

RECORDING REQUESTED BY AND
WHEN RECORDED RETURN TO:

E 1459721 B 2394 P 959
JAMES ASHNER, DAVIS CNTY RECORDER
1998 NOV 16 12:12 PM FEE 107.00 DEP AC
REC'D FOR ASSOCIATED TITLE COMPANY

Farmington City
Attn: City Manager
130 North Main Street
Farmington, Utah 84025

*W/2 13, 3N-1W
E/2 14*

*all Homes at Shepard Creek an expandable Condo #3
#4*

*all Homes at Shepard Creek an expandable Condo #2
W/2 13, 3N-1W*

*all Farmington
Preserve Northwest*

**SECOND AMENDMENT TO GOVERNING DOCUMENTS
FARMINGTON PRESERVE PROJECT**

THIS SECOND AMENDMENT TO GOVERNING DOCUMENTS (the "Amendment") is made and entered into effective as of October 14, 1998 (the "Amendment Effective Date"), by and among Farmington City, a Utah municipal corporation (the "City"); Davis County, a body politic of the State of Utah (the "County"); Prows, Becknell & Albes, L.L.C., a Utah limited liability company ("Master Developer" or "PBA"); Shepard's Creek Homes, L.C., a Utah limited liability company ("SCH"); Shepard Creek Properties, L.L.C., a Utah limited liability company ("SCP"); and Farmington Preserve Master Association, a Utah non-profit corporation (the "Master Association"). Each of the foregoing entities is hereinafter individually called a "Party" and are all collectively called the "Parties."

This Amendment is also executed by certain other individuals and entities solely for the limited purposes set forth next to their respective signatures hereto and those individuals and entities do not intend to otherwise undertake any other obligations under, or become parties to, this Amendment.

RECITALS

A This Amendment is entered into in connection with the "Development Area" described on Exhibit "A" attached hereto.

B The Development Area is governed by the following (collectively, the "Governing Documents") as amended by this Amendment:

(1) That certain First Amendment to Certain Governing Documents Farmington Preserve Project dated as of July 1, 1998, among the Parties and consented to by other individuals and entities and recorded in the Official Records of Davis County on August 3, 1998, at Book 2336, Page 400 and Entry No. 1428481 (the "First Amendment");

(2) The "Governing Documents" referred to in the First Amendment; and

(3) That certain Amended and Restated Declaration of Covenants, Conditions and Restrictions for Farmington Preserve Master Association dated as of July 1, 1998, by and among PBA, SCH, SCP, Shepard Creek BP, L.L.C., the Master Association, the Homes At Shepards Creek Homeowners Association, Inc. and consented to by other individuals and entities

MFN/PROWS/SECOND AMENDMENT TO GOVERNING DOCUMENTS 3

□

and recorded in the Official Records of Davis County on August 3, 1998, at Book 2336, Page 449 and Entry No. 1428482 (the "Amended Declaration").

Except as otherwise defined in this Amendment, the terms used herein shall have the same meanings as set forth in the First Amendment.

C PBA owns the Church Parcel and the Master Association owns the R-4 Residential Buffer Zone. PBA and the Master Association desire to combine the Church Parcel and the R-4 Residential Buffer Zone into a "minor subdivision" under Section 12-5-010 of the Farmington City Ordinances (the "Subdivision"). The Subdivision shall be known as the "Farmington Preserve Northwest Subdivision" as depicted on the subdivision plat attached as Exhibit "B" hereto (the "Plat").

D As a result of the Subdivision, the following shall occur: (1) the land subject to the Subdivision shall be divided into three parcels as shown on the Plat; (2) the size and configuration of the Church Parcel shall be altered and expanded to consist of Lots 1 and 2 as shown on the Plat; (3) the size and configuration of the R-4 Residential Buffer Zone shall be altered and reduced to consist of Parcel A as shown on the Plat; (4) Parcel A shall be smaller than the R-4 Residential Buffer Zone by about 0.1136 acres (i.e. 4,948 square feet) (the "Adjustment Parcel"); and (5) the Adjustment Parcel shall be repositioned from the southern portion of the R-4 Residential Buffer Zone to the northern portion of the Church Parcel and made a part of Lot 1.

E The Parties desire to hereby amend the Governing Documents to reflect the Subdivision and other matters set forth herein.

F Although this Amendment by necessity requires the joint signatures and consents of both governmental and private Parties in order to be effective, nothing in this Amendment shall be deemed to create any partnership, joint venture or other "for-profit" relationship among the governmental and private Parties hereto. The governmental Parties hereto are only entering into this Amendment to further their respective public interests and policies in the manner that those governmental Parties deem to be most beneficial to their respective constituents.

G In order to simplify the Amendment process, the Parties have determined to enter into this global amendment of all the Governing Documents rather than to enter into a separate amendment for each Governing Document. Notwithstanding that approach, nothing in this global Amendment is intended to make any individual or entity a party to, or obligated under, any Governing Document to which that individual or entity was not originally a party.

AGREEMENT

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

1. Subdivision. Having already satisfied all applicable requirements under the City's Laws, the Parties hereby authorize and approve the Subdivision. The Parties hereby agree that following the Subdivision, the configuration and legal description of the Church Parcel shall be the same as Lots 1 and 2 on the Plat. The Parties also hereby agree that following the Subdivision, the configuration and legal description of the R-4 Residential Buffer Zone shall be the same as Parcel A

MFN/PROWS2/SECOND AMENDMENT TO GOVERNING DOCUMENTS 3

on the Plat. The Parties hereby agree that the Governing Documents, including the Master Concept Development Plan attached to some of those Governing Documents, shall be deemed modified to reflect the Subdivision. [See, among other provisions, the Recitals of the Governing Documents; Master Development Agreement Section 6(D)(2); First Amendment Section 2; and Amended Declaration, Article I, Section 21].

1.1. Compensation and Costs. Upon recordation of the Plat, PBA shall pay to the Master Association \$5,000 as consideration for the Adjustment Parcel. PBA shall promptly take all actions and pay all costs (including legal fees) reasonably required to effect the Subdivision. PBA shall also promptly reimburse any of the undersigned for any costs (including legal fees) actually and reasonably incurred by the undersigned in connection with approving the Subdivision, this Amendment, and any documents associated therewith.

1.2. Zoning. Lots 1 and 2 on the Plat shall be designated as an R-4 non-residential zone under the City's Laws upon satisfaction of all applicable requirements under the City's Laws. Parcel A on the Plat shall be designated as an R-4 residential zone under the City's Laws upon satisfaction of all applicable requirements under the City's Laws. The zoning classification of any portion of the Subdivision may be modified in accordance with Section 3 of the First Amendment.

