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ENT 109671 BK 5240 PG 835

ALL STATE LEGAL 800-292-2916 RECYCLED



MASTER DEVELOPMENT AGREEMENT
FOR THE
SUNCREST MASTER PLANNED COMMUNITY
A PLANNED UNIT DEVELOPMENT

by and between

DRAPER CITY,
a Utah municipal corporation

and

DAE/WESTBROOK, L.L.C.,
a Delaware limited liability company

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MASTER DEVELOPMENT AGREEMENT
FOR THE
SUNCREST MASTER PLANNED COMMUNITY
A PLANNED UNIT DEVELOPMENT

THIS MASTER DEVELOPMENT AGREEMENT ("Agreement") is made and entered as of the 24th day of August, 1999, by and between Draper City, a Utah municipal corporation, hereinafter referred to as "City", and DAE/Westbrook, L.L.C., a Delaware limited liability company, hereinafter referred to as "Master Developer".

RECITALS

- A. Master Developer either owns or has the right to acquire approximately (3775) acres of land which is situated on Traverse Mountain and is located within the City, which property is more particularly described in Exhibit "A" attached hereto and by this reference made a part hereof (the "Property").
- B. The Property and certain adjacent property was previously annexed to the City pursuant to an Annexation and Development Agreement for the Traverse Mountain Planned Unit Development dated January 27, 1988, and in accordance with Chapter 9-10 of the Draper City Municipal Code, as amended (the "Estes Agreement").
- C. The Property is presently zoned pursuant to the City's Zoning Ordinance as shown and set forth on the Zoning Map attached hereto as Exhibit "B" and by this reference made a part hereof.
- D. On November 14, 1995, the City accepted a concept plan for a portion of the Property covered by the Estes Agreement which was designated as the Centennial Planned Unit Development. The accepted concept plan proposes that the Property could be developed as a mixed use development for residential and commercial uses, including but not limited to retail, office, hotel, business parks and other uses such as recreational parks, trails, schools, community center(s), open space, golf course, churches, and other uses as may be approved by the City. Acceptance of the concept plan by the City at that time was conditioned upon completion of a master plan and development guidelines for the project and entering into a development agreement with the City prior to further processing of applications for the property previously known as the Centennial Planned Unit Development. On July 1, 1997, the City Council determined that, subject to completing the project master plan, development guidelines and development agreement as

stipulated in November 1995, the Master Developer's concept plan presented on June 24, 1997, for the most part followed the November 1995 concept plan and therefore did not require submittal of a concept plan pursuant to Section 17-2-070 of the Draper City Municipal Code.

The City intends to amend Title 9, Chapter 10, of the Draper City Municipal Code and to structure a Master Development Agreement that will set out the terms and conditions concerning the development of the Property which will not be codified in the Draper City Municipal Code.

- E. Master Developer desires to make certain minor changes to the November, 1995 Concept Plan and to change the name of the Property from Centennial Planned Unit Development to SunCrest Master Planned Community. The parties desire to supercede the Estes Agreement by entering into this Master Development Agreement for the Property. By entering into this Agreement which supercedes the Estes Agreement, there is no attempt or intention on the part of the City or Master Developer to alter, amend, change or dislodge the annexation of the Property into Draper City as set out in the Estes Agreement.
- F. Action by the City in amending Title 9, Chapter 10, of the Draper City Municipal Code shall not be a condition precedent to the execution by the parties hereto or the efficacy of this Agreement. Master Developer consents to the deletion by ordinance of the Estes Agreement as to the Property currently owned and hereafter acquired in fee by the Master Developer upon the condition that this Agreement shall have been executed by the City and that the ordinance shall in no way negate or void the annexation of the Property into Draper City.
- G. Master Developer has submitted to the City a master plan for the development of the Property (the "Project Master Plan"). The Project Master Plan includes the following components: a Master Land Use Plan, Master Street Plan, Master Trails, Parks and Wildlife Corridor Plan, Master Water Plan, Historical Drainage Map, Sewer Plan and Master Development Guidelines and certain requirements for submittal of a concept plan contained in the Hillside Overlay District in Chapter 9-15 of the Draper City Municipal Code. The City has approved the Project Master Plan which is attached hereto as Exhibit "C" and by this reference is made a part hereof. These documents satisfy the City's requirements of November 14, 1995, reiterated July 1, 1997. The Project Master Plan is general and

schematic in nature and is subject to refinement based on Master Developer's more precise engineering studies as submitted and required with each development application for review and approval by City.

- H. Except as otherwise set out in this Agreement, the Property and its development are subject to and shall conform with all of the City's Ordinances, Rules and Regulations, including, but not limited to, the provisions of the City's General Plan, the City's Zoning Ordinance, the City's Subdivision Ordinance, and any permits issued by the City pursuant to the City's Ordinances, Regulations and Engineering Standards and Specifications including but not limited to Hillside Development Regulations, all as adopted by the City as of the date of this Agreement (collectively the "City's Laws").
- I. The Property has previously been granted a residential unit density not to exceed (1.03) units per gross acre which is hereby preserved, which development density ratio shall include all the Property including any portion of the Property included in the City's Hillside Overlay District Regulations.
- J. Subsequent to the execution of this Master Development Agreement and approval by the City of the Project Master Plan, the Estes Agreement as to that real property currently owned and hereafter acquired in fee by the Master Developer shall be amended and/or deleted by City ordinance. It is understood by the parties to this Agreement that the Estes Agreement is presently recorded as a covenant and restriction against the Property and any subsequent deletion of the Estes Agreement will provide that the Estes Agreement and Title 9, Chapter 10, of the Draper Municipal Code shall no longer be recorded as a covenant and restriction that shall bind the current and any subsequent owners of the Property. Any reference to the Property and the Estes Agreement in the Draper Municipal Code may be deleted by the City.

AGREEMENT

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 as follows:

1. **Incorporation of Recitals.** The foregoing Recitals are hereby incorporated into this Agreement.

2. **Existing Development Agreement.** Except as otherwise provided herein, this Agreement shall supercede, as to that Property currently owned and hereafter acquired in fee by the Master Developer, the existing Annexation and Development Agreement for Traverse Mountain Planned Unit Development, dated January 27, 1988, between the City of Draper, a municipal corporation of the State of Utah, and Estes Homes or its assigns, a general partnership of Arizona. As additional parcels described within Exhibit "A" are conveyed to Master Developer, this Agreement shall supercede and be binding upon those parcels of real property at that time. The sole exception shall be that portion of the Estes Agreement which deals with annexation, which shall not be superceded, deleted or altered and shall continue in full force and effect.

3. **Property Development.** The Property has an existing designation by the City as a planned unit development and shall be developed as a planned unit development subject to the present ordinances and regulations of the City, the Project Master Plan, and this Agreement. This Agreement shall be controlling in the event of a difference or contradiction with the City's future ordinances and regulations. Master Developer may sell portions of the Property to various developers (the "Developers") following the date of this Agreement. All development on the Property, or any portion thereof, shall be in accordance with the requirements of this Agreement. Master Developer shall not have any vested rights, obligations or liabilities relating to Centennial Heights Plats A, B, C previously developed by Traverse Ranch, L.L.C. and Plat D (also known as Draper Heights Plat D), except to hook up to all wet and dry utilities.

4. **Project Master Plan.** The approved Project Master Plan is attached hereto as Exhibit "C". The Property shall be developed by the Master Developer and/or the Developers in accordance with the Project Master Plan. All submittals must comply with the Project Master Plan. The approved Project Master Plan may be amended from time to time with the approval of the City Council and Master Developer. Any proposed amendments or modifications to the Project Master Plan shall be submitted to the City for review and approval. Any approved modification shall then be incorporated into and made a part of the approved Project Master Plan. The City's approval and acceptance of the Project Master Plan has been completed and there are no further requirements for a Concept Plan review of the Property by the City.

Except as otherwise provided in the Master Development Guidelines, Master Developer shall be entitled to minor variations from literal depictions contained in the Project Master Plan without going through the Concept Plan review process required under the City's Laws if such variations do not constitute "a material change" in the Project Master Plan or any of its

components. This shall apply to the following components of the Project Master Plan: Master Land Use Plan, Master Street Plan, Master Trails, Parks and Wildlife Corridor Plan, Master Water Plan, Historical Drainage Map, Master Sewer Plan and Master Development Guidelines. A "material change" is defined as a change that the City finds will:

- a. have a significant adverse or negative impact on property owners owning land adjacent to the Property; or
- b. create a significant public safety hazard to the Property or those that visit or reside there; or
- c. add significant operation and/or maintenance cost(s) to the City.
- d. constitutes a significant deviation from the Project Master Plan approved by the City.

5. **Zoning.** As of the date of this Agreement, the Property is presently zoned as shown and set forth on the City's Zoning Map attached hereto as Exhibit "B". Any amendments to the Zoning Map hereafter shall require approval by the City Council in accordance with the requirements of the City's Laws. The Project Master Plan shall serve as a general guideline for the location of specific types of uses on the Property.

6. **Subdivisions and Site Plans.** The Project Master Plan does not constitute a subdivision of the Property or any portion thereof. Except as otherwise expressly provided for herein, all future subdivisions of the Property shall comply with the City's Laws and the Project Master Plan and Master Development Guidelines. A preliminary subdivision plat for each portion of the Property which is developed by Master Developer and/or any Developer will be required for each phase (as hereinafter defined) of the Property and shall be submitted for approval by the City in accordance with paragraph 7.j. of this Agreement. A phase shall constitute a specific area of the Property that Master Developer or Developer intends to develop at one time and as designated in paragraph 7.c. of this Agreement. Notwithstanding the provisions contained in this Agreement, nothing contained herein shall be construed as granting preliminary or final subdivision plat approval to the Master Developer or any Developer for any portion of the Property. A preliminary and final subdivision plat for each phase of the Property shall be submitted for approval by the City in accordance with paragraphs 7.j. and 7.k. of this Agreement. A specific site plan shall be required to be submitted to the City for each phase of development on the Property comprising commercial or other development for which site plans are presently required under the City's Laws. No development of such phases shall take place until a site plan has been approved by the City. Following site plan

approval all portions of the Property receiving final site plan approval must be developed in accordance with the approved site plan as well as any conditional use permit(s) issued to the Master Developer or Developers covering the Property or any phase of development thereon.

7. **Development of the Property.** The Property shall be developed by Master Developer and/or any successor Developers in accordance with the requirements contained herein.

a. **Compliance with City Ordinances and Development Standards.** The Property, and all portions thereof, shall be developed in accordance with the City's Laws which are in effect at the date of this Agreement together with the requirements set forth in this Agreement, except when the modifications are required by federal, state, county and/or City laws and regulations promulgated to protect the public health and safety. The limited vested rights provided herein are to provide consistency for a long term development (20 years). Notwithstanding the above, all development on the Property shall be subject to and comply with any future amendments or changes to the Uniform Building Code, American Association of State Highway Transportation Official (AASHTO) standards and American Water Works Association standards, as the City makes such changes or amendments that are applicable to the Property.

b. **Specific Projects.** Solely at its option, Master Developer may propose planned commercial centers and mixed-use centers ("Specific Projects") for the Property. Any Specific Projects proposed by Master Developer shall be reviewed for regulatory approval by the City pursuant to § 9-5-070 and § 9-5-100 of the City Laws.

c. **Phasing.** The Property shall be developed in accordance with the Project Master Plan in phases. Phasing of the Property shall take into account orderly development of the Property, coordination in connection with the installation of infrastructure improvements, future utility capacity needs, availability of access, adequacy of utilities and related considerations, and providing of open space at various intervals of development as provided herein. The phasing of the Property shall be determined by the Master Developer, after consultation with the City.

d. **Open Space Requirements.** Master Developer shall preserve certain open space within the Property as generally shown on the Project Master Plan and as prescribed by the density requirements in paragraph 7.f. below and as approved by the City. Master Developer, Developer or such Homeowners Association(s) as shall be established on the Property shall,

where approved through the City's regulatory process, be entitled to retain certain designated open space as is platted in each phase of development so long as it is not used for residential or commercial purposes. All other open space and adequate access thereto shall be preserved and dedicated by conveyance by deed to the City without cost to the City. Any open space dedicated by conveyance to the City shall be free from regulation and assessment by Master Developer, Developer, Master Association, members associations, or other property owners associations, with the exception that, any improvement to such open space shall be subject to the Architectural Guidelines and the Protective Covenants of record as established by the Master Developer. The City will record a conservation easement on all open space that is conveyed to the City by the Master Developer.

(i) **Tax Benefits.** It is understood by the parties hereto that Developer intends to seek and qualify for certain tax benefits by reason of conveying, dedicating, gifting, granting or transferring designated open space to the City or other charitable organizations as permitted hereunder. Developer shall have the sole responsibility to claim and qualify for any tax benefits sought by Master Developer by reason of the foregoing. In the event that the City, after receiving written notice from Master Developer pursuant to Paragraph (ii) below, of Master Developer's intent to dedicate a parcel(s) of open space and the City then determines that the designated open space will not be accepted by the City and that the designated open space is to be conveyed to an entity other than the City, Master Developer shall have the right to convey such open space directly to the other entity. The City shall have the right to convey any open space previously dedicated to the City to another entity provided that the land conveyed is subject to a permanent conservation easement and any improvements to the land shall be subject to the Architectural Guidelines and the Protective Covenants of record as established by the Master Developer. The City shall notify Master Developer or Developer in writing (60) days prior to any such conveyance.

(ii) **Notice of Intent to Dedicate.** Except as submitted within a specific subdivision application, Master Developer shall provide written notice to City of its intent to dedicate certain parcels of open space. City shall have (90) days after receipt of notice in which to accept the conveyance of the proffered dedication which will be done in writing. Failure of the City to exercise its option within the (90) days shall constitute a waiver of its right to receive an outright

conveyance of fee title to that parcel. In the event the City does not exercise the aforesaid option for any reason, such open space or common areas shall be preserved by way of recorded, permanent conservation easements which are in a form acceptable to the City. When authorized hereunder, conservation easements may be used to maintain appropriate open space for the purpose of providing areas for recreation, view, slope protection and like matters as reasonably approved by the City.

(iii) **Construction of Public Improvements.** The City shall have the right to construct public improvements and facilities in open space areas, where determined necessary or desirable by the City to promote and/or protect the public's health, safety and welfare, after their dedication to the City or granting of conservation easements assuming such structures are consistent with the architectural requirements imposed by paragraph 7.1. and are reasonably acceptable to Master Developer. Subject to the approval of Master Developer or Developer, if applicable, which approval shall not be unreasonably withheld, the City may require conveyance of open space areas for public use as shown on the Project Master Plan with each phase of the Property.

(iv) **Out of Phase Dedication.** The City may request a dedication and/or a conservation easement of designated open space not associated with a current phase under development and Master Developer shall grant so long as the designated open space requested by the City is for utilities, public infrastructure purposes, or trails, only upon the condition that the dedication does not create significant costs or undue financial expense to Master Developer that would not normally be incurred with the current phase under development. The amount and location of any accelerated dedication of open space shall be subject to Master Developer or Developer's approval, which approval shall not be unreasonably withheld.

(v) **Maintaining Density Ratios.** City shall not require more open space in any phase of development than is necessary to meet the density requirement of (1.03) permanent dwelling units per gross acre. However, in addressing the density requirement, the City may require additional open space to be dedicated which is not contiguous to a phase then under consideration for development approval so long as that dedication shall not result in cumulative density for portions of the Property developed to that point which is less than the (1.03) residential density ratio for permanent dwelling units per gross acre, and require the Master Developer to incur significant costs or financial expenses, defined as costs

or expenses over \$20,000.00, not associated with the current phase under development.

e. **Master Development Guidelines.** The Property shall be developed in accordance with the Master Development Guidelines approved by the City prior to or concurrently with this Agreement, which are attached hereto as a part of Exhibit "C" and incorporated herein by this reference (sometimes referred to herein as the "Master Development Guidelines"). The City may require Master Developer and/or the Developers to submit supplemental Development Guidelines where the Master Developer and/or Developers propose exceptional or unusual uses not previously designated or clearly identified in the Project Master Plan which shall be reviewed and approved by the City prior to any final plat and/or site plan approvals.

f. **Density Requirements.** The gross residential density of the overall Property shall not exceed (1.03) permanent dwelling units per gross acre, based on an assumption of (3888) permanent dwelling units within the total (3775) gross acre Property. In the event of the acquisition of additional property by the Master Developer within the Property, Exhibit "A" of this Agreement may be amended at the option of Master Developer and with the approval of the City to include such additional property acquired as part of the Property. After inclusion as part of the Property, the maximum gross residential density limitation shall apply to any additional acreage acquired. For purposes of this Agreement, a "permanent dwelling unit" shall include single family dwellings and each unit of a multiple dwelling structure, but shall not include commercial hotel rooms or commercial properties. For example, five single family homes and an apartment house having ten apartments would equal fifteen permanent dwelling units. The Property shall be developed at a gross residential density not to exceed the gross density of the overall Property as heretofore described. At no point in the development of the Property shall the cumulative gross residential density of platted and dedicated portions of the Property exceed (1.03) permanent dwelling units per gross acre. The preliminary plat application for each phase of the Property shall reflect a cumulative density for such phase together with any previously approved phases, of not more than (1.03) permanent dwelling units per gross acre contained in the Property, including dedicated parcels which are not subject to the covenants, conditions and restrictions imposed on a recorded plat or plats. The City makes no representations that the characteristics of the Property (i.e., topography, slope and terrain) will allow or guarantee that Master Developer will be able to obtain the maximum residential density ratio of (1.03) units per gross acre allowed by this Agreement.

g. Roads and Traffic.

(i) **Master Street Plan.** All roads installed in the boundaries of the Property and all roads providing access to the Property shall be designed and located in such a manner as to comply with the Master Street Plan component of the Project Master Plan and the City's Transportation Element of the General Plan and shall be subject to City review and approval. The City may request one or more traffic studies to be provided to the City by the Master Developer and/or Developer(s) for review by the City prior to approving any final alignments and dimensions for roads and related road rights-of-way directly serving the Property. Such traffic studies shall be provided at Master Developer's and/or Developer(s) sole expense. Except as otherwise provided in the Project Master Plan or in this Agreement, all required streets shall be designed and constructed according to the design standards of the City as of the date of this Agreement and the Master Development Guidelines.

(ii) **Traverse Ridge Road.** Master Developer hereby assumes Traverse Ranch, L.L.C.'s obligations under an agreement with the City dated August 6, 1996, providing for acquisition of right-of-way, design and construction of the Traverse Ridge Road to provide northern access to the Property, but excluding any obligations thereunder that relate to Centennial Heights Plats A, B, C, and Plat D (also known as Draper Heights Plat D). A copy of said agreement is attached hereto as Exhibit "D" and by this reference is made a part hereof. All of Traverse Ranch, L.L.C.'s obligations under the agreement attached hereto as Exhibit "D" as they relate to the Property shall be deemed obligations of Master Developer under the terms of this Agreement to the extent Master Developer acquires the Property. Improvements to the Traverse Ridge Road northern access shall include completion of 4 lanes within an (84) foot wide right-of-way including street paving and underground utility lines the entire length of the Traverse Ridge Road northern access from the current terminus of Traverse Ridge Road at the east boundary of the Draper Heights Subdivision to beyond the northern boundary of the Property. In addition to the (84) foot wide right-of-way, the Master Developer shall provide easements for cut and fill slopes, slope protection, revegetation, landscaping and complete drainage system for the Traverse Ridge Road.

(iii) **Extension of Traverse Ridge Road.** The Project Master Plan calls for the extension and connection of Traverse Ridge Road to Utah State Road U-92

located in proximity to the southern boundary of the Property in Utah County (sometimes referred to as the "southern access"). In connection with the extension of Traverse Ridge Road beyond the northern boundary of the Property, Master Developer, or Developer if applicable, shall at their expense, which expense may be subject to a Master Reimbursement Agreement if applicable, comply with the following requirements:

(a) **Road Design for Southern Access.** On or before December 31, 1998, the design of the extension of Traverse Ridge Road from the southern boundary of the Property to U-92 shall be completed by the Master Developer. Master Developer shall use its best efforts, to obtain the approval of the design by Micron, Lehi City, Utah County and UDOT and such other entities over which the roadway traverses by December 31, 1998.

(b) **Road Design within Property.** On or before December 31, 1999, the Master Developer shall complete the design of Traverse Ridge Road on the Property.

(c) **Temporary Road.** On or before December 31, 2000, a (2) lane unpaved all weather road shall be constructed and maintained across the Property between the southern boundary of the Property and the Traverse Ridge Road northern access. Under no circumstances shall the City grant more than (1500) occupancy permits for the Property until a (2) lane unpaved all weather road is constructed from the southern boundary of the Property to U-92. All temporary roadways shall be built to City standards.

(d) **Permanent Road.** City's current traffic study indicates no more than (1500) occupancy permits should be granted on the Property prior to the construction of the southern access of Traverse Ridge Road to U-92. The granting of more than (1500) occupancy permits by the City must be substantiated by future traffic studies utilizing actual traffic counts to warrant that the then existing access is adequate for additional occupancy permits. Under no circumstance shall more than (2,000) occupancy permits be granted on the Property prior to completion of the permanent southern access road to U-92.

(e) **Emergency Access to Property.** An emergency access to the Property, in addition to the northern access of Traverse Ridge Road (as described in paragraph 7.g.(ii) above), shall be maintained from the time the City issues its first occupancy permit for the Property until the southern access of Traverse Ridge Road from the Property to U-92 is completed. This emergency access shall be an unpaved all weather road readily accessible to passenger cars built to City standards. The Upper Corner Canyon Road in the City shall be utilized for this access or such other road as mutually agreed to in writing by the parties.

(iv) **Other Roads.** All other roads that access the Property or any portion thereof shall be dedicated to the City as required for development of a particular phase and shall be constructed by the Master Developer and/or Developer(s) according to the Master Development Guidelines and as approved by the City Engineer. Construction of any roads outside the boundaries of the City shall meet the standards of the respective governmental entity or entities that shall have jurisdiction and regulatory authority over such roads.

(v) **Expansion of Existing Traverse Ridge Road and Highland Drive.** At some point in the future, existing Traverse Ridge Road and that section of Highland Drive from the intersection of Traverse Ridge Road west to the I-15 interchange [app. (1.7) miles in length] may need to be widened by adding (2) additional traffic lanes. The landowners abutting such roads and Traverse Ranch L.L.C., have the primary responsibility to construct such additional (2) lanes. Master Developer agrees to be secondarily liable for the construction of such roads. Without amending the agreements to purchase the Property under which the Master Developer is the purchaser, and without affecting the Master Developer's offset rights with Traverse Ranch L.L.C. provided by agreement, Master Developer agrees that it will be secondarily liable for the construction of the previously described (2) lanes, if all of the following conditions are met:

(a) Traffic studies utilizing actual traffic counts that clearly substantiate the need for the (2) additional traffic lanes.

(b) City shall provide or cause to be provided, the right of way for any expansion by Master Developer.

(c) Any property owners adjacent to the roadway who develop their property shall be required to pay for the expansion of the roadway adjacent to their property at the time of their development and not the Master Developer. The City shall have used reasonable efforts to obtain performance and/or payment for the cost of performance from both the abutting owners and Traverse Ranch L.L.C., and its affiliates, and it is apparent that payment and/or performance cannot be obtained from such parties after the City has exhausted its reasonable legal remedies.

(d) Master Developer's obligation shall be limited to the expansion of only installing (2) lanes of road to City's standards, excepting landscaping, sidewalks, lighting, under-grounding of existing above-ground utilities and park strips which are not the responsibility of Master Developer.

(e) All costs incurred by Master Developer shall be subject to (100%) reimbursement of Master Developer's costs from impact fees levied or other sources collected by the City from existing or future Capital Facilities Plans, and/or state or federal funds designated by the respective agency(s) for these roadways.

(f) Master Developer does not assume the Draper City Road Agreement of October 5, 1995, between the City and Traverse Ranch L.L.C. and shall have no obligations under or pursuant to it except as set forth herein. Furthermore, Master Developer shall have no personal liability for this secondary obligation and the City's sole remedy for Master Developer's breach shall be to exercise the rights provided for by paragraph 12.c. below.

h. Trail Connections.

(i) **General.** Except as otherwise set forth in this Agreement, the following general provisions shall apply to the trails in the Property.

(1) **Dedication and Uses.** The Master Developer and/or each Developer shall grant and convey as directed by the City perpetual easements for access on public trails within their respective portions of the Property as shown on the Project Master Plan, at the time a final plat is recorded

and/or final site plan is approved. Trails may be used for pedestrian, bicycle and equestrian purposes as well as emergency/maintenance vehicle access, but shall not be paved, so as to maintain their natural and pristine character, except in those areas determined by the City to be subject to significant erosion or heavy use. Master Developer shall not be required to construct or provide improvements to trails except as set out in the Master Development Guidelines.

(2) **Location.** Trails in the Property shall be located in the places approved by the City on the final plats and/or final site plans pertaining to a phase and as is generally indicated in the Project Master Plan.

(3) **Construction.** Except as otherwise set forth herein, Master Developer and/or each Developer shall construct and/or preserve the trails lying within that portion of the Property that is owned or governed by Master Developer and/or the Developer(s) on a phase-by-phase basis and at the Master Developer's or the Developer's expense. All trails shall be constructed and/or preserved in accordance with the Master Development Guidelines, the Project Master Plan and the City's Laws.

(4) **Maintenance.** Following completion of construction, and acceptance of the trail by the City, each trail shall be maintained by the City, or a special service district formed by the City, or an Owner's Association or other entity to which the Property has been dedicated and/or conveyed as the City and Master Developer determine is appropriate.

i. **Concept Plans.** The Project Master Plan attached hereto has satisfied the City's requirements for a Concept Plan Review for the Property. Notwithstanding, there are certain items of information listed in the Master Development Guidelines, normally submitted with a Concept Plan Review Application or Concept Plan Review Application in the Hillside Overlay District, which have not been submitted with the Project Master Plan for this Project. The items of information are detailed in nature and are either inappropriate or impractical to obtain at this stage of the Project's review due to the size of the Project. However, these items are important for evaluating proposed developments for compliance with City Laws. Therefore, these items will be

submitted with the Preliminary Plat application along with the standard Preliminary Plat submittals and are subject to review and approval by the City.

j. Preliminary Plats.

(i) **Submission of Preliminary Plats, Drawings, and Supporting Materials.** The Master Developer and/or Developer(s) shall prepare and submit to the City for its review and approval, preliminary plats in accordance with the Project Master Plan, for each phase and as required under the City's Laws, including but not limited to the items of information listed in 7.i. above, normally received under Concept Plan Review, and the Master Development Guidelines attached in Exhibit "C". Master Developer or Developer(s) shall pay any required standard application fees or other applicable fees to the City in connection with review and approval of preliminary plats for each phase. A preliminary plat approval shall remain effective so long as a minimum of (10%) of the lots in the approved preliminary plat move forward to final plat approval and recordation in each one year period from and after the date of preliminary plat approval. Upon receipt of a complete preliminary plat application, the City will within (15) days after the application conference with Master Developer and City staff determine whether the City wishes to retain outside consultants or pay overtime to regular staff ("Outsourcing") to perform any portion of the review of a preliminary plat or other applications of third parties in order to complete the review of the preliminary plat within a reasonable time. Once that is determined, upon request by the Master Developer and if the City determines in its sole discretion to utilize Outsourcing, the Master Developer will deposit in advance with the City the City's estimated cost differential between Outsourcing and routine in-house review of the application, and upon completion of the Outsourcing services shall immediately pay or receive credit for any differential in the actual costs incurred by the City to obtain outside or overtime review of any submitted plats, drawings and supporting materials. The City's obligation to complete the review process as outlined above is subject to the Master Developer and/or Developers' submittal, in a timely manner, of a complete application including all the necessary data, drawings and engineering that is required by the City to complete the review process. All preliminary plats must be reviewed and approved by the City Council before the final plat application is submitted.

(ii) **Progress Meetings.** During the preparation of the preliminary plats and other required materials for each phase, the City Planning Staff, the Planning Commission, the City Council and the Master Developer or Developer(s) may collectively or separately hold periodic progress meetings when deemed appropriate to discuss and review the development of the Property.

(iii) **Required Changes.** If any revisions or corrections of plats or plans already approved by the City shall be required by any other governmental entity having jurisdiction over the Property, or any lending institution involved in financing on the Property, the Master Developer and/or the Developer(s) and the City will cooperate where appropriate to obtain or develop reasonable, mutually acceptable, alternative plats or plans. Master Developer and/or the Developer(s) shall have the sole duty and responsibility to obtain approvals as needed from any other governmental entities or agencies having jurisdiction over the Property or any portion thereof.

k. **Final Plats.**

(i) **Submission of Final Plats.** The Master Developer and/or the Developers shall prepare and submit to the City an application for final plat approval for each phase or portion thereof, as required by the City's Laws. The City shall thereafter review the final plat to determine if the final plat complies with this Agreement and the City's Laws. The Master Developer or Developer(s) shall pay any standard required fees due and owing in connection with approval of the final plat for each phase. Upon receipt of a complete final plat application, the City will within (15) days after the application conference with Master Developer or Developer and City staff determine if the City wishes to obtain Outsourcing services for this application or other applications of third parties in order to complete the review of the final plat within a reasonable time. Upon request by the Master Developer, and if the City determines in its sole discretion to utilize Outsourcing, the Master Developer will deposit in advance with the City the City's estimated cost differential between Outsourcing and routine in-house review of the application, and upon completion of the Outsourcing services shall immediately pay or receive credit for any differential in the actual costs incurred by the City to obtain outside or overtime review of any submitted plats, drawings and supporting materials. The City's obligation to complete the review process as outlined above is

subject to the Master Developer and/or Developers' submittal, in a timely manner, of a complete application including all the necessary data, drawings and engineering that is required by the City to complete the review process. In addition, the Master Developer and/or Developer(s) shall submit to the City specific construction plans and specifications for all required infrastructure development improvements that are required to be installed pursuant to this Agreement as to that particular area covered by the final plat, together with any other documents required by the City pursuant to the City's Laws. City shall be prohibited from imposing new requirements upon the final plat not required by the preliminary plat approval, except for technical design changes required to meet engineering standards and specifications as required by the City Engineer. All preliminary plats must be reviewed and approved by the City Council subsequent to the Planning Commission's review and recommendation and before a final plat application is submitted for each Phase of the Project. Following approval of the final plat and obtaining the required signatures thereon, the final plat shall be recorded by the City in the office of the Salt Lake County Recorder and/or the Utah County Recorder as appropriate. The Master Developer and/or Developer(s) shall provide security as is required in paragraph 9.e. below.

1. **Architectural Requirements.** The Master Developer shall prepare and submit to the City for informational purposes architectural guidelines ("Architectural Guidelines") for the Property which are in compliance with the Master Development Guidelines and the City Laws. The architecture of structures located within the Property shall comply with the Architectural Guidelines which shall be referenced in the Protective Covenants recorded on the Property, which Protective Covenants are further described in paragraph 7.o. The Architectural Guidelines shall be subject to future amendment by Master Developer so long as the amendments are in compliance with the Master Development Guidelines and City Laws. The Master Developer or the Master Association shall review and stamp when approved all plans prior to the submittal of the plans to the City in conjunction with a building permit application or other application, thereby indicating that same are in compliance with the Architectural Guidelines. Master Developer or its assigns shall have the responsibility to interpret and enforce all Architectural Guidelines applicable to the Property. The City shall have no responsibility for the interpretation and enforcement of the Architectural Guidelines other than requiring that all building plans have been stamped approved as set out above

prior to the issuance of any building permit for any building or structure on the Property.

m. Utilities and Infrastructure.

(i) **General.** Master Developer shall install or pay for installation by the appropriate entity (natural gas, underground electrical service, telephone, cable television, storm drain, flood control, sanitary sewer, culinary water supply systems) for each phase when developed and within the entire length of Traverse Ridge Road at the time of its construction unless an alternate easement acceptable to the City is provided where the public improvements and utilities shall be installed. Master Developer or Developer shall install or cause to be installed natural gas, underground electrical service, storm drain, flood control, sanitary sewer, telephone, cable television, and culinary water supply systems within that Developer's particular portion of the Property. Those installations shall be done in accordance with the design requirements and construction standards of the utility providers and the City Engineer.

(ii) **Water Development.** Master Developer and/or the Developers shall install a culinary water supply system to serve the Property in accordance with the Master Water Plan (see Exhibit "C") approved by the City, which shall include water reservoirs, pumping stations, pressure reducing stations and water transmission and distribution lines, which shall connect to and be part of the City's water system, and which shall comply with the City's requirements.

(iii) **Storm Drains and Detention Basins.** Master Developer and/or Developers shall install such storm drains, channels and detention basins as required by the design requirements and construction standards of the City.

n. Approval Process.

(i) **City's Right of Review.** Subject to the terms of this Agreement and the applicable City's Laws, the City shall approve the preliminary plat and final plat for each phase, together with any proposed changes therein, provided the same are in accordance with this Agreement and the City's Laws, which City approvals will not be unreasonably withheld. Reviews shall be conducted for the purpose of determining whether plats and other documents submitted comply with the terms of this Agreement and the requirements of the City.

(ii) **Dedication or Donation.** The Master Developer and/or Developer(s) shall dedicate to the City title to all public streets and public improvements in each phase as such phase is developed together with public utility easements as reasonably required by the City. Master Developer and Developer will take such action as is reasonably necessary to obtain release of any encumbrances on any portion of the Property to be dedicated to the City at the time of final plat approval for each phase, although it is possible that some blanket easements may exist thereon. Any public improvements provided by Master Developer and developed on dedicated property shall be completed timely, with the City reserving the right of inspection prior to accepting those improvements.

o. **Master Declaration of Covenants.** Prior to the issuance of any building permits for residential, business, commercial or recreational use but excluding infrastructure, Master Developer shall prepare for review by the City a master declaration of covenants, conditions and restrictions (the "Protective Covenants") that provides for at least the matters set forth below. The Protective Covenants shall be consistent with this Agreement and the City's Laws. Additional separate restrictive covenants not in conflict with the Protective Covenants may be filed as to different types of property on individual plats by Master Developer or Developer(s). Master Developer shall record the Protective Covenants with the Salt Lake County Recorder and/or the Utah County Recorder after the City determines that the following are included:

(i) **Master Association.** The Protective Covenants shall establish a Master Association, and requirements for the purpose of preserving the quality of all development and the maintenance of the Property.

(ii) **Rules and Assessments.** The Protective Covenants shall establish the structure, procedures, authorities and remedies of the Master Association, including the rights to make assessments and to lien defaulting properties and participants.

(iii) **Architectural Guidelines.** The Protective Covenants shall reference the Architectural Guidelines and a requirement that all plans for buildings and structures on the Property must comply with the same and be reviewed by the Master Developer to assure such compliance.

8. **Payment of Fees.** Master Developer and/or the Developer(s) shall pay to the City in a timely manner all of their respective

required fees which are due or which may become due pursuant to the City's Laws in connection with their respective developments located within the Property or any portion thereof, according to the City's fee schedule, which fee schedule shall be subject to modification or amendment by the City from time to time. Master Developer, Developers and/or owners of any portion of the Property shall pay all standard required fees assessed by the City in those amounts which are in effect at the time the fees are actually paid to the City, subject to any offsets, reimbursements, and credits by the City to the Master Developer as are set out in this Agreement or which may hereafter be set out in a Master Reimbursement Agreement to be negotiated between the parties hereto. In view of the significant amount of open space in the Property that will remain undeveloped open space (approximately 50% of the total gross acreage of the Property), any fees assessed, charged or levied by the City shall be applicable only on those areas of the Property that are to be developed. Designated open space that is to be dedicated or conveyed to the City other public entities or placed under conservation easements shall not be included as part of the "Gross Acre" for purposes of the Consolidated Fee Schedule as established by the City to assess and collect fees.

9. Construction Standards and Requirements.

a. **General.** All construction on the Property shall be conducted and completed in accordance with the City's then current Uniform Building Code, engineering standards and specifications, the provisions of this Agreement and the City's Laws. Prior to final City release of construction security for the infrastructure on any phase of the Property, "as built" drawings shall be provided without cost to the City. Improvements and landscaping for the Property shall be constructed for each phase pursuant to the Master Development Guidelines. Master Developer shall cause to be constructed public improvements, including associated revegetation/restoration, as indicated in this Agreement and the Project Master Plan, as such improvements are required to provide necessary and customary access and municipal services to each phase of the Property.

b. **Building Permits.** No buildings or other structures shall be constructed within the Property without Master Developer and/or the Developer(s) first obtaining building permits and being subject to the provisions of paragraph 7.1. Building permits for a visitor's center or building models used for sales purposes only, shall be issued by the City without the requirement of an operable water system, if so approved by the Salt Lake County Fire Department. Water utilized for these restricted uses shall not be used for culinary purposes and Master Developer or Developer shall indemnify and hold the City harmless from any liability by

virtue of the use of this water for any purpose. Except as stated above, all buildings shall be constructed with adequate fire flows being available and operable. Prior to the issuance of any building permits for homes or other buildings in the Property, except as stated above, Master Developer or Developer shall complete the culinary water system in Traverse Ridge Road required by the City's Laws and provide sufficient access to the Property where the buildings are to be constructed in order to provide fire protection, access and other services to the buildings as reasonably determined by the City. Nothing herein shall be construed as authorizing building occupancy without adequate fire flows and approved culinary water service being available and operable.

c. **Exclusion from Moratoria.** In the event the City imposes by ordinance, resolution or otherwise a moratorium on the issuance of building permits or the regulatory approval and review of subdivisions for any reason, Master Developer and Developers shall be excluded from such moratorium unless such moratorium is based primarily on considerations for the health and public safety of the citizens of the City or the general public and the residents of the Property. The City may invoke the provisions of paragraphs 7.j.(i), 7.k.(i) and 9.j. requiring Master Developer or Developers to assist financially in meeting the expense of outside review of plans, specifications and inspections of improvements to the Property, if the cause of the moratorium relates to the inability of the City to perform those identified tasks within a reasonable time.

d. **Studies may be Required.** The City may require traffic impact studies, drainage studies, soil and geological studies to be submitted by the Master Developer and/or each Developer prior to site plan approval and/or preliminary plat approval for any portion of the Property.

e. **Security for Infrastructure.** Security to guarantee the installation and completion of all public improvements located within the Property on a phase by phase basis and recording of each final plat or any portion thereof shall be provided by the Master Developer and/or the Developers as required by the City's Laws, which shall be limited to the current phase of development in the form of escrow bonds, letters of credit, cash or other security, which security shall be reduced periodically as such improvements are built by the Master Developer or Developer(s) and are thereafter inspected and approved by the City. In addition, Master Developer and/or the Developer shall post revegetation/restoration security as required by the City to secure completion of any required revegetation and restoration.

f. Indemnification and Insurance During Construction.

(i) **Indemnification.** The Master Developer and the Developers agree to indemnify and hold the City and its officers, employees, agents and representatives harmless from and against all liability, loss, damage, costs, or expenses, including attorneys' fees and court costs incurred or arising from or as a result of the death of any person or any accident, injury, loss, or damage whatsoever caused to any person or to the property of any person which shall occur within the Property or occur in connection with any off-site work done for or in connection with the Property which shall be caused by any negligent acts of Master Developer, or the Developer or their agents, servants, employees, or contractors. The Master Developer and the Developer shall not be responsible for (and such indemnity shall not apply to) any negligent acts or omissions of the City, or of its agents, servants, employees, or contractors, or to acts of third parties. In addition, Master Developer and the Developers shall indemnify and hold the City and its officers, employees, agents and representatives harmless from and against any claims, liability, costs and attorney's fees incurred or arising from or as a result of any change in the nature, direction, or quantity of historical drainage flows resulting from development of the Property or the construction of any improvements thereon, unless such change or construction was required in writing by the City. However, Master Developer's indemnity shall not extend to any acts or omissions of Developers, and Developers' indemnity shall not extend to any acts or omissions of Master Developer.

