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# MASTER DEVELOPMENT AGREEMENT FOR THE HIDDEN CANYON ESTATES, MERCER MOUNTAIN ESTATES, AND LAKEVIEW HEIGHTS PROPERTIES

This Development Agreement (the "Agreement") is made and entered into this 13 day of April, 2015 by and between **DJ Investment Group, L.L.C.**, a Utah limited liability company, and **David K. Mast** (hereinafter collectively referred to as "DJIG"), **Wasatch Land Company**, a Utah Corporation and its related entities owned and controlled by Steve Maddox ("WLC"), and **Draper City**, a municipality and political subdivision of the State of Utah (the "City") (collectively the "Parties").

ENT 41579:2015 PG 1 of 27  
JEFFERY SMITH  
UTAH COUNTY RECORDER  
2015 May 14 1:09 pm FEE 88.00 BY SS  
RECORDED FOR DRAPER CITY

12050023  
05/14/2015 10:13 AM #0-00  
Book - 10324 Ps - 310-335  
GARY W. OTT  
RECORDER, SALT LAKE COUNTY, UTAH  
CITY OF DRAPER  
1020 E PIONEER RD  
DRAPER UT 84020  
BY: LHA, DEPUTY - WI 26 P.

## RECITALS

A. There is a dispute between DJIG and the City with respect to various aspects of that certain Property Exchange Agreement dated July 20, 2004 and that certain Development Agreement for Hidden Canyon Estates dated January 28, 2005 (collectively the "Prior Agreements"), which is the subject of a legal action now pending in the Third Judicial District Court for Salt Lake County, State of Utah, captioned Draper City v. David K. Mast, et al., Civil No. 080412820 (the "Litigation"). Without waiving or conceding their respective positions in the Litigation, by this Agreement DJIG and the City intend to fully and completely settle, compromise and resolve all claims and controversies between them arising out of or in any way referring to or relating to the Litigation and the Prior Agreements, and to provide for development of certain properties located in the City as more fully set forth below.

B. DJIG owns a parcel of real property consisting of approximately 110 acres located within the City which is known as Hidden Canyon Estates ("HCE") more specifically described in Exhibit A attached hereto and incorporated by reference.

C. The City owns two (2) parcels of real property consisting of approximately twenty (20) acres each. The first is known as Mercer Mountain Estates ("MME") more particularly described in Exhibit B attached hereto and incorporated by reference; the second is known as Lakeview Heights ("LH") more particularly described in Exhibit C attached hereto and incorporated by reference. The Agreement sometimes refers to these three properties as the "Properties" and their respective locations are depicted in Exhibit D, attached hereto and incorporated by reference.

D. Pursuant to this Agreement, the City shall convey to DJIG the MME and LH parcels and approve development of the Properties as more fully described below.

E. WLC has agreed to purchase the HCE, MME, and LH parcels from DJIG and shall develop them in compliance with the terms and conditions of this Agreement as more fully set forth below. If for any reason WLC does not purchase or complete the purchase of the Properties or any portion thereof, DJIG shall have the right to sell the Properties or any unpurchased portion of the Properties to a successor Developer to whom the City consents, which consent shall not be unreasonably withheld. WLC or any successor to whom DJIG sells the Properties or any portion thereof as set forth herein shall have the development rights and the obligations described by this Agreement, and is hereinafter referred to as "Developer."

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F. The City, acting pursuant to its authority under Utah Code Ann. §§ 10-9a-101, *et seq.*, and its land use policies, ordinances and regulations has made required determinations with respect to the Properties and has elected to approve this Agreement to facilitate development of the Properties.

NOW THEREFORE, in consideration of the mutual covenants contained herein and other good and valuable consideration, which the Parties acknowledge are received and sufficient, the Parties agree as follows:

1. Incorporation of the Recitals. Recitals are incorporated as an integral part of the Agreement.

2. Property Exchange. The City has declared the MME and LH parcels to be surplus. After completing a study, giving notice and providing a hearing, as an integral part of the consideration for this Agreement, the City shall convey the MME and LH parcels to DJIG by Special Warranty Deeds, free and clear of liens or encumbrances (except permitted liens or encumbrances as agreed to by the Parties), at no cost to DJIG except the consideration as otherwise provided for by this Agreement. The City shall deliver and execute the Special Warranty Deeds within thirty (30) days of the execution of this Agreement by the Parties, but the deeds shall be held in escrow if a precise legal description of the MME and LH parcels is not available at that time so that all deeds contain accurate and precise legal descriptions to be attached when the deeds are delivered by the City to DJIG pursuant to the terms of this Agreement. The City shall not unreasonably delay completing the documents and allow the deeds to be finalized and recorded.

3. Development of the Properties and Applicable Standards. Developer shall be entitled to submit applications for preliminary plat or site plan approval, as applicable, and develop the Properties in accordance with the development standards and requirements as more fully set forth herein.

3.1 Development of the HCE Parcel. Developer shall be entitled to develop the HCE parcel to include up to a maximum of three hundred (300) single-family residential dwelling units on building lots no less than 7500 sq. ft. each, subject to compliance with the terms and conditions of this Agreement. The actual number of single family dwelling lots up to the maximum of 300 shall be determined at the sole discretion of the Developer and the City will not reject any preliminary or final plat applications submitted by the Developer that comply with the development standards set forth below or impose any further requirements not contained in the Draper City Municipal Code ("DCMC"). The Parties understand and agree that all development on the HCE parcel shall be required to be part of the Traverse Ridge Special Service District (the "TRSSD"). Developer shall submit an appropriate petition for the addition of the HCE parcel to the TRSSD. The specific development standards applicable to the HCE parcel are more particularly described in Exhibit E attached hereto and by this reference made a part hereof. In the event Exhibit E does not provide a specific development standard, the applicable standards as set forth or referenced in the DCMC shall govern. In the event of a conflict between the DCMC and this Agreement the more specific provisions of this Agreement and its exhibits shall control. Developer shall coordinate

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with City to include public trails and a trailhead in its plans for HCE, or on City-owned property adjacent to HCE, and shall contribute \$500,000 towards the construction of the trails and trailhead. The trails and trailhead shall be included in either the first or second phase of the HCE project. Alternatively, Developer shall pay \$500,000 to City for its use in constructing the trail and/or other community improvements, which payment shall be made prior to final approval of the second phase of the HCE development. Monies may also be used, at the City's discretion, to construct trail heads and improvements on surplus city-owned dam property. Developer shall be allowed to use Upper Corner Canyon Road as a temporary secondary emergency access until such time as a permanent secondary access road is built, as long as the access is maintained in accordance with adopted and applicable codes, including the Fire Code; and alternatively, at Developer's discretion, Developer may build a temporary 24-foot wide paved road as a secondary access in a different location in compliance with applicable codes, which can be removed once a permanent secondary access is completed. Nothing herein shall preclude Developer from developing up to 50 lots without a secondary access if such development is in compliance with adopted building and fire codes.