2. Conforming Changes to Governing Documents. In compliance with all of the applicable City's Laws, the Parties shall promptly take all actions and pay their respective costs as necessary to have the master conditional use permit, the master zoning ordinance, the master site plan, and all other foundational documents, agreements, permits and authorizations associated with the Development Area modified, where reasonably necessary, to accurately reflect and support the matters and objectives set forth in this Amendment.

The County represents that the only requirement to make this Amendment effective against the County and to accomplish the objectives hereunder is for the County to sign (with notary acknowledgement) and deliver this Amendment. Consequently, the only obligation of the County under this Section is to sign (with notary acknowledgement) and deliver this Amendment.

3. Representations. Each Party hereby represents and warrants to each other Party that the following statements are true, complete and not misleading as regards the representing and warranting Party: (a) Such Party is duly organized, validly existing and in good standing under the laws of the state of its organization. (b) Such Party has full authority to enter into this Amendment and to perform all of its obligations hereunder. The individual(s) executing this Amendment on behalf of such Party do so with the full authority of the Party that such individual(s) represent. (c) This Amendment constitutes the legal, valid and binding obligation of such Party enforceable in accordance with its terms, subject to the rules of bankruptcy, moratorium, and equitable principles.

4. Incorporation of Recitals. The Recitals in this Amendment are hereby incorporated into this Amendment.

5. Exhibits. All Exhibits attached to this Amendment are hereby incorporated into this Amendment.

6. Counterparts. This Amendment may be executed in counterparts, each of which shall be deemed an original and all of which, when taken together, shall constitute one and the same document. This Amendment shall be effective and enforceable against the Parties even if the

MFN/PROWS2/SECOND AMENDMENT TO GOVERNING DOCUMENTS 3

subordination provisions below are not signed by all the mortgagees and trustees contemplated herein.

7. Effect. This Amendment shall be effective and modify the Governing Documents only as of the Amendment Effective Date. This Amendment is hereby incorporated into the Governing Documents and made a part thereof. The Parties intend that the modifications provided for in this Amendment shall also extend to all permits, other instruments and other documents (whether recorded or not) that are in any way connected with the Governing Documents.

[INTENTIONALLY LEFT BLANK – SIGNATURES ON NEXT PAGE]

IN WITNESS WHEREOF, the Parties have executed this Amendment by and through their respective duly authorized representatives as of the Amendment Effective Date.

CITY SIGNATURE AND ACKNOWLEDGEMENT

FARMINGTON CITY

By: Gregory S Bell
Gregory S Bell, Mayor

ATTEST:

By: Dona Scharf
Print Name: Dona Scharf
Title: City Recorder



STATE OF UTAH)

COUNTY OF DAVIS)

On the 14th day of October, 1998, personally appeared before me Gregory S Bell, who being by me duly sworn, did say that he is the Mayor of Farmington City, a municipal corporation, and that the within and foregoing instrument was duly signed on behalf of said entity and he duly acknowledged to me that said entity executed the same.

Margy L. Lombak
NOTARY PUBLIC

My Commission Expires:

Residing at:

11/29/99

Davis Co Utah



COUNTY SIGNATURE AND ACKNOWLEDGEMENT

DAVIS COUNTY,
a body politic of the State of Utah

By: *Dannae R. McCookie*
Print Name: Dannae R. McCookie
Title: Chairperson, Board of County Commissioners

ATTEST:

By: *Margene Isom*
Print Name: Margene Isom
Title: Davis County Clerk/Auditor

STATE OF UTAH)
 :ss.
COUNTY OF DAVIS)

On the 28th day of October, 1998, personally appeared before me Dannae R. McCookie, who being by me duly sworn, did say that he/she is the Chairman of Davis County, a body politic of the State of Utah, and that the within and foregoing instrument was duly signed on behalf of said entity and he/she duly acknowledged to me that said entity executed the same.

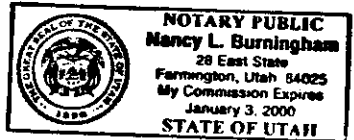
Nancy L. Burningham
NOTARY PUBLIC

My Commission Expires:

1-3-2000

Residing at:

Fernington, Utah



MASTER DEVELOPER SIGNATURE AND ACKNOWLEDGEMENT

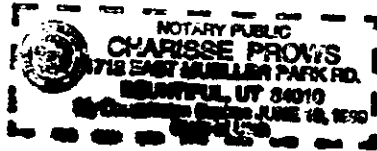
PROWS, BECKNELL & ALLES, L.L.C.,
a Utah limited liability company

By: Richard S. Prows
Richard S. Prows, Manager

STATE OF UTAH)
COUNTY OF Davis)

On the 20 day of October, 1998, personally appeared before me Richard S. Prows, who being by me duly sworn, did say that he is the Manager of Prows, Becknell & Alles, L.L.C., a Utah limited liability company, and that the within and foregoing instrument was duly signed on behalf of said entity and he duly acknowledged to me that said entity executed the same.

Charisse Prows
NOTARY PUBLIC



My Commission Expires: Residing at:

June 19, 1999 1712E. Mueller Park Rd.
Bountiful, UT 84010

SCH SIGNATURE AND ACKNOWLEDGMENT

SHEPARD'S CREEK HOMES, L.C.,
a Utah limited liability company

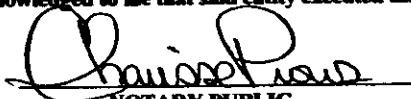
By: PCH Investments, L.C.,
a Utah limited liability company, Managing Member

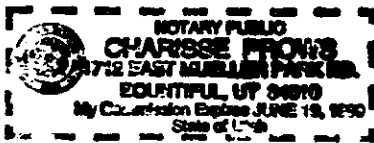
By: PSC Development Company,
a Utah corporation, Manager

By: 
Peter S. Cooke, President

STATE OF UTAH)
)
COUNTY OF Davis)

On the 20 day of October, 1998, personally appeared before me Peter S. Cooke, who being by me duly sworn, did say that he is the President of PSC Development Company, a Utah corporation, which is the Manager of PCH Investments, L.C., a Utah limited liability company, which is the Managing Member of Shepard's Creek Homes, L.C., a Utah limited liability company, and that the within and foregoing instrument was duly signed on behalf of said entity and he duly acknowledged to me that said entity executed the same.


