



When recorded, please return to:
Draper City
1020 East Pioneer Road
Draper, Utah 84020

ENT 61729:2017 PG 1 of 16
JEFFERY SMITH
UTAH COUNTY RECORDER
2017 Jun 27 10:39 am FEE 50.00 BY MA
RECORDED FOR DRAPER CITY

SECOND AMENDMENT TO DEVELOPMENT AGREEMENT

THIS SECOND AMENDMENT TO DEVELOPMENT AGREEMENT (this "Second Amendment") is entered into this June 26th, 2017, 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 ("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 Second 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, regarding, among other things, the real property described in Exhibit B attached hereto and known as Mercer Mountain Estates ("MME").

WHEREAS, the Parties entered into that certain First Amendment To Development Agreement on April 12, 2016 (the "First Amendment"), which is recorded as Entry No. 123836:2016 in the Official Records of Utah County, Utah.

WHEREAS, in connection with the development of the HCE parcel, the Parties have determined it would be beneficial to modify the boundary line of a portion of the HCE parcel. To accomplish this boundary line adjustment, concurrent with the recordation of this Second Amendment, (i) DJIG will convey the existing MME parcel back to the City to be removed from the MME parcel, which property is depicted on Exhibit A attached hereto and described on Exhibit B attached hereto ("MME DJIG Trade Property") and (ii) the City will deed certain surplus property to DJIG to be added to the MME parcel, which property is depicted on Exhibit A and described on Exhibit C attached hereto ("MME City Trade Property").

WHEREAS, in connection with the development of the HCE parcel, the Parties have determined it would be beneficial to modify the boundary line of the HCE parcel. To accomplish this boundary line adjustment, concurrent with the recordation of this Second Amendment, (i) DJIG will convey a portion of the existing HCE parcel back to the City to be removed from the HCE parcel, which property is depicted on Exhibit D attached hereto and described on Exhibit E attached hereto ("HCE DJIG Trade Property") and (ii) the City will deed certain surplus property to WLC's affiliate, Edge Land 16, LLC, to be added to the HCE

parcel, which property is depicted on Exhibit F and described on Exhibit G attached hereto ("HCE City Trade Property").

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

AMENDMENT

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 the First Amendment and all unchanged provisions therein remain in full force and effect.
2. **Conveyance of MME Trade Properties.** Concurrent with the recordation of this Second Amendment, (a) DJIG shall convey the MME DJIG Trade Property to the City via special warranty deed; and (b) the City shall convey the MME City Trade Property to DJIG via special warranty deed. The City acknowledges that the MME DJIG Trade Property and the MME City Trade Property are legal parcels in accordance with all applicable City and Utah laws. City agrees to subsequently grant to DJIG a perpetual and non-exclusive slope easement adjacent to the access roadway portion of the MME City Trade Property for the purpose of providing subjacent and lateral support for that roadway and related structures, and to facilitate grading, constructing, maintaining, and repairing the slope of that roadway. At such time as DJIG make application to City for a subdivision plat for the MME City Trade Property, DJIG shall submit a legal description and street profile for the slope easement, and City shall promptly execute and record a form of "Grant of Easement" for such slope easement.
3. **MME Parcel Description.** Exhibit B attached to the Agreement is hereby deleted in its entirety and replaced with Exhibit C attached to this Second Amendment. To the extent Exhibit C attached to this Second Amendment contains additional real property that was not included in Exhibit B to the Agreement, such real property shall be deemed to be part of the MME Parcel for all purposes of the Agreement and shall be entitled to all rights and benefits applicable to the MME Parcel under the Agreement. To the extent that Exhibit C attached to this Second Amendment does not include real property that was included in Exhibit B to the Agreement prior to this modification, such real property shall no longer be subject to the terms of the Agreement.
4. **Conveyance of HCE Trade Properties.** Concurrent with the recordation of this Second Amendment, (a) DJIG shall convey the HCE DJIG Trade Property to the City via special warranty deed; and (b) the City shall convey the HCE City Trade Property to Edge Land 16, LLC via special warranty deed. The City acknowledges that the HCE DJIG Trade Property and the HCE City Trade Property are legal parcels in accordance with all applicable City and Utah laws.
5. **HCE Parcel Description.** To the extent Exhibit G attached to this Second Amendment contains additional real property that was not included in Exhibit A to the Agreement, such real property shall be deemed to be part of the HCE Parcel for all purposes

of the Agreement and shall be entitled to all rights and benefits applicable to the HCE Parcel under the Agreement. To the extent that Exhibit E attached to this Second Amendment does not include real property that was included in Exhibit A to the Agreement prior to this modification, such real property shall no longer be subject to the terms of the Agreement.

