

**FIRST AMENDMENT TO DEVELOPMENT AGREEMENT**

THIS FIRST AMENDMENT TO DEVELOPMENT AGREEMENT is made and entered into as of the 14 day of May, 2011, by and between **WENTWORTH DEVELOPMENT, LLC** a Utah limited liability company, hereinafter referred to as "Developer", and **WASATCH COUNTY**, a political subdivision of the State of Utah, hereinafter referred to as "County."

**RECITALS:**

- A. Developer and County entered into the River Meadows Ranch Development Agreement ("Development Agreement") on November 16, 2007, which is recorded in the Wasatch County Recorder's Office as Entry 330468, Book Number 957, Page Numbers 1799-1841, related to the development of approximately 80 acres of land described in Exhibit A of the Development Agreement which is also described as the River Meadows Ranch Plat on file with the Wasatch County Recorder as Entry Number 330467, Book Number 957, Page Numbers 1779-1798.
- B. Section 5.1 of the Development Agreement allows for amendments and modifications of the Development Agreement by mutual written consent of both the Developer and County. This First Amendment shall serve as that written consent.

**NOW THEREFORE**, in consideration of the mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which being hereby acknowledged, the agreement to amend the Development Agreement is as follows:

**AGREEMENT**

1. Developer and County agree to change the required roof pitch on ridgeline lots (lots 22-31) from a 8:12 minimum to a 6:12 minimum in order to allow for homes that better match the slope of the existing hillside. Section 3.1 (Obligations of the Developer) item "b" (Conditions to Current Approvals) sub-section 11 (Lots 22-31 as ridgeline lots) sub-item "b" shall be amended as follows:

"b. Medium pitches of 6:12 to 12:12 are required on primary roofs."

2. All other terms and conditions of the Development Agreement shall remain unchanged.

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

WASATCH COUNTY:



Mike Davis  
Wasatch County Manager

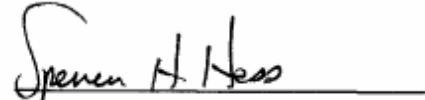


Attest:



Brent Titcomb  
Wasatch County Clerk Auditor

WENTWORTH DEVELOPMENT, LLC



Spencer Hess  
Title: MANAGER

STATE OF UTAH )  
                                  :SS  
COUNTY OF Salt Lake

The foregoing instrument was acknowledged before me this 17th day of May, 2011, by Spencer Hess, who executed the foregoing instrument in his capacity as the Manager of Wentworth Development, LLC.

  
NOTARY PUBLIC





WENTWORTH  
DEVELOPMENT

April 25, 2011

Dear River Meadows Ranch Owner,

Wentworth Development, LLC, Developer of River Meadows Ranch Subdivision, is amending the Development Agreement between Wentworth Development and Wasatch County relative to roof pitches on hillside lots that there may be consistency between the CCR's and the Development Agreement. A copy of that amendment is attached here for your reference. Please signify by your signature below that you acknowledge being notified of the change and consent to it.

Best Regards,

Tom Henriod  
Wentworth Development, LLC

Agreed and Accepted,

By:   
River Meadows Ranch Lot Owner

Date: 5/5/11

Printed Name: Tom Henriod

Lot Number: 1-39, excepting  
lots 4, 7, 9, 10, 21, 22

WENTWORTH DEVELOPMENT, LLC



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Best Regards,

Tom Henriod  
Wentworth Development, LLC

Agreed and Accepted,

By: William Byers Date: 5-5-2011  
River Meadows Ranch Lot Owner Date:  
Printed Name: William C BYERS Lot Number: 21



WENTWORTH  
DEVELOPMENT

April 25, 2011

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Best Regards,

Tom Henriod  
Wentworth Development, LLC

Agreed and Accepted,

Doug Haun

By:

2011.04.26 13:51:32 -03'00'

River Meadows Ranch Lot Owner

Date:

Douglas Haun

4

Printed Name:

Lot Number:



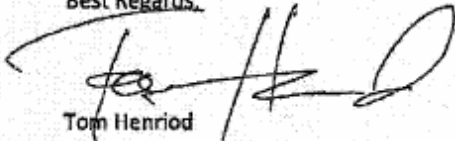
WENTWORTH  
DEVELOPMENT

April 25, 2011

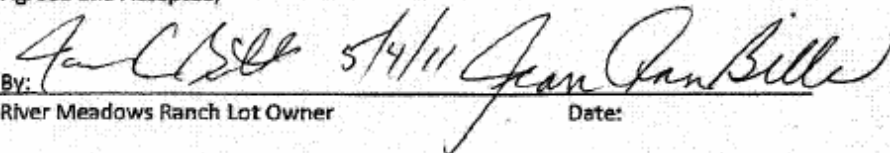
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Best Regards,

  
Tom Henriod  
Wentworth Development, LLC

Agreed and Accepted,

By:  5/4/11 Jean Ann Bills 5/4/11  
River Meadows Ranch Lot Owner Date:

Printed Name: JAMES C. BILLS Lot Number: 10  
JEAN ANN BILLS



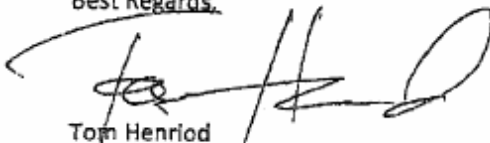
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April 25, 2011