3.2 Development of the MME Parcel. Developer shall be entitled to develop the MME parcel to include up to a maximum of fifty (50) single family residential dwelling units on building lots no less than 12,000 sq. ft. each, subject to compliance with the terms and conditions of this Agreement. The actual number of single family residential dwelling lots up to the maximum of 50 shall be determined at the discretion of Developer in accordance with the development standards described herein. The specific development standards applicable to the MME parcel are more particularly described in Exhibit E. In the event that Exhibit E does not provide a specific development standard, the applicable standards as set forth or referenced in the DCMC shall govern. In the event of a conflict between the DCMC and this Agreement, the more specific provisions of this Agreement and its exhibits shall control. In addition, Developer may develop the MME parcel as a gated community at its discretion. All roads within MME shall be private streets and the residents shall be responsible for road maintenance, including, but not limited to, snow removal, streets light and landscaping. All such private roads and related improvements and utilities, including, but not limited to landscaping and streetlights, shall be constructed in compliance with all applicable fire code access requirements and City standards as set forth or referenced in the DCMC. City shall provide a road easement as generally depicted in Exhibit ~~1~~ for access to MME. The final alignment of the easement shall be determined during the plat approval for process for MME.

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3.3 Development of the LH parcel. Developer shall be entitled to develop the LH parcel to include up to a maximum of One Hundred Sixty (160) townhomes or condominiums subject to compliance with the terms and conditions of this Agreement. The actual number of townhomes or condominiums up to the maximum of 160 shall be determined at the discretion of Developer in accordance with the development standards described herein. The Parties understand that the housing product in LH shall be attached housing. The specific development standards applicable to the LH parcel shall be those set forth in Chapter 9-32 of the DCMC, except as specifically provided in this Agreement. In the event of a conflict between the DCMC and this Agreement, the more

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specific provisions of this Agreement and its exhibits shall control. All roads within LH shall be private streets and the residents shall be responsible for road maintenance, including, but not limited to, snow removal, streets light and landscaping. All such private roads and related improvements and utilities, including but not limited to landscaping and streetlights, shall be constructed in compliance with applicable fire code access requirements and City standards as set forth or referenced in the DCMC.

4. Prior Agreements Superseded. Except as otherwise specifically provided herein, this Agreement supersedes and abrogates the Prior Agreements in all respects and such Prior Agreements shall no longer be of any further force and effect.

5. SunCrest MDA Superseded as to MME and LH Parcels. The Parties understand and acknowledge that the MME and LH parcels were included as part of the property covered by and subject to the provisions of that certain Master Development Agreement for the SunCrest Master Planned Community dated August 29, 1999, and various amendments to that original agreement (collectively the "SunCrest MDA"). The Parties agree and acknowledge that this Agreement supersedes and abrogates the SunCrest MDA as it relates to the MME and LH parcels of property and the SunCrest MDA shall be of no further force and effect as it relates to the MME and LH parcels of property. However, both parcels shall be required to belong to the SunCrest Owners Association.

6. Separate Owners Associations for MME and LH Parcels. Developer shall form a separate owners association for both the MME and LH parcels with conditions, covenants and restrictions that provide an appropriate mechanism to cover the costs of maintaining the private roads, utilities and improvements constructed to service development within those parcels.

7. Preliminary and Final Subdivision Plat and/or Site Plan Approval. The City shall process applications for development of the Properties in a timely manner in accordance with the DCMC. The City will be constructing regional storm water drainage facilities, including a detention basin and related improvements (the "Storm Drainage Improvements") that will benefit HCE. The City will allow Developer to submit applications for preliminary and final plat review and processing during the time of construction of the Storm Drainage Improvements, but no applications for building permits shall be accepted by City until the Storm Drainage Improvements are operational. Developer expressly acknowledges and agrees nothing in this Agreement shall be deemed to relieve Developer of the obligation to comply with all of the applicable requirements for the approval of preliminary and final subdivision plats, or preliminary and final site plans, as applicable, for the proposed development of the Properties consistent with the terms and conditions of this Agreement and the applicable provisions of the DCMC.

8. Phasing. The Developer may develop the Properties in several phases as market conditions dictate as long as each phase provides for the logical extension of infrastructure and utilities as approved by the City in compliance with the terms of this Agreement and the applicable provisions of the DCMC. Nothing in this Agreement shall preclude Developer from applying for preliminary and final plat approval prior to the completion of the water and storm drainage infrastructure being completed.

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9. Payment of Fees.

9.1 General Requirement of Payment of Fees. Developer shall pay to the City all of the fees, including, but not limited to, application fees, inspection fees, impact fees and connection fees in the amounts set forth the Draper City Consolidated Fee Schedule.

9.2 Special Project Fee for Culinary Water System Improvements. In lieu of an impact fee for culinary water system improvements, Developer shall pay a special project fee to the City to reimburse the City for the cost of culinary water system improvements that were necessary to provide culinary water service to the Properties. Because such improvements will benefit all landowners at the top of Traverse Mountain, Buyer shall pay its pro rata share of the benefit conferred on all such landowners, which is in the amount of two thousand seven hundred dollars (\$2700) per residential dwelling unit for all development on the Mountain, both single family and multifamily, at the time of and as a condition of final subdivision plat or site plan approval, as applicable. Payment will be required per phase and equal to the number of lots in the phase. In addition to the special project fee, Buyer shall also pay the applicable water system hookup fee for each structure as listed in the City's Consolidated Fee Schedule.

10. Vested Rights.

10.1 Vested Rights. Developer shall have the vested right to have preliminary and final subdivision plats, or preliminary and final site plans, and to develop and construct its HCE, MME, and LH Properties in accordance with and subject to compliance with the terms and conditions of this Agreement and other applicable provisions of the DCMC.

10.2 Reserved Legislative Powers. The Parties acknowledge that the City is restricted in its authority to limit its police power by contract and that the limitations, reservations and exceptions set forth herein are intended to reserve to the City those police powers that cannot be so limited. Notwithstanding the retained power of the City to enact such legislation under the police powers, such legislation shall only be applied to modify any development standards that are applicable to the Properties under the terms of this Agreement based upon the policies, facts and circumstances meeting the compelling, countervailing public interest exception to the vested rights doctrine of the State of Utah. Any such proposed legislative changes shall be of general application to all development activity in the City; and, unless the City declares an emergency, Developer shall be entitled to prior written notice and an opportunity to be heard with respect to any proposed change and its applicability to the Properties under the compelling, countervailing public interest exception to the vested rights doctrine.

