CITY COUNCIL AGENDA

Tuesday, November 17, 2026, 5:30 PM
1020 E. Pioneer Rd.
Draper, Utah 84020

5:30 PM STUDY SESSION (ADMINISTRATIVE CONFERENCE ROOM)

CLOSED MEETING, IF NECESSARY - TO BE ANNOUNCED IN MOTION
The Draper City Council may temporarily recess the meeting and convene in a closed meeting as provided by UCA § 52-4-205.

Title 6 Amendments - Travis

Parks CIP Update - Rhett

Major Roads CIP Update - Scott

Council / Manager Reports

7:00 PM BUSINESS SESSION

1. Call to Order

2. Pledge of Allegiance

3. Recognition - Clint Smith

4. Public Comments
To be considerate of everyone attending the meeting, public comments will be restricted to items that are not listed on this or a future agenda and limited to three minutes per person. Comments which cannot be made within these limits should be submitted in writing to the City Recorder prior to noon the day before the meeting. Comments pertaining to an item on the agenda should not be given at this time but should be held until that item is called.

5. Consent Items

5.a Approve Resolution #26-51
A resolution establishing 2027 regular meeting schedules for the City Council, Planning Commission, and other committees and subordinate bodies of Draper City. Staff: Nicole Smedley

6. Items for Council Consideration

6.a Public Hearing: Providing Local Consent for a Special Use Permit for Wasatch Product Development LLC
Staff report by Travis DeJong.

6.b Public Hearing: Ordinances #1745 and #1746
Ordinances amending the Official Zoning Map of Draper City and approving a Development Agreement for approximately 1.67 acres of land located at 12430 South 700 East. Staff report by Maryann DeHaven.

7. Adjournment

I, the City Recorder of Draper City, certify that copies of this agenda for the **Draper City Council** meeting to be held **November 17, 2026**, were posted at Draper City Hall, Draper City website www.draperutah.gov, and the Utah Public Notice website at www.utah.gov/pmn.



Nicole Smedley, CMC, City Recorder
Draper City, State of Utah

In compliance with the Americans with Disabilities Act, any individuals needing special accommodations or services during this meeting shall notify Nicole Smedley, City Recorder at (801) 576-6502 or nicole.smedley@draperutah.gov, at least 24 hours prior to the meeting.

MEMO

To: City Council
From:
Date: 2026-11-17
Re: Approve Resolution #26-51

Comments:

ATTACHMENTS:

R-26-51, 2027 Annual Meeting Schedule.pdf
ATTACHMENTS:

Exhibit A - 2027 Annual Meeting Schedule.pdf

RESOLUTION NO. 26-51

A RESOLUTION OF THE DRAPER CITY COUNCIL ESTABLISHING THE REGULAR MEETING SCHEDULE FOR THE CITY COUNCIL, PLANNING COMMISSION, SUBORDINATE BODIES, AND COMMITTEES FOR THE YEAR 2027

WHEREAS, the Draper City Council is required to establish an annual schedule of regular meetings for the City Council; and

WHEREAS, pursuant to Draper City Code §§ 3-5-010 and 3-5-020, the City Council may create subordinate bodies and committees,

WHEREAS, the City Council finds it appropriate and in the public interest to adopt the 2027 regular meeting schedules for the City Council, Planning Commission, subordinate bodies, and committees, as included in Exhibit A.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF DRAPER CITY, STATE OF UTAH, AS FOLLOWS:

Section 1. Regular Meetings. The regular meeting schedules for the Draper City Council, Planning Commission, subordinate bodies, and committees for the 2027 calendar year are hereby adopted as set forth in Exhibit A. The annual meeting schedule may be amended as necessary in accordance with applicable law.

Section 2. Severability. If any section, part, or provision of this resolution is held invalid or unenforceable, such invalidity or unenforceability shall not affect any other portion of this resolution, and all sections, parts, and provisions of this resolution shall be severable.

Section 3. Effective Date. This resolution shall become effective immediately upon its passage.

[Signature page to follow]

PASSED AND ADOPTED BY THE CITY COUNCIL OF DRAPER CITY, STATE OF UTAH, ON THIS 17TH DAY OF NOVEMBER, 2026.

DRAPER CITY

_____
Mayor Troy K. Walker

ATTEST:

_____
Nicole Smedley, City Recorder

VOTE TAKEN:	YES	NO	ABSENT
Councilmember Dahlin	____	____	____
Councilmember Green	____	____	____
Councilmember Johnson	____	____	____
Councilmember T. Lowery	____	____	____
Councilmember F. Lowry	____	____	____
Mayor Walker	____	____	____

2027 Meeting Schedule

Meetings will be held at Draper City Hall 1020 E. Pioneer Road Draper, Utah

		JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC
CITY COUNCIL	1st Tuesday	5	2	2	6	4	1	6	3	7	5	9	7
Study Session at 5:30 pm, Business Session at 7 pm	3rd Tuesday	19	16	16	20	18	15	20	17	21	19	16	21
PLANNING COMMISSION	2nd Thursday	14	11	11	8	13	10	8	12	9	14	4	9
Business Meeting at 6:30 pm	4th Thursday	28	25	25	22	27	24	22	26	23	28	18	16
COMMUNITY ENGAGEMENT EVENTS COMMITTEE	3rd Wednesday	20	none	17	21	19	16	none	18	15	20	none	none
7:30 PM													
HISTORIC PRESERVATION	3rd Wednesday	20	17	17	21	19	16	none	18	15	20	17	none
6:00 PM													
PARKS, TRAILS & RECREATION	1st Wednesday	6	none	3	none	5	none	7	none	1	none	3	none
6:00 PM													
TREE COMMITTEE	1st Tuesday	none	2	2	6	4	none	none	none	7	5	2	none
8:00 AM													

Audit Committee	Meetings as needed
Community Reinvestment Agency	Meetings as needed
Municipal Building Authority	Meetings as needed
Traverse Ridge Special Service District Administrative Control Board (TRSSD)	Meetings as needed

Dates in red have been changed or may be changed due to holidays.

Approved on 12-1-2026 by Resolution #26-51.

MEMO

To: City Council
From: Travis DeJong
Date: 2026-11-17
Re: Public Hearing: Providing Local Consent for a Special Use Permit for Wasatch Product Development LLC

Comments:

Wasatch Product Development LLC located at 427 W 11950 S is seeking Local Consent for a Special Use Permit to store and use alcohol in the manufacturing of products (topical cosmetics).

The findings for Local Consent approval are as follows:

-Per DCMC 6-4-040 (B) (2), a special use permittee operating on a for-profit basis must not be located within three hundred feet (300') of a community location (schools, churches, public libraries, public playgrounds and parks) as measured from the nearest patron entrance of the outlet by following the shortest route of ordinary pedestrian travel to the property boundary of the community location.

The applicant has met this requirement.

-DCMC 6-4-070 (E) places no restrictions on the total number of special use permits that can be granted by the City.

ATTACHMENTS:

Wasatch Product Development Local Consnet PowerPoint.pdf

Draper City Business Licensing
Special Use Permit

(Industrial or Manufacturing)

Wasatch Product Development LLC

427 W 11950 S
Draper, UT 84020

Travis DeJong

COMMUNITY DEVELOPMENT

Details



Location: 427 W 11950 S

Special Use Permits allow for the storage and use of alcohol in the manufacturing process.

COMMUNITY DEVELOPMENT

Draper City Code Distance Requirements
Special Use Permit

DCMC 6-4-040: LICENSE APPLICATION, LOCAL CONSENT, EXPIRATION AND RENEWAL:
(B) (2) (c) No … special use permit … shall not be issued wherein the premises would be located within…

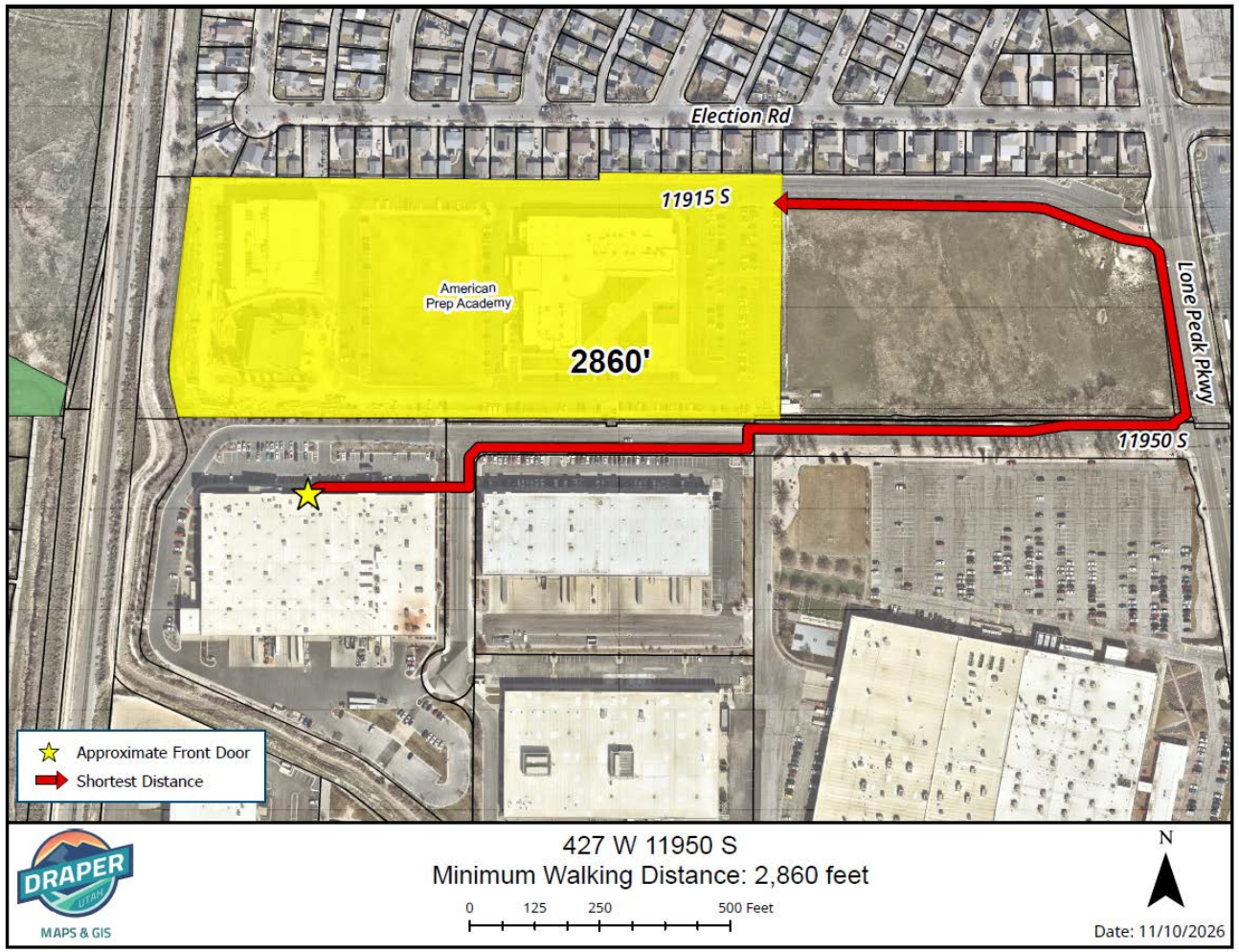
three hundred feet (300') of any community location as measured from the nearest patron entrance of the outlet by following the shortest route of ordinary pedestrian travel to the property boundary of a community location.

Community locations include:

- Schools
- Churches
- Public libraries
- Public playgrounds and parks

COMMUNITY DEVELOPMENT

300 ft. Distance Requirement (Ordinary Pedestrian Travel)



Entrance must be at least 300 ft., following the shortest pedestrian route, from a community location.

COMMUNITY DEVELOPMENT

Action:
Provide Local Consent
or
Deny Local Consent

DCMC 6-4-070: SPECIAL USE PERMITS

(E) Restrictions On Permits: There shall be no limitation on the number of special use permits granted by the City.

MEMO

To: City Council
From: Maryann DeHaven, AICP
Date: 2026-11-17
Re: Public Hearing: Ordinances #1745 and #1746

Comments:

This application is a request for approval of a Zoning Map Amendment and Development Agreement for approximately 1.67 acres located on the west side of 700 East, at approximately 12430 S. 700 East. The applicant is requesting to change the zoning of three properties and approval of a development agreement to modify certain development standards in conjunction with a single-family residential development.

The subject property is not a part of a previous subdivision. On July 9, 2026, the Planning Commission forwarded a positive recommendation to rezone the property to R4 (Single Family Residential, 10,000 sq. ft. minimum). The application was considered by the City Council at their meeting on August 4, 2026, and was continued to a date uncertain. In response to concerns raised at the City Council meeting, the applicant has proposed a Development Agreement to address the concerns.

The Zoning Map Amendment request is under consideration again by the Planning Commission in accordance with Utah Code §10-20-508. That section of state law permits a municipality to require a development agreement for developing land if the applicant has applied for a legislative or discretionary approval, including an approval relating to a zone change.

The Planning Commission will consider these items at their November 12, 2026 meeting. An update as to their recommendation on both items will be provided at the City Council meeting.

Zoning Map Amendment

Findings for approval:

1. The proposed zoning map amendment is consistent with goals, objectives, and policies of the city's general plan.
2. The proposed zoning map amendment is harmonious with the overall character of

existing development in the vicinity of the subject property.
3. The proposed zoning map amendment is consistent with the standards of any applicable overlay zone.
4. The proposed zoning map amendment will not adversely affect adjacent property.
5. There are adequate facilities and services intended to serve the subject property, including, but not limited to, roadways, parks and recreation facilities, police and fire protection, schools, stormwater drainage systems, water supplies, and wastewater and refuse collection.

Findings for denial:
1. The proposed zoning map amendment is not consistent with goals, objectives, and policies of the city's general plan.
2. The proposed zoning map amendment is not harmonious with the overall character of existing development in the vicinity of the subject property.
3. The proposed zoning map amendment will adversely affect adjacent property.

Development Agreement
Findings for approval:
1. The proposed development agreement complies with DCMC Subsections 9-5-200(C) and (D).

Findings for denial:
1. The proposed development agreement does not comply with all requirements of DCMC Subsections 9-5-200(C) and (D).

ATTACHMENTS:

Ordinance 1745 (ZMA).pdf
ATTACHMENTS:

Ordinance 1746 (DA).pdf
ATTACHMENTS:

11-12-2026 PC Staff Report (12430 S 700 E DA).pdf

ORDINANCE NO. 1745

AN ORDINANCE AMENDING THE OFFICIAL ZONING MAP OF DRAPER CITY FOR APPROXIMATELY 1.67 ACRES OF PROPERTY FROM RA1 (RESIDENTIAL AGRICULTURAL, 40,000 SQUARE FOOT MINIMUM AND RA2 (RESIDENTIAL AGRICULTURAL, 20,000 SQUARE FOOT MINIMUM) TO R4 (SINGLE FAMILY RESIDENTIAL, 10,000 SQUARE FOOT MINIMUM), LOCATED AT APPROXIMATELY 12430 S. 700 EAST WITHIN DRAPER CITY, OTHERWISE KNOWN AS THE 12430 S. 700 EAST ZONING MAP AMENDMENT.

WHEREAS, pursuant to State law, Draper City has adopted a Zoning Ordinance and Zoning Map to guide the orderly development and use of property within the City; and

WHEREAS, from time to time it is necessary to review and amend the Zoning Map to keep pace with development within the City and to ensure the provision of a variety of housing uses; and

WHEREAS, the proposed zone change set forth herein has been reviewed by the Planning Commission and the City Council, and all appropriate public hearings have been held in accordance with Utah law to obtain public input regarding the proposed revisions to the Zoning Map; and

WHEREAS, the Planning Commission has reviewed and made a recommendation to the City Council concerning the proposed amendment to the official Zoning Map of Draper City, and the City Council has found the proposed zone change to be consistent with the City's General Plan.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF DRAPER CITY, STATE OF UTAH:

Section 1. **Zoning Map Amendment**. The following described real property located at approximately 12430 S. 700 East within Draper City, Salt Lake County, State of Utah, previously zoned RA1 and RA2 as shown on the Draper City Zoning Map, as depicted in Exhibit "A" hereto, are hereby changed and rezoned to R4:

Commencing at the Southwest Corner of Section 29, Township 3 South, Range 1 East, Salt Lake Base and Meridian, and from which the West Quarter Corner of Said Section 29 bears N00°06'00"E; thence N45°41'48"E 410.19 feet to a brass cap marking the monument line of 700 East at 12500 South; thence N0°12'04"W along the monument line of 700 East (The Basis of Bearing) 290.74 feet and West 41.25 feet to the West Right of Way of 700 East, the Northeast Corner of Parcel 28-29-351-012 as described in a Warranty Deed Recorded as Entry No. 12120267 of the official records and point of beginning;

Thence coincident to said parcel S88°12’38”W 57.97 feet; thence S89°12’00”W 148.82 feet to a found 5/8” rebar and cap LS#5251295, marking a Southeast Corner of the 6th Street Cottages Subdivision; thence the following two courses and distances along said subdivision, (1) North 75.20 feet to a found 5/8” rebar and cap LS#5251295; (2) thence S89°12’00”W 107.76 feet to the Southeast corner of Parcel 28-30-478-007, described in a special warranty deed recorded as Entry No. 11509275 of the official records; thence N00°39’00”W 181.67 feet coincident to the East Line of said parcel; thence S89°30’00”E 129.82 feet; thence North 6.86 feet; thence S89°30’00”E 185.85 feet to the West right of way of 700 East; thence S00°12’04”E 255.57 feet along said right of way to the point of beginning.

