

TUHAYE
DEVELOPMENT AGREEMENT

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This DEVELOPMENT AGREEMENT (the "Agreement") is entered into as of this 15th day of May, 2003, by and between Tuhaye LLC, a Utah limited liability company (hereinafter called "Developer"), and Wasatch County, a political subdivision of the State of Utah (hereinafter called the "County"). Developer and the County are hereinafter referred to individually as a "Party" and collectively as the "Parties." This Agreement supersedes and replaces any previous agreements entered into or representations made by and between Developer and the County involving the Property (defined below).

RECITALS

- A. The County, acting pursuant to its authority under Utah Code Ann. Section 17-27-101, et seq., and Section 17-53-223, as amended, and in furtherance of its land use policies, goals, objectives, ordinances, and regulations, in the exercise of its legislative discretion, has elected to approve and enter into this Agreement.
- B. Developer has a legal interest in certain real property consisting of approximately 1249.67 acres located in the unincorporated portion of the County, as described in Exhibit A attached hereto.
- C. Developer has requested approval to develop the real property described in Exhibit A as a Master Planned Development consisting of up to 900 Equivalent Residential Units or lots (hereinafter referred to as "ERUs"), together with other uses, as more particularly described in Section 2 of this Agreement. This development is commonly known as Tuhaye LLC and is more particularly described in a Plat to be filed with the Wasatch County Recorder, which Plat is incorporated by reference herein. Developer and the County acknowledge and understand that all future phases will have changes, but will be consistent with the concept of the Master Plan with the approved Equivalent Residential Units while maintaining the primary characteristics as approved to by the County.
- D. The County desires to enter into this Agreement because the Agreement establishes planning principles, standards, and procedures to: (1) eliminate uncertainty in planning and guide the orderly development of the Property consistent with the County General Plan, the County Development Code, and the conditions imposed by the Planning Commission and County Legislative Body; (2) mitigate significant environmental impacts; (3) ensure installation of necessary on-site and off-site public improvements; (4) provide for the

preservation of substantial permanent open space; (5) make provision for trail facilities; (6) provide for the timely payment of all fees and charges, including impact fees in the amounts set forth herein; (7) ensure that public services appropriate to the development of the Property are provided; (8) provide affordable housing; (9) provide for the maintenance of facilities, trails and open space within the development during construction and after completion; and (10) otherwise achieve the goals and purposes of the County and Developer.

- E. Developer desires to enter into this Agreement to ensure that Developer may proceed with the Project in accordance with the "Applicable Law" (defined below), for Master Plan Approval for entire project and Phase I final site plan approval.
- F. The County has undertaken review and planning actions relating to the development of the Property and the Project. These actions are set forth in the official record of the County Planning Commission and the County Legislative Body. A condition of final approval of the Project is that Developer enter into and abide by the terms of this Agreement. The terms of this Agreement apply to the Project, and to any and all phases or plats therein. These various review and planning actions are collectively referred to herein as the "Current Approvals."
- G. On October 28, 2002, following a duly noticed public hearing, the County Legislative Body granted final approval to Developer, subject to Developer entering into this Agreement.
- H. By developing the Project in accordance with this Agreement, the Project shall be in compliance with the Wasatch County General Plan and all development ordinances, resolutions, rules, regulations, policies, standards, and directives of the County.
- I. Each Party acknowledges that it is entering into this Agreement voluntarily.

NOW, THEREFORE, in consideration of the mutual promises, covenants, and provisions set forth herein, the receipt and adequacy of which are hereby acknowledged, the Parties agree as follows:

AGREEMENT

Section 1. EFFECTIVE DATE AND TERM

1.1 Effective Date.

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This Agreement shall become effective on the date it is executed by Developer and the County (the "Effective Date"). The Effective Date shall be inserted in the introductory paragraph preceding the Recitals.

1.2 Term.

The term of this Agreement (the "Term") shall commence upon the Effective Date and continue for an initial period of twenty-five (25) years. Thereafter, the County may terminate this Agreement at any time by giving written notice to the Developer or an Order to Show Cause why it should not do so after ninety (90) days. Thereafter, Developer then bears the burden of showing that substantial progress has been made toward full development, or this Agreement may be terminated. Assuming the Developer meets this burden to the satisfaction of the County Council, this Agreement shall be extended for an additional five (5) year period. Unless otherwise agreed between the County and Developer, Developer's vested interest(s) and right(s) contained in this Agreement expire at the end of the Term, or upon termination of this Agreement.

Upon termination of this Agreement, for any reason, the obligations of the Parties to each other hereunder shall terminate, but none of the licenses, building permits, or certificates of occupancy granted prior to expiration of the Term or termination of this Agreement shall be rescinded or limited in any manner.

Section 2. DEFINITIONS

Any term or phrase used in this Agreement that has its first letter capitalized shall have that meaning given to it in this section.

"Applicable Law" shall have that meaning set forth in Section 4.2 of this Agreement.

"Approval Date" shall mean the date set forth in Recital G of this Agreement.

"Changes in the Law" shall have that meaning set forth in Section 4.2 of this Agreement.

"Conditions to Current Approvals" shall have the meaning set forth in Section 3.1(b) of this Agreement.

"County" shall mean Wasatch County and shall include, unless otherwise provided, any and all of the County's agencies, departments, officials, employees or agents.

"County General Plan" or "General Plan" shall mean the General Plan of Wasatch County, adopted December 10, 2001.

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"Current Approvals" shall have the meaning set forth in Recital F of this Agreement.

"Developer" shall have that meaning set forth in the preamble, and shall include Developer's successors in interest and assigns.

"Director" shall mean the Director of the Wasatch County Planning Department, or his or her designee.

"Effective Date" shall have that meaning set forth in Section 1.1 of this Agreement.

"Golf Course Owner" means the Developer or any subsequent owner of the private golf club course with related amenities to be constructed on and operated from a portion of the Property.

"Home Owners' Association" means the Tuhaye Home Owners' Association, a non-profit corporation formed in accordance with the state and federal law and authorized to impose fees sufficient to perform the maintenance obligations transferred to it by Developer.

"Planning Commission" shall mean the Wasatch County Planning Commission.

"Plat" shall mean fully executed plat for Phase I as approved by the County Commission in form on October 28, 2002.

"Project" shall mean the Property and the development on the Property which is the subject of this Agreement, including all phases or plats regularly approved by the County and any ancillary and additional improvements or endeavors incident to the development of the Project.

"Master Plan" shall mean the plan approved by the County Commission on October 28, 2002 along with final approval for Phase I.

"Property" shall mean the parcel or parcels of land which are the subject of this Agreement and which are more particularly described in Exhibit A.

Section 3. OBLIGATIONS OF DEVELOPER AND THE COUNTY

3.1 Obligations of Developer.

(a) **Generally.** The Parties acknowledge and agree that the County's agreement to perform and abide by the covenants and obligations of the County set forth herein is material consideration for Developer's agreement to perform and abide by the covenants and obligations of Developer set forth herein.

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(b) Conditions to Current Approvals. Developer shall comply with all of the following Conditions to Current Approvals:

- (1) ***Compliance With Conditions Imposed By County:*** Developer agrees to comply with any and all conditions imposed by the Planning Commission and the County Legislative Body during the permitting and approval process as set forth in the official minutes of the County Planning Commission and County Legislative Body.
- (2) ***Payment of Administrative Fees:*** Developer agrees to pay all generally applicable Wasatch County fees as a condition of developing the Property and Project.
- (3) ***Payment of Impact Fees:*** Wasatch County has enacted an impact fee ordinance. Subject to adjustments approved by the Director and/or the County Legislative Body, Developer agrees to pay the Wasatch County impact fees due and payable in connection with any structure built by Developer, or Developer's agent, employee, contractor, or subcontractor.
- (4) ***Affordable Housing:*** To comply with the County Affordable Housing Ordinance, Developer will enter into and agree to be bound by a separate Affordable Housing Agreement, dated as of the Effective Date of this Agreement and recorded in the office of the Wasatch County Recorder. The Affordable Housing Agreement shall be entered into within 60 days of the Effective Date of this Agreement and shall be in a form substantially similar to that attached hereto as Exhibit B.
- (5) ***Special Service District Fees, and Charges:*** The following services will be provided to the Project by special service districts, each of which has issued to Developer a "will serve" letter, copies of which are attached hereto as Exhibit C and incorporated by reference herein:

| Service | Entity Providing Service |
|------------------|---|
| Culinary Water | Jordanelle Special Service District |
| Irrigation Water | Jordanelle Special Service District |
| Trash Removal | Wasatch County Solid Waste Special Service District |
| Sanitary Sewer | Jordanelle Special Service District |
| Fire Protection | Wasatch County Fire Protection Special Service District |

Developer agrees to pay any and all fees imposed by the above Districts in connection with development of the Project, including (but not limited to) fees for plan check and engineering review.

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Developer further agrees to enter into an Agreement with the Jordanelle Special Service District detailing Developer's obligations in relation to water system and sewer system construction and dedication. This Agreement shall be executed by the parties and shall be, when executed, incorporated by reference herein as Exhibit D.

- (6) **Construction of Project Improvements:** Unless otherwise provided in this Agreement, all infrastructure intended for common use and located within the boundaries of the Project (or Phase of the project being approved), including but not limited to sewer lines, water lines, roads, electricity, gas, telephone, detention basins, curb and gutter, and open space shall be completed and accepted by the County in writing prior to the issuance of any residential building permit within the Phase of the Project then under development or previously developed. However, building permits for golf courses and common amenities such as a sales office, gate houses, signage, club houses and commercial buildings may be permitted with the approval of the Building and Engineering Department, at the Department's sole discretion after prior review by the Director.
- (7) **Phasing:** Unless otherwise stated herein, Developer may in his or her discretion develop the Project in phases. In developing each phase, Developer shall ensure the logical extension of the project improvements and infrastructure through each phase and throughout the Project, all in conformance with the requirements of this Agreement, the Applicable Law, and the requirements imposed by the County Planning Commission and County Legislative Body.
- (8) **Construction and Maintenance of Recreational Facilities:** Developer shall construct certain recreational facilities in conjunction with the Project in accordance with the following schedule:

| Recreational Facility | Date of Substantial Completion |
|--|---|
| Trails for Phase I in accordance with a letter dated October 23, 2002 from the Trails Planner to the Director and shall be included herein as Exhibit <u>F</u> | Completed at the same time as project improvements within each phase prior to the issuance of residential building permits in that phase. |
| Golf Course | October 2004 |
| Community Center and General Store | October 2006 |
| Golf House Complex | 40 months from the sale of the 100 th golf membership to an |

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| | |
|--|---|
| | owner of a residential lot |
| Par 3 Golf Course/Recreational Amenity | To be paid for by Developer but built as and when request by the Owners Association |

Developer shall maintain the above-described recreation facilities in all respects. These obligations may be transferred to the Home Owner's Association and/or Golf Course Owner, however, in the event of the failure of the Golf Course Owner to maintain property, it shall revert back to the Home Owner's Association. Maintenance provided by Developer or the Home Owners' Association and/or Golf Course Owner shall meet or exceed a standard of reasonableness and safety as established by the County. In the event Developer or the Home Owners' Association and/or Golf Course Owner fails to maintain the recreational facilities, the County may (but is not obligated to) maintain them. In that event, Developer or the Homeowners' Association agrees to accept the County's estimate of the market value cost of this maintenance and agrees that the cost of such maintenance shall constitute a valid lien on the Property and its lots on a parity with and collected at the same time and in the same manner as general County taxes that are a lien on the Property.

(9) **Maintenance of Open Space and Trails:** Developer has granted to the County an open space easement attached hereto as Exhibit E and incorporated by reference herein. Developer has also reserved certain portions of the Project as public trails detailed in the Trail Plan attached hereto as Exhibit F and incorporated by reference herein, subject to Summit County approval. The trails in the Project designated on the trail plan shall be open to the public. Developer shall be responsible to maintain the open space and trails in all respects, including but not limited to, landscaping, irrigation, and weed control. Unless otherwise specified in this agreement, the open space shall be maintained in its natural state. This obligation may be transferred by written agreement to the Home Owners' Association. Maintenance provided by Developer or the Home Owners' Association shall meet or exceed a standard of reasonableness and safety as established by the County. In the event Developer or the Home Owners' Association fails to maintain the open space and trails, the County may (but is not obligated to) maintain them. In that event, Developer or the Homeowners' Association agrees to accept the County's estimate of the market value cost of this maintenance and agrees that the cost of such maintenance shall constitute a valid lien on the Property and its lots on a parity with and collected at the same time and in the same manner as general County taxes that are a lien on the Property.

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- (10) ***Irrigable Acreage*** The following language will be added as a plat note on the recorded plat for each phase: any proposed irrigated landscape area on ground having over 25% slope will require a geotechnical report indicating that the proposed irrigation will not destabilize those soils.
- (11) ***Architectural Renderings and Landscape Plan:*** Developer has submitted to the County the Architectural Renderings attached hereto as Exhibit G and incorporated by reference herein. These Architectural Renderings shall generally guide future development of the Project. Developer has also submitted to the County and agrees to be bound by the Landscape Plan attached hereto as Exhibit H and incorporated by reference herein. Any required common area landscaping will be completed within 180 days of the acceptance of the infrastructure improvements.
- (12) ***Emergency Access Into the Project.*** The Project is proposed to be a gated development. At installation, all gates must be fitted with a device that will permit emergency vehicles to enter the Project at any time of the day or night. The County Fire Marshall and County Sheriff shall approve the installation of any such device.
- (13) ***Bonding:***
- a. ***Performance Bonds and Warranty Bonds.*** Developer shall post performance and warranty bonds in relation to the project. The bonds shall conform to the requirements of Section 16.27.18 of the Wasatch County Code.
 - b. ***Maintenance Bonds:*** Developer shall post a bond of either cash or irrevocable letter of credit on a form approved by the County in an amount equal to the annual maintenance expense for open space, trails, roads, storm drainage systems, landscaping, and recreational facilities within the Project excepting therefrom the Golf House Complex, the Community Center, and the General Store. If Developer transfers these obligations by written agreement to the Home Owner's Association, the County may waive the maintenance bond requirement for that portion of the Project under the Home Owner's Association's jurisdiction, subject to the County being provided with evidence of the Association's financial ability to maintain the open space, trails, roads, and recreational facilities being developed within the Project.

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- (14) **Road Maintenance:** All Roads in the Project shall be private roads and constructed and maintained in accordance with County standards. The Developer or Home Owner's Association shall maintain roads and storm drainage systems providing the same level of services provided to Class B roads within the County. In the event Developer or the Homeowner's Association fails to maintain the roads and the storm drainage systems the County may (but is not obligated to) maintain them. In that event, Developer or Homeowners' Association agrees to accept the County's estimate of the market value cost of this maintenance and agrees that the cost of such maintenance shall constitute a valid lien on the Property and its lots on a parity with and collected at the same time and in the same manner as general County taxes that are a lien on the Property. Nothing in this Agreement is intended by the parties to create any obligation on the part of the County to undertake now or at some future time maintenance of the private roads within the Project.
- (15) **Snow Removal.** The Developer shall provide snow removal on the roads in the Project. The Developer or Home Owner's Association shall provide the same level of snow removal service provided to Class B roads within the County. In the event Developer or the Homeowner's Association fails to provide snow removal, the County may (but is not obligated to) provide such service. In that event, Developer or Homeowners' Association agrees to accept the County's estimate of the market value cost of this maintenance and agrees that the cost of such maintenance shall constitute a valid lien on the Property and its lots on a parity with and collected at the same time and in the same manner as general County taxes that are a lien on the Property.
- (16) **No Further Subdivision.** The Property shall not be subject to further subdivision of any kind except as detailed in the final recorded plat for each phase. However lot line adjustments are allowed as permitted by local ordinance and state law.

3.2 Obligations of the County.

(a) **Generally.** The Parties acknowledge and agree that Developer's agreement to perform and abide by the covenants and obligations of Developer set forth herein is material consideration for the County's agreement to perform and abide by the covenants and obligations of the County set forth herein.

