

WHEN RECORDED RETURN TO:

**Summit County Clerk
Summit County Courthouse
60 North Main
Coalville, Utah 84017**

**00744847 Bk01719 Pg01576-01639
ALAN SPRIGGS, SUMMIT CO RECORDER
2005 JUL 28 10:50 AM FEE \$1.00 BY GGB
REQUEST: SUMMIT COUNTY CLERK**

**DEVELOPMENT AGREEMENT FOR THE SUMMIT BUSINESS PARK
SUMMIT COUNTY UTAH**

This Development Agreement (the "Agreement") is entered into this 27th day of July, 2005 by and among The Burbs, L.L.C., a Utah limited liability company, the owners of certain undeveloped real property in the Snyderville Basin, Summit County (the "Developer") and Summit County, a body corporate and politic of the state of Utah, by and through its Board of County Commissioners (the "County").

**Article 1
DEFINITIONS**

- 1.1 **Architectural Design Standards** means those requirements governing the architectural design of structures and the development of other improvements on the Property.
- 1.2 **Agreement** means and refers to this Development Agreement.
- 1.3 **Board of County Commissioners or Board of Commissioners** shall mean the Board of County Commissioners for Summit County, State of Utah.
- 1.4 **Building Permit** means a permit issued pursuant to the requirements of the Snyderville Basin Development Code, Uniform Building Code and related building codes as applicable in the Snyderville Basin Planning District, including permits for grading, footings and foundations and construction of other improvements.
- 1.5 **Code** means the Snyderville Basin Development Code.
- 1.7 **Construction Plan** means the maps or drawings accompanying a final subdivision plat or site plan and showing the specific location and design of improvements to be installed on the site in accordance with the conditions of approval of the site plan or plat.
- 1.8 **County** means Summit County, a political subdivision of the State of Utah, by and through its Board of County Commissioners.

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- 1.9 **County Commission** means the Board of County Commissioners of Summit County, State of Utah.
- 1.10 **Developer** means and refers to The Burbs, L.L.C., a Utah limited liability company or its successor or successors in interest.
- 1.11 **Development Improvements Agreement** means an agreement incorporating approved development plans and by which the developer covenants to complete all required development improvements no later than twenty-four months following the date upon which the final site plan is approved unless an extension is permitted by the Board upon written request of the Developer, which requested extension will not be unreasonably refused. The agreement must be approved by the Board of Commissioners and may also require the developer to complete and dedicate public improvements. Such agreements are generally governed by Title 10, Chapter 6 of the Summit County Code.
- 1.12 **Director** means the Summit County Community Development Director.
- 1.13 **Effective Date** means the effective date of the Summit County Ordinance that approves this Agreement.
- 1.14 **Exhibit** means an exhibit in this Development Agreement.
- 1.15 **Final Subdivision Plat or Site Plan** means the final subdivision plat or site plan establishing detailed development layout, and other development details.
- 1.16 **General Plan** means the Snyderville Basin General Plan of Summit County.
- 1.17 **Grading Permit** means an excavation permit as defined in the Summit County Code, Title 7, Chapter 2. Said permit shall not be issued until full compliance with Title 10, Chapter 10 of the Summit County Code and other applicable regulations.
- 1.18 **Land Use Laws** means zoning, subdivision, development, growth management, platting, environmental, open space, transportation and other land use plans, policies, ordinances and regulations existing and in force for the County as of the date of this Agreement, and as may be amended from time to time.
- 1.19 **Landscaping Plan** means the landscaping plan for the Property.
- 1.20 **Lighting Plan** means the lighting plan for the Property.

- 1.21 **Low Impact Development** means when specifically designated as a Low Impact Activity in this Agreement, such uses shall be subject to a Low Impact Permit review and approval by the Director in accordance with the provisions in the Code and the exhibits to this Agreement.
- 1.22 **Master Plan** means the comprehensive plan, set forth in this Agreement and its exhibits which designates development parameters, land use locations, densities, neighborhood amenities and trails, and open space within the Property, the approximate location of Project amenities which service the Property, phasing and other matters involving the Project and development of the Property.
- 1.23 **Open Space** means land which is unoccupied or unobstructed by any above ground buildings and is meaningful in nature; namely, open space that is continuous and not unduly broken up by structures or other development configurations.
- 1.24 **Planning Commission** means the Snyderville Basin Planning Commission of Summit County.
- 1.25 **Project** means the development project, approximately 48 acres, to be developed on the Property pursuant to this Agreement and referred to herein as the "Summit Business Park."
- 1.26 **Property** means approximately 90 acres of land, and the appurtenant real property rights located in Summit County, Utah, the legal description of which is shown in Exhibit A of this Agreement, and includes the Summit Business Park.
- 1.27 **Public Facilities** means the arterial and access roads and the other public infrastructure or public service facilities serving the Property.
- 1.28 **Service Commercial** means light industrial uses as identified in the Snyderville Basin Development Code.
- 1.29 **Staff** means the planning staff of Summit County, State of Utah.
- 1.30 **Summit Industrial Park** shall mean and refer to the currently existing industrial property constituting approximately 53.17 acres adjacent and to the south of the Property on the majority of which has been constructed industrial uses. Summit Industrial Park will be subdivided as set forth in Exhibit B hereto.

Article 2 RECITALS

2.1 Developer is the owner of approximately 90 acres of Property located near the Intersection of US Highway 40 and State Highway 248 (Quinn's Junction) in the Snyderville Basin of Summit County. Approximately 48 acres of the Property, which is referred to as the Summit Business Park, are now zoned as Service Commercial.

2.2 The Summit Industrial Park is approximately 53.17 acres of industrial development. The developed acreage is broken down into fifteen (15) different parcels, ranging in size from one (1) acre to 13.6 acres. These parcels are now owned by multiple property owners. While some of the parcels in the area are recognized by Summit County as legal lots of record, some are not. The parties contemplate recordation of an official subdivision plat of Summit Industrial Park in substantially the form of Exhibit B hereto.

2.3 Developer proposes to formalize the Summit Industrial Park as referenced in paragraph 2.2 above and cause the cleanup of the site as described in Exhibit D.

2.4 In 2003, Summit County undertook a comprehensive analysis of the Quinn's Junction area. The findings of this analysis included the possibility of industrial area expansion in the area.

2.5 On December 22, 2004, the Board of Summit County Commissioners created a Service Commercial Zone District (Light Industrial) and on December 22, 2004 and March 30, 2005 rezoned approximately forty-eight (48) acres of the Property, which constitutes the Summit Business Park, to that zone district.

2.6 The Snyderville Basin Planning Commission of Summit County, Utah, reviewed at a public hearing Developer's Application and a proposal for development pertaining to the Property and the Project on February 22, 2005. Thereafter it forwarded a positive a recommendation on said application to the Summit County Board of Commissioners on February 22, 2005, and on the Development Agreement on June 28, 2005. Following receipt thereof, the Board of County Commissioners held a public hearing on March 30, 2005 to consider evidence and public comment on the application, and thereafter considered the Development Agreement on July 20, 2005.

2.7 Summit County, acting pursuant to its authority under Utah Code Ann. § 17-27-101, *et seq.*, the Code, and the General Plan, has made certain determinations with respect to the Property, and in the exercise of its legislative discretion, has elected to process the development of the Property pursuant to its Code and General Plan, resulting in the negotiation, consideration and approval of this Agreement, after all necessary public hearings in accordance with state law.

**Article 3
FINDINGS**

The Board of County Commissioners, acting in its legislative capacity, has made the following determinations with respect to the Project, including all of the findings of fact and conclusions of law necessary to make each of the following findings and determinations:

3.1 The Project has received a recommendation as to its development proposal by action of the Snyderville Basin Planning Commission taken on February 22, 2005, and the Development Agreement on June 28, 2005.

3.2 The Board of County Commissioners, during a lawfully advertised public hearing on March 30, 2005, approved the Project under the process and procedures set forth in the Code. The terms and conditions of approval are incorporated in this Development Agreement.

3.3 In making such approval, the Board of County Commissioners has made such findings of fact and conclusions of law as are required as a condition of the approvals, as reflected in the staff recommendation adopted with any modifications and reflected in the minutes of the above-referenced public meetings, and as reflected by the other Recitals and Findings enumerated herein.

3.4 The Board of County Commissioners acting pursuant to its authority under Utah Code Ann. § 17-27-101 *et seq.*, as well as its regulations and guidelines, in the exercise of its legislative discretion, has determined that the Project is exempt from the application of the Code solely to the extent that such a finding may be a condition precedent to approval of this Development Agreement. Where there is a direct conflict between an express provision of this Agreement and the Code or General Plan, or other land use laws, this Agreement shall take precedence; otherwise, the Code, General Plan or other land use laws shall control.

3.5 The Board of County Commissioners has determined that this Project is generally consistent with the Snyderville Basin General Plan.

**Article 4
THE PROJECT**

4.1 Description of the Project. The Project covered by this Development Agreement is located near the intersection of US Highway 40 and State Highway 248 (Quinn's Junction), Snyderville Basin, Summit County. The Project constitutes approximately 48 acres of the approximately 90 acre Property and is adjacent to the Summit Industrial Park. The Project (the Summit Business Park) has recently been designated as Service Commercial. The Project is shown on the Final Subdivision Plat. Also designated on the Final Subdivision Plat is the portion of the Property which remains as open space (see Article 4.7.6.7. below).

4.2 Legal Description of the Property. The legal description of the Property, upon which the Project is located, is set forth on Exhibit A hereto. No additional land may be added to the legal description of the Property for the Project for purposes of this Agreement, except by written amendment signed by the parties hereto. Unless expressly set forth herein, this Agreement shall not affect any land other than the Property.

4.3 Approved Use, Density and Configuration. This Development Agreement shall, subject to the conditions and requirements hereof, vest with respect to the Project, and any successor owners of the Property or Project, or any part thereof, including the uses, densities, configurations, massing, development standards, processes, building heights and sizes, park and trail placement and designs, and road curb cuts and connections, and other improvements, as reflected in the Final Subdivision Plat, exhibits and all other provisions of this Agreement. Exhibits A through F shall be deemed a part of this Agreement and shall be binding upon the parties.

4.4 Permitted Uses and Densities. Approximately 48 acres of Service Commercial (the Project) on the Property.

4.5 Development Configuration of the Project. The development configuration of the Project is specifically shown in the Final Subdivision Plat, Exhibit C to this Agreement.

4.6 Project Phasing. The Project may be constructed in one or more phases so long as the improvements to the Summit Industrial Park (53.17 acres of industrial uses), as set forth in Exhibit D hereto are completed prior to the first occupancy permit being issued for the Summit Business Park.

4.7 Specific Design Standards and Conditions. The development of the Project must be consistent with the specific conditions and standards set forth in this section and with those described in the exhibits, which include, among other things, the Final Subdivision Plat, improvements to the Summit Industrial Park as described in Exhibit D, lighting plan, landscape plan, and architectural design standards. The Project is approved subject to the following conditions, which are in addition to all other conditions specified in this Agreement:

4.7.1 Final Subdivision Plat. Approval of this Agreement shall constitute Final Subdivision Plat approval. All conditions specified within said Plat are conditions precedent to issuance of building permits.

4.7.2 Development Improvements Agreement Required. A Development Improvements Agreement (DIA) in accordance with Article 6.3 of this Agreement shall be required. Said DIA must include a provision requiring that 35% of the landscape bond (which includes plant materials and installation) be held by the County for a period of two years from the date of actual planting so as to ensure adequate landscaping longevity.

4.7.3 Building Permit Required. Prior to the commencement of construction of any structure authorized in this Agreement, a building permit must be obtained from the County in accordance with the provisions of this Agreement and applicable requirements of the Code not modified by this Agreement. Failure to so comply will be grounds for revocation of Final Subdivision Plat approval or denial/revocation of building permits issued pursuant to a Final Subdivision Plat or this Agreement.

4.7.3.1 Prior to the issuance of building permits, soil testing must be completed on site to ensure that there are no environmental problems with the site for purposes of placement of structures.

4.7.4 Construction Plans Required. Construction Plans in accordance with this Agreement and the provisions of Title 10, Chapter 5 of the Summit County Code, not modified by this Agreement, shall be required.

4.7.5 Improvements to Summit Industrial Park. Improvements in accordance with Exhibit D to this Agreement shall be completed as part of the initial phase of the Project. No occupancy permits in the Summit Business Park will be issued until the improvements to the Summit Industrial Park are completed.

4.7.6 Amenities and Facilities. The Developer shall provide the following amenities and infrastructure as part of the Project.

4.7.6.1 Developer shall participate financially in improvements, if any, to the frontage road to the west of the Property to increase traffic capacity on said roadway or other similar traffic improvements by paying a proportional share of the costs to the impacts caused by the Summit Business Park as determined by the County Engineer. This may include participating in a future Special Assessment District for the area.

4.7.6.2 All roads shall meet the design, standards and specifications of the County Engineer and shall be constructed as part of the initial phase of the Project.

4.7.6.3 Developer shall preserve wetlands on the east of the Property through an appropriate form of conservation easement. Existing fill material along selected areas along the perimeter of the Summit Industrial Park shall be removed to the satisfaction of the Army Corps of Engineers, as identified in Exhibit D to this Agreement.

4.7.6.4 Developer shall construct an 8 - 10 foot paved trail along the frontage road perimeter of the Property, inclusive of the Summit Business Park

and the Summit Industrial Park, to the reasonable specifications of the Snyderville Basin Recreation District. Construction of the trail shall occur concurrent with the initial subdivision improvements for the Summit Business Park.

4.7.6.5 Developer agrees to provide a trail easement over the Property, and property owned by RDB LLC, in a location to be determined with the Snyderville Basin Recreation District linking the existing Rail trail to the Promontory trail. The tentative location of the proposed trail easement is as set forth in Exhibit F attached hereto

4.7.6.6 Developer shall not renew or extend its current billboard lease on the Property. Upon expiration of said leasehold, the existing billboard shall be removed.

4.7.6.7. Developer shall record a restrictive use covenant in favor of the County against all remaining undeveloped land on the Property. The intent of this restrictive use covenant is to ensure that the area is preserved as open space and that no structures are allowed on the property so covered by the covenant. Developer acknowledges that it has no rights including, but not limited to, vested rights to any such entitlement zoning or permitting. However, nothing shall prohibit the County from initiating, entertaining, reviewing or approving requests for entitlement zoning or permitting at its discretion.

4.7.7 On-going Landscape Maintenance. The Developer, or at the time an owners association is created, the owners association, shall ensure appropriate maintenance of all landscape material in defined common areas. Maintenance shall include a proper root water schedule, pruning, replacement of dead trees and plants, and other sound landscape maintenance techniques. Landscape areas shown on the site plan must be free of vehicles, goods and materials related to the business and trash.

4.7.8 Construction Mitigation and Management Plan Required. No development activity, i.e.; grading, utility work, building, will be allowed within the Project until an adequate Construction Management and Mitigation Plan has been established for the Project and approved by the County Engineer. The County Engineer may require changes to this plan to address any unforeseen impacts that occur during construction. The plan shall address the following matters specifically, together with any other related matters identified by the Summit County Community Development Director and the Developer. A separate plan may be established for each phase of the Project. This plan shall be submitted and approved with a Final Subdivision Plat.

- (a) Revegetation/erosion protection/runoff control, in accordance with Title 7, Chapter 2 of the Summit County Code.
- (b) Wetland and watershed protection
- (c) Site grading

- (d) Dust and debris control
- (e) Recycling construction material waste
- (f) Damage to public roadways as a result of construction
- (g) Traffic control/construction management control
- (h) Hours of construction
- (i) Impact of noise on adjacent residential uses
- (j) Staging and screening of construction materials and equipment
- (k) Noxious weed control

4.7.9 Water Concurrency. Developer shall comply with all water concurrency requirements of the County at the time of building permit issuances. No construction activity, to include grading, shall occur on the property prior to the Developer demonstrating said compliance.

Article 5 VESTED RIGHTS

5.1 Vested Rights. Subject to Articles 5.2 and 6.1, the Developer and the Project shall have vested rights to develop and construct the Project in accordance with the Final Subdivision Plat and the uses, densities, timing, configurations, building heights, sizes, set backs and massing of development, curb cuts and access, as set forth in Articles 4.3 and 4.4 under the terms and conditions of this Development Agreement, including Article 3 (Findings), and the Exhibits as vested under the terms and conditions of this Agreement.