Contains 72,874 SQ. FT. or 1.673 Acres

Section 2. **Severability Clause**. If any part or provision of this Ordinance is held invalid or unenforceable, such invalidity or unenforceability shall not affect any other portion of this Ordinance and all provisions, clauses and words of this Ordinance shall be severable.

Section 3. **Effective Date**. This Ordinance shall become effective immediately upon publication or posting, or 30 days after final passage, whichever is closer to the date of final passage.

PASSED AND ADOPTED BY THE CITY COUNCIL OF DRAPER CITY, STATE OF UTAH, ON THE _____ DAY OF_____, 2026.

DRAPER CITY

_____

Mayor Troy K. Walker

ATTEST:

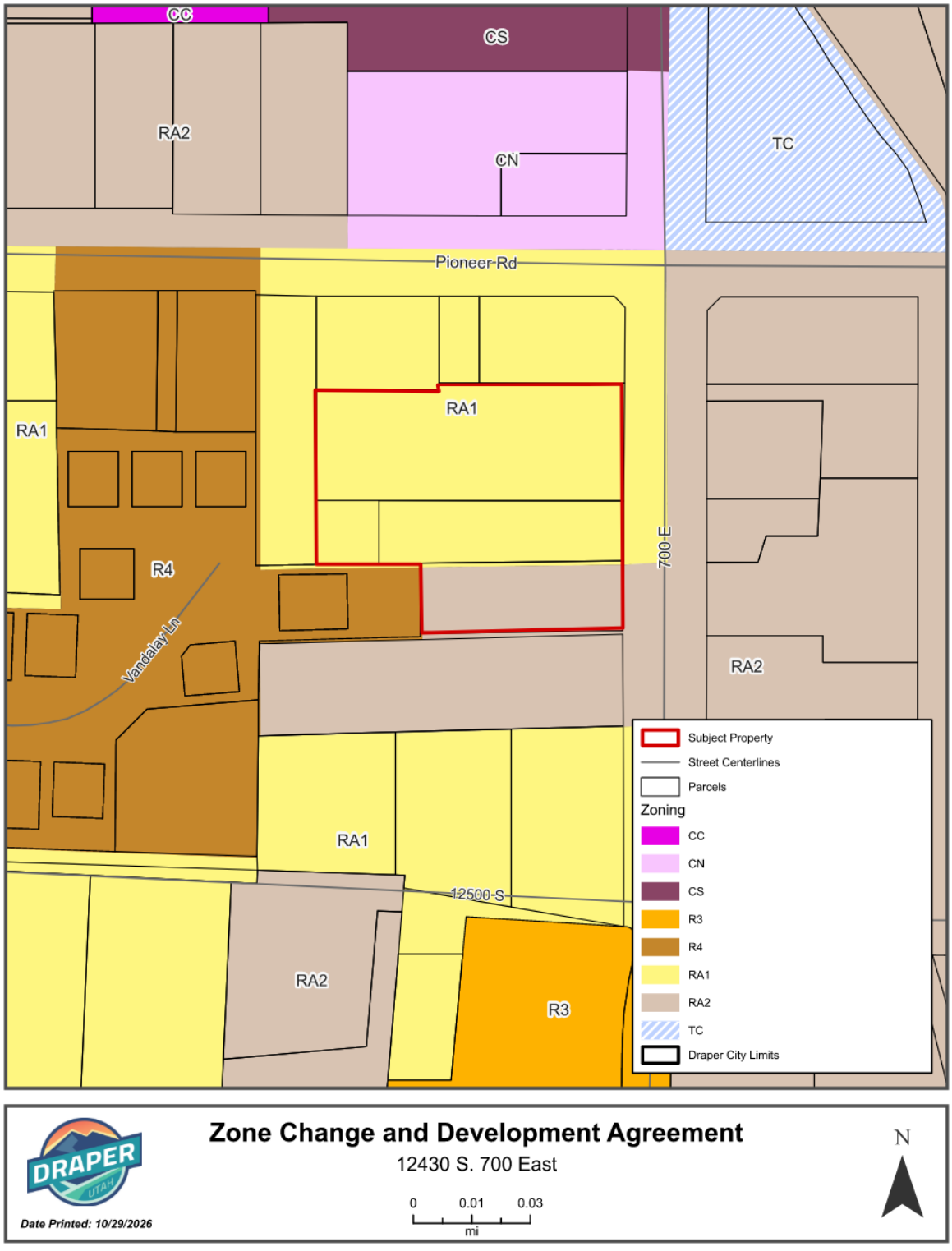
_____

Nicole Smedley, CMC, City Recorder

VOTE TAKEN:	YES	NO	ABSENT
Councilmember Green	____	____	____
Councilmember Johnson	____	____	____
Councilmember T. Lowery	____	____	____
Councilmember F. Lowry	____	____	____
Councilmember Dahlin	____	____	____
Mayor Walker	____	____	____

EXHIBIT A

12430 S. 700 EAST ZONING MAP AMENDMENT



ORDINANCE NO. 1746

AN ORDINANCE APPROVING THE 12430 S. 700 EAST DEVELOPMENT AGREEMENT FOR APPROXIMATELY 1.67 ACRES OF PROPERTY LOCATED AT APPROXIMATELY 12430 S. 700 EAST WITHIN DRAPER CITY.

WHEREAS, the Land Use and Development Code of the Draper City Municipal Code has been established to provide regulations concerning general developments within the City Boundaries; and

WHEREAS, the City Council hereby determines that it will be in the best interest of the City to allow development of the subject property in accordance with the Development Agreement; and

WHEREAS, the Development Agreement will allow modified development standards than would otherwise be allowed in the RA1 (Residential Agricultural, 40,000 square foot minimum and RA2 (Residential Agricultural, 20,000 square foot minimum) zones; and

WHEREAS, the Development Agreement will allow for development of a five-lot subdivision with larger side yard setbacks; and

WHEREAS, the proposed Development Agreement set forth herein has been reviewed by the Planning Commission and the City Council, and all appropriate public hearings have been held in accordance with Utah law to obtain public input regarding the proposed modifications to development standards; and

WHEREAS, the Planning Commission has reviewed and made a recommendation to the City Council concerning the proposed Development Agreement, and the City Council has found the proposed Development Agreement to be consistent with the City's General Plan.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF DRAPER CITY, STATE OF UTAH:

Section 1. **Development Agreement**. The City of Draper approves the Development Agreement provided in Exhibit A, otherwise known as the 12430 S. 700 East Development Agreement.

Section 2. **Severability Clause**. If any part or provision of this Ordinance is held invalid or unenforceable, such invalidity or unenforceability shall not affect any other portion of this Ordinance and all provisions, clauses and words of this Ordinance shall be severable.

Section 3. Correction of Editing Errors. The city attorney is authorized to correct any punctuation, spelling, formatting, clerical, or de minimum errors in Exhibit A prior to submitting the ordinance for publishing.

Section 4. Effective Date. This Ordinance shall become effective immediately upon publication or posting, or 30 days after final passage, whichever is closer to the date of final passage.

PASSED AND ADOPTED BY THE CITY COUNCIL OF DRAPER CITY, STATE OF UTAH, ON THE _____DAY OF_____, 2026.

DRAPER CITY

_____
Mayor Troy K. Walker

ATTEST:

_____
Nicole Smedley, CMC, City Recorder

VOTE TAKEN:	YES	NO	ABSENT
Councilmember Green	____	____	____
Councilmember Johnson	____	____	____
Councilmember T. Lowery	____	____	____
Councilmember F. Lowry	____	____	____
Councilmember Dahlin	____	____	____
Mayor Walker	____	____	____

EXHIBIT A

DEVELOPMENT AGREEMENT

MASTER DEVELOPMENT AGREEMENT
FOR
12430 SOUTH 700 EAST

Month xx, 20xx

EXAMPLE ONLY: MAY BE MODIFIED BY DRAPER CITY AT ANY TIME WITHOUT NOTICE.

WHEN RECORDED, RETURN TO:

Nicole Smedley
Draper City Recorder
1020 E Pioneer Rd.
Draper, UT 84020

MASTER DEVELOPMENT AGREEMENT
FOR
12430 S. 700 EAST

THIS MASTER DEVELOPMENT AGREEMENT is made and entered into as of the xx day of month, 20xx, by and between Draper City, a Utah municipality and Ivory Development, a LLC, incorporated in the state of Utah.

RECITALS

A. The capitalized terms used in this MDA and in these Recitals are defined in Section 1.2, below.

B. Master Developer owns and is developing the Property. *(Will own before execution of DA).*

C. Master Developer and the City desire that the Property be developed in a unified and consistent fashion pursuant to the Master Plan.

D. The Parties acknowledge that development of the Property pursuant to this MDA will result in significant planning and economic benefits to the City and its residents by, among other things requiring orderly development of the Property as an infill community known as 12430 S. 700 East and increasing property tax and other revenues to the City based on improvements to be constructed on the Property.

EXAMPLE ONLY: MAY BE MODIFIED BY DRAPER CITY AT ANY TIME WITHOUT NOTICE.

E. The Parties desire to enter into this MDA to specify the rights and responsibilities of the Master Developer to develop the Property as expressed in this MDA and the rights and responsibilities of the City to allow and regulate such development pursuant to the requirements of this MDA.

F. The Parties understand and intend that this MDA is a "development agreement" within the meaning of, and entered into pursuant to the terms of Utah Code Ann. §10-20-101 *et seq*.

G. Utah Code § 10-20-508 permits a municipality to require a development agreement for developing land if the applicant has applied for a legislative or discretionary approval, including an approval relating to a zone change.

H. This MDA conforms with the intent of the City's General Plan and the Zoning.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the City and Master Developer hereby agree to the following:

TERMS

1. Incorporation of Recitals and Exhibits/ Definitions.

1.1. **Incorporation.** The foregoing Recitals and Exhibits "A" - "C" are hereby incorporated into this MDA.

1.2. **Definitions.** As used in this MDA, the words and phrases specified below shall have the following meanings:

1.2.1. **Act** means the Municipal Land Use, Development, and Management Act, Utah Code Ann. § 10-20-101, *et seq*.

1.2.2. **Administrator** means the person designated by the City as the Administrator of this MDA.

1.2.3. **Applicant** means a person or entity submitting a Development Application.

1.2.4. **Buildout** means the completion of all of the development on the entire Project in accordance with the approved plans.

1.2.5. **City** means Draper City, a Utah municipality.

1.2.6. **City Consultants** means those outside consultants employed by the City in various specialized disciplines such as traffic, hydrology or drainage for reviewing certain aspects of the development of the Project.

1.2.7. **City's Future Laws** means the ordinances, policies, standards, and procedures which may be in effect as of a particular time in the future when a Development Application is submitted for a part of the Project and which may or may not be applicable to the Development Application depending upon the provisions of this MDA.

1.2.8. **City's Vested Laws** means the ordinances, policies, standards and procedures of the City in effect as of the date of this MDA, a digital copy of which is attached as Exhibit "C".

1.2.9. **Council** means the elected City Council of the City.

1.2.10. **Default** means a material breach of this MDA as specified herein.

EXAMPLE ONLY: MAY BE MODIFIED BY DRAPER CITY AT ANY TIME WITHOUT NOTICE.

1.2.11. **Denied** means a formal denial issued by the final decision-making body of the City for a particular type of Development Application but does not include review comments or "redlines" by City staff.

1.2.12. **Development** means the development of a portion of the Property pursuant to an approved Development Application.

1.2.13. **Development Application** means an application to the City for development of a portion of the Project including a Subdivision, Site Plan, or any other permit, certificate or other authorization from the City required for development of the Project.

1.2.14. **Final Plat** means the recordable map or other graphical representation of land prepared in accordance with Utah Code Ann. § 10-20-803 (2025), or any successor provision, and approved by the City, effectuating a Subdivision of any portion of the Project.

1.2.15. **Master Developer** means Ivory Development, and its assignees or transferees as permitted by this MDA.

1.2.16. **Master Plan** means the conceptual layout for the Project attached hereto as Exhibit "B".

1.2.17. **Maximum Residential Units** means the development on the Property five (5) Residential Dwelling Units

1.2.18. **MDA** means this Master Development Agreement including all of its Exhibits.

1.2.19. **Notice** means any notice to or from any Party to this MDA that is either required or permitted to be given to another party.

1.2.20. **Parcel** means a portion of the Property that is created by the Master Developer to be sold to a Subdeveloper as a Subdivision that is not an individually developable lot as specified in Section 5.9.

1.2.21. **Party/Parties** means, in the singular, Master Developer or the City; in the plural Master Developer and the City.

1.2.22. **Planning Commission** means the City's Planning Commission.

1.2.23. **Project** means the total development to be constructed on the Property pursuant to this MDA with the associated public and private facilities, and all of the other aspects approved as part of this MDA.

1.2.24. **Property** means the real property owned by and to be developed by Master Developer more fully described in Exhibit "A".

1.2.25. **Public Infrastructure** means those elements of infrastructure that are planned to be dedicated to the City as a condition of the approval of a Development Application.

1.2.26. **Residential Dwelling Unit** means a structure or portion thereof designed and intended for use as a single-family residences as illustrated on the Master Plan.

1.2.27. **Site Plan** shall have the same meaning specified in Section 9-3-040 of the City's Vested Laws.

1.2.28. **Site Plan Application** means the application to review and approve a site plan.

1.2.29. **Subdeveloper** means a person or an entity not "related" (as defined by Section 165 of the Internal Revenue Code) to Master Developer which purchases a Parcel for development.

1.2.30. **Subdivision** means the division of any portion of the Project into developable lots pursuant to State Law and/or the Zoning Ordinance.

1.2.31. **Subdivision Application** means the application to create a Subdivision.

1.2.32. **Zoning** means the zone for the Property adopted by the City established by the terms of this agreement.

1.2.33. **Zoning Ordinance** means the City's Land Use and Development Ordinance adopted pursuant to the Act that was in effect as of the date of this MDA as a part of the City's Vested Laws.

2. **Development of the Project.**

2.1. **Compliance with the Master Plan and this MDA.** Development of the Project shall be in accordance with the City's Vested Laws, the City's Future Laws (to the extent that these are applicable as otherwise specified in this MDA), the Master Plan and this MDA.

2.2. **Zone Change.** The Property shall be rezoned upon passage of this Agreement to the R4 Zone and all development standards of the R4 zone shall apply unless

otherwise defined in this Agreement.

2.3. **Density and Lot Sizes**. Development shall be limited to a maximum of five (5) residential lots. The subdivision shall include a mix of lots meeting the minimum lot area requirements of the R4 Zone. No lot shall be smaller than 10,000 square feet.

2.4. **Setbacks and Other Zoning Requirements**. All lots shall comply with R3 setback requirements.

2.5. **Frontage Landscaping**. The public right-of-way frontage along 700 East shall be landscaped in accordance with the standards of the Jordan Valley Water Conservancy District website. This landscaping shall be installed within two calendar years following plat recordation.

2.6. **Fencing**. Fencing along 700 East shall be optional. If installed, six-foot privacy fencing shall be permitted only within the portions of the frontage extending no more than sixty (60) lineal feet south from the northernmost property boundary and no more than sixty (60) lineal feet north from the southernmost property boundary. Fencing along the remaining 700 East frontage shall not exceed four (4) feet in height.

2.7. **Landscape Maintenance**. A homeowners association shall be established and shall be responsible for maintaining the landscaping within the public right-of-way frontage along 700 East.

2.8. **Limitation and No Guarantee.** Master Developer acknowledges that the development of the Maximum Residential Units and every other aspect of the

Master Plan requires that each Development Application comply with the City's Vested Laws including, without limitation, the City's geologic hazards requirements. The City's entry into this MDA does not guarantee that the Master Developer will be able to construct the Maximum Residential Units or any other aspect of the Project until and unless all the applicable requirements of the City's Vested Laws are complied with.

2.9. **Accounting for Residential Units for Parcels Sold to Subdevelopers.** Any Parcel sold by Master Developer to a Subdeveloper shall include the transfer of a specified portion of the Maximum Residential Units sold with the Parcel.