(b) **Conditions to Current Approvals.** Except as otherwise provided in this Agreement or as otherwise agreed to in writing by the Parties, the County shall not impose as to the Master Plan of the Project any further Conditions to Current Approvals other than those detailed in this Agreement and in the official minutes of the County

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Planning Commission and County Legislative Body. However, the County planning staff, County Planning Commission and the County Legislative Body may impose conditions of development approval as to each phase of the Project, provided that those conditions are not in conflict with this Agreement or the Conditions to Current Approvals for the Master Plan. Each phase of the Project shall be subject to generally applicable County procedures for development approval.

(c) **Approval of Project Improvements.** The County agrees to approve all Project improvements intended for public use and constructed by Developer, or Developer's contractors, subcontractors, agents or employees, provided that (1) the Wasatch County Building and Engineering Department or JSSD where applicable reviews and approves the plans for any Project improvements prior to construction; (2) Developer permits Wasatch County Building and Engineering representatives or JSSD where applicable to inspect upon request any and all of said Project improvements during the course of construction; (3) the Project improvements have been inspected by a licensed engineer who certifies that the Project improvements have been constructed in accordance with the plans and specifications; (4) Developer has warranted the Project improvements as required by the Wasatch County Building and Engineering Department or JSSD where applicable; and (5) the Project improvements pass a final inspection by the Wasatch County Building and Engineering Department or JSSD where applicable. In the case of open space, landscaping, and public trails, the Planning Department will perform the reviews, approvals, and inspections described above.

Section 4. VESTED RIGHTS AND APPLICABLE LAW

4.1 Vested Rights.

(a) **Generally.** As of the Effective Date of this Agreement, Developer shall have the vested right to develop the Property in accordance with this Agreement and Applicable Law.

(b) **Reserved Legislative Powers.** Nothing in this Agreement shall limit the future exercise of the police power by the County in enacting zoning, subdivision, development, transportation, environmental, open space, and related land use plans, policies, ordinances and regulations after the date of this Agreement. Notwithstanding the retained power of the County to enact such legislation under its police power, such legislation shall not modify Developer's vested right as set forth herein unless facts and circumstances are present which meet the exceptions to the vested rights doctrine as set forth in Western Land Equities, Inc. v. City of Logan, 617 P.2d 388 (Utah, 1988), its progeny, or any other exception to the doctrine of vested rights recognized under state or federal law.

4.2 Applicable Law.

(a) **Applicable Law.** Unless otherwise provided herein, the rules, regulations, official policies, standards and specifications applicable to the development of the

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Property (the "Applicable Law") shall be those rules, regulations, official policies, standards and specifications, including County ordinances and resolutions, in force and effect on the date the County Legislative Body granted preliminary approval to Developer.

(b) State and Federal Law. Notwithstanding any other provision of this Agreement, this Agreement shall not preclude the application of changes in laws, regulations, plans or policies, to the extent that such changes are specifically mandated and required by changes in state or federal laws or regulations ("Changes in the Law") applicable to the Property. In the event the Changes in the Law prevent or preclude compliance with one or more provisions of this Agreement, such provisions of the Agreement shall be modified or suspended, or performance thereof delayed, as may be necessary, to comply with the Changes in the Law.

Section 5. AMENDMENT

5.1 Amendments Generally. Unless otherwise stated in this Agreement, the Parties may amend this Agreement by mutual written consent. No amendment or modification to this Agreement shall require the consent or approval of any person or entity having any interest in any specific lot, unit or other portion of the Project.

Section 6. DEFAULT; TERMINATION; ANNUAL REVIEW

6.1 General Provisions.

(a) Defaults. Any failure by either Party to perform any term or provision of this Agreement, which failure continues uncured for a period of thirty (30) days following written notice of such failure from the other Party, unless such period is extended by written mutual consent, shall constitute a default under this Agreement. Any notice given pursuant to the preceding sentence shall specify the nature of the alleged failure and, where appropriate, the manner in which said failure satisfactorily may be cured. If the nature of the alleged failure is such that it cannot reasonably be cured within such 30-day period, then the commencement of the cure within such time period, and the diligent prosecution to completion of the cure thereafter, shall be deemed to be a cure within such 30-day period. Upon the occurrence of an uncured default under this Agreement, the non-defaulting Party may institute legal proceedings to enforce the terms of this Agreement or, in the event of a material default, terminate this Agreement. If the default is cured, then no default shall exist and the noticing Party shall take no further action.

(b) Termination. If the County elects to consider terminating this Agreement due to a material default of Developer, then the County shall give to Developer a written notice of intent to terminate this Agreement and the matter shall be scheduled for consideration and review by the County Legislative Body at a duly noticed public meeting. Developer shall have the right to offer written and oral evidence prior to or at the time of said public meeting. If the County Legislative Body determines that a material

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default has occurred and is continuing and elects to terminate this Agreement, the County Legislative Body shall send written notice of termination of this Agreement to Developer by certified mail and this Agreement shall thereby be terminated. The County may thereafter pursue any and all remedies at law or equity.

6.2 Review by County

(a) **Generally.** The County may at any time and in its sole discretion request that Developer demonstrate that Developer is in full compliance with the terms and conditions of this Agreement. Developer shall provide any and all information reasonably necessary to demonstrate compliance with this Agreement as requested by the County within thirty (30) days of the request, or at a later date as agreed between the Parties.

(b) **Determination of Non-Compliance.** If the County Legislative Body finds and determines that Developer has not complied with the terms of this Agreement, and noncompliance may amount to a default if not cured, then the County may deliver a Default Notice pursuant to Section 6.1(a) of this Agreement. If the default is not cured timely by Developer as provided by Section 6.1(a), the County may terminate this Agreement as provided in Section 6.1(b) of this Agreement.

(c) **Notice of Compliance.** Within fifteen (15) days following any written request which Developer may make from time to time, the County shall execute and deliver to Developer a written "Notice of Compliance," in recordable form, duly executed and acknowledged by the County, certifying that: (i) this Agreement is unmodified and in full force and effect, or if there have been modifications hereto, that this Agreement is in full force and effect as modified and stating the date and nature of such modification; (ii) there are no current uncured defaults under this Agreement or specifying the dates and nature of any such default; and (iii) any other reasonable information requested by Developer. Developer shall be permitted to record the Notice of Compliance.

6.3 Default by the County.

In the event the County defaults under the terms of this Agreement, Developer shall have all rights and remedies provided in Section 6.1 of this Agreement and provided under Applicable Law.

6.4 Enforced Delay; Extension of Time of Performance.

Notwithstanding anything to the contrary contained herein, neither Party shall be deemed to be in default where delays in performance or failures to perform are due to, and a necessary outcome of, war, insurrection, terrorist acts, strikes or other labor disturbances, walk-outs, riots, floods, earthquakes, fires, casualties, acts of God, restrictions imposed or mandated by other governmental entities, enactment of conflicting state or federal laws or regulations, new or supplemental environmental

regulations, or similar basis for excused performance which is not within the reasonable control of the Party to be excused. Upon the request of either Party hereto, an extension of time for such cause shall be granted in writing for the period of the enforced delay, or longer as may be mutually agreed upon.

6.5 Annual Review.

Developer and the County shall (at the discretion of the County) meet annually to review the status of the Project and to review compliance with the terms and conditions of this Agreement. The Director shall give the Developer thirty (30) days written notice of its decision to meet with the Developer for this review.

Section 7. DEFENSE AND INDEMNITY

7.1 Developer's Actions.

Developer shall defend, hold harmless, and indemnify the County and its elected and appointed officers, agents, employees, and representatives from any and all claims, costs, judgments and liabilities (including inverse condemnation) which arise directly or indirectly from the County's approval of the Project, construction of the Project, or operations performed under this Agreement by (a) Developer or by Developer's contractors, subcontractors, agents or employees, or (b) any one or more persons directly or indirectly employed by, or acting as agent for, Developer or any of Developer's contractors or subcontractors.

7.2 Hazardous, Toxic, and/or Contaminating Materials. Developer further agrees to defend and hold harmless the County and its elected and/or appointed boards, officers, employees, and agents from any and all claims, liabilities, damages, costs, fines, penalties and/or charges of any kind whatsoever relating to the existence of hazardous, toxic and/or contaminating materials on the Project solely to the extent caused by the intentional or negligent acts of Developer, or Developer's officers, contractors, subcontractors, employees, or agents.

7.3 County's Actions.

Nothing in this Agreement shall be construed to mean that Developer shall defend, indemnify, or hold the County or its elected and appointed representatives, officers, agents and employees harmless from any claims of personal injury, death or property damage or other liabilities arising from (i) the willful misconduct or negligent acts or omissions of the County, or its boards, officers, agents, or employees; and/or (ii) the negligent maintenance or repair by the County of improvements that have been offered for dedication and accepted by the County for maintenance.

Section 8. TRANSFER OF MAINTENANCE OBLIGATIONS.

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8.1 Creation of Home Owners' Association. It is anticipated that Developer will transfer certain maintenance obligations to the Home Owners' Association and/or the Golf Course and Club House Complex Owners. The Association shall be a non-profit corporation formed in accordance with the state and federal law. The Association shall have authority to impose fees sufficient to perform the maintenance obligations transferred to it.

8.2 Written Transfer Agreement Required. In the event Developer transfers Developer's maintenance obligations to the Home Owners' Association, Developer shall do so by written transfer agreement approved by the County.

Section 9. INSURANCE CERTIFICATES.

9.1 Insurance Certificates. Prior to beginning construction on the Project, Developer shall furnish to the County certificates of general liability insurance indicating that the County has been added as an additional named insured with respect to construction of infrastructure, project improvements, and recreational facilities within the Project then under development. Until such time as the infrastructure, project improvements, and recreational facilities described in Section 3.1(b) of this Agreement are completed and approved by the County, such insurance coverage shall not terminate or be canceled or the coverage reduced until after thirty (30) days' written notice is given to the County.

Section 10. NO AGENCY, JOINT VENTURE OR PARTNERSHIP

It is specifically understood and agreed to by and between the Parties that: (1) the subject Project is a private development; (2) the County has no interest or responsibilities for, or due to, third parties concerning any improvements until such time, and only until such time, that the County accepts the same pursuant to the provisions of this Agreement; (3) Developer shall have full power over and exclusive control of the Property and Project herein described, subject only to the limitations and obligations of Developer under this Agreement; and (4) the County and Developer hereby renounce the existence of any form of agency relationship, joint venture or partnership express or implied between the County and Developer and agree that nothing contained herein or in any document executed in connection herewith shall be construed as creating any such relationship between the County and Developer.

Section 11. MISCELLANEOUS

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11.1 Incorporation of Recitals and Introductory Paragraph. The Recitals contained in this Agreement, and the introductory paragraph preceding the Recitals, are hereby incorporated into this Agreement as if fully set forth herein.

11.2 Subjection and Subordination. Each person or entity that holds any beneficial, equitable, or other interest or encumbrances in all or any portion of the Project at any time hereby automatically, and without the need for any further documentation or consent, subjects and subordinates such interests and encumbrances to this Agreement and all amendments thereof that otherwise comply with Section 5. Each such person or entity agrees to provide written evidence of that subjection and subordination within 15 days following a written request for the same from, and in a form reasonably satisfactory to the County.

11.3 Severability. If any term or provision of this Agreement, or the application of any term or provision of this Agreement to a particular situation, is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining terms and provisions of this Agreement, or the application of this Agreement to other situations, shall continue in full force and effect unless amended or modified by mutual consent of the Parties.

11.4 Other Necessary Acts. Each Party shall execute and deliver to the other any further instruments and documents as may be reasonably necessary to carry out the objectives and intent of this Agreement.

11.5 Construction. This Agreement has been reviewed and revised by legal counsel for both the County and Developer, and no presumption or rule that ambiguities shall be construed against the drafting Party shall apply to the interpretation or enforcement of this Agreement.

11.6 Other Miscellaneous Terms. The singular shall include the plural; the masculine gender shall include the feminine; "shall" is mandatory; "may" is permissive.

11.7 Covenants Running with the Land.

The provisions of this Agreement shall constitute real covenants, contract and property rights, and equitable servitudes, which shall run with all of the land subject to this Agreement. The burdens and benefits of this Agreement shall bind and inure to the benefit of each of the Parties, and to their respective successors, heirs, assigns, and transferees. Notwithstanding anything in this Agreement to the contrary, the owners of individual units or lots in the Project shall (1) only be subject to the burdens of this Agreement to the extent applicable to their particular unit or lot; and (2) have no right to bring any action under this Agreement as a third-party beneficiary or otherwise.

11.8 Method of Enforcement.

The County may look to Developer, the Home Owners' Association, or collectively to each lot or unit owners in the Project for performance of the provisions of this Agreement relative to the portions of the Project owned or controlled by such party. Any cost incurred by the County to secure performance of the provisions of this

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Agreement shall constitute a valid lien on the Project, including prorated portions to individual lots or units in the Project, on a parity with and collected at the same time and in the same manner as general County taxes and assessments that are a lien on the Project. The County may pursue any remedies available at law or in equity, including the withholding of building permits or certificates of occupancy, to ensure compliance with this Agreement.

11.9 Waiver. No action taken by any Party shall be deemed to constitute a waiver of compliance by such Party with respect to any representation, warranty, or condition contained in this Agreement. Any waiver by any Party of a breach of any provision of this Agreement shall not operate or be construed as a waiver by such Party of any subsequent breach.

11.10 Remedies. Either Party may, in addition to any other rights or remedies, institute an equitable action to cure, correct, or remedy any default, enforce any covenant or agreement herein, enjoin any threatened or attempted violation thereof, enforce by specific performance the obligations and rights of the Parties hereto, or to obtain any remedies consistent with the foregoing and the purpose of this Agreement.

11.11 Utah Law. This Agreement shall be construed and enforced in accordance with the laws of the State of Utah.

11.12 Covenant of Good Faith and Fair Dealing. Each Party shall use its best efforts and take and employ all necessary actions in good faith consistent with this Agreement and Applicable Law to ensure that the rights secured by the other Party through this Agreement can be enjoyed.

11.13 Requests to Modify Use Restrictions. Developer's successors, heirs, assigns, and transferees shall have the right, without the consent or approval of any other person or entity owning property in any other part of the Project, to request that the County modify any zoning classification, use, density, design, setback, size, height, open space, road design, road dedication, traffic configuration, site plan, or other use restrictions associated with that portion of the Project to which the successor, heir, assign, or transferee holds title. The County shall consider any such request, but is not required to grant it.

11.14 Representations. Each Party hereby represents and warrants to each other Party that the following statements are true, complete and not misleading as regards the representing warranting Party:

- (a) Such Party is duly organized, validly existing and in good standing under the laws of the state of its organization.
- (b) Such Party has full authority to enter into this Agreement and to perform all of its obligations hereunder. The individual(s) executing this Agreement on behalf of such Party do so with the full authority of the Party that those individual(s) represent.

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- (c) This Agreement constitutes the legal, valid and binding obligation of such Party enforceable in accordance with its terms, subject to the rules of bankruptcy, moratorium and equitable principles.

11.15 No Third-Party Beneficiaries. This Agreement is between the County and Developer. No other party shall be deemed a third-party beneficiary or have any rights under this Agreement.

12. NOTICES

Any notice or communication required hereunder between the County and Developer must be in writing, and may be given either personally or by registered or certified mail, return receipt requested. If given by registered or certified mail, such notice or communication shall be deemed to have been given and received on the first to occur of (i) actual receipt by any of the addressees designated below as the Party to whom notices are to be sent, or (ii) five (5) days after a registered or certified letter containing such notice, properly addressed, with postage prepaid, is deposited in the United States mail. If personally delivered, a notice shall be deemed to have been given when delivered to the Party to whom it is addressed. Any Party may at any time, by giving ten (10) days written notice to the other Party, designate any other address to which notices or communications shall be given. Such notices or communications shall be given to the Parties at their addresses set forth below:

If to the County:

AL MICKELSEN
Director
Wasatch County Administration Building
25 North Main Street
Heber City, UT 84032

With Copies to:

DEREK P. PULLAN
Wasatch County Attorney
805 West 100 South
Heber City, UT 84032

JORDANELLE SPECIAL SERVICE DISTRICT

If to Developer:

Tuhaye, L.L.C.

