

When recorded return to:
Draper City Recorder
1020 E. Pioneer Rd.
Draper, UT 84020

**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 11~~th~~ 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.

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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.

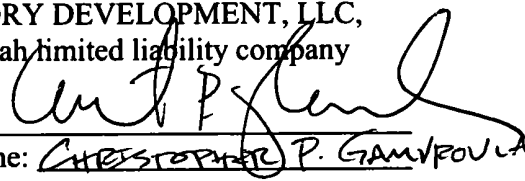
10. Counterparts. This First Amendment may be executed in any number of counterparts, each of which when so executed and delivered, shall be deemed an original, but with all such counterparts being taken together to constitute a single original.

[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.

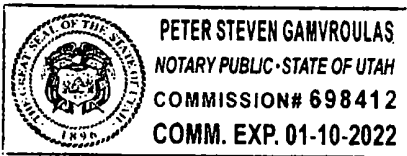
Developer:

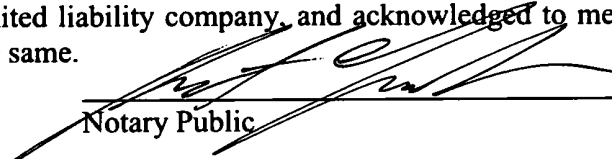
IVORY DEVELOPMENT, LLC,
a Utah limited liability company

By: 
Name: CHRISTOPHER P. GAMVROULAS
Its: PRESIDENT

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

On this 5TH 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.




Notary Public

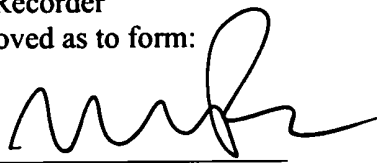
City:
DRAPER CITY

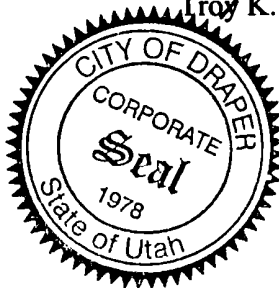
By: 
Troy K. Walker, Mayor

Attest:



City Recorder
Approved as to form:





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 1/16th (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.

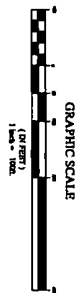
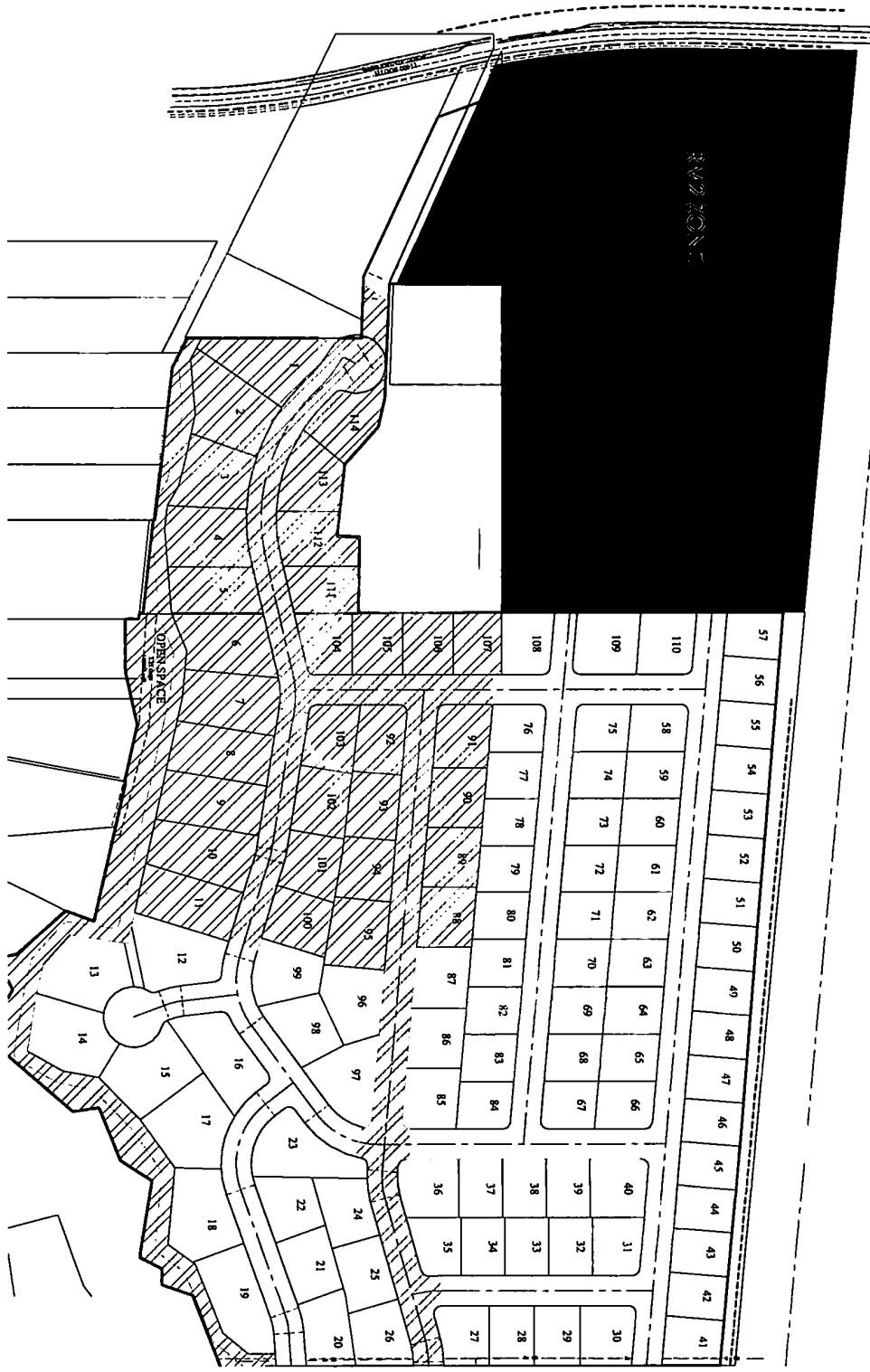
Contains: 16.96 acres+/-

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 1/16th (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 1/16th (40 acre) line; thence S00°01'23"W along the 1/16th (40 acre) line 376.72 feet to the point of beginning.

Contains: 1.05 acres+/-

EXHIBIT C1
ZONING MAP FOR ADDITIONAL PROPERTY



ZONING EXHIBIT	
NO. 01	DATE

REVISION BLOCK	
NO.	DESCRIPTION

BIG WILLOW CREEK

DRAPER, UT

ZONING EXHIBIT

FOCUS
ENGINEERING AND SURVEYING, LLC
32 WEST CENTER STREET
MIDVALE, UT 84047 P.O. BOX 1332-0075
www.focusut.com