

**ADDENDUM TO THE CROSSINGS AT LAKE CREEK DEVELOPMENT
AGREEMENT FOR PHASES 2, 3, 5, 7A, 8A, 7B, 8B, 9, 10 AND 12**

This Agreement is entered into this 20th day of March, 2007 by and between The Crossings at Lake Creek X, LLC, Utah limited liability company (hereinafter called "Developer") and Wasatch County, a political subdivision of the State of Utah (hereafter called the "County") for phases 2, 3, 5, 7A, 8A, 7B, 8B, 9, 10 and 12 of the development commonly known as The Crossings at Lake Creek. This agreement is to supplement, update and in some cases modify the Crossing at Lake Creek Development Agreement for phases 2, 3, 5, 7A, 8A, 7B, 8B, 9, 10 and 12 executed by Developer and the County on or about March 20, 2007, and recorded at the Wasatch County Recorder as Entry _____, Book _____ and Page _____ including any prior addendums which may apply. (hereinafter the "Subject Development Agreement."). Nothing in this addendum shall supersede the Settlement Agreement, or applicable ordinances to the extent not inconsistent with the settlement agreement.

Ent 317574 Bk 935 Pg 1390-1397
Date: 23-MAR-2007 3:44PM
Fee: \$73.00 Check Filed By: NC
ELIZABETH PALMIER, Recorder
WASATCH COUNTY CORPORATION
For: THE CROSSINGS AT LAKE CREEK

RECITALS

A. This agreement is intended by the parties hereto to be an addendum to the Subject Development Agreement referenced above, however, if this agreement is ever held to be an invalid addendum to the Subject Development Agreement, the parties agree that this agreement may then stand on its own, and where necessary incorporate the provisions of said Subject Development Agreement into this agreement and bind the parties to the terms of this agreement.

B. Developer warrants that it is currently the owner of all of the property in the Development and is the sole member of the Home Owners Association and is authorized to execute this agreement on behalf of both The Crossings At Lake Creek X, LLC and the Crossing at Lake Creek Home Owners Association.

C. The County, acting pursuant to authority delegated to it under the laws of the State of Utah, and in furtherance of its land use policies, goals, and objectives, ordinances, and regulations, in the exercise of its discretion has elected to approve and enter into this Agreement, modifying and supplementing the Subject Development Agreement.

D. Developer is seeking to record a plat for phase 7A and 8A of The Crossings at Lake Creek and desires to proceed with the Project in accordance with "applicable law" as that term is defined in the Subject Development Agreement.

E. Developer has received final plat approval for phases 7A and 8A.

F. The terms of this addendum only apply to phases 7A and 8A .

Now Therefore, in consideration of the mutual promises, covenants, and provisions set forth herein, the receipt and adequacy of which are hereby acknowledged, the Parties agree as follows:

1. As required by section 3.1 (b) (5) of the Subject Development Agreement, attached hereto as Exhibit "B" are the Landscape Plan renderings and the improvements to the Open Spaces G through I as defined in the Plat to be recorded for the Phase. Also attached is the Trail Plan for the Phase as Exhibit "C". All recreation facilities and improvements are approximate in specifications but will be constructed in a manner consistent in quality with the provisions and requirements specified in the attached Exhibits. The position of the trails within the Open Space Area shown on the attached Exhibit C" is suggestive and approximate only. Construction considerations will govern the actual location of the constructed trails.

The Completion Schedule for above referenced Facility Improvements shall be as follows:

Landscaping of Open Spaces "G" & "H"	Fall	2007
Landscaping of Open Space "I"	Summer	2008
Trails	Summer	2008

2. Wasatch County is hereby granted an easement over all areas shown on the plat for Phase 7A & 8A of the Crossings at Lake Creek as Open Space (lots G, H, and I) restricting any development on said open space as set forth in the Subject Development Agreement.

3. All Trails in Phases 7A & 8A shall be open and accessible to the public. Trails shall be asphalt and a minimum of eight feet wide, or as otherwise agreed to by the Wasatch County Trail Planner, and shall be built in conformance with the Wasatch County Trail Standard found in Appendix 3 of the Wasatch County Code (2004).

Miscellaneous

4. No later than ten (10) days after the County enters into this Agreement, the County Clerk shall cause to be recorded, at Developer's expense, an executed copy of this Agreement in the Official Records of the County of Wasatch.

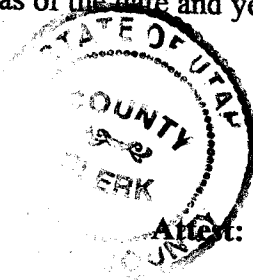
5. The provisions of this Agreement shall constitute real covenants, contract and property rights, and equitable servitudes, which shall run with all of the land subject to the this Agreement and the County shall have all the rights and remedies contained in the Subject Development Agreement to ensure performance of these obligations.

6. The Recitals contained in this Agreement, and the introductory paragraph preceding the Recitals, are hereby incorporated into this Agreement as if fully set forth herein.