5.2 Reserved Legislative Powers. Nothing in this Development 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 master 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 herein based on policies, facts and circumstances meeting the compelling, countervailing public interest exception to the vested rights doctrine in the State of Utah. (*Western Land Equities, Inc. v. City of Logan*, 617 P.2d 388 (Utah 1980) or successor case and statutory law.) Any such proposed change affecting the vested rights of the Project or other provisions of this Agreement 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. In the event that the County does not give prior written notice, Developer shall retain the right to be heard before an open meeting of the Board of County Commissioners in the event Developer alleges that its rights under this Agreement have been adversely affected.

Article 6
PROCESSES

6.1 Fees.

6.1.1 Rezone Application, Development Agreement, Final Subdivision Plat Review, Development Review, and Engineering Related Fees. Developer agrees to pay any remaining plat and development agreement fees associated with this Project. Developer shall receive no further credits or adjustments toward any other development review, platting, site planning, or similar standard engineering review fees or other fees generally applicable to development application or building permit review and approval. The County shall charge such standard planning and engineering review fees for final site plan or condominium plat applications, standard building permit review fees, and other fees as are generally applicable at the time of application, pursuant to the provisions of Resolution 99-11, as amended, or other applicable statutes, ordinances, resolutions, or administrative guidelines.

6.1.2 Impact Fees. In consideration for the agreement of the County in this Development Agreement, Developer agrees that the Project shall be subject to all impact fees which are (1) imposed at the time of issuance of building permits; and (2) generally applicable to other property within the Snyderville Basin, or any fees or special assessments for road maintenance and snow removal generally applicable in the same service area; and Developers waive their position with respect to any vested rights to imposition of such fees, but shall be entitled to similar treatment afforded any other vested projects if an impact fee ordinance makes any such distinction or any other vested project is afforded different treatment pursuant to decisions of the courts in the state of Utah. If fees are properly imposed under the preceding tests, the fees shall be payable in accordance with payment requirements of the particular impact fees ordinance and implementing resolution. Notwithstanding the aforesaid, the Developer does not hereby waive developer's right under applicable law to challenge the reasonableness of the amount of fees within thirty (30) days following imposition of the fees on the Project based upon application of the Rational Nexus Test as defined in Article 6.1.3 hereof.

6.1.3 Rational Nexus Test. For purposes of this Development Agreement, the Rational Nexus Test shall mean and refer to a standard of reasonableness whereby the Developers, the Project and the Property shall not bear more than an equitable share of the capital costs financed by an impact fee or exaction in relation to the benefits conferred on and impacts of the Project. The interpretation of "rational nexus" shall be governed by the federal or Utah case law and statutes in effect at the time of any challenge to an impact fee or exaction

imposed as provided herein including, but not limited to, the standards of *Banberry Development Corp. v. South Jordan City*, or its successor case law.

6.2 Approval of Final Construction Plans. In conjunction with a Final Subdivision Plat approval, but in all instances prior to the issuance of a building, grading, or other development permit, the Developer shall submit all applicable construction plans as required in Title 10, Chapter 5 of the Code, together with a proposal for guaranteeing development improvements (“Development Improvements Agreement”), to Staff consistent with the provisions of the Code. In addition, any other related approvals required in this Agreement, i.e.; Construction Mitigation and Management Plan, ongoing Landscape Maintenance Plan, etc., shall be submitted at this time for review and approval in accordance with the terms defined in this Agreement. The Staff shall review the information submitted pursuant to this Section and provide its recommendation to the Board of Commissioners. Following the submission of the Staff recommendation to the Board of Commissioners on the final construction plans, the application shall be placed on the Consent Agenda of the Board of Commissioners for final approval. If the then existing Code does not require Board of Commissioners approval of the final construction documents, then the appropriate entity may approve such documents following Staff review of the same.

6.3 Approval of Development Improvements Agreement. A building, grading, or other related development permit will not be issued for any project or any structure within the Project until a Development Improvements Agreement, in accordance with the requirements of Title 10, Chapter 6 of the Code and in a form acceptable to Summit County, has been accepted by Summit County. The Staff shall review the developers proposal for a Development Improvements Agreement and provide its recommendation to the Board of Commissioners. Following the submission of the Staff recommendation to the Board of Commissioners on the Development Improvements Agreement, the Agreement shall be placed on the Consent Agenda of the Board of Commissioners for final approval. A separate Development Improvements Agreement may be established for each phase of the development or for each project.

6.4 Compliance with Concurrency Management Standards Required. In addition to compliance with the criteria required under the Code, the following service provider and concurrency information shall also be required. Upon receiving such information, the Director shall prepare a report(s) identifying issues and concerns related to the proposal. The additional information to be provided is as follows:

6.4.1 Water Service.

- (a) Evidence of coordination with the public or private water service provider, including an agreement for service and an indication of the service area of the proposed water supplier, commitment service letter or other binding arrangement for the provision of water services, which meets the water concurrency requirements of Summit County.

(b) Evidence that water rights have been obtained including an application for appropriation or change application endorsed by the State Engineer pursuant to Section 73-3-10 of the Utah Code, and a certificate of appropriation or certificate of change issued in accordance with Section 73-3-16 of the Utah Code. The County shall not accept an application or certificate that has lapsed, expired or been revoked by the State Engineer.

(c) A certificate of convenience and necessity or an exemption therefrom, issued by the State Public Service Commission, for the proposed water supplier.

6.4.2 Sewer Service. A Line Extension Agreement approved by the Snyderville Basin Water Reclamation District for the proposed development. No final subdivision plat, final site plan, building permit or low impact permit shall be approved until the applicant has paid the applicable system capacity fee for that portion of the proposed development included in such plat, plan, building permit, or low impact permit.

6.4.3 Fire Protection.

(a) A letter from the Park City Fire District indicating that fire hydrants, water lines sizes, water storage for fire protection, and minimum flow for fire protection are adequate. These shall be determined using the standard of the Insurance Services Office which are known as the Fire System Grading Standards. In no case shall minimum fire flow be less than 1,000 gallons per minute for a period of two (2) hours.

(b) Written evidence to the County and the Park City Fire District verifying that an authorized water company shall be responsible for the perpetual and continual maintenance of all fire protection appurtenances, including annual flagging of all hydrants prior to November 1st of each year.

6.4.4 Recreation. A letter from the Snyderville Basin Recreation Special Service District indicating that all requirements of the District are reflected in the terms of this Agreement.

6.4.5 Other Service Providers. The Director shall secure input regarding the proposed development from all other affected agencies and service providers, including but not necessarily limited to the Army Corps of Engineers, the Utah Division of Water Quality, County Health Department, and Utah Power.

6.5 Amendments.

6.5.1 Substantial Amendments. Any amendment to this Agreement that alters or modifies the Term of this Agreement, permitted uses, increased density or intensity of use, deletion of any major public amenity described herein, or

provisions for reservation and dedication of land, including park and trail dedications, shall be deemed a "Substantial Amendment" and shall require a noticed public hearing and recommendation by the Planning Commission and a noticed public hearing and decision by the Board of County Commissioners pursuant to the Equal Dignities Rule prior to the execution of such an amendment. Amendments which generally conform or are consistent with the chart of allowed and conditional uses within the Snyderville Basin Development Code shall not be deemed substantial amendments. Unless otherwise provided by law, all other amendments may be executed without a noticed public hearing or recommendation by the Planning Commission.

6.5.2 Administrative Amendments. All amendments to this Agreement that are not Substantial Amendments shall be Administrative Amendments and shall not require a public hearing or recommendation of the Planning Commission prior to the execution by the parties of such an amendment. The Director is hereby empowered to make all final administrative amendment decisions. Adjustments not constituting a Substantial Amendment as defined herein will be deemed approved upon the issue of the applicable building permit if not covered by a specific, separate approval.

6.5.3 Effect of Amendment. Any amendment to this Agreement shall be operative only as to those specific portions of this Agreement expressly subject to the amendment, with all other terms and conditions remaining in full force and effect without interruption.

6.6 Conflicts.

6.6.1 To the extent there is any ambiguity in or conflict with the provisions of this Development Agreement and the Exhibits thereto (including, without limitation, the Final Subdivision Plat, Improvements to the Summit Industrial Park, Lighting Plan, Landscaping Plan, and Architectural Design Standards therein), the more specific provision or language shall take precedence over more general provisions or language.

6.6.2 The County has reviewed the Code and General Plan 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 Snyderville Basin Development Code and 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 Ordinances and Resolutions not in conflict with the provisions of this Agreement, along with all applicable state and federal laws.

Article 7
INFRASTRUCTURE & CONCURRENCY MANAGEMENT

7.1 Concurrency Management Required. Prior to the approval of a building permit for any structure approved in the Project, an application for a building permit shall demonstrate that all concurrency management requirements of Title 10, Chapter 4 of the Code continue to have been met. The Director shall cause the issuance of a building permit upon demonstration of compliance with all such requirements. In addition to the requirements of Title 10, Chapter 4 of the Code, the following shall also continue to be required.

7.1.1 The Developer shall construct those infrastructure improvements, shown on the Final Subdivision Plat and Construction Plan, and as required by this Agreement, Title 10, Chapter 4 of the Code, County Engineer, and any applicable special service district or county service area.

7.1.2 Developer shall comply with the applicable sections of the Code, as amended, for project infrastructure requirements. This shall include the verification of the continued availability of the following for the Project at the time of Building Permit approval: (a) sewage treatment capacity to cover anticipated development within the Property, (b) water and water pressure adequate for residential consumption and fire flows, (c) capacity for electrical and telephone service, and (d) road capacity.

Article 8
SUCCESSORS AND ASSIGNS

8.1 Binding Effect. This Development 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 Article 8.2 hereof.

8.2 Transfer of the Project. Developer shall be entitled to transfer any portion of the Project subject to the terms of this Agreement upon written notice to the County. Notwithstanding the foregoing, neither Developer nor Developer's successor shall be required to notify the County or obtain the County's consent with regard to the sale of individual lots or parcels within the Project which have been platted and received development approval in accordance with the terms of this Agreement. In the event of any such complete transfer of all or a portion of Developer's interests in the Project, the transferee shall be deemed to be the Developer for all purposes under this Agreement with respect to that portion of the Project transferred. Developer's obligation to notify or obtain any consent of the County shall terminate with respect to portions of the Property on which all of the improvements required by this

Agreement have been substantially completed as evidenced by a certificate of occupancy granted by the County.

8.3 Release of Developer. Except for the sale of lots in the subdivision which have been platted and received development approval 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, the Developer shall obtain an assumption by the transferee of the Developer's obligations under this Development Agreement, and, in such event, the transferee shall be fully substituted as the Developer under this Agreement as to the parcel so transferred, and the Developer executing this Agreement shall be released from any further obligations with respect to this Agreement as to the parcel so transferred.

8.4 Obligations and Rights of Mortgage Lenders. The holder of any mortgage, deed of trust, or other security arrangement with respect to the Property, or any portion thereof, shall not be obligated under this Agreement to construct or complete improvements or to guarantee such construction or completion, but shall otherwise be bound by all of the terms and conditions of this Agreement which pertain to the Property or such portion thereof in which it holds an interest. Any such holder who comes into possession of the Property, or any portion thereof, pursuant to a foreclosure of a mortgage or a deed of trust, or deed in lieu of such foreclosure, shall take the Property, or such portion thereof, subject to any pro rata claims for payments or charges against the Property, or such portion thereof, deed restrictions, or other obligations which accrue prior to the time such holder comes into possession. Nothing in this Agreement shall be deemed or construed to permit or authorize any such holder to devote the Property, or any portion thereof, to any uses, or to construct any improvements thereon, other than those uses and improvements provided for or authorized by this Agreement, and, as would be the case in any assignment, the purchaser of the Property from the holder shall be subject to all of the terms and conditions of this Agreement, including the obligation to complete all required amenities and improvements.

Article 9 DEFAULT, TERMINATION AND ARBITRATION

9.1 Default.

9.1.1 Events of Default. Default under this Development Agreement occurs upon the happening of one or more of the following events or conditions:

- (a) A warranty, representation or statement made or furnished by Developer to the County in this Development Agreement, including any attachments hereto, which is false or proves to have been false in any material respect when it was made.
- (b) Following a periodic or annual review, a finding and determination is made by the County that upon the basis of substantial evidence Developer

has not complied in good faith with one or more of the material terms or conditions of this Development Agreement.

- (c) Any other event, condition, act or omission by Developer which materially interferes with the intent and objective of this Development Agreement.

9.1.2 Procedure Upon Default.

- (a) Within ten (10) days after the occurrence of default, the County shall give 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. Developer shall have thirty (30) days after receipt of written 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. Failure or delay in giving notice of default shall not constitute a waiver of any default, nor shall it change the time of default. Notwithstanding the thirty day cure period provided above, in the event more than thirty days is reasonably required to cure a default and 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 Developer is prosecuting those actions diligently to completion.
- (b) The County does not waive any claim of defect in performance by Developer, if on periodic or annual review the County does not propose to modify or terminate this Agreement.
- (c) Should the County terminate this Development Agreement under the provisions hereof, Property not previously covered by a specific plat or site plan development approval in accordance with this Agreement will thereafter comply with and be governed by the applicable County Development Code and General Plan then in existence, as well as with all other provisions of Utah State Law.
- (d) 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.
- (e) All other remedies at law or in equity which are consistent with the provisions of this Development Agreement are available to the parties to pursue in the event there is a breach.

9.2 Termination.

9.2.1 Termination for Inaction. The Developer shall be required to proceed with submittal of applications for Development Approvals in a timely manner. If no Development Improvement agreement or application for a Development Approval is applied for during any five (5) year period within the term of this Agreement, then this Agreement shall be terminated for inaction.

9.2.2 Termination Upon Completion of Development. This Agreement shall terminate when the Property has been fully developed and the Developer's and the County's obligations in connection therewith are satisfied, or at the expiration of the term of this Agreement. The County shall record a notice that the Agreement has been fully performed and therefore has been terminated.

9.2.3 Effect of Termination on Developer Obligations. Termination of this Agreement as to any Developer of the Property or any portion thereof shall not affect any of such Developer's obligations to comply with the terms and conditions of any applicable zoning, or subdivision plat, site plan, building permit, or other land use entitlements approved with respect to the Property, nor shall it affect any other covenants or any other development requirements specified or created pursuant to this Agreement. Termination of this Agreement shall not affect or invalidate in any manner the Developer's obligations of indemnification and defense under Article 10.14 or the survival provisions of Article 10.21.

9.2.4 Effect of Termination on the County Obligations. Upon any termination of this Agreement, the entitlements, conditions of development, limitations on fees, and all other terms and conditions of this Agreement shall no longer be vested by reason of this Agreement with respect to any portion of the Property then undeveloped and not then covered by a building permit application. Those undeveloped portions of the Property may be subject to then existing planning and zoning law. Upon such a termination, the County shall no longer be prohibited by this Agreement from making any changes or modifications to such entitlements, conditions, or fees applicable to such undeveloped portions of the Property. Further, with respect to the improved portions of the Property, the County shall remain obligated to recognize all existing building permits and apply the development standards and configuration contained in the exhibits to this Agreement.

9.2.5 Damages upon Termination. Except with respect to just compensation, Developer shall not be entitled to any damages against the County upon the unlawful termination of this Agreement.

9.2.6 Reversion to Regulations for Unimproved Portions of the Property. Should the County terminate this Agreement under the provisions hereof, Developer's remaining unimproved portions of the Property will thereafter comply with and be

governed by the applicable County Development Code and General Plan then in existence, as well as with all other provisions of Utah State law.

9.3 Institution of Legal Action. Enforcement of any such arbitration decision shall be instituted in the Third Judicial District Court of the County of Summit, State of Utah, or in the United States District Court for Utah.

