

14

14-151  
Amendment

When Recorded, Return to;  
Draper City -Planning Department  
1020 East Pioneer Rd  
Draper, UT 84020

12516280  
04/17/2017 11:23 AM \$0.00  
Book - 10548 Pg - 1290-1304  
GARY W. OTT  
RECORDER, SALT LAKE COUNTY, UTAH  
CITY OF DRAPER  
1020 E PIONEER RD  
DRAPER UT 84020  
BY: DKA, DEPUTY - MA 15 P.

DEVELOPMENT AGREEMENT AMENDMENT  
(Old Town Center Property – 950 East Highland Drive)

THIS DEVELOPMENT AGREEMENT AMENDMENT ("Amendment") is made and entered into as of this 6<sup>th</sup> day of February 2017, by and between Weekley Homes, LLC, a Delaware limited liability company ("Weekley"), Deer Run Solutions LLC, a Delaware limited liability company ("DSR," and together with Weekley, "Developer"), and DRAPER CITY, a municipal corporation of the State of Utah (the "City"). This Agreement amends the Development Agreement (Amended) recorded January 23<sup>rd</sup> 2015, as entry No. 11980975 in book 10290 page 6790-6807 in the Office of the Salt Lake County Recorders City and Draper Highland, LLC, a Utah limited liability company as predecessor in interest to Developer (the "Original Development Agreement").

RECITALS

- A. Weekley and DSR are, together, the owners of that certain real property located at approximately 950 East highland Drive, Draper, Utah and governed by the Original Development Agreement (the "Property").
- B. Developer is in the process of completing the park and the entry improvements described in the Original Development Agreement.
- C. Developer wishes to enhance and maintain such landscaping and other improvements by adding an entry monument in the center median of Deer Preserve Lane (formerly Town Center Drive) (the "Monument"), installing lettering on the wall separating the tot lot from Candy Pull Lane and installing decorative signs identifying trails (collectively, with the Monument, the "Improvements"). The specifications of the Monument are set forth in Exhibit A.
- D. The City, acting pursuant to its authority Utah Code Annotated 10-9a-101 et seq., and its land use policies, ordinances and regulations, has made certain determinations with respect to the Property, the Developer's proposed additional improvements and, in the exercise of its legislative discretion, has elected to approve this Agreement.

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

- 1. Incorporation of Recitals. The Recitals are hereby incorporated as part of this Agreement.
- 2. In consideration for the right to install the Improvements, Developer hereby agrees to replace twelve (12) existing trees located along City owned Highland Drive in front of the Property that are 3" inch caliper or greater and in conjunction therewith to repair the related irrigation system along Highland Drive in front of the deer run project
- 3. Installation and maintenance of center median monument.

- a. **Monument.** Developer agrees to install, at its own expense, the Monument substantially in the form as shown in Exhibits A attached hereto.
  - b. **Maintenance.** Developer shall cause the homeowner association governing the Property to provide ongoing maintenance of the Improvements.
  - c. **Sight Visibility** Developer agrees to install the Monument approximately thirty feet (30') back from the crosswalk line at Deer Preserve lane.
4. **Compliance with City Design and Construction Standards.** Developer acknowledges and agrees that nothing in this Agreement shall be deemed to relieve it from the obligation to otherwise comply with all applicable laws and requirements of the City necessary for the development of the Property.
  5. **Reserved Legislative Powers.** Nothing in this Agreement shall limit the future exercise of the Police power by the City in enacting zoning, subdivision, development, transportation, environmental, open space and related land-use plans, policies, ordinances and regulations after the date of this Agreement, provided that the adoption and exercise of such power shall not restrict Developer's right to develop the Property as provided herein.
  6. **Agreement to Run with the Land.** This Amendment shall be recorded in the Office of the Salt Lake County Recorder, shall be deemed to run with the Property, shall encumber the same, and shall be binding on and insure to the benefit of all successors and assigns of Developer in the ownership or development of any portion of the Property.
  7. **Assignment** Neither this Agreement nor any of the provisions, terms or conditions hereof may be assigned to any party, individual or entity without assigning also the responsibilities arising hereunder. This restriction on assignment is not intended to prohibit or impede the assignment, sale or transfer of the Property, or any portion thereof, by Developer.
  8. **No Joint Venture, Partnership or Third Party Rights.** This agreement does not create any joint venture, partnership, undertaking or business arrangement between the parties hereto nor any rights or benefits to third parties, except as expressly provided herein.
  9. **Notices.** Any notices, requests, or demands required or desired to be given hereunder shall be in writing and should be delivered personally to the party for who intended, or if mailed by certified mail, return receipt requested, postage prepaid to the parties as follows:

Developer: Deer Run Solutions LLC  
4600 Wells Fargo Center  
90 South Seventh Street  
Minneapolis, MN 55402  
Attn: Devin Duffy  
Telephone: (612)851-3007  
Facsimile: (612) 851-3001

