

AMENDED DEVELOPMENT AGREEMENT
FOR THE SOUTH MOUNTAIN PLANNED UNIT DEVELOPMENT

THIS AMENDED DEVELOPMENT AGREEMENT (the "Agreement") is made and entered into as of the 28th day of December, 1999, by and between **DRAPER CITY**, a Utah municipal corporation, hereinafter referred to as the "City," and **SOUTH MOUNTAIN, L.C.**, a Utah limited liability company, hereinafter referred to as the "Developer."

RECITALS:

A. Developer is presently developing the South Mountain Planned Unit Development (the "Project") consisting of residential, commercial, transportation, school, recreation, civic uses and open space.

B. City and Developer have previously entered into a written Development Agreement dated September 6, 1994, which Development Agreement was subsequently amended by written agreement of the parties on March 28, 1995, and May 23, 1995 (the "Development Agreement"). The Development Agreement sets forth certain requirements for development of the Project in addition to the ordinances, rules and regulations of the City governing the development of real property within the City.

C. A Master Plan and Development Guidelines for the Project were previously approved by the City Council as part of the Development Agreement. The parties hereto desire to amend the Development Agreement (including the Master Plan and Development Guidelines for the Project) as more particularly set forth herein with regard to the remaining undeveloped phases of the Project.

D. Except as otherwise set out in this Agreement, the remaining undeveloped phases of the Project (the "Remaining Phases") and their development are subject to and shall conform with all of the City's Existing Land Use Regulations.

E. The parties hereto are entering into this Agreement to set forth their respective understandings and responsibilities with regard to the Remaining Phases of the Project, the Town Center commercial area, and the commercially zoned area located between the UTA right-of-way and Highland Drive immediately east of Phase 2E (the "Commercial Triangle"), and to resolve differences which have previously arisen between the parties with respect to the Project and development of the same.

F. 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.

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AGREEMENT

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

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

2. **Existing Development Agreement.** Except as otherwise provided herein, this Agreement shall supersede the Development Agreement and shall govern and be binding upon all portions and/or phases of the Project which shall be developed hereafter. The Development Agreement shall continue to govern Phase 1 (excepting the commercial Town Center parcels in Phase 1), Phase 2 (excepting the Phase 2F commercial Town Center parcels), and Phase 3 (excepting Phase 3B-2) of the Project and the golf course parcels.

3. **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.

3.1 **Commercial Sites** means those portions of the Project zoned with a commercial zoning designation, excluding the golf course club house parcel.

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

3.3 **Developer** means South Mountain, L.C., and/or, as applicable, any Successor Developer and their respective assigns and successors in interest.

3.4 **Development Standards** means those certain development standards attached hereto as Exhibit "A" and more particularly described in Section 6 hereof.

3.5 **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.

3.6 **Land Use Regulations** means laws, statutes, ordinances, codes, resolutions, rules, regulations, approvals, permits of every kind and character, programs, and official policies and actions of 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, development approvals granted by the City and the terms and conditions contained in such approvals, Design Guidelines, the City's General Plan, the City's Development Standards and Public Improvement Specifications, specific plans, zoning ordinances, development moratoria and growth management and phased development programs, and ordinances

establishing development exactions. The term "Land Use Regulations" does not include, however: regulations relating to the conduct of business, professions, and occupations generally; taxes and assessments other than development exactions; regulations for the control and abatement of nuisances; encroachment and other permits and the conveyances of rights and interests that provide for the use of or entry upon public property; and any exercise of the power of eminent domain.

3.7 Major Projects Review Team means a committee of legal, land use planning, engineering and architectural consultants appointed by the City to facilitate the expeditious preparation and review of the South Mountain Project Build Out Plan, Development Standards and other necessary documents essential to the Project and for which Developer has agreed to pay extraordinary costs.

3.8 Project means the South Mountain Planned Unit Development developed or to be developed within the Project Area.

3.9 Project Area means that area within the City located within those boundaries more particularly described in Exhibit "B" attached hereto and by this reference made a part hereof.

3.10 Project Build Out Plan means the plans, specifications and amended South Mountain Subdivision Master Plan for Phases 3B-2, 4, 5, 6, 7, 8, 9, 10, 11 North, 11 South, 12, 13, 14 and Rambling Road Phase 2 attached hereto as Exhibit "C" and by this reference made a part hereof.

3.11 Remaining Phases means Phases 3B-2, 4, 5, 6, 7, 8, 9, 10, 11 North, 11 South, 12, 13, and 14 of the Project, which phases constitute all of the remaining residential phases that Developer shall be allowed to develop within the Project Area. The location and configuration of the Remaining Phases are more particularly described in the Project Build Out Plan.

3.12 Sensitive Slope[s] means those slopes of thirty percent (30%) or more, as defined in the City's Hillside Overlay District Ordinance and the policies of the City interpreting such Hillside Overlay District as set forth and identified in the Project Build Out Plan and the Development Standards, which (except as otherwise specified herein) shall not be developed or disturbed in connection with the Project.

3.13 Successor Developer means any person or entity developing one or more Remaining Phases of the Project.

4. **Future Project Development.** Pursuant to the Development Agreement, the Project has been and is being developed as a planned unit development incorporating mixed uses including varied residential products, transportation elements, schools, churches, recreation sites, civic uses and open space. The Project presently includes residential clusters along the hillside within the

Project Area, a public eighteen-hole golf course with club house and a variety of other public amenities. The Commercial Sites located within the Project are presently zoned for commercial uses. Development of the commercial Town Center parcels in Phases 1 and 2F shall be governed by the Development Standards. The Commercial Triangle shall be developed in accordance with standards yet to be prepared by the Developer and approved by the City. The Remaining Phases constitute all remaining residential phases to be developed within the Project and shall be developed in accordance with the Development Standards and the Project Build Out Plan.

5. **Regulation of Development.**

5.1 **Recognition and Acceptance of Previous Development Permits and Approvals from City.** The City and the Developer hereby acknowledge and agree that the Project is being developed as a planned unit development and that Developer has previously received various approvals in connection with the development of the Project, including, without limitation, preliminary and final plat approvals, conditional use permits, re-zonings, and building permits. City recognizes and accepts the continuing validity of those building permits and development approvals issued prior to the date hereof except for the prior final approval of Phase 3F which has expired and is of no further force or effect.

5.2 **Vested Rights - Development Pursuant to Project Build Out Plans.** Developer shall have the vested right to have preliminary and final plats approved and to develop and construct the Remaining Phases of the Project subject to compliance with the Development Standards and the Project Build Out Plan attached as Exhibits "A" and "C" hereto (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 September 6, 2006, with the option on the part of Developer to extend such vested rights for an additional two (2) years if the terms of this Agreement have been substantially complied with and Developer is proceeding with reasonable diligence in the development of the Project and the Remaining Phases. For purposes of this Section, "proceeding with reasonable diligence" shall mean that ten percent (10%) of the remaining public improvements to be constructed within the Project Build Out Plan at that point in time that is twelve (12) months prior to the exercise of said option have been installed within the preceding twelve (12) months immediately prior to the exercise of said option to extend the vested rights. The land use regulations applicable to and governing the development of the Project shall be the Existing Land Use Regulations, 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. Notwithstanding the above, all development of the Project and any phases thereof shall be subject to and comply with any future amendments or changes to the Uniform Building Code, American Association of State Highway Transportation Official (AASHTO) standards (except grade, right-of-way width, horizontal and vertical curvature, intersection approach standards and design speeds as delineated in the Development Standards) and American Waterworks Association standards, federal water quality regulations, as the City makes such changes or amendments based on any such standards, codes and/or regulations that may now or then be

applicable to the Project and any phase thereof. 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 and its successor developers and assigns 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.

5.3 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, such Land Use Regulations shall apply to the development of the Project only to the extent that (a) Developer has received prior written notice and the opportunity to be heard with respect to such proposed action, and (b) the application of such Land Use Regulations to the development of the Project is 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.

5.4 Required Compliance With Project Build Out Plan and Development Standards - Alternative Designs. Developer or a Successor Developer may submit applications for a Remaining Phase that reflect limited modifications to the Project Build Out Plan, such as the addition of an amenity facility or a 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 preliminary or final plat for a Remaining Phase of 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 Project Build Out Plan for such phase, Developer shall be entitled to such preliminary or final plat approval so long as the proposed design of the phase: (a) does not extend beyond the boundaries of the phase identified in the Project Build Out Plan; (b) does not encroach upon areas of non-disturbance identified in the Project Build Out Plan; (c) can be constructed in accordance with the reasonable application of City's modified engineering standards for hillside development reflected in the Development Standards and the application of reasonable engineering methodologies to address any subsurface conditions; and (d) does not vary from the Project Build Out Plan for such phase with respect to the (i) housing type or

form of ownership, (ii) setbacks or minimum lot sizes, or (iii) street widths and design criteria.

5.5 Compliance with Engineering Standards. Notwithstanding the vested rights granted in Section 5.2 hereof, Developer shall not be entitled to preliminary or final plat approval for any Remaining Phase if such preliminary or final plat cannot be constructed in accordance with the reasonable 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 Project Build Out Plan except to the extent actually required by City's modified engineering standards reflected in the Development Standards 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 in connection with the Project and the Development Agreement, represents a present exercise of its legislative discretion and approval of the number of dwelling units allowed in the Project Build Out 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 Remaining Phase cannot be constructed by reason of the application of this Section, Developer shall be entitled to develop such portion of the Remaining Phase as may be constructed in accordance with the requirements of this Agreement and the Development Standards.

5.6 Project Master Plan. The Master Plan for the Project Area (herein referred to as the "Project Area Master Plan"), was approved by the City Council at a public meeting of the City Council held on August 2, 1994, together with amendments approved by the City Council on May 21, 1996, and August 5, 1997, respectively. The Project Area Master Plan is attached hereto as Exhibit "D" and by this reference is made a part hereof as though fully set forth herein. To the extent that there is any deviation or inconsistency between the Project Area Master Plan and the Project Build Out Plan, the Project Build Out Plan shall constitute an amendment to the Project Area Master Plan which amendment is hereby consented to by the City Council and agreed to by Developer.

5.7 Zoning. This Agreement does not effect a zoning change with respect to any portion of the Project Area and the zoning of the Project is as presently set forth on the City's Zoning Map dated December 22, 1999. The City has determined that the Project Build Out Plan is in accordance with the present zoning of the Project Area. The City will not object to applications for commercial development in the remaining commercial Town Center area on the basis of the City's December 7, 1999, rezoning of a portion of the Town Center area.

6. Development Standards. In connection with this Agreement and in order to ensure a more orderly development of the Remaining Phases, the City and the Developer have prepared a set of Development Standards for the remaining portions of the Project which are attached hereto as Exhibit "A" and by this reference are made a part hereof. The Development Standards contain 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 Hillside Overlay District and other development regulations. The Development Standards also incorporate Ridge Line Development Guidelines for certain lots in the Remaining Phases, which lots are identified on the Project Build Out Plan. Finally, the Development Standards incorporate and/or refer to certain elements of the previously applicable Design Guidelines for the Project. Accordingly, with respect to the Remaining Phases and the commercial area of the Town Center, the Development Standards supersede the prior Design Guidelines for the Project and said Design Guidelines shall be of no further force or effect with respect to the Remaining Phases and the commercial area of the Town Center.

7. **Acknowledgment of Land Conveyances and Acceptance of Infrastructure Improvements.** Except as otherwise specified herein, the City acknowledges that Developer has fulfilled its obligations under the Development Agreement and all other approvals or requirements with regard to the dedication of certain property and/or the construction of the following infrastructure improvements required by the Development Agreement and Developer shall have no further obligations with respect to any of the following.

7.1 **Equestrian Center-Park.** City acknowledges that Developer has satisfied its obligation under Section 3.7 of the Development Agreement to convey a parcel of land at least twenty-two (22) acres in size for an Equestrian Center-Park (the "Equestrian Site") by reason of Developer's conveyance to City by Quit-Claim Deed on August 29, 1995. City further acknowledges that Developer has provided the following amenities in connection with the Development of the Equestrian Site: (a) initial grading of the Equestrian Site; (b) construction of a three-rail perimeter fence around the Equestrian Site; and (c) construction of a softball field and a two-acre playground. The City has previously accepted the Equestrian Site and the above-mentioned amenities in full and complete satisfaction of the requirements of Section 3.7 of the Development Agreement related to the Equestrian Center-Park. The Developer hereby releases any rights or interests in the Equestrian Site.

7.2 **Recreation Center.** City acknowledges that Developer has satisfied its obligation under Section 3.7 of the Development Agreement to convey an undeveloped parcel of land for construction of a Recreation Center (the "Recreation Site") by reason of Developer's conveyance to City of an approximately twenty-two (22) acre parcel by Warranty Deed on December 26, 1995. The City has previously accepted the Recreation Site in full and complete satisfaction of the requirements of Section 3.7 of the Development Agreement related to the conveyance of property for purposes of a Recreation Center.

7.3 **Nature Park.** City acknowledges that Developer has satisfied its obligation to convey a public park parcel of undeveloped land by reason of Developer's conveyance to the City of Lot C, South Mountain Phase 1 Subdivision Amended, by Quit-Claim Deed on August 29, 1995.

7.4 **Amphitheater.** City acknowledges that Developer has satisfied its obligation under Section 3.7 of the Development Agreement to convey an undeveloped parcel of land

at least five (5) acres in size for construction of an Outdoor Amphitheater (the "Amphitheater Site") by reason of Developer's conveyance to City of an approximately five (5) acre parcel by Warranty Deed on December 26, 1995. The City further acknowledges that Developer has constructed an amphitheater pursuant to a design and plan approved by City. The City has previously accepted the Amphitheater Site and the amphitheater constructed thereon in full and complete satisfaction of the requirements of Section 3.7 of the Development Agreement related to the Amphitheater Site and the amphitheater construction.

7.5 Highland Drive. The City acknowledges that Developer has satisfied its obligation under Section 4.1.1 of the Development Agreement to dedicate a right-of-way one hundred twenty (120) feet wide and traversing the Project Area for the construction of Highland Drive (the "Highland Drive ROW") by reason of Developer's dedication to City by the Phase 1 Subdivision Plat, as amended. The City further acknowledges that Developer has constructed two lanes of said Highland Drive. The City hereby accepts the Highland Drive ROW and the constructed lanes of Highland Drive in full and complete satisfaction of the requirements of the Development Agreement related to the construction of Highland Drive and the dedication of the Highland Drive ROW.

7.6 UTA Undercrossing-1300 East. The City acknowledges that Developer has satisfied its obligation under Section 4.1.1 of the Development Agreement to construct the UTA Undercrossing located at approximately 1300 East (the "1300 East Undercrossing") pursuant to that certain UTA Undercrossing Agreement between City and the UTA dated July 27, 1994, and the Assumption Agreement between City and Developer dated July 26, 1994, and that Developer has constructed the 1300 East Undercrossing. The City hereby accepts the 1300 East Undercrossing in full and complete satisfaction of the requirements of Section 4.1.1 of the Development Agreement related to the construction of the 1300 East Undercrossing.

7.7 UTA Undercrossing-300 East. Except for construction of the street traversing thereunder, the City acknowledges that Developer has satisfied its obligation under Section 4.1.1 of the Development Agreement to construct the UTA Undercrossing located at approximately 300 East (the "300 East Undercrossing") pursuant to that certain UTA Undercrossing Agreement between City and the UTA dated June 11, 1997, and the Assumption Agreement between City and Developer dated June 10, 1997, and that Developer has constructed the 300 East Undercrossing. The City hereby accepts the 300 East Undercrossing in partial satisfaction of the requirements of Section 4.1.1 of the Development Agreement related to the construction of the 300 East Undercrossing. Subject to the City obtaining the necessary right-of-way, the Developer agrees to hereafter complete construction of the street traversing under and through the 300 East Undercrossing and southerly therefrom to and including Vestry Road immediately upon request by the City to do so. Construction shall be in accordance with plans and specifications previously approved by the City Engineer. The City will consider adopting a pioneering agreement regarding allocation of the costs of public improvements in 300 East to Vestry Road benefitting third party property owners adjacent thereto.

7.8 Conservation Easement (Golf Course). The City acknowledges that Developer has partially satisfied its obligations under the Development Agreement to preserve certain open space pursuant to easements and dedications by reason of Developer's grant of a Conservation Easement and Reservation of Rights, dated on or about October 22, 1996 (the "Conservation Easement"), to City which has been developed as a publicly played golf course and subsequently sold to Salt Lake County.

7.9 Infrastructure Improvements for Phases 1, 2A, 2B, 2C, 2D, 2E, 3A, 3B, 3C, and 3E. The City acknowledges that Developer has satisfied its obligation under the Development Agreement and those certain Improvements Agreements listed in Exhibit "E" attached hereto and by this reference made a part hereof, to construct improvements in connection with the development of Phases 1, 2A, 2B, 2C, 2D, 2E, 3A, 3B, 3C, and 3E, including, without limitation, roads, sidewalks, curb and gutter, storm water retention systems, culinary water, trails, and landscape improvements. Except as provided in Section 7.6 hereof, the City hereby accepts said improvements in full and complete satisfaction of the requirements of Section 4.1.1 of the Development Agreement and all requirements set forth in the Development Guidelines for the Project related to the construction of said improvements. The City further acknowledges that Developer has no responsibility for the completion of infrastructure or other public improvements within Phases 2F and 3D of the Project because said phases were and are being installed, constructed, and separately bonded for by the respective entities constructing Phases 2F and 3D. Developer hereby represents that such entities are not in any way related to Developer.

8. Project Wide Application of the City's Hillside Ordinance.

8.1 Project-Clustered Development. The City acknowledges that development within the Project is being clustered into the phases of the Project, and that such clustered development promotes and furthers the objectives of the City's Hillside Overlay District by focusing development within the clusters and permitting the preservation of open space, natural vegetation, geologic features, and wildlife habitat within other areas of the Project.

8.2 Application of the City's Hillside Overlay District Ordinance to Remaining Phases. In connection with the development and preparation of the Project Build Out Plan, City and Developer have reviewed the Remaining Phases of the Project proposed for development by Developer and have identified those Sensitive Slopes that may not be developed or disturbed in connection with the construction of the Remaining Phases. To the extent possible, the boundaries of the Remaining Phases have been drawn so as to limit the encroachment upon such Sensitive Slopes. Some Sensitive Slopes, however, are located within the boundaries of the Remaining Phases. All such Sensitive Slopes located within any Remaining Phase may be developed unless such Sensitive Slopes are included within the boundaries of a limit of disturbance. The City Council has determined that development of Sensitive Slopes included within the boundaries of a Remaining Phase that are not within the boundaries of a limit of disturbance: (a) will not result in significant harm, including harm to native vegetation; and (b) results in a more functional and improved plan for the respective

Remaining Phases and the Project as a whole. In accordance with the proposed build-out of the Remaining Phases, an acceptable grading and erosion control plan shall be filed with the City by Developer to protect such slopes against any harm that may be caused by development of such slopes, including acceptable cut and fill slopes contemplated in the Project Build Out Plan. Accordingly, City will not reject any preliminary or final plat application submitted by Developer for a Remaining Phase which is consistent with the approved Project Build Out Plan on the ground that it affects a thirty percent (30%) or greater slope area or that it results in the destruction of native vegetation or the alteration or elimination of significant geological features so long as the proposed development does not physically disturb those Sensitive Slopes included within a limit of disturbance and satisfactorily addresses subsurface/geotechnical conditions which may be identified hereafter.

9. **Processing of Development Applications.**

9.1 **Concept Plan Review Satisfied.** Approval by the City of the Project Build Out Plan shall be deemed to have satisfied the requirements of the Existing Land Use Regulations for review of a Concept Plan by the City for purposes of the Remaining Phases. So long as Developer submits applications for preliminary and final plat approval within the time periods specified in Section 5.2 hereof, Developer shall not be required to have the Concept Plan approval re-approved or extended.

9.2 **Submission of Preliminary Plats, Drawings.** Developer shall prepare and submit to the City for its review and approval preliminary plats together with the appropriate drawings and all other supporting documents for each Remaining Phase of the Project as required under the Existing Land Use Regulations. Upon receipt of a complete preliminary plat application, the City Staff will review the application for completeness, conformity with the Existing Land Use Regulations, this Agreement, the Development Standards, the Project Build Out Plans and subsurface/geotechnical conditions and prepare a report. The report and application will be forwarded to the Planning Commission and City Council, which will thereupon review the preliminary plats submitted for approval for each phase, and grant approval provided the application complies with the Development Standards and the Project Build Out Plan. Developer shall pay any required application fees or other required fees to the City in connection with review and approval of preliminary plats for each phase of the Project. A preliminary plat approval shall be effective for the period provided in the Existing Land Use Regulations. No preliminary plats will be reviewed or processed by the City for Phases 6, 9, 10 and 14 prior to submittal and review of the plat and plans for Rambling Road Phase 2.

9.3 **Submission of Final Plats.** The Developer shall prepare and submit to the City its application for final plat approval for each phase within six (6) months after the date preliminary plat approval is received from the City. The final plat for each Remaining Phase of the Project shall be reviewed by the City staff, Planning Commission and City Council. The Developer shall pay any required fees due and owing in connection with approval of the

final plat for each phase of the Project. In addition, the Developer shall submit to the City specific construction plans and specifications and grading and erosion control 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 Development Standards and reflected on the Project Build Out Plan. Following approval of the final plat and obtaining the required signatures thereon, the final plat for each Remaining Phase shall be recorded by the City in the office of the Salt Lake County Recorder. Developer shall provide security to the City in accordance with the Existing Land Use Regulations to insure the construction and installation of the development improvements, the revegetation of areas disturbed by construction and pay all inspection fees as required by the ordinances of the City.

9.4 Processing in the Ordinary Course. The City staff shall process Developer's completed applications for development and the Planning Commission and/or City Council, as applicable, shall schedule the same for public comment within a reasonable period of time and shall not unnecessarily delay such applications. If City determines for any reason that Developer's application for development is incomplete, City shall promptly notify Developer in writing of the alleged deficiency in Developer's application and provide Developer with a reasonable time period in which to supplement its application with the material requested by City. The City's notice to Developer will state with reasonable particularity the apparent deficiencies in the application and indicate whether the application may be supplemented within a stated time period without affecting the application's processing or whether the application must be resubmitted in its entirety.

9.5 Expedited Processing. Developer may on occasion request that the City expedite processing of an application for Development. The City agrees to consider such requests for expedited processing in good faith, and where determined appropriate by the City Manager, after advising the governing body, to expedite the City's review and approval process with respect to such development applications. In the event Developer requests the City to expedite processing of a development application or any plat, and in the event such request is approved by the City Manager, then in such cases the City will obtain outside consultants or pay overtime to regular staff ("Outsourcing") to perform any portion of the review of a development application or a plat in order to complete the review and processing within an expedited time frame mutually agreeable to Developer and the City Manager. If the City Manager determines in his sole discretion to utilize Outsourcing, the Developer will deposit in advance with the City the City's estimated cost differential between Outsourcing and routine in-house review of the application and/or plats, and upon completion of the Outsourcing services shall immediately pay or receive credit for any differential in the actual costs incurred by the City to obtain outside or overtime review of any submitted applications, plats, drawings and supporting materials. The City's obligation to complete the review process as outlined above for Outsourcing is subject to the Developer's submittal in a timely manner of a complete application including all of the necessary data, drawings and engineering that is required by the City to complete the review process.

9.6 Required Changes. If any revision or corrections of plats or plans already approved by the City shall be required by any other government agency, department or bureau having jurisdiction, or any lending institution involved in financing, the Developer and the City shall cooperate where appropriate to obtain mutually acceptable alternative plats or plans. The Developer shall have the sole duty and responsibility to obtain any needed approvals from any other governmental entities having any jurisdiction with respect to the Project.

10. Conveyance of Open Space and Public Use Property.

10.1 Water Tank Site. Concurrent with execution of this Agreement, Developer will deliver to City an executed and notarized Special Warranty Deed in the form attached hereto as Exhibit "F" conveying the Water Tank Site to City free from all encumbrances, except the Key Bank Trust Deed which Developer shall cause to be released within 30 days from the date of this Agreement. Said water tank site (excluding the areas occupied by the tank and a 100-foot buffer surrounding the tank for maintenance and protection purposes) shall be included and deemed an Open Space Parcel required of Developer.

10.2 Additional Open Space. Developer and City acknowledge and agree that additional land is to be conveyed to the City as open space by the Developer in connection with the development of the remainder of the Project (the "Open Space Parcels"). The amount of acreage to be included in such Open Space Parcels and the general location of the Open Space Parcels are identified on Exhibit "G" and, except to the extent previously conveyed to the City, shall be conveyed by Developer to City at the time of recording of the Remaining Phases of the Project. Developer may determine to convey some or all of the Open Space Parcels to City prior to the recording of the various Phases identified above. The Open Space Parcels shall be conveyed to City by Special Warranty Deed[s] in the form attached hereto as Exhibit "H." If, after conveyance of one or more Open Space Parcel[s] to City, Developer determines, in its reasonable discretion, that the boundary of such Open Space Parcel should be slightly expanded or reduced to conform to the boundary of another portion of the Project as designed, built, or modified, City shall execute such Special Warranty Deed[s] as are necessary to accomplish such boundary adjustment and to reconvey the required property to Developer. Notwithstanding the foregoing sentence, City shall not be required to convey any portion of an Open Space Parcel to accommodate a boundary adjustment in excess of 100 linear feet from the prior location of such boundary.

10.3 Public Use Property. In connection with the development of the Project, additional parcels of property and/or easements may be conveyed to City or utility service providers for the construction of public facilities or utility installations. The City and Developer shall cooperate in identifying acceptable locations within the Project for such facilities or installations and in obtaining such permits and approvals as are necessary to the construction of such facilities. If such facilities or installations are to be owned by City, Developer shall convey the property identified for such facilities pursuant to Special Warranty Deed[s] and/or easements in form satisfactory to the City.

11. **Conveyance and Addition of Property to Project.** The City agrees to convey to Developer that certain parcel of real property identified as the "Phase 11-South Parcel" in Exhibit "I" attached hereto free and clear of all monetary encumbrances but subject to existing matters of record except any liens, restrictions or encumbrances arising by or through the City. The Developer and City agree that the Phase 11-South Parcel shall be added to and be part of Phase 11 of the Project and that such real property shall be subject to the terms and conditions of this Agreement.

12. **Special Service Districts.** Developer hereby acknowledges that the cost of providing municipal facilities and/or services to the South Mountain Planned Unit Development, which is primarily a residential project, will substantially exceed the real estate tax revenues generated by the Project and that facilities and/or services may be provided for the Project, or portions thereof, through one or more special service districts formed by the City for the purpose of providing such facilities and/or services. Developer agrees to submit an appropriate petition for addition of the Little Valley area in Phase 11 to the Traverse Ridge Special Service District and not to protest or oppose the formation of one or more special service districts or other legal entities by the City which includes some or all of the Project Area. Nothing herein shall be construed as an agreement by the City to form a special service district or as obligating the City to form a special service district. Any services provided by the special service district, if formed, shall be paid for by the property owners and residents located within the special service district to ensure that the additional differential costs of providing such services or of providing increased levels of service, are paid for by the property owners and residents of the Project, including any portions thereof, rather than any other property owners and residents of the City located outside of the Project boundaries. Property owners and residents within the Project receiving municipal services from the City shall pay to the City the charges levied therefor by the City.

13. **Conditions, Covenants and Restrictions.** Prior to the recording of any final plat for any Remaining Phase of the Project, the Developer shall prepare and submit 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 Recorder concurrent with recording of the final plat for each Remaining Phase recorded hereafter. Concurrent with recording of the CC&R's, the Developer shall establish a homeowners association for each Remaining Phase to be developed hereafter for the purpose of preserving the quality of development within each Remaining Phase and maintaining common areas and facilities which may be delegated to the homeowners association pursuant to the CC&R's. The CC&R's shall establish the structure, procedures, authorities and remedies of the homeowners association, including rights to make assessments and to lien defaulting properties and lot/unit owners, provided, however, Developer shall have no obligation to operate or fund such homeowners' associations. 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 each Remaining Phase must comply with the same and be reviewed by the homeowners association to assure compliance.

14. **Payment of Fees.** The Developer and/or Successor Developers shall pay to the City in a timely manner all required fees for each Remaining Phase, or portions thereof if applicable, which are due or which may become due pursuant to the City's Land Use Regulations. 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. Developer and/or its successors and assigns agrees to pay all outstanding costs and fees charged by the City for the Major Projects Review Team with respect to the Project, which are presently \$61,877.78. One-tenth (1/10) of the outstanding costs and fees (\$6,188.00) shall be paid before recording of each of the next succeeding ten phases of the Project. However, the total outstanding amount plus interest at eight percent (8%) per annum shall be paid before December 31, 2002.

15. **Utilities and Infrastructure.** Developer shall install, or pay for installation by the appropriate entity, natural gas, underground electrical service, telephone, cable television, two 2-inch diameter vacant conduits and laterals to each lot, storm drain, flood control, sanitary sewer, and culinary water supply systems for each Remaining Phase of the Project when developed, together with off-site improvements required to serve the Project or any Remaining Phase thereof. Such installations shall be done according to the reasonable and customary design and construction standards of the utility providers and the City Engineer. Developer shall make arrangements with and shall comply with the requirements of the Salt Lake County Sewerage Improvement District to provide public sanitary sewer service to the Project and all phases thereof. All public improvements within each Remaining Phase of the Project shall be constructed and installed at the Developer's sole expense in accordance with the Existing Land Use Regulations. The City will provide culinary water from the City's water system currently under construction along Traverse Ridge Road to Remaining Phases 11 and 13 of the Project subject to payment of all required fees charged by the City.

16. **Construction Standards and Requirements.** Construction within the Project or any Remaining Phase thereof shall be conducted and completed in accordance with the Existing 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 Remaining Phase or portion thereof, 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 Remaining Phase of the Project, "as-built" drawings shall be provided to the City in Autocad digital format by the Developer without cost to the City. Improvements and landscaping for each Remaining Phase of the Project shall be constructed pursuant to the Existing Land Use Regulations and the Development Standards. The following requirements shall also apply:

16.1 **Security.** Developer shall provide the City with security in a form satisfactory to the City to guarantee the installation and completion of all public improvements and erosion control procedures necessary within any portion of the Project as required by the City in accordance with the Existing Land Use Regulations of the City. All required bonds must be in place before initiation of any construction.

16.2 Inspection by the City. The City may, at its option, perform periodic inspections of the improvement being installed and constructed by the Developer and its assigns or their 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, or Successor Developers, as the case may be, shall warrant the materials and workmanship of all public improvements to be dedicated to the City and installed within any Remaining Phase for a period of eighteen (18) months from and after the date of final inspection and approval by the City of the improvements in that phase. All erosion control and/or revegetation measures shall be warranted for thirty-six (36) months. Final City inspection and approval shall not be unreasonably withheld and written notice of acceptance or rejection (specifying the reasons for rejection) shall be provided to Developer within ten (10) business days after Developer's written request for final inspection. 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 will be performed by the City at the Developer's request for any Remaining Phase of the Project without advance arrangements being made with the City Manager for payment of costs of the same to the City.

16.3 Maintenance During Construction. During construction of the infrastructure for each Remaining Phase, the Developer or its assigns, as the case may be, shall keep such Remaining 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.

16.4 Studies May be Required. The City may require drainage studies, soil and geological studies to be submitted by the Developer or its assigns, as the case may be, prior to preliminary or final plat approval for any Remaining Phase of the Project.

16.5 Building Permits. No buildings or other structures shall be constructed within the Project or any Remaining Phase thereof without the party constructing such building or other structure first obtaining building permits therefor. Buildings shall be constructed with adequate fire protection water flows being available and operable.

16.6 Indemnification and Insurance During Construction.

16.6.1 Indemnification. During construction and until the date of acceptance (commencement of the warranty period) of the specific improvement by the City, Developer and any Successor Developers agree to indemnify and hold the City and its officers, employees, agents and representatives harmless from and against all liability, loss, damage, costs or expenses, including attorneys fees and court costs incurred or arising from or as a result of the death of any person or any accident,

injury, loss or damage whatsoever caused to any person or to the property of any person which: (a) shall occur within the phase of the Project where such improvement is being constructed or occur in connection with any off-site work done for or in connection with such phase; and (b) which shall be caused by any negligent acts of the Developer or any Successor Developer or their respective agents, servants, employees or contractors, provided that the Developer and any Successor Developers shall not be responsible for and such indemnity shall not apply to any negligent acts or omissions of the City or of its agents, servants, employees or contractors. In addition, the Developer and any Successor Developers 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 any Remaining Phase thereof or the construction of any improvements thereon, unless such change or construction was required in writing by the City. The Developer and any Successor Developer's 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.

16.6.2 Insurance. During the period from the commencement of work on the Remaining Phases of 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 or any Remaining Phase thereof, 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 or any Remaining Phase thereof to maintain adequate workers compensation insurance and public liability coverage.

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

17. 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 fire protection subject to the payment of all fees and

charges charged or levied therefor by the City and the availability of appropriate municipal revenues and further subject to Section 12 hereof regarding special service districts.

18. **Assignment.** Developer may from time to time and without the consent of the City, convey any or all of the Remaining Phases, except for Rambling Road Phase 2, in their entirety to a Successor Developer, together with the rights granted by this Agreement to develop one or more Remaining Phases 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 jointly and severally liable with Developer's assignee to perform all of the obligations under the terms of this Agreement which are specified 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 Area 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 of operating a commercial center for occupancy of buildings to be developed in the Project Area, or prohibit the Developer from leasing or selling a portion of the Project Area to one or more tenants or other user occupants for the purpose of erecting, constructing, maintaining and operating (or causing to be erected, constructed, maintained and operated) commercial improvements thereon. The provisions of this Section shall not prohibit the granting of any security interests for financing the acquisition and development of residential lots, commercial structures or other development parcels within the Project Area, 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 Remaining Phases, the assignee, for itself and its successors and assigns, 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 Area, 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 Area (or any portion thereof).

19. **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:

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

19.2 The right to withhold from Developer or any Successor Developer all further approvals, licenses, permits or other rights associated with the Remaining Phase(s) with

respect to which the default has occurred, except for permits associated with the improvement of lots sold by Developer or any Successor Developer in a completed phase of the Project until such default has been cured.

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

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

19.5 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.

20. **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: South Mountain, L.C.
Attn: Harry Hill
350 South 400 East, Suite 116
Salt Lake City, UT 84111

With a copy to: Parr Waddoups Brown Gee & Loveless
Attn: Robert A. McConnell, Esq.
185 South State Street, Suite 1300
Salt Lake City, UT 84111

To the City: Draper City
Attn: City Manager
12441 South 900 East
Draper, UT 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.

21. **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.

22. **Conflicts.** In the event any conflict arises between the provisions of this Agreement and the Development Standards, this Agreement shall be controlling. In the event any conflict arises between the Development Standards and the Build Out Plans, the Development Standards shall control.

23. **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 approvals. This Agreement is executed in four (4) duplicate originals, each of which is deemed to be an original.

24. **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.

25. **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.

26. **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.

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

28. **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.

29. **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.

30. **Recordation.** This Agreement shall be recorded against the undeveloped Remaining Phases of the Project which are located within the area which is described in Exhibit "J" 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 the Salt Lake County Recorder, State of Utah.

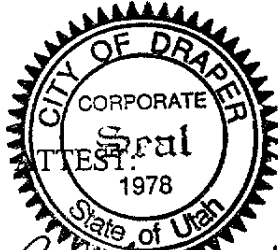
31. **Relationship.** Nothing in this Agreement shall be construed to create any partnership, joint venture or fiduciary relationship between the parties.

32. **Termination.** Notwithstanding anything in this Agreement to the contrary, it is hereby agreed by the parties hereto that in the event the Project, including all Remaining Phases thereof, is not completed on or before September 6, 2006, 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 or any Successor 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 or the Successor 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 or the Successor Developer at Developer's address set forth herein for notices or Successor Developer's last known address, whereupon the City shall be released from any further obligations under this Agreement, and the same shall be deemed termination.

33. **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 remaining undeveloped real property located within the area which is described in Exhibit "J" attached hereto and by this reference made a part hereof.

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

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



Barbara L. Sadler
City Recorder

"CITY"

DRAPER CITY

By: *Richard A. Allen*
Mayor

CITY ACKNOWLEDGMENT

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

On the 23rd day of December, 1999, personally appeared before me Richard D. Alsop, who being duly sworn, did say that he is the Mayor of **DRAPER CITY**, a municipal corporation of the State of Utah, and that the foregoing instrument was signed in behalf of the City by authority of its governing body and said Richard D. Alsop acknowledged to me that the City executed the same.

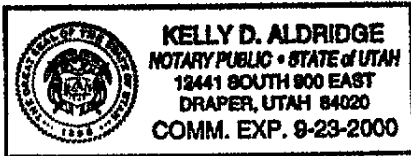
Kelly D. Aldridge
Notary Public

My Commission Expires:

Residing at:

9/23/00

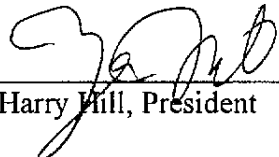
Salt Lake



"DEVELOPER"

SOUTH MOUNTAIN, L.C.

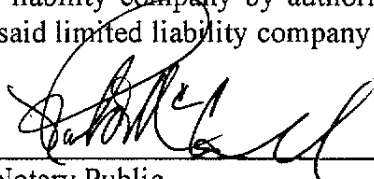
a Utah limited liability company
by its Managing Member
UNIHO U.S.A., INC.

By:  *President of Uniho USA*
AS Managing Member
Harry Hill, President

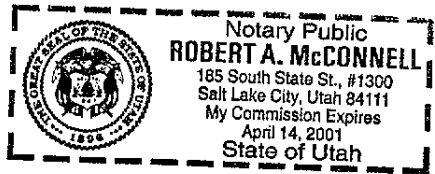
DEVELOPER ACKNOWLEDGMENT

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

On the 28th day of December, 1999, personally appeared before me Harry Hill, who being by me duly sworn did say that he is the President of **UNIHO U.S.A., INC.**, Managing Member of **SOUTH MOUNTAIN, L.C.**, a Utah limited liability company, and that the within and foregoing instrument was signed in behalf of said limited liability company by authority of its Articles of Organization and duly acknowledged to me that said limited liability company executed the same.


Notary Public
Residing at:

My Commission Expires:



BK8369PG5684

BK 8369 PG 5685

EXHIBIT "A"
Development Standards

South Mountain
Master Planned Community

DEVELOPMENT STANDARDS
FOR THE REMAINING PHASES

January 4, 2000

Prepared by

South Mountain LLC
350 South 400 East #207
Salt Lake City, Utah 84111
(801) 363-4270 Fax: (801) 363-2331

Approved by

City Council, Draper City, Utah
January 4, 2000

BK8369PG5687

SOUTH MOUNTAIN DEVELOPMENT STANDARDS
DRAPER CITY

SECTION 1 - PURPOSE

- 1.1 Enforcement. The purpose of these Development Standards is to provide the development criteria for the completion of the South Mountain project from this date forward and to ensure that the overall planning philosophy is carried out as each remaining phase of the development is built. Hence, these Development Standards become the regulatory mechanism to ensure that appropriate standards for South Mountain are applied. They shall provide a contractual agreement between the City and Owner, and their assigns, enforced by the City, establishing the applicable design requirements to be used on the Remaining Phases of the South Mountain project. These standards apply only to those portions and phases of South Mountain that are yet to be completed from this date forward. The original "South Mountain Design Guidelines," approved August 2, 1994, still apply to the already-developed residential Phases 1, 2, and 3 and the golf course, except as specifically modified herein.
- 1.2 Conflicts. All Construction within the Remaining Phases of South Mountain from this date forward shall comply with these Development Standards. If there is a conflict between the Amended Development Agreement, which includes these Development Standards, and City Laws, as defined in the Amended Development Agreement, the terms of the Amended Development Agreement shall control. If there is conflict between these Development Standards and the Build Out Plan as defined in the Amended Development Agreement, these Development Standards shall control. City regulations shall apply to all issues and standards that are not addressed and/or modified in these Development Standards. In order to resolve any ambiguity on the part of the Development Standards, as they may relate to City Laws, it is agreed that matters relating to health and safety only shall generally be interpreted in favor of City Laws and generally accepted engineering standards, while matters of a visual or aesthetic nature shall be interpreted in favor of the theme and standards contained in these Development Standards.
- 1.3 Beneficiary. These Development Standards inure to the benefit of South Mountain LLC and Draper City, and may only be amended upon mutual written consent of South Mountain LLC or its assigns and Draper City. These Development Standards are binding on any persons, entity, company, or firm which intends to engage in construction with South Mountain.
- 1.4 Specific Application.
- 1.4.1 The Land Use And Development Regulations in effect as of the date of the Amended Development Agreement shall be applicable except as added upon, superseded, or modified by these Development Standards.
- 1.4.2 The Hillside Overlay District Regulations in effect as of the date of the Amended Development Agreement shall be applicable except as added upon, superseded, or modified by these Development Standards.

1.4.3 The City of Draper Engineering Standards, Technical Specifications and Plans in effect as of the date of the Amended Development Agreement, shall be applicable except as added upon, superseded or modified by these Development Standards.

1.5 Definitions:

Amended Development Agreement means the "Amended Development Agreement For The South Mountain Planned Unit Development" dated January 4, 2000, by and between Draper City and South Mountain LC.

Building Construction Boundary (BCB) means the area within a lot, shown on the Build Out Plan by a thin black dashed line inside each lot boundary, designating the area in which structures may be placed. The BCB line is determined by minimum building setback requirements, any Limits Of Disturbance boundaries that impact a lot, and topographic and vegetation considerations on certain larger lots. Grading and landscaping may exceed the Building Construction Boundary. The BCB shall be shown and dimensioned on the final plat.

Building Height means the height of a building as defined in Section 209-H of the 1997 Uniform Building Code (UBC) and UBC Handbook.

Build Out Plan means the plans attached to the Amended Development Agreement as Exhibit C.

Design Guidelines means the "South Mountain Design Guidelines" dated September 21, 1994, approved August 2, 1994, and amended March 5, 1996, and August 29, 1996.

Development Agreement means the "Development Agreement" dated September 6, 1994, and amendments dated March 28, 1995, and May 23, 1995, by and between Draper City and South Mountain LC.

Development Standards means this document, as referred to in the Amended Development Agreement as Exhibit A.

Gated Community means a phase which, if so designated hereafter, may have a security entrance gate to provide a higher level of security within that designated phase. Such Gated Communities (phases) are subject to additional requirements beyond those requirements for non-gated phases.

Limit Of Disturbance means boundary lines shown on the Build Out Plan by a green dashed line designating those certain areas within a phase/plat which may not be disturbed in any manner, preserving native terrain and vegetation, except as provided elsewhere in these Development Standards.

Phase or Plat Boundary means the boundary of the phase or plat shown on the Build Out Plan by a black solid line designating the outer boundary of the phase/plat and limit of all construction except for offsite utilities, trails, and connecting roads, as shown or indicated on the Build Out Plan.

Story means a story of a building as defined in Section 220-S of the 1997 Uniform Building Code (UBC) and UBC Handbook.

SECTION 2 - DEVELOPMENT BUILD OUT

- 2.1 Planning Process. South Mountain is a Master-Planned Community developed on approximately 1,500 acres in the southern portion of Draper City. Designed to meet a variety of residential, commercial, and social needs, South Mountain has amended its Master Plan through a careful planning process. Extensive environmental, engineering, planning and architectural studies were performed and evaluated by South Mountain's management team and a team of highly qualified professionals representing Draper City. South Mountain is providing a variety of land uses which includes a town center, commercial areas, a variety of residential uses, parks, open space, golf course, schools, churches and other civic uses. The residential uses include products for young singles and newlyweds, young families, older families, empty nesters and retirees. The development is clustered to preserve large contiguous blocks of native open spaces.
- 2.2 Phasing. South Mountain is being developed in multiple phases in accordance with each phase of the Build Out Plan. The Amended Master Plan illustrates the location of each phase and incorporates the approved Build Out Plan. The order of construction and the number of phases under construction will be determined by the Master Developer or its assigns.
- 2.3 Hillside Compliance. South Mountain is a project located within the City's Hillside Overlay District. The Build Out Plan has been reviewed by the City and, to the extent possible with the information contained in the Build Out Plan, has been found to comply with Chapter 9-15 of the City Code, with the clarifications indicated on the approved Build Out Plan and in these Development Standards. South Mountain is designed to promote the goals of the Hillside Overlay District by preserving both natural and urban open spaces, geologic features, wildlife habitat, and, reducing the amount of disturbance, grading and earth work on the project through clustering of the developed areas represented by the Build Out Plan.

SECTION 3 - THE DEVELOPMENT PLAN

- 3.1 Planning Objectives. The planning objectives for the Remaining Phases of South Mountain are intended to accomplish the following:
- 3.1.1 Provide an aesthetic residential community of neighborhoods offering a variety of housing styles, sizes, and prices of quality design and value to the consumer.
- 3.1.2 Provide large blocks of open space, as depicted on the Master Plan, by clustering development within areas depicted by the Build Out Plan.
- 3.1.3 Utilize the view potential of the property.

- 3.1.4 Provide a common theme throughout the community utilizing common monumentation, lighting and signage.
- 3.1.5 Provide areas for an integrated trail system which will provide access throughout the community and to adjacent Traverse Mountain and regional trails.
- 3.1.6 Provide a central Commercial Town Center as a place of distinction for the community by way of design, architecture and landscaping.
- 3.1.7 Provide modified development and street standards appropriate for the site, terrain and intended market.

