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MARCY M MURRAY, Recorder
WASATCH COUNTY CORPORATION
For: THE CROSSINGS 2B LLC

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

Phase 2B

This Fifth Addendum ("Fifth Addendum") to Crossings at Lake Creek Development Agreement for Phases 2, 3, 5, 7A, 8A, 7B, 8B, 9, 10, and 12 is entered into this 14th day of March 2022 (the "Effective Date"), by and between The Crossings 2B, 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 2B, LLC ("2B") 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 2B of The Crossings at Lake Creek (the "Phase 2B");

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

WHEREAS, the legal description of the property subject to this Fifth Addendum is attached as Exhibit Ad5-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, The Crossings 78B, LLC (“78B”) and Wasatch County have negotiated a Fourth Addendum to the Crossings At Lake Creek Development Agreement for Phases 2, 3, 5, 7A, 8A, 7B, 8B, 9, 10, and 12 (“Fourth Addendum”), which it is anticipated will be recorded after final approval of Phase 7B and 8B;

WHEREAS, The most recent draft of the Fourth Addendum states, “the terms of this Fourth Addendum only apply to Phase 7B/8B”;

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 2B, 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 2B 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 2B final plat being recorded;

WHEREAS, the only recreational facilities contained within the Subject Property are concrete trails and landscaped 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 Fifth Addendum only apply to Phase 2B;

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 2B of the Project includes open space 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
 - Landscaping within Parcel P will be completed in the timeframe for 2B landscaping and sidewalk shown below.
- Landscaping within Phase 2A
 - Landscaping in the Phase 2A right of way along Old Farm Road directly adjacent to Phase 2B will be completed at the time the landscaping for lots 201 and 212 are installed, or as required below, whichever is first.
- Public Sidewalks within Phase 2A
 - The sidewalks along Old Farm Road that are directly adjacent to Phase 2B that are included in the Phase 2A plat shall be completed by Developer at the same time other sidewalks are constructed in Phase 2B.

The above listed improvements, collectively, the “Open Space and Facilities,” shall be constructed to conform with the renderings attached as Exhibit Ad5-C to this Fifth Addendum. Parcel P, which is also shown on Exhibit Ad5-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 2B of the Project.

Additionally, all final plats for the Project shall include open space as shown in Exhibit Ad5-B to this Fifth 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 P) 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 2B which is attached as Exhibit Ad5-C to this Fifth Addendum.

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

The Crossings 2B, 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 Fifth 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 Fifth Addendum. To the extent of a conflict between this Fifth Addendum and the DA, this addendum shall prevail.

~ Signature pages follow ~

WASATCH COUNTY:

Attest:


By: 
Dustin Grabau, Wasatch County Manager

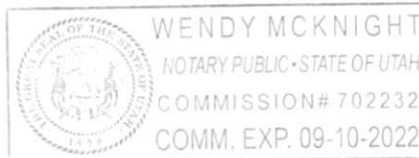

Wasatch County Clerk Auditor



STATE OF UTAH)
 ss:
COUNTY OF WASATCH)

The foregoing instrument was acknowledged before me this 15 day of March, 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.


NOTARY PUBLIC
Residing at: Wasatch



The Crossings 2B, 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, 20 , by Tracey Cannon, who executed the foregoing instrument in her capacity as General Manager for The Crossings 2B, LLC.



Sherry Lawrence

NOTARY PUBLIC

Residing at: Wasatch County

EXHIBIT Ad5-A

**LEGAL DESCRIPTION
PREPARED FOR
CROSSINGS AT LAKE CREEK PHASE 2B
HEBER CITY, UTAH
(rev July 27, 2021)
20-0609**

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 located S89°48'35"W along the Section line 843.91 feet and South 4,232.06 feet from the North 1/4 Corner of Section 3, T4S, R5E, SLB&M; thence S26°41'21"W 100.00 feet; thence Southeasterly along the arc of a non-tangent curve to the left having a radius of 470.00 feet (radius bears: N26°41'21"E) a distance of 38.70 feet through a central angle of 04°43'05" Chord: S65°40'12"E 38.69 feet; thence S21°58'16"W 138.65 feet to the CROSSINGS AT LAKE CREEK PHASES 7A AND 8A, according to the Official Plat thereof recorded March 23, 2007 as Entry No. 317573 of the Official Records of Wasatch County; thence N87°20'00"W along said plat 166.12 feet to the Northeasterly line of that Real Property described in Deed Entry No. 395906 of the Official Records of Wasatch County; thence along said deed thence Northerly along the arc of a non-tangent curve to the right having a radius of 355.00 feet (radius bears: S87°20'04"E) a distance of 6.71 feet through a central angle of 01°04'57" Chord: N03°12'25"E 6.71 feet; thence Northerly along the arc of a non-tangent curve to the right having a radius of 140.00 feet (radius bears: S86°14'32"E) a distance of 54.95 feet through a central angle of 22°29'12" Chord: N15°00'04"E 54.59 feet; then to and along the Northeasterly line of that Real Property described in Deed Entry No. 395906 of the Official Records of Wasatch County the following five (5) courses: (1) N51°20'26"W 112.10 feet; (2) thence Northwesterly along the arc of a non-tangent curve to the right having a radius of 3,014.43 feet (radius bears: N50°09'31"E) a distance of 146.40 feet through a central angle of 02°46'58" Chord: N38°27'00"W 146.39 feet; (3) thence N35°50'54"W 172.02 feet; (4) thence N54°09'06"E 3.09 feet; (5) thence N36°11'16"W 2.50 feet; thence N54°09'05"E 257.72 feet; thence S36°50'38"E 254.21 feet; thence along the arc of a curve to the left with a radius of 370.00 feet a distance of 170.92 feet through a central angle of 26°28'02" Chord: S50°04'38"E 169.40 feet to the point of beginning.

Contains: 3.14 acres+/-

OPEN SPACE – PARCEL P

As defined on the plat (Exhibit Ad5-B)

Contains: 0.05 acres+/-