11. Infrastructure and the Provision of Municipal Services. Developer shall have the right and the obligation to construct or cause to be constructed and installed all of the public or private infrastructure, including but not limited to roads and utilities, which are located on and necessary to service any portion of the Properties which are the subject of an application for development approval, and off-site improvements necessary to connect to existing utilities.

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11.1 Provision of Municipal Services. Subject to construction of the necessary infrastructure and utilities to service any portion of the Properties that are the subject of a development application, pursuant to the applicable provisions of the DCMC the City shall provide all City services to such Properties that it provides from time to time to other residents and properties located within the TRSSD, including, but not limited to, police and other emergency services. Such services shall be provided to the Properties at the same levels of service, and on the terms and conditions and at the same rates, as provided to other residents and properties located in the TRSSD. The City shall provide easements necessary for the construction of underground utility lines within City rights of way, except not within or through areas covered by any conservation easement, unless approval is obtained from the easement holder.

11.2 Culinary Water Service. The City shall be the culinary water authority and service provider for the Properties and agrees to allow Developer to construct a connection from the Properties to existing culinary water transmission lines which the City agrees to provide sufficient capacity to service 510 residential units. Developer shall construct, at his sole cost and expense, any culinary water lines that are necessary within the Properties and off-site to the point of connection with existing culinary water transmission lines of the City as part of and at the time of development of the Properties. The City represents that construction of an additional pump station at 14600 South has begun, and that once the second pump station at 14600 South is completed, it will have sufficient water available going to the top of Traverse Mountain to service the Properties.

11.3 Sanitary Sewer Service. The Parties understand and acknowledge that sanitary sewer service for the Properties will be provided by a third party, the South Valley Sanitary Sewer District ("SVSSD"). Developer shall be responsible for the cost of constructing appropriately sized transmission lines and facilities within the Properties and off-site to connect to and provide sanitary sewer service according to the requirements of the SVSSD.

11.4 Storm Water Drainage System Facilities and Improvements. All storm drainage facilities shall be designed and constructed in accordance with the Draper City Drainage Design Criteria as reflected in Title 11, Chapter 2 of the DCMC.

12. Dismissal of Litigation. DJIG and the City hereby agree that upon execution of this Agreement, a stipulation, motion and order of dismissal shall be executed by their respective counsel and filed in the Third Judicial District Court dismissing the Litigation with prejudice and upon the merits, with all parties to bear their own respective costs and attorney's fees.

13. Mutual General Release of All Claims. As part of this Agreement, DJIG and the City, for and on behalf of themselves and their respective owners, members, managers, officers, employees, agents, indemnitors, insurers, successors and assigns, hereby release and forever discharge each other together with their respective owners, members, managers, officers, employees, agents, indemnitors, insurers, successors and assigns from any and all claims,

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counterclaims, demands, liabilities, damages, causes of action, costs and expenses, including attorney's fees arising out of or in any way related to the Litigation and the Prior Agreements.

14. Successors and Assigns.

14.1 Binding Effect. This Agreement shall be binding upon the successors and assigns of DJIG and Developer in the ownership or development of any portion of the Properties.

14.2 Assignment. Neither this Agreement nor any of its provisions, terms or conditions may be assigned to any other party, individual or entity without assigning the rights as well as the responsibilities under this Agreement and without the prior written consent of the City, which consent shall not be unreasonably withheld. Any such request for assignment may be made by letter addressed to Draper City, and the prior written consent of the City may also be evidenced by letter from the City to Developer or its successors or assigns.

15. Default.

In the event any party fails to perform its obligations hereunder or to comply with the terms hereof, within thirty (30) days after giving written notice of default, the non-defaulting party may, at its election, have the following remedies:

- a. All rights and remedies available at law and in equity, including injunctive relief specific to performance and/or damages;
- b. The right to withhold all further approvals, licenses, permits, or other rights associated with any activity or development described in this Agreement until such default has been cured; and
- c. The rights and remedies set forth herein shall be cumulative.

16. Notices.

Any notices, requests and demands required or desired to be given hereunder shall be in writing and shall be served personally upon the party for whom intended, or if mailed, be by certified mail, return receipt requested, postage prepaid, to such party at its address shown below.

**To DJIG:**

Attention: David K. Mast  
41520 N. Whistling Strait Dr.  
Anthem, AZ 85086

DJIG D.K.M.

WLC SM

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**To Wasatch Land Company:**

Attention: Steve Maddox  
480 West 800 North, Suite 203  
Orem, UT 84057

ENT 41579:2015 PG 8 of 27

**To Draper City:**

Attention: Draper City Manager  
1020 East Pioneer Road  
Draper, Utah 84020

Any party may change its address or notice by giving written notice to the other party in accordance with the provisions of this section.

17. General Terms and Conditions.

17.1 Terms of Agreement. The term of this Agreement shall be for a period of ten (10) years following the date of its adoption.

17.2 Agreement to Run with the Land. This Agreement shall be recorded in the office of the Salt Lake County and Utah County Recorder against the Properties and is intended to and shall be deemed to run with the land and shall be binding on all successors in the ownership of any portion of the Properties.

17.3 Entire Agreement.

This Agreement, together with the Exhibits hereto, integrates all of the terms and conditions pertaining to the subject matter hereof and supersedes all prior negotiations, representations, promises, inducements, or previous agreements between the parties hereto with respect to the subject matter hereof. Any amendments hereto must be in writing and signed by the respective parties hereto.

17.4 Headings.

The headings contained in this Agreement are intended for convenience only and are in no way to be used to construe or limit the text herein.

17.5 Non-Liability of City Officials or Employees.

No officer, representative, agent, or employee of the City shall be personally liable to DJIG and Developer or any successor-in-interest or assignee of DJIG and Developer, in the event of any default or breach by the City or for any amount which may become due to DJIG and Developer, or its successors or assignees, for any obligation arising out of the terms of this Agreement.

DJIG P.K.M.

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17.6 No Third-Party Rights.

The obligations of the parties set forth in this Agreement shall not create any rights in or obligations to any persons or parties other than to the City and DJIG and Developer. The City and DJIG and Developer alone shall be entitled to enforce or waive any provisions of this Agreement to the extent that such provisions are for their benefit.

17.7 Severability.

Should any portion of this Agreement for any reason be declared invalid or unenforceable, the invalidity or unenforceability of such portion shall not affect the validity of any of the remaining portions, and the same shall be deemed in full force and effect as if this Agreement had been executed with the invalid portions eliminated.

17.8 Waiver.

No waiver of any of the provisions of this Agreement shall operate as a waiver of any other provision regardless of any similarity that may exist between such provisions nor shall a waiver in one instance operate as a waiver in any future event. No waiver shall be binding unless executed in writing by the waiving party.