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c/o Talisker
P.O. Box 4349
Park City, UT 84060

With Copies to
Talisker Corporation
145 Adelaide St. West Suite 500
Toronto, ON Canada M5H 4E5

Joe Tesch
TeschGraham, P.C.
P.O. 3390
Park City, UT 84060-3390

John Theirl
Brown McCarroll, L.L.P.
2001 Ross Avenue, Suite 2000
Dallas, TX 75201

13. ENTIRE AGREEMENT, COUNTERPARTS AND EXHIBITS

Unless otherwise noted herein, this Agreement is the final and exclusive understanding and agreement of the Parties and supersedes all negotiations or previous agreements between the Parties with respect to all or any part of the subject matter hereof. All waivers of the provisions of this Agreement shall be in writing and signed by the appropriate authorities of the County and Developer. The following exhibits are attached to this Agreement and incorporated herein for all purposes:

Exhibit A - Legal Description of the Property

Exhibit B - Affordable Housing Agreement

Exhibit C - Will Serve Letters

Exhibit D - Jordanelle Special Service District Agreement

Exhibit E - Open Space (Conservation Easement)

Exhibit F - Trail Plan

Exhibit G - Architectural Renderings

Exhibit H - Landscape Plan

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Section 14. RECORDATION OF DEVELOPMENT AGREEMENT

No later than ten (10) days after the County enters into this Agreement, the County Clerk shall cause to be recorded, at Developer's expense, an executed copy of this Agreement in the Official Records of the County of Wasatch.

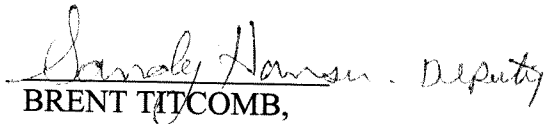
IN WITNESS WHEREOF, this Agreement has been entered into by and between Developer and the County as of the date and year first above written.

WASATCH COUNTY:



Michael Davis
Interim County Manager

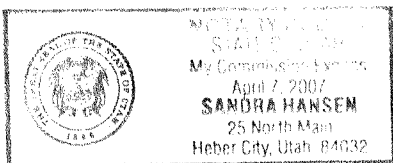
Attest:


Brent Titcomb, Deputy

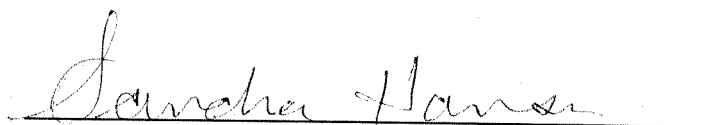
Wasatch County Clerk
Auditor

STATE OF UTAH)
 ss:
COUNTY OF WASATCH)

The foregoing instrument was acknowledged before me this 8th day of May, 2003, by Michael Davis, who executed the foregoing instrument in his capacity as the Interim County Manager of Wasatch County, Utah, and by Brent Titcomb, who executed the foregoing instrument in his capacity as the Wasatch County Clerk Auditor.

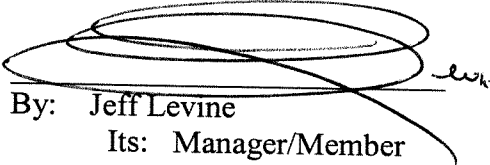


My Commission Expires:
April 7, 2007


NOTARY PUBLIC
Residing at: Heber City, Utah

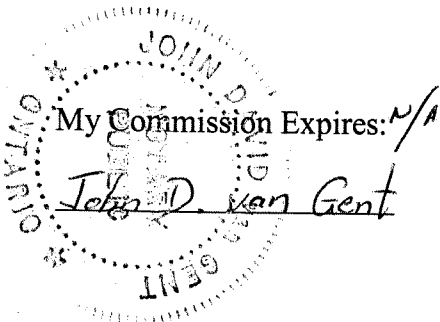
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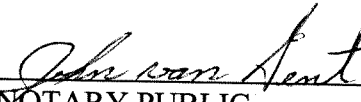
TUHAYE LLC
By TALISKER INVESTMENTS (U.S.) INC.
a Utah corporation and
Manager of Tuhaye LLC


By: Jeff Levine
Its: Manager/Member

~~STATE OF UTAH~~)
PROVINCE OF ONTARIO :ss
COUNTY OF _____)

The foregoing instrument was acknowledged before me this 15th day of May, 2003, by Jeff Levine, who executed the foregoing instrument in his capacity as the Manager of Developer, a _____.




NOTARY PUBLIC
Residing at: Toronto, Ontario, Canada

E 258692 B 0628 P 0457

EXHIBIT A

TUHAYE DEVELOPMENT AGREEMENT

[Legal Description of Property]

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SCHEDULE A, Paragraph 5, Continued

Single Family Residential Lots:

BEGINNING at a point which is North 00°04'35" East along the section line 97.17 feet from the West Quarter Corner of Section 22, Township 2 South Range 5 East, Salt Lake Base and Meridian (Basis of Bearing being North 00°04'35" East 2669.92 feet between said West Quarter Corner and the Northwest Corner of said Section 22, both being found monuments); and running thence North 00°04'35" East along said West Section Line 308.04 feet; thence South 89°55'25" East 280.69 feet; thence South 66°54'43" East 1476.80 feet; thence South 18°38'50" East 524.54 feet; thence South 76°34'44" East 288.58 feet; thence South 30°16'53" West 428.56 feet to a non-tangent point of curvature of a 500.00-foot radius curve to the left, the center of which bears North 44°50'08" East; thence along the arc of said curve 88.65 feet through a central angle of 10°09'30"; thence South 34°40'38" West 50.00 feet; thence South 34°40'38" West 144.38 feet; thence South 18°10'26" East 206.11 feet; thence South 71°49'34" West 650.12 feet; thence South 22°25'13" East 50.09 feet to a point of curvature of a non-tangent 664.00-foot radius curve to the left, the center of which bears North 71°00'48" East; thence along the arc of said curve 897.49 feet through a central angle of 77°26'36"; thence North 87°00'14" East 100.18 feet; thence North 83°34'13" East 456.69 feet to a point of curvature of a 970.00-foot radius curve to the left, the center of which bears North 6°25'47" West; thence along the arc of said curve 146.14 feet through a central angle of 8°37'56"; thence North 74°56'17" East 265.08 feet to a point of curvature of a 1530.00-foot radius curve to the right, the center of which bears South 15°03'43" East; thence along the arc of said curve 1471.36 feet through a central angle of 55°05'59"; thence South 49°57'44" East 278.62 feet to a point of curvature of a 230.00-foot radius curve to the right, the center of which bears South 40°02'16" West; thence along the arc of said curve 628.03 feet through a central angle of 156°27'00"; thence North 73°30'45" West 152.67 feet to a point of curvature of a 170.00-foot radius curve to the left, the center of which bears South 16°29'15" West; thence along the arc of said curve 193.65 feet through a central angle of 65°16'05"; thence South 41°13'10" West 301.62 feet to a point of curvature of a 430.00-foot radius curve to the right, the center of which bears North 48°46'50" West; thence along the arc of said curve 169.33 feet through a central angle of 22°33'45"; thence South 63°46'55" West 100.00 feet to a point of curvature of a 145.00-foot radius curve to the left, the center of which bears South 26°13'05" East; thence along the arc of said curve 114.32 feet through a central angle of 45°10'16"; thence South 18°36'39" West 64.85 feet to a point of curvature of a 15.50-foot radius curve to the left, the center of which bears South 71°23'21" East; thence along the arc of said curve 27.05 feet through a central angle of 100°00'00"; thence South 81°23'21" East 46.04 feet to a point of curvature of a 200.00-foot radius curve to the right, the center of which bears South 8°36'39" West; thence along the arc of said curve 262.26 feet through a central angle of 75°07'52"; thence South 6°15'29" East 82.13 feet; thence South 83°44'31" West 50.00 feet; thence South 6°15'29" East 267.76 feet; thence South 22°25'04" West 164.64 feet; thence South 61°10'26" West 140.00 feet; thence South 86°12'38" West 239.38 feet; thence North 89°36'11" West 232.71 feet; thence North 82°30'26" West 250.81 feet; thence North 56°19'26" West 231.16 feet; thence North 29°49'45" West 293.63 feet; thence North 0°18'07" West 212.61 feet; thence North 87°32'51" West 443.65 feet; thence North 2°27'09" East 187.23 feet; thence North

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SCHEDULE A, Paragraph 5, Continued

6°11'18" East 50.00 feet; thence North 10°49'19" West 271.64 feet; thence South 86°44'51" East 787.99 feet; thence South 74°49'06" East 479.17 feet; thence South 10°49'19" East 223.18 feet to a point of non-tangent curvature of a 375.00-foot radius curve to the right, the center of which bears South 19°11'29" East; thence along the arc of said curve 144.05 feet through a central angle of 22°00'35" to a point of reverse curvature of a 15.50-foot radius curve to the left, the center of which bears North 2°49'06" East; thence along the arc of said curve 20.08 feet through a central angle of 74°12'27"; thence North 18°36'39" East 82.92 feet to a point of curvature of a 205.00-foot radius curve to the right, the center of which bears South 71°23'21" East; thence along the arc of said curve 161.62 feet through a central angle of 45°10'16"; thence North 63°46'55" East 100.00 feet to a point of curvature of a 370.00-foot radius curve to the left, the center of which bears North 26°13'05" West; thence along the arc of said curve 145.70 feet through a central angle of 22°33'45"; thence North 41°13'10" East 301.62 feet to a point of curvature of a 230.00-foot radius curve to the right, the center of which bears South 48°46'50" East; thence along the arc of said curve 262.00 feet through a central angle of 65°16'05"; thence South 73°30'45" East 152.67 feet to a point of curvature of a 170.00-foot radius curve to the left, the center of which bears North 16°29'15" East; thence along the arc of said curve 464.20 feet through a central angle of 156°27'00"; thence North 49°57'44" West 278.62 feet to a point of curvature of a 1470.00-foot radius curve to the left, the center of which bears South 40°02'16" West; thence along the arc of said curve 1413.66 feet through a central angle of 55°05'59"; thence South 74°56'17" West 265.08 feet to a point of curvature of a 1030.00-foot radius curve to the right; the center of which bears North 15°03'43" West; thence along the arc of said curve 155.18 feet through a central angle of 8°37'56"; thence South 83°34'13" West 456.69 feet; thence South 80°08'11" West 100.18 feet to a point of non-tangent curvature of a 736.00-foot radius curve to the right, the center of which bears North 6°25'47" West; thence along the arc of said curve 994.81 feet through a central angle of 77°26'36"; thence North 15°33'11" West 100.18 feet; thence North 18°59'12" West 199.53 feet to a point of curvature of a 245.00-foot radius curve to the left, the center of which bears South 71°00'48" West; thence along the arc of said curve 177.20 feet through a central angle of 41°26'28"; thence North 60°25'40" West 186.95 feet to a point of curvature of a 305.00-foot radius curve to the right, the center of which bears North 29°34'20" East; thence along arc of said curve 541.51 feet through a central angle of 101°43'30"; thence North 41°17'50" East 237.11 feet; thence North 37°51'49" East 100.18 feet; thence North 41°17'50" East 31.31 feet to a point of curvature of a 244.00-foot radius curve to the left, the center of which bears North 48°42'10" West; thence along the arc of said curve 512.30 feet through a central angle of 120°17'54"; thence North 79°00'04" West 517.24 feet to a point of curvature of a 564.00-foot radius curve to the left, the center of which bears South 10°59'56" West; thence along the arc of said curve 87.48 feet through a central angle of 8°53'13"; thence North 87°53'17" West 367.27 feet to a point of curvature of a 211.00-foot radius curve to the right, the center of which bears North 2°06'43" East; thence along the arc of said curve 69.27 feet through a central angle of 18°48'33"; thence South 89°24'01" East 32.92 feet; thence North 49°10'00" East 146.83 feet to the point of BEGINNING.

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SCHEDULE A, Paragraph 5, Continued

AND TOGETHER WITH

Golf Course Open Space Parcel 1, Clubhouse Complex:

BEGINNING at a point of curvature of a 736.00-foot radius curve to the left, the center of which bears North 59°15'04" East, said point being South 00°06'38" West 1929.99 feet and East 1294.30 feet from the West Quarter Corner of Section 22, Township 2 South Range 5 East, Salt Lake Base and Meridian (Basis of Bearing being South 00°06'38" West 2456.48 feet from said West Quarter Corner to the Southwest Corner of said Section 22, both being found monuments); and running thence Southeasterly along the arc of said curve 5773.28 feet through a central angle of 44°37'43"; thence South 14°37'21" West 279.91 feet; thence South 89°05'51" West 186.61 feet; thence South 24°55'23" West 172.36 feet; thence North 65°04'37" West 540.00 feet; thence North 24°55'23" East 482.46 feet; thence North 59°15'04" East 197.29 feet to the point of BEGINNING.

AND TOGETHER WITH

Golf Course Open Space Parcel 2, Holes 1 through 11 and 18:

BEGINNING at a point South 00°06'38" West 560.84 feet from the West Quarter Corner of Section 22, Township 2 South Range 5 East, Salt Lake Base and Meridian (Basis of Bearing being South 00°06'38" West 2456.48 feet from said West Quarter Corner to the Southwest Corner of said Section 22, both being found monuments); and running thence North 83°04'19" East 596.14 feet; thence North 84°33'58" East 221.52 feet; thence North 39°26'29" East 93.47 feet to a non-tangent point of curvature of a 530.00-foot radius curve to the left, the center of which bears North 39°26'29" East; thence Southeasterly along the arc of said curve 66.60 feet through a central angle of 7°11'57"; thence South 57°45'28" East 122.50 feet to a point of curvature of a 15.50-foot radius curve to the right, the center of which bears South 32°14'32" West; thence Southerly along the arc of said curve 25.78 feet through a central angle of 95°17'51" to a point of compound curvature of a 244.00-foot radius curve to the right, the center of which bears North 52°27'38" West; thence Southwesterly along the arc of said curve 16.00 feet through a central angle of 3°45'25"; thence South 41°17'50" West 31.31 feet; thence South 37°51'49" West 100.18 feet; thence South 41°17'50" West 237.11 feet to a point of curvature of a 305.00-foot radius curve to the left, the center of which bears South 48°42'10" East; thence Southwesterly along the arc of said curve 85.05 feet through a central angle of 15°58'35"; thence South 67°08'22" West 284.96 feet; thence South 32°02'14" East 1219.23 feet; thence South 24°55'23" West 482.46 feet; thence South 65°04'37" East 540.00 feet; thence North 24°55'23" East 172.36 feet; thence North 89°05'51" East 966.71 feet; thence South 76°58'56" East 549.17 feet; thence North 74°20'53" East 1229.27 feet to a non-tangent point of curvature of a 1470.00-foot radius curve to the right, the center of which bears South 33°46'04" West; thence Southeasterly along the arc of said curve 160.86 feet through a central angle of 6°16'11"; thence South 49°57'44" East 278.62 feet to a point of curvature of a 170.00-foot radius curve to the right, the center of which bears South 40°02'16" West; thence Southerly along the arc of said curve 384.32 feet through a central angle of 129°31'48"; thence North 51°09'02" West 399.21 feet; thence South 83°56'10" West 862.39 feet; thence South 37°52'42" West

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SCHEDULE A, Paragraph 5, Continued

