

03-222-0001 thru 0030

03-146-2022, 2028, 2032, 2033

2042 thru 2048

2050 thru 2054, 2071, 2072

**ADDENDUM TO THE AGREEMENT FOR DISPOSITION OF LAND
FOR PRIVATE DEVELOPMENT (ADL)**

03-146-2074 thru 2078
2079 thru 2094
2098, 2100, 2126, 2150, 2151, 2153, 2154, 2162, 2165

This Addendum to the Agreement for Disposition of Land for Private Development, hereinafter referred to as the "Addendum Agreement", entered into this 16th day of December, 1997 between the Redevelopment Agency of Brigham City, Utah, which, together with any successor public agency designated by or pursuant to law, is herein called "the Agency", a public body, corporate and politic of the State of Utah, and Brigeagle Realty Corporation, a Utah corporation, whose address is 550 Mamaroneck Avenue, Harrison, New York 10528 (the "Developer") and Eagle Point Realty Company, LLC, Attention: Mountain Realty Holdings, Inc., Supervising Manager, whose address is, 71 Warren Street, New York, NY 10007; Eagle View Realty Company, LLC, Attention: Mountain Realty Holdings, Inc., Supervising Manager, whose address is, 71 Warren Street, New York, NY 10007; and Eagle Crest Realty Company, LLC, Attention: Mountain Realty Holdings, Inc., Supervising Manager, whose address is, 71 Warren Street, New York, NY 10007 each hereinafter called a "Co-Developer").

RECITALS:

A. The Agency originally entered into an "Agreement for Disposition of Land for Private Development" on June 5, 1987 (the "ADL") by and between the Redevelopment Agency of Brigham City, Utah and Lilly Pond Associates, the former developer, who in this Addendum shall hereinafter be referred to as the "Former Developer". A copy of the ADL has been given to Developer by the Former Developer, the receipt of which is hereby acknowledged, and the ADL is incorporated herein by reference. All of the terms defined in Article 1 of the ADL shall have the same meaning in this Addendum as defined in the ADL.

B. A supplemental agreement was also made and entered into on June 14, 1994 (the "Tax Increment Agreement") between the Agency, the Former Developer, and Brigham City, a municipal corporation, (the "City") relating to an assignment of the Developer's share of the tax increment funds to be paid pursuant to the terms and conditions of the ADL to be paid to retire the indebtedness of a special improvement district bond which was issued by the City in order to construct certain improvements within the special improvement district. A copy of the Tax Increment Agreement has also been given to Developer by the Former Developer, the receipt of which is hereby acknowledged. The Developer is the assignee of the Former Developer's right, title and interest in the Tax Increment Agreement.

C. Developer acquired ownership of the Site owned by the Former Developer situated in the Project Area through a deed dated June 25, 1993. The Agency was aware of and gave approval for the Developer to acquire the site from the Former Developer.

107499 Bk 0669 Pg 1122
LuAnn Adams, Box Elder County Recorder
02/19/1998 9:38am FEE: .00 Dep:DJ
Rec'd From BRIGHAM CITY CORP

D. It is the desire of Developer to develop the Site pursuant to the terms of the ADL and this Addendum into a coordinated mixed-use development, which development shall include commercial, retail and residential uses.

E. The Agency and the Developer now find it necessary and desirable to amend portions of the ADL to provide a basis for Developer to continue to develop the Site in accordance with the provisions of the ADL by entering into this Addendum which modifies, amends, or replaces portions of the original ADL as hereinafter described.

F. For purposes of understanding and clarification of the parties in working with the ADL, the language shown in italics in this Addendum is the new, amended or modified language to be inserted into the ADL. Following the execution of the ADL, the ADL shall be referred to as the "Agreement for Disposition of Land for Private Development dated June 5, 1987, as amended by Addendum dated December 18, 1997."

NOW, THEREFORE, for mutual promises and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree to amend the ADL in the following respects:

1. Introductory Paragraph:

The Introductory Paragraph of the ADL shall be deleted and a substitute Introductory Paragraph shall be inserted as follows:

AGREEMENT, hereinafter referred to as "this Agreement" entered into this 5th day of June, 1987 between the REDEVELOPMENT AGENCY OF BRIGHAM CITY, UTAH, which, together with any successor public agency designated by or pursuant to law, is herein called "the Agency", a public body, corporate and politic of the State of Utah and BRIGEAGLE REALTY CORPORATION, a Utah corporation ("Developer"), Eagle Point Realty Company, LLC, Attention: Mountain Realty Holdings, Inc., Supervising Manager, whose address is, 71 Warren Street, New York, NY 10007; Eagle View Realty Company, LLC, Attention: Mountain Realty Holdings, Inc., Supervising Manager, whose address is, 71 Warren Street, New York, NY 10007; and Eagle Crest Realty Company, LLC, Attention: Mountain Realty Holdings, Inc., Supervising Manager, whose address is, 71 Warren Street, New York, NY 10007 each hereinafter called a "Co-Developer").

2. Definitions: All of the terms defined in Article 1, DEFINITIONS, of the ADL shall have the same meaning in this Addendum as in the ADL except as otherwise defined in this Addendum.

3. Section 1.02: Section 1.02 of the ADL shall be deleted and a substitute Section 1.02 shall be inserted as follows:

1.02 Developer

The developer is Brigeagle Realty Corporation, a Utah corporation.

The principal office of Brigeagle is 550 Mamaroneck Avenue, Harrison, New York 10528.

The Developer has sold parcels of the Site to other persons or businesses listed below as shown on the plat map attached as Exhibit 1 of this Addendum:

1. Eagle Point Realty Company, LLC
Attention: Mountain Realty Holdings, Inc.
Supervising Manager
71 Warren Street
New York, NY 10007
2. Eagle View Realty Company, LLC
Attention: Mountain Realty Holdings, Inc.
Supervising Manager
71 Warren Street
New York, NY 10007
3. Eagle Crest Realty Company, LLC
Attention: Mountain Realty Holdings, Inc.
Supervising Manager
71 Warren Street
New York, NY 10007

Each of the Co-Developers described above agrees to develop their individually owned parcel or parcels of real property comprising the Site and shown on Exhibit 1 of the Addendum as though they were the Developer and shall be bound by the terms and conditions of the ADL and each Co-Developer shall perform the duties, obligations and responsibilities described in accordance with the provisions of Sections 3.02, 3.04, Article 4, Article 5, Article 6, Article 7, Article 8, Article 9, of the ADL as though the Co-Developer were the Developer of their individually owned parcels of real property; provided, however, that the payment of tax increment to be paid by the Agency to the Developer pursuant to the terms of Section 1.06 (B) entitled "Tax Increment" shall only be paid by the Agency to the Developer and shall not be paid to any Co-Developer or Co-Developers.

Each Co-Developer covenants and agrees for itself, and any successors and assigns that it is subject to all of the obligations of the Developer under the ADL and this Addendum and agrees to be subject to all of the conditions and restrictions to

which the Developer is subject; it being the intent of this, together with other provisions of this Addendum, that, to the fullest extent permitted by law and equity and excepting only in the manner and to the extent specifically provided otherwise in this Addendum, no transfer of, or change with respect to, ownership in the Site or any part thereto, or any interest therein, however consummated or occurring, and whether voluntary or involuntary, shall operate, legally or practically, to deprive or limit the Agency of or with respect to any rights, remedies, controls or approvals provided in or resulting from this Agreement with respect to the Site and the construction of the Improvements on the Site that the Agency would have had, had there been no such transfer or change of ownership.

Nothing contained in the ADL or this Addendum shall prevent the Developer from entering into agreements with the Co-Developers or other parties to share in the Developer's share of the tax increment payments received from the Agency, if any, or the Developer's share of the Net Profits, if any, which may be paid pursuant to the terms of the ADL.

Nothing contained in the ADL or this Addendum shall entitle one or more Co-Developers to have any right to receive the Agency's share of the tax increment to be retained by the Agency as described in the amended Section 1.06 of the ADL or the Agency's share of any Net Profits as described in Section 1.09 of the ADL.

4. Section 1.06: Section 1.06 of the ADL shall be deleted and a substitute Section 1.06 shall be inserted as follows:

1.06 Tax Increments

(A) Prior to the third anniversary following the date of Closing, which occurred on June 5, 1987, all tax increment generated by the redevelopment of the Site will be available to and retained by the Agency to offset and defray debt incurred by the Agency in relation to the Site.

(B) The Developer and the Agency agree that from the effective date of this Addendum, and subject to the provisions of Section 17A-2-1247(2)(f), Utah Code Annotated 1953, as amended:

(1) the first twenty percent (20%) of the tax increment received by the Agency from the Site (the "Agency's 20% Share") will be paid to the Agency to pay the Agency's indebtedness and administrative expenses, including but not limited to, the Agency's expenses which have been or may hereinafter be incurred in connection with the Project Area; and

(2) the next eighty percent (80%) of the tax increment received by the Agency from the Site (the "Developer's 80%

Share") will be used to pay the following expenses of the Developer and shall be used for the following purposes:

(i) the repayment of the Developer's Special Improvement District Number 22 Bonds as described in Section 2.02 of the ADL below, and

(ii) the repayment of development costs incurred by the Developer in the redevelopment of the Site.

(C) The Agency and Developer agree that on or about December 15, 1988, the City, pursuant to the provisions of Section 10-16-1 et seq. Utah Code Annotated, 1953 as amended, (the "Special Improvement District Act"), adopted Resolution No. 88-44, declaring its intention to create the Brigham City, Utah, Special Improvement District No. 22 (the "Special Improvement District") describing, among other things, the property to be included within the boundaries of the Special Improvement District and the infrastructure improvements proposed to be constructed and installed therein (the "Special District Improvements"). The real property or properties comprising the Site is owned by the Developer or the Co-Developers and is included within the boundaries of the Special Improvement District.

(D) The Former Developer and the City cooperated in the establishment of the Special Improvement District for the construction of the Special District Improvements which directly improve and benefit the Site. The City issued its Special Improvement Bonds (the "Special Improvement Bonds") to pay the cost of the Improvements in the Special Improvement District to be repaid from funds created by assessments levied on the properties within the Special Improvement District, specifically including the assessments on the Site. The owners of real property within the Special District, including the Developer and the Co-Developers to the extent they own real property within the Special Improvement District and that the Special Improvement District lien has not been released on said parcel, are liable for the payment of the Special Improvement Bonds to the extent of the funds created and received from the assessments against which the Special Improvement Bonds are issued. The City is responsible for the accounting, collection, settlement and payment of the assessments as required by statute and the Special Improvement Bonds. As a means of securing payment of the assessments and thereby enhancing the security of the Special Improvement Bonds, the Former Developer entered into the Tax Increment Agreement with the City and the Agency for the purpose of implementing a procedure for the payment of the assessments against the Site owned by the Developer or Co-Developers by which the Developer's 80% Share of the tax increment would be first applied directly to the payment of a portion or all of the assessments due on the Site until the Special Improvement Bonds

were fully paid. The parties agree that the City will, notwithstanding the provisions of the Agreement dated June 14, 1990 between the Former Developer and the Agency, act as the escrow agent (the "Escrow Agent") in conformance with the requirements of the Agreement, and pursuant to the terms and provisions of the escrow agreement which is incorporated herein by reference. The Developer and the Agency agree that the tax increment may be used by the Agency to pay the Special Improvement District Bonds as described in the Tax Increment Agreement. The Developer and the Co-Developers are the successors in interest to the rights and obligations of the Former Developer as a party to the Tax Increment Agreement. In acquiring title to the property, Developer and Co-Developers agreed that the Site is subject to the Special Improvement District lien and that the Developer is subject to the ADL and the Tax Increment Agreement that pledged the Developer's 80% Share of the tax increment towards payment of the Special Improvement Bonds.

(E) Pursuant to the foregoing, Developer and each of the Co-Developers and their respective successors and permitted assigns, in respective to their individually owned parcels of real property located within the Special Improvement District, agree to pay the full amount of the Special Improvement Assessment, in installments, when due, pursuant to the terms and provisions of the assessment ordinance (the "Assessment Ordinance") adopted by the City on the 8th day of February, 1990 in connection with the Special Improvement Bonds.

(F) The parties acknowledge and agree that no provision of this Addendum or the ADL shall be deemed or otherwise construed to modify or abrogate any obligation of Developer or Co-Developers under the Assessment Ordinance, that the obligation to pay the Assessment is absolute under the Assessment Ordinance notwithstanding any provision or term of this Agreement.

