

**FIRST AMENDMENT TO THE WHISPER RIDGE AT STONE CANYON  
DEVELOPMENT AGREEMENT**

THIS FIRST AMENDMENT TO THE WHISPER RIDGE AT STONE CANYON DEVELOPMENT AGREEMENT (this "Amendment") is made as of the 14<sup>th</sup> day of January, 2014, by and between Henry Walker Construction of Northern Utah, LLC (as assignor) (the "Developer"), and Morgan County, a political subdivision of the State of Utah (the "County"). Defined terms used and not otherwise defined herein shall have the meanings set forth in the Development Agreement (as defined below).

**RECITALS**

A. Whisper Ridge Development, LLC, was the original "Developer" pursuant to that certain Whisper Ridge At Stone Canyon Development Agreement, dated July 27, 2007, and recorded as Entry 108742, Book 251, Page 617 in the office of the Morgan County Recorder (the "Development Agreement").

B. Whisper Ridge Development, LLC, ceased development on the project and Bank of American Fork, a Utah corporation took possession of the project. Developer, through its affiliates, subsequently purchased the project from Bank of American Fork.

C. Developer, as assignor, and the County desire to amend the Development Agreement as set forth herein.

NOW, THEREFORE, in consideration of the agreements and obligations set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. Successor Developer. Pursuant to Section 10.1 of the Development Agreement, the rights of the "Developer" under the Development Agreement may not be transferred or assigned without the written approval of the County. The foregoing notwithstanding, Section 1.4.11 of the Development Agreement defines "Developer" to include any successors and/or assigns of "Developer". Section 13.7 of the Development Agreement states that the Development Agreement "runs with all of the land subject to this Agreement" and that the burden and benefit of the Development Agreement shall bind and inure to the benefit of each of the parties successors, heirs, assigns and transferees. Finally, Section 13.8 permits the County to look to the property owners in the Project for performance of the provisions of the Development Agreement. As set forth in the recitals above, Developer is the largest property owner in the Project and received an assignment of all rights, title and interest of the prior "Developer" in connection with its acquisition of the Whisper Ridge Subdivision. In accordance with the foregoing, the Developer and the County both acknowledge and agree that Developer has all rights, title and interest in and to the Development Agreement, inures to all benefits thereunder and Developer agrees to perform all obligations of "Developer" under the Development Agreement.

2. Definition of Open Space. The following definition of "Open Space" is hereby added to the Development Agreement as Section 1.4.20:

"1.4.20 "Open Space" shall mean any/all real property owned and any improvements thereon dedicated and indicated on the plat for the common use and enjoyment of the property owners within the Project."

3. Construction of Project Improvements on Parcel C. The following sentence is hereby added to Section 3.1.4:

"Developer shall be permitted to construct an underground utility vault on Parcel C in accordance with the drawings provided by Developer to the County."

The drawings provided to the County in connection with this Section are attached to this Amendment as Exhibit A.

4. Parcel C Utility Vault. Exhibit B to the Development Agreement (Improvement Schedule) is hereby amended to include that an underground utility vault may be built on Parcel C in accordance with the drawing attached hereto as Exhibit A. All other items set forth on Exhibit B to the Development Agreement shall remain unamended.

5. Height Restrictions. Section 3.1.5 of the Development Agreement is hereby deleted in its entirety and replaced with the following:

"3.1.5 Height Restrictions. With respect to the development of dwelling units located within each Phase, each residential unit at any point shall adhere to current Morgan County height standards."

6. Parcel C Setbacks. The following is hereby added after the final sentence of Section 3.1.19:

"The required minimum setbacks for Parcel C shall be ten feet (10') on all sides."

7. Approved Use on Parcel C. A new Section 3.1.23 is hereby added to the Development Agreement as follows:

3.1.23. Parcel C Use. The construction and operation of an underground utility vault on Parcel C shall be authorized and permitted in accordance with Exhibit A hereto and without the need for a conditional use permit. Developer is still required to obtain the necessary building permit to construct the underground utility vault on Parcel C.

8. Secondary Access. A new Section 3.1.24 is hereby added to the Development Agreement as follows:

3.1.24. Secondary Access. The Emergency Access, as recorded on the Whisper Ridge at Stone Canyon Phase I PRUD plat, shall remain unobstructed and maintained in a manner to permit vehicular travel in order to provide a secondary access to Phase II of the Project.

9. Incorporation by Reference. The terms of the Development Agreement (as amended hereby) are hereby incorporated herein by this reference.

