

ORDINANCE NO. 1436

AN ORDINANCE APPROVING THE BIG WILLOW CREEK 2ND AMENDMENT DEVELOPMENT AGREEMENT FOR APPROXIMATELY 20.9 ACRES OF PROPERTY LOCATED AT APPROXIMATELY 491 WEST 11400 SOUTH WITHIN DRAPER CITY.

WHEREAS, the City Council hereby determines that it will be in the best interest of the City to allow development of the subject property in accordance with the Development Agreement; and

WHEREAS, the Development Agreement will incorporate all of the subject property into the Development Agreement for Big Willow Creek; and

WHEREAS, the Development Agreement will allow modifications to development standards in regards to density allocation and minimum lot size in the R4 and RM2 zones; and

WHEREAS, the Development Agreement will allow for Big Willow Phase 2 subdivision improvement to be installed subject to the limitations listed within the Development Agreement; and

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF DRAPER CITY, STATE OF UTAH:

Section 1. Development Agreement. The City of Draper approves the Development Agreement provided in Exhibit A, otherwise known as the Big Willow Creek 2nd Amendment Development Agreement.

Section 2. Severability Clause. If any part or provision of this Ordinance is held invalid or unenforceable, such invalidity or unenforceability shall not affect any other portion of this Ordinance and all provisions, clauses and words of this Ordinance shall be severable.

Section 3. Effective Date. This Ordinance shall become effective immediately upon publication or posting, or 30 days after final passage, whichever is closer to the date of final passage.

PASSED AND ADOPTED BY THE CITY COUNCIL OF DRAPER CITY, STATE OF UTAH, ON THE _____ DAY OF _____, 2020.

DRAPER CITY

Mayor Troy K. Walker

ATTEST:

Laura Oscarson, City Recorder

VOTE TAKEN:

YES

NO

Councilmember Green

Councilmember T. Lowery

Councilmember F. Lowry

Councilmember Roberts

Councilmember Vawdrey

Mayor Walker

EXHIBIT A
DEVELOPMENT AGREEMENT

**SECOND AMENDMENT TO
BIG WILLOW CREEK SUBDIVISION DEVELOPMENT AGREEMENT**

This Second Amendment to Big Willow Creek Subdivision Development Agreement (“Second Amendment”) is entered into this _____ day of _____, 2020 (“Effective Date”), by and between Draper City, a municipal corporation of the State of Utah, (“City”), and Ivory Development, LLC, a Utah limited liability company (“Developer”), sometimes referred to jointly herein as “Parties.”

RECITALS:

WHEREAS the Parties previously entered into that certain Big Willow Creek Subdivision Development Agreement (“Agreement”) dated on or about February 13, 2017 with respect to real property located in Draper City, Salt Lake County, State of Utah (“Property”);

WHEREAS the Parties previously entered into that certain First Amendment (“First Amendment”) to Big Willow Creek Subdivision Development Agreement dated _____;

WHEREAS Developer is under contract to purchase certain property adjacent to the Big Willow Creek Subdivision and desires to incorporate additional property into the Big Willow Creek Subdivision (“H/H Property”);

WHEREAS Developer has heretofore made application to the City for approval of the addition of the H/H Property into Big Willow Creek Subdivision;

WHEREAS Developer desires the flexibility to allocate certain residential units as described herein;

WHEREAS Developer and the City desire that the Property, the Additional Property, and the H/H Property, shown in Exhibit “A4”, be developed in a unified and consistent fashion according to the terms set forth herein; and

WHEREAS Developer and the City have cooperated in the preparation of this Second Amendment and desire to enter into this Second Amendment to specify the rights and responsibilities of Developer to develop the Property, the Additional Property, and the H/H Property as expressed in this Second Amendment and the rights and responsibilities of the City to allow and regulate such development pursuant to the requirements of this Second Amendment.

NOW, THEREFORE, in consideration of the promises, covenants, representations and warranties hereinafter set forth, and for other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the Parties agree as follows:

1. Definitions. All capitalized terms used but not otherwise defined herein shall have the same meanings assigned such terms in the Agreement.

2. Recital Revisions.

(a) A new Recital C shall be added as follows:

Developer is under contract to purchase certain neighboring property (“H/H Property”), more particularly described in Exhibit “A3” attached hereto and incorporated herein by this reference, and desires to incorporate the H/H Property into the Big Willow Creek Subdivision. A depiction of the location of the Property, the Additional Property, and the H/H Property is attached hereto as Exhibit “A4”.

(b) The recitals following the new Recital C described above shall be renumbered accordingly but shall not change in substance.