Article 10 GENERAL TERMS AND CONDITIONS

10.1 Agreements to Run with the Land. This Development Agreement shall be recorded against the Property. The agreements contained herein shall be deemed to run with the land for the duration of this Agreement and shall be binding on and shall inure to the benefit of all successors in ownership of the Property so long as this Agreement is active and binding. As used herein, Developer shall include the parties signing this Agreement and identified as "Developer," and all successor owners of any part of the Property or Project. In the event the terms of this agreement are satisfied pursuant to section 9.2.2 the terms of the agreement shall continue to run with the land. In the event the agreement expires or is terminated, the property shall revert as described in section 9.2.4 above.

10.2 Construction of Agreement. This Development Agreement shall be construed so as to effectuate the public purpose of resolving disputes, implementing long-range planning objectives, obtaining public benefits, and protecting any compelling, countervailing public interest; while providing reasonable assurances of continued vested development rights under this Agreement.

10.3 Laws of General Applicability. Where this Development Agreement refers to laws of general applicability to the Project and other properties, that language shall be deemed to refer to laws which apply to all other developed and subdivided properties within the Snyderville Basin of Summit County.

10.4 Duration. The term of this Consent Agreement shall commence on, and the effective date of this Development 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 above referenced. Developer or County shall have an option to extend this Agreement for additional specified terms, not to exceed five (5) years, as long as the terms of this Agreement have been substantially complied with, and this Agreement has not been earlier terminated, or its term otherwise modified by written amendment. Any request by the Developer to extend the duration of this agreement beyond the periods set forth above must be made in writing to the Community Development Department prior to the expiration of this agreement. A request to extend either by the County or the Developer shall not be considered in effect and binding unless specifically approved by a majority vote of the Summit County Board of Commissioners in a publically noticed and open meeting of that body.

10.5 Mutual Releases. At the time of, and subject to, (i) the expiration of any applicable appeal period with respect to the approval of this Development 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, Final Subdivision Plat, and this Development Agreement, to include any claims for vested development rights by any Developer who holds an ownership interest in the Property and all claims and prayers for relief respecting the Property in that certain lawsuit titled *Burbs, LLC, a Utah Limited Liability Company, Robert A. Burton, an Individual, Daniel S. Burton, an Individual, Jeffrey S. Burton, an Individual, and Stoley Associates, LC, a Utah Corporation, v. Summit County, a body corporate and politic of the State of Utah, and Does 1 through 10*, Civil Docket No. 040500062, filed in the Third Judicial District Court, Summit County, Utah (the "Action"). The Action will be dismissed with prejudice as respects the Property upon the completion of subparagraphs (i) and (ii) of this paragraph and will be dismissed without prejudice as respects that certain real property lying west of Highway 40 (the "West Property"). The West Property is the subject of annexation and entitlement petitions to annex said property into and entitle it under the regulations of the City of Park City, Utah. At such time as the annexation and entitlement petitions are approved and final, the Action shall be deemed dismissed with prejudice as respects the West Property and all claims associated therewith. All claims and defenses respecting the West Property shall be tolled at dismissal of the Action without prejudice for thirty (30) days after completion of the said annexation and entitlement process in the event that the annexation and entitlement petitions are not approved.

10.6 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 this Agreement shall remain in full force and effect.

10.7 Enforcement. The parties to this Development Agreement recognize that the County has the right to enforce its rules, policies, regulations, and ordinances, subject to the terms of this Agreement, and may, at its option, seek an injunction to compel such compliance. In the event that Developer or any user of 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 thirty (30) days written notice to correct the violation, take such actions as shall be deemed appropriate under law until such conditions have

been honored by Developer. The parties further recognize that Developer has the right to enforce the provisions of this Agreement by seeking an injunction to compel compliance to the extent not inconsistent with the County's reserved legislative and police powers, as well as the County's discretionary administrative decision-making functions provided for herein. Both parties shall be free from any liability arising out of the exercise of its rights under this paragraph; provided, however, that any party may be liable to the other for the exercise of any rights in violation of Rule 11 of the Utah Rules of Civil Procedure, Rule 11 of the Federal Rules of Civil Procedure and/or Utah Code Annotated Section 78-27-56, as each may be amended.

10.8 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.

10.9 Entire Agreement. This Development Agreement constitutes the entire agreement between the parties with respect to the issues addressed herein 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.

10.10 Annual Review. Developer shall provide to the Planning Director, an annual written report detailing: 1) the status of their development project and rights granted under this Development Agreement; 2) the projected activity for the next year; and 3) the status of all impacts the project has generated. The annual report shall be due on or before the 1st day of December of each year this Development Agreement is in effect. The Planning Director shall thereafter report to the Planning Commission and the Board of County Commissioners regarding this annual report and shall conduct hearings with those bodies, if necessary, to determine whether the Developer is in compliance with this Agreement.

10.11 Notices. Any notice, confirmation or other communication hereunder (each, a "notice") shall be given in writing by certified mail, postage prepaid, return receipt requested, at the following addresses:

To the County:

The Board of County Commissioners of Summit County
Summit County Courthouse
P.O. Box 128
Coalville, Utah 84017
Facsimile: (435) 336-3030

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

With a copy to:

David L. Thomas
Chief Civil Deputy Summit County Attorney
P.O. Box 128
Coalville, Utah 84017
Facsimile: (435) 336-3287

To Developer:

The Burbs, LLC
Attn: Vaughn Burbidge
911 South Rio Grande
Salt Lake City, Utah 84101
Facsimile: (801) 328-4351

With a copy to:

Richard D. Burbidge
Burbidge and Mitchell
215 South State, Suite 920
Salt Lake City, Utah 84111
Facsimile: (801) 355-6677

or to such other addresses as either party or their successors may designate by written notice. Notice shall be deemed given upon actual receipt, if personally delivered, when transmitted if delivered by facsimile, one (1) business day following deposit with a reputable overnight courier that provides a receipt, or on the third (3rd) day following deposit in the United States mail in the manner described above.

10.12 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.

10.13 Execution of Agreement. This Development Agreement may be executed in multiple counterparts or 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.

10.14 Hold Harmless.

10.14.1 Agreement of Developer. Developer agrees to and shall hold County, its officers, agents, employees, consultants, attorneys, 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 Developer or its contractors, subcontractors, agents, employees or other persons acting on their 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 effect arising from this Agreement. Developer agrees to pay all costs for the defense of the County and its officers, agents, employees, consultants, attorneys, special counsel and representatives regarding any action for damages, just compensation, restitution, judicial or equitable relief caused or alleged to have been caused by reason of Developer's actions in connection with the Project or any claims arising out of 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 section 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. 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 Agreement or asserting that damages, just compensation, restitution, judicial or equitable relief is due by reason of the terms of, or effects arising from this Agreement. County may make all reasonable decisions with respect to its representation in any legal proceeding.

10.14.2 Exceptions to Hold Harmless. The agreements of Developer in Article 10.14.1 shall not be applicable to (i) any claim arising by reason of the negligence or intentional actions of the County, or (ii) any claim reserved by Developer under the terms of this Agreement for just compensation or attorneys' fees.

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

10.15 Relationship of Parties. The contractual relationship between the County and Developer arising out of this Development 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) County has no interest

in, responsibilities for, or duty to third parties concerning any improvements to the Property unless the County accepts the improvements pursuant to the provisions of this Agreement or in connection with subdivision plat, site plan, deed, or map approval; and (c) Developer shall have the full power and exclusive control of the Property subject to the obligations of Developer set forth in this Agreement.

10.16 Rights of Third Parties. This Development Agreement is not intended to affect or create any additional rights or obligations on the part of third parties.

10.17 Third Party Legal Challenges. In those instances where, in this Agreement, Developer has agreed to waive a position with respect to the applicability of current County policies and requirements, or where Developer has agreed to comply with current County policies and requirements, Developer further agrees not to participate either directly or indirectly in any legal challenges to such County policies and requirements by third parties, including but not limited to appearing as a voluntary witness, amicus, making a financial contribution thereto, or otherwise assisting in the prosecution of the action.

10.18 Computation of Time. In computing any period of time pursuant to this Agreement, the day of the act, event or default from which the designated period of time begins to run shall be included, unless it is a Saturday, Sunday, or legal holiday, in which event the period shall begin to run on the next day which is not a Saturday, Sunday, or legal holiday.

10.19 Titles and Captions. All section titles or captions contained in this Agreement are for convenience only and shall not be deemed part of the context nor affect the interpretation hereof.

10.20 Savings Clause. If any provision of this Agreement, or the application of such provision to any person or circumstance, shall be held invalid, the remainder of this Agreement, or the application of such provision to persons or circumstances other than those as to which it is held invalid, shall not be affected thereby.

10.21 Survival of Developer's Obligations. Notwithstanding any provisions of this Development Agreement or of law to the contrary and as a partial consideration for the parties entering into this Development Agreement, the parties agree that Developer is obligated to provide to the County the following enumerated extraordinary and significant benefits even if Developer cancels, rescinds, repudiates, refuses, revokes, or in any manner terminates or attempts to terminate this Agreement :

10.21.1 Dedication of any parks, trails and open space shown on the Final Subdivision Plat as requiring dedication;

10.21.2 Construction of any roads or public improvements covered by a recorded plat or site plan unless vacated;

10.21.3 Compliance with all public amenities specified in the Exhibits;

10.21.4 Payment of impact fees to the extent such fees are payable under the terms of this Agreement and any applicable impact fee ordinance or implementing resolution; and

10.21.5 Compliance with Developer's Mutual Releases and Hold Harmless Covenants under this Agreement.

10.22 Force Majeure. 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, enemy or hostile governmental action, civil commotion, fire or other casualty, or 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.

10.23 Continuing Obligations. Adoption of law or other governmental activity making performance by Developer unprofitable, more difficult, or more expensive does not excuse the performance of the obligation by the Developer.

10.24 Severability. If any provision of this Agreement, or the application of such provision to any person or circumstance, is held invalid, void, or unenforceable, but the remainder of this Agreement can be enforced without failure of material consideration to any party, then the remainder of this Agreement shall not be affected thereby and it shall remain in full force and effect, unless amended or modified by mutual consent of the parties. If any material provision of this Agreement is held invalid, void, or unenforceable or if consideration is removed or destroyed, the Developer or the County shall have the right in their sole and absolute discretion to terminate this Agreement by providing written notice of such termination to the other party.

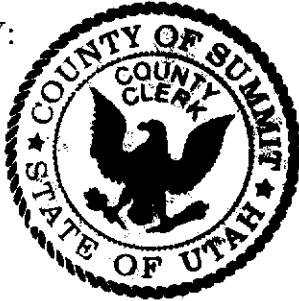
10.25 Project is a Private Undertaking. It is agreed among the parties that the Project is a private development and that the County has no interest therein except as authorized in the exercise of its governmental functions. The Project is not a joint venture, and there is no such relationship involving the County. Nothing in this Agreement shall preclude the Developer and any participating landowner from forming any form of investment entity for the purpose of completing any portion of the Project.

10.26 Recordation of Agreement. This Agreement may be recorded by either party with the Summit County Recorder.

10.27 Exhibits Incorporated. All Exhibits are incorporated by reference as if fully set forth herein.

IN WITNESS WHEREOF, this Development Agreement has been executed by Summit County, acting by and through the Board of County Commissioners of Summit County, State of Utah, pursuant to Ordinance 563, authorizing such execution, and by a duly authorized representative of Developer, as of the above stated date.

COUNTY:



BOARD OF COUNTY COMMISSIONERS
SUMMIT COUNTY, STATE OF UTAH

By: Bob Richer
Bob Richer
Chairman

ATTEST:

Susan Follitt
Summit County Clerk

DEVELOPER:

THE BURBS, LLC

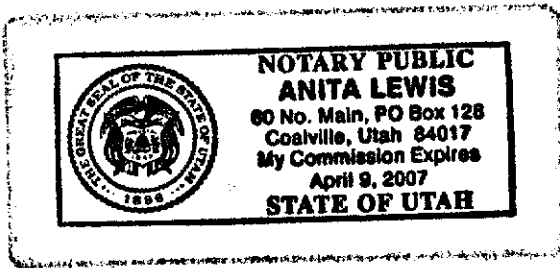
By: *David Burbidge*

STATE OF UTAH)
) :ss.
COUNTY OF SUMMIT)

The foregoing instrument was acknowledge before me this 27 day of July, 2005 by
David Burbidge

Anita Lewis
Notary Public
Residing at: Coalville, UT

My commission expires:
April 9, 2007



EXHIBITS

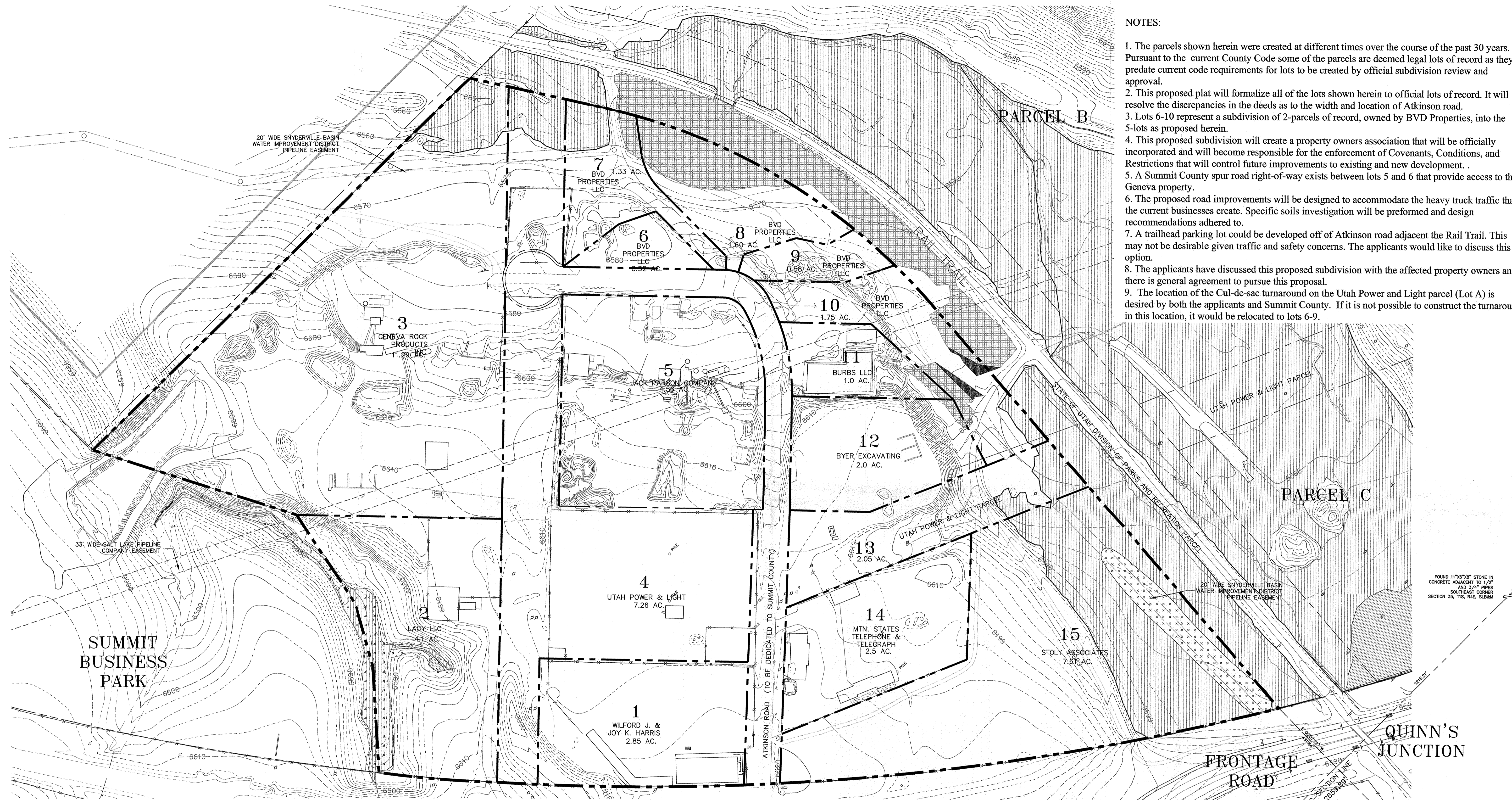
- EXHIBIT A - Property Description
- EXHIBIT B - Final Subdivision Plat - Summit Industrial Park
- EXHIBIT C - Final Subdivision Plat - Summit Business Park
- EXHIBIT D - Improvements to Summit Industrial Park
- EXHIBIT E - Design Guidelines and Development Standards
- EXHIBIT F - Proposed Trail locations

