

WHEN RECORDED RETURN TO:

Coalville City
Attn: Don Sargent
P.O. Box 188
Coalville, UT 84017

ENTRY NO. 01223431

08/06/2024 09:56:58 AM B: 2827 P: 1768

Agreement PAGE 1/8

RHONDA FRANCIS, SUMMIT COUNTY RECORDER

FEE 152.00 BY WOHALI BUILDERS LLC



**SECOND AMENDMENT
TO WOHALI MASTER PLANNED DEVELOPMENT:
DEVELOPMENT AGREEMENT**

This SECOND AMENDMENT TO WOHALI MASTER PLANNED DEVELOPMENT: DEVELOPMENT AGREEMENT (the “**Second Amendment**”) is made and entered into as of August __, 2024 (the “**Second Amendment Date**”) by and between COALVILLE CITY CORPORATION, a municipal corporation of the State of Utah (“**City**”), and WOHALI LAND ESTATES LLC, a Utah limited liability company (“**WLE**”).

RECITALS

A. Wohali Partners, LLC, a Utah limited liability company (“**Wohali Partners**”), an affiliate of WLE, and City entered into that certain Wohali Master Planned Development: Development Agreement, dated May 25, 2021, and recorded on July 14, 2021 as Entry No. 01168499 (the “**Original DA**”) with the Summit County Recorder’s Office (the “**Official Records**”), as amended by that certain First Amendment to Wohali Master Planned Development: Development Agreement, dated July 8, 2024, and recorded July 9, 2024 as Entry No. 01222316 in the Official Records (the “**First Amendment**,” and with the Original DA, the “**DA**”). The DA governs the development of approximately 1,664 acres of real property located in Coalville City, Summit County, Utah, as more particularly described in **Exhibit A** attached hereto (the “**Property**”), which Property is being developed as a master planned development, as more particularly set forth in the DA, and is to be known or referred to as “**Wohali**” (the “**Project**”).

B. In accordance with Section 10.4.2 of the DA, WLE, as the successor to Wohali Partners, has requested this “**Minor**” amendment, which may be approved by the appropriate official of the City.

C. By this Amendment, WLE and City desire to further amend the DA pursuant to the terms and provisions set forth herein.

AGREEMENT

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. **Incorporation/Interpretation.** All of the terms of the DA are incorporated into this Second Amendment, except as revised below. In the event of a conflict between the DA and this Second Amendment, this Second Amendment shall control. Capitalized terms in this Second Amendment shall have the same meaning given in the DA, except if there is a conflict, then this Second Amendment’s

definition shall control. The parties acknowledge the truth and accuracy of the above recitals and incorporate the same herein by this reference.

2. Support Facilities. Section 4.3 of the Original DA, as amended by the First Amendment, is hereby deleted in its entirety and replaced with the following:

4.3 SUPPORT FACILITIES

The Project includes various support facilities consistent with the Code. The approved configuration and design depicted on the Overall Land Use Plan includes 303 resort units located within the Project, which resort unit shall be designed and/or used for nightly rental use. Each resort unit (i) shall be made available for nightly rental use only through Master Developer's (or Master Developer Transferee's, which may include the applicable association) established rental program, which rental program must be operated by such Master Developer (or Master Developer Transferee); and (ii) shall have its owner and the rental program operator as a co-applicant apply for and maintain a "Short Term Rental License" in accordance with the Code, after the issuance of a certificate of occupancy. Master Developer (or Master Developer Transferee), through the association governing documents, shall (x) require every resort unit to be available for nightly rental use all nights of the year, except when engaged in repair or maintenance or owner use, as described in the following paragraph, (y) prohibit each owner from applying, filing, or otherwise submitting any documentation for a primary residence exemption for property taxes of the resort unit, as each resort unit is not to be used as a primary residence, and (z) require Master Developer (or Master Developer Transferee) to collect (or cause to be collected and paid), in a timely manner, transient room taxes due in connection with rentals of Resort Units, including the collection of transient room tax on an owner's use at the same transient room tax rates applicable to non-owner renters.

The resort units shall be on the same parcel with the golf course, or any other recreation parcel, as allowed by the MPD and the Code; provided, however, that the resort units, as designated on each plat, shall be permitted to be assigned separate tax parcels by Summit County for each resort unit in accordance with the Community Association Act; provided, further, that the buildings and/or envelopes encompassing the resort units shall be owned by the Master Developer (or Master Developer Transferee) and remain so into the future. Commons areas, including each building, shall be assessed to the Master Developer or the assigned association and each individual unit owner shall be assessed for the value of each resort unit, all in accordance with applicable law. The use of the resort units must be inextricably linked to the use of the golf course resort facility and any of its recreational amenities. The owners, members, and guests of the resort units may not establish permanent residency in these support facilities, which means they may not be occupied for thirty (30) or more consecutive days.