(ii) **Insurance.** During the period from the commencement of work on the Property and ending on the date when all work is finally inspected and accepted by the City for the Property, the Master Developer shall furnish, or cause to be furnished, to the City satisfactory certificates of liability insurance from reputable insurance companies evidencing commercial general liability insurance policies in the amount of at least \$2 million dollars single limit, naming the City as an additional insured. In addition to the foregoing, Master Developer shall provide any additional insurance required by any regulatory body or any other governmental entity having jurisdiction over any work done or facilities developed which pertain to the Property. Master Developer and Developers shall require all contractors and other employers performing any work on the Property to maintain adequate workman's compensation insurance and public liability coverage.

g. **City and Other Governmental Agency Permits.** Before commencement of construction or development of any buildings, structures or other work or improvements upon any portion of the Property, the Master Developer and/or the Developer shall, at its expense, secure, or cause to be secured, any and all permits which may be required by the City or any other governmental entity having jurisdiction over the work. The City shall reasonably cooperate with the Master Developer or the Developer in seeking to secure such permits from other governmental entities.

h. **Rights of Access.** Representatives of the City shall have a reasonable right of access to the Property and any portion thereof during the period of any construction, to inspect or observe any work or proposed development on the Property.

i. **Compliance with Law.** Master Developer and/or the Developers shall comply with all applicable federal, state and local laws pertaining to Master Developer's and/or the Developer's activities in connection with the Property, and any phase thereof.

j. **Inspection and Approval by the City.** The City may, at its option, perform periodic inspections of any public improvements, such as streets and utilities, being installed and constructed by the Master Developer, the Developer or their contractors. No work involving excavations shall be covered until the same has been inspected by the City's representatives and the representatives of any other governmental entities having jurisdiction over the particular improvements involved. The City shall promptly inspect any such excavations after notice by the Developer. City shall maintain adequate staff as determined by the City to meet inspection requirements by Master Developer or Developers. Upon request by the Master Developer, and if the City determines in its sole discretion to utilize Outsourcing to perform any portion of the inspection process, the Master Developer will deposit in advance with the City the City's estimated cost differential between Outsourcing and routine in-house inspection, and upon completion of the Outsourcing services shall immediately pay or receive credit for any differential in the actual costs incurred by the City to obtain outside or overtime inspection. The Master Developer or the Developer, as the case may be, shall warrant the materials and workmanship of all improvements installed in each phase, for a period of (18) months (the required warranty period for revegetation of the Property may be extended by the City) from and after the date of final inspection and approval by the City of the improvements in that phase. The City

shall, at the time of final approval if requested by the Master Developer or the Developer, provide written confirmation of the date of final approval and completion of the improvements for each phase.

k. **Use and Maintenance During Construction.** The Master Developer and Developers covenant and agree that during construction, they shall develop the Property for the uses set forth in the Project Master Plan, as restricted and limited by this Agreement. During construction, the Master Developer and the Developers shall keep the Property free and clear from any unreasonable accumulation of debris, waste materials and any nuisances, and shall contain construction debris so as to prevent its scattering via wind and water. The Master Developer and Developers shall keep the streets free from mud and erosion debris during construction periods, and shall remove snow from and keep the streets clean and clear until acceptance of the same by the City.

10. Provision of Municipal Services.

a. **Service Levels.** The City agrees to provide or cause to be provided standard municipal services to the Property equal to all other areas of the City. The cost of providing standard services to the Property may be higher than the cost of providing the same level of services in other areas of the City. Further, the Master Developer may desire to provide to the Property a level of services greater than that presently provided by the City in other areas of the City. Accordingly, the Master Developer may request creation of a special service district under authority of Title 17A, Chapter 2, Part 13, U.C.A. (1953), as amended, which special service district may, pursuant to agreement with the City, provide certain municipal services to the Property, such as fire and police protection or other services authorized by law. Nothing herein shall be construed as an agreement by the City to form a special service district. Any services provided by the special service district, if formed, shall be paid for by the property owners and residents located within the special service district to insure that the additional differential costs of providing such standard services or of providing increased levels of service, are paid for by the property owners and residents of the Property, rather than by the other property owners and residents of the City located outside of the Property boundaries. All owners and residents within the Property receiving standard municipal services from the City shall pay to the City the charges therefor levied by the City. In accordance with law, a special service district, if formed by the City, may charge and assess property owners and residents for services provided by the special service district within the Property. Developer shall address all

issues concerning schools, including busing, with the school district or districts having jurisdiction over the Property or portions thereof.

b. **Culinary Water Service.** Culinary water service is to be provided by the City. The City intends to enter into an agreement with the Salt Lake Water Conservancy District. In the event that City enters into an agreement with the Salt Lake County Water Conservancy District ("SLCWCD"), Master Developer shall promptly annex the Property into the Salt Lake County Water Conservancy District boundaries. Master Developer shall enter into a mutually satisfactory agreement with City for culinary water service to the Property to be provided by City on a phase by phase basis as plats are recorded.

c. **Property Master Water System Improvements.** The main water transmission system and storage facilities within the entirety of the Property shall be constructed by the Master Developer, and/or Developer(s) at their expense. These facilities may be constructed in phases in accordance with the provisions of this Agreement and consistent with the Property Master Plan, as amended from time to time. Upon completion and acceptance by the City of each phase or segment of the main water distribution system, ownership shall be transferred to the City or to a special service district if created by the City. Thereafter, the City, or a special service district if created by the City, shall own, operate, repair, maintain and replace the main water transmission and storage facilities in order to provide the culinary water service to the Property.

d. **Individual Phases.** The internal water distribution system within each phase of the Property shall be constructed by the Master Developer or the Developer of that phase, at its sole expense. Ownership of such system shall be transferred to the City or to a special service district created by the City, free and clear of all liens and encumbrances, except as may be agreed to by the City, upon completion and acceptance of the system by the City or a special service district if created by the City. The City shall thereafter own, operate, maintain and repair the system, and shall provide culinary water service under individual water service agreements at rates determined by the City. Water rates shall be set by the City and shall reflect the extraordinary costs of providing water services to the Property or any portion thereof.

e. **Public Safety and Public Facilities.** Master Developer shall convey to City, when requested by the City and at no cost to the City, two parcels of real property of a size and at locations mutually acceptable to the City and the Master Developer for the purpose of the City erecting a public

safety building and a public works building whose size and scope shall be determined by the City. The designation of the location of the parcels conveyed to the City shall be limited to those phases currently under regulatory approval by the City and shall be designated prior to preliminary plat approval. The City shall cause to be erected such public safety and/or public works building(s) to meet the fire protection requirements for the Property as the Property is developed. In the event the City has not completed the construction and made operational such building(s) within (36) months from the date of conveyance of the parcel to the City, the parcel(s) shall revert to the ownership of the Master Developer.

11. **Wildlife and Vegetation Mitigation.** The Property serves as wildlife habitat and winter range for deer and other species of native wildlife. The Project Master Plan addresses wildlife migration corridors connecting areas of undisturbed open space with lands beyond the Property boundaries. These migration corridors will facilitate migration of deer and other wildlife in the area. The Master Development Guidelines for landscaping and the Protective Covenants for the Property will contain a warning that the area has historically served as habitat for deer and other wildlife species. Master Developer and Developer(s) shall advise and encourage property owners to landscape with vegetation that does not attract deer, and shall further advise them that the Utah Division of Wildlife Resources and the City assume no liability or responsibility for any damage done by deer or other wildlife to ornamental plants other decorative landscaping and other property.

A substantial portion of the Property shall be left in undisturbed open space and shall contain natural vegetation as set out in the Project Master Plan. The natural vegetation on this portion of the Property is intended to provide suitable habitat for deer and other wildlife species in the area. The parties hereto presently have no knowledge of any endangered or threatened species of wildlife or vegetation which are located within the Property.

12. **Default.** In the event Master Developer or Developer(s), or the City fails to perform their respective obligations hereunder or to comply with the terms hereof, then within (60) days after giving written notice specifying the default, the non-defaulting party may, at its election, have the following remedies:

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

b. The right to draw on any security posted or provided in connection with the Property and relating to remedying of the particular default.

c. The right to withhold all further reviews, approvals, licenses, and permits for the Property, or development of any portion thereof, until such default has been cured subject to the following:

(i) The Master Developer and/or the Developer(s) was notified in the initial notice of default that the defaulting party had (60) days from date of the original notice to cure any default so noticed, and

(ii) The defaulting party shall be afforded the right to attend a public hearing before the City Council with regard to the default. The public hearing shall be noticed by the City Council at the end of the (60) day cure period after original notice of default is given; and

(iii) The City Council determines after the public hearing and following the conclusion of the (60) day cure period that future regulatory approvals on the Property should be withheld.

d. In the event any default under this Agreement is caused by acts of God or circumstances beyond the control of the Master Developer or Developer(s), the City, after consulting with Master Developer or Developer(s), shall grant a reasonable time for such default to be cured.

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

f. Upon (20) days prior written request by Master Developer, the City will execute an estoppel certificate to be provided by the Master Developer in a form acceptable to the City to any third party certifying that Master Developer or Developer(s), as the case may be, at that time is not in default of the terms of this Agreement.

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

To the Master Developer:

DAE/Westbrook, L.L.C.
 Attn: DeVere H. Anderson
 DeVere Anderson Enterprises
 15760 Ventura Blvd., Suite 1727
 Encino, California 91436

Hollis S. Hunt, Esq.
Hunt & Rudd
392 East 12300 South
Draper, Utah 84020

Scott Raskin, Esq.
Westbrook Communities
3030 L.B.J. Freeway
Lockbox #6
Suite 1500
Dallas, Texas 75234

To the City:

Draper City
Attn: City Manager
12441 South 900 East
Draper, Utah 84020

Any party may change its address for notice by giving written notice to the other party in accordance with the provisions of this Section.

14. **Attorneys Fees.** The parties herein each agree that should they default in any of the covenants or agreements contained herein, the defaulting party shall pay all costs and expenses, including a reasonable attorneys fee which may arise or accrue from enforcing this agreement, or in pursuing any remedy provided hereunder or by the statutes or other laws of the State of Utah, whether such remedy is pursued by filing suit or otherwise, and whether such costs and expenses are incurred with or without suit or before or after judgment.

15. **Entire Agreement.** This Agreement and the exhibits attached hereto, together with those agreements listed below and their attached exhibits, constitute the entire agreement of the parties with respect to the subject matter hereof and supersede any prior promises, representations, warranties, agreements or understandings between the parties pertaining to the Property which are not set forth herein or contained in the agreements below.

a. **Road Agreement.** The Road Agreement dated August 6, 1996, between the City and Master Developer's predecessor-in-interest, Traverse Ranch, L.L.C., referred to as the "Road Agreement", was entered into for the initial acquisition, design, and construction of the first portion of Traverse Ridge Road which was begun prior to the execution of this Agreement. The parties acknowledge that the Road Agreement is still in full force and effect and is binding upon the parties hereto.

b. **Agreement for Granting Regulatory Approval and Assumption of Risk.** Contemporaneously with the execution of this Master Development Agreement, the City and Master Developer have executed an Agreement for Granting Regulatory Approval and Assumption of Risk which provides for the processing of plats, commencement of construction on the Property, sets out certain risks to be assumed by the Master Developer, and further provides that the City and Master Developer will use their best efforts to negotiate a Master Reimbursement Agreement between the parties to be completed on or before November 1, 1999.

c. **Master Reimbursement Agreement.** City and the Master Developer will use their best efforts to hereafter negotiate and execute a Master Reimbursement Agreement that relates directly to the Property, adjacent real property, Traverse Ridge Road and Highland Drive. The Master Reimbursement Agreement will set out the terms and conditions upon which Master Developer shall be reimbursed by the City for certain public facilities that are provided and furnished by Master Developer for parks, roadways, storm drainage, water and such other system improvements as are set out in the Master Reimbursement Agreement.

16. **Headings.** Headings contained in this Agreement are intended for convenience only and are not intended to be used to construe or limit the text herein.

17. **Non Liability of City Officials and Employees.** No officer, representative, agent or employee of the City shall be personally liable to the Master Developer, or any successor in interest or assignee of the Master Developer, except for fraud, malice or intentional misrepresentation, in the event of any default or breach by the City under this Agreement, or for any act or omission arising out of, or connected to, any of the matters set forth herein, or for any amount which may become due to Master Developer or the Developers or their successors or assignees, or for any obligation arising under the terms of this Agreement.

18. **No Third Party Rights.** The obligations of the parties set forth in this Agreement shall not create any rights in or obligations to any persons or parties other than to the City and the Master Developer, Developers and their successors and assigns. The City and Master Developer alone shall be entitled to enforce or waive any provisions of this Agreement to the extent that such provisions are for their benefit.

19. **Assignability.** Master Developer shall not assign Master Developer's obligations under this Agreement or any rights or

interests herein without giving prior written notice to the City. Any future assignee shall consent in writing to be bound by the terms of this Agreement as a condition precedent to the assignment. No party shall transfer, assign, sell, lease, encumber, or otherwise convey its rights and obligations under this Agreement separate from that party's interest in the Property except for sales of lots. Owners of parcels of real property not purchased by Master Developer but included in Exhibit "A" are not affected by the provisions of this paragraph or this Agreement.

In the event of a sale or transfer of the Property, or any portion thereof, the buyer or transferee shall be liable for the performance of each of the obligations contained in this Agreement as it relates to that portion of the Property it is buying, and acceptance of a deed to any portion of the Property shall constitute an agreement to assume and to be bound by the provisions of this Agreement as it relates to the Property covered by the deed, except that retail lot sales to builders, homeowners and sites for commercial buildings in whole or in part are exempt from the provisions of this paragraph. Upon any such sale, Master Developer shall be released from any future obligations as to any portions of the Property conveyed to Developers. Notwithstanding anything to the contrary contained in this paragraph, Master Developer shall not be required to notify the City or to obtain the City's consent with regard to the sale or transfer to a bona fide homeowner, buyer, Developer(s) or commercial sales for which final plats have been approved by the City and recorded in accordance with this Agreement and which are intended for single family residential use, sales to a Developer of a multi-family site, or to commercial sites. After such transfer Master Developer shall only be liable under this Agreement as to that portion of the Property retained by the Master Developer.

20. Binding Effect. This Agreement shall be binding upon the parties hereto and their respective officers, agents, employees, successors and assigns. The covenants contained herein shall be deemed to run with the Property.

21. Time Limitation. Notwithstanding anything in this Master Development Agreement to the contrary, in the event the Property, including all phases thereof, is not fully developed within (20) years from the date of this Agreement, the City shall have the right, but not the obligation, at the sole discretion of the City, to terminate this Agreement.

22. No Waiver. Any party's failure to enforce any provision of this Agreement shall not constitute a waiver of the right to enforce such provision. The provisions may be waived only in writing by the party intended to be benefitted by the provisions, and a waiver by a party of a breach hereunder by the other party

shall not be construed as a waiver of any succeeding breach of the same or other provisions.

23. **Severability.** If any portion of this Agreement is held to be unenforceable for any reason, the remaining provisions shall continue in full force and effect.

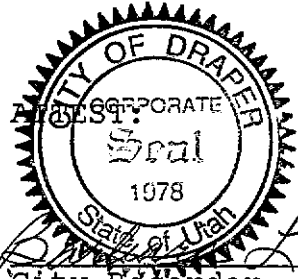
24. **Force Majeure.** Any prevention, delay or stoppage of the performance of any obligation under this Agreement which is due to strikes, labor disputes, inability to obtain labor, materials, equipment or reasonable substitutes therefor; acts of nature, governmental restrictions, regulations or controls, 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.

25. **Recordation.** This Agreement shall be recorded against the Property senior to the Protective Covenants, easements and debt security instruments encumbering the Property or any portion thereof except for those obligations previously recorded. This Agreement may be recorded by either party hereto in the offices of the Salt Lake County Recorder and the Utah County Recorder, State of Utah.

26. **Relationship.** Nothing in this Agreement shall be construed to create any partnership, joint venture or fiduciary relationship between the parties.

27. **Amendment.** This Agreement may be amended only in writing signed by the parties hereto.

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.



L. Sadler
City Recorder

"CITY"

Draper City

By: *Richard M. Oles*
Mayor

"MASTER DEVELOPER"

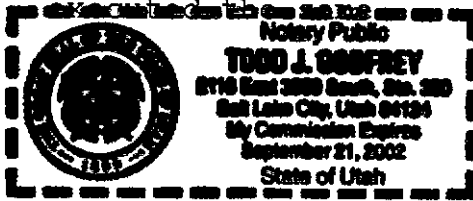
DAE/Westbrook, L.L.C., a Delaware limited liability company

By: *[Signature]*
Its: ASSISTANT VICE PRESIDENT

CITY ACKNOWLEDGMENT

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

On the 24th day of August, 1999, personally appeared before me Richard D. Alsop, who being by me duly sworn, did say that he is the Mayor of Draper City, a municipal corporation, and that said instrument was signed in behalf of the City by authority of its governing body and said Mayor acknowledged to me that the City



My Commission Expires:

Sept. 21, 2002

[Signature]
NOTARY PUBLIC

Residing at:

Salt Lake County

MASTER DEVELOPER ACKNOWLEDGMENT

Colorado
STATE OF UTAH)
Douglas County :ss.
COUNTY OF SALT LAKE)

On the 23rd day of August, 1999, personally appeared before me Patrick Vaughn, who being by me duly sworn, did say that he is the Assistant Vice President of DAE/Westbrook, L.L.C., a Delaware limited liability company, 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.



My Commission Expires:

2000

[Signature]
NOTARY PUBLIC

Residing at:

304 Inverness Way South #165
Englewood, CO 80112

ENT 109671 BK 5240 PG 872



RECYCLED

EDR11

800-322-0310

ALL STATE LEGAL

EXHIBIT "A"
LEGAL DESCRIPTION OVERALL BOUNDARY
PER THOMPSON-HYSELL ENGINEERS RECORD OF SURVEY SIGNED 9/1/98

All of that certain real property situated in the counties of Salt Lake and Utah, State of Utah, all in Township 4 South, Range 1 East, Salt Lake Base and Meridian and being more particularly described as follows:

Beginning at a Utah County monument marking the east quarter corner of Section 14, Township 4 South, Range 1 East, thence South $00^{\circ}33'23''$ West along the east line of said Section 14 for 1361.92 feet; thence South $89^{\circ}42'28''$ West for 1076.44 feet; thence South $00^{\circ}20'20''$ West for 2582.07 feet to a point on the north line of the south half of the northeast quarter corner of Section 23; thence South $89^{\circ}47'00''$ West along said north line for 1583.21 feet; thence North $00^{\circ}14'17''$ East for 1322.97 feet to a Utah County monument marking the north quarter corner of said Section 23; thence North $89^{\circ}49'17''$ West along the north line of said Section 23 for 2652.05 feet to the Utah County monument marking the northwest corner of said Section 23; thence North $89^{\circ}45'27''$ West along the north line of Section 22 for 134.49 feet to a found rebar; thence South $62^{\circ}44'11''$ West for 590.23 feet to a found rebar; thence South $54^{\circ}43'11''$ West 1669.14 feet; thence South $66^{\circ}22'44''$ West for 1540.56 feet; thence South $73^{\circ}56'59''$ West for 899.58 feet; thence South $89^{\circ}59'59''$ West for 2900.00 feet; thence North $00^{\circ}00'01''$ West for 715.98 feet to a found rebar; thence South $89^{\circ}59'59''$ West for 3540.61 feet to a found rebar; thence North $01^{\circ}18'43''$ West for 1356.48 feet to a point lying on the north line of Section 21, said point also lying on the south line of Section 16; thence North $89^{\circ}47'37''$ West along said south line of said Section 16 for 942.32 feet to a Utah County monument marking the southwest corner of said Section 16; thence North $89^{\circ}45'59''$ West along the south line of Section 17 for 2622.61 feet to a Utah County monument marking the south quarter corner of said Section 17; thence North $89^{\circ}45'47''$ West continuing along the south line of said Section 17 for 2622.36 feet to a Utah County monument marking the southwest corner of Section 17; thence North $00^{\circ}28'45''$ East along the west line of said Section 17 for 2632.35 feet to a Utah County monument marking the west quarter corner of said Section 17; thence South $89^{\circ}35'12''$ West on the north line of the south half of Section 18 for 1834.88 feet; thence North $50^{\circ}15'33''$ East for 2418.18 feet to a point on the west line of said Section 17; thence North $00^{\circ}55'12''$ East along the west line of said Section 17 for 1077.09 feet to a Salt Lake County monument marking the northwest corner of said Section 17; thence South $89^{\circ}18'03''$ East for 5297.88 feet; thence North $01^{\circ}16'41''$ East 1298.22 feet to a point on the west line of Section 9 from which a found stone marking the west quarter corner of Section 9 bears North $01^{\circ}16'41''$ East 1299.40 feet; thence South $89^{\circ}40'54''$ East for 1425.24 feet to a found rebar; thence North $02^{\circ}20'34''$ West for 1304.48 feet to a found rebar; thence South $89^{\circ}50'46''$ East for 745.59 feet; thence South $01^{\circ}31'13''$ East for 900.38 feet; thence South $89^{\circ}50'46''$ East 928.86 feet; thence North $33^{\circ}50'38''$ East for 1081.66 feet; thence South $89^{\circ}50'47''$ East for 1681.37 feet; thence continuing South $89^{\circ}50'47''$ East for 153.76 feet to a point on the west line of Uwe and Ullrich Michel recorded in Salt Lake County Records Office in Deed Book 3158 at Page 862, from which an existing rebar marking the northwest corner of said Michel property bears North $00^{\circ}00'11''$ West 150.15 feet; thence South $00^{\circ}00'11''$ East along the west line of said Michel property for 1167.26 feet to a found rebar lying on the north line of

the south half of the southwest quarter corner of Section 10; thence South 89°51'53" East along said north line for 685.36 feet to a found rebar; thence South 89°52'09" East continuing along said north line for 2663.80 feet to a point marking the northeast corner of the southeast quarter of the southwest quarter of said Section 10; thence South 00°10'32" West along the east line of the southeast quarter of the southwest quarter of said Section 10 for 1310.04 feet to a Utah County monument marking the south quarter corner of said Section 10; thence South 89°59'52" East along the south line of said Section 10 for 2665.49 feet to a Utah County monument marking the southeast corner of Section 10; thence North 00°06'53" East along the east line of said Section 10 for 2607.72 feet to a Utah County monument marking the east quarter corner of said Section 10; thence North 00°06'53" East continuing along the east line of said Section 10 for 1233.76 feet to a point, said point marking the southwest corner of Jay V. Beck and purported to lie on the Salt Lake, Utah County line, all as described in Deed Book 7428 at page 280; thence North 51°02'30" East along said line for 2226.30 feet to a point on the north line of Section 11; thence North 89°05'18" East along the north line of said Section 11 for 3631.04 feet to a stone marking the northeast corner of said Section 11; thence South 00°07'58" East along the east line of said Section 11 for 1330.59 feet to the northeast corner of the south half of the northeast quarter of said Section 11; thence South 89°23'02" West along said north line for 2685.15 feet to the northwest corner of the south half of the northeast quarter of said Section 11; thence South 00°07'39" West for 2624.64 feet to the northwest corner of the south half of the southeast quarter of said Section 11; thence North 89°45'56" East along the north line of the south half of the southeast quarter of said Section 11 for 1342.54 feet to the northeast corner of the southwest quarter of the southeast quarter of said Section 11; thence South 00°15'27" West for 1309.88 feet to the southeast corner of the southwest quarter of the southeast quarter of said Section 11; thence South 00°22'46" East to the east line of the west half of the northeast quarter of Section 14 for 2647.93 feet; thence South 89°33'59" East for 1346.64 feet to the POINT OF BEGINNING;

Containing 3788.5474 acres

LESS AND EXCEPT

That certain real property situated in the northwest quarter of Section 15 and the northeast quarter of Section 16 all in Township 4 South, Range 1 East, Salt Lake Base and Meridian being more particularly described as follows:

Commencing at a Utah County monument marking the north quarter corner of said Section 15; thence South 89°59'56" West along the north line of said Section 15 for 1978.51 feet to a found rebar; said rebar being the POINT OF BEGINNING; thence South 00°00'07" West for 2630.30 feet to a found rebar; thence South 89°59'56" West for 1374.60 feet to a found rebar; thence North 00°00'07" East for 2630.30 feet to a found rebar; thence North 89°59'56" East for 1374.60 feet to the POINT OF BEGINNING.

Containing 83.0030 acres.

LESS AND EXCEPT

Certain real property situated in Utah County, State of Utah in the southwest quarter of Section 15, Township 4 South, Range 1 East, Salt Lake Base and Meridian being more particularly described as follows:

Beginning at a Utah County monument said monument marking the west quarter corner of said Section 15; thence North 89°18'27" East along the north line of the south half of said Section 15; for 458.71 feet; thence South 00°30'16" East for 2683.86 feet to a Utah County monument in the southwest corner of said Section 15; thence North 10°12'31" West for 2721.29 feet to the POINT OF BEGINNING.

Containing 14.1312 acres

LESS AND EXCEPT

That certain real property situated in Salt Lake County, State of Utah, in the southeast quarter of Section 9, Township 4 South, Range 1 East, Salt Lake Base and Meridian being more particularly described as follows:

Commencing at a Salt Lake County monument, said monument marking the southeast corner of Section 9; thence South 89°52'50" West along the south line of said Section 9 for 1500.00 feet to the POINT OF BEGINNING; thence South 89°52'50" West continuing along said south line for 375.00 feet; thence North 00°00'00" East for 585.00 feet; thence North 89°52'50" East for 375.00 feet; thence South 00°00'00" East for 585.00 feet to the POINT OF BEGINNING.

Containing 5.0361 acres.

LESS AND EXCEPT

A Strip of land Fifty (50.0) Feet wide and included between two lines extended to the property lines and everywhere equally distant Twenty-five (25.0) Feet on each side of that portion of the following described center line of the Alpine-Draper Tunnel between Station 2+29.6 to Station 25+32.6, measured at right angles thereto. Said center line is more particularly described as follows:

Beginning at Station 2+29.6, a point on the Grantor's property, which property is in the West Half of the Northwest Quarter (W½NW¼) of Section Twenty-three (23), and the Northeast Quarter of the Northeast Quarter (NE¼NE¼) of Section Twenty-two (22), all in Township Four (4) South, Range One (1) East, Salt Lake Base and Meridian, from which point the Northwest corner of said Section 23 bears North One Thousand Nine Hundred Eighty-four and Three-tenths (1,984.3) Feet and West Five Hundred Ninety (590.0) Feet; thence North 30°30' West Twenty-three Hundred Three (2303.0) Feet to Station 25+32.6, a point on the North line of the Grantor's property, from which point the Northeast corner of said Section 22 bears East Five Hundred Seventy-eight and Eight-tenths (578.8) Feet; Containing 2.64 acres, more or less;

AND

ENT 109671 BK 5240 PG 876

A strip of land Fifty (50.0) Feet wide and included between two lines extended to the property lines and everywhere equally distant Twenty-five (25.0) Feet on each side of that portion of the following described center line of the Alpine-Draper Tunnel between Station 86+60.5 to Station 114+90.2, measured at right angles thereto. Said center line is more particularly described as follows:

Beginning at Station 86+60.5, a point on the South line of the Grantor's property in the Southwest Quarter (SW $\frac{1}{4}$) of Section Ten (10), Township Four (4) South, Range One (1) East, Salt Lake Base and Meridian, from which point the Northwest corner of said Section 10 bears North Five Thousand Seventy-eight and Two-tenths (5078.2) Feet and West Twenty-six Hundred Sixty-seven and Eight-tenths (2667.8) Feet; thence North 30°30' West Twenty-eight Hundred Twenty-nine and Seven-tenths (2829.7) Feet to Station 114+90.2, a point on the North line of the Grantor's property, from which point the Northwest corner of said Section 10 bears North Twenty-six Hundred Forty (2640.0) Feet and West Twelve Hundred Thirty-one and Six-tenths (1231.6) Feet; Containing 3.25 acres, more or less;

AND

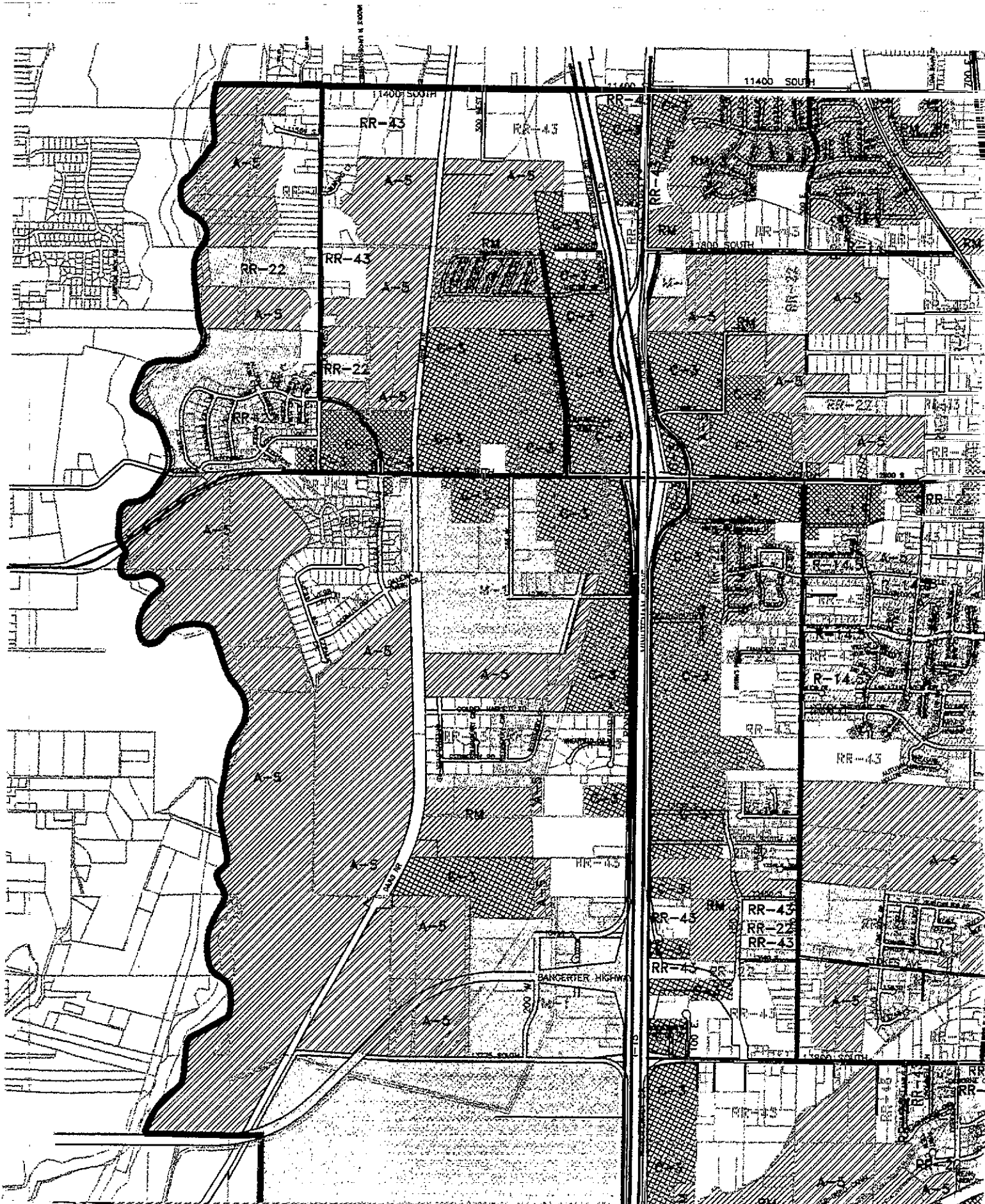
A strip of land Fifty (50.0) Feet wide and included between two lines extended to the property lines and everywhere equally distant Twenty-five (25.0) Feet on each side of that portion of the following described center-line of the Alpine-Draper Tunnel between Station 25+32.6 and Station 71+28.5, measured at right angles thereto. Said center line is more particularly described as follows:

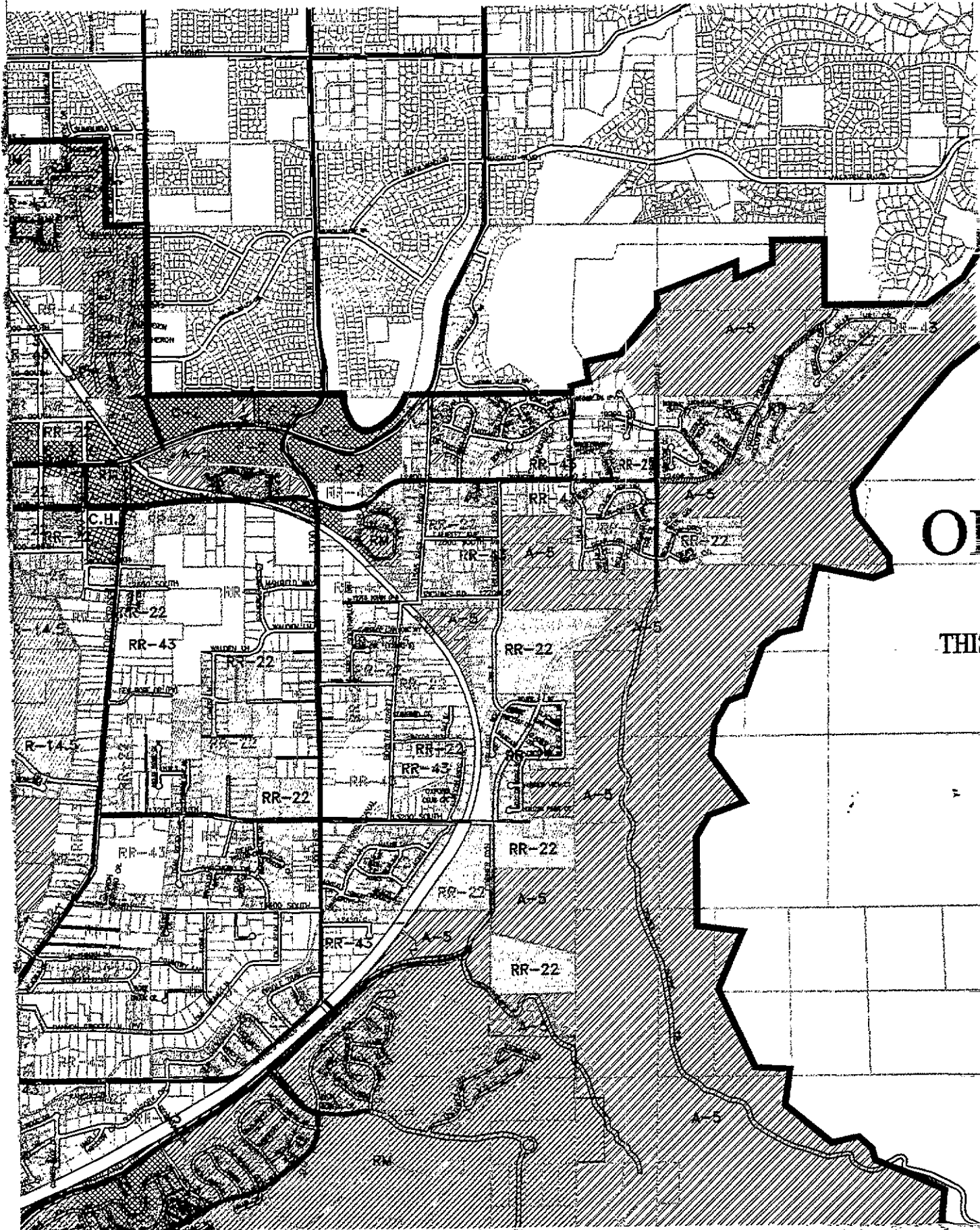
Beginning at Station 25+32.6, a point on the South line of the Grantor's property in the Southeast Quarter (SE $\frac{1}{4}$) of Section Fifteen (15), Township Four (4) South, Range One (1) East, Salt Lake Base and Meridian, from which point the Southeast corner of said Section 15 bears East Five Hundred Seventy-eight and Eight-tenths (578.8) Feet; thence North 30°30' West Forty-five Hundred Ninety-five and Nine-tenths (4595.9) Feet to Station 71+28.5) a point on the North line of the Grantor's property, from which point the Southeast corner of said Section 15 bears South Thirty-nine sixty (3960.0) Feet and East Twenty nine Hundred Eleven and Five-tenths (2911.5) Feet; Containing 5.28 acres, more or less:

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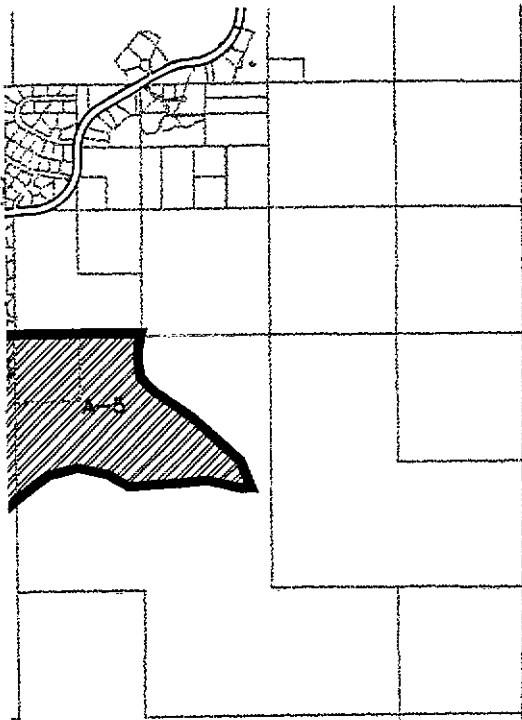
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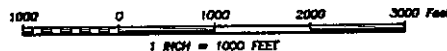
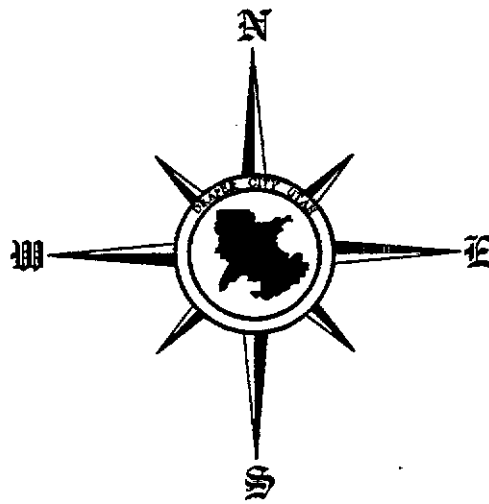
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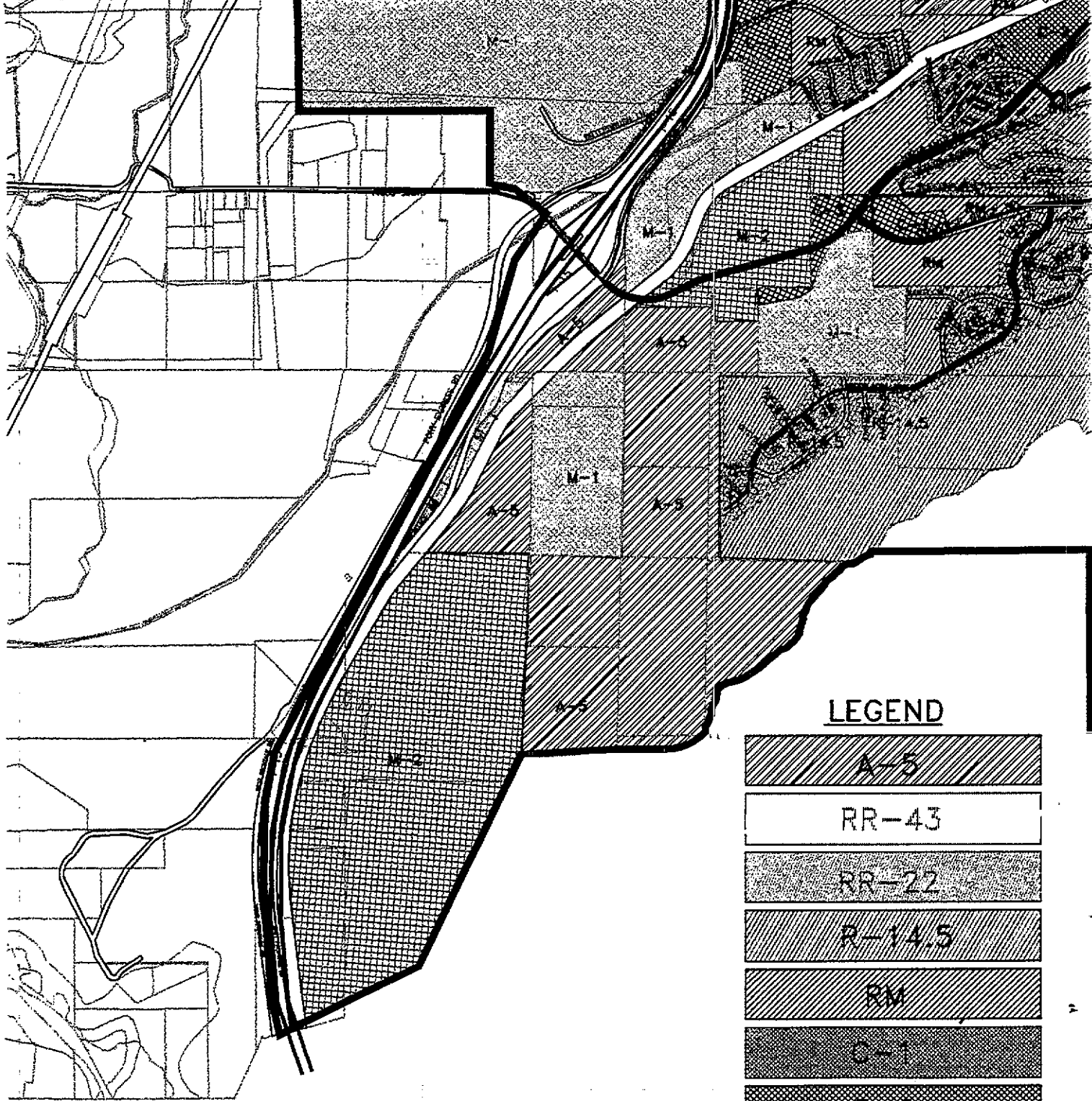
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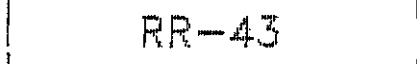