6. **Additional Design Standards for MME Parcel.** Exhibit E of the Agreement is hereby amended to add the following additional development standard for the MME City Trade Property. Each residence constructed within the MME City Trade Property shall be required to include a fire sprinkler system conforming to the specifications provided in City's fire code.

7. **Draper City Trail.** The conveyance of the HCE City Trade Property necessitates the relocation of a proposed Draper City trail to other Draper City property adjacent to and south of the HCE City Trade Property. The City's new proposed trail alignment runs adjacent to a private, gated road. The Parties agree to not contest or otherwise object to the City's new trail alignment.

8. **Waiver of Claims for Damages.** The Parties to the Agreement agree that performance is the essence of the Agreement and its subsequent amendments and hereby agree to waive any right to sue for damages and to amend "Section 15 Default" of the Agreement to state:

- a. Upon the occurrence of an event of default, before exercising any remedy or taking legal action, the aggrieved party shall give written notice to the defaulting party of such event which identifies the breach in reasonable detail and specifies therein the period within which such event of default must be cured. For an event of default that involves the failure to timely pay any amount due hereunder, the time period for cure shall be ten (10) business days. For all other events of default, the period for cure shall be thirty (30) calendar days after such notice is given. In any lawsuit arising out of this Agreement, any attorney's fees and costs shall be granted to the prevailing party (the party who prevails on the majority of their claims or defenses), unless otherwise agreed upon by the Parties.

9. **Ratification of Agreement.** The Parties hereby ratify the Agreement and acknowledge and agree that as of the date of this Second Amendment every other party has performed its obligations arising under the Agreement and is not currently in default under the Agreement.

10. **Amendment to Run With the Land.** This Second Amendment shall be recorded in the Offices of the Utah County Recorder, shall be deemed to be a covenant running with the MME City Trade Property and the HCE City Trade Property, shall encumber the same, and shall be binding on and inure to the benefit of all successors and assigns of DGIG and Edge Land 16, LLC in the ownership or development of any portion of the MME City Trade Property and the HCE City Trade Property in perpetuity.

11. **Integration.** This Second Amendment together with the First Amendment and the 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 Second Amendment on the dates indicated below, to be effective as of the date indicated above.

David K. Mast
David K. Mast, Individually

June 22, 2017
Date

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

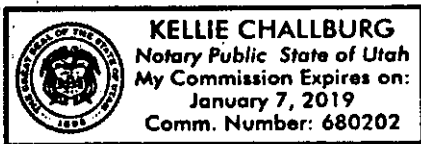
By: David K. Mast
David K. Mast
Member

June 22, 2017
Date

STATE OF Utah)
 : ss.
COUNTY OF Salt Lake)

The foregoing instrument was acknowledged before me on June 22, 2017, 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.

Kellie Challburg
Notary Public



Draper City
a municipal and political subdivision of the State of Utah

By: Troy K. Walker
Troy K. Walker
Mayor

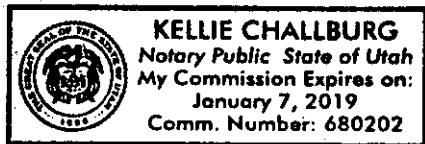
ATTEST: Rachelle Corner
Rachelle Corner
City Recorder



STATE OF UTAH)
 : ss.
COUNTY OF SALT LAKE)

The foregoing instrument was acknowledged before me on June 26, 2017, by Troy K. Walker, in his capacity as a Mayor of Draper City, Utah.

