

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

WHEN RECORDED RETURN TO:

David M. Luber  
Deer Crest Associates I, L.C.  
P.O. Box 8888  
Park City, UT 84060

**COVENANTS AND AGREEMENTS**

**DEER CREST PROJECT**

**(37 Lots—Deer Crest Estates Subdivision—Phase 2,  
15 Lots—Snowtop Subdivision and  
5 Lots—Deer Hollow Village Subdivision)**

00209788 Blk 00408 Pg 00497-00505  
WASATCH CO RECORDER-ELIZABETH M PARCELL  
1998 DEC 23 15:24 PM FEE \$83.00 BY MHH  
REQUEST: COALITION TITLE

These COVENANTS AND AGREEMENTS are entered into this \_\_\_ day of December, 1998 between DEER CREST ASSOCIATES I, L.C. ("DCA") and WASATCH COUNTY (the "County").

A. DCA is the developer of the Deer Crest Project ("Deer Crest Project") located in part in Wasatch County, Utah. The Deer Crest Project has been approved by Wasatch County pursuant to that certain First Amended Findings and Order on Density Determination dated as of August 5, 1996 and recorded in the official records of the Wasatch County Recorder as Entry Number 188648 in Book 328 at Page 684 (the "Amended Density Determination"). DCA previously platted the first 89 single family lots of the Deer Crest Project and in connection therewith entered into a certain agreement with the County entitled "Covenants and Agreements Deer Crest Project (89 Lots—Deer Crest Estates Subdivision—Phase I)" (the "Original Covenants and Agreements"). The Original Covenants and Agreements were recorded on November 3, 1997 in the office of the Wasatch County Recorder as Entry Number 198240 in Book 363 at Page 689-694.

B. DCA has received final approval for the platting of the remaining 57 single family lots of the Deer Crest Project, and in connection with the recordation of the final plats for the remaining lots (the "Plats"), has submitted improvement plans sufficient for engineering cost estimates and improvement bonding purposes, but not including final detailed construction drawings, specifications and calculations for (a) detention, storage and conveyance facilities for storm water and water quality, and (b) streets, water system and sewer system facilities and utilities.

C. DCA has agreed to record an agreement assuring that the submission and approval of the final detailed construction drawings, specifications and calculations for the streets, the water and sewer system facilities, utilities and storm water facilities, which has not occurred prior to the recordation of the Plat, will be complied with as a precondition to the issuance of construction permits for the work covered by those detailed construction drawings,

specifications and calculations that have not yet been approved and as a precondition to the issuance of certificates of occupancy for any homes on the Plats.

**THE PARTIES AGREE AS FOLLOWS:**

1. Covenants and Agreements. DCA hereby covenants and agrees to submit the following final drawings, specifications and calculations within ninety (90) days after the recordation of the Plats:

- a. Final detailed calculations and construction drawings and specifications for catch basins, drainage channels, culverts, detention ponds and related facilities for storm water and water quality designed in accordance with Wasatch County standards and submitted to the County for review and approval. The County has generally approved for adequacy the locations of these facilities. The County has also established an amount for the bonding of the completion of all storm water and water quality related facilities and the completion of such work has been bonded for by DCA.
- b. Final detailed design calculations and construction drawings and specifications for STREETS—curb, gutter, pavement, guard rails, walls and related structures; WATER SYSTEM—culinary, irrigation, fire flow and snow-making water systems; SEWER SYSTEM—sewer lines, manholes, laterals; and UTILITIES—power, natural gas, telephone, etc. designed in accordance with Wasatch County standards and submitted to the County for review and approval. The County has generally approved for adequacy the locations of these facilities. The County has also established an amount for the bonding of the completion of all street, water system, sewer system, utilities, and related facilities and the completion of such work has been bonded for by DCA.

These Covenants and Agreements shall be recorded against Lots 55-58 and 94-125 and 146 of the Deer Crest Estates Subdivision—Phase 2, Lots 131-145 of the Snowtop Subdivision and Lots 126-130 of the Deer Hollow Village Subdivision in accordance with the Plats recorded in the official records of the Wasatch County Recorder.