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Best Regards,

  
Tom Henriod  
Wentworth Development, LLC

Agreed and Accepted,

  
BY: \_\_\_\_\_  
River Meadows Ranch Lot Owner

  
Date: \_\_\_\_\_

Printed Name: DR. WILLIAM COULSWELL Lot Number: 9



WENTWORTH  
DEVELOPMENT

April 25, 2011


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Best Regards,

Tom Henriod  
Wentworth Development, LLC

Agreed and Accepted,


 By: Dr. Badael Date: 5/8/11  
 River Meadows Ranch Lot Owner Date:  
 Printed Name: DR. BADAEL Lot Number: 7





WENTWORTH  
DEVELOPMENT

April 25, 2011

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Best Regards,

Tom Henriod  
Wentworth Development, LLC

Agreed and Accepted,

By:  \_\_\_\_\_  
River Meadows Ranch Lot Owner

4/25/11  
Date:

Printed Name: KENT MANN Lot Number: 22

BOUNDARY DESCRIPTION

BEGINNING AT THE SOUTHEAST CORNER SECTION 13, TOWNSHIP 3 SOUTH, RANGE 4 EAST, SALT LAKE BASE & MERIDIAN AND RUNNING THENCE AS FOLLOWS:

COURSE	DISTANCE	REMARKS
SOUTH 00°00'07" EAST	190.14'	
SOUTH 65°29'51" WEST	508.00'	
SOUTH 41°28'14" WEST	398.40'	
SOUTH 27°50'10" WEST	1272.40'	
NORTH	1555.94'	TO A POINT OF CURVATURE OF 693.61 FEET RADIUS CURVE TO THE RIGHT AND THENCE NORTHEASTERLY 174.44 FEET ALONG THE ARC OF THE CURVE, WHICH HAS A LONG CHORD BEARING NORTH 24°09'07" EAST TO A POINT OF CURVATURE OF 25.00 FEET RADIUS CURVE TO THE LEFT AND THENCE NORTHWESTERLY ALONG THE ARC OF THE CURVE, WHICH HAS A LONG CHORD BEARING NORTH 09°18'09" WEST TO A POINT OF CURVATURE OF 125.00 FEET RADIUS CURVE TO THE RIGHT AND THENCE NORTHWESTERLY 196.00 FEET ALONG THE ARC OF THE CURVE, WHICH HAS A LONG CHORD BEARING OF NORTH 05°02'26" WEST
NORTH 39°52'49" EAST	137.21'	TO A POINT OF CURVATURE OF 125.00 FEET RADIUS CURVE TO THE RIGHT AND THENCE NORTHEASTERLY 10.68 FEET ALONG THE ARC OF THE CURVE, WHICH HAS A LONG CHORD BEARING NORTH 42°19'39" EAST
NORTH 44°46'29" EAST	85.13'	TO A POINT OF CURVATURE OF 75.00 FEET RADIUS CURVE TO THE LEFT AND THENCE NORTHEASTERLY 58.61 FEET ALONG THE ARC OF THE CURVE, WHICH HAS A LONG CHORD BEARING NORTH 22°23'16" EAST
NORTH 00°00'02" EAST	186.94'	TO A POINT OF CURVATURE OF 125.00 FEET RADIUS CURVE TO THE RIGHT AND THENCE NORTHEASTERLY 131.32 FEET ALONG THE ARC OF THE CURVE, WHICH HAS A LONG CHORD BEARING NORTH 30°05'49" EAST
NORTH	452.48'	
WEST	295.10'	
NORTH 00°15'36" WEST	1567.89'	
EAST	924.00'	
SOUTH 16°21'00" WEST	487.70'	
SOUTH 11°03'00" EAST	727.50'	
SOUTH 35°52'55" EAST	498.56'	
SOUTH 31°09'53" WEST	110.17'	
SOUTH 52°10'00" WEST	127.02'	
SOUTH 07°54'00" EAST	40.00'	
NORTH 88°57'30" WEST	97.89'	
SOUTH 67°32'00" WEST	35.33'	
SOUTH 40°20'30" WEST	32.92'	
SOUTH 12°50'30" WEST	97.05'	
SOUTH 25°55'00" WEST	230.41'	
SOUTH 22°07'00" EAST	68.48'	TO THE NORTHERLY RIGHT OF WAY LINE OF RIVER ROAD
NORTH 57°39'00" EAST	356.79'	ALONG THE NORTHERLY RIGHT OF WAY LINE TO A POINT OF CURVATURE OF 533.73 FEET RADIUS CURVE TO THE LEFT AND THENCE NORTHEASTERLY 207.64 FEET ALONG THE ARC OF THE CURVE, WHICH HAS A LONG CHORD BEARING NORTH 46°30'16" EAST 206.33 FEET TO THE POINT OF TANGENCY
NORTH 35°21'30" EAST	108.77'	
SOUTH 00°00'07" EAST	862.17'	TO THE POINT OF BEGINNING.

BASIS OF BEARING = NORTH 89°00'23" EAST

AREA = 3,474,751 SQ FT OR 79.769 ACRES