



## Development Review Committee

1020 East Pioneer Road

Draper, UT 84020

March 3, 2020

**To:** Draper City Planning Commission  
Business Date: April 2, 2020

**From:** Development Review Committee

**Prepared By:** Jennifer Jastremsky, AICP, Senior Planner/Zoning Administrator  
Planning Division  
Community Development Department  
801-576-6328, [jennifer.jastremsky@draper.ut.us](mailto:jennifer.jastremsky@draper.ut.us)

**Re: Big Willow Creek 2<sup>nd</sup> Amendment– Development Agreement Request**

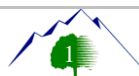
Application No.: DA-931-2019  
Applicant: Bryon Prince, representing Ivory Development, LLC  
Project Location: Approximately 491 West 11400 South  
Current Zoning: R4 (Single-family Residential) and RM2 (Multi-family Residential) Zone  
Acreage: 20.9 Acres (Approximately 910,404 ft<sup>2</sup>)  
Request: Request for approval of a 2<sup>nd</sup> Amendment to the Development Agreement on approximately 20.9 acres of property in the RM2 (Multi-family Residential) and R4 (Single Family Residential) zones in order authorize various deviations to the Draper City Municipal Code Title 9 Land Use and Development standards in regards to density allocation and minimum lot size.

### **BACKGROUND AND SUMMARY**

This application is a request for approval of a 2<sup>nd</sup> Amendment to an existing Development Agreement (2<sup>nd</sup> Amendment), attached as Exhibit H, for approximately 20.9 acres located on the south side of 11400 South, at approximately 491 West 11400 South.

This property is part of the overall Big Willow Creek development. This development originally obtained approval in January 2017 for 115 dwelling units on 49.75 acres (known as the Property in the 2<sup>nd</sup> Amendment to the Development Agreement). The approval included a Development Agreement limiting the density to a maximum of 2.3 du/ac (dwelling units per acre), and requires a variety of lot sizes from 20,000 square feet to 10,000 square feet in size. The Development Agreement can be found as Exhibit F of this report. Preliminary plat approval for all 115 lots was approved by the Planning Commission on July 18, 2017. Phases 1A and 1B obtained final plat approval on September 18, 2018, with an amended plat approved for these phases on November 21, 2019.

In April 2019 the applicant amended the development agreement (1<sup>st</sup> Amendment Development Agreement) in order to add 18.1 acres of property into the Big Willow Creek Development. A portion of this 18.1 acres is included in the 2<sup>nd</sup> Amendment Development Agreement, known as the Additional Property within the 2<sup>nd</sup> Amendment Development Agreement. The 1<sup>st</sup> Amendment of the Development Agreement rezoned some of the Additional Property to the RM2 zone, but limited any development to a



maximum of 9 du/ac. The remainder of the property was rezoned to R4 (Single-family Residential, 10,000 square foot lot minimum). The 1<sup>st</sup> Amendment to the Development Agreement attached as Exhibit G.

On December 10, 2019 the applicant obtained a rezone and land use amendment for an additional 4.12 acres of land located adjacent to the Property and the Additional Property. This area was not included in the development agreement at the time of rezone, but is part of the current application. This property is referred to as the HH Property in the 2<sup>nd</sup> Amendment to the Development Agreement.

The Additional Property and the HH Property are the properties under consideration with this application, and are considered the Subject Property. Exhibits B and C provide aerial maps showing the location of the Subject Property.

## **ANALYSIS**

*General Plan and Zoning.* The Land Use Map of the General Plan calls for the Residential Medium Density and Residential High Density land use designations for the Subject Property. The designations are depicted in Exhibit D of this report. These categories are characterized as follows:

### *Residential Medium Density*

| LAND USE DESCRIPTION  |   |   |   |
|---|---|---|---|
| <b>CHARACTERISTICS</b>  | <ul style="list-style-type: none"> <li>• Preservation of large tracts of open space, rather than open space contained primarily in individual subdivision lots</li> <li>• Variations and mixing of lot sizes, setbacks, and residential development forms</li> <li>• Minimal fronting of homes on major streets</li> <li>• Provision for trails that allow interconnectivity to other existing or proposed trails</li> <li>• Discourage “piecemeal” infrastructure installation</li> <li>• Trees and abundant landscaping, encouraging low water use and native plants</li> </ul> |   |   |
| <b>LAND USE MIX</b>   | <table border="0"> <tr> <td> <b>Primary</b> <ul style="list-style-type: none"> <li>• Single-family detached homes</li> </ul> </td> <td> <b>Secondary</b> <ul style="list-style-type: none"> <li>• Parks</li> <li>• Churches</li> <li>• Schools</li> <li>• Open Space</li> </ul> </td> </tr> </table>  | <b>Primary</b> <ul style="list-style-type: none"> <li>• Single-family detached homes</li> </ul> | <b>Secondary</b> <ul style="list-style-type: none"> <li>• Parks</li> <li>• Churches</li> <li>• Schools</li> <li>• Open Space</li> </ul> |
| <b>Primary</b> <ul style="list-style-type: none"> <li>• Single-family detached homes</li> </ul> | <b>Secondary</b> <ul style="list-style-type: none"> <li>• Parks</li> <li>• Churches</li> <li>• Schools</li> <li>• Open Space</li> </ul>   |   |   |
| <b>DENSITY</b>  | <ul style="list-style-type: none"> <li>• Density range: 2-4 dwelling units per acre</li> </ul>  |   |   |
| <b>COMPATIBLE ZONING</b>  | <ul style="list-style-type: none"> <li>• Residential Agricultural (RA2)</li> <li>• Single-family Residential (R3)</li> <li>• Single-family Residential (R4)</li> <li>• Master Planned Community (MPC)</li> </ul>  |   |   |
| <b>OTHER CRITERIA</b>   | <ul style="list-style-type: none"> <li>• Preservation of environmental features usually requires a master-planned or cluster development. Increased densities within these areas would be allowed only with compliance to specified performance standards and impact mitigation measures</li> </ul>   |   |   |

*Residential High Density*

| LAND USE DESCRIPTION  |  |   |   |
|---|--|---|---|
| <b>CHARACTERISTICS</b>  | <ul style="list-style-type: none"> <li>• Abundant landscaping</li> <li>• Architectural variation between units and/or buildings, designed to look like houses, not boxes</li> <li>• Avoid walls and fences, except for screening and buffering with neighboring developments</li> </ul>  |   |   |
| <b>LAND USE MIX</b>   | <table border="0"> <tr> <td> <b>Primary</b> <ul style="list-style-type: none"> <li>• Patio homes</li> <li>• Townhouses</li> <li>• Multifamily housing</li> </ul> </td> <td> <b>Secondary</b> <ul style="list-style-type: none"> <li>• Parks</li> <li>• Churches</li> <li>• Schools</li> <li>• Open Space</li> </ul> </td> </tr> </table> | <b>Primary</b> <ul style="list-style-type: none"> <li>• Patio homes</li> <li>• Townhouses</li> <li>• Multifamily housing</li> </ul> | <b>Secondary</b> <ul style="list-style-type: none"> <li>• Parks</li> <li>• Churches</li> <li>• Schools</li> <li>• Open Space</li> </ul> |
| <b>Primary</b> <ul style="list-style-type: none"> <li>• Patio homes</li> <li>• Townhouses</li> <li>• Multifamily housing</li> </ul> | <b>Secondary</b> <ul style="list-style-type: none"> <li>• Parks</li> <li>• Churches</li> <li>• Schools</li> <li>• Open Space</li> </ul>  |   |   |
| <b>DENSITY</b>  | <ul style="list-style-type: none"> <li>• Density range: 8-12 dwelling units per acre</li> </ul>  |   |   |
| <b>COMPATIBLE ZONING</b>  | <ul style="list-style-type: none"> <li>• Institutional care (IC)</li> <li>• Multiple-family Residential (RM1)</li> <li>• Multiple-family Residential (RM2)</li> <li>• Master Planned Community (MPC)</li> </ul>  |   |   |
| <b>LOCATION</b>   | <ul style="list-style-type: none"> <li>• Near retail centers, offices, or other compatible uses</li> <li>• Near major transit investment corridors</li> </ul>  |   |   |
| <b>OTHER CRITERIA</b>   | <ul style="list-style-type: none"> <li>• Care must be taken to minimize impacts on other residential areas to provide adequate circulation to accommodate the traffic demands</li> <li>• The developer must demonstrate that the project provides a quality living environment</li> </ul>  |   |   |

The property has been assigned the R4 and RM2 zoning classifications. The R4 zone was created to permit medium to medium-high density residential developments with single-family homes. The RM2 zone was designed to permit well designed apartments, townhomes, twin homes, and condominiums at relatively high densities that are appropriately buffered from and compatible with surrounding land uses.

The R4, R3 (Single-family Residential) zone is located to the west, the R4 zone is located to the south, and to the east is the CSD-11400 LPP (11400 Lone Peak Parkway Commercial Special District) zone. A zoning map has been provided as Exhibit E of this report.

Development Agreement. The Agreement seeks to do three things, as outlined below. The 2<sup>nd</sup> Amendment to the Development Agreement can be found in its entirety in Exhibit H of this report.

