

WHEN RECORDED MAIL TO:

Ivory Development, LLC  
978 Woodoak Lane  
Salt Lake City, UT 84117

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Rashelle Hobbs, Recorder, Salt Lake County, Utah  
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1996 EAST 6400 SOUTH SUITE 120 SALT LAKE CITY, UT 84121

## **Sixth Amendment to Big Willow Creek Subdivision Development Agreement**

In Reference to Tax ID Number(s): 27-24-354-008

SIXTH AMENDMENT TO  
BIG WILLOW CREEK SUBDIVISION DEVELOPMENT AGREEMENT

This Sixth Amendment to Big Willow Creek Subdivision Development Agreement ("Sixth Amendment") is entered into this 28<sup>th</sup> day of AUGUST, 2025 ("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 Third Amendment to Big Willow Creek Subdivision Development Agreement dated April 20, 2021;

WHEREAS the Parties previously entered into that certain Fourth Amendment to Big Willow Creek Subdivision Development Agreement dated December 10, 2021;

WHEREAS the Parties previously entered into that certain Fifth Amendment to Big Willow Creek Subdivision Development Agreement dated June 7<sup>th</sup>, 2022;

WHEREAS Developer is seeking Final Plat approval on Big Willow Creek Subdivision Phase 5;

WHEREAS Exhibit B of the original Agreement detailed Lot Densities with a preliminary subdivision design and identified areas with specific lot sizing requirements;

WHEREAS since the original Agreement, a new trail connection has been dedicated to the City and property south of Phase 5 has been subdivided and developed in such a way to necessitate a different road and lot configuration than was originally anticipated by Exhibit B;

WHEREAS the necessary change in road design and trail dedication has eliminated approximately 7,526 SF of property originally intended to be contained in Lots 506 and 512. The elimination of available property has reduced Lots 506 and 512 below the 20,000 SF lot sizing as anticipated by Exhibit B of the original Agreement;

WHEREAS Developer and the City have cooperated in the preparation of this Sixth Amendment and desire to enter into this Sixth Amendment to specify the rights and responsibilities of Developer to develop the Phase 5 Property, as expressed in this Sixth Amendment and the rights and responsibilities of the City to allow and regulate such development pursuant to the requirements of this Sixth 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. Trail Dedication. City acknowledges that Developer has dedicated property to the City for use as a trail connection as part of Open Space D1 of Big Willow Creek Phase 1B, 1<sup>st</sup> Amendment. This dedication eliminated approximately 2,214 SF of property originally intended to be included in Lot 506.

3. Road Re-Design. City acknowledges that City has approved Jenson Farms Phase 1A Subdivision in such a way as to require a cul-de-sac in Big Willow Creek Phase 5 where the original Agreement anticipated a through-street. The inclusion of a cul-de-sac eliminated approximately 5,312 SF of property originally intended to be included in Lot 12.

4. Lot 506 and 512 Exception. The minimum lot size for Lot 506 shall be 18,900 SF. The minimum lot size for Lot 512 shall be 14,700 SF. The Parties acknowledge and agree that these amended lot sizes are necessary to achieve the Parties' intended lot count given the elimination of available property resulting from the trail dedication and road re-design.

5. Exhibit B in the Agreement is amended as shown in Exhibit B to reflect the new lots size and reconfiguration resulting from the trail dedication and road re-design.

6. Interpretation/ Conflicting Terms. In the event of a conflict in the terms and conditions of this Sixth Amendment with the terms and conditions of the Agreement, the terms and conditions of this Sixth 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 Fifth Amendment shall remain in full force and effect.

8. Counterparts. This Fifth 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.

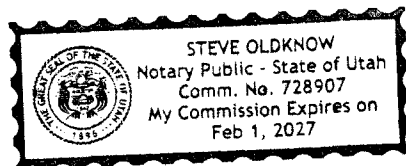
IN as of WITNESS WHEREOF, the parties hereto have set their hands to this Sixth Amendment effective as of the date above first written.

Developer

IVORY DEVELOPMENT, LLC,  
A Utah Limited Liability Company  
By: [Signature]  
Name: Kevin Anglesey  
Its: Secretary

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

On this 28 day of AUGUST, 2025, personally appeared before me KEVIN ANGLESEY, known or satisfactorily proved to me to be the person who signed the foregoing instrument, and acknowledged to me that he/she is the SECRETARY 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: -

Nicole E. Smedley



Dated:

9/2/25

City Recorder

Approved as to form:

[Signature]

Dated:

9/2/25

City Attorney

## Exhibit A

### Boundary Description

A part of the Southwest Quarter of Section 24, Township 3 South, Range 1 West, Salt Lake Base and Meridian, located in Draper City, Salt Lake County, Utah, being more particularly described as follows:

Beginning at a point on the southerly subdivision line of Big Willow Creek Phase 1B, 1st Amendment recorded as Entry #13144179 on file with the Salt Lake County Recorder's Office, said point also being located N89°54'32"E 871.57 feet along the Section line from the Southwest Corner of Section 24, Township 3 South, Range 1 West, Salt Lake Base and Meridian; running thence along the easterly line of Open Space D1 of said of Big Willow Creek Phase 1B, 1st Amendment the following thirteen (13) courses: (1) N04°07'00"W 25.06 feet; thence (2) S89°54'33"W 54.18 feet; thence (3) N50°38'39"W 64.37 feet; thence (4) N22°10'28"W 147.03 feet; thence (5) N54°29'00"W 65.28 feet; thence (6) N04°54'16"E 152.85 feet; thence (7) N35°46'40"W 116.83 feet; thence (8) N44°32'08"W 116.72 feet; thence (9) N79°42'01"W 72.91 feet; thence (10) N61°19'45"W 81.06 feet; thence (11) N09°26'05"E 115.85 feet; thence (12) N13°29'20"E 57.50 feet; thence (13) N42°12'53"E 53.45 feet; thence N88°09'17"E 118.98 feet to said Easterly Line of Open Space D1; thence along said Easterly Line of Open Space D1 S81°22'37"E 7.09 feet; thence S11°55'59"E 86.90 feet; thence Easterly along the arc of a non-tangent curve to the right having a radius of 60.00 feet (radius bears: S00°27'47"W) a distance of 21.82 feet through a central angle of 20°50'02" Chord: S79°07'12"E 21.70 feet; thence N11°55'59"W 123.96 feet to said Easterly Line of Open Space D1; thence along said Easterly Line of Open Space D1 N12°26'39"E 28.99 feet to the southerly lot line of Lot 111 of Big Willow Creek Phase 1B recorded as Entry #12869206 on file with the Salt Lake County Recorder's Office; thence along said subdivision the following five (5) courses: (1) S73°02'27"E 255.10 feet; thence (2) N16°57'33"E 25.65 feet; thence (3) S73°02'27"E 132.60 feet; thence (4) S09°31'47"W 13.84 feet; thence (5) S84°59'01"E 121.38 feet to the westerly right-of-way line of Junegrass Drive; thence along said Junegrass Drive the following eight (8) courses: (1) S05°00'59"W 298.15 feet; thence (2) Southwesterly along the arc of a curve to the right having a radius of 15.00 feet a distance of 25.96 feet through a central angle of 99°09'19" Chord: S54°35'39"W 22.84 feet; thence (3) S14°10'18"W 60.00 feet; thence (4) Easterly along the arc of a non-tangent curve to the left having a radius of 180.00 feet (radius bears: N14°10'18"E) a distance of 13.54 feet through a central angle of 04°18'39" Chord: S77°59'01"E 13.54 feet to a point of reverse curvature; thence (5) along the arc of a curve to the right having a radius of 15.00 feet a distance of 21.69 feet through a central angle of 82°51'01" Chord: S38°42'50"E 19.85 feet to a point of reverse curvature; thence (6) along the arc of a curve to the left having a radius of 280.00 feet a distance of 90.82 feet through a central angle of 18°35'02" Chord: S06°34'50"E 90.42 feet; thence (7) S15°52'21"E 260.11 feet; thence (8) Southerly along the arc of a curve to the right having a radius of 220.00 feet a distance of 55.82 feet through a central angle of 14°32'15" Chord: S08°36'14"E 55.67 feet to the Section line; thence along said Section line S89°54'33"W 272.86 feet to the point of beginning.

Contains: 9.30 acres±

## Exhibit B

