

When Recorded return to:  
J. Craig Smith  
175 South Main Street, #300  
Salt Lake City, UT 84111

JCS Draft 11/21/15

***SECOND AMENDMENT TO***  
**DEVELOPMENT AGREEMENT**  
**FOR THE CANYON LAND RESORT PROJECT**  
**KANE COUNTY, UTAH**  
**Dated February 13, 2006**

This Second Amendment To The “Development Agreement For The Canyon Land Resort Project, Kane County, Utah dated February 13, 2006” (“**Amendment**”) is made this of \_\_\_\_\_, 2015 by and between Canyon Land Development, LLC a Utah Limited Liability Company (“**Master Developer**”) and KANE COUNTY a county and political subdivision of the State of Utah, (the “**County**”), (collectively, the “**Parties**”)

**RECITALS:**

- A.** Master Developer and the County entered into a written Development Agreement on February 13, 2006 (“**2006 Development Agreement**”) a copy of which is attached hereto as **Exhibit 1** and is incorporated herein by reference and made a part hereof, under which the parties agreed on certain zoning and entitlements concerning properties owned by Master Developer; and
- B.** Master Developer and the County entered into a First Amendment to the 2006 Development Agreement on September 9, 2013 (“**First Amendment**”) a copy of which is attached hereto as **Exhibit 2** and is incorporated herein by reference and made a part hereof, under which the parties agreed to amend the 2006 Development Agreement; and
- C.** The Parties wish to clarify the approved uses of Common Area of the Project for support, accessory and recreational activities such as camping for guests of the Amangiri Resort; and
- D.** The Parties desire to explicitly permit development for such accessory, support and recreational uses and subject that development to the benefits and burdens of the 2006 Development Agreement; and
- E.** The Parties find it necessary and beneficial to amend the 2006 Development Agreement to facilitate the foregoing,

**NOW, THEREFORE**, in consideration of their mutual covenants, conditions and terms as more fully set forth below, Master Developer and the County agree to amend the 2006 Development Agreement as follows:

1. **Amendment of Paragraph 9.2 (Recreational and Accessory Uses in Common Areas)**. Paragraph 9.2 is amended in its entirety to read as follows:

**9.2 Recreational, Wellness, Support and Accessory Buildings, Facilities, Structures and Allowed Uses in Common Areas.** The Parties agree that Master Developer, or its successors and assigns, may utilize the common areas to construct, maintain and operate recreational wellness, support, accessory facilities, buildings and structures, including but not limited to, permanent and temporary facilities, buildings, and structures to facilitate the use of the common areas for wellness and spa facilities, camping type activities, and related uses consistent with the amenities, luxury, level of service, and overall experience provided at the Amangiri Hotel and Spa. Also, the common areas may be utilized for permanent and temporary buildings, facilities, and structures to provide gathering areas, meeting rooms, restrooms, lounges, kitchens, dining facilities, equestrian, mountain biking, hiking, climbing, treatment and spa facilities, and other recreational and wellness activities, as well as support, accessory, and storage buildings, structures and facilities for the Hotel and Spa, its guests, employees and others. Such buildings, structures and facilities, including those providing overnight accommodations in the common areas, shall not be included in calculating the residential density allowed in this Agreement. The Master Developer, or its successors and assigns, shall comply with all applicable building and land use regulations to obtain construction approval for such recreational, wellness, support, and accessory buildings, facilities, and structures, including the submission and approval of a site plan and building permits for such building facilities, and structures.

2. **Continuing Force and Effect of Development Agreement:** Except as specifically provided in this Amendment, all terms, conditions and provisions of the 2006 Development Agreement and the First Amendment thereto shall remain the same and of continuing force and effect.

3. **Binding Effect:** This Amendment shall be binding on the respective successors and assigns of the parties in the same manner as the 2006 Development Agreement and the First Amendment thereto.

4. **Construction:** This Amendment and its provisions shall be deemed as having been prepared jointly by both parties and shall not be construed for or against either.

**IN WITNESS WHEREOF**, this Amendment to the 2006 Development Agreement shall be deemed as executed and effective on the date first written above.

[Signatures on following page.]

