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WHEN RECORDED MAIL TO:

Draper City Recorder
1020 E. Pioneer Road
Draper, UT 84020

14442566 B: 11604 P: 5483 Total Pages: 10
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Rashelle Hobbs, Recorder, Salt Lake County, Utah
Return To: DRAPER CITY RECORDER
1020 E. PIONEER ROAD DRAPER, UT 84020



**FIRST AMENDMENT TO
THE WARHORSE RANCH DEVELOPMENT AGREEMENT**

THIS FIRST AMENDMENT TO DEVELOPMENT AGREEMENT (this “Amendment”) is entered in this 2nd day of Sept., 2025 by and among **Karen Evans, and Linda A. Richins** as Trustee of the **Vern LeLand Richins and Linda Asay Richins Living Trust** dated 25 February, 1995, which trust was shown of record as the “**Vern LeLand Richins and Linda Asay Richins Living Trust**” (hereinafter individually referred to as “**Evans**” and “**Richins**” respectively, and jointly referred to as “**Warhorse**”), and **Draper City**, a municipality and political subdivision of the State of Utah (the “**City**”) (each 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, Warhorse and the City entered into the Warhorse Ranch Development Agreement for the Richins Property and the Evans Property on February 4, 2025 (the “Agreement”), which is recorded as Entry No. 14347441 in the Official Records of Salt Lake County, Utah in Book 11550, at Page 6653; and

WHEREAS, the Agreement governs, among other things, development of the Richins Property and the Evans Property identified as herein as Parcel numbers 28-33-129-019 and 28-33-130-024 in Exhibit 1 attached hereto; and

WHEREAS, the City owns certain real property located at approximately 12742 S Moose Hollow Drive, Draper Utah, 84020, and 12761 Costanza Way, Draper Utah, 84020; and

WHEREAS, in connection with development of the Richins and Evans Properties, the Parties mutually assent to amend the Agreement as provided herein as follows.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

- A. **Vested laws.** The provisions of Draper City Municipal Code 9-27-140 as those provisions read on the date of signing shall apply to the development. This clause shall survive the termination of the Agreement in perpetuity.

B. Conveyance of City Property.

1. The City shall execute a quitclaim deed to Richins as grantee for the property identified in Exhibit 1 as "Parcel E," subject to the easements defined in this Amendment to the Agreement.
2. The City shall execute quitclaim deeds to Evans as grantee for the properties identified in Exhibit 1 as "Parcel C" and "Parcel D," subject to the easements defined in this Amendment to the Agreement.

C. Retention of easements. The City shall retain a non-exclusive perpetual easement interest on and under the entirety of Parcels C, D, and E as marked on Exhibit 1 for access to "Parcel A" and "Parcel B" as identified in Exhibit 1, and for existing and future underground public utilities (e.g., water lines, sewer pipes, gas lines, etc.). The deed identified in subsection B(1) of this Amendment shall include language reserving a non-exclusive perpetual right-of-way easement for ingress and egress over and across the road on the Costanza Way located on Parcel E inuring to the benefit the City and all the property owners along and through the terminus of Costanza Way. These properties are more particularly identified with the Salt Lake County Recorder as Parcel numbers 28331290090000, 28331290230000, 28331770200000, 28331780010000, and 28331770210000. This Amendment does not affect or terminate any existing easements or rights of way in favor of Evans with respect to "Parcel B."

D. Plat. Warhorse shall be responsible for drafting, applying for, and executing a plat in conformity with all applicable state laws and City ordinances. Nothing in this Amendment shall be construed to be a tacit preliminary or final approval of Exhibit 1 as a plat that conforms with all applicable state laws and City ordinances.

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

1. **Agreement Continues.** Except as expressly amended herein, the Agreement shall remain in full force and effect.
2. **Amendment to Run with the Land.** This Amendment shall be recorded in the office of the Salt Lake County Recorder, shall be deemed to be a covenant running with the land, shall encumber the same, and shall be binding on and inure to the benefit of all successors and assigns of all parties in perpetuity.
3. **Integration.** This Amendment, together with the Agreement, contain the entire agreement among the Parties 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.

