

TUHAYE  
**AMENDED AND RESTATED  
DEVELOPMENT AGREEMENT**

This TUHAYE AMENDED AND RESTATED DEVELOPMENT AGREEMENT (the “**Agreement**”) is entered into as of this 26<sup>th</sup> day of January, 2018, by and between REDUS PARK CITY, LLC, a Delaware limited liability company (hereinafter “**Developer**”), and WASATCH COUNTY, a political subdivision of the State of Utah (hereinafter the “**County**”). The County and Developer may hereinafter be referred to individually as a “**Party**” and collectively as the “**Parties**”. This Agreement supersedes and replaces any previous agreements entered into or representations made by and between the Developer and the County involving the Project [defined below].

RECITALS

A. County and Tuhaye LLC, a Utah limited liability company (the “**Original Developer**”) entered into that certain Tuhaye Development Agreement dated May 15, 2003, recorded with the Wasatch County Recorder on June 4, 2003 as Entry No. 258692 (as amended by that certain Amendment to Affordable Housing Agreement dated February 24, 2004 and recorded March 4, 2004 as Entry No. 268796, and that certain Addendum Number 1 to Tuhaye Development Agreement dated December 17, 2012 and recorded January 14, 2013 as Entry Number 385913, the “**Original Agreement**”).

B. The Original Agreement confirmed certain development rights and standards, including, but not limited to, 900 equivalent residential units (“**ERUs**”), as the maximum Density [defined below] for approximately 1250 acres of certain real property located in an unincorporated portion of the County (the “**Original Tuhaye Property**”).

C. Pursuant to foreclosures, sheriff’s deeds and court ordered transfers by a court appointed receiver, Redus Park City, LLC (or its affiliate, Talisker Club 2.0 LLC, both Delaware limited liability companies (collectively “**Redus**”)) obtained legal title to the Original Tuhaye Property and approximately 475 acres of real property located adjacent thereto (the “**Tuhaye Expansion Area**”, and together with the Original Tuhaye Property, the “**Property**”) described more fully in Exhibit A attached hereto.

D. Redus sold the Project and transferred associated development rights to Developer by a deed recorded with the Wasatch County Recorder.

E. Developer, as the successor to the Original Developer’s rights under the Original Agreement, and the County now desire to amend and restate the Original Agreement to incorporate the Tuhaye Expansion Area and confirm Developer’s right to develop the Project including Density of up to 900 ERUs in locations throughout the Original Tuhaye Property and

the Tuhaye Expansion Area, as more particularly described below, and subject to compliance with the requirements of Applicable Law (defined below).<sup>1</sup>

F. The County, acting pursuant to its authority under Utah Code Ann. Section 17-27a-101, et seq., Section 17-53-223, and Section 17-53-302(13), as amended, and the Wasatch County Development Code, (defined below) , and in furtherance of its land use policies, goals, objectives, ordinances, and regulations, in the exercise of its discretion, has elected to approve and enter into this Agreement.

G. On December 20, 2017, following review and recommendation by the County's Development Review Committee and the County's Planning Commission, the Wasatch County Council reviewed and approved the Tuhaye Amended Master Plan (the "**Project Master Plan**"), subject to the Parties entering into this Agreement. The Project Master Plan was approved by the Council pursuant to duly noticed public hearings.

H. The Parties now desire to enter into this Agreement to allow the extension of the existing Tuhaye development to include the Tuhaye Expansion Area and to memorialize conditions and agreements that were established as part of the Project Master Plan approval process, to help clarify the process to continue the development process for the Project. This Agreement is not intended to modify or exempt any legal requirement or code provision contained in any state or local law, but rather to give guidance to the Developer of areas of law which will need to be followed to proceed with the Project in accordance with "**Applicable Law**" [defined below].

I. The County desires to enter into this Agreement because the Agreement establishes planning principles, standards, and procedures to: (1) guide the orderly development of the Project consistent with the County General Plan, the Development Code, and the conditions imposed by the Planning Commission and County Legislative Body; (2) mitigate environmental impacts; (3) ensure installation of necessary on-site and off-site public improvements; (4) provide for the preservation of substantial permanent open space; (5) make provision for additional trail facilities; (6) provide for the timely payment of all fees and charges, including impact fees in the amounts set forth herein; (7) ensure that public services appropriate to the development of the Project are provided; (8) provide affordable housing; (9) provide for the maintenance of facilities, trails and open space within the development during construction and after completion; (10) otherwise achieve the goals and purposes of the County and Developer; (11) identify responsibilities of the "Master Developer" and subsequent developers; (12) designate all improvements committed to by the developer as part of the master plan approval process; and (13) provide a record of minutes, staff reports, power point presentations and plans.

J. The County has undertaken review and planning actions relating to the development of the Property and the Project. These actions are set forth in the official minutes and record of the County Planning Commission and the County Legislative Body, which are set forth in Exhibit K attached hereto. A condition of final approval of the Project is that Developer enter into and abide by the terms of this Agreement. The terms of this Agreement apply to the

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<sup>1</sup> As of the Effective Date, 359 ERUs of the 900 ERUs have been platted within the Property.

Project, and to any and all Phases (as defined below) or plats therein. These various review and planning actions are collectively referred to herein as the “**Current Approvals**”.

K. Each Party acknowledges that it is entering into this Agreement voluntarily.

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

### SECTION 1. EFFECTIVE DATE AND TERM SECTION

#### 1.1 Effective Date.

This Agreement shall become effective on the date it is executed by Developer and the County (the “**Effective Date**”). The Effective Date shall be inserted in the introductory paragraph preceding the Recitals.

#### 1.2 Term.

The term of this Agreement (the “**Term**”) shall commence upon the Effective Date and continue for a period of up to twenty-five (25) years so long as the Developer moves forward with reasonable diligence by proceeding in conformity with Wasatch Code 16.27.10 by submitting in good faith for preliminary approval within one year of the Effective Date of this Agreement, by in good faith applying for final approval on at least one Phase within one year of receiving preliminary approval, by recording any plat that achieved final approval within one year of final approval being granted, which shall be extended by one additional year upon showing of good cause, and by applying in good faith for final approval on an additional Phase within five years of achieving final approval on a previous Phase. Unless otherwise agreed between the County and Developer, Developer’s interest(s) and right(s) contained in this Agreement expire at the end of the Term or upon termination of this Agreement.

Upon termination of this Agreement for any reason, the obligations of the Parties to each other hereunder shall terminate, but none of the approved plats, site plan approvals, licenses, building permits, or certificates of occupancy granted prior to expiration of the Term or termination of this Agreement shall be rescinded or limited in any manner. Easements, maintenance requirements, infrastructure improvement obligations, or other agreements intended to run with the land, including obligations that were based upon approvals, shall not expire upon termination or expiration of this Agreement.

### SECTION 2. DEFINITIONS

Any term or phrase used in the Agreement that has its first letter capitalized shall have that meaning given in this section:

“**Affordable Housing Agreement**” shall have the meaning set forth in Section 3.1(b)(4) of this Agreement.

“**Applicable Law**” shall have that meaning set forth in Section 4.2(a) of this Agreement.

“**Approval Date**” means October 28, 2002, the date the County Council first granted final approval to the Original Developer for any approvals granted prior to December 20, 2017 and December 20, 2017 for all approvals granted thereafter.

“**Changes in the Law**” shall have that meaning set forth in Section 4.2(b) of this Agreement.

“**Conditions to Current Approvals**” shall have the meaning set forth in Section 3.1(b) of this Agreement.

“**County**” means Wasatch County and shall include, unless otherwise provided, any and all of the County’s agencies, departments, officials, employees or agents.

“**County Council**” means the Wasatch County Council, which is sometimes referred to herein as the “**County Legislative Body**.”

“**County General Plan**” or “**General Plan**” shall mean the General Plan of Wasatch County as in effect on the Effective Date.

“**County Planning Commission**” or the “**Planning Commission**” shall mean the Wasatch County Planning Commission.

“**Current Approvals**” shall have the meaning set forth in the Recitals of this Agreement.

“**Density**” shall mean the maximum number of ERUs which can be placed on the Property. Developer is entitled to use all Density subject to compliance with Applicable Law, including the Development Code in effect on the Approval Date. Unused Density may not be transferred or sold for use outside of the Property.

“**Developer**” means those entities or persons identified as Developer in the preamble, and shall include Developer’s successors in interest, transferees and assigns, including, where applicable, assignments to successors in interest or assignees of Developer’s rights and obligations under this Agreement. The obligations of the Developer shall automatically be assigned to subsequent purchasers of the Project, and subsequent purchasers of the Project or any portion thereof shall expressly assume the obligations of Developer pursuant to this Agreement. Developer does not mean an owner of a parcel, development lot or residence in the Project.

“**Development**” means the planning, design and construction of buildings, amenities, infrastructure and other improvements pursuant to and consistent with Development Entitlements on the Property.

“**Development Code**” means the Wasatch County Land Use and Development Code (Title 16 of the Wasatch County Code and the Appendices thereto).

**“Development Entitlements”** means County-approved plans and other consents, commitments, or agreements necessary to the development of the Property actually granted by the County.

**“Director”** means the Director of the Wasatch County Planning Department, or his or her designee.

**“Effective Date”** shall have that meaning set forth in Section 1.1 of this Agreement.

**“Home Owners’ Association”** means the Tuhaye Home Owners’ Association, a non-profit corporation formed in accordance with state and federal law and authorized to impose fees sufficient to perform the maintenance obligations of Developer assumed by it.

**“JBOZ”** means the Jordanelle Basin Overlay Zone as provided in the Development Code, which applies to the Project.

**“Open Space”** is land which is not covered by dwellings, pavement or other impervious material which is dedicated to be used perpetually by the owners or the public for some other purpose besides development. Exhibit D attached hereto depicts the overall Open Space plan for the Project.

**“Original Agreement”** shall have the meaning set forth in the Recitals of this Agreement.

**“Original Developer”** shall have the meaning set forth in the Recitals of this Agreement.

**“Original Tuhaye Property”** shall have the meaning set forth in the Recitals of this Agreement.

**“Phase”** is the development of a portion of the Project, including any application for a Subdivision plat in the Project.

**“Project”** shall mean the Property and the development on the Property which is the subject of the Project Master Plan and this Agreement, including all Phases or plats regularly approved by the County and any ancillary and additional improvements or endeavors incident to the development of the Project, including those areas developed under the name Tuhaye.

**“Project Improvements”** shall mean all infrastructure improvements intended for public or private use and located within the boundaries of the Project, including but not limited to roads, sewer lines, water lines, electricity, gas, telephone, curb and gutter, trails, detention basins, recreational facilities, and open space.

**“Project Master Plan”** shall mean the master plan approved by the County Council on December 20, 2017. The Project Master Plan replaces the “Master Plan” defined in the Original Agreement.

**“Project Phase Improvements”** shall have the meaning set forth in Section 3.1(b)(6) of this Agreement.

“**Property**” shall mean the parcel or parcels of land that are the subject of this Agreement and that are more particularly described in Exhibit A attached hereto.

“**Subdivisions**” shall mean each final Phase plat and/or Subdivision of the Project and the development of such portion of the Property as is included in such Subdivisions, including all Phases regularly approved by the County and any ancillary and additional improvements or endeavors incident to the development of the applicable Subdivisions.

“**Tuhaye Expansion Area**” shall have the meaning set forth in the Recitals of this Agreement, which area is included in the definition of Property as provided in Exhibit “A” hereto.

### SECTION 3. OBLIGATIONS OF DEVELOPER AND THE COUNTY

#### 3.1 Obligations of Developer.

(a) *Generally.* The Parties acknowledge and agree that the County’s agreement to perform and abide by the covenants and obligations of the County set forth herein is material consideration for Developer’s agreement to perform and abide by the covenants and obligations of Developer set forth herein.

(b) *Conditions to Current Approvals.* Developer shall comply with all of the following Conditions to Current Approvals:

- (1) *Compliance With Conditions Imposed By County:* Developer agrees to comply with any and all conditions imposed by the Development Review Committee, the Planning Commission or the County Legislative Body during the permitting and approval process as set forth in the adopted staff reports, written and audio transcripts, reports of action and official written minutes of the County Planning Commission and County Legislative Body. Such reports, transcripts, and minutes are attached as Exhibit K. Developer agrees that the conditions to current approvals listed in this Section 3.1(b), and attached as Exhibit K, are material to Project Master Plan approval and the failure of Developer to substantially perform such conditions to current approvals will constitute a breach of this Agreement.
- (2) *Payment of Administrative Fees:* Developer agrees to pay all generally applicable Wasatch County fees as a condition of developing the Property and Project.
- (3) *Payment of Impact Fees:* Wasatch County has enacted an impact fee ordinance. Subject to adjustments approved by the Director and/or the County Council, Developer agrees to pay the Wasatch County impact fees due and payable in connection with any structure built by Developer, or Developer’s agent, employee, contractor, or subcontractor.

- (4) *Affordable Housing:* To comply with the County Affordable Housing Ordinance, Developer has taken an assignment, as set forth in Exhibit B-1, of 83 Affordable Housing Units, now known as Affordable Unit Equivalents (“AUEs”), of which 35.9 AUEs have been consumed in approving existing development within the Project. The foregoing assignment is of some of the AUE credits set forth in the affordable housing agreement attached as Exhibit B-2. To the extent Developer proposes to record Subdivisions in excess of eight hundred thirty (830) lots for which Developer holds AUE credits, then Developer shall as a condition of such future approval, enter into a new “**Affordable Housing Agreement**” with County or pay the then applicable in lieu fee set by County ordinance.
- (5) *Utility and Special Service District Fees, and Charges:* The following services will be provided to the Project by utility companies or special service districts, each of which has issued to Developer a “will serve” or “feasibility” letter, copies of which are attached hereto as Exhibit C and incorporated by reference herein:

Service	Entity Providing Service
Natural Gas	Questar Gas Company
Electrical Power	Pacificorp/Rocky Mountain Power
Culinary Water	Jordanelle Special Service District
Irrigation Water	Jordanelle Special Service District
Sanitary Sewer	Jordanelle Special Service District
Trash Removal	Wasatch County Solid Waste Special Service District
Fire Protection	Wasatch County Fire Protection Special Service District
Law Enforcement	Wasatch County Sheriff’s Office

Developer agrees to pay any and all fees imposed by the districts in connection with development of the Project, including (but not limited to) fees for plan check and engineering review.

- (6) *Construction or Project Improvements:* Project improvements associated with an individual Phase or Subdivision of the Project, as determined in the County’s sole discretion, (“Phase Project Improvements”) shall be applied for as part of the Final Application for that Phase. Phase Project Improvements include: (i) all roads and other improvements within the road rights-of-way within the Subdivision, sidewalks, curb, gutter, street lighting, signage (including directional/information components specified in the Design Handbook), and wet and dry utilities within such rights-of-way, within or directly adjacent to the perimeter or boundary of all Subdivisions; (ii) all emergency and secondary access to the Subdivision as set forth in the Project Master Plan; (iv) utility services within or adjacent to the perimeter or boundary of all Subdivisions; (vi) dedication and construction of trails shown on the Trail Plan, including within or

adjacent to perimeter or boundary of all Subdivisions; (vii) dedication of Open Space lying within any Subdivision through an easement, if required in the County's sole discretion; (viii) landscaping in areas inside of Subdivisions; and (ix) all other improvements or dedications that are required within the Subdivision or adjacent to the Subdivision required by the Development Code. All Project Improvements within each Phase of the Project or necessary for a Phase in the County's discretion shall be inspected and accepted by the County in writing prior to the issuance of any building permit within that Phase. Issuance of a building permit does not waive any improvement requirements.

- (7) *Phasing:* Unless otherwise stated herein, Developer may in his or her discretion in conformity with the Development Code and Section 1.2 of this Agreement develop the Project in Phases. In developing each phase, Developer shall, with the approval of the County, ensure the logical extension of the Project Improvements through each Phase and throughout the Project, all in conformance with the requirements of this Agreement, the Applicable Law, and the requirements imposed by the Development Review Committee, the County Planning Commission and County Legislative Body. Developer understands that additional studies may be required for Phases or plats. Subject to Section 4, each Phase must comply with all requirements of the Development Code, including any requirements for approval by the Planning Commission. Regardless of whether the Developer determines to develop the Project in Phases, the Developer is subject to the Development Code, including, without limitation, County Code 16.27.10 and the Development Code as of the Acceptance Date. Without limitation, this process includes submission and approval of a Project Master Plan (the Project Master Plan was approved by the County on December 20, 2017), submission and approval of a Preliminary Application planning the entire Property in accordance with the requirements of Exhibit L attached hereto, and submission and approval of the Final Application. The applications and processes associated with the Project Master Plan and Preliminary Application as further described in Exhibit L is for the whole Parcel, and hence cannot be phased, while the applications and processes associated with the Final Application can be limited to individual Phases.
- (8) *Construction and Maintenance of Amenities, Recreational Facilities:* Developer has constructed recreational amenities required by the Original Agreement including an 18 hole golf course and associated clubhouse and community amenities. Developer has already constructed trail improvements in locations depicted in the "Public Trails" section of the Project Master Plan, a portion of which is depicted on the Trail Plan depicted on Exhibit E. Developer agrees to construct the sections identified as "Future Trails" in connection with the installation of public improvements installed with each Subdivision where a trail segment is planned. In the County's discretion, trails may need to be continued



beyond subdivision boundaries into Open Space or commonly used space. Developer agrees to allow for connections, and build/allow stub connections to and from adjacent properties at appropriate locations, as depicted on Exhibit E. Trails shall form loops and only in the case of a future off-site connection create a dead end. For trails that were not previously constructed, prior to construction, back country trails shall be flagged by the Developer and inspected by the County. All trails constructed within Project shall be constructed by a licensed trail contractor and in accordance with Section 16.38 of the Development Code and the International Mountain Biking Association Standards. In areas of steep grades and narrow corridors between platted lots a plan and profile of the trails shall be provided with the preliminary application to ensure that trails are less than an 8% grade as represented at Project Master Plan approvals. Prior to final plat approval site inspections will need to be performed with property corners staked to ensure that trails meet grade requirements. All plats shall show the location of public trails. After construction of trails, which the Developer shall perform, and prior to bond release a legal description of the public trails easement shall be recorded with 5' from each side of the center line of the trail, unless more is required pursuant to Development Code or another obligation of the Developer. By October 31, 2019, Developer will construct a trailhead with six hard surface compacted road base parking spaces and a kiosk as depicted on Exhibit E. Developer shall also construct additional private amenities as depicted on the Community Facilities plan depicted on Exhibit J. The ongoing and future maintenance of existing and future amenities has been and shall continue to be the responsibility of the Home Owners' Association or the operator of the golf course.

- (9) *Maintenance of Trails and Trail Head:* Developer shall be responsible to identify by plat and maintain public trails and trail heads in all respects, including but not limited to landscaping, irrigation, and weed control. This obligation shall be transferred by written agreement to the Home Owners' Association. Maintenance provided by Developer or the Home Owners' Association shall meet or exceed a standard of reasonableness and safety as established by the County. In the event Developer or the Home Owners' Association fails to maintain the Open Space and public trails, the County may (but is not obligated to) maintain them. The market value of the cost of this maintenance is hereby agreed to and shall constitute a valid lien on the Property and its lots on a parity with and collected at the same time and in the same manner as general County taxes that are a lien on the Property.
- (10) *Maintenance of Open Space:* The lands underlying the 18-hole golf course currently located within the Project shall remain as Open Space. Developer shall be responsible to identify by plat and maintain Open Space in all respects, including but not limited to landscaping, irrigation, and weed control. This obligation shall be transferred by written

agreement to the Home Owners' Association. Maintenance provided by Developer or the Home Owners' Association shall meet or exceed a standard of reasonableness and safety as established by the County. In the event Developer or the Home Owners' Association fails to maintain the Open Space and public trails, the County may (but is not obligated to) maintain them. The market value of the cost of this maintenance is hereby agreed to and shall constitute a valid lien on the Property and its lots on a parity with and collected at the same time and in the same manner as general County taxes that are a lien on the Property.

- (11) *Architectural Renderings and Landscape Plan:* The Project has an established architectural theme which has been followed in the development which has occurred to date. As the Project expands to the Tuhaye Expansion Area, Developer intends to continue the existing architectural themes throughout the Project. New development shall be consistent with the architectural themes set forth in the attached Exhibit F, which themes comply with the respective Development Codes. These architectural and design guidelines shall guide future development of the Project. Developer has also submitted to the County and agrees to be bound by the landscape plan previously submitted to the County and incorporated by reference herein and attached hereto as Exhibit G. Any required common area landscaping will be completed within 180 days of the acceptance of the infrastructure improvements for each Subdivision.

- (12) *Bonding:*

A. *Performance Bonds, Warranty Bonds, and Maintenance Bonds.* After receiving final approval of a plat but prior to expiration of said approval, the recording of said plat, or the issuance of any building permits in the Development, Developer shall post performance, maintenance, and warranty bonds in relation to the Project. Prior to any approval of any Subdivision Plats or the subdivision of any portion of the Project, or the issuance of any building permits in the Development, any improvements that the County requires, in conformity with the Development Code, to be completed as part of the Phase shall be completed, or bonded for. The bonds shall conform to the requirements of section 16.27.21 and 16.27.23 of the Wasatch County Code. Portions of the exiting Tuhaye master plan have been platted, but infrastructure has not been completed. The original bonds have expired, with the exception of a current letter of credit for the Whispering Hawk Phase II described below. County will not issue any building permits for those phases until new bonds or other financial assurances acceptable to the County have been issued. The County will return or release the Whispering Hawk Phase II letter of credit immediately after the Developer issues an acceptable replacement bond. Developer agrees to provide bonds or other financial assurances acceptable to the County, in conformity with Wasatch

Code 16.27.21, in the following amounts prior to issuance of building permits in the applicable platted areas:

- a. Moondance bond for remaining electrical: \$60,000  
x 110% = \$66,000
- b. Twin Peaks Phase C bond: \$2,657,044.55 x 110%  
= \$2,922,749
- c. Whispering Hawk Phase II financial assurance:  
\$219,270.50 x 110% = \$241,198

B. *No Third Party Rights.* All bonds, including but not limited to performance, warranty, and maintenance bonds, and related agreements are between the County, Developer (or contractor if applicable), and financial institution. No other party shall be deemed a third-party beneficiary or have any rights under this subsection or any bond or agreement entered into pertaining to bonds. Any other person or entity, including but not limited to owners of individual units or lots, shall have no right to bring any action under any bond or agreement as a third-party beneficiary or otherwise.

(13) *Private Roads:*

A. *Road Maintenance and Private Road Construction:* Excluding Longview Drive, which is a County road, all roads in the Project will be private roads unless the County and the Developer agree otherwise in writing. Private roads shall be constructed consistent with the existing roads in the Project (i.e., with a fifty (50) foot right of way with twenty-four (24) feet of the right of way paved with asphalt) in accordance with standards described on the attached Exhibit H. The Developer shall maintain roads within the Project, providing the same level of service provided to other Class B roads in the County. The Developer will continue to transfer the obligation to maintain each constructed or improved private roads to the Home Owners' Association after they have been approved by the County. The transfer to the Home Owner's Association will be memorialized by a written agreement approved by the County. The County agrees that private roads within the Project may be built to the standards and specifications authorized under the Original Agreement, and as detailed in Exhibit H.

B. *Gates:* The Project is a gated community. Developer may install new gates to be maintained by Home Owners' Association on private roads, provided however, that no gate may be installed on public Longview Drive, a County road leading from SR 248 to the Town of Hideout. Gates that restrict access to culs-de-sac extending off of

Longview Drive may be installed, provided that any such gate is equipped with a Siren-Operated Sensor approved by the County Fire Department.

C. *Snow Removal*: The Developer shall provide snow-removal on all private roads in the Project. The Developer will transfer the obligation to plow the private roads to the Home Owners' Association after they have been approved by the County. The transfer to the Home Owners' Association will be memorialized by a written agreement approved by the County.

D. *Construction and Secondary Access*: Primary construction access for the Project shall be through "West 200 South" leading to the Project's east gate. Developer agrees, by October 2019 to pave the unpaved surface of "West 200 South", or such other unpaved point authorized by Summit County and approved by Wasatch County as meeting secondary access requirements, to the east gate of the Project. Nevertheless, the County will withhold the issuance of any final plats until this Secondary Access is completed or bonded for.

E. *Berg Ridge Emergency Access*: The primary access for the neighboring project, "Berg Ridge", is over the section of road described above in Subsection D, identified as West 200 South road ("Primary Berg Access"). Developer shall coordinate road improvements so as not to interfere with Primary Berg Access. Consistent with prior approvals, Berg Ridge may have emergency access over the Project's private road, and through the Project's main gate at the north of the Project, as detailed in Exhibit M hereto ("Emergency Access"), which Emergency Access may be used only in the event an emergency makes travel unsafe for the owners, guests and invitees of Berg Ridge over the Primary Berg Access route described herein. The right to use the Emergency Access hereunder will arise if, and is expressly conditioned upon the Berg Ridge project being platted and the commencement of construction of improvements thereon. Moreover, Developer shall have no obligation of any kind to pay, construct, or otherwise provide any infrastructure needed to connect Berg Ridge to the Emergency Access. Developer may also place a gate or other monument to identify the Emergency Access, so long as said monument/gate is accessible, or does not otherwise obstruct use of the Emergency Access in the event of an emergency.

- (14) The obligations of the Developer shall automatically be assigned and assumed by subsequent purchasers of the Project. In the event that the Property is conveyed or assigned in part, the fee owner of that portion of the Property shall assume the obligations of this Agreement for that portion of the Property, and any other portions of the Property that the County, in its sole discretion, determines should be handled by the purchaser or assign. It is recommended that the any sale of any portion of

the Property besides individual subdivided lots on approved final plats be approved by the County so that the County may, at that time, divide up the obligations of this Development Agreement in a transparent manner.

(15) *Other Maintenance:*

A. *Detention pond maintenance:* All detention ponds will remain the property and responsibility of the Developer who receives the initial permit for development of the Phase. The Developer remains responsible for all inspection, maintenance, and repair of the detention areas and drainage swales leading to detention ponds. They shall inspect detention ponds for erosion and any changes after every major storm event but at least monthly. Inspect embankments for any visible signs of erosion, seepage, sloughing, sliding, or other instability. Inspect outlet structures for flow obstructions, cracks, vandalism, or erosion. They shall perform Regular Maintenance, including:

B. *Corrective Measures:* Proceed with corrective measures for observed problems immediately or as soon as weather conditions permit.

C. *Vegetation:* Mow grass as required. Remove undesirable vegetation such as trees, bushes, and vines from embankments and pond area.

D. *Miscellaneous:*

\* Fill all eroded gullies and vehicle ruts and compact soil. Backfill any hollow spots under concrete spillways or outlet structures and compact soil. Replace any riprap that has washed away from spillways and pipe outlets. Determine the cause of any slides or sloughs and repair. Take corrective action to prevent future recurrence.

\* Remove all trash, debris, tree limbs, or other flow obstructions from detention pond, outlet structures, and pipes. Fill all animal burrows and compact soil. Repair vandalism. Maintain pond and outlet structures in good working order.

\* Do not use pesticides, herbicides, or fertilizers in or around the detention pond. These products will leach from the pond and pollute streams and river.

\* Make sure that the detention pond is draining properly. Detention ponds are designed to release storm water slowly not hold the water permanently. Improperly maintained ponds can harbor breeding areas for mosquitoes and reduce the storage volume of the pond.

\* Do not place yard waste such as leaves, grass clippings or brush in ponds.

\* Remove vegetation from any cracks in concrete spillways or outlet structures and seal with mastic joint filler. Lubricate and test moving parts on gates, valves, etc. Repaint metal parts to prevent rust. Replace badly rusted parts. Remove any accumulated sediment to restore pond to design volume. Reseed with County approved seed mix as necessary to maintain good vegetative cover on exterior of embankments.

- (16) *Transfer of obligation:* This obligation shall be transferred by written agreement to the Home Owners' Association. Maintenance provided by Developer or the Home Owners' Association shall meet or exceed a standard of reasonableness and safety as *established* by the County. In the event Developer or the Home Owners' Association fails to maintain the Open Space and public trails, the County may (but is not obligated to) maintain them. The market value of the cost of this maintenance is hereby agreed to and shall constitute a valid lien on the Property and its lots on a parity with and collected at the same time and in the same manner as general County taxes that are a lien on the Property.

### 3.2 Obligations of the County.

(a) *Generally.* The Parties acknowledge and agree that Developer's agreement to perform and abide by the covenants and obligations of Developer set forth herein is material consideration for the County's agreement to perform and abide by the covenants and obligations of the County set forth herein.

(b) *Conditions to Current Approvals.* The County shall not impose any further Conditions to Current Approvals other than those detailed in this Agreement, including Section 3.1(b)(1), and in the official minutes of the County Planning Commission and County Legislative Body, unless agreed to in writing by the Parties.

(c) *Acceptance of Project Improvements.* The County agrees to accept the following Project Improvements, subject to Section 3.1(b)(13), intended for public use and constructed by Developer, or Developer's contractors, subcontractors, agents or employees: easements to be recorded in favor of the County for the trails, trailhead, trailhead signage and trailhead parking as described in the Master Plan and Exhibit E attached hereto. A licensed trail contractor shall be used to build the trails. Developer shall have the right to relocate the trails at any time, subject to the approval of the County, which approval shall not be unreasonably withheld. The County's acceptance of the Project Improvements intended for public use shall be subject to the following requirements: (1) the Wasatch County Building and Engineering Department reviews and approves the plans for any Project improvements prior to construction; (2) Developer permits Wasatch County Building and Engineering representatives to inspect upon request any and all of said Project improvements during the course of construction; (3) the Project improvements have been inspected by a licensed engineer who certifies that the Project improvements have been constructed in accordance with the plans and specifications; (4)

Developer has warranted the Project improvements as required by the Wasatch County Building and Engineering Department; and (5) the Project improvements pass a final inspection by the Wasatch County Building and Engineering Department. In the case of open space, landscaping, and public trails, the Planning Department will perform the reviews, approvals, and inspections described above.

#### SECTION 4. DEVELOPER RIGHTS AND APPLICABLE LAW

##### 4.1 Developer Rights.

(a) Generally. As of the Effective Date of this Agreement, Developer has the vested right to continue to develop the Property, as generally depicted in the Land Use Plan attached as Exhibit I, and more particularly described in the Project Master Plan, including a total of 900 ERUs, and in accordance with the approvals granted in this Agreement and Applicable Law. Nothing in this Agreement shall affect or impose new requirements on developed units and buildings within the Project which have been issued certificates of occupancy or other permit approvals that has not expired as of the Effective Date. If and to the extent that any provision of this Agreement clearly conflicts with an express provision of the Development Code or Applicable Law, the Development Code or Applicable Law shall control. Notwithstanding anything in this Agreement to the contrary, all common amenities and commercial buildings which were constructed on the Property prior to the Effective Date shall be exempt from calculating density, as the prior ordinance under which they were built, Section 16.15.06 of the County Code, exempted such improvements from the calculation of density. Any common amenities and commercial buildings which are constructed on the Property after the Effective Date shall be subject to the density calculations in effect on the Effective Date.

(b) Reserved Legislative Powers. Nothing in this Agreement shall limit the future exercise of the police power by the County in enacting zoning, subdivision, development, transportation, environmental, open space, and related land use plans, policies, ordinances and regulations after the date of this Agreement. Notwithstanding the retained power of the County to enact such legislation under its police power, such legislation shall not modify Developer's vested right as set forth herein unless facts and circumstances are present which meet the exceptions to the vested rights doctrine as set forth in *Western Land Equities, Inc. v. City of Logan*, 617 P.2d 388 (Utah, 1988), its progeny, or any other exception or basis for inapplicability of, if any, the doctrine of vested rights recognized under state or federal law.

##### 4.2 Applicable Law.

(a) Applicable Law. Unless otherwise provided herein or due to previous approvals and vested rights, the rules, regulations, official policies, standards and specifications applicable to the future and continued development of the Project shall be those rules, regulations, official policies, standards and specifications, including the Development Code, County ordinances and resolutions, state and federal law, all in force and effect on December 20, 2017 (the "**Applicable Law**"). However, notwithstanding the foregoing, any person applying for a building permit within the Project shall be subject to the building, electrical, mechanical, plumbing, and fire codes, and other County ordinances relating to the placement and

construction of the proposed structure, that are in effect at the time the person files with the County a completed application for building permit.

(b) State and Federal Law. Notwithstanding any other provision of this Agreement, this Agreement shall not preclude the application of changes in laws, regulations, plans or policies, to the extent that such changes are specifically mandated and required by changes in state or federal laws or regulations (“**Changes in the Law**”) applicable to the Property. In the event the Changes in the Law prevent or preclude compliance with one or more provisions of this Agreement, such provisions of the Agreement shall be modified or suspended, or performance thereof delayed, as may be necessary, to comply with the Changes in the Law.

## SECTION 5. AMENDMENT

5.1 Amendments Generally. Unless otherwise stated in this Agreement, the Parties may amend this Agreement by mutual written consent. No amendment or modification to this Agreement 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.

## SECTION 6. DEFAULT; TERMINATION; ANNUAL REVIEW

### 6.1 General Provisions.

(a) Defaults. Any failure by either Party to perform any term or provision of this Agreement, which failure continues uncured for a period of thirty (30) days following written notice of such failure from the other Party, unless such period is extended by written mutual consent, shall constitute a default under this Agreement. Any notice given pursuant to the preceding sentence shall specify the nature of the alleged failure and, where appropriate, the manner in which said failure satisfactorily may be cured. If the nature of the alleged failure is such that it cannot reasonably be cured within such 30-day period, then the commencement of the cure within such time period, and the diligent prosecution to completion of the cure thereafter, shall be deemed to be a cure within such 30-day period. Upon the occurrence of an uncured default under this Agreement, the non-defaulting Party may institute legal proceedings to enforce the terms of this Agreement or, in the event of a default, terminate this Agreement. If the default is cured prior to termination, then no default shall exist and the noticing Party shall take no further action.

### 6.2 Review by County

(a) Generally. The County may at any time and in its sole discretion request that Developer demonstrate that Developer is in full compliance with the terms and conditions of this Agreement. Developer shall provide any and all information reasonably necessary to demonstrate compliance with this Agreement as requested by the County within thirty (30) days of the request, or at a later date as agreed between the Parties.

(b) Determination of Non-Compliance. If the County finds and determines that Developer has not complied with the terms of this Agreement, and noncompliance may amount to a default if not cured, then the County may deliver a Default Notice pursuant to



Section 6.1(a) of this Agreement. If the default is not cured timely by Developer, the County may terminate this Agreement.

(c) Notice of Compliance. Within thirty (30) days following any written request which Developer may make from time to time, accompanied by a \$750 processing fee, the County shall execute and deliver to Developer a written “**Notice of Compliance**,” duly executed and acknowledged by the County, certifying that: (i) this Agreement is unmodified and in full force and effect, or if there have been modifications hereto, that this Agreement is in full force and effect as modified and stating the date and nature of such modification; (ii) there are no current uncured defaults under this Agreement or specifying the dates and nature of any such default; and (iii) any other reasonable information requested by Developer. Developer shall be obligated to fully cooperate with the County by providing information the County needs to facilitate providing a Notice of Compliance.

### 6.3 Default by the County.

In the event the County defaults under the terms of this Agreement, Developer shall have all rights and remedies provided in Section 6.1 of this Agreement and provided under Applicable Law. Except for cases of fraud or intentional misrepresentation, in no event shall County’s total monetary liability for breaching this Agreement exceed \$100,000.00.

### 6.4 Enforced Delay; Extension of Time of Performance.

Notwithstanding anything to the contrary contained herein, neither Party shall be deemed to be in default where delays in performance or failures to perform are due to, and a necessary outcome of, war, insurrection, terrorist acts, strikes or other labor disturbances, walk-outs, riots, floods, earthquakes, fires, casualties, acts of God, restrictions imposed or mandated by other governmental entities, enactment of conflicting state or federal laws or regulations, new or supplemental environmental regulations, or similar basis for excused performance which is not within the reasonable control of the Party to be excused. Changes in the market, or the financial standing of the Parties shall not serve as a basis for excused performance. Upon the request of either Party hereto, an extension of time for such cause shall be granted in writing for the period of the enforced delay, or longer as may be mutually agreed upon.

### 6.5 Annual Review.

Developer and the County shall (at the discretion of the County) meet annually to review the status of the Project and to review compliance with the terms and conditions of this Agreement.

## **SECTION 7. DEFENSE AND INDEMNITY**

### 7.1 Developer’s Actions.

(a) Developer shall defend, hold harmless, and indemnify the County and its elected and appointed officers, agents, employees, and representatives from any and all claims, costs, judgments and liabilities (including inverse condemnation) that arise directly or indirectly from the construction of the Project, or operations performed under this Agreement by (a)

Developer or by Developer's contractors, subcontractors, agents or employees, or (b) any one or more persons directly or indirectly employed by, or acting as agent for, Developer or any of Developer's contractors or subcontractors.

(b) The Developer further agrees to release any claims, known and unknown, against the County and its elected and appointed officers, agents, employees, and representatives, arising directly out of the formation or approval of this Agreement, except for willful misconduct or fraudulent acts by the County.

7.2 Hazardous, Toxic, and/or Contaminating Materials. Developer further agrees to defend and hold harmless the County and its elected and/or appointed boards, officers, employees, and agents from any and all claims, liabilities, damages, costs, fines, penalties and/or charges of any kind whatsoever relating to the existence of hazardous, toxic and/or contaminating materials on the Project solely to the extent caused by the intentional or negligent acts of Developer, or Developer's officers, contractors, subcontractors, employees, or agents.

7.3 County's Actions. Nothing in this Agreement, except for Section 7.1(b), shall be construed to mean that Developer shall defend, indemnify, or hold the County or its elected and appointed representatives, officers, agents and employees harmless from any claims of personal injury, death or property damage or other liabilities arising from (i) the willful misconduct or negligent acts or omissions of the County, or its boards, officers, agents, or employees; and/or (ii) the negligent maintenance or repair by the County of improvements that have been offered for dedication and accepted by the County for maintenance.

## **SECTION 8. TRANSFER OF MAINTENANCE OBLIGATIONS.**

8.1 Creation of Home Owners' Association. Developer has created a Home Owners' Association. The Developer will transfer or has already transferred certain maintenance obligations to the Home Owners' Association. The Home Owners' Association shall be a non-profit corporation formed in accordance with the state and federal law. The Association shall have authority to impose fees sufficient to perform the maintenance obligations transferred to it.

8.2 Written Transfer Agreement Required. When the Developer transfers Developer's maintenance obligations to the Home Owners' Association, Developer shall do so by written transfer agreement approved by the County. In no event shall the County shall bear liability for the Developer's maintenance obligations, including for the County's review and approval of the written transfer agreement.

8.3 Out-of-pocket Account. Prior to any out-of-pocket account being released, the Developer shall request in writing the release of the funds. Any un-bonded items must be inspected and signed off prior to release.

## **SECTION 9. INSURANCE CERTIFICATES.**

9.1 Insurance Certificates. Prior to beginning construction on any facility owned by County, Developer shall furnish to the County certificates of general liability insurance indicating that the County has been added as an additional named insured with respect to

construction of infrastructure. Until such time as such improvements are completed and approved by the County, such insurance coverage shall not terminate or be canceled or the coverage reduced until after thirty (30) days' written notice is given to the County.

#### **SECTION 10. NO AGENCY, JOINT VENTURE OR PARTNERSHIP**

10.1 Relationship. It is specifically understood and agreed to by and between the Parties that: (1) Project is a private development; (2) the County has no interest or responsibilities for, or due to, third parties concerning any improvements until such time, and only until such time, that the County accepts the same pursuant to the provisions of this Agreement; (3) Developer shall have full power over and exclusive control of the Project and Project herein described, subject only to the limitations and obligations of Developer under this Agreement; and (4) the County and Developer hereby renounce the existence of any form of agency relationship, joint venture or partnership express or implied between the County and Developer and agree that nothing contained herein or in any document executed in connection herewith shall be construed as creating any such relationship between the County and Developer.

#### **SECTION 11. MISCELLANEOUS**

11.1 Incorporation of Recitals and Introductory Paragraph. The Recitals contained in this Agreement, and the introductory paragraph preceding the Recitals, are hereby incorporated into this Agreement as if fully set forth herein.

11.2 Subjection and Subordination. Each person or entity that holds any beneficial, equitable, or other interest or encumbrances in all or any portion of Project at any time hereby automatically, and without the need for any further documentation or consent, subjects and subordinates such interests and encumbrances to this Agreement and all amendments hereof. Each such person or entity agrees to provide written evidence of that subjection and subordination within 15 days following a written request for the same from, and in a form reasonably satisfactory to the County.

11.3 Severability. If any term or provision of this Agreement, or the application of any term or provision of this Agreement to a particular situation, is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining terms and provisions of this Agreement, or the application of this Agreement to other situations, shall continue in full force and effect unless amended or modified by mutual consent of the Parties.

11.4 Other Necessary Acts. Each Party shall execute and deliver to the other any further instruments and documents as may be reasonably necessary to carry out the objectives and intent of this Agreement.

11.5 Construction. This Agreement has been reviewed and revised by legal counsel for both the County and Developer, and no presumption or rule that ambiguities shall be construed against the drafting Party shall apply to the interpretation or enforcement of this Agreement.

11.6 Other Miscellaneous Terms. The singular shall include the plural; the masculine gender shall include the feminine; "shall" is mandatory; "may" is permissive.

11.7 Covenants Running with the Land. The provisions of this Agreement shall constitute real covenants, contract and property rights, and equitable servitudes, which shall run with all of the land subject to this Agreement. The burdens and benefits of this Agreement shall bind and inure to the benefit of each of the Parties, and to their respective successors, heirs, assigns, and transferees. Notwithstanding anything in this Agreement to the contrary, the owners of individual units or lots, as opposed to Subdivided plats or parcels, in the Project shall (1) only be subject to the burdens of this Agreement to the extent applicable to their particular unit or lot; and (2) have no right to bring any action under this Agreement as a third-party beneficiary or otherwise.

11.8 Method of Enforcement. The County may look to Developer, the Home Owners' Association, or collectively to each lot or unit owners in the Project for performance of the provisions of this Agreement relative to the portions of the Project owned or controlled by such party. Any cost incurred by the County to secure performance of the provisions of this Agreement shall constitute a valid lien on the Project, including prorated portions to individual lots or units in the Project, on a parity with and collected at the same time and in the same manner as general County taxes and assessments that are a lien on the Project. The County may pursue any remedies available at law or in equity, including the withholding of building permits or certificates of occupancy, to ensure compliance with this Agreement.

11.9 Waiver. No action taken by any Party shall be deemed to constitute a waiver of compliance by such Party with respect to any representation, warranty, or condition contained in this Agreement. Any waiver by any Party of a breach of any provision of this Agreement shall not operate or be construed as a waiver by such Party of any subsequent breach.

11.10 Remedies. Either Party may, in addition to any other rights or remedies, institute an equitable action to cure, correct, or remedy any default, enforce any covenant or agreement herein, enjoin any threatened or attempted violation thereof, enforce by specific performance the obligations and rights of the Parties hereto, or to obtain any remedies consistent with the foregoing and the purpose of this Agreement.

11.11 Utah Law. This Agreement shall be construed and enforced in accordance with the laws of the State of Utah. Any dispute regarding the Agreement that cannot be resolved by the parties shall be resolved in a court of competent jurisdiction in the State of Utah within 50 miles of Wasatch County.

11.12 Covenant of Good Faith and Fair Dealing. Each Party shall use its best efforts and take and employ all necessary actions in good faith consistent with this Agreement and Applicable Law to ensure that the rights secured by the other Party through this Agreement can be enjoyed.

11.13 Requests to Modify Use Restrictions. Developer's successors, heirs, assigns, and transferees shall have the right, without the consent or approval of any other person or entity owning property in any other part of the Project, to request that the County modify any zoning

classification, use, density, design, setback, size, height, open space, road design, road dedication, traffic configuration, site plan, or other use restrictions associated with that portion of the Project to which the successor, heir, assign, or transferee holds title. The County shall consider any such request, but is not required to grant it.

11.14 Representations. Each Party hereby represents and warrants to each other Party that the following statements are true, complete and not misleading as regards the representing warranting Party:

(a) Such Party is duly organized, validly existing and in good standing under the laws of the state of its organization.

(b) Such Party has full authority to enter into this Agreement and to perform all of its obligations hereunder. The individual(s) executing this Agreement on behalf of such Party do so with the full authority of the Party that those individual(s) represent.

(c) This Agreement constitutes the legal, valid and binding obligation of such Party enforceable in accordance with its terms, subject to the rules of bankruptcy, moratorium and equitable principles.

11.15 No Third-Party Beneficiaries. This Agreement is between the County and Developer. No other party shall be deemed a third-party beneficiary or have any rights under this Agreement.

## SECTION 12. NOTICES

Any notice or communication required hereunder between the County and Developer must be in writing, and may be given either personally or by registered or certified mail, return receipt requested. If given by registered or certified mail, such notice or communication shall be deemed to have been given and received on the first to occur of (i) actual receipt by any of the addressees designated below as the Party to whom notices are to be sent, or (ii) five (5) days after a registered or certified letter containing such notice, properly addressed, with postage prepaid, is deposited in the United States mail. If personally delivered, a notice shall be deemed to have been given when delivered to the Party to whom it is addressed. Any Party may at any time, by giving ten (10) days written notice to the other Party, designate any other address to which notices or communications shall be given. Such notices or communications shall be given to the Parties at their addresses set forth below:

If to the County:      Mike Davis  
                                 Wasatch County Manager  
                                 25 N Main Street  
                                 Heber City, UT 84032

                                 Doug Smith  
                                 Wasatch County Planning Dept. Director  
                                 55 South 500 East  
                                 Heber City, UT 84032

With Copies to: Scott Sweat  
Wasatch County Attorney  
805 West 100 South  
Heber City, UT 84032  
ssweat@co.wasatch.ut.us

If to Developer: Redus Park City, LLC  
333 Market Street, 17<sup>th</sup> Floor  
San Francisco, CA 94105  
Attention: David Ash  
Email: david.ash@wellsfargo.com

With Copies to: Snell & Wilmer L.L.P.  
15 West South Temple, Suite 1200  
Salt Lake City, UT 84101  
Attention: Wade R. Budge  
Email: wbudge@swlaw.com

With additional  
copies to: Storied Development, LLC  
2690 Orchard Circle  
Watkinsville, GA 30677  
Attention: Lisa Reynolds  
Email: lreynolds@tvglc.com

With Copies to: Durham Jones & Pinegar  
111 S. Main Street, Suite 2400  
Salt Lake City, UT 84111  
Attention: Paul M. Durham  
Email: pdurham@djplaw.com

### **SECTION 13. ENTIRE AGREEMENT, COUNTERPARTS AND EXHIBITS**

Unless otherwise noted herein, this Agreement is the final and exclusive understanding and agreement of the Parties and supersedes all negotiations or previous agreements between the Parties with respect to all or any part of the subject matter hereof. All waivers of the provisions of this Agreement shall be in writing and signed by the appropriate authorities of the County and Developer. The following exhibits are attached to this Agreement and incorporated herein for all purposes:

Exhibit A – Legal Description of the Property

Exhibit B-1 – Assignment of Affordable Housing Credits

Exhibit B-2 – Fox Bay Agreement

Exhibit C – Will Serve and Feasibility Letters

Exhibit D – Open Space Plan

Exhibit E – Trail Plan, Trail Head Plan, and Kiosk Example

Exhibit F – Architectural Renderings

Exhibit G – Illustrative Plan with Landscape Elements

Exhibit H – Road Plan

Exhibit I – Land Use Depiction

Exhibit J – Community Facilities

Exhibit K – Minutes and Staff Reports

Exhibit L – Preliminary Application Requirements for Tuhaye

**SECTION 14. RECORDATION OF DEVELOPMENT AGREEMENT**

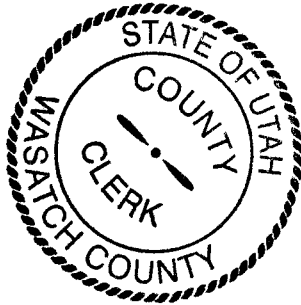
14.1 Recording. No later than ten (10) days after the County enters into this Agreement, the County Clerk shall cause to be recorded, at Developer's expense, an executed copy of this Agreement in the Official Records of the County of Wasatch.

*[Remainder of Page Intentionally Blank; Signatures Follow]*

IN WITNESS WHEREOF, this Agreement has been entered into by and between Developer and the County as of the date and year first above written.

COUNTY:

WASATCH COUNTY,  
a political subdivision of the State of Utah



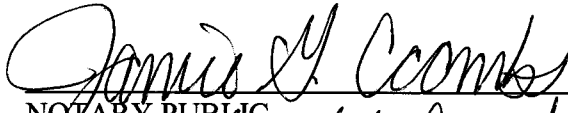
Attest:

  
\_\_\_\_\_  
MIKE DAVIS  
Wasatch County Manager

  
BRENT TITCOMB,  
Wasatch County Clerk Auditor

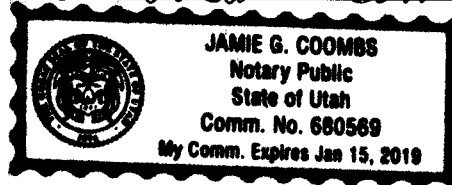
STATE OF UTAH            )  
                                          ss:  
COUNTY OF WASATCH    )

The foregoing instrument was acknowledged before me this 26<sup>th</sup> day of January, 2018, by **Mike Davis**, who executed the foregoing instrument in his capacity as the Wasatch County Manager and by **Brent Titcomb**, who executed the foregoing instrument in his capacity as the Wasatch County Clerk Auditor.

  
\_\_\_\_\_  
NOTARY PUBLIC  
Residing at: Wasatch County

My Commission Expires:

Jan. 15, 2019



[Signatures Continue on Following Page]

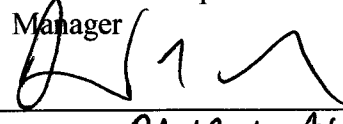


**DEVELOPER:**

**REDUS PARK CITY LLC,**  
a Delaware limited liability company

By: REDUS Properties, Inc.,  
a Delaware corporation

Its: Manager

By: 

Name: DAVID L. ASH

Title: Sr VP

STATE OF UTAH            )  
                                          ):ss  
COUNTY OF \_\_\_\_\_ )

The foregoing instrument was acknowledged before me this \_\_\_\_ day of January, 2018 by David Ash as the Senior Vice President of REDUS PROPERTIES, INC., a Delaware corporation, as manager of REDUS PARK CITY LLC, a Delaware limited liability company.

\_\_\_\_\_  
NOTARY PUBLIC  
Residing at: \_\_\_\_\_

My Commission Expires:  
  
\_\_\_\_\_

*[Signatures Continue on Following Page]*

**PLEASE SEE ATTACHED  
FOR NOTARIZATION**

# CERTIFICATE OF ACKNOWLEDGMENT California All-Purpose Acknowledgment

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California  
County of Contra Costa

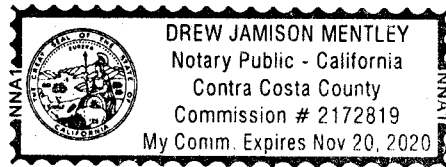
On 1-26-2018 before me, Drew Jamison Mentley, Notary Public,  
Date Name of Officer

personally appeared David L. Ash,  
Name of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Drew Mentley  
Signature of Notary Public

Place Notary Seal Above

### Description of Attached Document

Title or Type of Document: Amended and Restated Development Agreement

Document Date: 1-26-2018 Number of Pages: \_\_\_\_\_

Signers(s) other than named above: \_\_\_\_\_



# CERTIFICATE OF ACKNOWLEDGMENT California All-Purpose Acknowledgment

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California  
County of Contra Costa

On 1-26-2018 before me, Drew Jamison Mentley, Notary Public,  
Date Name of Officer

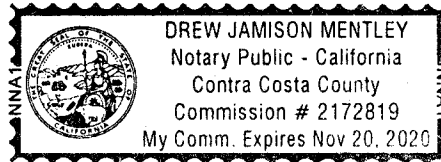
personally appeared David L. Ash  
Name of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Drew Mentley  
Signature of Notary Public



Place Notary Seal Above

### Description of Attached Document

Title or Type of Document: Amended and Restated Development Agreement  
Document Date: 1-26-2018 Number of Pages: \_\_\_\_\_  
Signers(s) other than named above: \_\_\_\_\_

**EXHIBIT A**  
**TUHAYE AMENDED AND RESTATED**  
**DEVELOPMENT AGREEMENT**  
**[Legal Description of Property]**

**PARCEL 1:**

LOTS MD-1 THROUGH MD-29, INCLUSIVE, THE OPEN SPACE LOTS AND THE ROADS CONTAINED IN TUHAYE MOON DANCE PHASE 1 SUBDIVISION, ACCORDING TO THE OFFICIAL PLAT THEREOF RECORDED FEBRUARY 8, 2008 AS ENTRY NO. 331798 IN BOOK 959 AT PAGES 2158 THROUGH 2160 OF THE OFFICIAL RECORDS IN THE WASATCH COUNTY RECORDER'S OFFICE.

