

When recorded, return to:
 Midvale City
 655 W. Center St.
 Midvale, UT 84047

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 Book - 9939 Pg - 5294-5302
 GARY W. OTT
 RECORDER, SALT LAKE COUNTY, UTAH
 MIDVALE CITY
 655 W CENTER STREET
 MIDVALE UT 84047
 BY: ZJM, DEPUTY - WI 9 P.

**AMENDMENT TO
 DEVELOPMENT AGREEMENT FOR
 THE VILLAGE AT RIVERWALK
 CONDOMINIUM DEVELOPMENT
 MIDVALE CITY, UTAH**

THIS AMENDMENT TO THE DEVELOPMENT AGREEMENT ("Amendment") is entered into as of this 8th, day of March, 2011 by and among DG Development & Investment, Inc., its successors and assigns ("Developer") and Midvale City Corporation, a Utah municipal corporation ("Midvale" or "City") for the Village at Riverwalk Condominium Development, which is a portion of that certain sub area of the Bingham Junction Project known as Riverwalk at Bingham Junction located in Midvale City, Utah.

A. Development Agreement for The Village at Riverwalk Condominium Development. The Development Agreement for the Village at Riverwalk Condominium Development was approved by Midvale City Resolution No. 01/02/2007 R-01, agreed upon and signed by all parties, and recorded with the Salt Lake County Recorder in Book 9432, Page 1814.

B. Parkview at Riverwalk Development. The Village at Riverwalk Condominium Development has become known as the Parkview at Riverwalk Development ("Parkview Development"). The Parkview Development is nearing its final phase of construction with 48 of the stacked, condominium units and 71 of the townhouse units having final site plan approval, under construction, or completed with Certificates of Occupancy. The area remaining to be developed is 1.30 acres of the original 10-acre development site.

C. Amended Development Plan for the Parkview Development. On January 5, 2011, Developer submitted to City, for review and approval, an amended Small Scale Master Plan and Subdivision Plat for the remaining undeveloped portion of the Parkview Development. This amendment included eliminating the underground parking for one of the stacked, condominium buildings and changing the second stacked, 12-unit, condominium building to a five-unit townhouse structure.

D. The Midvale City Planning Commission conducted a public hearing and approved the amended Small Scale Master Plan with conditions on January 26, 2011. This approval included a recommendation to the Midvale City Council to approve the preliminary subdivision plat for the amended development layout.

NOW THEREFORE, in consideration of the above recitals, the parties agree to amend The Development Agreement for the Village at Riverwalk Condominium Development as follows:

1. The property covered by this Amendment consists of approximately 10 acres of land located at approximately 6950 South River Gate Drive. This property is more fully described in Exhibit A, attached hereto.

2. Article 1, Paragraph 1.2 shall be amended to read as follows:

“Project Description. The Village Project covered by this Development Agreement consists of 60 condominium units (5 buildings with 12 condominium units per building) and 81 townhome units (19 buildings with between 3 and 5 townhome units per building), as more specifically described and shown in Exhibit B Amended.”

3. Article 1, Paragraph 1.3 shall be amended to read as follows:

“Project Phasing. The Village Project shall be constructed in three phases.”

4. Article 1, Paragraph 1.4 shall include, as a final sentence:

“The review and approval process to amend the original Small Scale Master Plan and Preliminary Subdivision Plat included a lawfully advertised public hearing with the Midvale City Planning Commission on January 26, 2011.”

5. The following paragraphs shall be added to Article 3:

“3.2. Agreement to Comply with Specific Conditions of Approval for the Phase 3 Area. The Developer agrees to the following conditions of approval for the Phase 3 area, which is more specifically described and shown in Exhibit I:

3.2.1. Development within Phase 3 shall comply with the conditions of the original Small Scale Master Plan approval from the Planning Commission found in Exhibit G.

3.2.2. The landscaped setback between the townhouse structure and River Gate Drive shall be approximately 30 feet and include berming and landscaping as shown in Exhibit I. These treatments meet the intent and comply with the streetscape requirements in the Bingham Junction Zone and Riverwalk Overlay, allowing the townhouse structure to be

constructed as shown in Exhibit F and include a fenced private yard created with a six-foot high screening vinyl fence.

3.2.3. Six parking stalls shall be added in Phases 1 and 2 to comply with the overall parking requirement for the Parkview Development. Two on-street stalls shall be added at the east end of Village Bend Lane, three stalls shall be added at the north end of View Park Drive, and one stall shall be added in the parking area between Buildings B and C by removing two handicapped stalls and restriping. Street trees and lights disturbed by the new on-street stalls shall be relocated in the same vicinity. On or before the date the first residential unit in Phase 3 is issued a Certificate of Occupancy by the City, Developer shall cause this parking to be constructed and the landscape replaced.

3.2.4. Final Site Plan Approval. Developer shall prepare and submit a Final Site Plan for the Phase 3 area that is consistent with the amended Small Scale Master Plan and comply with the provisions of this Development Agreement, the Zoning Ordinance, and all requirements of the City Engineer, Fire Marshal and Building Official. These submittals shall include the development layout and complete plans for landscaping, irrigation, grading, infrastructure, sidewalks, street lighting, building elevations, and any other details of the project required for review and approval. The Final Site Plan process is outlined in Section 17-7-3 E of the Zoning Ordinance.”

6. The fax number for the City Attorney in Article 4, Paragraph 4.7 shall be amended to read “(801) 567-0518”.
7. Exhibit B shall be replaced with Exhibit B Amended, attached hereto.
8. It is understood by all parties that Exhibit E does not reflect the amended Small Scale Master Plan for the Phase 3 area, and Exhibit E shall continue to be valid for the Phase 1 and 2 areas of the Project, with the exception of the changes to the parking as described in item 5, Paragraph 3.2.3 above.
9. Exhibit I, attached hereto, shall be added as a new exhibit.
10. All other conditions and terms in the original Development Agreement for the Village at Riverwalk Condominium Development shall remain the same.

(Signatures begin on following page)

IN WITNESS WHEREOF, this Amendment to the Development Agreement for the Village at Riverwalk Condominium Development has been executed by Midvale City Corporation, acting by and through the Midvale City Council, and by a duly authorized representative of D.G. Development & Investment, Inc. (Developer), as of the above stated date.

CITY:



MIDVALE CITY CORPORATION

By: JoAnn B Seghiri
JoAnn B Seghiri, Mayor

ATTEST:

Rori L. Andreason
Rori L. Andreason, MMC
City Recorder

DEVELOPER:

DG Development & Investment, Inc.

By: Daniel Gifford
Daniel Gifford, President

Subscribed and sworn to me this 8 day of March, 2011



Angelica Nicole Lazalde
(Notary)
Residing in Salt Lake County, Utah
My commission expires: 8-18-14

Legal Description

Beginning at a point located on the west line of 700 West Street said point being South $0^{\circ}18'00''$ West 2049.02 feet along the section line and North $89^{\circ}42'00''$ West 33.00 feet from the East Quarter Corner of Section 23, Township 2 South, Range 1 West, Salt Lake Base and Meridian and running:

thence Southwesterly 148.65 feet along the arc of a 230.00 foot radius curve to the left/center bears South $1^{\circ}38'36''$ East and the long chord bears South $60^{\circ}50'21''$ West 146.08 feet with a central angle of $37^{\circ}01'53''$ along the north line of said River Walk Drive;
 thence South $45^{\circ}19'31''$ West 521.40 feet along the north line of said River Walk Drive;
 thence Southwesterly 63.06 feet along the arc of a 530.00 foot radius curve to the left/center bears South $44^{\circ}40'24''$ East and the long chord bears South $41^{\circ}55'00''$ West 63.02 feet with a central angle of $6^{\circ}49'01''$ along the north line of said River Walk Drive;
 thence Southwesterly 33.42 feet along the arc of a 25.00 foot radius curve to the right/center bears North $51^{\circ}29'30''$ West and the long chord bears South $19^{\circ}05'48''$ West 32.53 feet with a central angle of $81^{\circ}10'37''$ along the north line of said River Walk Drive to the east line of River Walk Court;
 thence North $60^{\circ}18'59''$ West 302.48 feet along the east line of said River Walk Court;
 thence Northwesterly 276.56 feet along the arc of a 50.00 foot radius curve to the right/center bears North $29^{\circ}41'07''$ East and the long chord bears North $1^{\circ}29'41''$ West 239.02 feet with a central angle of $105^{\circ}38'24''$ along the east line of said River Walk Court;
 thence North $45^{\circ}19'31''$ East 146.65 feet along the east line of said River Walk Court;
 thence Northeasterly 69.03 feet along the arc of a 50.00 foot radius curve to the left/center bears $44^{\circ}40'29''$ West and the long chord bears North $5^{\circ}46'21''$ East 54.77 feet with a central angle of $66^{\circ}25'19''$ along the east line of said River Walk Court;
 thence North $45^{\circ}19'31''$ East 51.85 feet;
 thence Northeasterly 176.92 feet along the arc of a 225.55 foot radius curve to the right/center bears South $44^{\circ}40'29''$ East and the long chord bears North $67^{\circ}47'48''$ East 172.42 feet with a central angle of $44^{\circ}56'34''$;
 thence South $89^{\circ}43'55''$ East 62.72 feet;
 thence North $0^{\circ}31'16''$ West 70.94 feet;
 thence East 363.10 feet;
 thence South $12^{\circ}01'27''$ East 318.76 feet to the point of beginning.

Contains 436,608 square feet. 10.02 acres.

Exhibit A

AREA CALCULATIONS TABLE			
MARKING	AREA	PERCENTAGE	
OPENING	10,000.00	10.00	
WALKWAY	10,000.00	10.00	
LANDSCAPE	10,000.00	10.00	
DRIVEWAY	10,000.00	10.00	
STREET	10,000.00	10.00	
TOTAL	100,000.00	100.00	

NOTES:
 1. ALL DIMENSIONS ARE IN FEET AND INCHES.
 2. ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE NOTED.
 3. ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE NOTED.
 4. ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE NOTED.
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 10. ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE NOTED.

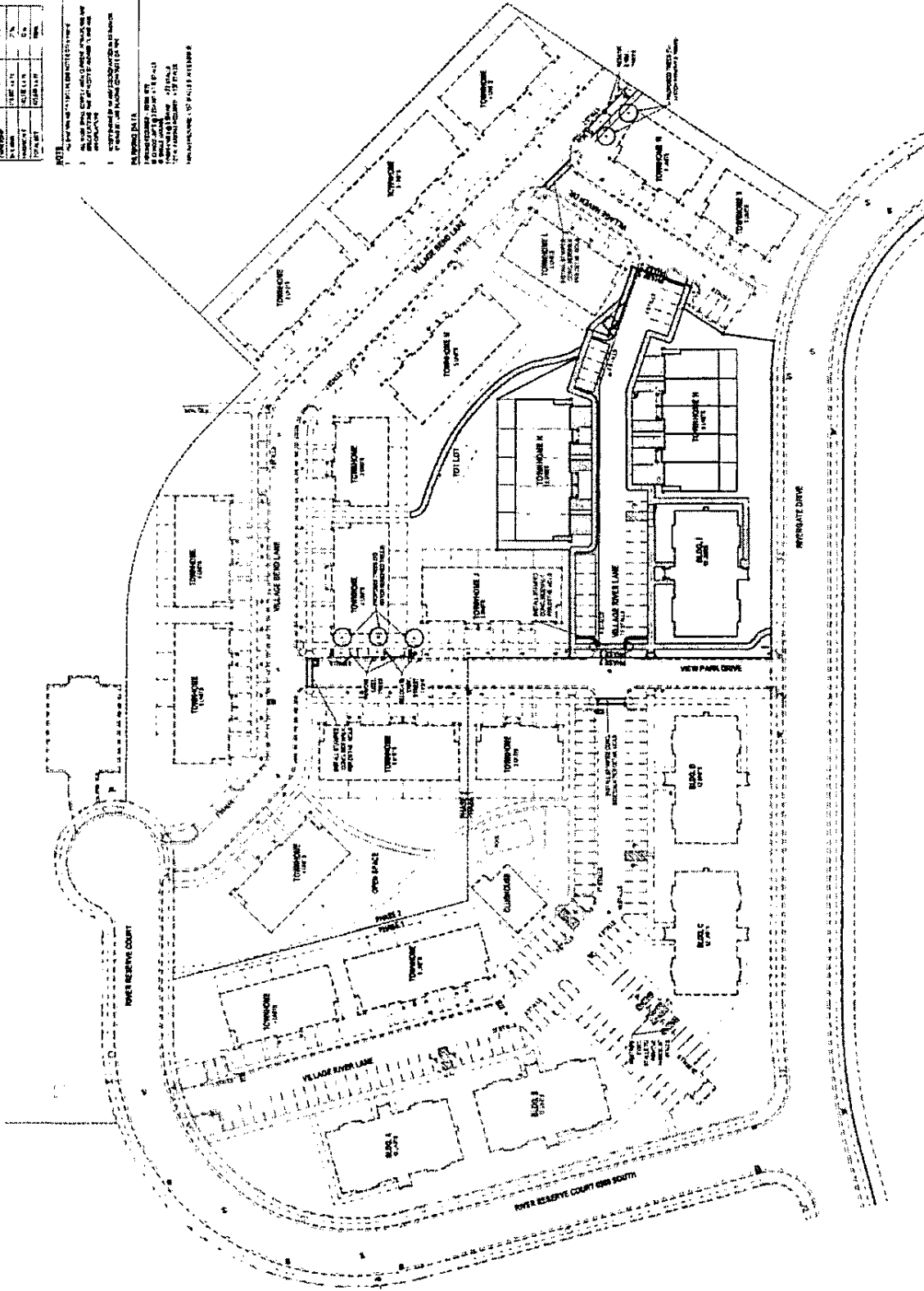


Exhibit B Amended

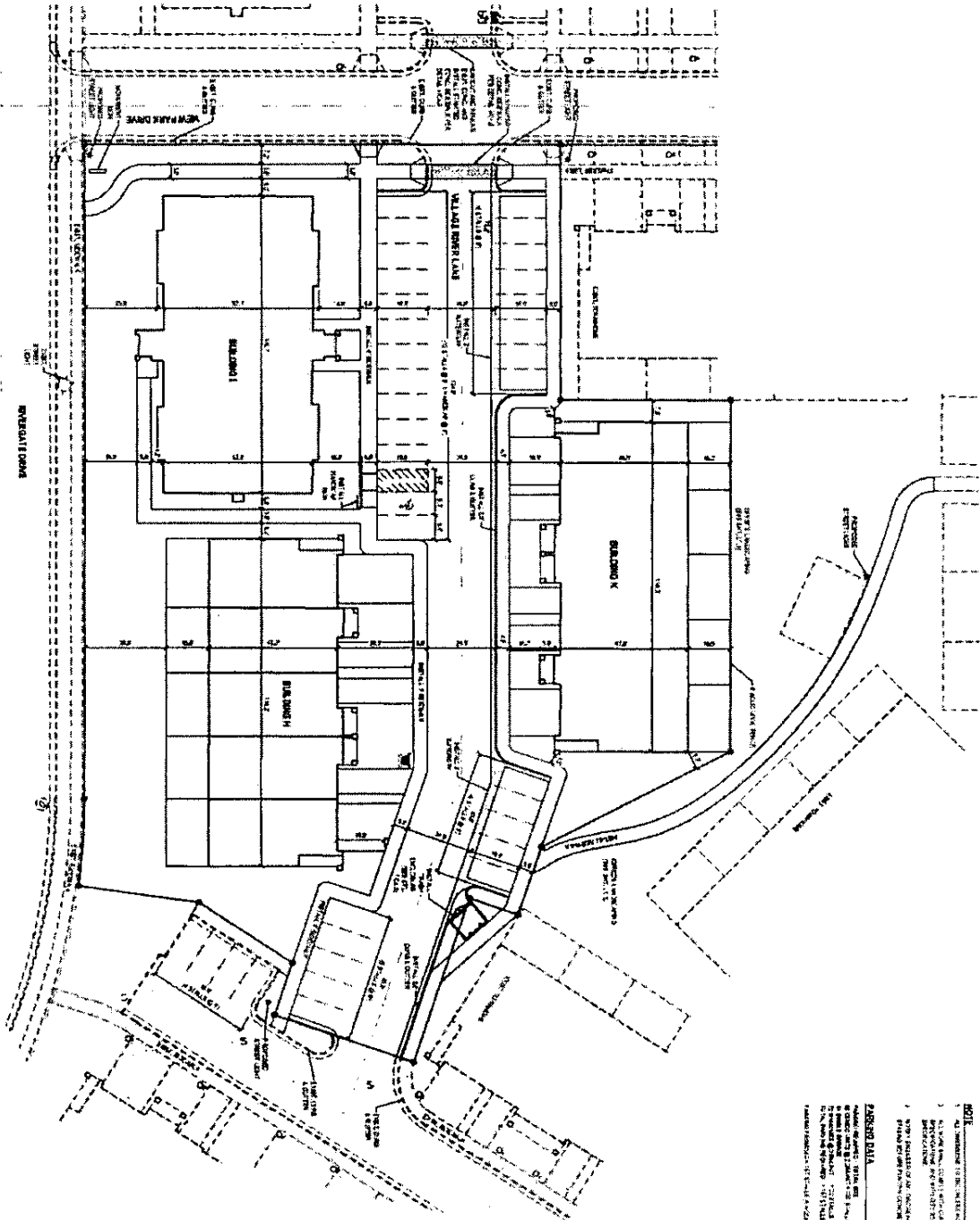
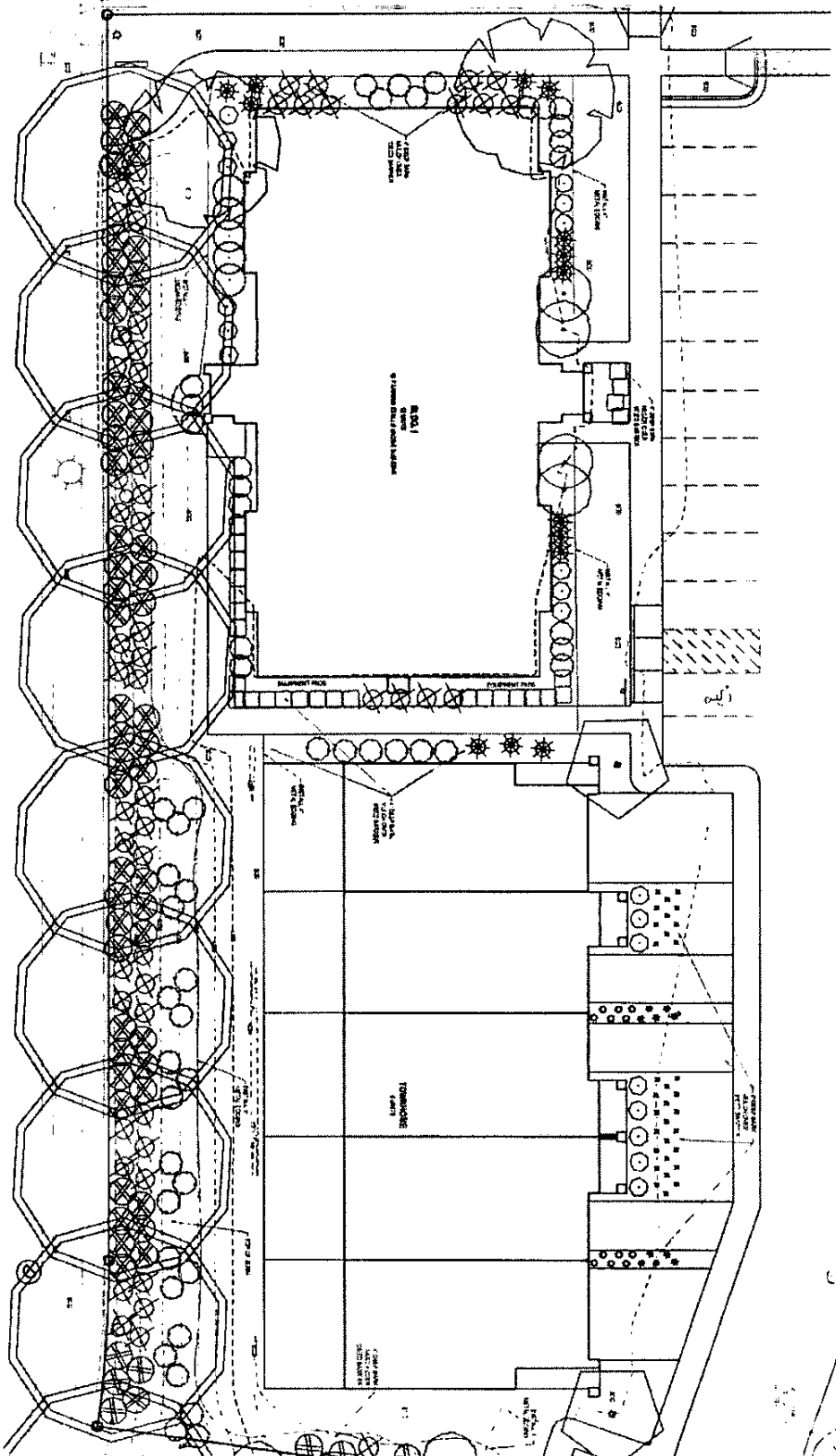


Exhibit I

NOTE:
 1. ALL DIMENSIONS TO FACE UNLESS OTHERWISE NOTED.
 2. ALL WORK SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE INTERNATIONAL BUILDING CODE AND THE INTERNATIONAL PLUMBING AND MECHANICAL CODE.
 3. ALL WORK SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE INTERNATIONAL ELECTRICAL CODE AND THE INTERNATIONAL FIRE AND ALARM CODE.
 4. ALL WORK SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE INTERNATIONAL MECHANICAL CODE AND THE INTERNATIONAL PLUMBING AND MECHANICAL CODE.
 5. ALL WORK SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE INTERNATIONAL ELECTRICAL CODE AND THE INTERNATIONAL FIRE AND ALARM CODE.
 6. ALL WORK SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE INTERNATIONAL MECHANICAL CODE AND THE INTERNATIONAL PLUMBING AND MECHANICAL CODE.

GENERAL DATA:
 1. ALL DIMENSIONS TO FACE UNLESS OTHERWISE NOTED.
 2. ALL WORK SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE INTERNATIONAL BUILDING CODE AND THE INTERNATIONAL PLUMBING AND MECHANICAL CODE.
 3. ALL WORK SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE INTERNATIONAL ELECTRICAL CODE AND THE INTERNATIONAL FIRE AND ALARM CODE.
 4. ALL WORK SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE INTERNATIONAL MECHANICAL CODE AND THE INTERNATIONAL PLUMBING AND MECHANICAL CODE.
 5. ALL WORK SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE INTERNATIONAL ELECTRICAL CODE AND THE INTERNATIONAL FIRE AND ALARM CODE.
 6. ALL WORK SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE INTERNATIONAL MECHANICAL CODE AND THE INTERNATIONAL PLUMBING AND MECHANICAL CODE.

GENERAL DATA			
DATE	10/15/2010	PROJECT	RENOVATION
SCALE	AS SHOWN	CLIENT	ABC COMPANY
DESIGNER	XYZ ENGINEERS	LOCATION	123 MAIN ST, NEW YORK, NY
DATE	10/15/2010	PROJECT	RENOVATION
SCALE	AS SHOWN	CLIENT	ABC COMPANY
DESIGNER	XYZ ENGINEERS	LOCATION	123 MAIN ST, NEW YORK, NY



LANDSCAPE

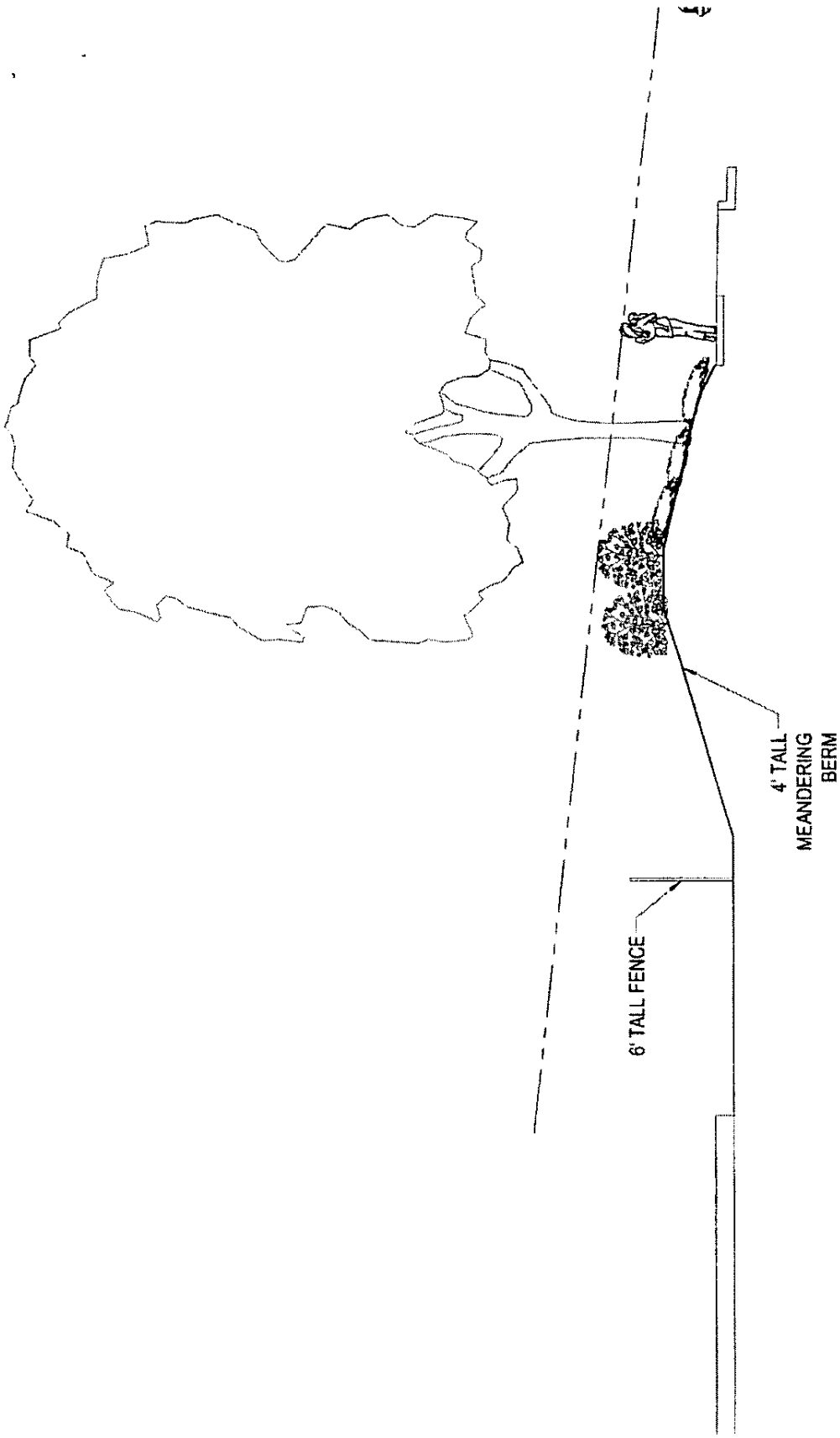
No.	Symbol	Plant Name	Quantity	Remarks
1		Large Tree	10	Plant in front of building
2		Medium Tree	20	Plant along perimeter
3		Small Tree	50	Plant in garden area

No.	Symbol	Plant Name	Quantity	Remarks
4		Shrub	100	Plant in garden area
5		Flower Bed	5	Plant in garden area

No.	Symbol	Plant Name	Quantity	Remarks
6		Lawn	1000	Plant in garden area
7		Path	100	Plant in garden area

No.	Symbol	Plant Name	Quantity	Remarks
8		Tree	10	Plant in garden area
9		Shrub	20	Plant in garden area
10		Flower Bed	5	Plant in garden area

1/2000



SITE CROSS-SECTION (TOWNHOUSE)



SCALE: NONE