

Ent 516003 Bk 1399 P1 1678-1687
Date: 03-MAR-2022 12:51:22PM
Fee: \$40.00 Check Filed By: HP
MARCY M MURRAY, Recorder
WASATCH COUNTY CORPORATION
For: THE CROSSINGS AT LAKE CREEK II
LLC

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

Phase 2A

This Third Addendum ("Third 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 28 day of February 2022 (the "Effective Date"), by and between The Crossings at Lake Creek II, 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 at Lake Creek II, LLC ("II") 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 2A of The Crossings at Lake Creek (the "Phase 2A");

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, II, is a Developer under the DA with respect to rights and obligations for Phase 2A (see DA Section 2: Definitions – Developer);

WHEREAS, the legal description of the property subject to this Third Addendum is attached as Exhibit Ad3-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, 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 2A, 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 2A 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 2A final plat being recorded;

WHEREAS, there are no open space, common areas or recreational facilities contained within the Subject Property;

WHEREAS, Lot 201-A land use will be restricted to a religious or community meetinghouse with associated parking and activity spaces such as sports fields, indoor or outdoor sports courts, parking and general meeting spaces. This use will be subject to a conditional use permit from Wasatch County.

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 Third Addendum only apply to the Subject Property;

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 2A of the Project includes open space, common area and common facilities and other improvements, including, specifically:

- Not applicable for this phase. All future trails, sidewalks, street lighting and landscaping will be completed when the adjacent future phases are built. Landscaping the Old Farm Road and Cottage Lake Road Right of Way (“ROW”) is addressed below.

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 2A, which is attached as Exhibit Ad3-C to this Third Addendum. The time limits for landscaping and the sidewalk improvements adjacent to Old Farm Road, included in the Subject Property, is addressed in the Phase 2B Development Agreement – Addendum 5, Section A for the Subject Property. For additional phases adjacent to Old Farm Road and Cottage Lake Road, landscaping, sidewalk, and trails will be completed by the Developer in the same manner as other Developer landscaping, sidewalk, trails or infrastructure improvements in the phase being constructed.

C. Amendment to Section 12 of DA. Section 12 of the DA governing notice to the Developer for the Phases 2A shall be amended to replace Crossings at Lake Creek X, LLC with the following:

The Crossings at Lake Creek II, 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 Third 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 Third Addendum. To the extent of a conflict between this Third Addendum and the DA, this addendum shall prevail.

~ Signature pages follow ~

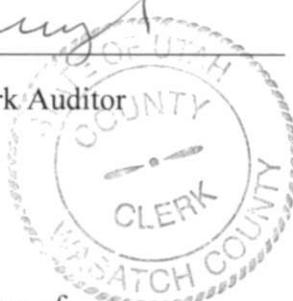
WASATCH COUNTY:

By: Dustin Grabau

Dustin Grabau, Wasatch County Manager
STATE OF UTAH)
ss:
COUNTY OF WASATCH)

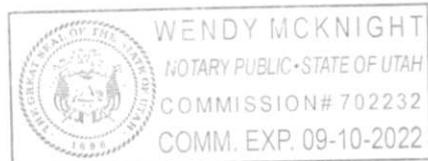
Attest:

Joey D. Granger
, Wasatch County Clerk Auditor



The foregoing instrument was acknowledged before me this 28 day of February, 2022, by Dustin Grabau, who executed the foregoing instrument in his capacity as the Wasatch County Manager and by Joey D. Granger, who executed the foregoing instrument in their capacity as the Wasatch County Clerk Auditor.

Wendy McKnight
NOTARY PUBLIC
Residing at: Wasatch



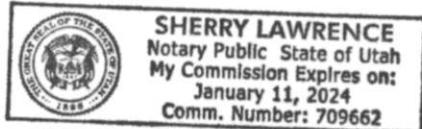
The Crossings at Lake Creek II, LLC as successor of The Crossings at Lake Creek X, LLC

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 at Lake Creek II, LLC.



Sherry Lawrence
NOTARY PUBLIC
Residing at: Wasatch County

EXHIBIT Ad3-A
LEGAL DESCRIPTION
PREPARED FOR
CROSSINGS AT LAKE CREEK PHASE 2A
HEBER CITY, UTAH
August 4, 2020

A portion of the SW1/4 and SE1/4 of Section 3, Township 4 South, Range 5 East, Salt Lake Base and Meridian, more particularly described as follows:

Beginning at a point located S89°48'35"W 331.06 feet; thence South 3,587.06 feet from the North 1/4 Corner of Section 3, T4S, R5E, SLB&M; thence S00°22'08"W 477.45 feet; thence Easterly along the arc of a non-tangent curve to the left having a radius of 570.00 feet (radius bears: N10°00'38"W) a distance of 14.22 feet through a central angle of 01°25'44" Chord: N79°16'30"E 14.21 feet; thence N78°33'41"E 212.10 feet; thence along the arc of a curve to the right having a radius of 1,030.00 feet a distance of 256.55 feet through a central angle of 14°16'16" Chord: N85°41'46"E 255.89 feet; thence S87°10'06"E 320.28 feet; thence along the arc of a curve to the left with a radius of 220.00 feet a distance of 99.39 feet through a central angle of 25°53'02" Chord: N79°53'23"E 98.54 feet; thence N66°56'48"E 143.43 feet; thence along the arc of a curve to the right having a radius of 162.00 feet a distance of 65.63 feet through a central angle of 23°12'48" Chord: N78°33'16"E 65.19 feet; thence S89°50'20"E 26.61 feet; thence along the arc of a curve to the left with a radius of 25.00 feet a distance of 38.68 feet through a central angle of 88°39'12" Chord: N45°50'04"E 34.94 feet to a point of reverse curvature; thence along the arc of a curve to the right having a radius of 1,155.00 feet a distance of 361.06 feet through a central angle of 17°54'40" Chord: N10°27'47"E 359.59 feet; thence N19°21'36"E 141.33 feet to the southeast corner of Lot 1315, CROSSINGS AT LAKE CREEK PHASE 14, according to the Official Plat thereof on file in the Office of the Wasatch County Recorder; thence S70°38'47"E along said plat 60.00 feet; thence S19°21'36"W 141.36 feet; thence along a curve to the left with a radius of 1095.01 feet a distance of 341.74 feet through a central angle of 17°52'52" Chord: S10°28'47"W 340.35 feet to a point of compound curvature; thence along the arc of a curve to the left having a radius of 25.00 a distance of 39.37 feet through a central angle of 90°14'06" Chord: S43°42'33"E 35.43 feet; thence S88°47'59"E 3.46 feet; thence S00°09'40"W 60.00 feet; thence Southwesterly along the arc of a non-tangent curve to the left having a radius of 25.00 feet (radius bears: S00°09'40"W) a distance of 41.24 feet through a central angle of 94°30'59" Chord: S42°54'11"W 36.72 feet; thence S85°38'39"W 60.00 feet; thence Northerly along the arc of a non-tangent curve to the right having a radius of 1,155.01 feet (radius bears: N85°38'47"E) a distance of 10.47 feet through a central angle of 00°31'09" Chord: N04°05'39"W 10.47 feet to a point of compound curvature; thence along the arc of a curve to the left having a radius of 25.00 feet a distance of 37.53 feet through a central angle of 86°00'10" Chord: N46°50'15"W 34.10 feet; thence N89°50'20"W 29.15 feet; thence along the arc of a curve to the left with a radius of 102.00 feet a distance of 41.33 feet through a central angle of 23°12'48" Chord: S78°33'16"W 41.04 feet; thence S66°56'52"W 143.42 feet; thence along the arc of a curve to the right with a radius of 280.00 feet a distance of 126.49 feet through a central angle of 25°53'02" Chord: S79°53'23"W 125.42 feet; thence N87°10'06"W 320.29 feet; thence along the arc of a curve to the left with a radius of 970.00 feet a distance of 241.60 feet through a central angle of 14°16'16" Chord: S85°41'46"W 240.98 feet; thence S78°33'38"W 212.10 feet; thence along the arc of a curve to the right with a radius of 630.00 feet a distance of 125.78 feet through a central angle of 11°26'22" Chord: S84°16'49"W 125.57 feet; thence West 138.26 feet; thence along the arc of a curve to the right with a radius of 355.00 feet a distance of 441.80 feet through a central angle of 71°18'16" Chord: N54°20'52"W 413.83 feet; thence N18°41'39"W 74.90 feet; thence along the arc of a curve to the left having a radius of 25.00 feet a distance of 46.75 feet through a central angle of 107°09'10" Chord: N72°16'19"W 40.23 feet; thence S54°09'06"W 450.37 feet; thence N35°50'51"W 75.00 feet; thence N54°09'06"E 485.71 feet; thence along the arc of a curve to the right with a radius of 237.50 feet a distance of 8.30 feet through a central angle of 02°00'12" Chord: N55°09'12"E 8.30 feet to a point of reverse curvature; thence along the arc of a curve to the left having a radius of 25.00 feet a distance of 30.48 feet through a central angle of 69°51'24" Chord: N21°13'36"E 28.63 feet; thence N76°46'26"E 60.00 feet; thence S13°41'53"E 40.92 feet; thence along the arc of a non-tangent curve to the left having a radius of 471.00 feet a distance of 36.80 feet through a central angle of 04°28'35" Chord: S15°56'24"E 36.79 feet; thence N61°39'41"E 361.82 feet; thence S89°37'52"E 240.46 feet to the point of beginning.

Contains: 9.54 acres+/-

EXHIBIT Ad3-B

Plat

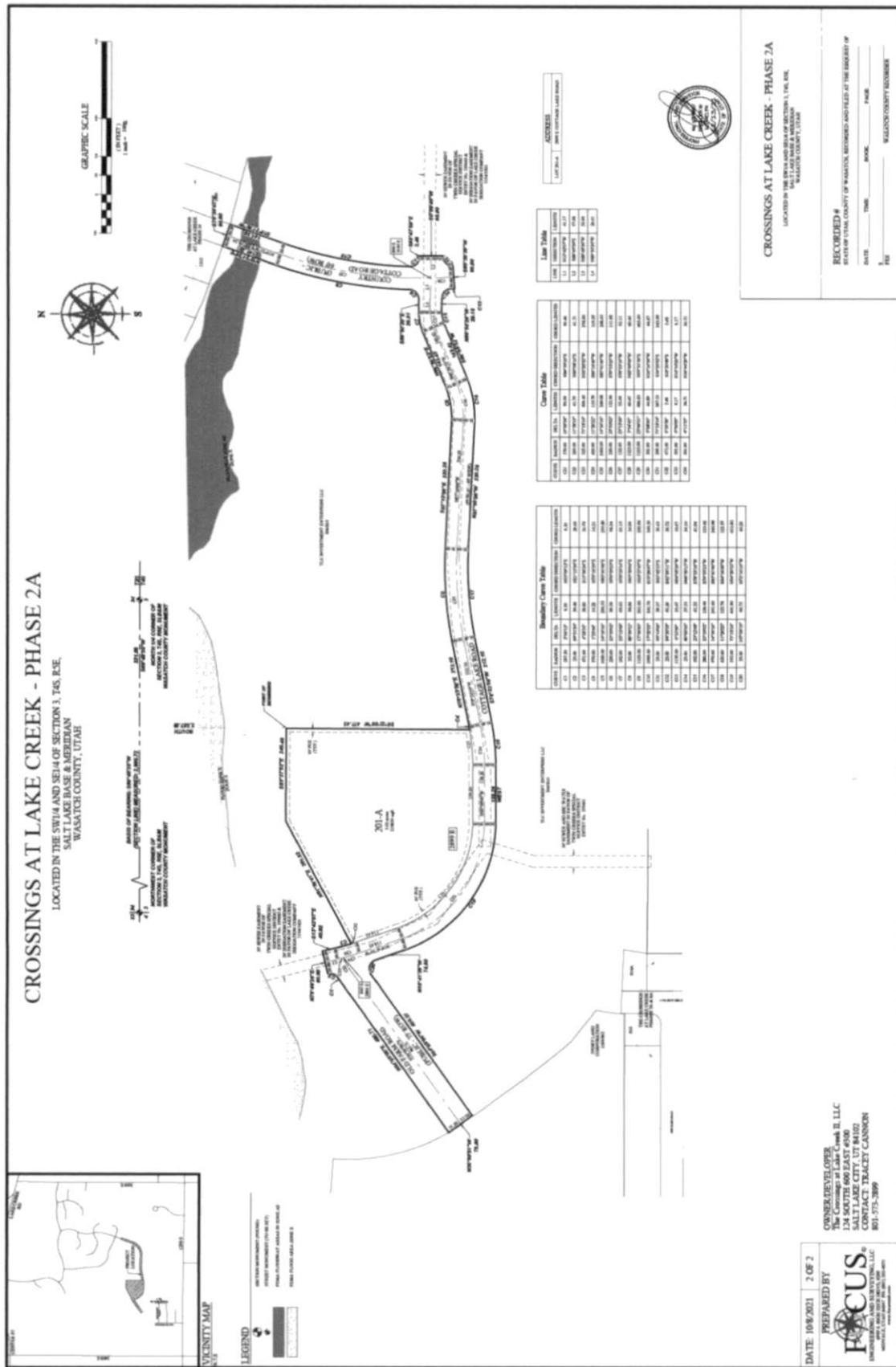


EXHIBIT Ad3-C
Common Area and Facilities

