



**AMENDMENT TO  
CONSENT AGREEMENT**

This Amendment to that certain Consent Agreement dated May 1, 1997 (the "Consent Agreement"), by and between Redhawk Development, L.L.C., a Utah limited liability company, of which Developer is a successor-in-interest, and Summit County, Utah, a copy of which is attached hereto as Exhibit "1" (the "Amendment"), is entered into this 21<sup>st</sup> day of October, 2003 by and between MacDonald Utah Holdings, L.L.C., a Utah limited liability company ("Developer"), and Summit County, a political subdivision of the State of Utah, by and through its Board of County Commissioners (the "County").

**RECITALS**

- A. Since the Consent Agreement was executed in May of 1997, some of the circumstances involving the project (the "Project") approved by the Consent Agreement have changed.
- B. On or about December 15, 1999, the Project, known as the "Red Hawk Wildlife Preserve," was partitioned pursuant to arbitration. Developer under this Agreement is the successor-in-interest in and to that portion of the Project property reflected on Exhibit "2" (the "MacDonald Parcel of the Project"). The remaining portion of the Project is referred to interchangeably herein as the "Nielsen Parcel of the Project" or the "Ridges at Redhawk Parcel."
- C. The Amendment to the Consent Agreement is intended to modify certain aspects of the Consent Agreement as they affect the MacDonald Parcel of the Project.
- D. Except as amended and modified by this Amendment or inconsistent with the terms and provisions hereof, it is the intent of the parties that all other terms and provisions of the Consent Agreement shall remain in full force and effect.

E. The Summit County Planning staff has determined that this Amendment to the Consent Agreement is not a substantial amendment, i.e., one that alters the intent of the Consent Agreement regarding the use, density and configuration of the Project, but is a minor amendment.

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

1. Project Name. The Project identified in the Consent Agreement shall continue to be referred to as the Red Hawk Wildlife Preserve. However, the MacDonald Parcel of the Project and any subdivisions developed therein, are hereby renamed and shall be referred to as "The Preserve."

2. Density. The overall density of the Project reflected in paragraph 1.3 of the Consent Agreement shall remain as reflected therein. Of the 116 lot density permitted thereby, 45 lots of that density shall be permitted on the MacDonald Parcel of the Project. Three of these 45 lots are owned by GrayHawk/DMB Park City, L.L.C.

3. Equestrian Center. The equestrian center referenced in paragraph 1.3 of the Consent Agreement will not be located on Lot 78, because the lot numbering system has changed. However, the Developer, or the Homeowners Association of the MacDonald Parcel of the Project (the "HOA") may construct an equestrian center on the MacDonald Parcel of the Project at the location reflected on the plats attached hereto as Exhibit "3," which equestrian center and construction shall be consistent with the provisions of paragraph 1.3 of the Consent Agreement, except as modified by this Amendment. The Exhibit "3" plats will be replaced by the final approved plats upon final plat approval.

4. Specific Design Conditions. The development and construction of the MacDonald Parcel of the Project shall be consistent with the Specific Design Conditions set forth in Schedule 1 to the Consent Agreement, as amended hereby, and the restrictions identified and set forth on the plats attached as Exhibit "3," and the other documents identified in paragraph 1.4 of the Consent Agreement, to the extent not inconsistent with this Amendment.

5. Red Hawk Wildlife Management and Enhancement Plan. As it relates to the property located within the MacDonald Parcel of the Project, any reference in paragraph 1.5 of the Consent Agreement, or in any exhibit thereto, including without limitation, Exhibits D and E to the Consent Agreement, "The Wildlife Management and Enhancement Plan," shall mean and refer to The Preserve Home Owners Association ("HOA") The creation and operation of a separate wildlife preserve foundation shall not be required. Instead, the HOA shall perform any and all functions that were previously required of the Red Hawk Wildlife Preserve Foundation and the Wildfire Prevention Plan in the Consent Agreement and its attachments with respect to the MacDonald Parcel of the Project.

6. Dedication of Open Space. Paragraph 3.3 of the Consent Agreement is amended and modified such that Developer agrees to preserve as open space the land in the MacDonald Parcel of the Project outside of areas where construction of houses, guest houses, caretaker cottages, barns, or other structures are permitted, based on the restrictions placed on the location and construction of such structures in the plats attached hereto as Exhibit "3," and subject to the restrictions of the CC&Rs of the MacDonald Parcel. A conservation easement will not be required or granted, but the open space will be protected pursuant to CC&Rs and plat restrictions as set forth above. Certain public trail easements reflected on the Plats attached as Exhibit 3 will be dedicated to the Snyderville Basin Recreation District, as reflected in Section 10.g hereof.

7. Transfer of Project. Paragraph 4.2 of the Consent Agreement is amended and modified to reflect that the County has approved and does hereby acknowledge various transfers of portions of the property within the Project. These transfers include the transfer of the Nielsen Parcel of the Project to Nielson Red Hawk, L.L.C., (also referred to as the "Ridges at Red Hawk Parcel") and a portion of the Project to MacDonald Utah Holdings, L.L.C., (the MacDonald Parcel of the Project) as a result of an arbitration proceeding partition which occurred on or about March 27, 2000. Also included are three lots in the Project located within the MacDonald Parcel, that have been transferred to GrayHawk/DMB Park City, L.L.C. All other aspects of paragraph 4.2, not inconsistent with this addition remain valid, binding and enforceable.

8. Duration. Paragraph 5.4 of the Consent Agreement is amended and modified to reflect that the Developer and the County have by mutual agreement extended the term of the Consent Agreement for five (5) years, through April 21, 2007.

9. Notices. Paragraph 5.11 of the Consent Agreement is amended and modified so that notice to the owner of the MacDonald Portion of the Project shall be given as follows:

To:

MacDonald Utah Holdings, L.L.C.  
c/o Kirkpatrick MacDonald  
MacDonald & Cie  
114 West 78th Street  
New York City, NY 10024

With copies to:

Jim Layendar  
Cedar Jordan  
Heil Construction, Inc.  
2 S Main St. #2A  
Heber City, UT 84032-1800

and

Kevin Egan Anderson, Esq.  
PARRY ANDERSON &  
GARDINER  
60 E. South Temple, Suite 1270  
Salt Lake City, UT 84111

10. Schedule 1. Specific Design Conditions.

To the extent the Specific Design Conditions set forth in Schedule 1 of the Consent Agreement relate to the MacDonald Parcel of the Project, they shall be amended as follows:

a. General Amendment Re: Foundation. The Specific Design Conditions set forth in Schedule 1 to the Consent Agreement are amended as to the MacDonald Parcel of the Project so that any reference to the Red Hawk Wildlife Preserve Foundation or its Board of Trustees shall mean and refer to the HOA.

b. Paragraph IV.A. Building Activity Envelope Size. The reference in IV.A of the Specific Design Conditions of Schedule 1 to the Consent Agreement shall be amended as to the MacDonald Parcel of the Project so that the reference to the 50,000 square foot Development Activity Envelope shall be reduced to a 30,000 square foot development envelope and the reference to the Director shall be amended and modified to mean the Director of the Summit County Planning Department.

c. Paragraph IV.B.2.a.(6). Outbuildings. Paragraph IV.B.2.a.(6) of the Specific Design Conditions of Schedule 1 to the Consent Agreement shall be amended and modified as to the MacDonald Parcel of the Project to reflect that no barn may include human living quarters, including any plumbing, fixtures or other appurtenances that could make the barn or any portion thereof suitable for human occupancy. Barns may be constructed only on those lots that are authorized for the construction of a barn as set forth in the plats attached hereto as Exhibit "3," and subject to the restrictions and specifications

with respect to the construction of a barn on any lots where the construction of a barn is permitted as reflected in the plats. A minor permit (low impact/administrative) issued by the County will be required to locate a barn and related improvements as set forth in subparagraph (f) of this section.

d. Paragraph IV.B.2.a.(7). Equestrian Center. Paragraph IV.B.2.a.(7) of the Specific Design Conditions of Schedule 1 to the Consent Agreement as it relates to the MacDonald Parcel of the Project is amended and modified in its entirety to read as follows:

“An equestrian center, subject to the HOA approval, and further subject to the restrictions and specifications governing the equestrian center set forth in the plats attached hereto as Exhibit “3.” A minor permit (low impact/administrative) issued by the County will be required with respect to the location of the Equestrian Center buildings and improvements within the area reflected in the plat attached as Exhibit 3.

e. Paragraph IV.B.4. Development Activity Envelopes. Paragraph IV.B.4 of the Specific Design Conditions of Schedule 1 to the Consent Agreement as it relates to the MacDonald Parcel of the Project is amended and modified in its entirety to read as follows:

“Within each Development Activity Envelope, an owner may construct one primary residence for a single-family dwelling, and such other structures and outbuildings as may be permitted on the plats attached as Exhibit “3,” for that particular lot, subject to the restrictions and specifications set forth in said plats for the construction of any houses and buildings on such lot.”

f. Paragraph IV. Structures Permitted Within Development Activity Envelopes. Paragraph IV of the Specific Design Conditions of Schedule 1 of the Consent Agreement as it relates to the MacDonald Parcel of the Project shall be modified and

amended in its entirety to read as follows: "To the extent permitted under the plats attached hereto as Exhibit "3," and the CC&Rs, within each Development Activity Envelope a lot owner may construct a primary residence and such other guest house, or caretaker's cottage, and within the lot a barn (all of which must remain under the common ownership of the lot owner, with no subdivision permitted) to the extent permitted in the CC&Rs and on the plats, for such lot, and subject to the restrictions and specifications in the plats and CC&Rs. A minor permit (low impact/administrative) issued by the County will be required to locate a barn and related improvements to the extent permitted by the plats attached hereto as Exhibit "3", and to authorize its construction if permitted by such plats.

g. Paragraph VI.H. Project Trail System. Paragraph VI.H of the Specific Design Conditions Schedule 1 to the Consent Agreement shall be amended and modified to include the following additional sentence at the conclusion of the first paragraph of that section: "Portions of the trail system will be public and portions of the trail system will be private, as reflected and identified on the plats attached hereto as Exhibit "3". Easements for the public portion of the trail system will be dedicated to the Snyderville Basin Recreation District,

h. Section VII.2. Road Layout. Paragraph VII.2 of the Specific Design Conditions of Schedule 1 to the Consent Agreement is amended and modified so that the reference to the road layout is that road layout designated in the plats attached hereto as Exhibit "3", and not Exhibit "B" to the Consent Agreement. The road layout designated in the plats attached hereto as Exhibit "3" is hereby approved.

i. Section VII.3. Ingress/Egress. Paragraph VII.3 of the Specific Design Conditions of Schedule 1 to the Consent Agreement shall be revised in its entirety to read as follows: “The MacDonald Parcel of the Project shall provide a minimum of two points of ingress and egress. These points of ingress and egress are as identified and designated in the plats attached hereto as Exhibit “3”. The secondary access as set forth in said plats shall be provided before any certificate of occupancy will be issued by the County for a structure in any such phase of the Project. The secondary access road shall include such all weather surface and design consistent with the provisions of the Consent Agreement, as amended and modified by this Amendment. Developer will permit one point of secondary access over and across the MacDonald Parcel of the Project for lot owners in The Ridges at Red Hawk Parcel. However, such access will be limited to residential and emergency vehicle traffic and shall exclude construction traffic and construction vehicles, except those which Developer, in its sole discretion may permit. Initially this one point of secondary access to the Bitner Ranch Road shall be across the Red Fox Road referenced in the Plat on Exhibit 3 (the “Lower Road”). Developer shall have the right at its election to relocate such secondary access route to an upper road reflected in the plat attached as Exhibit 3 (the “Upper Road”), upon the completion of the construction of the Upper Road. This obligation to provide such secondary access is subject to the Developer and lot owners in the MacDonald Parcel of the Project being allowed secondary access over and across the Nielsen Parcel of the Project along the road reflected in Exhibit B to the original Consent Agreement. The Developer will participate with the surrounding property owners to improve and maintain the Old Bitner Road, pursuant to mutual written agreement, which provides access to the MacDonald Parcel of the Project.”



j. Paragraph VII.C. Water System. Paragraph VII.C, and subparts 1 and 2 of the Specific Design Conditions of Schedule 1 to the Consent Agreement are eliminated as to the MacDonald Parcel of the Project because the water system will installed by the Developer and upon inspection and approval by Mountain Regional Water Special Service District will be transferred to and assumed by Mountain Regional Water Special Service District, which will undertake all duties and responsibilities with respect to sourcing and transporting water of sufficient quality and quantity to satisfy the requirements of Summit County. Paragraph VII.C.3 of the Consent Agreement shall be replaced in its entirety with the following language: “All housing structures and barns will be required to have an interior fire protection sprinkling system and a fire hydrant within 200 feet of such structures. Subparagraph 4 of VII.C, concerning the burial of water lines at a minimum of six (6) feet deep shall remain unmodified.

11. Amendment of the Wildlife Management and Enhancement Plan. The Red Hawk Wildlife Preserve Wildlife Management and Enhancement Plan, attached to the Consent Agreement as Exhibit “D” shall be amended and modified so that any reference to the Red Hawk Wildlife Preserve Foundation shall be replaced by the HOA, as to any property within the MacDonald Parcel of the Project.

12. Amendment of the CC&Rs. The CC&Rs attached to the Consent Agreement as Tab F shall be amended and modified consistent with this Amendment. The CC&Rs may be amended and modified without additional County approval.

13. Amendment of the Development Guidelines. The Development Guidelines attached as Tab “G” to the Consent Agreement shall also be amended and modified consistent with this Amendment. The Development Guidelines are not a part of the Consent Agreement, and

County approval is not required for amendments and modifications thereto, with the exception of those design guidelines attached hereto as Exhibit "4". Those design guidelines may be revised only with administrative approval of the Planning Director of Summit County, or the Board of Summit County Commissioners, if administrative approval is denied by the Planning Director.

Exhibit 4 includes individual site plans for each lot, showing the Development Activity Envelope and, where applicable, equestrian pastures. The site plans include coordinates for the aforementioned items.

14. Change in Homeowners Association. As a result of the arbitration partition of the Project into the MacDonald Parcel of the Project and the Nielsen Parcel of the Project the Homeowners Association for the Red Hawk Wildlife Preserve Development, (referred to in the Consent Agreement as the Project), shall be dissolved and separate Homeowners Associations shall be created for the MacDonald Parcel of the Project, (referred herein as the "HOA"), and the Nielsen Parcel of the Project. Any reference to the Homeowners Association in the original Consent Agreement shall hereafter mean and refer to the Homeowners Associations for the Nielsen Parcel of the Project (the Ridges at Red Hawk) for any lots or property located therein, and the HOA for the MacDonald Parcel of the Project (the Preserve) for any lots or property located therein.

15. Ongoing Validity of Other Provisions of the Consent Agreement. Except as expressly modified by this Amendment, or to the extent inconsistent with any amendment or modification made by this Amendment, all other terms and provisions of the Consent Agreement shall remain in full force and effect.

Amendments Limited to the MacDonald Parcel. Any amendments to the Consent Agreement effected hereby are limited to the MacDonald Parcel of the Project.

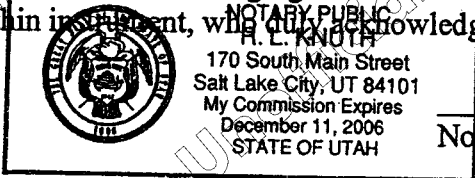
Agreed to this 29<sup>th</sup> day of July, 2003.

MacDONALD UTAH HOLDINGS, L.L.C., as  
SUCCESSOR-IN-INTEREST TO RED HAWK  
DEVELOPMENT, L.L.C., with respect to  
MacDonald Parcel of the Project,

By: [Signature]  
Its: Managing Member

STATE OF UTAH )  
COUNTY OF Salt Lake )

On this 29th day of October, 2003, personally appeared before me Kirkpatrick  
MacDonald, the Managing Member of MacDonald Utah Holdings, L.L.C., the signer of the  
within instrument, who duly acknowledged to me that he/she executed the same.



[Signature]  
Notary Public

My commission expires:

SUMMIT COUNTY BOARD OF COMMISSIONERS

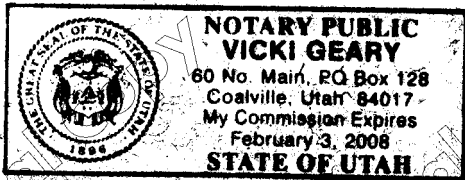
By: Shauna L. Geary  
Its: Chairman

STATE OF UTAH )  
COUNTY OF Summit )

On this 7 day of Aug, 2007, personally appeared before me Shauna L. Geary, the Chairman of the Summit County Board of Commissioners, the signer of the within instrument, who duly acknowledged to me that he/she executed the same.

Vicki Geary  
Notary Public

My commission expires 2/3/2008



Approved as to form  
Summit County Attorney  
By: [Signature]

EXHIBIT 1

RED HAWK WILDLIFE PRESERVE  
CONSENT AGREEMENT

Unofficial Copy

**WHEN RECORDED RETURN TO:**

**Summit County Clerk  
Summit County Courthouse  
Coalville, Utah 84017**

**CONSENT AGREEMENT  
FOR THE  
RED HAWK WILDLIFE PRESERVE PROJECT  
SNYDERVILLE BASIN, SUMMIT COUNTY, UTAH**

This Consent Agreement is entered into this 1st day of May, 1997, by and between Redhawk Development L.L.C., a Utah Limited Liability Company (hereinafter referred to as "Developer"), the developer of the real property consisting of the Red Hawk Wildlife Preserve development project, as described in Exhibit A, which is attached hereto and incorporated herein by this reference (hereinafter referred to as "the Project"), and Summit County, a political subdivision of the State of Utah, by and through its Board of County Commissioners ("the County").

**RECITALS:**

A. The Project involves initial development of 116 single family residential units on a parcel of real property currently consisting of approximately 2,299 acres located in Summit County, Utah, and potential future development of single family residential units on real property contiguous to the Project, at the option of Developer so long as the future development consists of the same density (one lot per approximately 20 acres) and is subject to design conditions as the current residential units. A portion of the Project previously was part of what has been known as the Jeremy Ranch Development.

B. There is a dispute between the County and the Developer whether development of at least 1,261 acres of the Project is exempt from the application of the standards of Summit County Ordinance 201 and 202, Temporary Zoning Regulation Ordinances (the "TRZO"), County Ordinance 204, Snyderville Basin Development Code (the "Code"), and the various subsequent amendments made to the Code.

C. Developer has various vested rights claims pending with the County which are inconsistent with current County land use planning and, if successful, would result in high density development in an area where the County desires low density development and preservation of open space values.

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D. In August 1995, the County acknowledged the existence of nine lots of record within Section 7 of the Project. Each lot of record is eligible for development of a single family dwelling, provided certain requirements for building permits under the Development Code were met.

E. In January 1997, the County acknowledged the existence of eleven lots of record within Section 6 of the Project. Each lot of record is eligible for development of a single family dwelling, provided certain requirements for building permits under the Development Code were met.

F. It is in the best interests of the County to master plan the Project property to prevent piecemeal development and to ensure low density development consistent with current County land use planning values.

G. Developer is willing to modify the design and density of the Project and agree to certain other considerations to address various Summit County issues and policies.

H. Without conceding or waiving their respective positions, the parties seek to settle their disputes pursuant to Chapter 14 of the Snyderville Basin Administrative Guidelines, Resolution 93-1 (the "Administrative Guidelines") which provides for a vested rights determination and approval of a Consent Agreement.

I. The County, acting pursuant to its authority under Utah Code Annotated § 17-27-101, et seq., and its authority under Section 14.1 of the Administrative Guidelines, has made certain determinations with respect to the proposed Project, and, in the exercise of its legislative discretion, has elected to process the Project pursuant to its Administrative Guidelines and the Code, resulting in the negotiation, consideration and approval of this Consent Agreement after all necessary public hearings. Due process was afforded to all those who appeared at the public hearings.

**NOW, THEREFORE, SUMMIT COUNTY AND DEVELOPER HEREBY AGREE AS FOLLOWS:**

**1 THE PROJECT.**

1.1 Description of Project. The Project initially covered by this Consent Agreement is located on approximately 2,299 acres consisting of real property located in Summit County, Utah, together with the contiguous real property included in Exhibit "A" hereto, on which Developer proposes the development of single family residential units together with certain amenities as more fully set forth herein, to be constructed in multiple phases.

1.2 Legal Description of the Project. The legal description of the real property covered by the Project, including the potential contiguous real property, is attached hereto as Exhibit A and



incorporated into this Consent Agreement by this reference. No property may be added to the legal description for purposes of this Consent Agreement, except by written amendment

1.3 Approved Use, Density and Configuration This Consent Agreement shall vest with respect to the Project the use, density and configuration reflected on Exhibit B and as more fully set forth herein. While Exhibit B provides for 119 lots, Developer shall redesign future plats to reduce the number from 119 to 116 lots. Developer may construct an equestrian center on Lot 78. The equestrian center would include a stable area and other amenities generally associated with such centers. ~~Use and design standards, including site design, building design, landscaping, parking, lighting, screening and signage, shall be submitted to the Director for approval. A minor permit (administrative) issued by the County shall be required to locate the equestrian center and related improvements, and to authorize its construction.~~

1.4 Specific Design Conditions The development and construction of this Project must be consistent with those design conditions set forth in Schedule 1 to this Consent Agreement, which Schedule is incorporated in this Consent Agreement by this reference, and with those design conditions set forth in the proposed Rural Development Guidelines for the Snyderville Basin Planning District, which Guidelines are attached hereto as Exhibit C and incorporated herein by this reference. In the event there is any ambiguity or conflict between the Exhibits and design conditions in Schedule 1 and other provisions of the Rural Design Guidelines or this Consent Agreement, the more specific provisions of the design conditions in Schedule 1 shall take precedence.

1.5 Red Hawk Wildlife Management and Enhancement Plan The development and construction of this Project must be consistent with the terms of the Red Hawk Wildlife Management and Enhancement Plan (the "Wildlife Plan"), which is attached hereto as Exhibit D and incorporated herein by this reference. The Wildlife Plan may be amended, as necessary, by action of the Red Hawk Wildlife Preserve Foundation, upon the recommendation and approval of the Foundation's wildlife consultants, and as approved by the County, which approval shall not be unreasonably withheld. Provided, however, that the amendment shall be in the best interest of the wildlife that inhabit the Project area.

1.6 Red Hawk Wildfire Prevention Plan The development and construction of this Project must be consistent with the terms of the Red Hawk Wildfire Plan (the "Wildfire Plan"), which is attached hereto as Exhibit E and incorporated herein by this reference. The Wildfire Plan may be amended, as necessary, by action of the Red Hawk Wildlife Preserve Foundation, with approval of any such amendments by the Park City Fire Service District, which

approval shall not be unreasonably withheld. Provided, however, that the amendment shall be in the best interest of the public in providing fire fighting services in the Project area.

2 SUMMARY OF COUNTY DETERMINATION RELATING TO THE PROJECT.

2.1 County Determinations Relating to the Project.

2.1.1 Plan Approval. The Project has received a recommendation for approval of a Consent Agreement by action of the Summit County Planning Commission taken on March 25, 1997. The Board of County Commissioners has approved the Project under the Consent Agreement procedures set forth in § 14.2.6 et seq. of the Administrative Guidelines on the terms and conditions set forth in this Consent Agreement.

2.1.2 Exemption from County Ordinances. The Board of County Commissioners has determined, in the exercise of their legislative authority, that the Project is exempt from the application of Ordinances 204-207 solely to the extent that such a finding may be a condition precedent to approval of this Consent Agreement.

2.1.3 Consistency with General Plan Update. The density reflected on Exhibit B hereto and approved hereunder is generally consistent with the draft 1997 Snyderville Basin General Plan Update.