(G) Developer and each Co-Developer confirm the application for utilization of the tax increment for that period of time prior to the effective date of this Addendum and continuing until the Special Improvement District Number 22 Assessment against Developer's owned properties or the Co-Developer's owned properties, or their successors in interest, has been paid in full. Until such time as the Developer's or Co-Developer's portion of the Special Improvement District Assessment shall have been paid in full, Developer and Co-Developers agree that the whole amount of the tax increment, or such lesser amount if the full amount is not required, which Developer or Co-Developers would otherwise be entitled to receive each year, shall be transferred to the Escrow Agent and applied each year to the payment of the Special Improvement District Assessment. The procedure for making payments to the Escrow Agent shall be as follows:

(i) The Agency shall request to draw the full amount of the tax increments available to the Agency from the County each year;

(ii) Within five (5) working days from the date of the Agency's receipt of these revenues, the Agency shall pay the Developer's 80% Share of the tax increment to the Escrow Agent on behalf of the Developer;

(iii) The Escrow Agent shall, in conformance with the terms and provisions of the Escrow Agreement, hold the principal amount of the tax increment received, together with accrued interest thereon, and apply the total amount of principal and interest received to the payment of the next installment payment due and owing by Developer or Co-Developers to the City in connection with the Special Improvement District Assessment;

(iv) The annual Special Improvement District Assessment installment payments due and owing to the City by Developer or Co-Developers in connection with the Special Improvement District Assessment shall be paid each year by and through the Escrow Agent as set forth below;

(1) No later than thirty (30) days prior to the date each annual installment payment on the Special Improvement District Assessment becomes due, the City shall send notice of the amount of such installment to the Escrow Agent;

(2) Upon receipt of the tax increment from the Agency, the Escrow Agent shall, after deducting the principal amount of the tax increment on hand, together with accrued interest thereon, calculate the amount of additional funds from Developer or Co-Developers that will be required to pay the full amount of the installment payment then due;

(3) Within ten (10) days of the receipt of said funds from the Agency, the Escrow Agent shall send written notice to Developer or Co-Developers of the amount of additional funds required to be paid by Developer or Co-Developers to the Escrow Agent;

(4) Developer or Co-Developers shall be required to pay the additional funds to the Escrow Agent no later than ten (10) days from the date of receipt of said notice from the Escrow Agent. The notice shall be deemed to have been received by Developer or Co-Developers within three (3) days from the date of postmark of the notice.

The additional funds shall be paid by Developer or Co-Developers to the Escrow Agent and not to the City;

(5) The Escrow Agent shall thereupon pay, when due, the total installment payment to the City;

(6) The parties acknowledge and agree that although the assessments are to be charged individually against each of the parcels within the Special Improvement District, the City shall nevertheless account for and apply the installment payment received collectively against all of the lots owned by Developer or Co-Developers upon which the Special Improvement District Assessment lien remains outstanding, on a pro rata basis;

(7) Developer and Co-Developers agree that if all or any portion of Developer's 80% Share of the tax increment is, for any reason, unavailable for distribution pursuant to the provisions of this Agreement, the Developer and Co-Developers shall nevertheless continue to be obligated to pay the Special Improvement District Assessment in full in conformance with the requirements of the Special Improvement District Assessment Ordinance; and

(8) Developer and Co-Developers and not the City or the Agency shall be responsible to give written notice of the Special Improvement District Assessment to all lenders in connection with loans obtained on the Site.

(H) After all payments are made by Developer and Co-Developers against Special Improvement District 22 and the Special Improvement Bonds are fully paid, then Developer shall have the right to make application to the Agency for reimbursement of the approved costs incurred in the implementation and execution of the development plans from the Developer's 80% Share. Such funds will be paid to Developer based upon application made by Developer to the Agency according to the provisions of the Agreement. It is agreed that the Developer's 80% Share must be used for purposes approved by the Agency that are directly related to developing, redeveloping, and maintaining the site whether for commercial, office, retail or residential use.

(I) Uses that the Agency hereby specifically approved in advance include, reimbursement for hard construction costs, approved soft costs and Special Improvement District bond payments made or expended by Developer at any time in the redevelopment of the site subsequent to June 25, 1993. Such reimbursement may be made upon the availability of the funds to the Agency from the Developer's 80% Share of the tax increment and upon Developer providing evidence to the Agency of such

eligible expenditures incurred by the Developer after June 25, 1993.

5. Section 1.09 - Net Profits: Subsection (iv) of Section 1.09 of the ADL shall be deleted and a substitute Subsection (iv) shall be inserted as follows:

- (iv) to repay all costs and expenses paid by Developer other than the cost of acquisition of the Site. The Agency and the Developer have agreed that from the date of the ADL (June 5, 1987) to the date of December 31, 1996, the Agency acknowledges that the Developer has incurred as costs and expenses in developing the Site, the sum of money shown on Exhibit 3, entitled "Developer's Revenues and Expenses for the Brigham City Site" attached hereto as Exhibit 3 and incorporated herein by reference.

Following the end of Subsection 1.09 of the ADL, a new paragraph shall be added as follows:

Beginning with calendar year 1997, and each calendar year thereafter, until the Developer is no longer eligible to receive tax increment, the Developer, as successor in interest to the Former Developer, shall make an accounting for the prior year to the Agency on or before July 1st of all sales of Developed Land as that term is defined in Section 1.10 of the ADL. Attached to this Addendum as Exhibit 4 entitled "Developer's Annual Accounting of Revenues and Expenses for the Brigham City Site (Update of Exhibit 3 Accounting)" is a copy of the accounting which the Developer has made to the Agency and which the Agency has accepted.

6. Section 1.10 - Developed Land: Section 1.10 of the ADL shall be deleted and a substitute Section 1.10 shall be inserted as follows:

Developed Land shall mean any parcel of real property for which the required onsite and offsite improvements set forth on the approved plat of such parcel have been fully installed. The Agency and the Developer agree that with the creation of Special District No. 22 and the construction of the Special Improvements within the Site, all onsite and offsite Improvements for the development of the Site have been completed and fully installed. Any other onsite or offsite improvements or infrastructure improvements needed for the development of the Site shall be constructed or installed by the Developer without expense to the Agency and to the City, unless the Agency or the City by separate agreement with the Developer or a Co-Developer shall agree in writing to provide such onsite or offsite improvement.

7. Section 1.11 - Undeveloped Land: Section 1.11 of the ADL shall be deleted and a substitute Section 1.11 shall be inserted as follows:

Undeveloped Land shall mean all parcels of real property constituting the Site which are not Developed Land. The Agency and the Developer agree that for purposes of Section 1.05(E) and (F) and Section 1.06 the ADL, all parcels of real property constituting the Site shall be considered after the effective date of this Addendum to be Developed Land and none of the Site shall be considered Undeveloped Land.

8. Section 3.01 - Submission of Master Plan: Section 3.01 of the ADL shall remain the same but a new sentence shall be added at the end of the Section as follows:

The Agency and the Developer agree that the most current Master Plan prepared by the Developer and approved by the Agency and the City is attached to this Addendum as Exhibit 2 and incorporated herein by reference.

9. Section 4.01 - Approvals and Consents: Section 4.01 of the ADL shall remain the same but a new sentence shall be added at the end of the Section as follows:

While the Developer and Co-Developers recognize that the Agency and the City are two separate legal entities, the Agency has agreed to appoint the City as its agent in approving, disapproving or consenting whenever the ADL requires that the Developer or Co-Developers must obtain the Agency's approval or consent pursuant to the provisions of Article 4 of the ADL and the approval of: (1) Drawings, (2) Construction Documents, (3) Change Orders, (4) Schematic Drawings, (5) Preliminary Construction Documents, and (6) Final Construction Documents. All submissions should be made to the City, Attention: Paul H. Larson, City Planner, or his designated successor appointed by the City and approved by the Agency.

10. Section 5.01 - Covenants In Agreement and Deed: Section 5.01(THIRD) of the ADL shall be deleted and a substitute Section 5.01(THIRD) shall be inserted as follows:

THIRD: Until the completion of the Improvements to be constructed on the Site pursuant to the Master Plan and the Final Construction Documents submitted to the Agency for approval in accordance with Article 4, Developer shall not sell real property within the Site without the prior written consent of the Agency, which consent shall not be unreasonably withheld or delayed, except (i) to a mortgagee or trustee under a mortgage or Deed of Trust permitted by this Agreement, (ii) as security for obtaining financing permitted by this Agreement and (iii) to a person or party reasonably acceptable to the Agency.

11. Section 6.01 - Representation as to Redevelopment: Section 6.01(C) of the ADL shall be deleted and a substitute Section 6.01(C) shall be inserted as follows:

(C) the Agency is entering into this Agreement based on its qualifications and the identity of its principals and that a change in the ownership and control of Developer or Co-Developers wherein Developer or Co-Developers were not in control of Developer and Co-Developers would be of a particular concern to the Agency and the Community.

12. Section 6.02 - Transfer or Assignment of Ownership Interest in Developer: Section 6.02(A) and (B) of the ADL shall be deleted and a substitute Section 6.02(A) and (B) shall be inserted as follows:

(A) Prior to the completion of the Improvements on the Site by the Developer and obtaining a Certificate of Completion from the City as described in Section 4.08 and the Co-Developers (as to the real property they individually own) as shown in the Master Plan and the Final Construction Documents, the Developer and the Co-Developers shall not have the right, without obtaining the consent of the Agency as described in Subsection 6.02(C) herein, to sell, transfer or assign their interests in the Site. Notwithstanding the foregoing, the Developer and the Co-Developers may transfer all or any portion of their respective interests in the Site to family members or to other entities which they control after giving the Agency advance written notice of such transfer. The Agency agrees that Developer may syndicate partial interests in the Developer to third party investors provided that the Developer or Co-Developers shall retain majority control of the syndication. Following the completion of the Improvements and the receipt of a Certificate of Completion from the City, the Developer may assign its interest in this Agreement and may sell, assign or transfer portions of the Site to other persons.

(B) Notwithstanding anything to the contrary contained in this Section 6.02, the Developer or a Co-Developer may transfer or make a significant change in the ownership of or with respect to the identity of the parties in control of the Developer or Co-Developers, but only by way of security for, and only for the purpose of obtaining financing necessary to enable the Developer or successor in interest to develop the Site or any phase thereof pursuant to this Agreement. The Developer has not made or created, and agrees that it will not make or create, or suffer to be made or created, any total or partial sale, assignment, conveyance, or lease (excluding space leases), or any trust or power, or transfer of any mode or form of any Undeveloped Lane or any contract or agreement to do any of the same in contravention of this Agreement, without the prior written approval of the Agency. This Section 6.02(B), however, shall in no way affect Developer's right to mortgage Undeveloped Land subject to the provisions of this Agreement.

13. Section 4.08 - Certificate of Completion - Issuance: Section 4.08 of the ADL shall be amended by inserting a new subparagraph (C) which shall be inserted as follows:

(C) The issuance of a certificate of occupancy by the City after the completion of a building, structure or phase of the Site substantially in accordance with the Final Construction Documents shall be deemed to be the Certificate of Completion on such building, structure or phase of the Site.

14. Section 8.04 - Notices: Section 8.04 of the ADL shall be deleted and a substitute Section 8.04 shall be inserted as follows:

8.04 Notices

A notice or communication under this Agreement by either party to the other shall be sufficiently given or delivered if dispatched by registered or certified mail, return receipt requested, postage prepaid, addressed as follows:

(A) To the Agency - Copies must be sent to the following:

Redevelopment Agency of Brigham City
P. O. Box 1005
Brigham City, UT 84302
Attention: Mayor

cc: City Administrator
Brigham City
P. O. Box 1005
Brigham City, UT 84302

cc: William D. Oswald
Attorney for Agency
201 South Main Street, 12th Floor
Salt Lake City, UT 84111

(B) To Developer - Copies must be sent to the following:

Brigeagle Realty Corporation
550 Mamaroneck Avenue
Harrison, NY 10528

cc: Craig Wood
71 Warren Street
New York, NY 10007

(C) To Co-Developers - Copies must be sent to the following:

Eagle Point Realty Company, LLC
Attention: Mountain Realty Holdings, Inc.
Supervising Manager
71 Warren Street
New York, NY 10007

Eagle View Realty Company, LLC
Attention: Mountain Realty Holdings, Inc.
Supervising Manager
71 Warren Street
New York, NY 10007

Eagle Crest Realty Company, LLC
Attention: Mountain Realty Holdings, Inc.
Supervising Manager
71 Warren Street
New York, NY 10007

Each notice or communication given in the manner provided above shall be deemed received five (5) days after mailing.

15. Attachment No. 3 - Paragraph 8: A new Paragraph 8 shall be added to Attachment No. 3 of the ADL as follows:

In respect to the Agency's Section 3.02 Undertakings described on Attachment No. 3, the Agency and the Developer agree that the Agency has undertaken and completed all of the items described in Paragraphs 1, 2, 3, 4, and 5 of Attachment No. 3. Also, the Agency has cooperated with Developer, or the Former Developer, in obtaining consents to allow certain property to be replatted as described in Paragraph 6 of Attachment No. 3 and has assigned to Developer, or the Former Developer, all of the leases existing as of the date of the ADL as described in Paragraph 7 of Attachment No. 3 and Attachment No. 4.

Entered into the day and year first above written.

REDEVELOPMENT AGENCY OF
BRIGHAM CITY

By *Christine A. Jensen*
Chairperson

By *Paula Jensen*
Executive Director

BRIGEAGLE REALTY CORPORATION

By [Signature]
Craig Wood
Vice-President

EAGLE POINT REALTY COMPANY LLC

BY: ITS SUPERVISING MANAGER,
MOUNTAIN REALTY HOLDINGS, INC.

