

PAGE () INDEX () ABSTRACT (L) PLAT () CHECK (X)

158784
RECORDED 12-31-91 TIME 1443 \$ 123.00
RECORDED FOR MCKAY EDWARDS BOOK 237 PAGE 241-332 A
RECORDED BY JOE DEAN HURER

BEFORE THE BOARD OF COUNTY COMMISSIONERS

WASATCH COUNTY, UTAH

IN THE MATTER OF	:	
THE APPLICATION OF	:	FINDINGS AND ORDER
TRANS-WASATCH COMPANY	:	ON DENSITY DETERMINATION
FOR DENSITY DETERMINATION	:	
FOR TELEMAR PARK RESORT	:	

The Board of County Commissioners in and for Wasatch County, Utah, upon the recommendation of the County Planning Commission and the review and consideration of the matters submitted by the Applicant and those items raised at public hearing, hereby enters its Findings and Order on Density Determination for the Telemark Park Resort as follows:

I. PROJECT SUMMARY

The Trans-Wasatch Company filed its application for density determination for the Telemark Park Resort on December 29, 1989 asking for density determination for the Telemark Park Resort under the regulations for the Recreation Forestry-1 Zone of the Wasatch County Development Code. The property considered for this approval consists of approximately 526 acres, on which a mixture of single family, multi-family, and commercial buildings are proposed, as set forth in this Order and Density Determination.

The property is adjacent to Summit County, Park City, the Deer Valley Ski Resort and between the town of Park City and the new alignment of Highway 40 above the Jordanelle Reservoir, as well as central to a large number of recreational amenities in Wasatch County, Summit County and Park City. The project area occupies a hilly to mountainous parcel of land rising from 6,600 feet at its eastern end to 8,000 feet at its high point on the west. This topography creates opportunities for recreation development including alpine and nordic skiing, recreational trails and forested open space. The terrain also creates challenges to the proper development of the parcel and has raised many concerns on the part of the County Planning Staff. It is the opinion of staff that such development will require a high level of attention to environmental mitigation, vegetation preservation and

BEFORE THE BOARD OF COUNTY COMMISSIONERS
WASATCH COUNTY, UTAH

IN THE MATTER OF	:	
THE APPLICATION OF	:	FINDINGS AND ORDER
TRANS-WASATCH COMPANY	:	ON DENSITY DETERMINATION
FOR DENSITY DETERMINATION	:	
FOR TELEMAR PARK RESORT	:	

The Board of County Commissioners in and for Wasatch County, Utah, upon the recommendation of the County Planning Commission and the review and consideration of the matters submitted by the Applicant and those items raised at public hearing, hereby enters its Findings and Order on Density Determination for the Telemark Park Resort as follows:

I. PROJECT SUMMARY

The Trans-Wasatch Company filed its application for density determination for the Telemark Park Resort on December 29, 1989 asking for density determination for the Telemark Park Resort under the regulations for the Recreation Forestry-1 Zone of the Wasatch County Development Code. The property considered for this approval consists of approximately 526 acres, on which a mixture of single family, multi-family, and commercial buildings are proposed, as set forth in this Order and Density Determination.

The property is adjacent to Summit County, Park City, the Deer Valley Ski Resort and between the town of Park City and the new alignment of Highway 40 above the Jordanelle Reservoir, as well as central to a large number of recreational amenities in Wasatch County, Summit County and Park City. The project area occupies a hilly to mountainous parcel of land rising from 6,600 feet at its eastern end to 8,000 feet at its high point on the west. This topography creates opportunities for recreation development including alpine and nordic skiing, recreational trails and forested open space. The terrain also creates challenges to the proper development of the parcel and has raised many concerns on the part of the County Planning Staff. It is the opinion of staff that such development will require a high level of attention to environmental mitigation, vegetation preservation and

revegetation, site specific design and aesthetic control, as provided in this Order and Permit.

II. FINDINGS

Based upon a careful review of the record before it and subject to the truth of the representations and warranties made, and information provided by the Developer in the record, and also subject to conformance to the Application and strict adherence to and compliance with the Conditions, Definitions, and other matters and requirements set forth in this Order and Density Determination, the Board of County Commissioners for Wasatch County, Utah makes the following findings:

1. The Applicant, Trans-Wasatch Company, submitted its application pursuant to Section 9.3 of the Development Code on December 29, 1989. The Application was accepted as complete and in full compliance with the Development Code, and processing began at that time.

2. Subsequent amendments and additional submittals were made throughout the process, with the result that the project as presented to the Planning Commission is somewhat different from that originally applied for. Based on the review process, the original application was revised on July 26, 1990, with further revisions in February of 1991 and August 1, 1991. These amendments have revised the requested density from 697 units and 50,000 square feet of commercial space to the present 516 units and 62,000 square feet of commercial space.

3. The County Planning Commission reviewed the application, the revisions, and the recommendations made by the County Planner and a team of County review consultants. The application went to public hearing before the Planning commission on September 16, 1991. On October 3, 1991, the Wasatch County Planning Commission voted to recommend approval of the Density Determination as provided in Section 9.3 of the Development Code.

4. The recommendations of the Planning Commission are in substantial compliance with the terms and conditions of the Development Code, and are adopted by the Board of Commissioners as set forth in this Order.

5. The Property subject to the Application is located within unincorporated Wasatch County, and is not within the limits of any incorporated City or Town, nor is the property within the annexation policy declaration boundary of any incorporated City or Town.

6. The Property subject to the Application is located within the boundaries of the Wasatch County School District, Wasatch County Fire Special Service District, Wasatch County Solid Waste Disposal Service District, and Central Utah Water Conservancy District. The Property has been subject to the property tax levies of each of those Districts, as well as Wasatch County itself.

7. The Application and Development are consistent with the general intent of the Development Code, the intent with respect to the RF-1 zone in which the development is situated, the intent with respect to large scale developments set forth in Paragraph 9.1.A.1 of the Development Code, and the intent with respect to Planned Recreation Developments set forth in Paragraph 9.3.A.1 of the Development Code; specifically finding that:

(a) With mitigation as provided in this Order, the proposed development can be built without increasing the turbidity of the water supply of the County and surrounding counties.

(b) With mitigation as provided in this Order, the proposed development can be built without degrading the quality of the water supply of the County and surrounding counties beyond the Development's proportionate share of allowable County-wide degradation under the State water quality standards.

(c) The proposed development can be built without unduly contributing to the violation of ambient air standards for the County, particularly with respect to fugitive dust and automobile emissions.

(d) The proposed development can be built without adversely affecting the functioning of aquifer recharge areas located in the Development.

(e) The proposed development can be built without unduly adversely affecting the continued production of plants and wildlife within the Development and other mountain areas of the County.

(f) The proposed development can be built without placing structures on active fault lines, collapsible soils, slopes in excess of thirty percent (30%), unstable soils, landslide areas, or other geological hazards.

(g) The proposed development can be built without placing structures on wetlands, areas where ground water periodically rises to within seven (7) feet of the

surface, areas within one hundred (100) feet of a live or intermittent waterway, areas within a fifteen hundred (1,500) foot up-drainage radius from a spring used for culinary water, areas within a one hundred fifty (150) foot radius from a well used for culinary water, areas within a 100-year, 24-hour, storm incident drainage path; and any other water-related area where development will have an unreasonable effect on the water course or aquifer.

(h) The proposed development will not endanger sites of cultural, historical, or archeological significance.

(i) The proposed development will not require expenditures by the County for the following extended services to the Development which are not generally provided on a County-wide basis: extended police protection; structural fire protection; water retail service; water conservation; park, recreation or parkway facilities and services; sanitary sewers; sewage and storm water treatment and disposal; flood control; street lighting; airports; planning and zoning; solid waste disposal; local streets and roads; and curb, gutter, and sidewalk construction and maintenance; or mosquito abatement.

8. Notice of the public hearing and proposed action by the County Commission was published in the Wasatch Wave as required by Ordinance on October 30, November 6, 13, and 20. The proposed Findings recommended by the Planning Commission were posted for public review in the office of the County Planner, and this matter was brought before the Board of County Commissioners as prescribed by ordinance.

III. ORDER OF DENSITY DETERMINATION

Based on the foregoing Findings, the Board of County Commissioners enters the following Order of Density Determination. This Density Determination is intended to define the sites on which development may occur, the land uses within each of those sites, and the building mass to be constructed. The Density Determination is expressly conditioned upon the standards and conditions imposed by this Order in Section III "Pre-Conditions to Construction" and compliance with the other conditions and regulations contained in this Order of Density Determination.

The Board of County Commissioners enters the following Order of Density Determination:

1. Development Parcels. The Telemark Park Resort property is divided into twelve development sites as shown on the attached Land Use and Area Exhibit attached as Exhibit A. All development is to occur within those designated development sites. The development sites are identified on Table I, which shows the acreage and allowable uses for each development site, and also identifies those sites within the property that will remain as open space under one of two Open Space designations.

TABLE I
LAND USE AND AREA

<u>MULTI-FAMILY & COMMERCIAL (MF&C)</u>	<u>46 acres TOTAL</u>
Telemark Park Village Center	11.6 acres
St. Louis Village:	5.7 acres
Little Baldy Village:	20.0 acres
Roosevelt Gap Village	7.6 acres
McKinley Gap Cottages:	0.9 acres
 <u>SINGLE FAMILY NEIGHBORHOODS (SF)</u>	 <u>101 acres Total</u>
McKinley Gap Neighborhood:	3.3 acres
Snowtop Neighborhood:	8.4 acres
Little Baldy Neighborhood:	29.9 acres
St. Louis & Telemark Hollow Neighborhood:	53.3 acres
Snowberry Neighborhood:	6.00 acres
 <u>FOREST & WOODLAND PRESERVE OPEN SPACE (F&WP)</u>	 <u>149 acres Total</u>
St Louis Gulch Forest Preserve	65.3 acres
Telemark Hollow Forest Preserve	12.0 acres
Mont Neef Slope Woodland Preserve	49.1 acres
McKinley Knoll Forest Preserve	23.1 acres
 <u>RECREATION & FOREST CONSERVATION OPEN SPACE (R&FC)</u>	 <u>156 acres Total</u>
Little Baldy Alpine Ski Area:	150.1 acres
St. Louis Gulch Nordic Skiing & Teahouse	3.9 acres
Total Trail Stations:	1.9 acres
 <u>MAINTENANCE & SPECIAL PURPOSE</u>	 <u>15 acres TOTAL</u>
East End Service & Maintenance:	1.4 acres
McKinley Gap Service & Maintenance:	1.8 acres
Well Site Service & Maintenance:	3.0 acres
Telemark Hollow Greenhouse & Water Quality	4.9 acres
Little Baldy Water Tank:	1.3 acres
Caretaker Dwellings:	2.3 acres
 <u>ROAD RIGHT OF WAY (RRW)</u>	 <u>49 acres TOTAL</u>
Heber Avenue:	11.9 acres
District Road Right of Ways:	37.2 acres
 <u>MINING RESERVATION</u>	 <u>10.0 acres</u>
 <u>TOTAL ACREAGE</u>	 <u>526 acres</u>

1. Density and Unit Sizes. The density of development on the designated development sites for Telemark Park is limited to a total of 516 residential units and 62,000 net square feet of commercial space. The location of this density is shown on Table II, which lists the number and average sizes of units or commercial space to be constructed on each of the development sites.

TABLE II
UNITS ON DEVELOPMENT SITES

Development Site	Single Family	Townhouse/ Cottages	Lodge Condo Units	Apartment Condo	Comercial Square Footage
Village Center		6	50		20,000
Little Baldy Ski Academy					20,000 (academy)
McKinley Gap	4	4			
Snowtop	20				
Roosevelt Gap		6	58		5,000
Little Baldy	50	108	40		10,000
St. Louis	60				
Telemark Hollow	1				
Snowberry	10				
St. Louis village				98	2,000
Nordic Trailhead & Teahouse					5,000
Caretaker Delling	1				
TOTALS	146	124	148	98	62,000
Average Area in Square Feet	n/a	2,400	2,000	1,000	n/a

Total number of dwelling units or (Sleeping Apartments) 516*

*includes 16 units of employee housing.

Notes to Table II:

(a) Within a Lodge, up to 5% of the total floor area may be dedicated to meeting rooms and support commercial areas in addition to the maximum square footage approved in the Land Use Table.

(b) The Maximum Square Footage approved in the Land Use Table refers to footage within habitable spaces and commercial spaces, and does not include circulation spaces, lobbies, hallways, stairways, covered parking spaces, elevator spaces and mechanical spaces, and other enclosed space reasonably necessary for the intended function of the structure.

(c) Computation of floor areas and square footage shall be as provided in the Uniform Building Code.

(d) Where the land use and unit configuration fits one of the above designations, but the square footage of one or more of the units exceeds the average footage given in the Land Use table, the maximum number of Units and maximum total square footage shall control, and adjustments must be made in number of units or size of other units so as not to exceed either maximum.

(e) The Developer shall have the right to elect to apply the allowed number of units and square footage within each Village or Neighborhood at the time of Final plan application under conditions established below in Nature of Units.

2. RF-1 Zone Compliance. Development may occur in accordance with the uses and densities shown on the Tables, and if the project is built in accordance with the densities shown on the tables, and in conformity with the other terms and conditions of this Order of Density Determination, the intent and specific requirements of the Development Code as it pertains to the RF-1 zone will have been satisfied.

3. Phasing Plan. Many of the impacts of the development can be mitigated through the use of a phasing plan. The following Phasing Plan is adopted for the Telemark Park Resort:

(a) For purposes of this provision, the term "Platting" is deemed to include the formal recordation of a subdivision plat or condominium record of survey map, and also, in the case of those Dwelling Units for which a formal plat is not required (such as rental apartments, employee housing, and lodge Dwelling Units that are not held in condominium ownership), the issuance of a building permit. Those Dwelling Units which do not technically require recordation of a plat are deemed to be "Platted," for purposes of the Phasing Plan, when the building permit for the construction of those dwellings is issued. Single family dwellings are considered Platted, for purposes of this section, upon the recording of the subdivision plat, without regard to when construction of the dwelling actually occurs.

(b) The County will not allow the Platting of more than 150 Dwelling Units in the three year period commencing with the first Platting, as defined above.

(c) After the first three year period, the County shall not approve the Platting of more than 150 Dwelling Units in subsequent five year periods; provided that any unused Platting entitlement from one period may be carried forward into subsequent periods.

(d) Support Commercial space is considered an essential component of the Project, and must be phased with the residential component of the Project. At the minimum, support commercial will be constructed at least pro-rata to the Dwelling Units until 50% of the approved commercial space is constructed. Under this provision, the ratio of commercial to residential is 1,000 square feet of commercial space for each 12 Dwelling Units Platted, provided that no commercial space of less than 2,500 square feet needs to be built. This ratio will be applied in increments of 30 Dwelling Units; that is, prior to the Platting of more than 30 Dwelling Units, and again prior to the Platting of another 30 Dwelling Units, the Developer shall have commenced construction or actually completed construction of at least the commercial space ratable to the Dwelling Units already constructed. This requirement will terminate upon completion of construction of 50% of the approved commercial space. Developer may accelerate construction of the support commercial.

(e) Recreation Amenities are also subject to the phasing plan, except for Pre-Development Recreation. Prior to the first Plat, Developer shall construct or bond for all of the Phase 1 Amenities as described in Section VIII. Prior to the Platting of any units beyond 50% of the total units approved, Developer shall construct or bond for the construction of all of the Phase 2 Amenities as described in Section VIII. The developer may construct the recreation amenities sooner than required under this provision.

4. Pre-Conditions. No development other than those recreation facilities described below as "pre-development recreation" may occur until each of the Pre-Conditions to Construction listed in Section VI of this Order have been satisfied or expressly waived by the County.

IV. PRE-CONDITIONS TO CONSTRUCTION

This density determination is predicated upon satisfaction by the Developer of the following pre-conditions, and no construction other than "Pre-Development Recreation Facilities" may be built unless and until the Developer has demonstrated to the reasonable satisfaction of the County that all of the following conditions have been satisfied:

1. Sewage Treatment. The applicant must present a wastewater facilities plan and preliminary engineering report that conforms to the Jordanelle Basin Facilities Plan currently under development by Wasatch County. This plan must be approved by the County and the appropriate State Agencies prior to preliminary approval or any subdivision plat or building permit for habitable structures.

2. Secondary Access Road. There must be two points of ingress and egress to the development. Developer must demonstrate the right to improve a secondary access via Heber Avenue from Park City or the Snowtop Road from the north to the Highway 40 frontage road. If neither of these roads is available to the project the developer must show both that practical alternative routing is possible and that the developer has a legal right to construct these roads prior to preliminary approval or any plat or building permit for any habitable structure.

3. Government Services Plan. The Telemark Park Resort is not located near any existing Wasatch County service facilities or within an area where regular services have been required on a routine basis. The development will require a full complement of governmental services, including but not limited to extended law enforcement, fire protection, education, road maintenance, storm drainage and flood control, sanitary sewage collection and treatment, retail water service, and road maintenance. Some of these services can reasonably be provided by logical extensions or expansions of existing Wasatch County based services. Others may have to be established through new districts within the Project or in conjunction with other developments in its immediate area. Still other services may be most economically provided by contracts with, or annexations to, other existing districts, municipalities, or state or federal agencies. Prior to

construction, the Developer must present to the Board of County Commissioners a Governmental Services Plan showing that essential governmental services are available to the Project, the providers of those services, and whether the service arrangements are interim or long term. Part of the Governmental Services Plan includes appropriate mitigation of impacts on the service providing agency. The County Commission will review the Government Services Plan, and, upon finding that necessary services are available and committed, and that the public health, safety and welfare have been adequately provided for by the several agencies identified within the plan, and that the public interest is served, shall approve the Plan as being adequate to satisfy this Pre-Condition.

4. Execution by Affected Parties. All persons or lenders who have an interest in this property must agree to the terms of this Density Determination before it is effective.

V. INFRASTRUCTURE REQUIREMENTS

This Order of Density Determination is based upon the Developer providing the necessary infrastructure to support the proposed development. This infrastructure includes public and private roads, utilities, storm drainage controls, wastewater, and all similar services. Infrastructure is to be built with each Development Parcel in a manner that the parcel could stand alone and function independently if no subsequent development occurred. Requests for preliminary and final approval will be granted only if the following standards for infrastructure have been satisfied:

A. ROADS. There are different classes and types of roads approved in the Project, which are described as follows:

1. Public Roads:

Heber Avenue: Heber Avenue as it connects from Highway 40 through the project to Deer Valley is a County Road. There is a portion of the estimated traffic volume on the road, approximately 1,600 A.D.T. at build out, which is not related directly to the Resort. In the event that the Park City side of Heber Avenue is closed, or if the Wasatch County Commission formally abandons Heber Avenue, through traffic may be restricted or eliminated.

