

**WHEN RECORDED RETURN TO:**

Storied Deer Valley, LLC  
9785 North Tuhaye Park Drive  
Kamas, Utah 84036

Ent 511378 Bk 1387 Pg 683-689  
Date: 30-NOV-2021 1:55:51PM  
Fee: \$40.00 Check Filed By: AA  
MARCY M MURRAY, Recorder  
WASATCH COUNTY CORPORATION  
For: STORIED DEER VALLEY LLC

Tax Parcels Nos. 90-0000-3116, 90-0000-3235, 90-0000-3259, 00-0020-1757, 00-0020-1758, 00-0014-9745, 90-0000-3152, 90-0000-3149, \_\_\_\_\_

**SECOND AMENDMENT TO  
TUHAYE AMENDED AND RESTATED DEVELOPMENT AGREEMENT**

Storied Deer Valley, LLC / Wasatch County

This Second Amendment to Tuhaye Amended and Restated Development Agreement (this "**Second Amendment**") is entered into this 13 day of October, 2021, by and between Storied Deer Valley, LLC, a Delaware limited liability company (the "**Developer**"), and Wasatch County, a political subdivision of the state of Utah (the "**County**"). (The Developer and the County are referred to in this Second Amendment collectively as the "**Parties**.")

**Recitals:**

**WHEREAS**, Redus Park City, LLC, a Delaware limited liability company ("**Redus**"), and the County entered into the Tuhaye Amended and Restated Development Agreement, dated January 26, 2018 and recorded January 31, 2018 as Entry No. 447922 in Book 1214 at Page 1 of the Official Records (the "**Official Records**") of the Wasatch County Recorder, which was (i) assigned by Redus to the Developer pursuant to the Assignment and Assumption Agreement, dated January 29, 2018, entered into between Redus, as assignor, and the Developer, as assignee, notice of which was given by the Notice of Assignments dated January 29, 2018 and recorded January 31, 2018 as Entry No. 447947 in Book 1214 at Page 315 of the Official Records, and (ii) subsequently amended pursuant to the First Amendment to Tuhaye Amended and Restated Development Agreement (the "**First Amendment**"), dated June 7, 2018, entered into between the Parties, and recorded June 18, 2018 as Entry No. 452857 in Book 1225 at Page 1601 of the Official Records (as so assigned and amended, the "**Development Agreement**") (any term used in this Second Amendment that is capitalized but not defined shall have the same meaning as set forth in the Development Agreement);

**WHEREAS**, the Development Agreement (as amended as set forth above) covers the real property (the "**Existing Property**") set forth in Exhibit A of the First Amendment;

**WHEREAS**, the Parties desire to amend the Existing Property to also include the property (the "**Additional Property**") set forth in Exhibit A attached to this Second Amendment (the Existing Property and the Additional Property are referred to in this Second Amendment as the "**Property**");

**WHEREAS**, the Existing Property is vested under the Development Agreement and has received entitlements for 900 ERUs, and with the Additional Property, the Developer has proposed to spread out the development density on the Property;

**WHEREAS**, the Developer desires to modify the layout previously approved in the Amended Master Plan and the Preliminary Plat for the "Gateway Phase" (Painted Bluff), consisting of approximately 43 acres, and the "Westside Phase" (Dancing Sun) by adding the Additional Property thereto (the Gateway Phase and the Westside Phase are referred to in this Second Amendment as the "**Phases**" and individually as a "**Phase**");

**WHEREAS**, the County has determined that, provided the layout can be demonstrated to meet applicable law in review of the final plats, the addition of the Additional Property does not constitute a consequential change, inasmuch as:

(i) the Tuhaye development is already an established community with all main infrastructure installed and operating;