2.2 Vested Rights and Reserved Legislative Powers.

2.2.1 Vested Rights. Subject to Paragraph 2.2.2, Developer shall have the vested right to have preliminary and final subdivision plats approved, and to develop and construct the Project in accordance with the uses, density, timing and configuration of development as vested in Paragraph 1.3 under the terms and conditions of this Consent Agreement. Developer acknowledges that the provisions of this Consent Agreement, including 2.1.2, contemplate that the rights vested in the Project are exempt from the application of Ordinances 204-207 and to subsequently enacted ordinances only to the extent that such exemption is a condition precedent to grant of said vested rights; and, that all other provisions of Ordinance 204 and the relevant laws shall apply, including, but not limited to, the processing requirements (e.g. procedures for the approval of preliminary and final subdivision plats) and fees (as established by Resolution 93-1).

2.2.2 Reserved Legislative Powers.

2.2.2.1 Future Changes of Laws and Plans: Compelling, Countervailing Public Interest. Nothing in this Agreement shall limit the future exercise of the police power of the County in enacting

zoning, subdivision, development, growth management, platting, environmental, open space, transportation and other land use plans, policies, ordinances and regulations after the date of this Agreement. Notwithstanding the retained power of the County to enact such legislation under the police power, such legislation shall only be applied to modify the vested rights described in Paragraph 2.2.1 and other provisions of this Consent Agreement based upon policies, facts and circumstances meeting the compelling, countervailing public interest exception to the vested rights doctrine in the state of Utah. Any such proposed change affecting the vested rights of the Project shall be of general application to all development activity in the Snyderville Basin; and, unless the County declares an emergency, Developer shall be entitled to prior written notice and an opportunity to be heard with respect to the proposed change and its applicability to the Project under the compelling, countervailing public policy exception to the vested rights doctrine.

### 2.3 Fees.

2.3.1 Vested Rights Application Fees. Pursuant to the provisions of 4.9 and 14.1.3 of the Administrative Guidelines, Developer agrees to pay the sum of \$11,600 (\$100 per approved lot) prior to final approval of the Consent Agreement by the Board of County Commissioners. Prior to approval of any additional lots hereunder, Developer shall pay \$100 per approved lot. At such time as any plat hereunder is submitted for final County approval, Developer shall pay \$185 per lot receiving final approval under such plat. Developer shall receive such credits or adjustments toward fees that may have been paid previously toward County approval of the Project, as approved by the Director. The County may charge such standard planning and engineering review fees as are generally applicable at the time of application, pursuant to the provisions of Resolution 93-1 as amended or other applicable statutes, ordinances, resolutions or administrative guidelines. The County may charge other fees that are generally applicable, including, but not limited to, standard building permit review fees for improvements to be constructed on improved lots.

2.3.2 Future Impact Fees. The Project shall be subject to all impact fees which are (1) imposed at time of issuance of building permits, and (2) generally applicable to other property in the Snyderville Basin, and Developer waives its position with respect to any vested rights to the imposition of such fees, but shall be entitled to similar treatment afforded any other vested projects if an impact fees ordinance makes any such distinction or any other vested project is afforded different treatment pursuant to decision of the Courts of the State of Utah. If fees are properly imposed under the preceding tests, the fees shall be payable in accordance with the payment requirements of the particular impact fee ordinance and implementing resolution. Notwithstanding the agreement of the Developer to subject the Project to impact fees under the above-stated conditions, Developer does not hereby waive its right under any applicable law to challenge the reasonableness of the amount of the fees within thirty (30) days following imposition of the fees on the Project.

3 PHASING AND TIMING OF SUBDIVISION DEVELOPMENT AND CONSTRUCTION OF INFRASTRUCTURE.

3.1 Phases and Timing. Exhibit B depicts each phase of the 2,299 acres of the Project to be developed at this time. Developer may proceed by platting and constructing one phase at a time, or portions of a phase, with each phase or portion providing a logical extension of the road system through the Project; provided, however, that adequate public facilities exist to serve each varied phase or portion thereof. In any case, all roads within the Project, including the road linking Jeremy Ranch to the Project, shall be for private use only, and shall not be subject to public maintenance. At such time as Developer may elect to develop the contiguous property described in Exhibit "A" hereto, Developer shall submit to the County a new site plan for review by the Director and the County Planning staff. The phase or phases of the contiguous property shall follow the same approval process as the phases shown in Exhibit "B" hereto. At such time as a plat receives final approval by the County, any existing lots of record within the approved plat shall be null and void.

3.2 Construction of Infrastructure Improvements. Developer shall construct improvements in accordance with the engineering requirements of the County, any applicable Special Service District or County Service Area, or recommended rural development guidelines of the Director of Community Development, and the Code, as modified by any applicable terms of this Consent Agreement.

3.3 Dedication of Open Space. As integral consideration for this Consent Agreement, Developer agrees to preserve and maintain the Project land outside of individual building envelopes as open space subject to the restrictions of the CC&R's of the Project and/or subject to a conservation easement granted by Developer in perpetuity to an appropriate agency or entity approved by the Board of County Commissioners of Summit County.

3.4 Utility Capacity Verification. The parties shall verify the availability of the following for the portion of the Project subject to final plat or site plan approval at the time of each application for final plat or site plan approval within the Project: (a) sewage treatment capacity to cover anticipated development within the site plan or plat, if the Project will be served by sewer; (b) water quality and water pressure adequate for residential consumption and fire flows; (c) capacity for electrical and telephone service; and (d) road design and capacity. Developer has acknowledged to the County that it has 259 acre-feet of water available for supplying the needs of the lot owners within the Project.

Developer shall, upon approval of this Consent Agreement, commence an analysis related to the creation of a "community water system" for the Project. Developer will work with

adjacent property owners in determining the feasibility of this type of water system. Developer shall provide information related to the viability of a community water system for the Project to Summit County prior to the issuance of any building permits in Plats B, C, or D of the Project.

#### 4 SUCCESSORS AND ASSIGNS.

4.1 Binding Effect. This Consent Agreement shall be binding on the successors and assigns of Developer in the ownership or development of any portion of the Project. ~~Notwithstanding the foregoing, a purchaser of the Project or any portion thereof shall be responsible for performance of Developer's obligations hereunder as to the portion of the Project so transferred in accordance with the provisions of Section 4.3 hereof.~~

4.2 Transfer of Project. Developer shall be entitled to transfer any portion of this Project subject to the terms of this Consent Agreement upon written notice to and written consent of the County, which consent shall not be unreasonably withheld. Notwithstanding the foregoing, Developer shall not be required to notify the County or obtain the County's consent with regard to the sale of lots in single family residential subdivisions which have been platted and approved in accordance with the terms of this Agreement.

4.3 Release of Developer. Except for the sale of lots in single family residential subdivisions which have been platted and approved in accordance with the terms of this Agreement, in which case this requirement shall not apply, in the event of a transfer of all or a portion of the Project, Developer shall obtain an assumption by the transferee of Developer's obligations under this Agreement, and, in such event, the transferee shall be fully substituted as the Developer under this Agreement as to the parcel so transferred, and Developer executing this Agreement shall be released from any further obligations with respect to this Consent Agreement as to the parcel so transferred.

#### 5 GENERAL TERMS AND CONDITIONS.

5.1 Agreements to Run with the Land. This Agreement shall be recorded against the Project's 2,299 acres described in Exhibit A hereto and the lots shown on Exhibit B hereto. The agreements contained herein shall be deemed to run with the land and shall be binding on all successors in the ownership of the Project property and subsequent lots.

5.2 Construction of Agreement. This Agreement should be construed so as to effectuate the public purpose of settlement of disputes, while protecting any compelling, countervailing public interest.

5.3 Laws of General Applicability. Where this Agreement refers to laws of general applicability to the Project and other properties, this Agreement shall be deemed to refer to other developed and subdivided properties in the Snyderville Basin of Summit County.

5.4 Duration. The term of this Agreement shall commence on, and the effective date of this Agreement shall be, the effective date of the Ordinance approving this Agreement. The Term of this Agreement shall extend for a period of five (5) years following the effective date with an option on the part of Developer or the County to extend this Consent Agreement for an additional five years if the terms of the Consent Agreement have been substantially complied with unless the Agreement is earlier terminated, or its term modified by written amendment to this Agreement.

5.5 Mutual Releases. At the time of, and subject to, (i) the expiration of any applicable appeal period with respect to the approval of this Agreement without an appeal having been filed or (ii) the final determination of any court upholding this Agreement, whichever occurs later, and excepting the parties' respective rights and obligations under this Agreement, Developer, on behalf of itself and Developer's partners, officers, directors, employees, agents, attorneys and consultants, hereby releases the County and the County's board members, officials, employees, agents, attorneys and consultants, and the County, on behalf of itself and the County's board members, officials, employees, agents, attorneys and consultants, hereby releases Developer and Developer's partners, officers, directors, employees, agents, attorneys and consultants, from and against any and all claims, demands, liabilities, costs, expenses of whatever nature, whether known or unknown, and whether liquidated or contingent, arising on or before the date of this Agreement in connection with the application, processing or approval of the Project, including, but not limited to, the claims set forth in the lawsuit styled Westside Canadian Properties Company v. Summit County et al., Case No. 95-03-00005 PR, Third Judicial District Court in and for Summit County, State of Utah, filed January 6, 1995 (the "Lawsuit"), and any Notices of Claim and correspondence previously submitted to and filed with the County on behalf of Developer referring and relating to various issues arising out of the approval process for the Project.

5.6 State and Federal Law. The parties agree, intend and understand that the obligations imposed by this Agreement are only such as are consistent with state and federal law. The parties further agree that if any provision of this Agreement becomes, in its performance, inconsistent with state or federal law or is declared invalid, this Agreement shall be deemed

amended to the extent necessary to make it consistent with state or federal law, as the case may be, and the balance of the Agreement shall remain in full force and effect.

5.7 **Enforcement.** The parties to this Agreement recognize that the County has the right to enforce its rules, policies, regulations, ordinances, and the terms of this Agreement by seeking an injunction to compel compliance. In the event that Developer or any user on the subject property violates the rules, policies, regulations or ordinances of the County or violates the terms of this Agreement, the County may, without electing to seek an injunction and after fifteen (15) days written notice to correct the violation (or such longer period as may be established in the discretion of the Board of County Commissioners or a court of competent jurisdiction if Developer has used its reasonable best efforts to cure such violation within such fifteen (15) days and is continuing to use its reasonable best efforts to cure such violation), take such actions as shall be deemed appropriate under law until such conditions have been honored by the Developer. The County shall be free from any liability arising out of the exercise of its rights under this paragraph.

5.8 **No Waiver.** Failure of a party hereto to exercise any right hereunder shall not be deemed a waiver of any such right and shall not affect the right of such party to exercise at some future time said right or any other right it may have hereunder. Unless this Agreement is amended by vote of the Board of County Commissioners taken with the same formality as the vote approving this agreement, no officer, official or agent of the County has the power to amend, modify or alter this Agreement or waive any of its conditions as to bind the County by making any promise or representation not contained herein.

5.9 **Entire Agreement.** This Agreement constitutes the entire agreement between the parties and supersedes all prior agreements, whether oral or written, covering the same subject matter. This Agreement may not be modified or amended except in writing mutually agreed to and accepted by both parties to this Agreement.

5.10 **Attorneys' Fees.** Should any party hereto employ an attorney for the purpose of enforcing this Agreement, or any judgment based on this Agreement, for any reason or in any legal proceeding whatsoever, including insolvency, bankruptcy, arbitration, declaratory relief or other litigation, including appeals or rehearings, and whether or not an action has actually commenced, the prevailing party shall be entitled to receive from the other party thereto reimbursement for all attorneys' fees and all costs and expenses. Should any judgment or final order be issued in that proceeding, said reimbursement shall be specified therein.

5.11 **Notices.** All notices hereunder shall be given in writing by certified mail, postage prepaid, at the following addresses:

**To the County:**

The Board of County Commissioners  
of Summit County  
Summit County Courthouse  
P. O. Box 128  
Coalville, UT 84017

Director of Community Development  
Summit County  
P. O. Box 128  
Coalville, UT 84017

David L. Thomas  
Deputy County Attorney  
Summit County  
P.O. Box 128  
Coalville, UT 84017

**With copies to:**

Jody K. Burnett  
Williams & Hunt  
257 E. 200 South #500  
Salt Lake City, UT 84111

**To the Developer:**

Redhawk Development, L.L.C.  
C. Michael Nielsen  
2677 E. Parleys Way  
Salt Lake City, UT 84109

**With copies to:**

David L. Gillette, Esq.  
Redhawk Development, L.L.C.  
2677 E. Parleys Way  
Salt Lake City, UT 84109

5.12 **Applicable Law.** This Agreement is entered into under and pursuant to, and is to be construed and enforceable in accordance with, the laws of the State of Utah.

5.13 **Execution of Agreement.** This Agreement may be executed in multiple parts as originals or by facsimile copies of executed originals; provided, however, if executed and evidence of execution is made by facsimile copy, then an original shall be provided to the other party within seven (7) days of receipt of said facsimile copy.

5.14 **Hold Harmless.**

5.14.1 **Agreement of Developer.** Developer agrees to and shall hold County, its officers, agents, employees, consultants, special counsel and representatives harmless from liability: (1) for damages, just compensation, restitution, judicial or equitable relief arising out of claims for personal injury, including health, and claims for property damage which may arise from the



direct or indirect operations of the Developer or its contractors, subcontractors, agents, employees or other persons acting on its behalf which relates to the Project; and (2) from any claim that damages, just compensation, restitution, judicial or equitable relief is due by reason of the terms of or effects arising from this Agreement. This hold harmless agreement applies to all claims for damages, just compensation, restitution, judicial or equitable relief suffered or alleged to have been suffered by reason of the events referred to in this paragraph or due by reason of the terms of, or effects, arising from this Agreement regardless of whether or not the County prepared, supplied or approved this Agreement, plans or specifications, or both, for the Project. The Developer further agrees to indemnify, hold harmless, and pay all costs for the defense of the County, including fees and costs for special counsel to be selected by the County, regarding any action by a third party challenging the validity of this Consent Agreement or asserting that damages, just compensation, restitution, judicial or equitable relief is warranted by reason of the terms of, or effects arising from this Consent Agreement. County may make all reasonable decisions with respect to its representation in any legal proceeding.

5.14.2 Exceptions to Hold Harmless. The agreements of Developer in Paragraph 5.14.1 shall not be applicable to any claim arising by reason of the negligence or intentional actions of the County.

5.14.3 Hold Harmless Procedures. The County shall give written notice of any claim, demand, action or proceeding which is the subject of the Developer's hold harmless agreement as soon as practicable but not later than ten (10) days after the assertion or commencement of the claim, demand, action or proceeding. Each party agrees to cooperate with the other in the defense of any claim and to minimize duplicative costs and expenses.

5.15 Relationship of Parties. The contractual relationship between the County and Developer arising out of this Agreement is one of independent contractor and not agency. This Agreement does not create any third party beneficiary rights. It is specifically understood by the parties that: (a) the Project is a private development; (b) the County has no interest in or responsibilities for or duty to third parties concerning any improvements to the Project unless the County accepts the improvements pursuant to the provisions of this Agreement or in connection with subdivision map approval; and (c) Developer shall have the full power and exclusive control of the Project subject to the obligations of the Developer set forth in this Agreement.

5.16 Compliance with County Ordinances and Administrative Guidelines. The County has reviewed the provisions of Section 4.14 of the Code (Ordinance No. 204, as amended), Ordinance No. 205 (Land Use Element), Ordinance No. 206 (Transportation and Circulation Element), Ordinance No. 207 (Environmental and Open Space Element) and § 14.1 et seq. of Resolution No. 93-1 (Administrative Guidelines) and has determined that the Developer

has substantially complied with the provisions thereof and hereby finds that the Project is consistent with the purpose and intent of the relevant provisions of the Code and the General Plan. The parties further agree that the omission of a limitation or restriction herein shall not relieve the Developer of the necessity of complying with all applicable County law not in conflict with the provisions of this Consent Agreement, along with all applicable State and Federal laws.

**5.17 Annual Review.** The County shall review progress pursuant to this Agreement at least once every twelve (12) months to determine if there has been demonstrated compliance with the terms hereof. If the County finds, on the basis of substantial competent evidence, that there has been a failure to comply with the terms hereof, this Agreement may be revoked or modified by the County in accordance with the provisions of §§ 5.18 and 5.19 hereof, after a public hearing which has been noticed by publication, and for which notice has been expressly provided to Developer. The County's failure to review at least annually Developer's compliance with the terms and conditions of this Agreement shall not constitute or be asserted by any party as a breach of this Agreement by Developer or County. Further, such failure shall not constitute a waiver of the County's right to revoke or modify said agreement according to the terms and conditions set forth herein.

**5.18 Default.**

**5.18.1 Events of Default.** Developer is in default under this Agreement upon the happening of one or more of the following events or conditions.

- (1) If a warranty, representation or statement made or furnished by Developer in this Agreement, including any attachments hereto, to the County is false or proves to have been false in any material respect when it was made.
- (2) A finding and determination made by the County following a periodic review under Paragraph 5.17 that upon the basis of substantial evidence the Developer has not complied in good faith with one or more of the material terms or conditions of this Agreement.
- (3) Any other event, condition, act or omission which materially interferes with the intent and objectives of this Agreement.

**5.19 Procedure Upon Default.**

- (1) Within thirty (30) days after the occurrence of default, the County shall give the Developer (the "defaulting party") written notice specifying the nature of the alleged

default and, when appropriate, the manner in which the default must be satisfactorily cured. The Developer shall have thirty (30) days after receipt of notice to cure the default. After proper notice and expiration of the thirty (30) day cure period without cure, the County may terminate or amend this Agreement by giving written notice in accordance with the procedure adopted by the County. Notwithstanding the thirty-day cure period provided above, in the event more than thirty days is reasonably required to cure a default and the Developer, within the thirty-day cure period, commences actions reasonably designed to cure the default, then the cure period shall be extended for such additional period as the Developer is prosecuting those actions diligently to completion. Failure or delay in giving notice of default shall not constitute a waiver of any default, nor shall it change the time of default.

- (2) The County does not waive any claim of defect in performance by the Developer, if on periodic review the County does not propose to modify or terminate this Agreement.
- (3) Any default or inability to cure a default caused by strikes, lockouts, labor disputes, acts of God, inability to obtain labor or materials or reasonable substitutes therefor, governmental restrictions, governmental regulations, governmental controls, enemy or hostile governmental action, civil commotion, fire or other casualty, and other similar causes beyond the reasonable control of the party obligated to perform, shall excuse the performance by such party for a period equal to the period during which any such event prevented, delayed or stopped any required performance or effort to cure a default.
- (4) An express repudiation, refusal or renunciation of the contract, if the same is in writing and signed by the Developer, shall be sufficient to terminate this Agreement and a hearing on the matter shall not be required.
- (5) Adoption of a law or other governmental activity making performance by the applicant unprofitable or more difficult or more expensive does not excuse the performance of the obligation by the Developers.
- (6) All other remedies at law or in equity which are not consistent with the provisions of this Agreement or are available to the parties to pursue in the event there is a breach.

**5.19.1 Damages Upon Termination.** Except as provided in this Agreement with respect to just compensation under Paragraphs 2.3 and 5.10, neither party shall be entitled to any damages against the other party based on any theory for an alleged breach of contract as a result of the termination of this Consent Agreement; provided, however, that nothing herein shall be construed nor operate as a release, waiver, discharge, relinquishment or other limitation of

DEVELOPER:

RED HAWK DEVELOPMENT, L.L.C.

RED HAWK MANAGEMENT, L.L.C.

By: David L. Gillette

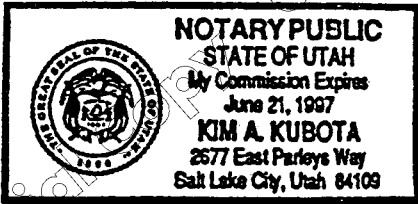
Its: Manager of Managers

STATE OF UTAH }

:ss.

COUNTY OF Salt Lake }

The foregoing instrument was acknowledged before me this 18 day of April 1997, by David L. Gillette.



Kim A. Kubota  
NOTARY PUBLIC

DEVELOPER:

RED HAWK DEVELOPMENT, L.L.C.

By: [Signature]  
Its: manager of manager

STATE OF UTAH }

:SS.

COUNTY OF \_\_\_\_\_ }

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 1997, by \_\_\_\_\_.

\_\_\_\_\_  
NOTARY PUBLIC

EXHIBIT "A" TO "CONSENT AGREEMENT"

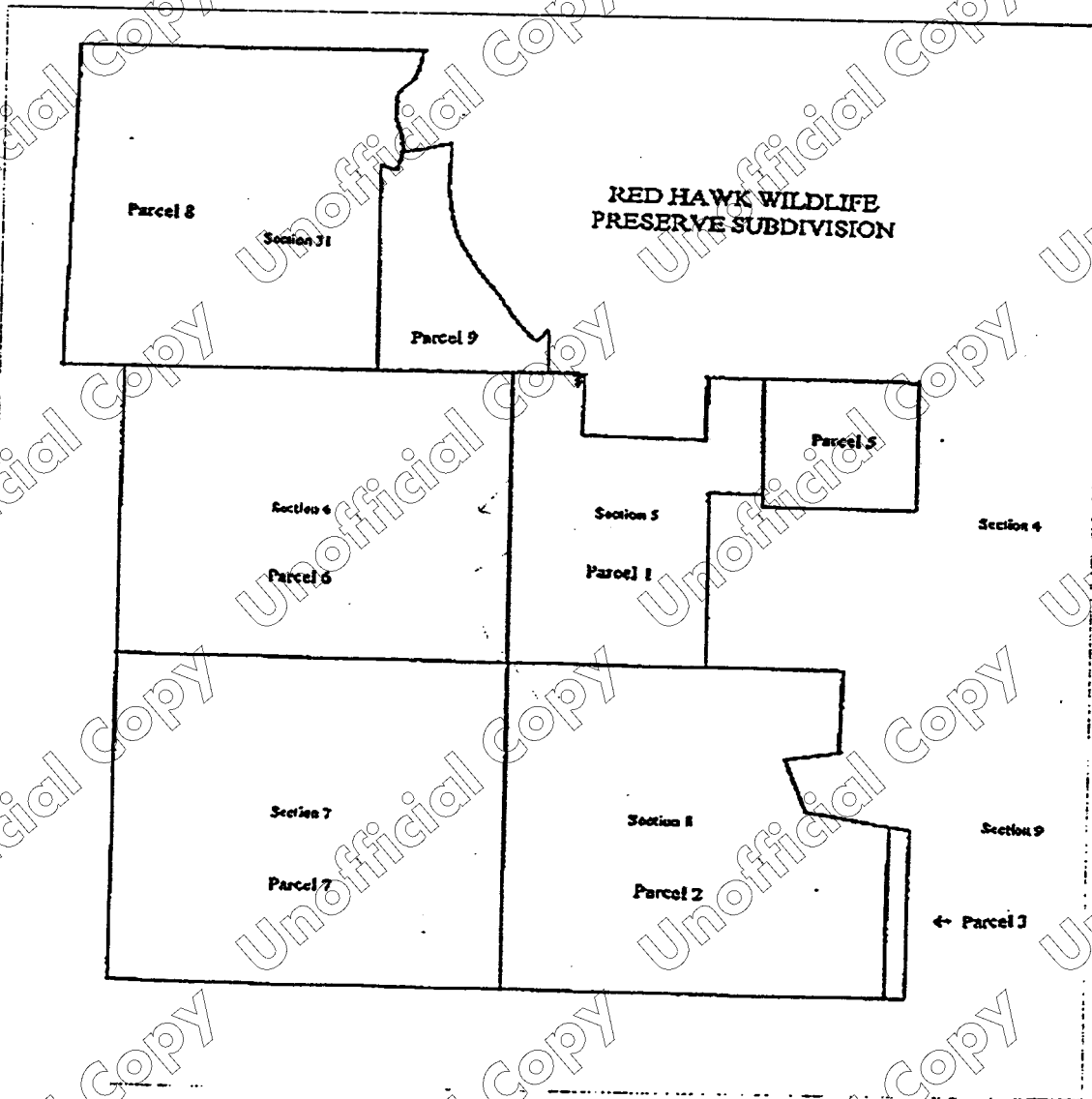
**RED HAWK WILDLIFE PRESERVE PROJECT LEGAL DESCRIPTION**

Parcels which are currently included in the Red Hawk Wildlife Preserve

- Parcel 1: 272 acre (approx.) parcel in Section 5, T1S, R4E, SLB&M.
- Parcel 2: 638 acre (approx.) parcel in Section 8, T1S, R4E, SLB&M.
- Parcel 3: 21 acre (approx) parcel in Section 9, T1S, R4E, SLB&M.
- Parcel 4: 0 acres (Rights of Way and Easements through Parcels 1-3.)
- Parcel 5: 108 acre parcel (approx.) owned by Milton O. Bitner Co, in Sections 4 & 5, T1S, R4E, SLB&M
- Parcel 6: 603 acre (approx.) parcel in Section 6, T1S, R4E, SLB&M
- Parcel 7: 658 acre (approx.) parcel in Section 7, T1S, R4E, SLB&M

Contiguous Parcels - These parcels may potentially be included in the Red Hawk Wildlife Preserve in the future.

