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

This Fourth Amendment to Big Willow Creek Subdivision Development Agreement (“Fourth Amendment”) is entered into this 10th day of December, 2021 (“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 to Big Willow Creek Subdivision Development Agreement dated April 16, 2019;

WHEREAS the Parties previously entered into that certain Second Amendment to Big Willow Creek Subdivision Development Agreement dated May 5, 2020;

WHEREAS the Parties previously entered into that certain Second Amendment to Big Willow Creek Subdivision Development Agreement dated April 20, 2021;

WHEREAS Developer and the City have cooperated in the preparation of this Fourth Amendment and desire to enter into this Fourth 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 Fourth Amendment and the rights and responsibilities of the City to allow and regulate such development pursuant to the requirements of this Fourth 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. Temporary Access Road. Developer shall construct the temporary emergency access road depicted on Exhibit A (“TEA Road”). Upon completion of the TEA Road, as evidenced by inspection and approval by a City inspector, the City shall record the Big Willow Creek Subdivision Phase 2 plat. The TEA Road shall be deemed an approved secondary access to the Big Willow Creek Subdivision until June 15, 2022 at which time the TEA Road shall no longer be considered secondary access.
3. Jensen Access. Notwithstanding any other provision to the contrary, the City shall issue no more than 10 building permits in Big Willow Creek Subdivision Phase 2 until the

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12/20/2021 11:36 AM By: ggasca Fees: \$0.00  
AMEND - AMENDMENT  
Rashelle Hobbs, Recorder, Salt Lake County, Utah  
Return To: DRAPER CITY  
1020 E PIONEER RD DRAPER, UT 84020



Jensen access is completed and accepted by City. The City may issue a single temporary certificate of occupancy for Developer's Parade of Homes home in Phase 2 but shall otherwise withhold all certificates of occupancy for homes in the Big Willow Creek Subdivision Phase 2 until the Jensen Access is completed and accepted by the City. Developer will not sell any of the lots in Big Willow Creek Subdivision Phase 2 until the Jensen Access is completed and accepted by City.

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

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

6. Counterparts. This Fourth 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 Fourth Amendment effective as of the date above first written.

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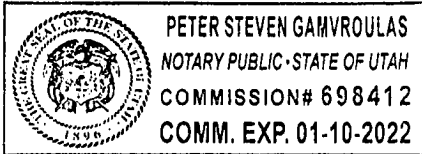
Developer:

IVORY DEVELOPMENT, LLC,  
a Utah limited liability company

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

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

On this 10<sup>TH</sup> day of DECEMBER, 2021, 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

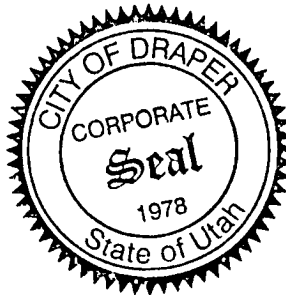
Attest:

[Signature]

City Recorder  
Approved as to form:

[Signature]  
City Attorney

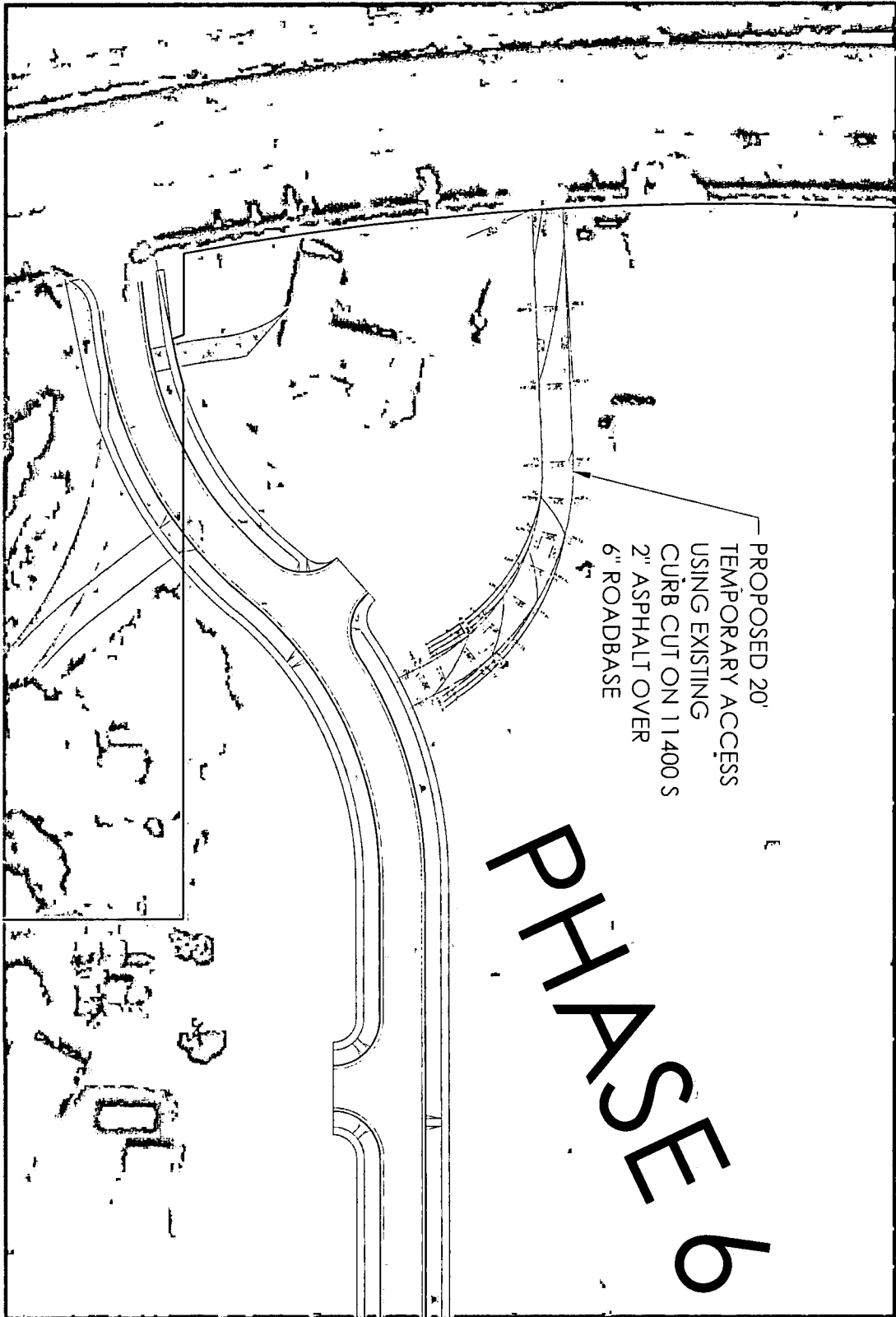
Dated: 12.15.21



Dated: 12-15-21

**EXHIBIT A**

Temporary Emergency Access Road



**PHASE 6**



REVISION BLOCK		
NO.	DATE	DESCRIPTION

**BIG WILLOW CREEK**  
 DRAPER CITY, UTAH  
 11400 SOUTH FIRE ACCESS EXHIBIT

*For Review*