276.01 feet; thence South 81°39'34" West 152.99 feet; thence South 42°45'27" West 249.52 feet; thence North 86°44'51" West 978.72 feet; thence South 81°07'31" West 749.79 feet; thence South 66°17'52" West 72.17 feet; thence South 39°42'06" West 195.47 feet; thence South 25°33'00" West 288.76 feet; thence South 26°38'31" East 103.99 feet; thence South 63°21'29" West 290.07 feet; thence North 08°44'48" East 586.43 feet; thence North 03°18'26" East 118.14 feet; thence North 53°53'16" West 92.67 feet; thence North 69°13'25" West 153.09 feet; thence North 87°43'38" West 78.25 feet; thence South 40°20'56" West 460.99 feet; thence South 55°33'53" West 404.43 feet; thence South 48°38'11" East 565.88 feet; thence South 10°13'33" East 113.24 feet to a non-tangent point of curvature of a 205.00-foot radius curve to the left, the center of which bears South 17°13'50" East; thence Westerly along the arc of said curve 27.32 feet through a central angle of 7°38'11"; thence South 65°07'59" West 100.00 feet to a point of curvature of a 145.00-foot radius curve to the right, the center of which bears North 24°52'01" West; thence Westerly along the arc of said curve 104.43 feet through a central angle of 41°15'58"; thence North 73°36'03" West 350.54 feet to a point of curvature of a 470.00-foot radius curve to the right; the center of which bears North 16°23'57" East; thence Northwesterly along the arc of said curve 139.01 feet through a central angle of 16°56'48"; thence North 56°39'15" West 505.83 feet; thence North 52°37'18" East 357.70 feet; thence North 55°33'53" East 631.63 feet; thence North 49°55'52" East 568.08 feet; thence North 44°07'39" West 307.89 feet; thence North 25°18'12" West 433.55 feet; thence South 80°01'42" West 260.24 feet; thence South 03°26'32" West 444.88 feet; thence South 53°15'27" West 80.27 feet; thence North 77°25'41" West 300.48 feet; thence North 40°11'26" West 101.07 feet; thence North 02°57'11" West 580.82 feet; thence North 11°15'28" West 298.82 feet; thence North 71°19'25" West 100.86 feet to a non-tangent point of curvature of a 255.00-foot curve to the left, the center of which bears North 71°19'25" West; thence Northerly along the arc of said curve 208.35 feet through a central angle of 46°48'47"; thence North 28°08'12" West 199.73 feet to a point of curvature of a 195.00-foot radius curve to the right; the center of which bears North 61°51'48" East; thence Northerly along the arc of said curve 227.48 feet through a central angle of 66°50'23"; thence North 38°42'11" East 102.75 feet to a point of curvature of a 255.00-foot radius curve to the left, the center of which bears North 51°17'49" West; thence Northerly along the arc of said curve 65.89 feet through the central angle of 14°48'15"; thence South 66°06'04" East 210.00 feet; thence North 15°36'37" East 125.59 feet; thence North 44°03'18" West 164.35 feet; thence South 82°35'16" West 93.37 feet; thence North 08°42'58" West 334.04 feet; thence North 60°05'47" East 362.86 feet; thence South 52°28'22" East 16.85 feet to a point of curvature of a 205.00-foot radius curve to the left, the center of which bears North 37°31'38" East; thence Southeasterly along the arc of said curve 82.69 feet through a central angle of 23°06'35"; thence South 02°36'20" West 202.86 feet; thence South 87°23'40" East 473.53; thence North 83°04'19" East 174.57 feet to the point of BEGINNING.

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SCHEDULE A, Paragraph 5, Continued

AND TOGETHER WITH

Golf Course Open Space Parcel 3, Holes 1, 2 and 15 through 17:
BEGINNING at a point South 00°06'26" West 275.04 feet from the Northwest Corner of Section 26, Township 2 South Range 5 East, Salt Lake Base and Meridian (Basis of Bearing being South 00°06'26" West 2602.91 feet between said Northwest Corner and the West Quarter Corner of said Section 26, both being found monuments); and running thence South 76°07'24" East 415.99 feet; thence South 30°16'41" East 272.75 feet; thence North 56°37'28" East 119.05 feet to a non-tangent point of curvature of a 230.00-foot radius curve to the left, the center of which bears South 67°50'12" East; thence Southeasterly along the arc of said curve 279.99 feet through a central angle of 69°44'52"; thence South 47°35'04" East 122.32 feet; thence South 42°24'56" West 70.11 feet; thence South 14°12'39" East 239.76 feet; thence South 04°57'50" West 262.07 feet; thence North 81°28'24" East 424.83 feet; thence South 77°10'31" East 903.82 feet; thence North 44°06'08" East 115.11 feet; thence South 45°53'52" East 101.11 feet; thence South 44°06'08" West 208.45 feet; thence South 11°11'02" West 181.97 feet; thence South 80°44'09" West 75.55 feet; thence North 62°13'31" West 96.72 feet; thence South 74°20'45" West 80.58 feet; thence North 66°48'33" West 510.54 feet; thence South 89°01'36" West 162.97 feet; thence South 81°38'52" West 361.87 feet; thence North 58°04'26" West 771.47 feet; thence South 84°16'48" West 336.26 feet; thence North 83°29'20" West 523.62 feet; thence South 88°50'30" West 892.14 feet; thence North 06°15'29" West 122.46 feet to a point of curvature of a 200.00-foot radius curve to the left, the center of which bears South 83°44'31" West; thence Northwesterly along the arc of said curve 262.26 feet through a central angle of 75°07'52"; thence North 81°23'21" West 46.04 feet to a point of curvature of a 15.50-foot radius curve to the right; the center of which bears North 08°36'39" East; thence Northwesterly along the arc of said curve 27.05 feet through a central angle of 100°00'00"; thence North 18°36'39" East 64.85 feet to a point of curvature of a 145.00-foot radius curve to the right, the center of which bears South 71°23'21" East; thence Northeasterly along the arc of said curve 114.32 feet through a central angle of 45°10'16"; thence North 63°46'55" East 100.00 feet to a point of curvature of a 430.00-foot radius curve to the left, the center of which bears North 26°13'05" West; thence Northeasterly along the arc of said curve 169.33 feet through a central angle of 22°33'45"; thence South 61°20'27" East 632.65 feet; thence North 39°46'44" East 247.63 feet; thence North 83°53'28" East 87.17 feet; thence South 75°21'15" East 719.80 feet; thence South 83°08'33" East 431.62 feet; thence North 28°53'17" West 461.29 feet; thence North 68°19'52" West 956.14 feet to a non-tangent point of curvature of a 230.00-foot radius curve to the left, the center of which bears North 81°07'09" West; thence Northerly along the arc of said curve 58.09 feet through a central angle of 14°28'12" to a point of reverse curvature of a 15.50-foot radius curve to the right, the center of which bears North 84°24'39" East; thence Northeasterly along the arc of said curve 21.46 feet through a central angle of 79°19'09"; thence North 73°43'48" East 175.97 feet; thence South 76°07'24" East 520.55 feet to the point of BEGINNING.

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SCHEDULE A, Paragraph 5, Continued

AND TOGETHER WITH

Golf Course Open Space Parcel 4, Hole 13:

BEGINNING at a point of curvature of a 310.00-foot radius curve to the right, the center of which bears South 70°37'35" West, said point being South 00°15'46" West 688.97 feet and West 90.29 feet from the North Quarter Corner of Section 26, Township 2 South Range 5 East, Salt Lake Base and Meridian (basis of bearing being South 00°15'46" West 5361.82 feet from the North Quarter Corner to the South Quarter Corner of said Section 26); and running thence Southerly along the arc of said curve 313.15 feet through a central angle of 57°52'38"; thence North 80°15'43" West 970.30 feet; thence North 86°29'20" West 884.86 feet to a non-tangent point of curvature of a 170.00-foot radius curve to the right, the center of which bears North 53°38'48" East; thence Northerly along the arc of said curve 173.62 feet through a central angle of 58°31'00"; thence North 84°59'34" East 930.85 feet; thence South 80°15'43" East 996.96 feet to the point of BEGINNING.

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SCHEDULE A, Paragraph 5, Continued

AND TOGETHER WITH

Golf Course Open Space Parcel 5, Hole 14:

BEGINNING at a point South 00°15'46" West 844.43 feet from the North Quarter Corner of Section 26, Township 2 South Range 5 East, Salt Lake Base and Meridian (basis of bearing being South 00°15'46" West 5361.82 feet from the North Quarter Corner to the South Quarter Corner of said Section 26); and running thence South 00°15'46" West 512.98 feet; thence North 89°45'22" West 127.54 feet; thence South 00°50'51" West 291.78 feet; thence South 85°42'21" West 2.70 feet to a point of curvature of a 370.00-foot radius curve to the right, the center of which bears North 04°17'39" West; thence Westerly along the arc of said curve 312.53 feet through a central angle of 48°23'47"; thence North 45°53'52" West 68.02 feet; thence North 31°44'04" East 442.56 feet to a non-tangent point of curvature of a 360.00-foot radius curve to the left, the center of which bears North 23°33'12" West; thence Northeasterly along the arc of said curve 364.80 feet through a central angle of 58°03'37"; thence South 89°44'14" East 25.87 feet to the point of BEGINNING.

AND TOGETHER WITH

Golf Course Parcel 6, Maintenance Facility:

BEGINNING at a point South 00°15'46" West 1708.85 feet and West 131.13 feet from the North Quarter Corner of Section 26, Township 2 South Range 5 East, Salt Lake Base and Meridian (basis of bearing being South 00°15'46" West 5361.82 feet from the North Quarter Corner to the South Quarter Corner of said Section 26); and running thence South 00°50'51" West 258.50 feet; thence South 84°26'21" West 193.35 feet; thence North 62°33'34" West 137.23 feet; thence South 72°04'16" West 143.30 feet; thence North 47°32'25" West 74.18 feet; thence North 11°11'02" East 181.97 feet; thence North 44°06'08" East 208.45 feet to a non-tangent point of curvature of a 430.00-foot radius curve to the left, the center of which bears North 44°06'08" East; thence Easterly along the arc of said curve 360.51 feet through a central angle of 48°02'13" to the point of BEGINNING.

AND TOGETHER WITH that certain "Easement Agreement for Roadway and Utilities", recorded on April 29, 2002 as Entry No. 244333 Book 0557, Pages 0369 through 0392 in the Office of the Wasatch County Recorder, Heber, Utah.

+++

E 258692 B 0628 P 0465

EXHIBIT B

TUHAYE DEVELOPMENT AGREEMENT

[Affordable Housing Agreement]

E 258692 B 0628 P 0466

AFFORDABLE HOUSING AGREEMENT

This Affordable Housing Agreement is entered into this ____ day of _____, 2003, by and between Wasatch County, a political subdivision of the State of Utah (hereinafter “the County”) and Tuhaye LLC a limited liability company (hereinafter “the Developer”).

RECITALS

WHEREAS, the Developer is the owner of certain real property in Wasatch County, State of Utah, which property is more particularly described in Exhibit A, attached hereto and incorporated by reference herein; and

WHEREAS, the Developer has applied to the County to subdivide said real property and for approval of a clustered development on said property consisting of up to 900 Equivalent Residential Units (hereinafter “the Project”); and

WHEREAS, the Project is more fully described in a Plat entitled “Tuhaye Ranch” on file at the Wasatch County Recorder’s Office (hereinafter “the Plat”), which Plat is incorporated by reference herein.

WHEREAS, the Wasatch County Code requires that the Developer enter into an Affordable Housing Agreement with Wasatch County as a condition of approval of the Project;

NOW THEREFORE, in consideration of the mutual covenants and promises described above and otherwise contained herein, the sufficiency of which is expressly acknowledged by the parties to this agreement, the parties now enter into the following:

AGREEMENT

1. **Incorporation of Recitals:** The Recitals set forth above are incorporated into the body of this Agreement.
2. **Affordable Housing Requirements:** The Wasatch County Code requires that 10% of the Equivalent Residential Units in the Project be affordable housing units, or that the Developer pay to the County a fee-in-lieu to be used to promote affordable housing in Wasatch County. Accordingly, the affordable housing requirement for the Project is 13 affordable housing units, or an equivalent fee-in-lieu.

E 258692 B 0628 P 0467

3. **Developer's Obligations:** Developer agrees to meet the foregoing affordable housing requirement as follows:

Phase I of the Project shall consist of 52 units. It is agreed that the Developer must provide for five (5) Affordable Housing Units for this Phase. The in lieu payment for each unit is \$26,750.00. Therefore, the in lieu payment is $\$26,750.00 \times 5 = \$133,750.00$. Developer shall pay $\frac{1}{2}$ or \$66,845.00 at the time the plat is filed and the remaining \$66,845.00 before the twenty seventh lot in Phase I is sold.

Additional Affordable Housing Agreements shall be required at the time of the filing of the plat for all future phases.

4. **Satisfaction of Affordable Housing Requirements:** Performance of the Developer's obligations under this Agreement satisfies the Developer's obligation for affordable housing under the Wasatch County Code as applied to the development of the land described in Exhibit A, and the Project as described above and in the Plat.
5. **Remedies:** Failure by the Developer to perform in accordance with this Agreement will constitute failure to satisfy the affordable housing requirements of the Wasatch County Code. In the event of default by the Developer, the County shall have authority to exercise any and all remedies available at law or in equity, including the withholding of building permits for the lots shown on the Plat, to enforce the terms and conditions of this Agreement.
6. **Hold Harmless:** Developer agrees to indemnify, defend, and hold harmless (without limit as to amount) the County and its elected officials, officers, employees, and agents acting in their official capacity, from and against all loss, risk of loss, or damage, including reasonable attorney's fees, sustained or incurred because of or by reason of any claim, demand, suit, or cause of action arising out of or in any manner pertaining to Developer's actions or defaults under this Agreement.
7. **Entire Agreement:** This Agreement constitutes the entire Agreement between the parties, and no modification shall be binding unless reduced to writing and signed by the parties hereto.
8. **Duration of Agreement:** This Agreement shall terminate and become null and void upon the substantial completion of all affordable housing units to be constructed or renovated by the Developer.
9. **Successors:** This Agreement shall run with the land on which the Developer constructs or renovates the required affordable housing units. The Agreement shall be binding upon all successive owners of said land.

E 258692 B 0628 P 0468

10. **Severability:** In the event any provision of this Agreement is held invalid, void, or unenforceable by a court of competent jurisdiction, the remaining provisions of this Agreement shall nevertheless remain in full force and effect.

IN WITNESS WHEREOF, the parties have hereunto set their hands this ____ day of _____, 2003.

TUHAYE LLC
By TALISKER INVESTMENTS (U.S.) INC.
a Utah corporation and
Manager of Tuhaye LLC

By: Jeff Levine
Its: Manager/Member

For WASATCH COUNTY:

Mike Davis
Interim Wasatch County Manager

Attest:

Brent Titcomb
Wasatch County Clerk-Auditor

E 258692 B 0628 P 0469

EXHIBIT C

TUHAYE DEVELOPMENT AGREEMENT

[Will Serve Letters]

E 258692 B 0628 P 0470

WASATCH COUNTY



25 North Main, Heber City, Utah 84032 • (435) 654-3211

BOARD OF COUNTY COMMISSIONERS

MICHAEL L. KOHLER

T. LaREN PROVOST

RALPH L DUKE

December 11, 2000

Tuhaye Ranch
LeeRoy Farrell
P.O. Box 43
Midway, Utah 84049

Re: Refuse collection service in Tuhaye Ranch, Jordanelle

Dear Mr. Farrell:

Wasatch County Solid Waste Disposal District currently collects refuse in the area of Hwy 248. Service to the Tuhaye Ranch Subdivision will be provided the same. Service can be commercial bins located at gate of subdivision.

All residents of Wasatch County are required to have collection service. A setup fee must be paid at the time a building permit is issued.

If you have any further questions, please call.

Sincerely,

A handwritten signature in cursive script that reads "Kent J. Berg".