10. Counterparts. This Amendment may be executed in two or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.

[SIGNATURES TO FOLLOW]

IN WITNESS WHEREOF, the parties have executed this First Amendment to the Development Agreement as of the date first written above.

**"DEVELOPER"**

HENRY WALKER CONSTRUCTION OF  
NORTHERN UTAH, LLC  
a Utah limited liability company

By: Henry Walker Homes of Northern Utah, LLC  
Its Manager

By: Henry Walker Homes Group, Inc.  
Its Manager

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: CLO Secretary

STATE OF UTAH                    )  
  SS:  
COUNTY OF DAVIS            )



On the 13<sup>th</sup> day of January, 2014, personally appeared before me, Justin Atwater, as the CLO/Secretary of Henry Walker Construction of Northern Utah, LLC, the signer of the within instrument, who duly acknowledged to me that they executed the same.

Justin Atwater  
Notary Public

**"COUNTY"**

MORGAN COUNTY  
a political subdivision of the State of Utah

By: R Logan Wilde  
Name: R Logan Wilde  
Its: Council Chair

STATE OF UTAH                    )  
  SS:  
COUNTY OF MORGAN        )

On the 14 day of January, 2014, personally appeared before me, R Logan Wilde, as Council Chair of Morgan County, the signer of the within instrument, who duly acknowledged to me that they executed the same.



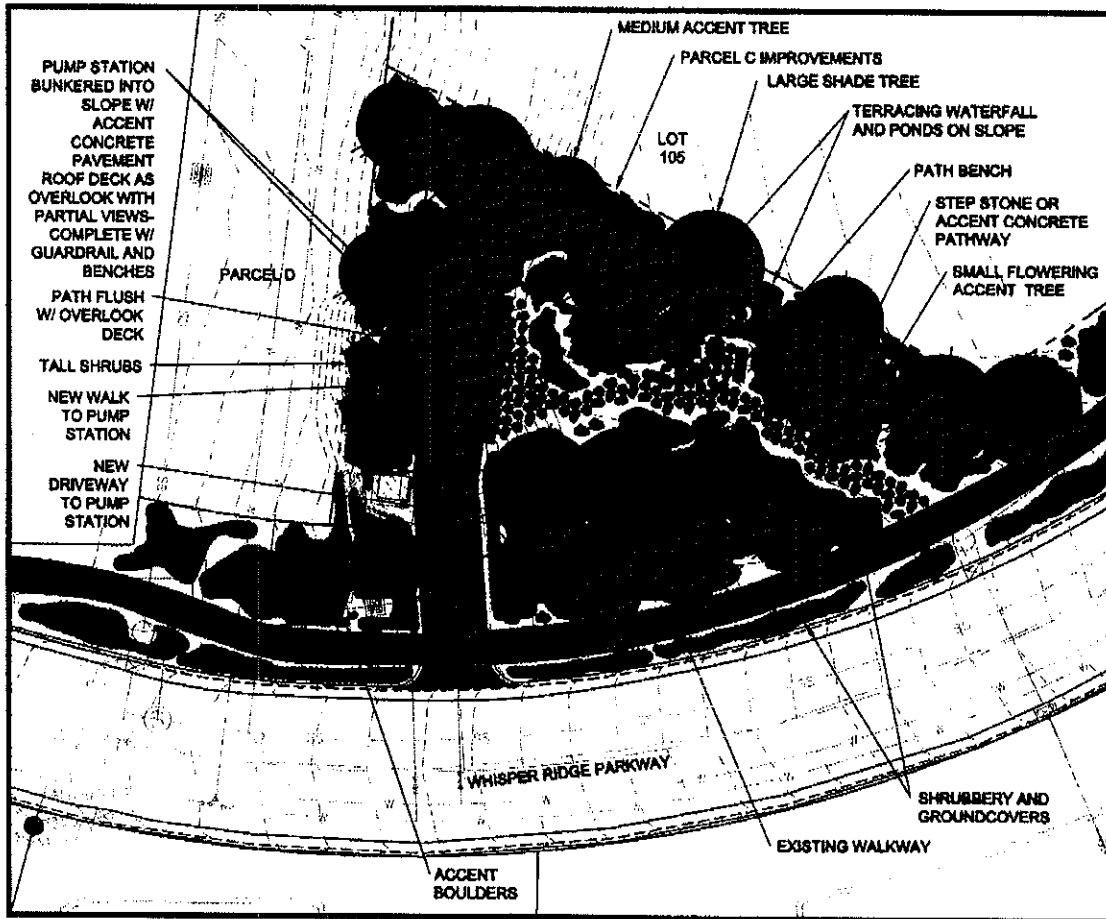
Coyann Kilmer  
Notary Public

Signature Page  
To The  
First Amendment

# EXHIBIT A

**PARCEL C  
BOOSTER PUMP  
STATION SITE AT  
WHISPER RIDGE  
MOUNTAIN GREEN, UT**

## **PRELIMINARY LANDSCAPE ENHANCEMENTS PLAN**



PREPARED BY:

STANTEC CONSULTING SERVICES INC.  
3995 S 700 E, SUITE 300  
SALT LAKE CITY, UT 84107  
(801) 261-0000 UPDATED: 12-06-13/CB/BS



GRAPHIC SCALE

10 0 10 32FT

EXHIBIT "B"

MORGAN - WHISPER RIDGE  
DESCRIPTION OF OVERALL PARCEL (PH.1 & 2);  
June 28, 2007

00-0005-3056

This parcel being a part of Morgan County Parcel Numbers 03-005-015/00-0003<sup>3330</sup> and 03-005-015-01 located in the Southwest Quarter of Section 22 and Morgan County Parcel Numbers 03-005-03-005-017-10, 03-005-017-10-1 and (See below) located in Section 27, Township 5 North, Range 1 East, Salt Lake Base and Meridian, being more particularly described as follows:

00-0073-8238

00-0075-2244

Beginning at the South Quarter Corner of Section 22, Township 5 North, Range 1 East, Salt Lake Base and Meridian, and running thence S00°13'58"W along the quarter section line 1378.05 feet; thence East 10.49 feet; thence S00°34'30"W 3191.37 feet; thence S 15°05'17"E 138.51 feet; thence S15°10'00"E 588.88 feet; thence S15°29'21"E 83.12 feet; thence N76°07'24"W 161.89 feet; thence S43°30'00"W 37.82 feet; thence S13°01'24"E 713.68 feet to a UDOT Right-of-Way line; thence S70°33'08"W 27.58 feet along said UDOT Right-of-Way line; thence S77°57'08"W 147.20 feet along said UDOT Right-of-Way line; thence Southwesterly 231.51 feet along a 1372.40 foot radius curve to the right through a central angle of 9°39'54", chord bears S82°47'04"W for 231.23 feet along said UDOT Right-of-Way line; thence Northerly along the centerline of Strawberry Creek the following two courses: N21°44'52"E 55.70 feet; thence N41°08'45"E 49.10 feet; thence N02°18'28"W 54.97 feet to a point on the westerly line of said Strawberry Creek; thence along said westerly line the following three courses: N32°46'31"E 28.48 feet; thence N45°01'22"E 81.05 feet; thence N04°26'28"E 38.25 feet; thence N00°22'15"E 97.89 feet to a point on the centerline of said Strawberry Creek; thence along said centerline the following four courses: N16°49'50"W 38.94 feet; thence N01°38'14"W 48.78 feet; thence N17°41'20"W 61.16 feet; thence N17°37'52"E 18.45 feet; thence leaving said centerline and running S89°22'05"E 132.01 feet; thence N13°01'24"W 160.40 feet; thence N00°13'58"E 170.02 feet; thence N82°45'25"W 309.81 feet; thence N81°20'04"W 276.93 feet; thence N13°43'58"W 249.88 feet; thence N15°33'20"E 289.88 feet; thence N03°40'30"E 242.04 feet; thence N08°19'22"W 578.89 feet; thence N10°32'01"W 228.18 feet; thence N17°42'21"W 200.95 feet; thence N17°45'20"W 223.07 feet; thence N30°49'15"E 130.31 feet; thence N00°35'27"E 140.20 feet to the Section line; thence N89°24'33"W 607.28 feet; thence N00°35'27"E 1963.04 feet; thence S82°00'00"E 113.00 feet; thence S67°00'00"E 102.00 feet; thence S79°38'39"E 374.28 feet; thence S82°24'00"E 237.34 feet; thence S00°10'28"E 408.59 feet; thence S89°58'47"E 515.78 feet to the Section Line; thence S00°04'30"W 1333.90 feet along the Section Line to the point of beginning.

Contains 87.818 Acres

- \* 03-WHRID1-0101 THRU
- 03-WHRID1-0164
- 03-WHRID1-05-A-NA THRU
- 03-WHRID1-05-C-NA
- 03-WHRID1-05-D
- 03-WHRID1-05-E-NA
- 03-WHRID1-05-F

00-0075-1101

THRU

00-0075-1170