**EXHIBIT A
PROPERTY DESCRIPTION**

EXHIBIT A – PROPERTY DESCRIPTION

Boundary Description – Summit Business Park

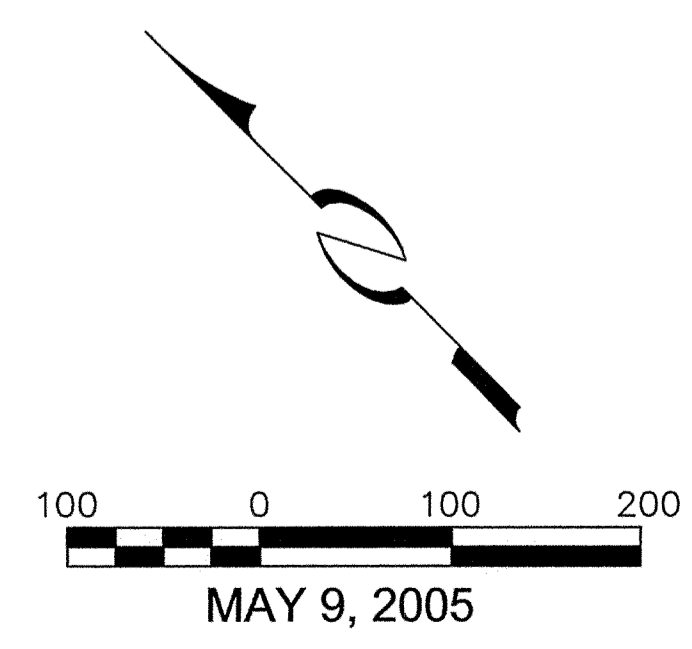
Beginning at the Southeast corner of Section 35, Township 1 South, Range 4 East, Salt Lake Base and Meridian, and running thence along the section line North 89°52'38" West, 2544.32 feet; then North 1525.05 feet and North 43°58'30" West, 450.00 feet to the TRUE POINT OF BEGINNING; thence South 11°39'22" West, 236.14 feet; thence South 28°56'39" West 135.94 feet; thence South 43°38'43" West, 229.33 feet to a point on the Easterly right of way line of Highway US 40, said point also being on a 5629.55 foot radius curve to the right, of which the radius point bears North 50°54'44" East; thence along the easterly right of way line the following two courses: 1) Northwesterly along the arc of said curve 841.69 feet through a central angle of 08°33'59"; thence 2) North 30°24'42" West, 249.37 feet to a point on an existing fence line for a Salt Lake Pipe Company parcel; thence South 65°00'00" East 66.35 feet then North 24°58'55" East, 49.36 feet; thence North 64°03'00" West 141.34 feet to a point on said Easterly right of way line; thence along the right of way line North 30°24'42" West 2270.12 feet; thence North 89°41'03" East 471.86 feet; thence North 00°18'57" West 660.00 feet to a point on the North line of said Section 35 and an existing fence line; thence along said Section line and fence line North 89°41'03" East, 1384.29 feet to the North Quarter corner of Section 35; thence along the East line of the Northwest Quarter of Section 35 and more or less along an existing fence line South 00°03'31" East 2668.77 feet to the center of Section 35; thence along the North line of the Southeast quarter of Section 35, South 89°41'19" East, 1141.68 feet to a point on the Westerly line of a State of Utah, Division of Parks and Recreation parcel; thence along said Westerly line South 32°39'00" East 26.63 feet to a point on an existing fence line and the Northerly line of a Geneva Rock Products, Inc. parcel; thence along the Geneva parcel the following four courses: 1) North 89°09'05" West 430.79 feet along the fence line; thence 2) North 89°36'36" West 157.55 feet along the fence line; thence 3) North 89°14'00" West 564.67 feet along the fence line to an existing fence corner; thence 4) South 27°16'02" East 466.24 feet to the true point of beginning.



NOTES:

1. The parcels shown herein were created at different times over the course of the past 30 years. Pursuant to the current County Code some of the parcels are deemed legal lots of record as they predate current code requirements for lots to be created by official subdivision review and approval.
2. This proposed plat will formalize all of the lots shown herein to official lots of record. It will resolve the discrepancies in the deeds as to the width and location of Atkinson road.
3. Lots 6-10 represent a subdivision of 2-parcels of record, owned by BVD Properties, into the 5-lots as proposed herein.
4. This proposed subdivision will create a property owners association that will be officially incorporated and will become responsible for the enforcement of Covenants, Conditions, and Restrictions that will control future improvements to existing and new development.
5. A Summit County spur road right-of-way exists between lots 5 and 6 that provide access to the Geneva property.
6. The proposed road improvements will be designed to accommodate the heavy truck traffic that the current businesses create. Specific soils investigation will be performed and design recommendations adhered to.
7. A trailhead parking lot could be developed off of Atkinson road adjacent the Rail Trail. This may not be desirable given traffic and safety concerns. The applicants would like to discuss this option.
8. The applicants have discussed this proposed subdivision with the affected property owners and there is general agreement to pursue this proposal.
9. The location of the Cul-de-sac turnaround on the Utah Power and Light parcel (Lot A) is desired by both the applicants and Summit County. If it is not possible to construct the turnaround in this location, it would be relocated to lots 6-9.

SISIS



FINAL SITE PLAN SUMMIT INDUSTRIAL PARK SUBDIVISION

LOCATED IN SECTION 35, TOWNSHIP 1 SOUTH, RANGE 4 EAST,
SALT LAKE BASE AND MERIDIAN, SUMMIT COUNTY, UTAH

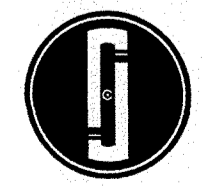
BK1719 PG1605

FOUND NAIL & PLUG IN CURB
ADJACENT TO 1/4"
CURVED IN CONCRETE
SOUTH QUARTER CORNER
SECTION 35, T1S, R4E, S18M

(435) 649-8487-PHONE
(435) 649-8475-FAX

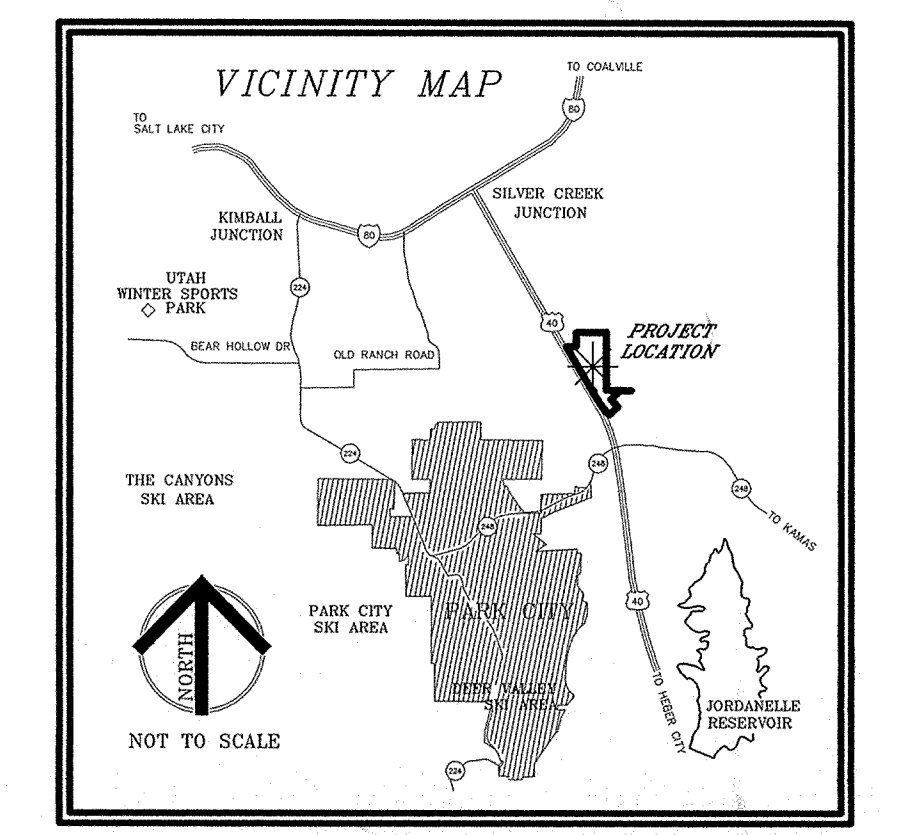
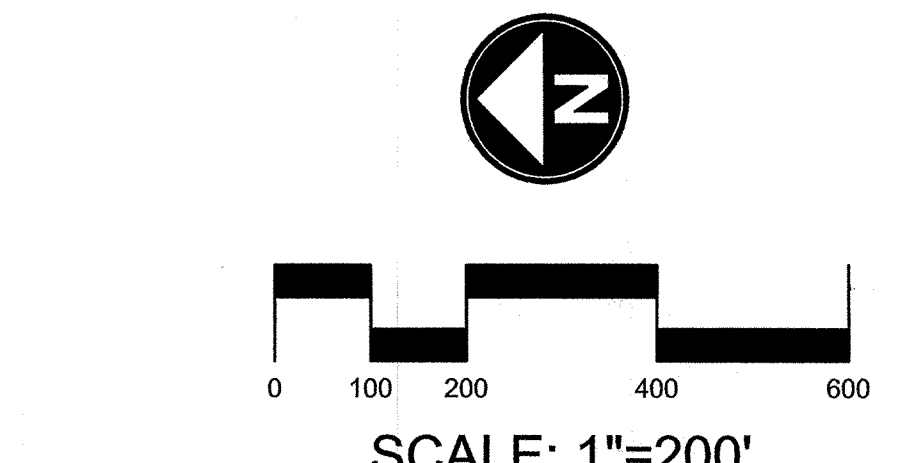
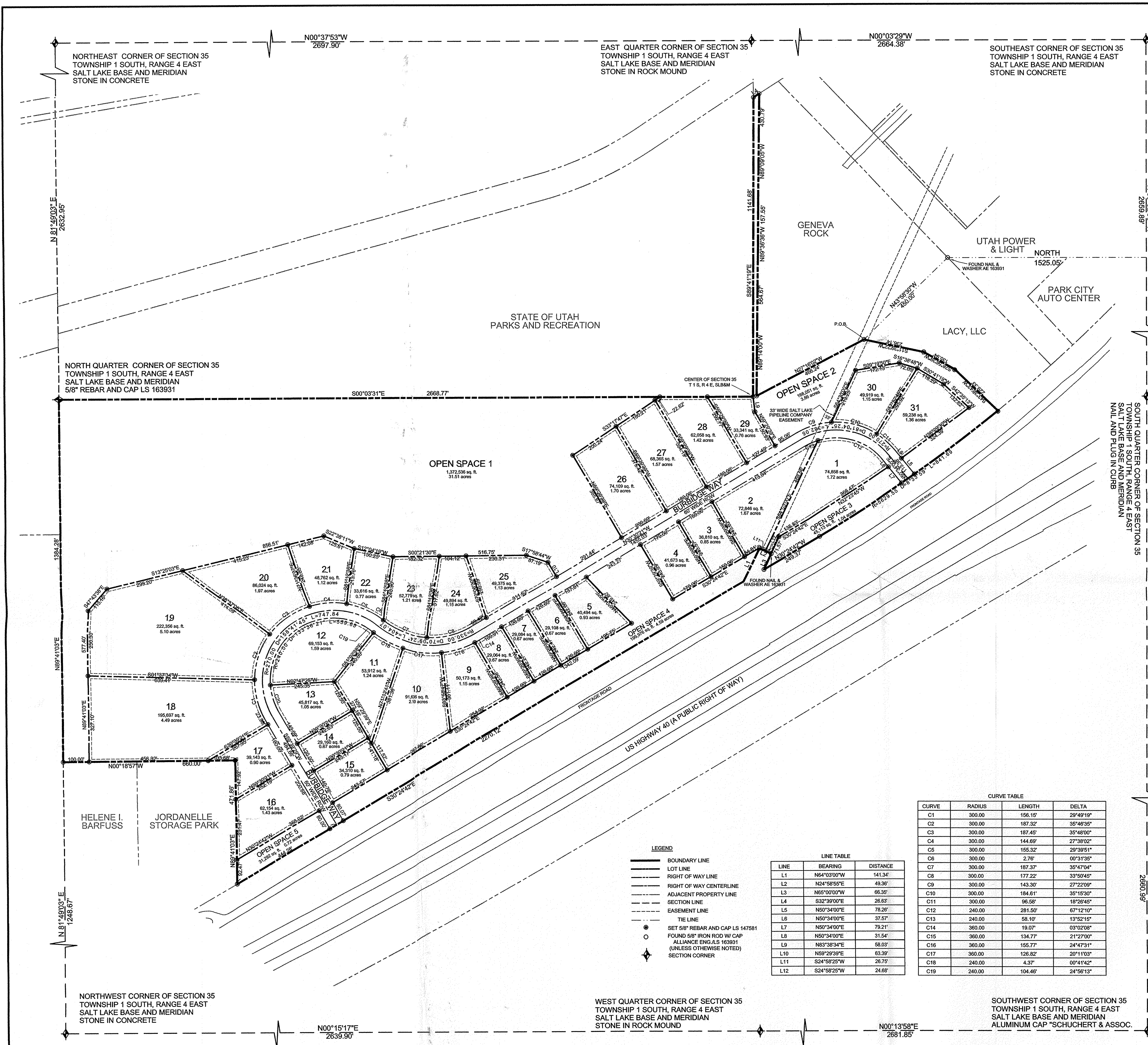
Wayne Engineering Inc.

CONSULTING ENGINEERS LAND PLANNERS SURVEYORS
223 Main Street, P.O. Box 2684 Park City, Utah 84060-2684



JACK JOHNSON COMPANY

Designing World Destinations
In-Person - 1777 Sun Peak Drive - Park City - Utah 84098
Telephone - 435.645.9000 - Facsimile - 435.649.1620
www.jackjohnson.com



NOTES:

- Roofing materials must be non-combustible and approved by the PCFD. No wood shake roofing material will be permitted.
- An all weather fire department access road is required to be installed and made serviceable prior to the issuance of a building permit and/or combustible construction being initiated. The all weather fire department access road is to be maintained at all times during construction. In the event that the all weather access road is not maintained, the Fire District reserves the right to stop work until required roads are placed back in service.
- Water supplies required for fire protection are to be installed and made serviceable prior to the issuance of a building permit and/or combustible construction being initiated. In the event that the fire protection water supply is not maintained, the Fire District reserves the right to stop work until the required water supply for fire protection is placed back in service. Water supplies for fire protection must be clearly marked with an approved flag to identify its location during winter conditions.
- A non-exclusive 10 foot wide public and private utility and drainage easement is hereby dedicated along all lot lines except on all lots excepting that there will be no rear setback on lots 1-10, 15, 16 and 31 which front US Hwy 40 Right of Way.
- There will be a 30' front, 12' side and 12' rear building setback on all lots excepting that there will be no rear setback on lots 1-10, 15, 16 and 31 which front US Hwy 40 Right of Way.
- Building and lot improvements will be governed by the design guidelines for Summit Business Park recorded with the Summit County Recorder.
- This subdivision contains a total of 36 lots (including the 5 Open Space Lots) and a total of 90.6 Acres.

UTILITY EASEMENT APPROVAL
The utility easements shown hereon have been approved and accepted this _____ day of _____, 2005.

by Utah Power, A division of Pacific Corp.,
Authorized Agent

MOUNTAIN REGIONAL WATER SPECIAL SERVICE DISTRICT
Approved and accepted this _____ day of _____, 2005.

by General Manager

PARK CITY FIRE SERVICE DISTRICT
Approved and accepted this _____ day of _____, 2005.

by Park City Fire Service District,
Fire Marshal

SNYDERVILLE BASIN SPECIAL RECREATION DISTRICT
Approved and accepted this _____ day of _____, 2005.

by District Administrator

SURVEYOR'S CERTIFICATE:
I, Jack J. Johnson, do hereby certify that I am a Professional Land Surveyor and that I hold Certificate No. 147581 as prescribed under the laws of the State of Utah. I further certify, on behalf of the Jack Johnson Company, that a survey has been made of the land shown on this plot and described hereon, and that this plot is a correct representation of the land surveyed and has been prepared in conformity with the minimum standards and requirements of the law.

