

**FOURTH AMENDMENT TO LAKESIDE NORTH MASTER PLAN
DEVELOPMENT AGREEMENT**

This FOURTH Amendment to Development Agreement (“Amendment”) is entered into this 11th day of November 2024, by and between Jordanelle Land Investors, LLC, a Utah limited liability company, SkyRidge Development LLC, a Utah limited liability Company, SkyRidge Golf Academy, Inc, a Utah Corporation, Jordanelle Golf Lodge, LLC, a Utah limited liability Company, and Wasatch County (collectively, the “*Parties*”).

WHEREAS, the Parties entered into the Lakeside North Master Plan Development Agreement (the “Original DA”) on January 26, 2018, which is recorded as Entry #447878 in the recorder’s office of Wasatch County;

WHEREAS, this Fourth Amendment only applies to the Lodge Parcel, as shown in Exhibit Ad4 - A (“Lodge Parcel”), the Parking Parcel, as shown in Exhibit Ad4 - A (“Parking Parcel”), the Golf Academy Parcel, as shown in Exhibit Ad4 - A (“Golf Academy Parcel”). 14 ERU’s have been deleted from the Subdivisions listed in Preliminary plan from the 3rd Amended DA, so as to facilitate the 34 ERU’s on the Lodge Parcel, as shown in Exhibit Ad4 – A, which Lodge Parcel, Parking Parcel, Golf Academy Parcel are collectively referred to as the Amendment Property (“Amendment Property”); and

WHEREAS, the Parties entered in the First Amendment to the Lakeside North Master Plan Development Agreement (the “1st Amended DA”) on May 17, 2019, which is recorded as Entry #463725 in the recorder’s office of Wasatch County;

WHEREAS, the Parties entered in the Second Amendment to the Lakeside North Master Plan Development Agreement (the “2nd Amended DA”) on December 22, 2020, which is recorded as Entry #491157 in the recorder’s office of Wasatch County;

WHEREAS, the SkyRidge Master Plan and Preliminary Plan were amended by the Wasatch County Council on March 3, 2021, which changes included allowing the Golf Academy Lodging Facility (“Lodge”) as a permitted use, and such amendments were required to be memorialized in a Third Amendment to DA; and

WHEREAS, the master plan amendments granted on March 3, 2021 also approved certain amenities including parking on the Parking Parcel; and

WHEREAS, the Parties entered in the Third Amendment to the Lakeside North Master Plan Development Agreement (the “3rd Amended DA”) on August 12, 2021, which is recorded as Entry #505907 in the recorder’s office of Wasatch County;

WHEREAS, the 3rd Amended DA, the 2nd Amended DA, 1st Amended DA and the Original DA are collectively called the DA in this Amendment (collectively, the “DA”); and

WHEREAS, in the course of considering and approving the Site Plan for the Lodge, the Site Plan for the Parking Parcel (providing off-site parking for the Lodge), and a small scale

final subdivision for the Parking Parcel, collectively, the Applications,, (“Applications”), which will be processed concurrently, Developer requested limited changes and clarifications to the Final Approval for the SkyRidge Subdivision SkyRidge Lodge Parcel, Plat 3C as it applies to the Lodge, and also changes and clarifications to the Welcome Center (now the Parking Parcel providing off-site parking for the Lodge) and adjacent uses as shown in the 3rd Amended DA, including Exhibit O thereto, and the associated preliminary plan, so as to facilitate that properties use as off-site parking for the Lodge; and

WHEREAS, on October 17, 2024, following review and recommendation by the County’s Development Review Committee, after a public hearing was held by the same body on September 17, 2024, and after notice as required, the Applications were recommended at a public meeting by the Wasatch County JSPA PC (“JSPA PC”) to the County legislative body; and

WHEREAS, on September 12, 2024, following review and recommendation by the County’s Development Review Committee, and after notice as required under Utah Code §17-27a-205, the Applications were considered at a public hearing by the Wasatch County Planning Commission (“Planning Commission”), and were recommended to the County legislative body; and

WHEREAS, the Planning Commission also recommended that this Agreement be forwarded for consideration by the County’s legislative body (“County Council”, further defined below);

WHEREAS, this Agreement is a legislative development agreement in connection with which the Applications are also being considered and approved, the County Council will serve as the land use authority for the Applications (*See* Section 16.01.05 of the County Code; Utah Code §17-27a-103, 501, 528); and

WHEREAS, On November 6, 2024, after notice as required under Utah Code § 17-27a-205, the County Council adopted Ordinance No. 24-11 (“Golf Lodge Ordinance”) approving the Applications and this Agreement; and

WHEREAS, the Parties intend that this Agreement, and the County’s approval of this Agreement pursuant to the Golf Lodge Project Ordinance, constitute a Land Use Regulation, as that term is defined in Utah Code § 17-27a-103; and

WHEREAS, due to the very limited circumstances in which a Lodge such as this would be applied for in the County, and the very limited circumstances existing here, as described below, which justify allowing the uses or development of land that applicable land use regulations governing the area would otherwise prohibit, the County Council has elected to authorize this Agreement rather than amend the Wasatch County Code; and

WHEREAS, this Amendment modifies the DA only to the extent it varies from the DA, but otherwise does not modify the DA, or the Preliminary except for the deletion of a parcel to maintain the required ERU numbers, for the Property, and does not alter the DA as it applies to

any property besides the Amendment Properties; and

WHEREAS, Jordanelle Golf Lodge, LLC and SkyRidge Golf Academy, Inc. hold legal title to the Amendment Property attached as Exhibit Ad4-A to this Amendment; and

WHEREAS, the parties understand and agree that pursuant to Utah Code §17-27a-528(2)(a)(iii), this Agreement allows for the “use or development of land that applicable land use regulations governing the area subject to this Agreement would otherwise prohibit” because the County’s “legislative body has approved this Agreement in accordance with the same procedures for enacting a land use regulation;” and