3.2 Land Uses. The Amended Project Master Plan has been approved by the City. The primary proposed land uses have been placed into three categories: 1) Residential; 2) Commercial; and 3) Open Space. Over the life of the Project, preliminary and final plats will be submitted consistent with applicable zoning, Project Master Plan, and approved Build Out Plan.

3.2.1 Residential Uses. Land zoned and designated on the Master Plan for residential uses shall include a wide range of residential types.

3.2.1.1 Number Of Dwelling Units. The approved number of residential dwelling units in each Remaining Phase will not exceed the number approved for each residential phase as indicated in Section 6 of these Development Standards. As each plat records, there will be sufficient land conveyed to maintain a constant ratio of dwelling units to acreage consistent with the approved Build Out Plan and the terms of the Amended Development Agreement. Prior to recording the last plat for the project, all remaining open space, if any, as shown on the Amended Master Plan shall be conveyed to the City.

3.2.1.2 Re-subdividing. All subdividing of the Remaining Phases shall follow the regulations of Draper City, the Amended Development Agreement and these Development Standards.

3.2.1.3 Allowable Uses. Allowable Uses in the Residential areas may include the following types, subject to obtaining any required Conditional Use Permit and meeting other City requirements.

3.2.1.3.1 All types of permanent residences including attached and detached dwellings.

3.2.1.3.2 Garages, accessory buildings, structures, and uses related and ancillary to residential uses.

3.2.1.3.3 Fences, walls, and trellises.

- 3.2.1.3.4 Street signs, entry monuments, directional signs, and temporary real estate signs.
- 3.2.1.3.5 Swimming pools and other recreational structures and amenities.
- 3.2.1.3.6 Public parks, playgrounds, athletic fields, trails, and other open space uses.
- 3.2.1.3.7 Public or quasi-public facilities, including schools, churches, and utility facilities.
- 3.2.1.3.8 Home occupations.

3.2.2 Commercial Uses. Land zoned and designated on the Master Plan for commercial uses shall be used to provide commercial facilities with uses allowed in accordance with Draper City's C-2 zone, subject to obtaining any required Conditional Use Permit and meeting other City requirements.

3.2.3 Open Space Uses. A major element and benefit of the project is the large network of open space that is being left in its existing natural state. Those areas depicted on the Master Plan as Open Space shall not be developed for residential or commercial uses. All of the designated Open Space shown on the Build Out Plan outside individual Phase boundaries will be conveyed to the City as described in the Amended Development Agreement. Some remnant parcels of open space within the boundaries of individual Phases may not be conveyed to the City, but may instead be owned and maintained by the Phase homeowner's association.

3.2.3.1 Remnant Parcels. Open space to be conveyed to the City shall be designated and configured in large contiguous blocks whenever possible, and in such a manner as to avoid creation of small or irregular remnants which are not accessible or usable. There shall be no City owned remnant parcels less than ½ acre in area unless specifically requested by the City.

3.2.3.2 Open Space Uses. Open Space Uses are restricted except as allowed according to the following provisions. Depending on the specific location and subject to City approval, uses in Open Space may include the following:

- 3.2.3.2.1 Trails and trail heads for equestrian, bicycle, roller blading and pedestrian use (non-motorized).
- 3.2.3.2.2 Scenic overlooks.
- 3.2.3.2.3 Equestrian facilities accessory to trail use excluding any roofed structures.
- 3.2.3.2.4 Maintenance roads.

- 3.2.3.2.5 Utility easements.
- 3.2.3.2.6 Buried utilities.
- 3.2.3.2.7 Underground water tanks.
- 3.2.3.2.8 Water reservoirs.
- 3.2.3.2.9 Pump stations.
- 3.2.3.2.10 Drainage Facilities.
- 3.2.3.2.11 Utility sub-stations.
- 3.2.3.2.12 Playgrounds.
- 3.2.3.2.13 Play fields and ball fields.
- 3.2.3.2.14 Pavilions with restrooms.
- 3.2.3.2.15 Swimming pools and other recreation structures and facilities.
- 3.2.3.2.16 Nature interpretive centers, botanical and other gardens.

SECTION 4 - SPECIAL EXCEPTIONS

- 4.1 Notwithstanding any language contained in the South Mountain Amended Development Agreement, Build Out Plan, or these Development Standards, special exceptions to City ordinances or these Development Standards may be granted by the City Council or its designee, upon finding that no significant harm will result from granting the Special Exception.
- 4.2 Special Exceptions are distinct from the criteria for variances under State law, and are subject to the following standards of review and findings:
 - 4.2.1 The Special Exception complies with the purposes and intent of the South Mountain Build Out Plan and is compatible with the objectives of these Development Standards and is based upon the Special Exception's site-specific application and the circumstances and constraints unique to the site.
 - 4.2.2 The Special Exception constitutes an appropriate balancing of health, safety, aesthetic and general welfare objectives and the specific facts and conditions that justify the Special Exception.

SECTION 5 – COMMERCIAL PHASES SPECIFIC SPECIAL STANDARDS

This section sets standards specific to each commercial phase indicated.

5.1 Phase “Commercial Triangle.”

5.1.1 This phase may have multiple lots as various commercial uses require.

5.1.2 The phase development area is approximately 21.0 acres

5.1.3 This phase is subject to regulations of Draper City in effect at the time of development and development standards to be agreed upon by the City and developer prior to issuance of any permits.

5.2 Phase “Commercial Town Center.”

5.2.1 Design Intent. The Commercial Town Center is designed to meet the following objectives:

5.2.1.1 To create a mixed-use village environment which emphasizes pedestrian circulation and attractive civic spaces including streets, squares, greens and parks, with a unique sense of community and identity.

5.2.1.2 To reduce dependence on the automobile by providing living, shopping, employment and recreational opportunities within a walkable, pedestrian oriented, compact, mixed-use village center.

5.2.1.3 To encourage architectural styles and themes which reflect the scale, details, massing, and ornamentation characteristics of traditional villages.

5.2.1.4 To encourage the creation of a principal street with broad sidewalks and public spaces for a variety of commercial, civic, outdoor and community activities.

5.2.1.5 To encourage dispersed parking spaces, the sharing of parking, and to discourage large parking lots and paved areas.

5.2.1.6 To encourage the provision of affordable housing through a greater diversity of housing types.

5.2.1.7 It is recognized that the village character requires the encouragement of on-street and shared parking; pedestrian and bicycle paths; and a mix of uses within a single building or group of buildings.

5.2.2 General.

5.2.2.1 This phase may have multiple lots as various commercial uses require.

5.2.2.2 The phase development area is approximately 19.0 acres.

5.2.2.3 The general layout and spirit of the Master Plan shall be followed when proposing site designs within the Commercial Town Center.

5.2.3 Uses. It is anticipated that land uses in the Commercial Town Center will include the following and other similar uses, subject to obtaining required City approvals:

5.2.3.1 Commercial retail stores

5.2.3.2 Commercial office buildings

5.2.3.3 Convenience Store including gas station, limited to one in the Commercial Town Center

5.2.3.4 Mixed-use buildings

5.2.3.5 Civic buildings including private schools, daycare, churches, mass transit, fire station, and library

5.2.3.6 Financial establishments with drive-thru facilities

5.2.3.7 Restaurants without drive-in facilities

5.2.3.8 Sidewalk cafes

5.2.3.9 Craft studios and shops including antique shops

5.2.3.10 Movie or live stage theaters

5.2.3.11 Outdoor shops/seasonal shops

5.2.3.12 Inns and bed & breakfasts

5.2.3.13 Residential above ground-floor commercial uses

5.2.3.14 Customary accessory uses including parking

5.2.4 Site Design.

5.2.4.1 Site Organization. The organization of buildings, streets, drives, parking areas, walks, service areas, and other site components shall have a functional, safe, harmonious relationship, and be compatible with existing site features and adjacent areas.

5.2.4.2 Alignment of Buildings. Alignment of the major building axis shall be to the prevailing orientation of adjacent buildings.

- 5.2.4.3 Stories & Uses. Buildings in the Commercial Town Center shall be a minimum of 2 stories and a maximum of 4 stories, which shall include usable attic area under the pitched roof. Uses in the first story will be limited to commercial purposes. Upper floors may be used for commercial or residential purposes.
- 5.2.4.4 Side Setbacks. Side Setbacks from adjacent buildings shall recognize and complement symmetrical spacing between rows of buildings.
- 5.2.4.5 Visual Areas. Visual Areas with focal points are encouraged.
- 5.2.4.6 Paths and Sidewalks. Walking paths or sidewalks shall be constructed to provide pedestrian access from Highland Drive to the Commercial Town Center.
- 5.2.4.7 Sketch Plan. Other than commercial lot D, before any building permits are issued for projects within the Commercial Town Center, a sketch plan for the Commercial Town Center must be submitted to and approved by the city. The sketch plan must show general building, street, plaza, and promenade locations and configurations and must show building heights, plantings, parking, and pedestrian circulation.

5.2.5 Building Architecture.

- 5.2.5.1 Theme. The Commercial Town Center shall consist of a consistent theme or combination of styles, architectural elements and details. All buildings shall relate generally to this established architectural theme, including signs, light posts, and other site elements. The architectural style, expressed in the various buildings and their architectural elements, shall be reminiscent of traditional or non-traditional styles such as: Colonial, Georgian, Federal, Neo-Classical and Victorian themes and Prairie and American Shingle style. All buildings shall be harmoniously related to each other and to the existing environment as well as to open spaces and other civic spaces. Consideration shall be given to orientation, architectural style, color and materials, pedestrian linkages, vehicular circulation, parking, lighting, and street furniture. Commercial, retail, and office buildings shall be designed to reflect the pedestrian scale of a traditional village. All retail buildings shall be connected, where possible, by continuous arcades, colonnades, canopies, and awnings.
- 5.2.5.2 Facades. All building facades within the Commercial Town Center shall be articulated with a base, a lower and upper facade, and capped with a cornice and/or a roof element. All visible building facades shall be brick, stone, finished masonry, wood or a combination thereof. All exposed building facades shall reflect the quality of finish exhibited through the Commercial Town Center design components and governed by these Development Standards. The proportion of the facade treatments (doors and windows) of a building establish a rhythm which is perceived by a person viewing the building. These proportions shall be considered in the design and construction of a building. The proportion of width

to height of doors and windows shall be, in general, one unit horizontal to two units vertical. All blocks in a defined urban space shall possess facades which are consistent in their design theme. Colors, textures, and/or materials may be consistent on all buildings in a block to reinforce continuity, harmony, unity, and balance. Where several store fronts are located in one building, they shall carry a unified theme and design treatment. The design of windows and door openings, materials, signs, and color will unify the façade. All store fronts shall have a consistent sill height approximately two feet above grade for display windows. Blank facades at the sides and rear of buildings are discouraged.

- 5.2.5.3 Roofs. Pitched roofs shall be the roof of choice in the Commercial Town Center. Roof shape (hip, flat, mansard or gable) and material shall be architecturally compatible with the rest of the building and should reflect the general pattern along the street. Roof style, pitch and materials shall be similar to neighboring properties. New roof materials or additions shall match existing roof materials. Low roof pitches are generally undesirable. All commercial buildings in the Commercial Town Center will have pitched roofs with a minimum slope of 5/12. Roof materials shall blend with the natural environment in color and texture.
- 5.2.5.4 Proportion. The relationship between the width and height of the front elevations of adjacent buildings shall be considered important within the design and construction or alteration of a building.
- 5.2.5.5 Materials. Materials for new construction shall be similar in color, texture and style. Acceptable colors of exterior use generally shall be medium light in shade or natural wood, such as cedar siding, stucco, dryvit, brick, or stone.
- 5.2.5.6 Architectural Elements. Architecture features, including but not limited to, cornices, windows, doors, and trim, shall be important elements of thematic style within the Commercial Town Center. Historic building styles shall be regarded as a reference for new buildings only. Details and architectural elements shall reinforce the established architectural themes and shall be included in the architectural drawings submitted for review.
- 5.2.5.7 All Sides Finished. All buildings, commercial, retail, office and residential shall possess 4 sides of detailed finish and shall not be one sided, in regard to finish detail.
- 5.2.5.8 Building Height and Siting. The location of buildings on a parcel shall provide an appropriate harmonious relationship to adjacent structures, view corridors, axes and focal points, in terms of height, setback and front yard.
- 5.2.5.9 Mechanical Equipment. Exterior mounted mechanical and electrical equipment, exposed to public view, shall be architecturally screened from view. Exposed roof vents and projections should be painted the same color as the roof and, where possible, located to rear of the building away from public view.

- 5.2.5.10 Building Massing and Scale. No building facade shall exceed four stories in height in a single plane. Useable space in the dormer areas is encouraged. Cornice lines along a street frontage shall be generally uniform. Human scale shall be achieved at ground level and along street frontages and entryways through the use of arcades, windows, porches, doors, columns, canopies, and details such as door trim, transoms, cornices, etc. Large single rectangular block buildings, with undifferentiated facades, especially with curtain walls, or large areas of glass are inappropriate. Massing shall be broken up through the use of dormered roofs, indentations, arcades and other design techniques.
- 5.2.5.11 Snow and Rain. Care shall be taken through the design of all buildings in the Commercial Town Center to provide for safe snow and rain shedding above all pedestrian areas.
- 5.2.5.12 Awnings and Shutters. Any awnings that may be installed shall be solid canvas, or other aesthetically compatible and durable material. Awning colors shall be compatible with exterior paint colors of the buildings along the street. All shutters that may be installed shall be compatible in color to the building in which they are found. All shutters shall be of metal, wood, or vinyl materials.
- 5.2.5.13 Ground Level Mechanicals. Compressors for central air conditioning units and heat pumps at ground level shall be screened by fencing or appropriate landscaping in such a way as to not block proper air circulation. Exterior units may be added or relocated only when they do not interfere visually and acoustically with neighbors and do not discharge hot air onto neighbor's property. Air conditioning units, including evaporative coolers, extending from windows are not allowed.
- 5.2.5.14 Antennas. Exterior antennas are not allowed. Satellite receivers must be screened by landscaping.
- 5.2.5.15 Chimneys and Metal Flues. Attic ventilators and turbines must match the siding or trim on the buildings if mounted on a gable end or painted to match the roof if placed on a roof. Mechanisms shall be located on the least visible side of the ridge. Large metal flues and chimney caps must be painted, and any vent through the roof shall be painted to match the roof color. Chimneys must be masonry or enclosed in the same material as the exterior of the building.
- 5.2.5.16 Windows and Doors. Windows should be multi-paned, and exterior doors should be paneled.
- 5.2.5.17 Porches. Porches and balconies are highly encouraged throughout the Commercial Town Center. It is envisioned that some buildings within the Commercial Town Center shall have porches or arcades and canopies.

5.2.5.18 Outdoor Storage. No outdoor storage shall be permitted.

5.2.5.19 Service Access. Access shall be provided on site to the rear of buildings to provide for trash removal, deliveries and parking.

5.2.5.20 Trash Receptacles. All trash receptacles shall be stored in enclosures and hidden from general view.

5.2.6 The Promenade and Plaza.

5.2.6.1 The Promenade. The Promenade is the paved pedestrian area in front of retail shops and commercial establishments which front on the Plaza. The design for the Promenade will be approved by the City and will include:

- a) Brick paving
- b) Trees and plantings
- c) Decorative lights
- d) Benches, trash receptacles, and other elements typically located on urban commercial/pedestrian streets

5.2.6.2 The Plaza. The Plaza is the open area in the middle of the Commercial Town Center which will be appropriately landscaped as an active urban gathering place with shaded areas, related street furniture and outdoor lighting. The Plaza shall be constructed in accordance with a Plaza Master Plan approved by the City.

5.2.6.2.1 Access To Plaza. The Plaza shall be open to the public. Each parcel or portion of the commercial buildings within the Commercial Town Center shall construct its respective portion of the Plaza along the entire front of the parcel, which will allow a seamless and continuous pedestrian flow across the property line. The Plaza shall be constructed in accordance with the approved Plaza Master Plan, which Plan shall be developed by the first commercial property owner to seek City approval for development of its parcel.

5.2.6.2.2 Access To Rear. Each parcel or portion of the commercial buildings within the Commercial Town Center shall provide pedestrian access to the back of each building.

5.2.7 Parking & Loading.

5.2.7.1 All parking lots and structures shall conform with Draper City requirements.

5.2.7.2 The City will consider, on a case-by-case basis, allowing up to 20% of the required parking to be on-street parking, not including Highland Drive.

5.2.7.3 Ninety degree and forty-five degree parking may be permitted on the street along the front face of commercial use buildings. This on-street parking shall be constructed by the developer of each parcel or portion.

5.2.7.4 One 8 foot x 4 foot loading dock for deliveries and pick-up shall be provided for every 30,000 SF of office or retail. It shall be accessible from a parking lane. Office buildings of less than 30,000 SF are not required to have loading areas.

5.2.8 Landscape.

5.2.8.1 Formal rows of large deciduous street trees shall be planted on each side of Town Center Drive and around the plaza approximately 50 feet on center. Street trees shall be a single species. Street trees in any hard surface areas in the Plaza and Promenade shall be in tree grates.

5.2.8.2 Raised planters may be included to allow opportunity for shrub and flower beds directly adjacent to buildings or as free standing elements in the Promenade.

5.2.8.3 Hedges shall be used in place of screen walls and fences.

5.2.8.4 Mulches or aggregates shall be earth tone in color.

5.2.8.5 All plant material shall be irrigated.

5.2.8.6 Attention shall be given to the quality of landscape treatment for all back and side yard landscapes as well as front.

SECTION 6 – RESIDENTIAL PHASES SPECIFIC SPECIAL STANDARDS

This section sets standards specific to each residential phase indicated.

6.1 Phase 3B-2.

- 1) This phase may have up to 2 lots.
- 2) The phase development area is approximately 1.6 acres excluding the access easement.
- 3) This phase is subject to acquisition of an appropriate access easement. Said acquisition is not the responsibility of Draper City. The minimum easement width shall comply to Draper City standards for private lanes.
- 4) Minor incursions into 30% slopes is allowed within the phase boundary as shown on the Build Out Plan

- 5) Building setbacks from the access lane shall be sufficient to provide adequate driveway lengths for sufficient turnaround area for fire apparatus.
- 6) A trail connection across the platted lots as shown on the Build Out Plan will be provided and constructed by the developer.
- 7) The minimum "Lot Area" shall be no less than 15,000 square feet. Minimum "Lot Frontage" does not apply. The minimum "Lot Width" shall be no less than 120 feet. The minimum "Lot Depth" shall be no less than 120 feet.
- 8) The minimum "Building Setbacks" are governed by the "BCB" lines on each lot and the RM zone district regulations whichever is greater (more restrictive).

6.2 Phase 4/5.

- 1) This phase may have up to 93 lots.
- 2) The phase development area is approximately 38.4 acres.
- 3) Disturbance and grading of minor incursions of 30% slopes within the phase boundary as shown on the Build Out Plan is allowed.
- 4) A trail connection from the cul-de-sac as shown on the Build Out Plan will be provided and constructed by the developer.
- 5) Approximately 25% of the area within the phase boundary will be extensively graded during the construction of the roads. The remaining area will be graded on an individual lot basis. Further delineation of these areas will occur at preliminary plat review
- 6) This phase will utilize "Public Local" streets with a right of way width of 50 feet as defined under Street Standards.
- 7) Where indicated on the Build Out Plan, dead end streets, either permanent cul-de-sacs or temporary dead end streets, serving more than 20 lots will be accessed by a "Public Residential Collector" with a right of way width of 50 feet as defined under Street Standards. Though a temporary dead end, the collector will allow adequate emergency access without a secondary access.
- 8) Lots 17 through 20, as numbered on the Build Out Plan, may be served by a private lane conforming to Draper City standards.
- 9) Road segments at intersections indicated on the Build Out Plan as "A," "B," and "C" will have reduced vertical approach transition lengths.
- 10) Street curves may have reduced horizontal radii of not less than 100 feet.
- 11) Street design may have a reduced design speed of 20 mph in conjunction with reduced posted speed limits.

- 12) The following lots, as numbered on the Build Out Plan, are subject to special "Ridgeline" requirements as defined under Ridgeline Standards; lots 52 through 58, 62, 63, 75, 76 and 90 through 93.
- 13) The minimum "Lot Area" shall be no less than 8,000 square feet, and must be able to contain the minimum "Building Envelope" area within the minimum "Building Setbacks"
- 14) The minimum "Building Envelope" shall be a rectangle of no less than 3,000 square feet with no one side of the rectangle being less than 50 feet in length.
- 15) The minimum "Lot Frontage" along the street right of way shall be no less than 40 feet. The minimum "Lot Width" shall be no less than 50 feet.
- 16) The minimum "Building Setbacks" are governed by the "BCB" lines on each lot, the RM zone district regulations, the "Ridgeline Standards" where applicable, and the UBC, whichever is greater (more restrictive).
- 17) A Home Owners Association shall be created to govern its internal affairs and enforce its specific CC&R's, acceptable to Draper City.

6.3 Phase 6.

- 1) This phase may have up to 100 lots.
- 2) The phase development area is approximately 24.2 acres.
- 3) Disturbance and grading of minor incursions of 30% slopes within the phase boundary as shown on the Build Out Plan is allowed.
- 4) The entire phase may be graded as development of this phase progresses in stages.
- 5) All internal streets shall be private and maintained by a Home Owners Association acceptable to Draper City.
- 6) A Home Owners Association shall be created to govern its internal affairs and enforce its specific CC&R's, acceptable to Draper City.
- 7) This phase will utilize "Private Local" streets with a right of way width of 32 feet as defined under Street Standards.
- 8) Road segments at intersections indicated on the Build Out Plan as "A," "B," and "C" will have reduced vertical approach transition lengths.
- 9) Street curves may have reduced horizontal radii of not less than 100 feet.
- 10) Street design may have a reduced design speed of 20 mph in conjunction with reduced posted speed limits and traffic calming design elements pursuant to "State Of The Art For Traffic Calming" published by ITE.

- 11) The minimum "Lot Area" shall be no less than 4,000 square feet.
- 12) The minimum "Building Envelope" shall be a rectangle of no less than 2,500 square feet with no one side of the rectangle being less than 40 feet in length.
- 13) The minimum "Lot Frontage" along the street right of way shall be no less than 35 feet. The minimum "Lot Width" shall be no less than 50 feet.
- 14) The minimum "Building Setbacks" shall be no less than as follows:

front yard	
to front porch;	12 feet
to main building line	15 feet
to garage	20 feet
to side of building on corner lots	15 feet
side yard, interior side	5 feet
rear yard	15 feet

6.4 Phase 7.

- 1) This phase may have up to 66 units.
- 2) The phase development area is approximately 15.0 acres.
- 3) The entire phase may be graded, excluding areas within the "Limits Of Disturbance" shown on the Build Out Plan, as development of this phase progresses in stages.
- 4) All internal streets shall be private and maintained by a Home Owners Association acceptable to Draper City.
- 5) A Home Owners Association shall be created to govern its internal affairs and enforce its specific CC&R's, acceptable to Draper City.
- 6) This phase will utilize "Private Local" streets with a right of way width of 32 feet as defined under Street Standards.
- 7) Road segments at intersections indicated on the Build Out Plan as "A" will have reduced vertical and horizontal approach transition lengths.
- 8) Street curves may have reduced horizontal radii of not less than 100 feet.
- 9) Street design may have a reduced design speed of 20 mph in conjunction with reduced posted speed limits and traffic calming design elements pursuant to "State Of The Art For Traffic Calming" published by ITE.
- 10) This phase is intended to be developed as Condominiums (attached townhomes) according to the Condominium Act of the State Of Utah. As such, minimum "Lot Area," "Building Envelope" area, "Lot Frontage," and "Lot Width" do not apply.

11) The minimum "Building Setbacks" shall be no less than as follows:

any portion of building from public street	20 feet
any portion of building from phase boundary line	20 feet
front yard from private streets	
to front porch;	12 feet
to main building line	15 feet
to garage	20 feet
to side of building on corner lots	15 feet
separation between buildings	per Uniform Fire Code

12) No building shall be more than 2.5 stories in height.

6.5 Phase 8.

- 1) This phase may have up to 24 lots.
- 2) The phase development area is approximately 12.7 acres.
- 3) Disturbance and grading of minor incursions of 30% slopes within the phase boundary as shown on the Build Out Plan is allowed, excluding those areas within the "Limits Of Disturbance".
- 4) This phase is accessed by a "Residential Collector" off from Rambling Road. Though a temporary dead end, the collector will allow adequate emergency access without a secondary access.
- 5) A Home Owners Association shall be created to govern its internal affairs and enforce its specific CC&R's, acceptable to Draper City.
- 6) If "Gated," this phase will utilize "Private Local" streets with a right of way width of 50 feet, otherwise, "Public Local" streets will be utilized with a right of way width of 50 feet as defined under Street Standards.
- 7) Road segments at intersections indicated on the Build Out Plan as "A" will have reduced vertical approach transition lengths.
- 8) Street curves may have reduced horizontal radii of not less than 100 feet.
- 9) Street design may have a reduced design speed of 20 mph in conjunction with reduced posted speed limits, and traffic calming design elements pursuant to "State Of The Art For Traffic Calming" published by ITE.
- 10) The minimum "Lot Area" shall be no less than 9,000 square feet.
- 11) The minimum "Building Envelope" shall be a rectangle of no less than 3,500 square feet with no one side of the rectangle being less than 40 feet in length.

- 12) The minimum "Lot Frontage" along the street right of way shall be no less than 40 feet. The minimum "Lot Width" shall be no less than 50 feet
- 13) The minimum "Building Setbacks" are governed by the "BCB" lines on each lot, the RM zone district regulations and the UBC, whichever is greater (more restrictive).

6.6 Phase 9.

- 1) This phase may have up to 87 lots.
- 2) The phase development area is approximately 27.0 acres.
- 3) Disturbance and grading of minor incursions of 30% slopes within the phase boundary as shown on the Build Out Plan is allowed, excluding areas within the "Limits Of Disturbance" affecting lots 17 through 21. The 30% slope affecting lots 25 through 35 is manmade and therefore exempt from protection and may be extensively regraded.
- 4) This phase will utilize "Public Local" streets with a right of way width of 50 feet as defined under Street Standards.
- 5) Street curves may have reduced horizontal radii of not less than 100 feet.
- 6) Street design may have a reduced design speed of 20 mph in conjunction with reduced posted speed limits and traffic calming design elements pursuant to "State Of The Art For Traffic Calming" published by ITE.
- 7) The minimum "Lot Area" shall be no less than 7,500 square feet.
- 8) The minimum "Building Envelope" shall be a rectangle of no less than 3,000 square feet with no one side of the rectangle being less than 40 feet in length.
- 9) The minimum "Lot Frontage" along the street right of way shall be no less than 40 feet. The minimum "Lot Width" shall be no less than 50 feet
- 10) The minimum "Building Setbacks" shall be no less than as follows:

front yard	
to front porch;	20 feet
to main building line	25 feet
to garage	25 feet
to side of building on corner lots	20 feet
side yard, interior side	5 feet
rear yard	20 feet

The "Limits Of Disturbance" line shall override rear yard setbacks on lots 17 through 21.

- 11) A Home Owners Association shall be created to govern its internal affairs and enforce its specific CC&R's, acceptable to Draper City.

6.7 Phase 10.

- 1) This phase may have up to 150 units.
- 2) The phase development area is approximately 16.0 acres.
- 3) The entire phase may be graded, excluding areas within the "Limits Of Disturbance" shown on the Build Out Plan, as development of this phase progresses in stages.
- 4) All internal streets shall be private and maintained by a Home Owners Association acceptable to Draper City.
- 5) A Home Owners Association shall be created to govern its internal affairs and enforce its specific CC&R's, acceptable to Draper City.
- 6) This phase will utilize "Private Local" streets with a right of way width of 32 feet as defined under Street Standards.
- 7) Road segments at intersections indicated on the Build Out Plan as "A" and "B" will have reduced vertical approach transition lengths.
- 8) Street curves may have reduced horizontal radii of not less than 100 feet.
- 9) Street design may have a reduced design speed of 20 mph in conjunction with reduced posted speed limits and traffic calming design elements pursuant to "State Of The Art For Traffic Calming" published by ITE.
- 10) This phase is intended to be developed as Condominiums (attached townhomes) according to the Condominium Act of the State Of Utah. As such, minimum "Lot Area," "Building Envelope" area, "Lot Frontage," and "Lot Width" do not apply.
- 11) The minimum "Building Setbacks" shall be no less than as follows:

any portion of building from public street	20 feet
any portion of building from phase boundary line	20 feet
front yard from private streets	
to front porch;	12 feet
to main building line	15 feet
to garage	20 feet
to side of building on corner lots	15 feet
separation between buildings	per Uniform Fire Code
- 12) No building shall be more than 2.5 stories in height.

6.8 Phase 11 North.

- 1) This phase may have up to 84 units.

- 2) The phase development area is approximately 14.0 acres.
- 3) The entire phase may be graded within the phase development boundary line shown on the Build Out Plan, as development of this phase progresses in stages.
- 4) All internal streets shall be private and maintained by a Home Owners Association acceptable to Draper City.
- 5) A Home Owners Association shall be created to govern its internal affairs and enforce its specific CC&R's, acceptable to Draper City.
- 6) This phase will utilize "Private Local" streets with a right of way width of 32 feet as defined under Street Standards.
- 7) Road segments indicated on the Build Out Plan as "A" may have grades up to 14%.
- 8) Street curves may have reduced horizontal radii of not less than 100 feet.
- 9) Street design may have a reduced design speed of 20 mph in conjunction with reduced posted speed limits and traffic calming design elements pursuant to "State Of The Art For Traffic Calming" published by ITE.
- 10) This phase is subject to special "Ridgeline" requirements under Ridgeline Standards, and all buildings shall be no more than 2.5 stories.
- 11) This phase is intended to be developed as Condominiums (attached townhomes) according to the Condominium Act of the State Of Utah. As such, minimum "Lot Area," "Building Envelope" area, "Lot Frontage," and "Lot Width" do not apply.
- 12) The minimum "Building Setbacks" shall be no less than as follows, subject to the "Ridgeline Standards" and/or UBC, whichever is greater (more restrictive).

any portion of building from public street	20 feet
any portion of building from phase boundary line	10 feet
front yard from private streets	
to front porch;	12 feet
to main building line	15 feet
to garage	20 feet
to side of building on corner lots	15 feet
separation between buildings	per Uniform Fire Code

6.9 Phase 11 South.

- 1) This phase may have up to 100 single-family lots and up to 40 townhouse units.
- 2) The phase development area is approximately 62.0 acres.

- 3) Disturbance and grading of 30% slopes within the phase boundary as shown on the Build Out Plan is allowed, excluding those areas within the "Limits Of Disturbance" boundaries.
- 4) A Home Owners Association shall be created to govern its internal affairs and enforce its specific CC&R's, acceptable to Draper City.
- 5) This phase will utilize "Public Local" streets with a right of way width of 50 feet as defined under Street Standards.
- 6) Where indicated on the Build Out Plan, a "Residential Collector" street, as defined under Street Standards, will be used to provide access into the cul-de-sac at the west end of the phase to serve lots 26 through 56. The collector will allow adequate emergency access without a secondary access.
- 7) The Condominium area, shown on the Build Out Plan, may utilize internally, "Private Local" streets with a right of way width of 32 feet as defined under Street Standards.
- 8) Road segments at intersections indicated on the Build Out Plan as "A" and "B" will have reduced vertical approach transition lengths.
- 9) The street section running between lots 25 and 58 may be reduced in width to 25 feet (TBC to TBC) to reduce disturbance of the 30% slope while still providing secondary access.
- 10) Street curves may have reduced horizontal radii of not less than 100 feet.
- 11) Street design may have a reduced design speed of 20 mph in conjunction with reduced posted speed limits, and traffic calming design elements pursuant to "State Of The Art For Traffic Calming" published by ITE.
- 12) The Condominium area is intended to be developed as Condominiums according to the Condominium Act of the State Of Utah. As such, minimum "Lot Area," "Building Envelope" area, "Lot Frontage," and "Lot Width" do not apply.
- 13) The minimum "Building Setbacks" within the Condominium area shall be no less than as follows:

any portion of building from public street	25 feet
any portion of building from phase boundary line	20 feet
front yard from private streets	
to front porch	12 feet
to main building line	15 feet
to garage	20 feet
to side of building on corner lots	20 feet
separation between buildings	per Uniform Fire Code
- 14) No building within the Condominium area shall be more than 3.5 stories in height.
- 15) The minimum "Lot Area" of single family lots shall be no less than 9,000 square feet.

- 16) The minimum "Building Envelope" shall be a rectangle no less than 3,000 square feet with no one side of the rectangle being less than 50 feet in length.
- 17) The minimum "Lot Frontage" along the street right of way shall be no less than 40 feet. The minimum "Lot Width" shall be no less than 50 feet.
- 18) The minimum "Building Setbacks" are governed by the "BCB" lines on each lot, the RM zone district regulations and the UBC, whichever is greater (more restrictive).
- 19) A Home Owners Association shall be created to govern it's internal affairs and enforce it's specific CC&R's, acceptable to Draper City.

6.10 Phase 12.

- 1) This phase may have up to 44 units.
- 2) The phase development area is approximately 6.0 acres.
- 3) The entire phase may be graded within the development boundary line established on the Build Out Plan.
- 4) All internal streets shall be private and maintained by a Home Owners Association acceptable to Draper City.
- 5) A Home Owners Association shall be created to govern its internal affairs and enforce its specific CC&R's, acceptable to Draper City.
- 6) This phase will utilize "Private Local" streets with a right of way width of 32 feet as defined under Street Standards.
- 7) Street curves may have reduced horizontal radii of not less than 100 feet.
- 8) Street design may have a reduced design speed of 20 mph in conjunction with reduced posted speed limits and traffic calming design elements pursuant to "State Of The Art For Traffic Calming" published by ITE.
- 9) This phase is intended to be developed as Condominiums (attached townhomes) according to the Condominium Act of the State Of Utah. As such, minimum "Lot Area," "Building Envelope" area, "Lot Frontage," and "Lot Width" do not apply.
- 10) The minimum "Building Setbacks" shall be no less than as follows:

any portion of building from public street	20 feet
any portion of building from phase boundary line	10 feet
front yard from private streets:	
to front porch;	10 feet
to main building line	15 feet
to garage	20 feet

to side of building on corner lots
separation between buildings

15 feet
per Uniform Fire Code

- 11) No building shall be more than 2.5 stories in height.

6.11 Phase 13.

- 1) This phase may have up to 22 lots.
- 2) The phase development area is approximately 19.0 acres.
- 3) Disturbance and grading of minor incursions of natural 30% slopes and all manmade 30% slopes within the phase boundary as shown on the Build Out Plan is allowed, excluding areas within the "Limits Of Disturbance." All of lot 9, excluding the area within the "Limit Of Disturbance," may be graded to redeem the site from the condition left by the grading previously done to construct the access road to the City reservoir.
- 4) A Home Owners Association shall be created to govern its internal affairs and enforce its specific CC&R's, acceptable to Draper City.
- 5) This phase will utilize "Public Residential Collector" street with a right of way width of 50 feet as defined under Street Standards.
- 6) Lots 10 through 13, as numbered on the Build Out Plan, may be served by a private lane conforming to Draper City standards.
- 7) Road segments at intersections indicated on the Build Out Plan as "A" will have reduced vertical approach transition lengths.
- 8) Street curves may have reduced horizontal radii of not less than 100 feet.
- 9) Street design may have a reduced design speed of 20 mph in conjunction with reduced posted speed limits, and traffic calming design elements pursuant to "State Of The Art For Traffic Calming" published by ITE.
- 10) Lot 19 is a "Flag Lot" as depicted on the Build Out Plan which shall comply with Draper City "Flag Lot" regulations.
- 11) The minimum "Lot Area" shall be no less than 12,000 square feet (except Lot 19).
- 12) The minimum "Building Envelope" shall be a rectangle of no less than 3,500 square feet with no one side of the rectangle being less than 40 feet in length.
- 13) The minimum "Lot Frontage" along the street right of way shall be no less than 50 feet (except Lot 19, which is a flag lot with frontage of no less than 20 feet). The minimum "lot Width" shall be no less than 60 feet.

- 14) The minimum "Building Setbacks" are governed by the "BCB" lines on each lot, the RM zone district regulations and the UBC, whichever is greater (more restrictive).

12 Phase 14.

- 1) This phase may have up to 18 units.
- 2) The phase development area is approximately 2.5 acres.
- 3) The entire phase may be graded within the development boundary line established on the Build Out Plan.
- 4) All internal streets shall be private and maintained by a Home Owners Association acceptable to Draper City.
- 5) A Home Owners Association shall be created to govern its internal affairs and enforce its specific CC&R's, acceptable to Draper City.
- 6) This phase shall utilize "Private Local" streets with a right of way width of 32 feet as defined under Street Standards.
- 7) Street curves may have reduced horizontal radii of not less than 100 feet.
- 8) Street design may have a reduced design speed of 20 mph in conjunction with reduced posted speed limits and traffic calming design elements pursuant to "State Of The Art For Traffic Calming" published by ITE.
- 9) This phase is intended to be developed as Condominiums (attached townhomes) according to the Condominium Act of the State Of Utah. As such, minimum "Lot Area," "Building Envelope" area, "Lot Frontage," and "Lot Width" do not apply.
- 10) The minimum "Building Setbacks" shall be no less than as follows:

any portion of building from public street	40 feet
any portion of building from phase boundary line	10 feet
front yard from private streets	
to front porch;	10 feet
to main building line	10 feet
to garage	15 feet
to side of building on corner lots	n/a
separation between buildings	per Uniform Fire Code
- 11) No building shall be more than 2.5 stories in height.

SECTION 7 - GENERAL RESIDENTIAL SITE STANDARDS

- 7.1 Building Heights. Heights of buildings shall not exceed the following criteria:

- 7.1.1 Main buildings in areas where two and one half stories are allowed shall not exceed 25 feet in height.
- 7.1.2 Main buildings in areas where three and one half stories are allowed shall not exceed 35 feet in height.
- 7.1.3 Accessory buildings shall not exceed the maximum heights allowed in Chapter 9-4 of the Draper City Municipal Code.
- 7.1.4 No single height and plane vertical façade shall exceed 25 feet in height. "Breaks" in vertical facades needed to meet this 25 foot limit shall be offset at least 6 horizontal feet.

7.2 Architectural Standards.

- 7.2.1 Roof Pitches. All roofs shall have a sloped roof of no less than 4:12 and no greater than 10:12.
- 7.2.2 Massing. Massing is defined as the combination of different architectural forms to create a more diverse and interesting design. Massing shall be employed to create a varied, three dimensional appearance (flat rectangular buildings are not allowed).
- 7.2.3 Stepping. Building foundations and building sites should be stepped into the hillside where practical.

7.3 Site Layout and Lots.

- 7.3.1 Use Of Private Lanes and Flag Lots. In order to provide access to otherwise developable property, but to minimize grading and the level of public and private improvements required, private lanes, common driveways, and flag lots have been allowed, as indicated on the approved Build Out Plan.
- 7.3.2 Consistent With Build Out Plan. Lot layout on final plats shall be generally consistent with the approved Build Out Plan and with Section 5.4 of the Amended Development Agreement.
- 7.3.3 Driveways.
 - 7.3.3.1 Driveway approaches to single family lots at the curb line shall be no less than 12 feet and no more than 30 feet in width.
 - 7.3.3.2 Prepared driveway grades shall not exceed 14%.

SECTION 8 - RIDGELINE STANDARDS

- 8.1 Visually Significant. Portions of phases "4/5," all of phase "11 North," and all of phase "12" of the South Mountain project are situated on or near topographic highs and have been identified as visually

significant ridgelines. The purpose of these ridgeline standards is to promote aesthetically appealing development along the ridgelines identified.

Special Standards Required. The following are specific Architectural Standards for building construction along those specified ridge lines in phases "4/5," "11 North," and "12" as designated on the Plan.

8.3 Site Planning.

8.3.1 All parts of building structures, including decks and overhangs, shall be set back from the crest of ridgelines no less than 20 feet as measured from a line extended upward from the nearest slope up to the ridge, at the average angle of the slope.

8.3.2 When at all feasible, buildings should be placed at varying angles to the line of the ridge.

8.3.3 Adjacent buildings shall be staggered from one another, both vertically and horizontally to avoid a continuous building line.

8.4 Massing.

8.4.1 Each building shall contain both single and two story elements and use two or more architectural forms in combination to create shadows and vary the outward appearance.

8.4.2 Architectural forms should be combined perpendicular to one another or staggered to create variety, and features such as gables, dormers, and porches shall be used to divide larger facades and create variety.

8.4.3 The uppermost story of building's facade visible along ridge line shall be set back from the next lower story facade by a minimum of 8 feet.

8.5 Staggering.

8.5.1 Multi-family buildings shall be staggered both vertically and horizontally, between individual connected units, to break up the mass of the building and to create varying roof heights.

8.5.2 Staggering should emulate the slope of the site

8.5.3 No single wall plane visible along ridgelines shall exceed 60% of the total visible wall elevation area without horizontal staggering, projections or indentations of at least 3 feet to break up the flat expanse.

8.6 Rooflines.

8.6.1 Rooflines shall be varied in height and orientation while emulating the ridgeline.

8.6.2 Each building shall have multiple roof elements. Long continuous roof areas shall not be used, unless broken liberally by dormers, gables, or other architectural elements.

7 Materials & Colors.

8.7.1 Materials and colors used will have a significant effect of the appearance of the viewshed toward the ridgeline. The colors used must be native to the hillside area and allow the buildings to blend in with the ridgeline. Exterior materials on building facades visible along ridgelines shall be natural or natural in appearance such as, but not limited to, stone, brick, shingles, logs, and/or horizontal wood siding and shall be medium to dark earthtones.

8.7.2 White, shades of white, light tans, and bright colors are not permitted on roofs, building facades, or fences visible along ridgelines.

8.8 Windows and Glass. Windows shall be limited to 35% of any building elevation. Highly-reflective and mirrored glass and window films shall not be used.

8.9 Landscaping.

8.9.1 Retention of native vegetation in yard areas adjacent to ridge lines is encouraged. Landscaping plant materials installed in yard areas adjacent to ridge lines shall be similar in appearance to native vegetation.

8.9.2 Fences, gazebos, decks, and other improvements installed in yards adjacent to ridge lines shall be dark earth tones and/or shall be screened with appropriate vegetation.

8.10 Lighting. Outside lighting visible along ridgelines shall be unobtrusive, illuminating only the area immediately adjacent to buildings. Light sources must be shielded and directional, pointing downward toward the ground.

SECTION 9 - HILLSIDE DISTRICT STANDARDS (Slopes In Excess Of 30%)

9.1 General. The clustering of the development phases on South Mountain allows the concentration of large blocks of natural open space. Development phases are linked together by the required infrastructure. Similarly, large blocks of natural open space are linked together with natural open space corridors and trails. Relatively minor islands, pockets and fingers of land with slopes exceeding 30% are included within the approved Build Out Plan that are either completely surrounded by an area to be developed or are smaller pockets or fingers of a larger area which abruptly protrudes into a Phase.

9.2 Minor Areas Of 30% Slopes. In order to provide a more functional and improved plan, these "islands" and "fingers" shall be permitted to be developed as streets and lots in accordance with the approved Build Out Plan and requirements and criteria set out below in Section 9.4.

9.3 Limit Of Disturbance. Limits of disturbance have been established on the approved Build Out Plan and shall be designated on each Phase's final plat to protect slopes in excess of 30%. No grading or vegetation removal shall take place outside the phase boundary or within areas protected by limits of

disturbance established on the Build Out Plan, except as may be provided below. Limits of disturbance shall be marked by construction fencing, colored tape, or other means acceptable to the City prior to starting construction to prevent incidental incursion into areas to be protected. Building footprints of principal and accessory structures, walls, decks, patios, access driveways, gardens, lawns, and excavation spoils shall not encroach within the designated limits of disturbance.

9.3.1 Pathways, Fences, and Utilities. Pathways up to three feet wide, underground utility lines, drainage and erosion control facilities, and non-opaque security fences which are dark in color and unobtrusive with respect to method of erection are allowed outside the limits of disturbance.

9.3.2 Fire Protection. Upon review and approval by the City, minor, selective vegetation removal may be allowed outside the established limits of disturbance in order to meet minimum fire break requirements when proposed in connection with building permit approval.

9.4 Construction Of Lots Roads, Driveways and Utilities. The installation and construction of lots, roads (public and private), and major utilities (water, sewer, gas, storm drainage, electrical, telephone and cable television), on, within and across 30% slopes, which lie within the phase boundaries of the Build Out Plan, and are not protected by a limit of disturbance, is allowed pursuant to the following conditions.

9.4.1 Determination. The determination to allow construction on limited areas of 30 % slopes or greater was made utilizing the criteria in the matrix below. The designations on the matrix refer to the explanations in Subsection 9.4.2 set forth below.

TYPE & EXTENT OF INCURSION & REQUIRED LEVEL OF APPROVAL

	A	B		C	
	Exempt	Staff Approval		Council Approval	
Slope - Percentage	30%-40%	30-40%	>40%	30-40%	> 40%
Area	Up to ¼ acre	Up to 1 acre	Up to 1 acre	> 1 acre	> 1 acre
Road Lengths (Public & Private)	100' max	400' max	300' max	> 400'	>300'
Driveway Lengths (Crossing 30% + Slopes)	50' max	>50'	>50'	n/a	n/a
Major Utilities Lengths (Outside Street R.O.W.)	100' max	400' max	400' max	> 400'	> 400'

9.4.2 Explanations.

9.4.2.1 Exempt Incursions. Development of or incursions into isolated slope areas smaller than ¼ acre is permitted without regulatory approval.

