

**RESOLUTION NO. 18-51**

**A RESOLUTION OF THE DRAPER CITY COUNCIL AMENDING THE MASTER DEVELOPMENT AGREEMENT FOR THE HIDDEN CANYON ESTATES, MERCER MOUNTAIN ESTATES, AND LAKEVIEW HEIGHTS PROPERTIES TO ALLOW THE DEVELOPER TO BEGIN GRADING ACTIVITIES FOR MERCER MOUNTAIN ESTATES**

**WHEREAS**, the Parties entered into a Master Development Agreement for the Hidden Canyon Estates, Mercer Mountain Estates, and Lakeview Heights Properties on April 13, 2015; and

**WHEREAS**, in connection with the development of the Mercer Mountain Estates parcel, the Parties agree it would be beneficial to modify the language to allow grading activities prior to final plat approval for Mercer Mountain; and

**WHEREAS**, both Parties desire to amend the Agreement, as provided herein; and

**WHEREAS**, the language of the Agreement will be added as indicated in Exhibit A.

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF DRAPER CITY, STATE OF UTAH, AS FOLLOWS:**

**Section 1. Agreement Continues.** Except as expressly amended in Exhibit A, the Master Development Agreement for the Hidden Canyon Estates, Mercer Mountain Estates and Lakeview Heights properties and all unchanged provisions remain in full force and effect.

**Section 2. Severability Clause.** If any part or provision of this resolution is held invalid or unenforceable, such invalidity or unenforceability shall not affect any other portion of this resolution and all provisions, clauses, and words of this resolution shall be severable.

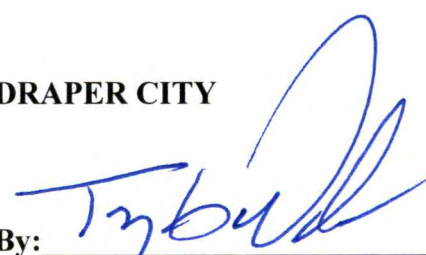
**Section 3. Effective Date.** This Resolution shall become effective immediately upon publication or posting, or 30 days after final passage, whichever is closer to the date of final passage.

**PASSED AND ADOPTED BY THE CITY COUNCIL OF DRAPER CITY, STATE OF UTAH, ON THE 10<sup>th</sup> DAY OF JULY 2018.**

**ATTEST:**

**DRAPER CITY**

  
\_\_\_\_\_  
City Recorder Rachel Conner, MMC

  
By: \_\_\_\_\_  
Mayor Troy K. Walker



**VOTE TAKEN:**

**YES**

**NO**

**Councilmember Green**



\_\_\_\_\_

**Councilmember Lowery**



\_\_\_\_\_

**Councilmember Summerhays**




\_\_\_\_\_

**Councilmember Vawdrey**



\_\_\_\_\_

**Councilmember Weeks**



\_\_\_\_\_

**Mayor Walker**

\_\_\_\_\_

\_\_\_\_\_

## Exhibit A

### SIXTH AMENDMENT TO DEVELOPMENT AGREEMENT

**THIS SIXTH AMENDMENT TO DEVELOPMENT AGREEMENT** (this “Amendment”) is entered into this \_\_\_\_ day of \_\_\_\_\_, 2018, 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 permitting Developer to proceed with grading activities for the Mercer Mountain Estates portion of the project.

**WHEREAS**, Developer intends to grade areas of the Mercer Mountain Estates portion of the Project prior to receiving preliminary and final plat approvals and allow grading to set for a season.

**WHEREAS**, both 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 and all unchanged provisions remain in full force and effect.

2. **Commencement of Grading**. The City and Developer hereby agree that Developer may proceed with the related grading activities for any portion of the Mercer Mountain Estates project subject to all grading activities complying with all City codes and Engineering Department requirements. The City agrees to issue such land disturbance permit as may be required for such grading activities, upon request by Developer therefore, approval of plans by the

City's engineer, and payment by Developer of any associated fees. The Developer acknowledges that Developer bears all risk if the grading activities must be changed in order to comply with City codes and standards regulating preliminary or final plat approval.

3. **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.

4. **Integration.** This Sixth Amendment together with the First, Second, Third, Fourth, and Fifth 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

By: \_\_\_\_\_  
Troy K. Walker, Mayor

Attest:

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

STATE OF UTAH )  
 ) ss  
COUNTY OF \_\_\_\_\_ )

On \_\_\_\_\_, 2018, 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.

