

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

This Sixth Addendum ("Sixth 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 5th day of April 20 22 (the "Effective Date"), by and between TLC Investments Enterprises, LLC the successor to the Crossings at Lake Creek X, LLC, Utah limited liability company, Tracey Cannon, and John Galt Enterprises LLC and their successors and assigns (hereafter called "Developer") and Wasatch County (collectively, the "Parties").

WHEREAS, Tracy Cannon, TLC Investments Enterprises, LLC & John Galt Enterprises, LLC and their successors and assigns (collectively the "Owner") is the record owner with respect to development of that certain real property located in Wasatch County, Utah known as Phases 2(c), 3, 5, 6, 9, 11, and 12 of The Crossings at Lake Creek (the "Phase 2, 3, 5, 6, 9, 11, and 12");

WHEREAS, TLC Investment Enterprises, LLC is a land holding and investment company and is not a land development company according to the Internal Revenue Service code;

WHEREAS, the Crossings at Lake Creek I, LLC and Wasatch County entered into the Crossings At Lake Creek Development Agreement ("Initial DA") on March 29, 2005, which was recorded on March 30, 2005 as Entry No. 281253 in the recorder's office of Wasatch County;

WHEREAS, the Initial DA included the whole Crossings at Lake Creek Development, it specifically focused on phases 1, 4, 13, and 14 either through the Initial DA (1 & 4) or through an Addendum (13 & 14) recorded on February 8, 2008 as Entry No. 331766 in the recorder's office of Wasatch County;

WHEREAS, In the case of any conflict between this Agreement and the Settlement Agreement, the Settlement Agreement shall take precedence. Any reference hereafter to the Settlement Agreement does not constitute an admission by either party that the Settlement Agreement applies to a given issue.

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 Book 935, and Pages 1398-1473 in the recorder's office of Wasatch County;

WHEREAS, Owner, is a Developer under the DA with respect to rights and obligations for Phase 2, 3, 5, 6, 9, 11, and 12 (see DA Section 2: Definitions – Developer);

WHEREAS, the description of the property subject to this Sixth Addendum is attached as Exhibit Ad6-A (the "Subject Property");

WHEREAS, the property subject to this Sixth Addendum is only the Future Phases shown on the attached as Exhibit Ad6-A and includes Wasatch County Parcel #'s 08-9461, 21-5699, 12-6388, and 20-1458 (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 the Subject Property" (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 the Subject Property" (Phase 7B and 8B);

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

WHEREAS, the most recent draft of the Fifth Addendum states, “the terms of this Fifth Addendum only apply to the Subject Property” (Phase 2B);

WHEREAS, in the course of developing the Project, final plats substantially conformed to the Preliminary approval and other aspects of the Project have evolved to accommodate the final engineering;

WHEREAS, 253 (inclusive of Ivory Home’s 45 lots) of the 538 ERUs from the Settlement Agreement and DA have received final plat approval or have been platted, leaving the Developer the right to plat and develop an additional 285 ERUs in the Project in conformity with the Settlement Agreement and the DA;

WHEREAS, the County desired to ensure that the Project is proceeding in a manner which ensures the Project would proceed in accordance with the approved preliminary approval from November 25, 2002, the DA, and in accordance with the Settlement Agreement;

WHEREAS, in the spirit of compromise the Developer has presented:

- Crossings At Lake Creek Concept Plan showing Phasing with Amenities (Exhibit Ad6-B);
- Crossings Approved Trail Plan (Exhibit Ad6-C);
- Crossings at Lake Creek Open Space Calculations (Exhibit Ad6-D);
- Townhome Detention Pond Exhibit for Council Review (Exhibit Ad6-E);
- 10 Acre park (Exhibit Ad6-F);

which five documents the council considered in conditionally deciding the project as presented has not substantially changed from the Preliminary Plan;

WHEREAS, the Settlement Agreement and DA is silent as to who is responsible to build the road in the vicinity of the 10 acre park, the Developer maintains it is the County’s responsibility to improve the park, including the roadways thereof, and the County maintains it is the Developer’s obligation to improve the road;

WHEREAS, the preliminary plan does not articulate the exact shape of the 10-acre County park or contain any specifics regarding a road or which party is to pay for it;

WHEREAS, the County posits the park layout in Ad6-F is not ideal however with trail connectivity to parcel # 13-6445 and across the canal provided by the Developer, the County is content to accept the park as shown on Ad6-F;

WHEREAS, the Parties agree that neither shall have the obligation to build the road shown by the County park because there are technical limitations on doing so;

WHEREAS, in the course of considering the substantial change question, the County raised concerns regarding the timing of the construction of the remaining amenities;

WHEREAS, the Council requested, and the Developer has agreed to construct the amenities shown on Exhibit AD6-B in the times shown below to ensure the Project is developed in accordance with the Preliminary Plan;

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 Sixth 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;

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. The property shown on Exhibit Ad6-A is included in the DA as amended by this Sixth Addendum, which includes Phases 2(c), 3, 5, 6, 9, 11 & 12.
- B. The County agrees that the Ad6-B layout is not a substantial change from the preliminary approval of the Project granted in 2002.¹ Note that the proximity of the lots along the creek to the creek in Ad6-B was a consideration in this determination. The Developer agrees to apply for any final approvals substantially in accordance with the phases shown in the Exhibit Ad6-B layout, though the Developer may combine phases for final approvals. Developer may adjust lot lines as reasonably needed, in substantial accordance with the Exhibit Ad6-B layout. The Developer shall have no obligation to develop the phases in any particular chronological order, except as outlined herein regarding amenity timing as shown below.
- C. The Developer agrees to construct the trails shown on Exhibit Ad6-C, as further refined in final approvals with the understanding that the trail through the park area in Exhibit F will be completed by the County.

¹ The Developer shall not be bound by the rotational position of the townhouses shown on Ad6-B if, for example, the Developer rotated the townhouses to capture better views of the Timpanogos mountains provided the other code requirements are met during the final plat stage. Similarly the relocation of the road and the clubhouse area in phase 6A is not a substantial change as shown in the second rendering in Exhibit Ad6-B, provided the other code requirements are met during the final plat stage.

- D.** Exhibit Ad6-D and the associated layout represents the open space calculations of the Ad6-B layout. The County agrees this open space is in compliance with the Settlement Agreement and the DA and will need to be reviewed with each phase to ensure substantial compliance moving forward. The Developer is only required to include twenty percent (20%) open space (inclusive of the 10-acre park and the Ivory 3 acre park) and anything beyond this is above any requirement even if it is shown on any subsequent exhibits. The Developer may remove portions of the open space so long as the overall open space doesn't drop below twenty percent (20%), and only if the layout is in substantial accordance with Exhibit Ad6-B.
- E.** Developer presented a traffic study to help demonstrate the feasibility of removing the road shown to the north of the 10 acre county park in Exhibit B. The Parties agree that neither the County nor the Developer will be required to build the road connecting 2400 East, but instead will build and utilize the roads as shown on Exhibit Ad6-B.
- F.** Developer will donate the 10 acre park to the County as shown in Exhibit Ad6-F upon the request by the County, in accordance with the Settlement Agreement. The County agrees to the layout of the park as shown on Exhibit Ad6-F. Because the road adjacent to the north side of the park is not being required, the Developer will pay the County \$75,000, at the time of recording the Phase 11C final plat, and the County will build trails and bridge(s) in the park..
- G.** Developer has three possible options in mind for the lake² shown on Exhibit AD6-B:
- a. Regulating the pond to help serve the water company. This plan would require agreements with the irrigation company(s) (for matters such as the treatment of stormwater filtration and regulating recreational use). All technical requirements of the lake that would serve the irrigation company will be worked out with the irrigation company(s). The Developer will, with other stakeholders (not lot owners), determine the requirements regarding filtering, storm water system design, etc, including how Developer and the irrigation company(s) will balance the irrigation with the recreational uses. Developer will address these issues with the irrigation companies directly as they are operational in nature rather than relating land use.
 - b. The Pond is charged by Lindsay Springs water, and it would not serve the irrigation company(s). It would be primarily an amenity, though it may also take some stormwater. Using Lindsay Spring is another "wet" option for the lake area. The balance of irrigation system to recreation will be worked out in

² Not to be confused with the detention basin directly north of the town homes or the existing fishing pond or detention basin in phase one.

any agreements Developer may have or not have with the irrigation company(s).

- c. The Pond is simply a detention basin, and it would not be intended to serve as an amenity or serve the irrigation company(s). This would serve as a “dry” open space option, not necessarily as a detention basin exclusively. This option would include things such as an open play field, play structures, naturally landscaped areas, irrigated or non-irrigated spaces, etc. The detention area may be a basin or it may be filled in if the “wet” options do not work out.

In all cases this area shown as a pond on Exhibit AD6-B will be kept as open space/common area. The County accepts that any of these three options will allow the Project to develop in a manner that does not represent a substantial change from the approved Preliminary Plan. Developer will pick one of these three options before 198 additional ERUs are approved for Final Plat, or the County may stop making any further approvals on the Project. The Developer will complete all improvements, execute all necessary agreements with third parties including any necessary irrigation companies associated with the option, and will begin construction on any improvements associated with the picked option before 275 additional ERUs are approved for final plat, or the County may stop making any further approvals on the Project. Developer will go through the required County process for approval and design of whatever option is determined.

- H. The County accepts Exhibit Ad6-E as a detention basin location. The Developer has provided some engineering, which may not have been reviewed by the County Engineering Department. The use of the Exhibit Ad6-E as a detention basin does not represent a substantial change from the approved Preliminary Plan. The viability of the use of the detention basin for drainage will be determined on a phase by phase basis, though the Developer is responsible to ensure its obligations to develop the pond area are compatible with its use of the Pond and the Exhibit Ad6-E for drainage.
- I. The Developer will construct the following amenities in accordance with the following schedule.

Amenity	Amenity must be completed for this portion of the remaining 285 ERUs before the phase is recorded or the amenity must be completed within the phase as shown on Exhibit Ad6-B, whichever is first. There are 253 lots which have received final approval at the time of the
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	signing of this agreement. ERU's as noted below are in addition to those already platted.
Trails	Per Phase
Pocket Parks/Common Space	Per Phase
Soccer Field	150 ERUs or within Phase 5
Townhome Park/ Detention Basin Landscaping	Phase 6B
The Clubhouse ³	125 ERUs for Construction to Commence (i.e., final plat approval, grading and building permit). 248 ERUs for Completion (certificate of occupancy including temporary or provisional certificates of occupancy). Clubhouse design will not be part of the Phase 6A plat approval, but the site plan must be approved as a conditional use (WCC 16.05.03) prior to building permit, and the Clubhouse design and may come after recordation of the plat, nonetheless, Construction and Completion deadlines remain as stated.
Recreation Complex around Clubhouse	248 ERUs for Completion (sports courts are usable for the intended purpose)
The Lake/Large Open Space	198 ERUs for picking one of the three options 275 ERUs to begin construction of Improvements and execution of any requisite agreements.