OFFICIAL ZONE DISTRICT MAP OF DRAPER CITY

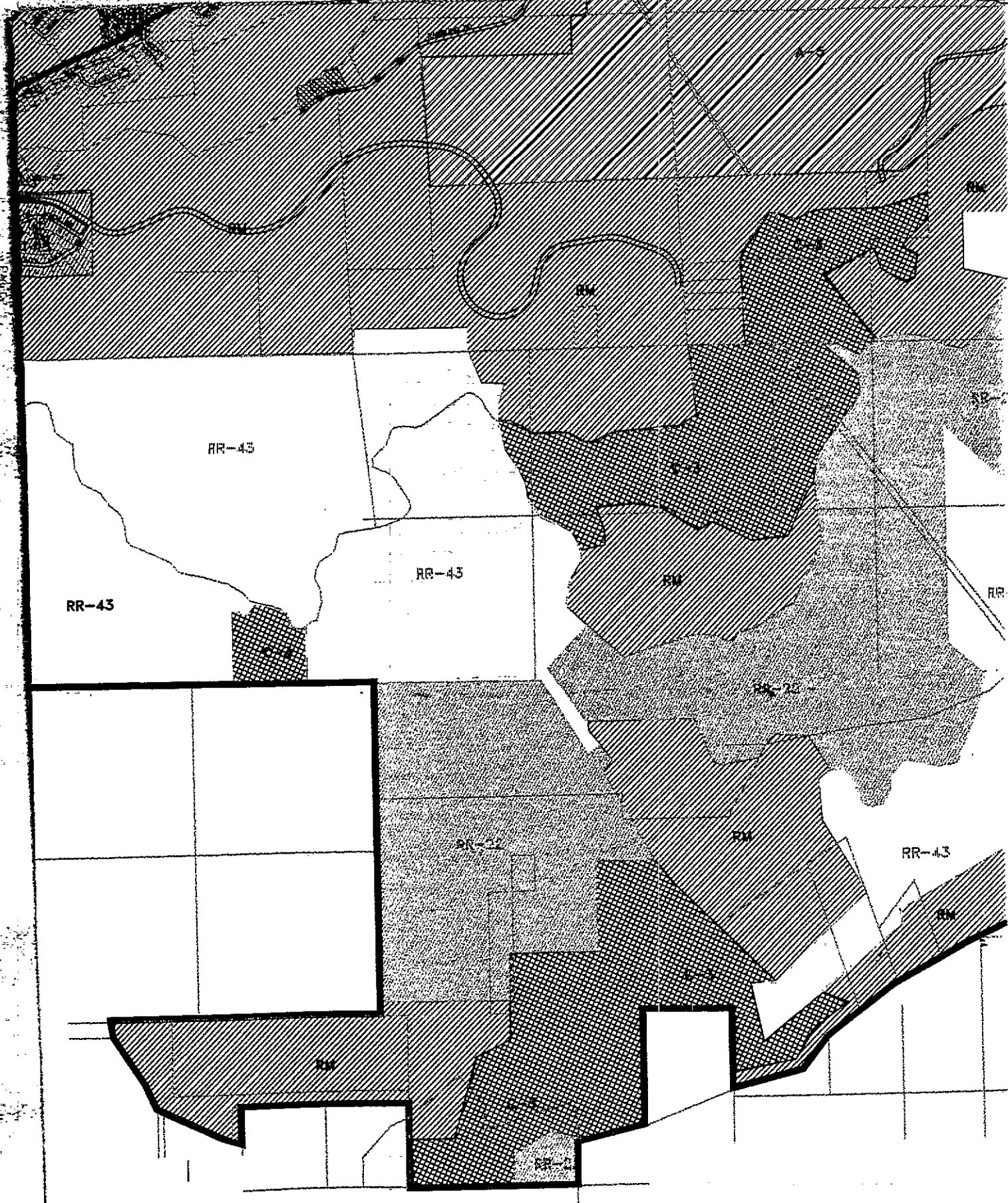
MAP SUPERCEDES AND REPLACES ALL OTHER ZONE DISTRICT MAPS
ADOPTED MAY 19, 1998

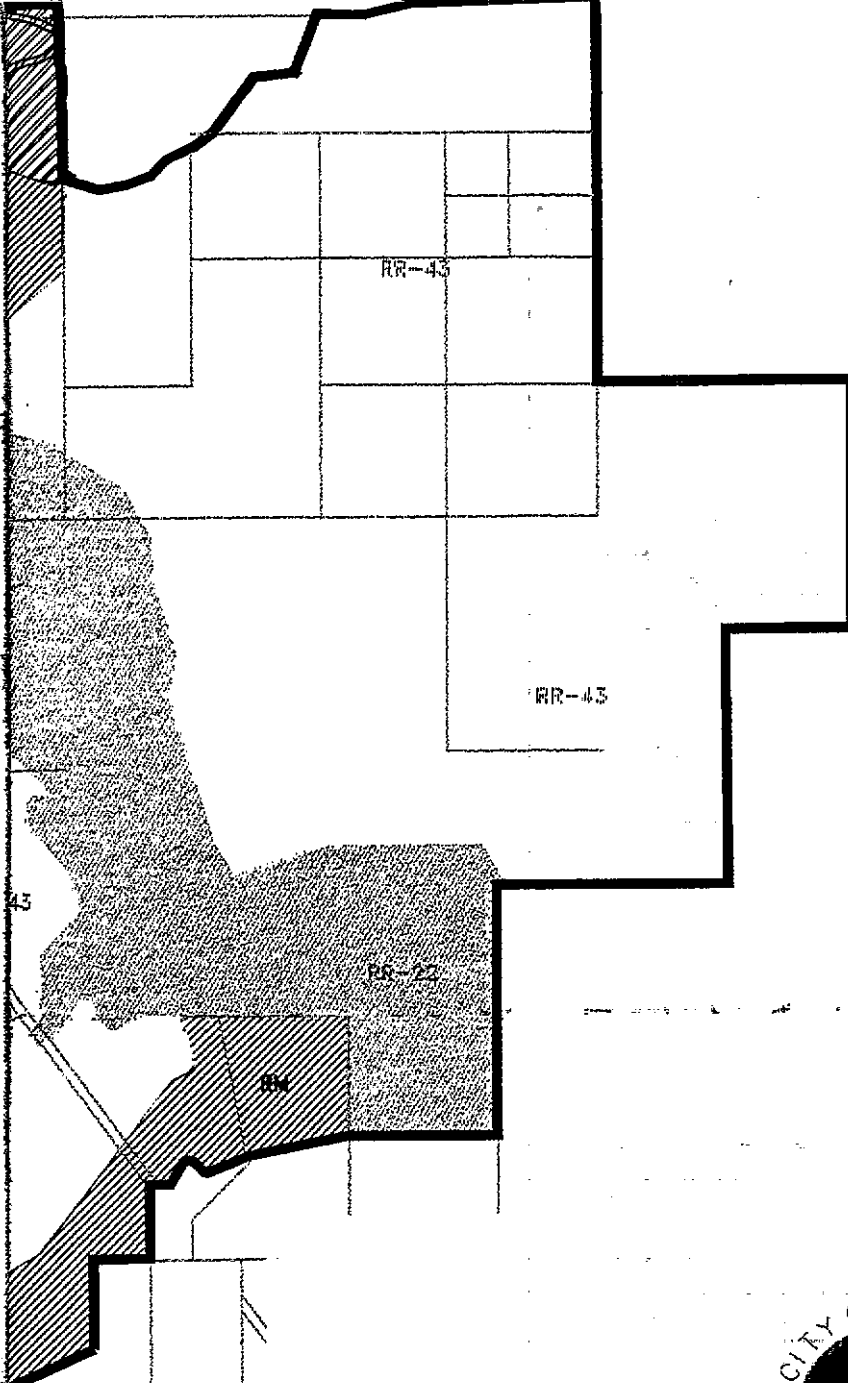




LEGEND

	A-5
	RR-43
	RR-22
	R-14.5
	RM
	C-1
	C-2
	C-3
	M-1
	M-2





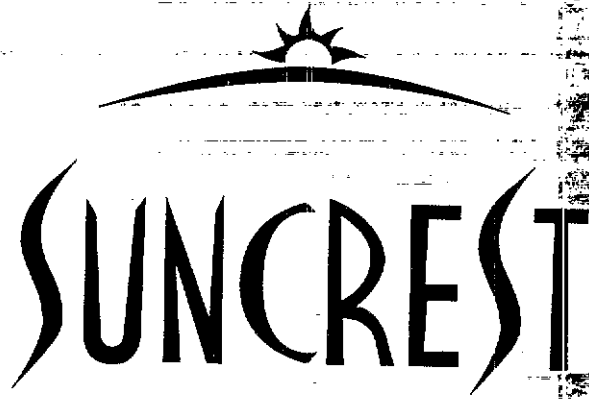
COUNCIL MEMBERS
 DOUGLAS H. BOONE
 MELANIE T. DANSE
 G. LINDSEYBORN
 PAUL J. MARGARETTANA
 JOHN R. PHILLIPS
 BRAD JENSEN

MAYOR
 RICHARD D. ALSOP

LAST AMENDED ON
 JUNE 16, 1998

ROAD ALIGNMENTS AND PROPERTY LINES WERE OBTAINED FROM
 GIS INFORMATION THROUGH SALT LAKE COUNTY AND UPDATED BY
 RECORDED PLATS.
 DRAPER CITY MAKES EVERY EFFORT TO PROVIDE CORRECT
 INFORMATION, BUT MAKES NO REPRESENTATION AS TO THE
 COMPLETENESS OR ACCURACY.

ENT 109671 BK 5240 PG 884



SunCrest Master Plan

Exhibit "C"

May 4, 1999

Prepared by

SunCrest Development Corp.

11538 South State Street, Suite 200
Draper, Utah 84020
801 / 571-9103, 801 / 571-9104 Fax

Approved by
Draper City Council
May 4, 1999

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SunCrest Development Guidelines

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SunCrest Master Planned Community
DEFINITIONS

1. "City" City of Draper, a Utah Municipal Corporation
2. "City Laws" All Ordinances, Resolutions, Engineering Standards and specifications, that are officially adopted by the City of Draper as defined in paragraph 7(a) of the Development Agreement
3. "Construction" Any activity pertaining to *SunCrest* that requires any City permit or approval.
4. "Design Review Board" The Design Review Board established by the *SunCrest* Master Association's Covenants, Conditions and Restrictions.
5. "Design Guidelines" The *SunCrest* Design Guidelines provide architecture and other design criteria for buildings and structures as well as lighting, signage, landscaping, and other features to be constructed on individual building lots at *SunCrest* and provide a basis for the decisions and recommendations of the Design Review Board.
6. "Developer" Any builder or developer of one or more residential units or any builder of commercial properties or other private properties within *SunCrest*.
7. "Development Agreement" The Master Development Agreement for *SunCrest* between the City of Draper and Master Developer.
8. "Development Guidelines" These *SunCrest* Development Guidelines that provide the theme and general design criteria for the major "Backbone" infrastructure to be constructed at *SunCrest* as approved by the City of Draper.
9. "Development Pods" Distinct development areas separated by roads, open space and other features as generally depicted on the drawings of the Master Land Use Plan.
10. "Graded Lots" Residential building lots which are 10,000 square feet or less in size which are clustered together and may be graded in a coordinated manner so as to collect and control storm water runoff in an approved drainage system. Graded Lots may also include larger lots for Public and Community Support Facilities.
11. "Master Association" *SunCrest* Master Homeowners Association, a Utah Non-Profit Corporation.
12. "Master Developer" DAE/Westbrook, L.L.C., a Delaware limited liability company.

13. "Master Plan" Consists of the Master Land Use Plan, Master Street Plan, Master Trails, Parks and Wildlife Corridor Plan, Master Water Plan, Master Drainage Plan, Master Sewer Plan, and Master Development Guidelines all as approved by the City.
14. "Natural Lots" Lots greater than 10,000 square feet in size which require customized site-specific design and construction in order to develop on the existing natural topography with a minimal amount of on-site grading and natural vegetation removal.
15. "*SunCrest*", also referred to as the "Project" *SunCrest* Master Planned Community, a PUD.

Master Land Use Plan

Purpose

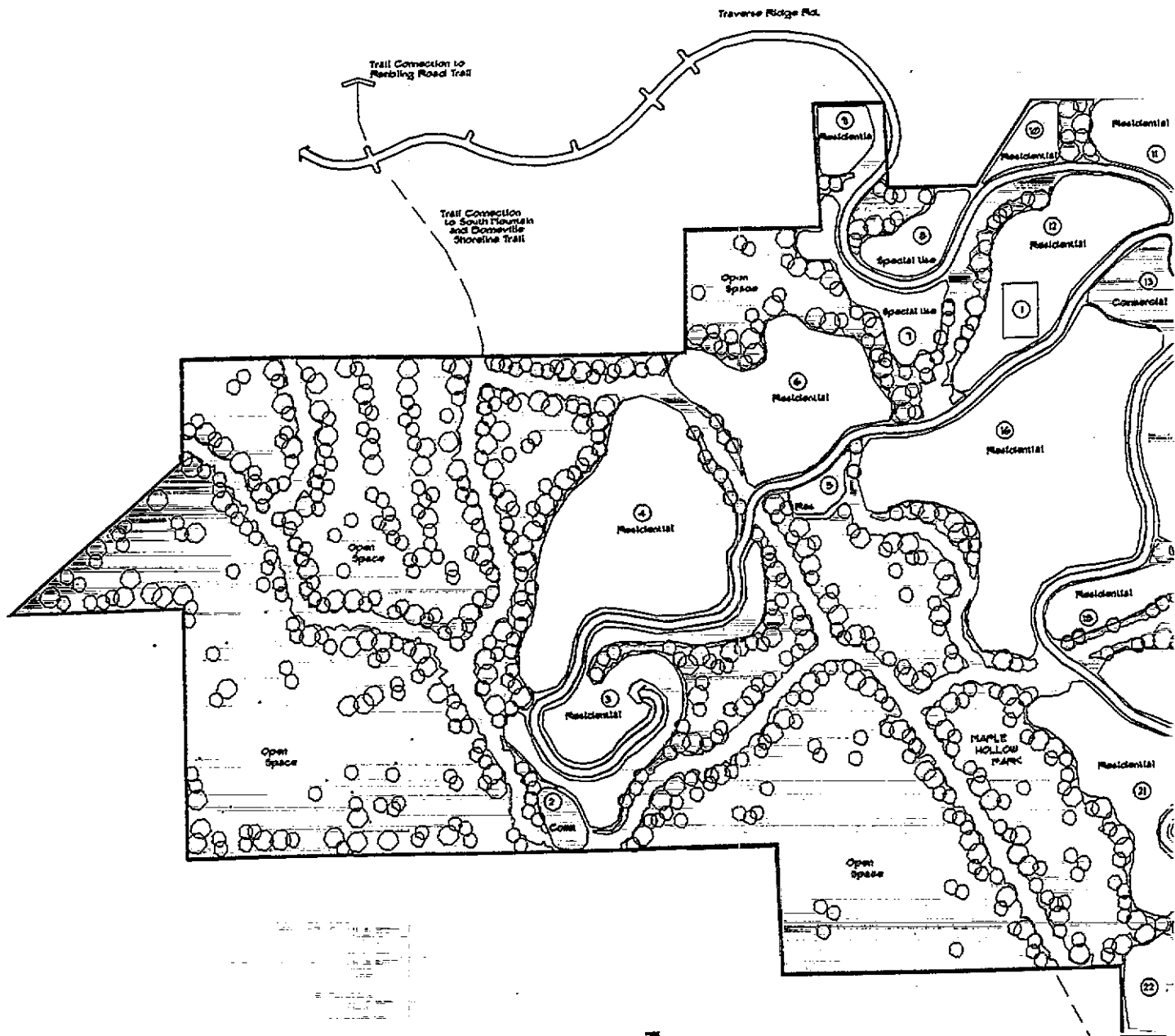
The purpose of the SunCrest Master Land Use Plan is to generally and schematically show the overall development concept for the SunCrest Master Plan showing Residential, Commercial, Open Space, and Special Use areas.

Planning Goals And Objectives

(The SunCrest Master Land Use plan is intentionally general and schematic and subject to revisions and alterations. This provides the flexibility to respond to a changing marketplace as well as the flexibility to adjust to actual field conditions that will be analyzed and studied in detail on a Phase by Phase basis with each Preliminary Plat Map. Refer to the approved SunCrest Development Guidelines and supplemental professional studies for more specific information.)

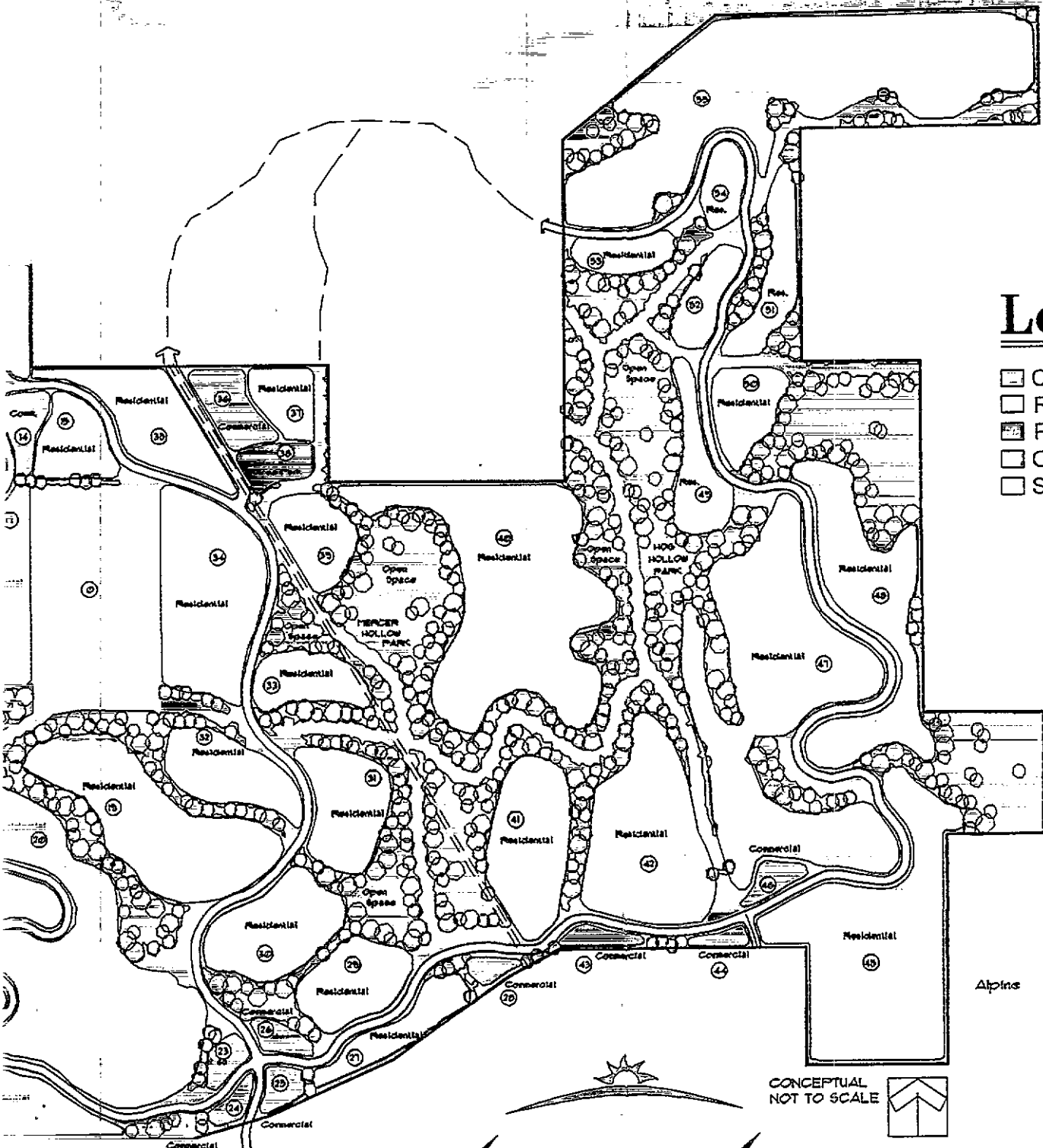
1. Provide for other community support facilities at schools, churches, libraries, and emergency service facilities at appropriate locations throughout the Master Plan after precise and detailed engineering studies are available for each potential site.
2. Cluster development into confined pods in order to reserve large contiguous blocks of natural open space for scenic, recreation and wildlife use.
3. Provide a large variety of housing styles, lots and sizes and price ranges in order to encourage the desired economic and demographically diverse community all developed under the umbrella of an overall consistent and common "Alpine" theme tailored as appropriate to actual site and market conditions.
4. Use Protective Covenants and Architectural Design Guidelines appropriate for the setting, emphasizing natural colors and building materials to be administered by SunCrest Design Review Board for the protection and enhancement of the long term property values in the community.
5. Provide for the intensity of residential development in each pod to respond to future market demands as determined by the Master Developer upon final design of each Preliminary Plat, which adequately addresses the appropriate design criteria of the SunCrest Master Plan documents and City Laws.

6. Provide access, if possible, to development Pod #9 through the contiguous property north of the SunCrest Property.



concept master plan

Master Land Use Plan



Legend

- Commercial
- Residential
- Parks
- Open Space
- Special Use

CONCEPTUAL
NOT TO SCALE



SUNCREST

MOUNTAIN-SKY-HOME

May 4, 1999



Figure "A"
Page 3

Connection
Bonneville
County Trail
to Utah County

Road Connection
to State Road GR-12

SunCrest Master Planned Community Master Street Plan

Purpose

The purpose of the SunCrest Master Street Plan is to generally and schematically depict the size and location of the community's main collector road system subject to final engineering design, future traffic studies and actual site conditions.

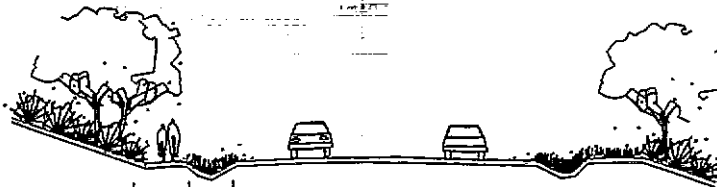
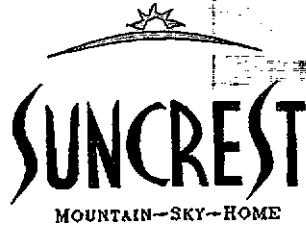
Planning Goals And Objectives

(Refer to the approved SunCrest Development Guidelines and the "SunCrest Traffic and Roadway Standards", prepared by Fehr & Peers Associates, dated December 15, 1998 as well as any subsequent supplemental professional studies for more specific information.)

1. Provide for safe and adequate traffic circulation throughout the Master Plan area.
2. Provide a pleasurable driving experience by providing a common streetscape theme and feeling appropriate for the site's alpine mountain setting.
3. Use modified street standards and street sections for the SunCrest Master Plan as depicted on the Master Street Plan and in the approved Development Guidelines subject to actual site conditions and appropriate final engineering design criteria.
4. Apply AASHTO Standards, reduced design speeds and traffic calming techniques, as may be determined appropriate by qualified traffic and design engineers to be incorporated into the final street design in order to slow down traffic, avoid auto / pedestrian and wildlife related accidents and minimize road grading relating impacts to the site.

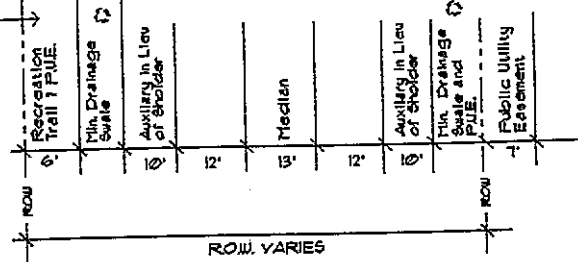
5. Utilize appropriate traffic calming techniques to include, but not limited to, curvilinear streets and site specific application of the narrowed street sections and cul-de-sacs as may be determined appropriate for actual site conditions determined at final street design by qualified, professional, and licensed traffic and design engineers.
6. Extend the collector road system to connect to State Highway SR-92 in such a manner that it will provide for a secondary access to SunCrest without encouraging offsite commuters to "shortcut" the preferred offsite major traffic route of I-15 around the point of the mountain.
7. Maintain by the Master Developer, in accordance with the SunCrest Development Agreement, Corner Canyon Road as a secondary emergency access road commencing at the time that the City issues the first residential home occupancy permit and extending to the time that a two-lane graded all weather road extends through the property to State Highway SR-92.
8. Limit, in accordance with the SunCrest Development Agreement, residential development within the SunCrest Master Plan area to 1500 residential occupancy permits issued by the City until a two-lane road built to City specifications is completed to State Highway SR-92.
9. Provide that the western-most extension of Deer Ridge Drive serves as the primary collector into the western development pods shown on the Master Land Use Plan. Within the pods provide alternative access to the Natural Lots through local public roads, private lanes or rights of ways.

Concept Master Plan Master Street Plan



Note:
6" Underdrain to be installed only in areas where the slope of the roadside swale is 2% or less

Note:
Recreation Trail may meander outside of the Right of Way if Public and Maintenance access is maintained.



Transition Collector R.O.W. Varies

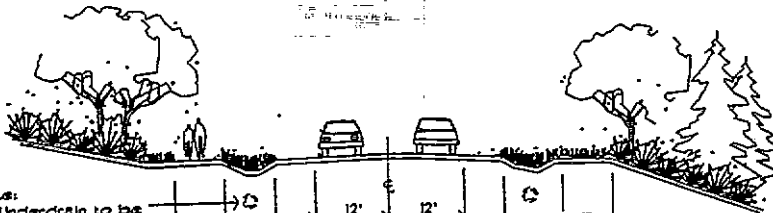
SUNCREST
DRAPER, UTAH

Major Intersections

Exhibit A-1

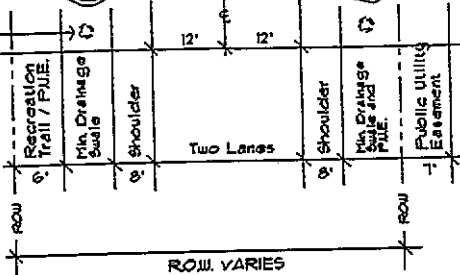
PREPARED FOR
SunCrest Development Corp.

Major Collector (see Existing)



Note:
6" Underdrain to be installed only in areas where the slope of the roadside swale is 2% or less

Note:
Recreation Trail may meander outside of the Right of Way if Public and Maintenance access is maintained.



Collector 78' R.O.W.

SUNCREST
DRAPER, UTAH

SunCrest Drive

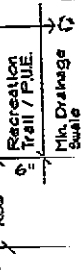
Exhibit A-2

PREPARED FOR
SunCrest Development Corp.



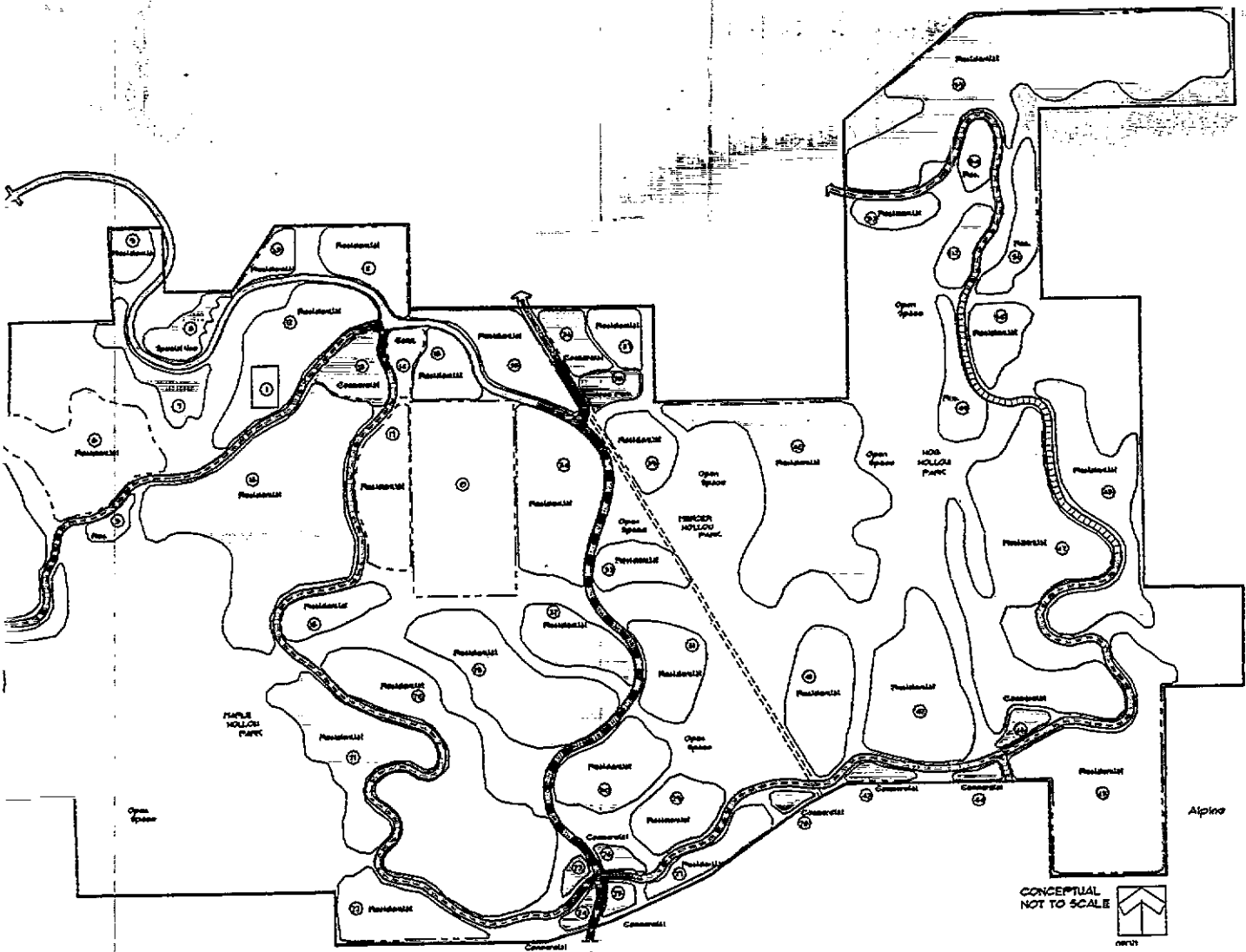
Note:
6" Underdrain to be installed only in areas where the slope of the roadside swale is 2% or less

Note:
Recreation Trail may meander outside of the Right of Way if Public and Maintenance access is maintained.



Residential

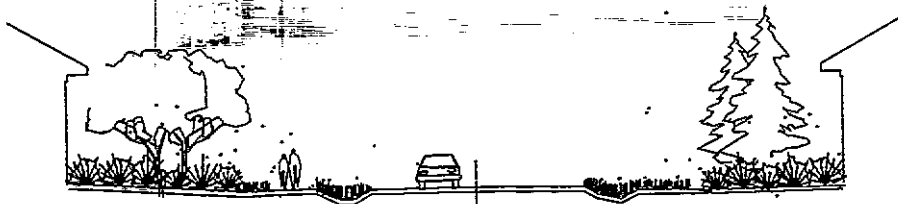
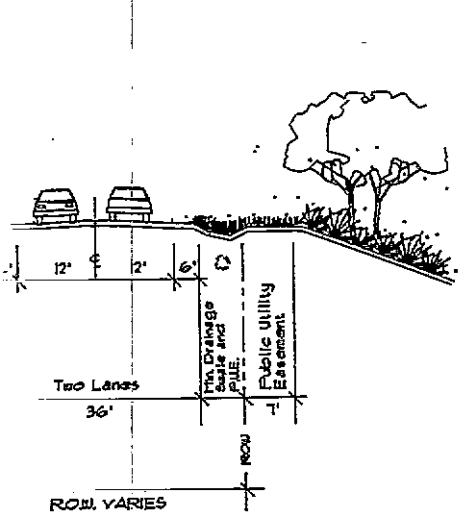
SUNCREST
DRAPER, UTAH



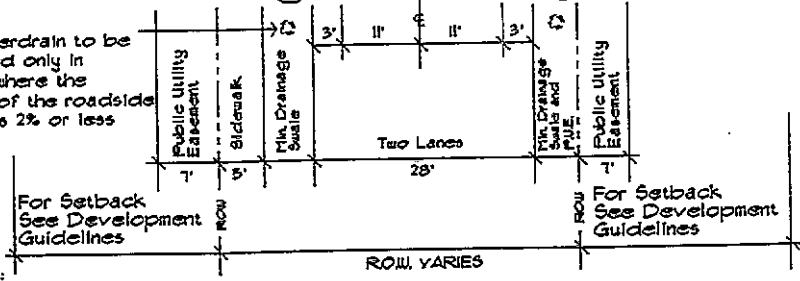
traverse Ridge Road)

Road Connection to State Highway 69-12

ENT 109671 BK 5240 PG 899



Note:
6" Underdrain to be installed only in areas where the slope of the roadside swale is 2% or less



For Setback See Development Guidelines

For Setback See Development Guidelines

Note:
Cul-de-sac lots may have 5' reduction in ROW (No Sidewalk)

Sector 43' R.O.W.

View Drive
Loop
Ridge Drive
PREPARED FOR
SunCrest Development Corp.
Exhibit A-3

Local Street
Neighborhoods designated for Lots greater than 10,000 s.f.

SUNCREST
DRAPER, UTAH
"Eastern Loop"
PREPARED FOR
SunCrest Development Corp.
Exhibit A-4

(see exhibit A-3 for local street section for graded lots less than 10,000 s.f.)

SunCrest Master Planned Community Master Trails Parks and Wildlife Corridor Plan

Purpose

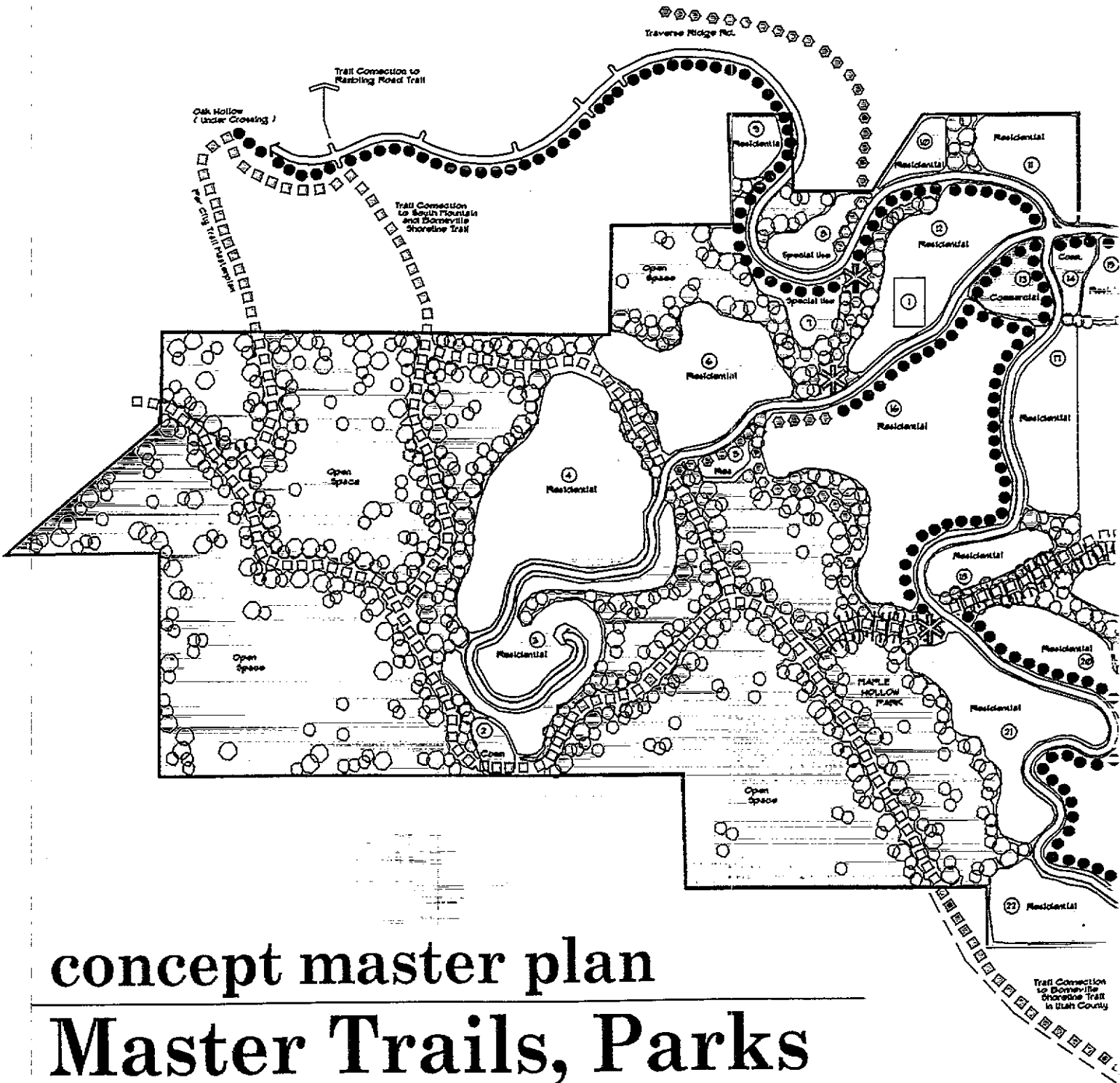
The Master Trails Parks and Wildlife Corridor Plan generally and schematically shows how the Master Plan recreation element and wildlife corridors / open space interface with the residential and commercial elements of the Master Plan.

Planning Goals And Objectives

(Refer to the approved SunCrest Development Guidelines and the "SunCrest Masterplan General Management Guidelines for Wildlife", prepared by SWCA, Inc. Environmental Consultants, dated November 30, 1998, as well as any supplemental professional studies for more specific information.)

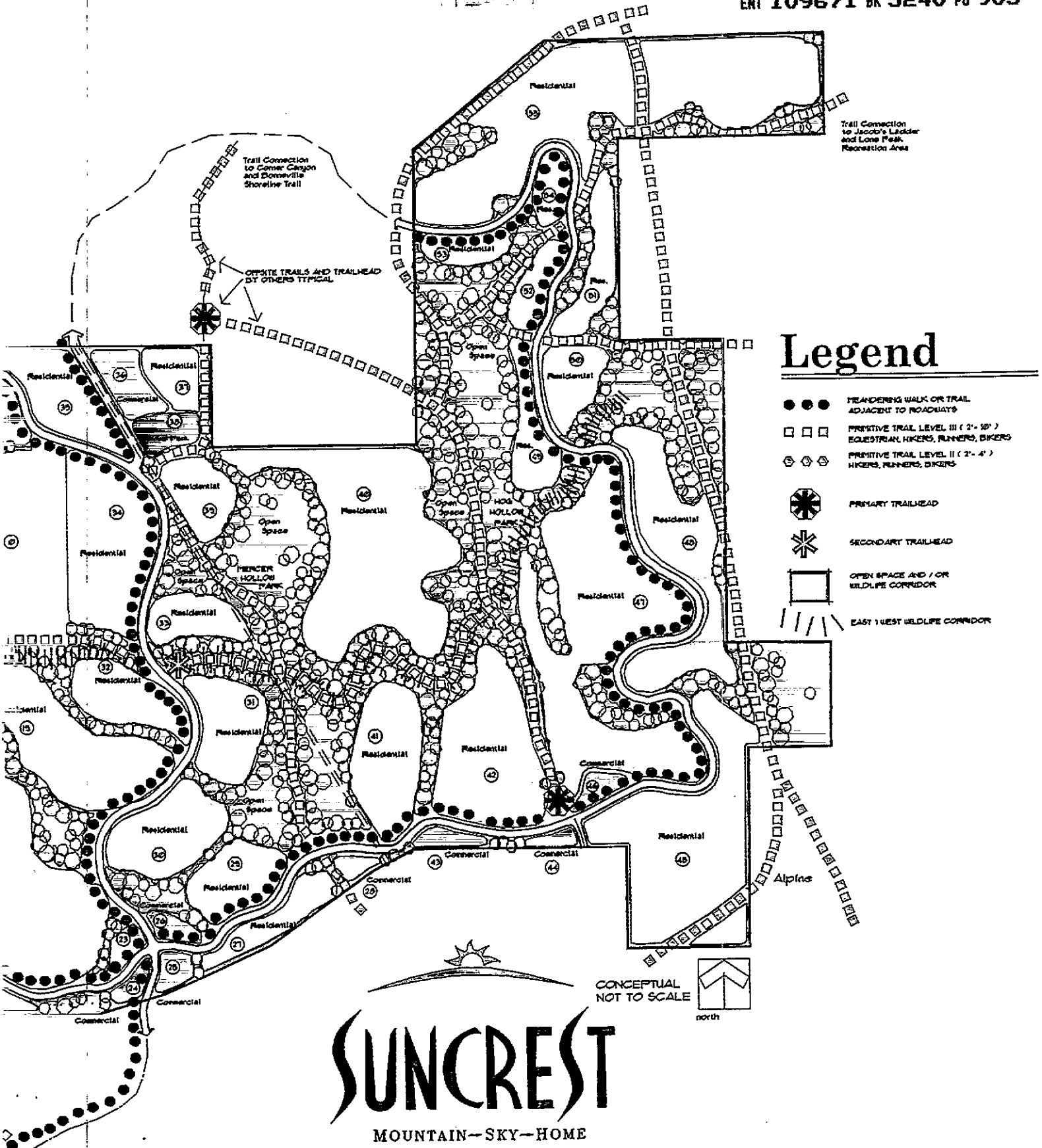
1. Provide an integrated pedestrian trail and / or sidewalk network throughout the SunCrest Master Plan that further extends the City's existing trail system onto the Traverse Ridge.
2. Provide selected trails for equestrian use throughout the open space areas of the Master Plan and discourage equestrian use adjacent to collector roads.
3. Encourage the joint use of school and park facilities to enhance the recreational opportunities.
4. Provide small "Pocket Parks" as set out in detail in the SunCrest Development Guidelines.
5. Provide large "Hollow Parks" to be incorporated in Maple Hollow, Mercer Hollow and Hog Hollow linked together with a network of equestrian and pedestrian trails to provide for wildlife and nature study opportunities.