By [Signature]
Craig Wood, President

EAGLE VIEW REALTY COMPANY LLC

BY: ITS SUPERVISING MANAGER,
MOUNTAIN REALTY HOLDINGS, INC.

By [Signature]
Craig Wood, President

EAGLE CREST REALTY COMPANY LLC

BY: ITS SUPERVISING MANAGER,
MOUNTAIN REALTY HOLDINGS, INC.

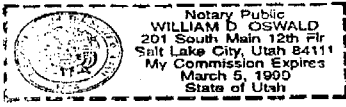
By [Signature]
Craig Wood, President

STATE OF UTAH)
COUNTY OF BOX ELDER) :ss.
)

On the 16th day December, 1997, personally appeared before me Clark N. Davis and Paul H. Larsen who being by me duly sworn did say, each for themselves that he, the said Clark N. Davis is the Chairperson and he, the said Paul H. Larsen is the Executive Director of the Redevelopment Agency of Brigham City and that the within and foregoing instrument was signed in behalf of said Agency by authority of a resolution of its board of directors and said Clark N. Davis and Paul H. Larsen each duly acknowledged to me that said Agency executed the same and that the seal affixed is the seal of said Agency.

William D Oswald
Notary Public
Residing at: Salt Lake City, Utah

My Commission Expires:
March 5, 1999



STATE OF New York ;
COUNTY OF New York :ss.

On the 19th day of December, 1997, personally appeared before me Craig Wood, who being by me duly sworn did say, that he, the said Craig Wood is the Vice-President of Brigeagle Realty Company and that the within and foregoing instrument was signed in behalf of said corporation and acknowledged to me that said corporation executed the same.

Philip Tugendrajch
Notary Public

Residing at
315 W. 23rd St.
New York, NY 10011

My Commission Expires:
December 31, 1999

PHILIP TUGENDRAJCH
Notary Public, State of New York
No. 4832281
Qualified in New York County
Commission Expires December 31, 1999

STATE OF New York)
COUNTY OF New York) ss.

On the 19th Day of December, 1997, personally appeared before me Craig Wood, who being by me duly sworn did say, that he, the said Craig Wood is the President of Mountain Realty Holdings, Inc., the supervising manager of Eagle Point Realty Company, LLC and that the within and foregoing instrument was signed in behalf of said LLC and acknowledged to me that said LLC executed the same.

PHILIP TUGENDRAJCH
Notary Public, State of New York
No. 4832291
Qualified in New York County
Commission Expires December 31, 1999
My Commission Expires:
December 31, 1999

Philip Tugendrajch
Notary Public
Residing at
315 W. 23rd St
New York, NY 10011

STATE OF New York)
COUNTY OF New York) ss.

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PHILIP TUGENDRAJCH
Notary Public, State of New York
No. 4832291
Qualified in New York County
Commission Expires December 31, 1999
My Commission Expires:
December 31, 1999

Philip Tugendrajch
Notary Public
Residing at
315 W. 23rd St
New York, NY 10011

STATE OF New York)
COUNTY OF New York) ss.

On the 19th Day of December, 1997, personally appeared before me Craig Wood, who being by me duly sworn did say, that he, the said Craig Wood is the President of Mountain Realty Holdings, Inc., the supervising manager of Eagle View Realty Company, LLC and that the within and foregoing instrument was signed in behalf of said LLC and acknowledged to me that said LLC executed the same.

PHILIP TUGENDRAJCH
Notary Public, State of New York
No. 4832291
Qualified in New York County
Commission Expires December 31, 1999
My Commission Expires:
December 31, 1999

Philip Tugendrajch
Notary Public
Residing at
315 W. 23rd St
New York, NY 10011

EXHIBIT 1
SITE LEGAL DESCRIPTION AND PLAT MAP OF SITE

The real property referred to as the Site is located in Brigham City, Box Elder County, State of Utah and is described as follows:

Those portions of the Brigham Intermountain Development Plat "A", Plat "B", Plat "D" and Plat "E" according to the official plats thereof recorded in the Office of the County Recorder, Box Elder County, State of Utah, to-wit:

Brigham Intermountain Development Plat "A":

Lots 23, 24, 28 and 32.

Brigham Intermountain Development Plat "B":

Lots 3-9, 11-30, 32, 33, 35-37, 37A, 37B, 38-53, 57 and 59.

Brigham Intermountain Development Plat "D":

Lots 1, 5, 6, and 9.

Brigham Intermountain Development Plat "E":

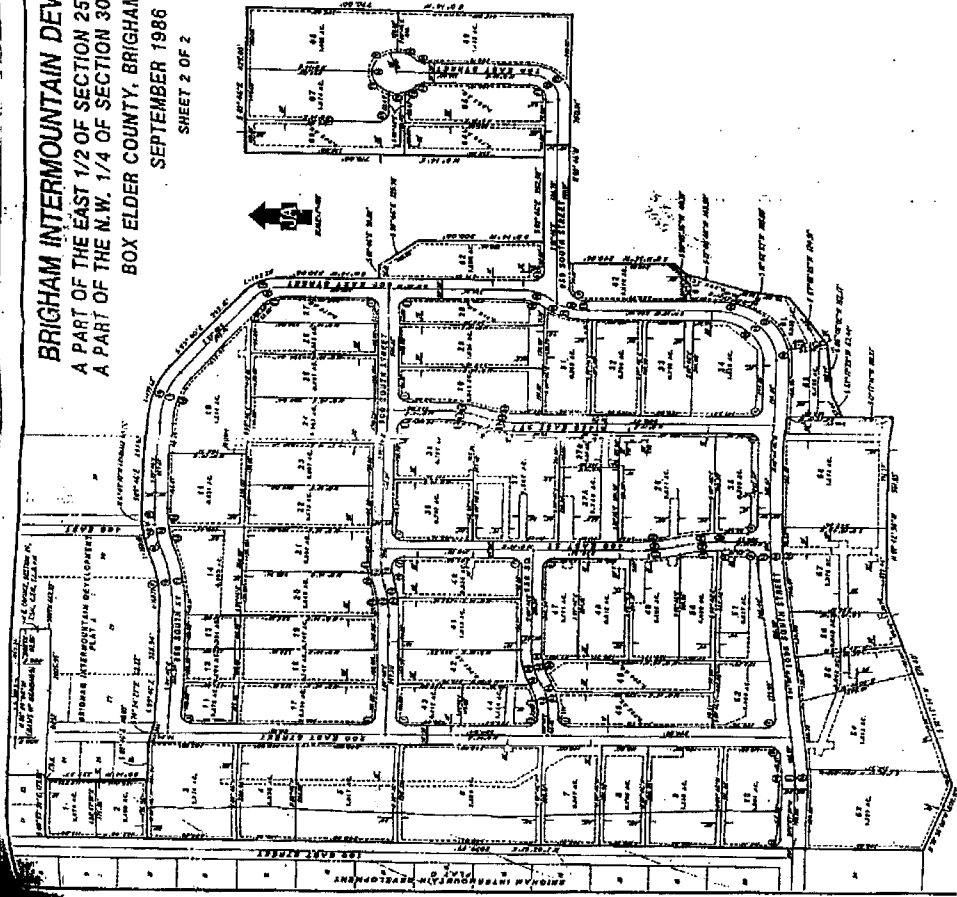
R Lots 2, 3, and 5.

BRIGHAM INTERMOUNTAIN DEVELOPMENT PLAT B
A PART OF THE EAST 1/2 OF SECTION 25, T.9N., R.2W., S.L.B. & M.
A PART OF THE N.W. 1/4 OF SECTION 30, T.9N., R.1W., S.L.B. & M.
BOX ELDER COUNTY, BRIGHAM CITY, UTAH

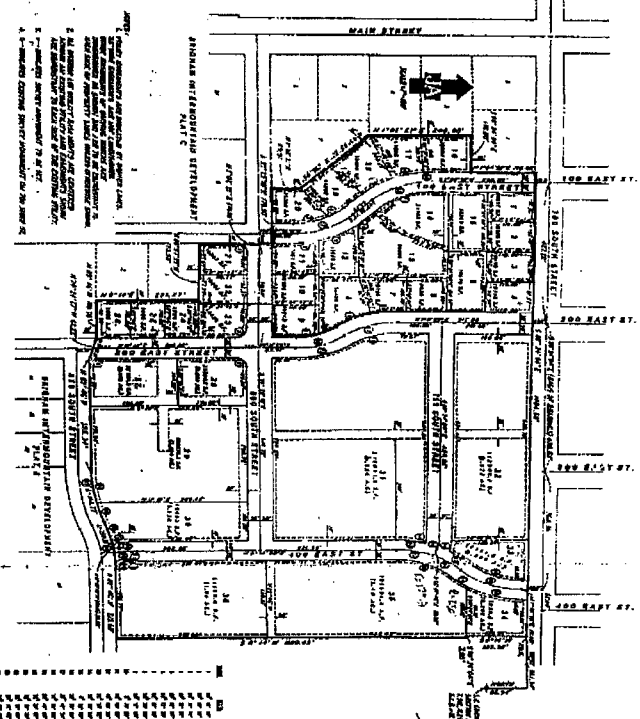
SEPTEMBER 1986
SHEET 2 OF 2

- 1. ALL LOTS ARE TO BE CONVEYED TO THE BUYER BY THE SELLER.
- 2. THE SELLER WARRANTS THAT THE TITLE IS FREE OF ALL ENCUMBRANCES EXCEPT AS SHOWN ON THIS PLAT.
- 3. THE SELLER WARRANTS THAT THE LOTS ARE CAPABLE OF BEING USED FOR THE PURPOSES SHOWN ON THIS PLAT.
- 4. THE SELLER WARRANTS THAT THE LOTS ARE CAPABLE OF BEING USED FOR THE PURPOSES SHOWN ON THIS PLAT.
- 5. THE SELLER WARRANTS THAT THE LOTS ARE CAPABLE OF BEING USED FOR THE PURPOSES SHOWN ON THIS PLAT.
- 6. THE SELLER WARRANTS THAT THE LOTS ARE CAPABLE OF BEING USED FOR THE PURPOSES SHOWN ON THIS PLAT.

LOT NO.	ACRES
1	0.10
2	0.10
3	0.10
4	0.10
5	0.10
6	0.10
7	0.10
8	0.10
9	0.10
10	0.10
11	0.10
12	0.10
13	0.10
14	0.10
15	0.10
16	0.10
17	0.10
18	0.10
19	0.10
20	0.10
21	0.10
22	0.10
23	0.10
24	0.10
25	0.10
26	0.10
27	0.10
28	0.10
29	0.10
30	0.10
31	0.10
32	0.10
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34	0.10
35	0.10
36	0.10
37	0.10
38	0.10
39	0.10
40	0.10
41	0.10
42	0.10
43	0.10
44	0.10
45	0.10
46	0.10
47	0.10
48	0.10
49	0.10
50	0.10
51	0.10
52	0.10
53	0.10
54	0.10
55	0.10
56	0.10
57	0.10
58	0.10
59	0.10
60	0.10
61	0.10
62	0.10
63	0.10
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71	0.10
72	0.10
73	0.10
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76	0.10
77	0.10
78	0.10
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81	0.10
82	0.10
83	0.10
84	0.10
85	0.10
86	0.10
87	0.10
88	0.10
89	0.10
90	0.10
91	0.10
92	0.10
93	0.10
94	0.10
95	0.10
96	0.10
97	0.10
98	0.10
99	0.10
100	0.10



BRIGHAM INTERMOUNTAIN DEVELOPMENT PLAT A
 A PART OF THE N.E. 1/4 OF SECTION 25, T.9N., R.2W., S.L.B. & M.
 A PART OF THE S.E. 1/4 OF SECTION 24, T.9N., R.2W., S.L.B. & M.
 BOX ELDER COUNTY, BRIGHAM CITY, UTAH
 SEPTEMBER 1986



OWNER'S CERTIFICATE	PLATTEE'S CERTIFICATE	DEVELOPER'S CERTIFICATE	RECORDING CERTIFICATE
<p>I, the undersigned, being the owner of the above described premises, do hereby certify that the same are as shown on the attached plat, and that the same are being conveyed to the persons named therein for the purposes therein stated.</p> <p>Witness my hand and seal this _____ day of _____, 1986.</p> <p>_____ Owner</p>	<p>I, the undersigned, being the person named in the above certificate, do hereby certify that I have received the premises described therein, and that the same are as shown on the attached plat, and that the same are being conveyed to me for the purposes therein stated.</p> <p>Witness my hand and seal this _____ day of _____, 1986.</p> <p>_____ Plattee</p>	<p>I, the undersigned, being the developer of the above described premises, do hereby certify that the same are as shown on the attached plat, and that the same are being conveyed to the persons named therein for the purposes therein stated.</p> <p>Witness my hand and seal this _____ day of _____, 1986.</p> <p>_____ Developer</p>	<p>I, the undersigned, being the recorder of the above described premises, do hereby certify that the same are as shown on the attached plat, and that the same are being recorded for the purposes therein stated.</p> <p>Witness my hand and seal this _____ day of _____, 1986.</p> <p>_____ Recorder</p>