17.9 Governing Law.

This Agreement and the performance hereunder shall be governed by the laws of the State of Utah.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement by and through their respective duly authorized representatives as of the day and year first written above.

**DJ INVESTMENT GROUP, L.L.C,** a  
Utah limited liability company

By *Sam P. Maddipati*  
Its *Member/Manager*

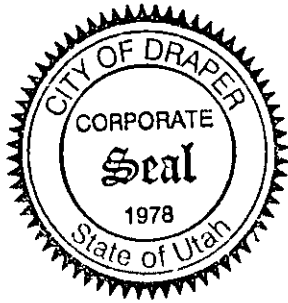
**WASATCH LAND COMPANY, LLC**

By *Stuart Maddipati (Member)*  
Its *Member*

DJIG *D.I.M.*

WLC *SA*

Draper City *Thw*



DRAPER CITY

*Troy K. Walker*  
\_\_\_\_\_  
Mayor Troy K. Walker

Attest:

*Rachelle Conner*  
\_\_\_\_\_  
Rachelle Conner, Draper City Recorder

DJIG *P. H. M.*

WLC *SM*

Draper City *T. Walker*

EXHIBIT A  
HCE LEGAL DESCRIPTION

DJIG P.K.M.

WLC SM

Draper City TKW

**EXHIBIT A**

Beginning at the South quarter corner of Section 10, Township 4 South, Range 1 East, Salt Lake Meridian, Utah County, Utah;

thence South 89°49'39" West 435.67 feet along section line;

thence North 02°28'11" East 101.97 feet;

thence South 89°34'04" West 60.08 feet;

thence South 02°28'25" West 52.46 feet;

thence South 89°41'36" West 98.39 feet to a point on the easterly right-of-way line of the Upper Corner Canyon Road as shown on Dedication Map No 14263 recorded June 4, 2014 of official records and

thence along a non-tangent curve to the right having a radius of 1028.00 feet and a chord that bears South 29°54'01" West 83.64 feet;

thence along said right-of-way and said curve a distance of 83.66 feet;

thence along said right-of-way South 32°13'54" West 142.57 feet to a point on the Northerly right-of-way of Suncrest Drive and a non-tangent curve to the left having a radius of 636.00 feet and a chord that bears North 61°25'26" West 24.28 feet;

thence along said right-of-way and said curve a distance of 24.28 feet;

thence along said right-of-way North 62°31'05" West 168.45 feet to the Easterly right-of-way line of the Salt Lake Aqueduct;

thence along said right-of-way North 30°22'12" West 1585.36 feet;

thence South 89°57'44" East 353.00 feet;

thence North 00°09'38" East 1315.06 feet to a point on the quarter section line;

thence South 89°44'00" East 1331.96 feet along quarter section line to the center of said Section 10;

thence North 00°26'11" West 129.24 feet along quarter section line to a point on the Utah/Salt Lake County Boundary;

thence North 79°56'05" East 445.22 feet along said County Boundary;

thence North 44°29'38" East 745.16 feet along said County Boundary;

thence South 1917.43 feet;

thence South 89°56'15" West 738.44 feet;

thence North 341.92 feet;

thence West 370.00 feet;

thence South 67°24'08" West 150.28 feet;

*P. C. M.*

*SM*

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thence South  $73^{\circ}59'53''$  West 103.20 feet;

thence North  $87^{\circ}05'36''$  West 117.19 feet;

thence North  $69^{\circ}31'39''$  West 126.46 feet to a point on a non-tangent curve to the left having a radius of 770.00 feet and a chord that bears South  $09^{\circ}10'59''$  West 514.57 feet;

thence along said curve a distance of 524.66 feet;

thence South  $88^{\circ}29'38''$  East 698.25 feet to quarter section line;

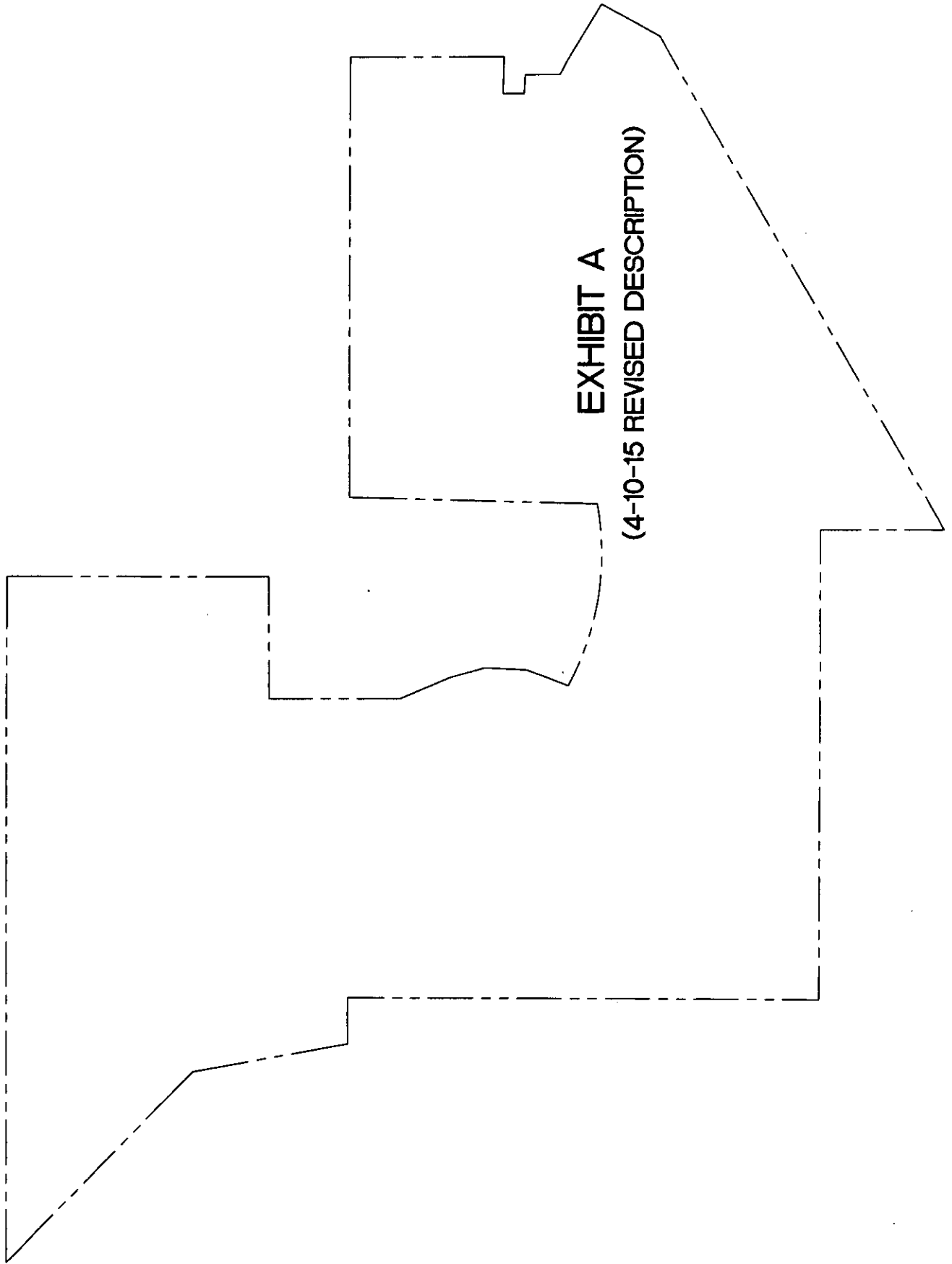
thence South  $00^{\circ}00'35''$  West 1219.78 feet along quarter section line to the POINT OF BEGINNING.