**KANE COUNTY**

**CANYON LAND DEVELOPMENT, LLC**  
a Utah limited liability company

By \_\_\_\_\_  
Dirk Clayson, Chair  
Kane County Commission

By \_\_\_\_\_  
Homi Vazifdar, CEO and Director

Attest:

By \_\_\_\_\_  
Karla Johnson, County Clerk

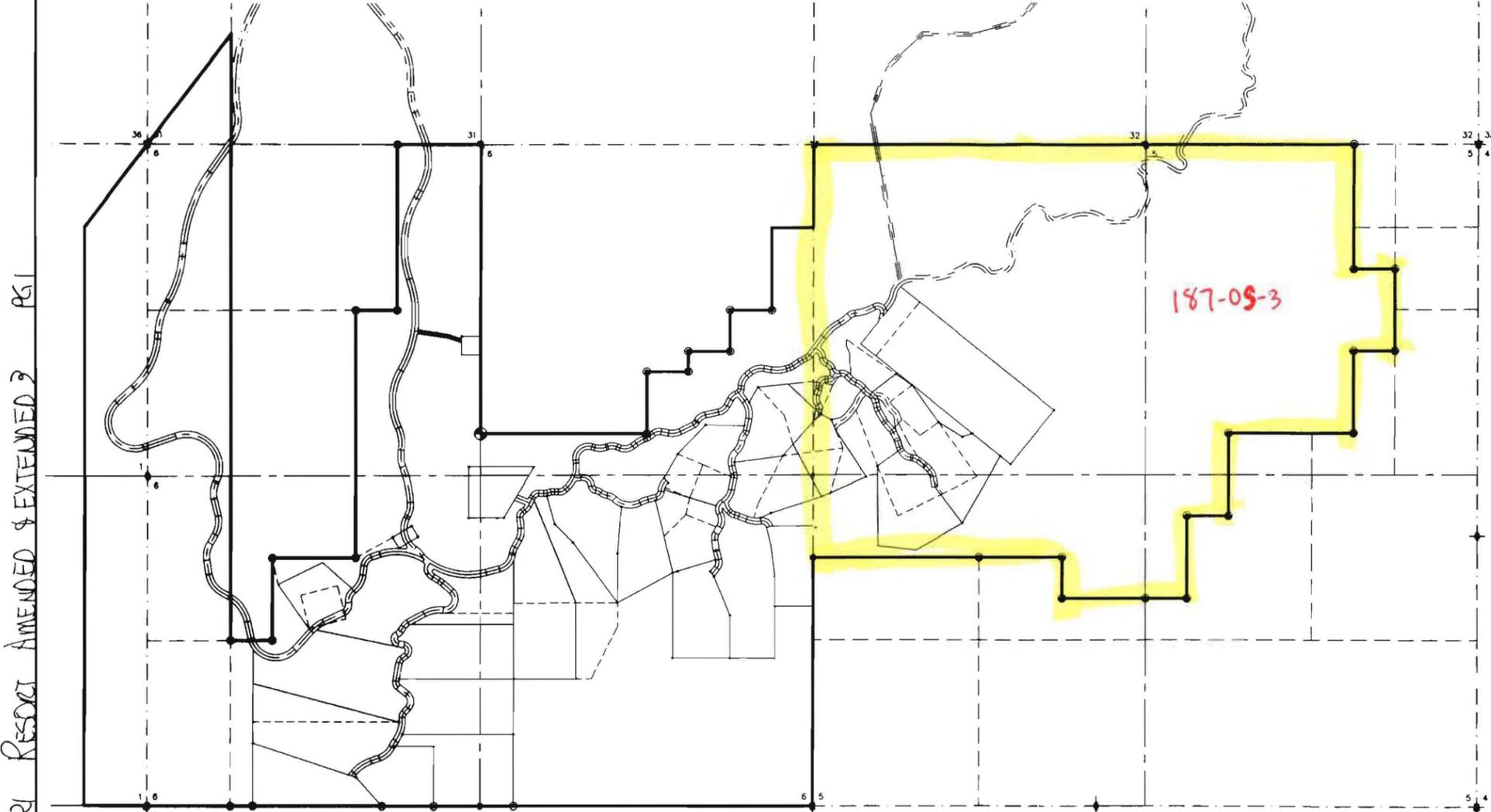
# AMANGIRI RESORT AMENDED AND EXTENDED 3