CURVE DATA

STATION	CHORD BEARING	CHORD DISTANCE	ARC BEARING	ARC DISTANCE	CHORD CURVATURE	ARC CURVATURE
0+00	N 0° 00' 00" E	0.00	0° 00' 00"	0.00	0.0000	0.0000
0+10	N 10° 00' 00" E	10.00	10° 00' 00"	10.00	0.0001	0.0001
0+20	N 20° 00' 00" E	20.00	20° 00' 00"	20.00	0.0004	0.0004
0+30	N 30° 00' 00" E	30.00	30° 00' 00"	30.00	0.0009	0.0009
0+40	N 40° 00' 00" E	40.00	40° 00' 00"	40.00	0.0016	0.0016
0+50	N 50° 00' 00" E	50.00	50° 00' 00"	50.00	0.0025	0.0025
0+60	N 60° 00' 00" E	60.00	60° 00' 00"	60.00	0.0036	0.0036
0+70	N 70° 00' 00" E	70.00	70° 00' 00"	70.00	0.0049	0.0049
0+80	N 80° 00' 00" E	80.00	80° 00' 00"	80.00	0.0064	0.0064
0+90	N 90° 00' 00" E	90.00	90° 00' 00"	90.00	0.0081	0.0081
1+00	N 100° 00' 00" E	100.00	100° 00' 00"	100.00	0.0100	0.0100
1+10	N 110° 00' 00" E	110.00	110° 00' 00"	110.00	0.0121	0.0121
1+20	N 120° 00' 00" E	120.00	120° 00' 00"	120.00	0.0144	0.0144
1+30	N 130° 00' 00" E	130.00	130° 00' 00"	130.00	0.0169	0.0169
1+40	N 140° 00' 00" E	140.00	140° 00' 00"	140.00	0.0196	0.0196
1+50	N 150° 00' 00" E	150.00	150° 00' 00"	150.00	0.0225	0.0225
1+60	N 160° 00' 00" E	160.00	160° 00' 00"	160.00	0.0256	0.0256
1+70	N 170° 00' 00" E	170.00	170° 00' 00"	170.00	0.0289	0.0289
1+80	N 180° 00' 00" E	180.00	180° 00' 00"	180.00	0.0324	0.0324
1+90	N 190° 00' 00" E	190.00	190° 00' 00"	190.00	0.0361	0.0361
2+00	N 200° 00' 00" E	200.00	200° 00' 00"	200.00	0.0400	0.0400
2+10	N 210° 00' 00" E	210.00	210° 00' 00"	210.00	0.0441	0.0441
2+20	N 220° 00' 00" E	220.00	220° 00' 00"	220.00	0.0484	0.0484
2+30	N 230° 00' 00" E	230.00	230° 00' 00"	230.00	0.0529	0.0529
2+40	N 240° 00' 00" E	240.00	240° 00' 00"	240.00	0.0576	0.0576
2+50	N 250° 00' 00" E	250.00	250° 00' 00"	250.00	0.0625	0.0625
2+60	N 260° 00' 00" E	260.00	260° 00' 00"	260.00	0.0676	0.0676
2+70	N 270° 00' 00" E	270.00	270° 00' 00"	270.00	0.0729	0.0729
2+80	N 280° 00' 00" E	280.00	280° 00' 00"	280.00	0.0784	0.0784
2+90	N 290° 00' 00" E	290.00	290° 00' 00"	290.00	0.0841	0.0841
3+00	N 300° 00' 00" E	300.00	300° 00' 00"	300.00	0.0900	0.0900
3+10	N 310° 00' 00" E	310.00	310° 00' 00"	310.00	0.0961	0.0961
3+20	N 320° 00' 00" E	320.00	320° 00' 00"	320.00	0.1024	0.1024
3+30	N 330° 00' 00" E	330.00	330° 00' 00"	330.00	0.1089	0.1089
3+40	N 340° 00' 00" E	340.00	340° 00' 00"	340.00	0.1156	0.1156
3+50	N 350° 00' 00" E	350.00	350° 00' 00"	350.00	0.1225	0.1225
3+60	N 360° 00' 00" E	360.00	360° 00' 00"	360.00	0.1296	0.1296
3+70	N 370° 00' 00" E	370.00	370° 00' 00"	370.00	0.1369	0.1369
3+80	N 380° 00' 00" E	380.00	380° 00' 00"	380.00	0.1444	0.1444
3+90	N 390° 00' 00" E	390.00	390° 00' 00"	390.00	0.1521	0.1521
4+00	N 400° 00' 00" E	400.00	400° 00' 00"	400.00	0.1600	0.1600
4+10	N 410° 00' 00" E	410.00	410° 00' 00"	410.00	0.1681	0.1681
4+20	N 420° 00' 00" E	420.00	420° 00' 00"	420.00	0.1764	0.1764
4+30	N 430° 00' 00" E	430.00	430° 00' 00"	430.00	0.1849	0.1849
4+40	N 440° 00' 00" E	440.00	440° 00' 00"	440.00	0.1936	0.1936
4+50	N 450° 00' 00" E	450.00	450° 00' 00"	450.00	0.2025	0.2025
4+60	N 460° 00' 00" E	460.00	460° 00' 00"	460.00	0.2116	0.2116
4+70	N 470° 00' 00" E	470.00	470° 00' 00"	470.00	0.2209	0.2209
4+80	N 480° 00' 00" E	480.00	480° 00' 00"	480.00	0.2304	0.2304
4+90	N 490° 00' 00" E	490.00	490° 00' 00"	490.00	0.2401	0.2401
5+00	N 500° 00' 00" E	500.00	500° 00' 00"	500.00	0.2500	0.2500



EXHIBIT 2
MASTER PLAN - AS AMENDED

The current Master Plan described in Section 3.02 of the ADL entitled Eagle Village "P" District General Development Plan with "PUD" General Site Plan prepared by Hansen & Associates, Inc. dated January 16, 1997 consisting of 1 page, together with a supplemental drawing entitled Eagle Crest Townhouses P.U.D. dated 10-20-97 showing greater detail.

*EXHIBIT 3
DEVELOPER'S REVENUES AND EXPENSES FOR THE BRIGHAM CITY SITE
JUNE 5, 1987 THROUGH DECEMBER 31, 1996*

Brigante Realty Corporation
Accounting for Profit Sharing as of 12/31/96 for ADL Agreement

Item	Date Funded	Number of days from 11-Dec-96	Amount	Interest through 12/31/96	Total including Interest
I. Debt on Property taken over at Closing					
Brigolf 1st Trust Deed	01-Aug-91	1,079	300,000	178,923	478,923
11% interest with daily interest = 0.0301%	03-Aug-92	1,611	331,219	170,319	501,538
	15-Dec-92	1,377	3,000	1,780	4,780
	19-Apr-93	1,392	337	197	534
	27-Aug-93	1,344	3,000	1,620	4,620
	26-Apr-93	1,345	26,000	10,539	36,539
	26-Jan-96	188	223,352	12,666	236,018
Total			989,188	376,185	1,365,373
Kevler/Schwartz 2nd Trust Deed average 10% interest (.2% over Prime) with daily interest = 0.031%	21-Nov-89	2,597	2,577,008	1,833,543	4,410,551
Brigolf 3rd Trust Deed 8% interest with daily interest = 0.02%	23-Jan-93	1,286	277,491	78,147	355,638
Total Debt on Property			3,763,397	2,287,885	6,051,282
II. Cash From Brigante at closing					
interest at 10% with daily interest = 0.03%	24-Jun-91	1,283	488,579	141,826	630,405
III. Advances made by Brigante since closing					
1993					
Capitalized Expenses			97,345		97,345
Net Loss (income)			74,303		74,303
Other					
Subtotal - 1993			171,648	54,669	226,317
1994					
Capitalized Expenses					
Net Loss (income)			259,483	92,486	351,969
Other			74,000	14,820	88,820
Subtotal - 1994	31-Dec-94	731	333,483	107,306	440,789
1995					
Capitalized Expenses					
Net Loss (income)			832,937		832,937
Other			299,841		299,841
Subtotal - 1995			1,132,778	168,318	1,301,096
1996					
Capitalized Expenses					
Net Loss (income)			276,673	15,342	292,015
Other					
Subtotal - 1996	10-Jan-96	184	276,673	15,342	292,015
Total Advances Made by Brigante Since Closing			1,210,662	387,678	1,598,340
IV. Advances by Brigante Affiliates to 1996					
Brigade Realty Company, LLC	01-Nov-96	60	102,416	1,852	104,268
Brigade Vista Realty Company, LLC	01-Dec-96	30	43,852	386	44,238
Brigade Point Realty Company, LLC	01-Dec-96	30			
Subtotal Advances by Affiliates			146,268	2,238	148,506
V. Total - All Advances by Developer					
			6,879,640	2,726,487	9,606,127
Less Original purchase price					
					1,598,089
Total Advances by developer net of original purchase price					
					7,316,037
plus 2% Development Fee on Expenses					
					146,361
Total Accounting as of 12/31/96					
					7,462,398

EXHIBIT 4
DEVELOPER'S ANNUAL ACCOUNTING OF REVENUES AND EXPENSES
OF THE BRIGHAM CITY SITE
(UPDATE OF EXHIBIT 3 ACCOUNTING)

(A) On or before July 1st of each year for which Developer is eligible to receive tax increment funds for the prior calendar year, Developer shall submit an updated accounting covering the prior calendar year. Said updated accounting shall include the items set forth in Section 1.09 of the ADL and the summary shall be in substantially the same form as the accounting in Exhibit 3 of this Agreement containing a summary of revenues and expenses, together with a detailed breakdown of each individual revenue or expenditure account.

The updated annual detailed breakdown of each individual revenue or expenditure account shall be furnished to the Agency and the updated summary of the accounting as described above, shall be added to this Exhibit 4 and become a part hereof.

(B) Within six months of the submission by Developer of any accounting required by this Agreement, the Developer shall permit the Agency, in the manner set forth herein, to verify the accounting for the period for which the accounting was submitted. The Developer shall permit the Agency or any of its duly authorized representatives, accountants or auditors to inspect all documents and records, within Developer's possession and control, regarding the Site which are necessary in calculating the amount of Net Profit, if any, as that term is defined in Section 1.09 of the ADL and Developer shall permit the Agency to audit its books, records and accounts so as to allow the Agency to verify the revenues and expenditures which were used to determine the aforementioned Net Profits. The records described herein may include, but are not limited to, bid specifications, contracts, agreements, leases, federal tax returns, construction and permanent loan documents, change orders, payrolls and documents related to the development and operation of the Site. Any such inspection or audit shall be performed during business hours, after ten (10) days written notice to Developer and at the Agency's expense.

(C) It is understood and agreed that the updated accounting to be submitted pursuant to this Exhibit 4 shall be deemed approved by the Agency unless an inspection and audit has been initiated within the six month period described herein. It is further agreed that any objection to the accounting that the Agency has pursuant to any inspection, audit or otherwise must be submitted to Developer within one year of the submission of any such accounting by the Developer to the Agency. Any such objection must be delivered to Developer in writing with an explanation of any such objection. The Developer and the Agency agree to make good faith efforts to resolve any issues or disputes that lead to any such objection.

c:\wp51\brigham\newad1.3rd 12-15-97

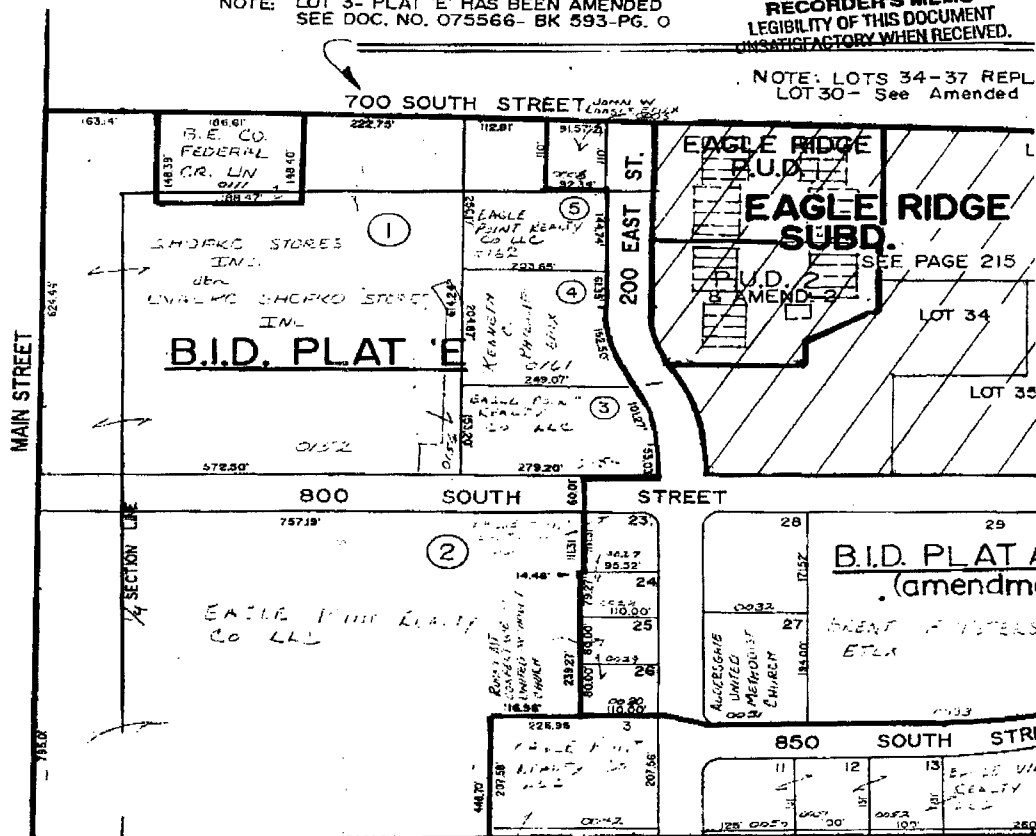
NE 1/4 SECTION 25 TOWNSHIP 9N

107499 Bk 0669 Pg 1145

NOTE: LOT 3- PLAT 'E' HAS BEEN AMENDED
SEE DOC. NO. 075566- BK 593-PG. 0

RECORDER'S MEMO
LEGIBILITY OF THIS DOCUMENT
UNSATISFACTORY WHEN RECEIVED.