- (ii) the land comprising the Phases was annexed into the Tuhaye development at a later date than the original master plan;
- (iii) the Phases do not connect to each other by roads or infrastructure, and are independent of each other in all respects regarding their development;
- (iv) the development or non-development of either Phase will not affect the area in any other phases;
- (v) neither the main entrance nor the emergency entrance to either Phase relies on the other Phase for access;
- (vi) the infrastructure for each Phase does not rely on or connect to the other Phase, but instead connects separately to the main systems that already exist, with traffic circulation and utilities not part of a future phase, having been planned for as part of the Project Master Plan;
- (vii) unlike the Westside Phase, the Gateway Phase is outside the Tuhaye main gates and is accessed by a County road, with the Westside Phase accessed from North Uinta Drive, a private roadway; and
- (viii) the layout with the Additional Property will be very similar to the approved Master Plan and Preliminary Plan.

**Agreement:**

**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. Amendment.** Notwithstanding the provisions of Section 3.1(b)(7) of the Development Agreement to the contrary, under Section 16.27.10 of the Development Code, the Developer may submit an amended Preliminary Application for the Gateway Phase and the Westside Phase separately, with the Additional Property, without losing the Developer's vested rights.

**2. Additional Property.** The Additional Property is hereby added to Exhibit A of the Development Agreement, which shall thereby modify the Existing Property, and be in addition to the property already included in the Development Agreement.

**3. General Provisions.** In the event of any conflict between the provisions of the Development Agreement and the provisions of this Second Amendment, the provisions of this Second Amendment shall control. Except as set forth in this Second Amendment, the Development Agreement (which, by definition, includes all previous amendments) is ratified and affirmed in its entirety. This Second Amendment shall inure to the benefit of, and be binding on, the Parties and their respective successors and assigns. This Second Amendment shall be governed by, and construed and interpreted in accordance with, the laws (excluding the choice of laws rules) of the state of Utah. This Second Amendment may be executed in any number of duplicate originals or counterparts, each of which when so executed shall constitute in the aggregate but one and the same document. Each exhibit referred to in, and attached to, this Second Amendment is an integral part of this Second Amendment and is incorporated in this Second Amendment by this reference.

**4. Effectiveness.** Except as modified hereby, the Development Agreement shall remain in full force and effect on and after the effective date of this Second Amendment, and each reference in the Development Agreement to "this Agreement," "hereunder," "hereof," "herein" or words of like import shall mean and be a reference to the Development Agreement as amended by this Second Amendment.

~ Signature pages follow ~

WASATCH COUNTY:

Attest:

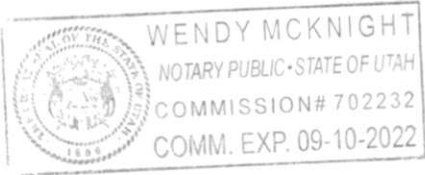
By: Dustin Grabau  
Dustin Grabau, Wasatch County Manager

Michelle W. Cook  
~~Wasatch County Clerk Auditor~~ Deputy Clerk

STATE OF UTAH                    )  
  ss:  
COUNTY OF WASATCH         )

The foregoing instrument was acknowledged before me this 29 day of November, 2021, by Dustin Grabau, who executed the foregoing instrument in his capacity as the Wasatch County Manager, and by Dustin Grabau, who executed the foregoing instrument in his or her capacity with the Wasatch County Clerk Auditor.

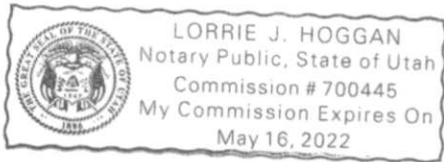
Wendy McKnight  
NOTARY PUBLIC  
Residing at: Wasatch



By: Mark Enderle  
Mark Enderle, Chief Executive Officer

STATE OF Utah )  
~~TENNESSEE~~ )  
COUNTY OF Wasatch )  
~~WILLIAMSON~~ )  
ss:

The foregoing instrument was acknowledged before me this 13<sup>th</sup> day of October, 2021, by Mark Enderle, who executed the foregoing instrument in his capacity as Chief Executive Officer of Storied Deer Valley, LLC.



