

When Recorded  
Return to:  
City of North Salt Lake  
10 East Center Street  
North Salt Lake, UT 84054  
  
06-310-0001

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KELLY A. SILVESTER  
DAVIS COUNTY, UTAH RECORDER  
6/10/2025 9:15 AM  
FEE 0.00 Pgs: 18  
DEP AJH REC'D FOR CITY  
OF NORTH SALT LAKE

AGREEMENT # 2025-03A  
**DEVELOPMENT AGREEMENT**  
**AMBERLY PLACE PUD PLANNED DISTRICT**

THIS DEVELOPMENT AGREEMENT (the "Agreement") is made and entered into as of the 9th day of June, 2025 (the "Effective Date"), by and between THE CITY OF NORTH SALT LAKE, a Utah municipal corporation (the "City"), and IVORY DEVELOPMENT, a Utah limited liability company, (the "Developer"). The Developer and the City are sometimes collectively referred to herein as the "Parties" or singularly as a "Party."

RECITALS

A. As of the Effective Date hereof, Developer is the owner of the property described on Exhibit "A" (the "Property") hereto, located within the City of North Salt Lake, Davis County, Utah.

B. The development of the Property is governed by the City's Title 10 Land Use and Subdivision Ordinances (the "Code"). All Section references contained herein shall refer to the Code.

C. Pursuant to section 10-13-3 of the Code, the Developer has filed an application for and received approval by the City for the following:

- (1) A General Development Plan (the "General Development Plan") for the Property consisting of sixteen (16) single family residential units; and
- (2) in conjunction with the existing Planned District (the "P District Zoning") by establishing standards subject to approval of an acceptable development agreement.

D. The project to be developed upon the Property pursuant to the General Development Plan is known as the Amberly Place PUD Planned District and is generally located at 979 North Amberly Drive in the City of North Salt Lake (the "Project").

E. Pursuant to the City's approval of the General Development Plan on the 21<sup>st</sup> day of January, 2025, the Plan consists of sixteen (16) residential units with associated parking, landscaping and other improvements. A copy of the approved General Development Plan is attached hereto as **Exhibit "B."**

F. Pursuant to section 10-13-2-D, exceptions to or modification of the general standards for development within the residential and commercial zoning districts may be granted in the P District Zoning if the City determines that such exceptions are desirable and warranted. By this Agreement, the Parties desire to stipulate the required standards with respect to: land use; building size, layout, materials and architecture; landscaping; parking; signage size, placement, height, and design; lighting; fencing materials; and any other standards specified herein and included within the Project's P District Zoning.

## AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the City and Developer hereby agree as follows:

1. Incorporation of Recitals and Exhibits. The above Recitals and Exhibits attached and referenced herein are hereby incorporated into this Agreement.

2. General Development Plan Approval. To the fullest extent of its legal powers and authority and for the duration of the Term (as described below) of this Agreement, the City hereby approves the General Development Plan for the Project, including the density, use, configuration, and specification designations as described in the General Development Plan and as described elsewhere herein. The developer may not substantively deviate from the General Development Plan without prior approval by the City. Subject to the terms of this Agreement and subject to the Developer's compliance with other provisions of the Code not specifically modified herein, the Developer shall have the right to have, Preliminary Design Plan, Site Plan, Final Plat, Construction Plans and Building Permits (as those terms are defined in section 10-3 of the Code) approved by the City and to develop the Project as proposed and approved. The Developer hereby agrees that the Project is subject to all City ordinances in effect on the date Developer filed the application described in Recital C above, except as specifically modified herein by this Agreement. In the event of a conflict between the Code and this Agreement, this Agreement shall control.

3. Term. The vested rights described in this Agreement shall be effective for a period of ten (10) years following the date on which this Agreement is adopted by the City Council of North Salt Lake and signed by the City's Mayor (the "Term").