3. **Vested Rights.**

3.1. **Vested Rights Granted by Approval of this MDA.** To the maximum extent permissible under the laws of Utah and the United States and at equity, the Parties intend that this MDA grants Master Developer all rights to develop the Project in fulfillment of this MDA, the City's Vested Laws, the Zoning and the Master Plan except as specifically provided herein. The Parties specifically intend that this MDA grant to Master Developer "vested rights" as that term is construed in Utah's common law.

3.2. **Exceptions.** The restrictions on the applicability of the City's Future Laws to the Project as specified in Section 3.1 are subject to only the following exceptions:

3.2.1. Master Developer Agreement. City's Future Laws that Master Developer agrees in writing to the application thereof to the Project;

3.2.2. State and Federal Compliance. City's Future Laws which are generally applicable to all properties in the City and which are required to comply with State and Federal laws and regulations affecting the Project;

3.2.3. Codes. Any City's Future Laws that are updates or amendments to existing building, plumbing, mechanical, electrical, dangerous buildings, drainage, fire, or similar construction or safety related codes, such as the International Building Code, the APWA Specifications, AAHSTO Standards, the Manual of Uniform Traffic Control Devices or similar standards that are generated by a nationally or statewide recognized construction/safety organization, or by the State or Federal governments and are required to meet legitimate concerns related to public health, safety or welfare;

3.2.4. Taxes. Taxes, or modifications thereto, so long as such taxes are lawfully imposed and charged uniformly by the City to all properties, applications, persons and entities similarly situated;

3.2.5. Fees. Changes to the amounts of fees for the processing of Development Applications that are generally applicable to all development within the City (or a portion of the City as specified in the lawfully adopted fee schedule) and which are adopted pursuant to State law;

3.2.6. Impact Fees. Impact Fees or modifications thereto which are lawfully adopted, and imposed by the City and which meet all requirements of the U. S. Constitution, Utah Constitution, law and applicable statutes, including but not

limited to Utah Code Ann. Section 11-36a-101 *et seq.*;

3.2.7. Planning and Zoning Modification. Changes by the City to its planning principles and design standards such as architectural or design requirements, setbacks or similar items so long as such changes do not work to reduce the Maximum Residential Units, are generally applicable across the entire City and do not materially and unreasonably increase the costs of any Development; or

3.2.8. Compelling, Countervailing Interest. Laws, rules or regulations that the City's land use authority finds, on the record, are necessary to avoid jeopardizing a compelling, countervailing public interest.

4. **Term of Agreement.** The effective date of this MDA shall be month xx, 20xx. This MDA shall expire month xx, 20xx. If Master Developer has not been declared to be currently in Default as of month xx, 20xx (and if any such Default is not being cured) then this MDA shall be automatically extended until month xx, 20xx. This MDA shall also terminate automatically at Buildout.

5. **Processing of Development Applications.**

5.1. **Outsourcing of Processing of Development Applications.** Within twenty-one (21) calendar days after receipt of a Development Application and upon the request of Applicant the City and Applicant will confer to determine whether the City desires to Outsource the review of any aspect of the Development Application to ensure that it is processed on a timely basis. If the City determines that Outsourcing is necessary to ensure the timely processing of the Development Application then the City shall

promptly estimate the reasonably anticipated differential cost of Outsourcing in good faith consultation with the Applicant (either overtime to City employees or the hiring of a City Consultant). If Applicant notifies the City that it desires to proceed with the Outsourcing based on the City's estimate of costs then Applicant shall deposit in advance with the City the estimated differential cost and the City shall then promptly proceed with having the work Outsourced. Upon completion of the Outsourcing services and the provision by the City of an invoice (with such reasonable supporting documentation as may be requested by Applicant) for the actual differential cost (whether by way of paying a City Consultant or paying overtime to City employees) of Outsourcing, Applicant shall, within thirty (30) calendar days pay or receive credit (as the case may be) for any difference between the estimated differential cost deposited for the Outsourcing and the actual cost differential.

5.2. **Acceptance of Certifications Required for Development Applications.** Any Development Application requiring the signature, endorsement, or certification and/or stamping by a person holding a license or professional certification required by the State of Utah in a particular discipline shall be so signed, endorsed, certified or stamped signifying that the contents of the Development Application comply with the applicable regulatory standards of the City. The City should endeavor to make all of its redlines, comments or suggestions at the time of the first review of the Development Application unless any changes to the Development Application raise

new issues that need to be addressed.

5.3. **Independent Technical Analyses for Development Applications.** If the City needs technical expertise beyond the City's internal resources to determine impacts of a Development Application such as for structures, bridges, water tanks, and other similar matters which are not required by the City's Vested Laws to be certified by such experts as part of a Development Application, the City may engage such experts as City Consultants with the actual and reasonable costs being the responsibility of Applicant. The City Consultant undertaking any review by the City required or permitted by this MDA shall be selected from a list generated by the City for each such City review pursuant to a "request for proposal" process or as otherwise allowed by City ordinances or regulations. Applicant may, in its sole discretion, strike from the list of qualified proposers any of such proposed consultants so long as at least three (3) qualified proposers remain for selection. The anticipated cost and timeliness of such review may be a factor in choosing the expert. The actual and reasonable costs being the responsibility of Applicant.

5.4. **City Denial of a Development Application.** If the City denies a Development Application the City shall provide a written determination advising the Applicant of the reasons for denial including specifying the reasons the City believes that the Development Application is not consistent with this MDA, the Zoning and/or the City's Vested Laws (or, if applicable, the City's Future Laws).

5.5. **Meet and Confer regarding Development Application Denials.** The City and

Applicant shall meet within twenty-one (21) calendar days of any Denial to resolve the issues specified in the Denial of a Development Application.

5.6. **City Denials of Development Applications Based on Denials from Non-City Agencies.** If the City's denial of a Development Application is based on the denial of the Development Application by a Non-City Agency, Applicant shall appeal any such denial through the appropriate procedures for such a decision and not through the processes specified below.

5.7. **Mediation of Development Application Denials.**

5.7.1. Issues Subject to Mediation. Issues resulting from the City's Denial of a Development Application that the parties are not able to resolve by "Meet and Confer" shall be mediated.

5.7.2. Mediation Process. If the City and Applicant are unable to resolve a disagreement subject to mediation, the parties shall attempt within fifteen (15) calendar days to appoint a mutually acceptable mediator with knowledge of the legal issue in dispute. If the City and Applicant are unable to agree on a single acceptable mediator they shall each, within fifteen (15) calendar days, appoint their own representative. These two representatives shall, between them, choose the single mediator. Applicant and the City shall split the fees of the chosen mediator, each Party paying 50% of the fees. The chosen mediator shall within fifteen (15) calendar days, review the positions of the parties regarding the mediation issue and promptly attempt to mediate the issue between the

parties. If the parties are unable to reach agreement, the mediator shall notify the parties in writing of the ordinance that the mediator deems appropriate. The mediator's opinion shall not be binding on the parties.

5.8. **Arbitration of Development Application Objections.**

5.8.1. Arbitration Process. If the City and Applicant are unable to resolve an issue through mediation, the parties may then attempt within fifteen (15) calendar days to appoint a mutually acceptable arbitrator with knowledge of the legal issue in dispute. If the parties are unable to agree on a single acceptable arbitrator they shall each, within fifteen (15) calendar days, each Party shall appoint their own individual appropriate expert. These two experts shall, between them, choose the single arbitrator. Applicant and the City shall split the fees of the chosen arbitrator, each Party paying 50% of the fees. The chosen arbitrator shall within fifteen (15) calendar days, review the positions of the parties regarding the arbitration issue and render a decision. The arbitrator shall ask the prevailing party to draft a proposed order for consideration and objection by the other side. Upon adoption by the arbitrator, and consideration of such objections, the arbitrator's decision shall be final and binding upon both parties. If the arbitrator determines as a part of the decision that the City's or Applicant's position was not only incorrect but was also maintained unreasonably and not in good faith then the arbitrator may order the City or Applicant to pay the arbitrator's fees.

5.9. **Parcel Sales.** The City acknowledges that the precise location and details of the public improvements, lot layout and design and any other similar item regarding the development of a particular Parcel may not be known at the time of the creation of or sale of a Parcel. Master Developer may obtain approval of a Subdivision that does not create any individually developable lots in the Parcel without being subject to any requirement in the City's Vested Laws to complete or provide security for any Public Infrastructure at the time of such subdivision. The responsibility for completing and providing security for completion of any Public Infrastructure in the Parcel shall be that of the Master Developer or a Subdeveloper upon a subsequent re-Subdivision of the Parcel that creates individually developable lots. However, construction of improvements shall not be allowed until the Master Developer or Subdeveloper complies with the City's Vested Laws.

6. **Application Under City's Future Laws.** Without waiving any rights granted by this MDA, Master Developer may at any time, choose to submit a Development Application for all or part of the Project under the City's Future Laws in effect at the time of the Development Application so long as Master Developer is not in current breach of this Agreement.

7. **Public Infrastructure.**

7.1. **Construction by and Master Developer.** Master Developer shall have the right and the obligation to construct or cause to be constructed and installed all Public

Infrastructure reasonably and lawfully required as a condition of approval of the Development Application pursuant to the City's Vested Laws.

7.2. **Bonding.** If and to the extent required by the City's Vested Laws, unless otherwise provided by Chapter 10-20-807 of the Utah Code as amended, security for any Public or private Infrastructure is required by the City, the Applicant shall provide it in a form acceptable to the City as specified in the City's Vested Laws. Partial releases of any such required security shall be made as work progresses based on the City's Vested Laws.

8. **Upsizing/Reimbursements to Master Developer.**

8.1. **"Upsizing".** The City shall not require Master Developer to "upsize" any future Public Infrastructure (i.e., to construct the infrastructure to a size larger than required to service the Project) unless financial arrangements reasonably acceptable to Master Developer are made to compensate Master Developer for the incremental or additive costs of such upsizing. For example, if an upsizing to a water pipe size increases costs by 10% but adds 50% more capacity, the City shall only be responsible to compensate Master Developer for the 10% cost increase. An acceptable financial arrangement for upsizing of improvements means reimbursement agreements, payback agreements, and impact fee credits and reimbursements.

9. **Water System Maintenance.** Maintenance of the water system will be the responsibility of the homeowners' association.

9.1 **Private Community Responsibilities.**

9.1.1 **Post-Transfer Maintenance**. Once the water system has been completed and transferred, the homeowners' association will assume full responsibility for the ongoing maintenance, repairs, and upgrades of the water infrastructure. This includes ensuring compliance with water quality regulations, scheduling regular inspections, and promptly addressing any identified issues to prevent risks to public health and safety.

9.1.2 **Responsibility After City Water Meter.** All water infrastructure beyond the city water meter, including pipes and connections on private property, is the responsibility of the homeowners' association. The City is responsible only for infrastructure up to and including the water meter. Any issues beyond the meter, such as leaks or contamination, fall under the homeowners' association responsibility.

9.1.3 **Funding for Maintenance**. The homeowners' association will establish and manage a maintenance fund to cover the costs associated with the water system's upkeep. All residents will contribute to this fund through assessments or fees as determined by the homeowners' association.

9.1.4 **Third-Party Services.** The homeowners' association may hire licensed third-party contractors for specialized maintenance and repairs as needed. The homeowners' association will oversee these contracts and

ensure contractors comply with all relevant water safety standards.

9.2 **City Oversight and Intervention**. The City reserves the right to intervene if the homeowners' association fails to maintain the water system in a manner that ensures the health and safety of the public. If the City determines that the water infrastructure poses a risk to public health, it may step in to correct deficiencies at the homeowners' association expense. The Master Developer grants to the City an express right of entry in order to correct such deficiencies that are contemplated by this section. Additionally, the City has the authority to conduct routine flushing, water quality sampling, and other necessary testing to ensure compliance with health standards. However, the City is not responsible for any infrastructure failures, damages, or disruptions resulting from these activities or from issues within the private water system.

10. **Default.**

10.1. **Notice.** If Master Developer, a Subdeveloper, or the City fails to perform their respective obligations hereunder or to comply with the terms hereof, the Party believing that a Default has occurred shall provide Notice to the other Party. If the City believes that the Default has been committed by a Subdeveloper then the City shall also provide a courtesy copy of the Notice to Master Developer.

10.2. **Contents of the Notice of Default**. The Notice of Default shall:

10.2.1. Specific Claim. Specify the claimed event of Default;

10.2.2. Applicable Provisions. Identify with particularity the provisions of any

applicable law, rule, regulation or provision of this MDA that is claimed to be in Default;

10.2.3. Materiality. Identify why the Default is claimed to be material; and

10.2.4. Optional Cure. If the City chooses, in its discretion, it may propose a method and time for curing the Default which shall be of no less than thirty (30) calendar days duration.

10.3. **Meet and Confer, Mediation, Arbitration.** Upon the issuance of a Notice of Default the parties shall engage in the "Meet and Confer" and "Mediation" processes specified in Sections 5.5 and 5.7. If the claimed Default is subject to Arbitration as provided in Section 5.8 then the parties shall follow such processes.

10.4. **Remedies.** If the parties are not able to resolve the Default by "Meet and Confer" or by "Mediation", and if the Default is not subject to arbitration then the parties may have the following remedies, except as specifically limited in 9.9:

10.4.1. Law and Equity. All rights and remedies available at law and in equity, including, but not limited to, injunctive relief and/or specific performance.

10.4.2. Security. The right to draw on any security posted or provided in connection with the Project and relating to remedying of the particular Default.

10.4.3. Future Approvals. The right to withhold all further reviews, approvals, licenses, building permits and/or other permits for development of the Project in the case of a default by Master Developer, or in the case of a default by a Subdeveloper, development of those Parcels owned by the Subdeveloper until

the Default has been cured.

10.5. **Public Meeting.** Before any remedy in Section 9.4 may be imposed by the City the party allegedly in Default shall be afforded the right to attend a public meeting before the City Council and address the City Council regarding the claimed Default.

10.6. **Emergency Defaults.** Anything in this MDA notwithstanding, if the City Council finds on the record that a default materially impairs a compelling, countervailing interest of the City and that any delays in imposing such a default would also impair a compelling, countervailing interest of the City then the City may impose the remedies of Section 9.4 without the requirements of Sections 9.5. The City shall give Notice to Master Developer and/or any applicable Subdeveloper of any public meeting at which an emergency default is to be considered and the Master Developer and/or any applicable Subdeveloper shall be allowed to address the City Council at that meeting regarding the claimed emergency Default.

10.7. **Extended Cure Period.** If any Default cannot be reasonably cured within thirty (30) calendar days then such cure period shall be extended so long as the defaulting party is pursuing a cure with reasonable diligence.

10.8. **Default of Assignee.** A default of any obligations assumed by an assignee shall not be deemed a default of Master Developer.

10.9. **Limitation on Recovery for Default – No Damages.** Anything in this MDA notwithstanding no Party shall be entitled to any claim for any monetary damages as a result of any breach of this MDA and each Party waives any claims thereto. The

sole remedy available to Master Developer or any Subdeveloper shall be that of specific performance.

11. **Notices.** All notices required or permitted under this MDA shall, in addition to any other means of transmission, be given in writing by certified mail and regular mail to the following address:

To the Master Developer:

Peter Gamvroulas
Ivory Development, LLC
978 E Woodoak Lane
Salt Lake City, UT 84117
peterg@ivoryhomes.com
801-747-7000

With a Copy to:

Analise Wilson
Ivory Homes, LTD
978 E Woodoak Lane
Salt Lake City, UT 84117
awilson@ivoryhomes.com
801-747-7000

To the City:

Draper City
Attn: City Manager
Mike Barker
1020 East Pioneer Road
Draper, UT 84020
mike.barker@draperutah.gov
(801) 576-6500

With a Copy to:

Draper City

Attn: City Attorney
Traci Gundersen
1020 East Pioneer Road
Draper, UT 84020
traci.gundersen@draperutah.gov
(801) 576-6500

11.1. **Effectiveness of Notice.** Except as otherwise provided in this MDA, each Notice shall be effective and shall be deemed delivered on the earlier of:

11.1.1. Hand Delivery. Its actual receipt, if delivered personally, by courier service, or by facsimile provided that a copy of the facsimile Notice is mailed or personally delivered as set forth herein on the same day and the sending party has confirmation of transmission receipt of the Notice. If the copy is not sent on the same day, then notice shall be deemed effective the date that the mailing or personal delivery occurs.

11.1.2. Electronic Delivery. Its actual receipt if delivered electronically by email provided that a copy of the email is printed out in physical form and mailed or personally delivered as set forth herein on the same day and the sending party has an electronic receipt of the delivery of the Notice. If the copy is not sent on the same day, then notice shall be deemed effective the date that the mailing or personal delivery occurs.

11.1.3. Mailing. On the day the Notice is postmarked for mailing, postage prepaid, by First Class or Certified United States Mail and actually deposited in or delivered to the United States Mail. Any party may change its address for Notice

under this MDA by giving written Notice to the other party in accordance with the provisions of this Section.