7. All other provisions of the Development Agreement between the Developer and the County shall remain in full force and effect and shall remain binding upon the parties.


IN WITNESS WHEREOF, this Agreement has been entered into by and between Developer and the County as of the 20th day of March, 2007.

IN WITNESS WHEREOF, this Agreement has been entered into by and between Developer and the County as of the date and year first above written.



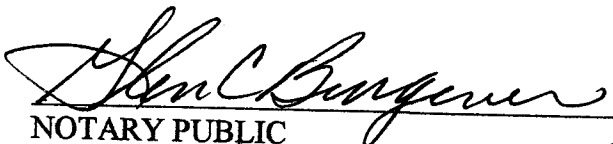
WASATCH COUNTY:


MICHAEL DAVIS
Wasatch County Manager


BRENT TITCOMB,
Wasatch County Clerk Auditor

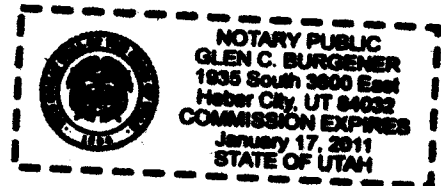
STATE OF UTAH)
 ss:
COUNTY OF WASATCH)

The foregoing instrument was acknowledged before me this 2 day of March, 2007, by Michael Davis, who executed the foregoing instrument in his capacity as the Wasatch County Manager and by Brent Titcomb, who executed the foregoing instrument in his capacity as the Wasatch County Clerk Auditor.


NOTARY PUBLIC
Residing at: 1935 So. 3600 E Heber, UT

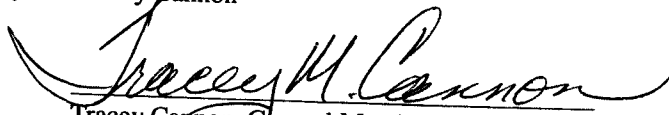
My Commission Expires:

1/17/11



THE CROSSINGS AT LAKE CREEK X, LLC

By: Tracey Cannon


Tracey Cannon, General Member

STATE OF UTAH

COUNTY OF Salt Lake,^{SS}

The foregoing instrument was acknowledged before me this 20th day of March, 2007, by Tracey Cannon, who executed the foregoing instrument in her capacity as the duly authorized representative of Developer, a Utah Limited Liability Corporation.

Catherine L. Ford-Barbiero

NOTARY PUBLIC

Residing at: _____

My Commission Expires:

5/7/2010



THE CROSSINGS AT LAKE CREEK PHASE 7A AND 8A
Boundary Description

A parcel of land platted as a portion of a Master Planned Residential Development called "The Crossings at Lake Creek", located in Section 3, Township 4 South, Range 5 East, Salt Lake Base and Meridian, Wasatch County, Utah, more particularly described as follows:

BEGINNING at a point South 89°48'35" West 905.43 feet along the north line of said Section 3 and South 4465.75 feet from the North Quarter corner of said Section 3 (basis of bearings being South 89°48'35" West 2660.60 feet measured between the North Quarter Corner and the Northwest Corner of said Section 3), and running thence South 09°21'11" West 61.77 feet; thence South 421.42 feet to the Northerly line of that certain Property recorded as Bk 369, Pg 22 in the Wasatch County Recorder's Office; thence along said property line the following two (2) calls: 1) North 89°48'40" West 236.00 feet; 2) South 348.82 feet to a point on the North right-of-way line of 1200 South Street; thence along said right-of-way line North 89°49'33" West 965.70 feet; thence North 02°38'40" East 14.46 feet to a point of tangency with a 174.96 foot radius curve to the left; thence northerly 18.25 feet along the arc of said curve through a central angle of 05°58'34" (chord bears North 00°20'37" West 18.24 feet); thence South 89°49'30" East 318.23 feet; thence North 80°46'43" East 95.28 feet; thence North 00°11'20" East 77.42 feet to a point on a 25.00 foot radius non-tangent curve to the left; thence northwesterly 39.27 feet along the arc of said curve through a central angle of 90°00'00" (chord bears North 44°48'40" West 35.36 feet); thence North 04°57'09" East 60.21 feet to a point on a 25.00 foot radius non-tangent curve to the left (radius point bears North 00°11'20" East); thence northeasterly 39.27 feet along the arc of said curve through a central angle of 90°00'00" (chord bears North 45°11'20" East 35.36 feet); thence North 00°11'20" East 150.00 feet to a point of tangency with a 25.00 foot radius curve to the left; thence northwesterly 39.27 feet along the arc of said curve through a central angle of 90°00'00" (chord bears North 44°48'40" West 35.36 feet); thence North 00°11'20" East 60.00 feet to a point on a 25.00 foot radius non-tangent curve to the left (radius point bears North 00°11'20" East); thence northeasterly 39.27 feet along the arc of said curve through a central angle of 90°00'0" (chord bears North 45°11'20" East 35.36 feet); thence North 00°11'20" East 152.50 feet to a point of tangency with a 25.00 foot radius curve to the left; thence northwesterly 39.27 feet along the arc of said curve through a central angle of 90°00'00" (chord bears North 44°48'40" West 35.36 feet); thence North 00°11'20" East 60.00 feet to a point on a 25.00 foot radius non-tangent curve to the left (radius point bears North 00°11'20" East); thence northeasterly 39.27 feet along the arc of said curve through a central angle of 90°00'00" (chord bears North 45°11'20" East 35.36 feet); thence North 00°11'20" East 49.34 feet to a point of tangency with a 487.50 foot radius curve to the right; thence northerly 30.02 feet along the arc of said curve through a central angle of 03°31'42" (chord bears North 01°57'11" East 30.02 feet); thence South 86°16'59" East 151.86 feet; thence South 89°48'40" East 472.55 feet to a point on a 355.00 foot radius non-tangent curve to the right (radius point bears South 89°00'41" East); thence northerly 10.39 feet along the arc of said curve through a central angle of 01°40'36" (chord bears North 01°49'37" East 10.39 feet); thence South 87°20'00" East 166.13 feet to the POINT OF BEGINNING.