In that event, the road, or portions of it, may be maintained the Telemark Park Resort Special Services District.

(a) Design Standards for Heber Avenue and other County Roads:

County roadways shall consist of a 30' paved section. Graded width shall be 42' except where geotechnical considerations or excessive grading would justify a 36' graded width. In no event shall the graded width be less than 36'.

Right of Way width shall be a minimum of 66' unless the roadway is abandoned by the County, in which case the County will consider, at its sole discretion, a reduction to 50'. Right of way width must be widened where necessary to include cut and fill slopes. Right of way width must be at least 76' in areas which contain passing lanes and left turn pockets.

Ten foot snow storage areas are to be provided on shoulders, as measured from the edge of pavement.

Climbing lanes are to be added where the slope of the road equals or exceeds 8% for more than 500 feet, in which case the roadway section shall be 40' of pavement and 52' of graded width within a 76' right of way.

Left turn pockets will be provided along Heber Avenue at district road intersections and at entrance to the Village Center, where the roadway section shall be 40' of pavement and 52' of graded width.

A special design study of Heber Avenue at the Village Center must be prepared at Preliminary Plan stage for the Village to demonstrate the safety of road and intersection design. Such study shall address, but shall not be limited to, an analysis of vertical and horizontal sight distance and operation during winter months, considering the potential for snow and ice buildup.

The design speed of the road is to be 30 miles per hour, which is intended to help reduce excavation and discourage the use of the road for through traffic unrelated to the Project.

(b) Design Standards for Service District Roads:

With the exception of Telemark Parkway/Heber Avenue or its functional replacement if Heber Avenue is closed at the Park City end, the roads in the Project will be owned and maintained by the Special Service District and/or the Master Association or private entities such as condominium associations. The classifications and design standards for these roads are as follows:

District Sub-Collector Roadway section: 28' of pavement and 36' of graded width within a 50' right of way.

District Local Roadway section: 26' of pavement and 34' of graded width within a 50' right of way.

Roads through condominiums and through parking areas must conform to fire requirements set in the Uniform Building and Fire Codes. Fire service lanes shall be a minimum of 20 feet wide per the 1991 Edition of the Uniform Fire Code.

Temporary Construction roads should follow the future alignment of permanent roads as much as possible to minimize site disturbance.

Access roads to water tanks and other project facilities may also be used as fire service lanes. These access roads do not need to be paved.

(c) Designation of Ownership: The roads within the project are classified as follows for ownership, maintenance, and control purposes:

County Roads:

Heber Avenue or its functional replacement

District Subcollectors:

Little Baldy Road
Snow Top Road
St. Louis Drive

In the event that any of these Sub-Collector roads is connected through to service property other than the land within the Project, these roads may be transferred to the County, and become County roads.

District Locals:

- East Ontario Place
- Pioche Place
- Pocatello Loop
- Snowtop Circle
- Snowtop Court
- Snowberry Circle
- St. Louis Circle
- St. Louis Court
- Telemark Hollow Road
- Serviceberry Circle

(d) Design Standards for Project Roads: The following design standards will apply to all County and District roads within the Resort:

The minimum centerline radii will be at least 75 feet,

Left turning lanes on Heber Avenue are required at the intersections with Snowberry Circle, Serviceberry Circle, St. Louis Drive, the Village Center, and Little Baldy and Snow Top Roads.

At intersections grade shall not exceed 4% for all approaches for a distance of at least 100 feet as measured from the centerline of the appropriate roadway or for a minimum of 50 feet from the stop bar, whichever is greater.

Maximum centerline road grade will not exceed 10%.

The minimum tangent distances out of intersections will be 100 feet on County Roads, and 50 feet on District roads.

The minimum tangent distances between reverse curves will be 100 feet on County Roads, 50 feet on District roads.

The minimum tangent distances between broken back curves will be 200 feet on County Roads, 100 feet on District roads.

B. WATER SUPPLY, WATER RIGHTS, AND FIRE FLOWS

1. Water Rights

Wasatch County does not provide retail water service, and the burden of providing water rights, waterworks, and the retail water system is entirely borne by the Developer. The Developer shall have obtained adequate water rights, shall have secured approval of any necessary change applications from the State Engineer and shall have demonstrated the development of water source in quality and flows meeting the requirements of the State Health Department in the amounts necessary to service the development phase proposed on each application for Preliminary Approval at the time such application is made. In the event that Developer has not satisfied any of the above requirements prior to the filing of such application, County may, at its sole discretion, process the Application for other areas of concern but shall not approve such application until the requirements of this section have been met.

Notwithstanding the foregoing, no first phase proposed for Telemark Park Resort may be approved without rights, flows and storage meeting the Fire Flow requirements of this Section.

(a) Quantity of Water:

(1) Total Water Demand. The total required water rights for Telemark Park Resort if all Density approved herein is constructed is 316 Acre Feet annually, according to the County's consultant. Applicant represents a desire to implement water conservation measures which might reduce this total amount. As the County wishes to encourage water conservation, but such measures are unproven to the County, the following requirements are imposed:

Any first phase proposed for Telemark Park Resort must have water rights and flows calculated on a per unit basis according to the table below. The Developer may perform a metered water use study on the first phase and present the results to the County. Any such study must meet the requirements of the State Division of Drinking Water and must be reviewed and approved by the State prior to any reductions in system demands or water rights. At the County's sole discretion, the total required

water rights for Telemark Park Resort may be reduced according to the results of that study.

TELEMARK PARK RESORT WATER RIGHTS REQUIREMENTS

TYPE USE	UNITS	STORAGE DEMAND	DEMAND (GALLONS)	ANNUAL DEMAND	TOTAL**
COMMERCIAL	62*	40	2,080	.225	13.95
LODGE CONDO	148	450	66,600	.500	74.00
APART. CONDO	98	400	39,200	.450	44.10
TOWNHM/COTT	124	475	58,900	.530	65.72
SINGLE FAMILY	146	500	73,000	.560	81.76

* Commercial square footage in 1000's
** Demand stated in Acre Feet per year.

NOTE: For common area, snowmaking and seasonal demands, reference is made to Table 1 of the above referenced report by EWP.

(b) Phasing of Water Acquisition.

In order to prevent an undesirable situation from resulting if Developer is unable to obtain the total required water rights or develop the necessary sources, the following conditions are imposed:

- (1) Prior to approval of Preliminary Plans, Developer must demonstrate that substantive and valid water purchase options have been secured or that a valid application has been made to the Central Utah Water Conservancy District for C.U.P. water in the total amount required for the project.
- (2) If the total water rights and sources have not been secured prior to the first Preliminary Plan, such plan must show the proposed development utilizing the Applicant's existing 100 acre feet of water, and a demonstration that such development would be capable of standing alone in the event that no further water rights may be obtained or sources secured.
- (3) If, within five years of the first Preliminary Approval, total water rights and sources for the project as approved herein, or as modified by the County pursuant to a metered water use study, have not been secured, Developer shall file with the County a proposed Amended Density Determination showing the proposed reduced project size and application of the then perfected water rights and sources.

2. Water System Capacity and Fire Flows:

Because of the wildland fire exposure in the Telemark Park Resort, and the distance from established Wasatch County fire fighting services, the Fire Flow demand for the Development has been set at a level in excess of that required by the Uniform Fire Code. The estimated fire flow demand for each type of Unit is shown on the following table:

Unit Type	Peak Day Source Demand and Flows	
	Gallons/Day	
	Winter	Summer
Commercial Space, Per 1,000 sq. ft.:	75	80
Lodge Condos:	800	900
Apartment Condos:	600	800
Townhouse/Cottage:	800	950
Single Family Lots:	800	1000
Open Space, Per Acre:	-0-	4030
Snow Making, Per Acre:	3000	-0-
Total Demand in gallons per minute:	358.9	360.8
Total Storage Demand -		
50% of Peak Daily Flow, in gallons: 268,000*		260,000

*(includes 60,000 gallons snowmaking)

(a) Fire Flows and Storage Demand:

(i) Multi-Family and Commercial Villages: 2,500 GPM flows for 3 hours.

(ii) Single Family Areas: 2,000 gallons per minute for 4 hours shall be the required fire flow and storage in all areas.

(iii) Total Fire Flow Storage: The total storage per the above requirements would be 450,000 gallons for 2,500 GPM X 3 Hours, or 480,000 gallons for 2,000 GPM X 4 hours. As the greater of these two is 480,000 gallons, the required fire storage shall be 500,000 gallons.

(b) Total Storage Demand:

Total storage demand is the sum of fire flow storage, unit storage demand, any other storage demand, and is the greater of summer or winter storage demand. This is calculated to be 770,000 gallons. This is the required total storage for Telemark Park Resort. This may only be reduced through alternate storage or source for snowmaking water, which accounts for 60,000 gallons during the winter, and/or a reduction in unit demand based upon a metered water use study as provided for above.

3. Water System Design Standards. The following design standards apply to the construction of the water system in Telemark Park:

(a) Storage Location, System Design & Main Depth:

Total water system storage may be provided in a single location in the project, or divided up into multiple locations throughout the project such that fire flow storage plus domestic storage is satisfied at any particular location.

Each Neighborhood is to have available to it the required fire flow storage plus average daily flow storage, or one-half peak daily demands, for the entire neighborhood considering building types.

Conceptual water system design for the overall project (well locations and capacities; main sizes; and tank locations, elevations, & sizes shall be submitted with preliminary plans.

Water mains are to be buried to a minimum depth of 7 feet in roadways and at a depth of 5 feet in other locations.

(b) Fire Protection and Suppression Requirements:

(i) Fire Sprinklers. All residential and commercial structures within Telemark Park Resort shall be internally fire-sprinklered in accordance with the provisions of the Uniform Fire Code, as updated from time to time. Unless specifically approved by the Fire Marshall for non-combustibility, all such structures shall contain exterior sprinklers as well. Such exterior sprinklers shall include at least under eave sprinklers, but may be required to include roof top sprinkling in areas or on structures deemed by the Fire Marshall to have wildfire hazard or vegetation to roof relationships justifying such measures.

(ii) Fire Breaks. The Application contains provisions for fire breaks around structures. Conformance to the Application in this regard is a condition of this approval and future construction permitting.

(iii) Building Construction/Combustibility Standards. Construction shall meet all applicable fire safety requirements of local, state and federal agencies, and shall be at least as fire resistive as Type V-ONE-HOUR

Construction, maximum compartment size 21,000 square feet, per Table 5-C of the Uniform Building Code.

(iv) Fire Access. Access to structures for fire suppression equipment shall meet all applicable requirements of the Fire District and shall be subject to review by the Fire Marshall, which shall in no event exceed the requirements of the Uniform Fire Code.

(v) Non-County Fire District Service. In the event that Telemark Park Resort contracts with a non-County fire district for interim service the Fire Marshall of said district shall have interim authority hereunder to enforce Fire Safety measures. Approval by the Fire Marshall having jurisdiction and responsibility over the Development shall be binding in the event of a later transfer of jurisdiction, and property owners will not be required to modify existing structures solely on the basis of a jurisdictional transfer.

C. SANITARY SEWER

All commercial buildings and residential dwellings within the Telemark Park Resort shall be served with sanitary sewer service from a sewage collection and or treatment utility or district consistent with the Jordanelle Basin Wastewater Treatment Plan adopted by the County.

D. STORM WATER AND WATER QUALITY

Telemark Park Resort is located within the watershed of the Jordanelle Reservoir and the Provo River. This approval is conditioned upon recognition of the non-degradation status of the hydrologic setting.

(1) Stormwater Plans. Preliminary Plans shall be required to show compliance with the Telemark Park Surface Water Runoff Control Conceptual Level Master Plan by Hansen, Allen & Luce, dated December, 1989 (hereafter the Water Quality Plan). Any proposed variation from the provisions of this plan are subject to review and approval by the County.

Preliminary Plans will be required to show compliance with that plan and shall specifically address:

Location of all building sites outside of storm water discharge routes.

Detention Structures.

The Water Quality Plan identified detention basins. The Water Quality Plan also identified the potential for Preliminary Plans to identify and propose alternatives, so long as the mitigating effect upon water quality equals that provided by the basins. In the absence of alternatives proposed by developer and approved by the County at Preliminary Plan stage, the following detention basins are required to be constructed by Developer as a condition of this approval:

Drain Tunnel Gulch (AKA Telemark Hollow)

St Louis Gulch

U.S. 40 (Just above U.S. 40 Embankment in lower Drain Tunnel Gulch, AKA Telemark Hollow)

(2) Ownership and Maintenance:

All storm water conveyance facilities and detention basins shall be owned by the Special Services District. All storm water conveyance facilities and detention basins shall be operated and maintained by the Special Services District.

(3) Water Quality Control:

The Hansen, Allen & Luce Water Quality Plan referred to above is incorporated herein by reference. The summary measures below are extracted from that plan. The following summary does not replace the more detailed plan.

(4) Stormwater Design Criteria:

All drainage ways with 10 year design flow velocities above 4 feet per second shall be lined with riprap sized with a minimum safety factor of 1.5 in accordance with the Barfield (1981) method. Drainage way hydraulics shall be analyzed with the Mannings flow equation. Cross road drainage facilities including culverts will be designed to convey at least the 10 year design storm after development. The 100 year after development storm event must be considered in the design of such cross road drainage facilities as well as natural and improved open channels, storm drain inlets and storm drain pipe systems so as to provide that such an event does not inundate structures, damage utilities, endanger the public or adversely impact the environment. The design of drainage ways and culverts shall be included in Preliminary Plans

and construction detail shall be provided in the Final Plans.

All building sites and essential facilities shall be positioned such that they are free of flood hazard and/or are protected from 100 year stormwater flows.

Stormwater planning, design, and construction will be integrated with water quality planning.

E. RELATIONSHIP OF ROADS AND UTILITIES TO OTHER PROPERTIES.

Utilities are to be sized to allow adjacent property owners to use them. A reimbursement scheme shall be developed and must be approved by the County and Developer before any other properties are authorized to connect to facilities constructed by the Developer of Telemark Park. Neighboring properties may not be landlocked if they now have a legal right to use the property for access. Neighboring properties that may use project roads for access to their property are to be disclosed as part of Preliminary Planning Process.

F. PUBLIC TRANSPORTATION

There is no established public transportation service in the area at this time. Limited common carrier or hotel courtesy-type public transportation should be anticipated. Public transportation shall consist of bus and van service. Loading zones only in multifamily and village areas shall be provided at walking distances no greater than 500 feet and shall have the following characteristics: 40 feet long and 10 feet wide located outside the normal travel lanes of roadways.

VI. DEVELOPMENT AND SITING OF IMPROVEMENTS

Although a great deal of siting detail has been developed through the Density Determination stage, the specifics as to the development to occur on each of the identified development sites is still quite general in nature, with final design and engineering to follow as individual development sites move to Preliminary and Final Approval. Subsequent applications for Preliminary or Final Approval are to be in substantial conformance with the Application. Subsequent submittals will be deemed to be in substantial conformance with the

Application and this Order of Density Determination if they meet the following standards:

A. DEVELOPMENT PARCELS

Density Determination is considered approval of Density in the areas shown on the Land Use and Area Exhibit according to the conditions contained herein and according to the Pre-Conditions described in Section IV. The location and boundaries of the Development Parcels are identified on Exhibit A which is incorporated by reference. Parcel boundaries may be adjusted at Preliminary Plan level, but may not be significantly changed. Specifically, boundaries are expected to be within 50 feet of those shown on the Land Use and Area Exhibit. The area of Development Parcel areas may be decreased.

Adjustment of Multi-Family Development Parcels may not increase total area by more than 5% of that shown on the Land Use and Area Exhibit. Any such increase may not increase the allowable building mass.

Single Family Parcels may be adjusted, but may not be increased in area unless such increase is due to the conversion of adjacent road right of way (RRW) or MultiFamily (MF&C) areas. Lot lines as shown on the Concept Plan may be reconfigured and the overall number of lots may be reduced according to the Single Family Lot Guidelines herein, but in no event may open space be reduced after dedication to the Master Association.

In no event may the net acreage of Open Space areas be decreased from that shown on the Land Use & Area Exhibit by more than 2%.

Any proposed adjustment of Parcel boundaries from the Application must be shown at Preliminary Application. At Final Application adjustment may only represent survey correction, not reconfiguration.

Within applicable setbacks within MF&C areas, Developer may reconfigure building footprints and shapes from those shown on the Concept Plan and shall show such reconfiguration at Final Plan Application. Such reconfiguration shall be subject to all other conditions contained herein.

At Preliminary Plan developer may adjust roadway locations from those shown on the Concept Plan in the interest of minimizing site disturbance and grading. Such adjustment may not result in more than a 5% increase in total RRW area shown on the Land Use and Area Exhibit, unless such increase is due to an increased width condition imposed by the County.

B. SITING GUIDELINES APPLICABLE TO ALL DEVELOPMENT PARCELS

The following guidelines apply to all development parcels within the Telemark Park Resort:

Building envelopes shall be configured within required setbacks within parcels approved in this Determination for such use, and shall be designated on Preliminary Plan submittal.

Preliminary plans shall be of 1"=50' or greater scale. Such plans shall show existing vegetation of 4" DBH (diameter at breast height) or larger trunk caliper and shall demonstrate an effort to preserve such vegetation wherever possible, with emphasis on preservation of larger and slower growth type trees and groves.

Preliminary plans submitted for review and approval shall show setbacks, limits of disturbance, building envelopes, snow storage areas, cuts, fills, proposed slopes for disturbed areas, general utilities, rights-of-way, easements, and proposed night lighting.

Preservation of natural features and vegetation to the extent reasonably possible is required. Retain existing tree stands and existing terrain where possible.

Building siting should be responsive to the overall development concept, adjacent development, and (i) Topography, (ii) Geology/soils conditions, (iii) Hydrology, (iv) drainage and flood plain considerations, (v) Vegetation, (vi) Views, (vii) Solar and micro-climate considerations, (viii) Access and circulation; pedestrian and vehicular, (ix) Seasonal response, (x) View corridors, (especially to the mountains), and (xi) Snow storage requirements.

C. COMMERCIAL SPACE.

Location: Commercial Space shall be constructed in the Villages indicated on the Master Plan, and shall not be transferrable between Villages. That space designated as Nordic Skiing Commercial shall be allocated between the Nordic Skiing Trailhead, the Teahouse and the Trail Stations. Actual allocation may be made on Preliminary Application.