6. Prohibit motorized vehicle use of the off-road trail system.
7. Maximize the opportunities provided by the unique elevation, topography and site conditions found at SunCrest, to uniquely satisfy the City Park requirements as proposed in the Master Plan and Development Guidelines with large blocks of natural open space (on selected western ridges and hollows), 3 natural "Hollow Parks" with passive improvements, improved neighborhood and pocket parks, all linked together with a trail and sidewalk network.
8. Employ the joint use of detention basins blended and incorporated into the parkland or as open space amenities.




concept master plan

Master Trails, Parks and Wildlife Corridor Plan



Legend

- ● ● MEANDERING WALK OR TRAIL ADJACENT TO ROADWAYS
- □ □ PRIMITIVE TRAIL, LEVEL III (2'-10") EQUESTRIAN, HIKERS, RUNNERS, BIKERS
- ⬡ ⬡ ⬡ PRIMITIVE TRAIL, LEVEL II (2'-4") HIKERS, RUNNERS, BIKERS
- ★ PRIMARY TRAILHEAD
- ✱ SECONDARY TRAILHEAD
- ▭ OPEN SPACE AND / OR WILDLIFE CORRIDOR
- ▭ EAST WEST WILDLIFE CORRIDOR


SUNCREST
 MOUNTAIN-SKY-HOME

May 4, 1999



Figure "C" Page 9

SunCrest Master Planned Community Master Water Plan

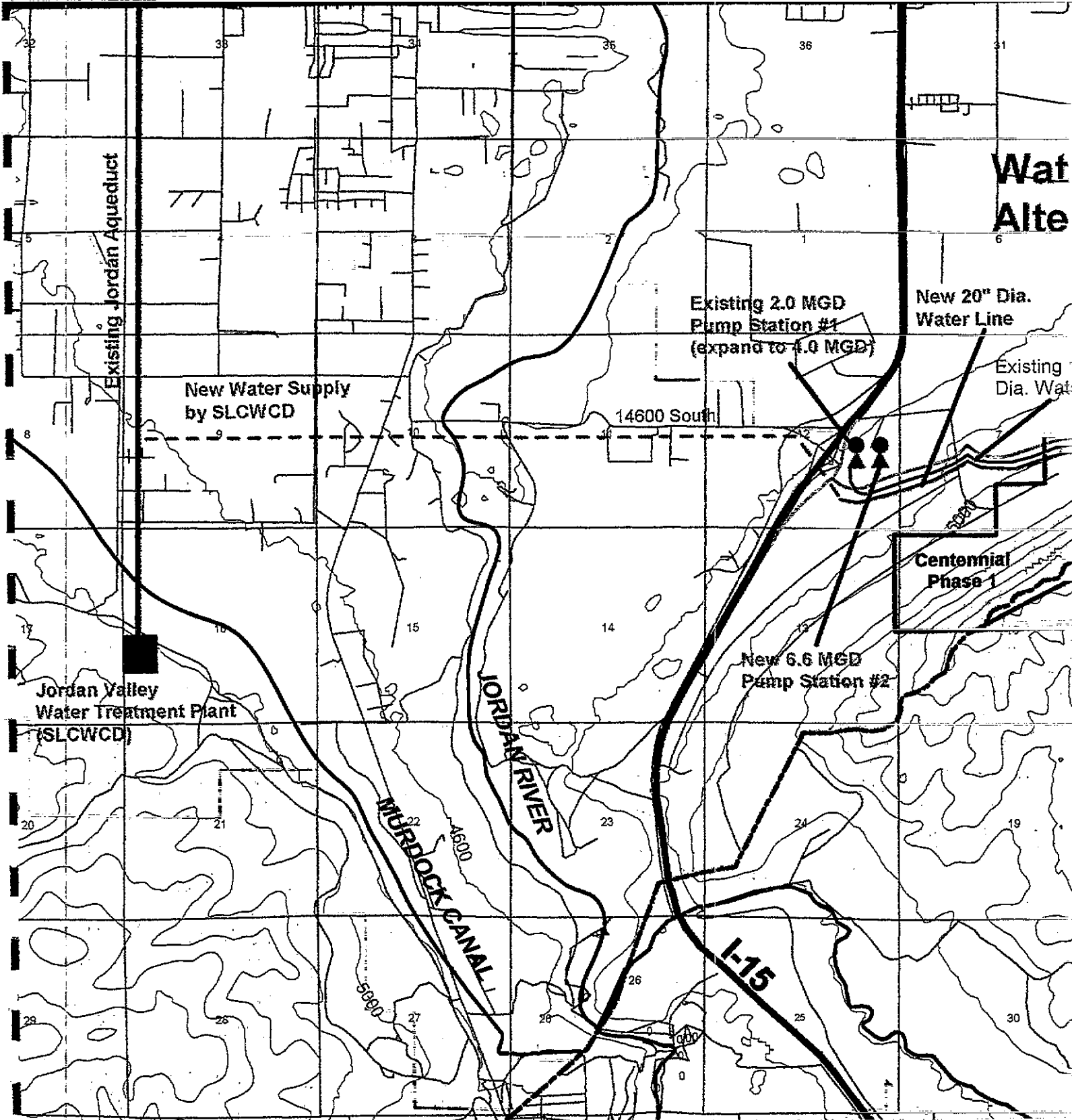
Purpose

The purpose of the SunCrest Master Water Plan is to schematically depict the major water storage and distribution facilities to be constructed to service the Traverse Ridge area. This includes the SunCrest Master Planned Community and 2,000 additional dwelling units.

Planning Goals And Objectives

[Refer to the approved SunCrest Development Guidelines and the "SunCrest Water System Masterplan", prepared by EWP Engineering, dated November 24, 1998, as well as any supplemental professional studies for more specific information. The Water Master Plan has been designed to accommodate the needs of the SunCrest Master Plan area as well as an additional 2,000 undefined units as required by the City. Water pump stations have been sized for the ultimate water requirement and designed for future expansion, as water needs increase. The City has installed a water trunk line in Traverse Ridge Road, which has been sized to carry the ultimate anticipated water needs for Traverse Ridge (approximately 6,000 equivalent dwelling units).]

1. Design and construct water storage and distribution facilities which have the ability to be expanded as additional water requirements are determined.
2. Site and bury water tanks in a manner sensitive to the requirements of the Hillside Overlay District. Size and build water tanks as water demands require. (Buried tanks that gravity feed is the preferred alternative where feasible; however, this may require offsite tank locations to be aquired.)
- 3 Design and construct the water system to Draper City Standards and thereafter dedicate to the City of Draper who will maintain it as the water purveyor.

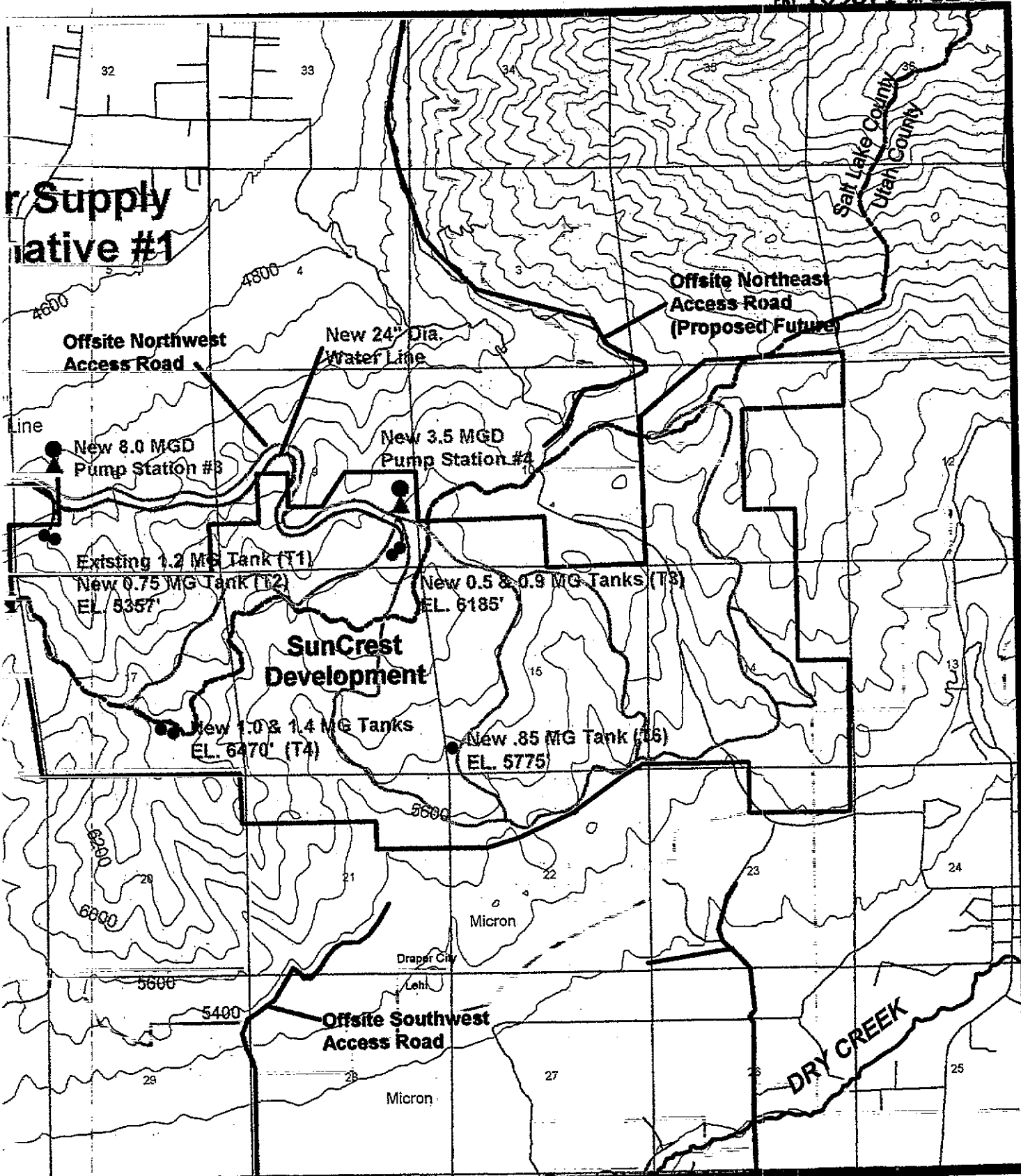


Scale: 1" = 3500'

All locations are approximate.

July 10, 1998


SunCrest
Cor

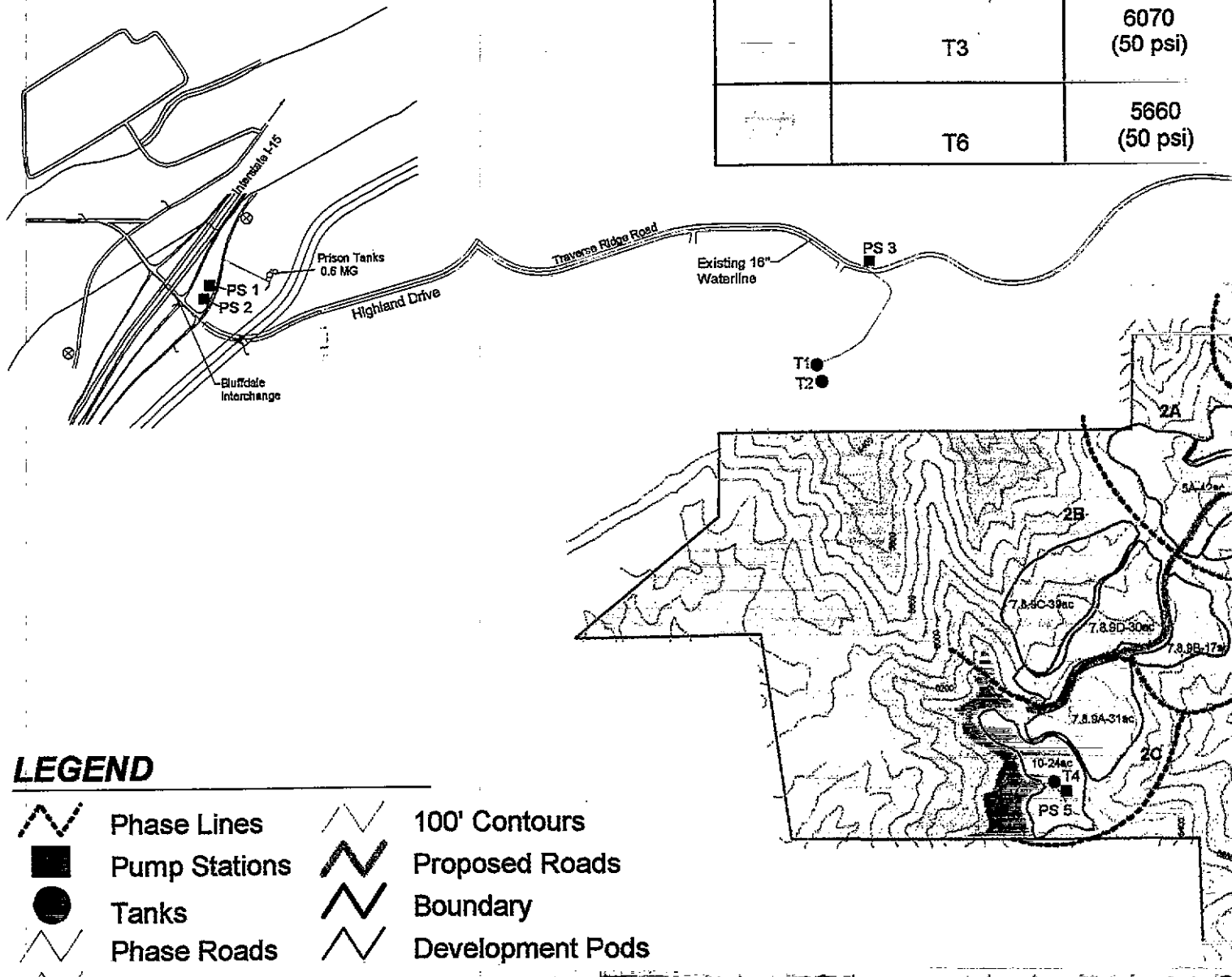


Development
oration










SunCrest Project Water System Master Plan

Figure "D"
Page 11

Color	Tank Service Area	Range Top
	To Be Determined	As Required
	T4	6355 (50 psi)
	T3	6070 (50 psi)
	T6	5660 (50 psi)



LEGEND

-  Phase Lines
-  100' Contours
-  Pump Stations
-  Proposed Roads
-  Tanks
-  Boundary
-  Phase Roads
-  Development Pods
-  Phase 1

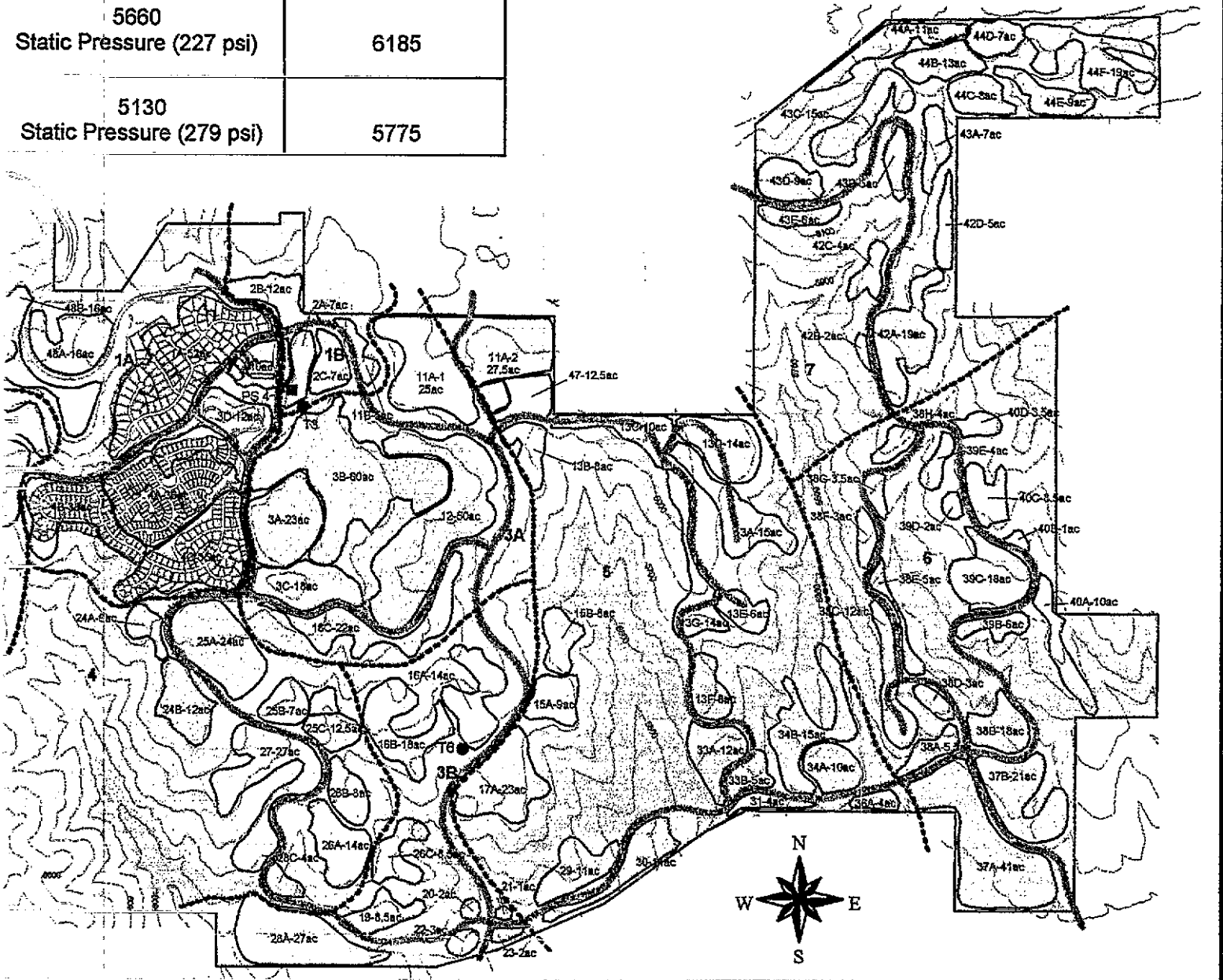
Prepared By:



July 10, 1998

SunCrest
On-Site Water System Mas
Tank Service Area M

Range Bottom	Tank Base Elevation
6355	N/A
6070 Static Pressure (173 psi)	6470
5660 Static Pressure (227 psi)	6185
5130 Static Pressure (279 psi)	5775



r Plan

Prepared For:
SunCrest Development Corp.



EXHIBIT 2

Figure "E"
 Page 12

SunCrest Master Planned Community Master Drainage Plan

Purpose

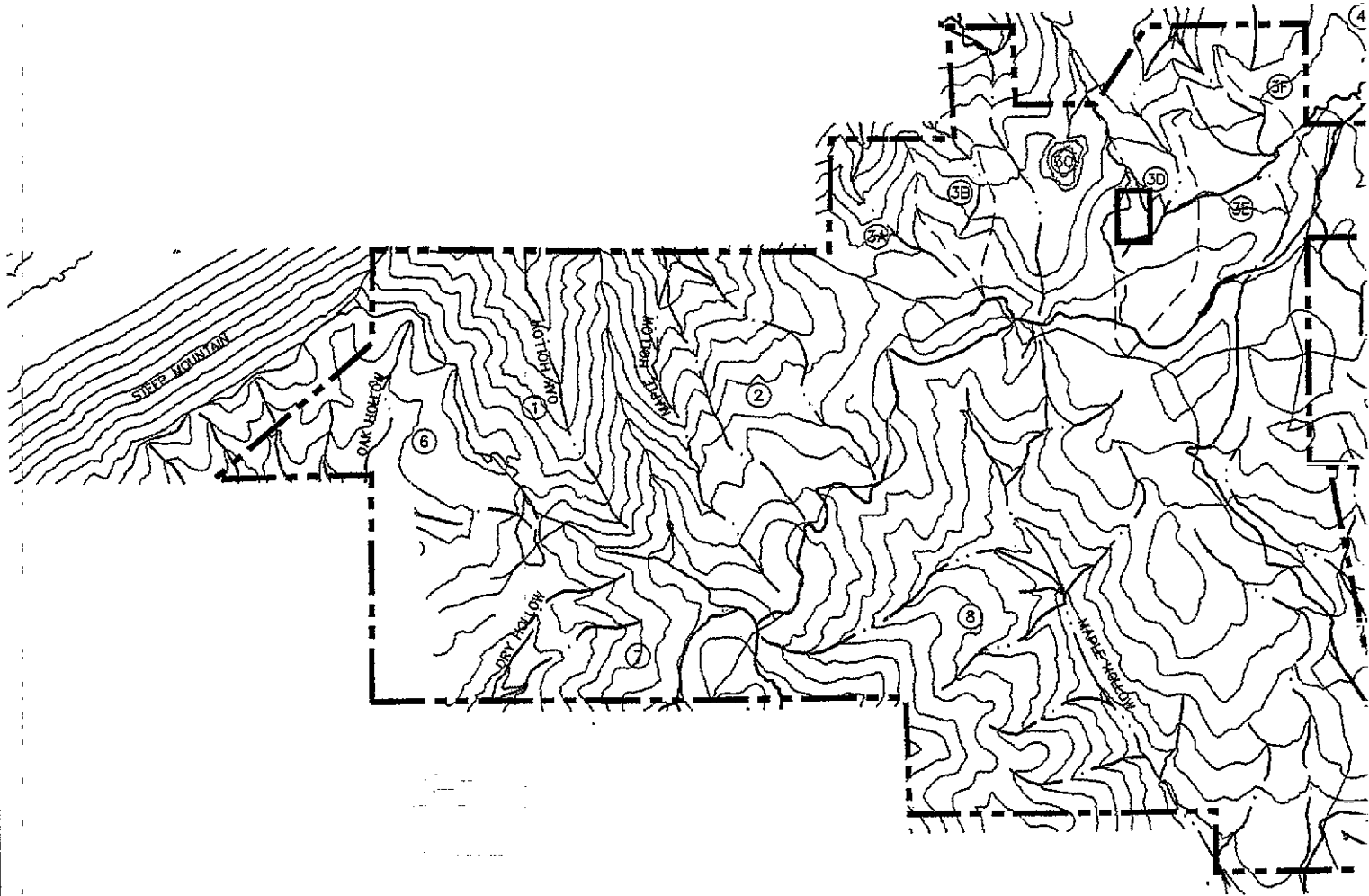
The purpose of the SunCrest Master Drainage Plan is to calculate and project the existing peak drainage flows that currently exist in the SunCrest Master Plan area prior to any development activity.

Planning Goals And Objectives

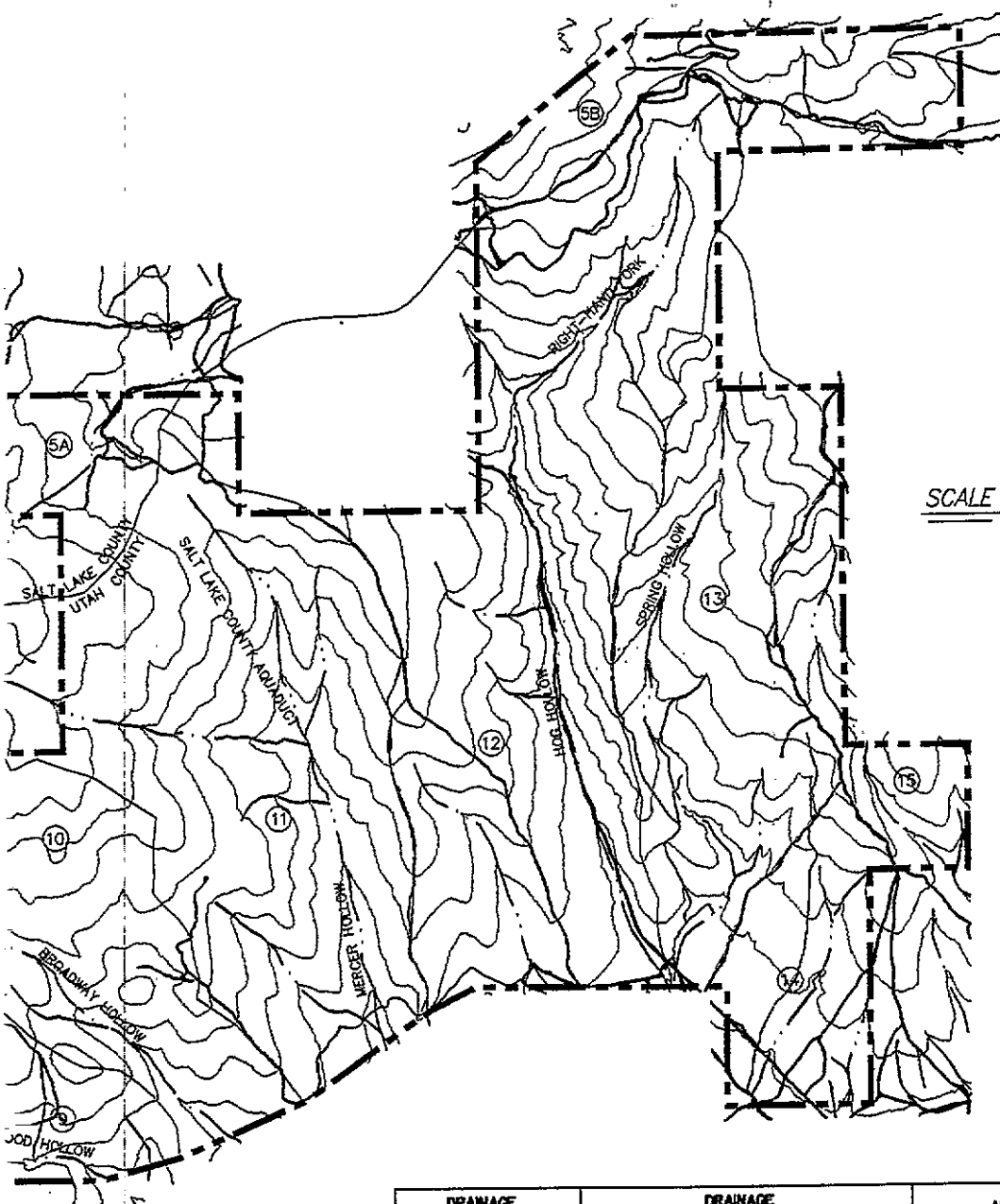
(Refer to the approved SunCrest Development Guidelines and the "SunCrest Projected Existing Peak Flows", prepared by Thompson-Hysell Engineers, dated December 1997, as well as any supplemental professional studies for more specific information.)

1. Utilize and incorporate the natural drainage courses with minimal improvements as appropriate into the overall storm drain plan for SunCrest.
2. Minimize the flooding and erosion potential of the site through proper design and sizing of the storm drain facilities.
3. Provide that future development drainage studies verify that peak drainage flows after development do not exceed 0.1 CFS / Acre in accordance with the current City requirements.
4. Incorporate and blend detention basins and other storm drain facilities as appropriate into the natural open space and developed parklands in order to provide and encourage water quality and conservation, ground water recharge, wildlife habitat and wildlife drinking water opportunities. Size detention basins to provide for 100-year storm events.
5. Use open drainage swales, where feasible, along the roadways (as opposed to underground storm drain pipe) to convey storm water run off to existing natural drainage corridors provided that appropriate capacity, erosion control and other appropriate design criteria can be incorporated into the final design plans as determined by a qualified licensed professional design engineer and a landscape architect.

6. Safely convey storm water runoff through the site (utilizing historical drainage corridors with the minimum amount of man-made improvements) for the storm event in effect at the time of plat approval and minimize erosion and flooding potential.



①
—
—
—



SCALE 1" = 2000'

PROJECTED EXISTING
PEAK FLOWS

THOMPSON-HYSELL
ENGINEERS
5000 WEST 4700 SOUTH, TAYLORVILLE, UTAH 84143 801-884-0385

DRAINAGE BASIN DESIGNATION	DRAINAGE BASIN NAME	AREA (ACRES)	EXISTING FLOWS ¹
1	OAK HOLLOW (NORTH SIDE)	158.89	27
2	MAPLE HOLLOW (NORTH SIDE)	241.94	86
3A	----	52.31	14
3B	----	25.62	11
3C	----	109.91	88
3D	----	63.13	32
3E	----	105.24	95
3F	----	24.92	24
4	----	1.22	2
5A	CORNER CANYON	122.91	146
5B	----	112.12	88
6	OAK HOLLOW (SOUTH SIDE)	113.31	12
7	DRY HOLLOW	122.71	81
8	MAPLE HOLLOW (SOUTH SIDE)	649.47	568
9	WOOD HOLLOW	78.19	59
10	BROADLEAF HOLLOW	272.10	148
11	MERCER HOLLOW	474.56	405
12	HOG HOLLOW/RIGHT-HAND FORK	703.97	671
13	SPRING HOLLOW	279.18	285
14	----	106.38	142
15	----	76.65	99
TOTAL AREA		3897.66	

1. EXISTING FLOWS BASED ON THE 10 YEAR - 24 HOUR EVENT.

Figure "F"
Page 15

LEGEND
EXISTING DRAINAGE BASIN DESIGNATIONS
EXISTING DRAINAGE BASIN BOUNDARIES
EXISTING DRAINAGE HOLLOW'S FLOW PATHWAYS
PROJECT LIMITS



APPROVED BY: _____
DATE: 12/12/12
SCALE: 1"=2000'
DRAWN BY: JAC
CHECKED BY: DJ
FILE: 101510001.DWG

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SunCrest Master Planned Community Master Sewer Plan

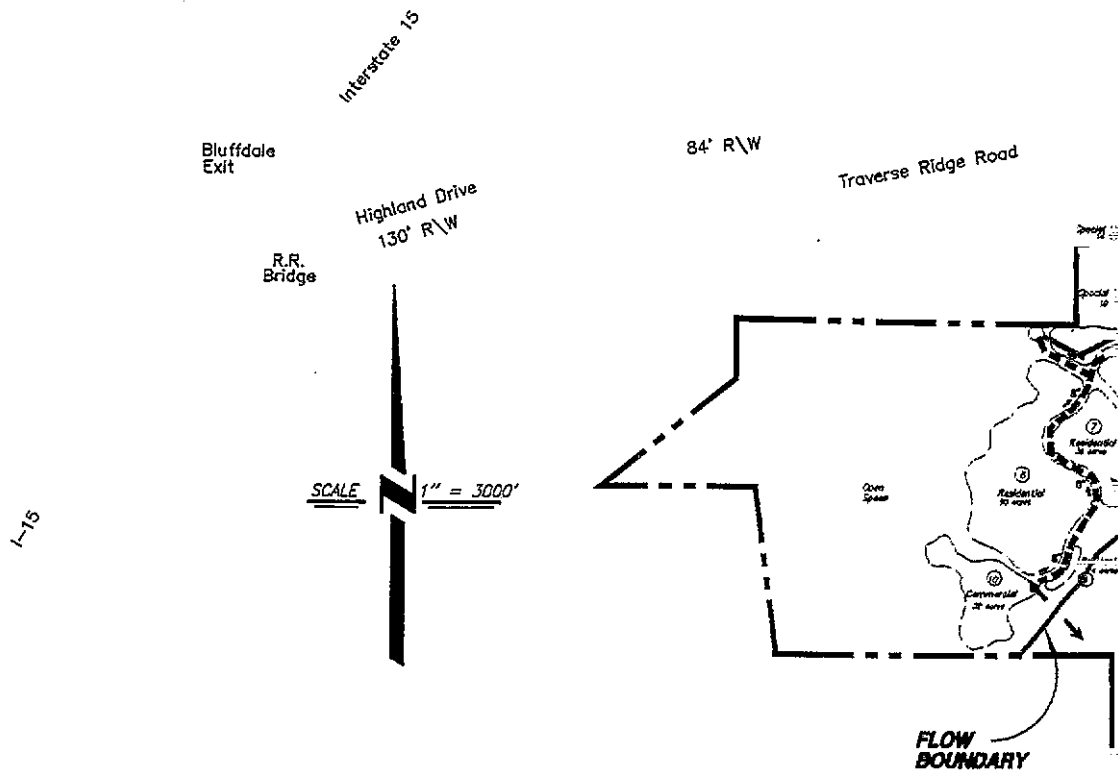
Purpose

The purpose of the SunCrest Master Sewer Plan is to generally and schematically show the anticipated size and location of major sewer facilities.

Planning Goals And Objectives

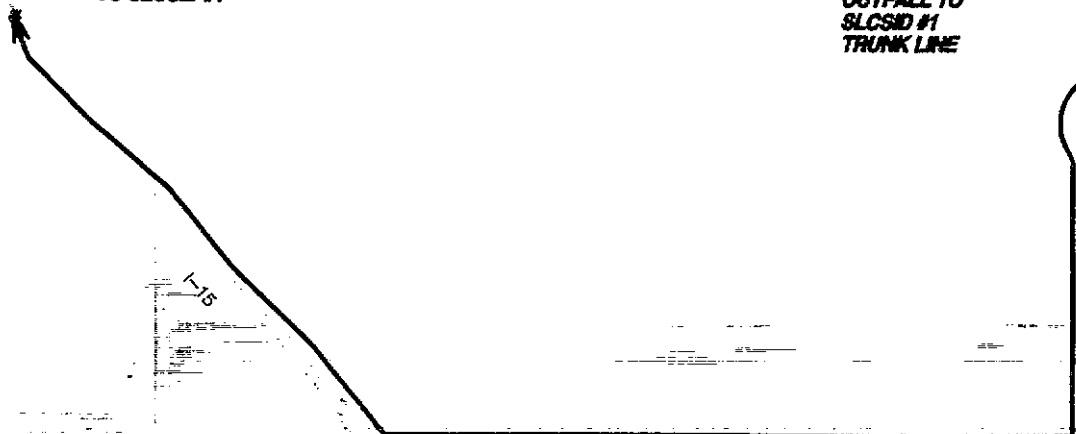
(Refer to the approved SunCrest Development Guidelines and the "Master Sewer Plan", prepared by Thompson-Hysell Engineers, dated January 1998 as well as any supplemental professional studies for more specific information.)

1. Construct interior sewer lines in the development clusters within the project that will connect with the sewer main lines shown on the Master Sewer Plan. (The SunCrest Master Plan project area is naturally topographically divided into areas that drain northward into Salt Lake County and Southward into Utah County.)
2. Provide for sewer service to North drainage areas: Early development phases of the SunCrest Master Plan project area are primarily within drainage areas which naturally flow northward. A sewer trunk line in Traverse Ridge Road has been designed to accommodate the flows from these project areas. Due to the topography, small portions of early phases may be isolated from the initial connection point to the Traverse Ridge Road Sewer Trunk Line.
3. Provide for sewer service to South drainage areas: The portion of the SunCrest Master Plan area and other southern oriented slopes of Traverse Ridge may be sewered using one or more of the following sewer alternatives. These alternatives are shown in the order of preference:
 - a. Sewer Pump stations to Traverse Ridge Road north side sewer outfall trunkline.
 - b. Outfall trunk line to Salt Lake County Sewer Improvement District #1 around Point of the Mountain.
 - c. Gravity flow sewer to Timpanogos Special Service District Wastewater Treatment Plant.
 - d. Waste Water Treatment / Water Reclamation Plant.
4. Maintain sewer pump stations, if required, by a Special Service District, if not otherwise provided for.