Email: [Devin.duffy@castlelake.com](mailto:Devin.duffy@castlelake.com)

Weekley Homes LC  
6243 S Redwood Rd, Suite 230  
Taylorsville, UT 84123  
Attn: Rod Staten  
Phone 801 810 2569  
Email: [rstaten@dwhomes.com](mailto:rstaten@dwhomes.com)

City: Draper City  
Attn: City manager  
1020 E. Pioneer Road  
Draper, Utah 84020

10. Counterparts: Electronic Signatures. This Agreement May be executed in multiple counterparts, each of which shall be deemed and original, and all of which when taken together shall constitute one and the same document and agreement. A copy or electronic transmission of any part of this Agreement, including the signature page, shall have the same force and effect as an original.
11. Governing Law. To the fullest extent possible, this Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of Utah, without regard to any conflicts of law issues.
12. All remaining terms of the original development agreement shall remain in full force and effect.

[Signatures on following page.]

IN WITNESS WHEREOF, this Agreement is executed as of the date first written above.

Developer:

Deer Run Solutions LLC, a Delaware limited liability company

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

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

Its: \_\_\_\_\_

STATE OF UTAH )  
:ss.  
COUNTY OF SALT LAKE

On this \_\_\_\_ day of \_\_\_\_\_, 2017, personally appeared before me \_\_\_\_\_ known or satisfactorily proved to me to be the person who signed the foregoing instrument, and acknowledged to me that he/she is the \_\_\_\_\_ of Deer Run Solutions, LLC, a Delaware limited liability company, and acknowledged to me that said limited liability company executed the same.

\_\_\_\_\_  
Notary Public.

Developer:

Weekley Homes, LLC, a Delaware limited liability company

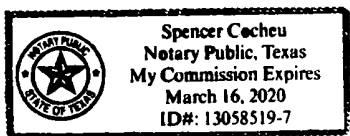
By: [Signature]

Name: John Burchfield  
General Counsel

Its: \_\_\_\_\_

STATE OF TEXAS )  
:ss.  
COUNTY OF HARRIS

On this 11 day of January, 2017, personally appeared before me John Burchfield known or satisfactorily proved to me to be the person who signed the foregoing instrument, and acknowledged to me that he/she is the General Counsel of Weekley Homes, LLC, a Delaware limited liability company, and acknowledged to me that said limited liability company executed the same.



[Signature]  
Notary Public.

IN WITNESS WHEREOF, this Agreement is executed as of the date first written above.

Developer:

Deer Run Solutions LLC, a Delaware limited liability company

By: [Signature]

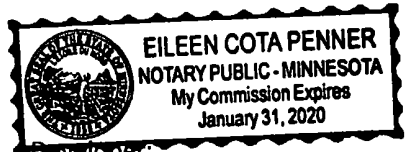
Name: Judd Gilats  
Vice President

Its: \_\_\_\_\_

<sup>Minnesota</sup>  
STATE OF ~~UTAH~~ )

:ss.  
COUNTY OF ~~SALT LAKE~~  
Hennepin

On this 17 day of January, 2017, personally appeared before me Judd Gilats known or satisfactorily proved to me to be the person who signed the foregoing instrument, and acknowledged to me that he/she is the Vice President of Deer Run Solutions, LLC, a Delaware limited liability company, and acknowledged to me that said limited liability company executed the same.



Eileen Cota Penner  
Notary Public.

Developer:  
Weekley Homes, LLC, a Delaware limited liability company

By: [Signature]

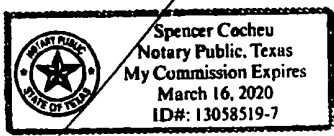
Name: John Burchfield  
General Counsel

Its: \_\_\_\_\_

STATE OF TEXAS )

:ss.  
COUNTY OF HARRIS

On this 11 day of January, 2017, personally appeared before me John Burchfield known or satisfactorily proved to me to be the person who signed the foregoing instrument, and acknowledged to me that he/she is the General Counsel of Weekley Homes, LLC, a Delaware limited liability company, and acknowledged to me that said limited liability company executed the same.



[Signature]  
Notary Public.



City:  
Draper City

By Troy K. Walker  
Troy K. Walker, Mayor

Attest and Countersign:

[Signature]

City Recorder

Dated:  
2.6.17

State of Utah )

:ss,

County of Salt Lake )

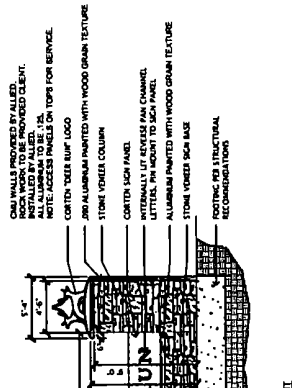
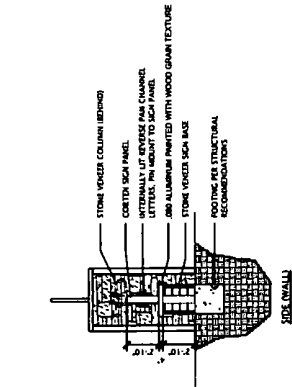
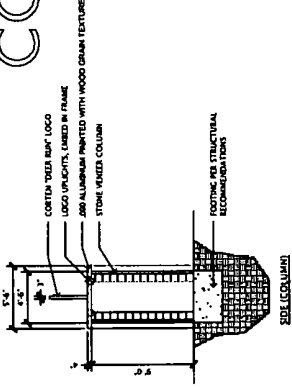
The foregoing instrument was acknowledged before me this 6 day of Feb 2017, by  
Troy K. Walker, Mayor

Kellie Challburg  
Notary Public.