Allowed Commercial uses: Office, Restaurant, Retail, Ski & Sports Shop, Tavern, Convenience Store, Delicatessen, Cafe, Sports/Fitness and other uses related to the recreational and residential nature of the development.

Prohibited Commercial Uses: Any business activity producing noxious fumes, hazardous waste or noise pollution, any other business activities prohibited in the zone or the County.

D. SET BACK AND SIDEYARD STANDARDS

Minimum Setbacks SINGLE FAMILY:

- Front Lot Line: 20 Feet
- Rear Lot Line: 30 Feet
- Side Lot Line: 10 Feet
- Distance from Road Centerline: 45 Feet

Minimum Setbacks MULTIPLE FAMILY:

- Front Lot Line: 15 Feet
- Rear Lot Line: 25 Feet
- Side Lot Line: 10 Feet
- Distance from Road Centerline: 40 Feet
- No building or structure other than fences shall be built within the setback criteria as described above.

E. SINGLE FAMILY SUBDIVISION LOT DESIGN STANDARDS:

It is the intent of these criteria to minimize surface and visual impact from the development of single family lots and to restrict dwelling placement, height, size and design so as to provide for unobtrusive, attractive dwellings in harmony and proportion with their surroundings.

The following parameters are being approved out of consideration for the environment, to allow for clustering of single family dwellings and larger open space areas, and to achieve aesthetic variation within the project. Applications for Preliminary and Final Approval of Subdivisions containing Single Family Lots will be approved if they demonstrate compliance with the following standards:

Lot Size: The minimum Lot size will be at least 10,000 Square Feet

Limits of Disturbance: Within each Lot, the Preliminary Plan and Final Plat must designate and show an area within each lot where grading and vegetation removal is allowed and where the dwelling and all improvements must be sited. Outside of the Limits of Disturbance only approved above-ground thinning of existing vegetation or spot planting, and the reasonable and necessary placement of utility service lines to the Lot may occur. The Limits of Disturbance Area will be shown on the Final Plat and

varies from lot to lot to protect vegetation, drainage, and areas of steep slope.

Maximum Dwelling Coverage: Within each Lot, the Preliminary and Final Plat must designate the maximum size of allowable structures in plan view, including eaves, overhangs, and outbuildings, which may be constructed on the Lot. This is not the Floor Area, but the area of Lot coverage. The Maximum Dwelling Coverages and Maximum Dwelling Sizes shown on the following tables are approved for Single Family Lots within the Telemark Park Resort.

Maximum Impervious Area: Within each Lot, the Preliminary and Final Plat must designate the maximum area of impervious surface allowed on a lot in addition to the Dwelling Coverage, including driveways, concrete slabs, walkways, steps and other surfaces impervious to water. The coverages shown on the following tables are approved for Single Family Lots within the Telemark Park Resort.

Maximum Total Floor Area: Within each Lot, the Preliminary and Final Plat must designate the maximum Floor Area as defined by the Uniform Building Code, which does not include garages. The Maximum Floor Areas shown on the following tables are approved for Single Family Lots within the Telemark Park Resort.

Maximum Garage Area: Each Lot must contain a garage. The maximum allowable garage shall be 600 square feet per dwelling. Larger garage areas will be counted against the total Allowable Floor Area of the Dwelling.

Maximum Irrigated Landscape Area: The Preliminary and Final Plats for each Single Family Subdivision must show the maximum allowable irrigated area for each Lot. The irrigated area is that portion of the Lot which may be irrigated or planted in non-native plants using additional water. The actual irrigated area will be shown on the final plat, but will average 1,600 square feet on each Lot. Some drip irrigation of native and drought resistant plants may be done beyond this limitation. Notwithstanding any of the foregoing, the Telemark Park Resort Special Services District will establish water rate schedules penalizing excessive landscape watering.

Upper Story Restriction: Succeeding or higher stories of a dwelling must be no larger than 75% of the next lower story if that lower story is 50% or more above natural grade. In split-level designs such ratio is by reference to the floor directly below as opposed to the half-story.

Initial Construction Limitation: Initial Construction, defined as any construction occurring within 24 months of approval of a single family dwelling, shall not exceed 90% of the allowable maximum Dwelling Coverage or Floor Area. Subsequent approved construction may not exceed the maximum allowed.

Master Association Architectural Control Committee: Notwithstanding any of the foregoing, the Master Association Architectural Control Committee must approve all planned construction prior to any alteration of existing site conditions. The Telemark Park Resort Architectural Guidelines shall define this procedure, which regulates architecture, landscaping, siting, vegetation removal, thinning for firebreak, stormwater discharge and environmental guidelines. The standards and regulations of this Density Determination will be incorporated into the Subdivision Covenants, Conditions, and Restrictions for each Subdivision.

SINGLE FAMILY LOT COVERAGE TABLES

Lot Area Dwelling Increment (square feet)	Coverage Factor for Increment	Maximum Coverage in Square Feet	Total Coverage in Square Feet
For the first 11,000 sq. ft.	26% coverage	up to 2860	up to 2860
For the next 11,000 sq. ft. (11,001-22,000)	18% coverage	up to an additional 1980 sq. ft.	up to 4840
For the next 11,000 sq. ft. (22,001-33,000)	8% coverage	up to an additional 880 sq. ft.	up to 5720
For the next 11,000 sq. ft. (33,001-44,000)	4% coverage	up to an additional 440 sq. ft.	up to 6160
For Area above 44,001 sq. ft	3%		

As an example of using the above Table, consider a 15,000 square foot lot: the Total Dwelling Coverage would be computed as follows: For the first 11,000 square foot of Lot area, a coverage of 26% applies. For the Lot Area above 11,001, a coverage factor of 18% applies. $26\% \text{ of } 11,000 = 2860 + 18\% \text{ of } 4000 (15,000 - 11,000) = 720$ for a total of 3580 square feet.

MAXIMUM SINGLE FAMILY LOT "OTHER IMPERVIOUS" COVERAGE GUIDELINES:

lot area increments (sq ft)	maximum other coverage %	maximum other coverage (sq ft)	maximum total other coverage (sq ft)
up to 11,000	15.0%	1650	1650
11,001-22,000	10.0 %	1100	2750
22,001-33,000	5.0%	550	3300
33,001-44,000	2.5 %	275	3575
44,001 +	2.0 %		

As an example of using the above Table, consider a 15,000 square foot lot: the total other coverage would be $15\% \text{ of } 11,000 = 1650 + 10\% \text{ of } 4000 (15,000 - 11,000) = 400$ for a total of 2050 square feet.

CUMULATIVE MAXIMUM SINGLE FAMILY LOT "TOTAL IMPERVIOUS" COVERAGE GUIDELINES: ("DWELLING" COVERAGE + "OTHER IMPERVIOUS" COVERAGE)

lot area increments (sq ft)	total dwelling coverage (sq ft)	total other coverage (sq ft)	total impervious coverage (sq ft)
up to 11,000	2860	1650	4510
11,001-22,000	4840	2750	7590
22,001-33,000	5720	3300	9020
33,001-44,000	6160	3575	9735
44,001 +			

As an example of using the above Table, consider a 15,000 square foot lot: the total impervious coverage would be the total of 3580 sq ft computed above and 2050 sq ft computed above for a total of 5630 square feet.

MAXIMUM SINGLE FAMILY LOT "FLOOR AREA" GUIDELINES:

lot area increments (sq ft)	maximum total floor area %	maximum total floor area (sq ft)	maximum total floor area (sq ft)
up to 11,000	45%	4950	4950
11,001-22,000	30%	3300	8250
22,001-33,000	15%	1650	9900
33,001-44,000	8%	880	10780
44,001 +	4%		

As an example of using the above Table, consider a 15,000 square foot lot: the total floor area would be 45% of 11,000 = 4950 + 30% of 4000 (15,000 - 11,000) = 1200 for a total of 6150 square feet.

F. COMBINATION OF LOTS

At Preliminary Plan submittal developer may reduce the total number of lots within a neighborhood by combination of lots. The resulting larger lots shall be allowed construction according to the formula in Tables above. In no event shall the foregoing allow developer to increase the total area of single family development or to increase the number of lots or total allowed construction.

Preliminary Plans for the first single family lots in the project shall contain, in form satisfactory to the County, Covenants for single family neighborhoods which contain provisions that:

Adjoining Lots may be combined if owned by one party. The

resulting parcel shall be treated as one lot for all further purposes and such combination shall be deemed permanent. No lots, once combined, may be subdivided. The owner shall be required to file a Notice of Combination with the Master Association which shall record such notice with the County Recorder prior to commencement of construction. (The ownership of adjoining Lots is not, by itself, evidence of combination or intent to combine, and combination is not deemed to have occurred unless and until a Notice of Combination has been recorded, or a structure built which crosses the common Lot boundary line.)

The resulting larger lot shall be allowed coverage, impervious area and dwelling size according to the tables preceding as 1 lot, not the sum of the allowed areas prior to combination.

The limits of disturbance area shall be revised by applying the ratio between the dwelling size allowed on the largest uncombined lot to the combined dwelling size allowed to the area of disturbance on the largest uncombined lot. The configuration of such area must meet all applicable setbacks and shall be subject to discretionary review by the Master Association Architectural Control Committee. Committee may disapprove the limits of disturbance based upon visual impact, vegetation impact and neighborhood compatibility. The Committee shall consider and rule upon such combinations prior to purchase if so requested.

Assessments by the Master Association shall be based upon a minimum per lot and an additional amount ratable to dwelling size, combined lots to be assessed as one (1) lot. No combination of Lots shall have the effect of increasing the assessment applicable to other Lots in the Subdivision which were not combined.

Dwellings in excess of 20,000 square feet of floor area must be approved by the Planning Commission on an individual basis.

G. SPECIAL GUIDELINES FOR TELEMAR HOLLOW LOT:

The Lot shown on the Concept Plan as the Telemar Hollow Single Family shall be subject to the following additional guidelines:

Driveway: The driveway shall be limited to 16' of graded width and 10' of pavement width. The limits of disturbance shall not exceed 32' feet measured horizontally.

Dwelling Height: The dwelling shall not break ridgeline as viewed from Jordanelle State Park Hailstone Marina Visitors Center by more than 12' and shall not exceed 24' from natural grade at any point.

Site Plan for limits of disturbance and driveway shall be submitted with final plan and be subject to discretionary review by County. Revegetation of all site cuts and fills shall conform to regulations established in Section VI, Sub-Sections L and M.

H. BUILDING HEIGHT.

Unless otherwise stated in regard to specific buildings or building locations, the following height standards shall apply within the Telemark Park Resort. Height is restricted on a neighborhood by neighborhood basis. Maximum height refers to the highest peak or ridge as measured vertically from natural grade at that point. Natural grade is defined as a plane formed by the corners of the dwelling prior to any excavation. The height regulations for specific sites are as follows:

(1) Lodge Condos at Village Center: Height shall be measured from the elevation of the finished grade at midpoint of building. The maximum height shall be 75 feet, consisting of not more than five levels. The building shall have a gable roof (a roof consisting of two inclined planes that meet at a ridge over the center of the building and slope down to the sidewalls) or a hip roof (a roof similar to a gable roof with a central ridge except that the roof slopes from the ridge to all outside walls), with the top level being partly located in the roof structure. The top level shall not cover more than 50% of the Building Footprint. The building must then step from such top level on both the ski hill side and the road side to avoid any vertical wall more than three levels in height.

(2) Commercial at Village Center: is to be contained within the Lodge Condo configuration.

(3) Little Baldy Ski Academy: Height shall be measured from finish grade at midpoint of building and shall not exceed 45 feet in height.

(4) Slalom Stadium: Height and capacity must be approved by county planner at preliminary plan submittal prior to final approval and construction.

(5) Telemark Hollow Cottages: Height shall be measured from natural grade and shall not exceed 28 feet.

(6) Roosevelt Gap Lodge: Height shall be determined from an on-site balloon flying to determine maximum height allowable yet not be visually obtrusive from the Deer Valley Plaza parking area. Maximum elevation of building is provisionally determined to be 7466 at roof peak until balloon flight and acceptance of height determination by County Planner.

(7) Little Baldy Village and St. Louis Village: Height shall be measured from the natural grade at midpoint of each building. The maximum height shall be 38 feet to midpoint of roof.

(8) Snowtop: The maximum height of these dwellings shall be 24' for perimeter lots, defined as the outer row of 1 lot depth on the southwest, south and east sides of the neighborhood, and 28 feet for all other lots, as measured from natural grade at any point in the dwelling.

(9) Single Family and Duplex Units: The maximum height of these buildings shall be 28 feet, except in certain areas where it shall be 24', as measured from designated natural grade at any point in the dwelling.

I. STANDARDS INCORPORATED INTO RECORDED COVENANTS.

The recorded covenants governing each portion of the Development shall establish specific guidelines, consistent with these standards, and reasonably acceptable to the County for final siting of buildings and roads; building bulk, form and height limitations; building materials, colors and textures; and building orientations for maximum solar access and energy conservation purposes. The Design Guidelines attached as Exhibit C will also be incorporated into the master Declaration Covenants, Conditions, and Restrictions for the Telemark Park Resort.

J. HANDICAPPED/ELDERLY ACCESS.

Access for the handicapped must be provided in all buildings open to or used by the general public.

K. PARKING AND LOADING REQUIREMENTS.

(1) General Parking Design Considerations. Each development site is required to provide its own parking, which shall be

under the control and ownership of the owners of that development site. All parking spaces shall be located on the same parcel as the building or use for which they are required. The Master Association Covenants, Conditions and Restrictions, or where appropriate, the neighborhood or condominium covenants shall address parking and include the following limitations:

No parking spaces shall be located within the setback area of a parcel boundary.

There shall be no parking of commercial vehicles with three or more axles in residential and accommodation parcels.

Service bays within the building or parking structure shall provide for maneuvering of service vehicles.

Underground parking clearance shall be a minimum of 8 feet high to accommodate vans and vehicles with ski racks. Driveways shall not exceed 15%, but should generally have a slope of less than 6%.

(2) Parking For Residential Uses.

Parking for residential uses is based on the size of the residential structure, as shown on the following table:

Parking Required for Residential Uses

unit type	number of bedrooms	number of covered spaces	total number off-street spaces
sf	1-5	2	4
sf	6	2	5
sf	7+	3	6+*
ac	1	1	1
ac	2	1	2
ac	3	1	2
ac	4+	2	3+*
lc	1-2	1	1
lc	3-4	2	2
lc	4+	2+*	2+*
th/c	1-2	2	2
th/c	3-4	2	4
th/c	4+	2	4+*

* where asterisked, one additional space for each two additional bedrooms

if housing unit sizes increase (in number of bedrooms) over proposals of the Application, the number of parking spaces shall increase in compliance with Section IV.K.2.a. Residential Parking above.

(3) Parking for Commercial Uses.

Parking for commercial buildings and uses shall be provided in the ratio of 5 spaces per 1000 square feet of commercial building area, which includes employee parking requirements.

(4) Parking for Recreational Uses.

Fifty (50) parking spaces shall be provided for the Alpine Ski Facility. Twenty (20) parking spaces shall be provided for the Trailhead serving Nordic skiing and summer trail use.

(5) Ski Academy Parking.

Ski Academy parking shall be provided in the ratio of 5 spaces per 1000 square feet of habitable building area, which includes employee parking requirements.

L. SITE PREPARATION, GRADING, AND RE-VEGETATION.

Prior to any construction or the issuance of any building permit, Developer shall comply with the following conditions:

(1) Geological Reconnaissance and Geotechnical Analysis.

The Report by Dames and Moore entitled Engineering Geology Reconnaissance and Geotechnical Study Telemark Park Proposed Development, dated December, 1988 and Amended July 13, 1989, is incorporated herein by reference. The recommendations of the above report are incorporated herein as conditions of this approval.

Notwithstanding the foregoing, Preliminary Plans shall be subject to site specific geotechnical review by the County and its consultants. Such plans shall show all proposed grading, cuts and fills.

Notwithstanding the foregoing, any building permits applied for in Telemark Park Resort shall conform to the specific geotechnical recommendations established for that site during Preliminary Review, and, in the absence of such recommendations shall be required to obtain such a site specific report.

(2) Site Preparation: Building Areas, and Trails.

The outlines of areas of site work shall be staked prior to beginning site clearing, grubbing or grading. All work areas shall be flagged including, but not limited to, access roads, storage areas, trails, buildings, utility corridors, road rights-of-way, building areas, and construction roads. Trees and vegetated areas which are within the defined areas and which are to be protected shall be encircled with snow fencing or other barriers of sufficient durability to last through a construction period. The County shall inspect and approve areas of site work prior to construction.

Methods of disposal of vegetative materials shall be approved by the County prior to any site work.

Stripped and stocked topsoil shall be seeded or protected by other erosion control methods acceptable to the County upon the earlier of: (i) 30 days after a stockpile is completed; or (ii) immediately, if a stockpile is completed between August 15th and the following May 1st.

A clearing, grubbing and grading specification which describes all operations, including, but not limited to, depth of root removal, dust control, temporary surface drainage

controls, seasonal phasing, and haul routes, shall be approved by the County prior to any site work.

Site clearing, grubbing and grading shall be phased according to County approved construction schedules.

(3) Site Grading, Drainage, and Erosion Control and Revegetation.

In order to minimize site disturbance, roadbeds shall be graded and stabilized prior to other site preparation.

Excavation or the extension of fill beyond the boundary of Disturbed Area is prohibited. Foundation construction shall be accomplished with precise cuts and fills.

Dust control measures approved by the County for work on-site and for haulage off-site shall be instituted to minimize fugitive dust problems.

Damage to trunks and roots of trees that are to be saved and soil compaction to root systems of such trees shall be avoided. Cuts, or fills over root zones of plants that are to be saved shall be avoided. Grading shall not be permitted within six feet of trees that are to be saved.

Utility lines shall be installed within road rights-of-way, under future trails, paths, or ski runs, or in areas otherwise unavoidably disturbed by construction. Trenches for utilities shall not be dug within the drip lines of trees that are to be preserved. If it is found absolutely necessary to route utility lines through undisturbed areas, the location of such lines shall require the advance approval of the County. If so approved, such areas shall be regraded after proper compaction of trenches and re-vegetated with native plant materials; seeded areas shall be protected with crimped straw, aspen mats or with another method approved by the County for erosion control.

Drainage diversions and structures shall be installed prior to any site disturbance in an affected drainage.