Kellie Challburg
Notary Public



Wasatch Land Company
a Utah corporation

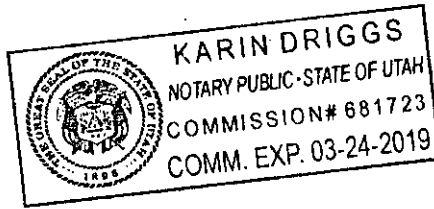
By Steve Maddox
Steve Maddox
Manager

6-22-17
Date

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

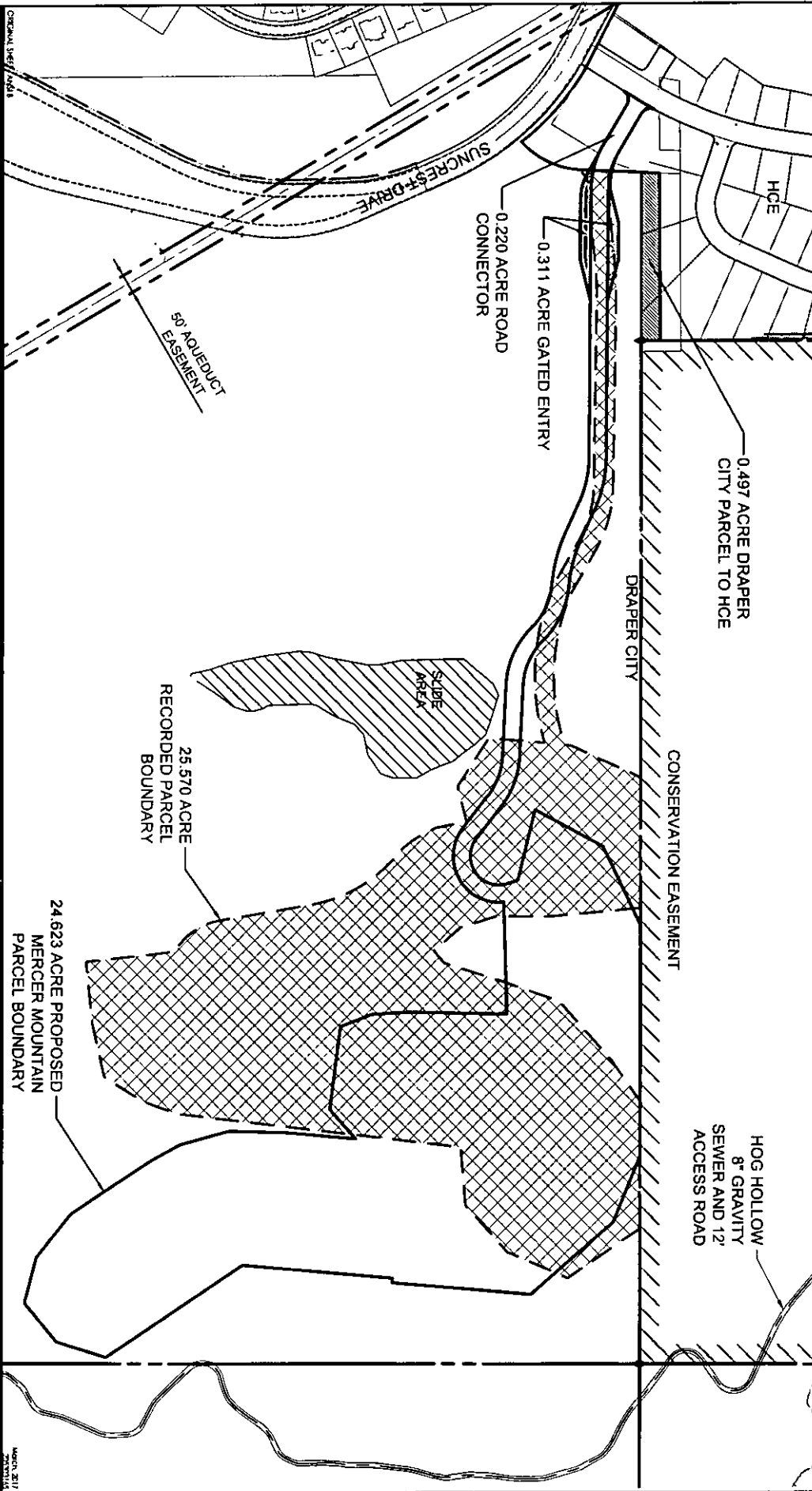
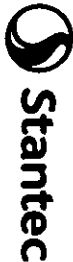
The foregoing instrument was acknowledged before me on June 22, 2017, by Steve Maddox, in his capacity as Manager of Wasatch Land Company, a Utah corporation.

Karin Driggs
Notary Public



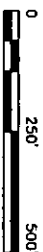
V:\2053\Active\205303165\drawing\extra Services\sneet_files\03165 Exhibits A And B - Final Parcel.dwg
 2017/03/15 2:09 PM By: Olferrmann, Glenn