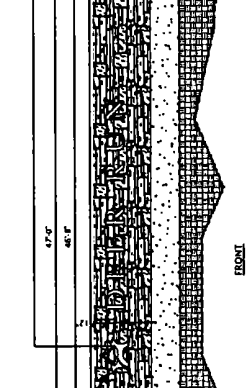
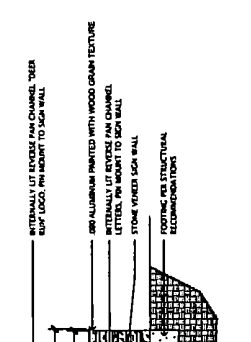
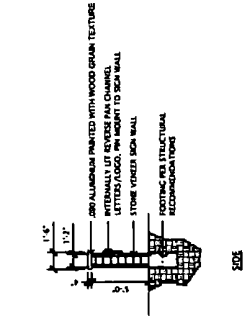


**Exhibit A**  
**Monument Locations and Specifications**

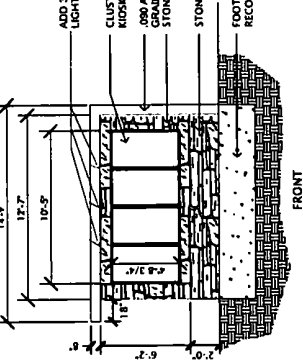
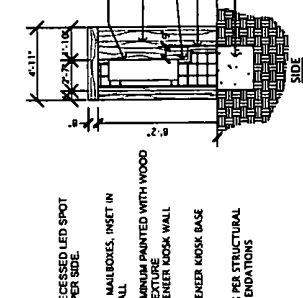
# CONCEPT



1 ENTRY MONUMENT



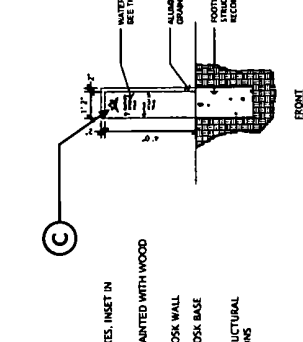
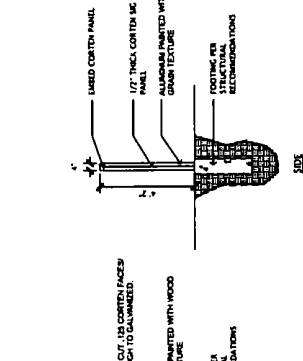
2 SIGN WALL



3 MAIL KIOSK

SCALE: 1/8" = 1'-0"

4 TRAIL SIGN



5 TRAIL SIGN

Utah Contractors: 375809-5501 • Nevada: 60486 • Colorado: 23778 • Idaho: RCE-29949

OGDEN: 292 1/2 Pennsylvania Avenue  
 (801) 621-4612  
 www.allied-signs.com

**ALLIED ELECTRIC SIGN**  
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<input type="checkbox"/> DRAWING	<input type="checkbox"/> CONCEPT	<input type="checkbox"/> PERMITS	<input type="checkbox"/> PRODUCTION
<input type="checkbox"/> ESTIMATING	<input type="checkbox"/> PERMIT/LOADING	<input type="checkbox"/> PRODUCTION	<input type="checkbox"/> PRODUCTION

CLIENT: DEER RUN	DESIGNER: [Signature]
ADDRESS: DRAPER, UT	SALES: BT
DATE: 6-5-12	FILE: DEER RUN 6-5-12

SALES APPROVAL:	CUSTOMER APPROVAL:
[Signature]	[Signature]