\_\_\_\_\_  
NOTARY PUBLIC

IN WITNESS WHEREOF, the Parties have executed this Sixth 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 \_\_\_\_\_  
Member Date

STATE OF \_\_\_\_\_ )  
: ss.  
COUNTY OF \_\_\_\_\_ )

The foregoing instrument was acknowledged before me on \_\_\_\_\_, 2018,  
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: \_\_\_\_\_

Name:

Its:

STATE OF UTAH )  
 ) ss  
COUNTY OF \_\_\_\_\_ )

On \_\_\_\_\_, 2018, \_\_\_\_\_ 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 President of Wasatch Land Company, a Utah corporation.

\_\_\_\_\_  
NOTARY PUBLIC



## EXHIBIT A

### (Legal Description of Mercer Mountain Estates)

A TRACT OF LAND BEING SITUATE IN THE NORTHEAST AND THE NORTHWEST QUARTERS OF SECTION 15, TOWNSHIP 4 SOUTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN, WITH A BASIS OF BEARINGS OF SOUTH 89°58'55" EAST BETWEEN THE NORTH QUARTER AND THE NORTHWEST CORNER OF SAID SECTION 15, SAID TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE EAST RIGHT-OF-WAY LINE OF CORNER CANYON ROAD, SAID POINT ALSO BEING SOUTH 159.52 FEET AND WEST 717.60 FEET AND NORTH 32°13'44" EAST 127.74 FEET FROM THE NORTH QUARTER OF SAID SECTION 15, AND RUNNING THENCE ALONG SAID EAST RIGHT-OF-WAY LINE THE FOLLOWING TWO (2) COURSES, 1) NORTH 32°13'44" EAST 29.58 FEET TO THE POINT OF A 1028.00 FOOT RADIUS CURVE TO THE LEFT, 2) ALONG SAID CURVE A DISTANCE OF 68.77 FEET THROUGH A CENTRAL ANGLE OF 3°49'59" (CHORD BEARS NORTH 30°18'44" EAST 68.76 FEET) TO THE POINT OF A 25.00 FOOT RADIUS CURVE TO THE LEFT; THENCE ALONG SAID CURVE FOR A DISTANCE OF 38.19 FEET THROUGH A CENTRAL ANGLE OF 87°31'41" (CHORD BEARS SOUTH 15°22'06" EAST 34.58 FEET); THENCE SOUTH 59°07'56" EAST 122.29 FEET TO THE POINT OF A 150.00 FOOT RADIUS CURVE TO THE LEFT; THENCE ALONG SAID CURVE A DISTANCE OF 86.46 FEET THROUGH A CENTRAL ANGLE OF 33°01'29" (CHORD BEARS SOUTH 73°08'28" EAST 85.27 FEET); THENCE SOUTH 89°32'44" EAST 339.26 FEET TO THE POINT OF A 25.00 FOOT RADIUS CURVE TO THE LEFT; THENCE ALONG SAID CURVE A DISTANCE OF 6.54 FEET THROUGH A CENTRAL ANGLE OF 15°00'00" (CHORD BEARS NORTH 82°57'16" EAST 6.53 FEET); THENCE NORTH 75°27'16" EAST 99.95 FEET TO THE POINT OF A 37.50 FOOT RADIUS CURVE TO THE RIGHT; THENCE ALONG SAID CURVE A DISTANCE OF 9.82 FEET THROUGH A CENTRAL ANGLE OF 15°00'00" (CHORD BEARS NORTH 82°57'16" EAST 9.79 FEET); THENCE SOUTH 89°32'44" EAST 86.81 FEET TO THE POINT OF A 37.50 FOOT RADIUS CURVE