In the event that any amenity is included in a phase, the amenity will be completed in accordance with the DA. Any Amenities included in Exhibit Ad6-B which are not shown in this Section I will be completed in the phase in accordance with the timing requirements of the DA. If the Developer fails to meet any amenity deadlines, the County will stop granting any final plat approvals. Developer will be required to

³ Developer and/or the HOA will retain all creative design control over the Clubhouse including its size, dimensions, look, etc, provided the Clubhouse complies with all applicable laws. The Developer may apply for additional final plats after the 248 ERU deadline for building the clubhouse passes, and the application can go through DRC, but the final application may not be placed on a planning commission agenda for final approval until the clubhouse is completed.

go through the necessary County processes to receive approval for the respective amenities.

- J. ERU Calculation.** Going forward from the date of this Sixth Addendum, any ERUs for which the Developer is the owner of record, or subsequent developers, when they receive final plat approval or an amended final plat approval (lot combination or lot division) will count for or against the 285 ERUs remaining to Developer under the Settlement Agreement. However, if a person who is not a developer, which for purposes of this Section J is any person who installs Project Improvements in the Phase, receives an amended final plat approval that reduces or increases the ERUs in the Project, those ERUs as amended will not count for or against the remaining 285 ERUs. The County will not oppose that any water rights for interior house use, as opposed to necessary irrigation associated with the lots may be credited back to Developer and will be handled in a private agreement between the Developer and the respective culinary and irrigation water companies.

- K. Amendment to Section 12 of DA.** Notices to the Developer shall be sent to:

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 L/ake City, UT 84102

- L. Effectiveness.** Except as modified hereby, the DA shall remain in full force and effect on or after the effective date of this Sixth 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 Sixth Addendum. To the extent of a conflict between this Sixth Addendum and the DA, this addendum shall prevail.

Nothing herein shall be construed to nullify or limit the rights of the Developer as outlined in the Settlement Agreement which agreement shall remain the superseding agreement should conflicts arise among various DA's or their addenda including,


without limiting the foregoing, the right of the Developer to bring variations of the preliminary plan for final approval separate from AD6-B, only to the extent any such rights are provided in the Settlement Agreement. Similarly, nothing herein shall be construed as a waiver of the County's right to object to future iterations of the development plans or final plats brought by the Developer. For the avoidance of doubt, the Parties have reached an agreement on *one* plan (AD6-B) and the County will allow the Developer to proceed on the basis of AD6-B generally, however the Parties are not resolving the disagreement among them related to the limitations and liberties afforded to the Developer and the County pursuant to the Settlement Agreement and are instead content to advance on the AD6-B plan until further changes are presented by the Developer at which point those questions will reemerge. Moreover, nothing beyond the scope of this addendum herein shall modify the rights of the Developer for phases 1, 2a, 2b, 4, 7a8a, 7b8b, 10, 13 & 14 under the previous development agreements. This Sixth Addendum shall not be construed to apply standards from the DA that are only intended to be applicable to the cottage home product in phases 2, 3, 5, 9, and 12 to the Estate lot and Townhome product of Future Phases 11 and 6, respectively.

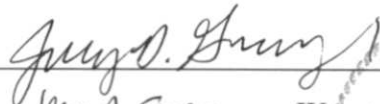
M. Recitals. The recitals to the Sixth Addendum are for reference only but are not construed as part of the Agreement.

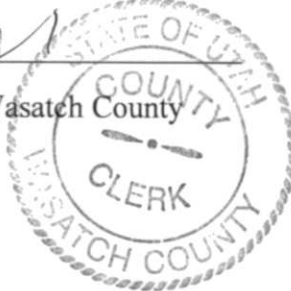
~ Signature pages follow ~

WASATCH COUNTY:

Attest:

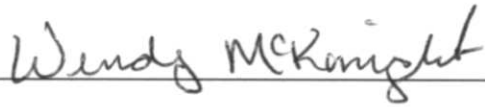
By: 
Dustin Grabau, Wasatch County Manager

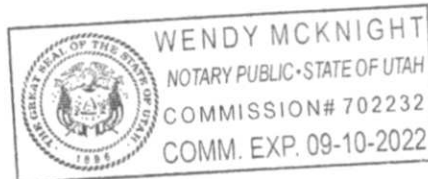

Jory D. Granger, Wasatch County
Clerk Auditor



STATE OF UTAH)
 SS:
COUNTY OF WASATCH)

The foregoing instrument was acknowledged before me this 6 day of April, 2022, by Dustin Grabau, who executed the foregoing instrument in his capacity as the Wasatch County Manager and by Jory D. Granger, who executed the foregoing instrument in their capacity as the Wasatch County Clerk Auditor.


NOTARY PUBLIC
Residing at: Wasatch



TLC Investment Enterprises, LLC

By: Tracey M. Cannon
Tracey Cannon

Its: Manager

STATE OF UTAH)
SS:
COUNTY OF WASATCH)

The foregoing instrument was acknowledged before me this 5th day of April, 2022, by Tracey Cannon, who executed the foregoing instrument in her capacity as General Manager for TLC Investment Enterprises, LLC.



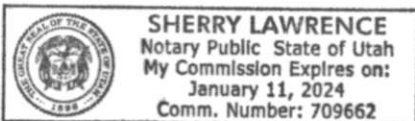
Sherry Lawrence
NOTARY PUBLIC
Residing at: Wasatch County

Tracey Cannon

By: Tracey M. Cannon
Tracey Cannon

STATE OF UTAH)
SS:
COUNTY OF WASATCH)

The foregoing instrument was acknowledged before me this 5th day of April, 2022, by Tracey Cannon.



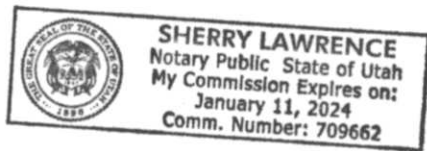
Sherry Lawrence
NOTARY PUBLIC
Residing at: Wasatch County

John Galt Enterprises, LLC

By: Tracey M. Cannon
Tracey Cannon

Its: Manager STATE OF UTAH)
SS:
COUNTY OF WASATCH)

The foregoing instrument was acknowledged before me this 5th day of April, 2022, by Tracey Cannon, who executed the foregoing instrument in her capacity as General Manager for The Crossings _____, LLC.



Sherry Lawrence
NOTARY PUBLIC

Residing at: Wasatch County

EXHIBIT Ad6-A

PARCEL 1: (OWC-1437-H-003-025 / 00-0020-1458)

A PARCEL OF LAND LOCATED IN THE WEST HALF OF SECTION 3, TOWNSHIP 4 SOUTH, RANGE 5 EAST SALT LAKE MERIDIAN, WASATCH COUNTY, UTAH DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF THAT PROPERTY DESCRIBED IN BOOK 448 AT PAGE 452 OF THE WASATCH COUNTY RECORDS, SAID CORNER BEING SOUTH 00°09'09" WEST 2005.20 FEET ALONG THE SECTION LINE SOUTH 89°50'51" EAST 760.00 FEET, NORTH 00°09'09" EAST 424.73 FEET AND SOUTH 89°50'51" EAST 431.60 FEET FROM THE RESTORED (1994) NORTHWEST CORNER OF SECTION 3, TOWNSHIP 4 SOUTH, RANGE 5 EAST, SALT LAKE BASE AND MERIDIAN AND RUNNING THENCE ALONG THE NORTH LINE OF SAID PROPERTY SOUTH 89°50'51" EAST 130.68 FEET, THENCE ALONG THE NORTH LINE OF SAID PROPERTY SOUTH 87°58'17" EAST 45.98 FEET, THENCE ALONG THE NORTH LINE OF SAID PROPERTY SOUTH 89°33'31" EAST 330.74 FEET, THENCE ALONG THE NORTH LINE OF SAID PROPERTY SOUTH 89°45'11" EAST 237.76 FEET, THENCE SOUTH 26°49'28" EAST 136.51 FEET, THENCE WESTERLY 441.74 FEET ALONG A 1030.00 FOOT RADIUS NON-TANGENT CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 24°34'21" AND A LONG CHORD OF SOUTH 75°27'40" WEST 438.36 FEET, THENCE SOUTH 87°44'51" WEST 98.80 FEET, THENCE SOUTH 10°48'16" EAST 309.09 FEET THENCE SOUTH 53°55'34" EAST 71.63 FEET, THENCE CONTINUING SOUTH 53°55'54" EAST 102.71 FEET THENCE SOUTH 00°00'09" EAST 160.00 FEET, THENCE CONTINUING SOUTH 00°00'09" EAST 60.00 FEET, THENCE SOUTH 89°59'51" WEST 45.01 FEET, THENCE SOUTH 00°00'09" EAST 160.00 FEET, THENCE SOUTH 89°59'51" WEST 38.00 FEET, THENCE CONTINUING SOUTH 89°59'51" WEST 62.00 FEET, THENCE NORTH 70°00'09" WEST 106.42 FEET, THENCE SOUTH 89°59'51" WEST 200.00 FEET, THENCE SOUTH 69°59'51" WEST 39.94 FEET TO THE WEST LINE OF SAID PROPERTY, THENCE ALONG SAID WEST LINE NORTH, 1004.84 FEET TO THE POINT OF BEGINNING.

LESS THAT PORTION DESCRIBED IN BOUNDARY LINE AGREEMENT RECORDED APRIL 3, 2003 AS ENTRY NO. 256165, IN BOOK 616, AT PAGE 172.

PARCEL 2: (OWC-1437-1-003-045/ 00-0012-6388)

BEGINNING AT A POINT WHICH IS SOUTH 00°09'09" WEST 2625.20 FEET ALONG THE SECTION LINE FROM THE RESTORED (1994) NORTHWEST CORNER OF SECTION 3, TOWNSHIP 4 SOUTH, RANGE 5 EAST, SALT LAKE MERIDIAN (SAID POINT ALSO BEING LOCATED NORTH 00°09'09" EAST 28.19 FEET ALONG SAID SECTION LINE FROM THE WEST QUARTER CORNER OF SAID SECTION 3), THENCE NORTH 00°09'09" EAST 620.00 FEET ALONG SAID SECTION LINE, THENCE SOUTH 89°50'51" EAST 760.00 FEET, THENCE NORTH 00°09'09" EAST 424.73 FEET, THENCE SOUTH 89°50'51" EAST 431.60 FEET, THENCE SOUTH 1751.53 FEET, THENCE WEST 479.74 FEET, THENCE NORTH 709.97 FEET, THENCE WEST 714.64 FEET TO THE POINT OF BEGINNING. SITUATE IN WASATCH COUNTY, STATE OF UTAH.

LESS THAT PORTION DESCRIBED IN BOUNDARY LINE AGREEMENT RECORDED APRIL 3, 2003 AS ENTRY NO. 256165, IN BOOK 616, AT PAGE 172.