TO SLCSID #1

ALTERNATIVE "B"
OUTFALL TO
SLCSID #1
TRUNK LINE



SR 92

**SOUTH AREA
SEWER OPTIONS**

SUNCREST

DRAPER

UTAH

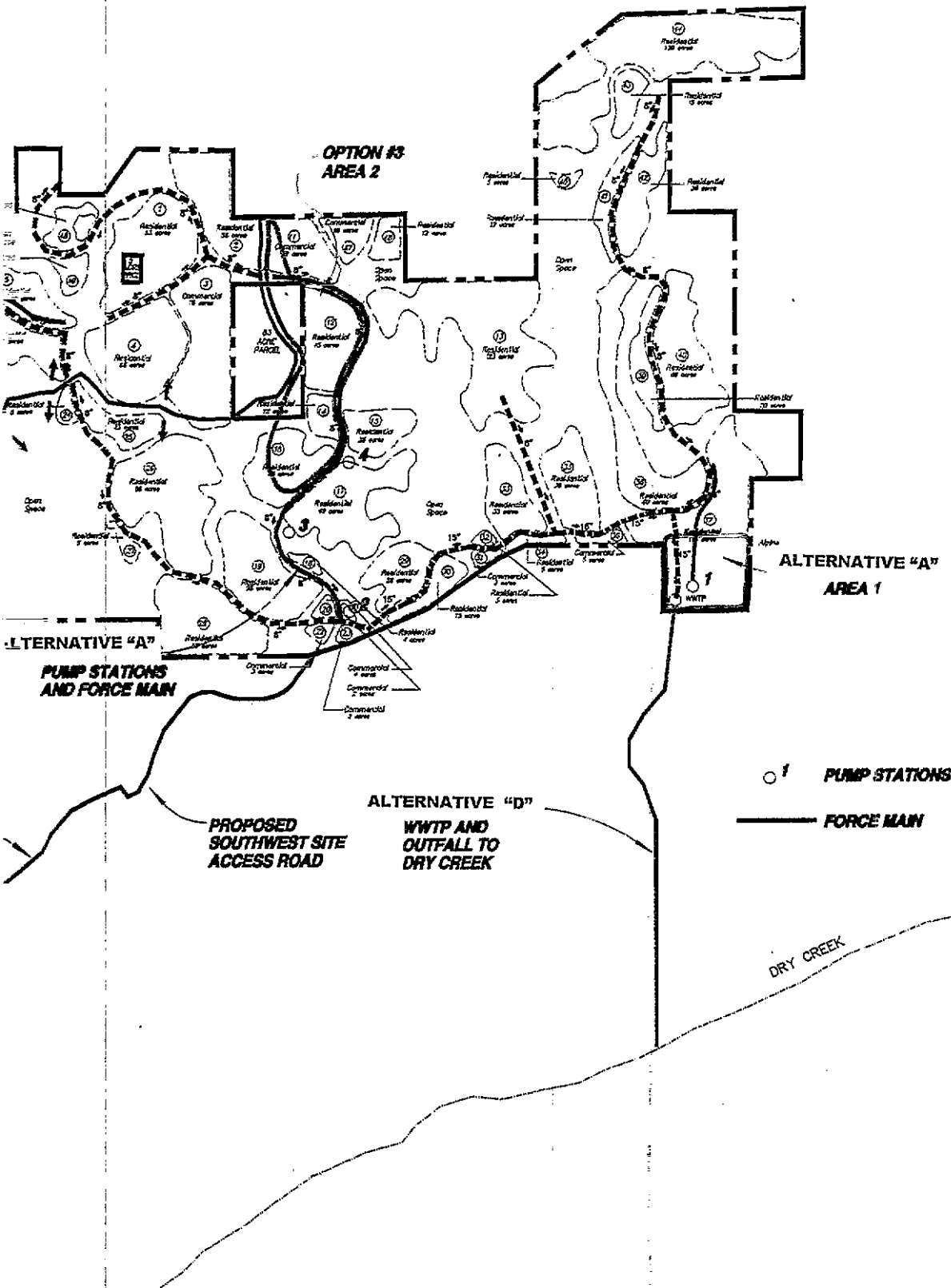
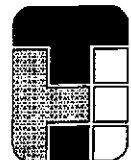


Figure "G"
Page 17

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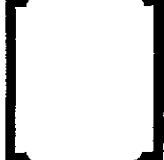
REVISIONS	DESCRIPTIONS	DATE



THOMPSON-HYSELL ENGINEERS

8498 WEST 4700 SOUTH, TAYLORSVILLE, UTAH 84118 (801) 964-0086

APPROVED BY:	
P.L.E. _____	EXP. _____
SCALE 1"=3000'	DR. BY J.L.S.
DATE 1/14/98	OK BY J.O.
FILE KA 205800A.DOC\T.M.I. FIG1.DWG	



SunCrest Master Planned Community Existing Vegetation Report

Purpose

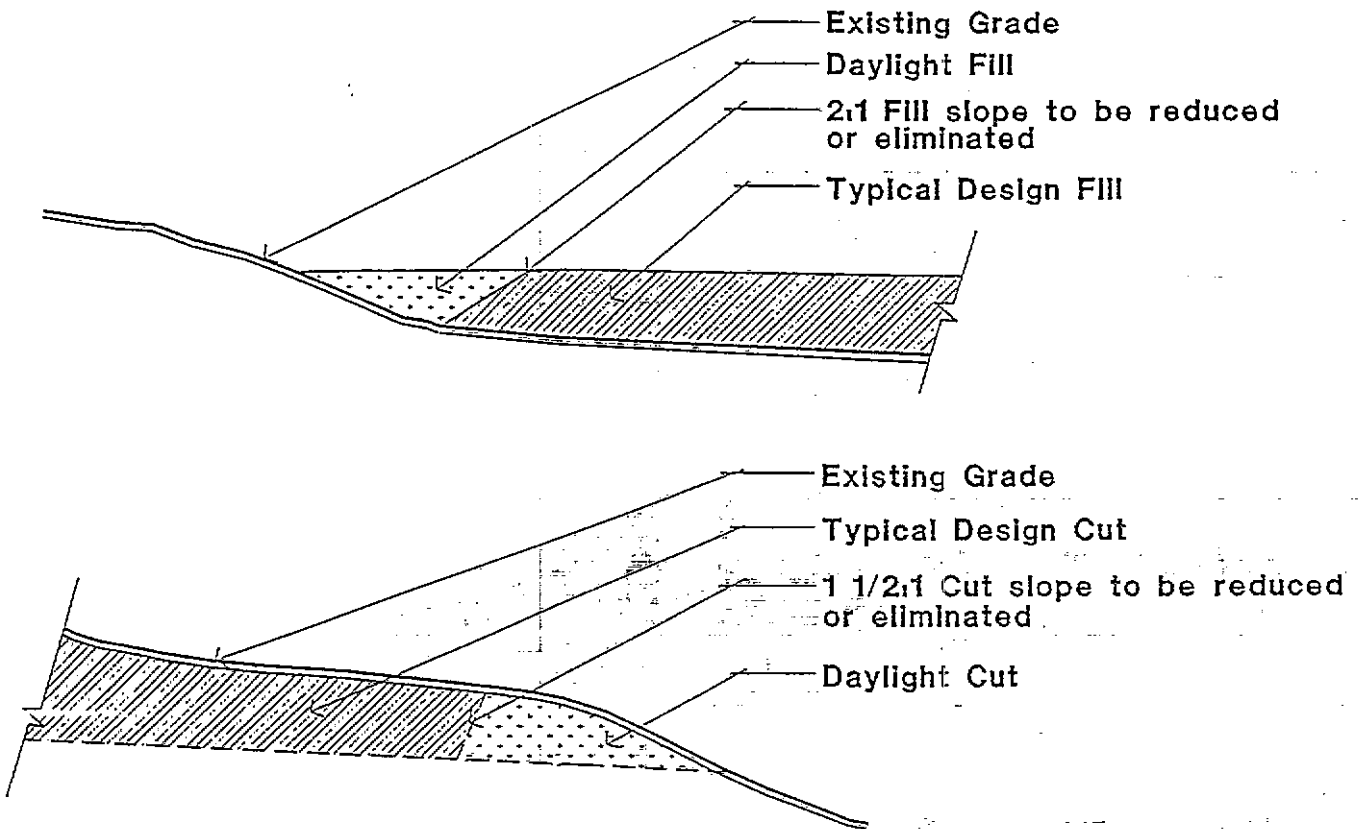
The purpose of the SunCrest Existing Vegetation Report is to generally show the extent and the general type of native vegetation existing on the site which consists primarily of Gamble Oak and native wild grasses and shrubs.

Planning Goals And Objectives

(Refer to the approved SunCrest Development Guidelines and the "SunCrest Existing Vegetation Report", prepared by Thompson-Hysell Engineers, dated January 23, 1998, and any supplemental professional studies for more specific information.)

1. Preserve large blocks of undisturbed contiguous natural open space.
2. Separate large development pods from each other with areas of open space in order to soften and segregate the development areas and provide for wildlife movement.
3. Create a softened and natural looking meandering interface between development and open space. The edge of natural vegetation cleared for development should avoid straight line clearing limits or limits that parallel improvements such as roads, top, toe or edge of graded slopes, underground utility excavations, and the like.
4. Grade all areas disturbed by the installation of man-made improvements to blend naturally back into the undisturbed area and re-vegetated in accordance with the recommendations of a licensed and qualified professional landscape architect.
5. Encourage owners of "Natural" lots (in neighborhoods consisting of lots primarily greater than 10,000 square feet) to minimize the on-lot clearing of the existing natural vegetation outside of the approved Limits of Disturbance and then only in accordance with an approved site plan designed by qualified professionals in accordance with the requirements of the CC & R's and architectural Design Guidelines as approved by the Design Review Board and the City.

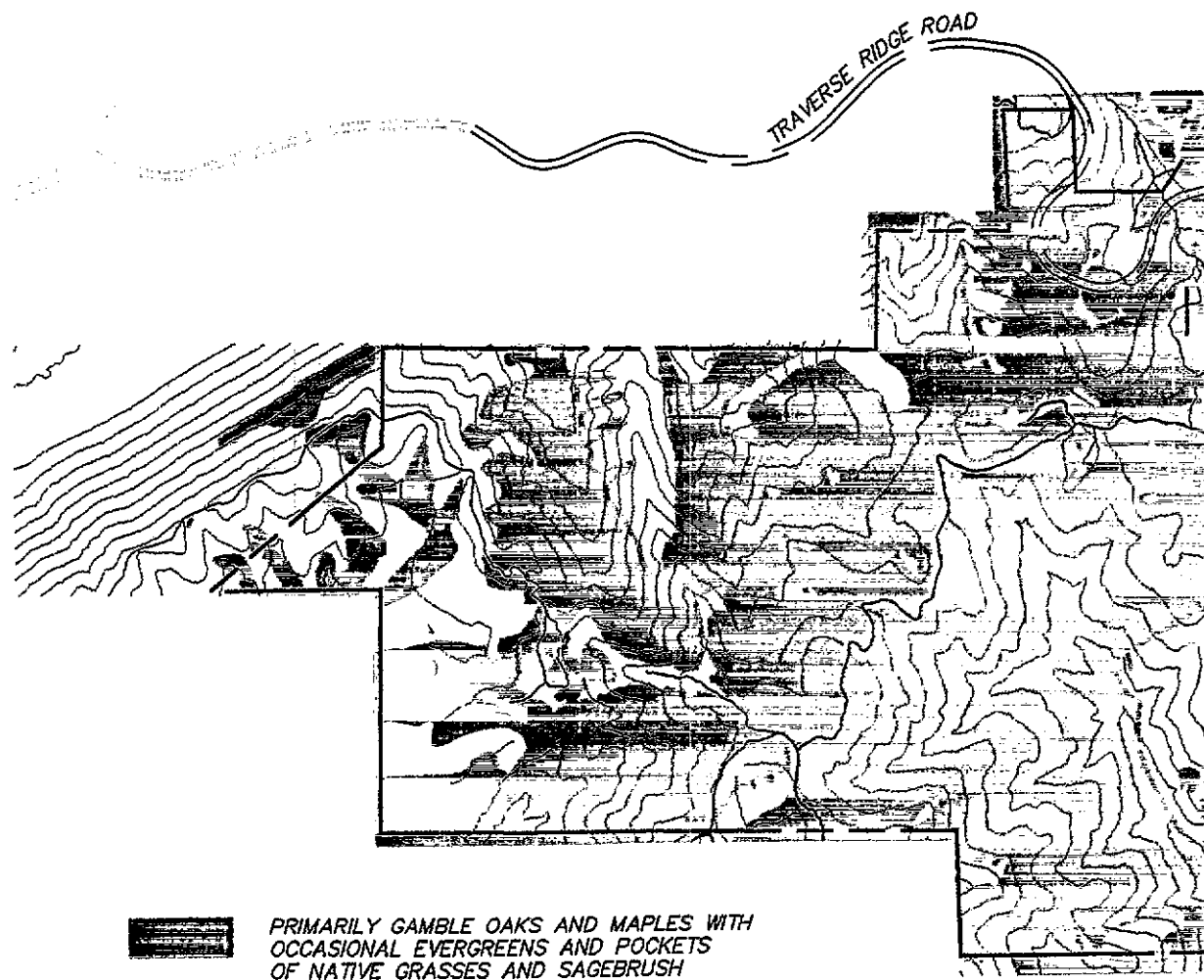
6. Incorporate the appropriate use of graded "Daylight" cuts and fills in order to soften and blend the transition between graded and natural undisturbed areas, by reducing permanent cut and/or fill slopes so that when revegetation is established, all disturbed areas appear more natural and meadow like.



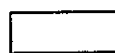
"Daylight" cut and fills

SUNCREST
DRAPER, UTAH

PREPARED FOR
SunCrest Development Corp.



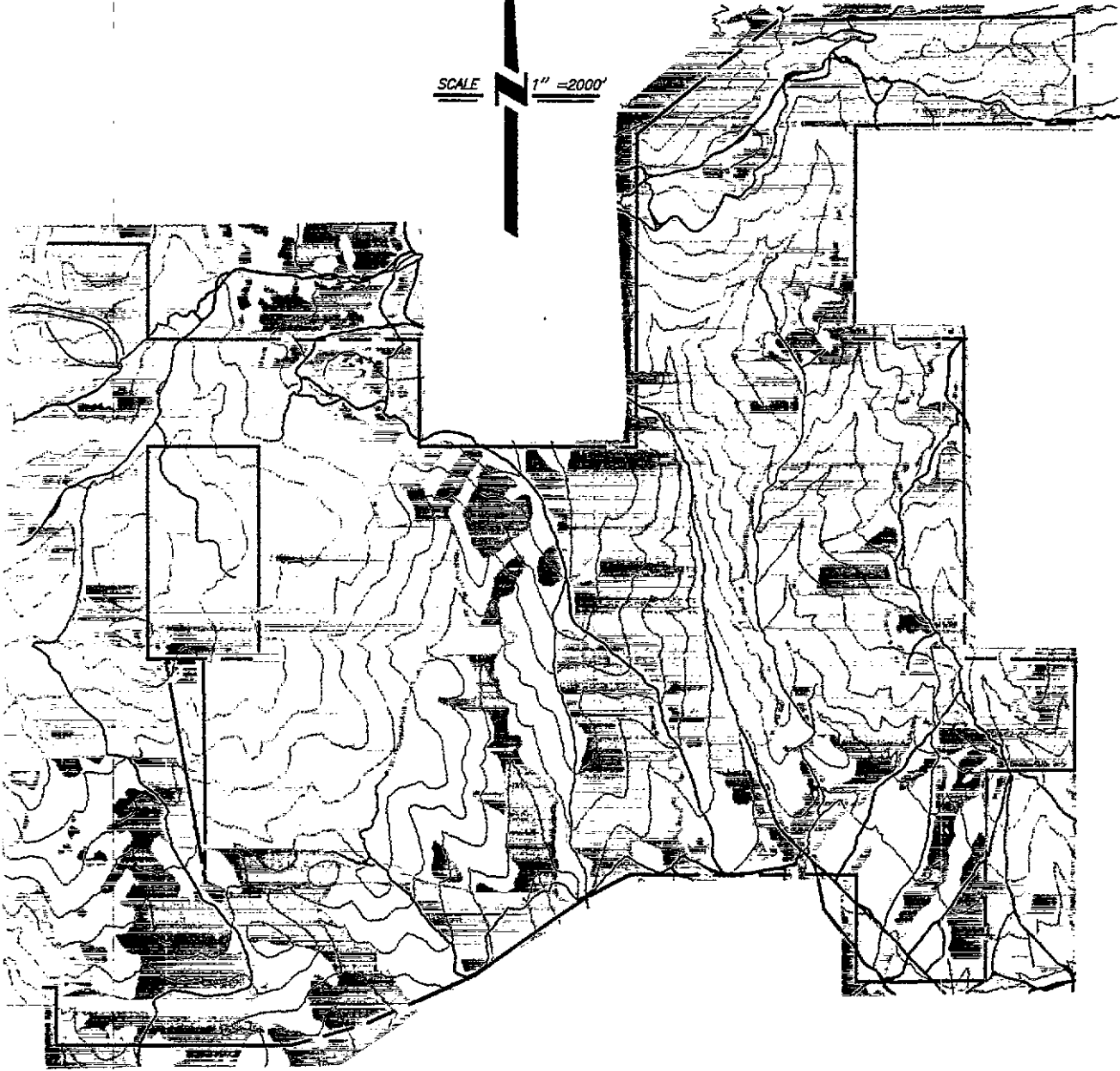
PRIMARILY GAMBLE OAKS AND MAPLES WITH OCCASIONAL EVERGREENS AND POCKETS OF NATIVE GRASSES AND SAGEBRUSH



PRIMARILY NATIVE GRASSES AND SAGEBRUSH WITH OCCASIONAL SCATTERED GAMBLE OAKS AND MAPLES



SCALE 1" = 2000'



**EXISTING
VEGETATION
REPORT**

**THOMPSON-HYSELL
ENGINEERS**

2400 WEST 47th SOUTH, TAYLORVILLE, UTAH 84118 (801) 884-8888



APPROVED BY:	DATE:
SCALE: 1" = 2000'	DRAWN BY: JHK
DATE: 11/28/28	CHK BY: JHK
FILE: 109671 BK 5240 PG 919	

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Figure "H"
Page 20

Section 8

ENT 109671 BK 5240 PG 920

SunCrest
Master Planned Community
DEVELOPMENT GUIDELINES

May 4, 1999

Prepared by

SunCrest Development Corp.
11538 South State St. #200
Draper, Utah 84020
801/571-9103 Fax: 801/571-9104

Approved by

Draper City Council
May 4, 1999

SunCrest
Master Planned Community
DEVELOPMENT GUIDELINES

SECTION 1 - PURPOSE

The purpose of these Development Guidelines is to provide the development criteria for the development of *SunCrest* and to ensure that the overall planning philosophy is carried out as each portion of the community is built. Hence, the Development Guidelines become the regulatory mechanism to ensure that the vision for *SunCrest* is achieved. They shall provide a contractual agreement between the City and Owner establishing the applicable design requirements to be used in the development of *SunCrest*. All Construction within *SunCrest* shall comply with these Development Guidelines. If there is any conflict between these Development Guidelines and the City Laws, as defined in these Development Guidelines and the *SunCrest* Development Agreement, these Development Guidelines shall control. City laws shall apply to all issues and standards that are not clearly and specifically addressed in these Development Guidelines. In order to resolve any ambiguity on the part of these Development Guidelines as they may relate to City Laws, it is agreed that matters relating to health, and safety only shall generally be interpreted in favor with City Laws and generally accepted engineering standards, while matters of a visual or aesthetic nature shall be interpreted in favor of the consistent theme and standards contained in these Development Guidelines.

Along with the Development Guidelines, a procedure for architectural review will be established to evaluate every proposal for development in the community. This shall be accomplished by the Design Review Board established by the Master Association. The purpose of this review by the Design Review Board is to ensure that the high standards of the community set forth in this document are upheld in each phase of development.

These Development Guidelines are intended to govern development in *SunCrest* and, as such, may be subject to change where the Master Developer and City determine that the change would be in the best interest of *SunCrest* and Draper City as a whole.

These Development Guidelines are binding on any persons, entity, company or firm which intends to engage in Construction within *SunCrest*.

SECTION 2 - DEVELOPMENT CONCEPT

SunCrest will be a Master-Planned Community developed on approximately 3,900 acres in the southern portion of the City of Draper. Designed to meet social, economic and financial needs, *SunCrest* has evolved through a careful planning process. Extensive environmental, engineering, planning and architectural studies were performed and evaluated by *SunCrest* management team and a team of highly qualified professionals before being incorporated into the "Project Master Plan". *SunCrest* is envisioned to provide a variety of land uses which may include a village center, a variety of residential uses from high density to custom estates, parks, open space and may include a hotel and golf course, schools, churches and other civic uses. The residential uses are envisioned to include products for the following: young singles and newlyweds, young families and professionals, relocated families, older families, empty nesters and retirees. The development will be clustered so as to preserve large contiguous blocks of the existing Gamble Oak. Bicycle lanes, equestrian trails and hiking trails will be provided. Major and minor trail heads will be installed at various locations.

Master Developer will design the theme for the project and will control the architecture through the Design Guidelines as interpreted and implemented by the *SunCrest* Design Review Board. All Developers within *SunCrest* requiring a development approval from the City will be required to present written evidence to the City that the Design Review Board has approved its plans prior to City issuance of development approval.

It is anticipated that *SunCrest* will be developed in multiple phases. Within each phase of construction there may be a variety of land uses. The incremental construction of *SunCrest* will respond to the possibility of variation in market demand in the residential and commercial land use categories without compromising the vision for *SunCrest* delineated from the outset of the project. The Project Master Land Use Plan therefore illustrates only the areas designated for these uses and not specific types or densities of residential use nor specific types or intensities of commercial use. Subject to the Development Agreement, the Master Developer will determine the lot sizes, densities and intensity of development for residential and commercial land uses which the City shall approve subject to providing sufficient infrastructure capacity to serve the development and being in compliance with City Laws. The size, order and the number of phases will be determined by the Master Developer after consultation with the City.

SunCrest is a hillside project and is located within the City's Hillside overlay district and must comply with chapter 9-15 of the City Code, except as modified herein. *SunCrest* is designed to promote the goals of the Hillside Overlay District by preserving natural vegetation, geologic features, wildlife habitat and open space and also minimizing the amount of grading and earth work to develop the streets and lots. A cluster type development has been utilized to minimize disturbance of steep or sensitive terrain. Storm drainage facilities shall be designed to safely accommodate a 100-year six hour storm event and an offsite discharge rate of 0.10 cfs / acre in accordance with City standards. The design will attempt to incorporate the natural drainage courses with minimal improvements so as to avoid disturbing the natural scenic beauty of the Traverse Ridge foothills. Careful attention will be given to revegetation of the disturbed areas.

SECTION 3 - THE DEVELOPMENT PLAN

SunCrest is a Planned Unit Development and has been conceived as a comprehensive Master Planned Residential Community, enhanced and supported by a mixture of non-residential uses consisting of retail, civic, office research, recreation and open space, school and religious uses. The current plan allows for a destination resort hotel with an 18-hole golf course, a village center, neighborhood commercial, residential and recreational uses.

3.1 PLANNING OBJECTIVES

The planning objectives for *SunCrest* are intended to accomplish the following:

- ◆ Provide an aesthetic residential community of neighborhoods offering a variety of housing styles, sizes and prices of high quality design and value to the consumer.
- ◆ Provide large blocks of open space as depicted on the Master Land Use Plan by clustering development within the development pods.
- ◆ Provide the opportunity to live within a unique mountain setting, natural environment and quality community lifestyle.
- ◆ Maximize outstanding view potential of the property.
- ◆ Provide a common theme throughout the community utilizing informal naturalized indigenous landscaping, entry monuments, lighting and signage.
- ◆ Develop the site with sensitivity to external views of the site from the surrounding areas by incorporating restricted lighting, selective disturbance of native vegetation, revegetation of disturbed areas, and selective building materials and colors.
- ◆ Provide a comprehensive plan for active and passive parks and open spaces incorporating an integrated trail system which will provide access throughout the community and to adjacent Traverse Mountain and regional trails.
- ◆ Provide a central village style gathering place of distinction as the social, entertainment and commercial service center for the community by way of design, architecture and landscaping.
- ◆ Provide innovative ways of preserving the natural open spaces and Gamble Oak forests during the entire development construction process including implementation of new site specific development and street standards which maximize the cluster development concept.

3.2 PHASING STRATEGY

The phasing strategy for *SunCrest* is intended to accomplish the following in a progressive, orderly and timely manner:

- ◆ Maximize the variety of housing product, especially in the initial phases of development.
- ◆ Minimize the cost of utility and infrastructure construction during initial phases of development.
- ◆ Provide an orderly development pattern to accommodate safe, efficient traffic circulation.

Master Developer shall bond for and guarantee the installation of infrastructure and appropriate open space amenities within a phase with each final plat map in accordance with the City Laws.

3.3 LAND USE

The Project Master Plan has been approved by the City and has placed development into four categories: 1) Residential; 2) Commercial; 3) Special Use; and 4) Open Space. This is designed to provide flexibility in developing *SunCrest* by allowing the market to influence the residential and commercial product. Over the life of the Project, the product will be determined and submitted to the City as a series of preliminary plats consistent with applicable zoning and Project Master Plan. This allows the product to respond to the market and will ensure that the City will have an opportunity for review as each preliminary plat map is submitted.

3.3.1 Residential

A wide range of residential uses and building types will be provided. The residential product will provide for first time home buyers, young families, empty nesters and retirees. The approved over-all residential density of the Project will not exceed 1.03 dwelling units per gross acre of the property contiguously owned or controlled by the Master Developer. The concept being utilized provides flexibility, but also ensures to the City that the approved density will not be exceeded. As each plat records, regardless of the density, there will be sufficient land platted or conserved to provide for the over-all 1.03 dwelling units per acre. (Single-family units shall not be further subdivided without a Conditional-Use Permit from the City.)

3.3.1a Allowable Uses in the Residential Areas shall include the following subject to meeting Draper City Zoning Ordinance requirements:

- ◆ All types of permanent residential housing including attached and detached units.
- ◆ Garages, accessory buildings, structures and uses related and ancillary to a permitted use.
- ◆ Fences, walls and trellises, signs and entry monuments.
- ◆ Swimming pools and other recreational structures and amenities.
- ◆ Public parks, playgrounds, athletic fields, trail heads, trails and other open space uses.
- ◆ Public or private schools, and churches, child day care, nursery or pre-school.
- ◆ Home occupations.
- ◆ Nursery or greenhouses.
- ◆ Assisted living facilities.

3.3.2 Commercial

Land designated for a commercial use shall be used to provide community commercial facilities with allowable uses in accordance with the City C-2 zone. These uses may include the following at locations as designated in the Project Master Plan and subject to obtaining corresponding zoning map amendments and other City approvals if required:

3.3.2a Village Center

- ◆ The Village Center of approximately 11 acres will be located to provide easy access from all neighborhoods.
- ◆ The Village Center will have a "Village Green" related to retail shops, future market, a community meeting place and professional offices, as demand may indicate.

3.3.2b Hotel

A resort, boutique or time-share hotel will be considered in *SunCrest* at Pod #2. The hotel may feature guest rooms, meeting rooms, restaurant and spa. The target market for this facility will be small business meetings, health and relaxation workshops and spa activities. If a hotel is not developed, the site may also be appropriately used for a supper club, bed and breakfast, medical, religious or educational facility, nature center or for enlarging the adjacent commercial or residential development pods. In the event that Pod #2 is used for residential use, an equivalent acreage for commercial development shall be located elsewhere within the project.

3.3.2c Office Development

Located adjacent to the Community Park and in close proximity to the Village Center are commercial parcels designated for development of Office Research and Development uses. Possible uses may include campus style office park, corporate headquarters, governmental complex and hospital / health care facility.

3.3.3 Special Use Area

Initially the Special Use area will become the entry portal to SunCrest. A progression of special landscaping, monumentation and signage will set the initial image for the community. This area is being reserved for some special use in the future which is undetermined at this time. The potential use may be a special restaurant, supper club, bed and breakfast, nature interpretive center, medical or educational use, church facilities or public park and recreation facilities, subject to normal City approvals and upon final designation of the land use.

3.3.4 Open Space (In General)

Those areas depicted on the Master Land Use Plan as Open Space shall not be developed for residential or commercial uses.

A network of new and existing trails as schematically depicted on the Parks, Trails and Wildlife Corridor Plan will be integrated into the preliminary plan. This will require utilization of existing trails, creating additional trails, trail connections, providing trailhead facilities and other improvements which will greatly enhance the enjoyment of trail usage. Equestrian trails will generally be located in the natural open space areas separate from jogging and nature trails where possible. Bicycle lanes will be provided along the edge of collector roads. Motorized vehicles will be prohibited from using any of the off road trail system. The City shall review and approve the design of the public Open Space improvements and facilities. Master Developer shall bond for the appropriate open space improvements to be constructed within each phase of development with each final plat map as required by the City Laws.

3.3.4a Allowed Uses in General Open Space

Open Space shall be divided into two categories as follows:

1. Public Parks (Developed Open Space)
 2. Natural Open Space and Reserves (Undeveloped Open Space)
- A. Depending on the specific location, and subject to City approval, allowed uses in Public Parks (Developed Open Space) may include the following:
1. Playgrounds
 2. Play fields and ball fields
 3. Pavilions with restrooms
 4. Swimming pools and other recreation structures and facilities
 5. Nature interpretive centers, botanical and other gardens
 6. Trail heads
- These uses are restricted to the Public Park acreage (52 ac.) identified on page 30, Section 3.4.2.
- B. Depending on the specific location, and subject to City approval, allowed uses in Natural Open Spaces & Reserves may include the following:
1. Trails for equestrian, bicycle and pedestrian use (non-motorized)
 2. Scenic overlooks
 3. Equestrian facilities accessory to trail use excluding barns and stables
 4. Maintenance roads, walkways, bicycle paths
- C. Depending on the specific location and subject to City approval, allowed uses in Public Park and/or Natural Open Space & Reserves may include the following:
1. Utility easements or rights-of-way
 2. Underground water tanks
 3. Water reservoirs
 4. Pump stations
 5. Drainage facilities
 6. Utility sub-stations
- D. Cemeteries, golf courses and all other commercial uses are not permitted in Public Park or Natural Open Space & Reserves.

3.3.4b Remnant Parcels

Open space shall be designated and configured in large contiguous blocks whenever possible, in such a manner so as to avoid creation of small or irregular remnants which are not accessible and/or usable. Remnant parcels less than ½ acre in size shall be included in adjacent lots and not dedicated to the City for maintenance.

3.4 COMMUNITY SUPPORT FACILITIES

3.4.1 Community Support Facilities Locations

A variety of Community Support Facilities, as defined herein, may be located in the project. Sites for these parcels range in size generally from one to ten acres and will be located generally along collector roads or adjacent to open space lands. The intended use of these parcels is for public or municipal services such as police, paramedic or fire stations, public health, safety and maintenance facilities, schools, tot lots, day care centers, and libraries, as well as for churches. Parcels may be designed into each phase and allocated for these uses within the residential or commercial parcels where approved by the City as the need arises. Outside the developed or platted areas, natural open space reserves, trails and natural parks will be protected from development through conservation easements or transfer of property to the City. Underground utilities, drainage improvements and other compatible facilities in the non-platted, natural open space areas may be allowed by the City as required to support the community.

3.4.2 Parks

The Master Developer shall design, improve and dedicate to the City (subject to review by the Parks and Trails Committee) public parks throughout the community which shall be maintained by the City upon dedication to and acceptance by the City. All public park locations, size and configuration shall be designated by the Master Developer as each phase is designed and developed.

The Master Developer shall, as part of the Preliminary Plat design and review, plan and determine the shape of the public parks and trailheads in a manner that provides for convenient public access to the Park as well as a potential gateway into the public natural open space and trail network. The overall cumulative standard to be applied for Pocket Parks for the overall SunCrest Master Plan area shall be ½ acre of Pocket Park land per 200 dwelling units. Pocket Parks will range in size from ½ to 2 acres. Where possible these parks shall conform and blend into the natural landscape in an informal and irregular manner avoiding a square, block, formal look that will conflict with the naturally-occurring informal beauty of the site.

The final public park landscaping and improvements proposed by the Master Developer shall be subject to review and approval by the City prior to commencing construction and upon completion of such construction. The City-approved public park improvements are to be installed in conjunction with all other subdivision improvements and completed by the developer

and accepted by the City within 18 months after recordation of the Final Plat map which contains the subject public park. Park improvements may include baseball and soccer fields, tennis and basketball courts, playground facilities, trailheads and group picnic facilities and other amenities appropriate for the specific site for active and passive recreational use. Large turf or meadow areas in the parks may be used for dual purposes such as retention and/or detention facilities.

It is understood that the Public Park acreage at *SunCrest* will be as follows:

◆ Community Park (Special Use area)	15.0 acres
◆ Village Green Park	2.5 acres
◆ Area Park	12.0 acres
◆ 2 Parks @ 5 ac. ea. adjacent to schools	10.0 acres
◆ 5 Trail Heads	2.5 acres
◆ 10 Pocket Parks	10.0 acres
TOTAL ESTIMATED PARK ACREAGE	52.0 acres

It is understood that the following areas shall be considered Natural Open Space & Reserves uses but will be credited toward SunCrest's provision of Park Space.

◆ Hog Hollow	25 total acres
◆ Mercer Hollow	30 total acres
◆ Maple Hollow	50 total acres
	105 Total

The above referenced 157 total acres satisfies Master Developers obligations to provide Parks in conjunction with the Project.

3.4.3 Village Green

An area has been designated by the Master Developer for development of a "Village Green" of approximately 3 acres which is designed as an integral part of the Village Center. Anticipated is an open passive landscaped public park with a running stream and water feature for summer use and designed to create an ice skating rink for winter use. The Village Green will be designed and built as part of the Phase I construction and will serve as the community's first park and continue as the "town square" or central activity area as part of the Village Center. Year round uses and activities are anticipated at the Village Green in conjunction with programs and events sponsored at the Village Center. The Village Green will be maintained by the Master Developer until it is dedicated to the City as a public park.

3.4.4 Trailheads

Site specific plans and specifications for trailheads shall be proposed by the Master Developer and reviewed and approved by the City prior to construction. Trailheads will be constructed by the Master Developer in accordance with the Master Trails, Parks, and Wildlife Corridor Plan. Two types of trailheads will be constructed: (1) primary trailheads, or (2) secondary trailheads (See conceptual Exhibits "B-1" and "B-2"). The primary trailheads will be located near confluences of major equestrian trails and will provide for horse trailer parking, picnic facilities, restroom facilities, and drinking fountains. Secondary trailhead facilities will include picnic facilities and drinking fountains, parking spaces for several cars and will generally be located adjacent to jogging and nature trails. Upon final inspection and acceptance by the City, all trailheads shall be dedicated to the City and thereafter maintained by the City.

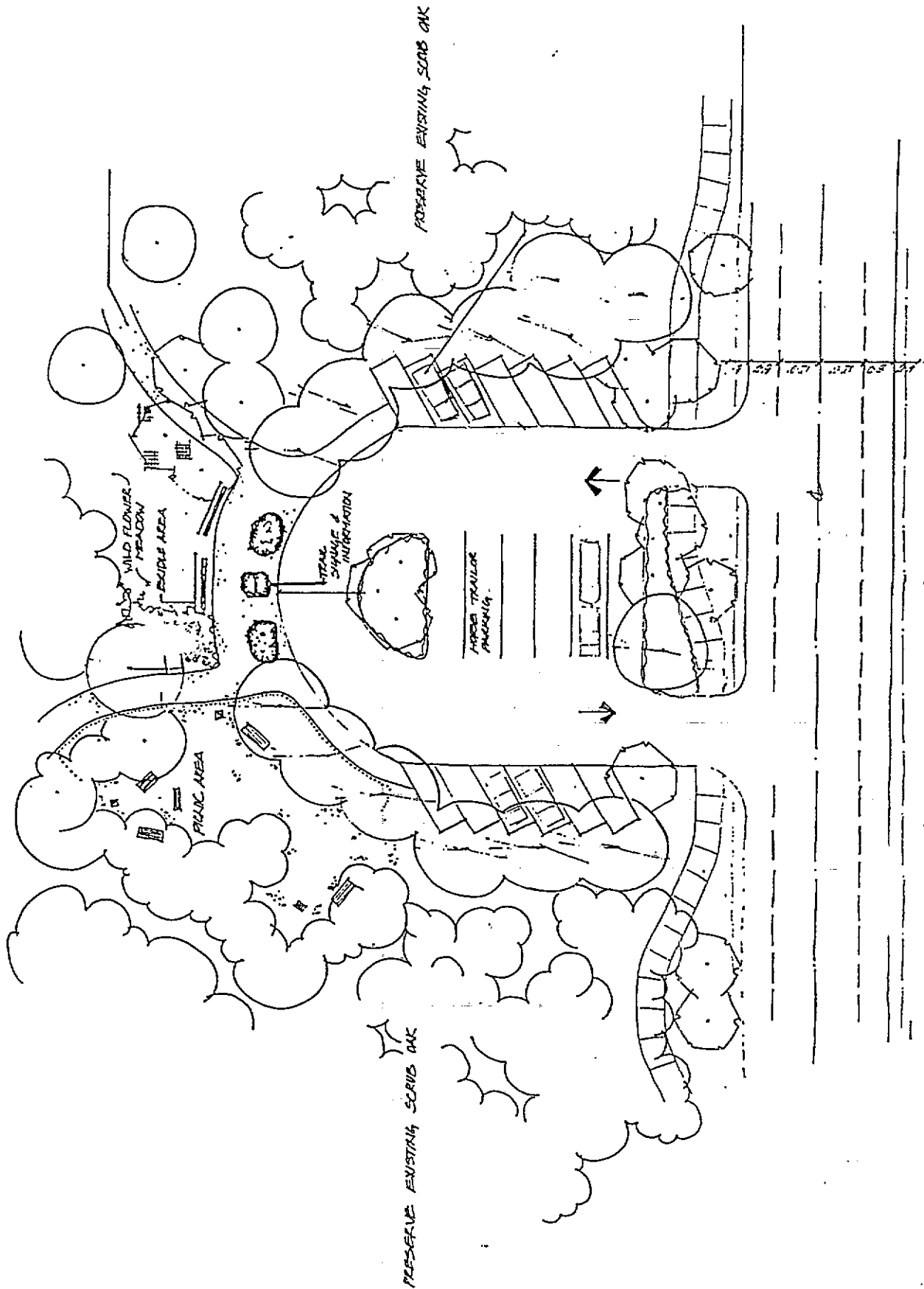
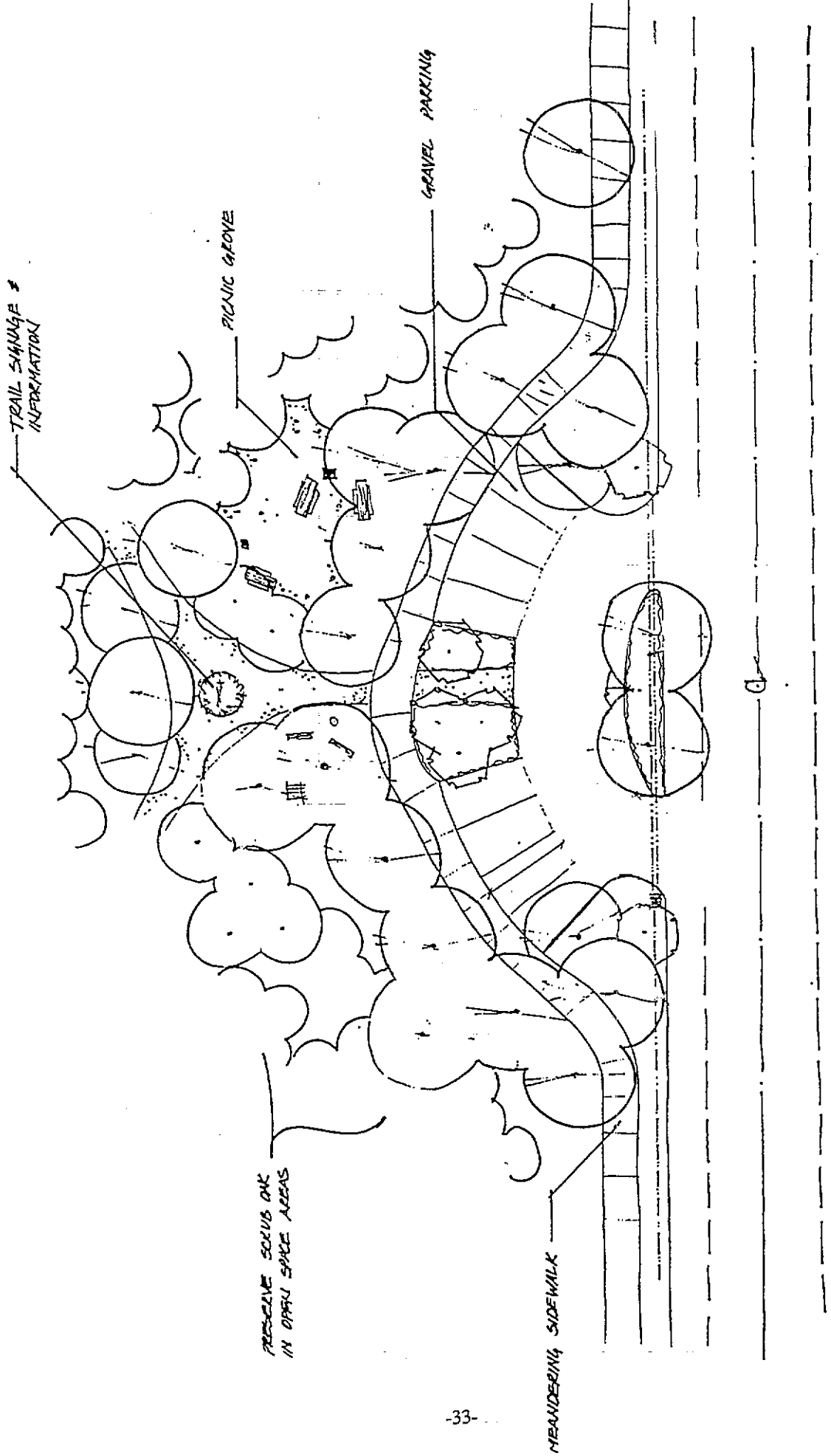


Exhibit "B-1"
(For Illustration only)



PRESERVE SCRUB OAK
IN OPEN SPACE AREAS

TRAIL SIGNAGE &
INFORMATION

PICNIC GROVE

GRAVEL PARKING

MEANDERING SIDEWALK

SECONDARY TRAIL HEAD

Exhibit "B-2"
(For Illustration only)