WHEREAS, this Agreement has been approved according to the processes set forth in Utah Code §17-27a-502; and

WHEREAS, the uses and Development rights that the otherwise applicable land use regulations may prohibit are set forth in Sections 3-6 of this Agreement, however, except as expressly set forth in this Agreement, Development of the Project will be pursuant to, and comply with, the County Code, other provisions of Applicable Law, and the DA; and

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

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

NOW, THEREFORE, in consideration of the mutual promises, covenants, and provisions set forth herein, the receipt and adequacy of which are hereby acknowledged, the Parties agree as follows:

AGREEMENT

1. **Amendment to Recitals.** The Recitals of this Amendment are hereby adopted.
2. **SkyRidge Amenities and Recreation Facilities.** The row of the table shown in Section 3.1(b)(9) of the DA for Permitted Recreational Facility is modified as follows:

SkyRidge Amenities and Recreation Facilities		
<u>Amenity or Recreational Facility</u>	<u>Description</u>	<u>Date of Substantial Completion and Maintenance Responsibility</u>
Permitted Recreational Facility: Welcome Center	Welcome Center with buildings up to 1,500 square feet that includes Tennis Court and Pickle Ball Courts. These courts shall be open to the public and is depicted in Exhibit O.	At developer's discretion (anticipated in Phase 2) Maintained by Master Developer or HOA

Required - Off-Site Parking Lot	Parking Lot and Associated Landscaping Improvements as depicted in Exhibit Ad-4 O.	Prior to Certificate of Occupancy for any portion of the Golf Lodge. Maintained by the Owner of the Lodge Parcel.
Conditionally Required Amenity-Community Park	A park as shown in the Preliminary Application and as shown in Exhibit L, which includes a pavilion with picnic tables in compliance with the JSPA Handbook (including materials), and trails to it.	Within in 12 months of a Certificate of Occupancy being issued for the Golf Lodge

Additionally, Exhibit O to the DA is hereby superseded and replaced as depicted in Exhibit Ad-4 O.

3. Site Plan for SkyRidge Golf Lodge. Section 3.1(b)(17) of the DA for Construction of Golf Lodge is superseded and replaced as follows:

(17) *Construction of SkyRidge Golf Lodge.* Notwithstanding any contrary provision of the County Code, Developer may construct the Lodge as shown in Exhibit Ad4-M. In 2021, the Council approved up to 27 ERU's for the Lodging Facility, with 20 ERU's coming from the removal of the 20 ERU's of townhome product in the location of the Lodge and allowing for the 7 ERU's to be deleted from other phases of the Project. The Developer will show an ERU accounting with each phase for final subdivision approval to show from the total ERU's do not exceed 503 ERU's. The Developer has reduced 14 ERU's from the Preliminary Planed Subdivisions to facilitate the Lodging Facility using 34 ERU's. The Developer may use up to 34 Residential ERU's of the Project's total 503 Residential ERU's in such Lodging Facility in a condominium configuration that shall be available for nightly rental as long as the total ERU's do not exceed 503. The primary reason the ERU's increased from 27 ERU's to 34's ERU's is due to the studio units increasing slightly in size from 495 sq. ft. to 555 sq. ft. to fit better with a mountain resort property. Lodge commercial space, common area, back of house space and administrative areas shall not count against Residential ERU's. Allocation of these 34 Residential ERU's will be determined by unit size square footage as outlined in Title 16 of the Wasatch County Code by unit square footage as follows:

<u>UNIT SIZE</u>	<u>ERU'S</u>
Not to exceed 500 sf including bathroom areas, but not including corridors outside of room	0.25
Not to exceed 700 sf including bathroom areas but not corridors outside of rooms	0.33
Not to exceed 1000 sf and not to exceed 1 1/2 baths	0.5

Not to exceed 1500 sf	0.75
Over 1500 sf	1.00

Pursuant to the Site Plan, the Lodge will be developed in accordance with the following:



theStelle Lodge

Program Summary - 10/02/2024

POSS ARCHITECTURE+PLANNING
INTERIOR DESIGN

ROOM TYPE	UNIT SQ. FT.	ROOM KEYS	NUMBER OF UNITS	% OF UNIT TYPES	TOTAL SQ. FT.	TOTAL ROOM KEYS	ERU'S
Studio	550	1	21	33%	11,555	21	6.93
Studio Suite	772	1	2	3%	1,544	2	1.00
Double Studio	925	1	4	6%	3,704	4	2.00
1 Bed Suite	885	1	18	28%	15,906	18	9.00
2 Bed Bunkroom Suite	1,245	1	8	13%	9,960	8	6.00
2 Bed Suite	1,476	1	8	13%	11,808	8	6.00
3 Bed Suite	2,051	2	3	5%	6,153	6	3.00
TOTALS			64		60,630	67	33.93
<i>Note: Commercial square footage does not count towards ERU's</i>							
MIDA HOUSING UNITS	UNIT SQ. FT.	ROOM KEYS	NUMBER OF UNITS				
Studio	554	1	1				
1 Bed Suite	808	1	1				
3 Bed Suite	1,982	1	1				
TOTALS	3,344	3	3				
<i>Note: MIDA Housing Units do not count towards ERU's</i>							

- 4. MIDA Housing Units:** certain parties entered into a Tax Sharing and Reimbursement Agreement with the Military Installation Development Authority ("MIDA") on October 1, 2021 as part of the creation of the MIDA Golf and Equestrian Center Public Infrastructure District where by the Parties shall donate to MIDA a minimum of two condominiums ("MIDA Housing Units") consisting of a minimum of 3,250 residential square footage in the SkyRidge Golf Lodge upon the issuance of a Certificate of

