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RICHARD T. MAUGHAN
DAVIS COUNTY, UTAH RECORDER
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DEP RT REC'D FOR FARMINGTON CITY C
DRP

JUL 09 2012
08-078-0068 (flag legal tie point)
0062 NE-25-3N-1W
0029 AMENDMENT No. 2 TO DEVELOPMENT AGREEMENT
0025
0057
0060

**FOR
THE MILLER MEADOWS SUBDIVISION**

THIS AMENDMENT TO DEVELOPMENT AGREEMENT is made and entered into as of the 20 day of March, 2012, by and between **FARMINGTON CITY**, a Utah municipal corporation, hereinafter referred to as the "City", and **RRR RANCH, LLC**, a Utah Limited Liability Company, hereinafter referred to as the "Developer".

RECITALS:

I. The parties previously entered into a Development Agreement for the Miller Meadows Subdivision dated July 9, 2004 (the "Development Agreement"), and Amendment No. 1 thereto dated April 6, 2005, and desire to amend said Development Agreement as more particularly provided herein ("Amended to Development Agreement"); and

II. Subsequent to approval of the Development Agreement, the City approved a revised Preliminary Plat for the Project (the "Revised Preliminary Plat"), on August 25, 2011.

III. The parties now desire to amend the Development Agreement to incorporate the Revised Preliminary Plat.

AGREEMENT

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 parties hereby agree as follows:

1. The above recitals are hereby incorporated into the Development Agreement.
2. Recitals C of the Development Agreement is hereby amended to read in its entirety as follows:

C. Developer received approval of a revised preliminary plat (the "Revised Preliminary Plat") for the Project from the Farmington City Planning Commission on August 25, 2011. The Preliminary Plat provides for the development of 117 single-family residential lots and 2 conservancy lots containing approximately 7.766 acres, which shall be subject to permanent conservation easement(s) acceptable to the City restricting development on such conservancy lots in accordance with the City's Laws.

3. Exhibit "Y" of the parties' prior Amendment No. 1 to the Development Agreement dated April 6, 2005, is hereby amended by replacing Exhibit "Y" with the Revised Preliminary Plat as set forth in Exhibit "Z" attached hereto and by this reference made a part hereof.

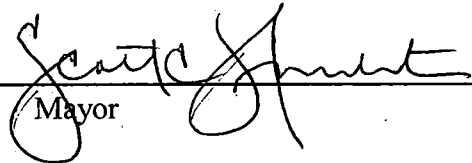
4. Except as expressly modified herein, the parties' Development Agreement for the Miller Meadows Subdivision, dated February 6, 2007, and Amendment No. 1 thereto, sated April 6, 2005, shall remain in full force and effect.

5. This Amendment to Development Agreement shall be binding upon the parties hereto and their respective heirs, agents, representatives, officers, successors and assigns.

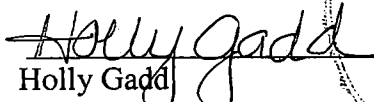
6. This Amendment to Development Agreement may be amended only in writing signed by the parties hereto.

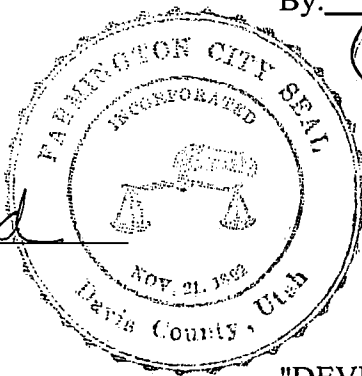
IN WITNESS WHEREOF, the parties hereto have executed this Amendment No. 2 to Development Agreement by and through their respective, duly authorized representatives as of the day and year first herein above written.