Jack J. Johnson
Date _____

BOUNDARY DESCRIPTION
Beginning at the Southeast corner of Section 35, Township 1 South, Range 4 East, Salt Lake Base and Meridian, and running thence along the section line North 89°52'38" West, 2544.32 feet; thence North 1525.05 feet and North 43°58'30" West, 450.00 feet to the TRUE POINT OF BEGINNING; thence South 11°39'22" West, 236.14 feet; thence South 28°56'39" West 135.94 feet; thence South 43°38'43" West, 229.33 feet to a point on the Easterly right of way line of Highway US 40, said point also being on a 5629.55 foot radius curve to the right, of which the radius point bears North 50°54'44" East; thence along the easterly right of way line the following two courses: 1) Northwesterly along the arc of said curve 841.69 feet through a central angle of 08°33'59"; thence 2) North 30°24'42" West, 249.37 feet to a point on an existing fence line for a Salt Lake Pipe Company parcel; thence South 65°00'00" East, 66.35 feet thence North 24°58'55" East, 49.36 feet; thence North 64°03'00" West 141.34 feet to a point on said Easterly right of way line; thence along the right of way line North 30°24'42" West 2270.12 feet; thence North 89°41'03" East 471.86 feet; thence North 00°18'57" West 650.00 feet to a point on the North line of said Section 35 and an existing fence line; thence along said Section line and fence line North 89°41'03" East, 1384.29 feet to the North Quarter corner of Section 35; thence along the East line of the Northwest Quarter of Section 35 and more or less along an existing fence line South 00°03'31" East 2668.77 feet to the center of Section 35; thence along the North line of the Southeast quarter of Section 35, South 89°41'19" East, 1141.68 feet to a point on the Westerly line of a State of Utah, Division of Parks and Recreation parcel; thence along said Westerly line South 32°39'00" East 26.63 feet to a point on an existing fence line and the Northerly line of a Geneva Rock Products, Inc parcel; thence along the Geneva parcel the following four courses: 1) North 89°09'05" West 430.79 feet along the fence line; thence 2) North 89°36'36" West 157.55 feet along the fence line; thence 3) North 89°14'00" West 564.67 feet along the fence line to an existing fence corner; thence 4) South 27°16'02" East 466.24 feet to the true point of beginning.

Contains 90.6 Acres

OWNER'S DEDICATION AND CONSENT TO RECORD
KNOW ALL MEN BY THESE PRESENTS: That BURBS, LLC, a Utah Limited Liability Company, the owner of the herein described tract of land, hereby causes the same to be divided into lots and public streets, as set forth in the above plat, hereafter to be known as the "Summit Business Park Subdivision", which will be recorded in the offices of the County Recorder of Summit County, Utah, concurrently with the recording of this plat. The Owner hereby dedicates to Summit County, Snyderville Basin Water Reclamation District, and Park City Fire Service District, a non-exclusive easement over streets, driveways and utility easements shown on this plat for the purpose of providing access for utility installation, maintenance, use and eventual replacement and to provide emergency services to said Subdivision.

EXECUTED this _____ day of _____, 2005.

Dave Burbidge
Managing Member, BURBS, LLC

ACKNOWLEDGMENT
On the _____ day of _____, 2005 personally appeared before me Dave Burbidge who, being by me duly sworn, did say that he is Managing member of BURBS, LLC, a Utah Limited Liability Company and that the within and foregoing Owner's Dedication and Consent to Record was signed on behalf of said BURBS, LLC duly acknowledged that said Company executed the same.

State of _____
County of _____

Notary Public
My commission expires: _____

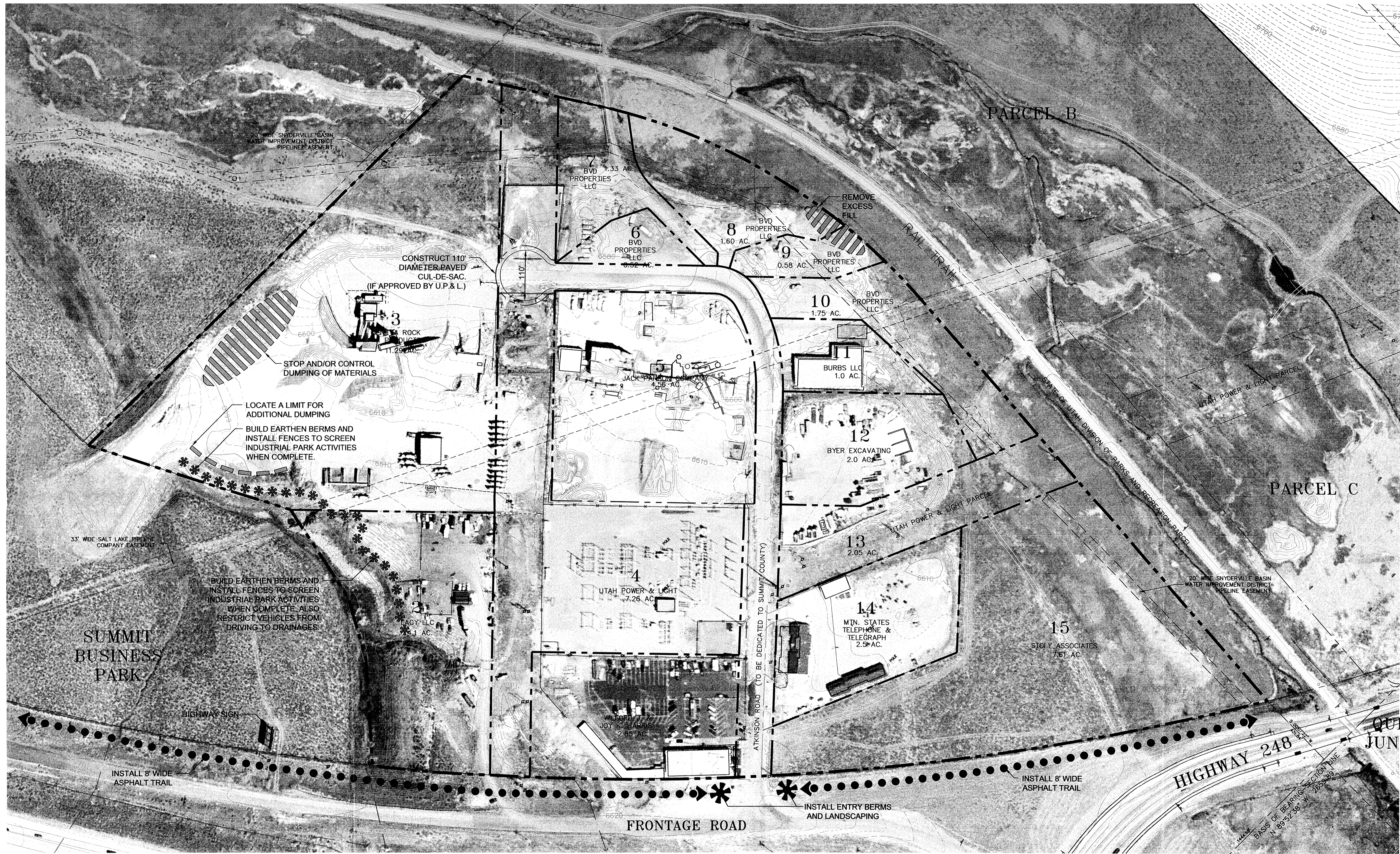
SUMMIT BUSINESS PARK SUBDIVISION
LOCATED IN SECTION 35, TOWNSHIP 1 SOUTH, RANGE 4 EAST, SALT LAKE BASE AND MERIDIAN, SUMMIT COUNTY, UTAH
SHEET 1 OF 1

JACK JOHNSON COMPANY
Designing World Destinations
In-Person - 1777 Sun Peak Drive - Park City - Utah 84096
Telephone - 435.645.9000 - Facsimile - 435.645.1620
www.jackjohnson.com

COUNTY ASSESSOR	SUMMIT COUNTY PUBLIC WORKS DEPT.	WATER RECLAMATION DISTRICT	COUNTY ENGINEER	COUNTY COMMISSION	APPROVAL AS TO FORM	RECORDED	COUNTY PLANNING COMMISSION
REVIEWED AND ACCEPTED BY: THE OFFICE OF THE SUMMIT COUNTY ASSESSOR. THIS _____, DAY OF _____, 2005.	APPROVED AND ACCEPTED BY: THE SNYDERVILLE BASIN PLANNING COMMISSION. THIS _____, DAY OF _____, 2005.	REVIEWED FOR CONFORMANCE TO: THE SNYDERVILLE BASIN WATER RECLAMATION DISTRICT'S STANDARDS. THIS _____, DAY OF _____, 2005.	I HEREBY CERTIFY THAT I HAVE HAD THIS PLAT REVIEWED BY THIS OFFICE AND IT IS CORRECT IN ACCORDANCE WITH AVAILABLE INFORMATION ON FILE IN THIS OFFICE. DATE _____ SUMMIT COUNTY ENGINEER _____	PRESENTED TO: THE BOARD OF SUMMIT COUNTY COMMISSIONERS. THIS _____, DAY OF _____, 2005, AT WHICH TIME THIS PLAT WAS APPROVED AND ACCEPTED. SUMMIT COUNTY CHAIRMAN _____ SUMMIT COUNTY CLERK _____	APPROVED AS TO FORM ON: THIS _____, DAY OF _____, 2005.	ENTRY NO. _____ BOOK _____ PAGE'S _____ STATE OF _____ UTAH, COUNTY OF _____ SUMMIT DATE _____ TIME _____ RECORDED AND FILED AT THE REQUEST OF: SUMMIT COUNTY RECORDER _____	APPROVED AND ACCEPTED BY SNYDERVILLE BASIN PLANNING COMMISSION THIS _____ DAY OF _____ 2005. CHAIRMAN _____

**EXHIBIT D TO
DEVELOPMENT AGREEMENT FOR THE SUMMIT BUSINESS PARK
SUMMIT COUNTY UTAH
RE: IMPROVEMENTS TO THE SUMMIT INDUSTRIAL PARK
ADJACENT TO SUMMIT BUSINESS PARK**

1. Cause the pull-back of dirt from the eastern portion of the Summit Industrial Park near the Rail Trail in accordance with drawings attached hereto as Exhibit D-1.
2. Provide 110' diameter cul-de-sac at the end of Atkinson Road immediately prior to its entrance onto the Geneva Rocks parcel on the UP&L parcel. While this location is preferred by Summit County and Burbs, L.L.C., if Burbs, L.L.C. is not permitted construct the turn-around on UP&L property, the turnaround will be located on a portion of Lots 6-9 of the Summit Industrial Park.
3. Cause the discontinuance and control of improper earth and material dumping in all areas of the Summit Industrial Park.
4. Provide a limitation of additional dumping by Geneva Rock on the Geneva Rock parcel in accordance with this exhibit.
5. Build earthen berms along the existing dump areas on the outside perimeter of the Summit Industrial Park to partially screen the existing activities in the Summit Industrial Park.
6. Install fencing on the inside of the above-referenced berms to restrict vehicular entrance into and dumping upon the drainages on the east side of the Summit Industrial Park.
7. Install entry berms with landscaping on both sides of the entrance to the Summit Industrial Park and the Summit Business Park (6 total).
8. Construct an 8' wide asphalt trail alongside and upon the Frontage Road in front of the Summit Business Park and Summit Industrial Park, said trail to be constructed as part of the initial phase of improvements in the Summit Business Park.
9. Provide reasonable sanitary easements within the Summit Industrial Park to allow existing buildings therein to tie into public sewer.



UTAH COUNTY RECORDS

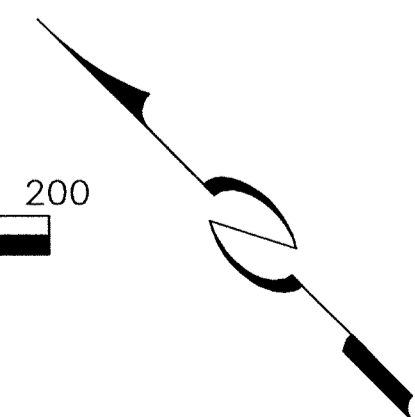
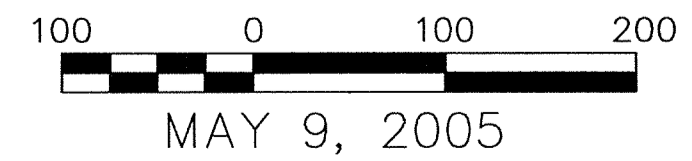


EXHIBIT D - IMPROVEMENTS TO INDUSTRIAL PARK
SUMMIT INDUSTRIAL PARK SUBDIVISION

LOCATED IN SECTION 35, TOWNSHIP 1 SOUTH, RANGE 4 EAST,
 SALT LAKE BASE AND MERIDIAN, SUMMIT COUNTY, UTAH

BK1719 PG1608

FOUND NAIL & PLUG IN CURB
 ADJACENT TO 1/4"
 CARVED IN CONCRETE
 SOUTH QUARTER CORNER
 SECTION 35, T1S, R4E, S188M



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**SUMMIT BUSINESS PARK
And
SUMMIT INDUSTRIAL PARK**

**SERVICE COMMERCIAL DEVELOPMENTS
Quinn's Junction
Summit County, Utah**

**DESIGN GUIDELINES &
DEVELOPMENT STANDARDS**

July 2005

RECORDER'S NOTE

LEGIBILITY OF WRITING, TYPING OR
PRINTING UNSATISFACTORY IN THIS
DOCUMENT WHEN RECEIVED.

BK1719 PG1609

Summit Business Park
Summit Industrial Park

Exhibit E

Summit Business Park
And
Summit Industrial Park

DESIGN GUIDELINES
& DEVELOPMENT STANDARDS

Prepared for
Burbs, LLC
Parkside Tower
215 South State Street, Suite 920
Salt Lake City, Utah 84111-1103

Prepared by
Jack Johnson Company
1777 Sun Peak Drive, Suite 200
Park City, Utah 84098

Summit Business Park
Summit Industrial Park

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SUMMIT BUSINESS PARK AND SUMMIT INDUSTRIAL PARK DESIGN GUIDELINES

I. Project Overview

Summit Business Park and **Summit Industrial Park** are two projects located at Quinn's Junction, which is the intersection of State Highway 248 and U.S. Highway 40 in Summit County, Utah. For the type of use allowed within these developments, this location provides for fast, easy and reliable transportation serving the local community. It is about 4 miles from Interstate 80. Both developments provide a location for appropriate service commercial and light industrial uses that principally serve the needs of the residents of the Snyderville Basin and Summit County, and enhance the tax base of Summit County.

The **Summit Industrial Park** has been an existing industrial development in Summit County for many years. Its tenants include Monroc, Inc., Geneva Rock Products, Utah Power and Light, Mountain States Telephone and Telegraph, Belchers Automotive, Maedel's Body and Paint and Johnson Excavating, Inc. In conjunction with these *Guidelines* and *Regulations*, this development of approximately 50 acres has been subdivided into 15 lots (ranging in sizes between .52 and 11.29 acres) for service commercial and light industrial uses meeting the criteria of Summit County's Service Commercial Zone, Chapter 2, Section 10-2-8 and its Use Table, Chapter 2, Section 10-2-10, of the Code.

Summit Business Park is a 31-lot service commercial development allowing for uses that are in current demand by the local service community. The allowable densities and land uses are identified in Summit County's Service Commercial Zone, Chapter 2, Section 10-2-8 and its Use Table, Chapter 2, Section 10-2-10, of the Code. The business park consists of approximately 89 acres with 41 acres designated as open space and the remaining divided into 31 lots ranging in size from .67 acres to 5.14 acres. The site presents as a generally flat area with a gentle drainage swale draining to wetlands to the east. Vegetation consists of sagebrush, grasses and forbs.

