

P+ 08-591-0407

3607193
BK 8694 PG 848

P+ 08-591-0408

When Recorded Mail to:
Farmington City Attorney
160 S. Main Street
Farmington, UT 84025

E 3607193 B 8694 P 848-852
KELLY A. SILVESTER
DAVIS COUNTY, UTAH RECORDER
2/26/2025 4:23 PM
FEE 0.00 Pgs: 5
DEP CTA REC'D FOR FARMINGTON
CITY

FIRST AMENDMENT TO AN AGREEMENT
BETWEEN PARK LANE COMMONS TWO, LLC and FARMINGTON CITY, UTAH

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FEB 26 2025

THIS AMENDMENT (the "Amendment") is made and entered into as of the 7th day of January, 2025, by and between **PARK LANE COMMONS TWO, LLC**, a Utah company (the "Developer"), and **FARMINGTON CITY**, a Utah municipal corporation (the "City"), and amends an Agreement dated March 24, 2017, which was duly recorded with the Recorder's Office of Davis County, Utah, as Entry 3011704, Book 6734, Pages 1903-1909 (the "Agreement"). ~~P+ 08-591-0407, 0407, 0408~~

RECITALS

- A. The Parties entered into the Agreement, in which the City permitted deferral of the Developer's obligations related to certain property identified in the Agreement (the "Property") to install right-of-way improvements indicated in the Agreement (the "Improvements"). The Property is more particularly described in Exhibit A to this Amendment, which description is incorporated into this Amendment. More than seven years have passed without the Improvements being installed, due to the non-development of the Adjacent Land identified in the Agreement.
- B. Rather than leave this obligation contingent for an undetermined amount of time, the Parties are willing to enter into this Amendment to satisfy the Developer's obligations related to the Improvements.

AMENDMENT

NOW, THEREFORE, in consideration of the mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the City and Developer hereby agree as follows:

1. The above Recitals are incorporated into this Amendment.
2. This Amendment to the Agreement is made pursuant to Section 7 of the Agreement.
3. The provisions of this Amendment shall supersede and replace all obligations of both parties that are established in the Agreement.
4. Developer hereby represents and warrants that as of the date of the recording of this Amendment, the Property owns fee title interest to the Property.
5. In lieu of installing the Improvements, the Developer will provide one-hundred twenty-five thousand dollars (\$125,000.00) (the "Payment") to the City.

6. In consideration of this payment, the City will release the Developer from the obligation to install the Improvements. To the extent the Improvements must be installed in the future, the City assumes responsibility for that installation.
7. Developer, and its successors or assigns, expressly permit the City to install the Improvements on the Property within the boundaries of the Property, as described in this Amendment, without any additional compensation. Developer, its successor and assign, specifically disclaims any claim to compensation due to disruptions, disturbances or occupation of the Property, whether such conditions are temporary or permanent. This disclaimer does not stretch beyond the boundaries of the Property.
8. The City Council must authorize the execution of this Amendment by the Farmington City Mayor. Within three (3) business days of both (a) receiving a fully executed copy of this Amendment and (b) confirmation of the Payment's deposit into the City's bank account, the City will deliver the fully-executed Amendment to the office of the Davis County Recorder, to be recorded against the Property.
9. This Amendment will serve as a release of any obligation of the Developer towards the City related to the Improvements.
10. Upon this Amendment's recordation, the Developer releases any claim to the Payment, a refund of the Payment or any portion of it, regardless of when and how the Improvements are installed, or if they are not installed at all.
11. This Amendment shall not modify any other obligation of either party outside of the Agreement, nor shall it impact property entitlements or any other agreements associated with the Property.
12. This Amendment shall be binding upon and inure to the benefit of the parties' subsequent owners, successors and assigns.
13. This Amendment and performances hereunder shall be governed by the laws of the State of Utah.

/Signatures appear on next page/

IN WITNESS WHEREOF, the parties hereto have executed this Agreement by and through their respective, duly authorized representatives as of the day and year first herein above written.