NOTE: LOTS 34-37 REPL
LOT 30 - See Amended



RANGE 2W S.L.B.&M.

Book 3 Page 146

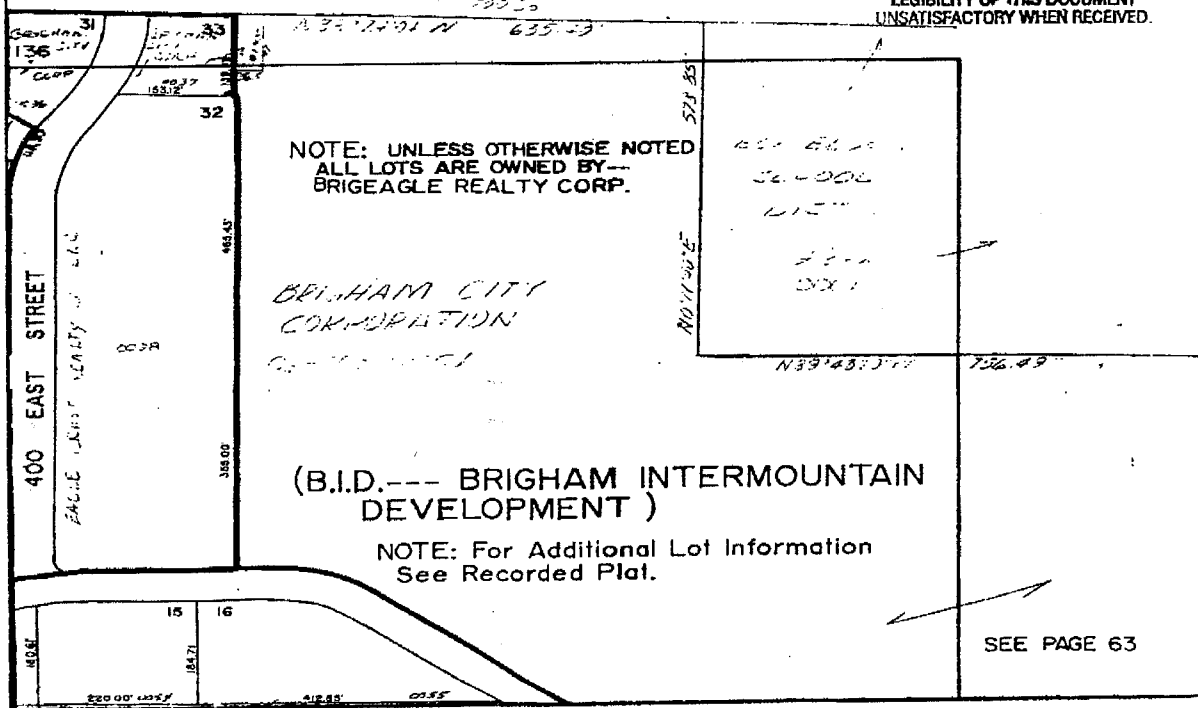
107499 Bk 0669 Pg 1146

THIS PLAT IS A REFERENCE ONLY
AND NO LIABILITY IS ASSUMED
FOR ACCURACY OR VARIATIONS
WITH THE ACTUAL SURVEY

SCALE 1" = 200'

PREFIX 03-146 TAX UNIT 03, 75

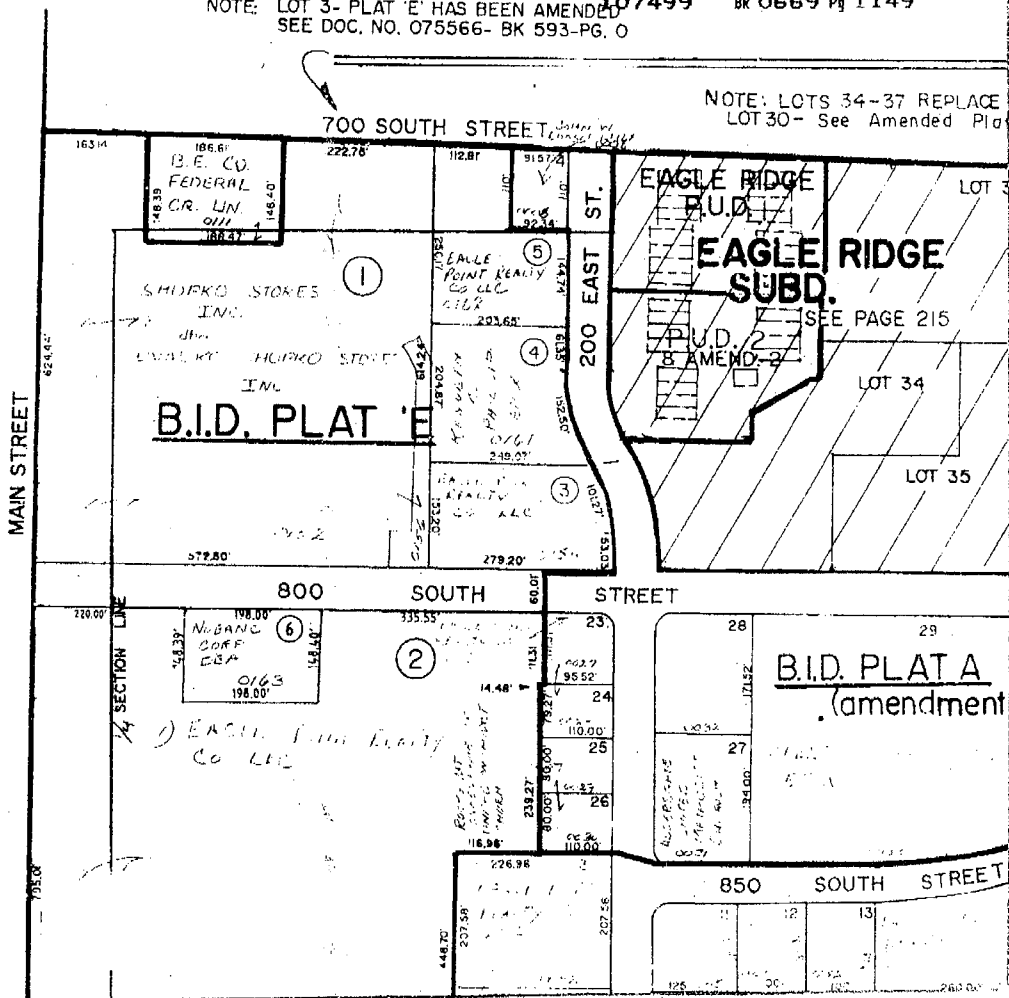
RECORDER'S MEMO
LEGIBILITY OF THIS DOCUMENT
UNSATISFACTORY WHEN RECEIVED.



NE 1/4 SECTION 25 TOWNSHIP 9N

NOTE: LOT 3- PLAT 'E' HAS BEEN AMENDED 107499 Bk 0669 Pg 1149
SEE DOC. NO. 075566- BK 593-PG. 0

NOTE: LOTS 34-37 REPLACE
LOT 30- See Amended Plat



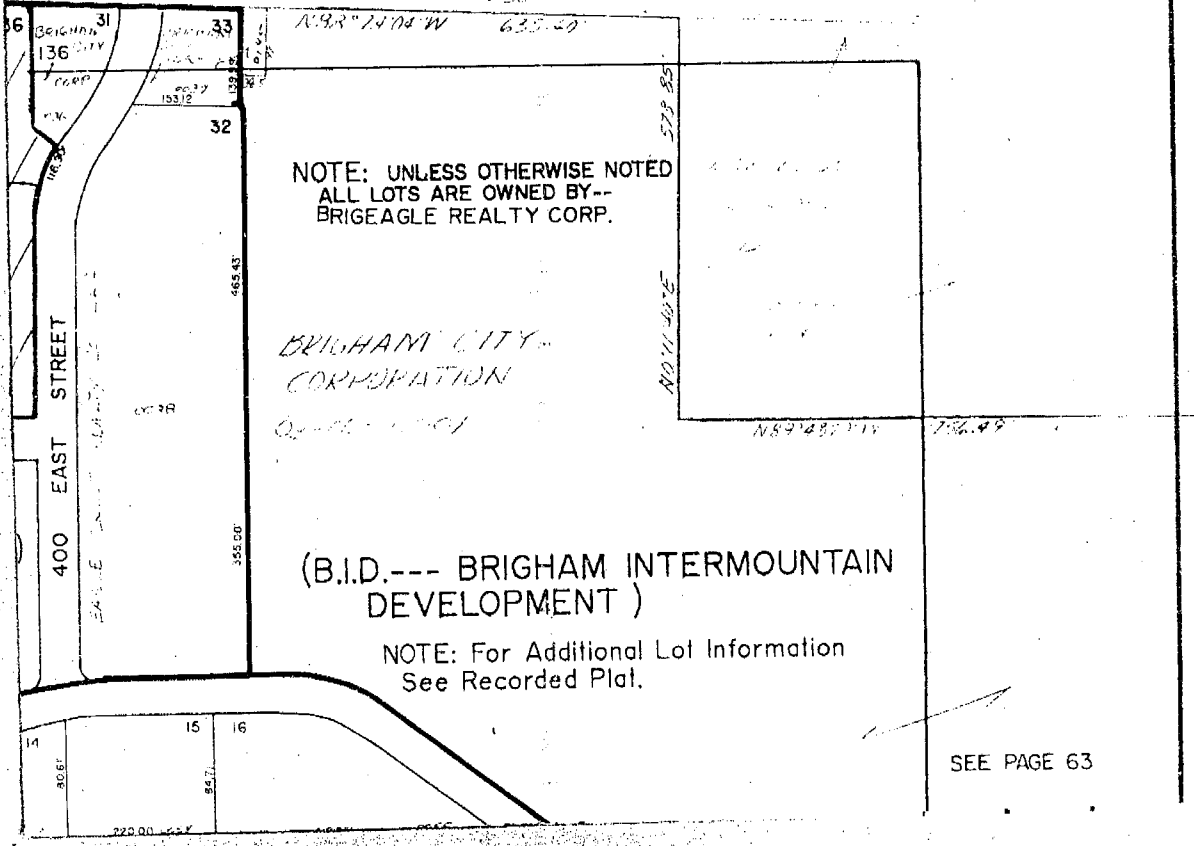
RANGE 2W S.L.B.&M.