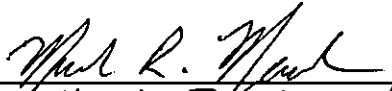
3. Cooperation. Promptly following the execution and recording of this Second Amendment, City and WLE shall, in good faith, cooperate with each other to cause the Summit County Assessor's Office to create, issue, or otherwise assign each resort unit to be its own separate tax parcel, including executing and delivering such further documents and perform such other acts as may be reasonably necessary or appropriate to accomplish the same.

4. Counterparts. This Second Amendment may be executed in counterparts, each of which, when so executed and delivered, shall constitute an original, and together shall constitute one and the same instrument.

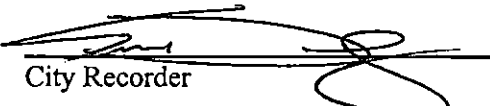
DATED as of the Second Amendment Date.

CITY:

COALVILLE CITY,
a Utah municipal corporation

By: 
Name: Mark R. Marsh
Its: Mayor

ATTEST:


City Recorder

APPROVED AS TO FORM:


Sheldon Smith, City Attorney

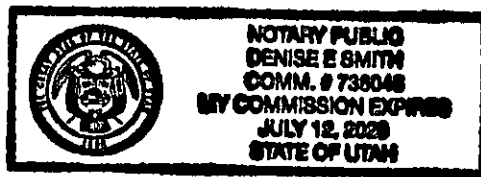
ACKNOWLEDGMENT

STATE OF UTAH)
) : ss
COUNTY OF SUMMIT)

The foregoing Second Amendment to Wohali Master Planned Development: Development Agreement was acknowledged before me this 6th day of August, 2024 by the following individuals signing on behalf of Coalville City, a Utah municipal corporation, MARK R. MARSH.


NOTARY PUBLIC

[Signatures continue on following page]



WLE:

WOHALI LAND ESTATES LLC,
a Utah limited liability company

By: John R. Kanzer
Name: John R. Kanzer
Its: Managing Partner

ACKNOWLEDGMENT

STATE OF UTAH)
: ss
COUNTY OF SUMMIT)

The foregoing Second Amendment to Wohali Master Planned Development: Development Agreement was acknowledged before me this 6th day of August, 2024 by the Managing Partner of Wohali Land Estates LLC, a Utah limited liability company.

Denise E. Smith
NOTARY PUBLIC

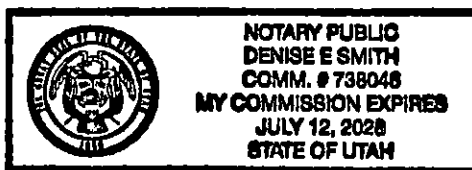


EXHIBIT A

Legal Description

AS SURVEYED PROPERTY BOUNDARIES:

PARCELS CT-383A, CT-383B, CT-383C, CT-383D, CT-445C, CT-445D, CT-445E, CT-445F, CT-445G AND CT-447

BEGINNING AT THE NORTHWEST CORNER OF SECTION 18, TOWNSHIP 2 NORTH, RANGE 9 EAST, SALT LAKE BASE & MERIDIAN AND RUNNING THENCE NORTH 89°17'21" EAST 3743.70 FEET; THENCE SOUTH 68°22'27" EAST 4064.63 FEET; THENCE SOUTH 07°52'29" EAST 389.20 FEET; THENCE SOUTH 47°07'37" EAST 154.00 FEET; THENCE SOUTH 82°44'47" WEST 124.14 FEET; THENCE SOUTH 16°39'37" WEST 201.00 FEET; THENCE SOUTH 89°08'37" WEST 1180.27 FEET; THENCE SOUTH 19°29'10" WEST 600.83 FEET; THENCE SOUTH 21°09'37" WEST 760.00 FEET; THENCE SOUTH 04°17'47" EAST 1014.00 FEET; THENCE SOUTH 21°37'45" WEST 300.59 FEET; THENCE SOUTH 72°41'44" WEST 146.45 FEET; THENCE SOUTH 89°40'27" WEST 241.57 FEET; THENCE SOUTH 07°14'02" WEST 1722.04 FEET; THENCE NORTH 27°14'35" EAST 114.04 FEET; THENCE SOUTH 67°22'47" WEST 402.44 FEET; THENCE NORTH 57°24'37" WEST 510.00 FEET; THENCE NORTH 63°41'17" EAST 935.37 FEET; THENCE NORTH 43°11'17" EAST 1302.00 FEET; THENCE NORTH 21°57'17" EAST 1025.00 FEET; THENCE NORTH 18°07'17" EAST 229.00 FEET; THENCE NORTH 63°49'37" EAST 624.00 FEET; THENCE SOUTH 03°27'17" EAST 1044.23 FEET; THENCE SOUTH 88°52'27" EAST 1431.59 FEET; TO THE POINT OF BEGINNING.