12. **Headings.** The captions used in this MDA are for convenience only and are not intended to be substantive provisions or evidences of intent.

13. **No Third-Party Rights/No Joint Venture.** This MDA does not create a joint venture relationship, partnership or agency relationship between the City, or Master Developer. Further, the parties do not intend this MDA to create any third-party beneficiary rights. The Parties acknowledge that this MDA 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 unless the City has accepted the dedication of such improvements at which time all rights and responsibilities—except for warranty bond requirements under City's Vested Laws and as allowed by state law—for the dedicated public improvement shall be the City's.

14. **Assignability.** The rights and responsibilities of Master Developer under this MDA may be assigned in whole or in part, respectively, by Master Developer with the consent of the City as provided herein.

14.1. **Sale of Lots.** Master Developer's selling or conveying lots in any approved Subdivision or Parcels to builders, users, or Subdevelopers, shall not be deemed to be an "assignment" subject to the above-referenced approval by the City unless specifically designated as such an assignment by Master Developer.

14.2. **Related Entity.** Master Developer's transfer of all or any part of the Property to

any entity "related" to Master Developer (as defined by regulations of the Internal Revenue Service in Section 165), Master Developer's entry into a joint venture for the development of the Project or Master Developer's pledging of part or all of the Project as security for financing shall also not be deemed to be an "assignment" subject to the above-referenced approval by the City unless specifically designated as such an assignment by the Master Developer. Master Developer shall give the City Notice of any event specified in this sub-section within fifteen (15) calendar days after the event has occurred. Such Notice shall include providing the City with all necessary contact information for the newly responsible party.

14.3. **Notice.** Master Developer shall give Notice to the City of any proposed assignment and provide such information regarding the proposed assignee that the City may reasonably request in making the evaluation permitted under this Section. Such Notice shall include providing the City with all necessary contact information for the proposed assignee.

14.4. **Time for Objection.** Unless the City objects in writing within thirty (30) calendar days of notice, the City shall be deemed to have approved of and consented to the assignment.

14.5. **Partial Assignment.** If any proposed assignment is for less than all of Master Developer's rights and responsibilities then the assignee shall be responsible for the performance of each of the obligations contained in this MDA to which the assignee succeeds. Upon any such approved partial assignment Master Developer shall not

be released from any future obligations as to those obligations which are assigned but shall remain responsible for the performance of any obligations herein.

14.6. **Denial.** The City may only withhold its consent if the City is not reasonably satisfied of the assignee's financial ability to perform the obligations assigned by Master Developer, proposed to be assigned, or if there is an existing breach of a development obligation owed to the City by the assignee or related entity that has not either been cured or in the process of being cured in a manner acceptable to the City. Any refusal of the City to accept an assignment shall be subject to the "Meet and Confer" and "Mediation" processes specified in Sections 5.5 and 5.7. If the refusal is subject to Arbitration as provided in Section 5.8 then the Parties shall follow such processes.

14.7. **Assignees Bound by MDA.** Any assignee shall consent in writing to be bound by the assigned terms and conditions of this MDA as a condition precedent to the effectiveness of the assignment. That consent shall specifically acknowledge the provisions of Section 2.

15. **Binding Effect.** If Master Developer sells or conveys Parcels of lands to Subdevelopers or related parties, the lands so sold and conveyed shall bear the same rights, privileges, configurations, and number of Residential Dwelling Units as applicable to such Parcel and be subject to the same limitations and rights of the City when owned by or Master Developer and as set forth in this MDA without any required approval, review, or consent by the City except as otherwise provided herein.

16. **No Waiver.** Failure of any Party hereto to exercise any right hereunder shall not be deemed a waiver of any such right and shall not affect the right of such party to exercise at some future date any such right or any other right it may have.

17. **Severability.** If any provision of this MDA is held by a court of competent jurisdiction to be invalid for any reason, the Parties consider and intend that this MDA shall be deemed amended to the extent necessary to make it consistent with such decision and the balance of this MDA shall remain in full force and affect.

18. **Force Majeure.** Any prevention, delay or stoppage of the performance of any obligation under this Agreement which is due to strikes, labor disputes, inability to obtain labor, materials, equipment or reasonable substitutes therefor; acts of nature, governmental restrictions, regulations or controls, judicial orders, enemy or hostile government actions, wars, civil commotions, fires or other casualties or other causes beyond the reasonable control of the Party obligated to perform hereunder shall excuse performance of the obligation by that Party for a period equal to the duration of that prevention, delay or stoppage.

19. **Time is of the Essence.** Time is of the essence to this MDA and every right or responsibility shall be performed within the times specified.

20. **Appointment of Representatives.** To further the commitment of the Parties to cooperate in the implementation of this MDA, the City and Master Developer each shall designate and appoint a representative to act as a liaison between the City and its various departments and the Master Developer. The initial representative for the City shall be the

City Manager. The initial representative for Master Developer shall be Peter Gamvroulas. The Parties may change their designated representatives by Notice. The representatives shall be available at all reasonable times to discuss and review the performance of the Parties to this MDA and the development of the Project.

21. **Applicable Law.** This MDA is entered into in Salt Lake County in the State of Utah and shall be construed in accordance with the laws of the State of Utah irrespective of Utah's choice of law rules.

22. **Venue.** Any action to enforce this MDA shall be brought only in the Third District Court for the State of Utah, Salt Lake City Division.

23. **Entire Agreement.** This MDA, and all Exhibits thereto, is the entire agreement between the Parties and may not be amended or modified except either as provided herein or by a subsequent written amendment signed by all Parties.

24. **Mutual Drafting.** Each Party warrants that they have had the opportunity to be represented by competent legal counsel and have participated in negotiating and drafting this MDA; therefore, no provision of this MDA shall be construed for or against any Party based on which Party drafted any particular portion of this MDA.

25. **Recordation and Running with the Land.** This MDA shall be recorded in the chain of title for the Project. This MDA shall be deemed to run with the land. The data disk of the City's Vested Laws, Exhibit "C", shall not be recorded in the chain of title. A secure copy of Exhibit "C" shall be filed with the City Recorder and each party shall also have an identical copy.

26. **Authority.** The Parties to this MDA each warrant that they have all of the necessary authority to execute this MDA. Specifically, on behalf of the City, the signature of the City Manager of the City is affixed to this MDA lawfully binding the City pursuant to Ordinance No. ___ adopted by the City on month xx, 20xx.

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 herein above written.

MASTER DEVELOPER	CITY
Ivory Development, LLC	Draper City
_____	_____
By: _____	By: _____,
Its: _____	Its: City Manager
Date: _____	Date: _____
Approved as to form and legality:	Attest:
_____	_____
City Attorney	City Recorder

CITY ACKNOWLEDGMENT

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

On the _xx__ day of month, 20xx personally appeared before me _____who being by me duly sworn, did say that he is the City Manager of Draper City, a political subdivision of the State of Utah, and that said instrument was signed in behalf of the City by authority of its City Council and said City Manager acknowledged to me that the City executed the same.

_____
NOTARY PUBLIC

My Commission Expires: _____

Residing at: _____

MASTER DEVELOPER ACKNOWLEDGMENT

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

On the _xx__ day of month, 20xx, personally appeared before me _____, who being by me duly sworn, did say that he/she is the _____ of _____, a Utah _____ and that the foregoing instrument was duly authorized by the company at a lawful meeting held by authority of its operating agreement and signed in behalf of said company.

_____
NOTARY PUBLIC

My Commission Expires: _____

Residing at: _____

EXAMPLE ONLY: MAY BE MODIFIED BY DRAPER CITY AT ANY TIME WITHOUT NOTICE.

TABLE OF EXHIBITS

Exhibit “A”	Legal Description of Property
Exhibit “B”	Master Plan
Exhibit “C”	City’s Vested Laws

Exhibit "A"
Legal Description of Property

EXHIBIT A
LEGAL DESCRIPTION

PARCEL 1: 28-29-351-015

COMMENCING 832.76 FEET NORTH AND 255.8 FEET EAST FROM THE SOUTHWEST CORNER OF SECTION 29, TOWNSHIP 3 SOUTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN, THENCE NORTH 89°30' WEST 191.53 FEET, MORE OR LESS; THENCE SOUTH 6.77 FEET; THENCE NORTH 89°30' WEST 124.67 FEET, MORE OR LESS; THENCE SOUTH 115.91 FEET; THENCE EAST 316.2 FEET; THENCE NORTH 119.91 FEET TO THE POINT OF BEGINNING.

PARCEL 2: 28-29-351-005

COMMENCING AT A POINT 21.4 FEET NORTH OF THE SOUTHEAST CORNER OF LOT 7, BLOCKS 7 AND DRAPERVILLE, A SUBDIVISION OF PART OF SECTIONS 29 AND 30, TOWNSHIP 3 SOUTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN, AND RUNNING THENCE NORTH 60 FEET; THENCE SOUTH 89°12' WEST 226 FEET; THENCE SOUTH 60 FEET; THENCE NORTH 89°12' EAST 226 FEET TO THE PLACE OF BEGINNING.

TOGETHER WITH THE CONTIGUOUS PLOT OF GROUND DESCRIBED MORE PARTICULARLY AS FOLLOWS:

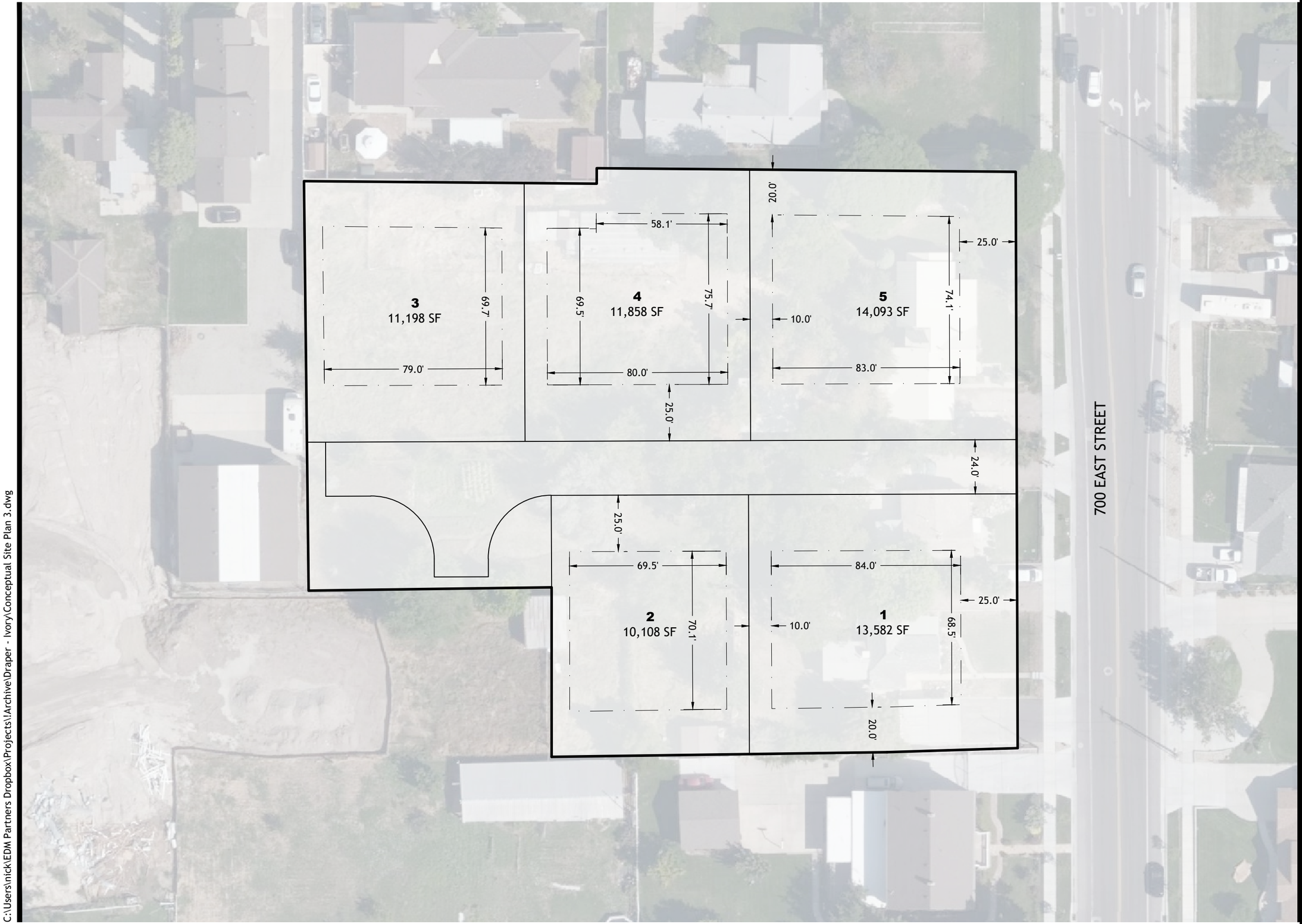
BEGINNING AT A POINT 661 FEET NORTH FROM THE SOUTHEAST CORNER OF SECTION 30, TOWNSHIP 3 SOUTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN, AND RUNNING THENCE WEST 61 FEET; THENCE NORTH 60 FEET; THENCE EAST 90.2 FEET; THENCE SOUTH 60 FEET; THENCE WEST 29.2 FEET TO THE POINT OF BEGINNING.

PARCEL 3: 28-29-351-006

BEGINNING AT A POINT 648.4 FEET NORTH AND 45.6 FEET EAST FROM THE SOUTHWEST CORNER OF SECTION 29, TOWNSHIP 3 SOUTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN, AND RUNNING THENCE NORTH 89°12' EAST 210.2 FEET; THENCE SOUTH 72 FEET; THENCE SOUTH 89°12' WEST 211 FEET; THENCE NORTH 72 FEET TO THE POINT OF BEGINNING.

Exhibit "B"
Master Plan

EXAMPLE ONLY: MAY BE MODIFIED BY DRAPER CITY AT ANY TIME WITHOUT NOTICE.



EDM Partners
2815 East 3300 South
Salt Lake City, UT 84109
(801) 305-4670
www.edmpartners.com

NORTH

SCALE: 1" = 40'

0 20 40

IVORYHOMES
Utah's Number One Homebuilder

R3 SETBACKS

FRONT	25'
REAR	20'
SIDE	10'
SIDE CORNER	25'

STATISTICS

TOTAL AREA	1.67 ACRES
SINGLE FAMILY LOTS	5
DENSITY	2.99 DU/AC

DISCLAIMER:

ARTIST RENDERING ONLY. PLAN MAY BE ALTERED, OR CHANGED AT ANY TIME. IT IS FURNISHED MERELY AS A CONVENIENCE TO AID YOU IN LOCATING THE LAND INDICATED HEREON WITH REFERENCES TO STREETS AND OTHER LAND. NO LIABILITY IS ASSUMED BY REASON OF ANY RELIANCE HEREON.

INFORMATION SHOWN ON THIS PLAN IS CREATED FROM GIS DATA PROVIDED BY UTAH AGRC. IT IS NOT CREATED FROM LAND SURVEY INFORMATION AND IS USED TO IDENTIFY THE GENERAL LOCATION OF THE FEATURES SHOWN.

Draper Parcel

Conceptual Site Plan

DATE: **10/01/26**

SHEET NUMBER:

C-2

C:\Users\nick\EDM Partners Dropbox\Projects\!Archive\Draper - Ivory\Conceptual Site Plan 3.dwg

Exhibit "C"
City's Vested Laws

Vested laws on file with the Draper City Recorders Office.

EXAMPLE ONLY: MAY BE MODIFIED BY DRAPER CITY AT ANY TIME WITHOUT NOTICE.

Development Review Committee
1020 East Pioneer Road
Draper, UT 84020
November 3, 2026

To: Draper City Planning Commission
Business Date: November 12, 2026

From: Development Review Committee

Prepared By: Maryann DeHaven, AICP, Planner III
Planning Division
Community Development Department
801-576-6391, maryann.dehaven@draperutah.gov

Re: 12430 S. 700 East DA – Zoning Map Amendment and Development Agreement Requests

Application Nos.:	2026-0103-MA and 2026-0225-DA
Applicant:	Peter Gamvroulas of Ivory Homes, representing JDAWS Rentals, LLC
Project Location:	Approximately 12430 S. 700 East
Current Zoning:	RA1 (Residential Agricultural, 40,000 sq. ft. lot minimum) and RA2 (Residential Agricultural, 20,000 sq. ft. lot minimum)
Acreage:	Approximately 1.67 acres (approximately 72,745 sq. ft.)
Request:	Request to amend the zoning designation from RA1 and RA2 to R4 (Single Family Residential, 10,000 sq. ft. lot minimum) and approval of a Development Agreement to modify development standards in conjunction with a single-family residential development.