## A PLANNED UNIT DEVELOPMENT



SECTION 31  
TOWNSHIP 43 SOUTH, RANGE 3 EAST  
8 SECTIONS 5 & 6

SECTION 1  
TOWNSHIP 44 SOUTH, RANGE 2 EAST  
SALT LAKE BASE AND MERIDIAN



187- AMANGIRI RESORT AMENDED & EXTENDED 3 P&I

187-

**SURVEYOR'S CERTIFICATE**  
I, Thomas W. Avanti, Kanab, Utah, do hereby certify that I am a Registered Professional Land Surveyor, and that I hold Certificate of Registration (License) 5561917, as prescribed under the laws of the State of Utah. I further certify that this plot correctly represents a survey made by me or under my direction in conformance with the laws and accepted methods and procedures of surveying, by the authority of the Director, to be known hereafter as **Amangiri Resort Amended and Extended 3** and that said tract of Land has been re-subdivided into building lots, private roads, easements, and open area, and that the same has been correctly surveyed and staked on the ground, being more particularly described as follows:

**Boundary Description:**  
BEGINNING at the Northwest Corner of Section 5, Township 44 South, Range 3 East, Salt Lake Base and Meridian and running: thence South 89°54'57" East 2639.24 feet along the Section Line to the North Quarter Corner of said Section 5; thence South 89°54'12" East 1849.10 feet, along the Section Line; thence South 0°09'48" West 987.54 feet; thence South 89°54'29" East 329.57 feet; thence South 0°10'42" West 658.34 feet; thence North 89°54'40" West 329.40 feet; thence South 0°09'48" West 658.36 feet; thence North 89°54'51" West 987.68 feet; thence South 0°06'34" West 658.56 feet; thence North 89°54'29" West 329.11 feet; thence South 0°05'41" West 658.63 feet; thence North 89°53'32" West 329.05 feet; thence North 89°54'48" West 660.42 feet; thence North 0°05'57" East 329.26 feet; thence North 89°54'50" West 660.36 feet; thence North 89°53'53" West 1320.19 feet, to a point on the East Line of Section 6, Township 44 South, Range 3 East, Salt Lake Base and Meridian; thence South 0°08'37" West 1973.40 feet, along said East Line to the Southeast Corner of said Section 6; thence South 89°59'49" West 2639.42 feet, along the Section Line to the South Quarter Corner of said Section 6; thence South 89°59'49" West 2642.06 feet, along the Section Line, to the Southwest Corner of said Section 6; thence, along the South Section Line of Section 1, Township 44 South, Range 2 East, Salt Lake Base and Meridian, North 89°51'10" West 500.00 feet; thence North 0°12'44" East 2633.20 feet, to the east-west M Line of said Section 3; thence, North 0°02'15" East 1986.58 feet; thence North 37°16'57" East 826.14 feet, to the Section Corner common to said Sections 1 and 6 and Section 31, Township 43 South, Range 3 East, Salt Lake Base and Meridian; thence North 37°16'57" East 1091.94 feet; thence South 0°03'21" West 870.23 feet, to the Section Line of said Sections 31 and 6; thence South 0°03'11" West 2643.86 feet, to the east-west M Line of said Section 6; thence South 0°11'02" West 1316.54 feet; thence North 89°59'33" East 330.28 feet; thence North 0°10'12" East 658.28 feet; thence North 89°59'25" East 659.79 feet; thence North 0°08'56" East 658.30 feet; thence North 0°05'00" East 1320.77 feet; thence South 89°56'41" East 329.95 feet; thence North 0°05'53" East 1320.38 feet, to a point on the North Line of said Section 6; thence South 89°52'39" East 660.59 feet, to the North Quarter Corner of said Section 6; thence North 0°07'41" West 2309.31 feet; thence South 89°56'25" East 1320.28 feet; thence North 0°04'04" East 484.57 feet; thence North 89°51'33" East 329.85 feet; thence North 0°04'52" East 183.88 feet; thence South 89°58'36" East 330.31 feet; thence North 0°06'30" East 329.78 feet; thence South 89°54'57" East 329.82 feet; thence North 0°06'01" East 658.88 feet; thence South 89°55'24" East 330.23 feet, to a point on the East Line of said Section 6; thence North 0°07'07" East 658.96 feet, along said East Line to the POINT OF BEGINNING, containing 815.47 acres (more or less).