Graded surfaces shall not be left unprotected through the winter. All such surfaces shall be hydro-mulched or protected with crimped straw, aspen mats or with another method approved by the County. All disturbed slopes of 30% or greater longer than 12' as measured perpendicular to the contour shall be protected by dikes or perimeter diversions of a type, size, and location approved by the County.

In order to prevent loss of natural vegetation, the County may require installation of retaining structures where

the vertical differential at centerline of the finished road profile grade and the natural grade exceeds 25 feet. All retaining walls and structures proposed in the Application or other wise required by the County shall be constructed by Developer.

In order to protect natural vegetation and to minimize erosion, the horizontal cross section of the roadway limits of disturbance in excess of 100 feet shall require the approval of the County Planner.

All retaining structures proposed in the application or otherwise required by the County shall be the responsibility of and constructed by the Developer.

(4) Grading confined within parcel boundary.

All grading requirements of each development must be resolved within the property boundary.

Cuts and fills should be minimized and blended into the existing terrain.

No retaining walls shall exceed 10' in height without a step or horizontal break of at least 3'. Timber retaining walls are discouraged.

Slopes of cut and fill banks should be determined by soil characteristics for the specific site to avoid erosion and promote re-vegetation opportunities.

Maximum allowable slope shall be 2:1 (3:1 for mowable grass areas) unless stamped site specific geotechnical analysis allows steeper slopes.

The tops of cut slopes shall be rounded so as to blend with natural grade.

M. REVEGETATION & EROSION CONTROL POLICIES.

Preliminary Plans shall be required to show specific revegetation and erosion control plans for all disturbed areas within the Project. Such plans shall conform to the following minimum standards:

(1) Plant Materials & Application:

Plant materials shall be native to the area or adapted to non-irrigated conditions for the area planted. Seed mixes shall be varied for slope, aspect and soil type & cover. Seed mixes shall contain a minimum of 4 approved grass species and 2 approved legumes. Revegetation methods shall include an

application of approved seed mix on a prepared surface at a minimum of 30 lbs/acre PLS, with an organic mulch applied at a minimum of 2,000 lbs/acre.

(2) Revegetation of Ski Runs, Cut & Fill Slopes & Non-Irrigated Landscape:

Where disturbed, ski runs shall be revegetated to a minimum hydrologic cover of 50% within 3 growing seasons. Cut & fill slopes shall be revegetated to a minimum 30% hydrologic cover within 3 growing seasons except where the County approves a rock surface. Ski runs shall be revegetated with grass and herbaceous plants as opposed to shrubs, trees and woody species. Cut and fill slopes shall be seeded with grasses and legumes, but may also include shrubs, trees and woody species. Disturbed areas shall not be allowed to remain over winter, and shall be treated with seed and mulch within 8 weeks of disturbance or 4 weeks of finish grading. Preliminary Plans shall show revegetation plans and Final Plans shall show construction detail.

(3) Erosion Control:

Erosion shall be controlled in the long term by revegetation and permanent conveyance and detention structures. During construction and prior to the establishment of vegetation, erosion and sedimentation shall be controlled by means of silt fencing, straw bales, the construction of water bars directing sheet runoff into non-disturbed areas at regular intervals and the application of mulches and erosion control blankets as soon as possible after disturbance. Preliminary Plans shall show erosion control design, and Final Plans shall Show construction detail for such measures.

(4) Site Drainage:

The heavy snowfalls in the Telemark Park Resort area require special attention to drainage.

Preliminary plans shall be required to indicate how storm discharge from each parcel and any related improvements is directed so as to conform to the requirements of the Hansen Allen Luce Telemark Park Surface Water Runoff Control Conceptual Level Master Plan of December 1989. Such plans shall be subject to further review by Wasatch County for conformance to County Requirements.

Runoff from impervious surfaces such as roofs and pavement areas shall be collected and directed to drains.

Positive drainage of all public and private plaza and walkways is required. Drains should be full catch basins or trench drains. Balcony floor type drains are not acceptable.

VII. EMPLOYEE HOUSING

Developer shall be required to provide one employee housing unit for each 32 dwelling units and single family lots platted within the project, up to a maximum of 16 such units. Employee housing units are defined as units held permanently for rental on a monthly basis. Such units shall not be sold individually or converted to condominiums. Such units shall be approximately 1,000 square feet, must be located within the project, and must conform to all other requirements for residential construction in Telemark Park Resort.

Until such time that 16 such units have been constructed, Developer shall be required to show on each preliminary plan submission, the provision of one such unit for each 32 dwelling units.

VIII. RECREATION AMENITIES, OPEN SPACE, AND COMMON AREA MANAGEMENT

Within the Telemark Park Resort property there are a number of areas that have been reserved as Open Space Areas under this Density Determination. The management and ownership of these open space areas is an important consideration in the overall Density Determination, and is viewed as an essential amenity to the development sites. The following policies and regulations will apply to the use, ownership, and management of the open space areas:

A. OPEN SPACE OWNERSHIP.

(1) Forest & Woodland Preserve (F&WP):

Forest and Woodland Preserve shall be master common area owned by the Telemark Park Resort Master Association.

(2) District Roadways (RRW):

All district roadways shall be owned by the Telemark Park Resort Special Services District.

(3) Recreation and Forest Conservation:

Title to R&FC lands may be retained by Developer or conveyed to the Ski Academy, the Master Association or other parties capable of assuming the responsibilities attached thereto.

(4) Public Access:

Common areas within Telemark Park Resort will be private. The developer and the Master Association may allow public access to Recreation Amenities and may charge for such use. Such charges may have a differential between Master Association Members, Wasatch County Residents and the general public, but shall not otherwise discriminate against members of the general public. The common areas are not dedicated to the public.

(5) Open Space Covenant:

At the first Plat Approval or building permit, the Developer must record an open space covenant preserving open space areas from non-open space uses,

B. RECREATION AMENITIES.

(1) Recreation Amenities Defined:

The Recreation Amenity Exhibit, 1" = 200', dated July, 1991, is incorporated by this reference. Recreation Amenities shall be constructed in general conformance to the Exhibit in terms of location, dimensions and limits of disturbance. Specifications for Trails are contained on the referenced exhibit. Fixed structures shall be designed at Final Plan approval and may vary in terms of footprint, but shall conform to the Architectural Guidelines set out for the project. Variation from the exhibit shall be subject to approval by the County Planner, and may be denied if found to be inconsistent with the intent of this approval.

(2) Conformance to standards:

The development of all skier and other recreation amenities shall conform to:

Any inter-resort agreements for operations, maintenance, and construction.

AASHTO bridge construction and specifications.

All padding, parapet, curbs, and railing requirements as described by ANSI standards.

All applicable UBC standards for design, snow, and vehicle landings and for earthquake loadings.

Area operator and his insurance carriers requirements.

The design and construction of skier bridge and or tunnels shall adhere to the aforementioned requirements with particular consideration towards skier and vehicular clearances, padding, structure leakage protection, widths, slopes of ski trails both entering and exiting structures, and to finish surfaces and their relative grades.

(3) Inventory & Phasing.

(a) Pre-Development Amenities:

Developer may apply for permits necessary to construct the following Pre-Development Amenities prior to Preliminary Approval of the first phase of Telemark Park Resort, subject to the conditions outlined below.

Trails/Nordic Skiing Facilities:

- Up to 5 Miles of Super Trail
- Up to 5 Miles of Single Track Trail
- Ski Jumps not to exceed 30 Meters.

Trailhead Facilities:

Gravel Surfaced Parking for up to 20 vehicles

Chemical Toilets

Up to 3 Portable Warming Huts not to exceed 400 square feet total floor area.

Alpine Ski Facilities:

1 Ski Run not to exceed 5 acres total area.

1 Surface Ski Tow not to exceed 1100 ft length.

(b) Phase 1 Recreation Amenities:

Phase 1 Recreation Amenities shall be constructed or bonded for prior to the first plat approval or building permit issued.

Alpine Ski Facilities:

1 Detachable Platter Surface Tow, approximately 2,200 ft. length, approximately 750 skiers/hour @ 600 ft./minute.

4 Ski Runs, identified as Wedelin, Arlberg, Christiana and Game Trail on Master Plan. Approximately 20 skiable acres.

Snowmaking facilities adequate to cover 10 Acres.

25 Off-street parking spaces

Restroom facilities capable of serving 150 SAOT

Trails/Nordic Ski Facilities:

3 Miles of machine groomable Super Trail

3 Miles of Single Track Trail

12 Off-street parking spaces

Trailhead warming hut

(c) Phase 2 Recreational Amenities:

Phase 2 Recreational Amenities shall be constructed or bonded for prior to the platting of or the issuance of building permits for more than 50% of the residential units in the project.

Alpine Ski Facilities:

1 Double Chair Lift, approximately 3,400 ft. length, approximately 1200 skiers/hour @ 475 ft./minute.

4 Additional ski runs, 30 additional net skiable acres (8 total, 50 total acres).

20 Additional acres snowmaking (30 Total).

25 Additional off-street parking spaces (50 Total).

Restroom facilities capable of handling 500 SAOT.

Trails/Nordic Ski Facilities:

2 Additional miles machine groomable super trail (5 Total).

8 Additional off street parking spaces (20 Total).

Trailhead shop, 600 s.f. minimum.

Tennis Courts:

2 Regulation tennis courts @ Village Center.

(d) Optional Recreation Amenities:

Optional Recreation Amenities may be constructed by Developer, but shall not be required.

Alpine Ski Facilities:

20 Additional Acres Snowmaking (50 Total)

Spectator seating and parking for Special Events (subject to approval by County).

Trails/Nordic Ski Facilities:

3 Additional miles Super Trail (8 Total).

5 Additional Miles Single Track Trail (8 Total).

Additional commercial space @ Trailhead, up to 2,000 s.f..

Teahouse Restaurant and Trail Stations, up to 3,000 s.f..

Nordic Ski Jumps (subject to approval by County).

Sports/Fitness & Swimming:

Swimming Pool at Village Center

Sports/Fitness Center @ Village Center (to be deducted from approved commercial space).

(e) Association Common Area Recreation Facilities:

At Preliminary Plan Developer may apply, or after construction individual homeowners associations may apply to the County and the Master Association Architectural Control Committee for right to construct common area amenities such as tot lots, picnic facilities, single tennis courts, hot tubs, small pools, game areas etc.. Such facilities must be located within the common area of said Association, may not encroach upon Master Association Open Space and may be denied due to visual impact, environmental impact, or neighborhood incompatibility.

4. Recreation Amenity Ownership & Operation:

(a) Developer Primary Owner & Operator:

The Developer shall have primary ownership of and operating responsibility for major amenities. Developer may retain ownership to such amenities and operate them as for-profit businesses. The Maintenance Agreement will define methods by which ownership and operating responsibilities may be transferred to parties willing and capable of assuming the responsibilities attached thereto.

(b) Master Association May Own and Operate.

According to terms defined in the Maintenance Agreement the Master Association may be invited to operate and may receive title to some or all recreation amenities. The Master Association may elect not to operate such amenities, in which case the Abandonment Bonds shall be used to restore and/or stabilize the improvements. Under certain circumstances described in the Maintenance Agreement, the Master Association may not decline title to the R&FC lands.

(c) Recreation and Forest Conservation Lands:

Those lands shown on the Land Use Exhibit as Recreation and Forest Commercial shall be owned by the developer, the Master Association or other operator of the recreation amenities connected thereto. The parcels shown on the referenced exhibit may not be further divided or converted to other uses.

(d) Alpine Ski Facilities:

Alpine Ski Facilities, including the R&FC parcels to which they are attached, shall be owned by the Developer, Master Association or Operator of the facility as defined in the Maintenance Agreement. Owner may lease such facilities to a Concessionaire as defined in the Maintenance Agreement.

(e) Trails/Nordic Ski Facilities:

Trails and Nordic Ski Facilities, which include the R&FC parcels so designated as well as the Trail Easements over F&WP lands, shall be owned by the Developer, Master Association or Operator of such facilities as defined in the Maintenance Agreement. Owner may lease such facilities to Concessionaires as defined in the Maintenance Agreement.

(f) Other Recreation Amenities:

Individual Homeowner Associations shall own and operate all amenities located within their Common Area. Village Center Sports/Fitness, Swimming & Tennis facilities shall be owned and operated in the same fashion as the Ski Amenities.

(5.) Access to Recreation Amenities:

Homeowners, Residents and Guests of Telemark Park Resort shall enjoy access to all Recreation Amenities, but may be charged by the Owner or Operator of such amenities at rates no greater than those charged the general public. Developer or owner of such amenities shall be free to enter into agreements with the Master Association for special rates and access arrangements to such Amenities, and may exclude the general public or charge the general public higher rates. Such agreements may include payment of all fees by Master Association, and access to Homeowners, Residents and Guests controlled by the Master Association. Notwithstanding any of the foregoing, no method of exclusion shall be implemented which shall deny access at fair market rates to Homeowners, Residents and Guests of Telemark Park Resort. This shall not preclude the closure of specific trails from time to time for the purposes of the Ski Academy and its related uses for training, special events, as reasonably necessary or convenient for the purposes of the Academy.

(6.) Pre-Development Recreation:

Developer shall have the right to construct and operate the Recreation Amenities inventoried in Paragraph B.3(a) of this Section prior to application for preliminary approval or plat approval for the first phase of the Project, subject to the following conditions:

(a) Developer shall submit a Pre-Development Water Quality Plan for review and approval by the County's water quality consultants. County's consultants must review and approve plans for conformity to Telemark Park Resort Water Quality Control plan and non-degradation of off site water quality.

(b) Developer shall submit plans at 100 scale or better to the county showing: proposed construction, proposed limits of disturbance, proposed construction methods, proposed erosion control and revegetation, estimated cost of improvements, estimated cost of abandonment and bond or letter of credit for amount in excess of existing out of pocket fund. Such plans shall be subject to approval by the County Planner and Building Official, and staking shall be subject to inspection for conformance to plans prior to construction.

(c) Pursuant to such approval, Developer may apply for permits to operate a Nordic Skiing and Mountain Biking operation as a business with advertising to the general public.

(d) Developer is specifically prohibited from operating Alpine Skiing except on a private, non-advertised or club basis prior to Preliminary Approval.

(e) Developer must meet all other County and State requirements for any such operation, including health requirements. Sewage must be totally contained, must be handled by licensed waste operators, and may not be disposed of on site. It is contemplated that sewage would be handled by chemical toilet only.

(f) Warming Huts must be portable and may not exceed a total of three and total square footage of 400 feet.

(7.) Recreation Amenities Abandonment Plans & Bonds.

Final Plans shall contain abandonment plans for any recreation amenities proposed addressing steps and costs necessary to restore and stabilize the site to a nondegrading condition in the event that the recreation amenity is abandoned.

Excepting Pre-Development Recreation, Abandonment Bonds shall be posted prior to the construction of Recreation Amenities. The administration of such bonds shall be provided for in the Maintenance Agreement.

IX. MAINTENANCE AND ADMINISTRATION

A. MAINTENANCE AGREEMENT.

On or before the approval of the first plat or the issuance of the first building permit, with the exception of Pre-Development Recreation, Developer, Master Association and Special Services District shall execute and record, in form and substance satisfactory to the County, a Maintenance Agreement satisfying or containing each of the following:

(1) Each beneficiary, mortgagee, lienholder or other owner of interest in the property, of record as of the recording date of said Agreement, shall execute an agreement subordinating their interest to the Maintenance Agreement.

(2) Provisions for Maintenance and Abandonment Bonds which shall be posted by Developer in conformance to Maintenance and Abandonment Plans, and shall cover Recreation Amenities, Stormwater Conveyance and Water Quality Facilities.

(3) An Open Space Preservation Agreement covering the Forest and Woodland Preserve areas of the Property.

(4) Provisions for the operation and maintenance of the Recreation Amenities inventoried in Section VIII, in conformance to the following terms:

Developer or assigns shall operate and maintain the Amenities or lease them to entities capable of doing so.

In the event that Developer declines to operate any or all amenities, such failure shall be deemed an invitation to the Master Association to operate and maintain said amenities.

The Master Association shall have the right to choose not to operate said amenities, in which case the Developer shall be responsible to disassemble and restore said amenities to safe, stable conditions requiring no further maintenance. In the event that Developer fails to make such Restoration, the Abandonment Bonds shall be made available to the Master Association for such abandonment.

Nothing herein shall be construed to alter or displace the right of Developer to operate the Recreation Amenities, provided, however, that should Developer desire to resume operation of said Amenities after a period of operation by the Association it shall be

required to give 30 days notice, to reimburse the Association for any costs in excess of receipts which it incurred during such operation, plus a fair interest rate from the dates of such expenses.

The Recreation Amenity Operation Rights shall run with the land. Provisions shall be made in the Maintenance Agreement to prevent the enforcement of liens, mortgages, deeds of trust or other obligations of Developer from damaging, removing or dismantling Recreation Amenities (including but not limited to Ski Lifts).

(5) Recreation Amenity Abandonment Bonds:

The Maintenance Agreement shall contain provisions governing the administration of Abandonment Bonds. Abandonment Bonds are described in Section VIII.

(6) Water Quality Maintenance:

The Maintenance Agreement shall have provisions for the operation and maintenance of Stormwater Conveyance and Water Quality facilities:

After construction, three years of operation and inspection, Special Services District shall accept permanent maintenance and operation of such facilities.

Following construction, such facilities shall be inspected annually for a period of three years, after which they shall be inspected at five year intervals. Such inspection shall be defined in the Maintenance Agreement to the satisfaction of the County's Water Quality Consultant.

In the absence of seasonal or perennial streams discharging from the Property, Water Quality shall be monitored as follows:

At the outlet of the lowest detention basin, or above the Telemark Hollow culvert at U.S. Highway 40, whichever of the following measures is considered most reliable by County's water quality consultant shall be installed: Either a device capable of collecting water quality samples during storm events, which samples must be collected within 24 hours of an event, or a monitor connected to offices and caretaker dwelling which would signal the issuance of water from the detention basin so as to notify personnel to collect such samples on a 24 hour basis.

B. LEGAL STRUCTURE OF THE DEVELOPMENT.

(1) Developer's Responsibilities.

The Developer is defined as the Applicant or Applicant's assigns or successors in the surface estate of the Property. The Developer shall bear primary responsibility for conformance to the conditions in this Approval, for construction of all improvements as shall be required under Preliminary and Final Approvals, for the posting of all required bonds and securities, for the construction of Recreational Amenities in accordance with Section VIII of this approval and for such other requirements as may be imposed by Preliminary and Final Approvals.

(2) Telemark Park Resort Special Services District.