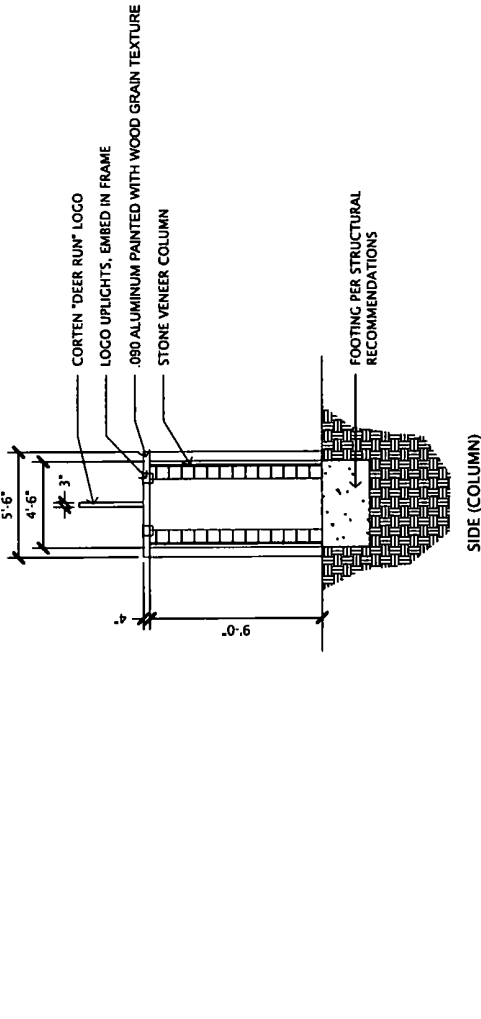
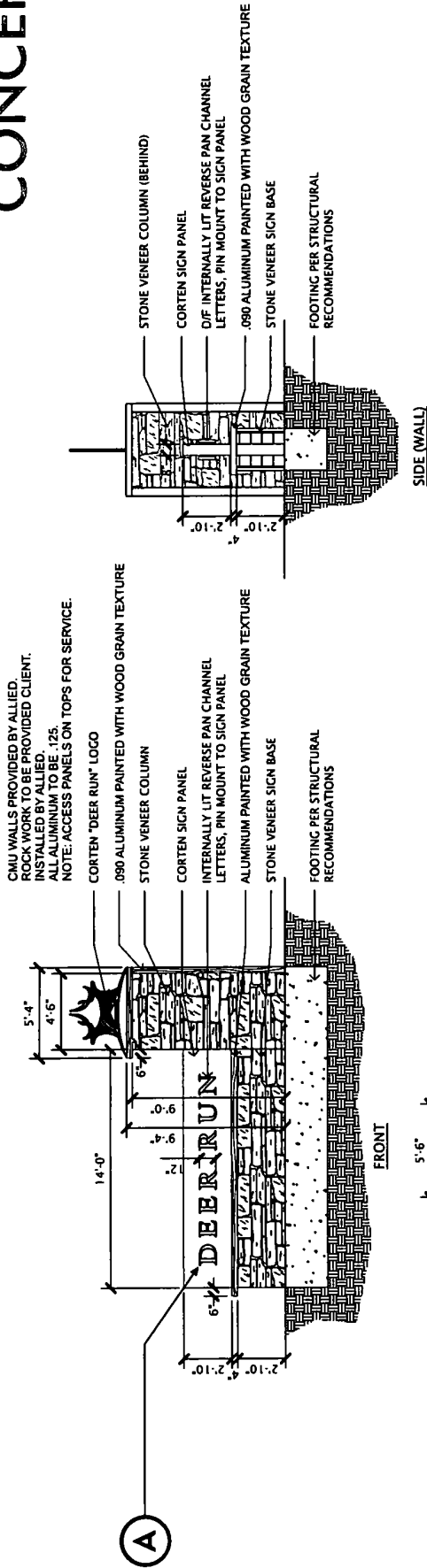
THIS IS AN ORIGINAL UNPUBLISHED DRAWING CREATED BY ALLED ELECTRIC SIGN. IT IS SUBMITTED FOR YOUR PERSONAL USE IN CONNECTION WITH THE PROJECT BEING PLANNED FOR YOU. IT IS NOT TO BE REPRODUCED, COPIED OR EXHIBITED.

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# CONCEPT



**1 ENTRY MONUMENT**

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OGDEN:  
 2924 Pennsylvania Avenue  
 (801) 621-1161  
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- DRAWING STEPS
- DESIGN
  - PERMIT/ALUMINUM
  - PRODUCTION

SALES APPROVAL:  
 Client: DEER RUN  
 Address: DRAPER, UT  
 Date: 6-5-12

DESIGNER APPROVAL:  
 Designer: RS  
 Sales: RT  
 File: DEER RUN 6-2-16

CUSTOMER APPROVAL:

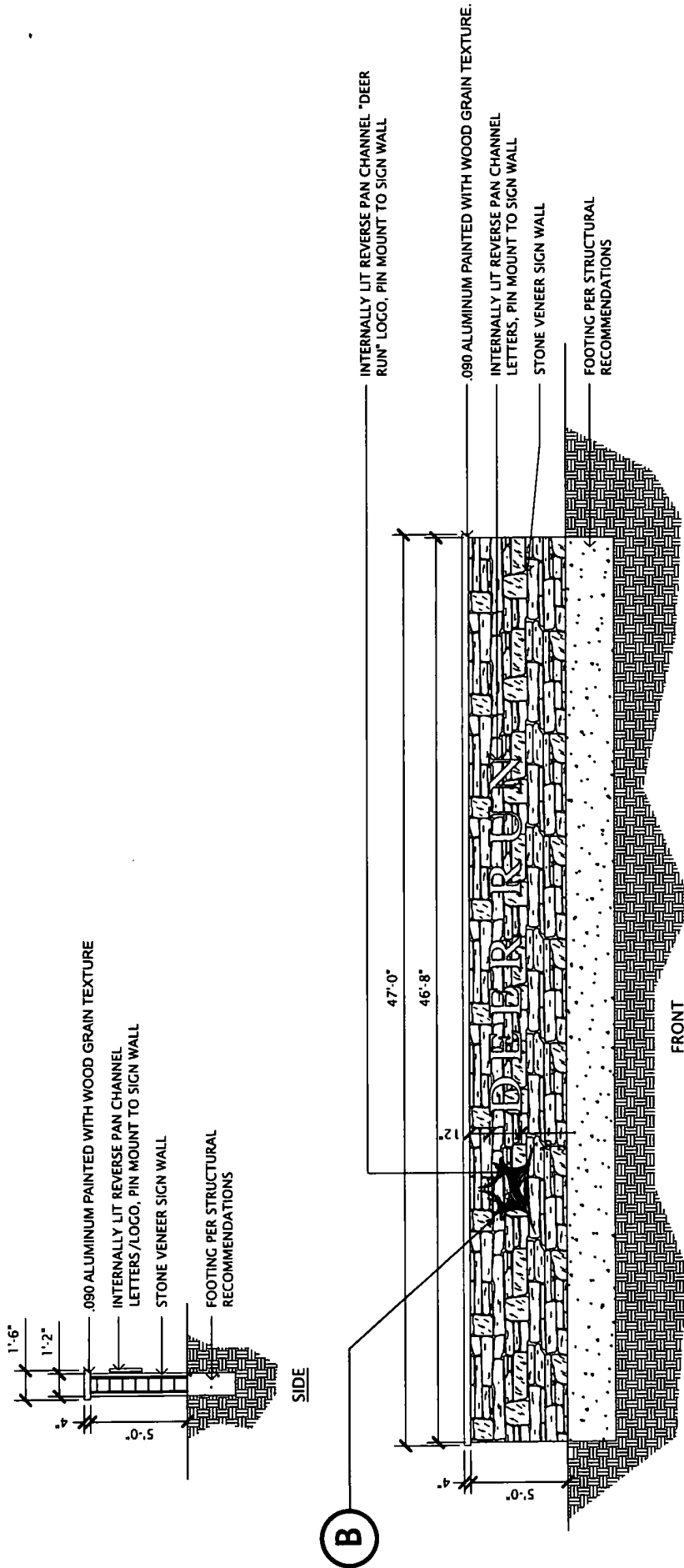


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2 SIGN WALL

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OGDEN:  
2924 Pennsylvania Avenue  
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DRAWING STEPS	DESIGN	SALES APPROVAL
<input type="checkbox"/> CONCEPT	<input checked="" type="checkbox"/> DESIGN	<input checked="" type="checkbox"/> SALES APPROVAL
<input type="checkbox"/> ESTIMATE	<input type="checkbox"/> PERMIT/ALUMINUM	Designer: RS
<input type="checkbox"/> PRODUCTION	<input type="checkbox"/> PRODUCTION	Sales: BT
		Date: 06-05-12
		File: DEER RUN 8.3.16

CUSTOMER APPROVAL:

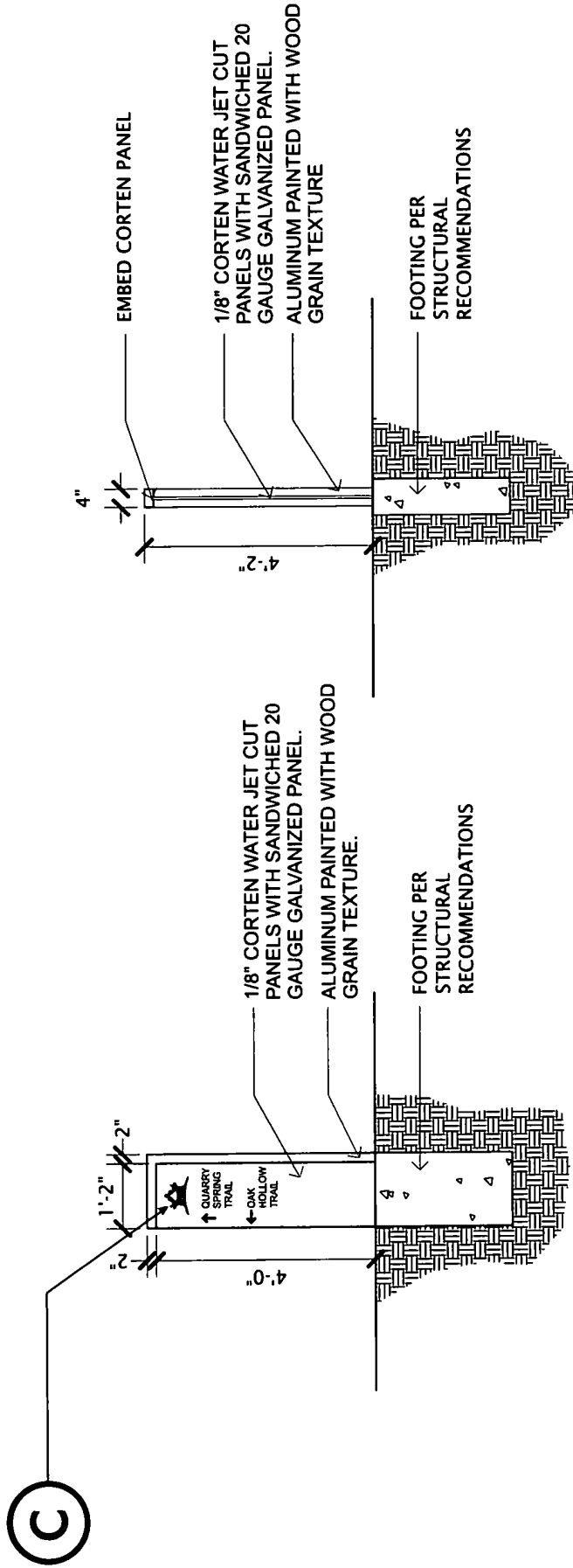
*Signs that build business!*



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# CONCEPT



FRONT

SIDE

4 **TRAIL SIGN**

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OGDEN:  
 2924 Pennsylvania Avenue  
 (801) 621-4612  
 WWW.ALLIED-SIGN.COM

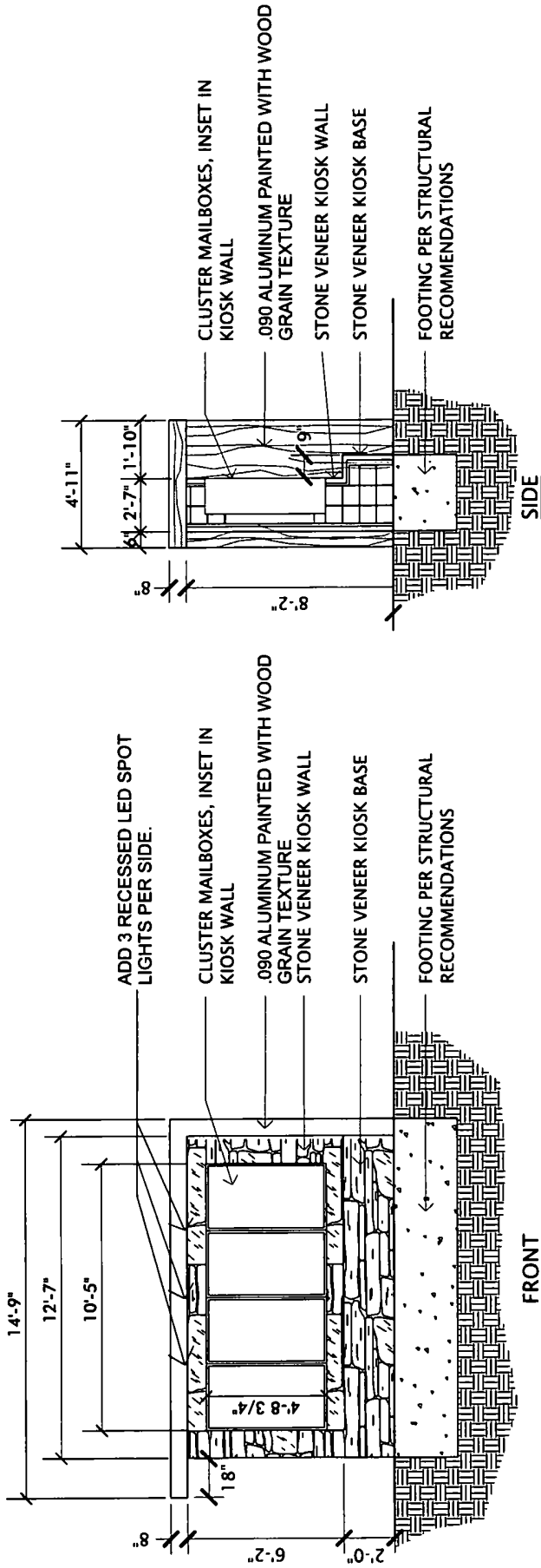
DRAWING STEPS	DESIGN APPROVAL
<input type="checkbox"/> CONCEPT	<input checked="" type="checkbox"/> SALES APPROVAL
<input type="checkbox"/> ESTIMATING	Designer: <i>AS</i>
<input type="checkbox"/> FABRICATION	Address: DEER RUN, UT
<input type="checkbox"/> PRODUCTION	Drawn: 6-5-12
	Sales: BT
	File: 088 RUN 8.3-14