Thomas W. Avanti  
Professional Land Surveyor  
Utah License Number - 5561917  
Date: 2/14/13

**OWNER'S DEDICATION**  
Know all men by these presents that we, the Undersigned Owners of the hereon described Tracts of Land, do consent to the preparation and recording of this Planned Unit Development and Subject to any conditions and restrictions stated hereon, have caused the same to be subdivided into Lots, Open Area, Private Roads and Easements, and does hereby Outclaim and Dedicate for Public Use as a non-exclusive Public Utility Easement, pursuant to Utah Code Ann. § 24-2-2, the following described Tract of Land: The Power Line Easement as shown on the Plot.  
IN WITNESS we have hereunto set our hands this 19 day of February, 2013

Homi Vazifdar, by Resolution for Page One, L.L.C.  
101 Larkspur Landing Cir., Ste 310  
Larkspur, CA 94939

Homi Vazifdar, C.E.O. AND Director for Canyon Land Development, L.L.C.  
101 Larkspur Landing Cir., Ste 310  
Larkspur, CA 94939

for WestLB AG, New York Branch for Consent of Mortgagees of Record  
11111 Avenue of the Americas  
New York, NY 10036

**ACKNOWLEDGMENT**  
STATE OF California )  
COUNTY OF Marin ) ss.  
Subscribed and sworn before me on this 19th day of February, 2013, by Homi Vazifdar, proved to me on the basis of satisfactory evidence to be the person who appeared before me.  
Name York #1863100  
NOTARY PUBLIC  
My Commission Expires Sept. 25, 2013

**ACKNOWLEDGMENT**  
STATE OF NEW YORK )  
COUNTY OF NEW YORK ) ss.  
On this 14th day of March, 2013, before me, the Undersigned, personally appeared [Name], who, being duly sworn did depose and say that he is a duly authorized signatory of WestLB AG, New York Branch, the Joint Stock Company described in and which executed that above instrument, and that he signed his name thereto by authority of WestLB AG, New York Branch. Being the Mortgagee of Record of the "Amangiri Resort Amended", Kane County, Utah, hereby consents to the recordation of the above entitled subdivision and hereby consents to the dedication and conveying of all easements as shown.  
Authorizing Signatory  
Notary Public: KETVEN H. COHEN  
My Commission Expires: QUALIFIED IN WESTCHESTER COUNTY COMMISSION EXPIRES 11/26/2013

**COUNTY ATTORNEY CERTIFICATE**  
I, Daniel W. Thibault, Attorney for Kane County, do hereby certify that I have examined the above PUD plot and said plot meets the requirements of Kane County and I hereby recommend for approval this 21st day of November, 2013.  
Notary Public: DANIEL W. THIBAUT  
My Commission Expires: 11/21/13  
RECORDED AND FILED AT THE REQUEST OF: TC ENG

**CERTIFICATE OF RECORDING**  
I, Verlene Parulis, Recorder of Kane County, do hereby certify that above PUD plot was filed for recording in my office this 21st day of November, 2013.  
KANE COUNTY RECORDER ENTRY NO. 16000  
DATE 11/21/13 BOOK PAGE 3360  
RECORDED AND FILED AT THE REQUEST OF: TC ENG

DATE:	2/14/13
BY:	THOMAS W. AVANTI
PROFESSION:	PROFESSIONAL LAND SURVEYOR
UTAH LICENSE NO.:	5561917
COUNTY:	KANE COUNTY
PROJECT:	AMANGIRI RESORT AMENDED & EXTENDED 3

AMANGIRI RESORT AMENDED 3  
TITLE SHEET  
KANE COUNTY, UT  
SCALE: 1"=500'  
REDUCE SCALE BY 1/2 FOR 11x17 DRAWINGS



TC ENGINEERING, PC  
A "DESIGN-BUILD" FIRM  
EXCELLENCE...ON TIME!  
DANIEL W. THIBAUT, P.E.  
P.O. BOX 55, KANAB, UTAH 84741  
(435)644-2031 (888)644-2031  
(435)689-0155

DRAWN BY: TWA  
1 OF 11  
SHEET: Amended Plot

**ACKNOWLEDGMENT**  
STATE OF )  
COUNTY OF ) ss.  
On this 10 day of OCTOBER, 2013, before me, the Undersigned, personally appeared Kevin S. Carter, Director of State of Utah, Schools and Institutional Trust Land Administration (SITLA), who, being duly sworn did depose and say that he is a duly authorized signatory of SITLA and which executed that above instrument; and that he signed his name thereto by authority of SITLA and hereby consents to the recordation of the above entitled subdivision and hereby consents to the dedication and conveying of all easements as shown.  
Notary Public: Cam #1: 612535 S.L. County Exp: 8-9-15

