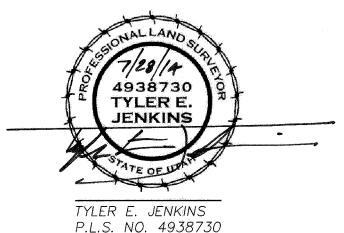
NEVIS AT NEWPARK SUBDIVISION

AMENDING ALL OF LOT P-2. NEWPARK PARCEL P SUBDIVISION.

LYING WITHIN THE NORTHEAST QUARTER (NE 1/4) OF SECTION 19. TOWNSHIP 1 SOUTH, RANGE 4 EAST, SALT LAKE BASE AND MERIDIAN

SURVEYOR'S CERTIFICATE

TYLER E. JENKINS DO HEREBY CERTIFY THAT I AM A PROFESSIONAL LAND SURVEYOR, AND THAT I HOLD CERTIFICATE NO. 4938730 AS PRESCRIBED BY THE LAWS OF THE STATE OF UTAH. I FURTHER CERTIFY THAT BY THE DIRECTION OF HAMLET DEVELOPMENT, I HAVE MADE A SURVEY OF THE TRACT OF LAND SHOWN ON THIS PLAT AND DESCRIBED HEREWITH AND THE MONUMENTS DEPICTED ON THE PLAT ARE OF THE CHARACTER SHOWN, OCCUPY THE POSITIONS INDICATED. AND ARE OF SUFFICIENT NUMBER AND DURABILITY:



LEGAL DESCRIPTION

ALL OF LOT P-2. NEWPARK PARCEL P SUBDIVISION. RECORDED AT ENTRY NO. 939829. ON FILE AT THE SUMMIT COUNTY, UTAH RECORDER'S OFFICE.

OWNER'S DEDICATION

KNOW THAT ALL PEOPLE BY THESE PRESENTS THAT WE, THE UNDERSIGNED OWNER OF THE ABOVE DESCRIBED TRACT OF LAND, HAVING CAUSED THE SAME TO BE SUBDIVIDED INTO LOTS AND STREETS TO BE HEREAFTER KNOWN AS: NEVIS AT NEWPARK

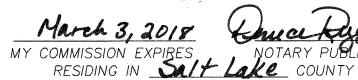
DO HEREBY GRANT UNTO EACH PRIVATE UTILITY COMPANY AND PUBLIC UTILITY AGENCY PROVIDING UTILITY SERVICES TO THIS PROJECT, A PERPETUAL NON-EXCLUSIVE EASEMENT IN ALL AREAS SHOWN HEREON TO INSTALL, USE, KEEP, MAINTAIN, REPAIR AND REPLACE, AS REQUIRED, UNDERGROUND UTILITY LINES, PIPES AND CONDUITS OF ALL TYPES AND APPURTENANCES THERETO SERVING THIS PROJECT.



TITLE: CHAIRMAN OF HAMLET HOMES CORPORATION. MANAGING MEMBER OF NEVIS AT NEWPARK LLC FOR: NEVIS AT NEWPARK LLC

LIMITED LIABILITY COMPANY ACKNOWLEDGEMENT

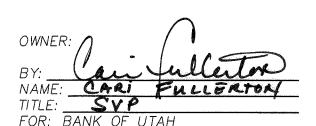
ON THE 284 DAY OF JULY A.D., 2014, MICHAEL BRODSKY PERSONALLY APPEARED STATE OF UTAH, WHO AFTER BEING DULY SWORN, ACKNOWLEDGED TO ME THAT HE IS THE CHAIRMAN OF HAMLET HOMES CORPORATION. MANAGING MEMBER OF NEVIS AT NEWPARK LLC. A UTAH LIMITED LIABILITY COMPANY AND THAT HE SIGNED THE OWNER'S DEDICATION FREELY AND VOLUNTARILY FOR AND IN BEHALF OF SAID LIMITED LIABILITY COMPANY FOR THE PURPOSES THEREIN MENTIONED.