“DEVELOPER”

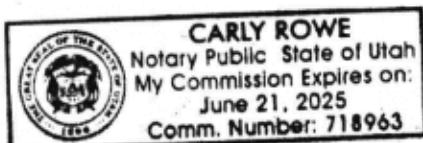
Park Lane Commons Two, LLC

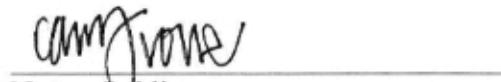

By _____


Its _____

STATE OF UTAH)
: ss.
COUNTY OF DAVIS)

On this 23rd day of JANUARY, 2025, personally appeared before me,
Richard Haws, who being by me duly sworn, did say that the foregoing
instrument was signed by him on behalf of Park Lane Commons, LLC.





Notary Public

FARMINGTON CITY

By

~~Brett Anderson~~, Mayor



Attest:

DeAnn Carlile
DeAnn Carlile
City Recorder

STATE OF UTAH)
: ss.
COUNTY OF DAVIS)

On this 17th day of January, 2025, personally appeared before me, Brett Anderson, who being by me duly sworn, ~~did~~ say that he is the Mayor of Farmington City, a Utah municipal corporation, and that the foregoing instrument was signed on behalf of the City for the purposes therein stated.

Holly Gadd
Notary Public

Approved as to Form:

/s/ Paul H. Roberts
Paul H. Roberts
City Attorney

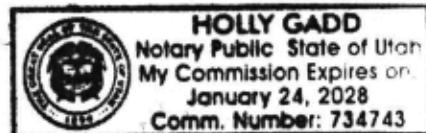


EXHIBIT "A"

PROPERTY DESCRIPTION

pt 08-591-0407

Legal Description pt 08-591-0408

A PART OF LOT 402, PARK LANE COMMONS - PHASE 4, BEING A PART OF THE SE 1/4 OF SEC 14-T3N-R1W, SLB&M; BEG AT A PT ON THE W'LY LINE OF MARKET STR, BEING 98.21 FT N 0°00'21" E ALG THE SEC LINE & 397.13 FT S 89°59'58" W FR THE SE COR OF SD SEC 14; & RUN TH S 89°21'41" E 222.58 FT TO A PT OF CURVATURE; TH E'LY ALG THE ARC OF A 108.00 FT RADIUS CURVE TO THE LEFT A DISTANCE OF 85.08 FT (DELTA ANGLE= 45°08'05", CENTER BEARS N 0°38'20" E, LC BEARS N 68°04'17" E 82.89 FT); TH N 89°54'41" E 12.25 FT TO THE W LINE OF CABELA'S DRIVE (1075 WEST STR) A PRIVATE DRIVE & A PT OF CURVATURE; TH S'LY ALG SD W LINE & THE ARC OF A 148.20 FT RADIUS CURVE TO THE LEFT A DIST OF 61.49 FT (DELTA ANGLE= 23°46'27", CENTER BEARS S 68°13'06" E, LC BEARS S 09°53'41" W 61.05 FT); TH S 0°06'18" E 144.26 FT; TH S 89°53'42" W 301.16 FT; TH N 0606'18" W 176.46 FT TO THE POB. CONT. 1.23 ACRES TOGETHER WITH A PORTION OF LOT 401, PARK LANE COMMONS - PHASE 4, DESC AS FOLLOWS: A PART OF THE SE 1/4 OF SEC 14-T3N-R1W, SLB&M; BEG AT A PT ON THE W'LY LINE OF CABELA'S DRIVE BEING 216.00 FT N 0°00'21" W ALG THE SEC LINE 17.69 FT S 89°59'39" W & S 41°44'09" W 60.98 FT FR THE SW COR OF SD SEC 13; & RUN TH SW'L Y ALG THE ARC OF A 148.08 FT RADIUS CURVE TO THE LEFT A DIST OF 51.59 FT (DELTA ANGLE= 19°57'46", CENTER BEARS S 48°15'49" E, LC BEARS S 31°45'18" W 51.33 FT); TH S 89°54'41" W 12.25 FT TO A PT OF CURVATURE; TH NE'LY ALG THE ARC OF A 108.00 FT RADIUS CURVE TO THE LEFT A DIST OF 7.10 FT (DELTA ANGLE= 3°46'06", CENTER BEARS N 44°29'45" W, LC BEARS N 43°37'12" E 7.10 FT); TH N 41°44'09" E 51.63 FT TO THE POB. CONT. 0.004 ACRES TOTAL ACREAGE 1.234 ACRES