3995 South 700 East, Suite 300
 Salt Lake City, UT
 www.stantec.com



EXCESS AREA FROM MERCER AND HCE TO CITY	
EXISTING RECORDED MERCER PARCEL BOUNDARY	25.570 ACRES
LESS PROPOSED MERCER PARCEL BOUNDARY	24.623 ACRES
EXCESS MERCER PROPERTY TO CITY	0.947 ACRES
PLUS EDGE HOUSE/ACE PARCEL TO CITY	0.186 ACRES
TOTAL EXCESS FROM MERCER AND HCE TO CITY	1.133 ACRES
AREAS REQUIRED FROM CITY FOR MERCER AND HCE	
SOUTHWEST EDGE OF HCE PHASE 1	0.497 ACRES
PLUS ROAD CONNECTOR AREA TO MERCER	0.220 ACRES
PLUS GATED ENTRY AREA TO MERCER	0.311 ACRES
TOTAL AREA REQUIRED FROM CITY	1.028 ACRES

TOTAL ACREAGE BACK TO CITY FROM MERCER AND HCE	
EXCESS AREA FROM MERCER AND HCE TO CITY	1.133 ACRES
LESS AREA REQUIRED FROM CITY	1.028 ACRES
TOTAL ACREAGE BACK TO CITY	0.105 ACRES



Client: DIVERSIFIED GROUP
 MERCER MOUNTAIN SUBDIVISION
 District: Utah
 Figure No: **EXHIBIT A**
MERCER MOUNTAIN PARCEL BOUNDARY COMPARISON

MARCH 2017
 205303165

Exhibit A

EXHIBIT "B"

Description of the MME DJIG Trade Property

Parcel 1:

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

Commencing at North quarter corner of said Section 15; thence South 89°59'52" East 1136.54 feet along section line to the POINT OF BEGINNING; thence continuing South 89°59'52" East 340.99 feet along section line; thence South 05°09'47" East 249.40 feet; thence South 00°47'17" West 129.28 feet; thence South 17°08'17" East 100.65 feet; thence South 41°08'43" East 117.13 feet; thence North 17°29'33" East 208.07 feet; thence North 18°49'34" East 158.99 feet; thence North 48°10'58" East 205.15 feet; thence North 54°41'41" East 132.04 feet to a point on section line; thence South 89°59'52" East 334.97 feet along section line; thence South 34°04'54" East 228.37 feet; thence South 23°08'47" West 174.03 feet; thence South 48°12'48" West 164.75 feet; thence South 85°24'15" West 152.05 feet; thence South 06°38'55" West 751.17 feet; thence South 19°49'50" West 98.42 feet; thence South 32°14'01" West 119.20 feet; thence South 77°22'39" West 144.43 feet; thence South 84°14'21" West 160.54 feet; thence North 06°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°23'19" West 142.39 feet; thence along said curve a distance of 146.89 feet; thence North 09°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°48'39" West 297.82 feet; thence along said curve a distance of 306.05 feet; 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 7°42'28" East 58.03 feet; thence along said curve a distance of 58.06 feet; thence South 89°09'26" East 99.87

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.

APN: 11-009-0053

Parcel 2:

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

Beginning at a point on the northerly line of that real property described at Entry No. 41580:2015 in the official records of Utah County, said point being located S89°59'52"E along the section line 576.86 feet and South 137.89 feet from the North 1/4 Corner of Section 15, Township 4 South, Range 1 East, Salt Lake Base & Meridian; thence along the arc of a 500.00 foot radius non-tangent curve (radius bears: N30°02'19"E) to the left 205.60 feet through a central angle of 23°33'37" (chord: S71°44'30"E 204.16 feet); thence S83°31'18"E 75.06 feet; thence along the arc of a 500.00 foot radius curve to the left 156.24 feet through a central angle of 17°54'13" (chord: N87°31'35"E 155.60 feet); thence N78°34'29"E 52.99 feet; thence S5°57'32"W 53.44 feet; thence S78°34'29"W 37.02 feet; thence along the arc of a 551.00 foot radius curve to the right 172.18 feet through a central angle of 17°54'13" (chord: S87°31'35"W 171.48 feet); thence N83°31'18"W 62.38 feet; thence N59°57'41"W 231.87 feet to the point of beginning.

a portion of APN: 11-009-0066

Contains: ±0.40 Acres

Parcel 3:

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

Beginning at a point on the westerly line of that real property described at Entry No. 41580:2015 in the official records of Utah County, said point being located S89°59'52"E along the section line 1040.60 feet and South 309.21 feet from the North 1/4 Corner of Section 15, Township 4 South, Range 1 East, Salt Lake Base & Meridian; thence S56°50'44"E 120.76 feet;

thence N61°56'01"E 124.40 feet; thence along the arc of a 76.00 foot radius non-tangent curve (radius bears: S77°36'29"W) to the right 69.55 feet through a central angle of 52°25'57" (chord: S13°49'28"W 67.15 feet); thence S40°02'26"W 80.38 feet; thence along the arc of a 17.00 foot radius non-tangent curve (radius bears: N49°56'38" W) to the right 28.45 feet through a central angle of 95°53'00" (chord: S87°58'00"W 25.24 feet); thence along the arc of a 320.50 foot radius non-tangent curve (radius bears: S45°55'25"W) to the left 148.28 feet through a central angle of 26°30'30" (chord: N57°19'50"W 146.96 feet); thence N5°57'32"E 56.13 feet to the point of beginning.

