

11858750  
06/02/2014 01:21 PM \$0.00  
Book - 10235 Pg - 1150-1159  
GARY W. OTT  
RECORDER, SALT LAKE COUNTY, UTAH  
CITY OF DRAPER  
1020 E PIONEER RD  
DRAPER UT 84020  
BY: EEP, DEPUTY - WI 10 P.

10 When Recorded, Return to:  
IVORY DEVELOPMENT, LLC  
BRYON PRINCE  
978 EAST WOODDORAK LANE  
SLC, UT 84117  
Affecting Tax Parcel No.: 283-017-8001

**DEVELOPMENT AGREEMENT**  
[Smith Property—11950 South 300 East]

THIS DEVELOPMENT AGREEMENT (this "Agreement") is made and entered into as of this 24 day of April, 2014, by and between IVORY DEVELOPMENT, LLC, a Utah limited liability company (the "Developer"), and DRAPER CITY, a municipal corporation of the State of Utah (the "City").

**RECITALS**

- A. Developer owns that certain real property located at approximately 11950 South 300 East, Draper, Utah (the "Property"). The Property consists of approximately 9 acres of land as more particularly described on Exhibit A attached hereto, and by this reference made a part hereof.
- B. The Property is currently zoned A5, subject to the zoning requirements and restrictions described in Chapter 9-9 of the Draper City Municipal Code. Developer cannot develop the Property for its intended use as a 34-lot, single family residential subdivision (the "Proposed Development") under the A5 Zone. Therefore, prior to seeking approval for the Proposed Development, Developer is required to petition the City for a zone change of the Property.
- C. In January of this year, Developer filed a Zone District, General Plan, & Master Plan Map Amendment Application (the "Application") with the City requesting a zone change on the Property from the A5 Zone to the RM1 Zone. The Application is currently under review by the City.

- D. In order to address public concerns brought to Developer's attention pertaining to permitted uses in the RM1 Zone, Developer desires to address and resolve such concerns by entering into this Agreement in conjunction with the City's review and approval of the Application and the Proposed Development.
- E. The City, acting pursuant to its authority under Utah Code Annotated 10-9a-101 et seq., and its land use policies, ordinances and regulations has made certain determinations with respect to the Property, the Application and the Proposed Development and, in the exercise of its legislative discretion, has elected to approve this Agreement.

### TERMS AND CONDITIONS

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 City and Developer hereby agree as follows:

1. **Incorporation of Recitals.** The recitals are hereby incorporated as part of this Agreement.
2. **Direct and Tangible Benefits to City.**
  - a. **Development of Single Family Homes.** Notwithstanding multi-family dwelling units are permissible on the Property as zoned, the Proposed Development will consist entirely of single family homes (34 dwelling units), to be located on the lots depicted on the concept plan attached hereto as Exhibit B. No multi-family dwelling units will be constructed in the Proposed Development.
  - b. **Density.** Notwithstanding the maximum dwelling unit density per acre in the RM1 Zone of 8 dwelling units per acre, Developer agrees, and the City concurs, that the Proposed Development shall consist of no more than 4 dwelling units per acre. The reduction in density, along with the single family product to be constructed in the Proposed Development (referenced in Section 2 above), will provide a buffer between the multi-family housing to the west of the Proposed Development and the half-acre and one-acre lots to the east of the Proposed Development. Both the density

reduction and the housing product have garnered the support of the neighboring landowners.

- c. **Minimum Lot Area.** The RM1 Zone requires a minimum lot area of 10,000 square feet. To develop for the City and surrounding property owners an aesthetically pleasing neighborhood design and layout with the proposed housing product, several of the lots in the Proposed Development will be less than 10,000 square feet. However, as set forth in the concept plan attached hereto as Exhibit B, Developer and the City agree that the minimum lot area for each single family dwelling unit shall be no less than 7,200 square feet.
  - d. **Setback Standards.** To further ensure the City uniformity with surrounding development, pursuant to Chapter 9-10 of the Draper City Municipal Code, the rear, front and side yard setback standards under the RM1 Zone are to be determined at the time of site plan approval. In an effort to address this issue at the outset of the City's review of the Proposed Development, the City acknowledges that Developer will implement the following minimum setback standards in the Proposed Development: front yard—25 feet; rear yard—20 feet; side yard—6 feet; and side yard (corner lot)—15 feet. The aforementioned set back standards are depicted on the concept plan attached hereto as Exhibit B.
3. **Compliance with City Design and Construction Standards.** Developer acknowledges and agrees that nothing in this Agreement shall be deemed to relieve it from the obligation to otherwise comply with all applicable laws and requirements of the City necessary for the development of the Property.
  4. **Reserved Legislative Powers.** Nothing in the Agreement shall limit the future exercise of the police power by the City in enacting zoning, subdivision, development, transportation, environmental, open space and related land-use plans, policies, ordinances and regulations after the date of this Agreement, provided that the adoption and exercise of such power shall not restrict Developer's vested rights to develop the Property as provided herein.

