

After Recording send to:
The Crossings at Lake Creek XIV
C/O Cannon Associates
455 East 400 South
Salt Lake City, UT 84111

Ent 331766 Bk 959 Pg 1952-1965
Date: 08-FEB-2008 1:00PM
Fee: \$97.00 Check Filed By: MG
ELIZABETH PALMIER, Recorder
WASATCH COUNTY CORPORATION
For: THE CROSSINGS AT LAKE CREEK XIV
LLC

**ADDENDUM TO The CROSSINGS AT LAKE CREEK DEVELOPMENT
AGREEMENT**

This Agreement is entered into this 4th day of February 2008 by and between The Crossings at Lake Creek XIV, LLC, Utah limited liability company (hereinafter called "Developer") and Wasatch County, a political subdivision of the State of Utah (hereafter called the "County") for Phase 13 and 14 (as shown on the original phasing map) of the development commonly known as The Crossings at Lake Creek and hereafter known as phase 14. This agreement is to supplement, update and in some cases modify **The Crossings at Lake Creek Development Agreement** executed by Developer and the County on or about March 29, 2005, and recorded at the Wasatch County Recorder as Entry 281253, Book 0743 and Page 0658-0752 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.

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 this phase of the Development and is the sole majority of the Home Owners Association and is authorized to execute this agreement on behalf of both The Crossings at Lake Creek XIV, LLC (Developer) and The Crossings 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 -14 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 phase 14.
- F. The terms of this addendum only apply to Phase 14 of the development.

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. OBLIGATIONS OF DEVELOPER AND THE COUNTY

- (a) Phase 14 shall be developed in accordance with, and Developer agrees to be bound by the provisions of the Subject Development Agreement as far as they pertain to the development of this Phase 14, except for the changes and modification called out in this addendum
- (b) Pursuant to above referenced sections of the Subject Development Agreement, attached hereto as Exhibit "B" are the Landscape Plan renderings and the improvements to the Open Spaces J through L 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/sidewalks 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.
- (c) The Completion Schedule for above referenced Facility Improvements shall be as follows:
 - a. Landscaping of Open Spaces "J,K,& L" will occur Spring of 2008.
 - b. Trail construction will occur fall of 2008
- (d) Wasatch County is hereby granted an easement over all areas shown on the plat for Phase 14 of the Crossings at Lake Creek as Open Space (lots J, K, & L) restricting any development on said open space as set forth in the Subject Development Agreement.
- (e) All Trails in Phase 14 shall be open and accessible to the public. Trails shall be asphalt and a minimum of eight (8) feet wide, or sidewalks as per approved construction drawings, or as otherwise

Ridgeline Lot conditions as called for in section 3.1 (b) (7) of the above referenced Development Agreement.

- (g) The developer shall provide a bond for the improvements to the Lake Creek Chanel that is contiguous to phase 14. The bond shall cover improvements so the channel will maintain the 100-year flood and improve the stability of the sides of the channel so it will not erode. The bond and improvements shall be approved by the Engineering Department. Although the channel is not a part of the plat covered by this development agreement it is adjacent to the lots and could have an impact on the lots. The channel may be further reviewed for stability and capacity when the phase contiguous with phase 14 that includes the channel is going through the approval process. The bond is in place in case there are no other future phases or there is an interim event that requires stabilization of the channel. If the plat that includes the part of the channel that is contiguous with phase 14 does not receive approval within two (2) years of the date of this agreement the repairs will be required to be made unless the bond is renewed.
- (h) Developer shall provide a 20' easement to Wasatch County on both sides of the Lake Creek channel for flood control maintenance. Any maintenance or flood control performed by the County shall be at the sole discretion of the County. The Easement is hereby attached hereto as Exhibit A.
- (i) Developer shall construct an 8' wide asphalt trail to be part of the Public trail system and to allow access for the Lake Creek channel for flood control maintenance.
- (j) There are lots on the plat that are within the 100-year flood plain. Wasatch County will not issue building permits unless one of the following conditions occurs:
 1. The developer goes through the process outlined in 16.28.04(5) of the Wasatch County code.
 2. The developer obtains a letter of map revision from FEMA.
 3. The revised flood maps that are in process as of the date of this agreement are approved by FEMA and the lots in question are not encumbered by the 100-year flood plain.

Miscellaneous

2. Recordation of addendum to the Subject Development Agreement.

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.

3. Covenants To Run With The Land.

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 this Agreement and the County shall have all the rights and remedies contained in the Subject Development Agreement to ensure performance of these obligations.