LESS THAT PORTION CONVEYED IN QUIT CLAIM DEED RECORDED OCTOBER 10, 2003 AS ENTRY NO. 264079, IN BOOK 658, AT PAGE 104, FURTHER DESCRIBED AS FOLLOWS:

A PARCEL OF LAND LOCATED IN THE WEST HALF OF SECTION 3, TOWNSHIP 4 SOUTH,

RANGE 5 EAST, SALT LAKE BASE AND MERIDIAN, WASATCH COUNTY, UTAH DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT LOCATED WEST 1881.59 FEET AND SOUTH 2463.83 FEET FROM A WASATCH COUNTY REFERENCE MONUMENT, SAID WASATCH COUNTY REFERENCE MONUMENT BEING THE NORTH QUARTER CORNER OF SECTION 3, TOWNSHIP 4 SOUTH, RANGE 5 EAST, SALT LAKE BASE AND MERIDIAN ACCORDING TO STATE COORDINATE & DEPENDENT RESURVEY OF PORTIONS OF TOWNSHIP 4 SOUTH, RANGE 5 EAST, SALT LAKE BASE AND MERIDIAN, FILED APRIL 21, 1998 AS MAP OWC-045--001-0-0734 OF THE WASATCH COUNTY RECORDS, SAID WASATCH COUNTY REFERENCE MONUMENT BEING SOUTH 89°48'13" WEST 2660.72 FEET FROM THE NORTHEAST CORNER OF SAID SECTION 3 AS RE-ESTABLISHED PER SAID DEPENDENT RESURVEY AND RUNNING THENCE SOUTH 880.21 FEET TO THE SOUTH LINE OF THAT PROPERTY RECORDED IN BOOK 334 AT PAGE 724 OF SAID RECORDS, THENCE ALONG SAID SOUTH LINE WEST 71.44 FEET, THENCE ALONG THE WEST LINE OF SAID PROPERTY NORTH 00°00'03" WEST 709.97 FEET, THENCE ALONG THE SOUTH LINE OF SAID WEST 714.64 FEET, THENCE ALONG THE WEST LINE OF SAID PROPERTY NORTH 00°09'09" EAST 560.00 FEET, THENCE SOUTH 89°50'51" EAST 704.99 FEET, THENCE SOUTHEASTERLY 39.27 FEET ALONG A 25.00FEET RADIUS CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 90°00'00" AND A LONG CHORD OF SOUTH 44°50'51" EAST 35.36 FEET, THENCE SOUTH 00°09'09" WEST 212.69 FEET, THENCE SOUTHERLY 163.38 FEET ALONG A 230.00 FEET RADIUS CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 40°41'59" AND A LONG CHORD OF SOUTH 20°11'51" EAST 159.97 FEET TO THE POINT OF BEGINNING.

TOGETHER WITH AND LESS AND EXCEPTING THAT PORTION DESCRIBED IN DEED LINE AGREEMENT RECORDED MAY 18, 2009 AS ENTRY NO. 348156, IN BOOK 991, AT PAGE 716

TOGETHER WITH AND LESS AND EXCEPTING THAT PORTION DESCRIBED IN DEED LINE AGREEMENT RECORDED OCTOBER 28, 2008 AS ENTRY NO. 341390, IN BOOK 976, AT PAGE 976

PARCEL 3: (OWC-1441-0-003-045/00-0008-9461)

BEGINNING AT A POINT ON THE QUARTER SECTION LINE SOUTH 00°19'58" WEST 1758.40 FEET FROM THE NORTH QUARTER CORNER OF SECTION 3, TOWNSHIP 4 SOUTH, RANGE 5 EAST, SALT LAKE BASE AND MERIDIAN (SAID NORTH QUARTER CORNER BEING THAT ONE RE-ESTABLISHED BY THE WASATCH COUNTY SURVEYOR IN 1994 AND MARKED BY A BRASS CAP) THENCE SOUTH 89°40'02" EAST 1552.05 FEET, THENCE SOUTH 00°19'58" WEST 1552.05 FEET, THENCE NORTH 89°40'02" WEST 1552.05 FEET TO THE QUARTER SECTION LINE, THENCE NORTH 00°19'58" EAST 1552.05 FEET TO THE POINT OF BEGINNING.

ALSO

BEGINNING AT A POINT ON THE 1/16 SECTION LINE SAID POINT BEING LOCATED 662.72 FEET SOUTH AND 1340.96 FEET WEST FROM THE EAST QUARTER CORNER OF SECTION 3, TOWNSHIP 4 SOUTH, RANGE 5 EAST, SALT LAKE MERIDIAN, SAID CORNER BEING LOCATED 52.11 FEET NORTH AND 1.80 FEET WEST OF THE WASATCH COUNTY SURVEYOR'S BRASS CAP REFERENCE MARKER (UTAH STATE PLANE BASIS OF BEARING) THENCE SOUTH 00°09'02" WEST 679.21 FEET ALONG SAID 1/16 SECTION LINE, THENCE SOUTH 89°49'53" EAST 0.40 FEET TO THE NORTHWEST CORNER OF SAGE CREEK FARMS SUBDIVISION, THENCE SOUTH 00°00'57" EAST 653.90 FEET ALONG THE WEST BOUNDARY OF SAID SUBDIVISION, THENCE SOUTH 89°43'06" WEST 657.59 FEET ALONG A FENCE LINE

TO A FENCE CORNER, THENCE SOUTH 00°14'44" WEST 334.95 FEET ALONG A FENCE LINE, THENCE SOUTH 00°37'39" EAST 355.74 FEET ALONG A FENCE LINE AND ITS EXTENSION TO THE SECTION LINE, THENCE NORTH 89°50'58" WEST 30.00 FEET ALONG SAID SECTION LINE, THENCE NORTH 00°37'39" WEST 335.32 FEET, THENCE NORTH 90°00'00" WEST 240.39 FEET TO A FENCE LINE, THENCE NORTH 04°57'00" EAST 159.41 FEET ALONG SAID FENCE LINE TO FENCE CORNER, THENCE NORTH 86°10'00" WEST 44.86 FEET ALONG A FENCE LINE, THENCE NORTH 00°00'00" EAST 57.52 FEET, THENCE NORTH 90°00'00" WEST 689.86 FEET TO A FENCE LINE, THENCE NORTH 00°31'08" WEST 258.08 FEET ALONG SAID FENCE LINE TO A FENCE CORNER, THENCE NORTH 89°34'05" WEST 990.61 FEET ALONG A FENCE LINE TO A FENCE CORNER, THENCE NORTH 00°03'00" WEST 525.14 FEET ALONG A FENCE LINE TO A FENCE CORNER ON THE 1/16 SECTION LINE, THENCE SOUTH 89°56'33" EAST 1299.35 FEET ALONG SAID 1/16 SECTION LINE TO THE 1/4 SECTION LINE, THENCE NORTH 00°19'58" EAST 690.73 FEET ALONG SAID 1/4 SECTION LINE TO MAHONEY, THENCE SOUTH 89°40'02" EAST 1341.30 FEET ALONG MAHONEY TO THE POINT OF BEGINNING.

ALSO

BEGINNING AT A POINT WHICH IS SOUTH 00°19'58" WEST 1508.37 FEET ALONG THE QUARTER SECTION LINE FROM THE NORTH QUARTER CORNER OF SECTION 3, TOWNSHIP 4 SOUTH, RANGE 5 EAST, SALT LAKE MERIDIAN (SAID NORTH QUARTER CORNER BEING THAT ONE REESTABLISHED BY THE WASATCH COUNTY SURVEYOR IN 1994 AND MARKED BY A BRASS CAP) THENCE SOUTH 00°19'58" WEST 1835.72 FEET ALONG SAID QUARTER SECTION LINE, THENCE NORTH 90°00'00" WEST 704.13 FEET, THENCE NORTH 00°09'07" WEST 1845.98 FEET TO A FENCE LINE, THENCE NORTH 00°00'00" EAST 89.71 FEET, THENCE NORTH 90°00'00" WEST 719.42 FEET TO THE POINT OF BEGINNING.

ALSO

BEGINNING AT A POINT WHICH IS SOUTH 00°09'09" WEST 1336.20 FEET ALONG THE SECTION LINE AND SOUTH 89°56'33" EAST 700.00 FEET ALONG THE 1/16 SECTION LINE FROM THE WEST QUARTER CORNER OF SECTION 3, TOWNSHIP 4 SOUTH, RANGE 5 EAST, SALT LAKE MERIDIAN (SAID WEST QUARTER CORNER BEING LOCATED 27.87 FEET NORTH AND 24.45 FEET EAST OF THE WASATCH COUNTY SURVEYOR'S BRASS CAP REFERENCE MARKER) THENCE NORTH 00°09'09" EAST 655.12 FEET, THENCE NORTH 90°00'00" EAST 1950.14 FEET TO THE QUARTER SECTION LINE, THENCE SOUTH 00°19'58" WEST 657.09 FEET ALONG SAID QUARTER SECTION LINE TO THE 1/16 SECTION LINE, THENCE NORTH 89°56'33" WEST 1948.07 FEET, ALONG SAID 1/16 SECTION LINE TO THE POINT OF BEGINNING.

ALSO

COMMENCING NORTH 412.5 FEET FROM THE SOUTHWEST CORNER OF SECTION 3, TOWNSHIP 4 SOUTH, RANGE 5 EAST, SALT LAKE BASE AND MERIDIAN, THENCE NORTH 907.5 FEET, THENCE EAST 1320.00 FEET, THENCE SOUTH 528.00 FEET, THENCE EAST 440.00 FEET, THENCE SOUTH 792.00 FEET, THENCE WEST 1347.50 FEET, THENCE NORTH 412.50 FEET, THENCE WEST 412.50 FEET TO THE POINT OF BEGINNING. LESS AND EXCEPTING THE FOLLOWING THREE DESCRIPTIONS:

COMMENCING NORTH 412.5 FEET FROM THE SOUTHWEST CORNER OF SECTION 3, TOWNSHIP 4 SOUTH, RANGE 5 EAST, SALT LAKE BASE AND MERIDIAN, THENCE NORTH

907.5 FEET, THENCE EAST 611.0 FEET TO THE CENTER LINE OF A CANAL, THENCE ALONG SAID CANAL CENTER LINE THE FOLLOWING SIX COURSES: SOUTH 10°19' WEST 262.0 FEET, THENCE SOUTH 0°19' WEST 81.0 FEET, THENCE SOUTH 16°03' EAST 243.0 FEET, THENCE SOUTH 17°18' WEST 361.0 FEET, THENCE SOUTH 11°47' WEST 171.0 FEET, THENCE SOUTH 8°25' EAST 238.21 FEET, THENCE WEST 110.91 FEET, THENCE NORTH 412.5 FEET, THENCE WEST 412.5 FEET TO THE POINT OF BEGINNING.