NOTARY PUBLIC



My Commission Expires:

Residing at:

June 19, 1999

1712 E. Mueller Park Rd.
Bountiful, UT 84010

SCP SIGNATURE AND ACKNOWLEDGEMENT

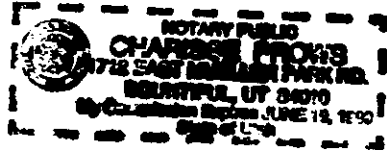
SHEPARD CREEK PROPERTIES, L.L.C.,
a Utah limited liability company

By: [Signature]
R. Kent Buie, Manager

STATE OF UTAH)
COUNTY OF Davis)

On the 20 day of October, 1998, personally appeared before me R. Kent Buie, who being by me duly sworn, did say that he is the Manager of Shepard Creek Properties, L.L.C., a Utah limited liability company, and that the within and foregoing instrument was duly signed on behalf of said entity and he duly acknowledged to me that said entity executed the same.

[Signature]
NOTARY PUBLIC



My Commission Expires: Residing at:

June 9, 1999

1728 E. Mountain Park Rd.
Bountiful, UT 84010

MASTER ASSOCIATION SIGNATURE AND ACKNOWLEDGEMENT

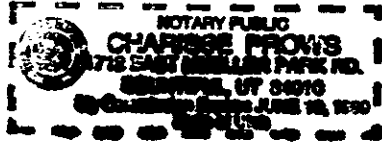
FARMINGTON PRESERVE MASTER ASSOCIATION,
a Utah non-profit corporation

By: Richard S. Prows
Richard S. Prows, President

STATE OF UTAH)
COUNTY OF Davis)

On the 20 day of October, 1998, personally appeared before me Richard S. Prows, who being by me duly sworn, did say that he is the President of the Farmington Preserve Master Association, a Utah non-profit corporation, and that the within and foregoing instrument was duly signed on behalf of said entity and he duly acknowledged to me that said entity executed the same.

Charrise Prows
NOTARY PUBLIC



My Commission Expires: Residing at:

June 19, 1999

1712 E. Mueller Park Rd.
Bountiful, UT 84010

THE HOMES AT SHEPARDS CREEK HOMEOWNERS ASSOCIATION, INC.
SIGNATURE AND ACKNOWLEDGEMENT

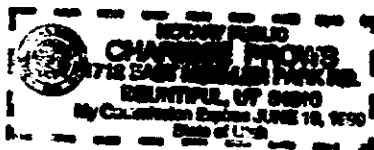
THE HOMES AT SHEPARDS CREEK HOMEOWNERS ASSOCIATION, INC.,
a Utah non-profit corporation

By: *Peter S. Cooke*
Peter S. Cooke, President

STATE OF UTAH)
COUNTY OF Davis)

On the 20 day of October, 1998, personally appeared before me Peter S. Cooke, who being by me duly sworn, did say that he is the President of the Homes At Shepards Creek Homeowners Association, Inc., a Utah non-profit corporation, and that the within and foregoing instrument was duly signed on behalf of said entity and he duly acknowledged to me that said entity executed the same.

Chauise Prows
NOTARY PUBLIC



My Commission Expires: Residing at:

June 19, 1999

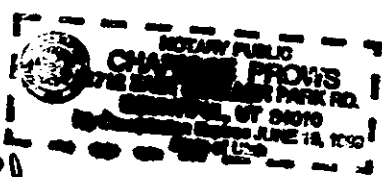
1712 E Mueller Park Pl.
Bountiful, UT 84010

STATE OF UTAH)
COUNTY OF Davis)

E 1459721 B 2394 P 972

On the 20 day of October, 1998, personally appeared before me John Prows, who being by me duly sworn, duly acknowledged to me that he has the authority and capacity to sign the within and foregoing instrument and that he executed the same on his own behalf.

Chaise Prows
NOTARY PUBLIC



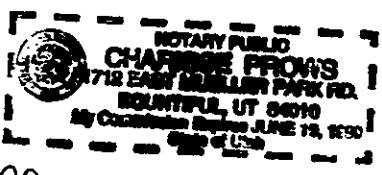
My Commission Expires: Residing at:

June 19, 1999 1712 E. Mueller Park Rd.
Bountiful, UT 84010

STATE OF UTAH)
COUNTY OF Davis)

On the 20 day of October, 1998, personally appeared before me Richard S. Prows and Geraldine T. Prows, who being by me duly sworn, did say that they are the trustees of the Richard S. and Geraldine T. Prows Family Trust, and that the within and foregoing instrument was duly signed on behalf of said entity and they duly acknowledged to me that said entity executed the same.

Chaise Prows
NOTARY PUBLIC



My Commission Expires: Residing at:

June 19, 1999 1712 E. Mueller Park
Rd. Bountiful, UT
84010

SUBORDINATION OF DEEDS OF TRUST

Notwithstanding anything in this Amendment or in the following provisions to the contrary, the consent, acceptance, and deed-of-trust subordination provided for in the following provisions shall be wholly ineffective and deemed null and void as regards a particular deed of trust if the effect thereof would be or is determined by a court of competent jurisdiction to cause such deed of trust to be or become subordinate, inferior, or junior to any document (other than this Amendment and the Governing Documents) or to any interest or right of any person or entity (other than the interests or rights provided for in or contemplated by this Amendment or in or by the Governing Documents).

[INTENTIONALLY LEFT BLANK – SIGNATURES CONTINUED ON NEXT PAGE]

FIRST SECURITY BANK. The undersigned hereby indicates its acceptance of this Amendment and each of the Governing Documents referred to in this Amendment and agrees that this Amendment and each of the Governing Documents shall be senior in priority to the following:

(a) that certain Trust Deed dated as of September 26, 1996, and recorded in the Official Records of Davis County on February 27, 1997, at Book 2099, Page 1484, and File No. 1306732, among PBA as trustee, Associated Title Company as trustee and the First Security Bank ("FSB") as beneficiary, securing a loan in the amount of \$1,250,000;

(b) that certain Trust Deed dated as of December 19, 1996, and recorded in the Official Records of Davis County on February 27, 1997, at Book 2221, Page 291, and File No. 1370741, among PBA as trustee, Associated Title Company as trustee and FSB as beneficiary, securing a loan in the amount of \$1,550,000;

(c) that certain Assignment of Deed of Trust dated as of February 27, 1997, and recorded in the Official Records of Davis County on February 28, 1997, at Book 2100, Page 300, and File No. 1307097, between PBA as assignor and FSB as assignee pertaining to that certain All-Inclusive Trust Deed dated as of February 26, 1997, and recorded in the Official Records of Davis County on February 27, 1997, at Book 2099, Page 1463, and File No. 1306730, among SCP as trustee, Associated Title Company as trustee and PBA as beneficiary, securing a loan in the amount of \$2,874,471;

(d) that certain Collateral Assignment dated as of March 12, 1997, and recorded in the Official Records of Davis County on March 25, 1997, at Book 2109, Page 668, and File No. 1312281, between PBA as assignor and FSB as assignee; and

(e) that certain Assignment of Deed of Trust Proceeds dated as of February 26, 1997, but not yet recorded, between PBA as assignor and FSB as assignee.