Book 3 Page 146

107499 Bk 0669 Pg 1150

SCALE 1" = 200'

PREFIX 03-146 TAX UNIT 05,75



SEE PAGE 63

SEE PAGE 147

07499 PH 0669 Pg 1151
B.I.D. PLAT

B. I. D. PLAT
"D"

MILTON F
MILLER

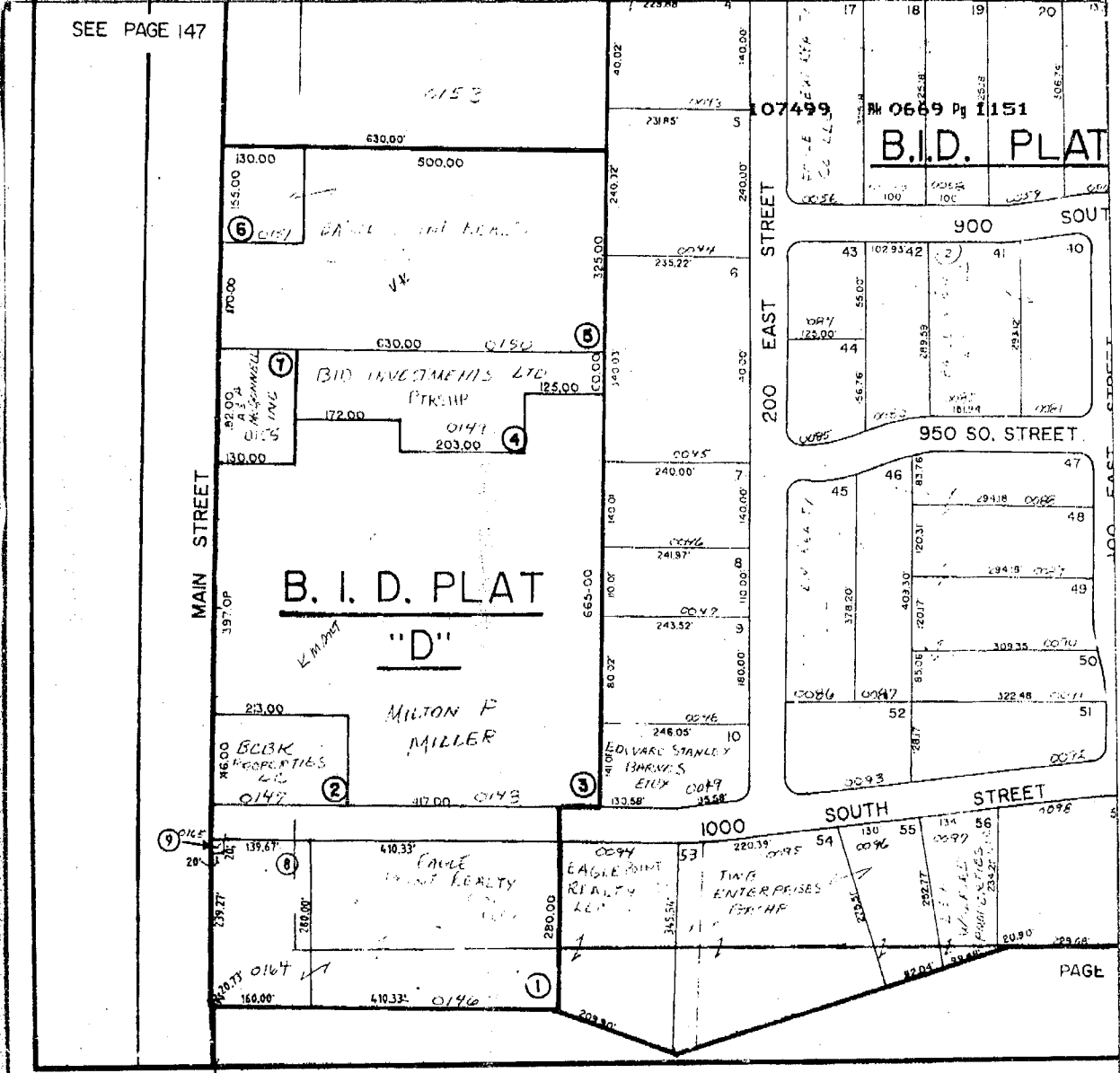
BORG
PROPERTIES
LTD
0147

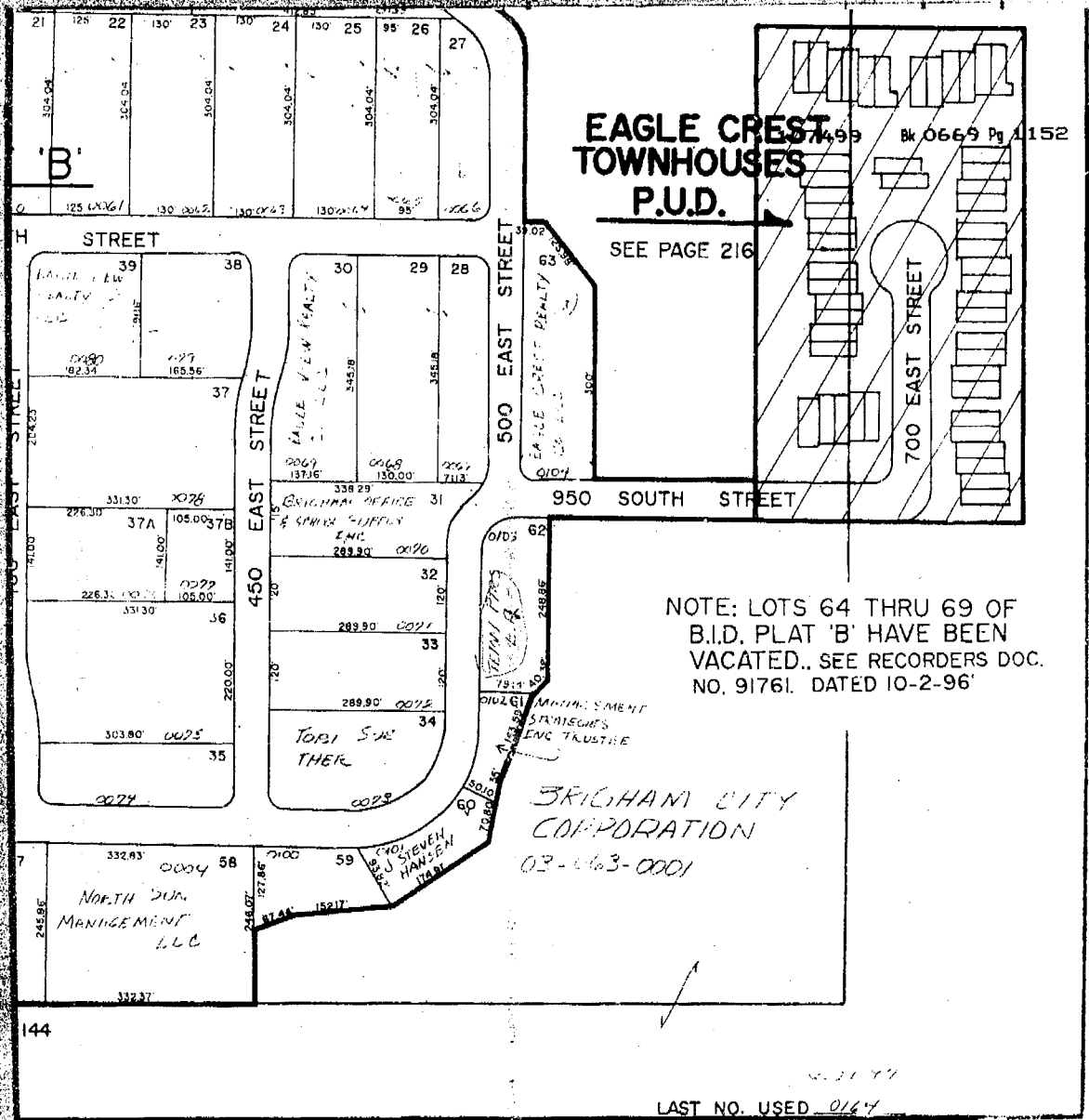
PAUL
POINT REALTY

EAGLE POINT
REALTY
LTD

TWA
ENTERPRISES
CORP

PAGE





EAGLE CREST TOWNHOUSES P.U.D.

SEE PAGE 216

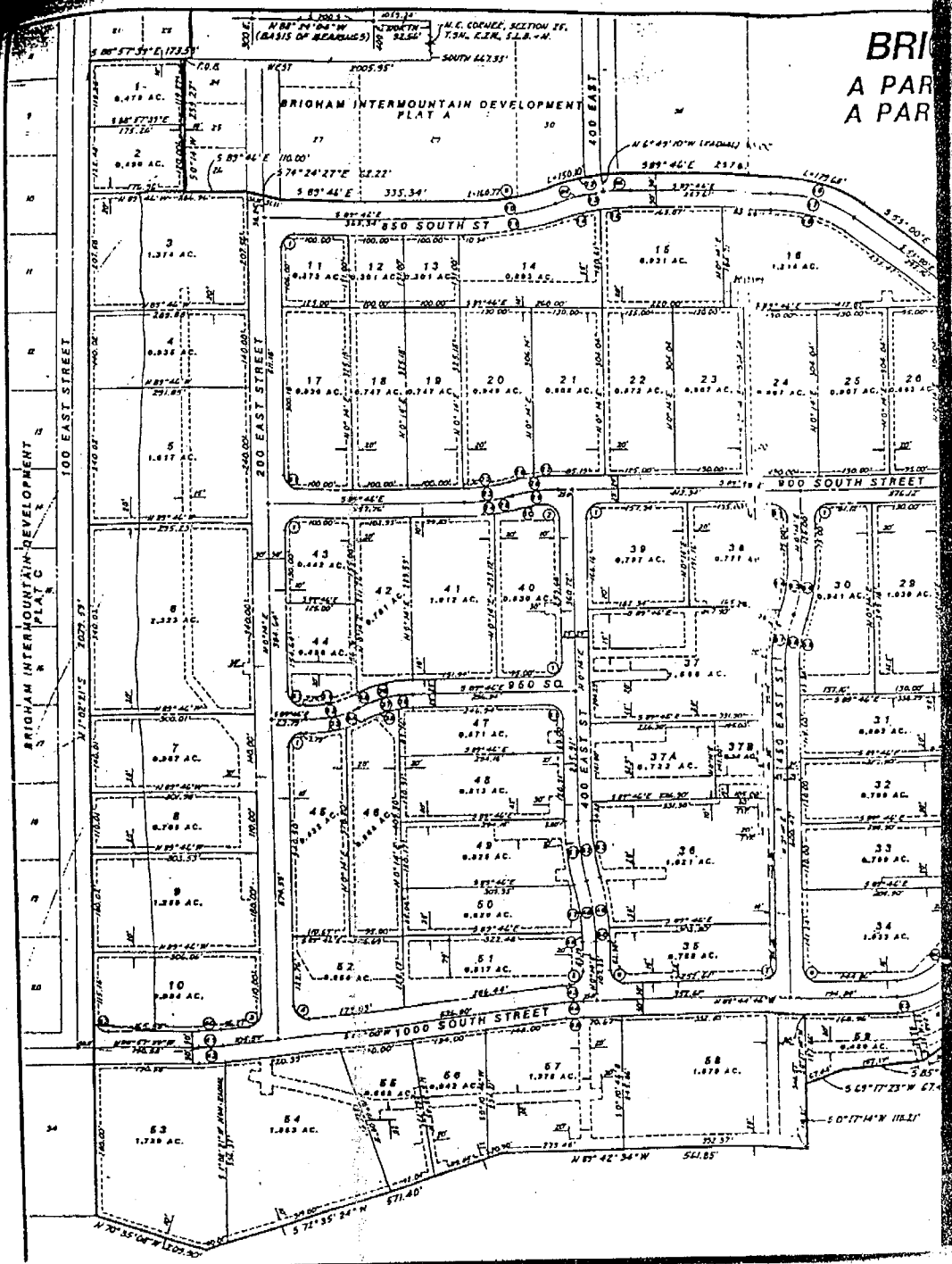
Bk. 0669 Pg. 1152

NOTE: LOTS 64 THRU 69 OF B.I.D. PLAT 'B' HAVE BEEN VACATED.. SEE RECORDERS DOC. NO. 91761. DATED 10-2-96'

BRIGHAM CITY CORPORATION
03-063-0001

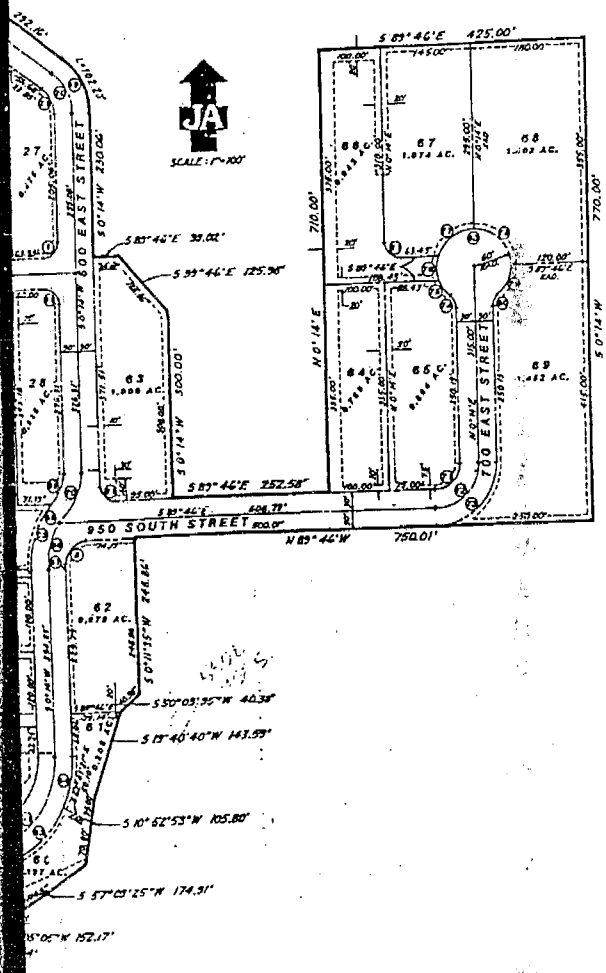
LAST NO. USED 0164

BRIGHAM INTERMOUNTAIN DEVELOPMENT
PLAT A
PLAT B
PLAT C



BRIGHAM INTERMOUNTAIN DEVELOPMENT PLAT B

OF THE EAST 1/2 OF SECTION 25, T.9N., R.2W., S.L.B. & M.
 OF THE N.W. 1/4 OF SECTION 30, T.9N., R.1W., S.L.B. & M.
 BOX ELDER COUNTY, BRIGHAM CITY, UTAH
 SEPTEMBER 1986
 SHEET 2 OF 2

