

WHEN RECORDED RETURN TO:  
Hurricane City  
147 N. 870 West  
Hurricane, UT 84737

Parcel ID# H-3-33-4371

Legal Description: See exhibit "A"

**DOC # 20160040532**

Agreement Page 1 of 4  
Russell Shirts Washington County Recorder  
10/27/2016 03:41:00 PM Fee \$ 0.00  
By HURRICANE CITY



## FIRST AMENDMENT TO DEVELOPMENT AGREEMENT

THIS First Amendment to Development Agreement is made and entered into on this 16<sup>th</sup> day of July, 2016 by and between Hurricane City Corporation, a Utah municipal corporation, hereinafter referred to as "City", and Zion Village Development, Inc, a Utah Corporation, hereinafter referred to as "Developer", (each of the foregoing individually a "Party" and collectively the "Parties").

WHEREAS the Parties have previously entered into a Development Agreement (hereafter "Development Agreement"), duly recorded in the office of the Washington County Recorder as document #20160014777; and

WHEREAS the Parties now desire to enter into an agreement amending said Development Agreement,

NOW, THEREFORE, IN CONSIDERATION of the mutual covenants and obligations contained herein the Parties hereto hereby enter into this First Amendment to Development Agreement as follows:

1. Amendment of Paragraph 12. Paragraph 12 "Bonding" of the Development Agreement is hereby amended in its entirety to read as follows:

12. **Bonding.** Developer agrees to obtain and provide to City a performance or other bond in the amount of \$825,000, an amount equal to 110% of the estimated cost of the clubhouse and pool improvements shown on the approved site plan for Phase 1 of Zion Village Townhomes, prior to issuance of a building permit for any of the townhome buildings in the project, naming City as an obligee and containing such terms and conditions as are acceptable to City, guaranteeing completion of said clubhouse and pool improvements in accordance with this Agreement. Said bond shall further provide that in the event that said clubhouse and pool are not completed within 3 years of the date of this agreement or prior to submittal for approvals for Phase 2 of Zion Village Townhomes, whichever shall come first, City shall be entitled to proceed against the developer and/or bond for completion of said clubhouse and pool as shown on approved site plan.

2. Deletion of Paragraph 13. Paragraph 13 "On-Site Property Manager" of the Development Agreement is hereby deleted.

3. Other Provisions Remain in Effect. Except as modified herein, all other terms and conditions of the Development Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, this First Amendment to Development Agreement has been executed by City and by a duly authorized representative of Developer as of the date first written above.



HURRICANE CITY, a political subdivision of the State of Utah

By: *John Bramall*  
John Bramall, Mayor

Attest:

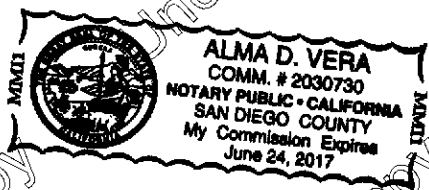
*Kaden DeMille*  
Kaden DeMille, Recorder

DEVELOPER

By: *Curtis Cerenzie*  
Curtis Cerenzie, President  
Zion Village Development, Inc.

State of California )  
State of ~~Utah~~ )  
                                  ) ss  
County of San Diego )

On this 15<sup>th</sup> day of July, 2016 before me Alma D. Vera, a notary public, personally appeared Curtis A. Cerenzie, proved on the basis of satisfactory evidence to be the person whose name is subscribed to this instrument, who duly acknowledged to me that he executed the same. Witness my hand and official seal.



*Alma D. Vera*  
Notary Public

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

**CIVIL CODE § 1189**

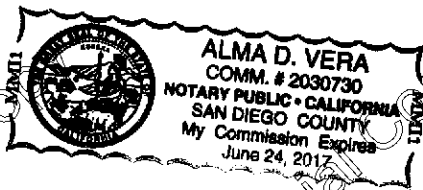
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California )  
County of San Diego )  
On July 15, 2016 before me, Alma D. Vera, A Notary Public  
Date Here Insert Name and Title of the Officer  
personally appeared Curtis A. Cerenzie  
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s) or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature [Signature]  
Signature of Notary Public

Place Notary Seal Above

**OPTIONAL**

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

**Description of Attached Document**

Title or Type of Document: Amendments development Agreement Document Date: 7/15/16  
Number of Pages: \_\_\_\_\_ Signer(s) Other Than Named Above: \_\_\_\_\_

**Capacity(ies) Claimed by Signer(s)**

Signer's Name: \_\_\_\_\_  
 Corporate Officer — Title(s): \_\_\_\_\_  
 Partner —  Limited  General  
 Individual  Attorney in Fact  
 Trustee  Guardian or Conservator  
 Other: \_\_\_\_\_  
Signer Is Representing: \_\_\_\_\_

Signer's Name: \_\_\_\_\_  
 Corporate Officer — Title(s): \_\_\_\_\_  
 Partner —  Limited  General  
 Individual  Attorney in Fact  
 Trustee  Guardian or Conservator  
 Other: \_\_\_\_\_  
Signer Is Representing: \_\_\_\_\_

Exhibit "A"

TODD GETZ DESCRIPTION:

COMMENCING AT THE WEST QUARTER CORNER OF SECTION 33, TOWNSHIP 41 SOUTH, RANGE 13 WEST, OF THE SALT LAKE BASE AND MERIDIAN; THENCE N00°04'05"E, ALONG THE SECTION LINE, 605.29 FEET; THENCE N90°00'00"E, 433.00 FEET TO THE POINT OF BEGINNING SAID POINT BEING LOCATED ON THE EAST LINE OF 2170 WEST STREET; THENCE N00°04'05"E, ALONG SAID LINE, 1,290.67 FEET; THENCE DEPARTING SAID LINE AND RUNNING S89°47'55"E, 379.09 FEET; THENCE S05°12'05"W, 357.90 FEET; THENCE S01°47'55"E, 409.99 FEET; THENCE S41°10'55"E, 122.44 FEET TO A CURVE TO THE RIGHT HAVING A RADIUS OF 160.00 FEET, AND A CENTRAL ANGLE OF 67°39'00"; THENCE SOUTHERLY ALONG SAID CURVE, 188.91 FEET; THENCE S26°28'05"W, 285.34 FEET; THENCE N89°48'32"W, 337.30 FEET TO THE POINT OF BEGINNING. CONTAINING 11.41 ACRES.