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GARY W. OTT
RECORDER, SALT LAKE COUNTY, UTAH
CITY OF DRAPER
1020 E PIONEER RD
DRAPER UT 84020
BY: EEP, DEPUTY - WI 9 P.

**AGREEMENT REVISING EXHIBIT "B"
OF THE THIRD AMENDMENT OF THE
AMENDED DEVELOPMENT AGREEMENT
FOR THE SOUTH MOUNTAIN PLANNED
UNIT DEVELOPMENT**

THIS AGREEMENT is made and entered into as of the 15th day of May, 2014, by and between **DRAPER CITY**, a Utah municipal corporation, hereinafter referred to as the "City," and **QUALIFIED CAPITAL, LLC**, a Utah LLC, hereinafter referred to as "Qualified" as the partial successor and assignee of Walker Design Services, LLC, partial successor and assignee of Platinum Properties, LLC, partial successor and assignee of South Mountain, LC,

RECITALS:

WHEREAS, the City has previously entered into an Amended Development Agreement with the developer of the South Mountain Project in Draper City; and

WHEREAS, the City and Platinum Properties, in September, 2004, entered into the Third Amendment of the Amended Development Agreement for the South Mountain Planned Unit Development, affecting only a portion of the South Mountain property, which property is more particularly described in Exhibit "A," attached hereto and incorporated herein by reference; and

WHEREAS, Qualified, as the successor to Walker Design Services, LLC, desires to amend a portion of Exhibit "B" to the Third Amendment to the Amended Development Agreement for the South Mountain Planned Unit Development, and the City has determined that the Amended Exhibit "B" as proposed by Qualified will provide an overall benefit to the project and is therefore desirable to the City;

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

1. **Amendments and additions to Exhibit "B."** Paragraph 5, 10, and 11 of Exhibit "B" to the Third Amendment of the Amended Development Agreement for the South Mountain Planned Unit Development are hereby amended and revised to incorporate the following standards relating to the driveway width, minimum building setbacks, and architectural treatment of garage facades:

5d. The maximum width of the driveway as measured at the back of the sidewalk (property line) shall comply with current Draper City standards. The maximum width of the driveway approach curb cut shall comply with Draper City standards, while minimizing the total pavement within the park strip to the greatest extent possible, allowing maximum area for the planting of landscaping and required street trees.

10. The minimum "Building Setbacks" shall be no less than as follows:

- | | |
|--|---------|
| a. Main Building from street right of way | 20 feet |
| b. Side Access Garage from street right of way | 20 feet |
| c. Required side yard from property line | 8 feet |
| d. Required rear yard | 20 feet |

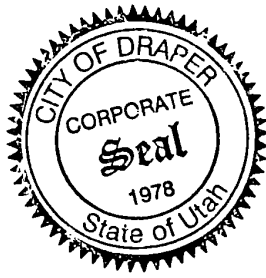
11.

- a. Exterior walls must feature a combination of materials, including rock, stucco, cement fiber-type siding. Vinyl siding is expressly prohibited.
- b. Four-sided architectural accent features should be considered.
- c. Each building shall contain both single and two story elements and use two or more architectural forms in combination to create shadows. Gables, dormers and porches shall be used to divide larger facades and create variety.
- d. Each building shall have multiple roof elements. Long continuous rooflines are prohibited. Roof pitch shall not be less than 4:12.
- e. Materials and colors used on building and fencing shall vary in nature and must be approved by the ACC.
- f. Fencing is not allowed to extend beyond the front façade of any elevation, including the second front yard on a corner lot.
- g. All front yard landscaping must be installed by the property owner within 12 months of occupancy.
- h. Any variation or exception to these architectural standards may be authorized by the Architectural Control Committee.


2. **Other Provisions Not Affected.** This revision to Exhibit "B" shall be limited in its effect to the specific provisions and setbacks as referenced herein and all other provisions of Exhibit "B", and the Third Amendment of the Amended Development Agreement with the South Mountain Planned Unit Development shall remain unaffected and in full force and effect.

3. **Binding Effect.** This Agreement shall inure to the benefit of, and be binding upon, the parties hereto and their respective heirs, officers, employees, representatives, agents, successors and assigns.

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 above written.

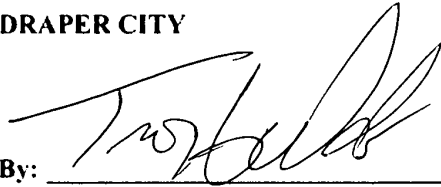


ATTEST:


City Recorder

"CITY"

DRAPER CITY

By: 

"Developer"

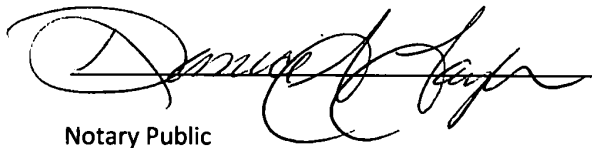
QUALIFIED CAPITAL, LLC

By: 

Qualified Acknowledgement

State of Utah)
 §
County of Utah)

On this 16th, day of March, 2016, personally appeared before me Ryan Bybee, whose identity is personally known to me and who by me duly sworn/affirmed, did say that he is the Manager of Qualified Capital, a Utah limited liability company, and that forgoing instrument was signed by him on behalf of said company by Authority of its Articles of Organization and duly acknowledged to me that said limited liability company executed the same.


Notary Public

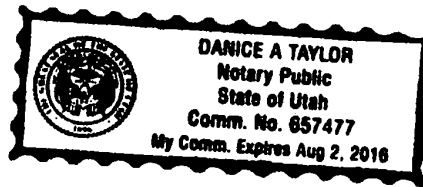


Exhibit A

34-07-226-013

Property Description

A parcel of land located in the Southeast Quarter of Section 6 and the Northeast Quarter of Section 7 and the Southwest Quarter of Section 5 and the Northwest Quarter of Section 8 in Township 4 South, Range 1 East, Salt Lake Base and Meridian, more particularly described as follows:

Beginning at a point on the southeasterly line of the Utah Transit Authority Railroad right-of-way and the northeast corner of that certain parcel described in Book 7669 at Page 1564 in the Office of the Salt Lake County Recorder, which point is North 00°37'17" East, 366.00 feet from Northeast corner of said Section 7, as shown on the plat of South Mountain Commercial Triangle, Phase 1, as recorded in the Office of the Salt Lake County Recorder), and running thence along said southeasterly line North 65° 17'39" East, 961.30 feet to a point on the northwesterly right-of-way line of Highland Drive and a 1039.00-foot radius curve to the left; thence southwesterly 372.86 feet along the arc of said curve through a delta of 20°33'42" (chord bears South 54°53'32" West, 370.87 feet); thence South 44°36'41" West, 1963.62 feet to the point of tangency with a 20.00-foot radius curve to the right; thence northwesterly 32.15 feet along the arc of said curve through a delta of 92°05'23" (chord bears North 89°20'38" West, 28.80 feet) to a point on the northerly line of South Mountain Subdivision Phase 2E, as recorded in the Office of the Salt Lake County Recorder, and the northeasterly line of Vestry Drive; thence along said line the following courses: thence North 43°17'56" West, 72.84 feet to the point of curvature with a 261.00-foot radius curve to the left; thence northwesterly 39.81 feet along the arc of said curve through a delta of 8°44'19" (chord bears North 47° 40'07" West, 39.77 feet) to the Firehouse Road Right of way; thence along said right of way the following 4 courses; 1) thence North 31°25'33" East 20.77 feet to a point on a 250.00' radius curve to the left, thence along arc of said curve 246.56 feet through a delta of 56°30'23" (chord bears North 03°10'21" East 236.68 feet, 2) thence North 25°04'50" West 41.39 feet to a point on a 190.00' radius curve to the right, 3) thence along arc of said curve 62.40 feet through a delta of 18°48'59" (chord bears North 15°40'20" West 62.12 feet), 4) thence South 83°44'16" West 60.00 feet, thence South 65°17'39" West 329.17 feet to the East Line of South Mountain Subdivision Phase 2E; thence continuing along the boundary line of said subdivision the following two (2) courses: (1) thence North 24° 29'43" West, 47.08 feet; (2) thence North 24° 20'28" West, 252.92 feet to said southeasterly line of the Utah Transit Authority Railroad right-of-way; thence along said line North 65° 17'39" East, 1552.20 feet to the point of beginning. Parcel contains 19.60 acres.