Occupancy. Upon issuance of the Certificate of Occupancy, the MIDA Housing Units will be property owned by MIDA in the MRF Project Area and may then fall under Section 3(v) of the Restated and Amended West Side Interlocal Cooperation Agreement between MIDA and Wasatch County that was entered into on March 7, 2023. Pursuant to WCC 16.41.02.2.1.2.1, the assigned ERU value may be adjusted by the Legislative Body, after recommendation for or against by the JSPA PC. The ERU value may also be adjusted pursuant to this legislative development agreement pursuant to UCA § 17-27a-528. Due to the fact that this property is under contract to be owned by MIDA under the Tax Sharing and Reimbursement Agreement, based the Interlocal Agreement which exempts MIDA owned properties, in accordance with the spirit of the MIDA project in Wasatch County which includes assistance to the military, the fact that MIDA will use the MIDA housing units to support military use of the facility, and due to the fact that the MIDA owned property in the future could be subject to MIDA land use authority and then may not count as ERU's under Wasatch County land use authority, the MIDA Housing units listed in the table in Section 3 above will not count towards the ERU value for the Project.

5. **Height of the Lodge:** Notwithstanding any contrary provision of the County Code, the Lodge may exceed the otherwise applicable height allowed in the Overlay Zone, subject to the limitations of this Section and its subparts. The Lodge must not exceed the height as depicted in Exhibit Ad4-Height. The County agrees that a departure from the more typical height requirement in the Overlay Zone is appropriate for a number of reasons. The Lodge Property is partially in the Residential, Single Family portion of the JSPA Zone, which allows for heights of up to 35' or two and one half stories, whichever is greater. It is also partially in the Open Space portion of the JSPA Zone. The Lodge, as viewed from the street, and from the elevation of the street, will be an appropriate scale and will fit in with the surrounding uses and residential and clubhouse structures. The parties agree that the Lodge furthers the intent of the JSPA for a year round resort and is consistent with the JSPA Principals in the JSPA code sections 1.1.1, 1.1.4, and 5.1.1, that the JSPA should provide the guests and residents in the surrounding properties lodging, retail, dining, entertainment, transit and recreational activities on a year round basis, because providing for a world class lodge on the Lodge Parcel requires a mass, scale, and relationship to the Golf Academy that is only achieved by the proposed height and elevation. Additionally, the parties agree, that because the topography quickly drops from the road, and that the bottom floor of the Lodge is below the road which provides frontage for the Lodge, the impact of the height of the Lodge is significantly lower. As a result, the height of the Lodge appears typical for a single-family residence in area, from the vantage point of the road. The height of the Lodge from the elevation of the curb at the street in front of the lodge is approximately 34 feet with a front setback of approximately 145 feet from the road. The provision of three MIDA units in the Lodge also provides a substantial benefit, consistent with the purposes of MIDA of facilitating recreation facilities for military personnel, and the additional height helps facilitate this purpose in a feasible manner. Moreover, in certain commercial zones abutting residential units, as setbacks increase, additional height is permitted. *See* Section 16.21.19(A) of the County Code, providing for an additional two feet (2') of building height above twenty feet (20') for each additional one foot (1') of setback beyond what is required. The

setbacks from Lodge Property's boundary lines, as shown on Exhibit Ad4-Height, confirm that the maximum height provided for below is appropriate for the Property. The County Council unanimously Approved the Amended Master Plan with SkyRidge Golf Lodge on March 3, 2021. All these reasons together cause the County to approve the Lodge height as permitted.

- 6. Parking for Lodge:** Notwithstanding any contrary provision of the County Code, the parking for the Lodge is approved as shown in Exhibit Ad4-Parking ("Lodge Parking"). The County agrees that a distinction from the more typical parking requirement in the Overlay Zone is appropriate for a number of reasons. The JSPA typically requires the provision of WCC 16.33.07 & 16.41.5.8. to be followed, which requires the parking to be on-site or off-site within 200' of the use. County and Developer agree that all other requirements of WCC 16.33.07 can be complied with except for the off-site parking being within 200', the depth of the stalls being 20', the limit to the number of driveways there can be to a parking area, the requirement that parking be on the rear or side of buildings, and the prohibition on double stacked parking spaces. The parties agree that the Lodge Parking is consistent with the JSPA vision and purpose statement in JSPA code subsection 1.1.4(I) be adequate and accessible. The Developer is required to always maintain Valet Only Parking on the Lodge Site and shuttle service from the off-site parking when the Lodge is open. The off-site parking area will not be publicly accessed parking but will be valet and lodge employees and guests only. This will make the parking adequate and accessible. Having employee only parking helps ensure that the 18' depth of the stalls will not be a liability for the patrons or the public. The off-site parking will have a one-way shuttle turn around with a single entrance and exit. Additionally, the parties agree that the Lodge Parking furthers the JSPA Principals in the JSPA code sections 1.1.1, 1.1.4. The JSPA should provide the guests and residents a lodging, retail, dining, entertainment transit and recreational activities on a year-round basis, because providing for a world class lodge on the Lodge Parcel requires an impressive layout from the frontage, and requires an integrated relationship to the Golf Academy that is achieved by the proposed Lodge Parking. The Lodge parking is Valet Only with double-loaded stalls and shall be located at the front of the building to service Lodge. The Public will have no access to the Lodge parking area and the parking area shall be treated similar to back-of-house space that is accessed only by Lodge employees. Additionally, the provision of three MIDA units in the Lodge also provides a substantial benefit, consistent with the purposes of the MIDA, of facilitating recreation facilities for military personnel, and the Lodge Parking helps facilitate this purpose in a feasible manner. Moreover, the Developer has submitted, and the County's independent evaluation has confirmed, that the Lodge Parking is shown to be consistent with other resort developments and communities that have successfully provided parking to world class lodge facilities. The shared parking plan is hereby approved as proposed. Additionally, the parking stalls on the lodge site and with the shared clubhouse parking lot provide the needed parking for the Lodge guests and operations management employees, while the offsite parking will provide the needed parking for event guests and all other employees. All these reasons together cause the County to approve the Lodge Parking as permitted, and as further detailed in Exhibit Ad4 - O- Parking to meet the parking requirements of the Lodge.