BACKGROUND AND SUMMARY

This application is a request for approval of a Zoning Map Amendment and Development Agreement for approximately 1.67 acres located on the west side of 700 East, at approximately 12430 S. 700 East (Exhibits B and C). The applicant is requesting to change the zoning of three properties and approval of a development agreement to modify certain development standards in conjunction with a single-family residential development.

The subject property is not a part of a previous subdivision. On July 9, 2026, the Planning Commission forwarded a positive recommendation to rezone the property to R4 (Single Family Residential, 10,000 sq. ft. minimum). The application was considered by the City Council at their meeting on August 4, 2026, and was continued to a date uncertain. In response to concerns raised at the City Council meeting, the applicant has proposed a Development Agreement to address the concerns.

The Zoning Map Amendment request is under consideration again by the Planning Commission in accordance with Utah Code §10-20-508. That section of state law permits a municipality to require a development agreement for developing land if the applicant has applied for a legislative or discretionary approval, including an approval relating to a zone change. The Planning Commission needs to make a recommendation on both applications at the same time. There is no change to the Zoning Map Amendment application that was previously considered.

ANALYSIS

General Plan and Zoning.

Table 1	General Plan and Zoning Designations	Exhibit
Existing Land Use	Residential Medium Density	Exhibit E
Current Zoning	RA1 and RA2	Exhibit F
Proposed Land Use	Residential Medium Density	
Adjacent Zoning		
East	R4	
West	RA2	
North	RA1	
South	RA2	

The Residential Medium Density land use designation is characterized as follows:

Residential Medium Density

LAND USE DESCRIPTION		
CHARACTERISTICS	• Preservation of large tracts of open space, rather than open space contained primarily in individual subdivision lots • Variations and mixing of lot sizes, setbacks, and residential development forms • Minimal fronting of homes on major streets • Provision for trails that allow interconnectivity to other existing or proposed trails • Discourage "piecemeal" infrastructure installation • Trees and abundant landscaping, encouraging low water use and native plants	
LAND USE MIX	Primary • Single-family detached homes	Secondary • Parks • Churches • Schools • Open Space
DENSITY	• Density range: 2-4 dwelling units per acre	
COMPATIBLE ZONING	• Residential Agricultural (RA2) • Single-family Residential (R3) • Single-family Residential (R4) • Master Planned Community (MPC)	
OTHER CRITERIA	• Preservation of environmental features usually requires a master-planned or cluster development. Increased densities within these areas would be allowed only with compliance to specified performance standards and impact mitigation measures	

According to Draper City Municipal Code (DCMC) Section 9-8-020 the purpose of the RA1 and RA2 zones is to *"foster low density development with little impact on its surroundings and municipal services; to generally preserve the character of the city's semirural areas; and to promote and preserve conditions favorable to large lot family life, including the keeping of limited numbers of animals and fowl. The predominant use in these zones is intended to be detached single-family dwellings, protected from encroachment by commercial and industrial uses."*

Zoning Map Amendment. The applicant has requested the R4 zoning designation for the property (Exhibit B). According to DCMC Section 9-8-020, the purpose of the R4 zone is to *"permit medium to medium-high density residential developments with single-family homes. These zones are intended to foster thriving and well maintained neighborhoods that allow upscale single-family homes on smaller lots that require less maintenance and provide a balanced lifestyle."* The R4 zoning designation is a compatible zoning designation with the existing Residential Medium Density land use designation.

The applicant is requesting the change to enable creation of a future single-family subdivision with five single family lots and a private access road with one access point on 700 East (Exhibit G). Any future subdivision will need to meet all minimum standards of the DCMC, including any private roads.

Development Agreement.
The applicant is proposing a Development Agreement (Exhibit F). Development is limited to a maximum of five residential lots. The subdivision shall include a mix of lots meeting the minimum lot area requirements of the R3 (13,000 square foot minimum) and R4 (10,000 square foot minimum) zones and no lot shall be smaller than 10,000 square feet. The applicant has indicated that regardless of the size of the lots, they will comply with the minimum setbacks for the R3 zone. All other zoning standards of the R4 zone will apply to the lots. Below is a comparison of the R3 and R4 setbacks:

Table 2

Setback	R3 Requirement	R4 Requirement
Front	25 ft.	25 ft.
Side	10 ft.	8 ft.
Rear	20 ft.	20 ft.
Corner Front	25 ft.	25 ft.
Corner Rear	10 ft.	8 ft.

In exchange for these allowances from the City, the applicant has agreed to install landscaping along the public right-of-way in accordance with the standards of the Jordan Valley Water Conservancy District. The development agreement will ensure the park strip is landscaped to these standards and then is subsequently maintained by an HOA. The applicant has also included specific fencing standards for the 700 East frontage. Fencing is optional and the only six-foot tall fences allowed will effectively be for the rear yard areas of the two corner lots along 700 East. If fencing is proposed along 700 East outside of the rear yards it will be limited to four feet in height so that the subdivision is not 'walled off from 700 East. This section of the Development Agreement will ensure that specific current standards of the DCMC are implemented.

Criteria For Approval.
A Zoning Map Amendment is a matter committed to the legislative discretion of the City Council and is not controlled by any one standard. However, in making a recommendation to the City Council, the Planning Commission should consider the following factors in Section 9-5-060(E) of the DCMC:

1. *Map Amendments:*
    a. *Whether the proposed amendment is consistent with goals, objectives and policies of the city's general plan;*

b. Whether the proposed amendment is harmonious with the overall character of existing development in the vicinity of the subject property;

c. Whether the proposed amendment is consistent with the standards of any applicable overlay zone;

d. The extent to which the proposed amendment may adversely affect adjacent property; and

e. The adequacy of facilities and services intended to serve the subject property, including, but not limited to, roadways, parks and recreation facilities, police and fire protection, schools, stormwater drainage systems, water supplies, and wastewater and refuse collection.

The DCMC does not contain criteria for review and potential approval of a Development Agreement. It does, however; contain a list of items that are required as part of an Agreement and limitations to a Development Agreement, as found in DCMC Sections 9-5-200(C) and (D). This section depicts the required materials for such requests as:

C. Procedure: All development agreements, upon proper execution, shall be recorded with the respective County Recorder's Office, shall run with the land, and shall be binding on all successors in the ownership of the affected property. A development agreement shall contain, at a minimum, the following:

1. A legal description of the land subject to the development agreement.

2. The restrictions or conditions to be attached to the property including development standards and the provision of public facilities.

3. The configuration of the project as shown on a project master plan.

4. A statement of the benefits and value the development agreement will have for the City as a whole, including, but not limited to, assurances of design standards, dedication and improvement of open space, parks, trails, amenities, or infrastructure such as public rights-of-way or utilities.

5. The time frames for performance by the parties.

6. A description of the various City approvals required before the commencement of construction and other procedures that will be required after approval of the development agreement.

7. Provisions for enforcement of the terms and conditions of the development agreement.

8. Provisions for making amendments to the development agreement.

9. The time limitation of the agreement.

10. Such other terms as may be proposed and agreed to between the City and developer or subdivider.

D. Limitations:

1. A development agreement under this section may not:

a. Limit the City's authority in the future to:

i. Enact a land use regulation; or

ii. Take any action allowed under Utah Code Annotated Section 10-8-84, as amended;

b. Require the City to change the zoning designation of an area of land within the City in the future; or

c. Contain a term that conflicts with, or is different from, a standard set forth in an existing land use regulation that governs the area subject to the development agreement, unless the city council approves the development agreement in accordance with the same procedures for enacting a land use regulation under Utah Code Annotated Section 10-9a-502, including a review and recommendation from the planning commission and a public hearing.

2. The City may not require a development agreement as the only option for developing land within the City.

3. The City may require a development agreement for developing land within the City if the applicant has applied for a legislative or discretionary approval, including an approval relating to:

a. the height of a structure;

b. a parking or setback exception;

c. a density transfer or bonus;

d. a development incentive;

e. a zone change; or

f. an amendment to a prior development agreement.

4. The City may not require a development agreement as a condition for developing land within the City if:

a. the development otherwise complies with applicable statute and City ordinances;

b. the development is an allowed or permitted use; or

c. the City's land use regulations otherwise establish all applicable standards for development on the land.

5. The City may submit to the County Recorder's office for recording:

a. a fully executed agreement; or

b. a document related to:

i. code enforcement;

ii. a special assessment area;

iii. a local historic district boundary; or

iv. the memorializing of enforcement of an agreed upon restriction, incentive, or covenant.

6. Subject to 9-5-200(D)(5), the City may not cause to be recorded against private real property a document that imposes development requirements, development regulations, or development controls on the property.

7. To the extent that a development agreement does not specifically address a matter or concern related to land use or development, the matter or concern

is governed by;

a. Utah Code Annotated 10-9a-530, as amended; and

b. Applicable land use regulations of this Title.

REVIEWS

Planning Division Review. The Draper City Planning Division has completed their review of the Zoning Map Amendment and Development Agreement submissions. Comments from this division, if any, can be found in Exhibit A.

Engineering and Public Works Divisions Review. The Draper City Engineering and Public Works Divisions have completed their review of the Zoning Map Amendment and Development Agreement submissions. Comments from these divisions, if any, can be found in Exhibit A.

Building Division Review. The Draper City Building Division has completed their review of the Zoning Map Amendment and Development Agreement submissions. Comments from this division, if any, can be found in Exhibit A.

Fire Division Review. The Draper City Fire Marshal has completed his review of the Zoning Map Amendment and Development Agreement submissions. Comments from this division, if any, can be found in Exhibit A.

Legal Division Review. The Draper City Attorney has completed his review of the Zoning Map Amendment and Development Agreement submissions. Comments from this division, if any, can be found in Exhibit A.

Noticing. Notice has been properly issued in the manner outlined in the City and State Codes.

STAFF RECOMMENDATION

After reviewing the application, staff recommends that the Planning Commission forward a positive recommendation to the City Council for approval of the proposed Zoning Map Amendment and Development Agreement. The Planning Commission should also review the request, hear from the applicant, and receive public comment as applicable to the application. The staff recommendation is based upon the following:

1. The proposed amendment is consistent with goals, objectives, and policies of the city's general plan;
2. The proposed amendment is harmonious with the overall character of existing development in the vicinity of the subject property;

3. There is adequate facilities and services to serve the subject property, including, but not limited to, roadways, parks and recreation facilities, police and fire protection, schools, stormwater drainage systems, water supplies, and wastewater and refuse collection.
4. The proposed development agreement complies with DCMC Subsections 9-5-200(C) and (D).

MODEL MOTIONS AND FINDINGS

Zoning Map Amendment

Sample Motion for Positive Recommendation – I move that we forward a positive recommendation to the City Council for the Zoning Map Amendment, as requested by Peter Gamvroulas of Ivory Homes, representing JDAWS Rentals, LLC, application 2026-0103-MA, based on the findings for approval listed in the Staff Report dated November 3, 2026.

Findings for Approval:

1. The proposed zoning map amendment is consistent with goals, objectives, and policies of the city's general plan.
2. The proposed zoning map amendment is harmonious with the overall character of existing development in the vicinity of the subject property.
3. The proposed zoning map amendment is consistent with the standards of any applicable overlay zone.
4. The proposed zoning map amendment will not adversely affect adjacent property.
5. There are adequate facilities and services intended to serve the subject property, including, but not limited to, roadways, parks and recreation facilities, police and fire protection, schools, stormwater drainage systems, water supplies, and wastewater and refuse collection.

Sample Motion for Modified Positive Recommendation – I move that we forward a positive recommendation to the City Council for the Zoning Map Amendment, as requested by Peter Gamvroulas of Ivory Homes, representing JDAWS Rentals, LLC, application 2026-0103-MA, based on the findings for approval listed in the Staff Report dated November 3, 2026 and as modified by additional findings as follows:

1. (List additional findings for approval…)

Sample Motion for Negative Recommendation – I move that we forward a negative recommendation to the City Council for the Zoning Map Amendment, as requested by Peter Gamvroulas of Ivory Homes, representing JDAWS Rentals, LLC, application 2026-0103-MA, based on the findings for denial listed in the Staff Report dated November 3, 2026.

Findings for Denial:

1. The proposed zoning map amendment is not consistent with goals, objectives, and policies of the city's general plan.
2. The proposed zoning map amendment is not harmonious with the overall character of existing development in the vicinity of the subject property.
3. The proposed zoning map amendment will adversely affect adjacent property.

Development Agreement

Sample Motion for Positive Recommendation – I move that we forward a positive recommendation to the City Council for the Development Agreement, as requested by Peter Gamvroulas of Ivory Homes, representing JDAWS Rentals, LLC, application. 2026-0225-DA, based on the following findings for approval listed in the Staff Report dated November 3, 2026.

Findings for Approval:

1. The proposed development agreement complies with DCMC Subsections 9-5-200(C) and (D).

Sample Motion for Modified Positive Recommendation – I move that we forward a positive recommendation to the City Council for the Development Agreement, as requested by Peter Gamvroulas of Ivory Homes, representing JDAWS Rentals, LLC, application. 2026-0225-DA, based on the findings for approval of a Development Agreement as listed in the Staff Report dated November 3, 2026 and as modified by additional findings or recommendations as follows:

1. List additional findings for approval…
2. List any specific recommendations…

Sample Motion for Negative Recommendation – I move that we forward a negative recommendation to the City Council for the Development Agreement, as requested by Peter Gamvroulas of Ivory Homes, representing JDAWS Rentals, LLC, application. 2026-0225-DA, based on the following findings for denial listed in the Staff Report dated November 3, 2026.

Findings for Denial:

1. The proposed development agreement does not comply with all requirements of DCMC Subsections 9-5-200(C) and (D).

DEVELOPMENT REVIEW COMMITTEE ACKNOWLEDGEMENT

We, the undersigned, as duly appointed members of the Draper City Development Review Committee, do acknowledge that the application which provides the subject for this staff report has been reviewed by the Committee and has been found to be appropriate for review by the Draper City Planning Commission and/or City Council.

Brien Maxfield
Digitally signed by Brien Maxfield
DN: C=US, E=brien.maxfield@draperutah.gov, O=Draper, OU=Public Works - Engineering, CN=Brien Maxfield
Date: 2026.11.04 09:55:54-07'00'

Draper City Public Works Department

Todd Draper
Digitally signed by Todd Draper
DN: C=US, E=todd.draper@draperutah.gov, O=Draper City Community Development Department, OU=Planning and Zoning, CN=Todd Draper
Date: 2026.11.04 13:04:01-07'00'

Draper City Planning Division

Don Buckley
Digitally signed by Don Buckley
DN: C=US, E=don.buckley@draper.ut.us, O=Draper City Fire Department, OU=Fire Marshal, CN=Don Buckley
Date: 2026.11.04 07:51:45-07'00'

Draper City Fire Department

Draper City Legal Counsel

Matthew Symes
Digitally signed by Matthew Symes
DN: C=US, E=matt.symes@draperutah.gov, O=Draper City Corp., CN=Matthew Symes
Date: 2026.11.03 13:21:11-07'00'

Draper City Building Division

EXHIBIT A
DEPARTMENT REVIEWS

REVIEWS ARE NOT MEANT TO BE AN ALL INCLUSIVE LIST OF POSSIBLE COMMENTS OR CONDITIONS.

Planning Division Review.

1. No additional comment.

Engineering and Public Works Divisions Review.

1. No additional comment.

Building Division Review.

1. No additional comment.

Fire Division Review.

1. No additional comment.

Legal Division Review.

