

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

Phase 7B/8B

This Fourth Addendum ("Fourth Addendum") to The Crossings at Lake Creek Development Agreement for Phases 2, 3, 5, 7A, 8A, 7B, 8B, 9, 10, and 12 is entered into this 17 day of February 2022 (the "Effective Date"), by and between The Crossings 78B, LLC the successor of TLC Investments, LLC the successor to the Crossings at Lake Creek X, LLC, Utah limited liability company (hereafter called "Developer") and Wasatch County (collectively, the "Parties").

WHEREAS, The Crossings 78B, LLC ("78B") is the record owner and the successor in interest to the Crossings at Lake Creek X, with respect to development of that certain real property located in Wasatch County, Utah known as Phase 7B and 8B of The Crossings at Lake Creek (the "Phase 7B/8B");

WHEREAS, the Crossings at Lake Creek X, LLC ("Crossings X LLC") and Wasatch County entered into the Crossings at Lake Creek Development Agreement for Phases 2, 3, 5, 7A, 8A, 7B, 8B, 9, 10, and 12 (the "DA") on March 20, 2007, which was recorded on March 23, 2007 as Entry No. 317575 in the recorder's office of Wasatch County;

WHEREAS, as a successor in interest to the Crossings X LLC, 78B, is a Developer under the DA with respect to rights and obligations for Phase 7B/8B (see DA Section 2: Definitions – Developer);

WHEREAS, the legal description of the property subject to this Fourth Addendum is attached as Exhibit Ad4-A (the "Subject Property");

WHEREAS, the Crossings at Lake Creek X, LLC and Wasatch County entered into a First Addendum to the Crossings At Lake Creek Development Agreement for Phases 2, 3, 5, 7A, 8A, 7B, 8B, 9, 10, and 12 ("First Addendum") on March 20, 2007, which was recorded on March 23, 2007 as Entry No. 317574 in the recorder's office of Wasatch County;

WHEREAS, Recital F of the First Addendum states, "The terms of this addendum only apply to phases 7A and 8A;"

WHEREAS, Ivory Land Corporation ("Ivory") and Wasatch County have negotiated a Second Addendum to the Crossings At Lake Creek Development Agreement for Phases 2, 3, 5,

7A, 8A, 7B, 8B, 9, 10, and 12 ("Second Addendum"), which was recorded on August 3, 2021 as Entry No. 504975 in the recorder's office of Wasatch County;

WHEREAS, The Second Addendum states, "the terms of this Second Addendum only apply to Phase 10;"

WHEREAS, The Crossings at Lake Creek II, LLC ("II") and Wasatch County have negotiated a Third Addendum to the Crossings At Lake Creek Development Agreement for Phases 2, 3, 5, 7A, 8A, 7B, 8B, 9, 10, and 12 ("Third Addendum"), which it is anticipated will be recorded after final approval of Phase 2A;

WHEREAS, The most recent draft of the Third Addendum states, "the terms of this Third Addendum only apply to Phase 2A";

WHEREAS, Section 3.1(b)(5) of the DA provides that an addendum shall be made which shall provide a list of the recreational facilities within Phase 7B/8B, along with renderings to be signed and approved by the County. Said addendum shall include an agreed upon completion date for each recreation facility;

WHEREAS, Section 3.1(b)(4) of the DA provides that landscaping, irrigation lines, and recreation facilities, are not required improvements under 16.27.19 (2004) for Phase 7B/8B and therefore are not required to be inspected and accepted by the County prior to the issuance of any building permit, including permits for single family dwellings, within the phase, but pursuant to 16.27.20 (2004), and subject to the terms of the DA Section 3.1(b)(6), the Open Space and Facilities as defined below, must be bonded for or completed prior to the Phase 7B/8B final plat being recorded;

WHEREAS, the only recreational facilities contained within the Subject Property are asphalt trails and open space;

WHEREAS, subsequent to the DA, the Parties recognized that certain terms in the DA were not helpful for the practical application of the agreement and development of the Subject Property;

WHEREAS, the Parties have agreed to revise and amend certain terms in the DA to facilitate development of the Subject Property;

WHEREAS, the terms of this Fourth Addendum only apply to Phase 7B/8B;

WHEREAS, the DA provides that the Parties may amend the DA, and that no Addendum or modification to the DA shall require the consent or approval of any person or entity having any interest in any specific lot, unit or other portion of the Project;

WHEREAS, the Parties desire to clarify and affirm certain terms in the DA regarding common area maintenance obligations and architectural review and covenant enforcement obligations for the Subject Property; and

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. Open Space and Common Facilities for the Project. Sections 3.1(b)(4) & (5) of the DA require construction and provision for maintenance of project improvements, landscaping, and recreational facilities, and contemplates addendums to the DA showing the renderings, and the completion date for some of these. In fulfillment of this requirement, this Phase 7B/8B of the Project includes open space, common area and common facilities and other improvements, including, specifically:

- Publicly Accessible Trails subject to reasonable rules and regulations established by the HOA
- Open Space and Common Facilities, including landscaping improvements where applicable.