Containing 588,288 square feet or 13.505 acres.

P:\CROSSINGS\survey\Phase 7A-8A Desc.doc 9/27/2006 KT

EXHIBIT D

The Crossings at Lake Creek Phases 13 &14 Property

The Crossings at Lake Creek Phase No. 14
Boundary Description

A Parcel of land located in the East Half of Section 3, Township 4 South, Range 5 East, Salt Lake Base and Meridian, being more particularly described as follows:

BEGINNING at a point on the easterly boundary line of The Crossings at lake Creek Phase 4 and on the southerly line of The Crossings at Lake Creek Phase 1 which is South $00^{\circ}03'35''$ West 1653.23 feet along the center of section line and South $89^{\circ}56'25''$ East 305.47 feet from the North Quarter Corner of Section 3, Township 4 South, Range 5 East, Salt Lake Base and Meridian (basis of bearings being South $89^{\circ}48'35''$ West 2660.60 feet between the Northwest Corner and the North Quarter Corner of Section said Section 3), said point also being a point on a 745.00 foot radius curve to the left, and running thence along said Phase 1 boundary line the following ten (10) calls: 1) 57.03 feet along the arc of said curve through a central angle of $04^{\circ}23'09''$ (chord bears North $63^{\circ}22'23''$ East 57.01 feet) to a point on a 605.00 foot radius curve to the right; 2) 224.00 feet along the arc of said curve through a central angle of $21^{\circ}12'48''$ (chord bears North $71^{\circ}47'12''$ East 222.72 feet); 3) North $82^{\circ}23'36''$ East 137.48 feet to a point on a 855.00 foot radius curve to the right; 4) 193.15 feet along the arc of said curve through a central angle of $12^{\circ}56'38''$ (chord bears North $88^{\circ}51'55''$ East 192.74 feet); 5) South $84^{\circ}39'47''$ East 37.66 feet to a point on a 285.00 foot radius curve to the right; 6) 248.92 feet along the arc of said curve through a central angle of $50^{\circ}02'35''$ (chord bears South $59^{\circ}38'29''$ East 241.09 feet); 7) North $55^{\circ}22'49''$ East 75.00 feet to a point on a 360.00 foot radius non-tangent curve to the right; 8) 339.97 feet along the arc of said curve through a central angle of $54^{\circ}06'26''$ (chord bears South $07^{\circ}33'58''$ East 327.47 feet); 9) South $19^{\circ}29'15''$ West 317.65 feet; 10) South $61^{\circ}48'45''$ East 493.99 feet; thence leaving said Subdivision South 843.13 feet; thence North $89^{\circ}40'02''$ West 252.88 feet; thence South $00^{\circ}09'02''$ West 177.36 feet; thence North $85^{\circ}44'58''$ West 183.01 feet; thence North $75^{\circ}29'43''$ West 168.48 feet; thence North $70^{\circ}38'47''$ West 206.07 feet; thence North $65^{\circ}42'42''$ West 261.49 feet; thence North $83^{\circ}11'00''$ West 176.94 feet; thence North $60^{\circ}00'17''$ West 229.46 feet to the Northerly boundary corner of The Crossings at Lake Creek Phase 4 Subdivision as recorded in the Wasatch County Recorder's Office; thence along said Subdivision boundary the

following five (5) courses: 1) North $28^{\circ}55'50''$ East 401.56 feet; 2) North $53^{\circ}03'54''$ West 133.18 feet; 3) North $03^{\circ}15'04''$ West 860.31 feet; 4) North $62^{\circ}31'40''$ East 163.71 feet; 5) North $24^{\circ}26'16''$ West 119.45 feet to the point of beginning.

Contains 2,063,642 square feet, or 47.375 Acres.