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**AMENDMENT NO. 2
TO
MASTER DEVELOPMENT AGREEMENT FOR
THE SUNCREST MASTER PLANNED COMMUNITY**

THIS AMENDMENT NO. 2 TO THE MASTER DEVELOPMENT AGREEMENT FOR THE SUNCREST MASTER PLANNED COMMUNITY (the "Amendment") is made and entered into as of the 9th day of December, 2003, by and between **DRAPER CITY**, a Utah municipal corporation (the "City") and **DAE/WESTBROOK, L.L.C.**, a Delaware limited liability company ("Master Developer").

RECITALS

WHEREAS, the Master Developer is developing a planned unit development within the City known as the SunCrest Master Planned Community ("SunCrest"); and

WHEREAS, the parties have previously executed a Master Development Agreement dated August 24, 1999, as amended by Amendment No. 1 to the Master Development Agreement dated November 1, 2000 (collectively, the "Master Agreement"); and

WHEREAS, the Master Agreement, in Section 7.f, allows for the addition of certain property within the SunCrest development to the Project, to be developed in accordance with the terms and conditions of the Master Development Agreement, subject to the approval of the City; and

WHEREAS, SunCrest desires to add additional property to the Project and to remove some property from the Project legal description; and

WHEREAS, Exhibit "C" to the Master Agreement, the Master Plan, in Section 3, Figure C, contains the Master Trails, Parks and Wildlife Corridor Plan, which currently shows certain trails and parks and a designated wildlife corridor; and

WHEREAS, current SunCrest plans show revisions to the Trails, Parks and Wildlife Corridor as shown on Figure C and the City desires to amend Figure C to reflect the changes; and

WHEREAS, the parties are willing to amend the Master Agreement, subject to the terms and conditions set forth below; and

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. **Amendment of Property Legal Description.** The overall project legal description, as set forth in Exhibit "A" to the Master Agreement, is hereby amended by the addition of properties and the removal of another parcel of property. The revised legal description of the Project is set forth in Exhibit "1" to this Agreement, attached hereto and

incorporated herein by reference. The addition of two parcels of property to the SunCrest project constitutes expected additions to the Project boundary, as the properties are wholly within the current Project legal description. The other parcels of property to be added are immediately adjacent to and bounded on two and three sides, respectively, by the SunCrest project. The properties to be added are contiguous to other areas anticipated for residential development and, by their nature, represent a reasonable expansion of the development. The addition of the properties as set forth herein shall not be construed or interpreted in any way to anticipate or allow for further expansion of the project area. Approval of the addition of the property as set forth herein shall not in any way prejudice the City's right to deny any future request for the addition of property to the project area.

2. **Amendment of Exhibit "C" to the Master Agreement.** Figures A, B and C found in Sections 1, 2 and 3 of Exhibit "C" to the Master Agreement are hereby amended by the substitution of a new Figure 1, to be known as the "Master Plan," which is attached to this Amendment as Exhibit "2" and incorporated herein by reference.

3. **Supplementation of Prior Wildlife Study.** The November 30, 1998 study by SWCA, Inc., entitled "SunCrest Masterplan General Management Guidelines of Wildlife" referred to on Page 7 of the Master Plan is hereby supplemented by a letter dated February 20, 2002, from SWCA to Jeff Anderson that is attached hereto and incorporated by reference.

