BK 4290 PG 1122

14-029-0027,0014.0031,0033 14-038-0068,0064,0013,0074 E 2273608 B 4290 P 1122-1131 **AMENDMENT ONE** HETUIS - 047 - 0019 - 0020 DEVELOPMENT AGREEMENT RICHARD T. MAUGHAN DAVIS COUNTY, UTAH RECORDER MAY 2 - 2007 0024,0023 FOR 05/24/2007 02:02 PM CRANE FIELD ESTATES (PRUD FEE \$0.00 Pas: 10 DEP RTT REC'D FOR CLINTON CITY

> THIS AMENDMENT ONE TO THE DEVELOPMENT AGREEMENT (the "Agreement") is made and entered into as of the Day of 1979, 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. The Development Agreement for Crane Field Estates (PRUD), hereafter referred to as the Development Agreement, was recorded with the Davis County Recorder's Office, February 26, 2007, Entry Number 2247621, Book 4227, Page 2233.
- B. In accordance with the provisions of the Development Agreement §25, the Developers have requested an amendment to the preliminary plat as shown in the original document.
- C. No other changes are included in the Amendment, all other provisions of the original Development Agreement remain the same.

#### **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. Legal Description: The property to which this Amendment is outlined in Exhibit "A" to this Amendment. This description is the same as in the recorded Development Agreement.
- 3. Amendment: Exhibit "B" to the Development Agreement is amended as shown in this document and it will be this Preliminary Plat that is used in evaluating and processing all phases of the Development.

4. Exhibits: All Exhibits of the Development Agreement remain valid other than Exhibit "B".

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

"DEVELOPER"

Drong Development	Den Brito
Name	Signature
authorized agent	April 10, 2007
Title	Date

## ACKNOWLEDGMENT OF DEVELOPER

STATE OF UTAH	} : §§			
COUNTY OF Laur	}			
On the()	day of	April	, 200	07, the
signer(s) of the above inst	rument, who duly	acknowledged to	me that he executed	the same
on behalf of himself as an	individual, an ass	ociation, or partne	ership. If for an asso	ciation or
partnership, ( )	ted liab	lity Co	poratorackno	wledges
himself to be legally auth	orized to act on bel	nalf of said associ	ation or partnership	by
executing the foregoing I	Developers Agreem	ent in his capacit	y as an associate or p	partner, as
the case may be, with the	authority of the as	sociation or partn	ership to sign the agr	reement.
			NOTARY	Y PUBLIC

STATE OF UTAH NOTARY PUBLIC DEBBI M KEARL

833 OGDEN CANYON
OGDEN, UT 84401
MY COMMISSION EXPIRES
JULY 25, 2010

COMMISSION EXPIRES 7-25.7010

## "GOLF COURSE DEVELOPER"

JAMES ALAND	Jan Alas	
Name	Signature	
OWNER	4/2/2007	
Title .	Date	
	ENT OF GOLF COURSE DEVELOPER L, ASSOCIATION OR PARTNERSHIP)	
STATE OF UTAH	} : §§	
COUNTY OF DAVIS	_}	
On the 2rd da	ay of April, 2007, the	
signer(s) of the above instrument, w	ho 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 Hand	acknowledges	
himself to be legally authorized to a	ct 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	of the association or partnership to sign the agreement.	
NOTARY PUBLIC	NOTARY PUBLIC	
SHAWNA STALEY 1906 WEST 1800 NORTH CLINTON UT 84015 MY COMMISSION ( XPIRES JULY 30, 2007	COMMISSION EXPIRES July 30, 2007	
STATE OF UTAH		

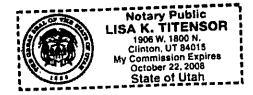
OT A TO OF LITAIL

## "SERVICE DISTRICT

L. Mitch Adams	L. Mitch adams
Name	Signature
Chairman	May 18, 2007
Title	Date
Attest	
Dennis W. Cluff, CEO/Secretary	5-18-07
Dennis W. Cluff, CEO/Secretary	Date

# ACKNOWLEDGEMENT OF CLINTON CITY SANITARY SEWER SPECIAL SERVICE DISTRICT OFFICIALS

STATE OF UTAH	}
•	: §§
COUNTY OF <u>Davis</u>	.}
On the 18 day of May	, 2007, personally appeared before me L Mitch
Adams, Chairman of Clinton City Sa	anitary Sewer Special Service District and Dennis W.
Cluff, Clinton City Sanitary Sewer S	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 Cli	inton City Council executed the same.



COMMISSION EXPIRES 10/22/2008

"CITY"

L. Mitch Adams	A. Mutch Udame
Name	Signature
Mayor	May 18, 2007
Title Title	Date
	•
Attest	
Mmus W. / Cuff	5-18-07
Dennis W. Cluff, Recorder	Date
Socoooooo Managara	

ACKNOWLEDGEMENT OF CLINTON CITY OFFICIALS

STATE OF UTAH	}	
•	: §§	
COUNTY OF DAVIS	.}	
On the 18 day of May	, 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.		