COMMENCING AT A POINT EAST 1759.10 FEET AND NORTH 29.21 FEET FROM THE SOUTHWEST CORNER OF SECTION 3, TOWNSHIP 4 SOUTH, RANGE 5 EAST, SALT LAKE BASE AND MERIDIAN AND RUNNING THENCE NORTH 350.70 FEET ALONG SAID FENCE, THENCE NORTH 89°48'40" WEST 235.10 FEET, THENCE SOUTH 350.70 FEET, THENCE SOUTH 89°48'40" EAST 235.10 FEET TO THE POINT OF BEGINNING.
ALSO KNOWN AS DREAM'S END SUBDIVISION.

COMMENCING AT A POINT EAST 1524.22 FEET FROM THE SOUTHWEST CORNER OF SECTION 3, TOWNSHIP 4 SOUTH, RANGE 5 EAST, SALT LAKE BASE AND MERIDIAN AND RUNNING THENCE EAST 234.88 FEET, THENCE NORTH 29.21 FEET, THENCE NORTH 89°48'40" WEST 235.10 FEET, THENCE SOUTH 29.99 FEET TO THE POINT OF BEGINNING.
ALSO KNOWN AS A PORTION OF WASATCH COUNTY ROAD ON 1200 SOUTH AT 2785 EAST IN HEBER VALLEY, WASATCH COUNTY, UTAH.

ALSO

A PARCEL OF LAND LOCATED IN THE WEST HALF OF SECTION 3, TOWNSHIP 4 SOUTH, RANGE 5 EAST, SALT LAKE BASE AND MERIDIAN, WASATCH COUNTY, UTAH DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT LOCATED WEST 1881.59 FEET AND SOUTH 2463.83 FEET FROM A WASATCH COUNTY REFERENCE MONUMENT SAID WASATCH COUNTY REFERENCE MONUMENT BEING THE NORTH QUARTER CORNER OF SECTION 3, TOWNSHIP 4 SOUTH, RANGE 5 EAST, SALT LAKE BASE AND MERIDIAN ACCORDING TO THE STATE COORDINATE & DEPENDENT RESURVEY OF PORTIONS OF TOWNSHIP 4 SOUTH, RANGE 5 EAST, SALT LAKE BASE AND MERIDIAN, FILED APRIL 21, 1998 AS MAP OWC-045-001-0-0734 OF THE WASATCH COUNTY RECORDS, SAID WASATCH COUNTY REFERENCE MONUMENT BEING SOUTH 89°48'13" WEST 2660.72 FEET FROM THE NORTHEAST CORNER OF SAID SECTION 3 AS RE-ESTABLISHED PER SAID DEPENDENT RESURVEY AND RUNNING THENCE SOUTH 880.21 FEET TO THE SOUTH LINE OF THAT PROPERTY RECORDED IN BOOK 334 AT PAGE 724 OF SAID RECORDS, THENCE ALONG SAID SOUTH LINE WEST 71.44 FEET, THENCE ALONG THE WEST LINE OF SAID PROPERTY NORTH 00°00'03" WEST 709.97 FEET, THENCE ALONG THE SOUTH LINE OF SAID PROPERTY WEST 714.64 FEET, THENCE ALONG THE WEST LINE OF SAID PROPERTY NORTH 00°09'09" EAST 560.00 FEET, THENCE SOUTH 89°50'51" EAST 704.99 FEET, THENCE SOUTHEASTERLY 39.27 FEET ALONG A 25.00 FEET RADIUS CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 90°00'00" AND A LONG CHORD OF SOUTH 44°50'51" EAST 35.36 FEET, THENCE SOUTH 00°09'09" WEST 212.69 FEET, THENCE SOUTHERLY 163.38 FEET ALONG A 230.00 FEET RADIUS CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 40°41'59" AND A LONG CHORD OF SOUTH 20°11'51" EAST 159.97 FEET TO THE POINT OF BEGINNING.

ALSO

BEGINNING AT A POINT WHICH IS NORTH 89°55'36" EAST 700.01 FEET ALONG THE QUARTER SECTION LINE AND SOUTH 00°09'09" WEST 682.68 FEET AND NORTH 90°00'00"

EAST 496.26 FEET FROM THE WEST QUARTER CORNER OF SECTION 3, TOWNSHIP 4 SOUTH, RANGE 5 EAST, SALT LAKE MERIDIAN (SAID WEST QUARTER CORNER BEING LOCATED 27.87 FEET NORTH AND 24.45 FEET EAST OF THE WASATCH COUNTY SURVEYOR'S BRASS CAP REFERENCE MARKER), THENCE NORTH 00°00'00" EAST 1751.53 FEET, THENCE SOUTH 89°50'51" EAST 130.68 FEET TO A FENCE LINE, THENCE SOUTH 87°58'17" EAST 45.98 FEET ALONG SAID FENCE LINE TO A FENCE CORNER, THENCE SOUTH 89°33'31" EAST 330.74 FEET ALONG A FENCE LINE, THENCE SOUTH 89°45'11" EAST 237.76 FEET ALONG SAID FENCE LINE, THENCE SOUTH 00°09'07" EAST 1745.98 FEET, THENCE NORTH 90°00'00" WEST 749.75 FEET TO THE POINT OF BEGINNING.

LESS AND EXCEPTING THE FOLLOWING:

A PARCEL OF LAND LOCATED IN THE WEST HALF OF SECTION 3, TOWNSHIP 4 SOUTH, RANGE 5 EAST, SALT LAKE BASE AND MERIDIAN, WASATCH COUNTY, UTAH, DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF THAT PROPERTY DESCRIBED IN BOOK 448 AT PAGE 452 OF THE WASATCH COUNTY RECORDS, SAID CORNER BEING SOUTH 00°09'09" WEST 2005.20 FEET ALONG THE SECTION LINE SOUTH 89°50'51" EAST 760.00 FEET, NORTH 00°09'09" EAST 424.73 FEET, AND SOUTH 89°50'51" EAST 431.60 FEET FROM THE RESTORED (1994) NORTHWEST CORNER OF SECTION 3, TOWNSHIP 4 SOUTH, RANGE 5 EAST, SALT LAKE BASE AND MERIDIAN AND RUNNING THENCE ALONG THE NORTH LINE OF SAID PROPERTY SOUTH 89°50'51" EAST 130.68 FEET, THENCE ALONG THE NORTH LINE OF SAID PROPERTY SOUTH 87°58'17" EAST 45.98 FEET, THENCE ALONG THE NORTH LINE OF SAID PROPERTY SOUTH 89°33'31" EAST 330.74 FEET, THENCE ALONG THE NORTH LINE OF SAID PROPERTY SOUTH 89°45'11" EAST 237.76 FEET, THENCE SOUTH 26°49'28" EAST 136.51 FEET, THENCE WESTERLY 441.74 FEET ALONG A 1030.00 FOOT RADIUS NON-TANGENT CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 24°34'21" AND LONG CHORD OF SOUTH 75°27'40" WEST 438.36 FEET, THENCE SOUTH 87°44'51" WEST 98.80 FEET, THENCE SOUTH 10°48'16" EAST 309.09 FEET, THENCE SOUTH 53°55'34" EAST 71.63 FEET, THENCE CONTINUING SOUTH 53°55'34" EAST 102.71 FEET, THENCE SOUTH 00°00'09" EAST 160.00 FEET, THENCE CONTINUING SOUTH 00°00'09" EAST 60.00 FEET, THENCE SOUTH 89°59'51" WEST 45.01 FEET, THENCE SOUTH 00°00'09" EAST 160.00 FEET, THENCE SOUTH 89°59'51" WEST 38.00 FEET, THENCE CONTINUING SOUTH 89°59'51" WEST 62.00 FEET, THENCE NORTH 70°00'09" WEST 106.42 FEET, THENCE SOUTH 89°59'51" WEST 200.00 FEET, THENCE SOUTH 69°59'51" WEST 39.94 FEET TO THE WEST LINE OF SAID PROPERTY, THENCE ALONG SAID WEST LINE NORTH 1004.84 FEET TO THE POINT OF BEGINNING.

LESS AND EXCEPTING THE FOLLOWING:

A PARCEL OF LAND LOCATED IN THE SOUTHWEST QUARTER OF SECTION 3, TOWNSHIP 4 SOUTH, RANGE 5 EAST, SALT LAKE BASE AND MERIDIAN, WASATCH COUNTY, UTAH, DESCRIBED AS FOLLOWS:

BEGINNING WEST 1447.69 FEET AND SOUTH 3711.77 FEET FROM THE NORTH QUARTER CORNER OF SECTION 3, TOWNSHIP 4 SOUTH, RANGE 5 EAST, SALT LAKE BASE AND MERIDIAN ACCORDING TO THE STATE COORDINATE & DEPENDENT RESURVEY OF PORTIONS OF TOWNSHIP 4 SOUTH, RANGE 5 EAST, SALT LAKE BASE AND MERIDIAN, FILED APRIL 21, 1998 AS MAP OWC-045-001-0-0734 OF WASATCH COUNTY RECORDS (BASIS OF BEARING BEING SOUTH 89°13" WEST 2660.72 FEET BETWEEN THE NORTHEAST CORNER OF SAID SECTION 3 AS RE-ESTABLISHED PER SAID DEPENDENT RESURVEY AND SAID NORTH QUARTER CORNER OF SECTION 3) AND RUNNING THENCE SOUTHERLY 311.02 FEET ALONG A 525.00 FOOT RADIUS CURVE TO THE LEFT THROUGH A CENTRAL

