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Book - 10607 Pg - 5342-5351  
ADAM GARDINER  
RECORDER, SALT LAKE COUNTY, UTAH  
CITY OF DRAPER  
1020 E PIONEER RD  
DRAPER UT 84020  
BY: RMP, DEPUTY - MA 10 P.

**When Recorded, Return to:**  
**Bowler Properties, LC**  
**Randy Bowler**  
**P.O. Box 2111**  
**West Jordan, Utah 84084**

Affecting Tax Parcels No.: 27251000540000

**JENSON FARMS**  
**SUBDIVISION DEVELOPMENT AGREEMENT**  
(11875 South 700 West)

For ten dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are acknowledged, THIS SUBDIVISION DEVELOPMENT AGREEMENT FOR JENSON FARMS ("Agreement") is made and entered into as of the 3<sup>rd</sup> day of October, 2017, by and between Draper City, a municipal corporation of the State of Utah, ("City"), and Bowler Properties, L.C., a Utah limited liability company ("Developer"), sometimes referred to jointly herein as "Parties."

RECITALS:

- A. Developer is under contract to purchase real property within the City located at 11875 South and 700 West more particularly described in **Exhibit "A"** (legal description of the property) attached hereto and incorporated herein by this reference ("Property").
- B. Developer and the City desire that the Property be developed in a unified and consistent fashion according to the terms set forth herein.
- C. Developer has pending a zone amendment application for purposes of amending the zoning of the Property to R-4.
- D. Developer and the City have cooperated in the preparation of this Agreement and desire to enter into this Agreement to specify the rights and responsibilities of Developer to develop the Property as expressed in this Agreement and the rights and responsibilities of the City to allow and regulate such development pursuant to the requirements of this Agreement.
- E. The Parties understand and intend that this Agreement is a "development agreement" within the meaning of, and entered into pursuant to the terms of Utah Code Ann. §10-9a-102.

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 Parties hereby agree as follows:

- 1. Recitals Incorporated.

The above Recitals are integrated into the terms and conditions of this Agreement.

- 2. Development Requirements.

Subject to the City’s approval of the Project as a subdivision, together with all necessary zoning changes, entitlements and approvals, and subject to the terms and conditions of this Agreement, Developer shall proceed with the Project as follows:

a. **Compliance with City Ordinances and Development Requirements.** The Project shall be developed in accordance with the ordinances and development requirements, standards and specifications of the City governing preliminary and final subdivisions. All required plats, drawings and other supporting documents for the Project, and each phase thereof, shall be prepared and submitted to the City for its review and approval.

b. **Dedication or Donation.** Prior to or simultaneously with recording of the final plat for the Project, or any phase thereof, at the office of the Salt Lake County Recorder, Developer agrees to dedicate, transfer or donate to the City all required easements for the purpose of constructing, installing, operating and maintaining public utilities and improvements of every nature and kind as determined necessary by the City. Additionally, Developer agrees to dedicate, transfer or donate to the City an area of approximately (2.8) total acres of open space (“Open Space”) within the Project to be used for trails, passive open space, and creek preservation and maintenance as set forth on the depiction attached hereto as **Exhibit “B”** (Concept Plat) and incorporated herein by this reference. Trails in the public right of way and within the deeded Open Space as depicted in **Exhibit “B”** shall be installed by Developer. The exact details to the cross section of the trails and streets will be approved as part of the planning and engineering approval. It is anticipated that the trails will be built 10 ft. wide concrete trails. The Developer shall endeavor to reasonably preserve, and if disturbed then to be restore, the existing native landscape in the Open Space area. Developer shall construct the trail within such designated Open Space as part of the subdivision and in accordance with the City’s standards.

c. **Road Stubbing.** Developer agrees, as part of the Project, to construct two public roads, as shown on the concept plan, **Exhibit “B”**, to the northern edge in the development to better provide connectivity to the adjacent parcel to the north. The development may be phased as indicated on the attached concept plan, however a connection shall be made to the street shown as Junegrass Drive on the Willow Creek subdivision as part of Phase 1 of the Project.

d. **Lot Density.** Developer’s project for development of the Property as set forth in this Agreement is to be known as **Jenson Farms** (“Project”) and shall consist of a maximum of eighty six (85) single-family lots on approximately 48.61 acres with a maximum density of 2.1 units per acre. The exact break out of lot sizes is on the attached concept plat map “**Exhibit B**”, also indicated in the following table:

<b>LOT BREAKDOWN TABLE</b>	
<b>LOT SIZE</b>	<b>NO. OF LOTS</b>
10,000 - 13,000	44
13,000 - 22,000	40
22,000 and above	1
<b>TOTAL</b>	<b>85</b>
<b>TOTA LOT AREA</b>	<b>39.482</b>
<b>TOTAL AREA</b>	<b>48.611</b>
<b>PARK AND CHURCH AREA</b>	<b>9.129</b>
<b>UNITS PER ACRE WITHOUT PARK &amp; CHURCH AREAS</b>	<b>2.1</b>

3. Concept Plan. Approval of this development agreement satisfies the requirement for a concept plan as required by DCMC 17-2.

4. Construction Standards and Requirements. All Construction shall be conducted and completed in accordance with the ordinances and development standards of the City. All required improvements for the Project shall be constructed in accordance with the City's construction standards and specifications for this Project and all required public improvements and easements shall be dedicated to the City; provided, however, maximum road widths for the Project shall be sixty feet (60') road right-of-way, and a ten foot (10') park strip along each street. If needed, and where applicable, the 10 foot (10') park strip can be reduced to no less than five feet (5') as needed for the proposed trail connections where the trail is wider than the normal sidewalk. Prior to commencing any construction or development, or acceptance, of any building, structures or other work or improvements within the Project, the Developer shall secure any and all permits which may be required by the City, Federal, State, or any other governmental entity having jurisdiction over the work. The Developer shall construct, or cause to be constructed, all improvements for the Project in conformity with all applicable federal, state and/or local laws, rules and regulations. Any park strips that are not adjacent to private lot or park land, which are to be maintained by City, shall have low maintenance improvements, such as stamped concrete.

5. Payment of Fees. The Developer shall accept and pay all required fees to the City in a timely manner pertaining to the Project or any portion thereof.

6. Impact Fees. The City shall not charge Developer impact fees based on Open Space acreage dedicated to the City pursuant to this Agreement, or the acreage which the City will purchase and improve as a park, as more fully set forth in this Agreement. The Developer shall pay impact fees for all residential lots located within the development.

7. Reimbursement for "Upsizing". The City shall not require Developer to "upsize" any public improvements (i.e., to construct the improvements to a size larger than required or not necessary to service the Project) unless financial arrangements reasonably acceptable to Developer and the City are made to compensate Developer for the costs associated with upsizing the improvements. In the event any off-site infrastructure or on-site infrastructure designed, constructed, or developed by Developer are oversized at the City's request and are oversized for the benefit of any property other than the Property, Developer shall be entitled to reimbursement from the City for the portion of the costs attributable to the oversizing of such improvements within ninety (90) days of submitting an invoice of acceptance by the City of the infrastructure dedication.

8. City Obligations.

Subject to the Developer complying with all of the City's Ordinances, rules, regulations and the provisions of this Agreement, the City agrees to:

a. Provide standard municipal services to the Project including police and fire protection, subject to payment of all fees and charges invoiced or levied therefore by the City.

b. Work in good faith with the Developer to follow the standard development review and approval process for residential subdivisions, including preliminary and final plat.

c. Cause the City's administrative personnel, with reasonable diligence, to take or cause to be taken all actions required or advisable to be taken preparatory to, but not including, final legislative action by the City Council or the Planning Commission, in connection with adoption of the pending zone

amendment for the Property and approval of this Agreement. Developer and/or owners (or their respective successor-in-title) of all or any part of the Property shall have the vested right (i) to have preliminary and final subdivision and construction plats and site plans reviewed and, if found to meet the standards and criteria set forth in this Agreement and in the City's ordinances, approved; and (ii) to develop and construct the Project in accordance with the densities as vested in under the terms and conditions of this Agreement.

d. To fulfill the City obligations referenced in the "Agreement Of Sale And Purchase" dated June 6, 2017 to purchase 5.68 acres of land in the development of a City park.

e. Maintain all utilities, roads, Open Space and other infrastructure and improvements dedicated to the City as part of the Project.

9. Assignment.

The Developer shall not assign this Agreement or any rights or interests herein without the prior written consent of the City.

10. Default. If Developer or the City materially fails to perform their respective obligations hereunder or to comply with the material terms hereof (a "Default"), the party believing that a Default has occurred shall provide notice to the other party. Said notice of Default shall, (1) specify the claimed event of Default; (2) identify the provisions of this Agreement claimed to be in Default; (3) identify why the Default is material; and (4) (optional) propose a method and time for curing the Default. Upon the issuance of a Notice of Default, the parties shall engage in a "Meet and Confer". If the issue is not resolved during the "Meet and Confer" process, the parties shall engage in a mediation process. If a mediation process is necessary based on the foregoing, the parties shall appoint a mutually acceptable mediator within ten (10) days of the "Meeting and Confer". If the parties are unable to agree on a single acceptable mediator, each shall, within ten (10) days, appoint their own representative. These two representatives shall choose the single mediator. Developer shall pay the fees of the chosen mediator. After being named mediator, such individual shall within fifteen (15) days, review the positions of the parties regarding the mediation issues and promptly attempt to mediate the issue between the parties. If the parties are unable to reach agreement, the mediator shall notify the parties in writing of the resolution that the mediator deems to be appropriate. The mediator's opinion shall not be binding on the parties. If the parties are not able to resolve the Default by "Meet and Confer" or by mediation then the parties may have all rights and remedies available in equity, including, but not limited to, injunctive relief, and specific performance. Neither party shall be entitled to damages of any nature, which are hereby waived.

11. Notice.

Any notices, requests and demands required or desired to be given hereunder shall be in writing and shall be served personally upon the party for whom intended, or if mailed, by certified mail, return receipt requested, postage prepaid, to such party at its address shown below:

To the Developer:  
Bowler Properties L.C., Attn. Randy H. Bowler  
P.O. Box 2111  
West Jordan, Utah 84084

To City:  
Draper City Attn: City Manager  
1020 Pioneer Rd  
Draper, UT 84020

Any party may change its address for notice by giving written notice to the other party in accordance with provisions of this Section.

12. Attorneys' Fees.

In the event of any lawsuit between the parties hereto arising out or relating to this Agreement, or any of the documents provided for herein, the prevailing party or parties shall be entitled, in addition to the equitable remedies, if any, awarded in such proceeding, to recover reasonable attorneys' fees and costs.

13. Integration.

This Agreement, together with the exhibits hereto, integrates all of the terms and conditions pertaining to the subject matter hereof and supersedes all prior negotiations, representations, promises, inducements or previous agreements between the parties hereto with respect to the subject matter hereof. Any amendments hereto must be in writing and signed by the perspective parties hereto.

14. Headings.

The headings contained in this Agreement are intended for convenience only and are in no way to be used to construe or limit the text herein.

15. No Third Party Rights/No Joint Venture. This Agreement does not create a joint venture relationship, partnership or agency relationship between the City and Developer. Further, the parties do not intend this Agreement to create any third-party beneficiary rights. The parties acknowledge that this Agreement refers to a private development and that the City has no interest in, responsibility for or duty to any third parties concerning any improvements to the Property unless the City has accepted the dedication of such improvements at which time all rights and responsibilities for the dedicated public improvement shall be the City's.

16. Binding Effect.

This Agreement shall inure to the benefit of, and be binding upon the parties hereto and their respective heirs, representatives, officers, agents, employees, successors and assigns (if any assignments are allowed as provided hereinabove).

17. No Guarantee of Rezone

The City makes no representations that the request of Developer to have the Property rezoned will be approved by the Draper City Council. Therefore, this Agreement shall not be binding upon Developer unless the request for a rezone of the Property to the R-4 zone is approved by the Draper City Council. The rezone of the property by the City Council shall not be valid until this Development Agreement is recorded. This Development Agreement shall be recorded within 30 days of the decision to rezone by the City Council.

18. Agreement to be Recorded.

Upon the approval of the rezone of the Property to the R-4 zone by the Draper City Council, this Agreement may be recorded against the Property and shall be deemed to run with the land and shall be binding on all successors and assigns of Developer in the ownership or development of any portion of the Property. *[signatures on following page(s)]*

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 hereinabove written.

Developer:

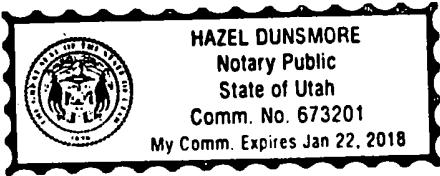
BOWLER PROPERTIES L.C.,  
a Utah limited liability company

By: Randy H. Bowler  
Name: Randy H. Bowler  
Its: Manager

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

On this 3 day of October, 2017, personally appeared before me Randy Bowler, known or satisfactorily proved to me to be the person who signed the foregoing instrument, and acknowledged to me that he/she is the Manager of Bowler Development L.C., a Utah limited liability company, and acknowledged to me that said limited liability company executed the same.

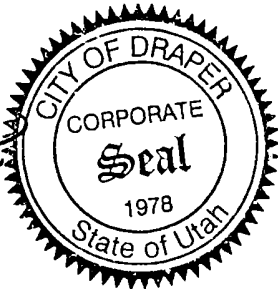
Hazel Dunsmore  
Notary Public



City:  
DRAPER CITY  
By: Troy K. Walker  
Troy K. Walker, Mayor

Attest and Countersign:

[Signature]  
City Recorder



Dated: 10.3.17

# EXHIBIT A

## JENSON FARMS - COMMITMENT DESCRIPTION

COMMENCING AT THE NORTHWEST CORNER OF SECTION 25, TOWNSHIP 3 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN; THENCE NORTH 89°53'20" EAST ALONG THE NORTH LINE OF SAID SECTION FOR 344.35 FEET TO THE POINT OF BEGINNING; THENCE NORTH 89°53'20" EAST ALONG THE NORTH LINE OF SAID SECTION FOR 1438.67 FEET TO THE WEST RIGHT-OF-WAY LINE OF THE UNION PACIFIC RAILROAD; THENCE SOUTH 05°19'33" WEST ALONG SAID RIGHT-OF-WAY FOR 1339.98 FEET TO THE SOUTH LINE OF THE NORTH HALF OF THE NORTHWEST QUARTER OF SAID SECTION; THENCE SOUTH 89°52'47" WEST ALONG SAID SOUTH LINE FOR 1405.90 FEET; THENCE NORTH 00°05'01" WEST FOR 190.88 FEET; THENCE SOUTH 89°29'59" WEST FOR 217.80 FEET; THENCE NORTH 00°05'01" WEST FOR 444.76 FEET; THENCE NORTH 89°54'59" EAST FOR 146.85 FEET; THENCE SOUTH 00°05'01" EAST FOR 149.00 FEET; THENCE NORTH 89°54'59" EAST FOR 292.35 FEET; THENCE NORTH 00°05'01" WEST FOR 249.00 FEET; THENCE SOUTH 89°54'59" WEST FOR 439.20 FEET; THENCE NORTH 00°05'01" WEST FOR 450.02 FEET; THENCE NORTH 89°53'20" EAST FOR 311.35 FEET; THENCE NORTH 00°05'01" WEST FOR 150.00 FEET TO THE POINT OF BEGINNING.

LESS AND EXCEPTING THAT PORTION OF THE ABOVE DESCRIBED PROPERTY:

COMMENCING AT THE NORTHWEST CORNER OF SECTION 25, TOWNSHIP 3 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN; THENCE SOUTH 00°05'01" EAST ALONG THE WEST LINE OF SAID SECTION FOR 318.58 FEET; THENCE NORTH 89°54'59" EAST FOR 485.67 FEET TO THE POINT OF BEGINNING; THENCE NORTH 89°54'59" EAST FOR 153.20 FEET; THENCE SOUTH 00°05'01" EAST FOR 297.71 FEET; THENCE SOUTH 88°38'12" WEST FOR 99.90 FEET; THENCE NORTH 14°41'44" WEST FOR 50.14 FEET; THENCE SOUTH 89°54'59" WEST FOR 40.67 FEET; THENCE NORTH 00°05'01" WEST FOR 251.42 FEET TO THE POINT OF BEGINNING.

ALSO LESS AND EXCEPTING THEREFROM THAT PORTION OF LAND CONVEYED TO UTAH DEPARTMENT OF TRANSPORTATION BY THAT CERTAIN WARRANTY DEED RECORDED OCTOBER 17, 2002 AS ENTRY NO. 8388130 IN BOOK 8666 AT PAGE 8676 OF OFFICIAL RECORDS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

A PARCEL OF LAND IN FEE FOR THE PURPOSE OF RAILROAD RECONSTRUCTION AND THE EXPANSION OF THE RAILROAD RIGHT OF WAY FOR THE UNION PACIFIC RAILROAD, IN CONJUNCTION WITH THE WIDENING OF 12300 SOUTH STREET, KNOWN AS PROJECT NO. 0071, BEING PART OF AN ENTIRE TRACT OF PROPERTY SITUATE IN THE NORTH HALF OF NORTHWEST QUARTER OF SECTION 25, TOWNSHIP 3 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN. THE BOUNDARIES OF SAID PARCEL OF LAND ARE DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT IN THE WESTERLY RIGHT OF WAY LINE OF THE UNION PACIFIC RAILROAD, WHICH POINT IS THE SOUTHEAST CORNER OF SAID ENTIRE TRACT, WHICH POINT IS

ALSO 1781.48 FEET, MORE OR LESS, EAST AND 1350.95 FEET, MORE OR LESS SOUTH 5°18'20" WEST (RECORD: SOUTH 9°11'23" WEST) FROM THE NORTHWEST CORNER OF SAID SECTION 25; AND RUNNING THENCE WEST 42.81 FEET ALONG THE SOUTHERLY BOUNDARY LINE OF SAID ENTIRE TRACT; THENCE NORTH 13°49'40" EAST 287.55 FEET TO THE WESTERLY RIGHT OF WAY LINE OF SAID RAILROAD; THENCE SOUTH 5°18'20" WEST (RECORD: SOUTH 9°11'23" WEST) 280.42 FEET ALONG SAID RIGHT OF WAY LINE TO THE POINT OF BEGINNING.

ALSO LESS AND EXCEPTING THEREFROM THAT PORTION OF LAND CONVEYED TO UTAH DEPARTMENT OF TRANSPORTATION BY THAT CERTAIN WARRANTY DEED RECORDED APRIL 21, 2003 AS ENTRY NO. 8619542 IN BOOK 8781 AT PAGE 3788 OF OFFICIAL RECORDS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

A PARCEL OF LAND IN FEE FOR THE PURPOSE OF RAILROAD RECONSTRUCTION AND THE EXPANSION OF THE RAILROAD RIGHT OF WAY FOR THE UNION PACIFIC RAILROAD, IN CONJUNCTION WITH THE WIDENING OF 12300 SOUTH STREET, KNOWN AS PROJECT NO. 0071, BEING PART OF AN ENTIRE TRACT OF PROPERTY SITUATE IN THE NORTH HALF OF NORTHWEST QUARTER OF SECTION 25, TOWNSHIP 3 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN. THE BOUNDARIES OF SAID PARCEL OF LAND ARE DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT IN THE WESTERLY RIGHT OF WAY LINE OF THE UNION PACIFIC RAILROAD, WHICH POINT IS THE SOUTHEAST CORNER OF SAID ENTIRE TRACT, WHICH POINT IS ALSO 1781.48 FEET, MORE OR LESS, EAST AND 1350.95 FEET, MORE OR LESS SOUTH 5°18'20" WEST (RECORD: SOUTH 9°11'23" WEST) AND 42.81 FEET WEST FROM THE NORTHWEST CORNER OF SAID SECTION 25; AND RUNNING THENCE WEST 7.03 FEET ALONG THE SOUTHERLY BOUNDARY LINE OF SAID ENTIRE TRACT; THENCE NORTH 5°19'10" EAST 43.31 FEET; THENCE NORTH 13°51'49" EAST 333.35 FEET TO THE WESTERLY RIGHT OF WAY LINE OF SAID RAILROAD; THENCE ALONG SAID WESTERLY RIGHT OF WAY LINE THE FOLLOWING TWO (2) COURSES AND DISTANCES: (1) THENCE SOUTH 5°18'20" WEST (RECORD: SOUTH 9°11'23" WEST) 87.92 FEET; (2) THENCE SOUTH 13°49'40" WEST 287.55 FEET TO THE POINT OF BEGINNING.

ALSO LESS AND EXCEPTING THAT PORTION OF LAND CONVEYED TO THERON E. JENSON AND JODI JENSON BY THAT CERTAIN QUITCLAIM DEED RECORDED DECEMBER 30, 2003 AS ENTRY NO. 8934898 IN BOOK 8928 AT PAGE 5421 OF OFFICIAL RECORDS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SECTION 25, TOWNSHIP 3 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN; THENCE SOUTH 00°05'01" EAST ALONG THE WEST LINE OF SAID SECTION FOR 600.00 FEET; THENCE NORTH 89°54'59" EAST FOR 472.20 FEET TO THE POINT OF BEGINNING; THENCE NORTH 89°54'59" EAST FOR 41.30 FEET; THENCE SOUTH 14°41'44" EAST FOR 61.54 FEET; THENCE SOUTH 02°33'09" EAST FOR 40.48 FEET; THENCE SOUTH 89°54'59" WEST FOR 58.57 FEET; THENCE NORTH 00°05'01" WEST FOR 100.00 FEET TO THE POINT OF BEGINNING.

ALSO LESS AND EXCEPTING THAT PORTION OF LAND CONVEYED TO TIMOTHY A. JENSON AND KATHY W. JENSON BY THAT CERTAIN QUITCLAIM DEED RECORDED DECEMBER 30, 2003 AS ENTRY NO. 8934899 IN BOOK 8928 AT PAGE 5423 OF OFFICIAL RECORDS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

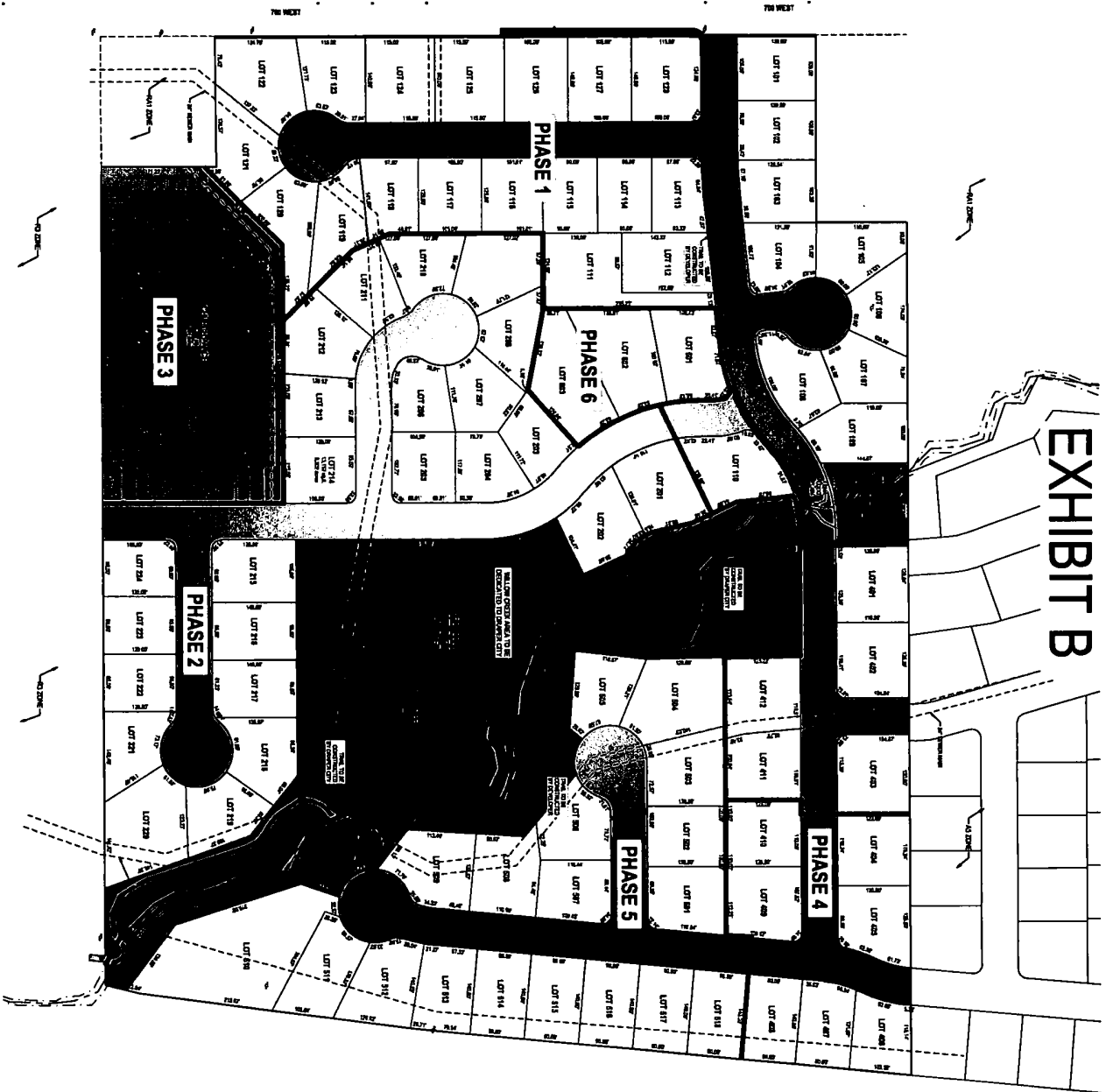


COMMENCING AT THE NORTHWEST CORNER OF SECTION 25, TOWNSHIP 3 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN; THENCE SOUTH 00°05'01" EAST ALONG THE WEST LINE OF SAID SECTION FOR 700.00 FEET; THENCE NORTH 89°54'59" EAST FOR 472.20 FEET TO THE POINT OF BEGINNING; THENCE NORTH 89°54'59" EAST FOR 58.57 FEET; THENCE SOUTH 02°33'09" EAST FOR 149.14 FEET; THENCE SOUTH 89°54'59" WEST FOR 64.99 FEET; THENCE NORTH 00°05'01" WEST FOR 149.00 FEET TO THE POINT OF BEGINNING.

ALSO LESS AND EXCEPTING THEREFROM THAT PORTION OF GRANTOR'S LAND IN FEE FOR THE "FRONTRUNNER SOUTH COMMUTER RAIL", A UTAH TRANSIT AUTHORITY PROJECT, BEING PART OF THE GRANTOR'S PROPERTY DEFINED IN THAT CERTAIN QUIT CLAIM DEED RECORDED MAY 3, 2005, AS ENTRY NUMBER 9365721, LYING AND SITUATE IN THE NORTHWEST QUARTER OF SECTION 25, TOWNSHIP 3 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN, AND DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE WEST LINE OF THE UNION PACIFIC RAILROAD, AND THE NORTHEAST CORNER OF THE GRANTOR'S PROPERTY, SAID POINT BEING NORTH 89 54'25" EAST 1783.05 FEET ALONG THE SECTION LINE FROM THE NORTHWEST CORNER OF SAID SECTION 25; THENCE SOUTH 05°19'52" WEST 165.74 FEET ALONG SAID RAILROAD RIGHT OF WAY; THENCE SOUTH 05°19'35" WEST 813.99 FEET ALONG SAID RAILROAD RIGHT OF WAY; THENCE SOUTH 13°46'46" WEST 309.59 FEET ALONG THE GRANTOR'S SOUTHEAST LINE; THENCE NORTH 07°10'24" EAST 479.52 FEET; THENCE NORTH 05°19'52" EAST 803.84 FEET TO A POINT ON THE GRANTOR'S NORTH PROPERTY LINE; THENCE NORTH 89°54'25" EAST 30.13 FEET ALONG SAID NORTH LINE TO SAID NORTHEAST CORNER OF THE GRANTOR'S PROPERTY AND THE POINT OF BEGINNING.

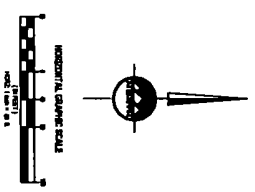
# EXHIBIT B



LOT BREAKDOWN	
LOT SIZE	ACRES
10,000 - 13,000	44
13,000 - 23,000	0
23,000 and above	1
TOTAL	45
TOTAL LOT AREA	583,482
TOTAL AREA	48,811
PARK AND CHURCH AREA	8,129
UTILITY RES. AREA WITHOUT PARK & CHURCH AREAS	21

LOT BREAKDOWN - INVENTORY	
LOT SIZE	NO. OF LOTS
14,000 - 15,000	81
15,000 - 20,000	40
20,000 and above	14
TOTAL	135
LOTS RES. ACRES (PROVIDED BY OWNER)	2.3

■ THIS TO BE CONSTRUCTED BY DEVELOPER  
 ■ THIS TO BE CONSTRUCTED BY OTHER CITY



**ENSGN**  
 THE FINANCING IN PROGRESS  
 8417 LAURE CITY  
 42 N. 10200 E. SUITE 500  
 PHOENIX, AZ 85028  
 PHONE: 602.256.0200

**JENSON FARMS PROPERTY**

DRAPER, UTAH

LOT 107110  
 TRACT 107110  
 PHASE 1  
 PHASE 2  
 PHASE 3  
 PHASE 4  
 PHASE 5  
 PHASE 6