

11252441  
09/30/2011 10:05 AM \$0.00  
Book - 9954 Pg - 2085-2093  
GARY W. OTT  
RECORDER, SALT LAKE COUNTY, UTAH  
MIDVALE CITY  
655 W CENTER STREET  
MIDVALE UT 84047  
BY: KSR, DEPUTY - WI 9 P.

**FIRST AMENDMENT TO THE  
DEVELOPMENT AGREEMENT FOR  
EAST RIVERWALK RESIDENTIAL PROJECT WITHIN  
THE RIVERWALK MASTER PLANNED DEVELOPMENT  
MIDVALE CITY, UTAH**

THIS FIRST AMENDMENT TO DEVELOPMENT AGREEMENT  
("Amendment") is entered into as of the 20 day of September, 2011,  
between EAST RIVERWALK, LLC, a Utah limited liability company ("Developer"),  
and Midvale City Corporation, a Utah municipal corporation ("Midvale" or "City").

**RECITALS**

A. The City entered into a certain Development Agreement for East Riverwalk Residential Project within the Riverwalk Master Planned Development Midvale City, Utah dated May 12, 2010 (the "Development Agreement") with Developer and First Utah Bank (the "Bank"), in connection with the development of certain real property commonly referred to as the East Riverwalk Residential Project, 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 (the "East Riverwalk Property"). The Development Agreement was agreed upon and signed by all parties, and recorded with the Salt Lake County Recorder in Book 9830, Pages 7011-7048. Capitalized terms not otherwise defined herein shall have the respective meanings ascribed to such terms in the Development Agreement.

B. The Developer has acquired all of the East Riverwalk Property owned by the Bank at the time the Development Agreement was entered into, and therefore, the Bank has no remaining ownership interest in the East Riverwalk Property; and

C. The City and the Developer believe that it is in the parties' best interests to amend the Development Agreement in the manner set forth in this Amendment.

**AGREEMENT**

NOW, THEREFORE, in consideration of the foregoing Recitals, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Developer and the City do hereby amend the Development Agreement pursuant to Section 13(e) of such Development Agreement, as follows:

1. The property covered by this Amendment consists of approximately 17.87 acres of land located at approximately 838 West River Gate Drive. This property is more fully described in Exhibit A, attached hereto.

2. Setbacks. Section 3.1.1.5 is hereby amended by deleting that provision in its entirety, and by inserting in lieu thereof the following provision:

“The side yard setbacks between dwelling units shall comply with the Building Code and provide the following separations between units: 10 feet between one-story units; 10 feet between a one-story unit and a two-story unit; and 10 feet between two-story units.”

3. Fencing. Section 3.1.1.6 is hereby amended by deleting the reference to a “six-foot high, tan vinyl, privacy fence” and by inserting in lieu of such a reference a reference to a “six-foot high, white vinyl, privacy fence.”

4. Housing Products. Section 3.1.3.1 of the Development Agreement is hereby amended to read as follows:

“The East Riverwalk Project shall include the six housing types included in Exhibit G, allowing the permitted options and variations as identified in Exhibit G-1.”

5. Exhibit G-1, attached hereto, shall be added as a new exhibit.

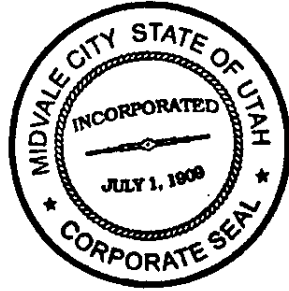
6. All other conditions and terms in the original Development Agreement for the East Riverwalk Residential Project shall remain the same.

*(Signatures on Next Page.)*

IN WITNESS WHEREOF, this First Amendment to the Development Agreement for the East Riverwalk Residential Project has been executed by Midvale City Corporation, acting by and through the Midvale City Council, and by a duly authorized representative of East Riverwalk, LLC (Developer), as of the above stated date.

CITY:

MIDVALE CITY CORPORATION



By: JoAnn B Seghini  
JoAnn B Seghini, Mayor

ATTEST:

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

DEVELOPER:

EAST RIVERWALK,  
LLC, a Utah limited liability company

By: Nathan Shipp  
Nathan Shipp, Manager

Subscribed and sworn to me this 20 day of September 2011



Kristen Zandi  
(Notary)  
Residing in Salt Lake County, Utah  
My commission expires: 1/11/13

**EXHIBIT A**  
Legal Description

Boundary Description

All of Lot 3B, River Walk at Bingham Junction Lot 3 & Open Space Amended Subdivision as found and on file at the Salt Lake County Recorder's Office, Book 2007 at Page 169, Recorded #10065358.

Contains 778,503 sq. ft. or 17.87 acres.