Kent J. Berg, Director
Wasatch County Solid Waste Disposal District

E 258692 B 0628 P 0471

CLERK/AUDITOR
BRENT R. TITCOMB

RECORDER
ELIZABETH M. PARCELL

SHERIFF
MIKE SPANOS

ASSESSOR
GLEN C. BURGNER

TREASURER
KAROLYN WALL

ATTORNEY
DAN H. MATTHEWS

JUSTICE COURT JUDGE
BLAIN HYLTON

WASATCH COUNTY SHERIFF'S OFFICE

Michael A. Spanos
1361 South Hwy. 40
Heber City, Utah 84032
435-654-1411/435-654-9975 Fax

TO: Lee Roy Farrell
FROM: Sheriff Mike Spanos *M.A. Spanos*
REF: Tuhaye Ranch
DATE: 12/12/00

This correspondence is submitted to affirm that the Wasatch County Sheriff's Office will provide law enforcement services to any and all citizens and visitors to Wasatch County.

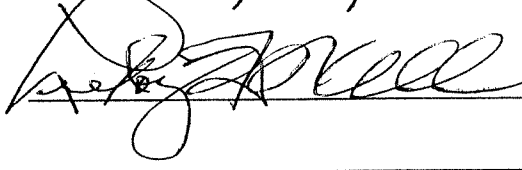
Concerning specifically the TUHAYE Ranch project and the extent of services expected or delivered will depend on considerable study of the project through planning.

E 258692 B 0628 P 0472

WASATCH COUNTY FIRE DISTRICT
25 NORTH MAIN STREET
HEBER CITY, UTAH 84032
435-940-9636

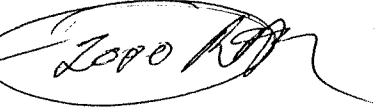
TO WHOM IT MAY CONCERN:

I/We Tukayz Ranch, the undersigned, by my/our signature, agree that I/we will comply with all the codes and standards of the Wasatch County Fire District and the Wasatch County Code and ordinances which apply to the Tukayz Ranch subdivision.



The Wasatch County Fire District will furnish fire protection to this area only when the infrastructure of the subject subdivision has been completed in accordance with the Uniform Fire Code and all other Wasatch County ordinances adopted to date.

No construction of any structure will be permitted until all the requirements of the Uniform Fire Code have been met.

DATED this 11 day of Dec, 1999 

WASATCH COUNTY FIRE INSPECTOR


_____ Fire Chief

JORDANELLE SPECIAL SERVICE DISTRICT

P.O. Box 519
10420 North Jordanelle Blvd. Ste. A
Heber City, Utah 84032

Telephone: (435) 940-9515
Facsimile: (435) 940-9632

December 12, 2000

LeeRoy Farrell
Tuhaye Ranch
P.O. Box 43
Midway, UT 84049

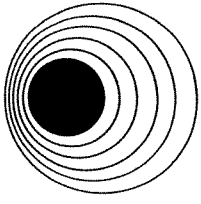
To Whom it may concern:

Jordanelle Special Service District has plans to service Tuhaye Ranch, with both water and sewer. Tuhaye Ranch has currently reserved sufficient water rights for their entire project. If you have any questions or concerns please do not hesitate to call.

Dan H. Matthews
General Manager

Dan H. Matthews /dms
DHM/dms

E 258692 B 0628 P 0474



All West

December 12, 2000

Mr. Leroy Farrell
P.O. Box 43
Midway, Utah 84049

RE: Tuhaye Ranch

Dear Mr. Farrell:

All West Communications will be able to provide all communications services to the Tuhaye Ranch Subdivision located South West of State Road 248 in Wasatch County.

Sincerely,

Jack Walkenhorst
Engineer/All West Communications

E 258692 B 0628 P 0475

.....

4115 Atkinson Avenue
P.O. Box 1508
Park City, Utah 84060

PacifiCorp -- Utah Power

December 11, 2000

Wasatch County / Community Development
Heber, Utah 84032

Re: Availability of Utilities: Tuhaye Ranches – Hwy 248 N.E. end Jordanelle

To Whom It May Concern:

We hereby propose that in accordance with Electric Service Regulations for electric service in the State of Utah under the Public Service Commission, Utah Power is prepared to provide service to your development should a "Future Developer" desire same and pay the costs of construction of facilities needed to make service available at the site.

We do not at the present time have facilities available to provide service to homes from our existing lines, however we can provide the capacity through installation and or upgrade of any necessary transmission and or distribution facilities.

Should you proceed with the project, please let me know your requirements as soon as possible so the engineering and construction can be accomplished in time to meet your schedule. We may need to have the costs for engineering paid in advance for the design of facilities.

- 1) I have not reviewed preliminary site development plans. Utah Power has building clearances that must be maintained from any transmission lines that may bisect the project. It is the customer / developers responsibility to contact the Power Company before design or construction.
- 2) Electric service will be provided under the prevailing rates and regulations, as filed with the Public Utilities Commission of Utah.
- 3) Adequate easements (front lot line only – 10' minimum will need to be provided by the developer.

E 258692 B 0628 P 0476

.....

Have a great day - Everyday!

December 11, 2000

Page 2

We will require the following to complete the design for the customer:

- 1) Customer to make application / 800-367-8490.
- 2) Provide load information (contact me if you need form).
- 3) Provide County approved site plan for project with necessary easements.
- 4) There will be monies involved.

Sincerely,



Tom Shirley
Journeyman Estimator
435-655-7812, 435-655-7830 (fax)

cc: File

E 258692 B 0628 P 0477

QUESTAR

Craig Sargent
Construction Specialist

Questar Gas Company

167 West Center Street

P.O. Box 39

Heber, UT 84032-0039

Heber Phone 435 654-6187

Park City Phone 435 549 0670 Ext 6180

Salt Lake Phone 801 324 3780 • Fax 435 654 6185

Official Natural Gas Supplier to the
2002 Olympic Winter Games



Questar Gas Company

167 West Center Street

P.O. Box 39

Heber, UT 84032-0039

Tel 435 654 3600

FILE COPY

DEC 06 2000

November 30, 2000

Re: Tuhaye Ranch

To Whom it May Concern;

Questar Gas Company is presently accepting applications for commercial and residential gas use renderable under the company's firm rate schedule. Availability of gas and acceptance of applications are subject to the Questar gas tariff, on file with the Public Service Commission of the state of Utah, as the same may be amended from time to time.

Your application specifying the exact requirements for the reference project will be considered according to the application tariffs in the "Conditions of Service", a section of the Utah Natural Gas Tariff.

We are delighted that you are considering natural gas for your development and look forward to serving your energy needs. For your convenience, I have attached my business card. If I can be of further assistance or you answer any questions you may have, please don't hesitate to call me.

Sincerely,

Craig J. Sargent
Construction Specialist
435-654-6187

E 258692 B 0628 P 0478

Official Natural Gas Supplier to the
2002 Olympic Winter Games



EXHIBIT D

TUHAYE DEVELOPMENT AGREEMENT

[Jordanelle Special Service District Agreement]

E 258692 B 0628 P 0479

EXHIBIT E

TUHAYE DEVELOPMENT AGREEMENT

[Open Space (Conservation) Easement]

E 258692 B 0628 P 0480

WHEN RECORDED, MAIL TO:

Joseph E. Tesch
TESCHGRAHAM, P.C.
P.O. Box 3390
Park City, UT 84060-3390

CONSERVATION EASEMENT

Macy THIS CONSERVATION EASEMENT is made this 29 day of May, 2003, by TUHAYE, L.L.C., a Utah limited liability company, whose mailing address is P.O. Box 4349, Park City, UT 84060 (the "Grantor") in favor of WASATCH COUNTY, a Utah governmental entity, whose mailing address is Wasatch County Administration Building, 25 North Main Street, Heber City, UT 84032 (the "County").

RECITALS:

A. Grantor owns certain real property located in Wasatch County, designated as open space on the plat for Phase I of Tuhaye Utah (the "Property") more particularly described on Exhibit A attached hereto. The Golf Course Parcels are restricted in use by the plats thereof, and are specifically excluded from this Conservation Easement.

B. The Property possesses scenic and open space values, and may be used for certain recreational purposes (collectively, "conservation values") of great importance to the people of Wasatch County and the people of the State of Utah.

C. Grantor intends that the scenic and open space values of the Property be preserved and maintained in certain areas by the continuation of existing land use patterns, including, without limitation, those existing at the time of the recording of this Easement, that do not significantly impair or interfere with those values.

D. Grantor further intends, by the recording of this Easement, to preserve and protect the scenic and open space values of the Property in perpetuity.

E. County is a governmental entity and a "qualified organization" under Section 170(h)(3) of the Internal Revenue Code for purposes of receiving tax deductible contributions of conservation easements for the purpose of the preservation, protection, or enhancement of land in its scenic and/or open space condition and, in certain cases, as improved by low impact recreational facilities.

GRANT OF EASEMENT:

E 258692 B 0628 P 0481

IN CONSIDERATION of the above and the covenants, terms, conditions, and restrictions contained herein, and pursuant to the laws of the State of Utah and in particular Utah Code Ann. § 57-18-1, et seq. (1985), with the intention of making an irrevocable easement in perpetuity, Grantor hereby grants to County a conservation easement, as hereinafter defined, (the "Easement") over and across all the Property to preserve and protect the open space and scenic values present on the Property, and shall bind Grantor and Grantor's successors in ownership and/or use of the Property forever. The Easement shall be perpetual and shall not be subject to any mortgage, lien or other encumbrance other than encumbrances of sight or record existing at the time this instrument is signed or encumbrances or rights referred to herein. The Grantor acknowledges that the requirements of Utah Code Anno. 57-18(4)(4) have been met.

1. Purpose. It is the purpose of this Easement to assure that the Property will be retained forever in its natural, scenic and open space condition and to prevent any use of the Property that will significantly impair or interfere with those conservation values of the Property. Subject to the retained right of Grantor and its successors to engage in certain construction activities, the use of the Property shall be limited to such activities as, without limitation, golf and any related golf structures as are consistent with the maintaining the scenic and open space character of the land.

2. Rights of County. To accomplish the purpose of this Easement, the following rights are granted to County by this Easement:

(a) To preserve and protect the above-stated conservation values of the Property;

(b) To enter upon the Property to inspect and enforce the rights herein granted in a manner and at any time that will not unreasonably interfere with the proper uses being made of the Property at the time of such entry and upon reasonable prior notice given by or on behalf of County to one or more of the then owners of the Property (the "Owners"), provided that no such notice shall be required where County reasonably determines that immediate entry upon the Property is essential to prevent or mitigate a significant violation of the Easement; and

(c) To enjoin any activity on or use of the Property that is inconsistent with the purpose of this Easement or which may be reasonably expected to have a significant adverse impact on the conservation interests associated with the Property, and to enforce the restoration of such areas or features of the Property that may be damaged by any such inconsistent activity or use, pursuant to Paragraph 5.

3. Permitted Uses and Practices. The following uses and practices, though not an exhaustive recital of consistent uses and practices, are consistent with the Easement, provided that each such use or practice is effected in a manner that is not inconsistent with the purpose

E 258692 B 0628 P 0482

of the Easement as specified in Paragraph 1 and that each such use or practice shall neither significantly impair the public's view of and over the Property nor, in general, result in significant injury to or the destruction of the open space conservation value of the Property:

(a) To plant and maintain native trees and bushes and grasses (and exotic species thereof if first approved in writing by County) to protect, preserve and enhance the aesthetic, wetland and wildlife habitat values of the Property;

(b) To hunt or trap animals and to control predatory or problem animals by the use of selective control measures and techniques;

(c) To remove such trees and other flora that the Owner reasonably determines to be hazardous to the uses and practices herein reserved;

(d) To build, maintain and repair fences and cattle guards reasonably appropriate for wildlife and agricultural protection purposes, for the protection of natural and planted vegetation, or for the separation of areas on which buildings are located;

(e) To use the Property for commercial or noncommercial photography consistent with the purpose of the Easement;

(f) To construct and maintain natural and man-made ponds; and

(g) To construct cart paths, trails, and related trail features, equestrian features related informational signs not containing advertising and other improvements with minimal visual impact on the scenic quality of the Property as permitted by Paragraph 6;

(h) On the golf course parcels only as shown on the recorded plat, to construct and maintain visually appealing structures and features common to a golf course and consistent with this easement and to maintain the existing golf course and structures that are in place or in progress at the time of this easement.

4. Prohibited Uses and Practices. Any activity on or use of the Property inconsistent with the scenic and open space value of the Property is prohibited unless expressly approved in this Agreement. Without limiting the generality of the foregoing, the following activities and uses are expressly prohibited:

(a) Division, subdivision or de facto subdivision (through long-term leasing or otherwise) of any parcel of the Property into more than two (2) separately owned parcels of real property intended for the construction and occupancy of a residential or commercial use; provided, however, that inclusion of portions of the Property in the open space portion of residential lots whose building areas are located outside of the Property shall not violate this prohibition;

E 258692 B 0628 P 0483

(b) Except as provided in Paragraphs 3 or 6, construction or location of any structure or other improvement except for structures or improvements which are reasonably appropriate to a use permitted under this Easement;

(c) Drilling and exploration for and extraction of oil and gas from any site on the Property;

(d) Dumping or storing of ashes, trash, garbage or junk;

(e) Manipulation or alteration of natural watercourses or riparian communities except as permitted by Paragraph 6 or as necessary for the use of the Property and then, in any event, only to the extent that such manipulation or alteration shall not result in a significant injury to or the destruction of the scenic or open space character of the Property;

(f) Burning of any materials;

(g) The use of vehicles, other than golf carts, snowmobiles and other recreational vehicles, except as may be necessary to maintain the Property and to maintain utility lines running through the Property;

(h) Hunting or trapping for any purpose other than predatory or problem animal control;

(i) Establishment or maintenance of any livestock feedlots (but not prohibiting livestock grazing);

(j) Any industrial use not expressly permitted;

(k) Advertising of any kind or nature on the Property (but not prohibiting informational signage); and

(l) All other uses and practices inconsistent with and significantly detrimental to the stated objectives and purpose of the Easement.

5. Enforcement of Easement.

(a) All Owners of the Property shall notify County in writing before exercising any right reserved by Grantor, expressly or impliedly, with respect to the Property, the exercise of which may have a significant adverse impact on any of the above-specified conservation interests associated with the Property. The notice shall inform County of all aspects of the proposed activity including, but not limited to, the nature, sitting, magnitude, and anticipated effect of the proposed activity or use with respect to the purpose of the Easement. Such notice shall be sent as provided below.

E 258692 B 0628 P 0484

(b) County shall have sixty (60) days from the mailing of such notice to review the proposed activity and notify the other of any objections thereto. Such objections, if any, shall be based upon County's opinion that the proposed activity is inconsistent with this instrument, and shall inform the Owners of the manner, if any, in which the proposed activity can be modified to be consistent with the terms thereof. County shall have the right to prevent any proposed activity which is incompatible with the purpose or intent of this instrument or with the authorized uses or prohibitions specified herein.

(c) Any violation of the Easement shall be subject to termination through injunctive proceedings with the imposition of temporary restraining orders or through any other legal means, it being recognized that monetary damages and/or other non-injunctive relief would not adequately remedy the violation of the covenants and restrictions of the Easement. In addition, subject to the provisions of Paragraph 6, County shall have the right to enforce the restoration of the portions of the Property affected by activities in violation of the Easement to the condition which existed at the time of the signing of this instrument.

(d) Failure by County to exercise its rights under this instrument in the event of any breach by the Owners shall not be deemed or construed to be a waiver of County's rights hereunder as to that breach or any subsequent breach.

6. Permitted Construction and Maintenance Activities. Grantor hereby reserves the right to enter upon the Property to conduct the following activities:

(a) Construction of watercourses and the change of certain portions of the Property to the extent approved or required by the Army Corps of Engineers through a 404 Permit applicable to the Property in mitigation of the impacts of other construction on nearby wetland areas and the construction of ponds;

(b) Construction, installation, maintenance and operation of underground utilities and any related above surface structures or other similar utility improvements in such locations as grantor or its successors have reserved or may reserve on the recorded Subdivision plat or in an easement or deed affecting the Property and recorded subsequent to this Easement.