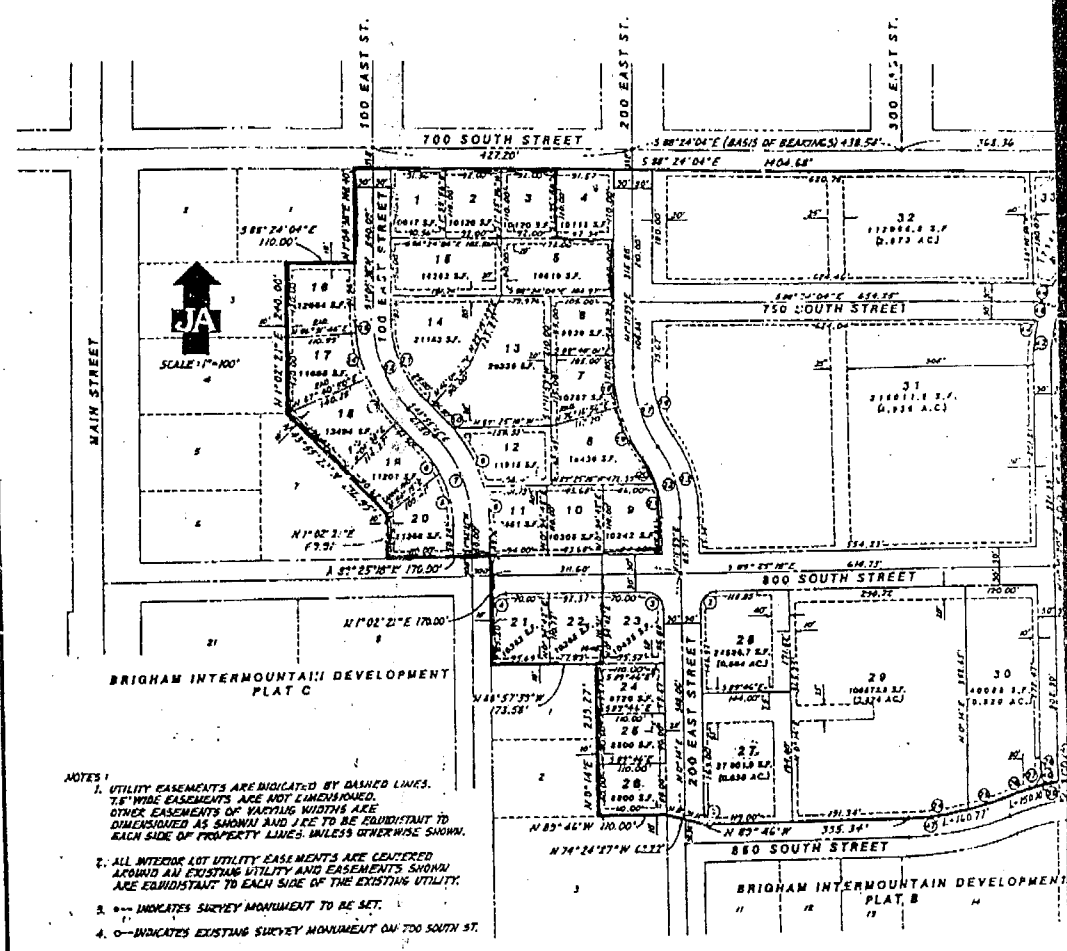


- NOTES:
1. UTILITY EASEMENTS ARE INDICATED BY DASHED LINES. 7.5' WIDE EASEMENTS ARE NOT DIMENSIONED. OTHER EASEMENTS OF VARYING WIDTHS ARE DIMENSIONED AS SHOWN AND ARE TO BE EQUIDISTANT TO EACH SIDE OF PROPERTY LINES UNLESS OTHERWISE SHOWN.
 2. ALL INTERIOR LOT UTILITY EASEMENTS ARE CENTERED AROUND AN EXISTING UTILITY AND EASEMENTS SHOWN AROUND AN EXISTING UTILITY AND EASEMENTS SHOWN ARE EQUIDISTANT TO EACH SIDE OF THE EXISTING UTILITY. WHERE EASEMENTS CONFLICT WITH EXISTING BUILDINGS, THE EASEMENTS WILL COVER THAT AREA OUTSIDE THE BUILDING.
 3. *** INDICATES SURVEY MONUMENT TO BE SET.
 4. 0-- INDICATES EXISTING SURVEY MONUMENT ON 700 SOUTH ST.

LOT NO.	ADDRESS	LOT NO.	ADDRESS
1	821 SOUTH 100 EAST	36	979 SOUTH 400 EAST
2	825 SOUTH 100 EAST	37	982 SOUTH 450 EAST
3	834 SOUTH 100 EAST	38	985 SOUTH 400 EAST
4	851 SOUTH 100 EAST	39	940 SOUTH 450 EAST
5	871 SOUTH 100 EAST	40	941 SOUTH 400 EAST
6	849 SOUTH 100 EAST	41	958 SOUTH 450 EAST
7	890 SOUTH 200 EAST	42	436 EAST 900 SOUTH
8	809 SOUTH 100 EAST	43	914 SOUTH 450 EAST
9	830 SOUTH 200 EAST	44	414 EAST 900 SOUTH
10	925 SOUTH 100 EAST	45	915 SOUTH 400 EAST
11	924 SOUTH 200 EAST	46	976 EAST 900 SOUTH
12	912 SOUTH 100 EAST	47	349 EAST 950 SOUTH
13	944 SOUTH 200 EAST	48	924 SOUTH 400 EAST
14	964 SOUTH 200 EAST	49	926 EAST 900 SOUTH
15	965 SOUTH 100 EAST	50	921 EAST 950 SOUTH
16	980 SOUTH 100 EAST	51	276 EAST 940 SOUTH
17	981 SOUTH 100 EAST	52	275 EAST 900 SOUTH
18	153 EAST 1000 SOUTH	53	230 EAST 900 SOUTH
19	990 SOUTH 200 EAST	54	913 SOUTH 200 EAST
20	991 SOUTH 100 EAST	55	237 EAST 950 SOUTH
21	232 EAST 850 SOUTH	56	932 SOUTH 220 EAST
22	652 SOUTH 200 EAST	57	234 EAST 950 SOUTH
23	248 EAST 850 SOUTH	58	971 SOUTH 200 EAST
24	296 EAST 850 SOUTH	59	248 EAST 950 SOUTH
25	360 EAST 850 SOUTH	60	340 EAST 950 SOUTH
26	416 EAST 850 SOUTH	61	954 SOUTH 400 EAST
27	452 EAST 850 SOUTH	62	944 SOUTH 400 EAST
28	533 EAST 900 SOUTH	63	974 SOUTH 400 EAST
29	881 SOUTH 200 EAST	64	984 SOUTH 400 EAST
30	273 EAST 900 SOUTH	65	345 EAST 1000 SOUTH
31	317 EAST 900 SOUTH	66	988 SOUTH 600 EAST
32	353 EAST 900 SOUTH	67	245 EAST 1000 SOUTH
33	399 EAST 900 SOUTH	68	982 SOUTH 200 EAST
34	415 EAST 900 SOUTH	69	160 EAST 1000 SOUTH
35	427 EAST 900 SOUTH	70	210 EAST 1000 SOUTH
36	447 EAST 900 SOUTH	71	276 EAST 1000 SOUTH
37	465 EAST 900 SOUTH	72	310 EAST 1000 SOUTH
38	483 EAST 900 SOUTH	73	380 EAST 1000 SOUTH
39	491 EAST 900 SOUTH	74	430 EAST 1000 SOUTH
40	880 SOUTH 500 EAST	75	470 EAST 1000 SOUTH
41	472 EAST 850 SOUTH	76	490 EAST 1000 SOUTH
42	970 SOUTH 500 EAST	77	960 SOUTH 500 EAST
43	480 EAST 850 SOUTH	78	510 EAST 950 SOUTH
44	481 EAST 900 SOUTH	79	907 SOUTH 500 EAST
45	925 SOUTH 450 EAST	80	525 EAST 950 SOUTH
46	931 SOUTH 450 EAST	81	977 SOUTH 500 EAST
47	934 SOUTH 500 EAST	82	637 EAST 950 SOUTH
48	963 SOUTH 450 EAST	83	671 EAST 950 SOUTH
49	964 SOUTH 500 EAST	84	938 SOUTH 100 EAST
50	977 SOUTH 450 EAST	85	890 SOUTH 100 EAST
51	978 SOUTH 500 EAST	86	880 SOUTH 100 EAST
52	979 SOUTH 550 EAST	87	815 SOUTH 100 EAST
53	980 SOUTH 500 EAST	88	909 SOUTH 100 EAST
54	981 SOUTH 550 EAST	89	
55	475 EAST 1000 SOUTH		

BRIGHAM INTERMOUNTAIN DEVELOPMENT

A PART OF THE N.E. 1/4 OF SECTION 25, T.9N
 A PART OF THE S.E. 1/4 OF SECTION 24, T.9N
 BOX ELDER COUNTY, BRIGHAM CITY
 SEPTEMBER 1986

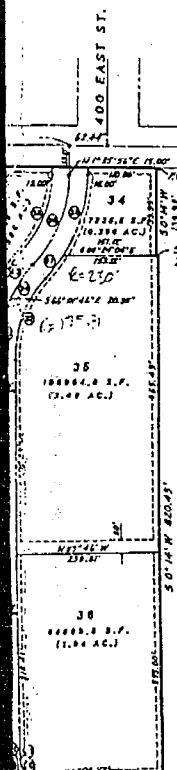


- NOTES:
1. UTILITY EASEMENTS ARE INDICATED BY DASHED LINES. 7.5' WIDE EASEMENTS ARE NOT DIMENSIONED. OTHER EASEMENTS OF VARYING WIDTHS ARE DIMENSIONED AS SHOWN AND ARE TO BE EQUIDISTANT TO EACH SIDE OF PROPERTY LINES, UNLESS OTHERWISE SHOWN.
 2. ALL INTERIOR LOT UTILITY EASEMENTS ARE CENTERED AROUND ALL EXISTING UTILITY AND EASEMENTS SHOWN ARE EQUIDISTANT TO EACH SIDE OF THE EXISTING UTILITY.
 3. \odot INDICATES SURVEY MONUMENT TO BE SET.
 4. \ominus INDICATES EXISTING SURVEY MONUMENT ON 700 SOUTH ST.

<p style="text-align: center;">COUNTY SURVEYOR'S CERTIFICATE</p> <p>I CERTIFY THAT I HAVE HAD THIS PLAT EXAMINED AND FIND THAT IT IS CORRECT AND IN ACCORDANCE WITH THE INFORMATION ON FILE IN THIS OFFICE.</p> <p>DATE _____ COUNTY SURVEYOR _____</p> <p style="text-align: center;">COUNTY RECORDER'S NO. _____</p> <p>STATE OF UTAH, COUNTY OF BOX ELDER, RECORDED AND FILED AT THE REQUEST OF _____ TIME _____ P.M. DATE _____ ABSTRACTED _____ INDEXED _____ FILED IN PLAT _____ COUNTY RECORDER _____</p>	<p style="text-align: center;">PLANNING COMMISSION APPROVAL</p> <p>APPROVED THIS _____ DAY OF _____ A.D. 19____ BY THE _____ PLANNING COMMISSION.</p> <p style="text-align: center;">_____ CHAIRMAN</p> <p style="text-align: center;">APPROVAL AS TO FORM</p> <p>APPROVED AS TO FORM THIS _____ DAY OF _____ A.D. 19____</p> <p style="text-align: center;">_____ ATTORNEY</p>	<p style="text-align: center;">ENGINEER'S CERTIFICATE</p> <p>I CERTIFY THAT I HAVE HAD THIS PLAT EXAMINED AND FIND THAT IT IS CORRECT WITH THE INFORMATION ON FILE IN THIS OFFICE.</p> <p>DATE _____ ENGINEER _____</p> <p style="text-align: center;">ACKNOWLEDGEMENT</p> <p>STATE OF _____ COUNTY OF _____</p> <p>ON THE _____ DAY OF _____ I, _____ PERSONALLY APPEARED BEFORE NOTARY PUBLIC, IN AND FOR SAID COUNTY OF _____ IN SAID STATE OF _____ IN NUMBER _____ OF _____ IN NUMBER _____ OF _____ WE THEY SIGNED IT FREELY AND VOLUNTARILY AND FOR THE PURPOSES SET FORTH BY COMMISSION ORDERS _____ NOTARY PUBLIC _____</p>
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DEVELOPMENT PLAT A