4. **Counterparts.** This Amendment may be executed in one or more counterparts, each of which shall be deemed original, and all of which, taken together, constitute one and the same document.
5. **Mutual Drafting and Counsel.** This Amendment is the result of mutual negotiation and drafting by both Parties. No provision of this Amendment shall be construed against either Party on the basis that one Party was the primary drafter. Each Party hereby recognizes that they have had the opportunity to consult with legal counsel about the terms of the Amendment to the Agreement.

IN WITNESS WHEREOF, the parties have executed this Amendment to the Agreement as of the day and year first above written.

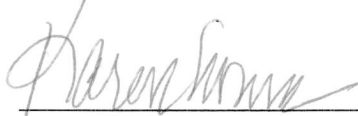
[Signatures on following pages]

“City”


Draper City, a Utah municipal corporation

By 
City Manager
Mike Barker

“Evans”


Karen Evans

“Richins”


Linda A. Richins as Trustee of the
Vern LeLand Richins and Linda Asay Richins Living Trust
dated 25 February, 1995, which trust was shown of record
as the “Vern LeLand Richins and Linda Asay Richins Living Trust”

CITY ACKNOWLEDGMENT

STATE OF UTAH)

:ss.

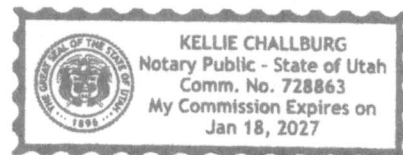
COUNTY OF SALT LAKE)

On the 4 day of September, 2025 personally appeared before me
Mike Barkar who being by me duly sworn, did say that he is the City Manager of Draper City, a
political subdivision of the State of Utah, and that said instrument was signed in behalf of the City
by authority of its City Council and said City Manager acknowledged to me that the City
executed the same.

Kellie Challburg
NOTARY PUBLIC

My Commission Expires: Jan. 18, 2027

Residing at: Salt Lake County



OWNER ACKNOWLEDGMENTS

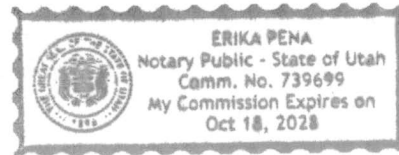
STATE OF UTAH)
)
:SS.
COUNTY OF Salt Lake)

On the 8th day of September, 2025, personally appeared before me Karen Evans, who being by me duly sworn, did say that she executed the foregoing Amendment.



NOTARY PUBLIC

My Commission Expires: 10/18/2028
Residing at: Salt Lake County



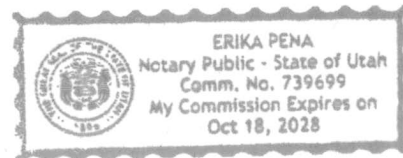
STATE OF UTAH)
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:SS.
COUNTY OF Salt Lake)

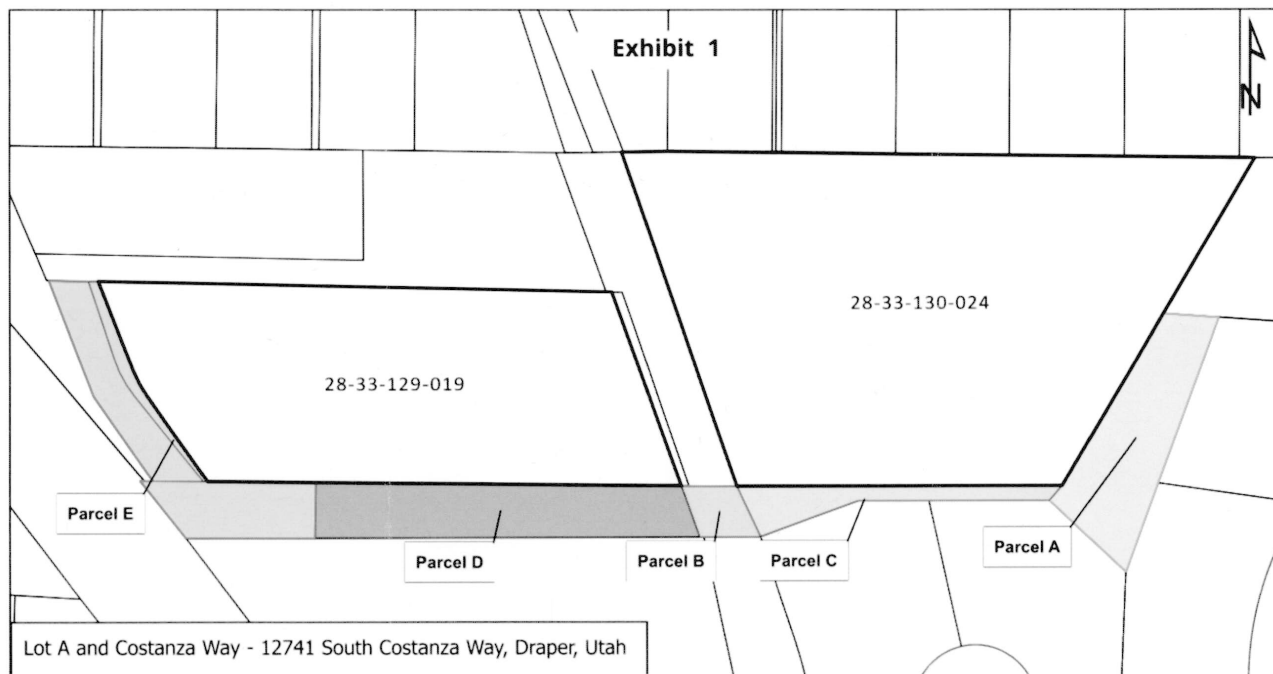
On the 8th day of September, 2025, personally appeared before me Linda A. Richins, who being by me duly sworn, did say that she executed the foregoing Amendment in her capacity as Trustee of the Vern Leland Richins and Linda Asay Richins Living Trust dated February 25, 1996, which trust was shown of record as the "Vern LeLand Richins and Linda Asay Richins Living Trust".