Notary Public
LISA K. TITENSOR
1906 W 1800 N.
Citinton, UT 84015
My Commission Expires
October 22, 2008
State of Utah

COMMISSION EXPIRES 10/22/2608

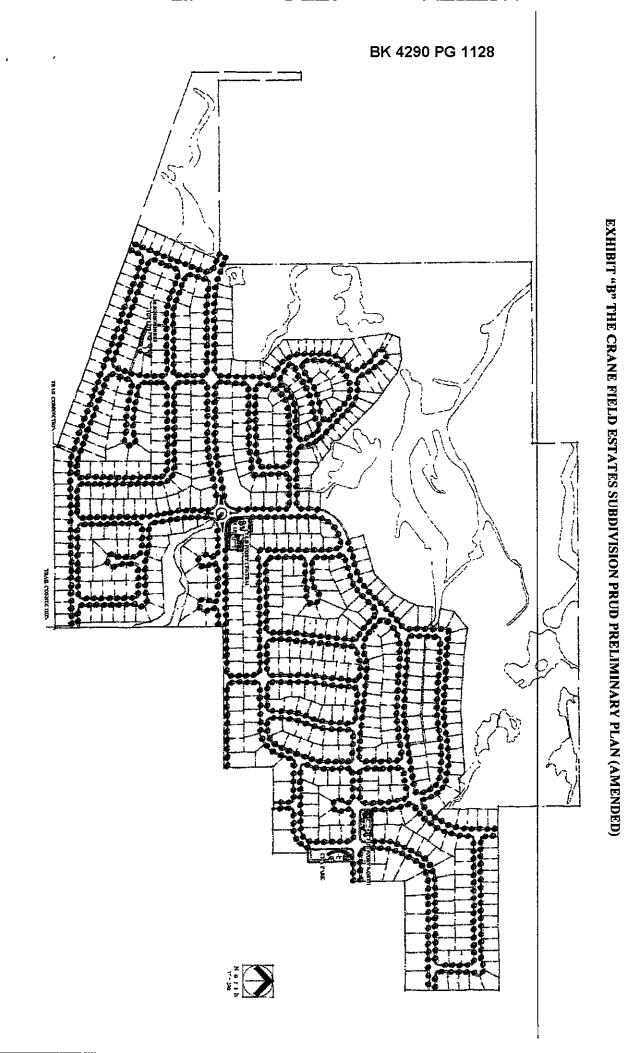
#### **EXHIBIT "A"**

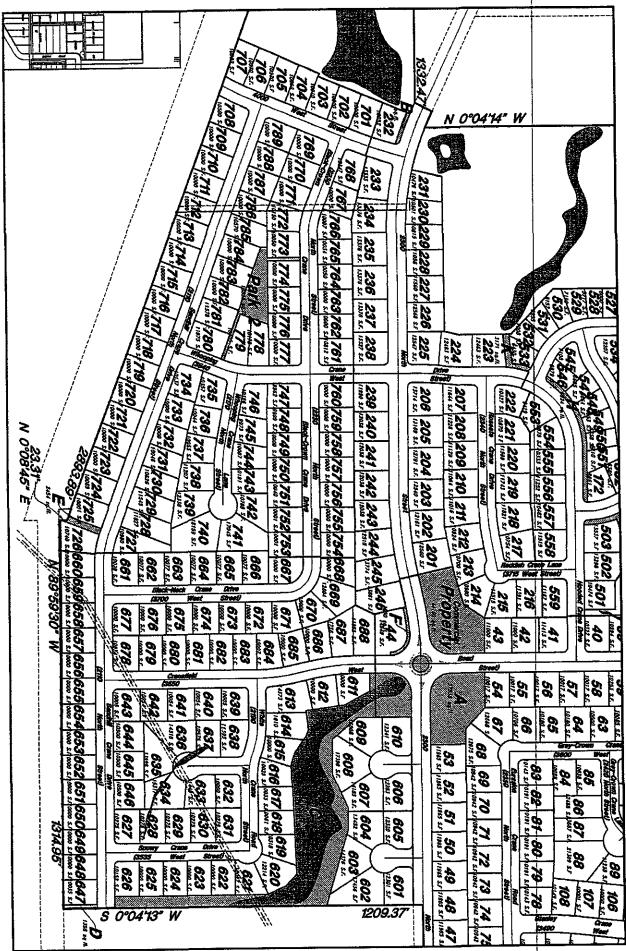
#### PROPERTY DESCRIPTION

### 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°04'13" West 1322.39 feet along the Quarter Section line to the existing West Point City Corporate limits; thence North 89°59'31" West 2594.94 feet along said Corporate limits; thence North 0°00'52" East 73.25 feet; thence North 89°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°00'24" East 1184.44 feet); thence and North 25°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°04'59" West 2040.70 feet to the County lines; thence South 89°54'41" East 2639.20 feet along said line to the East line of the southwest Quarter of said Section 20; thence South 0°16'03" West 2036.60 feet along said line to the point of beginning.





	BN 4290 FG 1130	
0 1 5 5 5 5 5 5 5 5 5 5 5 5 5 5 5 5 5 5		
26 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2		
26 xx	3 (2) (2) (2) (3) (4) (4) (4) (5) (5) (5) (5)	
761		
Comp		70012
2 8 6 EV		
2756 III	5545555 641 220 200 2	
	5009 55455555565 55455555565 772 221 220 279 2 221 220 279 2	
8 50 8V 18 40		
775		
1/28 12 14	E CONTROL OF THE PROPERTY OF T	
	558 216 216	
688	38 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2	
The state of the s	Anal Street	3
220		
609		
800		
607		
604		
000		
601 602	19// E \	333
1209.37	E E E E E E E E E E E E E E E E E E E	
	2 5 5 5 5 5 5 5 5 5 5 5 5 5 5 5 5 5 5 5	332 3
	2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2	331 330 110 21 013 20 27 26
	362 362 362 362 362 362 362 362 362 362	0 329 5 322
	20035934 370	2 220 May 1 20
	359 359 359 359 359 359 359 359 359 359	Man Store
		326
1	385 387 388 388 388 388 388 388 388 388 388	325
	392 39 39 39 39 39 39 39 39 39 39 39 39 39	324
		1