9.4.2.2 Staff Approval. Development of, on or through 30 % slope areas greater than ¼ acre shall be reviewed for approval by Draper City Staff, subject to the following criteria:

9.4.2.2.1 The slope to be affected is isolated and smaller than 1 acre in size, not part of a larger slope area, or the disturbance is a road segment 400 feet in length or shorter.

9.4.2.2.2 The slope to be affected is not a visually significant feature.

9.4.2.2.3 Modification of the slope will not result in mass instability, accelerate erosion, interfere with drainage of the area or create other geotechnical hazards.

9.4.2.3 Council Approval. Development of, on, or through 30 % slope areas greater than one acre may be allowed subject to Planning Commission and City Council review and approval according to the following criteria:

9.4.2.3.1 No significant natural features will be impacted or significant harm will result, and that the incursion will result in a more functional and improved development plan.

9.4.2.3.2 The plans have been designed by a professional engineer in consultation with a geotechnical engineer and a landscape architect.

9.4.2.3.3 Adequate drainage is provided or contained within the approved drainage plan and no creation of geotechnical hazards will result.

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

- a) Extent of cuts or fill.
- b) Re-vegetation of cuts or fills.
- c) Retaining walls and type, if needed.
- d) Specific erosion controls to prevent accelerated erosion.
- e) Aesthetic and visual impact of development and mitigating factors, if needed.

- 9.4.2.3.5 Landscaping and specialized site and architectural restrictions as to height and setbacks are considered.
- 9.4.2.3.6 Evaluation of positive and negative impacts upon the infrastructure of the development (streets, utilities, sewage and drainage) relative to the incursion into the 30%+ slope that will result in enhanced delivery and maintenance of municipal and utility services.
- 9.4.2.3.7 The developer agrees to comply with the conditions and requirements of approval imposed by the Planning Commission and City Council to mitigate adverse consequences which may arise from the incursion.

SECTION 10 - GRADING

- 10.1 General Requirements. The South Mountain project area will generally have three conditions (or types) of graded areas or circumstances. In all cases, no grading shall occur without prior application, review, and approval of a grading and erosion plan by the City.
- 10.2 Roads. All roads shall be designed and constructed according to the Build Out Plan and the Development Standards. Proper erosion control methods and systems will be implemented simultaneously with the commencement of any road construction.
- 10.3 Constructed Sites. Constructed sites (or mass graded areas) are those areas within phase boundaries to be graded in a coordinated manner so as to create buildable sites which will need minimal further site preparation, and to better control and collect storm water runoff into an approved drainage system. Areas of probable mass grading have been identified on the Build Out Plan. Proper erosion control methods and systems will be implemented simultaneously with the commencement of any mass grading in accordance to an approved plan.
- 10.4 Individually Graded Lots. Individually graded lots are those lots on which grading and vegetation removal will be performed at the time of construction on the respective lot in accordance with an approved Building Permit and the Development Standards. Proper erosion control methods and systems will be implemented simultaneously with the commencement of construction on a lot in accordance to an approved plan.

SECTION 11 - EROSION CONTROL

- 11.1 Control Essential. Proper erosion control is essential. Under the direction of Draper City, all methods must be employed which will insure containment of sediments and protection of surrounding undisturbed and protected areas.

- 11.2 During Construction. Temporary erosion control systems must be installed and implemented immediately upon the commencement of construction in accordance with an erosion control plan approved by Draper City, and continuously maintained until permanent landscaping or erosion control systems are installed and re-vegetation is fully established.
- 11.3 Permanent. Permanent erosion control shall be installed immediately upon completion in accordance with an erosion control plan approved by Draper City and continuously maintained until re-vegetation is fully established.
- 11.4 Requirements. Re-seeding of graded and disturbed areas which require re-vegetation will be bonded for in accordance with City regulations and re-seeded with native plants and grasses in accordance with plans and specifications recommended by a qualified licensed landscape architect subject to review and approval by the City at the time of final plat approval. Re-vegetation bonds shall be posted for a 36 month period to ensure proper establishment of the re-vegetation.

SECTION 12 - STORM DRAINAGE

- 12.1 Compliance. Storm drainage facilities shall be designed to safely accommodate the 10 year storm event with a discharge rate of 0.10 cfs / acre from each detention basin in accordance with the Drainage Evaluation of the South Mountain Development Area prepared by Earthfax Engineering, last revised December 16, 1998, and the Development Standards.
- 12.2 Natural Drainages. Natural drainages, and manmade drainages including swales, shall be hydraulically analyzed for soil stability and improved as necessary to retain soil integrity and natural beauty, emphasizing vegetative solutions.

SECTION 13 - LANDSCAPING

- 13.1 General. Interface between natural open space areas and developed, disturbed acres will be blended together in an informal, naturalized manner. Graded areas may be rounded and reshaped to appear more natural.
- 13.2 Park Strip Landscaping.
 - 13.2.1 Rambling Road.
 - 13.2.1.1 Park strips within the Rambling Road right of way shall be landscaped by the Developer as directed by the City.
 - 13.2.1.2 Where there are landscaped park strips along Rambling Road which are not contiguous to a Phase boundary, the developer of each Phase adjoining such a park strip shall landscape the park strip to a point at least half way to the next adjacent Phase boundary on the same side of Rambling Road.

13.2.2 Within Subdivisions.

- 13.2.2.1 Park Strips. Park strips within subdivisions adjacent to detached single family residences shall be landscaped in accordance with City ordinance requirements.
- 13.2.2.2 License. All parks, commercial sites and multi-family sites shall be landscaped per a licensed landscape architect's plans approved by the City.
- 13.2.2.3 Topsoil Preservation. Existing top soil will be stockpiled and utilized to cover manufactured slopes.
- 13.2.2.4 Compatible. Plant materials shall be compatible with the native vegetation so as to not cause any adverse impact to the native vegetation.

SECTION 14 - FENCING

- 14.1 Generally Not Allowed. Fencing and wall treatments shall be discouraged and minimized throughout the South Mountain project. To the greatest extent possible, hedges should be used in place of screen walls and fences.
- 14.2 When Allowed. When fencing is allowed by the respective phases CC&R's approved by the City.
 - 14.2.1 Perimeter Fencing. Where approved by the City Council with the preliminary plat, perimeter fencing along the phase boundary shall be dark colored ornamental iron no greater than six feet high.
 - 14.2.1.1 Individual Lots. Acceptable fence materials for individual lots include ornamental iron, vinyl, post and rail. Chain link, barbed wire and razor wire of all types are NOT allowed.
 - 14.2.2 Front Yards. Fencing shall not extend into any front yard except where perimeter fencing is approved by Draper City with a gated community type phase.
 - 14.2.3 Height. The maximum fence height is 6 feet from grade.

SECTION 15 - FIRE PROTECTION

- 15.1 General. Due to the travel times anticipated for fire suppression forces from existing fire stations, special fire protection precautions will be taken in the project area.
- 15.2 Native Vegetation. The minimum lateral distance from the edge of roof overhangs on structures in the South Mountain project to the edge of adjacent native vegetation taller than four feet in height shall be not less than ten (10) feet. With the approval of the City in conjunction with Site Plan Approval,

selective vegetation removal or thinning may extend beyond defined Limits of Disturbance to provide this protection.

- 5.3 Roofing. Roofing materials shall be fire retardant.
- 15.4 Sprinkling. The Fire Chief may, upon review and determination, require any occupied structure in Phase 11 North and 11 South to incorporate an NSPA standard residential fire sprinkler system.

SECTION 16 - STREET LIGHTING

The beauty of the night will be protected by judicious use of lighting. The objective is to minimize lighting on the mountain. Lighting shall be utilized only as necessary to provide the functional requirements of safety, security, and identification. Street intersections, cross-walks, curbs, cul de sac ends, and other areas shall be lighted only as necessary for public safety. Unnecessary use of light will be prohibited in the interest of maintaining a non-obtrusive nighttime environment. Light sources shall be shielded and directional, discretely illuminating only essential areas. Street light locations shall be proposed by the developer in each phase and approved by the City. A standard lighting fixture to be approved by the City shall be installed in all phases.

SECTION 17 - SIGNAGE

- 17.1 General. The Sign Ordinance of Draper City will govern the control of signage within South Mountain. All signs shall be of design and materials which enhance the visual environment of the community.
- 17.2 Consistent With South Mountain. To ensure the quality of signage throughout South Mountain, in addition to the City sign ordinance the following procedures are required. Signage programs for development projects shall be consistent with the signage theme originally developed by South Mountain. A Signage Plan with appropriate drawings and specifications shall be submitted to the City for a Sign Permit.
- 17.3 Temporary Signage for Construction and Real Estate Signs. All signage with respect to location, duration and size, both temporary and off-site directional, shall conform to the City requirements.

SECTION 18 - OPEN SPACE

- 18.1 Undeveloped Open Space. All land designated as "Open Space" on the Build Out Plan will be dedicated or conveyed to Draper City as required in the Amended Development Agreement.
- 18.2 Parks. Areas for small neighborhood parks have been identified on the Build Out Plan. Parks within developed phase boundaries will be completed by the developer according to plans approved Draper City with the final plat. Parks located in the open space areas to be dedicated to Draper City may be completed by the City. Parks less than 5 acres in area shall be retained and maintained by the respective Home Owners Association.

18.3 Trails.

- 18.3.1 Trail System. A system of trails has been planned to interconnect areas of South Mountain as shown on the Master Plan and Build Out Plan. The trails will eventually connect to offsite trail networks in both Salt Lake and Utah Counties. Most of the trails in South Mountain have already been constructed.
- 18.3.2 Construction. The trails will conform to the Draper trail standards in location and design but may vary in size and type of construction according to site specific conditions and anticipated use. Construction of the trails in dedicated open space will be under the guidance of the Draper City Parks and Trails Committee. Construction of trails within phase boundaries will be completed by the developer. All trails shall thereafter be maintained by the City or its designee.
- 18.3.3 Materials. Recreational Trails may be in the form of compacted earth, gravel, concrete or asphalt.
- 18.3.4 Near Streets. Paths and sidewalks adjacent to public streets shall be in the form of concrete or a part of the unpaved open space trail network as determined appropriate by the City.
- 18.3.5 Meander. Sidewalks adjacent to public road may meander outside of the public street right-of-way if an approved easement is provided.

SECTION 19 - STREET STANDARDS

19.1 General

- 19.1.1 Hillside Standards. Street cross sections for South Mountain are modified herein from current City standards. Safety, right of way, pavement width, design speed and street geometry were all considered in the revised standards. The standards strike an appropriate balance between the streets function and visual aesthetic issues. The Street standards contained in these Development Standards more adequately relate to the hillside terrain, neighborhood development patterns and the needs of the South Mountain community. These standards will help meet the objectives outlined in the Hillside Overlay District by reducing street excavation and site grading.
- 19.1.2 Design Standards. For the South Mountain Development, the *1990 AASHTO Green Book* and existing Draper City standards were considered in order to provide for standards in South Mountain which would be consistent with others in the City while still allowing for flexibility needed to reduced massive grading and disturbance areas. These standards are specialized for "rural" highways in rolling terrain (not typically found in an "urban" setting). The ITE Report, *State of the Art for Traffic Calming*, shall also be employed for designing roads in the Project.

- 19.1.3 Narrowed Streets. In general narrowed street sections are desirable at South Mountain to reinforce the mountain setting and theme, calm traffic flows and minimize the grading required.
- 19.1.4 Horizontal and Vertical Design Speeds. Horizontal and Vertical curves in roadways will be matched as closely as possible with the existing natural terrain to preserve existing vegetation and minimize the size of the cut and fills, while providing safe and efficient vehicular access. The horizontal and vertical curve standards set forth in these Development Standards may be reduced to achieve these objectives, provided that the resulting street configuration will provide safe and efficient vehicular and emergency access, and provided the streets can be signed and controlled at lower resulting speeds and employing traffic calming design elements.
- 19.1.5 Build Out Plan. All street locations are shown on the approved Build Out Plan. The street locations shown shall supersede City standards. Due to the high level of detail provided, the Developer justified and demonstrated during the Build-Out Plan review that the modified street sections, and their site specific design and application, are appropriate based on civil engineering design prepared by qualified licensed professionals
- 19.1.6 Intersections. The center line of intersections of streets, both public and private (not including driveways) entering from opposite sides of the roadway shall be either aligned or offset by a minimum of 300 feet.
- 19.1.7 Private Streets. Where private streets or drives occur, they will be made a part of adjacent property and will be maintained in common by adjacent property owners or by The Homeowners Association of that phase.
- 19.1.8 Steep Driveways. In areas where a dwelling will require a driveway with grades steeper than 14%, the final plat design shall provide for off street parking at the street level for two cars for each such residence at or near the junction of the affected driveway and the street. In such cases steps leading from the street to the house entry will be required.
- 19.1.9 Curb Cuts. High back curbs shall be the preferred standard where curbs are installed. Curbs may be cut for driveway approaches.
- 19.1.10 Sidewalks. The standard sidewalk width shall be 60 inches on public streets and 48 inches on private streets. No sidewalk shall be required on cul-de-sacs less than 400 feet long (measured to the end of the turnaround pavement).
- 19.2 Street Cross Sections.
- 19.2.1 Classifications. The following road cross-section classifications have been developed. The road cross-sections are shown on Figure 19.2.A and mapped on the approved Build Out Plan.

19.2.1.1 Public streets.

Primary Collector: 72 foot right of way width (Rambling Road)

Residential Collector: 50 foot right of way width (internal to phases)

Local: 50 foot right of way width (internal to phases)

19.2.1.2 Private Streets.

Local: 32 foot right of way width (internal to phases)

Private Lanes: 20 to 30 foot right of way width (internal to phases serving up to 4 residences)

Flag Lot: Driveway: 20 foot in width (internal to phases)

19.2.2 Street Types.

19.2.2.1 Primary Collector (Rambling Road). This road is an extension of Rambling Road, already in service. It will complete the connection of the west end of Rambling Road to Traverse Ridge Road. Its cross section will be the same as the existing section.

19.2.2.2 Residential Collector. Residential Collector Streets are similar to Collector Streets except that UDOT standards for local streets have been applied. Other design features such as maximum allowable grades are also adjusted by the UDOT standards. Both Residential Collector Streets and Local Streets have volumes sufficiently low that driveway access on these roads is not a concern. These roads are allowed, as described elsewhere in these Development Standards, in areas where a dead end street exceeds 20 lots and a secondary access is impractical and would cause undue disturbance of the surrounding areas.

19.2.2.3 Local. Local Streets have been reduced by reducing the park strip widths to 5 feet. The paved width is unchanged.

19.2.2.4 Private Local. Private Local Streets utilize a narrower right of way, are 28 feet in width from back of curb to back of curb with a 4 foot sidewalk adjacent to the curb on one side only. These streets may only be used in phases where maintenance will be borne by the respective homeowner's association.

19.2.2.5 Private Lanes. Private lanes may be used to serve up to 4 lots in areas where a larger street would cause unnecessary disturbance and emergency access will not be unduly compromised. Private lanes shall comply to City standards, and be owned and maintained by the lot owners served.

19.2.2.6 Flag Lots Driveway. The width of the stem portion of a flag lot serving as the accessway shall be no less than 20 feet in width

19.3 Other Roadway Standards.

19.3.1 A variety of other design features are also important to provide for appropriate road design in hilly terrain. Generally these features are inter-related such as design speeds versus capacity, the lower the design speed the lower the capacity. However, the primary design concerns in the South Mountain project area are safety and environmental sensitivity.

19.3.2 Streets shall be wide enough to provide for snow storage and still retain adequate width for passage of safety vehicles.

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

Table 19.3.A
South Mountain
Street Design Standards

Functional Classification	Design Speed	Minimum Stopping Sight Distance (Rounded for Design)	Maximum Allowable Grade
Collector	35 mph	275-325 feet (plus grade adjustments)	10 percent
Residential Collector	30 mph*	250 feet (plus grade adjustments)	12 percent
Local	25 mph*	200 feet (plus grade adjustments) (150 feet for alternative design speed)	12 percent

- * Pursuant to the objectives of the South Mountain Project, smaller horizontal and vertical curve radii and lower design speeds may be justified on a case by case basis, based on environmental and social considerations as may be approved by Draper City. Minimum stopping sight distances are based on the *AASHTO Green Book* standards with zero grade.

The following table provides standards based on the AASHTO Green Book computations and rounded (up) for design as per the 1990 AASHTO Green Book.

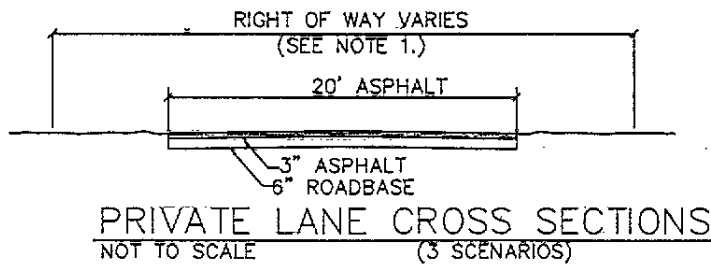
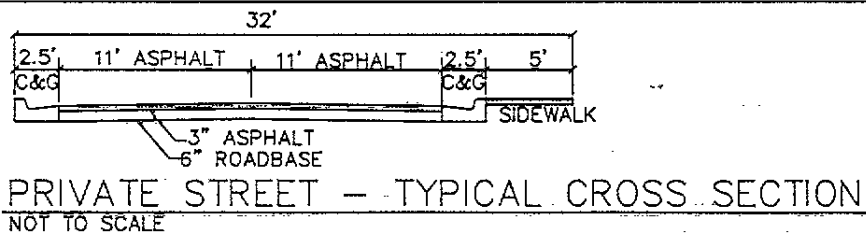
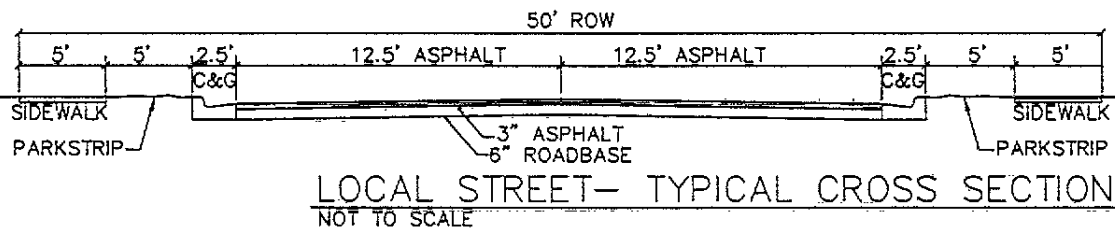
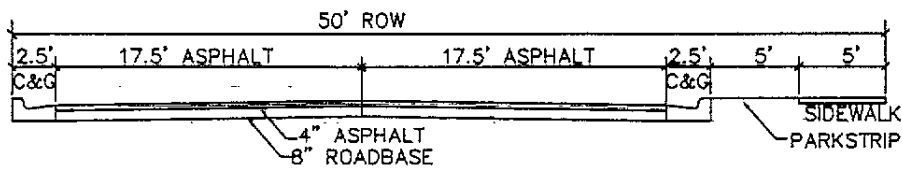
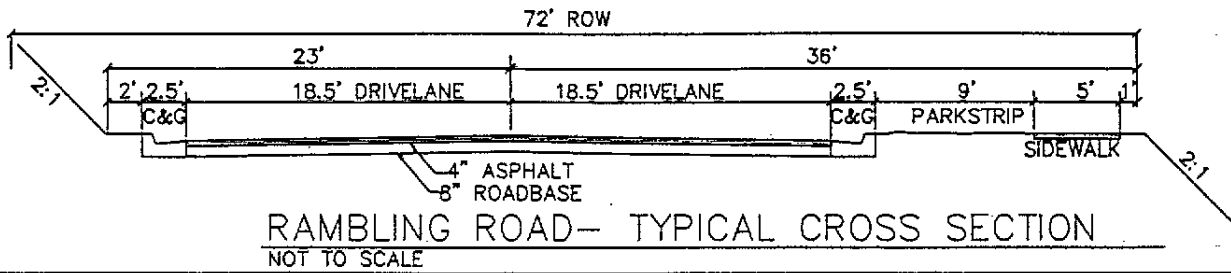
Table 19.3.B
South Mountain
Additional Street Design Standards

Functional Classification	K Value for Crest Vertical Curve (Rounded for Design)	K Value for Sag Vertical Curve (Rounded for Design)	Minimum Horizontal Curve Radius (based on 6% super elevation)
Collector	73.9 (80)	65.6 (70)	510
Residential Collector	46.4 (50)	48.6 (50)	400
Local	6.1 (20) for lower design speed	23.5 (30) for lower design speed	100

- Note :1) K value is a coefficient by which the algebraic difference in grade may be multiplied to determine the length in feet of the vertical curve which will provide the minimum sight distance.
- 2) Based on AASHTO equations used for design, rounded by AASHTO for ease in design.

SOUTH MOUNTAIN DEVELOPMENT STANDARDS STREET CROSS SECTIONS

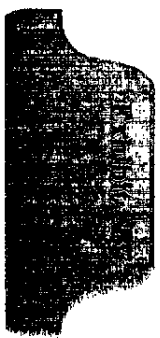
FIGURE 19.2.A



NOTES:

1. 20' RIGHT OF WAY TO ACCESS 2 LOTS
25' RIGHT OF WAY TO ACCESS 3 LOTS
30' RIGHT OF WAY TO ACCESS 4 LOTS
2. CURB TO BE CONSTRUCTED WHERE NEEDED FOR DRAINAGE PURPOSES.

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EXHIBIT "B"

Legal Description of Project Area

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APPROXIMATE METES AND BOUNDS DESCRIPTION OF OVERALL SOUTH MOUNTAIN PARCEL

1. BEGINNING AT THE SOUTHEAST CORNER OF SECTION 8, TOWNSHIP 4 SOUTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN, AND RUNNING THENCE WEST ALONG THE SOUTH LINE OF SAID SECTION 8, 5,280 FEET, MORE OR LESS, TO THE SOUTHWEST CORNER OF SAID SECTION 8;
2. THENCE NORTH ALONG THE WEST LINE OF SAID SECTION 8, 1,320 FEET, MORE OR LESS, TO THE SOUTHWEST CORNER OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 8;
3. THENCE EAST ALONG THE SOUTH LINE OF SAID NORTHWEST QUARTER OF THE SOUTHWEST QUARTER 1,320 FEET, MORE OR LESS, TO THE SOUTHEAST CORNER OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 8;
4. THENCE NORTH ALONG THE EAST LINE OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER 1,320 FEET;
5. THENCE WEST ALONG THE NORTH LINE OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 8, 1,320 FEET, MORE OR LESS, TO THE EAST QUARTER CORNER OF SECTION 7, TOWNSHIP 4 SOUTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN;
6. THENCE WEST ALONG THE QUARTER SECTION LINE 3, 960 FEET, MORE OR LESS, TO THE SOUTHWEST CORNER OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 7;
7. THENCE NORTH ALONG THE WEST LINE OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER 1,320 FEET, MORE OR LESS, TO THE NORTHWEST CORNER OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 7;
8. THENCE EAST ALONG THE NORTH LINE OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 7, 1,000 FEET, MORE OR LESS, TO A POINT ON THE SOUTHERLY RIGHT-OF-WAY LINE OF THE UNION PACIFIC RAILROAD;
9. THENCE NORTHEASTERLY ALONG THE SOUTHERLY RIGHT-OF-WAY LINE OF SAID UNION PACIFIC RAILROAD TO A POINT ON THE NORTH LINE OF SECTION 4, TOWNSHIP 4 SOUTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN;

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10. THENCE SOUTH 89°12'38" EAST ALONG SAID NORTH LINE 1,151.65 FEET TO THE NORTH QUARTER CORNER OF SAID SECTION 4;
11. THENCE SOUTH 89°46'53" EAST ALONG SAID NORTH LINE 11.32 FEET TO A POINT IN THE CENTER OF CORNER CANYON ROAD;
12. THENCE SOUTHERLY ALONG THE CENTER LINE OF CORNER CANYON ROAD 1,584.96 FEET, MORE OR LESS, TO A POINT ON THE QUARTER SECTION LINE;
13. THENCE SOUTH 0°39'27" WEST ALONG SAID QUARTER SECTION LINE 681.14 FEET TO THE NORTHWEST CORNER OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 4;
14. THENCE SOUTH 89°13'32" EAST ALONG THE NORTH LINE OF THE SOUTH HALF OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER 1,309.16 FEET, MORE OR LESS, TO THE NORTHEAST CORNER OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 4;
15. THENCE SOUTH 0°39'19" WEST ALONG THE EAST LINE OF SAID SOUTHWEST QUARTER OF THE NORTHEAST QUARTER 659.71 FEET, MORE OR LESS, TO THE SOUTHWEST CORNER OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 4;
16. THENCE SOUTH 0°39'19" WEST ALONG THE EAST LINE OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 4, 252.71 FEET;
17. THENCE SOUTH 89°21'53" EAST 410 FEET;
18. THENCE SOUTH 0°39'19" WEST 1,010.105 FEET TO A POINT ON THE NORTH LINE OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 4;
19. THENCE NORTH 89°21'53" WEST ALONG SAID NORTH LINE 410.0 FEET, MORE OR LESS;
20. THENCE SOUTH 0° 39' 19" WEST 1320 FEET MORE OR LESS TO A POINT ON THE SOUTH LINE OF SAID SECTION 4;
21. THENCE NORTH 89°41'21" WEST ALONG SAID SOUTH LINE 319.29 FEET, MORE OR LESS, TO A POINT SOUTH 89°41'21" EAST ALONG THE SECTION LINE 990.0 FEET FROM THE SOUTH QUARTER CORNER OF SAID SECTION 4;
22. THENCE SOUTH 0°39'27" WEST PARALLEL WITH THE WEST LINE OF THE NORTHEAST QUARTER OF SECTION 9, 667.30 FEET;
23. THENCE NORTH 89°41'21" WEST PARALLEL WITH THE NORTH LINE OF SECTION 9, TOWNSHIP 4 SOUTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN 990.00 FEET;

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24. THENCE NORTH 89°51'38" WEST 1,305.36 FEET, MORE OR LESS, TO A POINT ON THE EAST LINE OF THE WEST HALF OF THE NORTHWEST QUARTER OF SAID SECTION 9;
25. THENCE SOUTHERLY ALONG SAID EAST LINE 3,292.7 FEET, MORE OR LESS, TO THE NORTHEAST CORNER OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 9;
26. THENCE WEST ALONG THE NORTH LINE OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 9, 1,320 FEET, MORE OR LESS, TO THE NORTHWEST CORNER OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 9;
27. THENCE SOUTH ALONG THE WEST LINE OF SAID SECTION 9, 1,320 FEET, MORE OR LESS, TO THE POINT OF BEGINNING.
28. SUBJECT TO A FIELD SURVEY OF SECTIONS 4, 5, 6, 7, 8 AND 9, TOWNSHIP 4 SOUTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN.
29. EXCLUDING THEREFROM THE DRAPER IRRIGATION POND PARCEL DESCRIBED AS FOLLOWS: BEGINNING AT A POINT SOUTH 00° 39' 27" WEST 1798.91 FEET FROM THE NORTH QUARTER CORNER OF SECTION 4, TOWNSHIP 4 SOUTH, RANGE 1 EAST AND RUNNING
 THENCE SOUTH 00° 39' 27" WEST 343.39 FEET;
 THENCE SOUTH 81° 36' 44" WEST 984.55 FEET;
 THENCE NORTH 00° 02' 48" EAST 692.00 FEET;
 THENCE NORTH 48° 00' 00" EAST 368.00 FEET;
 THENCE SOUTH 57° 20' 15" EAST 836.14 FEET TO THE POINT OF BEGINNING.
 CONTAINS 15.00 ACRES.
30. CONTAINS 1522.03 ACRES, MORE OR LESS.

DESCRIPTION OF SOUTH MOUNTAIN PARCEL FOR RM-ZONING

1. ALL OF SECTION 8, TOWNSHIP 4 SOUTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN.

 EXCLUDING THERE FROM THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 8 TOWNSHIP 4 SOUTH RANGE 1 EAST SALT LAKE BASIN AND WEST.
2. THE NORTHEAST QUARTER OF SECTION 7, TOWNSHIP 4 SOUTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN.

 EXCLUDING THEREFROM THAT PORTION OF LAND LYING NORTH OF THE UNION PACIFIC RAILROAD RIGHT-OF-WAY.

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3. THAT PORTION OF LAND LOCATED IN THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 7, TOWNSHIP 4 SOUTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN LYING SOUTH OF THE UNION PACIFIC RAILROAD RIGHT-OF-WAY.

4. THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 7, TOWNSHIP 4 SOUTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN.

EXCLUDING THEREFROM THAT PORTION OF LAND LYING NORTH OF THE SOUTH UNION PACIFIC RAILROAD RIGHT-OF-WAY LINE.

5. THAT PORTION OF LAND LOCATED IN THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 6, TOWNSHIP 4 SOUTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN LYING SOUTH OF THE UNION PACIFIC RAILROAD RIGHT-OF-WAY.

ALSO:

THAT PORTION OF LAND LYING NORTH OF THE UNION PACIFIC RAILROAD RIGHT-OF-WAY WITHIN THE SOUTHWEST QUARTER OF SECTION 5, TOWNSHIP 4 SOUTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN.

6. THAT PORTION OF LAND LOCATED IN SECTION 5, TOWNSHIP 4 SOUTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN LYING SOUTH OF THE UNION PACIFIC RAILROAD RIGHT-OF-WAY.

7. THAT PORTION OF LAND LOCATED IN THE WEST HALF OF SECTION 4, TOWNSHIP 4, SOUTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN.

EXCLUDING THEREFROM THAT PORTION OF LAND LYING EAST OF THE CENTER LINE OF CORNER CANYON ROAD.

EXCLUDING THEREFROM THAT PORTION OF LAND LYING NORTH OF THE UNION PACIFIC RAILROAD RIGHT-OF-WAY.

ALSO INCLUDING THE FOLLOWING DESCRIBED PARCEL OF LAND NORTH OF THE UNION PACIFIC RAILROAD RIGHT-OF-WAY:

BEGINNING AT A POINT NORTH $0^{\circ}02'49''$ EAST ALONG THE SECTION LINE 1320.00 FEET FROM THE WEST QUARTER CORNER OF SECTION 4, TOWNSHIP 4 SOUTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN, AND RUNNING THENCE SOUTH $89^{\circ}12'38''$ EAST PARALLEL WITH THE SECTION LINE BETWEEN THE NORTHWEST CORNER AND THE NORTH QUARTER CORNER 197.50 FEET TO A POINT ON THE WEST BOUNDARY LINE OF THE UNION PACIFIC RAILROAD PROPERTY; THENCE SOUTH $48^{\circ}24'48''$ WEST ALONG THE WEST BOUNDARY LINE OF SAID UNION PACIFIC RAILROAD PROPERTY 264.229 FEET TO A POINT ON THE SECTION LINE; THENCE NORTH $0^{\circ}02'49''$ EAST ALONG SAID SECTION LINE 178.10 FEET TO THE POINT OF BEGINNING. CONTAINS 0.404 ACRES.

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8. THE SOUTH HALF OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 4, TOWNSHIP 4 SOUTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN.
9. THE WEST HALF OF THE NORTHWEST QUARTER OF SECTION 9, TOWNSHIP 4 SOUTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN.
10. THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 9, TOWNSHIP 4 SOUTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN.
11. BEGINNING AT THE NORTHEAST CORNER OF THE NORTHWEST QUARTER OF SECTION 9, TOWNSHIP 4 SOUTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN, AND RUNNING THENCE SOUTH $89^{\circ}41'21''$ EAST ALONG THE NORTH LINE OF SECTION 9, 990.00 FEET; THENCE SOUTH $0^{\circ}39'27''$ WEST PARALLEL WITH THE WEST LINE OF THE NORTHEAST QUARTER OF SECTION 9, 250.00 FEET; THENCE NORTH $89^{\circ}41'21''$ WEST PARALLEL WITH THE NORTH LINE OF SECTION 9, 1188.48 FEET; THENCE SOUTH $77^{\circ}09'10''$ WEST 1138.49 FEET, MORE OR LESS TO A POINT ON THE EAST LINE OF THE WEST HALF OF THE NORTHWEST QUARTER OF SECTION 9; THENCE NORTH $0^{\circ}35'32''$ EAST, MORE OR LESS ALONG SAID EAST LINE 505.26 FEET TO A POINT ON THE NORTH LINE OF SECTION 9; THENCE SOUTH $89^{\circ}51'38''$ EAST ALONG THE NORTH LINE OF SECTION 9, 1306.12 FEET TO THE POINT OF BEGINNING. CONTAINS 16.411 ACRES, MORE OR LESS.

SUBJECT TO A FIELD SURVEY OF SECTION 9, AND ALL RIGHTS-OF-WAY AND EASEMENTS OF RECORD OR BY PRESCRIPTION.

12. BEGINNING AT THE NORTHEAST CORNER OF THE NORTHWEST QUARTER OF SECTION 9, TOWNSHIP 4 SOUTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN, AND RUNNING THENCE SOUTH $89^{\circ}41'21''$ EAST ALONG THE NORTH LINE OF SECTION 9, 990.00 FEET; THENCE SOUTH $0^{\circ}39'27''$ WEST PARALLEL WITH THE WEST LINE OF THE NORTHEAST QUARTER OF SECTION 9, 250.00 FEET TO THE TRUE POINT OF BEGINNING; THENCE SOUTH $0^{\circ}39'27''$ WEST PARALLEL WITH THE WEST LINE OF THE NORTHEAST QUARTER OF SECTION 9, 417.30 FEET; THENCE NORTH $89^{\circ}41'21''$ WEST PARALLEL WITH THE NORTH LINE OF SECTION 9, 990.00 FEET; THENCE NORTH $89^{\circ}51'39''$ WEST 1305.36 FEET, MORE OR LESS TO A POINT ON THE EAST LINE OF THE WEST HALF OF THE NORTHWEST QUARTER OF SECTION 9; THENCE NORTH $0^{\circ}35'32''$ EAST, MORE OR LESS ALONG SAID EAST LINE 162.04 FEET; THENCE NORTH $77^{\circ}09'10''$ EAST 1138.49 FEET; THENCE SOUTH $89^{\circ}41'21''$ EAST PARALLEL WITH THE NORTH LINE OF SECTION 9, 1188.48 FEET TO THE POINT OF BEGINNING. CONTAINS 18.755 ACRES, MORE OR LESS.

SUBJECT TO A FIELD SURVEY OF SECTION 9, AND ALL RIGHTS-OF-WAYS AND EASEMENTS OF RECORD OR BY PRESCRIPTION.

BEGINNING AT THE SOUTHEAST CORNER OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 4, TOWNSHIP 4 SOUTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN, SAID POINT ALSO BEING NORTH $0^{\circ}39'27''$ EAST ALONG THE QUARTER SECTION LINE 1330.825 FEET AND SOUTH $89^{\circ}21'53''$

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EAST 1309.22 FEET FROM THE SOUTH QUARTER CORNER OF SAID SECTION 4, TOWNSHIP 4 SOUTH, RANGE 1 EAST, AND RUNNING THENCE NORTH 0°39'19" EAST ALONG THE EAST LINE OF SAID NORTHWEST QUARTER OF THE SOUTHEAST QUARTER 938.682 FEET; THENCE SOUTH 24°22'42" EAST 968.94 FEET; THENCE SOUTH 0°39'19" WEST PARALLEL WITH SAID EAST LINE OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER 60.61 FEET TO A POINT ON THE SOUTH LINE OF THE NORTHEAST QUARTER OF SAID SOUTHEAST QUARTER; THENCE NORTH 89°21'53" WEST ALONG SAID SOUTH LINE 410.00 FEET TO THE POINT OF BEGINNING. CONTAINS 4.703 ACRES.

14. BEGINNING AT A POINT NORTH 0°39'19" EAST ALONG THE EAST LINE OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER 938.682 FEET FROM THE SOUTHEAST CORNER OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 4, TOWNSHIP 4 SOUTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN, SAID POINT ALSO BEING NORTH 0°39'27" EAST ALONG THE QUARTER SECTION LINE 1330.825 FEET AND SOUTH 89°21'53" EAST 1309.22 FEET AND NORTH 0°39'19" EAST ALONG SAID EAST LINE OF SAID NORTHWEST QUARTER OF THE SOUTHEAST QUARTER 938.682 FEET FROM THE SOUTH QUARTER CORNER OF SAID SECTION 4, TOWNSHIP 4 SOUTH, RANGE 1 EAST, AND RUNNING THENCE NORTH 0°39'19" EAST ALONG THE EAST LINE OF SAID NORTHWEST QUARTER OF THE SOUTHEAST QUARTER 132.028 FEET; THENCE SOUTH 89°21'53" EAST 410.00 FEET; THENCE SOUTH 0°39'19" WEST PARALLEL WITH SAID EAST LINE OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER 1010.105 FEET; THENCE NORTH 24°22'42" WEST 968.94 FEET TO THE POINT OF BEGINNING. CONTAINS 5.375 ACRES.

15. THE SOUTH ONE HALF OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 4, TOWNSHIP 4 SOUTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN.

16. THE NORTH ONE HALF OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 4, TOWNSHIP 4 SOUTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN.

17. THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 4, TOWNSHIP 4 SOUTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN.

EXCEPTING THEREFROM THE M-2 PARCEL 12.2 ACRES MORE OR LESS, A-5 PARCEL (EQUESTRIAN CENTER) 22.22 ACRES MORE OR LESS, C-2 PARCEL (CLUBHOUSE PARCEL) 6.57 ACRES, MORE OR LESS, C-2 PARCEL (TOWN CENTER) 51.60 ACRES MORE OR LESS,

DRAPER IRRIGATION POND PARCEL 15.00 ACRES MORE OR LESS, AS DESCRIBED BELOW.

CONTAINS 1414.14 ACRES, MORE OR LESS.

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18. M-2 PARCEL

BEGINNING AT THE SOUTHWEST CORNER OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 7, TOWNSHIP 4 SOUTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN AND RUNNING THENCE SOUTH 89° 24' 15" EAST 446.61 FEET; THENCE NORTH 01° 09' 23" EAST, 1300.23 FEET; THENCE SOUTH 64° 23' 35" WEST 500.17 FEET; THENCE SOUTH 01° 09' 23" EAST 1079.37 FEET.

CONTAINS 12.2 ACRES, MORE OR LESS.

19. A-5 PARCEL (EQUESTRIAN CENTER)

BEGINNING AT THE NORTH QUARTER CORNER OF SECTION 4, TOWNSHIP 4 SOUTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN, AND RUNNING THENCE SOUTH 89°46'53" EAST ALONG THE SECTION LINE 11.32 FEET TO A POINT IN THE CENTER OF CORNER CANYON ROAD; THENCE SOUTHWESTERLY ALONG THE CENTER OF CORNER CANYON ROAD TO A POINT 650 FEET SOUTH OF THE SECTION LINE; THENCE WEST 1210 FEET, MORE OR LESS, TO THE EAST LINE OF THE BOARD OF EDUCATION OF JORDAN SCHOOL DISTRICT PROPERTY; THENCE NORTH 0°02'49" EAST ALONG SAID EAST LINE 300 FEET, MORE OR LESS, TO THE NORTHEAST CORNER OF SAID SCHOOL DISTRICT PROPERTY; THENCE NORTH 89°12'38" WEST 127.97 FEET; THENCE NORTH 0°21'09" EAST 98.64 FEET TO THE EAST LINE OF THE UNION PACIFIC RAILROAD RIGHT-OF-WAY; THENCE NORTH 35°25'10" EAST ALONG SAID EAST LINE 298.20 FEET TO A POINT ON THE SECTION LINE; THENCE SOUTH 89°12'38" EAST ALONG THE SECTION LINE 1151.65 FEET TO THE POINT OF BEGINNING. CONTAINS 22.22 ACRES, MORE OR LESS.

20. C-2 PARCEL (CLUBHOUSE PARCEL)

BEGINNING AT A POINT SOUTH ALONG THE SECTION LINE 416.0 FEET, MORE OR LESS, FROM THE NORTHEAST CORNER OF SECTION 9, TOWNSHIP 4 SOUTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN AND RUNNING THENCE SOUTH 23°07'14" EAST 745.50 FEET, MORE OR LESS;

THENCE, SOUTH 64°05'11" WEST 901.00 FEET, MORE OR LESS;

THENCE, NORTH 23°07'14" WEST 789.43 FEET;

THENCE, NORTH 66°52'46" EAST 900.00 FEET TO THE POINT OF BEGINNING.
CONTAINING 6.57 ACRES, MORE OR LESS.

21. C-2 PARCEL (TOWN CENTER PARCEL)

BEGINNING AT A POINT NORTH 89° 24' 15" WEST, 1740.73 FEET, AND NORTH 615.27 FEET FROM THE SOUTHEAST CORNER OF SECTION 5, TOWNSHIP 4 SOUTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN AND RUNNING

THENCE SOUTH 63° 27' 29" WEST, 1980.48 FEET;

THENCE NORTH 25° 34' 33" WEST, 110.49 FEET;

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THENCE NORTHWESTERLY 165.07 FEET ALONG THE ARC OF A 250.00 FOOT RADIUS CURVE TO THE RIGHT (NOTE: CHORD FOR SAID 250.00 FOOT RADIUS CURVE BEARS NORTH 06° 39' 45" WEST FOR A DISTANCE OF 162.09 FEET);

THENCE NORTHWESTERLY 419.72 FEET ALONG THE ARC OF A 620.00 FOOT RADIUS CURVE TO THE LEFT (NOTE: CHORD FOR SAID 620.00 FOOT RADIUS CURVE BEARS NORTH 07° 08' 28" WEST FOR A DISTANCE OF 411.75 FEET);

THENCE NORTH 26° 32' 09" WEST, 683.72 FEET;

THENCE NORTH 64° 23' 35" EAST, 838.49 FEET;

THENCE NORTHWESTERLY 46.15 FEET ALONG THE ARC OF A 1000.00 FOOT RADIUS CURVE TO THE LEFT (NOTE: CHORD FOR SAID 1000.00 FOOT RADIUS CURVE BEARS NORTH 63° 04' 16" EAST FOR A DISTANCE OF 46.15 FEET);

THENCE NORTH 61° 44' 56" EAST, 709.35 FEET;

THENCE SOUTH 26° 31' 05" EAST, 691.94 FEET;

THENCE SOUTHEASTERLY 419.72 FEET ALONG THE ARC OF A 620.00 FOOT RADIUS CURVE TO THE LEFT (NOTE: CHORD FOR SAID 620.00 FOOT RADIUS CURVE BEARS SOUTH 45° 54' 42" EAST FOR A DISTANCE OF 411.75 FEET);

THENCE SOUTHEASTERLY 165.07 FEET ALONG THE ARC OF A 250.00 FOOT RADIUS CURVE TO THE RIGHT (NOTE: THE ARC FOR SAID 250.00 FOOT RADIUS CURVE BEARS SOUTH 46° 23' 25" EAST FOR A DISTANCE OF 162.09 FEET);

THENCE SOUTH 27° 28' 36" WEST, 109.95 FEET TO THE POINT OF BEGINNING.
CONTAINS 51.60 ACRES.

2a. DRAPER IRRIGATION POND PARCEL

BEGINNING AT A POINT SOUTH 00° 39' 27" WEST 1798.91 FEET FROM THE NORTH QUARTER CORNER OF SECTION 4, TOWNSHIP 4 SOUTH, RANGE 1 EAST AND RUNNING

THENCE SOUTH 00° 39' 27" WEST 343.39 FEET;

THENCE SOUTH 81° 36' 44" WEST 984.55 FEET;

THENCE NORTH 00° 02' 48" EAST 692.00 FEET;

THENCE NORTH 48° 00' 00" EAST 368.00 FEET;

THENCE SOUTH 57° 20' 15" EAST 836.14 FEET TO THE POINT OF BEGINNING.

CONTAINS 15.00 ACRES.