4. Incorporation of Recitals and Introductory Paragraph.

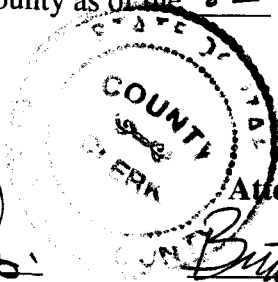
The Recitals contained in this Agreement, and the introductory paragraph preceding the Recitals, are hereby incorporated into this Agreement as if fully set forth herein.

5. Subject Development Agreement.

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 8th day of FEBRUARY, 2008.

WASATCH COUNTY:



Attest:

Michael Davis

Brent R. Titcomb

MICHAEL DAVIS

BRENT TITCOMB,
Wasatch County Clerk Auditor

STATE OF UTAH)

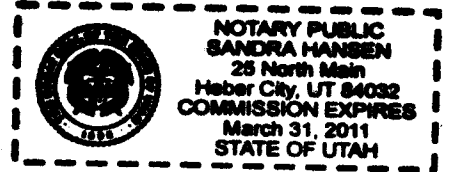
SS:
COUNTY OF WASATCH)

The foregoing instrument was acknowledged before me this 8th day of February, 2008, 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 Sandra Hansen
Residing at: Heber City, UT

My Commission Expires:

March 31, 2011



THE CROSSINGS AT LAKE CREEK XIV, LLC

By: Tracey Cannon

Tracey M. Cannon
Tracey M. Cannon, General Member

STATE OF UTAH)

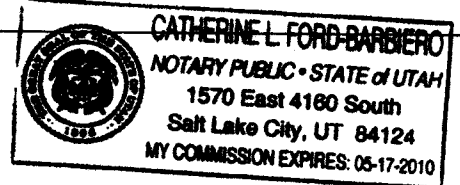
:SS
COUNTY OF Salt Lake)

The foregoing instrument was acknowledged before me this 4th day of February, 2008, by Tracey M. 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:

5/17/2010



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.

EXHIBIT B
Landscaping Plan

Open Space Parcel "J"

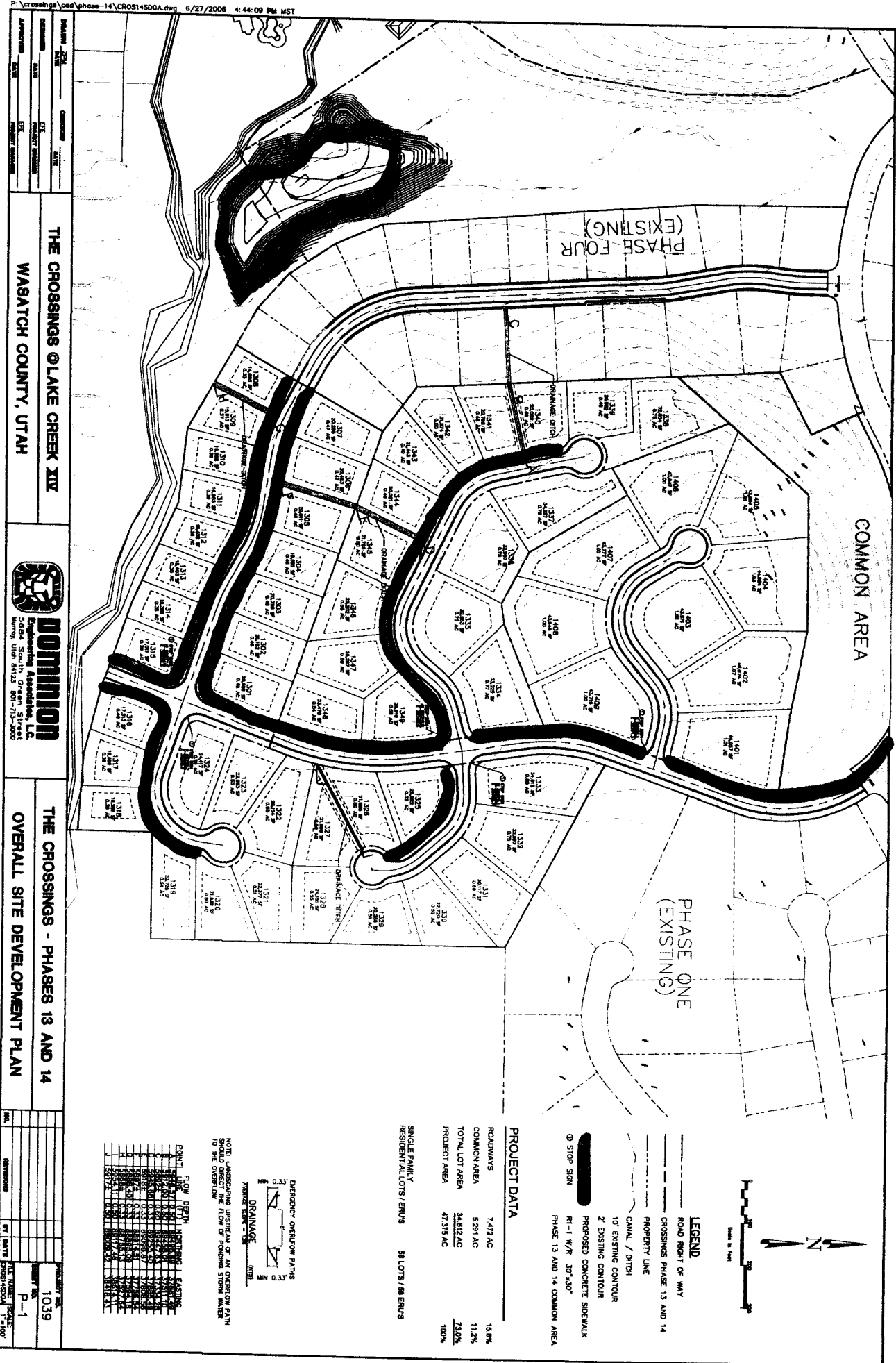
Open Space Parcel "J" to be undisturbed in current natural vegetation.

