

WHEN RECORDED MAIL TO:

Century Communities of Utah, LLC
c/o Century Communities of Utah, Inc.
8390 E. Crescent Parkway, Suite 650
Greenwood Village, CO 80111
ATTN: Legal Department

File No.: 121026-LMP

E 3269608 B 7551 P 503-507
RICHARD T. MAUGHAN
DAVIS COUNTY, UTAH RECORDER
7/10/2020 9:28:00 AM
FEE \$40.00 Pgs: 5
DEP eCASH REC'D FOR COTTONWOOD TITLE INS AGENCY

**Second Amendment to the Development Agreement for Edgewater
Park (Syracuse City, Davis County, Utah)**

In Reference to Tax ID Number(s):

12-105-0068, 12-105-0155 and 12-105-0051

2020-43
PERM

**SECOND AMENDMENT TO THE DEVELOPMENT AGREEMENT FOR
EDGEWATER PARK (SYRACUSE CITY, DAVIS COUNTY, UTAH)**

THIS SECOND AMENDMENT (this "Second Amendment") is entered into on this 25 day of June, 2020, amending the AGREEMENT entered into by and between Syracuse City, a municipal corporation of the State of Utah, (herein referred to as the "City"); and Monterey Properties, LLC ("Developer"), dated November 8, 2019, for the Edgewater Park Subdivision located in Syracuse, Utah (the "Agreement"), as amended by that certain First Amendment to the Development agreement for Edgewater Park approved by the City on June 10, 2020 (the "First Amendment").

The First Amendment made changes to Section 9.2 of the Development Agreement regarding the trail running parallel with Bluff Road, but did not make consistent changes to the other sections of the Development Agreement referencing the trail. This Second Amendment revises those other sections of the Development Agreement referencing the trail to be consistent with the First Amendment and avoid any future confusion.

Accordingly, pursuant to Section 19 of the Agreement, Recital "A" is amended as follows, with strikethrough text indicated deletions, and underlined text indicating additions:

- A. The Developer owns approximately 12.579 acres of property located at approximately 2950 South Bluff Road in Syracuse, Davis County, Utah, as more particularly described in Exhibit A, which is attached hereto and by this referenced made a part hereof (the "Property"). In connection with the subdivision plat approval of the Property, certain portions of the Property will be dedicated and conveyed to the City (~~the trail corridor running parallel with Bluff Road and i.e., the land under Bluff Road~~), which will reduce the developable acreage of the Property to approximately 11.13 acres by the amount of land so dedicated to the City.


In addition, Section 6.1 of the Agreement is amended as follows, with strikethrough text indicated deletions, and underlined text indicating additions:

6.1 Minimum Acres. The Project is approximately 12.579 total acres and each Phase of the Project exceeds the minimum 4.5 acres requirement of the City Code. After dedicating ~~the trail corridor along Bluff Road to the City or the United States of America Bureau of Reclamation/Layton Canal Co., as well as the Bluff Road land to the City itself, and taking into account that the trail corridor along Bluff Road will not be developed for residential uses,~~ the net developable acreage of the Project is approximately 11.13 acres.

No other provisions of the Agreement are modified, and all unamended provisions remain in full force and effect.

WHEREFORE, the Parties hereto have signed this Amendment to the Agreement the day and year first above written.

SYRACUSE CITY



Mayor Mike Gailey

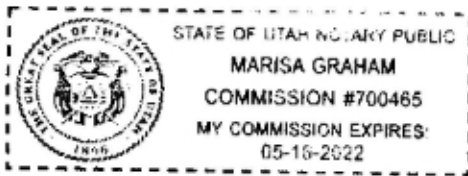
ATTEST:



City Recorder

STATE OF UTAH)
 : ss.
COUNTY OF DAVIS)

On this 25 day of JUNE, 2020 personally appeared before me Mike Gailey, who duly acknowledged to me that he is the Mayor of SYRACUSE CITY, UTAH and that the document was signed by him in behalf of said corporation, and acknowledged to me that said corporation executed the same.





NOTARY PUBLIC

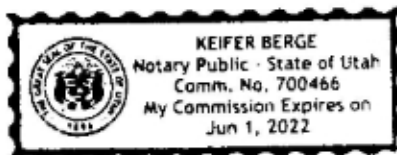
MONTEREY PROPERTIES, LLC

By 

Michelle Prince, Manager

STATE OF UTAH)
 : ss.
COUNTY OF Utah ~~DAVIS~~)


On this 12th day of June, 2020 personally appeared before me Michelle Prince, who duly acknowledged to me that she is the Manager of MONTEREY PROPERTIES, LLC and that the document was signed by her in behalf of said limited liability company, and acknowledged to me that said company executed the same.





NOTARY PUBLIC

MONTEREY PROPERTIES, LLC

By 
Michelle Prince
Print Name MONTEREY PROPERTIES, LLC
Title MANAGING MEMBER

STATE OF UTAH)
 Utah : ss.
COUNTY OF ~~DAVIS~~)

On this 12th day of June, 2020 personally appeared before me Michelle Prince, who duly acknowledged to me that he is the Manager of MONTEREY PROPERTIES, LLC and that the document was signed by him in behalf of said corporation, and Michelle Prince acknowledged to me that said corporation executed the same.


NOTARY PUBLIC

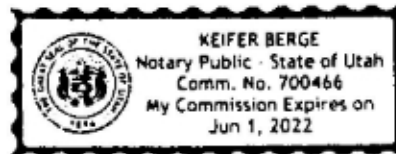


EXHIBIT A
PROPERTY DESCRIPTION

A tract of land being situate in the Northwest quarter of Section 22, Township 4 North, Range 2 West, Salt Lake Base and Meridian, having a basis of bearings of North 89°44'21" West between the center and the West quarter of said section, said tract of land being more particularly described as follows:

Beginning at a point on the quarter section line, said point being North 89°44'21" West along the quarter section line a distance of 222.70 feet from the center of Section 22, Township 4 North, Range 2 West, Salt Lake Base and Meridian and running thence North 89°44'21" West 520.50 feet to the Southeast corner of that certain Warranty Deed recorded on June 24, 2019 as Entry No. 3168152, in Book 7290, at Page 1465, on file with the office of the Davis County Recorder; thence North 00°23'35" East along the East line of said Warranty Deed a distance of 1128.56 feet to the Southwesterly line of the Layton Canal; thence South 52°36'34" East along said Southwesterly line a distance of 654.24 feet to the Northwest corner of that certain Warranty Deed recorded on April 14, 1988 as Entry No. 821823, in Book 1228, at Page 974, on file with the office of the Davis County Recorder; thence South 00°33'01" West along the West line of said Warranty Deed a distance of 733.65 feet to the point of beginning.

Tax Id No.: 12-105-0068, 12-105-0155 and 12-105-0051