(Tax Serial Nos. (SERIAL NO. 0TQ-1001 AND PARCEL NO. 00-0020-7753)(SERIAL NO. 0TQ-1002 AND PARCEL NO. 00-0020-7754) (SERIAL NO. 0TQ-1003 AND PARCEL NO. 00-0020-7755) (SERIAL NO. 0TQ-1004 AND PARCEL NO. 00-0020-7756) (SERIAL NO. 0TQ-1005 AND PARCEL NO. 00-0020-7757) (SERIAL NO. 0TQ-1006 AND PARCEL NO. 00-0020-7758) (SERIAL NO. 0TQ-1007 AND PARCEL NO. 00-0020-7759) (SERIAL NO. 0TQ-1008 AND PARCEL NO. 00-0020-7760) (SERIAL NO. 0TQ-1009 AND PARCEL NO. 00-0020-7761) (SERIAL NO. 0TQ-1010 AND PARCEL NO. 00-0020-7762) (SERIAL NO. 0TQ-1011 AND PARCEL NO. 00-0020-7763)(SERIAL NO. 0TQ-1012 AND PARCEL NO. 00-0020-7764) (SERIAL NO. 0TQ-1013 AND PARCEL NO. 00-0020-7765) (SERIAL NO. 0TQ-1014 AND PARCEL NO. 00-0020-7766)(SERIAL NO. 0TQ-1015 AND PARCEL NO. 00-0020-7767) (SERIAL NO. 0TQ-1016 AND PARCEL NO. 00-0020-7768) (SERIAL NO. 0TQ-1017 AND PARCEL NO. 00-0020-7769)(SERIAL NO. 0TQ-1018 AND PARCEL NO. 00-0020-7770) (SERIAL NO. 0TQ-1019 AND PARCEL NO. 00-0020-7771) (SERIAL NO. 0TQ-1020 AND PARCEL NO. 00-0020-7772) (SERIAL NO. 0TQ-1021 AND PARCEL NO. 00-0020-7773)(SERIAL NO. 0TQ-1022 AND PARCEL NO. 00-0020-7774) (SERIAL NO. 0TQ-1023 AND PARCEL NO. 00-0020-7775) (SERIAL NO. 0TQ-1024 AND PARCEL NO. 00-0020-7776) (SERIAL NO. 0TQ-1025 AND PARCEL NO. 00-0020-7777) (SERIAL NO. 0TQ-1026 AND PARCEL NO. 00-0020-7778) (SERIAL NO. 0TQ-1027 AND PARCEL NO. 00-0020-7779) (SERIAL NO. 0TQ-1028 AND PARCEL NO. 00-0020-7780) (SERIAL NO. 0TQ-1029 AND PARCEL NO. 00-0020-7781) (SERIAL NO. 0TQ-10PN-1 AND PARCEL NO. 00-0020-7782) and (SERIAL NO. 0TQ-10PN-2 AND PARCEL NO. 00-0020-7783).

**PARCEL 1A (SITLA RETAINED LANDS):**

BEGINNING AT THE SOUTHEAST CORNER OF SECTION 27, TOWNSHIP 2 SOUTH, RANGE 5 EAST, SALT LAKE BASE AND MERIDIAN; THENCE NORTH 00°14'19" WEST 160.52 FEET TO THE SOUTHWEST CORNER OF SECTION 26, TOWNSHIP 2 SOUTH, RANGE 5 EAST, SALT LAKE BASE AND MERIDIAN; SALT LAKE BASE AND MERIDIAN; THENCE NORTH 00°07'34" EAST 1303.09 FEET ALONG THE SECTION LINE; THENCE NORTH 52°10'02" WEST 630.95 FEET; THENCE SOUTH 24°17'24" EAST 577.52 FEET; THENCE SOUTH 53°29'07" WEST 573.66 FEET; THENCE NORTH 77°50'12" WEST 182.47 FEET; THENCE NORTH 49°02'53" WEST 296.74 FEET; THENCE NORTH 55°01'24" WEST 882.82 FEET; THENCE SOUTH 83°10'10" WEST 1258.47 FEET; THENCE NORTH 16°48'16" WEST 677.31 FEET; THENCE SOUTH 86°54'49" WEST 1093.54 FEET; THENCE NORTH 54°04'25" WEST 650.83 FEET; THENCE NORTH 06°08'48" WEST 89.80 FEET; THENCE SOUTH 89°57'02" WEST 394.73 FEET TO THE WEST QUARTER CORNER OF SAID SECTION 27; THENCE SOUTH 00°08'46" WEST 2646.45 FEET ALONG THE WEST LINE OF SAID SECTION 27 TO THE SOUTHWEST CORNER OF SAID SECTION 27; THENCE NORTH 89°51'00" EAST 2620.52 FEET; ALONG THE SOUTH LINE OF SAID SECTION 27 TO THE SOUTH QUARTER CORNER OF SAID SECTION 27; THENCE NORTH 89°51'00" EAST 2700.40 FEET ALONG THE SOUTH LINE OF SAID SECTION 27 TO THE point of beginning.

**PARCEL 1B:**

**SITE 1:**

A PARCEL OF LAND LOCATED IN THE SOUTHEAST QUARTER OF SECTION 21, TOWNSHIP 2 SOUTH, RANGE 5 EAST, SALT LAKE BASE AND MERIDIAN, WASATCH COUNTY, UTAH, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE EAST QUARTER CORNER OF SAID SECTION 21, THENCE SOUTH 00°06'38" WEST 823.56 FEET ALONG THE EAST LINE OF SAID SECTION 21, THENCE WEST 992.64 FEET TO A POINT ON THE EAST LINE OF UINTAH DRIVE AND THE POINT OF BEGINNING; THENCE NORTH 82°35'16" EAST 100.33 FEET; THENCE SOUTH 44°03'18" EAST 164.35 FEET; THENCE SOUTH 15°36'37" WEST 125.59 FEET; THENCE NORTH 66°06'04" WEST 216.86 FEET TO A POINT ON SAID EAST LINE OF NORTH UINTAH DRIVE AND THE BEGINNING OF A 250.00 FOOT RADIUS NON-TANGENT CURVE TO THE LEFT; THENCE ALONG THE ARC OF SAID CURVE 141.35 FEET HAVING A CENTRAL ANGLE OF 32°23'44" (CHORD BEARS NORTH 07°32'06" EAST 139.48 FEET) TO THE POINT OF BEGINNING.

(Tax Serial No. OWC-3225-1 and Parcel No. 00-0021-2291).

**SITE 2:**

A PARCEL OF LAND LOCATED IN THE SOUTHEAST QUARTER OF SECTION 21, TOWNSHIP 2 SOUTH, RANGE 5 EAST, SALT LAKE BASE AND MERIDIAN, WASATCH COUNTY, UTAH, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE EAST QUARTER CORNER OF SAID SECTION 21, THENCE SOUTH 00°06'38" WEST 1690.65 FEET ALONG THE EAST LINE OF SAID SECTION 21, THENCE WEST 1016.80 FEET TO A POINT ON THE EAST LINE OF UINTAH DRIVE AND THE POINT OF BEGINNING; THENCE SOUTH 71°19'25" EAST 107.78 FEET; THENCE SOUTH 11°15'28" EAST 298.82 FEET; THENCE SOUTH 00°39'09" EAST 481.96 FEET; THENCE SOUTH 83°35'08" WEST 288.92 FEET TO A POINT ON THE EAST LINE OF SAID UINTAH DRIVE; THENCE ALONG SAID EAST LINE THE FOLLOWING FOUR (4) COURSES: (1) NORTH 12°10'07" WEST 460.21 FEET TO THE BEGINNING OF A 200.00 FOOT RADIUS CURVE TO THE RIGHT, (2) ALONG THE ARC OF SAID CURVE 193.15 FEET HAVING A CENTRAL ANGLE OF 55°20'01" (CHORD BEARS NORTH 15°29'54" EAST 185.73 FEET), (3) NORTH 43°09'54" EAST 166.49 FEET TO THE BEGINNING OF A 250.00 FOOT RADIUS CURVE TO THE LEFT, (4) ALONG THE ARC OF SAID CURVE 107.41 FEET HAVING A CENTRAL ANGLE OF 24°37'01" (CHORD BEARS NORTH 30°51'15" EAST 106.59 FEET) TO THE POINT OF BEGINNING.

(Tax Serial No. OWC-3225-2 and Parcel No. 00-0021-2292).

**SITE 3:**

A PARCEL OF LAND LOCATED IN THE NORTHWEST QUARTER OF SECTION 27, TOWNSHIP 2 SOUTH, RANGE 5 EAST, SALT LAKE BASE AND MERIDIAN, WASATCH COUNTY, UTAH, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE SOUTH LINE OF MIDNIGHT COURT BEING THE NORTHEAST CORNER OF LOT MD-19, TUHAYE MOON DANCE PHASE 1 SUBDIVISION, ENTRY NUMBER 331798, RECORDED IN THE WASATCH COUNTY RECORDER'S OFFICE, SAID POINT BEING SOUTH 89°56'26" EAST 185.28 FEET AND SOUTH 1402.35 FEET FROM THE NORTHWEST CORNER OF SAID SECTION 27; THENCE ALONG THE SOUTH LINE OF SAID MIDNIGHT COURT

THE FOLLOWING FOUR (4) COURSES: (1) SOUTH 58°07'24" EAST 47.21 FEET TO THE BEGINNING OF A 75.00 FOOT RADIUS CURVE TO THE RIGHT, (2) ALONG THE ARC OF SAID CURVE 64.54 FEET HAVING A CENTRAL ANGLE OF 49°18'24" (CHORD BEARS SOUTH 33°28'12" EAST 62.57 FEET), (3) SOUTH 08°49'00" EAST 66.84 FEET TO THE BEGINNING OF A 13.00 FOOT RADIUS CURVE TO THE RIGHT, (4) ALONG THE ARC OF SAID CURVE 14.45 FEET HAVING A CENTRAL ANGLE OF 63°41'50" (CHORD BEARS SOUTH 23°01'56" WEST 13.72 FEET) TO A POINT ON THE NORTH LINE OF UINTAH DRIVE AND THE BEGINNING OF A 475.00 FOOT REVERSE CURVE TO THE LEFT; THENCE ALONG THE ARC OF SAID CURVE 110.02 FEET HAVING A CENTRAL ANGLE OF 13°16'14" (CHORD BEARS SOUTH 48°23'30" WEST 109.77 FEET) TO A POINT ON THE EAST LINE OF SAID LOT MD-19; THENCE ALONG THE EAST LINE OF SAID LOT MD-19 THE FOLLOWING TWO (2) COURSES: (1) NORTH 09°35'26" WEST 179.05 FEET, (2) NORTH 31°52'48" EAST 61.41 FEET TO THE POINT OF BEGINNING.

(Tax Serial NO. OWC-0145-J and Parcel No. 00-0020-5605)

SITE 4:

A PARCEL OF LAND LOCATED IN THE SOUTHWEST QUARTER OF SECTION 22, TOWNSHIP 2 SOUTH, RANGE 5 EAST, SALT LAKE BASE AND MERIDIAN, WASATCH COUNTY, UTAH, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE WEST QUARTER CORNER OF SAID SECTION 21, THENCE SOUTH 00°06'38" WEST 997.30 FEET ALONG THE WEST LINE OF SAID SECTION 22, THENCE EAST 476.20 FEET TO THE POINT OF BEGINNING; THENCE NORTH 67°08'22" EAST 284.96 FEET TO A POINT ON A 305.00 FOOT RADIUS NON-TANGENT CURVE TO THE LEFT, SAID POINT ALSO BEING ON THE WEST LINE OF TUHAYE PARK DRIVE, TUHAYE PHASE 1 SUBDIVISION THIRD AMENDED, RECORDED IN THE WASATCH COUNTY RECORDER'S OFFICE, ENTRY NUMBER 297718; THENCE ALONG SAID WEST LINE THE FOLLOWING FIVE (5) COURSES: (1) ALONG THE ARC OF SAID CURVE 456.48 FEET HAVING A CENTRAL ANGLE OF 85°45'04" (CHORD BEARS SOUTH 17°33'08" EAST 415.05 FEET); (2) SOUTH 60°25'40" EAST 186.95 FEET TO THE BEGINNING OF A 245.00 FOOT RADIUS CURVE TO THE RIGHT; (3) ALONG THE ARC OF SAID CURVE 177.20 FEET HAVING A CENTRAL ANGLE OF 41°26'28" (CHORD BEARS SOUTH 39°42'26" EAST 173.37 FEET); (4) SOUTH 18°59'12" EAST 199.53 FEET; (5) SOUTH 15°33'11" EAST 100.18 FEET; THENCE SOUTH 71°00'48" WEST 221.77 FEET; THENCE NORTH 32°02'14" WEST 1023.94 FEET TO THE POINT OF BEGINNING.

(Tax Serial No. OWC-0141-7 AND PARCEL NO. 00-0020-2287)

SITE 5:

A PARCEL OF LAND LOCATED IN THE NORTHWEST QUARTER OF SECTION 26, TOWNSHIP 2 SOUTH, RANGE 5 EAST, SALT LAKE BASE AND MERIDIAN, WASATCH COUNTY, UTAH, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 26, THENCE NORTH 89°16'35" EAST 1512.72 FEET ALONG THE NORTH LINE OF SAID SECTION 26, THENCE SOUTH 1130.49 FEET TO THE NORTHWEST CORNER OF TUHAYE WHISPERING HAWK PHASE 2, ENTRY NUMBER 354796, AND A POINT ON THE SOUTH LINE OF TUHAYE HOLLOW DRIVE, TUHAYE WHISPERING HAWK PHASE 1, ENTRY NUMBER 351487, BOTH RECORDED IN THE WASATCH COUNTY RECORDER'S OFFICE, SAID POINT ALSO BEING THE POINT OF BEGINNING; THENCE ALONG THE NORTH LINE OF SAID TUHAYE HOLLOW DRIVE THE FOLLOWING THREE (3) COURSES: (1) NORTH 78°32'46" EAST 91.72 FEET TO THE BEGINNING OF A 245.00 FOOT RADIUS CURVE TO THE RIGHT; (2) ALONG THE ARC OF SAID CURVE 237.56 FEET HAVING A CENTRAL ANGLE OF 55°33'21" (CHORD BEARS SOUTH 73°40'33" EAST 228.36 FEET); (3) SOUTH 45°53'52"

EAST 469.56 FEET; THENCE SOUTH 44°06'08" WEST 115.18 FEET; THENCE NORTH 77°11'07" WEST 564.25 FEET TO THE SOUTHEAST CORNER OF SAID TUHAYE WHISPERING HAWK PHASE 2; THENCE ALONG THE EAST LINE OF SAID TUHAYE WHISPERING HAWK PHASE 2 THE FOLLOWING TWO (2) COURSES: (1) NORTH 17°51'47" WEST 235.64 FEET; (2) NORTH 28°00'30" EAST 120.10 FEET TO THE POINT OF BEGINNING.

(Tax Serial No. OWC-0144-4 AND PARCEL NO. 00-0017-1707)

SITE 6:

A PARCEL OF LAND LOCATED IN THE NORTHWEST QUARTER OF SECTION 26, TOWNSHIP 2 SOUTH, RANGE 5 EAST, SALT LAKE BASE AND MERIDIAN, WASATCH COUNTY, UTAH, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 26, THENCE NORTH 89°16'35" EAST 2543.41 FEET ALONG THE NORTH LINE OF SAID SECTION 26, THENCE SOUTH 980.66 FEET TO A POINT ON THE SOUTH LINE OF GOLF COURSE PARCEL 4 AND THE POINT OF BEGINNING; THENCE ALONG SAID PARCEL 4 SOUTH 31°44'04" WEST 606.18 FEET TO A POINT ON THE NORTH LINE OF TUHAYE HOLLOW DRIVE, SHOWN ON TUHAYE WHISPERING HAWK PHASE 1, ENTRY NUMBER 351487, RECORDED IN THE WASATCH COUNTY RECORDER'S OFFICE; THENCE ALONG THE NORTH LINE OF SAID TUHAYE HOLLOW DRIVE THE FOLLOWING EIGHT (8) COURSES: (1) NORTH 45°53'52" WEST 502.67 FEET TO THE BEGINNING OF A 305.00 FOOT RADIUS CURVE TO THE LEFT; (2) ALONG THE ARC OF SAID CURVE 295.74 FEET HAVING A CENTRAL ANGLE OF 55°33'21" (CHORD BEARS NORTH 73°40'33" WEST 284.29 FEET); (3) SOUTH 78°32'46" WEST 131.14 FEET TO THE BEGINNING OF A 320.00 FOOT RADIUS CURVE TO THE RIGHT; (4) ALONG THE ARC OF SAID CURVE 158.12 FEET HAVING A CENTRAL ANGLE OF 28°18'42" (CHORD BEARS NORTH 87°17'53" WEST 156.52 FEET); (5) NORTH 73°08'32" WEST 307.65 FEET TO THE BEGINNING OF A 320.00 FOOT RADIUS CURVE TO THE RIGHT; (6) ALONG THE ARC OF SAID CURVE 142.74 FEET HAVING A CENTRAL ANGLE OF 25°33'28" (CHORD BEARS NORTH 60°21'48" WEST 141.56 FEET); (7) NORTH 47°35'04" WEST 202.66 FEET TO THE BEGINNING OF A 170.00 FOOT RADIUS CURVE TO THE RIGHT; (8) ALONG THE ARC OF SAID CURVE 32.29 FEET HAVING A CENTRAL ANGLE OF 11°13'08" (CHORD BEARS NORTH 41°58'30" WEST 33.23 FEET) TO A POINT ON THE SOUTH LINE OF SAID PARCEL 4; THENCE ALONG THE SOUTH LINE OF SAID PARCEL 4 THE FOLLOWING TWO (2) COURSES: (1) SOUTH 86°29'20" EAST 884.83 FEET; (2) SOUTH 80°15'43" EAST 957.45 FEET TO THE POINT OF BEGINNING.

(Tax Serial Nos. OWC-0144-K AND PARCEL NO. 00-0020-8817 and OWC-0144-M AND PARCEL NO. 00-0020-8819)

SITE 7:

A PARCEL OF LAND LOCATED IN THE SOUTH HALF OF SECTION 27, TOWNSHIP 2 SOUTH, RANGE 5 EAST, SALT LAKE BASE AND MERIDIAN, WASATCH COUNTY, UTAH, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE WEST QUARTER CORNER OF SAID SECTION 27, THENCE NORTH 89°57'02" EAST 2023.32 FEET, THENCE SOUTH 413.68 FEET TO THE SOUTHEAST CORNER OF LOT TP-29, TUHAYE TWIN PEAKS SUBDIVISION, PHASE "C", ENTRY NUMBER 385896, RECORDED IN THE WASATCH COUNTY RECORDER'S OFFICE, AND THE POINT OF BEGINNING; THENCE ALONG THE SOUTH LINE OF SAID PHASE "C" THE FOLLOWING TWENTY (20) COURSES: (1) NORTH 86°54'49" EAST 281.85 FEET; (2) NORTH 82°07'44" EAST 579.79 FEET; (3) SOUTH 28°38'35" EAST 198.30 FEET; (4) NORTH 61°21'25" EAST 142.38 FEET TO THE BEGINNING OF A 525.00 FOOT RADIUS CURVE TO THE RIGHT; (5) ALONG THE ARC OF SAID CURVE 81.88 FEET HAVING A CENTRAL ANGLE 08°56'11" (CHORD BEARS NORTH 65°49'31" EAST 81.80 FEET); (6) NORTH 70°17'36" EAST 379.70 FEET TO THE BEGINNING OF A 275.00 FOOT RADIUS CURVE TO THE



LEFT; (7) ALONG THE ARC OF SAID CURVE 158.73 FEET HAVING A CENTRAL ANGLE OF 33°04'19" (CHORD BEARS NORTH 53°45'27" EAST 156.54 FEET; (8) NORTH 37°13'17" EAST 54.16 FEET; (9) SOUTH 79°34'39" EAST 56.02 FEET; (10) SOUTH 37°13'17" WEST 79.42 FEET TO THE BEGINNING OF A 325.00 FOOT RADIUS CURVE TO THE RIGHT; (11) ALONG THE ARC OF SAID CURVE 61.47 FEET HAVING A CENTRAL ANGLE OF 10°50'11" (CHORD BEARS SOUTH 42°38'22" WEST 61.38 FEET); (12) SOUTH 52°15'34" EAST 802.75 FEET; (13) NORTH 65°28'59" EAST 54.10 FEET TO THE BEGINNING OF A 275.00 FOOT RADIUS CURVE TO THE RIGHT; (14) ALONG THE ARC OF SAID CURVE 196.18 FEET HAVING A CENTRAL ANGLE OF 40°52'28" (CHORD BEARS NORTH 85°55'13" EAST 192.05 FEET); (15) SOUTH 73°38'33" EAST 196.92 FEET TO THE BEGINNING OF A 75.00 FOOT RADIUS CURVE TO THE LEFT; (16) ALONG THE ARC OF SAID CURVE 141.43 FEET HAVING A CENTRAL ANGLE OF 108°02'41" (CHORD BEARS NORTH 52°20'07" EAST 121.39 FEET); (17) NORTH 01°41'13" WEST 28.97 FEET; (18) NORTH 68°41'03" EAST 53.08 FEET; (19) SOUTH 01°41'13" EAST 46.81 FEET TO THE BEGINNING OF A 130.18 FOOT RADIUS CURVE TO THE RIGHT; (20) ALONG THE ARC OF SAID CURVE 117.13 FEET HAVING A CENTRAL ANGLE OF 51°33'07" (CHORD BEARS SOUTH 25°14'27" WEST 113.22 FEET) TO A POINT ; THENCE SOUTH 24°17'22" EAST 577.51 FEET; THENCE SOUTH 53°29'07" WEST 573.66 FEET; THENCE NORTH 77°50'12" WEST 182.47 FEET; THENCE NORTH 49°02'53" WEST 296.74 FEET; THENCE NORTH 55°01'24" WEST 882.82 FEET; THENCE SOUTH 83°10'10" WEST 1258.47 FEET; THENCE NORTH 16°48'16" WEST 677.31 FEET TO THE POINT OF BEGINNING.

SITE 8:

A PARCEL OF LAND LOCATED IN THE SOUTHEAST QUARTER OF SECTION 21 AND THE NORTHEAST QUARTER OF SECTION 28, TOWNSHIP 2 SOUTH, RANGE 5 EAST, SALT LAKE BASE AND MERIDIAN, WASATCH COUNTY, UTAH, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE EAST QUARTER CORNER OF SAID SECTION 28, THENCE SOUTH 89°48'49" WEST 1327.34 FEET; THENCE NORTH 00°15'17" WEST 2657.91 FEET; THENCE NORTH 00°09'55" WEST 1884.42 FEET TO THE SOUTH CORNER OF LOT 3N-14, TUHAYE PHASE 3 NORTH SUBDIVISION, ENTRY NUMBER 287406, RECORDED IN THE WASATCH COUNTY RECORDER'S OFFICE; THENCE NORTH 49°17'18" EAST 322.27 FEET ALONG THE SOUTH LINE OF SAID LOT 3N-14 TO A POINT ON THE WEST LINE OF UINTAH DRIVE SHOWN ON SAID PHASE 3 NORTH SUBDIVISION PLAT; THENCE SOUTH 08°42'58" EAST 95.62 FEET ALONG THE WEST LINE OF SAID UINTAH DRIVE TO A POINT COMMON TO SAID PHASE 3 NORTH AND TUHAYE PHASE 7 NORTH SUBDIVISION, ENTRY NUMBER 303813, RECORDED IN THE WASATCH COUNTY RECORDER'S OFFICE; THENCE CONTINUING ALONG THE WEST LINE OF SAID UINTAH DRIVE THE FOLLOWING FOURTEEN (14) COURSES: (1) SOUTH 14°25'36" EAST 50.25 FEET; (2) SOUTH 08°42'58" EAST 116.21 FEET TO THE BEGINNING OF A 200.00 FOOT RADIUS CURVE TO THE RIGHT; (3) ALONG THE ARC OF SAID CURVE 165.52 FEET HAVING A CENTRAL ANGLE OF 47°25'09" (CHORD BEARS SOUTH 14°59'37" WEST 160.84 FEET); (4) SOUTH 38°42'11" WEST 102.75 FEET TO THE BEGINNING OF A 250.00 FOOT CURVE TO THE LEFT; (5) ALONG THE ARC OF SAID CURVE 291.64 FEET HAVING A CENTRAL ANGLE OF 66°50'23" (CHORD BEARS SOUTH 05°17'00" WEST 275.38 FEET); (6) SOUTH 28°08'12" EAST 199.73 FEET TO THE BEGINNING OF A 200 FOOT RADIUS CURVE TO THE RIGHT; (7) ALONG THE ARC OF SAID CURVE 248.89 FEET HAVING A CENTRAL ANGLE OF 71°18'06" (CHORD BEARS SOUTH 07°30'51" WEST 233.14 FEET); (8) SOUTH 43°09'54" WEST 166.49 FEET TO THE BEGINNING OF A 250.00 FOOT RADIUS CURVE TO THE LEFT; (9) ALONG THE ARC OF SAID CURVE 241.44 FEET HAVING A CENTRAL ANGLE OF 55°20'01" (CHORD BEARS SOUTH 15°29'54" WEST 232.16 FEET); (10) SOUTH 12°10'07" EAST 522.01 FEET TO THE BEGINNING OF A 575.00 FOOT RADIUS CURVE TO THE RIGHT; (11) ALONG THE ARC OF SAID CURVE 196.73 FEET HAVING A CENTRAL ANGLE OF 19°36'12" (CHORD BEARS SOUTH 02°22'01" EAST 195.77 FEET); (12) SOUTH 07°26'05" WEST 591.78 FEET TO THE BEGINNING OF A 375.00 FOOT RADIUS CURVE TO THE LEFT; (13) ALONG THE ARC OF SAID CURVE 419.46 FEET HAVING A CENTRAL ANGLE OF 64°05'20" (CHORD BEARS SOUTH 24°36'35" EAST 397.93 FEET); (14) SOUTH 56°39'15" EAST 254.72 FEET TO A POINT ON THE WEST LINE OF THE TUHAYE 8 SOUTH SUBDIVISION, ENTRY NUMBER 303814, RECORDED IN THE WASATCH COUNTY

RECORDER'S OFFICE, THENCE ALONG THE WEST AND SOUTH LINE OF SAID TUHAYE 8 SOUTH SUBDIVISION THE FOLLOWING NINE (9) COURSES: (1) SOUTH 14°04'49" WEST 837.27 FEET; (2) SOUTH 44°21'04" EAST 239.49 FEET; (3) SOUTH 22°21'09" WEST 50.18 FEET TO A POINT ON A 180.00 FOOT RADIUS CURVE TO THE LEFT; (4) ALONG THE ARC OF SAID CURVE 54.83 FEET HAVING A CENTRAL ANGLE OF 19°38'03" (CHORD BEARS SOUTH 12°32'08" WEST 54.56 FEET); (5) SOUTH 87°16'54" EAST 50.00 FEET TO A POINT ON A 110.00 FOOT RADIUS NON-TANGENT CURVE TO THE LEFT; (6) ALONG THE ARC OF SAID CURVE 65.12 FEET HAVING A CENTRAL ANGLE OF 33°55'01" (CHORD BEARS SOUTH 14°14'24" EAST 64.17 FEET); (7) SOUTH 31°11'55" EAST 142.59 FEET; (8) NORTH 85°28'55" EAST 408.82 FEET; (9) SOUTH 62°25'47" EAST 423.64 FEET TO THE EAST QUARTER CORNER OF SAID SECTION 28 AND THE POINT OF BEGINNING.

(Tax Serial Nos. OWC-0146 AND PARCEL NO. 00-0007-2848 and OWC-0137-1 AND PARCEL NO. 00-0012-1207)

**PARCEL 2:**

Situated in Wasatch County, Utah

Township 2 South, Range 5 East, SLB&M  
Section 21: Lots 6, 10, 11, 12, and 13  
Section 28: Lots 7 THROUGH 13 INCLUSIVE, LOTS 16, 17 AND NE1/4SE1/4

(TAX SERIAL NOS. OWC-3128 AND PARCEL NO. 00-0020-1751, OWC-3129 AND PARCEL NO. 00-0020-1752, OWC-3130 AND PARCEL NO. 00-0020-1753, OWC-3131 AND PARCEL NO. 00-0020-1754, OWC-3132 AND PARCEL NO. 00-0020-1755, OWC-3133 AND PARCEL NO. 00-0020-1756, OWC-3134 AND PARCEL NO. 00-0020-1757, OWC-3135 AND PARCEL NO. 00-0020-1758 AND OWC-3137 AND PARCEL NO. 00-0020-2240)

**(EASEMENT 1):**

TOGETHER AN ACCESS EASEMENT AS FOLLOWS:

BEGINNING AT POINT ON THE SOUTHERLY RIGHT OF WAY LINE OF UTAH HIGHWAY U-248, AT APPROXIMATE U.D.O.T. HIGHWAY ENGINEER STATION 348+42, SAID POINT BEING NORTH 00°04'35" EAST ALONG THE SECTION LINE 697.94 FEET AND SOUTH 87°12'07" WEST ALONG SAID SOUTHERLY RIGHT OF WAY LINE 267.33 FEET FROM THE EAST QUARTER CORNER OF SECTION 21, TOWNSHIP 2 SOUTH, RANGE 5 EAST, SALT LAKE BASE AND MERIDIAN (BASIS OF BEARING BEING NORTH 00°04'35" EAST 2669.92 FEET BETWEEN SAID EAST QUARTER CORNER AND THE NORTHEAST CORNER OF SAID SECTION 21), SAID POINT ALSO BEING A NON-TANGENT POINT OF CURVATURE OF A 236.00 FOOT RADIUS CURVE TO THE RIGHT, THE CENTER OF WHICH BEARS NORTH 81°18'59" WEST; AND RUNNING THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE 172.54 FEET THROUGH A CENTRAL ANGLE OF 41°53'18"; THENCE SOUTH 50°34'19" WEST 24.37 FEET TO A POINT OF CURVATURE OF A 15.50 FOOT RADIUS CURVE TO THE LEFT, THE CENTER OF WHICH BEARS SOUTH 39°25'41" EAST; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE 23.67 FEET THROUGH A CENTRAL ANGLE OF 87°30'00"; THENCE SOUTH 36°55'41" EAST 180.40 FEET TO A POINT OF CURVATURE OF A 211.00 FOOT RADIUS CURVE TO THE RIGHT, THE CENTER OF WHICH BEARS SOUTH 53°04'19" WEST; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE 95.78 FEET THROUGH A

CENTRAL ANGLE OF 26°00'29"; THENCE SOUTH 10°55'12" EAST 100.00 FEET TO A POINT OF CURVATURE OF A 139.00 FOOT RADIUS CURVE TO THE LEFT, THE CENTER OF WHICH BEARS NORTH 79°04'48" EAST; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE 186.74 FEET THROUGH A CENTRAL ANGLE OF 76°58'04"; THENCE SOUTH 87°53'17" EAST 29.20 FEET; THENCE SOUTH 49°10'01" WEST 87.87 FEET THENCE NORTH 89°24'01" WEST 32.92 FEET TO A NON-TANGENT POINT OF CURVATURE OF A 211.00 FOOT RADIUS CURVE TO THE RIGHT, THE CENTER OF WHICH BEARS NORTH 20°55'17" EAST; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE 214.18 FEET THROUGH A CENTRAL ANGLE OF 58°09'31"; THENCE NORTH 10°55'12" WEST 100.00 FEET TO A POINT OF CURVATURE OF A 139.00 FOOT RADIUS CURVE TO THE LEFT, THE CENTER OF WHICH BEARS SOUTH 79°04'48" WEST; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE 63.10 FEET THROUGH A CENTRAL ANGLE OF 26°00'29"; THENCE NORTH 36°55'41" WEST 175.68 FEET TO A POINT OF CURVATURE OF A 15.50 FOOT RADIUS CURVE TO THE LEFT, THE CENTER OF WHICH BEARS SOUTH 53°04'19" WEST; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE 25.96 FEET THROUGH A CENTRAL ANGLE OF 95°58'22"; THENCE NORTH 39°25'41" WEST 72.09 FEET TO A NON-TANGENT POINT OF CURVATURE OF A 211.00 FOOT RADIUS CURVE TO THE RIGHT, THE CENTER OF WHICH BEARS SOUTH 41°42'54" EAST; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE 8.42 FEET THROUGH A CENTRAL ANGLE OF 02°17'13"; THENCE NORTH 50°34'19" EAST 120.00 FEET TO A POINT OF CURVATURE OF A 164.00 FOOT RADIUS CURVE TO THE LEFT, THE CENTER OF WHICH BEARS NORTH 39°25'41" WEST; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE 105.12 FEET THROUGH A CENTRAL ANGLE OF 36°43'30" TO SAID SOUTHERLY RIGHT OF WAY LINE; THENCE NORTH 87°12'07" EAST ALONG SAID SOUTHERLY RIGHT OF WAY LINE 74.15 FEET TO THE POINT OF BEGINNING.

**Parcel 3:**

THE FOLLOWING PATENTED MINING CLAIMS LOCATED IN THE ELK HORN MINING DISTRICT AND SITUATED IN WASATCH COUNTY, UTAH AS THE SAME ARE DESCRIBED IN THEIR RESPECTIVE PATENTS AND MINERAL SURVEYS:

STAR, M.S. 6968  
 STAR NO. 1, M.S. 6968  
 STAR NO. 2, M.S. 6968  
 STAR NO. 3, M.S. 6968  
 STAR NO. 4, M.S. 6968  
 NELSON NO. ONE, M.S. 6968  
 NELSON NO. TWO, M.S. 6968  
 NELSON NO. 3, M.S. 6968  
 NELSON NO. THREE, M.S. 6968  
 NELSON NO. FOUR, M.S. 6968  
 NELSON NO. SIX, M.S. 6968  
 NELSON NO. EIGHT M.S. 6968  
 NELSON NO. TEN M.S. 6968  
 NELSON NO. ELEVEN M.S. 6968  
 NELSON NO. TWELVE M.S. 6968  
 PARK NELSON NO. 2, M.S. 6968  
 PARK NELSON NO. 3, M.S. 6968  
 PARK NELSON NO. 5, M.S. 6968  
 PARK NELSON NO. 6, M.S. 6968  
 PARK NELSON NO. 7, M.S. 6968

EXCEPTING THEREFROM ANY PORTIONS OF THE SAID CLAIMS THAT MAY LIE WITHIN THE FOLLOWING:

MINING CLAIMS OR LOTS NO. 37 AND 38; THE I.X.L. NO. 4 AND THE I.X.L. NO. 5 LODGE MINING CLAIMS SURVEY NO. 5554; THE SOUTHEAST QUARTER OF SECTION 16, TOWNSHIP 2 SOUTH RANGE 5 EAST SLB&M; THE EAST HALF OF THE SOUTHEAST QUARTER; THE NORTH HALF OF THE NORTHWEST QUARTER AND THE SOUTH HALF OF THE NORTHWEST QUARTER OF SECTION 21, TOWNSHIP 2 SOUTH, RANGE 5 EAST, SLB&M; THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 22 TOWNSHIP 2 SOUTH, RANGE 5 EAST SLB&M; THE EAST HALF OF THE NORTHEAST QUARTER OF SECTION 28, TOWNSHIP 2 SOUTH, RANGE 5 EAST SLB&M; AND THE NORTHWEST QUARTER OF SECTION 29, TOWNSHIP 2 SOUTH, RANGE 5 EAST, SLB&M;

ALSO EXCEPTING THOSE PORTIONS OF THE NELSON NO. 10, NELSON NO. 9, NELSON NO. 11, NELSON NO. 12, AS CONVEYED TO THE PARK-PREMIER MINING COMPANY IN QUIT CLAIM MINING DEED RECORDED OCTOBER 30, 1946, AS ENTRY NO. 64993, IN BOOK 10, AT PAGE 553, WASATCH COUNTY RECORDER'S OFFICE.

ALSO EXCEPTING ANY PORTION OF THE SUBJECT PROPERTY THAT MAY LIE NORTHERLY OF THE SOUTH LINE OF UTAH STATE ROUTE 248 AS CONVEYED TO THE UNITED STATES OF AMERICA IN WARRANTY DEED RECORDED FEBRUARY 1, 1988, AS ENTRY NO. 144829, IN BOOK 197, AT PAGE 386, WASATCH COUNTY RECORDER'S OFFICE.

ALSO EXCEPTING THAT PORTION CONVEYED TO PARK-KONOLD MINES CORPORATION BY MINING DEED RECORDED SEPTEMBER 23, 1929, AS ENTRY NO. 46151, IN BOOK 10 OF MINING DEEDS, AT PAGE 202, WASATCH COUNTY RECORDER'S OFFICE.

ALSO EXCEPTING THAT PORTION CONVEYED TO THE UNITED STATES OF AMERICA IN WARRANTY DEED RECORDED OCTOBER 29, 1992, AS ENTRY NO. 162879, IN BOOK 249, AT PAGE 98, WASATCH COUNTY RECORDER'S OFFICE.

(Tax Serial No. STA-0391 and Parcel No. 90-0000-3116)

**(EASEMENT 1):**

SUBJECT TO AND TOGETHER WITH AN EASEMENT AGREEMENT FOR ROADWAY AND UTILITIES AS FOLLOWS:

BEGINNING AT POINT ON THE SOUTHERLY RIGHT OF WAY LINE OF UTAH HIGHWAY U-248, AT APPROXIMATE U.D.O.T. HIGHWAY ENGINEER STATION 348+42, SAID POINT BEING NORTH 00°04'35" EAST ALONG THE SECTION LINE 697.94 FEET AND SOUTH 87°12'07" WEST ALONG SAID SOUTHERLY RIGHT OF WAY LINE 267.33 FEET FROM THE EAST QUARTER CORNER OF SECTION 21, TOWNSHIP 2 SOUTH, RANGE 5 EAST, SALT LAKE BASE AND MERIDIAN (BASIS OF BEARING BEING NORTH 00°04'35" EAST 2669.92 FEET BETWEEN SAID EAST QUARTER CORNER AND THE NORTHEAST CORNER OF SAID SECTION 21), SAID POINT ALSO BEING A NON-TANGENT POINT OF CURVATURE OF A 236.00 FOOT RADIUS CURVE TO THE RIGHT, THE CENTER OF WHICH BEARS NORTH 81°18'59" WEST; AND RUNNING THENCE SOUTHWESTERLY

ALONG THE ARC OF SAID CURVE 172.54 FEET THROUGH A CENTRAL ANGLE OF 41°53'18"; THENCE SOUTH 50°34'19" WEST 24.37 FEET TO A POINT OF CURVATURE OF A 15.50 FOOT RADIUS CURVE TO THE LEFT, THE CENTER OF WHICH BEARS SOUTH 39°25'41" EAST; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE 23.67 FEET THROUGH A CENTRAL ANGLE OF 87°30'00"; THENCE SOUTH 36°55'41" EAST 180.40 FEET TO A POINT OF CURVATURE OF A 211.00 FOOT RADIUS CURVE TO THE RIGHT, THE CENTER OF WHICH BEARS SOUTH 53°04'19" WEST; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE 95.78 FEET THROUGH A CENTRAL ANGLE OF 26°00'29"; THENCE SOUTH 10°55'12" EAST 100.00 FEET TO A POINT OF CURVATURE OF A 139.00 FOOT RADIUS CURVE TO THE LEFT, THE CENTER OF WHICH BEARS NORTH 79°04'48" EAST; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE 186.74 FEET THROUGH A CENTRAL ANGLE OF 76°58'04"; THENCE SOUTH 87°53'17" EAST 29.20 FEET; THENCE SOUTH 49°10'01" WEST 87.87 FEET THENCE NORTH 89°24'01" WEST 32.92 FEET TO A NON-TANGENT POINT OF CURVATURE OF A 211.00 FOOT RADIUS CURVE TO THE RIGHT, THE CENTER OF WHICH BEARS NORTH 20°55'17" EAST; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE 214.18 FEET THROUGH A CENTRAL ANGLE OF 58°09'31"; THENCE NORTH 10°55'12" WEST 100.00 FEET TO A POINT OF CURVATURE OF A 139.00 FOOT RADIUS CURVE TO THE LEFT, THE CENTER OF WHICH BEARS SOUTH 79°04'48" WEST; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE 63.10 FEET THROUGH A CENTRAL ANGLE OF 26°00'29"; THENCE NORTH 36°55'41" WEST 175.68 FEET TO A POINT OF CURVATURE OF A 15.50 FOOT RADIUS CURVE TO THE LEFT, THE CENTER OF WHICH BEARS SOUTH 53°04'19" WEST; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE 25.96 FEET THROUGH A CENTRAL ANGLE OF 95°58'22"; THENCE NORTH 39°25'41" WEST 72.09 FEET TO A NON-TANGENT POINT OF CURVATURE OF A 211.00 FOOT RADIUS CURVE TO THE RIGHT, THE CENTER OF WHICH BEARS SOUTH 41°42'54" EAST; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE 8.42 FEET THROUGH A CENTRAL ANGLE OF 02°17'13"; THENCE NORTH 50°34'19" EAST 120.00 FEET TO A POINT OF CURVATURE OF A 164.00 FOOT RADIUS CURVE TO THE LEFT, THE CENTER OF WHICH BEARS NORTH 39°25'41" WEST; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE 105.12 FEET THROUGH A CENTRAL ANGLE OF 36°43'30" TO SAID SOUTHERLY RIGHT OF WAY LINE; THENCE NORTH 87°12'07" EAST ALONG SAID SOUTHERLY RIGHT OF WAY LINE 74.15 FEET TO THE POINT OF BEGINNING.

**(EASEMENT 2):**

TOGETHER WITH A NON-EXCLUSIVE, PERPETUAL RIGHT-OF-WAY TWENTY (20) FEET IN WIDTH AS DISCLOSED IN THAT CERTAIN GRANT OF RIGHT-OF-WAY, BY AND BETWEEN RUSTLER AT HIDEOUT OWNER'S ASSOCIATION, INC., A UTAH NONPROFIT ASSOCIATION AND REDUS PARK CITY LLC, A DELAWARE LIMITED LIABILITY COMPANY, RECORDED DECEMBER 21, 2017, AS ENTRY NO. 446655, IN BOOK 1210, AT PAGE 1840 IN THE WASATCH COUNTY RECORDER'S OFFICE.

Parcels 2 and 3 are also described as the following surveyed descriptions:

**SITE 9:**

A PARCEL OF LAND LOCATED IN THE NORTHEAST QUARTER OF SECTION 21, THE SOUTH HALF OF SECTION 21, THE NORTH HALF OF SECTION 28 AND THE NORTHEAST QUARTER OF SECTION 29, TOWNSHIP 2 SOUTH, RANGE 5 EAST, SALT LAKE BASE AND MERIDIAN, WASATCH COUNTY, UTAH, INCLUDING ALL OF LOTS 7 AND 8 OF SAID SECTION 28 AND LOTS 11, 12 AND 13 OF SAID SECTION 21, MORE PARTICULARLY DESCRIBES AS FOLLOWS:

BEGINNING AT THE EAST QUARTER CORNER OF SAID SECTION 21, THENCE ALONG THE BOUNDARY OF THE TUHAYE PHASE 3 NORTH SUBDIVISION, ENTRY NUMBER 287406,

RECORDED IN THE WASATCH COUNTY RECORDER'S OFFICE, THE FOLLOWING THREE (3) COURSES: (1) NORTH 89°24'01" WEST 1212.77 FEET; (2) SOUTH 43°44'03" WEST 176.19 FEET; (3) SOUTH 00°09'55" EAST 648.18 FEET; THENCE SOUTH 58°48'00" WEST 701.53 FEET; THENCE SOUTH 22°48'27" EAST 603.68 FEET; THENCE NORTH 58°54'15" EAST 429.84 FEET; THENCE SOUTH 00°09'55" EAST 1206.79 FEET TO A POINT ON THE SECTION LINE BETWEEN SAID SECTIONS 21 AND 28; THENCE SOUTH 00°15'17" WEST 900.12 FEET; THENCE SOUTH 58°47'25" WEST 1102.79 FEET; THENCE SOUTH 58°47'53" WEST 1500.72 FEET; THENCE NORTH 23°10'58" WEST 607.96 FEET; THENCE SOUTH 52°27'16" WEST 1497.70 FEET; THENCE NORTH 22°41'27" WEST 607.14 FEET; THENCE SOUTH 57°34'53" WEST 619.84 FEET; THENCE NORTH 22°47'00" WEST 442.58 FEET; THENCE NORTH 89°25'51" EAST 264.47 FEET; THENCE NORTH 00°11'08" WEST 950.62 FEET; THENCE SOUTH 22°50'00" EAST 510.08 FEET; THENCE NORTH 52°33'00" EAST 1500.00 FEET; THENCE NORTH 58°48'00" EAST 1500.00; THENCE NORTH 22°50'00" WEST 1212.80 FEET; THENCE SOUTH 58°48'00" WEST 366.90 FEET; THENCE NORTH 21°43'46" WEST 609.33 FEET; THENCE NORTH 58°50'52" EAST 355.02 FEET; THENCE NORTH 22°50'53" WEST 605.88 FEET; THENCE NORTH 22°41'16" WEST 297.47 FEET TO A POINT ON THE SOUTH LINE OF RUSTLER PLAT A, ENTRY NUMBER 373003, RECORDED IN THE WASATCH COUNTY RECORDER'S OFFICE; THENCE SOUTH 89°18'49" EAST 1348.31 FEET ALONG THE SOUTH LINE OF SAID PLAT A AND RUSTLER PLAT D, ENTRY NUMBER 410327, ALSO RECORDED IN THE WASATCH COUNTY RECORDER'S OFFICE; THENCE NORTH 00°05'09" EAST 424.24 FEET TO A POINT ON THE SOUTH LINE OF UTAH HIGHWAY 248 (AKA U.S. ALT - 189), PER RIGHT-OF-WAY PLANS, PARK CITY JUNCTION TO KAMAS, PROJECT NUMBER NF-61(3); THENCE ALONG THE SOUTH LINE OF SAID UTAH HIGHWAY 248 THE FOLLOWING FOUR (4) COURSES; (1) NORTH 87°10'33" EAST 586.81 FEET TO A FOUND BRASS CAP RIGHT-OF-WAY MONUMENT, "330+00 270 CL"; (2) NORTH 74°48'25" EAST 511.53 FEET TO A FOUND BRASS CAP RIGHT-OF-WAY MONUMENT, "335+00 160 CL"; (3) NORTH 87°09'55" EAST 262.73 FEET; (4) NORTH 87°12'05" EAST 1348.18 FEET TO A POINT ON THE EAST LINE OF SAID SECTION 21; THENCE SOUTH 00°04'35" WEST 697.95 FEET ALONG THE WEST LINE OF SAID SECTION 21 TO THE EAST QUARTER CORNER OF SAID SECTION 21 AND THE POINT OF BEGINNING.

## SITE 10:

A PARCEL OF LAND LOCATED IN THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 21, TOWNSHIP 2 SOUTH, RANGE 5 EAST, SALT LAKE BASE AND MERIDIAN, WASATCH COUNTY, UTAH, BEING ALL OF LOT 6, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE WEST QUARTER OF SAID SECTION 21, THENCE SOUTH 89°19'04" EAST 764.16 FEET ALONG THE ONE QUARTER SECTION LINE; THENCE SOUTH 58°48'08" WEST 805.78 FEET; THENCE NORTH 08°38'52" WEST 23.04 FEET; THENCE SOUTH 51°39'08" WEST 91.85 FEET TO A POINT ON THE WEST LINE OF SAID SECTION 21; THENCE NORTH 00°10'47" EAST 460.69 FEET ALONG THE WEST LINE OF SAID SECTION 21 TO THE POINT OF BEGINNING.

## SITE 11:

A PARCEL OF LAND LOCATED IN THE SOUTHEAST QUARTER OF SECTION 20 AND THE NORTHEAST QUARTER OF SECTION 29, TOWNSHIP 2 SOUTH, RANGE 5 EAST, SALT LAKE BASE AND MERIDIAN, WASATCH COUNTY, UTAH, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID SECTION 20, THENCE NORTH 00°04'47" EAST 441.74 FEET ALONG THE EAST SECTION LINE OF SAID SECTION 20, THENCE WEST 452.91 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 22°03'13" EAST 593.59 FEET; THENCE SOUTH 52°33'00" WEST 266.90 FEET; THENCE SOUTH 89°10'49" WEST 791.96 FEET TO A FOUND BRASS CAP MONUMENT STAMPED "AP-5"; THENCE NORTH 22°43'30" WEST 150.89 FEET TO A FOUND BRASS CAP MONUMENT STAMPED "AP-6"; THENCE NORTH 57°31'24" EAST 621.72 FEET TO A FOUND IRON PIPE; THENCE NORTH 24°17'17" WEST 23.69 FEET TO A FOUND REBAR; THENCE NORTH 59°50'24" EAST 164.40 FEET TO A FOUND REBAR AND CAP STAMPED "RLS-

145796"; THENCE NORTH 51°11'50" EAST 233.91 FEET TO THE POINT OF BEGINNING.

**SITE 12:**

A PARCEL OF LAND LOCATED IN THE WEST HALF OF SECTION 28, TOWNSHIP 2 SOUTH, RANGE 5 EAST, SALT LAKE BASE AND MERIDIAN, WASATCH COUNTY, UTAH, BEING ALL OF LOT 13, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE WEST QUARTER CORNER OF SAID SECTION 28, THENCE SOUTH 00°40'18" EAST 215.04 FEET ALONG THE WEST SECTION LINE OF SAID SECTION 28 TO THE POINT OF BEGINNING; THENCE NORTH 57°32'27" EAST 463.45 FEET TO A FOUND IRON PIPE; THENCE SOUTH 22°49'08" EAST 346.78 FEET; THENCE SOUTH 84°42'10" WEST 526.38 FEET TO A POINT ON THE WEST SECTION LINE OF SAID SECTION 28; THENCE NORTH 00°40'18" WEST 119.51 FEET ALONG THE WEST SECTION LINE OF SAID SECTION 28 TO THE POINT OF BEGINNING.

**SITE 13:**

A PARCEL OF LAND LOCATED IN THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER, THE SOUTH HALF AND THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 28, TOWNSHIP 2 SOUTH, RANGE 5 EAST, SALT LAKE BASE AND MERIDIAN, WASATCH COUNTY, UTAH, BEING ALL OF LOT 9, 10, 11, 12, 16 AND 17, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE EAST QUARTER CORNER OF SAID SECTION 28, THENCE SOUTH 00°08'41" WEST 2646.52 FEET ALONG THE EAST SECTION LINE OF SAID SECTION TO THE SOUTHEAST CORNER OF SECTION 28; THENCE SOUTH 89°54'00" WEST 522.27 FEET ALONG THE SOUTH LINE OF SAID SECTION 28 TO A FOUND IRON PIPE; THENCE NORTH 00°10'00" WEST 366.23 FEET TO A FOUND IRON PIPE; THENCE SOUTH 84°45'55" WEST 1501.48 FEET; THENCE NORTH 00°07'41" WEST 602.96 FEET TO A FOUND IRON PIPE; THENCE SOUTH 84°37'57" WEST 591.59 FEET; THENCE NORTH 00°16'05" WEST 549.34 FEET; THENCE NORTH 89°52'30" WEST 902.99 FEET TO A FOUND REBAR; THENCE NORTH 00°03'50" WEST 569.89 FEET; THENCE NORTH 84°46'55" EAST 1500.07 FEET; THENCE NORTH 00°03'50" WEST 602.50 FEET; THENCE SOUTH 84°46'55" WEST 1235.14 FEET; THENCE NORTH 58°48'00" EAST 2263.32 FEET; THENCE SOUTH 00°15'17" WEST 1054.03 FEET TO A FOUND REBAR AND CAP STAMPED " SBG 323-0887"; THENCE NORTH 89°48'49" EAST 1327.34 FEET TO THE POINT OF BEGINNING.