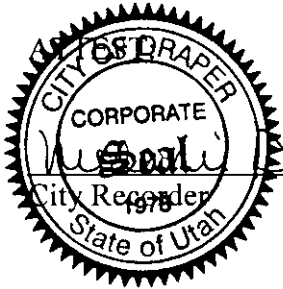
4. **Amendment of the Master Agreement and the Master Plan.** It is acknowledged by the parties that the Wildlife Corridor as adopted herein shows potential conflicts with the previously approved Land Use Plan, Master Transportation Plan, and Parks and Trails Plans as shown in the former Figures A, B and C to the Master Plan, Exhibit "C" to the Master Agreement and with Exhibit "2" to this Agreement. The parties hereby agree that approval of the amended and substituted Wildlife Corridor as set forth herein shall not be construed as approval by the City of any submittal for land use approval which conflicts with Exhibit "2," the Master Plan, as presently shown. All land-use approval applications subsequent to this Amendment shall be processed in accordance with the terms of the Master Agreement and neither party, by entering into this Amendment, shall be deemed to have waived any rights or claims regarding the necessity of further amendments to the Master Agreement or the development of SunCrest in compliance with the Master Agreement. The parties acknowledge that, although no roads are shown crossing the Wildlife Corridor (with the exception of SunCrest Drive), there will potentially need to be roads crossing through the Wildlife Corridor and that these roads will be designed and reviewed pursuant to the Master Agreement.

5. **Preservation of All Remaining Provisions of Master Development Agreement.** Except as specifically modified by this Amendment No. 2, all of the other provisions of the Master Agreement shall be, remain and continue in full force and effect.

IN WITNESS WHEREOF, the parties hereby have executed this Amendment No. 2 by and through their respective, duly-authorized representatives as of the day and year first written above.

“CITY”

DRAPER CITY



Wesley Danz _____

By: *David H. Smith* _____
Mayor

“MASTER DEVELOPER”

DAE/WESTBROOK, L.L.C.
a Delaware limited liability company

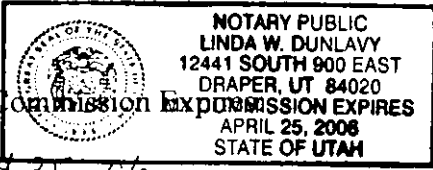
By: *Edward L. Grampp, Jr.* _____
Edward L. Grampp, Jr.
Assistant Vice-President

CITY ACKNOWLEDGMENT

ENT 2046:2004 PG 4 of 8 111

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

On the 30th day of December, 2003, personally appeared before me Darrell H. Smith, who being duly sworn, did say that he is the Mayor of **DRAPER CITY**, a municipal corporation of the State of Utah, and that the foregoing instrument was signed in behalf of the City by authority of its governing body and said Darrell H. Smith acknowledged to me that the City executed the same.

My Commission Expires 04-25-06

NOTARY PUBLIC
LINDA W. DUNLAVY
12441 SOUTH 900 EAST
DRAPER, UT 84020
APRIL 25, 2008
STATE OF UTAH

Linda Dunlavy
Notary Public
Residing at:
Salt Lake County

MASTER DEVELOPER ACKNOWLEDGMENT

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

On the 31 day of December, 2003, personally appeared before me Edward L. Grampp, Jr., who being by me duly sworn did say that he is the Assistant Vice President of **DAE/WESTBROOK, L.L.C.**, a Delaware limited liability company, and that the within and foregoing instrument was signed on behalf of said limited liability company by authority of its Articles of Organization and duly acknowledged to me that said limited liability company executed the same.

My Commission Expires:
12/01/2007

Wendy D Peterson
Notary Public
Residing at:
Salt Lake



NOTARY PUBLIC • STATE of UTAH
WENDY D PETERSON
1020 E PIONEER RD
DRAPER, UT 84020
COMM. EXP. 12/01/2007

EXHIBIT 1**SUNCREST DEVELOPMENT
LEGAL DESCRIPTION OVERALL BOUNDARY**

(Revised 12/24/03)

All of that certain real property situated in the counties of Salt Lake and Utah., State of Utah, all in Township 4 South, Range 1 East, Salt Lake Base and Meridian and being more particularly described as follows:

Beginning at a Utah County monument marking the East Quarter Corner of Section 14, Township 4 South, Range 1 East, thence South 00°33'23" West along the east line of said Section 14 for 1361.92 feet; thence South 89°42'28" West for 1076.44 feet; thence South 00°20'20" West for 2582.07 feet to a point on the north line of the South Half of the Northeast Quarter of Section 23; thence South 89°47'00" West along said north line for 1583.21 feet; thence North 00°14'17" East for 1322.97 feet to a Utah County monument marking the North Quarter Corner of said Section 23; thence North 89°49'17" West along the north line of said Section 23 for 2652.05 feet to the Utah County monument marking the Northwest Corner of said Section 23; thence North 89°45'27" West along the north line of Section 22 for 134.49 feet to a found rebar; thence South 62°44'11" West for 590.23 feet to a found rebar; thence South 54°43'11" West 1669.14 feet; thence South 66°22'44" West for 1540.56 feet; thence South 73°56'59" West for 899.58 feet; thence South 89°59'59" West for 2900.00 feet; thence North 00°00'01" West for 715.98 feet to a found rebar thence South 89°59'59" West for 3540.61 feet to a found rebar; thence North 01°18'43" West for 1356.48 feet to a point lying on the north line of Section 21, said point also lying on the south line of Section 16; thence North 89°47'37" West along said south line of said Section 16 for 942.32 feet to a Utah County monument marking the Southwest Corner of said Section 16; thence North 89°45'59" West along the south line of Section 17 for 2622.61 feet to a Utah County monument marking the South Quarter Corner of said Section 17; thence North 89°45'47" West continuing along the south line of said Section 17 for 2622.36 feet to a Utah County monument marking the Southwest Corner of Section 17; thence North 00°28'45" East along the west line of said Section 17 for 2632.35 feet to a Utah County monument marking the West Quarter Corner of said Section 17; thence South 89°35'12" West on the north line of the South Half of Section 18 for 1834.88 feet; thence North 50°15'33" East for 2418.18 feet to a point on the west line of Section 17; thence North 00°55'12" East along the west line of said Section 17 for 1077.09 feet to a Salt Lake County monument marking the northwest corner of said Section 17; thence along the north line of said Section 17 North 89°52'56" East 4871.78 feet to the west line of that property described in Book 8359 at Page 8817 of the Salt Lake County records; thence along said west line North 01°16'41" East 550.30 feet to the northwest corner of said property; thence along the north line of said property South 89°18'03" East 427.29 feet to the west line of Section 9 of said Township and Range; thence along said west line North 01°16'41" East 716.82 feet to the Southwest Corner of the Northwest Quarter of the Southwest Quarter (NW4SW4) of said Section 9; thence along the south line of said (NW4SW4) North 89°10'58" East 1,296.16 feet to the Southeast Corner of said (NW4SW4); thence along the east line of said (NW4SW4) North 00°49'49" East 786.27 feet to the southerly line of that property described in Book 8360 at Page 348 of said records; thence along the southerly and easterly lines of said property the following eight courses: North 75°36'19" East 54.91 feet (North 75°21'59" East 54.913 feet by record), North 76°46'18" East 409.78 feet (North 76°31'58" East 409.777 feet by record), South 43°52'42" East 147.11 feet (South 44°07'02" East 147.114 feet by record), South 89°33'24" East 22.63 feet (South 89°47'44" East 22.634 feet by record), North 08°47'29" East 167.02 feet (North 08°33'09" East 167.023 feet by record), North 00°44'35" East 231.53 feet (North 00°30'15" East 231.530