4. Development of the Project. The Project shall be developed by Developer and/or Developer's successors and assigns in accordance with all of the requirements contained herein.

a. Notwithstanding anything in the Code to the contrary, the general layout, parking, fencing, and landscaping of the project shall be substantially in the form of **Exhibit "C"** of this Agreement and are entitled Final Plan.

b. Notwithstanding anything in the Code to the contrary, the land use standards, including but not limited to, setbacks, building heights, uses, etc., for all structures to be developed within the Project shall be as described in attached **Exhibit "D"** and are hereby approved by the City for use in the Project and are entitled "Land Use Standards for Amberly Place PUD".

c. Developer and City hereby agree that architectural standards should be applied to the development of all lots within the Project. These specific rules and standards are shown in **Exhibit "E"** of this Agreement and are entitled, "Architectural Standards for Amberly Place PUD".

d. Phasing Plan. The Developer intends to construct the Project in one phase.

e. Required Public Improvements. City agrees to coordinate with Developer the placement of conduits, chases and other piping required for the development of the Project. The Developer agrees to construct all required public improvements, at its expense. The Developer shall be required to mill and overlay the entire width of Amberly Drive where the Project disturbs the existing roadway to facilitate the installation of utilities. Further, the Developer shall mill the full roadway width and an

additional forty-eight (48) inches beyond the northern and southernmost ends of the Project. All roadway repair on Amberly Drive and replacement shall comply with the minimum design requirements for "Asphalt Patching Req's For New Roads Less Than 5 Years and Resurfaced Roads Less Than 3 Years" in the City Streets Standards Manual.

5. Payment of Fees. Developer agrees to pay fees, except for any waivers, credits or other considerations noted in this agreement, as required by the City's adopted fee schedule in effect at the time of the submittal of their respective development applications. The developer is solely responsible for payment of any required fees to the South Davis Sewer District.

6. Agreement to Run with the Land/Assignment. A memorandum of this Agreement shall be recorded by Developer against the Property in the form attached **Exhibit "F"**. The rights and obligations of Developer under this Agreement shall be those affecting the Property, and shall run with and be binding upon the Property and its successors and assigns, or any portion thereof. The terms of this Agreement shall be deemed to expire as to any portion of the Property upon the issuance of a certificate of occupancy for a structure on the subject portion of the Property. Neither Developer nor their successors and assigns shall have the right to assign this Agreement, in whole or in part, unless: (a) such assignee becomes the owner of fee simple title to that portion of the Property affected by the rights and obligations under this Agreement that are being assigned, and (b) the City has consented in writing to the assignment, which consent shall not be unreasonably withheld.

7. Notices. Any notices, requests and demands required or desired to be given hereunder shall be in writing and shall be served personally upon the Party for whom intended, or if mailed, by certified mail, return receipt requested, postage prepaid, to such Party at its address shown below:

To Developer: Ivory Development, LLC  
Attn: Chris Gamvroulas  
978 Woodoak Lane  
Salt Lake City, UT 84117

To the City: City of North Salt Lake  
Attn: City Manager  
10 East Center Street  
North Salt Lake, Utah 84054

In the event that either of the Parties desires to change its address as shown above, such Party shall provide written notice to the other Party pursuant to the requirements of this Section 7.

8. Default. In the event either Party fails to perform its obligations hereunder or to comply with the terms thereof, within thirty (30) days after giving written notice of default and the failure of the defaulting Party to cure such default, or if the default is of a nature that it cannot be reasonably cured within 30 days, then to have diligently and in good faith commenced to cure such default, and the non-defaulting Party may, at its election, have the following remedies:

a. All rights and remedies available in equity, including injunctive relief or specific performance, but shall have no claim for money damages.

b. The right to withhold all further approvals, licenses, permits or other rights associated with the Project or any development described in this Agreement until such default has been cured.

c. The right to draw upon any security posted or provided in connection with the Project and this Agreement.

d. The right to terminate this Agreement.

e. The rights and remedies set forth herein shall be cumulative.

9. Entire Agreement. This Agreement, together with the Exhibits attached hereto, documents referenced herein, and all regularly approvals given by the City for the Property and/or the Project or any phase thereof containing the entire agreement of the Parties with respect to the subject matter hereof and supersede any prior promises, representations, warranties or understandings between the Parties which are not contained in this Agreement, regulatory approvals and related conditions.

10. Severability. The Parties hereto agree that the provisions hereto are severable. If any provision of this Agreement is held invalid, the remainder of this Agreement shall be effective and shall remain in full force and effect unless amended or modified by mutual consent of the Parties.

11. Binding Effect. This Agreement shall inure to the benefit of, and be binding upon, the Parties hereto and their respective heirs, representatives, officers, agents, employees, members, successors and assigns.

12. No Third-Party Rights. The obligations of Developer set forth herein shall not create any rights in and/or obligations to any person or Parties other than the City. The Parties hereto alone shall be entitled to enforce or waive any provisions of this Agreement.