**PARCEL 1:**

BEGINNING AT A POINT WHICH IS NORTH 00°04'35" EAST ALONG THE SECTION LINE 97.17 FEET FROM A SCHUCHERT AND ASSOCIATES ALUMINUM CAP AT THE WEST QUARTER CORNER OF SECTION 22, TOWNSHIP 2 SOUTH, RANGE 5 EAST, SALT LAKE BASE AND MERIDIAN (BASIS OF BEARING BEING NORTH 00°04'35" EAST 2669.92 FEET BETWEEN SAID WEST QUARTER CORNER AND THE NORTHWEST CORNER OF SAID SECTION 22); AND RUNNING THENCE NORTH 00°04'35" EAST ALONG SAID SECTION LINE 600.77 FEET TO THE SOUTHERLY RIGHT OF WAY LINE OF U.S. HIGHWAY 189; THENCE ALONG SAID SOUTHERLY RIGHT OF WAY LINE THE FOLLOWING FOUR (4) COURSES: 1) THENCE NORTH 87°12'07" EAST 2389.47 FEET TO A RIGHT OF WAY BRASS CAP; 2) THENCE NORTH 87°04'32" EAST 999.75 FEET TO A RIGHT OF WAY BRASS CAP; 3) THENCE SOUTH 85°08'32" EAST 303.88 FEET TO A RIGHT OF WAY BRASS CAP; 4) THENCE NORTH 87°11'05" EAST 206.10 FEET; THENCE SOUTH 00°33'40" EAST 549.96 FEET THENCE SOUTH 84°44'35" EAST 1422.44 FEET TO THE WEST QUARTER CORNER OF SECTION 23, TOWNSHIP 2 SOUTH, RANGE 5 EAST, SALT LAKE BASE AND MERIDIAN; THENCE SOUTH 00°05'17" WEST ALONG THE SECTION LINE 668.56 FEET; THENCE SOUTH 89°51'56" EAST 1373.63 FEET; THENCE SOUTH 01°00'22" WEST 204.11 FEET TO THE SOUTHWEST CORNER OF LOT 2, SAGE CREEK RANCHES SUBDIVISION, RECORDED FEBRUARY 23, 1995 AS ENTRY NO. 425115 ON FILE AT THE SUMMIT COUNTY, UTAH, RECORDER'S OFFICE; THENCE SOUTH 00°59'34"

WEST 686.23 FEET; THENCE SOUTH 89°51'56" EAST 1348.76 FEET; THENCE NORTH 00°36'39" EAST 124.24 FEET TO THE BOUNDARY OF AGRICULTURAL AREA AS DEFINED BY SAID SUBDIVISION; THENCE ALONG SAID BOUNDARY THE FOLLOWING NINE (9) COURSES: 1) THENCE SOUTH 89°28'01" EAST 890.90 FEET; 2) THENCE NORTH 00°31'59" EAST 217.85 FEET; 3) THENCE SOUTH 89°28'01" EAST 865.33 FEET; 4) THENCE NORTH 00°31'59" EAST 338.82 FEET; 5) THENCE SOUTH 89°28'01" EAST 885.95 FEET TO THE EAST LINE OF SECTION 23, SAID POINT BEING SOUTH 00°01'19" WEST ALONG THE SECTION LINE 933.53 FEET FROM THE EAST QUARTER CORNER OF SAID SECTION 23, TOWNSHIP 2 SOUTH, RANGE 5 EAST, SALT LAKE BASE AND MERIDIAN; 6) THENCE SOUTH 00°01'19" WEST ALONG THE SECTION LINE 1035.19 FEET; 7) THENCE NORTH 89°19'18" WEST 705.65 FEET; 8) THENCE SOUTH 00°01'28" WEST 705.71 FEET TO THE SOUTH LINE OF SAID SECTION 23; 9) THENCE NORTH 89°19'18" WEST ALONG SAID SECTION LINE 1952.95 FEET TO THE SOUTH QUARTER CORNER OF SAID SECTION 23; THENCE SOUTH 00°15'46" WEST ALONG THE SECTION LINE 1357.41 FEET; THENCE NORTH 89°45'22" WEST 127.54 FEET; THENCE SOUTH 00°50'51" WEST 610.51 FEET; THENCE SOUTH 84°26'21" WEST 193.35 FEET; THENCE NORTH 62°33'34" WEST 137.23 FEET; THENCE SOUTH 72°04'16" WEST 143.30 FEET; THENCE NORTH 47°32'25" WEST 74.18 FEET; THENCE SOUTH 80°44'09" WEST 75.55 FEET; THENCE NORTH 62°13'31" WEST 96.72 FEET; THENCE SOUTH 74°20'45" WEST 80.58 FEET; THENCE NORTH 66°48'33" WEST 510.54 FEET; THENCE SOUTH 00°11'12" WEST 1314.14 FEET; THENCE NORTH 89°17'05" WEST 1345.58 FEET TO THE EAST LINE OF SECTION 27, TOWNSHIP 2 SOUTH, RANGE 5 EAST, SALT LAKE BASE AND MERIDIAN; THENCE SOUTH 00°07'36" WEST ALONG SAID SECTION LINE 2341.07 FEET TO THE SOUTHWEST CORNER OF SECTION 26, SAID TOWNSHIP 2 SOUTH, RANGE 5 EAST, SALT LAKE BASE AND MERIDIAN; THENCE SOUTH 00°14'31" EAST ALONG THE SECTION LINE 160.52 FEET TO THE SOUTHEAST CORNER OF SAID SECTION 27; THENCE SOUTH 89°51'00" WEST ALONG THE SECTION LINE 2700.40 FEET TO THE SOUTH QUARTER CORNER OF SAID SECTION 27; THENCE SOUTH 89°51'00" WEST ALONG THE SECTION LINE 2620.52 FEET TO THE SOUTHWEST CORNER OF SAID SECTION 27; THENCE NORTH 00°08'46" EAST ALONG THE SECTION LINE 2646.45 FEET TO THE WEST QUARTER CORNER OF SAID SECTION 27; THENCE SOUTH 89°48'49" WEST 1327.34 FEET; THENCE NORTH 00°15'17" EAST 2657.75 FEET; THENCE NORTH 00°09'55" WEST 2681.62 FEET; THENCE SOUTH 89°24'01" EAST 1223.98 FEET; THENCE NORTH 49°10'00" EAST 146.83 FEET MORE OR LESS TO THE POINT OF BEGINNING.

SAID DESCRIPTION INCLUDES THE FOLLOWING LOTS IN THE FOLLOWING RECORDED SUBDIVISIONS:

LOTS 1 THROUGH 55, INCLUSIVE AND THE OPEN SPACE LOTS, THIRD AMENDED TUHAYE PHASE I SUBDIVISION, ACCORDING TO THE OFFICIAL PLAT THEREOF, RECORDED MARCH 3, 2006 AS ENTRY NO. 297718 IN BOOK 834 AT PAGES 9 THROUGH 98, OF THE OFFICIAL RECORDS IN THE OFFICE OF THE WASATCH COUNTY RECORDER.

LOTS RW-1 THROUGH RW-11, INCLUSIVE AND THE OPEN SPACE LOTS, TUHAYE RIDGEWAY DRIVE PHASE A SUBDIVISION, ACCORDING TO THE OFFICIAL PLAT THEREOF RECORDED AUGUST 19, 2005 AS ENTRY NO. 287405 IN BOOK 778 AT PAGES 472 THROUGH 491 OF THE OFFICIAL RECORDS IN THE WASATCH COUNTY RECORDER'S OFFICE.

LOTS RW-12 THROUGH RW-48, INCLUSIVE AND THE OPEN SPACE LOT, TUHAYE RIDGEWAY DRIVE PHASE B AMENDED SUBDIVISION, ACCORDING TO THE OFFICIAL PLAT THEREOF RECORDED MARCH 11, 2008 AS ENTRY NO. 333065 IN BOOK 962 AT PAGES 226 THROUGH 265 OF THE OFFICIAL RECORDS IN THE WASATCH COUNTY RECORDER'S OFFICE.

LOTS 3N-1 THROUGH 3N-14, INCLUSIVE AND THE OPEN SPACE LOTS, TUHAYE PHASE 3 NORTH SUBDIVISION, ACCORDING TO THE OFFICIAL PLAT THEREOF RECORDED AUGUST 19, 2005 AS ENTRY NO. 287406 IN BOOK 778 AT PAGES 492 THROUGH 511, OF THE OFFICIAL RECORDS IN THE WASATCH COUNTY RECORDER'S OFFICE.

LOTS 13N-1 THROUGH 13N-15, INCLUSIVE AND THE OPEN SPACE LOT, TUHAYE 13 NORTH



SUBDIVISION, ACCORDING TO THE OFFICIAL PLAT THEREOF RECORDED NOVEMBER 8, 2005 AS ENTRY NO. 291789 IN BOOK 802 AT PAGES 6 THROUGH 35, OF THE OFFICIAL RECORDS IN THE WASATCH COUNTY RECORDER'S OFFICE.

LOTS 16S-1 THROUGH 16S-51, INCLUSIVE AND THE OPEN SPACE LOT, TUHAYE PHASE 16 SOUTH SUBDIVISION, ACCORDING TO THE OFFICIAL PLAT THEREOF RECORDED DECEMBER 8, 2005 AS ENTRY NO. 293480 IN BOOK 812 AT PAGES 432 THROUGH 461 OF THE OFFICIAL RECORDS IN THE WASATCH COUNTY RECORDER'S OFFICE.

ALL OF LOTS 1, 2, 3 AND UNITS A AND B AND THE COMMON AREA AS SHOWN ON THE RECORDED PLAT OF CHRISTOPHER COMMUNITIES AT TUHAYE, PHASE X1 SUBDIVISION, ACCORDING TO THE OFFICIAL PLAT RECORDED MAY 26, 2005 AS ENTRY NO. 283623 IN THE WASATCH COUNTY RECORDER'S OFFICE.

ALL OF LOTS 4 THROUGH 20, INCLUSIVE AND THE COMMON AREAS A, B, A AND D AS SHOWN ON THE RECORDED PLAT OF CHRISTOPHER COMMUNITIES AT TUHAYE, PHASE X2 SUBDIVISION, ACCORDING TO THE OFFICIAL PLAT RECORDED JULY 26, 2005 AS ENTRY NO. 286190 IN THE WASATCH COUNTY RECORDER'S OFFICE.

ALL OF LOTS 1 THROUGH 24, INCLUSIVE AND THE COMMON AREA AS SHOWN ON THE RECORDED PLAT OF CHRISTOPHER COMMUNITIES AT TUHAYE, PHASE B SUBDIVISION, ACCORDING TO THE OFFICIAL PLAT RECORDED OCTOBER 7, 2005 AS ENTRY NO. 290057 IN BOOK 792 AT PAGES 628 THROUGH 647 OF THE OFFICIAL RECORDS IN THE WASATCH COUNTY RECORDER'S OFFICE.

LOTS 7N-1 THROUGH 7N-15, INCLUSIVE AND THE OPEN SPACE LOTS, TUHAYE PHASE 7 NORTH SUBDIVISION, ACCORDING TO THE OFFICIAL PLAT THEREOF RECORDED JUNE 28, 2006 AS ENTRY NO. 303813 IN BOOK 869 AT PAGES 252 THROUGH 281 OF THE OFFICIAL RECORDS IN THE WASATCH COUNTY RECORDER'S OFFICE.

LOTS 8S-1 THROUGH 8S-4, INCLUSIVE AND THE OPEN SPACE LOTS, TUHAYE PHASE 8 SOUTH SUBDIVISION, ACCORDING TO THE OFFICIAL PLAT THEREOF RECORDED JUNE 28, 2006 AS ENTRY NO. 303814 IN BOOK 869 AT PAGES 282 THROUGH 301 OF THE OFFICIAL RECORDS IN THE WASATCH COUNTY RECORDER'S OFFICE.

LOTS 9S-1 THROUGH 9S-6, INCLUSIVE AND THE OPEN SPACE LOT, TUHAYE PHASE 9 SOUTH SUBDIVISION, ACCORDING TO THE OFFICIAL PLAT THEREOF RECORDED JUNE 28, 2006 AS ENTRY NO. 303815 IN BOOK 869 AT PAGES 302 THROUGH 321 OF THE OFFICIAL RECORDS IN THE WASATCH COUNTY RECORDER'S OFFICE.

LOTS 1 THROUGH 25, INCLUSIVE AND THE OPEN SPACE LOT, TUHAYE SILENT CREEK SUBDIVISION, ACCORDING TO THE OFFICIAL PLAT THEREOF RECORDED JUNE 1, 2007 AS ENTRY NO. 321022 IN BOOK 941 AT PAGES 1420 THROUGH 1421 OF THE OFFICIAL RECORDS IN THE WASATCH COUNTY RECORDER'S OFFICE.

LOTS MD-1 THROUGH MD-29, INCLUSIVE AND THE OPEN SPACE LOTS, TUHAYE MOON DANCE PHASE 1 SUBDIVISION, ACCORDING TO THE OFFICIAL PLAT THEREOF RECORDED FEBRUARY 8, 2008 AS ENTRY NO. 331798 IN BOOK 959 AT PAGES 2158 THROUGH 2160 OF THE OFFICIAL RECORDS IN THE WASATCH COUNTY RECORDER'S OFFICE.

LOTS WH-1 AND WH-2, TUHAYE WHISPERING HAWK PHASE 1 SUBDIVISION, ACCORDING TO THE OFFICIAL PLAT THEREOF RECORDED AUGUST 18, 2009 AS ENTRY NO. 351487 IN BOOK 998 AT PAGES 757 THROUGH 776 OF THE OFFICIAL RECORDS IN THE WASATCH COUNTY RECORDER'S OFFICE.

LOTS 1A, 1B AND 2, TUHAYE MOON DANCE P.U.D., PHASE 2 SUBDIVISION, ACCORDING TO THE

OFFICIAL PLAT THEREOF RECORDED AUGUST 18, 2009 AS ENTRY NO. 351490 IN BOOK 998 AT PAGES 781 THROUGH 820 OF THE OFFICIAL RECORDS IN THE WASATCH COUNTY RECORDER'S OFFICE.

LOTS WH-3 THROUGH WH-12, INCLUSIVE AND THE OPEN SPACE LOT, TUHAYE WHISPERING HAWK PHASE 2 SUBDIVISION, ACCORDING TO THE OFFICIAL PLAT THEREOF RECORDED DECEMBER 7, 2009 AS ENTRY NO. 354796 IN BOOK 1005 AT PAGES 1344 THROUGH 1363 OF THE OFFICIAL RECORDS IN THE WASATCH COUNTY RECORDER'S OFFICE.

LOTS TP:10 THROUGH TP:25, TUHAYE TWIN PEAKS SUBDIVISION PHASE A, ACCORDING TO THE OFFICIAL PLAT THEREOF RECORDED JANUARY 14, 2013 AS ENTRY NO. 385894 IN BOOK 1072 AT PAGES 354 THROUGH 373 OF THE OFFICIAL RECORDS IN THE WASATCH COUNTY RECORDER'S OFFICE.

LOTS TP:34, TP:35 AND THE OPEN SPACE LOT, TUHAYE TWIN PEAKS SUBDIVISION PHASE B, ACCORDING TO THE OFFICIAL PLAT THEREOF RECORDED JANUARY 14, 2013 AS ENTRY NO. 385895 IN BOOK 1072 AT PAGES 374 THROUGH 393 OF THE OFFICIAL RECORDS IN THE WASATCH COUNTY RECORDER'S OFFICE.

LOTS TP:1 THROUGH TP:9, TP:26 THROUGH TP:33, OPEN SPACE LOTS 2 THROUGH 6 AND JORDANELLE SPECIAL SERVICE DISTRICT TANK SITE, TUHAYE TWIN PEAKS SUBDIVISION PHASE C, ACCORDING TO THE OFFICIAL PLAT THEREOF RECORDED JANUARY 14, 2013 AS ENTRY NO. 385896 IN BOOK 1072 AT PAGES 394 THROUGH 443 OF THE OFFICIAL RECORDS IN THE WASATCH COUNTY RECORDER'S OFFICE.

LESS AND EXCEPTING THE FOLLOWING 38 DESCRIPTIONS:

(EXCEPTION 1)

GOLF COURSE OPEN SPACE PARCEL 1, CLUBHOUSE COMPLEX ACCORDING TO THE THIRD AMENDED TUHAYE PHASE I SUBDIVISION PLAT:

BEGINNING AT A POINT OF CURVATURE OF A 736.00-FOOT RADIUS CURVE TO THE LEFT, THENCE CENTER OF WHICH BEARS NORTH 71°00'48" EAST, SAID POINT BEING SOUTH 00°06'38" WEST 1793.15 FEET AND EAST 1230.61 FEET FROM THE WEST QUARTER CORNER OF SECTION 22, TOWNSHIP 2 SOUTH, RANGE 5 EAST, SALT LAKE BASE AND MERIDIAN (BASIS OF BEARING BEING SOUTH 00°06'38" WEST 2456.48 FEET FROM SAID WEST QUARTER CORNER TO THE SOUTHWEST CORNER OF SAID SECTION 22, BOTH BEING FOUND MONUMENTS) AND RUNNING THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE 984.77 FEET THROUGH A CENTRAL ANGLE OF 76°39'43"; THENCE SOUTH 00°55'28" WEST 245.49 FEET; THENCE SOUTH 89°05'51" WEST 511.59 FEET; THENCE SOUTH 24°55'23" WEST 172.36 FEET; THENCE NORTH 65°04'37" WEST 540.00 FEET; THENCE NORTH 24°55'23" EAST 482.46 FEET; THENCE NORTH 32°02'41" WEST 195.29 FEET; THENCE NORTH 71°00'48" EAST 221.79 FEET TO THE POINT OF BEGINNING.

LESS AND EXCEPTING THAT PORTION OF TUHAYE MOON DANCE P.U.D. PHASE 2 THAT CONTAINS BUILDINGS 1A, 1B, AND 2 MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT OF CURVATURE OF A 736.00 FOOT RADIUS CURVE TO THE LEFT, SAID POINT BEING SOUTH 00°06'38" WEST 2275.23 FEET AND SOUTH 89°53'22" EAST 1800.77 FEET FROM THE WEST QUARTER CORNER OF SECTION 22, TOWNSHIP 2 SOUTH, RANGE 5 EAST, SALT LAKE BASE AND MERIDIAN; SAID POINT ALSO BEING ON THE BOUNDARY OF TUHAYE MOON DANCE P.U.D. PHASE 2, RECORDED AS ENTRY NO. 351490 OF THE WASATCH COUNTY RECORDER'S OFFICE, (BASIS OF BEARING BEING SOUTH 00°06'38" WEST 2456.48 FEET FROM SAID WEST QUARTER CORNER TO THE SOUTHWEST CORNER OF SAID SECTION 22, BOTH BEING FOUND MONUMENTS) AND RUNNING THENCE THE FOLLOWING THREE (3) COURSES

AND DISTANCES ALONG SAID TUHAYE MOON DANCE P.U.D. PHASE 2 PLAT; (1) SOUTHEASTERLY ALONG THE ARC OF SAID CURVE 199.92 FEET THROUGH A CENTRAL ANGLE OF 15°33'48" (CHORD BEARS SOUTH 87°52'11" EAST 199.31 FEET); (2) SOUTH 00°55'28" WEST 245.49 FEET; (3) SOUTH 89°05'51" WEST 320.22 FEET TO THE LOT LINE BETWEEN THAT PORTION OF SAID PLAT THAT CONTAINS BUILDINGS 1A, 1B, AND 2 AND THE CLUB HOUSE COMPLEX; THENCE THE FOLLOWING FOUR (4) COURSES AND DISTANCES ALONG SAID LOT LINE (1) NORTH 00°54'09" WEST 63.67 FEET; (2) NORTH 20°49'20" EAST 129.10 FEET; (3) NORTH 74°14'30" EAST 58.88 FEET; (4) NORTH 22°07'37" EAST 62.18 FEET TO THE POINT OF BEGINNING.

(EXCEPTION 2)

SECOND AMENDED GOLF COURSE OPEN SPACE PARCEL 2, HOLES 1 THROUGH 11 and 18

BEGINNING AT THE SOUTH WEST CORNER OF LOT 6, TUHAYE PHASE 7 NORTH SUBDIVISION PLAT WHICH IS ON FILE IN THE OFFICE OF THE WASATCH COUNTY RECORDER AS ENTRY NUMBER 303813 THENCE ALONG THE EXTERIOR OF SAID SUBDIVISION THE FOLLOWING ELEVEN (11) COURSES: (1) NORTH 19°42'55" EAST 279.91 FEET; (2) NORTH 54°46'44" EAST 520.20 FEET; (3) NORTH 50°56'22" EAST 743.21 FEET; (4) NORTH 46°17'48" WEST 269.36 FEET; (5) NORTH 29°35'53" WEST 408.03 FEET; (6) NORTH 72°15'54" WEST 63.36 FEET; (7) SOUTH 74°16'44" WEST 193.09 FEET; (8) SOUTH 03°26'32" WEST 387.39 FEET; (9) SOUTH 84°47'51" WEST 172.58 FEET; (10) NORTH 70°15'02" WEST 255.09 FEET; (11) NORTH 15°15'37" WEST 126.55 FEET; THENCE NORTH 00°39'09" WEST 481.96 FEET; THENCE NORTH 11°15'28" WEST 298.82 FEET; THENCE NORTH 71°19'25" WEST 107.78 FEET TO A POINT ON A 250.00 FOOT RADIUS CURVE TO THE LEFT SAID POINT ALSO IS ON THE EAST RIGHT OF WAY OF UINTA DRIVE FOUND ON SAID 7 NORTH SUBDIVISION PLAT; THENCE ALONG SAID RIGHT OF WAY THE FOLLOWING FIVE (5) COURSES: (1) ALONG THE ARC OF SAID CURVE 203.70 FEET HAVING A CENTRAL ANGLE OF 46°41'06" (CHORD BEARS NORTH 04°47'39" WEST 198.11 FEET); (2) NORTH 28°08'12" WEST 199.73 FEET TO A POINT ON A 200.00 FOOT RADIUS CURVE TO THE RIGHT; (3) ALONG THE ARC OF SAID CURVE 233.31 FEET HAVING A CENTRAL ANGLE OF 05°17'00" (CHORD BEARS NORTH 05°17'00" EAST 220.31 FEET); (4) NORTH 38°42'11" EAST 102.75 FEET TO A POINT ON A 250.00 FOOT RADIUS CURVE TO THE LEFT; (5) ALONG THE ARC OF SAID CURVE 65.32 FEET HAVING A CENTRAL ANGLE OF 14°58'14" ( CHORD BEARS NORTH 31°13'04" EAST 65.14 FEET); THENCE SOUTH 66°06'04" EAST 216.86 FEET; THENCE NORTH 15°36'37" EAST 125.59 FEET; THENCE NORTH 44°03'18" WEST 164.35 FEET; THENCE SOUTH 82°35'16" WEST 100.33 FEET TO A POINT ON SAID EAST RIGHT OF WAY FOR UINTA DRIVE; THENCE ALONG SAID RIGHT OF WAY THE FOLLOWING TWO (2) COURSES: (1) NORTH 08°42'58" WEST 116.44 FEET; (2) NORTH 03°00'20" WEST 50.25 FEET TO A POINT ON THE EAST RIGHT OF WAY OF UINTA DRIVE FOUND ON THE TUHAYE PHASE 3 NORTH SUBDIVISION ON FILE IN SAID WASATCH COUNTY RECORDERS OFFICE AS ENTRY NUMBER 287406; THENCE NORTH 08°42'58" WEST 233.14 FEET TO THE SOUTHWEST CORNER LOT 1 OF SAID SUBDIVISION; THENCE ALONG THE SOUTH LINE OF SAID SUBDIVISION THE FOLLOWING SEVENTEEN (17) COURSES: (1) SOUTH 73°30'29" EAST 179.80 FEET; (2) NORTH 81°48'59" EAST 75.31 FEET; (3) NORTH 64°35'03" 25.63 FEET; (4) NORTH 45°13'16" EAST 156.14 FEET TO A POINT ON A 205.00 FOOT RADIUS CURVE TO THE LEFT; (5) ALONG THE ARC OF SAID CURVE 45.36 FEET HAVING A CENTRAL ANGLE OF 12°40'38" ( CHORD BEARS SOUTH 72°50'09" EAST 45.27 FEET); (6) SOUTH 36°11'21" WEST 98.76 FEET; (7) SOUTH 23°02'15" EAST 159.26 FEET; (8) NORTH 80°52'52" EAST 188.57 FEET; (9) SOUTH 87°17'34" EAST 348.61 FEET; (10) NORTH 83°12'57" EAST 405.70 FEET; (11) NORTH 88°53'06" EAST 151.57 FEET; (12) NORTH 74°12'28" EAST 193.33 FEET; (13) SOUTH 76°23'35" EAST 109.77 FEET; (14) NORTH 66°53'22" EAST 169.60 FEET TO A POINT ON A 1016.11 FOOT RADIUS CURVE TO THE LEFT; (15) ALONG THE ARC OF SAID CURVE 10.33 FEET HAVING A CENTRAL ANGLE OF 00°34'57" (CHORD BEARS SOUTH 57°11'58" EAST 10.33 FEET); (16) SOUTH 57°45'48" EAST 122.50 FEET TO A POINT ON A 15.50 FOOT RADIUS CURVE TO THE RIGHT; (17) ALONG THE ARC OF SAID CURVE 25.78 FEET HAVING A CENTRAL ANGLE OF 95°17'15" ( CHORD BEARS SOUTH 10°06'33" EAST 22.91 FEET) TO A POINT ON THE WEST RIGHT OF WAY LINE OF TUHAYE PARK DRIVE WHICH CAN BE FOUND ON THE TUHAYE PHASE 1 THIRD AMENDED SUBDIVISION PLAT WHICH IS ON FILE IN THE OFFICE OF THE WASATCH COUNTY RECORDERS OFFICE AS ENTRY NUMBER 297718 SAID

POINT IS ON A 244.00 FOOT RADIUS CURVE TO THE RIGHT; THENCE ALONG SAID WEST RIGHT OF WAY THE FOLLOWING FIVE (5) COURSES: (1) ALONG THE ARC OF SAID CURVE 16.00 FEET HAVING A CENTRAL ANGLE OF 03°45'28" ( CHORD BEARS SOUTH 39°25'06" WEST 16.00 FEET); (2) SOUTH 41°17'50" WEST 31.31 FEET; (3) SOUTH 37°51'49" WEST 100.18 FEET; (4) SOUTH 41°17'50" WEST 237.11 FEET TO A POINT ON A 305.00 FOOT RADIUS CURVE TO THE LEFT; (5) ALONG THE ARC OF SAID CURVE 85.05 FEET HAVING A CENTRAL ANGLE OF 15°58'35" ( CHORD BEARS SOUTH 33°18'33" WEST 84.77 FEET); THENCE SOUTH 67°08'22" WEST 284.96 FEET; THENCE SOUTH 32°02'14" EAST 1219.23 FEET; THENCE SOUTH 24°55'23" WEST 482.46 FEET; THENCE SOUTH 65°04'37" EAST 540.00 FEET; THENCE NORTH 24°55'23" EAST 172.36 FEET; THENCE NORTH 89°05'51" EAST 966.71 FEET; THENCE SOUTH 76°58'56" EAST 549.17 FEET; THENCE NORTH 74°20'53" EAST 1229.27 FEET TO A POINT ON A 1470.00 FOOT RADIUS CURVE TO THE RIGHT AND TO THE WEST LINE OF SAID TUHAYE PARK DRIVE; THENCE ALONG SAID RIGHT OF WAY THE FOLLOWING THREE (3) COURSES: (1) ALONG THE ARC OF SAID CURVE 160.86 FEET HAVING A CENTRAL ANGLE OF 06°16'11" ( CHORD BEARS SOUTH 53°05'50" EAST 160.78 FEET); (2) SOUTH 49°57'44" EAST 278.62 FEET TO A POINT ON A 170.00 FOOT RADIUS CURVE TO THE RIGHT; (3) ALONG THE ARC OF SAID CURVE 384.32 FEET HAVING A CENTRAL ANGLE OF 129°31'48" (CHORD BEARS SOUTH 14°48'10" WEST 307.55 FEET); THENCE NORTH 51°09'02" WEST 399.21 FEET; THENCE SOUTH 83°56'10" WEST 862.39 FEET; THENCE SOUTH 53°11'44" WEST 400.70 FEET; THENCE SOUTH 42°45'27" WEST 249.52 FEET TO A POINT ON THE NORTH LINE OF SAID TUHAYE PHASE 1 SUBDIVISION; THENCE NORTH 86°44'56" WEST 978.72 FEET ALONG SAID NORTH LINE TO A POINT ON THE NORTH LINE OF TUHAYE PHASE 9 SOUTH ON FILE IN THE OFFICE OF THE WASATCH COUNTY RECORDER AS ENTRY NUMBER 303815; THENCE ALONG SAID NORTH LINE THE FOLLOWING FIVE (5) COURSES: (1) SOUTH 81°07'31" WEST 749.79 FEET; (2) SOUTH 66°17'52" WEST 72.17 FEET; (3) SOUTH 39°42'06" WEST 195.47 FEET; (4) SOUTH 25°32'59" WEST 288.76 FEET; (5) SOUTH 26°38'31" EAST 103.99 FEET TO A POINT ON THE NORTH RIGHT OF WAY LINE FOR UINTA DRIVE WHICH CAN BE FOUND ON SAID PHASE 9 SOUTH SUBDIVISION PLAT; THENCE SOUTH 63°21'28" WEST 265.05 FEET ALONG SAID RIGHT OF WAY TO THE SOUTH EAST CORNER OF TUHAYE MOON DANCE PHASE 1 ON FILE IN THE OFFICE OF THE WASATCH COUNTY RECORDER AS ENTRY NUMBER 331798; THENCE ALONG THE EXTERIOR BOUNDARY OF SAID MOON DANCE SUBDIVISION THE FOLLOWING THIRTEEN (13) COURSES: (1) NORTH 10°28'25" EAST 456.94 FEET; (2) NORTH 10°06'55" WEST 120.62 FEET; (3) NORTH 05°21'55" EAST 110.04 FEET; (4) NORTH 36°54'46" WEST 81.56 FEET; (5) NORTH 70°02'09" WEST 217.08 FEET; (6) SOUTH 61°05'30" WEST 121.55 FEET; (7) SOUTH 32°44'12" WEST 102.78 FEET; (8) SOUTH 63°17'56" WEST 102.28 FEET; (9) SOUTH 34°04'242" WEST 86.41 FEET; (10) SOUTH 56°18'06" WEST 105.64 FEET; (11) SOUTH 46°18'52" WEST 262.16 FEET; (12) SOUTH 05°29'03" EAST 231.17 FEET; (13) SOUTH 45°30'17" EAST 479.31 FEET TO A POINT ON THE NORTH RIGHT OF WAY OF SAID UINTA DRIVE; THENCE ALONG SAID RIGHT OF WAY THE FOLLOWING TWO (2) COURSES: (1) SOUTH 43°33'25" WEST 53.08 FEET TO A POINT ON A 175.00 FOOT RADIUS CURVE TO THE RIGHT; (2) ALONG THE ARC OF SAID CURVE 191.93 FEET HAVING A CENTRAL ANGLE OF 62°50'46" (CHORD BEARS SOUTH 74°58'48" WEST 182.45 FEET) TO A POINT ON THE NORTH LINE OF UINTA DRIVE AS RECORDED ON THE TUHAYE 8<sup>TH</sup> SOUTH SUBDIVISION PLAT ON FILE IN THE OFFICE OF THE WASATCH COUNTY RECORDERS OFFICE AS ENTRY NUMBER 303814; THENCE ALONG SAID RIGHT OF WAY THE FOLLOWING THREE (3) COURSES: (1) NORTH 73°36'03" WEST 371.80 FEET TO A POINT ON A 475.00 FOOT RADIUS CURVE TO THE RIGHT; (2) ALONG THE ARC OF SAID CURVE 140.49 FEET HAVING A CENTRAL ANGLE OF 16°56'48" (CHORD BEARS NORTH 65°07'39" WEST 139.98 FEET); (3) NORTH 56°39'15" WEST 351.11 FEET TO THE POINT OF BEGINNING.

(EXCEPTION 3)

SECOND AMENDED GOLF COURSE OPEN SPACE PARCEL 3, HOLES 12 AND 15 THROUGH 17

BEGINNING AT THE NORTH EAST CORNER LOT 21 TUHAYE PHASE 16 SOUTH WHICH IS ON FILE IN THE OFFICE OF THE WASATCH COUNTY RECORDER AS ENTRY NUMBER 293480; THENCE ALONG THE NORTH LINE OF SAID SUBDIVISION THE FOLLOWING THIRTEEN (13) COURSES: (1) NORTH 54°36'57" WEST 199.39 FEET; (2) SOUTH 81°38'52" WEST 361.87 FEET; (3) SOUTH

80°18'50" WEST 198.93 FEET; (4) SOUTH 48°25'13" WEST 103.48 FEET; (5) SOUTH 38°49'22" WEST 13.01 FEET; (6) NORTH 57°50'22" WEST 344.35 FEET; (7) NORTH 33°48'48" WEST 310.89 FEET; (8) NORTH 70°12'23" WEST 310.99 FEET; (9) NORTH 77°58'20" WEST 297.01 FEET; (10) SOUTH 78°01'35" 207.87 FEET; (11) SOUTH 87°43'12" WEST 350.48 FEET; (12) NORTH 78°12'37" WEST 286.75 FEET; (13) SOUTH 35°25'51" 314.81 FEET TO A POINT ON A 205.00 FOOT RADIUS CURVE TO THE RIGHT AND TO A POINT ON THE NORTH RIGHT OF WAY OF UINTA DRIVE WHICH CAN BE FOUND ON SAID PHASE 16 SOUTH SUBDIVISION AND TUHAYE PHASE 1 THIRD AMENDED SUBDIVISION PLAT ON FILE IN THE OFFICE OF THE WASATCH COUNTY RECORDER AS ENTRY NUMBER 331798; THENCE ALONG SAID RIGHT OF WAY THE FOLLOWING FIVE (5) COURSES: (1) ALONG THE ARC OF SAID CURVE 128.39 FEET HAVING A CENTRAL ANGLE OF 35°53'04" (CHORD BEARS NORTH 23°41'18" WEST 126.30 FEET); (2) NORTH 05°44'48" WEST 181.27 FEET TO A POINT ON 200.00 FOOT RADIUS CURVE TO THE LEFT; (3) ALONG THE ARC OF SAID CURVE 262.26 FEET HAVING A CENTRAL ANGLE OF 75°07'52" (CHORD BEARS NORTH 43°49'25" WEST 243.87 FEET); (4) NORTH 81°23'21" WEST 46.04 FEET TO A POINT ON A 15.50 FOOT RADIUS CURVE TO THE RIGHT; (5) ALONG THE ARC OF SAID CURVE 27.05 FEET HAVING A CENTRAL ANGLE OF 100°00'00" (CHORD BEARS NORTH 31°23'21" WEST 23.75 FEET) TO A POINT ON THE EAST RIGHT OF WAY LINE OF TUHAYE PARK DRIVE ON SAID TUHAYE PHASE 1 SUBDIVISION PLAT; THENCE ALONG SAID EAST RIGHT OF WAY LINE THE FOLLOWING FIVE (5) COURSES: (1) NORTH 18°36'39" EAST 64.85 FEET TO A POINT ON A 145.00 FOOT RADIUS CURVE TO THE RIGHT; (2) ALONG THE ARC OF SAID CURVE 114.32 FEET HAVING A CENTRAL ANGLE OF 45°10'16" (CHORD BEARS NORTH 41°11'47" EAST 111.38 FEET); (3) NORTH 63°46'55" EAST 100.00 FEET TO A POINT ON A 430.44 FOOT RADIUS CURVE TO THE LEFT; (4) ALONG THE ARC OF SAID CURVE 169.35 FEET HAVING A CENTRAL ANGLE OF 22°32'30" (CHORD BEARS NORTH 52°30'19" EAST 168.25 FEET); (5) NORTH 41°13'10" EAST 5.00 FEET TO A POINT ON THE SOUTH LINE OF TUHAYE SILENT CREEK SUBDIVISION ON FILE IN SAID RECORDERS OFFICE AS ENTRY NUMBER 321022; THENCE ALONG THE EXTERIOR BOUNDARY OF SAID SILENT CREEK SUBDIVISION THE FOLLOWING SIXTEEN (16) COURSES: (1) SOUTH 42°10'18" EAST 190.50 FEET; (2) SOUTH 18°14'11" WEST 34.96 FEET; (3) SOUTH 71°45'49" EAST 377.34 FEET; (4) NORTH 89°12'43" EAST 155.18 FEET; (5) NORTH 38°44'37" EAST 129.84 FEET; (6) NORTH 77°58'07" EAST 246.09 FEET; (7) SOUTH 87°25'19" EAST 194.18 FEET; (8) SOUTH 70°57'44" EAST 167.34 FEET; (9) SOUTH 57°33'29" EAST 231.47 FEET; (10) SOUTH 71°49'12" EAST 432.58 FEET; (11) NORTH 10°05'30" EAST 143.02 FEET; (12) NORTH 33°53'01" WEST 291.32 FEET; (13) NORTH 70°45'39" WEST 224.22 FEET; (14) NORTH 26°08'22" WEST 144.73 FEET; (15) NORTH 58°45'09" WEST 259.30 FEET; (16) NORTH 81°35'10" WEST 500.76 FEET TO A POINT ON A 230.12 FOOT RADIUS CURVE TO THE LEFT AND A POINT ON THE WEST RIGHT OF WAY LINE OF SAID TUHAYE PARK DRIVE; THENCE ALONG THE ARC OF SAID CURVE 145.52 FEET HAVING A CENTRAL ANGLE OF 36°13'53" (CHORD BEARS NORTH 12°31'42" EAST 143.11 FEET) TO A POINT ON A 15.50 FOOT RADIUS REVERSE CURVE TO THE RIGHT SAID POINT ALSO BEING ON THE SOUTH RIGHT OF WAY OF TUHAYE HOLLOW AND THE SOUTH BOUNDARY LINE OF THE TUHAYE 13 NORTH SUBDIVISION PLAT ON FILE AT SAID COUNTY RECORDERS OFFICE AS ENTRY NUMBER 291789; THENCE ALONG SAID BOUNDARY THE FOLLOWING TWELVE (12) COURSES: (1) ALONG THE ARC OF SAID CURVE 21.46 FEET HAVING A CENTRAL ANGLE OF 79°19'09" (CHORD BEARS NORTH 34°04'14" EAST 19.78 FEET); (2) NORTH 73°43'48" EAST 256.75 FEET TO A POINT ON A 230.00 FOOT RADIUS CURVE TO THE LEFT; (3) ALONG THE ARC OF SAID CURVE 111.44 FEET HAVING A CENTRAL ANGLE OF 27°45'39" (CHORD BEARS NORTH 59°50'59" EAST 110.35 FEET); (4) NORTH 45°58'09" EAST 128.55 FEET TO A POINT ON A 170.00 FOOT RADIUS CURVE TO THE RIGHT; (5) ALONG THE ARC OF SAID CURVE 259.61 FEET HAVING A CENTRAL ANGLE OF 87°29'54" (CHORD BEARS NORTH 89°43'06" EAST 235.11 FEET); (6) SOUTH 46°31'57" EAST 136.94 FEET TO A POINT ON A 330.00 FOOT RADIUS CURVE TO THE LEFT; (7) ALONG THE ARC OF SAID CURVE 69.67 FEET HAVING A CENTRAL ANGLE OF 12°05'49" (CHORD BEARS SOUTH 52°34'51" EAST 69.54 FEET) (8) SOUTH 27°00'43" WEST 133.71 FEET; (9) SOUTH 67°10'37" EAST 346.36 FEET; (10) SOUTH 31°13'58" EAST 244.12 FEET; (11) SOUTH 59°39'53" EAST 103.05 FEET TO A POINT ON A 230.00 FOOT RADIUS CURVE TO THE LEFT; (12) ALONG THE ARC OF SAID CURVE 190.29 FEET HAVING A CENTRAL ANGLE OF 47°24'16" (CHORD BEARS SOUTH 23°52'56" EAST 184.91 FEET); THENCE SOUTH 47°37'23" EAST 24.96 FEET; THENCE SOUTH 03°36'43" EAST 166.46 FEET; THENCE SOUTH 34°49'51" EAST 94.40 FEET; THENCE SOUTH 00°05'13" WEST 193.82 FEET;

THENCE SOUTH 29°23'38" WEST 179.31 FEET; THENCE SOUTH 58°10'04" EAST 67.10 FEET; THENCE SOUTH 81°05'09" EAST 143.95 FEET; THENCE NORTH 75°48'39" EAST 159.94 FEET; THENCE NORTH 57°56'32" EAST 95.86 FEET; THENCE SOUTH 88°31'13" EAST 131.09 FEET; THENCE SOUTH 77°41'13" EAST 275.56 FEET; THENCE SOUTH 77°11'07" EAST 564.32 FEET; THENCE NORTH 44°06'08" EAST 115.11 FEET TO A POINT ON THE SOUTH RIGHT OF WAY OF SAID TUHAYE HOLLOW ON SAID TUHAYE WHISPERING HAWK PHASE 1; THENCE SOUTH 45°53'52" EAST 101.11 FEET ALONG SAID RIGHT OF WAY; THENCE SOUTH 44°06'08" WEST 208.45 FEET; THENCE SOUTH 11°11'02" WEST 181.97 FEET TO A POINT ON THE SOUTH LINE OF THE TUHAYE LLC PROPERTY; THENCE ALONG SAID BOUNDARY THE FOLLOWING FIVE (5) COURSES: (1) SOUTH 80°44'09" WEST 75.55 FEET; (2) NORTH 62°13'31" WEST 96.72 FEET; (3) SOUTH 74°20'45" WEST 80.58 FEET; (4) NORTH 66°48'33" WEST 510.55 FEET; (5) SOUTH 00°11'13" WEST 118.24 FEET TO THE POINT OF BEGINNING.  
(EXCEPTION 4)

GOLF COURSE OPEN SPACE PARCEL 4, HOLES 13 AND 14, UNPLATTED BY THE THIRD AMENDED TUHAYE PHASE I SUBDIVISION PLAT, AND NOW DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT SOUTH 00°15'46" WEST 681.15 FEET FROM THE NORTH QUARTER CORNER OF SECTION 26, TOWNSHIP 2 SOUTH, RANGE 5 EAST, SALT LAKE BASE AND MERIDIAN (BASIS OF BEARING BEING SOUTH 00°15'46" WEST 5361.82 FEET FROM THE NORTH QUARTER CORNER TO THE SOUTH QUARTER CORNER OF SAID SECTION 26) AND RUNNING THENCE SOUTH 00°15'46" WEST 676.26 FEET; THENCE NORTH 89°45'22" WEST 127.54 FEET; THENCE SOUTH 00°50'51" WEST 291.78 FEET; THENCE SOUTH 85°42'21" WEST 2.70 FEET TO A POINT OF CURVATURE OF A 370.00-FOOT RADIUS CURVE TO THE RIGHT, THE CENTER OF WHICH BEARS NORTH 04°17'39" WEST; THENCE WESTERLY ALONG THE ARC OF SAID CURVE 312.53 FEET THROUGH A CENTRAL ANGLE OF 48°23'47"; THENCE NORTH 45°53'52" WEST 68.02 FEET; THENCE NORTH 31°44'04" EAST 606.21 FEET; THENCE NORTH 80°15'43" WEST 957.45 FEET; THENCE NORTH 86°29'20" WEST 884.86 FEET TO A NON-TANGENT POINT OF CURVATURE OF A 170.00-FOOT RADIUS CURVE TO THE RIGHT, THE CENTER OF WHICH BEARS NORTH 53°38'48" EAST; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE 173.62 FEET THROUGH A CENTRAL ANGLE OF 58°31'00"; THENCE NORTH 75°32'34" EAST 170.97 FEET; THENCE NORTH 82°56'55" EAST 604.02 FEET; THENCE SOUTH 83°15'46" EAST 334.32 FEET; THENCE SOUTH 70°51'45" EAST 92.77 FEET; THENCE SOUTH 81°09'56" EAST 825.35 FEET TO THE POINT OF BEGINNING.

(EXCEPTION 5)

GOLF COURSE PARCEL 6, MAINTENANCE FACILITY ACCORDING TO THE THIRD AMENDED TUHAYE PHASE I SUBDIVISION:

BEGINNING AT A POINT SOUTH 00°15'46" WEST 1708.85 FEET AND WEST 131.13 FEET FROM THE NORTH QUARTER CORNER OF SECTION 26, TOWNSHIP 2 SOUTH, RANGE 5 EAST, SALT LAKE BASE AND MERIDIAN (BASIS OF BEARING BEING SOUTH 00°15'46" WEST 5361.82 FEET FROM THE NORTH QUARTER CORNER TO THE SOUTH QUARTER CORNER OF SAID SECTION 26) AND RUNNING THENCE SOUTH 00°50'51" WEST 258.50 FEET; THENCE SOUTH 84°26'21" WEST 193.35 FEET; THENCE NORTH 62°33'34" WEST 137.23 FEET; THENCE SOUTH 72°04'16" WEST 143.30 FEET; THENCE NORTH 47°32'25" WEST 74.18 FEET; THENCE NORTH 11°11'02" EAST 181.97 FEET; THENCE NORTH 44°06'08" EAST 208.45 FEET TO A NON-TANGENT POINT OF CURVATURE OF A 430.00 FOOT RADIUS CURVE TO THE LEFT, THE CENTER OF WHICH BEARS NORTH 44°06'08" EAST; THENCE EASTERLY ALONG THE ARC OF SAID CURVE 360.51 FEET THROUGH A CENTRAL ANGLE OF 48°02'13" TO THE POINT OF BEGINNING.

(EXCEPTION 6)

ANY PORTION LYING WITHIN THIRD AMENDED TUHAYE PHASE I SUBDIVISION, ACCORDING TO THE OFFICIAL PLAT THEREOF, RECORDED MARCH 3, 2006 AS ENTRY NO. 297718 IN BOOK 834

AT PAGES 9 THROUGH 98 OF THE OFFICIAL RECORDS IN THE OFFICE OF THE WASATCH COUNTY RECORDER.

(EXCEPTION 7)

ANY PORTION LYING WITHIN TUHAYE RIDGEWAY DRIVE PHASE A SUBDIVISION, ACCORDING TO THE OFFICIAL PLAT THEREOF RECORDED AUGUST 19, 2005 AS ENTRY NO. 287405 IN BOOK 778 AT PAGES 472 THROUGH 491 OF THE OFFICIAL RECORDS IN THE WASATCH COUNTY RECORDER'S OFFICE.

(EXCEPTION 8)

ANY PORTION LYING WITHIN TUHAYE RIDGEWAY DRIVE PHASE B SUBDIVISION, ACCORDING TO THE OFFICIAL PLAT THEREOF RECORDED NOVEMBER 8, 2005 AS ENTRY NO. 291790 IN BOOK 802 AT PAGES 36 THROUGH 75 OF THE OFFICIAL RECORDS IN THE WASATCH COUNTY RECORDER'S OFFICE.

(EXCEPTION 9)

ANY PORTION LYING WITHIN TUHAYE PHASE 3 NORTH SUBDIVISION, ACCORDING TO THE OFFICIAL PLAT THEREOF RECORDED AUGUST 19, 2005 AS ENTRY NO. 287406 IN BOOK 778 AT PAGES 492 THROUGH 511 OF THE OFFICIAL RECORDS IN THE WASATCH COUNTY RECORDER'S OFFICE.

(EXCEPTION 10)

ANY PORTION LYING WITHIN TUHAYE 13 NORTH SUBDIVISION, ACCORDING TO THE OFFICIAL PLAT THEREOF RECORDED NOVEMBER 8, 2005 AS ENTRY NO. 291789 IN BOOK 802 AT PAGES 6 THROUGH 35 OF THE OFFICIAL RECORDS IN THE WASATCH COUNTY RECORDER'S OFFICE.

(EXCEPTION 11)

ANY PORTION LYING WITHIN TUHAYE PHASE 16 SOUTH SUBDIVISION, ACCORDING TO THE OFFICIAL PLAT THEREOF RECORDED DECEMBER 8, 2005 AS ENTRY NO. 293480 IN BOOK 812 AT PAGES 432 THROUGH 461 OF THE OFFICIAL RECORDS IN THE WASATCH COUNTY RECORDER'S OFFICE.

(EXCEPTION 12)

ANY PORTION LYING WITHIN CHRISTOPHER COMMUNITIES AT TUHAYE, PHASE X1 SUBDIVISION, ACCORDING TO THE OFFICIAL PLAT RECORDED MAY 26, 2005, AS ENTRY NO. 283623 IN THE WASATCH COUNTY RECORDER'S OFFICE.

(EXCEPTION 13)

ANY PORTION LYING WITHIN CHRISTOPHER COMMUNITIES AT TUHAYE, PHASE X2 SUBDIVISION, ACCORDING TO THE OFFICIAL PLAT RECORDED JULY 26, 2005, AS ENTRY NO. 286190 IN THE WASATCH COUNTY RECORDER'S OFFICE.

(EXCEPTION 14)

ANY PORTION LYING WITHIN CHRISTOPHER COMMUNITIES AT TUHAYE, PHASE B SUBDIVISION, ACCORDING TO THE OFFICIAL PLAT RECORDED OCTOBER 7, 2005, AS ENTRY NO. 290057 IN BOOK 792 AT PAGES 628 THROUGH 647 OF THE OFFICIAL RECORDS IN THE WASATCH COUNTY RECORDER'S OFFICE.

(EXCEPTION 15)

ANY PORTION LYING WITHIN TUHAYE PHASE 7 NORTH SUBDIVISION, ACCORDING TO THE OFFICIAL PLAT RECORDED JUNE 28, 2006, AS ENTRY NO. 303813 IN BOOK 869 AT PAGES 252 THROUGH 281 OF THE OFFICIAL RECORDS IN THE WASATCH COUNTY RECORDER'S OFFICE.

(EXCEPTION 16)

ANY PORTION LYING WITHIN TUHAYE PHASE 8 SOUTH SUBDIVISION, ACCORDING TO THE OFFICIAL PLAT RECORDED JUNE 28, 2006, AS ENTRY NO. 303814 IN BOOK 869 AT PAGES 282 THROUGH 301 OF THE OFFICIAL RECORDS IN THE WASATCH COUNTY RECORDER'S OFFICE.

(EXCEPTION 17)

ANY PORTION LYING WITHIN TUHAYE PHASE 9 SOUTH SUBDIVISION, ACCORDING TO THE OFFICIAL PLAT RECORDED JUNE 28, 2006, AS ENTRY NO. 303815 IN BOOK 869 AT PAGES 302 THROUGH 321 OF THE OFFICIAL RECORDS IN THE WASATCH COUNTY RECORDER'S OFFICE.

(EXCEPTION 18)

ANY PORTION LYING WITHIN TUHAYE SILENT CREEK SUBDIVISION, ACCORDING TO THE OFFICIAL PLAT RECORDED JUNE 1, 2007, AS ENTRY NO. 321022 IN BOOK 941 AT PAGES 1420 THROUGH 1421 OF THE OFFICIAL RECORDS IN THE WASATCH COUNTY RECORDER'S OFFICE.

(EXCEPTION 19)

LOTS MD-1 THROUGH MD-29, INCLUSIVE, THE OPEN SPACE LOTS AND THE ROADS CONTAINED IN TUHAYE MOON DANCE PHASE 1 SUBDIVISION, ACCORDING TO THE OFFICIAL PLAT THEREOF RECORDED FEBRUARY 8, 2008 AS ENTRY NO. 331798 IN BOOK 959 AT PAGES 2158 THROUGH 2160 OF THE OFFICIAL RECORDS IN THE WASATCH COUNTY RECORDER'S OFFICE.

(EXCEPTION 20)

ANY PORTION LYING WITHIN TUHAYE TWIN PEAKS SUBDIVISION PHASE A, ACCORDING TO THE OFFICIAL PLAT RECORDED JANUARY 14, 2013, AS ENTRY NO. 385894 IN BOOK 1072 AT PAGES 354 THROUGH 373 OF THE OFFICIAL RECORDS IN THE WASATCH COUNTY RECORDER'S OFFICE.

(EXCEPTION 21)

ANY PORTION LYING WITHIN TUHAYE TWIN PEAKS SUBDIVISION PHASE B, ACCORDING TO THE OFFICIAL PLAT RECORDED JANUARY 14, 2013, AS ENTRY NO. 385895 IN BOOK 1072 AT PAGES 374 THROUGH 393 OF THE OFFICIAL RECORDS IN THE WASATCH COUNTY RECORDER'S OFFICE.

(EXCEPTION 22)

ANY PORTION LYING WITHIN TUHAYE TWIN PEAKS SUBDIVISION PHASE C, ACCORDING TO THE OFFICIAL PLAT RECORDED JANUARY 14, 2013, AS ENTRY NO. 385896 IN BOOK 1072 AT PAGES 394 THROUGH 443 OF THE OFFICIAL RECORDS IN THE WASATCH COUNTY RECORDER'S OFFICE.

(EXCEPTION 23)



ANY PORTION LYING WITHIN TUHAYE WHISPERING HAWK PHASE 2 SUBDIVISION, ACCORDING TO THE OFFICIAL PLAT THEREOF RECORDED DECEMBER 7, 2009 AS ENTRY NO. 354796 IN BOOK 1005 AT PAGES 1344 THROUGH 1363 OF THE OFFICIAL RECORDS IN THE WASATCH COUNTY RECORDER'S OFFICE.

(EXCEPTION 24)

LESS AND EXCEPTING ANY PORTION LYING WITHIN SUMMIT COUNTY.