feet by record), North 22°01'23" West 47.33 feet (North 22°15'43" West 47.330 feet by record), and North 07°19'03" West 64.23 feet (North 07°33'23" West 64.229 feet by record) to the north line of the South Half of said Section 9; thence along said north line North 88°28'47" East 714.46 feet to the Center Quarter Corner of Section 9; thence along said north line North 88°28'47" East 2589.19 feet to a Salt Lake County brass cap marking the East Quarter Corner of said Section 9; thence along the north line of the South Half of Section 10 of said Township and Range South 89°44'13" East 315.61 feet; thence South 00°00'05" West 0.62 feet to an existing Bush & Gudgell rebar & cap as described in a Boundary Survey prepared by Bush & Gudgell, Inc. dated December 7, 1995, thence continuing South 00°00'05" West 1317.02 feet to an existing Bush & Gudgell rebar & cap; thence South 89°53'02" East 1606.75 feet to the westerly right-of-way line of the Salt Lake Aqueduct as acquired by the Metropolitan Water District of Salt Lake City and shown on Salt Lake Aqueduct Right of Way Plat Drawing No.'s 1.3-Q-7 & 1.3-Q-8, prepared by the U.S. Bureau of Reclamation, dated August 31, 1943; thence along said westerly right-of-way line South 30°20'11" East 1538.15 feet (South 30°30' East by record); thence South 62°30'42" East 93.89 feet to the easterly right-of-way line of said Salt Lake Aqueduct; thence continuing South 62°30'42" East 168.34 feet; thence Southeasterly 284.16 feet along a 636.00 foot radius curve to the right through a central angle of 25°35'56" and a long chord of South 49°42'44" East 281.80 feet; thence Northeasterly 179.87 feet along a 230.00 foot radius non-tangent curve to the left through a central angle of 44°48'25" and a long chord of North 24°52'07" East 175.32 feet; thence North 02°27'54" East 204.95 feet; thence North 89°41'36" East 433.74 feet; thence South 00°10'32" West 49.69 feet; thence South 89°59'52" East along the south line of said Section 10 for 2665.49 feet to a Utah County monument marking the southeast corner of Section 10; thence North 00°06'53" East along the east line of said Section 10 for 2607.72 feet to a Utah County monument marking the east quarter corner of said Section 10; thence North 00°06'53" East continuing along the east line of said Section 10 for 1233.76 feet to a point, said point marking the southwest corner of Jay V. Beck and purported to lie on the Salt Lake, Utah County line, all as described in Deed Book 7428 at page 280; thence North 51°02'30" East along said line for 2226.30 feet to a point on the north line of Section 11; thence North 89°05'18" East along the north line of said Section 11 for 3631.04 feet to a stone marking the northeast corner of said Section 11; thence South 00°07'58" East along the east line of said Section 11 for 1330.59 feet to the northeast corner of the south half of the northeast quarter of said Section 11; thence South 89°23'02" West along said north line for 2685.15 feet to the northwest corner of the south half of the northeast quarter of said Section 11; thence South 00°07'39" West for 2624.64 feet to the northwest corner of the south half of the southeast quarter of said Section 11; thence North 89°45'56" East along the north line of the south half of the southeast quarter of said Section 11 for 1342.54 feet to the northeast corner of the southwest quarter of the southeast quarter of said Section 11; thence South 00°15'27" West for 1309.88 feet to the southeast corner of the southwest quarter of the southeast quarter of said Section 11; thence South 00°22'46" East to the east line of the west half of the northeast quarter of Section 14 for 2647.93 feet; thence South 89°33'59" East for 1346.64 feet to the POINT OF BEGINNING.

Containing 165,071,409 square feet or 3,789.518 acres.