**[The remainder of this page is intentionally left blank.]**

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement by and through their respective, duly authorized representatives as of the day and year first hereinabove written.

ATTEST:

  
City Recorder

CITY  
CITY OF NORTH SALT LAKE

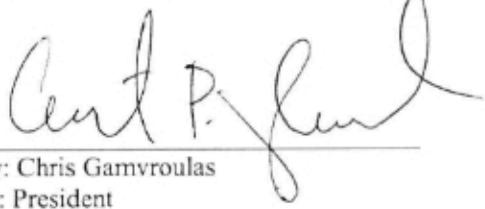
  
By: Brian Horrocks  
Its: Mayor



**IN WITNESS WHEREOF**, the Parties hereto have executed this Agreement by and through their respective, duly authorized representatives as of the day and year first hereinabove written.

**DEVELOPER**

Ivory Development LLC



A handwritten signature in black ink, appearing to read "Chris Gavroulas". The signature is fluid and cursive, with "Chris" on top and "Gavroulas" below it.

By: Chris Gavroulas  
Its: President

**EXHIBIT "A"**  
**LEGAL DESCRIPTION**

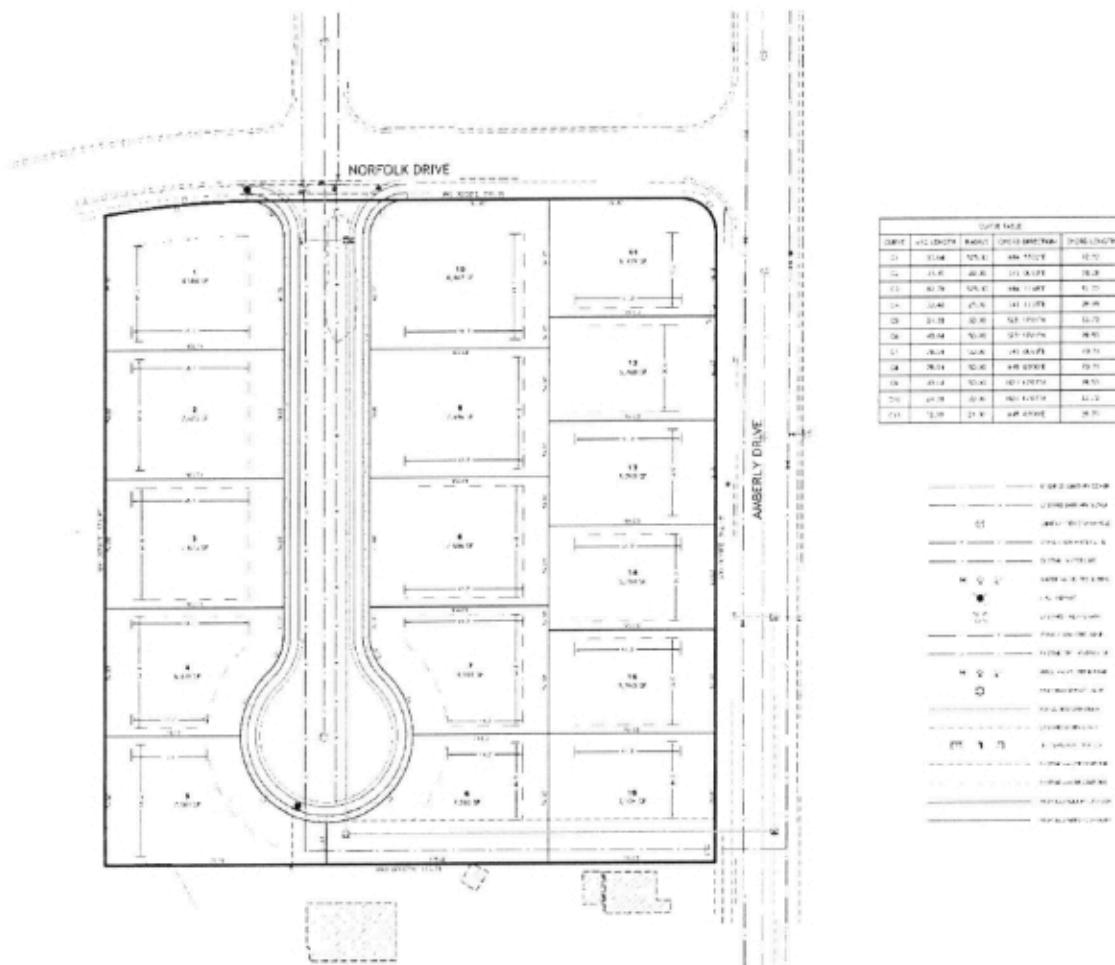
All property included in Davis County Parcel Identification number: 06-310-0001 and containing approximately 3.096 acres.