BK8369PG5736

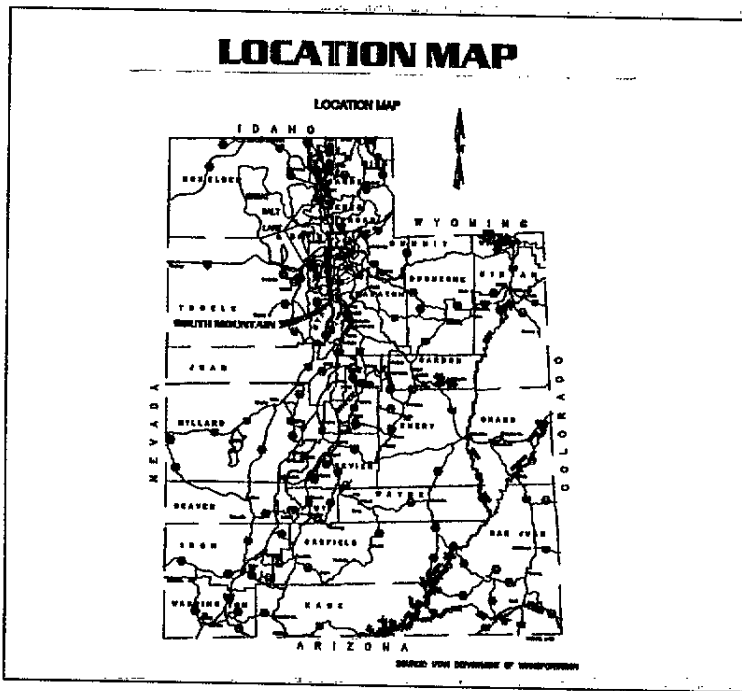


BK8369PG5737

EXHIBIT "C"
Project Build Out Plan

SOUTH MOUNTAIN

REMAINING PHASES



DRAWING

MASTER PLAN	
M - 1	—
CONCEPT PLANS	
1 OF 12	—
2 OF 12	—
3 OF 12	—
4 OF 12	—
5 OF 12	—
6 OF 12	—
7 OF 12	—
8 OF 12	—
9 OF 12	—
10 OF 12	—
11 OF 12	—
12 OF 12	—

PROPOSED PLANS AS

DEVELOPER:



SOUTH MOUNTAIN
 350 South 400 East suite 207
 Salt Lake City, Utah 84111
 (801) 363-4270

BK 8369 PG 5739

MOUNTAIN

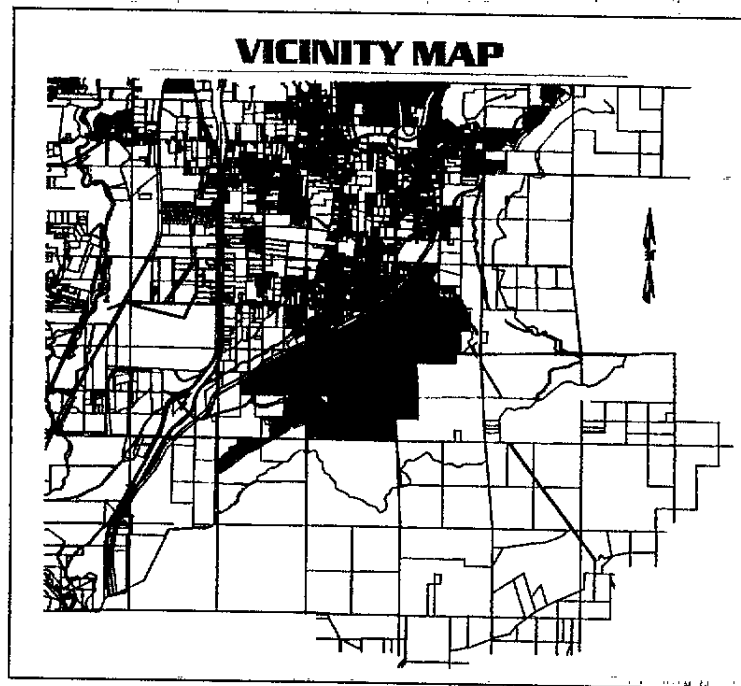
PHASE BUILD OUT PLAN

INDEX

MASTER PLAN

- PHASE 3B-2
- PHASES 4 / 5
- PHASE 6
- PHASE 7
- PHASE 8
- PHASE 9
- PHASE 10
- PHASE 11 NORTH
- PHASE 11 SOUTH
- PHASE 12 - TOWNHOMES
- PHASE 13 (3F)
- PHASE 14

OF DECEMBER 30, 1999



ENGINEER:



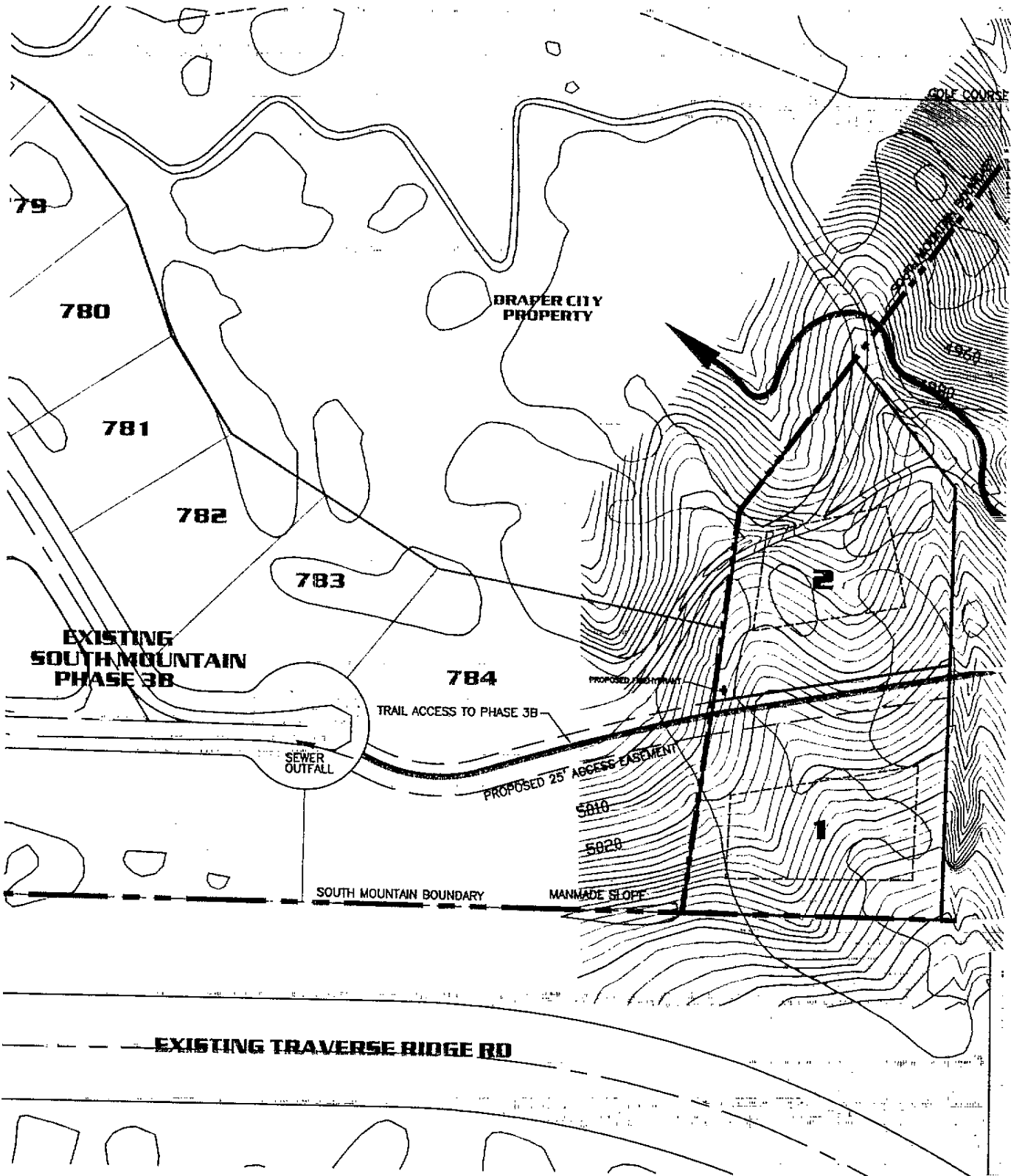
**WILDING
ENGINEERING, INC**

12411 SOUTH FORT STREET
DRAPER, UTAH 84020
(801)553-8112

3 2000

BK8369P65740

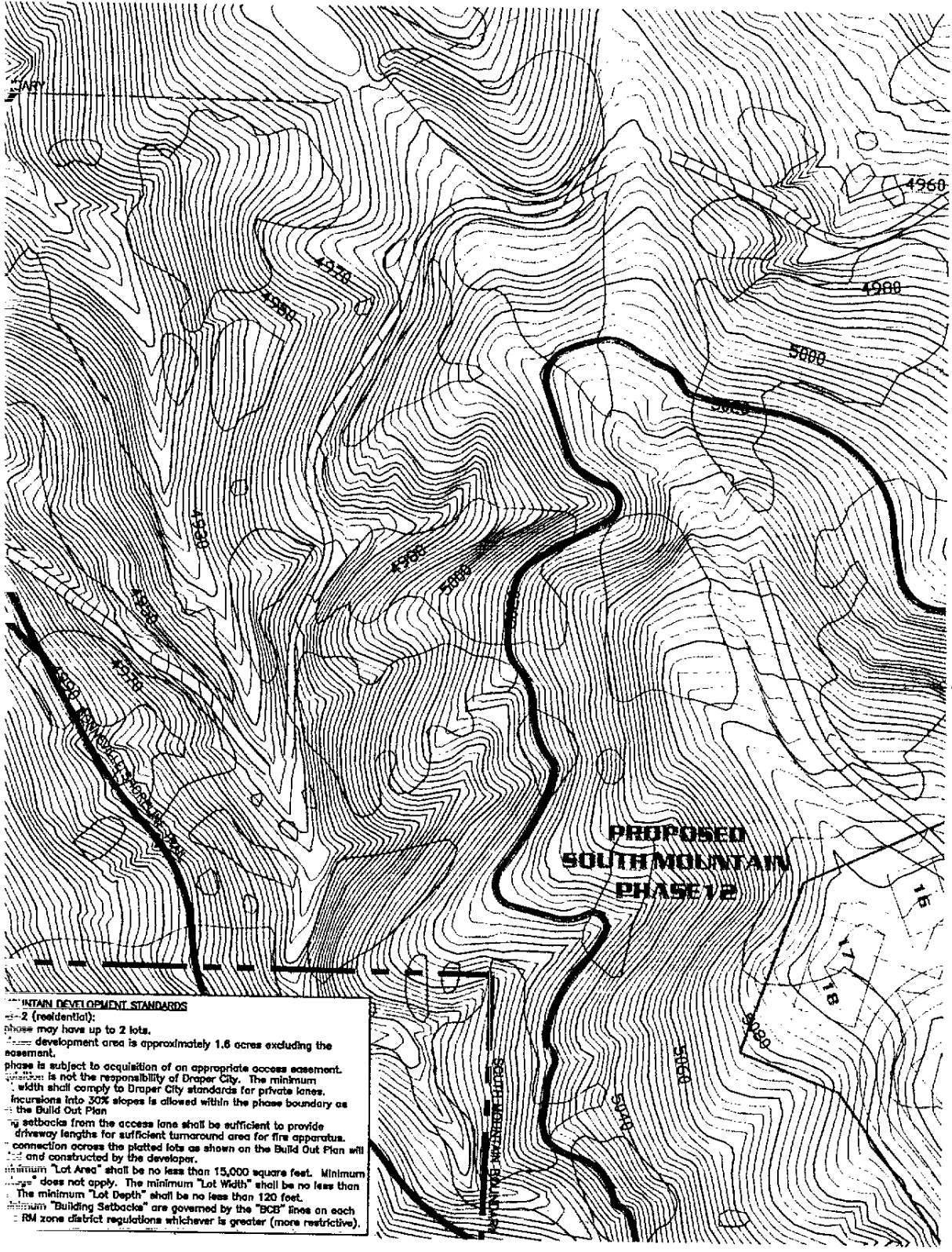
SOUTH MOUNTAIN SUBDIVISION PHASE 3B-2 BUILD OUT PLAN



LEGEND	
	STREET SEGMENTS WITH UP TO 14% GRADE
	STREET SEGMENTS WITH REDUCED INTERSECTION APPROACH LENGTH
	ANTICIPATED MASS GRADE AREA

PLAN LEGEND AND TABULATION SUMMARY	
TOPOGRAPHY PROVIDED BY AERO GRAPHICS 1996	
SLOPES : 30% - 40%	
40% >	
EXISTING TREES	
EXISTING DIRT TRAILS & ROADS	
PHASE BOUNDARY LINE	
MAXIMUM BUILDING ENVELOPE	
PHASE BOUNDARY ACREAGE :	1.64 AC.
30%+ SLOPE AREA DISTURBED WITHIN PHASE BOUNDARY:	0.09 AC.
NUMBER OF LOTS :	2 LOTS

WILDING ENGINEERING, INC.
 3411 SOUTH FOREST STREET
 DALLAS, TEXAS 75246
 (972) 353-8112

ENGINEER

Date: 12/30/99
 Drawn By: GDW
 Designed by: -
 Checked By: TS
 File Name: PHASE3B2.DWG

SOUTH MOUNTAIN SUBDIVISION
 100 South Mountain Blvd
 Salt Lake City, Utah 84111
 (801) 468-4870

SOUTH MOUNTAIN SUBDIVISION
 PHASE 3B-2
 BUILD OUT PLAN

at Draper, Utah

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 of 012

MINIMUM DEVELOPMENT STANDARDS
 R-2 (residential):
 phase may have up to 2 lots.
 development area is approximately 1.6 acres excluding the easement.
 phase is subject to acquisition of an appropriate access easement.
 is not the responsibility of Draper City. The minimum width shall comply to Draper City standards for private lanes.
 incursions into 30% slopes is allowed within the phase boundary as the Build Out Plan
 setbacks from the access lane shall be sufficient to provide driveway lengths for sufficient turnaround area for fire apparatus.
 connection across the platted lots as shown on the Build Out Plan will be and constructed by the developer.
 minimum "Lot Area" shall be no less than 15,000 square feet. Minimum "Lot Depth" does not apply. The minimum "Lot Width" shall be no less than 120 feet.
 minimum "Building Setbacks" are governed by the "BCB" lines on each RM zone district regulations whichever is greater (more restrictive).

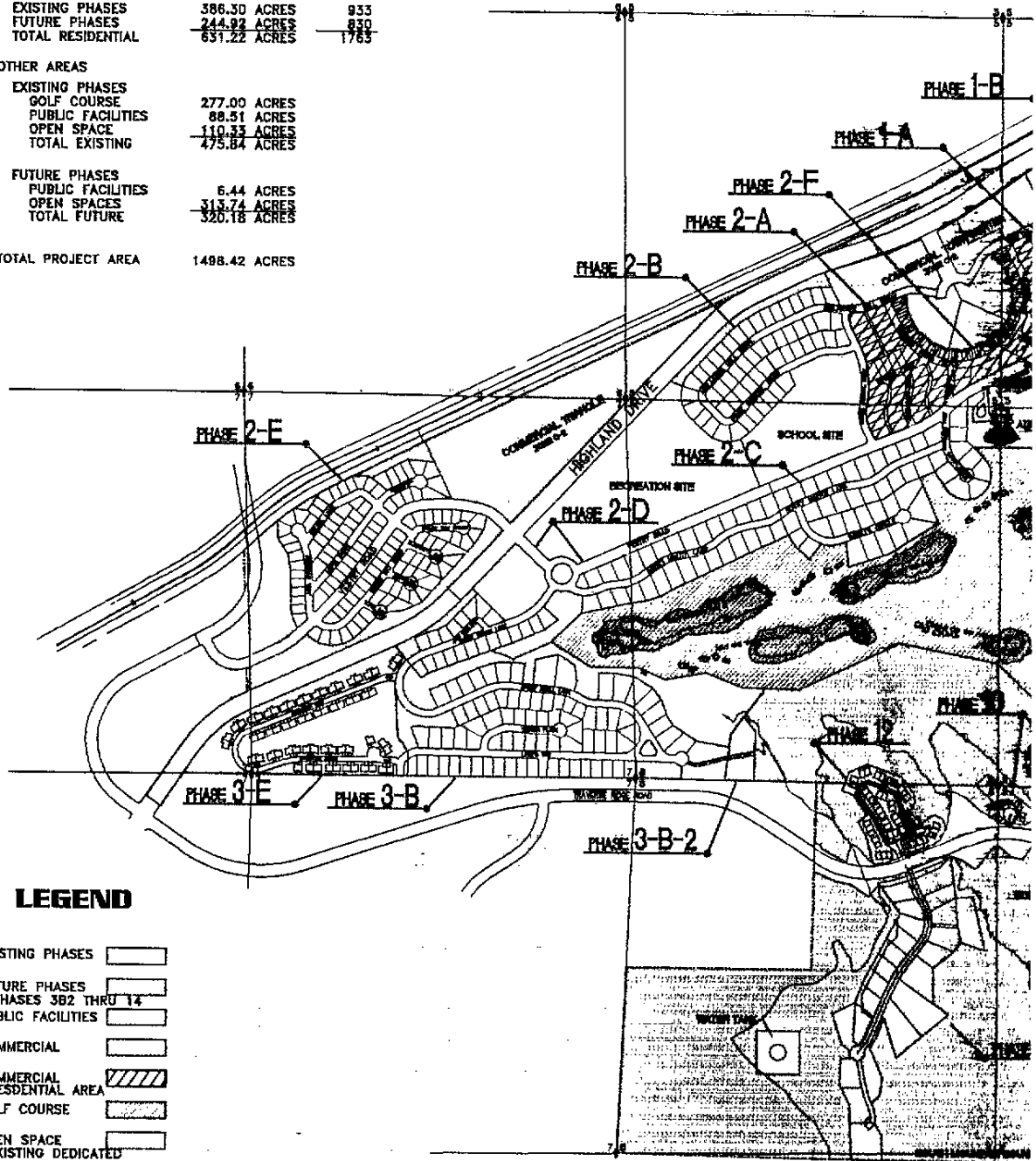
BK 8369P05742

SOUTH MOUNTAIN SUBDIVISION MASTER PLAN



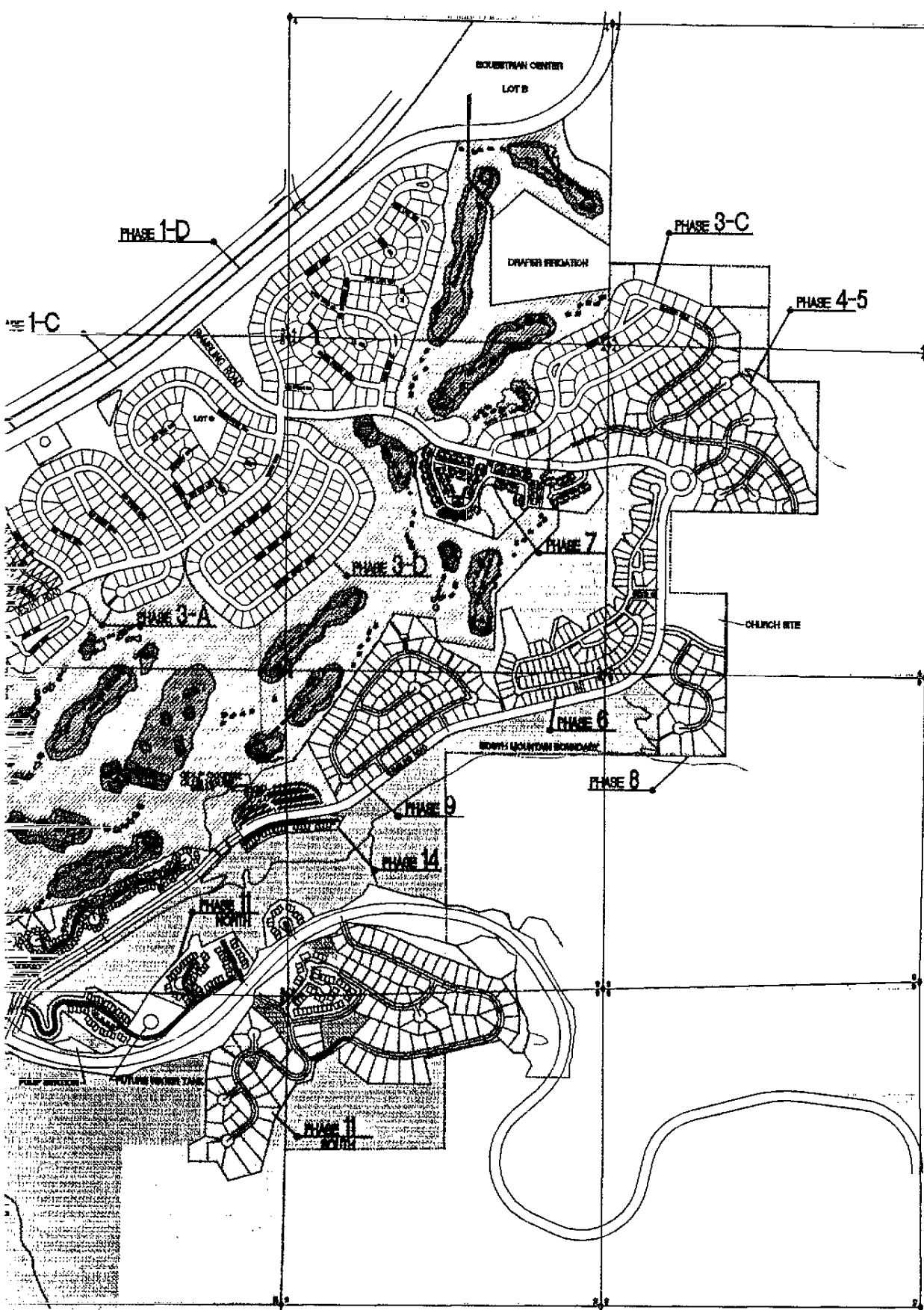
TABULATION TABLE

COMMERCIAL ZONES	ACREAGE	RESIDENTIAL UNITS
COMMERCIAL USES	48.86 ACRES	
RESIDENTIAL USES	22.52 ACRES	149
TOTAL COMMERCIAL	71.18 ACRES	149
RESIDENTIAL ZONES		
EXISTING PHASES	386.30 ACRES	933
FUTURE PHASES	244.92 ACRES	830
TOTAL RESIDENTIAL	631.22 ACRES	1763
OTHER AREAS		
EXISTING PHASES		
GOLF COURSE	277.00 ACRES	
PUBLIC FACILITIES	88.51 ACRES	
OPEN SPACE	110.33 ACRES	
TOTAL EXISTING	475.84 ACRES	
FUTURE PHASES		
PUBLIC FACILITIES	6.44 ACRES	
OPEN SPACES	313.74 ACRES	
TOTAL FUTURE	320.18 ACRES	
TOTAL PROJECT AREA	1498.42 ACRES	



LEGEND

EXISTING PHASES	
FUTURE PHASES	
PHASES 3B2 THRU 14	
PUBLIC FACILITIES	
COMMERCIAL	
COMMERCIAL RESIDENTIAL AREA	
GOLF COURSE	
OPEN SPACE	
EXISTING DEDICATED	
OPEN SPACE TO BE DEDICATED	



**WILDING
ENGINEERING, INC.**
2411 SOUTH FORT STREET
SALT LAKE CITY, UTAH 84119

ENGINEER

Date: 12/30/99
 Drawn By: GDW
 Designed by: -
 Checked By: JS
 File Name: MASTER BASE.DWG

SOUTH MOUNTAIN
1548 South Fort Street
Salt Lake City, Utah 84119
(801) 487-1111 FAX (801) 487-1111

SOUTH MOUNTAIN SUBDIVISION
MASTER PLAN

M - 1

at Draper, Utah

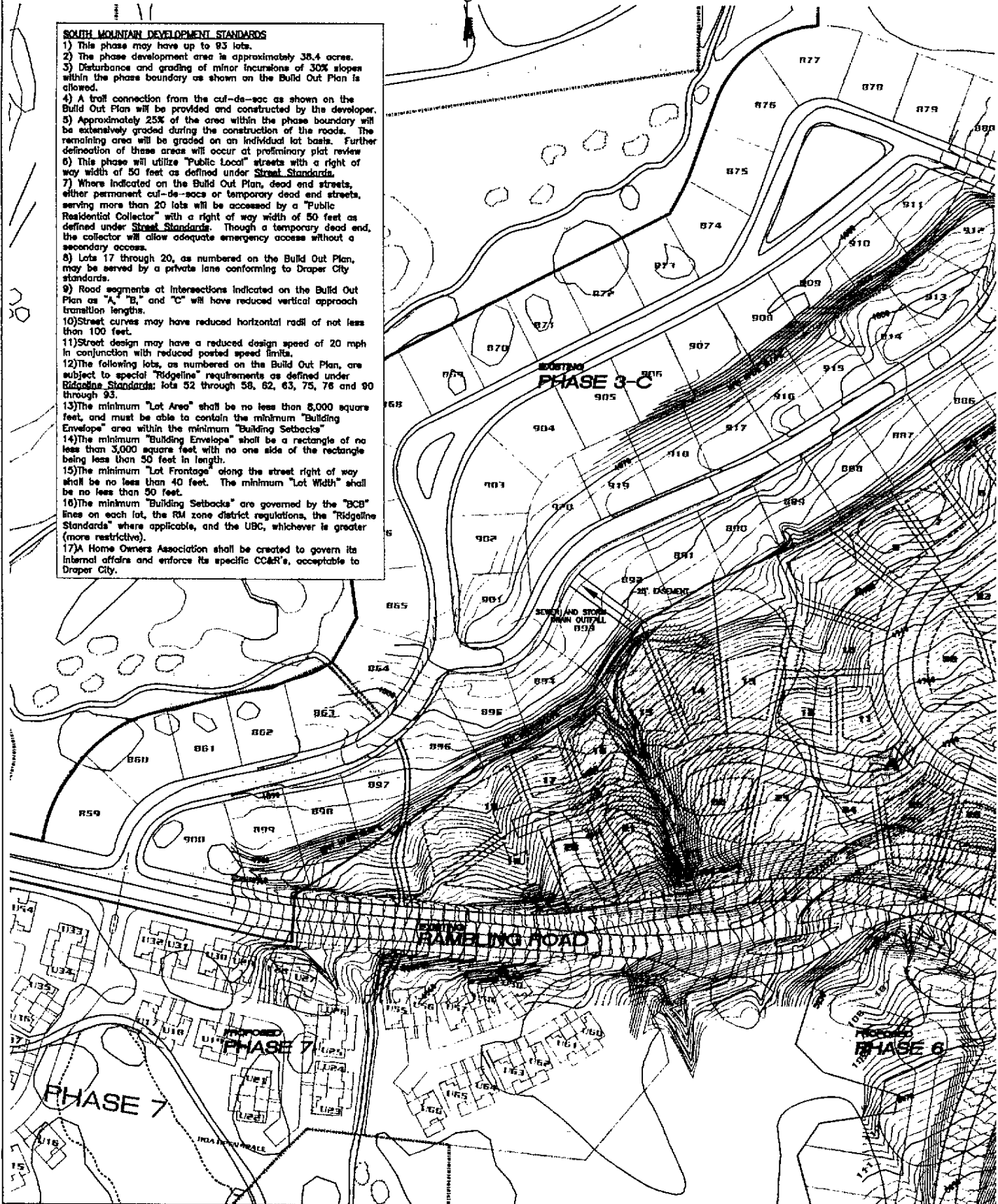
BK 8369 P35744

SOUTH MOUNTAIN SUBDIVISION PHASE 4 / 5 BUILD OUT PLAN



SOUTH MOUNTAIN DEVELOPMENT STANDARDS

- 1) This phase may have up to 93 lots.
- 2) The phase development area is approximately 38.4 acres.
- 3) Disturbance and grading of minor incursions of 30% slopes within the phase boundary as shown on the Build Out Plan is allowed.
- 4) A trail connection from the cul-de-sac as shown on the Build Out Plan will be provided and constructed by the developer.
- 5) Approximately 25% of the area within the phase boundary will be extensively graded during the construction of the roads. The remaining area will be graded on an individual lot basis. Further definition of these areas will occur at preliminary plat review.
- 6) This phase will utilize "Public Local" streets with a right of way width of 50 feet as defined under Street Standards.
- 7) Where indicated on the Build Out Plan, dead end streets, either permanent cul-de-sacs or temporary dead end streets, serving more than 20 lots will be accessed by a "Public Residential Collector" with a right of way width of 50 feet as defined under Street Standards. Though a temporary dead end, the collector will allow adequate emergency access without a secondary access.
- 8) Lots 17 through 20, as numbered on the Build Out Plan, may be served by a private lane conforming to Draper City standards.
- 9) Road segments at intersections indicated on the Build Out Plan as "A," "B," and "C" will have reduced vertical approach transition lengths.
- 10) Street curves may have reduced horizontal radii of not less than 100 feet.
- 11) Street design may have a reduced design speed of 20 mph in conjunction with reduced posted speed limits.
- 12) The following lots, as numbered on the Build Out Plan, are subject to special "RidgeLine" requirements as defined under RidgeLine Standards: lots 52 through 58, 62, 63, 75, 76 and 90 through 93.
- 13) The minimum "Lot Area" shall be no less than 6,000 square feet, and must be able to contain the minimum "Building Envelope" area within the minimum "Building Setbacks".
- 14) The minimum "Building Envelope" shall be a rectangle of no less than 3,000 square feet with no one side of the rectangle being less than 50 feet in length.
- 15) The minimum "Lot Frontage" along the street right of way shall be no less than 40 feet. The minimum "Lot Width" shall be no less than 50 feet.
- 16) The minimum "Building Setbacks" are governed by the "BCB" lines on each lot, the RM zone district regulations, the "RidgeLine Standards" where applicable, and the UBC, whichever is greater (more restrictive).
- 17) A Home Owners Association shall be created to govern its internal affairs and enforce its specific CC&R's, acceptable to Draper City.



LEGEND	
	STREET SEGMENTS WITH UP TO 14% GRADE
	STREET SEGMENTS WITH REDUCED INTERSECTION APPROACH LENGTH
	ANTICIPATED MASS GRADE AREA

PLAN LEGEND AND TABULATION SUMMARY	
TOPOGRAPHY PROVIDED BY AERO GRAPHICS 1996	
SLOPES : 30% - 40%	
40% >	
EXISTING TREES	
EXISTING DIRT TRAILS & ROADS	
PHASE BOUNDARY LINE	
MAXIMUM BUILDING ENVELOPE	
PHASE BOUNDARY ACREAGE :	36.38 AC.
30%+ SLOPE AREA DISTURBED WITHIN PHASE BOUNDARY:	0.35 AC.
NUMBER OF LOTS :	93 LOTS



WILDING ENGINEERING, INC.
 1241 SOUTH PINE STREET
 DRAPER, UTAH 84020
 (801) 552-1112

ENGINEER

Date: 12/30/99
 Drawn By: GRW
 Designed By: ---
 Checked By: JTS
 File Name: PHASE4_5.DWG

SOUTH MOUNTAIN
 1248 South Pine Street
 Draper, Utah 84020
 (801) 552-4411 Fax (801) 552-4444

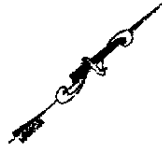
SOUTH MOUNTAIN SUBDIVISION
 PHASE 4 / 5
 BUILD OUT PLAN

at Draper, Utah

002
 of 012

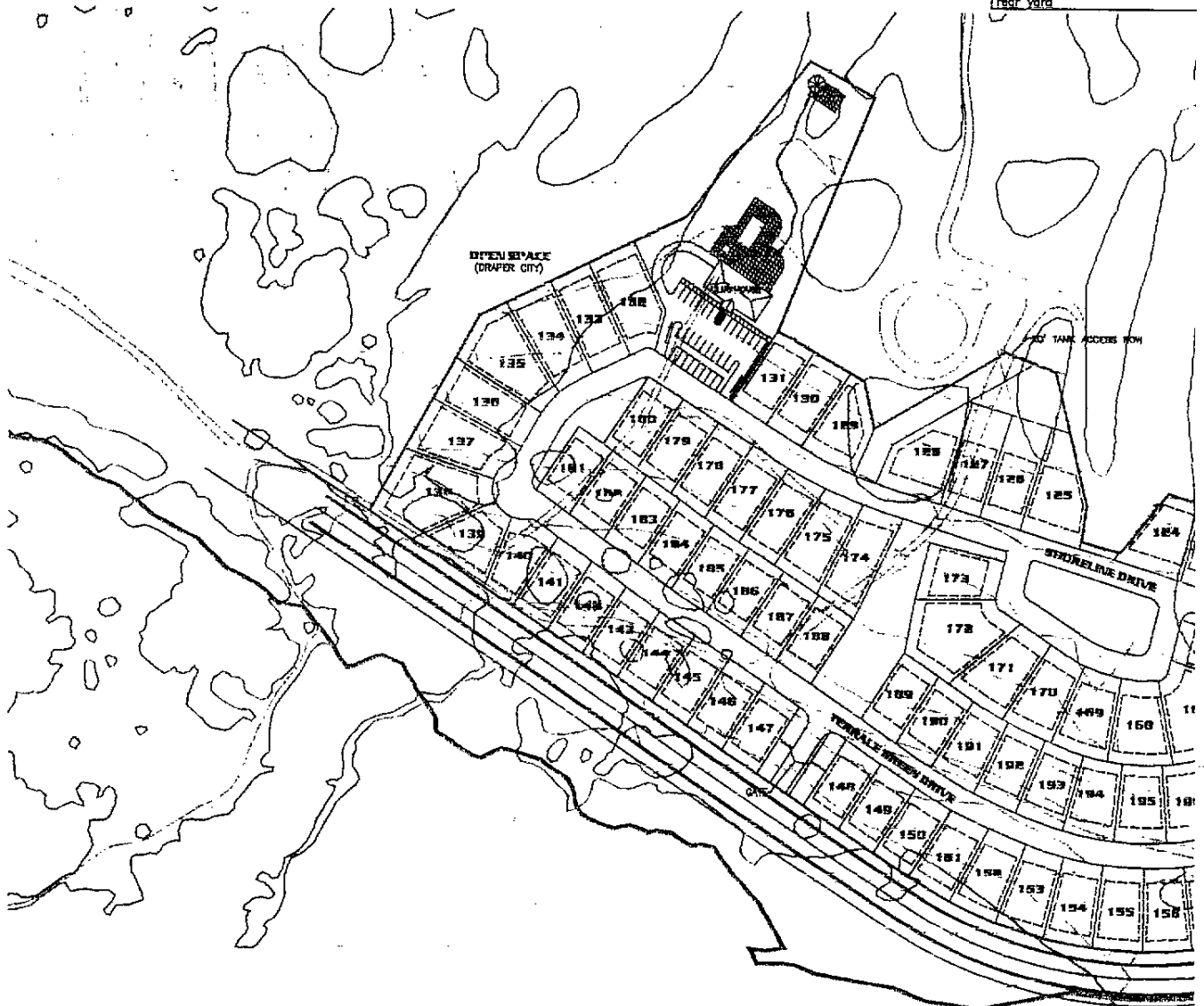
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SOUTH MOUNTAIN SUBDIVISION PHASE 6 BUILD OUT PLAN



SOUTH MOUNTAIN DEVELOPMENT

- 1) This phase may have up to 10 lots.
- 2) The phase development area is bounded by the phase boundary as shown on this plan.
- 3) Disturbance and grading of the phase boundary as shown on this plan may be progressive in stages.
- 4) The entire phase may be progressed in stages.
- 5) All internal streets shall be approved by the Home Owners Association acceptable to the City.
- 6) A Home Owners Association shall be formed and enforce its specific rules and regulations.
- 7) This phase will utilize "Private" streets with a minimum width of 32 feet as defined under the City Code.
- 8) Road segments at intersection shall be designated as "A," "B," and "C" and shall have reduced lengths.
- 9) Street curves may have reduced radii of 100 feet.
- 10) Street design may have a reduced posted speed limit in conjunction with reduced posted design elements pursuant to the City Code published by ITE.
- 11) The minimum "Lot Area" shall be 2,500 square feet with no less than 40 feet in length.
- 12) The minimum "Building Envelope" shall be no less than 35 feet, and the "Frontage" shall be no less than 50 feet.
- 13) The minimum "Building Setback" shall be as follows:
 - front yard to front porch;
 - to main building line;
 - to garage;
 - to side of building on corner side yard, interior side yard;
 - rear yard.



PHASES
lots.
approximately 24.2 acres.
Incursions of 30% slopes within
Build Out Plan is allowed.
as development of this phase
is and maintained by a Home
owner City.
be created to govern its Internal
R's, acceptable to Draper City.
streets with a right of way
Street Standards.
indicated on the Build Out Plan
vertical approach transition
horizontal radii of not less than
design speed of 20 mph in
limits and traffic calming
"Of The Art For Traffic Calming"
no less than 4,000 square feet.
shall be a rectangle of no less
side of the rectangle being less
the street right of way shall
"Lot Width" shall be no less
shall be no less than as
12 feet
15 feet
20 feet
15 feet
5 feet
15 feet

LEGEND	
	STREET SEGMENTS WITH UP TO 14% GRADE
	STREET SEGMENTS WITH REDUCED INTERSECTION APPROACH LENGTH
	ANTICIPATED MASS GRADE AREA

PLAN LEGEND AND TABULATION SUMMARY	
TOPOGRAPHY PROVIDED BY AERO GRAPHICS 1996	
SLOPES : 30% - 40%	
40% >	
EXISTING TREES	
EXISTING DIRT TRAILS & ROADS	
PHASE BOUNDARY LINE	
MAXIMUM BUILDING ENVELOPE	
PHASE BOUNDARY ACREAGE :	24.23 AC.
30%+ SLOPE AREA DISTURBED WITHIN PHASE BOUNDARY:	0.22 AC.
NUMBER OF LOTS :	100 LOTS

ENGINEER

WILDING ENGINEERING, INC.
13411 SOUTH HORSFORD STREET
DRAPER, UTAH 84020
(801) 551-1111



Date: 12/30/99
Drawn By: GDW
Designed by: --
Checked By: JS
File Name: PHASE6-HD.DWG

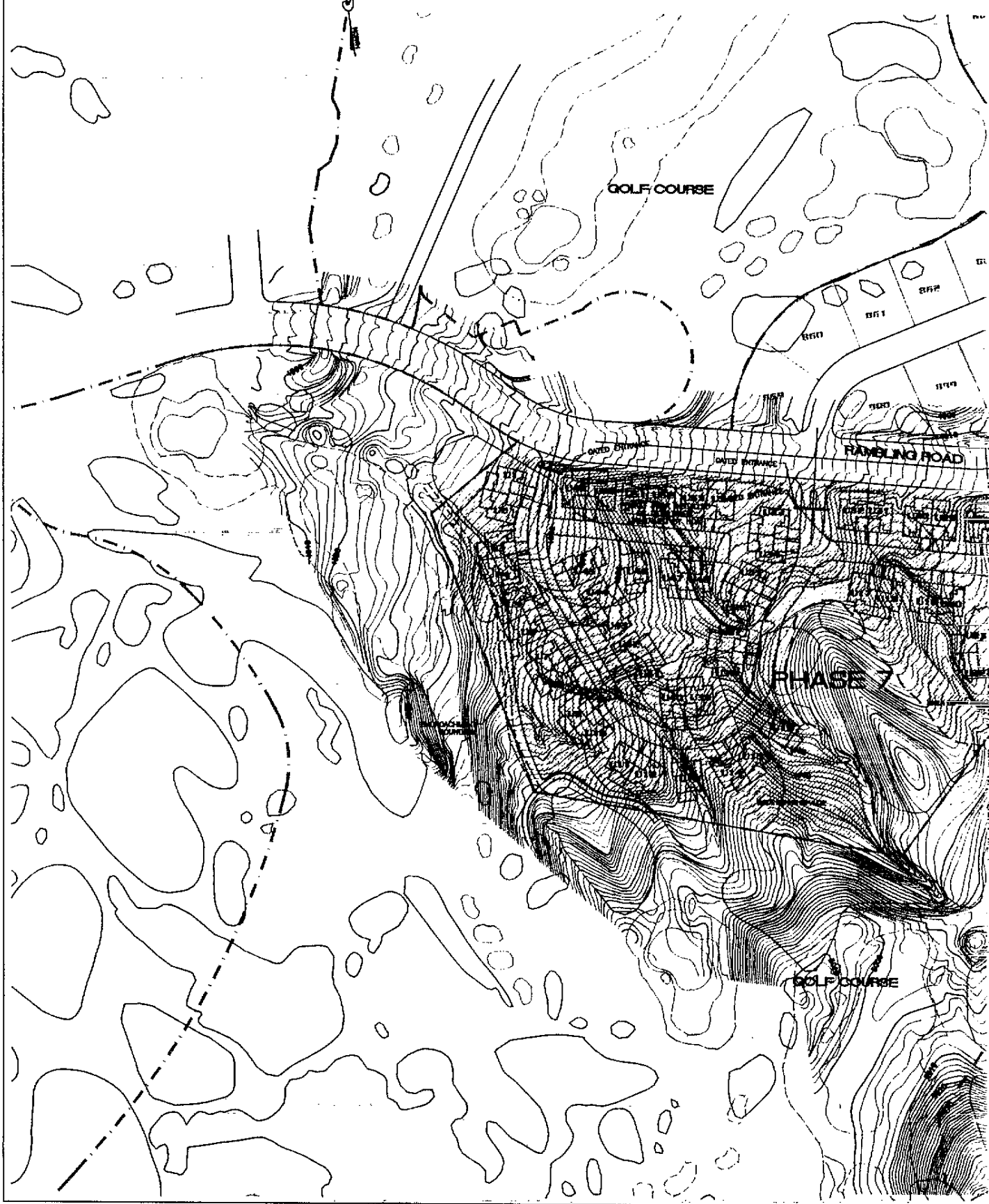
SOUTH MOUNTAIN SUBDIVISION
100 SOUTH MOUNTAIN SUBDIVISION
DRAPER, UTAH 84020
(801) 551-1111

SOUTH MOUNTAIN SUBDIVISION
PHASE 6
BUILD OUT PLAN
at Draper, Utah

BK 8369 PG 5748

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of 012

SOUTH MOUNTAIN SUBDIVISION PHASE 7 BUILD OUT PLAN (ASSUMES MASS GRADING)

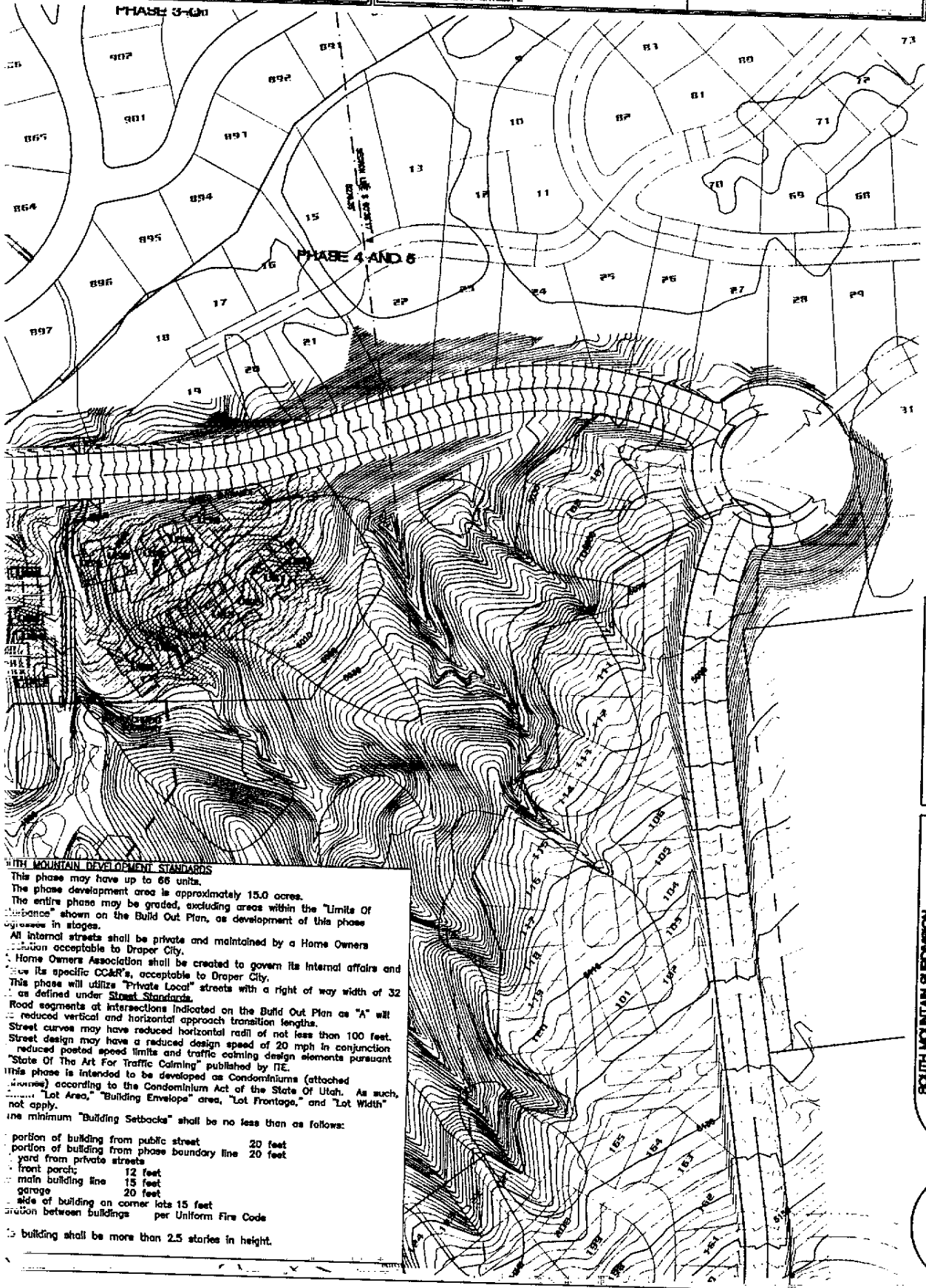


LEGEND	
	STREET SEGMENTS WITH UP TO 14% GRADE
	STREET SEGMENTS WITH REDUCED INTERSECTION APPROACH LENGTH
	ANTICIPATED MASS GRADE AREA

PLAN LEGEND AND TABULATION SUMMARY	
TOPOGRAPHY PROVIDED BY AERO GRAPHICS 1998	
SLOPES : 30% - 40%	
40% >	
EXISTING TREES	
EXISTING DIRT TRAILS & ROADS	
PHASE BOUNDARY LINE	
LIMITS OF DISTURBANCE	
MAXIMUM BUILDING ENVELOPE	
PHASE BOUNDARY ACREAGE :	15.97 AC.
DISTURBANCE BOUNDARY ACREAGE :	12.24 AC.
30%+ SLOPE AREA DISTURBED WITHIN PHASE BOUNDARY:	2.48 AC.
NUMBER OF UNITS :	66 UNITS

WILDING ENGINEERING, INC.