Open Space parcels "K" and "L"

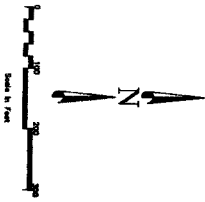
Open Space Parcels "K" and "L" to be reseeded with erosion controlling vegetation mixture as called for in the approved construction drawing Page EC-2. Seed mixture shall consist of the following:

	Pounds PLS
Hard Fescue	10
Pubescent Wheatgrass	7.5
Western Wheatgrass	7.5
Orchard Grass	7.5
Smooth Bromegrass	7.5
Streambank Wheatgrass	10
Low Growing Wildflower Mix	4

EXHIBIT C
Trail Plan

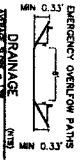


THE CROSSINGS @ LAKE CREEK XIV WASATCH COUNTY, UTAH		Dominion Engineering Associates, LLC 1000 West 1000 North, Suite 100 Provo, Utah 84601	THE CROSSINGS - PHASES 13 AND 14 OVERALL SITE DEVELOPMENT PLAN	
DRAWING NO. _____ DATE _____ SCALE _____ SHEET NO. _____ TOTAL SHEETS _____	PROJECT NO. _____ DATE _____ SCALE _____ SHEET NO. _____ TOTAL SHEETS _____		1039 P-1 1"=100' 1"=100'	DATE _____ BY _____ CHECKED _____ DATE _____



LEGEND
 ROAD RIGHT OF WAY
 CROSSINGS PHASE 13 AND 14
 PROPERTY LINE
 CANAL / DITCH
 10' EXISTING CONTOUR
 2' EXISTING CONTOUR
 PROPOSED CONCRETE SIDEWALK
 R1-1 W/R 30"x30"
 PHASE 13 AND 14 COMMON AREA

PROJECT DATA
 ROADWAYS 7.472 AC 15.8%
 COMMON AREA 5.291 AC 11.2%
 TOTAL LOT AREA 34.812 AC 73.0%
 PROJECT AREA 47.375 AC 100%
 SINGLE FAMILY RESIDENTIAL LOTS / ERVS 86 LOTS / 86 ERVS



NOTE: LANDSCAPING UPSTREAM OF AN OVERFLOW PATH TO THE OVERFLOW FLOOR OF FORMING STORM WATER

POINT NO. (E) NORTHING 1. EASTING

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96	1000.00	1000.00
97	1000.00	1000.00
98	1000.00	1000.00
99	1000.00	1000.00
100	1000.00	1000.00

After Recording send to:
TLC Investment Enterprises, LLC
C/O Cannon Associates
455 East 400 South
Salt Lake City, UT 84111

Ent 331675 Bk 959 Pg 1600-1604
Date: 05-FEB-2008 4:58PM
Fee: \$18.00 Check Filed By: MG
ELIZABETH PALMIER, Recorder
WASATCH COUNTY CORPORATION
For: CROSSINGS AT LAKE CREEK

LIMITED ACCESS AND MAINTENANCE EASEMENT

1. **GRANT OF EASEMENT.**

TLC Investment Enterprises, LLC, Grantor, for and in consideration of Ten Dollars (\$10.00), and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, does hereby grant, convey and transfer to Wasatch County, a political body of the State of Utah, a limited and non-exclusive access and maintenance easement, 20 feet in width on each side of the North lake Creek Channel, measured from the top of each bank of the Channel., as it crosses through the Open Space of the Crossings at Lake Creek Subdivision, which connects to Phase 14 located in Wasatch County, State of Utah. A graphic depiction of The Easement Corridor is set forth on Exhibit A.