Legal Description:

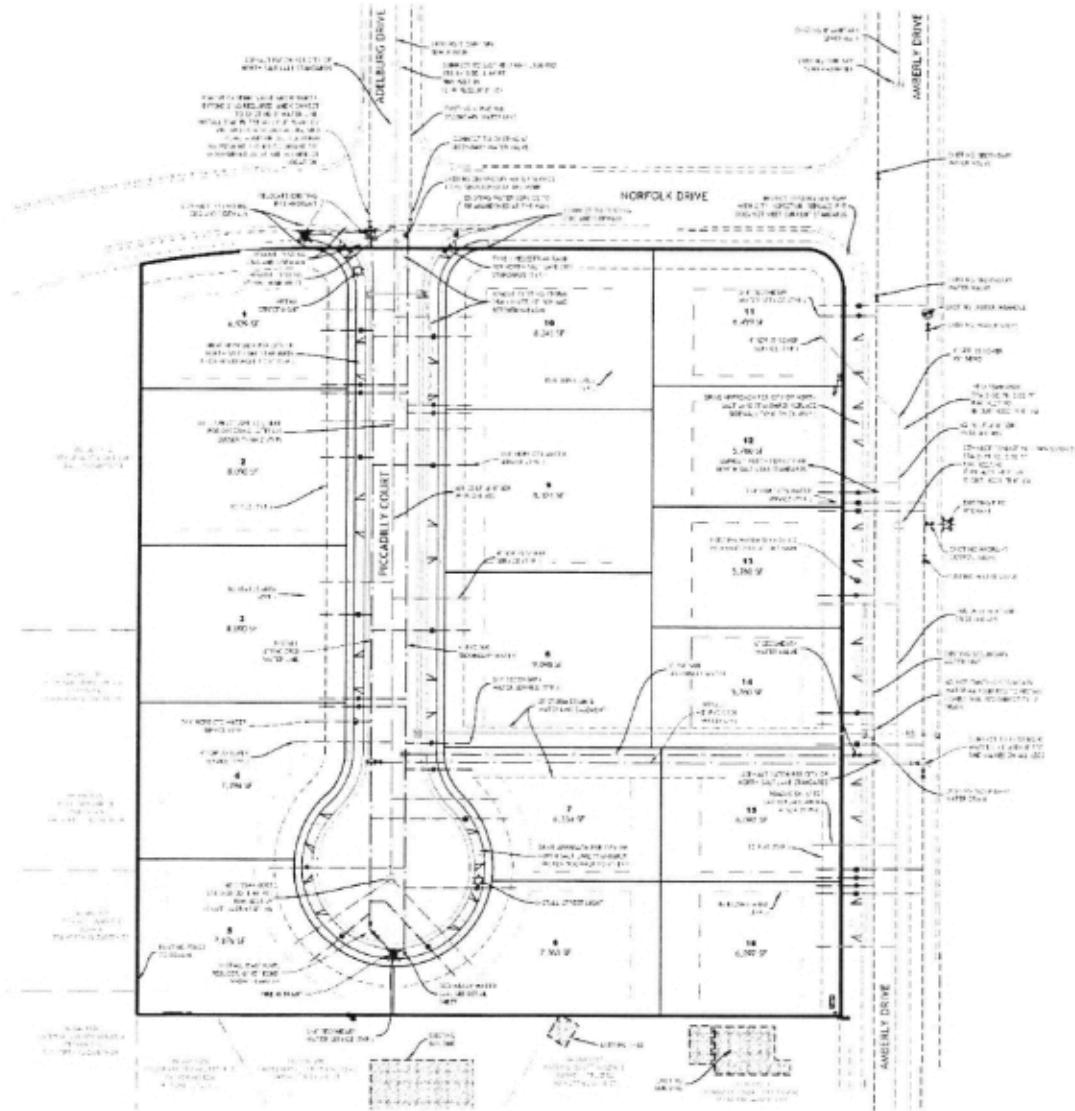
ALL OF LOT 1, FOXBORO NORTH PLAT 12 A. CONT. 3.09600 ACRES.