(EXCEPTION 25)

BEGINNING AT THE SOUTHEAST CORNER OF SECTION 27, TOWNSHIP 2 SOUTH, RANGE 5 EAST, SALT LAKE BASE AND MERIDIAN; THENCE NORTH 00°14'19" WEST 160.52 FEET TO THE SOUTHWEST CORNER OF SECTION 26, TOWNSHIP 2 SOUTH, RANGE 5 EAST, SALT LAKE BASE AND MERIDIAN; THENCE NORTH 00°07'34" EAST 1303.09 FEET ALONG THE SECTION LINE; THENCE NORTH 52°10'02" WEST 630.95 FEET; THENCE SOUTH 24°17'24" EAST 577.52 FEET; THENCE SOUTH 53°29'07" WEST 573.66 FEET; THENCE NORTH 77°50'12" WEST 182.47 FEET; THENCE NORTH 49°02'53" WEST 296.74 FEET; THENCE NORTH 55°01'24" WEST 882.82 FEET; THENCE SOUTH 83°10'10" WEST 1258.47 FEET; THENCE NORTH 16°48'16" WEST 677.31 FEET; THENCE SOUTH 86°54'49" WEST 1093.54 FEET; THENCE NORTH 54°04'25" WEST 650.83 FEET; THENCE NORTH 06°08'48" WEST 89.80 FEET; THENCE SOUTH 89°57'02" WEST 394.73 FEET TO THE WEST QUARTER CORNER OF SAID SECTION 27; THENCE SOUTH 00°08'46" WEST 2646.45 FEET ALONG THE WEST LINE OF SAID SECTION 27 TO THE SOUTHWEST CORNER OF SAID SECTION 27; THENCE NORTH 89°51'00" EAST 2620.52 FEET; ALONG THE SOUTH LINE OF SAID SECTION 27 TO THE SOUTH QUARTER CORNER OF SAID SECTION 27; THENCE NORTH 89°51'00" EAST 2700.40 FEET ALONG THE SOUTH LINE OF SAID SECTION 27 TO THE POINT OF BEGINNING.

(EXCEPTION 26)

THAT PORTION OF TUHAYE MOON DANCE P.U.D. PHASE 2 THAT CONTAINS BUILDINGS 1A, 1B, AND 2 MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT OF CURVATURE OF A 736.00 FOOT RADIUS CURVE TO THE LEFT, SAID POINT BEING SOUTH 00°06'38" WEST 2275.23 FEET AND SOUTH 89°53'22" EAST 1800.77 FEET FROM THE WEST QUARTER CORNER OF SECTION 22, TOWNSHIP 2 SOUTH, RANGE 5 EAST, SALT LAKE BASE AND MERIDIAN; SAID POINT ALSO BEING ON THE BOUNDARY OF TUHAYE MOON DANCE P.U.D. PHASE 2, RECORDED AS ENTRY NO. 351490 OF THE WASATCH COUNTY RECORDER'S OFFICE, (BASIS OF BEARING BEING SOUTH 00°06'38" WEST 2456.48 FEET FROM SAID WEST QUARTER CORNER TO THE SOUTHWEST CORNER OF SAID SECTION 22, BOTH BEING FOUND MONUMENTS) AND RUNNING THENCE THE FOLLOWING THREE (3) COURSES AND DISTANCES ALONG SAID TUHAYE MOON DANCE P.U.D. PHASE 2 PLAT; (1) SOUTHEASTERLY ALONG THE ARC OF SAID CURVE 199.92 FEET THROUGH A CENTRAL ANGLE OF 15°33'48" (CHORD BEARS SOUTH 87°52'11" EAST 199.31 FEET); (2) SOUTH 00°55'28" WEST 245.49 FEET; (3) SOUTH 89°05'51" WEST 320.22 FEET TO THE LOT LINE BETWEEN THAT PORTION OF SAID PLAT THAT CONTAINS BUILDINGS 1A, 1B, AND 2 AND THE CLUB HOUSE COMPLEX; THENCE THE FOLLOWING FOUR (4) COURSES AND DISTANCES ALONG SAID LOT LINE (1) NORTH 00°54'09" WEST 63.67 FEET; (2) NORTH 20°49'20" EAST 129.10 FEET; (3) NORTH 74°14'30" EAST 58.88 FEET; (4) NORTH 22°07'37" EAST 62.18 FEET TO THE POINT OF BEGINNING

(EXCEPTION 27)

GOLF COURSE PARCEL 7:

BEGINNING AT THE SOUTH WEST CORNER OF CHRISTOPHER COMMUNITIES AT TUHAYE PHASE B SUBDIVISION AS RECORDED IN THE OFFICE OF THE WASATCH COUNTY RECORDER AS ENTRY NUMBER 290057, THENCE ALONG THE SOUTH LINE OF SAID SUBDIVISION THE

FOLLOWING NINE (9) COURSES; (1) SOUTH 69°35'40" EAST 31.28 FEET; (2) SOUTH 81°08'26" EAST 260.03 FEET; (3) SOUTH 60°30'15" EAST 155.26 FEET; (4) SOUTH 78°38'12" EAST 97.35 FEET; (5) NORTH 49°33'43" EAST 184.94 FEET TO A POINT ON A 115.00 FOOT NON-TANGENT CURVE TO THE LEFT; (6) ALONG THE ARC OF SAID CURVE 115.62 FEET HAVING A CENTRAL ANGLE OF 57°36'16" (CHORD BEARS SOUTH 61°02'19" EAST 110.81 FEET); (7) SOUTH 89°50'26" EAST 64.04 FEET TO A POINT ON A 75.00 FOOT RADIUS CURVE TO THE RIGHT; (8) ALONG THE ARC OF SAID CURVE 48.10 FEET HAVING A CENTRAL ANGLE OF 36°44'44" (CHORD BEARS SOUTH 71°28'04" EAST 47.28 FEET TO A POINT ON A 17.50 FOOT RADIUS CURVE TO THE RIGHT; (9) ALONG THE ARC OF SAID CURVE 17.93 FEET HAVING A CENTRAL ANGLE OF 58°43'58" (CHORD BEARS SOUTH 23°43'43" EAST 17.16 FEET) TO A POINT ON THE WEST RIGHT OF WAY OF TUHAYE PARK DRIVE AS RECORDED ON THE TUHAYE PHASE 1 SUBDIVISION THIRD AMENDED ON FILE IN THE OFFICE OF THE WASATCH COUNTY RECORDER AS ENTRY NUMBER 297718 SAID POINT BEING ON A 369.03 FOOT RADIUS CURVE TO THE RIGHT; THENCE ALONG SAID RIGHT OF WAY AND THE ARC OF SAID CURVE 66.23 FEET HAVING A CENTRAL ANGLE OF 10°16'57" (CHORD BEARS SOUTH 58°38'51" WEST 66.14 FEET); THENCE CONTINUING ALONG SAID RIGHT OF WAY THE FOLLOWING FIVE (5) COURSES; (1) SOUTH 63°46'55" WEST 100.00 FEET TO A POINT ON A 205.00 FOOT RADIUS CURVE TO THE LEFT; (2) ALONG THE ARC OF SAID CURVE 161.62 FEET HAVING A CENTRAL ANGLE OF 45°10'16" (CHORD BEARS SOUTH 41°11'47" WEST 157.47 FEET); (3) SOUTH 18°36'39" WEST 82.92 FEET TO A POINT ON A 15.50 FOOT RADIUS CURVE TO THE RIGHT; (4) ALONG THE ARC OF SAID CURVE 20.08 FEET HAVING A CENTRAL ANGLE OF 74°12'27" (CHORD BEARS SOUTH 55°42'53" WEST 18.70 FEET) TO A POINT ON A 375.00 FOOT RADIUS CURVE TO THE LEFT; (5) ALONG THE ARC OF SAID CURVE 144.05 FEET HAVING A CENTRAL ANGLE OF 22°00'35" (CHORD BEARS SOUTH 81°48'49" WEST 143.17 FEET) TO THE SOUTHEAST CORNER OF LOT 50 TUHAYE PHASE 1 SUBDIVISION THIRD AMENDED ; THENCE NORTH 10°49'19" WEST 223.18 FEET ALONG THE EAST LINE OF SAID LOT 50 TO THE NORTHEAST CORNER OF SAID LOT; THENCE NORTH 74°49'06" WEST 479.17 FEET ALONG THE NORTH LOT LINES OF LOTS 50, 51, AND 52 OF SAID SUBDIVISION; THENCE NORTH 42°45'06" EAST 99.54 FEET TO THE POINT OF BEGINNING.  
(EXCEPTION 28)

TUHAYE CLUB TENNIS COURT AND EXECUTIVE COURSE PARCEL:

BEGINNING AT THE SOUTHWEST CORNER LOT 15 AND NORTH RIGHT OF WAY LINE OF TUHAYE PARK DRIVE AS RECORDED ON THE TUHAYE PHASE 1 SUBDIVISION THIRD AMENDED PLAT ON FILE IN THE OFFICE OF THE WASATCH COUNTY RECORDER AS ENTRY NUMBER 297718; THENCE NORTH 71°49'34" EAST 650.12 FEET ALONG THE SOUTH LINES OF LOTS 15, 16, AND 17 OF SAID SUBDIVISION TO THE SOUTHWEST CORNER OF TUHAYE RIDGEWAY DRIVE PHASE A SUBDIVISION PLAT AS RECORDED IN SAID COUNTY RECORDERS OFFICE AS ENTRY NUMBER 287405; THENCE ALONG THE SOUTH LINE OF SAID SUBDIVISION THE FOLLOWING SEVEN (7) COURSES; (1) SOUTH 83°52'19" EAST 327.40 FEET; (2) NORTH 82°06'07" EAST 239.96 FEET; (3) NORTH 82°54'40" EAST 157.36 FEET; (4) NORTH 58°48'47" EAST 416.76 FEET; (5) NORTH 35°27'31" EAST 403.51 FEET; (6) NORTH 83°28'30" EAST 178.13 FEET; (7) SOUTH 56°48'13" EAST 210.01 FEET TO A POINT ON THE WEST LINE OF TUHAYE RIDGEWAY DRIVE PHASE B AS RECORDED IN THE OFFICE OF THE WASATCH COUNTY RECORDER AS ENTRY NUMBER 291790; THENCE SOUTH 27°19'12" EAST 777.45 FEET ALONG SAID WEST LINE TO A POINT ON THE NORTH LINE OF TUHAYE 13 NORTH SUBDIVISION PLAT AS RECORDED IN THE OFFICE OF THE WASATCH COUNTY RECORDER AS ENTRY NUMBER 291789; THENCE NORTH 88°03'54" WEST 802.48 FEET ALONG THE NORTH LINE OF SAID SUBDIVISION; THENCE SOUTH 31°29'08" WEST 422.24 FEET ALONG THE WEST LINE OF SAID SUBDIVISION TO A POINT ON THE NORTH RIGHT OF WAY OF SAID TUHAYE PARK DRIVE; THENCE ALONG SAID RIGHT OF WAY THE FOLLOWING SIX (6) COURSES; (1) SOUTH 74°56'20" WEST 202.99 FEET TO A POINT ON A 970.00 FOOT RADIUS CURVE TO THE RIGHT; (2) THENCE ALONG THE ARC OF SAID 146.14 FEET HAVING A CENTRAL ANGLE OF 8°37'56" (CHORD BEARS SOUTH 79°15'15" WEST 146.00 FEET); (3) SOUTH 83°34'13" WEST 456.69 FEET; (4) SOUTH 87°00'14" WEST 100.18 FEET TO A POINT ON A 664.00 FOOT RADIUS CURVE TO THE RIGHT; (5) THENCE ALONG THE ARC OF SAID CURVE 897.49 FEET HAVING A CENTRAL ANGLE OF 77°26'36" (CHORD BEARS NORTH 57°42'30" WEST 830.71 FEET); THENCE NORTH 22°25'10" WEST 50.09 FEET TO THE POINT OF BEGINNING.

(EXCEPTION 29)

A PARCEL OF LAND LOCATED IN THE SOUTHWEST QUARTER OF SECTION 23 AND THE NORTHWEST QUARTER OF SECTION 26, TOWNSHIP 2 SOUTH, RANGE 5 EAST, SALT LAKE BASE AND Meridian, WASATCH COUNTY, UTAH BEING ALL OF LOT RW38, TUHAYE RIDGEWAY DRIVE, PHASE B AMENDED SUBDIVISION, ENTRY NO. 333065 AND A PORTION OF LOT 13N-6, TUHAYE 13 NORTH SUBDIVISION, ENTRY NO. 291789, RECORDED IN THE WASATCH COUNTY RECORDER'S OFFICE, MORE PARTICULARLY DESCRIBES AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF SAID LOT RW38 AND A POINT ON THE SOUTH LINE OF RIDGEWAY DRIVE, THENCE SOUTH 63°49'39" WEST 150.11 FEET; THENCE SOUTH 13°43'03" WEST 304.42 FEET; THENCE NORTH 45°32'29" WEST 336.82 FEET; THENCE NORTH 74°00'59" WEST 139.08 FEET; THENCE NORTH 70°14'28" EAST 366.25 FEET TO A POINT ON THE SOUTH LINE OF SAID RIDGEWAY DRIVE AND A POINT ON A 322.50 FOOT RADIUS CURVE TO THE LEFT; THENCE ALONG THE SOUTH LINE OF SAID RIDGEWAY DRIVE THE FOLLOWING TWO (2) COURSES: (1) 42.96 FEET ALONG THE ARC OF SAID CURVE HAVING A CENTRAL ANGLE OF 07°37'54" (CHORD BEARS SOUTH 78°11 '27" EAST 42.92 FEET), (2) SOUTH 82°00'24" EAST 196.23 FEET TO THE POINT OF BEGINNING.

(EXCEPTION 30)

ANY PORTION LYING WITHIN TUHAYE WHISPERING HAWK PHASE 1 SUBDIVISION, ACCORDING TO THE OFFICIAL PLAT THEREOF RECORDED AUGUST 18, 2009 AS ENTRY NO. 351487 IN BOOK 998 AT PAGES 757 THROUGH 776 OF THE OFFICIAL RECORDS IN THE WASATCH COUNTY RECORDER'S OFFICE.

(EXCEPTION 31)

SITE 1:

A PARCEL OF LAND LOCATED IN THE SOUTHEAST QUARTER OF SECTION 21, TOWNSHIP 2 SOUTH, RANGE 5 EAST, SALT LAKE BASE AND MERIDIAN, WASATCH COUNTY, UTAH, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE EAST QUARTER CORNER OF SAID SECTION 21, THENCE SOUTH 00°06'38" WEST 823.56 FEET ALONG THE EAST LINE OF SAID SECTION 21, THENCE WEST 992.64 FEET TO A POINT ON THE EAST LINE OF UINTAH DRIVE AND THE POINT OF BEGINNING; THENCE NORTH 82°35'16" EAST 100.33 FEET; THENCE SOUTH 44°03'18" EAST 164.35 FEET; THENCE SOUTH 15°36'37" WEST 125.59 FEET; THENCE NORTH 66°06'04" WEST 216.86 FEET TO A POINT ON SAID EAST LINE OF NORTH UINTAH DRIVE AND THE BEGINNING OF A 250.00 FOOT RADIUS NON-TANGENT CURVE TO THE LEFT; THENCE ALONG THE ALONG THE ARC OF SAID CURVE 141.35 FEET HAVING A CENTRAL ANGLE OF 32°23'44" (CHORD BEARS NORTH 07°32'06" EAST 139.48 FEET) TO THE POINT OF BEGINNING.

(EXCEPTION 32)

SITE 2:

A PARCEL OF LAND LOCATED IN THE SOUTHEAST QUARTER OF SECTION 21, TOWNSHIP 2 SOUTH, RANGE 5 EAST, SALT LAKE BASE AND MERIDIAN, WASATCH COUNTY, UTAH, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE EAST QUARTER CORNER OF SAID SECTION 21, THENCE SOUTH 00°06'38" WEST 1690.65 FEET ALONG THE EAST LINE OF SAID SECTION 21, THENCE WEST 1016.80 FEET

TO A POINT ON THE EAST LINE OF UINTAH DRIVE AND THE POINT OF BEGINNING; THENCE SOUTH 71°19'25" EAST 107.78 FEET; THENCE SOUTH 11°15'28" EAST 298.82 FEET; THENCE SOUTH 00°39'09" EAST 481.96 FEET; THENCE SOUTH 83°35'08" WEST 288.92 FEET TO A POINT ON THE EAST LINE OF SAID UINTAH DRIVE; THENCE ALONG SAID EAST LINE THE FOLLOWING FOUR (4) COURSES: (1) NORTH 12°10'07" WEST 460.21 FEET TO THE BEGINNING OF A 200.00 FOOT RADIUS CURVE TO THE RIGHT, (2) ALONG THE ARC OF SAID CURVE 193.15 FEET HAVING A CENTRAL ANGLE OF 55°20'01" (CHORD BEARS NORTH 15°29'54" EAST 185.73 FEET), (3) NORTH 43°09'54" EAST 166.49 FEET TO THE BEGINNING OF A 250.00 FOOT RADIUS CURVE TO THE LEFT, (4) ALONG THE ARC OF SAID CURVE 107.41 FEET HAVING A CENTRAL ANGLE OF 24°37'01" (CHORD BEARS NORTH 30°51'15" EAST 106.59 FEET) TO THE POINT OF BEGINNING.

(EXCEPTION 33)

SITE 3:

A PARCEL OF LAND LOCATED IN THE NORTHWEST QUARTER OF SECTION 27, TOWNSHIP 2 SOUTH, RANGE 5 EAST, SALT LAKE BASE AND MERIDIAN, WASATCH COUNTY, UTAH, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE SOUTH LINE OF MIDNIGHT COURT BEING THE NORTHEAST CORNER OF LOT MD-19, TUHAYE MOON DANCE PHASE 1 SUBDIVISION, ENTRY NUMBER 331798, RECORDED IN THE WASATCH COUNTY RECORDER'S OFFICE, SAID POINT BEING SOUTH 89°56'26" EAST 185.28 FEET AND SOUTH 1402.35 FEET FROM THE NORTHWEST CORNER OF SAID SECTION 27; THENCE ALONG THE SOUTH LINE OF SAID MIDNIGHT COURT THE FOLLOWING FOUR (4) COURSES: (1) SOUTH 58°07'24" EAST 47.21 FEET TO THE BEGINNING OF A 75.00 FOOT RADIUS CURVE TO THE RIGHT, (2) ALONG THE ARC OF SAID CURVE 64.54 FEET HAVING A CENTRAL ANGLE OF 49°18'24" (CHORD BEARS SOUTH 33°28'12" EAST 62.57 FEET), (3) SOUTH 08°49'00" EAST 66.84 FEET TO THE BEGINNING OF A 13.00 FOOT RADIUS CURVE TO THE RIGHT, (4) ALONG THE ARC OF SAID CURVE 14.45 FEET HAVING A CENTRAL ANGLE OF 63°41'50" (CHORD BEARS SOUTH 23°01'56" WEST 13.72 FEET) TO A POINT ON THE NORTH LINE OF UINTAH DRIVE AND THE BEGINNING OF A 475.00 FOOT REVERSE CURVE TO THE LEFT; THENCE ALONG THE ARC OF SAID CURVE 110.02 FEET HAVING A CENTRAL ANGLE OF 13°16'14" (CHORD BEARS SOUTH 48°23'30" WEST 109.77 FEET) TO A POINT ON THE EAST LINE OF SAID LOT MD-19; THENCE ALONG THE EAST LINE OF SAID LOT MD-19 THE FOLLOWING TWO (2) COURSES: (1) NORTH 09°35'26" WEST 179.05 FEET, (2) NORTH 31°52'48" EAST 61.41 FEET TO THE POINT OF BEGINNING.

(EXCEPTION 34)

SITE 4:

A PARCEL OF LAND LOCATED IN THE SOUTHWEST QUARTER OF SECTION 22, TOWNSHIP 2 SOUTH, RANGE 5 EAST, SALT LAKE BASE AND MERIDIAN, WASATCH COUNTY, UTAH, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE WEST QUARTER CORNER OF SAID SECTION 21, THENCE SOUTH 00°06'38" WEST 997.30 FEET ALONG THE WEST LINE OF SAID SECTION 22, THENCE EAST 476.20 FEET TO THE POINT OF BEGINNING; THENCE NORTH 67°08'22" EAST 284.96 FEET TO A POINT ON A 305.00 FOOT RADIUS NON-TANGENT CURVE TO THE LEFT, SAID POINT ALSO BEING ON THE WEST LINE OF TUHAYE PARK DRIVE, TUHAYE PHASE 1 SUBDIVISION THIRD AMENDED, RECORDED IN THE WASATCH COUNTY RECORDER'S OFFICE, ENTRY NUMBER 297718; THENCE ALONG SAID WEST LINE THE FOLLOWING FIVE (5) COURSES: (1) ALONG THE ARC OF SAID CURVE 456.48 FEET HAVING A CENTRAL ANGLE OF 85°45'04" (CHORD BEARS SOUTH 17°33'08" EAST 415.05 FEET); (2) SOUTH 60°25'40" EAST 186.95 FEET TO THE BEGINNING OF A 245.00 FOOT RADIUS CURVE TO THE RIGHT; (3) ALONG THE ARC OF SAID CURVE 177.20 FEET HAVING A CENTRAL ANGLE OF 41°26'28" (CHORD BEARS SOUTH 39°42'26" EAST 173.37 FEET); (4) SOUTH 18°59'12" EAST 199.53 FEET; (5) SOUTH 15°33'11" EAST 100.18 FEET; THENCE SOUTH 71°00'48" WEST 221.77 FEET;

THENCE NORTH 32°02'14" WEST 1023.94 FEET TO THE POINT OF BEGINNING.

(EXCEPTION 35)

SITE 5:

A PARCEL OF LAND LOCATED IN THE NORTHWEST QUARTER OF SECTION 26, TOWNSHIP 2 SOUTH, RANGE 5 EAST, SALT LAKE BASE AND MERIDIAN, WASATCH COUNTY, UTAH, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 26, THENCE NORTH 89°16'35" EAST 1512.72 FEET ALONG THE NORTH LINE OF SAID SECTION 26, THENCE SOUTH 1130.49 FEET TO THE NORTHWEST CORNER OF TUHAYE WHISPERING HAWK PHASE 2, ENTRY NUMBER 354796, AND A POINT ON THE SOUTH LINE OF TUHAYE HOLLOW DRIVE, TUHAYE WHISPERING HAWK PHASE 1, ENTRY NUMBER 351487, BOTH RECORDED IN THE WASATCH COUNTY RECORDER'S OFFICE, SAID POINT ALSO BEING THE POINT OF BEGINNING; THENCE ALONG THE NORTH LINE OF SAID TUHAYE HOLLOW DRIVE THE FOLLOWING THREE (3) COURSES: (1) NORTH 78°32'46" EAST 91.72 FEET TO THE BEGINNING OF A 245.00 FOOT RADIUS CURVE TO THE RIGHT; (2) ALONG THE ARC OF SAID CURVE 237.56 FEET HAVING A CENTRAL ANGLE OF 55°33'21" (CHORD BEARS SOUTH 73°40'33" EAST 228.36 FEET); (3) SOUTH 45°53'52" EAST 469.56 FEET; THENCE SOUTH 44°06'08" WEST 115.18 FEET; THENCE NORTH 77°11'07" WEST 564.25 FEET TO THE SOUTHEAST CORNER OF SAID TUHAYE WHISPERING HAWK PHASE 2; THENCE ALONG THE EAST LINE OF SAID TUHAYE WHISPERING HAWK PHASE 2 THE FOLLOWING TWO (2) COURSES: (1) NORTH 17°51'47" WEST 235.64 FEET; (2) NORTH 28°00'30" EAST 120.10 FEET TO THE POINT OF BEGINNING.

(EXCEPTION 36)

SITE 6:

A PARCEL OF LAND LOCATED IN THE NORTHWEST QUARTER OF SECTION 26, TOWNSHIP 2 SOUTH, RANGE 5 EAST, SALT LAKE BASE AND MERIDIAN, WASATCH COUNTY, UTAH, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 26, THENCE NORTH 89°16'35" EAST 2543.41 FEET ALONG THE NORTH LINE OF SAID SECTION 26, THENCE SOUTH 980.66 FEET TO A POINT ON THE SOUTH LINE OF GOLF COURSE PARCEL 4 AND THE POINT OF BEGINNING; THENCE ALONG SAID PARCEL 4 SOUTH 31°44'04" WEST 606.18 FEET TO A POINT ON THE NORTH LINE OF TUHAYE HOLLOW DRIVE, SHOWN ON TUHAYE WHISPERING HAWK PHASE 1, ENTRY NUMBER 351487, RECORDED IN THE WASATCH COUNTY RECORDER'S OFFICE; THENCE ALONG THE NORTH LINE OF SAID TUHAYE HOLLOW DRIVE THE FOLLOWING EIGHT (8) COURSES: (1) NORTH 45°53'52" WEST 502.67 FEET TO THE BEGINNING OF A 305.00 FOOT RADIUS CURVE TO THE LEFT; (2) ALONG THE ARC OF SAID CURVE 295.74 FEET HAVING A CENTRAL ANGLE OF 55°33'21" (CHORD BEARS NORTH 73°40'33" WEST 284.29 FEET); (3) SOUTH 78°32'46" WEST 131.14 FEET TO THE BEGINNING OF A 320.00 FOOT RADIUS CURVE TO THE RIGHT; (4) ALONG THE ARC OF SAID CURVE 158.12 FEET HAVING A CENTRAL ANGLE OF 28°18'42" (CHORD BEARS NORTH 87°17'53" WEST 156.52 FEET); (5) NORTH 73°08'32" WEST 307.65 FEET TO THE BEGINNING OF A 320.00 FOOT RADIUS CURVE TO THE RIGHT; (6) ALONG THE ARC OF SAID CURVE 142.74 FEET HAVING A CENTRAL ANGLE OF 25°33'28" (CHORD BEARS NORTH 60°21'48" WEST 141.56 FEET); (7) NORTH 47°35'04" WEST 202.66 FEET TO THE BEGINNING OF A 170.00 FOOT RADIUS CURVE TO THE RIGHT; (8) ALONG THE ARC OF SAID CURVE 32.29 FEET HAVING A CENTRAL ANGLE OF 11°13'08" (CHORD BEARS NORTH 41°58'30" WEST 33.23 FEET) TO A POINT ON THE SOUTH LINE OF SAID PARCEL 4; THENCE ALONG THE SOUTH LINE OF SAID PARCEL 4 THE FOLLOWING TWO (2) COURSES: (1) SOUTH 86°29'20" EAST 884.83 FEET; (2) SOUTH 80°15'43" EAST 957.45 FEET TO THE POINT OF BEGINNING.

(EXCEPTION

37)

SITE 7:

A PARCEL OF LAND LOCATED IN THE SOUTH HALF OF SECTION 27, TOWNSHIP 2 SOUTH, RANGE 5 EAST, SALT LAKE BASE AND MERIDIAN, WASATCH COUNTY, UTAH, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE WEST QUARTER CORNER OF SAID SECTION 27, THENCE NORTH 89°57'02" EAST 2023.32 FEET, THENCE SOUTH 413.68 FEET TO THE SOUTHEAST CORNER OF LOT TP-29, TUHAYE TWIN PEAKS SUBDIVISION, PHASE "C", ENTRY NUMBER 385896, RECORDED IN THE WASATCH COUNTY RECORDER'S OFFICE, AND THE POINT OF BEGINNING; THENCE ALONG THE SOUTH LINE OF SAID PHASE "C" THE FOLLOWING TWENTY (20) COURSES: (1) NORTH 86°54'49" EAST 281.85 FEET; (2) NORTH 82°07'44" EAST 579.79 FEET; (3) SOUTH 28°38'35" EAST 198.30 FEET; (4) NORTH 61°21'25" EAST 142.38 FEET TO THE BEGINNING OF A 525.00 FOOT RADIUS CURVE TO THE RIGHT; (5) ALONG THE ARC OF SAID CURVE 81.88 FEET HAVING A CENTRAL ANGLE 08°56'11" (CHORD BEARS NORTH 65°49'31" EAST 81.80 FEET); (6) NORTH 70°17'36" EAST 379.70 FEET TO THE BEGINNING OF A 275.00 FOOT RADIUS CURVE TO THE LEFT; (7) ALONG THE ARC OF SAID CURVE 158.73 FEET HAVING A CENTRAL ANGLE OF 33°04'19" (CHORD BEARS NORTH 53°45'27" EAST 156.54 FEET); (8) NORTH 37°13'17" EAST 54.16 FEET; (9) SOUTH 79°34'39" EAST 56.02 FEET; (10) SOUTH 37°13'17" WEST 79.42 FEET TO THE BEGINNING OF A 325.00 FOOT RADIUS CURVE TO THE RIGHT; (11) ALONG THE ARC OF SAID CURVE 61.47 FEET HAVING A CENTRAL ANGLE OF 10°50'11" (CHORD BEARS SOUTH 42°38'22" WEST 61.38 FEET); (12) SOUTH 52°15'34" EAST 802.75 FEET; (13) NORTH 65°28'59" EAST 54.10 FEET TO THE BEGINNING OF A 275.00 FOOT RADIUS CURVE TO THE RIGHT; (14) ALONG THE ARC OF SAID CURVE 196.18 FEET HAVING A CENTRAL ANGLE OF 40°52'28" (CHORD BEARS NORTH 85°55'13" EAST 192.05 FEET); (15) SOUTH 73°38'33" EAST 196.92 FEET TO THE BEGINNING OF A 75.00 FOOT RADIUS CURVE TO THE LEFT; (16) ALONG THE ARC OF SAID CURVE 141.43 FEET HAVING A CENTRAL ANGLE OF 108°02'41" (CHORD BEARS NORTH 52°20'07" EAST 121.39 FEET); (17) NORTH 01°41'13" WEST 28.97 FEET; (18) NORTH 68°41'03" EAST 53.08 FEET; (19) SOUTH 01°41'13" EAST 46.81 FEET TO THE BEGINNING OF A 130.18 FOOT RADIUS CURVE TO THE RIGHT; (20) ALONG THE ARC OF SAID CURVE 117.13 FEET HAVING A CENTRAL ANGLE OF 51°33'07" (CHORD BEARS SOUTH 25°14'27" WEST 113.22 FEET) TO A POINT; THENCE SOUTH 24°17'22" EAST 577.51 FEET; THENCE SOUTH 53°29'07" WEST 573.66 FEET; THENCE NORTH 77°50'12" WEST 182.47 FEET; THENCE NORTH 49°02'53" WEST 296.74 FEET; THENCE NORTH 55°01'24" WEST 882.82 FEET; THENCE SOUTH 83°10'10" WEST 1258.47 FEET; THENCE NORTH 16°48'16" WEST 677.31 FEET TO THE POINT OF BEGINNING.

(EXCEPTION 38)

SITE 8:

A PARCEL OF LAND LOCATED IN THE SOUTHEAST QUARTER OF SECTION 21 AND THE NORTHEAST QUARTER OF SECTION 28, TOWNSHIP 2 SOUTH, RANGE 5 EAST, SALT LAKE BASE AND MERIDIAN, WASATCH COUNTY, UTAH, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE EAST QUARTER CORNER OF SAID SECTION 28, THENCE SOUTH 89°48'49" WEST 1327.34 FEET; THENCE NORTH 00°15'17" WEST 2657.91 FEET; THENCE NORTH 00°09'55" WEST 1884.42 FEET TO THE SOUTH CORNER OF LOT 3N-14, TUHAYE PHASE 3 NORTH SUBDIVISION, ENTRY NUMBER 287406, RECORDED IN THE WASATCH COUNTY RECORDER'S OFFICE; THENCE NORTH 49°17'18" EAST 322.27 FEET ALONG THE SOUTH LINE OF SAID LOT 3N-14 TO A POINT ON THE WEST LINE OF UINTAH DRIVE SHOWN ON SAID PHASE 3 NORTH SUBDIVISION PLAT; THENCE SOUTH 08°42'58" EAST 95.62 FEET ALONG THE WEST LINE OF SAID UINTAH DRIVE TO A POINT COMMON TO SAID PHASE 3 NORTH AND TUHAYE PHASE 7 NORTH SUBDIVISION, ENTRY NUMBER 303813, RECORDED IN THE WASATCH COUNTY RECORDER'S OFFICE; THENCE CONTINUING ALONG THE WEST LINE OF SAID UINTAH DRIVE THE FOLLOWING FOURTEEN (14) COURSES: (1) SOUTH 14°25'36" EAST 50.25 FEET; (2) SOUTH 08°42'58" EAST 116.21

FEET TO THE BEGINNING OF A 200.00 FOOT RADIUS CURVE TO THE RIGHT; (3) ALONG THE ARC OF SAID CURVE 165.52 FEET HAVING A CENTRAL ANGLE OF 47°25'09" (CHORD BEARS SOUTH 14°59'37" WEST 160.84 FEET); (4) SOUTH 38°42'11" WEST 102.75 FEET TO THE BEGINNING OF A 250.00 FOOT CURVE TO THE LEFT; (5) ALONG THE ARC OF SAID CURVE 291.64 FEET HAVING A CENTRAL ANGLE OF 66°50'23" (CHORD BEARS SOUTH 05°17'00" WEST 275.38 FEET); (6) SOUTH 28°08'12" EAST 199.73 FEET TO THE BEGINNING OF A 200 FOOT RADIUS CURVE TO THE RIGHT; (7) ALONG THE ARC OF SAID CURVE 248.89 FEET HAVING A CENTRAL ANGLE OF 71°18'06" (CHORD BEARS SOUTH 07°30'51" WEST 233.14 FEET); (8) SOUTH 43°09'54" WEST 166.49 FEET TO THE BEGINNING OF A 250.00 FOOT RADIUS CURVE TO THE LEFT; (9) ALONG THE ARC OF SAID CURVE 241.44 FEET HAVING A CENTRAL ANGLE OF 55°20'01" (CHORD BEARS SOUTH 15°29'54" WEST 232.16 FEET); (10) SOUTH 12°10'07" EAST 522.01 FEET TO THE BEGINNING OF A 575.00 FOOT RADIUS CURVE TO THE RIGHT; (11) ALONG THE ARC OF SAID CURVE 196.73 FEET HAVING A CENTRAL ANGLE OF 19°36'12" (CHORD BEARS SOUTH 02°22'01" EAST 195.77 FEET); (12) SOUTH 07°26'05" WEST 591.78 FEET TO THE BEGINNING OF A 375.00 FOOT RADIUS CURVE TO THE LEFT; (13) ALONG THE ARC OF SAID CURVE 419.46 FEET HAVING A CENTRAL ANGLE OF 64°05'20" (CHORD BEARS SOUTH 24°36'35" EAST 397.93 FEET); (14) SOUTH 56°39'15" EAST 254.72 FEET TO A POINT ON THE WEST LINE OF THE TUHAYE 8 SOUTH SUBDIVISION, ENTRY NUMBER 303814, RECORDED IN THE WASATCH COUNTY RECORDER'S OFFICE, THENCE ALONG THE WEST AND SOUTH LINE OF SAID TUHAYE 8 SOUTH SUBDIVISION THE FOLLOWING NINE (9) COURSES: (1) SOUTH 14°04'49" WEST 837.27 FEET; (2) SOUTH 44°21'04" EAST 239.49 FEET; (3) SOUTH 22°21'09" WEST 50.18 FEET TO A POINT ON A 180.00 FOOT RADIUS CURVE TO THE LEFT; (4) ALONG THE ARC OF SAID CURVE 54.83 FEET HAVING A CENTRAL ANGLE OF 19°38'03" (CHORD BEARS SOUTH 12°32'08" WEST 54.56 FEET); (5) SOUTH 87°16'54" EAST 50.00 FEET TO A POINT ON A 110.00 FOOT RADIUS NON-TANGENT CURVE TO THE LEFT; (6) ALONG THE ARC OF SAID CURVE 65.12 FEET HAVING A CENTRAL ANGLE OF 33°55'01" (CHORD BEARS SOUTH 14°14'24" EAST 64.17 FEET); (7) SOUTH 31°11'55" EAST 142.59 FEET; (8) NORTH 85°28'55" EAST 408.82 FEET; (9) SOUTH 62°25'47" EAST 423.64 FEET TO THE EAST QUARTER CORNER OF SAID SECTION 28 AND THE POINT OF BEGINNING.

## (EASEMENT 1)

TOGETHER AN ACCESS EASEMENT AS FOLLOWS:

BEGINNING AT POINT ON THE SOUTHERLY RIGHT OF WAY LINE OF UTAH HIGHWAY U-248, AT APPROXIMATE U.D.O.T. HIGHWAY ENGINEER STATION 348+42, SAID POINT BEING NORTH 00°04'35" EAST ALONG THE SECTION LINE 697.94 FEET AND SOUTH 87°12'07" WEST ALONG SAID SOUTHERLY RIGHT OF WAY LINE 267.33 FEET FROM THE EAST QUARTER CORNER OF SECTION 21, TOWNSHIP 2 SOUTH, RANGE 5 EAST, SALT LAKE BASE AND MERIDIAN (BASIS OF BEARING BEING NORTH 00°04'35" EAST 2669.92 FEET BETWEEN SAID EAST QUARTER CORNER AND THE NORTHEAST CORNER OF SAID SECTION 21), SAID POINT ALSO BEING A NON-TANGENT POINT OF CURVATURE OF A 236.00 FOOT RADIUS CURVE TO THE RIGHT, THE CENTER OF WHICH BEARS NORTH 81°18'59" WEST; AND RUNNING THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE 172.54 FEET THROUGH A CENTRAL ANGLE OF 41°53'18"; THENCE SOUTH 50°34'19" WEST 24.37 FEET TO A POINT OF CURVATURE OF A 15.50 FOOT RADIUS CURVE TO THE LEFT, THE CENTER OF WHICH BEARS SOUTH 39°25'41" EAST; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE 23.67 FEET THROUGH A CENTRAL ANGLE OF 87°30'00"; THENCE SOUTH 36°55'41" EAST 180.40 FEET TO A POINT OF CURVATURE OF A 211.00 FOOT RADIUS CURVE TO THE RIGHT, THE CENTER OF WHICH BEARS SOUTH 53°04'19" WEST; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE 95.78 FEET THROUGH A CENTRAL ANGLE OF 26°00'29"; THENCE SOUTH 10°55'12" EAST 100.00 FEET TO A POINT OF CURVATURE OF A 139.00 FOOT RADIUS CURVE TO THE LEFT, THE CENTER OF WHICH BEARS NORTH 79°04'48" EAST; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE 186.74 FEET THROUGH A CENTRAL ANGLE OF 76°58'04"; THENCE SOUTH 87°53'17" EAST 29.20 FEET; THENCE SOUTH 49°10'01" WEST 87.87 FEET THENCE NORTH 89°24'01" WEST 32.92 FEET TO A NON-TANGENT POINT OF CURVATURE OF A 211.00 FOOT RADIUS CURVE TO THE RIGHT, THE CENTER OF WHICH BEARS NORTH 20°55'17" EAST; THENCE NORTHWESTERLY ALONG THE

ARC OF SAID CURVE 214.18 FEET THROUGH A CENTRAL ANGLE OF 58°09'31"; THENCE NORTH 10°55'12" WEST 100.00 FEET TO A POINT OF CURVATURE OF A 139.00 FOOT RADIUS CURVE TO THE LEFT, THE CENTER OF WHICH BEARS SOUTH 79°04'48" WEST; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE 63.10 FEET THROUGH A CENTRAL ANGLE OF 26°00'29"; THENCE NORTH 36°55'41" WEST 175.68 FEET TO A POINT OF CURVATURE OF A 15.50 FOOT RADIUS CURVE TO THE LEFT, THE CENTER OF WHICH BEARS SOUTH 53°04'19" WEST; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE 25.96 FEET THROUGH A CENTRAL ANGLE OF 95°58'22"; THENCE NORTH 39°25'41" WEST 72.09 FEET TO A NON-TANGENT POINT OF CURVATURE OF A 211.00 FOOT RADIUS CURVE TO THE RIGHT, THE CENTER OF WHICH BEARS SOUTH 41°42'54" EAST; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE 8.42 FEET THROUGH A CENTRAL ANGLE OF 02°17'13"; THENCE NORTH 50°34'19" EAST 120.00 FEET TO A POINT OF CURVATURE OF A 164.00 FOOT RADIUS CURVE TO THE LEFT, THE CENTER OF WHICH BEARS NORTH 39°25'41" WEST; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE 105.12 FEET THROUGH A CENTRAL ANGLE OF 36°43'30" TO SAID SOUTHERLY RIGHT OF WAY LINE; THENCE NORTH 87°12'07" EAST ALONG SAID SOUTHERLY RIGHT OF WAY LINE 74.15 FEET TO THE POINT OF BEGINNING.

(Tax Serial Nos. OWC-0144-A AND PARCEL NO. 00-0020-5604, OWC-0144-J AND PARCEL NO. 00-0020-8816, OWC-0144-3 AND PARCEL NO. 00-0017-1715, OWC-0145 AND PARCEL NO. 00-0007-2830, OWC-0145-1 AND PARCEL NO. 00-0011-8112).

**Parcel 2:**

OPEN SPACE LOT AND THE ROADS CONTAINED IN THE THIRD AMENDED TUHAYE PHASE I SUBDIVISION, ACCORDING TO THE OFFICIAL PLAT THEREOF, RECORDED MARCH 3, 2006 AS ENTRY NO. 297718 IN BOOK 834 AT PAGES 9 THROUGH 98, OF THE OFFICIAL RECORDS IN THE OFFICE OF THE WASATCH COUNTY RECORDER.

OPEN SPACE LOTS 1 AND 2 AND THE ROADS CONTAINED IN TUHAYE RIDGEWAY DRIVE PHASE A SUBDIVISION, ACCORDING TO THE OFFICIAL PLAT THEREOF RECORDED AUGUST 19, 2005 AS ENTRY NO. 287405 IN BOOK 778 AT PAGES 472 THROUGH 491 OF THE OFFICIAL RECORDS IN THE WASATCH COUNTY RECORDER'S OFFICE.

LOTS RW-26, RW-31, RW-47, RW-48, OPEN SPACE LOTS 1 AND 2 AND THE ROADS CONTAINED IN TUHAYE RIDGEWAY DRIVE PHASE B AMENDED SUBDIVISION, ACCORDING TO THE OFFICIAL PLAT THEREOF RECORDED MARCH 11, 2008 AS ENTRY NO. 333065 IN BOOK 962 AT PAGES 226 THROUGH 265 OF THE OFFICIAL RECORDS IN THE WASATCH COUNTY RECORDER'S OFFICE.

LOTS 3NS-1, OPEN SPACE LOTS 1 AND 2 AND THE ROADS CONTAINED IN TUHAYE PHASE 3 NORTH SUBDIVISION, ACCORDING TO THE OFFICIAL PLAT THEREOF RECORDED AUGUST 19, 2005 AS ENTRY NO. 287406 IN BOOK 778 AT PAGES 492 THROUGH 511, OF THE OFFICIAL RECORDS IN THE WASATCH COUNTY RECORDER'S OFFICE.

LOTS 13N-6, 13N-11, 13N-12, 13N-14 AND OPEN SPACE LOT AND THE ROADS CONTAINED IN TUHAYE 13 NORTH SUBDIVISION, ACCORDING TO THE OFFICIAL PLAT THEREOF RECORDED NOVEMBER 8, 2005 AS ENTRY NO. 291789 IN BOOK 802 AT PAGES 6 THROUGH 35, OF THE OFFICIAL RECORDS IN THE WASATCH COUNTY RECORDER'S OFFICE.

LOTS 16S-17, 16S-18, 16S-20, 16S-22, 16S-26, 16S-28, 16S-31, 16S-32, 16S-40, OPEN SPACE LOT AND THE ROADS CONTAINED IN TUHAYE PHASE 16 SOUTH SUBDIVISION, ACCORDING TO THE OFFICIAL PLAT THEREOF RECORDED DECEMBER 8, 2005 AS ENTRY NO. 293480 IN BOOK 812 AT PAGES 432 THROUGH 461 OF THE OFFICIAL RECORDS IN THE WASATCH COUNTY RECORDER'S OFFICE.

LOTS 7N-3, 7N-4, 7N-10, OPEN SPACE LOTS 1 AND 2 AND THE ROADS CONTAINED IN TUHAYE PHASE 7 NORTH SUBDIVISION, ACCORDING TO THE OFFICIAL PLAT THEREOF RECORDED



JUNE 28, 2006 AS ENTRY NO. 303813 IN BOOK 869 AT PAGES 252 THROUGH 281 OF THE OFFICIAL RECORDS IN THE WASATCH COUNTY RECORDER'S OFFICE.

OPEN SPACE LOTS 1 AND 2 AND THE ROADS CONTAINED IN TUHAYE PHASE 8 SOUTH SUBDIVISION, ACCORDING TO THE OFFICIAL PLAT THEREOF RECORDED JUNE 28, 2006 AS ENTRY NO. 303814 IN BOOK 869 AT PAGES 282 THROUGH 301 OF THE OFFICIAL RECORDS IN THE WASATCH COUNTY RECORDER'S OFFICE.

LOTS 9S-5, OPEN SPACE LOT AND THE ROADS CONTAINED IN TUHAYE PHASE 9 SOUTH SUBDIVISION, ACCORDING TO THE OFFICIAL PLAT THEREOF RECORDED JUNE 28, 2006 AS ENTRY NO. 303815 IN BOOK 869 AT PAGES 302 THROUGH 321 OF THE OFFICIAL RECORDS IN THE WASATCH COUNTY RECORDER'S OFFICE.

LOTS 1, 2, 3, 4, 5, 6, 7, 9, 12, 18, OPEN SPACE LOT AND THE ROADS CONTAINED IN TUHAYE SILENT CREEK SUBDIVISION, ACCORDING TO THE OFFICIAL PLAT THEREOF RECORDED JUNE 1, 2007 AS ENTRY NO. 321022 IN BOOK 941 AT PAGES 1420 THROUGH 1421 OF THE OFFICIAL RECORDS IN THE WASATCH COUNTY RECORDER'S OFFICE.

LOTS WH-1, WH-2 AND THE ROADS CONTAINED IN TUHAYE WHISPERING HAWK PHASE 1 SUBDIVISION, ACCORDING TO THE OFFICIAL PLAT THEREOF RECORDED AUGUST 18, 2009 AS ENTRY NO. 351487 IN BOOK 998 AT PAGES 757 THROUGH 776 OF THE OFFICIAL RECORDS IN THE WASATCH COUNTY RECORDER'S OFFICE.

LOTS WH-3, WH-4, WH-5, WH-6, WH-10, WH-11, WH-12, OPEN SPACE LOT AND THE ROADS CONTAINED IN TUHAYE WHISPERING HAWK PHASE 2 SUBDIVISION, ACCORDING TO THE OFFICIAL PLAT THEREOF RECORDED DECEMBER 7, 2009 AS ENTRY NO. 354796 IN BOOK 1005 AT PAGES 1344 THROUGH 1363 OF THE OFFICIAL RECORDS IN THE WASATCH COUNTY RECORDER'S OFFICE.

LOTS TP14, TP18, TP21, TP22, TP23 AND THE ROADS CONTAINED IN TUHAYE TWIN PEAKS SUBDIVISION PHASE A, ACCORDING TO THE OFFICIAL PLAT THEREOF RECORDED JANUARY 14, 2013 AS ENTRY NO. 385894 IN BOOK 1072 AT PAGES 354 THROUGH 373 OF THE OFFICIAL RECORDS IN THE WASATCH COUNTY RECORDER'S OFFICE.

LOTS TP34, OPEN SPACE LOT AND THE ROADS CONTAINED IN TUHAYE TWIN PEAKS SUBDIVISION PHASE B, ACCORDING TO THE OFFICIAL PLAT THEREOF RECORDED JANUARY 14, 2013 AS ENTRY NO. 385895 IN BOOK 1072 AT PAGES 374 THROUGH 393 OF THE OFFICIAL RECORDS IN THE WASATCH COUNTY RECORDER'S OFFICE.

LOTS TP2, TP3, TP4, TP5, TP6, TP7, TP8, TP9, TP28, TP31, TP32, TP33, TP34, OPEN SPACE LOTS 2 THROUGH 6, JORDANELLE SPECIAL SERVICE DISTRICT TANK SITE AND THE ROADS CONTAINED IN TUHAYE TWIN PEAKS SUBDIVISION PHASE C, ACCORDING TO THE OFFICIAL PLAT THEREOF RECORDED JANUARY 14, 2013 AS ENTRY NO. 385896 IN BOOK 1072 AT PAGES 394 THROUGH 443 OF THE OFFICIAL RECORDS IN THE WASATCH COUNTY RECORDER'S OFFICE.

**EASEMENT 1:**

TOGETHER AN ACCESS EASEMENT AS FOLLOWS:

BEGINNING AT POINT ON THE SOUTHERLY RIGHT OF WAY LINE OF UTAH HIGHWAY U-248, AT APPROXIMATE U.D.O.T. HIGHWAY ENGINEER STATION 348+42, SAID POINT BEING NORTH 00°04'35" EAST ALONG THE SECTION LINE 697.94 FEET AND SOUTH 87°12'07" WEST ALONG SAID SOUTHERLY RIGHT OF WAY LINE 267.33 FEET FROM THE EAST QUARTER CORNER OF

SECTION 21, TOWNSHIP 2 SOUTH, RANGE 5 EAST, SALT LAKE BASE AND MERIDIAN (BASIS OF BEARING BEING NORTH 00°04'35" EAST 2669.92 FEET BETWEEN SAID EAST QUARTER CORNER AND THE NORTHEAST CORNER OF SAID SECTION 21), SAID POINT ALSO BEING A NON-TANGENT POINT OF CURVATURE OF A 236.00 FOOT RADIUS CURVE TO THE RIGHT, THE CENTER OF WHICH BEARS NORTH 81°18'59" WEST; AND RUNNING THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE 172.54 FEET THROUGH A CENTRAL ANGLE OF 41°53'18"; THENCE SOUTH 50°34'19" WEST 24.37 FEET TO A POINT OF CURVATURE OF A 15.50 FOOT RADIUS CURVE TO THE LEFT, THE CENTER OF WHICH BEARS SOUTH 39°25'41" EAST; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE 23.67 FEET THROUGH A CENTRAL ANGLE OF 87°30'00"; THENCE SOUTH 36°55'41" EAST 180.40 FEET TO A POINT OF CURVATURE OF A 211.00 FOOT RADIUS CURVE TO THE RIGHT, THE CENTER OF WHICH BEARS SOUTH 53°04'19" WEST; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE 95.78 FEET THROUGH A CENTRAL ANGLE OF 26°00'29"; THENCE SOUTH 10°55'12" EAST 100.00 FEET TO A POINT OF CURVATURE OF A 139.00 FOOT RADIUS CURVE TO THE LEFT, THE CENTER OF WHICH BEARS NORTH 79°04'48" EAST; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE 186.74 FEET THROUGH A CENTRAL ANGLE OF 76°58'04"; THENCE SOUTH 87°53'17" EAST 29.20 FEET; THENCE SOUTH 49°10'01" WEST 87.87 FEET THENCE NORTH 89°24'01" WEST 32.92 FEET TO A NON-TANGENT POINT OF CURVATURE OF A 211.00 FOOT RADIUS CURVE TO THE RIGHT, THE CENTER OF WHICH BEARS NORTH 20°55'17" EAST; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE 214.18 FEET THROUGH A CENTRAL ANGLE OF 58°09'31"; THENCE NORTH 10°55'12" WEST 100.00 FEET TO A POINT OF CURVATURE OF A 139.00 FOOT RADIUS CURVE TO THE LEFT, THE CENTER OF WHICH BEARS SOUTH 79°04'48" WEST; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE 63.10 FEET THROUGH A CENTRAL ANGLE OF 26°00'29"; THENCE NORTH 36°55'41" WEST 175.68 FEET TO A POINT OF CURVATURE OF A 15.50 FOOT RADIUS CURVE TO THE LEFT, THE CENTER OF WHICH BEARS SOUTH 53°04'19" WEST; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE 25.96 FEET THROUGH A CENTRAL ANGLE OF 95°58'22"; THENCE NORTH 39°25'41" WEST 72.09 FEET TO A NON-TANGENT POINT OF CURVATURE OF A 211.00 FOOT RADIUS CURVE TO THE RIGHT, THE CENTER OF WHICH BEARS SOUTH 41°42'54" EAST; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE 8.42 FEET THROUGH A CENTRAL ANGLE OF 02°17'13"; THENCE NORTH 50°34'19" EAST 120.00 FEET TO A POINT OF CURVATURE OF A 164.00 FOOT RADIUS CURVE TO THE LEFT, THE CENTER OF WHICH BEARS NORTH 39°25'41" WEST; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE 105.12 FEET THROUGH A CENTRAL ANGLE OF 36°43'30" TO SAID SOUTHERLY RIGHT OF WAY LINE; THENCE NORTH 87°12'07" EAST ALONG SAID SOUTHERLY RIGHT OF WAY LINE 74.15 FEET TO THE POINT OF BEGINNING.