The above listed improvements, collectively, the “Open Space and Facilities,” shall be constructed to conform with the renderings attached as Exhibit Ad4-C to this Fourth Addendum. Parcel M, N, and O, which are also shown on Exhibit Ad4-B, shall, once completed, be dedicated to The Crossings at Lake Creek Homeowners Association (the “HOA”) or its successor as open space. These Open Spaces and Facilities will be maintained by the HOA, or its successor. Approval by the County is no longer required to dedicate or transfer deed or maintenance obligation from Developer to the HOA for all Open Space, Common Area and Facilities for the Project.

Developer shall complete construction of the Open Space and Facilities, consistent with the DA and applicable Wasatch County Code prior to the earlier of eighteen (18) months or the issuance of fifty percent (50%) of building permits for construction of the Units in Phase 7B and 8B of the Project.

Additionally, all final plats for the Project shall include open space as shown in Exhibit Ad4-B to this Fourth Addendum, which shall be dedicated as Open Space to the HOA, to be maintained by the HOA, and shall include an open space preservation easement granted to Wasatch County, restricting any development on said open space except as approved by the Wasatch County legislative body, including the final plat (parcel M, N, and O) as set forth in the DA. The intent is

to keep all Open Space and Facilities as private property, owned and maintained by the HOA with the only exception being a public access easement for the publicly accessible trails, nonetheless, all Open Space and Facilities including the trails will be subject to the reasonable rules and regulations of the HOA.

B. Construction Information/ Restrictions and Landscape Plan. Pursuant to the portion of Section 3.1(b)(5) of the DA under the heading Construction Information/ Restrictions and Landscape Plan, Developer has submitted a trail and landscape plan which is accepted by the County for Phase 7B/8B, which is attached as Exhibit Ad4-C to this Fourth Addendum.

C. Amendment to Section 12 of DA. Section 12 of the DA governing notice to the Developer for the Phases 7B and 8B shall be amended to replace Crossings at Lake Creek X, LLC with the following:

The Crossings 78B, LLC
Attn: Tracey Cannon
124 S. 600 E. #300
Salt Lake City, UT 84102

With Copies to:


Cannon Law Group
Attn: Cole Cannon
124 S. 600 S. #200
Salt Lake City, UT 84102

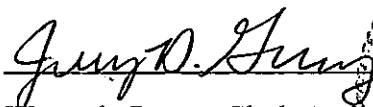
D. Effectiveness. Except as modified hereby, the DA shall remain in full force and effect on or after the effective date of this Fourth Addendum, each reference in the DA to “this Agreement,” “hereunder,” “hereof,” “herein” or words of like import shall mean and be a reference to the DA as amended by this Fourth Addendum. To the extent of a conflict between this Fourth Addendum and the DA, this addendum shall prevail.

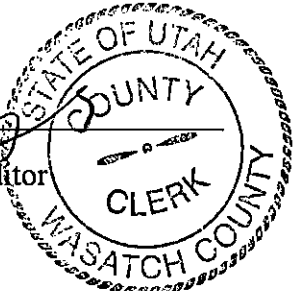
~ Signature pages follow ~

WASATCH COUNTY:

Attest:

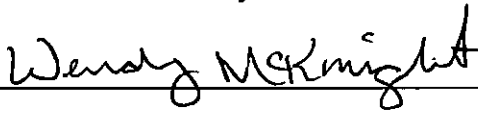
By: 
Dustin Grabau, Wasatch County Manager

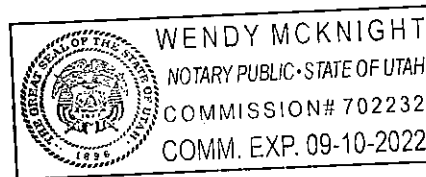

Wasatch County Clerk Auditor



STATE OF UTAH)
 ss:
COUNTY OF WASATCH)

The foregoing instrument was acknowledged before me this 17 day of February, 2022, 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 their capacity as the Wasatch County Clerk Auditor.


NOTARY PUBLIC
Residing at: Wasatch



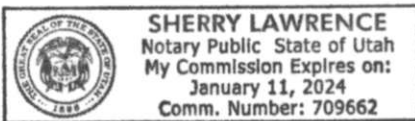
The Crossings 78B, LLC as successor of The Crossings at Lake Creek X, LLC

By: Tracey M. Cannon
Tracey Cannon

Its: Manager

STATE OF UTAH)
 ss:
COUNTY OF WASATCH)

The foregoing instrument was acknowledged before me this 26th day of January, 2022, by Tracey Cannon, who executed the foregoing instrument in her capacity as General Manager for The Crossings 78B, LLC.



Sherry Lawrence
NOTARY PUBLIC
Residing at: Wasatch County

EXHIBIT Ad4-A

**LEGAL DESCRIPTION
PREPARED FOR
CROSSINGS AT LAKE CREEK PHASE 7B and 8B
HEBER CITY, UTAH
(Revised June 10, 2021)**

BOUNDARY DESCRIPTION

A portion of the SW1/4 of Section 3, Township 4 South, Range 5 East, Salt Lake Base and Meridian, more particularly described as follows:

Beginning at a point on the Westerly line of THE CROSSINGS AT LAKE CREEK PHASES 7A AND 8A, according to the Official Plat thereof recorded March 23, 2007 as Entry No. 317573 in Book 935 at Page 1360 of the Official Records of Wasatch County, located S89°48'35"W along the Section line 1,697.61 feet and South 4,721.24 feet from the North 1/4 Corner of Section 3, T4S, R5E, SLB&M; thence along said plat the following thirteen (13) courses: 1) S00°11'20"W 74.96 feet; 2) along the arc of a curve to the right having a radius of 25.00 a distance of 39.28 feet through a central angle of 90°00'54" Chord: S45°11'20"W 35.36 feet; 3) S00°11'20"W 60.00 feet; 4) Southeasterly along the arc of a non-tangent curve to the right having a radius of 25.00 feet (radius bears: S00°10'53"W) a distance of 39.28 feet through a central angle of 90°00'54" Chord: S44°48'40"E 35.36 feet; 5) S00°11'20"W 150.00 feet; 6) along the arc of a curve to the right having a radius of 25.00 feet a distance of 39.28 feet through a central angle of 90°00'54" Chord: S45°11'20"W 35.36 feet; 7) S04°57'09"W 60.22 feet; 8) thence Southeasterly along the arc of a non-tangent curve to the right having a radius of 25.00 feet (radius bears: S00°10'50"W) a distance of 39.27 feet through a central angle of 89°59'53" Chord: S44°49'13"E 35.36 feet; 9) S00°11'20"W 77.42 feet; 10) S80°46'43"W 95.28 feet; 11) N89°49'30"W 318.23 feet; 12) along the arc of a curve to the right having a radius of 174.96 a distance of 18.25 feet through a central angle of 05°58'33" Chord: S00°20'37"E 18.24 feet; 13) S02°38'40"W 14.49' to the Northerly right-of-way line of 1200 South Street; thence along said right-of-way N89°49'30"W 39.97 feet to the centerline of a canal; thence Northerly along the centerline of a canal the following eleven (11) courses: 1) N02°38'40"E 16.19'; 2) along the arc of a curve to the left having a radius of 134.96 feet a distance of 37.91 feet through a central angle of 16°05'39" Chord: N05°24'09"W 37.79 feet; 3) N13°26'59"W 153.35 feet; 4) Northerly along the arc of a non-tangent curve to the right having a radius of 132.34 feet (radius bears: N76°33'09"E) a distance of 71.63 feet through a central angle of 31°00'42" Chord: N02°03'30"E 70.76 feet; 5) N17°33'51"E 265.99 feet; 6) along the arc of a curve to the right with a radius of 746.37 feet a distance of 77.23 feet through a central angle of 05°55'43" Chord: N20°31'42"E 77.20 feet; 7) N23°29'34"E 79.90 feet; 8) Northerly along the arc of a non-tangent curve to the left having a radius of 89.40 feet (radius bears: N66°30'19"W) a distance of 64.60 feet through a central angle of 41°24'06" Chord: N02°47'38"E 63.20 feet; 9) N17°54'25"W 162.12 feet; 10) Northerly along the arc of a non-tangent curve to the right having a radius of 292.30 feet (radius bears: N72°05'34"E) a distance of 143.39 feet through a central angle of 28°06'25" Chord: N03°51'13"W 141.96 feet; 11) N10°12'01"E 257.54 feet to the Southerly line of that Real Property described in Deed Entry No. 417564 of the Official Records of Wasatch County; thence N89°59'59"E along said deed 40.63 feet to the Westerly line of that Real Property described in Deed Entry No. 395906 of the Official Records of Wasatch County; thence along said deed the following eight (8) courses: 1) S10°11'51"W 264.73 feet; 2) Southerly along the arc of a non-tangent curve to the left having a radius of 252.30 feet (radius bears: S79°48'01"E) a distance of 123.77 feet through a central angle of 28°06'25" Chord: S03°51'13"E 122.53 feet; 3) S17°54'25"E 162.12 feet; 4) along the arc of a curve to the right with a radius of 129.40 feet a distance of 93.50 feet through a central angle of 41°24'06" Chord: S02°47'38"W 91.48 feet; 5) S23°29'34"W 26.56 feet; 6) S66°30'26"E 138.35 feet; 7) S82°48'03"E 60.79 feet; 8) S89°48'40"E 142.99 feet to the point of beginning.

Contains: 6.44 acres+/-

OPEN SPACE – PARCEL M

As defined on the plat (Exhibit Ad4-B)

Contains: 1.24 acres+/-

OPEN SPACE – PARCEL N

As defined on the plat (Exhibit Ad4-B)

Contains: 0.01 acres+/-

OPEN SPACE – PARCEL O

As defined on the plat (Exhibit Ad4-B)

Contains: 0.01 acres+/-