2. Scope and Timing of County Review. The review and approval of final construction drawings, specifications and calculations for items listed in 1 a. and 1 b. above shall comply with Wasatch County standards. The County's review shall be conducted in a timely manner. DCA shall be provided with reasonable notice of any deficiencies in the submitted drawings, specifications and calculations and shall be given a reasonable opportunity to correct or revise any deficient drawings, specifications or calculations.

3. Issuance of Permits for Construction of Facilities. Permits for the construction of the facilities or structures identified in paragraph 1 a. or 1 b. shall not be issued until approval of the applicable final construction drawings, specifications and calculations.

4. Issuance of Certificates of Occupancy for Homes. The submission of the required final construction drawings, specifications and calculations identified in paragraph 1 and the approval of those final construction drawings, specifications and calculations by the County shall be a condition precedent to the issuance of certificates of occupancy for homes on any lots within a subdivision covered by one of the Plats.

5. Approval of Drawings, Specifications and Calculations. Upon approval of any of the final construction drawings, specifications and calculations identified in paragraph 1 a. or 1 b., the County agrees to execute and record a notice indicating the County's approval of the drawings, specifications and calculations in question and terminating this Agreement with respect to any such approved drawings, specifications and calculations in such form as may reasonably be required by DCA.

6. Dispute Resolution. Any disputes that arise between DCA and the County with respect to the adequacy of any final drawings, specifications and calculations shall be submitted by the parties to mediation and then to arbitration in accordance with the mediation and arbitration procedures of the United States District Court for the District of Utah. Either party may initiate mediation or arbitration by giving written notice to the other party. The parties shall use reasonable efforts to identify and agree upon a qualified, independent mediator or arbitrator within 15 days after the date of any such notice. For purposes of this Agreement, a qualified, independent mediator or arbitrator shall be deemed to be a civil or structural engineer with not less than 10 years professional experience in designing structures of the type that are the subject of the dispute.

7. Notices. All notices and other communications provided for in this Agreement shall be in writing and shall be sufficient for all purposes if (i) sent by fax to the fax number set forth below or at such other number as the respective party may designate by notice as provided herein, and concurrently sent by 1st class U.S. mail, (ii) personally delivered, or (iii) sent by certified or registered U.S. mail, return receipt requested, postage prepaid, and addressed to the respective party at the fax number and address set forth below or at such other address as such party may hereafter designate by written notice to the other parties as herein provided.

To DCA:

Deer Crest Associates I, L.C.  
c/o LCC Properties Group, L.C.  
136 Heber Avenue, Suite 308  
P.O. Box 8888  
Park City, UT 84060  
Fax: (435) 655-8120

00209788 BK 00408 Pg 00499

To Wasatch County: Wasatch County  
25 North Main Street  
Heber City, UT 84032  
Attn: County Planner  
Fax: (435) 654-5116

If personally delivered, notices and other communications under this Agreement shall be deemed to have been given and received and shall be effective when personally delivered. If sent by fax and mail in the form specified in this section, notices and other communications under this Agreement shall be deemed to have been given and received and shall be effective when faxed and deposited in the U.S. mail, whichever shall last occur.

8. Costs. Except with respect to the County's costs of review of drawings and calculations, which shall be paid by DCA, each party shall pay its own costs and expenses incurred in preparation and execution of and performance under this Agreement.

9. Entire Agreement. This Agreement (including the exhibits attached hereto) constitutes the entire agreement between the parties hereto relative to the subject matter hereof. This Agreement may not be amended or modified except in writing executed by all of the parties hereto.

10. Interpretation. This Agreement shall be governed by and construed in accordance with the internal laws of the State of Utah. This Agreement shall bind and inure to the benefit of the parties hereto and their respective successors and assigns.

11. Counterparts and Facsimile Signatures. This Agreement may be executed in any number of counterparts, each of which when executed and delivered shall be deemed to be an original, binding between the executing parties, and all of which shall together constitute one and the same instrument. Original, facsimile or power of attorney signatures shall be binding upon the executing party.

12. No Waiver. Acceptance by either party of any performance less than required hereby shall not be deemed to be a waiver of the rights of such party to enforce all of the terms and conditions hereof. Except as otherwise expressly provided herein, no waiver of any such right hereunder shall be binding unless reduced to writing and signed by the party to be charged therewith.