a portion of APN: 11-009-0066

Contains: ±031 Acres

EXHIBIT "C"

Description of the MME City Trade Property

A part of the Northwest and Northeast quarters of Section 15, Township 4 South, Range 1 East, Salt Lake Base & Meridian, in Draper City, Utah County, Utah, being further described as follows:

Beginning at a point on the east right of way line of Corner Canyon Road, as recorded at the Utah County Recorder's Office as Entry No. 37726:2014, Map No. 14263, said point being 158.414 feet South and 717.605 feet West to said east right of way line and 132.74 feet North 32°13'44" East from the North Quarter corner of Said Section 15; running thence along said east right of way line (2) two courses as follows: North 32°13'44" East 29.58 feet to a point of curvature and northeasterly along the arc of a 1028.00 foot radius curve to the left a distance of 68.77 feet (central angle equals 3°49'59" and long chord bears North 30°18'44" East 68.76 feet) to a non-tangent point on a curve; thence southeasterly along the arc of a 25.00 foot radius curve to the left a distance of 38.19 feet (central angle equals 87°31'41" and long chord bears South 15°22'06" East 34.59 feet) to a point of non-tangency; thence South 59°07'56" East 122.29 feet to a point of curvature; thence southeasterly along the arc of a 175.00 foot radius curve to the left a distance of 2.66 feet (central angle equals 0°52'11" and long chord bears South 59°34'01" East 2.66 feet) to a non-tangent point on a curve; thence easterly along the arc of a 175.00 foot radius curve to the left a distance of 79.62 feet (central angle equals 25°59'37" and long chord bears South 76°32'55" East 78.94 feet); thence South 89°32'44" East 12.32 feet to point of curvature; thence easterly along the arc of a 12.50 foot radius curve to the left a distance of 3.27 feet (central angle equals 15°00'00" and long chord bears North 82°57'16" East 3.26 feet); thence North 75°27'16" East 82.28 feet to a point of curvature; thence easterly along the arc of a 37.50 foot radius curve to the right a distance of 9.79 feet (central angle equals 15°00'00" and long chord bears North 82°57'16" East 9.79 feet); thence South 89°32'44" East 86.81 feet to a point of curvature; thence easterly along the arc of a 37.50 foot radius curve to the right a distance of 9.82 feet (central angle equals 15°00'00" and long chord bears South 82°02'44" East 9.79 feet); thence South 74°32'44" East 101.60 feet to a non-tangent point on a curve; thence easterly along the arc of a 25.05 foot radius curve to the left a distance of 3.27 feet (central angle equals 7°28'04" and long chord bears South 82°02'44" East 3.26 feet) to a point of non-tangency; thence South 89°32'44" East 406.71 feet to a point of curvature; thence easterly along the arc of a 325.00 foot radius curve to the right a distance of 135.99 feet (central angle equals 23°58'26" and long chord bears South 77°33'31" East 135.00 feet); thence South 65°34'18" East 91.33 feet to a point of curvature; thence southeasterly along the arc of a 350.00 foot radius curve to the left a distance of 106.76 feet (central angle equals 17°28'37" and long chord bears South 74°18'36" East 106.35 feet); thence South 83°02'55" East 22.69 feet to a point of curvature; thence southeasterly along the arc of a 225.00 foot radius curve to the right a distance of 143.34 feet (central angle equals 36°30'06" and long chord bears South 64°47'52" East 140.93 feet); thence South 46°32'49" East 16.21 feet to a point of curvature; thence southeasterly along the arc of a 175.00 foot radius curve to the left a distance of 124.42 feet (central angle equals 40°44'03" and long chord bears South 66°54'50" East 121.81 feet); thence South 87°16'52" East 187.31 feet to a point of curvature; thence southeasterly along the arc of a 225.00 foot radius curve to the right a distance of 138.79 feet