1241 SOUTH ROBERT STREET
DRAPER, UTAH 84040
(801) 552-1112

Date: 12/30/99
 Drawn By: JDH
 Designed By: _____
 Checked By: JTS
 File Name: PHASE7-CONDOS.DWG

SOUTH MOUNTAIN SUBDIVISION

1000 SOUTH MOUNTAIN BLVD
 SUITE 100
 DRAPER, UTAH 84040
 (801) 552-1112

SOUTH MOUNTAIN SUBDIVISION
**PHASE 7
 BUILD OUT PLAN**
 at Draper, Utah

004
 of 012

SOUTH MOUNTAIN DEVELOPMENT STANDARDS

This phase may have up to 66 units.
 The phase development area is approximately 15.0 acres.
 The entire phase may be graded, excluding areas within the "Limits of Disturbance" shown on the Build Out Plan, as development of this phase progresses in stages.

All internal streets shall be private and maintained by a Home Owners Association acceptable to Draper City.

Home Owners Association shall be created to govern its internal affairs and issue its specific CC&R's, acceptable to Draper City.

This phase will utilize "Private Local" streets with a right of way width of 32 feet as defined under Street Standards.

Road segments at intersections indicated on the Build Out Plan as "A" will have reduced vertical and horizontal approach transition lengths.

Street curves may have reduced horizontal radii of not less than 100 feet.

Street design may have a reduced design speed of 20 mph in conjunction with reduced posted speed limits and traffic calming design elements pursuant to "State Of The Art For Traffic Calming" published by ITE.

This phase is intended to be developed as Condominiums (attached or detached) according to the Condominium Act of the State Of Utah. As such, "Lot Area," "Building Envelope" area, "Lot Frontage," and "Lot Width" do not apply.

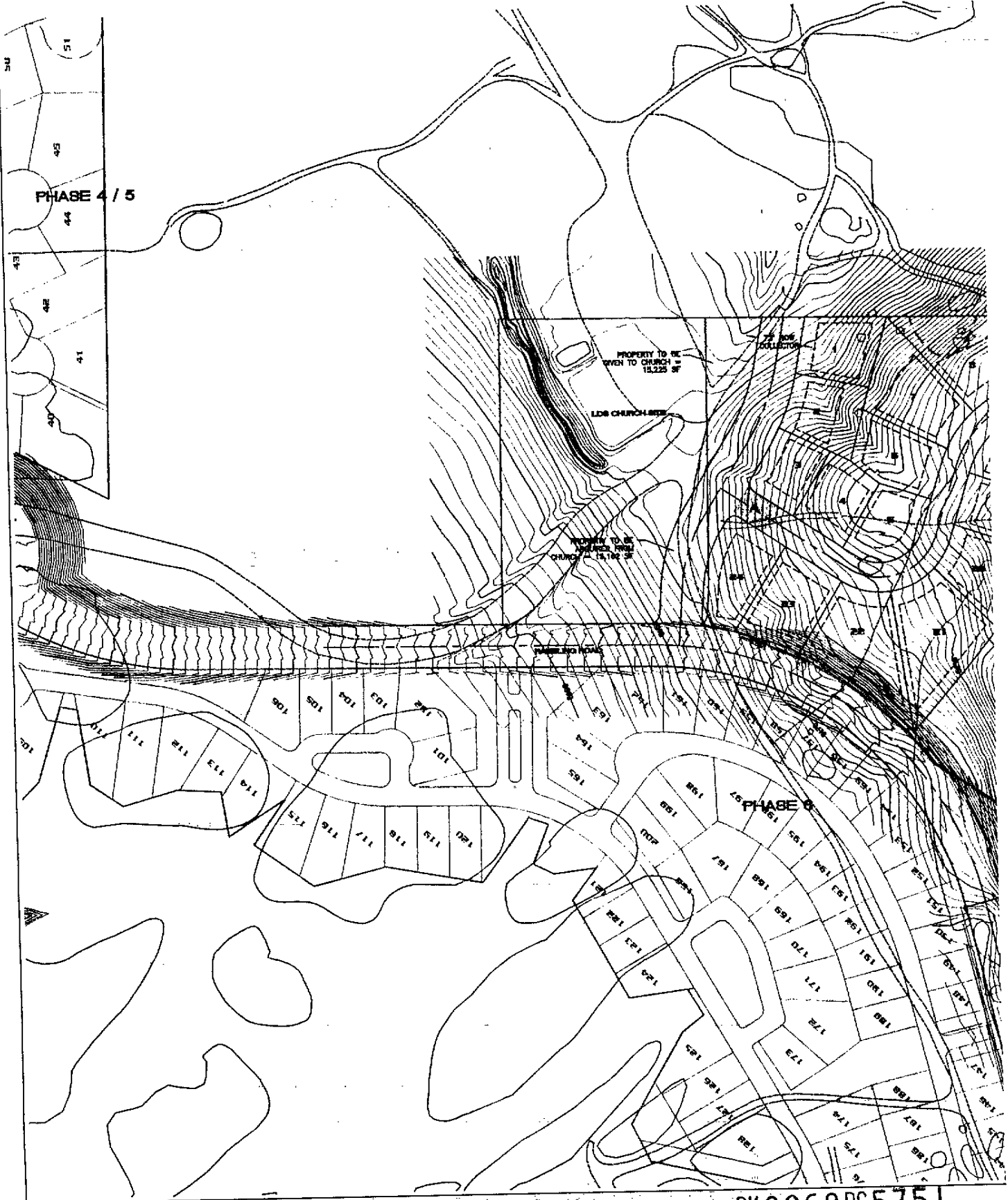
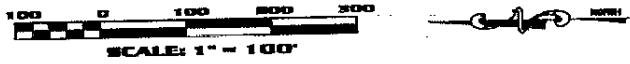
The minimum "Building Setbacks" shall be no less than as follows:

- portion of building from public street 20 feet
- portion of building from phase boundary line 20 feet
- yard from private streets 20 feet
- front porch 12 feet
- main building line 15 feet
- garage 20 feet
- side of building on corner lots 15 feet
- separation between buildings per Uniform Fire Code

no building shall be more than 2.5 stories in height.

BK 8369PG5750

SOUTH MOUNTAIN SUBDIVISION PHASE 8 BUILD OUT PLAN



BK8369PG5751

LEGEND	
	STREET SEGMENTS WITH UP TO 14% GRADE
	STREET SEGMENTS WITH REDUCED INTERSECTION APPROACH LENGTH
	ANTICIPATED MASS GRADE AREA

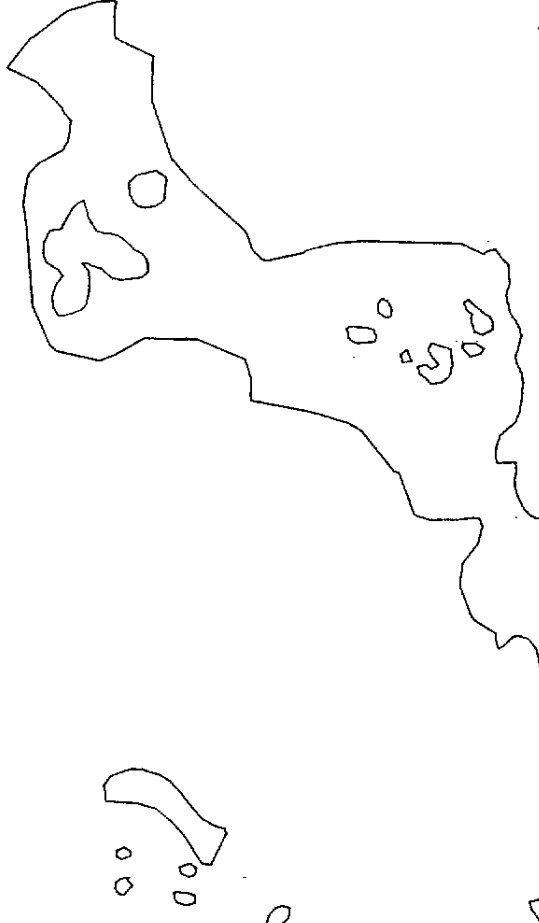
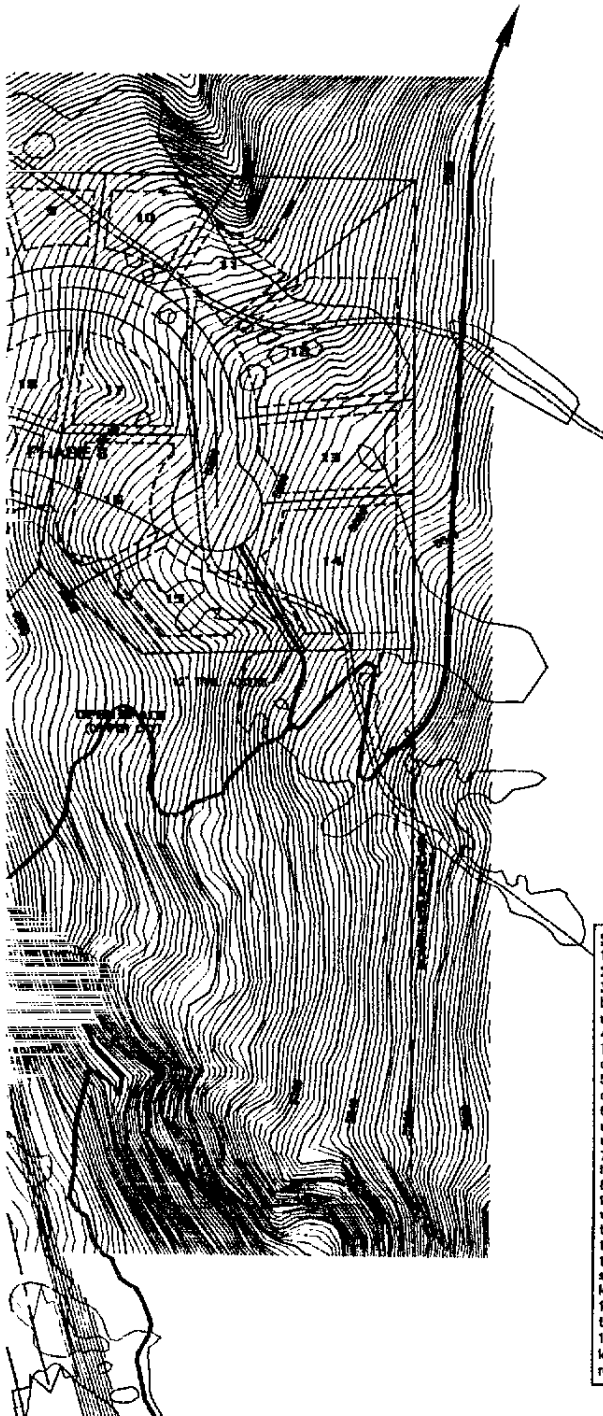
PLAN LEGEND AND TABULATION SUMMARY	
TOPOGRAPHY PROVIDED BY AERO GRAPHICS 1998	
SLOPES : 30% - 40%	
40% >	
EXISTING TREES	
EXISTING DIRT TRAILS & ROADS	
PHASE BOUNDARY LINE	
LIMITS OF DISTURBANCE	
MAXIMUM BUILDING ENVELOPE	
PHASE BOUNDARY ACREAGE :	12.88 AC.
DISTURBANCE BOUNDARY ACREAGE :	12.03 AC.
30%+ SLOPE AREA DISTURBED WITHIN PHASE BOUNDARY:	0.06 AC.
NUMBER OF LOTS :	24 LOTS

**WILDING
ENGINEERING, INC.**

2411 SOUTH PINE STREET
DENVER, CO 80222-1172
(303) 555-4172



ENGINEER



Date: 12/30/99
 Drawn By: GDW
 Designed By: --
 Checked By: JS
 File Name: PHASE8.DWG

SOUTH MOUNTAIN

2411 South Pine Street
Denver, CO 80222-1172
(303) 555-4172

SOUTH MOUNTAIN SUBDIVISION
**PHASE 8
 BUILD OUT PLAN**

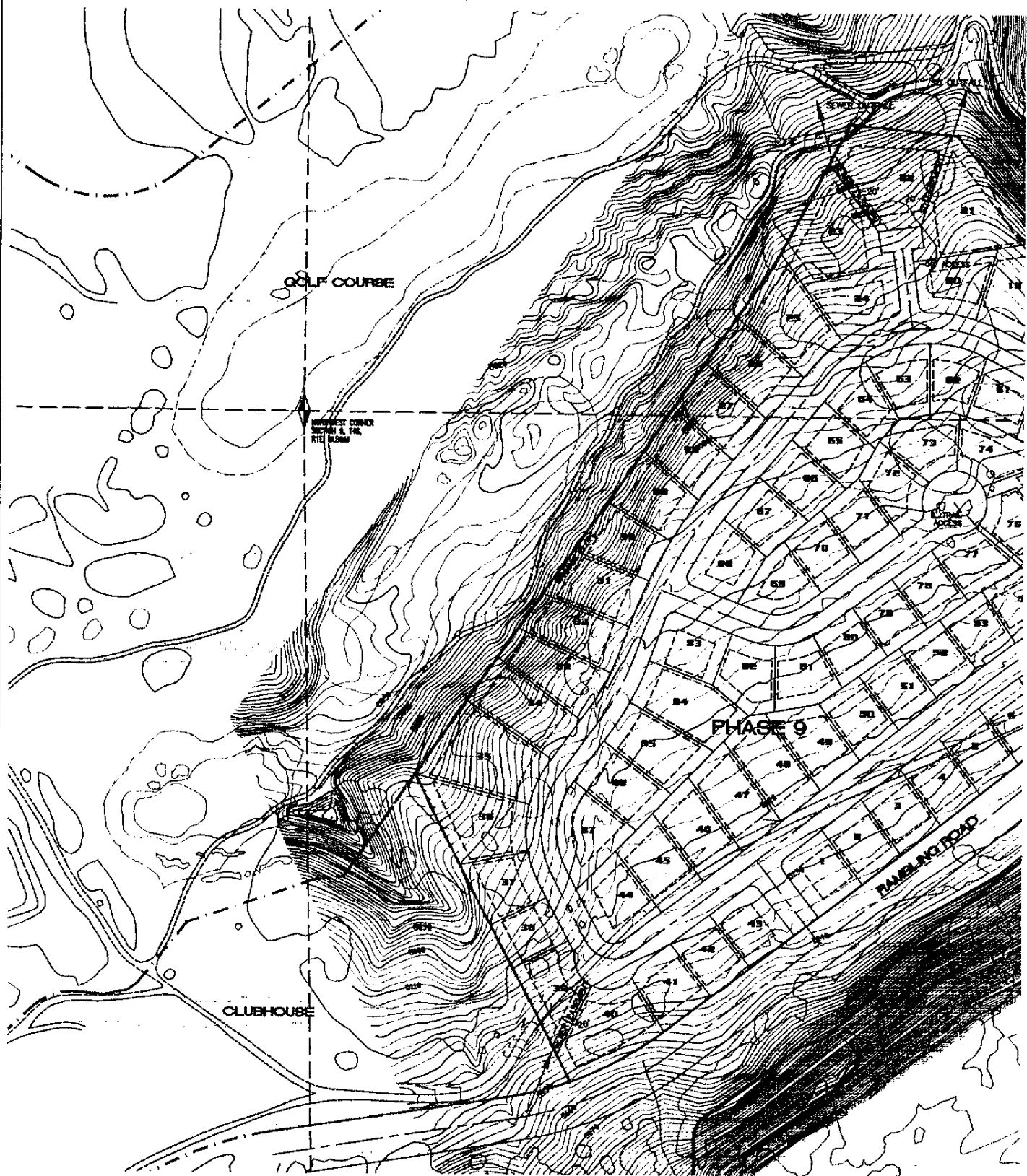
at Draper, Utah

- SOUTH MOUNTAIN DEVELOPMENT STANDARDS**
- 1) This phase may have up to 24 lots.
 - 2) The phase development area is approximately 12.7 acres.
 - 3) Disturbance and grading of minor incursions of 30% slopes within the phase boundary as shown on the Build Out Plan is allowed, excluding those areas within the "Limits Of Disturbance".
 - 4) This phase is accessed by a "Residential Collector" off from Rambling Road. Though a temporary dead end, the collector will allow adequate emergency access without a secondary access.
 - 5) A Home Owners Association shall be created to govern its internal affairs and enforce its specific C&M's, acceptable to Draper City.
 - 6) If "Gated," this phase will utilize "Private Local" streets with a right of way width of 50 feet, otherwise, "Public Local" streets will be utilized with a right of way width of 50 feet as defined under Street Standards.
 - 7) Road segments at intersections indicated on the Build Out Plan as "A" will have reduced vertical approach transition lengths.
 - 8) Street curves may have reduced horizontal radii of not less than 100 feet.
 - 9) Street design may have a reduced design speed of 20 mph in conjunction with reduced posted speed limits, and traffic calming design elements pursuant to "State Of The Art For Traffic Calming" published by ITE.
 - 10) The minimum "Lot Area" shall be no less than 9,000 square feet.
 - 11) The minimum "Building Envelope" shall be a rectangle of no less than 3,500 square feet with no one side of the rectangle being less than 40 feet in length.
 - 12) The minimum "Lot Frontage" along the street right of way shall be no less than 40 feet. The minimum "Lot Width" shall be no less than 50 feet.
 - 13) The minimum "Building Setbacks" are governed by the "BOB" lines on each lot, the R14 zone district regulations and the UBC, whichever is greater (more restrictive).

005
 of 012

BK 8369 P05752

SOUTH MOUNTAIN SUBDIVISION PHASE 9 BUILD OUT PLAN

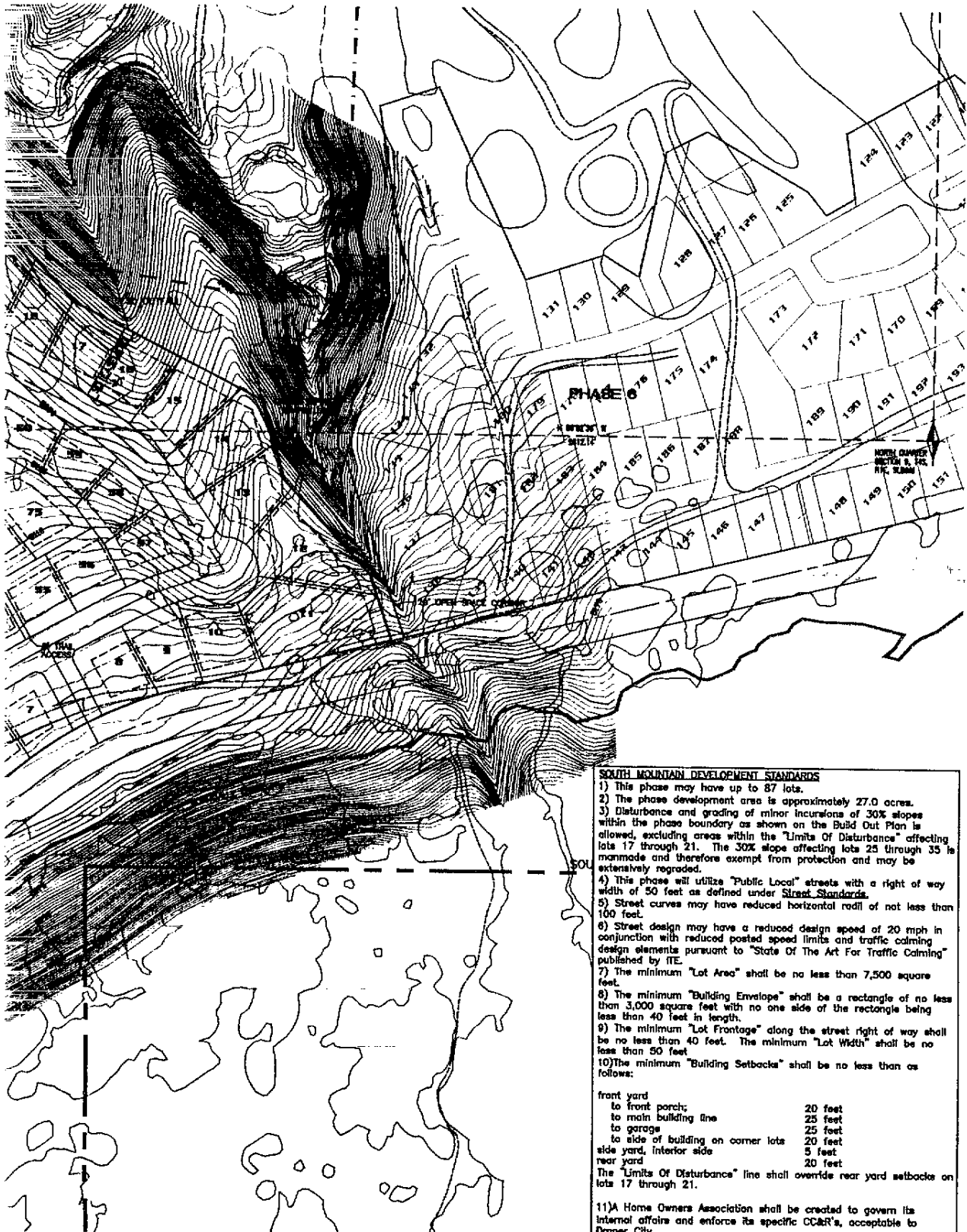


LEGEND	
	STREET SEGMENTS WITH UP TO 14% GRADE
	STREET SEGMENTS WITH REDUCED INTERSECTION APPROACH LENGTH
	ANTICIPATED MASS GRADE AREA

PLAN LEGEND AND TABULATION SUMMARY	
TOPOGRAPHY PROVIDED BY AERO GRAPHICS 1998	
SLOPES : 30% - 40%	
40% >	
EXISTING TREES	
EXISTING DIRT TRAILS & ROADS	
PHASE BOUNDARY LINE	
LIMITS OF DISTURBANCE	
MAXIMUM BUILDING ENVELOPE	
PHASE BOUNDARY ACREAGE :	26.81 AC.
DISTURBANCE BOUNDARY ACREAGE:	26.85 AC.
30%+ SLOPE AREA DISTURBED WITHIN PHASE BOUNDARY:	0.04 AC.
NUMBER OF LOTS :	87 LOTS

WILDING ENGINEERING, INC.
 311 S. CANTON STREET
 SALT LAKE CITY, UTAH 84103
 (801) 533-4112

ENGINEER



Date: 12/30/99
 Drawn By: GOW
 Designed by: _____
 Checked By: JTS
 File Name: PHASE9.DWG

SOUTH MOUNTAIN
 100 South 400 West
 Salt Lake City, Utah 84111
 (801) 466-4779

SOUTH MOUNTAIN SUBDIVISION
**PHASE 9
 BUILD OUT PLAN**
 at Draper, Utah

006
 of 012

- SOUTH MOUNTAIN DEVELOPMENT STANDARDS**
- 1) This phase may have up to 87 lots.
 - 2) The phase development area is approximately 27.0 acres.
 - 3) Disturbance and grading of minor incursions of 30% slopes within the phase boundary as shown on the Build Out Plan is allowed, excluding areas within the "Limits Of Disturbance" affecting lots 17 through 21. The 30% slope affecting lots 25 through 35 is manmade and therefore exempt from protection and may be extensively regraded.
 - 4) This phase will utilize "Public Local" streets with a right of way width of 50 feet as defined under Street Standards.
 - 5) Street curves may have reduced horizontal radii of not less than 100 feet.
 - 6) Street design may have a reduced design speed of 20 mph in conjunction with reduced posted speed limits and traffic calming design elements pursuant to "State Of The Art For Traffic Calming" published by ITE.
 - 7) The minimum "Lot Area" shall be no less than 7,500 square feet.
 - 8) The minimum "Building Envelope" shall be a rectangle of no less than 3,000 square feet with no one side of the rectangle being less than 40 feet in length.
 - 9) The minimum "Lot Frontage" along the street right of way shall be no less than 40 feet. The minimum "Lot Width" shall be no less than 50 feet.
 - 10) The minimum "Building Setbacks" shall be no less than as follows:

front yard	
to front porch	20 feet
to main building line	25 feet
to garage	25 feet
to side of building on corner lots	20 feet
side yard, interior side	5 feet
rear yard	20 feet

 The "Limits Of Disturbance" line shall override rear yard setbacks on lots 17 through 21.
 - 11) A Home Owners Association shall be created to govern its internal affairs and enforce its specific CCR's, acceptable to Draper City.

BK8369PG5754

SOUTH MOUNTAIN SUBDIVISION PHASE 10 BUILD OUT PLAN



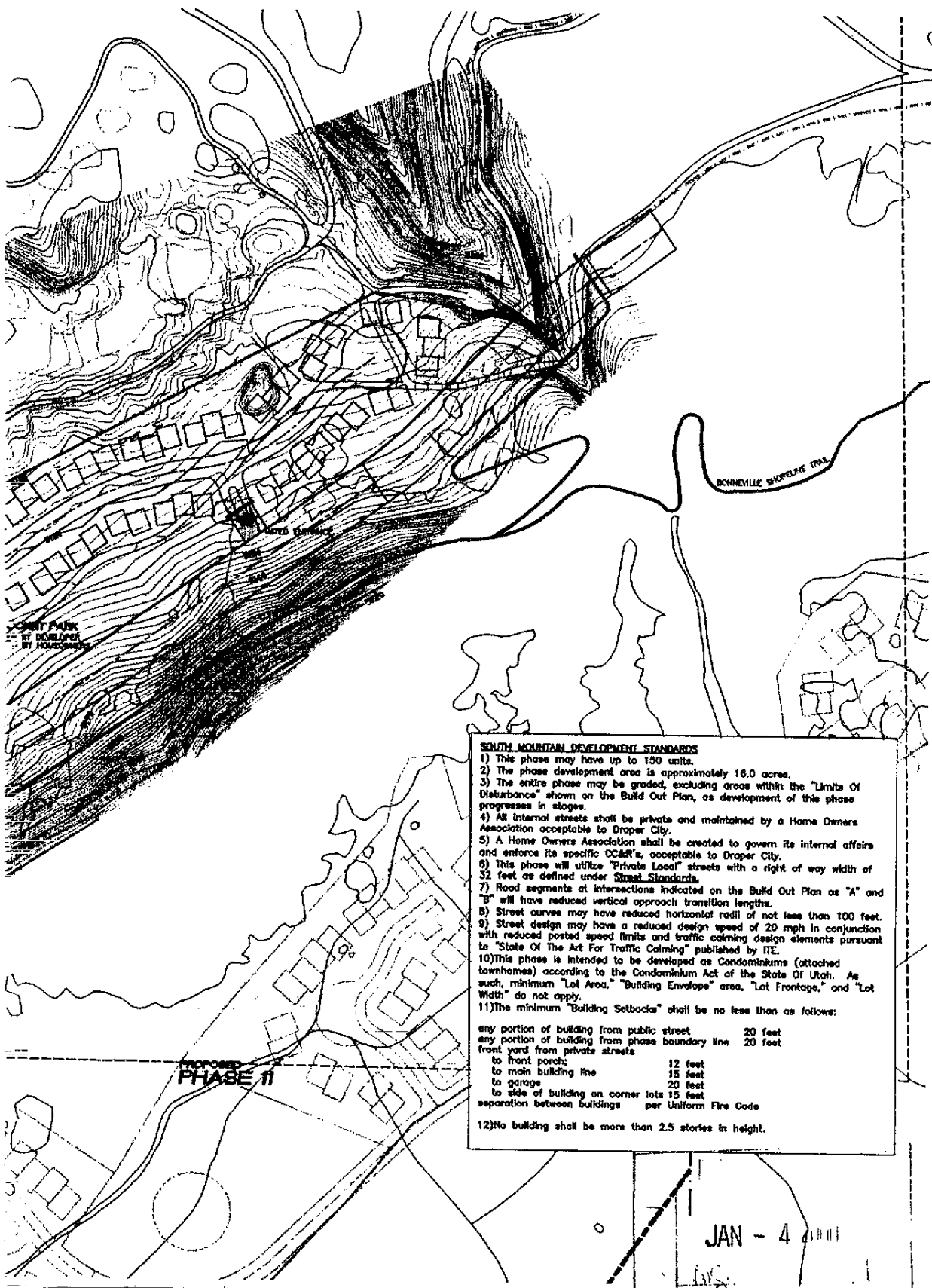
EXISTING
SOUTH MOUNTAIN
GOLF COURSE

PHASE 10

PHASE 10
PAVE TO ROAD PLAN

LEGEND	
	STREET SEGMENTS WITH UP TO 14% GRADE
	STREET SEGMENTS WITH REDUCED INTERSECTION APPROACH LENGTH
	ANTICIPATED MASS GRADE AREA

PLAN LEGEND AND TABULATION SUMMARY	
TOPOGRAPHY PROVIDED BY AERO DRAFTING 1996	
SLOPES : 30% - 40%	
40% >	
EXISTING TREES	
EXISTING DIRT TRAILS & ROADS	
PHASE BOUNDARY LINE	
LIMITS OF DISTURBANCE	
MAXIMUM BUILDING ENVELOPE	
PHASE BOUNDARY ACREAGE :	17.15 AC.
DISTURBANCE BOUNDARY ACREAGE :	16.38 AC.
30%+ SLOPE AREA DISTURBED WITHIN PHASE BOUNDARY :	0.00 AC.
NUMBER OF UNITS :	150 UNITS



SOUTH MOUNTAIN DEVELOPMENT STANDARDS

- 1) This phase may have up to 150 units.
- 2) The phase development area is approximately 16.0 acres.
- 3) The entire phase may be graded, excluding areas within the "Limits Of Disturbance" shown on the Build Out Plan, as development of this phase progresses in stages.
- 4) All internal streets shall be private and maintained by a Home Owners Association acceptable to Draper City.
- 5) A Home Owners Association shall be created to govern its internal affairs and enforce its specific CC&R's, acceptable to Draper City.
- 6) This phase will utilize "Private Local" streets with a right of way width of 32 feet as defined under Street Standards.
- 7) Road segments at intersections indicated on the Build Out Plan as "A" and "B" will have reduced vertical approach transition lengths.
- 8) Street curves may have reduced horizontal radii of not less than 100 feet.
- 9) Street design may have a reduced design speed of 20 mph in conjunction with reduced posted speed limits and traffic calming design elements pursuant to "State Of The Art For Traffic Calming" published by ITE.
- 10) This phase is intended to be developed as Condominiums (attached townhomes) according to the Condominium Act of the State Of Utah. As such, minimum "Lot Area," "Building Envelope" area, "Lot Frontage," and "Lot Width" do not apply.
- 11) The minimum "Building Setbacks" shall be no less than as follows:

any portion of building from public street	20 feet
any portion of building from phase boundary line	20 feet
front yard from private streets	
to front porch:	12 feet
to main building line	15 feet
to garage	20 feet
to side of building on corner lots	15 feet
separation between buildings	per Uniform Fire Code
- 12) No building shall be more than 2.5 stories in height.

**WILDING
ENGINEERING, INC.**

1541 SOUTH FORT STREET
SALT LAKE CITY, UTAH 84119
(801) 488-1111

Date: 12/30/99
 Drawn By: JDH
 Designed by: --
 Checked By: JS
 File Name: PHASE10.DWG

SOUTH MOUNTAIN

1540 South Fort Street
Salt Lake City, Utah 84119
(801) 488-1111 FAX (801) 488-8888

SOUTH MOUNTAIN SUBDIVISION
 PHASE 10
 BUILD OUT PLAN
 at Draper, Utah

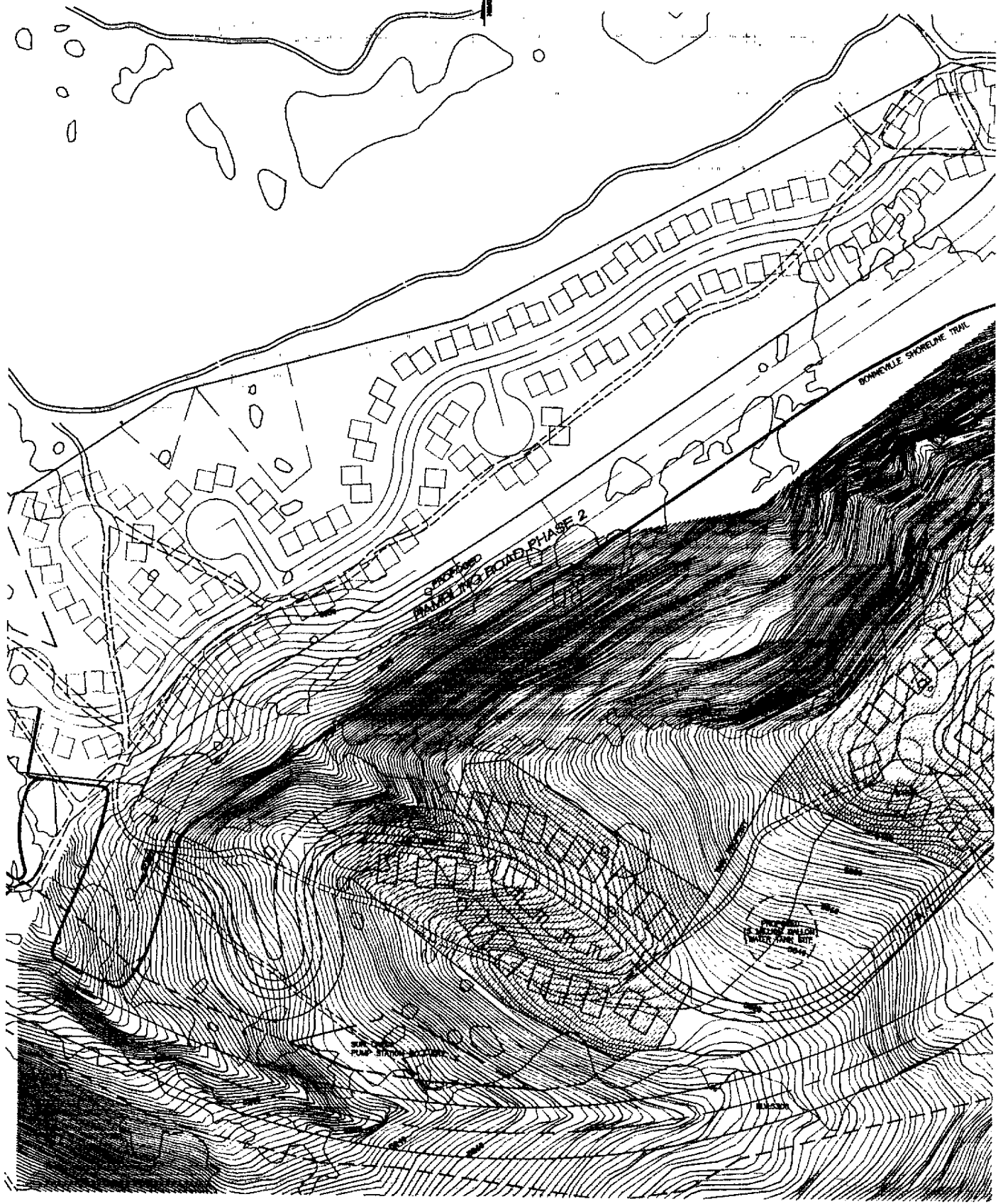
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JAN - 4 2000

COMMUNITY DEVELOPMENT DEPT.

BK 8369HG5756

SOUTH MOUNTAIN SUBDIVISION PHASE 11 NORTH BUILD OUT PLAN

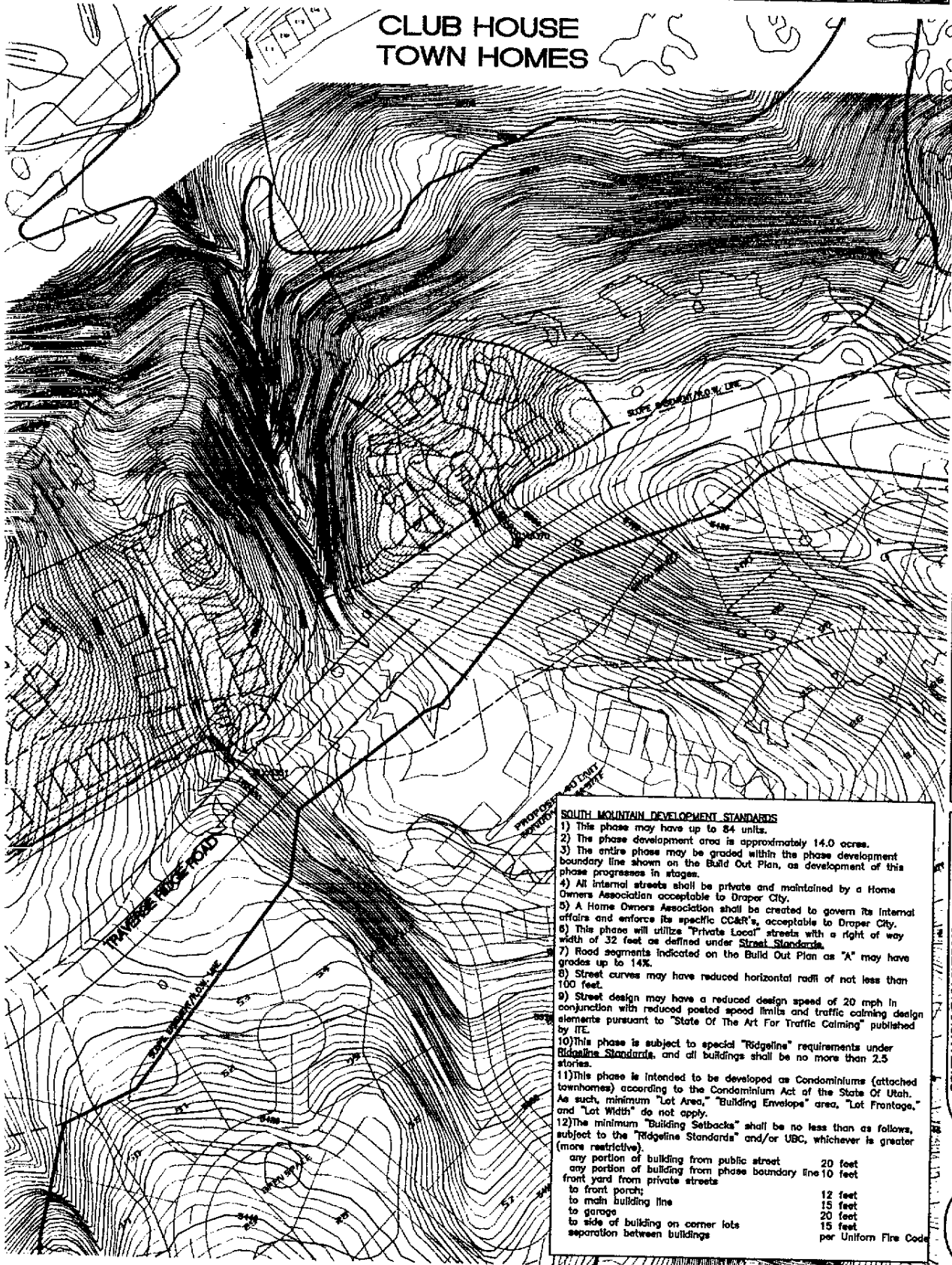


BK 8369PG5757

LEGEND	
	STREET SEGMENTS WITH UP TO 14% GRADE
	STREET SEGMENTS WITH REDUCED INTERSECTION APPROACH LENGTH
	ANTICIPATED MASS GRADE AREA

PLAN LEGEND AND TABULATION SUMMARY	
TOPOGRAPHY PROVIDED BY AERO GRAPHICS 1998	
SLOPES : 30% - 40%	
40% >	
EXISTING TREES	
EXISTING DIRT TRAILS & ROADS	
PHASE BOUNDARY LINE	
PHASE BOUNDARY ACREAGE :	14.49 AC.
30%+ SLOPE AREA DISTURBED WITHIN PHASE BOUNDARY:	0.31 AC.
NUMBER OF UNITS :	84 TOWNHOMES

CLUB HOUSE TOWN HOMES



WILDING ENGINEERING, INC.
 1411 SOUTH ERIK STREET
 DRAPER, UTAH 84020
 (801) 224-1122

Date: 12/30/99
 Drawn By: GDW
 Designed By: ---
 Checked By: TS
 File Name: PHASE11_NORTH.DWG

SOUTH MOUNTAIN SUBDIVISION
 1400 SOUTH ERIK STREET
 DRAPER, UTAH 84020
 (801) 224-1122

- SOUTH MOUNTAIN DEVELOPMENT STANDARDS**
- 1) This phase may have up to 84 units.
 - 2) The phase development area is approximately 14.0 acres.
 - 3) The entire phase may be graded within the phase development boundary line shown on the Build Out Plan, as development of this phase progresses in stages.
 - 4) All internal streets shall be private and maintained by a Home Owners Association acceptable to Draper City.
 - 5) A Home Owners Association shall be created to govern its internal affairs and enforce its specific CC&R's, acceptable to Draper City.
 - 6) This phase will utilize "Private Local" streets with a right of way width of 32 feet as defined under Street Standards.
 - 7) Road segments indicated on the Build Out Plan as "A" may have grades up to 14%.
 - 8) Street curves may have reduced horizontal radii of not less than 100 feet.
 - 9) Street design may have a reduced design speed of 20 mph in conjunction with reduced posted speed limits and traffic calming design elements pursuant to "State Of The Art For Traffic Calming" published by ITE.
 - 10) This phase is subject to special "Ridgeline" requirements under Ridgeline Standards, and all buildings shall be no more than 2.5 stories.
 - 11) This phase is intended to be developed as Condominiums (attached townhomes) according to the Condominium Act of the State Of Utah. As such, minimum "Lot Area," "Building Envelope" area, "Lot Frontage," and "Lot Width" do not apply.
 - 12) The minimum "Building Setbacks" shall be no less than as follows, subject to the "Ridgeline Standards" and/or UBC, whichever is greater (more restrictive):

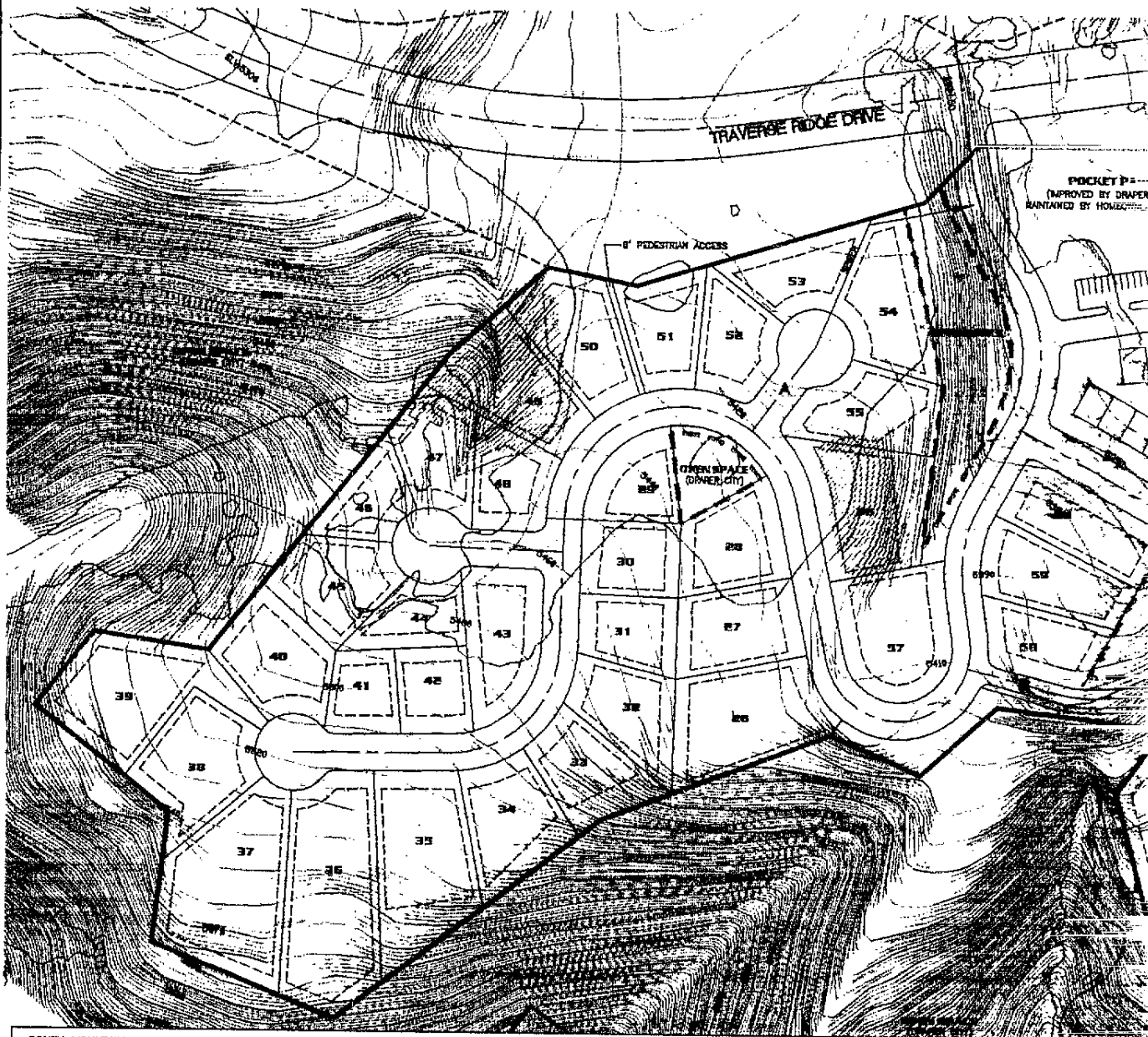
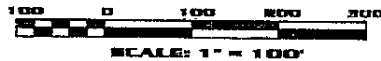
any portion of building from public street	20 feet
any portion of building from phase boundary line	10 feet
front yard from private streets	10 feet
to front porch	12 feet
to main building line	15 feet
to garage	20 feet
to side of building on corner lots	15 feet
separation between buildings	per Uniform Fire Code

SOUTH MOUNTAIN SUBDIVISION
PHASE II NORTH BUILD OUT PLAN
 at Draper, Utah

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 of 012

BK 8369P05758

SOUTH MOUNTAIN SUBDIVISION PHASE 1 1 SOUTH BUILD OUT PLAN



SOUTH MOUNTAIN DEVELOPMENT STANDARDS

- 1) This phase may have up to 140 lots and units.
- 2) The phase development area is approximately 62.0 acres.
- 3) Disturbance and grading of 30% slopes within the phase boundary as shown on the Build Out Plan is allowed, excluding those areas within the "Limits Of Disturbance" boundaries.
- 4) A Home Owners Association shall be created to govern its internal affairs and enforce its specific CC&R's, acceptable to Draper City.
- 5) This phase will utilize "Public Local" streets with a right of way width of 50 feet as defined under Street Standards.
- 6) Where indicated on the Build Out Plan, a "Residential Collector" street, as defined under Street Standards, will be used to provide access into the cul-de-sac at the west end of the phase to serve lots 28 through 56. The collector will allow adequate emergency access without a secondary access.
- 7) The Condominium area, shown on the Build Out Plan, may utilize internally, "Private Local" streets with a right of way width of 32 feet as defined under Street Standards.
- 8) Road segments at Intersections Indicated on the Build Out Plan as "A" and "B" will have reduced vertical approach transition lengths.
- 9) The street section running between lots 25 and 58 may be reduced in width to 25 feet (TBC to TBC) to reduce disturbance of the 30% slope while still providing secondary access.
- 10) Street curves may have reduced horizontal radii of not less than 100 feet.
- 11) Street design may have a reduced design speed of 20 mph in conjunction with reduced posted speed limits, and traffic calming design elements pursuant to "State Of The Art For Traffic Calming" published by ITE.
- 12) The Condominium area is intended to be developed as Condominiums according to the Condominium Act of the State Of Utah. As such, minimum "Lot Area," "Building Envelope" area, "Lot Frontage," and "Lot Width" do not apply.
- 13) The minimum "Building Setbacks" within the Condominium area shall be no less than as follows:

any portion of building from public street	25 feet
any portion of building from phase boundary line	20 feet
front yard from private streets	
to front porch	12 feet
to main building line	15 feet
to garage	20 feet
to side of building on corner lots	20 feet
separation between buildings	per Uniform Fire Code
- 14) No building within the Condominium area shall be more than 3.5 stories in height.
- 15) The minimum "Lot Area" of single family lots shall be no less than 9,000 square feet.
- 16) The minimum "Building Envelope" shall be a rectangle no less than 3,000 square feet with no one side of the rectangle being less than 50 feet in length.
- 17) The minimum "Lot Frontage" along the street right of way shall be no less than 40 feet. The minimum "Lot Width" shall be no less than 50 feet.
- 18) The minimum "Building Setbacks" are governed by the "BCB" lines on each lot, the zone district regulations and the UBC, whichever is greater (more restrictive).
- 19) A Home Owners Association shall be created to govern its internal affairs and enforce its specific CC&R's, acceptable to Draper City.