... R.2W., S.L.B. & M.
... R.2W., S.L.B. & M.
... UTAH



LOT NO.	ADDRESS
1	108 EAST 700 SOUTH
2	713 SOUTH 700 EAST
3	134 EAST 700 SOUTH
4	142 EAST 700 SOUTH
5	184 EAST 700 SOUTH
6	713 SOUTH 700 EAST
7	728 SOUTH 700 EAST
8	744 SOUTH 700 EAST
9	760 SOUTH 700 EAST
10	775 SOUTH 700 EAST
11	127 EAST 800 SOUTH
12	792 SOUTH 700 EAST
13	151 EAST 800 SOUTH
14	123 EAST 800 SOUTH
15	745 SOUTH 700 EAST
16	753 SOUTH 700 EAST
17	761 SOUTH 700 EAST
18	769 SOUTH 700 EAST
19	777 SOUTH 700 EAST
20	785 SOUTH 700 EAST
21	793 SOUTH 700 EAST
22	801 SOUTH 700 EAST
23	809 SOUTH 700 EAST
24	817 SOUTH 700 EAST
25	825 SOUTH 700 EAST
26	833 SOUTH 700 EAST
27	841 SOUTH 700 EAST
28	849 SOUTH 700 EAST
29	857 SOUTH 700 EAST
30	865 SOUTH 700 EAST
31	873 SOUTH 700 EAST
32	881 SOUTH 700 EAST
33	889 SOUTH 700 EAST
34	897 SOUTH 700 EAST
35	905 SOUTH 700 EAST
36	913 SOUTH 700 EAST

SURVEYOR'S CERTIFICATE

I, BECKLEY S. WILSON, DO HEREBY CERTIFY THAT I AM A REGISTERED LAND SURVEYOR AND THAT I HAVE CAREFULLY EXAMINED THE RECORDS AND THE ORIGINAL SURVEY INSTRUMENTS AND HAVE FOUND THAT THE SAID SURVEY WAS MADE IN ACCORDANCE WITH THE LAWS OF THE STATE OF UTAH. I HEREBY CERTIFY THAT BY AUTHORITY OF THE OWNERS I HAVE MADE A SURVEY OF THE TRACT OF LAND SHOWN ON THIS PLAT AND DESCRIBED BELOW, AND HAVE SUBDIVIDED SAID TRACT OF LAND INTO LOTS AND STREETS, HEREINAFTER TO BE KNOWN AS: BERKHAM INTERMOUNTAIN DEVELOPMENT PLAT A AND THE SAME HAS BEEN CORRECTLY SURVEYED AND ALL STREETS AND THE DIMENSIONS SHOWN.

BOUNDARY DESCRIPTION

COURSE	DISTANCE
BEG. AT A POINT ON THE SOUTH LINE OF 700 SO. ST. SAID POINT BEING 86.94 FEET NORTH AND 801.34 FEET WEST OF THE S.E. COR. OF SEC. 20, T34N, R12W, S.L.B. & M. AND RUNNING THENCE	
S 0° 0' 0" W	139.99 FEET; THENCE
S 89° 14' 42" W	7.00 FEET; THENCE
S 0° 0' 0" W	820.43 FEET; THENCE
N 85° 44' 18" E	213.60 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF A 430 FOOT RADIUS CURVE TO THE LEFT OF A 430 FOOT RADIUS CURVE TO THE LEFT
150.10 FEET; (CHORD BEARS S 80° 14' 19" W 149.34 FEET);	
THENCE SOUTHWESTERLY ALONG THE ARC OF A 430 FOOT RADIUS CURVE TO THE RIGHT	
140.77 FEET; (CHORD BEARS S 80° 14' 19" W 149.34 FEET); THENCE	
N 89° 44' 18" W	335.34 FEET; THENCE
N 89° 44' 18" W	67.22 FEET; THENCE
N 89° 44' 18" W	100.00 FEET; THENCE
N 89° 44' 18" W	239.27 FEET; THENCE
N 89° 44' 18" W	173.58 FEET; THENCE
N 89° 44' 18" W	170.00 FEET; THENCE
N 89° 44' 18" W	170.00 FEET; THENCE
N 89° 44' 18" W	69.91 FEET; THENCE
N 89° 44' 18" W	226.95 FEET; THENCE
N 89° 44' 18" W	240.00 FEET; THENCE
S 89° 44' 18" W	100.00 FEET; THENCE
N 89° 44' 18" W	144.40 FEET TO THE SOUTH OF 700 SOUTH STREET; THENCE
S 89° 44' 18" W 144.40 FEET ALONG SAID SOUTH LINE TO THE POINT OF BEGINNING.	
CONTAINS 30.38 ACRES AND 36 LOTS	

21 AUG. 86
DATE

BECKLEY S. WILSON
REGISTERED LAND SURVEYOR
STATE OF UTAH

SIGNATURE

CURVE DATA

CHORD	BELLS	RADIUS	TANGENT	ARC	CHORD BEARING	CHORD	CURVE	BELLS	RADIUS	TANGENT	ARC	CHORD BEARING	CHORD
1	86.94	430.00	24.22	149.34	S 80° 14' 19" W	149.34	1	86.94	430.00	24.22	149.34	S 80° 14' 19" W	149.34
2	86.94	430.00	24.22	149.34	S 80° 14' 19" W	149.34	2	86.94	430.00	24.22	149.34	S 80° 14' 19" W	149.34
3	86.94	430.00	24.22	149.34	S 80° 14' 19" W	149.34	3	86.94	430.00	24.22	149.34	S 80° 14' 19" W	149.34
4	86.94	430.00	24.22	149.34	S 80° 14' 19" W	149.34	4	86.94	430.00	24.22	149.34	S 80° 14' 19" W	149.34
5	86.94	430.00	24.22	149.34	S 80° 14' 19" W	149.34	5	86.94	430.00	24.22	149.34	S 80° 14' 19" W	149.34
6	86.94	430.00	24.22	149.34	S 80° 14' 19" W	149.34	6	86.94	430.00	24.22	149.34	S 80° 14' 19" W	149.34
7	86.94	430.00	24.22	149.34	S 80° 14' 19" W	149.34	7	86.94	430.00	24.22	149.34	S 80° 14' 19" W	149.34
8	86.94	430.00	24.22	149.34	S 80° 14' 19" W	149.34	8	86.94	430.00	24.22	149.34	S 80° 14' 19" W	149.34
9	86.94	430.00	24.22	149.34	S 80° 14' 19" W	149.34	9	86.94	430.00	24.22	149.34	S 80° 14' 19" W	149.34
10	86.94	430.00	24.22	149.34	S 80° 14' 19" W	149.34	10	86.94	430.00	24.22	149.34	S 80° 14' 19" W	149.34
11	86.94	430.00	24.22	149.34	S 80° 14' 19" W	149.34	11	86.94	430.00	24.22	149.34	S 80° 14' 19" W	149.34
12	86.94	430.00	24.22	149.34	S 80° 14' 19" W	149.34	12	86.94	430.00	24.22	149.34	S 80° 14' 19" W	149.34
13	86.94	430.00	24.22	149.34	S 80° 14' 19" W	149.34	13	86.94	430.00	24.22	149.34	S 80° 14' 19" W	149.34
14	86.94	430.00	24.22	149.34	S 80° 14' 19" W	149.34	14	86.94	430.00	24.22	149.34	S 80° 14' 19" W	149.34
15	86.94	430.00	24.22	149.34	S 80° 14' 19" W	149.34	15	86.94	430.00	24.22	149.34	S 80° 14' 19" W	149.34
16	86.94	430.00	24.22	149.34	S 80° 14' 19" W	149.34	16	86.94	430.00	24.22	149.34	S 80° 14' 19" W	149.34
17	86.94	430.00	24.22	149.34	S 80° 14' 19" W	149.34	17	86.94	430.00	24.22	149.34	S 80° 14' 19" W	149.34
18	86.94	430.00	24.22	149.34	S 80° 14' 19" W	149.34	18	86.94	430.00	24.22	149.34	S 80° 14' 19" W	149.34
19	86.94	430.00	24.22	149.34	S 80° 14' 19" W	149.34	19	86.94	430.00	24.22	149.34	S 80° 14' 19" W	149.34
20	86.94	430.00	24.22	149.34	S 80° 14' 19" W	149.34	20	86.94	430.00	24.22	149.34	S 80° 14' 19" W	149.34
21	86.94	430.00	24.22	149.34	S 80° 14' 19" W	149.34	21	86.94	430.00	24.22	149.34	S 80° 14' 19" W	149.34
22	86.94	430.00	24.22	149.34	S 80° 14' 19" W	149.34	22	86.94	430.00	24.22	149.34	S 80° 14' 19" W	149.34
23	86.94	430.00	24.22	149.34	S 80° 14' 19" W	149.34	23	86.94	430.00	24.22	149.34	S 80° 14' 19" W	149.34
24	86.94	430.00	24.22	149.34	S 80° 14' 19" W	149.34	24	86.94	430.00	24.22	149.34	S 80° 14' 19" W	149.34
25	86.94	430.00	24.22	149.34	S 80° 14' 19" W	149.34	25	86.94	430.00	24.22	149.34	S 80° 14' 19" W	149.34
26	86.94	430.00	24.22	149.34	S 80° 14' 19" W	149.34	26	86.94	430.00	24.22	149.34	S 80° 14' 19" W	149.34
27	86.94	430.00	24.22	149.34	S 80° 14' 19" W	149.34	27	86.94	430.00	24.22	149.34	S 80° 14' 19" W	149.34
28	86.94	430.00	24.22	149.34	S 80° 14' 19" W	149.34	28	86.94	430.00	24.22	149.34	S 80° 14' 19" W	149.34
29	86.94	430.00	24.22	149.34	S 80° 14' 19" W	149.34	29	86.94	430.00	24.22	149.34	S 80° 14' 19" W	149.34
30	86.94	430.00	24.22	149.34	S 80° 14' 19" W	149.34	30	86.94	430.00	24.22	149.34	S 80° 14' 19" W	149.34
31	86.94	430.00	24.22	149.34	S 80° 14' 19" W	149.34	31	86.94	430.00	24.22	149.34	S 80° 14' 19" W	149.34
32	86.94	430.00	24.22	149.34	S 80° 14' 19" W	149.34	32	86.94	430.00	24.22	149.34	S 80° 14' 19" W	149.34
33	86.94	430.00	24.22	149.34	S 80° 14' 19" W	149.34	33	86.94	430.00	24.22	149.34	S 80° 14' 19" W	149.34
34	86.94	430.00	24.22	149.34	S 80° 14' 19" W	149.34	34	86.94	430.00	24.22	149.34	S 80° 14' 19" W	149.34
35	86.94	430.00	24.22	149.34	S 80° 14' 19" W	149.34	35	86.94	430.00	24.22	149.34	S 80° 14' 19" W	149.34
36	86.94	430.00	24.22	149.34	S 80° 14' 19" W	149.34	36	86.94	430.00	24.22	149.34	S 80° 14' 19" W	149.34

APPROVAL AND ACCEPTANCE

I AND IN ACCORDANCE WITH THE COUNCIL THIS _____ DAY OF _____ A.D. 19____ AT _____ WHICH TIME THIS SUBDIVISION WAS APPROVED AND ACCEPTED.

ATTEST: _____

CORPORATE ACKNOWLEDGEMENT

STATE OF _____ COUNTY OF _____

ON THE _____ DAY OF _____ 19____ PERSONALLY APPEARED BEFORE ME, THE UNDER-SIGNED NOTARY PUBLIC IN AND FOR SAID STATE AND COUNTY, _____ AND _____ AT FEEL BEING DULY SWORN ACKNOWLEDGED TO ME THAT _____ IS SAID CORPORATION AND THAT _____ SIGNED THE OWNERS' DEDICATION FREELY, VOLUNTARILY AND IN BEHALF OF SAID CORPORATION FOR THE PURPOSES THEREIN MENTIONED.

NOTARY PUBLIC

OWNER'S DEDICATION

WE, THE UNDERSIGNED OWNERS OF THE HEREIN DESCRIBED TRACT OF LAND, HEREBY SET APART AND SUBDIVIDE THE SAME INTO LOTS AND STREETS AS SHOWN ON THIS PLAT AND NAME SAID TRACT _____ AND HEREBY DEDICATE, DONATE, ASSIGN, ALL AND CONVEY TO _____ CITY, _____ COUNTY, UTAH, ALL THOSE PARTS OR PORTIONS OF SAID TRACT OF LAND DESIGNATED AS STREETS, THE SAME TO BE USED AS PUBLIC THOROUGHFARES FOREVER, AND ALSO DEDICATE TO _____ CITY THOSE STRIPS OR PORTIONS FOR PUBLIC UTILITY AND DRAINAGE PURPOSES AS SHOWN HEREON. THE SAME TO BE USED FOR THE INSTALLATION, MAINTENANCE AND OPERATION OF PUBLIC UTILITY SERVICE LINE AND DRAINAGE AS MAY BE AUTHORIZED BY _____ CITY. IN WITNESS WHEREOF WE HAVE HEREUNTO SET OUR SIGNATURE THIS _____ DAY OF _____ 19____