(central angle equals 35°20'32" and long chord bears South 69°36'36" East 136.60 feet); thence South 51°56'20" East 106.75 feet to a point of curvature; thence northeasterly along the arc of a 75.00 foot radius curve to the left a distance of 188.58 feet (central angle equals 144°03'50" and long 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 a point on the north line of said Section 15; thence South 89°58'55" East 600.09 feet along said north line; thence South 68°00'12" East 185.95 feet; thence South 41°05'37" East 287.43 feet; thence South 4°51'05" West 368.04 feet; thence North 84°31'36" West 11.65 feet; thence South 4°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 1°37'25" East 149.78 feet; thence North 5°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 3°54'02" West 96.36 feet; thence North 1°12'51" East 259.88 feet; thence South 88°22'31" West 291.81 feet to a non-tangent point on a curve; thence southwesterly along the arc of a 120.00 foot radius curve to the right a distance of 281.87 feet (central angle equals 134°35'00" and long chord bears South 60°46'10" West 221.40 feet); thence North 51°56'20" West 106.75 feet to a point of curvature; thence northwesterly along the arc of a 180.00 foot radius curve to the left a distance of 111.03 feet (central angle equals 35°20'32" and long chord bears North 69°36'36" West 109.28 feet); thence North 87°16'52" West 187.31 feet to a point of curvature; thence northwesterly along the arc of a 220.00 foot radius curve to the right a distance of 156.41 feet (central angle equals 40°44'03" and long chord bears North 66°54'50" West 153.14 feet); thence North 46°32'49" West 16.21 feet to a point of curvature; thence northwesterly along the arc of a 180.00 foot radius curve to the left a distance of 114.67 feet (central angle equals 36°30'06" and long chord bears North 64°47'52" West 112.74 feet); thence North 83°02'55" West 22.69 feet to a point of curvature; thence northwesterly along the arc of a 395.00 foot radius curve to the right a distance of 120.49 feet (central angle equals 17°28'37" and long chord bears North 74°18'36" West 120.02 feet); thence North 65°34'18" West 91.33 feet to a point of curvature; thence westerly along the arc of a 280.00 foot radius curve to the left a distance of 117.16 feet (central angle equals 23°58'26" and long chord bears North 77°33'31" West 116.31 feet); thence North 89°32'44" West 406.71 feet to a point of curvature; thence westerly along the arc of a 17.50 foot radius curve to the left a distance of 4.58 feet (central angle equals 15°00'00" and long chord bears South 82°57'16" West 4.57 feet); thence South 75°27'16" West 101.60 feet to a point of curvature; thence westerly along the arc of a 32.50 foot radius curve to the right a distance of 8.51 feet (central angle equals 15°00'00" and long chord bears South 82°57'16" West 8.48 feet); thence North 89°32'44" West 156.41 feet to a point of curvature; thence northwesterly along the arc of a 119.50 foot radius curve to the right a distance of 60.78 feet (central angle equals 29°08'32" and long chord bears North 74°58'28" West 60.13 feet); thence North 60°53'06" West 90.04 feet; thence North 59°07'56" West 122.11 feet to a point of curvature; thence westerly along the arc of a 25.00 foot radius curve to the left a distance of 38.68 feet (central angle equals 88°38'21" and long chord bears South 76°32'54" West 34.93 feet) to the point of beginning.

Contains: 1,095,667 sq.ft. or 25.153 acres.