CORPORATE ACKNOWLEDGEMENT

ON THE 28+1 DAY OF July A.D., 2014, LARRY BURTON PERSONALLY APPEARED BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC, IN AND FOR SAID COUNTY OF SALT LAKE IN THE STATE OF UTAH, WHO AFTER BEING DULY SWORN, ACKNOWLEDGED TO ME THAT HE IS THE PRESIDENT OF US TITLE COMPANY OF UTAH, A CORPORATION IN THE STATE OF UTAH, AND THAT HE SIGNED THE OWNER'S DEDICATION FREELY AND VOLUNTARILY FOR AND IN BEHALF OF SAID CORPORATION FOR THE PURPOSES THEREIN MENTIONED.



CORPORATE ACKNOWLEDGEMENT

A.D., 2014, Cari Fullerion PERSONALLY APPEARED My Commission Expires: Auns 19, 2014 DAY OF JULY BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC, IN AND FOR SAID COUNTY OF SALT LAKE IN THE STATE OF UTAH, WHO AFTER BEING DULY SWORN, ACKNOWLEDGED TO ME THAT HE IS OF BANK OF UTAH, A CORPORATION IN THE STATE OF UTAH, AND THAT HE SIGNED THE OWNER'S DEDICATION FREELY AND VOLUNTARILY FOR AND IN BEHALF OF SAID





Salt Lake

PLAT NOTES

1. THIS PLAT IS APPROVED SUBJECT TO THE CONDITIONS CONTAINED IN THE NEWPARK MASTER DEVELOPMENT PARCEL PLAT, DATED APRIL 14, 2004, AND RECORDED AS ENTRY NO. 654674.

2. THIS PLAT IS SUBJECT TO THE FOURTH AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS OF NEWPARK OWNERS ASSOCIATION ("MASTER ASSOCIATION") RECORDED IN BOOK 1814, PAGE 1035-1063 IN THE OFFICE OF THE SUMMIT COUNTY RECORDER AS AMENDED FROM TIME TO TIME ("MASTER COVENANTS"), WHICH SHALL ENCUMBER ALL OF NEWPARK TOWN CENTER.

3. ALL COMMON AREAS ARE SUBJECT TO A NON-EXCLUSIVE PUBLIC AND PRIVATE UTILITY AND DRAINAGE EASEMENT FOR THE PURPOSE OF PROVIDING ACCESS FOR UTILITY INSTALLATION, USE, MAINTENANCE AND EVENTUAL RÉPLACEMENT.

4. THE COMMON AREA INCLUDES ALL REAL PROPERTY AND IMPROVEMENTS WITHIN THE PROJECT, OTHER THAN PARCELS OWNED BY THIRD PARTIES IN FEE. THE COMMON AREA INCLUDES, WITHOUT LIMITATION, ALL LANDSCAPED AREAS, PRIVATE ROADWAYS, WALKWAYS OR PEDESTRIAN CORRIDORS, PARKING AREAS, PLAZAS, ETC. OWNED OR MAINTAINED THRU EASEMENT BY THE NEWPARK OWNERS ASSOCIATION FOR THE COMMON USE AND ENJOYMENT OF ALL OWNERS, UNLESS SPECIFICALLY LIMITED BY RECORDED DOCUMENTS.

5. THE MASTER ASSOCIATION SHALL, PURSUANT TO THE MASTER DECLARATION, MAINTAIN, REPAIR AND REPLACE ALL COMMON AREAS AND COMMON IMPROVEMENTS OF THE MASTER ASSOCIATION WITHIN NEVIS AT NEWPARK AND WITHIN NEWPARK TOWN CENTER THAT ARE CREATED PURSUANT TO THE MASTER DECLARATION AND RELATED PLAT(S), INCLUDING BUT NOT LIMITED TO PEDESTRIAN CORRIDORS, PRIVATE ROADWAYS, LANDSCAPE, PARKING AREAS, UTILITY INFRASTRUCTURE AND OTHER COMMON FACILITIES. RESPONSIBILITY FOR THE COST OF MAINTAINING SUCH COMMON IMPROVEMENTS SHALL BE SHARED BY THE PARCEL OWNERS IN NEWPARK TOWN CENTER IN ACCORDANCE WITH THE MASTER COVENANTS.