2. **SCOPE AND USE OF EASEMENT.** This Easement across the Easement Corridor shall be a non-exclusive surface easement only, limited to the purpose of permitting the County to access along the Easement Corridor to maintain and repair the abutting Lake Creek Channel, (the "Channel") which runs through the Easement Corridor and may be used as necessary for flood control. The Easement may not be used for any other purpose.

3. **RUNS WITH LAND.** This Easement is an easement appurtenant, and not an easement in gross. It is not assignable or otherwise transferable by the County. The

Easement is intended to be recorded with the Wasatch County Recorder's Office and shall run with the land.

4. **DURATION OF EASEMENT.** This Easement shall continue in perpetuity unless and until Wasatch County by express written agreement relinquishes said easement.
5. **MAINTENANCE OF ACCESS ROAD or trail THROUGH EASEMENT CORRIDOR.** The Developer and Home Owners Association shall be responsible for the general maintenance and repair of any road or trail located within and throughout the length of the Easement Corridor. Wasatch County shall be responsible for restoring any damage to any trail or access road within the Easement Corridor caused by the County or its employees, agents, contractors, representative or assigns.
6. **GENERAL PROVISIONS**
 - a. **Attorneys Fees.** If any party hereto institutes a judicial or arbitration proceeding against any party in connection with any dispute or matter arising under this Easement, the prevailing party shall be entitled to recover its attorney's fees, including, but not limited to, court costs, costs of investigation, accounting costs, extra witness costs and expenses or other costs reasonably related to the litigation, in such amount as may be determined to be reasonable by the court having jurisdiction over such action.
 - b. **Modification in Writing.** This Easement may only be modified in writing executed by both parties hereto.
 - c. **Governing Law.** The validity, meaning and effect of this Easement shall be determined in accordance with the laws of the State of Utah.

d. Authority. The Officers or agents signing this Easement each warrant that he or she is authorized to execute this Easement on behalf of the party for whom it is signed, respectively.

GRANTOR: TLC Investment Enterprises, LLC

By: Tracey M. Cannon

Tracey M. Cannon

Its: gen mgr

General Member

STATE OF UTAH)

:ss

SALT LAKE COUNTY)

On this 4th day of February, 2008, before me personally appeared Tracey M. Cannon to me known, who, being duly sworn, did depose and say that he/she is the Grantor described herein and which executed the above instrument, and that he signed his name thereto.