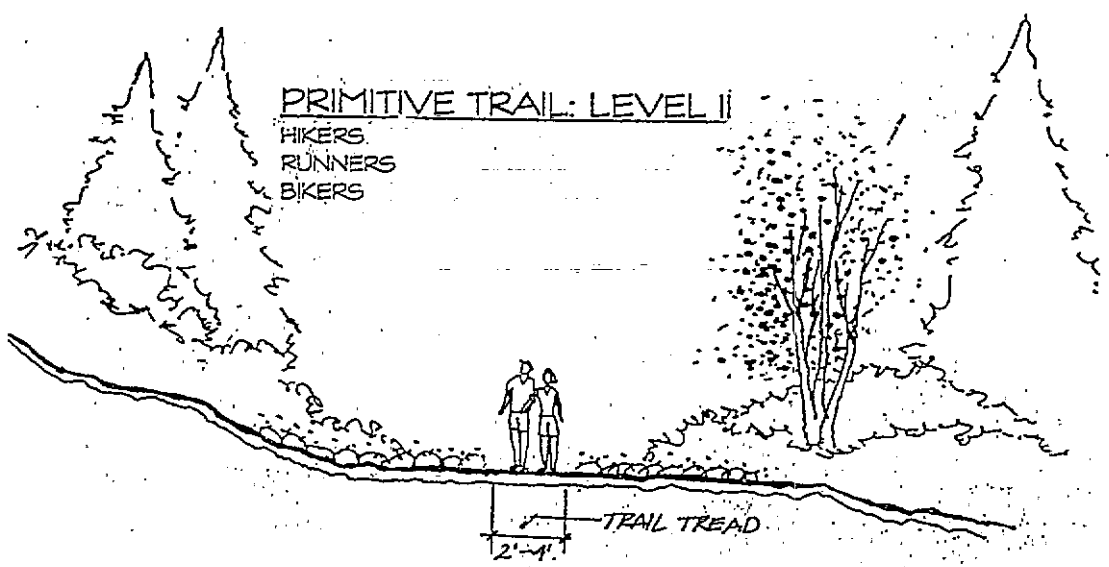
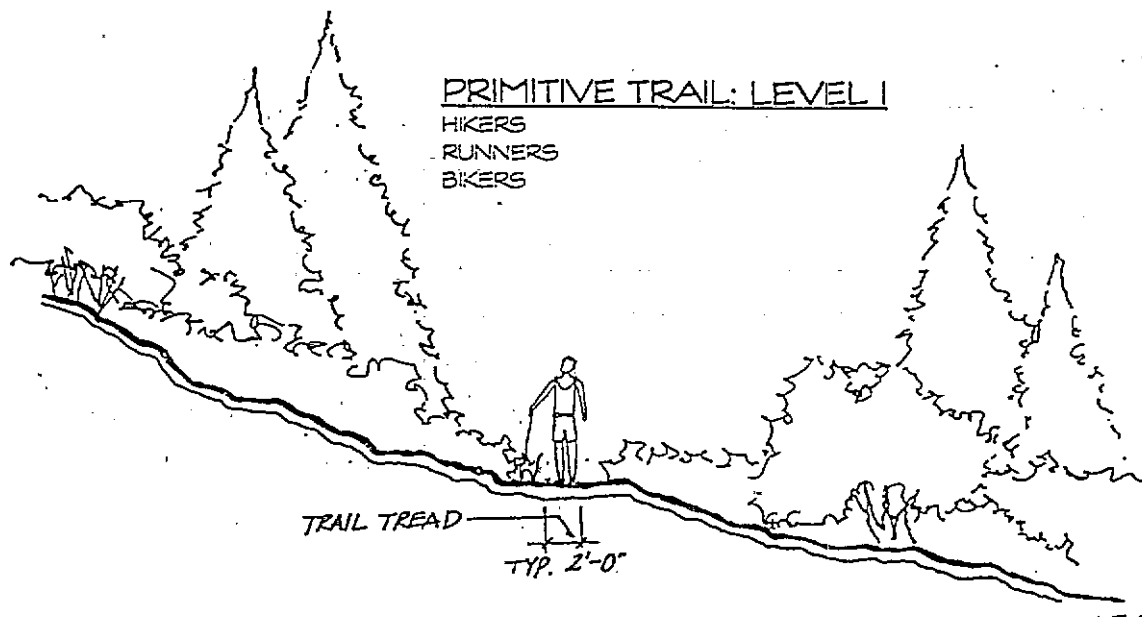
3.4.5 Trails

A system of trails and paths will be used to interconnect areas of *SunCrest* as shown on the Master Trails, Parks and Wildlife Corridor Plan. The trails will eventually connect to offsite trail networks in both Salt Lake and Utah Counties. These trails will conform with the Draper City trail standards but may vary in size and type of construction according to site specific conditions and anticipated use. Typical trail surfaces shall be as set out in the table below (see conceptual Exhibit "B-3"). Draper City Trail Standards will be followed in locating and designing trails. Roadside trails may meander outside of the standard public street right of way if public and maintenance access is maintained. Input from the Draper City Parks and Recreation Committee will be essential in planning a comprehensive trail network for the Traverse Mountain Area. The location of trails shall be shown on each Preliminary Plat for review and approval by the City and incorporated into the Final Plat Map design. Upon final inspection and acceptance by the City, all trails shall thereafter be maintained by the City. The anticipated trail system will include the following:

<u>Trail Type</u>	<u>Typical Surfaces</u>
◆ Bike Trails	Asphalt or Concrete
◆ Equestrian Trails	Natural
◆ Jogging and Hiking Trails	Asphalt or Concrete or Natural
◆ Meandering Trails Adjacent to Roadways	Asphalt, Concrete
◆ Level I Primitive Trails	Natural
◆ Level II Primitive Trails	Natural
◆ Level III Primitive Trails (Equestrian)	Natural

In accordance with the approved Master Parks, Trails and Wildlife Corridor Plan it is anticipated that the approximate length of the SunCrest trail system will be as follows:

◆ Meandering Trails next to Roadways (pedestrian)	Not Calculated
◆ Level I Primitive Trails (including existing in Open Space)	Not Calculated
◆ Level II Primitive Trails (Pedestrian)	1.0 miles
◆ Level III Primitive Trails (Equestrian)	15.5 miles
Future Development Pod (Internal Sidewalks and Trail System)	Not Calculated



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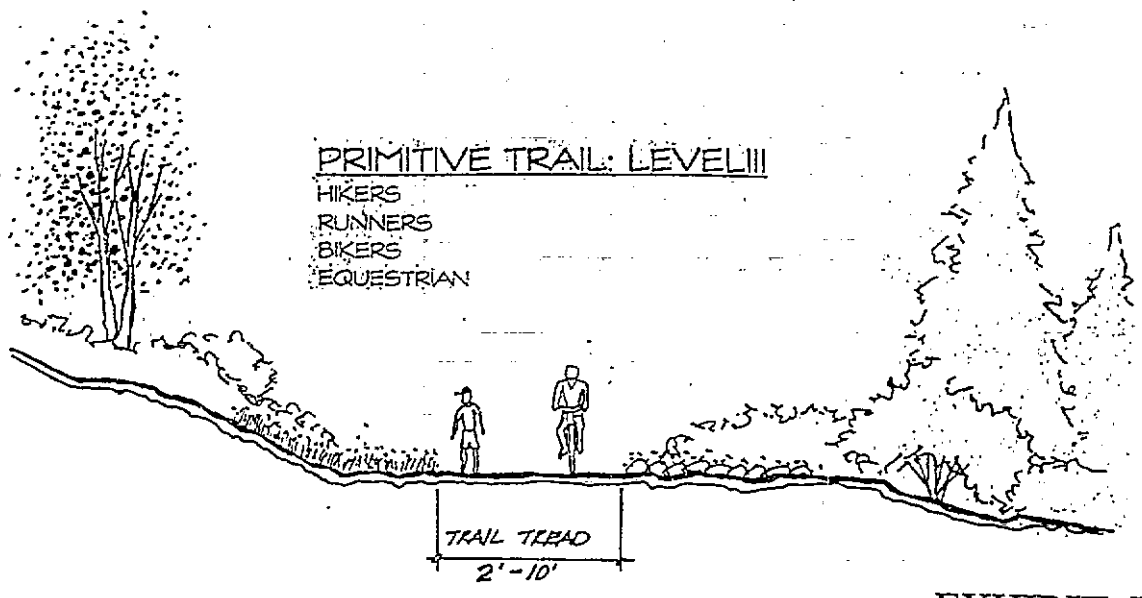


EXHIBIT B-3

3.4.6 Natural Open Space and Reserves

Large areas of natural terrain which are set aside for protection through the use of conservation easements will comply with applicable Federal and State laws. Many of these areas were established based on high values for vegetation, wildlife habitat, migratory movements, and recreation accessibility. These areas will contain multi-use trails that connect to established trails outside the development. Planned uses on designated and established trails include hiking, mountain biking, horseback riding and cross-country skiing during the winter months. Access to natural open space and reserves will be available to the general public as well as to *SunCrest* residents.

A major element and benefit of the Project is the large network of open space that is being left in its existing natural state. This open space is covered with native vegetation consisting in large part of Gamble Oak forests and if cared for will provide a unique quality natural environment for this community. The Project Master Plan purposely avoided proposing main roads, residential and commercial development, for example, within the bottoms of Maple Hollow, Mercer Hollow and Hog Hollow in order to maintain the natural beauty of these areas.

The Master Developer shall, where applicable and appropriate, give special attention to incorporate the following general guidelines and recommendations (prepared by SWCA, Inc. Environmental Consultants, November 30, 1998) into the final project design (see complete report for additional detail):

- Ensure the maintenance of linked open space units extending the length of the property from east to west along south-facing slopes between 5,000-5,600 feet elevation. Open Space Linkages will incorporate as appropriate topographic relief, obscured sight distances, natural vegetation areas on private or public lands, parks, and/or possibly a combination thereof.
- Trails constructed in Maple and Mercer Hollows should be located on the west-facing (i.e., east) sides of these canyons above and outside of areas containing tall, dense oak/maple community on the canyon bottoms.
- Prohibit indiscriminate clearing of native vegetation, introduction of exotic plant species and installation of fencing outside of a designated limit of disturbance on natural lots.
- Roads should be built with low design speeds (Posted 25 mph or less) and deer crossing signs should be installed in appropriate locations.
- Landscape roadsides utilizing native vegetation having low forage and cover value to deer and elk.

- Plant preferred browse species in suitable south-slope areas below 5,600 feet elevation to mitigate for unavoidable impacts to winter range habitats.
- Provide for the development of south slope water features such as water retention ponds or basins, maximum utilization of the natural drainage courses, and other similar features that would increase habitat value for wildlife. (Subject to qualified professional planning and engineering design.)
- A residents' guide to living with wildlife shall be developed and distributed to homeowners within the SunCrest Development.
- Owners should be encouraged to keep domestic cats inside residents' homes.

3.4.7 Churches

The provision for church sites is an important element of the Project Master Plan. Provisions will be made for churches as the need arises. Church facilities architecture and landscape design shall be subject to approval by the Design Review Board, compliance with the Master Covenants, Conditions and Restrictions and subject to City approval.

3.4.8 Schools

Development of schools is a necessary and desired element of the Project. The property is within the boundaries of one city, two counties and two school districts thus requiring careful coordination and cooperation among all jurisdictions involved. The location of new schools will be dictated by many factors including availability and suitability of land for buildings, traffic concerns, funds for acquisition and construction, boundaries of adjacent schools and the total number and location of school age children within the community. The Jordan School District has indicated, for planning purposes only, that there may be the need for (2) two elementary schools and (1) one middle school within SunCrest based on the District wide student generation rate of ½ elementary student and ½ middle student per dwelling unit. Each school should be approximately 10 net acres with good pedestrian and vehicular access and circulation. A joint use school/park location or corner location is encouraged. Master Developer will coordinate, cooperate, and plan with the School Districts and the City for adequate school sites and student pickup and drop-off areas to serve the residents of *SunCrest*. School facilities architecture and landscape design shall be subject to approval by the Design Review Board, compliance with the Master Covenants, Conditions and Restrictions and subject to City approval.

3.4.9 Fire Protection

Due to the climatological and vegetative conditions in the SunCrest project area, and due to the travel times anticipated for fire suppression forces from existing fire stations, special fire protection precautions will be taken in the project area. The minimum lateral distance from the edge of roof overhangs on structures in the SunCrest project to the edge of adjacent native vegetation taller than four feet in height shall be not less than fifteen (15) feet. The selective vegetation thinning or removal may extend beyond the limits of disturbance on Natural Lots

to provide this protection. All roofing materials shall be rated Class A. Master Developer will provide a site, to be approved by the City and the Salt Lake County Fire Department for the construction of a fire station within the SunCrest project area upon request by the City and in accordance with Section 10e of the Master Development Agreement.

Until the Fire Station is constructed and placed in operation, all residential structures in the *SunCrest* project area will incorporate an NFPA standard residential fire sprinkling system.

SECTION 4 - DEVELOPMENT STANDARDS

APPLICATION

Regulation within this section shall be governed by the purpose and intent of the Draper City Hillside Overlay District and the SunCrest Development Guidelines as administered by the City and the Master Developer . Specific deviations may be proposed by the Master Developer and may be approved by the City on a case by case basis after precise engineering studies are performed which justify any proposed deviation shown on a preliminary plat. Waivers may be granted by the City in conjunction with the approval of the Preliminary Plat . For further explanation and applicability and/or conflicts of interpretation refer to Section 5 - Applicable Draper City Codes and Regulations. For additional information see Fehr & Peers Associates "SunCrest Traffic and Roadway Standards" dated December 15, 1998.

4.1 STREETS - GENERAL

- ◆ Collector streets are only schematically shown on the approved SunCrest Project Master Plan. Analysis of each development pod will be performed as each preliminary plat map is proposed and submitted to the City for review and approval. The final design and street alignments shall be determined after precise engineering studies are completed with each preliminary plat map. These collector streets will be constructed by the Master Developer in tandem with the development of each phase and dedicated to the City of Draper. Local streets will be planned within each individual phasing plan and constructed by the Master Developer or other developer and dedicated to the City. Where private streets or drives occur, they will be made a part of adjacent property and will be maintained in common by adjacent property owners or by a sub-homeowners' association.
- ◆ Because SunCrest is located within the Hillside Overlay District, streets will, wherever safe and practical, be designed in harmony with the purposes and intent of the Hillside Overlay District. Horizontal and vertical curves in the road will be matched as closely as possible with the existing natural terrain. By running streets, especially collector streets, with the existing contours of the land, excessive cut and fill situations and high retaining walls may be minimized.
- ◆ Street cross sections for *SunCrest* are modified herein from the current City standards. Safety, right of way, pavement width, design speed and street geometry were all considered in the revised standards. The final design shall strike an appropriate balance between the streets function and visual aesthetic issues. The Street standards contained in these Development Guidelines more adequately relate to the hillside terrain, neighborhood development patterns and the *SunCrest* community theme and needs. These standards will help meet the objectives outlined in the Hillside Overlay District by minimizing street excavation and site grading, while better preserving the natural vegetation and existing contours of the land.

- ◆ Modified curbs shall be the preferred standard where curbs are installed, except where sound engineering analysis may require high-back curbs to block traffic crossing (bumper stop) or to carry storm water runoff, etc.
- ◆ The public street sections and locations shown on the Master Street Plan and Figure 3 shall supersede the standard City street sections. The Master Developer must justify and demonstrate at preliminary plat review that the SunCrest modified street sections, and their site specific design and application, are appropriate based on traffic studies and civil engineering design prepared by qualified licensed professionals and the "Standard Cross Section Requirements" discussed below.
- ◆ The private Street Sections shown as Exhibits A-6 and A-7 shall be the applicable private street standards for SunCrest subject to site-specific design and conditions and approval by the City.
- ◆ If a development proposal includes alleys, the design shall provide for adequate on street and off-street parking.
- ◆ In areas where it is anticipated that residential lot development will require driveways with grades steeper than 15%, the plat design shall provide for off pavement, street-level parking for two cars for each such residence at or near the junction of the affected driveway and the street. In such cases steps leading from the street to the house entry will be required.
- ◆ Recreational Trails may be in the form of concrete or asphalt paths adjacent to public streets or a part of the unpaved open space trail network as determined appropriate. Any trails or sidewalks adjacent to public road may meander outside of the public street right-of-way if an approved easement is provided.
- ◆ In general, narrowed street sections are desirable at SunCrest to reinforce the mountain setting and theme, calm traffic flows and minimize the grading required.
- ◆ The standard sidewalk width shall be 60".

4.1.1. Standard Cross Section Requirements

The street design standards set forth herein shall apply to streets within the SunCrest project area. The following discussion is a summary of the "SunCrest Traffic and Roadway Standards" prepared by Fehr & Peers Associates dated, December 15, 1998. This complete report is the basis for the Section 4 discussion and is subject to periodic updates and modifications as requested by the City as part of the preliminary plat review and approval.

Based on the appropriate differences in traffic volume characteristics and the market of residential development targeted for the SunCrest Development, five standard road cross-sections have been developed. The road cross sections are shown in Figure 3 and mapped in the Master Street Plan and include the following:

- ◆ Major Collector Street
- ◆ Collector Street
- ◆ Transition Collector Street
- ◆ Residential Collector Street
- ◆ Local Street

In addition, SunCrest has two private street sections as shown in Exhibits A-6 and A-7 (which are not discussed in the Fehr and Peers study).

Major Collector

Major Collector Streets are four-lane roads similar to the existing section of the northern access road. Since this road is already constructed and standards have been set, no additional discussion regarding these standards is necessary. A section of SunCrest Drive, as it approaches the existing northern access road, will be constructed to match the existing road in order to provide clear continuity of the through-traffic pattern and provide for traffic capacity well in excess of projected traffic volumes (from both SunCrest and worst-case traffic external to SunCrest). The southern access road to SR-92 shall be constructed to these same standards.

Transition Collector

Transition Collectors are proposed at three major intersections of Collectors, Residential Collectors, and Major Collectors. Transition Collectors consist of 56-foot minimum paved width and a 57-foot desirable paved width. This section includes two 12-foot travel lanes, a 13-foot (12 foot minimum) center turn lane, and right turn lanes of 10 feet on each side. Lanes may be striped as 12-foot travel lanes and 10-foot turn lanes or as two 11-foot travel lanes to be determined upon design. Transition Collector streets should generally be constructed for a maximum distance of 250 feet from major intersections with approach taper lengths of ten feet in length to one foot of width. Minimum transition period distances should not be less than 100 feet from major intersections with actual design based on estimated queue length of volumes and logical driveway termini to be determined during actual design.

Collector

The only proposed Collector street in the SunCrest Development is the proposed onsite SunCrest Drive. This road should include a standard 40-foot road platform including two 12-foot travel lanes and 8-foot shoulders. Although paved shoulders are proposed, pavement in the shoulders is not required from a roadway capacity or safety standpoint. Similar to the Major Collector standard already constructed (where AASHTO Standard shoulders were reduced to 5 feet), shoulder widths may be reduced by approval of Draper City in sections where significant cuts or fills are required in order to reduce the environmental impact of this road on surrounding land. SunCrest Drive should be constructed so that direct access to the street by individual houses is minimized.

Residential Collector

Residential Collector Streets are similar to Collector Streets except that UDOT standards for local streets have been applied to these Residential Collectors. Based on these standards, lane widths can be reduced from 12 feet to 11 feet and standard shoulders should be reduced to six feet. Other design features such as maximum allowable grades are also adjusted for Residential Collector Streets based on the UDOT standard for Local Streets. Both Residential Collector Streets and Local Streets have volumes sufficiently low that driveway access on these roads will not be a concern.

Local Streets

Local Streets have been reduced to the minimum safe standards of a 28-foot road platform to allow for safe passage of two vehicles and minimal environmental impact (see Figure 3).

In neighborhoods designed for Graded Lots or in other areas where curb and gutters are utilized, travel lane widths remain the same but the 3-foot shoulders on each side will be replaced with curb and gutter thereby reducing the width of the total cross-section from 28-feet to 26-feet (see Exhibit A-5).

Although vehicles can be parked on these roads, low traffic volumes indicate that it is unlikely that vehicles will be parked on both sides of the road while two traveling vehicles are attempting to pass one another. No sidewalk shall be required on Cul-de-sacs less than 400' long (measured to the end of the cul-de-sac pavement) and elsewhere within SunCrest as may be approved by the City on each Preliminary Plat Map.

Wildlife Crossing

Wildlife Crossing Deer and related wildlife crossing are generally addressed in other elements of the SunCrest Master Plan. It is worth cross-referencing these elements in the traffic analysis to the extent that advanced warning signs, reduced speed limits, and possibly other design elements may be justified on Collector Streets, Residential Collector Streets and Major Collector Streets where potential wildlife crossings are identified.

Road cross section standards are shown in Figure 3 and summarized in Table 4.1.1A, as follows:

**SunCrest, Table 4.1.1A
Street Cross Section Standards**

Functional Classification	Travel Lanes	Center Turn Lane	Shoulder
Major Collector (Off Site Including North and South Access Road)	4 12 foot width	No	5 foot, established by Draper City
Transition Collector (At Major Intersections)	2 12 foot width	Yes 13 foot width (12 foot minimum)	paved auxiliary lane in lieu of shoulder 10 foot width
Collector (SunCrest Drive)	2 12 foot width	No	8 foot width
Residential Collector (Maple View Drive, Deer Ridge Drive and the "Eastern Loop")	2 12 foot width (11 foot minimum)	No	6 foot width
Local ("Eastern Loop Road" and other streets)	2 11 foot width	No	3 foot width

Shoulder widths may be reduced based on environmental or other considerations, as approved by Draper City.

Requirements for surface drainage, pedestrian (and trail) facilities, and landscaping are addressed outside of the discussions of road cross sections affecting traffic capacity. As a general statement, Fehr & Peers supports the safe provision of an extensive trail and non-motorized transportation system as well as design features which provide and enhance the aesthetics of the community. Research has demonstrated that the extensive trails can reduce the need for automobile trips, in addition to the obvious advantages of trails on quality of life issues. However, these quality of life issues are often subjective and are more appropriately addressed by the City and the SunCrest Development Corp.

A more objective discussion is appropriate for roadway clear zones, which are also inter-related to roadway safety features, drainage features, landscaping, and similar issues. AASHTO states that (rural) collector roads with a design speed of 40 mph or less should include a minimum clear zone of 10 feet from the edge of the through traffic lane. This clear zone provides a recovery area which should be clear of all "unyielding fixed objects such as trees, sign supports, utility poles, light poles, and any other fixed objects." AASHTO also states that a minimum 3:1 foreslope with a rounded shoulder and ditch is preferred for the clear zone. Finally, AASHTO states that the benefits of removing these obstructions must be weighed against the safety aspects and the environmental effects. Actual design of clear zones should be based on the *AASHTO Roadside Design Guide* (referenced in the *AASHTO Green Book*). The use of drainage swales, or a portion of drainage swales to meet clear-zone design standards may be considered but is largely a design issue beyond the scope of traffic standards.

Other Roadway Standards

In addition to road cross-sections, a variety of other design features are also important to provide for adequate road capacity and safety. Generally these features are inter-related such that lower design speeds will reduce maximum roadway capacity and would not be appropriate on high-volume roads. Yet, road capacity is generally provided in large increments related to the number of travel lanes such that other design features have more to do with environmental constraints and meeting adequate safety needs than projected roadway traffic volumes.

For the proposed SunCrest Development, two main sets of standards were considered including AASHTO standards described in the 1990 *AASHTO Green Book*, and UDOT standards as per *UDOT'S 1992 Standard Drawings for Two Lane Highways*. Existing Draper City standards were also considered in order to provide for standards in SunCrest which would be consistent with others in the City while still allowing for the unique theme being developed in SunCrest. UDOT Standards reflect those for "rural" highways which essentially provide a summary of AASHTO standards as they apply to mountainous terrain (not typically found in an "urban" setting).

Table 4.1.1B summarizes the recommended design standards of each proposed street functional classification in the SunCrest Development. UDOT standards include design speed issues. However, neither UDOT nor AASHTO provides significant justification with one design speed over another. While the choice of design speeds in SunCrest follows both UDOT standards and AASHTO recommendations, the sensitive mountain environment may allow for a reduction of design speed on a case-by-case basis. Stopping site distance is a direct function of design speed and is related to the distance drivers can see in front of them, react to potential obstacles, and stop the vehicle (on wet pavement). Grade has an impact on a variety of factors. Grades primarily affect traffic volumes and capacity with the presence of trucks, which is not a factor in a primarily residential area.

As shown in Table 4.1.1B higher design standards are proposed on SunCrest Drive. Since through traffic will be encouraged on SunCrest Drive, this facility will be designed at a higher design speed than other facilities and shall limit grades to 10 percent. Travel distance is also shorter on SunCrest Drive over the top of the ridge. Local streets have been designed primarily with sensitivity to the mountain environment. It is proposed that local streets not be used to carry more traffic beyond that necessary to provide access to individual, low- traffic volume land uses.

Table 4.1.1B
SunCrest
Street Design Standards

Functional Classification	Design Speed	Minimum Stopping Sight Distance (Rounded for Design)	Maximum Allowable Grade
Major Collector (Off Site Including North and South Access Road)	40 mph	275 - 325 feet (plus grade adjustments)	10 percent
Transition Collector (At Major Intersections)	varies	varies	10 percent
Collector (SunCrest Drive)	40 mph	275-325 feet (plus grade adjustments)	10 percent
Residential Collector (Maple View Drive, Deer Ridge Drive and the "Eastern Loop Road")	35 mph	250 feet (plus grade adjustments)	12 percent
Local (“Eastern Loop” and other streets)	30 mph (20 mph allowable on low ADT <400)	200 feet (plus grade adjustments) (150 feet for alternative design speed)	12 percent

Note: Lower design speeds are justified in short sections of roadway based on environmental and social considerations as approved by Draper City. Minimum Stopping Sight Distance based on *AASHTO Green Book* with zero grade.

Table 4.1.1C provides related standards of other detailed design issues. These standards are based on the *AASHTO Green Book* computations and rounded (up) for design as per the 1990 *AASHTO Green Book*.

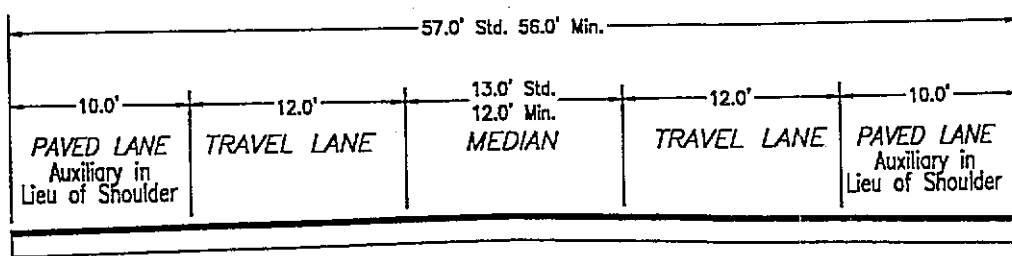
Table 4.1.1C
SunCrest
Additional Street Design Standards

Functional Classification	K Value for Crest Vertical Curve (Rounded for Design)	K Value for Sag Vertical Curve (Rounded for Design)	Minimum Horizontal Curve Radius (based on 6% super elevation)
Major Collector (Off Site Including North and South Access Road)	73.9 ¹ (80) ²	65.6 (70)	510
Transition Collector (At Major Intersections)	varies	varies	varies
Collector (SunCrest Drive)	73.9 (80)	65.6 (70)	510
Residential Collector (Maple View Drive, Deer Ridge Drive and the "Eastern Loop Road")	46.4 (50)	48.6 (50)	400
Local ("Eastern Loop" and other streets)	29.2 (30) 16.1 (20) for lower design speed	36.1 (40) 23.5 (30) for lower design speed.	280 (200) for lower design speed.

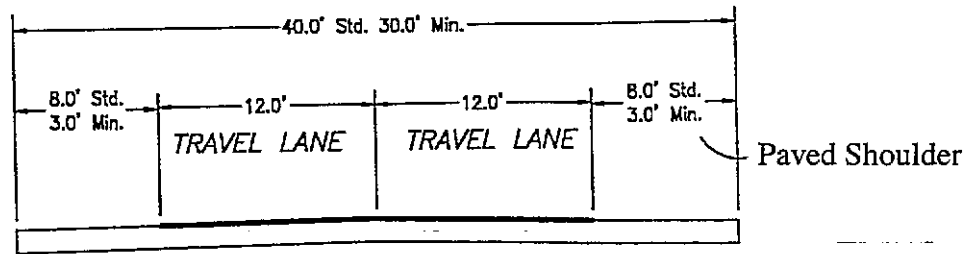
K value is a coefficient by which the algebraic difference in grade may be multiplied to determine the length in feet of the vertical curve which will provide the minimum sight distance.

1 Based on AASHTO equations used for design

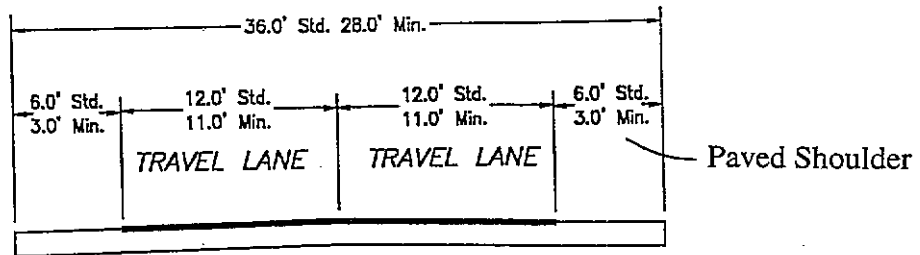
2 Rounded by AASHTO for ease in design



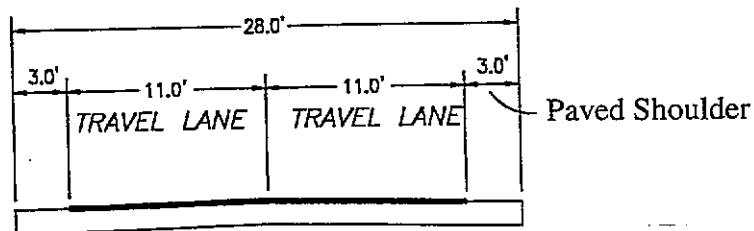
TRANSITION COLLECTOR
- Major Intersections



COLLECTOR
- SunCrest Drive

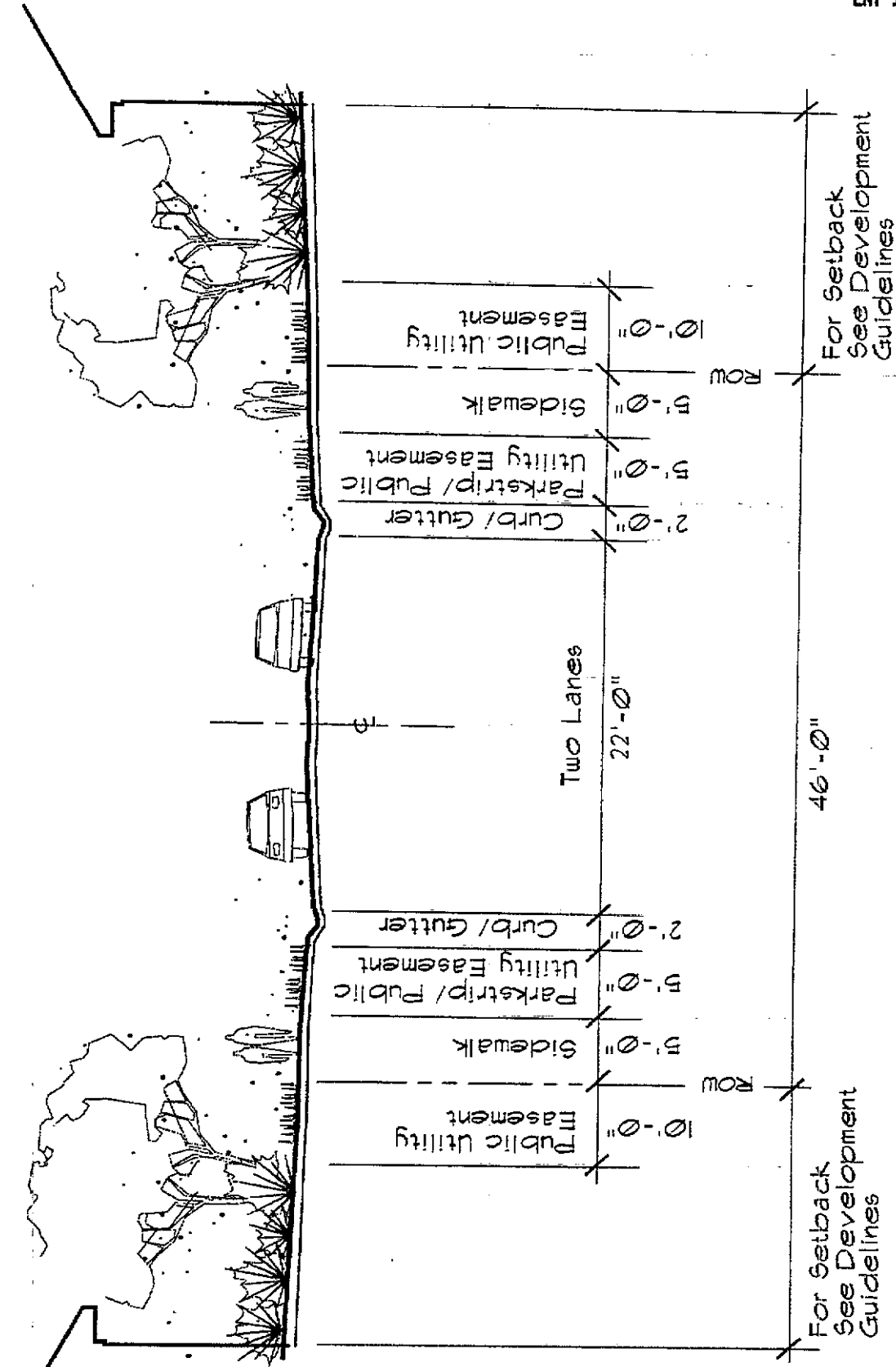


RESIDENTIAL COLLECTOR
- Maple View Drive
- "Eastern Loop"
- Deer Ridge Drive



LOCAL
- "Eastern Loop"

Figure 3	SUNCREST ROADWAY CROSS-SECTIONS	fp
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For Setback
See Development
Guidelines

46'-0"

For Setback
See Development
Guidelines

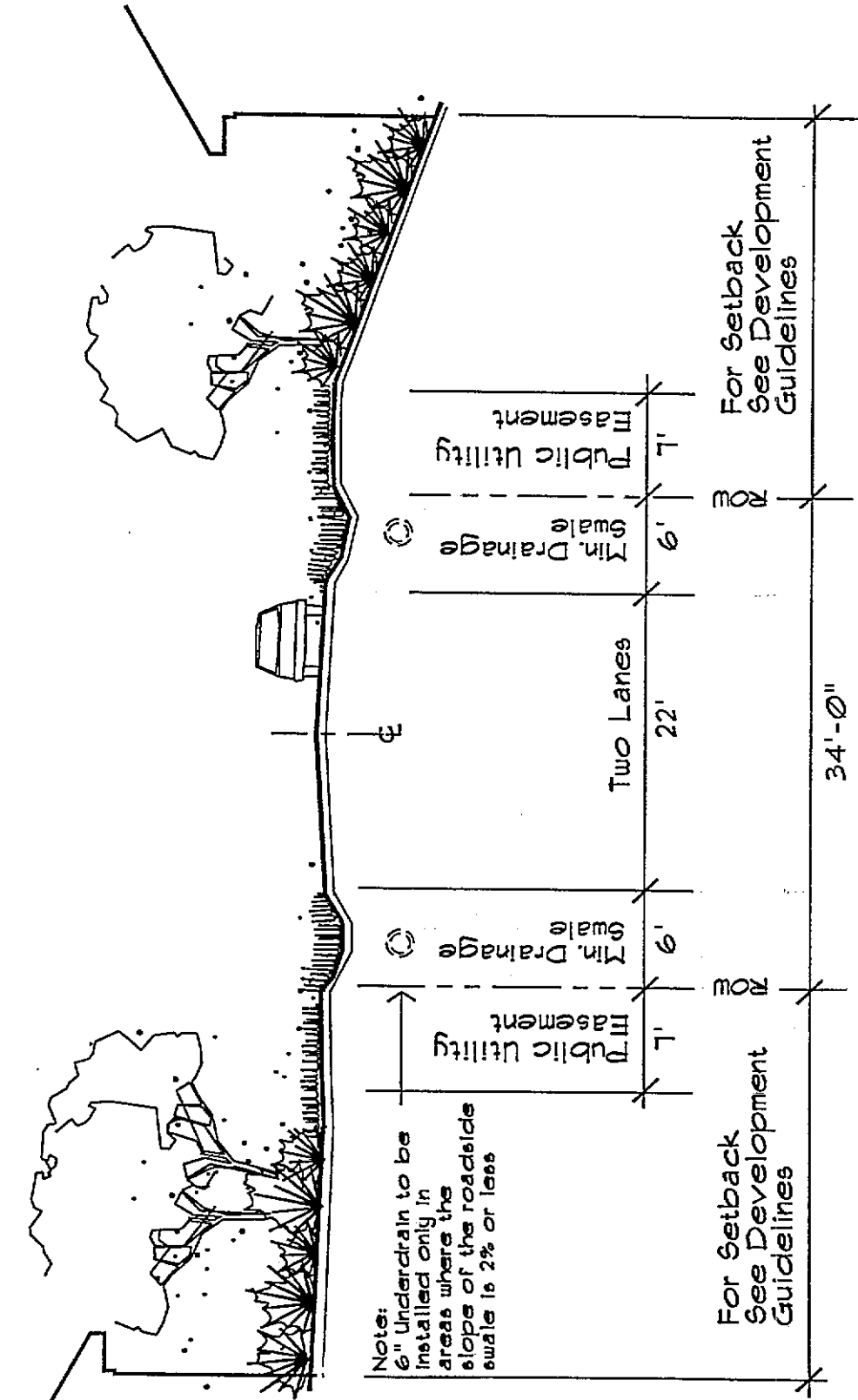
Note:
Cul-de-sac lots may
have a reduction in ROW
(No Sidewalk or Parkway)

Local Street
Neighborhoods designated for Lots 10,000 s.f. or less

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Exhibit A-5

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SunCrest Development Corp.



Note:
6" Underdrain to be installed only in areas where the slope of the roadside swale is 2% or less

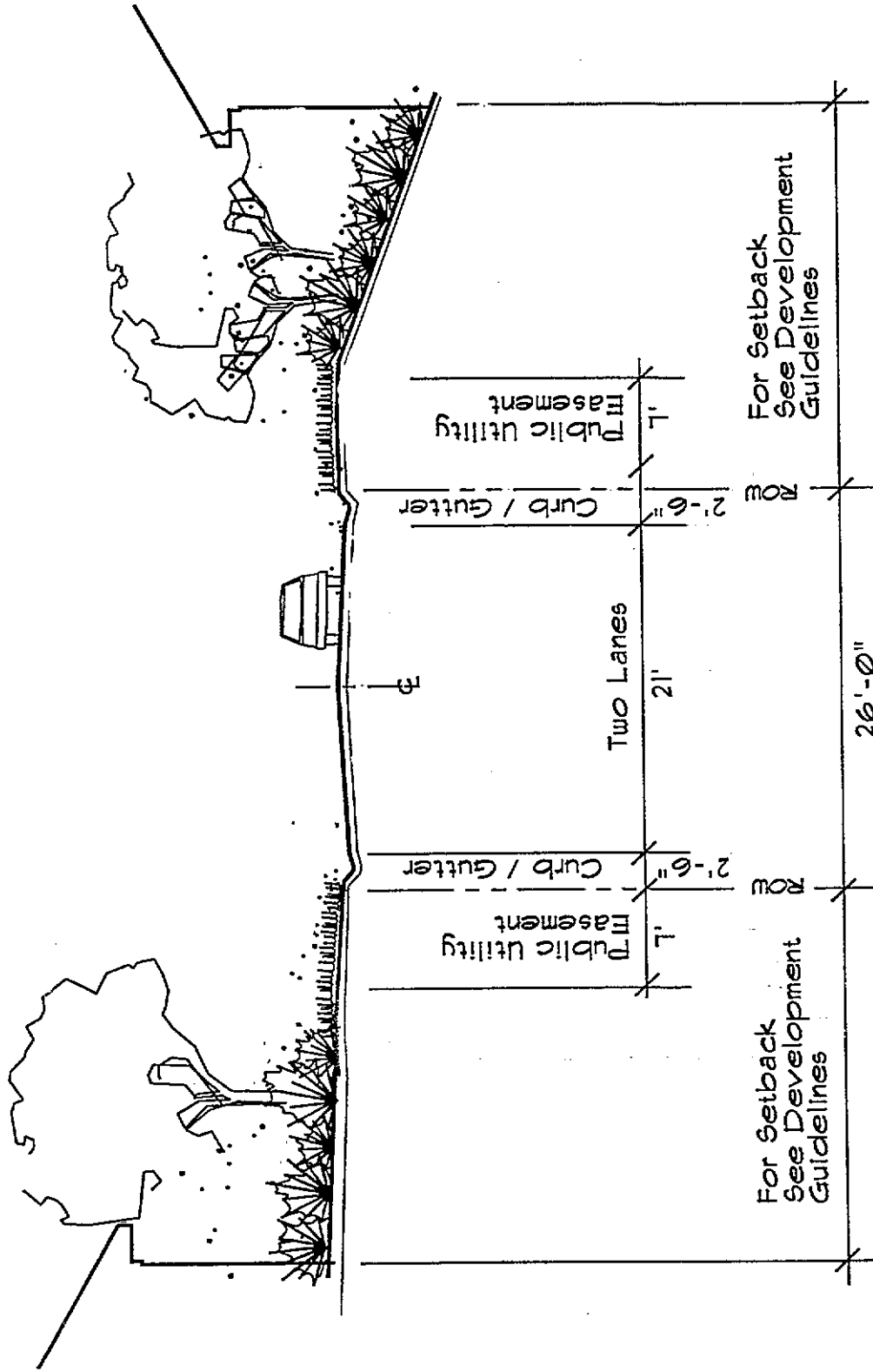
For Setback See Development Guidelines

For Setback See Development Guidelines

Private Street 34' R.O.W.

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Exhibit A-6
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Private Street 26' R.O.W.

