

WHEN RECORDED, MAIL TO:

Draper City Recorder
1020 E. Pioneer Rd.
Draper, UT 84020



ENT 82713:2021 PG 1 of 8
ANDREA ALLEN
UTAH COUNTY RECORDER
2021 Apr 30 4:23 pm FEE 0.00 BY SA
RECORDED FOR DRAPER CITY

**NINTH AMENDMENT TO
DEVELOPMENT AGREEMENT**

THIS NINTH AMENDMENT TO DEVELOPMENT AGREEMENT (this “Amendment”) is entered into this 6th day of April 2021, by and between **DJ Investment Group, LLC**, a Utah limited liability company, and **David K. Mast** (hereinafter collectively referred to as “DJIG”), **Wasatch Land Company**, a Utah corporation (“WLC”), and **Draper City**, a municipality and political subdivision of the State of Utah (the “City”) (singularly, a “Party” or collectively, the “Parties”). Except as otherwise defined herein, capitalized terms used in this Amendment shall have the meaning set forth in the Agreement.

RECITALS

WHEREAS, the Parties entered into that certain Master Development Agreement for the Hidden Canyon Estates, Mercer Mountain Estates, and Lakeview Heights Properties on April 13, 2015 (the “Agreement”), which is recorded as Entry No. 41579:2015 in the Official Records of Utah County, Utah, and as Entry No. 12050023, in Book 10324, at Page 310 of the official records of Salt Lake County, Utah.

WHEREAS, the Parties now desire to amend the Development Agreement to memorialize the Parties’ agreement to require DJIG’s buyers in the past and in the future to have the option to install temporary chain link fencing along the City Owned Property prior to obtaining building permits for lots within the Lone Peak Canyon Subdivision of Hidden Canyon Estates.

WHEREAS, permanent wrought iron fencing will be required along the City Owned Property as prescribed on the subdivision plat prior to issuance of a certificate of occupancy for each lot within the Lone Peak Canyon Subdivision of Hidden Canyon Estates, protecting against encroachment or entering the Conservation Easement.

WHEREAS, the Parties desire to amend the Agreement, as provided herein.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. **Agreement Continues**. Except as expressly amended herein the Agreement, Amendments One through Eight thereto, and all unchanged provisions remain in full force and effect.

2. **Fencing**. The City and Developer hereby agree to amend Exhibit E of the Agreement as prescribed in Exhibit A.

3. **Purchase Disclosure.** DJIG will continue to inform its Lone Peak Canyon Subdivision of Hidden Canyon Estates buyers at its title company closings of lots that border the City Owned Property in the future such as DJIG has informed the Lone Peak Canyon Subdivision of Hidden Canyon Estates lot buyers in the past at their closings, that they must install a wrought iron fence before they will receive a final occupancy permit from the City of Draper.

4. **Application of This Amendment to Certain Lot Owners.** DJIG has sold a number of lots in the Lone Peak Canyon Subdivision of Hidden Canyon Estates. This Amendment is not applicable to the lot owners who purchased lots prior to the recordation of this Amendment ("Previous Purchasers"). The Parties agree the Draper City Community Director is authorized to enter into agreements on behalf of the City with Previous Purchasers who would like to participate in the benefits and obligations imposed by this Amendment.

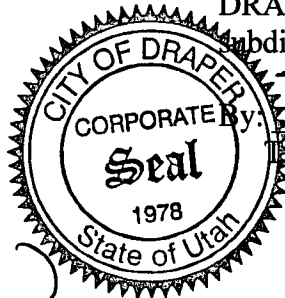
5. **Amendment to Run With the Land.** This Amendment shall be recorded in the Offices of the Utah County Recorder, shall be deemed to be a covenant running with the Property, shall encumber the same, and shall be binding on and inure to the benefit of all successors and assigns of Landowner in the ownership or development of any portion of the Property in perpetuity.

6. **Integration.** This Ninth Amendment together with the First, Second, Third, Fourth, Fifth, Sixth, Seventh, and Eighth Amendment and Agreement contains the entire agreement between the Parties with respect to the subject matter hereof and integrates all prior conversations, discussions or understandings of whatever kind or nature and may only be modified by a subsequent writing duly executed and approved by the Parties hereto.

IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year first above written.

CITY

DRAPER CITY, a municipality and political subdivision of the State of Utah



Troy K. Walker, Mayor

Attest:

Laura Oscarson

Laura Oscarson, CMC,
Draper City Recorder

Approved as to Form:

[Signature]

City Attorney

STATE OF UTAH)
)
COUNTY OF Salt Lake) ss
)

On April 12, 2021, Troy K. Walker personally appeared before me and proved on the basis of satisfactory evidence to be the person whose name is subscribed to in this document, and acknowledged that he executed the same in his capacity as Mayor of Draper City, Utah.

Kellie Challburg
NOTARY PUBLIC



DJIG

IN WITNESS WHEREOF, the Parties have executed this Ninth Amendment on the dates indicated below, to be effective as of the date indicated above.