13. Covenants Run With the Land. Each right and obligation in this Agreement (whether affirmative or negative in nature) (a) shall constitute a covenant running with the land; (b) shall bind every person having any fee, leasehold or other interest in any portion of the property described herein; and (c) shall be binding upon any person whose title is acquired by voluntary conveyance, judicial foreclosure, trustee's sale, deed in lieu of foreclosure or otherwise.

14. Public Benefit. Nothing contained in this Agreement shall be deemed a gift or dedication of any portion of the property to the general public on an unlimited basis or for the public or for any public purpose.

15. Attorneys' Fees. In the event of any legal, equitable or administrative action or proceeding brought by any party against any other party under this Agreement, the prevailing party shall be entitled to recover the reasonable fees of its attorneys, and any costs incurred in such action or proceeding including costs of appeal, if any, in such amount as the court or administrative body having jurisdiction may award.

IN WITNESS WHEREOF, the parties hereto have executed these Covenants and Agreements as of the ~~day and year~~ first above written.

County:

WASATCH COUNTY

Attest:

*Brent R. Tillman*

By:

Its:

*T. L. Ren Provoost*  
County Commissioner

STATE OF

Ut

)

:SS.

COUNTY OF

Wasatch

)

The foregoing instrument was acknowledged before me on the 28<sup>th</sup> day of December, 1998, by T. L. Ren Provoost as County Commissioner of Wasatch County.



Notary Public  
**KAROLYN KIRKHAM**  
1600 South 3600 East  
Heber City, Utah 84032  
My Commission Expires  
March 28, 2001  
State of Utah

*Karolyn Kirkham*  
Notary Public

Residing at

Heber, Ut

My Commission Expires:

3-29-2001

00209788 BK 00408 Pg 00501

DCA:

DEER CREST ASSOCIATES I, L.C.

By LCC Properties Group, L.C., Managing Member

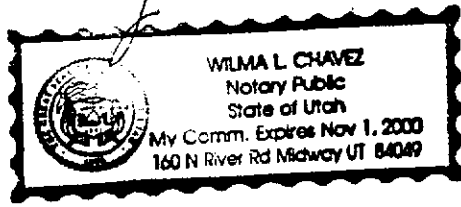
By: *[Signature]*  
David M. Luber, Managing Member

STATE OF UTAH )  
COUNTY OF Wasatch )  
:SS

The foregoing instrument was acknowledged before me on the 17th day of December, 1998, by David M. Luber, Managing Member of LCC Properties Group, L.C., the managing member of Deer Crest Associates I, L.C.

*Wilma L. Chavez*  
Notary Public  
Residing at Midway, Utah

My Commission Expires: November 1, 2000



00209788 Bk 00408 Fs 00502

00209788 Blk 00408 Pg 00503

DEER CREST ESTATES PHASE 2 DESCRIPTION

Beginning at a point which is North 89°19'56" West along the Section line 650.56 feet and North 160.75 feet from the Northeast Corner of Section 23, Township 2 South, Range 4 East, Salt Lake Base and Meridian; (Basis of bearing being North 89°19'56" West 5246.36' feet between said Northeast Corner and the Northwest Corner of said Section 23); thence North 20°57'16" West 189.32 feet; thence South 64°47'01" West 127.27 feet; thence South 00°09'19" West 352.16 feet; thence South 42°19'29" East 573.69 feet; thence South 21°45'53" West 212.76 feet; thence North 73°23'29" West 99.29 feet; thence South 58°24'43" West 172.47 feet; thence South 13°18'07" West 60.00 feet; thence South 01°15'49" West 760.49 feet; thence South 80°20'00" West 736.74 feet; thence South 58°42'51" West 212.30 feet; thence North 77°57'08" West 239.77 feet; thence South 52°54'54" West 108.00 feet to a point of curvature of a 75.00 foot radius curve to the right, the center of which bears North 31°52'10" East; thence along said curve 34.77 feet through a central angle of 26°33'49"; thence North 31°34'02" West 14.63 feet; thence South 58°25'58" West 50.00 feet; thence North 31°34'02" West 30.26 feet; thence South 58°25'58" West 265.71 feet; thence North 48°20'21" West 214.86 feet; thence South 85°53'00" West 63.64 feet to the East line of Deer Crest Estates Subdivision Phase I; thence along said East line the following eight (8) courses: thence 1) North 02°01'58" East 971.51 feet; thence 2) South 87°22'42" East 170.69 feet; thence 3) North 58°20'23" East 22.83 feet; thence 4) North 31°39'37" West 109.78 feet; thence 5) North 53°23'46" East 226.05 feet; thence 6) North 03°35'53" East 189.33 feet; thence 7) North 12°58'31" East 466.63 feet; thence 8) North 22°53'39" West 536.81 feet; thence North 12°29'17" East 200.13 feet; thence South 77°30'43" East 550.93 feet; thence North 05°26'43" West 28.39 feet; thence North 84°38'40" East 1386.01 feet to the West line of Highway U.S. 40, said point being North 84°38'40" East 2.76 feet from a mining claim witness corner brass cap; thence South 18°45'45" East along said West line 493.82 feet; thence South 05°26'45" East 119.49 feet; thence South 84°40'19" West 468.52 feet to the POINT OF BEGINNING.