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Exhibit A-7
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4.2 SITE LAYOUT AND DESIGN - SINGLE FAMILY DETACHED RESIDENTIAL

General - Single-Family Detached Residential

The residential component of the community will occupy the majority of the developed Project. These Development Guidelines will help to keep the physical impacts of residential development at a minimum, while enhancing the quality of life for those living in and around the community. The standards listed are applicable to all residential development except where noted. In addition all residential development must comply with the SunCrest architectural Design Guidelines which require special attention to architectural details, on-site grading, drainage, landscaping and erosion control issues. Building foundations and building sites shall be stepped into hillsides. Standards that apply to any one product type are listed in the appropriate, subsequent section and are subject to an appropriate drainage and erosion control plan. Preliminary and Final Plat maps shall designate the appropriate standards (Building Types per Table 1) to be applied to each building lot.

4.2.1 Lot Layout and Land Use Relationships - Single Family Detached Residential

The land use relationships of *SunCrest* shall conform to the Project Master Plan approved by the City. It is currently anticipated that the Master Developer shall prepare and submit all preliminary plats and final plats directly to the City for approval without the review and approval of the Design Review Board. In the event that Master Developer makes a bulk land sale of non-platted land to another developer or builder, the CC&R's require that the developer or builder shall submit the lot layouts and/or preliminary plat maps to the Design Review Board for approval prior to making application to the City for approval. In order to provide access to otherwise developable property, but to minimize grading and the level of public and private improvements required, private lanes, common driveways and flag lots are encouraged, especially in the custom estate lot areas. These site specific, custom design features may be utilized in the lot layout as reviewed and approved by the City with each Preliminary Plat.

4.2.2 Graded Lots

Graded Lots are residential building lots which are 10,000 square feet or less in size which are clustered together, and which may be graded in a coordinated manner so as to collect and control storm water runoff in an approved drainage system. Also, Public and Community Support Facilities such as fire stations, schools, churches and other similar facilities will most likely be developed on larger Graded Lots. Graded Lot clusters will not normally be located in (30%+) slopes, but may be approved in areas of (30%+) slopes as set out below in Section 5.2.1f paragraph II.C., Large (30%+) Slope Modifications.

The following criteria shall be used for the development of Graded Lot areas:

1. The clustering concept utilized by SunCrest encourages the clustering of both development areas and the natural open space into concentrated blocks which are linked together. Development pods are linked together by the required infrastructure. Similarly, large blocks of natural open space are linked together with natural open space and

wildlife corridors. SunCrest has intentionally avoided development of outlying islands, pockets or fingers of land that could otherwise be developed in favor of clustering development within a centralized and generally defined limit schematically depicted on the Master Land Use Plan. It is anticipated that as each development pod is studied and a preliminary plat is designed, relatively minor islands, pockets and fingers of land with slopes exceeding 30% will be encountered that are either completely surrounded by an area to be developed or they are smaller pockets or fingers of a larger area which abruptly protrudes into the development pod.

2. In accordance with the SunCrest clustering concept to confine the areas to be developed, minimize the required infrastructure to support development areas, and to provide a more functional and improved plan, Master Developer may be permitted to develop some of these minor islands, pockets or fingers as Graded Lots in accordance with the requirements and criteria set out below in Section 5.2.1f Paragraph II.C., pertaining to Large (30%+) Slope Modifications.
3. No limits of disturbance will be established for Graded Lots.

4.2.3 Natural Lots

Natural Lots are those lots which are greater than 10,000 square feet in size which require custom, site specific design and construction in order to develop on the existing natural topography with a minimal amount of on-site grading and natural vegetation removal.

The following criteria shall be used for development of the Natural Lot areas:

1. Buildings may not be constructed in areas exceeding 30% slope except as provided for in Section 4.7 .
2. Natural Lots must have a building envelope that is rectangle at least 3,500 square feet in area with a minimum side of 50 feet and a slope of 30% or less which area shall be identified on each Natural Lot on the preliminary plat map in order to establish a buildable lot.
3. Limits of disturbance shall be designated for each Natural Lot at the time of final plat approval. The final plat shall designate on each Natural Lot the area on which construction, grading, filling and vegetation removal may occur. No grading or vegetation removal shall take place outside the established limits of disturbance except as may be provided in Paragraph 4. Limits of disturbance shall be marked by construction fencing, colored tape, or other means acceptable to the City on Natural Lots prior to starting construction to prevent incidental incursion into areas to be protected. Building footprints of principal and accessory structures, walls, decks, patios, access driveways, gardens, lawns and excavation spoils shall be included within the designated limits of disturbance.

4. Upon review and approval by the SunCrest Architectural Review Committee and the City, minor, selective vegetation removal may be allowed outside the established limits of disturbance in order to meet minimum fire break requirements when proposed in connection with building permit approval. Pathways up to three feet wide, underground utility lines, drainage and erosion control facilities and non-opaque security fences which are earth-tone in color and unobtrusive with respect to method of erection are also allowed outside the limits of disturbance.
5. Criteria to be considered in establishing the limits of disturbance shall be as follows:
 - (1) Avoidance of (30%+) slopes and natural drainages.
 - (2) Preservation of significant trees and native vegetation.
 - (3) Fire prevention and safety including, but not limited to, location of vegetation near structures.
 - (4) Minimization of visual impacts within and without the development, screening from adjacent properties and protection of scenic views.
 - (5) Protection of wildlife habitat and migration corridors.

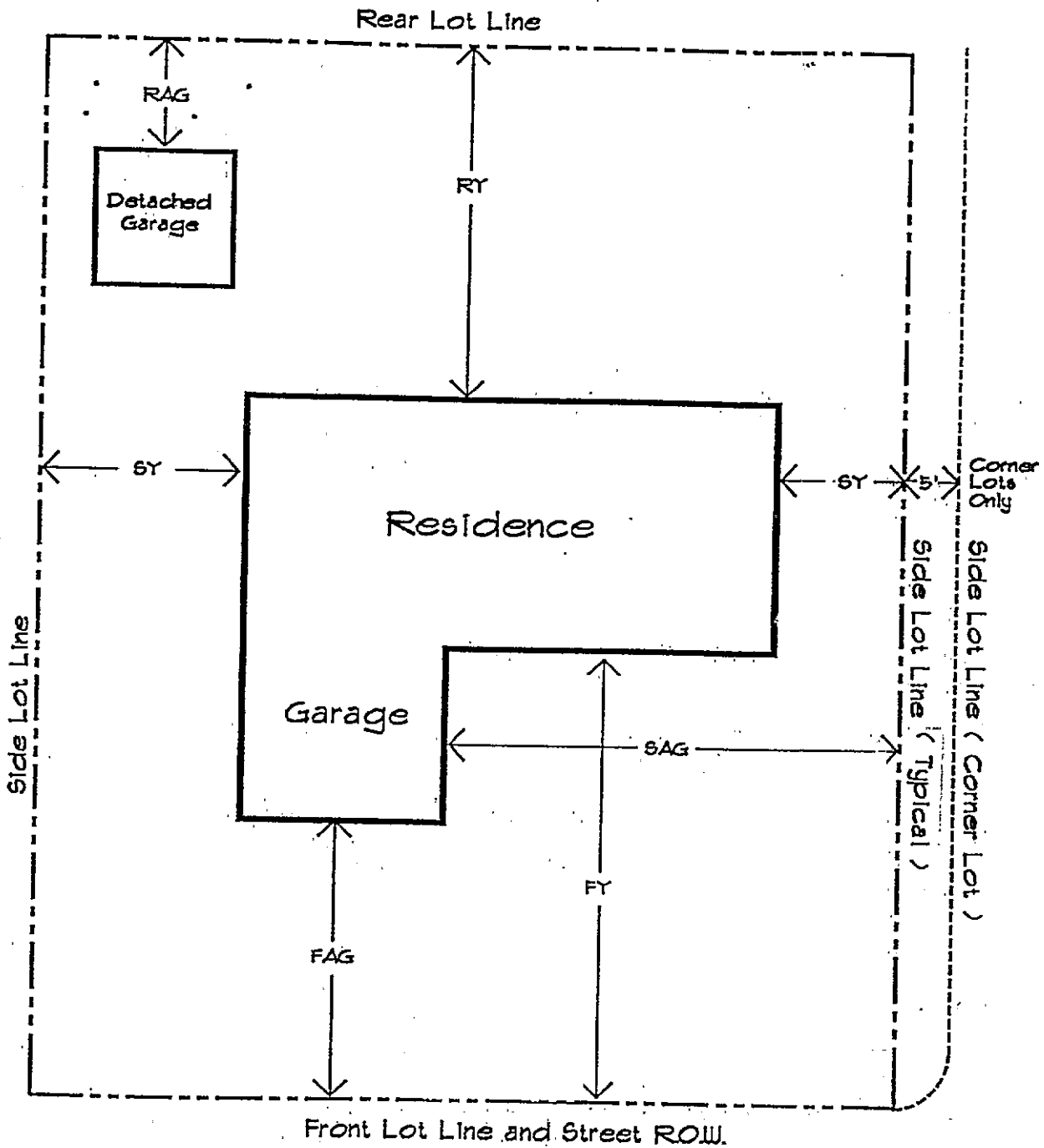
4.2.4 Height and Setback Restrictions -Single-Family Detached Residential

All plot plans for residential lots shall be approved by the Design Review Board prior to building permit applications to the City and shall conform to the height and setback requirements set forth in Table I.

**TABLE I
MINIMUM FRONTAGE, SETBACK AND HEIGHT REQUIREMENTS
for Single Family Detached Products**

	Building Type	Minimum Lot Size	Min. Lot Width *	Max. Height **	Min. Yard Area Setback	
Graded Lots	Single Family Detached House (SFD 5)	5,000 sq. ft. min.	50 ft.	35 feet measured from average finished grade	FY	15'
					SY **	5'
					RY	20'
					FAG	20'
					RAG	5'
					SAG ***	15"
	SFD House (SFD 7)	7,000 sq.ft.	60 ft.	same as above	(same as above)	
	SFD House (SFD 9)	9,000 sq.ft.	70 ft.	same as above	(same as above)	
Natural Lots	SFD House (SFD 10)	10,000 sq.ft.	80 ft.	same as above	FY	15'
					SY	10'
					RY	20'
					FAG	20'
					RAG	5'
					SAG	15'
		SFD House (SFD 12)	12,000 sq.ft.	90 ft.	same as above	(same as above)
	SFD House (SFD 15)	15,000 sq.ft.	100 ft.	same as above	(same as above)	
	SFD House (SFD 18)	18,000 sq.ft.	110 ft.	same as above	(same as above)	
	SFD House (SFD 25)	25,000 sq.ft.	120 ft.	same as above	FY	20'
					SY	15'
					RY	30'
					FAG	30'
					SAG	20'
	SFD House (SFD 35)	35,000 sq.ft.	130 ft.	same as above	(same as above)	
Detached Garages	Garages - Detached Natural Lots	N/A	N/A	14 Feet Wall Height plus Roof Structure	SY	15'
					RY	15'
	Garages- Detached Graded Lots	N/A	N/A	14 Feet Wall Height Plus Roof Structure	SY	0'
					RY	0'
					RAG	5'
<p>SY - Side Yard FY - Front Yard RY - Rear Yard</p> <p>SAG - Side access Garage minimum distance to front property line FAG - Front Access Garage minimum distance to front property line RAG - Rear Access Garage minimum distance from rear property line</p> <p>* Lot Widths are measured at the minimum front setback line. The total lot width and the side yard setback of all corner lots shall be increased by 5 feet from the side street (See Exhibit "T")</p> <p>** Zero lot line products may be proposed with a sideyard setback between 0 and 5 feet with adequate maintenance easements. A demonstration of adequate erosion and drainage control solutions is required or the sideyard setback may be increased up to 10 feet.</p> <p>*** City may consider smaller set back based on City review of product design.</p>						

Exhibit 1



Typical Set Back Requirements

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The following width and curb cut dimensions for driveways are required in areas using high-back curbs in place of modified curbs:

<u>Land Use</u>	<u>Minimum Curb Cut Width</u>	<u>Maximum Curb Cut Width</u>
Single Family/residential	10 feet	28 feet

Prepared driveway grades shall not exceed 15%.

4.2.6 Flag Lots

Flag lots as defined in the current City Ordinance Title 9-3-220 shall be permitted in Natural Lot residential areas, and may be utilized in the lot layout as reviewed and approved by the City with each Preliminary Plat. In Graded Lot areas the size of the "flag" portion of a Graded Lot shall be generally consistent with the size of the contiguous surrounding lot sizes as determined and approved by the Planning Commission with each Preliminary Plat Map. The maximum length of the "staff" serving a Graded Lot shall not exceed 100'.

4.2.7 Private Lanes or Rights-of-Way

Private Lanes or Rights-of-Way requirements which comply with the current City Ordinance Title 9-3-060 shall be permitted in residential areas and may be utilized in the lot layout as reviewed and approved by the City with each Preliminary Plat. A private lane or Right-of-Way that is not a cul-de-sac may serve more than 4 residential lots with appropriate design standards and approval of the City.

4.3 SITE LAYOUT AND DESIGN - MULTIFAMILY RESIDENTIAL

General - Multifamily Residential

Proposed multifamily residential projects shall require architectural, landscape and site plan review by the Design Review Board (prior to the developer or builder making application to the City) in order to determine that the proposed multifamily project is compatible with the overall theme and vision for the *SunCrest* community as contemplated by the Master Developer in these Development Guidelines. Special attention shall be given to architectural details, grading, drainage, erosion control, landscaping and revegetation issues. Building foundations and building sites shall be stepped into hillsides .

4.3.1 Driveway Locations - Multifamily Residential

The following width and curb cut dimensions for driveways are required in areas using high back curbs in place of modified curbs:

<u>Land Use</u>	<u>Minimum Curb Cut Width</u>	<u>Maximum Curb Cut Width</u>
Residential/Multi family	20 feet	38 feet with Landscaped Island
Residential/Multi family	20 feet	30 feet without Landscaped Island

4.4 SITE LAYOUT AND DESIGN - COMMERCIAL

The developers of all commercial areas shall submit site plans to the Design Review Board for review and approval prior to submission to the City. The Design Review Board shall ensure that the site layouts, signage and character of each commercial development are in accordance with the theming and objectives of the Project Master Plan. The following minimum standards shall apply unless modified by a Planned Commercial Center or Planned Mixed Use Center approval.

4.4.1 Parking Requirements - Commercial

The City Laws shall govern parking requirements.

4.4.2 Development Standards- Commercial

- a. Minimum property size: None.
- b. Maximum total building coverage: 50%
- c. Minimum setback requirements:
 - (1) 15-foot minimum building setback from the rear property line.
 - (2) 25-foot building setback from any road right of way.
 - (3) 30-foot building setback from any property line of residential development.

4.4.3 Building Height - Commercial

In accordance with the requirement of the City C-2 Zone, buildings shall be erected to a height no greater than 45-feet measured from average final pad grade to the ridge line of the building at the building site unless a variance is obtained from the Design Review Board and the City.

4.4.4 Landscape Requirements - Commercial

- a. A minimum of 15% percent of the site area shall be permanently landscaped or left natural and shall not be utilized for vehicular lot access or parking. All landscaping plans shall be approved by the Design Review Board prior to submittal of the site plan application to the City for City approval.
- b. A landscape irrigation plan must be designed by a licensed professional. This plan shall be reviewed and approved by the Design Review Board and the City. Credits and allowances as incentives may be given for a landscape design which selectively incorporates and preserves the native vegetation of the site.

4.4.5 Driveways - Commercial

The following width and curb cut dimensions for driveways are required in areas using high-back curbs in place of modified curbs:

<u>Land Use</u>	<u>Max.Curb Cut</u>	<u>Min. Width</u>
Commercial	35 Feet	20 Feet

A minimum of 150 feet spacing between major commercial driveways will be required unless otherwise approved by the City Engineer. Joint use of commercial drives is strongly recommended. The center line of intersections of driveways of major traffic generators entering from opposite sides of the roadway shall be either aligned or offset by a minimum of 150 feet.

4.5 SITE AMENITIES AND DESIGN FEATURES

4.5.1 Project Entries

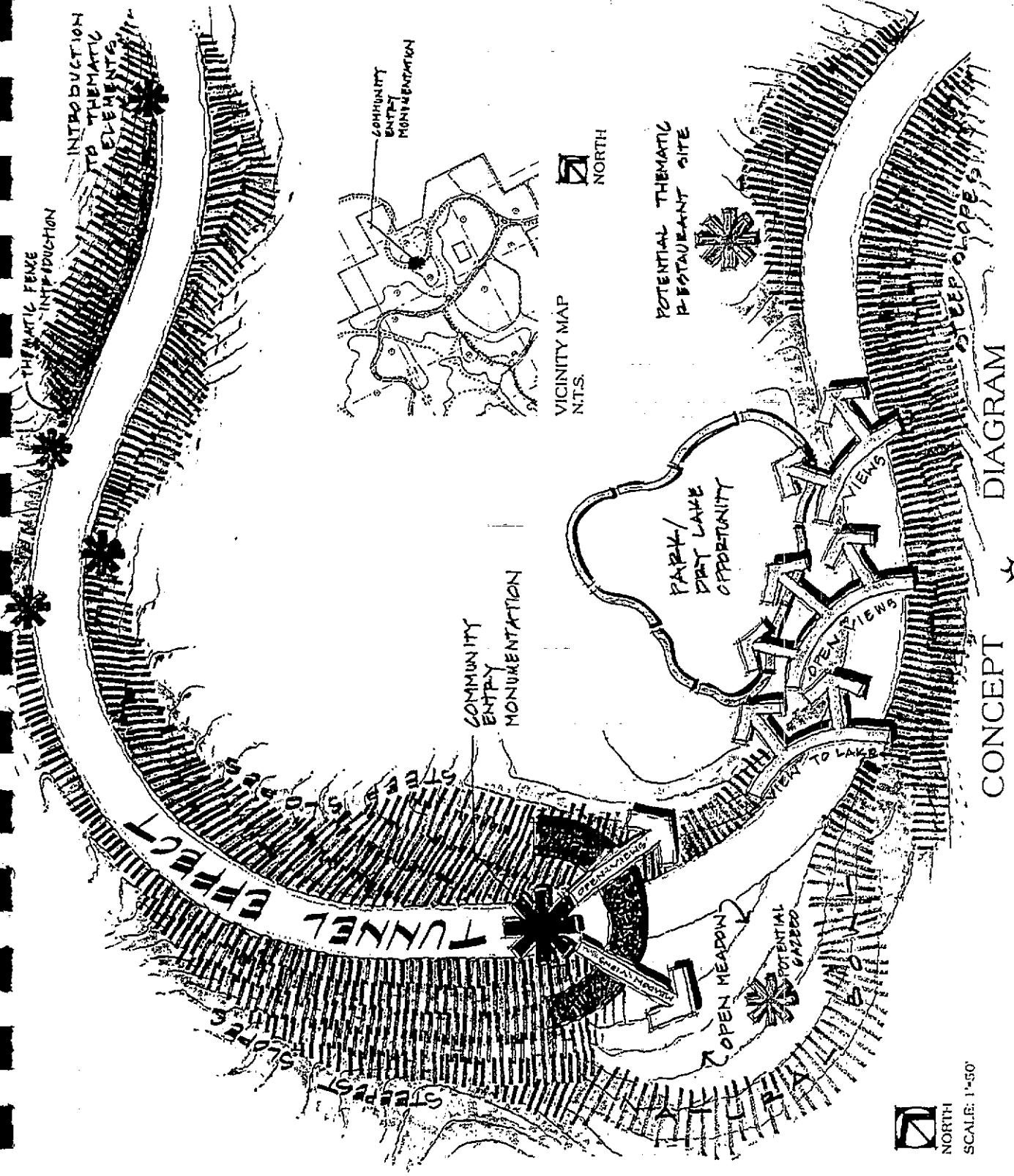
SunCrest will be designed to provide an integrated design of landscaping, monumentation and signage compatible with the surrounding environment.

The project entry serves to introduce and define the limits of the *SunCrest* community and is intended to impart a subtle, tasteful introduction to the community. Exhibits C-1 and C-2 conceptually depict the entry monument subject to site-specific final design.

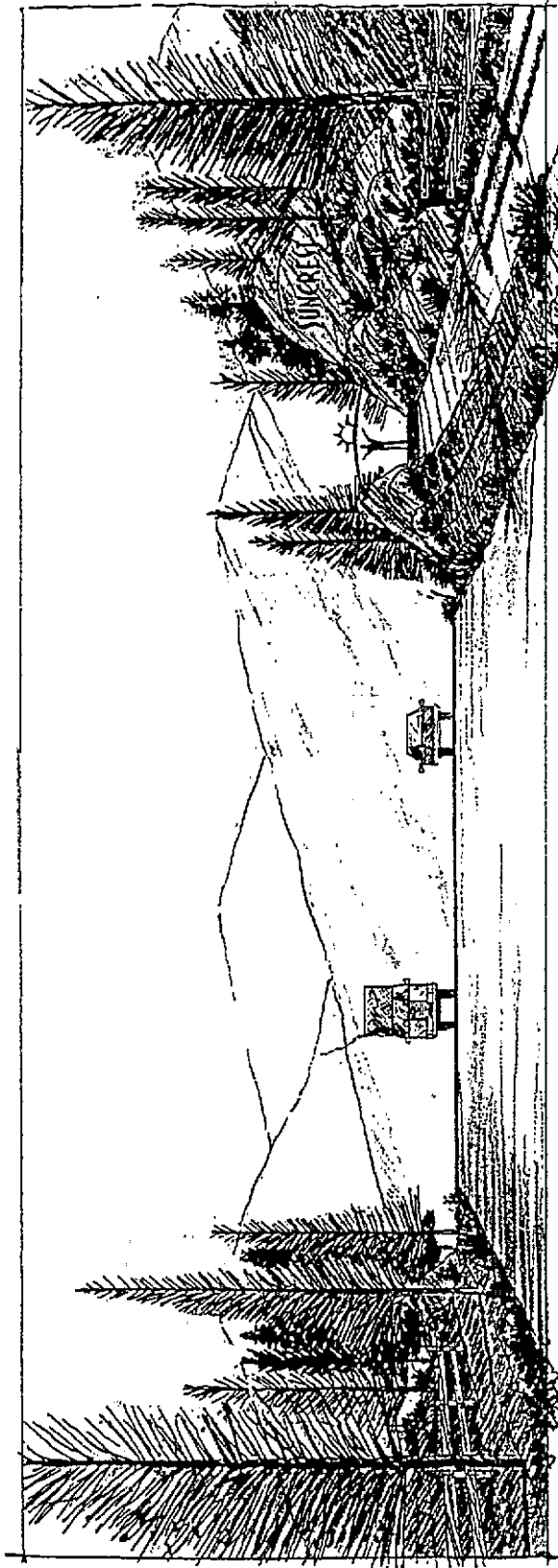
The *SunCrest* entry will consist of a defined geographic area which may contain some combination of an entry feature, decorative walls, landscaping, special lights and signing.

Exhibit C-3 conceptually depicts secondary entry treatments subject to site-specific final design. Secondary entries may occur at residential neighborhoods, private facilities and special use areas. These secondary entries are located within specific areas and may include such features as monuments, signage, native and introduced vegetation and enriched paving. All monuments and signage shall be approved by the Master Developer, Design Review Board and the City. Entry features, monuments and signage shall be owned and maintained by the Master Association or other property owners' association. All signage will comply with existing City Ordinances except as these Development Guidelines may be further amended or as may be approved by the City.

ENT 109671 BK 5240 PG 959



SUNCREST



COMMUNITY ENTRY MONUMENTATION

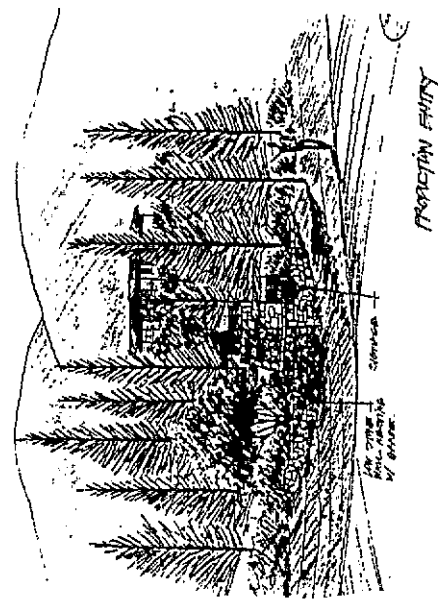
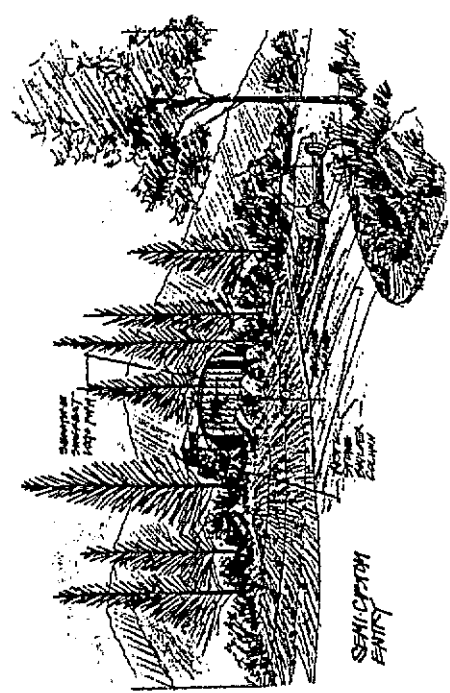
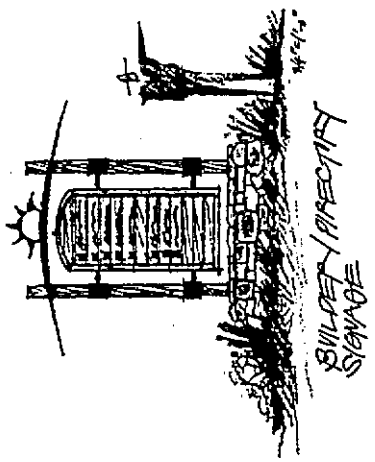


ENT 109671 BK 5240 PG 960

© 2004 Suncrest
DAVE WINTERBROOK
ARCHITECT

Exhibit "C-2"
(For Illustration only)

ENT 109671 BK 5240 PG 961



COMMUNITY SITE FEATURES



4.5.2 Street Lighting

The beauty of the night at *SunCrest* will be protected by judicious use of lighting. The objective is to minimize lighting on the mountain. Lighting shall be utilized only as necessary to provide the functional requirements of safety, security, and identification. Street intersections, cross-walks and other areas shall be lighted only as necessary for public safety. Unnecessary use of light will be prohibited in the interest of maintaining a non-obtrusive night-time environment. Light sources shall be shielded and directional, discretely illuminating only essential areas. Street light locations shall be proposed by the Master Developer and approved by the City.

4.5.3 Landscaping and Revegetation

The landscaping and revegetation objective will be to create an informal, natural-looking and seamless landscaped setting that will integrate new planting with the existing vegetation. Emphasis will be placed on vegetation native to Northern Utah. This may require successional planting over several growing seasons in order to reestablish native species. The formal look of symmetrical designs, uniform or regularly spaced or repeating street trees or improvements shall be discouraged. Rather, groups of trees and shrubbery will be used at irregular spacing and blended and integrated back into the natural setting. The sizes of plants and planting techniques shall be adequate to survive the conditions and locations of public areas: streets, parks, commercial sites and multifamily housing as determined by a qualified landscape architect and approved by the City. Major landscaping and revegetation considerations will be as follows:

- ◆ Re-seeding of graded and disturbed areas which require revegetation will be bonded for in accordance with City Laws and re-seeded with native plants and grasses in accordance with plans and specifications recommended by a qualified licensed Landscape Architect subject to review and approval by the City at the time of Final Plat approval. Other plants as recommended by a licensed landscape architect may be used to introduce perennial color along the road right of ways.
- ◆ Interface between natural open space areas and developed, disturbed areas will be blended together in an informal, naturalized manner. Graded areas may be rounded and reshaped to appear more natural. Existing vegetation may be randomly removed as necessary in order to avoid the appearance of un-natural or out-of-place straight lines in the existing vegetation adjacent to developed areas. Disturbed areas will also be re-seeded with wild flowers and grasses as recommended by a qualified licensed landscape architect. Interim erosion control measures will be provided in Graded Lot areas.
- ◆ Natural lots located within development pods which are designated for lots generally greater than 10,000 square feet are encouraged to be generally left in their natural state except for immediately surrounding the building and within the Limit of Disturbance.

Removal of the native vegetation within the limits of disturbance shall be allowed at the time of house construction in accordance with the approved site plan.

- ◆ Graded lots located within development pods which are designated for lots generally less than 10,000 square feet shall conform with the specific requirements of the SunCrest Architectural Design Guidelines which encourage the use of native plant materials and treatments in order to blend into the adjacent natural environment.
- ◆ All single-family detached residential homes shall be required to concurrently install the entire front yard and parkstrip landscaping within a maximum of one (1) year after the home is occupied or in accordance with more stringent or restrictive time frames, requirements and specifications that may be contained in the Architectural Design Guidelines for *SunCrest* or Draper City Ordinances.
- ◆ All commercial sites and multi-family sites shall be landscaped per a licensed landscape architects plans and subject to approval by the Design Review Board. At site plan approval a conceptual landscape plan will be submitted by the Developer to the Master Developer and the Design Review Board for approval prior to submittal to the City for review and approval.
- ◆ All City parks and the Village Green will be landscaped per a licensed landscape architect's plans. The landscape plans shall be submitted to the City for review and approval.
- ◆ Existing top soil will be stockpiled and utilized to cover manufactured slopes.
- ◆ Plant materials used shall be dependent upon the native adaptability of plants to the physical and climatic characteristics of the area as recommended by a qualified and licensed landscape architect.
- ◆ Master Developer shall prepare architectural Design Guidelines to address individual lot development issues such as grading, drainage, natural vegetation removal, revegetation, landscaping, deer tolerant plants, and building exterior design, details, materials and colors.
- ◆ Perennial wild flowers and grasses shall be integrated into the landscape design as appropriate.
- ◆ Plant materials shall be compatible with the native vegetation.

- ◆ Fencing and wall treatments shall be discouraged and minimized throughout the *SunCrest* project. All fencing or walls constructed by Developers or owners of property shall be compatible with these Development Guidelines and must be approved by the Design Review Board.

The landscape concept includes a combination of landscape and hardscape features adjacent to and visible from a given roadway, which combine to form a community structure. Within the community structure is a hierarchy of entry monumentation and streetscape design that reinforces the common theme and distinguishes each neighborhood, helps to define land uses and provides references to those within the area. Major features of the community design will include:

- ◆ Entry Monumentation and Signage
- ◆ Community Fencing and Walls
- ◆ Modified Street Cross-Sections
- ◆ Modified Lighting Treatment
- ◆ Naturalized Landscape and Plant Materials
- ◆ Open Space

All of these features combine to form streetscapes and define the community image and identity. From the subtle variations in selections of plant materials, using height, form and spacing, a hierarchy of density has been designated for *SunCrest* that will give each area its own sense of place yet will maintain the common theme throughout.

The major community entry is located on Traverse Ridge Road as one enters the property. This major entry will be highlighted by being within a passive park-like setting designed to illustrate the natural beauty of *SunCrest*.

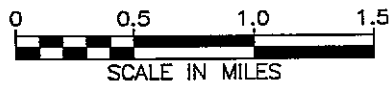
Section 4.5.4 Ridgeline and Visual Impacts

Draper City has no current Land Use and Development Regulations that address ridge lines and visual impacts. The City and SunCrest acknowledge the fact that the SunCrest project will be situated on or near topographic highs and will cluster development in order to avoid natural drainages, steep slopes and other natural features that will likely result in a relatively small number of identifiable features which should be protected to preserve the character of the area. Nevertheless, SunCrest and the City have undertaken a visual analysis of Traverse Hills and find that the visually-sensitive areas are depicted on the Sensitive Ridgeline Map contained in these Development Guidelines. The points on the valley floor, which are hereby identified as most critical in determining visual impacts, are entrances to Draper City from I-15 at 12300 South and at the Bangerter Highway, the intersections of 13800 South with Wayne's World Drive, at the Draper City Park (all north of the SunCrest Project) and at the intersection of Highway 92, with 6000 west from the south side of the Project. These five geographical points are defined as "Public Vantage Points." Additional visual analysis to determine prominent ridgelines or special visual features from Public Vantage Points may be conducted by the City at the plat review stage. Whenever development occurs within the SunCrest Project on these ridgelines, the following design elements will be considered as may be applicable:

- a. Compliance with the SunCrest Architectural Design Guidelines as approved by the SunCrest Design Review Board and the City of Draper.
- b. Building height shall conform to the requirements of the SunCrest Development Guidelines - Table 1 unless determined during subdivision plat review to be lowered because of special visual prominence from a major Public Vantage Point..
- c. Building set-backs shall be determined on a case-by-case basis in accordance with a site plan that is reviewed and approved by the Design Review Board and the City.
- d. No grading, excavation, vegetation removal or building construction, shall be permitted on the Natural Lots outside the limits of disturbance or prior to issuance of a City building permit in accordance with a site plan approved by the Design Review Board and the City.
- e. Where possible, existing concentrations of significant trees shall be preserved and incorporated into the approved site plan as an important site amenity.
- f. Excessive cutting and grading into the side hill shall be avoided.
- g. All cut, fill and graded slopes shall be re-contoured to the natural varied contour of the surrounding terrain and re-seeded. "Daylight" cuts and fills are encouraged in order to minimize steep-cut slopes that are difficult to re-seed or sumps and transition areas that become a depository for trash, debris or ponding water.
- h. Use of retaining walls is encouraged to reduce the steepness of man-made slopes and to provide planting pockets conducive to revegetation. All retaining walls shall be faced with stone or earth-colored materials similar to the surrounding natural landscape and shall comply with the Uniform Building Code.
- i. Streets, roads and driveways shall to the maximum extent feasible follow natural contour lines.

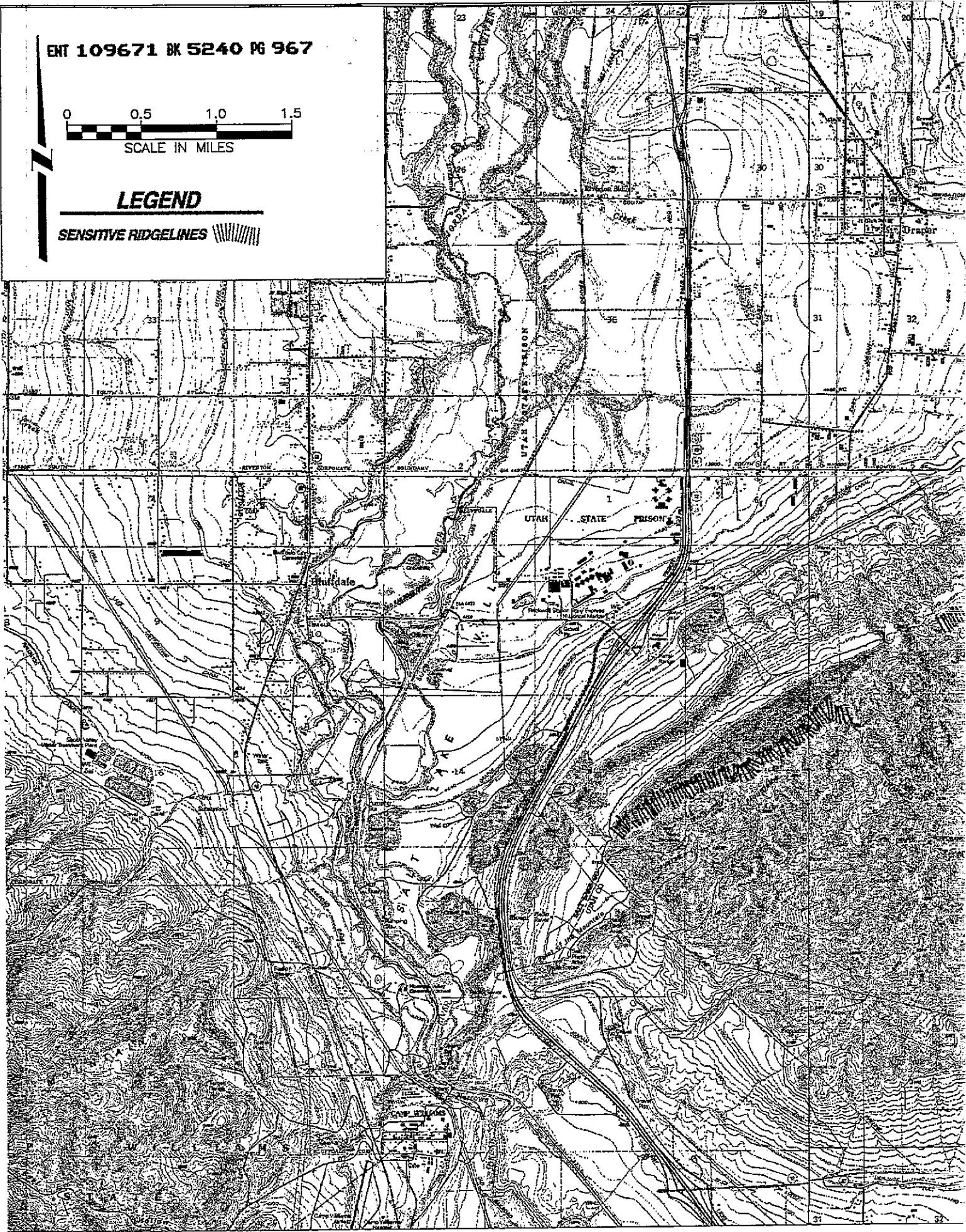
- j. Building architectural design and form shall be similar to natural mountain features. Modernistic or unusual forms and features, as well as flat roofs, shall be discouraged.
- k. Indigenous building materials and colors shall be used in order to mimic natural textures to the maximum extent feasible. Predominant tones on exterior walls shall tend toward neutral colors such as warm earthly hues, dark green of forests, grays and gray brown of the mountains, the tan of grasses and similar colors. Bright harshly contrasting color combinations shall be avoided.

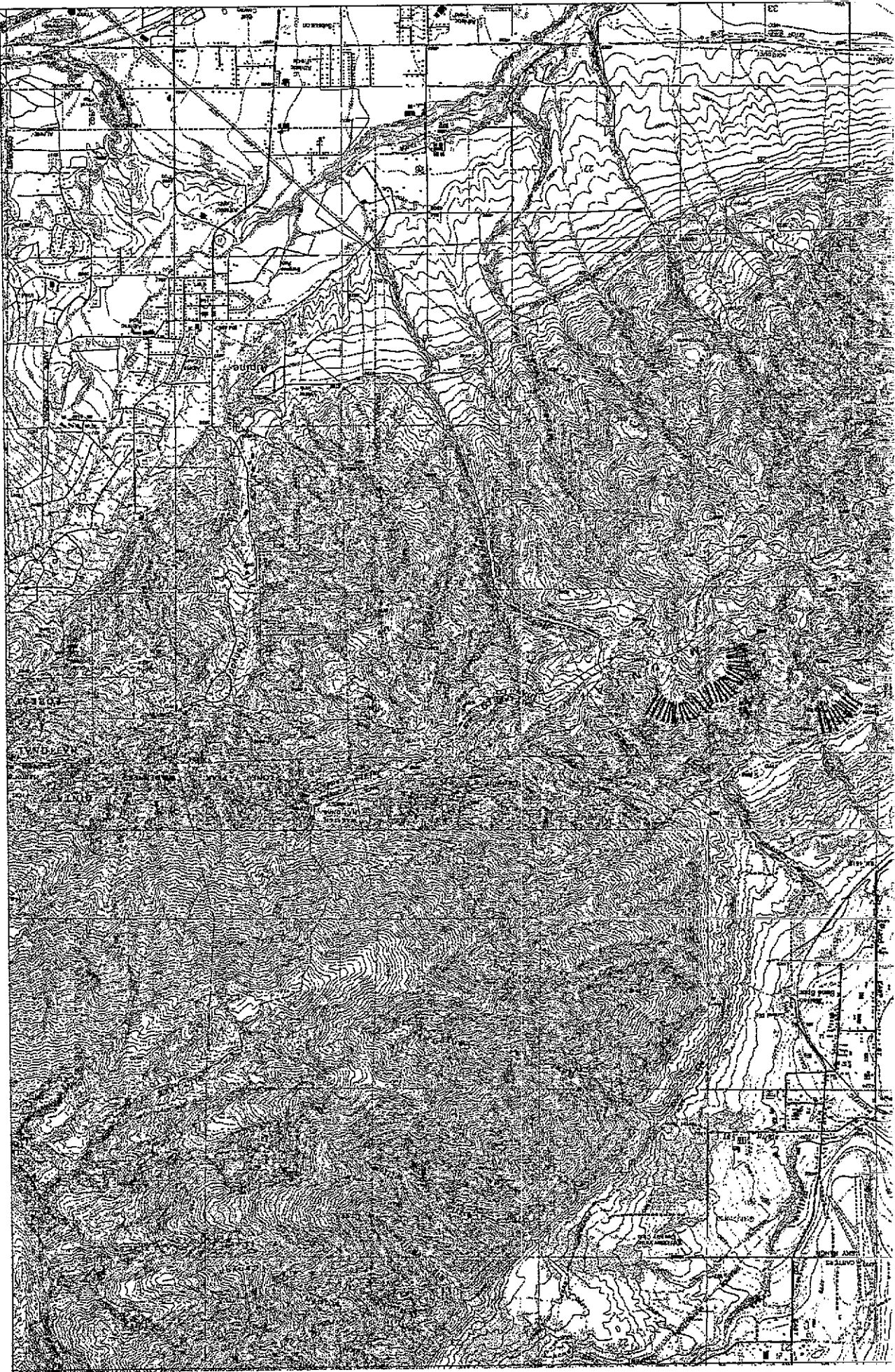
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LEGEND

SENSITIVE RIDGELINES





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SHEET NUMBER
-68-

APPROVED BY:
 R.O.E. _____
 SCALE _____
 DATE 11-24-98
 DR. BY J.M.V.
 CK. BY J.Z.K.
 P.L.E. K15 SUNCREST MASTER PLAN QUAD



THOMPSON-HYSELL ENGINEERS
 2000 WEST 4700 SOUTH, TAYLORSVILLE, UT 84116 (801) 944-0068

SUNCREST MASTER PLAN SENSITIVE RIDGELINE MAP

SUNCREST
 KOUNTAIN-SEE-ROAD
 ENT 109671 BK 5240 PG 968

4.6 SIGNS AND GRAPHICS

4.6.1 General

Chapter 9-14 Sign Ordinance of the City's Title 9 - Land Use and Development Regulations will govern the control of signage within *SunCrest*. All signs shall be of design and materials which enhance the visual environment of the community. Plans showing design and location must be submitted for review and approval by the Design Review Board prior to submission to the City.