Contains 4489224 square feet or 103.06 acres, more or less.

*P.K.M.*

*SM*

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**EXHIBIT A**  
**(4-10-15 REVISED DESCRIPTION)**

*P. K. V. C.*

*SM*

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EXHIBIT B  
MME LEGAL DESCRIPTION

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**EXHIBIT B**

That portion of Section 15, Township 4 South, Range 1 East, Salt Lake Meridian, Utah County, Utah, more particularly described as follows:

Commencing at North quarter corner of said Section 15; thence South  $89^{\circ}59'52''$  East 1136.54 feet along section line to the POINT OF BEGINNING;

thence continuing South  $89^{\circ}59'52''$  East 340.99 feet along section line;

thence South  $05^{\circ}09'47''$  East 249.40 feet;

thence South  $00^{\circ}47'17''$  West 129.28 feet;

thence South  $17^{\circ}08'17''$  East 100.65 feet;

thence South  $41^{\circ}08'43''$  East 117.13 feet;

thence North  $17^{\circ}29'33''$  East 208.07 feet;

thence North  $18^{\circ}49'34''$  East 158.99 feet;

thence North  $48^{\circ}10'58''$  East 205.15 feet;

thence North  $54^{\circ}41'41''$  East 132.04 feet to a point on section line;

thence South  $89^{\circ}59'52''$  East 334.97 feet along section line;

thence South  $34^{\circ}04'54''$  East 228.37 feet;

thence South  $23^{\circ}08'47''$  West 174.03 feet;

thence South  $48^{\circ}12'48''$  West 164.75 feet;

thence South  $85^{\circ}24'15''$  West 152.05 feet;

thence South  $06^{\circ}38'55''$  West 751.17 feet;

thence South  $19^{\circ}49'50''$  West 98.42 feet;

thence South  $32^{\circ}14'01''$  West 119.20 feet;

thence South  $77^{\circ}22'39''$  West 144.43 feet;

thence South  $84^{\circ}14'21''$  West 160.54 feet;

thence North  $06^{\circ}15'29''$  West 233.51 feet to a point on a non-tangent curve to the right having a radius of 170.50 feet and a chord that bears North  $34^{\circ}23'19''$  West 142.39 feet;

thence along said curve a distance of 146.89 feet;

thence North  $09^{\circ}42'29''$  West 245.26 feet to a point on a non-tangent curve to the left having a radius of 379.50 feet and a chord that bears North  $32^{\circ}48'39''$  West 297.82 feet;

thence along said curve a distance of 306.05 feet;

*P. J. M.*

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thence North 55°54'49" West 138.42 feet to a curve to the right having a radius of 420.50 feet, a central angle of 12°14'39" and a chord that bears North 49°47'30" West 89.69 feet;

thence along said curve a distance of 89.86 feet to a point on a non-tangent curve to the left having a radius of 269.50 feet and a chord that bears North 57°11'39" West 126.05 feet;

thence along said curve a distance of 127.23 feet;

thence North 70°43'07" West 148.40 feet to a point on a non-tangent curve to the right having a radius of 320.50 feet and a chord that bears North 65°20'25" West 60.09 feet;

thence along said curve a distance of 60.18 feet;

thence North 59°57'41" West 354.24 feet to a point on a non-tangent curve to the left having a radius of 279.50 feet and a chord that bears North 74°33'34" West 140.89 feet;

thence along said curve a distance of 142.43 feet;

thence North 89°09'26" West 499.87 feet to a point on a non-tangent curve to the left having a radius of 479.50 feet and a chord that bears South 87°42'28" West 52.45 feet;

thence along said curve a distance of 52.48 feet;

thence South 84°34'21" West 142.87 feet to a point on a non-tangent curve to the right having a radius of 520.50 feet and a chord that bears South 88°31'08" West 71.64 feet;

thence along said curve a distance of 71.70 feet;

thence North 87°32'06" West 24.37 feet;

thence South 02°27'54" West 10.00 feet;

thence North 87°32'06" West 16.00 feet to a point on a non-tangent curve to the right having a radius of 15.00 feet and a chord that bears South 47°27'55" West 21.21 feet;

thence along said curve a distance of 23.56 feet;

thence North 02°27'59" East 91.00 feet to a point on a non-tangent curve to the left having a radius of 15.00 feet and a chord that bears South 42°32'06" East 21.21 feet;

thence along said curve a distance of 23.56 feet;

thence South 87°32'06" East 40.37 feet to a curve to the left having a radius of 469.50 feet, a central angle of 07°53'32" and a chord that bears North 88°31'08" East 64.62 feet;

thence along said curve a distance of 64.67 feet;

thence North 84°34'21" East 142.87 feet to a curve to the right having a radius of 530.50 feet, a central angle of 06°16'14" and a chord that bears North 87°42'28" East 58.03 feet;

thence along said curve a distance of 58.06 feet;

P.K.M.

SMJ TKW

thence South 89°09'26" East 499.87 feet to a point on a non-tangent curve to the right having a radius of 330.50 feet and a chord that bears South 74°33'34" East 166.59 feet;  
thence along said curve a distance of 168.41 feet;  
thence South 59°57'41" East 354.24 feet to a point on a non-tangent curve to the left having a radius of 269.50 feet and a chord that bears South 65°20'25" East 50.52 feet;  
thence along said curve a distance of 50.59 feet;  
thence South 70°43'07" East 148.40 feet to a point on a non-tangent curve to the right having a radius of 320.50 feet and a chord that bears South 57°23'51" East 147.69 feet;  
thence along said curve a distance of 149.03 feet to a point on a non-tangent curve to the left having a radius of 17.00 feet and a chord that bears North 87°58'56" East 25.24 feet;  
thence along said curve a distance of 28.44 feet;  
thence North 40°02'26" East 80.39 feet to a point on a non-tangent curve to the left having a radius of 76.00 feet and a chord that bears North 13°49'29" East 67.15 feet;  
thence along said curve a distance of 69.55 feet;  
thence South 61°56'01" West 124.40 feet;  
thence North 56°50'44" West 120.76 feet;  
thence North 05°57'32" East 127.44 feet;  
thence North 24°22'20" East 200.34 feet to the POINT OF BEGINNING.  
Contains 25.587 acres, more or less.