5. **Agreement to Run with the Land.** This Agreement shall be recorded in the Office of the Salt Lake County Recorder, shall be deemed to run with the Property, shall encumber the same, and shall be binding on and inure to the benefit of all successors and assigns of Developer in the ownership or development of any portion of the Property.
6. **Assignment.** Neither this Agreement nor any of the provisions, terms or conditions hereof can be assigned to any other party, individual or entity without assigning also the responsibilities arising hereunder. This restriction on assignment is not intended to prohibit or impede the assignment, sale or transfer of the Property, or any portion thereof, by Developer.
7. **No Joint Venture, Partnership or Third Party Rights.** This Agreement does not create any joint venture, partnership, undertaking or business arrangement between the parties hereto nor any rights or benefits to third parties, except as expressly provided herein.
8. **Notices.** Any notices, requests, or demands required or desired to be given hereunder shall be in writing and should be delivered personally to the party for who intended, or, if mailed by certified mail, return receipt requested, postage prepaid to the parties as follows:

Developer: Ivory Development, LLC  
Attn: BRYON PRINCE  
978 East Woodoak Lane  
Salt Lake City, Utah 84117

City: Draper City  
Attn: City Manager  
1020 E. Pioneer Road  
Draper, Utah 84020

9. **Counterparts; Electronic Signatures.** This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, and all of which when taken together shall constitute one and the same document and agreement. A copy or electronic transmission of any part of this Agreement, including the signature page, shall have the same force and effect as an original.

**10. Governing Law.** To the fullest extent possible, this Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of Utah, without regard to any conflicts of law issues.

**11. Entire Agreement.** This Amendment contains the entire understanding of the City and Developer and supersedes all prior understandings relating to the subject matter set forth herein and may only be modified by a subsequent writing duly executed and approved by the parties hereto.

*[Signatures on following page.]*

IN WITNESS WHEREOF, this Agreement is executed as of the date first written above.

Developer:

IVORY DEVELOPMENT, LLC,  
a Utah limited liability company

By: *Bryon Prince*

Name: BRYON PRINCE

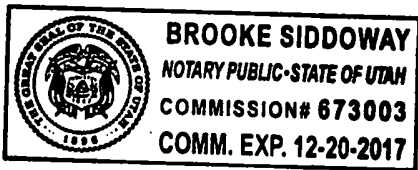
Its: PROJECT MANAGER

STATE OF UTAH )

: ss.

COUNTY OF SALT LAKE )

On this 24<sup>th</sup> day of April, 2014, personally appeared before me Bryon Prince, known or satisfactorily proved to me to be the person who signed the foregoing instrument, and acknowledged to me that he/she is the Project Manager of Ivory Development, LLC, a Utah limited liability company, and acknowledged to me that said limited liability company executed the same.



*Brooke Siddoway*  
Notary Public



City:

DRAPER CITY

By

*Troy K. Walker*

Troy K. Walker, Mayor

Attest and Countersign:

Dated:

4.30.14

*J. Corne*

City Recorder

STATE OF UTAH )

: ss.

COUNTY OF SALT LAKE )



The foregoing instrument was acknowledged before me this 30<sup>th</sup> day of April, 2014, by Troy K. Walker, Mayor.

*Linda C. Mandet*  
\_\_\_\_\_  
Notary Public

**Exhibit A**

The East half of the Southeast quarter of the Northwest quarter of Section 30, Township 3 South, Range 1 East, Salt Lake Base and Meridian.

LESS AND EXCEPTING THEREFROM: The South 660 feet of the East half of the Southeast quarter of the Northwest quarter of Section 30, Township 3 South, Range 1 East, Salt Lake Base and Meridian.

