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DEVELOPMENT AGREEMENT
FOR
CRANE FIELD ESTATES (PRUD)

THIS DEVELOPMENT AGREEMENT (the "Agreement") is made and entered into as of the 10th Day of JANUARY, 2007, by and between CLINTON CITY, a Utah municipal corporation, hereinafter referred to as the "City", CLINTON CITY SANITARY SEWER SPECIAL SERVICE DISTRICT, a special service district established in Clinton City, Utah, hereinafter referred to as the "Service District", IVORY HOMES, a Utah Partnership, hereinafter referred to as the "Developer" and JAMES A. ALAND, private land owner, hereinafter referred to as the "Golf Course Developer." Developer and Golf Course Developer are jointly referred to as "Developers".

Recitals

- A. Developers own and are requesting 330.93 ± acres of land located within Clinton City, Davis County; Hooper City, Weber County; and unincorporated Davis County be developed within the guidelines of Clinton City Ordinance No. 03-04, entitled "Annexing Property At Approximately 3750 West 2300 North Into The City And Extending The Corporate Limits Of Clinton City Amending Articles Of Incorporation To Include Annexation Establishing A Zone For Annexed Property" and Ordinance No. 06-02 amending said ordinance, which property is more particularly described in Exhibit "A" attached hereto and by this reference made a part hereof (the "Property").
- B. Developer owns and is requesting 293.20 ± acres of land located within Clinton City, Davis County be developed within the guidelines of Clinton City Ordinance No. 03-04 as amended by Ordinance No. 06-02. Developer has expressed the intent to improve a portion of the Property as a Planned Residential Unit Development (PRUD) known as Crane Field Estates, a Planned Residential Unit Development (the "CRANE FIELD ESTATES SUBDIVISION PRUD PRELIMINARY PLAN"), which is more particularly described in Exhibit "B" attached hereto and by this reference made a part hereof.
- C. Golf Course Developer owns and is requesting 90.19± acres of land in the City, 44.89± acres of land in Hooper City, Weber County, and 2.65± acres of land in unincorporated Davis County be developed within the guidelines of Clinton City Ordinance No. 03-04. Golf Course Developer has expressed the intent to improve a portion of the Property as an 18-hole Golf Course known as Crane Field Golf Course (the "Golf Course"), which property is more particularly described in Exhibit "C" attached hereto and by this reference made a part hereof.
- D. The PRUD and Golf Course are referred to jointly as the "Project".
- E. As outlined in Clinton City Ordinance No. 03-04 as amended by Ordinance No. 06-02, "the total density for the annexation area and project site, which includes

the annexation area plus property owned by the developer presently located within the Clinton City Corporate Limits, will be no greater than two units per acre". After the total density is determined specific areas of the Project shall be zoned Performance Zone for commercial use as expressly modified during the approval of the PRUD application. Within the agreed guidelines of Ordinance No. 03-04, the Property is subject to all City ordinances and regulations including the provision of City's General Plan, City's Zoning Ordinances, City's Engineering Standards and Specifications and any permits issued by City pursuant to the foregoing ordinances and regulation (collectively, the "City's Laws").

- F. Persons and entities hereafter developing the Property or any portion of the Project shall accomplish such development in accordance with the provisions set forth in Ordinance No. 03-04 as amended by Ordinance No. 06-02, City's Laws, and this Agreement. This Agreement contains certain requirements for design and development of the Property and the Project in addition to those contained in Ordinance No. 03-04 as amended by Ordinance No. 06-02 and City's Laws. This Agreement may make the requirements of Ordinance No. 03-04 as amended by Ordinance No. 06-02 more stringent.

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, City and Developers hereby agree as follows:

1. Incorporation of Recitals. The above Recitals are hereby incorporated into this Agreement.
2. Development Plan. Developer shall develop a portion of the Property as a PRUD in phases as single family dwelling residential lots, one cluster development of 60 lots, two "Club Ivory" sites, one "Ivory Playground" (may become a "Club Ivory") and approximately one (1) acre of commercial property in accordance with the approved development plan, which plan is attached hereto as Exhibit "B" and by this reference is made a part hereof (the "PRUD Preliminary Plan") and by this reference made a part hereof.
3. Golf Course Development Schedule. Golf Course Developer shall develop on 137.73± acres of property reserved for recreational use to be developed as a an eighteen hole golf course with a clubhouse, driving range and other standard accessories in accordance with the approved final Golf Course Development Plan, which plan in attached hereto as Exhibit "D" and by this reference is made a part hereof (the "Golf Course Development Schedule") and by this reference made a part hereof.
4. Plats and Site Plans. A subdivision plat and/or site plan where appropriate for each phase of the PRUD will be required for approval by City. All phases of the

PRUD receiving final plat and/or site plan approval must be developed in strict accordance with the approved final plat and/or site plan for that phase. Once approval has been granted for a final plat and/or site plan no amendments or modifications to the final plat and/or site plan for any phase shall be made by Developer without the written approval of City being first obtained. Nothing contained herein shall be construed as granting final plat and/or site plan approval to Developer for any portion of the PRUD.

5. Changes to this Agreement. City must approve, in writing any changes proposed for this Agreement and/or any plans associated with this Agreement and said amendments or changes shall be recorded similar to this Agreement before becoming effective. The Clinton City Council shall receive a recommendation from the Planning Commission before acting upon any requested amendments or changes. Changes to plans associated with general engineering practices in accordance with the City's Laws and approved by City Engineer and recorded in the Community Development Department shall not constitute a change to this Agreement.

6. Surface and Run-off Water Rights: As part of the application for PRUD Preliminary Plat approval and Golf Course Design Approval, Developers will provide to City statements of water rights or of release of rights dealing with irrigation, surface and subsurface waters that drain from the Property.

The intent of this is to insure that all water rights belonging to individuals down stream from the Property are preserved and that once water enters into the City storm drain system that no claims exist to the water. Developers shall be responsible for any future claims of water rights and shall insure that City/Service District and its employees and representatives are held harmless in the event of any claim.

7. Soils Report: Developers shall provide to City a soils analysis report performed by and submitted by recognized, reputable State licensed engineer. Soils analysis report shall include but not be limited to soil bearing capacity, water table, street build-up requirements for collector and local roadways, footing requirements for structures, and other information pertinent to development of the property. Soils report shall be provided to City upon application for preliminary plat approval.

8. Wetlands: Developers shall assume full responsibility and liability for dealing with all issues related to wetlands and the Army Corps of Engineers. Developers shall cause to have developed and provided to City a wetlands delineation study. Developers shall provide to City a copy of the verification of the delineation study from the U.S. Army Corps of Engineers. Additionally, Developers shall, where determined necessary, provide to the City a copy of the U.S. Army Corps of Engineers permit to impact wetlands in the development of the PRUD. If no permit is required written verification from the U.S. Army Corps of Engineers shall be provided to the City. No portion of this agreement is intended to indicate approval by City for disturbance of any kind of wetlands within or around the Project.

Developers hereby agree to indemnify and hold City/Service District and its officers, employees, representatives, agents and assigns harmless from any and all liability, loss, damage, costs or expenses, including attorneys fees and court costs, arising from or as a result of issues related to wetlands, wetland delineation, wetland mitigation, or other issues related to wetlands and or dealings with the Army Corps of Engineers.

9. Development of the PRUD. The PRUD shall be developed by Developer and/or Developers, successors and assigns in accordance with all of the requirements contained herein.

a. Commercial Development: The PRUD will have a one (1) acre site for commercial development. The shape and location of this site must be carefully considered due to the buffering requirements of the Performance Zone.

b. Compliance with City Laws and Development Standards: The PRUD and all portions thereof shall be developed in accordance with City's Laws, the Development Plan and the approved preliminary and final plats and site plans, and this Agreement.

c. Lot Sizes and Design:

i. The total density of the PRUD shall not exceed the area (293.20 acres) multiplied by the density allowed in Ordinance No. 03-04 (2.0 units per acre) or 586 lots.

ii. Minimum lot standards for the development:

(1) Standards established for the AE (Agricultural Estates) Zone for lots required to be one-half acre or greater

(2) Standards established for the R-1-10 Zone for all residential lots except for 60-lots that are to be clustered into one area and are to meet the standards outlined in Ordinance No. 06-02.

iii. Lots adjacent to existing residential lots shall be a minimum of ½ acre (or same size if less than ½ acre) or greater in size or shall have a buffer between the existing lots/zone and the new lots as approved with the preliminary plat. The primary intent is separation between dwellings and any land that is or may be utilized for pasturing animals.

iv. Lots adjacent to existing undeveloped property within Clinton that is zoned A-1 shall be a minimum of ½ acre lots or greater in size or shall have a buffer between the existing lots/zone and the new lots as approved with the preliminary plat. The primary intent is separation between dwellings and any land that is or may be utilized for pasturing animals.

d. Dwelling Size, Design, and Amenities:

i. All dwellings shall meet the requirements established in Ordinance No. 03-04 and 06-02 and this Agreement.

ii. Dwellings are to be consistent with those outlined in the Ivory Homes, Catalogue of Homes 2005, (2005 Catalogue). When changes occur in the design of homes published in the catalog, homes constructed within the Project shall be larger in size and yet significantly match other features as outlined in the 2005 Catalogue. The Plan Sizes and Choices table from the 2005 Catalogue is contained in Exhibit "F".

iii. All homes constructed in the Project shall be covered with brick, rock, cultured rock, or other cementous materials on 100% of the exterior vertical surfaces.

iv. Every residence shall have, included in the sales package, sod sufficient enough to cover the front yard of the lot.

v. Street width, width of asphalt, has been reduced three (3) feet on subdivision streets within the Project. Developer agrees to install two trees, minimum 1 ½ inch caliper, in the park strip per residential frontage where there is enough frontage, recognizing that cul-de-sac lots have limited frontage. However, where corner lots have two frontages three trees shall be planted in the park strip. Developer shall place in the Association CC&R's the requirement for the owner to replace any trees that do not survive and if the owner does not the association shall assess the owner appropriately.

e. Streets and Related Improvements:

i. Developer will construct and/or improve and dedicate to City the streets designated for public access indicated on the preliminary plat and as shown on final subdivision plats and/or site plans for the PRUD. Construction and/or improvement of the streets shall include all curb, gutter, paving, sidewalks, park strips and related utilities. All construction and improvement shall be in accordance with City-approved design and construction standards and requirements or as designed, based upon a soils analysis conducted by a certified soils engineer whichever is the greater requirement. Prior to construction, plans and specifications shall be reviewed and approved by City Engineer.

ii. Collector Roads Within PRUD:

(1) 2300 North is indicated as a collector road in the Clinton City Transportation Master Plan and shall be developed as a collector road. Developer will fully improve 2300 North Street right-of-way as a collector road the entire distance that such right-of-way runs within the PRUD.

Improvement will be scheduled with phasing and shall be contiguous in development.

(2) PRUD shall include, Cranefield Road (2650 West), collector road that will extend to the north from 2300 North and be designed with the intent to join with a collector road in Hooper City. Developer shall provide to Hooper City drawings, detailed enough to satisfy the Hooper City Engineer, so Hooper City can plan the extension of this collector road north to 6000 South.

(3) PRUD shall include 4000 West, collector road that will be planned to extend to the south from 2300 North and be designed with the intent to join with a collector road in West Point City. Developer shall provide to West Point City drawings, detailed enough to satisfy the West Point City Engineer, so West Point City can plan the extension of this collector road north to 6000 South.

(4) Collector Road Outside PRUD: Where the development is only on one side of 2300 North City may require Developer to make improvement to both sides of the right-of-way in an amount set by City and City will pay back to Developer the cost of the improvements outside of the PRUD. If City requires development outside of the PRUD City may enter into a written agreement with Developer to payback the cost of improvements outside of the PRUD and have the Developer install the improvements. The payback will be set up on a payback schedule related to the number of building permits issued within the PRUD and the transportation impact fees collected during any given month. The payback will be completed once Developer has received, in full the cost of street improvements located outside of the PRUD. Determination of the cost of the street improvements shall be based upon the engineer's estimate utilized in development of the Subdivision Escrow Agreement and Subdivision Improvement Agreement for the specific phase of the PRUD where the improvements are being installed.

iii. Street Lights: Street lighting will be provided in each phase of the PRUD and all plans shall be subject to review and approval of City prior to installation. All street lighting shall conform to City's decorative street lighting standards.

f. Club Ivory/Park Ivory/Park.

i. At least two Club Ivory developments will be established as part of the PRUD. These clubs will be held in common by the homeowners association and is to be maintained and operated by the same association. At a minimum the Club Ivory is to have the following amenities:

(1) A swimming pool.

- (2) A wading pool for children which is 1 foot deep.
- (3) A club house with bath rooms and changing rooms.
- (4) An equipment room.
- (5) A small meeting area.
- (6) A fully landscaped park and playground equipment outside the fenced pool area with barbecue facilities.

ii. One Park Ivory development will be established as part of the PRUD. This park will be held in common by the homeowners association and is to be maintained and operated by the same association. This amenity may be upgraded to a Club Ivory with the same amenities outlined above. At a minimum the Park Ivory is to have the following amenities:

- (1) A fully landscaped park and playground equipment outside the fenced pool area with barbecue facilities.

iii. One Park, located on property south of 2500 North and on the west side of Gentry Farms Lots 25 and 26 is to be developed with the phase it is in as indicated on the preliminary plat. This park is to be improved by the developer and dedicated to the City after the appropriate period for guarantee of improvements. The development of this park is a concession, by Developer, to the local residents of Gentry Farms and not an exaction on the part of City. At a minimum the Park is to have the following amenities:

- (1) Fully landscaped with sod and a sprinkling system.
- (2) A tot lot with play ground equipment or a bowery area.

g. Trails. Developer agrees to create access points from the PRUD to Clinton City Creek Trail. Access points shall be designed into the overall plan of the PRUD; however, their placement shall be based upon convenience to the residents and trail users. Distance between access points shall be established upon approval of the preliminary plat. Access trails shall be designed to be similar to trails established in other developments within City.

h. Building Permits.

i. All structures shall be processed and inspected in accordance with the provisions of the International Building Code and other construction codes adopted by the State.

ii. Building permits shall not be issued for any structure where the lowest habitable floor elevation is below the FEMA 100-year flood plain elevation, below the design elevation of the land drain or within one (1) vertical foot of

the highest ground water elevation nearest to the proposed building. The highest ground water elevation shall be the higher of the following two measurements: the maximum ground level identified on the PRUD soils report, or as identified by an actual field test by a certified engineer.

iii. All structures shall be constructed in compliance with any required mass grading and/or piping plan approved by City Engineer for the PRUD.

iv. Developer shall not request any building permit on any lot or for any unit within any phase of the PRUD until water, fully-operational fire hydrants, sewer and any utility located under the street surface, including necessary storm drains and/or subsurface drainage facilities, are installed for that phase by Developer and inspected and approved by City and/or appropriate agencies. Additionally, prior to permits all street surfaces shall be passable with a minimum of required road base applied and been reviewed and given approval for permits by the Fire Chief.

v. Where building permits are issued Developer shall provide continuous access to units under construction or finished or other sites where permits are issued throughout all developing phases of the PRUD by means of a passable street or streets acceptable to City.

vi. Developer shall perform all work necessary to ensure that established streets will remain fully accessible at all times.

vii. Developer agrees to install, at Developer's sole expense, permanent hard surface material on all streets within the developing phases of the PRUD in accordance with City's specifications and as outlined here in.

i. Utilities and Infrastructure:

i. Non-City Owned Utilities: Developer shall install or cause to be installed natural gas, underground electrical service, cable TV service, public communication systems (telephone and internet) and such other non-city owned utilities that may exist at the time of the construction of a phase. These installations shall be installed underground in accordance with the reasonable and customary design and construction standards of the utility providers and City Engineer.

ii. City Owned Utilities: Developer shall install or cause to be installed: sanitary sewer; culinary and pressure irrigation water supply systems; and surface and subsurface water drainage systems; and such other non-city owned utilities that may exist at the time of the construction of a phase. Installation may include but not be limited to, mass grading and/or piping where necessary; and improvements as required by City for each phase as the PRUD progresses up to the boundary lines of the PRUD as well as any off-site improvements required to serve the PRUD.

j. Culinary Water:

i. Extensions to the existing City Culinary Water System as well as improvements within the PRUD are required in support of the PRUD. These extensions and improvements needed within the PRUD shall be constructed and installed at Developer's sole expense, except as stated herein, in accordance with City's construction standards and City's Laws.

ii. Due to high pressure in the existing culinary water system at the west end of the city Developer may be required to install a pressure reducing station(s) before extending the water main into the PRUD or within the PRUD. If required by City Engineer and good design practices, the pressure reducing station(s) shall be installed by Developer and will meet the design and standards established by City and shall be approved by City Engineer.

iii. For good water circulation and to add redundancy to the system the design of the PRUD will require construction of water distribution lines to be installed within the 2050 North Davis County Storm Channel right-of-way from 3000 West and running thence west to be incorporated into the PRUD. This distribution line will need to be located within the right-of-way owned by Davis County and cross a right-of-way operated by Weber Basin Water Conservancy District and controlled by the Federal Bureau of Reclamation. Easements within these rights-of-way shall be assigned to Clinton City and obtained by Developer at Developer's sole expense in accordance with City's Laws. These improvements are to be installed as part of the first phase and connected back to 2300 North through planned rights-of-way.

iv. As part of the first phase Developer shall extend the ten-inch (10") water main from its termination point in 2300 North at approximately 3300 West. This main is to be extended through the first phase to the west boundary of the phase and then extended, along 2300 North, through each subsequent phase to the west boundary. If it is determined by the City Engineer that pressure reducing station are required in these extensions they shall be installed at locations determined by the City Engineer.

v. City and Developer may enter into a written agreement, similar to Exhibit "E", to pay back to Developer the cost of improvements outside of the PRUD and for oversizing of mains in excess of the size needed for the PRUD. The payback will be set up on a payback schedule related to the number of building permits issued within the PRUD during a time period and the culinary water impact fees collected during that period. The payback will be completed once Developer has received, in full the cost of improvements located outside of the PRUD. Determination of the cost of the improvements shall be based upon the engineer's estimate utilized in development of the Subdivision Escrow Agreement and Subdivision

Improvement Agreement for the specific phase of the PRUD where the improvements are being installed.

vi. This agreement does not obligate or otherwise commit City to supply Culinary Water to any development that may be created outside of City Limits.

vii. Developers shall notify Hooper Water concerning the Hooper Water's main located within the project. Developers shall provide to City, from Hooper Water, documentation of Hooper Water's approval for any modifications to be made to the main.

k. Pressure Irrigation/Irrigation Water: Developer shall provide a secondary water system for the PRUD to include shares of water in the Davis and Weber Counties Canal Company or other water shares acceptable to the City at a rate one share per six units, or as determined necessary by the city engineer, prior to recordation of any plat.

i. The secondary water system needed within the PRUD shall be constructed and installed at Developer's sole expense in accordance with the DWCC construction standards and City's Laws.

ii. Developer shall make arrangements with and shall comply with all of the requirements of the Davis and Weber Counties Canal Company (DWCC) to provide secondary water service to the PRUD and all phases thereof. Where appropriate, Developer shall construct secondary water lines and facilities for the PRUD in a manner acceptable to DWCC in order to ensure delivery of secondary water to properties located within the PRUD. The preliminary plat shall be reviewed and approved by DWCC prior to any approval by City. Developer shall pay all connection fees associated with a phase prior to recording of that phase; fees are as set by the DWCC.

iii. The Davis Weber Counties Canal Company has indicated that it does not want to provide irrigation water to the Golf Course Development. Prior to final site plan approval the Golf Course Developer shall provide to City proof, to satisfy the City Council, that adequate rights or shares are available to the Golf Course Developer to irrigate the Golf Course.

l. Fencing: A fencing plan will be developed and recommended by Developer to City for its review and approval. A solid 6-foot white, beige, or other color approved by the City, vinyl fence will be installed on the property line between the lots in Gentry Farms Subdivision and this development at the time the adjoining phase(s) are constructed. A 6-foot chain link fence shall be located between any agriculture zoned property and this development as well as along the Davis County Storm Channel. All fencing required within a phase shall be installed prior to any occupancy.

m. Off-site Improvements: All off-site improvements will be constructed and installed in a timely manner in order to coincide with development of the various phases of the PRUD.

n. Storm Drain:

i. Extensions to the existing Storm Drain System as well as improvements within the PRUD are required in support of the PRUD. These extensions and improvements needed within the PRUD shall be constructed and installed at Developer's sole expense, except as stated herein, in accordance with City's construction standards and City's Laws.

ii. Developer shall cause to have designed and present to City for City Engineer's approval a complete Storm Water Removal Plan for the PRUD as a part of the Preliminary Plat drawings. The Preliminary Plat drawings are to include, as a minimum, a grading plan, water flows based upon an accepted run-off model, pipe sizes, direction of flow, temporary detention sites with capacity, and locations of permanent detention structures and sizes as well as any other item required by City Engineer. Specific designs and engineering shall be a part of the final plat and engineering submittals for that phase. If it is determined by City Engineer that a structure that is in a later phase is required for an earlier phase the structures shall be part of the design of the earlier phase.

iii. Developer may coordinate with the Golf Course Developer to include in the design of the golf course any necessary detention for the drain system. If detention is contained in the golf course Developer shall provide to City a full easement for access, detention and drainage where applicable in the golf course. A means of holding City/Service District harmless for any damage caused by run-off within the golf course shall be developed as part of any Storm Water Removal Plan.

iv. Part of the storm drain plan will include a means of draining streets and properties to the east of the PRUD where determined necessary by the City Engineer. These flows will be added into the calculations for pipe sizes and detention systems within the PRUD.

v. City may install, or coordinate with Developer for the installation of the storm drain located outside of the PRUD on the south side of 2300 North from the west end of the existing storm drain pipe at approximately 3250 West running thence to the west to approximately 3500 West where it will enter the PRUD.

vi. Developer shall install storm drain on the south side of 2300 North designed to facilitate flows from the east as calculated by Davis County and reviewed by City Engineer. These flows will be included in and added into the calculations for pipe sizes and detention systems within the PRUD.

vii. City and Developer may enter into a written agreement, similar to Exhibit "E", to pay back to Developer the cost of storm drain improvements outside of the PRUD and for oversizing of mains in excess of the size needed for the PRUD. The payback will be set up on a payback schedule related to the number of building permits issued within the PRUD during a time period and the storm drain impact fees collected during that period. The payback will be completed once Developer has received, in full the cost of improvements located outside of the PRUD. Determination of the cost of the improvements shall be based upon the engineer's estimate utilized in development of the Subdivision Escrow Agreement and Subdivision Improvement Agreement for the specific phase of the PRUD where the improvements are being installed.

viii. Developer shall obtain all permits from Davis County and any other agencies that have control over the outflow points that may be required.

o. Sanitary Sewer:

i. Developer shall make arrangements with and shall comply with the requirements of the North Davis County Sewer District (NDCSD) to provide public sanitary sewer service to the PRUD and all phases thereof.

ii. The City has established the "Clinton City Sanitary Sewer Special Service District" (the "Service District") to service the PRUD. Developer agrees to continue to cooperate with Service District to insure proper development of services.

iii. Developer shall construct a sanitary sewer lift station and outflow lines with the first phase. The lift station shall be fully operational prior to occupancy of any structure within the PRUD that depends upon the lift station for the removal of sanitary sewerage. The design of the lift station shall be as established by the Service District Engineer based upon good and sound engineering practices. Developer agrees to repay Service District all expenses proportionally associated with the design and development of the lift station incurred by the Service District. The design of the lift station and outfall lines shall be approved Service District prior to or as part of the final approval of the first phase of the PRUD.

iv. Developer will guarantee all parts of the lift station for a period of two years after Service District Conditionally Accepts the lift station. During the period of Conditional Acceptance Service District will operate the Lift Station and Developer shall repair or reimburse Service District for any repairs or maintenance or materials above normal operation costs. After the two year Conditional Acceptance period and after the Lift Station is found to be fully operational and approved by Service District Engineer, Developer shall dedicate to Service District the lift station as well as the parcel of land it is located upon and all associated facilities fee clear to Service District.

Once accepted Service District will operate the lift station without any further liability upon Developer as a Service District utility.

v. Service District shall establish an accounting and finance system to operate the Service Area in accordance with State Law and good accounting practices.

vi. Developer agrees to pay or guarantees to have Developer's assignees pay, with each building permit, a Reserve Fund Establishment Fee to the Service Area in the amount of \$800.00. The fees collected will be deposited in the Service District accounts. The Reserve Fund is intended for, but not limited to, the maintenance and/or replacement of major parts or structures associated with the lift station and other sanitary sewer structures within Service District after Service District grants final acceptance of improvements. These funds may be used during the start-up phases of Service District for operation and maintenance until there are sufficient connections to sustain normal operation. Every attempt shall be made to repay the Reserve Fund for these operation and maintenance expenses once the Service District is self sustaining. These funds may not be transferred from the Service District into other funds of City except as payment for, loans, justifiable expenses and services to the Service District by City.

vii. Service District may contract with City for the management of finances through existing management systems; however, budgets and accounts shall be established and maintained separately.

viii. Service District will establish monthly fees for the Service Area. These fees will include NDCSD fees, operational and maintenance fees, depreciation fees, and reserve fees.

p. Easements:

i. All appropriate public utility and drainage easements, including temporary construction easements, for infrastructure improvements will be granted at no cost to City/Service District and its contractors by Developer and its successors and assigns for the construction of any public improvements required by City/Service District. These easements shall be subject to the approval of City/Service District Engineer and City/Service District Attorney when necessary. Developer hereby agrees to grant and convey a satisfactory easement for public utilities and drainage channels across the Property to be shown on and dedicated as part of the final plats for each phase of the PRUD in locations mutually satisfactory to City/Service District and Developer.

ii. Open storm drain easements City shall have the right to determine the amount of flows to be passed through the easement provided that such flows do not cause flooding of homes within the PRUD. The drainage easements

shall provide for the flow of water and drainage over and through the Property at the locations specified in said easements. The easements will be granted at no cost to City.

q. Phasing of the PRUD:

i. Developer intends to develop the PRUD in various phases. City in accordance with City's Laws has approved the Development Preliminary Plat for the PRUD. The PRUD shall be developed in phases from and after the date of this Agreement in accordance with the Preliminary Plat attached hereto as Exhibit "B" and by this reference is made a part hereof.

ii. Phasing of the PRUD shall take into account and be accomplished in order to ensure continuity and orderly development of the PRUD; coordination of connection with the installation of infrastructure improvements; future utility needs; street capacity needs; availability of access to all portions of the PRUD; adequacy of utilities; and, related considerations.

r. Development Progress: The Developer is limited to the amount of the PRUD, number of lot, that can be developed based upon phased completion of the Golf Course. The development schedule is included in this document as Exhibit "D" attached hereto and by this reference made a part hereof (the "Golf Course Development Schedule").

s. Dedication or Donation: Developers shall make or cause to be made dedication and donation of land and improvements as provided herein on a voluntary basis as contribution to City/Service District and hereby expressly waives and releases any claims for compensation therefore from City/Service District, except for the performance of the provisions of this Agreement. Prior to or as part of receiving final plat approval and/or site plan approval for each phase of the PRUD, Developers will dedicate or cause to be dedicated, transferred and donated to City/Service District all required easements for the purpose of constructing, installing, operating and maintaining public utilities and improvements of every nature and kind as determined by City/Service District. Developers will take such actions as are necessary to obtain release of any monetary encumbrances on any property to be dedicated to City/Service District at the time of final plat and/or site plan approval for that portion of the PRUD and to cause the owner of the Property to dedicate and donate without cost to City/Service District.

t. Preliminary Plat: Developer shall prepare and submit a preliminary plat for the PRUD to City for its review and approval. Developer shall pay all applicable fees to City in connection with the review and approval of the preliminary plat for each phase of the PRUD.

u. Required Changes: If any revisions or corrections of plats or plans already approved by City shall be required by any other governmental entity having jurisdiction or lending institutions involved in financing, Developer and City shall cooperate where appropriate to obtain or develop reasonable, mutually acceptable alternative plans or plats. Developer shall have the sole duty and responsibility to obtain approval from any other governmental entities having jurisdiction with respect to the PRUD as needed.

v. Final Plats and/or Site Plans: Developer shall prepare and submit to City Developer's application for final plat and/or site plan approval for each phase within the time limits provided for in City's Laws. The final plat and/or site plan for each phase of the PRUD shall be reviewed by City planning staff, Planning Commission, City Council, Service District Board of Trustees as provided by City's Laws. Developer shall pay any required fees due and owing in connection with approval of the final plat and/or site plan for each phase of the PRUD. City/Service District shall determine the final plat complies with all applicable requirements. In addition, Developer shall submit to City/Service District specific improvements that are to be installed on-site and off-site, together with any other documents required by City/Service District such as restrictive covenants, articles of incorporation for homeowners' associations, and like matters. Development improvements shall include those required by the construction standards of City/Service District, City's Laws and this Agreement. Following approval of the final plat and/or site plan and obtaining of the required signatures thereon, the final plan and/or site plan for each phase of the PRUD shall be recorded by City in the office of the Davis County Recorder.

w. Subdivision Escrow Agreement, Subdivision Improvement Agreement: Developer shall cause to create, establish, and enter into a Subdivision Escrow Agreement and Subdivision Improvement Agreement with City for each phase of the PRUD as established in City's Laws.

x. City's/Service District's Right of Review: Subject to the terms of this Agreement, City has the right to approve the final plat and/or site plan for each phase of the PRUD together with any proposed changes therein. City shall review Developer's application for final plat and/or site plan approval and related documents in accordance with the established procedures of City governing such reviews. Review shall be conducted for the purpose of determining whether plats, site plans and other documents submitted by Developer comply with the requirements of City and the terms of this Agreement. In the event City determines that the plats, site plans or other documents do not comply, City will advise Developer in writing of the changes necessary to comply. All plats and site plans approved by City shall comply in all respects with City's Laws.

y. Development Regulations/Vesting: The Property shall be developed in accordance with this Agreement and City's Laws which are in effect on the date

of this agreement, together with the requirements set forth in this Agreement, except when future modifications are required under circumstances constituting a rational public interest by federal, state, county and/or City laws and regulations promulgated to protect the public's health, safety, and welfare. In the event that local, state or federal law precludes compliance with one or more provisions of this Agreement, such provisions shall be modified or suspended only as necessary to comply with such local, state and federal laws and the remainder of this Agreement shall remain in full force and effect to the extent that performance of the remaining provisions would not be inconsistent with the intent of this Agreement. All development on the Property or any portion thereof shall be subject to and shall comply with any future amendments or changes to the International Building Code and other construction codes adopted by the State, American Association of State Highway Transportation Official Standards, and the American Waterworks Association Standards if and to the extent adopted by City or State. The parties agree that City is restricted in its authority to limit its police power by contract and that the limitations, reservations, and exceptions set forth herein are intended to reserve to City all of its police power that cannot be so limited. This Agreement shall be construed, contrary to its stated terms if necessary, to reserve to City all such power and authority that cannot be restricted by contract.

z. Conditions, Covenants and Restrictions:

i. Prior to the recording of any final plat and/or site plan for the PRUD or any portion thereof, Developer shall prepare and submit to City for review and approval conditions, covenants and restrictions (the "CC&R's") to provide for the following:

- (1) Architectural standards**
- (2) Types and numbers of animal units permitted within the PRUD.**
- (3) Common area development and responsibilities**
- (4) Home Owners Association bylaws and responsibilities**

aa. Construction Standards and Requirements: All public improvements and construction shall be conducted and completed in accordance with the Federal, State, County, and City's Laws; approved construction drawings; and, the terms of this Agreement. All required public improvements for the PRUD shall be dedicated to City/Service District. Prior to commencing any construction or development of any building, structures or other work or improvements within the PRUD, Developer shall secure any and all permits which may be required by City or any other governmental entity having jurisdiction over the work.

i. Security. Developer shall provide City with security in a form satisfactory to City to guarantee the installation and completion of all public

improvements located within any portion of the PRUD and/or the Property or any portion thereof, as required by City in accordance with City's Laws.

ii. **Inspection by City.** City may, at its option, perform periodic inspections of the improvements being installed and constructed by Developer and its assigns or their contractors. No work involving excavation shall be covered until Developer, or its assigns as the case may be, has insured City's representatives and/or the representatives of other governmental entities having jurisdiction over the particular improvements involved have inspected the same.

iii. **Guarantee:** Developer, or its assigns as the case may be, shall warrant the materials and workmanship of all public improvements installed within the PRUD or any phase thereof and to be dedicated to City for a period of twenty-four (24) months from and after the date of Conditional acceptance and approval by City of the improvements in that phase.

iv. **Maintenance During Construction.** During construction, Developer and its assigns shall keep the PRUD and each phase thereof and all affected public streets therein, free and clear from any unreasonable accumulation of debris, waste materials, mud and any nuisances, and shall contain construction debris and provide dust and mud control so as to prevent the scattering via wind and/or water.

10. Development of Golf Course: The Golf Course shall be developed by Golf Course Developer and/or Golf Course Developer's successors and assigns in accordance with all of the requirements contained herein.

a. **Development Required:** Golf Course Developer agrees to develop a golf course of 137.73± acres.

b. **Site Drawings:** Golf Course Developer shall cause to have submitted to the City, Site Drawings for the design and improvements associated with the golf course. Drawings are to include all connections to utilities, city and non-city, and compatibility with the PRUD Preliminary Plat. City will review the Site Drawings for compliance with Federal, State, County, City Law and this agreement, however this does not release Golf Course Developer from obligations to these entities. When approved the Golf Course Developer will be provided with a set of "Approved for Construction" drawings that will become the permanent record for the development of the golf course.

c. **Building Permits.**

i. All structures shall be processed and inspected in accordance with the provisions of the International Building Code and other construction codes adopted by the State.

- ii. Building permits shall not be issued for any structure where the lowest floor elevation is below the FEMA 100-year flood plain elevation, below the design elevation of the land drain or within one (1) vertical foot of the highest ground water elevation nearest to the proposed building. The highest ground water elevation shall be the higher of the following two measurements: the maximum ground level identified on the GOLF COURSE soils report, or as identified by an actual field test by a certified engineer.
 - iii. All structures shall be constructed in compliance with any required mass grading and/or piping plan approved by City Engineer for the GOLF COURSE.
 - iv. Developer shall not request any building permit within the GOLF COURSE until water, fully-operational fire hydrants, sewer and any utility located under the street surface, including necessary storm drains and/or subsurface drainage facilities, are accessible to the site. Additionally, prior to permits all street surfaces shall be passable with a minimum of required road base applied and be reviewed and given approval for permits by the Fire Chief.
 - v. Where building permits are issued Golf Course Developer shall provide or insure provision for continuous access to units under construction or finished or other sites where permits are issued throughout all developing phases of the GOLF COURSE by means of a passable street or streets acceptable to City.
 - vi. Golf Course Developer shall perform or insure provision of all work necessary to ensure that established streets will remain fully accessible at all times.
 - vii. Golf Course Developer that occupancy and/or public access will not be granted for any portion of the Golf Course, by the City, prior to permanent, hard surface, streets being available in accordance with City's specifications and as outlined here in.
- d. Development Progress: If the Golf Course is not operational within the time limits set between the Golf Course Developer and Developer (Exhibit "D"), the Golf Course Developer agrees to remit to City any and all guarantees and/or penalties established between Developer and Golf Course Developer. Additionally, if the Golf Course is not operational within the time limits set between the Golf Course Developer and Developer the Golf Course Developer agrees to turn over all lands (137.73± acres) along with all structures and improvements associated with the Golf Course site to the City free of encumbrance or cost. This action will not release Golf Course Developer from obligations and liabilities to other agencies.

- e. Compliance with City Laws and Development Standards: The Golf Course and all portions thereof shall be developed in accordance with City's Laws, the Golf Course Site Plan and this Agreement.
- f. Tax Revenue Source: The clubhouse and all revenue sources associated with the golf course will be located in Clinton City.
- g. Protection of Golf Course/Open Space: Golf Course Developer agrees to record documents, approved by City, with the Davis County Recorder and Weber County Recorder against the land designated for the golf course. These documents are to be designed to limit the ability of the land to be utilized for purposes other than recreational, a golf course or other park type open space approved by City. Documentation will stipulate that, in the event that the golf course is not constructed or if a change of use is desired City shall approve any such changes.
- h. Secondary Water:
 - i. The Golf Course Developer shall either provide to the City shares of water in the Davis and Weber Counties Canal Company or other water shares acceptable to the City at a rate determined necessary by the City Engineer; alternately the Golf Course Developer may reach an agreement with the City and Davis and Weber Counties Canal Company approving an alternate means of providing irrigation water to the golf course.
 - ii. Where appropriate, Golf Course Developer shall or in coordination with the Developer shall construct secondary water lines and facilities for the Golf Course in a manner acceptable to DWCC in order to ensure delivery of secondary water to the Golf Course.
 - iii. The secondary water system needed within the Golf Course shall be constructed and installed at Golf Course Developer's sole expense in accordance with the DWCC construction standards and City's Laws.
 - iv. Golf Course shall not rely upon culinary water for irrigation.
- i. Storm Drainage and Detention:
 - i. Extensions to the Storm Drain System, developed as part of the PRUD, necessary to conduct storm waters to natural drainage shall be the coordinated responsibility of the Developers.
 - ii. The extensions and improvements needed within the Golf Course shall be constructed and installed at Golf Course Developer's sole expense, except as stated herein, in accordance with approved drawings, City's construction standards and City's Laws.

iii. Golf Course Developer and or Developer shall cause to have designed and present to City for City Engineer's approval a complete Storm Water Removal Plan for the Golf Course as a part of the Site Drawings. The Golf Course Site Plan drawings are to include, as a minimum, a grading plan, water flows based upon the City accepted run-off model, pipe sizes, direction of flow, temporary detention sites with capacity, and locations of permanent detention structures and sizes as well as any other item required by City Engineer. Specific designs and engineering shall be a part of the Golf Course Engineering Plans.

iv. Developers shall coordinate to include in the design of the golf course any necessary detention for the drain system. Full easements, dedicated to the City, within the Golf Course shall be established for access, maintenance, detention and drainage, where applicable. A means of holding City/Service District harmless for any damage caused by run-off within the golf course shall be developed as part of any Storm Water Removal Plan.

v. City currently holds storm water easements across the property proposed to be used for the Golf Course. Once new easements are established City will vacate the existing easements.

vi. Golf Course Developer shall install or cause to have installed, on the golf course, all storm drain structures necessary for the Project simultaneously with the applicable phase of the Project. These structures shall be designed based upon the flows and requirements outlined in the Storm Water Removal Plan developed as part of the PRUD.

vii. Golf Course Developer shall obtain all permits from Davis County and/or Weber County and any other agencies that have control over the outflow points that may be required. Copies of these approved permits, or other appropriate communication, shall be provided to City.

11. Payment of Fees: Developer and Golf Course Developer shall pay to City all required fees as required by City Law and this agreement in a timely manner. Fees shall be paid in those amounts that are applicable at the time of payment of all such fees, pursuant to and consistent with standard City procedures and requirements adopted by City. Developer and Golf Course Developer agree that the all Impact Fees established by City as set forth in Utah Code will apply to the Project.

12. City/Service District Obligations: Subject to Developer and Golf Course Developer complying with all of Federal, State, County, and City's Laws and the provisions of this Agreement, City/Service District agree to maintain the public improvements dedicated to City/Service District following satisfactory completion thereof by Developer and Golf Course Developer or their assigns and acceptance of the same by City/Service District and to provide standard municipal services to the Project including police and fire protection subject to the payment of all fees and charges assessed or levied therefore by City/Service District.

13. Indemnification and Insurance: Developer and Golf Course Developer hereby agree to indemnify and hold City/Service District and its officers, employees, representatives, agents and assigns harmless from any and all liability, loss, damage, costs or expenses, including attorneys fees and court costs, arising from or as a result of the death of any person or any accident, injury, loss or damage whatsoever caused to any person or to property of any person which shall occur within the Property or any portion of the Project or occur in connection with any off-site work done for or in connection with Project or any phase thereof which shall be caused by any acts done thereon or act of omission of Developer or Golf Course Developer or their assigns or of any of their agents, contractors, servants, or employees at any time. Developer and Golf Course Developer shall furnish, or cause to be furnished, to City/Service District a satisfactory certificate of insurance from a reputable insurance company evidencing general public liability coverage for the Property and the Project in a single limit of not less than One Million Dollars (\$1,000,000) and naming City/Service District as an additional insured.

14. Right of Access: Representatives of City/Service District shall have the reasonable right of access to the Project and any portions thereof during the period of construction to inspect or observe the Project and any work thereon.

15. Assignment: Developer and Golf Course Developer shall not assign this Agreement or any rights or interests herein without the prior written consent of City/Service District. Developer and Golf Course Developer may assign this Agreement to a related entity without City/Service District approval. "Related entity" shall include an entity in which Developer, its principals, and/or partners of Developer's manager, owns a beneficial interest of at least fifty percent (50%).

16. Notices: Any notices, requests and demands required or desired to be given hereunder shall be in writing and shall be served personally upon the party for whom intended, or if mailed, by certified mail, return receipt requested, postage prepaid, to such party at its address shown below:

To Developer:

Ivory Homes North
1544 North Woodland Park Dr.
Suite 300
Layton, UT 84041

To Golf Course Developer:

Jim Aland and J. C. Aland
2600 West 3500 North
Farr West City, UT 84404

To City:

Clinton City Corp
Attn: City Manager
1906 West 1800 North
Clinton, UT 84015

To Service District:

Clinton City Sanitary Sewer Special Service District
c/o Clinton City Corp
Attn: City Manager
1906 West 1800 North
Clinton, UT 84015

17. Default: In the event any party fails to perform its obligations hereunder or to comply with the terms hereof, within thirty (30) days after giving written notice of default, the non-defaulting party may, at its election, have the following remedies:

- a. All rights and remedies available at law and in equity, including injunctive relief, specific performance and/or damages.
- b. The right to withhold all further approvals, licenses, permits or other rights associated with the Project or any development described in this Agreement until such default has been cured.
- c. The right to draw upon any security posted or provided in connection with the Project.
- d. The right to terminate this Agreement.
- e. The rights and remedies set forth herein shall be cumulative.

18. Attorneys Fees: in the event of any lawsuit between the parties hereto arising out of or related to this agreement, or any of the documents provided for herein, the prevailing party or parties shall be entitled in addition to the remedies and damages, if any, awarded in such proceeding, to recover their costs and a reasonable attorneys fee.

19. Entire Agreement: This Agreement, together with the Exhibits attached hereto, documents referenced herein, and all regulatory approvals given by City/Service District for the Property and/or the Project or any phase thereof contain the entire agreement of the parties with respect to the subject matter hereof and supersede any prior promises, representations, warranties or understandings between the parties which are not contained in this Agreement, regulatory approvals and related conditions.

20. Headings: The headings contained in this Agreement are intended for convenience only and are in no way to be used to construe or limit the text herein.

21. Non-Liability of City/Service District Officials, Employees and Others: No officer, representative, agent, or employee of City/Service District shall be personally liable to Developer and/or Golf Course Developer, or any of their successor-in-interest or assignee of Developer and/or Golf Course Developer in the event of any default or breach by City/Service District or for any amount which may become due Developer, or its successors or assigns, for any obligation arising under the terms of this Agreement.

22. Binding Effect: This Agreement shall inure to the benefit of, and be binding upon, the parties hereto and their respective heirs, representatives, officers, agents, employees, members, successors and assigns (if any assignments are allowed as provided herein).

23. No Third-Party Rights: Other than the contractual agreements between the Developer and Golf Course Developer, that are not part of this agreement, the obligations of Developer and Golf Course Developer set forth herein shall not create any rights in and/or obligations to any persons or parties other than City/Service District. The parties hereto alone shall be entitled to enforce or waive any provisions of this Agreement.

24. Termination: Notwithstanding anything in this Agreement to the contrary, it is agreed by the parties hereto that in the event the Project, including all phases thereof, is not completed within twelve (12) years from the date of this Agreement or in the event Developer and/or Golf Course Developer does not comply with City/Service District's Laws and the provisions of this Agreement, City/Service District shall have the right, but not the obligation at the sole discretion of City/Service District, which discretion shall not be unreasonably applied, to terminate this Agreement and/or to not approve additional phases for the Project. City/Service District may effect such termination by giving written notice of intent to terminate to Developer set forth herein. Whereupon, Developer shall have sixty (60) days during which Developer shall be given an opportunity to correct any alleged deficiencies and to take appropriate steps to complete the Project. In the event Developer fails to satisfy the concerns of City/Service District with regard to such matters, City/Service District shall be released from any further obligations under this Agreement and the same shall be terminated.

25. Amendment: This Agreement may be amended only in writing signed by the parties hereto.

In witness whereof the parties have executed this agreement the day and year first above written.

“DEVELOPER”

Douglas Whelan
Name Douglas Whelan
Agent
Title

Signature
January 2, 2007
Date

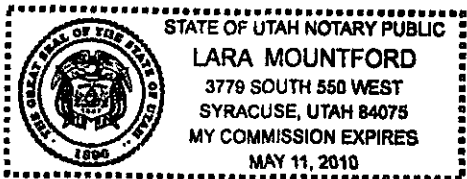
ACKNOWLEDGMENT OF DEVELOPER

STATE OF UTAH }
 : §§
COUNTY OF Davis }

On the 2 day of January, 2007, the
signer(s) of the above instrument, who duly acknowledged to me that he executed the same
on behalf of himself as an individual, an association, or partnership. If for an association or
partnership, GARY M. WEIGHT acknowledges
himself to be legally authorized to act on behalf of said association or partnership by
executing the foregoing Developers Agreement in his capacity as an associate or partner, as
the case may be, with the authority of the association or partnership to sign the agreement.

[Signature]
NOTARY PUBLIC

COMMISSION EXPIRES 5-11-2010



"GOLF COURSE DEVELOPER"

JAMES A. ALAND
Name

James A. Aland
Signature

Owner
Title

January 5, 2007
Date

ACKNOWLEDGMENT OF GOLF COURSE DEVELOPER
(IF AN INDIVIDUAL, ASSOCIATION OR PARTNERSHIP)

STATE OF UTAH }
: §§

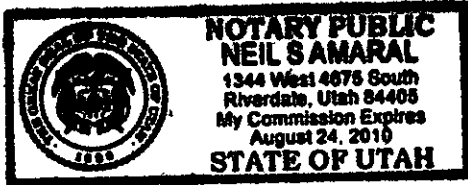
COUNTY OF Weber }

On the 5th day of January, ²⁰⁰⁷ ~~2006~~, the AD

signer(s) of the above instrument, who duly acknowledged to me that he executed the same on behalf of himself as an individual, an association, or partnership. If for an association or partnership, James A. Aland acknowledges himself to be legally authorized to act on behalf of said association or partnership by executing the foregoing Developers Agreement in his capacity as an associate or partner, as the case may be, with the authority of the association or partnership to sign the agreement.

[Signature]
NOTARY PUBLIC

COMMISSION EXPIRES Aug 24, 2010



“SERVICE DISTRICT

L. Mitch Adams
Name

L. Mitch Adams
Signature

Chairman
Title

1-10-07
Date

Attest
Dennis W. Cluff
Dennis W. Cluff, CEO/Secretary

1-10-07
Date

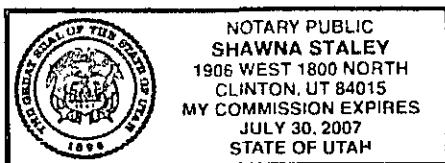
ACKNOWLEDGEMENT OF CLINTON CITY SANITARY SEWER SPECIAL
SERVICE DISTRICT OFFICIALS

STATE OF UTAH }

: §§

COUNTY OF Davis }

On the 10th day of January, ~~2006~~ ²⁰⁰⁷, personally appeared before me L Mitch Adams, Chairman of Clinton City Sanitary Sewer Special Service District and Dennis W. Cluff, Clinton City Sanitary Sewer Special Service District Recorder, who being by me duly sworn or affirmed, did say that they are the Chairman and CEO/Secretary respectively and signed in behalf of Clinton City by authority of the Clinton City Council and acknowledged to me that the Clinton City Council executed the same.



Shawna Staley
NOTARY PUBLIC

COMMISSION EXPIRES July 30, 2007

"CITY"

L. Mitch Adams
Name

L. Mitch Adams
Signature

Mayor
Title

1-10-07
Date

Attest
Dennis W. Cluff
Dennis W. Cluff, Recorder

1-10-07
Date

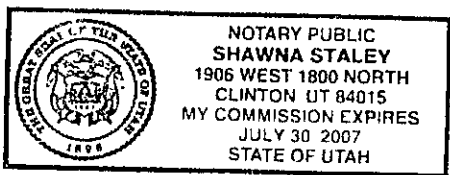
ACKNOWLEDGEMENT OF CLINTON CITY OFFICIALS

STATE OF UTAH }
: §§

COUNTY OF DAVIS }

On the 10th day of January, ~~2006~~²⁰⁰⁷, personally appeared before me L Mitch Adams, Mayor of Clinton City and Dennis W. Cluff, Clinton City Recorder, who being by me duly sworn or affirmed, did say that they are the Mayor and City Recorder respectively and signed in behalf of Clinton City by authority of the Clinton City Council and acknowledged to me that the Clinton City Council executed the same.

Shawna Staley
NOTARY PUBLIC



COMMISSION EXPIRES July 30, 2007

EXHIBIT "A"

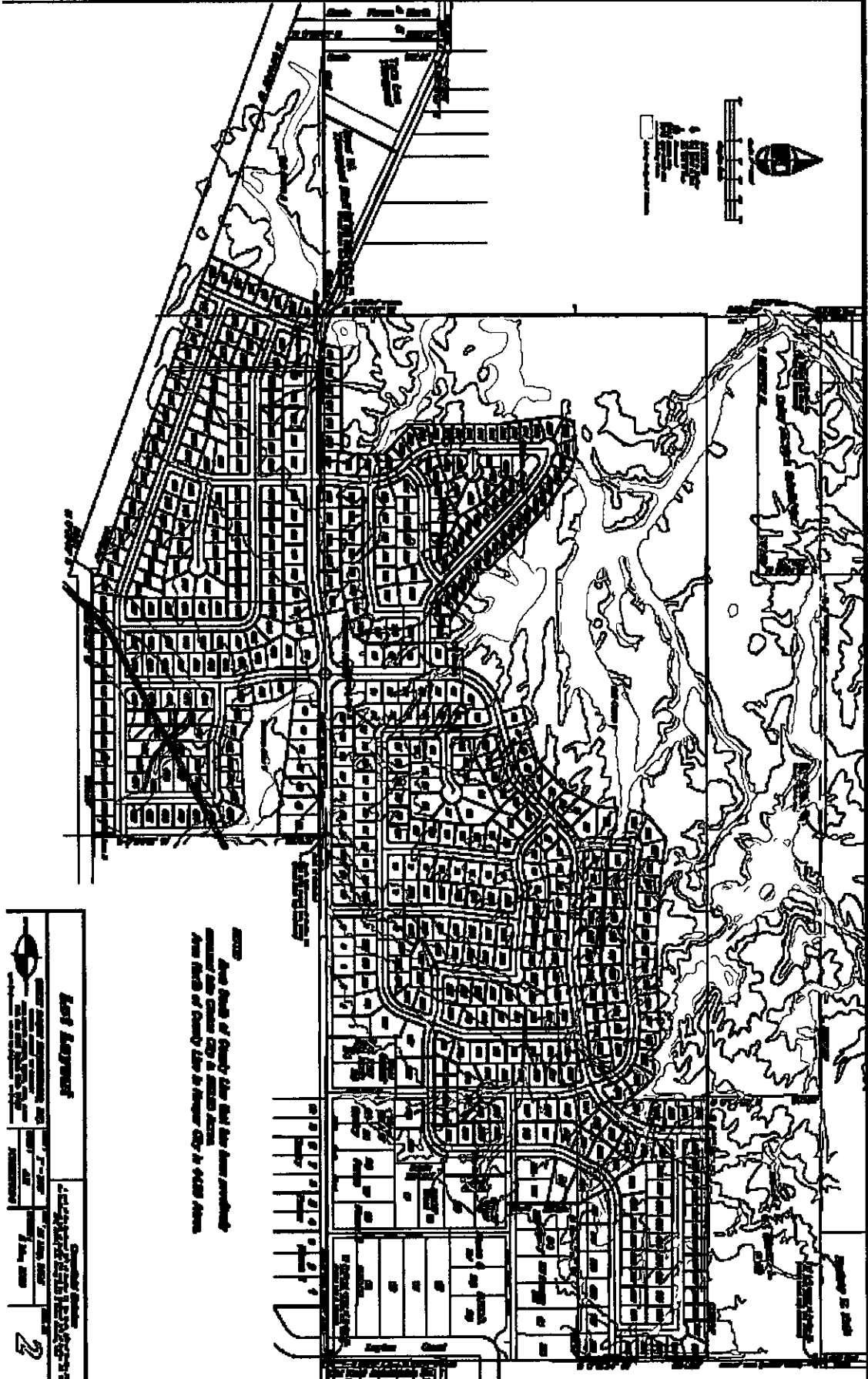
PROPERTY DESCRIPTION

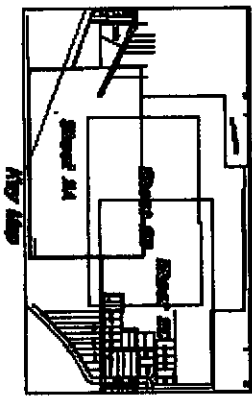
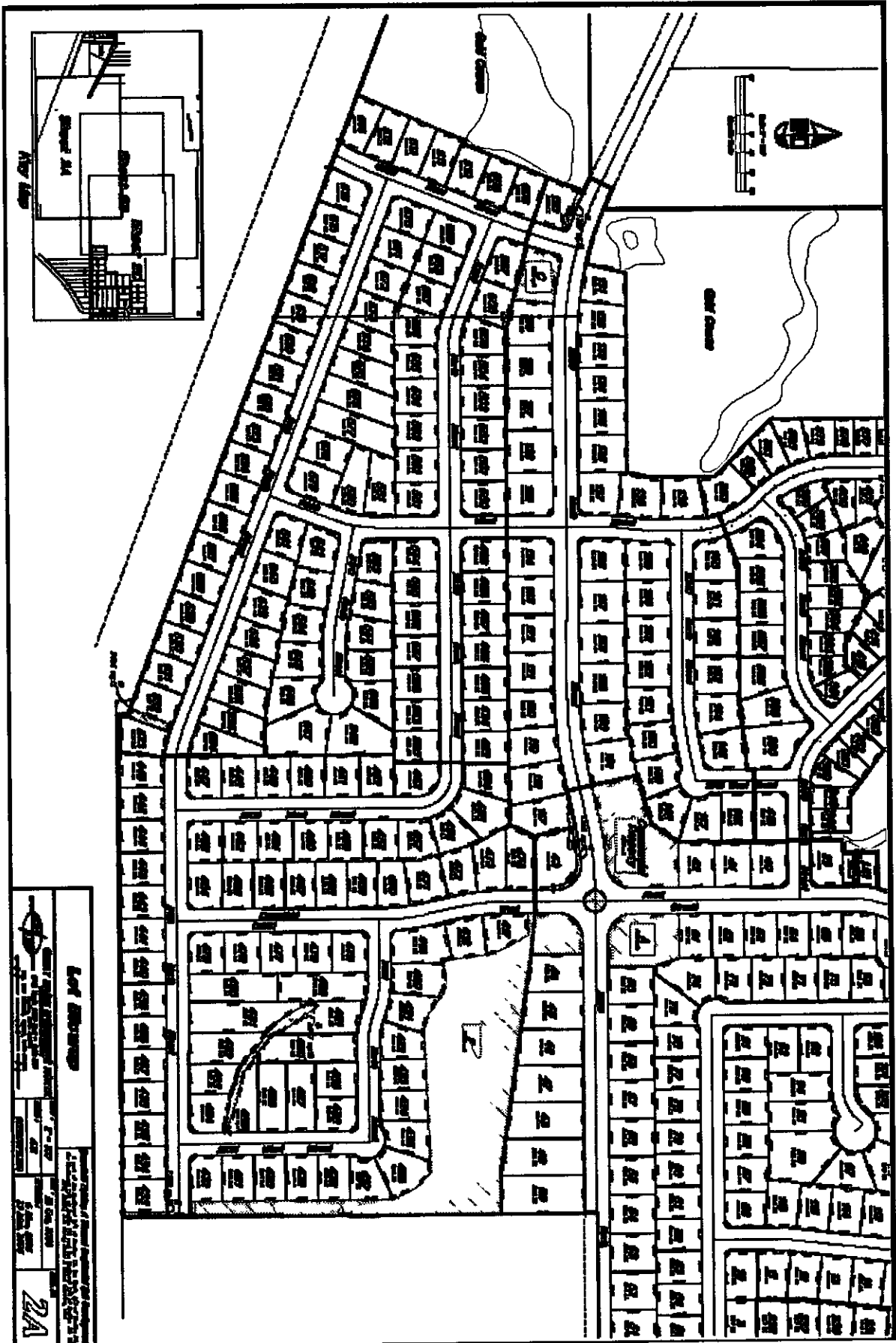
CRANE FIELD ESTATES (PRUD) PROPERTY DESCRIPTION

A part of the Southeast quarter of Section 19, the Southwest Quarter of Section 20, the Northwest Quarter of Section 29 and the Northeast Quarter of Section 30, Township 5 North, Range 2 West, Salt Lake Base and Meridian, U.S. Survey:

Beginning at the Southeast corner of the Southwest Quarter of said Section 20, running thence South $0^{\circ}04'13''$ West 1322.39 feet along the Quarter Section line to the existing West Point City Corporate limits; thence North $89^{\circ}59'31''$ West 2594.94 feet along said Corporate limits; thence North $0^{\circ}00'52''$ East 73.25 feet; thence North $89^{\circ}59'08''$ West 1354.99 feet; thence northeasterly along the arc of a 2635.30 foot radius curve to the right a distance of 1194.64 feet (Long Chord bears North $13^{\circ}00'24''$ East 1184.44 feet); thence and North $25^{\circ}59'16''$ East 104.94 feet to the North line of said Section 30; thence East 1012.36 feet to the southeast corner of said Section 19; thence North $0^{\circ}04'59''$ West 2040.70 feet to the County lines; thence South $89^{\circ}54'41''$ East 2639.20 feet along said line to the East line of the southwest Quarter of said Section 20; thence South $0^{\circ}16'03''$ West 2036.60 feet along said line to the point of beginning.

EXHIBIT "B" THE CRANE FIELD ESTATES SUBDIVISION PRUD PRELIMINARY PLAN





Lot Schedule

Lot No.	Area (sq. ft.)	Area (sq. ft.)	Area (sq. ft.)	Area (sq. ft.)
1	10,000	10,000	10,000	10,000
2	10,000	10,000	10,000	10,000
3	10,000	10,000	10,000	10,000
4	10,000	10,000	10,000	10,000
5	10,000	10,000	10,000	10,000
6	10,000	10,000	10,000	10,000
7	10,000	10,000	10,000	10,000
8	10,000	10,000	10,000	10,000
9	10,000	10,000	10,000	10,000
10	10,000	10,000	10,000	10,000
11	10,000	10,000	10,000	10,000
12	10,000	10,000	10,000	10,000
13	10,000	10,000	10,000	10,000
14	10,000	10,000	10,000	10,000
15	10,000	10,000	10,000	10,000
16	10,000	10,000	10,000	10,000
17	10,000	10,000	10,000	10,000
18	10,000	10,000	10,000	10,000
19	10,000	10,000	10,000	10,000
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21	10,000	10,000	10,000	10,000
22	10,000	10,000	10,000	10,000
23	10,000	10,000	10,000	10,000
24	10,000	10,000	10,000	10,000
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36	10,000	10,000	10,000	10,000
37	10,000	10,000	10,000	10,000
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39	10,000	10,000	10,000	10,000
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41	10,000	10,000	10,000	10,000
42	10,000	10,000	10,000	10,000
43	10,000	10,000	10,000	10,000
44	10,000	10,000	10,000	10,000
45	10,000	10,000	10,000	10,000
46	10,000	10,000	10,000	10,000
47	10,000	10,000	10,000	10,000
48	10,000	10,000	10,000	10,000
49	10,000	10,000	10,000	10,000
50	10,000	10,000	10,000	10,000
51	10,000	10,000	10,000	10,000
52	10,000	10,000	10,000	10,000
53	10,000	10,000	10,000	10,000
54	10,000	10,000	10,000	10,000
55	10,000	10,000	10,000	10,000
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74	10,000	10,000	10,000	10,000
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79	10,000	10,000	10,000	10,000
80	10,000	10,000	10,000	10,000
81	10,000	10,000	10,000	10,000
82	10,000	10,000	10,000	10,000
83	10,000	10,000	10,000	10,000
84	10,000	10,000	10,000	10,000
85	10,000	10,000	10,000	10,000
86	10,000	10,000	10,000	10,000
87	10,000	10,000	10,000	10,000
88	10,000	10,000	10,000	10,000
89	10,000	10,000	10,000	10,000
90	10,000	10,000	10,000	10,000
91	10,000	10,000	10,000	10,000
92	10,000	10,000	10,000	10,000
93	10,000	10,000	10,000	10,000
94	10,000	10,000	10,000	10,000
95	10,000	10,000	10,000	10,000
96	10,000	10,000	10,000	10,000
97	10,000	10,000	10,000	10,000
98	10,000	10,000	10,000	10,000
99	10,000	10,000	10,000	10,000
100	10,000	10,000	10,000	10,000

DEVELOPMENT AGREEMENT FOR
CRANE FIELD ESTATES (PRUD)

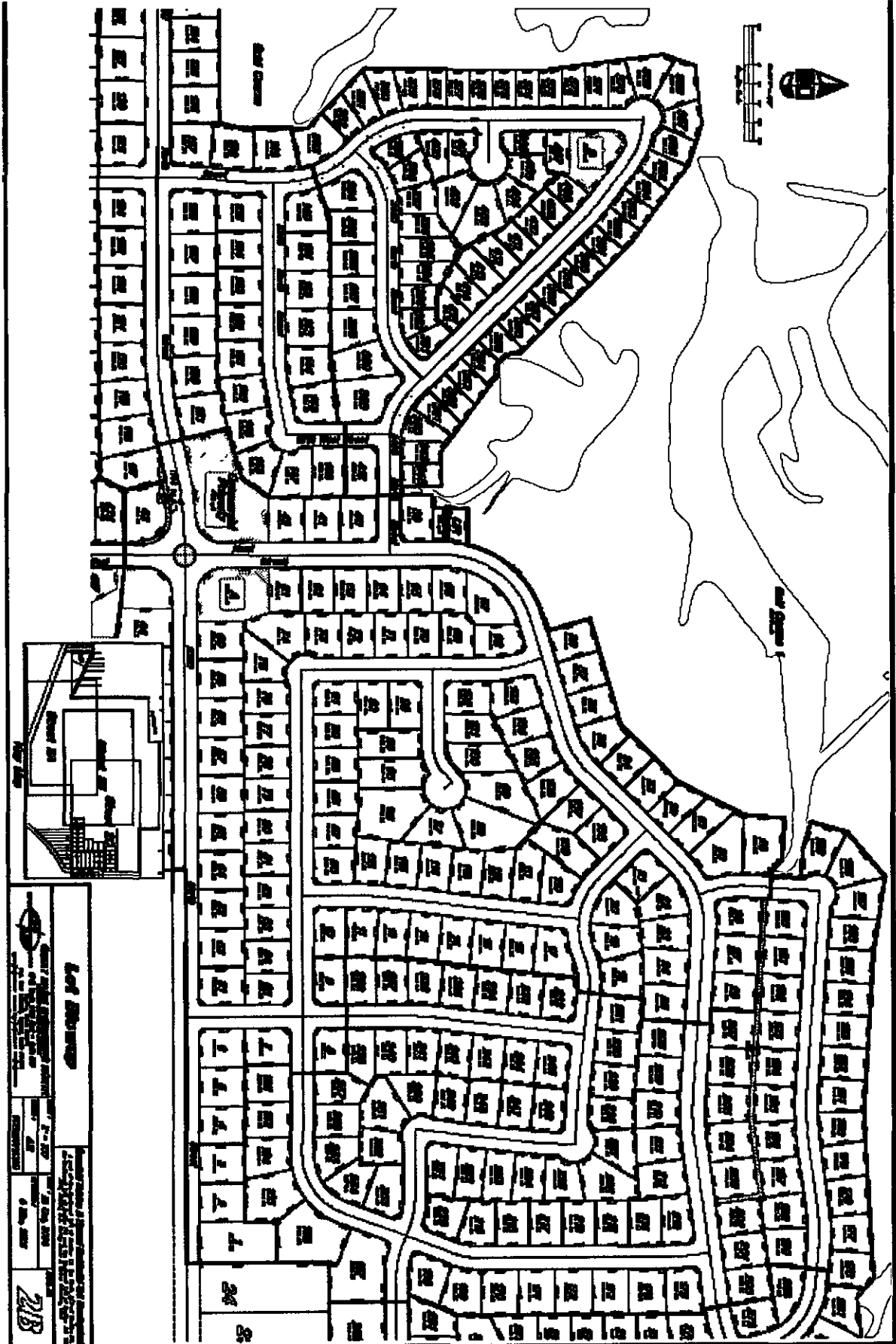


EXHIBIT "B"

Lot Schedule

Lot No.	Area (sq. ft.)	Remarks
1	1,111	
2	1,111	
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5	1,111	
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97	1,111	
98	1,111	
99	1,111	
100	1,111	

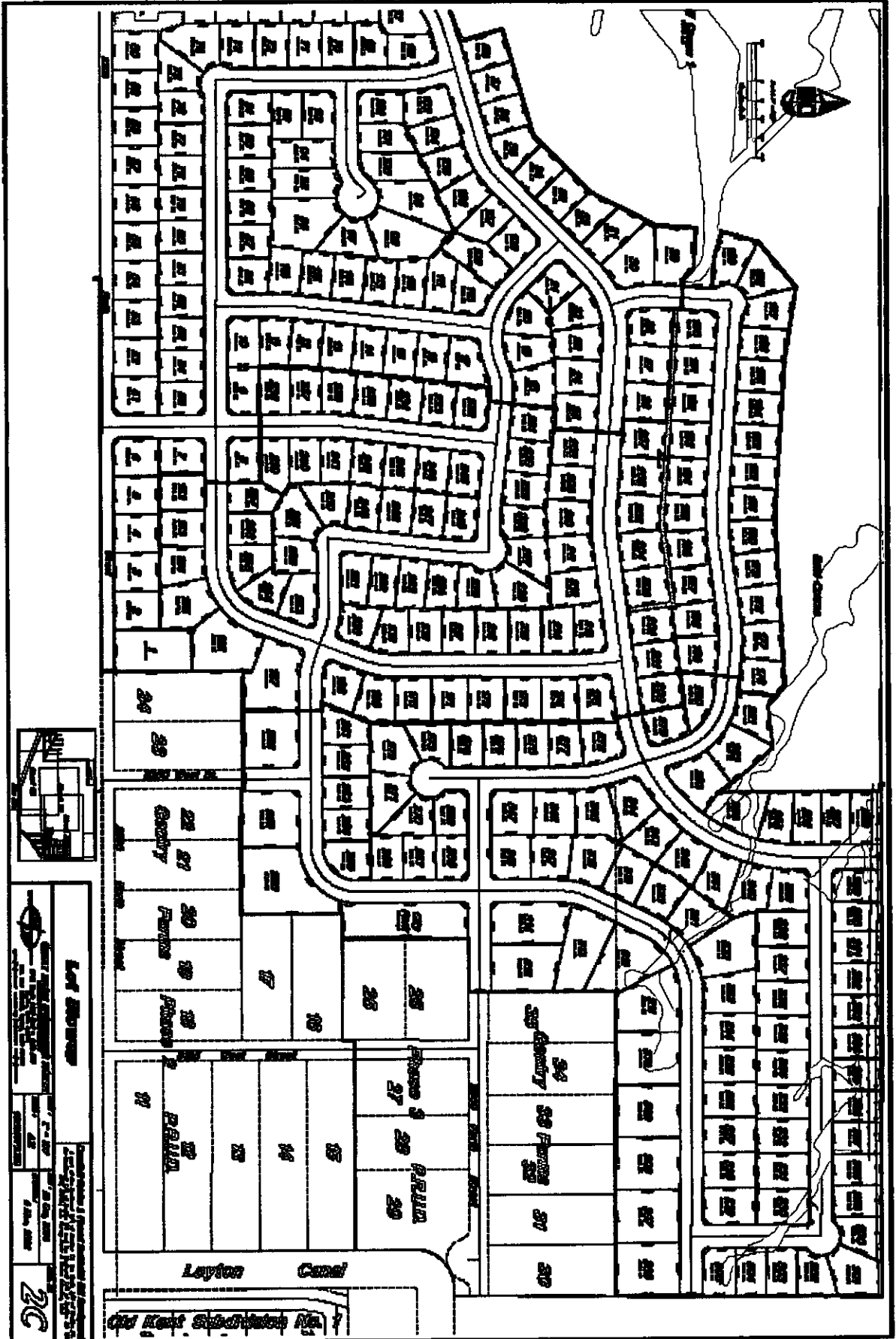
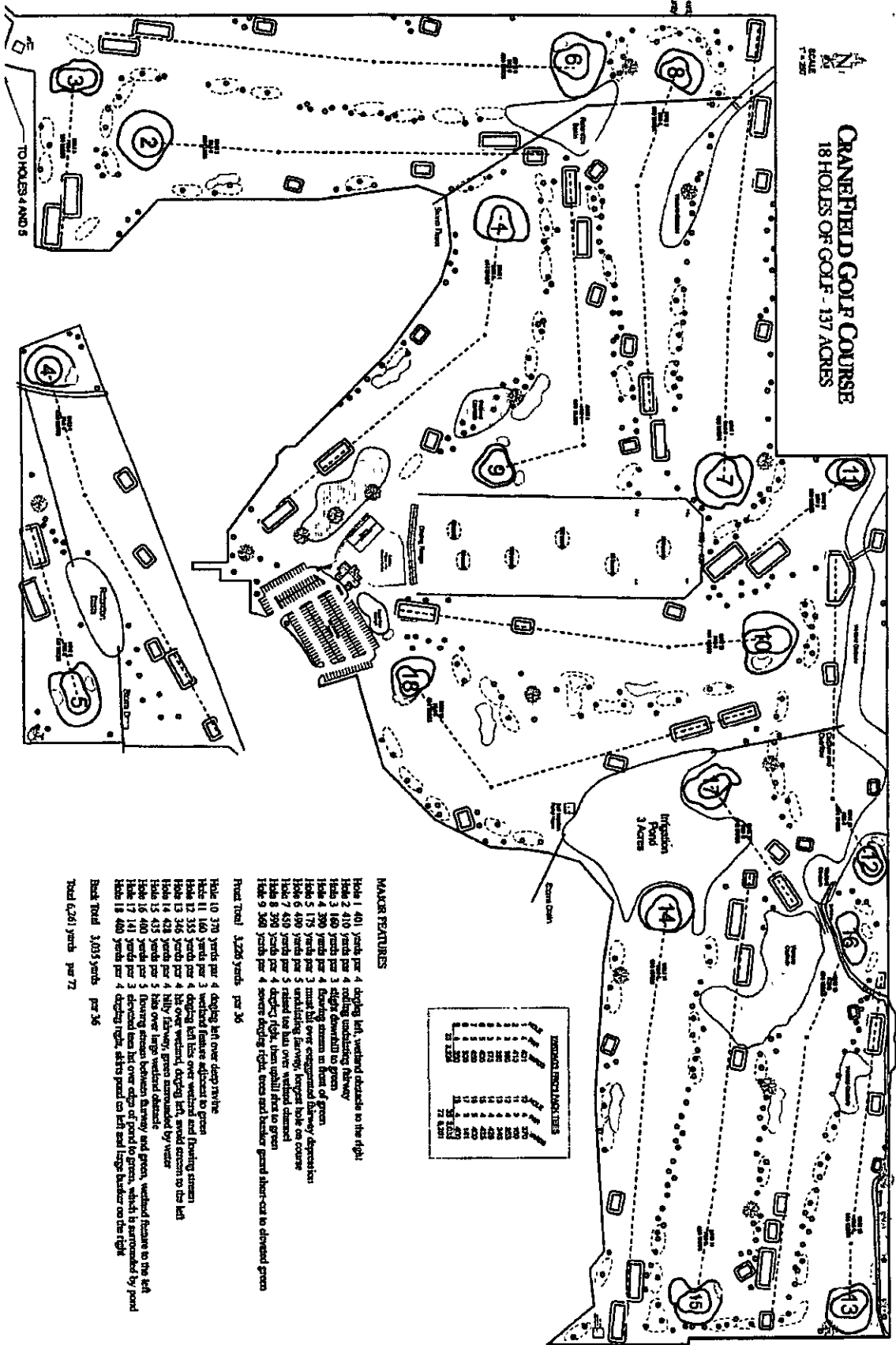