Those Trust Deeds, Assignments and Collateral Assignment shall be subordinate and subject to this Amendment and each of the Governing Documents notwithstanding the fact that such Trust Deeds, Assignments and Collateral Assignment were recorded or given earlier in time than this Amendment and/or the Governing Documents. The beneficiary under such Trust Deed hereby requests that the trustee thereunder join in this subordination.

FIRST SECURITY BANK OF UTAH, N.A.

By: David Hylford
 Print Name: David Hylford
 Title: Vice President

STATE OF UTAH)
)
COUNTY OF Davis)

E 1459721 B 2394 P 975

On the 20 day of October, 1998, personally appeared before me David J. Harford who being by me duly sworn, did say that he is the then President of First Security Bank of Utah, N.A. and that the within and foregoing instrument was duly signed on behalf of said entity and he/she duly acknowledged to me that said entity executed the same.

Carol L. Hoggatt
NOTARY PUBLIC



My Commission Expires: May 15, 1999 Residing at: Bountiful, UT.

ASSOCIATED TITLE COMPANY,
as Trustee under each of the Trust Deeds
identified above as Items (a) and (b)

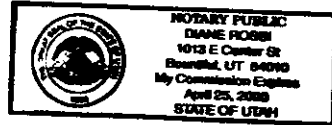
E 1459721 B 2394 P 976

By: Marilyn W. Carr
Print Name: Marilyn W. Carr
Title: Assistant Vice-President

STATE OF UTAH)
)
COUNTY OF DAVIS)

On the 20th day of October, 1998, personally appeared before me
Marilyn W. Carr, who being by me duly sworn, did say that he is the Ass't. Vice-President
of Associated Title Company, and that the within and foregoing instrument was duly signed on behalf
of said entity and he duly acknowledged to me that said entity executed the same.

Diane Rogge
NOTARY PUBLIC



My Commission Expires: Residing at:
04-25-00 Bountiful, Utah

SHEPARD'S CREEK HOMES, L.C. The undersigned hereby indicates its acceptance of this Amendment and each of the Governing Documents referred to in this Amendment and agrees that this Amendment and each of the Governing Documents shall be senior in priority to that certain Trust Deed dated as of January 30, 1996, and recorded in the Official Records of Davis County on February 27, 1997, at Book 2099, Page 1490, and File No. 1306733, among PBA as trustee, Fidelity Title Insurance Company as trustee and the undersigned as beneficiary securing a loan in the amount of \$250,000. That Trust Deed shall be subordinate and subject to this Amendment and each of the Governing Documents notwithstanding the fact that such Trust Deed was recorded earlier in time than this Amendment and/or the Governing Documents. The beneficiary under such Trust Deed hereby requests that the trustee thereunder join in this subordination.

SHEPARD'S CREEK HOMES, L.C.,
a Utah limited liability company

By: **PCH Investments, L.C.,**
a Utah limited liability company, Managing Member

By: **PSC Development Company,**
a Utah corporation, Manager

By: 
Peter S. Cooke, President

STATE OF UTAH)
)
COUNTY OF Davis)

On the 20 day of October, 1998, personally appeared before me Peter S. Cooke, who being by me duly sworn, did say that he is the President of PSC Development Company, a Utah corporation, which is the Manager of PCH Investments, L.C., a Utah limited liability company, which is the Managing Member of Shepard's Creek Homes, L.C., a Utah limited liability company, and that the within and foregoing instrument was duly signed on behalf of said entity and he duly acknowledged to me that said entity executed the same.

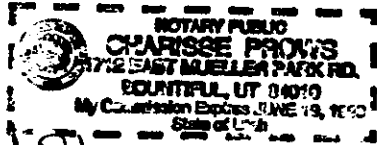

NOTARY PUBLIC

My Commission Expires: Residing at:

June 19, 1999

172 E. Mueller Park Rd.

MFN/PROWS/SECOND AMENDMENT TO GOVERNING DOCUMENTS 3



Bountiful, UT
84000

□

FIDELITY TITLE INSURANCE COMPANY,
as Trustee under the above-referenced Trust Deed

E 1459721 & 2394 P 978

By: Associated Title Company, agent



By: _____
Print Name: Grant Phillips
Title: Agent

STATE OF UTAH)
) :ss.
COUNTY OF Davis)

On the 21st day of October, 1998, personally appeared before me
Grant Phillips, who being by me duly sworn, did say that he/she is the
agent of Associated Title Company as agent for Fidelity Title Insurance Company,
and that the within and foregoing instrument was duly signed on behalf of said entity and he duly
acknowledged to me that said entity executed the same.

NOTARY PUBLIC



My Commission Expires: _____ Residing at: _____

CB COMMERCIAL CO ELDON HAACKE. The undersigned hereby indicates its acceptance of this Amendment and each of the Governing Documents referred to in this Amendment and agrees that this Amendment and each of the Governing Documents shall be senior in priority to that certain Trust Deed dated as of February 26, 1997, and recorded in the Official Records of Davis County on February 28, 1997, at Book 2108, Page 382, and File No. 1307998, among PBA as trustee, Associated Title Company as trustee and the undersigned as beneficiary securing a loan in the amount of \$218,468.27. That Trust Deed shall be subordinate and subject to this Amendment and each of the Governing Documents notwithstanding the fact that such Trust Deed was recorded earlier in time than this Amendment and/or the Governing Documents. The beneficiary under such Trust Deed hereby requests that the trustee thereunder join in this subordination.

CB COMMERCIAL

By: Eldon Haacke
Eldon Haacke, Agent

STATE OF UTAH)
COUNTY OF Davis)

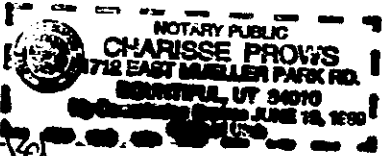
On the 20th day of October, 1998, personally appeared before me Eldon Haacke, who being by me duly sworn, did say that he is the Agent of CB Commercial, and that the within and foregoing instrument was duly signed on behalf of said entity and he duly acknowledged to me that said entity executed the same.

Charisse Prows
NOTARY PUBLIC

My Commission Expires: Residing at:

June 19, 1999

1712 E. Mueller Park Rd.
Bountiful, UT 84010



□

ASSOCIATED TITLE COMPANY,
as Trustee under the above-referenced Trust Deed

E 1459721 & 2394 P 980

By: Marilyn W. Carr
Print Name: Marilyn W. Carr
Title: Assistant Vice-President

STATE OF UTAH)
 :ss.
COUNTY OF DAVIS)

On the 20th day of October, 1998, personally appeared before me Marilyn W. Carr, who being by me duly sworn, did say that he is the Ass't Vice-President of Associated Title Company, and that the within and foregoing instrument was duly signed on behalf of said entity and he duly acknowledged to me that said entity executed the same.

Stane Posen
NOTARY PUBLIC



My Commission Expires: Residing at:
05-08-00 Bountiful, Utah

ROBERT AND JOYCE STREBEL. The undersigned hereby indicate their acceptance of this Amendment and each of the Governing Documents referred to in this Amendment and agree that this Amendment and each of the Governing Documents shall be senior in priority to that certain Deed of Trust With Assignment of Rents dated as of January 29, 1997, and recorded in the Official Records of Davis County on February 27, 1997, at Book 2099, Page 1405, and File No. 1306722, among FBA as trustee, Associated Title Company as trustee and the undersigned as beneficiary securing a loan in the amount of \$270,540. That Trust Deed shall be subordinate and subject to this Amendment and to each of the Governing Documents notwithstanding the fact that such Trust Deed was recorded earlier in time than this Amendment and/or the Governing Documents. The beneficiary under such Trust Deed hereby requests that the trustee thereunder join in this subordination.

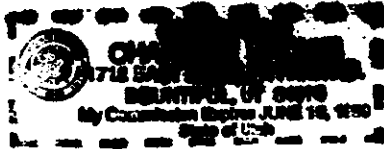
Robert Strebel
Robert Strebel

Joyce Strebel
Joyce Strebel

STATE OF UTAH)
)
COUNTY OF Davis)

On the 22 day of October, 1998, personally appeared before me Robert Strebel and Joyce Strebel, who being by me duly sworn, duly acknowledged to me that they each have the authority and capacity to sign the within and foregoing instrument and that they each executed the same on their own behalf.

Chaired Prows
NOTARY PUBLIC



My Commission Expires: Residing at:

June 19, 1999 1712 E. Mueller Park Rd.
 Bountiful, UT 84010

ASSOCIATED TITLE COMPANY,
as Trustee under the above-referenced Trust Deed

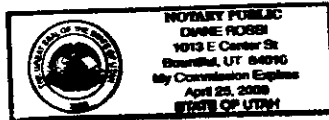
E 1459721 8 2394 P 982

By: Marilyn W. Case
Print Name: Marilyn W. Case
Title: Assistant Vice President

STATE OF UTAH)
)
COUNTY OF Sevier)

On the 20th day of October, 1998, personally appeared before me Marilyn W. Case, who being by me duly sworn, did say that he is the Assistant Vice President of Associated Title Company, and that the within and foregoing instrument was duly signed on behalf of said entity and he duly acknowledged to me that said entity executed the same.

Steve Rossi
NOTARY PUBLIC



My Commission Expires: Residing at:

4-25-2000 Bountiful UT

PROWS, BECKNELL & ALLES, L.L.C. The undersigned hereby indicates its acceptance of this Amendment and each of the Governing Documents referred to in this Amendment and agrees that this Amendment and each of the Governing Documents shall be senior in priority to that certain All-Inclusive Trust Deed dated as of February 26, 1997, and recorded in the Official Records of Davis County on February 27, 1997, at Book 2099, Page 1463, and File No. 1306730, among SCP as trustee, Associated Title Company as trustee and PRA as beneficiary, securing a loan in the amount of \$2,874,471.10. That Trust Deed shall be subordinate and subject to this Amendment and to each of the Governing Documents notwithstanding the fact that such Trust Deed was recorded earlier in time than this Amendment and/or the Governing Documents. The beneficiary under such Trust Deed hereby requests that the trustee thereunder join in this subordination.

PROWS, BECKNELL & ALLES, L.L.C.,
a Utah limited liability company

By: *Richard S. Prows*
Richard S. Prows, Manager

STATE OF UTAH)
) ss.
COUNTY OF Davis)

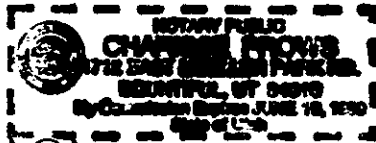
On the 20 day of October, 1998, personally appeared before me Richard S. Prows, who being by me duly sworn, did say that he is the Manager of Prows, Becknell & Alles, L.L.C., a Utah limited liability company, and that the within and foregoing instrument was duly signed on behalf of said entity and he duly acknowledged to me that said entity executed the same.

Charles Prows
NOTARY PUBLIC

My Commission Expires: Residing at:

June 19, 1999

1725 Mueller Park Rd.
Bountiful, UT 84010



ASSOCIATED TITLE COMPANY,
as Trustee under the above-referenced Trust Deed

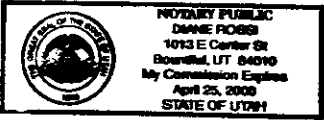
E 1459721 B 2394 P 984

By: Marilyn W. Carr
Print Name: Marilyn W. Carr
Title: Assistant Vice-President

STATE OF UTAH)
)
COUNTY OF DAVIS)

On the 20th day of October, 1998, personally appeared before me Marilyn W. Carr, who being by me duly sworn, did say that he is the Ass't. Vice-President of Associated Title Company, and that the within and foregoing instrument was duly signed on behalf of said entity and he duly acknowledged to me that said entity executed the same.

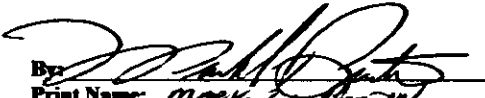
Diane Rossi
NOTARY PUBLIC



My Commission Expires: Residing at:
04-25-00 Bountiful, Utah

EXCEL LEGACY CORPORATION. The undersigned hereby indicates its acceptance of this Amendment and each of the Governing Documents referred to in this Amendment and agrees that this Amendment and each of the Governing Documents shall be senior in priority to that certain Deed of Trust, Assignment of Rents, Security Agreement and Fixture Filing dated as of July 31, 1998, and recorded in the Official Records of Davis County on August 3, 1998, at Book 2336, Page 504, and File No. 1428484, among SCP as trustor, Associated Title Company as trustee, and Excel Legacy Corporation as beneficiary securing a loan in the amount of \$9,722,828.98. That Trust Deed shall be subordinate and subject to this Amendment and each of the Governing Documents notwithstanding the fact that such Trust Deed was recorded earlier in time than this Amendment and/or the Governing Documents. The beneficiary under such Trust Deed hereby requests that the trustee thereunder join in this subordination.

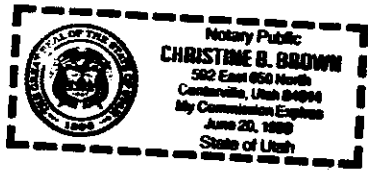
EXCEL LEGACY CORPORATION,
a Delaware corporation

By: 
Print Name: Mark T. Burton
Title: Senior Vice Pres.

STATE OF UTAH)
)
) ss.
COUNTY OF Davis)

On the 20th day of October, 1998, personally appeared before me Mark T. Burton, who being by me duly sworn, did say that he is the Senior Vice President of Excel Legacy Corporation, a Delaware corporation, and that the within and foregoing instrument was duly signed on behalf of said entity and he duly acknowledged to me that said entity executed the same.


NOTARY PUBLIC



My Commission Expires: June 20, 1999 Residing at: Centerville, Utah

ASSOCIATED TITLE COMPANY,
as Trustee under the above-referenced Deed of Trust

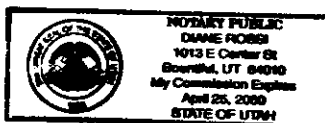
E 1459721 B 2394 P 986

By: Marilyn W. Carr
Print Name: Marilyn W. Carr
Title: Assistant Vice-President

STATE OF UTAH)
)
COUNTY OF DAVIS)

On the 20th day of October, 1998, personally appeared before me Marilyn W. Carr, who being by me duly sworn, did say that he or she is the Ass't. Vice-President, of Associated Title Company and that the within and foregoing instrument was duly signed on behalf of said entity and he/she duly acknowledged to me that said entity executed the same.

Diane Rossi
NOTARY PUBLIC



My Commission Expires: 04-25-00 Residing at: Bountiful, Utah

EXHIBIT "A"

DESCRIPTION OF DEVELOPMENT AREA

MFN/PROWS2/SECOND AMENDMENT TO GOVERNING DOCUMENTS 3

□

DESCRIPTION OF TOTAL PROJECT UPLAND AREAS

E 1459721 B 2394 P 988

All that certain real property situate, lying and being in Davis County, State of Utah, described as follows:

All that fractional portion of Section 13, Township 3 North, Range 1 West, Salt Lake Base and Meridian, more particularly described as follows:

Commencing at the Northwest corner of said Section 13; thence South 00°12'06" East, along the west line of said Section 13, a distance of 468.75 feet to a point on the south line of 66 foot wide Shepard Lane; thence, along the south line of said Shepard Lane, South 89°41'42" East 44.36 feet to the TRUE POINT OF BEGINNING of the Parcel herein described; thence continue along the south line of said Shepard Lane, South 89°41'42" East 528.01 feet; thence South 333.45 feet; thence South 89°43'17" East 395.96 feet; thence South 3°37'15" East 477.66 feet; thence South 48°37'29" East 261.11 feet; thence South 21°15'52" East 805.21 feet; thence South 14°34'30" West 221.74 feet; thence South 1°07'29" West 777.63 feet; thence North 89°32'45" West 35.30 feet; thence South 206.08 feet; thence North 89°34'29" West 587.70 feet; thence South 34°29'26" West 73.91 feet; thence North 55°30'34" West 280.00 feet; thence North 0°17'17" East 252.04 feet; thence North 89°42'43" West 260.00 feet; thence North 19°48'35" West 279.17 feet; thence South 86°37'26" West 34.04 feet; thence North 89°42'40" West 125.15 feet; thence North 0°08'11" East 0.60 feet; thence North 89°25'55" West 23.19 feet; thence North 19°47'19" West 319.58 feet to the beginning of a curve to the right, having a radius of 25.00 feet and a central angle of 110°54'49"; thence northeasterly, along the arc of said curve, 48.39 feet; thence South 88°52'30" East 102.71 feet; thence North 0°00'18" East 327.89 feet; thence North 0°15'42" West 332.80 feet; thence North 1°07'18" East 311.61 feet; thence South 88°52'42" East 343.94 feet; thence North 1°07'17" East 636.00 feet; thence North 89°47'42" West 343.98 feet; thence North 1°07'10" East 50.00 feet; thence North 1°05'46" East 233.72 feet; thence South 89°41'57" East 19.33 feet; thence North 0°00'11" East 100.00 feet to the POINT OF BEGINNING.

Containing 71.16 Acres, more or less.

08-051 - 0131, 0130, 0022, 0023,
0114, 0118, 0134, 0133, 0132, 0127
0125, 0124, 0126, 0129,
08-053 - 0050, 0009, 0047
NEW 08-237 - 0001 thru 0017
08-238 - 0017 thru 0029
08-236 - 0001, 0002, 0003
08-239 - 0029 thru 0041

— MICROFILM MEMO —
LEGIBILITY OF TYPING OR PRINTING
UNSATISFACTORY IN THE DOCUMENT
WHEN FILMED.

DESCRIPTION OF PROPOSED
WETLANDS AREA

E 1459721 B 2394 P 989

All that certain real property situate, lying and being in Davis County, State of Utah, described as follows:

All that portion of Sections 13 and 14, Township 3 North, Range 1 West, Salt Lake Base and Meridian, more particularly described as follows:

Commencing at the Northwest corner of said Section 13; thence South 00°12'06" East, along the west line of said Section 13, a distance of 468.75 feet to a point on the southerly line of 66-foot wide Shepard Lane; thence along the southerly line of said Shepard Lane South 89°41'42" East 572.38 feet; thence SOUTH 333.45 feet to an existing fence line on the northerly line of the lands of Farr, as described in the QUIT-CLAIM DEED recorded as entry 383319, Book 520, at Page 888, Davis County Records, and shown on that certain Survey filed as Number 001898, Davis County Surveyor's Office; thence, along said fence line and said property line, South 89°43'17" East 395.96 feet to the TRUE POINT OF BEGINNING of this description; thence describing said parcel of land, South 89°43'17" East 59.35 feet to a point on the westerly right-of-way line of State Highway 89, from which a 2 1/2 inch iron pipe with brass cap, at Station 675+00 bears North 21°16'06" West 334.76 feet; thence along said westerly right-of-way line the following three (3) courses:

- 1) South 21°16'06" East 1680.99 feet;
- 2) South 18°24'06" East 933.67 feet to the beginning of a curve to the right, having a radius of 594.81 feet;
- 3) southwesterly, along the arc of said curve, a distance of 1326.29 feet to a point on the easterly right-of-way line of Interstate Highway 15; thence along said easterly right-of-way line the following nine (9) courses:
 - 1) North 70°38'42" West 109.53 feet;
 - 2) North 60°41'36" West 416.80 feet;
 - 3) North 55°52'29" West 330.36 feet;
 - 4) North 55°10'08" West 476.91 feet;
 - 5) North 53°08'17" West 791.39 feet to the beginning of a curve to the right, having a radius of 22,798.31 feet;
 - 6) northwesterly, along the arc of said curve, a distance of 99.99 feet to a 2 1/2 inch iron pipe with brass cap stamped Station 641+00, 120'RT.;
 - 7) North 44°41'33" West 100.50 feet to a 2 1/2 inch iron pipe with brass cap stamped Station 642+00, 130'RT.;
 - 8) North 50°20'35" West 623.13 feet to the beginning of a curve to the right, having a radius of 22,788.31 feet;
 - 9) northwesterly, along the arc of said curve, a distance of 768.38 feet to the northwesterly line of that certain real property conveyed to The City of Farmington, by SPECIAL WARRANTY DEED, recorded as entry 998127, Book 1545, at Page 501, Davis

WETLANDS AREA
(continued)

E 1459721 B 2394 P 990

County Records; thence, along said property line, North 43°03'18" East 175.39 feet to an angle point in said property line; thence continue on said property line South 62°38'42" East 309.65 feet; thence continue on said property line South 49°59'42" East 289.57 feet to the southeasterly corner of said City of Farmington property; thence continue South 49°59'42" East 380.43 feet to the beginning of a curve to the left, having a radius of 350.00 feet; thence easterly and northerly, along the arc of said curve, an arc distance of 599.73 feet to the most westerly corner of Lot 344 of OAKRIDGE COUNTRY CLUB ESTATES, PLAT III; Thence along the boundary of said OAKRIDGE COUNTRY CLUB ESTATES, PLAT III the following eleven (11) courses:

- 1) South 37°38'33" East 110.39 feet;
- 2) South 02°03'34" West 88.75 feet;
- 3) South 01°12'59" East 136.92 feet;
- 4) South 19°42'31" East 100.00 feet;
- 5) South 00°25'10" West 70.00 feet;
- 6) South 38°29'12" East 77.10 feet;
- 7) South 00°25'10" West 95.00 feet;
- 8) South 89°34'52" East 202.69 feet to the easterly line of 60-foot wide 1100 West Street;
- 9) North 19°47'19" West, on said easterly line, 319.58 feet to the beginning of a curve to the right, having a radius of 25.00 feet;
- 10) northeasterly, along the arc of said curve, an arc distance of 48.40 feet to the south line of 60-foot wide 900 North Street;
- 11) South 88°52'30" East, on said south line, 102.71 feet to the easterly boundary of said OAKRIDGE COUNTRY CLUB ESTATES, PLAT III; thence South 21°15'51" East 357.98 feet to the northerly line of that certain real property conveyed to Max Kerr, being the first parcel of land described in the SPECIAL WARRANTY DEED recorded as entry 939968, Book 1435, at Page 443, Davis County Records; thence along the boundary of said parcel of land the following seven (7) courses:
 - 1) South 89°42'40" East 34.84 feet;
 - 2) South 19°47'39" East 276.83 feet;
 - 3) South 89°42'43" East 260.00 feet;
 - 4) South 00°17'17" West 252.036 feet;
 - 5) South 55°30'34" East 280.00 feet;
 - 6) North 34°29'26" East 73.914 feet;
 - 7) South 89°34'29" East 409.10 feet; thence, leaving said boundary of said parcel of land, South 89°34'29" East 178.60 feet to a point on the westerly line of the second parcel of land conveyed to Max Kerr by SPECIAL WARRANTY DEED recorded as entry 939968, Book 1435, at Page 443, Davis County Records; thence along the boundary of said lands of Max Kerr, NORTH 206.08 feet to the northwest corner thereof; thence along the north line of

WETLANDS AREA
(continued)

last said Kerr parcel, South 89°32'45" East 35.30 feet; thence leaving said Kerr parcel, North 01°07'29" East 777.63 feet; thence North 14°34'30" East 221.74 feet; thence North 21°15'52" West 805.21 feet; thence North 48°37'29" West 261.11 feet; thence North 03°37'16" West 477.66 feet to the point of beginning.

containing 53.406 acres of land more or less.

Subject to existing rights-of-way and easements of record.

2S162700.SWL
5/21/96

see Jamington Preserve
Northwest

E 1459721 B 2394 P 992

08-236-000141110003

**LEGAL DESCRIPTION
REVISED OVERALL CATHOLIC CHURCH PROPERTY**

All that certain real property situate, lying and being in Davis County, State of Utah, described as follows:

All that fractional portion of Section 13, Township 3 North, Range 1 West, Salt Lake Base and Meridian, being more particularly described as follows:

BEGINNING at the Northwest corner of that certain real property conveyed to the Roman Catholic Bishop of Salt Lake, by Warranty Deed, recorded as Entry No. 1099237, Book 1727, at Page 1237, Davis County Records, said point being 852.55 feet South and 21.24 feet East of the Northwest corner of said Section 13; thence North 01°07'18" East for 50.00 feet; thence North 01°05'46" East for 89.51 feet; thence South 89°43'17" East for 61.27 feet to the west right-of-way line of Shepard Creek Parkway, thence along said west line the following (5) five calls:

1) thence with a curve to the left having a radius of 182.50 feet, a central angle of 18°08'25" (chord bearing and distance of South 35°47'36" East - 57.54 feet) and for an arc distance of 57.78 feet;

2) thence South 44°51'48" East for 295.20 feet;

3) thence with a curve to the right having a radius of 117.50 feet, a central angle of 45°59'06" (chord bearing and distance of South 21°52'16" East - 91.79 feet) and for an arc distance of 94.30 feet;

4) thence South 01°07'17" West for 315.01 feet;

5) thence with a curve to the left having a radius of 330.50 feet, a central angle of 20°04'32" (chord bearing and distance of South 08°54'59" East - 115.21 feet) and for an arc distance of 115.80 feet; thence South 72°22'00" West for 21.21 feet; thence North 88°52'42" West for 343.94 feet to a point on the easterly boundary of Oakridge Country Club Estates "Plat III"; thence North 01°07'18" East along said easterly boundary for 630.50 feet to the POINT OF BEGINNING.