6. THE MASTER ASSOCIATION IS GRANTED THE RIGHT TO REMOVE SNOW OVER ALL MASTER ASSOCIATION COMMON AREAS OF NEWPARK TOWN CENTER AND COMMON AREAS OWNED BY NEVIS AT NEWPARK.

7. THE TOWNHOMES WITHIN THE NEVIS AT NEWPARK ARE DESIGNED WITH ZERO LOT LINES. BUILDINGS AND OTHER IMPROVEMENTS MAY BE LOCATED ON THE PROPERTY LINE. ADJOINING BUILDINGS MAY HAVE A COMMON FOOTING. FOUNDATION. OR WALL. WHICH MAY BE CENTERED ALONG THE PROPERTY LINE.

8. PUBLIC TRANSPORTATION AND PARKING STRUCTURES ARE CONTEMPLATED IN THE NEWPARK TOWN CENTER TO FACILITATE TRANSIT ORIENTED DEVELOPMENT GRANTS OR OTHER FORMS OF FINANCIAL ASSISTANCE FOR PUBLIC TRANSPORTATION AND/OR PARKING IMPROVEMENTS. THE MASTER ASSOCIATION MAY CONVEY EASEMENTS OR FEE TITLE TO COMMON AREAS WITHIN NEWPARK TOWN CENTER THAT ARE DESIGNATED FOR PARKING TO A PUBLIC AGENCY IN CONNECTION WITH SUCH GRANTS OR LOANS. ANY SUCH CONVEYANCE SHALL BE SUBJECT TO AN APPROPRIATE RESERVATION TO ADDRESS THE REASONABLE PARKING DEMANDS OF OWNERS. TENANTS AND GUESTS WITHIN THE NEWPARK TOWN CENTER.

9. EACH PARCEL OF LAND IN NEWPARK TOWN CENTER IS ENTITLED TO UTILIZE ANY PUBLIC UTILITIES SERVING THAT PARCEL UPON THE APPROVAL OF THE UTILITY PROVIDER AND SUBJECT TO THE TERMS AND CONDITIONS OF SAID UTILITY PROVIDER IN ACCORDANCE WITH THE RESTRICTIVE COVENANTS AND NEWPARK OWNERS ASSOCIATION BYLAWS AND ARTICLES OF INCORPORATION.

10. A NON-EXCLUSIVE 20.00 FOOT WIDE PUBLICAUTILITY EASEMENT IS HEREBY DEDICATED ALONG ALL PUBLIC RIGHT OF WAYS, AND IS SUBJECT TO FOUNDATIONS AND STRUCTURES TO BE LOCATED WITHIN SAID EASEMENT. 11. UTILITY PROVIDERS HAVE THE RIGHT TO INSTALL. OPERATE AND MAINTAIN THEIR EQUIPMENT AND OTHER RELATED FACILITIES ABOVE AND BELOW GROUND LEVEL WITHIN THE PUBLIC UTILITY EASEMENTS, AS MAY BE NECESSARY OR REASONABLE IN SERVING THE PARCELS, INCLUDING THE RIGHT OF ACCESS TO SUCH FACILITIES AND THE RIGHT TO REQUIRE REMOVAL OF ANY OBSTRUCTIONS. INCLUDING TREES AND VEGETATION THAT MAY BE PLACED WITHIN THE EASEMENT AT THE OWNER'S EXPENSE EXCEPT AS DEPICTED ON THIS PLAT, NO PERMANENT STRUCTURES OR OBSTRUCTION MAY BE PLACED IN THE EASEMENTS THAT INTERFERE WITH THE USE OF THE EASEMENTS WITHOUT THE PRIOR WRITTEN APPROVAL OF THE AFFECTED UTILITY PROVIDER.