"CITY"
FARMINGTON CITY

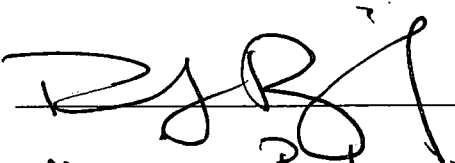
By: 
Mayor

ATTEST:


Holly Gadd
City Recorder



"DEVELOPER"
RRR Ranch LLC

By: 
Its: Managing Partner

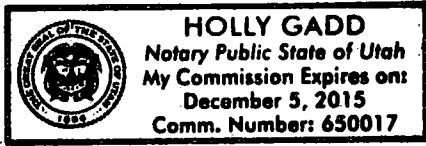
CITY ACKNOWLEDGMENT

STATE OF UTAH)

: ss.

COUNTY OF DAVIS)

On the 20 day of March, 2012, personally appeared before me Scott C Harbertson, who being by me duly sworn, did say that he is the Mayor of **FARMINGTON CITY**, a municipal corporation, and that said instrument was signed in behalf of the City by authority of its governing body and said Mayor acknowledged to me that the City executed the same.



Holly Gadd
NOTARY PUBLIC

My Commission Expires:

12/05/2015

Residing at:

Davis County

DEVELOPER ACKNOWLEDGMENT

STATE OF UTAH)

: ss.

COUNTY OF DAVIS)

On this 20 day of March, 2012, personally appeared before me, Randy Rigby, who being by me duly sworn, did say that (s)he is a managing member of **RRR Ranch L.L.C**, a Utah Limited Liability Company, and that the foregoing instrument was signed on behalf of said limited liability company by authority of its Articles of Organization and duly acknowledgment to me that said limited liability executed the same.

McKenzie M Dickson
Notary Public

My Commission Expires:

11-15-2015

Residing at:

West Haven, UT

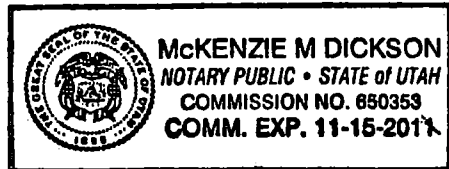
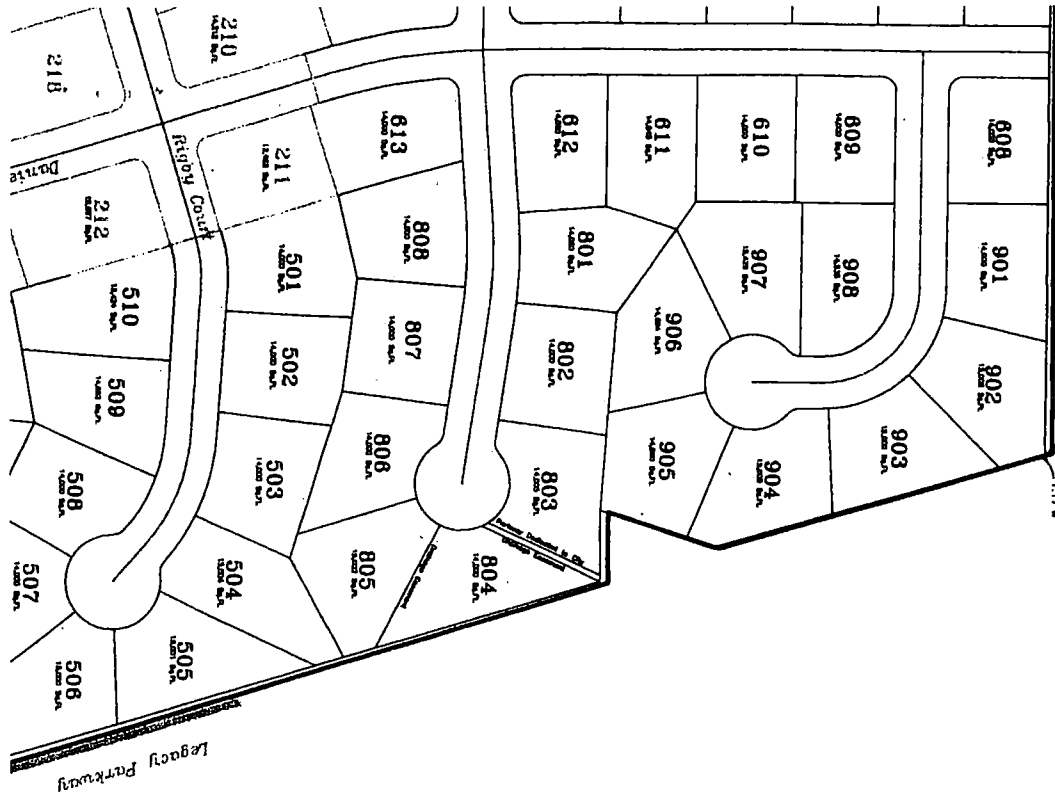