These *Design Guidelines & Development Standards* provide appropriate controls to uniformly meet the goals of Summit County's General Plan. Each new building in either the **Summit Industrial Park** or the **Summit Business Park** shall require and demonstrate that the architectural design (to include the siting, massing and heights), materials, and colors, lighting and signage, and other streetscape features are consistent with the rural mountain character of Summit County. Natural materials and color schemes that are compatible and/or will enhance the surrounding landscape features shall be required.

A. Purpose and Intent

Purpose and Intent: It is the developer's intent to encourage high quality architectural and site design in Summit Business Park and Summit Industrial Park. The following objectives are to be used in evaluating the design of buildings:

1. The project design incorporates and utilizes, to the extent practical, natural assets present on the site such as existing topographic features and watercourses.
2. The architectural style of buildings, the colors, textures and materials used, and the design of signage are coordinated and present a harmonious appearance.
3. The development is coordinated in terms of building design elements, landscaping, signage, parking lot layout and vehicular access.
4. While the project is service commercial and light industrial in use, it should present an attractive appearance to the public.

B. Compliance with Design Objectives

Compliance with Design Objectives: Service Commercial projects within the Summit Business Park and Summit Industrial Park shall be designed to achieve the objectives stated in this section. The site plan submittal to Summit County shall address at a minimum the following items:

1. Architectural style.
2. Building scale and orientation.
3. Coordination of design elements.
4. Types and colors of exterior materials, landscaping, lighting & signage.
5. Relationship of general design, building arrangement, textures, materials, and colors proposed to that of adjacent buildings.
6. Linkages to adjacent parcels, if any.

II. Architectural Design Standards

A. Permitted Uses:

For allowable building uses in these developments see Chapter 2, Section 10-2-10 of the Snyderville Basin Development Code, as amended.

B. Parking / Loading

1. Based on the type of building use, the parcel shall be designed to provide up to the maximum number of parking spaces required in the Snyderville Basin Development Code.

2. The parking lot and cars should not be the dominant visual elements of the site. Large expansive paved areas located between the street and the building are to be avoided in favor of smaller multiple lots separated by landscaping and buildings.

3. The industrial site should be a self-contained development capable of accommodating its own parking needs. The use of public streets for parking of trucks is not allowed. Site access and internal circulation should be designed in a straightforward manner which emphasizes safety and efficiency. The circulation system should be designed to reduce conflicts between vehicular and pedestrian traffic, combine circulation and access areas where possible, provide adequate maneuvering and stacking areas and consideration for emergency vehicle access.

4. Entrances and exits to and from parking and loading facilities should be clearly marked with appropriate directional signage where multiple access points are provided. Vehicles should not be required to enter the street in order to move from one area to another on the same site.

5. Parking lots adjacent to and visible from public streets should be adequately screened from view through the use of rolling earth berms, low screen walls, changes in elevation, landscaping or combinations thereof whenever reasonably practical.

6. To alleviate the unsightly appearance of loading facilities for industrial uses, these areas should not be located at the front of buildings where it is difficult to adequately screen them from view. Such facilities are more appropriate at the rear of site where special screening may not be required.

7. When it is not possible to locate loading facilities at the rear of the building, loading docks and doors should not dominate the frontage and should be screened from the street. Loading facilities should be offset from driveway openings. Backing from the public street onto the site for loading into front-end docks causes unsafe truck maneuvering and should not be utilized.

C. Architectural Style

Enforcement of future building design within the Summit Business Park and Summit Industrial Park shall be regulated through the site plan review process. A "rural mountain" style of architecture shall be a requirement in these developments employing a variety in structure forms to create visual character and interest. Long, unarticulated facades should be avoided. Entries to industrial structures should portray a quality office appearance while being architecturally tied into the overall mass and building composition.

A predominate roof shape should be set by existing adjacent buildings. Large, unbroken expanses of roof area shall not be permitted. Specific to the Service Commercial Zone, no roof pitch shall exceed 8:12. Flat roofs will be considered where it is demonstrated that the surface of the roof will not be visually dominant when viewed from Highway 40, including mechanical equipment. Mechanical equipment shall be screened so as not to be visible from the ground from other lots and, where commercially reasonable, from Highway 40. The method of screening shall be architecturally integrated in terms of materials, color, shape and size. The screening design shall blend with building design.

Design elements which are undesirable and should be avoided include:

- Highly reflective surfaces at the ground story;
- Large blank, unarticulated wall surfaces;
- Exposed, untreated precision block walls;
- "Stuck on" mansard roofs on small portions of the roofline;
- Unarticulated building facades;
- Roofing surfaces (flat roofs excepted) that are not black, brown or grey in color.

D. Building Scale and Orientation

Placement/orientation of buildings will be reviewed on an individual basis through the site plan review process. A variety of building and parking setbacks should be provided in order to avoid long monotonous building facades and to create diversity. Building facades shall present an

inviting appearance, even if primary access is from a direction away from public roadways. Particular emphasis should be given to create convenient access, visitor parking and on-site circulation. In addition, lots 1-10, 15, 16 and 31 shall present an appropriately designed façade toward Highway 40. Generally, all buildings and entrances shall be oriented internally to the Summit Business Park. The type of use proposed shall affect consideration of the most appropriate orientation for a given building. Orientation of buildings on individual lots shall avoid a strongly linear appearance.

Walls more than 80 feet in length shall have a façade shift of at least 10'-0".

Service areas should be located at the side and rear of buildings. Rolling shutter doors should be oriented toward the interior of the project and not visible from Highway 40. Rolling shutter doors are the preferred method for providing large loading doors while keeping a clean, uncluttered appearance from the exterior.

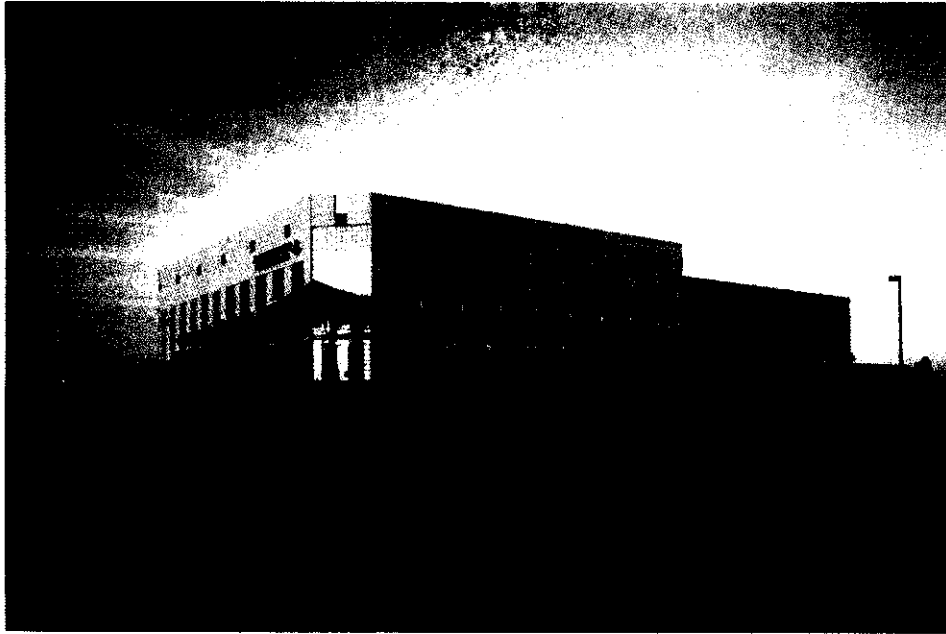
E. Coordination of Design Elements

The coordination and consistency of exterior wall appurtenances including awnings, exterior decks, balusters and railings, and logos shall be regulated through the site plan review process.

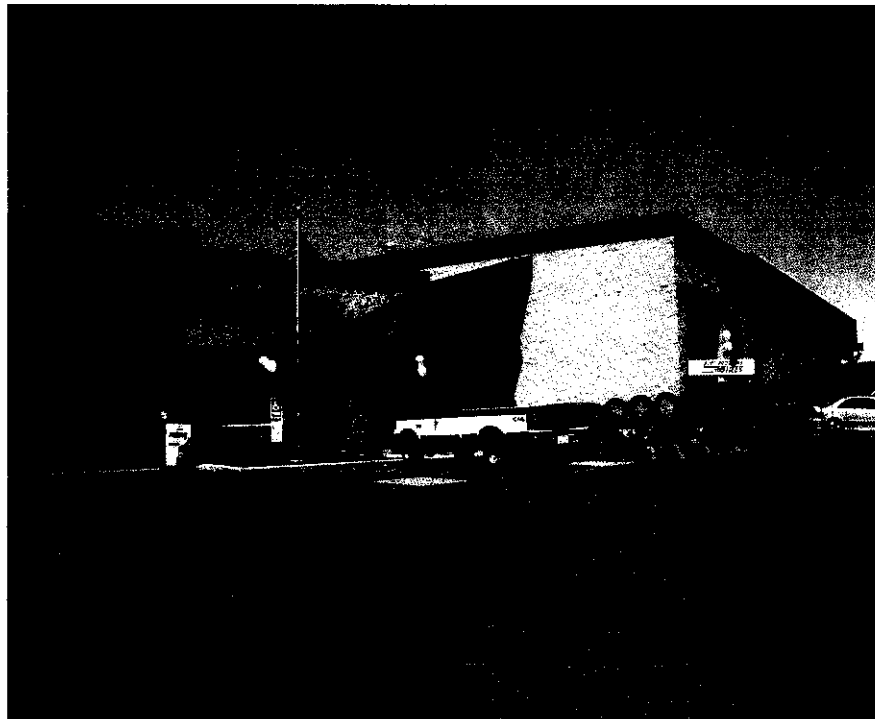
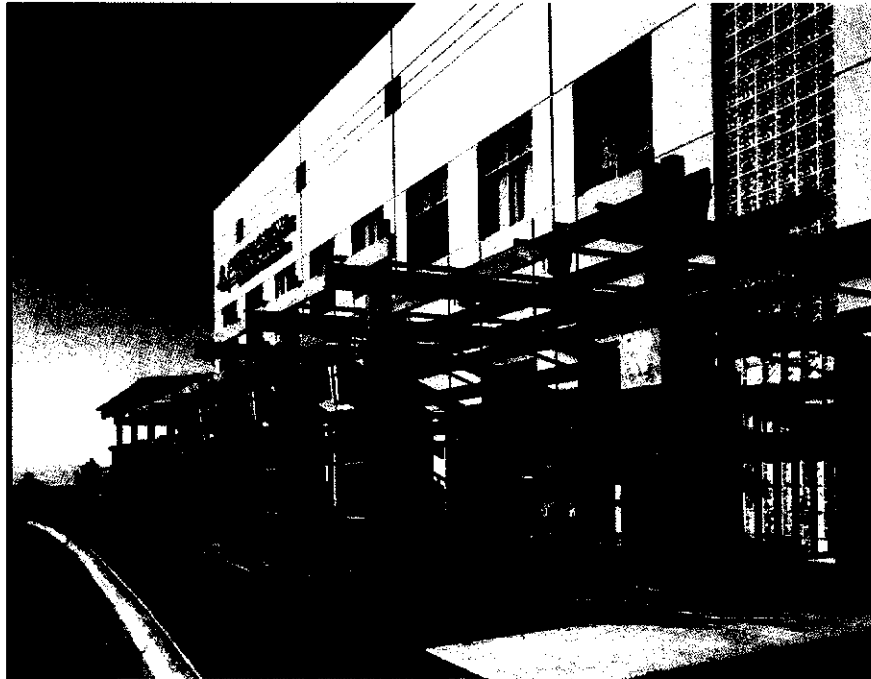
Relationship of General Design, Building Arrangement, Textures, Materials, and Colors proposed to that of adjacent buildings: The site design, shapes of buildings and materials shall be sympathetic to new properties layout, materials and colors.

F. Types and Colors of Exterior Materials

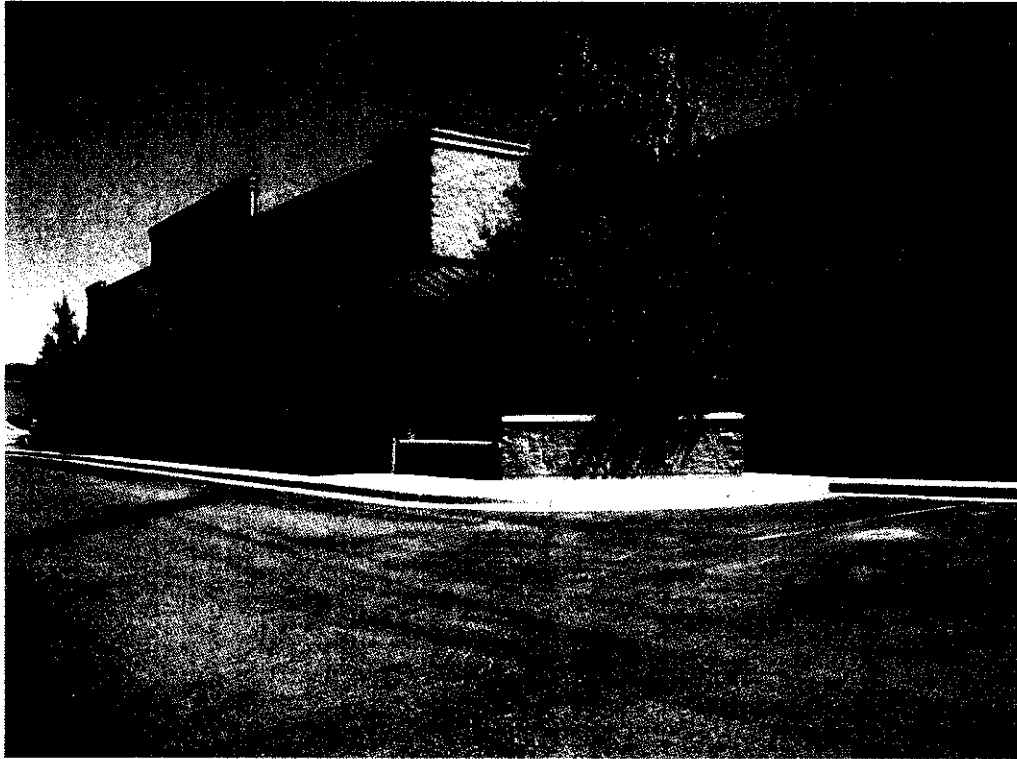
Architecture shall generally consist of natural elements reflective of the "rural mountain" storefront theme. Building coloration shall generally consist of earth-tone colors. Use of wood siding, glue-laminated beams and columns, native stone and lichen rock, stucco, split-face and fluted concrete masonry units are encouraged. Tilt-up concrete wall panels may be used when combined with appropriate fenestration, form liner, panelization and coloration to break up the flat wall surface. Examples of acceptable tilt-up concrete construction are included as an exhibit to these guidelines. Natural earth tone colored awnings and canopies sympathetic with the building color built of metal, canvas, etc can be permitted provided they comply with the intent of these design guidelines. Light colored stucco such as white, beige or ivory are not permitted. Stucco should be in darker tones such as tan, brown and green.