Contains 96.38 acres more or less.  
Together with all ingress/egress and utility easements as depicted or described hereon.

503

00209788 Bk 00408 Pg 00504

SNOWTOP SUBDIVISION LEGAL DESCRIPTION

A parcel of land located in the West Half of Section 14 and the East Half of Section 15, Township 2 South, Range 4 East, Salt Lake Base and Meridian, more particularly described as follows:

Beginning at a point on the Summit-Wasatch County Line, said point located South 00°13'07" East, 173.81 feet along the East line of said Section 15 and East 92.71 feet from the East Quarter Corner of said Section 15, (Basis of Bearing being South 00°13'07" East between said Quarter Corner and the Southeast Corner of said Section 15): and running thence the following four (4) courses along the Summit-Wasatch County Line; 1) North 73°02'55" East, 812.81 feet; thence 2) North 73°11'51" East, 485.08 feet; thence 3) South 85°09'01" East, 382.13 feet; thence 4) South 43°00'37" East, 488.15 feet; thence along the East line of the Queen Ester No. 3 mining claim (MS 6979) South 18°31'58" West, 333.29 feet; thence along the West line of the Mountain Neef No. 5 mining claim (MS 6798) South 05°39'38" East, 143.50 feet; thence West, 1078.91 feet; thence South 39°16'30" West, 250.51 feet; thence North 81°54'49" West, 434.38 feet; thence South 72°55'47" West, 359.21 feet; thence North 85°42'00" West 458.03 feet; thence the following three (3) courses along said Summit-Wasatch County line; thence 1) North 17°33'57" East 370.98 feet; thence 2) North 55°24'54" East 454.52 feet; thence 3) North 61°48'14" East 133.55 feet to the POINT OF BEGINNING.

Containing 1,720,911 sq.ft. or 39.51 acres more or less.



00209788 Blk 00408 Pg 00505

DEER HOLLOW SUBDIVISION LEGAL DESCRIPTION

A parcel of land located in the West Half of Section 14 and the East Half of Section 15, township 2 South, Range 4 East, Salt Lake Base and Meridian, more particularly described as follows:

Beginning at the Southeast Corner of the McKinley Mining Claim (MS 6645), said point is located North 00°13'07" West 1112.98 feet along the Section Line and North 85°42'00" West 162.50' feet from the Southwest Corner of Section 14, Township 2 South, Range 4 East, Salt Lake Base and Meridian (Basis of Bearing being South 89°19'56" West 5246.36 feet between said Southwest Corner and the Southeast Corner of said Section 14); and running thence along the East line of said McKinley Mining Claim North 04°18'00" East 600.00 feet; thence South 85°42'00" East 57.79 feet; thence North 72°55'47" East 359.21 feet; thence South 81°54'49" East 110.17 feet to the Northerly Corner of the BLM Exception Parcel; thence along the Westerly line of said BLM Parcel South 18°45'09" West 127.66 feet; thence South 18°45'09" West 22.41 feet; thence South 68°20'38" East 41.23 feet; thence South 05°08'17" East 224.04 feet; thence North 84°51'43" East 15.85 feet; thence South 08°00'00" East 355.75 feet to the North line of the Roosevelt No. 1 Mining Claim (MS 6645); thence along said North line North 85°42'00" West 632.30 feet to the POINT OF BEGINNING.  
Together with all ingress/egress and utility easements as depicted or described hereon. Containing 370,679 sq. ft. or 8.51 acres of land more or less.