



AFTER RECORDING, MAIL TO:
KARI JIMENEZ
IVINS CITY
55 NORTH MAIN
IVINS, UT 84738

APN: I-SB-19-G; I-SB-19-K; I-SB-19-F; I-SB-19-D; I-SB-19-E & I-SB-19-H

**Amendment to the Development Agreement for
Palisades at Snow Canyon Subdivision Project**

This Amendment ("Amendment") is made and entered into this ~~21st~~ day of January, 2014, by and between Gardner-Plumb Ivins, L.C., a Utah limited liability company and Gardner-Plumb, L.C., a Utah limited liability company (collectively referred to herein as the "Developer") and Ivins City, a municipality and political subdivision of the State of Utah (referred to herein as "Ivins City" or "Ivins") by and through its City Council.

Recitals

- A. The Original Agreement applied to approximately 108.464 acres of real property located in Ivins City, Washington County, Utah, as reflected in the Original Agreement (referred to as the "Original Project").
- B. A First Amendment to the Original Agreement was executed and recorded that applied to a 60.85 acre portion of the Original Project and described by the legal description attached hereto and by the following Parcel Numbers on file with the Washington County Recorder's Office:
 - I-SB-19-G Owner: Gardner-Plumb Ivins, L.C.
 - I-SB-19-K Owner: Gardner-Plumb Ivins, L.C.
 - I-SB-19-F Owner: Gardner-Plumb Ivins, L.C.
 - I-SB-19-D Owner: Gardner-Plumb Ivins, L.C.
 - I-SB-19-E Owner: Gardner-Plumb Ivins, L.C.
 - I-SB-19-H Owner: Gardner-Plumb, L.C.
- C. The Parties desire now to clarify add provisions on Phasing and Roads for The Palisades at Snow Canyon Project.

Now, therefore, in consideration of the mutual covenants, conditions, and consideration as more fully set forth herein, the parties herby agree as follows.

Agreement

- I. Reaffirm: This Amendment confirms and republishes the First Amendment to the

Development Agreement for the Palisades and Palisades Park Subdivision Project (Ivins City, Washington County, Utah and reaffirms it in its entirety, unless expressly amended by this Amendment.

- 2. Recitals and Findings. The foregoing recitals are incorporated herein by reference.
- 3. Phasing. The Palisades at Snow Canyon Project may be phased as follows:
 - a. Lots within any phase shown on the Phased Preliminary Plan may be grouped together into sub-phases and recorded on a Final Plat so long as the lots are contiguous and there are dual paved access roads fully installed or bonded for.
- 4. Roads. Within the area shown as Phase 3 of the Preliminary Plan, Developer shall be allowed to cut roads to grade and then submit construction plans for approval prior to construction. Developer shall have the flexibility to build roads after approval of construction plans but prior to Final Plat approval so long as: a) the road alignments have been determined by an approved Preliminary Plan; and b) an approved Development Agreement allows this flexibility.
- 5. Binding Effect. The provisions of this Amendment shall inure to the benefit of and be binding upon the successors and assigns of the parties hereto.

In WITNESS WHEREOF, the parties have executed this Amendment the day and year first above written,

IVINS CITY:

By: Chris Hart
Chris Hart, Mayor

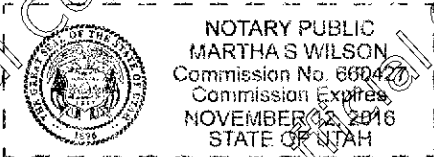


Attest:
Kari Jimenez
Kari Jimenez, City Recorder

STATE OF UTAH)

COUNTY OF WASHINGTON)
:ss

On this 22 day of January, 2014, before me personally appeared CHRIS HART and KARI JIMENEZ whose identities are personally known to or proved to me on the basis of satisfactory evidence, and who, being by me duly sworn (or affirmed), did say that they are respectively the Mayor and Recorder of Ivins City, and that the foregoing document was signed by them by authority, and they acknowledged before me that Ivins City executed the document and the document was the act of Ivins City for its stated purpose.