D.K.M.

SM TKW

11800 West Lakehead  
Salt Lake City, UT 84116

Project Name: \_\_\_\_\_  
Client: \_\_\_\_\_

Legend:  
 Proposed Easement  
 Easement Shown  
 Easement to be Shown  
 Easement to be Shown  
 Easement to be Shown

Sheet No.	Total Sheets
1	27



Project: MAST SUNCREST PROPERTY DESCRIPTION  
 EXHIBIT  
 DRAFTER: UTUHH

Scale: 1" = 150'  
 Date: 1/6/2015  
 Sheet: 2 of 2

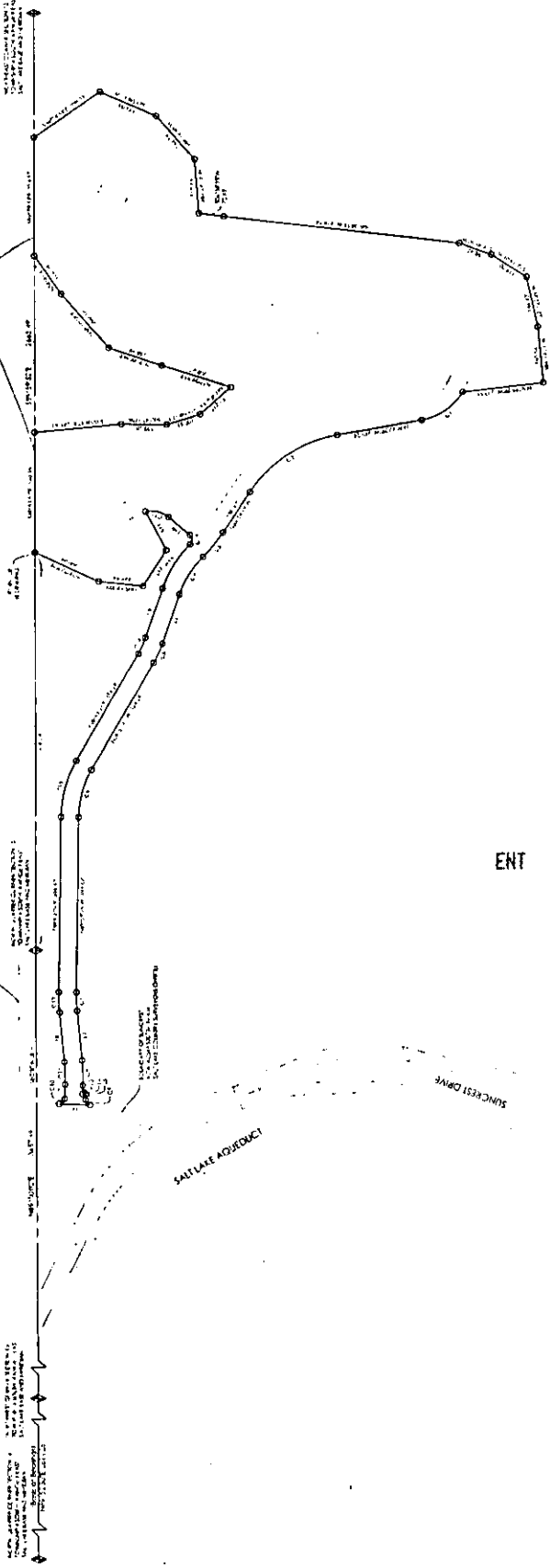
Exhibit B

STONEBUSH  
PHASE 3B

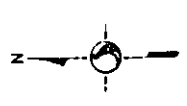
SALT LAKE AVENUE

100' WIDE EASEMENT TO BE SHOWN FOR ALL LOTS

A 100' WIDE EASEMENT TO BE SHOWN FOR ALL LOTS



Lot	Area	Perimeter	Area	Perimeter	Area	Perimeter
1	0.000	0.000	0.000	0.000	0.000	0.000
2	0.000	0.000	0.000	0.000	0.000	0.000
3	0.000	0.000	0.000	0.000	0.000	0.000
4	0.000	0.000	0.000	0.000	0.000	0.000
5	0.000	0.000	0.000	0.000	0.000	0.000
6	0.000	0.000	0.000	0.000	0.000	0.000
7	0.000	0.000	0.000	0.000	0.000	0.000
8	0.000	0.000	0.000	0.000	0.000	0.000
9	0.000	0.000	0.000	0.000	0.000	0.000
10	0.000	0.000	0.000	0.000	0.000	0.000
11	0.000	0.000	0.000	0.000	0.000	0.000
12	0.000	0.000	0.000	0.000	0.000	0.000
13	0.000	0.000	0.000	0.000	0.000	0.000
14	0.000	0.000	0.000	0.000	0.000	0.000
15	0.000	0.000	0.000	0.000	0.000	0.000
16	0.000	0.000	0.000	0.000	0.000	0.000
17	0.000	0.000	0.000	0.000	0.000	0.000
18	0.000	0.000	0.000	0.000	0.000	0.000
19	0.000	0.000	0.000	0.000	0.000	0.000
20	0.000	0.000	0.000	0.000	0.000	0.000
21	0.000	0.000	0.000	0.000	0.000	0.000
22	0.000	0.000	0.000	0.000	0.000	0.000
23	0.000	0.000	0.000	0.000	0.000	0.000
24	0.000	0.000	0.000	0.000	0.000	0.000
25	0.000	0.000	0.000	0.000	0.000	0.000
26	0.000	0.000	0.000	0.000	0.000	0.000
27	0.000	0.000	0.000	0.000	0.000	0.000



GRAPHIC SCALE  
 1 inch = 150 feet

ENT 41579:2015 PG 19 of 27

EASEMENT NO. 3

JFW

SM

Spik.M.

EXHIBIT C  
LH LEGAL DESCRIPTION

DJG P.L.C.M.