21-23-476-006

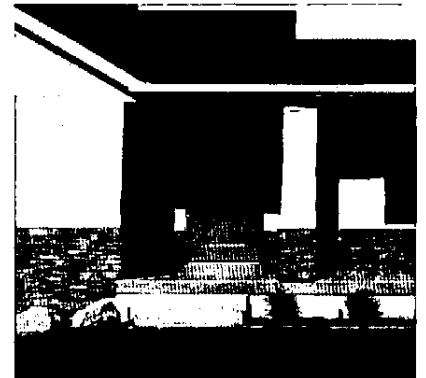
**EXHIBIT G-1**

## EAST RIVERWALK PERMITTED OPTIONS / VARIATIONS

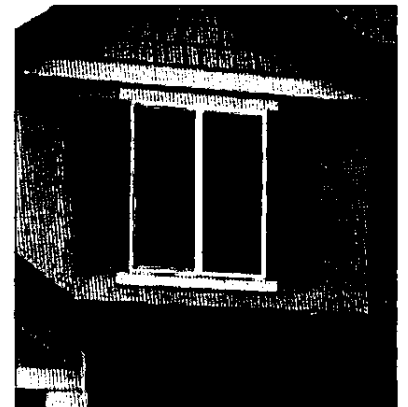
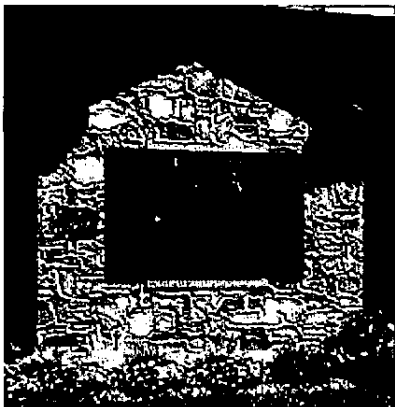
### 1. Dormers and Shed Roofs



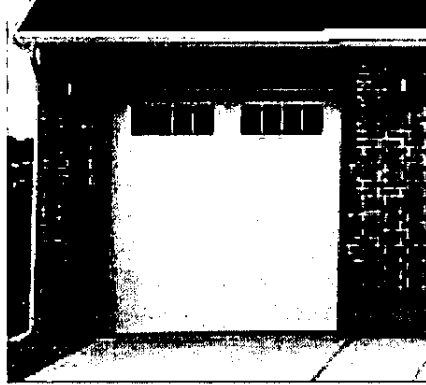
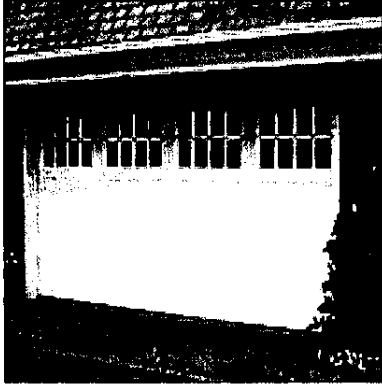
### 2. Tapered Columns vs. Straight Columns (Stone Base or Hardie)



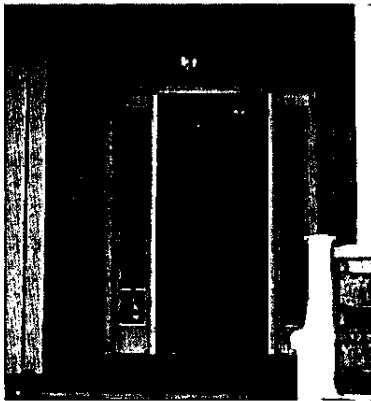
### 3. Shutters



4. Garage Door Variety (Windows / Panel Style, Hardware, etc.)



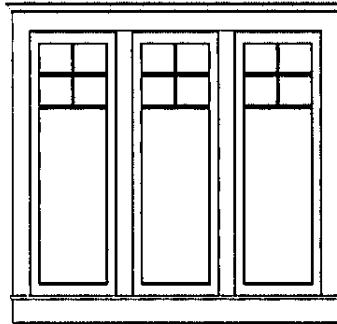
5. Entry Doors with Sidelites or Transoms



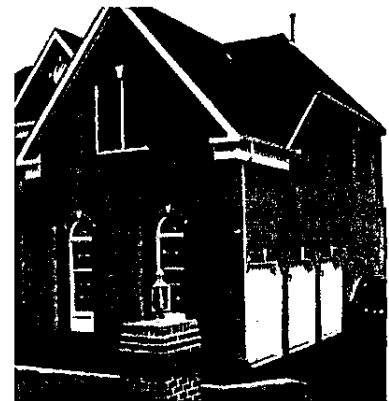
6. Corbels, Rafter Tails-Examples:



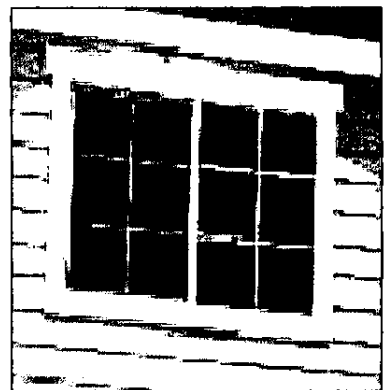
7. Window Type Variations (Slider, Single Hung, Casement and Picture)



8. Side Entry Garage on Corner Lot



9. Window Trim Variations (to include standard trim, as well as sills and extensions)-Examples:





10. Box Windows on Front / 2<sup>nd</sup> Floor-Examples:

