

RETURNED
MAR 06 2007

When recorded, return to:

Centerville City
Attn: City Recorder
250 North Main Street
Centerville, Utah 84014

E 2250032 B 4233 P 808-813
RICHARD T. MAUGHAN
DAVIS COUNTY, UTAH RECORDER
03/06/2007 01:19 PM
FEE \$20.00 Pgs: 6
DEP RT REC'D FOR CENTERVILLE CITY

0077, 0020, 0021
02-095 - 0079, 0080, 0081

**FIRST AMENDMENT TO
DEVELOPMENT AGREEMENT BETWEEN CENTERVILLE CITY AND UINTA
DEVELOPMENT, LC FOR THE PINEAE VILLAGE (PDO)**

**THIS FIRST AMENDMENT TO DEVELOPMENT AGREEMENT BETWEEN
CENTERVILLE CITY AND UINTA DEVELOPMENT, LC FOR THE PINEAE VILLAGE
(PDO)** (the "Amendment") is made and entered into as of the 22nd day of February,
2007, by and between **CENTERVILLE CITY**, a Utah municipal corporation, hereinafter
referred to as the "City," and **UINTA DEVELOPMENT, LC**, a Utah limited liability
company, hereinafter referred to as "Developer."

RECITALS:

WHEREAS, the City and Developer have previously entered into that certain
Development Agreement dated March 6, 2006 and recorded at the Davis County
Recorder's Office on March 8, 2006, Entry No. 2150503, Book No. 3986, Pages 1124-
1198 (the "Agreement"), regarding the development of approximately thirty (30) acres of
real property located at approximately 675 North Main Street in Centerville City, Davis
County, State of Utah, as more particularly described in **Exhibit 1**, attached hereto and
incorporated herein by this reference (the "Property"); and

WHEREAS, the Developer has requested and desires to amend the Agreement
to provide Developer an additional amount of time to record the final plat for the
subdivision and development of the Property; and

WHEREAS, the City is willing to amend the Agreement to provide for additional
time to record the final plat for the subdivision and development of the Property subject
to and in accordance with the terms and conditions of this First Amendment to the
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, the City and Developer agree as follows:

1. **Amendment.** Section 20(g) of the Agreement is hereby amended to read in its entirety as follows:

g. **Time Restrictions.** By City Ordinance, the rezoning of the Property to PDO zoning is subject to submission, approval and recording of a final subdivision plat within one (1) year from the effective date of approval of the Preliminary Plat. For purposes of this approved Phasing Plan for the Planned Development, a final subdivision plat for Phase 1 shall be submitted, approved and recorded within one (1) year from the effective date of approval of the Preliminary Plat. For successive phases, Developer shall file a completed application for final subdivision plat within one (1) year from the date of approval of the previous phase. Phase 1 must be platted and developed prior to or concurrent with successive phases. Subsequent phases may be developed in any order, provided Phase 2 is platted and developed prior to or concurrent with Phase 4, and Phase 3 is platted and developed prior to or concurrent with Phase 5, and subject to compliance with all the terms and conditions of this Agreement and approved plans for previous phases. By City Ordinance, substantial construction shall be commenced within one (1) year from the date of final plat recording. For purposes of this approved Phasing Plan for the Planned Development, substantial construction shall be commenced for each phase within one (1) year from the date of final plat recording for the subject phase. All construction and development shall proceed in a timely manner. Extensions to time frames set forth herein may be granted in accordance with applicable City Ordinances.

2. **Full Force and Effect.** The terms of this Amendment are hereby incorporated as part of the Agreement. All other terms and conditions of the Agreement not modified by this Amendment shall remain the same and are hereby ratified and affirmed. To the extent the terms of this Amendment modify or conflict with any provisions of the Agreement, the terms of this Amendment shall control.

3. **Binding Effect.** This Amendment shall inure to the benefit of and be binding upon the parties hereto and their respective officers, employees, representatives, successors and assigns.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment by and through their respective, duly authorized representatives as of the day and year first above written.

"CITY"

CENTERVILLE CITY

ATTEST:

Marilyn Holje
Marilyn Holje, City Recorder

By: Ronald G. Russell
Mayor Ronald G. Russell

"DEVELOPER"

UINTA DEVELOPMENT, LC

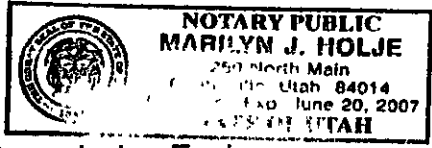
By: Gabe S. Coon
Its: Manager



CITY ACKNOWLEDGMENT

STATE OF UTAH)
)
) :ss.
)
COUNTY OF DAVIS)

On the 23rd day of February, 2007, personally appeared before me Ronald G. Russell, who being duly sworn, did say that he is the Mayor of **CENTERVILLE CITY**, a municipal corporation of the State of Utah, and that the foregoing instrument was signed in behalf of the City by authority of its governing body and said Ronald G. Russell acknowledged to me that the City executed the same.



Marilyn J. Holje
Notary Public

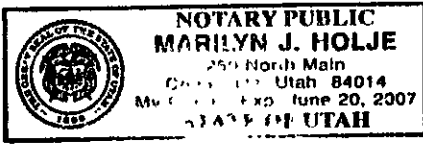
My Commission Expires:
6-20-2007

Residing at:
Centerville UT

DEVELOPER ACKNOWLEDGMENT

STATE OF UTAH)
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) :ss.
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COUNTY OF Davis)

On the 22nd day of February, 2007, personally appeared before me Gardner Crane who being by me duly sworn did say that (s)he is the Manager of **UINTA DEVELOPMENT, LC**, a Utah limited liability company, and that the foregoing instrument was signed in behalf of said company by authority of its Members, and (s)he acknowledged to me that said company executed the same.



Marilyn J. Holje
Notary Public

My Commission Expires:
6-20-2007

Residing at:
Centerville UT

Exhibit 1
Property Description

BEGINNING AT A POINT WHICH IS N 0°24'15" E, 1033.69 FEET AND N 89°35'45" W, 33.00 FEET SAID POINT BEING THE SOUTHEAST CORNER OF LOT 3, BLOCK "B" BIG CREEK PLAT CENTERVILLE TOWNSITE SURVEY AND N 0°24'15" E, 75.25 FEET FROM A COUNTY MONUMENT LOCATED AT THE INTERSECTION OF PARRISH LANE AND MAIN STREET AND RUNNING THENCE N 89°50'00" W 832.44 FEET; THENCE SOUTH 567.17 FEET; THENCE WEST 69.30 FEET; THENCE N 00°04'57" E 242.94 FEET; THENCE N 89°39'51" W 861.63 FEET; THENCE N 00°07'35" E 907.83 FEET; THENCE N 89°49'43" E 276.16 FEET; THENCE N 00°05'01" E 0.52 FEET; THENCE EAST 587.28 FEET; THENCE N 00°02'40" E 10.00 FEET; THENCE E 66.50 FEET; THENCE S 00°02'40" W 10.00 FEET; THENCE N 89°30'06" E 700.55 FEET; THENCE S 101.54 FEET; THENCE WEST 20.00 FEET; THENCE SOUTH 273.72 FEET; THENCE EAST 150.63 FEET; THENCE SOUTH 50.00 FEET; THENCE S 00°00'49" W 165.00 FEET; THENCE S 00°24'15" W 8.25 FEET TO THE POINT OF BEGINNING.

CONTAINS 1,305,486 SQUARE FEET OR 29.970 ACRES, MORE OR LESS.