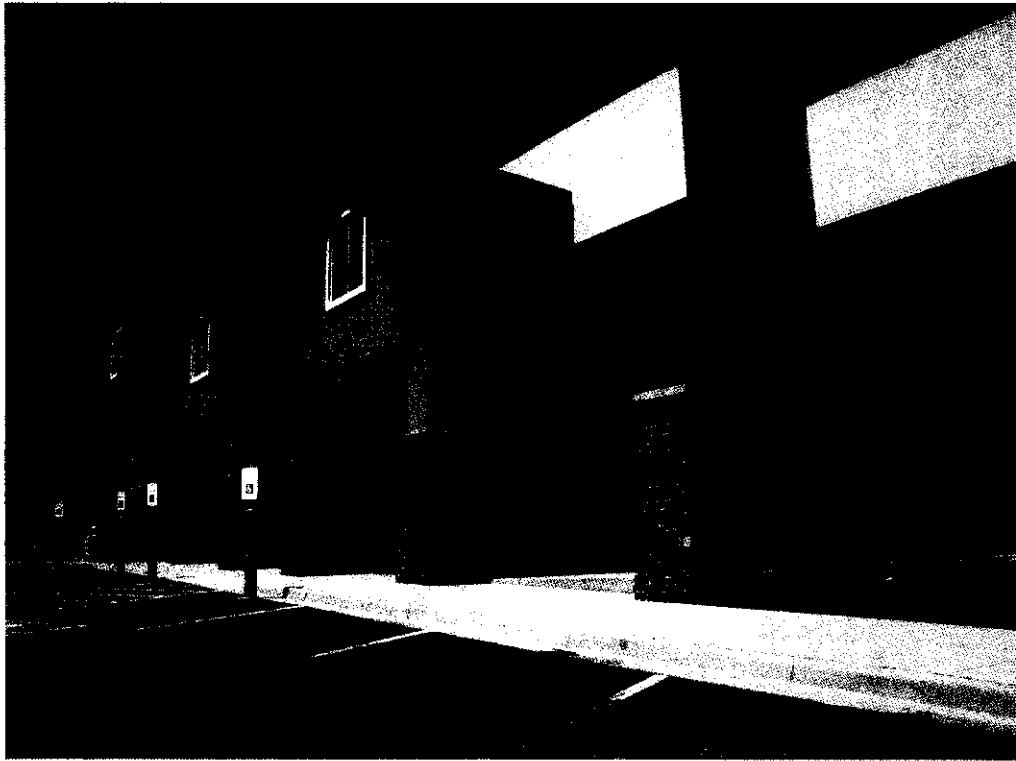
Summit Business Park
Summit Industrial Park



Summit Business Park
Summit Industrial Park



Summit Business Park
Summit Industrial Park



G. *Windows*

Windows used shall be aluminum clad wood windows. The windows shall be consistent with the "Rural Mountain" style of architecture. Exterior colors for windows shall generally consist of earth-tone colors, as described in the "Types and Colors of Exterior Materials" section. No highly reflective or raw aluminum shall be allowed. Window design shall be consistent from building to building, so that there is consistency in the development as a whole.

H. *Roofing Material*

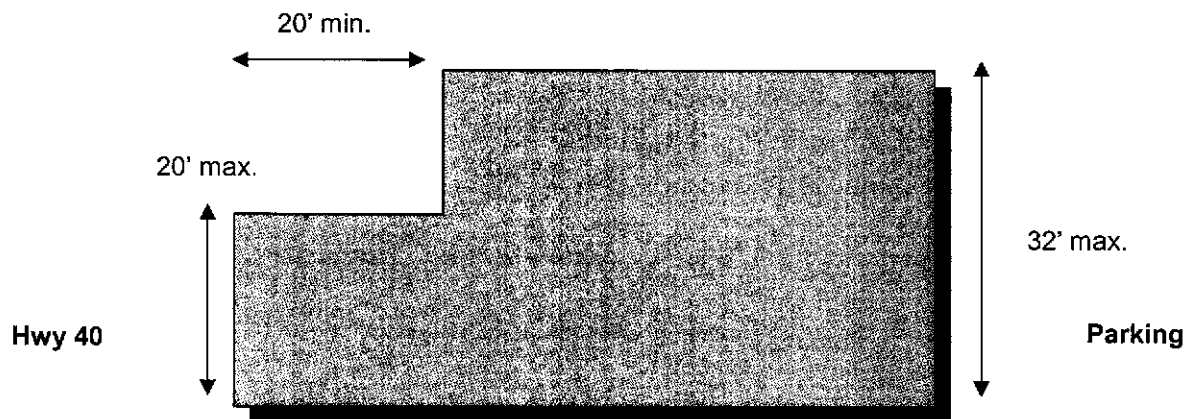
The roofing material used on a pitched roof surface shall compliment the building design and be compatible with the surrounding environment in color and texture. Roof materials encouraged for use in these developments include composite shingles, non-reflective metal and sheet iron. The colors of materials used on a flat roof shall blend with the color of parapet walls. The colors of materials for roof applications other than flat roofs are limited to darker colors such as browns, greys or black.

I. Exterior Storage

Screening for exterior storage should be determined by the height of the material being screened. To as great of an extent as possible, any exterior storage yards shall be screened using either berms with landscaping or solid walls compatible with the building material or a combination of these. Chain link fencing with appropriate slatting or vinyl coating is an acceptable screening material for areas of any lot not visible from the street. Exterior storage should be confined to portions of the site least visible to public view.

J. Building Height Variation

Building heights on Lots 1-10, 15, 16 & 31 shall be varied as appropriate. It is required on these lots that the taller elements of the structures be located away from Highway 40 towards the East. The Building Height Variation Exhibit shown below identifies how the building heights will be reviewed.



K. Antennae

Antennae for TV and radio satellite dishes allowed in accordance with the Federal Telecommunications Act and all applicable Summit County ordinances. Satellite dishes should be limited to 36" maximum diameter wherever possible. Dishes must be adequately concealed and painted to match the adjacent surfaces. Satellite dishes will not be allowed on the roof of any structure without the approval from Summit County.

L. Solar Equipment

Solar Equipment will be flush mounted and incorporated into the structure mass and must be architecturally compatible with the building. Solar panels may not appear to be set on a sub-structure foreign to the roofline of the structure. All trim must be anodized bronze or finished to match the roof. No plumbing or bright metal may be exposed.

M. Walls and Fences

Walls serve as an important function in the industrial landscape and where practical, should be used to screen automobiles, loading and storage areas and utility structures. However, if not required for a specific screening or security purpose they should not be utilized. The intent is to keep the walls as low as possible while performing their screening and security functions.

Where walls are used at property frontages, or screen walls are used to conceal storage and equipment areas, they should be designed to blend with the site's architecture. Both sides of all perimeter walls should be architecturally treated. Where practical, plant materials and berming should be used in combination with walls.

III. Landscaping Standards

A. Landscaping

Landscaping should be used to define areas by helping to focus on entrances to buildings, parking lots, loading areas, defining the edges of various land use, providing transition between neighboring properties (buffering) and providing screening for outdoor storage, loading and equipment areas. Landscaping should be in scale with adjacent buildings and be of appropriate size at maturity to accomplish its goals.

1. Building Buffer: Businesses should conform to the minimum landscape requirements as more fully set forth below. Trees must be placed in clumps to simulate a natural feel. For every 100 linear feet of building façade, the following is required:

- a) 2 large trees which are 2.5" caliper for deciduous and 8' for evergreens (min).
- b) 8 large shrubs. 5 gal min. A list of acceptable vegetation is provided in Table I.
- c) All other disturbed areas to be revegetated with a mix of native

grasses provided in Table 2.

2. Street side Buffer: Trees must be placed in clumps to simulate a natural feel. For every 100 linear feet of street frontage the following is required:

- a) 3 large trees which are 2.5" cal for deciduous and 8' for evergreens (min).
- b) 8 large shrubs. 5 gal min. (A list of acceptable vegetation is provided in Table 1.)
- c) All other disturbed areas to be revegetated with a mix of native grasses provided in Table 2.

3. Monument Landscaping: Plantings shall be contained so as not to grow into and obstruct any lettering or numbering on the monument sign.

4. Storage Areas: Plantings around storage areas will be required if the above landscaping requirements are not sufficient in screening said areas from any surrounding roads or public areas.

Landscaping Specifications will meet Chapter 4, Section 21 of the Snyderville Basin Development Code.

The Site Landscape Exhibit and List of Plant Materials shown on the next pages graphically illustrate application of the requirements above.

5. Roadway Buffer: Trees and shrubs above 6" in height and irrigation spray heads and valve boxes shall be at least 10' from the edge of pavement.

6. Grass, Seed and Other Materials: Grass, seed and other materials shall be clean and reasonably free of weeds and noxious pests and insects.

7. Grass Lawns: Grass lawn areas shall be kept to a minimum.

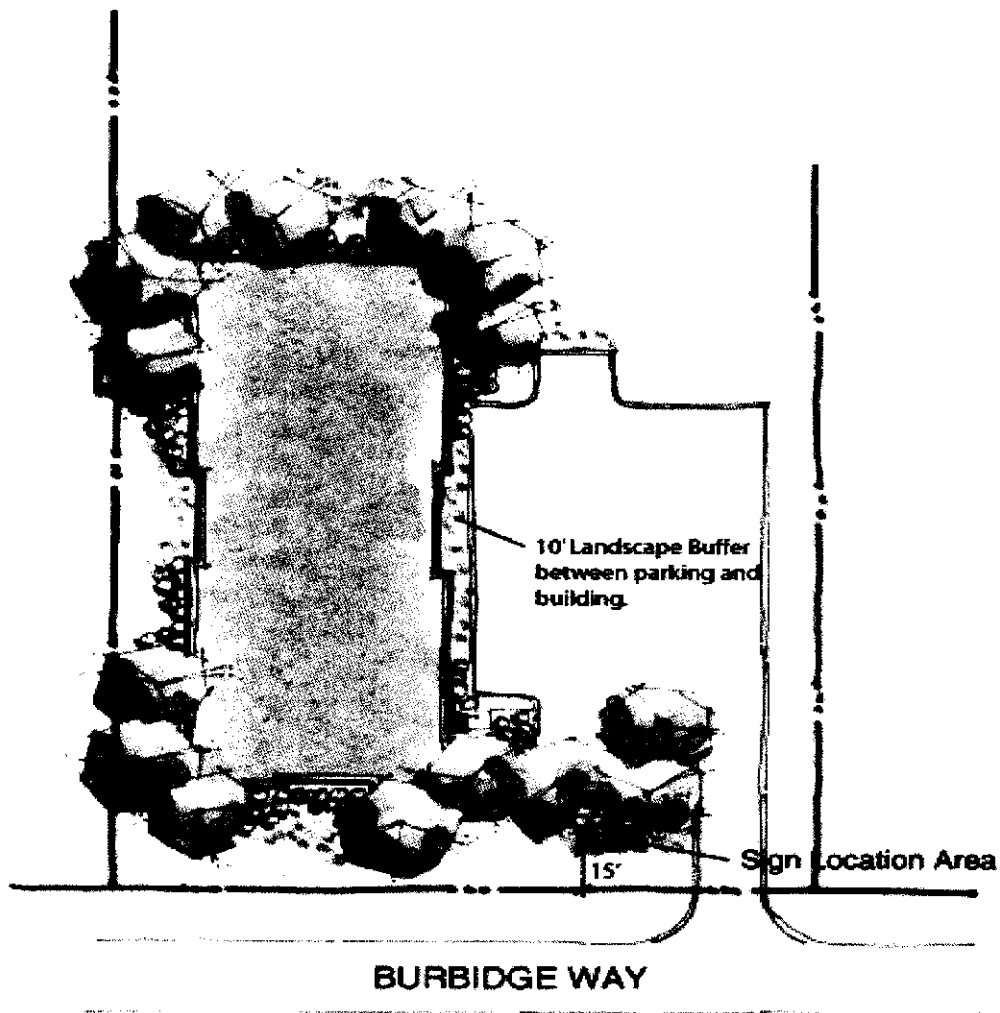
8. Common Area Landscaping: Common area landscaping should provide aesthetic enhancement of the project site. Plant materials should reflect the approved architectural theme while giving careful attention to the "blending" or transitioning of the proposed landscape with surrounding landscape.

The proposed landscape plantings should include a diverse combination of plant types and plant sizes focusing primarily on those plants indigenous to the Park City area and more fully described in Table 1.

Entryway landscaping should include design elements which are common to the proposed development. Design elements may include, but not be limited to: entry wall monuments, raised planters, specimen trees and upsized shrub plantings.

It is anticipated that the common area landscaping will be incorporated as part of the overall site improvements and will be completed before the first certificate of occupancy is issued.

9. Irrigation: Appropriate irrigation shall be used and shall include water conserving fixtures such as drip irrigation and bubblers that are directed to each tree or shrub.

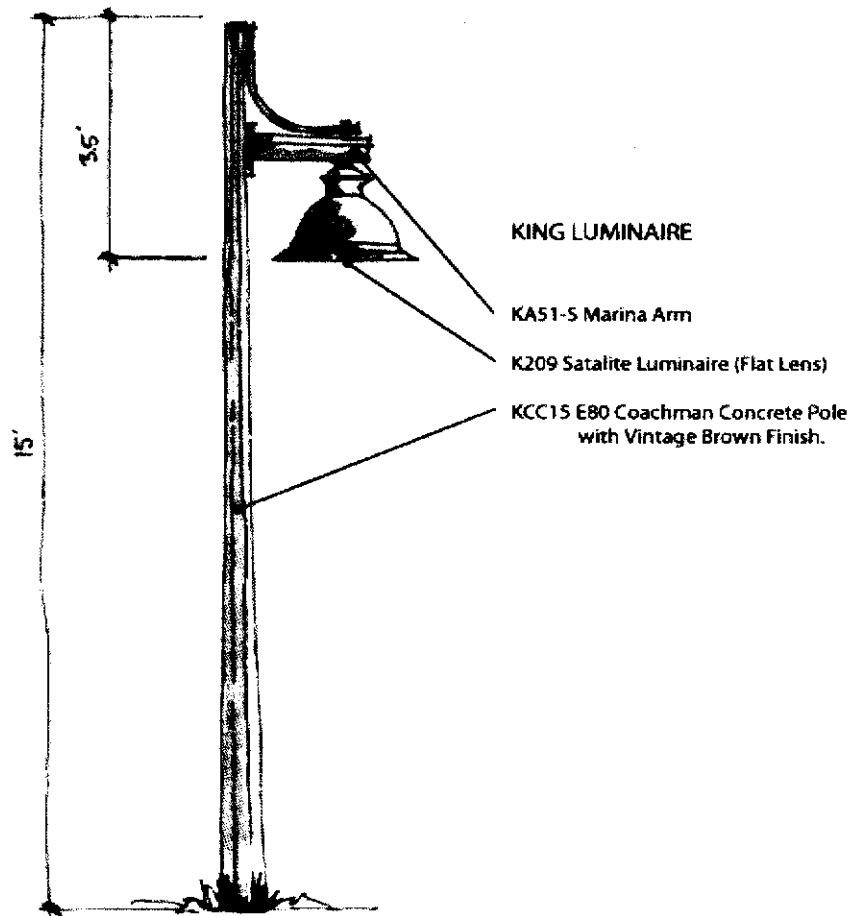


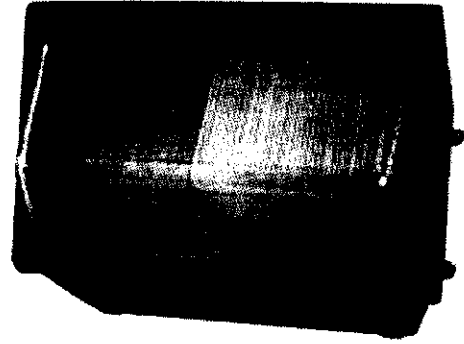
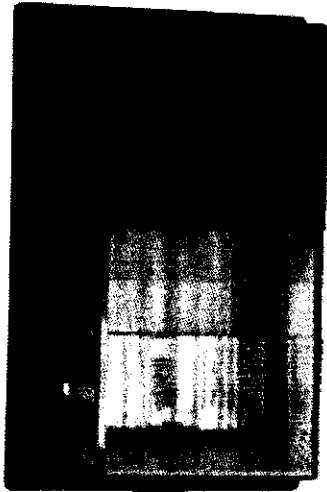
IV. Lighting Standards

All permitted exterior lighting of the parking lot, storage yards, and street shall be to the code requirements by the use of the pole lighting represented in the lighting exhibit.

Exterior Lighting is allowed only for parking purposes, lighting entryways, security, garage doors, and signs as described in the "Sign Design Guidelines". Lighting is not allowed to cast upward. Exterior lighting fixtures shall be consistent in style to blend with the "Rural Mountain" architectural style.