NOTARY PUBLIC

My Commission Expires: 10/18/2028
Residing at: Salt Lake County





OVERALL SUBDIVISION DESCRIPTION

A PARCEL OF LAND BEING ALL OF LOT A, SOMERSET RIDGE SUBDIVISION, IN BOOK 2001P, AT PAGE 145, ALSO BEING ALL OF THE DRAPER CITY PARCEL CONVEYED BY WARRANTY DEED RECORDED SEPTEMBER 09, 1991, AS ENTRY NO. 5123414, IN BOOK 6354 AT PAGE 873, ALSO BEING A PORTION OF THAT CERTAIN PARCEL CONVEYED BY QUIT CLAIM DEED RECORDED FEBRUARY 27, 1995, AS ENTRY NO. 6029215, IN BOOK 7107 AT PAGE 943, ALL ON FILE AND OF RECORD IN THE OFFICE OF THE SALT LAKE COUNTY RECORDER, SAID PARCEL BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF LOT 42 OF SAID SOMERSET RIDGE SUBDIVISION, AND RUNNING ALONG THE PERIMETER OF SAID LOT A THE FOLLOWING THREE (3) COURSES: 1) SOUTH 89°52'39" WEST 500.44 FEET, 2) NORTH 38°40'51" WEST 63.94 FEET, 3) NORTH 89°52'39" EAST 10.67 FEET TO THE SOUTHWEST CORNER OF THE SAID DRAPER CITY PARCEL; THENCE ALONG THE WESTERLY LINE OF SAID DRAPER CITY PARCEL THE FOLLOWING TWO (2) COURSES: 1) NORTH 34°56'12" WEST 88.25 FEET, 2) NORTH 21°11'18" WEST 108.14 FEET TO A POINT ON THE SOUTH LINE OF LOT 2, NOORDA SUBDIVISION, ON FILE AND OF RECORD IN THE OFFICE OF THE SALT LAKE COUNTY RECORDER IN BOOK 2016P, AT PAGE 133; THENCE SOUTH 88°48'58" EAST ALONG SAID SOUTH LINE 45.42 FEET; THENCE SOUTH 21°11'16" EAST 73.73 FEET TO A POINT ON THE ARC OF A 100.00 FOOT TANGENT-RADIUS-CURVE TO THE LEFT; THENCE ALONG THE ARC OF SAID CURVE 24.00 FEET, THROUGH A CENTRAL ANGLE OF 13°45'04", CHORD BEARS SOUTH 28°03'48" EAST 23.94 FEET; THENCE SOUTH 34°56'17" EAST 100.34 FEET TO THE NORTH LINE OF SAID LOT A; THENCE ALONG THE PERIMETER OF LOT A THE FOLLOWING SEVEN (7) COURSES: 1) NORTH 89°52'39" EAST 744.38 FEET, 2) NORTH 30°28'20" EAST 166.63 FEET, 3) SOUTH 85°42'59" EAST 50.57, 4) SOUTH 20°17'42" WEST 236.19 FEET, 5) NORTH 46°45'55" WEST 90.76 FEET, 6) NORTH 89°58'52" WEST 166.98 FEET, 7) SOUTH 70°03'19" WEST 91.18 FEET TO THE POINT OF BEGINNING.