- Parcel 8: 475 acre parcel owned by Porcupine Ridge, L.L.C. in Section 31, T1N, R4E, SLB&M.
- Parcel 9: 125 acre parcel owned by Milton O. Bitner Co. in Section 31, T1N, R4E, SLB&M.



RED HAWK WILDLIFE PRESERVE SUBDIVISION LEGAL DESCRIPTION  
(CONTINUED)

**PARCEL 1:**

All of Section 5, Township 1 South, Range 4 East, Salt Lake Base and Meridian,  
EXCEPTING THEREFROM the following 5 tracts:

**EXCEPTION 1:**

BEGINNING at a point East 981 feet from the Northwest corner of Section 5, Township 1 South, Range 4 East;  
thence East 326 feet along the Section line, thence South 1000 feet, thence West 326 feet, thence North 1000 feet to  
BEGINNING.

TOGETHER WITH an adequate right of way at least 50 feet in width over Grantor's property and subject to  
right of way over existing roadways.

**EXCEPTION 2:**

BEGINNING at a point East 1307 feet from the Northwest corner of Section 5, Township 1 South, Range 4 East;  
thence East along the Section line 870 feet; Thence South 1000 feet; Thence West 870 feet; thence North 1000 feet  
to BEGINNING.

TOGETHER WITH an adequate right of way at least 50 feet in width over Grantor's property and subject to  
right of way over existing roadways.

**EXCEPTION 3:**

BEGINNING; at a point 2177 feet East from the Northwest corner of Section 5, Township 1 South, Range 4 East,  
Salt Lake Base and Meridian; thence East along the Section line 423 feet; thence South 1029 feet; thence West 423  
feet; thence North 1029 feet to the point of BEGINNING.

**EXCEPTION 4:**

BEGINNING at the Southeast corner of Section 5, Township 1 South, Range 4 East, Salt Lake Base and Meridian;  
and running thence South 89°45'34" West 2652.05 feet more or less along the South line of said Section to the South  
quarter corner of said Section 5; thence North 00°2'50" West 2696.26 feet along the quarter Section line to the  
center of said Section 5; thence North 89°39'30" East 2654.72 feet more or less to the East quarter corner of said  
Section 5; thence East 330.01 feet to an existing fence line; thence South 00°00'06" West 2702.20 feet along said  
fence line to an existing iron pipe, in a fence corner; thence North 89°47'07" West 330.35 feet along an existing  
fence line to the point of BEGINNING.

TOGETHER WITH a right of way 100 feet in width for ingress and egress, said right of way being 50 feet on  
each side of the following described center line:

BEGINNING at a point which is East 290.40 feet from the Southwest corner of Section 9, Township 1 South  
Range 4 East, Salt Lake Base and Meridian; and running

thence North 10°24'43" East 80.35 feet; thence North 00°15'50" West 1344.26 feet;  
thence North 08°17'52" West 324.59 feet; thence North 24°06'15" West 116.17 feet;  
thence North 61°51'53" West 912.86 feet; thence North 58°43'03" West 276.53 feet;  
thence North 34°25'07" West 302.84 feet; thence North 17°09'09" West 490.38 feet;  
thence North 32°31'12" West 218.58 feet; thence North 18°30'43" West 722.90 feet;  
thence North 04°59'44" West 196.12 feet; thence North 20°15'51" East 284.87 feet;  
thence North 04°57'03" West 395.75 feet; thence North 11°16'06" East 112.41 feet;  
thence North 51°17'55" East 345.44 feet; thence North 09°10'52" West 184.10 feet;

RED HAWK WILDLIFE PRESERVE SUBDIVISION LEGAL DESCRIPTION  
(CONTINUED)

thence North 08°23'56" East 32.74 feet to the Southerly line of Section 5, Township 1 South, Range 4 East, Salt Lake Base and Meridian.

**EXCEPTION 5:**

**BEGINNING** at the Northeast corner of Section 5, Township 1 South, Range 4 East, Salt Lake Base and Meridian; and running thence South 89°57'17" East 329.76 feet to an old existing fence line; thence South 00°00'06" West 2105.14 feet along said fence line; thence West 330.01 feet; thence South 89°39'30" West 1817.02 feet; thence North 00°00'32" East 2116.71 feet to the Northerly line of said section; thence South 89°59'06" East 1816.98 feet to the point of BEGINNING.

**PARCEL 2:**

All of Section 8, Township 1 South, Range 4 East, Salt Lake Base and Meridian, EXCEPTING THEREFROM those portions lying within the East one-half of the East half of the Northeast quarter of the Northeast quarter of said Section and Silver Creek Estates Unit "C" Subdivision recorded September 18, 1963 as Entry No. 97485 in the office of the Summit County Recorder.

**PARCEL 3:**

The South 240 rods of the West 20 rods of Section 9, Township 1 South, Range 4 East, Salt Lake Base and Meridian, EXCEPTING THEREFROM any portion lying within Silver Creek Estates, Unit C (described above).

EXCEPTING from Parcels 2 & 3 those portions of the following described tract lying within said parcels:

Beginning at a point which is South 1241.49 feet and East 330.00 feet from the Northeast corner of Section 8, Township 1 South, Range 4 East, Salt Lake Base and Meridian (said point being on an existing fence corner and a 2" pipe) and running thence South 00°02'02" East 1320.00 feet along an old existing fence line; thence North 81°11'19" West 1463.43 feet to the Easterly edge of a dirt road; thence North 17°09'09" West 70.80 feet along said road; thence North 32°30'27" West 218.77 feet along said road; thence North 18°30'43" West 650.38 feet along said road; thence North 82°46'31" East 1804.65 feet to the point of Beginning.

Together with a right of way 22 feet in width for ingress and egress, said right of way being 11 feet on each side of the following described center line:

Beginning at a point which is South 1433.19 feet and West 2200.34 feet from the Southeast corner of Section 17, Township 1 South Range 4 East, Salt Lake Base and Meridian (said point being on the center line of an existing dirt road and the Northerly line of a County Road); and running thence North 12°37'36" West 90.16 feet; thence North 16°44'02" West 204.35 feet; thence North 02°00'32" East 59.86 feet; thence North 49°08'45" East 510.31 feet; thence North 79°39'38" East 258.66 feet; thence North 32°48'09" East 174.02 feet; thence North 11°01'47" West 579.08 feet, more or less, to the Southerly line of Section 17; thence North 00°22'58" West 176.11 feet; thence North 03°50'31" East 1700.84 feet; thence North 27°13'53" East 1568.28 feet; thence North 50°09'35" East 1041.33 feet; thence North 29°34'05" East 317.20 feet; thence North 06°08'20" East 687.26 feet; thence North 11°44'41" East 399.59 feet, more or less to the point of beginning of the right of way set forth next below.

Together with a right of way 22 feet in width for ingress and egress, said right of way being 11 feet on each side of the following described center line:



RED HAWK WILDLIFE PRESERVE SUBDIVISION LEGAL DESCRIPTION  
(CONTINUED)

BEGINNING at a point which is East 290.40 feet from the Southwest corner of Section 9, Township 1 South, Range 4 East, Salt Lake Base and Meridian; and running  
thence North 10°24'43" East 80.35 feet; thence North 00°15'50" West 1344.26 feet;  
thence North 08°17'52" West 324.59 feet; thence North 24°06'15" West 116.17 feet;  
thence North 61°51'53" West 912.86 feet; thence North 58°43'03" West 276.53 feet;  
thence North 34°25'07" West 302.84 feet; thence North 17°09'09" West 490.38 feet;  
thence North 32°31'12" West 218.58 feet; thence North 18°30'43" West 722.90 feet;  
thence North 04°59'44" West 196.12 feet; thence North 20°15'51" East 284.87 feet;  
thence North 04°57'03" West 395.75 feet; thence North 11°16'06" East 112.41 feet;  
thence North 51°17'55" East 345.44 feet; thence North 09°10'52" West 184.10 feet;  
thence North 08°23'56" East 32.74 feet to the Southerly line of Section 5, Township 1 South, Range 4 East, Salt Lake Base and Meridian.

**PARCEL 4:**

The above described subject: Parcels 1 thru 3 are together with and subject to the following described rights of way and easements:

**RIGHT OF WAY NO. 1**

A right of way 100 feet in width for ingress and egress, said right of way being 50 feet on each side of the following described center line:

Beginning at a point which is South 1433.19 feet and West 2200.34 feet from the Southeast corner of Section 17, Township 1 South Range 4 East, Salt Lake Base and Meridian (said point being on the center line of an existing dirt road and the Northerly line of a County Road); and running thence North 12°37'36" West 90.16 feet; thence North 16°44'02" West 204.35 feet; thence North 02°00'32" East 59.86 feet; thence North 49°08'45" East 510.31 feet; thence North 79°39'38" East 258.66 feet; thence North 32°48'09" East 174.02 feet; thence North 11°01'47" West 579.08 feet, more or less, to the Southerly line of Section 17; thence North 00°22'58" West 176.11 feet; thence North 03°50'31" East 1700.84 feet; thence North 27°13'53" East 1568.28 feet; thence North 50°09'35" East 1041.33 feet; thence North 29°34'05" East 317.20 feet; thence North 06°08'20" East 687.26 feet; thence North 11°44'41" East 399.59 feet, more or less to the point of beginning of the right of way set forth next below.

**RIGHT OF WAY NO. 2**

A right of way 100 feet in width for ingress and egress, said right of way being 50 feet on each side of the following described center line:

BEGINNING at a point which is East 290.40 feet from the Southwest corner of Section 9, Township 1 South, Range 4 East, Salt Lake Base and Meridian; and running  
thence North 10°24'43" East 80.35 feet; thence North 00°15'50" West 1344.26 feet;  
thence North 08°17'52" West 324.59 feet; thence North 24°06'15" West 116.17 feet;  
thence North 61°51'53" West 912.86 feet; thence North 58°43'03" West 276.53 feet;  
thence North 34°25'07" West 302.84 feet; thence North 17°09'09" West 490.38 feet;  
thence North 32°31'12" West 218.58 feet; thence North 18°30'43" West 722.90 feet;  
thence North 04°59'44" West 196.12 feet; thence North 20°15'51" East 284.87 feet;  
thence North 04°57'03" West 395.75 feet; thence North 11°16'06" East 112.41 feet;

RED HAWK WILDLIFE PRESERVE SUBDIVISION LEGAL DESCRIPTION  
(CONTINUED)

thence North 51°17'55" East 345.44 feet; thence North 09°10'52" West 184.10 feet;  
thence North 08°23'56" East 32.74 feet to the Southerly line of Section 5, Township 1 South, Range 4 East,  
Salt Lake Base and Meridian.

**RIGHT OF WAY NO. 3**

Easement and right of way for an existing dirt road over, along and across the following described centerline  
as follows:

BEGINNING at a point which is South 89°45'34" West 1176.53 feet from the Southeast corner of Section 5,  
Township 1 South, Range 4 East, Salt Lake Base and Meridian; and running thence North 08°23'56" East  
84.08 feet; thence North 58°44'30" East 137.13 feet; thence North 85°03'11" East 235.29 feet; thence North  
46°02'01" East 160.26 feet; thence North 63°23'39" East 165.68 feet; thence North 29°18'53" East 151.62  
feet; thence North 67°55'51" East 79.45 feet; thence South 74°56'05" East 185.32 feet; thence North  
81°39'34" East 70.26 feet; thence North 34°50'04" East 136.37 feet; thence North 54°53'29" East 174.64 feet;  
thence North 38°59'35" East 160.40 feet; thence North 22°34'56" East 89.74 feet; thence North 01°38'34"  
East 85.45 feet; thence North 04°06'23" West 208.81 feet; thence North 09°43'41" West 381.17 feet; thence  
North 23°57'06" West 83.02 feet; thence North 30°21'34" West 670.40 feet; thence North 06°47'06" West  
53.74 feet; thence North 04°12'57" East 92.05 feet; thence North 32°02'28" West 24.43 feet; thence North  
52°10'06" West 502.71 feet to a point on the North line of the Southeast quarter of said Section, which is  
West 656.44 feet from the East quarter corner of said Section 5.

**RIGHT OF WAY NO. 4**

Easement and Right of Way for an existing dirt road over, along and across the following described  
centerline as follows:

BEGINNING at a point which is South 2109.33 feet and West 656.44 feet from the Northeast corner of  
Section 5, Township 1 South, Range 4 East, Salt Lake Base and Meridian; and running thence North  
52°10'06" West 324.78 feet; thence North 15°29'16" West 205.75 feet; thence North 13°52'39" West 72.25  
feet; thence North 26°48'51" West 184.15 feet; thence North 12°04'08" West 181.58 feet to a point which is  
South 1300.00 feet from the Northerly line of said Section.

**PARCEL 5:**

BEGINNING at the Southeast corner of Section 5, Township 1 South, Range 4 East, Salt Lake Base and Meridian;  
and running thence South 89°45'34" West 2652.05 feet more or less along the South line of said Section to the South  
quarter corner of said Section 5; thence North 00°2'50" West 2696.26 feet along the quarter Section line to the center  
of said Section 5; thence North 89°39'30" East 2654.72 feet more or less to the East quarter corner of said Section 5;  
thence East 330.01 feet to an existing fence line; thence South 00°00'06" West 2702.20 feet along said fence line to an  
existing iron pipe, in a fence corner; thence North 89°47'07" West 330.35 feet along an existing fence line to the point  
of BEGINNING.

TOGETHER WITH a right of way 100 feet in width for ingress and egress, said right of way being 50 feet  
on each side of the following described center line:

BEGINNING at a point which is East 290.40 feet from the Southwest corner of Section 9, Township 1 South  
Range 4 East, Salt Lake Base and Meridian; and running  
thence North 10°24'43" East 80.35 feet; thence North 00°15'50" West 1344.26 feet;

RED HAWK WILDLIFE PRESERVE SUBDIVISION LEGAL DESCRIPTION  
(CONTINUED)

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thence North 08°17'52" West 324.59 feet;      thence North 24°06'15" West 116.17 feet;  
thence North 61°51'53" West 912.86 feet;      thence North 58°43'03" West 276.53 feet;  
thence North 34°25'07" West 302.84 feet;      thence North 17°09'09" West 490.38 feet;  
thence North 32°31'12" West 218.58 feet;      thence North 18°30'43" West 722.90 feet;  
thence North 04°59'44" West 196.12 feet;      thence North 20°15'51" East 284.87 feet;  
thence North 04°57'03" West 395.75 feet;      thence North 11°16'06" East 112.41 feet;  
thence North 51°17'55" East 345.44 feet;      thence North 09°10'52" West 184.10 feet;

thence North 08°23'56" East 32.74 feet to the Southerly line of Section 5, Township 1 South, Range 4 East  
Salt Lake Base and Meridian.

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**PARCEL 6:**

All of Section 6, Township 1 South, Range 4 East, Salt Lake Base and Meridian.

**PARCEL 7:**

All of Section 7, Township 1 South, Range 4 East, Salt Lake Base and Meridian

RED HAWK WILDLIFE PRESERVE SUBDIVISION LEGAL DESCRIPTION  
(CONTINUED)

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LEGAL DESCRIPTION OF CONTIGUOUS PARCELS

**PARCEL 8:**

BEGINNING at the Southwest corner of Section 31 Township 1 North, Range 4 East, Salt Lake Base and Meridian, thence North along the section line 871.2 ft, thence East 1800 ft, thence South 24°39'42" East 958.64 ft to the South line of Section 31; thence 2200.0 ft West to the point of Beginning. (Contains 40 acres.)

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also

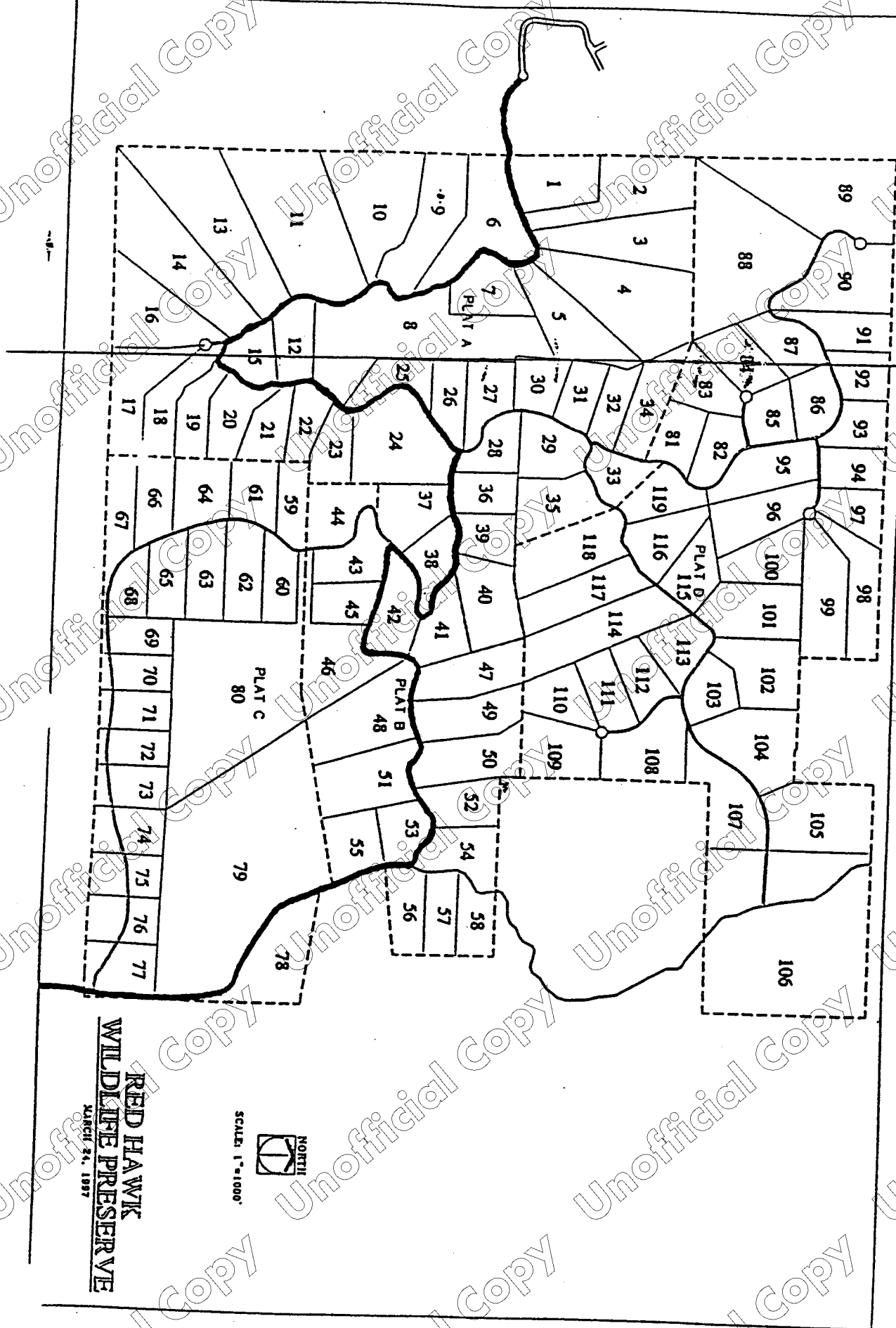
That portion of lots 116, 117, 118, 119 of Stagecoach Estate Plat "D" Subdivision lying in the W ½ and the W 247.5 ft of the E ½ of Section 31, Township 1 North, Range 4 East, Salt Lake Base and Meridian. (Contains approx. 18.91 acres).

also

W ½ of Section 31 Township 1 North, Range 4 East, Salt Lake Base and Meridian (Contains 444.60 acres and with 247.5 ft of E ½ of Section 31 Containing 30 acres, less 40 acres)

**PARCEL 9:**

E ½ of Section 31, Township 1 North, Range 4 East, Salt Lake Base and Meridian containing 320.0 acres. Less the West 247.5 feet of the East ½ of Section 31 containing 30 acres, less 165.22 acres included in Stagecoach Estates Plat "D" Subdivision 470-31-C. Total acreage 124.78 acres.



**RED HAWK  
WILDLIFE PRESERVE**  
March 31, 1987

NORTH  
SCALE: 1" = 1000'

EXHIBIT "B" to Consent Agreement

— = Required Phase I roads.

Unofficial copy

## SCHEDULE 1

### **SPECIFIC DESIGN CONDITIONS**

The following Specific Design Conditions reference the Red Hawk Wildlife Preserve development project (the "Project"). For purposes of the Consent Agreement and these Specific Design Conditions, the term "Developer" refers to all of the owners of the real property covered by the Project who are signatories to this Consent Agreement. The term "Director" refers to the Summit County Director of Community Development. The term "County" refers to Summit County. The term "CC&R's" refers to the Declaration of Covenants, Conditions and Restrictions which will be recorded against the individual lots that will make up the Project. (A copy of the most current draft of the CC&R's for the Project is attached to this Schedule as Attachment 1.)

#### **I. REVIEW PROCESS.**

- A. **Development Requirements.** All development proposals within the area described in Exhibit A to the Consent Agreement shall be consistent with the adopted Consent Agreement (including this Schedule).
- B. **Amendments to Consent Agreement.** Except as otherwise provided in the Consent Agreement (including this Schedule), the procedure for Developer to amend the adopted Consent Agreement and these Specific Design Conditions shall be as follows: Developer and/or the Red Hawk Wildlife Preserve Foundation shall submit to the County's Planning staff any proposed amendment to the Consent Agreement or these Specific Design Conditions. Approval by the Red Hawk Wildlife Preserve Foundation Board of Trustees of any such proposed amendment shall be sufficient to bind any individual lot owner within the Project to the proposed amendment. The Planning staff shall determine whether the proposed amendment is a substantial amendment (i.e., one that alters the intent of the Consent Agreement regarding the use, density, and configuration of the Project). For minor amendments which do not adversely affect the use, density or configuration of the Project, the Planning staff may treat the proposed amendment as a minor permit application. The Planning staff shall also determine the appropriate service provider review for a proposed substantial amendment, and shall timely submit the matter to such review. Following such review, the Planning staff shall make its recommendation to the Board of County Commissioners regarding the proposed amendment, whereupon the Board of County Commissioners shall approve or disapprove the proposed amendment. Amendments shall include any proposed changes to the Consent Agreement (excluding Exhibits D or E thereto, which can be amended as per Section 1.5 and 1.6 of the Consent Agreement) or to this Schedule, which may be amended as per this Section (excluding Attachment 1 hereto (the "Red Hawk Wildlife Preserve

Declaration of Covenants, Conditions, and Restrictions which may be freely amended as contained therein)).

- C. Review Process for Future Plats. A detailed final plat for each phase or portion of a phase of the Project submitted to the County by Developer for final approval shall be submitted to the Planning staff for initial review as to the plat's compliance with the Consent Agreement and this Schedule. The Planning staff shall determine the appropriate service provider review of the plat and timely submit the plat for such review. Upon a staff determination that the submitted plat is in compliance with the Consent Agreement and this Schedule, the plat shall be submitted directly to the Board of County Commissioners for final approval.