1. The 2<sup>nd</sup> Amendment will incorporate all of the Subject Property into the Development Agreement for Big Willow Creek.
2. The 2<sup>nd</sup> Amendment designates how the approved densities may be allocated on the Subject Properties. The overall approved densities for the development would not be altered. The Additional Property was approved with a maximum of 9 du/ac and the HH Property was approved with a maximum of 4 du/ac. The approvals on the Subject Property allows for a total of 141 dwelling units, as demonstrated by the below table:

| Project          | Zoning | Acreage      | Density | Total Units |
|------------------|--------|--------------|---------|-------------|
| Property         | R3, R4 | 49.75        | 2.3     | 115         |
| Subject Property | RM2    | 11.57        | 9       | 104         |
| Subject Property | R4     | 9.33         | 4       | 37          |
|                  |        |              |         |             |
| <b>Total</b>     |        | <b>70.65</b> |         | <b>256</b>  |

The 2<sup>nd</sup> Amendment allows the density on the Additional Property and HH Properties to be designed differently than has historically been done. This means that the total 141 dwelling units would be spread across the Subject Property, rather than limited by zoning district boundaries and lot sizes. For example, typically development within the R4 zone requires each lot to contain at least 10,000 square feet of lot area for each detached single-family unit. The proposed 2<sup>nd</sup> Amendment would allow homes on less than the required lot size. The 2<sup>nd</sup> Amendment does set the minimum lot size as that required within the RM2 zone, which is 4,000 square feet. The 2<sup>nd</sup> Amendment would also allow both the attached single-family and the detached single-family units to be located anywhere on the Additional Property and the HH Property.

3. The applicant currently has a final subdivision plat application in for review on Phase 2 of the Big Willow Creek development. This phase has gone through the review process, but cannot be approved due to the subdivision only having one access point. Draper City Municipal Code (DCMC) Section 17-5-030(G) limits developments to 30 lots, unless a second access is provided. Big Willow Creek currently has an access point from 11400 South, with a future connection to the south to the Jensen Farms Subdivision. Phase 1A and 1B contains the 30 lots allowed off this one access point. Jensen Farms has been approved, but the improvements have not been constructed. The 2<sup>nd</sup> Amendment would allow the applicant to begin construction of subdivision improvements of Phase 2 prior to the secondary access being provided, and prior to subdivision approval. The applicant acknowledges in the agreement that the plat would not be eligible for recordation until the secondary access is completed, and that any installation of improvements is at their economic risk. Staff has concerns about this provision, and has outlined the concerns in Exhibit A of this report.

*Criteria For Approval.* DCMC does not contain criteria for review and potential approval of an Agreement. It does, however; contain a list of items that are required as part of an Agreement, as found in DCMC Section 9-5-200(C). This section depicts the required materials for such requests as:

- C. Procedure: All development agreements, upon proper execution, shall be recorded with the respective County Recorder's Office, shall run with the land, and shall be binding on all successors in the ownership of the affected property. A development agreement shall contain, at a minimum, the following:
  1. A legal description of the land subject to the development agreement.
  2. The restrictions or conditions to be attached to the property including development standards and the provision of public facilities.
  3. The configuration of the project as shown on a project master plan.
  4. A statement of the benefits and value the development agreement will have for the City as a whole, including, but not limited to, assurances of design standards, dedication and improvement of open space, parks, trails, amenities, or infrastructure such as public rights-of-way or utilities.
  5. The time frames for performance by the parties.
  6. A description of the various City approvals required before the commencement of construction and other procedures that will be required after approval of the development agreement.

7. Provisions for enforcement of the terms and conditions of the development agreement.
8. Provisions for making amendments to the development agreement.
9. The time limitation of the agreement.
10. Such other terms as may be proposed and agreed to between the City and developer or subdivider.

## **REVIEWS**

*Planning Division Review.* The Draper City Planning Division has completed their review of the 2<sup>nd</sup> Amendment to the Development Agreement submission. Comments from this division, if any, can be found in Exhibit A.

*Engineering and Public Works Divisions Review.* The Draper City Engineering and Public Works Divisions have completed their reviews of the 2<sup>nd</sup> Amendment to the Development Agreement submission. Comments from this division, if any, can be found in Exhibit A.

*Fire Division Review.* The Draper City Fire Marshal has completed his review of 2<sup>nd</sup> Amendment to the Development Agreement submission. Comments from this division, if any, can be found in Exhibit A.

*Legal Division Review.* The Draper City Attorney has completed his review of the 2<sup>nd</sup> Amendment to the Development Agreement submission. The request complies with federal and state laws and Draper City ordinances. Comments from this division, if any, can be found in Exhibit A.

*Noticing.* Notice has been properly issued in the manner outlined in the City and State Codes.

## **STAFF RECOMMENDATION**

Staff recommends that the Planning Commission review the request, receive public comment, and make a decision based on the findings listed below and the criteria for approval, or denial, as listed within the staff report.

The findings for a positive recommendation as are follows:

1. While the proposed 2<sup>nd</sup> Amendment to the Development Agreement does not meet the requirements and provisions of the Draper City Municipal Code in regard to minimum lot size, there is an advantageous reason to modify lot size standards to allow a variety of homes and lot sizes within the City.
2. The application complies with the requirements of DCMC 9-5-200(C).

The findings for a negative recommendation as are follows:

1. The proposed 2<sup>nd</sup> Amendment to the Development Agreement does not meet the requirements and provisions of the Draper City Municipal Code in regard to minimum lot size and there is not an advantageous reason to modify lot size standards.
2. The proposed 2<sup>nd</sup> Amendment to the Development Agreement does not conform to the general aesthetic and physical development of the area.

3. The provision within section 5 of the 2<sup>nd</sup> Amendment to the Development Agreement would lead to inadequate facilities and services intended to serve the subject property, specifically roadways and police and fire emergency access.

### **MODEL MOTIONS**

#### *2<sup>nd</sup> Amendment to the Development Agreement.*

Sample Motion for Approval – I move that we forward a positive recommendation to the City Council for the 2<sup>nd</sup> Amendment to the Development Agreement, as requested by Bryon Prince, representing Ivory Development for Big Willow Creek, application DA-931-2019, based on the findings and subject to the conditions listed in the Staff Report dated March 3, 2020.

Sample Motion for Modified Approval– I move that we forward a positive recommendation to the City Council for the 2<sup>nd</sup> Amendment to the Development Agreement, as requested by Bryon Prince, representing Ivory Development for Big Willow Creek, application DA-931-2019, based on the findings and subject to the conditions listed in the Staff Report dated March 3, 2020 and as modified by the findings and conditions below:

1. List any additional findings and conditions...

Sample Motion for Denial – I move that we forward a negative recommendation to the City Council for the 2<sup>nd</sup> Amendment to the Development Agreement, as requested by Bryon Prince, representing Ivory Development for Big Willow Creek, application DA-931-2019, based on the findings listed in the Staff Report dated March 3, 2020.


**DEVELOPMENT REVIEW COMMITTEE ACKNOWLEDGEMENT**

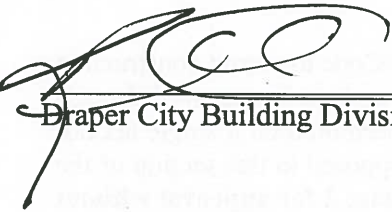
We, the undersigned, as duly appointed members of the Draper City Development Review Committee, do acknowledge that the application which provides the subject for this staff report has been reviewed by the Committee and has been found to be appropriate for review by the Draper City Planning Commission and/or City Council.

  
\_\_\_\_\_  
Draper City Public Works Department

  
\_\_\_\_\_  
Draper City Planning Division

  
\_\_\_\_\_  
Draper City Fire Department

  
\_\_\_\_\_  
Draper City Legal Counsel

  
\_\_\_\_\_  
Draper City Building Division

## **EXHIBIT A DEPARTMENT REVIEWS**

REVIEWS ARE NOT MEANT TO BE AN ALL INCLUSIVE LIST OF POSSIBLE COMMENTS OR CONDITIONS.