(Tax Nos. (SERIAL NO. 0TU-10PN AND PARCEL NO. 00-0020-2347)(SERIAL NO. 0TS-1RWP1 AND PARCEL NO. 00-0020-3317)(SERIAL NO. 0TS-1RWP2 AND PARCEL NO. 00-0020-3318)(SERIAL NO. 0TS-2RW26 AND PARCEL NO. 00-0020-3637)(SERIAL NO. 0TS-2RW31 AND PARCEL NO. 00-0020-3642)(SERIAL NO. 0TS-2RW47 AND PARCEL NO. 00-0020-3658)(SERIAL NO. 0TS-2RW48 AND PARCEL NO. 00-0020-3659) (SERIAL NO. 0TS-2RWP1 AND PARCEL NO. 00-0020-3660)(SERIAL NO. 0TS-2RWP2 AND PARCEL NO. 00-0020-7812)(SERIAL NO. 0TN-13N06 AND PARCEL NO. 00-0020-3907)(SERIAL NO. 0TN-13N11 AND PARCEL NO. 00-0020-3912)(SERIAL NO. 0TN-13N12 AND PARCEL NO. 00-0020-3913)(SERIAL NO. 0TN-13N14 AND PARCEL NO. 00-0020-3915)(SERIAL NO. 0TN-13OPN AND PARCEL NO. 00-0020-3917) (SERIAL NO. 0TT-16S17 AND PARCEL NO. 00-0020-3937)(SERIAL NO. 0TT-16S18 AND PARCEL NO. 00-0020-3938)(SERIAL NO. 0TT-16S20 AND PARCEL NO. 00-0020-3940)(SERIAL NO. 0TT-16S22 AND PARCEL NO. 00-0020-3942) (SERIAL NO. 0TT-16S26 AND PARCEL NO. 00-0020-3946) (SERIAL NO. 0TT-16S28 AND PARCEL NO. 00-0020-3948) (SERIAL NO. 0TT-16S31 AND PARCEL NO. 00-0020-3951) (SERIAL NO. 0TT-16S32 AND PARCEL NO. 00-0020-3952)(SERIAL NO. 0TT-16S40 AND PARCEL NO. 00-0020-3960) (SERIAL NO. 0TT-16SOS AND PARCEL NO. 00-0020-3972) (SERIAL NO. 0TN-3NS1 AND PARCEL NO. 00-0020-3874)(SERIAL NO. 0TN-3NOS-1 AND PARCEL NO. 00-0020-3875) (SERIAL NO. 0TN-3NOS-2 AND PARCEL NO. 00-0020-3876), (SERIAL NO. 0TN-7N03 AND PARCEL NO. 00-0020-5621) (SERIAL NO. 0TN-7N04 AND PARCEL NO. 00-0020-5622)(SERIAL NO. 0TN-7N10 AND PARCEL NO. 00-0020-5628) (SERIAL NO. 0TN-7NOP-1 AND PARCEL NO. 00-0020-5634) (SERIAL NO. 0TN-7NOP-2 AND PARCEL NO. 00-0020-5635) (SERIAL NO. 0TT-8SOS-1 AND PARCEL NO. 00-0020-5640)(SERIAL NO. 0TT-

8SOS-2 AND PARCEL NO. 00-0020-5641) (SERIAL NO. 0TT-9S05 AND PARCEL NO. 00-0020-5646)(SERIAL NO. 0TT-9S05 AND PARCEL NO. 00-0020-5648) (SERIAL NO. 0TH-0001 AND PARCEL NO. 00-0020-6374) (SERIAL NO. 0TH-0002 AND PARCEL NO. 00-0020-6375) (SERIAL NO. 0TH-0003 AND PARCEL NO. 00-0020-6376) (SERIAL NO. 0TH-0004 AND PARCEL NO. 00-0020-6377) (SERIAL NO. 0TH-0005 AND PARCEL NO. 00-0020-6378) (SERIAL NO. 0TH-0006 AND PARCEL NO. 00-0020-6379) (SERIAL NO. 0TH-0007 AND PARCEL NO. 00-0020-6380) (SERIAL NO. 0TH-0009 AND PARCEL NO. 00-0020-6381) (SERIAL NO. 0TH-0012 AND PARCEL NO. 00-0020-6385) (SERIAL NO. 0TH-0018 AND PARCEL NO. 00-0020-6391) (SERIAL NO. 0TH-00PN AND PARCEL NO. 00-0020-6399) (SERIAL NO. 0TK-CTP02 AND PARCEL NO. 00-0020-9956) (SERIAL NO. 0TK-CTP03 AND PARCEL NO. 00-0020-9957)(SERIAL NO. 0TK-CTP04 AND PARCEL NO. 00-0020-9958) (SERIAL NO. 0TK-CTP05 AND PARCEL NO. 00-0020-9959) (SERIAL NO. 0TK-CTP06 AND PARCEL NO. 00-0020-9960) (SERIAL NO. 0TK-CTP07 AND PARCEL NO. 00-0020-9961) (SERIAL NO. 0TK-CTP08 AND PARCEL NO. 00-0020-9962) (SERIAL NO. 0TK-CTP09 AND PARCEL NO. 00-0020-9963) (SERIAL NO. 0TK-ATP14 AND PARCEL NO. 00-0020-9940) (SERIAL NO. 0TK-ATP18 AND PARCEL NO. 00-0020-9944) (SERIAL NO. 0TK-ATP21 AND PARCEL NO. 00-0020-9947) (SERIAL NO. 0TK-ATP22 AND PARCEL NO. 00-0020-9948) (SERIAL NO. 0TK-ATP23 AND PARCEL NO. 00-0020-9949) (SERIAL NO. 0TK-CTP28 AND PARCEL NO. 00-0020-9966) (SERIAL NO. 0TK-CTP31 AND PARCEL NO. 00-0020-9968) (SERIAL NO. 0TK-CTP32 AND PARCEL NO. 00-0020-9970) (SERIAL NO. 0TK-CTP33 AND PARCEL NO. 00-0020-9977) (SERIAL NO. 0TK-BTP34 AND PARCEL NO. 00-0020-9952) (SERIAL NO. 0TK-BTPON-1 AND PARCEL NO. 00-0020-9954) (SERIAL NO. 0TK-CTPON-2 AND PARCEL NO. 00-0020-9972) (SERIAL NO. 0TK-CTPON-3 AND PARCEL NO. 00-0020-9973) (SERIAL NO. 0TK-CTPON-4 AND PARCEL NO. 00-0020-9974)(SERIAL NO. 0TK-CTPOS-5 AND PARCEL NO. 00-0020-9975) (SERIAL NO. 0TK-CTPOS-6 AND PARCEL NO. 00-0020-9976) (SERIAL NO. 0TK-CTPTS AND PARCEL NO. 00-0020-9980)(SERIAL NO. 0TY-1001 AND PARCEL NO. 00-0020-8814)(SERIAL NO. 0TY-1002 AND PARCEL NO. 00-0020-8815) (SERIAL NO. 0TY-1RDS AND PARCEL NO. 00-0020-8842)(SERIAL NO. 0TY-2003 AND PARCEL NO. 00-0020-9050) (SERIAL NO. 0TY-2004 AND PARCEL NO. 00-0020-9051) (SERIAL NO. 0TY-2005 AND PARCEL NO. 00-0020-9052) (SERIAL NO. 0TY-2006 AND PARCEL NO. 00-0020-9053) (SERIAL NO. 0TY-2010 AND PARCEL NO. 00-0020-9057) (SERIAL NO. 0TY-2011 AND PARCEL NO. 00-0020-9058) (SERIAL NO. 0TY-2012 AND PARCEL NO. 00-0020-9059) (SERIAL NO. 0TY-2OPN-1 AND PARCEL NO. 00-0020-9064) (SERIAL NO. 0TY-2RDS AND PARCEL NO. 00-0020-9065)

**EXHIBIT B-1**  
**TUHAYE AMENDED AND RESTATED**  
**DEVELOPMENT AGREEMENT**  
**[Assignment of Affordable Housing Credits]**

*[TO BE EXECUTED]*

**PARTIAL ASSIGNMENT AND ASSUMPTION AND RESERVATION AGREEMENT**  
**[Tuhaye Affordable Housing]**

This PARTIAL ASSIGNMENT AND ASSUMPTION AND RESERVATION AGREEMENT (this “**Agreement**”), effective as of JAN 26<sup>th</sup>, 2018 (the “**Effective Date**”), is made by and between **REDUS PARK CITY LLC**, a Delaware limited liability company (“**Assignor**”), and **STORIED DEER VALLEY, LLC**, a Delaware limited liability company (“**Assignee**”). Assignor and Assignee are sometimes referred to herein as a “**Party**” and collectively as the “**Parties**”.

**h**  
**RECITALS**

A. This Agreement concerns that certain Affordable Housing Agreement dated effective as of June 1, 2001 (the “**2001 Affordable Housing Agreement**”) by and among Wasatch County (“**County**”), The Wasatch County Housing Authority, a Utah non-profit corporation (the “**Housing Authority**”), Blue Ledge Corporation, a Delaware corporation (“**BLC**”) (a predecessor-in-interest to Tuhaye LLC), and Fox Bay Condominiums, L.C., a Utah limited liability company.

B. Pursuant to the 2001 Affordable Housing Agreement, the County and the Housing Authority agreed to the creation and utilization of certain AUE Credits (as defined in the 2001 Affordable Housing Agreement), and established that the AUE Credits could be used to satisfy the affordable housing obligations under the Affordable Housing Plan (as defined in the 2001 Affordable Housing Agreement) with respect to any other real estate development project within the County in which BLC or United Park City Mines Company (“**UPK**”) or any of their subsidiary or affiliated entities participates as an owner of at least 25 percent of the interests in the entity that owns any such real estate development project.

C. Commencing as of or after the date of the 2001 Affordable Housing Agreement, and continuing through the effective date of the Sheriff’s Deed (defined below), that certain real property and real estate development project known as “**Tuhaye**” located in Wasatch County, State of Utah, was wholly-owned by an affiliated entity of UPK.

D. Pursuant to that certain Sheriff’s Deed dated effective as of October 29, 2015 and recorded in the Wasatch County Recorder’s Office on January 28, 2016 as Entry No. 420526 (the “**Sheriff’s Deed**”), Todd L. Bonner, Sheriff of Wasatch County, State of Utah, as grantor, conveyed the real property consisting of Tuhaye to Assignor, as grantee, together with all tenements, hereditaments, and appurtenances thereunto belonging or in any wise appertaining, thereto.

E. Tuhaye is subject to that certain Amendment to Affordable Housing Agreement dated February 24, 2004, between Wasatch County and Tuhaye LLC (the "**Tuhaye Affordable Housing Agreement**"), which replaced and superseded Exhibit B to that certain Tuhaye Development Agreement dated May 15, 2003 between Tuhaye LLC and Wasatch County, and which provides for certain affordable housing requirements for Tuhaye, as more particularly described in the Tuhaye Affordable Housing Agreement. The Tuhaye Affordable Housing Agreement provides that the AUE Credits vested under the 2001 Affordable Housing Agreement meet the qualifications for affordable housing units required under the Tuhaye Affordable Housing Agreement.

### AGREEMENT

NOW, THEREFORE, in consideration of the above recitals, the mutual covenants, terms and conditions set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Partial Assignment and Reservation of AUE Credits. In connection with the sale of Assignor's interest in Tuhaye to Assignee, Assignor hereby sells, assigns, conveys, and transfers to Assignee eighty-three (83) of the AUE Credits (the "**Tuhaye AUE Credits**"). Assignee acknowledges and agrees that thirty-five and nine tenths (35.9) AUE Credits of the 83 Tuhaye AUE Credits assigned hereby have been previously used in connection with units already developed within Tuhaye. Assignor hereby reserves the balance of the AUE Credits for use by Assignor on other projects in Wasatch County.

2. Governing Law. This Agreement shall be governed by and construed in accordance with the internal laws of the State of Utah without giving effect to any choice or conflict of law provision or rule (whether of the State of Utah or any other jurisdiction).

3. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Agreement delivered by facsimile, email, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

4. Further Assurances. Each of the Parties shall execute and deliver, at the reasonable request of the other Parties hereto, such additional documents, instruments, conveyances and assurances and take such further actions as such other party may reasonably request to carry out the provisions hereof and give effect to the transactions contemplated by this Agreement.

*[Signatures appear on following page]*

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date.

**ASSIGNOR:**

**REDUS PARK CITY LLC,**  
a Delaware limited liability company

By: Redus Properties, Inc.,  
a Delaware corporation

Its: Manager

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**ASSIGNEE:**

**STORIED DEER VALLEY, LLC,**  
a Delaware limited liability company

By: SDBP Utah I, LLC, a Delaware limited liability company,  
its sole Member

By: SDBP Manager, LLC, a Delaware limited liability  
company, its Manager

By: Storied Development LLC, a Delaware  
limited liability company, its sole Member

By: \_\_\_\_\_  
Mark Enderle, Managing Member

**EXHIBIT B-2**  
**TUHAYE AMENDED AND RESTATED**  
**DEVELOPMENT AGREEMENT**  
**[Fox Bay Agreement]**

*[Attached]*

RECORDING REQUESTED BY AND  
WHEN RECORDED RETURN TO:

Derek P. Pullan, Esq.  
Wasatch County Attorney  
805 West 100 South  
Heber City, Utah 84032

Ent 235060 Bk 0512 Pg 0371-0389  
ELIZABETH PARCELL, Recorder  
WASATCH COUNTY CORPORATION  
2001 JUL 16 3:58pm Fee 47.00 MNC  
FOR COALITION TITLE

**AFFORDABLE HOUSING AGREEMENT**

THIS AFFORDABLE HOUSING AGREEMENT (this "Agreement") is executed to be effective as of June 1, 2001 (the "Effective Date"), by and among WASATCH COUNTY (the "County"); THE WASATCH COUNTY HOUSING AUTHORITY, a Utah non-profit corporation (the "Housing Authority"); BLUE LEDGE CORPORATION, a Delaware corporation ("BLC"); and FOX BAY CONDOMINIUMS, L.C., a Utah limited liability company ("FBC").

The foregoing entities are hereinafter sometimes individually called a "Party" and collectively called the "Parties." BLC and FBC are hereinafter sometimes called a "Developer" and collectively called the "Developers." The past, present, and future owners, directors, trustees, officers, employees, agents (including lawyers), affiliates and lenders of a Party are hereinafter collectively called the "Related Parties."

**RECITALS:**

A. BLC is the owner of a certain parcel of real property located in Wasatch County, State of Utah ("BLC Property").

B. BLC has agreed to convey to FBC a portion of the BLC Property (the "FBC Property"), the legal description of which is set forth on Exhibit "A" attached hereto and incorporated herein by this reference, in exchange for an agreement by FBC to construct and complete on the FBC Property, at the sole cost and expense of FBC, one hundred thirty-two (132) residential condominium units (the "Fox Bay Condominiums" or the "Condominiums"), all of which qualify as affordable housing units for purposes of the Wasatch County Affordable Housing Plan, as amended (the "Affordable Housing Plan").

C. BLC has obtained approvals from the County to construct on a portion of the BLC Property (the "Star Harbour Estates Property") a residential subdivision to be known as Star Harbour Estates ("Star Harbour Estates").

D. The County has granted to BLC concept approval for the development of the balance of the BLC Property (the "Jordanelle Commerce Park Property") as a commercial development to be known as Jordanelle Commerce Park ("Jordanelle Commerce Park").

E. The BLC Property, the FBC Property, the Star Harbour Estates Property and the Jordanelle Commerce Park Property are hereinafter collectively called the "Project".

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F. The County's Affordable Housing Plan requires that developers provide affordable housing units ("AHU's") equaling ten percent (10%) of the number of equivalent residential units ("ERU's") approved and allocated by the County with respect to any particular development project. The County has allocated and approved 36 ERU's to the Star Harbour Estates Property, 39 ERU's to the Jordanelle Commerce Park Property and 66 ERU's to the FBC Property.

G. BLC and FBC desire to enter into this Agreement with the County regarding the obligation of BLC and FBC with respect to the construction of AHU's on the FBC Property.

**AGREEMENT**

NOW THEREFORE, in consideration of the foregoing Recitals and other good and valuable consideration, the receipt and sufficiency which are hereby acknowledged, the Parties hereby covenant and agree as follows:

1. Construction and Sale of Affordable Housing Units.

1.1 Construction. FBC shall cause the Fox Bay Condominiums to be constructed on the FBC Property in accordance with the plans, which have previously been submitted by FBC to the County. The Parties hereby acknowledge and agree that the Fox Bay Condominiums shall constitute AHU's, each of which satisfies the requirements of an AHU under the Affordable Housing Plan.

1.2 Sales and Pricing. The Fox Bay Condominiums shall be sold (on the initial sale thereof) for the following prices:

Number of Units	Price Per Unit	Totals
32	\$122,000	\$3,904,000
58	\$127,000	\$7,366,000
<u>42</u>	<u>\$132,000</u>	<u>\$5,544,000</u>
132 Total Units		\$16,814,000 Total

1.2.1 Qualifications as AHU's. The County and the Housing Authority agree that such Fox Bay Condominiums offered at such prices on the initial sale thereof (with any adjustments authorized in this Agreement) shall qualify as AHU's under the Affordable Housing Plan, regardless of fluctuations in interest rates or other economic conditions.

1.2.2 Initial Price. Upon the initial sale of each Fox Bay Condominium, regardless of when that sale occurs, the initial price shall not exceed that listed on the chart above.

1.2.3 Adjustments in Price and Release of Condominiums. Upon the prior written approval of the Housing Authority, FBC shall have the right to adjust the number of Fox Bay Condominiums sold at each initial price so long as the total aggregate price for all of the

The County acknowledges and agrees that the construction by FBC of 132 AHU's on the FBC Property shall not require the construction on the entire BLC Property of additional AHU's under the Affordable Housing Plan.

3.2 AHU Credits Outside the BLC Property. The County and the Housing Authority hereby irrevocably agree that after certificates of occupancy are issued for the Fox Bay Condominiums associated with the first 7.5 AHU's on the FBC Property and applied to the entire BLC Property, BLC shall be entitled to an automatic, unconditional, and irrevocable Affordable Housing Unit Credit for each additional Fox Bay Condominium for which a certificate of occupancy is issued on the FBC Property up to a total amount of 124.5 AHU's (the "AHU Credits"). The County and the Housing Authority hereby irrevocably agree that BLC shall be entitled to utilize each of those additional AHU Credits during the 50 years commencing as of the Effective Date, to satisfy the affordable housing obligations under the Affordable Housing Plan with respect to any other real estate development project within the County in which BLC or United Park City Mines Company or any of their subsidiary or affiliated entities participates as an owner of at least 25 percent of the interests in the entity that owns any such real estate development project. Except as provided in the foregoing sentence, BLC shall not sell, assign, convey, or otherwise transfer any of the AHU Credits. No AHU on the FBC Property shall qualify as an AHU Credit until a certificate of occupancy is issued for the AHU in question. If for any reason any AHU contemplated in this Agreement is not constructed and completed on the FBC Property, BLC shall not be entitled to utilize such AHU for an AHU Credit. After an AHU Credit vests in BLC as the result of the issuance by the County of a certificate of occupancy for an AHU, that AHU Credit shall be fully vested and irrevocable.

3.3 AHU Credits Certificate. As the construction of each such AHU is completed, then at the time the County issues a certificate of occupancy with respect to such AHU that is constructed on the FBC Property, the County shall issue to BLC a certificate (the "AHU Credits Certificate") to evidence the total number of irrevocable AHU Credits that have been issued to BLC as a result of the construction of AHUs on the FBC Property. From time to time as the County issues certificates of occupancy with respect to additional AHUs that have been constructed and completed on the FBC Property, BLC shall be entitled to receive from the County the issuance of a new AHU Credits Certificate to evidence the new cumulative total of AHU Credits that have been issued to BLC pursuant to this Agreement. The new AHU Credits Certificate shall be issued by the County in exchange for the surrender by BLC of the AHU Credits Certificate then held by BLC. Thereafter, from time to time as BLC utilizes its irrevocable AHU Credits to satisfy the affordable housing obligations under the Affordable Housing Plan with respect to other real estate development projects within the County, as permitted by this Agreement, the County shall issue to BLC a replacement AHU Credits Certificate to evidence the unused balance of BLC's irrevocable AHU Credits in exchange for the surrender by BLC of the AHU Credits Certificate then held by BLC.

4. Conditions of Affordability. The following conditions of affordability shall run with the FBC Property for the full term of this Agreement but shall not be set forth on the plat associated with the Fox Bay Condominiums:

4.1 Sales Preferences and Regulations.

4.1.1 First Preference Buyer. The Housing Authority shall maintain a list of "qualified buyers" who reside and/or work in Wasatch County and who earn 80 percent or less than the Median Income, as determined by the Housing Authority, who shall receive the first and highest preference to purchase each Fox Bay Condominium. Those qualified buyers must also satisfy general financial and credit worthiness requirements associated with buyers of similar properties in Wasatch County. Purchasers of the Fox Bay Condominiums shall not be required to meet any personal income limitations. The Housing Authority shall maintain and update that list every six months. A qualified buyer under this Section shall be given the first preference to acquire a Fox Bay Condominium (a "First Preference Buyer").

4.1.2 Second Preference Buyer. To the extent that there is no First Preference Buyer to purchase a particular Fox Bay Condominium, any qualified buyer who earns 80 percent or less than the Median Income, as determined by the Housing Authority, shall receive the second preference to acquire a Fox Bay Condominium (the "Second Preference Buyer").

4.1.3 Third Preference Buyer. To the extent that there is no Second Preference Buyer to purchase a particular Fox Bay Condominium, any qualified buyer who resides and/or works in Wasatch County, as determined by the Housing Authority, shall receive the third preference to acquire a Fox Bay Condominium (the "Third Preference Buyer").

4.1.4 Fourth Preference Buyer. To the extent that there is no Third Preference Buyer to purchase a particular Fox Bay Condominium, any other person or entity shall receive the fourth preference to purchase that Fox Bay Condominium.

4.1.5 General. The foregoing preferences shall be administered by FBC and shall only apply to the initial sale of each Fox Bay Condominium. Those preferences shall immediately and automatically expire for each Fox Bay Condominium upon the initial sale of that Condominium and shall not constitute a restriction upon any further sale of such Condominium. The Fox Bay Condominiums must comply with Federal Fair Housing Laws, which mandate that the units for sale be available to the general public.

4.2 Rental Regulations. Any person or entity who owns a Fox Bay Condominium may rent that Condominium to any other person if, and only if, the total cost to the tenant (plus utilities) does not exceed 30 percent of an amount that is calculated to be 80 percent of the Median Income of Wasatch County. At all times, the Owner of a Fox Bay Condominium shall comply with all federal and applicable state housing laws, shall not discriminate against any tenant on the basis of race, sex, creed, sexual orientation, or color. This Agreement shall not be deemed to impose any other restrictions upon rental of any Fox Bay Condominium.

5. Term. The term of this Agreement (the "Term") shall commence upon the Effective Date and continue for a period of 50 years. Unless otherwise agreed among the Parties, Developers' vested interests and rights contained in this Agreement shall expire at the end of the Term, or upon termination of this Agreement. Nothing in this Agreement shall operate to extend

the term of any existing or future development agreement between the County and either of the Developers regarding any portion of the Project.

6. Covenants Run With the Land. The provisions of this Agreement shall constitute real covenants, contract and property rights and equitable servitudes, which shall run with all of the FBC Property. The burdens and benefits of this Agreement shall bind and inure to the benefit of each of the Parties, and to their respective successors, heirs, assigns, and transferees. Notwithstanding anything in this Agreement to the contrary, the owners of individual units or lots on the FBC Property shall (1) only be subject to the burdens of this Agreement to the extent applicable to their particular unit or lot; and (2) have no right to bring any action under this Agreement as a third-party beneficiary or otherwise. Except as otherwise expressly stated, no third parties shall claim, exercise, or enforce any rights or obligations under this Agreement.

7. Notices. All notices and other communications provided for in this Agreement must be in writing and may be given either personally or by registered or certified mail, return receipt requested. If given by registered or certified mail, such notice or communication shall be deemed to have been given and received on the first to occur of (a) actual receipt by the addressee, or (b) five (5) days after a registered or certified letter containing such notice, properly addressed, with postage prepaid, is deposited in the United States mail. If personally delivered, a notice shall be deemed to have been given when delivered to the party to whom it is addressed. Any party may at any time, by giving ten (10) days written notice to the other parties hereto, designate any other address to which notices or other communications shall be given. Such notices or communication shall be given to the parties at their addresses set forth below:

If to the County: Wasatch County  
Attn: Al Mickelson, Director  
25 North Main Street  
Heber City, Utah 84302

With a copy to: Wasatch County Attorney  
Attn: Derek P. Pullan, Esq.  
805 West 100 South  
Heber City, Utah 84032

If to the Housing Authority: Wasatch County Housing Authority  
Attn: Robyn Pearson  
25 North Main Street  
Heber City, Utah 84302

With a copy to: Wasatch County Attorney  
Attn: Derek P. Pullan, Esq.  
805 West 100 South  
Heber City, Utah 84032

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If to BLC: Blue Ledge Corporation  
Attn: Rory Murphy  
P.O. Box 1450  
Park City, Utah 84060

With a copy to: Parsons Behle & Latimer  
Attn: Craig B. Terry, Esq.  
201 South Main Street, Suite 1800  
Salt Lake City, Utah 84111

If to FBC: Fox Bay Condominiums L.C.  
Attn: Mark B Cohen  
132 South 600 East  
Salt Lake City, Utah 84102

With a copy to: Law Office of Mark F. Nelson  
Attn: Mark F. Nelson, Esq.  
31423 South Coast Highway, Suite 7100  
Laguna Beach, California 92651-6997

8. Applicable Law. This Agreement shall be governed by and enforced in accordance with the laws of the State of Utah and the rules, regulations, official policies, standards and specifications applicable to properties and Parties associated with this Agreement (the "Applicable Law").

8.1 State and Federal Law. Notwithstanding any other provision of this Agreement, this Agreement shall not preclude the application of changes in laws, regulations, plans or policies, to the extent that such changes are specifically mandated and required by changes in state or federal laws or regulations ("Changes in the Law") applicable to the FBC Property. In the event the Changes in the Law prevent or preclude compliance with one or more provisions of this Agreement, such provisions of the Agreement shall be modified or suspended, or performance thereof delayed, as may be necessary, to comply with the Changes in the Law.

9. Rights Associated with Senior Mortgages. Notwithstanding any provisions to the contrary as may be provided elsewhere in this Agreement, the holders of Senior Mortgages shall have the following rights:

9.1 Definitions.

9.1.1 Mortgage. The term "Mortgage" shall mean any duly recorded and valid mortgage or deed of trust encumbering any portion of the FBC Property.

9.1.2 Senior Mortgage. The term "Senior Mortgage" shall mean any Mortgage that is (a) recorded against any portion of the FBC Property, and (b) secures an original principal sum of debt in excess of \$1,000,000 associated with the area in question.

9.1.3 Senior Mortgage Holder. The term "Senior Mortgage Holder" shall mean the holder of the beneficial interest in any Senior Mortgage.

9.2 Notice of Default. Any Senior Mortgage Holder shall be entitled to receive from the Parties hereto, if such Holder has so requested in writing of those Parties, a copy of any notice of default issued by those Parties to the owner of the portion of the FBC Property mortgaged in favor of such Senior Mortgage Holder.

9.3 Right to Cure. Commencing upon receipt of any such default notice, a Senior Mortgage Holder shall have the right and time to cure any default contemplated in that notice in accordance with the time periods for such cure contemplated in this Agreement before any remedies are exercised against the then owner of the FBC Property and/or the FBC Property. In no event shall such cure period be less than 30 days following receipt of such default notice by the Senior Mortgage Holder. If the default in question is a non-monetary default that cannot reasonably be cured within that 30-day period, then no party shall exercise any remedies so long as the Senior Mortgage Holder commences to cure the default in question within that 30-day period and thereafter diligently and in good faith continues that cure to completion.

9.4 Inspection Rights. All Senior Mortgage Holders shall, at their own cost, upon written request to any Party be entitled to inspect the books and records of that Party relative to this Agreement during normal business hours. Any inspections of the books or records of the County or Housing Authority must comply with the Government Records Access Management Act and other Applicable Laws.

9.5 Mortgage Protection Clause. This Agreement shall be binding upon and effective against any owner whose title is derived through foreclosure or trustee's sale, or otherwise. This Agreement shall not be amended without the prior written consent of the Senior Mortgage Holders.

10. Releases.

10.1 Release of BLC. BLC and its Related Parties shall be hereby automatically, unconditionally, and irrevocably released from any and all obligations and liabilities under this Agreement after BLC has allocated and utilized all of its vested AHU Credits to the satisfaction of the County and the Housing Authority in accordance with the terms of this Agreement (the "BLC Release Date").

10.2 Release of FBC. FBC and its Related Parties shall be hereby automatically, unconditionally, and irrevocably released from any and all obligations and liabilities under this Agreement after (a) all the Fox Bay Condominiums are completed, as evidenced by the issuance by the County of certificates of occupancy, and (b) FBC has conveyed ownership of all the FBC Condominiums to other persons or entities in compliance with the terms of this Agreement (the "FBC Release Date").

11. Modifications or Amendments in Writing.

11.1 Amendments Generally. Unless otherwise stated in this Agreement, this Agreement may be amended from time to time, in whole or in part, with the written consent of

all of the following: (a) the County; (b) the Housing Authority; (c) the Fox Bay Condominiums Homeowners Association, Inc.; (d) any Senior Mortgage Holder; (e) BLC until the BLC Release Date; and (f) FBC until the FBC Release Date. No amendment or modification to this Agreement 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.

11.2 Subjection and Subordination to Amendments. This Agreement shall be recorded against the FBC Property senior to all other liens (other than liens of non-delinquent taxes and assessments). Each person or entity that holds any beneficial, equitable, or other interests or encumbrances in all or any portion of the FBC Property at any time hereby automatically, and without the need for any further documentation or consent, subjects and subordinates such interests and encumbrances to this Agreement and all amendments thereof that otherwise comply with this Section. Each such person or entity agrees to provide written evidence of that subjection and subordination within 15 days following a written request for the same from, and in a form reasonably satisfactory to, the requesting party.

12. Representations. Each Party hereby represents and warrants to each other Party that the following statements are true, complete and not misleading as regards the representing warranting Party:

12.1 Such Party is duly organized, validly existing and in good standing under the laws of the state of its organization.

12.2 Such Party has full authority to enter into this Agreement and to perform all of its obligations hereunder. The individual(s) executing this Agreement on behalf of such Party do so with the full authority of the Party that those individual(s) represent.

12.3 This Agreement constitutes the legal, valid and binding obligation of such Party enforceable in accordance with its terms, subject to the rules of bankruptcy, moratorium and equitable principles.

13. Counterparts. This Agreement may be executed and acknowledged in any number of counterparts, each of which when executed, acknowledged and delivered shall be deemed to be an original, binding between the executing Parties, and all of which together shall constitute one and the same instrument.

14. Vested Rights. As of the Effective Date of this Agreement, Developers shall have the vested right to develop the BLC Property in accordance with this Agreement and Applicable Law. The County and the Housing Authority shall not impose any further affordable housing conditions upon the BLC Property other than those detailed in this Agreement, unless agreed to in writing by the Parties. None of the AHU credits vested in BLC prior to the expiration of the Term or prior to the termination of this Agreement shall be rescinded or limited in any manner as the result of the termination or expiration of this Agreement.

15. Defaults by Owners. The failure of any Owner of any Fox Bay Condominium to timely perform its obligations under this Agreement or Applicable Law as and when due shall constitute an "Owner Default" if the defaulting Owner does not cure such default within 30 days following delivery to the defaulting Owner of notice of such default.

15.1 Enforcement. The Parties shall have the right, but not the obligation, to enforce this Agreement against the Owners. Any Party's election not to enforce this Agreement against any Owner shall not subject that Party to any liability for failure to effect that enforcement. No Owner or other third-party shall have any right to enforce this Agreement against any other Owner, Party, person, or entity. BLC shall not have the right to enforce this Agreement against any Owner after the BLC Release Date. FBC shall not have the right to enforce this Agreement against any Owner after the FBC Release Date.

15.2 Remedies.

15.2.1 General. Following an Owner Default, any Party shall have the right, but not the obligation, to exercise all rights and remedies available under this Agreement at law and in equity.

15.2.2 Cure and Reimbursement. Following an Owner Default, any Party shall have the right, but not the obligation, to cure the default in question. Within 10 days following delivery to the defaulting Owner of an invoice for the costs incurred by the enforcing Party in connection with that cure, the defaulting Owner shall deliver to the enforcing Party payment for full reimbursement of those costs.

15.2.3 Lien. Following an Owner Default, the enforcing Party shall have the unilateral right, with or without further notice to the defaulting Owner, to place a lien upon the defaulting Owner's Fox Bay Condominium in the amount of any claim or judgment hereunder. The defaulting Owner shall promptly take all actions and pay all costs necessary to execute and record documents acceptable to the enforcing Party to evidence that lien.

15.2.4 County's Remedies. In addition to the foregoing remedies, the County may exercise all other additional rights and remedies available to the County under the Applicable Laws and police powers. Any cost incurred by the County to secure performance of the provisions of this Agreement shall constitute a valid lien on the portion of the FBC Property in question, including prorated portions to individual lots or units in the FBC Property, on a parity with and collected at the same time and in the same manner as general County taxes and assessments that are a lien on the FBC Property.

16. Defaults by Parties. The failure of any Party to perform timely its obligations under this Agreement as and when due shall constitute an "Event of Default," if the defaulting Party does not cure such default within 30 days following delivery to the defaulting Party of notice of such default from another Party. If the default in question is a non-monetary default that cannot reasonably be cured within that 30-day period, then there shall be no Event of Default so long as the defaulting Party commences to cure the default in question within that 30-day period and thereafter diligently and in good faith continues that cure to completion.

16.1 Remedies.

16.1.1 General. Following an Event of Default, any other Party shall have the right to exercise all rights and remedies available under this Agreement at law and in equity.



16.1.2 Cure and Reimbursement. Following an Event of Default, any other Party shall have the right, but not the obligation, to cure the default in question. A cure affected by a Party other than the defaulting Party shall be accepted by all the other Parties as though made by the defaulting Party. Within 10 days following delivery to the defaulting Party of an invoice for the costs incurred by another Party in connection with that cure, the defaulting Party shall deliver to that other Party payment for full reimbursement of those costs.

16.1.3 Lien. Following an Event of Default by FBC, any other Party shall have the unilateral right, with or without further notice FBC, to place a lien upon the FBC Property in the amount of any claim or judgment hereunder. FBC shall promptly take all actions and pay all costs necessary to execute and record documents acceptable to any other Party to evidence that lien.

16.1.4 County's Remedies. In addition to the foregoing remedies, the County may exercise all other additional rights and remedies available to the County under the Applicable Laws and police powers. Any cost incurred by the County to secure performance of the provisions of this Agreement shall constitute a valid lien on the portion of the FBC Property in question, including prorated portions to individual lots or units in the FBC Property, on a parity with and collected at the same time and in the same manner as general County taxes and assessments that are a lien on the Property.

16.1.5 Excess Proceeds. Any purchase price, rent, or similar proceeds that exceed the limitations contemplated in this Agreement (the "Excess Proceeds") shall be the sole and exclusive property of the Housing Authority to be used for the promotion of affordable housing within the County. Any person or entity that receives any Excess Proceeds does so in constructive trust for the benefit of the Housing Authority and shall immediately remit all of those Excess Proceeds to the Housing Authority along with interest thereon calculated at the lesser of 18 percent per annum or the highest rate available under the Applicable Laws commencing upon the date that those Excess Proceeds are received by the person in question and continuing until those Excess Proceeds are received by the Housing Authority. Any title company or escrow agent that is responsible for the collection and disbursement of funds with respect to the sale of any Fox Bay Condominium shall have a duty to deliver to the Housing Authority any Excess Proceeds that are generated from such sale.

17. No Cross-Defaults. If any person or entity subject to this Agreement shall create an Event of Default hereunder, only the defaulting party shall be subject to remedies and none of the other parties governed by this Agreement shall be deemed to be in default in any manner. For example, if one Developer causes an Event of Default, the County may exercise its rights and remedies against that defaulting Developer, but shall not take any action that would prohibit or revoke approvals, licenses, permits, uses or other rights associated with the other Developer.

18. Limitations on Liability. No Related Party of any Party, when acting in his or her capacity as such, shall have any direct liability or deficiency liability associated with this Agreement, except to the extent that liability arises out of fraud or criminal acts of that Related Party. No Party shall be required to defend, indemnify, or hold harmless any other Party or its Related Parties from any claims of personal injury, death or property damage or other liabilities

arising from the willful misconduct or negligent acts or omissions of the Party or its Related Parties that seek such protection.

19. Notice of Compliance.

19.1 Timing and Content. Within fifteen (15) days following any written request which a Developer may make from time to time, the County and/or the Housing Authority shall execute and deliver to such Developer a written "Notice of Compliance," in recordable form, duly executed and acknowledged by the County and/or the Housing Authority, certifying that: (i) this Agreement is unmodified and in full force and effect, or if there have been modifications hereto, that this Agreement is in full force and effect as modified and stating the date and nature of such modification; (ii) there are no current uncured defaults under this Agreement or specifying the dates and nature of any such default; and (iii) any other reasonable information requested by such Developer. Such Developer shall be permitted to record the Notice of Compliance.

19.2 Failure to Deliver. Failure to deliver a Notice of Compliance within the time set forth in Section shall constitute a presumption that as of fifteen (15) days from the date of Developer's written request (i) this Agreement, including amendments thereto, was in full force and effect; and (ii) there were no uncured defaults in the performance of Developer. Nothing in this Section, however, shall preclude the County or the Housing Authority from conducting a review under this Agreement or issuing a notice of default, notice of intent to terminate or notice of termination under this Agreement for defaults which occurred prior to the presumption created under this Section, and which have not been cured within a reasonable period of time by diligent and good faith efforts.

20. No Agency or Joint Venture. It is specifically understood and agreed to by and between the Parties that: (1) the FBC Property is a private development; (2) the County and the Housing Authority have no interest or responsibilities for, or due to, third parties concerning this Agreement; and (3) the Parties hereby renounce the existence of any form of agency relationship, joint venture or partnership between the County, the Housing Authority and the Developers and agree that nothing contained herein shall be construed as creating any such relationship between the County, the Housing Authority and the Developers.

21. Transfer. Except as otherwise expressly provided herein, any Party may convey, sell, encumber, assign, and/or otherwise transfer (collectively, "Transfer") its rights and obligations under this Agreement without the consent or approval of any other Party.

22. Mandatory Non-Binding Arbitration of County Actions.

22.1 In consideration for the promises contained herein, (the sufficiency of which Developers expressly acknowledge), Developers agree to submit to non-binding arbitration any and all claims or causes of action against the County and the Housing Authority, and their elected and appointed officers, agents, employees and representatives, arising in connection with this Agreement, including but not limited to taking claims under the state or federal constitution, equal protection claims under the state or federal constitution, due process claims under the state or federal constitution, U.S.C. § 1983 claims, equitable claims relating to

the interpretation or application of County ordinances, claims challenging the validity, or seeking adjustment of any impact fee, engineering review fee, or other County fee, or claims challenging any exaction required by the County.

22.2 Arbitration of any of the foregoing causes of action shall be conducted according to the rules of the American Arbitration Association. If the Parties cannot agree on a single person to arbitrate the matter, a panel of three persons shall be selected, each Party selecting its own person, and those two persons selecting the third. The arbitration shall occur in Utah and each Party shall pay its own costs and attorneys' fees, without regard to which Party prevails.

22.3 Developers agree that a prerequisite to arbitration shall be the exhaustion of any and all administrative remedies available under state law or county ordinance.

23. Recording. No later than 10 days after the Parties enter into this Agreement, the County Clerk shall cause to be recorded, at Developers' expense, an executed copy of this Agreement in the Official Records of Wasatch County.

24. Miscellaneous. If any portion of this Agreement is held to be unenforceable, any enforceable portion thereof and the remaining provisions shall continue in full force and effect. In the event that any legal action is instituted in connection with this Agreement, the same shall be brought and tried in the judicial jurisdiction of Wasatch County, Utah. The Parties hereby consent to that jurisdiction.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed as of the Effective Date first set forth above by persons duly authorized to execute the same.

WASATCH COUNTY

Attest:

By: T. Laren Provost  
T. LAREN PROVOST, Chairman  
Board of County Commissioners

Brent R. Titcomb  
BRENT TITCOMB,  
Wasatch County Clerk Auditor



STATE OF UTAH )  
 : ss.  
COUNTY OF WASATCH )

The foregoing instrument was acknowledged before me this 6 day of June, 2001, by T. LaRen Provost, who executed the foregoing instrument in his capacity as the Chairman of the Board of County Commissioners of Wasatch County, Utah, and by Brent Titcomb, who executed the foregoing instrument in his capacity as the Wasatch County Clerk Auditor.

Margaret R. Stephens  
NOTARY PUBLIC  
Residing at: 25 N. Main, Heber, Utah 84032

My Commission Expires:

Nov. 19, 2003



WASATCH COUNTY HOUSING AUTHORITY

By: Robyn Pearson  
Robyn Pearson, Director

STATE OF UTAH )  
 : ss.  
COUNTY OF WASATCH )

The foregoing instrument was acknowledged before me this 14 day of June, 2001, by Robyn Pearson, who executed the foregoing instrument in his capacity as the Director of the Wasatch County Housing Authority.

Margaret R. Stephens  
NOTARY PUBLIC  
Residing at: 25 N. Main, Heber City, Utah 84032

My Commission Expires:

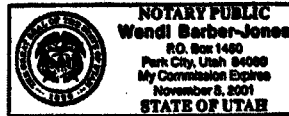
Nov. 19-2003



BLUE LEDGE CORPORATION,  
A Delaware corporation

By: R.C. Murphy  
Print Name: RORY C. MURPHY  
Title: VICE-PRESIDENT

STATE OF UTAH )  
                          ) ss.  
COUNTY OF WASATCH )



The foregoing instrument was acknowledged before me this 4<sup>th</sup> day of June, 2001, by Rory Murphy, who executed the foregoing instrument in his capacity as the Vice President of Blue Ledge Corporation.

Wendi Barber-Jones  
NOTARY PUBLIC  
Residing at: Park City, Utah

My Commission Expires:  
Nov. 8, 2001

FOX BAY CONDOMINIUMS, L.C.,  
a Utah limited liability company

By: PSC Development Company,  
A Utah corporation, Manager

By: Mark B. Cohen  
Mark B. Cohen, President

STATE OF UTAH )  
 : ss.  
COUNTY OF SALT LAKE )

The foregoing instrument was acknowledged before me this 2 day of July, 2001, by Mark B. Cohen, who executed the foregoing instrument in his capacity as the President of PSC Development Company which is the Manager of Fox Bay Condominiums, L.C.

Margaret R. Stephens  
NOTARY PUBLIC  
Residing at: 35 N. Main Heber

My Commission Expires:

Nov. 19, 2003



407587.3

16

E 235060 B 0512 P 0386

**EXHIBIT "A"**  
**LEGAL DESCRIPTION OF**  
**THE FBC PROPERTY**

407587.3

A-1

E 235060 B 0512 P 0387

LEGAL DESCRIPTION

PARCEL 1 - FOXBAY CONDOMINIUMS

A parcel of land located in the north half of Section 24, Township 2 South, Range 4 East, Salt Lake Base and Meridian.

Beginning at a point North 00°10'44" West 265.29 feet along Section Line and West 1797.26 feet from the East 1/4 Corner of Section 24, Township 2 South, Range 4 East, Salt Lake Base and Meridian, said point also being on a 3942.08 foot curve to the right of which the radius point bears North 02°55'44" West; and running thence westerly along the arc of said curve 265.50 feet through a central angle of 03°51'32"; thence North 89°04'12" West 721.25 feet to a point on a 387.32 foot curve to the right of which the radius point bears North 00°55'48" East; thence westerly along the arc of said curve 69.36 feet through a central angle of 10°15'39"; thence North 20°46'02" East 497.89 feet; thence South 77°10'30" East 354.03 feet; thence North 64°18'07" East 435.01 feet; thence South 13°30'31" East 606.76 feet to the point of beginning.

Description contains 9.90 acres

0000-0027-0

Z:\PCMC\KETTLEY\DOCS\FOXBAY PAR 1.DOC

E 235060 B 0512 P 0388



LEGAL DESCRIPTION

PARCEL 2 - FOXBAY CONDOMINIUMS

A parcel of land located in the north half of Section 24, Township 2 South, Range 4 East, Salt Lake Base and Meridian.

Beginning at a point North 00°10'44" West 202.35 feet along Section Line and West 1865.71 feet from the East 1/4 Corner of Section 24, Township 2 South, Range 4 East, Salt Lake Base and Meridian; and running thence South 00°03'26" East 28.24 feet to a point on the northerly boundary line of a parcel described in a Quit-Claim Deed recorded October 25, 1984 in Book 167, Page 249 as Entry No. 133309 in the office of the Wasatch County Recorder; thence along said northerly boundary line South 89°56'34" West (Deed West) 763.06 feet to a point on the southerly side line of the Allison Mining Claim (Lot 186); thence along the southerly side line of the Allison Mining Claim North 83°40'01" West 255.37 feet; thence North 20°46'02" East 22.85 feet to a point on a 447.32 foot curve to the left of which the radius point bears North 12°29'06" East; thence easterly along the arc of said curve 90.21 feet through a central angle of 11°33'18"; thence South 89°04'12" East 721.25 feet to a point on a 4002.08 foot curve to the left of which the radius point bears North 00°55'48" East; thence easterly along the arc of said curve 198.17 feet through a central angle of 02°50'13" to the point of beginning.

Description contains .68 acres

OWC - 0027-0

Z:\UPCMCKEETLEY\DOCS\FOXBAY PAR 2.DOC

E 235060 B 0512 P 0389

**EXHIBIT C**  
**TUHAYE AMENDED AND RESTATED**  
**DEVELOPMENT AGREEMENT**  
**[Will Serve and Feasibility Letters]**

**QUESTAR**

Questar Gas Company  
6445 Silver Creek Dr.  
Park City, UT 84060  
Tel 800-323-6617

October 18, 2017

Dominion Energy  
6445 N Silver Creek Dr  
Park City, UT 84098

Dear Developer:

*Re: Natural Gas Service Availability Letter*

Natural gas can be made available to serve the "Tuhaye Amended Master Plan (2017)" development when the following requirements are met:

1. Developer provides plat maps, drawings, construction schedules, average size of homes, units, and/or buildings that will be served by natural gas, and any and all other relevant information regarding commercial and residential uses, including but not limited to, proposed natural gas appliances (number and type of appliances per unit, homes, building).
2. Review and analysis by Questar Gas' Engineering and/or Pre-Construction Department to determine load requirements. System reinforcement requirements and estimated costs to bring natural gas to the development.

Upon completion of Questar Gas' review of the development's natural gas requirements, agreements will be prepared, as necessary, for high pressure, intermediate high pressure and/or service line extensions required to serve the development. These service extensions must be paid in advance.

To accommodate your construction schedule and provide cost estimates to you, please contact me at your earliest convenience.

Sincerely,



Whit Sargent  
Pre-Construction Representative



6280 N. SILVER CREEK DR. / PARK CITY, UTAH 84098

October 13, 2017  
(435) 655-7813

**Wasatch County Planning Dept**  
**Attn: Doug Smith**  
**55 South 500 East**  
**Heber City, Utah 84032**

Re: Availability of Utilities for Tuhaye Master Plan - Annexation

This is to verify that PacifiCorp d.b.a. Rocky Mountain Power:

- 1) Has sufficient capacity at the present time to provide, single and three phase power to the above titled development project. RMP may require an Engineering Study Agreement (ESA) of the electrical load for this project, prior to this Developer proceeding to construction phase of this project.
- 2) I will review the development plans, when they're submitted by:  
Redus Park City, LLC Developer(s).  
Electric service will be provided under the prevailing "Rates and Regulations", as filed with the "Public Utilities Commission of Utah".
- 3) Adequate rights-of-way or easements either presently exists or will be provided by the developer to supply the requested services(s).

Sincerely,

R. Duane Layton  
Journeyman Estimator  
dewie.layton@rockymountainpower.net  
(435) 655-7813

Cc:	Doug Ogilvy	Redus Park City LLC / douglas.ogilvy@gmail.com
	Don Watts	RMP / Don.Watts@rockymountainpower.net
	Joseph Ryan	RMP / Joseph.Ryan@pacificorp.com

file



**Jordanelle Special Service District**

P.O. Box 519  
Heber City, UT 84032  
OFFICE: (435) 654-9233  
FAX: (435) 654-6396

**WATER & SEWER FEASIBILITY LETTER**

July 31, 2017

Douglas Ogilvy  
Clachan Development LLC

**Subject: Feasibility and Preliminary Improvements Review – Tuhaye Amended Master Plan**

This Feasibility Letter is to allow your development within the Jordanelle Special Service District (JSSD) to proceed through the initial portions of the Wasatch County planning process. This letter is based on the current information you have provided to JSSD.

This feasibility letter is written in response to the July 26<sup>th</sup> request to consider an amendment to the Tuhaye Master Plan. This amendment is described by the developer as not a request to service additional units, but rather to "amend the approved Tuhaye Master Plan" to spread out the already planned units into additional areas west of the original Tuhaye development.

It should also be noted that this letter is written in terms of the whole Tuhaye development, not in terms of future phases of development. This means that demand totals of ERUs, irrigated acreage, capacity units, etc. include existing and previously approved development.

We have reviewed the preliminary submittal for the referenced project and provide the following comments:

**Development Demand Calculation and Water Rights**

Based on the current concept, projected development will need water rights to support the following:

1. **Equivalent Indoor Units = 912.2**
2. **Irrigated Acreage on culinary system = 96.7 acres**
3. **Irrigated Golf Course on its own secondary System = 20 acres**

A spreadsheet of the equivalent indoor units calculation is attached. Required water rights to satisfy these demands will depend on the nature of the water rights and location of use. Determination of required water rights is left for calculation by the County Water Board. Upon completion of final design, it is recommended that the final improvements be reviewed against the current concept to verify these values are still accurate.

Page 2 of 4  
Tuhaye Amended Master Plan  
July 31, 2017

It should be noted that Wasatch County conducts its own calculation of equivalent residential units (ERUs) for land use purposes. Nothing contained in this letter should be construed as an interpretation of Wasatch County land use ERUs.

### **Preliminary Improvements Discussion**

With the limited information available, we have prepared a preliminary review of the proposed development relative to the system master plans. The intent of this review is not to provide any final direction regarding required improvements, but to give the developer a general idea of what items may need to be considered through the next phases of review.

### **Basis of Right to Infrastructure Capacity**

1. **Water System Capacity:** Use of water system capacity is dependent on the type of use proposed for the development. Based on the preliminary concept, we have estimated that the proposed development will use the following amount of capacity in the water system (based on capacity units as defined in the District's master plan):

**Water Capacity Units = 753.2**

This will be the basis of calculation for water impact fees and assessing bonded capacity.

It is our understanding that the Tuhaye development is holder of 850 bonded water capacity units in the Keetley Water Treatment Plant by participation in previous bonds. Some of these have been used up by existing development. It is our expectation that this development will obtain capacity in the treatment system through expenditure of bonded capacity.

It is our understanding that the Tuhaye development is holder of 625 bonded water capacity units in the water system. Some of these have been used up by existing development. Up to 625 water capacity units of total development can obtain capacity in the system by participation in previous bonds. Units beyond 625 water capacity units will obtain capacity in the system through payment of unbonded impact fees.

2. **Sewer System Capacity:** Use of sewer system capacity is dependent on the type of use proposed for the development. Based on the preliminary concept, we have estimated that the proposed development will use the following amount of capacity in the sewer system (based on capacity units as defined in the District's master plan):

**Sewer Capacity Units = 912.2**

This will be the basis of calculation for sewer impact fees and assessing bonded capacity.

It is our understanding that the Tuhaye development is holder of 625 bonded sewer capacity units in the sewer collection system. Some of these have been used up by

existing development. Up to 625 sewer capacity units of total development can obtain capacity in the system by participation in previous bonds. Units beyond 625 sewer capacity units will obtain capacity in the system through payment of unbonded impact fees.

#### **Water System Preliminary Review**

1. Source Improvements: As long as the development uses bonded capacity in the Keetley Treatment Plant and has reservation water, the District has existing infrastructure in place to utilize that water.
2. Treatment Improvements: As long as the development uses bonded capacity in the Keetley Treatment Plant and has reservation water, the District has existing infrastructure in place to treat that water.
3. Storage Improvements: Storage in this area is now a system level improvement. The following items should be noted:
  - a. For up to 625 water capacity units, no improvements are required.
  - b. Beyond 625 water capacity units, and for units located within the Twin Peaks Tank service area, no improvements are required beyond the connecting, completing, and commissioning of the Twin Peaks Tank per District standards and conveying the tank and property to the District. Units in this situation will be eligible for a waiver of the storage portion of their impact fee.
  - c. If units are placed outside of areas or elevations serviceable by existing or proposed storage facilities, the development will be responsible to provide its own storage. Units serviced by storage thus provided will be eligible for a waiver of the storage portion of their impact fee.
4. Delivery Improvements: Several items should be noted:
  - a. For up to 625 water capacity units, no improvements are required.
  - b. Beyond 625 water capacity units, no system improvements have been identified outside of payment of required impact fees.
  - c. The developer will be required to construct all project level improvements relative to connecting to the system and delivering water through the development.

#### **Sewer System Preliminary Review**

1. Treatment Improvements: No system improvements have been identified outside of payment of required impact fees.
2. Conveyance Improvements: Several items should be noted:
  - a. For up to 625 sewer capacity units, no system improvements have been identified outside of payment of required impact fees.
  - b. Beyond 625 sewer capacity units, there is insufficient capacity in the Heber Valley Outfall to accommodate the additional connections. This deficiency is planned to be eliminated through an impact fee project in 2023. The developer has the option of waiting for the project to be completed in 2023, or could voluntarily work with other interested parties to complete the project earlier. Since this is a system level improvement, it would be eligible for a credit against the developer's impact fee liability and potential reimbursement over time from

Page 4 of 4  
Tuhaye Amended Master Plan  
July 31, 2017

other impact fees if it is constructed by the developer ahead of the current schedule.

