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GARY W. OTT
RECORDER, SALT LAKE COUNTY, UTAH
CITY OF DRAPER
1020 E PIONEER RD
DRAPER UT 84020
BY: MSA, DEPUTY - WI 46 P.

ORDINANCE NO. 1129

AN ORDINANCE AMENDING THE OFFICIAL ZONING MAP OF DRAPER CITY FOR APPROXIMATELY 61.05 ACRES OF PROPERTY FROM A5 (AGRICULTURAL) TO EMPC (EDELWEISS MASTER PLANNED COMMUNITY), LOCATED AT APPROXIMATELY 2025 EAST STONELIGH DRIVE WITHIN DRAPER CITY, OTHERWISE KNOWN AS THE EDELWEISS MASTER PLANNED COMMUNITY ZONING MAP AMENDMENT.

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

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

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

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

WHEREAS, the City Council has adopted ordinance 1128, creating the Edelweiss Master Planned Community zoning district.

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

Section 1. Zoning Map Amendment. The following described real properties located at approximately 2025 East Stoneleigh Drive within Draper City, Salt Lake County, State of Utah, previously zoned A5 as shown on the Draper City Zoning Map, as depicted in Exhibit "A" hereto, are hereby changed and rezoned to EMPC:

A part of Government Lot 3 and a part of the Northwest Quarter of the Southwest Quarter of Section 10, Township 4 South, Range 1 East, Salt Lake Base and Meridian, U.S. Survey in Salt Lake County, Utah:

Beginning at a point on the North Line of said Government Lot 3 being 315.92 feet South 89°44'21" East along the Quarter Section Line from the West Quarter Corner of said Section 10; and running thence South 89°44'21" East 2023.88 feet along said Quarter Section Line to the Sixteenth Section Line; thence South 0°12'20" West 1314.88 feet along the Sixteenth Section Line to the Sixteenth Section Line; thence North 89°57'12" West 352.93 feet along said Sixteenth Section Line to the Northeasterly Line of the Water District Right-of-way as it exists at 50.00 foot width; thence North 87°11'16" West 59.72 feet to the North Boundary of Stoneleigh Heights at Suncrest Phase 3 Planned Unit Development; thence North 89°53'02" West 1606.60 feet along the North Boundary of said Stoneleigh Heights at Suncrest Phase 3 and Phase 2 to the Northwest Corner thereof; thence North 0°00'05" East 1317.61 feet along the West Boundary of Stoneleigh Heights at Suncrest Phase No. 1 and said line extended to the point of beginning. Contains 2,659,419 sq. ft. or 61.052 acres

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

Section 3. Effective Date. This Ordinance shall become effective 20 days after publication or posting, or 30 days after final passage, whichever is closer to the date of final passage.

PASSED AND ADOPTED BY THE CITY COUNCIL OF DRAPER CITY, STATE OF UTAH, ON THIS 18th DAY OF November, 2014.

ATTEST:

DRAPER CITY:

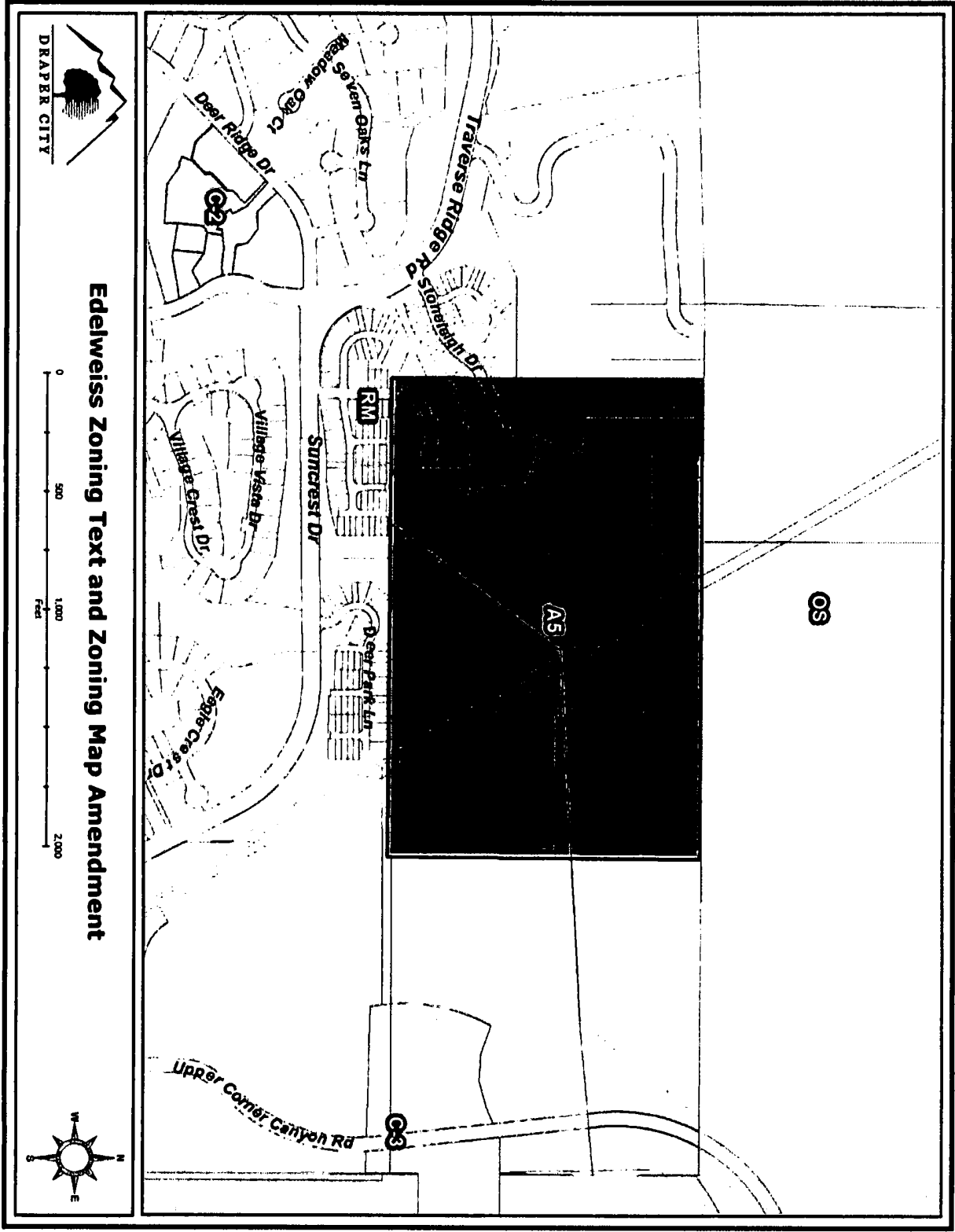
By: [Signature]
City Recorder

By: [Signature]
Mayor



EXHIBIT A

**EDELWEISS MASTER PLANNED COMMUNITY
ZONING MAP AMENDMENT**



Proposed Development Agreement

14.316

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GARY W. COTT
RECORDER, SALT LAKE COUNTY, UTAH
CITY OF DRAPER
1020 E FISHER RD
DRAPER UT 84020
BY: JNF, DEPUTY - UT 16 P.

**DEVELOPMENT AGREEMENT
FOR EDELWEISS**

THIS DEVELOPMENT AGREEMENT FOR EDELWEISS (the "Agreement") is entered into as of the 2nd day of December, 2014, by and between DRAPER CITY, a Utah municipal corporation (the "City"), and EDELWEISS INVESTORS, LLC, a Utah limited liability company (the "Developer"). The City and Developer are referred to herein individually as a "party" and collectively as "parties."

RECITALS

A. Developer owns or controls for development purposes approximately fifty nine (59) acres of real property located within Draper City. Said property is more particularly described in Exhibit "A", attached hereto (the "Property"). The Property is bisected by an approximately 50-foot wide swath of property owned by Metropolitan Water District of Salt Lake & Sandy ("MWDSLS").

B. The Property is currently zoned Agricultural-A5. The Developer desires to develop the Property into a master planned residential community to be known as "Edelweiss" (the "Project"). In connection with the development of such Project, the Developer has made application to the City to change the zoning from Agricultural-A5 to Master Planned Community (the "MPC Zone"), in accordance with Chapter 9-28 of the Draper City Municipal Code. The MWDSLS has previously consented to the re-zone to the extent such re-zone affects its property.

C. It is the desire of the City and Developer that development of the Project proceed in such a manner as to benefit the residents within the Project as well as residents throughout the City.

D. The City, acting pursuant to its authority under Utah Code Annotated 10-9a-101 et seq., and its land use policies, ordinances and regulations, including but not limited to Chapter 9-28-010 which requires approval of a development agreement concurrently with the establishment of the MPC Zone, has made certain determinations with respect to the Project and, in the exercise of its legislative discretion, has elected to approve this Agreement.

AGREEMENT

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Developer and the City, intending to be legally bound, hereby mutually agree as follows:

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

34-10-300-028

2. **Definitions.** When used in this Agreement, each term shall have the meaning set forth below or elsewhere in this Agreement unless such meaning is clearly precluded by the context in which the term is used.

2.1. **Develop[ment]** means any construction, renovation or expansion of a building, structure, roadway, utility, or other improvement.

2.2. **Developer** means Edelweiss Investors, LLC, a Utah limited liability company, and/or as applicable, any assign or successor in interest to the Developer.

2.3. **Development Standards** means those certain development standards reflected and incorporated in the text amendment to the City's zoning ordinance adopted in connection with the approval of this Agreement. Furthermore, the Developer and City hereby agree that the development standards set forth in Section 9-16-050 of the City Code are adopted by reference and incorporated into and as part of the Development Standards set forth herein, to the extent the same do not otherwise conflict with this Agreement or the Master Plan.

2.4. **Existing Land Use Regulations** means those certain Land Use Regulations in effect as of the date of this Agreement, including any modifications thereto contained herein.

2.5. **Land Use Regulations** means laws, statutes, ordinances, codes, resolutions, rules, regulations, approvals, permits of ever kind and character, programs, and official policies and actions of the City governing the permitted uses of land, density and intensity of use, and the design, improvement, and construction standards and specifications applicable to the development of the Project. Land Use Regulations include, but are not limited to, the Draper City Municipal Code, development approvals granted by the City and the terms and conditions contained in such approvals, the City's General Plan, the Master Plan, specific plans, zoning ordinances, development moratoria and growth management and phased development programs, and ordinances establishing development exactions.

2.6. **Master Plan** means the conceptual master plan for the Project, attached hereto and incorporated herein as Exhibit "B".

2.7. **MPC Zone** means the Master Planned Community Zone, Chapter 9-28 of the Draper City Municipal Code.

2.8. **Project** has the meaning set forth in the Recitals above.

3. **Project Development and Master Plan.** The City and the Developer hereby acknowledge and agree that the Project shall be developed as a master planned community, and that Developer shall seek in connection with the development of such Project various approvals, including, without limitation, preliminary and final plat approvals and building permits. In connection with this Agreement the Developer has prepared and the City hereby approves the

Master Plan for the Project, which Master Plan is attached hereto as Exhibit “B” and by this reference are made a part hereof. As reflected in the Development Standards incorporated in the text amendment to the City’s zoning ordinance adopted in connection with the approval of this Agreement, the Project includes certain approved deviations from the City’s typical engineering and other standards, so as to allow greater flexibility in the development of the Project consistent with the goals and objectives of the City’s Master Planned Community Zone, and other development regulations. Such deviations include those deviations described in the aforementioned text amendment.

4. Regulation of Development.

4.1. Vested Rights—Development Pursuant to Project Build Out Plans.

Developer shall have the vested right to have a final plat(s) approved and to develop and construct the Project subject to compliance with the Master Plan (together with any amendments or changes thereto proposed by the Developer and approved by City) and the other terms and conditions of this Agreement. Such vested rights shall be effective until December 31, 2024. The Land Use Regulations applicable to and governing the development of the Project shall be the Existing Land Use Regulations (unless the City and Developer agree that future Land Use Regulations shall apply) and this Agreement, except when modifications are required by federal, state, county and/or City laws and regulations promulgated to avoid any imminent and substantial risk or threat of injury to the public health and safety. 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, the Developer shall be excluded from such moratorium unless such moratorium is based on a need to avoid an imminent and substantial threat or risk of injury to the health and public safety of the citizens of the City or the general public and residents of the Project or any phase thereof.

