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Rashelle Hobbs, Recorder, Salt Lake County, Utah
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RECORDERS OFFICE 1020 E PIONEER RD DRAPER, UT 84020



**AMENDMENT TO
MASTER DEVELOPMENT AGREEMENT FOR FITZGERALD PROPERTY**

This Amendment to Master Development Agreement for Fitzgerald Property (“Amendment”) is entered into this 18th day of October, 2023 (“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 Master Development Agreement for Fitzgerald Property (“Agreement”) dated on or about July 19, 2022 with respect to real property located in Draper City, Salt Lake County, State of Utah (“Property”);

WHEREAS Developer and the City have cooperated in the preparation of this Amendment and desire to enter into this Amendment to specify additional rights and responsibilities of Developer as expressed in this Amendment and the rights and responsibilities of the City to allow and regulate such development pursuant to the requirements of this 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. Detached Accessory Dwelling Units. Master Developer shall be entitled to develop the Project with a maximum of 27 detached accessory dwelling units, subject to the following:
 - a. Detached accessory dwelling units shall be allowed on lots with no less than 11,000 square feet;
 - b. The maximum number of detached accessory dwelling units is 27 regardless of whether the Master Developer or subsequent home purchaser constructs the detached accessory dwelling unit;
 - c. Setbacks for detached accessory dwelling units shall comply with the Modified Setbacks;
 - d. Master Developer or subsequent home purchaser shall only have the right to construct a single accessory dwelling unit, regardless of whether it is a detached or internal accessory dwelling unit; and
 - e. The detached accessory dwelling unit complies with the City’s Vested Laws not in conflict with this amendment.

3. Modified Setbacks. The setbacks for detached accessory dwelling units shall be amended to be seven (7) feet for the side yard setback and ten (10) feet for the rear yard setback. Lots within the middle island, as identified in Exhibit C, shall have at least twelve (12) foot rear yard setbacks. The maximum height of any detached dwelling shall be twenty-eight (28) feet and a maximum of two stories.

4. Connection Not Required. Notwithstanding anything contrary in the Agreement or in the City's Vested Laws, Developer shall not be required to connect any internal street in the Development to 12600 South. Developer shall construct a turnaround with eighty (80) ft. diameter of drivable surface at the eastern terminus of 12600 S. The turnaround will be marked with no parking signs and will not contain curb or gutter.

5. Public Storm Water Detention Basin. Whereas the Developer desires to dedicate to the City the storm water detention basin located in Parcel A of the subdivision, the basin shall be constructed to minimize maintenance, and shall be fenced to provide safety and security of the basin and its operation and maintenance activities. The fencing shall not be installed within the sight triangles and clear view areas of the surrounding streets and shall include a twenty-foot-wide access gate.

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

7. No Other Changes. All provisions in the Agreement as it may have been previously amended not specifically amended by this Amendment shall remain in full force and effect.

8. Counterparts. This 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.

9. Compliance with Utah Code § 10-9a-532(2)(c). The Parties have been represented by competent legal counsel in the drafting of this Amendment. The Parties agree, pursuant to Utah Code Section 10-9a-532(2)(c), this Amendment does not restrict Developer's rights under clearly established state law.

[signatures on following page(s)]

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

Developer:

IVORY DEVELOPMENT, LLC,
a Utah limited liability company

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

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

On this 18 day of October, 2023, personally appeared before me Christopher P. Gamurovlas, 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 and Countersign:

[Signature]

Dated:
10.18.2023

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

The foregoing instrument was acknowledged before me this 18 day of October, 2023, by Troy K. Walker, Mayor.

Kellie Challburg

Notary Public

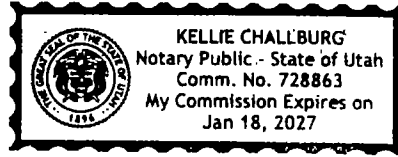


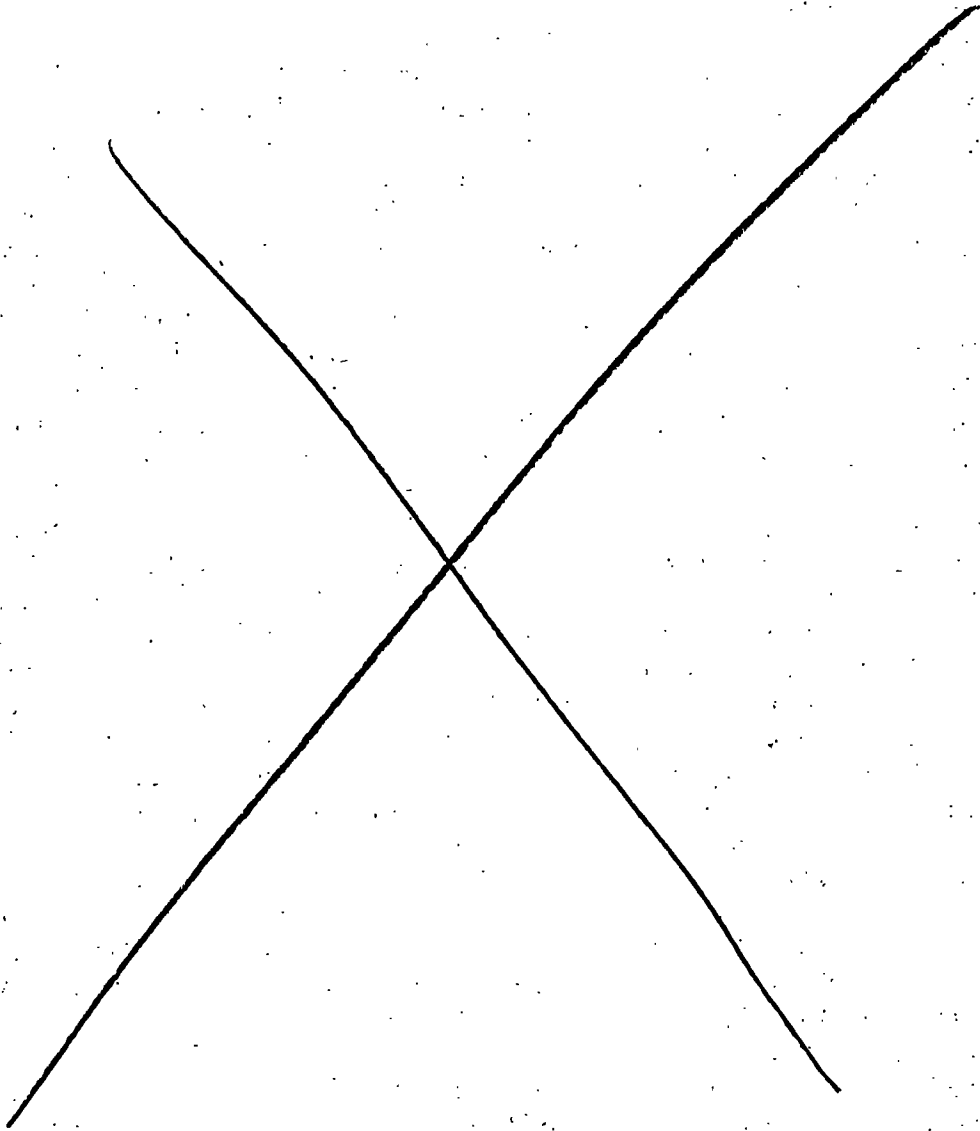
Exhibit A
Legal Description

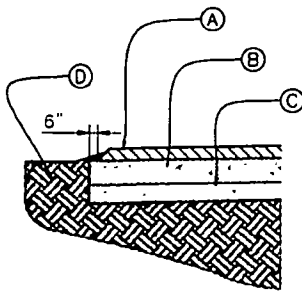
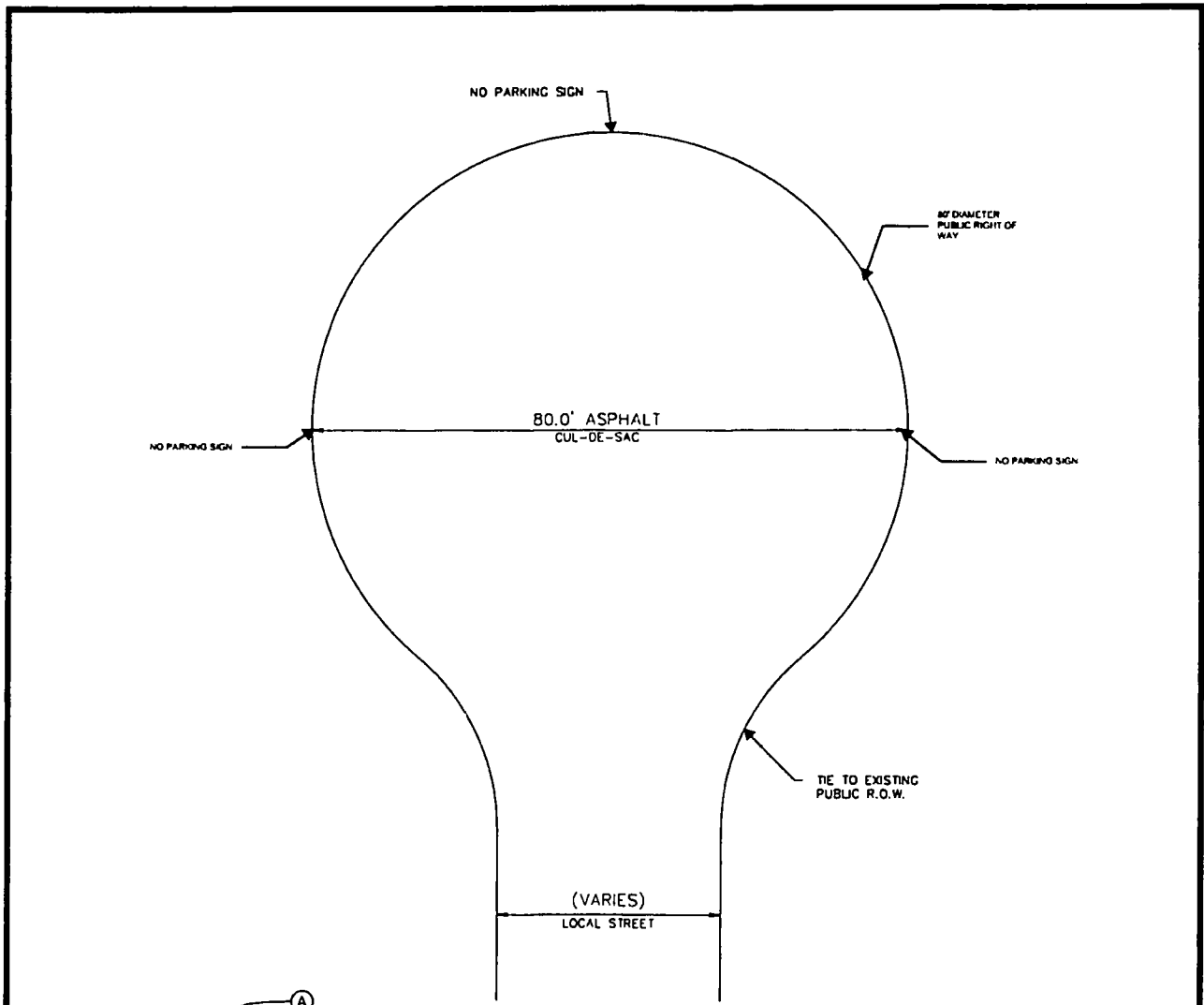
A tract of land located in the Southeast Quarter of Section 29 and the Northeast Quarter of Section 32, Township 3 South, Range 1 East, Salt Lake Base & Meridian, Draper, Utah., being more particularly described as follows:

Beginning at a point located on the South Quarter Corner of Section 29, T3S, R1E, Salt Lake Base and Meridian; thence N0°07'08"E 25.45 feet to the southerly line of CAROL LEE SUBDIVISION, according to the Official Plat thereof recorded September 4, 1998 as Entry No. 7078803 in Book 98-9 of Plats at Page 244 in the Office of the Salt Lake County Recorder, running thence along said plat the following two (2) courses: (1) East 98.95 feet; thence (2) N00°45'00"E 462.24 feet to a fence line on the southerly boundary determined by that certain Quit Claim Deed recorded August 30, 1989 as Entry No. 4817375 in Book 6155 at Page 0393 in the Office of the Salt Lake County Recorder; thence along said fence line and boundary the following two (2) courses: (1) N85°02'54"E 412.52 feet ; thence (2) N00°06'52"E 69.89 feet; thence N89°59'55"E 562.39 feet to a westerly line of a boundary determined by that certain Quit Claim Deed recorded November 11, 2002 as Entry No. 8429077 in Book 8688 at Page 2960 in the Office of the Salt Lake County Recorder; thence along said westerly boundary line to and along a westerly line of a boundary determined by that certain Corrective Warranty Deed recorded December 7, 2009 as Entry No. 10853079 in Book 9786 at Page 1214 in the Office of the Salt Lake County Recorder S00°35'07"E 595.25 feet; thence along said boundary line the following three (3) courses: (1) N89°51'01"E 128.27 feet; thence (2) N00°35'07"W 1.75 feet to the Section line; thence along the Section line (3) N89°59'55"E 227.14 feet to a westerly boundary line determined by that certain Quit Claim Deed recorded October 29, 2002 at Entry No. 8402013 in Book 8674 at Page 3196 in the Office of the Salt Lake County Recorder; thence along said westerly boundary line S00°36'00"W 330.44 feet to a northeasterly corner of RIVERMARK Subdivision, according to the Official Plat thereof recorded July 23, 2018 as Entry No. 12814899 in Book 2018 of Plats at Page 257 in the Office of the Salt Lake County Recorder; thence along said plat S89°59'55"W 112.77 feet to and along DRAPER ELEMENTARY Subdivision, according to the Official Plat thereof recorded November 5, 2021 as Entry No. 13817111 in Book 2021P at Page 283 in the Office of the Salt Lake County Recorder, to a point on the northeasterly line of 12650 South Street, according to the Official Plat thereof recorded October 22, 1976 as Entry No. 2869313 in Book 76-10 of Plats at Page 226 in the Office of the Salt Lake County Recorder; thence along said plat the following (2) two courses: (1) N70°00'00"W 69.00 feet; (2) West 20.00 feet; to a southeasterly corner of a boundary determined by that certain Warranty Deed recorded January 27, 2021 as Entry No. 13545893 in Book 11106 at Page 5727 in the Office of the Salt Lake County Recorder; thence along said boundary line the following two (2) courses: (1) North 142.90 feet; thence (2) West 210.80 feet to a southeasterly corner of a boundary determined by Warranty Deed recorded March 26, 2013 as Entry No. 11604622 in Book 10120 at Page 8529 in the Office of the Salt Lake County Recorder; thence along the easterly line of said boundary N04°30'00"E 139.35 feet to a southeasterly corner of 12600 South Street; thence North 25.00 feet; thence West 39.10 feet to the point of beginning.

Area Contains: 22.39 acres+/-3

Exhibit B
Cul-de-Sac Cross Section





CROSS-SECTION

- TYPICAL CROSS-SECTION**
- (A) HOT MIX ASPHALT, PLACED AND COMPACTED TO CITY SPECIFICATIONS. - 4"
 - (B) UNTREATED BASE COURSE: UDOT 2721 PLACED AND COMPACTED TO CITY SPECIFICATIONS. - 8" MINIMUM
 - (C) GRANULAR BORROW SUB-BASE, IF NEEDED PLACED AND COMPACTED TO CITY SPECIFICATIONS.
 - (D) PREPARED NATIVE SUBGRADE OR COMPACTED SITE GRADING FILL MATERIAL, IF NEEDED

NOTES:

1. SEE DWG. ST-05 FOR MINIMUM ROADWAY STRUCTURAL SECTION THICKNESSES

*REQUIRES CITY ENGINEER APPROVAL


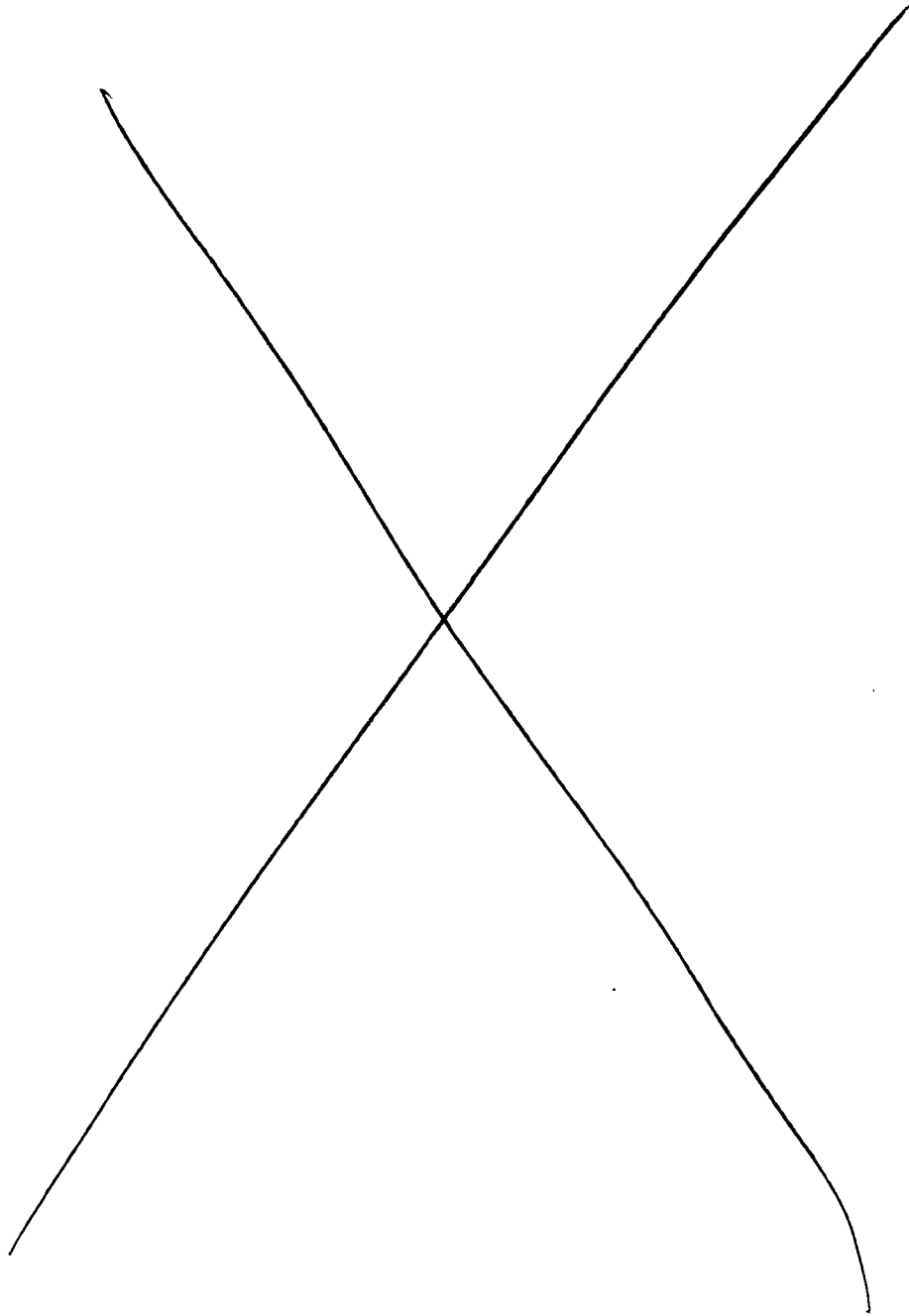
1	APPROVED		SEPT. 06	 ENGINEERING	SPECIAL CONDITION CUL-DE-SAC DETAIL*	EXHIBIT
NO	AUTHORIZED BY	REVISIONS	DATE			

Exhibit C
Lots with Extended Rear Setback Standards



Areas marked in yellow have a 12-foot rear yard setback for detached accessory dwelling unit.