- c. All other downstream system pipelines have capacity or will have capacity through impact fee funded improvements.
- d. The developer will be required to construct all project level improvements relative to connecting to the system and collecting wastewater within the development.

**Miscellaneous Feasibility Matters**

The items discussed in this letter will be better defined as the project proceeds. However, if sufficient water rights are not provided prior to seeking preliminary approval from the County Council, or at any point it appears that the water requirement exceeds available water due to changes to the plan of the development, this Feasibility Letter will be rescinded in writing.

After proceeding through Wasatch County planning process, but before preliminary approval with Wasatch County Planning Commission, you will need to come back to the District for the following:

A Development Agreement with the District which includes resolution of the following:

- Water Source for Development
- Water Treatment Requirements
- Water Transmission Infrastructure Requirements
- Water Storage Requirement
- Sewer Infrastructure and Treatment Requirements
- Process for dedicating any required water rights to JSSD

After any outstanding fees are paid and the Development Agreement is approved, a Will Serve letter will then be issued by JSSD.

Sincerely,

**Jordanelle Special Service District**



Ron Phillips  
General Manger

**\*\*THIS LETTER IS NOT A WILL SERVE LETTER\*\***





Indoor Water Use				
Category	# of Units	Units	Q (gpm) / unit Peak Hour	Q (gpm) Peak Hour
Single Family	271	Unit	0.56	152.9
Single Family	88	Unit	0.56	49.7
Townhomes	309	Unit	0.56	174.3
Single Family	232	Unit	0.56	130.9
Clubhouse with Pool	30	KSF	0.23	6.9
			<b>Total</b>	<b>514.7</b>

<b>Total Sewer System Capacity Units *</b>	<b>912.2</b>
--------------------------------------------	--------------

\* A sewer system capacity unit is equivalent to 0.564 gpm of peak hour indoor water use.

Indoor Water Use				
Category	# of Units	Units	Q (gpm) / Unit Peak Day	Q (gpm) Peak Day
Single Family	271	Unit	0.502	135.9
Single Family	88	Unit	0.502	44.1
Townhomes	309	Unit	0.502	155.0
Single Family	232	Unit	0.502	116.4
Clubhouse with Pool	30	KSF	0.204	6.1
			<b>Total</b>	<b>457.5</b>

Outdoor Water Use			
Category	Gross Acres	Q (gpm) / gross acre Peak Day	Q (gpm) Peak Day
Single Family	135.93	3.254	442.3
Townhomes	27.81	1.502	41.8
Irrigated Land	0.00	5.006	0.0
			<b>Total</b>

<b>Grand Total (gpm)</b>	<b>941.53</b>
<b>Total Water System Capacity Units*</b>	<b>753.2</b>

\* A water system capacity unit is equivalent to 1.25 gpm of peak day water use.

**ASSIGNMENT AND ASSUMPTION AGREEMENT**  
[JSSD Irrigation Water Agreement]

THIS ASSIGNMENT AND ASSUMPTION AGREEMENT ("Agreement") is made and entered into as of the 9<sup>th</sup> day of March, 2017 (the "Effective Date"), by and between TUHAYE GOLF, LLC, a Utah limited liability company ("Assignor"), and TALISKER CLUB 2.0 LLC, a Delaware limited liability company, successor-in-title to the Property (as defined in the Reservation Agreement) ("Assignee").

RECITALS:

A. Assignor, as Property Owner, and Jordanelle Special Service District, as District, are parties to that certain Jordanelle Special Service District Irrigation Water Agreement, dated August 14, 2014 (the "Reservation Agreement"), a copy of which is attached as Exhibit A.

B. Pursuant to Article II, Section B of the Reservation Agreement, the Reservation Agreement may be pledged or assigned by the Property Owner, and shall be binding on and inure to the benefit of Property Owner's successors in interest, transferees and assigns.

C. Assignor and Assignee are entering into this Agreement to provide for the assignment of Assignor's rights and the delegation of its duties under the Reservation Agreement to Assignee, and to provide for Assignee's acceptance of Assignor's rights and assumption of Assignor's duties and liabilities under the Reservation Agreement.

NOW, THEREFORE, in consideration of the above recitals, the mutual promises contained below, and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, Assignor and Assignee agree as follows:

AGREEMENT:

1. Recitals. The above recitals are an integral part of the agreement and understanding of Assignor and Assignee, and are incorporated by reference in this Agreement.

2. Assignment. Assignor hereby grants, conveys, assigns, and transfers to Assignee, effective as of the Effective Date, all of Assignor's right, title, and interest in and to, and delegates to Assignee all of Assignor's duties, obligations, and liabilities in connection with, the Reservation Agreement (the "Assignment").

3. Acceptance and Assumption. Assignee hereby accepts the Assignment and assumes and promises to perform all of Assignor's duties, obligations, and liabilities under the Reservation Agreement as of and following the Effective Date.

4. Indemnities. Assignor does hereby agree to indemnify, defend and hold harmless Assignee and Assignee's employees, managers, predecessors, agents, representatives, affiliates, heirs, successors, and assigns (collectively, the "Assignee Persons") from and against any claims, damages, suits, proceedings, losses, costs, expenses (including, without limitation, reasonable attorneys' fees at all trial and appellate levels), or other liabilities based upon or arising out of any default, breach, or alleged default or alleged breach of the Reservation Agreement by Assignor, its successors, or assigns, any failure or alleged failure to pay or discharge any duties, obligations, debts, performance obligations, and liabilities or other events or incidents connected with, arising from, or related to the Reservation Agreement, occurring or alleged to have occurred before the Effective Date.

4845-3889-5684.2

5. Miscellaneous.

a. Binding Effect. This Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and assigns.

b. Attorneys' Fees. If any legal action is brought concerning any matter relating to this Agreement, or by reason of any breach of any covenant, condition, or agreement referred to in this Agreement, the prevailing party shall be entitled to have and recover from the other party to the action all costs and expenses of suit, including attorneys' fees.

c. Amendments. This Agreement may not be altered, waived, amended, or extended except by a written agreement signed by the parties.

d. Governing Law. This Agreement shall be construed under the laws of the State of Utah, without regard to its principles of conflicts of law.

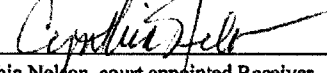
e. Counterparts. This Agreement may be executed in two or more counterparts, each of which will be deemed to be an original, but all of which will together constitute one and the same instrument. Delivery of an executed signature page of this Agreement by facsimile or e-mail transmission shall be effective as delivery of a manually executed counterpart thereof.

f. Section Headings. The section headings used in this Agreement are for reference only and are not intended to describe, interpret, define or limit the scope, extent or intent of this Agreement.

IN WITNESS WHEREOF, Assignee and Assignor have each caused this Agreement to be duly executed as of the Effective Date.

**ASSIGNOR:**

**TUHAYE GOLF, LLC,**  
a Utah limited liability company

By:   
Cynthia Nelson, court appointed Receiver,  
pursuant to the powers and authority granted to  
the Receiver by that certain Order Appointing  
Receiver, entered March 24, 2015, *Wells Fargo  
Bank, N.A. v Talisker Finance, LLC, et al*, Civ.  
No. 150500070, Third Judicial District Court,  
State of Utah.

**ASSIGNEE:**

**TALISKER CLUB 2.0 LLC,**  
a Delaware limited liability company

By: REDUS Park City LLC,  
a Delaware liability company  
Its: Sole Member

By: REDUS Properties, Inc.,  
a Delaware corporation  
Its: Manager

By:   
Name: DANIEL BARTOK  
Title: PRESIDENT

**EXHIBIT A**  
**[Reservation Agreement]**

*[Attached]*

4845-3889-3684.2

**JORDANELLE SPECIAL SERVICE DISTRICT**

**IRRIGATION WATER AGREEMENT**

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This IRRIGATION WATER AGREEMENT ("Agreement") is entered into effective as of the 14th day of August, 2014, by Jordanelle Special Service District ("DISTRICT"), and Tuhaye Golf, LLC ("PROPERTY OWNER"). The DISTRICT and the PROPERTY OWNER are collectively referred to as the Parties.

**RECITALS**

**WHEREAS**, the DISTRICT with offices located at 6135 E. Lake Creek Road, P.O. Box 519, Heber City, Utah 84032, is a Special Service District organized and existing under the laws of the State of Utah; and

**WHEREAS**, DISTRICT was organized for the express purpose of, among other things, providing culinary and irrigation water to the properties within the boundaries of the DISTRICT; and

**WHEREAS**, DISTRICT has located and acquired water rights for use by properties within the boundaries of the DISTRICT; and

**WHEREAS**, PROPERTY OWNER owns the golf course ("the Property") located at the project known as Tuhaye, including the irrigation water delivery system and the irrigation water wells (the "Wells") located on the Property as shown on Exhibit A; and

**WHEREAS**, The Parties have determined that it is in their best interests to enter into this Agreement in order to meet the water needs of the Property;

**WHEREAS**, DISTRICT has transferred water rights to the Wells for the purpose of providing irrigation water for the Property; and

**WHEREAS**, The circumstances and conditions related to PROPERTY OWNER, the Property, the irrigation water delivery system and the Wells are unique within the DISTRICT and are independent of water contracts with third parties in the DISTRICT.

**NOW THEREFORE**, the DISTRICT hereby commits to provide water rights for the Property on the terms and conditions set forth herein.

**TERMS OF AGREEMENT**

**I. IRRIGATION WATER DELIVERY.**

A. PROPERTY OWNER has determined that it is in its best interest to voluntarily enter into this Agreement in order to secure irrigation water for the PROPERTY. Irrigation water for the Property will be drawn from the Wells as needed, and will be metered at the wellhead. PROPERTY OWNER will be billed monthly, per meter readings, for the number of acre feet of irrigation water used during the immediately preceding month. The current rate for metered irrigation water is \$358.16 per acre foot, and is subject to reasonable adjustment by such rate resolutions applicable to irrigation water users within the boundaries of the DISTRICT as may be duly adopted from time-to-time by the DISTRICT.

B. The DISTRICT has acquired a water supply to satisfy the anticipated amount of irrigation water needed for the Property, and will at all times maintain water rights at the Wells sufficient to deliver, and will make available, the amount of irrigation water needed in any given year by PROPERTY OWNER, up to 350 acre feet, for the use and operation of the Property as a first class private golf course. The Parties recognize that the actual quantity of irrigation water used may vary and that PROPERTY OWNER will pay for irrigation water as set forth above. In the event PROPERTY OWNER requires a quantity of irrigation water in any given year over and above 350 acre feet, PROPERTY OWNER may take delivery of such additional quantity through the Wells, subject to written confirmation from the DISTRICT regarding the availability of water rights at the Wells sufficient to support such delivery.

C. As a contingency in the event that the delivery of irrigation water from any of the Wells becomes impaired and is deficient during any given year, whether as a result of physical difficulties with the Wells and/or the irrigation water delivery system, or otherwise, PROPERTY OWNER shall have the right to take delivery, for Property irrigation purposes, of any quantity of culinary water necessary to make up that deficiency. Such delivery may be provided through any component of the Tuhaye water system. PROPERTY OWNER will pay a discounted bulk rate for any such culinary water, and will comply with the conditions on timing and flow of water drawn from the DISTRICT'S culinary water system, all as outlined on attached Exhibit B which may be amended from time to time by written agreement of the Parties.

D. The Parties shall diligently work together and use their best efforts to identify and implement, within 60 days of the date hereof and as long thereafter as may be necessary, a supplement or alternative to the delivery of water under paragraph C, above, that can be utilized by PROPERTY OWNER on a cost-effective basis in the event that the delivery of irrigation water from any of the Wells becomes impaired and is deficient during any given year, whether as a result of physical difficulties with the Wells and/or the irrigation water delivery system, or otherwise.

E. The right to use water as committed to herein is the right to use DISTRICT water on the PROPERTY OWNER'S property and runs with the land. Ownership of the water right itself shall remain with the DISTRICT, and may not be transferred by PROPERTY OWNER to any other property.

II. GENERAL TERMS AND CONDITIONS.

A. Applicability of District Policies and Procedures. PROPERTY OWNER shall be bound by, and conform to all applicable, legally imposed Policies and Procedures adopted by DISTRICT.

B. Assignment. This Agreement may be pledged or assigned by the PROPERTY OWNER, and shall be binding on and inure to the benefit of PROPERTY OWNER's successors in interest, transferees and assigns; provided, however, that in no event shall the right to use water hereunder be separated or alienated from the Property without the written consent of the DISTRICT.

C. Recordation. The Parties understand and acknowledge that DISTRICT or PROPERTY OWNER may record this Agreement, or a summary thereof, in the Wasatch County Recorder's office, for the purpose of providing notice to all subsequent purchasers or interest holders in PROPERTY OWNER's Property. Upon 30 days' prior written notice to PROPERTY OWNER, the DISTRICT may also record a notice of PROPERTY OWNER's failure to comply with any of the material terms of this Agreement, including but not limited to the requirement to pay the for water used hereunder in a timely manner.

D. Interest for non-payment. Fees and charges under this Agreement are due and payable within 30 days of billing. Payments on fees and charges received before the due date shall not be subject to interest. An interest charge of 1.5% per month shall be added to all fees or charges past due. Payments received shall be first applied to any interest charges on that account. In the event a water charge or fee which is due and payable pursuant to this Agreement remains unpaid past the period of 30 days, it shall be considered not current. Failure to keep the water charges or fees current for three consecutive months shall constitute a default under this Agreement. If PROPERTY OWNER does not cure the default within 60 days after written notice from the DISTRICT, and provided the DISTRICT is not in breach of this Agreement, the DISTRICT shall have the right to terminate irrigation water service hereunder. Pursuant to Utah State law, DISTRICT may certify past due fees and charges to the Wasatch County Assessor for collection with property taxes. In addition to all available remedies in law or in equity, the DISTRICT may, at its discretion, also take other steps to collect unpaid water charges, including but not limited to legal action. All reasonable costs and reasonable attorney fees incurred in connection with the collection of amounts due under this Agreement shall be paid by PROPERTY OWNER. Past due amounts not in dispute (in good faith) must be paid before this Irrigation Water Agreement is reinstated for the PROPERTY in the event irrigation water service has been terminated as provided above.

E. Authorization to sign on behalf of PROPERTY; Binding Effect. PROPERTY OWNER hereby represents and acknowledges that (s)he is the authorized agent or representative of the PROPERTY, and is fully authorized to sign this agreement and bind the PROPERTY as described herein. This Agreement shall be binding on, and shall inure to the benefit of, PROPERTY OWNER and its successors, assignees and transferees.



DATED effective as of the 14th day of August, 2014.

Tuhaye Golf, LLC

By: [Signature]  
Its: Authorized Signing Officer  
PROPERTY OWNER

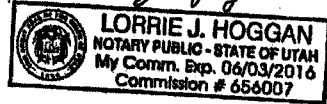
Tuhaye Golf Course  
PROPERTY OR DEVELOPMENT NAME

AGREED TO AND APPROVED:

[Signature]  
Jay Price, Chairman  
Jordanelle Special Service District

STATE OF UTAH )  
COUNTY OF Summit ) ss.

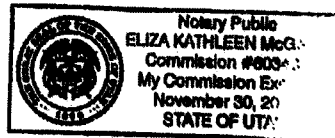
On the 14<sup>th</sup> day of August, 2014, personally appeared before me David J. Smith, the signer of the foregoing Jordanelle Special Service District Irrigation Water Agreement, who duly acknowledged to me that he is the Authorized Signing Officer of Tuhaye Golf, LLC, and that said entity executed the same.



[Signature]  
Notary Public

STATE OF UTAH )  
COUNTY OF Wasatch ) ss.

On the 14 day of August, 2014, personally appeared before me Jay Price, the signer of the foregoing Jordanelle Special Service District Irrigation Water Agreement, who duly acknowledged to me that he is the Chairman of the Jordanelle Special Service District, and that said entity executed the same.



[Signature]  
Notary Public





EXHIBIT B

TUHAYE GOLF COURSE – SUPPLEMENTAL IRRIGATION WATER

In connection with Section I.C. of the attached JSSD Irrigation Water Agreement (the "Agreement"), the delivery of water as contemplated under the provisions of Section I.C. of the Agreement is subject to the following additional conditions and restrictions:

1. Property Owner shall provide the District with a minimum of 48 hours advance notice of its intent to draw water under Section I.C. of the Agreement.
2. Unless otherwise authorized in writing by District (on a case by case basis), water may only be drawn during daily off-peak hours as prescribed by the District. Peak hour restrictions shall not exceed 13 hours per day. The peak hours during which water may not be drawn are from 5:00 p.m. to 6:00 a.m. This 13 hour peak hour period may be adjusted by the District upon written notice to Property Owner.
3. Water delivery hereunder shall be limited to a maximum of 600 gpm, unless otherwise authorized by the District.

In consideration of the limitations and conditions contained in Section I.C. and this Exhibit B, the delivery of water thereunder and hereunder shall be at a discounted bulk rate of \$1,000 per acre foot. The present culinary rate is \$1,280 per acre foot, and in the event the District's culinary rate is increased, the discounted bulk rate hereunder shall be proportionally increased based on the ratio of 1,000/1,280.

**ASSIGNMENT AND ASSUMPTION OF  
CULINARY WATER RESERVATION AGREEMENT**  
[Tuhaye]

THIS ASSIGNMENT AND ASSUMPTION OF CULINARY WATER RESERVATION AGREEMENT (this "Assignment") is executed July ~~10<sup>th</sup>~~, 2017, by WELLS FARGO BANK, a national association ("Wells Fargo"), in favor of REDUS PARK CITY LLC, a Delaware limited liability company ("Redus").

**RECITALS**

A. Tuhaye LLC, a Utah limited liability company ("Tuhaye"), is party to a Culinary Water Reservation Agreement with Jordanelle Special Service District, a body corporate and politic, dated as of August 14, 2014 (the "Reservation Agreement"). The aforementioned agreement applies to a development project known as Tuhaye (the "Tuhaye Property"), which is more particularly described on the attached Exhibit A.

B. Tuhaye and Wells Fargo entered into that certain Confirmation of Assignment of Culinary Water Reservation Agreement, dated October 26, 2015 (the "Confirmation"), in which Tuhaye (a) confirmed that its rights under the Reservation Agreement are part of the collateral pledged to Wells Fargo; (b) assigned to Wells Fargo all of its rights, powers and duties under the Reservation Agreement; and (c) acknowledged that Wells Fargo has the right to transfer its interest in and its rights under the Confirmation to any party that Wells Fargo may elect to nominate to acquire and hold title on Wells Fargo's behalf, or to the successful bidder at any sale held to foreclose certain deeds of trust.

G. Pursuant to that certain Sheriff's Deed dated as of October 29, 2015, recorded with the Wasatch County Recorder's Office on January 28, 2016 as Entry No. 420526 and that certain Bill of Sale of Personal Property, executed March 30, 2016 by Wells Fargo to Redus, as the designee of Wells Fargo, Redus is the fee owner of the land identified in the Reservation Agreement and is entitled to the rights previously held by Tuhaye under the Reservation Agreement.

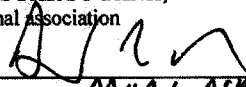
NOW, THEREFORE, Wells Fargo agrees as follows:

1. **ASSIGNMENT.** Wells Fargo hereby expressly assigns to Redus all of its rights, powers and duties under the Reservation Agreement as assigned to Wells Fargo under the Confirmation, among other commitments.
2. **ASSUMPTION.** Redus agrees to assume all of the rights, powers and duties of Wells Fargo under the Reservation Agreement as assigned to Wells Fargo under the Confirmation.

EXECUTED as of the date first set forth above.

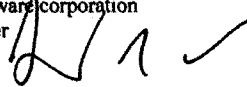
**WELLS FARGO:**

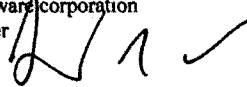
**WELLS FARGO BANK,**  
a national association

By:   
Name: DAVID L. ASH  
Title: Sr VP

**REDUS:**

**REDUS PARK CITY LLC,**  
a Delaware limited liability company

By: REDUS PROPERTIES, INC.,  
a Delaware corporation  
Its: Manager 

By:   
Name: DAVID L. ASH  
Title: Sr VP

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

**CIVIL CODE § 1189**

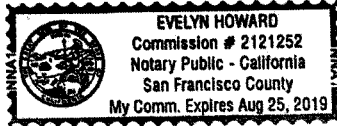
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California )  
County of San Francisco )  
On 7/10/17 before me, Evelyn Howard, Notary Public  
Date Here Insert Name and Title of the Officer  
personally appeared David L. Ash  
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature Evelyn Howard  
Signature of Notary Public

Place Notary Seal Above

**OPTIONAL**

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

**Description of Attached Document**

Title or Type of Document: \_\_\_\_\_ Document Date: \_\_\_\_\_

Number of Pages: \_\_\_\_\_ Signer(s) Other Than Named Above: \_\_\_\_\_

**Capacity(ies) Claimed by Signer(s)**

Signer's Name: \_\_\_\_\_ Signer's Name: \_\_\_\_\_  
 Corporate Officer - Title(s): \_\_\_\_\_  Corporate Officer - Title(s): \_\_\_\_\_  
 Partner -  Limited  General  Partner -  Limited  General  
 Individual  Attorney in Fact  Individual  Attorney in Fact  
 Trustee  Guardian or Conservator  Trustee  Guardian or Conservator  
 Other: \_\_\_\_\_  Other: \_\_\_\_\_  
Signer Is Representing: \_\_\_\_\_ Signer Is Representing: \_\_\_\_\_

**JORDANELLE SPECIAL SERVICE DISTRICT CULINARY WATER  
RESERVATION AGREEMENT**

---

This CULINARY WATER RESERVATION AGREEMENT ("Agreement") is entered into effective as of the 14th day of August, 2014, by Jordanelle Special Service District ("DISTRICT") and Tuhaye, LLC ("PROPERTY OWNER"). The DISTRICT and the PROPERTY OWNER are collectively referred to as the Parties.

***RECITALS***

**WHEREAS**, the DISTRICT with offices located at 6135 E. Lake Creek Road, P.O. Box 519, Heber City, Utah 84032, is a Special Service District organized and existing under the laws of the State of Utah; and

**WHEREAS**, DISTRICT was organized for the express purpose of, among other things, providing culinary and irrigation water to the properties within the boundaries of the DISTRICT; and

**WHEREAS**, DISTRICT is currently in the process of constructing and operating the Water System to serve the residents and properties within the District boundaries; and

**WHEREAS**, DISTRICT has located and acquired water rights for use by properties within the boundaries of the DISTRICT; and

**WHEREAS**, PROPERTY OWNER owns residential property ("the Property") located within the project known as Tuhaye, and has the option to acquire and bring their own water rights to the DISTRICT to satisfy the requirements of Wasatch County for the Property; and

**WHEREAS**, The Parties have determined that it is in their best interests to enter into this Agreement in order to meet the water needs of the Property; and

**WHEREAS**, PROPERTY OWNER is the owner or authorized representative of the Property within the DISTRICT boundaries, a description of which is attached hereto as Exhibit "A". The Property can be serviced by the existing or proposed DISTRICT water system; and

**WHEREAS**, PROPERTY OWNER desires to reserve water rights in the amount described below for use on the Property as described herein; and

WHEREAS, PROPERTY OWNER and its affiliates own or may acquire or transfer property for future development in multiple locations throughout the DISTRICT, and the Parties understand and agree that the PROPERTY OWNER and affiliates require flexibility in locating future development density and associated water rights.

NOW THEREFORE, the DISTRICT hereby commits to provide water rights for the Property on the terms and conditions set forth herein.

**TERMS OF AGREEMENT**

**I. CULINARY WATER RESERVATION.**

A. PROPERTY OWNER has determined that it is in its best interest to voluntarily enter into this Agreement in order to secure water rights for the PROPERTY. PROPERTY OWNER acknowledges and agrees that it has the option to acquire water rights and deed them to DISTRICT if it so chooses. PROPERTY OWNER acknowledges and agrees that entering into this Agreement is optional, and that PROPERTY OWNER has made an independent determination that this is the best way to provide water for the PROPERTY.

B. The DISTRICT has acquired a water supply to satisfy the anticipated amount of water for the Property. The DISTRICT commits water to supply the demand of 537 Equivalent Residential Units ("ERUs"), equivalent to 483.3 acre feet, on the Property. The water right committed herein is the right to use DISTRICT water on the Property in accordance with applicable and duly adopted DISTRICT policies and procedures.

C. PROPERTY OWNER shall have no right to water rights or sources acquired by the DISTRICT above and beyond the commitment amount described above, unless an additional commitment letter is issued by the DISTRICT. The right to use water as committed to herein is the right to use DISTRICT water on the Property and runs with the land as long as the applicable requirements of the DISTRICT are materially met regarding annual payment. Ownership of the water right itself shall remain with the DISTRICT.

D. Any portion of the number of ERUs referenced above (and the water reservation and the use right associated with any such portion) may be transferred or assigned from time-to-time by PROPERTY OWNER to any other property that is within the DISTRICT boundaries or annexed into the DISTRICT and that is owned by PROPERTY OWNER or by any affiliate, or by any successor, transferee or assignee of any of them, provided that any such affiliate, successor, transferee or assignee shall be bound by the provisions hereof in the place of PROPERTY OWNER by becoming a party to a written agreement with the DISTRICT in substantially the same form as this Agreement with respect to any such portion so transferred or assigned. As long as the reasonable requirements of the DISTRICT are materially met, including those regarding payment, the right to use the water shall not be alienated from the Property, except by the PROPERTY OWNER as provided in the preceding sentence, or except by mutual agreement of the DISTRICT and the PROPERTY OWNER, including in the event PROPERTY OWNER determines that it does not need the full amount for the Property committed herein.



E. In order to keep the commitment valid, PROPERTY OWNER shall pay a non-refundable annual reservation fee for the number of ERUs and equivalent acre feet referenced above. As lots or parcels within the Property are sold, the number of ERUs and acre-feet reserved hereunder, and the corresponding portion of the annual reservation fee, shall be reduced accordingly. The annual reservation fee is set by resolution of the Jordanelle Special Service District Board applicable to all water reservations within the DISTRICT. That fee is reviewed annually and is currently set at \$358.16 per acre foot, per year.

## II. GENERAL TERMS AND CONDITIONS.

A. Applicability of District Policies and Procedures. The DISTRICT shall adopt policies and procedures governing the water rights and /or source facilities acquisition and assignment, and the design, financing, construction and operation of the Water System. PROPERTY OWNER shall be bound by, and conform to all applicable, legally imposed Policies and Procedures adopted by DISTRICT.

B. Transfer of Excess Assigned Water Rights Restricted. It is in the best interest of the DISTRICT to prohibit the creation of a secondary market in interests in water rights acquired by the DISTRICT. For that reason, PROPERTY OWNER shall have no right to transfer any interest it may have in water rights acquired and assigned by the DISTRICT to the Property without the express, written consent of DISTRICT. Any attempted transfer of interests in such DISTRICT water rights without the express, written consent of the DISTRICT are null and void. This limitation shall not prevent the transfers or assignments permitted under paragraph I. D., above, or the assignment of PROPERTY OWNER'S interest in this Agreement to any successor in interest or transferee of the Property, or as part of the security for a loan, mortgage or other financing; however, except as expressly provided herein, in no event shall the right to use water hereunder be separated or alienated from the Property without the written consent of the DISTRICT. The terms of this Agreement shall not be modified by any such assignment (except to the extent of any reduction in the number of water reservations/ERUs resulting from any transfers or assignments under paragraph I.D. above).

C. Recordation. The Parties understand and acknowledge that DISTRICT or PROPERTY OWNER may record this Agreement, or a summary thereof, in the Wasatch County Recorder's office, for the purpose of providing notice to all subsequent purchasers or interest holders in the Property. Upon 30 days' prior written notice to PROPERTY OWNER, the DISTRICT may also record a notice of PROPERTY OWNER's failure to comply with any of the material terms of this Agreement, including but not limited to the requirement to pay the for water rights reservation in a timely manner.

D. Private Water Systems. It is against the current policies and ordinances of the DISTRICT and Wasatch County to allow private water rights, private infrastructure or other private water or sewer system components to be used for development within the boundaries of the DISTRICT. Pursuant to Wasatch County policy, no development shall be approved within the boundaries of the DISTRICT unless and until the DISTRICT has secured either by deed from the owner of the property, or by current reservation, sufficient water rights for the entire proposed development. (The Parties acknowledge that the existing golf course irrigation water delivery

system and irrigation water wells at Tuhaye were approved by the DISTRICT and Wasatch County prior to the enactment of this policy, and that golf course irrigation is provided pursuant to a separate irrigation water agreement.)

E. Development Approval Contingent on Availability of Water Rights. Pursuant to the policies and procedures of Wasatch County, no development shall be approved in the Jordanelle Basin Overlay Zone without proof of adequate water rights for the development. Once the Jordanelle Special Service District has issued a will serve letter to a development, and development approvals have been given by Wasatch County based in part upon the will serve letter, the water rights for that project (which may include or consist of water reservations) must remain current and valid. In the event a developer or property owner fails to maintain adequate water rights or reservations for the development, DISTRICT will withdraw the will serve letter, and may record a notice against any plats, property or lot that no longer has adequate water rights or reservations for development. In the event of a transfer or assignment referenced in paragraph I. D, above, the DISTRICT may modify the will serve letter to reflect such transfer or assignment. The PROPERTY OWNER will not plat lots on the Property in excess of the water rights or reservations that are in place for the Property.

F. Interest for non-payment. Fees and charges under this Agreement are due and payable within 30 days of billing. Payments on fees and charges received before the due date shall not be subject to interest. An interest charge of 1.5% per month shall be added to all fees or charges past due. Payments received shall be first applied to any interest charges on that account. In the event a water reservation fee which is due and payable pursuant to this Agreement remains unpaid past the period of 30 days, it shall be considered not current. Failure to keep the reservation fee current for three consecutive months shall constitute a default under this Agreement. If PROPERTY OWNER does not cure the default within 60 days after written notice from the DISTRICT, and provided the DISTRICT is not in breach of this Agreement, the DISTRICT shall have the right to terminate the availability of the water use right for that ERU. Pursuant to Utah State law, DISTRICT may certify past due fees and charges to the Wasatch County Assessor for collection with property taxes. In addition to all available remedies in law or in equity, the DISTRICT may, at its discretion, also take other steps to collect unpaid water charges, including but not limited to legal action. All reasonable costs and reasonable attorney fees incurred in connection with the collection of amounts due under this Agreement shall be paid by PROPERTY OWNER. Past due amounts not in dispute (in good faith) must be paid before this water reservation is reinstated for the PROPERTY in the event the availability of any water use right under this Agreement has been terminated as provided above.

G. Payment of Penalties, Interest and Reservation Fees Required Before Plats, Approvals, Etc. All water reservation fees, penalties and interest due under this Agreement, and other applicable fees and charges due and payable to the DISTRICT must be paid in full prior to the District signing plats, approving building permits or allowing connection to the Water System.

H. Authorization to sign on behalf of PROPERTY. PROPERTY OWNER hereby represents and acknowledges that he is the authorized agent or representative of the PROPERTY, and is fully authorized to sign this agreement and bind the PROPERTY as described herein.

DATED effective as of the 14th day of August, 2014.

Tuhaye LLC

By: DS  
Its: Authorized Signing Officer  
PROPERTY OWNER

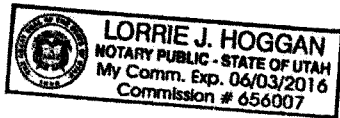
Tuhaye  
PROPERTY OR DEVELOPMENT NAME

AGREED TO AND APPROVED:

Jay Price  
Jay Price, Chairman  
Jordanelle Special Service District

STATE OF UTAH )  
COUNTY OF Summit ) ss.

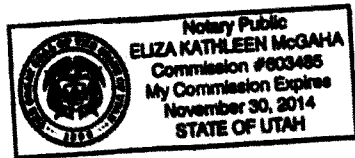
On the 4<sup>th</sup> day of August, 2014, personally appeared before me David S. Smith the signer of the foregoing Jordanelle Special Service District Culinary Water Reservation Agreement, who duly acknowledged to me that he is the Authorized Signifier of Tuhaye LLC, and that said entity executed the same.



[Signature]  
Notary Public

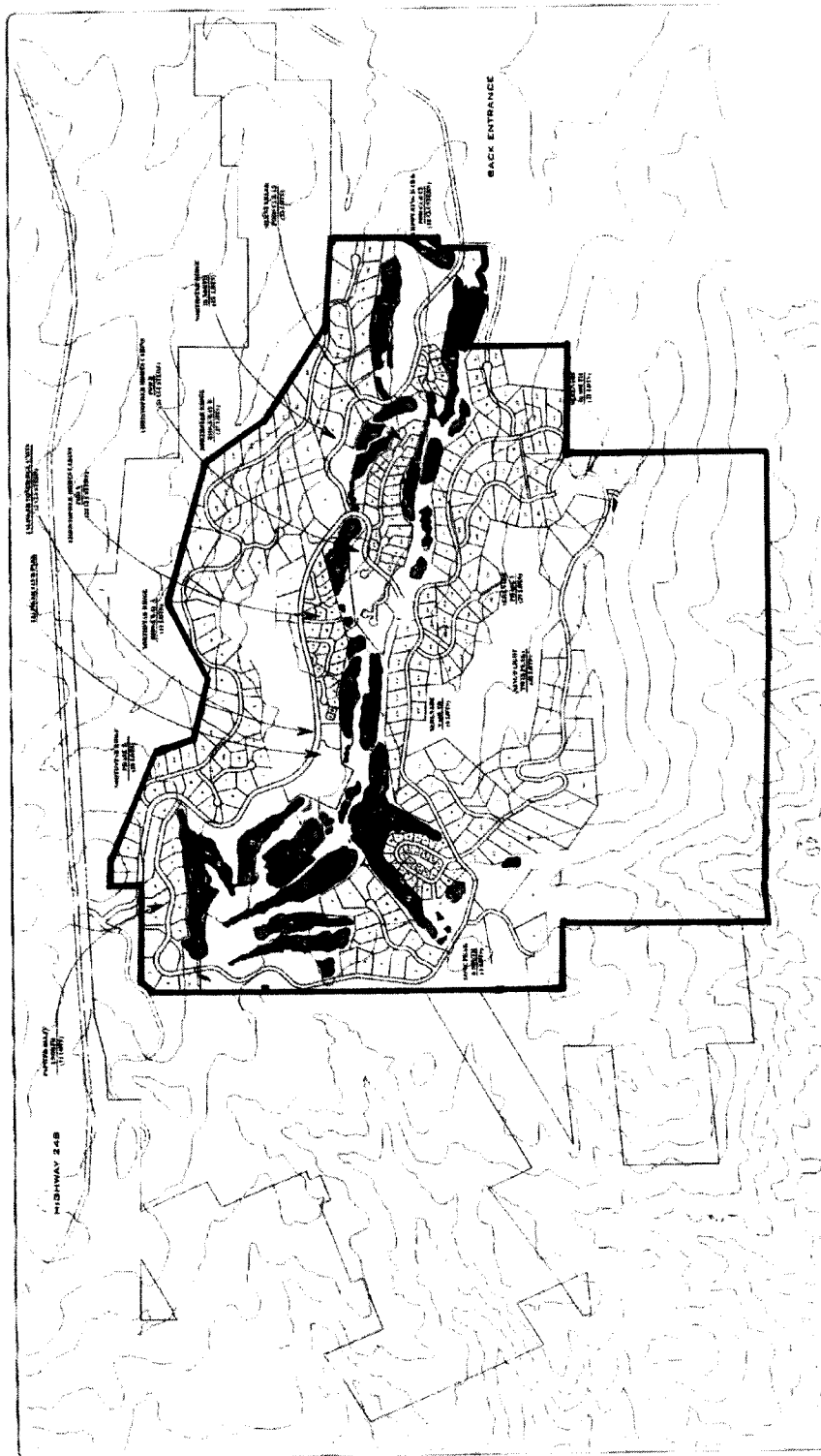
STATE OF UTAH )  
COUNTY OF Wasatch ) ss.

On the 14<sup>th</sup> day of August, 2014, personally appeared before me Jay Price, the signer of the foregoing Jordanelle Special Service District Culinary Water Reservation Agreement, who duly acknowledged to me that he is the Chairman of the Jordanelle Special Service District, and that said entity executed the same.



[Signature]  
Notary Public

EXHIBIT "A"



DESCRIPTION ABOVE IS APPROXIMATE

**FORECLOSURE PERSONAL PROPERTY BILL OF SALE  
(Tuhaye West, Inc. Water Reservation Agreement)**

This FORECLOSURE BILL OF SALE (this "Bill of Sale") is dated as of March 9, 2017 and is made by REDUS PARK CITY, LLC, a Delaware limited liability company ("Creditor"), c/o Snell & Wilmer L.L.P., 15 W. South Temple, Suite 1200, Salt Lake City, Utah 84101, through counsel, with respect to Creditor's foreclosure sale of certain collateral of TUHAYE WEST, INC. (the "Debtor").

WITNESSETH:

WHEREAS, on or about May 19, 2004, AMEAGLE PC HOLDINGS, INC., a Delaware corporation, now known as TUHAYE WEST, INC., as trustor, (the "Trustor"), executed the Deed of Trust for the benefit of TAYLOR MILLER, and as the duly authorized trustee and representative for J. Christian Tuft, Jody K. Tuft and Tamara Hokanson [each as to a 1/9<sup>th</sup> undivided interest], Taylor Miller and Lisa Taylor Anani [each as to a 1/3<sup>rd</sup> undivided interest] as original beneficiary and as the holder of that certain Promissory Note, dated May 19, 2004 (the "Note") in the original principal amount of \$5,900,000.00. The Deed of Trust secures certain personal property described herein in addition to all real property and improvements located in Wasatch County, State of Utah as described in the Deed of Trust. The beneficial interest under the Deed of Trust was subsequently assigned to REDUS PARK CITY, LLC, a Delaware limited liability company (the "Beneficiary") pursuant to that certain Assignment of Deed of Trust recorded on March 8, 2017, as Entry No. 435591, in Book No. 1185, beginning on Page 248 in the official records of Wasatch County, Utah; and

WHEREAS, breach and default was made under the terms of the Deed of Trust and the Note in the particulars set forth in the Notice of Default hereinafter referred to; and

WHEREAS, Beneficiary appointed Timothy J. Dance, an active member of the Utah State Bar in good standing, whose business address is: 15 West South Temple, Suite 1200, Salt Lake City, Utah 84101, as Successor Trustee (the "Successor Trustee") under the Deed of Trust in that certain *Substitution of Trustee and Ratification*, dated March 8, 2017 and recorded on March 8, 2017, as Entry No. 435604, in Book No. 1185, at pages 327 through 331, in the official records of the Wasatch County Recorder, State of Utah, and Beneficiary hereby ratifies and confirms any and all actions taken by Successor Trustee for or on behalf of Beneficiary of Beneficiary's predecessor prior to the date of the ratification of this document; and

WHEREAS, a written *Notice of Default*, dated May 13, 2016 (the "Notice of Default") containing an election to sell the property described in the Deed of Trust (the "Property") was recorded on May 13, 2016, as Entry No. 424404, in Book No. 1158, at Pages 0991 through 0995, in the official records of the Wasatch County Recorder, State of Utah, and not more than ten days after recordation of such Notice of Default, the same was sent by certified mail, with postage prepaid with the recording date shown thereon, addressed to the Trustor and to each person whose name and address was set forth in a request for notice recorded prior to the filing for record of the Notice of Default; and

WHEREAS, in consequence of such declaration of default, election and demand for sale in the Notice of Default, and in accordance with the Deed of Trust and the provisions of the laws of the State of Utah, a Notice of Trustee's Sale (the "Notice of Sale") was executed and recorded stating that the Property would be sold at public auction to the highest bidder, payable in lawful money of the United States, such property being located in the County of Wasatch, State of Utah, and fixing the time and place of the sale as March 9, 2017, at the hour of 11:00 a.m. (Utah time) at the main entrance of the Wasatch County Courthouse, located at 1361 South Highway 40, Heber City, Utah; and

WHEREAS, Pursuant to Utah Code Annotated §70A-9a-604, Beneficiary elected to include in the non-judicial foreclosure of the Property described in the Notice of Sale all of the personal property and fixtures described in the Deed of Trust and in any other security instruments in favor of Beneficiary and more particularly described on attached Exhibit A (the "Collateral").

1

24795914.4

WHEREAS, at least twenty days before the date of the sale, copies of the Notice of Sale were mailed by certified mail, postage prepaid, addressed to the Trustor and to each person whose name and address are set forth in a request for notice which had been recorded prior to the filing record of the Notice of Default, and at least thirty days before the date of the sale, Successor Trustee did cause a copy of the Notice of Sale to be published on the Utah Legal Notices website, and did cause a copy of the Notice of Sale to be published once a week for three consecutive weeks before the scheduled date of sale in the Wasatch Wave which is a newspaper of general circulation in the county wherein the subject property is situated, the first date of such publication being January 25, 2017, and the last date of such publication being February 8, 2017 and did cause copies of the Notice of Sale to be posted, at least twenty days before the date of the sale therein fixed, in a conspicuous place on the Property to be sold and at the office of the Wasatch County Recorder, State of Utah; and

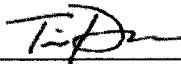
WHEREAS, all applicable statutory provisions of the State of Utah including Utah Code Annotated §70A-9a-604 and all of the provisions of the Deed of Trust have been complied with as to the acts to be performed and the notices to be given. This conveyance is made pursuant to the powers, including the power of sale, conferred upon Successor Trustee and, after fulfillment by the Successor Trustee of the conditions specified in said Deed of Trust, in compliance with the laws of the State of Utah authorizing this conveyance, including but not limited to, compliance with all requirements of the law concerning (i) the recording and mailing of the Notice of Default; (ii) the mailing, publication and posting of the Notice of Sale; (iii) the conduct of the trustee's sale of the below-described Property and all proceedings leading thereto; and (iv) compliance with Utah Code Ann. §§ 57-1-19 through 57-1-36 and §70A-9a-604, relating to the exercise of the power of sale and of the Property; and

WHEREAS on March 9, 2017 at 11:00 a.m. (Utah Time), Timothy J. Dance, attorney for the Successor Trustee did appear, in compliance with UTAH CODE ANN. §§ 57-1-27 and §70A-9a-604, at the main entrance of the Wasatch County Courthouse, located at 1631 South Highway 40, Heber City, Utah, and did then and there sell a portion of the Property set forth below, hereinafter described, at public auction, to the Beneficiary, such Beneficiary being the highest performing bidder thereof, for the sum of \$100,000.00 in the form of a credit bid against the obligations owed by the Trustor that were secured pursuant to the Deed of Trust.

NOW, THEREFORE, pursuant to and in accordance with Utah Code Ann. §70A-9a-601 *et seq.*, and for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Successor Trustee hereby conveys to REDUS PARK CITY, LLC, a Delaware limited liability company, c/o Snell & Wilmer L.L.P., 15 W. South Temple, Suite 1200, Salt Lake City, Utah 84101, all of Debtors' right, title and interest in and to the Collateral, on an "as-is", "where-is" basis, without recourse of any kind or representations and warranties of any nature.

IN WITNESS WHEREOF, the undersigned has caused this Bill of Sale to be executed as of the day and year first written above.

REDUS PARK CITY, LLC, a Delaware limited liability company

By:   
Name: Timothy J. Dance of Snell & Wilmer L.L.P.  
Its: Attorney for Redus Park City, LLC

**EXHIBIT A**  
**COLLATERAL**

All rights, titles and interests pertaining to the reservation of water rights from JORDANELLE SPECIAL SERVICE DISTRICT including, but not limited to, the reservation of 225 acre feet pursuant to that certain Jordanelle Special Service District Culinary Water Reservation Agreement, dated August 14, 2014 by and between the Jordanelle Special Service District and Tuhaye West, Inc. (f/k/a Ameagle PC Holdings, Inc.).

JORDANELLE SPECIAL SERVICE DISTRICT CULINARY WATER  
RESERVATION AGREEMENT

---

This CULINARY WATER RESERVATION AGREEMENT ("Agreement") is entered into effective as of the 14th day of August, 2014, by Jordanelle Special Service District ("DISTRICT") and Tuhaye West, Inc. (f/k/a Ameagle PC Holdings, Inc.) ("PROPERTY OWNER"). The DISTRICT and the PROPERTY OWNER are collectively referred to as the Parties.

**RECITALS**

**WHEREAS**, the DISTRICT with offices located at 6135 E. Lake Creek Road, P.O. Box 519, Heber City, Utah 84032, is a Special Service District organized and existing under the laws of the State of Utah; and

**WHEREAS**, DISTRICT was organized for the express purpose of, among other things, providing culinary and irrigation water to the properties within the boundaries of the DISTRICT; and

**WHEREAS**, DISTRICT is currently in the process of constructing and operating the Water System to serve the residents and properties within the District boundaries; and

**WHEREAS**, DISTRICT has located and acquired water rights for use by properties within the boundaries of the DISTRICT; and

**WHEREAS**, PROPERTY OWNER owns residential property ("the Property") located within the project known as Tuhaye, and has the option to acquire and bring their own water rights to the DISTRICT to satisfy the requirements of Wasatch County for the Property; and

**WHEREAS**, The Parties have determined that it is in their best interests to enter into this Agreement in order to meet the water needs of the Property; and

**WHEREAS**, PROPERTY OWNER is the owner or authorized representative of the Property within the DISTRICT boundaries, a description of which is attached hereto as Exhibit "A". The Property can be serviced by the existing or proposed DISTRICT water system; and

**WHEREAS**, PROPERTY OWNER desires to reserve water rights in the amount described below for use on the Property as described herein; and



WHEREAS, PROPERTY OWNER and its affiliates own or may acquire or transfer property for future development in multiple locations throughout the DISTRICT, and the Parties understand and agree that the PROPERTY OWNER and affiliates require flexibility in locating future development density and associated water rights.

NOW THEREFORE, the DISTRICT hereby commits to provide water rights for the Property on the terms and conditions set forth herein.

**TERMS OF AGREEMENT**

**I. CULINARY WATER RESERVATION.**

A. PROPERTY OWNER has determined that it is in its best interest to voluntarily enter into this Agreement in order to secure water rights for the PROPERTY. PROPERTY OWNER acknowledges and agrees that it has the option to acquire water rights and deed them to DISTRICT if it so chooses. PROPERTY OWNER acknowledges and agrees that entering into this Agreement is optional, and that PROPERTY OWNER has made an independent determination that this is the best way to provide water for the PROPERTY.

B. The DISTRICT has acquired a water supply to satisfy the anticipated amount of water for the Property. The DISTRICT commits water to supply the demand of 250 Equivalent Residential Units ("ERUs"), equivalent to 225 acre feet, on the Property. The water right committed herein is the right to use DISTRICT water on the Property in accordance with applicable and duly adopted DISTRICT policies and procedures.

C. PROPERTY OWNER shall have no right to water rights or sources acquired by the DISTRICT above and beyond the commitment amount described above, unless an additional commitment letter is issued by the DISTRICT. The right to use water as committed to herein is the right to use DISTRICT water on the Property and runs with the land as long as the applicable requirements of the DISTRICT are materially met regarding annual payment. Ownership of the water right itself shall remain with the DISTRICT.

D. Any portion of the number of ERUs referenced above (and the water reservation and the use right associated with any such portion) may be transferred or assigned from time-to-time by PROPERTY OWNER to any other property that is within the DISTRICT boundaries or annexed into the DISTRICT and that is owned by PROPERTY OWNER or by any affiliate, or by any successor, transferee or assignee of any of them, provided that any such affiliate, successor, transferee or assignee shall be bound by the provisions hereof in the place of PROPERTY OWNER by becoming a party to a written agreement with the DISTRICT in substantially the same form as this Agreement with respect to any such portion so transferred or assigned. As long as the reasonable requirements of the DISTRICT are materially met, including those regarding payment, the right to use the water shall not be alienated from the Property, except by the PROPERTY OWNER as provided in the preceding sentence, or except by mutual agreement of the DISTRICT and the PROPERTY OWNER, including in the event PROPERTY OWNER determines that it does not need the full amount for the Property committed herein.

E. In order to keep the commitment valid, PROPERTY OWNER shall pay a non-refundable annual reservation fee for the number of ERUs and equivalent acre feet referenced above. As lots or parcels within the Property are sold, the number of ERUs and acre-feet reserved hereunder, and the corresponding portion of the annual reservation fee, shall be reduced accordingly. The annual reservation fee is set by resolution of the Jordanelle Special Service District Board applicable to all water reservations within the DISTRICT. That fee is reviewed annually and is currently set at \$358.16 per acre foot, per year.

## II. GENERAL TERMS AND CONDITIONS.

A. Applicability of District Policies and Procedures. The DISTRICT shall adopt policies and procedures governing the water rights and /or source facilities acquisition and assignment, and the design, financing, construction and operation of the Water System. PROPERTY OWNER shall be bound by, and conform to all applicable, legally imposed Policies and Procedures adopted by DISTRICT.

B. Transfer of Excess Assigned Water Rights Restricted. It is in the best interest of the DISTRICT to prohibit the creation of a secondary market in interests in water rights acquired by the DISTRICT. For that reason, PROPERTY OWNER shall have no right to transfer any interest it may have in water rights acquired and assigned by the DISTRICT to the Property without the express, written consent of DISTRICT. Any attempted transfer of interests in such DISTRICT water rights without the express, written consent of the DISTRICT are null and void. This limitation shall not prevent the transfers or assignments permitted under paragraph I. D., above, or the assignment of PROPERTY OWNER'S interest in this Agreement to any successor in interest or transferee of the Property, or as part of the security for a loan, mortgage or other financing; however, except as expressly provided herein, in no event shall the right to use water hereunder be separated or alienated from the Property without the written consent of the DISTRICT. The terms of this Agreement shall not be modified by any such assignment (except to the extent of any reduction in the number of water reservations/ERUs resulting from any transfers or assignments under paragraph I.D. above).

C. Recordation. The Parties understand and acknowledge that DISTRICT or PROPERTY OWNER may record this Agreement, or a summary thereof, in the Wasatch County Recorder's office, for the purpose of providing notice to all subsequent purchasers or interest holders in the Property. Upon 30 days' prior written notice to PROPERTY OWNER, the DISTRICT may also record a notice of PROPERTY OWNER's failure to comply with any of the material terms of this Agreement, including but not limited to the requirement to pay the for water rights reservation in a timely manner.

D. Private Water Systems. It is against the current policies and ordinances of the DISTRICT and Wasatch County to allow private water rights, private infrastructure or other private water or sewer system components to be used for development within the boundaries of the DISTRICT. Pursuant to Wasatch County policy, no development shall be approved within the boundaries of the DISTRICT unless and until the DISTRICT has secured either by deed from the owner of the property, or by current reservation, sufficient water rights for the entire proposed

development. (The Parties acknowledge that the existing golf course irrigation water delivery system and irrigation water wells at Tuhaye were approved by the DISTRICT and Wasatch County prior to the enactment of this policy, and that golf course irrigation is provided pursuant to a separate irrigation water agreement.)

E. Development Approval Contingent on Availability of Water Rights. Pursuant to the policies and procedures of Wasatch County, no development shall be approved in the Jordanelle Basin Overlay Zone without proof of adequate water rights for the development. Once the Jordanelle Special Service District has issued a will serve letter to a development, and development approvals have been given by Wasatch County based in part upon the will serve letter, the water rights for that project (which may include or consist of water reservations) must remain current and valid. In the event a developer or property owner fails to maintain adequate water rights or reservations for the development, DISTRICT will withdraw the will serve letter, and may record a notice against any plats, property or lot that no longer has adequate water rights or reservations for development. In the event of a transfer or assignment referenced in paragraph I. D, above, the DISTRICT may modify the will serve letter to reflect such transfer or assignment. The PROPERTY OWNER will not plat lots on the Property in excess of the water rights or reservations that are in place for the Property.

F. Interest for non-payment. Fees and charges under this Agreement are due and payable within 30 days of billing. Payments on fees and charges received before the due date shall not be subject to interest. An interest charge of 1.5% per month shall be added to all fees or charges past due. Payments received shall be first applied to any interest charges on that account. In the event a water reservation fee which is due and payable pursuant to this Agreement remains unpaid past the period of 30 days, it shall be considered not current. Failure to keep the reservation fee current for three consecutive months shall constitute a default under this Agreement. If PROPERTY OWNER does not cure the default within 60 days after written notice from the DISTRICT, and provided the DISTRICT is not in breach of this Agreement, the DISTRICT shall have the right to terminate the availability of the water use right for that ERU. Pursuant to Utah State law, DISTRICT may certify past due fees and charges to the Wasatch County Assessor for collection with property taxes. In addition to all available remedies in law or in equity, the DISTRICT may, at its discretion, also take other steps to collect unpaid water charges, including but not limited to legal action. All reasonable costs and reasonable attorney fees incurred in connection with the collection of amounts due under this Agreement shall be paid by PROPERTY OWNER. Past due amounts not in dispute (in good faith) must be paid before this water reservation is reinstated for the PROPERTY in the event the availability of any water use right under this Agreement has been terminated as provided above.

G. Payment of Penalties, Interest and Reservation Fees Required Before Plats, Approvals, Etc. All water reservation fees, penalties and interest due under this Agreement, and other applicable fees and charges due and payable to the DISTRICT must be paid in full prior to the District signing plats, approving building permits or allowing connection to the Water System.