David K. Mast _____ April 14, 2021 _____
David K. Mast, Individually Date

DJ Investment Group, L.L.C.
a Utah limited liability company

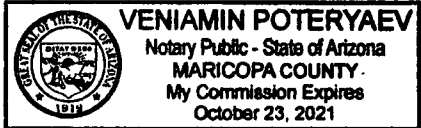
By: David K. Mast _____ April 14, 2021 _____
David K. Mast Date
Member

STATE OF Arizona)
: ss.
COUNTY OF Maricopa)

The foregoing instrument was acknowledged before me on April 14, 2021,
by David K. Mast, both individually and in his capacity as a Member of DJ Investment Group,
L.L.C., a Utah limited liability company.

[Signature]

Notary Public



DJIG

IN WITNESS WHEREOF, the Parties have executed this Ninth Amendment on the dates indicated below, to be effective as of the date indicated above.

David K. Mast, Individually Date

DJ Investment Group, L.L.C.
a Utah limited liability company

By: _____
David K. Mast Date
Member

STATE OF _____)
 : ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me on _____, 2021,
by David K. Mast, both individually and in his capacity as a Member of DJ Investment Group,
L.L.C., a Utah limited liability company.

Notary Public

WLC

Wasatch Land Company, a Utah corporation

By: *Steve Maddox*
Steve Maddox, Manager

STATE OF UTAH _____)
 : ss.
COUNTY OF Utah)

On April 15th, 2021, Steve Maddox personally appeared before me and
proved on the basis of satisfactory evidence to be the person whose name is subscribed to in this
document, and acknowledged that he executed the same in his capacity as Manager of Wasatch
Land Company, a Utah corporation.

Shelley King
NOTARY PUBLIC

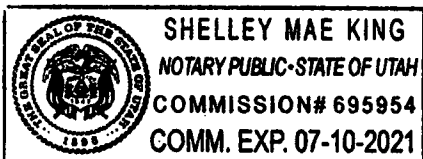


EXHIBIT A

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 ft. (20 ft. to garage)	15 ft. (20 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 9-10-040(A) and 9-27-040 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	
Development Standards for Lakeview Heights		
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, and 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 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.

**LONE PEAK CANYON SUBDIVISION OF HIDDEN CANYON ESTATES
RESIDENTIAL LOTS THAT BORDER THE CITY OWNED PROPERTY.**

Draper City will not issue a building permit for construction on a lot within the Lone Peak Canyon Subdivision of Hidden Canyon Estates (“LPCS”) adjacent to the City Owned Property until the lot owner (or representative) (“Lot Owner”) first installs a temporary chain link fence to protect from any encroachment upon or entering into the City Owned Property.

Draper City will withhold a final Certificate of Occupancy until the Lot Owner installs permanent wrought iron fencing adjacent the City Owned Property.

Lot Owners shall ensure temporary chain link fencing or permanent wrought iron fencing is not installed within any of the City Owned Property and are encouraged to hire a certified land surveyor to ensure this requirement is met. The City will verify the fencing location prior to issuance of building permit and issuance of Certificate of Occupancy. If fencing has been placed in the City Owned Property, the Lot Owner shall remove the fencing and reinstall it on the lot boundary, and shall prior to issuance of a building permit or Certification of Occupancy repair any damage to the City Owned Property caused during construction on the lot.

EXHIBIT B

BOUNDARY DESCRIPTION:

BEGINNING AT A POINT WHICH IS NORTH 00°08'40" EAST ALONG THE QUARTER SECTION LINE A DISTANCE OF 1782.96 FEET AND WEST 12.18 FEET FROM THE SOUTH QUARTER OF SECTION 10, TOWNSHIP 4 SOUTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN, AND RUNNING THENCE NORTH 11°58'56" EAST 4.62 FEET TO THE POINT OF A 528.00 FOOT RADIUS CURVE TO THE LEFT; THENCE ALONG SAID CURVE A DISTANCE OF 109.09 FEET THROUGH A CENTRAL ANGLE OF 11°50'16" (CHORD BEARS NORTH 06°03'48" EAST 108.90 FEET); THENCE NORTH 00°08'40" EAST ALONG THE QUARTER SECTION LINE A DISTANCE OF 426.29 FEET TO THE POINT OF A 300.00 FOOT RADIUS CURVE TO THE LEFT; THENCE ALONG SAID CURVE A DISTANCE OF 173.90 FEET THROUGH A CENTRAL ANGLE OF 33°12'44" (CHORD BEARS NORTH 16°27'42" WEST 171.47 FEET); THENCE NORTH 33°04'04" WEST 103.78 FEET TO THE POINT OF A 250.00 FOOT RADIUS CURVE TO THE RIGHT; THENCE ALONG SAID CURVE A DISTANCE OF 145.12 FEET THROUGH A CENTRAL ANGLE OF 33°15'34" (CHORD BEARS NORTH 16°26'17" WEST 143.09 FEET); THENCE NORTH 59°45'46" EAST 1280.24 FEET; THENCE SOUTH 1914.37 FEET; THENCE NORTH 89°59'56" WEST 735.56 FEET; THENCE NORTH 341.92 FEET; THENCE WEST 238.33 FEET TO THE POINT OF BEGINNING.

CONTAINS 35.062 ACRES, MORE OR LESS
72 LOTS