PARCEL A

A PARCEL OF LAND BEING A PORTION OF THAT LOT A, SOMERSET RIDGE SUBDIVISION, IN BOOK 2001P, AT PAGE 145, ALL ON FILE AND OF RECORD IN THE OFFICE OF THE SALT LAKE COUNTY RECORDER, SAID PARCEL ALSO LOCATED IN THE NORTHWEST QUARTER OF SECTION 33, TOWNSHIP 3 SOUTH, RANGE 1 EAST, SALT LAKE BASE & MERIDIAN, SAID PARCEL BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A NORTHEAST CORNER OF SAID LOT A, AND RUNNING THENCE SOUTH 20°17'42" WEST ALONG A EASTERLY LINE OF SAID LOT 236.19 FEET TO THE SOUTHEAST CORNER OF SAID LOT; THENCE NORTH 46°45'55" WEST ALONG THE SOUTH LINE OF SAID LOT 89.32 FEET; THENCE NORTH 30°28'20" EAST 190.42 FEET TO THE NORTHWEST CORNER OF SAID LOT; THENCE SOUTH 85°42'59" EAST ALONG A NORTHERLY LINE OF SAID LOT 50.57 FEET TO THE POINT OF BEGINNING.

PARCEL B

A PARCEL OF LAND BEING A PORTION OF THAT LOT A, SOMERSET RIDGE SUBDIVISION, IN BOOK 2001P, AT PAGE 145, ALL ON FILE AND OF RECORD IN THE OFFICE OF THE SALT LAKE COUNTY RECORDER, SAID PARCEL ALSO LOCATED IN THE NORTHWEST QUARTER OF SECTION 33, TOWNSHIP 3 SOUTH, RANGE 1 EAST, SALT LAKE BASE & MERIDIAN, SAID PARCEL BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT SOUTH 89°52'39" WEST 5.10 FEET FROM THE NORTHWEST CORNER OF LOT 42 OF SAID SOMERSET RIDGE SUBDIVISION, SAID POINT ALSO BEING ON THE SOUTH LINE OF SAID LOT A, AND RUNNING THENCE SOUTH 89°52'39" WEST ALONG A SOUTH LINE OF SAID LOT 52.34 FEET; THENCE NORTH 19°04'56" WEST 52.87 FEET TO THE NORTH LINE OF SAID LOT; THENCE NORTH 89°52'39" EAST ALONG SAID NORTH LINE 52.34 FEET; THENCE SOUTH 19°04'56" EAST 52.87 FEET TO THE POINT OF BEGINNING.

PARCEL C

A PARCEL OF LAND BEING A PORTION OF THAT LOT A, SOMERSET RIDGE SUBDIVISION, IN BOOK 2001P, AT PAGE 145, ALL ON FILE AND OF RECORD IN THE OFFICE OF THE SALT LAKE COUNTY RECORDER, SAID PARCEL ALSO LOCATED IN THE NORTHWEST QUARTER OF SECTION 33, TOWNSHIP 3 SOUTH, RANGE 1 EAST, SALT LAKE BASE & MERIDIAN, SAID PARCEL BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF LOT 42 OF SAID SOMERSET RIDGE SUBDIVISION, AND RUNNING THENCE SOUTH 89°52'39" WEST 5.10 FEET; THENCE NORTH 19°04'56" WEST 52.87 FEET TO A POINT ON THE NORTH LINE OF SAID LOT A; THENCE NORTH 89°52'39" EAST ALONG SAID NORTH LINE 288.20 FEET; THENCE SOUTH 30°28'20" WEST 23.80 FEET TO THE SOUTH LINE OF SAID LOT A; AND RUNNING THENCE ALONG THE SOUTH LINE OF SAID LOT A THE FOLLOWING THREE (3) COURSES: 1) NORTH 46°45'55" WEST 1.44 FEET, 2) NORTH 89°58'52" WEST 166.98 FEET; THENCE SOUTH 70°03'19" WEST 91.18 FEET TO THE POINT OF BEGINNING.