(c) Construction and maintenance of roads, cart paths and recreational trails (together with related landscaping and irrigation) over portions of the Property as shown on any recorded plat or document affecting the Property or as approved by County.

(d) Construction and maintenance of the golf facilities and recreational improvements with minimal visual impact on the scenic quality of the Property. Such improvements may include structures such as but not limited to golf clubhouses, restrooms or other golf related amenities to be used for recreational purposes and not for housing purposes.

Further, this Easement is subject to the rights of Wasatch County or other related

E 258692 B 0628 P 0485

agency or utility to enter upon the Property for the construction, installation, operation and maintenance of subsurface utilities and related above surface facilities such as well houses.

7. Transfer of Easement. If County determines that it no longer is able to enforce its rights under this instrument or that it no longer desires to enforce the rights, or desires to assign enforcement rights to a qualified organization under Section 170(h)(3) of the Code or a comparable provision in any subsequent revision of the Code, County shall with the consent of the Grantor (which shall not be unreasonably denied) be entitled to convey in whole or in part all its rights under this instrument and deliver a copy of this instrument to an organization designated by County and described in or contemplated by Section 170(h)(3) of the Code or the comparable provision in any subsequent revision of the Code to ensure that the Easement is enforced. Furthermore, County is hereby expressly prohibited from subsequently transferring the Easement, whether or not for consideration, unless (a) County, as a condition of the subsequent transfer, requires that the conservation purposes which the Easement is intended to advance continue to be carried out and (b) the transferee is an organization qualifying at the time of the transfer as an eligible donee under Section 170(h)(3) of the Code (or the comparable provision in any subsequent revision of the Code and regulations promulgated thereunder.)

8. Termination of the Easement. The fact that County or its successor may have title to the Property and therefore may become an Owner for purposes of this Easement shall not cause a termination of this Easement by operation of the doctrine of merger or otherwise. County shall not voluntarily or willingly allow the termination of any of the restrictions of this instrument, and if any or all of the restrictions of the Easement are nevertheless terminated by a judicial or other governmental proceeding, any and all compensation received by County as a result of the termination shall be used by County in a manner consistent with the conservation purposes of the Easement.

9. Access. No right of access by the general public to any portion of the Property is conveyed by this Easement.

10. Subsequent Transfers. The Owners shall incorporate the terms of this Easement in any deed or other legal instrument by which they divest themselves of any interest in all or a portion of the Property, including, without limitation, a leasehold interest. The failure of the Owners to perform any act required by this Paragraph shall not impair the validity of this Easement or limit its enforceability in any way. Upon conveyance of title to the Property, the Owners shall be released from their obligations under this Easement.

11. Notices. Any notice, demand, request, consent, approval, or communication shall be in writing and served personally or sent by registered or certified mail, postage prepaid, return receipt requested, addressed to the following:

To County: AL MICKELSEN
 Director

E 258692 B 0628 P 0486

Wasatch County Administration Building
25 North Main Street
Heber City, UT 84032

With Copies to:

DEREK P. PULLAN
Wasatch County Attorney
805 West 100 South
Heber City, UT 84032

or to such other address as County from time to time shall designate by written notice to the current Owner of record of the Property. The required address for notice to the Owner shall be the address of the most recent grantee of title to the Property as shown on the tax records of Wasatch County, or to such other address as the current Owner from time to time shall designate by written notice to County.

12. Recordation. County shall record this instrument in timely fashion in the official records of Wasatch County, Utah and may re-record it at any time as may be required to preserve its rights in this Easement.

13. General Provisions.

(a) Controlling Law. The interpretation and performance of this Easement shall be governed by the laws of the State of Utah.

(b) Construction. Any general rule of construction to the contrary notwithstanding, this Easement shall be liberally construed in favor of the Easement to effect the purpose of this Easement and the policy and purpose of Utah Code Ann. § 57-18-1 et seq. (1985) and related provisions. If any provision in this instrument is found to be ambiguous, an interpretation consistent with the purpose of this Easement that would render the provision valid shall be favored over any interpretation that would render it invalid.

(c) Severability. If any provision of this Easement, or the application thereof to any person or circumstance, is found to be invalid, the remainder of the provisions of this Easement, or the application of such provision to persons or circumstances other than those as to which it is found to be invalid, as the case may be, shall not be affected thereby.

(d) Joint Obligation. Subject to the provisions of paragraph 10, the obligations imposed by this Easement upon any Owners shall be joint and several.

(e) Successors. The covenants, terms, conditions, and restrictions of this Easement shall be binding upon, and inure to the benefit of, County, subsequent Owners of the Property, and their respective personal representatives, heirs, successors, and assigns, and

E 258692 B 0628 P 0487

shall continue as a servitude running in perpetuity with the Property.

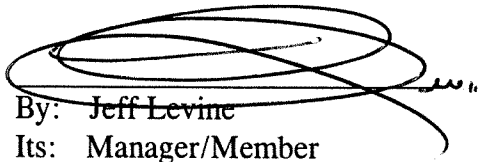
(f) Captions. The captions in this instrument have been inserted solely for convenience of reference and are not a part of this instrument and shall have no effect upon construction or interpretation.

E 258692 B 0628 P 0488

IN WITNESS WHEREOF Grantor has executed this instrument on the day and year first above written.


GRANTOR: TUHAYE, L.L.C., a Utah limited liability company

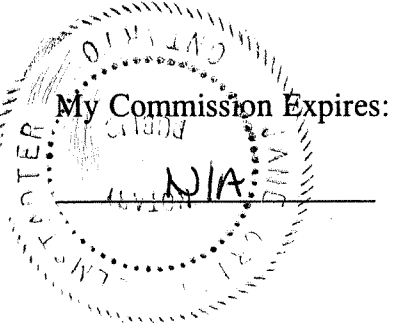
TUHAYE LLC
 By TALISKER INVESTMENTS (U.S.) INC.
 a Utah corporation and
 Manager of Tuhaye LLC


 By: Jeff Levine
 Its: Manager/Member

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

The foregoing instrument was acknowledged before me on the 21st day of May, 2003, by Jeff Levine, Manager/Member of TUHAYE LLC by TALISKER INVESTMENTS (U.S.) INC. a Utah corporation and Manager of Tuhaye LLC.


 NOTARY PUBLIC Jane C Helmstadter
 Residing at: Richmond Hill, Ontario



E 258692 B 0628 P 0489

S-21324

SCHEDULE A, Paragraph 5, Continued

AND TOGETHER WITH

Golf Course Open Space Parcel 1, Clubhouse Complex:

BEGINNING at a point of curvature of a 736.00-foot radius curve to the left, the center of which bears North 59°15'04" East, said point being South 00°06'38" West 1929.99 feet and East 1294.30 feet from the West Quarter Corner of Section 22, Township 2 South Range 5 East, Salt Lake Base and Meridian (Basis of Bearing being South 00°06'38" West 2456.48 feet from said West Quarter Corner to the Southwest Corner of said Section 22, both being found monuments); and running thence Southeasterly along the arc of said curve 5773.28 feet through a central angle of 44°37'43"; thence South 14°37'21" West 279.91 feet; thence South 89°05'51" West 186.61 feet; thence South 24°55'23" West 172.36 feet; thence North 65°04'37" West 540.00 feet; thence North 24°55'23" East 482.46 feet; thence North 59°15'04" East 197.29 feet to the point of BEGINNING.

AND TOGETHER WITH

Golf Course Open Space Parcel 2, Holes 1 through 11 and 18:

BEGINNING at a point South 00°06'38" West 560.84 feet from the West Quarter Corner of Section 22, Township 2 South Range 5 East, Salt Lake Base and Meridian (Basis of Bearing being South 00°06'38" West 2456.48 feet from said West Quarter Corner to the Southwest Corner of said Section 22, both being found monuments); and running thence North 83°04'19" East 596.14 feet; thence North 84°33'58" East 221.52 feet; thence North 39°26'29" East 93.47 feet to a non-tangent point of curvature of a 530.00-foot radius curve to the left, the center of which bears North 39°26'29" East; thence Southeasterly along the arc of said curve 66.60 feet through a central angle of 7°11'57"; thence South 57°45'28" East 122.50 feet to a point of curvature of a 15.50-foot radius curve to the right, the center of which bears South 32°14'32" West; thence Southerly along the arc of said curve 25.78 feet through a central angle of 95°17'51" to a point of compound curvature of a 244.00-foot radius curve to the right, the center of which bears North 52°27'38" West; thence Southwesterly along the arc of said curve 16.00 feet through a central angle of 3°45'25"; thence South 41°17'50" West 31.31 feet; thence South 37°51'49" West 100.18 feet; thence South 41°17'50" West 237.11 feet to a point of curvature of a 305.00-foot radius curve to the left, the center of which bears South 48°42'10" East; thence Southwesterly along the arc of said curve 85.05 feet through a central angle of 15°58'35"; thence South 67°08'22" West 284.96 feet; thence South 32°02'14" East 1219.23 feet; thence South 24°55'23" West 482.46 feet; thence South 65°04'37" East 540.00 feet; thence North 24°55'23" East 172.36 feet; thence North 89°05'51" East 966.71 feet; thence South 76°58'56" East 549.17 feet; thence North 74°20'53" East 1229.27 feet to a non-tangent point of curvature of a 1470.00-foot radius curve to the right, the center of which bears South 33°46'04" West; thence Southeasterly along the arc of said curve 160.86 feet through a central angle of 6°16'11"; thence South 49°57'44" East 278.62 feet to a point of curvature of a 170.00-foot radius curve to the right, the center of which bears South 40°02'16" West; thence Southerly along the arc of said curve 384.32 feet through a central angle of 129°31'48"; thence North 51°09'02" West 399.21 feet; thence South 83°56'10" West 862.39 feet; thence South 37°52'42" West

(Continued)

E 258692 B 0628 P 0490

S-21324

SCHEDULE A, Paragraph 5, Continued

276.01 feet; thence South 81°39'34" West 152.99 feet; thence South 42°45'27" West 249.52 feet; thence North 86°44'51" West 978.72 feet; thence South 81°07'31" West 749.79 feet; thence South 66°17'52" West 72.17 feet; thence South 39°42'06" West 195.47 feet; thence South 25°33'00" West 288.76 feet; thence South 26°38'31" East 103.99 feet; thence South 63°21'29" West 290.07 feet; thence North 08°44'48" East 586.43 feet; thence North 03°18'26" East 118.14 feet; thence North 53°53'16" West 92.67 feet; thence North 69°13'25" West 153.09 feet; thence North 87°43'38" West 78.25 feet; thence South 40°20'56" West 460.99 feet; thence South 55°33'53" West 404.43 feet; thence South 48°38'11" East 565.88 feet; thence South 10°13'33" East 113.24 feet to a non-tangent point of curvature of a 205.00-foot radius curve to the left, the center of which bears South 17°13'50" East; thence Westerly along the arc of said curve 27.32 feet through a central angle of 7°38'11"; thence South 65°07'59" West 100.00 feet to a point of curvature of a 145.00-foot radius curve to the right, the center of which bears North 24°52'01" West; thence Westerly along the arc of said curve 104.43 feet through a central angle of 41°15'58"; thence North 73°36'03" West 350.54 feet to a point of curvature of a 470.00-foot radius curve to the right; the center of which bears North 16°23'57" East; thence Northwesterly along the arc of said curve 139.01 feet through a central angle of 16°56'48"; thence North 56°39'15" West 505.83 feet; thence North 52°37'18" East 357.70 feet; thence North 55°33'53" East 631.63 feet; thence North 49°55'52" East 568.08 feet; thence North 44°07'39" West 307.89 feet; thence North 25°18'12" West 433.55 feet; thence South 80°01'42" West 260.24 feet; thence South 03°26'32" West 444.88 feet; thence South 53°15'27" West 80.27 feet; thence North 77°25'41" West 300.48 feet; thence North 40°11'26" West 101.07 feet; thence North 02°57'11" West 580.82 feet; thence North 11°15'28" West 298.82 feet; thence North 71°19'25" West 100.86 feet to a non-tangent point of curvature of a 255.00-foot curve to the left, the center of which bears North 71°19'25" West; thence Northerly along the arc of said curve 208.35 feet through a central angle of 46°48'47"; thence North 28°08'12" West 199.73 feet to a point of curvature of a 195.00-foot radius curve to the right; the center of which bears North 61°51'48" East; thence Northerly along the arc of said curve 227.48 feet through a central angle of 66°50'23"; thence North 38°42'11" East 102.75 feet to a point of curvature of a 255.00-foot radius curve to the left, the center of which bears North 51°17'49" West; thence Northerly along the arc of said curve 65.89 feet through the central angle of 14°48'15"; thence South 66°06'04" East 210.00 feet; thence North 15°36'37" East 125.59 feet; thence North 44°03'18" West 164.35 feet; thence South 82°35'16" West 93.37 feet; thence North 08°42'58" West 334.04 feet; thence North 60°05'47" East 362.86 feet; thence South 52°28'22" East 16.85 feet to a point of curvature of a 205.00-foot radius curve to the left, the center of which bears North 37°31'38" East; thence Southeasterly along the arc of said curve 82.69 feet through a central angle of 23°06'35"; thence South 02°36'20" West 202.86 feet; thence South 87°23'40" East 473.53; thence North 83°04'19" East 174.57 feet to the point of BEGINNING.

(Continued)

E 258692 B 0628 P 0491

S-21324

SCHEDULE A, Paragraph 5, Continued

AND TOGETHER WITH

Golf Course Open Space Parcel 3, Holes 1, 2 and 15 through 17:
BEGINNING at a point South 00°06'26" West 275.04 feet from the Northwest Corner of Section 26, Township 2 South Range 5 East, Salt Lake Base and Meridian (Basis of Bearing being South 00°06'26" West 2602.91 feet between said Northwest Corner and the West Quarter Corner of said Section 26, both being found monuments); and running thence South 76°07'24" East 415.99 feet; thence South 30°16'41" East 272.75 feet; thence North 56°37'28" East 119.05 feet to a non-tangent point of curvature of a 230.00-foot radius curve to the left, the center of which bears South 67°50'12" East; thence Southeasterly along the arc of said curve 279.99 feet through a central angle of 69°44'52"; thence South 47°35'04" East 122.32 feet; thence South 42°24'56" West 70.11 feet; thence South 14°12'39" East 239.76 feet; thence South 04°57'50" West 262.07 feet; thence North 81°28'24" East 424.83 feet; thence South 77°10'31" East 903.82 feet; thence North 44°06'08" East 115.11 feet; thence South 45°53'52" East 101.11 feet; thence South 44°06'08" West 208.45 feet; thence South 11°11'02" West 181.97 feet; thence South 80°44'09" West 75.55 feet; thence North 62°13'31" West 96.72 feet; thence South 74°20'45" West 80.58 feet; thence North 66°48'33" West 510.54 feet; thence South 89°01'36" West 162.97 feet; thence South 81°38'52" West 361.87 feet; thence North 58°04'26" West 771.47 feet; thence South 84°16'48" West 336.26 feet; thence North 83°29'20" West 523.62 feet; thence South 88°50'30" West 892.14 feet; thence North 06°15'29" West 122.46 feet to a point of curvature of a 200.00-foot radius curve to the left, the center of which bears South 83°44'31" West; thence Northwesterly along the arc of said curve 262.26 feet through a central angle of 75°07'52"; thence North 81°23'21" West 46.04 feet to a point of curvature of a 15.50-foot radius curve to the right; the center of which bears North 08°36'39" East; thence Northwesterly along the arc of said curve 27.05 feet through a central angle of 100°00'00"; thence North 18°36'39" East 64.85 feet to a point of curvature of a 145.00-foot radius curve to the right, the center of which bears South 71°23'21" East; thence Northeasterly along the arc of said curve 114.32 feet through a central angle of 45°10'16"; thence North 63°46'55" East 100.00 feet to a point of curvature of a 430.00-foot radius curve to the left, the center of which bears North 26°13'05" West; thence Northeasterly along the arc of said curve 169.33 feet through a central angle of 22°33'45"; thence South 61°20'27" East 632.65 feet; thence North 39°46'44" East 247.63 feet; thence North 83°53'28" East 87.17 feet; thence South 75°21'15" East 719.80 feet; thence South 83°08'33" East 431.62 feet; thence North 28°53'17" West 461.29 feet; thence North 68°19'52" West 956.14 feet to a non-tangent point of curvature of a 230.00-foot radius curve to the left, the center of which bears North 81°07'09" West; thence Northerly along the arc of said curve 58.09 feet through a central angle of 14°28'12" to a point of reverse curvature of a 15.50-foot radius curve to the right, the center of which bears North 84°24'39" East; thence Northeasterly along the arc of said curve 21.46 feet through a central angle of 79°19'09"; thence North 73°43'48" East 175.97 feet; thence South 76°07'24" East 520.55 feet to the point of BEGINNING.