1. No additional comment.

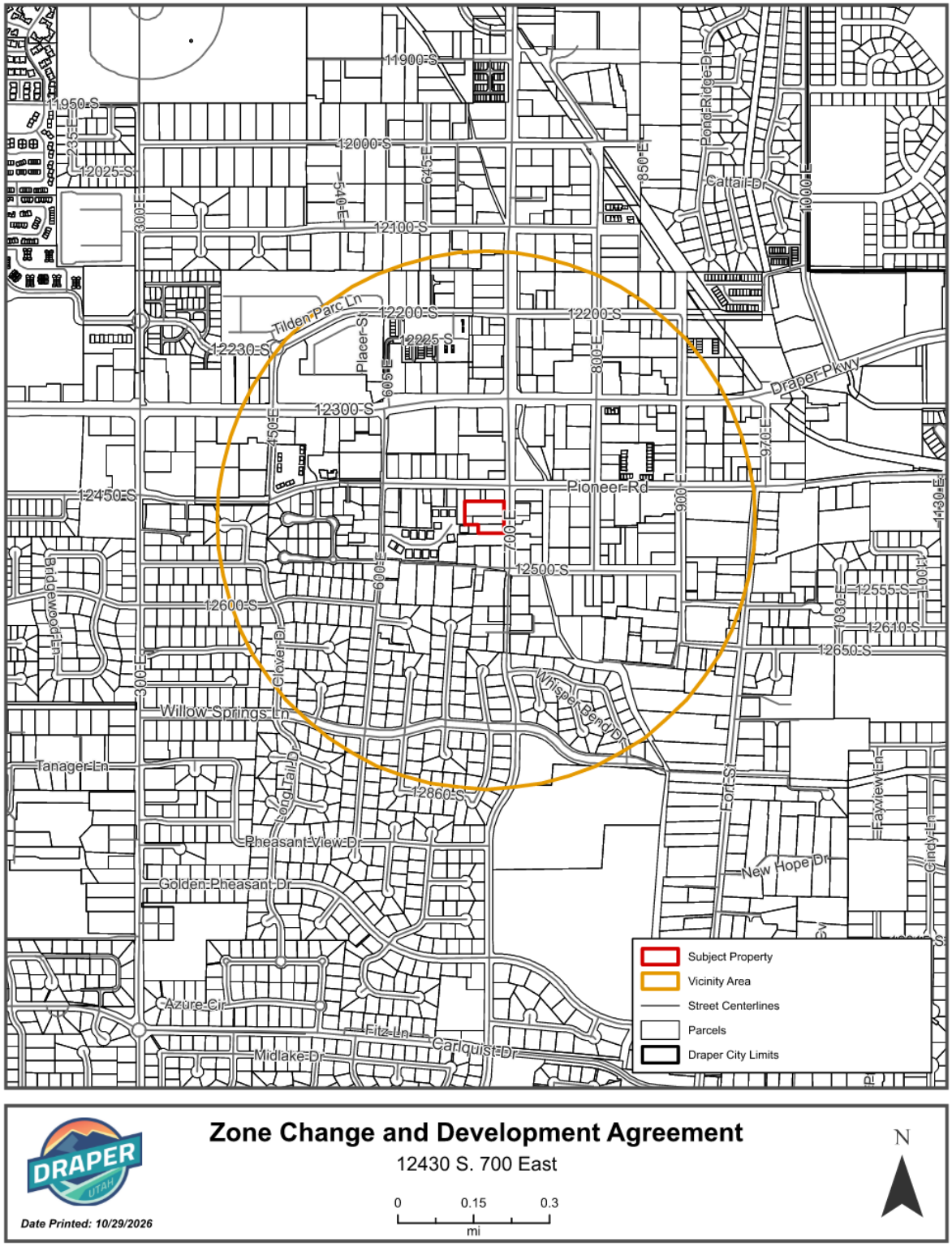
EXHIBIT B
LEGAL DESCRIPTION

Commencing at the Southwest Corner of Section 29, Township 3 South, Range 1 East, Salt Lake Base and Meridian, and from which the West Quarter Corner of Said Section 29 bears N00°06'00"E; thence N45°41'48"E 410.19 feet to a brass cap marking the monument line of 700 East at 12500 South; thence N0°12'04"W along the monument line of 700 East (The Basis of Bearing) 290.74 feet and West 41.25 feet to the West Right of Way of 700 East, the Northeast Corner of Parcel 28-29-351-012 as described in a Warranty Deed Recorded as Entry No. 12120267 of the official records and point of beginning;

Thence coincident to said parcel S88°12'38"W 57.97 feet; thence S89°12'00"W 148.82 feet to a found 5/8" rebar and cap LS#5251295, marking a Southeast Corner of the 6th Street Cottages Subdivision; thence the following two courses and distances along said subdivision, (1) North 75.20 feet to a found 5/8" rebar and cap LS#5251295; (2) thence S89°12'00"W 107.76 feet to the Southeast corner of Parcel 28-30-478-007, described in a special warranty deed recorded as Entry No. 11509275 of the official records; thence N00°39'00"W 181.67 feet coincident to the East Line of said parcel; thence S89°30'00"E 129.82 feet; thence North 6.86 feet; thence S89°30'00"E 185.85 feet to the West right of way of 700 East; thence S00°12'04"E 255.57 feet along said right of way to the point of beginning.

Contains 72,874 SQ.FT. or 1.673 Acres

EXHIBIT C
VICINITY MAP



Zone Change and Development Agreement

12430 S. 700 East

0 0.15 0.3
mi

N

Date Printed: 10/29/2026

EXHIBIT D
AERIAL MAP



EXHIBIT E
LAND USE MAP

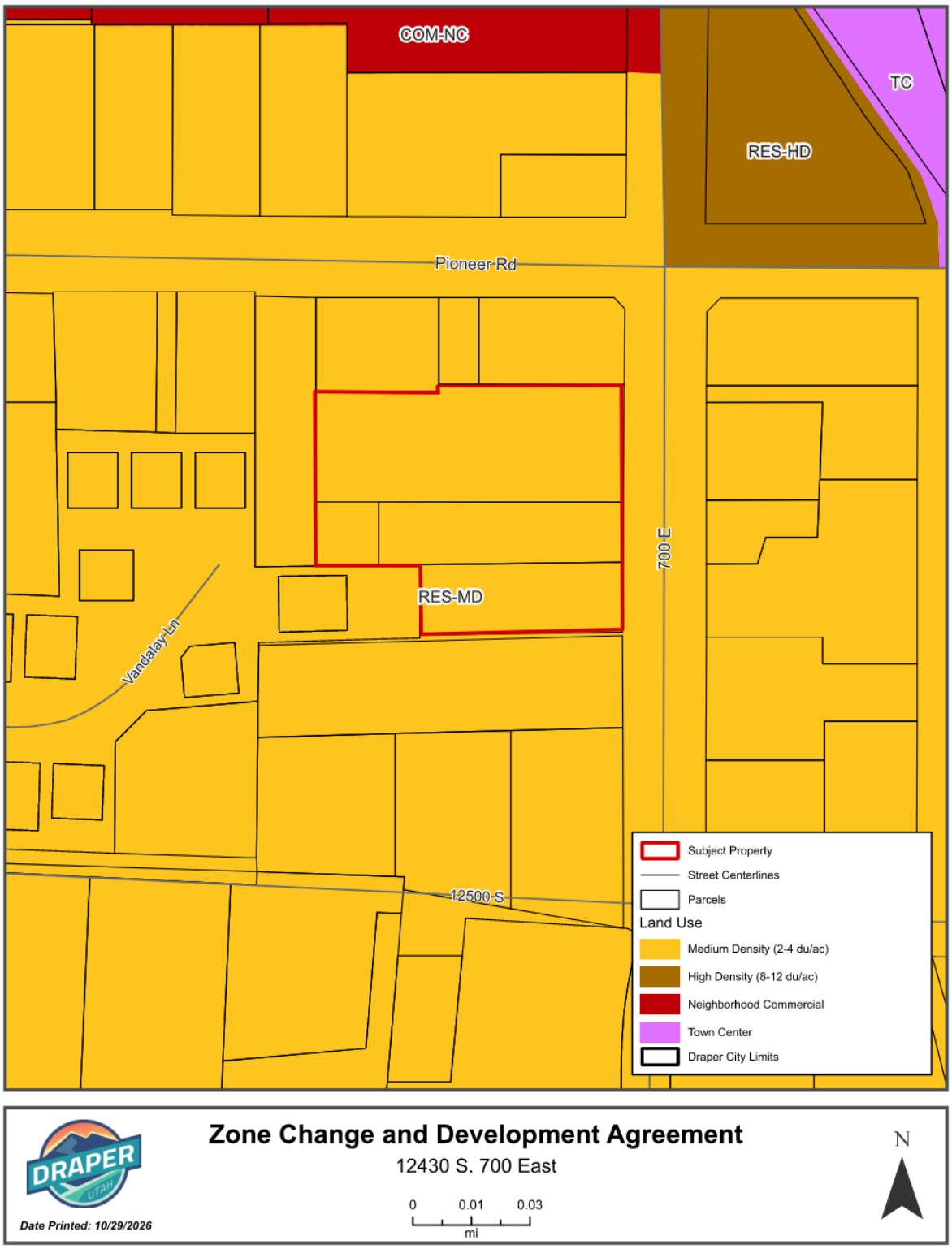


EXHIBIT F
ZONING MAP

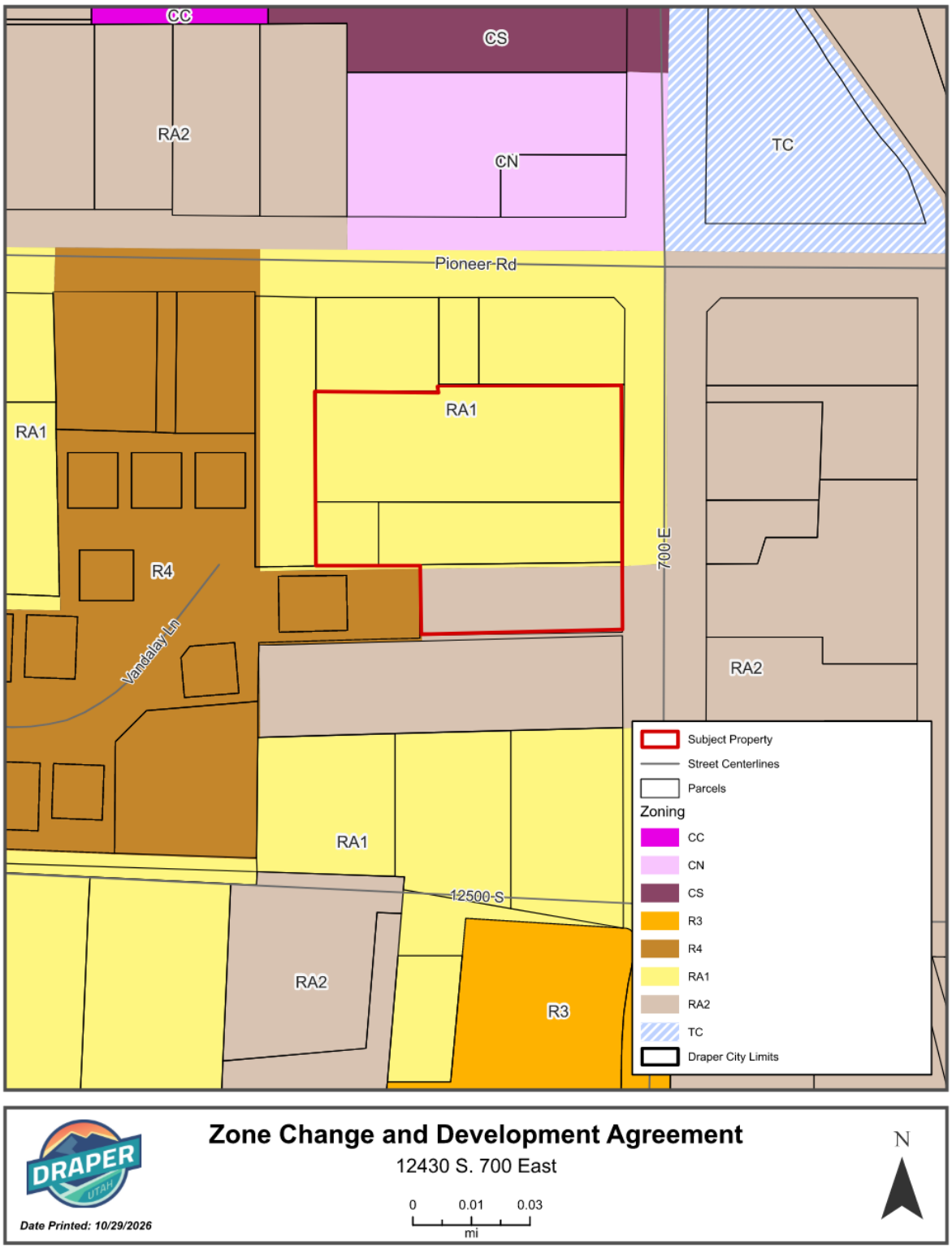


EXHIBIT G
APPLICANT QUESTIONAIRE

General Plan Zoning Map Amendment Questionnaire

1. What is the requested Zoning designation?

The requested zoning designation is R4 Residential.

2. Please explain the reason for the request and the justification for approval.

The requested zoning designation is intended to accommodate the development of a five (5) lot single-family detached residential subdivision. The proposal represents a logical residential development pattern for the property and will allow the site to develop in a manner consistent with surrounding residential growth occurring within the area.

3. How is the requested zoning designation harmonious with the overall character of existing development in the vicinity of the subject property? Explain.

The requested zoning designation is harmonious with the overall character of the surrounding area because the vicinity currently contains a variety of zoning classifications and development patterns. An existing R4 zoned property is immediately contiguous to the subject property, demonstrating compatibility with the proposed designation. Additionally, as the area continues to urbanize and develop, agricultural zoning classifications are becoming less consistent with the prevailing development patterns and character of this portion of the City.

4. Are facilities and services, such as roadways and utilities, sufficient to serve the property under the proposed zoning? Explain.

Yes. The proposed project is an infill lot that has access to Waterpro water, Rocky Mountain Power electricity, Jordan Basin Improvement District Sewer, and Dominion Energy Gas. The new roadway is expected to be private and will be paid by the eventual homeowners in the subdivision.

5. Is the proposed zoning designation consistent with the goals, objectives, and policies of the City's General Plan? Explain.

Yes. The proposed zoning designation is consistent with the goals, objectives, and policies of the City's General Plan. The City's Zoning Map anticipates Medium Density residential development within this area, and the requested R4 designation aligns with that planned growth pattern.

EXHIBIT H
DEVELOPMENT AGREEMENT

MASTER DEVELOPMENT AGREEMENT
FOR
12430 SOUTH 700 EAST

Month xx, 20xx

EXAMPLE ONLY: MAY BE MODIFIED BY DRAPER CITY AT ANY TIME WITHOUT NOTICE.

WHEN RECORDED, RETURN TO:

Nicole Smedley
Draper City Recorder
1020 E Pioneer Rd.
Draper, UT 84020

MASTER DEVELOPMENT AGREEMENT
FOR
12430 S. 700 EAST

THIS MASTER DEVELOPMENT AGREEMENT is made and entered into as of the xx day of month, 20xx, by and between Draper City, a Utah municipality and Ivory Development, a LLC, incorporated in the state of Utah.

RECITALS

A. The capitalized terms used in this MDA and in these Recitals are defined in Section 1.2, below.

B. Master Developer owns and is developing the Property. *(Will own before execution of DA).*

C. Master Developer and the City desire that the Property be developed in a unified and consistent fashion pursuant to the Master Plan.

D. The Parties acknowledge that development of the Property pursuant to this MDA will result in significant planning and economic benefits to the City and its residents by, among other things requiring orderly development of the Property as an infill community known as 12430 S. 700 East and increasing property tax and other revenues to the City based on improvements to be constructed on the Property.

EXAMPLE ONLY: MAY BE MODIFIED BY DRAPER CITY AT ANY TIME WITHOUT NOTICE.

E. The Parties desire to enter into this MDA to specify the rights and responsibilities of the Master Developer to develop the Property as expressed in this MDA and the rights and responsibilities of the City to allow and regulate such development pursuant to the requirements of this MDA.

F. The Parties understand and intend that this MDA is a "development agreement" within the meaning of, and entered into pursuant to the terms of Utah Code Ann. §10-20-101 *et seq*.

G. Utah Code § 10-20-508 permits a municipality to require a development agreement for developing land if the applicant has applied for a legislative or discretionary approval, including an approval relating to a zone change.

H. This MDA conforms with the intent of the City's General Plan and the Zoning.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the City and Master Developer hereby agree to the following:

TERMS

1. Incorporation of Recitals and Exhibits/ Definitions.

1.1. **Incorporation.** The foregoing Recitals and Exhibits "A" - "C" are hereby incorporated into this MDA.

1.2. **Definitions.** As used in this MDA, the words and phrases specified below shall have the following meanings:

1.2.1. **Act** means the Municipal Land Use, Development, and Management Act, Utah Code Ann. § 10-20-101, *et seq*.

1.2.2. **Administrator** means the person designated by the City as the Administrator of this MDA.

1.2.3. **Applicant** means a person or entity submitting a Development Application.

1.2.4. **Buildout** means the completion of all of the development on the entire Project in accordance with the approved plans.

1.2.5. **City** means Draper City, a Utah municipality.

1.2.6. **City Consultants** means those outside consultants employed by the City in various specialized disciplines such as traffic, hydrology or drainage for reviewing certain aspects of the development of the Project.

1.2.7. **City's Future Laws** means the ordinances, policies, standards, and procedures which may be in effect as of a particular time in the future when a Development Application is submitted for a part of the Project and which may or may not be applicable to the Development Application depending upon the provisions of this MDA.

1.2.8. **City's Vested Laws** means the ordinances, policies, standards and procedures of the City in effect as of the date of this MDA, a digital copy of which is attached as Exhibit "C".

1.2.9. **Council** means the elected City Council of the City.

1.2.10. **Default** means a material breach of this MDA as specified herein.

EXAMPLE ONLY: MAY BE MODIFIED BY DRAPER CITY AT ANY TIME WITHOUT NOTICE.

1.2.11. **Denied** means a formal denial issued by the final decision-making body of the City for a particular type of Development Application but does not include review comments or "redlines" by City staff.

1.2.12. **Development** means the development of a portion of the Property pursuant to an approved Development Application.