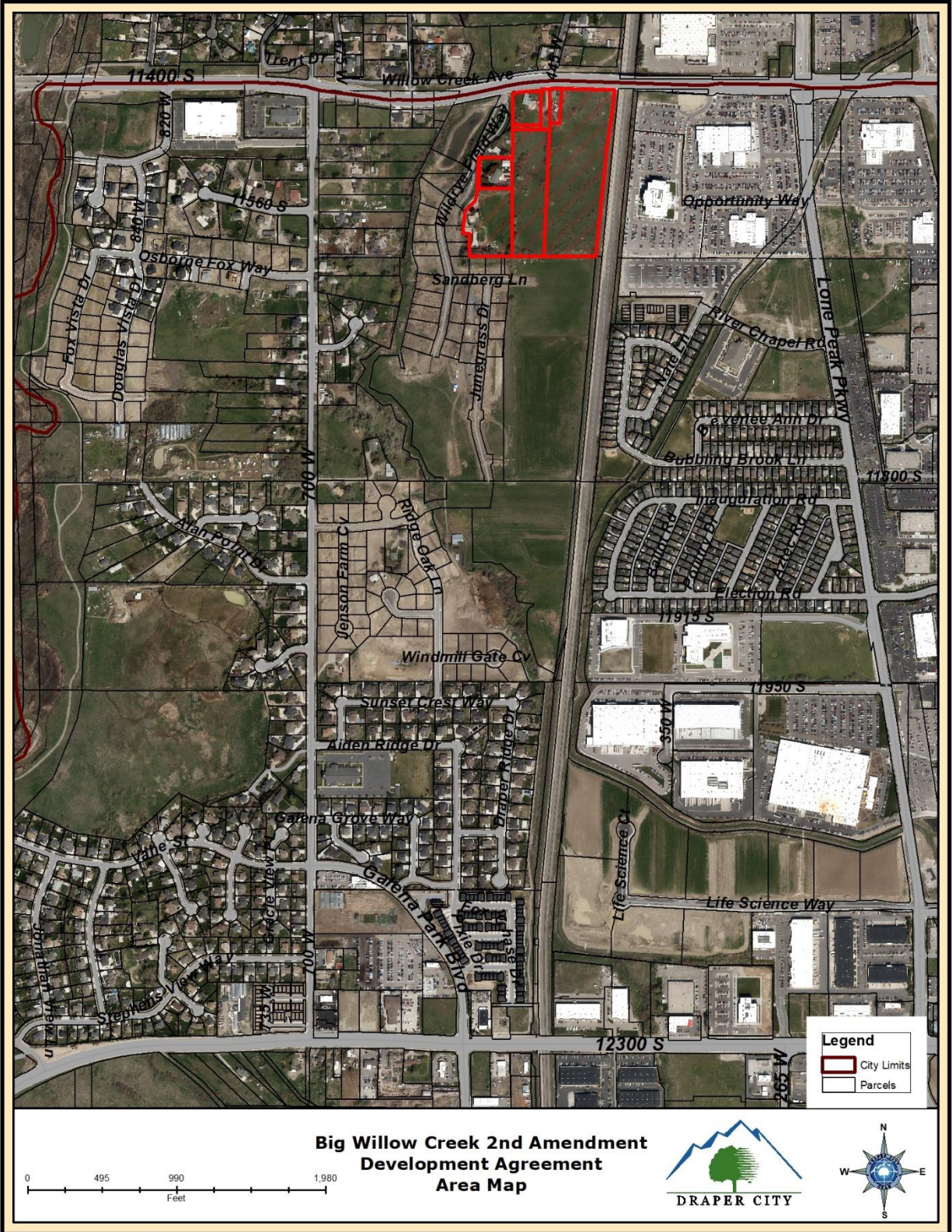
### *Planning Division Review.*

1. The flexible allocation of density across the Additional Property and HH property represents a different approach to development than has historically been done in the city. It would not increase the number of allowed dwelling units, but would allow for the residential units to be configured differently by allowing a variety of lot sizes and home types.
2. The proposal to allow construction of improvements within Phase 2 prior to the construction of a secondary access could prove problematic by providing de facto approval of a subdivision without adequate access.

### *Engineering and Public Works Divisions Review.*

1. Section 5, Secondary Access, amends Draper City Municipal Code to permit construction of Phase 2 without a secondary access. This would mean the phase is approved thereby entitling the additional lots, over and above the maximum permitted on a single access, regardless or not if the plat were recorded. Engineering is opposed to this section of the text amendment. **Engineering is opposed to forwarding Phase 2 for approval without having a secondary access as a component of Phase 2 or having the secondary access constructed to public standards by others prior to the phase approval.**