**EXHIBIT "B"**  
**GENERAL DEVELOPMENT PLAN**

The General Development Plan for the Amberly Place PUD Planned District project approved by the City Council on the 21<sup>st</sup> day of January, 2025.



**EXHIBIT "C"  
FINAL PLAN**



**EXHIBIT "D"**  
**LAND USE STANDARDS FOR**  
**AMBERLY PLACE PUD**

1. Purpose. This Exhibit outlines the standards pursuant to which Amberly Place PUD residential uses shall be developed within the P District. References herein to the term "Code" shall refer to Title 10 of the North Salt Lake City Code, Land Use and Subdivision Ordinances.

2. Residential Standards.

- a. Lot Area:
  - i. The minimum lot size shall be five thousand seven hundred sixty (5,760) square feet.
- b. Maximum Building Coverage Area:
  - i. The maximum coverage area with structures or buildings shall be seventy-five percent (75%).
- c. Maximum Height of Buildings:
  - i. The maximum height for all residential structures in the P District shall be thirty-five (35) feet from finished final grade.
- d. Lot Width and Depth:
  - i. The minimum lot width shall be sixty (60) feet.
  - ii. The minimum lot depth shall be ninety (90) feet.
- e. Setbacks:
  - i. Front. The minimum front yard setback shall be twenty (20) feet from any property line adjacent to a public right of way.
  - ii. Rear. The minimum rear yard setback shall be a minimum of fifteen (15) feet.
  - iii. Side. The minimum side yard setback shall be five (5) feet with a combined minimum total of thirteen (13) feet.
- f. Accessory Buildings:
  - i. Accessory structures and uses over eighteen (18) inches in height, shall only be permitted in the rear yard and must be compliant with City Code, as amended, regarding placement, height, etc.
- g. Fence:
  - i. All fencing must be compliant with City Code, as amended, regarding placement, height, etc.
- h. Parking:
  - i. Each lot shall include a minimum of a two (2) car garage and a driveway capable of parking a minimum of two (2) vehicles.

3. Permitted Uses.

- a. Single family dwellings, including leases for terms longer than thirty (30) days.
- b. Accessory dwelling units only in accordance with City Code, as amended.
- c. Short term rentals only in accordance with City Code, as amended.
- d. Household pets and domestic farm animals only in accordance with City Code Section 10-10-6, as amended.
- e. Home occupations as regulated by North Salt Lake Land Use Code, Section 10-10-5, as amended.

**EXHIBIT "E"**  
**ARCHITECTURAL STANDARDS FOR**  
**AMBERLY PLACE PUD**

The Architectural Standards and Construction Guidelines, as contained herein, are to be used as guidelines for the owner and builder in preparing plans and specifications for any proposed construction or improvement in Amberly Place PUD and for maintaining an orderly construction environment. These guidelines will be used by the Declarant in conjunction with the Declaration of Covenants, Conditions, Restrictions, and Easements (Declaration), and any undefined terms shall have the same meaning as contained therein.

**Design Standards:**

**A. Exterior Elevations**

1. The architectural designs and elevations illustrated within Exhibit "E" are to serve as general examples of the quality, style, colors, and materials to be used in construction of the homes. The examples are not intended to limit the designs, floor plans, or variations expected within the development but to serve as guidelines to the builders and home owners. The examples shown are used solely to demonstrate the use of quality features of the construction within the development, such as:
  - a. High quality materials such as brick, stone, stucco, vinyl siding and cement fiber board;
  - b. Porches and entries that complement the curb appeal of the home;
  - c. Architectural accents that complement the particular style of the home, such as board and batten, shutters, railings, moldings, beams, mullions, doors, metal awnings, outdoor lighting, etc.
  - d. There shall be no minimum number of architectural accents required on each home, only that architectural accents be used appropriately on each home.
2. All residential elevations shall be designed and constructed using the following design guidelines:
  - a. Overall massing of the front elevation should include multiple façade elements such as gables, hips and projections, or other architectural features to add variety and differentiation.
  - b. Multiple rooflines should create different heights of the unit.
  - c. Traditional aluminum or vinyl siding is not permitted on the front facade. Aluminum or vinyl facia and trim shall be permitted.
  - d. The front façade should include a minimum of two (2) treatments including masonry, fiber cement paneling and stucco.

- e. Any front façade treatment shall be extended to the side facades a minimum of eighteen (18) inches.
- f. Side and rear elevations may utilize any of the front façade materials and in addition stucco or vinyl siding may be used.
- g. The garage façade shall extend no more than 5 feet from the front façade or porch roof line.
- h. All windows on the same wall plane shall be the same height and have the consistent architectural treatments.

3. No home of the same model & elevation shall be built on the lot adjacent or directly across the street.
4. Accessory structures shall be finished with similar materials, architectural style, and colors of the main structure.

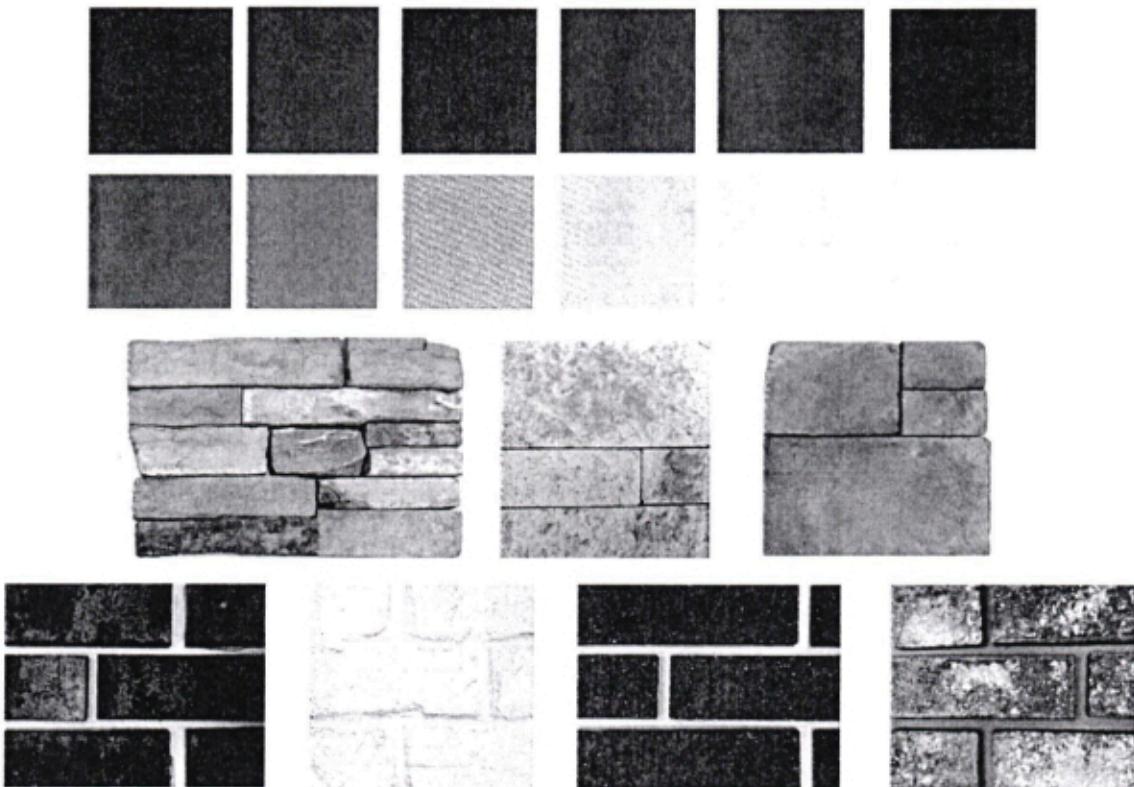
#### ARCHITECTURE EXAMPLES

Examples of approved elevations may be located in the Ivory Development “Trail and Parkside Cottages” and “Collection Homes” catalogs on file with the City. Variations shall be permitted provided that overall style and quality are similar in nature. Below are some of the approved elevations from the specified catalogs.