1.2.13. **Development Application** means an application to the City for development of a portion of the Project including a Subdivision, Site Plan, or any other permit, certificate or other authorization from the City required for development of the Project.

1.2.14. **Final Plat** means the recordable map or other graphical representation of land prepared in accordance with Utah Code Ann. § 10-20-803 (2025), or any successor provision, and approved by the City, effectuating a Subdivision of any portion of the Project.

1.2.15. **Master Developer** means Ivory Development, and its assignees or transferees as permitted by this MDA.

1.2.16. **Master Plan** means the conceptual layout for the Project attached hereto as Exhibit "B".

1.2.17. **Maximum Residential Units** means the development on the Property five (5) Residential Dwelling Units

1.2.18. **MDA** means this Master Development Agreement including all of its Exhibits.

1.2.19. **Notice** means any notice to or from any Party to this MDA that is either required or permitted to be given to another party.

1.2.20. **Parcel** means a portion of the Property that is created by the Master Developer to be sold to a Subdeveloper as a Subdivision that is not an individually developable lot as specified in Section 5.9.

1.2.21. **Party/Parties** means, in the singular, Master Developer or the City; in the plural Master Developer and the City.

1.2.22. **Planning Commission** means the City's Planning Commission.

1.2.23. **Project** means the total development to be constructed on the Property pursuant to this MDA with the associated public and private facilities, and all of the other aspects approved as part of this MDA.

1.2.24. **Property** means the real property owned by and to be developed by Master Developer more fully described in Exhibit "A".

1.2.25. **Public Infrastructure** means those elements of infrastructure that are planned to be dedicated to the City as a condition of the approval of a Development Application.

1.2.26. **Residential Dwelling Unit** means a structure or portion thereof designed and intended for use as a single-family residences as illustrated on the Master Plan.

1.2.27. **Site Plan** shall have the same meaning specified in Section 9-3-040 of the City's Vested Laws.

1.2.28. **Site Plan Application** means the application to review and approve a site plan.

1.2.29. **Subdeveloper** means a person or an entity not "related" (as defined by Section 165 of the Internal Revenue Code) to Master Developer which purchases a Parcel for development.

1.2.30. **Subdivision** means the division of any portion of the Project into developable lots pursuant to State Law and/or the Zoning Ordinance.

1.2.31. **Subdivision Application** means the application to create a Subdivision.

1.2.32. **Zoning** means the zone for the Property adopted by the City established by the terms of this agreement.

1.2.33. **Zoning Ordinance** means the City's Land Use and Development Ordinance adopted pursuant to the Act that was in effect as of the date of this MDA as a part of the City's Vested Laws.

2. **Development of the Project.**

2.1. **Compliance with the Master Plan and this MDA.** Development of the Project shall be in accordance with the City's Vested Laws, the City's Future Laws (to the extent that these are applicable as otherwise specified in this MDA), the Master Plan and this MDA.

2.2. **Zone Change.** The Property shall be rezoned upon passage of this Agreement to the R4 Zone and all development standards of the R4 zone shall apply unless

otherwise defined in this Agreement.

2.3. **Density and Lot Sizes**. Development shall be limited to a maximum of five (5) residential lots. The subdivision shall include a mix of lots meeting the minimum lot area requirements of the R4 Zone. No lot shall be smaller than 10,000 square feet.

2.4. **Setbacks and Other Zoning Requirements**. All lots shall comply with R3 setback requirements.

2.5. **Frontage Landscaping**. The public right-of-way frontage along 700 East shall be landscaped in accordance with the standards of the Jordan Valley Water Conservancy District website. This landscaping shall be installed within two calendar years following plat recordation.

2.6. **Fencing**. Fencing along 700 East shall be optional. If installed, six-foot privacy fencing shall be permitted only within the portions of the frontage extending no more than sixty (60) lineal feet south from the northernmost property boundary and no more than sixty (60) lineal feet north from the southernmost property boundary. Fencing along the remaining 700 East frontage shall not exceed four (4) feet in height.

2.7. **Landscape Maintenance**. A homeowners association shall be established and shall be responsible for maintaining the landscaping within the public right-of-way frontage along 700 East.

2.8. **Limitation and No Guarantee.** Master Developer acknowledges that the development of the Maximum Residential Units and every other aspect of the

Master Plan requires that each Development Application comply with the City's Vested Laws including, without limitation, the City's geologic hazards requirements. The City's entry into this MDA does not guarantee that the Master Developer will be able to construct the Maximum Residential Units or any other aspect of the Project until and unless all the applicable requirements of the City's Vested Laws are complied with.

2.9. **Accounting for Residential Units for Parcels Sold to Subdevelopers.** Any Parcel sold by Master Developer to a Subdeveloper shall include the transfer of a specified portion of the Maximum Residential Units sold with the Parcel.

3. **Vested Rights.**

3.1. **Vested Rights Granted by Approval of this MDA.** To the maximum extent permissible under the laws of Utah and the United States and at equity, the Parties intend that this MDA grants Master Developer all rights to develop the Project in fulfillment of this MDA, the City's Vested Laws, the Zoning and the Master Plan except as specifically provided herein. The Parties specifically intend that this MDA grant to Master Developer "vested rights" as that term is construed in Utah's common law.

3.2. **Exceptions.** The restrictions on the applicability of the City's Future Laws to the Project as specified in Section 3.1 are subject to only the following exceptions:

3.2.1. Master Developer Agreement. City's Future Laws that Master Developer agrees in writing to the application thereof to the Project;

3.2.2. State and Federal Compliance. City's Future Laws which are generally applicable to all properties in the City and which are required to comply with State and Federal laws and regulations affecting the Project;

3.2.3. Codes. Any City's Future Laws that are updates or amendments to existing building, plumbing, mechanical, electrical, dangerous buildings, drainage, fire, or similar construction or safety related codes, such as the International Building Code, the APWA Specifications, AAHSTO Standards, the Manual of Uniform Traffic Control Devices or similar standards that are generated by a nationally or statewide recognized construction/safety organization, or by the State or Federal governments and are required to meet legitimate concerns related to public health, safety or welfare;

3.2.4. Taxes. Taxes, or modifications thereto, so long as such taxes are lawfully imposed and charged uniformly by the City to all properties, applications, persons and entities similarly situated;

3.2.5. Fees. Changes to the amounts of fees for the processing of Development Applications that are generally applicable to all development within the City (or a portion of the City as specified in the lawfully adopted fee schedule) and which are adopted pursuant to State law;

3.2.6. Impact Fees. Impact Fees or modifications thereto which are lawfully adopted, and imposed by the City and which meet all requirements of the U. S. Constitution, Utah Constitution, law and applicable statutes, including but not

limited to Utah Code Ann. Section 11-36a-101 *et seq.*;

3.2.7. Planning and Zoning Modification. Changes by the City to its planning principles and design standards such as architectural or design requirements, setbacks or similar items so long as such changes do not work to reduce the Maximum Residential Units, are generally applicable across the entire City and do not materially and unreasonably increase the costs of any Development; or

3.2.8. Compelling, Countervailing Interest. Laws, rules or regulations that the City's land use authority finds, on the record, are necessary to avoid jeopardizing a compelling, countervailing public interest.

4. **Term of Agreement.** The effective date of this MDA shall be month xx, 20xx. This MDA shall expire month xx, 20xx. If Master Developer has not been declared to be currently in Default as of month xx, 20xx (and if any such Default is not being cured) then this MDA shall be automatically extended until month xx, 20xx. This MDA shall also terminate automatically at Buildout.

5. **Processing of Development Applications.**

5.1. **Outsourcing of Processing of Development Applications.** Within twenty-one (21) calendar days after receipt of a Development Application and upon the request of Applicant the City and Applicant will confer to determine whether the City desires to Outsource the review of any aspect of the Development Application to ensure that it is processed on a timely basis. If the City determines that Outsourcing is necessary to ensure the timely processing of the Development Application then the City shall

promptly estimate the reasonably anticipated differential cost of Outsourcing in good faith consultation with the Applicant (either overtime to City employees or the hiring of a City Consultant). If Applicant notifies the City that it desires to proceed with the Outsourcing based on the City's estimate of costs then Applicant shall deposit in advance with the City the estimated differential cost and the City shall then promptly proceed with having the work Outsourced. Upon completion of the Outsourcing services and the provision by the City of an invoice (with such reasonable supporting documentation as may be requested by Applicant) for the actual differential cost (whether by way of paying a City Consultant or paying overtime to City employees) of Outsourcing, Applicant shall, within thirty (30) calendar days pay or receive credit (as the case may be) for any difference between the estimated differential cost deposited for the Outsourcing and the actual cost differential.

5.2. **Acceptance of Certifications Required for Development Applications.** Any Development Application requiring the signature, endorsement, or certification and/or stamping by a person holding a license or professional certification required by the State of Utah in a particular discipline shall be so signed, endorsed, certified or stamped signifying that the contents of the Development Application comply with the applicable regulatory standards of the City. The City should endeavor to make all of its redlines, comments or suggestions at the time of the first review of the Development Application unless any changes to the Development Application raise

new issues that need to be addressed.

5.3. **Independent Technical Analyses for Development Applications.** If the City needs technical expertise beyond the City's internal resources to determine impacts of a Development Application such as for structures, bridges, water tanks, and other similar matters which are not required by the City's Vested Laws to be certified by such experts as part of a Development Application, the City may engage such experts as City Consultants with the actual and reasonable costs being the responsibility of Applicant. The City Consultant undertaking any review by the City required or permitted by this MDA shall be selected from a list generated by the City for each such City review pursuant to a "request for proposal" process or as otherwise allowed by City ordinances or regulations. Applicant may, in its sole discretion, strike from the list of qualified proposers any of such proposed consultants so long as at least three (3) qualified proposers remain for selection. The anticipated cost and timeliness of such review may be a factor in choosing the expert. The actual and reasonable costs being the responsibility of Applicant.

5.4. **City Denial of a Development Application.** If the City denies a Development Application the City shall provide a written determination advising the Applicant of the reasons for denial including specifying the reasons the City believes that the Development Application is not consistent with this MDA, the Zoning and/or the City's Vested Laws (or, if applicable, the City's Future Laws).

5.5. **Meet and Confer regarding Development Application Denials.** The City and

Applicant shall meet within twenty-one (21) calendar days of any Denial to resolve the issues specified in the Denial of a Development Application.

5.6. **City Denials of Development Applications Based on Denials from Non-City Agencies.** If the City's denial of a Development Application is based on the denial of the Development Application by a Non-City Agency, Applicant shall appeal any such denial through the appropriate procedures for such a decision and not through the processes specified below.

5.7. **Mediation of Development Application Denials.**

5.7.1. Issues Subject to Mediation. Issues resulting from the City's Denial of a Development Application that the parties are not able to resolve by "Meet and Confer" shall be mediated.

5.7.2. Mediation Process. If the City and Applicant are unable to resolve a disagreement subject to mediation, the parties shall attempt within fifteen (15) calendar days to appoint a mutually acceptable mediator with knowledge of the legal issue in dispute. If the City and Applicant are unable to agree on a single acceptable mediator they shall each, within fifteen (15) calendar days, appoint their own representative. These two representatives shall, between them, choose the single mediator. Applicant and the City shall split the fees of the chosen mediator, each Party paying 50% of the fees. The chosen mediator shall within fifteen (15) calendar days, review the positions of the parties regarding the mediation issue and promptly attempt to mediate the issue between the

parties. If the parties are unable to reach agreement, the mediator shall notify the parties in writing of the ordinance that the mediator deems appropriate. The mediator's opinion shall not be binding on the parties.

5.8. **Arbitration of Development Application Objections.**

5.8.1. Arbitration Process. If the City and Applicant are unable to resolve an issue through mediation, the parties may then attempt within fifteen (15) calendar days to appoint a mutually acceptable arbitrator with knowledge of the legal issue in dispute. If the parties are unable to agree on a single acceptable arbitrator they shall each, within fifteen (15) calendar days, each Party shall appoint their own individual appropriate expert. These two experts shall, between them, choose the single arbitrator. Applicant and the City shall split the fees of the chosen arbitrator, each Party paying 50% of the fees. The chosen arbitrator shall within fifteen (15) calendar days, review the positions of the parties regarding the arbitration issue and render a decision. The arbitrator shall ask the prevailing party to draft a proposed order for consideration and objection by the other side. Upon adoption by the arbitrator, and consideration of such objections, the arbitrator's decision shall be final and binding upon both parties. If the arbitrator determines as a part of the decision that the City's or Applicant's position was not only incorrect but was also maintained unreasonably and not in good faith then the arbitrator may order the City or Applicant to pay the arbitrator's fees.

5.9. **Parcel Sales.** The City acknowledges that the precise location and details of the public improvements, lot layout and design and any other similar item regarding the development of a particular Parcel may not be known at the time of the creation of or sale of a Parcel. Master Developer may obtain approval of a Subdivision that does not create any individually developable lots in the Parcel without being subject to any requirement in the City's Vested Laws to complete or provide security for any Public Infrastructure at the time of such subdivision. The responsibility for completing and providing security for completion of any Public Infrastructure in the Parcel shall be that of the Master Developer or a Subdeveloper upon a subsequent re-Subdivision of the Parcel that creates individually developable lots. However, construction of improvements shall not be allowed until the Master Developer or Subdeveloper complies with the City's Vested Laws.

6. **Application Under City's Future Laws.** Without waiving any rights granted by this MDA, Master Developer may at any time, choose to submit a Development Application for all or part of the Project under the City's Future Laws in effect at the time of the Development Application so long as Master Developer is not in current breach of this Agreement.

7. **Public Infrastructure.**

7.1. **Construction by and Master Developer.** Master Developer shall have the right and the obligation to construct or cause to be constructed and installed all Public

Infrastructure reasonably and lawfully required as a condition of approval of the Development Application pursuant to the City's Vested Laws.

7.2. **Bonding.** If and to the extent required by the City's Vested Laws, unless otherwise provided by Chapter 10-20-807 of the Utah Code as amended, security for any Public or private Infrastructure is required by the City, the Applicant shall provide it in a form acceptable to the City as specified in the City's Vested Laws. Partial releases of any such required security shall be made as work progresses based on the City's Vested Laws.

8. **Upsizing/Reimbursements to Master Developer.**

8.1. **"Upsizing".** The City shall not require Master Developer to "upsize" any future Public Infrastructure (i.e., to construct the infrastructure to a size larger than required to service the Project) unless financial arrangements reasonably acceptable to Master Developer are made to compensate Master Developer for the incremental or additive costs of such upsizing. For example, if an upsizing to a water pipe size increases costs by 10% but adds 50% more capacity, the City shall only be responsible to compensate Master Developer for the 10% cost increase. An acceptable financial arrangement for upsizing of improvements means reimbursement agreements, payback agreements, and impact fee credits and reimbursements.

9. **Water System Maintenance.** Maintenance of the water system will be the responsibility of the homeowners' association.

9.1 **Private Community Responsibilities.**

9.1.1 **Post-Transfer Maintenance**. Once the water system has been completed and transferred, the homeowners' association will assume full responsibility for the ongoing maintenance, repairs, and upgrades of the water infrastructure. This includes ensuring compliance with water quality regulations, scheduling regular inspections, and promptly addressing any identified issues to prevent risks to public health and safety.

9.1.2 **Responsibility After City Water Meter.** All water infrastructure beyond the city water meter, including pipes and connections on private property, is the responsibility of the homeowners' association. The City is responsible only for infrastructure up to and including the water meter. Any issues beyond the meter, such as leaks or contamination, fall under the homeowners' association responsibility.

9.1.3 **Funding for Maintenance**. The homeowners' association will establish and manage a maintenance fund to cover the costs associated with the water system's upkeep. All residents will contribute to this fund through assessments or fees as determined by the homeowners' association.

9.1.4 **Third-Party Services.** The homeowners' association may hire licensed third-party contractors for specialized maintenance and repairs as needed. The homeowners' association will oversee these contracts and

ensure contractors comply with all relevant water safety standards.

9.2 **City Oversight and Intervention**. The City reserves the right to intervene if the homeowners' association fails to maintain the water system in a manner that ensures the health and safety of the public. If the City determines that the water infrastructure poses a risk to public health, it may step in to correct deficiencies at the homeowners' association expense. The Master Developer grants to the City an express right of entry in order to correct such deficiencies that are contemplated by this section. Additionally, the City has the authority to conduct routine flushing, water quality sampling, and other necessary testing to ensure compliance with health standards. However, the City is not responsible for any infrastructure failures, damages, or disruptions resulting from these activities or from issues within the private water system.

10. **Default.**

10.1. **Notice.** If Master Developer, a Subdeveloper, or the City fails to perform their respective obligations hereunder or to comply with the terms hereof, the Party believing that a Default has occurred shall provide Notice to the other Party. If the City believes that the Default has been committed by a Subdeveloper then the City shall also provide a courtesy copy of the Notice to Master Developer.