TO THE RIGHT; THENCE ALONG SAID CURVE A DISTANCE OF 9.82 FEET THROUGH A CENTRAL ANGLE OF 15°00'00" (CHORD BEARS SOUTH 82°02'44" EAST 9.79 FEET); THENCE SOUTH 74°32'44" EAST 99.95 FEET TO THE POINT OF A 25.00 FOOT RADIUS CURVE TO THE LEFT; THENCE ALONG SAID CURVE A DISTANCE OF 6.54 FEET THROUGH A CENTRAL ANGLE OF 15°00'00" (CHORD BEARS SOUTH 82°02'44" EAST 6.53 FEET); THENCE SOUTH 89°32'44" EAST 55.24 FEET TO THE POINT OF A 325.00 FOOT RADIUS CURVE TO THE RIGHT; THENCE ALONG SAID CURVE A DISTANCE OF 135.99 FEET THROUGH A CENTRAL ANGLE OF 23°58'26" (CHORD BEARS SOUTH 77°33'31" EAST 135.00 FEET); THENCE SOUTH 65°34'18" EAST 91.33 FEET TO THE POINT OF A 350.00 FOOT RADIUS CURVE TO THE LEFT; THENCE ALONG SAID CURVE A DISTANCE OF 106.76 FEET THROUGH A CENTRAL ANGLE OF 17°28'37" (CHORD BEARS SOUTH 74°18'37" EAST 106.35 FEET); THENCE SOUTH 83°02'55" EAST 22.69 FEET TO THE POINT OF A 225.00 FOOT RADIUS CURVE TO THE RIGHT; THENCE ALONG SAID CURVE A DISTANCE OF 143.34 FEET THROUGH A CENTRAL ANGLE OF 36°30'06" (CHORD BEARS SOUTH 64°47'52" EAST 140.93 FEET); THENCE SOUTH 46°32'49" EAST 16.21 FEET TO THE POINT OF A 175.00 FOOT RADIUS CURVE TO THE LEFT; THENCE ALONG SAID CURVE A DISTANCE OF 124.42 FEET THROUGH A CENTRAL ANGLE OF 40°44'03" (CHORD BEARS SOUTH 66°54'51" EAST 121.81 FEET); THENCE SOUTH 87°16'52" EAST 187.31 FEET TO THE POINT OF A 225.00 FOOT RADIUS CURVE TO THE RIGHT; THENCE ALONG SAID CURVE A DISTANCE OF 138.79 FEET THROUGH A CENTRAL ANGLE OF 35°20'32" (CHORD BEARS SOUTH 69°36'36" EAST 136.60 FEET); THENCE SOUTH 51°56'20" EAST 106.75 FEET TO THE POINT OF A 75.00 FOOT RADIUS CURVE TO THE LEFT; THENCE ALONG SAID CURVE A DISTANCE OF 188.58 FEET THROUGH A CENTRAL ANGLE OF 144°03'50" (CHORD BEARS NORTH 56°01'45" EAST 142.68 FEET); THENCE NORTH 16°00'10" WEST 30.72 FEET; THENCE NORTH 76°15'23" WEST 189.48 FEET; THENCE NORTH 28°07'47" EAST 203.03 FEET; THENCE NORTH 64°18'19" EAST 228.98 FEET TO THE NORTH LINE OF SAID SECTION 15; THENCE SOUTH 89°58'55" EAST ALONG SAID SECTION LINE A DISTANCE OF 600.09 FEET; THENCE SOUTH 68°00'12" EAST 185.95 FEET; THENCE SOUTH 41°05'37" EAST 328.08 FEET; THENCE SOUTH 04°51'05" WEST 340.10 FEET; THENCE NORTH 84°31'36" WEST 40.86 FEET; THENCE SOUTH 04°51'05" WEST 396.70 FEET; THENCE SOUTH 33°41'15" EAST 431.48 FEET; THENCE SOUTH 17°35'09" WEST 136.96 FEET; THENCE SOUTH 50°19'21" WEST 131.21 FEET; THENCE NORTH 75°00'07" WEST 121.72 FEET; THENCE NORTH 51°36'36" WEST 145.93 FEET; THENCE