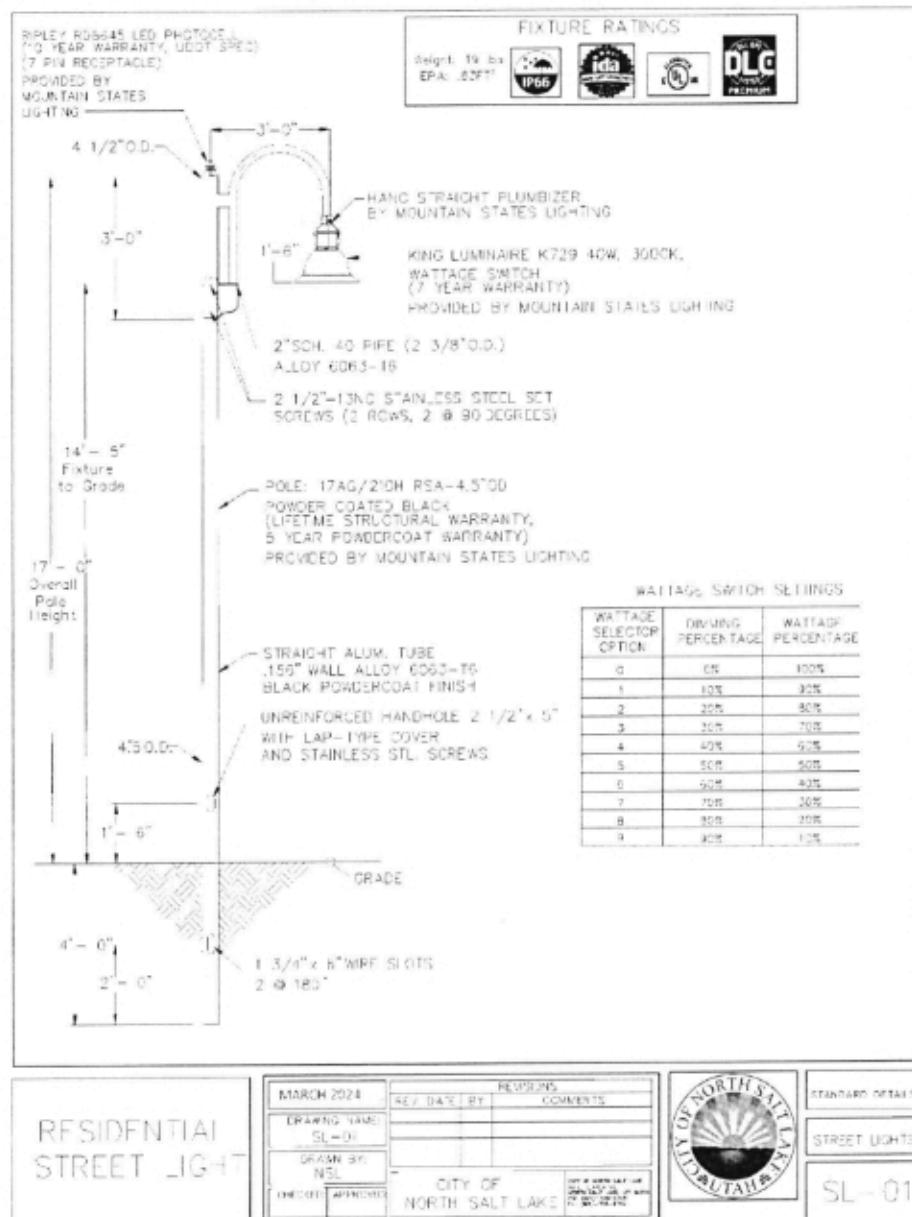
**Materials and Colors.** Exterior materials shall consist of Masonry, Fiber Cement Board, Stucco, (Vinyl siding on side and rear facades only) with architectural accents, and Asphalt Shingles. The following colors and materials shall be used in the construction of all homes. Minor variations in color/tone may be approved by the Community Development Director in accordance with the general colors shown in the below.

Collection & Cottage Colors at Amberly Place



### C. Lamp Posts, Building Lighting

The development shall utilize the following light poles in black. Declarant will install the following commercial quality lamp post, or another mutually agreed upon between the City and Developer:



The location of the lamp poles is detailed on the approved construction drawings.

All site/building lighting shall be shielded and directed downward so light spill does not adversely affect adjacent properties or streets.

1. The Developer shall install a minimum of one (1) street tree in the park strip per lot frontage. Corner lots with side yards adjacent to the public right of way shall be planted with a minimum of one (1) street tree per thirty (30) feet or park strip, or the required distance listed in City Tree Ordinance based on tree species.
2. Trees planted within the City right of way (park strip) must be selected from the approved street tree list and in accordance with the City Tree Ordinance.
3. All landscape improvements shall be designed and installed in compliance with Title 10, Chapter 22 Water Efficient Landscape Standards of the City Code.
4. Landscaping shall be completed on each lot and within the respective park strip, where existing, within 6 month of final occupancy, in the event that date falls between October 1-April 1, the homeowner shall be allowed until July 1st of the following year to complete the landscaping.