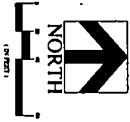
ALSO LESS AND EXCEPTING THEREFROM: Beginning at the Southeast corner of Grantor's property, said point lying North 660.00 feet, more or less, from the center of said Section 30, Township 3 South, Range 1 East, Salt Lake Base and Meridian and running thence North along the East line of said property 660.00 feet, more or less, to the Northeast corner of said property; thence West along the North line of said property 660.00 feet, more or less, to the Northwest corner of said property; thence South along the West line of said property 30.00 feet; thence East parallel to the North line of said property 584.00 feet, more or less; thence Southeasterly along the arc of a 40 foot radius curve to the right 62.83 feet, more or less, (chord bearing South 45°00'00" East 56.57 feet); thence South parallel to the East line of said property 590.00 feet, more or less; thence East parallel to the North line of said property 36.00 feet to the point of beginning.

Parcel Identification Number 28-30-178-001 (for reference purposes only)



**Exhibit B**

[See Attached]



**CONCEPT 9**

LOCATED AT: 1250 SOUTH 300 EAST, DAVENPORT  
 ORIGINAL PROPERTY: 8.11 ACRES  
 SINGLE FAMILY LOTS: 34  
 TOTAL DENSITY: 3.73 UNITS/ACRE