ANGLE OF 33°56'34" AND LONG CHORD OF SOUTH 12°39'30" EAST 306.49 FEET, THENCE SOUTH 35°50'54" EAST 80.00 FEET, THENCE SOUTH 54°09'06" WEST 3.09 FEET, THENCE SOUTH 35°50'54" EAST 172.02 FEET, THENCE SOUTHEASTERLY 146.41 FEET ALONG A 3014.43 FOOT RADIUS NON-TANGENT CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 02°58" AND A LONG CHORD OF SOUTH 38°27" EAST 146.39 FEET, THENCE SOUTH 51°20'53" EAST 195.33 FEET, THENCE SOUTH 58°44'17" EAST 20.00 FEET, THENCE SOUTH 66°47'13" EAST 63.54 FEET, THENCE ALONG THE WEST LINE OF THAT PROPERTY DESCRIBED IN BOOK 226 AT PAGE 671 OF SAID RECORDS SOUTH 466.26 FEET TO THE NORTHEAST CORNER THAT PROPERTY DESCRIBED IN BOOK 369 AT PAGE 226 OF SAID RECORDS, THENCE ALONG THE NORTH LINE OF SAID PROPERTY NORTH 89°48'40" WEST 235.10 FEET, THENCE ALONG THE WEST LINE OF SAID PROPERTY SOUTH 385.71 FEET TO THE SECTION LINE, THENCE ALONG THE SECTION LINE NORTH 89°48'40" WEST 1008.19 FEET TO THE CENTERLINE OF THE TIMPANOGOS CANAL AS DESCRIBED ON DRAWINGS NO. G-24, G-25 & G-26 OF THE CENTRAL UTAH WATER CONSERVANCY DISTRICT (CUP) WASATCH COUNTY WATER EFFICIENCY PROJECT, TIMPANOGOS CANAL, EXHIBIT 2 AS RECORDED IN BOOK 379 AT PAGES 384-386 OF SAID RECORDS, THENCE ALONG SAID CENTERLINE OF TIMPANOGOS CANAL NORTH 02°38'40" EAST 5.92 FEET TO A POINT FROM WHICH THE WASATCH COUNTY BRASS CAP MARKING THE SOUTHWEST CORNER OF SAID SECTION 3 BEARS WEST 516.55 FEET AND SOUTH 0.80 FEET AS DESCRIBED IN THAT CONTRACT AND GRANT OF EASEMENT FOR PARCEL NO. WCWEP-T-1434-1 (P) AS RECORDED IN BOOK 393 AT PAGE 309 OF SAID RECORDS, THENCE ALONG SAID CENTERLINE OF TIMPANOGOS CANAL THE FOLLOWING ELEVEN COURSES: CONTINUING NORTH 02°38'40" 50.10 FEET, NORTHERLY 37.91 FEET ALONG A 134.96 FOOT RADIUS CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 16°05'38" AND LONG CHORD OF NORTH 05°24'09" WEST 37.78 FEET, NORTH 13°26'58" WEST 153.35 FEET, NORTHERLY 71.63 FEET ALONG A 132.34 FOOT RADIUS CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 31°00'49" AND A LONG CHORD OF NORTH 02°03'26" EAST 70.76 FEET, NORTH 17°33'51" EAST 265.99 FEET, NORTHERLY 77.23 FEET ALONG A 746.37 FOOT RADIUS CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 05°55'43" AND A LONG CHORD OF NORTH 20°31'42" EAST 77.20 FEET, NORTH 23°29'34" EAST 79.90 FEET, NORTHERLY 64.60 FEET ALONG A 89.40 FOOT RADIUS CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 41°23'59" AND A LONG CHORD OF NORTH 02°47'35" EAST 63.20 FEET, NORTH 17°54'25" WEST 162.12 FEET, NORTHERLY 143.39 FEET ALONG A 292.30 FOOT RADIUS CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 28°06'24" AND A LONG CHORD OF NORTH 03°51'13" WEST 141.96 FEET, NORTH 10°11'59" EAST 269.92 FEET, THENCE SOUTH 89°56'33" EAST 91.16 FEET, THENCE NORTH 00°09'09" EAST 371.85 FEET, THENCE SOUTH 76°09'17" EAST 271.24 FEET, THENCE SOUTH 85°41'13" EAST 260.00 FEET TO THE POINT OF BEGINNING.

LESS AND EXCEPTING THE FOLLOWING:

A PORTION OF THE SOUTHWEST QUARTER OF SECTION 3, TOWNSHIP 4 SOUTH, RANGE 5 EAST, SALT LAKE BASE AND MERIDIAN MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT LOCATED SOUTH 89°48'35" WEST ALONG THE SECTION LINE 331.03 FEET AND SOUTH 3581.06 FEET FROM THE NORTH QUARTER CORNER OF SECTION 3, TOWNSHIP 4 SOUTH, RANGE 5 EAST, SALT LAKE BASE AND MERIDIAN; THENCE SOUTH 0°22'08" WEST 478.36 FEET, THENCE SOUTHWESTERLY ALONG THE ARC OF 565.00 FOOT RADIUS NON-TANGENT CURVE (RADIUS BEARS: NORTH 10°06'13" WEST) TO THE RIGHT 99.63 FEET THROUGH A CENTRAL ANGLE OF 10°06'13" (CHORD SOUTH 84°56'54" WEST 99.50 FEET), THENCE WEST 138.26 FEET, THENCE ALONG THE ARC OF A 290.00 FOOT

RADIUS CURVE TO THE RIGHT 360.90 FEET THROUGH A CENTRAL ANGLE OF 71°18'16" (CHORD NORTH 54°20'52" WEST 338.06 FEET), THENCE NORTH 18°41'44" WEST 128.84 FEET, THENCE NORTH 61°39'41" EAST 357.28 FEET, THENCE SOUTH 89°37'52" EAST 242.00 FEET TO THE POINT OF BEGINNING.

LESS AND EXCEPTING THE FOLLOWING:

A PORTION OF THE SOUTHWEST QUARTER OF SECTION 3, TOWNSHIP 4 SOUTH, RANGE 5 EAST, SALT LAKE BASE AND MERIDIAN, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT LOCATED SOUTH 89°48'35" WEST 334.11 FEET, THENCE SOUTH 4059.41 FEET FROM THE NORTH QUARTER QUARTER OF SECTION 3, TOWNSHIP 4 SOUTH, RANGE 5 EAST, SALT LAKE BASE AND MERIDIAN; THENCE SOUTH 00°22'08" WEST 5.08 FEET, THENCE WESTERLY ALONG THE ARC OF A NON-TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 570.00 FEET (RADIUS BEARS: NORTH 10°00'45" WEST) A DISTANCE OF 99.59 FEET THROUGH A CENTRAL ANGLE OF 10°00'39" CHORD: SOUTH 84°59'35" WEST 99.46 FEET, THENCE WEST 138.26 FEET, THENCE ALONG THE ARC OF A CURVE TO THE RIGHT WITH A RADIUS OF 295.00 FEET A DISTANCE OF 367.13 FEET THROUGH A CENTRAL ANGLE OF 71°18'16" CHORD: NORTH 54°20'52" WEST 343.89 FEET, THENCE NORTH 18°41'44" WEST 116.43 FEET, THENCE ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 371.00 FEET A DISTANCE OF 5.48 FEET THROUGH A CENTRAL ANGLE OF 00°50'45" CHORD: NORTH 1832'06" WEST 5.48 FEET, THENCE NORTH 61°39'41" EAST 5.08 FEET, THENCE SOUTHERLY ALONG THE ARC OF A NON-TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 366.00 FEET (RADIUS BEARS NORTH 72°01'44" EAST) A DISTANCE OF 6.32 FEET THROUGH A CENTRAL ANGLE OF 00°59'19" CHORD: SOUTH 18°27'55" EAST 6.32 FEET, THENCE SOUTH 18°41'44" EAST 116.44 FEET, THENCE ALONG THE ARC OF A CURVE TO THE LEFT WITH A RADIUS OF 290.00 FEET A DISTANCE OF 360.90 FEET THROUGH A CENTRAL ANGLE OF 71°18'16" CHORD: SOUTH 54°20'52" EAST 338.06 FEET, THENCE EAST 138.26 FEET, THENCE ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 565.00 FEET A DISTANCE OF 99.63 FEET THROUGH A CENTRAL ANGLE OF 10°06'13" CHORD: NORTH 84°56'47" EAST 99.50 FEET TO THE POINT OF BEGINNING.

LESS AND EXCEPTING THE FOLLOWING:

A PORTION OF THE SOUTH HALF 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 1/16TH SECTION LINE WHICH IS 927.04 FEET SOUTH AND 1341.65 FEET WEST FROM THE EAST QUARTER CORNER OF SAID SECTION 3, SAID QUARTER CORNER IS LOCATED 52.11 FEET NORTH AND 1.80 FEET WEST OF WASATCH COUNTY SURVEY MARKER (AS SHOWN ON THAT CERTAIN RECORD OF SURVEY MAP IDENTIFIED AS FILING NUMBER OWC-045-003-4-0424) AND RUNNING THENCE FOLLOWING THE LINE OF SAID SURVEY MAP THE FOLLOWING FOUR COURSES: 1) SOUTH 00°09'02" WEST 414.89 FEET ALONG THE 1/16TH LINE, 2) SOUTH 89°49'53" EAST 0.30 FEET, MORE OR LESS, TO THE NORTHWEST CORNER OF SAGE CREEK FARMS SUBDIVISION, 3) SOUTH 00°00'57" EAST 653.90 FEET ALONG SAID SUBDIVISION, 4) SOUTH 89°43'06" WEST 549.89 FEET, THENCE NORTH 00°00'57" WEST 288.79 FEET, THENCE SOUTH 89°59'03" WEST 350.22 FEET, THENCE NORTH 289.83 FEET, THENCE NORTH 87°10'06" WEST 60.08 FEET, THENCE SOUTH 717.96 FEET, THENCE WEST 689.86 FEET, THENCE NORTH 00°31'08" WEST 258.08 FEET, THENCE NORTH 00°30'11" WEST 405.26 FEET, THENCE NORTH 00°41'05" EAST 61.37 FEET, THENCE NORTH 00°25'54" EAST 662.29 FEET, THENCE SOUTH 89°34'05" EAST 74.02 FEET TO A POINT ON A NON-TANGENT 50.00 FOOT RADIUS CURVE

TO THE RIGHT, THENCE EASTERLY 95.72 FEET ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 109°41'26" (CHORD BEARS SOUTH 89°34'05" EAST 81.76 FEET) TO A NON-TANGENT LINE, THENCE SOUTH 89°34'05" EAST 198.24 FEET TO A POINT ON A NON-TANGENT LINE 50.00 FOOT RADIUS CURVE TO THE RIGHT, THENCE NORTHEASTERLY 47.86 FEET ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 54°50'54" (CHORD BEARS NORTH 63°00'28" EAST 46.06 FEET) TO A TANGENT LINE, THENCE SOUTH 89°34'05" EAST 103.27 FEET, THENCE NORTH 257.80 FEET, THENCE SOUTH 60°00'19" EAST 229.37 FEET, THENCE SOUTH 83°11'00" EAST 176.94 FEET, THENCE SOUTH 65°42'42" EAST 261.49 FEET, THENCE SOUTH 70°38'47" EAST 206.07 FEET, THENCE SOUTH 75°29'43" EAST 168.48 FEET, THENCE SOUTH 85°44'58" EAST 183.02 FEET, THENCE SOUTH 00°09'02" WEST 86.96 FEET TO THE POINT OF BEGINNING.

LESS AND EXCEPTING THAT PORTION LYING WITHIN THE CROSSINGS AT LAKE CREEK PHASE 1 SUBDIVISION LESS AND EXCEPTING THAT PORTION LYING WITHIN THE CROSSINGS AT LAKE CREEK PHASE 4 SUBDIVISION LESS AND EXCEPTING THAT PORTION LYING WITHIN THE CROSSINGS AT LAKE CREEK PHASE 14 SUBDIVISION

LESS AND EXCEPTING THAT PORTION LYING WITHIN PARCEL 00-0021-5700

LESS AND EXCEPTING THAT PORTION LYING SOUTH OF THE LINE DESCRIBED IN BOUNDARY LINE AGREEMENT ENTRY NO. 429186, IN BOOK 1170, AT PAGE 806, RECORDED SEPTEMBER 23, 2016 IN THE OFFICE OF THE WASATCH COUNTY RECORDER.