BK 8369PG5759

LEGEND	
	STREET SEGMENTS WITH UP TO 14% GRADE
	STREET SEGMENTS WITH REDUCED INTERSECTION APPROACH LENGTH
	ANTICIPATED MASS GRADE AREA

PLAN LEGEND AND TABULATION SUMMARY	
TOPOGRAPHY PROVIDED BY AERO GRAPHICS 1989	
SLOPES : 30% - 40%	
40% >	
EXISTING TREES	
EXISTING DIRT TRAILS & ROADS	
PHASE BOUNDARY LINE	
MAXIMUM BUILDING ENVELOPE	
LIMITS OF DISTURBANCE	
PHASE BOUNDARY ACREAGE :	81.80 AC.
DISTURBANCE BOUNDARY ACREAGE :	60.55 AC.
30%+ SLOPE AREA DISTURBED WITHIN PHASE BOUNDARY:	1.03 AC.
10,000 SF MIN. LOTS:	100
TOWNHOMES:	40
TOTAL UNITS:	140

**WILDING
ENGINEERING, INC.**

1311 SOUTH PARK STREET
DRAPEL, UTAH 84020
(408) 388-4470



ENGINEER



Date: 12/30/1999
 Drawn By: GDW
 Designed by: _____
 Checked By: TS
 File Name: PHASE11_SOUTH.DWG

SOUTH MOUNTAIN

1000 South Mountain Blvd.
 Salt Lake City, Utah 84119
 (801) 388-4470

SOUTH MOUNTAIN SUBDIVISION

**PHASE 11
SOUTH BUILD OUT**

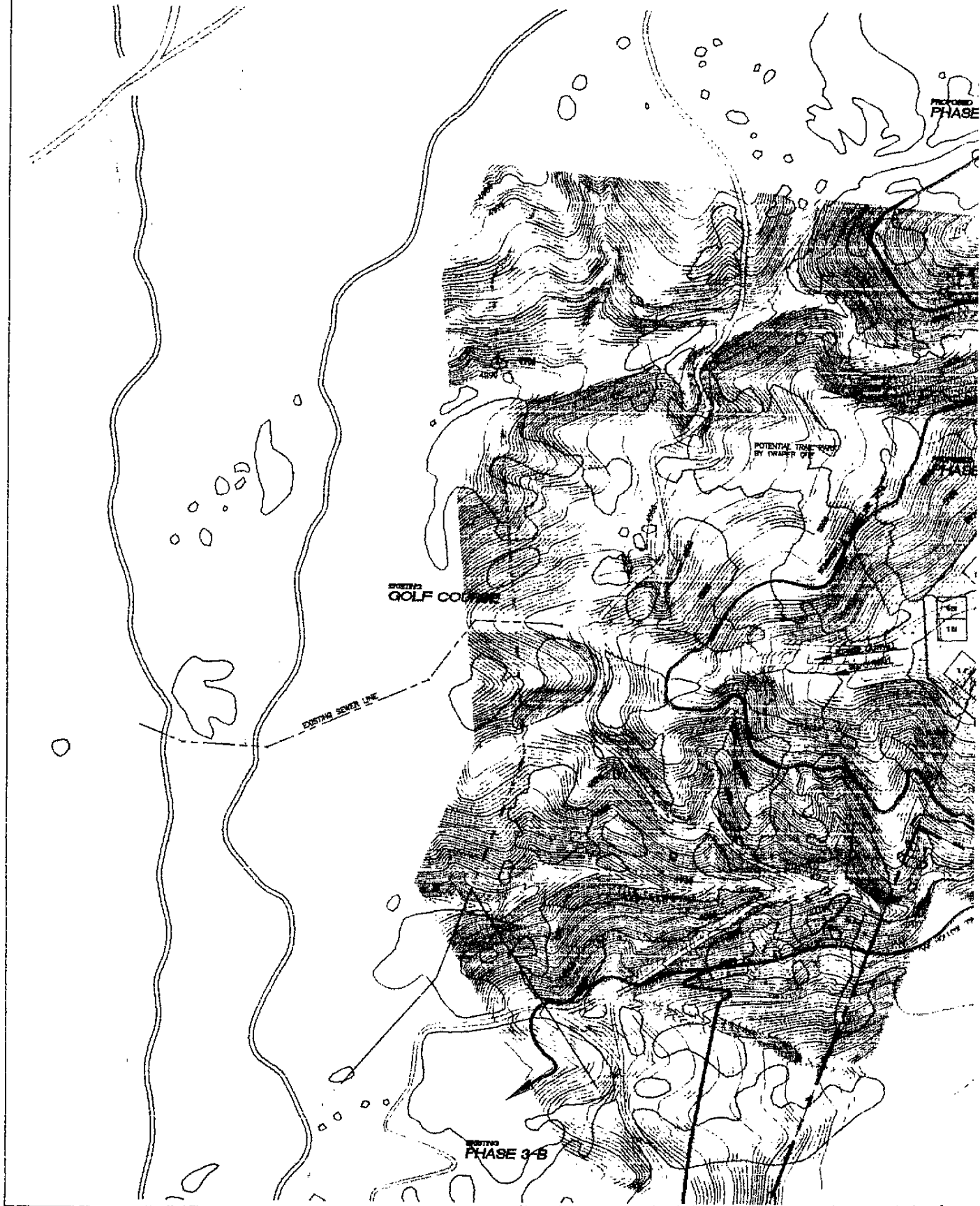
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of 012

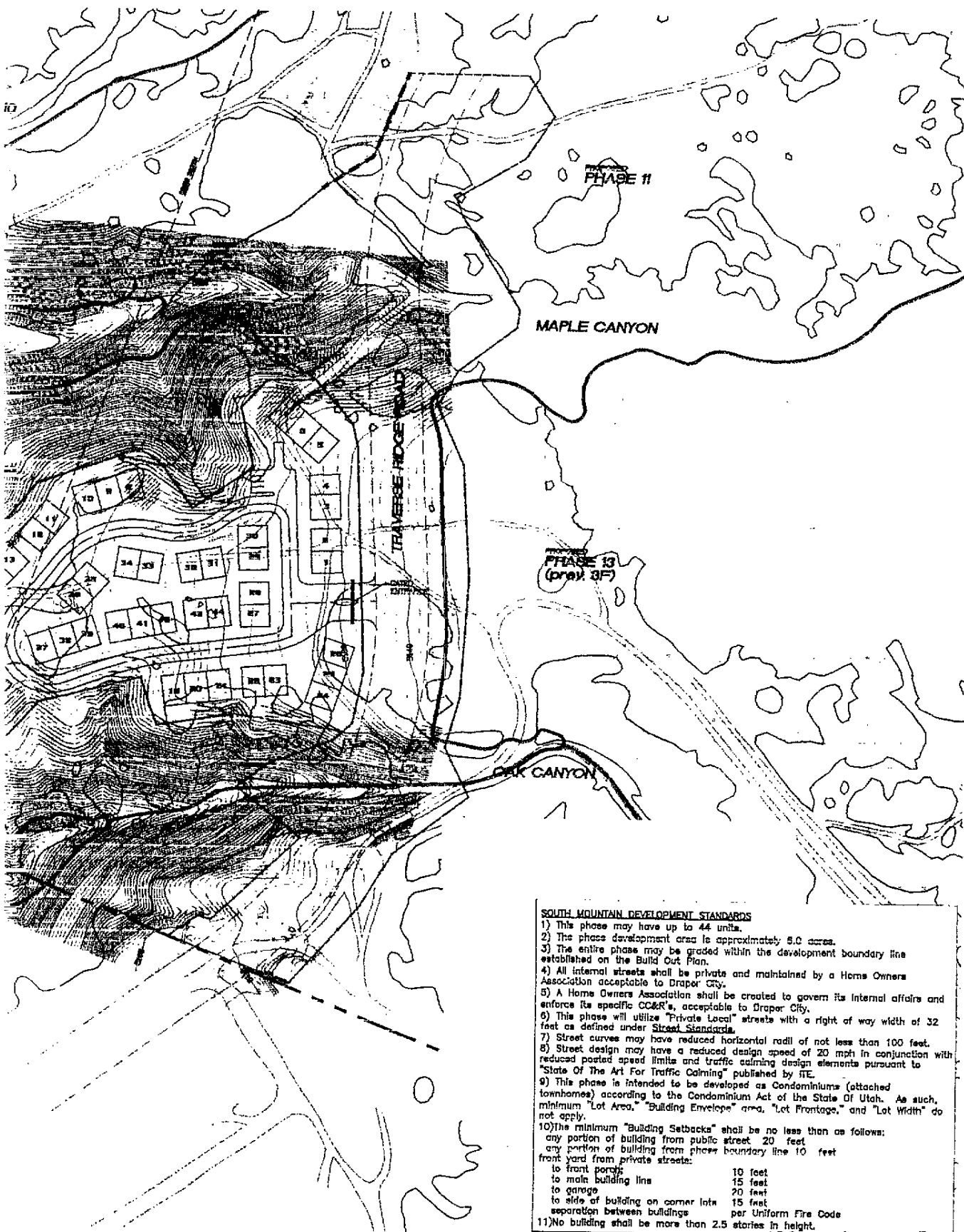
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SOUTH MOUNTAIN SUBDIVISION PHASE 12 BUILD OUT PLAN

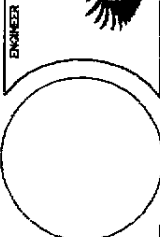


BK8369PG5761

LEGEND		PLAN LEGEND AND TABULATION SUMMARY	
	STREET SEGMENTS WITH UP TO 14% GRADE	TOPOGRAPHY PROVIDED BY AERO GRAPHICS 1998	
	STREET SEGMENTS WITH REDUCED INTERSECTION APPROACH LENGTH	SLOPES : 30% - 40%	
	ANTICIPATED MASS GRADE AREA	40% >	
		EXISTING TREES	PHASE BOUNDARY ACREAGE : 6.04 AC.
		EXISTING DIRT TRAILS & ROADS	30%+ SLOPE AREA DISTURBED WITHIN PHASE BOUNDARY: 0.18 AC.
		PHASE BOUNDARY LINE	NUMBER OF TOWNHOMES : 44 UNITS
		MAXIMUM BUILDING ENVELOPE	



WILDING ENGINEERING, INC.
 2401 SARTER STREET
 DRAPER, UTAH 84020
 (801) 552-3112



ENGINEER
 Date: 12/30/99
 Drawn By: GPH
 Designed By: —
 Checked By: TS
 File Name: PHASE12.DWG

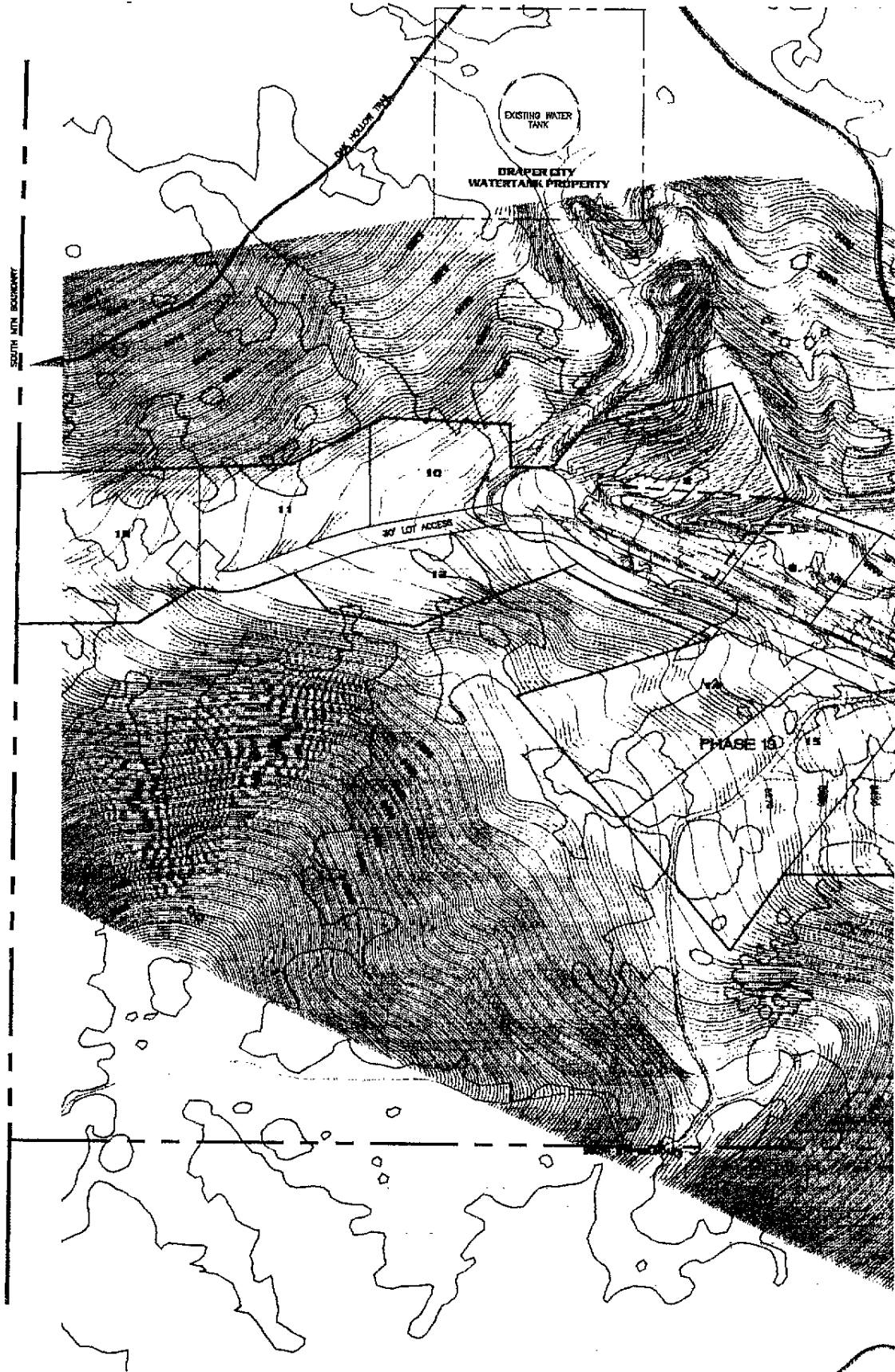
SOUTH MOUNTAIN ELECTRIC
 2401 SARTER STREET
 DRAPER, UTAH 84020
 (801) 552-3112

SOUTH MOUNTAIN ELECTRIC
PHASE 12 BUILD OUT PLAN
 010 of 012
 at Draper, Utah

- SOUTH MOUNTAIN DEVELOPMENT STANDARDS**
- 1) This phase may have up to 44 units.
 - 2) The phase development area is approximately 6.0 acres.
 - 3) The entire phase may be graded within the development boundary line established on the Build Out Plan.
 - 4) All internal streets shall be private and maintained by a Home Owners Association acceptable to Draper City.
 - 5) A Home Owners Association shall be created to govern its internal affairs and enforce its specific CC&R's, acceptable to Draper City.
 - 6) This phase will utilize "Private Local" streets with a right of way width of 32 feet as defined under Street Standards.
 - 7) Street curves may have reduced horizontal radii of not less than 100 feet.
 - 8) Street design may have a reduced design speed of 20 mph in conjunction with reduced posted speed limits and traffic calming design elements pursuant to "State Of The Art For Traffic Calming" published by ITE.
 - 9) This phase is intended to be developed as Condominiums (attached townhomes) according to the Condominium Act of the State Of Utah. As such, minimum "Lot Area," "Building Envelope" area, "Lot Frontage," and "Lot Width" do not apply.
 - 10) The minimum "Building Setbacks" shall be no less than as follows:
 any portion of building from public street 20 feet
 any portion of building from phase boundary line 10 feet
 front yard from private streets:
 to front porch 10 feet
 to main building line 15 feet
 to garage 20 feet
 to side of building on corner lots 15 feet
 separation between buildings per Uniform Fire Code
 - 11) No building shall be more than 2.5 stories in height.

PK 8369PG5762

SOUTH MOUNTAIN SUBDIVISION PHASE 13 (3F) BUILD OUT PLAN



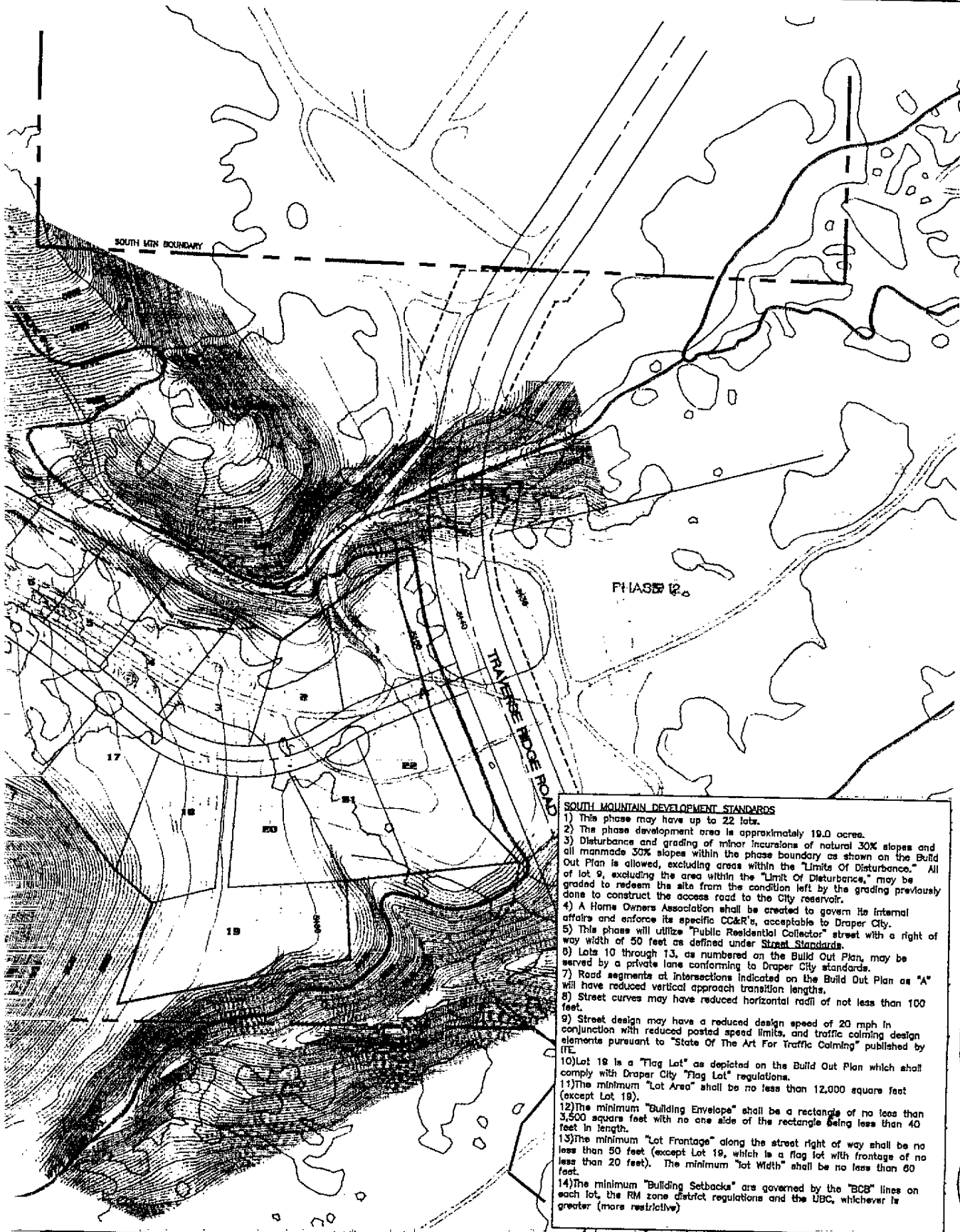
LEGEND	
	STREET SEGMENTS WITH UP TO 14% GRADE
	STREET SEGMENTS WITH REDUCED INTERSECTION APPROACH LENGTH
	ANTICIPATED MASS GRADE AREA

PLAN LEGEND AND TABULATION SUMMARY	
TOPOGRAPHY PROVIDED BY AERO GRAPHICS 1995	
SLOPES : 30% - 40%	
40% >	
EXISTING TREES	
EXISTING DIRT TRAILS & ROADS	
PHASE BOUNDARY LINE	
MAXIMUM BUILDING ENVELOPE	
LIMITS OF DISTURBANCE	
PHASE BOUNDARY ACREAGE :	19.17 AC.
DISTURBANCE BOUNDARY ACREAGE :	16.02 AC.
30%+ SLOPE AREA DISTURBED WITHIN PHASE BOUNDARY :	0.15 AC.
NUMBER OF LOTS :	22 LOTS

**WILDING
ENGINEERING, INC.**

1000 S. 1000 WEST STREET
SALT LAKE CITY, UTAH 84119
(801) 588-1112

ENGINEER



Date: 12/30/99
 Drawn By: GDW
 Designed By: --
 Checked By: JS
 File Name: PHASE13.DWG

SOUTH MOUNTAIN SUBDIVISION

1000 S. 1000 WEST STREET
SALT LAKE CITY, UTAH 84119
(801) 588-1112

- SOUTH MOUNTAIN DEVELOPMENT STANDARDS**
- 1) This phase may have up to 22 lots.
 - 2) The phase development area is approximately 19.0 acres.
 - 3) Disturbance and grading of minor incursions of natural 30% slopes and all manmade 30% slopes within the phase boundary as shown on the Build Out Plan is allowed, excluding areas within the "Limits Of Disturbance." All of lot 9, excluding the area within the "Limit Of Disturbance," may be graded to redeem the site from the condition left by the grading previously done to construct the access road to the City reservoir.
 - 4) A Home Owners Association shall be created to govern its internal affairs and enforce its specific CC&R's, acceptable to Draper City.
 - 5) This phase will utilize "Public Residential Collector" street with a right of way width of 50 feet as defined under Street Standards.
 - 6) Lots 10 through 13, as numbered on the Build Out Plan, may be served by a private lane conforming to Draper City standards.
 - 7) Road segments at intersections indicated on the Build Out Plan as "A" will have reduced vertical approach transition lengths.
 - 8) Street curves may have reduced horizontal radii of not less than 100 feet.
 - 9) Street design may have a reduced design speed of 20 mph in conjunction with reduced posted speed limits, and traffic calming design elements pursuant to "State Of The Art For Traffic Calming" published by ITE.
 - 10) Lot 18 is a "Flag Lot" as depicted on the Build Out Plan which shall comply with Draper City "Flag Lot" regulations.
 - 11) The minimum "Lot Area" shall be no less than 12,000 square feet (except Lot 18).
 - 12) The minimum "Building Envelope" shall be a rectangle of no less than 3,500 square feet with no one side of the rectangle being less than 40 feet in length.
 - 13) The minimum "Lot Frontage" along the street right of way shall be no less than 50 feet (except Lot 18, which is a flag lot with frontage of no less than 20 feet). The minimum "lot Width" shall be no less than 60 feet.
 - 14) The minimum "Building Setbacks" are governed by the "BCB" lines on each lot, the RM zone district regulations and the UBC, whichever is greater (more restrictive)

SOUTH MOUNTAIN SUBDIVISION

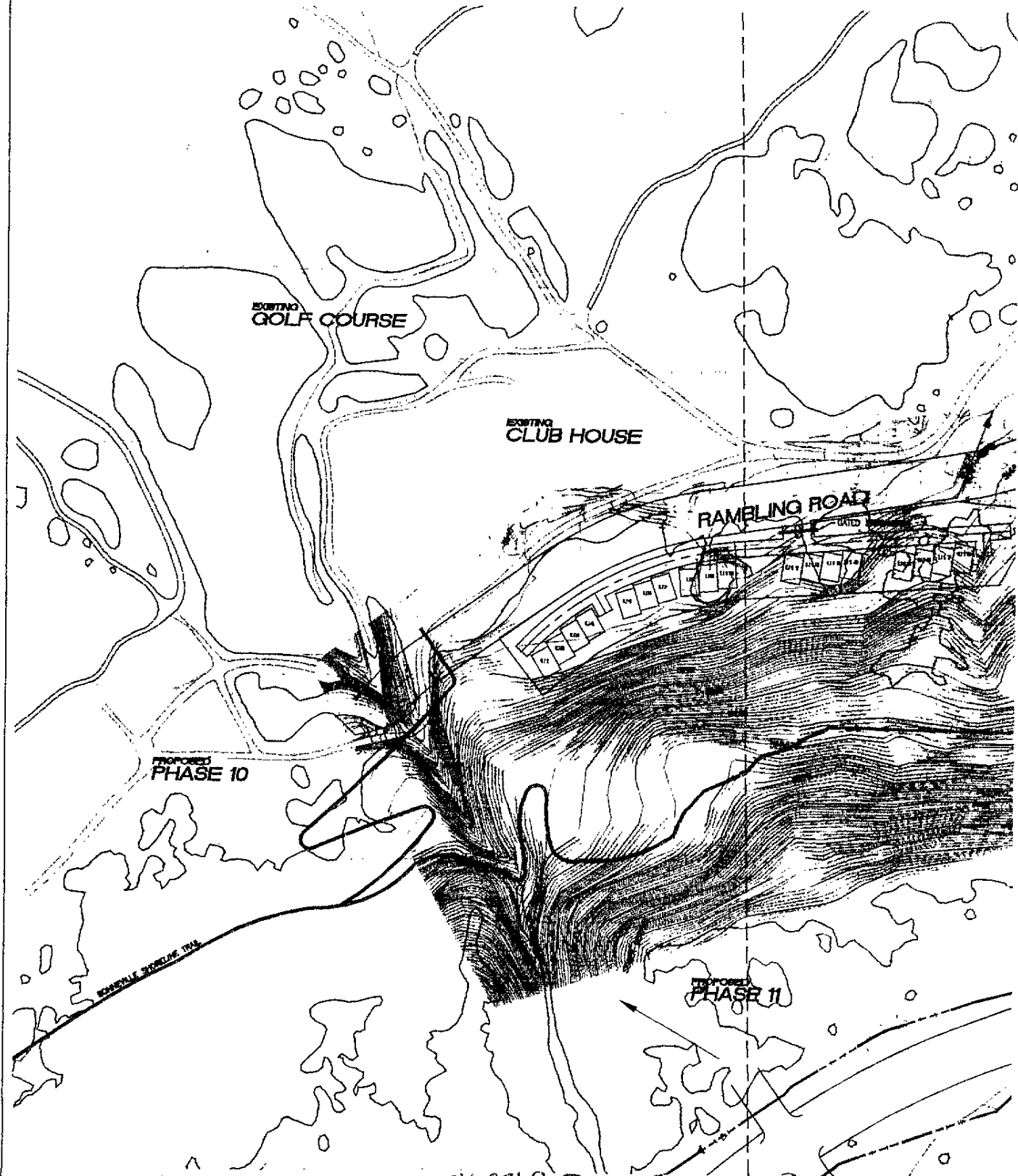
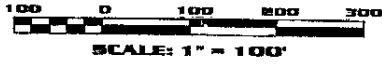
**PHASE 13 (3PF)
BUILD OUT PLAN**

at Draper, Utah

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of 012




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BK 8369 PG 5764


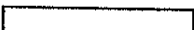
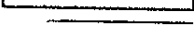
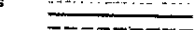


SOUTH MOUNTAIN SUBDIVISION PHASE 14 BUILD OUT PLAN



BK 8369 Pt 5 105

BK 8369 Pt 5 765

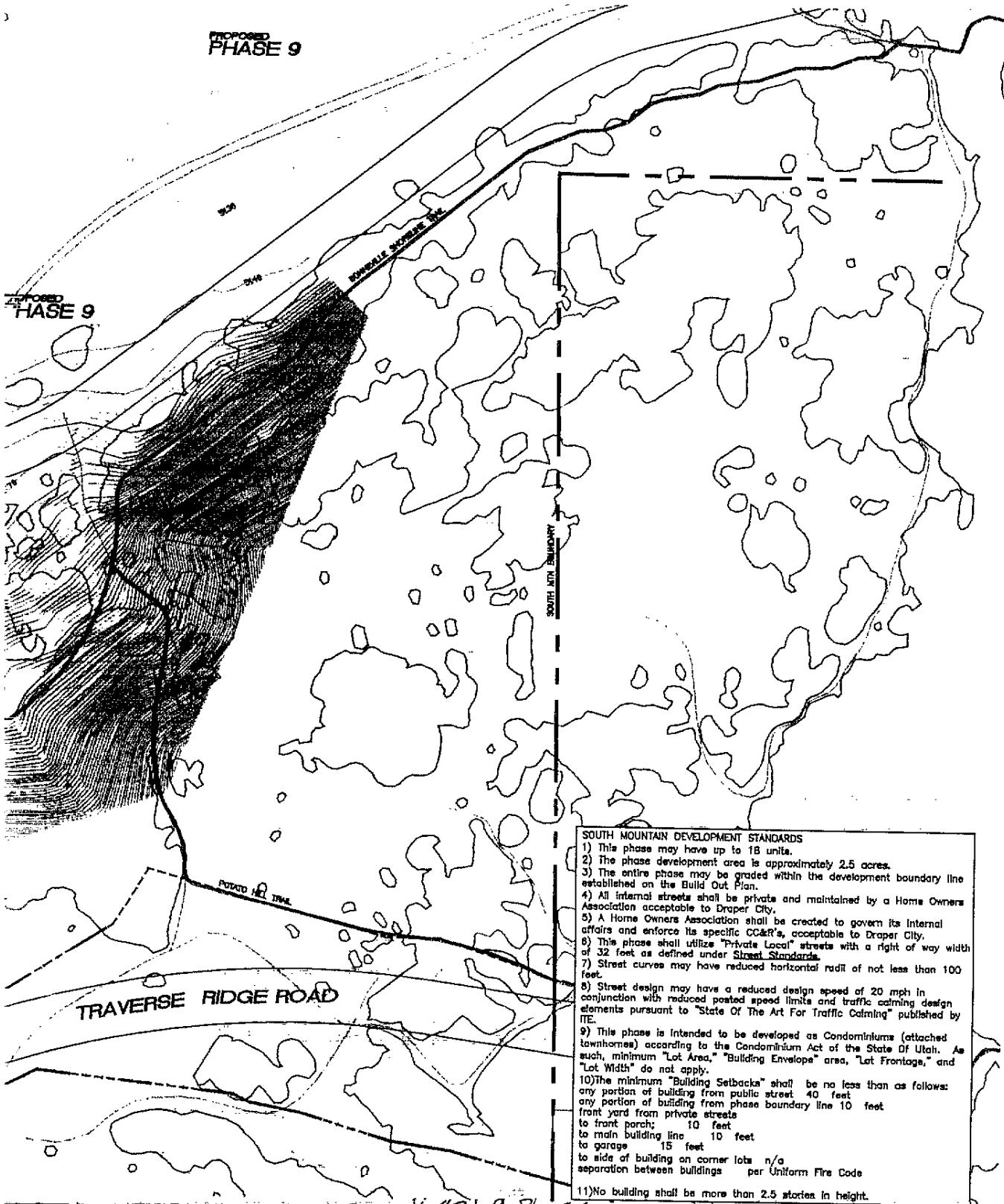
LEGEND	
	STREET SEGMENTS WITH UP TO 14% GRADE
	STREET SEGMENTS WITH REDUCED INTERSECTION APPROACH LENGTH
	ANTICIPATED MASS GRADE AREA

PLAN LEGEND AND TABULATION SUMMARY	
TOPOGRAPHY PROVIDED BY AERO GRAPHICS 1996	
SLOPES : 30% - 40%	
40% >	
EXISTING TREES	
EXISTING DIRT TRAILS & ROADS	
PHASE BOUNDARY LINE	
MAXIMUM BUILDING ENVELOPE	
PHASE BOUNDARY ACREAGE :	2.18 AC.
30%+ SLOPE AREA DISTURBED WITHIN PHASE BOUNDARY:	0.18 AC.
NUMBER OF UNITS :	18 UNITS

WILDING ENGINEERING, INC.
 1211 SOUTH POCKET STREET
 DRAPER, UTAH 84020
 (801) 553-3112



ENGINEER



Date: 12/30/99
 Drawn By: JDH
 Designed By: —
 Checked By: JS
 File Name: PHASE14.DWG

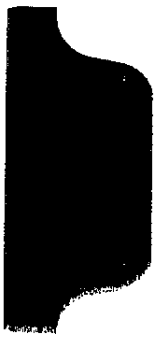
SOUTH MOUNTAIN
 1000 SOUTH MOUNTAIN BLVD
 DRAPER, UTAH 84020
 (801) 553-4870

SOUTH MOUNTAIN SUBDIVISION
**PHASE 14
 BUILD OUT PLAN**
 at Draper, Utah

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 of 012

- SOUTH MOUNTAIN DEVELOPMENT STANDARDS**
- 1) This phase may have up to 18 units.
 - 2) The phase development area is approximately 2.5 acres.
 - 3) The entire phase may be graded within the development boundary line established on the Build Out Plan.
 - 4) All internal streets shall be private and maintained by a Home Owners Association acceptable to Draper City.
 - 5) A Home Owners Association shall be created to govern its internal affairs and enforce its specific CC&R's, acceptable to Draper City.
 - 6) This phase shall utilize "Private Local" streets with a right of way width of 32 feet as defined under Street Standards.
 - 7) Street curves may have reduced horizontal radii of not less than 100 feet.
 - 8) Street design may have a reduced design speed of 20 mph in conjunction with reduced posted speed limits and traffic calming design elements pursuant to "State Of The Art For Traffic Calming" published by ITE.
 - 9) This phase is intended to be developed as Condominiums (attached townhomes) according to the Condominium Act of the State Of Utah. As such, minimum "Lot Area," "Building Envelope" area, "Lot Frontage," and "Lot Width" do not apply.
 - 10) The minimum "Building Setbacks" shall be no less than as follows:
 any portion of building from public street 40 feet
 any portion of building from phase boundary line 10 feet
 front yard from private streets
 to front porch 10 feet
 to main building line 10 feet
 to garage 15 feet
 to side of building on corner lots n/a
 separation between buildings per Uniform Fire Code
 - 11) No building shall be more than 2.5 stories in height.

PK 8369 PG 5760



BK8369PG5767

EXHIBIT "D"
Project Area Master Plan

PROJECT AREA MASTER PLAN SOUTH MOUNTAIN PLANNED UNIT DEVELOPMENT

August 2, 1994

A Master Plan contains a number of individual components or elements. The following is a brief discussion of the various components:

1. Land Use Element. The depiction of this element is shown on the "Master Development Plan" attached hereto as Exhibit A.

A. The proposed land uses of the South Mountain project are:

RESIDENTIAL areas including Single Family Detached lots of varying densities, Duplex units, Zero Lot Line products, and Flats.

COMMERCIAL area for limited community and neighborhood support services.

RECREATIONAL, GATHERING SPOTS AND OPEN SPACE areas for common usage including Natural and improved park areas; Pedestrian, biking and horse trails; Jurisdictional recreation center; Publicly owned golf course and club house facilities; Publicly owned Equestrian Center and related facilities; Publicly owned entertainment outdoor amphitheater; and other similar areas.

EDUCATIONAL FACILITIES include an area for school buildings and grounds.

OTHER areas include such things as Draper Irrigation facilities, non-access drainage retention areas, and public or quasi-public uses.

Details as to exact orientation of each use, lot layout and sizing, interaction to vegetation, etc. will be methodically evaluated and determined by the Developer and the City as each phase is planned.

B. The proposed land use facilities in the South Mountain project are:

"Town Center" is the focal point of the development with a mix of retail and service commercial, residential, amphitheater, planned open space attractions and regional commuting facilities.

BK8369PG5769

The planned "Equestrian Center" area is at the Northeast corner of the project towards the Corner Canyon area of the Salt Lake Valley. The facility is proposed to meet all requirements of official horse and horse show sponsors; boarding facilities; ancillary facilities for small assembly gatherings related and non-related to the equestrian functions; and some "regular park features such as a ball diamond, soccer field, and picnic facilities.

The "18 Hole Golf Course" utilizes much of the project's interior. It provides a buffer adjacent to all land uses found in the project, as well as should assist with maintaining much of natural environment of this area of the mountain.

"Trails and community sidewalks" provide access to all land use components proposed for South Mountain. The trail's construction materials, width, slope and on going maintenance will promote the ultimate functionality of these project connectors.

The planned public "recreational center" is positioned adjacent to the proposed "school site." Although these facilities may not interact with each other, they are compatible adjacent land uses.

The intentions of the "residential" development components are expressed in detail in the South Mountain Design Guidelines, attached hereto as Exhibit B. The Neighborhood Development portion of the project, which is further defined in the Design Guidelines, is divided into 4 general categories (based on housing, road types, areas and other criteria) which are 1) "general housing" (comprising the bulk of the project), 2) the "Town Center", 3) the "Hill Village", and 4) the "Springs".

2. Transportation Element: This element consists of a Transportation Study, attached hereto as Exhibit C, and a Street Plan, found in the Design Guidelines. A review of the street plan as each phase is proposed will be done and may require that the street plan be adjusted, based on that review. By adopting this element of the Master Plan, the City is not guaranteeing a road at any particular location, rather, each road design will be subject to further review as that phase of the development is proposed. An area specific traffic study and engineering review will determine the exact location and size of the roads. The location, design and size may need to be changed or shifted due to such factors as terrain (30% slope areas and soil stability) or design criteria such as speeds and traffic loads.

BK8369PG5770

3. Utilities Element: This element includes a Culinary Water System Map, attached hereto as Exhibit D; a Master Sanitary Sewer Plan, attached hereto as Exhibit E; a Storm Drainage Master Plan included in a Drainage Evaluation Study attached hereto as Exhibit F; and other utilities. The master plans are intended to be general in nature and will need routine adjustment as the project proceeds. Plans for each phase will need to be supplied in sizes that are workable and those plans are subject to review and approval by staff. The master plans will be used to assist in reviewing the various phases.

4. Public Facilities Element: This element would include parks, recreation (golf courses and other), open space, trails, school sites, civic building sites (public works/safety, others), and other public facilities. The Design Guidelines contains details and maps on most of these components.

5. Commercial Element: This element would include the proposed commercial activities of the project. The Design Guidelines contains details and maps on most of these components.

6. Other Elements: These may be added later as we proceed into this project. This would include any particular area the Planning Commission, City Council and developers deemed appropriate.

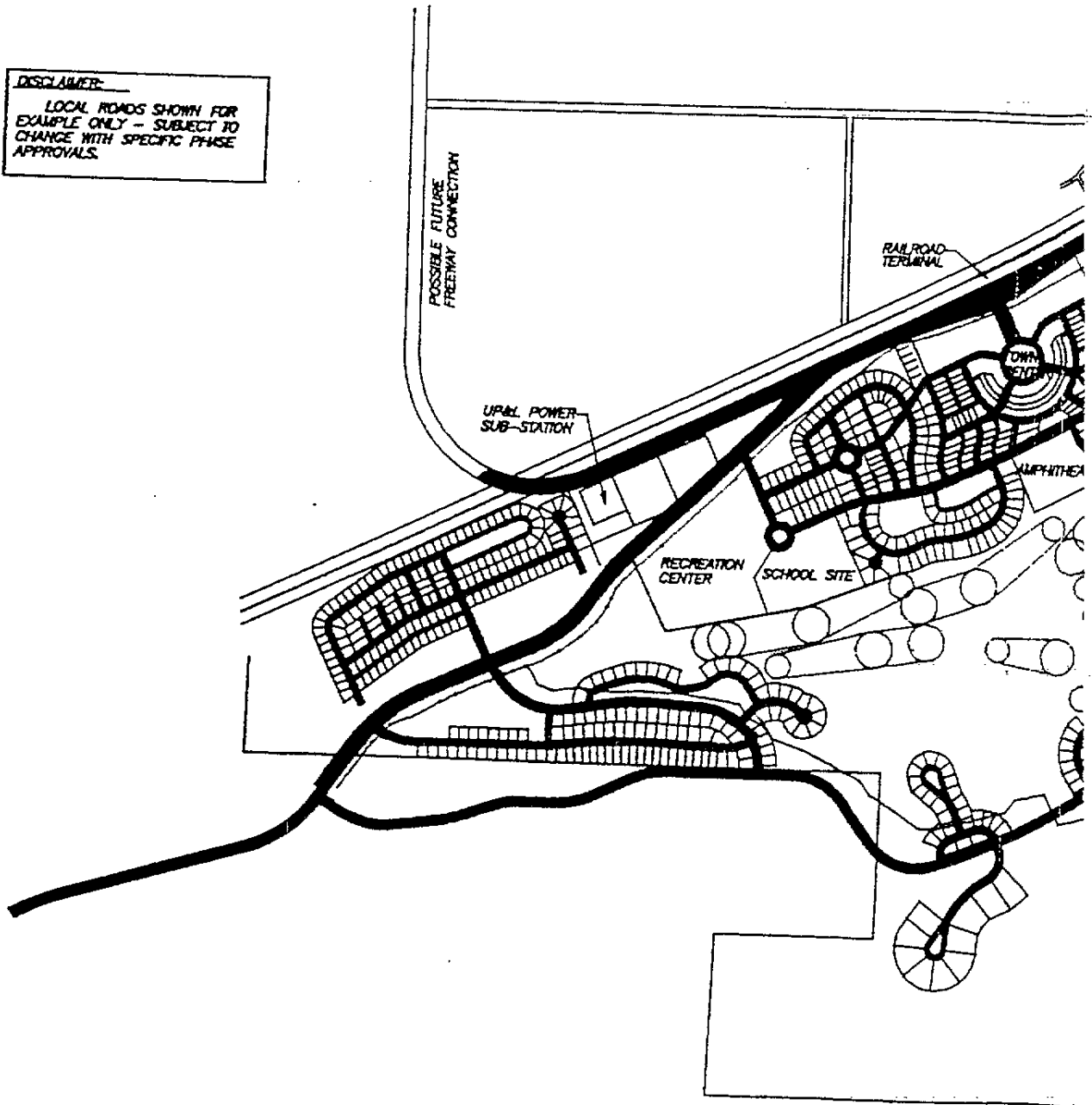
The Master Plan does not guarantee any particular location, use or design; rather, each plan will be subject to further review as that phase of the development is proposed. The Master Plan will be a general guide for evaluating the proposed plan for the various phases. Area specific studies, established practices and standards, development agreements, City requirements and other relevant factors will be used for establishing the final design and layout of each phase of the project.

