

**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 August, 2006, by and between **DRAPER CITY**, a Utah municipal corporation, hereinafter referred to as the "City," and **WALKER DESIGN SERVICES**, a Utah L.L.C., hereinafter referred to as "Walker," as the 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, Walker, as the successor to Platinum Properties, 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 Walker 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 be no greater than 14 feet. The maximum width of the driveway approach curb cut shall comply with Draper City standards, while minimizing the total pavement within the parkstrip 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. Front Access Garage shall be setback at least 5 feet behind the Main Building
 - c. Side Access Garage from street right of way 20 feet
 - d. Required side yard from property line 8 feet
 - e. Required rear yard 20 feet
 - f. Typical site plans for side access garages are attached to this agreement as Exhibit 'B', and shall be utilized to the greatest extent possible to facilitate backing movements from side access garages that will allow automobiles to exit driveways in a forward manner.
- 11a. Exterior walls shall feature a variety of materials, including at least 50% brick or rock on the front elevation, with a minimum of 25% brick or rock used on all other elevations as well. Four-sided architectural accent features are required. Should a Side Access Garage be used, architectural features shall be incorporated so that the side of the garage facing the street matches the same general features on the street sides (front) of the Main Building, including, but not limited to, roof lines, gables, windows, and stone and/or brick wainscot features.

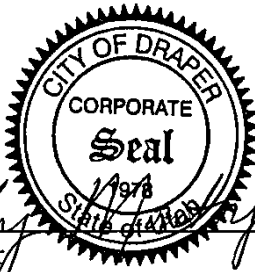
2. **Other Provisions Not Affected.** This revision to Exhibit "B" shall be limited in its effect to the specific provisions and setbacks as referenced herein and all other provisions of Exhibit "B," and the Third Amendment of the Amended Development Agreement with the South Mountain Planned Unit Development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

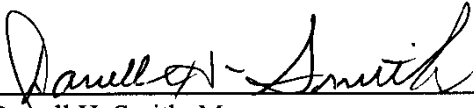
City Recorder



"CITY"

DRAPER CITY

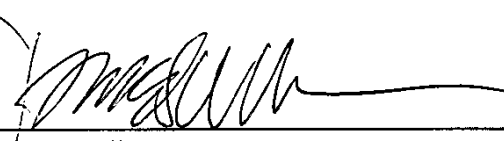
By:


Darrell H. Smith, Mayor

"DEVELOPER"

WALKER DESIGN SERVICES

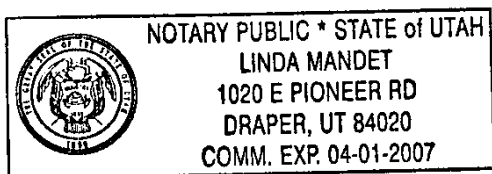
By:


James Walker

CITY ACKNOWLEDGEMENT

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

On the 22nd day of August, 2006, 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.

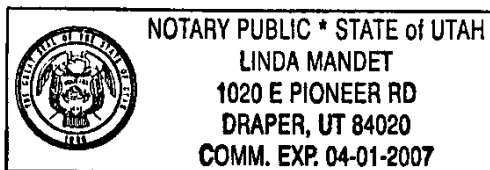


Linda Mandet
Notary Public

WALKER ACKNOWLEDGMENT

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

On the 21st day of August, 2006, personally appeared before me **John Walker** who being by me duly sworn did say that he is the managing member of **WALKER DESIGN SERVICES**, a Utah 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.



Linda Mandet
Notary Public

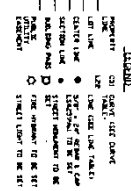
Exhibit A

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 $00^{\circ}37'17''$ 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 $65^{\circ}17'39''$ 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 $20^{\circ}33'42''$ (chord bears South $54^{\circ}53'32''$ West, 370.87 feet); thence South $44^{\circ}36'41''$ 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 $92^{\circ}05'23''$ (chord bears North $89^{\circ}20'38''$ 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 $43^{\circ}17'56''$ 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 $8^{\circ}44'19''$ (chord bears North $47^{\circ}40'07''$ West, 39.77 feet) to the Firehouse Road Right of way; thence along said right of way the following 4 courses; 1) thence North $31^{\circ}25'33''$ 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 $56^{\circ}30'23''$ (chord bears North $03^{\circ}10'21''$ East 236.68 feet, 2) thence North $25^{\circ}04'50''$ 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 $18^{\circ}48'59''$ (chord bears North $15^{\circ}40'20''$ West 62.12 feet), 4) thence South $83^{\circ}44'16''$ West 60.00 feet, thence South $65^{\circ}17'39''$ 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 $24^{\circ}29'43''$ West, 47.08 feet; (2) thence North $24^{\circ}20'28''$ West, 252.92 feet to said southeasterly line of the Utah Transit Authority Railroad right-of-way; thence along said line North $65^{\circ}17'39''$ East, 1552.20 feet to the point of beginning. Parcel contains 19.60 acres.

Exhibit 'B'
Typical Site Plans for Side Access Garages



SQUARE FOOTAGE SCHEDULE
LOWER LEVEL: 2,099 SQ FT
MAIN LEVEL: 2,142 SQ FT
UPPER LEVEL: 710 SQ FT

BK 9343 PG 5465

SQUARE FOOTAGE SCHEDULE
LOWER LEVEL: 691 SQ FT
MAIN LEVEL: 2,401 SQ FT
UPPER LEVEL: 815 SQ FT

A1.1

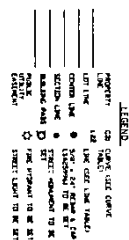
SHEET

DATE OF
PLANS
MAR 6, 1966

SITE PLAN

NEW RESIDENCE
14303 S FIREHOUSE RD.
LOT 56, DRAPER, UT
 84---

**ROCKWELL
ESTATES
MODEL 5**

[illegible]

SQUARE FOOTAGE SCHEDULE
LOWER LEVEL: 1809 SQ FT
MAIN LEVEL: 2386 SQ FT
UPPER LEVEL: 638 SQ FT

A1.1