LESS AND EXCEPTING THAT PORTION LYING SOUTH OF THE LINE DESCRIBED IN BOUNDARY LINE AGREEMENT ENTRY NO. 429187, IN BOOK 1170, AT PAGE 812, RECORDED SEPTEMBER 23, 2016 IN THE OFFICE OF THE WASATCH COUNTY RECORDER.

TOGETHER WITH THAT PORTION LYING SOUTH OF THE 'SURVEY LEGAL' DESCRIBED IN DEED LINE AGREEMENT ENTRY NO. 341390, IN BOOK 976, AT PAGE 604, RECORDED OCTOBER 28, 2008 IN THE OFFICE OF THE WASATCH COUNTY RECORDER.

TOGETHER WITH THAT PORTION LYING SOUTH OF THE 'SURVEY LEGAL' DESCRIBED IN DEED LINE AGREEMENT ENTRY NO. 348156, IN BOOK 991, AT PAGE 716, RECORDED OCTOBER 28, 2008 IN THE OFFICE OF THE WASATCH COUNTY RECORDER.

PARCEL 4: (OWC-1441-4-003-045/00-0021-5699)

A PORTION OF THE SOUTH HALF 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 1/16TH SECTION LINE WHICH IS 927.04 FEET SOUTH AND 1341.65 FEET WEST FROM THE EAST QUARTER CORNER OF SAID SECTION 3, SAID QUARTER CORNER IS LOCATED 52.11 FEET NORTH AND 1.80 FEET WEST OF WASATCH COUNTY SURVEY MARKER (AS SHOWN ON THAT CERTAIN RECORD OF SURVEY MAP IDENTIFIED AS FILING NUMBER OWC-045-003-4-0424) AND RUNNING THENCE FOLLOWING THE LINE OF SAID SURVEY MAP THE FOLLOWING FOUR COURSES: 1) SOUTH 00°09'02" WEST 414.89 FEET ALONG THE 1/16TH LINE, 2) SOUTH 89°49'53" EAST 0.30 FEET, MORE OR LESS, TO THE NORTHWEST CORNER OF SAGE CREEK FARMS SUBDIVISION, 3) SOUTH 00°00'57" EAST 653.90 FEET ALONG SAID SUBDIVISION, 4) SOUTH 89°43'06" WEST 549.89 FEET, THENCE NORTH 00°00'57" WEST 288.79 FEET, THENCE SOUTH 89°59'03" WEST 350.22 FEET, THENCE NORTH 289.83 FEET, THENCE NORTH 87°10'06" WEST 60.08 FEET, THENCE SOUTH 717.96 FEET, THENCE WEST 689.86 FEET, THENCE NORTH 00°31'08" WEST 258.08 FEET, THENCE NORTH 00°30'11" WEST 405.26 FEET, THENCE NORTH

00°41'05" EAST 61.37 FEET, THENCE NORTH 00°25'54" EAST 662.29 FEET, THENCE SOUTH 89°34'05" EAST 74.02 FEET TO A POINT ON A NON-TANGENT 50.00 FOOT RADIUS CURVE TO THE RIGHT, THENCE EASTERLY 95.72 FEET ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 109°41'26" (CHORD BEARS SOUTH 89°34'05" EAST 81.76 FEET) TO A NON-TANGENT LINE, THENCE SOUTH 89°34'05" EAST 198.24 FEET TO A POINT ON A NON-TANGENT LINE 50.00 FOOT RADIUS CURVE TO THE RIGHT, THENCE NORTHEASTERLY 47.86 FEET ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 54°50'54" (CHORD BEARS NORTH 63°00'28" EAST 46.06 FEET) TO A TANGENT LINE, THENCE SOUTH 89°34'05" EAST 103.27 FEET, THENCE NORTH 257.80 FEET, THENCE SOUTH 60°00'19" EAST 229.37 FEET, THENCE SOUTH 83°11'00" EAST 176.94 FEET, THENCE SOUTH 65°42'42" EAST 261.49 FEET, THENCE SOUTH 70°38'47" EAST 206.07 FEET, THENCE SOUTH 75°29'43" EAST 168.48 FEET, THENCE SOUTH 85°44'58" EAST 183.02 FEET, THENCE SOUTH 00°09'02" WEST 86.96 FEET TO THE POINT OF BEGINNING.

LESS AND EXCEPTING THAT PORTION LYING SOUTH OF THE LINE DESCRIBED IN BOUNDARY LINE AGREEMENT ENTRY NO. 429187, IN BOOK 1170, AT PAGE 812, RECORDED SEPTEMBER 23, 2016 IN THE OFFICE OF THE WASATCH COUNTY RECORDER.

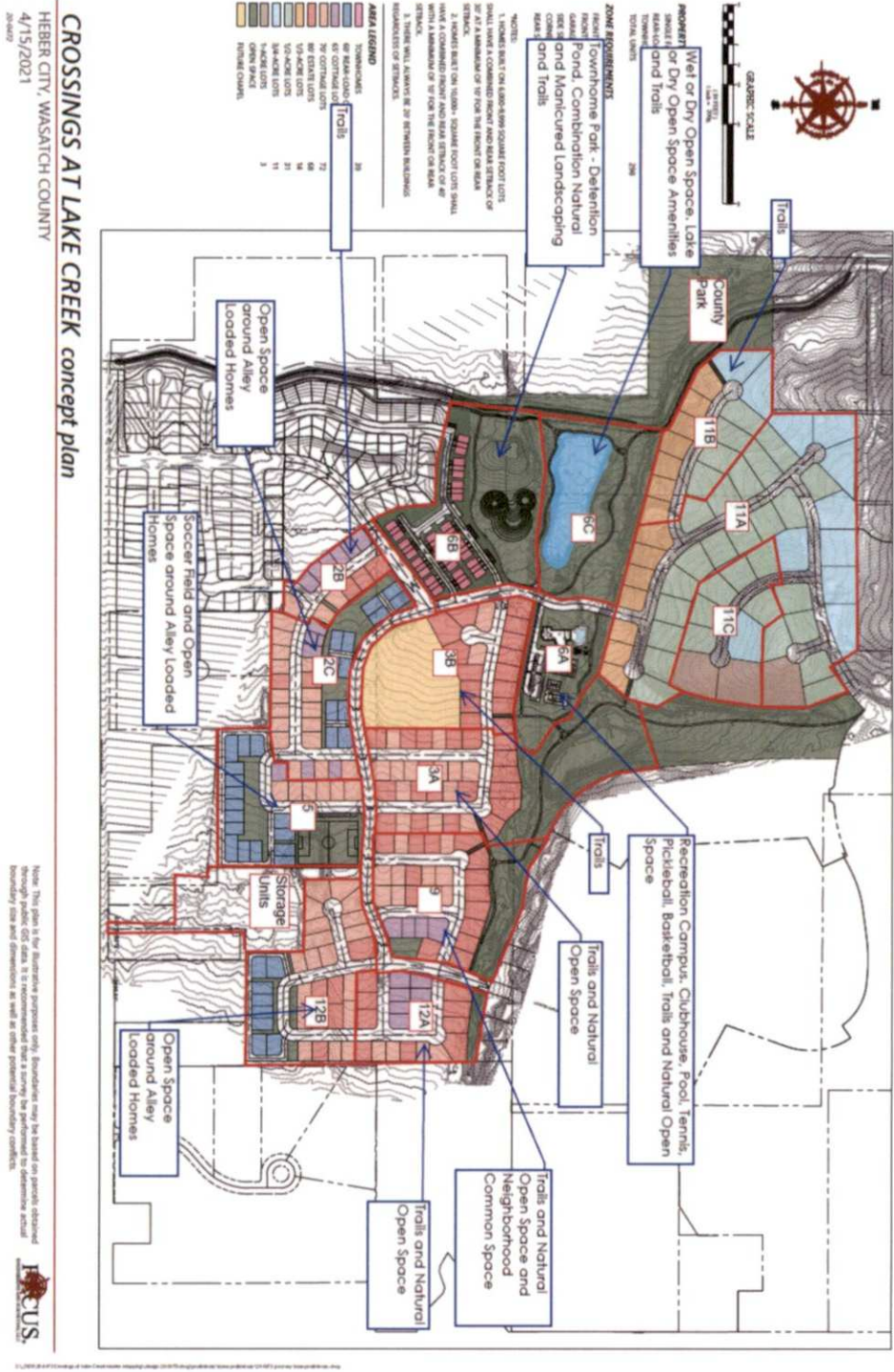


CROSSINGS AT LAKE CREEK record descriptions exhibit
20-0472



EXHIBIT Ad6-B

Layout



Note: This plan is for illustrative purposes only. Boundaries may be based on parcels obtained from the county assessor's office. Boundary lines and dimensions are as well as other potential boundary conflicts.