NORTH 33°26'49" WEST 250.77 FEET; THENCE NORTH 28°31'00" WEST 86.42 FEET; THENCE NORTH 15°38'42" WEST 134.74 FEET; THENCE NORTH 01°37'25" EAST 149.78 FEET; THENCE NORTH 05°08'53" EAST 184.67 FEET; THENCE SOUTH 48°13'14" WEST 102.04 FEET; THENCE NORTH 82°49'09" WEST 218.44 FEET; THENCE NORTH 20°59'18" WEST 88.05 FEET; THENCE NORTH 03°54'02" WEST 96.36 FEET; THENCE NORTH 01°12'51" EAST 260.78 FEET; THENCE SOUTH 88°22'31" WEST 287.29 FEET TO THE POINT OF A 125.00 FOOT RADIUS CURVE TO THE RIGHT; THENCE ALONG SAID CURVE A DISTANCE OF 293.19 FEET THROUGH A CENTRAL ANGLE OF 134°23'12" (CHORD BEARS SOUTH 60°52'04" WEST 230.45 FEET); THENCE NORTH 51°56'20" WEST 106.75 FEET TO THE POINT OF A 175.00 FOOT RADIUS CURVE TO THE LEFT; THENCE ALONG SAID CURVE A DISTANCE OF 107.95 FEET THROUGH A CENTRAL ANGLE OF 35°20'32" (CHORD BEARS NORTH 69°36'36" WEST 106.24 FEET); THENCE NORTH 87°16'52" WEST 187.31 FEET TO THE POINT OF A 225.00 FOOT RADIUS CURVE TO THE RIGHT; THENCE ALONG SAID CURVE A DISTANCE OF 159.96 FEET THROUGH A CENTRAL ANGLE OF 40°44'03" (CHORD BEARS NORTH 66°54'51" WEST 156.62 FEET); THENCE NORTH 46°32'49" WEST 16.21 FEET TO THE POINT OF A 175.00 FOOT RADIUS CURVE TO THE LEFT; THENCE ALONG SAID CURVE A DISTANCE OF 111.49 FEET THROUGH A CENTRAL ANGLE OF 36°30'06" (CHORD BEARS NORTH 64°47'52" WEST 109.61 FEET); THENCE NORTH 83°02'55" WEST 22.69 FEET TO THE POINT OF A 400.00 FOOT RADIUS CURVE TO THE RIGHT; THENCE ALONG SAID CURVE A DISTANCE OF 122.01 FEET THROUGH A CENTRAL ANGLE OF 17°28'37" (CHORD BEARS NORTH 74°18'37" WEST 121.54 FEET); THENCE NORTH 65°34'18" WEST 91.33 FEET TO THE POINT OF A 275.00 FOOT RADIUS CURVE TO THE LEFT; THENCE ALONG SAID CURVE A DISTANCE OF 115.07 FEET THROUGH A CENTRAL ANGLE OF 23°58'26" (CHORD BEARS NORTH 77°33'31" WEST 114.23 FEET); THENCE NORTH 89°32'44" WEST 56.88 FEET TO THE POINT OF A 12.50 FOOT RADIUS CURVE TO THE LEFT; THENCE ALONG SAID CURVE A DISTANCE OF 3.27 FEET THROUGH A CENTRAL ANGLE OF 15°00'00" (CHORD BEARS SOUTH 82°57'16" WEST 3.26 FEET); THENCE SOUTH 75°27'16" WEST 101.60 FEET TO THE POINT OF A 37.50 FOOT RADIUS CURVE TO THE RIGHT; THENCE ALONG SAID CURVE A DISTANCE OF 9.82 FEET THROUGH A CENTRAL ANGLE OF 15°00'00" (CHORD BEARS SOUTH 82°57'16" WEST 9.79 FEET); THENCE NORTH 89°32'44" WEST 156.40 FEET TO THE POINT OF A 37.50 FOOT RADIUS CURVE TO THE RIGHT; THENCE ALONG SAID CURVE A DISTANCE OF 9.82 FEET THROUGH A CENTRAL ANGLE OF 15°00'00" (CHORD BEARS NORTH 82°02'44" WEST 9.79 FEET); THENCE NORTH 74°32'44" WEST 99.95 FEET TO THE POINT OF A 25.00 FOOT RADIUS CURVE TO THE LEFT; THENCE ALONG SAID CURVE A DISTANCE OF 6.54 FEET THROUGH A CENTRAL ANGLE OF 15°00'00" (CHORD BEARS NORTH 82°02'44" WEST 6.53 FEET); THENCE NORTH 89°32'44" WEST 269.67 FEET TO THE POINT OF A 200.00 FOOT RADIUS CURVE TO THE RIGHT; THENCE ALONG SAID CURVE A DISTANCE OF 106.16 FEET THROUGH A CENTRAL ANGLE OF 30°24'48" (CHORD BEARS NORTH 74°20'20" WEST 104.92 FEET); THENCE NORTH 59°07'56" WEST 129.11 FEET TO THE POINT OF A 25.00 FOOT RADIUS CURVE TO THE LEFT; THENCE ALONG SAID CURVE A DISTANCE OF 38.68 FEET THROUGH A CENTRAL ANGLE OF 88°38'22" (CHORD BEARS SOUTH 76°32'55" WEST 34.93 FEET) TO THE POINT OF BEGINNING.

CONTAINS      1,117,031 SQUARE FEET  
                  25.644 ACRES, MORE OR LESS