## II. ENVIRONMENTAL QUALITY.

- A. Wildlife and Open Space Preservation. The Project shall be developed in such a way as to preserve and protect, to the largest extent possible in connection with the development uses permitted under the Consent Agreement, the natural beauty, serenity, views, environment and ecosystem of the Project, specifically including the native wildlife and natural land within the Project and its environment. In that connection, the Project shall be preserved through interconnected conservation and open space areas subject either to a conservation easement or to CC&R's, or to both, which require maintenance of such conservation and open space areas, with the balance of the Project improved and maintained in a manner as consistent with conservation and preservation values as is reasonably practicable.

In developing the Project, Developer shall place a high value on minimum impact, and shall take such steps as are reasonably practicable to satisfy the following objectives regarding wildlife preservation within the Project:

1. To encourage, promote, propagate, preserve and protect the wildlife within the environs of the Project and the Red Hawk environment as it relates to the off-site ecosystem so that owners and succeeding generations of Snyderville Basin residents may enjoy and learn to accept the responsibilities for native wildlife.
2. To encourage, promote, propagate, preserve and protect the wildlife in the environs of the Project: protect the native habitat for the bedding and birthing of native wildlife; nurture and improve native wildlife stocks; rehabilitate and restore damaged wildlife environments; preserve the natural game trails, drinking areas and natural tree and shrub cover for native bird life and wildlife protection; plant areas to provide additional food for the wildlife, as appropriate; set up salt stations and mineral licks and, during severe winter



periods, provide feeding stations for big game, as appropriate; promote and assist in construction of trails for uses in harmony with the native wildlife and natural environment, such as hiking, equestrian, non-motorized biking, and Nordic skiing.

3. To acquire, receive and hold such real and personal property, either by purchase or by gift, as may be necessary and convenient to carry out these objectives. To issue bonds, notes and other assessments for the improvement of the wildlife areas. To lease or buy water rights, develop watering areas and catch basins, develop ponds, natural springs and wells for the benefit of the native wildlife.
4. To cooperate with local, state, federal and private agencies to develop and maintain effective wildlife preservation practices in Summit County and on a state-wide basis. To promote legislation emphasizing the parallel between economic prosperity and maintenance of adequate natural resources. To assist with the design of future developments that harmonize development with concerns for the environment.
5. To assist other property owners and state and local law enforcement officials in protecting private property and enforcing hunting and animal abuse laws and ordinances.

To meet the foregoing objectives, Developer shall adopt and enforce a Wildlife Management and Enhancement Plan and Wildfire Protection Plan. (A copy of Red Hawk's Wildlife Management and Enhancement Plan and a copy of Red Hawk's Wildfire Protection Plan for the Project are attached to the Consent Agreement as Exhibits D and E, respectively.)

- B. Air Quality. All fireplace or woodburning devices shall meet minimum EPA standards or other standard adopted by the County.
- C. Revegetation, Erosion Protection and Runoff Control. Development plans shall, to the extent practicable, preserve existing vegetation and repair the damage caused historically by overgrazing of livestock; provide for prompt revegetation or erosion protection measures; and provide for surface water runoff control in accordance with Summit County Engineering Standards. In connection with revegetation efforts, the Developer shall preserve for replanting as many trees as practicable which are removed in the process of cutting roads, shall plant indigenous trees on the project, and may maintain a tree farm on the Project to aid in the revegetation process. These design conditions serve to satisfy the requirements of 5.2(e) of the Code regarding revegetation/erosion protection/runoff control.

III. CRITICAL AREAS, AS DEFINED IN SECTION 5.3 OF THE CODE.

- A. Prohibition of Development in Critical Areas. Development plans shall prohibit development in critical areas, as defined in Section 5.3 of the Snyderville Basin Development Code, as amended 1992, except the road configuration as reflected in Exhibit B to the Consent Agreement, which shall override conflicting requirements in Section 5.3 of the Code.

IV. DESIGNATION OF, AND LIMITATIONS UPON, LAND USES WITHIN THE PROJECT.

Although open space areas are not required in the Countryside or Critical/Sensitive Land Use Zones of the Snyderville Basin, the Project intends to preserve and maintain virtually all of the land outside of individual building envelopes as open space, subject to the limitations herein. All open space areas shall be subject to the restrictions of the CC&R's of the Project and/or subject to a conservation easement granted in perpetuity by the Developer to an appropriate agency or entity approved by the Board of County Commissioners, as provided in Section 3.3 of the Consent Agreement. The approved use, density and configuration reflected on Exhibit B to the Consent Agreement, together with the following design conditions, CC&R's and applicable conservation easement, shall serve as the Project's Open Space Provision and Maintenance Plan under the Code.

- A. Designation and Location of Land Use Zones within the Project. The Project shall be comprised of four land use zones:

1. Critical Wildlife and Open Space Areas
2. General Wildlife and Open Space Areas
3. Driveway Access Corridors Through Open Space Areas
4. Development Activity Envelopes

The Critical Wildlife and Open Space Areas and the General Wildlife and Open Space Areas on any lot shall be designated by the Red Hawk Wildlife Preserve Foundation (the "Foundation") through the Foundation's wildlife consultants. The designations must occur prior to designation of the Development Activity Envelope for the given lot.

30K  
Prior to obtaining a building permit for a lot within the Project, the Owner and the Foundation's Design Review and Land Use Committee shall mutually agree on the location of a Development Activity Envelope for the lot. The Development Activity Envelope shall not exceed 50,000 square feet, and its location shall not adversely impact any Critical Wildlife and Open Space Areas and otherwise be acceptable to the Foundation's wildlife consultants and the Director. Each Development Activity Envelope shall be designed to minimize visual impact and to maximize each site's best features with consideration for natural terrain, views, privacy, wildlife

management, vegetation, orientation, access and relationship to adjacent sites. In instances where wildlife interests outweigh the other criteria for Development Activity Envelope location, the protection of wildlife shall be the determining factor for location selection. The location shall be surveyed and recorded with the Summit County Recorder. An owner within the Project may not relocate the Development Activity Envelope without the written approval of Developer and the Foundation's wildlife consultants.

*on flat?*

B. Permissible and Prohibited Uses (except as otherwise permitted in the Project's CC&R's or Design Guidelines).

1. Critical Wildlife and Open Space Areas. No construction, development or improvement, including fencing, is allowed other than as approved under the Wildlife Plan, CC&R's or any applicable conservation easement.

2. General Wildlife and Open Space Areas

a. Low impact permitted uses include:

- (1) Wildlife sensitive fencing
- (2) Hiking trails
- (3) Pastures
- (4) Picnic areas
- (5) Ponds
- (6) Out-buildings, including a barn (if a barn is constructed outside a Development Activity Envelope, it may not include human living quarters including any plumbing, fixtures, or other appurtenances that could make the barn or any portion thereof suitable for human occupancy, unless the barn is located within 100 feet of the Development Activity Envelope and otherwise is located far enough from any Critical Wildlife and Open Space Area to avoid any adverse impact to wildlife)
- (7) Equestrian center

*must remain in flat designated area - will be striped*

b. Prohibited activities and uses include:

- (1) Any site work or grading without approval under the CC&R's or conservation easement, as applicable.
- (2) Lighting (except for reflective material or a low-level light fixture at each lot's access driveway to illuminate address signage).
- (3) Vegetation removal or defoliation without approval under the CC&R's or conservation easement, as applicable.

3. Driveway Access and Utility Corridors. Permitted improvements within

these corridors include limited vegetation removal, road bed grading, drainage improvements, erosion control, mechanical retainage, utility service extensions and paving.

4. Development Activity Envelopes. Within each Development Activity Envelope, an owner may construct one primary residence for single-family dwelling, one guest house, one caretaker's cottage and similar accessory or incidental structures, including a barn. ~~EXCEPT AS~~ ~~INDICATED ON~~

V. COMPATIBILITY ASSESSMENT.

The approved use, density and configuration reflected on Exhibit B to the Consent Agreement is deemed by the County to be reasonably compatible and sensitive to the immediate environment of the site and the neighborhood, and shall serve to satisfy the requirements in Section 5.4 of the Code.

VI. GENERAL DESIGN AND DEVELOPMENT LAYOUT.

- A. Approved Use, Density and Configuration. The use, density and lot configuration reflected on Exhibit B to the Consent Agreement has received appropriate County approval and, together with the CC&R's and the following design conditions, serve to satisfy the regulations contained in 5.6 (Development Layout), 5.7 (Design) and 5.9 (Density and Intensity) of the Code.
- B. Lot Size. The average lot size within the Project shall be approximately 20 acres, and no less than 10 acres in size. The lots within individual plats or phases may average less than or more than approximately 20 acres so long as Developer limits the overall density of the Project to 116 single family residential lots on the initial 2,299 acres of the Project.
- C. Visual Corridor. Subject to the protection of wildlife interests in the location of Development Activity Envelopes in Section IV above, the Project shall be developed as much as is reasonably practicable to preserve and enhance views through site planning; to avoid construction within areas identified as being highly vulnerable to visual degradation; to use building forms, materials and colors that minimize color, line, form and texture contrasts with the setting; and to locate structures away from areas that are prominently visible against the sky along a ridge line.
- D. Enhancement of Entrance Corridor from Jeremy Ranch and The Trails. The Project may improve and enhance the entrance corridor from Jeremy Ranch and The Trails Subdivision into the Project, including through the 800 feet of dedicated Jeremy Ranch open space existing between The Trails Subdivision and the Project provided

that the Owner of the property approves of the improvements and that there are no private restrictions which would prohibit such activity. Such improvements and enhancements may include planting of indigenous trees, increasing the riparian aesthetics through installation of natural-looking water features, and stabilizing and reducing erosion of the existing creek by lining the creek bed with indigenous rock material.

E. CC&R's and Construction Guidelines. CC&R's consistent with the Consent Agreement, including this Schedule, shall be recorded against all lots within the Project. The CC&R's, and guidelines and regulations adopted thereunder, shall require design and construction which meets the following objectives:

1. Protect the natural ecosystem.
2. Minimize the visual impact of site development on roads and other homesites.
3. Preserve the existing character of the Project.
4. Establish architectural standards to preserve the rural character of the Project.
5. Establish absolute fire protection standards which cannot be changed without County approval.
6. Establish horse and pasture management guidelines to ensure that the natural ecosystem of the Project is protected.
7. Establish building height, screening and sign standards which are appropriate for this Project.

F. Structures Permitted within Development Activity Envelopes. Subject to compatibility with and approval under the CC&R's, within each Development Activity Envelope a primary residence, guest house and caretaker's cottage may be constructed (all of which must remain under the common ownership of the lot owner, with no subdivision permitted), and, within each lot, a barn and associated corral may be constructed. A minor permit (administrative) issued by the County will be required to locate the barn and related improvements and to authorize its construction.

G. Driveway Access. All individual driveway access locations within the project shall be designed to function well with the existing conditions and layout of each building envelope and dwelling, and all efforts shall be made to minimize the total impact of driveway construction, including to allow for the least amount of site and vegetation disturbance. The maximum grade allowed for driveways shall be 10%; provided, however, that road grades in excess of 10% will be allowed for short distances for protection of the environment so long as the road design and grades adequately meet considerations of safety, including fire protection. Where possible, driveways shall parallel the slope to lessen site impact.

Cut slopes shall be specified by a qualified soils engineer to achieve a stable embankment. Fill areas shall be contoured to two (2) feet horizontal to one (1) foot vertical slopes or flatter as directed by a qualified soils engineer, unless it is determined that steeper slopes are necessary to preserve natural vegetation and trees. Driveway access for all lots within the Project shall be from roads within the Preserve and not from streets or roads outside the Preserve.

Lot owners may not grant additional vehicular right-of-ways or road easements across their property in addition to those vehicular right-of-ways and road easements that are already of record at the date of the plat recordation.

All driveways, whether or not gated and locked, must provide a turnaround acceptable to the Park City Fire District.

H. The Project Trail System. Developer shall ensure that easements over and across the General Wildlife and Open Space Areas of the Project shall permit establishment of a trail system for the use and enjoyment of Owners and their guests and invited members of the public accorded such rights by Developer for hiking, horseback riding, jogging, cross-country skiing, snow shoeing and other activities, including educational activities, consistent with the CC&R's. Portions of the trail system may be closed periodically (including from mid-May to mid-June) to accommodate elk, big game calving, migration or other wildlife concerns. Construction and operation of the trail system may include cutting, clearing, stabilizing or maintaining trails, the posting of signs and erosion control. The use of the Project trail system shall be subject to such rules and regulations as Developer shall from time to time establish.

Public  
private  
trails  
exist

In the event the County proposes to link portions of a public trail system through any part of the Project, Developer shall consider such a proposal in good faith and may be required to construct a public trail system in an appropriate location along the Project perimeter, so long as adjacent property owners allow the public trail to cross their property in a manner consistent with the public trails system plan and grant Owners within the Project access to the public trail system.

## VII. PROVISION OF SERVICES.

A. Roads. The following design conditions serve to satisfy the requirements of 5.5 of the Code regarding transportation and roads for the Project:

1. Private Roads; Private Maintenance. The roads within the Project shall remain private and shall be maintained privately by the Project. The CC&R's for the Project shall provide, and require adequate budgeting for, snow removal and road maintenance services.

Developer may maintain on the Project operations to crush, screen and sift excavated dirt to separate rocks and top soil for use on the Project so long as the operations are located in such a way as to avoid any adverse impact within or outside the Project, relating to erosion, runoff, noise, dust and other similar impacts. Developer has prepared a plan to restore the existing site, which plan has been reviewed and approved by the County Engineer and is attached hereto and incorporated herein as Attachment 2. For any future pits, Developer will prepare a similar plan for review by the County Engineer.

2. **Road Layout.** The road layout designated in Exhibit B to the Consent Agreement is hereby approved. Any significant adjustments to the road layout shall be subject to approval by the Director, which approval shall not be unreasonably withheld; slight changes to the road layout may be made by the Developer, so long as the changes do not detract from the spirit of these Design Conditions.
3. **Ingress/Egress.** The Project shall provide a minimum of two points of ingress and egress. Secondary access, as described in Exhibit "B", shall be provided before any Certificate of Occupancy will be issued by Summit County for structures in any phase of the Project. The secondary access road shall include asphalt pavement, and the design of the road section shall comply with applicable provisions of the Consent Agreement. Developer will grant emergency access to surrounding property owners over and across the Project and will agree to improve and maintain, with the surrounding property owners, the Old Bitner Road as a secondary access to the Project.
4. **Road Widths.** The major roads within the Project, including only those shown on Exhibit B, should be a minimum unobstructed driveable width of 24 feet with 20 feet of asphalt paving, while minor roads within the project should be a minimum unobstructed driveable width of 20 feet with 16 feet of asphalt paving. The right-of-way width shall be 100 feet, to allow for greater flexibility in utility installation to preserve existing vegetation and trees. All roads and driveways will have unobstructed vertical clearance of 13 feet, 6 inches.
5. **Cul-de-sacs.** Cul-de-sacs will be designed with a minimum road width of 20 feet with 16 feet of asphalt paving, and otherwise according to the proposed Rural Development Guidelines, unless otherwise approved by the Park City Fire Service District.
6. **Road Grades.** The major road already rough-cut in Section 7 of the project has been approved by the County, and a similar road is hereby approved for

the remainder of the roads throughout the project. Road grades less than 8% are encouraged and preferred. The maximum road grade allowed shall be 10%; provided, however, that road grades in excess of 10%, up to a maximum of 12.5%, will be allowed for short distances for protection of the environment so long as the road design and grades adequately meet considerations of safety, including fire protection.

7. Revegetation Revegetation of all disturbed soils meeting County standards will be required on all roads.
8. Bridges and Culverts Bridges and culverts will be constructed in accordance with the Rural Development Guidelines (see Exhibit C to the Consent Agreement).
9. Road Base Specifications All roads should be designed by a qualified soils engineer and will have a base capable of supporting a gross vehicle weight of 40,000 pounds. The asphalt road surface should be capable of providing all weather, year-round access.
10. Street Signage. In keeping with the desire to maintain the Project in as natural a state as possible, the signage for the project will be uniquely designed to provide address and street markers engraved in rock, so long as the signage is acceptable to the Park City Fire Service District.
11. Gates. All posts for gates on private driveways and roads will be four feet wider than the approved road width. All gates shall be located at least fifteen (15) feet from the right-of-way and shall open inward, allowing a vehicle to stop while not obstructing traffic on the road. Should gates be electronically operated, a receiver shall be installed that will permit emergency services access with a transmitter. If the gate can be locked, a lock box approved and accessible to the Park City Fire Service District and Summit County Sheriff will be located on the exterior side of the gate to provide for emergency equipment access through the gate.
12. Snow Removal and Road Maintenance. Snow removal and road maintenance shall be the responsibility of the Project and will be noted as such on the recorded plat. The CC&R's for the Project shall provide, and require adequate budgeting for, snow removal and road maintenance services. These requirements serve to satisfy the requirements of 5.5(q) of the Code. Failure to maintain adequate snow removal and road maintenance to ensure acceptable emergency vehicle access shall be considered a violation of the Consent Agreement.

Part  
note



B. Fire Protection. The Project's Wildfire Prevention Plan, attached to the Consent Agreement as Exhibit E, contains the specific design conditions relative to fire protection and serves to satisfy the requirements of 5.5(e) of the Code regarding fire protection for the Project.

C. Water System. Because of the large lot design and relative isolation of homesites within the Project, Developer may develop an individual water system on each lot or a private, individual water system to be shared by a limited number of lots where water flow and distances permit. Upon approval of the Consent Agreement, the Developer shall undertake an analysis of the feasibility of a community water system to supply water to the Project. The Developer shall make a good faith effort to work with adjacent property owners to determine the feasibility of such a system. The completed analysis shall be presented to Summit County prior to the issuance of any building permits in Plats B, C or D. If the Developer determines that the system is feasible, the Developer shall undertake the construction of such a system for the Project. The Developer shall make provision for the system of wells within the Project to be returned to the Developer for conversion into a community water system if such a system is constructed. The following development conditions serve to satisfy the requirements of 5.5(k) of the Code regarding a water system for the Project:

1. Water Rights. Developer's water rights are represented by two separate blocks of Weber Basin Water Conservancy District (the "WBWCD") water. The first block is comprised of 9 separate contracts with the WBWCD. Each contract is for one acre foot of water. The second block of water is comprised of 250 shares of Class A Stock in Summit Water Distribution Company (the "SWDC"). Each share equates to one acre foot of water. Well permits have been obtained for the first nine lots.
2. Water Source. A source, or sources, of water to the project must be identified prior to issuance of a building permit. Developer must submit information to the County and to the Park City Fire Service District concerning site geology, area hydrology, site topography, soil types, and the proven wet water by the drilling of one or more test wells as determined by a qualified geo-technical engineer. Well logs will be submitted to the County and the Park City Fire Service District, identifying the depth and yield of the well. The source must be consistently available at sufficient quantities to supply domestic and irrigation needs according to State regulations.

A well, or wells, of sufficient capacity to serve a building site will be required prior to issuance of an occupancy permit. A "memorandum of decision" from the State Engineer shall be required. Language will be included on the final recordation plat and within the CC&R's that identifies the process for

obtaining a building permit as it relates to water rights and well drilling confirmation. In no instance shall combustible construction be allowed to occur on any lot without adequate water supply for fire fighting purposes.

- a. Source Protection: Concentrated sources of pollution shall be located as far as possible from all culinary well sources. To insure that protection is available, the Developer must either own the protection zone and agree not to locate or permit concentrated sources of pollution within it or, if the water supplier does not own the land in question, the Developer must obtain a land use agreement with the owner(s) of the land by which the land owner agrees not to locate or permit "concentrated sources of pollution" within the protection zone. Livestock shall not be permitted within a 100 foot radius of all culinary well sources and moderate to high value wetlands.

In both of these above situations, the restriction must be binding on all heirs, successors, and assigns. The land use restriction must be recorded with the property description in the County recorder's office. Copies of this recording must be submitted to the State Division of Drinking Water for review.

3. Use of Water System for Fire Suppression. An exterior fire suppression dry standpipe system will be designed and constructed at the time of home construction to provide the PCFSD the ability to use the home's water storage for external fires. Water retention ponds may be placed to allow access for fire suppression equipment. Dry hydrants will be installed in the individual water systems and the water retention ponds as necessary for fire suppression access. The Park City Fire Service District has approved for a fire suppression system for each lot, consisting of either 10,000 gallons of underground water storage in a tank or pond approved by the PCFSD, and an in-home water pressure system to supply the interior fire sprinkling system.

4. Line Burial. Water lines shall be buried a minimum of six (6) feet deep, unless elevation dictates deeper burial.

- D. Sewerage. The project will use individual septic systems for each dwelling. Prior to final plat approval, percolation tests will be undertaken within the development boundary to verify that the soils are capable of percolating. Individual septic systems shall be developed in compliance with County, State Health Department and other local and state agency requirements. Developer must submit information concerning soil types and perform a percolation test on site to determine the viability of septic systems, prior to issuance of a building permit. These design and development conditions serve to satisfy the requirements of 5.2(d) and 5.5(c) of the Code

regarding sewerage for the Project.

E. Schools. Developer shall provide adequate school bus loading and turn-around areas. Bus stops may be located outside the Project boundaries on a public and paved road.

F. Garbage Collection. Locking garbage collection containers shall be used to keep wildlife from getting into residents' garbage. Open burning of building materials, rubbish or garbage will be prohibited. The CC&R's shall contain a requirement that, to the extent reasonably practicable, all excess construction materials shall be recycled so as to avoid adverse impact on the County landfill.

G. Private Utilities (Telephone, Power and Natural Gas). Letters providing telephone, electrical and natural gas service for the development will be obtained from the appropriate entities prior to final plat approval. Utilities will be underground unless special conditions exist that would necessitate the service lines to be above ground.

H. Mail Delivery. Locations for proposed mail delivery will be shown on the final plat drawings. Written approval of the proposed locations will be obtained from the U.S. Postmaster. In some cases, central mail delivery in the form of gang boxes within the County and postmaster kiosk may be located outside of the development boundaries on a paved road.

I. Law Enforcement. Appropriate illumination for law enforcement purposes shall be permitted.

#### VIII. OTHER REQUIREMENTS

A. Bonding for Installation of Improvements. There is no requirement for Developer to bond for on-site project improvements.

B. Plat Note Regarding Limitation of County Services. A note shall be placed on each plat which reads as follows:

*Plat note*

"The property owner acknowledges that s/he is building in a location that is removed from the primary Summit County service area. As such, the property owner is on notice that there is limited access, infrastructure and public services in the area. Some services may not be provided by Summit County. Emergency response time will most likely be longer that it is in more accessible areas. The owner acknowledges that the infrastructure in these remote locations complies only with rural infrastructure standards. It is the intent of Summit County to attempt to continue to provide the existing variety, scale and frequency of public services and infrastructure for all development in these remote areas. It is not the intent of

Summit County to increase the variety, scale, and frequency of public services and infrastructure or to provide urban levels of service and infrastructure in these areas. It is anticipated that septic systems and wells will be provided, as opposed to connection to the Snyderville Basin Sewer Improvement District or water company facilities. Failure of these facilities is not the responsibility of Summit County or Special Service District. By this notice the property owner assumes the risk of occupancy as outlined above and is hereby put on notice that there are no anticipated changes in the levels of services or infrastructure by either Summit County or the appropriate Special Service District, nor should the property owner expect changes beyond those identified herein."

C. Cooperation Regarding Revegetation of Questar's Easement. The Developer shall undertake appropriate and reasonable re-vegetation efforts along the Questar Pipeline Easement if approval is granted by Questar. A revegetation plan shall first be submitted for the review and approval of the Director.

D. Planting of Trees and Vegetation within the Project. Developer anticipates providing lot buyers with tree and shrub packages for planting within the Project. Such trees and vegetation shall consist of native species and shall be planted in a natural distribution with natural exposures and configurations.

Unofficial copy

**Snyderville Basin Planning District**

**Rural Development Guidelines**

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**January 31, 1997**

**Snyderville Basin Planning District  
Rural Development Guidelines**

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*Snyderville Basin Planning District  
Rural Development Guidelines*

**I. Wildfire Hazard Classification**

All proposed new subdivisions within the Countryside and Critical/Sensitive Lands of the Snyderville Basin, Summit County will be analyzed and rated on its wildfire risk using the Fire Hazard Severity Scale developed by the State of Utah, Division of State Lands and Forestry.