To ensure the quality of signage throughout *SunCrest* in addition to the City sign ordinance, the following procedures shall be followed by individual designers. Signage programs for development projects shall be consistent with signage theme developed by the Master Developer. A Signage Plan with appropriate drawings and specifications shall be submitted to the Design Review Board for approval prior to submission to the City for a Sign Permit

4.6.2 Purpose and Scope

The Design Review Board shall approve all signage permitted by City Ordinance.

4.6.3 Application and Review Procedures

4.6.3a General

No person shall apply to the City of Draper for a sign permit within *SunCrest* without first making application to, and obtaining written approval from the Design Review Board.

4.6.3b Review Procedures by the Design Review Board

Completed sign applications are to be submitted to the Design Review Board on its application form together with the required review fee. The Design Review Board shall review all sign applications and signage plans within 10 working days of receipt of the complete application.

4.6.4 Temporary Signage for Construction and Real Estate Signs

All signage with respect to location, duration and amount, both temporary and off-site directional, shall conform to City Ordinance and be subject to review and approval by the Design review Board.

4.6.5 Inspection of Signs

The Design Review Board shall inspect as it deems necessary each sign regulated by these Standards to ascertain whether the signs have been adequately installed to minimize unsightly conditions, clutter, etc., for the public.

4.7 SPECIAL EXCEPTIONS

Notwithstanding any language contained in the SunCrest Development Agreement, Reimbursement Agreement, or Master Plan, including these Development Guidelines or the Architectural Design Guidelines, Special Exceptions to City Laws or these Development Guidelines may be granted by the City upon finding that no significant harm will result from granting the Special Exception. Special Exceptions are distinct from variances allowed by City ordinances, and are subject to the following standards of review and findings:

- a. The Special Exception complies with the purposes and intent of the SunCrest Master Plan, is compatible with the overall SunCrest Development Concept and Planning Objectives and is based upon their site-specific application and the circumstances and constraints unique to the lot or involved site.
- b. The Special Exception constitutes an appropriate balancing of health, safety, aesthetic and general welfare objectives and the specific facts and conditions that justify the Special Exception.

SECTION 5 - APPLICABLE CITY CODES AND REGULATIONS

5.1 GENERAL

The following City codes, standards, land use and development regulations shall apply to the development of *SunCrest* except as such may vary or modify or clarify the ordinance as depicted below and elsewhere within these Development Guidelines and the approved Development Agreement. If any conflict is found to exist between existing City standards, codes and development regulations and these Development Guidelines, these Development Guidelines shall take precedence.

5.2 TITLE 9 LAND USE AND DEVELOPMENT REGULATIONS

5.2.1 The Land Use and Development Regulations in effect as of July 1, 1997, shall be applicable except as added upon, superceded or modified as follows:

- a. Section 9-7-030 (c)(4) shall be varied and modified from the Ordinance as follows: "For Single Family residential development, a planting plan showing proposed trees, shrubbery, plantings and ground cover shall be prepared for the common areas and public rights-of-way for each final plat."
- b. Section 9-7-040 shall be varied and modified from the Ordinance as follows:
"Uses to be considered in the *SunCrest* Planned Unit Development, shall be those uses indicated in the Development Agreement and its Exhibits, including these Development Guidelines."
- c. Section 9-7-060 (b) shall be varied and modified from the Ordinance as follows:
"That the proponents intend to start construction within one (1) year of the approval of the project and any necessary zoning district change."
- d. Section 9-7-090 (4) shall be superceded by the terms of the Development Agreement.
- e. Section 9-7-100 shall be superceded by the terms of the Development Agreement

- f. Section 9-15-040(a) shall be varied and modified from the ordinance as follows:

“Slope areas in excess of 30% generally may not be developed. Certain exceptions to this development prohibition may be allowed by the City in accordance with the following standards and guidelines:

I. Roads, Driveways and Utilities

The installation and construction of roads (public and private) and major utilities (water, sewer, gas, storm drainage, electrical, telephone and cable television) within (30%+) slopes which are proposed in accordance with a preliminary plat may be allowed subject to the following criteria in the matrix below. The designations on the matrix refer to Paragraph II, Exceptions set forth below, and the level of regulatory review for incursions into the (30%+) slopes of the various items. A.= Exemptions, B.= Subject to Staff Approval, C.= Subject to Council Approval.

	A. Exempt	B. Staff Approval	C. Council Approval		
Slope %	>30%	30-40%	>40%	30-40%	>40%
Roads (Public & Private)	100' max	400' max	300' max	>400'	>300'
Driveways (Crossing 30%+ Slopes)	50' max	>50'	>50'	n/a	n/a
Major Utilities (Outside Street R.O.W)	100' max	400' max	400' max	>400'	>400'

II. Exceptions to Development Prohibition

- A. **Exempt from (30%+) Slope Prohibition.** *SunCrest* shall illustrate all (30%+) slope areas on a map for City Staff review. Then, with concurrence by Staff of (30%+) slope areas smaller than 1/4 Acre, *SunCrest* shall be entitled to make minimal incursions in (30%+) slope areas without regulatory approval from the City other than normal plat review and approval, as follows:
1. **Isolated Anomalies (Very Small Slopes).** Development of (30%+) slope areas smaller than one-quarter (1/4) acre in area which are anomalies which are topographic features (knobs or depressions) that are isolated from and not contiguous to larger (30%+) slope areas.
- B. **Subject to Staff Approval.** *SunCrest* may be allowed to make incursions in (30%+) slope areas subject to City Planning Staff review and approval, as follows:
1. **Small (30%+) Slope Area.** Development on or modification of (30%+) slope areas up to (1) acre in size, including construction of road segments up to distances shown on the Matrix, may be reviewed and approved by the City Planning Staff where staff finds that the slope meets the following criteria:
 - a. The slope to be disturbed or modified is an isolated anomaly (knob or depression) and not part of a larger (30%+) slope area.
 - b. Modification of the slope will not result in mass instability, accelerate erosion, interfere with drainage of the area or other geotechnical hazards.
 - c. The slope is not a visually significant feature.
 - d. Upon submittal of the Preliminary Plat by *SunCrest* to the City for review, if upon inspection of the site and review of the plat, the City Planning Staff believes that there are significant issues relative to the criteria set out above to the development of the isolated anomalies, the Planning Staff may after a review of their concerns with *SunCrest* refer the issue to the Planning Commission for review and findings pursuant to the criteria set out below in Paragraph II.C.

C. **Subject to Council Approval.** SunCrest may be permitted to make incursions in (30%+) slope areas subject to Planning Commission and City Council review and approval as follows:

1. **Large (30%+) Slope Modifications** SunCrest may be allowed to develop areas of (30%+) slope larger than (1) acre in area which are contiguous to topographic features of (30%+) slope only upon the approval of the Planning Commission and the City Council upon a finding that no significant harm will result and that the incursion will result in a more functional and improved development plan, which finding shall include consideration of the following criteria:

a. **Professional Design.** Preliminary Plat has been designed by a professional engineer in consultation with a geotechnical engineer and landscape architect.

b. **Function.** Function of the (30%+) sloped area has been maintained in that:

(1) Adequate drainage is provided or contained within the approved drainage plan.

(2) No creation of geotechnical hazards will result.

c. **Stability.** Stability of the slope shall be maintained as demonstrated by a professional review of soil conditions and geotechnical features with a written report submitted to the City setting out the treatment of the following:

(1) Extent of cuts or fill

(2) Re-vegetation of cuts or fills

(3) Retaining walls and type, if needed

(4) Controls to prevent accelerated erosion.

d. **Aesthetic Impact.** Aesthetic and visual impact of development and mitigating factors, if needed, such as:

- (1) Landscaping
- (2) Retaining Walls
- (3) Specialized site and architectural restrictions as to height and setbacks.
- (4) Protection of significant natural features.
- (5) Protection of wildlife habitat and open spaces.
- (6) Visual impacts vs. mitigation.

e. **Infrastructure Impacts.** Evaluation of positive and negative impacts upon the infrastructure of the development (streets, utilities, sewerage and drainage) relative to the incursion into the (30%+) slope that will result in enhanced safety and utility of the infrastructure and allow for the delivery and maintenance of municipal and utility services.

f. **Compliance.** SunCrest agrees to comply with conditions and requirements of approval imposed by the Planning Commission and City Council to mitigate adverse consequences which may arise from the incursion.

- g. Section 9-15-040 (d) shall be varied and modified from the ordinance as follows:
 “or a portion of a project” shall not apply to *SunCrest* on an individual lot basis because the SunCrest cluster concept emphasizes concentration of development where practical, and the Master Developer shall provide adequate open space and drainage facilities throughout the SunCrest project as a whole. The impervious surface of an individual residential building lot or commercial lot shall not be restricted provided that adequate drainage facilities and retention basin capacity is constructed as needed by the Master Developer elsewhere within the *SunCrest* project as a whole and, in particular, shall provide detailed drainage planning and coordinated site development in the Graded Lot areas of the project.

- h. Section 9-15-050 (d) (5) (ii) shall be varied and modified from the Ordinance to read:
 “Structural fill-95% subject to a soils or geotechnical report approved by the City Engineer and which provides at least 95% of the compaction required by American Society of Testing Materials (ASTM D-1557) Standards”.

- i. Section 9-15-050 (d) (5) (iv) shall be varied and modified from the Ordinance as follows:
 “trench backfill- top 12 inches beneath pavement and concrete - 95% subject to an approved soils or geotechnical report and American Society of Testing Materials (ASTM D-698) Standards”.

5.3 CITY OF DRAPER ENGINEERING STANDARDS, SPECIFICATIONS AND PLANS.

5.3.1 The City of Draper Engineering Standards, Specifications and Plans dated February 1997 shall be applicable except as further defined, added upon, or modified as follows:

- a. The first paragraph of Section 1.11 A. Street Maintenance (pages 1-14): shall be superceded and replaced with the following:

"After completion of the work, the permittee shall exercise reasonable care in inspecting and immediately repairing and making good any injury or damage to public and private facilities resulting from defective work done under the permit. The obligation of permittee to repair work done under the permit shall continue for a period of eighteen (18) months following completion of said work, or in the event of repairs thereto, eighteen (18) months from the date of said repairs." In the area of revegetation, Master Developers or Developers shall comply with the applicable provisions of Resolution 97-73.

- b. Section 3.04 page 3-1 shall be deleted superceded and replaced by the streets sections shown on Figure 3

- c. Sections 3.07, 3.08, 3.09, 3.10, 3.11 and 3.13 (pages 3-5 through 3-7) shall be superceded and replaced with the design criteria for Local Rural Roads as contained in the Policy on Geometric Design of Highways and Streets as published by the American Association of State Highway and Transportation Officials.

- d. Section 16525 Roadway Lighting, Part 1, General 1.01 Summary A.(page 16525-1) shall be varied and modified as follows:

"It is desirable to minimize the street lighting in the *SunCrest* project. Street lighting, however, may be required at street intersections and other locations proposed by Master developer and approved by the City Engineer."

5.4 SUBDIVISION REGULATIONS

5.4.1 Title 17 Land Development Regulations in effect as of July 1, 1997, shall be applicable, except as superceded, modified or added upon as follows:

a. Section, 17-2-010 Concept Plan shall be superceded and replaced as follows:

The Project Master Plan attached hereto has satisfied the City's requirements for a Concept Plan Review for the Property. Notwithstanding, there are certain items of information listed below, normally submitted with a Concept Plan Review Application or Concept Plan Review Application in the Hillside Overlay District, which have not been submitted with the Project Master Plan for this Project. The items of information are detailed in nature and are either inappropriate or impractical to obtain at this stage of the Project's review due to the size of the Project. However, these items are important for evaluating proposed developments for compliance with City Laws. Therefore, those items listed below in Section b and c shall be submitted with the Preliminary Plat application along with the standard Preliminary Plat submittals and are subject to review and approval by the City.

b. Draper City Subdivision Ordinance. The following information is taken from the Draper City Subdivision Ordinance regulations:

1. The proposed name of the subdivision.
2. A vicinity plan showing:
 - a. Significant natural and manmade features or existing structures on the site and within 500 feet of any portion of it;
 - b. The property boundaries of the proposed subdivision;
 - c. The names of adjacent property owners;
 - d. Topographic contours at no greater interval than two feet; and
 - e. north arrow.
3. A proposed lot and street layout.
4. Availability of utilities as evidenced by letters from the utility companies.
5. A description of those portions of the property which are included in the most recent flood insurance rate maps prepared by FEMA.
6. The total acreage of the entire tract proposed for subdivision.
7. Proposed changes to existing zoning district boundaries or zoning classifications or conditional use permits, if any.
8. Location of sales or construction trailers, construction staging sites, or fuel storage, if any.

c. **Hillside Overlay District.** The following information is taken from the City's Hillside Overlay District regulations of the City's Laws:

1. A development Map including:
 - a. A scale of 1" = 100' or larger.
 - b. One or two foot contour intervals.
 - c. Natural slopes of 30% or greater color shaded.
 - d. The proposed development layout showing lots, roads, schools, churches, parks, open space, fire stations, commercial, cut or fill slopes or areas of disturbance, and any other proposed land uses.
 - e. Identify any roads that have grades in excess of 8%.
 - f. Native vegetation, type and location.

2. A report including:
 - a. Total development area.
 - b. Number of lots or units.
 - c. The proposed density.
 - d. The percentage of each use, such as residential, commercial, recreational, transportation, etc.
 - e. Statement of justification for project design.
 - f. Developer is encouraged to review solar orientation.

d. Section 17-3-050 (a) shall be modified as follows:

Once Preliminary Plat approval has been granted, the subdivider may apply for Final Plat approval. A preliminary plat approval shall remain effective so long as a minimum of 10% of the remaining unrecorded lots in the approved preliminary plat moves forward to final plat approval and recordation in each one year period from and after the date of preliminary plat approval.

- e. Section 17-5-080 shall be superceded and replaced as follows:

"The warranty period shall commence upon the date that all improvements required by the City to be installed within the subdivision have been substantially completed to the satisfaction of the City and final inspection thereof has been made approving the same. The warranty period shall commence at that date and shall continue a period of 18 months thereafter. If any deficiencies are found by the City during the final inspection, the City shall submit those deficiencies in writing to the subdivider. Once the subdivider has corrected the deficiencies shown on the written deficiency list, the City shall immediately reinspect the corrected work and the 18 month warranty period shall commence from that date. At the end of the end of the 18 month warranty period, the subdivider shall request the City Engineer to make a final warranty period inspection of all improvements. If the City Engineer verifies that the improvements are installed in accordance with the approved plans and specifications, the City Engineer shall notify the City Manager. The City shall then review the matter and, upon approval of the same, shall release the balance of the security posted by the subdivider under the bond agreement."

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EXHIBIT "D"

AGREEMENT

ENT 109671 BK 5240 PG 984

THIS AGREEMENT is made and entered into as of the 6th day of August, 1996, by and between Draper City, a Utah municipal corporation, hereinafter referred to as the "City", and Traverse Ranch, L.L.C., a Utah limited liability company, hereinafter referred to as "Developer".

RECITALS:

WHEREAS, Developer is desirous of developing a multiple phase development known as the Centennial Development located within the City (the "Project"); and

WHEREAS, in order to develop future phases of the Project beyond Phase I, and to serve the needs of approximately 20 other property owners located on Traverse Mountain within the City, a public roadway (the "Traverse Ridge Road") must be designed and constructed to the top of Traverse Ridge within the City to provide access by the public to various properties in the City including Phase II of the Project; and

WHEREAS, it will be necessary to acquire sufficient right-of-way across various properties to construct and maintain the Traverse Ridge Road; and

WHEREAS, Developer has requested and the City has determined to design the Traverse Ridge Road and to cause the same to be constructed all in accordance with the provisions contained in this Agreement; and

WHEREAS, the City is willing to design and construct the Traverse Ridge Road to provide access to those geographic areas located in the southern part of the City up to and on top of Traverse Mountain in accordance with the provisions contained herein; and

WHEREAS, the parties desire to reduce their respective understandings and agreement to writing.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, and other good and valuable consideration, the adequacy of which is hereby acknowledged, the parties hereby agree as follows:

1. Developer hereby requests the City to design a public roadway to be known as Traverse Ridge Road commencing at Point A which is described in Exhibit "A" attached hereto and by this reference made a part hereof and running thence generally easterly from Point A to Point B which is also described in Exhibit "A" attached hereto. The Traverse Ridge Road to be designed by the City shall contain no more than four travel lanes of traffic and shall not extend for a distance of more than 13,000 linear feet without the prior approval of the Developer. Developer hereby

agrees to provide at no cost to the City all information which Developer has access to regarding the Traverse Ridge Road and matters related thereto. The street design to be prepared by the City through its consultant shall include those public improvements determined by the City to be required within the public road right-of-way. Upon receipt of the information from Developer, the City will promptly retain the services of a consulting engineering firm selected by the City to design Traverse Ridge Road as directed by the City Engineer. Upon selection of a consultant by the City, the Developer hereby agrees, upon notice from the City, to deposit with the City a sum of money equal to the City's total estimated costs of the design, survey, soils testing and engineering to be incurred by the City for the Traverse Ridge Road from Point A to Point B. In the event the amount deposited by Developer is in excess of the final actual costs for such design, survey, soils testing and engineering, the City will promptly refund the difference to the Developer. In the event the amount deposited by Developer is insufficient to cover the actual costs of design, the Developer will upon request from the City immediately deposit such additional funds as are necessary to cover the actual costs of the foregoing incurred by the City. The Developer hereby grants the City a right of entry for the purpose of inspecting, surveying and testing property owned by, or under the control of, the Developer in conjunction with the design of the Traverse Ridge Road. The parties will also each encourage South Mountain, L.C., to provide any existing engineering studies and topography to the City that has been acquired or developed by South Mountain which may affect the roadway. It is anticipated that the Traverse Ridge Road will traverse properties owned by South Mountain, L.C., U.S. General and a parcel owned jointly by Draper Irrigation Company, Riverton City, Corner Canyon Irrigation Company and the Little Willow Irrigation Company. The City will provide the final alignment to all affected landowners for their review and comments before adopting the same. The City, in its sole discretion, shall have the right to determine the final alignment for the Traverse Ridge Road between Points A and B. Developer will negotiate and make final arrangements separately with the Salt Lake County Sewerage Improvement District No. 1 for sanitary sewer and with each private utility company for the installation of gas, power, cable t.v. and telephone within the Traverse Ridge Road right-of-way. Financing of any such utilities shall be provided by Developer through separate agreements between the Developer and each of the utility providers. The City shall not have any responsibility for any delays in constructing the Traverse Ridge Road caused by any of the private utility companies or arising out of Developer's dealings with such companies. The parties understand that the utility companies may not elect to follow the alignment of the Traverse Ridge Road in providing their respective services to the top of Traverse Mountain. In such case(s) Developer and/or the utility companies will be solely responsible to acquire appropriate easements through property needed for such utilities.

2. Upon receipt of a legal description for the Traverse Ridge Road right-of-way approved by the City Engineer as part of the street design work, the City will obtain an appraisal and a current title report with respect to such right of way. Thereafter the City will request the owners of real property located within the planned Traverse Ridge Road to dedicate the right-of-way to the City in order to provide access to their respective properties. In the event the adjoining landowners are unwilling to dedicate the designated road right-of-way for the Traverse Ridge Road to the City, the City will retain the services of outside legal counsel to commence condemnation proceedings in order to obtain the necessary right-of-way for the Traverse Ridge Road. As part of those proceedings the City will seek an order of immediate occupancy from the court to permit construction to commence on the Traverse Ridge Road right-of-way. The outside legal counsel to be appointed by the City must be approved by the Developer. Concurrent with giving such approval, the Developer shall deposit with the City an amount estimated by the City to be sufficient to pay all costs, including legal fees, expert witness fees, court costs and other litigation expenses, to be incurred in the condemnation action, if needed, together with payment in full of any condemnation award which may be entered by the court in the condemnation proceedings, including the value of any land taken for the right-of-way, any severance damages, and any damages from construction, etc. Prior to commencement of condemnation proceedings and prior to commencement of construction of the Traverse Ridge Road, the City will confer with Developer to establish a budget mutually acceptable to the parties setting forth the estimated costs and expenses of the condemnation action, compensation to be awarded by the Court, estimated costs of construction of the Traverse Ridge Road, etc.

3. Upon acquisition by the City of title to the Traverse Ridge Road right-of-way or an order of immediate occupancy being entered by the Court allowing occupancy of the right-of-way, the City will advertise the construction project for the Traverse Ridge Road as per the design, plans and specifications approved by the City and solicit bids in accordance with law for the road project. Upon receipt of the bids, if it is determined by the City to be in the City's best interest to accept the lowest responsible bid, the Developer agrees to make arrangements satisfactory to the City to finance and pay for the full cost of construction of the Traverse Ridge Road in the amount of the lowest responsible bid together with any change orders. Developer hereby agrees to provide the City with security satisfactory to the City in the amount of the low bid from a federally insured bank on terms and conditions acceptable to the City. Upon receipt of Developer's security and approval thereof, the City may award the construction contract to the lowest responsible bidder. During construction the City and their consultants will inspect the work from time to time and will accept the Traverse Ridge Road when the same has been satisfactorily completed by the contractor. Prior to commencement of construction, the City must have received all slope easements,

temporary construction easements and other rights-of-way necessary to allow construction and completion of the Traverse Ridge Road in accordance with the design, plans and specifications prepared by the City's consultant and approved by the City Engineer.

4. In the event Developer fails to perform its obligations hereunder where those obligations are due, the City shall give written notice of default to the Developer requesting the Developer to cure the default within thirty (30) days following delivery to the Developer of the notice of default. The Developer shall also be default under this Agreement under the following circumstances:

a. Developer is adjudicated a bankrupt or makes any voluntary or involuntary assignment for the benefit of creditors or bankruptcy, insolvency, reorganization, arrangement, debt adjustment, receivership, liquidation or dissolution proceedings shall be instituted by or against the Developer; and if instituted adversely, the Developer consents to the same or admits in writing the material allegations thereof, or such proceedings shall remain undismissed for 90 days.

b. Developer has made a false or incorrect representation or warranty to the City.

Upon the occurrence of a default by the Developer, the City shall have the right to exercise all rights and remedies available at law and in equity. In addition to the foregoing, the City shall specifically be entitled to terminate this Agreement by giving written notice of termination to the Developer. The City shall have no obligation to terminate this Agreement after giving notice of default and may continue to perform hereunder without terminating this Agreement and without waiving the right to terminate. In the event of termination, the City shall be released from any further obligations to the Developer and may make such other arrangements as the City deems appropriate with regard to Traverse Ridge Road and/or other access to land located in the southern part of the City. Termination of this Agreement for any reason shall not affect any legal rights, nor the obligations, of the parties hereto which may have accrued, or liabilities, accrued or otherwise, which may have arisen prior thereto.

5. After the Traverse Ridge Road has been completed and is fully operational, subject to any warranties under the construction contract, the City agrees to maintain the Traverse Ridge Road.

6. Developer has requested that Developer be reimbursed for a portion of the costs incurred by the Developer in providing funding for the design, acquisition and construction of Traverse Ridge Road from Point A to Point B. The City is willing to enter into a written reimbursement agreement with the Developer to provide for reimbursement of a portion of those costs as set forth

in the written agreement and signed by the parties hereto. The parties agree that any sums to be reimbursed to the Developer by the City will be provided from street impact fees when received by the City from dwelling units located within the area being served by Traverse Ridge Road as more particularly set forth in the parties' written reimbursement agreement.

7. The parties agree that this Agreement shall be governed by, construed and enforced pursuant to the laws of the State of Utah.

8. The parties hereby agree that this Agreement constitutes the entire agreement and understanding of the parties with respect to the subject matter hereof and supersedes and nullifies any prior understanding, representation, promises, inducements or agreements between the parties preceding the date of this Agreement as to the subject matter hereof and unless incorporated herein no such prior agreements or understandings shall have any force or effect.

9. Notices. Any notice required or desired to be given pursuant to this Agreement shall be in writing and shall be delivered either personally or by registered or certified mail, return receipt requested, postage prepaid, to the other party at the addresses listed below:

Draper City
Attn: City Manager
12441 South 900 East
Draper, Utah 84020

Traverse Ranch, L.L.C.
Attn: Charles W. Akerlow
4885 South 900 East, Suite 207
Salt Lake City, Utah 84117

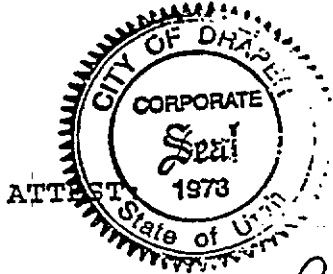
10. Default. The parties herein each agree that should they default in any of the covenants or agreements contained herein, the defaulting party shall pay all costs and expenses, including a reasonable attorneys fee which may arise or accrue from enforcing this agreement, or in pursuing any remedy provided hereunder or by the statutes or other laws of the State of Utah, whether such remedy is pursued by filing suit or otherwise, and whether such costs and expenses are incurred with or without suit or before or after judgment.

11. This Agreement shall inure to the benefit of and be binding upon, the parties hereto and their respective officers, employees, agents, representatives, successors and assigns. This Agreement may not be assigned by Developer without the prior written approval of the City.

12. This Agreement may be amended only in writing signed by the parties hereto.

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

DRAPER CITY



By: Elaine Redd
Mayor

Barbara L. Sadler
City Recorder

TRAVERSE RANCH, L.L.C., A UTAH
LIMITED LIABILITY COMPANY

By: Charles W. Akerlow
Charles W. Akerlow
President, Proterra, Inc.
As Manager of Traverse Ranch,
L.L.C.

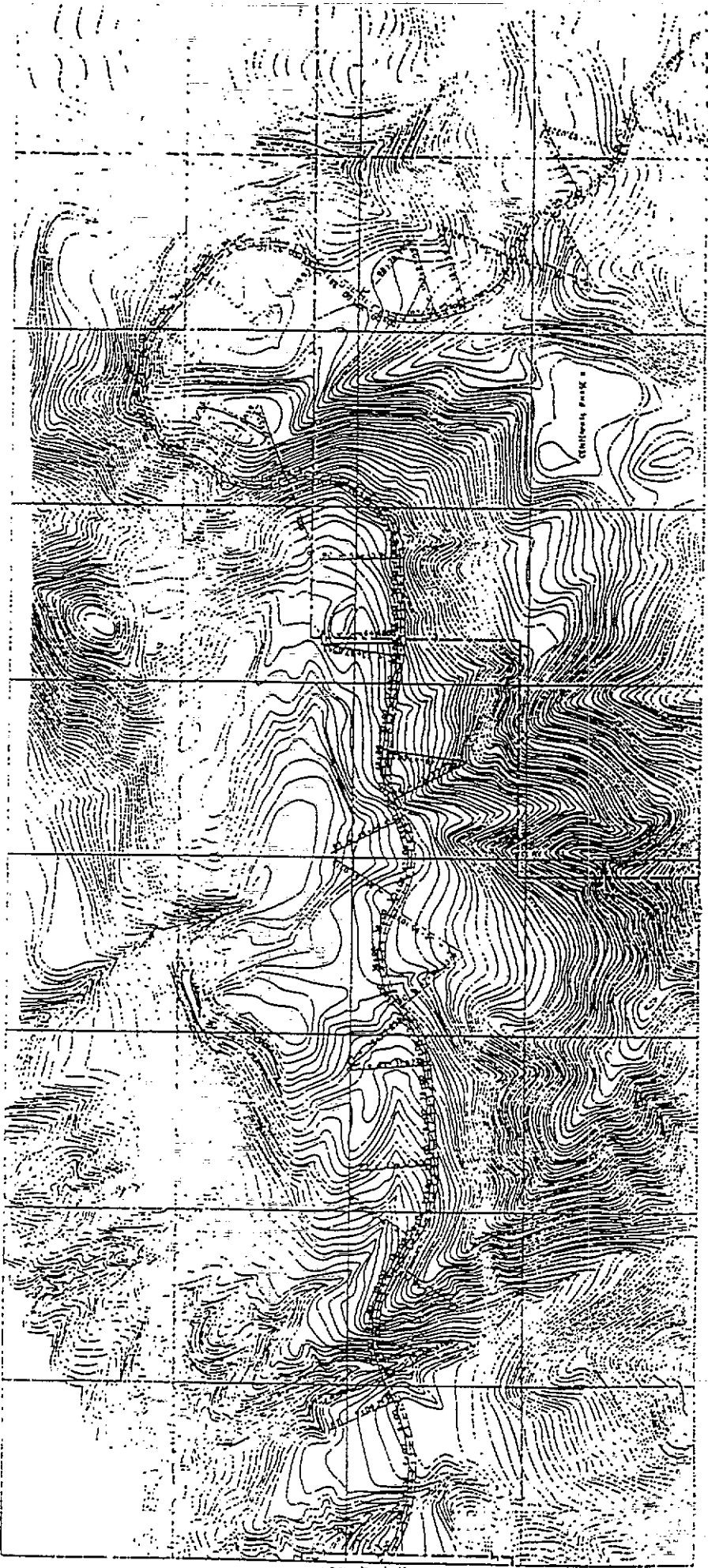
Right Of Way for a portion of Traverse Ridge Road running through Sections 8, 9 & 10 T4S, R1E, SLB&M, depicted on drawing Exhibit 'B' attached.

Legal Description

A strip of land for roadway purposes being 84 feet wide, 42 feet on each side of the following described centerline:

Beginning at the intersection of Traverse Ridge Road and the East boundary line of Centennial Heights Phase I, said point also being S 89-01-49 E 1308.05 feet and S 00-39-24 E 663.94 feet from the East Quarter Corner of Section 7, Township 4 South, Range 1 East, Salt Lake Base and Meridian and running thence 836.38 feet along the arc of a 796.02 foot radius curve to the left (chord bears S 84-57-22 E 798.44 feet)
 thence; N 64-56-36 E 237.59 feet to a point on a 650.00 foot radius curve to the right 679.40 feet along the arc of said curve (chord bears S 85-06-47 E 648.89 feet)
 thence; S 55-10-09 E 170.65 feet to a point on a 650.00 foot radius curve to the left 448.51 feet along the arc of said curve (chord bears S 74-56-12 E 439.66 feet)
 thence; N 85-17-46 E 573.62 feet to a point on a 475.00 foot radius curve to the left 298.14 feet along the arc of said curve (chord bears N 67-18-54 E 293.27 feet)
 thence; N 49-20-03 E 66.88 feet to a point on a 475.00 foot radius curve to the right 598.57 feet along the arc of said curve (chord bears N 85-26-04 E 559.74 feet)
 thence; S 58-27-55 E 58.92 feet to a point on a 475.00 foot radius curve to the left 486.39 feet along the arc of said curve (chord bears S 87-48-01 E 465.42 feet)
 thence; N 62-51-53 E 117.32 feet to a point on a 475.00 foot radius curve to the right 289.35 feet along the arc of said curve (chord bears N 80-18-56 E 284.89 feet)
 thence; S 82-14-00 E 540.77 feet to a point on a 475.00 foot radius curve to the left 76.83 feet along the arc of said curve (chord bears S 86-52-03 E 76.75 feet)
 thence; N 88-29-55 E 481.28 feet to a point on a 475.00 foot radius curve to the left 901.37 feet along the arc of said curve (chord bears N 34-08-09 E 772.09 feet)
 thence; N 20-13-38 W 9.82 feet to a point on a 475.00 foot radius curve to the right 420.93 feet along the arc of said curve (chord bears N 05-09-35 E 407.29 feet)
 thence; N 30-32-48 E 251.64 feet to a point on a 490.00 foot radius curve to the right 861.29 feet along the arc of said curve (chord bears N 80-54-07 E 754.62 feet)
 thence; S 48-44-33 E 386.20 feet to a point on a 475.00 foot radius curve to the right 742.72 feet along the arc of said curve (chord bears S 03-56-52 E 669.34 feet)
 thence; S 40-50-48 W 307.02 feet to a point on a 450.00 foot radius curve to the left 456.09 feet along the arc of said curve (chord bears S 11-48-39 W 436.82 feet)
 thence; S 17-13-30 E 176.29 feet to a point on a 475.00 foot radius curve to the left 414.49 feet along the arc of said curve (chord bears S 42-13-26 E 401.47 feet)
 thence; S 67-13-21 E 44.18 feet to a point on a 475.00 foot radius curve to the right 324.52 feet along the arc of said curve (chord bears S 47-39-01 E 318.24 feet)
 thence; S 28-04-41 E 154.48 feet to a point on a 475.00 foot radius curve to the left 388.03 feet along the arc of said curve (chord bears S 51-28-50 E 377.33 feet)
 thence; S 74-52-59 E 165.17 feet to a point on a 475.00 foot radius curve to the right 239.15 feet along the arc of said curve (chord bears S 60-27-34 E 236.63 feet)
 thence; S 46-02-10 E 310.81 feet.

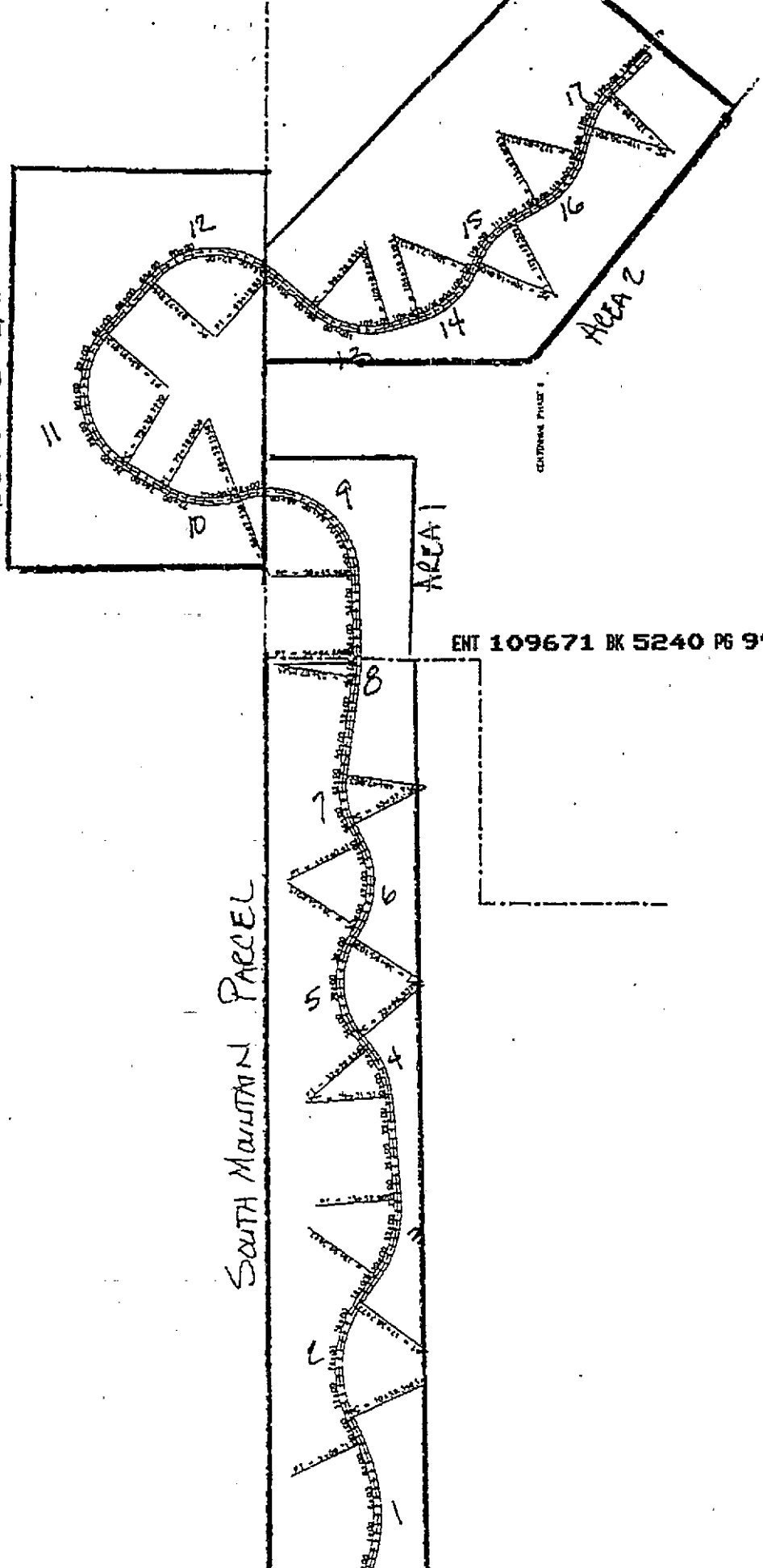
HIBIT 'B'
AWING
AVERSE RIDGE ROAD



Post-it® Fax Note	7671	Date	3/12/96	# of pages	4
To	CHUCK	From	AKIYERD		
Co./Dept.	PROTEGA	Co.	EWP		
Phone #		Phone #			
Fax #	268-3388	Fax #			

DEAPER IRRIGATION

SOUTH MOUNTAIN PARCEL



ENT 109671 BK 5240 PG 992

ENT 109671 BK 5240 PG 993

SOUTH MOUNTAIN PARCEL
STA 0+00 TO STA 56+00

A strip of land for roadway purposes being 84 feet wide, 42 feet on each side of the following described centerline:

Beginning at the intersection of Traverse Ridge Road and the East boundary line of Centennial Heights Phase I, said point also being S 89-01-49 E 1308.05 feet and S 00-39-24 E 663.94 feet from the East Quarter Corner of Section 7, Township 4 South, Range 1 East, Salt Lake Base and Meridian and running thence 836.38 feet along the arc of a 796.02 foot radius curve to the left (chord bears S 84-57-22 E 798.44 feet)
thence; N 64-56-36 E 237.59 feet to a point on a 650.00 foot radius curve to the right 679.40 feet along the arc of said curve (chord bears S 85-06-47 E 648.89 feet)
thence; S 55-10-09 E 170.65 feet to a point on a 650.00 foot radius curve to the left 448.51 feet along the arc of said curve (chord bears S 74-56-12 E 439.66 feet)
thence; N 85-17-46 E 573.62 feet to a point on a 475.00 foot radius curve to the left 298.14 feet along the arc of said curve (chord bears N 67-18-54 E 293.27 feet)
thence; N 49-20-03 E 66.88 feet to a point on a 475.00 foot radius curve to the right 598.57 feet along the arc of said curve (chord bears N 85-26-04 E 559.74 feet)
thence; S 58-27-55 E 58.92 feet to a point on a 475.00 foot radius curve to the left 486.39 feet along the arc of said curve (chord bears S 87-48-01 E 465.42 feet)
thence; N 62-51-53 E 117.32 feet to a point on a 475.00 foot radius curve to the right 289.35 feet along the arc of said curve (chord bears N 80-18-56 E 284.89 feet)
thence; S 82-14-00 E 540.77 feet to a point on a 475.00 foot radius curve to the left 76.83 feet along the arc of said curve (chord bears S 86-52-03 E 76.75 feet)
thence; N 88-29-55 E 77.04 feet.