Wasatch County will assist and participate in the creation of a Special Services District (or districts) to be organized in conformance with appropriate Utah law to own, operate and maintain the water system and water rights, sanitary sewer collection and conveyance facilities, stormwater conveyance and water quality facilities, all non-county roads and right of ways and such other services and facilities as may be appropriate and permitted by applicable law.

(3) Telemark Park Resort Master Association.

A Utah non-profit corporation shall be organized in accordance with the Development Code as an owners association to own, operate and maintain all Master Common Area, to enforce the Covenants, Conditions & Restrictions, to enforce the Architectural & Environmental Guidelines and, if it chooses, certain Recreation Amenities. The Master Association must be constituted in a manner satisfactory to the County in the following respects:

- (a) The Master Association must have the power to assess members of the association to carry out its necessary and intended purposes.
- (b) Assessments and voting rights must be reasonable and fair, it must be bound by the maintenance agreement, its assessment liens must take precedence over all other liens excepting governmental entities, and it shall be governed by a fairly elected Board of Trustees.

(4) Sub-Associations.

Individual Condominiums, Lodges and/or neighborhoods may organize non-profit corporations or condominium owners associations under Utah law to own, operate & maintain sub--common area and enforce sub-covenants within certain areas. In the case of condominium ownership, an association of condominium owners will be formed as required by applicable law to govern the common areas of the condominium.

(5) Sale of Development Parcels.

It is anticipated that Applicant may, from time to time, sell some of the Development Parcels to third party Developers. The sale of development parcels within the Resort can occur only pursuant to approved Preliminary Plans and shall not relieve Developer of any responsibilities conditioned in this approval. Such parcels shall be entitled to rely upon the Density Determination and other development standards contained in this Order, provided that they will remain subject to final plan and review and all other Conditions of this approval. The owner of such Parcels shall become the Developer of that parcel, but shall not be the Developer of the Resort as defined hereunder. The conditions imposed and rights conferred by this Order are intended to run with the land.

C. OTHER APPLICABLE LAWS.

All additional applicable state and federal laws and regulations shall also apply to this project.

X. DURATION OF APPROVAL

The County's Development Code, has been amended November 21, 1984 to allow planned Recreation Developments to obtain a Density Determination that would last longer than two years. The amendments were approved November 21, 1984 and became effective with the publication date of December 4, 1986. The following are the ordinance changes made effective December 4, 1986:

1. Insert the following at the end of Section 9.3.C.2. (entitled "scope"):

Determining density standards applicable to a proposed development in accordance with the procedures set forth herein is in the nature of specifying the density characteristic of the zoning applicable to the property in such proposed development and is not in the

nature of granting approval of the proposed development itself or any part thereof. Approval to proceed with any portion of the proposed development is granted only as a plat or building permit relating to such portion is finally approved or issued in accordance with Steps 3 through 21 of Paragraph 9.1.D. of this Code. Except as expressly set forth therein or in the density standards established for a proposed development, all County ordinances, resolutions, rules, regulations, impact and development fees, and other charges shall apply to any portion of a proposed development as they exist at the time the plat or building permit relating to such portion is finally approved or issued in accordance with Steps 3 through 21 of Paragraph 9.1.D. of this Code. Once density standards applicable to a proposed development are established in accordance with the procedures set forth herein, and unless and until such standards are amended, suspended, or terminated in accordance with Section 9.3.C.7. thereof, (all design, engineering, construction, and development activities relating to the proposed development shall be in strict accordance with the Density Data for the proposed Development (and all of the designs, plans, plats, drawings, representations, requirements, terms, and provisions contained therein) as modified, conditioned, revised, or refined in accordance with the County Commission's findings and order establishing the density standards for the proposed development.)

2. Replace Section 9.3.C.i. (entitled "Step 9") with the following:

Step 9: Within thirty (30) days following the posting of the County Commission's findings and order, the developer shall prepare and cause to be recorded a form of Notice of Density Standards (satisfactory in form and substance to the County Attorney) containing (i) a property description of all parcels included in the proposed development with sufficient accuracy to enable proper recording and abstracting (ii) an incorporation by reference of all the conditions, restrictions, requirements, limitations, terms and provisions of said findings and order and a general summary thereof; (iii) the names and addresses of representatives of developer and County who can be contacted concerning the density standards; (iv) notice of any stipulations of the developer submitted to the County concerning the density standards and the fact that the density standards and any such stipulations bind present and future owners and mortgagees of any part of the proposed development; (v) such other matters as the Planning Commission staff and/or the developer deem to be appropriate or helpful; and (vi) the acknowledged signatures of all Owners of any

part of the proposed development. A draft of said notice prepared by the developer and a preliminary title report and color coded map reflecting the location and description of each parcel comprising a part of the proposed development shall be delivered by the developer to the Planning Commission staff at least two (2) weeks prior to the end of said thirty (30) day period. In the event the developer fails or refuses to prepare such Notice the County may prepare such Notice and cause it to be recorded at the developers expense and without the Signatures of such Owners. Such Notice shall be recorded to give notice to all persons now or hereafter interested in the proposed development. Upon completion of the foregoing Steps 1 through 8 and this Step 9, the developer shall proceed as set forth in Steps 3 through 21 of Paragraph 9.1.D.

3. Insert the following new Section 9.3.C.7.:

Amendment, Suspension, or Termination of Density Standards: Following the establishment of density standards for a proposed development in accordance with Paragraph 9.3.C., such density standards shall remain applicable to and shall bind all real property comprising a part of such proposed development as a portion of the zoning requirements for such property unless and until amended, suspended, or terminated in accordance with one or more of the following paragraphs a, b, and c.

a. **Amendment, suspension, or termination of density standards proposed by developer.** The density standards proposed for a particular development may be amended, suspended, or terminated by the developer again proceeding in accordance with Steps 1 through 9 of Paragraph 9.3.C. Any density data filed in an effort to seek such amendment, suspension, or termination shall contain title evidence satisfactory to the County disclosing all Owners of any portions of the development subject to the initial density standards, shall contain a written request for such amendment, suspension, or termination signed by all Owners of, and lien holders upon all portions of the development for which a final plat or plats have not therefore been recorded, or for which building permits have not been issued and all construction under such permits completed, and may rely upon those portions of the Density Data submitted in support of the initial density standards which are certified and warranted as still true and correct by all such Owners at the time of such amendment, suspension, or termination is requested. In conjunction with any amendment, suspension, or termination requested by the developer under this paragraph a., the Planning Commission and County Commission may consider and adopt

any other amendment, suspension, or termination of the density standards which they deem appropriate. The Planning Commission may recommend and the County Commission shall approve an order amending, suspending, or terminating the initial density standards if the developer proves by a preponderance of the evidence that the density standards for the development, as amended, suspended, or terminated, satisfy each of the requirements of Paragraph 9.3.C.5. and that the developer is in accordance with all of the conditions, restrictions, requirements, limitations, terms, and provisions of the density standards as so amended, suspended, or terminated.

b. Amendment, suspension, or termination by County or others. Because density standards are established in accordance with this Paragraph 9.3.C. constitute zoning characteristics for the property within a proposed development, such standards may be amended, suspended, or terminated in accordance with procedures set forth in Paragraph 5.6. of this Code for amending the zoning applicable to all properties situated in the County.

c. In accordance with the density standards. In the event of any breach of or default under any condition, restriction, limitation, term, or provision of the density standards applicable to a development, the County may pursue any rights or remedies set forth in the density standards with respect to such breach or default, may amend, suspend, or terminate the density standards under the foregoing paragraph b. or under any rights or remedies set forth in the density standards, and/or may pursue any other legal or equitable remedy to enforce compliance with such condition, restriction, limitation, term, or provision. The foregoing rights and remedies of the County shall be cumulative and may be pursued simultaneously or separately."

It is the intention of the County in entering this Order that the Density Determination have the maximum duration allowable under these Code amendments.

These Findings and this Order of Density Determination have been entered pursuant to the provisions of the Wasatch County Development Code this ___ day of _____, 1991.

BOARD OF COUNTY COMMISSIONERS
WASATCH COUNTY, STATE OF UTAH

By: Moroni Besendorfer
Moroni Besendorfer

By: Pete Coleman
Pete Coleman

By: L. R. Provost
L. R. Provost

Attest:

Beverly Eganterick
County Clerk

Attest:

County Clerk

ACCEPTANCE AND APPROVAL OF PROPERTY OWNER

Trans-Wasatch Company, a Utah corporation, as the successor to Park City Consolidated Mines Company, and the applicant before the County, hereby acknowledges its acceptance and consent to the conditions imposed by the foregoing Findings and Order of Density Determination entered by the Wasatch County Commission.

Dated this 20th of December, 1991.

TRANS WASATCH COMPANY

By: [Signature]
W. McKay Edwards
President

JOINDER BY LIEN HOLDER

Park City Consolidated Mines Company, a Utah corporation which holds the beneficial interest in a deed of trust covering the property that is subject to this application, hereby acknowledges the foregoing Order of Density Determination, and agrees that it will be bound by the terms and conditions of the Order, and will succeed to the burdens of the Developer under this Order in the event that it takes title or possession under the deed of trust.

Dated this 19th day of December, 1991.

Park City Consolidated Mines Company,

By: [Signature]
Its: President

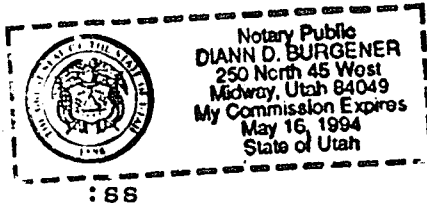
STATE OF UTAH)
COUNTY OF Wasatch) : ss
~~SUMMIT~~

The foregoing instrument was acknowledged before me this 23 day of December, 1991 by .. Moroni Besendorfer, Pete Coleman, and LeRen Provost, who are the members of the Wasatch County Commission, and who executed the foregoing on behalf of Wasatch County.

Diann D. Burgener
Notary Public
Residing at: Midway, UT

Commission Expires:

5-16-94



STATE OF UTAH)
COUNTY OF SUMMIT)

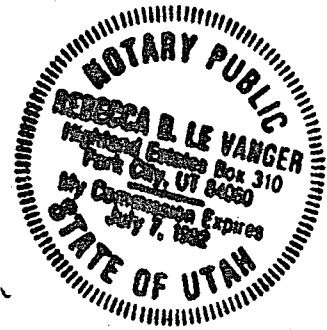
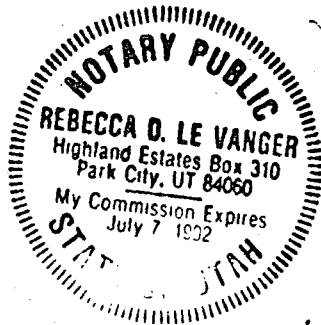
: ss

The foregoing instrument was acknowledged before me this 20 day of December, 1991 by H. McKay Edwards, who is the President of Trans-Wasatch Company, who executed the foregoing on behalf of that corporation with proper authority.

Rebecca D. LeVanger
Notary Public
Residing at: Summit County, Utah

Commission Expires:

7-7-92



STATE OF UTAH)

: ss

COUNTY OF SUMMIT)

The foregoing instrument was acknowledged before me this 19th day of December, 1991 by James Quiggley, who is the President of Park City Consolidated Mines Company, who executed the foregoing on behalf of that corporation with proper authority.

Rebecca D. LeVanger
Notary Public
Residing at: Summit County, Utah

Commission Expires:

7-7-92

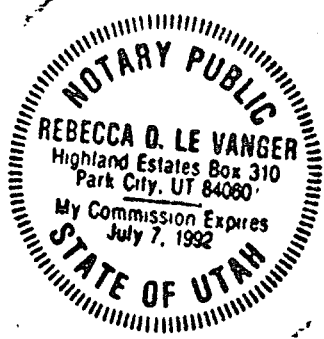


TABLE OF CONTENTS

PROJECT SUMMARY 1

FINDINGS 2

ORDER OF DENSITY DETERMINATION 4

 Development Parcels. 5

 Density and Unit Sizes. 6

 RF-1 Zone Compliance. 7

 Phasing Plan. 7

 Pre-Conditions. 8

PRE-CONDITIONS TO CONSTRUCTION 9

 Sewage Treatment. 9

 Secondary Access Road. 9

 Government Services Plan. 9

 Execution by Affected Parties. 10

INFRASTRUCTURE REQUIREMENTS 10

 ROADS. 10

 Public Roads 10

 Design Standards for Service District Roads 12

 Designation of Ownership 12

 Design Standards for Project Roads 13

 WATER SUPPLY, WATER RIGHTS, AND FIRE FLOWS 14

 Water Rights 14

 Quantity of Water 14

 Phasing of Water Acquisition 15

 Water System Capacity and Fire Flows 16

 Fire Flows and Storage Demand 16

 Total Storage Demand 16

 Water System Design Standards 17

 Storage Location, System Design & Main Depth 17

 Fire Protection and Suppression Requirements 17

 SANITARY SEWER 18

 STORM WATER AND WATER QUALITY 18

 Stormwater Plans 18

 Ownership and Maintenance 19

 Water Quality Control 19

 Stormwater Design Criteria 19

 RELATIONSHIP OF ROADS AND UTILITIES TO OTHER PROPERTIES 20

PUBLIC TRANSPORTATION 20

DEVELOPMENT AND SITING OF IMPROVEMENTS 20

 DEVELOPMENT PARCELS 21

 SITING GUIDELINES APPLICABLE TO ALL
 DEVELOPMENT PARCELS 22

 COMMERCIAL SPACE. 22

 SET BACK AND SIDEYARD STANDARDS 23

 SINGLE FAMILY SUBDIVISION LOT DESIGN
 STANDARDS 23

 COMBINATION OF LOTS 27

 SPECIAL GUIDELINES FOR TELEMAR HOLLOW
 LOT: 28

 BUILDING HEIGHT. 29

 STANDARDS INCORPORATED INTO RECORDED
 COVENANTS. 30

 HANDICAPPED/ELDERLY ACCESS. 30

 PARKING AND LOADING REQUIREMENTS. 30

 General Parking Design
 Considerations 30

 Parking For Residential Uses 31

 Parking for Commercial Uses 32

 Parking for Recreational Uses 32

 Ski Academy Parking 32

 SITE PREPARATION, GRADING, AND RE-
 VEGETATION. 33

 Geological Reconnaissance and
 Geotechnical Analysis. 33

 Site Preparation: Building
 Areas, and Trails. 33

 Site Grading, Drainage, and
 Erosion Control and
 Revegetation. 34

 Grading confined within parcel
 boundary. 35

 REVEGETATION & EROSION CONTROL POLICIES. 35

 Plant Materials & Application 35

 Revegetation of Ski Runs, Cut &
 Fill Slopes 36

 Erosion Control 36

 Site Drainage 36

EMPLOYEE HOUSING 37

RECREATION AMENITIES, OPEN SPACE,
 AND COMMON AREA MANAGEMENT 37

 OWNERSHIP. 37

 Forest & Woodland Preserve 37

 District Roadways 37

 Recreation and Forest
 Conservation 38

 Public Access 38

Open Space Covenant	38
RECREATION AMENITIES.	38
Recreation Amenities Defined	38
Conformance to standards	38
Inventory & Phasing	39
(a) Pre-Development Amenities	39
(b) Phase 1 Recreation Amenities	40
(c) Phase 2 Recreational Amenities	40
(d) Optional Recreation Amenities	41
(e) Association Common Area Recreation Facilities	42
Recreation Amenity Ownership & Operation	42
Developer Primary Owner & Operator	42
Master Association May Own and Operate	42
Recreation and Forest Conservation Lands	42
Alpine Ski Facilities	42
Trails/Nordic Ski Facilities	43
Other Recreation Amenities	43
Access to Recreation Amenities	43
Pre-Development Recreation	43
Recreation Amenities Abandonment Plans & Bonds.	44
MAINTENANCE AND ADMINISTRATION	45
MAINTENANCE AGREEMENT.	45
Recreation Amenity Abandonment Bonds	46
Water Quality Maintenance	46
LEGAL STRUCTURE OF THE DEVELOPMENT.	47
Developer's Responsibilities	47
Telemark Park Resort Special Services District	47
Telemark Park Resort Master Association	47
Sub-Associations	48
Sale of Development Parcels	48
OTHER APPLICABLE LAWS.	48
DURATION OF APPROVAL	48
ACCEPTANCE AND APPROVAL OF PROPERTY OWNER	52

LIST OF EXHIBITS

EXHIBIT A, SITE MAP SHOWING DEVELOPMENT PARCELS

EXHIBIT B, LEGAL DESCRIPTION AND COMMITMENT FOR TITLE
INSURANCE

APPENDIX 1, DESIGN GUIDELINES

TABLE OF CONTENTS

PROJECT SUMMARY 1

FINDINGS 2

ORDER OF DENSITY DETERMINATION 4

 Development Parcels. 5

 Density and Unit Sizes. 6

 RF-1 Zone Compliance. 7

 Phasing Plan. 7

 Pre-Conditions. 8

PRE-CONDITIONS TO CONSTRUCTION 9

 Sewage Treatment. 9

 Secondary Access Road. 9

 Government Services Plan. 9

 Execution by Affected Parties. 10

INFRASTRUCTURE REQUIREMENTS 10

 ROAD STANDARDS. 10

 Public Roads 10

 Service District Roads 12

 Designation of Ownership 12

 Design Standards for Project Roads 13

 WATER SUPPLY, WATER RIGHTS, AND FIRE FLOWS 14

 Water Rights 14

 Quantity of Water 14

 Phasing of Water Acquisition 15

 Water System Capacity and Fire Flows 16

 Fire Flows and Storage Demand 16

 Total Storage Demand 16

 Water System Design Standards 17

 Storage Location, System Design & Main Depth 17

 Fire Protection and Suppression Requirements 17

 SANITARY SEWER 18

 STORM WATER AND WATER QUALITY 18

 Stormwater Plans 18

 Ownership and Maintenance 19

 Water Quality Control 19

 Stormwater Design Criteria 19

 RELATIONSHIP OF ROADS AND UTILITIES TO OTHER PROPERTIES 20

 PUBLIC TRANSPORTATION 20

DEVELOPMENT AND SITING OF IMPROVEMENTS 20

 DEVELOPMENT PARCELS 21

SITING GUIDELINES APPLICABLE TO ALL
 DEVELOPMENT PARCELS 22
 COMMERCIAL SPACE. 22
 SET BACK AND SIDEYARD STANDARDS 23
 SINGLE FAMILY SUBDIVISION LOT DESIGN
 STANDARDS 23
 COMBINATION OF LOTS 27
 SPECIAL GUIDELINES FOR TELEMAR HOLLOW LOT: . . 28
 BUILDING HEIGHT. 29
 STANDARDS INCORPORATED INTO RECORDED
 COVENANTS. 30
 HANDICAPPED/ELDERLY ACCESS. 31
 PARKING AND LOADING REQUIREMENTS. 31
 General Parking Design
 Considerations 31
 Parking For Residential Uses 31
 Parking for Commercial Uses 32
 Parking for Recreational Uses 32
 Ski Academy Parking 32
 SITE PREPARATION, GRADING, AND RE-
 VEGETATION. 33
 Geological Reconnaissance and
 Geotechnical Analysis. 33
 Site Preparation: Building Areas,
 and Trails. 33
 Site Grading, Drainage, and Erosion
 Control and Revegetation. 34
 Grading confined within parcel
 boundary. 35
 REVEGETATION & EROSION CONTROL POLICIES. . . . 35
 Plant Materials & Application 36
 Revegetation of Ski Runs, Cut &
 Fill Slopes 36
 Erosion Control 36
 Site Drainage 36
 EMPLOYEE HOUSING 37
 RECREATION AMENITIES, OPEN SPACE,
 AND COMMON AREA MANAGEMENT 37
 OWNERSHIP. 38
 Forest & Woodland Preserve 38
 District Roadways 38
 Recreation and Forest Conservation 38
 Public Access 38
 Open Space Covenant 38
 RECREATION AMENITIES. 38
 Recreation Amenities Defined 38
 Conformance to standards 39
 Inventory & Phasing 39
 (a) Pre-Development Amenities 39
 (b) Phase 1 Recreation Amenities 40