- 7. Uses:** The Lodge Property is partially in the Residential, Single Family portion of the JSPA Zone, which allows for heights of up to 35' or two and one half stories, whichever is greater. It is also partially in the Open Space portion of the JSPA Zone. The Parking Parcel is in the Open Space portion of the JSPA Zone. The only designation in the JSPA that would have allowed for the Lodge is a resort village which would have required additional stipulations that would have been impossible to meet in this area, and the Open Space designation would not normally allow a parking lot. The County Council determines that the Lodge is allowed on the Amendment Property despite any conflict with the uses allowed in the JSPA Zone. Additionally, the offsite parking as depicted in Exhibit Ad4-Parking is allowed as an accessory use to the Lodge, regardless of any standards in the Wasatch County Code to the contrary. The parties agree that the offsite parking on the Parking Parcel and the use of the Amendment Property as a Lodge furthers the JSPA Principals in the JSPA code sections 1.1.1, 1.1.4. The JSPA should provide the guests and residents a lodging, retail, dining, entertainment transit and recreational activities on a year-round basis, because providing for a world class lodge on the Lodge Parcel requires an impressive layout from the frontage, and requires an integrated relationship to the Golf Academy that is achieved by the proposed Lodge Parking. Additionally, the provision of three MIDA units in the Lodge also provides a substantial benefit, consistent with the purposes of the MIDA, of facilitating recreation facilities for military personnel, and the Lodge Parking helps facilitate this purpose in a feasible manner.
- 8. Administrative Amendments:** The Lodge Final Site Plan is being approved prior to the completion of construction drawings for the building. It is possible that the Developer will desire slight or minor changes to the building footprint, building exterior, and site plan from the approved Site Plan when the Building Permit is submitted. It is the County's practice, in connection with the prosecution and enforcement of any land use decision, to administratively approve minor, inconsequential modifications, as determined in the discretion of the County. That process and the applicable standards are discussed in Section 16.27.10(D) of the County Code in the context of changes from preliminary approvals to final applications, but the concept is applied in the prosecution and enforcement of final approvals and site plan approvals as well. In accordance with the County's standard practice regarding land use decisions, Developer may, from time to time, propose amendments to the Site Plan, which, if proposed by Developer, may be considered and approved by the planning director, but only if such amendment represents a minor, inconsequential change to the Site Plan, and if such amendment is otherwise in compliance with Applicable Law. Nevertheless, Developer or the planning director, may refer any amendment initially proposed by the Developer to be considered by the applicable land use authority, including the JSPA PC or the County Council for approval.
- 9. Legislative Approval.** As set forth in the foregoing Recitals, and for the reasons outlined in the forgoing sections, this Amendment has been approved by the County Council pursuant to Utah Code §17-27a-502 after notice as required under Utah Code §17-27a-205. Thus, pursuant to Utah Code §17-27a-528, and as set forth in the Recitals, this Amendment allows uses and Development of land that applicable land use regulations would otherwise prohibit. The County Council finds this Amendment is consistent with


the General Plan in all material respects for this Project, notwithstanding any particular provision or provisions of the General Plan which may be interpreted to be inconsistent with this Amendment, and regardless of any contrary provision of the County Code. The legislative approval this Agreement only applies to this Amendment, as opposed to the DA.

10. Effectiveness. Except as modified hereby, the DA shall remain in full force and effect. On or after the effective date of this Fourth Amendment, each reference in the DA to "this Agreement," "hereunder," "hereof," "herein" or words of like import shall mean and be a reference to the DA as amended by this Fourth Amendment.

~ Signature pages follow ~

WASATCH COUNTY:

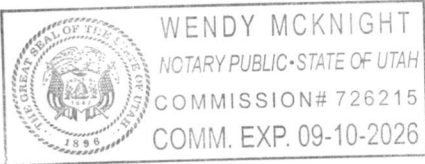
ATTEST:


By: 
Dustin Grabau, Wasatch County
Manager


Joey Granger, Wasatch County Clerk
Auditor

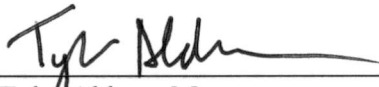
STATE OF UTAH)
 ss:
COUNTY OF WASATCH)

The foregoing instrument was acknowledged before me this 12 day of December 2024, 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 her capacity as the Wasatch County Clerk Auditor.



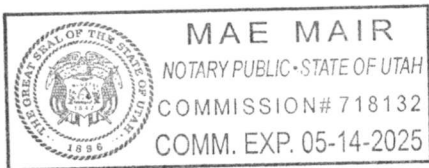

NOTARY PUBLIC
Residing at:
Wasatch

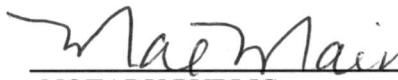
JORDANELLE LAND INVESTORS, LLC, a Utah limited liability company

By: 
Tyler Aldous, Manager

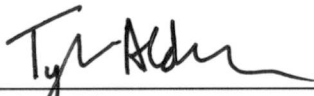
STATE OF UTAH)
 ss:
COUNTY OF SUMMIT)

The foregoing instrument was acknowledged before me this 21st day of November, 2024, by Tyler Aldous, who executed the foregoing instrument in his capacity as the Manager of Jordanelle Land Investors, LLC, a Utah limited liability company.