H. Authorization to sign on behalf of PROPERTY. PROPERTY OWNER hereby represents and acknowledges that he is the authorized agent or representative of the PROPERTY, and is fully authorized to sign this agreement and bind the PROPERTY as described herein.

DATED effective as of the 14th day of August, 2014.

Tuhaye West, Inc. (fka Ameagle PC Holdings, Inc.)

By: [Signature]  
Its: Authorized Signing Officer  
PROPERTY OWNER

Tuhaye  
PROPERTY OR DEVELOPMENT NAME

AGREED TO AND APPROVED:

[Signature]  
Jay Price, Chairman  
Jordanelle Special Service District

STATE OF UTAH )  
COUNTY OF Summit ) ss.

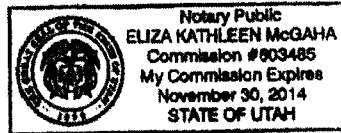
On the 14<sup>th</sup> day of August, 2014, personally appeared before me David J. Smith, the signer of the foregoing Jordanelle Special Service District Culinary Water Reservation Agreement, who duly acknowledged to me that he is the Authorized Signing Officer of Tuhaye West, Inc. and that said entity executed the same.



[Signature]  
Notary Public

STATE OF UTAH )  
COUNTY OF Wasatch ) ss.

On the 14 day of August, 2014, personally appeared before me Jay Price, the signer of the foregoing Jordanelle Special Service District Culinary Water Reservation Agreement, who duly acknowledged to me that he is the Chairman of the Jordanelle Special Service District, and that said entity executed the same.



[Signature]  
Notary Public

WASATCH COUNTY



25 North Main, Heber City, Utah 84032 • (435) 654-3211  
BOARD OF COUNTY COMMISSIONERS

MICHAEL L. KOHLER

T. LAREN PROVOST

RALPH L. DUKE

December 11, 2000

Tuhaye Ranch  
LeeRoy Farrell  
P.O. Box 43  
Midway, Utah 84049

Re: Refuse collection service in Tuhaye Ranch, Jordanelle

Dear Mr. Farrell:

Wasatch County Solid Waste Disposal District currently collects refuse in the area of Hwy 248 Service to the Tuhaye Ranch Subdivision will be provided the same. Service can be commercial bins located at gate of subdivision

All residents of Wasatch County are required to have collection service. A setup fee must be paid at the time a building permit is issued.

If you have any further questions, please call.

Sincerely,

*Kent J. Berg*  
Kent J. Berg, Director  
Wasatch County Solid Waste Disposal District

E 258692 B 0628 P 0471

CLERK/AUDITOR  
MELISSA E. THOMPSON

RECORDER  
ELIZABETH M. FARRELL

SHERIFF  
MIKE STANGE

ASSESSOR  
CLEM C. BURROUGHS

TREASURER  
KAROLYN WALL

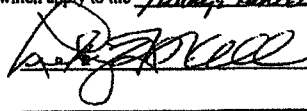
ATTORNEY  
DAVE B. SMITH/NEWS

JUSTICE COURT JUDGE  
BLAKE HAYES

WASATCH COUNTY FIRE DISTRICT  
25 NORTH MAIN STREET  
HEBER CITY, UTAH 84032  
435-948-9636


TO WHOM IT MAY CONCERN:

I/We Tukayz Fauch the undersigned, by my/our signature, agree that I/we will comply with all the codes and standards of the Wasatch County Fire District and the Wasatch County Code and ordinances which apply to the Tukayz Fauch subdivision.

  
\_\_\_\_\_

The Wasatch County Fire District will furnish fire protection to this area only when the infrastructure of the subject subdivision has been completed in accordance with the Uniform Fire Code and all other Wasatch County ordinances adopted to date.

No construction of any structure will be permitted until all the requirements of the Uniform Fire Code have been met.

DATED this 11 day of Dec., 1990 

WASATCH COUNTY FIRE INSPECTOR

  
\_\_\_\_\_  
Fire Chief

FB:Subdivision 2 Agreement

E 258692 B 0628 P 0473

**WASATCH COUNTY SHERIFF'S OFFICE**

Michael A. Spanos  
1361 South Hwy. 40  
Heber City, Utah 84032  
435-654-1411/435-654-9975 Fax

**TO:** Lee Roy Farrell  
**FROM:** Sheriff Mike Spanos *MA Spanos*  
**REF:** Tuhaye Ranch  
**DATE:** 12/12/00

This correspondence is submitted to affirm that the Wasatch County Sheriff's Office will provide law enforcement services to any and all citizens and visitors to Wasatch County.

Concerning specifically the TUHAYE Ranch project and the extent of services expected or delivered will depend on considerable study of the project through planning.

E 258692 B 0628 P 0472

**EXHIBIT D**  
**TUHAYE AMENDED AND RESTATED**  
**DEVELOPMENT AGREEMENT**  
**[Open Space Plan]**

*[Attached]*



**OPEN SPACE SUMMARY**

TOTAL AREA	
ACRES	% OF TOTAL AREA
PLATTED LOTS	885 51%
ROADS	121 7%
OPEN SPACE	719 42%
<b>TOTAL</b>	<b>1,725 100%</b>



**TUHAAY**  
Park City, Utah

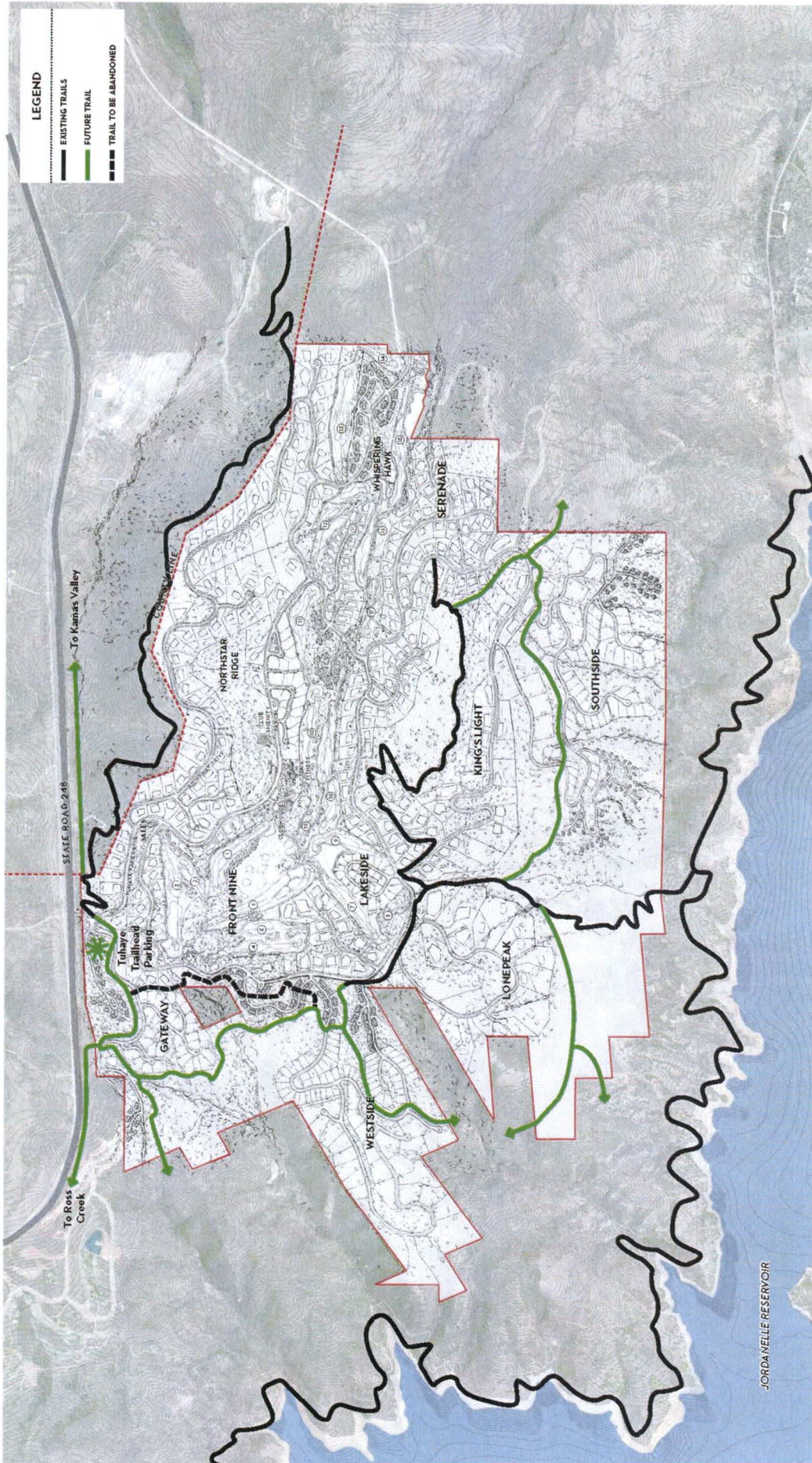
**HART HOWERTON**  
400 WEST 1000 SOUTH, SUITE 100  
PARK CITY, UTAH 84302  
801.734.1111

**OPEN SPACE**  
December 200, 2007

**EXHIBIT E**  
**TUHAYE AMENDED AND RESTATED**  
**DEVELOPMENT AGREEMENT**  
**[Trail Plan]**

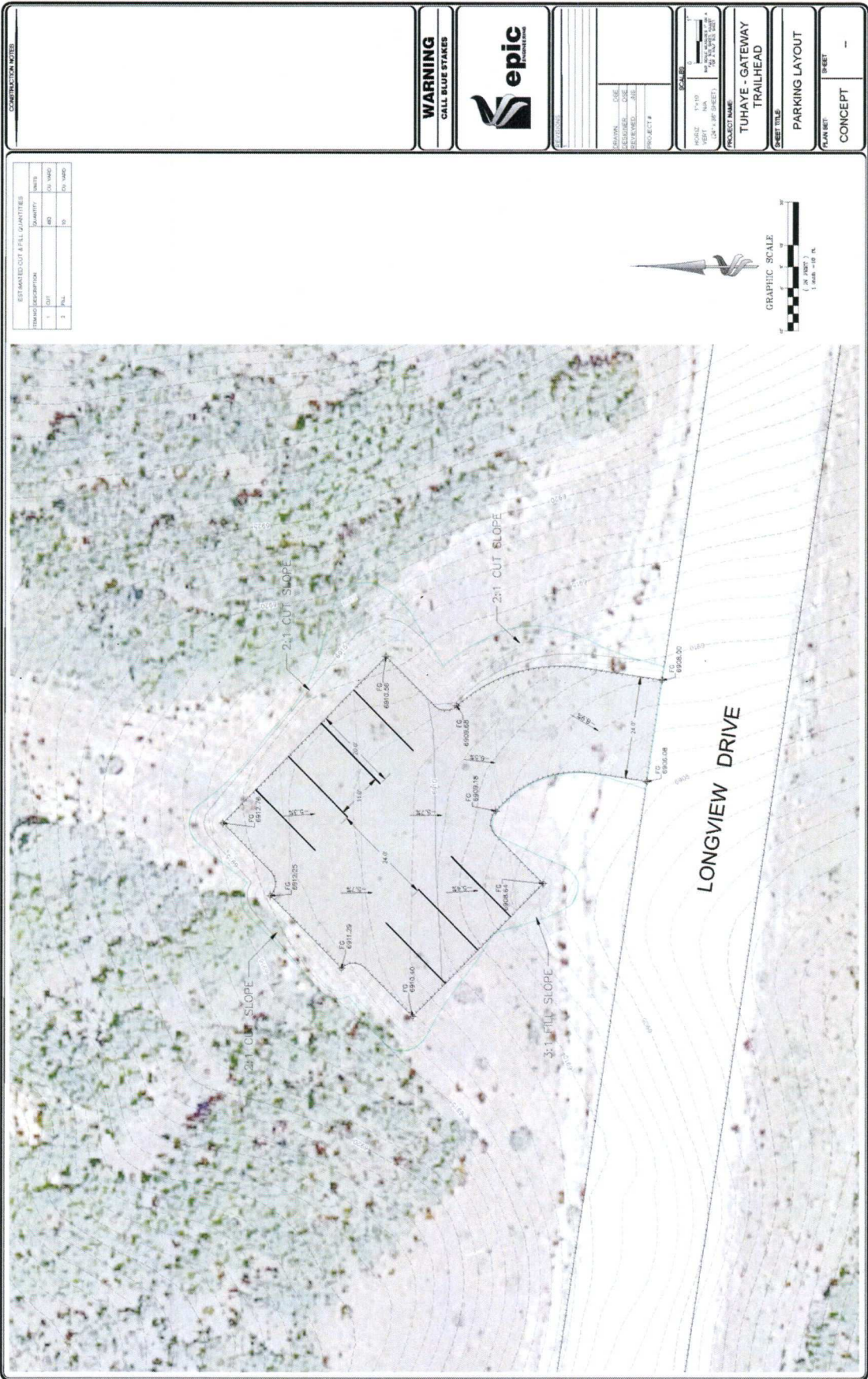
*[Attached]*





**TUOHAY**  
Park City, Utah





ESTIMATED CUT & FILL QUANTITIES

ITEM DESCRIPTION	QUANTITY	UNITS
1. CUT	480	CY (480)
2. FILL	10	CY (10)

CONSTRUCTION NOTES

**WARNING**  
CALL BLUE STAKES



DESIGNER	DATE
CHECKED	DATE
PROJECT #	

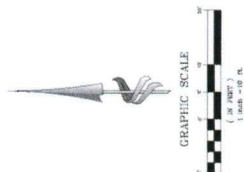
SCALE  
1" = 10'  
1" = 20'  
1" = 40'

PROJECT NAME  
TUHAYE - GATEWAY  
TRAILHEAD

SHEET TITLE  
PARKING LAYOUT

PLAN SET  
SHEET

CONCEPT

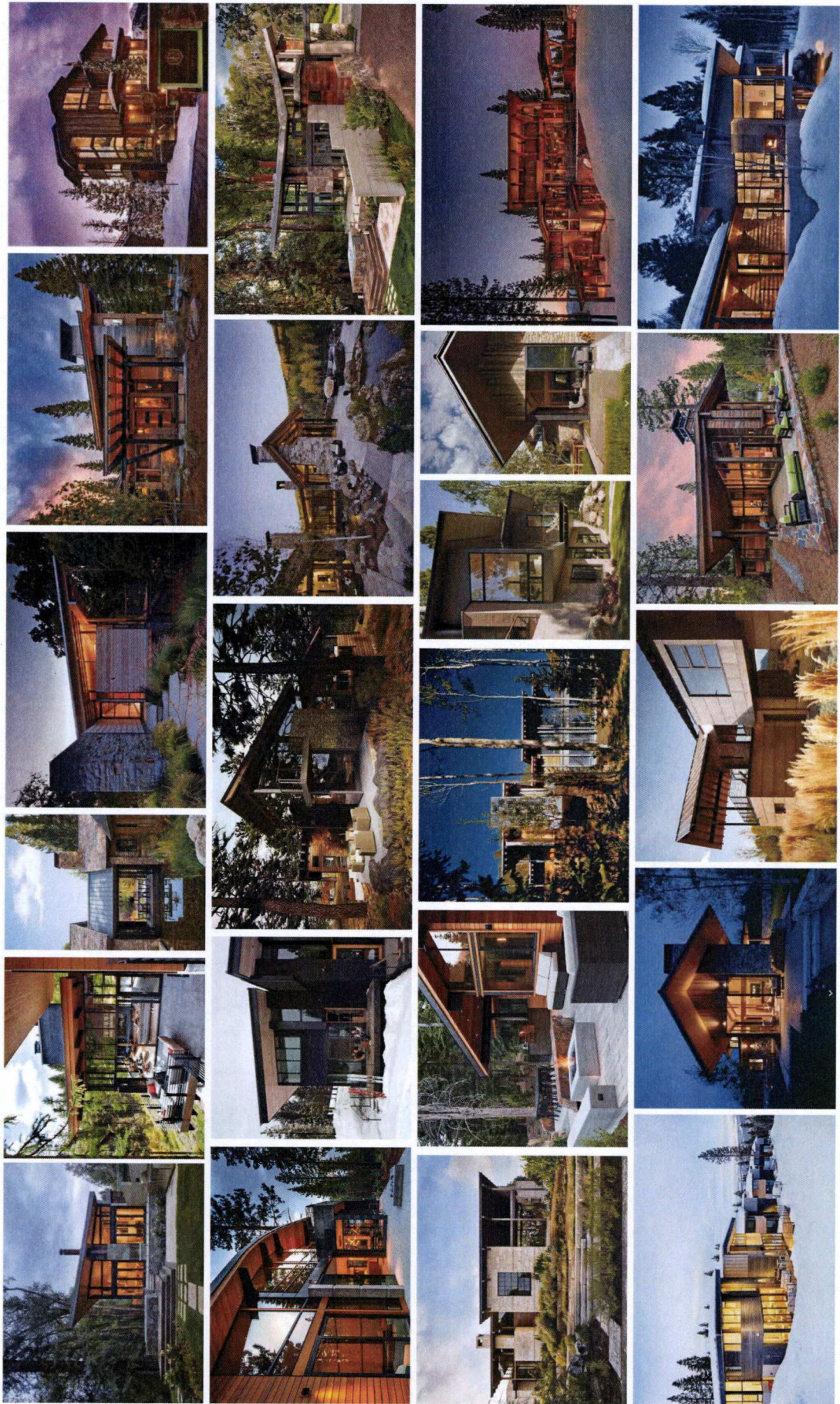


Depiction of sample kiosk



**EXHIBIT F**  
**TUHAYE AMENDED AND RESTATED**  
**DEVELOPMENT AGREEMENT**  
**[Architectural Renderings]**

*[Attached]*



**TUHAYE**  
 Park City, Utah

December 20, 2017

**HART HOWERTON**  
 NEW YORK • SAN FRANCISCO

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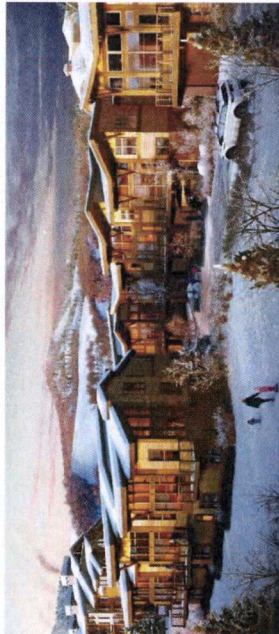
REFERENCE IMAGERY- TRADITIONAL MOUNTAIN  
December 20, 2017

**TUHAYE**  
Park City, Utah

**HART HOWERTON**  
NEW YORK · SAN FRANCISCO

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**TUHAYE**  
Park City, Utah

REFERENCE IMAGERY- ATTACHED PRODUCT  
December 20, 2017

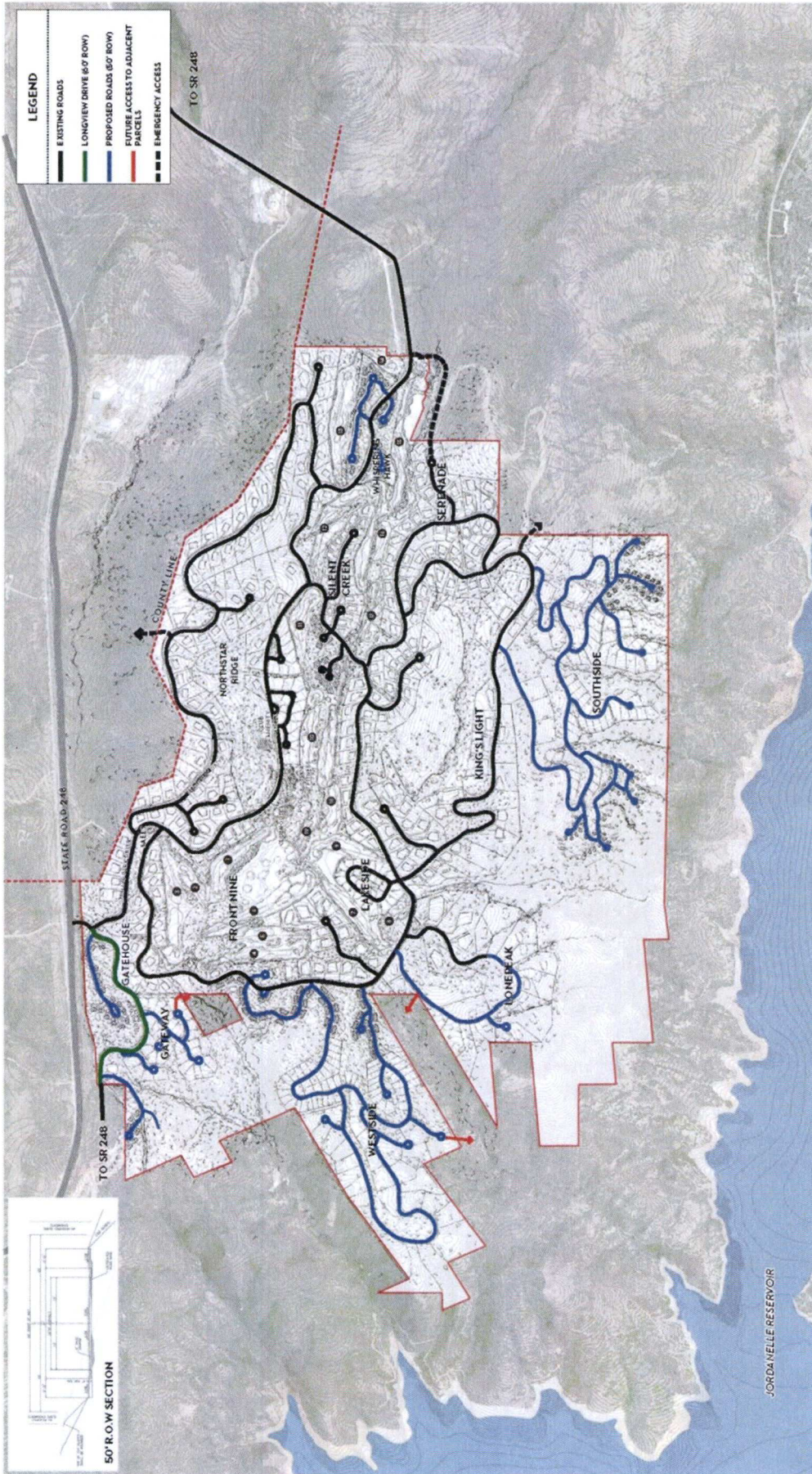
**EXHIBIT G**  
**TUHAYE AMENDED AND RESTATED**  
**DEVELOPMENT AGREEMENT**  
**[Landscape Plan]**

All common disturbed areas which are not hardscaped will be re-vegetated with an approved seed mix of indigenous plant species consistent with the requirements of the Wasatch County Building Code from an accepted Wasatch County Building Department list. All residential and other building lots will have landscape plans approved by the Tuhaye Architectural Committee and as required by the Wasatch County Building Department.

**EXHIBIT H**  
**TUHAYE AMENDED AND RESTATED**  
**DEVELOPMENT AGREEMENT**  
**[Road Plan]**

*[Attached]*





ROADS  
December 20, 2007

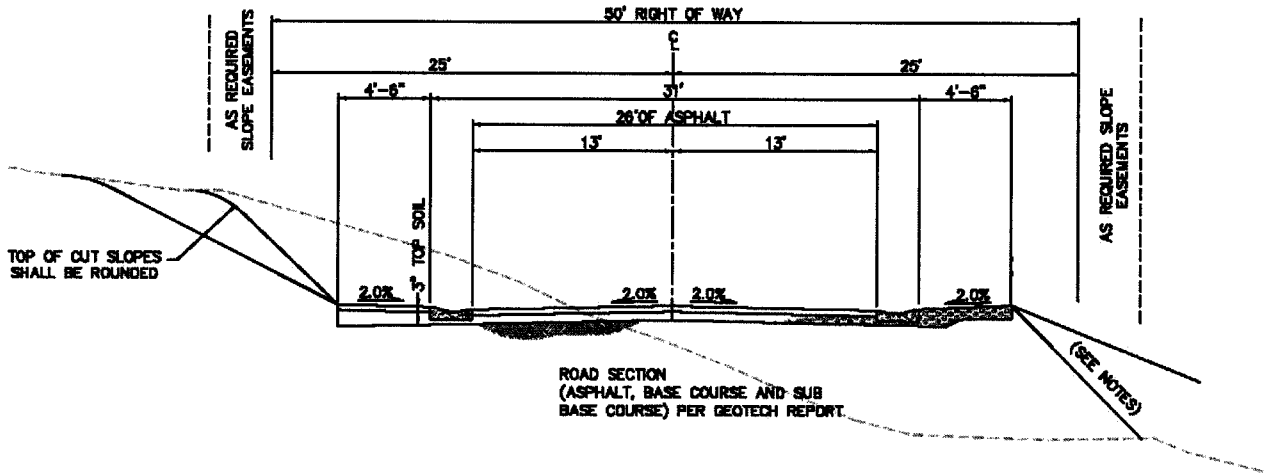
**TUOHAY**  
Park City, Utah



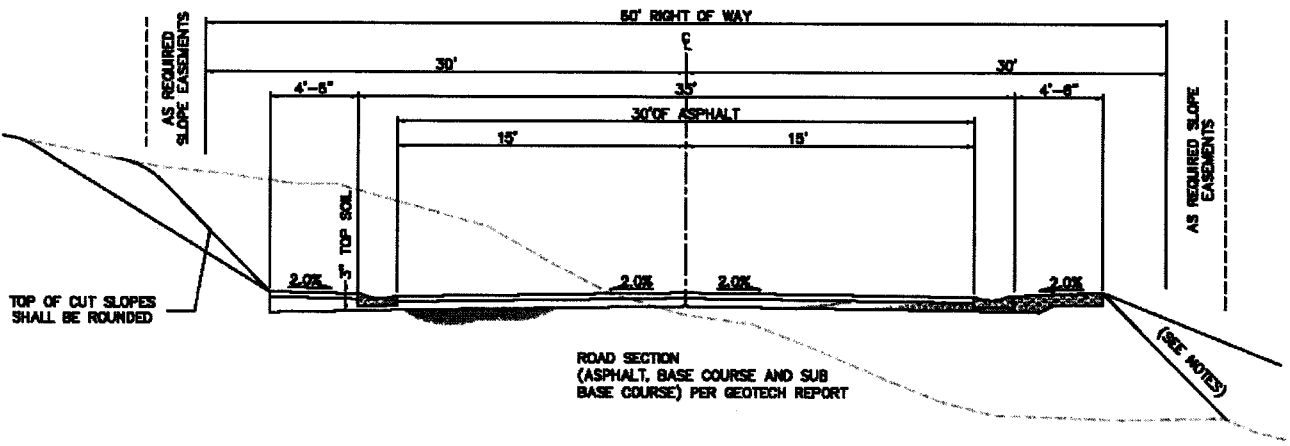
**HARVEY KOWERTON**  
ARCHITECTS & ENGINEERS  
1000 PARK CITY BLVD., SUITE 200  
PARK CITY, UTAH 84302



12/14/2017



**TUHAYE 50' ROW SECTION**



**LONGVIEW DRIVE - 60' RIGHT OF WAY**

S:\PROJ\TUHAYE 2017\ROADWAY SECTIONS\SORROW AND LONGVIEW DR 60 ROW.dwg



**PROJECT TITLE:**  
**TUHAYE APPROVED ROAD SECTIONS**

DESIGN CFB	DRAWN CFB
REVISION JMS	PROJECT TUHAYE
DRAWING	
-	

**EXHIBIT I**  
**TUHAYE AMENDED AND RESTATED**  
**DEVELOPMENT AGREEMENT**  
**[Land Use Depiction]**

*[Attached]*



**TUHAYE  
APPROVED MASTER PLAN**

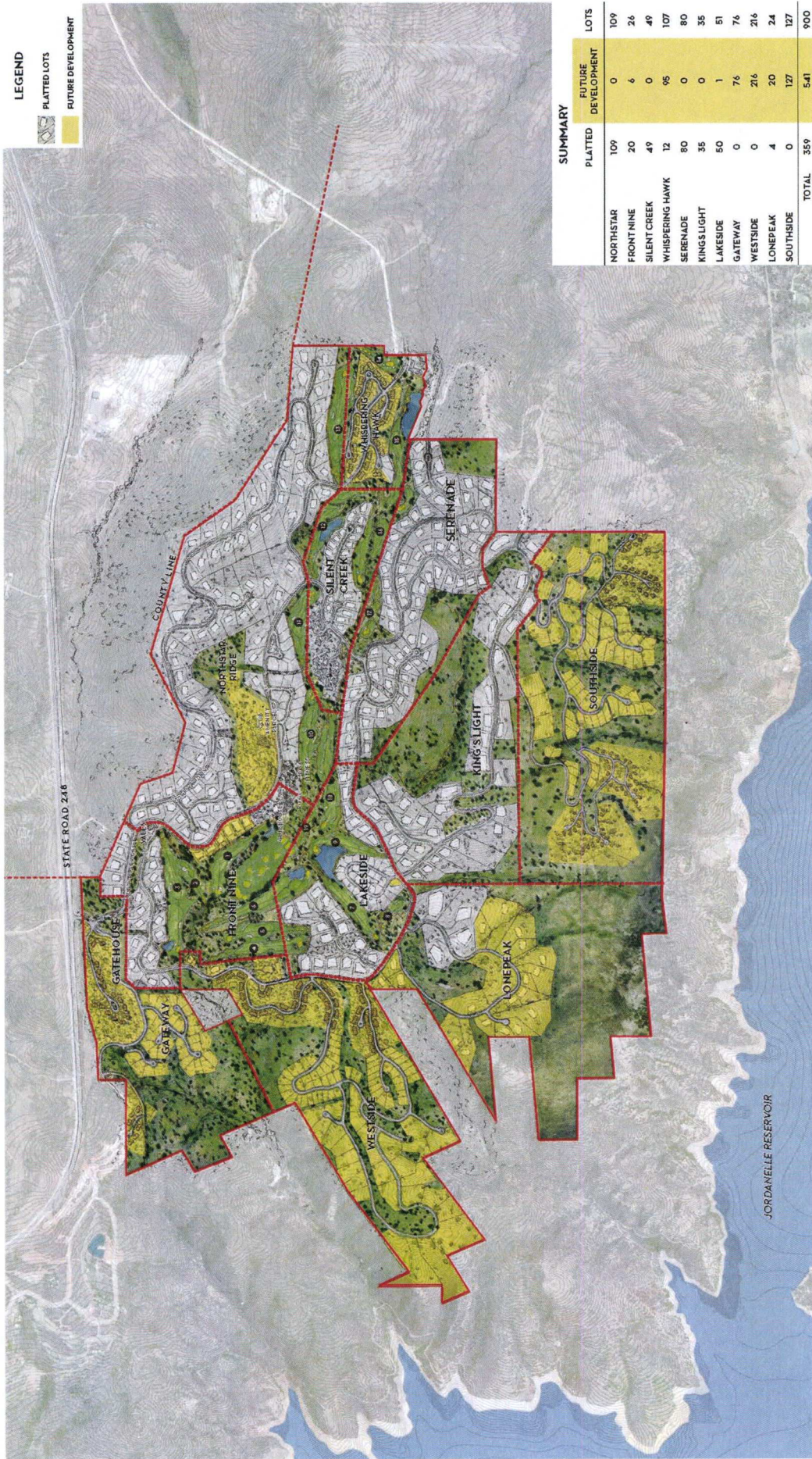
December 20, 2017



PROPOSED LAND USE  
December 30, 2017

**TUOHAY**  
Park City, Utah

**HART HOWERTON**  
 1000 PARK CITY, UTAH 84301  
 435.733.1100  
 www.hart-howerton.com



	PLATTED	FUTURE DEVELOPMENT	LOTS
NORTHSTAR	109	0	109
FRONT NINE	20	6	26
SILENT CREEK	49	0	49
WHISPERING HAWK	12	95	107
SERENADE	80	0	80
KING'S LIGHT	35	0	35
LAKESIDE	50	1	51
GATEWAY	0	76	76
WESTSIDE	0	216	216
LONEPEAK	4	20	24
SOUTHSIDE	0	127	127
<b>TOTAL</b>	<b>359</b>	<b>541</b>	<b>900</b>



**HART HOWERTON**  
 Surveyors  
 1000 East 1000 North  
 Provo, Utah 84604

**TUOHAY**  
 Park City, Utah

PROPOSED FUTURE DEVELOPMENT  
 December 20, 2027

**EXHIBIT J**  
**TUHAYE AMENDED AND RESTATED**  
**DEVELOPMENT AGREEMENT**  
**[Community Facilities]**

*[Attached]*



**HART HOWERTON**  
 2004 PIONEER BLVD. SUITE 100  
 PARK CITY, UTAH 84302

**TUOHAY**  
 Park City, Utah

COMMUNITY FACILITIES  
 December 20, 2007

**EXHIBIT K**  
**TUHAYE AMENDED AND RESTATED**  
**DEVELOPMENT AGREEMENT**  
**[Minutes and Staff Reports]**



**Wasatch County  
Planning Commission  
December 14, 2017**



**Item #2**

**Tuhaye  
REDUS Park City, LLC**

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**Master Plan Amendment**

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**PLANNING COMMISSION RECOMMENDATION – TO COUNTY COUNCIL FOR APPROVAL**

**WASATCH COUNTY**  
**Wasatch County Planning Staff Report**  
December 14, 2017

**ITEM: 2**

Douglas Ogilvy representative for REDUS Park City LLC., is requesting amended master plan approval for the Tuhaye development. The master plan amendment would add approximately 500 acres to the west of the existing Tuhaye project while maintaining the original density number of 900 ERUs for the entire 1,750 acres. Tuhaye is located on the south side of Highway 248 west of the Wasatch/Summit County line. The amendment involves some or all of Sections 21, 22, 23, 26, 27 and 28 of Township 2 South Range 5 East in the JBOZ (Jordanelle Basin Overlay Zone).

**BACKGROUND:**

Tuhaye is a master planned gated community containing 1,250 acres with a golf course and other amenities. The development is on the south side of highway 248 south-east of incorporated Hideout Canyon, adjacent to the County line and west of Kamas.

Tuhaye is a development that originally received entitlements in the late 1990's as Indian Hollow. During the economic downturn the Talisker entities owning Tuhaye and Talisker Club experienced financial difficulties. The property was taken back by the lenders in late 2015. REDUS Park City LLC (an affiliate controlled by Wells Fargo) is owner of the undeveloped lands at Tuhaye, along with the former Am-Eagle parcel west of Tuhaye which is approximately 475 acres. Through foreclosure, REDUS assumed Declarant Rights at Tuhaye and is now in the role of master developer. REDUS' holdings include 88 platted lots within the Tuhaye community along with all of the un-platted lands within the 1,250 acres covered by the Tuhaye Master Plan. REDUS is also owner of approximately 475 acres of contiguous lands to the west of the Tuhaye community referred to as the "Tuhaye Annexation Area".

REDUS is requesting to amend the Tuhaye Master Plan and Development Agreement to incorporate these 475 acres into the Amended Tuhaye Master Plan. The approved density of 900 Equivalent Residential Units ("ERUs") would remain unchanged, however it would be spread over the entire 1,725 acres. With the additional land, approved density in Tuhaye would drop from 0.72 ERU per acre to 0.52 ERU per acre.

In 2003, Wasatch County executed the Tuhaye Development Agreement confirming 900 ERUs as the maximum residential development potential for the Current Tuhaye Area (1,250 acres).

The area that does not have entitlements west of Tuhaye that is now proposed to be part of the master plan was planned at a very high level as part of the Area A plan for the Jordanelle. The land uses shown in the JBOZ (Jordanelle Basin Overlay Zone) plan are generally consistent with the proposed master plan. The JBOZ is the governing document for the proposal. The Area A plan did not do an extensive physical constraints analysis to determine if the densities could be physically put on the land. The constraints analysis was done initially for the 1,250 acres but not for the 475 acres outside of the original master plan. The bulk of this report will be based on review of the constraints on the 475 acres proposed to be annexed into the Tuhaye master plan. The Master Plan prepared by Jack Johnson was accepted as the approved Tuhaye Master Plan for the original 1,250 acres.

Planning Commission Staff Report  
December 14, 2017  
Item 2

**DEVELOPMENT SUMMARY:**

1. 1,250 acre original master plan
2. 475 acres proposed to be annexed for a total acreage of 1,725
3. 900 Units, based on the original density determination, proposed to be spread over the entire property
4. 271 sold lots within the Tuhaye development with approximately 90 completed homes.
5. 88 platted undeveloped lots owned by REDUS
6. Future development is proposed to be 309 duplexes and townhomes and 232 additional single family lots
7. 43% (746 acres) open Space

**ANALYSIS:**

**PHYSICAL CONSTRAINTS:**

Master plans are a high level of review to determine feasibility for development and a number of anticipated units that can fit on the site with the identified constraints. As future approvals are submitted more detail will be provided. Lots shown as buildable at master plan could change with better data at preliminary. Alternately lots that are marginal at master plan could change at preliminary.

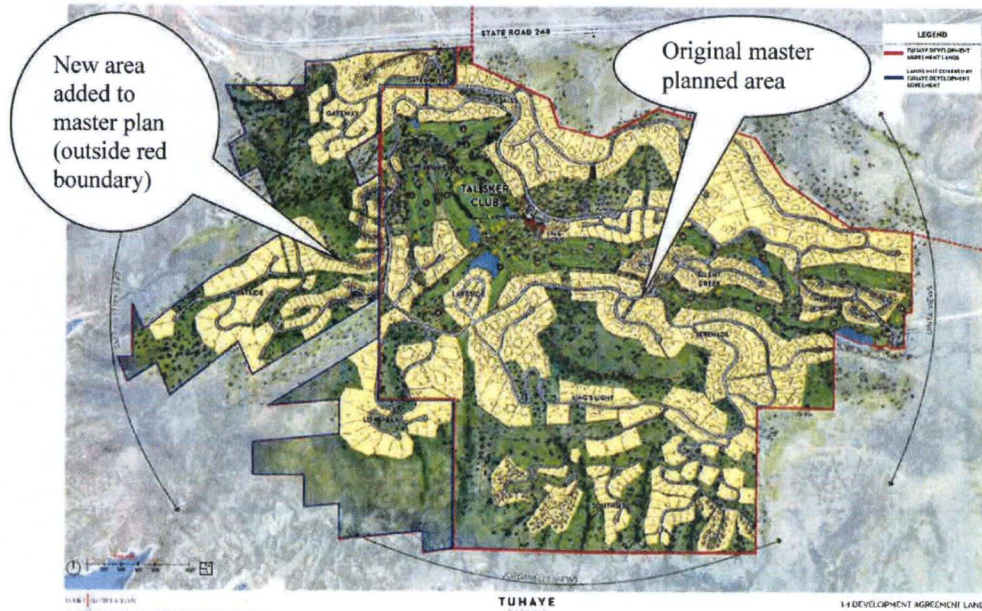
Before the Planning Commission considers approval of the amended Tuhaye master plan a Physical Constraints Analysis must be conducted according to Section 16.27.10 as identified below:

- A. The project will not consist of any building envelopes on natural slopes over thirty (30%) percent grade. *There are some steep slopes on the site. Anything over 30% slope is not buildable. 25-30% slopes are buildable only with site specific soils reports and recommendations. There are some marginal lots that will require a closer review at preliminary in the Westside parcel as well as some of the other parcels. There may need to be designated building envelopes on some of the lots identifying areas under 30% slope.*
- B. The project will not show any structures within fifty (50) feet of any fault line. *The application states that this is not applicable. According to the AGEC report the nearest fault is located 21 miles to the west of the site.*
- C. The project will not consist of activities on or disturbance of any wetland area, except as approved by the Army Corps of Engineers. *In a letter dated October 10, 2017 from the applicant's consultant, AGEC, no evidence of wetlands were encountered.*
- D. The project will not contain any platted lot within any landslide hazard areas, unless approved by the planning staff, planning commission or legislative body as part of the open space area. *The August 7, 2017 report from AGEC states, "Seismic ground shaking is considered the only significant geologic hazard at the site. This hazard*

Planning Commission Staff Report  
December 14, 2017  
Item 2

- E. *will be mitigated through structural design. It is our professional opinion that landslide, debris flow, rockfall, surface fault rupture, tectonic subsidence and liquefaction are not significant hazards at the site.*
  - F. The project will not consist of any development within any flood hazard area, except as provided in section 16.28.08 of this title. *There are no FEMA flood hazard areas on the site.*
  - G. The project will not consist of any development within any shallow-ground water hazard areas, areas of springs or seeps or surface water areas. *No groundwater was found in any of the test holes drilled on site.*
  - H. The project will not consist of any development within any areas that are recommended locations for detention basins or established road and utility corridor. *The project, for the most part, will have on-site detention. The state may require discharge permits for outfall lines into the lake.*
  - I. The project will avoid any development that will protrude above any ridgelines, except as provided in Section 16.27.22. *The ridgeline impact analysis prepared by the applicant indicates that there will not be any protrusion above the ridgeline. Further lots may be limited to maximum heights in some areas. A more refined viewshed analysis is required at preliminary. Some lots may need to be moved if found to be a ridgeline issue with further review.*
  - J. Full geotechnical evaluation of the site. *A soils report from the applicant has been provided and reviewed by the County review geologist. The August 7, 2017 report from AGEK states, "Seismic ground shaking is considered the only significant geologic hazard at the site. This hazard will be mitigated through structural design. It is our professional opinion that landslide, debris flow, rockfall, surface fault rupture, tectonic subsidence and liquefaction are not significant hazards at the site."*
  - K. All proposed density for the project shall be approved by the Planning Commission and County Legislative Body.
  - L. The project will include a concept plan showing road and lot layout, open space, etc. *A concept plan has been provided that shows the road, utility plan, trail plan, drainage plan, open space, and building layout.*
- Master Plan* – The changes to the master plan are minimal as far as land use. Some of the density bubbles have been moved but density designations are generally the same or lower.

Planning Commission Staff Report  
December 14, 2017  
Item 2



**Density** - The project contains 1,725 acres and 900 ERU's. This equates to about half an ERU per acre. The densities proposed are in compliance with the JBOZ and the land use plan for the area. In staff's opinion as long as the density generally complies with the constraints analysis and the land use designations in the JBOZ for the annexed area the density should be allowed since the applicant has committed to maintain the original density by spreading the 900 units throughout the greater acreage.

The recorded development agreement refers to 900 ERU's "together with other uses". The community facilities plan shows a number of other amenities. The density portion of the plan shows all 900 ERU's being used for housing. Unless specified elsewhere the 900 ERU's would include any ERU's for the common amenities. There will need to be further discussion regarding vested rights under a previous code and future amenities and detailed in the amended development agreement.

**Affordable Housing** - With the purchase of United Park City Mines (UPCMC) by Talisker the affordable housing built by UPCMCM was assumed. In 2001 UPCMCM built 132 affordable housing condo units on the west side of the Jordanelle Reservoir called Fox Bay. These units were built to satisfy UPCMCM's affordable housing requirements. The units were not deed restricted however and are now being sold at market rate. The \$28,000 affordable housing "buy out" must be paid before the unit can sell.

Planning Commission Staff Report  
December 14, 2017  
Item 2

**AHU Credits Available**

Since 2001, AHU Credits from the Fox Bay project have been allocated as follows:

Credits from Fox Bay project	132.0 AUE's
Star Harbor (36 ERU)	(3.6)
Tuhaye (359 platted lots)	<u>(35.9)</u>
Remaining Credits	92.5 AUE's

The total entitlement for Tuhaye is 900 ERU's which requires 90 AUE's. REDUS is committing a total of 73 to the project (including the 35.9 for platted lots). This leaves a remaining obligation of 17 AUE's if they reach the full build out of 900 units. If there is a 17 AUE deficit it will need to be made up by any remaining credits in Fox Bay, building deed restricted units on-site, building deed restricted off-site or payment of a fee-in-lieu.

*Traffic Management/analysis/access* – The projects main access is directly onto State highway 248. There is a gated second access on the southeast side of the project that runs east to what is referred to as Democrat Alley in Summit County. This access is a dirt road which the code initially allowed. A portion of the dirt road is in Wasatch County and a portion in Summit County. The developer has agreed to asphalt this road all the way out to Democrat Alley in Summit County.

The road that will provide access to the new properties to the west of Tuhaye is an old County road. The old road has been re-aligned by the town of Hideout to the west outside of this property however it is still a through road that provides access to Highway 248 at another location. Without the connection to Highway 248 through Hideout the new portion of the master plan would not meet County standards. The road in the new development portion of Tuhaye must tie into the Hideout road. The second access through Hideout should remain open and there should not be any dead end roads longer than 1,300 feet with more than 31 ERU's on it.

*Setbacks* - Setbacks will be regulated by the underlying zoning designations contained in the JBOZ. County right of ways are 60' wide. Setbacks are measured from the edge of the right-of-way. There is a 150' setback requirement from a State highway right-of-way which could impact some of the units on the northwest side of the development.

*County Engineer Comments* – Please see the review letter dated December 5, 2017 by Andy Dahmen attached. One concern he has is the steep slopes on the new annexed portion of the project. Regarding roads that require substantial cuts and fill the following comment was made, "My recommendation is the developer be required to build driveway access to challenging lots with the overall grading of the project. This has been a requirement on other county projects like Deer Crest and Victory Ranch. The reason for this is the lot should at least have a viable access".

*Pedestrian access/trails* – Trails should be non-motorized multiple use and open to the public. Grades should be 8% or less to ensure that the potential for biking and cross country skiing can be done on the same system. Grades for back country trails are limited and must be in accordance with the County code which uses IMBA (International Mountain Biking Association) standards.

Planning Commission Staff Report  
 December 14, 2017  
 Item 2

The trail system as shown needs further study. To the extent possible, the public system should include looped trails rather than dead ends. The applicant has added a Southside trail loop to connect with the existing Kings Light Trail that dead ends in the middle of the property. The applicant has also proposed a future loop trail linking the Lone Peak and Westside neighborhoods, contingent on neighboring property participation. The proposed trail system shows potential connections to adjacent lands to the NW, SW, SE in addition to existing trail connection to lands to the NE. There is an opportunity for an additional connection to the state park property from the Lone Peak neighborhood. The developer is committed through a previous development agreement to build a public trail head. The amended master plan proposes to locate the trail head in close proximity to highway 248 as suggested by staff.

Hideout Canyon has a number of trail advocates that live within the community. The applicant should meet with Hideout to connect with their trails plans. Hideout has provided a trail plan and the applicant is willing to connect to the locations proposed by Hideout.

This trails plan should be detailed in the development agreement. Prior to construction of any back country trails alignments should be flagged and inspected by the County. A licensed trail Contractor should be used to build the trails. This should also be outlined in the development agreement.

If a portion of the existing public trail is vacated as proposed, the existing recorded trail easement shall be amended at time the relocated trail is constructed. And an amended exhibit F of the development agreement will need to be recorded to reflect the new public easement.

*Open Space* – The applicant states that there is 43% open space for the project. Open space should stay a similar percentage through the development process. The percentage identified meets the County code.

*Streets*- All existing roads in Tuhaye are privately maintained and have been constructed with 26' of asphalt in a 50' ROW as previously approved by the County. The Engineering Department should make a recommendation on the suitability of continuing to use the old road standard. The current standard right-of-way for private and public streets is 60' not 50' and an asphalt width of 30' and sidewalks to comply with the street standards contained in Title 14. The applicant is requesting that the old road standard be maintained with the Amendment to the Master Plan.

*Soils report* – The report for the applicant was done by AGECE. A peer review was performed by IGES (see attachment). The IGES report by Davis Glass dated December 5, 2017 among other things states, "The geotechnical report is essentially complete; however, the report is preliminary and does not address issues that generally pertain to proposed grading, such as slope stability of engineered slopes, drainage, etc. There will be more detailed reports done at preliminary and final plat review.

*Master Plan development agreement* – There is an existing development agreement recorded for the original master plan. The original Development agreement will expire in several years. An amended development agreement must be recorded after the master plan approval or as determined by the attorney's office a completely new development agreement.

Planning Commission Staff Report  
December 14, 2017  
Item 2

*Architecture* – Precedence pictures have been provided for product types. Staff is comfortable with the representations made for single family product and the attached product. The Planning Commission should also be comfortable with representations made.

*Storm Drainage/water quality* – Wasatch County is a member of the Provo River Watershed Council which was organized to maintain drinking water standards for down-stream users. Part of our membership in that association requires that we send project proposals that have potential impacts on the Provo River drainage to a consultant to review water quality issues.

A separate letter has been provided by the County water quality consultant, Alane Boyd (see attached report). The report states among other things the following, “The proposed site layout overall has very few sensitive areas that will cause concern for development. There are some steep slopes, wetlands, and other physical constraints within the property. The Natural Resources Inventory specifically identified several potential areas with wetland characteristics. An ephemeral drainage was identified north of the area of proposed development in the Gateway neighborhood. A detailed wetland delineation study would have to be completed during spring growing season to confirm or deny presence of wetlands or channel segments that would be regulated under Section 404 of the CWA. The Wasatch County Development Code has required setbacks from these features which will also need to be adhered to during design. A detailed erosion control plan and Storm Water Pollution Prevention Plan (SWPP) need to be completed and submitted for approval prior to construction activities and operations.”

Currently an on-site storm drain plan is anticipated. If the storm drain ponds have a discharge to the lake a discharge permit will most likely be required by the State.

*Common area amenities* – There are a number of common area amenities proposed within the development. As mentioned previously the recorded development agreement refers to 900 ERU’s “together with other uses”. The density portion of the plan shows all 900 ERU’s being used for housing. Unless specified elsewhere or clarified in the new development agreement the 900 ERU’s would include any ERU’s for the common amenities and the density would need to be adjusted to reflect this.

DRC Comments – Staff has not received the DRC report as of the writing of this report. If not completed by the time of the meeting the item should be continued.

**PROPOSED FINDINGS:**

- The current approvals allow for up to 900 ERU’ in the existing Tuhaye master plan.
- The proposal maintains the 900 vested ERU’s but spreads them out over a greater acreage.
- The proposal meets the density designations for the JBOZ.
- The soils report has been reviewed by a third party and adequately reflects the constraints at this level of review.



Planning Commission Staff Report  
December 14, 2017  
Item 2

- The proposal is for Master Plan/Physical Constraints analysis and density determination. The project should be feasible from a master plan standpoint.
- The proposal is code compliant regarding open space.
- At preliminary review additional constraints could lower density.
- Community facilities could lower density if not specified in the existing or future development agreement.
- Affordable housing has been addressed by the construction of the Fox Bay condominiums.
- Concerns by the Planning Commission or Council relative to master plan related issues should be satisfied prior to approval.

**ALTERNATIVE ACTIONS:**

Appropriate actions on this item may include the following:

1. Recommendation for Conditional Approval. This action may be taken if the Planning Commission is comfortable with the proposal and believes that it addresses appropriately the details necessary at the master plan level to accomplish the intent of the JBOZ.
2. Recommendation for Continuance. This action may be taken if the Planning Commission feels that there are unresolved issues that need to be addressed prior to forwarding it to the County Council.
3. Recommendation for Denial. This action may be taken if the Planning Commission feels that the request does not comply with the intent of the JBOZ.