(c) Phase 2 Recreational Amenities	40
(d) Optional Recreation Amenities	41
(e) Association Common Area Recreation Facilities	42
Ownership & Operation	42
Developer Primary Owner & Operator	42
Master Association May Own and Operate	42
Recreation and Forest Conservation Lands	43
Alpine Ski Facilities	43
Trails/Nordic Ski Facilities	43
Other Recreation Amenities	43
Access to Recreation Amenities	43
Pre-Development Recreation	44
Recreation Amenities Abandonment Plans & Bonds.	45
MAINTENANCE AND ADMINISTRATION	45
MAINTENANCE AGREEMENT.	45
Recreation Amenity Abandonment Bonds	46
Water Quality Maintenance	46
LEGAL STRUCTURE OF THE DEVELOPMENT.	47
Developer's Responsibilities	47
Telemark Park Resort Special Services District	47
Telemark Park Resort Master Association	48
Sub-Associations	48
Sale of Development Parcels	48
OTHER APPLICABLE LAWS.	49
DURATION OF APPROVAL	49
ACCEPTANCE AND APPROVAL OF PROPERTY OWNER	53

LIST OF EXHIBITS

- EXHIBIT A LAND USE AND AREA EXHIBIT
- EXHIBIT B LEGAL DESCRIPTION OF PROPERTY,
TITLE REPORT
- EXHIBIT C DESIGN GUIDELINES

EXHIBIT A
LAND USE AND AREA EXHIBIT

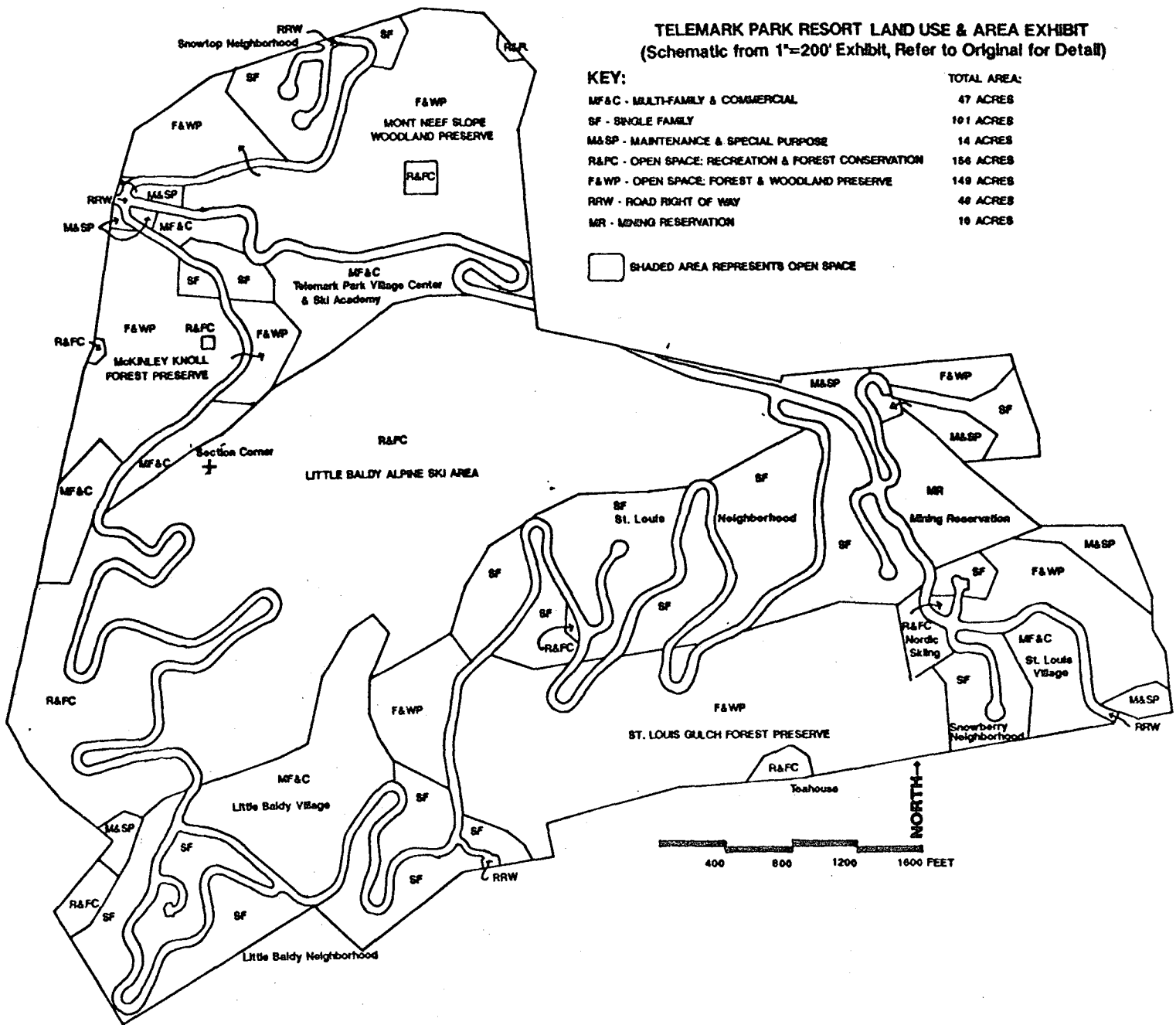


EXHIBIT B

LEGAL DESCRIPTION & TITLE REPORT

COMMITMENT FOR TITLE INSURANCE

Trans-Wasatch Company
614 Main Street #206
Park City, Utah 84060
Becky

Order No. F-W-2177

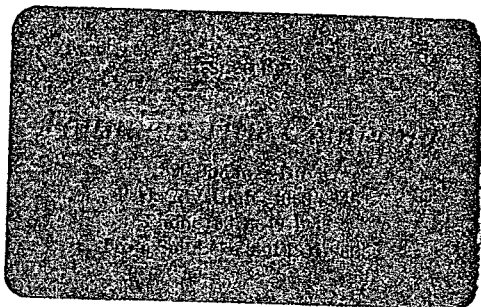
Re:

SECURITY UNION TITLE INSURANCE COMPANY

a California corporation, herein called the Company, for a valuable consideration, hereby commits to issue its policy or policies of title insurance, as identified in Schedule A, in favor of the proposed Insured named in Schedule A, as owner or mortgagee of the estate or interest covered hereby in the land described or referred to in Schedule A, upon payment of the premiums and charges therefor; all subject to the provisions of Schedules A and B and to the Conditions and Stipulations hereof.

This Commitment shall be effective only when the identity of the proposed Insured and the amount of the policy or policies committed for have been inserted in Schedule A hereof by the Company, either at the time of the issuance of this Commitment or by subsequent endorsement.

This Commitment is preliminary to the issuance of such policy or policies of title insurance and all liability and obligations hereunder shall cease and terminate six months after the effective date hereof or when the policy or policies committed for shall issue, whichever first occurs, provided that the failure to issue such policy or policies is not the fault of the Company.



SECURITY UNION TITLE INSURANCE COMPANY

[Handwritten Signature]
.....
Authorized Signature



By: *[Handwritten Signature]*
President

By: *[Handwritten Signature]*
Secretary

ALTA COMMITMENT—1966

Reorder Form No. 11135

CONDITIONS AND STIPULATIONS

1. The term "mortgage," when used herein, shall include deed of trust, trust deed, or other security instrument.
2. If the proposed Insured has or acquires actual knowledge of any defect, lien, encumbrance, adverse claim or other matter affecting the estate or interest or mortgage thereon covered by this Commitment other than those shown in Schedule B hereof, and shall fail to disclose such knowledge to the Company in writing, the Company shall be relieved from liability for any loss or damage resulting from any act of reliance hereon to the extent the Company is prejudiced by failure to so disclose such knowledge. If the proposed Insured shall disclose such knowledge to the Company, or if the Company otherwise acquires actual knowledge of any such defect, lien, encumbrance, adverse claim or other matter, the Company at its option may amend Schedule B of this Commitment accordingly, but such amendment shall not relieve the Company from liability previously incurred pursuant to Paragraph 3 of these Conditions and Stipulations.
3. Liability of the Company under this Commitment shall be only to the named proposed Insured and such parties included under the definition of Insured in the form of policy or policies committed for and only for actual loss incurred in reliance hereon in undertaking in good faith (a) to comply with the requirements hereof, or (b) to eliminate exceptions shown in Schedule B, or (c) to acquire or create the estate or interest or mortgage thereon covered by this Commitment. In no event shall such liability exceed the amount stated in Schedule A for the policy or policies committed for and such liability is subject to the insuring provisions, the Exclusions from Coverage and the Conditions and Stipulations of the form of policy or policies committed for in favor of the proposed Insured which are hereby incorporated by reference and are made a part of this Commitment except as expressly modified herein.
4. Any action or actions or rights of action that the proposed Insured may have or may bring against the Company arising out of the status of the title to the estate or interest or the status of the mortgage thereon covered by this Commitment must be based on and are subject to the provisions of this Commitment.

NOTE: The language contained in the printed Exclusions from Coverage and Conditions and Stipulations of the policy committed for may be examined by reference to forms on file in the office of the Department of Insurance or by inquiry at the office which issued this Commitment.

COMMITMENT FOR TITLE INSURANCE
FOUNDERS TITLE COMPANY
SCHEDULE A

File Number: F-W-2177

1. Effective Date: December 12, 1991 at 8:00 A.M.

2. Policy or Policies to be issued:

A. ALTA Owner's Policy, (4-6-90) Standard Coverage Extended coverage Amount \$
Premium \$

Proposed Insured:

B. ALTA Loan Policy, (4-6-90) Standard Coverage Extended coverage Amount \$
Premium \$

Proposed Insured:

C. Amount \$
Premium \$

3. The estate or interest in the land described or referred to in this Commitment and covered herein is:

fee simple

4. Title to the fee simple estate or interest in said land is at the effective date hereof vested in:
TRANS-WASATCH COMPANY, a Utah Corporation

5. The land referred to in this Commitment is described as follows:

Situated in the County of Wasatch, State of Utah:

See Schedule C attached hereto, and by this reference made a part hereof.

COMMITMENT FOR TITLE INSURANCE

SCHEDULE B - SECTION I

File Number: F-W-2177

Page: 3

Schedule B of the policy or policies to be issued will contain exceptions to the following matters unless the same are disposed of to the satisfaction of the Company.

- A. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the public records, or attaching subsequent to the effective date hereof but prior to the date the proposed Insured acquires of record for value the estate or interest or mortgage thereon covered by this Commitment.
- B. **General Exceptions:**
 - (1) Rights or claims of parties in possession not shown by the public records.*
 - (2) Encroachments, overlaps, boundary line disputes, and any other matters which would be disclosed by an accurate survey or inspection of the premises including, but not limited to, insufficient or impaired access or matters contradictory to any survey plat shown by the public records.*
 - (3) Easements, or claims of easements, not shown by the public records.*
 - (4) Any lien, or right to a lien, for services, labor, or material heretofore or hereafter furnished, imposed by law and not shown by the public records.*
 - (5) (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b), or (c) are shown by the public records.*
 - (6) Taxes or special assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records. Proceedings by a public agency which may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the public records.*

*Paragraphs 1, 2, 3, 4, 5 and 6 will not appear as printed exceptions on extended coverage policies, except as to such parts thereof which may be typed as a Special Exception in Schedule B-Section 2.

C. **Special Exceptions:**

(See Schedule B-Section 2 beginning on next page)

Continued.

COMMITMENT FOR TITLE INSURANCE

SCHEDULE B - SECTION 2

F-W-2177

File Number: _____

Special Exceptions:

1. Taxes for the year 1991 have been paid in the amount of \$374.11.
Tax Sidwell No. STA-0140.
2. Said property is included within the boundaries of WASATCH COUNTY FIRE PROTECTION DISTRICT, and is subject to the charges and assessments thereof.
3. Rights of way for any roads, ditches, canals, or transmission lines now existing over, under, or across said property.
4. Any and all outstanding oil and gas, mining and mineral rights, etc., together with the right of the proprietor of a vein or lode to extract his ore therefrom should the same be found to penetrate or intersect the premises, and the right of ingress and egress for the use of said rights.
5. A perpetual easement and right of way for the erection and continued maintenance, repair, alteration, and replacement of the electric transmission, distribution and telephone circuits of the Grantee, and 3 guy anchors, two 2-pole towers and seven single poles, with the necessary guys, stubs, cross-arms and other attachments thereon, or affixed thereto, for the support of said circuits, to be erected and maintained upon and across the land described herein, executed by Park City Consolidated Mines Company, a Corporation doing business in the State of Utah, in favor of Utah Power and Light Company, a Corporation.
6. A Right of Way and Easement thirty feet in width to lay, maintain, operate, repair, inspect, protect, remove and replace pipe lines, valves, valve boxes and other gas transmission and distribution facilities (hereinafter collectively called "Facilities") through and across the property described herein.

as shown by that certain Right of Way and Easement Grant recorded August 11, 1964 as Entry No. 86293 in Book 49 at pages 219-220 of Official Records, executed by Park City Consolidated Mines Company in favor of Mountain Fuel Supply Company.

7. A Memorandum of Mineral Lease recorded February 20, 1981 as Entry No. 122316 in Book 138 at pages 596-606 of Official Records, executed by Park City Consolidated Mines Co., a Utah Corporation, to Noranda Mining Inc., a Delaware Corporation.

The effect of that certain Affidavit recorded November 30, 1989 as Entry No. 150593 in Book 214 at pages 90-96 of Official Records. (See attached copy for further recitals.)

8. The effect of that certain Quit Claim Deed recorded June 5, 1985 as Entry No. 135597 in Book 172 at page 276 of Official Records, and executed by Keetley Water Company in favor of Park City Consolidated Mines Company, a Utah Corporation.

Continued.

SCHEDULE B - SECTION 2 This Commitment is not valid without Schedule B - Section I
Commitment
Reorder Form No. 11122

AGENT'S COPY

COMMITMENT FOR TITLE INSURANCE
CONTINUATION

SCHEDULE "B"

File Number: F-W-2177

Commitment Number: _____

- 9. UNRECORDED UNIFORM REAL ESTATE CONTRACT
 - Seller: Park City Consolidated Mines Company
 - Purchaser: Trans-Wasatch Company
 - Dated: October 1, 1990
 - as shown by:

NOTICE OF CONTRACT

- Recorded: November 29, 1990
- Entry No.: 154209
- Book/Page: 224/166

See Attached copy for further recitals.

NOTE: Judgments were checked as to Trans-Wasatch, and none were found of record.

Inquiries regarding this commitment should be directed to:

KEVIN DI STEFANO
TAMI CLEGG



COMMITMENT FOR TITLE INSURANCE

SCHEDULE C

F-W-2177

File Number: _____

The land referred to in this Commitment is described as follows:

As to that portion of the following mining claims located in Wasatch County:

The Roosevelt and Roosevelt No. 2 Lode Mining Claim U.S.M.S. No. 6645, situated in the Blue Ledge Mining District, Wasatch County, State of Utah.

The McKinley No. 1, Mc Kinley No. 2, Mc Kinley No. 3, and Mc Kinley No. 4 Lode Mining Claims, U.S.M.S. No. 6645, situated in Blue Ledge Mining District, Wasatch County, State of Utah.

The Mountain Neef, being Survey No. 6798, situated in the Blue Ledge Mining District, Wasatch County, State of Utah.

Dewet #1, Dewet #2, Dewet #3, Dewet #4, Kruger #1, Kruger #2, Kruger #3, Kruger #4, Old Missouri Lode Mining Claims, designed by the Surveyor-General as Lot No. 5161, situated in the Blue Ledge Mining District, Wasatch County, State of Utah.

Rucker #1, Rucker #2, Fred Williams #1, Fred Williams #2, Hanna Lode #1, Hanna Lode #2, Dieter, Schuyler and Sommer Lode Mining Claims designed by the Surveyor General as Lot No. 5166, situated in the Blue Ledge Mining District, Wasatch County, State of Utah.

Silver and Last Chance Lode, Galena, Gilt Edge, Park City Consolidated #3, Park City Consolidated #4, Park City Consolidated #22, Park City Consolidated #31, designated as U.S. Mineral Survey No. 6867, situated in Blue Ledge Mining District, Wasatch County, State of Utah.

Queen Esther #1, Queen Esther #2, Queen Esther #3, Queen Esther #6, and Queen Esther #11 designated as Survey No. 6979, situated in the Blue Ledge Mining District, Wasatch County, State of Utah.