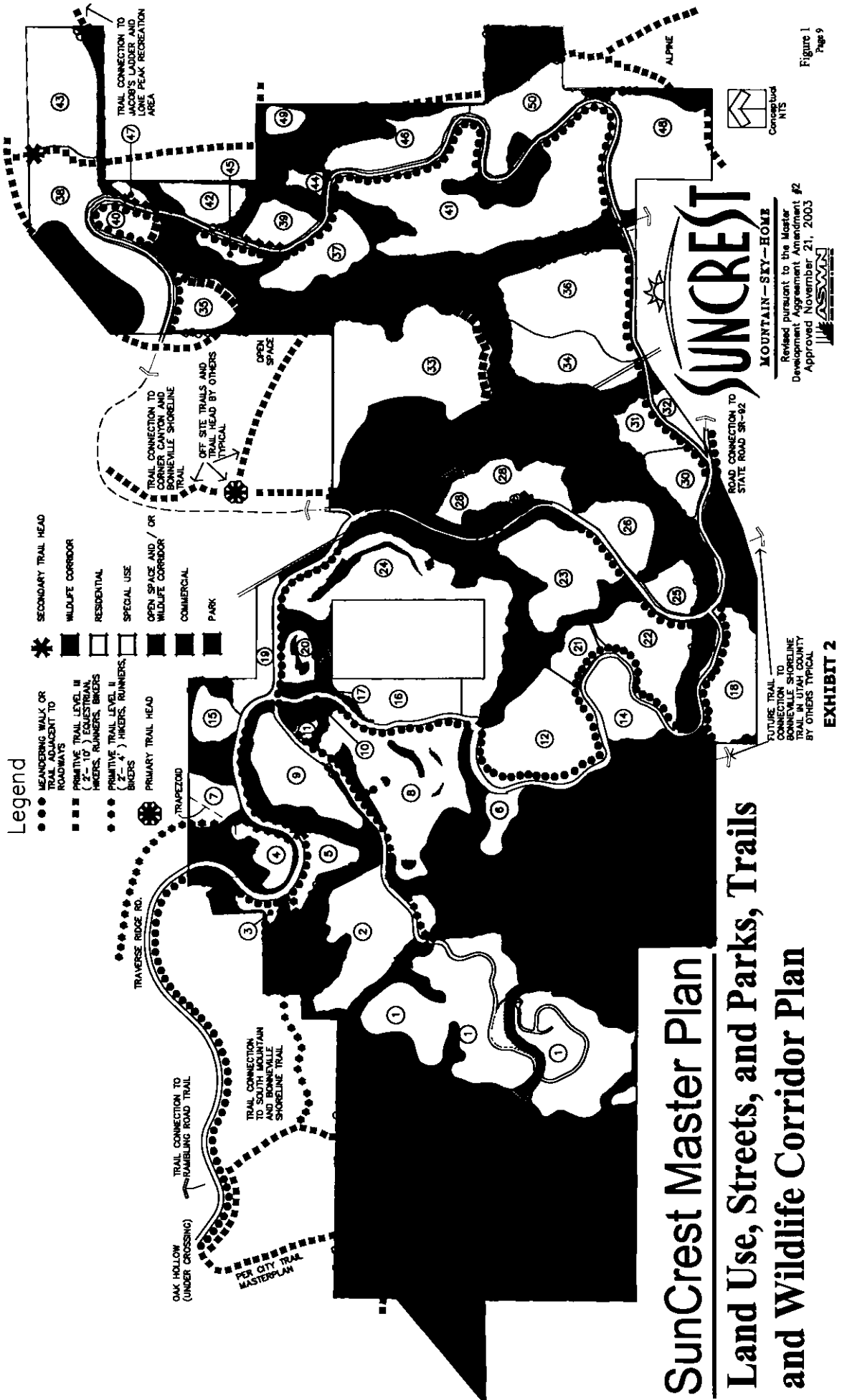
LESS AND EXCEPT (83.003 Acre Michel)

That certain real property situated in the northwest quarter of Section 15 and the northeast quarter of Section 16 all in Township 4 South, Range I East, Salt Lake Base and Meridian being more particularly described as follows:

Commencing at a Utah County monument marking the north quarter corner of said Section 15; thence

South 89°59'56" West along the north line of said Section 15 for 1978.51 feet to a found rebar; said rebar being the POINT OF BEGINNING; thence South 00°00'07" West for 2630.30 feet to a found rebar; thence South 89° 59'56" West for 1374.60 feet to a found rebar; thence North 00°00'07" East for 2630.30 feet to a found rebar; thence North 89°59'56" East for 1374.60 feet to the POINT OF BEGINNING

ALSO LESS AND EXCEPT the Salt Lake Aqueduct (Alpine-Draper Tunnel) as acquired by Metropolitan Water District of Salt Lake City.



SunCrest Master Plan

Land Use, Streets, and Parks, Trails and Wildlife Corridor Plan