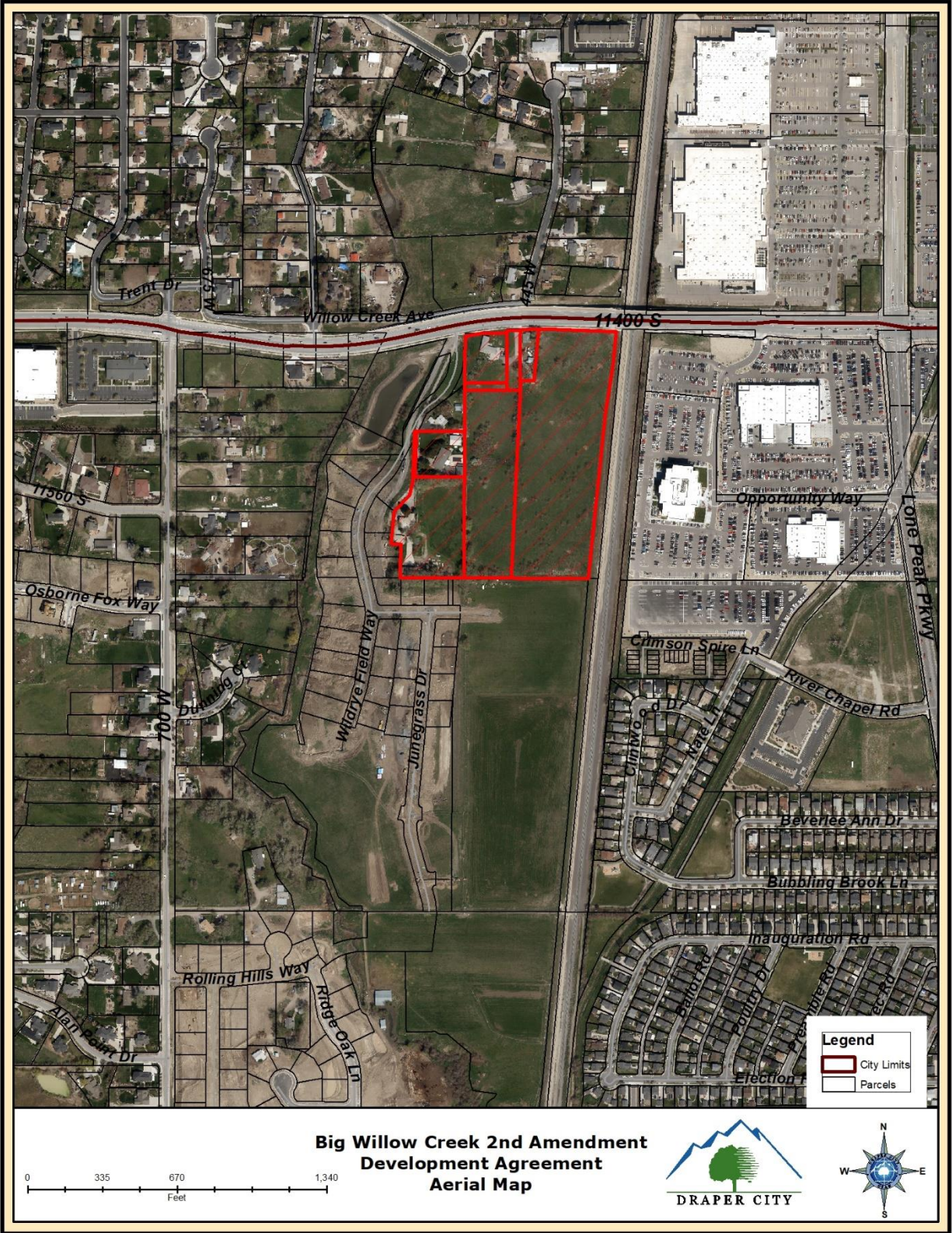
# EXHIBIT B AREA MAP



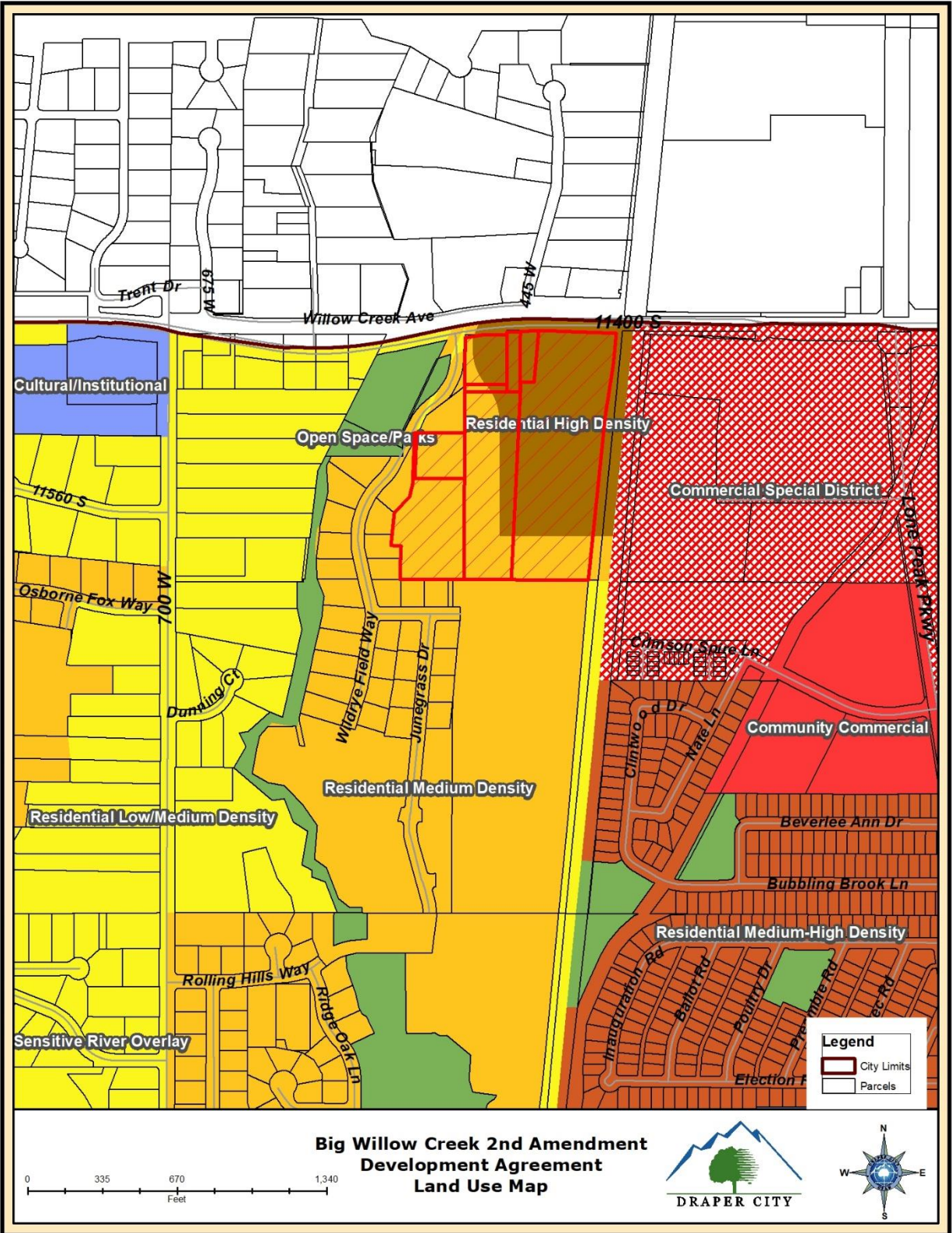
**Big Willow Creek 2nd Amendment  
Development Agreement  
Area Map**



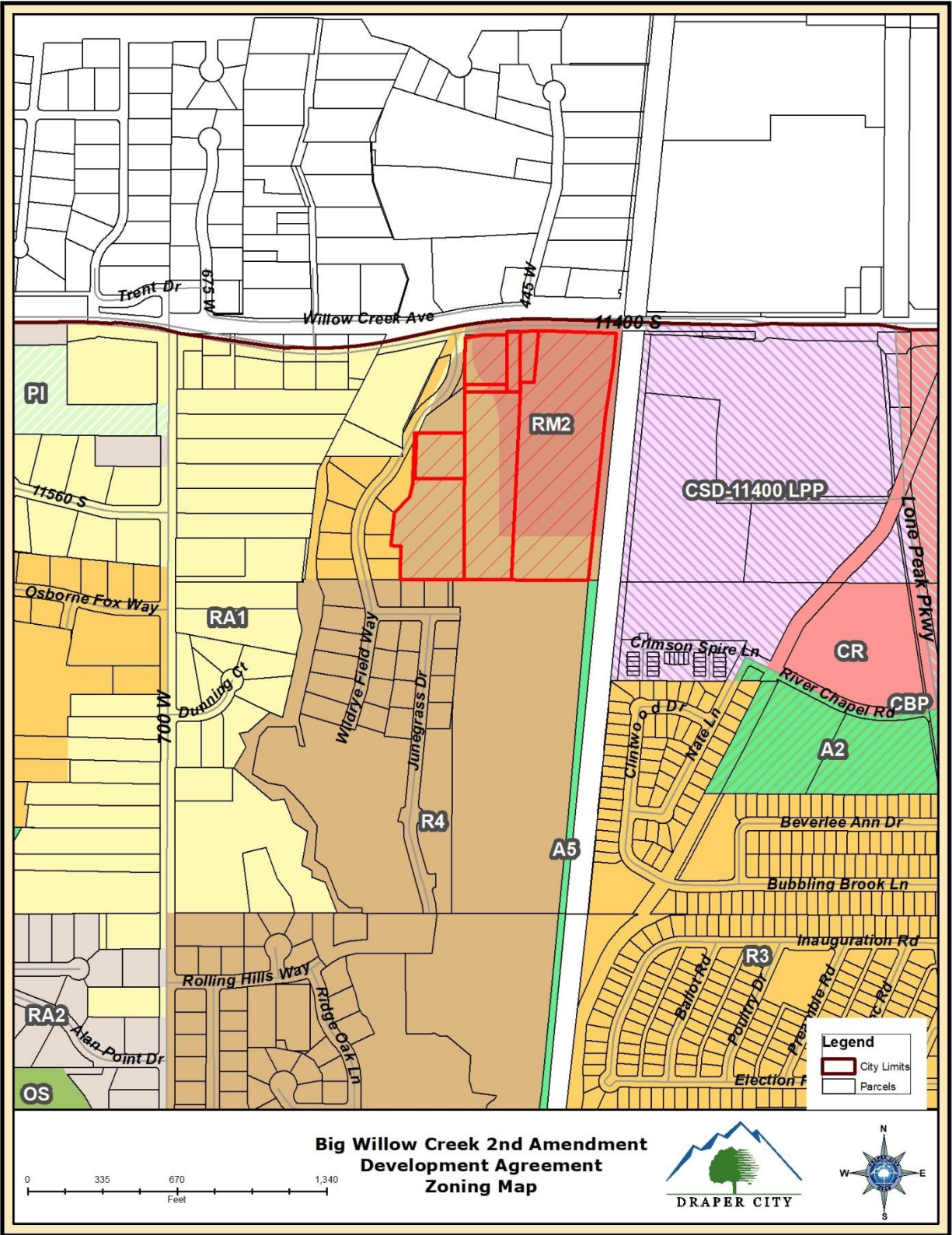
**EXHIBIT C  
AERIAL MAP**



# EXHIBIT D LAND USE MAP



# EXHIBIT E ZONING MAP



**EXHIBIT F**  
**DEVELOPMENT AGREEMENT**

12486069  
03/01/2017 11:39 AM \$0.00  
Book - 10534 Pg - 617-632  
GARY W. OTT  
RECORDER, SALT LAKE COUNTY, UTAH  
CITY OF DRAPER  
1020 E PIONEER RD  
DRAPER UT 84020  
BY: SSA, DEPUTY - WI 16 P.

**When Recorded, Return to:**

Ivory Development, LLC  
Bryon Prince  
978 East Woodoak Lane  
SLC, UT 84117

Affecting Tax Parcels No.: 27243520010000, 27243000560000, 27243020120000

**BIG WILLOW CREEK**  
**SUBDIVISION DEVELOPMENT AGREEMENT**  
(425 WEST 11400 SOUTH)

For ten dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are acknowledged, THIS SUBDIVISION DEVELOPMENT AGREEMENT FOR BIG WILLOW CREEK ("Agreement") is made and entered into as of the 13<sup>th</sup> day of FEBRUARY, 2017, 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:

- A. Developer owns real property within the City located at 425 West and 11400 South more particularly described in Exhibit "A" attached hereto and incorporated herein by this reference ("Property").
- B. Developer has heretofore made application to the City for approval of Developer's Project as a subdivision.
- C. Developer and the City desire that the Property be developed in a unified and consistent fashion according to the terms set forth herein.
- D. Developer has pending a zone amendment application for purposes of amending the zoning of the Property to R-4.
- E. 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.
- F. 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 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 a minimum of three (3) total acres of 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" and incorporated herein by this reference. All improvements to the open space as depicted on Exhibit "B" and "D" shall be installed by Developer. The Developer shall preserve the existing native landscape in the open space area. Developer shall construct the trail within such designated open space as part of the first phase of the subdivision and in accordance with the City's standards.

c. Road Stubbing. Developer agrees, as part of the Project, to construct a road to the southern edge in the first phase of the development to better provide connectivity to the adjacent parcel and 700 West.

d. 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") and shall consist of a maximum of one hundred fifteen (115) single-family lots on approximately 49.75 acres with a maximum of 2.3 units per acre according to the designated lot densities set forth in Exhibit "C" attached hereto and incorporated herein by this reference.

3. 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 plans specifically approved for this project and all required Public improvements and easements shall be dedicated to the City. Prior to commencing any construction or development 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 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.

4. 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.

5. Reimbursement for “Upsizing”. In addition to the credits set forth above in Section 5, the City shall not require Developer to “upsized” 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 for the benefit of any property other than the Property, Developer shall be entitled to reimbursement for the portion of the costs attributable to the oversizing of such improvements within ninety (90) days of submitting an invoice for such work to the City.

6. 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 therefor by the City.
- b. Work in good faith with the Developer to review any proposal submitted by Developer to place a right of way over property belonging to the City. However, City is under no obligation to approve a final right of way design or permit the alteration of the detention pond on its property adjacent to 11400 South Street. Should the City approve a right of way design, Developer is responsible for all costs associated with the design and construction of the right of way and associated improvements, including, but not limited to, the design and construction of changes to the detention pond to accommodate the right of way.
- 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 and approval of this Agreement.
- d. Maintain all utilities, roads, Open Space and other infrastructure and improvements dedicated to the City as part of the Project.