SCHEDULE C
Commitment
Reorder Form No. 11124

AGENT'S COPY



F. 1. 50
PAGE 165.

PAGE () INDEX () ABSTRACT () PLAT () CHECK ()

When Recorded Return to:
Park City Consolidated Mines Company
c/o Corporate Secretary
P. O. Box 497
Park City, Utah 84060

ENTRY NO. 154209 DATE 11-27-90 TIME 10:56 FEE 13.00
RECORDED FOR CONVEYANCE FILE BOOK 234 PAGE 166
DRAWN BY LISA SEYMOUR 164

NOTICE OF CONTRACT

KNOW ALL MEN BY THESE PRESENTS:

The undersigned, PARK CITY CONSOLIDATED MINES COMPANY, a Utah Corporation, HEREBY GIVES NOTICE:

That we have sold the property hereinafter described pursuant to the terms of a Real Estate Sales Contract dated October 1, 1990 wherein TRANS-WASATCH COMPANY, a Utah Corporation appears as Buyer and to which reference is hereby made for the complete terms and conditions of sale. Said agreement is made with respect to certain real property located in Wasatch County, State of Utah, particularly described as follows to-wit:

Beginning at a point on the Summit-Wasatch County line, said point is located South $0^{\circ}30'11''$ West 5482.77 feet along the section line and East 4743.36 feet from the East quarter corner of Section 16, Township 2 South, Range 4 East, Salt Lake Base & Meridian; and running thence along the County line the following 16 courses: 1) North $41^{\circ}02'08''$ East 549.09 feet; thence 2) North $51^{\circ}35'50''$ West 408.17 feet; thence 3) North $40^{\circ}47'43''$ West 296.74 feet; thence 4) North $26^{\circ}08'13''$ West 279.53 feet; thence 5) North $12^{\circ}53'14''$ East 499.61 feet; thence 6) North $12^{\circ}51'25''$ East 724.39 feet; thence 7) North $11^{\circ}18'39''$ East 801.35 feet; thence 8) North $28^{\circ}29'27''$ East 214.25 feet; thence 9) North $8^{\circ}43'41''$ East 906.05 feet; thence 10) North $17^{\circ}33'57''$ East 446.92 feet; thence 11) North $55^{\circ}24'54''$ East 454.52 feet; thence 12) North $61^{\circ}48'14''$ East 133.55 feet; thence 13) North $73^{\circ}02'55''$ East 812.81 feet; thence 14) North $73^{\circ}11'51''$ East 485.08 feet; thence 15) South $85^{\circ}09'01''$ East 382.13 feet; thence 16) South $43^{\circ}00'37''$ East 488.15 feet; thence along the east line of the Queen Esther No. 3 Mining Claim (MS 6979) South $18^{\circ}31'58''$ West 333.29 feet; thence along the West line of the Mountain Neef No. 5 Mining Claim (MS 6798) South $5^{\circ}39'38''$ East 573.77 feet; thence along the West line of the Mountain Neef No. 3 Mining Claim South $5^{\circ}26'45''$ East 627.94 feet; thence along the south line of the Mountain Neef No. 3 Mining Claim South $77^{\circ}30'43''$ East 1500.74 feet; thence along the east line of the Mountain Neef No. 3 Mining Claim North $5^{\circ}26'43''$ West 28.39 feet; thence along the North line of the Mountain Neef Mining Claim North $84^{\circ}33'15''$ East 1386.12 feet; thence along the right-of-way line of US 40 South $18^{\circ}46'46''$ East

166

493.82 feet more or less; thence along the east line of the Mountain Neef Mining Claim South $5^{\circ}26'45''$ East 119.49 feet more or less; thence along the south line of the Mountain Neef Mining Claim South $84^{\circ}40'19''$ West 468.55 feet more or less; thence along the east line of the Kruger No. 3 Mining Claim (MS 5161) South $5^{\circ}01'13''$ East 615.39 feet; thence along the north line of the Old Missouri Mining Claim (MS 5161) South $89^{\circ}54'38''$ East 319.16 feet; thence along the right-of-way line of US 40 the following 3 courses: 1) South $20^{\circ}26'22''$ East 433.78 feet more or less; thence 2) South $1^{\circ}51'02''$ East 213.74 feet; thence 3) South $34^{\circ}17'35''$ East 97.77 feet more or less; thence along the west line of the Therman Lode (Lot 155) South $7^{\circ}10'00''$ East 414.32 feet more or less; thence along the South line of the Kruger No. 4 Mining Claim South $80^{\circ}45'00''$ West 805.77 feet more or less; thence along the South Line of the Kruger No. 4 Mining Claim South $80^{\circ}20'00''$ West 683.50 feet more or less; thence along the south line of the Dewet No. 4 Mining Claim (MS 5161) South $80^{\circ}20'00''$ West 798.50 feet more or less; thence along the South line of the Dewet No. 4 Mining Claim South $85^{\circ}53'00''$ West 697.41 feet more or less; thence along the North line of the Pioche No. 14 Mining Claim South $85^{\circ}53'00''$ West 798.80 feet more or less; thence along the west line of the Pioche No. 14 Mining Claim (lot 181) South $9^{\circ}45'00''$ East 341.45 feet more or less; thence along the south line of the Sommer Mining Claim (MS 5166) South $81^{\circ}01'45''$ West 597.51 feet more or less; thence along the South line of the Sommer Mining Claim South $53^{\circ}31'51''$ West 772.57 feet; thence along the West line of the Sommer Mining Claim North $47^{\circ}08'25''$ West 395.50 feet; thence along the South line of the Hanna Lode No. 1 Mining Claim (MS 5166) South $56^{\circ}21'07''$ West 61.39 feet more or less; thence along the north line of the North Dakota Mining Claim (Lot 185) South $59^{\circ}25'05''$ West 1303.28 feet more or less; thence along the west line of the Hanna Lode No. 1 North $30^{\circ}41'11''$ West 532.49 feet more or less; thence along the west line of the Rucker No. 1 Mining Claim (MS 5166) North $30^{\circ}48'29''$ West 247.82 feet to the point of beginning.

Together with the following described property:

Beginning at the Southwest corner of the Hanna Lode Mining Claim (MS 5166), said point is located South $0^{\circ}30'11''$ West 6213.60 feet along the section line and East 5184.07 feet from the East quarter corner of Section 16, Township 2 South, Range 4 East, Salt Lake Base & Meridians; and running thence along the West line of the Hanna Lode Mining Claim North $30^{\circ}41'11''$ West 59.50 feet more or less; thence along the North line of the North Dakota Mining Claim (MS 185) South $47^{\circ}40'42''$ East 61.25 feet more or less; thence along the South line of the Hanna Lode Mining Claim South $56^{\circ}21'07''$ West 17.92 feet more or less to the point of Beginning.

Excepting therefrom the following 5 parcels:

Exception #1 (McKinley East of County Line)

Beginning at a point on the North Line of the McKinley Mining Claim (MS 6645) and on the Summit-Wasatch County Line, said point being South $00^{\circ}30'11''$ West 1203.97 feet along the section line and east 5121.79 feet more or less from the East quarter corner of Section 16, Township 2 South, Range 4 East, Salt Lake Base & Meridian; and running thence along the North line of the McKinley Mining Claim South $85^{\circ}42'00''$ East 400.24 feet; thence along the east line of the McKinley Mining Claim South $4^{\circ}18'00''$ West 600.00 feet; thence along the South line of the McKinley Mining Claim North $85^{\circ}42'00''$ West 458.40 feet; thence along the Summit-Wasatch County Line North $8^{\circ}43'41''$ East 527.66 feet; thence along the Summit-Wasatch County Line North $17^{\circ}33'57''$ East 75.94 feet to the point of beginning.

Exception #2 (Roosevelt No. 1 Mining Claim)

Beginning at the Northwest corner of the Roosevelt No. 1 Mining Claim (MS 6645), said point being South $00^{\circ}30'11''$ West 1832.31 feet along the section line and East 5481.43 feet more or less from the east quarter corner of Section 16, Township 2 South, Range 4 East, Salt Lake Base & Meridian; and running thence along the North line of the Roosevelt No. 1 Mining Claim South $85^{\circ}42'00''$ East 1500.00 feet; thence along the east line of the Roosevelt No. 1 Mining Claim South $4^{\circ}18'00''$ West 600.00 feet; thence along the South line of the Roosevelt No. 1 Mining Claim North $85^{\circ}42'00''$ West 1500.00 feet; thence along the West line of the Roosevelt No. 1 Mining Claim North $4^{\circ}18'00''$ East 600.00 feet to the point of beginning.

Exception #3 (Roosevelt No. 4 less MS 5166)

Beginning at the Northwest corner of the Roosevelt No. 4 Mining Claim (MS 6645); said point being South $00^{\circ}30'11''$ West 3000.53 feet along the section line and East 5021.79 feet more or less from the East Quarter Corner of Section 16, Township 2 South, Range 4 East, Salt Lake Base & Meridian; and running thence along the north line of the Roosevelt No. 4 Mining Claim South $85^{\circ}42'00''$ East 1500.00 feet; thence along the east line of the Roosevelt No. 4 Mining Claim South $4^{\circ}18'00''$ West 437.42 feet; thence along the North line of the Dieter and the Schuyler Mining Claims (MS 5166) South $74^{\circ}25'00''$ West 478.02 feet; thence along the south line of the Roosevelt No. 4 Mining Claim North $85^{\circ}42'00''$ West 1050.48 feet; thence along the West line of the Roosevelt No. 4 Mining Claim North $4^{\circ}18'00''$ East 600.00 feet to the point of beginning.

Exception #4 (BLM Fraction North)

Beginning at a point on the North line of the Roosevelt Mining Claim (MS 6645) and on the East Line of the Queen Esther No. 11 Mining Claim (MS 6979), said point being South 00°30'11" West 1269.25 feet along the section line and East 5990.53 feet more or less from the East quarter corner of Section 16, Township 2 South, Range 4 East, Salt Lake Base & Meridian; and running thence along the north line of the Roosevelt Mining Claim South 85°42'00" East 414.97 feet; thence along the south line of the Queen Esther No. 6 Mining Claim North 67°49'00" West 402.56 feet; thence along the east line of the Queen Esther No. 11 Mining Claim South 18°45'00" West 127.66 feet to the point of beginning.

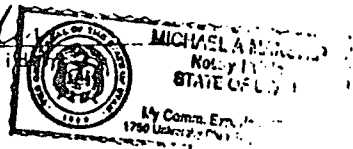
Exception # 5 (BLM Fraction South)

Beginning at a point on the East line of the Hanna Lode Mining Claim (MS 5166) and the South Line of the Schuyler Mining Claim (MS 5166), said point is located South 0°30'11" West 5156.19 feet along the section line and East 6294.91 feet more or less from the East Quarter Corner of Section 16, Township 2 South, Range 4 East, Salt Lake Base and Meridian; and running thence along the North line of the Schuyler Mining Claim North 74°15'00" East 99.87 feet more or less; thence along the North Line of the Soomer Mining Claim (MS 5166) South 52°50'00" West 97.07 feet more or less; thence along the east line of the Hanna Lode Mining Claim North 30°46'00" West 36.70 feet more or less to the point of beginning.

Dated October 1, 1990

Park City Consolidated Mines Company

BY: James Quigley
James Quigley, President



State of Utah)
County of Salt Lake)

On the 19 day of November, 1990, personally appeared before me JAMES QUIGLEY, who by me being duly sworn, did say that he the said JAMES QUIGLEY, is the President of PARK CITY CONSOLIDATED MINES COMPANY, a Utah Corporation, and that the within and foregoing instrument was signed in behalf of said corporation by authority of a resolution of its board of directors and said JAMES QUIGLEY duly acknowledged to me that said corporation executed the same.

Michael A. Manship SLC, UT
Notary Public, Residing at:

My Commission expires:

DSTS 90022916
DATE 11-29-90 TIME 1:03 P.M. FEE 9.00
ENTRY NO. 154210
RECORDED FOR PACOMAU - STEWART BOOK 22A PAGE 170-171

ENTRY NO. 150593 DATE 11-30-89 TIME 1:30 FEE 28.00
RECORDED FOR FIRST AMERICAN TITLE BOOK 214 PAGES 90-96
RECORDER JOE DEAN HUBER BY BRUCE BAILEY
AFFIDAVIT

of Utah, as Trustee, under
RN
4, 1984 in
STCH County Recorder,
ut warranty, to the person or
Trust Deed, which Trust Deed

STATE OF UTAH)
COUNTY OF SUMMIT) SS PAGE () INDEX () ABSTRACT () PLAT () CHECK ()

Comes now H. MCKAY EDWARDS, who after being duly sworn, deposes
and says:

That I am of legal age and in all respects competent to make this
Affidavit;

That I was Corporate Secretary of Park City Consolidated Mines
Company in 1982 and am now President of Park City Consolidated Mines
Company;

That I am well and truly acquainted with Gordon Stott, President
of Park City Consolidated Mines Company in 1982 and Richard J.
Egerton, President of Noranda Mining Inc. in 1982;

That I know of my own knowledge that that certain Memorandum of
Mineral Lease recorded in Wasatch County on February 20, 1981 as Entry
No. 122316 in Book 138 at Pages of 596-606 of the official records of
Wasatch County and recorded in Summit County on February 20, 1981 as
Entry No. 176584 in Book M180 at Pages 255 through 265 official
records of Summit County, executed by Park City Consolidated Mines
Co., a Utah Corporation to Noranda Mining Inc., a Delaware Corporation
has been dissolved and a settlement agreement concerning Noranda
Mining Inc.'s development commitment was reached in August of 1982,
and therefore the Lease Agreement is no longer in effect;

That the letter marked as Exhibit "A" attached hereto and by
reference made a part hereof is the true written acknowledgement of
said settlement agreement;

That this Affidavit is given in support of the record legal
encumbrances of the property described in Exhibit "B" attached hereto
and by reference made a part hereof;

That the within and foregoing instrument was signed in behalf of
said corporation by authority of a resolution of its board of
directors and that said corporation executed the same.

Further Affiant sayeth not.

Park City Consolidated Mines Co.

By H. McKay Edwards
H. McKay Edwards, President

On the 13th day of November, A.D., 1989, appeared before
me, H. McKay Edwards, who after being duly sworn, did say that he, the
said H. McKay Edwards is the President of PARK CITY CONSOLIDATED MINES
CO. and that the within and foregoing instrument was signed in behalf
of said corporation by authority of a resolution of its board of
directors and said H. McKay Edwards duly acknowledged to me that said
corporation executed the same.

My Commission expires:
7-7-92

Rebecca D. LeVanger
Notary Public, Residing at:

Park City, Utah



East for the
t, Salt Lake
South 369.37
1 feet; thence

on 4, Township
st 407.75
ce North 323.6

northwest corner of
Meridian; thence
feet; thence South
thence South 46°28'
outh 231.44 feet;
West 331.51 feet;
st 39.47 feet to

2
39
() CHECK ()

as Trustee, has executed this
th day of

COMPANY
Childs
gnature)

L. Childs
orn did say that he is the
COMPANY, the corporation
in behalf of said corpora-
ILDS

L. Childs
Lake City, Utah

noranda

Noranda Mining Inc.
Suite 220
986 Atherton Drive
Salt Lake City, Utah 84107

EXHIBIT "A" ATTACHED TO AND FORMING A PART OF THAT CERTAIN
AFFIDAVIT EXECUTED BY H. MCKAY EDWARDS DATED NOVEMBER 13, 1980

Park Ci
August
Page 2

August 20, 1982

Park City Consolidated Mines Company
1725 Beneficial Life Tower
36 South State Street
Salt Lake City, Utah 84111

acknowl
\$29,000
ments,
Noranda
to the

Re: Development Commitment Under December 15, 1980
Mineral Lease

original
will yo
return
receipt
payment

Gentlemen:

This letter when counter-signed by you will serve as written acknowledgement of the settlement agreement reached between Noranda Mining, Inc., a Delaware corporation and Park City Consolidated Mines Company, a Utah corporation, concerning Noranda's development commitment pursuant to the December 15, 1980 Mineral Lease between the parties.

Pursuant to paragraph 5 of that lease, Noranda agreed to perform or cause to be performed exploration and development work on the claims in a minimum amount of \$1,000,000 during the first three years of the lease. Paragraph 3(a) allowed Noranda, upon 90 days prior written notice, to surrender or terminate the lease and be relieved of all further obligations except for the obligations accruing prior to or by reason of the termination. Noranda has so terminated the lease.

agent f
the cor
cuting
pany ag
counter
tion by
of Dire

Paragraph 3(a) further provides, however, that Noranda's \$1,000,000 minimum development work obligation shall not be extinguished upon termination of the lease within the first three years, but that Noranda may at its option complete the unfinished portion of the commitment or pay to Park City Consolidated Mines Company a sum equal to the amount not spent. Noranda's records indicate that it expended \$892,000 on development work prior to termination of the lease.

In full consideration and release of all claims and obligations arising or imposed by paragraphs 5 and 3(a) discussed above, the parties have agreed that Noranda will pay to Park City Consolidated Mines Company the amount of \$50,000 upon Park City Consolidated Mines Company's acceptance and written

BLANK NO 11

EXHIBIT

EXHIBIT "A" CONTINUED
Park City Consolidated Mines Company
August 20, 1982
Page 2

acknowledgement of this letter agreement and pay an additional \$29,000 six months thereafter. In consideration of these payments, Park City Consolidated Mines Company agrees to release Noranda from any further development work obligations pursuant to the December 15th lease.

I have had this letter agreement produced in duplicate originals. If it accurately reflects our verbal agreement, will you please sign both copies, keep one for your files and return the other to Noranda. Upon your execution and our receipt of this letter, we will make the initial \$50,000 payment.

Very truly yours,

Richard J. Fiorini
Richard J. Fiorini
Vice President and General Manager *President*

I acknowledge receipt of the above letter agreement as agent for Park City Consolidated Mines Company and acknowledge the correctness of the representations made therein. By executing this acknowledgement, Park City Consolidated Mines Company agrees to the proposed settlement and I acknowledge that I counter-signed this letter agreement on behalf of said corporation by authority of its Bylaws or of a resolution of its Board of Directors.

PARK CITY CONSOLIDATED MINES COMPANY

By *Samuel D. Stettin*
ITS *President*

DATED this 27th day of August, 1982.

(Attached to
dated effective
Mines Co. to

1. T
S., R.4 E.,

Name of Cl

1. McKinle
2. Rooseve
3. Rooseve
4. McKinle
5. McKinle
6. McKinle
7. Park Cl
8. Park Cl
9. Park Cl
10. Gilt Ed
11. Galena
12. Park Cl
13. Silver
14. Last Cl
15. Mounta
16. Fred W
17. Fred W
18. Schuyl
19. Dieter
20. Rucker
21. Hanna
22. Hanna
23. Sommer
24. Dewee
25. Dewet
26. Dewet
27. Dewet
28. Kruger
29. Kruger
30. Kruger
31. Kruger

92

MINING CLAIMS DATED NOVEMBER 13, 1909

EXHIBIT "A"

(Attached to and made a part of Memorandum of Mineral Lease dated effective as of December 15, 1980 from Park City Consolidated Mines Co. to Noranda Mining, Inc.)