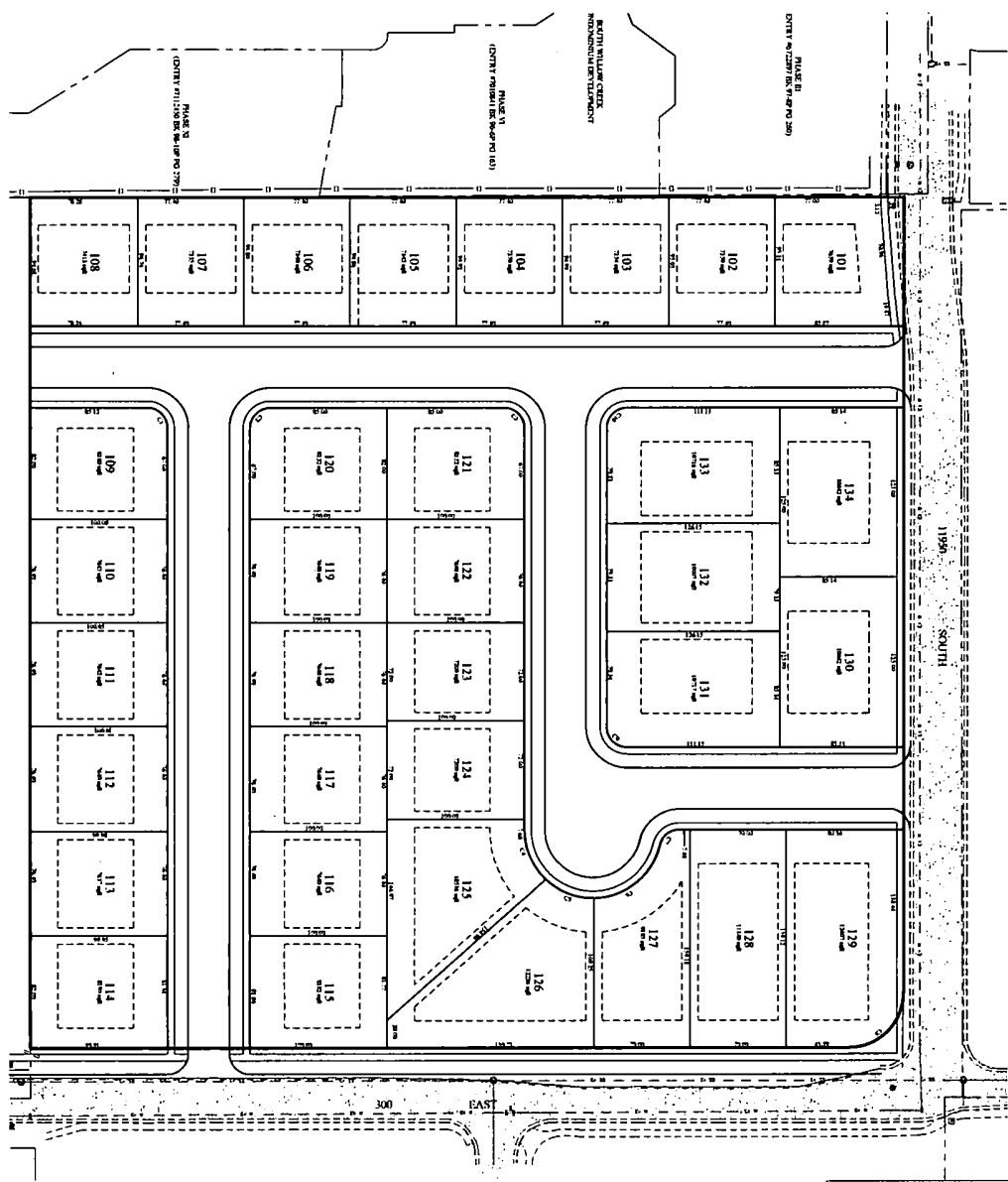
**ZONE REQUIREMENTS**

ZONE: Rm-2  
 MIN. LOT AREA: 50' x 100'  
 MIN. FRONT YARD SETBACK: 25'  
 MIN. SIDE YARD SETBACK: 5'  
 MIN. REAR YARD SETBACK: 5'  
 MIN. CORNER LOT: 15'

**DRAINAGE NOTES**

AREA OF SOUTH PROPERTY ESTIMATED STORAGE REQUIRED FOR BOTH PROPERTIES WHEN ENCLOSED: 7,288 CF  
 BASED ON LAND USE: THE SOUTH PROPERTY WOULD CONTRIBUTE 4,776 OR 66% OF TO THE RETENTION POND

OWNER	LOT NO.	AREA	STATUS	OWNER	LOT NO.	AREA	STATUS
CI	125	1,500	RESERVED	CI	101	7,200	RESERVED
CI	124	1,500	RESERVED	CI	102	7,200	RESERVED
CI	123	1,500	RESERVED	CI	103	7,200	RESERVED
CI	122	1,500	RESERVED	CI	104	7,200	RESERVED
CI	121	1,500	RESERVED	CI	105	7,200	RESERVED
CI	120	1,500	RESERVED	CI	106	7,200	RESERVED
CI	119	1,500	RESERVED	CI	107	7,200	RESERVED
CI	118	1,500	RESERVED	CI	108	7,200	RESERVED
CI	117	1,500	RESERVED				
CI	116	1,500	RESERVED				
CI	115	1,500	RESERVED				
CI	114	1,500	RESERVED				
CI	113	1,500	RESERVED				
CI	112	1,500	RESERVED				
CI	111	1,500	RESERVED				
CI	110	1,500	RESERVED				
CI	109	1,500	RESERVED				
CI	108	1,500	RESERVED				



**GENERAL NOTE:**  
 INFORMATION PROVIDED IS THE FROM THE BEST AVAILABLE DATA AT TIME OF PREPARATION AND MAY CHANGE AT ANYTIME FOR ANY REASON. PLAN SHOWN IS FOR ILLUSTRATIVE PURPOSES ONLY.

**FOCUS**

ENGINEERING AND SURVEYING, LLC

300 WEST 100 SOUTH  
 SALT LAKE CITY, UT 84115-2001

DESIGNED BY:

NO.	DATE	DESCRIPTION
1	11/15/2011	CONCEPT PLAN
2	11/15/2011	REVISION
3	11/15/2011	REVISION
4	11/15/2011	REVISION
5	11/15/2011	REVISION
6	11/15/2011	REVISION
7	11/15/2011	REVISION
8	11/15/2011	REVISION
9	11/15/2011	REVISION
10	11/15/2011	REVISION
11	11/15/2011	REVISION
12	11/15/2011	REVISION
13	11/15/2011	REVISION
14	11/15/2011	REVISION
15	11/15/2011	REVISION
16	11/15/2011	REVISION
17	11/15/2011	REVISION
18	11/15/2011	REVISION
19	11/15/2011	REVISION
20	11/15/2011	REVISION
21	11/15/2011	REVISION
22	11/15/2011	REVISION
23	11/15/2011	REVISION
24	11/15/2011	REVISION
25	11/15/2011	REVISION
26	11/15/2011	REVISION
27	11/15/2011	REVISION
28	11/15/2011	REVISION
29	11/15/2011	REVISION
30	11/15/2011	REVISION
31	11/15/2011	REVISION
32	11/15/2011	REVISION
33	11/15/2011	REVISION
34	11/15/2011	REVISION