3. Development Requirements:

a. Section 2(d) of the Agreement shall be amended and restated as follows:

Lot Density. Developer’s project for development of the Property as set forth in this Agreement is to be known as Big Willow Creek (“Project”). The Project includes both the Property, the Additional Property, and the H/H Property. The Property shall consist of a maximum of one hundred fifteen (115) units on approximately 49.75 acres. The Additional Property and H/H Property shall consist of a maximum of one hundred and forty-one (141) units on approximately 20.9 acres. The total unit count for the development is 256 total units on 70.65 acres. The designated lot densities for the Property, the Additional Property, and the H/H Property are set forth in Exhibit “C” attached hereto and incorporated herein by this reference. The Additional Property and H/H Property shall have the zoning depicted on Exhibit “C1”. The density limitations within the First Amendment shall still apply to the “RM2 Zone”. The Addition Property and H/H Property shall be subject to Draper City Municipal Code. Notwithstanding the foregoing zone designations and their concomitant unit allocations, Developer shall have the flexibility to allocate the total approved density across the Additional Property and the H/H Property provided the total single family detached and single family attached housing units are less than or equal to maximum described herein. All lots shall, at a minimum, shall comply with the minimum lot sizes and development standards set forth in the RM2 zoning ordinance.

4. Exhibits. Exhibits C and C1 to the Agreement shall be deleted and replaced with the Exhibits C and C1 attached hereto.

5. Secondary Access. The Agreement shall be supplemented with a paragraph 15 stating as follows:

15. Developer shall have the right to commence construction of Phase 2 of the Project prior to establishing a second access to the Project through the Jensen Farms subdivision. Ivory shall not record a final plat or seek building permits for homes in Phase 2 until a secondary access connection is established. The secondary access

shall consist of the full public right-of-way improvements, including but not limited to curb, gutter, sidewalk, paved asphalt street, etc. Developer recognizes the economic risk of commencing construction prior to its ability to record a plat and sell lots.

6. Interpretation/ Conflicting Terms. In the event of a conflict in the terms and conditions of this Second Amendment with the terms and conditions of the Agreement, the terms and conditions of this Second Amendment shall be binding and govern the conduct of the parties.

7. No Other Changes. All provisions in the Agreement, except as specifically amended by this Second Amendment shall remain in full force and effect.

8. Counterparts. This Second Amendment may be executed in any number of counterparts, each of which when so executed and delivered, shall be deemed an original, but with all such counterparts being taken together to constitute a single original.

IN WITNESS WHEREOF, the parties hereto have set their hands to this Second Amendment effective as of the date above first written.

[signatures on following page]

EXHIBIT A3:

LEGAL DESCRIPTIONS

H/H PROPERTY

Holt Deed Entry No. 9915769

Beginning at a point which is South 33 feet and South 24 degrees 07' 30" West 506.61 feet from the Northeast corner of the Northwest Quarter of the Southwest Quarter of Section 24, Township 3 South, Range 1 West, Salt Lake Base and Meridian, and running thence East 207.0 feet to the East line of said Northwest Quarter of the Southwest Quarter; thence running South along said East line 654.49 feet, more or less, to the North line of Church property; thence South 89 degrees 59' 54" West 284.50 feet, more or less, to the Southeast corner of the property deeded to Leo Scott Bringhurst and Linda Sue Bringhurst by Warranty Deed recorded September 29, 1975 as Entry No. 2746663 in Book 3982, at Page 497 of Official Records; thence running North 1 degree 04' East 153.55 feet to the Northeast corner of said Bringhurst property; thence North 87 degrees 27' West 45.62 feet; thence North 6 degrees 18' East 142.00 feet; thence North 41 degrees 48' East 99.48 feet; thence North 12 degrees 59' East 60.20 feet; thence North 2 degrees 07' East 232.42 feet, more or less, to a point due West of the point of beginning and running thence East 8.25 feet to the point of beginning.

Excepting therefrom the following:

Beginning at a point which is South 33 feet and South 24 degrees 07' 30" West 506.61 feet from the Northeast corner of the Northwest Quarter of the Southwest Quarter of Section 24, Township 3 South, Range 1 West, Salt Lake Base and Meridian; and running thence East 207.0 feet to the East line of said Northwest Quarter of the Southwest Quarter and running thence South along said East line 202.37 feet; thence West 216 feet, more or less to the center line of a 1 rod right of way; thence North 2 degrees 07' East along the center line of said right of way 202.37 feet, more or less, to a point which is West 8.25 feet from the point of beginning; thence East 8.25 feet to the point of Beginning.