Catherine L. Ford-Barbiero

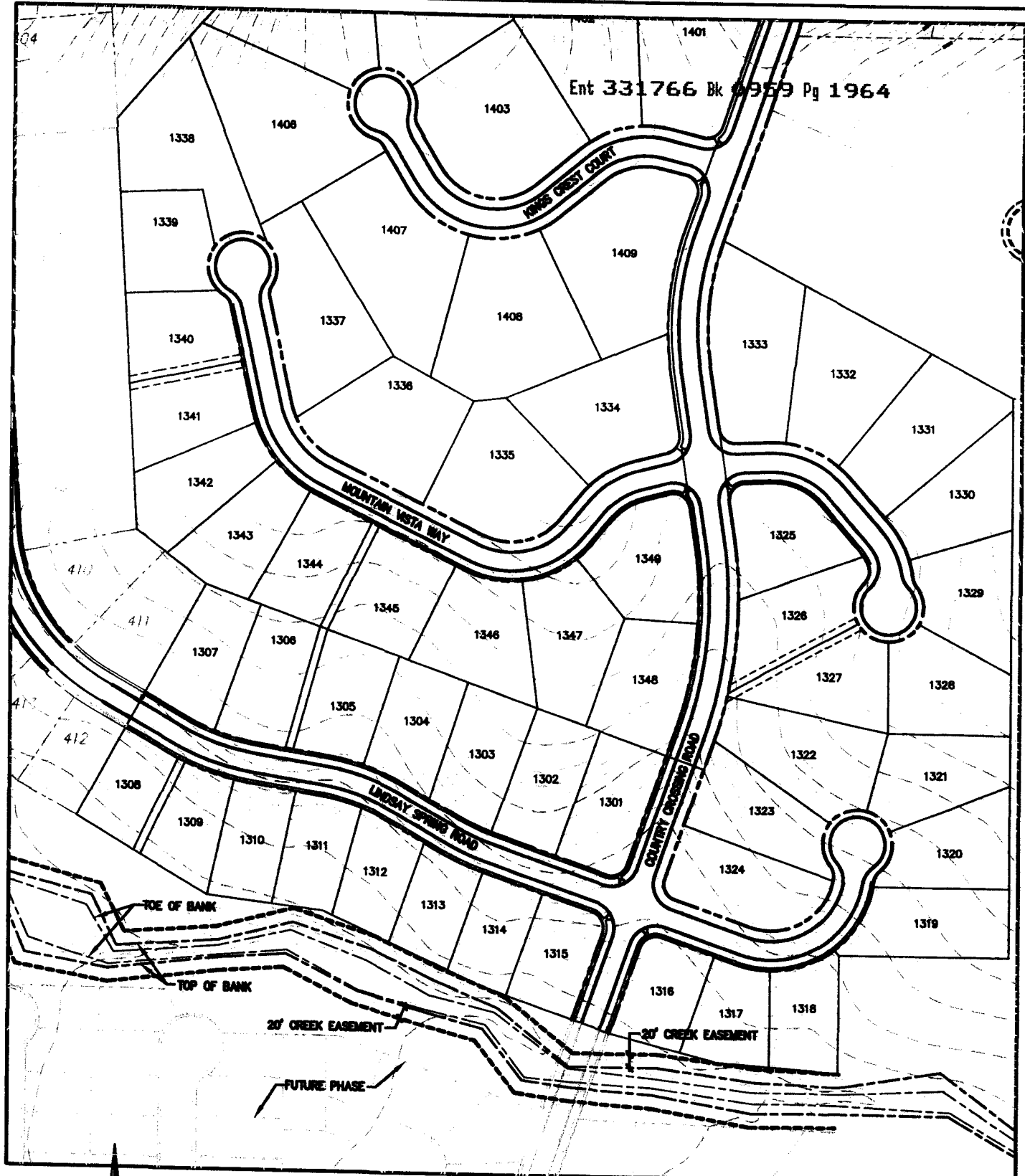
Notary Public



My Commission Expires:

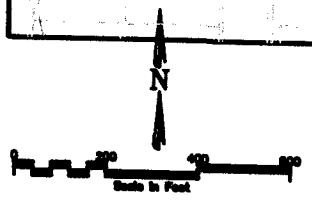
5/7/2010

Ent 331766 Bk 0959 Pg 1964



- LEGEND**
- ROAD RIGHT OF WAY
 - CREEK EASEMENT
 - - - - - TOP OF BANK
 - - - - - TOE OF BANK

- NOTES**
1. LAKE CREEK EASEMENT SHALL BE 20' IN WIDTH FROM THE TOP OF THE CREEK BANK.



P:\CROSSINGS\CAD\PHASE-14\CREEK-EASEMENT-EXHIBIT.DWG

Dominion
Engineering Associates, L.C.
5684 South Green Street
Murray, Utah 84123 801-713-3000

20' LAKE CREEK EASEMENT
THE CROSSINGS PHASE 14

DRAWN BY: MLP
DATE: 11-16-07
PROJECT ENGINEER: WPE

PROJECT NO. **1002**
SHEET NO. **EX-1**
FILE NAME: CREEK.ESEXHIBIT SCALE: 1"=200'

Legal Description for Area Surrounding the Lake Creek Channel Owned By:

TLC Investments Enterprises LLC

BEGINNING at a point on the South East corner of Lot 1318 of The Crossings at Lake Creek Phase 13 which is South $00^{\circ}03'35''$ West 3495.57 feet along the center of section line and East 1325.54 feet from the North Quarter Corner of Section 3, Township 4 South, Range 5 East, Salt Lake Base and Meridian; Thence West along the South boundary line of Phase 13 of The Crossings at Lake Creek the following six (6) calls: 1) North $85^{\circ}44'58''$ West 183.01 feet; 2) North $75^{\circ}29'43''$ West 168.48' feet; 3) North $70^{\circ}38'47''$ West 206.07 feet; 4) North $65^{\circ}42'42''$ West 261.49 feet; 5) North $83^{\circ}11'00''$ West 176.94 feet; 6) North $60^{\circ}00'17''$ West 229.46 feet; thence West 172.16 feet to center section line; thence South 230 feet; thence East 563 feet; thence South $61^{\circ}00'00''$ East 325 feet; thence south $85^{\circ}30'00''$ East 479.33 feet; thence North 57.82 to the Point of Beginning.