4.2. Reserved Legislative Powers. Developer acknowledges that the City is restricted in its authority to limit its police power by contract and that the limitations, reservations, and exceptions set forth herein are intended to reserve to City all of its police power that cannot be so limited. This Agreement shall be construed, contrary to its stated terms if necessary, to reserve to City all such power and authority that cannot be restricted by contract. In the event City exercises its legislative discretion to enact future Land Use Regulations, the Existing Land Use Regulations shall nonetheless apply to the development of the Project, unless the City and Developer otherwise mutually agree, unless such future Land Use Regulations are necessary to avoid an imminent and substantial risk or threat of injury to the public health and safety, or is required by Federal, State, County or other local law (provided such local law is necessary to avoid an imminent and substantial risk or threat of injury to the public health and safety); provided, that in the event that any such State, Federal or local law precludes compliance with one or more provisions of this Agreement, such provisions shall be modified or suspended only as necessary to comply with such local, State and Federal laws, and the remainder of this Agreement shall remain in full force and effect to the extent that performance of the remaining provisions would not be inconsistent with the intent of this

Agreement.

4.3. Required Compliance with Master Plan – Alternative Designs. The Developer and/or its successors may submit applications for one or more phases of the Project that reflects limited modifications to the Master Plan, such as the addition of an amenity facility or a drawing identifying minor relocation of streets to improve layout or safety standards subject to the standards stated below with respect to alternative design concepts. To the extent that Developer seeks approval of a final plat for the Project that reflects an alternative design concept with numbers of dwelling units equal to or lower than the numbers of dwelling units reflected in the Master Plan, Developer shall be entitled to such final plat approval so long as the proposed design: (a) does not encroach upon areas of non-disturbance identified in the Master Plan; (b) does not vary from the Master Plan with respect to (i) restrictions in building in “no build” areas, (ii) setbacks or minimum lot sizes, or (iii) street widths and design criteria.

4.4. Compliance with Engineering Standards. Notwithstanding the vested rights granted in Section 4.1 hereof, Developer shall not be entitled to preliminary or final plat approval for any phase within the Project if such preliminary or final plat cannot be constructed in accordance with the application of City’s engineering standards, as such standards are modified by the Development Standards. The City shall not require a reduction in the numbers of dwelling units identified in the Master Plan except to the extent actually required by City’s modified engineering standards reflected in the Development Standards (if any) or to address subsurface conditions that the Developer cannot mitigate by reasonable engineering methodologies, it being expressly agreed that the City’s execution of this Agreement, pursuant to the zoning approvals previously approved and approved herewith in connection with the Project and this Agreement, represents a present exercise of its legislative discretion and approval of the number of dwelling units allowed in the Master Plan and that such numbers of dwelling units are not subject to reduction by the City except as specifically stated herein. Notwithstanding the foregoing, to the extent that any portion of a phase within the Project cannot be constructed by reason of the application of this Section, Developer shall be entitled to develop such portion of the phase as may be constructed in accordance with the requirements of this Agreement and the Development Standards.

4.5. Zoning. This Agreement hereby confirms the City’s adoption of the MPC Zone, as the applicable zoning district for the entire Project, and pursuant to Section 9-28-010(8) of the Draper City Municipal Code, the City assigns the Project the unique name “MPC-Edelweiss”. The City has determined that the Master Plan is in accordance with the Master Planned Community Zone, and otherwise fulfills the goals and objectives of the City’s general plan, and is otherwise in the best interests of the City. The City also confirms that the text amendment to the City’s zoning ordinance relating to the Project, has been adopted in connection with the approval of this Agreement.

5. Processing of Development Applications.

5.1. Conceptual Master Plan Requirement Satisfied. Approval by the City of the Master Plan shall be deemed to have satisfied the requirements of the Existing Land Use Regulations for review of a conceptual master plan by the City for purposes of the Project. So long as Developer submits applications for preliminary and final plat approval within the time periods specified in Section 4.1 hereto, Developer shall not be required to have the conceptual master plan approval re-approved or extended.

5.2. Submission of Preliminary and Final Plat. The preliminary and final plats for the Project shall be reviewed by the City staff, Planning Commission and City Council. The Developer may at its option cause preliminary and final plats to be reviewed and processed for approval by such City staff, Planning Commission and City Council for the same portions of the Project concurrently. The Developer shall pay any required fees due and owing in connection with approval of the preliminary and final plats for the Project. In addition, the Developer shall submit to the City specific construction plans for all required development improvements that are to be installed together with any other documents reasonably required by the City such as restrictive covenants, and like matters. Development improvements shall include those required by the construction standards of the City as the same may be modified by the Approved Deviations. Following approval of the final plat and obtaining the required signatures thereon, the final plat for the Project shall be recorded by the City in the office of the Salt Lake County and/or Utah County Recorder (as applicable). Developer shall provide security to the City in accordance with the Existing Land Use Regulations to insure the construction and installment of the development improvements, the revegetation of areas disturbed by construction and pay all fees as required by the ordinances of the City, as outlined in the Existing Land Use Regulations.

6. Conditions, Covenants and Restrictions. Prior to the date hereof the Developer has prepared and submitted to the City for review and comment conditions, covenants and restrictions (the "CC&R's") to provide for the matters set forth below. The CC&R's shall be consistent with this Agreement and the Existing Land Use Regulations. Developer shall record the CC&R's in the office of the Salt Lake County and/or Utah County Recorder (as applicable) concurrent with recording of the final plat for the Project recorded hereafter. Concurrent with recording of the CC&R's, the Developer shall establish a design review committee and/or homeowners association for all or portions of the Project, which shall be responsible for the preserving the quality of development within the Project. Furthermore, the homeowners association to be formed by Developer shall be responsible for maintaining and operating all privately owned common areas and facilities which are delegated to the homeowners association pursuant to the CC&R's. The open spaces areas which are to be owned and maintained by a homeowners association as private common areas, as well as areas designated as public open space to be owned and maintained by the City, are identified on the Master Plan. The CC&R's shall establish the structure, procedures, authorities and remedies of the home owners association, including rights to make assessment and to lien defaulting properties and lot/unit owners, provided, however, Developer shall have no obligation to operate or fund such homeowner's association. The documents creating the homeowners' association shall be

submitted to the City for its review and approval prior to filing of the same. The CC&R's shall establish architectural guidelines and a requirement that all plans for buildings and structures located within the Project must comply with the same and be reviewed by the homeowners association to assure compliance.

7. Payment of Fees; System Improvements.

7.1. Fees. The Developer shall pay to the City in a timely manner all required fees for each phase within the Project, or portions if applicable, which are due or which may become due pursuant to the City's Land Use Regulations (including those fees listed on the City's consolidated fee schedule). The fees shall be paid in those amounts which are applicable at the time of payment of such fees. Fees may be increased by the City from time to time during the course of development of the Project as long as any development review fee charged is generally applicable to all similar projects in the City.

7.2. System Improvements. The City and the Developer shall work together in good faith to determine those portions of any infrastructure constructed by Developer that constitute "system improvements" under the Utah Impact Fees Act (Utah Code Ann. §§ 11-36A-101 *et seq.*), and shall update the City's capital facilities plan, as and to the extent necessary, to include such infrastructure improvements in such plan and ensure the Developer's reimbursement for the same. The City and Developer acknowledge that certain parks and trails improvements, the details of which improvements are not yet finalized as of the date hereof, may be determined by the City to be system improvements under the Utah Impact Fees Act. In the event Developer constructs any such system improvement, and/or otherwise construct infrastructure that offsets the need for a system improvement to service the Project, the City and Developer shall enter into a mutually acceptable reimbursement agreement for each applicable impact fee charged by the City to reimburse the Developer for the reimbursable portion of the costs of such infrastructure. Subject to the foregoing, Developer agrees that it shall not challenge the type or current amount of any impact, connection, tap-in or other fee in place under the City's Existing Land Use Regulations as of the date hereof.

8. Utilities and Infrastructure.

8.1. Generally. 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, and culinary water supply systems for the Project when developed. Such installations shall be done according to the customary design and construction standards of the utility providers and the City Engineer. All public improvements within the Project shall be constructed and installed at the Developer's sole expense and in accordance with the Existing Land Use Regulations. Notwithstanding anything in this Agreement to the contrary, City agrees that subject to compliance with the City's Existing Land Use Regulations, the Developer shall have the option of planning and maintaining an emergency access constructed within the Project and identified in the Master Plan as a private street. The Developer

shall install a crash gate in connection with construction of any such emergency access. All storm drain infrastructure shall be designed and constructed in compliance with the Draper City Drainage Design Criteria.

8.2. Culinary Water Supply System. Notwithstanding the foregoing, the City and Developer acknowledge that certain improvements must be made to the City's existing culinary water supply system in order for the City's system to have the capacity to provide culinary water services to the Project (and other current and expected development project(s) located adjacent to or near the Project), and that the City, Developer, and possibly other parties are exploring possible solutions to construct such system improvements. The City and Developer acknowledge that it is currently anticipated that the culinary water system improvements include (among other things) the construction of a new pump station and a transmission pipeline. The City agrees to work with Developer in connection with determining and executing upon a solution to such culinary water system requirements for the area of the City including the Project that is acceptable to the City. Notwithstanding anything in this Agreement to the contrary, the City and Developer agree that the City shall not issue any building permits with respect to any phase within the Project until the City's system has the capacity to provide culinary water services to the Project in connection with the construction of the aforementioned improvements.

8.3. Traverse Ridge Special Service District. The City and Developer hereby agree that the Property shall be fully annexed into and shall be included within the boundaries of the Traverse Ridge Special Service District ("TRSSD") service area, such that the TRSSD shall provide all services to the Project that TRSSD provides to other areas within its boundaries. The City and Developer shall take all necessary steps to cause and confirm such annexation.

8.4. Trailhead Facilities and Trails. Developer agrees to construct at its expense the trailhead, associated parking and restroom identified on the Master Plan in connection with the first phase of development of the Project. The City shall construct the trails identified on the Master Plan in connection with the Developer's development of the Project, provided that (a) the Developer shall reimburse the City for the City's reasonable, actual out of pocket expenses, not to exceed \$9,000.00, in constructing the trails identified on the Master Plan within a reasonable period of time following notice to Developer of the amount of such expenses, and (b) the trails shall be designed and constructed as natural trails, matching generally the width and quality of the biking and hiking trails into which such trails are to connect.

8.5. Restriping of Traverse Ridge Road. Developer agrees to cause, at its expense and prior to any occupancy by a new homeowner within the Project, a portion of Traverse Ridge Road to be restriped consistent with the restriping plan provided by City staff to the City Council on November 18, 2014 (as part of the zone change approval for the Project); provided, however, that the foregoing requirement shall not apply if such restriping is completed by the City in connection with its road maintenance program

prior to the time Developer otherwise would be required to complete the same pursuant hereto.

9. Construction Standards and Requirements. Construction within the Project or any phase thereof shall be conducted and completed in accordance with the Land Use Regulations and the Development Standards. Prior to commencing any construction or development of any buildings, structures or other work or improvements within any portion of the Project, the Developer shall secure any and all permits which may be required by the City or any other governmental entity having jurisdiction over the work. Prior to final City release of construction security for the infrastructure on any portion of the Project, a complete set of record drawings ("as built") shall be filed with the City Engineer upon completion of the public improvements and prior to commencement of the Warranty Period. The record drawings shall be on reproducible mylar copies of the original tracings and certified as to accuracy and completeness by the subdivider's licensed engineer. Additionally, the subdivider shall submit electronic copies of the record drawings in AutoCAD (.dwg) format.

Improvements and landscaping for each phase of the Project shall be constructed pursuant to the Existing Land Use Regulations and the Master Plan. The following requirements shall also apply:

9.1. Security. Developer shall provide the City with security which complies with the Existing Land Use Regulations. Notwithstanding the foregoing, the City agrees that, pursuant to Utah Code Ann. § 10-9a-604.5, the Developer may dedicate to the City public infrastructure system(s) completed prior to recordation of an applicable plat, at the time of plat recordation, thereby reducing the security required by Section 17-4-070 of the Draper City Code to an improvement assurance warranty equal to ten percent (10%) of the estimated cost of such system(s). The City shall not withhold inspections of any completed infrastructure, to be provided pursuant to Section 9.2 below, on the basis that an applicable plat is not yet recorded.

9.2. Inspection by the City. The City Engineer shall, at his or her option, perform periodic inspections of the improvement being installed and constructed by the Developer and its assigns or the contractors. No work involving excavation shall be covered until the same has been inspected by the City's representatives and/or the representatives of other governmental entities having jurisdiction over the particular improvements involved. Developer shall warrant the materials and workmanship of a public improvements to be dedicated to the City and installed for the minimum period required under Utah law, from and after the date of final inspection and approval by the City of the improvements in the Project. Final City inspection and approval shall not be unreasonably withheld and written notice of acceptance or rejection (specifying the reason or rejection) shall be provided to Developer within ten (10) business days after the Developer's written request for final inspection (except that due to weather conditions during the period of October 15 to April 15, the City shall have such additional period of time as may be reasonably necessary to conduct such inspection and approve such improvements). In the event the City incurs any extraordinary costs for

inspections, due to Developer's action or inaction or at Developer's request, Developer shall immediately pay such extraordinary costs for inspection to the City upon receipt of billing for the same. No extraordinary inspections shall be performed by the City at the Developer's request for any phase within the Project without advance arrangements being made with the City Manager or payment of costs of the same to the City.

9.3. Maintenance During Construction. During construction of the infrastructure for any phase within the Project, the Developer or its assigns, as the case may be, shall keep such phase, all affected public streets therein, and all abutting properties free and clear from any unreasonable accumulation of debris, waste materials, mud, and any nuisances caused by such construction and shall contain construction debris and provide dust and mud control so as to prevent the scattering via wind and/or water or clogging of storm sewer system, and shall otherwise comply with MS4 State permit and fugitive dust permit requirements.

9.4. Intentionally Omitted.

9.5. Building Permits. No building or other structures shall be constructed within the Project or any phase thereof without the party constructing such building or other structure first obtaining building permits therefor.

9.6. Indemnification and Insurance During Construction.

9.6.1. Indemnification. During construction and until the date of acceptance (commencement of the warranty period) of the specific improvements by the City, Developer and its successors 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 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: (a) shall occur within the location of the Project where such improvement is being constructed or occur in connection with any off-site work done for or in connection with the Project; and (b) which shall be caused by any negligent acts of the Developer or their respective agents, servants, employees or contractors, provided that the Developer shall not be responsible for and any such indemnity shall not apply to any negligent acts or omissions of the City or of its agents, servants, employees or contractors. In addition, the Developer shall indemnify and hold the City and its officers, employees, agents and representatives harmless from and against any claims, liability, costs and attorney 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 Project or the construction of any improvements

thereon, unless such changes or construction was required in writing by the City. The Developer indemnities stated herein shall not apply to any matter for which the City is in fact granted governmental immunity under the Utah Governmental Immunity Act.

9.6.2. Insurance. During the period from the commence of work on the Project or any portions thereof and ending on the date when all work is finally inspected and accepted by the City for the Project, the Developer shall furnish, or cause to be furnished, to the City satisfactory certificates of liability insurance from a reputable insurance company or companies evidencing commercial general liability insurance policies in the amount of at least \$2 million single limit naming the City as an additional insured. In addition to the foregoing, Developer shall provide any additional insurance required by any regulatory body or other governmental entity having jurisdiction over any work done or facilities developed which pertain to the Project or any phase thereof. Developer and its successor developers shall require all contractors and other employers performing any work on the Project to maintain adequate workers compensation insurance and public liability coverage.

9.6.3. Rights of Access. Representatives of the City shall have the reasonable right of access to the Project during periods of construction and/or repair to inspect or observe the Project and any work thereon. In performing inspections, the City shall make reasonable efforts not to interfere with any construction or repair activities.

10. City Obligations. The City agrees to maintain the public improvements dedicated to the City following satisfactory completion thereof by the Developer or its assigns and contractors and acceptance thereof by the City following the warranty period subject to appropriate available municipal revenues. The City further agrees to provide standard municipal services to the Project and each phase thereof, including police and other standard services, subject to the payment of all fees and charges charged or levied therefor by the City and the availability of appropriate municipal revenues.

11. Assignments. Developer may from time to time and without the consent of the City, convey any or all of the Project, in their entirety to a successor developer, together with the rights granted by this Agreement to develop any or all of the Project, so conveyed or transferred in accordance with the terms of this Agreement; provided, however, such assignment shall in no way relieve Developer of its obligations under this Agreement and Developer shall remain in jointly and severally liable with Developer's assignee to perform all of the obligations under the terms of this Agreement which are specific to be performed by Developer. Developer may request the written consent of the City to an assignment of Developer's interest in this Agreement. In such cases, the proposed assignee shall have the qualifications and financial

responsibility necessary and adequate, as required by the City, to fulfill the obligations undertaken in this Agreement by the Developer. The City shall be entitled to review and consider the ability of the proposed assignee to perform, including financial ability, past performance and experience. After review, if the City gives its written consent to the assignment, the Developer shall be released from its obligations under this Agreement for that portion of the Project for which such assignment is approved.

Nothing in this section shall prohibit the Developer from selling residential lots or from leasing space in the ordinary course of the business, or prohibit the Developer from leasing or selling a portion of the Project to one or more tenants or other user occupants for the purposes of erecting, constructing, maintaining and operating (or causing to be erected, constructed, maintained and operated) improvements thereon. The provisions of this Section shall not prohibit the granting of any security interest for financing the acquisition and development of residential lots, commercial structures or other development parcels within the Project, subject to Developer complying with the City's subdivision requirements.

In the event of any assignment by the Developer of all or any of the Project, the assignee, for itself and its successors and assign, and for the benefit of the City, shall expressly assume all of the obligations of the Developer under this Agreement with respect to the Project, or any portion thereof, which is assigned by Developer to the assignee and the assignee shall agree to be subject to all of the conditions and restrictions to which the Developer is subject with respect to the Project (or any portion thereof).

12. **Default.** In the event any party fails to perform its obligations hereunder or to comply with the terms hereof, within thirty (30) days after giving written notice of default, the non-defaulting party may, at its election, have the following remedies:

12.1. All rights and remedies available at law and in equity, including injunctive relief, specific performance and/or damages.

12.2. The right to withhold from Developer all further approvals, licenses, permits or other rights associated with the Project or any phase thereof with respect to which the default has occurred, except for permits associated with the improvement of lots sold by Developer in a completed phase of the Project until such default has been cured.

12.3. The right to draw on any security posted or provided in connection with the Project or any phase thereof.

12.4. The right to terminate this Agreement as to those phases owned or being developed by the defaulting Developer.

12.5. The Rights and remedies set forth hereinabove shall be cumulative. Any legal actions commenced or filed in connection with the Project or any matters contained herein shall be filed in the Third Judicial District Court in and for Salt Lake County,

Utah.

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 Developer: Edelweiss Investors, LLC
1099 West South Jordan Parkway
South Jordan, Utah 84095
Attention: Nathan D. Shipp

To the City: Draper City
Attn: City Manager
1020 East Pioneer Road
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. On-Site Processing and Use of Natural Materials. Notwithstanding anything to the contrary herein, Developer, and/or its agents, successors, assigns, tenants, guests, and invitees shall be permitted to extract and process the natural materials located on the Property such as aggregate (rock, sand or gravel), for temporary purposes and in connection with the grading, excavation, and other ordinary and customary development processes for the Project. Such natural materials may be used in the construction of infrastructure (provided that such materials meet the requirements of the Existing Land Use Regulations, homes, or other buildings or improvements located on the Property, and may also be processed on-site and sold and hauled off-site for use in locations outside the Project. The zoning under the Edelweiss Master Planned Community Zone shall not be construed to limit or restrict any such temporary and development-related extraction, processing, and hauling activities.

15. Attorney Fees. In the event of any lawsuit between the parties hereto arising out of or related to this Agreement, or any of the documents provided for herein, the prevailing party or parties shall be entitled to recover their costs and a reasonable attorneys' fee.

16. Entire Agreement. This Agreement, together with the exhibits attached hereto, documents referenced herein and all regulatory approvals given by the City for the Project and/or any phase thereof contain the entire agreement of the parties with respect to the subject matter hereof and supersede any prior promises, representations, warranties, inducements or understandings between the parties pertaining to the subject matter hereof which are not contained in this Agreement, regulatory approvals granted by the City and related conditions to such approval.

17. Non-Liability of City Officials, Employees and Others. No officer, employee,

representative or agent of the City shall be personally liable to the Developer, or any successor in interest or assignee of the Developer, in the event of any default or breach by the City, 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 Developer, or its successors or assigns, for any obligation arising under the terms of this Agreement.

18. **Force Majeure.** Any prevention, delay or stoppage of the performance of any obligation under this Agreement which is due to strikes, labor disputes, inability to obtain labor, materials, equipment or reasonable substitutes therefor; acts of nature, governmental restrictions, regulations or controls (other than those of the City), 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 (financial inability excepted) shall excuse performance of the obligation by that party for a period equal to the duration of that prevention, delay or stoppage.

19. **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 Developer, and their successors and assigns. The City and the Developer alone shall be entitled to enforce or waive any provisions of this Agreement to the extent that such provisions are for their benefit.

20. **Headings.** The headings contained in this Agreement are intended for convenience only and are in no way to be sued to construe or limit the text herein.

21. **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.

22. **Severability.** If any portion of this Agreement is held to be unenforceable or invalid for any reason by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.

23. **Recordation.** This Agreement shall be recorded against the Project which are located within the area which is described in Exhibit "A" attached hereto and by this reference made a part hereof, senior to the CC&R's, easements and debt security instruments encumbering the Project or any undeveloped portion thereof except for those obligations previously recorded. This Agreement may be recorded by either party hereto in the offices of Salt Lake County Recorder, State of Utah.

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

25. **Termination.** Notwithstanding anything in this Agreement to the contrary, it is

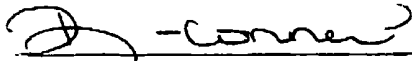
hereby agreed by the parties hereto that in the event the Project, is not completed on or before December 31, 2043, the City shall have the right, but not the obligation, at the sole discretion of the City, to terminate this Agreement. In the event Developer does not comply with the provisions of this Agreement, and such default is not cured within ninety (90) days after notice from the City to the Developer, as the case may be, specifying such default, the City shall have the right, but not the obligation, at the sole discretion of the City, to terminate this Agreement. Termination may be effected by the City giving written notice of termination to the Developer at Developer's address set forth herein for notices, whereupon the City shall be released from any further obligations under this Agreement, and the same shall be deemed terminated.

26. Binding Effect. This Agreement shall inure to the benefit of, and be binding upon the parties hereto and their respective officers, employees, members, representatives, agents, successors in interest and assigns. The covenants contained herein shall be deemed to run with the Project.

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

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

ATTEST:

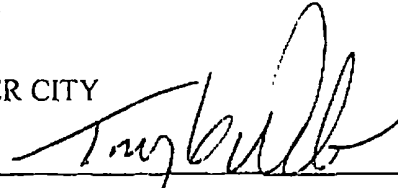


City Recorder



"CITY"

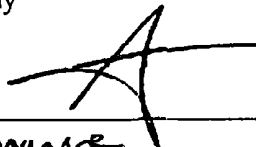
DRAPER CITY

By: 

Its: Mayor

"DEVELOPER"

EDELWEISS INVESTORS, LLC, a Utah limited liability company

By: 

Its: manager

Exhibits

- A – Property Description
- B – Master Plan

1191633v11

Exhibit A – Property Description

Development Associates – Edelweiss West Parcel

A part of Government Lot 3 and a part of the Northwest Quarter of the Southwest Quarter of Section 10, Township 4 South, Range 1 East, Salt Lake Base and Meridian, U.S. Survey in Salt Lake County, Utah:

Beginning at a point on the North Line of said Government Lot 3 being 315.92 feet South 89°44'21" East along the Quarter Section Line from the West Quarter Corner of said Section 10; and running thence South 89°44'21" East 835.76 feet along said Quarter Section Line to the Southwesterly Line of the Water District Right-of-way as it exists at 50.00 foot width; thence South 30°20'19" East 1526.05 feet along said Southwesterly Line of the Water District Right-of-way to the North Boundary of Stoneleigh Heights at Suncrest Phase 3 Planned Unit Development; thence North 89°53'02" West 1606.60 feet along the North Boundary of said Stoneleigh Heights at Suncrest Phase 3 and Phase 2 to the Northwest Corner thereof; thence North 0°00'05" East 1317.61 feet along the West Boundary of Stoneleigh Heights at Suncrest Phase No. 1 and said line extended to the point of beginning.

**Contains 1,607,338 sq. ft.
or 36.899 acres**

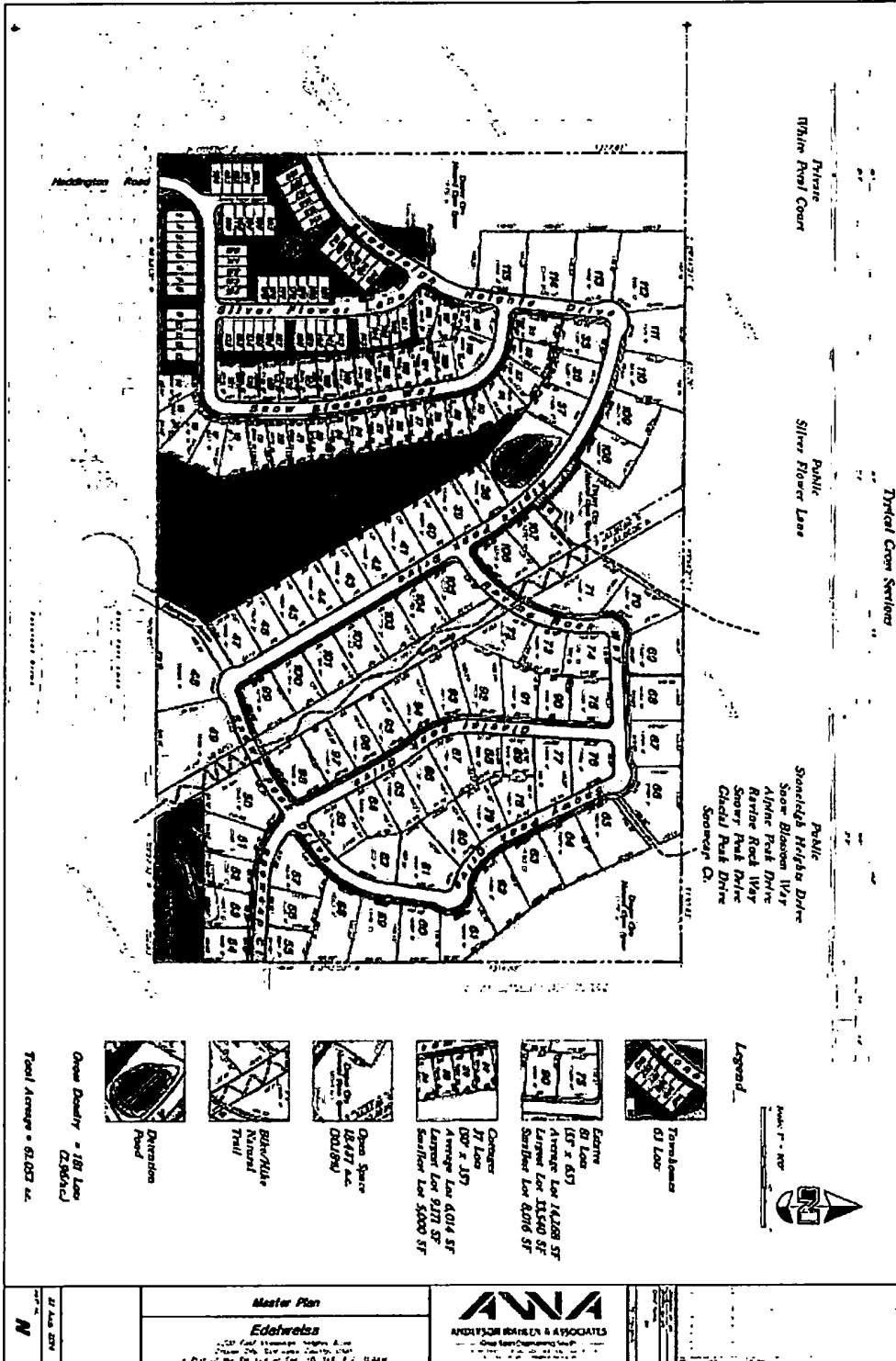
Development Associates – Edelweiss East Parcel

A part of the Northwest Quarter of the Southwest Quarter of Section 10, Township 4 South, Range 1 East, Salt Lake Base and Meridian, U.S. Survey in Salt Lake County, Utah:

Beginning at the Northeast Corner of said Northwest Quarter of the Southwest Quarter of said Section 10 being 2339.80 feet South 89°44'21" East along the Quarter Section Line from the West Quarter Corner of said Section 10; and running thence South 0°12'20" West 1314.88 feet along the Sixteenth Section Line to the Sixteenth Section Line; thence North 89°57'12" West 352.93 feet along said Sixteenth Section Line to the Northeasterly Line of the Water District Right-of-way as it exists at 50.00 foot width; thence North 30°20'19" West 1529.14 feet along said Northeasterly Line of the Water District Right-of-way to the Quarter Section Line; thence South 89°44'21" East 1130.03 feet along said Quarter Section Line to the point of beginning.

**Contains 975,702 sq. ft.
or 22.399 acres**

Exhibit B – Master Plan



**ADDENDUM #1 TO DEVELOPMENT AGREEMENT
FOR EDELWEISS**

DRAPER, UTAH

DATED: March 31, 2015

Parcel no: 34:10:300:028

This Addendum #1 to DEVELOPMENT AGREEMENT FOR EDELWEISS is entered into as of the 31st day of March, 2015, by and among **Draper City**, a municipal corporation and political subdivision of the State of Utah ("City"), and **Edelweiss Investors, LLC** a Utah limited liability company (the "Developer"), as owner and developer of a master planned project (the "Project"). The City and Developer are sometimes collectively referred to in this Addendum #1 and the Development Agreement as the "Parties".

RECITALS

A. The Parties hereto entered into a certain master Development Agreement ("Development Agreement") on December 2, 2014, regarding the development of approximately fifty-nine (59) acres of real property located within the boundaries of the City and as more fully described in **Exhibit A** ("Property") on which the Developer would develop the Project.

B. The Development Agreement under paragraph 8.2 contemplated that certain improvements must be made to the City's existing culinary water supply system in order for the City's system to have the capacity to provide culinary water services to the Project.

C. The Development Agreement further considered that the City would construct a new pump station and transmission pipeline.

D. The City has made necessary improvements to the culinary water supply system, including the addition of improvements to provide connections to over eight hundred (800) equivalent residential units.

E. The Parties now desire to add further agreement to the culinary water supply system portion of the Development Agreement, and have agreed to the following:

AGREEMENT

1. Upon receipt of payment from Developer (as set forth below), City hereby shall sell and transfer to Developer connections into the City's culinary water supply system for one hundred eighty-one (181) equivalent residential units.


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Book - 10440 Pg - 2394-2398
GARY W. OTT
RECORDER, SALT LAKE COUNTY, UTAH~~

~~CITY OF DRAPER
1020 E PIONEER RD
DRAPER UT 84020
BY: SRP, DEPUTY - MA 5 P.~~

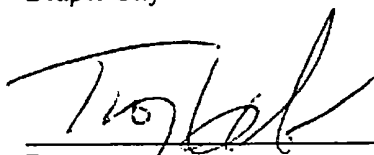
2. The connections provided for the equivalent residential units are equipped with a three-fourths (3/4) inch connection.
3. The Developer hereby agrees to pay the City two thousand seven hundred dollars (\$2,700) per equivalent residential unit connection, for a total of four hundred eighty- eight thousand and seven hundred dollars (\$488,700).
4. If Developer determines it is not in need of all one hundred eighty-one equivalent residential unit connections, the Developer shall notify the City, in writing, of a desire to decrease the number of equivalent residential unit connections purchased under this Agreement, and City will agree to issue a refund at the cost paid per unit.
5. This agreement does not contemplate or account for the cost associated with converting the three-fourth (3/4) inch connection to a one (1) inch connection to accommodate the legal requirements with respect to the installation of fire sprinklers or other legal requirements, if any such conversion is required.
6. Units requiring a one (1) inch connection will need to pay an additional rate, as outlined in the consolidated fee schedule to convert the three-fourths (3/4) inch equivalent residential units.
7. All other terms of the Development Agreement remain in full force and effect.

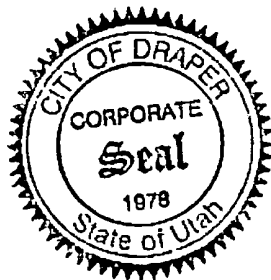
IN WITNESS WHEREOF, the Parties hereto have caused this Addendum #1 to be duly executed as of the date first written above.

DEVELOPER
Edelweiss Investors, LLC



By: Nathan Shoop
Its: manager

CITY
Draper City


By: Troy K. Walker
Its: Mayor



ATTEST:


City Recorder

**ADDENDUM #2 TO DEVELOPMENT AGREEMENT
FOR EDELWEISS**

DRAPER, UTAH

DATED: May 17th 2016

THIS Addendum #2 to DEVELOPMENT AGREEMENT FOR EDELWEISS is entered into as of the 17th day of May, 2016, by and among Draper City, a municipal corporation and political subdivision of the State of Utah ("City"), and MREC DAI Edelweiss LLC, a Delaware limited liability company (the "Developer"), the owner and developer of a master planned project (the "Project"). The City and Developer are sometimes collectively referred to in this Addendum #2 and the Development Agreement as the "Parties".

RECITALS

A. The City and Developer (as successor in interest to Edelweiss Investors, LLC, a Utah limited liability company) are parties to a certain master Development Agreement ("Original Development Agreement") on December 2, 2014, regarding the development of approximately fifty-nine (59) acres of real property located within the boundaries of the City and as more fully described in **Exhibit A** ("Property") on which the Developer would develop the Project. The Original Development Agreement was amended pursuant to that certain Addendum #1 to Development Agreement for Edelweiss dated March 31, 2015 (the "First Amendment," and together with the Original Development Agreement, collectively the "Development Agreement"). Capitalized terms not otherwise defined herein shall have the meanings given to them in the Development Agreement.

B. The Parties now desire to amend the Development Agreement to memorialize the Parties' agreement to allow the Developer to obtain a special land disturbance permit that will allow the Developer to construct certain sanitary and storm sewer systems and related grading activities, the plans for which have not been submitted by the Developer to the City.

AGREEMENT

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the City and Developer agree as follows:

1. The Developer may submit engineering plans for the construction of certain sanitary and storm sewer systems and related grading activities, without first obtaining approval of the Preliminary or Final Subdivision Plat. The City agrees to issue such permits as may be required for the construction of such sanitary and storm sewer systems and related grading activities, upon request by Developer therefore, approval of plans by the City's engineer, which approval may require compliance with applicable geologic and geotechnical reports, and payment by Developer of any associated bonds and fees. The City agrees that approval of any such permits shall not be withheld based upon the status of Developer's subdivision plat application currently pending with the City. If there is any disagreement over the extent of work allowed under this Agreement, City shall have unilateral authority to make the final decision. The Developer acknowledges that Developer bears all risk if the alignment relating to such sewer line and storm drainage system must be changed in order to comply with adopted engineering

standards, city codes or any other requirements necessitated for final plat approval. Developer shall also obtain written approval from South Valley Sewer District prior to beginning any work. Developer also acknowledges that approval of this agreement is not the basis for any future approvals and cannot compel City to agree to any future approvals resulting from City's approval of this agreement

- 2. All other terms of the Development Agreement remain in full force and effect.
- 3. Legal Remedies to Enforce Addendum #2. Developer shall have the rights and remedies available at law and in equity, including injunctive relief and specific performance, but not including damages or attorney's fees.

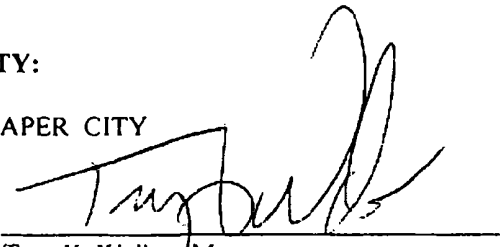
IN WITNESS WHEREOF, the parties hereto have executed this Addendum #2 effective as of the day and year first written above.

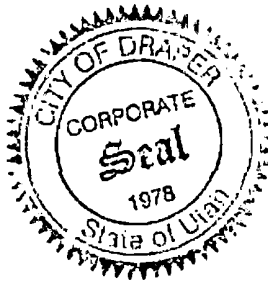
ATTEST:

By: 
Rachelle Conner, City Recorder

CITY:

DRAPER CITY

By: 
Troy K. Walker, Mayor



DEVELOPER:

MREC DAI EDELWEISS LLC a Delaware limited liability company

By: Edelweiss Draper, LLC, a Utah limited liability company, its Manager

By: DAI Managers, LLC, a Utah limited liability company, its Manager

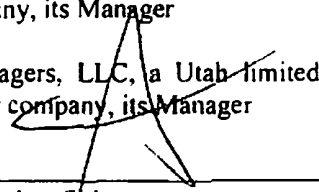
By: 
Name: Nathan Shipp
Its: Manager

Exhibit A – Property Description

**Development Associates – Edelweiss
West Parcel**

Parcel no. 34-10-300.028

A part of Government Lot 3 and a part of the Northwest Quarter of the Southwest Quarter of Section 10, Township 4 South, Range 1 East, Salt Lake Base and Meridian, U.S. Survey in Salt Lake County, Utah:

Beginning at a point on the North Line of said Government Lot 3 being 315.92 feet South 89°44'21" East along the Quarter Section Line from the West Quarter Corner of said Section 10; and running thence South 89°44'21" East 835.76 feet along said Quarter Section Line to the Southwesterly Line of the Water District Right-of-way as it exists at 50.00 foot width; thence South 30°20'19" East 1526.05 feet along said Southwesterly Line of the Water District Right-of-way to the North Boundary of Stoneleigh Heights at Suncrest Phase 3 Planned Unit Development; thence North 89°53'02" West 1606.60 feet along the North Boundary of said Stoneleigh Heights at Suncrest Phase 3 and Phase 2 to the Northwest Corner thereof; thence North 0°00'05" East 1317.61 feet along the West Boundary of Stoneleigh Heights at Suncrest Phase No. 1 and said line extended to the point of beginning.

**Contains 1,607,338 sq. ft.
or 36.899 acres**

**Development Associates – Edelweiss
East Parcel**

A part of the Northwest Quarter of the Southwest Quarter of Section 10, Township 4 South, Range 1 East, Salt Lake Base and Meridian, U.S. Survey in Salt Lake County, Utah:

Beginning at the Northeast Corner of said Northwest Quarter of the Southwest Quarter of said Section 10 being 2339.80 feet South 89°44'21" East along the Quarter Section Line from the West Quarter Corner of said Section 10; and running thence South 0°12'20" West 1314.88 feet along the Sixteenth Section Line to the Sixteenth Section Line; thence North 89°57'12" West 352.93 feet along said Sixteenth Section Line to the Northeasterly Line of the Water District Right-of-way as it exists at 50.00 foot width; thence North 30°20'19" West 1529.14 feet along said Northeasterly Line of the Water District Right-of-way to the Quarter Section Line; thence South 89°44'21" East 1130.03 feet along said Quarter Section Line to the point of beginning.

**Contains 975,702 sq. ft.
or 22.399 acres**

Edelweiss
Investors

Edelweiss Appeal Panel
Final Report
6/23/2016

June 23, 2016

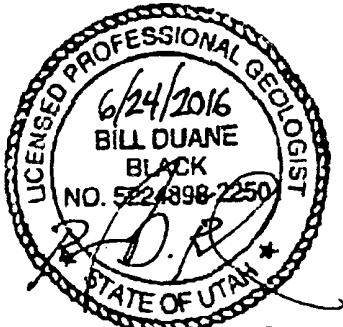
Mr. Keith Morey
Community Development Director
Draper City
1020 East Pioneer Road
Draper, Utah 84020

Subject: Edelweiss Appeal Panel Report
Proposed Edelweiss Development
Draper, Utah

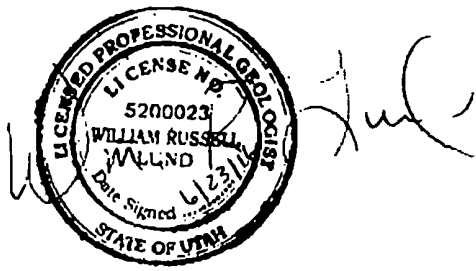
Dear Mr. Morey,

The members of the Edelweiss Appeal Panel thank you for providing us with the opportunity to participate in the geologic appeal process of the proposed Edelweiss development in Draper City. Draper City's geologic consultant identified numerous unresolved geologic issues in the geologic-hazards investigation reports submitted to Draper City by the developer of the Edelweiss site. Attempting to address and resolve all of those issues is, we believe, outside the scope of the Panel's charge. Rather, the Panel identified two principal geologic issues that we consider key to the safe development of the Edelweiss property. The issues are: (1) proper characterization of a landslide in the northwest portion of the property, including the extent of deformation, strength parameters used for slope-stability analyses, and the potential hazard posed by the instability; and (2) the activity levels of and potential surface-faulting hazard posed by two faults mapped as crossing the site. The results of our review of the documents provided to us by Draper City for the Edelweiss development, and our subsequent conclusions and recommendations, are presented below.

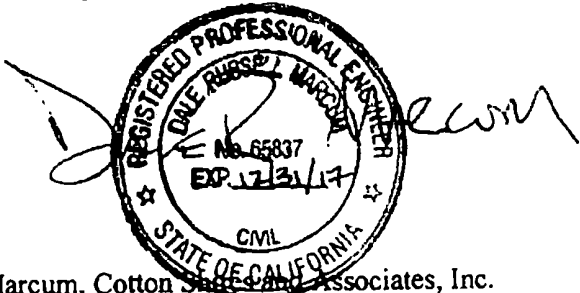
Sincerely,



Bill Black, Western Geologic, LLC



William Lund, Lund Geoscience, LLC



Dale Marcum, Cotton State Engineers and Associates, Inc.

**APPEAL PANEL REPORT
PROPOSED EDELWEISS DEVELOPMENT
DRAPER CITY, UTAH
June 23, 2016**

1.0 INTRODUCTION

Pursuant to Chapter 19 Section 9-19-110 *Appeal: Geologic Hazard Reports* (Appendix A) of the Draper City *Geologic Hazard Ordinance*, Draper City assembled a three-person expert Panel (hereafter referred to as the Panel) to adjudicate an appeal filed by Development Associates, Inc. (DAI) with Draper City regarding the proposed Edelweiss development (hereafter referred to as the Project) in the SunCrest area of Draper City. DAI's appeal disputes technical issues between the Draper City geologic reviewer (Great Basin Earth Science, Inc. [GBES]) and the developer's geologic consultant (GeoStrata) regarding GeoStrata's geologic-hazards investigation of the Project site. The Panel consisted of an expert designated by Draper City, Mr. Dale Marcum of Cotton Shires and Associates, Inc., an expert designated by DAI, Mr. Bill Black of Western Geologic, LLC, and an expert jointly selected by Draper City and the developer's designees, Mr. William Lund of Lund Geoscience, LLC.

1.1 Scope of Work

The Panel's scope of work included:

1. Review of two documents provided to the Panel by Draper City:
 - a. GeoStrata memorandum to DAI dated January 21, 2016, titled *Second Response: Geologic Review Proposed Edelweiss Development, SunCrest Area, Draper, Utah (GBES Project No: 01-02) Letter; GeoStrata Memorandum dated September 8, 2015 submitted in response to GBES's August 6, 2015 Geologic Review Letter, 982 p.* Hereafter referred to as Document 1 (D1).
 - b. Great Basin Earth Science, Inc. letter to Mr. Keith Collier, Draper City Chief Building Official, dated February 22, 2016, titled *Geologic Review Proposed Edelweiss Development, SunCrest Area Draper, Utah Submittal: Second Response: Geologic Review Proposed Edelweiss Development, SunCrest Area, Draper, Utah (GBES Project No: 01-02) Letter; GeoStrata Memorandum dated September 8, 2015 submitted in response to GBES's August 6, 2015 Geologic Review Letter, 35 p.* Hereafter referred to as Document 2 (D2).
2. Review of pertinent geologic literature, geologic reports, and geologic maps available for the site and site vicinity (see Reference List 5.0);
3. Review of stereo-paired aerial photographs of the Project site and site vicinity;

4. Review of LiDAR imagery provided by Draper City of the Project site and site vicinity;
5. A geologic site reconnaissance on 4/20/2016, which included review of three trenches previously excavated on site by GeoStrata (trenches 8, 9, and 10);
6. An interview with Mr. Bob Biek, Utah Geological Survey. Mr. Biek mapped the geology of the area that includes the proposed Project (Biek, 2005). Mr. Biek also participated in the review of trenches excavated by DAI's geologic consultant on the Project site in 2007 and 2015;
7. A brief meeting with Mr. Keith Morey, Draper City Community Development Director, and Mr. Keith Collier, Draper City Chief Building Official following the site reconnaissance; and
8. Preparation of this report presenting our conclusions and recommendations.

1.2 Background

Appendix B presents a timeline of DAI consultant's reports, Draper City report reviews, and consultant's review responses prepared for the Project that extend from October 23, 2006 through February 22, 2016 (Appendix B, D1-1 and D2), a period spanning approximately nine and a half years. There was a hiatus in development interest for the property from June 2008 to March 2015. Draper City's original (2006-2008) geologic consultant was Simon-Bymaster, Inc. (SBI). Draper City's new geologic consultant beginning in 2015 is Great Basin Earth Sciences, Inc. (GBES).

The Panel made a thorough review of all consultant reports, Draper City review comments, and consultant's review responses for the Project provided to it by Draper City (Appendix B Documents 1 and 2). Document 1 includes material that goes back to 2006. However, for purposes of evaluating DAI's appeal, the Panel considered GeoStrata's 2015 geologic-hazards investigation (Appendix B, D1-16), and the results of GeoStrata's new trenching and materials testing (Appendix B, D1-24), as the "benchmark" geologic-hazards investigations for the Project. Likewise, the Panel considers the review comments prepared by GBES for the above documents (Appendix B, D1-18, D1-21, and D2), as identifying the remaining unresolved technical issues pertaining to GeoStrata's geologic-hazards investigation of the Project. It is these unresolved technical issues that led to DAI's appeal of the Draper City review process.

2.0 PRINCIPAL UNRESOLVED TECHNICAL ISSUES

It is the Panel's opinion that there are two principal unresolved technical issues regarding GeoStrata's geologic-hazards investigation that are key to the safe development of the Project site. The issues are:

1. Technical aspects of a landslide located in the northwest side of the property (referred to hereafter as the Northwest Landslide). Unresolved issues include the extent and style of bedrock deformation, the presence of clay within bedrock and along bedrock discontinuities (bedding, fractures, shears, and faults), material strength parameters, and groundwater levels for slope-stability analysis.
2. Whether the two faults mapped by Biek (2005) as crossing the property are Holocene active.

As previously noted, the two principal technical issues identified above are not the only issues raised by GBES with GeoStrata's 2015 Edelweiss geologic-hazards investigation. However, it is the Panel's opinion that the other issues are not as important regarding the safe development of the site, and can largely be resolved or will become moot as the principal issues are addressed. Accordingly, the remainder of this report focuses on the two principal technical issues identified above. We note, however, that the GBES review comments not specifically addressed in this report appear to be valid requests for additional information or action from the developer's consultant.

2.1 Northwest Landslide

GeoStrata's 2007 and 2015 geologic-hazards evaluations of the Project site (Appendix B, D1-7 and D1-16) document pervasive deformation of the volcanic bedrock across the entire property. Deformation is important because it affects bedrock strength, weathering (clay formation), and the abundance and orientation of fractures, shears, and faults (bedrock discontinuities), all of which are factors that may contribute to slope instability. GeoStrata's trench logs and geologic unit descriptions commonly describe highly fractured bedrock and the weathering of volcanic tuff to clay. The Panel reviewed trenches 8, 9, and 10 during its site reconnaissance, and confirmed the presence of deformed bedrock and clay in those trenches. Trenches 1-7 excavated in 2007 were backfilled and unavailable for the Panel's review. However, trench logs and geologic unit descriptions for those trenches in both the 2007 and 2015 Edelweiss geologic-hazards investigations (Appendix B, D1-7 and D1-16) similarly confirm the presence of highly deformed bedrock and clay.

2.1.1 Location of Landslide Scarp - Biek (2005) mapped the geology of the Lehi quadrangle and part of the Timpanogos Cave quadrangle at a scale of 1:24,000 (1" = 2000'), an area that includes the Project, and shows a landslide "headscarp" in the northeast portion of the site. The Panel notes there is little or no topographic expression that correlates with the shears exposed in trenches that cross the headscarp. Thus, if the shears are landslide related, the activity is much older than the Northwest Landslide. In the Panel's opinion, the northwest facing hillside where the trenches were excavated represents the highly eroded and degraded main scarp of the Northwest Landslide. Under this scenario, the abrupt topographic signature of the main scarp has been removed by erosion; however, the remnant steep hillside is susceptible to potential new landsliding and retrogression of the Northwest Landslide further into the property.

2.1.2 Origin of Deformation - The reports and review comment responses in Documents 1 and 2 (Appendix B) include considerable discussion regarding the amount

and style of bedrock deformation on the Project site. GeoStrata's 2007 and 2015 Edelweiss geologic-hazards investigations, and subsequent 2015 trenching and laboratory testing program (Appendix B, D1-7, D1-16, and D1-24) document pervasive deformation of the volcanic bedrock. Whether the deformation is related to gravity (landslides) or tectonic forces (faulting and folding), and where on the site each of those processes was dominant has been a topic of debate between Draper City reviewers and GeoStrata. This was particularly true of the earlier part (2006-2008) of the Edelweiss site investigation when SBI was the Draper City geologic consultant. Later in the process (2015-2016), GBES' review comments focused more on the extent and degree of deformation regardless of its cause. The Panel agrees with this approach, deformation affects the engineering properties of materials as they relate to slope stability regardless of how the deformation occurred.

2.1.3 Distribution of Deformation - As noted above, GeoStrata has documented bedrock deformation (regardless of origin) throughout the Project site. Draper City reviewers requested that GeoStrata plot the extent of the deformation on a map. GeoStrata attempted to do so, but concluded in their first response (Appendix B, D1-20) to Draper City's review comments on the 2015 geologic-hazards evaluation that (*italics added for emphasis*):

"Considering this regional tectonic deformation that has been observed across the Edelweiss property and the SunCrest development, GeoStrata cannot delineate the upper most extent of the geologic units that have been deformed [to] include all shears, faults, or other features observed in the trenches indicating deformation regardless of the source of the stresses. The bedrock across the entire site meets that definition of units that have been deformed."

Based on a review of trench logs and geologic unit descriptions, and a site reconnaissance, the Panel concurs with GeoStrata's assessment that bedrock deformation (regardless of cause) is pervasive across the entire Project site.

2.1.4 Bedrock Discontinuities - Bedrock discontinuities include bedding, fractures, shears, and faults, all of which represent planes of weakness in a rock mass that if adversely oriented, can form a landslide slip surface. The GeoStrata 2007 and 2015 geologic-hazards investigations (Appendix B, D1-7 and D1-16) document the distribution of numerous bedrock discontinuities across the Project site. As mentioned previously, the Panel is not concerned about the origin of the discontinuities; discontinuities represent planes of weakness in the bedrock regardless of their origin. The Panel's principal concern is whether discontinuities exist on site with orientations that could facilitate future slope failures. GeoStrata's 2007 and 2015 geologic-hazards investigations (Appendix B, D1-7 and D1-16) document that such discontinuity orientations do exist. GeoStrata's 2015 report (Appendix B, D1-16) states (*italics added for emphasis*):

"The axis of the observed landslide deposit has an orientation of approximately 310°. This orientation is generally parallel to the slope of the current north face of the eastern Traverse Mountains. Some of the discontinuities we observed in our trenches and borings have a dip direction that generally agrees ($\pm 20^\circ$) with this

landslide orientation but this is a minor subset of observed discontinuities (approximately 15%).”

In GeoStrata’s second response to GBES review comments on the 2015 Edelweiss geologic-hazards evaluation (Appendix B, D1-24), GeoStrata states (italics added for emphasis):

“In Trenches 8, 9, and 10 the discontinuities that have a dip direction that generally agrees ($\pm 20^\circ$) with the landslide orientation of 310° is approximately 16% of the total population of measured discontinuities.”

During its reconnaissance, the Panel also documented the presence of discontinuities in trenches 8, 9, and 10 that are oriented (strike and dip) such that they could facilitate landsliding. It is the Panel’s opinion that the 15-16% of bedrock discontinuities identified by GeoStrata with orientations that may contribute to landsliding represents a nontrivial number of critical bedrock weakness planes. The Panel concludes that regardless of their origin, bedrock discontinuities exist on site that could contribute to slope failure. The Panel further concludes that the distribution of these weakness planes is nonsystematic and, for purposes of slope-stability analysis, should be assumed to occur anywhere within the bedrock mass.

2.1.5 Distribution of Clay - Clay is a weak material that may, even in thin horizons and comparatively small amounts, facilitate landsliding. GeoStrata’s 2007 and 2015 Edelweiss geologic-hazards investigations (Appendix B, D1-7 and D1-16) document clay in the trenches excavated on site. GeoStrata attributes the clay chiefly to weathering of volcanic bedrock, in particular weathering of tuffaceous bedrock layers. The Panel confirmed the presence of clay in trenches 8, 9, and 10 during its site reconnaissance. Some clay was present in irregular pods, but much clay was localized along thin bedrock discontinuities. The presence of a weak geologic material localized along planes of weakness in bedrock that are oriented to facilitate landsliding, is in the Panel’s opinion, conducive to future slope failures.

2.1.6 Clay Strength - Determining material strength parameters for slope-stability analyses is a geotechnical engineering decision generally lying outside the purview of geology. Because landsliding is a common geologic hazard on the flanks of the Traverse Mountain (where the Project is located), the Draper City *Geologic Hazards Ordinance* provides specific guidance for slope-stability analyses in that area. The ordinance requires the use of default strength values unless it can be conclusively shown that the weakest materials on a site have been identified and tested, and that the resulting strength values are higher than the default values. Use of the default parameters is triggered by site-specific geologic conditions; for that reason, geologic site characterization is a critical factor when selecting material strength parameters for slope-stability analyses on Traverse Mountain. Relevant sections of the Draper City *Geologic Hazards Ordinance*, Chapter 19 Section 9-19-61-3: *Appendix C, Minimum Standards for Slope Stability Analysis*, include (italics added for emphasis):

7.2 Methods for Bedded Formations

“Particular attention must be paid to the presence or absence of weak layers (e.g., clay, claystone, silt, shale, or siltstone units) during the exploration. *Unless*

adequately demonstrated (through comprehensive and detailed subsurface exploration) that weak (clay, claystone, silt, shale, or siltstone) layers (even as thin as 1/16-inch or less) are not present, a weak layer shall be assumed to possibly occur anywhere in the stratigraphic profile (i.e., ubiquitous weak clay beds)."

8.3 Default Soil Parameters

"In the Traverse Mountain area, failure surfaces for known landslides commonly occur within the Tertiary volcanics. Those failure surfaces typically are along clay layers formed by the in situ alteration of tuff deposits. In cases when the failure surface has been sampled and tested, relatively low residual-shear-strength values have been obtained; these values are cohesion equal to 0 psf and a friction angles equal to 11 to 12 degrees. Similar values have also been reported from the Springhill landslide in North Salt Lake that is in a similar tuffaceous volcanic formation of Tertiary age.

To assist in understanding shear strengths of these materials, the following shear strength parameters for landslide failure surfaces and along weak layers within the Tertiary volcanics shall be used; cohesion equal to 0 psf and a friction angle equal to 11 degrees, unless otherwise demonstrated. If site-specific testing produces lower residual shear strength than these values, the site-specific test results should be used. If site-specific testing produces higher values, documentation must be provided to demonstrate that the weakest materials were retrieved and tested and that the materials retrieved truly represent the basal landslide slip surface. "

Sections 7.2 and 8.3 set a high standard for using material strength values other than those specified in the Draper City *Geologic Hazards Ordinance* for slope-stability analyses in the Traverse Mountain area. Specifically that:

- unless adequately demonstrated that layers even as thin as 1/16-inch or less are not present, a weak layer shall be assumed to possibly occur anywhere in the stratigraphic profile; and
- that shear strength parameters for landslide failure surfaces and along weak layers within the Tertiary volcanics shall be used; cohesion equal to 0 psf and a friction angle equal to 11 degrees, unless otherwise demonstrated that such weak layers are not present,

The Panel interprets "weak layer" to include any bedrock discontinuity (bedding, fracture, shear, or fault) as well as weathered in-place tuff horizons integral to the volcanic bedrock. The Panel interprets "adequately demonstrated" and "otherwise demonstrated" to mean that the weakest materials on site have been *conclusively* (italics added for emphasis) identified, sampled and tested.

During its field reconnaissance, the Panel observed geologic conditions in trenches 8, 9, and 10 on the Project site. The walls of the trenches were in remarkably good condition and required minimal cleaning. Our review focused on areas of differences between Draper City's reviewer and GeoStrata as recorded in the Draper City geologic consultant's review comments. We could not locate ourselves on the logs using existing nails in the trench walls as well as geologic features. On the trench walls, we noted west dipping shears that had been observed and noted by Draper City's geologic consultant, but were either: (1) not shown graphically on the trench logs, (2) were near or coincident with graphic lines on the logs that were either not labeled or were not characterized as shears, or, (3) were coincident with identified shears or fractures, but the shear strengths from laboratory testing did not appear representative of the strength of the shears. The clay shears observed were generally thin (paper thin to ¼" thick, typically about 1/8" thick), were moderate to moderate/highly plastic, and were typically at the base of discolored zones of sand and silt that were several inches thick.

GeoStrata used material strength values higher than the Draper City default values for their Project slope-stability analyses (Appendix B, D1-24). The Panel is aware that GeoStrata's values were based on laboratory testing of samples collected from trenches. However, following careful review of the geologic-hazards and geotechnical reports provided by Draper City to the Panel (Appendix B, Documents 1 and 2), and based on the Panel's own observations in trenches 8, 9, and 10, where thin, weak layers lined with clay were observed with orientations that could contribute to slope failure, the Panel is not convinced that GeoStrata succeeded in sampling and testing the weakest materials exposed in the trenches. It may be that the samples acquired for testing included some sand and silt from above the shears. Regardless, based on our observations and experience, the Panel is not convinced that the weakest materials in the trenches were successfully sampled and tested.

Given the site geologic conditions, and the enhanced landslide hazard known to exist in the Traverse Mountain area (see Draper City *Geologic Hazards Ordinance*), unless GeoStrata can conclusively demonstrate that only the thin clay layers lining discontinuities in the trenches have been sampled and tested, the Panel concludes that slope-stability analyses conducted for the Project should use the default strength parameters in the Draper City *Geologic Hazards Ordinance*.

2.1.7 Groundwater - GeoStrata excavated two sonic core borings to depths of 148 feet (B-1) and 120 feet (B-2) in March of 2007 (Appendix B, D1-7); no groundwater was encountered during the drilling. The Panel notes that no piezometers were installed at that time. The borings were left open, and in August of 2007, GeoStrata reentered the borings with geophysical tools. At that time, boring B-1 was impassable at 94 feet and boring B-2 was impassable at 68 feet (Appendix B, D1-7). No groundwater was encountered during the geophysical testing. In their 2015 slope stability analysis of the Northwest Landslide (Appendix B, D1-16), GeoStrata did not include groundwater levels.

Due to the potential for perched groundwater levels to form from future landscape irrigation, GBES requested that GeoStrata provide justification for using no groundwater in their slope-stability analysis. The Panel agrees with GBES, and recommends that GeoStrata provide additional justification for not using groundwater in their analyses.

2.2 Fault Activity

2.2.1 Need for a Surface-Faulting-Hazard Investigation - Draper City's *Geologic Hazards Ordinance* provides minimum standards for conducting a surface-faulting investigation (Chapter 19 Section 9-19-61-3: *Appendix B, Minimum Standards for Surface Fault Rupture Hazard Studies*). The requirement for performing a surface-faulting investigation is presented in Section 9-19-61-3-1.2: *Properties Requiring Fault Investigation* and states as follows:

"A fault study is required, prior to approval of any land use, for properties situated within Surface Fault Rupture Study Areas, as shown on the Surface Fault Rupture Study Area map (Plate A-1)."

Section 9-19-61-3-1.2 further states:

"In addition, a fault investigation may be required if onsite or nearby fault-related features not shown on the Surface Fault Rupture Study Area map are identified during the course of other geologic or geotechnical studies performed on or near the site or during construction."

The Panel finds the above paragraph ambiguous, but believes it could be interpreted to mean that a surface-fault-rupture-hazard investigation should be conducted anywhere that a potentially Holocene-active fault is encountered during development, regardless of whether the development lies within a Surface-Fault-Rupture Study Area or not. This ambiguity is resolved in Section 9-19-080: *Geologic Hazards Study Area Maps*, which states (*italics added for emphasis*):

A. "Geologic hazards study area maps are prepared using the best available scientific information but are necessarily generalized and designed only to indicate areas where hazards may exist and where geologic hazards studies are required. Because the geologic hazards study area maps are prepared at a nonsite specific scale, hazards may exist that are not shown on the geologic hazards study area maps. *The fact that a site is not in a geologic hazards study area for a particular hazard does not exempt the applicant from considering the hazard if evidence is found that it may exist.* If it is subsequently determined that the site has geologic hazards that are not shown on the geologic hazards study area maps, the review process will be pursuant to this chapter."

2.2.2 Project Fault Activity Levels - The Panel provides the above review of Draper City's *Geologic Hazards Ordinance* regarding when geologic-hazards investigations must be performed, because GeoStrata makes the argument in its first response (Appendix B, D1-20) to the GBES review comments on GeoStrata's 2015 geologic-hazards investigation (Appendix B, D1-18), that the two faults (Mercer Hollow fault and an unnamed fault) crossing the site do not require a surface-faulting investigation because: (1) in GeoStrata's opinion the faults are not Holocene active, and (2) the faults lie outside the boundaries of Draper City's Surface Fault Rupture Study Area map. GeoStrata reviewed the evidence supporting their opinion that the faults are not Holocene active; chiefly: (1) the faults lack surface expression, (2) geologic

mapping shows that the faults do not displace Holocene-age geologic deposits along their lengths, (3) topography formed on Tertiary bedrock by faulting (fault scarps and colluvial wedges) has been removed by erosion, and (4) the faults do not displace Holocene-age soils (modern soil A and B horizons) where exposed in trenches at the site and an adjacent property. The Panel concurs that the above evidence supports a low level of fault activity, but does not agree that the evidence conclusively demonstrates a lack of surface faulting during the Holocene (past 10,000 radiocarbon [11,700 calendar calibrated] years), particularly if past surface-faulting displacements were small.

Two radiocarbon ages obtained by GeoStrata from a modern soil on a nearby property (Appendix B, D1-20) show that the age of the soil there spans roughly half to two-thirds of Holocene time, and does not demonstrate the absence of surface faulting during the entire Holocene. It is the Panel's opinion that if the modern soil on the Project site was sampled and radiocarbon tested, the soil would yield similar ages. In summary, the Panel does not consider the geomorphic evidence cited by GeoStrata, or the fact that the faults do not displace Holocene soils on the Project site, as conclusive evidence of the absence of Holocene surface faulting.

Following a careful review of Documents 1 and 2 (Appendix B) regarding the faults on the Project site, the Panel concludes: (1) site-specific information about the timing of past surface faulting on the Project site is inconclusive, (2) GeoStrata has not conclusively demonstrated that the faults are not Holocene active, and (3) pursuant to Section 9-19-080: *Geologic Hazards Study Area Maps of the Draper City Geologic Hazards Ordinance* (see above), the two faults represent a potential surface-faulting hazard until conclusively demonstrated to be otherwise, regardless of their location outside the Draper City Surface Fault Rupture Study Area. Because the fault activity levels remain to be reliably determined, the faults should be considered potentially Holocene active and appropriate surface-faulting mitigation measures implemented.

2.2.3 Earthquake Timing Along Faults - The two faults identified on the Project site (Biek, 2005) are not unique (restricted) to that property. Both faults, and in particular the Mercer Hollow fault, trend through other developed areas on Traverse Mountain. The time of most-recent surface faulting on such comparatively short, low-activity-level faults typically does not change over short distances, and most particularly, does not change from one development to the next. If the Mercer Hollow and other Traverse Mountain faults are conclusively shown to be either active or inactive (to displace or not displace deposits spanning the entire Holocene), the likelihood is very high that those faults will have the same activity level everywhere along their lengths. The Panel recommends that Draper City determine the time of most recent surface faulting on the Mercer Hollow and other Traverse Mountain faults at locations that provide the best geologic conditions for evaluating past earthquake timing. The Panel further recommends that Draper City then consistently apply the resulting activity levels to the faults as a whole. This would eliminate the need for surface-fault-rupture-hazard investigations and subsequent fault-activity debates for future development on Traverse Mountain.

3.0 CONCLUSIONS AND RECOMENDATIONS

3.1 Conclusions

The Panel carefully reviewed the materials provided to it by Draper City pertaining to the Project (Appendix B, Documents 1 and 2); reviewed other relevant geologic information (5.0 Reference List); reviewed aerial photograph and LiDAR imagery; interviewed Bob Biek, UGS mapper; and conducted a reconnaissance of the Project site, during which we reviewed trenches 8, 9, and 10. Based on the above, the Panel concludes the following:

1. The presence of an existing mapped landslide on the northwest part of the Edelweiss property shows that conservatism is required when conducting slope-stability evaluations in that area.
2. The volcanic bedrock on the Project site is pervasively deformed (fractured, sheared, and faulted) by either tectonic (faulting and/or folding) or landslide (gravitational) forces. A significant number of bedrock discontinuities are adversely oriented and capable of contributing to slope failure. The distribution of these weakness planes is nonsystematic and, for purposes of slope-stability analysis, should be assumed to occur anywhere within the bedrock mass.
3. The Panel is not convinced that GeoStrata has sampled and tested the weakest earth materials at the Project site. Thus, the Panel concludes that the Draper City *Geologic Hazards Ordinance* default material strength values should be assigned to bedrock materials for slope-stability analyses on the Project site, unless GeoStrata can propose and execute another sampling and testing program restricted to only the thin clay layers along discontinuities.
4. GeoStrata's assumption of no groundwater levels in the slope-stability analysis for the Northwest Landslide requires further justification, particularly with regard to the formation of perched water levels from landscape irrigation following development.
5. The site-specific paleoseismic data obtained by GeoStrata for the two faults crossing the Project site (Biek, 2005) are inconclusive regarding the timing of past surface faulting. Until conclusively demonstrated otherwise, the Mercer Hollow and unnamed faults on the Project site should be considered Holocene active, and applicable surface-faulting-risk-reduction measures implemented as specified by the Draper City *Geologic Hazards Ordinance*.

3.2 Recommendations

The Panel recommends the following:

1. Draper City's geologic consultant should review all information related to surface-faulting investigations already performed for the Mercer Hollow and other Traverse

Mountain faults, regardless of where along those faults the investigations were conducted, to determine if the timing of past surface faulting can be reliably determined. If sufficient data on surface-faulting timing are not available to permit such a determination, Draper City should consider a fault investigation(s) at a site(s) selected by their geologic consultant to resolve the issue, and then apply the resulting activity levels to the faults as a whole everywhere in the Traverse Mountain area.

2. If further investigation of the strength characteristics of clay layers along discontinuities and groundwater levels on the Project site is contemplated, prior to additional investigation or reporting, proposed investigation plans should be presented to Draper City for review and comment.
3. Future stability analyses of the Northwest Landslide should consider both circular and non-circular slip surfaces.
4. To facilitate future reviews in areas with potentially significant geologic hazards, the Panel recommends regular technical meetings as the project progresses where consultants present critical steps of the investigation (e.g., planned explorations, sampling, laboratory testing, and analysis assumptions) for review and comment by Draper City's reviewer prior to performing the work. We also recommend that the Draper City reviewer have early and regular access to investigation results (subsurface explorations, draft boring and trench logs, and laboratory test results). The goal is for the developer's consultant and the Draper City's reviewer to be in agreement regarding field conditions (and the significance of the findings with respect to the proposed development) prior to closing excavations and finalizing logs, and to be in agreement with laboratory testing plans, test results, and analysis assumptions prior to work being performed and final reports submitted.

4.0 CLOSURE

The Panel performed this review to provide technical advice to assist Draper City with its discretionary permit decisions. The Panel did not perform a comprehensive site evaluation; our services have been limited to review of the documents previously identified, other applicable geologic literature, aerial photograph and LiDAR imagery, an interview with Bob Biek (UGS geologic mapper), and a reconnaissance of the Project site. Our conclusions and recommendations are made in accordance with generally accepted geotechnical principles and practices, and are provided to assist Draper City in reducing risks from geologic hazards and to protect public health, safety and welfare. This report is based, in part, on documents, writings, and information owned, possessed, or secured by Draper City and its assignees. Documentation and data provided by Draper City, designated representatives, or from the public domain, and referred to in the preparation of this report, have been used and referenced with the understanding that the authors assume no responsibility or liability for their accuracy. No data, findings, or conclusions should be interpolated to adjacent properties without additional investigation. Neither this report, nor any information contained herein, shall be used or relied

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upon for any purpose by any other person or entity without express written permission of Draper City. This warranty is in lieu of all other warranties, either expressed or implied.

5.0 REFERENCE LIST

- Biek, R.F., 2005, Geologic map of the Lehi quadrangle and part of the Timpanogos Cave quadrangle, Salt Lake and Utah Counties, Utah: Utah Geological Survey Map 210, scale 1:24,000.**
- Bryant, Bruce, 2003, Geologic map of the Salt Lake City 30' x 60' quadrangle, north-central Utah and Uinta County, Wyoming: Utah Geological Survey Map 190 DM, scale 1:100,000.**
- Constenius, K.N., Clark, D.L., King J.K., and Ehler, J.B., 2011, Interim geologic map of the Provo 30' X 60' quadrangle, Utah, Wasatch, and Salt Lake Counties, Utah: Utah Geological Survey Open-File Report 586 DM, scale 1:100,000.**
- Draper City, 2016, Title 9 Land use and development regulations – Chapter 19 geologic hazards: Draper City, Utah city code, on line, accessed 2016.**
- GeoStrata, 2016, GeoStrata memorandum dated January 21, 2016. Subject - Second Response: Geologic Review Proposed Edelweiss Development, SunCrest Area, Draper, Utah (GBES Project No: 01-02. Letter: GeoStrata Memorandum dated September 8, 2015 submitted in response to GBES' August 6, 2015 Geologic Review Letter, 982 p.**
- Great Basin Earth Science, Inc., 2016, Great Basin Earth Science, Inc. letter dated February 22, 2016, Geologic Review Proposed Edelweiss Development, SunCrest Area, Draper, Utah, 35 p. Submittal: Second Response: Geologic Review Proposed Edelweiss Development, SunCrest Area, Draper, Utah (GBES Project No: 01-02. Letter: GeoStrata Memorandum dated September 8, 2015 submitted in response to GBES' August 6, 2015 Geologic Review Letter, 35 p.**
- LiDAR data for the Edelweiss site, 2013 and 2014, obtained from Draper City in 2016.**
- Machette, M.N., 1992. Surficial geologic map of Wasatch fault zone, eastern part of the Utah Valley, Utah County and parts of Salt Lake and Juab Counties, Utah: U.S. Geological Survey Miscellaneous Investigations Series Map I-2095, scale 1:50,000.**
- McCalpin, James, 2003, Landslide inventory map of the SunCrest development, Draper City, Utah: GEO-HAZ Consulting, Inc., unpublished consultant's report, 32 p.**
- Personius, S.F., and Scott, W.E., 1992. Surficial geologic map of the Salt Lake City segment of the Wasatch fault zone, Davis, Salt Lake, and Utah Counties, Utah: U.S. Geological Survey, Miscellaneous Investigation Series Map I-2106, scale 1:50,000.**
- Stereo aerial photographs of the Edelweiss site provided by Draper City, dated 1937, 1958, 1972, 2001, and 2002.**

Appendix A
**Chapter 19 Section 9-19-110-J. Appeal: Geologic Hazard Reports (Appendix A) of the
Draper City Geologic Hazard Ordinance**

J. Appeal: An applicant may appeal any decision made under the provisions of this chapter only after the city has issued a written review of a report, and shall set forth the specific grounds or issues upon which the appeal is based. The appeal shall be submitted in writing to the director of community development within thirty (30) days of the issuance of the written review or other decision. The city shall assemble a professional Panel of three (3) qualified experts to serve as the appeal authority for any technical dispute. The Panel shall consist of an expert designated by the city, an expert designated by the applicant, and an expert chosen by the city's and the applicant's designated experts. If the city's and the applicant's designated experts cannot reach a consensus of the third expert within thirty (30) days, the city shall select the third expert. Decisions of the Panel will be binding and will be based on the majority decision of the Panel. The costs of the appeal process shall be paid by the applicant. (Ord. 935, 6-1-2010).

**Appendix B
Time Line of Geological and Geotechnical Reports,
Report Reviews, and Review Responses
Proposed Edelweiss Development, Draper, Utah**

This time line of consultant's reports, Draper City report reviews, and consultant's review responses prepared for the proposed Edelweiss development in the SunCrest Area of Draper, Utah was extracted from the following documents provided to the Panel by Draper City:

Document 1

GeoStrata memorandum dated January 21, 2016. Subject - Second Response: Geologic Review Proposed Edelweiss Development, SunCrest Area, Draper, Utah (GBES Project No: 01-02. Letter: GeoStrata Memorandum dated September 8, 2015 submitted in response to GBES' August 6, 2015 Geologic Review Letter, 982 p.

Document 2

Great Basin Earth Science, Inc. letter dated February 22, 2016, Geologic Review Proposed Edelweiss Development, SunCrest Area, Draper, Utah, 35 p. Submittal: Second Response: Geologic Review Proposed Edelweiss Development, SunCrest Area, Draper, Utah (GBES Project No: 01-02. Letter: GeoStrata Memorandum dated September 8, 2015 submitted in response to GBES' August 6, 2015 Geologic Review Letter, 35 p.

Document 1 is 982 pages long and contains the majority of reports, report reviews, and review responses pertaining to the geologic-hazards investigation of the proposed Project. Document 1 was compiled by GeoStrata, and GeoStrata formally incorporates all the information in Document 1 (extending back to 2006) into their final geologic-hazards report for the Project. Document 1 contains duplicate copies of some material, and other material is not in chronological order. Duplicate copies are not listed in the time line below, and the time line is in chronological order.

Entries in the time line have a unique identifier, for example D1-1, which indicates that the entry is from Document 1, and shows the entry's chronological position - lower numbers represent older (earlier) documents. Document 2 was prepared by GBES acting as Draper City's geologic reviewer. Document 2 is to the Panel's knowledge the most recent document prepared pertaining to the Edelweiss geologic-hazards investigations. Document 2 is a single review letter and is simply referred to as Document 2 in the Panel's report.

Each entry in the time line includes the date of the report and the page number where it appears in Document 1 or 2. Most of the reports, reviews, and review responses also have internal page numbers unique to the document.

Proposed Edelweiss Development Time Line

- D1-1 10/23/2006 (p. 81) – IGES Ingenieros, LLC (IGES) work plan for trenching and drilling the proposed Edelweiss area, geologic hazards investigation.
- D1-2 11/1/2006 (p. 87) – Simon Bymaster Inc. (SBI) Comments on IGES Geologic Work Plan Proposed Edelweiss Subdivision Draper, Utah, SBI Project No: 2-06-339.
- D1-3 No date (p. 90) – IGES Edelweiss subdivision plat map showing revised locations of trenches and borings.
- D1-4 12/8/2006 (p. 92) – SBI Project Memorandum, December 7, 2006 Meeting with Nate Shipp (Development Associates Inc.) to review modified IGES Work Plan.
- D1-5 1/25/2007 (p. 96) – SBI Project Memorandum, Field review of IGES trenches T-1, T-2, T-4, and T-5 accompanied by Robert Biek (Utah Geologic Survey).
- D1-6 9/7/2007 (p. 104) – IGES Geotechnical Investigation Edelweiss, Draper, Utah.
- D1-7 11/1/2007 (p. 255) – IGES Geologic Hazards Investigation Edelweiss Development Draper, Utah.
- D1-8 11/2/2007 (p. 251) – IGES Addendum to Geotechnical Investigation Edelweiss Development Draper, Utah.
- D1-9 1/3/2008 (p. 385) – IGES (Ingenieros, LLC), Clarification of Finalized Residential Pod Layout Edelweiss Development – Draper, Utah.
- D1-10 5/29/2008 (p. 397) – SBI Geologic Review Proposed Edelweiss Subdivision SunCrest Area Draper Utah. Report: Geologic hazards investigation, Edelweiss development, Draper, Utah prepared by IGES, Ingenieros, LLC, dated 11/1/2007.
- D1-11 6/30/2008 (p. 420) – Taylor Geo-Engineering, LLC (TGE) Geotechnical Review – Edelweiss Development Draper, Utah. Reports: (1) Geotechnical Investigation, Edelweiss, Draper, Utah, (2) Addendum to Geotechnical Investigation, Edelweiss Development, Draper, Utah (3) Geologic Hazards Investigation, Edelweiss Development, Draper, Utah, and (4) Clarification of Finalized Residential Pod Layout by IGES.
- D1-12 3/16/2015 (p. 427) – GeoStrata Review Response for Geologic Review Proposed Edelweiss Subdivision SunCrest Area, Draper, Utah (SBI Project No: 2-06-339) Report; Geologic hazards investigation, Edelweiss development, Draper, Utah prepared by IGES, Ingenieros, L.L.C. (project no: 385-001), dated November 01, 2007.
- D1-13 4/13/2015 (p. 586) – Great Basin Earth Science, Inc. (GBES) Project Memorandum, Review of Memorandum from GeoStrata, dated March 16, 2015: Review Response for

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- Geologic Review, Proposed Edelweiss Subdivision, SunCrest Area, Draper, Utah (SBI Project No: 2-06-339). Report; Geologic Hazards Investigation, Edelweiss development, Draper, Utah, prepared by IGES Ingenieros, L.L.C. (project no: 385-001) dated November 01, 2007.**
- D1-14 4/14/2015 (p. 590) – GeoStrata memorandum responding to the 4/13/2015 Project Memorandum prepared by GBES reviewing GeoStrata’s response to SBI’s 5/29/2008 review of IGES’ 11/1/2007 geologic-hazard investigation of the Edelweiss Development.**
- D1-15 6/17/2015 (p. 496) – GeoStrata Geotechnical Investigation Edelweiss Development Draper, Utah.**
- D1-16 7/3/2015 (p. 646) – GeoStrata Geological Hazards Assessment, Investigation Edelweiss Development, Draper, Utah.**
- D1-17 8/6/2015 (p. 849) – GeoStrata Response Locations Within GeoStrata Report for Geologic Review Proposed Edelweiss Subdivision SunCrest Area, Draper, Utah (SBI Project No: 2-06-339). Report; Geologic hazards investigation, Edelweiss development, Draper, Utah prepared by IGES, Ingenieros, L.L.C. (project no: 385-001), dated November 01, 2007.**
- D1-18 8/6/2015 (p. 868) – GBES Geologic review Geologic Hazards Assessment, Edelweiss Development, Draper, Utah, prepared by GeoStrata (Job No. 385-001), dated June 17, 2015.**
- D1-19 8/6/2015 (p. 882) – IGES (Intermountain GeoEnvironmental Services, Inc.) geotechnical review of GeoStrata Geotechnical Investigation, Edelweiss Development, Draper, Utah dated 7/3/2015.**
- D1-20 9/8/2015 (p. 889) – GeoStrata’s response to GBES’ review comments on their geologic-hazard assessment for the Edelweiss development.**
- D1-21 10/8/2015 (p. 965) – GBES’ review of GeoStrata’s responses to GBES’ review comments on GeoStrata’s 7/3/2015 geologic-hazard assessment for the Edelweiss Development.**
- D1-22 10/26/2015 (p. 973) – GeoStrata’s response to GBES’ response to GeoStrata’s response to GBES’ review comments on GeoStrata’s geologic-hazards assessment of the Edelweiss development.**
- D1-23 10/29/2015 (p. 982) – GeoStrata summary of a scoping meeting held on 10/28/2015.**
- D1-24 1/21/2016 (p. 1) – GeoStrata’s presentation of the new data obtained from trenching and material testing performed on the Edelweiss property as per the scope of work outlined in the GeoStrata 10/29/2016 scoping meeting summary.**

***Edelweiss Appeal Panel
Final Report
6/23/2016***

D2 2/22/2016 (p. 1) GBES review comments on the new geologic and material strength data presented in the GeoStrata 1/21/2016 memorandum.

Affidavit of Posting

SALT LAKE/UTAH COUNTY, STATE OF UTAH

I, the City Recorder of Draper City, by my signature below, certify that copies of **Ordinance No. 1129** for the **City of Draper**, which **Passed and Adopted by the City Council of Draper City, State of Utah on the 18th day of November, 2014**, was posted at the following places: Draper City Bulletin Board, Salt Lake County Library, Draper Crescent Senior Citizens Center, within the municipality.

Posted: November 19, 2014, through December 8, 2014

City Seal



A handwritten signature in black ink, appearing to read "Rachelle Conner", written over a horizontal line.

Rachelle Conner, MMC
City Recorder
Draper City, State of Utah