Together with a 1 rod right of way, the center line of which is described as follows:

Beginning at a point 8.25 feet West of the Northeast corner of the Northwest Quarter of the Southwest Quarter of Section 24, Township 3 South, Range 1 West, Salt Lake Base and Meridian and running thence South 31.24 feet; thence South 24 degrees 07' 30" West 506.61 feet; thence South 2 degrees 07' West 232.42 feet; thence South 12 degrees 59' West 60.20 feet; thence South 41 degrees 48' West 99.48 feet; thence South 6 degrees 18' West 142.00 feet.

Housley Deed Entry No.

A portion of the SW1/4 of Section 24, Township 3 South, Range 1 West, Salt Lake Base & Meridian, located in Draper, Utah, more particularly described as follows:

Beginning at a point located N89°54'32"E along the Section line 1,321.55 feet and North 1,949.28 feet from the Southwest Corner of Section 24, T3S, R1W, S.L.B.& M.; thence N89°58'37"W

231.11 feet to the Easterly line of BIG WILLOW CREEK PHASE 1B, according to the Official Plat thereof on file in the Office of the Salt Lake County Recorder; thence N02°08'23"E along said plat 202.51 feet; thence S89°58'37"E 223.62 feet to the 1/16th (40 acre) line; thence S00°00'55"W along the 1/16th (40 acre) line 202.37 feet to the point of beginning.

Together with a 1 .0 rod right of way, the center line of which is described as follows:

BEGINNING at a point 0.5 rods West of the Northeast corner of the Northwest quarter of the Southwest quarter of Section 24. Township 3 South, Range 1 West, Salt Lake Base and Meridian and running thence South 31.24 feet; thence South 24 degrees 07 minutes 30 seconds West 506.61 feet; thence South 2 degrees 07 minutes West 232.42 feet; thence South 12 degrees 59 minutes West 60.20 feet; thence South 41 degrees 48 minutes West 98.48 feet; thence South 06 degrees 18 minutes West 142.00 feet.