PARCEL D

A PARCEL OF LAND BEING A PORTION OF THAT LOT A, SOMERSET RIDGE SUBDIVISION, IN BOOK 2001P, AT PAGE 145, ALL ON FILE AND OF RECORD IN THE OFFICE OF THE SALT LAKE COUNTY RECORDER, SAID PARCEL ALSO LOCATED IN THE NORTHWEST QUARTER OF SECTION 33, TOWNSHIP 3 SOUTH, RANGE 1 EAST, SALT LAKE BASE & MERIDIAN, SAID PARCEL BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE SOUTH LINE OF SAID LOT A, SAID POINT BEING SOUTH 89°52'39" WEST 57.44 FEET FROM THE NORTHWEST CORNER OF LOT 42 OF SAID SUBDIVISION, AND RUNNING THENCE SOUTH 89°52'39" WEST ALONG SAID SOUTH LINE 333.84 FEET; THENCE NORTH 0°07'21" WEST 50.00 FEET TO THE NORTH LINE OF SAID LOT A; THENCE NORTH 89°52'39" EAST 316.67 FEET; THENCE SOUTH 19°04'56" EAST 52.87 FEET TO THE POINT OF BEGINNING.

PARCEL E

A PARCEL OF LAND BEING A PORTION OF THAT LOT A, SOMERSET RIDGE SUBDIVISION, IN BOOK 2001P, AT PAGE 145, ALSO BEING ALL OF THE DRAPER CITY PARCEL CONVEYED BY WARRANTY DEED RECORDED SEPTEMBER 09, 1991, AS ENTRY NO. 5123414, IN BOOK 6354 AT PAGE 873, SAID PARCEL BEING A PORTION OF THAT CERTAIN PARCEL CONVEYED BY QUIT CLAIM DEED RECORDED FEBRUARY 27, 1995, AS ENTRY NO. 6029215, IN BOOK 7107 AT PAGE 943, ALL ON FILE AND OF RECORD IN THE OFFICE OF THE SALT LAKE COUNTY RECORDER, SAID PARCEL BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE SOUTH LINE OF SAID LOT A, SAID POINT BEING SOUTH 89°52'39" WEST 391.28 FEET FROM THE NORTHWEST CORNER OF LOT 42 OF SAID SUBDIVISION, AND RUNNING THENCE ALONG THE PERIMETER OF SAID LOT A THE FOLLOWING THREE (3) COURSES: 1) SOUTH 89°52'39" WEST 109.16 FEET, 2) NORTH 38°40'51" WEST 63.94 FEET, 3) NORTH 89°52'39" EAST 10.67 FEET TO THE SOUTHWEST CORNER OF THE SAID DRAPER CITY PARCEL; THENCE ALONG THE WESTERLY LINE OF SAID DRAPER CITY PARCEL THE FOLLOWING TWO (2) COURSES: 1) NORTH 34°56'12" WEST 88.25 FEET, 2) NORTH 21°11'18" WEST 108.14 FEET TO A POINT ON THE SOUTH LINE OF LOT 2, NOORDA SUBDIVISION, ON FILE AND OF RECORD IN THE OFFICE OF THE SALT LAKE COUNTY RECORDER IN BOOK 2016P, AT PAGE 133; THENCE SOUTH 88°48'58" EAST ALONG SAID SOUTH LINE 45.42 FEET; THENCE SOUTH 21°11'16" EAST 73.73 FEET TO A POINT ON THE ARC OF A 100.00 FOOT TANGENT-RADIUS-CURVE TO THE LEFT; THENCE ALONG THE ARC OF SAID CURVE 24.00 FEET, THROUGH A CENTRAL ANGLE OF 13°45'04", CHORD BEARS SOUTH 28°03'48" EAST 23.94 FEET; THENCE SOUTH 34°56'17" EAST 100.34 FEET; THENCE NORTH 89°52'39" EAST 87.18 FEET; THENCE SOUTH 0°07'21" EAST 50.00 FEET TO THE POINT OF BEGINNING.