7. Assignment.

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

8. Default. If Developer or the City fails to perform their respective obligations hereunder or to comply with the terms hereof, 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.

9. 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:

Ivory Development, LLC. Attn: Bryon Prince  
978 Woodoak Lane  
Salt Lake City, Utah 84117

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.

10. 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.

11. 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.

12. 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.

13. 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.

14. Binding Effect.

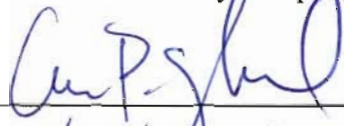
This Agreement shall inure to the benefit of, and be binding upon the parties hereto and their respective heirs, representatives, officers, agents, employees, successors and assigns (if any assignments are allowed as provided hereinabove).

*[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:

IVORY DEVELOPMENT, LLC,  
a Utah limited liability company

By: 

Name: CHRISTOPHER P. GAMVROULAS

Its: PRESIDENT

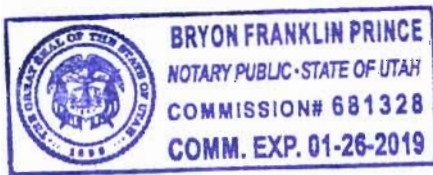
STATE OF UTAH )

: ss.

COUNTY OF SALT LAKE )

On this 13<sup>th</sup> day of FEBRUARY, ~~2016~~ <sup>2017</sup>, personally appeared before me CHRISTOPHER P. GAMVROULAS known or satisfactorily proved to me to be the person who signed the foregoing instrument, and acknowledged to me that he/she is the PRESIDENT of Ivory Development, LLC, a Utah limited liability company, and acknowledged to me that said limited liability company executed the same.

  
Notary Public





City:

DRAPER CITY

By

*Troy K. Walker*

Troy K. Walker, Mayor

Attest and Countersign:

*[Signature]*

Dated:

2-21-17

City Recorder

STATE OF UTAH )

: ss.

COUNTY OF SALT LAKE )



The foregoing instrument was acknowledged before me this 21<sup>st</sup> day of February 2017, by Troy K. Walker, Mayor.

*Linda Mandet*  
Notary Public

# EXHIBIT "A"

## PROPERTY DESCRIPTION

### **Parcel 1 (27243520010000)**

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 760.64 feet from the Southwest Corner of Section 24, T3S, R1W, S.L.B.& M.; thence along a Boundary Line Agreement recorded in Deed Book 4824 Page 1498 of the Official Records of Salt Lake County, and along the centerline of an existing creek the following 9 (nine) courses and distances: N21°31'28"W 149.85 feet; thence N71°02'08"W 64.72 feet; thence N1°46'22"E 31.69 feet; thence N62°48'48"W 50.40 feet; thence N9°12'22"E 153.15 feet; thence N57°42'18"W 74.60 feet; thence N21°48'38"W 112.66 feet; thence S81°52'32"W 52.81 feet; thence N49°34'56"W 227.41 feet to the easterly line of TIME SQUARE Subdivision, according to the Official Plat thereof on file in the Office of the Salt Lake County Recorder; thence along said plat the following 8 (eight) courses and distances: N30°30'24"E 106.98 feet; thence N27°03'36"W 69.69 feet; thence N78°43'14"E 41.13 feet; thence N48°33'04"E 129.64 feet; thence S69°25'26"E 59.87 feet; thence N12°44'34"E 277.75 feet; thence N12°44'24"E 8.81 feet; thence N79°33'36"W 15.00 feet to the centerline of a creek; thence along said centerline the following 5 (five) course and distances: N27°38'00"E 50.00 feet; thence N22°03'00"E 60.00 feet; thence N0°52'00"E 50.00 feet; thence N8°15'00"W 136.10 feet; thence N19°55'00"E 40.62 feet to the southeast corner of Lot 1, RICHARDSON SUBDIVISION AT DRAPER, according to the Official Plat thereof on file in the Office of the Salt Lake County Recorder; thence N5°54'45"E along said plat 12.14 feet; thence N89°53'47"E 668.34 feet to a point 51.62 feet west of the east line of the West ½ of the SW1/4 of said Section 24; thence S0°01'23"W parallel with, and 51.62 feet west of said line 1,495.26 feet to the south line of said Section; thence S89°54'32"W along the Section line 508.51 feet to the point of beginning.

Contains: 25.17+/- acres

### **Parcel 2 (27243000560000)**

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 51.62 feet west of the Southeast Corner of the West ½ of the SW1/4 of Section 24, T3S, R1W, S.L.B.& M. located N89°54'32"E along the Section line 1,269.15 feet from said Southwest Corner of Section 24; thence N0°01'23"E 1,495.26 feet parallel with, and 51.62 feet west of said east line of the West ½ of the SW1/4 of said Section; thence N89°53'47"E 609.86 feet to the west line of that Real Property described in Deed Book 9810 Page 154 of the Official Records of Salt Lake County; thence S4°37'28"W along said deed 1,055.75 feet; thence S5°19'59"W along said deed 445.21 feet to the south line of said Section; thence S89°54'32"W along the Section line 483.96 feet to the point of beginning.

Contains: 18.84+/- acres

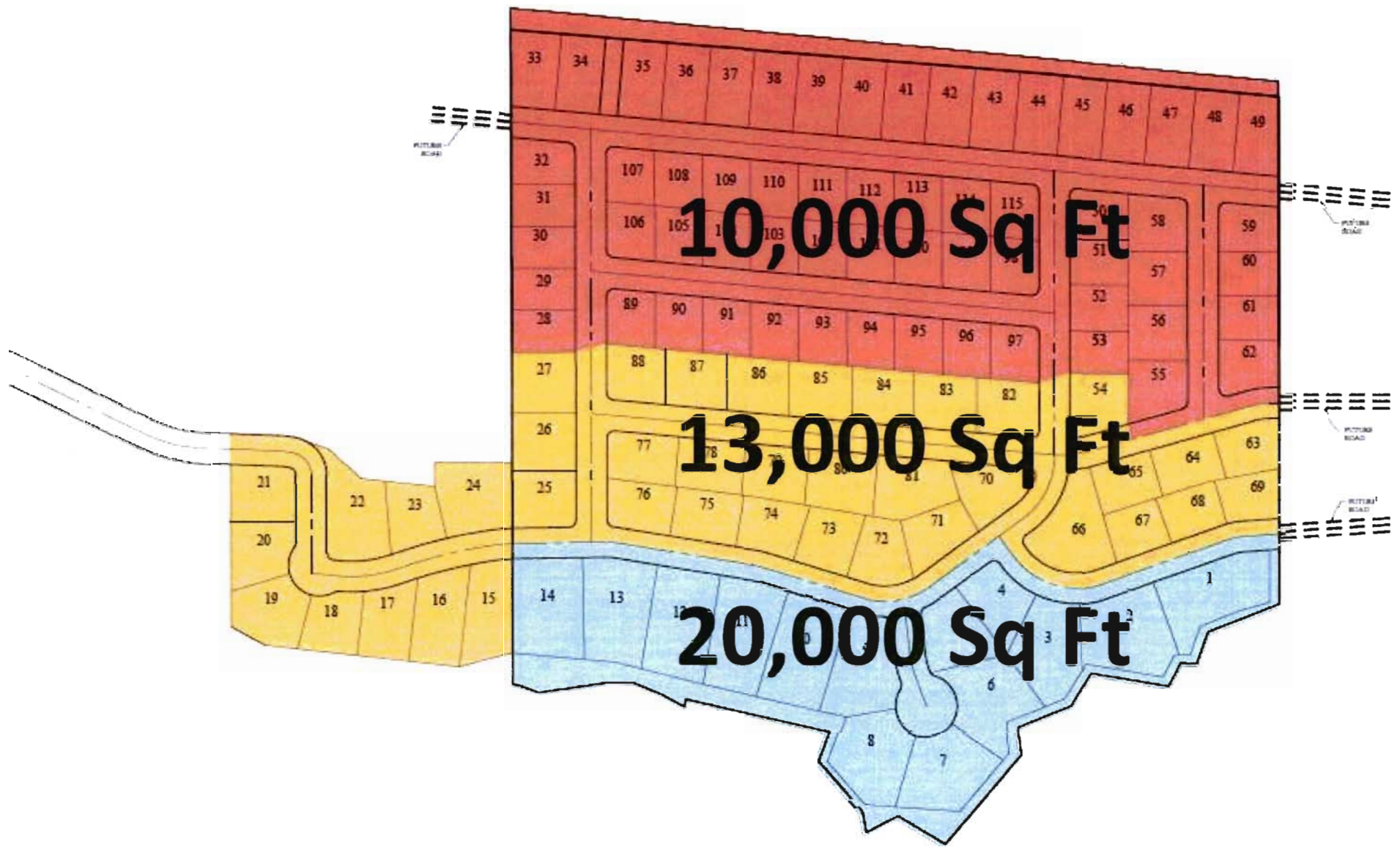
### **Parcel 3 (27-24-302-012-0000)**

BEG W 16.5 FT & S 29.48 FT & S 24°07'30" W 3.87 FT & S 24°07'30" W 120.44 FT FR NE COR OF NW 1/4 OF SW 1/4 SEC 24, T 3S, R 1W, SLM; S 24°07'30" W 365.14 FT; S 2°07' W 233.24 FT; S 12°59' W 57.3 FT; S 41°48' W 100 FT; S 6°18' W 145.19 FT; S 87°29' E 45.62 FT; S 1°04' W 153.55 FT; W 428.02 FT; N6° E 493.22 FT; N 26°30' E 69.62 FT M OR L; E 350.94 FT; N 2°07' W 121.27 FT; N 25°01'06" E 356.37 FT; N 70°07'25" E 63.63 FT TO BEG. 5.74 AC. 4596-0175 6009-2334 6030-0149,01516046-1769 6054-0604,0606 7098-2945 8431-0156 8509-6471 9190-0759 9775-1283

Contains: 5.74+/- acres

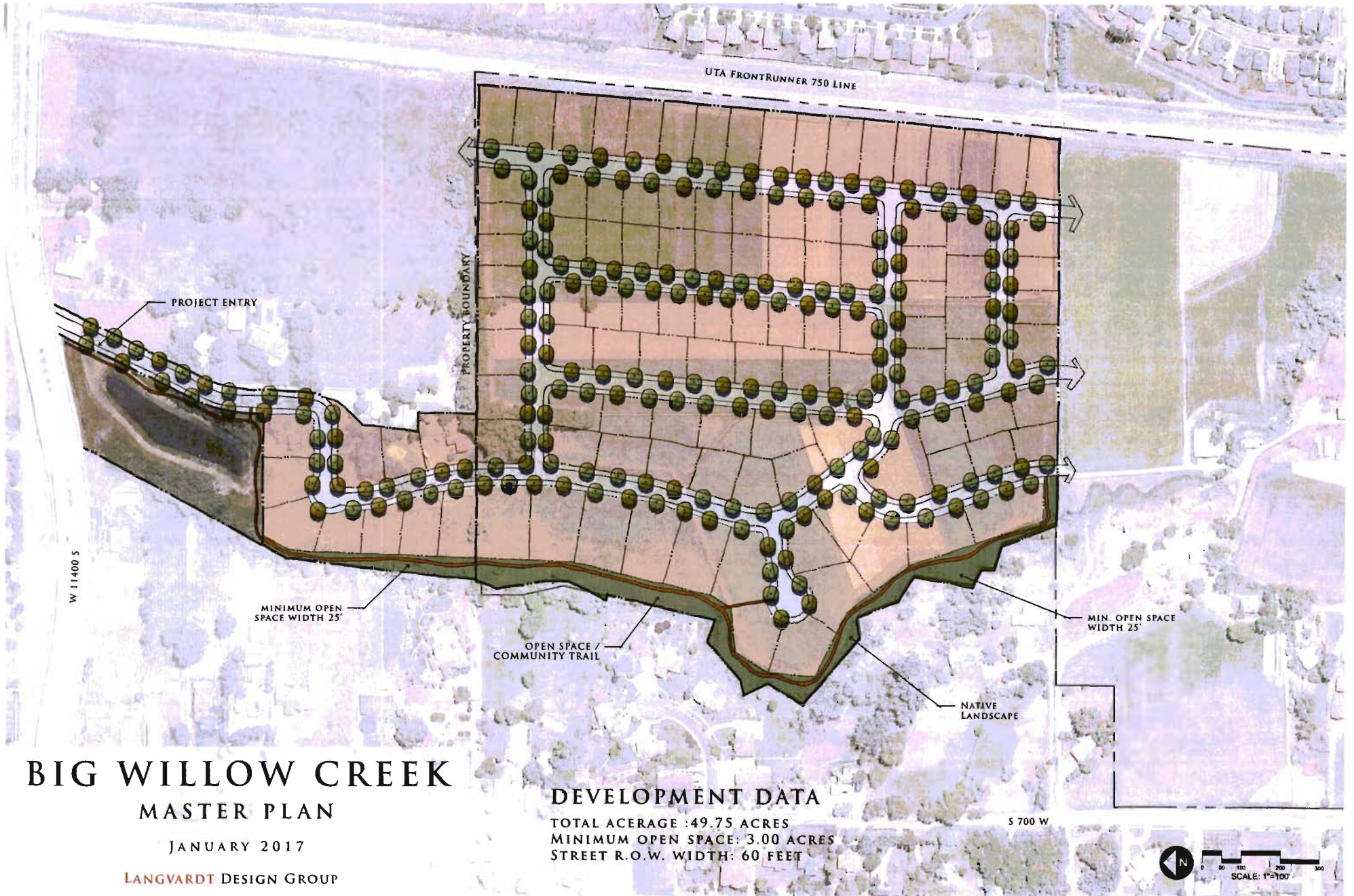
**EXHIBIT "B"**

LOT DENSITIES



**EXHIBIT "C"**

**PROJECT DEPICTION INCLUDING OPEN SPACE**



# BIG WILLOW CREEK

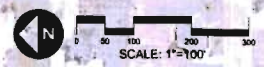
## MASTER PLAN

JANUARY 2017

LANGVARDT DESIGN GROUP

### DEVELOPMENT DATA

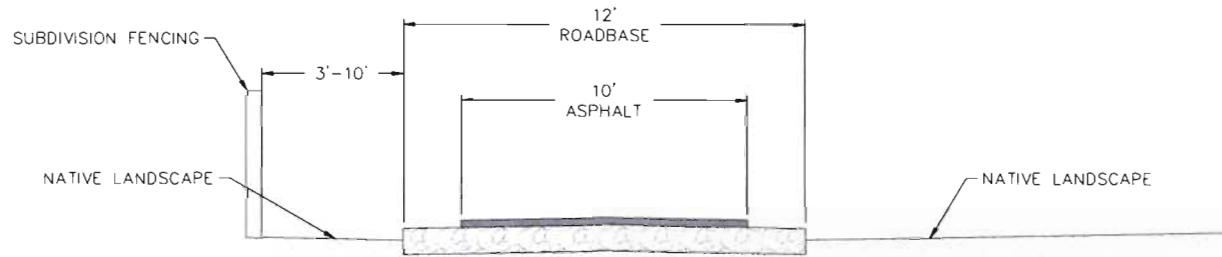
TOTAL ACERAGE : 49.75 ACRES  
 MINIMUM OPEN SPACE: 3.00 ACRES  
 STREET R.O.W. WIDTH: 60 FEET



**EXHIBIT "D"**

**OPEN SPACE AND TRAIL CROSS SECTION**

# BIG WILLOW CREEK



## OPEN SPACE AND TRAIL CROSS SECTION

N.T.S.

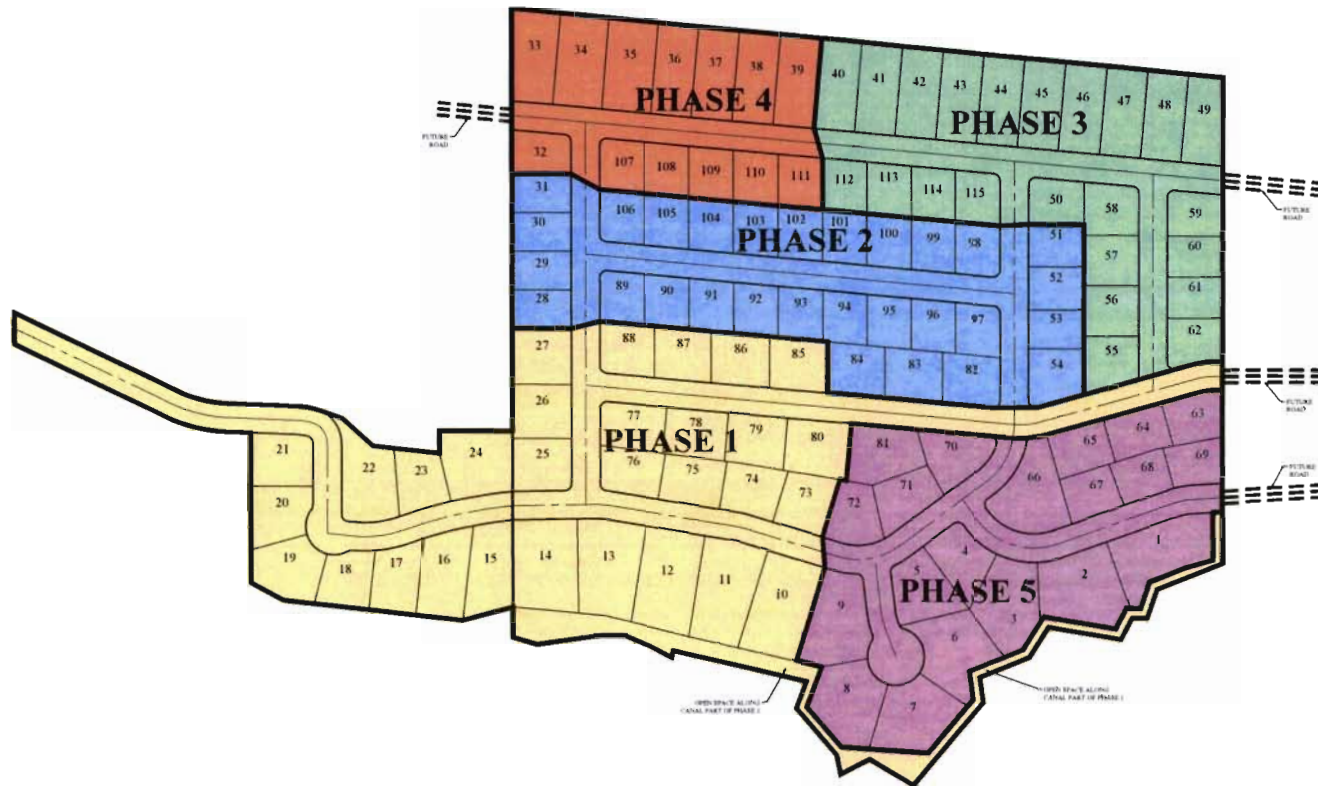
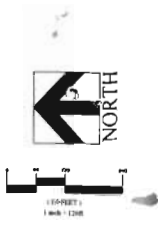
**EXHIBIT "E"**  
**PHASING PLAN**

# BIG WILLOW CREEK

## CONCEPT 10

PROJECT# 15-028  
 LOCATED AT: 540 WEST 11400 SOUTH, DRAPER

|                    |                 |
|--------------------|-----------------|
| ORIGINAL PROPERTY  | 49.75 ACRES     |
| SINGLE FAMILY LOTS | 115             |
| TOTAL DENSITY      | 2.31 UNITS/ACRE |
| OPEN SPACE         | 5 ACRES (6%)    |



### GENERAL NOTE:

INFORMATION PROVIDED ON THIS PLAN IS BASED ON THE BEST AVAILABLE DATA AT THE TIME OF PREPARATION AND MAY CHANGE AT ANYTIME FOR ANY REASON. THIS PLAN IS FOR ILLUSTRATIVE PURPOSES ONLY.

DESIGNED BY:



12 WEST CENTER STREET  
 MIDVALE, UTAH 84047 PH: (801) 552-0015  
 www.Focusintl.com

**EXHIBIT G**  
**1<sup>ST</sup> AMENDMENT TO THE DEVELOPMENT AGREEMENT**

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

8-48  
This Amendment to Big Willow Creek Subdivision Development Agreement (“First Amendment”) is entered into this 16th day of April, 2019 (“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 Ivory Development, LLC has acquired authorization from certain neighboring property owners to incorporate additional property into the Big Willow Creek Subdivision (“Additional Property”);

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

WHEREAS Developer and the City desire that the Property and the Additional Property be developed in a unified and consistent fashion according to the terms set forth herein;

WHEREAS Developer and the City have cooperated in the preparation of this First Amendment and desire to enter into this First Amendment to specify the rights and responsibilities of Developer to develop the Property and the Additional Property as expressed in this First Amendment and the rights and responsibilities of the City to allow and regulate such development pursuant to the requirements of this First 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 B shall be added as follows:

Developer has been authorized by the property owners of the Additional Property, more particularly described in Exhibit “A2” attached hereto and incorporated herein by this reference, to represent them to the City through the entitlement process in anticipation of Developer’s purchase of the Additional Property.

13077051  
09/18/2019 12:28 PM \$88.00  
Book - 10832 Pg - 5215-5222  
RACHELLE HOBBS  
RECORDER, SALT LAKE COUNTY, UTAH  
DRAPER CITY RECORDER  
1020 E PIONEER RD  
DRAPER UT 84020  
BY: DCA, DEPUTY - WI 8 P.

(b) The recitals following the new Recital B 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 and the Additional Property. The Property shall consist of a maximum of one hundred fifteen (115) single-family lots on approximately 49.75 acres with a maximum of 2.3 units per acre according to the designated lot densities set forth in Exhibit "C" attached hereto and incorporated herein by this reference. **The Additional Property shall have the zoning depicted on "Exhibit C1". The density on the portion of the Additional Property labeled "RM2 Zone" shall be limited to nine (9) units per acre of single family detached and single family attached housing and shall be subject to Draper City Municipal Code .**

b. A Section 2(e) shall be added to the Agreement to state as follows:

**Trails.** The Additional Property will connect to the City identified Crescent Willow Creek Trail as provided for and improved in the Phase 1A and 1B plat via paved trail or paved pedestrian walkway.

4. Reimbursement for "Upsizing". Section 5 of the Agreement shall be amended and restates as follows:

the City shall not require Developer to "upsized" 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 for the benefit of any property other than the Property or the Additional Property, Developer shall be entitled to reimbursement for the portion of the costs attributable to the oversizing of such improvements within ninety (90) days of submitting an invoice for such work to the City.

5. Southern Access. Section 6 of the Agreement shall be amended to add a Section 6(e) which shall state as follows:

Work in good faith with the developer of the property adjacent to the Project to the south ("Southern Parcel") to encourage connectivity to the Southern Parcel and 700 West. Specifically, if the developers of the Southern Parcel have not built a road to connect to the road required by Section 2(c) above when the Project has progressed such that the Developer has determined it needs the additional access, the City shall

use reasonable efforts to advocate for the developers of the Southern Parcel to allow Developer the right to construct and install a roadway on the Southern Parcel connecting to 700 West, provided the roadway shall be improved in accordance with the plans and specifications approved by the City.

6. No Third Party Rights/No Joint Venture. Section 13 of the Agreement shall be amended and restates as follows:

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 or the Additional 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. Within a reasonable time after the Effective Date, Developer shall amend Big Willow Creek Plats 1A and 1B to reflect the road re-alignment anticipated on the Additional Property.

7. UDOT Access Road Permit. The Developer agrees it shall be required to obtain a letter from UDOT stating the Developer has met UDOT conditions in order to obtain an access permit prior to the City approving a preliminary plat for the Additional Property.

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

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

10. Counterparts. This First 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.

*[signatures on following page(s)]*

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

Developer:

IVORY DEVELOPMENT, LLC,  
a Utah limited liability company

By: [Signature]  
Name: CHRISTOPHER P. GAMVROULAS  
Its: PRESIDENT

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

On this 5<sup>TH</sup> day of AUGUST, 2019, personally appeared before me CHRISTOPHER P. GAMVROULAS, known or satisfactorily proved to me to be the person who signed the foregoing instrument, and acknowledged to me that he/she is the PRESIDENT of Ivory Development, LLC, a Utah limited liability company, and acknowledged to me that said limited liability company executed the same.

[Signature]  
Notary Public



City:  
DRAPER CITY  
By [Signature]  
Troy K. Walker, Mayor

Attest:

[Signature]

City Recorder

Approved as to form:

[Signature]



Dated: 8.12.19

Dated: 8.12.19

**City Attorney**

**EXHIBIT A2:**

**LEGAL DESCRIPTIONS**

**DRAPER, UTAH**

(February 8, 2019)

19-0039

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 1/16<sup>th</sup> (40 acre) line; thence N00°01'23"E along the 1/16<sup>th</sup> (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.

Contains: 16.96 acres+/-

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 located N89°54'32"E along the Section line 1,320.77 feet and N00°01'23"E along the 1/16<sup>th</sup> (40 acre) line 2,151.65 feet from the Southwest Corner of Section 24, T3S, R1W, S.L.B.& M.; thence N89°58'37"W 207.07 feet to the Easterly line of a 1 rod right-of-way described in Deed Book 9383 Page 6136 of the Official Records of Salt Lake County; thence N24°08'55"E along said easterly line 394.67 feet to the Southwest corner of that Real Property described in Deed Book 9752 Page 5513 of the Official Records of Salt Lake County; thence N70°09'30"E along said deed 48.64 feet to the 1/16<sup>th</sup> (40 acre) line; thence S00°01'23"W along the 1/16<sup>th</sup> (40 acre) line 376.72 feet to the point of beginning.

Contains: 1.05 acres+/-

**EXHIBIT C1**  
**ZONING MAP FOR ADDITIONAL PROPERTY**



**EXHIBIT H**  
**2<sup>ND</sup> AMENDMENT TO THE 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 1/16<sup>th</sup> (40 acre) line; thence S00°00'55"W along the 1/16<sup>th</sup> (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.

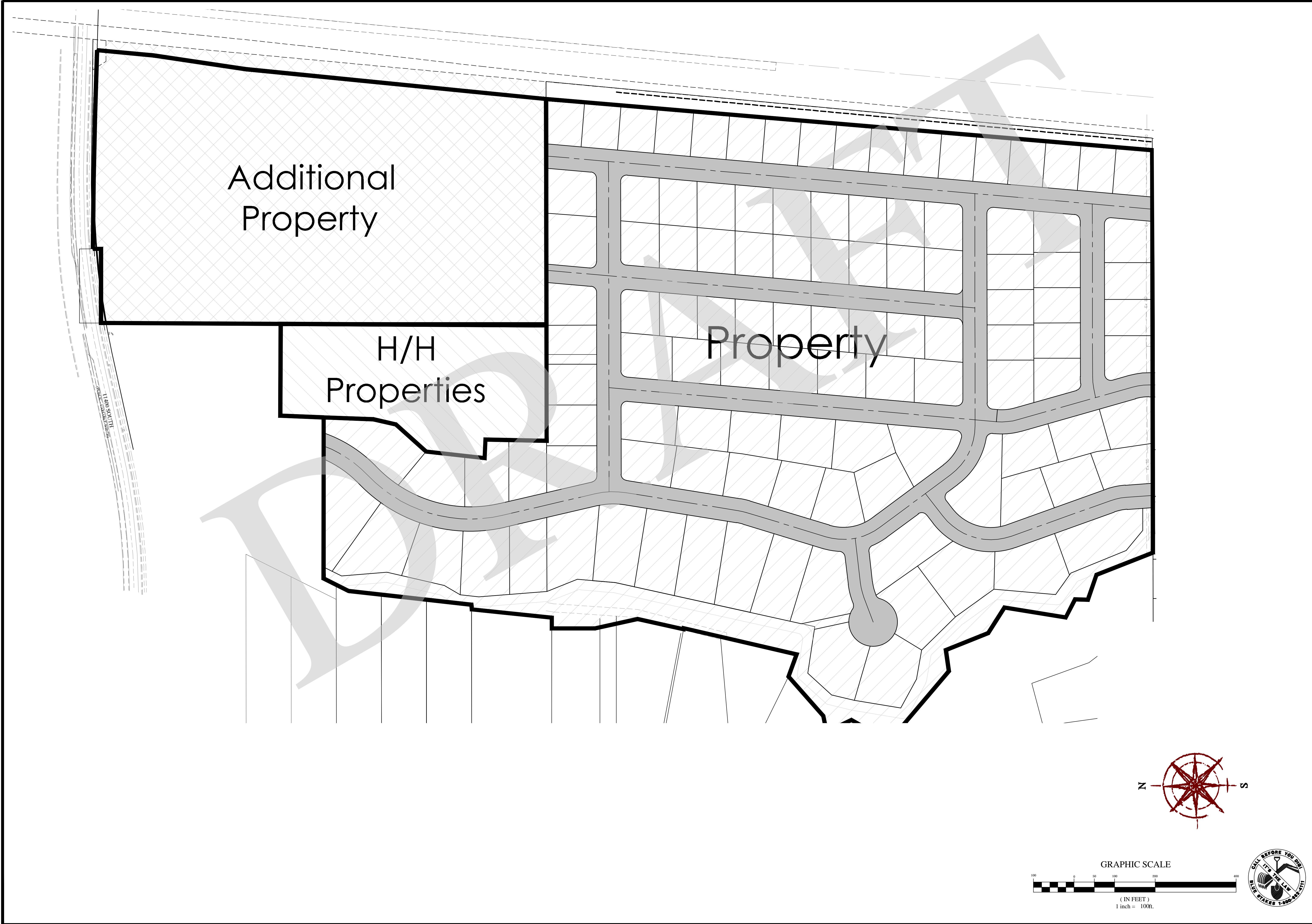
## **ADDITIONAL PROPERTY**

### **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 1/16<sup>th</sup> (40 acre) line; thence N00°01'23"E along the 1/16<sup>th</sup> (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**



**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, saved: 01/17/20 09:11 AM

## EXHIBIT C

### LOT DENSITY ALLOCATION

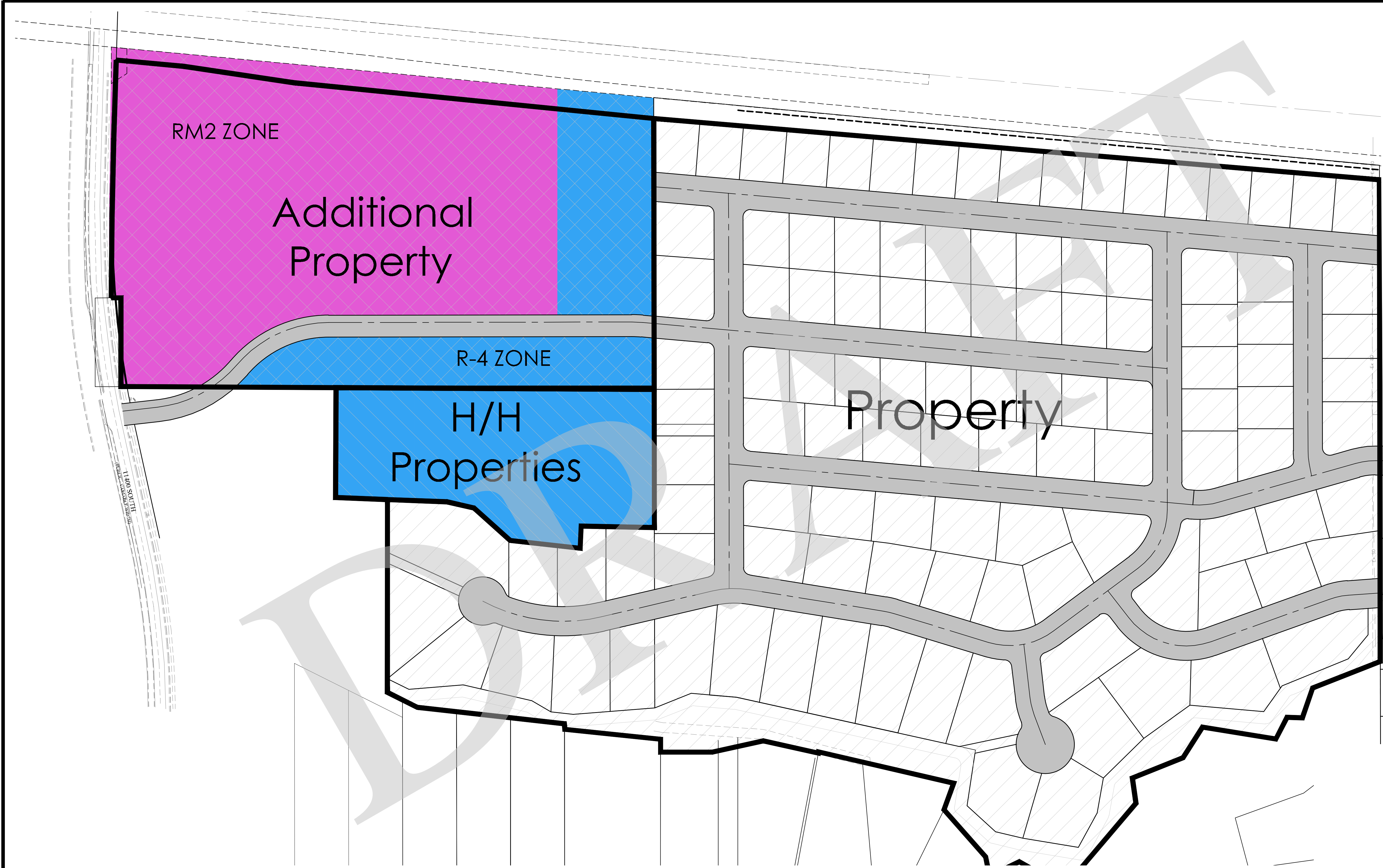
| <b>Project</b>                       | <b>Zoning</b> | <b>Acreage</b> | <b>Denisty</b> | <b>Total Units</b> |
|--------------------------------------|---------------|----------------|----------------|--------------------|
| Property                             | R-3, R-4      | 49.75          | 2.3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

**EXHIBIT C1**  
**ZONING DESIGNATION MAP**


**BIG WILLOW CREEK**  
 DRAPER, UT  
 PROPERTY EXHIBIT


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


|                         |               |
|-------------------------|---------------|
| <b>PROPERTY EXHIBIT</b> |               |
| Scale: 1"=100'          | Drawn: DRP    |
| Date: 02/13/20          | Job #: 15-026 |
| Sheet:                  | <b>01</b>     |

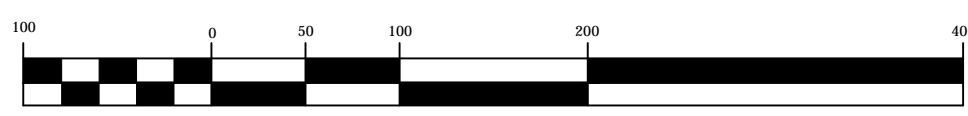


| Project                              | Zoning   | Acreage      |
|--------------------------------------|----------|--------------|
| Property                             | R-3, R-4 | 49.75        |
| Additional Property                  | RM2      | 11.57        |
| Additional Property & H/H Properties | R-4      | 9.33         |
| <b>Total</b>                         |          | <b>70.65</b> |

RM2 ZONE 

R-4 ZONE 



GRAPHIC SCALE  
  
 (IN FEET)  
 1 inch = 100ft.



Z:\\_2015\15-026 Williamson Property\design\15-026-01.dwg, created: 02/13/20 09:11:15, Property Exhibit 02/23/20.dwg