12. ALL PARCELS ARE SUBJECT TO PARK CITY FIRE SERVICE DISTRICT REVIEW AND REQUIREMENTS, INCLUDING STANDARDS FOR ACCESS AND WATER SUPPLY FOR FIRE PROTECTION AND FULL PAYMENT OF SUBSEQUENT IMPAÇTI AND PERMIT FEES. AN ALL WEATHER FIRE DEPARTMENT ACCESS ROAD IS REQUIRED TO BE INSTALLED AND MADE SERVICEABLE PRIOR TO THE ISSUANCE OF A BUILDING PERMIT AUTHORIZING COMBUSTIBLE CONSTRUCTION. THE ALL WEATHER FIRE DEPARTMENT ACCESS ROAD IS TO BE MAINTAINED AT ALL TIMES DURING CONSTRUCTION. IF THE ALL WEATHER ACCESS ROAD IS NOT MAINTAINED, THE FIRE DISTRICT RESERVES THE RIGHT TO STOP WORK UNTIL REQUIRED ROADS ARE REOPENED. WATER SUPPLIES REQUIRED FOR FIRE PROTECTION ARE TO BE INSTALLED AND MADE SERVICEABLE PRIOR TO THE ISSUANCE OF A BUILDING PERMIT AUTHORIZING CONSTRUCTION OF COMBUSTIBLE IMPROVEMENTS. IF 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 IDENTIFIED IN A MANNER TO PREVENT OBSTRUCTIONS. EACH WATER SUPPLY FOR FIRE PROTECTION MUST BE MARKED WITH AN APPROVED FLAG TO IDENTIFY ITS LOCATION DURING WINTER CONDITIONS ROOFING MATERIALS MUST BE NON-COMBUSTIBLE AND APPROVED BY THE PCFSD. NO WOOD SHAKE ROOFING MATERIAL WILL BE PERMITIED.

13. SEWER SERVICE TO NEWPARK TOWN CENTER AND THIS PROJECT SHALL BE THROUGH THE SNYDERVILLE BASIN WATER RECLAMATION DISTRICT (SBWRD), AND MUST COMPLY WITH ITS RULES AND REGULATIONS. AT THE TIME OF ANY RESURFACING OF ASPHALT PAVEMENT WITHIN THE PUBLIC AND PRIVATE ROADS SHOWN HEREON, THE MASTER ASSOCIATION SHALL BE RESPONSIBLE TO RAISE SEWER MANHOLES TO GRADE ACCORDING TO The undersigned JEFREYL GOCHNOUR, hereby consents to the SNYDERVILLE BASIN WATER RECLAMATION STANDARDS. PRIOR NOTIFICATION OF THE ADJUSTMENTS AND INSPECTIONS BY SBWRD IS REQUIRED.

14. WATER SERVICES TO NEWPARK TOWN CENTER AND THIS PROJECT SHALL BE THROUGH THE MOUNTAIN REGIONAL WATER SPECIAL SERVICE DISTRICT (MRWSSD), AND MUST COMPLY WITH ITS RULES AND REGULATIONS. MICHAEL BMOSK-1, and hereby does agree that in the event

of the foreclosure of judicial or non-judicial proceedings, the same shall 15. IN ACCORDANCE WITH PLAT NOTE 17 OF THE MASTER DEVELOPMENT PARCEL PLAT, THE FOLLOWING DENSITY HAS BEEN PLATTED OR CONSTRUCTED TO DATE: THE BUILDING PLAN ON PARCEL P (NEVIS AT NEWPARK) INCLUDES 29.041 SQ.FT. OF RESIDENTIAL SPACE. THE TABLE REFLECTS THESE CHANGES IN SQUARE FEET:

BUILDING DENSITY	RETAIL/COMMERCIAL	RESIDENTIAL	OFFICE	INSTITUTIONAL	ALLOCATION FOR FUTURE DEVELOPMENT*
PREVIOUS PLATS	164,557	301,397	155,166	64,372	
NEVIS AT NEWPARK (AMENDED PARCEL P-2)		29,041			209
LOT P-3 (AMENDED PARCEL P-2)					
PARCEL R-2		an ann an airte ann an an ann an an ann an ann an ann an a			10,080
PARCEL S	and the state of t		A CONTRACTOR OF THE PROPERTY O		57,508
PARCEL NPRK-RM					37,030

*ALLOCATIONS FOR FUTURE DEVELOPMENT CONFIRM NEWPARK'S VESTED DEVELOPMENT RIGHTS, BUT MUST MEET APPLICATION, PUBLIC HEARING AND PLANNING APPROVAL REQUIREMENTS OF THE SUMMIT COUNTY COMMUNITY DEVELOPMENT DEPT. BEFORE DEVELOPMENT CAN PROCEED.

16. THE REAL PROPERTY LOCATED GENERALLY OUTSIDE OF THE AREA WITHIN THE FOOTPRINT OF THE BUILDING(S) ON PARCEL P SHALL BE SUBJECT TO A PARKING AND MAINTENANCE AGREEMENT IN FAVOR OF THE NEWPARK OWNERS ASSOCIATION ("NOA") IN ACCORDANCE WITH, AND SUBJECT TO THE TERMS AND PROVISIONS OF SAID AGREEMENT. THE AGREEMENT WILL PROVIDE FOR LANDSCAPED AREAS, WALKWAYS OR PEDESTRIAN CORRIDORS, CROSS PARKING AREAS WITH ASSOCIATED COSTS AND OBLIGATIONS TO BE ALLOCATED IN THE SAME MANOR AS PRESCRIBED FOR COMMON AREAS UNDER THE MASTER COVENANTS FOR THE PROJECT. THE PARKING AREAS ON THIS PARCEL SHALL ALSO BE SUBJECT TO THE PARKING AND MAINTENANCE AGREEMENT FOR THE PURPOSE OF ESTABLISHING CROSS PARKING RIGHTS IN ACCORDANCE WITH, AND SUBJECT TO, THE TERMS AND PROVISIONS OF THE SAID AGREEMENT. IN ADDITION TO BENEFITING THE BUILDING(S) LOCATED ON PARCEL P, THE PARKING ON PARCEL P WILL ALSO BENEFIT THE NEWPARK TOWN CENTER IN GENERAL DURING OFF-PEAK HOURS. REFERENCE IS MADE TO THE PARKING AND MAINTENANCE AGREEMENT, THE TERMS OF WHICH SHALL CONTROL.

THE FIRE IMPACT FEE REQUIRED BY THE PARK CITY FIRE DISTRICTS FOR PARCEL P WAS NOT PAID AT TIME OF PLAT RECORDATION. HOWEVER THE FIRE IMPACT FEE MUST BE PAID TO THE PARK CITY FIRE DISTRICT PRIOR TO ISSUANCE OF A BUILDING PERMIT FOR CONSTRUCTION ON PARCEL P.

18. THE FINANCIAL ASSURANCES TO INSURE THE DEVELOPER'S PERFORMANCE REQUIRED BY SUMMIT COUNTY UNDER THE DEVELOPMENT IMPROVEMENT AGREEMENT FOR PARCEL P2 WAS NOT PROVIDED AT THE TIME OF PLAT RECORDATION. HOWEVER THE FINANCIAL ASSURANCES MUST BE PROVIDED TO SUMMIT COUNTY PRIOR TO ISSUANCE OF A BUILDING PERMIT FOR CONSTRUCTION ON PARCEL P2.