WLC SM

Draper City HW

**EXHIBIT C**

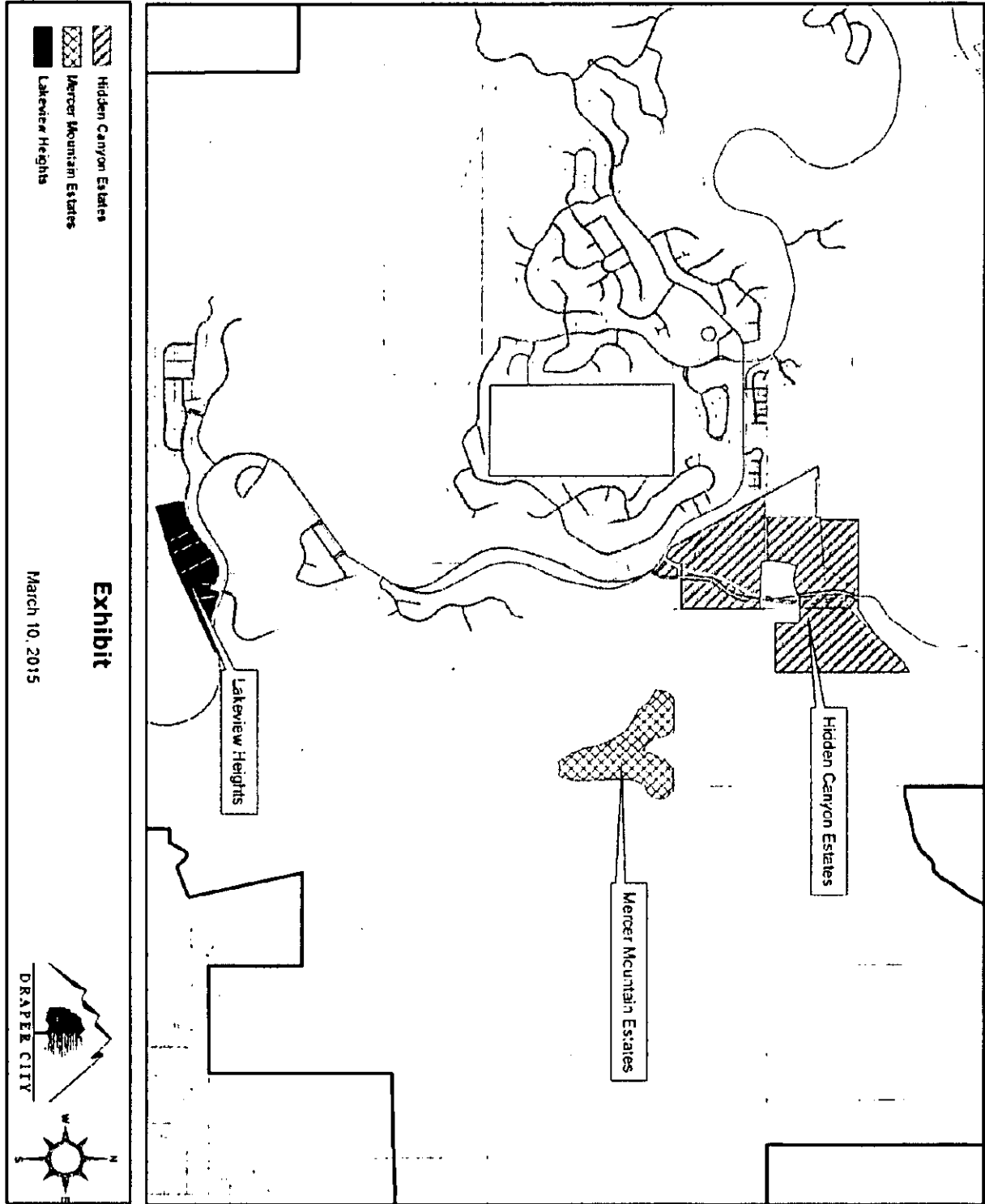
LOTS 1301, 1302, 1303, 1304, 1305, & 1306 of MAPLE HOLLOW 10, 11, & 13 & SUNCREST Subdivision, recorded Map No 10872 of the official records of Utah County, January 3<sup>rd</sup>, 2005.

*D.K.M.*

*SM*

*TKW*

EXHIBIT D  
PROPERTIES MAP



DJIG P.K.M.

WLC Suy

Draper City TW

EXHIBIT E

Development Standards

Development Standards		
	Hidden Canyon Estates	Mercer Meadows Estates
Minimum Lot Size	7,500 sq. ft	12,000 sq. ft.
Minimum Lot Frontage	40 ft	50 ft
Minimum Lot Width	70 ft	90 ft
Minimum Front Setback	15 (20 ft to garage)	15 feet (30 ft to garage)
Minimum Side Setback	6 ft	6 ft
Minimum Rear Setback	20 ft	20 ft
Minimum Corner Lot	15 ft	15 ft
Maximum Height	35 ft	35 ft
Minimum Parking	Minimum 2 off street in a garage	Minimum 2 off street in a garage
Accessory Buildings	As per Sections 9-10-40A and 9-27-120C of the DCMC	
Barns and Stables	As per Section 9-27-050 of the DCMC	
Swimming Pools	As per Section 9-27-180 of the DCMC	
<b>Development Standards for Lakeview Heights</b>		
Subject to all requirements of Section 9-32 of the DCMC		

**Architectural Requirements**

Building facades shall be constructed with attention to detail. Allowed materials shall include wood, stucco, brick, stone, or cement siding. Roofs shall be constructed to a minimum of an eight over twelve (8/12) pitch. There will be a minimum of an attached two (2) car garage for single-family structures. Attached products shall have a minimum of a one (1) car enclosed garage. A detached garage may be constructed but may not exceed 900 square feet in multi-family developments.

**Other requirements**

Wrought iron fencing shall be installed along all property boundaries in the HCE and MME developments where the property is adjacent to City-owned property before issuance of building permits for the phase of subdivision development to avoid encroachment.

DJIG P.K.M.

WLC SM

Draper City TKW

**Exhibit F**

Beginning at a point South 89°49'39" West 435.67 feet, along section line, and South 02°28'11" West 74.21 feet from the South quarter corner of Section 10, Township 4 South, Range 1 East, Salt Lake Meridian, Utah County, Utah and running  
thence North 65°20'50" West 193.87 feet to a point on the easterly right-of-way line of the Upper Corner Canyon Road as shown on Dedication Map No 14263 recorded June 4, 2014 of official records and thence along a non-tangent curve to the right having a radius of 1028.00 feet and a chord that bears South 31°13'47" West 35.96 feet;  
thence along said right-of-way and said curve a distance of 35.96 feet;  
thence along said right-of-way South 32°13'54" West 34.58 feet  
thence South 65°20'50" East 231.09 feet;  
thence North 02°28'11" East 75.60 feet to the POINT OF BEGINNING.  
Contains 14,858 square feet or 0.34 acres, more or less.