CONTAINS 88,460.836 SQ. FT. OR 1.92370 AC.

PARCEL CT-441


BEGINNING AT THE NORTHWEST CORNER OF SECTION 17, TOWNSHIP 2 NORTH, RANGE 9 EAST, SALT LAKE BASE AND MERIDIAN AND RUNNING THENCE SOUTH 88°27'17" EAST 1404.64 FEET ALONG THE SECTION LINE, MORE OR LESS, TO THE USA PROPERTY; THENCE SOUTH 85°55'37" EAST 277.00 FEET; THENCE SOUTH 19°33'47" EAST 802.00 FEET; THENCE SOUTH 28°19'37" EAST 162.60 FEET; THENCE SOUTH 01°08'27" WEST 182.65 FEET TO PARCEL NS-446; THE NEXT (C) COURSE ARE ALONG THE EXISTING FENCE LINE CORNER TO PARCEL NS-440; THENCE NORTH 80°42'37" WEST 1302.00 FEET; THENCE SOUTH 60°58'27" EAST 592.30 FEET; THENCE SOUTH 85°17'47" EAST 1492.26 FEET TO A 1/4" WY FENCE CORNER; THENCE SOUTH 10°11'37" EAST 628.22 FEET ALONG AN EXISTING LINE OF FENCE CORNER TO PARCEL NS-447; THENCE NORTH 89°39'37" WEST 1383.80 FEET ALONG THE PROJECTION OF AN EXISTING LINE OF FENCE TO THE WEST QUARTER-CORNER OF SAID SECTION 17, SAID QUARTER CORNER BEING MARKED WITH AN ORIGINAL STONE; THENCE NORTH 00°29'10" WEST 2,670.12 FEET ALONG THE SECTION LINE TO THE POINT OF BEGINNING.