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The Rating Scale is based on five separate factors:

- A. **Slope** - is displayed in percent; calculated by measuring the vertical distance and horizontal distance for a given area; and dividing the vertical by the horizontal.
- B. **Aspect** - is the cardinal direction in which the surface of the ground faces.
- C. **Response Time of Fire Agency** - is measured in minutes it takes the nearest responsible fire agency to respond to a fire in a given area.
- D. **Type of Vegetation** - is categorized by fuel types. Rates of spread, resistance to control, and potential to cause structural damage are the criteria for rating severity.
- E. **Vegetation Density** - is considered the total combustible vegetation which may be available as a fuel for wildfire.

All of these factors can vary from development to development. The composite score will categorize the hazard level of the proposed development as moderate, high or extreme. Once a proposed subdivision has been classified as to its hazard level, development standards for each level can be used by Summit County and the Park City Fire Service District for fire protection and wildfire prevention measures. This rating will be submitted to Summit County with the Sketch Plan Package for any proposed subdivision.

**II. Fuel Breaks**

**Wildfire Vegetative Manipulations**

Hazardous fuels in the form of native vegetation will be cleared around structures and around the perimeter of the development to assist in wildfire prevention measures. This fuel break is not intended as a complete vegetation clearing fire break. Fuel breaks must be in place prior to occupancy of the structure.



The definition of a fuel break by the Utah State Division of Lands and Forestry is, "A change in fuel continuity, type of fuel, or degree of flammability of fuel in a strategically located parcel or strip of land to reduce or hinder the rate of fire spread".

Fuel breaks consist of the following:

- > Annual grasses within 30 feet of structures shall be mowed to 4 inches or less.
- > Removal of ground litter annually.
- > ~~Over mature, dead, and dying trees shall be evaluated as to their potential to ignite and to carry fire and possibly will be removed.~~
- > Fuel breaks may contain individual tree specimens, ornamental plants, or other similar vegetation used as ground cover, provided they will not provide a means of transmitting wildfire from native vegetation to structures.
- > Fire resistive vegetation will be planted in the fuel breaks to prevent undue soil erosion.

In steep terrain, cleared or leveled slopes will be stabilized immediately following construction. Developers and lot owners will construct retaining walls, water bars, check dams, terraces, or other forms of physical means of soil erosion control. As part of the recordation plat, a maintained fuel break easement will be dedicated for the benefit of the Area Forester and will be shown around the perimeter of the development. Fuel breaks must be maintained by the landowners and shall be a part of the CC&R's and monitored by the respective Homeowner's Association and/or Area Forester. The CC&R's for the development will include enforcing language for the Homeowner's Association to budget for and provide fuel break maintenance services around the perimeter of the development boundary.

The following chart identifies fuel break clearing limits around structures and development perimeters based on the wildlife hazard rating:

TYPE	MODERATE	HIGH	EXTREME
Structures	30 feet	50 feet	100 feet
Development Perimeters	None	75 feet	100 feet

### III. Access, Roads and Driveways

#### A. Access

A minimum of two access roads for separate ingress and egress will be provided in Countryside and Critical/Sensitive Land Use Zones. At least one access road will be considered the main access to be dedicated with a right-of-way easement as part of the final plat. In situations where dual access is not available with the initial development, one or more easements extending to the perimeter of the proposed development and evidence that existing vehicular access through adjacent properties to public roads must be provided by the developer. *As a minimum, the second access will be an existing and passable access road for emergency services as approved by the PCFSD.*

#### B. Roads and Streets

##### 1. Widths

Major roads throughout a rural tier subdivision shall be a minimum unobstructed driveable width of 24 feet while minor roads within the subdivision should be a minimum unobstructed driveable width of 20 feet. The right-of-way width shall be 50 feet. A major road is a road, existing or proposed, which serves or is intended to serve as a major traffic way and is designed to serve as a principle access to a development. A minor road is a road, existing, or proposed, which is supplementary to a major road and of limited continuity which serves or is intended to serve as secondary access to adjoining properties. Under no circumstances will a driveable road width be less than 20 unobstructed feet. In certain instances, a fuel break may be necessary alongside roads. All roads and driveways will have unobstructed vertical clearance of 13' 6".

##### 2. Cul-de-sacs

Cul-de-sacs will be a maximum of 1200 feet in length for developments with a moderate fire hazard rating, 900 feet in length for developments with a high fire hazard rating and 500 feet in length with developments of an extreme fire hazard rating unless otherwise approved by the PCFSD and Summit County. Cul-de-sacs will be designed with a minimum road width of 20 feet, and have a turn around of not less than 60 feet in diameter or as approved by the PCFSD and Summit County Engineer. In some instances, a hammerhead design will be allowed. All cul-de-sacs must include signage indicating that the road is a dead-end road within 50 feet of the outlet. In addition, two signs

will be placed on the connecting road indicating that the "Next Turn is a Dead-End Road." The CC&R's for the development will include enforcing language for the Association to budget for and provide snow removal and road maintenance services.

3. Road Grades

Minimum road grades of 0.3% are required. Road grades less than 8% are encouraged and preferred. The maximum road grade allowed shall be 10%; provided, however, that road grades in excess of 10%, up to a maximum of 12.5%, may be allowed for short distances when, in the opinion of the County, it is in the best interest of the County for reasons of safety and protection of the environment.

The following conditions shall be used for grades in excess of 10% provided that all applicable emergency and service providers review, at time of preliminary and final subdivision plat and site plan, such road design and grades to adequately address the public health, safety and welfare:

Short distances are measured along roadway centerline and are defined as less than or equal to 500 feet over a continual distance of 1000 feet.

The horizontal alignment of the proposed roadway shall reflect a significant straightening from what would be a "winding" road situation at 10% to a "straighter" road situation at an increased grade. The horizontal curve radius shall increase proportionately from a minimum of 100 feet to 350 feet by the following equation:

$$\text{Actual \% - 10\%} * 100 * 100 \text{ feet} = \text{ \_\_\_\_\_\_ } \text{ feet radius}$$

The road grade at an intersection, for the secondary approaching road, (road at which the stop signs are placed), shall be no greater than 4% for a minimum of 50 feet for roads up to 10% grade. This distance shall be referred to as a stopping area distance. Any road leading to an intersection allowed over 10% shall increase proportionately to the stopping area distance (D) from the minimum of 50 feet to 150 feet by the following equation:

$$\text{Actual \% - 10\%} * 100 * 40 \text{ feet} = \text{ \_\_\_\_\_\_ } \text{ feet}$$

Main through roads (non-stop signed roads) can remain at a constant grade of less than 8% through

the intersection.

Retaining walls shall be used with cuts in excess of ten (10) feet. Cut slopes shall be as specified by a qualified engineer to achieve a stable embankment. Fill areas shall be contoured to two (2) feet horizontal to one (1) foot vertical slopes or flatter as directed by a qualified engineer. If the disturbed areas fail to catch existing grade within ten (10) vertical feet, a retaining wall shall be used.

~~Revegetation of all disturbed soils meeting Summit County Construction Standards will be required on all roads.~~

4. Bridges and Culverts

Bridges and culverts will be constructed to support a gross vehicle weight of 40,000 pounds; vehicle load limits will be posted. Permanent culverts will be installed at all intermittent and perennial stream crossings. Specifications for bridges, culverts, and other stream crossing devices will take into account at least the 25-year frequency storm and upstream debris hazard. If the development is within the 100-year flood plain, then 100-year frequency storm shall be used in drainage design.

5. Road Base Specifications

All roads should be designed by a qualified engineer and will have a base capable of supporting a gross vehicle weight of 40,000 pounds. Types of finished roads include compacted road base, gravel, concrete or asphalt and will be approved by the County Engineer. However, all road surfaces should be capable of providing all weather, year-round access.

6. Street Signage

All roads will have designated road names and signs will be installed at each major road intersection. All lots and/or home sites will be visibly signed with street addresses and numbered as such. All major access roads will be signed at each intersection within the subdivision indicating the exiting direction from the subdivision with reflective arrows pointing the direction. All signage will meet M.U.T.C.D. Design Standards.

7. Gates

All posts for gates on private driveways and roads will be four feet wider than the approved road width. All gates shall be located at least (15) fifteen feet from right-of-way and shall open inward, allowing a vehicle to stop while not obstructing traffic on major or minor roads. Should gates be electronically operated, a receiver shall be installed that will permit emergency services access with a transmitter. If the gate can be locked, a lock box approved and provided by PCFSD and Summit County Sheriff will be located on the exterior side of the gate to provide for emergency equipment access to the property through the gate.

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8. Snow Removal and Road Maintenance

Snow removal and road maintenance on private roads will be the responsibility of the respective Homeowner's Association and will be noted as such on the recordation plat. The CC&R's for the development will include enforcing language for the Association to budget for and provide snow removal and road maintenance services.

C. Dwelling Location, Driveway Length and Barns

The sketch plan will show one or several locations of the proposed building envelopes and associated driveways within all lots. The recordation plat for the development will show the County approved multiple building envelope locations for each lot. At the time of building permit the lot owner will choose one of the building envelopes and lose the other alternatives.

Within each lot of a rural development, a barn and associated corral may be allowed as part of the development approval. An administrative permit issued by Summit County will be required to locate the barn and related improvements and to authorize its construction. A barn will not be located closer than 75 (seventy-five) feet to any dwelling. A maximum of four houses will be allowed on each 5-acres of property.

D. Driveway Access

All individual driveway access locations within the subdivision shall be designed to function well with the existing conditions and layout of each residential building. Care shall be taken in locating driveways to allow for the least amount of site and vegetation disturbance. The maximum grade of any driveway shall not exceed ten percent (10%). The minimum width of any driveway

shall be twelve (12) feet. Twelve (12) percent grades may be allowed for 250 lineal feet. Where possible, driveways shall parallel the slope to lessen site impact.

Retaining walls shall be used with cuts in excess of ten (10) feet. Cut slopes shall be as specified by a qualified engineer to achieve a stable embankment. Fill areas shall be contoured to two (2) feet horizontal to one (1) foot vertical slopes or flatter as directed by a qualified engineer. If the disturbed areas fail to catch existing grade within ten (10) vertical feet, a retaining wall shall be used. Driveway access for all lots within the subdivision may not be from any street or road other than interior roads within the subdivision.

Homeowners may not grant additional vehicular right-of-ways or road easements across their property in addition to those vehicular right-of-ways and road easements that are already of record at the date of the plat recordation.

All driveways, whether or not locked, must provide a PCFSD approved turnaround for emergency vehicles where the driveway meets the building pad, and every 200 feet when longer driveways occur.

#### **IV. Water and Water Supply**

The developer shall submit a plan prepared by a professional engineer showing the property boundary with topography, possible home locations, and the proposed roads and driveways. A construction cost opinion to serve the proposed development with a community water system serving all lots, and a cost opinion of individual water systems will be prepared and submitted to Summit County for review.

Clustering of homes should be considered and may be beneficial in rural developments. Clustering allows for reduced infrastructure of roads, driveways and water and sanitary sewer systems when compared with sprawl developments. Clustering may promote the visual integrity of development as viewed from within the development. The construction of a central community water system is encouraged to provide more effective water resources in case of wildfire. If clustering of homes is not achievable in rural developments, individual wells, storage tanks and fire suppression systems for each individual lot will be reviewed and considered by the PCFSD. Consideration should be given to tying into a neighboring community water system if one exists. Water supply and water infrastructure shall be in place and serviceable prior to any combustible construction taking place.

A. **Community System to Serve All Lots with a Central System**

1. **Water Distribution**

The minimum size of main lines for any system will be six inches in diameter and will be sized larger if flows and velocities dictate. Fire hydrants will be installed in accordance with Fire District requirements. Fire hydrant spacing will be a maximum of 500 feet between hydrants. Fire flow requirement for rural residential development of five or more building lots or dwellings will be the minimum of 1000 gallons per minute.

2. **Water Storage**

a. **Fire Storage**

Water storage will be provided to support the required minimum fire flow of 1000 gallons per minute for a duration of two hours. The minimum required fire storage for any water system servicing a rural residential subdivision would be 120,000 gallons.

b. **Indoor Storage**

Additionally water storage shall have a capacity of 400 gallons per equivalent residential connection for indoor use.

c. **Irrigation Storage**

Most of the Snyderville Basin falls within Zone 2, Irrigation Crop Consumptive Use Zone. This zone requires 1,873 gallons of storage for each irrigated acre.

3. **Water Source**

a. **Indoor Sources**

Source(s) must be capable of providing 800 GPD/equivalent residential connection for indoor use. The water supplier must possess, and provide to Summit County, documentation which grants the legal right to the required amount of water.

b. Irrigation Source

Within the Irrigated Crop Consumptive Use - Zone 2, the source must be capable of providing 2.80 gallons per minute per irrigated acre. Where an engineer, developer or water supplier claims that there will be no outside use of water (e.g. in a summer home development) documentation, typically a copy of the restrictive covenants and a note on the recorded plat, must be provided to prove that legal means exists to restrict outside use.

c. Source Protection

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Concentrated sources of pollution should be located as far as possible from all culinary well sources. To insure that protection is available, the water supplier must either own the protection zone and agree not to locate or permit concentrated sources of pollution within it or, if the water supplier does not own the land in question, he must obtain a land use agreement with the owner(s) of the land by which the land owner agrees not to locate or permit "concentrated sources of pollution" within the protection zone.

In both of these above situations the restriction must be binding on all heirs, successors and assigns. The land use restriction must be recorded with the property description in the County Recorder's Office. Copies of this recording must be submitted to the Division of Drinking Water for review.

Publicly owned lands containing protection zones need not be recorded in the Recorder's Office. However, a written statement must be obtained from the administrator of the land in question. This statement must meet all other requirements with respect to the establishing of a protection zone as described in this section.

4. Water Supply to Lots

Single family dwellings will be provided with water distribution lines a minimum of 1½" in diameter. The house service line may need to be larger to provide adequate flow and pressure meeting the fire sprinkler demands. Line size will be determined by a professional fire suppression design firm or by the PCFSD.



5. Fire Sprinkler Systems

All dwellings, guest houses and out buildings over 750 square feet must be constructed with a Modified 13-D fire sprinkler system installed as required and approved by the PCFSD. In some instances, building exteriors will be fire sprinkled depending on the fire hazard rating, types of existing vegetation, fuel break clearing limits, slope degree and orientation or types of building materials being used. Exterior sprinklers will be discussed and determined at the preliminary plat stage.

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6. Line Burial

Water lines shall be buried a minimum of six (6) feet deep unless elevation dictates deeper burial.

B. Individual Water Systems on Each Lot

1. Water Storage

All dwellings less than 140,000 cubic feet of total structure volume (TSV) must have two (2) 10,000 gallon tanks or greater, as dictated by NFPA Std. 22, as water reserves for fire safety and use respectively by the sprinkler system and the PCFSD, exclusive of storage for domestic and irrigation use. For dwellings with more than 140,000 cubic feet of TSV, but below 210,000 TSV, three (3) 10,000 gallon tanks will be required. For every additional 150,000 or more of TSV, additional water required fire protection would be required, and determined by the PCFSD.

2. Water Source

Prior to preliminary approval by the County, a source, or sources, of water to the proposed project must be identified. The developer must submit information concerning site geology, area hydrogeology, site topography, soil types and the proven wet water by the drilling of one or more test wells as determined by a qualified geo-technical engineer. Well logs will be submitted to Summit County identifying the depth and yield of the well. The source must be consistently available at sufficient quantities to supply domestic, and irrigation needs according to State regulations.

In all cases a well, or wells, of sufficient capacity at each proposed building location will be

required prior to building permit issuance. Language will be included on the final recordation plat and within the projects CC&R's that identifies the process for obtaining a building permit as it is related to water rights and well drilling confirmation. A water right and associated well permit will remain with the lot and is not transferable.

a. **Source Protection**

Concentrated sources of pollution should be located as far as possible from all culinary well sources. ~~To insure that protection is available, the water supplier must either own the protection zone and agree not to locate or permit concentrated sources of pollution within it or, if the water supplier does not own the land in question, he must obtain a land use agreement with the owner(s) of the land by which the land owner agrees not to locate or permit "concentrated sources of pollution" within the protection zone.~~

In both of these above situations the restriction must be binding on all heirs, successors and assigns. The land use restriction must be recorded with the property description in the County Recorder's Office. Copies of this recording must be submitted to the Division of Drinking Water for review.

Publicly owned lands containing protection zones need not be recorded in the recorder's office. However, a written statement must be obtained from the administrator of the land in question. This statement must meet all other requirements with respect to the establishing of a protection zone as described in this section.

3. **Fire Sprinkler Systems**

All dwellings, guest houses and out buildings over 750 square feet must be constructed with a Modified 13-D fire sprinkler system as required and approved by the PCFSD. An exterior fire suppression dry standpipe system will be designed and constructed at the time of home construction to provide the PCFSD the ability to use the homes water storage for external fires. Dry hydrants will be installed in the individual water systems as necessary for fire suppression access.

4. **Line Burial**

Water lines shall be buried a minimum of six (6) feet deep, unless elevation dictates deeper burial.

## V. Sanitary Sewer

The developer shall submit a plan with supplemental information prepared by a professional engineer showing the entire property with topography, possible dwelling locations, possible access roads and driveways. A cost opinion for a community sewer system to serve all lots and connecting to SBSID facilities. In comparison, a cost opinion of individual septic systems for each dwelling will be prepared.

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### A. Community System

A sewer system will be required for all subdivisions that are within 300 feet of an existing SBSID sewer line. Such system will be in full compliance with all SBSID standards and regulations.

### B. Individual Systems

Prior to preliminary plat approval at the direction of the Summit County Health Department, percolation tests will be undertaken within the development boundary to verify that the soils are capable of percolating. Individual septic systems shall be developed in compliance with Summit County and State Health Department and other local and state agency requirements. The developer must submit information concerning soil types and perform a percolation test on site to determine the viability of septic systems, prior to issuance of a building permit.

## VI. Schools

Adequate school capacity, as evidenced by a written statement from the Park City School District, shall be available prior to the approval of the preliminary plan. All rural developments shall provide adequate school bus loading and turn-around areas, as evidenced by a written statement from the Park City School District. In some cases, bus stops may be located outside of the development boundaries on a public and paved road.

## VII. Garbage Collection

Locations and conceptual design for proposed central garbage collection perimeter shelter for the containers will be shown on the preliminary plat drawings. Written approval of the proposed

locations will be obtained by Summit County's Garbage Collection contractor. In some cases central garbage collection may be located outside of the development boundaries on a paved road. Open burning of building materials, rubbish or garbage will be prohibited.

### **VIII. Public Utilities (Phone, Power and Gas)**

Letters providing phone and electrical service for the development will be obtained by the public entities prior to preliminary plan approval. Utilities will be underground unless special conditions exist that would allow the service lines to be above ground.

Natural gas service may be a developer's option but is not required for rural developments. Propane use will conform to Articles 79 and 84 of the *Uniform Fire Code*

### **IX. Mail Delivery**

Locations for proposed mail delivery would be shown on the preliminary plat drawings. The U. S. Post Master must provide written approval of the proposed locations. In some cases central mail delivery in the form of gang boxes within a post master kiosk may be located outside of the development boundaries on a paved road.

### **X. Building Designs**

#### **A. Screening**

Exterior openings from the roof, attic, eaves and floor areas will be screened to reduce the chance of flying embers entering structures.

#### **B. Chimneys and Stovepipes**

Any solid or liquid fuel-burning appliance must have spark arresters or screens equipped on stovepipes and chimney outlets.

#### **C. Roofing Materials**

Roofs will be constructed with the minimum of U.L. listed, Class "A" fire rated roofing materials. Examples of this may include: asphalt shingles, tile roofing material, metal roofing

material, sheet iron. In any rural subdivision, roofing material shall carry the minimum of a U.L. listed, Class "A" fire rating. Subdivision Covenants, Condition, and Restrictions will reflect the type of building materials required for use, and specify materials prohibited, and will be included as a part of the CC&R's.

**D. Height Limitations**

The maximum building height shall not exceed 32 feet measured from the peak of the building to the finished grade below the peak.

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**XI. Open Space**

Common open space is not required in the Countryside or Critical/Sensitive Land Use Zones of the Snyderville Basin due to the low intensity and land use of the area.

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**RED HAWK WILDLIFE PRESERVE**

**WILDLIFE MANAGEMENT AND ENHANCEMENT PLAN**

**May 1, 1997\***

\* This May 1, 1997 version of this document is included as Exhibit "D" to the Consent Agreement between Redhawk Development, L.L.C. and Summit County executed on May 1, 1997. The terms of this document are part of the Consent Agreement and may not be modified without the written consent of Summit County.

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**WILDLIFE MANAGEMENT AND ENHANCEMENT PLAN**

**FOR**

**RED HAWK WILDLIFE PRESERVE**

**I. INTENT**

This plan describes the conservation and improvement of wildlife habitats on the Red Hawk Wildlife Preserve ("Red Hawk") and specifies how wildlife resources will be managed and what support will be needed. The plan is an integrative approach to land-use by both wildlife and humans. Two major goals of the management plan are: (a) the design of explicit actions for the improvement of existing habitats, and (b) the outline of explicit monitoring procedures aimed at a maintenance plan for optimal wildlife activities on a year round basis.

The plan, along with a ~~contemplated conservation easement~~, commits the Red Hawk Wildlife Preserve Foundation (the "Foundation") to implementation of the plan while allowing flexibility as to when and how specific plan components are implemented. As detailed later in this document, the Foundation's wildlife consultant and plant ecologist (the "Consultants") shall submit to the Board of Trustees of the Foundation and to Summit County, on or before February 1 of each year, a detailed evaluation of the previous year's activities, observations and recommended plan modifications and work plan for the coming year for review and comment prior to commencing new activities. This work plan will include specific details, techniques and design criteria required to implement the plan objectives for those specific areas to be addressed that year. This annual report and review will ensure the plan is being properly implemented.

Specific evaluation criteria will be applied seasonally to allow for modification of the management plan over time. Plan modifications will consider the success of enhancement measures, the rate at which measures are being implemented relative to the scheduled timetable, the validity of original assumptions and impact assessments, and whether additional data are required. To accommodate the use and maintenance of pastures, fences, ponds, and gates outside the development activity envelopes as allowed by the plan, the Consultants reserve the right to evaluate these operations and impacts and make modifications to the plan to accommodate these operations as they may benefit Red Hawk.

This plan will not only attempt to alleviate the potential negative effects of human activities on wildlife, but also attempts to actually improve wildlife habitat and diversity. Implementation of plan objectives will consider existing seasonal wildlife uses of the property and schedule the timing and location of enhancement activities to minimize -- to the extent practical -- disturbances to important wildlife areas. The plan will also monitor the impacts of activities

*NEEDS TO CHANGE*

*NECESSARY FROM COUNTY'S POINT OF VIEW*

allowed by the Consultants within Red Hawk and provide individual Owners an opportunity to interact with the management and enhancement planning process.

The management and enhancement plan addresses the following:

**A. Wildlife Habitats**

1. Enhancing important seasonal wildlife habitats.
2. Circumscribing human activities away from sensitive wildlife activities.
3. Securing corridors for animal movements between patches and between habitats.
4. Securing "edge" for sensitive species.
5. Creating and securing "edge" for multi-species use.

**B. Education**

1. Increasing awareness of residents to wildlife habitats.
2. Familiarizing residents to wildlife species variety at Red Hawk.
3. Encouraging active participation in the Plan.
4. Promotion of long-range goals for wildlife/human coexistence.