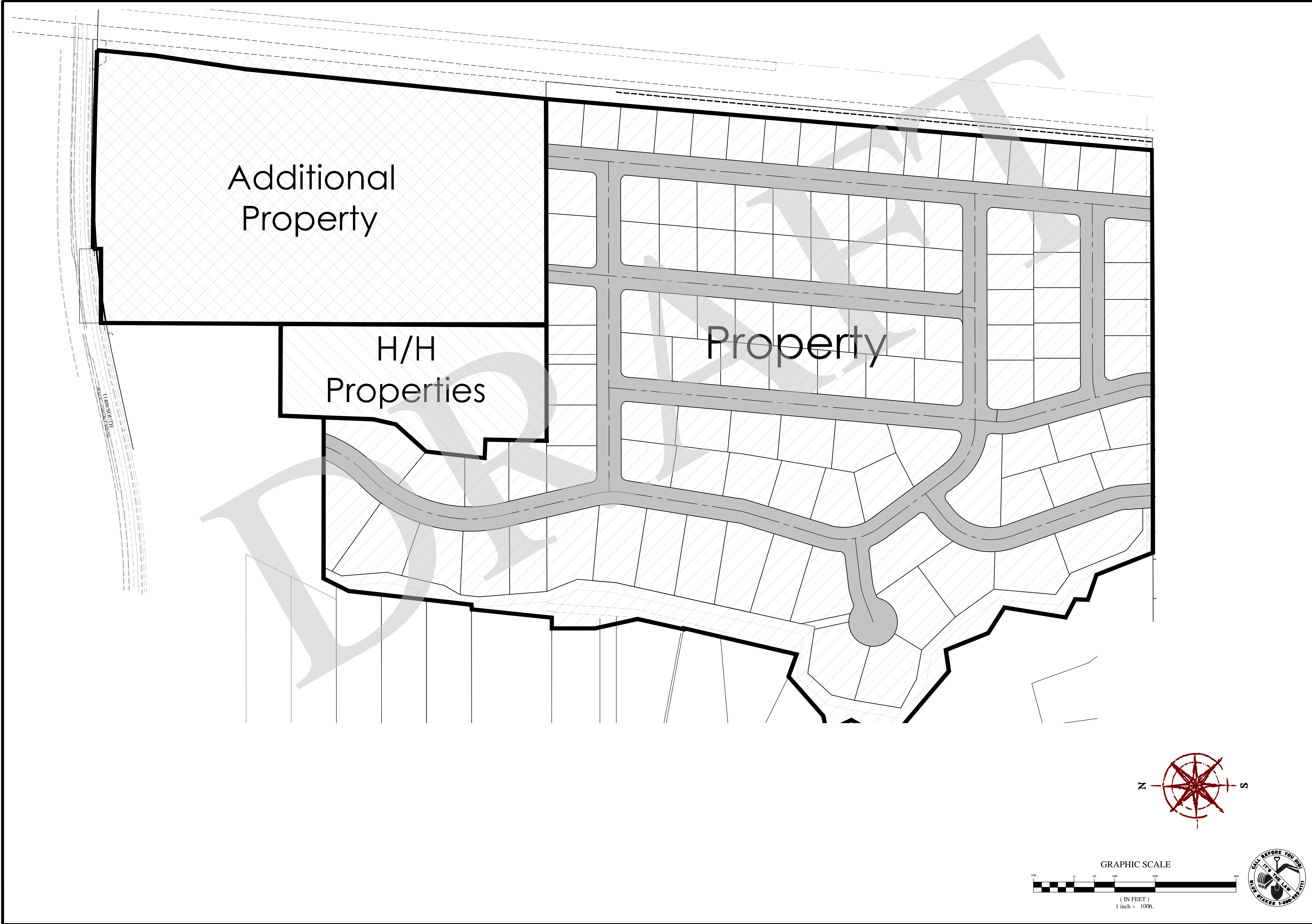
ADDITIONAL PROPERTY

CARLSON COMPOSITE DESCRIPTION

A portion of the SW1/4 of Section 24, Township 3 South, Range 1 West, Salt Lake Base and Meridian, Draper, Utah, more particularly described as follows:

Beginning at the intersection of the 1/4 Section line and the Westerly Right-of-Way line of the Union Pacific Railroad, located S89°59'36"W along the 1/4 Section line 617.17 feet from the Center 1/4 Corner of Section 24, T3S, R1W, SLB&M; thence S05°20'27"W along the said Westerly Right-of-Way line of the Union Pacific Railroad 1,155.75 feet to the Northeast corner of that Real Property described in Deed Book 9810 Page 154 of the Official Records of Salt Lake County; thence S89°53'47"W along said deed and the Northerly line of that Real Property described in Deed Book 10716 Page 4128 of the Official Records of Salt Lake County 600.97 feet to the 1/16th (40 acre) line; thence N00°01'23"E along the 1/16th (40 acre) line 1,098.74 feet to the Southerly Right-of-Way line of State Road 175 as shown on Sheet No. 14 of the Right-of-Way Plan for Project Number SP-15-7(156)293; thence along said Right-of-Way the following 3 (three) courses: 1) N89°59'36"E 188.16 feet; 2) N00°00'24"W 20.00 feet; 3) N89°59'36"E 142.26 feet; thence N04°49'42"E 33.12 feet to the 1/4 Section line; thence N89°59'36"E along the 1/4 Section line 374.90 feet to the point of beginning.

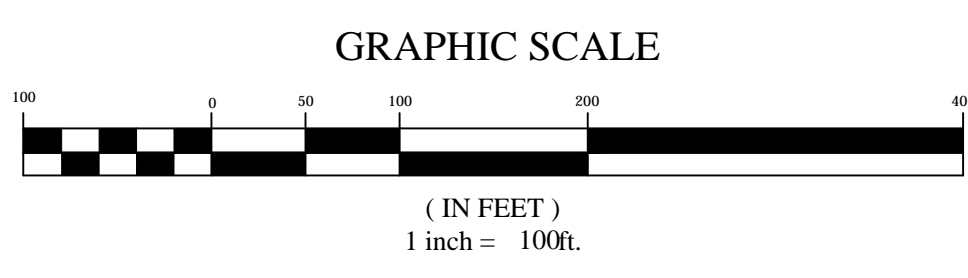
EXHIBIT A4
DEPICTION OF PROPERTIES



Additional
Property

H/H
Properties

Property



BIG WILLOW CREEK
DRAPER, UT
PROPERTY EXHIBIT

#	DATE	DESCRIPTION
1	****	****
2	****	****
3	****	****
4	****	****
5	****	****
6	****	****

PROPERTY EXHIBIT

Scale: 1"=100'	Drawn: DRP
Date: 01/17/20	Job #: 15-026
Sheet:	01

Z:_2015\15-026 Thompson Property\design\15-026.dwg, created: 01/17/20, 09:11 AM, 01/17/20, 09:11 AM

EXHIBIT C

LOT DENSITY ALLOCATION

Project	Zoning	Acreage	Denisty	Total Units
Property	R-3, R-4	49.75	2.3	115
Additional Property	RM2	11.57	9	104
Additional Property & H/H Properties	R-4	9.33	4	37
Total		70.65		256

EXHIBIT C1
ZONING DESIGNATION MAP