**OWNER'S DEDICATION**  
Know all men by these presents that we, the Undersigned Owners of the hereon described Tracts of Land, do consent to the preparation and recording of this Planned Unit Development and Subject to any conditions and restrictions stated hereon, have caused the same to be subdivided into Lots, Open Area, Private Roads and Easements, and does hereby Outclaim and Dedicate for Public Use as a non-exclusive Public Utility Easement, pursuant to Utah Code Ann. § 24-2-2, the following described Tract of Land: The Power Line Easement as shown on the Plot and hereby consents to the dedication and conveying of all easements as shown. Excepting and reserving to the State of Utah all coal, oil and gas, and other mineral deposits in the subject lands.  
IN WITNESS we have hereunto set our hands this 10 day of OCTOBER, 2013.  
Approved as to Form: Michelle P. Whitcomb, Special Assistant Attorney General

- LEGEND:**
- FOUND MAG NAIL
  - FOUND MONUMENT AS NOTED
  - FOUND REBAR AND GAP LABELED LS 18784
  - FOUND REBAR AND CAP LABELED LS 165634
  - SET REBAR AND CAP LABELED TC ENG. PLS 5561917
  - POINT NOT SET DUE TO INACCESSIBLE LOCATION
  - ! FOUND SECTION MONUMENT AS NOTED
- PROJECT BOUNDARY
  - SECTION LINE
  - - - X SECTION LINE
  - - - ALIQUOT PART LINE
  - - - PARCEL LINE
  - - - PARCEL LINE TO ABANDONED
  - - - ROAD CENTER LINE
  - - - EASEMENT CL
  - [ ] RECORD BEARING AND DISTANCE

**BLANKETS**  
The purpose of amending this Plot was to adjust, add and combine some of the Lots due to construction requirements of the structures within the subdivision and to add the Hiking Trails.  
1. Utility easements are located within the road right-of-way, except as shown on this Plot or as described in Note 3.  
2. The areas identified as "Open Area" are intended to be preserved as Open Area in perpetuity with no further development rights, other than those for limited recreational facilities and uses as more fully described in a Declaration of Covenants, Conditions and Restrictions recorded with this Plot in the Office of the Kane County Recorder.  
3. Private driveways and turnarounds to be constructed to International Fire Code Standards to ingress/egress and utility easements as deemed necessary by the Developer and Utility Companies to construct said driveways, turnarounds and utilities.

Properly Zoned: Commercial PUD  
Number of Residential Lots: 24

**COUNTY SURVEYOR CERTIFICATE**  
I, Scott P. Woodruff, the Kane County Surveyor do hereby certify that this office has examined the above PUD plot, and have determined that it is correct and in accordance with information on file in this office and recommend it for approval this 20th day of May, 2013.  
KANE COUNTY SURVEYOR  
Kane County, Utah

**APPROVAL OF THE LAND USE AUTHORITY**  
On this 8 day of MAY, 2013, the Land Use Authority of Kane County, Utah, having reviewed the above PUD plot, and having found that it complies with the requirements of Kane County's planning ordinances, and by authorization of said commission hereby recommend approval of said plot for acceptance by Kane County, Utah.  
CHAIRMAN  
Kane County Land Use Authority  
Kane County, Utah

**APPROVAL AND ACCEPTANCE**  
By the Kane County Commission  
We the Kane County Commissioners have reviewed the hereon PUD plot, and by authorization of said Kane County Commission recorded in the minutes of its meeting of the 20 day of MAY, 2013, hereby accept the said plot with all commitments and all obligations pertaining thereto and is hereby ordered filed for record in the Office of the Kane County Recorder.  
CHAIRMAN  
Kane County Commission  
Kane County, Utah

**COUNTY ATTORNEY CERTIFICATE**  
I, Daniel W. Thibault, Attorney for Kane County, do hereby certify that I have examined the above PUD plot and said plot meets the requirements of Kane County and I hereby recommend for approval this 21st day of November, 2013.  
Notary Public: DANIEL W. THIBAUT  
My Commission Expires: 11/21/13  
RECORDED AND FILED AT THE REQUEST OF: TC ENG