(Continued)

E 258692 B 0628 P 0492

S-21324

SCHEDULE A, Paragraph 5, Continued

AND TOGETHER WITH

Golf Course Open Space Parcel 4, Hole 13:

BEGINNING at a point of curvature of a 310.00-foot radius curve to the right, the center of which bears South 70°37'35" West, said point being South 00°15'46" West 688.97 feet and West 90.29 feet from the North Quarter Corner of Section 26, Township 2 South Range 5 East, Salt Lake Base and Meridian (basis of bearing being South 00°15'46" West 5361.82 feet from the North Quarter Corner to the South Quarter Corner of said Section 26); and running thence Southerly along the arc of said curve 313.15 feet through a central angle of 57°52'38"; thence North 80°15'43" West 970.30 feet; thence North 86°29'20" West 884.86 feet to a non-tangent point of curvature of a 170.00-foot radius curve to the right, the center of which bears North 53°38'48" East; thence Northerly along the arc of said curve 173.62 feet through a central angle of 58°31'00"; thence North 84°59'34" East 930.85 feet; thence South 80°15'43" East 996.96 feet to the point of BEGINNING.

(Continued)

E 258692 B 0628 P 0493

S-21324

SCHEDULE A, Paragraph 5, Continued

AND TOGETHER WITH

Golf Course Open Space Parcel 5, Hole 14:

BEGINNING at a point South 00°15'46" West 844.43 feet from the North Quarter Corner of Section 26, Township 2 South Range 5 East, Salt Lake Base and Meridian (basis of bearing being South 00°15'46" West 5361.82 feet from the North Quarter Corner to the South Quarter Corner of said Section 26); and running thence South 00°15'46" West 512.98 feet; thence North 89°45'22" West 127.54 feet; thence South 00°50'51" West 291.78 feet; thence South 85°42'21" West 2.70 feet to a point of curvature of a 370.00-foot radius curve to the right, the center of which bears North 04°17'39" West; thence Westerly along the arc of said curve 312.53 feet through a central angle of 48°23'47"; thence North 45°53'52" West 68.02 feet; thence North 31°44'04" East 442.56 feet to a non-tangent point of curvature of a 360.00-foot radius curve to the left, the center of which bears North 23°33'12" West; thence Northeasterly along the arc of said curve 364.80 feet through a central angle of 58°03'37"; thence South 89°44'14" East 25.87 feet to the point of BEGINNING.

AND TOGETHER WITH

Golf Course Parcel 6, Maintenance Facility:

BEGINNING at a point South 00°15'46" West 1708.85 feet and West 131.13 feet from the North Quarter Corner of Section 26, Township 2 South Range 5 East, Salt Lake Base and Meridian (basis of bearing being South 00°15'46" West 5361.82 feet from the North Quarter Corner to the South Quarter Corner of said Section 26); and running thence South 00°50'51" West 258.50 feet; thence South 84°26'21" West 193.35 feet; thence North 62°33'34" West 137.23 feet; thence South 72°04'16" West 143.30 feet; thence North 47°32'25" West 74.18 feet; thence North 11°11'02" East 181.97 feet; thence North 44°06'08" East 208.45 feet to a non-tangent point of curvature of a 430.00-foot radius curve to the left, the center of which bears North 44°06'08" East; thence Easterly along the arc of said curve 360.51 feet through a central angle of 48°02'13" to the point of BEGINNING.

AND TOGETHER WITH that certain "Easement Agreement for Roadway and Utilities", recorded on April 29, 2002 as Entry No. 244333 Book 0557, Pages 0369 through 0392 in the Office of the Wasatch County Recorder, Heber, Utah.

+++

E 258692 B 0628 P 0494

EXHIBIT F

TUHAYE DEVELOPMENT AGREEMENT

[Trail Plan]

E 258692 B 0628 P 0495



M O U N T A I N L A N D
ASSOCIATION OF GOVERNMENTS
Serving Summit, Utah and Wasatch Cities & Counties

Mr. Al Mickelsen, Director
Wasatch County Planning
25 North Main Street
Heber City, Utah 84032

September 25, 2002

RE: Tuhaye Ranch, Golf Course Community

Dear Mr. Mickelsen,

I have reviewed the trail plan for Tuhaye Ranch submitted to Wasatch County Planning Office August 8, 2002 and have prepared the following update and recommendations.

Because the required public trails are located in Summit County, I am currently working with Jennifer Strader in the Summit County Planning Department to coordinate the conditional use permit (CUP) that will be required to construct the trails. There are two primary issues for Summit County; constructing the trails to Wasatch County Trail Standards; and having assurance that Wasatch County will include perpetual maintenance by the homeowners association as a condition of the Development Agreement. We have tentatively scheduled this item on the Eastern Summit Planning Commission agenda for October 17, 2002. We will be presenting the commissioners a trail plan for roughly 5 miles of 4-foot wide natural surface trail not requiring any water or wetland crossings. On the issue of a trailhead and its location, we are allowing the developer to coordinate this feature with the other adjacent landowners. Of course it is conceivable the planning commission may have other concerns or issues.

The developers and I have had numerous discussions and meetings regarding the location and function of the trails system and I am very encouraged with the progress we have made. It is my understanding that the trails located in Summit County will be built according to the plans submitted August 8, 2002 as a component of Tuhaye Ranch's phase one approval by Wasatch County. Subsequent phases will require further analysis of the trail system in order to address ingress/egress issues, public access, and trail design in conjunction with development of the Tuhaye project and adjacent Jordanelle Basin landowners.

E 258692 B 0628 P 0496



M O U N T A I N L A N D
ASSOCIATION OF GOVERNMENTS
Serving Summit, Utah and Wasatch Cities & Counties

Mr. Al Mickelsen, Director
Wasatch County Planning
25 North Main Street
Heber City, Utah 84032

October 23, 2002

RE: Follow-Up to Letter Dated 9/25/02

Dear Mr. Mickelsen,

I have met with Leroy Farrell on two occasions since the past dated September 25, 2002 letter.

The agreement we have reached will allow the development of the public trail (est. 2 miles) near the ridgeline located in Summit County, anticipating a conditional use approval from the Eastern Summit County Planning Commission. Should approval be denied by the planning commission, the phase I public trail will be located along the Western property boundary with the expectation of an east-to-west route being determined with future approvals.

Efforts will be made to negotiate with adjacent landowners to the west to locate a joint trailhead facility that will benefit all development occurring in this general area.

Please contact me for further comment as necessary.

Best regards,,

Trish Murphy
Trails Planner

E 258692 B 0628 P 0497

CC: Jennifer Strader, *Summit County*
Leroy Farrell, *Tuhaye Ranch*
Jeff Graham, *Jack Johnson Company*



M O U N T A I N L A N D

ASSOCIATION OF GOVERNMENTS

Serving Summit, Utah and Wasatch Cities & Counties

I feel it is important to emphasize that any changes to the current submittal will require additional review by Summit County and myself. In the event that the Eastern Summit Planning Commission denies the CUP, Wasatch County and the Talisker group will need to revisit the location of the public trails within the development parcel located in Wasatch County.

Sincerely,

Trish Murphy
Trails Planner

CC: Jennifer Strader, *Summit County*
Leroy Farrell, *Tuhaye Ranch*
Jeff Graham, *Jack Johnson Company*

E 258692 B 0628 P 0498



MOUNTAINLAND

ASSOCIATION OF GOVERNMENTS

Serving Summit, Utah and Wasatch Cities & Counties

Mr. Al Mickelsen, Director
Wasatch County Planning
25 North Main Street
Heber City, Utah 84032

October 23, 2002

RE: Follow-Up to Letter Dated 9/25/02

Dear Mr. Mickelsen,

I have met with Leroy Farrell on two occasions since the past dated September 25, 2002 letter.

The agreement we have reached will allow the development of the public trail (est. 2 miles) near the ridgeline located in Summit County, anticipating a conditional use approval from the Eastern Summit County Planning Commission. Should approval be denied by the planning commission, the phase I public trail will be located along the Western property boundary with the expectation of an east-to-west route being determined with future approvals.

Efforts will be made to negotiate with adjacent landowners to the west to locate a joint trailhead facility that will benefit all development occurring in this general area.

Please contact me for further comment as necessary.

Best regards,,

Trish Murphy
Trails Planner

E 258692 B 0628 P 0499

CC: Jennifer Strader, *Summit County*
Leroy Farrell, *Tuhaye Ranch*
Jeff Graham, *Jack Johnson Company*



MOUNTAINLAND

ASSOCIATION OF GOVERNMENTS

Serving Summit, Utah and Wasatch Cities & Counties

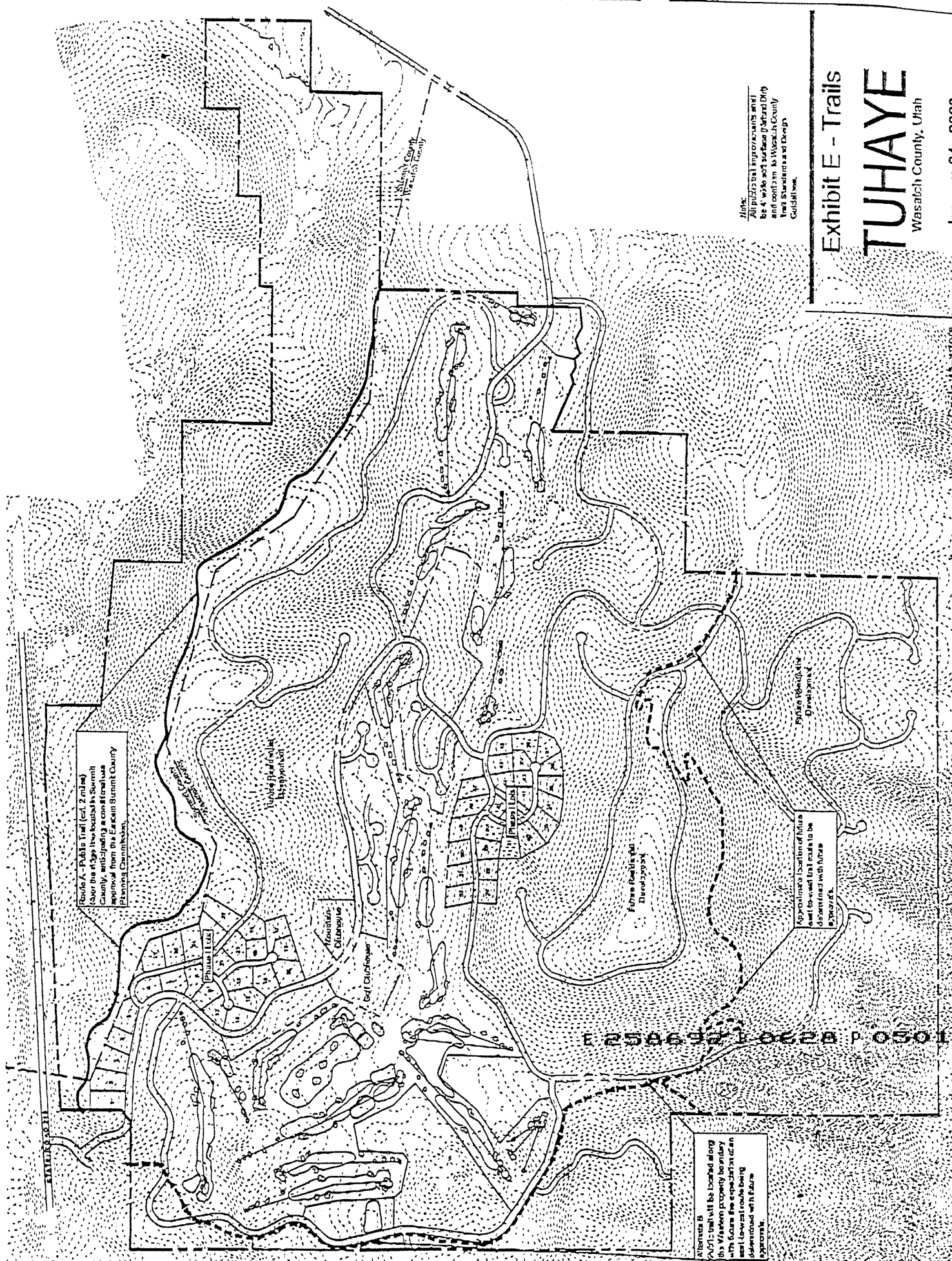
I feel it is important to emphasize that any changes to the current submittal will require additional review by Summit County and myself. In the event that the Eastern Summit Planning Commission denies the CUP, Wasatch County and the Talisker group will need to revisit the location of the public trails within the development parcel located in Wasatch County.

Sincerely,

Trish Murphy
Trails Planner

CC: Jennifer Strader, *Summit County*
Leroy Farrell, *Tuhaye Ranch*
Jeff Graham, *Jack Johnson Company*

E 258692 B 0628 P 0500



Ridge Trail (alt. 2 miles)
 Over the ridge located in Summit County, and is being a conditional use approval from the Escalante Summit County Planning Commission.

Approximate location of future well to-well trail route to be determined with future property.

Alternative B
 This trail will be located along the Wasatch property boundary with future the easement or an easement route being identified with future property.

Notes:
 All trails are proposed and to be 4' wide and surface material 1/2" and compact to Wasatch County Trail Standards and Design Guidelines.