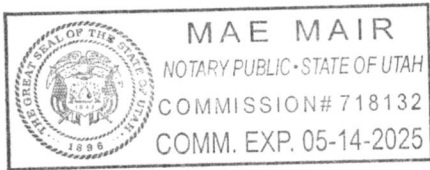

NOTARY PUBLIC
Residing at:
Heber City, UT

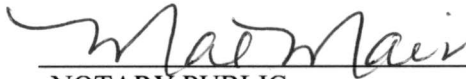
SKYRIDGE DEVELOPMENT, LLC, a Utah limited liability company

By: 
Tyler Aldous, Manager

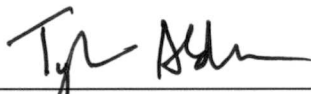
STATE OF UTAH)
 ss:
COUNTY OF SUMMIT)

The foregoing instrument was acknowledged before me this 21st day of November 2024, by Tyler Aldous who executed the foregoing instrument in his capacity as the Manager of SkyRidgeDevelopment, LLC, a Utah limited liability company.



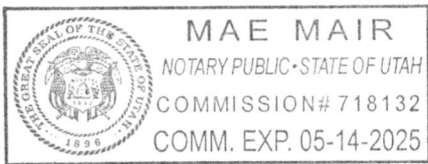

NOTARY PUBLIC
Residing at:
Heber City, UT

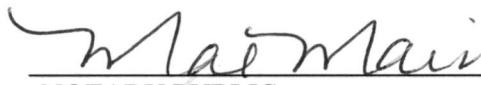
SKYRIDGE GOLF ACADEMY, INC., a Utah corporation

By: 
Tyler Aldous, Secretary

STATE OF UTAH)
 ss:
COUNTY OF SUMMIT)

The foregoing instrument was acknowledged before me this 21st day of November 2024, by Tyler Aldous who executed the foregoing instrument in his capacity as the Secretary of SkyRidge Golf Academy, Inc., a Utah corporation.




NOTARY PUBLIC
Residing at:
Heber City, UT

JORDANELLE GOLF LODGE, LLC, a Utah limited liability company

By: Tyler Aldous
Tyler Aldous, Manager

STATE OF UTAH)
 ss:
COUNTY OF SUMMIT)

The foregoing instrument was acknowledged before me this 21st day of November 2024, by Tyler Aldous, who executed the foregoing instrument in his capacity as the Manager of Jordanelle Golf Lodge, LLC, a Utah limited liability company.

Maë Mair
NOTARY PUBLIC
Residing at:
Heber City, UT

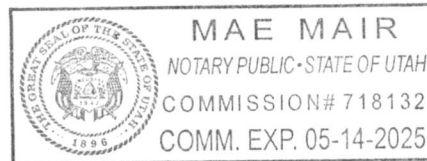


EXHIBIT Ad4-A – LEGAL DESCRIPTION
"Amendment Property"

SKYRIDGE LODGE PARCEL PLAT 3C LEGAL DESCRIPTION

A PARCEL OF LAND LOCATED IN THE NORTHEAST QUARTER OF SECTION 13, AND THE SOUTHEAST QUARTER OF SECTION 12, TOWNSHIP 2 SOUTH, RANGE 4 EAST, SALT LAKE BASE AND MERIDIAN. THE BASIS OF BEARING FOR THIS DESCRIPTION IS S 88° 39' 58" W BETWEEN THE FOUND MONUMENTS FOR THE NORTHEAST CORNER AND THE NORTH QUARTER CORNER OF SAID SECTION 13, MORE PARTICULARLY DESCRIBED AS FOLLOWS; BEGINNING AT A POINT WHICH IS S 88° 39' 58" W 817.18 FEET ALONG THE NORTH LINE OF THE NORTHEAST QUARTER OF SECTION 13 AND THENCE NORTH 76.10 FEET FROM THE NORTHEAST CORNER OF SECTION 13, TOWNSHIP 2 SOUTH, RANGE 4 EAST, SALT LAKE BASE AND MERIDIAN; SAID POINT ALSO BEING A POINT ON THE CONSTELLATION SUBDIVISION BOUNDARY ALSO BEING THE NORTH CORNER OF LOT 115 OF SAID CONSTELLATION SUBDIVISION ON THE RIGHT OF WAY LINE OF SKYRIDGE DRIVE;

THENCE ALONG SAID CONSTELLATION SUBDIVISION BOUNDARY FOR THE NEXT TWO COURSES;

THENCE, S 24° 08' 18" W 110.00 FEET;
THENCE, S 47° 44' 50" E 195.39 FEET;
THENCE, DEPARTING FROM SAID SUBDIVISION BOUNDARY S 43° 51' 14" W 16.98 FEET;
THENCE, S 64° 14' 10" W 88.01 FEET;
THENCE, S 47° 28' 34" W 118.36 FEET;
THENCE, S 26° 52' 19" W 122.02 FEET;
THENCE, S 8° 06' 58" W 114.36 FEET;
THENCE, S 3° 36' 04" W 61.71 FEET;
THENCE, N 86° 23' 56" W 261.83 FEET;
THENCE, N 20° 01' 25" W 180.95 FEET;
THENCE, N 13° 10' 37" E 131.17 FEET;

THENCE, N 18° 33' 01" W 144.66 FEET TO A NON-TANGENT CURVE CONCAVE TO THE NORTH WITH A RADIUS OF 530.00 FEET, SAID POINT ALSO BEING THE SOUTHERLY RIGHT OF WAY LINE OF SKYRIDGE DRIVE;
THE NEXT 3 COURSES ARE COMMON WITH THE RIGHT OF WAY LINE OF SKYRIDGE DRIVE AND OF CONSTELLATION SUBDIVISION,
THENCE, ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 18° 19' 13" FOR AN ARC DISTANCE OF 169.47 FEET (CHORD OF N 62° 17' 23" E 168.75 FEET);
THENCE, N 53° 07' 46" E 152.26 FEET TO A TANGENT CURVE CONCAVE TO THE SOUTH WITH A RADIUS OF 220.00 FEET;
THENCE, ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 61° 00' 32" FOR AN ARC DISTANCE OF 234.26 FEET (CHORD OF N 83° 38' 02" E 223.35 FEET) TO THE POINT OF BEGINNING.
CONTAINS 5.37 ACRES, MORE OR LESS.

SKYRIDGE OVERFLOW PARKING PARCEL PLAT 3F LEGAL DESCRIPTION

A PARCEL OF LAND LOCATED IN THE SOUTHWEST QUARTER OF SECTION 13, TOWNSHIP 2 SOUTH, RANGE 4 EAST, SALT LAKE BASE AND MERIDIAN. THE BASIS OF BEARING FOR THIS DESCRIPTION IS N 87° 04' 35" E BETWEEN THE FOUND MONUMENTS FOR THE SOUTHWEST CORNER AND THE SOUTH QUARTER CORNER OF SAID SECTION 13, MORE PARTICULARLY DESCRIBED AS FOLLOWS;

BEGINNING AT A POINT WHICH IS N 03° 26' 37" W 566.49 FEET ALONG THE WEST LINE OF SECTION 13 AND EAST 1095.82 FEET FROM THE SOUTHWEST CORNER OF SECTION 13, TOWNSHIP 2 SOUTH, RANGE 4 EAST, SALT LAKE BASE AND MERIDIAN;

THENCE CONTINUING ALONG THE WEST BOUNDARY OF THE SKYRIDGE DEVELOPMENT FOR THE NEXT 8 COURSES, N 35° 14' 07" W 88.61 FEET;

THENCE, N 13° 43' 18" W 209.40 FEET;
THENCE, N 24° 48' 15" W 374.64 FEET;
THENCE, N 46° 17' 20" E 130.72 FEET;
THENCE, N 04° 02' 18" W 234.73 FEET;
THENCE, N 12° 41' 38" E 108.53 FEET;
THENCE, N 80° 21' 42" E 510.07 FEET;

THENCE, S 67° 01' 12" E 41.81 FEET TO A POINT ON A NON-TANGENT CURVE CONCAVE TO THE NORTHWEST WITH A RADIUS OF 462.50 FEET, SAID POINT BEING ON THE WEST RIGHT OF WAY LINE OF THE JORDANELLE PARKWAY, THENCE, ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 28° 15' 33" FOR AN ARC DISTANCE OF 228.11 FEET (CHORD BEARING S 31° 05' 59" W FOR 225.81 FEET);

THENCE CONTINUING ALONG THE SAID RIGHT OF WAY FOR THE NEXT 5 COURSES, S 45° 13' 46" W 201.33 TO A POINT ON A TANGENT CURVE CONCAVE TO THE EAST WITH A RADIUS OF 637.50 FEET;

THENCE, ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 65° 49' 13" FOR AN ARC DISTANCE OF 732.35 FEET (CHORD BEARING S 12° 19' 09" W FOR 692.74 FEET);

THENCE, S 20° 35' 27" E 51.19 FEET TO A POINT ON A TANGENT CURVE CONCAVE TO THE WEST WITH A RADIUS OF 462.50 FEET;

THENCE, ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 05° 27' 40" FOR AN ARC DISTANCE OF 44.08 FEET (CHORD BEARING S 17° 51' 37" E FOR 44.07 FEET);

THENCE LEAVING SAID RIGHT OF WAY, S 34° 41' 29" W 16.44 FEET;

TO THE POINT OF BEGINNING.

CONTAINS 5.35 ACRES, MORE OR LESS.

Parcel ID: 00-0021-2807
Serial: 0010-7-013-024

SKYRIDGE GOLF ACADEMY PARCEL LEGAL DESCRIPTION

A PARCEL OF LAND LOCATED IN THE NORTHEAST QUARTER OF SECTION 13, AND THE SOUTHEAST QUARTER OF SECTION 12, TOWNSHIP 2 SOUTH, RANGE 4 EAST, SALT LAKE BASE AND MERIDIAN. THE BASIS OF BEARING FOR THIS DESCRIPTION IS S 88° 39' 58" W BETWEEN THE FOUND MONUMENTS FOR THE NORTHEAST CORNER AND THE NORTH QUARTER CORNER OF SAID SECTION 13, MORE PARTICULARLY DESCRIBED AS FOLLOWS;

BEGINNING AT A POINT WHICH IS S 88° 39' 58" W 817.18 FEET ALONG THE NORTH LINE OF THE NORTHEAST QUARTER OF SECTION 13 AND THENCE NORTH 76.02 FEET FROM THE NORTHEAST CORNER OF SECTION 13, TOWNSHIP 2 SOUTH, RANGE 4 EAST, SALT LAKE BASE AND MERIDIAN; SAID POINT ALSO BEING A POINT ON THE CONSTELLATION SUBDIVISION BOUNDARY ALSO BEING THE NORTH CORNER OF LOT 115 OF SAID CONSTELLATION SUBDIVISION ON THE RIGHT OF WAY LINE OF SKYRIDGE DRIVE; THENCE ALONG SAID CONSTELLATION SUBDIVISION BOUNDARY FOR THE NEXT TWO COURSES; THENCE, S 24° 08' 18" W 110.00 FEET;

THENCE, S 47° 44' 50" E 195.39 FEET;

THENCE, DEPARTING FROM SAID SUBDIVISION BOUNDARY S 43° 51' 14" W 16.98 FEET;

THENCE, S 64° 14' 10" W 88.01 FEET;
THENCE, S 47° 28' 34" W 118.36 FEET;
THENCE, S 26° 52' 19" W 122.02 FEET;
THENCE, S 8° 06' 58" W 114.36 FEET;
THENCE, S 3° 36' 04" W 99.92 FEET;
THENCE, S 0° 24' 56" E 225.58 FEET;
THENCE, S 23° 10' 17" E 418.43 FEET;
THENCE, S 9° 09' 37" W 203.57 FEET;
THENCE, S 18° 25' 16" W 74.37 FEET;
THENCE, S 48° 52' 00" E 141.63 FEET;
THENCE, S 11° 17' 26" W 23.20 FEET;
THENCE, S 40° 17' 40" E 95.33 FEET;
THENCE, S 48° 09' 37" W 110.00 FEET;
THENCE, S 53° 17' 02" E 185.56 FEET;
THENCE, S 36° 28' 18" W 155.49 FEET;
THENCE, S 89° 45' 45" W 1128.31 FEET;
THENCE, N 0° 00' 40" W 238.79 FEET;
THENCE, N 55° 57' 59" W 137.01 FEET;

THENCE, S 89° 59' 20" W 499.51 FEET TO THE SOUTHEAST CORNER OF LOT 128 CONSTELLATION SUBDIVISION;

THE NEXT 23 COURSES ARE COMMON WITH THE BOUNDARY OF CONSTELLATION SUBDIVISION, THENCE, N 5° 39' 19" E 108.87 FEET;

THENCE, N 11° 18' 12" E 64.14 FEET;

THENCE, N 10° 31' 16" E 99.52 FEET;
THENCE, N 28° 38' 01" E 182.48 FEET;
THENCE, N 25° 57' 58" E 96.59 FEET;
THENCE, N 22° 03' 31" E 86.52 FEET;
THENCE, N 16° 27' 35" E 58.04 FEET;
THENCE, N 11° 52' 26" E 60.39 FEET;
THENCE, N 7° 11' 45" E 60.41 FEET;
THENCE, N 4° 51' 35" E 104.05 FEET;
THENCE, N 7° 14' 47" E 97.77 FEET;
THENCE, N 8° 23' 35" E 95.46 FEET;
THENCE, N 17° 43' 28" E 89.18 FEET;
THENCE, N 28° 13' 23" E 93.09 FEET;

THENCE, N 20° 40' 52" E 101.84 FEET;
THENCE, N 19° 09' 06" E 98.41 FEET
THENCE, N 52° 34' 32" E 78.90 FEET;
THENCE, S 85° 43' 21" E 196.40 FEET;
THENCE, N 6° 57' 59" E 110.00 FEET;

THENCE, S 83° 02' 01" E 238.26 FEET TO A TANGENT CURVE CONCAVE TO THE NORTH
WITH A RADIUS OF 530.00 FEET;

THENCE, ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 43° 50' 12" FOR AN ARC
DISTANCE OF 405.50 FEET (CHORD OF N 75° 02' 52" E 395.88 FEET);

THENCE, N 53° 07' 46" E 152.26 FEET TO A TANGENT CURVE CONCAVE TO THE SOUTH
WITH A RADIUS OF 220.00 FEET;

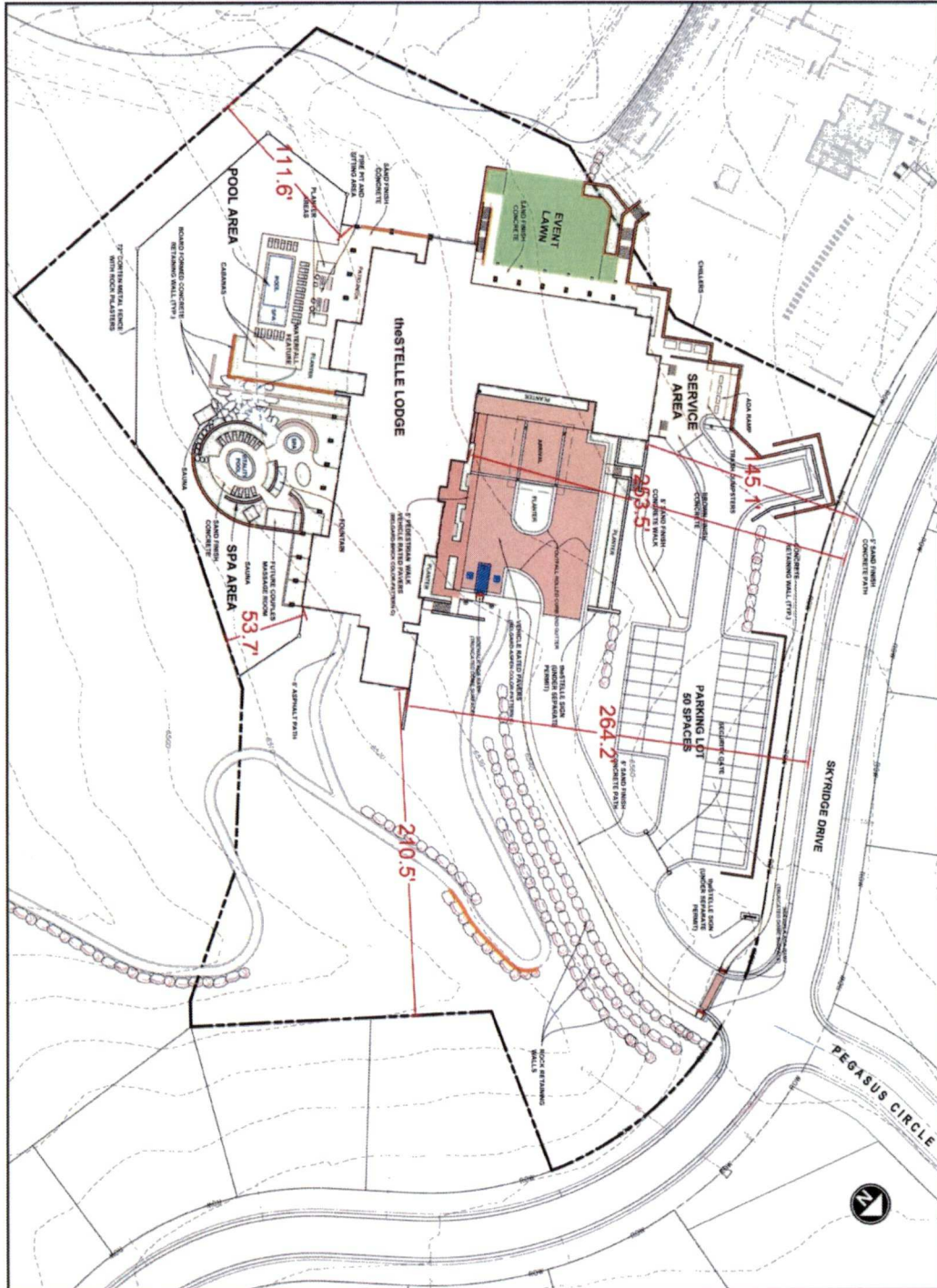
THENCE, ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 61° 00' 32" FOR AN ARC
DISTANCE OF 234.26 FEET (CHORD OF N 83° 38' 02" E 223.35 FEET) TO THE POINT OF
BEGINNING.

CONTAINS 57.97 ACRES, MORE OR LESS.

EXHIBIT Ad4-M – GOLF ACADEMY LODGING FACILITY

Exhibit M of the DA, as shown in the 3rd Amended DA, is deleted and replaced with the following:

Golf Academy Lodge Site Plan consisting of 34 Residential ERU's:



IT Ad4 - O – OFF-SITE PARKING FOR GOLF LODGE

Exhibit O of the 3rd Amended DA is deleted and replaced with the following:

This Exhibit, and the use of the Parking Property and Golf Academy Parcel for the benefit of the Lodge Parcel, hereby serves as a servitude on the Parking Property and the Golf Academy Parcel for the benefit of the Lodge Property and Wasatch County in perpetuity. This servitude shall run with the land. In the event that the Lodge Parking is no longer needed by the Lodge Parcel in the Developer's and the County's reasonable discretion, the County shall, upon a request by the Owner of the Parking Property, the Golf Academy Parcel, and the Owner of the Lodge Property, work in good faith to release the County's interest in this servitude.

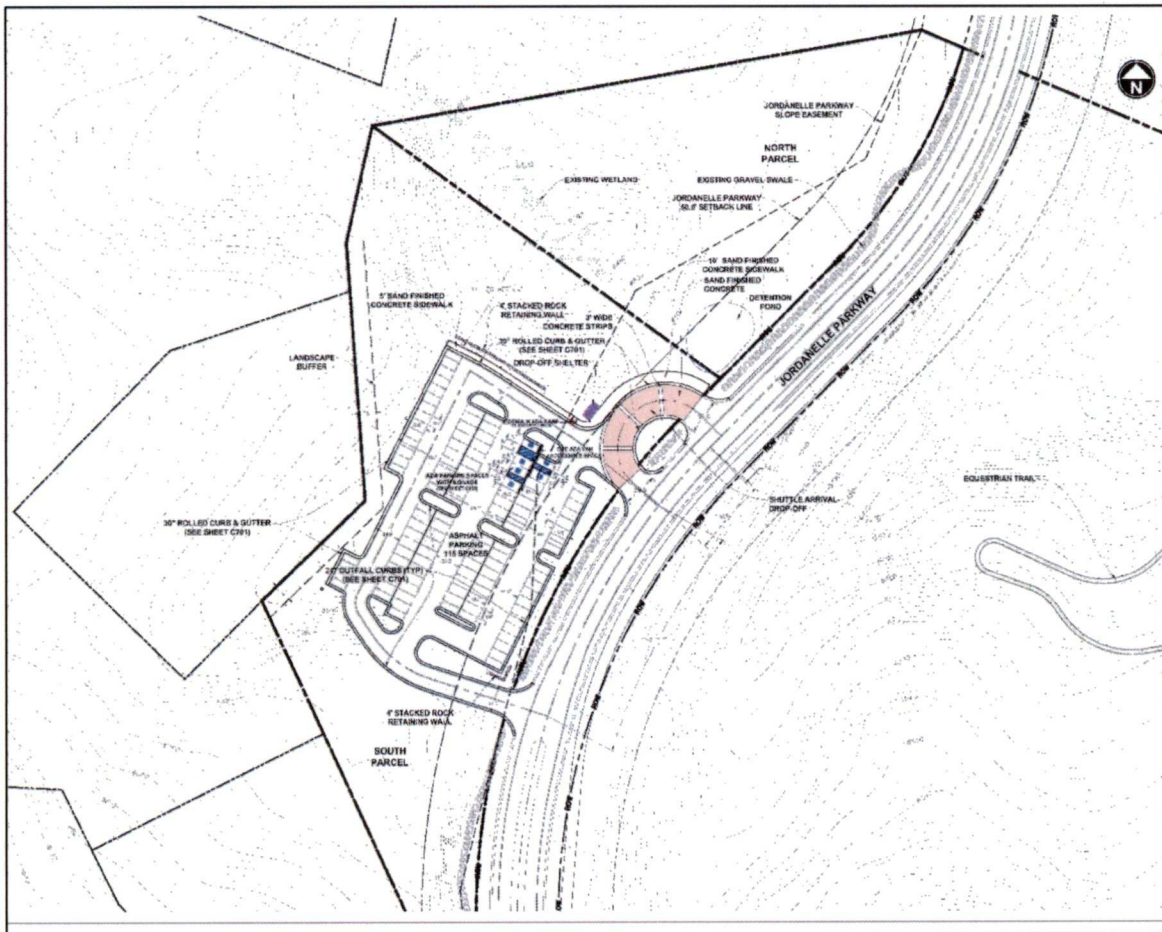


Exhibit Ad4 - P- Height

This exhibit depicts the maximum allowed height of the Lodge in relation to the topography and elevation on the Lodge Property.