BK8369P65771

EXHIBIT A

SOUTH MOUNTAIN
MASTER DEVELOPMENT PLAN

DISCLAIMER:
LOCAL ROADS SHOWN FOR
EXAMPLE ONLY - SUBJECT TO
CHANGE WITH SPECIFIC PHASE
APPROVALS.



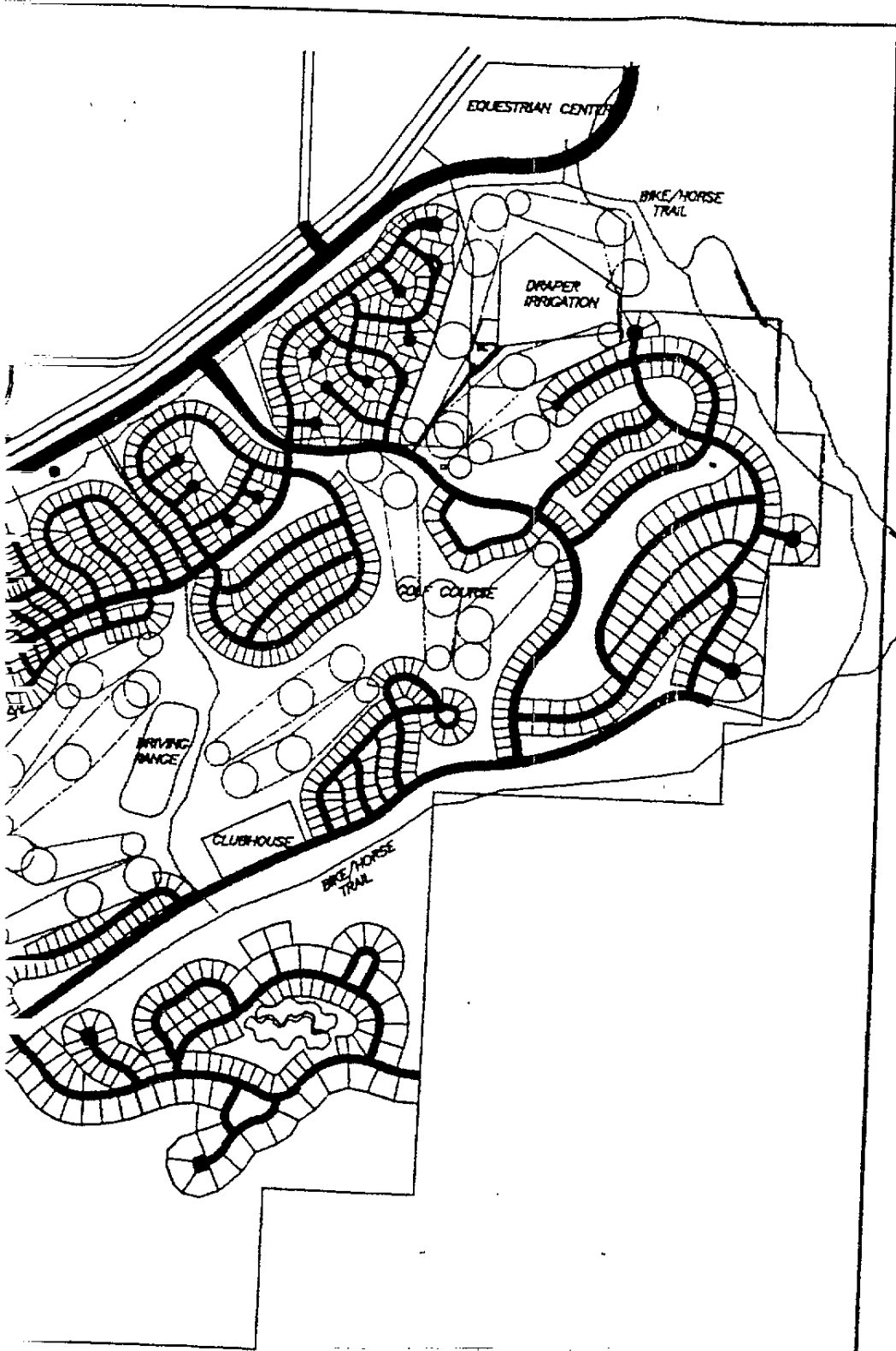
	WILDING ENGINEERING	
--	--------------------------------	--

BK 8369PG5772

RECEIVED

JUL 15 1994

CITY OF DRAPER



DATE	7/5/94
SCALE	NTS
SHEET	1 OF 1
PROJECT NAME	SOUTH MOUNTAIN
LOCATION	DRAPER, UTAH
OWNER	GDW
DESIGNER	
DATE	
BY	

BK8369PG5773

EXHIBIT B



Bound Separately

SOUTH MOUNTAIN

PREPARED FOR
SOUTH MOUNTAIN, L.C.

FINAL SUBMISSION

9 / 21 / 94

DESIGN
GUIDELINES

BK8369PG5774

RECEIVED

JUL 19 1994

DRAPER CITY
ENGINEERING

*Bound
Separately*

EXHIBIT C

**PRELIMINARY
TRANSPORTATION
IMPACT AND ACCESSIBILITY
STUDY**

**SOUTH MOUNTAIN
DRAPER, UTAH**

**BINGHAM ENGINEERING
JULY 1994**

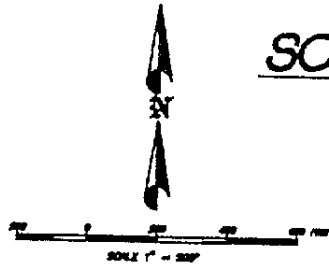
BK8369PG5775

SOUTH MOUNTAIN

PHASE ONE - MASTER WATER PLAN
9/9/06

PREPARED BY
**WILDING
ENGINEERING**

SCALE IN THIS VIEW



✧ ✧ AIR RELEASE VALVE

✕ ✕ WATERVALVE

◇ ◇ FIREHYDRANT

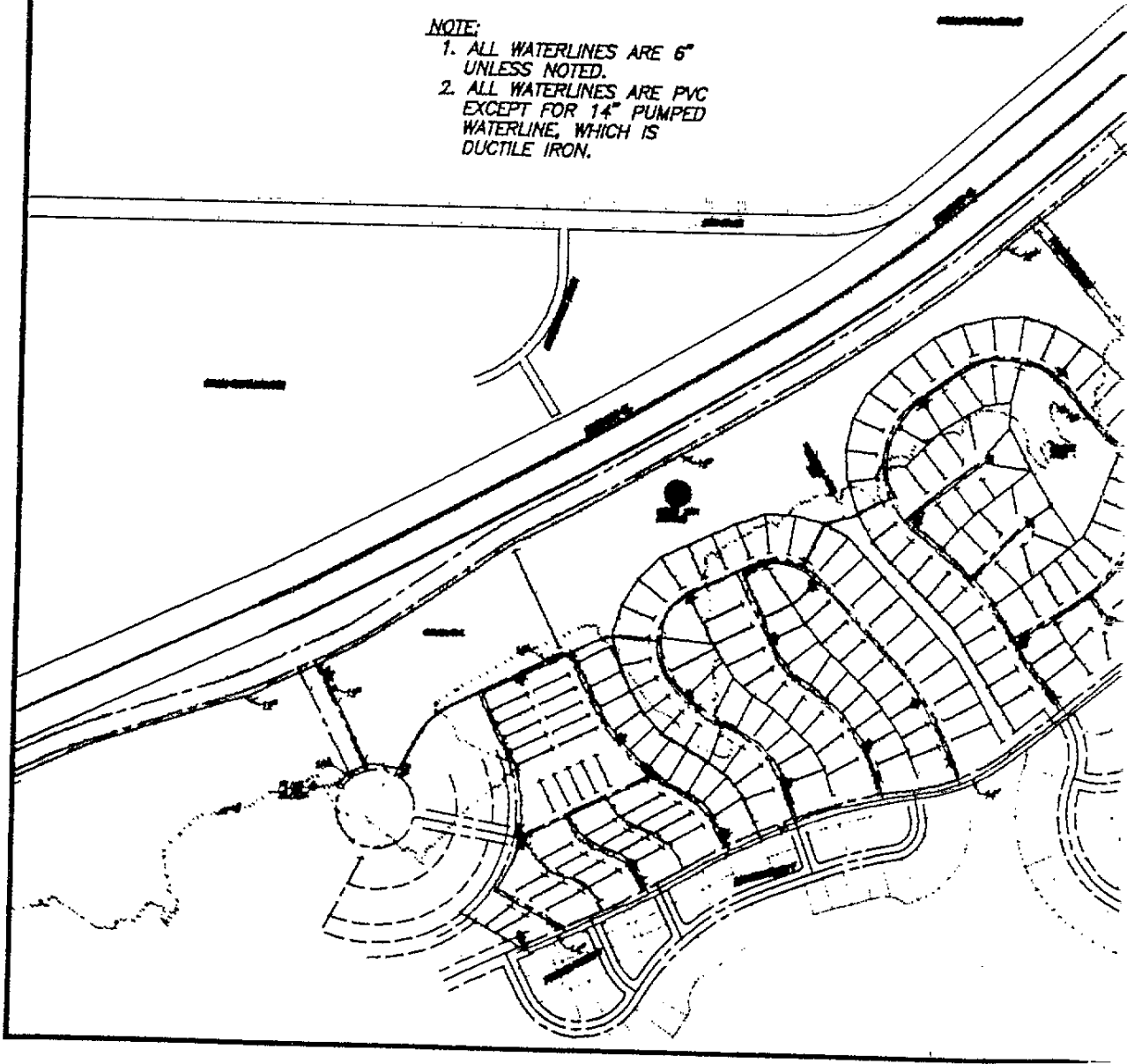
———— CULINARY WATER — GRAVITY FLOW

———— CULINARY WATER — PUMPED

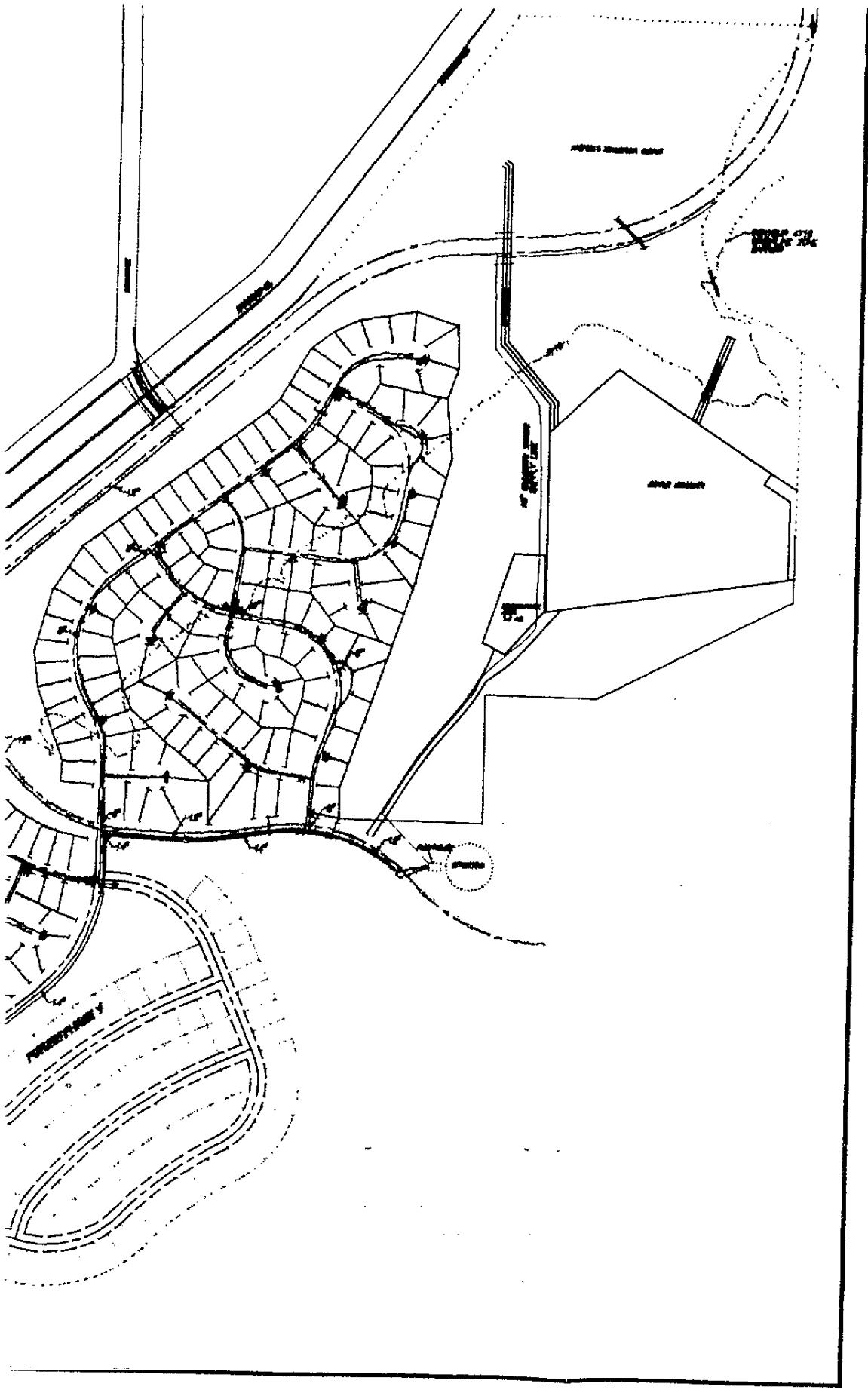
———— CULINARY WATER — 16" SUPPLY LINE

NOTE:

1. ALL WATERLINES ARE 6" UNLESS NOTED.
2. ALL WATERLINES ARE PVC EXCEPT FOR 14" PUMPED WATERLINE, WHICH IS DUCTILE IRON.

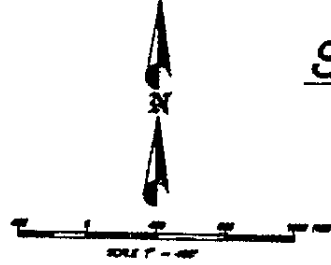


BK 8369PG5776



BK8369PG5777

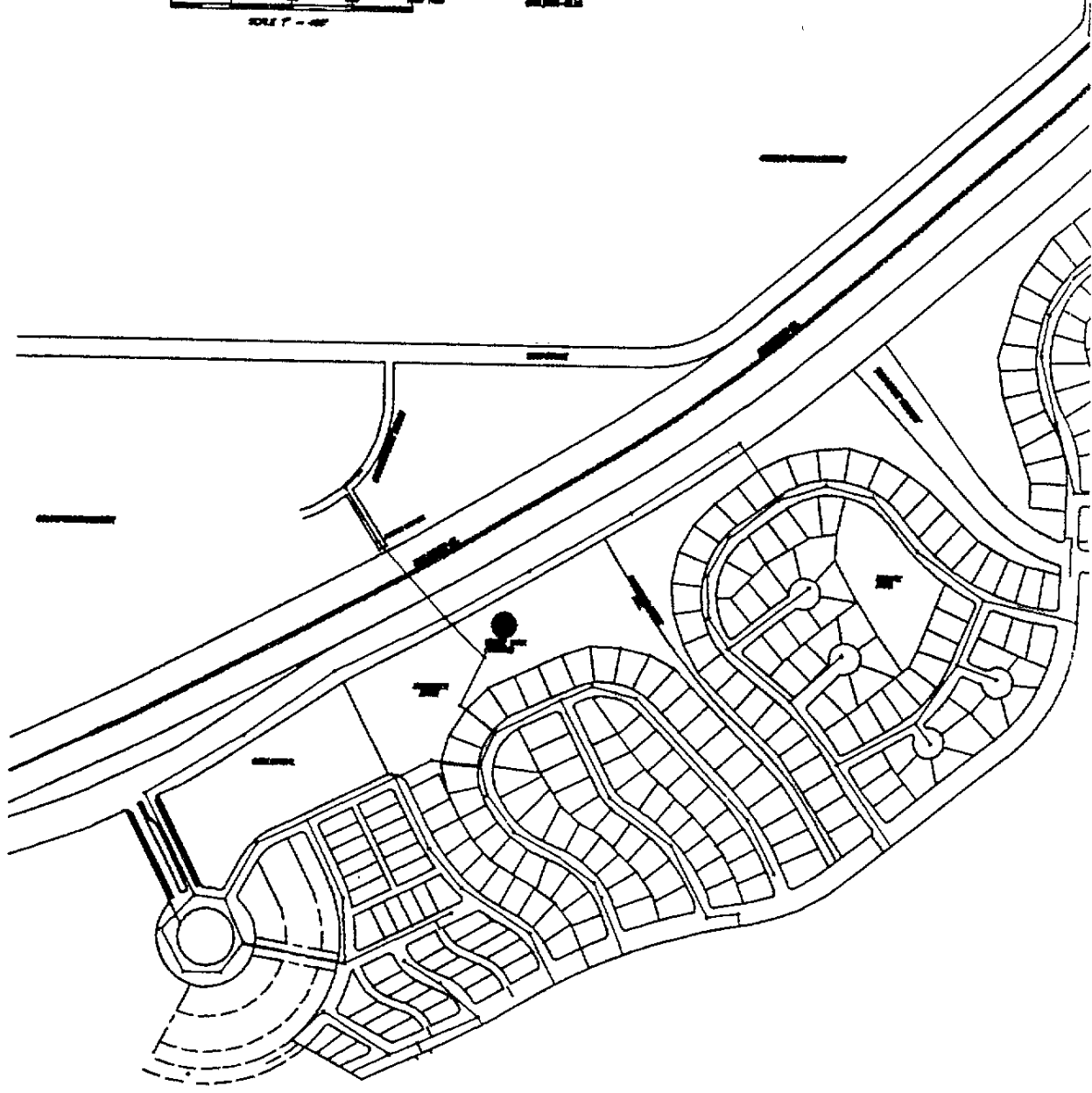
EXHIBIT E



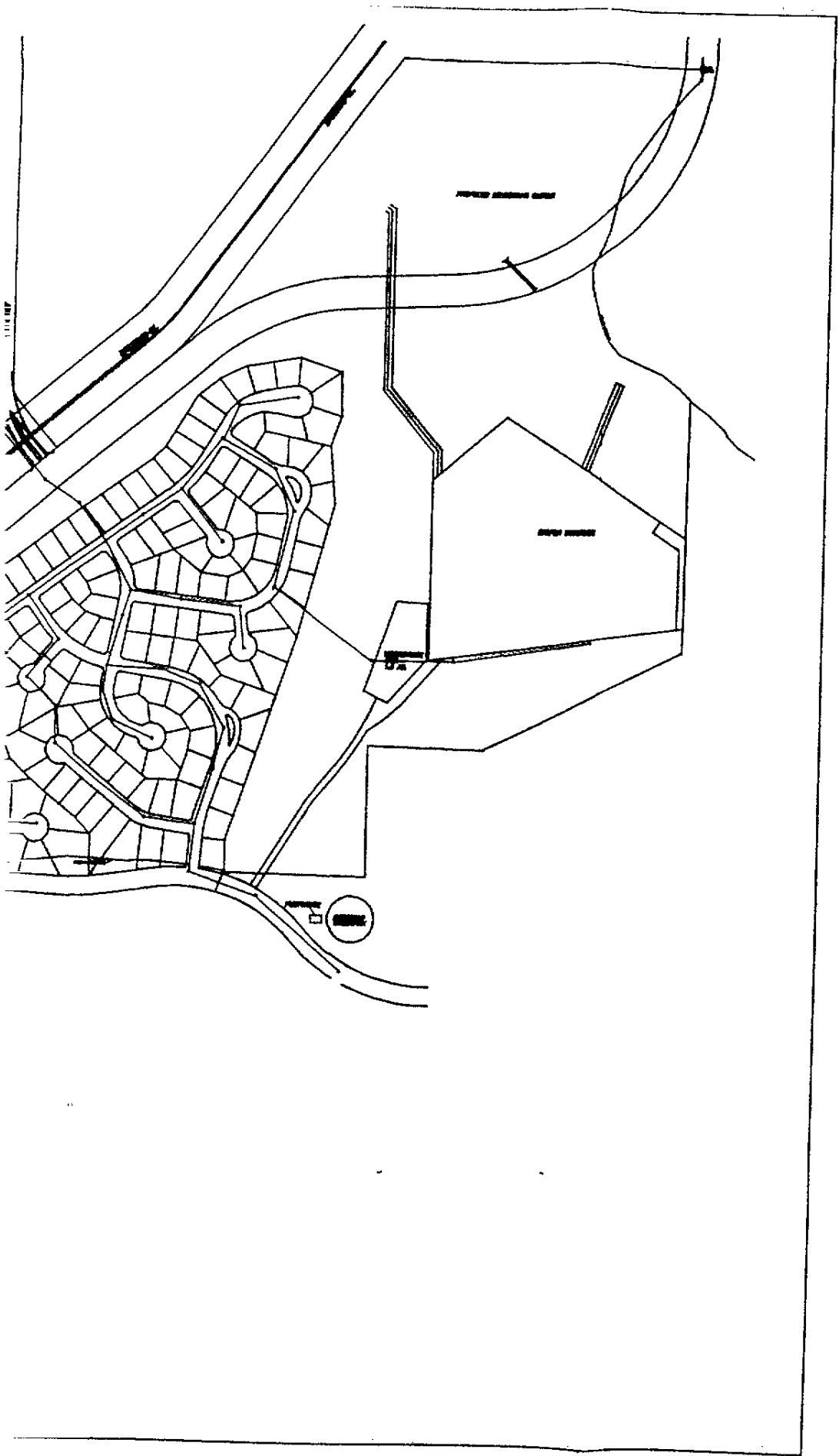
SOUTH MOUNTAIN

MASTER SANITARY SEWER PLAN
8/20/06

DESIGNED BY
**WILDING
ENGINEERING**



BK8369PG5778



BK 8369PG5779

*Bound
Separately*

EXHIBIT F

**DRAINAGE EVALUATION OF
THE SOUTH MOUNTAIN DEVELOPMENT AREA**

**SOUTH MOUNTAIN, L.C.
DRAPER, UTAH**

Prepared by:

**EarthFax Engineering
Midvale, Utah**

June 30, 1994

BK 8369PG5780

MEMORANDUM

TO: City Council & Mayor Redd
FROM: Rob Smetana
DATE: May 17, 1996
RE: South Mountain Phase 3E Master Plan Amendment

On May 16, 1996, the Planning Commission reviewed a request from South Mountain L.C. for Preliminary Plat approval of Phase 3E. The Planning Commission motion to approve the phase resulted in a 3 to 3 tie vote.

Several members of the Planning Commission voiced concern regarding the amendment of the master plan which would need to take place in order to allow lots in the 5,000 to 6,000 square foot range, as presented with Phase 3E. Lots of this size are allowed in the "Town Center Neighborhood" area, but a minimum lot size of 8,000 square feet is required in the "hillside Neighborhood" area, in which this particular plat is more or less located.

The Conceptual Master Plan of the South Mountain project designates the area generally north of Vestry Road as the "Town Center" area. Areas south of Vestry and north of Traverse Ridge Road are designated as the "Hillside Neighborhood." The location of Phase 3E puts it in a "grey area" between the two designations.

The Planning Commission, on a 5 to 1 vote, did approve a motion to forward onto the City Council the question of the master plan amendment because of the impasse (3 to 3 vote) they were facing. At the same time they continued action on the Preliminary Plat until the City Council has made a decision as to the amendment.

The City Council will need to determine if the requested amendment is appropriate. The advantages of amending the master plan for this phase would be to help preserve the 30 percent slopes within this phase and public or common (if a gated community is allowed) open space. If the phase remains in the "Hillside Neighborhood" the same concept could be achieved, however, that would require the 30 percent slopes to be included in the lots under private ownership, where the City may not have control of preservation. A disadvantage of the amendment would be that additional smaller lots would be developed in an area not necessarily considered for this type of development during the initial planning of the overall project.

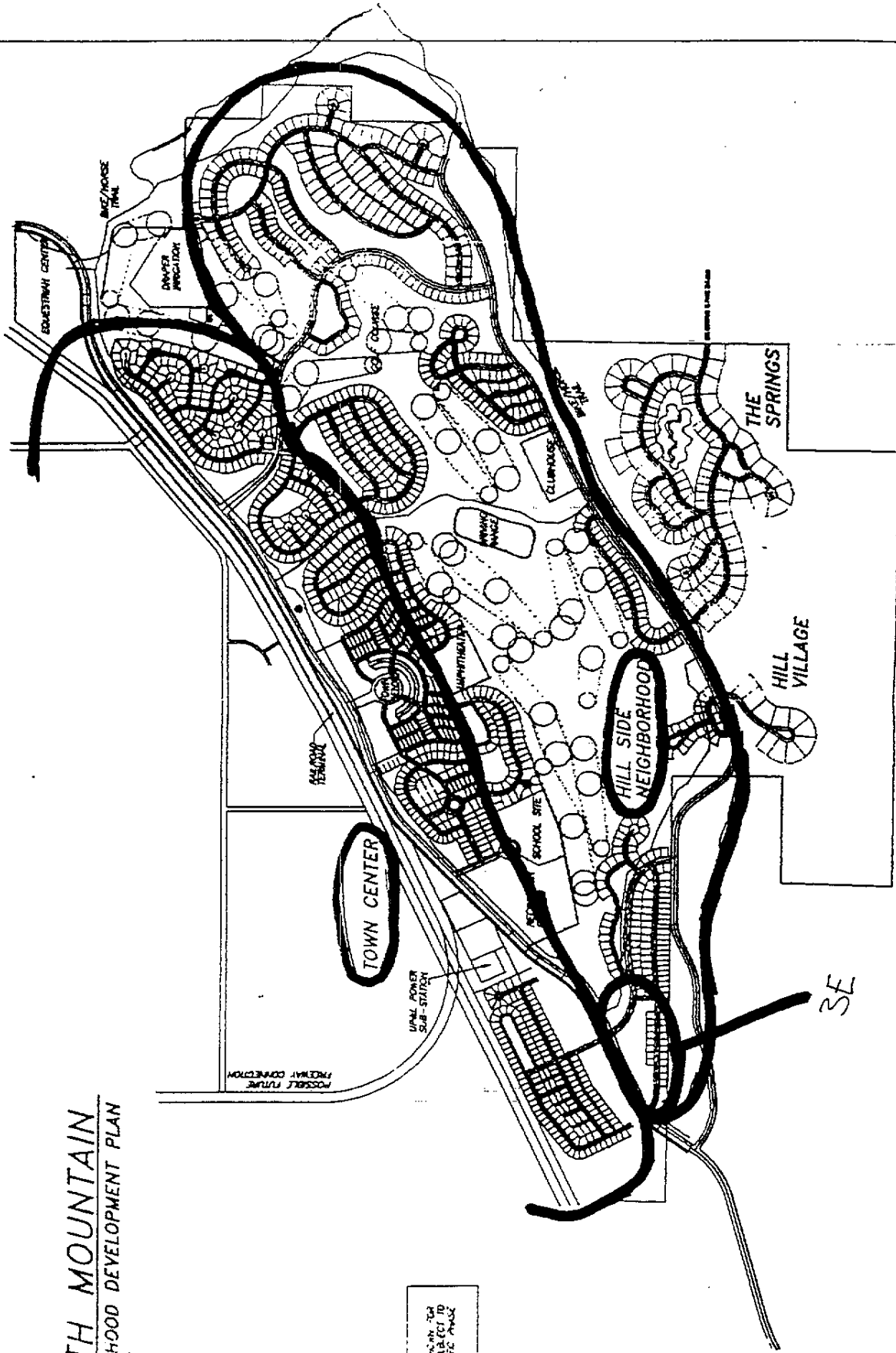
Attached are copies of the original master plan with the neighborhoods designated, a copy of the updated master plan also showing the corresponding neighborhoods, and a copy of the Planning Commission's Preliminary Plat Staff Report.

5/21/96: Council approved master plan amendment for Plat 3E only, to allow 5,000 sq. ft. lots so that 30% slopes can be kept in common ownership. May not add lots to 3E application because of this. No other Town Center development guidelines are approved at this time. 4-0 votes (Doug absent).

BK8369PG5781
Pg 5781

ORIGINAL MASTER PLAN

TH MOUNTAIN
NEIGHBORHOOD DEVELOPMENT PLAN



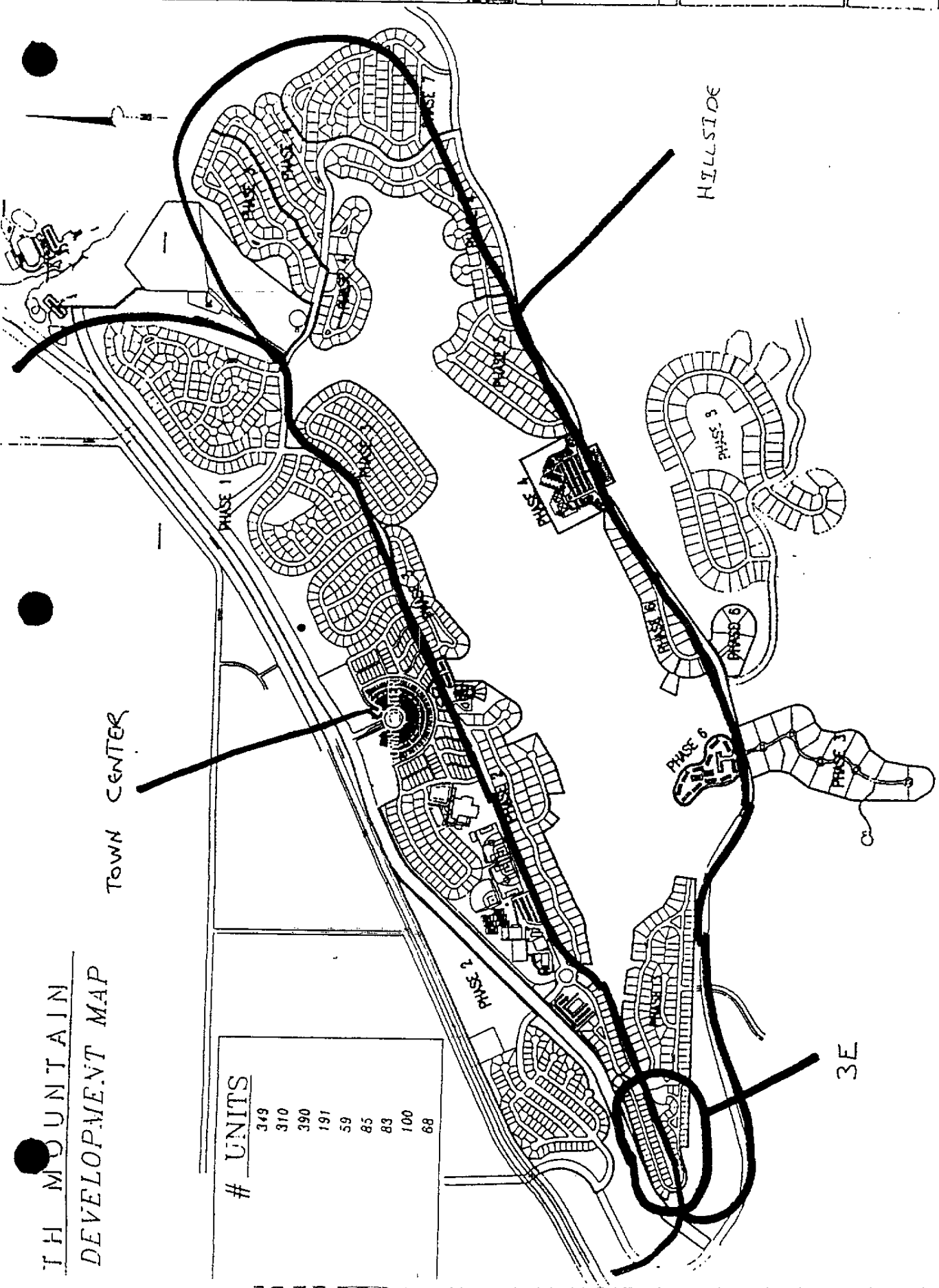
DATE: 7/12/04	PROJECT: SOUTH MOUNTAIN	SCALE: 1" = 100'	SHEET: 1 OF 1
DESIGNER: GOW	CLIENT: DRAFTER: LITANI	DATE: 7/12/04	
<p>MASTER STREET PLAN</p>			

BK 8369 PG 5782

**SOUTH MOUNTAIN
DEVELOPMENT MAP**

PHASE DEVELOPMENT MAP

SOUTH MOUNTAIN



TOWN CENTER

HILLSIDE

UNITS

- 349
- 310
- 390
- 191
- 59
- 85
- 83
- 100
- 68

UPDATED MASTER PLAN

BK8369PG5783

MEMORANDUM

TO: City Council and Mayor Redd
FROM: Rob Smetana, Planner III
DATE: August 1, 1997
RE: Amendments to the South Mountain Project Area Master Plan Regarding Highland Drive Access from South Mountain Town Center Lot "D"

*8/5/97: Council approved amendment with acceleration/deceleration lanes outside of the existing travel lanes.
(Note Highland Dr. design speed is ~50MPH)*

As part of both the April 10, 1997 and July 29, 1997 submittals for the Town Center Lot "D" project, South Mountain has requested a right-in, right-out access onto Highland Drive. This access is proposed at approximately the center of the lot frontage along Highland Drive. The nearest existing access onto Highland Drive, Town Center Drive, is located approximately 300 feet to the west.

The original Staff recommendation, as listed in the Staff level review report issued July 2, 1997, was to eliminate this access point. However, South Mountain has since provided the City Engineer with a traffic study addressing this proposed access. Mike Mehraban has reviewed the traffic study and issued the attached memorandum regarding his findings.

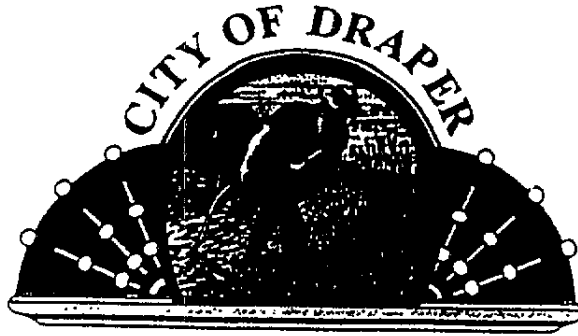
Notes any future similar requests would need to stand on own merits.
If the City Council agrees with South Mountain as to the appropriateness of a right-in, right-out access drive at the requested location, Staff feels it would be appropriate to amend the South Mountain Project Area Master Plan to reflect the addition of an access point at this location. A motion to this affect should, however, be limited to this location only. If South Mountain requests additional access onto Highland Drive from other parcels, those access points should be reviewed on a case-by-case basis, with the submittal of a traffic study and review of the study by the City Engineer, as was done in the situation before you.

BK8369PG5784

YOR
Y REDO

COUNCIL MEMBERS

DOUGLAS H. BEDKE
ELANIE T. DANSIE
LYN KIMBALL
PAUL LUNT
BRELL H. SMITH



12441 SOUTH 900 EAST • P.O. BOX 1020
DRAPER, UTAH 84020
(801) 578-6500 • FAX (801) 578-6511

CITY MANAGER
DAVID C. CAMPBELL

CITY RECORDER
BARBARA L. SADLER

FINANCE DIRECTOR
PERRY WIDDISON

MEMORANDUM

TO: Paul Glauser
FROM: Mike Mehraban
DATE: July 30, 1997
RE: South Mountain Commercial Parcel "D"

* * * * *

South Mountain has provided Draper City with a traffic-transportation study for the referenced project. Based on this study, the Engineering Department approves a right in - right out drive approach for this site into Highland Drive.

Future sites along Highland Drive need to go through the same process for any drive approach to be approved. The approval for this project should not be considered as a precedent for future approvals. Highland Drive is a major arterial and access must be managed carefully to insure safe transportation flow.

BK8369PG5785

June 9, 1997

Mr. Lee Conant
South Mountain
12433 South Fort Street
Draper, Utah 84020

RE: Traffic Study for Right In-Right Out Intersection on Highland Drive

Dear Mr. Conant:

As requested, we have evaluated the right in-right out intersection that you are proposing on Highland Drive at your Commercial Lot "D" site. The intersection would serve the proposed 5,400 square foot bank, 27,500 square feet of retail/office space and 10,000 square foot of office space planned at this site. Using the proposed building sizes and uses, the number of trips that could be anticipated for the site were generated.

TRIP GENERATION AND ROAD CAPACITY

Using the proposed building sizes and uses, projected trips to this site have been estimated using the Institute of Transportation Engineers (ITE) Trip Generation Manual, 5th Edition (1991). The proposed office/retail buildings were assumed to be a specialty retail center, which includes dance studios, insurance offices, florists, small restaurants, real estate offices and other small specialized retail services and offices. The 10,000 SF office space was assumed to be general office space. The trips generated for the bank assumed that drive-up tellers were available.

Using the assumptions above, the trips for both the A.M. and P.M. peak hours and the total daily trips were generated. The trips are summarized on Exhibit A. The total daily trips generated by the anticipated uses is 2,658. A total of 252 trips are anticipated during the peak hour in the A.M. A total of 385 trips are anticipated during the peak hour in the P.M.

The anticipated ADT for Highland Drive is currently being reviewed by Fehr and Peers as part of the MIS study being performed for UDOT. This study is being performed to determine if Highland Drive should be considered an extension of the Bangerter Highway. Conversations with Mr. Matt Rifkin at Fehr and Peers indicate that the preliminary ADT estimates for Highland Drive at ultimate development (2020) with Freeway (Bangerter) traffic is 26,200. The proposed road configuration used in the design of Highland Drive at South Mountain has a capacity between 25,000 and 30,000 ADT (Preliminary Transportation Impact and Accessibility Study, Bingham Engineering, July 1994)

The anticipated ADT for the Town Center Road was estimated to be 12,000, which includes projections of trips from the proposed commercial development. (Preliminary Transportation Impact and Accessibility Study, Bingham Engineering, July 1994). The capacity of this road with the recommended ultimate configuration is 10,000 to 15,000 ADT.

BK8369PG5786

TRIP DISTRIBUTION

The distribution of the trips was based on our understanding of the road system to be constructed in the area, existing developments, proposed developments and the projected types of services provided at the site. It was assumed that this commercial development would serve residents from the South Mountain development, and from the surrounding area. With the potential for the Traverse Mountain development being constructed, a higher component of traffic from the south and west is anticipated. Based on our review and judgement, we have estimated that 50% of the traffic will be approaching this intersection from the west, 30% from the south, and 20% from the east.

SITE ACCESS AND CIRCULATION

The site plan as proposed (Figure 1) shows the three access points serving this commercial site. Two of the access points, the one on Highland Drive and the one on Town Center Road would be right in/right out only, since medians will prevent left turn movements. The third access will be on Candy Pull Lane, which will allow left turns into and out of the site.

The intersection of Highland Drive and Town Center Road is anticipated to be signalized in the future as additional phases of the development are brought on line. Without the proposed right in/right out intersection, all vehicles utilizing Highland Drive coming to or leaving from the proposed development will have to pass through the signalized intersection.

Without the right in/right out access on Highland Drive all trips would have to use the two access points on Town Center Road and Candy Pull Lane. This configuration would result in all trips from Highland Drive (assumed at 70% of the total) entering onto Town Center Road, then making a left turn onto Candy Pull Lane, with another left turn required off of Candy Pull Lane to enter the commercial area. To leave the site, vehicles would exit either onto Candy Pull Lane, with a right turn onto Town Center Road, or would exit directly onto Town Center Road. From Town Center Road the cars would either go right onto Highland Drive eastbound, or turn left onto Highland Drive westbound. Trips from the south would enter from Candy Pull Lane or the Town Center Road, and would not enter onto Highland Drive. The anticipated trips into and out of the development without the right in/right out intersection are shown on Figure 1.

The proposed right in/right out intersection on Highland Drive would eliminate left turning movements through the Town Center Road and Candy Pull Lane intersection, and the left turning movements from Candy Pull Lane into the commercial area for all inbound trips generated on eastbound Highland Drive, and would eliminate right turn movements through the Town Center Road and Highland Drive intersection for all outbound trips on eastbound Highland Drive. For this study, we have assumed that all trips that could utilize the right in/right out intersection would use it. During the P.M. peak hour, this would result in 97 less inbound trips making a left turn at Candy Pull Lane, and a total of 38 less right turns through the Highland Drive and Town Center Road

intersection. Throughout the day, a total of 665 left turning movements through the Candy Pull Lane/Town Center Road, and 266 right turns at the Town Center Road and Highland Drive intersection could be eliminated by the proposed right in/right out intersection on Highland Drive. The anticipated trips into and out of the development with the right in/right out intersection are shown on Figure 1.

The main advantage of the right in/right out intersection appears to be the elimination of left turn movements through the Town Center Road and Candy Pull Lane intersection, and the left turn from Candy Pull Lane into the proposed development. A secondary benefit will be the reduction in the right turn movements in the Town Center Road and Candy Pull Lane and the Town Center Road and Highland Drive intersections.

CONCLUSIONS / RECOMMENDATIONS

Based on the trips being generated by the proposed development and the assumed traffic distribution, it appears that the proposed right in/right out intersection on Highland Drive would reduce the turning movements at the Highland Drive/Town Center Road and Town Center Road/Candy Pull Lane intersections, without any major disruption of traffic on Highland Drive. The reduction in turning movements at the referenced intersections would appear to be a benefit to the overall traffic circulation patterns on Highland Drive, Town Center Road and Candy Pull Lane.

The road design and lane configurations planned for Highland Drive has adequate capacity to handle the anticipated ADT, even with the proposed connection to the Bangerter Highway. The road section for Highland Drive assumes that a 10' or 11' shoulder would be installed, which would be sufficient to allow for a deceleration/acceleration lane at the proposed right in/right out intersection.

The right in/right out intersection configuration should have minimal impact on the traffic on Highland Drive. The right in component of the intersection is only 665 trips per day, with 97 occurring during the peak hour. The right out leg of the intersection, which will have the greatest impact on the traffic on Highland Drive, is estimated to be used by 266 trips per day, only 38 during the peak hour. Based on the use of the shoulder to provide a deceleration and acceleration lane, the decrease in capacity of Highland Drive will be minimal. Without the right in/right out intersection all of these trips would have to be routed through the Town Center Road/Highland Drive intersection.

The pavement width of Highland Drive for the ultimate configuration has been reviewed and appears to be sufficient to accommodate the appropriate deceleration/ acceleration lanes for the vehicles turning into or coming out from the proposed intersection.

The configuration of the right in/right out intersection should be modified from the configuration shown on Figure 1. The recommended modifications would bring the outbound traffic onto Highland drive perpendicularly, resulting in the outbound traffic coming to a stop before entering Highland Drive. This configuration will be a safer configuration, and ~~with the engineering of~~

BK8369PG5788

Mr. Lee Conant
June 9, 1997
Page 4

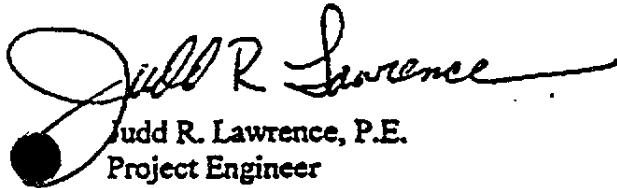
outgoing vehicles (38 trips during the peak P.M. hour) should not reduce the capacity of the intersection. If desired, additional information and guidance can be provided on this matter.

The concrete median in Town Center Road as shown in Figure 1 should be modified to add a dedicated left turn lane at the intersection of Town Center Road and Candy Pull Lane.

As traffic volumes increase, the intersection of Highland Drive and Town Center Road should be reviewed to determine if a signalized intersection is warranted. When a signal is warranted, it should be installed. As traffic volumes increase on Highland Drive, the timing of the signal should be reviewed to ascertain that the signal is operating at an optimum cycle time.

If you have any questions, or if you would like any further clarification regarding the information contained in this report, please call.

Sincerely,
BINGHAM ENGINEERING



Judd R. Lawrence, P.E.
Project Engineer

enclosure

cc: Jess Agraz

BINGHAM ENGINEERING

TRIP GENERATION SUMMARY

SOUTH MOUNTAIN COMMERCIAL LOT D HIGHLAND DRIVE AT TOWN CENTER ROAD

LAND USE # UNITS	# TRIPS							
	AM PEAK				PM PEAK			
	IN	TOTAL	OUT	IN	TOTAL	OUT	DAILY	
Bank (x 10 ³ Sq. Ft.) 5.4	34	60	27	113	236	123	1,432	
Commercial Complex (x10 ³ SQ FT) 27.5	85	178	92	77	138	58	1,118	
General Office (x10 ³ SQ FT) 10.0	13	15	2	2	14	12	108	
Total	132	252	120	193	385	192	2,658	

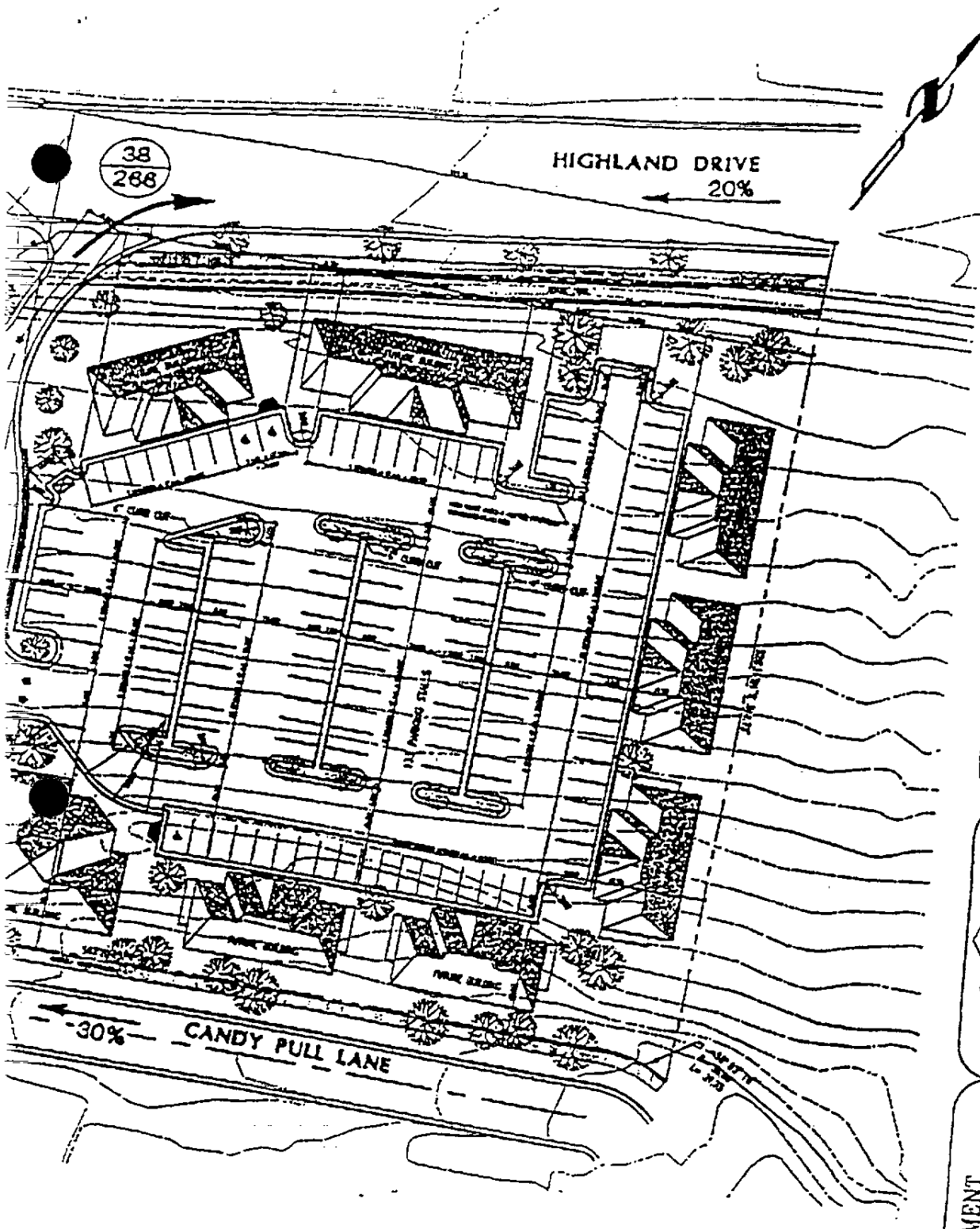
GENERATION RATES REFERENCE	LAND USE	PEAK PERIOD							
		AM				PM			
		IN	TOTAL	OUT	JN	TOTAL	OUT	DAILY	
1 - Drive-in Bank		56%	11.16	44%	48%	43.63	52%	265.21	
2 - Specialty Retail Center (5th Edition)		48%	6.41	52%	57%	4.93	43%	40.67	
3 - General Office		89%	1.5	11%	17%	1.40	83%	10.77	
4 -									

f:\proj\3007\SMOUNT.wb1 revised June 10, 1997

Printed on 06/13/97 at 03:02 PM

Exhibit	A
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06759d6988X



1. MOVED SIDEWALK PER FIELD
 No. 6/7/91

Drawn By: JHM
 Designed By: EAJ
 Checked By: JMC
 File Name: E:\SOUTH MOUNTAIN\...
 Plot Date: APR 21, 1997



SOUTH MOUNTAIN
 12425 South Fort Herrick
 Draper, Utah 84020
 (801) 878-9911 FAX (801) 878-0044

SITE DEVELOPMENT
SOUTH MOUNTAIN SUBDIVISION
 COMMERCIAL LOT D
 SITE PLAN
 DRAPER, UTAH

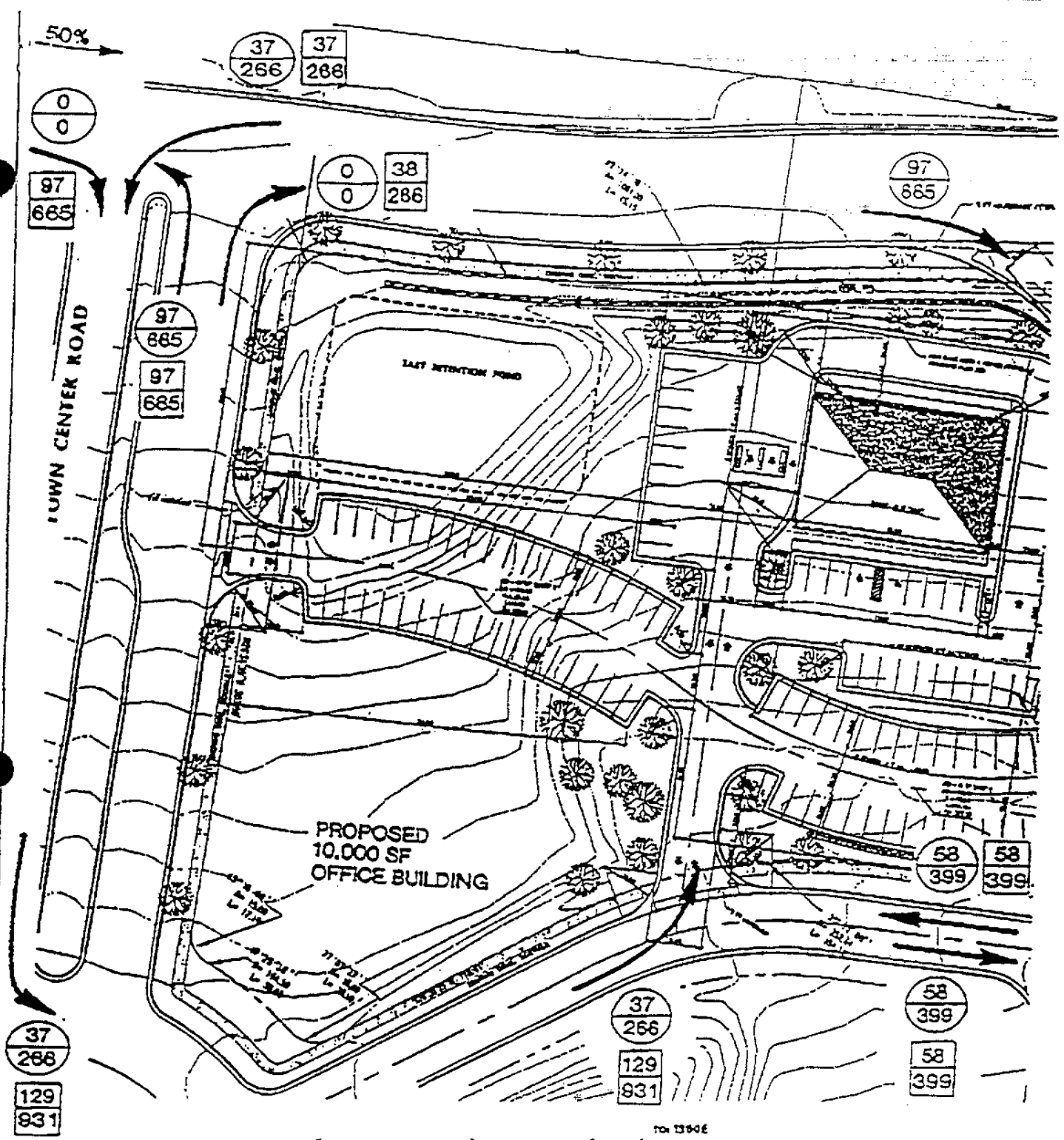
SHEET
 1 OF 3

SITE INFORMATION
 THE DEVELOPER'S
 NAME
 OWNER (SINGLE PARCELS) &
 BUILDING FOOTPRINTS (S) &
 OFFICE BUILDINGS/TRACT'S DANCE STUDIO
 DRIVE SCHOOL DISTRICT (S) &
 BUILDING FOOTPRINTS (S) &
 PARKING SPACES
 TOTAL PARKING STALLS (S) &
 HANDICAPPED PARKING SPACES (S) &

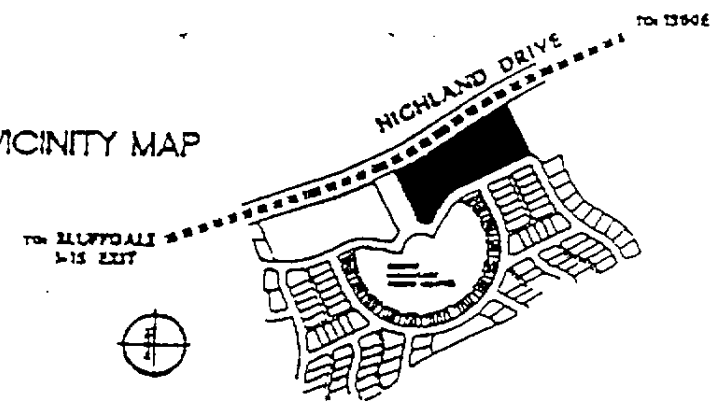
DISTRIBUTION
 AND TOTAL DAILY TRIPS
 SECTION
 AND TOTAL DAILY TRIPS
 SECTION

BK 8369PG5791

FIGURE 1



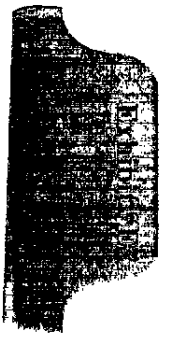
VICINITY MAP



LEGEND

- ← %XX ASSU
- XX ESTIA WITH
- XX ESTIA WITH

BK8369PG5792



BK8369P65793

EXHIBIT "E"

List of Improvement Agreements

<u>Phase</u>	<u>Agreement Dated</u>
1	27 October 1995
2A	15 September 1995
2B	15 September 1995
2C	15 September 1995
2D	15 September 1995
2E	15 September 1995
3A	22 April 1996
3B	25 September 1996
3C	12 June 1996
3E	12 November 1996



BK 8369 PG 5795

EXHIBIT "F"

WHEN RECORDED, MAIL TO:

SPECIAL WARRANTY DEED

SOUTH MOUNTAIN, L.C., a Utah limited liability company, as Grantor, of Salt Lake City, Salt Lake County, State of Utah, hereby conveys and warrants against all claiming by, through or under it, to **DRAPER CITY**, a Utah municipal corporation, as Grantee, of Draper City, Salt Lake County, State of Utah, for the sum of ten dollars (\$10.00) and other good and valuable consideration the following described property situated in Salt Lake County, State of Utah, to-wit:

See Exhibit "A" attached hereto and made a part hereof by this reference.

SUBJECT TO all existing encumbrances (except for any lien created by a deed of trust, mortgage or other similar instrument), rights-of-way, easements, restrictions, reservations and other matters of record or enforceable at law or in equity.

SUBJECT ALSO TO the restriction and limitation that Grantee and its successors and assigns shall preserve, maintain and utilize said property solely for public purposes for the benefit of the citizens of City who, together with City, shall be the beneficiaries of this restriction and limitation; provided, however, the foregoing restriction and limitation shall not apply to any portion of the said property that is subsequently reacquired by Grantor or its successors or assigns. The foregoing restriction is perpetual, runs with the land and shall be binding upon Grantee and all subsequent owners of the said property and shall specifically benefit and be appurtenant to such other real property as is adjacent thereto and owned by Grantor or its successors or assigns.

WITNESS the hand of said Grantor this ____ day of December, 1999.

"GRANTOR"

SOUTH MOUNTAIN, L.C.
a Utah limited liability company
by its Managing Member
UNIHO U.S.A., INC.

By: _____
Harry Hill, President

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

On the _____ day of December, 1999, personally appeared before me Harry Hill, who being by me duly sworn did say that he is the President of **UNIHO U.S.A., INC.**, Managing Member of **SOUTH MOUNTAIN, L.C.**, a Utah limited liability company, and that the within and foregoing instrument was signed in behalf of said limited liability company by authority of its Articles of Organization and duly acknowledged to me that said limited liability company executed the same.

My Commission Expires:

Notary Public
Residing at:

Exhibit "A"

SOUTH MOUNTAIN
DRAPER CITY WATER TANK
(PHASE 13)

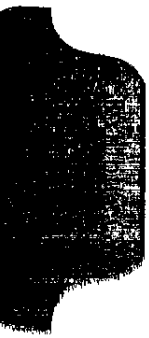
NOTE: THIS DESCRIPTION IS PRELIMINARY AND HAS NOT BEEN VERIFIED BY SURVEY.

BEGINNING AT A POINT WHICH IS N 89°38'39" E 979.14 FEET, AND NORTH 557.76 FEET
FROM THE SOUTHWEST CORNER OF SECTION 8, TOWNSHIP 4 SOUTH, RANGE 1 EAST,
SALT LAKE BASE AND MERIDIAN AND COMMENCING;

THENCE, NORTH A DISTANCE OF 300.00 FEET;
THENCE, EAST A DISTANCE OF 300.00 FEET;
THENCE, SOUTH A DISTANCE OF 300.00 FEET;
THENCE, WEST A DISTANCE OF 300.00 FEET;
TO THE POINT OF BEGINNING.

CONTAINS AN AREA OF 90,000 SQ.FT. 2.07 ACRES, MORE OR LESS.

BK8369PG5798



BK8369Pg5799

EXHIBIT "G"

South Mountain Minimum Open Space Required

To be conveyed or set aside with each Residential Phase
(calculations exclude acreage used for major roads and public facilities)

<u>residential phases</u>	<u>units</u>	<u>total acreage required</u>	<u>acreage within each phase boundary</u>	<u>additional open space acreage required</u>
3B-2	2	1.32	1.64	(0.32)
4/5	93	61.18	38.36	22.82
6	100	65.78	24.23	41.55
7	66	43.42	15.97	27.45
8	24	15.79	12.68	3.11
9	87	57.23	26.91	30.32
10	150	98.67	17.15	81.52
11 North	84	55.26	14.49	40.77
11 South	140	92.10	61.90	30.20
12	44	28.94	6.04	22.90
13	22	14.47	19.17	(4.70)
14	18	11.84	2.18	9.66
			240.72	305.28
Totals	830	546	241	305

credit towards other phases *

corrected December 21, 1999

BK8369PG5800

BK8369PG5801



EXHIBIT "H"

WHEN RECORDED, MAIL TO:

SPECIAL WARRANTY DEED

SOUTH MOUNTAIN, L.C., a Utah limited liability company, as Grantor, of Salt Lake City, Salt Lake County, State of Utah, hereby conveys and warrants against all claiming by, through or under it, to **DRAPER CITY**, a Utah municipal corporation, as Grantee, of Draper City, Salt Lake County, State of Utah, for the sum of ten dollars (\$10.00) and other good and valuable consideration the following described property situated in Salt Lake County, State of Utah, to-wit:

See Exhibit "A" attached hereto and made a part hereof by this reference.

SUBJECT TO those existing encumbrances (except for any lien created by a deed of trust, mortgage or other similar instrument), rights-of-way, easements, restrictions, reservations and other matters of record or enforceable at law or in equity identified on Exhibit "B" attached hereto and made a part hereof [Note: Acceptable existing encumbrances to be identified on Exhibit "B" shall be determined by City and Developer at or before the time of conveyance upon review of a commitment for title insurance with respect to a particular parcel; provided, however, that non-monetary encumbrances that do not materially affect the City's use and ownership of any such parcel for public purposes as provided herein shall be acceptable.]

SUBJECT ALSO TO the restriction and limitation that Grantee and its successors and assigns shall preserve, maintain and utilize said property solely for public purposes for the benefit of the citizens of City who, together with City, shall be the beneficiaries of this restriction and limitation; provided, however, the foregoing restriction and limitation shall not apply to any portion of the said property that is subsequently reacquired by Grantor or its successors or assigns. The foregoing restriction is perpetual, runs with the land and shall be binding upon Grantee and all subsequent owners of the said property and shall specifically benefit and be appurtenant to such other real property as is adjacent thereto and owned by Grantor or its successors or assigns.

WITNESS the hand of said Grantor this ____ day of December, 1999.

[Signature appears on following page]

"GRANTOR"

SOUTH MOUNTAIN, L.C.
a Utah limited liability company
by its Managing Member
UNIHO U.S.A., INC.

By: _____
Harry Hill, President

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

On the ____ day of December, 1999, personally appeared before me Harry Hill, who being by me duly sworn did say that he is the President of **UNIHO U.S.A., INC.**, Managing Member of **SOUTH MOUNTAIN, L.C.**, a Utah limited liability company, and that the within and foregoing instrument was signed on behalf of said limited liability company by authority of its Articles of Organization and duly acknowledged to me that said limited liability company executed the same.

My Commission Expires:

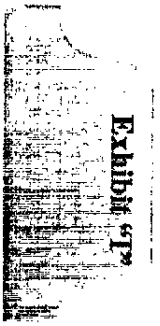
Notary Public
Residing at:

Exhibit A

Legal Description for Open Space Parcel Being Conveyed

Exhibit B

Acceptable Existing Encumbrances



BK 8369 PC5806

EXHIBIT "I"

WHEN RECORDED, MAIL TO:

SPECIAL WARRANTY DEED

DRAPER CITY, a Utah municipal corporation, as Grantor, of Draper City, Salt Lake County, State of Utah, hereby conveys and warrants against all claiming by, through or under it, to **SOUTH MOUNTAIN, L.C.**, a Utah limited liability company, as Grantee, of Salt Lake City, Salt Lake County, State of Utah, for the sum of ten dollars (\$10.00) and other good and valuable consideration the following described property situated in Salt Lake County, State of Utah, to-wit:

See Exhibit "A" attached hereto and made a part hereof by this reference.

SUBJECT TO all easements, covenants, restrictions, rights of way and reservations appearing of record, and taxes for the year 2000 and thereafter.

WITNESS the hand of said Grantor this ____ day of December, 1999.

"GRANTOR"

DRAPER CITY

By: _____
Mayor

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

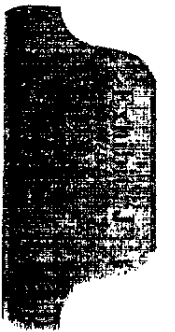
On the ____ day of December, 1999, personally appeared before me Richard D. Alsop, who being duly sworn, did say that he is the Mayor of **DRAPER CITY**, a municipal corporation of the State of Utah, and that the foregoing instrument was signed in behalf of the City by authority of its governing body and said Richard D. Alsop acknowledged to me that the City executed the same.

My Commission Expires:

Notary Public
Residing at:

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EXHIBIT A
TO
SPECIAL WARRANTY DEED
(to be attached)



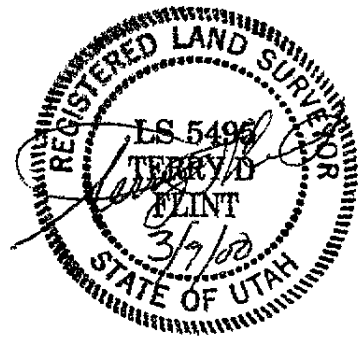
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SOUTH MOUNTAIN
DRAPER CITY PARCEL
(PHASE 11 SOUTH)
MARCH 7, 2000

BEGINNING AT A POINT ON THE SOUTH MOUNTAIN PROPERTY LINE, SAID POINT BEING S 01°02'22" W 1260.848 FEET AND N 89°48'31" W 151.885 FEET FROM THE WEST QUARTER CORNER OF SECTION 9, TOWNSHIP 4 SOUTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN AND RUNNING,

THENCE, S 14°34'40" W A DISTANCE OF 189.998 FEET;
THENCE, S 74°08'16" W A DISTANCE OF 270.205 FEET;
THENCE, N 31°14'05" W A DISTANCE OF 181.278 FEET;
THENCE, WEST A DISTANCE OF 231.745 FEET;
THENCE, NORTH A DISTANCE OF 104.850 FEET TO THE SOUTH MOUNTAIN PROPERTY LINE;
THENCE ALONG SAID PROPERTY LINE, S 89°48'31" E A DISTANCE OF 633.486 FEET;
TO THE POINT OF BEGINNING.

CONTAINS AN AREA OF 103,209 SQ.FT. 2.37 ACRES, MORE OR LESS.



BK8369PG5810

SOUTH MOUNTAIN DRAPER CITY PARCEL

SCALE 1" = 200'

DRAPER IRRIGATION
WATERTANK SITE

TRAVERSE RIDGE ROAD

TRAVERSE RIDGE ROAD
CONDEMNATION LINE

SOUTH MOUNTAIN
PHASE 11 SOUTH

WEST QUARTER CORNER
SECTION 9, T4S,
R1E, SLB&M
FOUND MON.

S01°02'22"W
1260.848'

DRAPER CITY PARCEL
PHASE 11 SOUTH

SOUTH MOUNTAIN
PROPERTY LINE

S89°48'31"E
633.486'

POINT OF
BEGINNING

N89°48'31"W
151.885'

NORTH
104.850'

WEST
231.745'

2.37 AC.

N37°14'05"W
181.278'

S14°34'40"W
189.998'

S74°08'16"W
270.205'

SOUTH MOUNTAIN
PROPERTY LINE

OF DRAWING: 3-09-00



FLINT LAND SURVEYING & CONSULTING LLC
P.O. BOX 95029, SOUTH JORDAN, UT 84095-5029
PHONE: 446-1820 FAX: 446-1820



**WILDING
ENGINEERING, INC**
12411 SOUTH FORT STREET
DRAPER, UTAH 84020
(801)553-8112

RK8369PG5811

SOUTH MOUNTAIN
REMAINING PROPERTY
MARCH 13, 2000

BEGINNING AT THE NORTH QUARTER CORNER OF SECTION 9, TOWNSHIP 4 SOUTH, RANGE 1 EAST, SALT LAKE BASE & MERIDIAN AND RUNNING;

THENCE ALONG THE NORTH LINE OF SECTION 9, N 89°52'36" W A DISTANCE OF 1306.071 FEET TO A POINT ON THE EAST LINE OF THE WEST HALF OF THE NORTHWEST ¼ OF SECTION 9;
THENCE ALONG SAID EAST LINE, S 00°16'57" E A DISTANCE OF 2613.364 FEET TO THE SOUTH LINE OF THE NORTHWEST ¼ OF SECTION 9;
THENCE ALONG SAID SOUTH LINE, N 88°14'27" E A DISTANCE OF 572.395 FEET TO A POINT ON THE TRAVERSE RIDGE ROAD CONDEMNED PROPERTY LINE;
THENCE ALONG SAID CONDEMNATION LINE THE FOLLOWING 4 CALLS:
(1)THENCE, S 07°33'23" E A DISTANCE OF 64.229 FEET;
(2)THENCE, S 22°15'43" E A DISTANCE OF 47.330 FEET;
(3)THENCE, S 00°30'15" W A DISTANCE OF 231.530 FEET;
(4)THENCE, S 08°33'09" W A DISTANCE OF 167.023 FEET;
THENCE LEAVING SAID CONDEMNATION LINE, N 89°47'44" W A DISTANCE OF 22.634 FEET;
THENCE, N 44°07'02" W A DISTANCE OF 147.114 FEET;
THENCE, S 76°31'58" W A DISTANCE OF 409.777 FEET;
THENCE, S 75°21'59" W A DISTANCE OF 54.913 FEET TO A POINT ON THE EAST LINE OF THE WEST HALF OF THE SOUTHWEST ¼ OF SECTION 9;
THENCE ALONG SAID EAST LINE, S 00°35'29" W A DISTANCE OF 786.114 FEET TO THE SOUTHEAST CORNER OF THE NORTHWEST ¼ OF THE SOUTHWEST ¼ OF SECTION 9;
THENCE ALONG THE SOUTH LINE OF THE NORTHWEST ¼ OF THE SOUTHWEST ¼ OF SECTION 9, S 88°56'40" W A DISTANCE OF 1296.168 FEET TO THE WEST LINE OF SECTION 9;
THENCE ALONG THE SOUTH LINE OF THE NORTHEAST ¼ OF THE SOUTHEAST ¼ OF SECTION 8, N 89°48'31" W A DISTANCE OF 151.885 FEET;
THENCE LEAVING SAID SOUTH LINE, S 14°34'40" W A DISTANCE OF 189.998 FEET;
THENCE, S 74°08'16" W A DISTANCE OF 270.205 FEET;
THENCE, N 31°14'05" W A DISTANCE OF 181.278 FEET;
THENCE, WEST A DISTANCE OF 231.745 FEET;
THENCE, NORTH A DISTANCE OF 104.850 FEET TO THE SOUTH LINE OF THE NORTHEAST ¼ OF THE SOUTHEAST ¼ OF SECTION 8;
THENCE ALONG SAID SOUTH LINE, N 89°48'31" W A DISTANCE OF 546.653 FEET TO THE NORTHEAST CORNER OF THE SOUTHWEST ¼ OF THE SOUTHEAST ¼ OF SECTION 8;
THENCE ALONG THE EAST LINE OF THE SOUTHWEST ¼ OF THE SOUTHEAST ¼ OF SECTION 8, S 00°41'55" W A DISTANCE OF 1273.402 FEET TO THE SOUTH LINE OF SECTION 8;
THENCE ALONG SAID SOUTH LINE, S 89°38'41" W A DISTANCE OF 1324.701 FEET TO THE SOUTH ¼ CORNER OF SECTION 8;
THENCE CONTINUING ALONG SAID SOUTH LINE, S 89°38'39" W A DISTANCE OF 2649.525 FEET TO THE SOUTHWEST CORNER OF SECTION 8;
THENCE ALONG THE WEST LINE OF SECTION 8, N 02°55'15" E A DISTANCE OF 1312.086 FEET TO THE NORTH LINE OF THE SOUTHWEST ¼ OF THE SOUTHWEST ¼ OF SECTION 8;

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THENCE ALONG SAID NORTH LINE, S 89°49'27" E A DISTANCE OF 1295.406 FEET TO THE SOUTHWEST CORNER OF THE NORTHEAST ¼ OF THE SOUTHWEST ¼ OF SECTION 8;

THENCE ALONG THE WEST LINE OF THE NORTHEAST ¼ OF THE SOUTHWEST ¼ OF SECTION 8, N 01°39'21" E A DISTANCE OF 287.279 FEET TO A POINT ON THE REMCO PROPERTY LINE;

THENCE ALONG THE REMCO PROPERTY LINE THE FOLLOWING 4 COURSES:

(1)THENCE, N 63°24'56" E A DISTANCE OF 190.365 FEET;

(2)THENCE, N 49°57'30" E A DISTANCE OF 153.932 FEET;

(3)THENCE, N 59°34'36" E A DISTANCE OF 52.836 FEET;

(4)THENCE, N 23°41'14" W A DISTANCE OF 122.786 FEET TO A POINT ON THE TRAVERSE RIDGE ROAD CONDEMNED PROPERTY LINE;

THENCE ALONG SAID CONDEMNATION LINE THE FOLLOWING 3 COURSES:

(1)THENCE, N 79°01'05" W A DISTANCE OF 127.111 FEET;

(2)THENCE, N 61°36'34" W A DISTANCE OF 122.140 FEET;

(3)THENCE, N 50°03'37" W A DISTANCE OF 51.393 FEET, TO A POINT ON THE WEST LINE OF THE NORTHEAST ¼ OF THE SOUTHWEST ¼ OF SECTION 8;

THENCE ALONG SAID WEST LINE, N 01°39'21" E A DISTANCE OF 572.555 FEET TO THE NORTH LINE OF THE SOUTHWEST ¼ OF SECTION 8;

THENCE ALONG SAID NORTH LINE, N 89°16'04" W A DISTANCE OF 645.915 FEET;

THENCE LEAVING SAID NORTH LINE, N 07°58'14" E A DISTANCE OF 266.233 FEET;

THENCE N 06°32'14" E A DISTANCE OF 53.445 FEET;

THENCE, N 36°55'26" E A DISTANCE OF 151.407 FEET;

THENCE, N 36°55'26" E A DISTANCE OF 253.795 FEET TO A POINT ON THE SOUTH MOUNTAIN GOLF COURSE PROPERTY LINE;

THENCE ALONG SAID GOLF COURSE PROPERTY LINE THE FOLLOWING 7 COURSES:

(1)THENCE, S 88°55'42" E A DISTANCE OF 235.369 FEET;

(2)THENCE, N 65°17'01" E A DISTANCE OF 778.574 FEET;

(3)THENCE, S 78°52'53" E A DISTANCE OF 693.340 FEET;

(4)THENCE, S 45°45'15" E A DISTANCE OF 511.510 FEET;

(5)THENCE, N 56°26'16" E A DISTANCE OF 227.008 FEET;

(6)THENCE, N 75°19'17" E A DISTANCE OF 496.002 FEET;

(7)THENCE, N 62°14'06" E A DISTANCE OF 913.516 FEET;

THENCE LEAVING SAID GOLF COURSE PROPERTY LINE, S 80°06'21" E A DISTANCE OF 218.953 FEET TO A POINT ON THE RAMBLING ROAD RIGHT OF WAY LINE;

THENCE ALONG SAID RIGHT OF WAY LINE THE FOLLOWING 6 COURSES:

(1)THENCE, N 44°30'39" E A DISTANCE OF 32.834 FEET;

(2)THENCE, 111.132 FEET ALONG A CURVE WITH A 636.000 FOOT RADIUS TO THE RIGHT (LONG CHORD OF WHICH BEARS N 49°31'00" E A DISTANCE OF 110.991 FEET) WITH A TANGENT OF 55.708 FEET AND A DELTA OF 10°00'42";

(3)THENCE, N 54°41'46" E A DISTANCE OF 208.172 FEET;

(4)THENCE, 282.456 FEET ALONG A CURVE WITH A 611.000 FOOT RADIUS TO THE RIGHT (LONG CHORD OF WHICH BEARS N 67°56'23" E A DISTANCE OF 279.947 FEET) WITH A TANGENT OF 143.798 FEET AND A DELTA OF 26°29'13";

(5)THENCE, N 81°10'59" E A DISTANCE OF 394.805 FEET;

(6)THENCE, 99.390 FEET ALONG A CURVE WITH A 538.968 FOOT RADIUS TO THE LEFT (LONG CHORD OF WHICH BEARS N 75°54'01" E A DISTANCE OF 99.249 FEET) WITH A TANGENT OF 49.836 FEET AND A DELTA OF 10°33'57";

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THENCE LEAVING SAID RIGHT OF WAY LINE, N 27°00'00" W A DISTANCE OF 557.414 FEET TO A POINT ON THE SOUTH MOUNTAIN GOLF COURSE PROPERTY LINE;

THENCE ALONG SAID PROPERTY LINE THE FOLLOWING 14 COURSES:

- (1) THENCE, N 35°09'57" E A DISTANCE OF 1009.183 FEET;
- (2) THENCE, N 28°23'50" E A DISTANCE OF 236.368 FEET;
- (3) THENCE, N 60°14'41" E A DISTANCE OF 37.159 FEET;
- (4) THENCE, S 84°31'44" E A DISTANCE OF 314.092 FEET;
- (5) THENCE, S 08°54'51" E A DISTANCE OF 183.576 FEET;
- (6) THENCE, S 80°22'01" E A DISTANCE OF 461.656 FEET;
- (7) THENCE, N 02°16'56" E A DISTANCE OF 461.953 FEET;
- (8) THENCE, N 42°59'11" E A DISTANCE OF 742.112 FEET;
- (9) THENCE, N 00°39'27" E A DISTANCE OF 138.058 FEET;
- (10) THENCE, N 83°53'20" W A DISTANCE OF 239.082 FEET;
- (11) THENCE, S 44°53'08" W A DISTANCE OF 374.387 FEET;
- (12) THENCE, N 71°50'52" W A DISTANCE OF 630.484 FEET;
- (13) THENCE, N 11°44'19" W A DISTANCE OF 494.546 FEET;
- (14) THENCE, N 59°01'53" E A DISTANCE OF 188.969 FEET TO A POINT ON THE RAMBLING ROAD RIGHT OF WAY LINE;

THENCE ALONG SAID RIGHT OF WAY LINE THE FOLLOWING 3 COURSES:

- (1) THENCE, 133.801 FEET ALONG A CURVE WITH A 336.000 FOOT RADIUS TO THE LEFT (LONG CHORD OF WHICH BEARS S 66°02'52" E A DISTANCE OF 132.919 FEET) WITH A TANGENT OF 67.799 FEET AND A DELTA OF 22°48'58";
- (2) THENCE, S 77°27'21" E A DISTANCE OF 625.370 FEET;
- (3) THENCE, 35.166 FEET ALONG A CURVE WITH A 286.000 FOOT RADIUS TO THE LEFT (LONG CHORD OF WHICH BEARS S 80°58'42" E A DISTANCE OF 35.143 FEET) WITH A TANGENT OF 17.605 FEET AND A DELTA OF 7°02'42";

THENCE, N 05°29'57" E A DISTANCE OF 72.000 FEET TO A POINT ON THE SOUTH MOUNTAIN PHASE 3C SUBDIVISION LINE;

THENCE ALONG SAID SUBDIVISION LINE THE FOLLOWING 17 COURSES:

- (1) THENCE, N 56°26'10" E A DISTANCE OF 175.475 FEET;
- (2) THENCE, N 51°27'46" E A DISTANCE OF 22.565 FEET;
- (3) THENCE, S 38°32'14" E A DISTANCE OF 8.000 FEET;
- (4) THENCE, N 51°27'46" E A DISTANCE OF 146.140 FEET;
- (5) THENCE, N 60°54'12" E A DISTANCE OF 218.583 FEET;
- (6) THENCE, N 35°44'32" E A DISTANCE OF 190.917 FEET;
- (7) THENCE, N 59°03'37" E A DISTANCE OF 127.035 FEET;
- (8) THENCE, N 66°09'59" E A DISTANCE OF 206.002 FEET;
- (9) THENCE, N 58°04'12" E A DISTANCE OF 152.550 FEET;
- (10) THENCE, N 56°33'35" E A DISTANCE OF 271.901 FEET;
- (11) THENCE, N 50°59'28" E A DISTANCE OF 61.037 FEET;
- (12) THENCE, N 31°23'50" E A DISTANCE OF 123.027 FEET;
- (13) THENCE, N 15°46'53" E A DISTANCE OF 109.250 FEET;
- (14) THENCE, N 00°57'20" E A DISTANCE OF 56.435 FEET;
- (15) THENCE, N 27°50'36" E A DISTANCE OF 120.000 FEET;
- (16) THENCE, S 61°37'59" E A DISTANCE OF 20.920 FEET;
- (17) THENCE, S 89°03'11" E A DISTANCE OF 535.276 FEET;

BK8369PG5814

THENCE LEAVING SAID SUBDIVISION LINE, S 00°38'03" W A DISTANCE OF 1652.681 FEET;
THENCE, N 89°23'27" W A DISTANCE OF 805.595 FEET TO A POINT ON THE RAMBLING ROAD RIGHT OF
WAY LINE;

THENCE ALONG SAID RIGHT OF WAY LINE THE FOLLOWING 3 COURSES:

(1) THENCE 141.214 FEET ALONG A CURVE WITH A 539.000 FOOT RADIUS TO THE LEFT (LONG CHORD
OF WHICH BEARS S 08°05'11" W A DISTANCE OF 140.811 FEET) WITH A TANGENT OF 71.014 FEET
AND A DELTA OF 15°00'40";

(2) THENCE, S 00°34'51" W A DISTANCE OF 779.627 FEET;

(3) THENCE, 68.269 FEET ALONG A CURVE WITH A 610.887 FOOT RADIUS TO THE RIGHT (LONG CHORD
OF WHICH BEARS S 03°46'55" W A DISTANCE OF 68.235 FEET) WITH A TANGENT OF 34.171 FEET AND
A DELTA OF 6°24'11";

THENCE LEAVING SAID RIGHT OF WAY LINE, 28.141 FEET ALONG A CURVE WITH A 18.000 FOOT
RADIUS TO THE LEFT (LONG CHORD OF WHICH BEARS S 37°48'15" E A DISTANCE OF 25.361 FEET)
WITH A TANGENT OF 17.867 FEET AND A DELTA OF 89°34'27";

THENCE, 67.683 FEET ALONG A CURVE WITH A 571.918 FOOT RADIUS TO THE LEFT (LONG CHORD OF
WHICH BEARS S 85°58'54" E A DISTANCE OF 67.645 FEET) WITH A TANGENT OF 33.882 FEET AND A
DELTA OF 6°46'50";

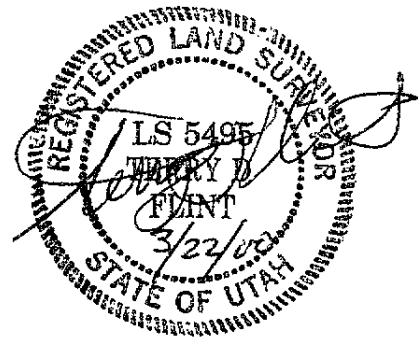
THENCE, S 89°22'19" E A DISTANCE OF 416.302 FEET;

THENCE, S 00°38'04" W A DISTANCE OF 313.902 FEET TO A POINT ON THE NORTH LINE OF SECTION 9;

THENCE ALONG SAID NORTH LINE, N 89°43'08" W A DISTANCE OF 981.895 FEET;

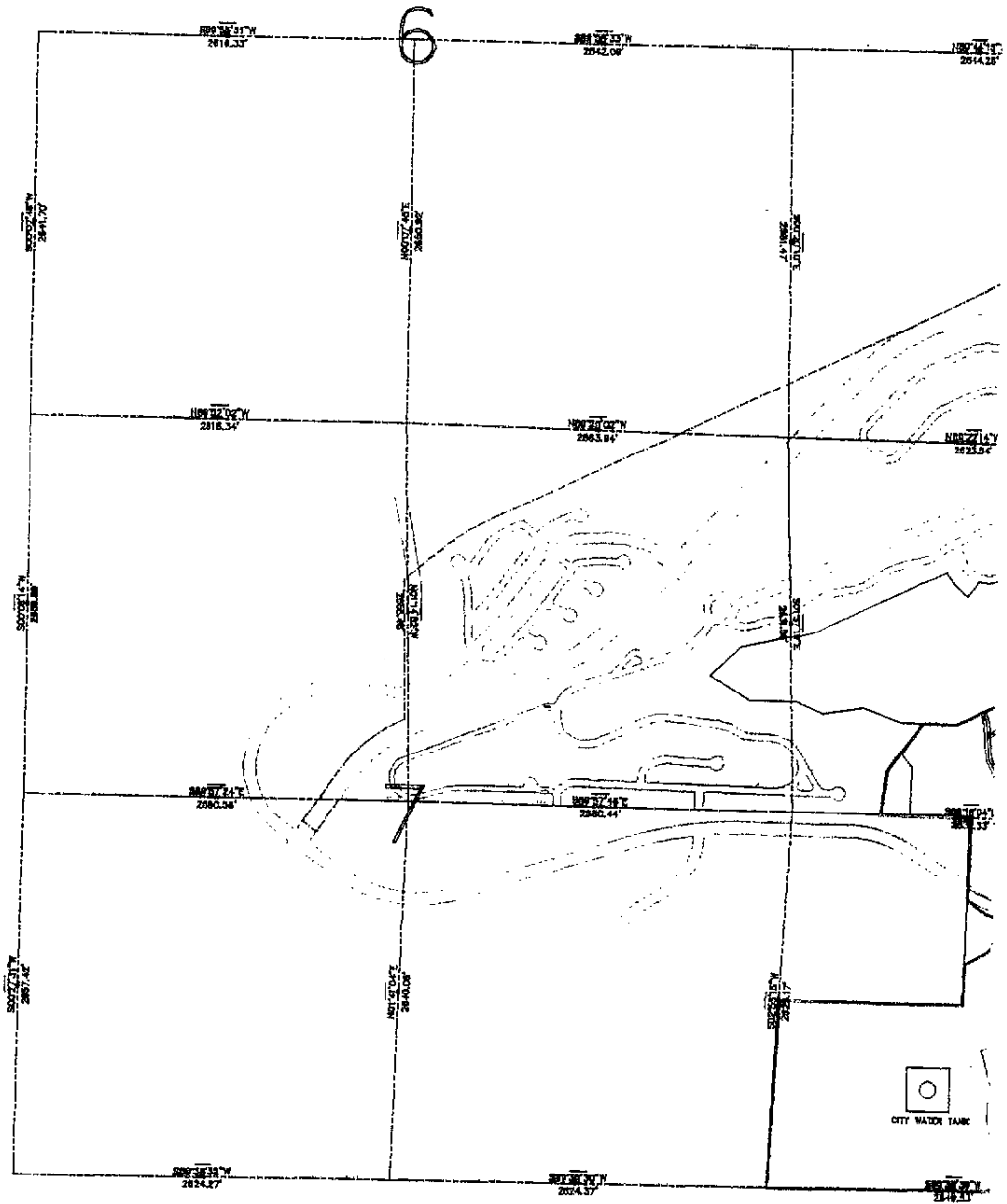
TO THE POINT OF BEGINNING.

CONTAINS AN AREA OF 24,001,040 SQ.FT. 550.99 ACRES, MORE OR LESS.



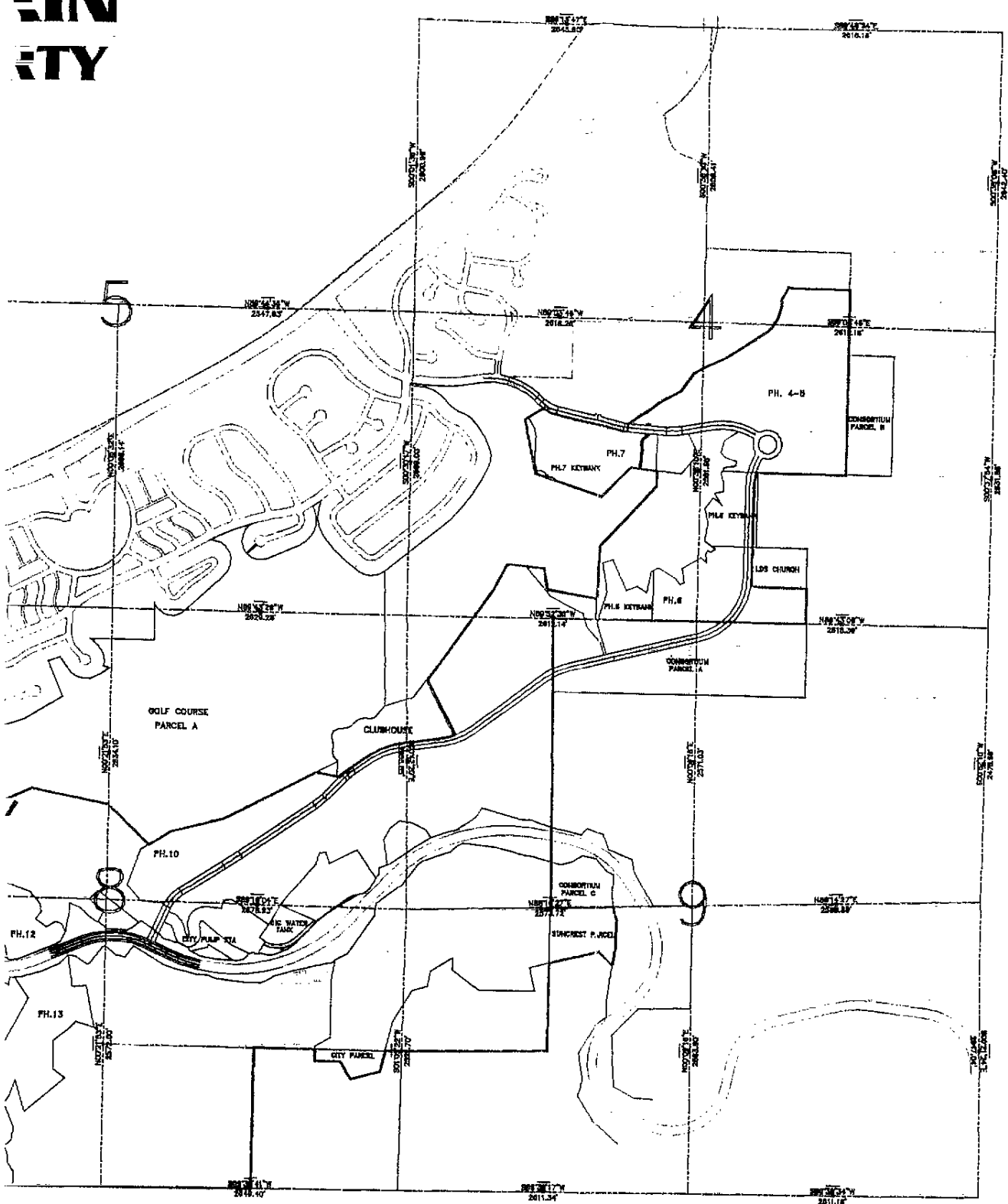
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SOUTH MOUNT REMAINING PROPE



BK 8369PG5016

**MIN
ITY**



BK 8369PG5817

BK8369PG5818