Exhibit E - Trails
TUHAYE
 Wasatch County, Utah

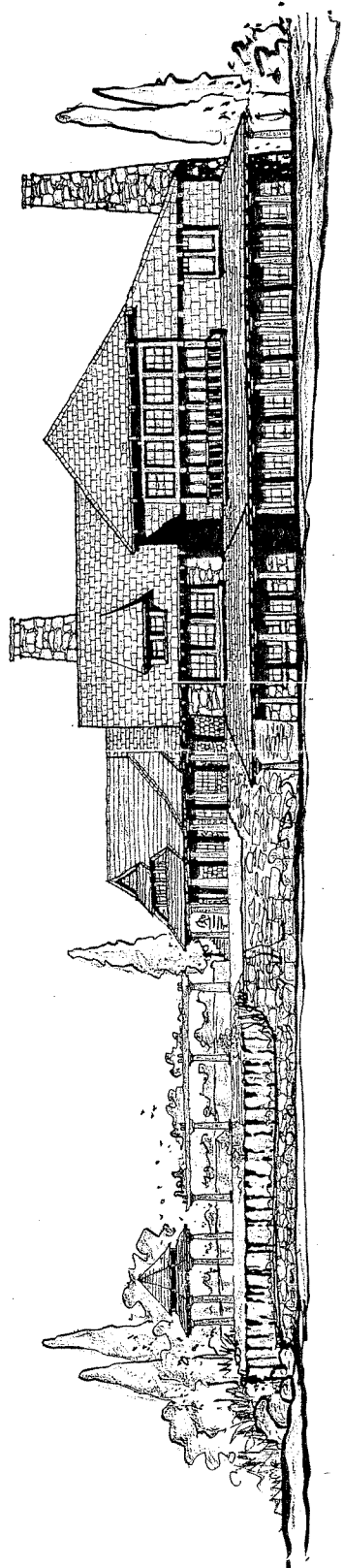
January 24, 2002

Scale: 1" = 120'

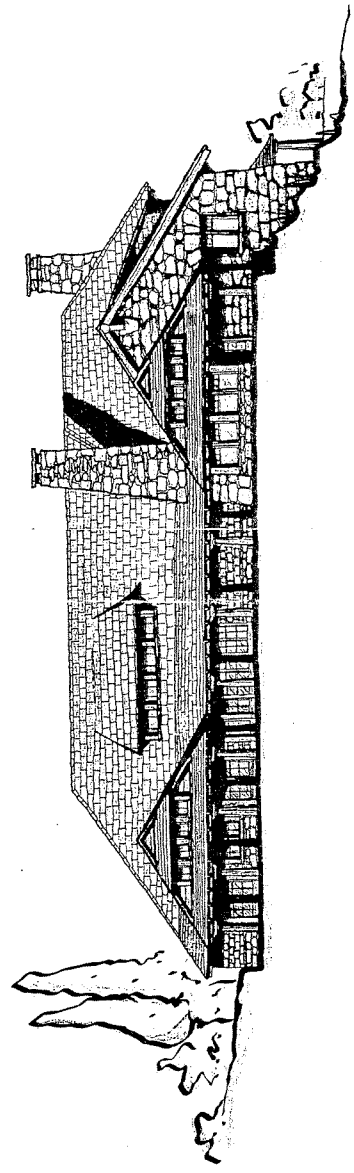
EXHIBIT G

TUHAYE DEVELOPMENT AGREEMENT
[Architectural Renderings]

E 258692 B 0628 P 0502



SOUTH ELEVATION

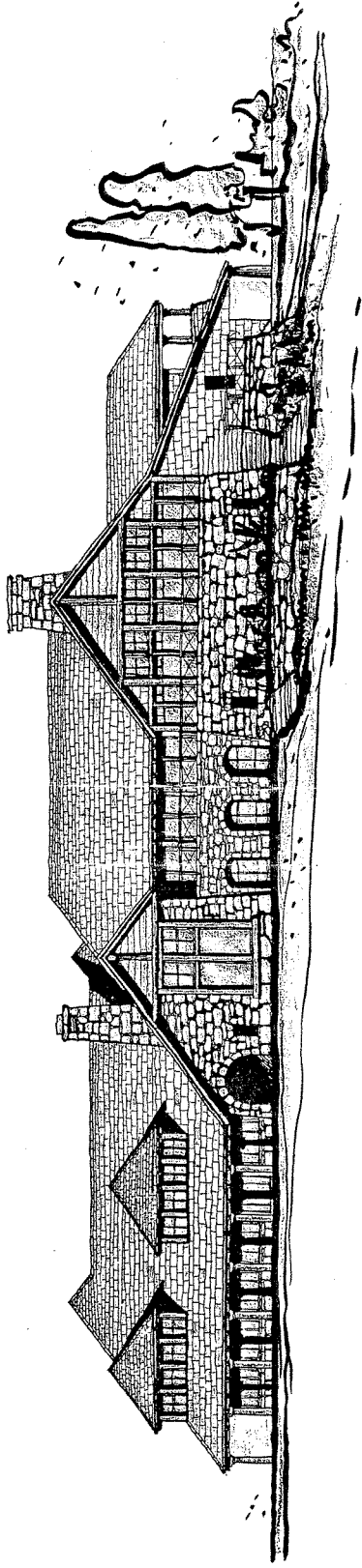


WEST ELEVATION

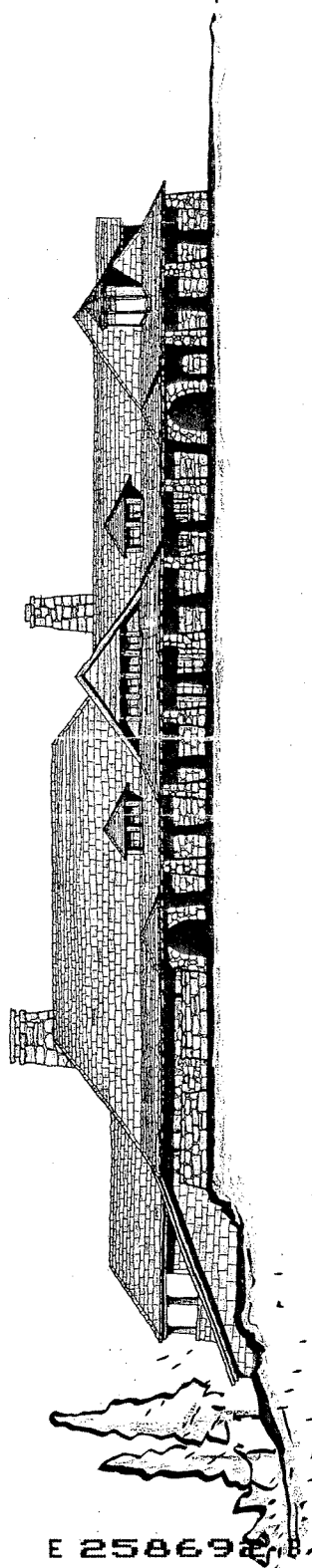
TUHA YE
DECEMBER 12, 2005
SCALE: 1/8" = 1'-0"

MOUNTAIN CLUB
ELEVATIONS
WASATCH COUNTY, UTAH
ROBERT A.M. STERN ARCHITECTS
TALISKER CORPORATION

E 258692 B 0628 P 050 B



SOUTH ELEVATION



NORTH ELEVATION

TUHAYE
DECEMBER 13, 2005
SCALE: 1/8" = 1'-0"



GOLF CLUBHOUSE
ELEVATIONS
WASATCH COUNTY, UTAH

ROBERT A. M. STERN ARCHITECTS
TALISKER CORPORATION

E 258692 0628 P 0504

1. Commercial Buildings include lodge and clubhouse structures that support recreation activity at Tuhaye. These buildings will carefully respond to neighboring buildings and streetscape, creating a structure that embodies the massing, proportions, scale and exterior space of Mountain West public buildings.

The massing of recreation support buildings should respond to the internal and exterior functions of the building. Building masses that are public will open onto either a street or a plaza. The mass of these buildings should create an appealing form through changes in heights and forms that step back from the street or plaza, allowing sun into the space and views out. These changes will also create variation, which will add life and vitality to the public spaces by creating smaller elements that provide a human scale.

Building masses that primarily face natural surroundings should respond to the scale of nature. The mountain, long range vistas, and boulders are all natural elements creating a scale that is larger than what will be found on the public side. These masses should vary in height and form also, but in larger increments. These changes could also be more irregular, relating primarily to the shapes of the surrounding natural elements. By responding subtly to the different scales affecting the recreation support buildings, the buildings that are created will provide exterior spaces having a sense of place and at the same time a perception of entry or arrival.

2. Multi-Family Buildings have the unique opportunity to create dual identities. The identity of the individual home and the identity of a composition of building elements that create a larger structure. This building type should present the assemblage of building elements and forms in a way that responds to a street or public way. Creating active and engaging public spaces. Frequently the location of multi-family buildings will define the edge of a natural recreation space. Typically the natural recreation spaces are adjacent to the private sides of the building. The buildings will grow from the site, creating outdoor spaces private to the residence that have the opportunity to interact with the natural recreation land in many different capacities.

3. Single-Family Buildings should respond directly to the site, projecting an image of growing naturally from the site, of substance and of timelessness. At the same time the buildings should be welcoming and inviting to the user. The guiding philosophy of single-family buildings at Tuhaye Ranch should be the assemblage of building forms and elements around a identifiable dominant form. The use of exterior walls that create outdoor spaces and tie the building to the site is strongly encouraged. These buildings should develop a unique character while maintaining

a direct link to the other Tuhaye Ranch structures through the use and application of materials and design elements.

D. Secondary Building Elements

1. Colors in general, shall be subdued, warm colors for large field applications, allowing the buildings to recede into the site. Richer colors will be reserved for trim and accents. The color of exterior materials, whether applied or innate, should appear natural, rather than manmade or synthetic. Discrete application of accent colors will enliven and enhance the overall design of the buildings.

2. Entries are elements that make a significant impact on the character of a building and are generally the first tactile experience a person has when entering a building. As such, great care should be taken in developing an entry and the door associated with it. An entry should capture the character of the entire building yet be easily identifiable.

In residential buildings, careful consideration should be given to the material and detail of the garage door. The use of materials such as iron banding, raised panels and wood siding can help to integrate the door with the adjacent materials of the building. Garage doors must be set a minimum of 18" deep into the wall surface.

3. Windows of a building are an important part of its overall visual impact and should be carefully proportioned and detailed. Location, type, and size should be considered and recessed in the wall surface of stone or adobe to accentuate the appearance of wall depth. Openings should be grouped to express the organization of the building and the proportions should be studied carefully to provide an attractive, well-proportioned mass. The style of windows should include divided lights and allows for larger panes. Window materials may be wood, steel and aluminum in natural finishes.

4. Roof Shape is an important element in the organization of building massing and in developing the relationship of the buildings to their surroundings. Roof shape will be considered carefully to prevent the roofscape from dominating the architecture of the project. Roof designs should be functional and provide visual order to buildings. A predominate single roof shape will define the primary building form. Roof ridge alignments will consider primary views from the building and the visual impact of the form to the surrounding site. Gable, intersecting gables, partial hip and full hip roofs are acceptable. Flat roofs will be allowed as ancillary or secondary

roofs for sub-elements of the buildings but will require approval from the Design Review Committee.

5. Roof Slope is a major contributing factor in establishing the impact a roof has on a building. It is also an important functional element, creating a surface to shed or retain rain, snow, and ice. The slope of a roof will be between 4/12 and 8/12. Roofs on either side of a ridge must be the same slope, but are not required to be the same length. Significant roof overhangs will be required to protect wall surfaces and pedestrians from sun, rain, snow, and ice. Roof forms will be designed to direct shedding materials to desired locations and away from adjacent properties, walkways, plaza areas, driveways, and public decks.

6. Roof Appurtenances are functional items such as clerestories, ridge ventilators, snow and rain diverters. These items should be designed as integral parts of the roof. The Design Review Committee will not accept non-functional roof ornamentation.

7. Chimneys make a dramatic statement on any building, providing a substantial and stable appearance if properly designed. Materials such as stone and adobe are to be used and should compliment the primary finishes of the building. Back draft and spark arrestors will be required.

Exposed metal flues are not permitted. The use of prefabricated fireplaces and flues is acceptable, but will require encasing the flue in a properly proportioned, stone or adobe chimney enclosure.

8. Balconies and Railings should be simply designed, as a natural extension of the architecture, using materials that are part of the building. The design should not project from the building but be contained by it. Balconies should be designed to prevent snow accumulation and ice build-up, and located so neither snow nor ice will fall on pedestrian walkways.

9. Building Accessories such as shades, shutters, screens, bay windows, flower boxes and other items have an impact on the exterior of a building. The design of these items will be simple, functional, and well integrated with the total building.

10. Gutters and Downspouts where necessary or desired should be integrated into the design of the building. Doglegs in downspouts to bridge surface detailing will be minimized. When not concealed and where complimentary to the design of the building, downspouts may be installed in copper or other similar material and color.

11. Accessory Structures are anticipated to be significant architectural elements incorporated into the site designs. Accessory buildings or facilities such as gazebos, greenhouses, tennis courts, pools, pool and tennis houses, cabanas, hot tubs, etc., shall adhere to the Design Guidelines. It is important that the massing and scale, as well as forms, materials, and other detailing be coordinated with the main buildings.

12. Mechanical Equipment associated with a building must be fully screened and incorporated into the design. Electrical panels and meter housings will be located in enclosed cabinets or behind screen walls in such a manner as to make them virtually invisible. Window air conditioners will not be allowed and all utility connections will not be visible from the street.

13. Antennae for TV and radio and satellite dishes are allowed in accordance with the Federal Telecommunications Act and must be submitted for approval to the Design Review Committee. Satellite dishes should be limited to 36" maximum diameter wherever possible. Dishes must be adequately concealed and painted to match the adjacent surfaces.

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

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Tuhaye Ranch Architectural Design Guidelines

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Tuhaye Ranch Architectural Design Guidelines

DRAFT

A. Introduction and Design Philosophy

Tuhaye Ranch is an all season destination resort community that incorporates residential, commercial and recreation development. The objective of Tuhaye Ranch is to create a recreation based community in a mountain setting that captures the essence and spirit of the Mountain West. This will be achieved by combining historical vernacular forms in evocative ways that respond to and respect the natural environment. The assemblage of indigenous materials and traditional details will together appoint the building forms in a way that creates a rich texture and responds to human scale. This design philosophy will respect the time and place of the Tuhaye Ranch inception and existence in a way that is both familiar and inspiring

Development of the Tuhaye Ranch masterplan has resulted in a series of building types having their own distinct design requirements. Each of these building types requires a slightly different design approach. Integrated into these differences are common building elements that create a consistent language between building types, resulting in a cohesive community that enhances the natural setting.

The goal of these guidelines is not to suggest all structures at Tuhaye Ranch must be designed to look the same, but rather to encourage creativity in establishing a combination of buildings that create a unique community. This document is intended to allow room for self-expression and the latitude to create buildings that are site specific, functionally viable and superior architectural expressions.

B. Primary Building Materials and Elements

The building elements embodied in the spirit of the Mountain West are directly related to the indigenous materials and the environment. The diversity of these building elements and materials provides a full-bodied vocabulary capable of producing a wide range of architectural expressions. The following represents the materials and primary building elements used at Tuhaye Ranch.

1. Stone is a material that inherently grows from the site and has significant substance. It will be constructed in a method that expresses its mass. Acceptable stone will have reddish

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undertones and be similar to the stone found on the site. Various methods of stacking and patterns will be encouraged, allowing different expressions. Yet, the use of a specific stone type creates a community wide continuity. This type of stone grounds it to the actual site and thus ties it to the true traditions of the Mountain West. Because of the durable nature of stone the use of it can also protect the building from the extreme conditions created by ground snow accumulating against an exterior wall surface.

2. Adobe provides a traditional material that can bring rich earthtones and a mass that reinforces the solid practical character of Mountain West materials. Stucco can be used as a substitute to this material as long as the material is designed in a manner that represents the mass and color of adobe. Details such as deep inset windows and understated surfaces must be incorporated. The use of adobe may at times also break free from any roof forms and contact the sky. The use of the physical thermal mass properties of adobe is a traditional approach to moderating the harsh and extreme qualities of the Mountain West environment.

3. Wood is the lightest material in the palette and it also has the most diverse applications. As a *wall surface*, it may be applied horizontally as lap siding or vertically as board and batten siding. Openings in wood siding may be larger than in other wall surface materials and it may also be used as an infill material. Siding must be applied in a rough, rustic or even distressed manner and the finish will be stain of natural subdued hues. Wood in the form of *timbers* is encouraged to be used as supporting structural members. Rough sawn or hand hewn, rectangular cut or semi-round timbers provide detail and texture that references the heritage of Mountain West construction. *Doors, windows, trim and fascia* may also be constructed of wood. These building elements offer the opportunity to create accents, providing embellishment and texture. Stains of richer hues may be used on wood used for these building elements.

4. Wood Shakes provide a traditional Mountain West material that is rich in texture, light and durable. The nature of this material allows roof forms to create large overhangs that protect the building surfaces from the harsh realities of the high altitude sun and also from the extensive snowfalls. The use of this material can create a unique cohesiveness particularly when viewed from above. Synthetic wood shakes will also be acceptable as approved by the Design Review Committee.

C. Building Type Design Approach

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EXHIBIT H

**TUHAYE DEVELOPMENT AGREEMENT
[Landscape Plan]**

All common disturbed areas which are not hardscaped will be re-vegetated with an approved seed mix of indigenous plant species consistent with the requirements of the Wasatch Building Code from an accepted Wasatch County Building Department list. All residential and other building lots will have landscape plans as approved by the Tuhaye Architectural Committee and as required by the Wasatch County Building Department.

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