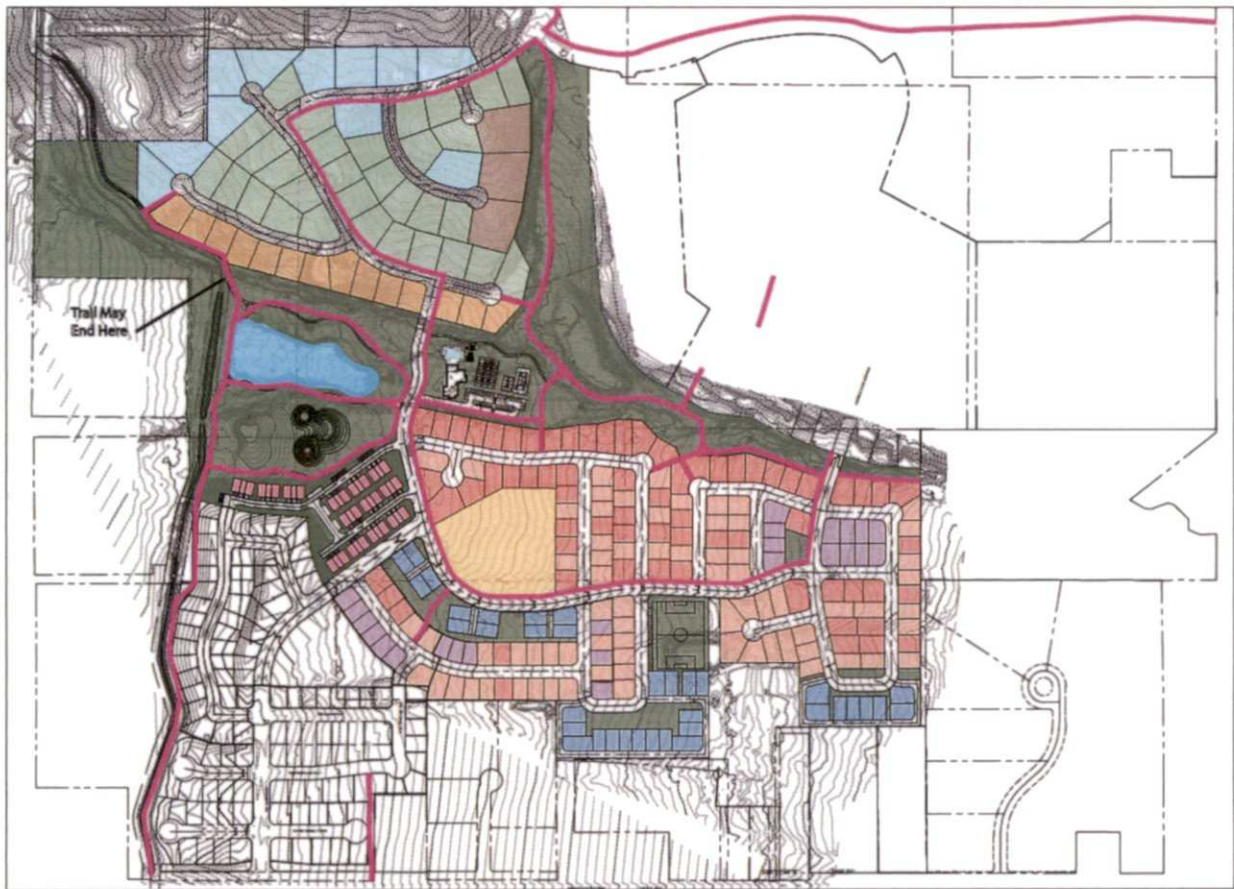




*The "Tennis, Basketball, Pickleball" courts may be combined multi-purpose courts at Developers sole discretion.

EXIBIT Ad6-C

Trail Plan



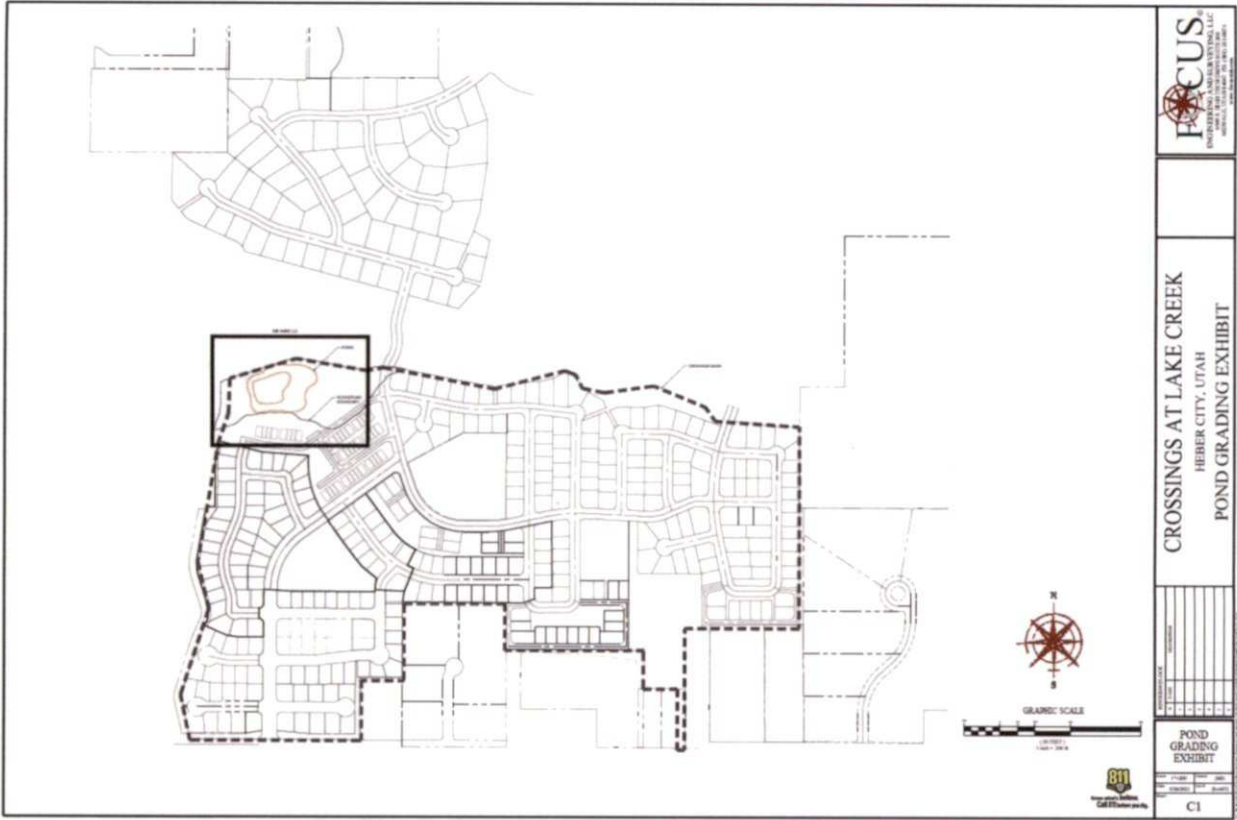
Developer trail obligation ends where the “trail may end here note is located” by the park.

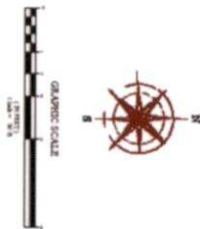
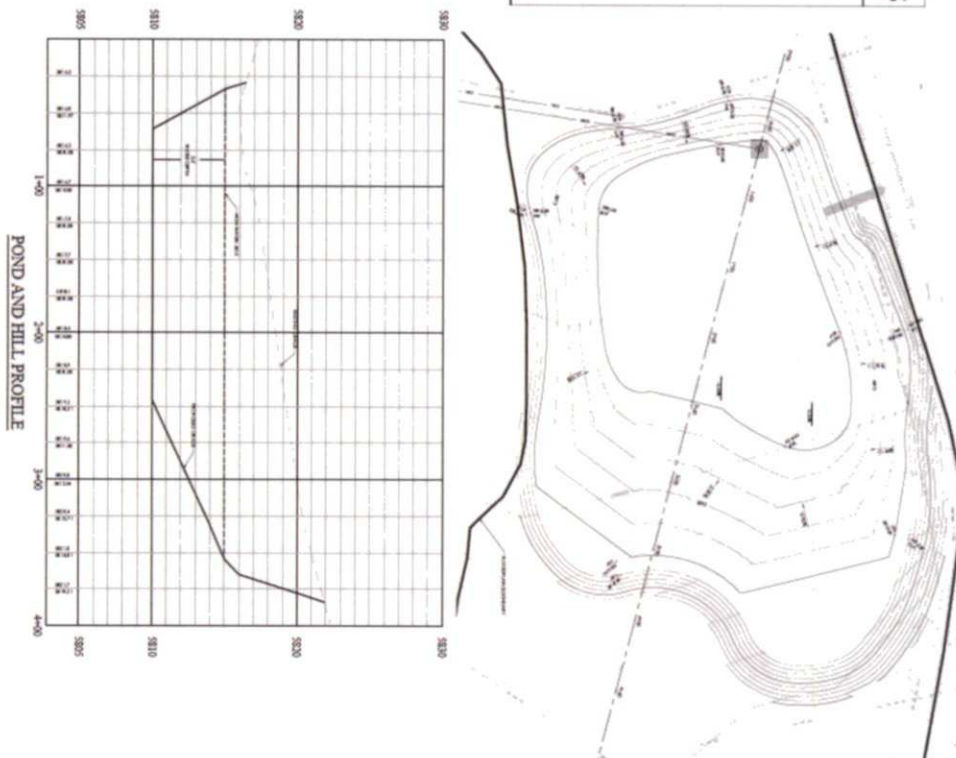
EXIBIT Ad6-D

Open Space



EXHIBIT Ad6-E
New Detention Area





	POND		
	GRADING		
	EXHIBIT		
C2			

CROSSINGS AT LAKE CREEK

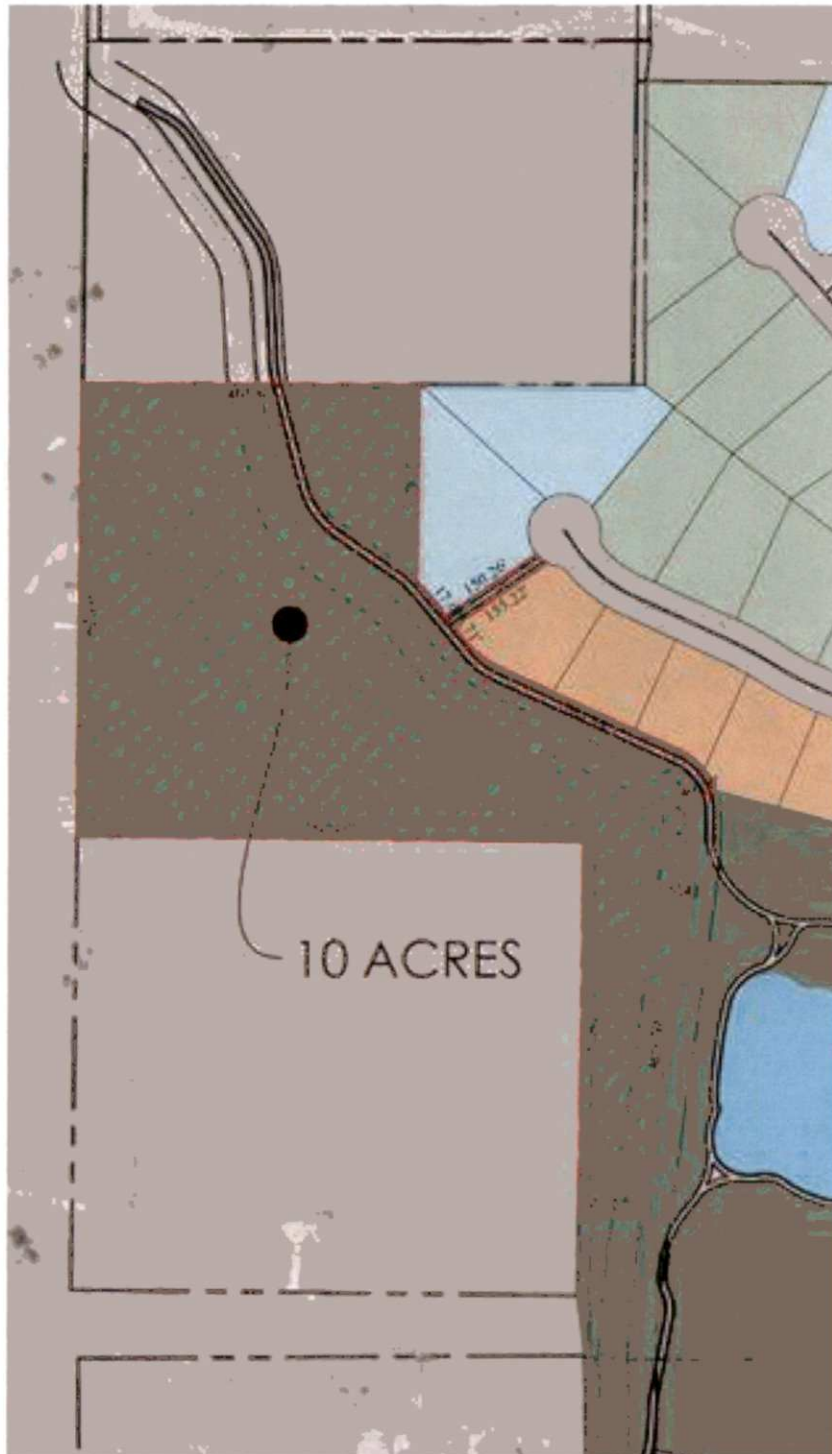
HEBER CITY, UTAH

POND GRADING EXHIBIT



EXIBIT Ad6-F

10 Acre Park



RESOLUTION AND TRANSFER AGREEMENT

regarding

THE CROSSINGS AT LAKE CREEK HOME OWNERS ASSOCIATION, INC.