A part of APNs: 11-002-0123, 11-009-0053, -0054, & -0066

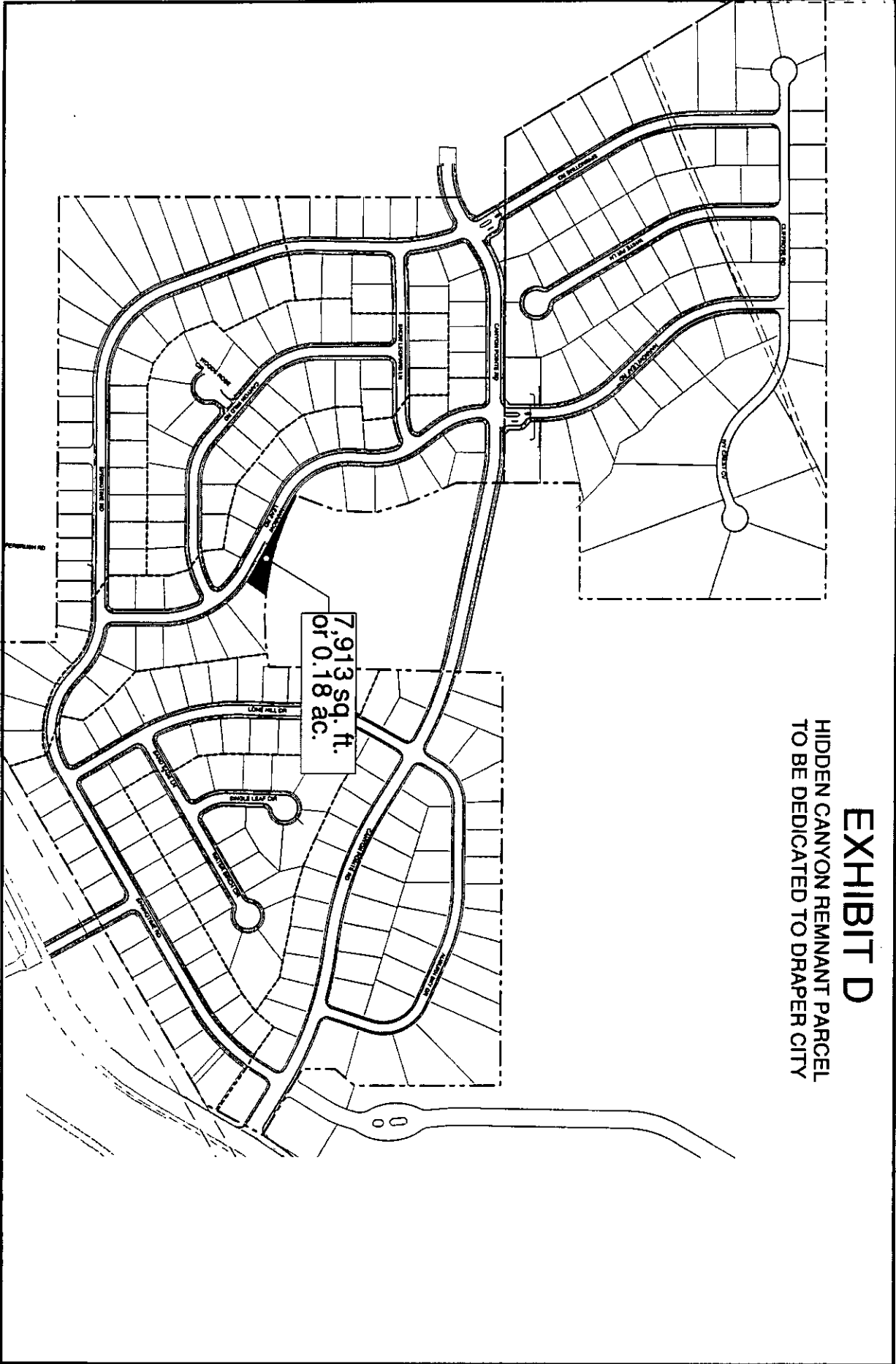
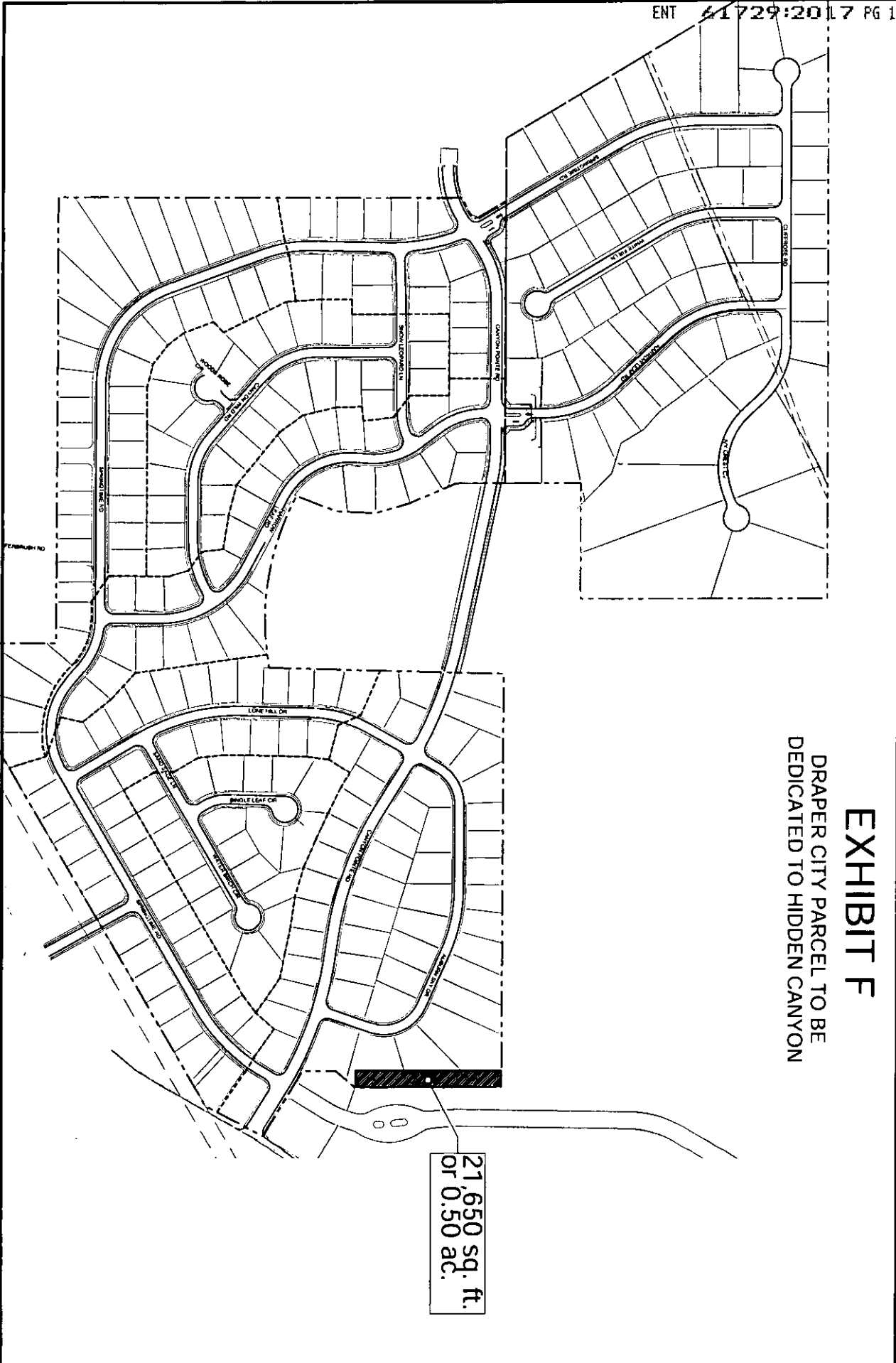