**F. Mailboxes**

Mailbox clusters, with mailboxes and newspaper receptacles will be provided by Declarant based on the requirements and approval of the U.S. Postal Service. Replacement necessitated by damage from whatever source shall be at the expense of the builder or owner.

**G. Fencing Material**

The project fencing material shall be permitted to be vinyl, composite, masonry in a color coordinated with the materials used in the construction of the homes.

EXHIBIT "F"  
RECORDABLE MEMORANDUM OF AGREEMENT

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RECORDING REQUESTED BY AND  
WHEN RECORDED PLEASE RETURN TO:

City of North Salt Lake  
Attn: City Recorder  
10 East Center Street  
North Salt Lake, UT 84054

MEMORANDUM OF AGREEMENT

THIS MEMORANDUM OF AGREEMENT ("Memorandum") is made by and between **THE CITY OF NORTH SALT LAKE**, a Utah municipal corporation, whose address is 10 East Center Street, North Salt Lake, Utah, 84054, hereinafter referred to as the "City," and **IVORY DEVELOPMENT, a Utah limited liability company**, whose address is 978 Woodoak Lane, Salt Lake City, UT 84117 ("Developer").

Developer and the City have entered into that certain "Development Agreement for Amberly Place PUD Planned District", dated June 9, 2025 (referred to herein as the "Agreement") regarding the real property to be known as the Amberly Place PUD and more particularly described on the attached **Schedule "A"** (the "Property"). Copies of the Agreement are on file in the offices of the City of North Salt Lake.

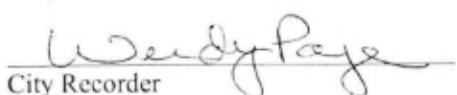
This Memorandum is executed and recorded in the Davis County Recorder's Office in order to provide third-parties with notice of the Agreement. The effect of the Agreement as to each portion of the Property shall expire upon the issuance of a certificate of occupancy for a structure by the City as to the subject portion.

IN WITNESS WHEREOF, the Parties have executed this Memorandum as of the date first above written.

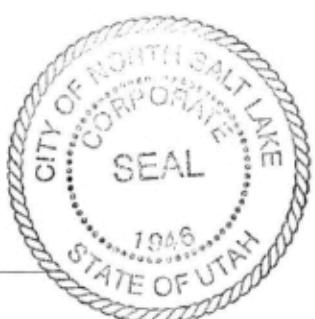
"CITY"

CITY OF NORTH SALT LAKE

ATTEST:

  
Wendy Page  
City Recorder

By:   
Brian Bowes  
Mayor



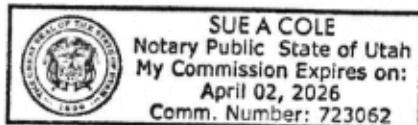
State of Utah )  
ss.  
County of Davis )

This instrument was acknowledged before me on June 9, 2025, by  
Brian Horne Gas Mayor of City of North Salt Lake, a Utah municipal corporation.  
Wendy Page City Recorder

[Seal]

  
Sue A Cole  
NOTARY PUBLIC

My Commission Expires: 4/02/2026



"DEVELOPER"  
By: Art P. Lewis  
Title: President

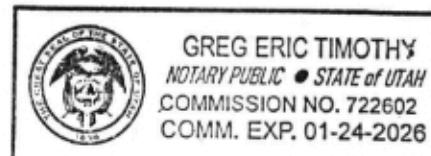
State of Utah )  
ss.  
County of Davis )

This instrument was acknowledged before me on May 13<sup>th</sup>, 2025, by \_\_\_\_\_  
a President of Ivory Development, a Utah Limited Liability company.

[Seal]

  
NOTARY PUBLIC

My Commission Expires: 1-24-2026



**SCHEDULE "A"**  
**LEGAL DESCRIPTION**

All property included in Davis County Parcel Identification number: 06-310-0001 and containing approximately 3.096 acres.

Legal Description:

ALL OF LOT 1, FOXBORO NORTH PLAT 12 A. CONT. 3.09600 ACRES.