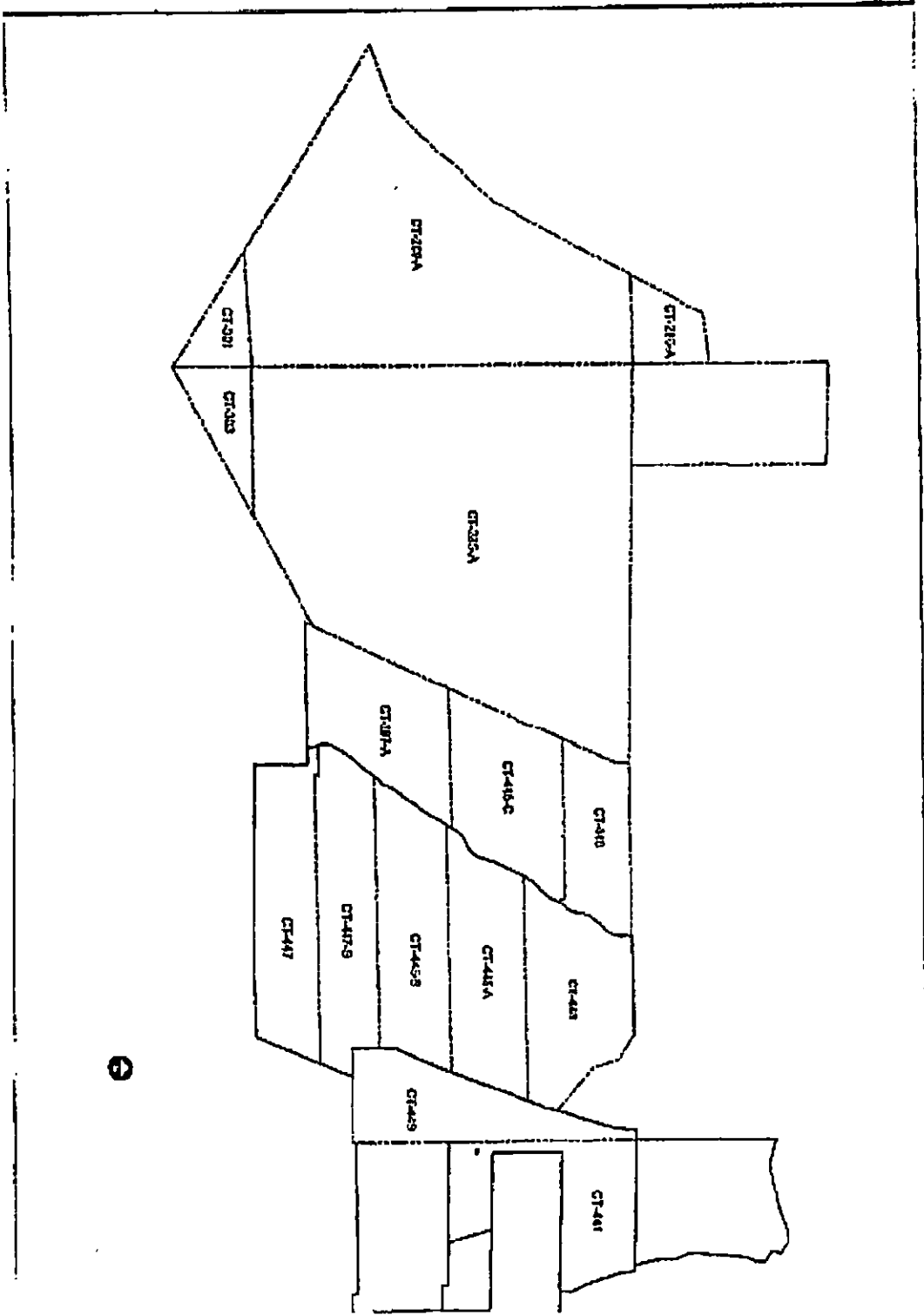
CONTAINS 68.83 AC.

PARCEL CT-449

BEGINNING AT THE NORTHEAST CORNER OF SECTION 18, TOWNSHIP 2 NORTH, RANGE 9 EAST, SALT LAKE BASE AND MERIDIAN AND RUNNING THENCE SOUTH 40°10'27" WEST 1330.00 FEET ALONG THE SECTION LINE; THENCE SOUTH 07°20'27" WEST 693.00 FEET; THENCE SOUTH 81°16'27" WEST 1240.00 FEET; THENCE SOUTH 16°52'17" WEST 744.00 FEET; THENCE SOUTH 13°56'47" WEST 712.00 FEET; THE NEXT (A) COURSE ARE ALONG THE ADJACENT WOHALI PARTNERS BOUNDARY AS DELINEATED BY AN EXISTING RECORD OF SURVEY; THENCE SOUTH 12°49'34" EAST 921.14 FEET; THENCE SOUTH 19°39'10" WEST 1382.00 FEET; THENCE SOUTH 21°07'17" WEST 704.00 FEET; THENCE SOUTH 07°42'47" EAST 592.00 FEET; THENCE NORTH 89°59'47" EAST 1312.27 FEET, MORE OR LESS, TO THE SECTION LINE; THENCE NORTH 08°27'46" WEST 1,392.27 FEET ALONG SAID LINE TO THE EAST QUARTER CORNER OF SECTION 18, SAID QUARTER CORNER BEING MARKED WITH AN ORIGINAL STONE; THENCE NORTH 00°35'10" WEST 2,670.12 FEET ALONG THE SECTION LINE TO THE POINT OF BEGINNING.

CONTAINS 69.86 AC.

	<p>WOHALI DEVELOPMENT AGREEMENT</p>	<p>PROJECT LITIGAL RESOLUTION A</p>
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WOHALI
DEVELOPMENT AGREEMENT

