

FIRST AMENDMENT TO SAGE HEN HOLLOWES
DEVELOPMENT AGREEMENT

This First Amendment to Sage Hen Hollowes Project Development Agreement is entered into this 10 day of ~~DECEMBER~~ 2021, by and between Hamlet Development Corporation and Wasatch County (collectively, the "*Parties*").

WHEREAS, the Parties entered into the Sage Hen Hollowes Project Development Agreement (the "DA") on June 30, 2021, which is recorded as Entry # 503848 in the recorder's office of Wasatch County;

WHEREAS, the legal description of the Property from the DA is attached as Exhibit A to facilitate recording this First Amendment.

WHEREAS, shortly after entering the DA, the parties recognized that certain terms in the DA were not helpful for the practical application of the agreement; and

WHEREAS, the Developer has paved Dotterel Circle and desires to start construction on residences on the west portion of Dotterel Circle prior to completing all required Project Improvements; and

WHEREAS, the Parties have agreed to revise and amend certain terms in the DA.

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:

AGREEMENT

A. Amendment to Section 3.1(b)(7): Because the entire project is being approved and built as one Phase, and all Project Improvements will be treated as Phase Project Improvements, Section 3.7(b)(7) of the DA shall be entirely removed and replaced with the following language:

Reserved.

B. Amendment to Section 3.1(b)(8) of the DA. Section 3.1(b)(8) of the DA shall be entirely removed and replaced with the following language:

(8) Construction or Dedication of Project Phase Improvements Project improvements associated with an individual Phase or Subdivision of the Project, as determined in the County's sole discretion, ("Phase Project Improvements") shall be applied for as part of the Final Application for that Phase. Phase Project Improvements include: (i) all roads and other improvements within the road rights-of-way within the Subdivision, sidewalks, curb, gutter, street lighting, signage, and wet and dry utilities within such rights-of-way, within or directly adjacent to the perimeter or boundary of all Subdivisions; (ii) all emergency and secondary access to the Subdivision as set forth in the Project Preliminary Plan; (iv) utility services within or adjacent to the perimeter or boundary of all

Subdivisions; (vi) dedication and construction of trails shown on the Trail Plan, including within or adjacent to perimeter or boundary of all Subdivisions; (vii) dedication of Open Space associated with a Subdivision; (viii) landscaping in areas inside of Subdivisions; and (ix) all other improvements or dedications that are required within the Subdivision or adjacent to the Subdivision required by the Development Code. Developer will complete Phase Project Improvements in two parts; Project Improvements required on or adjacent to Dotterel Circle and supporting those lots served by Dotterel Circle, and all other Phase Project Improvements. Phase Project Improvements on or adjacent to Dotterel Circle and those lots served by Dotterel Circle shall be required to be inspected and accepted by the County in writing prior to the issuance of any building permit for lots 12-41, except sidewalks on Dotterel Circle. On Dotterel Circle, sidewalks shall be required to be built on a lot with building permits, and completed prior to certificate of occupancy for lots 12-18 and 41-36, and for lots 19-35, no building permits shall be issued until all sidewalks adjacent to Dotterel Circle are completed. Notwithstanding anything else in this Section 3.1(b)(8), all Phase Project Improvements shall be required to be inspected and accepted by the County in writing prior to the issuance of any building permit for lots 1-11. Issuance of a building permit does not waive any improvement requirements.

C. Amendment to the table in Section 3.1(b)(9) of the DA. The table in Section 3.1(b)(9) of the DA shall be entirely removed and replaced with the following language:

RECREATIONAL FACILITY	DATE OF SUBSTANTIAL COMPLETION
PUBLIC TRAILS	PRIOR TO ISSUANCE OF 50% of BUILDING PERMITS, <u>or prior to building permits being issued on lots 1-12, whichever is first.</u>
Neighborhood Trail	Prior to the issuance of 50% building permits
Soft Surface Multi-Use Trail	Prior to the issuance of 50% building permits
Soft Surface Equestrian Trail	Prior to the issuance of 50% building permits
Central Community Open Space	Prior to the issuance of 50% building permits

D. Effectiveness. Except as modified hereby, the DA shall remain in full force and effect. On or after the effective date of this First Amendment, each reference in the DA to “this

Agreement," "hereunder," "hereof," "herein" or words of like import shall mean and be a reference to the DA as amended by this First Amendment.

~ Signature pages follow ~

Exhibit A

PROJECT DEVELOPMENT AGREEMENT - PROPERTY
[Legal Description of Property]

AS SURVEYED BOUNDARY DESCRIPTION

A PARCEL OF LAND BEING A PART OF THE SOUTH HALF OF SECTION 13, TOWNSHIP 2 SOUTH, RANGE 4 EAST, SALT LAKE BASE AND MERIDIAN, WASATCH COUNTY, UTAH. THE BOUNDARY OF SAID PARCEL OF LAND IS DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE EASTERLY RIGHT OF WAY LINE OF JORDANELLE PARKWAY AS RECORDED AS ENTRY NUMBER 447875, WASATCH COUNTY RECORDER; SAID POINT OF BEGINNING BEING N87°04'35"E 1518.40 FEET ALONG THE SOUTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION AND N00°00'00"E 1573.91 FEET; AND RUNNING THENCE ALONG SAID EASTERLY RIGHT OF WAY LINE THE FOLLOWING FIVE COURSES: 1) ALONG A NON-TANGENT CURVE TO THE LEFT, HAVING A RADIUS OF 537.50 FEET, A DISTANCE OF 75.79 FEET, A CHORD DIRECTION OF N13°46'17"E AND A CHORD DISTANCE OF 75.73 FEET; 2) N09°43'55"E 46.96 FEET; 3) ALONG A CURVE TO THE RIGHT, HAVING A RADIUS OF 2462.50 FEET, A DISTANCE OF 423.45 FEET, A CHORD DIRECTION OF N14°39'29"E AND A CHORD DISTANCE OF 422.93 FEET; 4) N19°35'04"E 442.52 FEET; 5) ALONG A CURVE TO THE RIGHT, HAVING A RADIUS OF 962.50 FEET, A DISTANCE OF 31.17 FEET, A CHORD DIRECTION OF N20°30'44"E AND A CHORD DISTANCE OF 31.17 FEET; THENCE LEAVING SAID EASTERLY RIGHT OF WAY S60°48'21"E 1813.34 FEET; THENCE S29°11'39"W 457.45 FEET; THENCE S60°48'21"E 0.67 FEET; THENCE S29°11'39"W 465.00 FEET; THENCE N60°48'21"W 938.21 FEET; THENCE N67°01'12"W 659.16 FEET TO THE POINT OF BEGINNING.

CONTAINS 37.16 ACRES IN AREA

Parcel numbers 07-1337 and 07-1394