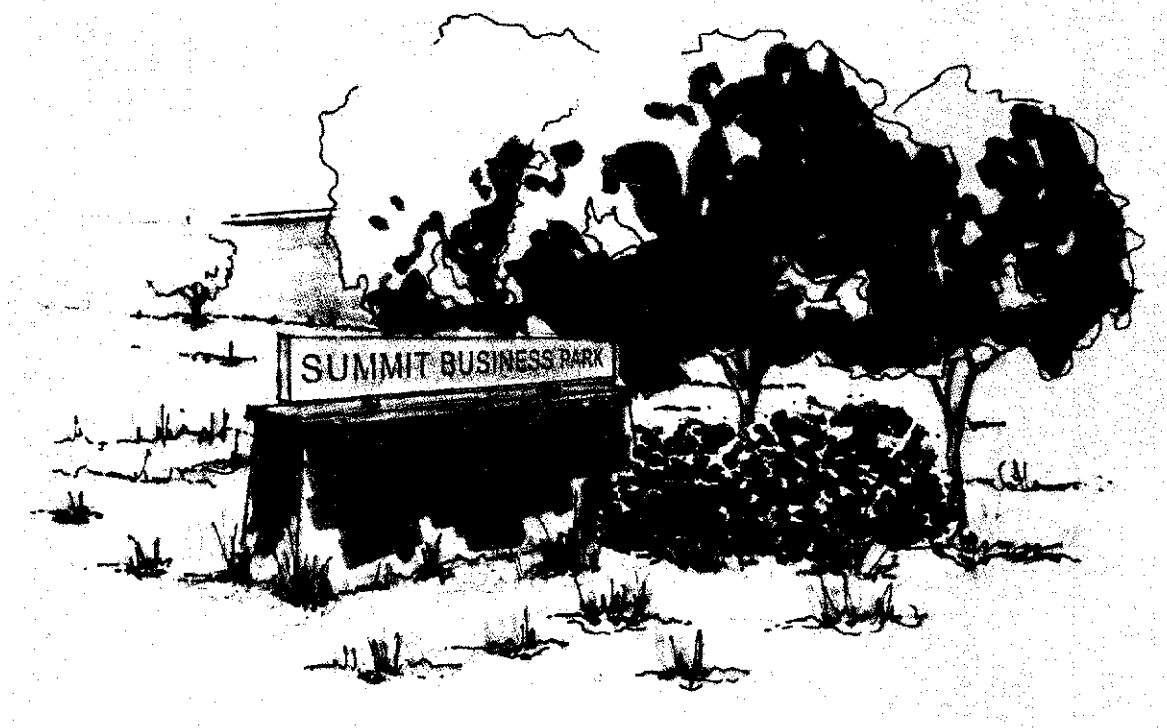
All lighting fixtures and types will fully comply with the provisions of the Snyderville Basin Development Code in effect at the time of building permit application.





Examples of acceptable exterior building lighting (wall packs) are shown above.

V. Comprehensive Signage Plan



This Comprehensive Signage Plan for the Summit Business Park development is consistent with the Summit County Ordinance 306. To the extent that a provision is not addressed in this Comprehensive Signage Plan, then those provisions shall come under the terms and standards of the Ordinance.

A. *Commercial Development Sign Design Guidelines*

1. General Regulations

a) The industrial site should be appropriately signed to give directions to loading and receiving areas, visitor parking and other special areas. Businesses should be identified by facade-mounted signs. Monument signs located at the entrances to the industrial park will be installed. Directory signs listing all businesses shall also be permitted at the industrial park entrances. Window signs may be used according to the sign design guidelines. Other types of signs that are listed below are not allowed.

- b) Placement and Character
 - i. Sign character will generally conform to the character represented in the illustrations attached herewith.
 - ii. Concrete, stone, masonry and metal are the materials of preference.
 - iii. Signs shall be placed in a manner so as not to detract from the building's architectural elements.
 - iv. Signs on buildings adjacent to Highway 40 may not be placed on facades facing the Highway.
 - v. Signs shall not be located 12' above the grade when mounted to the building façade and shall be compliant with all applicable codes.
 - vi. "Store front" shall mean that building façade through which there is primary access to the tenant space.

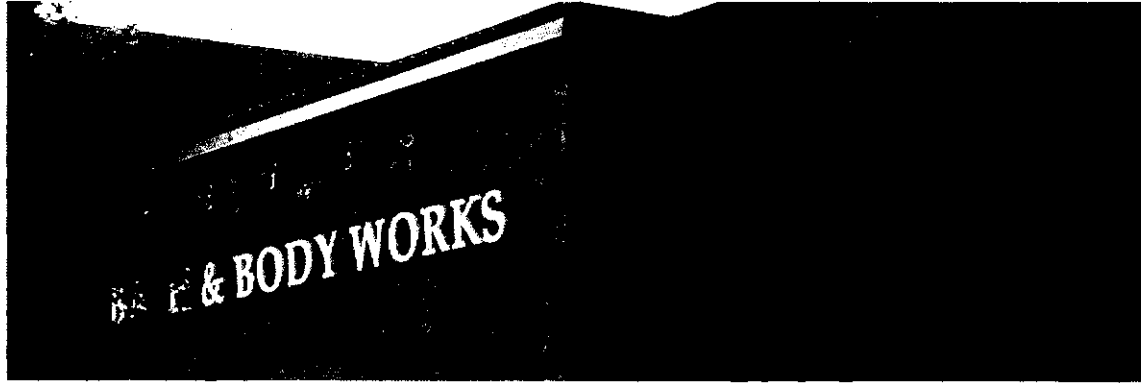
c) All exterior building signs may present only the name of the business for that tenant space and may include the business/company logo. Brand names and logos shall not be allowed in a sign unless they are specifically part of the name/trademark of the business in that tenant space. Each business may use those colors, sizes or designs that are unique to its business. The sign may not identify products sold or produced by the business.

d) Address numbers shall be a maximum of six (6) inches in vertical dimension, but may be larger if required by the Park City Fire Service District. The location of the address sign shall be placed in close proximity to the main entrance to the business/tenant space.

- e) Sign Lighting
 - i. Exposed neon tubing and/or individual light bulbs forming the sign copy shall not be permitted on any sign. Exposed neon signs shall be permitted inside a business/tenant space but shall not be placed within ten (10) feet of the inside surface of the storefront window.
 - ii. Back lit full sign face illuminated signs shall not be permitted.
 - iii. Light may be cast directly onto the face of the sign by an external light source. In such instances, the light must be focused on the sign face.
 - iv. Halo signs, reverse pan channel, and internally lit pan channel letters are permitted.
 - v. Back lighting through individual routed letters/copy or through the material that comprises the letters/copy in the sign face is permitted as long as the light source is screened from direct view.

f) Handwritten and taped signs to storefronts are prohibited.

- g) Signs painted on the building surface are prohibited.
- h) Awnings and canopies are permitted without signs.
- i) Construction Site Signs
 - i) Construction site signs shall comply with the provisions of the Snyderville Basin Development Code.



Day and night visualization of exterior signage.



2. Façade Mounted Signs

a) Up to two (2) facade-mounted signs are permitted per tenant space. In no instance shall there be more than one sign of this type per building façade, unless tenant rents two spaces.

b) No façade-mounted sign shall exceed one (1) square foot of sign area for each four (4) lineal feet of business/tenant space frontage of the façade on which the sign will be located. No façade-mounted sign may exceed thirty (30) square feet.

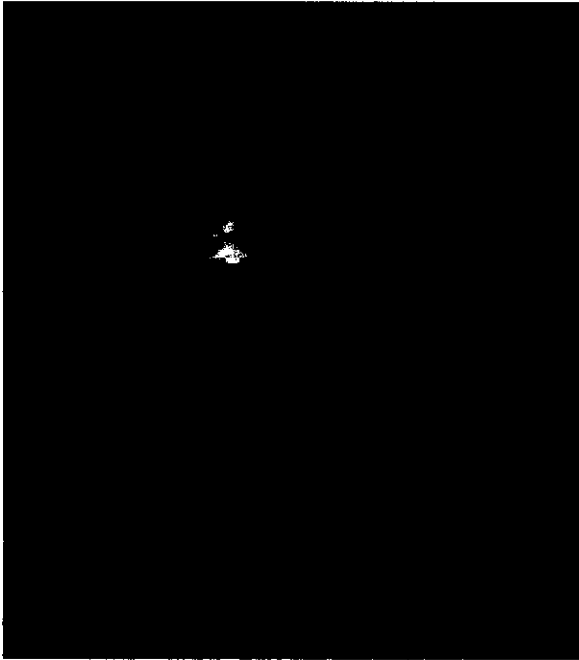
c) All signs shall be mounted in such a manner that allows the entire surface of the building to weather naturally and consistently. The intent of this guideline is to eliminate signs that would provide a "shadow" on the building if the sign were removed.

d) As mentioned in section 1, the facades facing Highway 40 shall be void of any signage.



3. Suspended or Supported Signs

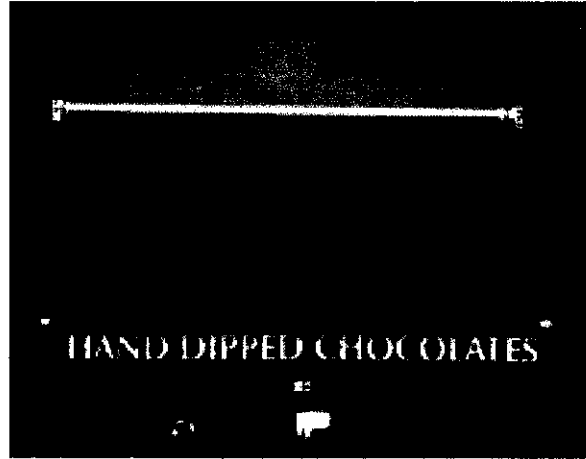
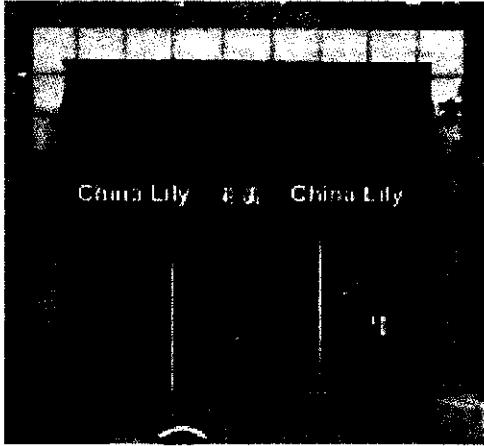
- a) Suspended, supported and projected signs are not allowed in the Summit Business Park.



4. Window Signs

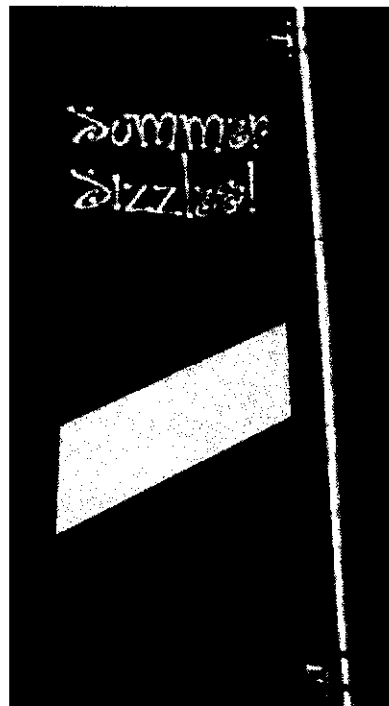
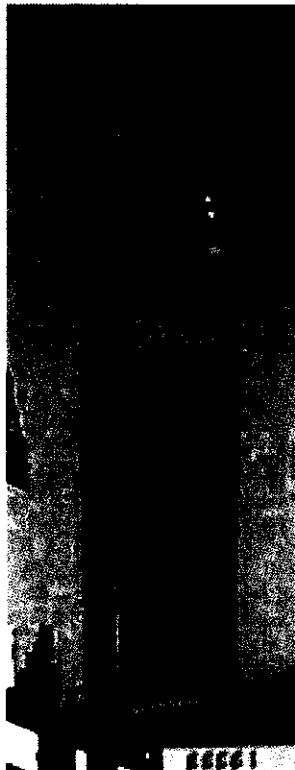
- a) A window sign may be up to one (1') foot in vertical dimension and three (3'0") feet in horizontal dimension.
- b) Up to one window sign is permitted per tenant space.
- c) Customer information signs on windows and doors may display such items as credit card decals, hours of operation, etc. Such signs shall be limited to a maximum of two square feet of coverage per entire window or door area.





5. Awning / Canopy Signs

- a) While awnings and canopies are allowed, signs printed on them are not.



6. Banners

a) Permanent banners are not allowed in the Summit Business Park.

b) Temporary banners will meet Chapter 8(c)(5) of the Snyderville Basin Code.



7. Directional and Street Name Signs

a) Street name identification signs shall be provided at key intersections.

b) Directional signs such as "stop", "yield" or speed limit signs located within public rights-of-way shall conform to the current version of the Manual on Uniform Traffic Control Devices (M.U.T.C.D.) for size and color. These signs shall be mounted per Summit County standards.



8. Monument Signs

- a) Monument signs will only be permitted at the locations identified on the site plan.
- b) Materials used in the design of the monument base shall be compatible with the illustration above. Concrete, masonry, stone and non-painted metals are thought to be the primary materials. Plastic and/or lexan are not permitted except to shield an internal light source where individual logos/lettering has been routed through a wood or metal fascia.
- c) Monument signs may be double sided.
- d) Monument signs shall not encroach into a road right-of-way, nor shall any sign be situated near an intersection in such a manner so as to interfere with vehicular sight distance. These signs shall be set back at least fifteen (15) feet from the edge of the right-of-way and entrance drive unless special circumstances warrant a lesser distance, which may be approved by Summit County as part of this comprehensive sign plan.
- e) All monument signs shall be located within a landscaped area. Landscaping shall be designed in a manner that minimizes the visual impact of the sign, without blocking the view of the sign from the specific area from which it is intended to be seen, or adversely affecting the safety of pedestrian and vehicular sight distance. Designs that integrate the sign into the landform should be considered.

B. Enforcement

This Comprehensive Sign Plan shall be enforced under the provisions of Section 8.2(L) of the Snyderville Basin Development Code.

C. Permits Required

No sign shall be erected without securing any permits required under Section 8.2(K) of the Snyderville Basin Development Code and any other permits specifically required hereunder.

TABLE 1

SHRUBS, PERENNIAL & GROUND COVER

Aegopodium podagraria 'Variegatum'	
Amelanchiar utahensis	Silveredge Bishop's Weed 18" o.c.
Aquileya	Utah Serviceberry
Arctostaphylos uva-ursi	Columbine
Artemisia Tridentata	Kinnikinnick
Aster alpinus	Mountain Big Sagebrush
Astragalus Utahensis	Alpine Aster
Boutelova aracillis	Utah Lady Finger
Castilleja chromosa	Blue Grama
Cercocarpus ledifolius	Indian Paintbrush
Coreopsis lanceolata	Curl-leaf Mountain Mahogany
Echinacea purpurea	Lance Corcopsis
Ephedra viridis	Purple Coneflower
Eriogonum umbellatum	Green Mornan Tea
Geranium 'Viscosissimum'	Sulfurflaver Buckwheat
Iberis sempervirens	Hardy Geranium
Lupinus sp.	Candytuft
Mahonia repens	Lupine
Oenothera caespitosa	Creeping Oregon Grape
Penstemon spp.	Fragrant Evening Primrose
Penstemon strictus	Dogwood
Prunus cistena	Potentilla
Purshia mexicana	Rocky Mtn. Penstemon
Rhus trilobata	Purple Leaf Sandcherry
Spiraea vanhouttei	Cliffrose
Stipa hymenoides	Oakleaf Sumac
	Bridal Wreath Spirea
	Indian ricegrass

TREES

Acer Glabrum	Rocky Mountain Maple
Amelanchier canadensis	Shadblow Serviceberry
Celtis occidentalis	Common Hackberry
Cercocarpus montanus	Beechleaf Mountain Mahogany
Juniperus scopulorum	Rocky Mountain Juniper
Picea Pungens	Colorado Spruce
Pinus contorta latifolia	Lodgepole Pine
Populus Tremuloides	Quaking Aspen
Prunus Virginiana	Chokecherry
Quercus Gambellii	Gambel Oak

TABLE 2

Western Wheatgrass	Agropyron smithii	(25%)
Bluebunch Wheatgrass	Agrophyron spicatum	(25%)
Smooth Brome	Bromus inermis	(20%)
Sheep Fescue	Festuca ovina	(15%)
Blue Flax	Linum lewisii	(5%)
Rock Mountain Penstemon	Penstemon strictus	(5%)
White Yarrow	Achilled millefolium	(5%)

- Apply @ 35 lbs/acre

EXHIBIT F