B PROJECT SITE DELINEATION



EXHIBIT A
PROPERTY DESCRIPTION

FOR INFORMATIONAL PURPOSES ONLY: PARCEL NO. CT-WOH-COMB

BEGINNING AT THE NORTHWEST CORNER OF SECTION 18, TOWNSHIP 2 NORTH, RANGE 5 EAST, SALT LAKE BASE & MERIDIAN AND RUNNING THENCE NORTH 89°11'21" EAST 3743.70 FEET; THENCE SOUTH 56°22'29" EAST 406.43 FEET; THENCE SOUTH 17°05'28" EAST 369.20 FEET; THENCE SOUTH 48°07'57" EAST 780.00 FEET; THENCE SOUTH 12°44'02" WEST 123.14 FEET; THENCE SOUTH 19°38'38" WEST 291.90 FEET; THENCE SOUTH 19°38'38" WEST 1180.02 FEET; THENCE SOUTH 19°38'38" WEST 160.08 FEET; THENCE SOUTH 23°08'38" WEST 700.00 FEET; THENCE SOUTH 0°42'14" EAST 201.86 FEET; THENCE SOUTH 0°42'14" EAST 387.14 FEET; THENCE SOUTH 89°59'49" EAST 387.39 FEET; THENCE SOUTH 21°37'45" WEST 483.72 FEET; THENCE SOUTH 21°37'45" WEST 960.50 FEET; THENCE SOUTH 88°26'37" WEST 1148.59 FEET; THENCE NORTH 89°17'17" WEST 2616.35 FEET; THENCE NORTH 0°11'51" WEST 746.45 FEET; THENCE SOUTH 89°14'02" WEST 245.57 FEET; THENCE SOUTH 89°14'02" WEST 1732.04 FEET; THENCE NORTH 24°14'35" EAST 114.04 FEET; THENCE SOUTH 61°22'24" WEST 4020.44 FEET; THENCE NORTH 57°24'30" WEST 5260.39 FEET; THENCE NORTH 69°41'17" EAST 935.37 FEET; THENCE NORTH 43°11'17" EAST 1900.00 FEET; THENCE NORTH 28°56'17" EAST 1025.00 FEET; THENCE NORTH 28°01'17" EAST 2293.08 FEET; THENCE NORTH 83°49'36" EAST 682.00 FEET; THENCE SOUTH 0°05'27" EAST 1048.23 FEET; THENCE SOUTH 88°52'20" EAST 5453.69 FEET; TO THE POINT OF BEGINNING. CONT 1525.72 AC.

(LESS 72.48 AC #1168146 NKA WOHALI SUBDIVISION PH 1) BAL 1453.24 AC
(LESS 62.66 AC #1211487 WOHALI PHASE 1B SUBDIVISION) BAL 1,390.69 AC
(LESS 7.22 AC #1212847 WOHALI PHASE 2A RESORT UNIT PROJECT) BAL 1,383.37 AC.
(LESS 3.43 AC # 1212848 WOHALI PHASE 2B RESORT UNIT PROJECT) BAL 1,1379.84 AC,
(LESS 2.61 AC #1212849 WOHALI PHASE 2C RESORT UNIT PROJECT) BAL 1,377.33 AC.
2678-0405 2719-0562 2735-068 2799-0211 2802-696-697-698

FOR INFORMATIONAL PURPOSES ONLY: PARCEL NOS: WOH-1-1, WOH-1-2, WOH-1-3, WOH-1-4, WOH-1-5, WOH-1-6, WOH-1-7, WOH-1-8, WOH-1-9, WOH-1-10, WOH-1-11, WOH-1-12, WOH-1-13, WOH-1-15, WOH-1-64, WOH-1-65, WOH-1-66, WOH-1-67, WOH-1-69, WOH-1-70, WOH-1-71, WOH-1-72, AND WOH-1-73

ALL LOTS IN WOHALI PHASE 1 SUBDIVISION, ACCORDING TO THE OFFICIAL PLAT THEREOF AND ON FILE IN THE SUMMIT COUNTY RECORDERS OFFICE.

FOR INFORMATIONAL PURPOSES ONLY: WOH-1B-16, WOH-1B-17, WOH-1B-18, WOH-1B-19, WOH-1B-20, WOH-1B-21, WOH-1B-22, WOH-1B-23, WOH-1B-24, WOH-1E-25, WOH-1B-26, WOH-1B-27, WOH-1B-28, WOH-1B-52, WOH-1B-53, WOH-1B-54, WOH-1B-55, WOH-1E-56, WOH-1B-57, WOH-1B-58, WOH-1B-59, WOH-1B-60, WOH-1B-61, WOH-1B-62, WOH-1B-63, WOH-1E-OSA, and WOH-1B-OSB

ALL LOTS IN WOHALI PHASE 1B SUBDIVISION; ACCORDING TO THE OFFICIAL PLAT THEREOF ON FILE AND OF RECORD IN THE SUMMIT COUNTY RECORDERS OFFICE.

FOR INFORMATIONAL PURPOSES ONLY: WOH-2A

WOHALI PHASE 2A RESORT UNIT PROJECT; ACCORDING TO THE OFFICIAL PLAT THEREOF ON FILE AND OF RECORD IN THE OFFICE OF THE SUMMIT COUNTY RECORDER.

FOR INFORMATIONAL PURPOSES ONLY: WOH-2B

WOHALI PHASE 2B RESORT UNIT PROJECT; ACCORDING TO THE OFFICIAL PLAT THEREOF ON FILE AND OF RECORD IN THE OFFICE OF THE SUMMIT COUNTY RECORDER.

FOR INFORMATIONAL PURPOSES ONLY: WOH-2C

WOHALI PHASE 2C RESORT UNIT PROJECT; ACCORDING TO THE OFFICIAL PLAT THEREOF ON FILE AND OF RECORD IN THE OFFICE OF THE SUMMIT COUNTY RECORDER

FOR INFORMATIONAL PURPOSES ONLY: PARCEL NO. CT-441

BEGINNING AT THE NORTHWEST CORNER OF SECTION 17, TOWNSHIP 2 NORTH, RANGE 5 EAST, SALT LAKE BASE AND MERIDIAN AND RUNNING THENCE SOUTH 88°36'14" EAST 1,803.94 FEET ALONG THE SECTION LINE, MORE OR LESS, TO THE USA PROPERTY; THENCE SOUTH 06°59'54" EAST 237.06 FEET; THENCE SOUTH 18°53'54" EAST 602.00 FEET; THENCE SOUTH 28°19'54" EAST 190.60 FEET; THENCE SOUTH 01°08'08" WEST 182.65 FEET TO PARCEL NS-440; THE NEXT (3) COURSES ARE ALONG THE EXISTING FENCE LINE COMMON TO PARCEL NS-440; THENCE NORTH 88°40'16" WEST 1,902.33 FEET; THENCE SOUTH 00°58'29" EAST 992.30 FEET; THENCE SOUTH 88°37'54" EAST 1,039.78 FEET TO A 3 WAY FENCE CORNER; THENCE SOUTH 15°31'34" EAST 636.72 FEET ALONG AN EXISTING LINE OF FENCE COMMON TO PARCEL NS-437; THENCE NORTH 89°05'43" WEST 1,363.89 FEET ALONG THE PROJECTION OF AN EXISTING LINE OF FENCE TO THE WEST QUARTER CORNER OF SAID SECTION 17, SAID QUARTER CORNER BEING MARKED WITH AN ORIGINAL STONE; THENCE NORTH 00°55'18" WEST 2,670.12 FEET ALONG THE SECTION LINE TO THE POINT OF BEGINNING.

FOR INFORMATIONAL PURPOSES ONLY: PARCEL NO. CT-449

BEGINNING AT THE NORTHEAST CORNER OF SECTION 18, TOWNSHIP 2 NORTH, RANGE 5 EAST, SALT LAKE BASE AND MERIDIAN AND RUNNING THENCE SOUTH 89°10'22" WEST 138.00 FEET ALONG THE SECTION LINE; THENCE SOUTH 08°20'22" WEST 168.00 FEET; THENCE SOUTH 03°10'22" WEST 128.00 FEET; THENCE SOUTH 16°55'22" WEST 708.00 FEET; THENCE SOUTH 13°28'41" WEST 71.32 FEET; THE NEXT (5) COURSES ARE ALONG THE ADJACENT WOHALI PARTNERS BOUNDARY AS DELINEATED BY AN EXISTING RECORD OF SURVEY; THENCE SOUTH 12°43'14" WEST 123.14 FEET; THENCE SOUTH 19°38'10" WEST 1,632.00 FEET; THENCE SOUTH 23°08'10" WEST 700.00 FEET; THENCE SOUTH 00°42'42" EAST 589.00 FEET; THENCE NORTH 89°59'43" EAST 1,313.27 FEET, MORE OR LESS, TO THE SECTION LINE; THENCE NORTH 00°29'49" WEST 1,339.27 FEET ALONG SAID LINE TO THE EAST QUARTER CORNER OF SECTION 18, SAID QUARTER CORNER BEING MARKED WITH AN ORIGINAL STONE; THENCE NORTH 00°55'18" WEST 2,670.12 FEET ALONG THE SECTION LINE TO THE POINT OF BEGINNING.