EXHIBIT "C" CRANE FIELD GOLF COURSE



MAJOR FEATURES

- Hole 1 401 yards per 4 dipping left, wetland obstacle to the right;
- Hole 2 410 yards per 4 rolling undulating fairway
- Hole 3 180 yards per 3 slight downward to green
- Hole 4 390 yards per 4 flowing stream in front of green
- Hole 5 175 yards per 3 must hit over escarpment fairway depression
- Hole 6 490 yards per 5 undulating fairway, longest hole on course
- Hole 7 430 yards per 4 raised tee box over wetland obstacle
- Hole 8 390 yards per 4 dipping right, then uphill shot to green
- Hole 9 300 yards per 4 severe dipping right, once and bunker guard short-cut to elevated green
- Front Total 3,220 yards per 36
- Hole 10 370 yards per 4 dipping left over deep ravine
- Hole 11 320 yards per 3 rolling fairway, obstacle to green
- Hole 12 345 yards per 4 hill over wetland, dipping left, sand stream to the left
- Hole 13 425 yards per 4 hill over wetland, dipping left, sand stream to the left
- Hole 14 425 yards per 4 hill over wetland, dipping left, sand stream to the left
- Hole 15 415 yards per 5 hole over large wetland obstacle
- Hole 16 400 yards per 5 flowing stream between driveway and green, wetland feature to the left
- Hole 17 141 yards per 3 elevated tee box over edge of pond to green, which is surrounded by pond
- Hole 18 400 yards per 4 dipping right, slight pond on left and large bunker on the right
- Back Total 3,035 yards per 36
- Total (6,255) yards per 72

SYMBOLS (BY HOLES)

1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18
1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18

EXHIBIT "D"
GOLF COURSE DEVELOPMENT SCHEDULE

1	PREPARATION Design course layout		PHASE ONE - 120 RESIDENTIAL LOTS MAY BE DEVELOPED DURING THESE CONSTRUCTION PHASES (GOLF COURSE IMPROVEMENTS SHALL BE COMPLETED BY DECEMBER 31, 2006)	7	IRRIGATION SYSTEM Installation of pumping systems Pipe and sprinkler locations Pump and sprinkler control house		PHASE TWO - AN ADDITIONAL 80 LOTS DURING THESE PHASES (GC PORTION BY 12-31-07)		
	2	CLEARING Road and ditch filling Clearing and removal of concrete and debris			8	FINISH SHAPING, CONTOURING AND GRADING Greens Paths Tees Plant trees & shrubs Fairways			
		3				STAKING Centerlines of golf fairways Property lines, perimeter Golf features (greens, tees, ponds)		9	PLANTING Greens & Tees Fairways & Bunkers Fertilizer Fertilize, seed or sprig Hand planting Hand seed or sod slopes & surface edges of bunkers
	4				ROUGH EARTHWORK Stockpile topsoil Bulk cuts & fills Excavation of lakes & detention basins Placement of trees & berms				10
		5			DRAINAGE Develop lake system Culvert pipes and inlets Fairway, greens & surface drainage			11	
	6				INTERMEDIATE SHAPING				12
<table border="1"> <tr> <td>Tees placement orientation surfaces slopes</td> <td>Fairways landing area mounds bunkers roughs</td> </tr> </table>		Tees placement orientation surfaces slopes	Fairways landing area mounds bunkers roughs	PHASE THREE - AN ADDITIONAL 80 LOTS DURING THESE PHASES (GC PORTION BY 31-08)					
Tees placement orientation surfaces slopes		Fairways landing area mounds bunkers roughs							
<table border="1"> <tr> <td>Greens surface drainage slopes bunkers approaches</td> <td>Ponds edges slopes</td> </tr> </table>		Greens surface drainage slopes bunkers approaches	Ponds edges slopes						
Greens surface drainage slopes bunkers approaches	Ponds edges slopes								
<table border="1"> <tr> <td>13</td> <td>GOLF COURSE OPENING The golf course shall open in the Spring of 2009. No subdivision approvals or building permits, other than for the golf course, shall be issued after May 31, 2009, for any property in the Project until the golf course is open and operating on a regular schedule.</td> </tr> </table>		13	GOLF COURSE OPENING The golf course shall open in the Spring of 2009. No subdivision approvals or building permits, other than for the golf course, shall be issued after May 31, 2009, for any property in the Project until the golf course is open and operating on a regular schedule.						
13	GOLF COURSE OPENING The golf course shall open in the Spring of 2009. No subdivision approvals or building permits, other than for the golf course, shall be issued after May 31, 2009, for any property in the Project until the golf course is open and operating on a regular schedule.								

EXHIBIT "E"

PUBLIC IMPROVEMENT REIMBURSEMENT AGREEMENT
SANITARY SEWER LIFT STATION

THIS AGREEMENT is made and entered into as of the _____ day of _____, 2006, by and between CLINTON CITY, a Utah municipal corporation, hereinafter referred to as the "City", CLINTON CITY SANITARY SEWER SPECIAL SERVICE DISTRICT, a special service district established in Clinton City, Utah, hereinafter referred to as the "Service District", and "IVORY HOMES, a Utah Partnership, hereinafter referred to as the "Developer".

RECITALS:

WHEREAS, Developer is developing a subdivision within Clinton City at approximately 3700 West 2300 North, referred to as the Crane Field Estates Subdivision, (the Project); and

WHEREAS, Developer is required by City/Service District ordinance and the Development Agreement for Crane Field Estates (PRUD) to install certain public improvements within the Project; and

WHEREAS, some of those public improvements will provide direct benefits to neighboring properties that the parties anticipate will undergo development in the foreseeable future (the "Benefited Properties"); and

WHEREAS, Developer desires to be reimbursed for a proportionate share of the costs associated with the construction and installation of the public improvements that will the Benefited Properties;

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. Developer's Obligation: Developer hereby agrees to install a sanitary sewer lift station to service the Project as well as Benefited Properties, (the Service Area). The lift station shall include all infrastructure, structures, lines and equipment necessary to remove the sanitary sewerage from the Service Area and maintain the lift station. The lift station is to be constructed to standards established by Service District in accordance with plans approved by the Service District Engineer.
2. Service District Obligation: The Service District shall owe to the Developer an amount of money equal to the increased cost for upgrading the lift station to have capacity to service the Benefited Properties. The Service District shall agree to pay Developer, on a monthly basis the Reserve Fund Establishment Fee collected with building permits issued during said month. Fees to be paid to the developer are those

collected for each connection within the Service Area. This agreement will remain in full use and effect until the full sum has been recovered by the developer.

3. Collection and Payment of Reimbursement. City will require owners of the Benefited Properties that are annexed into the City to also annex into the Service District. Service District will require applicants for development, subdivision, or building permits that result in or otherwise connect to the lift station system to pay Service District the proportionate share of the cost of the improvements set forth in paragraph 1, prior to granting development, subdivision approval or otherwise issuing a building permits resulting in a connection to the lift station system. The proportionate share shall be determined by City based upon the proportional benefit gained by connecting to the lift station system.
4. Assignment. Developer specifically agrees to accept those funds that are in fact collected by Service District during the term of this Agreement as full and final payment under the terms of this Agreement. Further, Developer agrees to hold City/Service District and its officers, employees, agents and representatives harmless from liability for any sums which, for any reason, are not collected, provided that Service District has made a good faith effort to collect such sums.
5. Ownership and Improvements. Service District shall own the public improvements that are the subject of this Reimbursement or Pay Back Agreement. Nothing in this agreement shall be construed to alter or affect in any way Developer's obligations under any other agreement with City/Service District relating to the installation of public improvements or reimbursement therefore.
6. Term of Agreement. It is agreed that Service District will make a good faith effort to collect those sums identified in paragraph 2 for a period of ten years from the date of this Agreement or the improvement costs have been received by Developer, whichever occurs first.
7. Early Payoff: Nothing in this agreement is meant to prevent the Service District from early partial or full payment of the funds owed to Developer.
8. Modifications. This Agreement shall not be modified or amended except in writing signed by the parties hereto.
9. Binding Effect. This Agreement shall be binding upon the parties hereto and their respective heirs, representatives, officers, employees, agents, successors in interest, and assigns.
10. Validity and Severability. If a court of competent jurisdiction for any reason declares any section, clause or portion of this Agreement invalid, the remainder shall not be affected thereby and shall remain in full force and effect.

In witness whereof the parties have executed this agreement the day and year first above written.