Tracey Cannon (the "**Declarant**"), Wasatch County, (the "**County**"), and the CROSSINGS AT LAKE CREEK HOME OWNERS ASSOCIATION, INC. (the "**HOA**"), being signed by all the board members of the HOA, do by this resolution ("**Resolution**") consent to take the following actions and adopt the following resolutions on this 19th day of January, 2022 (the "**Effective Date**"). Collectively the Declarant and the HOA may be referred to as the "Parties".

WHEREAS, the Declarant has built and will build Open Space and Common Facilities within The Crossings at Lake Creek, including Phases 2, 3, 5, 6, 7B, 8B, 9, 11 and 12 (the "**Open Space**");

WHEREAS, the Declarant maintains maintenance responsibility for all Open Space prior to recording the plats for each phase of the Crossings at Lake Creek (the "**Maintenance Responsibility**");

WHEREAS, the Open Space is delineated on the plats of the Crossings at Lake Creek;

WHEREAS, prior to this Resolution, Section 8.2 of the Crossings at Lake Creek Development Agreement for Phases 2, 3, 5, 7A, 8A, 7B, 8B, 9, 10 and 12, signed March 20, 2007 (hereinafter the "**Development Agreement**") required the County to sign off on the written transfer agreement;

WHEREAS, the Declarant and HOA desire to transfer Open Space and Maintenance Responsibility upon recordation of each future plat;

WHEREAS, Wasatch County has agreed to no longer be required to sign off on any transfer of Open Space or Maintenance Responsibility from the Declarant to the HOA with the signing of this Resolution and as captured in future addendums to the Development Agreement, beginning with Addendum Three (3) for Phase 2A; and

WHEREAS, the Parties desire to document and ratify the process for transfer of all Open Space and Maintenance Responsibility for all future phases;

NOW THEREFORE, BE IT RESOLVED that the Declarant and the HOA hereby approve the following resolution:

1. The recitals above are explicitly made a part of this Resolution.

2. Notwithstanding Section 8.2 of the Development Agreement, the HOA and Declarant agree the following will govern the relationship between the Parties as it relates to this subject matter:

No Transfer Agreement Required. Approval by the County is not 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. The Developer may transfer ownership of all Open Space, Common Areas, and Facilities to the HOA upon recordation of the final plat for each Phase. The Developer may transfer all maintenance obligations for a Phase to the HOA upon Completion of each Phase of the Project, or at the request of the HOA. "Completion" in this paragraph shall mean as to each Phase that:

- (a) Grass seed has achieved at least 4" of total growth
 - (b) Trees planted
 - (c) Hard surfaces installed
 - (d) Vertical structures installed and certificate of occupancy received if applicable
 - (e) Irrigation installed and tested
 - (f) Or as mutually agreed between both parties
3. The HOA hereby accepts responsibility to maintain, regulate, and insure the Open Space, Common Areas, and Facilities of a Phase upon recordation of each plat or upon the Completion of each Phase.
4. The HOA agrees to take on all maintenance responsibilities for the Open Space, Common Areas, and Facilities of a Phase upon Completion. Transfer of maintenance responsibility shall occur at recordation for all Open Space, Common Areas, and Facilities parcels that are Complete. Transfer of maintenance responsibility may occur at recordation for all incomplete Open Space, Common Areas, and Facilities parcels but may also occur after recordation when the parcel is Complete.
5. The HOA maintains the right to forgo any measures of Completion and accept the maintenance responsibility of the Open Space, Common Areas, and Facilities in an as-is condition.
6. If Completion is achieved the HOA agrees to accept the maintenance responsibility without objection or delay.
7. Maintenance responsibility will be Transferred in writing from Declarant to HOA using a form similar to that attached as Exhibit A.
8. The HOA shall accept the Open Space, Common Areas, and Facilities AS-IS with no express or implied warranties.

9. Miscellaneous.

- a. All capitalized terms in this Agreement shall have the same meaning as in the Development Agreement.
- b. The Parties shall cooperate to file and record any documents needed to achieve the intention of this Resolution.
- c. This Resolution may be executed in as many counterparts as necessary or convenient and counterparts, when so executed, shall be deemed an original but all such counterparts shall constitute but one and the same agreement.

Signature Page Follows

IN WITNESS WHEREOF, the Declarant, County, and HOA approve and acknowledge the foregoing Resolution as of the Effective Date above.

DECLARANT:

Tracey M Cannon
Tracey Cannon Jan. 19, 2022

HOA BOARD MEMBERS:

Greg Tumulty Jan 21, 2022
Greg Tumulty (Jan 21, 2022 18:08 MST)
By: Greg Tumulty Date

R. Gold Jan 21, 2022
Roger Gold (Jan 21, 2022 18:48 MST)
By: Roger Gold Date

Roy Wasden Jan 21, 2022
Roy Wasden (Jan 21, 2022 18:30 MST)
By: Roy Wasden Date

Jonathan Cutting Jan 21, 2022
Jonathan Cutting (Jan 21, 2022 20:16 MST)
By: Jonathan Cutting Date

Karyn Anderson Jan 21, 2022
Karyn Anderson (Jan 21, 2022 21:39 MST)
By: Karyn Anderson Date

Exhibit A

Maintenance Responsibility Transfer Agreement Template

MAINTENANCE RESPONSIBILITY TRANSFER AGREEMENT

Tracey Cannon (the “**Declarant**”) and the CROSSINGS AT LAKE CREEK HOME OWNERS ASSOCIATION, INC. (the “**HOA**”), being signed by all the board members of the HOA, do by this transfer agreement (“**Agreement**”) consent to take the following actions and adopt the following resolutions on this ____ day of _____ 20____ (the “**Effective Date**”).

WHEREAS, the Declarant has built and will build Open Space and Common Facilities within The Crossings at Lake Creek, including Phases 2, 3, 5, 6, 7B, 8B, 9, 11 and 12 (the “**Open Space**”);

WHEREAS, the Declarant maintains maintenance responsibility, including insurance for all Open Space, Common Areas, and Facilities prior to recording the plats for each phase of the Crossings at Lake Creek (the “**Maintenance Responsibility**”);

WHEREAS, the Declarant and HOA have entered into a resolution regarding the transfer of Open Space and maintenance responsibility dated: _____ (“**Resolution**”); and

WHEREAS, the Declarant and the HOA desire to document and ratify the transfer of all maintenance responsibility as defined below;

NOW THEREFORE, BE IT AGREED that the Declarant and the HOA hereby approve the following agreement:

1. HOA accepts the Open Space, Common Areas, and Facilities of Phase ____ as described below AS-IS with no express or implied warranties.
2. HOA accepts all maintenance responsibility including insurance, liability and enforcement for the following parcels, Open Space, Common Areas, and Facilities within Phase ____ of the Crossings at Lake Creek:
 - a. Parcels _____
 - b. For a total acreage of _____
 - c. Which includes the following features and amenities:

Signature Page Follows

IN WITNESS WHEREOF, the Declarant and HOA approve the foregoing Resolution as of the Effective Date above.

DECLARANT:

HOA BOARD MEMBERS:

Tracey Cannon

By: Greg Tumulty Date

By: Roger Gold Date

By: Roy Wasden Date

By: Jonathan Cutting Date

By: Karyn Anderson Date











2022-0119 BOARD RESOLUTION and TRANSFER FOR FUTURE OPEN SPACE v.2.2

Final Audit Report

2022-01-22

Created:	2022-01-21
By:	Tracey Cannon (tmc@cannon-assoc.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAAdiarV1v8b1PI6nl0rlGcvtSzBgAXTjAd

"2022-0119 BOARD RESOLUTION and TRANSFER FOR FUTURE OPEN SPACE v.2.2" History

-  Document created by Tracey Cannon (tmc@cannon-assoc.com)
2022-01-21 - 3:12:48 AM GMT- IP address: 24.11.37.167
-  Document emailed to Greg Tumulty (tumultyg@gmail.com) for signature
2022-01-21 - 3:18:50 AM GMT
-  Email viewed by Greg Tumulty (tumultyg@gmail.com)
2022-01-21 - 4:56:04 AM GMT- IP address: 64.233.172.63
-  Document e-signed by Greg Tumulty (tumultyg@gmail.com)
Signature Date: 2022-01-22 - 1:08:09 AM GMT - Time Source: server- IP address: 73.131.201.194
-  Document emailed to Roy Wasden (wasden@sbcglobal.net) for signature
2022-01-22 - 1:08:11 AM GMT
-  Email viewed by Roy Wasden (wasden@sbcglobal.net)
2022-01-22 - 1:28:45 AM GMT- IP address: 67.195.51.172
-  Document e-signed by Roy Wasden (wasden@sbcglobal.net)
Signature Date: 2022-01-22 - 1:30:00 AM GMT - Time Source: server- IP address: 107.191.3.52
-  Document emailed to Roger Gold (r-gold@tamu.edu) for signature
2022-01-22 - 1:30:02 AM GMT
-  Email viewed by Roger Gold (r-gold@tamu.edu)
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Signature Date: 2022-01-22 - 1:48:24 AM GMT - Time Source: server- IP address: 67.186.244.3

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Signature Date: 2022-01-22 - 3:16:28 AM GMT - Time Source: server- IP address: 73.65.254.99

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2022-01-22 - 3:16:30 AM GMT

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2022-01-22 - 4:24:43 AM GMT- IP address: 73.131.201.5

 Document e-signed by Karyn Anderson (karynslc@gmail.com)

Signature Date: 2022-01-22 - 4:39:24 AM GMT - Time Source: server- IP address: 73.131.201.5

 Agreement completed.

2022-01-22 - 4:39:24 AM GMT