EXHIBIT D
HIDDEN CANYON REMNANT PARCEL
TO BE DEDICATED TO DRAPER CITY

EXHIBIT "E"

Description of the HCE DJIG Trade Property

BEGINNING AT A POINT ON THE BOUNDARY OF DRAPER CITY PARCEL 11:002:0064 SAID POINT BEING SOUTH 89°49'39" WEST, ALONG THE SECTION LINE, 704.80 FEET AND NORTH 1453.29 FEET FROM THE SOUTH QUARTER CORNER OF SECTION 10, TOWNSHIP 4 SOUTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN AND RUNNING THENCE NORTH 55°04'50" WEST 70.16 FEET; THENCE 37.81 FEET ALONG THE ARC OF A 310.00 FOOT RADIUS NON-TANGENT CURVE TO THE LEFT (CHORD BEARS NORTH 31°25'30" EAST 37.79 FEET) THENCE NORTH 27°55'50" EAST 231.80 FEET; THENCE 25.13 FEET ALONG THE ARC OF A 200.00 FOOT RADIUS TANGENT CURVE TO THE RIGHT (CHORD BEARS NORTH 31°31'49" EAST 25.12 FEET) THENCE SOUTH 54°52'11" EAST 6.39 FEET; THENCE 310.20 FEET ALONG THE ARC OF A 770.00 FOOT RADIUS NON-TANGENT CURVE TO THE LEFT (CHORD BEARS SOUTH 16°48'39" WEST 308.11 FEET) TO THE POINT OF BEGINNING.



21,650 sq. ft.
or 0.50 ac.

EXHIBIT F
DRAPER CITY PARCEL TO BE
DEDICATED TO HIDDEN CANYON

EXHIBIT "G"

Description of the HCE City Trade Property

BEGINNING AT THE SOUTH QUARTER CORNER OF SECTION 10, TOWNSHIP 4 SOUTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN AND RUNNING THENCE SOUTH 89°49'39" WEST, ALONG THE SECTION LINE, 435.67 FEET; THENCE NORTH 02°28'11" EAST 49.33 FEET; THENCE NORTH 89°41'15" EAST 433.68 FEET, TO THE QUARTER SECTION LINE; THENCE SOUTH 00°08'40" WEST, ALONG SAID QUARTER SECTION LINE, 50.34 FEET TO THE POINT OF BEGINNING.