CUSTOMER APPROVAL:

SALT LAKE CITY: 1920 S 900 W 84104 • (801) 972-5503 UTAH COUNTY: 1852 N. Parkway Court, Springville, UT 84663 • (801) 489-3645



# CONCEPT



3 MAIL KIOSK  
SCALE: 1/4" = 1'-0"

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- DRAWING STEPS
- CONCEPT
  - ESTIMATING
  - PERMIT/AIUMORSED
  - PRODUCTION

- REVISION REVIEW
- REVISION NUMBER
- REVISION DESCRIPTION

Client: DEER RUN  
Address: DRAPER, UT  
Date: 6-5-12  
File: DEER RUN 6-5-12

SALES APPROVAL: [Signature]  
Designer: [Signature]  
Sales: BT  
File: DEER RUN 6-5-12

CUSTOMER APPROVAL: \_\_\_\_\_

SALT LAKE CITY: 1920 S 900 W 84104 • (801) 972-5503 UTAH COUNTY: 1852 N. Parkway Court, Springville, UT 84663 • (801) 489-3645



# CONCEPT



1 ENTRY MONUMENT - ILLUSTRATIONS  
SCALE: 1/4" = 1'-0"



2 SIGN WALL - ILLUSTRATION  
SCALE: 1/4" = 1'-0"



3 MAIL BOX - ILLUSTRATION  
SCALE: 1/4" = 1'-0"



4 TRAIL SIGN - ILLUSTRATION  
SCALE: 1/4" = 1'-0"



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WWW.ALLIED-SIGN.COM

DRAWING STEPS  
 CONCEPT  
 ESTIMATE  
 PERMIT/ALLOWANCE  
 PRODUCTION

Client: DEER RUN  
Address: DRAPER, UT  
Date: 6-5-12  
File: DEER RUN 8.3.14

SALES APPROVAL: [Signature]  
Designer: [Signature]  
Sales: BT  
File: DEER RUN 8.3.14

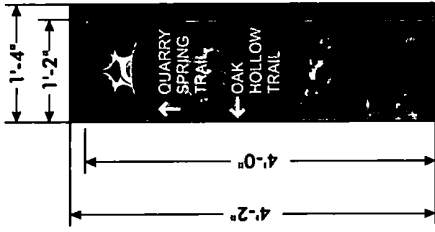
CUSTOMER APPROVAL:

THIS IS AN ORIGINAL UNPUBLISHED DRAWING CREATED BY ALLED ELECTRIC SIGN. IT IS SUBMITTED FOR YOUR PERSONAL USE IN CONNECTION WITH THE PROJECT BEING PLANNED FOR YOU. IT IS NOT TO BE REPRODUCED, COPIED OR EXPEDITED.

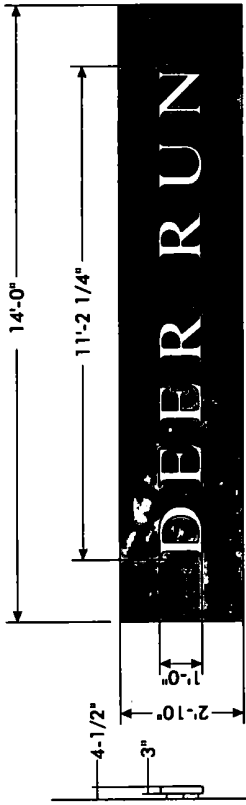
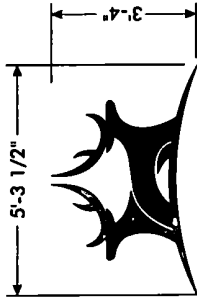
SALT LAKE CITY: 1920 S 900 W 84104 • (801) 972-5503 UTAH COUNTY: 1852 N. Parkway Court, Springville, UT 84663 • (801) 487-3645