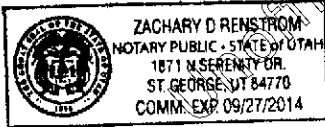
Martha S. Wilson
NOTARY PUBLIC

GARDNER-PLUMB IVINS, L.C.:

By: Walter Plumb
Its: Manager

STATE OF UTAH)
) :ss
COUNTY OF WASHINGTON)

On the 16 day of Jan, 2014, Walter Plumb personally appeared before me whose identity is personally known to or proved to me on the basis of satisfactory evidence, and who, being by me duly sworn (or affirmed), did say that he is the Manager of Gardner-Plumb Ivins, L.C. and who did duly acknowledge to me that the foregoing document was entered into on behalf of such entity by authority of its Operating Agreement.



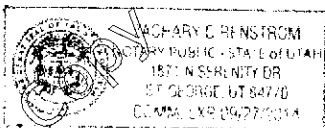
ZDR
NOTARY PUBLIC

GARDNER-PLUMB, L.C.:

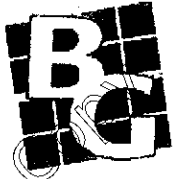
By: Walter Plumb
Its: Manager

STATE OF UTAH)
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COUNTY OF WASHINGTON)

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ZDR
NOTARY PUBLIC



BUSH & GUDGELL, INC.
Engineers • Planners • Surveyors
205 East Tabernacle
St. George, Utah 84770
(435) 673-2337 (ph)
(435) 673-3161 (fax)

3/21/13

Legal Description

The Palisades at Snow Canyon
Prepared for Walter Plumb

Section 32, Township 41 South, Range 16 West, SLB&M

BEGINNING AT THE EAST 1/4 CORNER OF SECTION 32, TOWNSHIP 41 SOUTH, RANGE 16 WEST, SALT LAKE BASE AND MERIDIAN, AND RUNNING THENCE S 1°18'27" W 1881.96 FEET ALONG THE EAST SECTION LINE TO A POINT BEING N 1°18'27" E 748.94 FEET FROM THE SOUTHEAST CORNER OF SAID SECTION 32, POINT ALSO BEING THE NORTHEAST CORNER OF A PARCEL MORE PARTICULARLY DESCRIBED IN DOCUMENT NO. 20110009313, RECORDED AND ON FILE AT WASHINGTON COUNTY RECORDERS OFFICE, STATE OF UTAH; THENCE ALONG THE NORTHERLY BOUNDARY OF SAID PARCEL THE FOLLOWING TEN (10) COURSES, (1) N 89°45'29" W 101.62 FEET; (2) THENCE S 81°41'02" W 86.56 FEET; (3) THENCE N 89°45'29" W 172.58 FEET; (4) THENCE N 83°56'46" W 86.97 FEET; (5) THENCE N 79°05'09" W 94.20 FEET; (6) THENCE S 53°00'33" W 54.73 FEET; (7) THENCE SOUTH 125.51 FEET; (8) THENCE N 89°45'35" W 256.73 FEET; (9) THENCE N 77°23'10" W 169.35 FEET; (10) THENCE S 87°26'15" W 170.92 FEET TO A POINT ON THE EASTERLY BOUNDARY OF PALISADES PHASE 1, RECORDED AND ON FILE AT WASHINGTON COUNTY RECORDERS OFFICE, STATE OF UTAH; THENCE ALONG SAID BOUNDARY THE FOLLOWING SIXTY THREE (63) COURSES, (1) THENCE N 89°45'29" W 44.10 FEET; (2) THENCE N 0°14'31" E 8.00 FEET; (3) THENCE N 89°45'29" W 23.10 FEET; (4) THENCE N 62°56'14" W 27.74 FEET; (5) THENCE N 26°40'21" E 72.75 FEET; (6) THENCE N 20°54'12" W 46.94 FEET; (7) THENCE N 0°14'31" E 30.97 FEET; (8) THENCE N 88°44'23" W 3.22 FEET; (9) THENCE N 1°15'37" E 36.77 FEET; (10) THENCE N 88°44'23" W 4.00 FEET; (11) THENCE N 1°15'37" E 56.16 FEET; (12) THENCE N 88°44'23" W 4.00 FEET; (13) THENCE N 1°15'37" E 25.60 FEET; (14) THENCE S 88°44'23" E 4.00 FEET; (15) THENCE N 1°15'37" E 35.58 FEET; (16) THENCE N 88°44'23" W 4.00 FEET; (17) THENCE N 1°15'37" E 38.81 FEET; (18) THENCE S 88°44'23" E 4.00 FEET; (19) THENCE N 1°15'37" E 29.665 FEET; (20) THENCE S 88°44'23" E 4.00 FEET; (21) THENCE N 1°15'37" E 47.67 FEET; (22) THENCE N 88°44'23" W 4.00 FEET; (23) THENCE N 1°15'37" E 22.665 FEET; (24) THENCE S 88°44'23" E 4.00 FEET; (25) THENCE N 1°15'37" E 29.97 FEET; (26) THENCE N 88°44'23" W 4.00 FEET; (27) THENCE N 1°15'37" E 70.03 FEET; (28) THENCE N 88°44'23" W 4.00 FEET; (29) THENCE N 1°15'37" E 23.96 FEET; (30) THENCE S 88°44'23" E 4.00 FEET; (31) THENCE N 1°15'37" E 10.53 FEET; (32) THENCE S 88°44'23" E 4.00 FEET; (33) THENCE N 1°15'37" E 39.69 FEET; (34) THENCE N 88°44'23" W 8.00 FEET; (35) THENCE N 1°15'37" E 45.40 FEET; (36) THENCE N 89°14'39" W 122.57 FEET TO A POINT OF THE EASTERLY RIGHT OF WAY OF PARK AVENUE. POINT ALSO BEING ON A 30.00 FOOT RADIUS CURVE TO THE RIGHT, WITH A RADIUS WHICH BEARS S 46°58'19" E; (37) THENCE NORTHEASTERLY 1.72 FEET ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 3°16'55" TO A POINT ON A 55.00 FOOT RADIUS REVERSE CURVE TO THE LEFT; (38) THENCE NORTHWESTERLY 95.40 FEET ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 99°22'56"; (39) THENCE N 84°34'08" E 57.51 FEET; (40) THENCE N 1°15'37" E 59.52 FEET; (41) THENCE N 88°44'23" W 4.00 FEET; (42) THENCE N 1°15'37" E 79.75 FEET; (43) THENCE N 88°44'23" W 8.00 FEET; (44) THENCE N 1°15'37" E 41.365 FEET; (45) THENCE N 88°44'23" W 4.38 FEET; (46) THENCE N 1°15'37" E 37.84 FEET; (47) THENCE N 88°44'23" W 8.00 FEET; (48) THENCE N 1°15'37" E 83.88 FEET; (49) THENCE N 88°42'25" W 11.875 FEET; (50) THENCE N 1°15'37" E 74.86 FEET; (51) THENCE N 88°44'23" W 8.00 FEET; (52) THENCE N 1°15'37" E 99.79 FEET; (53) THENCE N 88°44'23" W 8.00 FEET; (54) THENCE N 1°15'37" E 99.79 FEET; (55) THENCE N 88°44'23" W 8.00 FEET; (56) THENCE N 1°15'37" E 99.79 FEET; (57) THENCE N 88°44'23" W 8.00 FEET; (58) THENCE N 1°15'37" E 99.79 FEET; (59) THENCE N 88°44'23" W 8.00 FEET; (60) THENCE N 1°15'37" E 99.79 FEET; (61) THENCE N 88°44'23" W 8.00 FEET; (62) THENCE N 1°15'37" E 99.79 FEET; (63) THENCE N 88°44'23" W 8.00 FEET.

S 88°44'23" E 8.00 FEET; (53) THENCE N 1°15'37" E 60.00 FEET; (54) THENCE N 88°44'23" W 4.00 FEET; (55) THENCE N 1°15'37" E 66.01 FEET; (56) THENCE N 88°44'23" W 27.87 FEET; (57) THENCE N 1°06'49" E 84.465 FEET; (58) THENCE N 88°53'11" W 13.57 FEET; (59) THENCE N 1°08'49" E 63.42 FEET; (60) THENCE N 88°51'11" W 8.00 FEET; (61) THENCE N 1°11'55" E 162.46 FEET TO THE NORTHEAST CORNER OF SAID SUBDIVISION; THENCE N 1°11'55" E 344.44 FEET ALONG THE EXTENSION OF THE SAID EASTERLY BOUNDARY TO A POINT ON THE QUARTER SECTION LINE OF SAID SECTION 32; THENCE S 88°45'24" E 1426.27 FEET TO THE POINT OF BEGINNING.

CONTAINS 60.85 ACRES MORE OR LESS