**C. Monitoring**

**II. SUMMARY OF PLANNED WILDLIFE MANAGEMENT ACTIONS**

**A. Vegetation manipulation (as deemed appropriate by the Consultants)**

1. to increase wildlife forage and cover
2. to increase wildlife species diversity
3. to protect old growth vegetation stands
4. to improve wildlife thermal cover
5. to screen out buildings from sensitive wildlife activities
6. to protect and improve riparian areas
7. to secure winter and spring ranges for deer and elk, if needed
8. to maintain existing levels of, and use by, wildlife on and through the property

**B. Water**

1. to improve water capacity in present ponds
2. to increase duration of available water throughout the summer

3. to improve vegetation cover along stream and pond banks
- C. Salt and mineral licks (as deemed appropriate by the Consultants)
1. to create and maintain salt-lick stations close to calving and rutting areas
  2. to create and maintain salt-lick stations along spring migratory routes
- D. Education
1. to improve human understanding of and concerns toward wildlife habitats and wildlife preservation philosophy of Red Hawk
  2. to reduce human disturbance to wildlife
  3. to promote active participation in enhancement program
- E. Monitoring
1. to monitor deer, moose and elk dynamic activities throughout the year (rutting, breeding, migration, winter and spring ranges, calving, summer area use) vs. human activities (construction, recreation, living) and habitat manipulation
  2. to monitor other wildlife dynamic activities vs. habitat manipulation and human activities
  3. to monitor vegetation condition and manipulation
  4. to monitor riparian and wetland improvements
  5. annual evaluation of enhancement procedures

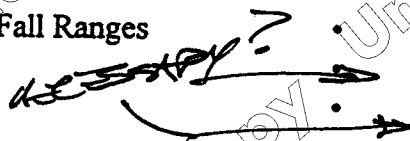
**Note:** The success of specific enhancement/revegetation areas will be evaluated at the beginning of the year immediately following the work. Should areas of enhancement/revegetation not be successful due to installation procedures or maintenance, reworking will be authorized and these same areas evaluated again the following year.

### III. OPERATIONAL WORK PROGRAM

The following identifies more specifically the level of improvements proposed to achieve the objectives outlined in the Wildlife Management and Enhancement Plan. Refer to Appendix A for specifics of materials to be used in various improvement areas.

#### A. VEGETATION IMPROVEMENTS

Spring and Fall Ranges



rejuvenating old growth  
 thinning patches of dense growth  
 creating open areas

OR.

**Foliage Height Diversity (FHD)**

seeding native grasses and wildflowers

- enhance transitional vegetation association
- edge manipulation
- trimming and clearing to enhance vertical diversity

**Existing meadows**

- schedule livestock grazing as required to balance ecosystems
- seeding grass in bare areas and supplemental seeding of improved grass varieties
- fertilization as required to stimulate sites of sparse vegetation

**Existing aspen stands**

- patch cutting old growth
- establish growth of new seedlings

**New human activity sites**

- Establish vegetation barriers and buffer zones between human activity areas and critical habitats based on site specific review through Design Review and Land Use Committee

**Operation Work**

**Patch cutting**

**Reseeding (grass, forbs and shrubs) and planting (shrubs and trees)**

**B. WATER CATCHMENT IMPROVEMENTS**

**Existing water catchment area**

- excavation

**New catchment areas**

- revegetate banks
- maintaining vegetation cover in the pond vicinity through edge manipulation, trimming and clearing

C. NATURAL SALT-LICK IMPROVEMENTS

Enlargement of existing

- excavation

Creation of new

- revegetation to create FHD

D. RIPARIAN IMPROVEMENTS

Stabilization of pond banks

- reseeding of improved grasses and erosion repair

Operation Work

Ground work

- shoreline and bank stabilization

Revegetation

(grass, forbes, shrubs and trees)

Trimming to create Foliage  
Height Diversity

Enhancement of edge-ecotone  
(transitional zones)

IV. PRIORITIES FOR IMPLEMENTATION

The following priorities have been identified and specific objectives and planned actions noted that will initiate and control planned management and enhancement efforts:

- (1) Monitor, maintain and improve winter range for deer, moose and elk, if applicable
- (2) monitor, maintain and improve spring range for deer, moose and elk including calving and postcalving areas, if present; these include increased grazing and browsing production, water availability, salt-lick stations (if the latter is deemed appropriate)
- (3) monitor, maintain and improve riparian and wetland habitats as identified in the wildlife management plan

- (4) monitor, maintain and improve habitats for other wildlife species such as waterfowl, raptors and other birds, and mammals
- (5) monitor and maintain educational procedures to improve human appreciation toward wildlife habitats, preservation philosophy of Red Hawk, and minimize disturbance to wildlife

A. **Wildlife Habitats:** Deer, moose and elk

- 1. **OBJECTIVE #1** Provide and secure migratory corridors for seasonal (Fall and Spring) movements and maintain these corridors.

a. **Planned Actions**

(1) Deer, moose and elk may move through Red Hawk in the late fall and early spring in migratory movements from higher to lower elevations and vice versa. The pattern of movements depends on the climatic and vegetation conditions at the time of migration: ample food and snow-free weather make these movements gradual and intermittent (for grazing), while harsh weather conditions and lack of palatable forage may cause purposeful and rapid direct movement.

(2) In order to secure and maintain these migratory pathway corridors, the actions needed are as follows:

OK (a) Eliminate fences that are not needed and that do not meet wildlife sensitivity standards along migratory routes.

OK (b) Locate development activity envelopes outside of identified wildlife corridors.

- 2. **OBJECTIVE #2** Provide and maintain spring ranges for migrating and resident wildlife.

a. **Planned Actions**

(1) The spring ranges serve two groups: the migratory group which uses the ranges on a transitional basis, and a resident

group which uses the ranges on a permanent basis. Habitat improvements are planned to insure ample food, water and cover, especially for the calving and fawning period.

- (2) The improvements of the spring ranges are intended to offset the reduced habitat capacity caused by deteriorated forage conditions and impact of human activities within Red Hawk. In order to secure and maintain the spring ranges, the following actions are planned:

7  
0  
(a) Improve the spring range in terms of feed and cover by mechanical and/or hand clearcutting and fertilization as needed. Decisions concerning foliage height diversity as well as "edge" effect and proportions of unmanipulated shrub cover to various stages of manipulated habitat will be developed with the aid of the Utah Division of Wildlife Resources ("DWR") on site at a later date.

MD  
(b) If deemed appropriate, improve and create natural mineral salt-lick stations during the spring, starting at snow melt.

- i) migration routes.  
ii) socialization areas.

MD  
(c) Improve water supplies to enhance water availability to elk and deer.

- i) groundwork.  
ii) build new ponds.

(d) Locate development activity outside critical ranges.

- OK  
i) monitor deer, moose and elk migration movements.  
ii) monitor deer, moose and elk socialization areas.

3. OBJECTIVE #3 Secure and maintain fall reproduction areas for residential wildlife species and secure minimal disturbance for maximal reproductive success.

a. Planned Actions:

- (1) Identify social grouping areas for elk, moose and deer



within Red Hawk for intraspecific behavioral activities. These areas should meet all criteria for successful rutting and breeding activities: water (and salt-lick stations, if appropriate) in the immediate vicinity, excellent escape places (aspen trees) and expansive open spaces for these behaviors.

(2) Successful reproduction occurs when animals are least stressed by disturbance. In order to secure these, the following measures are to be taken:

(a) Maintain access to water (and salt-lick stations, if appropriate) during the reproduction period.

- i) Maintain access to ponds and other water catchment areas close to reproduction areas.
- ii) Provide supplemental water source to catchment areas as required during reproduction calving and fawning periods (approximately May 15 to July 15).

EXISTING ONLY  
OK  
NO

(b) Locate development activity envelopes outside of reproduction areas.

- i) Monitor reproduction activities.
- ii) Create additional vegetative buffer zones.

4. OBJECTIVE #4 Secure and maintain calving and fawning areas to maximize newborn survival.

a. Planned Actions

(1) The post calving and fawning nursing period is extremely important to the cows and does. During this period the animals strengthen the adult-young bond and adults exploit the emerging vegetation to regain the energy and body weight they have lost during winter, pregnancy, and parturition. Adults also require a highly nutritious diet during this period because of lactational demands.

The following actions are to be taken:

(a) Create effective vegetation screens between home sites close to calving areas. Types of vegetation,

ADDRESS VIA LOT LOCATION CHOICES?

dimensions of screen depth and diversity will be addressed to each specific development activity envelope as part of the Foundation's Design Review and Land Use Committee approval for improvements. Size and configurations of vegetative screens will be adequate to visually and acoustically buffer disturbances from the edge of the sensitive habitats after three growing seasons. Composition of screens will be vegetatively and structurally diverse so as to maximize intervening cover and foliage height diversity.



(b) Secure ponds and other water sources close to preferred calving sites and if not available, create water holes or small water catchment areas. The development or maintenance of water sources close to known calving grounds will be conducted before or after calving season so as to minimize disturbances. Work performed during calving season requires approval of the Consultants.

- i) Create ponds to hold more water.
- ii) Create new catchment areas for additional water sources.

(c) Secure or create natural salt-lick stations close to water sources, but away from bedding sites.

## B. Vegetation

### 1. OBJECTIVE #5

Improve vegetation conditions in Red Hawk to compensate for seasonal habitat losses and to improve wildlife habitat diversity and Red Hawk aesthetic quality.

#### a. Planned Action

- (1) To achieve a more balanced distribution of ages and sizes (structural configuration) of vegetation--thus improving vegetative diversity, wildlife diversity and visual quality--a variety of vegetation treatment techniques will be applied. Vegetative treatment practices provide for earlier seral

stages which have the effect of altering vegetative composition, increasing the proportion of browse species and plant parts, enhancing area diversity and creating transitional vegetation associations and "edge". Vegetative transition is to be executed in stages: portions of old growth stands (aspen and mountain brush) are allowed to be left as escape and thermal cover, while through a long term plan and hand and mechanical clearcutting are used to enhance Red Hawk's habitat conditions. In other words, a carefully controlled vegetation manipulation plan will be designed to gradually replace old growth stands. In order to achieve these goals, the following actions are planned:

- (a) Create and maintain canopy diversity for thermal cover in coniferous and deciduous stands.
  - i) Locally thinning old aspen stands and oakbrush
  - ii) Implement fertilization schedules to improve understory
  - iii) Supplement thermal cover areas with new plantings of oak, which will sucker if cut back or burned properly.
  - iv) Reseed/overseed with grasses and forbs in marginal areas (see Appendix A)
  - v) Specific details will be established based on soil types, plant availability and sun exposure
- (b) Create foliage height diversity (FHD) and "edge" for multi-species use
  - i) Patchcutting and thinning
  - ii) Reseeding of grasses and forbs as required
- (c) Create vegetation openings to increase grass yield and browse production
  - i) Patchcutting
  - ii) Locally thinning dense sage and shrub growth
- (d) Establish reseeding and planting schedules (see Appendix A) to improve spring-summer range for deer and elk. Native grass and wildflowers will be used on slopes and meadows together with

clearcutting schemes. Bitterbrush, serviceberry and mountain mahogany will be reseeded or planted and fertilized with nitrogen in areas now overbrowsed and in areas of barren terrain suitable for these browse species.

OK  
(e) Enhance new growth of aspen stands by patchcutting old growth formations. This work would be determined at each specific site in order to minimize disturbance of nesting sites, snags and the general FHD.

OK  
(f) Create vegetative screens as buffers between human activity sites and wildlife area use. Sight distance, vegetation types and density will be determined by the Consultants and the Design Review and Land Use Committee.

C. Riparian Habitats

1. OBJECTIVE #6

Enhance significant riparian habitats within Red Hawk by controlling vegetation types, wildlife diversity and activity, flood plain activities, and water body planning.

a. Planned Actions

(1) Enlarge existing water catchment areas and ponds and revegetate their banks.

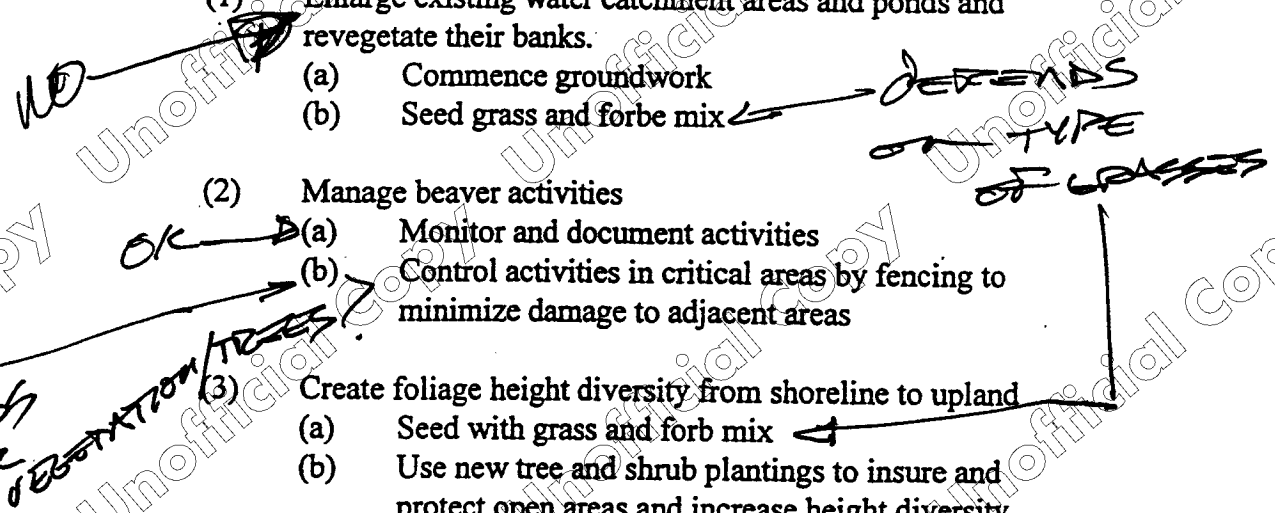
- (a) Commence groundwork
- (b) Seed grass and forbe mix

(2) Manage beaver activities

- (a) Monitor and document activities
- (b) Control activities in critical areas by fencing to minimize damage to adjacent areas

(3) Create foliage height diversity from shoreline to upland

- (a) Seed with grass and forb mix
- (b) Use new tree and shrub plantings to insure and protect open areas and increase height diversity



D. Multi-Species Fauna

1. **OBJECTIVE #7** Provide and secure habitats for multi-species use within Red Hawk (both game and non-game animals)

a. **Planned Actions**

- (1) Securing improved habitats in Red Hawk will increase species diversity and number -- a fact that can make Red Hawk a core of species representation for the general region at large. Small and medium size mammals (herbivores and carnivores), land birds, waterfowl, raptors and song birds will benefit from the diversity of wildlife activity outside the boundaries of Red Hawk. Providing for multi-species habitats calls for the following actions:

- (a) Improve vegetation configuration by controlled burning and patchcutting. Detailed plans will be developed for each site.

- i) Create "edge", especially in transitional habitats  
ii) Maintain foliage height diversity  
iii) Secure and maintain vegetation corridors between vegetation patches (i.e. between two similar or different habitat types)  
iv) Secure and maintain snags

- (b) Improve existing ponds by securing water supply and shade (Foliage Height Diversity and canopy density).

E. **Education**

1. **OBJECTIVE #8** Improve human understanding of and concerns toward wildlife habitats to reduce human disturbance to wildlife.

a. **Planned Actions**

- (1) Initiate education programs for Red Hawk residents and continue with ongoing education concerning construction and actual inhabitation of Red Hawk. The education program is to focus on wildlife appreciation, using a holistic approach and diverse educational media:

OK (a) Various techniques will be employed and may include lectures, guided trail hikes, wildlife guides, videos and brochures. Each homeowner will be provided a flora and fauna field guide explaining the unusually high wildlife and plant diversity of Red Hawk, what the different seasonally sensitive habitats are, where they are, and how each resident can minimize impacts to the wildlife resource.

OK (b) Develop outlets for ongoing communication and education programs with homeowners.

OK (c) Periodic seminars will be provided to homeowners to discuss the initial effects of the Wildlife Management and Enhancement Plan, continued evolution of the Plan based on the dynamics of the current situation and the ability and foresight required to allow the enhancement activities to be modified.

F. Monitoring

1. OBJECTIVE #9 Continue to monitor and collect data regarding wildlife activities and behavior versus human activities and behavior during construction and inhabitation phase for the evaluation of the management plan.

a. Planned Actions

NO (1) The monitoring plan includes gathering quantifiable data seasonally to evaluate the effectiveness of the enhancement plan. It is predicted that the wildlife enhancement plan will bring about higher species diversity, healthier animals and larger population numbers. To the extent that these predictions will not occur, studies will be conducted to establish the cause, and rectification measures will be taken. For example, if creating a vegetation buffer between elk range and a building site indicates a dwindling of elk numbers, the next step will involve changing either the composition or the extent (the width) of the buffer, or its configuration. By the same token, if human activity near a building site indicates disturbance to nearby wildlife,

revegetation and water catchment may be implemented to rectify this trend, where possible. ]

Within the monitoring plan, data will be collected on the following:

- (a) Elk, moose and deer dynamic activities
- (b) Small and large mammals as well as birds' dynamic activities
- (c) Livestock/wild herbivores relationship
- (d) Recreation activities in relation to wildlife area use
- (e) Success of vegetation and range improvement programs
- (f) Results of riparian and wetland improvement programs
- (g) Horses/wild herbivores relationship outside development activity envelopes
- (h) Effects of agricultural activity in relation to wildlife area use
- (i) Impacts of human activities of construction and inhabitation of Red Hawk in relation to wildlife activities

(2) The goals and objectives of the Wildlife Management and Enhancement Plan will be evaluated annually in the context of the monitoring, and specific planned actions may be modified to accommodate new conditions and information.

(3) To assist in the continued monitoring and evaluation of the Plan, the following specific actions are to be taken:

- (a) Prohibition of the use of all-terrain type vehicles, snowmobiles, and off-road motorcycles. Provided, however, that the Ranch Manager and development personnel may use all terrain vehicles for development purposes and normal ranch operations. Pedal bicycles shall be allowed anywhere on the Project. Motorcycles shall only be allowed on Project roads and driveways. No hunting except as may be directed by the Consultants and under DWR regulations as part of the habitat and game management.
- (b) Livestock will be prohibited except as may be

permitted by the Foundation in consultation with the Consultants.

(c) Restrict construction access to roads and construction sites; encourage car pooling of workers; restrict construction activity to limits of development activity envelopes; strictly prohibit firearms and domestic dogs on construction sites.

(d) Prohibit use of the Red Hawk trail system (or portions of the trail system) during critical periods when wildlife will be impacted

(e) All hay stored in the Project, or any lot therein, shall be stored in secured areas.

G. Long Range Program

1. OBJECTIVE #10 Establish provisions for continuation of monitoring, and evaluate and recommend modifications to management plan relative to reducing disturbance to wildlife due to overall human activities.

a. Planned Action

(1) To maintain the dynamic nature of the management plan and assure future owners of a commitment of the developer to a continuing program of wildlife management and enhancement, the following will be addressed:

(a) Performance, financial arrangements and a commitment to complete the items described herein within a period of five (5) years from the date of recording of final subdivision plats for Red Hawk.

(b) A minimum fee of at least \$500 shall be included in the annual assessment to property owners in the CC& R's to carry out the provisions of the wildlife management and enhancement program. The CC& R's shall provide for greater financial participation as may be deemed necessary.

(c) A minimum fine of \$500 shall be imposed on any lot owner who violates the Dog and Cat Restrictions for the Preserve.

(d) Commencing February 1, 1998 and on each anniversary date thereafter the Foundation's Advisory Board shall file a written report with the

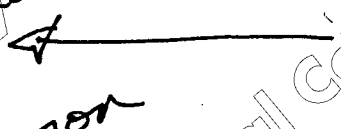
DEPENDS ON WHEN THE CRITICAL PERIODS ARE



OK

OK

DEPENDS ON FINE LIMITATION ON PETS



OK

W



Board of Trustees and with Summit County for review and comment summarizing implementation actions under the Wildlife Management and Enhancement Plan during the preceding year, evaluating such actions, and identifying what modifications, if any, should be made to the Plan during the following year to accommodate new conditions and information. This report will address:

- i) Detailed description of areas manipulated and techniques and materials used (e.g. seed mixes).
- ii) Evaluation of actions to date, including an approximation of the percentage complete to-date of five year plan.
- iii) Summary of monitoring results, observations and recommendations.
- iv) Identification of what modifications, if any, should be made to the plan objectives and actions during the following year to accommodate new conditions and data from monitoring.
- v) Detailed program and description of next year's activities.

MS

OK

(e) To ensure funding of continuing enhancement, Owners will be assessed by the Foundation an appropriate amount, which will be identified for the sole purpose of continuing the intent and objectives of the Plan.

(f) Trustees of the Foundation will take actions as necessary to implement the recommendations of the Consultants.

APPENDIX A

VEGETATION PLAN IMPLEMENTATION - RED HAWK

General Note: The following list identifies those species of trees, shrubs, ground covers, and grasses suitable for seeding or planting in the different habitats as identified. In keeping with the dynamic nature of the work to be performed, the exact quantities, sizes and types of each specie will be modified over time to compensate for actual field test successes, availability and site specific soil tests.

RIPARIAN

Shores and Stream Banks

Trees and Shrubs

- Quaking Aspen
- Blue Spruce
- Narrow leaf Cottonwood
- Alder
- Western Birch
- Chokecherry
- Willow
- Red Haw (Hawthorn)
- Box Elder
- Mountain Maple
- Redberried Elder
- Res-Osier Dogwood
- Golden Currant
- Colorado Currant
- Western Currant
- Marsh Birch

- *Populus tremuloides*
- *Picea pungens*
- *Populus angustifolia*
- *Alnus tenuifolia*
- *Betula fontinalis*
- *Prunus virginiana*
- *Salix spp.*
- *Crataegus erthropoda*
- *Acer negundo*
- *Acer gibrum*
- *Sambucus racemosa*
- *Swida sericea*
- *Ribes aureum*
- *Ribes coloradense*
- *Ribes wolfii*
- *Betula glandulosa*

Forbs and Grass

Streambank Wheatgrass

- Redtop
- Red Rescue
- Big Bluegrass
- Kentucky Bluegrass
- Needlegrass

- *Argopyron dasystachyum* var. *riparium*, variety - *sodar*
- *Agrostis aiba*
- *Festuca rabra*
- *Poa ampla*
- *Poa pratensis*
- *Stipa viridula*

NOT TO BE USED IN STREAMBANKS



Arizona Fescue  
 Sheep Fescue  
 Thurber Fescue  
 Indian Ricegrass  
 Bulbous Bluegrass  
 Canby Bluegrass  
 Canada Bluegrass  
 Sandberg Bluegrass  
 Butterbrush Squirreltail  
 Blue Grama  
 Foxtail Barley

- *Festuca arizonica*  
 - *Festuca ovina*  
 - *Festuca thurberi*  
 - *Oryzopsis hymenoides*  
 - *Poa balbosa*  
 - *Poa canbyi*  
 - *Poa compressa*  
 - *Poa sandbergii*  
 - *Sitanion hystrix*  
 - *Boutelous gracilis*  
 - *Bouteloua curtipendula*  
 - *Critesion jubatum*

**Forbs**

Golden Aster  
 Arrowleaf Balsamroot  
 Kochia  
 Indian Paintbrush  
 Showy Daisy  
 Common Dandelion  
 Paintbrush  
 Wild Strawberry  
 Yarrow

- *Hetherotheca villosa*  
 - *Balsamorthiza sagittar*  
 - *Kochia sieversiana*  
 - *Castilleja spp.*  
 - *Erigeron speciosus*  
 - *Taraxacum officinal*  
 - *Castilleja miniata*  
 - *Fragaria virginiana ssp. ovalis*  
 - *Achilea lanulosa*

**Grass and Forb Seed Mixture**

The following mixture normally applied at a rate of 20 lbs./acre, is beneficial for wildlife and is used successfully by the U.S. Forest Service in the Wasatch National Forest:

**USFS Mix**

10% Slender Wheatgrass  
 2% Orchardgrass, Potomac  
 2% Cicer milk vetch, Monarch  
 10% Timothy, climax  
 2% Creeping foxtail, Garrison  
 20% Smooth brome, Manchar  
 5% Meadow brome, Bromar  
 2% Chewings fescue, Koket  
 10% Kentucky blue grass, Troy  
 5% White Dutch clover



- 10% Creeping red fescue, Fortress
- 2% Birdstoot trefoil, Empire
- 5% Medium red clover, Montrose

The following improved Dryland Mix will be evaluated for use in some areas at the rate of 10 lbs./acre if drilled, or 20 lbs./acre if hydro/broadcast seeded:

Dryland Mix

- 20% Winter Rye
- 20% Smooth brome, Manchar
- 15% Timothy
- 10% Canadian blue grass
- 15% Creeping red fescue
- 10% Hard fescue
- 10% Clover

↳ 10-13 lbs/acre

**Note:** Actual mix makeup will be modified for each specific area and supplemented with fertilization as required, based on physical and chemical makeup of soils as determined by independent soil testing.