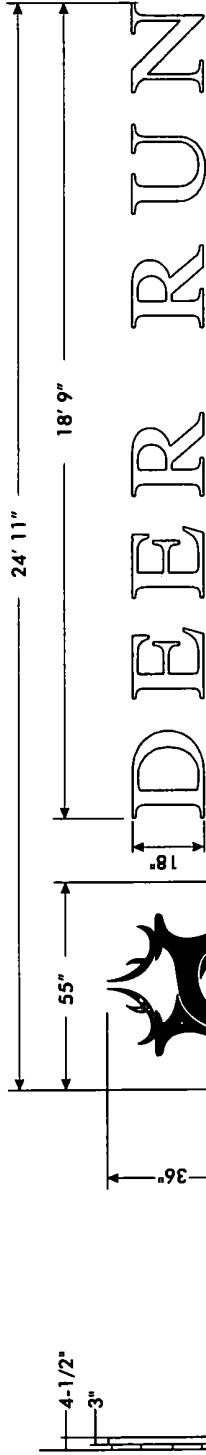
# CONCEPT



**(C) LAYOUT ( SIGNAGE = 5.586 OVERALL SQ. FT. )  
SCALE: 3/4" = 1'-0"**



**(A) LAYOUT ( SIGNAGE = 57.38 OVERALL SQ. FT. )  
SCALE: 3/8" = 1'-0"**



**(B) LAYOUT ( SIGNAGE = 165.76 OVERALL SQ. FT. )  
SCALE: 3/8" = 1'-0"**

## SPECIFICATIONS

**(A)** LETTERS: REV/CHAN AS FOLLOWS: BACKS: CLEAR LEXAN. RETURNS: 3" BRUSHED ALUMINUM. FACES: BRUSHED ALUMINUM. STANDOFFS: 1-1/2". ILLUMINATION: INTERNAL: HALO; WHITE LEDS (UL). LOGO: AS FOLLOWS: BACKS: CLEAR LEXAN. RETURNS: 3" CORTEN ALUMINUM. FACES: CORTEN. STANDOFFS: 1-1/2". ILLUMINATION: INTERNAL: HALO; WHITE LEDS (UL).

**(B)** LETTERS & LOGO: REV/CHAN AS FOLLOWS: BACKS: CLEAR LEXAN. RETURNS: 3" BRUSHED ALUMINUM. FACES: BRUSHED ALUMINUM. STANDOFFS: 1-1/2". ILLUMINATION: INTERNAL: HALO; WHITE LEDS (UL). LOGO: AS FOLLOWS: BACKS: CLEAR LEXAN. RETURNS: 3" CORTEN ALUMINUM. FACES: CORTEN. STANDOFFS: 1-1/2". ILLUMINATION: INTERNAL: HALO; WHITE LEDS (UL).

**(C)** DIRECTIONAL AS FOLLOWS: WATER JET CUT .125 CORTEN FACES/ SEE THROUGH TO GALVANIZED. SIDE AND TOP TO BE 2" X 4" REC TUBE PAINTED WITH WOOD GRAIN TEXTURE.

THIS IS AN ORIGINAL UNPUBLISHED DRAWING CREATED BY ALLED ELECTRIC SIGN. IT IS SUBMITTED FOR YOUR PERSONAL USE IN CONNECTION WITH THE PROJECT BEING PLANNED FOR YOU. IT IS NOT TO BE REPRODUCED, COPIED OR FORWARDED.

Utah Contractors: 375809-5501 • Nevada: 60486 • Colorado: 232778 • Idaho: RCE-29969



**ALLIED ELECTRIC SIGN**  
*Signs that build businesses!*

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2924 Pennsylvania Avenue  
(801) 621-1612  
WWW.ALLED-SIGN.COM

DRAWING STEPS  
 CONCEPT  
 ESTIMATION  
 PERMIT/REGULATIONS  
 PRODUCTION

CLIENT: DEER RUN  
ADDRESS: DRAAPER, UT  
DATE: 6-5-12

SALES APPROVAL: [Signature]  
DESIGNER: FS  
SALES: BT  
FILE: DEER RUN 6.3.15

CUSTOMER APPROVAL:

SALT LAKE CITY: 1920 S 900 W 84104 • (801) 972-5503 UTAH COUNTY: 1852 N. Parkway Court, Springville, UT 84663 • (801) 489-3645



**Exhibit A**

**Parcel 1 (34-05-376-010)**

Lot 419 of South Mountain Phase 2F Amended Subdivision, according to the official plat thereof, on file and of record in the Office of the Salt Lake County Recorder.  
Contains 4.84 Acres

**Parcel 2 (34-05-384-001)**

Lot 418 of South Mountain Phase 2F Amended Subdivision, according to the official plat thereof, on file and of record in the Office of the Salt Lake County Recorder.  
Contains 2.40 Acres

**Parcel 3 (34-05-384-003)**

Lot 730 of South Mountain Phase 2F Amended Subdivision, according to the official plat thereof, on file and of record in the Office of the Salt Lake County Recorder.  
Contains 1.95 Acres

**Parcel 4 (34-05-384-002)**

Lot 729 of South Mountain Phase 2F Amended Subdivision, according to the official plat thereof, on file and of record in the Office of the Salt Lake County Recorder.  
Contains 2.40 Acres

**Parcel 5 (34-05-377-007)**

Lot 3 of South Mountain Phase 1 Subdivision Amended Commercial Lot D, according to the official plat thereof, on file and of record in the Office of the Salt Lake County Recorder.  
Contains 1.71 Acres

**Parcel 6 (34-05-377-006)**

Lot 2 of South Mountain Phase 1 Subdivision Amended Commercial Lot D, according to the official plat thereof, on file and of record in the Office of the Salt Lake County Recorder.  
Contains 1.13 Acres

**Parcel 7 (34-05-406-003)**

Lot 1 of South Mountain Phase 1 Subdivision Amended Commercial Lot D, according to the official plat thereof, on file and of record in the Office of the Salt Lake County Recorder.  
Contains 2.34 Acres