Lorrie J. Hoggan  
NOTARY PUBLIC  
Residing at: Orley, Utah

**EXHIBIT A****Legal Description of Additional Property**Parcel 1 (Dancing Bear):

A parcel of land located in the Southwest quarter of Section 21, the Northwest quarter of Section 28 and the Northeast quarter of Section 29, all in Township 2 South, Range 5 East, Salt Lake Base and Meridian, said parcel being described as follows: Beginning at a point that is North 00°04'47" East 277.94 feet coincident with the section line and East 1623.87 feet from a brass cap monument at the Southwest corner of Section 21, Township 2 South, Range 5 East, Salt Lake Base and Meridian; and running thence South 85°51'23" East 521.36 feet; thence North 58°48'00" East 231.09 feet to the easterly end line of Nelson No. 4 mining claim, MS 6968 as shown on that certain ALTA/NSPS Land Title Survey, Tuhaye Properties, Filing No. 3084 in the Office of the Surveyor, Wasatch County, Utah, said Nelson No. 4 being in the Elkhorn mining district; thence coincident with the easterly end line of Nelson No. 4 South 22°50'00" East 150.00 feet to the easternmost corner of Nelson No. 4; thence coincident with the southerly sideline of Nelson No. 4 South 58°48'00" West 1500.00 feet to the southernmost corner of Nelson No. 4, said corner being common to the easternmost corner of Nelson No. Seven mining claim, MS 6968; thence coincident with the southerly sideline of Nelson No. Seven South 52°33'00" West 1500.00 feet to the southernmost corner of Nelson No. Seven; thence coincident with the westerly end line of Nelson No. Seven North 22°50'00" West 450.00 feet; thence North 55°40'30" East 900.00 feet; thence North 77°12'06" East 400.00 feet; thence North 10°18'44" East 321.19 feet to the easterly end line of Nelson No. Seven; thence North 58°27'25" East 800.00 feet to the point of beginning. The Basis of Bearing for the above description is North 00°04'47" East 2747.87 feet between the Southwest corner and the West quarter corner of Section 21, Township 2 South, Range 5 East, Salt Lake Base and Meridian. Description contains approximately 25.02 acres.

Parcel 2 (Ravine Parcel):

A parcel of land located in the Southwest quarter of Section 21, Township 2 South, Range 5 East, Salt Lake Base and Meridian, said parcel being described as follows: Beginning at a point that is North 00°04'47" East 1149.43 feet coincident with the section line and East 1614.07 feet from a brass cap monument at the Southwest corner of Section 21, Township 2 South, Range 5 East, Salt Lake Base and Meridian, said point also being on the northerly sideline of the Nelson mining claim MS 6968 as shown on that certain ALTA/NSPS Land Title Survey, Tuhaye Properties, Filing No. 3084 in the Office of the Surveyor, Wasatch County, Utah; and running thence coincident with the northerly sideline and the easterly end line of the Nelson mining claim MS 6968 the following two (2) courses: 1) North 58°48'00" East 366.90 feet; thence 2) South 22°50'00" East 400.00 feet; thence South 88°57'22" West 395.07 feet; thence North 21°43'46" West 200.00 feet to the point of beginning. The Basis of Bearing for the above description is North 00°04'47" East 2747.87 feet between the southwest corner and the west quarter corner of Section 21, Township 2 South, Range 5 East, Salt Lake Base and Meridian. Description contains approximately 2.52 acres.

Parcel 3 (Phase 7 Land):

A PARCEL OF LAND LOCATED IN SECTION 28 AND THE EAST HALF SECTION 29, TOWNSHIP 2 SOUTH, RANGE 5 EAST, SALT LAKE BASE AND MERIDIAN, WASATCH COUNTY, UTAH: BEGINNING AT A POINT S00°16'05"E 18.90 FEET AND N90°00'00"E 595.79 FEET FROM THE CENTER QUARTER CORNER OF SAID SECTION 28 AND RUNNING THENCE S00°03'22"E 602.50 FEET; THENCE S84°47'23"W 1500.07 FEET; THENCE S00°01'23"E 604.06 FEET; THENCE S84°40'59"W 3461.83 FEET TO THE EASTERLY BOUNDARY LINE OF THE UNITED STATES GOVERNMENT, AS SURVEYED BY THE BUREAU OF LAND MANAGEMENT, DATED JUNE 16, 1999; THENCE ALONG SAID EASTERLY BOUNDARY LINE THE FOLLOWING

TWO COURSES: 1) N00°06'02"W 2349.92 FEET; 2) N89°25'51"E 1070.76 FEET; THENCE S22°47'00"E 442.58 FEET; THENCE N57°34'53"E 619.84 FEET; THENCE S22°41'27"E 607.14 FEET; N52°27'16"E 1497.70 FEET; THENCE S23°10'58"E 607.96 FEET; THENCE N58°47'53"E 44.55 FEET; THENCE N20°47'16"E 248.32 FEET; THENCE ALONG A NON-TANGENT CURVE TO THE LEFT, HAVING A RADIUS OF 52.00 FEET, A DISTANCE OF 70.00 FEET, A CHORD DIRECTION OF S82°38'15"E AND A CHORD DISTANCE OF 64.83 FEET; THENCE S31°12'07"E 112.50 FEET; THENCE N58°47'53"E 1209.83 FEET; THENCE N58°47'25"E 1102.79 FEET; THENCE S00°15'18"W 703.83 FEET; THENCE S58°48'28"W 2263.16 FEET; THENCE N84°47'23"E 1235.14 FEET TO THE POINT OF BEGINNING. CONTAINS APPROXIMATELY 219.57 ACRES IN AREA.

Parcel 4 (Park Premier North 1):

A PARCEL OF LAND LOCATED IN THE SOUTHEAST QUARTER OF SECTION 20, TOWNSHIP 2 SOUTH, RANGE 5 EAST, SALT LAKE BASE AND MERIDIAN, WASATCH COUNTY, UTAH, MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT A POINT S88°31'45"W ALONG THE QUARTER SECTION LINE 1358.26 FEET FROM THE EAST QUARTER CORNER OF SECTION 20, TOWNSHIP 5 SOUTH, RANGE 2 EAST, SALT LAKE BASE AND MERIDIAN, AND RUNNING THENCE S50°31'36"W 456.02 FEET TO A POINT ON THE EASTERLY BOUNDARY LINE OF THE JORDANELLE RESERVOIR RECREATION AREA; THENCE ALONG THE EASTERLY BOUNDARY LINE OF SAID RECREATION AREA THE FOLLOWING TWO (2) COURSES: 1) N22°50'15"W 301.54 FEET, AND 2) N88°32'03"E 469.20 FEET TO THE POINT OF BEGINNING. CONTAINS APPROXIMATELY 1.51 ACRES IN AREA.

Parcel 5 (Park Premier North 2):

A PARCEL OF LAND LOCATED IN THE SOUTHEAST QUARTER OF SECTION 20, AND THE SOUTHWEST QUARTER OF SECTION 21, TOWNSHIP 2 SOUTH, RANGE 5 EAST, SALT LAKE BASE AND MERIDIAN, WASATCH COUNTY, UTAH, MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT A POINT S89°19'04"E ALONG THE QUARTER SECTION LINE 764.16 FEET FROM THE WEST QUARTER CORNER OF SECTION 21, TOWNSHIP 5 SOUTH, RANGE 2 EAST, SALT LAKE BASE AND MERIDIAN, AND RUNNING THENCE S89°19'04"E 576.02 FEET; THENCE S22°41'16"E 297.47 FEET; THENCE S58°46'27"W 1499.68 FEET; THENCE S51°39'08"W 1331.70 FEET; THENCE N08°38'52"W 671.80 FEET; THENCE N51°39'08"E 1331.70 FEET; THENCE S08°38'52"E 23.04 FEET; THENCE N58°48'08"E 805.78 FEET TO THE POINT OF BEGINNING. CONTAINS APPROXIMATELY 35.49 ACRES IN AREA.

Parcel 6 (Park Premier North 3):

A PARCEL OF LAND LOCATED IN THE SOUTHEAST QUARTER OF SECTION 21, TOWNSHIP 2 SOUTH, RANGE 5 EAST, SALT LAKE BASE AND MERIDIAN, WASATCH COUNTY, UTAH, MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT A POINT S89°19'04"E ALONG THE QUARTER SECTION LINE 4042.14 FEET AND S00°09'55"E 778.69 FEET FROM THE WEST QUARTER CORNER OF SECTION 21, TOWNSHIP 5 SOUTH, RANGE 2 EAST, SALT LAKE BASE AND MERIDIAN, AND RUNNING THENCE S00°09'55"E 697.90 FEET; THENCE S58°54'15"W 429.84 FEET; THENCE N22°48'27"W 603.68 FEET; THENCE N58°48'00"E 701.53 FEET TO THE POINT OF BEGINNING. CONTAINS APPROXIMATELY 7.76 ACRES IN AREA.

Parcel 7 (Park Premier South):

A PARCEL OF LAND LOCATED IN THE SOUTH HALF OF SECTION 28, TOWNSHIP 2 SOUTH, RANGE 5 EAST, SALT LAKE BASE AND MERIDIAN, WASATCH COUNTY, UTAH, MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE INTERSECTION OF

THE SOUTH LINE OF THE SOUTHEAST QUARTER OF SECTION 28, TOWNSHIP 2 SOUTH, RANGE 5 EAST, SALT LAKE BASE AND MERIDIAN, AND THE EASTERLY LINE OF EAST VICTORY NO. 13, PATENTED MINING CLAIM, M.S. 7028, WHICH POINT IS S89°54'00"W 522.27 FEET FROM THE SOUTHEAST CORNER OF SAID SECTION 28, WHICH POINT IS ALSO A SOUTHWESTERLY CORNER OF TUHAYE LONE PEAK SUBDIVISION, ENTRY NUMBER 466456, RECORDED IN THE WASATCH COUNTY RECORDER'S OFFICE; THENCE ALONG THE SOUTH LINE OF SAID SOUTHEAST QUARTER OF SECTION 28 S89°54'00"W 2082.96 FEET TO THE SOUTH QUARTER CORNER OF SAID SECTION 28; THENCE ALONG THE SOUTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 28 N89°56'40"W 906.53 FEET TO THE INTERSECTION OF THE SOUTH LINE OF SAID SOUTHWEST QUARTER AND THE WESTERLY LINE OF GEORGE W. SNYDER NO. 62, PATENTED MINING CLAIM, M.S. 7028; THENCE ALONG THE WESTERLY LINE OF SAID GEORGE W. SNYDER NO. 62 AND CONTINUING ALONG THE WESTERLY LINE OF GEORGE W. SNYDER NO. 63, PATENTED MINING CLAIM, M.S. 7028, N00°07'41"W 694.65 FEET TO THE NORTHWEST CORNER OF SAID GEORGE W. SNYDER NO. 63; THENCE ALONG THE NORTHERLY LINE OF SAID GEORGE W. SNYDER NO. 63 N84°37'57"E 908.41 FEET TO THE WESTERLY BOUNDARY OF SAID TUHAYE LONE PEAK SUBDIVISION; THENCE ALONG THE WESTERLY BOUNDARY LINE OF SAID TUHAYE LONE PEAK SUBDIVISION THE FOLLOWING FOUR (4) COURSES: 1) N84°37'57"E 591.59 FEET, 2) S00°07'41"E 602.96 FEET, 3) N84°45'55"E 1501.48 FEET, 4) S00°10'00"E 366.24 FEET TO THE POINT OF BEGINNING. CONTAINS APPROXIMATELY 36.51 ACRES IN AREA.