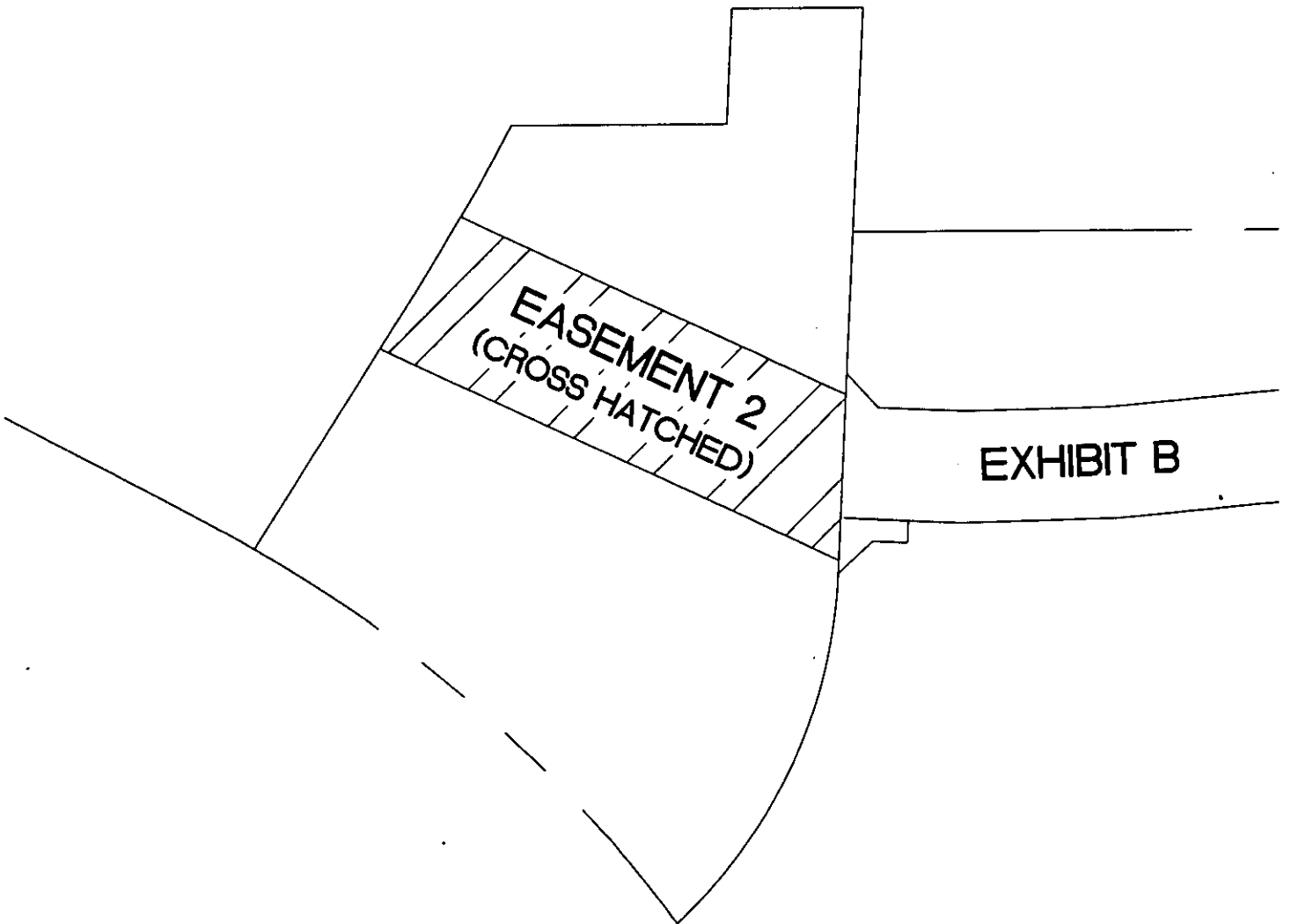
P.K.M.

SM

TFW



**EXHIBIT A**  
**(4-10-15 REVISED DESCRIPTION)**



*D.K.M.*

*SM*

*TKW*

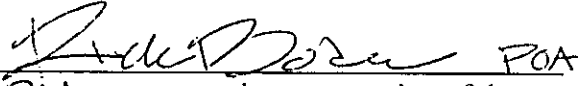
**ACKNOWLEDGEMENT AND CONSENT TO RECORD**

**Dan Simons** and Rick Bodell POA, as personal representative of the estate of Arden J. Bodell, and Rick Bodell, Tee. as trustee of the Arden J. Bodell Revocable Trust dated December 23, 2009, as the holders of an ownership interest in a portion of the property described in **Exhibit A** to the Master Development Agreement for The Hidden Canyon Estates, Mercer Mountain Estates, and Lakeview Heights Properties hereby acknowledge and consent to the terms of the Master Development Agreement for The Hidden Canyon Estates, Mercer Mountain Estates, and Lakeview Heights Properties including, without limitation, the provisions of paragraphs 4 and 14.2 that the Agreement shall be recorded in the office of the Salt Lake County Recorder against the property and is intended to and shall be deemed to run with the land and shall be binding on all successors in the ownership and development of any portion of the property.

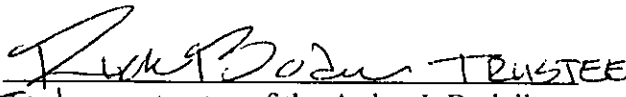
Dated and executed this 1 day of April, 2015.

  
 \_\_\_\_\_  
 Dan Simons

Dated and executed this 11 day of April, 2015.

  
 \_\_\_\_\_  
POA, personal representative of the  
 estate of Arden J. Bodell

Dated and executed this 11 day of April, 2015.

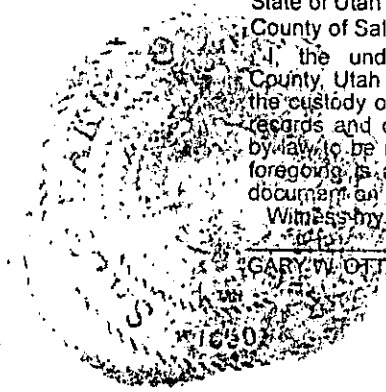
  
 \_\_\_\_\_  
Trustee, trustee of the Arden J. Bodell  
 Revocable Trust dated December 23, 2009

State of Utah  
County of Salt Lake

I, the undersigned Recorder of Salt Lake County, Utah do hereby certify that by law I have the custody of a seal and all papers, documents, records and other writings required or permitted by law to be recorded and that the annexed and foregoing is a true and full copy of an original document on file as such Recorder

Witness my hand and seal of said Recorder this \_\_\_\_\_ day of \_\_\_\_\_ 2015

GARY W. OTT, RECORDER



L. Hodley  
Deputy