19. SNOW STORAGE IN CONNECTION WITH THE PROJECT WILL BE LOCATED BOTH ON-SITE AND OFF-SITE, BASED UPON ACTUAL CONDITIONS AND CIRCUMSTANCES WHICH MAY EXIST FROM TIME TO TIME. TO THE EXTENT THAT ON-SITE SNOW STORAGE SIGNIFICANTLY INTERFERES WITH ON-SITE PARKING AND/OR VISIBILITY IN CONNECTION WITH ON-SITE VEHICULAR CIRCULATION, SNOW SHALL BE TRANSPORTED OFF-SITE FOR STORAGE IN APPROPRIATE LOCATIONS.

LOT TOTAL

THE TOTAL NUMBER OF PRIVATE LOTS AND PARCELS SUBDIVIDED PER THIS PLAT MAP IS 24. THE TOTAL NUMBER OF COMMON AREA LOTS PER THIS PLAT IS 1.

COUNTY PLANNING COMMISSION UTILITY EASEMENT APPROVAL REVIEWED FOR CON THE SNYDERVILLE

G COMMISSION CHAIRMAN

COUNTY ASSESSOR

VAUTHORIZED AGENT

REVIEWED AND ACCEPTED BY: THE OFFICE OF THE SUMMIT COUNTY ASSESSOR APPROVED THIS DAY OF 2014,

BY: ROCKY MOUNTAIN POWER, A DIVISION OF PACIFIC CORP

WATER DISTRICT

August 10, 2010

CONSENT TO RECORD

be sold subject to said <u>Nevis at Newpark</u>.

for: <u>Cottonwood Newpark Three Ll</u>C

COUNTY OF SAIT LOVE

day of Solom her, 2014, by

JEFREY L. GOCHNOVE

NUTHORIZED APPRESENTATIVE OF

COMPANY

Residing at: Salt Lare City, Wtoh

COTTONWOOD NEWFOREKTHEET, LLC

recording of the foregoing <u>Nevis at Newpark</u> by

JEFFACY L. GOCHMOUR, NOTHORIDED REPAGSENTATIVE

The foregoing instrument was acknowledged before me this $oldsymbol{2}_{-}$

MOUNTAIN REGIONAL WATER SPECIAL SERVICE DISTRICT

YDERVILLE BASIN SPECIAL RECREATION DISTRICT AUTHORIZED AGENT

SNYDERVILLE BASIN SPECIAL RECREATION DISTRICT

PARK CITY FIRE SERVICE DISTRICT

BY: SUMMIT COUNTY PUBLIC WORKS DEPARTMENT, PUBLIC WORKS DIRECTOR

SUMMIT COUNTY PUBLIC WORKS

(108)	
JOB NUMBER 413000-35	_

Œ)

DRAWN

DWG: 413000-35 PLAT DATE: 7/25/2014

SHEET 1 OF 2

SNYDERVILLE BASIN WATER RECLAMATION DISTRIC

REVIEWED FOR CONFORMANCE TO: THE SNYDERVILLE BASIN WATER RECLAMATION DISTRICT'S

11th DAY OF August SNYDERVILLE BASIN WATER RECLAMATION DISTRICT

APPROVAL AS TO FORM

AUTHORIZED AGENT

SUMMIT COUNTY ATTORNEY

COUNTY ENGINEER

HEREBY CERTIFY THAT I HAVE HAD THIS PLAT REVIEWED BY THIS OFFICE

COUNTY MANAGER

SENTED TO THE SUMMIT COUNTY MANAGER
S 2 ST DAY OF AVGVS 1 2014, AT WHICH TIME THIS

1002144 ENTRY NO.: STATE OF UTAH, COUNTY OF SUMMIT, RECORDED AND FILED AT REQUEST OF: NEVIS AT NEWPARK LLC