Containing 5.1325 Acres

EXHIBIT "B"

E 1459721 B 2394 P 993

**REDUCED PLAT OF
FARMINGTON PRESERVE NORTHWEST SUBDIVISION**

MFN/PROWS2/SECOND AMENDMENT TO GOVERNING DOCUMENTS 3

□

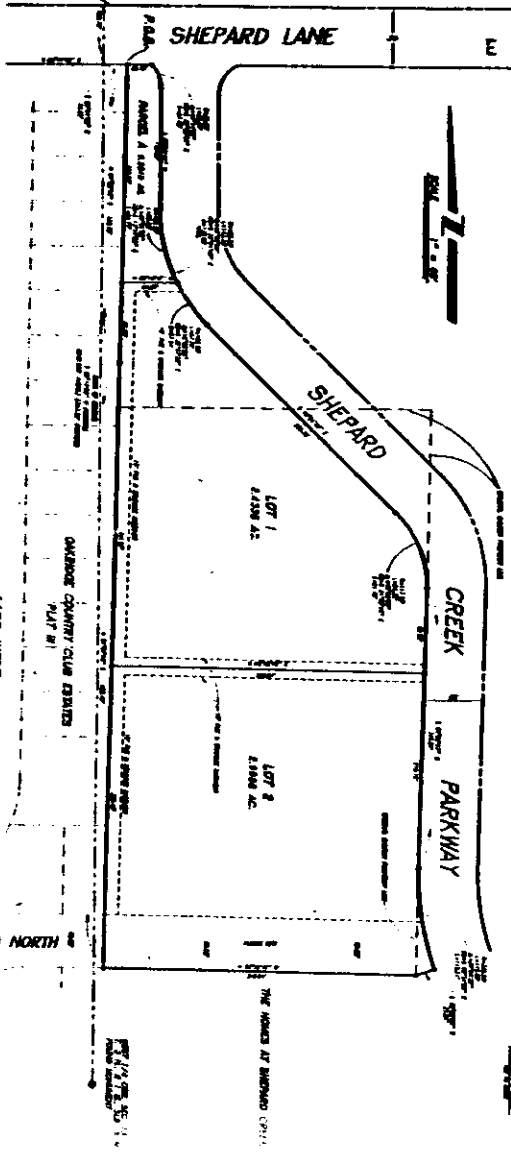
GENERAL NOTES:
 1. THIS PLAN IS A PRELIMINARY PLAN AND IS NOT TO BE USED FOR CONSTRUCTION.
 2. THE PROPERTY IS SUBJECT TO THE EASEMENTS AND RESTRICTIONS SET FORTH IN THE DEED RECORDING IN THE PUBLIC RECORDS OF THE COUNTY OF DAVIS, TEXAS.
 3. THE PROPERTY IS SUBJECT TO THE EASEMENTS AND RESTRICTIONS SET FORTH IN THE DEED RECORDING IN THE PUBLIC RECORDS OF THE COUNTY OF DAVIS, TEXAS.
 4. THE PROPERTY IS SUBJECT TO THE EASEMENTS AND RESTRICTIONS SET FORTH IN THE DEED RECORDING IN THE PUBLIC RECORDS OF THE COUNTY OF DAVIS, TEXAS.
 5. THE PROPERTY IS SUBJECT TO THE EASEMENTS AND RESTRICTIONS SET FORTH IN THE DEED RECORDING IN THE PUBLIC RECORDS OF THE COUNTY OF DAVIS, TEXAS.
 6. THE PROPERTY IS SUBJECT TO THE EASEMENTS AND RESTRICTIONS SET FORTH IN THE DEED RECORDING IN THE PUBLIC RECORDS OF THE COUNTY OF DAVIS, TEXAS.
 7. THE PROPERTY IS SUBJECT TO THE EASEMENTS AND RESTRICTIONS SET FORTH IN THE DEED RECORDING IN THE PUBLIC RECORDS OF THE COUNTY OF DAVIS, TEXAS.
 8. THE PROPERTY IS SUBJECT TO THE EASEMENTS AND RESTRICTIONS SET FORTH IN THE DEED RECORDING IN THE PUBLIC RECORDS OF THE COUNTY OF DAVIS, TEXAS.
 9. THE PROPERTY IS SUBJECT TO THE EASEMENTS AND RESTRICTIONS SET FORTH IN THE DEED RECORDING IN THE PUBLIC RECORDS OF THE COUNTY OF DAVIS, TEXAS.
 10. THE PROPERTY IS SUBJECT TO THE EASEMENTS AND RESTRICTIONS SET FORTH IN THE DEED RECORDING IN THE PUBLIC RECORDS OF THE COUNTY OF DAVIS, TEXAS.



E 1459721 B 2394 P 994

FARMINGTON PRESERVE NORTHWEST SUBDIVISION

LOCATED IN THE NORTHWEST QUARTER OF SECTION 13
 TOWNSHIP 3 NORTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN
 DAVIS COUNTY, TEXAS



THOMPSON-HYSELL ENGINEERS, INC.
 1100 WEST 1060 NORTH
 DAVIS COUNTY, TEXAS

<p>DATE OF PREPARATION: 12/31/2023</p> <p>DATE OF REVISION: 12/31/2023</p> <p>PROJECT NO.: 12345</p> <p>CLIENT: THOMPSON-HYSELL ENGINEERS, INC.</p>	<p>DATE OF PREPARATION: 12/31/2023</p> <p>DATE OF REVISION: 12/31/2023</p> <p>PROJECT NO.: 12345</p> <p>CLIENT: THOMPSON-HYSELL ENGINEERS, INC.</p>	<p>DATE OF PREPARATION: 12/31/2023</p> <p>DATE OF REVISION: 12/31/2023</p> <p>PROJECT NO.: 12345</p> <p>CLIENT: THOMPSON-HYSELL ENGINEERS, INC.</p>
---	---	---