RXLP ROCKWELL EST				BLK, LOT-QUAR		
B FLG	BLK/BLDG	IND FLG	LOT/QUAR	PARCEL	NUMBER	OBSOLETE?

L			1	34-07-226-035-0000		
L			2	34-07-226-034-0000		
L			3	34-07-226-033-0000		
L			4	34-07-226-032-0000		
L			5	34-07-226-031-0000		
L			6	34-07-226-030-0000		
L			7	34-07-226-029-0000		
L			8	34-07-226-028-0000		
L			9	34-07-226-013-0000		
L			10	34-07-226-014-0000		
L			11	34-07-226-015-0000		
L			12	34-07-226-016-0000		
L			13	34-07-226-017-0000		
L			14	34-07-226-018-0000		
L			15	34-07-226-021-0000		
L			16	34-07-226-022-0000		
L			17	34-07-226-023-0000		
L			18	34-07-226-024-0000		
L			19	34-07-226-027-0000		

PF5=RXXP PF7=RXAB ENTER=NEXT PF12=PREV PF10=LAST

LINE DOWN AND ENTER=RXPN PF1=VTDI PF4=RETURN TO RXEN

RXLP ROCKWELL EST				BLK, LOT-QUAR	
B FLG	BLK/BLDG	IND FLG	LOT/QUAR	PARCEL NUMBER	OBSOLETE?
		L	20	34-07-226-026-0000	
		L	21	34-07-226-025-0000	
		L	22	34-07-226-020-0000	
		L	23	34-06-478-003-0000	
		L	24	34-06-478-004-0000	
		L	25	34-06-478-005-0000	
		L	26	34-06-478-006-0000	
		L	27	34-06-478-007-0000	
		L	28	34-06-478-008-0000	
		L	29	34-06-478-009-0000	
		L	30	34-06-478-010-0000	
		L	31	34-05-356-002-0000	
		L	32	34-05-356-004-0000	
		L	33	34-05-356-008-0000	
		L	34	34-05-356-007-0000	
		L	35	34-05-356-006-0000	
		L	36	34-05-357-003-0000	
		L	37	34-05-357-002-0000	
		L	38	34-05-357-001-0000	

PF5=RXXP PF7=RXAB ENTER=NEXT PF12=PREV PF10=LAST
 LINE DOWN AND ENTER=RXPN PF1=VTDI PF4=RETURN TO RXEN

RXLP ROCKWELL EST				BLK, LOT-QUAR	
B FLG	BLK/BLDG	IND FLG	LOT/QUAR	PARCEL NUMBER	OBSOLETE?
		L	39	34-06-480-003-0000	
		L	40	34-06-480-002-0000	
		L	41	34-06-480-001-0000	
		L	42	34-07-229-016-0000	
		L	43	34-07-229-015-0000	
		L	44	34-07-229-014-0000	
		L	45	34-07-229-013-0000	
		L	46	34-07-229-012-0000	
		L	47	34-07-229-011-0000	
		L	48	34-07-229-010-0000	
		L	49	34-07-229-009-0000	
		L	50	34-07-229-008-0000	
		L	51	34-07-229-007-0000	
		L	52	34-07-229-006-0000	
		L	53	34-07-229-005-0000	
		L	54	34-07-229-004-0000	
		L	55	34-07-229-003-0000	
		L	56	34-07-229-002-0000	
		L	57	34-07-229-001-0000	

PF5=RXKP PF7=RXAB ENTER=NEXT PF12=PREV PF10=LAST
 LINE DOWN AND ENTER=RXPN PF1=VTDI PF4=RETURN TO RXEN

RXLP ROCKWELL EST				BLK, LOT-QUAR	
B FLG	BLK/BLDG	IND FLG	LOT/QUAR	PARCEL NUMBER	OBSOLETE?
END OF LIST		P	A	34-05-356-003-0000	
		P	B	34-07-226-019-0000	
		P	C	34-05-356-005-0000	

PF5=RKKP PF7=RXAB ENTER=NEXT PF12=PREV PF10=LAST
 LINE DOWN AND ENTER=RXPN PF1=VTDI PF4=RETURN TO RXEN