EXHIBIT Z

Utah Dept. of Transportation



Total Number of Lots =	117 Lots
Phase 1	22 Lots
Phase 2	25 Lots
Phase 3	8 Lots
Phase 4	11 Lots
Phase 5	10 Lots
Phase 6	13 Lots
Phase 7	12 Lots
Phase 8	8 Lots
Phase 9	8 Lots

Boundary Description of Remaining Property

Beginning at the Southeast Corner of Lot 306 of Miller Meadows Subdivision Phase 3 in Farmington City, Davis County, Utah which point is S07°29'51"E 1,612.13 ft. along the Quarter Section Line and N86°33'17"E 1,678.20 ft. along the South Boundary of Miller Meadows Subdivision Phases 1 and 3 from the North Quarter Corner of Section 25, T.3N., R.11W., S.11B. & M. and running thence along the boundary of Lot 305 of said Phase 3 in the following seven courses: (i) N33°36'31"W 189.11 ft., (ii) Northerly 80.23 ft. along the arc of a 50.00 ft. radius curve to the left through a central angle of 91°56'31" (chord bears N10°25'13"E 71.90 ft.), (iii) N54°26'57"E 57.15 ft., (iv) N12°02'W 87.48 ft., (v) S88°30'58"W 498.87 ft., (vi) N1°29'02"W 32.28 ft., (vii) to the Southeast Corner of Lot 214 of said Miller Meadows Phase 2; thence along the boundary of said Miller Meadows Phase 2 in the following sixteen courses: (i) N73°02'19"E 127.83 ft., (ii) N16°57'41"W 120.00 ft., (iii) N73°02'19"E 100.00 ft., (iv) N16°57'41"W 155.00 ft., (v) S73°02'19"W 110.00 ft., (vi) N16°57'41"W 67.15 ft., (vii) N73°02'19"E 100.00 ft., (viii) N16°57'41"W 290.00 ft., (ix) S73°02'19"W 100.00 ft., (x) N16°57'41"W 9.80 ft., (xi) S73°02'19"W 55.00 ft., (xii) S16°57'41"E 11.21 ft., (xiii) S73°02'19"W 85.60 ft., (xiv) S82°13'42"W 290.56 ft., (xv) S40°08'57"W 344.55 ft., (xvi) S89°39'57"W 289.53 ft.; thence N0°10'00"W 754.10 ft. along the East Line of 650 West Street (a 66 ft. wide road); thence along the boundary of the Burbridge Property in the following three courses: (i) S89°41'08"E 315.94 ft., (ii) N0°10'00"W 137.92 ft., (iii) N89°41'08"W 315.94 ft.; thence N0°10'00"W 10.00 ft., thence S 69°41'08"E 667.50 ft.; thence North 269.21 ft.; thence N89°48'15"E 76.54 ft.; thence S16°37'51"E 362.48 ft.; thence S18°48'15"W 122.70 ft.; thence N 33°56'31"W 11.45 ft. to the point of beginning.
Containing 28.91 acres.

FEMA Flood Plain Statement

According to FIRM Map 490044 0002 D This entire site is within a Zone X (areas considered to be outside the 500 year flood plain)

Notes:

- All existing and proposed roads within this plot shall be 55 ft. wide and meet Farmington City Standards (See Sheet 1 for cross section). 650 West Street is a 66 ft. wide City Standard Roadway.
- This project is within the current Farmington AE (Agricultural Estates) Zone. There is no anticipated change request for zoning.

Balling Engineering
Civil Engineering • Surveying • Planning
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Fax: (801) 299-0419

Meadows
t Plan
y Homes