10.2. **Contents of the Notice of Default**. The Notice of Default shall:

10.2.1. Specific Claim. Specify the claimed event of Default;

10.2.2. Applicable Provisions. Identify with particularity the provisions of any

applicable law, rule, regulation or provision of this MDA that is claimed to be in Default;

10.2.3. Materiality. Identify why the Default is claimed to be material; and

10.2.4. Optional Cure. If the City chooses, in its discretion, it may propose a method and time for curing the Default which shall be of no less than thirty (30) calendar days duration.

10.3. **Meet and Confer, Mediation, Arbitration.** Upon the issuance of a Notice of Default the parties shall engage in the "Meet and Confer" and "Mediation" processes specified in Sections 5.5 and 5.7. If the claimed Default is subject to Arbitration as provided in Section 5.8 then the parties shall follow such processes.

10.4. **Remedies.** If the parties are not able to resolve the Default by "Meet and Confer" or by "Mediation", and if the Default is not subject to arbitration then the parties may have the following remedies, except as specifically limited in 9.9:

10.4.1. Law and Equity. All rights and remedies available at law and in equity, including, but not limited to, injunctive relief and/or specific performance.

10.4.2. Security. The right to draw on any security posted or provided in connection with the Project and relating to remedying of the particular Default.

10.4.3. Future Approvals. The right to withhold all further reviews, approvals, licenses, building permits and/or other permits for development of the Project in the case of a default by Master Developer, or in the case of a default by a Subdeveloper, development of those Parcels owned by the Subdeveloper until

the Default has been cured.

10.5. **Public Meeting.** Before any remedy in Section 9.4 may be imposed by the City the party allegedly in Default shall be afforded the right to attend a public meeting before the City Council and address the City Council regarding the claimed Default.

10.6. **Emergency Defaults.** Anything in this MDA notwithstanding, if the City Council finds on the record that a default materially impairs a compelling, countervailing interest of the City and that any delays in imposing such a default would also impair a compelling, countervailing interest of the City then the City may impose the remedies of Section 9.4 without the requirements of Sections 9.5. The City shall give Notice to Master Developer and/or any applicable Subdeveloper of any public meeting at which an emergency default is to be considered and the Master Developer and/or any applicable Subdeveloper shall be allowed to address the City Council at that meeting regarding the claimed emergency Default.

10.7. **Extended Cure Period.** If any Default cannot be reasonably cured within thirty (30) calendar days then such cure period shall be extended so long as the defaulting party is pursuing a cure with reasonable diligence.

10.8. **Default of Assignee.** A default of any obligations assumed by an assignee shall not be deemed a default of Master Developer.

10.9. **Limitation on Recovery for Default – No Damages.** Anything in this MDA notwithstanding no Party shall be entitled to any claim for any monetary damages as a result of any breach of this MDA and each Party waives any claims thereto. The

sole remedy available to Master Developer or any Subdeveloper shall be that of specific performance.

11. **Notices.** All notices required or permitted under this MDA shall, in addition to any other means of transmission, be given in writing by certified mail and regular mail to the following address:

To the Master Developer:

Peter Gamvroulas
Ivory Development, LLC
978 E Woodoak Lane
Salt Lake City, UT 84117
peterg@ivoryhomes.com
801-747-7000

With a Copy to:

Analise Wilson
Ivory Homes, LTD
978 E Woodoak Lane
Salt Lake City, UT 84117
awilson@ivoryhomes.com
801-747-7000

To the City:

Draper City
Attn: City Manager
Mike Barker
1020 East Pioneer Road
Draper, UT 84020
mike.barker@draperutah.gov
(801) 576-6500

With a Copy to:

Draper City

Attn: City Attorney
Traci Gundersen
1020 East Pioneer Road
Draper, UT 84020
traci.gundersen@draperutah.gov
(801) 576-6500

11.1. **Effectiveness of Notice.** Except as otherwise provided in this MDA, each Notice shall be effective and shall be deemed delivered on the earlier of:

11.1.1. Hand Delivery. Its actual receipt, if delivered personally, by courier service, or by facsimile provided that a copy of the facsimile Notice is mailed or personally delivered as set forth herein on the same day and the sending party has confirmation of transmission receipt of the Notice. If the copy is not sent on the same day, then notice shall be deemed effective the date that the mailing or personal delivery occurs.

11.1.2. Electronic Delivery. Its actual receipt if delivered electronically by email provided that a copy of the email is printed out in physical form and mailed or personally delivered as set forth herein on the same day and the sending party has an electronic receipt of the delivery of the Notice. If the copy is not sent on the same day, then notice shall be deemed effective the date that the mailing or personal delivery occurs.

11.1.3. Mailing. On the day the Notice is postmarked for mailing, postage prepaid, by First Class or Certified United States Mail and actually deposited in or delivered to the United States Mail. Any party may change its address for Notice

under this MDA by giving written Notice to the other party in accordance with the provisions of this Section.

12. **Headings.** The captions used in this MDA are for convenience only and are not intended to be substantive provisions or evidences of intent.

13. **No Third-Party Rights/No Joint Venture.** This MDA does not create a joint venture relationship, partnership or agency relationship between the City, or Master Developer. Further, the parties do not intend this MDA to create any third-party beneficiary rights. The Parties acknowledge that this MDA 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 unless the City has accepted the dedication of such improvements at which time all rights and responsibilities—except for warranty bond requirements under City's Vested Laws and as allowed by state law—for the dedicated public improvement shall be the City's.

14. **Assignability.** The rights and responsibilities of Master Developer under this MDA may be assigned in whole or in part, respectively, by Master Developer with the consent of the City as provided herein.

14.1. **Sale of Lots.** Master Developer's selling or conveying lots in any approved Subdivision or Parcels to builders, users, or Subdevelopers, shall not be deemed to be an "assignment" subject to the above-referenced approval by the City unless specifically designated as such an assignment by Master Developer.

14.2. **Related Entity.** Master Developer's transfer of all or any part of the Property to

any entity "related" to Master Developer (as defined by regulations of the Internal Revenue Service in Section 165), Master Developer's entry into a joint venture for the development of the Project or Master Developer's pledging of part or all of the Project as security for financing shall also not be deemed to be an "assignment" subject to the above-referenced approval by the City unless specifically designated as such an assignment by the Master Developer. Master Developer shall give the City Notice of any event specified in this sub-section within fifteen (15) calendar days after the event has occurred. Such Notice shall include providing the City with all necessary contact information for the newly responsible party.

14.3. **Notice.** Master Developer shall give Notice to the City of any proposed assignment and provide such information regarding the proposed assignee that the City may reasonably request in making the evaluation permitted under this Section. Such Notice shall include providing the City with all necessary contact information for the proposed assignee.

14.4. **Time for Objection.** Unless the City objects in writing within thirty (30) calendar days of notice, the City shall be deemed to have approved of and consented to the assignment.

14.5. **Partial Assignment.** If any proposed assignment is for less than all of Master Developer's rights and responsibilities then the assignee shall be responsible for the performance of each of the obligations contained in this MDA to which the assignee succeeds. Upon any such approved partial assignment Master Developer shall not

be released from any future obligations as to those obligations which are assigned but shall remain responsible for the performance of any obligations herein.

14.6. **Denial.** The City may only withhold its consent if the City is not reasonably satisfied of the assignee's financial ability to perform the obligations assigned by Master Developer, proposed to be assigned, or if there is an existing breach of a development obligation owed to the City by the assignee or related entity that has not either been cured or in the process of being cured in a manner acceptable to the City. Any refusal of the City to accept an assignment shall be subject to the "Meet and Confer" and "Mediation" processes specified in Sections 5.5 and 5.7. If the refusal is subject to Arbitration as provided in Section 5.8 then the Parties shall follow such processes.

14.7. **Assignees Bound by MDA.** Any assignee shall consent in writing to be bound by the assigned terms and conditions of this MDA as a condition precedent to the effectiveness of the assignment. That consent shall specifically acknowledge the provisions of Section 2.

15. **Binding Effect.** If Master Developer sells or conveys Parcels of lands to Subdevelopers or related parties, the lands so sold and conveyed shall bear the same rights, privileges, configurations, and number of Residential Dwelling Units as applicable to such Parcel and be subject to the same limitations and rights of the City when owned by or Master Developer and as set forth in this MDA without any required approval, review, or consent by the City except as otherwise provided herein.

16. **No Waiver.** Failure of any Party hereto to exercise any right hereunder shall not be deemed a waiver of any such right and shall not affect the right of such party to exercise at some future date any such right or any other right it may have.

17. **Severability.** If any provision of this MDA is held by a court of competent jurisdiction to be invalid for any reason, the Parties consider and intend that this MDA shall be deemed amended to the extent necessary to make it consistent with such decision and the balance of this MDA shall remain in full force and affect.

18. **Force Majeure.** Any prevention, delay or stoppage of the performance of any obligation under this Agreement which is due to strikes, labor disputes, inability to obtain labor, materials, equipment or reasonable substitutes therefor; acts of nature, governmental restrictions, regulations or controls, judicial orders, enemy or hostile government actions, wars, civil commotions, fires or other casualties or other causes beyond the reasonable control of the Party obligated to perform hereunder shall excuse performance of the obligation by that Party for a period equal to the duration of that prevention, delay or stoppage.

19. **Time is of the Essence.** Time is of the essence to this MDA and every right or responsibility shall be performed within the times specified.

20. **Appointment of Representatives.** To further the commitment of the Parties to cooperate in the implementation of this MDA, the City and Master Developer each shall designate and appoint a representative to act as a liaison between the City and its various departments and the Master Developer. The initial representative for the City shall be the

City Manager. The initial representative for Master Developer shall be Peter Gamvroulas. The Parties may change their designated representatives by Notice. The representatives shall be available at all reasonable times to discuss and review the performance of the Parties to this MDA and the development of the Project.

21. **Applicable Law.** This MDA is entered into in Salt Lake County in the State of Utah and shall be construed in accordance with the laws of the State of Utah irrespective of Utah's choice of law rules.

22. **Venue.** Any action to enforce this MDA shall be brought only in the Third District Court for the State of Utah, Salt Lake City Division.

23. **Entire Agreement.** This MDA, and all Exhibits thereto, is the entire agreement between the Parties and may not be amended or modified except either as provided herein or by a subsequent written amendment signed by all Parties.

24. **Mutual Drafting.** Each Party warrants that they have had the opportunity to be represented by competent legal counsel and have participated in negotiating and drafting this MDA; therefore, no provision of this MDA shall be construed for or against any Party based on which Party drafted any particular portion of this MDA.

25. **Recordation and Running with the Land.** This MDA shall be recorded in the chain of title for the Project. This MDA shall be deemed to run with the land. The data disk of the City's Vested Laws, Exhibit "C", shall not be recorded in the chain of title. A secure copy of Exhibit "C" shall be filed with the City Recorder and each party shall also have an identical copy.

26. **Authority.** The Parties to this MDA each warrant that they have all of the necessary authority to execute this MDA. Specifically, on behalf of the City, the signature of the City Manager of the City is affixed to this MDA lawfully binding the City pursuant to Ordinance No. ___ adopted by the City on month xx, 20xx.

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 herein above written.

MASTER DEVELOPER	CITY
Ivory Development, LLC	Draper City
_____	_____
By: _____	By: _____,
Its: _____	Its: City Manager
Date: _____	Date: _____
Approved as to form and legality:	Attest:
_____	_____
City Attorney	City Recorder

CITY ACKNOWLEDGMENT

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

On the _xx__ day of month, 20xx personally appeared before me _____who being by me duly sworn, did say that he is the City Manager of Draper City, a political subdivision of the State of Utah, and that said instrument was signed in behalf of the City by authority of its City Council and said City Manager acknowledged to me that the City executed the same.

_____
NOTARY PUBLIC

My Commission Expires: _____

Residing at: _____

MASTER DEVELOPER ACKNOWLEDGMENT

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

On the _xx__ day of month, 20xx, personally appeared before me _____, who being by me duly sworn, did say that he/she is the _____ of _____, a Utah _____ and that the foregoing instrument was duly authorized by the company at a lawful meeting held by authority of its operating agreement and signed in behalf of said company.

_____
NOTARY PUBLIC

My Commission Expires: _____

Residing at: _____

EXAMPLE ONLY: MAY BE MODIFIED BY DRAPER CITY AT ANY TIME WITHOUT NOTICE.

TABLE OF EXHIBITS

Exhibit “A”	Legal Description of Property
Exhibit “B”	Master Plan
Exhibit “C”	City’s Vested Laws

EXAMPLE ONLY: MAY BE MODIFIED BY DRAPER CITY AT ANY TIME WITHOUT NOTICE.

Exhibit "A"
Legal Description of Property

EXHIBIT A
LEGAL DESCRIPTION

PARCEL 1: 28-29-351-015

COMMENCING 832.76 FEET NORTH AND 255.8 FEET EAST FROM THE SOUTHWEST CORNER OF SECTION 29, TOWNSHIP 3 SOUTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN, THENCE NORTH 89°30' WEST 191.53 FEET, MORE OR LESS; THENCE SOUTH 6.77 FEET; THENCE NORTH 89°30' WEST 124.67 FEET, MORE OR LESS; THENCE SOUTH 115.91 FEET; THENCE EAST 316.2 FEET; THENCE NORTH 119.91 FEET TO THE POINT OF BEGINNING.

PARCEL 2: 28-29-351-005

COMMENCING AT A POINT 21.4 FEET NORTH OF THE SOUTHEAST CORNER OF LOT 7, BLOCKS 7 AND DRAPERVILLE, A SUBDIVISION OF PART OF SECTIONS 29 AND 30, TOWNSHIP 3 SOUTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN, AND RUNNING THENCE NORTH 60 FEET; THENCE SOUTH 89°12' WEST 226 FEET; THENCE SOUTH 60 FEET; THENCE NORTH 89°12' EAST 226 FEET TO THE PLACE OF BEGINNING.

TOGETHER WITH THE CONTIGUOUS PLOT OF GROUND DESCRIBED MORE PARTICULARLY AS FOLLOWS:

BEGINNING AT A POINT 661 FEET NORTH FROM THE SOUTHEAST CORNER OF SECTION 30, TOWNSHIP 3 SOUTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN, AND RUNNING THENCE WEST 61 FEET; THENCE NORTH 60 FEET; THENCE EAST 90.2 FEET; THENCE SOUTH 60 FEET; THENCE WEST 29.2 FEET TO THE POINT OF BEGINNING.

PARCEL 3: 28-29-351-006

BEGINNING AT A POINT 648.4 FEET NORTH AND 45.6 FEET EAST FROM THE SOUTHWEST CORNER OF SECTION 29, TOWNSHIP 3 SOUTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN, AND RUNNING THENCE NORTH 89°12' EAST 210.2 FEET; THENCE SOUTH 72 FEET; THENCE SOUTH 89°12' WEST 211 FEET; THENCE NORTH 72 FEET TO THE POINT OF BEGINNING.

EXAMPLE ONLY: MAY BE MODIFIED BY DRAPER CITY AT ANY TIME WITHOUT NOTICE.

Exhibit "B"
Master Plan

EXAMPLE ONLY: MAY BE MODIFIED BY DRAPER CITY AT ANY TIME WITHOUT NOTICE.



EDM Partners
2815 East 3300 South
Salt Lake City, UT 84109
(801) 305-4670
www.edmpartners.com

NORTH

SCALE: 1" = 40'

0 20 40

IVORYHOMES
Utah's Number One Homebuilder

R3 SETBACKS

FRONT	25'
REAR	20'
SIDE	10'
SIDE CORNER	25'

STATISTICS

TOTAL AREA	1.67 ACRES
SINGLE FAMILY LOTS	5
DENSITY	2.99 DU/AC

DISCLAIMER:

ARTIST RENDERING ONLY. PLAN MAY BE ALTERED, OR CHANGED AT ANY TIME. IT IS FURNISHED MERELY AS A CONVENIENCE TO AID YOU IN LOCATING THE LAND INDICATED HEREON WITH REFERENCES TO STREETS AND OTHER LAND. NO LIABILITY IS ASSUMED BY REASON OF ANY RELIANCE HEREON.

INFORMATION SHOWN ON THIS PLAN IS CREATED FROM GIS DATA PROVIDED BY UTAH AGRC. IT IS NOT CREATED FROM LAND SURVEY INFORMATION AND IS USED TO IDENTIFY THE GENERAL LOCATION OF THE FEATURES SHOWN.

Draper Parcel

Conceptual Site Plan

DATE: **10/01/26**

SHEET NUMBER:

C-2

C:\Users\nick\EDM Partners Dropbox\Projects\!Archive\Draper - Ivory\Conceptual Site Plan 3.dwg

Exhibit "C"
City's Vested Laws

Vested laws on file with the Draper City Recorders Office.

EXAMPLE ONLY: MAY BE MODIFIED BY DRAPER CITY AT ANY TIME WITHOUT NOTICE.