Unofficial copy

**RED HAWK WILDLIFE PRESERVE AND SUBDIVISION**

**WILD FIRE PREVENTION PLAN**

**April 8, 1997**

**prepared for**

**RED HAWK DEVELOPMENT, L.L.C.  
2677 East Parley's Way  
Salt Lake City, Utah 84109**

**prepared by**

**JACK JOHNSON COMPANY  
1777 Sun Peak Drive, Suite 200  
Park City, Utah 84098**

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        3 Response Time

        4 Vegetation

        5 Wild Fire Hazard Classification

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## I. PROJECT SETTING

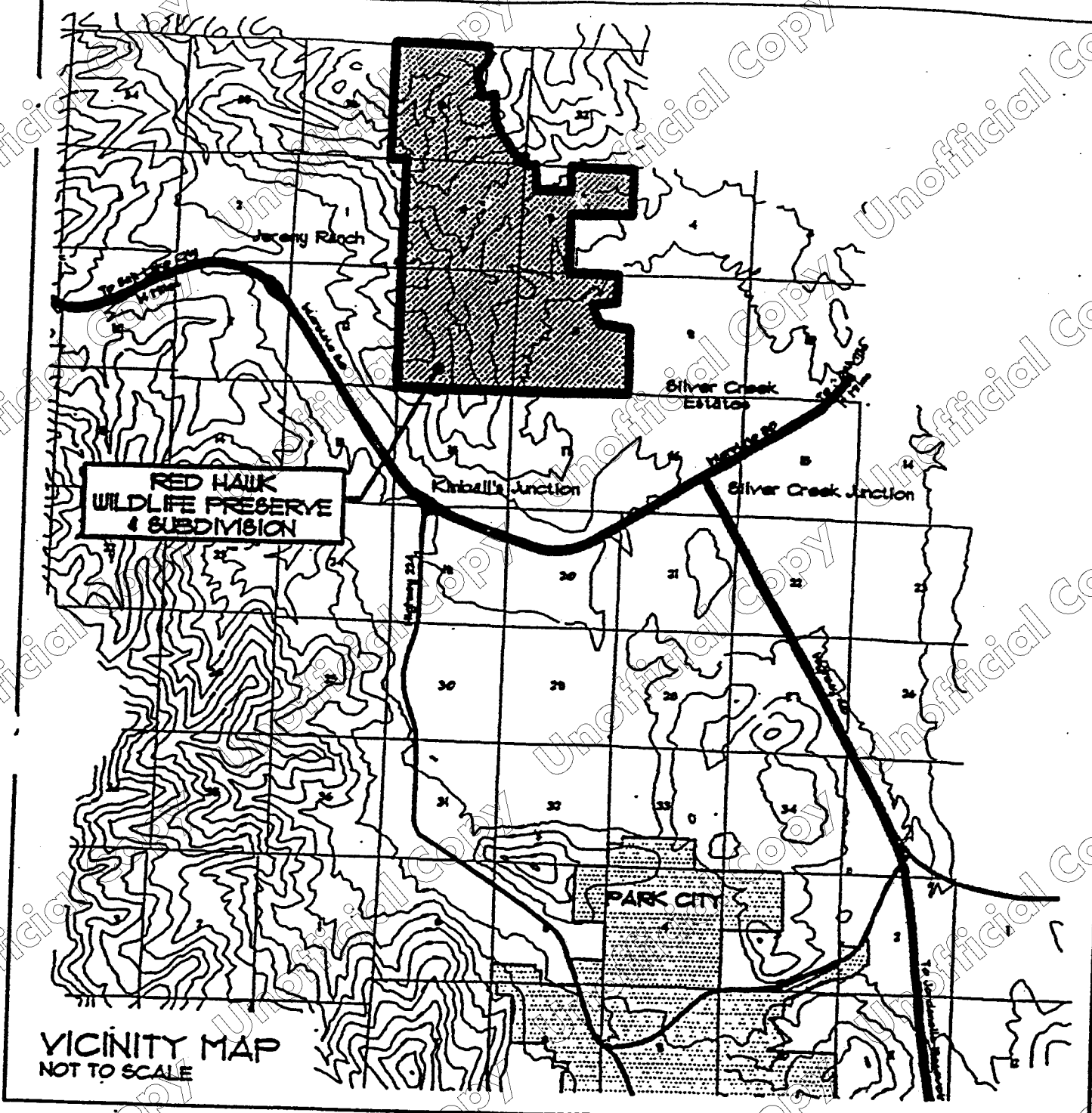
The proposed Red Hawk Wildlife Preserve and Subdivision is comprised of approximately 2,900 acres of gently rolling and mountainous terrain. As shown on the vicinity map below, the project site is located north of Interstate 80 in the Snyderville Basin between Silver Creek Estates and Jeremy Ranch Subdivisions. The property has been historically used for agricultural grazing.

The nearest fire station is the Park City Fire District's Burns Station approximately two miles from the project site. The average slope across the project site is 20% and the prevailing aspect is southerly. There are greater than nine critical fire weather days per year for the project area.

The south, southeast and western slopes of the property are generally of an open, perennial grass/sagebrush vegetation type. Clumps of oakbrush are interspersed within the sagebrush grass in areas of moderate exposure and deeper soils. About one-third of the area is of this vegetative type.

The higher elevations of the central and northern areas of the property is composed of clumps of oak brush and Quaking Aspen, with Quaking Aspen in areas of deeper soils and more favorable micro-climate. The understory vegetation is perennial grass with scattered sagebrush plants. About one-third of the area is in this vegetation type.

At the highest elevations of the northern portions of the property, scattered stands of Douglas Fir interspersed with Quaking Aspen are the dominant vegetation types. The understory vegetation in this area is grass and herbs.



VICINITY MAP  
NOT TO SCALE

## II. POTENTIAL WILD FIRE IMPACTS

On January 7, 1997, an initial wildfire hazard analysis was prepared for the property by Dale Jablonski, Area Manager, from the State Division of Sovereign Lands and Forestry. The wild fire hazard analysis was conducted using the Division of Natural Resource Wildfire Hazard Rating System.

The wildfire hazard rating is intended to provide the developer and prospective homeowner with an indication of the severity of threat to the subdivision from wild fire.

The criteria used to determine the severity of risk is as follows:

- Average slope
- Prevailing aspect
- Critical fire weather days
- Response time
- Vegetation type

According to the wild fire hazard severity scale shown below, the property was initially analyzed using USGS Mapping information which resulted in a wildfire hazard rating point total for the proposed project as follows:

20% average slope	2 rating points
Southerly prevailing aspect	5 rating points
Greater than 9 critical fire weather days per year	5 rating points
15 minute response time	1 rating point
Vegetation type	4 rating points

## WILD FIRE HAZARD SEVERITY SCALE

<b>RATING</b>	<b>SLOPE</b>	<b>ASPECT</b>	<b>WEATHER</b>	<b>RESPONSE</b>	<b>VEGETATION</b>
1	<10	N	<1	<15	Pinyon/Juniper
2	20	E	3	30	Grass/Sage
3	30	Level	5	45	Hardwoods
4	45	W	7	60	Mountain Brush
5	>60	S	>9	>60	Conifers

Ratings: Moderate (5-11); High (12-18); Extreme (19-25)

The wild fire hazard rating point total for the overall project according to that initial analysis was 17, which is classified as a "High" wild fire hazard rating. Appendix A includes the initial Wildfire Hazard Analysis conducted by Dale Jablonski for the project property.

From conducting additional property analysis relative to the fire hazard rating criteria, there are specific areas throughout the project site which are classified as "moderate" and "extreme" fire hazard ratings with the majority of the site being classified as a "high" fire hazard rating as shown on the Wildfire Hazard Classification Map included as Exhibit 5. The Wildfire Hazard Classification Map is a composite of specific site information derived from an analysis of the slopes, prevailing aspect, response time, and vegetation types of the project area as shown on the exhibit maps listed below:

- Exhibit 1      Slope Map
- Exhibit 2      Prevailing Aspect
- Exhibit 3      Response Time
- Exhibit 4      Vegetation Types

As shown on the Slope Map included as Exhibit 1, the majority of the property is comprised of an average slope of 20% with the southern and eastern portions of the

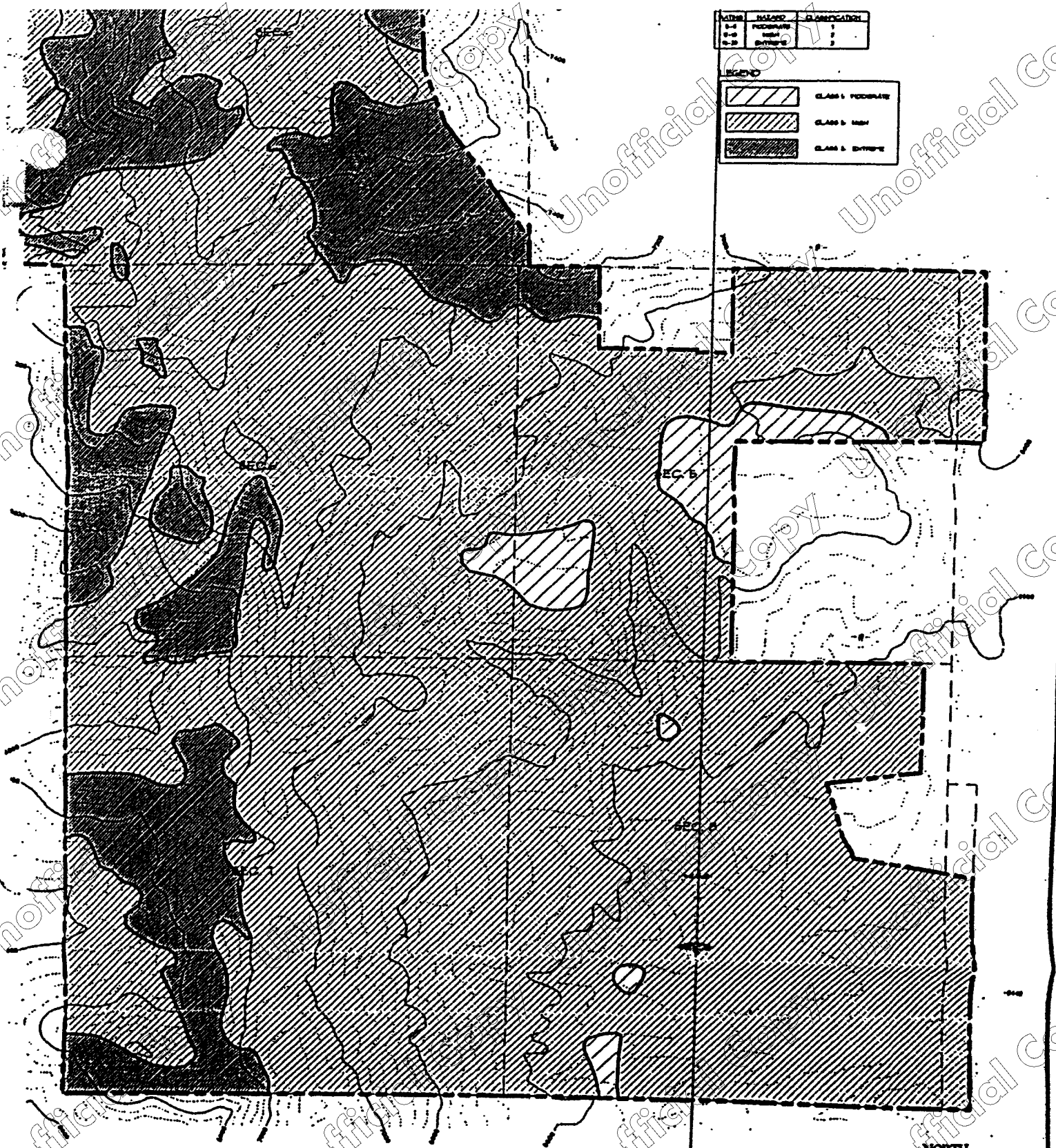
property having an average slope less than 10%. The Prevailing Aspect of the property is south and southeast. However, significant eastern and level aspects occur near the southern property boundary as shown on Exhibit 2 - Prevailing Aspect Analysis Map. Response time for the project area resulted in two categories: 1) 0 to 15 minutes in the southeast half of the property; and 2) 15 to 30 minutes in the northwest portion of the site as shown on Exhibit 3 - Response Time Map. The project area is comprised mostly of a mosaic of vegetation including shrub and tree clumps interspersed with openings of sagebrush and grass that provide natural fuel breaks in the density of plant cover. These breaks provide substantial fire safety as well as being natural escape habitat for wild life. In addition, the property will be grazed by sheep in the fall which will reduce the fuel load of dry grasses.

The wild fire hazard rating of specific areas within the project site, as shown on the Wild Fire Hazard Classification Map included as Exhibit 5 is based on the fire hazard criteria of the severity scale.

CLASS	BASED ON	CLASSIFICATION
CLASS 1	PREDOMINANTLY	1
CLASS 2	MODERATE	2
CLASS 3	EXTENSIVE	3

**LEGEND**

	CLASS 1 - PREDOMINANT
	CLASS 2 - MODERATE
	CLASS 3 - EXTENSIVE



SCALE: 1"=50'

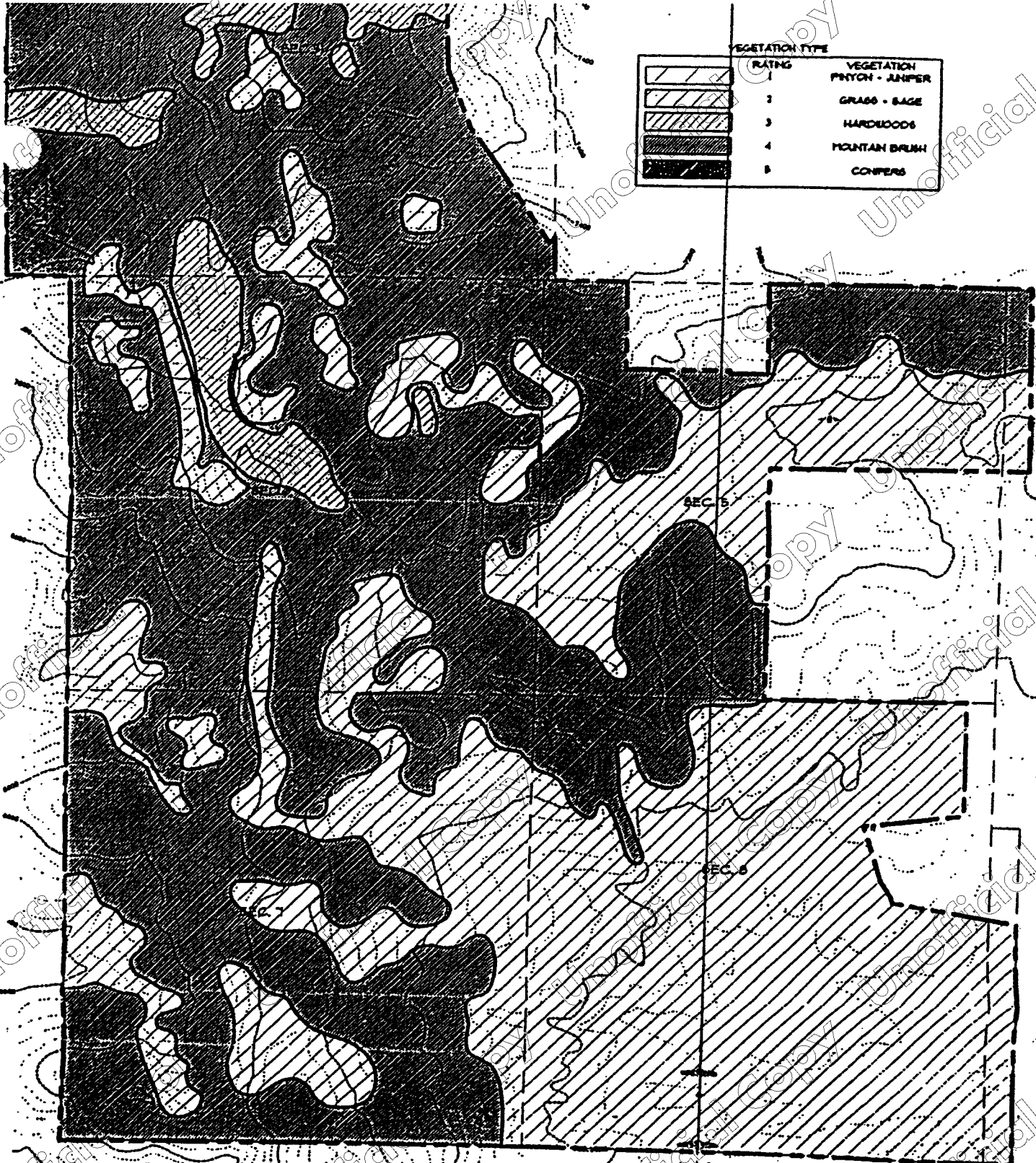
NORTH

**FIRE HAZARD CLASSIFICATION MAP  
EXHIBIT 5**

PREPARED FOR:  
**BOGOBURY CORPORATION**  
 2671 EAST HARLEYS WAY  
 SALT LAKE CITY, UTAH 84103  
 780-488-1118

PREPARED BY:  
  
**THE JACK JOHNSON COMPANY**  
 "LAND SURVEYING"

**RED HAWK  
WILDLIFE PRESERVE  
4 SUBDIVISION**  
BLUFF COUNTY, UTAH



**RED HAWK  
WILDLIFE PRESERVE  
& SUBDIVISION**  
SALT LAKE COUNTY, UTAH



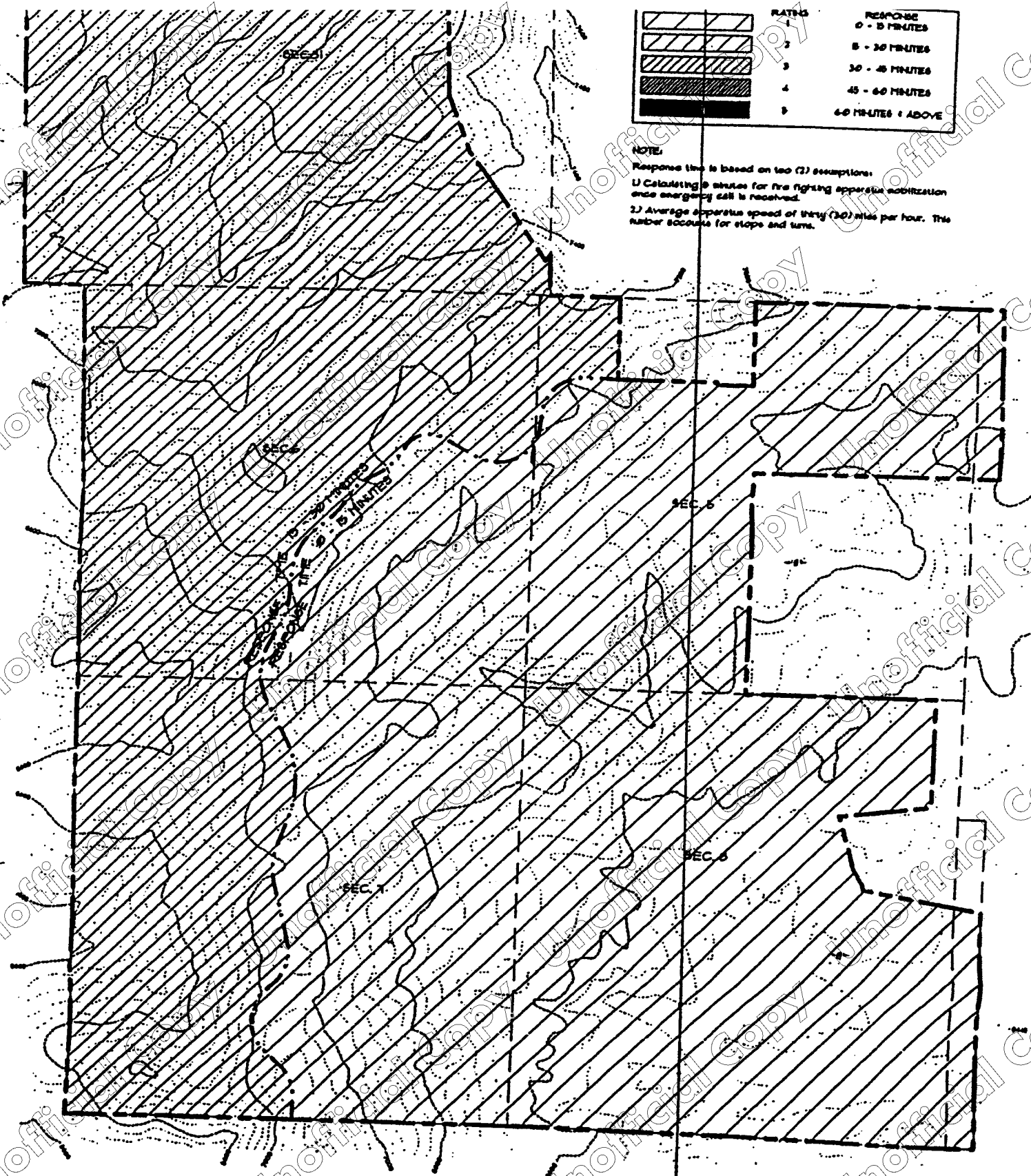
**VEGETATION MAP  
EXHIBIT 4**

PREPARED FOR:  
WOODBURY CORPORATION  
2671 EAST PARLEY'S WAY  
SALT LAKE CITY, UTAH 84105  
780U-48-1110

PREPARED BY:  
**THE JACK  
JOHNSON  
CORPORATION**

RATE	RESPONSE
1	0 - 5 MINUTES
2	5 - 30 MINUTES
3	30 - 45 MINUTES
4	45 - 60 MINUTES
5	60 MINUTES + ABOVE

NOTE:  
 Response time is based on two (2) assumptions:  
 1) Calculating 5 minutes for fire fighting apparatus mobilization once emergency call is received.  
 2) Average apparatus speed of thirty (30) miles per hour. This number accounts for stops and turns.



SCALE: 1"=300'  
  

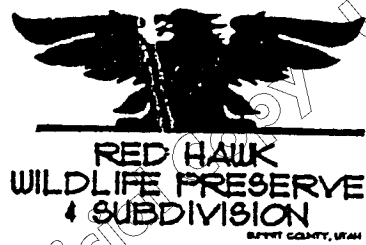

**RESPONSE TIME MAP  
 EXHIBIT 3**  
08/11/10

PREPARED FOR:  
 WOODBURY CORPORATION  
 2671 EAST PARLEY'S WAY  
 SALT LAKE CITY, UTAH 84103  
 (801) 461-1110

PREPARED BY:  
 **THE JACK  
 JOHNSON  
 COMPANY**



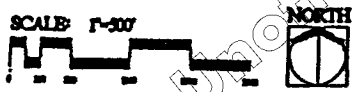
2		EAST
2B		NORTHEAST
3		LEVEL
3B		SOUTHEAST
		WEST
		SOUTH



**PREVAILING ASPECT ANALYSIS MAP  
EXHIBIT 2**

PREPARED FOR: PREPARED BY:

WOODBURY CORPORATION  
26 1/2 EAST PARLEY'S WAY  
SALT LAKE CITY, UTAH 84103  
7600-488-7710



SLOPE LEGEND			
Color	Range Beg.	Range End	Percent
□	0.0%	10.0%	21.3%
□	10.0%	20.0%	27.6%
□	20.0%	30.0%	24.9%
□	30.0%	45.0%	15.3%
■	45.0%	ABOVE	4.6%



**RED HAWK  
WILDLIFE PRESERVE  
& SUBDIVISION**  
BEVER COUNTY, UTAH



**SLOPE ANALYSIS MAP  
EXHIBIT I**

PREPARED FOR:  
WOODBURY CORPORATION  
2671 EAST PARLEY'S BLVD  
SALT LAKE CITY, UTAH 84103  
(801) 486-1110

PREPARED BY:  
 **THE JACK  
JOHNSON  
COMPANY**  
1000 WEST 1000 SOUTH  
SALT LAKE CITY, UTAH 84119

### III. PROPOSED WILD FIRE MITIGATION MEASURES

These proposed wild fire mitigation measures are intended to offset the existing wild fire hazards of the project site as well as the potential fire hazards that may be associated with the proposed development.