**PROPOSED CONDITIONS:**

- 1) Compliance with the DRC report and consultant reviews as a condition of approval.
- 2) SR 248 is a State Highway which requires a 150' setback from the ROW for residential structures.
- 3) Lots and townhouses that have limited area below 30% slope must have a 5,000 square foot envelope under the 30% slope and may require a building envelope upon further review.
- 4) Lots with building areas between 25-30% slope must have site specific soils reports at future preliminary approvals.
- 5) Minimum lot and frontages widths should be no smaller than 70'.
- 6) The trails system, in concept, is appropriate at a master plan level. The proposal will need to be reviewed closer at preliminary when a design is provided. A looped system with

Planning Commission Staff Report  
December 14, 2017  
Item 2

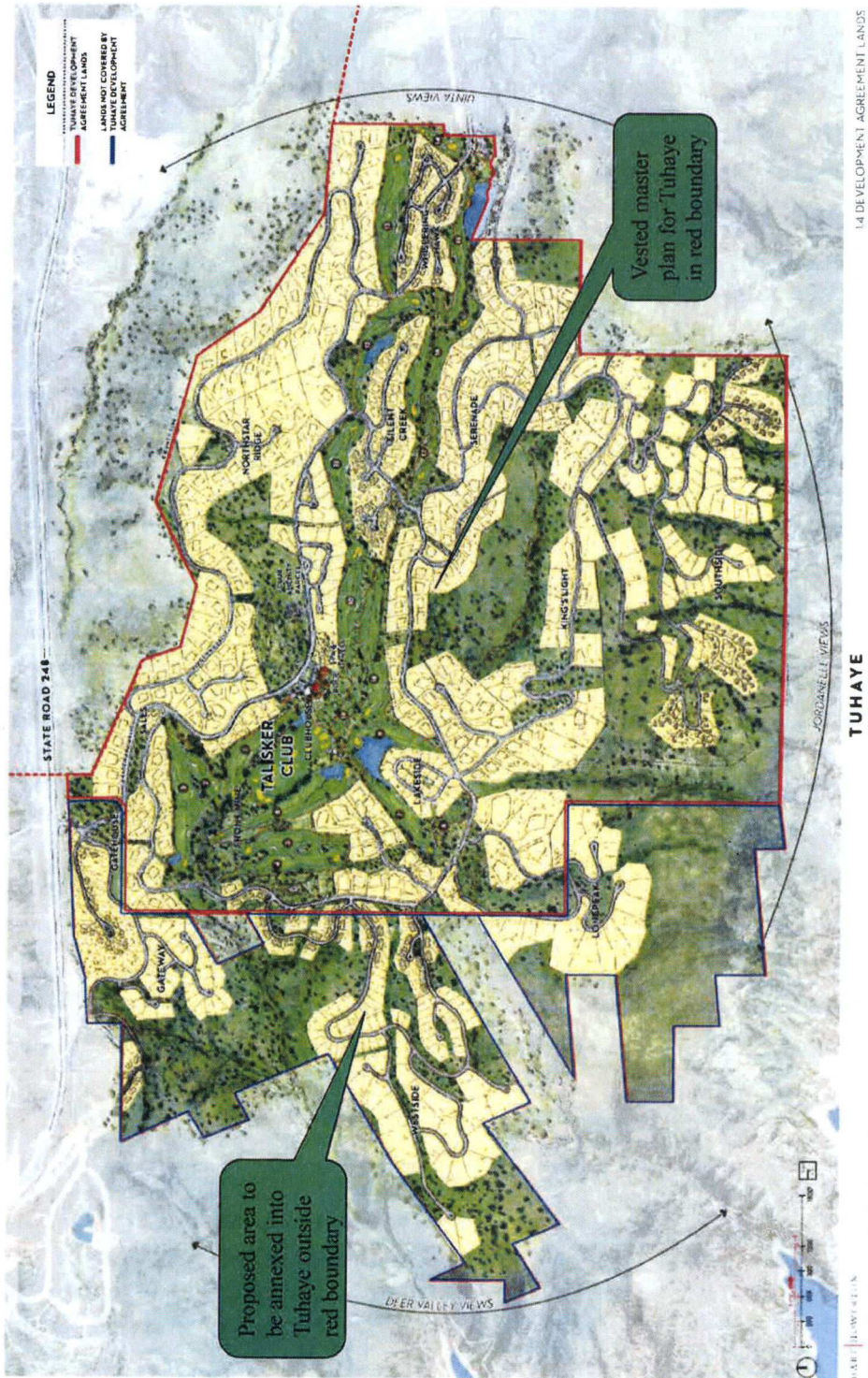
public connections on all sides of the development is required. Relocated trails will need to be described in the updated DA. All public trails will need to have an "as built" description recorded. There should be open space corridors sufficient to allow for trails at 8% grades or less through the corridors. All trails are to be built in accordance with 16.38 of the Wasatch County Code and International Mountain Biking Association Standards (IMBA).

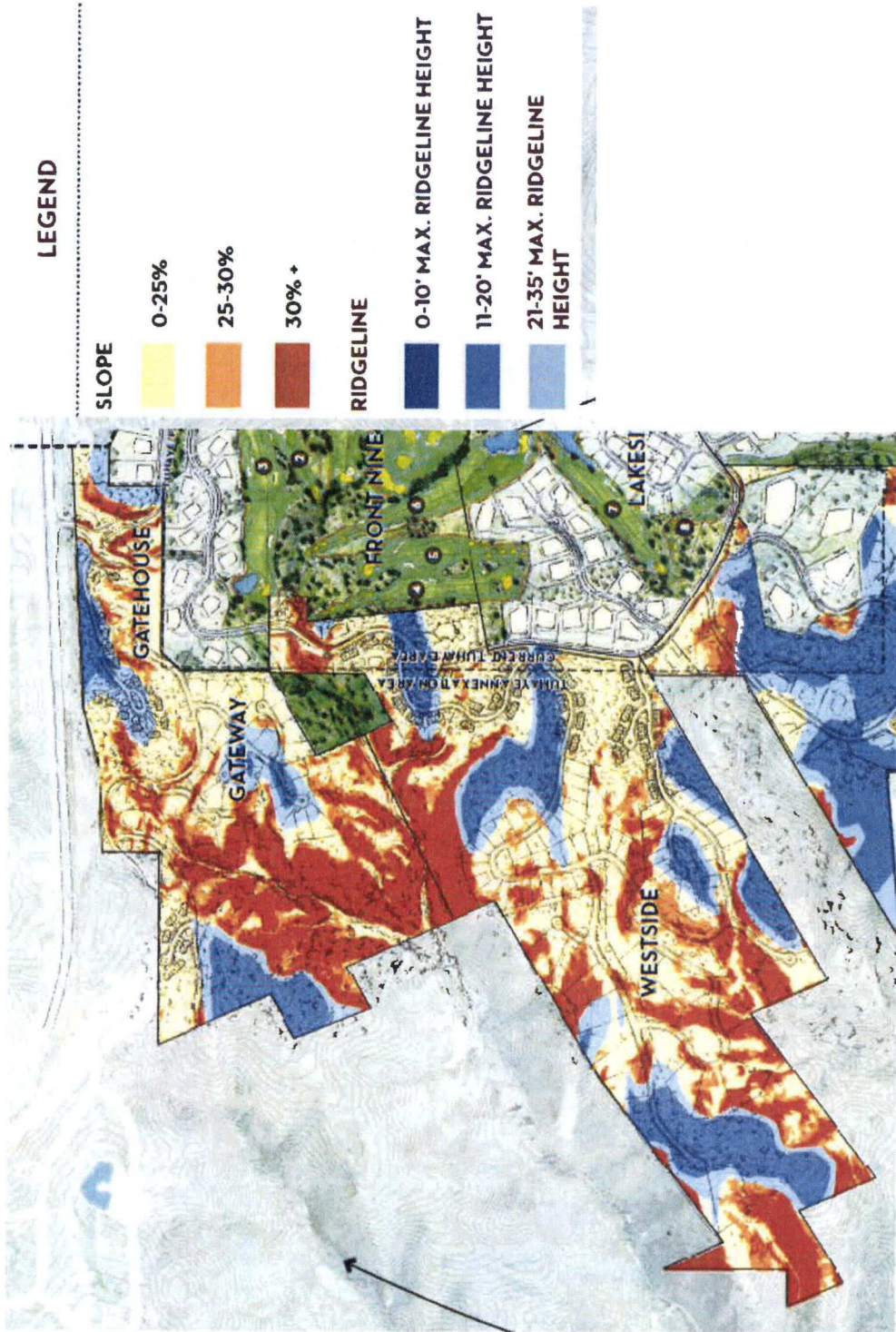
- 7) The trail head design and timing will need to be detailed in the amended development agreement. The developer has agreed to move the trailhead closer to highway 248.
- 8) In staffs opinion representations for various building product are acceptable and comply with the intent of the JBOZ.
- 9) The master plan approval is not effective until a Development Agreement, containing provisions consistent with the master plan approvals, is entered into and recorded. The existing development agreement expires in approximately 7 years. An amended development agreement will be needed and a determination made on the existing development agreement.
- 10) Determination of ERU numbers and how they are allocated with the common amenities detailed in the development agreement.
- 11) Affordable housing plan to be further detailed in the development agreement.

Attachments:

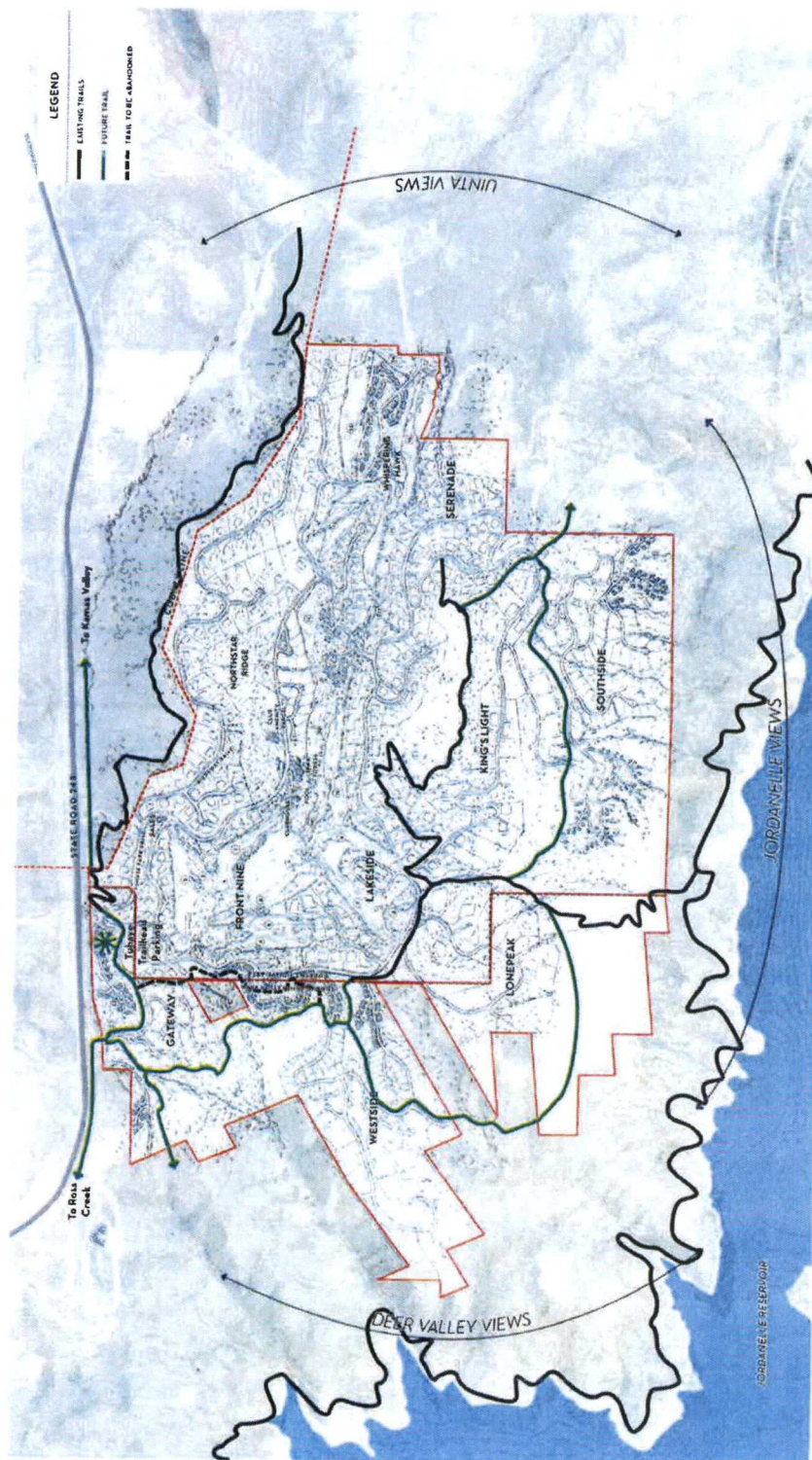
Vicinity maps  
Master Plan Maps  
Trails plan  
IGES soils review letter  
Engineering staff report letter  
Desert Rose Environmental report







# Trails Plan





**IGES**

Mountain GeoEnvironmental Services, Inc.  
2429 South 300 East, Ste 100, Draper, UT 84020  
T: (801) 748-4044 - F: (801) 748-4045

4153 Commerce Drive, Salt Lake City, Utah 84107  
T: (801) 270-9400 - F: (801) 270-9401

December 5, 2017

Wasatch County Planning Office  
55 South 500 East  
Heber, Utah 84032  
Attn: Mr. Luke Robinson

IGES Project No. 02190-005

**RE: Geotechnical Review  
Preliminary Geotechnical Investigation  
Tuhaye Annexation  
Near Tuhaye Park Drive and State Road 248  
Wasatch County, Utah**

**Submittal:** AGEC, 2017, Preliminary Geotechnical Investigation, Tuhaye Annexation, Near Tuhaye Park Drive and State Road 248, Wasatch County, Utah, AGEC Project No. 1170412, dated August 7, 2017.

**Reference:** Blake, T.F., Hollingsworth, R.A. and Stewart, J.P., Editors (2002), Recommended Procedures for Implementation of DMG Special Publication 117, Guidelines for analyzing and mitigating landslide hazards in California: organized by the Southern California Earthquake Center.

**Review Conclusion: Geotechnical Submittal Complete**

Mr. Robinson:

As requested, IGES has reviewed the referenced submittal for compliance with Wasatch County Ordinance and to assess whether AGEC has reasonably complied with the professional standard of practice for geotechnical investigations in the area.

**Project Description**

The subject report is for the 490-acre Tuhaye Annexation development, located east of and adjacent to the existing Tuhaye residential development, south of SR-248. The project will consist of an expansion of the Tuhaye residential subdivision, and will include residential lots with accompanying interior roadways, joint utilities, and landscaping. Grading plans were not available for our review.

**Review**

The geotechnical report is essentially complete; however, the report is *preliminary* and does not address issues that generally pertain to proposed grading, such as slope stability of engineered slopes, drainage, etc., since it appears a grading plan was not yet complete at the time of the geotechnical work. IGES assumes these issues will be addressed for the

*Tukwye Annexation, Wasatch County, Utah - Geotechnical Review*

final geotechnical study, which would necessarily require a largely complete grading plan. To that end, IGES has provided the following comments for consideration by the Geotechnical Consultant; a response by AGECE is not required.

#### Comments and Recommendations

1. Section B.1 *Foundations* – the report indicates the following: “*If a footing would bear partially on bedrock and partially on soil or structural fill, the footing should be extended down bear entirely on the bedrock or at least 2 feet of structural fill should be provided below the footing.*” AGECE may wish to clarify if the recommended minimum of 2 feet of structural fill is recommended below the entire foundation, or just below areas where over-excavation to bedrock is performed.
2. Section D.2 *Subgrade Walls and Retaining Structures* – in consideration of the topographic relief across the site, AGECE may wish to consider reporting lateral earth pressures where sloping backfill is present, or provide guidance where there is a sloped backslope (not flat).
3. IGES recommends that AGECE conduct a *Grading Plan Review* once a final grading plan is available to assess compatibility with their recommendations (IGES assumes this would be accomplished as a stand-alone submittal or as part of the final geotechnical study); slope stability analysis should be performed for engineered slopes, as needed. AGECE should address any and all issues pertaining to engineered slopes (cut slopes, fill slopes) and any fill sections, including but not necessarily limited to:
  - Static and seismic stability of representative cut and fill slopes
  - Keyways, benching, grading of slopes, and compaction of slope face
  - Erosion protection
  - Both surface drainage and subsurface drainage of slopes or deep fill sections (especially canyon fills, if any); and
  - Settlement of deep fill sections, which may include estimated time to primary settlement, estimated total settlement, and settlement monitoring/settlement monuments, if deemed appropriate.

Representative geologic cross-sections should be presented to support the slope stability analysis – geologic cross-sections should be prepared by a *licensed geologist* since geologic interpretation is made. Furthermore, engineering characteristics of all earth material modeled should be substantiated with data, such as in situ testing or laboratory testing, or correlation with index properties of soil. Slope stability (if performed) should be completed in general accordance with Blake et al. (2002) or a similar and accepted published guideline.

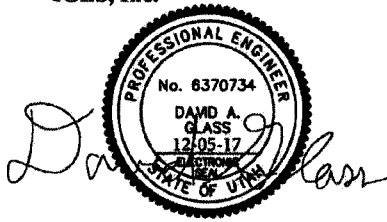


*Tubaxe Annexation, Wasatch County, Utah - Geotechnical Review*

**Closure**

This review has been completed based solely on the data presented in the referenced document, which is considered to be accurate and honest in its presentation. IGES has not performed testing, calculations or other analyses to verify the accuracy of the information presented. The responsibility of the findings, conclusions and recommendations provided in the report are the sole responsibility of the consulting company who performed the work.

**Respectfully Submitted,  
IGES, Inc.**



**David A. Glass, P.E.  
Senior Geotechnical Engineer**

December 5, 2017

Wasatch County  
Attn: Mike Davis  
25 North Main  
Heber, UT 84032

RE: Tuhaye, Master Plan Amendment Review

Mr. Davis,

REDUS Park City LLC is requesting a master plan amendment to the existing Tuhaye master plan. The amendment would add approximately 500 acres to the development but leave the approved density the same thus spreading the density over a larger area. As part of the application I reviewed the 18 page conceptual drawings prepared by Hart Howerton, the engineering drawings prepared by Epic Engineering, the traffic report by Hales Engineering, and the geohazards and geotechnical reports prepared by AGECE.

In general spreading the density over a larger area, in essence creating more open space, is a good thing. However there will be some challenges with the new plan. Overall the new ground is steeper and not as easy to develop as the ground covered under existing master plan. Below are my concerns and comments.

- The road standard proposed does not meet any of the current road standards under the code. My understanding is the roads would be allowed to match the already existing roads in the development. The section would be a 50' right of way with 26' wide asphalt road with curb and gutter and no sidewalk. I have no issue with this section. It has worked very well in Tuhaye and in Victory ranch where the density is spread out reducing the problems of on street parking and snow removal. The curbing is also a very good way to control the storm water as apposed to gravel shoulders and a "V" ditch. The final plan will have to include the other requirements of the code shown on the cross sections like top soil and seeding, guardrail if required, and added granular if poor sub grade soils exist.
- The roads will have to meet the other requirements of the code like minimum 80' diameter cul de sacs, 5% grades through intersections for 112' from centerline of intersections, maximum 10% road grades, and angle of intersections.
- One of the biggest challenges I see with the proposed plans is access to the lots. The engineering drawings show the roads crossing existing 30% or greater slopes requiring larger cut or fill slopes and potentially retaining walls. There are many areas on the drawings where there are retaining walls shown the entire length of a potential lot frontage. That won't work. My recommendation is the developer be required to build driveway access to challenging lots with the overall grading of the project. This has been a requirement on other county projects like Deer Crest and Victory Ranch. The reason for this is the lot should at least have a viable access. But with retaining walls, heated driveway systems, and other engineering practices a viable access could be built through some difficult conditions. With that said the county does not want extensive work completed in the right of way that could

compromise existing slopes or retaining walls by a private lot owner. This work should be done with the overall grading of the project.

I believe the above issues can be addressed throughout the preliminary and final design process and have no objections to approving the amended master plan.

If you have any questions or would like to discuss feel free to call me at 435 671-5034.

Sincerely,

A handwritten signature in black ink, appearing to read "Andy Dahmen". The signature is fluid and cursive, with a long horizontal stroke at the end.

Andy Dahmen, PE  
Wasatch County, Consulting Engineer

Cc: Doug Smith  
Luke Robinson  
File

*Protecting our water resources and the environment*

**DESERT ROSE ENVIRONMENTAL, LLC**

3258 Big Spruce Way  
Park City, UT 84098  
801-580-9692

December 5, 2017

Doug Smith, Wasatch County Planner  
Wasatch County Planning Office  
55 S 500 East  
Heber, UT 84032

RE: Tuhaye Amended Master Plan

Dear Doug,

I have had a chance to complete a review of the Tuhaye Amended Master Plan documents. REDUS Park City LLC ("REDUS") is owner of the undeveloped lands at Tuhaye, along with the former Am---Eagle parcel west of Tuhaye. Through foreclosure, REDUS assumed Declarant Rights at Tuhaye and is now in the role of master developer. REDUS' holdings include 88 platted lots within the Tuhaye community along with all of the unplatted lands within the 1250 acres covered by the Tuhaye Master Plan ("Current Tuhaye Area"). REDUS is also owner of approximately 475 acres of contiguous lands to the west of the Tuhaye community referred to as the "Tuhaye Annexation Area". REDUS desires to amend the Tuhaye Master Plan and Development Agreement to incorporate these 475 acres into the Amended Tuhaye Master Plan. The approved density of 900 Equivalent Residential Units ("ERUs") would remain unchanged, however it would be spread over the entire 1,725 acres. With the additional land, approved density in Tuhaye would drop from 0.72 ERU/acre to 0.52 ERU/acre.

The review and recommendations that I have prepared are based mainly on issues that could have a detrimental effect on the water quality of that area, as that is the main concern for the Provo River Watershed Council (PRWC). As such I focused the review on the following areas.

- Wetland
- Soils
- Sensitive Lands
- Steep Grades
- Flood Zones
- Areas of Shallow Groundwater

The proposed site layout overall has very few sensitive areas that will cause concern for development. There are some steep slopes, wetlands, and other physical constraints within the property. The Natural Resources Inventory specifically identified several potential areas with wetland characteristics. An ephemeral drainage was identified north of the area of proposed development in the Gateway neighborhood. A detailed wetland delineation study would have to be completed during spring growing season to confirm or deny presence of wetlands or channel segments that would be regulated under Section 404 of the CWA. The Wasatch County Development Code has required setbacks from these features which will also need to be adhered to during design.

The expansion into the Annexation Area could have minor impact to water quality during construction. A detailed erosion control plan and Storm Water Pollution Prevention Plan (SWPPP) need to be completed and submitted for approval prior to construction activities and operations.

December 5, 2017  
Page Two  
Doug Smith

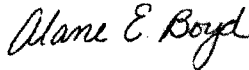
According to the Geohazards study no fault lines or landslide hazards exist. The soil is similar to that in the other areas of Tuhaye and is suitable for development.

Appropriate locations for snow storage need to be identified at time of Preliminary Plat review and approval. Snow storage areas will be required to maintain water quality as the stored snow melts.

Generally, additional development closer to the Jordanelle Reservoir is always a concern in that it might impact water quality. But, since REDUS is not proposing additional density there may only be minor reasons for additional concern. Diligent efforts will have to be made to ensure that the development within the Tuhaye Annexation Area is designed with sensitivity to the environment.

If you have any questions, please feel free to contact me at 801-580-9692.

Sincerely,



Alane E. Boyd, P.E.  
Principal

AEB:aeb

Cc: Luke Robinson, Wasatch County  
Travis Hair, Wasatch County  
Sandy Wingert, Division of Water Quality

# DRC Sign Off for Planning Commission Items

(Without each individual signature recommending the item can go forward, items will not be advertised)

**Name of Proposal:** REDUS Park City LLC - Tuhaye - Master Plan Amendment      **Type of Approval:**  
Master Plan Amendment

**Date of intended Planning Commission Meeting:** December 14, 2017

By signing this sheet you are stating that according to the requirements of your department, this item is ready for whatever approval is listed above. The County Manager signs last. A signature does not necessarily mean that your item will be on the final Planning Commission agenda. Applicable departments must have a recommendation for approval or items may be continued.

---

**Health Department:** Tracy Richardson  
Comments: JSSD Sewer and Water

---

**Engineering:** Michael Davis  
Comments: Some of the proposed cul-de-sacs and intersection grades may not meet County code requirements and may not be feasible.

---

**Recorder:** PEGGY SULSER  
Comments: N/A

---

**Fire:** WCFD  
Comments:  
Any road in excess of 1300 feet must be provided with secondary access.  
All gates must be SOS activated and approved by the Fire District.

---

**Water Resources:** Steve Farrell  
Comments: OK per Steve Farrell

---

**Public Works:** Brandon Cluff  
Comments: None

---

**JSSD/Twin Creeks/North Village:** Ron Phillips  
Comments: 1. Developer to address/respond to items outlined  
in the feasibility letter.  
2. Developer to include in the next submittal a

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detailed overall water and sewer layout plan that includes the Tuhaye Annexation Area.

3. Developer shall enter into a development agreement with JSSD prior to JSSD issuing a will serve letter. Both will occur prior to the Preliminary Plan going to the Planning Commission.

---

**Building Department: Robert Mc**  
**Comments: No comment**

**GIS/Addressing: Ivan Spencer**  
**Comments: No addresses needed at this time.**

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**Sheriff: Todd L. Bonner**  
**Comments: N/A**

**Surveyor: J. C. Kaiserman**  
**Comments: No comments.**

---

**Planning/Trails: Travis Hair**  
**Comments: A staff report will be provided.**

**Housing Authority: Wasatch County Housing Authority**  
**Comments: Developer is required to come to an agreement with the County in regards to affordable housing before final approval.**

Jeffery M Bradshaw

Executive Director

---

**Manager: Michael Davis**  
**Comments: Proposed road profile for private roads is ok. County roads need to meet County standard. All roads must meet County standards for road grade and intersection grades. Exit road towards Kamas must be paved as condition.**

**Assessor:**  
**Comments: No objections noted**

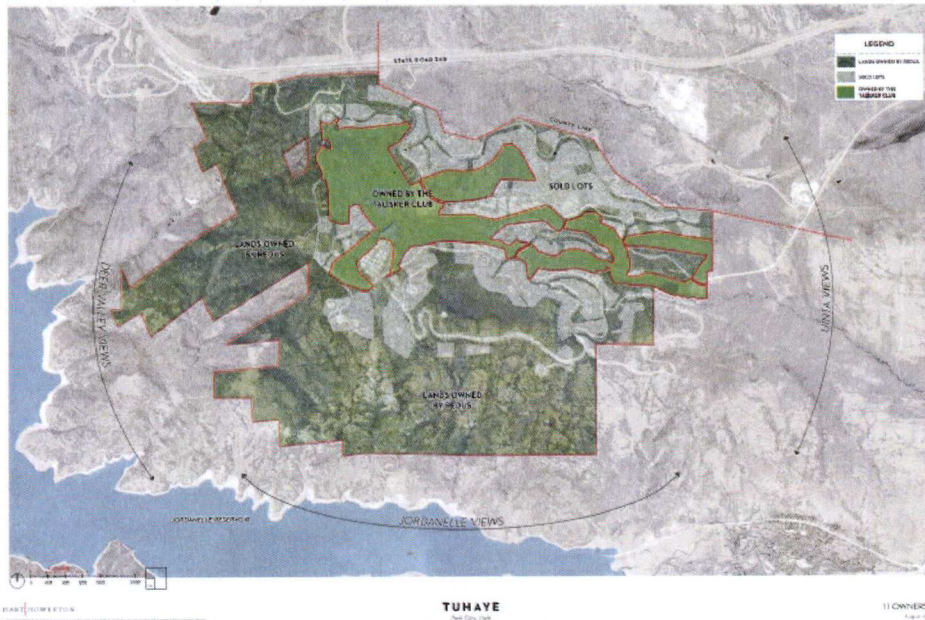
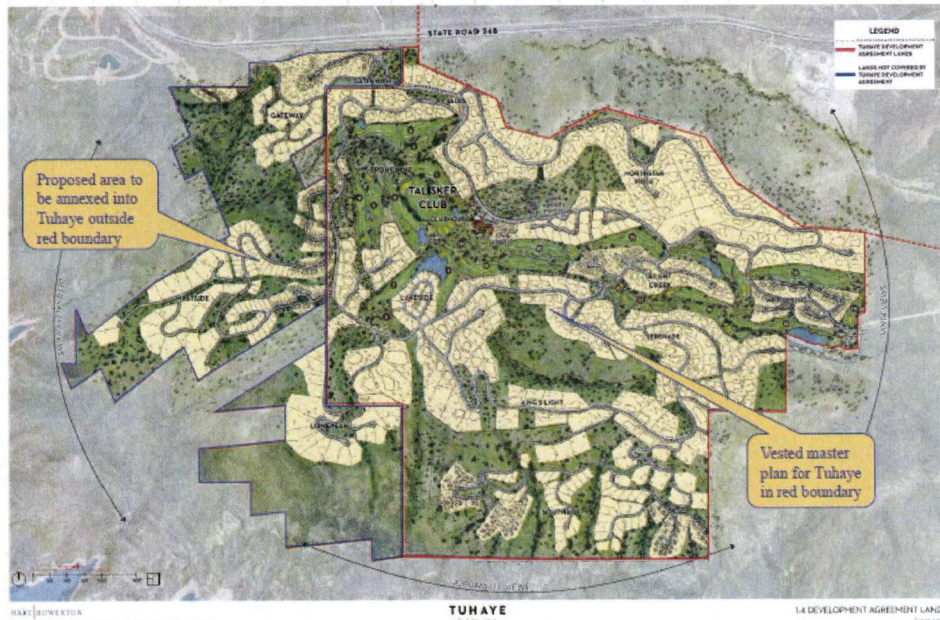
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**Outside Emails were Sent\***



Douglas Ogilvy representative for REDUS Park City LLC., is requesting amended master plan approval for the Tuhaye development. The master plan amendment would add approximately 500 acres to the west of the existing Tuhaye project while maintaining the original density number of 900 ERUs for the entire 1,750 acres. Tuhaye is located on the south side of Highway 248 west of the Wasatch/Summit County line. The amendment involves some or all of Sections 21, 22, 23, 26, 27 and 28 of Township 2 South Range 5 East in the JBOZ (Jordanelle Basin Overlay Zone).





## Development Summary:

- 1,250 acre original master plan
- 475 acres proposed to be annexed for a total acreage of 1,725
- 900 Units, based on the original density determination on 1,250 acres, proposed to be spread over the entire property
- 271 sold lots within the Tuhaye development with approximately 90 completed homes.
- 88 platted undeveloped lots owned by REDUS
- Future development is proposed to be 309 duplexes and townhomes and 232 additional single family lots
- 43% (746 acres) open Space

Page 5

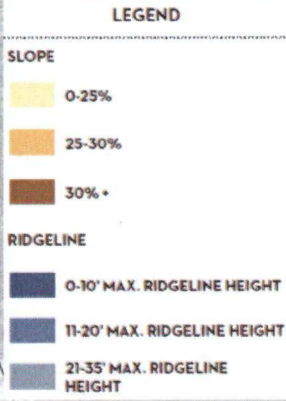
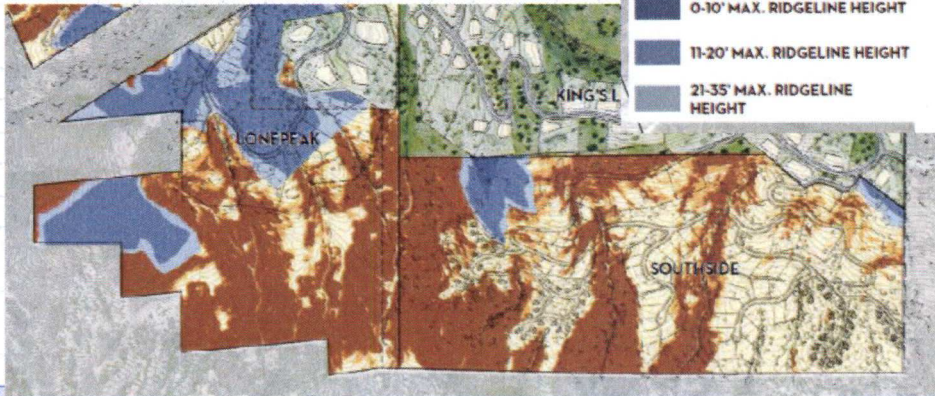
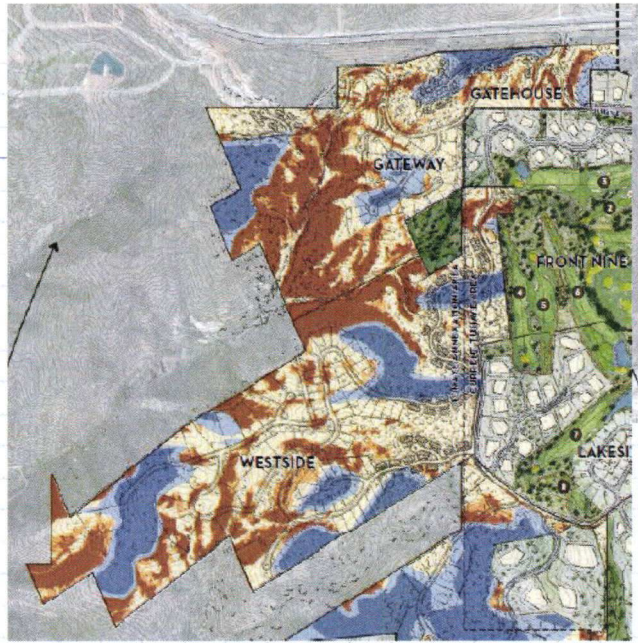
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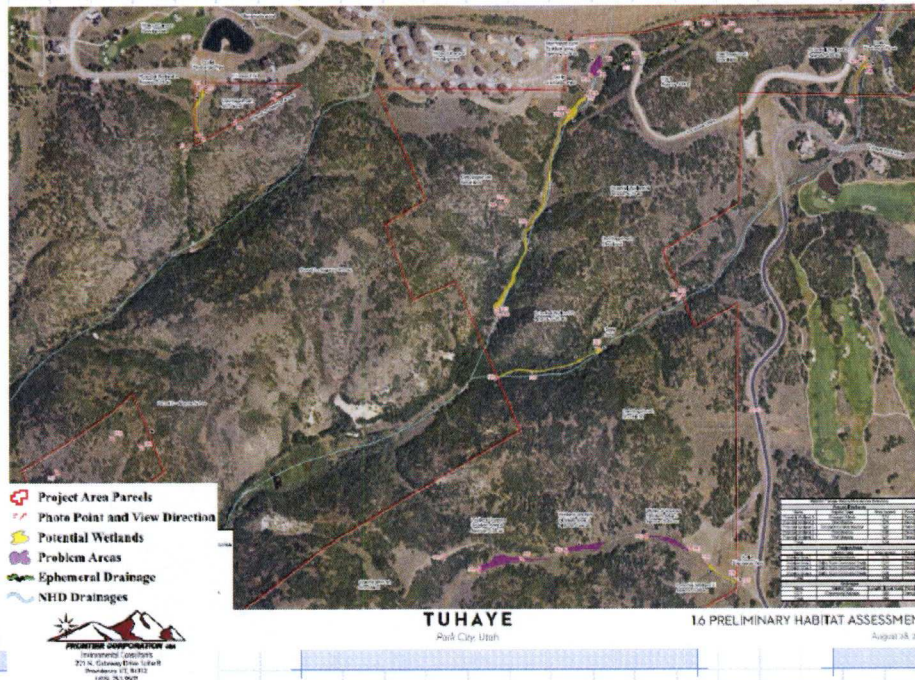
### Constraints Analysis:



TUHAYE

IS CONSULTANTS





## Constraints Analysis:

- The project will not consist of any building envelopes on natural slopes over thirty (30%) percent grade. *There are some steep slopes on the site. Anything over 30% slope is not buildable. 25-30% slopes are buildable with site specific soils reports and recommendations. There are some marginal lots that will require a closer review at preliminary in the Westside parcel as well as some of the other parcels. There may need to be designated building envelopes on some of the lots identifying areas under 30% slope.*
- The project will not show any structures within fifty (50) feet of any fault line. *The application states that this is not applicable. According to the AGEC report the nearest fault is located 21 miles to the west of the site.*
- The project will not consist of activities on or disturbance of any wetland area, except as approved by the Army Corps of Engineers. *In a letter dated October 10, 2017 from the applicant's consultant, AGEC, no evidence of wetlands were encountered.*
- The project will not contain any platted lot within any landslide hazard areas, unless approved by the planning staff, planning commission or legislative body as part of the open space area. *The August 7, 2017 report from AGEC states, "Seismic ground shaking is considered the only significant geologic hazard at the site. This hazard will be mitigated through structural design. It is our professional opinion that landslide, debris flow, rockfall, surface fault rupture, tectonic subsidence and liquefaction are not significant hazards at the site."*

## Constraints Continued:

- E. The project will not consist of any development within any flood hazard area, except as provided in section 16.28.08 of this title. *There are no FEMA flood hazard areas on the site.*
- F. The project will not consist of any development within any shallow-ground water hazard areas, areas of springs or seeps or surface water areas. *No groundwater was found in any of the test holes drilled on site.*
- G. The project will not consist of any development within any areas that are recommended locations for detention basins or established road and utility corridor. *The project, for the most part, will have on-site detention. The state may require discharge permits for outfall lines into the lake.*
- H. The project will avoid any development that will protrude above any ridgelines, except as provided in Section 16.27.22. *The ridgeline impact analysis prepared by the applicant indicates that there will not be any protrusion above the ridgeline. Further lots may be limited to maximum heights in some areas. A more refined viewshed analysis is required at preliminary. Some lots may need to be moved if found to be a ridgeline issue with further review.*
- I. Full geotechnical evaluation of the site. *A soils report from the applicant has been provided and reviewed by the County review geologist. The August 7, 2017 report from AGEC states, "Seismic ground shaking is considered the only significant geologic hazard at the site. This hazard will be mitigated through structural design. It is our professional opinion that landslide, debris flow, rockfall, surface fault rupture, tectonic subsidence and liquefaction are not significant hazards at the site."*
- J. All proposed density for the project shall be approved by the Planning Commission and County Legislative Body.
- K. The project will include a concept plan showing road and lot layout, open space, etc. *A concept plan has been provided that shows the road, utility plan, trail plan, drainage plan, open space, and building layout.*

Page 11

1/19/2018

This study was conducted to evaluate geologic hazards that may affect the proposed development. The hazards evaluated are surface fault rupture, landslide, tectonic subsidence, rockfall, debris flow and liquefaction. The study included a review of geologic literature, aerial photographs and Lidar data, site reconnaissance, subsurface exploration and geologic analysis. This report has been prepared to summarize the data obtained during the study and to present our conclusions.

### CONCLUSIONS

Seismic ground shaking is considered the only significant geologic hazard at the site. This hazard will be mitigated through structural design. It is our professional opinion that landslide, debris flow, rockfall, surface fault rupture, tectonic subsidence and liquefaction are not significant hazards at the site.



State of Utah  
GOV. & HERBERT  
Governor  
SPENCER J. COX  
Lieutenant Governor

Office of the Governor  
PUBLIC LANDS POLICY COORDINATING OFFICE  
KATHLEEN CLARKE  
Director

December 14, 2017

Sent via electronic mail: [hair@wasatch.state.gov](mailto:hair@wasatch.state.gov)

Travis Hair  
Planner  
Wasatch County Planning  
25 North Main Street  
Heber City, UT 84032

Subject: **Wasatch County DRC – Tuhaya Amended Master Plan**  
RDCC Project No. 61205

Dear Mr. Hair:

The Public Lands Policy Coordinating Office received the following comments from Utah Geological Survey (UGS) concerning the proposed amendment to the Tuhaya Masterplan on the eastern side of the Jordanelle Reservoir:

Potential geologic hazards in the region that could affect the development include landsliding, problem soil including shrink/swell and/or collapsible, flash flooding/debris flow, rockfall, shallow bedrock, and indoor radon potential. Geologic hazards are best addressed early in the planning process prior to development and construction. UGS has general geologic hazard information available at its offices and online at <http://geology.utah.gov/utahgeo/hazards/index.htm>.

Thank you for the opportunity to provide comment on the proposed Tuhaya Amended Master Plan. Please direct any written questions regarding this correspondence to the Public Lands Policy Coordinating Office at the address below, or call to discuss any questions or concerns.

Sincerely,

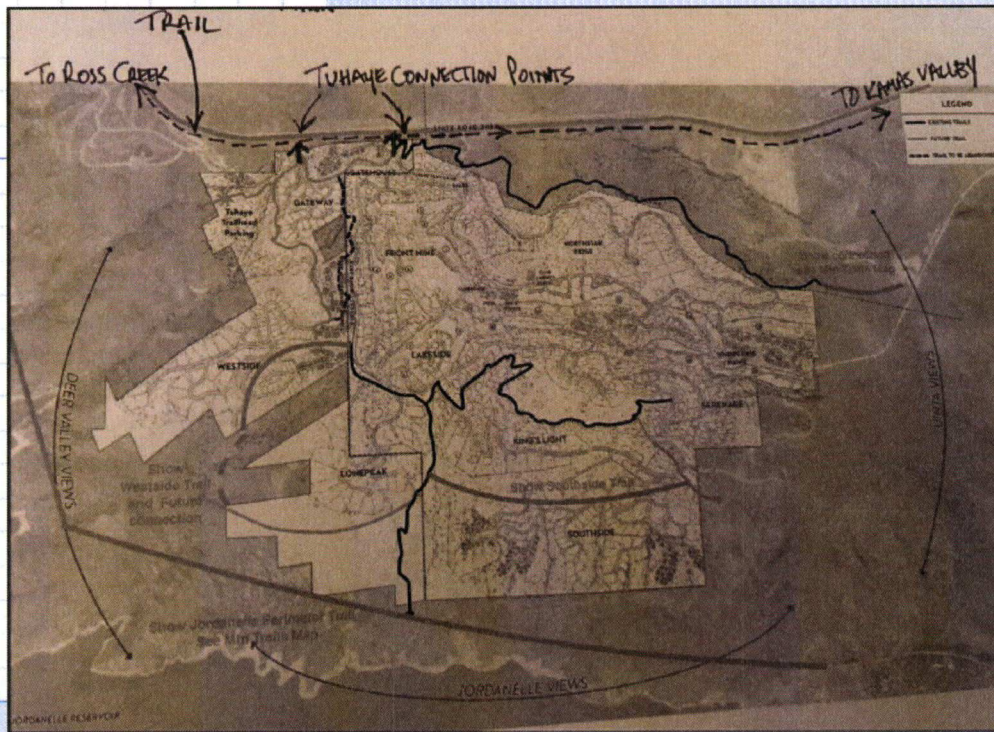
Kathleen Clarke  
Director

Page 13

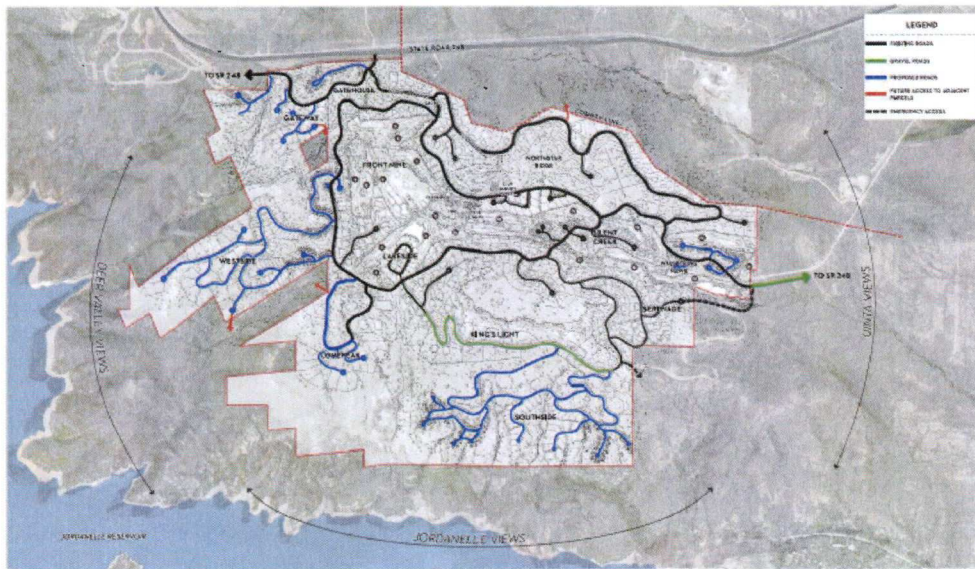
1/19/2018

### Trails Plan





### Roads



TUOHAY  
Master Plan

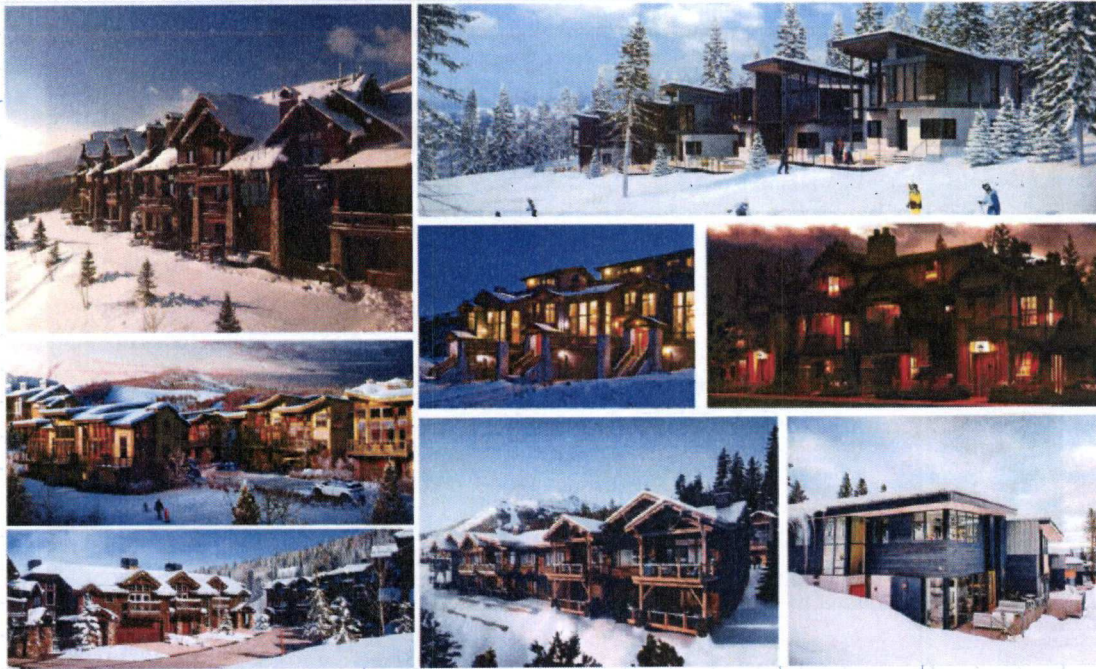
19 INFRASTRUCTURE-ROADS  
Page 18 of 20



Detached unit examples:



Attached unit examples:



### DRC Sign Off for Planning Commission Items

(Without each individual signature recommending the item can go forward, items will not be advertised)

Name of Proposal: REDUS Park City LLC - Tuhaye - Master Plan Amendment    Type of Approval: Master Plan Amendment

Date of Intended Planning Commission Meeting: December 14, 2017

By signing this sheet you are stating that according to the requirements of your department, this item is ready for whatever approval is listed above. The County Manager signs last. A signature does not necessarily mean that your item will be on the final Planning Commission agenda. Applicable departments must have a recommendation for approval or items may be continued.

Health Department: Tracy Richardson  
Comments: ISSO Sewer and Water

Engineering: Michael Davis  
Comments: Some of the proposed cut-to-cuts and intersection grades may not meet County code requirements and may not be feasible.

Recorder: PEGGY SULSER  
Comments: N/A

Fire: WCFD  
Comments:  
Any road in excess of 1300 feet must be provided with secondary access.  
All gates must be 50G activated and approved by the Fire District.

Water Resources: Steve Farrell  
Comments: OK per Steve Farrell

Public Works: Brandon Chaff  
Comments: None

ISSO/Twin Creeks/North Village: Ron Phillips  
Comments: 1. Developer to address/respond to items outlined in the feasibility letter.

2. Developer to include in the next submittal a detailed overall water and sewer layout plan that includes the Tuhaye Annexation Area

3. Developer shall enter into a development agreement with ISSO prior to ISSO issuing a will serve letter. Both will occur prior to the Preliminary Plan going to the Planning Commission.

Building Department: Robert Hie  
Comments: No comment

GIS/Addressing: Ivan Spencer  
Comments: No addresses needed at this time.

Sheriff: Todd L. Rowner  
Comments: N/A

Surveyor: J. C. Kalerman  
Comments: No comments.

Planning/Title: Trudy Holt  
Comments: A staff report will be provided.

Housing Authority: Wasatch County Housing Authority  
Comments: Developer is required to come to an agreement with the County in regards to affordable housing before final approval.

Jeffery M Breckshaw  
Executive Director

Manager: Michael Davis  
Comments: Proposed road profile for private roads is ok. County roads need to meet County standard. All roads must meet County standards for road grade and intersection grades. Exit road towards Kamas must be paved as condition.

Answers:  
Comments: No objections noted

Page 19

1/19/2018

Page 20

2 | Page

1/19/2018

**MOTION**

Commissioner King made a motion to approve the item with all its findings and conditions and forward to the County Council.

Commissioner Hendricks seconded the motion.

**VOTE (6 to 0)**

Lew Giles	<b>AYE</b>	NAY	ABSTAIN
Gerald Hayward	<b>AYE</b>	NAY	ABSTAIN
Kent King	<b>AYE</b>	NAY	ABSTAIN
Kimberly Cook	<b>AYE</b>	NAY	ABSTAIN
Mark Hendricks	<b>AYE</b>	NAY	ABSTAIN
Wendell Rigby	<b>AYE</b>	NAY	ABSTAIN

*Lew Giles*  
\_\_\_\_\_

## Proposed Findings:

- The current approvals allow for up to 900 ERU' in the existing Tuhaye master plan of 1,250 acres.
- The proposal maintains the 900 vested ERU's but spreads them out over a greater acreage.
- The proposal meets the density designations for the JBOZ.
- The soils report has been reviewed by a third party and adequately reflects the constraints at this level of review.
- The proposal is for Master Plan/Physical Constraints analysis and density determination. The project should be feasible from a master plan standpoint.
- The proposal is code compliant regarding open space.
- At preliminary review additional constraints could lower density.
- Community facilities could lower density if not specified in the existing or future development agreement.
- Affordable housing has been addressed by the construction of the Fox Bay condominiums.
- Concerns by the Planning Commission or Council relative to master plan related issues should be satisfied prior to approval.

## Proposed Conditions:

1. Compliance with the DRC report and consultant reviews as a condition of approval.
2. SR 248 is a State Highway which requires a 150' setback from the ROW for residential structures.
3. Lots and townhouses that have limited area below 30% slope must have a 5,000 square foot envelope under the 30% slope and may require a building envelope upon further review.
4. Lots with building areas between 25-30% slope must have site specific soils reports at future preliminary approvals.
5. Minimum lot and frontages widths should be no smaller than 70'.
6. The trails system, in concept, is appropriate at a master plan level. The proposal will need to be reviewed closer at preliminary when a design is provided. A looped system with public connections on all sides of the development is required. Relocated trails will need to be described in the updated DA. All public trails will need to have an "as built" description recorded. There should be open space corridors sufficient to allow for trails at 8% grades or less through the corridors. All trails are to be built in accordance with 16.38 of the Wasatch County Code and International Mountain Biking Association Standards (IMBA).

Page 23

1/19/2018

## Proposed Conditions continued:

7. The trail head design and timing will need to be detailed in the amended development agreement. The developer has agreed to move the trailhead closer to highway 248.
8. In staffs opinion representations for various building product are acceptable and comply with the intent of the JBOZ.
9. The master plan approval is not effective until a Development Agreement, containing provisions consistent with the master plan approvals, is entered into and recorded. The existing development agreement expires in approximately 7 years. An amended development agreement will be needed and a determination made on the existing development agreement.
10. Determination of ERU numbers and how they are allocated with the common amenities detailed in the development agreement.
11. Affordable housing plan to be further detailed in the development agreement.

Page 24

1/19/2018

**EXHIBIT L**  
**TUHAYE AMENDED AND RESTATED**  
**DEVELOPMENT AGREEMENT**  
**[Preliminary Application Requirements for Tuhaye]**

**Revised Preliminary Application Requirements for Tuhaye**

Subsection County Code 16.27.10 regarding Preliminary Application requirements is modified by this Exhibit L for purposes of completing the development within the Tuhaye project. County and Developer agree that Preliminary Application requirements (16.27.10 Second C 1) are amended as follows:

**1. Requirements removed:**

- Approximate time timetable for development. (C.1.e)
- Street names and numbers. (C.1.h)
- Location and elevation drawings of existing and proposed buildings, signs, dumpster and utility enclosures, fences and other structures. (C.1.l)
- Parking, access and loading plan, including required bus pullouts and/or other proposed mass transit plans. (C.1.p)
- Number of housing units with the number of bedrooms, parking stalls provided, building square footage, building footprint square footage, landscape acreage and percentage, hard surface acreage and percentage. (C.1.r)
- Fiscal analysis. (C.1.u)

**2. Requirements amended:**

- Landscaping plans replaced with landscape narrative. (C.1.g and C.1.m)
- Soils testing and geotechnical analysis as required by this title, except requirement for soils testing and analysis for lots over 25% slope moved to Final Application.
- In areas of steep slopes, application shall show proposed location of improvement envelope of 5,000 square feet or greater on lots containing slopes over 25%. (C.1.i)
- Pollution prevention plan shall be a narrative. (C.1.n (5))
- Architectural reference imagery boards provided with approved Master Plan shall be submitted rather than elevation drawings for proposed buildings. (C.1.q)
- Conceptual footprints are only required for attached development product (as opposed to detached development product such as single family homes) be provided with Preliminary Application. (C.1.q)
- Tabulation of projected ERUs as described in sheet 3 of Exhibit I, number of housing units by type, open space acreage and percentage (C.1.r).
- Viewshed analysis for Preliminary Approval satisfied with photo simulations provided for approved Master Plan. (C.1.s)

**3. Requirements shall be addressed at Final Application for each phase rather than at Preliminary Application:**

- Commercial or mixed use areas will require sidewalks but are not required to be shown at preliminary. They will be shown at Final Application as part of that submittal (C.1.h)
- Soils testing and geotechnical analysis for individual lots containing over 25% slopes (C.1.i)
- In areas of steep slopes, the plat shall show proposed location of improvement envelope of 5,000 square feet or greater on lots containing slopes over 25% (C.1.i)
- Parking requirement for Community Facilities (C.1.r)
- Detailed viewshed analysis to be provided for each phase. As appropriate, Final Application for each phase shall include no build zones or ridge line height restrictions (C.1.s)

**EXHIBIT M**  
**EMERGENCY BERG ACCESS DEPICTION**