MINING CLAIMS

1. The following patented lode mining claims located in T.2 S., R.4 E., S.L.B. & M., Summit and/or Wasatch Counties, Utah:

Name of Claim	Survey No.	Recording Data (Book/Page/County)	Section(s)
1. McKinley #1	6645	137/218 (Wasatch)	15
2. Roosevelt	6645	M174/128 (Summit)	
3. Roosevelt #2	6645	137/214 (Wasatch)	14,15
4. McKinley #2	6645	137/214 (Wasatch)	14,15,22,23
		137/218 (Wasatch)	15,22
5. McKinley #3	6645	M174/128 (Summit)	
		137/218 (Wasatch)	22
6. McKinley #4	6645	M174/128 (Summit)	
		137/218 (Wasatch)	22
7. Park City Con#3	6867	M174/128 (Summit)	
		10/170 (Wasatch)	22
		F/436 (Summit)	
8. Park City Con#4	5887	10/170 (Wasatch)	22,23
9. Park City Con#22	6867	10/170 (Wasatch)	14,23
10. Gilt Edge	6867	10/170 (Wasatch)	14
11. Galena	6867	10/170 (Wasatch)	14
12. Park City Con#31	6867	10/170 (Wasatch)	14
13. Silver	6867	10/170 (Wasatch)	14
14. Last Chance	6867	10/170 (Wasatch)	14,15
15. Mountain Neef	6798	10/34 (Wasatch)	14
16. Fred Williams #1	5166	10/167 (Wasatch)	22,23
		F/422 (Summit)	
17. Fred Williams #2	5166	10/167 (Wasatch)	23
18. Schuyler	5166	10/167 (Wasatch)	22,23
19. Dieter	5166	10/167 (Wasatch)	23
20. Rucker #1	5166	10/167 (Wasatch)	22,23
		F/422 (Summit)	
21. Hanna Lode #1	5166	10/167 (Wasatch)	22,23
22. Hanna Lode #2	5166	10/167 (Wasatch)	23
23. Sommer	5166	10/167 (Wasatch)	23
24. Dewet #1	5161	8/463 (Wasatch)	23
25. Dewet #2	5161	8/459 (Wasatch)	23
26. Dewet #3	5161	8/459 (Wasatch)	23
27. Dewet #4	5161	8/459 (Wasatch)	23
28. Kruger #1	5161	8/463 (Wasatch)	23
29. Kruger #2	5161	8/463 (Wasatch)	23,24
30. Kruger #3	5161	8/459 (Wasatch)	23,24
31. Kruger #4	5161	8/459 (Wasatch)	14,23
		8/463 (Wasatch)	23,24

SUBJECT TO

(1) 4 E., it co claim

(2) and County City

2.

T.2 S., R

Name of C

- 1. P.C.F
- 2. McKin
- 3. Roose
- 4. Roos
- 5. Mt.
- 6. Mt.
- 7. Mt.
- 8. Mt.
- 9. Gap
- 10. Gap
- 11. Gap
- 12. Gap
- 13. Scha

SUBJECT

(1) lo tic

(2) un

3.

Antelop

E., S.L

particu

lode m

EXHIBIT "B" CONTINUED

SUBJECT TO:

(1) That portion of the W/2NE/4 of Section 22, T. 2 S., R. 4 E., S.L.B. & M. covered by Desert Entry No. 1500 insofar as it covers the Park City Consolidated #3 patented lode mining claim; and

(2) The Vertical Sideline Agreement dated October 1, 1954 and recorded in Book 25 at page 214 of the records of Wasatch County, Utah, by and between Daly Mining Company and Park City Consolidated Mines Co.

2. The following unpatented lode mining claims located in T.2 S., R.4 E., S.L.B. & M., Summit and/or Wasatch Counties, Utah:

Name of Claim	Date of Location	Recording Data (Book/Page/County)	UMC Number
1. P.C.F. #1	August 13, 1975	100/237 (Wasatch)	141301
2. McKinley	January 1, 1902	8/372 (Wasatch)	141302
		1/285 (Summit)	
3. Roosevelt #1	January 1, 1902	1/290 (Wasatch)	141307
4. Roosevelt #4	August 3, 1908	5/89 (Wasatch)	141308
5. Mt. Neef #2	September 17, 1912	6/50 (Wasatch)	141303
6. Mt. Neef #3	October 12, 1912	6/52 (Wasatch)	141304
7. Mt. Neef #4	August 10, 1913	6/83 (Wasatch)	141305
8. Mt. Neef #5	November 11, 1913	6/101 (Wasatch)	141306
9. Gap #1	June 9, 1929	8/78 (Wasatch)	141309
10. Gap #2	June 9, 1929	8/78 (Wasatch)	141310
11. Gap #3	June 9, 1929	8/78 (Wasatch)	141311
12. Gap #4	June 15, 1929	8/87 (Wasatch)	141312
13. Schaso	August 29, 1980	135/449 (Wasatch)	226292

SUBJECT TO:

(1) Any claim to the ground covered by the Schaso unpatented lode mining claim that may arise from the United Park Fraction #1 claim; and

(2) The reason for denial of a patent on the McKinley unpatented mining claim.

3. That portion of the patented mining claim known as the Antelope Claim, Survey No. 6741, which is located in T.2 S., R.4 E., S.L.B. & M., Summit and Wasatch Counties, Utah, and is more particularly described as follows:

Beginning at Corner No. 1, Survey No. 5168 Fred Williams No. 1 lode mining claim; and running thence North 30°46' West 341.7 feet

94

95

on lines 1-2 of said lode to its intersection with the East boundary of Lot 27, Section 22, in Township 2 South of Range 4 East of the Salt Lake Meridian; thence South 0°52' East 103.8 feet on said east boundary of Lot 27 to its intersection with a line bisecting the angle between lines 1-4 Survey No. 4570 Deer Valley East lode and lines 1-2 extended of Survey No. 5166 Fred Williams No. 1 lode; thence South 24°57' East 1371.3 feet on said bisecting line to its intersection with lines 2-1 Survey No. 6741 Antelope lode; thence North 59°18' East 189.4 feet on said lines 2-1 to its intersection with lines 1-2 Survey No. 5166 Hanna Lode No. 1 lode; thence North 30°42' West 112.8 feet on said lines 1-2, and on lines 1-2 Survey No. 5166 Rucker No. 1 lode to corner No. 1 Survey No. 5166 Fred Williams No. 1 lode the place of beginning.

(Attached
effective
Mines Co.

1.
following
S.L.B. & M.

The
erl.
Comp
perp
oper
the
Beg
Sect
and
and
5 ac
tunn
north
'hor
and
rail

2.
following
Section 1

- Name of C
1. Ontario
 2. St. Lo
 3. Mt. Nee
 4. Mt. Nee
 5. Mt. Nee

Recorded
at
by
Mail tax

of
CONVE
of
for the su
the follo
State of U

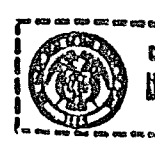
Th
ac
of

TOGETHER WITH AN
SUBJECT TO EASEM

WITNESS

Signed in the

STATE OF
COUNTY OF



My Commissi

8/

EXHIBIT "B"

(Attached to and made a part of Memorandum of Mineral Lease dated effective as of December 15, 1980 from Park City Consolidated Mines Co. to Noranda Mining, Inc.)

FISHER TUNNEL RIGHT
AND
ASSOCIATED MINING CLAIMS

1. All right, title and interest of Lessor in and to the following described land located in Section 13, T. 2 S., R. 4 E., S.L.B.&M., Wasatch County, Utah:

The Southeast quarter of said Section 13, lying Easterly of the right of way of the Union Pacific Railroad Company, as it pertains to the exclusive right to perpetually use, for the purpose of conducting mining operations only, a five acre tract of land situated in the SE $\frac{1}{4}$ and more particularly described as follows: Beginning at the corner stake common to corners of Sections 13 and 24, in Township 3 South, Range 4 East, and to corners of Sections 18 and 19, in said Township and Range; thence North 65° West 1530 feet to center of 5 acre tract, and probable portal-site of tentative tunnel. Said five acre tract of land will embrace the north slope of the gulley, or ravine, that bisects the 'horseshoe bend' of the Union Pacific Railroad tracks and will adjoin the tracks on the east side of the railroad.

2. All right, title and interest of Lessor in and to the following described unpatented lode mining claims located in Section 13, T. 2 S., R. 4 E., S.L.B.&M., Wasatch County, Utah:

<u>Name of Claim</u>	<u>Date of Location</u>	<u>Recorded (Book/Page)</u>	<u>UMC No.</u>
1. Ontario	August 19, 1980	135/450 (Wasatch)	224667
2. St. Louis	August 19, 1980	135/451 (Wasatch)	224668
3. Mt. Neef 6	September 3, 1980	135/447 (Wasatch)	226521
4. Mt. Neef 7	September 3, 1980	135/448 (Wasatch)	226522
5. Mt. Neef 8	September 3, 1980	135/500 (Wasatch)	226523

96

EXHIBIT C

DESIGN GUIDELINES
FOR
TELEMARK PARK RESORT

The Planning Commission recommendation contained a number of matters that, while not specific to density determination, will lessen the impact of the Development through careful design of improvements. The following design guidelines are adopted, and it is the intention of the County that substantially similar design guidelines be adopted by the Developer and incorporated in the Master Declaration of Covenants, Conditions and Restrictions for the project:

I. BUILDING CHARACTER AND SCALE.

Facade design shall display a finished appearance on all sides of the building.

Single Family Dwellings in Telemark Park Resort are usually restricted to 2 1/2 stories or less. Higher buildings must be stepped back or otherwise respond to pedestrian scale.

Upper Floor Design:

The design of the upper facade of buildings is important to the scale and texture of the Villages. The building faces are envisioned as a rich collection of varied yet harmonious facades, adding interest, scale and rhythm to the Village.

Facade elements must reflect "Village scale":

Building facades must include architectural features including bay windows, balconies, dormers and facade detailing as textural elements which strengthen the scale and resort images.

Building facades shall give a substantial appearance, and openings shall display a "punched" appearance. Curtain

walls or facades incorporating long horizontal strip windows are not permitted.

Every living unit shall have a spot to catch the sun.

Decks, balconies, and porches are strongly encouraged as they provide sunny usable outdoor space and add life and interest to the street.

Little Baldy Village and St. Louis Village:

The buildings shall be stepped, angled, and articulated as to mitigate the visual impact and to minimize blocking of sunlight in the plazas and to each unit.

II. BUILDING BULK CRITERIA.

To the extent possible, buildings in the Development should conform to the following criteria in order to attain architectural forms visually related to the shapes of the mountains and to achieve strong architectural ties to the landscape:

Buildings shall step from level to level as possible.

Unbroken vertical elevations shall be avoided; and

Elevations designed to emphasize horizontal lines by use of stepped levels and/or balconies and decks are encouraged.

III. OUTDOOR ACTIVITIES.

Outdoor activity areas are vital to the atmosphere of the project and should be created. The site plans for each development parcel should consider, where appropriate, the provision of outdoor activity areas accommodating a range of ages and activity levels, and in commercial areas, the provision of seating areas and restaurants overlooking pedestrian areas.

IV. SOLAR ACCESS.

Insofar as practical, all buildings shall be oriented and designed to maximize solar access for passive and active solar systems. Insofar as possible, interior and exterior living spaces shall have optimum relationships to views and year-round sunlight. Site specific plans should:

Preserve sunlight on neighboring outdoor or indoor spaces (i.e. restaurants). Late afternoon sun is most important for outdoor use/activities.

Design the building volumetric to create sheltered sunny pockets in public spaces and neighboring properties in order to encourage winter use.

A solar shading diagram must be provided for all multi-use and attached multi-family developments in Telemark Park Resort.

V. SNOW MANAGEMENT.

The effects of snow and ice build-up, if improperly handled, can be destructive to buildings, pose risks to pedestrians and vehicles, and impose high on-going snow removal and maintenance costs. The heavy snows and extreme freeze/thaw cycle of Telemark Park Resort combine to make snow management an important design consideration. Designers not thoroughly familiar with snow country design should retain a consultant early in the design process. The design for each development site should consider the following:

A snow management plan shall be submitted with preliminary plans for all multifamily commercial and recreation parcels.

Snow management is the responsibility of each site developer

The basic building form must be conducive to snow management. Snow management shall be considered from the earliest building concepts through to the detailing and working drawings.

Snow and drainage from roofs may not be dumped onto adjoining streets or properties.

Snow accumulation shall be managed on an ongoing basis.

Snow must be positively shed or positively retained. The developer may use snow diverters, snow retainers, or vary roof pitch and roof materials for snow retention. Snow diverters or snow retainers must be designed as an integral part of the roofscape.

Entrances and pedestrian routes must be fully protected from snow sheds and icicles. Shedding snow must be deflected from pedestrian areas by dormers, angled roofs, canopies or other means.

All handicapped/elderly access to public buildings must be covered or heat traced. De-icing salts are prohibited due to the damage caused to structures.

Snow dump areas must not be accessible to pedestrians.

A snow management plan must be provided for service areas and garage entries.

Access to vehicle service bays shall be protected from shed snow, and shall be functional in harsh winter conditions, and snow and ice accumulation.

Sufficient vertical clearance shall be provided for vehicles, taking into account the effects of ice and snow build-up.

Pedestrian or vehicular entry-ways shall be protected from shedding snow.

Service areas and entry ramps should be covered or heat-traced wherever possible.

Building projections shall be durable.

Roofs dumping snow onto a series of lower roofs or onto a lower roof from great height must be prohibited because shedding snow can cause extreme snow loads or impact loads respectively.

Balconies shall not be planned such that they are subject to dangerous amounts of shedding snow.

VI. ROOF DETAIL AND DESIGN.

Roof design and detail is important not only to the preservation of architectural standards within the development, but also for safety considerations in snow management, and minimizing maintenance demands. Roofscapes are an important design element which are viewed from pedestrian level, and the ski slopes above Villages, from Highway 40 and from Village approaches. The skyline shall be a unified composition of sloping roofs in a limited variety of materials and colors. The following roof design standards shall be incorporated into the Architectural Standards of the Master Association CC&Rs:

Snow splitters must be substantial, and fitted to all projections on sloped roofs which are not located close to the roof ridge (eg. chimneys, vents, skylights, etc.).

Generally, conventional eaves troughs or built-in eaves troughs should be avoided as they are subject to damage from snowshed.

Roof design shall conform to the snow management plan.

Roof design shall consider the effect of slope, materials, construction, projections and slope/flat roof distribution on snow shedding characteristics.

Roofs shall be designed to withstand the extreme freeze/thaw cycle at Telemark Park Resort and its impact on snow shed, snow retention, roof drip, icicle management, ice dams, and water infiltration.

Sloped roofs shed accumulated snow in avalanche fashion and can be dangerous to pedestrians below. The design of roofs and pedestrian areas below them shall conform to Snow Management as discussed in Section IV.J.

Roof form shall be modulated.

Roof form shall be broken up with the use of dormers, or other architectural features. The ridgeline should not be continuous but should be varied in height or broken with chimneys, cupolas, towers or other features.

Major roof slopes in Telemark Park Resort shall be between 3:12 and 8:12. In general, architectural guidelines shall encourage low angled roofs.

Large areas of flat roofs are not acceptable. A composition of sloped roofs is required in each project with small areas of flat roofs acceptable in multi-family-commercial areas.

Mansard roofs are not acceptable.

Roofs of connected and adjacent buildings must be fully coordinated.

Consider coordination with adjoining eaves, peaks, gables and slopes. Exposed party walls are not acceptable.

Consider the color of neighboring roofs to create a complementary roof palette: avoid selecting strongly contrasting colors.

Flat roof design:

All flat roofs shall incorporate a colored roof membrane or special roof aggregate consistent with the building color scheme.

Roof materials:

Cedar shake, cedar shingles and metal roofs shall be selected so as to be functional and durable considering the effects of climate and snow. Asphalt shingles have been prohibited by the developer.

The color of roof materials must be generally neutral or muted in order to blend with or enhance the colors of the natural landscape. Brightly colored roofs will not be considered with the exception of major public use buildings or selected landmarks.

All roof flashing materials shall be pre-pre-finished metal to match roof color.

All chimneys shall be enclosed in a material identical or similar to the building cladding or finished with stone or other approved architectural treatment.

Thin wood trim sections are prohibited. Wood trim sections and eave lines should have substantial appearance.

Roof mounted equipment must be concealed

Satellite dishes, and mechanical equipment must be planned as part of the roof so they are concealed from all pedestrian viewpoints and any overlooking development.

Venting stacks, flues and other similar projections should be concealed or integrated within the roof form and color.

Horizontal Relief: Eave lines, a major cornice/trim line, or other significant horizontal relief shall be located below the third story to bring the building face down to a pedestrian scale.

VI. PARKING DESIGN CONSIDERATIONS

(1) Service access and circulation:

Truck access, utilities, storage, and garbage must be considered in the design.

Service bays and loading docks must be unobtrusive.

Both interior and exterior service bays shall be provided with permanent visual screening.

Adequate space for garbage storage and recycling must be provided and must meet the requirements of the Wasatch County Solid Waste Disposal Special Service District. Garbage storage must be enclosed.

Garbage storage and containers must be enclosed and away from public view. Containers must be easily accessible to garbage trucks. Enclosures must conform to design guidelines. Adequate ventilation must be provided (exhaust to roof).

Service bay design must be durable. Wear and tear on these areas must be considered.

In order to allow winter garbage pick-up, design service bay entries to prevent ice and snow build-up, or steep grades at loading areas.

Telemark Park Resort has a strong pedestrian orientation and the design of buildings shall minimize the conflicts between vehicle and pedestrian circulation.

Parking entrances to underground parking must be well signed yet unobtrusive.

Landscaping, appropriate materials and signage shall be used to make parking entries less conspicuous and more attractive.

(2) Surface Parking Design.

The layout of the roads and parking areas shall incorporate site design features to maximize the efficient use of snow removal equipment.

Provide adequate areas for snow storage and drainage. These may be combined with islands of planting to break up large areas of paving.

Screen surface parking areas by a combination of walls, fences, landscaping and berms at least 4 feet in height.

Consider providing separate pedestrian circulation routes within parking areas.

Provide separate parking areas for buses and large recreational vehicles.

(3) Underground Parking Design.

Underground parking facilities must be designed to anticipate use by over-height vehicles, such as vans with ski racks on the roof.

Driveway slopes must anticipate snow and icing conditions, and provide reliable ramping and good visual interface with pedestrian areas and street intersections.

SEE RUC

CP 201