#### A. Vegetative Manipulations

1) Fuel Breaks Hazardous fuels in the form of native vegetation including dead, dying and diseased plant materials will be cleared around the perimeter of the development phases to assist in wild fire prevention. Fuel breaks will consist of the following:

- Annual grasses shall be mowed to four inches or less.
- All ground liter will be removed annually.
- Over-matured dead or dying trees shall be evaluated as to their potential to ignite and to carry fire and possibly be removed.
- Fuel breaks may contain individual tree specimen, ornamental plants or other similar vegetation used as ground cover provided they will not provide a means of transmitting wild fire to adjacent native vegetation.
- Fire resistive vegetation will be planted in the fuel breaks to prevent undue soil erosion (see *Appendix, Fire Resistant Vegetation*).
- As part of the recordation plat for the subdivision, a maintained fuel break easement will be dedicated for the benefit of the area forester and will be shown around the perimeter of the development.
- Fuel breaks shall be maintained by the landowner and shall be a part of the CC&R's and monitored by the development's Homeowner's Association.

- The CC&R's for the development shall include enforcing language for the Homeowner's Association to budget for and provide fuel break maintenance services around the perimeter of the development boundary.
- The following chart identifies fuel break clearing limits around development perimeters based on the wild fire hazard rating.

	<i>MODERATE</i>	<i>HIGH</i>	<i>EXTREME</i>
<i>DEVELOPMENT PERIMETERS</i>	None	75 feet	100 feet

- 2) Defensible Space In addition to the development perimeter fuel breaks, defensible space around structures shall be provided to reduce the wild fire threat. The defensible space includes three zones as described below:

Zone A (0 to 5 feet from the structure)

(The purpose of Zone A is to have the least flammable-type of landscaping immediately adjacent to the structure to prevent ignition from fire and direct exposure from flames.)

- All dead trees, shrubs and branches shall be removed.
- Native trees and shrubs with the exception of a few well-maintained specimen trees shall be removed.
- Low-growing vegetation with high-moisture content such as flowers and ground cover shall be planted and irrigated, if necessary.
- If mulches are used within this zone, rocks shall be used as mulch adjacent to the structure.

**Zone B** (5 to 30 feet from the structure)

(The purpose of Zone B is to provide an area where fire fighters can defend the structure and where fuels have been substantially reduced.)

- All dead trees, shrubs and branches shall be removed.
- Small groups of existing native shrubs may remain.
- All other native shrubs shall be removed.
- At least 10 - 15 foot separation between individual shrubs and /or groups of shrubs shall be provided.
- Native trees are allowed so long as there is a large separation between the crown of adjacent trees and ladder fuels are removed (lower tree branches 10 to 15 feet from the ground shall be removed).
- Bare ground in this Zone is unacceptable because of soil erosion concerns
- Use of wild flowers, ground covers, erosion control grasses, low-growing deciduous shrubs and mulches are acceptable in this zone
- Plants shall be kept green during the fire season using supplemental irrigation if necessary
- A few deciduous shrubs such as specimen plants are acceptable

**Zone C** (30 to 100 feet from the structure)

(The purpose of this Zone is to reduce fire intensity and flame length by modifying the native vegetation.)

- All dead trees and shrubs shall be removed.
- Dead branches from shrubs and trees shall be removed.
- Shrub height shall be reduced.
- Ladder fuels shall be removed.
- Dense stands of timber shall be thinned to provide for separation between crowns
- Dead woody material lying on the ground shall be removed.
- Thick and continuous stands of shrubs shall be broken up by removing strips of shrubs along the contour of the slope
- On steep slopes the distance for Zone C shall be extended. If the slope is greater than 30%, the distance shall be extended to approximately 100 feet. For slopes greater than 50% the distance shall be extended to approximately 250 feet.

3) Lot Size Lots vary in size from a minimum of 10 acres to 150 acres. Building pads on each lot, regardless of lot size, will be at least one acre to provide adequate opportunity for defensible space around structures. All building activity will occur within the Limits of Disturbance of the building pads.

4) Chimney, Stovepipes, and Outdoor Fireplaces All fuels will be removed to a minimum of ten feet around all chimneys, stovepipes, and outdoor fireplaces. Any solid or liquid burning appliance shall have a spark arrester or screen equipped on stove pipes and chimney outlets.

5) Dead Vegetative Materials All trees and shrubs left in the fuel breaks and defensible space areas for aesthetic reasons will be kept free of dead, diseased or dying wood.

**B. Building Materials**

- 1) Roof and Exteriors Roofs will be constructed of U.L. listed Class "A" fire-rated roofing materials, non-combustible and non-reflective materials. Examples of this may include asphalt shingles, tile roofing, metal roofing, sheet iron or aluminum. The subdivision CC&R's will reflect the type of building materials required for use and specify materials prohibited. The exterior base material of each structure shall be non-combustible with a minimum height of four feet from finished grade.
- 2) Structural Projections Structural projections such as balconies, decks, and roof gables will be constructed of fire resistant materials or materials treated with fire-retardant chemicals.

**C. Disposal of Flammable Solid Wastes**

- 1) Vegetation All vegetation such as trees, branches, limbs, stumps, exposed roots, and brush disturbed during construction will be disposed of by chipping, composting, burial or removal.
- 2) Construction Materials Excess flammable construction materials will be disposed of by burial, removal or other means as specified by the local governing authority.

**D. Road Specifications**

- 1) Road Dimensions Roadways serving the residences of the Red Hawk Ranch Wild Life Preserve and Subdivision shall be improved to a minimum 20-foot width, 16 feet of asphalt pavement and a 50-foot right-

of-way. All roads and driveways shall have an unobstructed vertical clearance of 13 feet 6 inches.

- 2) **Cul-de-sacs** Cul-de-sacs shall serve no more than 20 lots unless otherwise approved by the Park City Fire Service District. Cul-de-sacs will be designed with a minimum road width of 20 feet with 16 feet of asphalt paving, and have a turn-around of not less than 60 feet in diameter. All cul-de-sacs shall include signage that identifies the road as a dead-end road. The signage shall be located within 50 feet of the outlet. In addition, two signs shall be placed on the connecting road indicating that the next turn is a dead-end road.
- 3) **Road Grades** Maximum road grades shall be 8 percent provided however, that road grades in excess of 8 percent up to the maximum of 12.5 percent may be allowed for short distances when in the opinion of the County is for the best interest for reasons of safety and protection of the environment. The increased road grade shall also be reviewed by the Park City Fire Protection District and Wild Land Fire Protection manager for approval.
- 4) **Road Maintenance** The CC&R's for the development will include enforcing language for the Association to budget for and provide snow removal and road maintenance services.
- 5) **Roadway Construction** All roadways shall be constructed to Summit County Standards for the project with respect to road base, location and radius of curvature. All road surfaces shall be capable of providing all weather year-round access.



- 6) **Road Identification** Roads will be uniquely named or numbered and visibly signed as such at each road intersection. Lots will also be uniquely numbered on each road and visibly signed as such. A map of the development with road and lot designation will be furnished to all local fire authorities.
- 7) **Bridges and Culverts** Bridges and culverts will be constructed to support a gross vehicle weight of 40,000 pounds. The vehicle load limits shall be posted at the bridge or culvert. Permanent culverts will be installed at all intermittent and perennial stream crossings. Specifications for bridges, culverts, and other stream crossing devices shall take into account at least the 25-year frequency storm and upstream debris hazard. If the development is within the 100-year flood plain, then the 100-year frequency storm shall be used in drainage design.
- 8) **Gates** All posts for gates on private driveways and roads shall be four-feet wider than the approved road width. All gates shall be located at least 15 feet from the right-of-way and shall open inward allowing a vehicle to stop while not obstructing traffic on the major or minor roads. Should gates be electronically operated, a receiver shall be installed that would permit emergency service access with a transmitter. If the gate can be locked, a lock-box or other access device shall be approved by the Park City Fire Service District, Summit County Sheriff and the Lands Fire Manager, and shall be located on the exterior side of the gate to provide for emergency equipment access to the property through the gate.
- 9) **Snow Removal and Road Maintenance** Snow removal and road maintenance on private roads shall be the responsibility of the development's Homeowner's Association and will be noted as such on the recordation plat. The CC&R's for the development will include enforcing

language for the Association to budget for and provide snow removal and road maintenance services.

- 10) Existing Roads All trails and dirt or gravel roads within the project area shall serve as emergency fire exit roads. Existing roads shall also serve as natural fire break areas throughout the project area.
- 11) Driveways The maximum grade of any driveway shall not exceed 10 percent. However, 12 percent grades may be allowed for a maximum of 250 lineal feet. The minimum width of any driveway shall be 12 feet. All driveways whether or not locked by a gate shall include an approved turn-around for emergency vehicles where the driveway meets the building pad and every 400 feet for long driveways. The minimum unobstructed vertical clearance shall be 13 feet 6 inches.

E. Water and Water Supply

*no*  
The water main lines proposed to serve the subdivision shall be 6 inches in diameter. Water sources shall be either individual on each lot or with shared wells to provide the required culinary water and assist with the fire flow. In addition, 10,000 gallon underground water storage tanks will be installed for fire fighting purposes. The underground tank shall have a dry hydrant installed to provide quick access for fire fighting purposes. The proposed development will also include retention ponds accessible by fire apparatus with a minimum of 10,000 gallons of water storage. All dry hydrants shall be located not less than 150 feet from the residences. Adequate road access to enable fire apparatus to utilize dry hydrants shall be provided. Regular maintenance to ensure dry hydrant performance and prevent overgrowth of road access and dry hydrants shall also be undertaken. The CC&R's of the subdivision shall include enforcing language to ensure dry hydrant performance and the prevention of overgrowth of the road

*no*  
*no*

access and dry hydrant pads. Single family water systems shall have a minimum flow of 15 gallons per minute at an operating pressure of 50 pounds per square inch. Each dwelling shall be served with a minimum 1 inch lateral line. A minimum of one exterior freeze-proof tap will also be installed to provide protection for all sides of the building and roof.

**F. Inspections**

The Park City Fire Service District shall perform fuel break and individual lot inspections to verify compliance with these standards as outlined. The inspections shall be accomplished prior to building occupancy.

APPENDIX A



State of Utah  
DEPARTMENT OF NATURAL RESOURCES  
DIVISION OF SOVEREIGN LANDS AND FORESTRY

Michael O. Leavitt  
Governor  
Ted Stewart  
Executive Director  
Arthur W. DeFauk  
State Forester/Director

Northeast Area  
152 East 100 North  
Vernal, Utah 84078-2110  
801-781-5463  
801-789-8343 (Fax)

January 7, 1997  
Greg Schmidt, Project Leader  
Red Hawk Wildlife Preserve & Subdivision  
2677 East Parleys Way  
Salt Lake City, Utah 84109

Re: Wildfire Hazard Analysis; Red Hawk Wildlife Preserve

Dear Mr. Schmidt,

In reviewing the development proposal for the proposed Red Hawk Wildlife Preserve and subdivision I have the following comments and recommendations regarding mitigation of the wildfire hazards.

At the present time the proposed subdivision does not comply with established standards and sufficient capacity does not exist to adequately mitigate wildfire hazards.

Wildfire Hazard Rating:

The Wildfire Hazard Rating for a subdivision is intended to provide a developer and perspective home owners with an indication of the severity of threat to the subdivision from wildfire. The criteria used in determining the severity of risk is found below. These criteria are taken from the Division's publication: "Wildfire Hazards and Residential Development", the 1994 Uniform Fire Code, and from NFPA standard 299.

The review of the site map of the proposed Red Hawk Wildlife Preserve and subdivision identifies the following conditions:

Average Slope: 20% (2 rating points)

Prevailing Aspect: Southerly ( 5 rating points)

Critical Fire Weather Days: > 9 Days/year (5 rating points)

Response Time: 15 minutes re: Park City Fire District's Burns Station ( 1 rating point)



Vegetation: Avg. Sage/Grass/Mountain Brush/Conifers/Hardwoods (4 rating points)

Roof and Siding Materials: Roof types and sidings materials are not included in compilation of Hazard Rating.

Rating Point Total: 2+5+5+1+4=17 points\*

Wildfire Hazard Rating for the Red Hawk Wildlife Preserve and subdivision:

**HIGH**

Wildfire Hazard Severity Scale

Rating	Slope	Aspect	Weather	Response	Vegetation
1	<10	N	<1	<15	Pinyon Juniper
2	20	E	3	30	Grass/Sage
3	30	Level	5	45	Hardwoods
4	45	W	7	60	Mountain Brush
5	>60	S	>9	>60	Conifers

Ratings: Moderate (5-11) High (12-18) Extreme (19-25)

Hazard Mitigation Recommendations:

Water Supply

The proposed development guidelines call for water main lines to be a minimum of six inches in diameter with an approved fire hydrant. It further calls for the residence to be sprinkled with approved systems. Both of these guidelines are commendable.

However, no specifications for fire flow are discussed. The Uniform Fire Code has determined the minimum fire flow requirements of 1,000 gallons per minute for a two hour fire flow with 20 pounds of static pressure. This requirement is for residential structures less than or equal to 3600 square feet and must be above daily consumption needs. For residential structures greater than 3600 square feet the minimum fire flow increases to 1500 gallons per minute.

A reduction of up to 50% as approved by the chief can be allowed if the building is provided with an approved automatic sprinkler system.

Each single family dwelling to be provided with water mains with a minimum diameter of 1 inch. A minimum of one exterior, freeze proof tap will be provided to permit hose protection for all sides of the building and roof. Single family water systems to have a minimum flow of 15 gallons per minute at an operating pressure of 50 pounds per square inch.

The proposed subdivision also calls for the construction or enhancement of ponds. Whenever possible these ponds should be accessible by fire apparatus. This provides additional water resources that will be needed for fire protection.

Roads:

The review of the lot map shows does show at least two dedicated roads to provide ingress and egress. This is commendable.

Road Width/Grade/Vertical Clearance:

Road widths on primary roads should not be less than 30 feet with a 60 foot right of way.

A primary issue for concern has to do with the subdivision's proposed development guidelines for driveways. The guidelines identifies a width of 16 to 25 narrow as 8 feet for the private drives leading to the proposed structures.

The Uniform Fire Code specifies that roads to be utilized for fire apparatus access shall have a minimum width of 20 feet and vertical clearance from overhead obstructions should be a minimum of 13 feet 6 inches.

Fuel Breaks:

The proposed Red Hawk Wildlife Preserve and subdivisions are located in a transition wildland area. Fuels are a mixture of oakbrush/mtn maple, Aspen, and mixed conifers. The slopes from the adjacent drainage ( Parley's canyon) provide conditions for a wildfire to exhibit increased rates of spread and add to the difficulty of control problems.

<sup>1</sup>Wildfire Hazards and Residential Development.

<sup>2</sup>1994 Uniform Fire Code

### Fuel Breaks/Perimeter

Given the highly flammable fuel type this proposed subdivision will be located in; fuel breaks will definitely be needed around each structure and vegetative manipulation in the form of a fuel break should be installed around the perimeter of each phase of the subdivision. The perimeter fuel break should be at least 50 feet of vegetation manipulation on the subdivision perimeter. This should be done before the subdivision is turned over to the home owners association.

A fuel break along the perimeter of the subdivision is deemed particularly critical due to it's location, and past fire history, slope, vegetation, and topographic location. The establishment of a recreational trail system and the existence of a large area of undevelopable "open space" provides the opportunity to implement this.

Perimeter fuel breaks need not be unsightly "highways". The construction of a perimeter fuel break can be implemented utilizing existing islands within the oakbrush vegetation. Several examples of landscaped perimeter fuelbreaks exist nearby.

### Fuel Breaks/Structures ie "Defensible Space:

The subdivision development guidelines on page 9 in discussing wildfire management measures propose that structures shall be surrounded by a zone 10 feet wide that is "substantially devoid" of trees, shrubs and tall grass that are considered high in fuel content. Who makes this determination? The guidelines further specifies that within 30 feet of all structures existing trees and shrubs should be thinned to minimized fuel.

The Defensible Space mitigation recommendations in the Division's publication for Fuel breaks around structures should be 50 feet. Creation of "Defensible Space" around structures can and should be required prior to the occupancy of the home and can and should be incorporated into the covenants, conditions and restrictions of the proposed home owner's association. The determination of which vegetation should be removed should be the responsibility of the Summit District Fire Warden or Area Manager.

Without "Defensible Space" fire fighters must perform "triage" to determine if a house can be safely defended. If it cannot or work cannot be done prior to fire impingement, fire personnel will move on to homes which can be defended.

A fuel break around structures need not be a "clear cut" zone. By breaking up fuel continuity a fuel break can have the appearance



of a nicely landscaped lot. We have numerous examples of homes where defensible space has been created.

The threat from wildfire is a very real one. It is not a matter of "if" but "when". In recent years several wildfires have occurred adjacent to the proposed development. The loss of structures was narrowly averted on each occasion only by the rapid mobilization of large amounts of apparatus in addition to those from the nearby fire station. This can not always be expected during times of high fire activity.

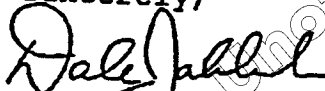
Wildlife Management and Enhancement Plan

In reviewing the wildlife plan I noticed the anticipated use of prescribed fire. The use of this tool can be beneficial but must be used with caution and in accordance with existing state statutes. Our division can offer assistance in the planning and execution of prescribed fires. We are also the agency responsible for issuance of required burning permits.

The plan also mentions manipulation of existing oak and aspen forest resources to enhance wildlife values. It is strongly recommended that the decision to undertake thinning activities is based on analysis of inventory data. This is another area the division can provide assistance. We also administer a cost share program entitled the Stewardship Incentives Program. The proposed wildlife preserve could be eligible for assistance through this program.

The degree of unacceptable risk to future residents and fire fighters can be reduced through the adoption of these recommendations. If you have any questions or if I can be of further assistance please let me know.

Sincerely,



Dale Jablonski  
Area Manager

DJ/djj  
enc

**APPENDIX B**

**FIRE RESISTANT VEGETATION**

## **FIRE RESISTANT VEGETATION**

The following is adopted in part from a USDA Forest Service Research Paper by Eamor Nord and Lisle Green, published by Pacific Southwest Forest and Range Experiment Station, Riverdale, California.

As previously defined, fire resistant vegetation consists of grasses, forbs, shrubs, and trees that do not readily ignite and burn when subjected to fire because of the inherent physiological characteristics of the species such as heat content, chemical composition, moisture content, fuel arrangement, and fuel loading.

Plants to be used primarily for fire hazard reduction must meet more stringent requirements than for other uses. Plants should fulfill most of these criteria:

- 1) **Low Volume** - Amount of woody and herbaceous material produced over a period of years, not just current production.
- 2) **Adaptability** - Must be adaptable to dry sites and to a moderately broad range of elevations, aspects, temperatures, and soils.
- 3) **Growth Form** - Low-growing, prostrate shrubs that creep along the ground are best.
- 4) **Reproduction** - Species or varieties which reproduce vegetatively as well as by seed. Preferred plants can be established on wildland sites by direct seeding. Other methods are more costly.
- 5) **Root Systems** - Deep, multiple-branched, and fast growing root systems.

- 6) **Relative Flammability** - Plants containing high moisture content in foliage, preferably over 75 percent during the summer season, are preferred. High moisture content is frequently correlated with salt or ash content of the foliage.

7. **Palatability** - Desirable except during the establishment stage when grazing, browsing, or clipping by livestock or wildlife can destroy young plants.

Following is a brief guide to vegetation that should be used in fire hazard reduction plantings.

**A. Grasses and Forbs**

Orchard grass (*Dactylis* spp.)

Kentucky bluegrass (*Kentucky bluegrass* spp.)

Rye grass (*Lolium* spp.)

White clover (*Tri folum* spp.)

Alfalfa (*Medicago* spp.)

Crested wheatgrass (*Agropyron* spp.)

Manzarita (*Arcto staphylos* spp.)

Other perennial grasses

**B. Shrubs**

Salt bush (*Atriplex* spp.)

Bitter brush (*Purshia* spp.)

Sand cherry (*Prunus besseyi*)

Lilac (*Syringa vulgaris*)

**Bladdersenna (*Solutea arborescens*)**

**C. Broadleaf Trees**

**Aspen (*Populus tremuloides*)**

**Box elder (*Acer negundo*)**

**Cottonwood (*Populus* spp.)**

**Black locust (*Robinia pseudoacacia*)**

**Willow (*Salix* spp.)**

Unofficial copy

**RED HAWK WILDLIFE PRESERVE  
DECLARATION OF COVENANTS, CONDITIONS,  
AND RESTRICTIONS**

**May 20, 1997**

**00479290 Bk01048 Pg00216-00263**

**ALAN SPRIGGS, SUMMIT COUNTY RECORDER  
1997 MAY 21 11:50 AM FEE \$136.00 BY DMG  
REQUEST: REDHAWK DEVELOPMENT LLC**

Unofficial copy



March 3, 1997

**RED HAWK WILDLIFE PRESERVE**

**DEVELOPMENT GUIDELINES**

## **THE RED HAWK VISION**

The Red Hawk Wildlife Preserve ("Red Hawk") is being developed in such a way as to preserve and protect, to the largest extent feasible, the natural beauty, serenity, views, environment and ecosystem of the area, specifically including the native wildlife and vegetation and natural land. Red Hawk places a high value on minimizing the impact of the project on native wildlife and the ecosystem of Red Hawk, on fellow Red Hawk Owners, and on surrounding neighbors and other residents of Summit County.

In addition to these development guidelines, Red Hawk has developed a Wildlife Management and Enhancement Plan designed to protect and promote the native wildlife and vegetation within the environs of Red Hawk. Red Hawk's vision includes preservation of an area where wildlife and a few humans can live in harmony and with respect toward the land and its inhabitants.

## **INTRODUCTION TO THE DEVELOPMENT GUIDELINES**

This document comprises development guidelines for owners, architects, designers, contractors and others involved in the design, specifying and construction of new homes and ancillary structures at Red Hawk. Its purpose is to present a standard of quality of materials, forms, and details that will ensure that structures at Red Hawk will be an expression of the overall objective of the development as a nature preserve where homes of lasting quality will blend with the natural beauty of the land forms, trees, water ways, and native flora.

The Summit County/Wasatch County area has experienced a major transformation over the past 20 years as native Utahns and newcomers from all parts of the USA have been drawn to the natural beauty of the place with attendant prospects for individual and family recreation. The area is unique as a "weekend get away" place for many of the (1.5) million residents on the Wasatch Front areas of Provo, Salt Lake City, and Ogden, Utah. The area is also a highly accessible vacation site for thousands of individuals from California to New England. Names such as Park City, Deer Valley, Jeremy Ranch, Park Meadows, The Homestead, Jordanelle State Park all invoke impressions of major development for recreational facilities and a wide variety of first or second mountain home sites. Some of the new facility development in these sites has been constructed in conformance with very high standards of quality of materials, form and design. Red Hawk is to be developed in conformance with the highest of these standards for three specific reasons:

1. Nature
2. Life Cycle Value
3. High Standards work to the benefit of all.

To ensure that each new development at Red Hawk is an enhancement of the land forms and natural environment, a design review process has been implemented. This process will consist of the following: