

**WHEN RECORDED RETURN TO:**

**Summit County Clerk  
Summit County Courthouse  
Coalville, Utah 84017**

00389144 5000758 Pg00035-00096  
10-18-93  
ALAN SPRIGGS, SUMMIT COUNTY RECORDER  
1993 OCT 13 08:26 AM FEE \$0.00 BY DRG  
REQUEST: SUMMIT COUNTY

**CONSENT AGREEMENT  
FOR THE JEREMY RANCH DEVELOPMENT,  
SNYDERVILLE BASIN, SUMMIT COUNTY, UTAH**

This Consent Agreement is entered into as of this 30 day of August, 1993, by and among Fourth Princess Anne Properties, Inc., a Virginia corporation, Potomac Ventures, Inc., a Utah corporation, Clubhouse Associates, Inc., a Utah corporation, Zastrop, L.C., a Utah Limited Liability Company, and Wildflower Development, Inc., a Utah corporation, the owners of the real property covered by the Jeremy Ranch Development as reflected in Exhibit A, which is attached hereto and incorporated by this reference, (hereinafter collectively referred to as "Developer"), and Summit County, a political subdivision of the State of Utah, by and through its Board of County Commissioners ("the County").

**RECITALS:**

A. Developer is the owner of the remaining undeveloped portion of approximately 1745 acres of real property located in Summit County, Utah, known as the Jeremy Ranch. On a portion of said 1745 acres, Developer or its predecessors in interest have previously platted a total of 645 single family residential lots and constructed a total of 73 multiple family residential units. On the remaining undeveloped portion of said property, the Developer has proposed the development of additional single family residential units and multi-family residential units, together with commercial and institutional uses as more fully set forth herein, the "Project," to be constructed in multiple phases.

B. There is a dispute between the parties as to whether or not the Project is exempt from the application of the standards of Summit County Ordinance No. 201, Temporary Zoning Regulation Ordinance, effective as of July 14, 1992 (the "TZRO") and Ordinance No. 204 amending the Snyderville Basin Development Code, effective as of January 14, 1993; and, without conceding or waiving their respective positions, the parties seek to settle their disputes pursuant to Section 6.4 of the Summit County Administrative Regulations, Ordinance No. 202 (the "Regulations"), which section provides for TZRO Specific Plan Development Approval, and pursuant

to § 14.1 et seq. of the Snyderville Basin Development Code Administrative Guidelines, Resolution 93-1, which provides for a vested rights determination and approval of a Consent Agreement (the "Guidelines").

C. Developer is willing to modify the design and density of the Project and to agree to certain other consideration to address Summit County issues and policies.

D. Summit County, acting pursuant to its authority under Utah Code Annotated, Section 17-27-101, et seq. and the Regulations and Guidelines, has made certain determinations with respect to the proposed Project, and, in the exercise of its legislative discretion, has elected to process the Project pursuant to the Regulations and Guidelines, resulting in the negotiation, consideration and approval of this Consent Agreement after all necessary public hearings.

**SUMMIT COUNTY AND THE DEVELOPER HEREBY AGREE AS  
FOLLOWS:**

**1. The Project.**

1.1 Description of Project. The Jeremy Ranch Project covered by this Consent Agreement is located on approximately 1745 acres consisting of real property located in Summit County, Utah, on a portion of which Developer or its predecessors in interest has previously platted a total of 645 single family residential lots and constructed a total of 73 multiple family residential units and on the remainder of which the Developer has proposed the development of additional single family residential units together with multi-family, commercial and institutional uses as more fully set forth herein (the "Project") to be constructed in multiple phases.

1.2 Legal Description of Property. The legal description of the land covered by the Project is attached hereto as Exhibit A and incorporated into this Consent Agreement by this reference (the "Property"). No property may be added to the legal description for purposes of this Consent Agreement, except by written amendment.

1.3 Approved Use. This Consent Agreement shall vest with respect to the Project, the uses as reflected on Exhibit B-1 and as further limited by the provisions of this Consent Agreement for the following parcels: Moose Hollow, Zastrop, Wildflower, Pond Harwood Freeway, Back Nine, Clubhouse and Plat 6, together with commercial and institutional uses as reflected on Exhibit B-1.

**1.4 Approved Density.** This Consent Agreement shall vest with respect to the Project, the densities reflected on Exhibit B-1 and as further limited by the provisions of this Consent Agreement for the following parcels: Back Nine, Wildflower, Moose Hollow, Zastrop, Plat 6 and the Pond Harwood Freeway parcel as reflected in Exhibit B-1; provided, however, that the Board of County Commissioners may, in its discretion, approve an additional four (4) units within the Development Area for Plat 6 without amending this Consent Agreement.

**1.5 Approved Configuration.** This Consent Agreement shall vest with respect to the Project, the configuration for the parcels of land reflected on Exhibits B-2 (Back Nine) and B-3 (Wildfire).

**1.6 Specific Design Conditions.** The development and construction of the Project must be consistent with those design conditions set forth in Schedule 1 to this Consent Agreement, which Schedule is incorporated in this Consent Agreement by this reference.

## **2. Summary of County Determinations Relating to the Project.**

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

### **2.1 County Determinations Relating to the Project.**

**2.1.1 Plan Approval.** The Project has received a recommendation for approval of a Consent Agreement by action of the Summit County Planning Commission taken at separate meetings on May 18, May 25, and June 8, 1993. The Board of County Commissioners has approved the Project under the Specific Plan Approval process set forth in Section 6.4 of the Regulations and the Consent Agreement procedures set forth § 14.2.6 et seq. of the Guidelines on the terms and conditions set forth in this Consent Agreement.

**2.1.2 Exemption from Ordinances 201 and 204.** The Board of County Commissioners has determined that the Project is exempt from the application of Ordinances 201 and 204 solely to the extent that such a finding may be a condition precedent to approval of this Agreement.

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## 2.2 Vested Rights and Reserved Legislative Powers.

2.2.1 Vested Rights. Subject to Paragraph 2.2.2, the Project shall have the vested right to have preliminary and final subdivision plats and preliminary and final site plans approved and to develop and construct the Project in accordance with the uses, density, and configuration of development as vested in Paragraphs 1.3, 1.4 and 1.5 under the terms and conditions of this Consent Agreement. Developer acknowledges that the provisions of this Consent Agreement, including § 2.1.2, contemplate that the rights vested in the Project are exempt from the application of Ordinances 201 and 204 and to subsequently enacted ordinances only to the extent that such exemption is a condition precedent to grant of said vested rights; and, that all other provisions of Ordinance 204 and other relevant laws shall apply, including, but not limited to the processing requirements (e.g., procedures for the approval of preliminary and final subdivision plats or site plans) and fees (as established by Resolution 93-1).

## 2.2.2 Reserved Legislative Powers.

2.2.2.1 Future Changes of Laws and Plans; Compelling Countervailing Public Interest. Nothing in this Agreement shall limit the future exercise of the police power of the County in enacting zoning, subdivision, development, growth management, platting, environmental, open space, transportation and other 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 the police power, such legislation shall only be applied to modify the vested rights described in Paragraph 2.2.1 based upon policies, facts and circumstances meeting the compelling, countervailing public interest exception to the vested rights doctrine in the State of Utah. Any such proposed change affecting the vested rights of the Project shall be of general application to all development activity in the Snyderville Basin; and, unless the County declares an emergency, Developer shall be entitled to prior written notice and an opportunity to be heard with respect to the proposed change and its applicability to the Project under the compelling, countervailing public policy exception to the vested rights doctrine.

## 2.3 Fees.

2.3.1 Vested Rights Application Fee. Developer has previously paid the sum of One Thousand Dollars (\$1,000) as a vested rights application fee under the provisions of §§ 4.9 and 14.1.3 of the Administrative Guidelines. Developer has also advanced Five Thousand Dollars (\$5,000) to cover the processing of this Consent Agreement which shall be credited against the total fee amount due

and payable. Pursuant to the provisions of §§ 4.9 and 14.1.3 of the Administrative Guidelines, Developer agrees to pay an additional sum of \$29,441.00 prior to final approval by the Board of County Commissioners of the Consent Agreement. Schedule 3 attached hereto establishes the methodology by which the vested rights application fee was computed. The parties agree that said vested rights application fee shall be adjusted in the event that the number of multi-family or residential units is increased or decreased in accordance with the terms of this Agreement for those projects without approved density under § 1.4 hereof; and, the parties further acknowledge that said fee may be adjusted by the Board upon submission of plans establishing the square footage of institutional and commercial uses for the Project. Except for the adjustments specifically mentioned in this subparagraph, developers shall receive no further credits or adjustments toward any other development review, platting, site planning, or similar standard engineering review fees. The County may charge such standard engineering review fees as are applicable at the time of application, pursuant to the provisions of Resolution 93-1 or other applicable laws or administrative guidelines. The County may charge other fees that are generally applicable, including but not limited to standard building permit review fees for improvements to be constructed on improved lots.

2.3.2 Future Impact Fees. In consideration for the agreements of the County in this Consent Agreement, the Developer agrees that the Project shall be subject to all impact fees which are (1) imposed at time of issuance of building permits and (2) generally applicable to other property in the Snyderville Basin; and, Developer waives its position with respect to any vested rights to permit the imposition of such fees, but shall be entitled to similar treatment afforded other vested projects if the impact fee ordinance makes any such distinction. If fees are properly imposed under the preceding tests, the fees shall be payable in accordance with the payment requirements of the particular impact fee ordinance. Notwithstanding the agreement of the Developer to subject the Project to impact fees under the above-stated conditions, the Developer does not hereby waive Developer's rights under any applicable law to challenge the legality of the amount of the fees within thirty (30) days following imposition of the fees on the Project based upon application of the Rational Nexus Test (as defined in Paragraph 2.3.4).

2.3.3 Current Impact Fees. In consideration of the approval of this Consent Agreement and to offset the impact of the proposed development on school facilities and capacity, the Developer agrees to the assessment of impact fees for schools at the time of the issuance of building permits for the single family residential lots and multi-family units in the amount of \$1,500 per building permit. Developer hereby expressly waives developer's rights under any applicable law to challenge the legality of the school impact fees established in this subparagraph;

however, Developer does not hereby waive developer's rights under any applicable law to challenge the legality of school impact fees in excess of the amount of \$1,500 per building permit. Any such challenge by Developer shall be brought within thirty (30) days following the imposition of the fees on the Project based upon application of the Rational Nexus Test (as defined in Paragraph 2.3.4).

**2.3.4      Rational Nexus Test.** For purposes of this Agreement, the Rational Nexus Test shall mean and refer to a standard of reasonableness whereby the Project and Property shall not bear more than an equitable share of the capital costs financed by an impact fee or exaction in relation to the benefits conferred on and impacts of the Project. The interpretation of "rational nexus" shall be governed by the federal or Utah case law and statutes in effect at the time of any challenge to an impact fee or exaction imposed as provided herein including but not limited to the standards of Banberry Development Corp. v. South Jordan City or successor case law.

### **3.      Phasing and Timing of Subdivision Development and Construction of Infrastructure.**

#### **3.1      Phases.**

**3.1.1      Proposal Phases.** Proposed phases for construction of the Project are established by Schedule 2 attached hereto and incorporated herein by reference.

**3.1.2      Permitted Variations on Phasing Plan.** The Developer may proceed by platting and constructing each phase at one time, or by platting portions of a phase, with each portion providing a logical extension of the road system through the Project; provided, however, that adequate public facilities exist to serve each Phase or that Developer has paid applicable impact fees so as to provide adequate public facilities to the extent such payment is required by the terms of this Agreement and applicable impact fee ordinances.

#### **3.2      Construction of Infrastructure Improvements.**

**3.2.1      Construction of Basic Improvements.** The Developer shall construct improvements in accordance with the engineering requirements of the County, any applicable special service district and any applicable terms of this Consent Agreement.

**3.2.2      Infrastructure Construction Beyond Existing Plat.** To the extent required by any applicable engineering requirement of the County and any

special service district, the Developer shall extend water, sewer (or alternative for Moose Hollow approved pursuant to Schedule 1) and other utilities beyond the area covered by an approved plat or site plan.

**3.3 Dedication of Open Space.** As integral consideration for this Consent Agreement, the Developer agrees to dedicate all the areas designated as open space on subdivision plats and site plans as reflected in Exhibit D to the County or convey such open space to another appropriate non-profit agency or legal entity approved by the County as specified on Exhibit D to assure long-term preservation of the land as open space. Dedication or conveyance of those open space areas which are internal to development parcels which are depicted as part of Categories Four (4) and Five (5) on Exhibit D shall be accomplished at the time of plat recordation or at any earlier time agreed to by the Parties. The historical open space areas internal to plats depicted as part of Category Two (2) on Exhibit D shall be dedicated or conveyed within six (6) months from the date of the adoption of this Consent Agreement. All other open space areas on Exhibit D shall be dedicated or conveyed within one (1) year from the date of the adoption of this Consent Agreement.

**3.4 Utility Capacity Verification.** The Parties shall verify the continued availability of the following for the portion of the Project subject to final plat or site plan approval at the time of each application for final plat or site plan approval within the Project: (a) sewage treatment capacity to cover anticipated development within the site plan or plat, (b) water and water pressure adequate for residential consumption and fire flows, (c) capacity for electrical and telephone service, and (d) road capacity.

#### **4. Successors and Assigns.**

**4.1 Binding Effect.** This Agreement shall be binding on the successors and assigns of the Developer in the ownership or development of any portion of the Project. Notwithstanding the foregoing, a purchaser of the Project or any portion thereof shall be responsible for performance of the Developer's obligations hereunder as to the portion of the Project so transferred in accordance with the provisions of Section 4.3 hereof.

**4.2 Transfer of Project.** Developer shall be entitled to transfer any portion of this Project subject to the terms of this Consent Agreement upon written notice to and written consent of the County, which consent shall not be unreasonably withheld. Notwithstanding the foregoing, Developer shall not be required to notify the County or obtain the County's consent with regard to the sale of lots in single family residential subdivisions or commercial areas which have been platted and approved in accordance with the terms of this Agreement.

**4.3 Release of Developer.** Except for the sale of lots in single family residential subdivisions which have been platted and approved in accordance with the terms of this Agreement, in which case this requirement shall not apply, in the event of a transfer of all or a portion of the Project, the Developer shall obtain an assumption by the transferee of the Developer's obligations under this Agreement, and, in such event, the transferee shall be fully substituted as the Developer under this Agreement as to the parcel so transferred, and the Developer executing this Agreement shall be released from any further obligations with respect to this Consent Agreement as to the parcel so transferred.

**5. General Terms and Conditions.**

**5.1 Agreements to Run with the Land.** This Agreement shall be recorded against the Property as described in Exhibit A hereto and shown on Exhibit B hereto. The agreements contained herein shall be deemed to run with the land and shall be binding on all successors in the ownership of the Property.

**5.2 Construction of Agreement.** This Agreement should be construed so as to effectuate the public purpose of settlement of disputes, while protecting any compelling, countervailing public interest.

**5.3 Laws of General Applicability.** Where this Agreement refers to laws of general applicability to the Project and other properties, this Agreement shall be deemed to refer to other developed and subdivided properties in the Snyderville Basin of Summit County.

**5.4 Duration.** The term of this Agreement shall commence on, and the effective date of this Agreement shall be, the effective date of the Ordinance approving this Agreement. The Term of this Agreement shall extend for a period of five (5) years following the effective date unless the Agreement is earlier terminated, or its term modified by written amendment to this Agreement.

**5.5 Mutual Releases.** At the time of, and subject to, (i) the expiration of any applicable appeal period with respect to the approval of this Agreement without an appeal having been filed or (ii) the final determination of any court upholding this Agreement, whichever occurs later, and excepting the parties' respective rights and obligations under this Agreement, Developer, on behalf of itself and Developer's partners, officers, directors, employees, agents, attorneys and consultants, hereby releases the County and the County's board members, officials, employees, agents, attorneys and consultants, and the County, on behalf of itself and the County's board members, officials, employees, agents, attorneys and consultants, hereby releases

Developer and Developer's partners, officers, directors, employees, agents, attorneys and consultants, from and against any and all claims, demands, liabilities, costs, expenses of whatever nature, whether known or unknown, and whether liquidated or contingent, arising on or before the date of this Agreement in connection with the application, processing or approval of the Project, including, but not limited to, the claims set forth in various Notices of Claim and correspondence previously submitted to and filed with the County on behalf of Developer referring and relating to various issues arising out of the approval process for the Project.

**5.6 State and Federal Law.** The parties agree, intend and understand that the obligations imposed by this Agreement are only such as are consistent with state and federal law. The parties further agree that if any provision of this Agreement becomes, in its performance, inconsistent with state or federal law or is declared invalid, this Agreement shall be deemed amended to the extent necessary to make it consistent with state or federal law, as the case may be, and the balance of the Agreement shall remain in full force and effect.

**5.7 Enforcement.** The parties to this Agreement recognize that the County has the right to enforce its rules, policies, regulations, ordinances, and the terms of this Agreement by seeking an injunction to compel compliance. In the event that Developer or any user on the subject property violates the rules, policies, regulations or ordinances of the County or violates the terms of this Agreement, the County may, without electing to seek an injunction and after fifteen (15) days written notice to correct the violation (or such longer period as may be established in the discretion of the Board of County Commissioners or a court of competent jurisdiction if Developer has used its reasonable best efforts to cure such violation within such fifteen (15) days and is continuing to use its reasonable best efforts to cure such violation), take such actions as shall be deemed appropriate under law until such conditions have been honored by the Developer. The County shall be free from any liability arising out of the exercise of its rights under this paragraph.

**5.8 No Waiver.** Failure of a party hereto to exercise any right hereunder shall not be deemed a waiver of any such right and shall not affect the right of such party to exercise at some future time said right or any other right it may have hereunder. Unless this Agreement is amended by vote of the Board of County Commissioners taken with the same formality as the vote approving this agreement, no officer, official or agent of the County has the power to amend, modify or alter this Agreement or waive any of its conditions as to bind the County by making any promise or representation not contained herein.

5.9 Entire Agreement. This Agreement constitutes the entire agreement between the parties and supersedes all prior agreements, whether oral or written, covering the same subject matter. This Agreement may not be modified or amended except in writing mutually agreed to and accepted by both parties to this Agreement.

5.10 Attorneys Fees. Should any party hereto employ an attorney for the purpose of enforcing this Agreement, or any judgment based on this Agreement, for any reason or in any legal proceeding whatsoever, including insolvency, bankruptcy, arbitration, declaratory relief or other litigation, including appeals or rehearings, and whether or not an action has actually commenced, the prevailing party shall be entitled to receive from the other party thereto reimbursement for all attorneys' fees and all costs and expenses. Should any judgment or final order be issued in that proceeding, said reimbursement shall be specified therein.

5.11 Notices. All notices hereunder shall be given in writing by certified mail, postage prepaid, at the following addresses:

To the County:

The Board of County Commissioners of Summit County  
Summit County Courthouse  
P. O. Box 128  
Coalville, UT 84017

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

With copies to:

Jody K. Burnett  
Williams & Hunt  
257 E. 200 South #500  
Salt Lake City, UT 84111

Richard Carlisle  
Freilich, Leitner & Carlisle  
1000 Plaza West  
4600 Madison  
Kansas City, MO 64112

To the Developer:

Fourth Princess Anne Properties, Inc.  
c/o John R. Reddecliff  
Virginia Beach Federal Savings Bank  
2101 Parks Avenue, Suite 400  
P. O. Box 848  
Virginia Beach, VA. 23451

Potomac Ventures, Inc. and Clubhouse Associates, Inc.  
c/o Walter J. Plumb  
331 Rio Grande Street, Suite 303  
Salt Lake City, UT 84101

Zastrop, L. C.  
c/o John N. Owens  
175 East 400 South, Suite 900  
Salt Lake City, UT 84111

Wildflower Development, Inc.  
c/o Franklin D. Richards, Jr.  
Real Estate Investment Co.  
P. O. Box 681238  
Park City, UT 84068

With copies to:

David K. Broadbent  
Prince, Yeates & Geldzahler  
175 East 400 South, Suite 900  
Salt Lake City, UT 84111

5.12 Applicable Law. This Agreement is entered into under and pursuant to, and is to be construed and enforceable in accordance with, the laws of the State of Utah.

5.13 Execution of Agreement. This Agreement may be executed in multiple parts as originals or by facsimile copies of executed originals; provided, however, if executed and evidence of execution is made by facsimile copy, then an original shall be provided to the other party within seven (7) days of receipt of said facsimile copy.

## 5.14 Hold Harmless.

5.14.1 Agreement of Developer. Developer agrees to and shall hold County, its officers, agents, employees, consultants, special counsel and representatives harmless from liability: (1) for damages, just compensation, restitution, judicial or equitable relief arising out of claims for personal injury, including health, and claims for property damage which may arise from the direct or indirect operations of the Developer or its contractors, subcontractors, agents, employees or other persons acting on its behalf which relates to the Project; and (2) from any claim that damages, just compensation, restitution, judicial or equitable relief is due by reason of the terms of or effects arising from this Agreement. Developer agrees to pay all costs for the defense of the County and its officers, agents, employees, consultants, special counsel and representatives regarding any action for damages, just compensation, restitution, judicial or equitable relief caused or alleged to have been caused by reason of Developer's actions in connection with the Project or any claims arising out of this Agreement. This hold harmless agreement applies to all claims for damages, just compensation, restitution, judicial or equitable relief suffered or alleged to have been suffered by reason of the events referred to in this paragraph or due by reason of the terms of, or effects, arising from this Agreement regardless of whether or not the County prepared, supplied or approved this Agreement, plans or specifications, or both, for the Project. The Developer further agrees to indemnify, hold harmless, and pay all costs for the defense of the County, including fees and costs for special counsel to be selected by the County, regarding any action by a third party challenging the validity of this Agreement or asserting that damages, just compensation, restitution, judicial or equitable relief is due to personal or property rights by reason of the terms of, or effects arising from this Agreement. County may make all reasonable decisions with respect to its representation in any legal proceeding.

5.14.2 Exceptions to Hold Harmless. The agreements of Developer in Paragraph 5.14.1 shall not be applicable to (i) any claim arising by reason of the negligence or intentional actions of the County, or (ii) any claim reserved by Developer under the terms of this Agreement under Paragraph 2.3.2, 2.3.3, 2.3.4 or attorneys fees under Paragraph 5.10.

5.14.3 Hold Harmless Procedures. The County shall give written notice of any claim, demand, action or proceeding which is the subject of the Developer's hold harmless agreement as soon as practicable but not later than 10 days after the assertion or commencement of the claim, demand, action or proceeding. In the case any such notice is given, the Developer shall be entitled to participate in the

defense of such claim. Each party agrees to cooperate with the other in the defense of any claim and to minimize duplicative costs and expenses.

**5.15 Relationship of Parties.** The contractual relationship between the County and Developer arising out of this Agreement is one of independent contractor and not agency. This Agreement does not create any third party beneficiary rights. It is specifically understood by the parties that: (a) the Project is a private development; (b) County has no interest in or responsibilities for or duty to third parties concerning any improvements to the Property unless the County accepts the improvements pursuant to the provisions of this Agreement or in connection with subdivision map approval; and (c) Developer shall have the full power and exclusive control of the Property subject to the obligations of the Developer set forth in this Agreement.

**5.16 Compliance with Ordinance No. 202 and Resolution No. 93-1.** The County has reviewed the provisions of Section 6.4 of Ordinance No. 202 and § 14.1 et seq. of Resolution No. 93-1 and has determined that the Developer has substantially complied with the provisions thereof and hereby finds that the Project is consistent with the purpose and intent of the TZRO and the relevant provisions of the Snyderville Basin Development Code. The parties further agree, in accordance with Section 6.4.3.9 of the Ordinance No. 202, that the omission of a limitation or restriction herein shall not relieve the Developer of the necessity of complying with all applicable County, state and federal laws.

**5.17 Annual Review.** The County shall review progress pursuant to this Agreement at least once every twelve (12) months to determine if there has been demonstrated compliance with the terms hereof. If the County finds, on the basis of substantial competent evidence, that there has been a failure to comply with the terms hereof, this Agreement may be revoked or modified by the County in accordance with the provisions of §§ 5.18 and 5.19 hereof, after a public hearing which has been noticed by publication, and for which notice has been expressly provided to Developer. County's failure to review at least annually Developer's compliance with the terms and conditions of this Agreement shall not constitute or be asserted by any party as a breach of this Agreement by Developer or County.

**5.18 Default.**

**5.18.1 Events of Default.** Developer is in default under this Agreement upon the happening of one or more of the following events or conditions.

(1) If a warranty, representation or statement made or furnished by Developer in this Agreement, including any attachments hereto, to the County is false or proves to have been false in any material respect when it was made.

(2) A finding and determination made by the County following a periodic review under Paragraph 5.17 that upon the basis of substantial evidence the Developer has not complied in good faith with one or more of the material terms or conditions of this Agreement.

(3) Any other event, condition, act or omission which materially interferes with the intent and objectives of this Agreement.

#### **5.19 Procedure Upon Default.**

(1) Upon the occurrence of default, County shall give Developer (the "defaulting party") thirty (30) days written notice specifying the nature of the alleged default and, when appropriate, the manner in which said default must be satisfactorily cured. After proper notice and expiration of said thirty (30) day cure period without cure, County may terminate or amend this Agreement by giving written notice in accordance with the procedure adopted by the County. Provided, however, that Developer shall not be in default if a longer period as provided in § 5.7 hereof has been approved by the Board of County Commissioners or a court of competent jurisdiction which has extended the period and developer is continuing to use its reasonable best efforts to cure such alleged default. Failure or delay in giving notice of default shall not constitute a waiver of any default, nor shall it change the time of default.

(2) County does not waive any claim of defect in performance by Developer, if on periodic review the County does not propose to modify or terminate this Agreement.

(3) Any default or inability to cure a default caused by strikes, lockouts, labor disputes, acts of God, inability to obtain labor or materials or reasonable substitutes therefor, governmental restrictions, governmental regulations, governmental controls, enemy or hostile governmental action, civil commotion, fire or other casualty, and other similar causes beyond the reasonable control of the party obligated to perform, shall excuse the performance by such party for a period equal to the period during which any such event prevented, delayed or stopped any required performance or effort to cure a default.

(4) An express repudiation, refusal or renunciation of the contract, if the same is in writing and signed by the Developer, shall be sufficient to terminate this Agreement and a hearing on the matter shall not be required.

(5) Adoption of a law or other governmental activity making performance by the applicant unprofitable or more difficult or more expensive does not excuse the performance of the obligation by the Developers.

(6) All other remedies at law or in equity which are not consistent with the provisions of this Agreement or are available to the parties to pursue in the event there is a breach.

5.19.1 Damages Upon Termination. Except as provided in this Agreement with respect to just compensation under Paragraph 2.3.4 and attorneys' fees under Paragraph 5.10, Developer shall not be entitled to any damages against County upon termination of this Agreement.

5.19.2 Institution of Legal Action. In addition to any other rights or remedies, either party may institute legal action to cure, correct, or remedy any default or breach, to specifically enforce any covenants or agreements set forth in the Agreement or to enjoin any threatened or attempted violation of the Agreement; or to obtain any remedies consistent with the purpose of the Agreement. Legal actions shall be instituted in the Third Judicial District Court of the County of Summit, State of Utah, or in the Federal District Court for the District of Utah.

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

- (1) Dedication of the open space shown on the Project Plan;
- (2) Construction of any roads or public improvements covered by a recorded plat;
- (3) Compliance with the attached exhibits including Schedule 1;
- (4) Payment of impact fees to the extent such fees are payable under the terms of this Agreement and any applicable impact fee ordinance; and

(5) Compliance with Developer's hold harmless covenants under this Agreement.

IN WITNESS WHEREOF, this Agreement has been executed by Summit County, acting by and through the Board of County Commissioners of Summit County, State of Utah, pursuant to Ordinance No.       , authorizing such execution, and by a duly authorized representative of Developer as of the above-stated date.

COUNTY:

BOARD OF COUNTY COMMISSIONERS OF  
SUMMIT COUNTY, STATE OF UTAH

By: H. Gene Moser  
H. Gene Moser, Chairman

DEVELOPER:

FOURTH PRINCESS ANNE PROPERTIES,  
INC.

By: Mark Davies Jr.  
Its: President

POTOMAC VENTURES, INC. AND  
CLUBHOUSE ASSOCIATES, INC.

By: W. D. Dyer  
Its: Pres.

ZASTROP, L.C.

By: Thomas S. Smart  
Its: authorized member

WILDFLOWER DEVELOPMENT, INC.

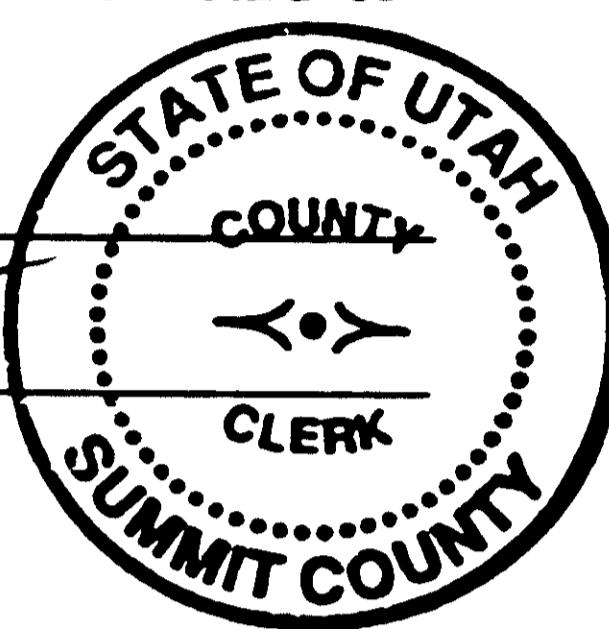
By: John S. Smart  
Its: V. PRES.

STATE OF UTAH )

COUNTY OF ) : ss.

August The foregoing instrument was acknowledged before me this 8th day of  
1993, by H. Gene Moser, the Chairman of the Board of  
County Commissioners of Summit County, State of Utah.

~~NOTARY PUBLIC County Clerk~~  
Residing at: \_\_\_\_\_



My Commission Expires:

Virginia  
STATE OF UTAH )

City : ss.  
COUNTY OF Virginia Beach

August The foregoing instrument was acknowledged before me this 23 day of  
1993, for and on behalf of **FOURTH PRINCESS ANNE**  
**PROPERTIES** by John A. B. Davies, Jr., its President

Michelle M. Mason  
NOTARY PUBLIC  
Residing at: Chesapeake, Virginia

My Commission Expires:

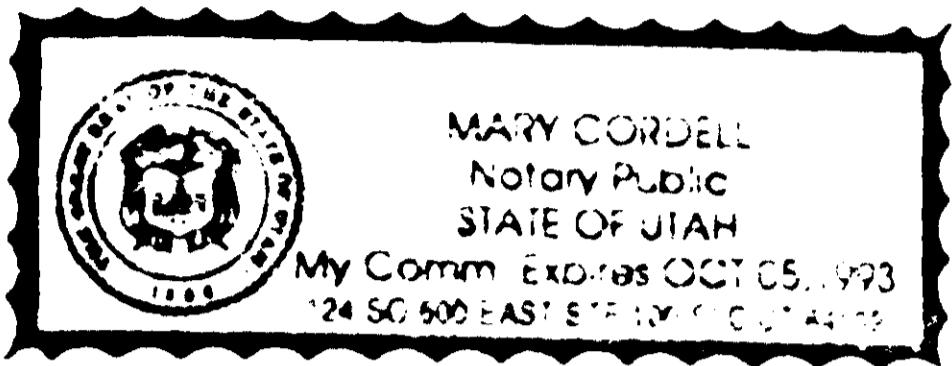
Sept. 30, 1997

STATE OF UTAH )

COUNTY OF Salt Lake) : ss.

September The foregoing instrument was acknowledged before me this 21st day of  
1993, for and on behalf of **POTOMAC VENTURES, INC.** and

CLUBHOUSE ASSOCIATES, INC. by Walter Plumb II, the President



My Commission Expires:

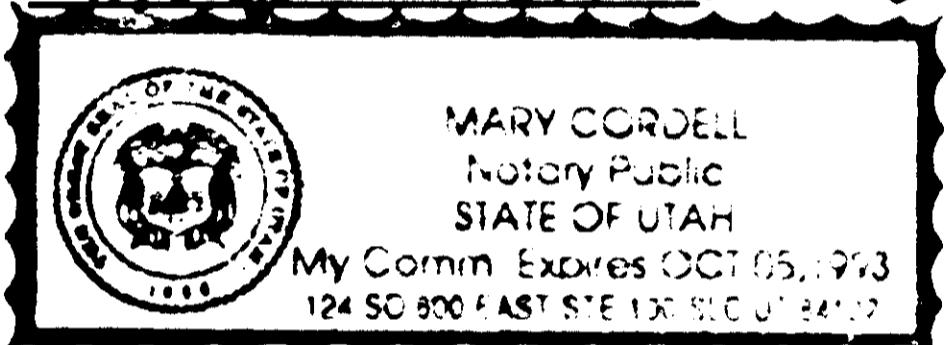
10-5-93

Mary Cordell  
NOTARY PUBLIC  
Residing at: SL County

STATE OF UTAH )

COUNTY OF Salt Lake) : ss.

September, 1993, The foregoing instrument was acknowledged before me this 21<sup>st</sup> day of September, 1993, for and on behalf of ZASTROP, L.C. by  
Thomas S. Smart, its Authorized Member.



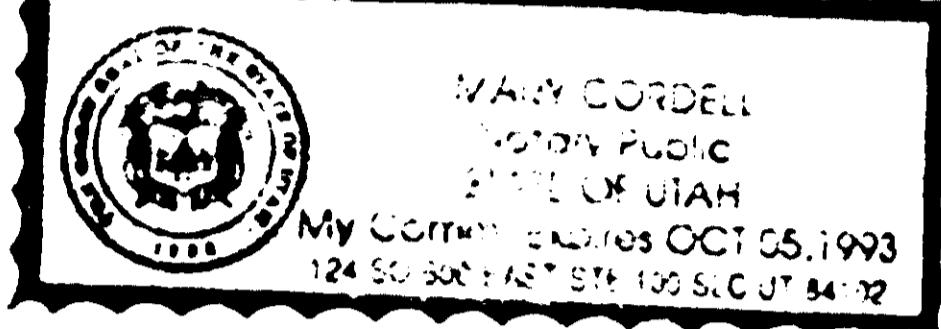
My Commission Expires:

10-5-93

Mary Cordell  
NOTARY PUBLIC  
Residing at: SL County

STATE OF UTAH )  
COUNTY OF Salt Lake) : ss.

Sept The foregoing instrument was acknowledged before me this 21<sup>st</sup> day of Sept, 1993, for and on behalf of WILDFLOWER DEVELOPMENT, INC., by Lance S. Richards, its Vice President.



Mary Cordell  
NOTARY PUBLIC  
Residing at: SL County

My Commission Expires:

10-5-93

#20686

## EXHIBIT A

### JEREMY RANCH CONSENT AGREEMENT

#### LEGAL DESCRIPTION:

BEGINNING AT THE SOUTHEAST CORNER OF SECTION 3, TOWNSHIP 1 SOUTH, RANGE 3 EAST, SALT LAKE BASE AND MERIDIAN; AND RUNNING THENCE S89°53'23"W, ALONG THE SOUTH LINE OF SAID SECTION 3 AND THE SOUTH LINE AND PROJECTION OF SAID LINE OF JEREMY RANCH PLAT A, 1500.88 FEET TO THE SOUTH COMMON CORNER OF SAID PLAT A AND HIDDEN COVE SUBDIVISION; THENCE FOR THE NEXT 13 COURSES ALONG SAID COMMON LINE N0°06'37"W 403.65 FEET, N84°08'23"E 35.00 FEET, N4°15'57"W 187.90 FEET, N7°50'33"E 238.67 FEET, N60°06'37"W 50.00 FEET, N14°33'33"E 203.50 FEET, N19°06'37"W 204.46 FEET, N70°53'23"E 110.73 FEET, N19°06'37"W 342.21 FEET, N64°53'23"E 170.94 FEET, N28°17'57"W 351.60 FEET, N61°42'03"E 116.39 FEET, N28°17'57"W 30.00 FEET; THENCE LEAVING SAID PLAT A N28°11'20"W, ALONG THE BOUNDARY LINE OF HIDDEN COVE SUBDIVISION, 160.00 FEET; THENCE S61°48'40"W, ALONG SAID BOUNDARY, 575.00 FEET; THENCE S56°15'00"W, ALONG SAID BOUNDARY, 583.84 FEET; THENCE S19°00'00"W, ALONG SAID BOUNDARY, 298.90 FEET; THENCE S32°00'00"W, ALONG SAID BOUNDARY, 576.43 FEET; THENCE S44°00'00"W, ALONG SAID BOUNDARY, 465.44 FEET; THENCE S30°00'00"W, ALONG SAID BOUNDARY, 191.51 FEET; THENCE S10°00'00"W, ALONG SAID BOUNDARY, 261.64 FEET; THENCE SOUTH, ALONG SAID BOUNDARY, 84.00 FEET TO THE SOUTHWEST CORNER OF SAID SUBDIVISION AND POINT ON THE SOUTH LINE OF SAID SECTION 3; THENCE S89°53'23"W, ALONG SAID SOUTH SECTION LINE, 2118.77 FEET TO THE SOUTHWEST CORNER OF SAID SECTION 3; THENCE NORTH, ALONG THE WEST LINE OF SAID SECTION 3, 1000 FEET TO A POINT ON THE SOUTH RIDGE LINE OF MILL HOLLOW; THENCE NORTHEASTERLY ALONG SAID RIDGE LINE 4800 FEET, MORE OR LESS, TO A POINT WHICH LIES WEST ALONG THE SOUTH LINE OF SECTIONS 34, 35, AND 36, 11,400 FEET, MORE OR LESS, AND S20°00'00"W, 600 FEET FROM THE SOUTHEAST CORNER OF SECTION 36, TOWNSHIP 1 NORTH, RANGE 3 EAST, SALT LAKE BASE AND MERIDIAN; THENCE N20°00'00"E, 600 FEET TO A POINT ON THE NORTH LINE OF SAID SECTION 3; THENCE EAST, ALONG SAID SECTION LINE 1200 FEET TO A POINT WHICH LIES WEST, ALONG THE SECTION LINE, 294.54 FEET FROM THE NORTHEAST CORNER OF SAID SECTION 3; THENCE S71°05'00"E, 1264.83 FEET; THENCE S86°44'00"E, 310.00 FEET; THENCE N63°00'00"E, 793.43 FEET TO A POINT ON THE NORTH LINE OF SECTION 2, THENCE S88°15'10"E, ALONG NORTH LINES OF SECTION 2 AND SECTION 1, TO THE NORTHEAST CORNER OF SECTION 1; THENCE S1°02'42"E, ALONG THE EAST LINE OF SECTION 1, 4892.07 FEET TO THE SOUTHEAST CORNER OF SAID SECTION; THENCE S0°15'15"E, ALONG THE EAST LINE OF SECTION 12, 1339.14 FEET TO THE SOUTHEAST CORNER OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 12; THENCE N89°39'31"W, 5320.61 FEET TO THE SOUTHWEST CORNER OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 12; THENCE WEST 22 FEET TO A POINT ON THE NORTH RIGHT OF WAY LINE OF THE FRONTRAGE ROAD OF INTERSTATE 15, THENCE WESTERLY ALONG SAID NORTH RIGHT OF WAY LINE TO A POINT ON THE EAST LINE OF SECTION 10, THENCE NORTH, ALONG SAID EAST LINE, 750 FEET TO THE POINT OF BEGINNING

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EXHIBIT A

## SCHEDULE 1 Specific Design Conditions

The following Specific Design Conditions reference the Jeremy Ranch development. For purposes of the consent agreement and design guidelines, the term "Developer" refers to all of the owners of the real property covered by the Jeremy Ranch development who are signatories to this consent agreement. The term "Director" refers to the Summit County Director of Community Development.

### GENERAL

#### I. Review Process.

- A. Development Requirements. All development proposals within the area defined in Exhibit A shall be consistent with the adopted Consent Agreement.
- B. Amendments to Plan/Agreement. The procedure for amendment of the adopted Consent Agreement shall be the same as the process for the original adoption of the Consent Agreement. Amendments shall include any proposed changes to the Consent Agreement text, map or other exhibits or attachments.
- C. Development Review Process. All development proposals within the area defined in Exhibit A shall be processed under Sections 4 and 7 of the Snyderville Basin Development Code Administrative Guidelines.
- D. Plat Amendments. Approval of the Consent Agreement shall not amend existing subdivision plats. Subdivision plat amendments shall follow the procedures outlined in the State Code.

#### II. Environmental.

- A. Air Quality. All fireplace or woodburning devices shall meet minimum EPA standards or other standard adopted by the County.
- B. Water Quality. The developer shall enhance the East Canyon Creek corridor according to Section II. A. 4 of the Snyderville Basin General Plan Land Use Element and the recommendations from the consulting firm of Western Resource Development (Attachment 1), with necessary revisions by the Army Corps of Engineers and State Department of Natural Resources within two (2) years from adoption of the Consent Agreement. The corridor shall follow the floodplain area and shall be managed by Summit County or other group or agency approved by Summit County. In addition, developments which produce any non-point source discharges (including sediment, herbicides, pesticides and hydrocarbons) shall demonstrate that their construction and occupancy will not result in any degradation of present water quality.
- C. Revegetation/Erosion Protection/Runoff Control. Development plans shall preserve existing vegetation to the extent possible; shall provide for prompt revegetation or erosion protection measures; and shall provide for surface water runoff control in accordance with Summit County Engineering Standards.

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SCHEDULE 1

D. Wildlife/Open Space Corridors.

1. The developer shall provide direct wildlife corridors along the drainage ways from the backcountry areas to East Canyon Creek. Minimum width of these corridors shall be 100 feet, excluding any building lot areas, and should also function as open space linkages and design elements. The location of these corridors are generally depicted on Exhibit B-1.
2. Development shall preserve critical wildlife habitat areas and floodplain corridors along East Canyon Creek which supports fisheries.

III. **Critical Areas.** The specific plan shall prohibit development in critical areas, as defined in Section 5.3 of the Snyderville Basin Development Code, as amended 1992.

A. **Slopes.** Development shall be prohibited in areas which include slopes exceeding 30%, except where recommended by the Planning Commission and approved by the Board of County Commissioners with a finding of compliance with public health, safety and welfare standards.

1. Each building lot shall include a minimum buildable area of 2,800 square feet. This buildable area shall not include any critical areas as defined in the Snyderville Basin Development Code, amended 1992, and shall meet the minimum County setback requirements of thirty (30) foot front yard, twelve (12) foot side and rear yards, all measured from the property lines.
2. Roads shall not traverse slopes exceeding 30%, except as recommended by the Planning Commission and approved by the Board of County Commissioners as part of platting and site plan approvals or as depicted on Exhibits C-1, C-2, C-3.
3. Cut and fills on hillsides shall be limited such that the maximum vertical distance from the edge of the pavement to the intersection with the natural grade is less than twelve (12) feet, except as recommended by the Planning Commission and approved by the Board of County Commissioners as part of platting and site plan approvals or as depicted on Exhibits C-1, C-2, C-3. All cut and fill slopes in excess of 3:1 shall be stabilized as evidenced in a professionally prepared grading and conservation plan.
4. The developer may request that some of the roads contained in the Clubhouse Condominium parcel and Plat 6 be permitted to cross areas with slopes exceeding 30% and be permitted to contain cut and fills greater than twelve (12) feet, if recommended by the Planning Commission and approved by the Board of County Commissioners as part of preliminary site plan approval for the Clubhouse Condominium parcel and preliminary plat approval for Plat 6.

B. **Floodplain/Wetlands.** Development shall be prohibited in areas which include floodplain areas and wetland areas. Floodplain areas may be used for some active recreation facilities, however any modifications, such as stream crossings, shall not increase flood hazards or adversely affect water quality or fisheries. Any modifications to wetland areas shall be reviewed and approved by the Utah State Division of Wildlife Resources, the U.S. Army Corps of Engineers, and the Utah State Division of Natural Resources.

IV. **Provision of Services.** The developer shall comply with Sections 4.15, 5.5, 7.7 of the Snyderville Basin Development Code, as amended 1992, for off-site and project infrastructure requirements including the following:

- A. **Internal Roads.** The level of service for any internal road shall not be reduced below level of service "B".
- B. **Frontage Roads.** The level of service for Rasmussen Road and the intersections with Rasmussen Road shall not be reduced below level of service "C".

V. **Open Space.** All open space areas shall be maintained under single ownership by the developer or deeded to Summit County or other appropriate agency or entity approved by Summit County as depicted on Exhibit D and in Section 3.3 of the Consent Agreement.

VI. **General Design.**

- A. All development parcels shall maximize the provision of contiguous open space area with an emphasis on clustering of lot and building layout.
- B. **Viewshed Protection.** All structures shall be prohibited in prominent ridgeline areas as generally depicted on Exhibit B-1. No building, roof, or other appurtenant device shall encroach or visually intrude above the designated prominent ridgeline areas as seen from the following points: (1) looking northwest towards Moose Hollow from the intersections of Rasmussen Road/Silver Spur Road and Rasmussen Road/Homestead Road; and (2) looking east towards Plat 6 from the intersections of Rasmussen Road/Silver Spur Road and Rasmussen Road/Homestead Road.
- C. **Minimum Lot Size.** The minimum building lot size shall be 0.35 acres. The developer shall provide the required buildable area as per Section III A(1) on every lot within each development area.
- D. **CC&R's.** All single family residential developments shall adopt covenants no less restrictive than the Creekview Estates Restrictive Covenants, Attachment 2, to provide individual dwelling design review for compatibility of materials, colors and architectural design. These shall be submitted with the preliminary and final plats and site plans for review by the Planning Commission and Board of County Commissioners. An exception shall be given to Lots 9 - 18 of the Wildflower parcel (Exhibit B-3) for the minimum floor area requirement. This exception shall allow the minimum floor area for dwellings on these lots to be as follows: 1,600 square feet for a one story dwelling; 1,850 square feet for a split level dwelling; 2,000 square feet for a two story dwelling; 2,000 square feet for a split entry dwelling with at least 1,200 square feet above the ground level (all square footages are exclusive of garages and one story open porches).
- E. The developer shall comply with Section 5.6 and 5.7 of the Snyderville Basin Development Code, as amended 1992, for development layout and design.

VII. **East Canyon Creek Conservancy Park and Corridor, as depicted on Exhibit B-1.**

- A. The developer shall enhance the East Canyon Creek corridor according to Section II. A. 4 of the Snyderville Basin General Plan Land Use Element and the recommendations from the consulting firm of Western Resource

Development (Attachment 1), with necessary revisions by the Army Corps of Engineers and State Department of Natural Resources within two (2) years from adoption of the Consent Agreement. The enhanced corridor shall follow the flood plain area south of Sackett Drive and shall be managed by Summit County or other group or agency approved by Summit County.

- B. A public easement shall be provided and a trail shall be constructed by the developer along the East Canyon Creek Enhancement Corridor and linked to the County-wide trail system within two (2) years from adoption of the Consent Agreement. This trail shall be an unpaved, multiple use trail with a ten (10) foot wide easement and eight (8) foot wide untreated base course (max. 1") surface compacted at 95% m.d.d. and shall be dedicated to Summit County or other group or agency approved by Summit County for public ownership as part of the County-wide trail system.

VIII. Multi-Family Residential. These guidelines apply to all multi-family areas depicted on Exhibit B-1.

- A. The maximum impervious site coverage for multi-family developments shall be forty percent (40%). Impervious site coverage includes all buildings and structures, roads, curbs and gutters, sidewalks, parking lots and other hard surfaced areas. It shall not include recreational amenities such as trails, tennis courts, swimming pools and other outdoor recreational facilities.
- B. At least twenty-five percent (25%) of the pervious area shall be non-critical land.
- C. The developer shall provide on-site recreational amenities for review and approval as part of the preliminary and final site plans and plats. These amenities may include tennis courts, picnic areas, playgrounds and trails. These facilities may be privately maintained.
- D. Landscaping and maintenance requirements of Section 5.7 (j) of the Snyderville Basin Development Code, as amended 1992, shall be incorporated into the landscaping plan. Additional landscaping may be required as part of platting and site plan approvals to promote screening, buffering and visual amenity. Landscaping plans shall be submitted with the preliminary and final site plans for review and approval by the Planning Commission and Board of County Commissioners.
- E. Lighting. The lighting of all buildings, roadways and parking lot areas shall be positioned to reduce glare and to minimize off-site light trespass. After business hour lighting shall include only that lighting necessary for security reasons. All lighting shall be reviewed and approved by the Director.

IX. Commercial.

- A. Permitted Uses. The following uses shall be permitted in the commercial areas depicted on Exhibit B-1: professional offices; overnight lodging; resort retail shops; restaurants; child care centers; travel agencies; golf pro-shops; medical/dental clinics; gift shops; specialty food stores; finance, insurance and real estate services; business services; legal services; educational services; neighborhood markets; driving ranges; golf courses; country club (clubhouse); tennis courts; swimming pools; playgrounds; parks; health resorts; athletic

clubs; rental facilities associated with recreation area as specifically approved by the Director.

**B. The following standards shall apply to all permitted commercial uses:**

1. Retail sales commercial uses shall not include more than 3,000 square feet of sales space (closets, restrooms, storage and similar spaces shall not be included in this calculation).
2. Commercial uses shall not include automotive services, sales, repair, and maintenance facilities.
3. Commercial uses shall not create excessive noise, noxious odors, or nuisances, or generate high levels of traffic.
4. Outdoor storage is prohibited.

**C. Site Design.**

1. Maximum impervious site coverage 60%.
2. Cluster building and parking areas, utilizing shared accesses and parking areas.
3. Locate parking areas at the rear of buildings.

**D. Landscaping/Buffers.**

1. Use landscape materials as a transitional buffer between land uses.
2. Use a combination of berthing and planting to provide screening and definition of space.
3. Landscaping and maintenance requirements of Section 5.7 (j) of the Snyderville Basin Development Code, as amended 1992, shall be incorporated into the landscaping plan. Additional landscaping may be required as part of site plan approvals to promote screening, buffering and visual amenity. Landscaping plans shall be submitted with the preliminary and final site plans for review and approval by the Planning Commission and Board of County Commissioners.
4. A buffer between the wetland area and the commercial development on the parcel south of Homestead Road shall be required. The exact width and location of the buffer area shall be determined as part of future site planning.

**E. Building Design.**

1. Building heights shall not exceed thirty (30) feet above fire fighting grade; provided, however, these restrictions shall not apply if it can be shown to the satisfaction of the Planning Commission, the Board of County Commissioners and the Park City Fire District that adequate fire protection is provided and the visual integrity of the area is maintained.

2. Architectural standards and styles shall be emphasized throughout the development using natural materials and colors approved by the Planning Commission and Board of County Commissioners.

**F. Parking Areas.**

1. Plantings shall be located at the exterior of all parking areas with buffers between other uses and roadways.
2. At least 15% of the internal parking lot surface area shall be landscaped.

**G. Lighting.** The lighting of all buildings, roadways and parking lot areas shall be positioned to reduce glare and to minimize off-site light trespass. After business hour lighting shall include only that lighting necessary for security reasons. All lighting shall be reviewed and approved by the Director.

**H. Screening.** Rooftop and ground level mechanical equipment shall be screened with architecturally compatible materials and determined as part of future site planning.

**I. Signage.** All signage plans shall be submitted with the preliminary and final site plans for review and approval by the Planning Commission and Board of County Commissioners. The following sign standards shall apply:

1. Low profile, monument or pedestal type signs shall be required using natural or natural appearing materials and earthtone colors, incorporated into the site landscaping.
2. One freestanding sign per 500 feet of lineal frontage may be allowed with a maximum sign area of fifty (50) square feet and a maximum height of eight (8) feet above natural grade.
3. Each primary use may be allowed one (1) square foot of wall sign area for each one (1) lineal foot of building frontage up to a maximum of thirty (30) square feet of sign area per building frontage. Maximum sign height shall be fifteen (15) feet above natural grade and wall signs shall be non-illuminated.
4. All roof-top, flashing, blinking or moving signs, as well as banners, streamers, ribbons, balloons, strings of pennants, or other similar promotional or temporary type signing, is prohibited.

**X. Institutional.**

- A. **Permitted Uses.** The following uses shall be permitted in the institutional areas depicted on Exhibit B-1: expansion of existing uses, churches, schools, public facilities.
- B. Institutional developments shall satisfy all the site planning requirements for commercial development as contained in Section IX, herein.

**XI. Trails.**

- A.** A public easement shall be provided and a trail shall be constructed by the developer along the East Canyon Creek Enhancement Corridor and linked to the County-wide trail system, as generally depicted on Exhibit B-1, within two (2) years from adoption of the Consent Agreement. This trail shall be an unpaved, multiple use trail with a ten (10) foot wide easement with an eight (8) foot wide untreated base course (max. 1") surface compacted at 95% m.d.d. surface, and follow the recommendations from the consulting firm of Western Resource Development (Attachment A), with necessary revisions by the Army Corps of Engineers and State Department of Natural Resources, and shall be dedicated to Summit County or other group or agency approved by Summit County for public ownership as part of the County-wide trail system.
- B.** Existing big game trails along the perimeter of the plan area boundary in the passive open space areas shall be used as trail linkages, where feasible, for non-motorized use only. These trails may be dedicated to Summit County or other group or agency approved by Summit County for public ownership as part of the County-wide trail system.
- C.** Trails linking parks, open space, schools and all residential developments shall be provided and constructed by the developer, along trail easements generally depicted on Exhibit B-1, and maintained by the developer or designated homeowners association. These trails shall be non-motorized, multiple use trails and generally be constructed with ten (10) foot wide easements and eight (8) foot wide untreated base course (max. 1") surface compacted at 95% m.d.d. surfaces, except within development areas where the eight (8) foot wide surface shall be asphalt.
- D.** Easements for all trails shall be shown on the preliminary and final subdivision plats and site plans for review and approval by the Planning Commission and Board of County Commissioners and shall generally follow the trail easements depicted on Exhibit B-1.

**XII. Other Requirements.**

- A.** The developer shall provide and construct a twenty (20) stall vehicle parking lot area for the recreation area on the west side of East Canyon Creek within two (2) years from adoption of the Consent Agreement. This parking area shall be generally located in the area depicted on Exhibit B-1 and the parking lot shall be constructed according to the Summit County Engineering Standards with a gravel surface.
- B.** The developer shall provide a site and construct mailboxes for the proposed development with drive out areas on the east and west sides of the plan area within one (1) year from site plan or subdivision plat approval, if required. These areas shall provide parking for at least three (3) vehicles. It is recommended that the developer work with the Jeremy Ranch Homeowners Association and combine efforts for location and construction of all mailboxes within Jeremy Ranch.
- C.** The developer shall provide a site and construct a recycling collection point located within the commercial/clubhouse area north of Homestead Road. The recycling collection point shall be required as part of the final site plan approval

for this commercial area, and shall be constructed as part of this development. This recycling collection point shall serve as a neighborhood drop-off point for the temporary storage of recyclables, shall be architecturally compatible with the surrounding development.

- D. The developer shall remove, within thirty (30) days of adoption of the Consent Agreement, the three existing billboard type signs located along Rasmussen Road as shown on Exhibit B-1.
- E. The developer shall provide a foot bridge in the area generally depicted on Exhibit B-1, capable of supporting a tractor and other maintenance equipment, across East Canyon Creek to the recreation area within two (2) years from adoption of the Consent Agreement.

#### MOOSE HOLLOW

- 1. The Moose Hollow parcel shall be vested for twenty-six (26) single family, clustered lots within the development area depicted on Exhibit B-1.
- 2. Site planning and analysis shall show the proposed single family dwelling and site work on each lot as it relates to the surrounding area. Structures and site work shall blend with the existing environment and protect prominent ridgelines.
- 3. Landscaping materials shall consist of natural species and drought tolerant trees, plants and grasses.
- 4. Because of the sensitive terrain and potential scarring from sewer lines accessing this property, the use of individual septic and drainfield systems or an alternative sewage disposal system shall be allowed subject to County Health Department review and approval. If septic systems are utilized, they must be easily accessible for maintenance, with periodic inspections by the County Health Department, paid by the developer, to ensure the system is functioning properly. The use of individual septic and drainfield systems is subject to continuing compliance with the environmental standards of the County Health Department or appropriate State or Federal agency.
- 5. A single, private access shall be allowed, provided each homeowner installs a residential fire sprinkler system, and all other requirements of the Park City Fire District are met. This access shall generally follow the existing roadway with road exceptions to design standards allowed as depicted on Exhibit C-2, however, all other construction shall meet County road standards. Areas of cut and fill shall be properly stabilized and revegetated and included in a grading plan approved by the County Engineer.
- 6. A trail linking Jeremy Ranch and contiguous properties shall be provided and constructed by the developer as generally depicted on Exhibit B-1. This trail shall have a ten (10) foot wide easement with a four (4) foot wide dirt surface and shall be constructed during the first phase of development within the Moose Hollow parcel. This trail shall be dedicated to Summit County or other group or agency approved by Summit County for public ownership as part of the County-wide trail system.
- 7. The developer shall provide a park area, to remain in its natural state, to the east of the Wildflower parcel and construct connecting trails through the Moose Hollow parcel as generally depicted on Exhibit B-1 according to the standards in Section XI. C of Schedule 1 as part of the platting approvals.

### ZASTROP

1. The Zastrop parcel shall be vested for five (5) single family, clustered lots within the development area depicted on Exhibit B-1.
2. As provided for in Sections 2.1.2 and 2.2.1 of this Consent Agreement, developer shall comply with any and all road access standards and guidelines established by the Board of County Commissioners. Developer acknowledges that it shall not be entitled to a way of necessity or other access by right to this parcel. Further, developer acknowledges that policies, ordinances and regulations in effect during the processing of any development permit for this parcel shall apply to said development permit, except to the extent that the application of the same shall nullify the rights vested in this parcel pursuant to the provisions of Sections 1.3 and 1.4 of this Consent Agreement.
3. Site planning and analysis shall show the proposed single family dwelling and site work on each lot as it relates to the surrounding area. Structures and site work shall blend with the existing environment and protect prominent ridgelines.
4. Landscaping materials shall consist of natural species and drought tolerant trees, plants and grasses.
5. Because of the sensitive terrain and potential scarring from sewer lines accessing this property, the use of individual septic and drainfield systems or an alternative sewage disposal system shall be allowed subject to County Health Department review and approval. If septic systems are utilized, they must be easily accessible for maintenance, with periodic inspections by the County Health Department, paid by the developer, to ensure the system is functioning properly. The use of individual septic and drainfield systems is subject to continuing compliance with the environmental standards of the County Health Department or appropriate State or Federal agency.

### WILDFLOWER

1. The Wildflower parcel shall be vested for eighteen (18) single family lots and the general lot configuration depicted on Exhibit B-3.
2. A twenty-four (24) foot wide public easement for a trail linkage between the Moose Hollow park area and The Pond/Harwood/Freeway parcel shall be provided.
3. Dwellings on Lots 9 - 18 as shown on Exhibit B-3 shall be allowed the following minimum floor areas: 1,600 square feet for a one story dwelling; 1,850 square feet for a split level dwelling; 2,000 square feet for a two story dwelling; 2,000 square feet for a split entry dwelling with at least 1,200 square feet above the ground level (all square footages are exclusive of garages and one story open porches).

### THE POND/HARWOOD/FREEWAY PARCELS

1. These three parcels shall be considered as one parcel and shall be vested for forty-two (42) multi-family units, clustered to maximize open space within the development area depicted on Exhibit B-1.
2. Buffer areas between adjacent land uses shall be established. These buffer areas shall also serve as open space linkages between the developments and shall include trail connections.

3. The area around the pond shall remain as open space with native vegetation.

#### **BACK NINE**

1. The Back Nine parcel shall be vested for 115 single family lots and the general lot configuration depicted on Exhibit B-2.
2. All building lots adjacent to the Golf Course shall use architectural and landscaping elements to minimize the visual impacts of the backyards.
3. Road exceptions to design conditions shall be allowed as depicted on Exhibit C-1.

#### **PLAT 6**

1. The Plat 6 parcel shall be vested for sixteen (16) single family, clustered lots within the development area depicted on Exhibit B-1.
2. All building lots adjacent to the open space area shall use architectural and landscaping elements to minimize the visual impacts of the backyards.
3. Development shall not be situated on the hilltop, as generally depicted on Exhibit B-1 to minimize visual impact and excessive grading.
4. The developer may request that some of the roads contained in Plat 6 be permitted to cross areas with slopes exceeding 30% and be permitted to contain cut and fills greater than twelve (12) feet, if recommended by the Planning Commission and approved by the Board of County Commissioners as part of preliminary plat approval.

#### **CLUBHOUSE CONDOMINIUM PARCEL**

1. The Clubhouse Condominium parcel shall be vested for multi-family use with density to be determined as part of future site planning and in conformity with the Development Guidelines within the development area depicted on Exhibit B-1.
2. Development shall not be situated on the hilltop, as generally depicted on Exhibit B-1, to minimize visual impact and excessive grading.
3. A buffer area shall be provided between the residential units and adjacent commercial development.
4. The developer may request that some of the roads contained in the Clubhouse Condominium parcel and be permitted to cross areas with slopes exceeding 30% and be permitted to contain cut and fills greater than twelve (12) feet, if recommended by the Planning Commission and approved by the Board of County Commissioners as part of preliminary site plan approval.

### 3.0 Recommendations

#### 3.1 Riparian and Wetlands Management Plan

The quality of the riparian and wetlands ecosystem along East Canyon Creek can be maintained and enhanced by:

- Minimizing future landscape disturbance in this area
- Reclaiming any future disturbance immediately with plants native to the habitat
- Enhancing the existing ecosystem with planting of native trees, shrubs, forbs and grasses. Table 1 illustrates examples of plants to be used for enhancement
- Developing and implementing of a weed control plan
- Eliminating livestock grazing

#### 3.2 Water Quality Management Plan

The water quality of East Canyon Creek can be maintained and enhanced by:

- Adopting strict sediment control regulations for all landscape disturbances in the basin
- Requiring reclamation of disturbance with native plants
- Controlling surface water runoff from housing areas, commercials development and parking lots with detention ponds that have wetlands vegetation
- Consider using wetlands at sewage treatment plants to remove the nutrients form treated water, or consider upgrading the facility to a tertiary level of treatment
- Avoiding diversions of water from the East Canyon Creek basin
- Adding large boulders to East Canyon Creek to create cascades to facilitate oxygenation of the water

#### 3.3 Wildlife Management Plan

The quality of wildlife habitat and fisheries of the project site can be enhanced by

- Eliminating cattle grazing and access to East Canyon Creek
- Implementing the riparian and wetlands management plan
- Establish a buffer zone of 100' on the outer edge of the riparian and wetlands habitat, free of development and disturbances
- Planting native trees and shrubs along East Canyon Creek and on the floodplain to increase structural diversity in the vegetation and enhance its value to wildlife
- Adding large boulders to East Canyon Creek to provide cover and habitat for trout
- Controlling stream turbidity by establishing and enforcing sediment control procedures.
- Locating parks and trails in such a manner as to minimize impacts to wildlife
- Adding nest boxes for birds, at least until trees develop and provide habitat for nests and cavities

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Attachment 1 to Schedule 1

Table 1. Trees and Shrubs  
for Riparian and Wetlands  
Habitat Enhancement

<u>Scientific Name</u>	<u>Common Name</u>
<b>Trees</b>	
<i>Picea engelmannii</i>	Engelmann spruce
<i>Picea pungens</i>	Blue spruce
<i>Populus angustifolia</i>	Narrowleaf cottonwood
<i>Populus tremuloides</i>	Quaking aspen
<b>Shrubs</b>	
<i>Acer negundo</i>	Boxelder
<i>Alnus incana</i>	Twinleaf alder
<i>Betula occidentalis</i>	Water birch
<i>Cornus sericea</i>	Redosier dogwood
<i>Crataegus douglasii</i>	River hawthorn
<i>Lonicera utahensis</i>	Utah honeysuckle
<i>Potentilla fruticosa</i>	Shrubby cinquefoil
<i>Prunus virginiana</i>	Chokecherry
<i>Ribes aureum</i>	Golden current
<i>Rosa woodsii</i>	Wood rose
<i>Salix spp.</i>	Willows
<i>Sambucus caerulea</i>	Blue elderberry
<i>Sorbus scopulina</i>	Dwarf mountain ash
<i>Symphoricarpos occidentalis</i>	Western snowberry
<b>Graminoids</b>	
<i>Calamagrostis canadensis</i>	Bluejoint reedgrass
<i>Carex aquatilis</i>	Water sedge
<i>Carex nebrascensis</i>	nebraska sedge
<i>Deschampsia caespitosa</i>	Tufted hairgrass
<i>Eleocharis macrostachya</i>	Spikerush
<i>Glyceria striata</i>	Fowl mannagrass
<i>Juncus balticus</i>	Baltic rush
<i>Juncus torrey</i>	Torrey rush
<i>Scirpus acutus</i>	Hardstem bulrush
<b>Forbs</b>	
<i>Asclepias incarnata</i>	Swamp milkweed
<i>Helenium autumnale</i>	Sneezeweed
<i>Iris missouriensis</i>	Rocky Mountain iris
<i>Lobelia cardinalis</i>	Cardinal flower
<i>Mimulus lewisii</i>	Red monkey flower
<i>Solidago canadensis</i>	Goldenrod

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### 3.4 Parks and Trail

- Locating all active recreation areas in uplands habitats adjacent to the wetlands
- Locating trails, in such a manner as to have minimal impact to wildlife, i.e. only on one side of the stream; screen with native vegetation; and keep from the stream margin as much as possible
- Protect sensitive habitat along the trail by posting signs prohibiting use by humans
- Gravel rather than pave parking lots for parks and trails

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DECLARATION OF PROTECTIVE COVENANTS,  
AGREEMENTS, CONDITIONS AND RESTRICTIONS

FOR

CREEK VIEW ESTATES

1992

REO NOTE AD

375764

Dennis D. Gecanelli

93 MAR 16 AM 11:12

ALAN SPRIGGS  
SUMMIT COUNTY RECORDER

REC'D Dg 1992

BOOK 714 PAGE 549 - 561

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Attachment 2 to Schedule 1

17.00

This Declaration of Protective Covenants, Agreements, Conditions and Restrictions for Creek View Estates ("Declaration"), is made and executed this \_\_\_\_\_ day of \_\_\_\_\_, 1992, by Dennis D. Ceccarelli (hereinafter designated the "Declarant").

RECITALS

A. Description of the Land. The development subject hereof is situated in and upon the following described land in Summit County, State of Utah:

Beginning at a point on the northerly boundary of "Jeremy Ranch Plat 2" as recorded in Entry #160885 in the office of the Summit County Recorder, Coalville, Utah, said point being South 89°47'18" West along the section line 3692.84 feet and North 3207.77 feet from the Southeast Corner of Section 2, Township 1 South, Range 3 East, Salt Lake Base and Meridian, Summit County, Utah; said point also being on the easterly Right-of-Way line of "Jeremy Road"; Thence South 48°35'14" West along said northerly boundary 70.00 feet, to a point on the westerly Right-of-Way line of said "Jeremy Road"; thence South 74°55'00" West along said northerly boundary 195.36 feet to a point on the boundary of the "Jeremy Ranch Golf Course"; thence North 29°28'04" West, along said boundary 294.52 feet; thence South 67°49'14" West, along said boundary 226.52 feet; thence South 65°43'35" West, along said boundary 105.00 feet; thence North 405.00 feet; thence North 67°04'57" East 387.85 feet to a point on the boundary of said "Jeremy Ranch Golf Course" said point also being on a 990.12 foot radius curve to the left (center bears North 67°04'57" East 990.12 feet); thence along said boundary and the arc of said curve 113.75 feet through a central angle of 06°34'57"; thence South 29°30'00" East, along said boundary, 479.48 feet to a point on a 398.18 foot radius curve to the left (center bears North 60°30'00" East 398.18 feet); thence along said boundary and the arc of said curve 82.79 feet through a central angle of 11°54'46" to the Point of Beginning.

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B. Declaration. The Declarant hereby declares that all of the properties described above shall be held, sold and conveyed subject to the following easements, restrictions, covenants and conditions which are for the purpose of protecting

BOOK 714 PAGE 550

the value and desirability of and which shall run with the real property and be binding on all parties having any right, title or interest in the described properties or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each Owner thereof.

## ARTICLE I

### DEFINITIONS

1.01 Defined Terms. Unless the context clearly indicates otherwise, certain terms as used in this Declaration shall have the meanings set forth in this Article I.

1.02 "Association" shall mean Creek View Estates Owner's Association, a Utah nonprofit corporation, organized to be the Association referred to herein, its successors and assigns.

1.03 "Board of Trustees" shall mean the governing board of this Association, appointed or elected in accordance with this Declaration and the Articles of Incorporation and By-Laws of the Association.

1.04 "Declarant" shall mean Dennis D. Ceccarelli, his successors and assigns.

1.05 "Lot" shall mean any plot of land shown upon any recorded subdivision map of the Subject Property including any Buildings and improvements thereon.

1.06 "Owner" shall mean the person or persons, including the Declarant, owning in fee simple a lot, as such ownership is shown by the records of the County Recorder of Summit County, State of Utah. The term "Owner" shall not refer to any mortgagee (unless such Mortgagee has acquired title for other than security purposes) or to any person or persons purchasing a lot under contract (until such contract is fully performed and legal title conveyed of record).

## ARTICLE II

### SUBMISSION AND DIVISION OF PROJECT

2.01 Submission. The Declarant, as record fee simple owner of the Subject Land, hereby submits the Subject Land, the Lots, the Buildings, and all other improvements now or hereafter made in or upon the Subject Land to the provisions of this Declaration and to the covenants, conditions, restrictions, reservations, assessment charges and liens hereunder. All of said property is and shall be held, conveyed, hypothecated, and improved as a development to be known as Creek View Estates. All

3 BOOK 714 PAGE 551

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of said property is and shall be subject to the covenants, conditions, restrictions, uses, limitations, and obligations set forth herein, each and all of which are declared and agreed to be for the benefit of said development; further, each and all of the provisions hereof shall be deemed to run with the land and shall be a burden and a benefit to the Declarant, and to any person acquiring, leasing or owning an interest in the real property and improvements, and respective personal representatives, heirs, successors, and assigns.

### ARTICLE III

#### APPLICATION, OBLIGATIONS, BENEFITS AND RESERVATIONS

3.01 Application. The covenants, agreements, restrictions and conditions provided hereinafter in their entirety shall apply to all lots included in Creek View Estates, as recorded with the Summit County, Utah, Recorder's Office (hereinafter referred to as "subdivision").

3.02 Owners Association. All owners of lots within the subdivision shall be members of Creek View Estates Owners Association, Inc. (hereinafter referred to as "Association") and shall be bound by the Articles of Incorporation, Bylaws, and Rules and Regulations of such Association, and shall further be obligated to pay all assessments made by such Association as hereinafter provided and as provided in such Articles, Bylaws, Rules and Regulations.

3.03 Oil and Mineral Rights Reserved. All oil, gas, coal, gravel and all other minerals on or under the property within the subdivision, together with the right of ingress and egress to prospect for, mine, drill and remove any and all such minerals have been reserved by prior owners of the property within the subdivision and all conveyances to or by owners of lots within the subdivision are and shall be subject to such reservations.

### ARTICLE IV

#### ARCHITECTURAL CONTROL COMMITTEE

4.01 Membership. As soon as there shall be three single family residences in the subdivision the Architectural Control Committee (hereinafter referred to as the "Committee") shall be composed of the Association. Until such time as the Association shall act as the Committee, Dennis Ceccarelli, his successors and assigns shall constitute such Committee and shall act for such Committee as herein provided. The Committee shall have the sole authority to make decisions concerning approval or disapproval as required by these covenants.

BOOK 714 PAGE 552

4.02 Procedure. The approval or disapproval as required in these covenants shall be in writing and shall set forth specifically any Architectural Guidelines not met. In the event there is a failure to approve or disapprove any plans and specifications submitted to the Committee within thirty (30) days after such submission, approval shall not be required and those covenants requiring approval shall be deemed to have been complied with fully.

4.03 Architectural Guidelines. The Committee shall prepare, and may amend from time to time, the Architectural Guidelines for the subdivision, which may specify styles, materials, colors, shapes, landscaping and any other architectural requirements or other matters affecting the appearance of the property and improvements thereon, which shall be binding upon all owners or others in constructing improvements on the lots in the subdivision. The decisions and determinations made by the Committee shall be final and be deemed fully enforceable and binding upon each and every lot owner.

4.04 Liability. The Committee shall not be liable in damages to any person submitting any plans for approval, or to an Owner or Owners of land within the Subdivision, by reason of any action, failure to act, approval, disapproval or failure to approve or disapprove, with regard to such plans unless due to their gross negligence, willful misconduct or bad faith. Neither the Association, the Committee, any member thereof, or their duly authorized representative shall be liable to any Owner for any loss, damage or injury arising out of, or in any way connected with, the performance of the Association's or Committee's duties hereunder unless due to the gross negligence, willful misconduct or bad faith of the Association or Committee. Any person or group acquiring the title to any Property in the Subdivision or any person submitting plans to the Committee for approval, by so doing shall be deemed to have agreed and covenanted that he, she, or they will not bring any action or suit to recover damages against the Association or Committee their members as individuals or their advisors, employees or agents except under the standards set forth herein.

## ARTICLE V

### RESIDENTIAL AREA COVENANTS

5.01 Land Use and Building Type. No lot in the subdivision shall be used except for residential purposes. No building shall be erected, altered, placed or permitted to remain on any lot other than one single family dwelling not to exceed two stories in height and private attached garages for not less than two vehicles and for not more than four vehicles. All land use and buildings shall be in compliance with all zoning and land use ordinances and regulations of the municipalities and agencies

governing the subdivision and all landscaping, grading and drainage of the land on each lot shall be completed so as to comply with the Neighborhood Grading and Drainage Plan, as approved by Summit County Engineers for the subdivision and the individual lots therein. No substantially similar house plans may be built in the subdivision.

**5.02 Architectural Control.** No building shall be erected, placed, or altered on any lot until the construction plans and specifications and a plan showing the location of the structure on the lot have been approved by the Committee as to quality of workmanship and materials, harmony of external design with existing structures, location with respect to topography and finished grade elevation, all in accordance with the Architectural Guidelines established as hereinafter set forth.

Unless approved by the Committee, no hedge more than three feet high and no fence or wall shall be erected, placed, altered or permitted to remain on any lot closer to the front street than the front of the residential structure on said lot or, where said hedge, fence or wall is located along the boundary line between two adjoining lots, it shall not be closer to the front street than the front of whichever residential structure on the two adjoining lots is nearest to the street. All fences, enclosures, and hedges must be approved by the Committee prior to installation. Lots shall be fully landscaped in accordance with the Architectural Guidelines. Landscaping shall be completed within the time stipulated hereinafter and in the Architectural Guidelines after the dwelling structure has been completed.

No building shall be permitted to remain incomplete for a period in excess of one (1) year from the date construction of the building was started unless approval, in writing, is obtained from the Committee.

**5.03 Dwelling Quality and Size.** The ground floor area of the main structure, exclusive of garage and any one story open porches, shall not be less than 1,850 square feet for a one story dwelling. In a split level dwelling the combined area of the single level and each of the two levels in the adjoining two story portion of the dwelling, exclusive of garage and any one story open porches, shall total not less than 2,350 square feet. In a two story home, the combined area of the ground story level and the story above the ground story level, exclusive of garage and any one story open porches, shall total not less than 2,500 square feet. In a split entry dwelling, the combined areas of the above ground level story shall be not less than 2,500 square feet with the above ground level not less than 1,500 square feet, exclusive of garage and any one story open porches.

A building "footprint" shall be defined as the ground area within the perimeters formed by the foundation of the

building. A one story house shall not have a footprint of less than 2,350. For a house of more than one story, either a "footprint" or 2,300 square feet, with a minimum of 600 square feet per additional above ground floor, or a total of 2,500 square feet of combined above ground floors is required. The building "footprint" of any structure to be built on any lot shall not be less than set forth above or the footprint on the building plan approved by the Committee, whichever is greater.

If four (4) feet or more of foundation is above finished grade, the basement shall be considered a story. Otherwise, for the purposes of these covenants, the basement area shall not be considered a story. For the purposes of these covenants, an unfinished basement or portion of the dwelling shall not be considered in determining the square footage figures above. "Unfinished," for these purposes, means anything less than framed, drywalled and painted or covered walls and carpeted or tiled floors. For a level to be considered a "ground floor" for the above purposes, the level must be at street level and totally visible above ground from the nearest street allowing immediate access to the dwelling. It is the purpose of this covenant to assure that all dwellings shall be of a quality of workmanship and materials substantially the same as or better than that which can be produced at the date that these covenants are recorded.

No dwelling shall be permitted that does not present at least a fifty five (55) foot frontage view to the street from which access to the lot is provided. In calculating frontage, garage frontage will be included.

No dwelling shall have a building height exceeding thirty (30) feet above fire-fighting grade.

#### 5.04 Building Location.

a. Buildings shall be set back from any street in accordance with Summit County requirements.

b. No building shall be located nearer than twelve (12) feet to an interior lot line, and the total width of the two side yards shall not be less than twenty-four (24) feet. No dwelling shall be located on any interior lot nearer than twenty-four (24) feet to the rear lot line. No accessory or out buildings shall be located to encroach upon any easements.

c. For the purpose of this covenant, eaves, steps and open porches shall not be considered as a part of a building, provided, however, that this shall not be construed to permit any portion of a building on a lot to encroach upon another lot.

Notwithstanding any provision in this paragraph 4.04 to the contrary, if any lot owner acquires title to two or more

adjacent lots and desires to, and does in fact construct only one structure upon said lots, the common boundary(s) between said lots shall not be deemed to be an interior lot line within the meaning of this paragraph 5.04. If a structure is constructed upon property consisting of two or more lots in which said structure would violate the provisions of paragraph 5.04 in the absence of the exception as set forth herein, said lots may not be redivided or conveyed separately for the purpose of creating additional building sites, nor shall construction of a second structure be commenced upon said lots.

5.05 Lot Area and Width. No dwelling shall be erected or placed on any lot having a width of less than eighty (80) feet at the minimum building setback line. No lot or lots may be redivided for the purpose of creating any additional building sites.

5.06 Utility Easements. Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plats over the front ten (10) feet of each lot measured from the abutting roadway right-of-way line and over the side and rear eight (8) feet of each lot except as otherwise shown on the plat. Within these easements, no structure, planting or other materials shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities, or which may change the direction of flow of drainage channels in the easements, or which may obstruct or retard the flow of water through drainage channels in the easements. This easement area of each lot and all improvements in it shall be maintained continuously by the owner of the lot, except for those improvements for which a public authority or utility company is responsible.

5.07 Roadway. Roadways are reserved as shown on the recorded plats. No use may be made of the property within these roadways by the individual lot owners except for access to and from the lots in the subdivision.

5.08 Nuisances. No noxious or offensive activity shall be carried on upon any lot nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood. All vehicles (including, but not limited to recreational vehicles, boats, snowmobiles, motor homes and trailers) shall be parked within the garage, or for limited times, on a designated paved parking pad separate from the main driveway. All recreational vehicles, boats, snowmobiles, motor homes, trailers, mechanical equipment or materials not stored in the garage shall be effectively screened from the view of Jeremy Road, other lots and the golf course. All automobiles exposed to view from the front of the house, any other lot, any street or road, or the golf course, shall be maintained in running condition, properly licensed, and be regularly used. No commercial or industrial type vehicle shall be stored or parked on any lot or street in the subdivision except

during actual use for construction on a lot or maintenance of the subdivision.

5.09 Temporary Structures. No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other out-building, shall be used on any lot at any time as a residence either temporarily or permanently.

5.10 Private Residence-Moving Structures. Each lot shall be used for private residence purposes only and no structure of any kind shall be moved from any other location to any lot in the subdivision.

5.11 Signs. No sign of any kind shall be displayed to the public view on any lot except a professional sign of not more than six (6) square feet in size.

5.12 Oil and Mining Operation. No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any lot, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in any lot. No derrick or other equipment designed for use in boring for oil, natural gas or other mineral shall be erected, maintained or permitted upon any lot.

5.13 Livestock, Poultry and Pets. No animals, livestock, or poultry of any kind shall be raised, bred or kept on any lot, except that dogs, cats or other household pets may be kept; provided that they are not kept, bred or maintained for any commercial purpose and are restricted to the owner's control; provided further that no more than two such household pets shall be kept on any lot. "Control" for the above purposes shall only mean on a leash or lead, within a vehicle, within the residence of the owner, or within the fenced confines on the premises of the owner. Fierce, dangerous or vicious animals shall not be permitted.

5.14 Satellite Dish and Antenna. No satellite dish or antenna shall be erected on any lot without the approval of the Committee.

5.15 Fireplaces and Wood Burning Devices. All fireplaces and wood burning devices shall meet Federal Environmental Protection Agency guidelines.

5.16 Garage and Refuse Disposal. No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste material shall not be kept except in sanitary containers. All equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition and away from public view.

BOOK 714 PAGE 557

5.17 Sight Distance at Intersections and Driveways. No fence, wall, hedge or shrub planting which obstructs sight lines at elevations between two (2) and six (6) feet above the roadways shall be placed or permitted to remain on any corner lot within the triangular area formed by the roadway property lines and a line connecting them at points twenty-five (25) feet from the intersection of the roadway lines or, in the case of rounded property corners, from the intersection of the roadway property lines extended. The same sight-line limitations shall apply on any lot within ten (10) feet from the intersection of a roadway property line with the edge of a driveway or alley pavement. No tree shall be permitted to remain within such distances of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sight-lines.

5.18 Landscaping. All landscaping shall be completed within the time stipulated by the Architectural Guidelines but in no case shall such time exceed one (1) year from the time of occupancy or completion of the residence or extend beyond July 31 of the next calendar year, whichever occurs last, without written approval of the Committee. Trees, lawns, shrubs or other plantings provided by the owner of each respective lot shall be properly nurtured and maintained by the owners of each lot or they shall be replaced, at the lot owners' expense, upon request of the Committee.

5.19 Yard Lamp. Each owner of a lot in the subdivision, at the time of construction of improvements upon the lot, shall furnish and install, and shall thereafter maintain, a front yard lamp, the type and location of which shall be in accordance with the specifications in the Architectural Guidelines.

5.20 Owners' Upkeep of General Appearance of Property and Lots. Each lot owner shall be responsible for maintaining the general neat appearance of any building or other improvement located on his or her property. Proper upkeep shall include maintaining the property in good condition and appearance to the satisfaction of the Committee, including but not limited to: regular cleaning, painting and keeping all parts of any building or improvement in good repair.

Each owner of a lot (whether vacant or otherwise), in the subdivision shall be responsible for maintaining his lot clear of rubbish and unsightly debris and shall keep said property free from weeds or any other unsightly growth, condition, or hazard.

The Association shall have authority to clean, maintain or repair any neglected, or unkempt property or property in poor repair, at the lot owner's expense; after a lot owner has failed or refused to comply with a clean-up, maintenance or repair request by the Association within ten (10) days after written notice. No such request or notice by the Association shall be necessary if a

condition constitutes an emergency which threatens or may threaten the safety or well-being of any lot or surrounding property.

## ARTICLE VI

### PRIVATE DRIVEWAY

6.01 Driveway. The Owners of Lots 2, 3, and 4 shall have the right to ingress and egress over, upon, and across the private driveway as designated in the Creek View Estates Plat, as recorded with the Summit County, Utah Recorder's Office.

6.02 Easements for Maintenance, Cleaning and Repair. The Owners of Lots 2, 3, and 4 shall have the irrevocable right to have access to the private driveway as may be necessary for the maintenance, cleaning, repair or replacement thereof. The Owners of Lots 2, 3, and 4 shall keep the same in a good, clean, attractive, safe and sanitary condition, order and repair.

6.03 Expenses. The Owners of Lots 2, 3, and 4 shall be responsible for one-third (1/3) of the expenses for said driveway, including but not necessarily limited to repairs, maintenance, and snow removal.

## ARTICLE VII

### ASSESSMENTS AND LIENS

7.01 Personal Liability and Lien; Foreclosure. All owners of lots within the subdivision shall be subject to assessments to be levied by the Association, for the purpose of maintaining the roadways, driveways, and common areas (including without limitation, open spaces) in the subdivision or for other purposes as determined by the Association, and all owners shall be liable to the Association for payment of such assessments. Each assessment, together with interest accruing thereon and all costs, including reasonable attorneys' fees, incurred in enforcing or collecting the assessment, with or without suit, shall be and remain a lien upon the lot owned by the assessed owner from and after the date a notice of such lien is recorded in the records of the Summit County Recorder's Office as hereinafter set forth, which lien may be foreclosed in the manner provided for by law for the foreclosure of trust deeds by trustee's sale. Associated Title Company, a Utah corporation shall be deemed to be and is hereby appointed and designated to act in the capacity of Trustee with all rights and obligations appurtenant thereto. To this end, each and every lot owner acquiring title to real property that is subject to this Declaration of Protective covenants, Agreements, Restrictions and Conditions DOES HEREBY CONVEY AND WARRANT to Associated Title

Company, its trustee, with power of sale, said property. In furtherance of this provision, the Association shall be deemed to be a beneficiary of said conveyance and in that capacity shall be entitled to such rights, benefits, and obligations as are provided for under Utah Code Annotated §57-1-19 et. seq. (1953 as amended) or other relevant statute.

7.02 Interest; Suit. Each assessment not paid within ninety (90) days of the date of the assessment shall accrue interest at the rate of fifteen percent (15%) per annum from the date of the assessment until paid and the Association shall have the right to recover a money judgment for any unpaid assessment, plus interest and costs, including reasonable attorney's fees, without waiving or foreclosing the lien securing the same.

7.03 Priority Over Other Liens. The amount of any assessment, plus interest, costs and attorney's fees, upon the recording of a notice of lien setting forth the amount thereof and the lot against which it is assessed, shall have priority over all other liens and encumbrances, recorded or unrecorded, except only tax and special assessment liens and liens or encumbrances against the lot recorded prior to the date such notice is recorded, which by law would be a lien prior to subsequently recorded encumbrances.

## ARTICLE VIII

### GENERAL PROVISIONS

8.01 Term. These covenants are to run with the land and shall be binding on all owners of lots within the subdivision and on all persons claiming under them for a period of forty (40) years from the date these covenants are recorded. Thereafter, these covenants shall be automatically extended for successive periods of ten (10) years unless an instrument signed by a two-thirds (2/3) majority of the then owners of the lots has been recorded, agreeing to change the covenants in whole or in part.

8.02 Enforcement. These covenants, restrictions and conditions constitute equitable servitudes and may be enforced by any lot owners, by the Association, or by the Committee by proceedings at law or in equity against any person or persons violating or threatening or attempting to violate any covenant either to restrain and enjoin violation or to recover damages. In the event of enforcement herein, the defaulting party shall be liable for all attorney's fees and court costs.

8.03 Severability. Invalidation of any one of these covenants by court decree shall in no wise affect any of the other provisions, which shall remain in full force and effect.

8.04 Amendment. These covenants may be amended, within the initial forty (40) year term, by the written approval of not

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less than seventy-five percent (75%) of the fee simple owners of the lots within the subdivision.

8.05 Counterparts. This Declaration may be executed in any number of counterparts, each of which shall be an original for all purposes, but all of which shall constitute but one and the same instrument.

8.06 Certification of Fee Simple Ownership. The undersigned hereby certifies that he is the fee simple owner of the lots within the subdivision.

8.07 Construction. Should any conflict ever arise between the provisions of this Declaration and the provisions of the Articles of Incorporation or By-laws of the Association, or the Architectural Guidelines established by the Association, the provisions of this Declaration shall be deemed paramount and shall prevail.

IN WITNESS WHEREOF, the undersigned has executed this Declaration the day and year first above written.

DECLARANT:

Joan M. Ceccarelli  
JOAN M. CECCARELLI

Dennis D. Ceccarelli  
DENNIS D. CECCARELLI

The foregoing instrument was acknowledged before me this  
5th day of March, 1992, by Dennis D. Ceccarelli AND  
1993

Joan M. Ceccarelli.

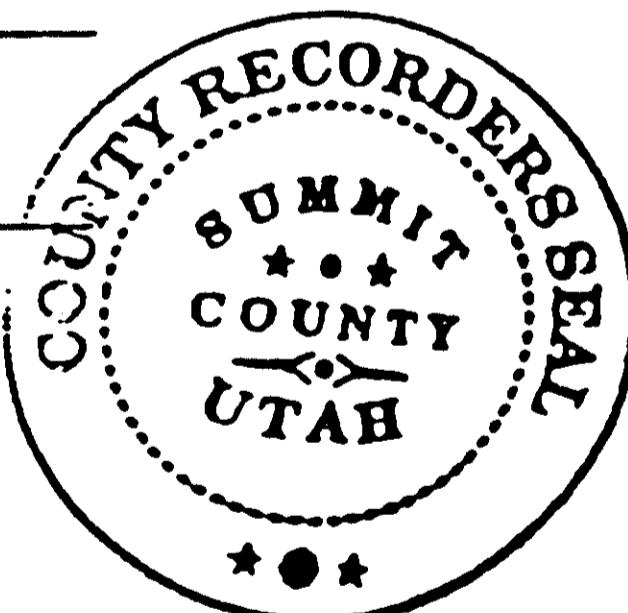
Al Clark, Notary  
NOTARY PUBLIC

Residing at Coalville, Utah

County Recorder

My commission expires

1/1/95



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13 BOOK 714 PAGE 561

Schedule 2  
Phasing

BACK NINE

Phase one	Development of initial 63 lots to commence fall of 1993
Phase two	Development of remaining lots to start spring of 1994
WILDFLOWER	Development to commence fall of 1993

MOOSE HOLLOW

Phase One	Development of initial 26 lots to commence fall of 1993
Phase Two	(Zastrop parcel), development commencement date undetermined
POND, HARWOOD, FREEWAY	Developed and sold within 5 years
PLAT SIX	Developed and sold within 5 years
CLUBHOUSE CONDO	Developed and sold within 4 years
COMMERCIAL	Development to commence in 1994 and continue over the next 5 to 7 years

Notwithstanding the foregoing estimated phasing schedule, Developer will not be obligated to develop or sell except in accordance with the available market and in a reasonable and prudent fashion

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Schedule 2

**Memorandum**

Date: **July 8, 1993**  
To: **Jody Burnett**  
From: **Lesley Burns, County Planner *LRB***  
Subject: **Development Review Fees for Jeremy Ranch Consent Agreement**

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As we discussed with the Board of County Commissioners on Tuesday, the following is a breakdown of the development review fees for the Jeremy Ranch Consent Agreement. These fees are based upon the fee schedule for a vested rights determination contained in the Snyderville Basin Development Code Administrative Guidelines, Section 4.9.2.1 and figured with the information available from the proposal.

**Residential Units @ \$100.00/unit**

Moose Hollow	26	(PC recommendation was 31 units)
Wildflower	18	
Back Nine	115	
Pond/Hrwd/Frwy	42	
Plat 6	15	(PC recommendation was 20 units)
<u>Clubhouse Condo</u>	<u>100</u>	(Number of units assumed, no vesting for density)
<b>Total</b>	<b>316 units X \$100.00/unit</b>	<b>\$31,600.00</b>

**Institutional @ \$75.00/acre (square footage of church unknown)**

L.D.S. Church parcel	5 acres X \$75.00/acre	<b>\$375.00</b>
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**Commercial @ \$200.00/acre (square footage of commercial unknown)**

South of Clubhouse	14.33 acres	
<u>South of Homestead Road</u>	<u>3 acres (approx)</u>	
<b>Total</b>	<b>17.33 acres X \$200.00/acre</b>	<b>\$3,466.00</b>
	<b>Total</b>	<b>\$35,441.00</b>

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SCHEDULE 3  
Development Review Fees

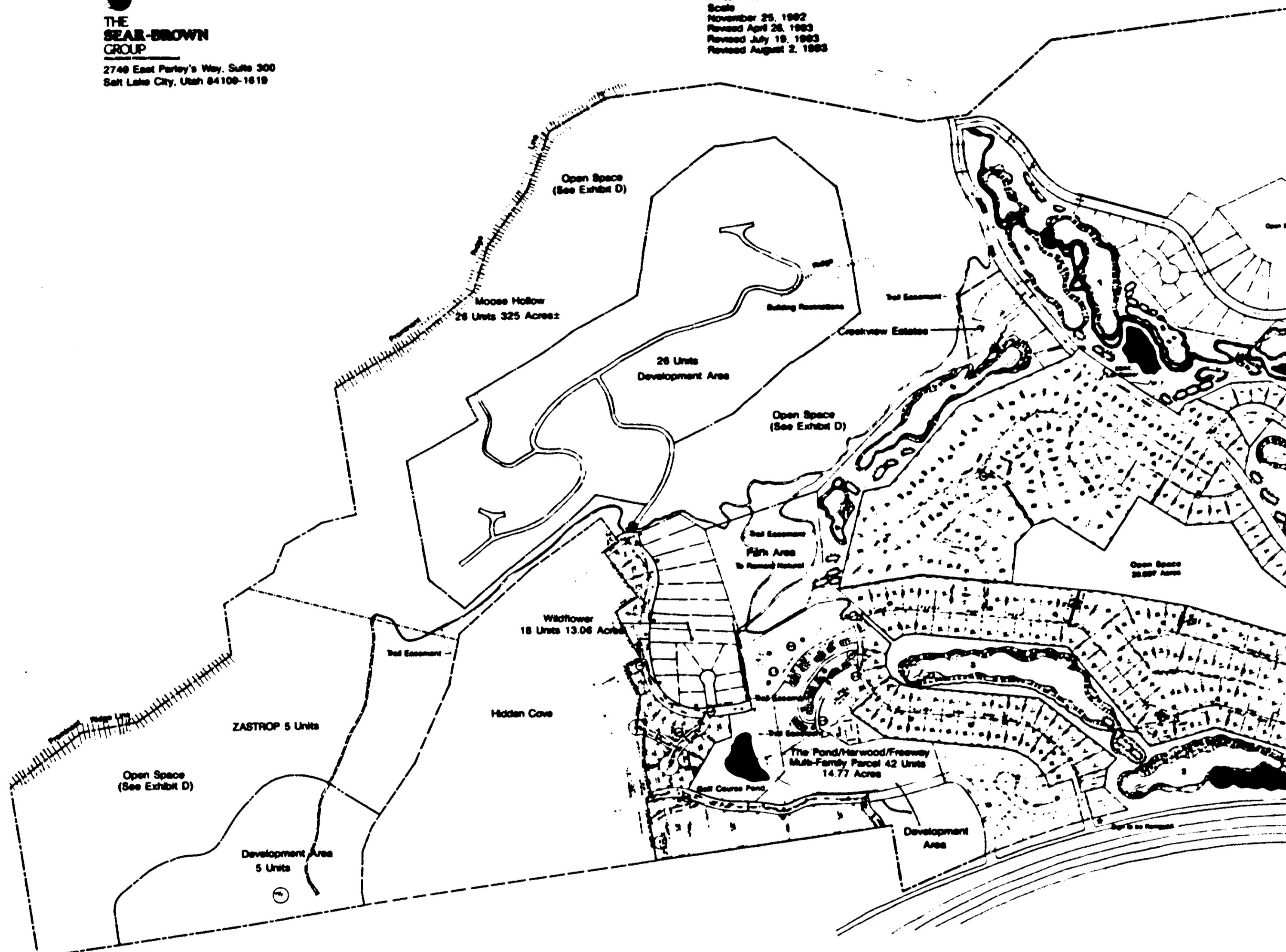
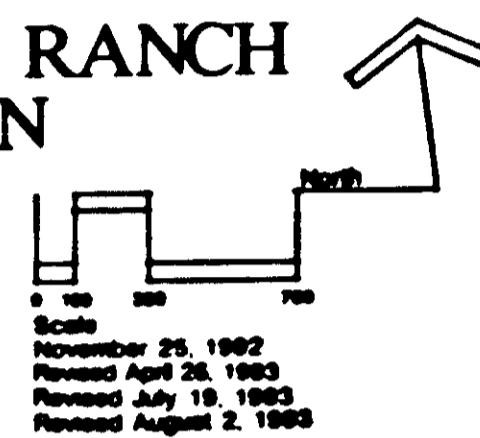
**Owner:**  
Fourth Princess Anne Properties, Inc.  
2101 Park Avenue, Suite 400  
Virginia Beach, Virginia 23451

**Planner:**

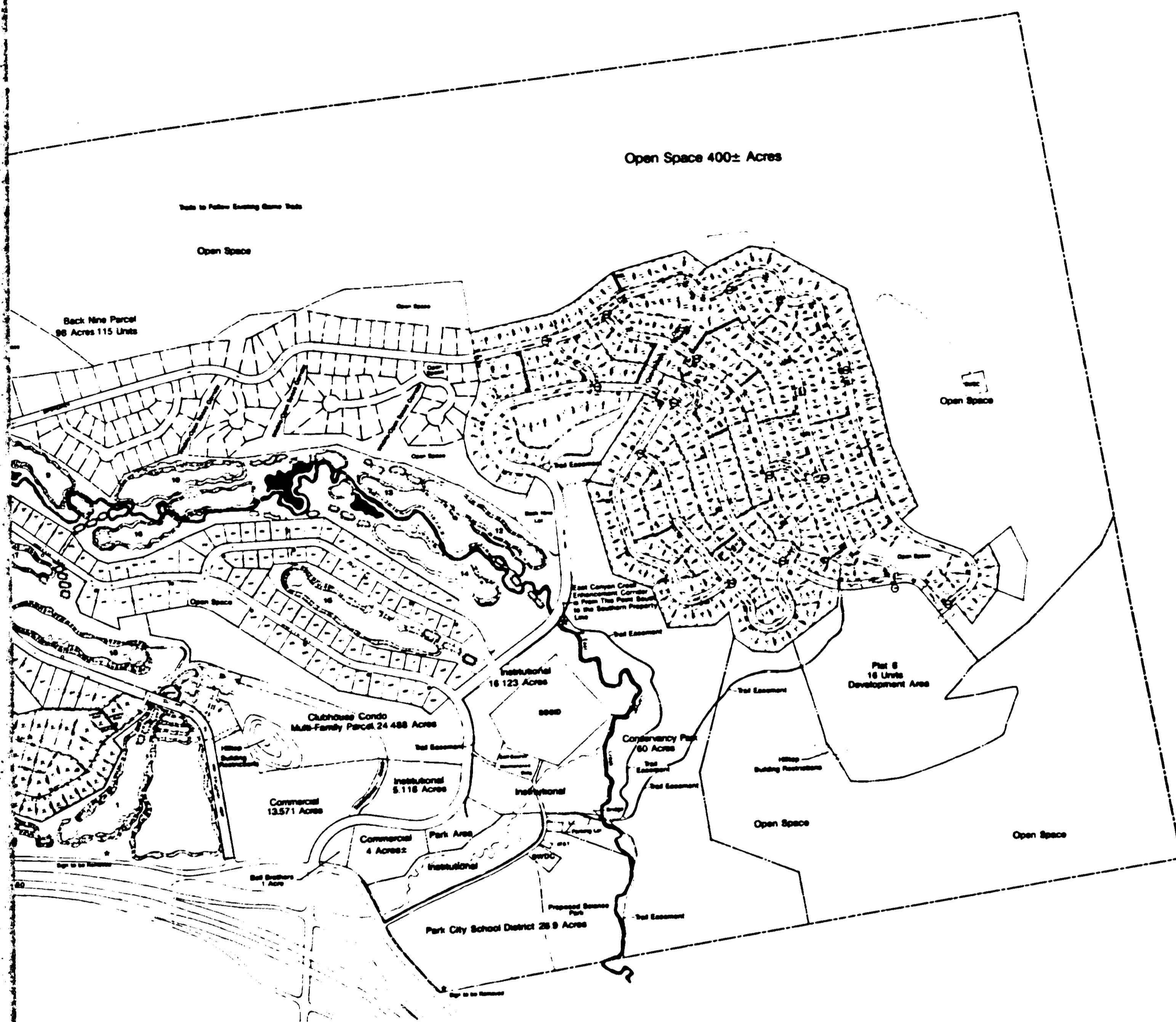
**THE  
SEAR-BROWN  
GROUP**

2740 East Parley's Way, Suite 300  
Salt Lake City, Utah 84108-1619

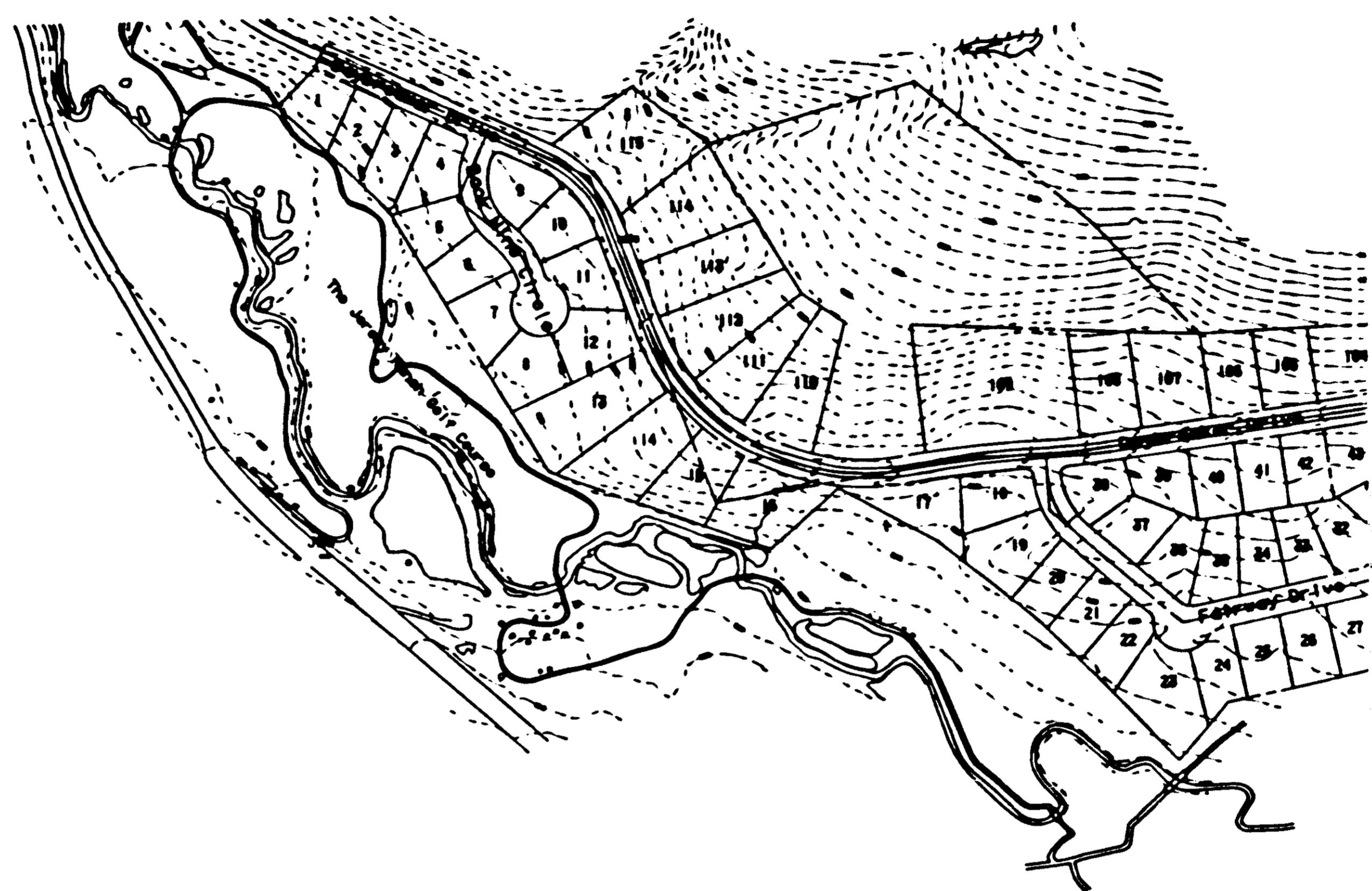
**THE JEREMY RANCH  
SPECIFIC PLAN  
EXHIBIT B<sub>1</sub>**



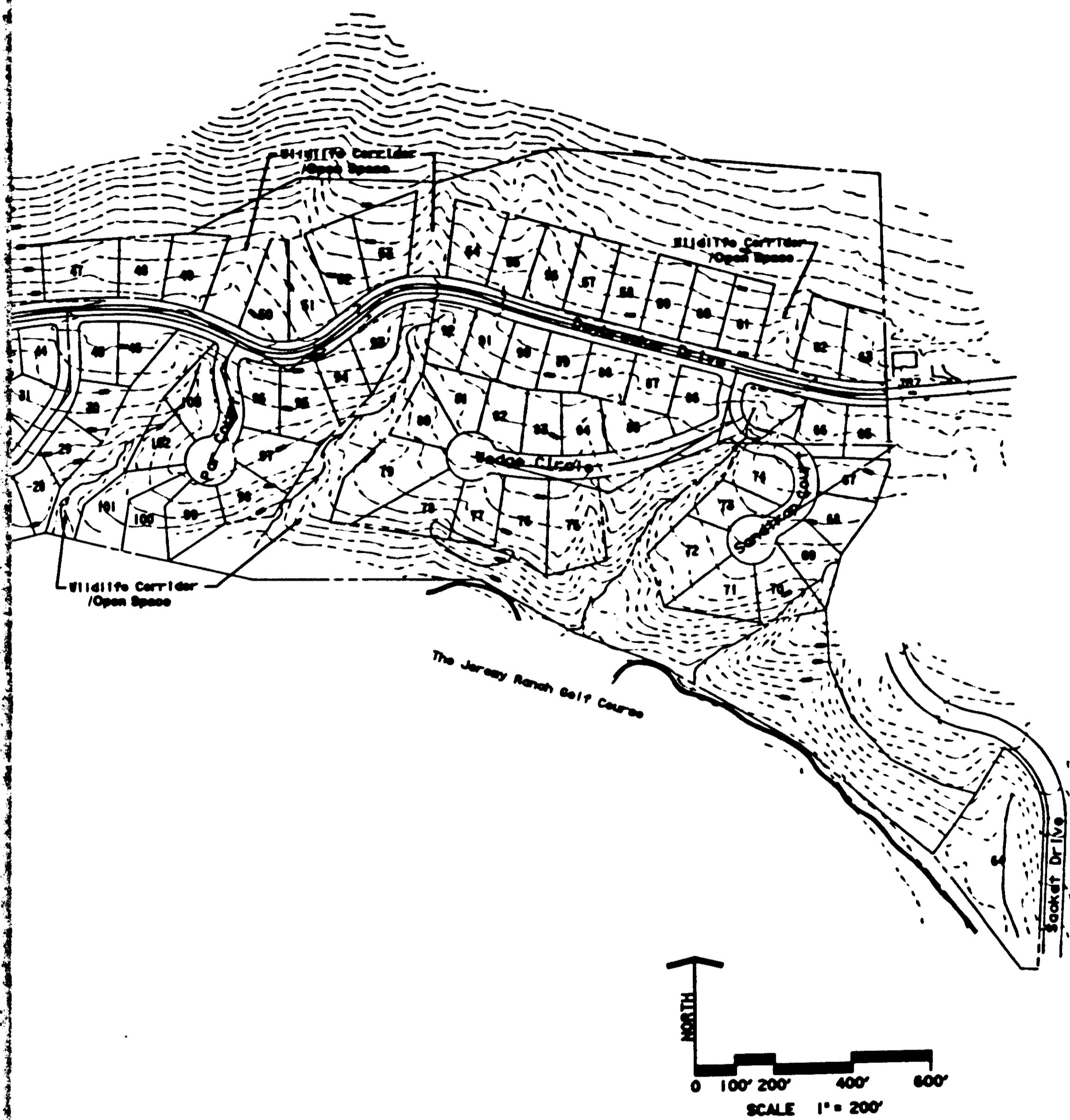
00389144 Bk00758 Pg00083



00389144 Bk00758 Pg00084



00389144 Bk00758 Pg00085



**EXHIBIT B<sub>2</sub>** 00389144 Bk00788 Pg00086

**BACK NINE SUBDIVISION  
AT JEREMY RANCH**

A Utah Subdivision Located in a Portion of  
Section 1 and Section 2, Township 1 South,  
Range 3 East, Salt Lake Base and Meridian,  
Summit County, Utah.

DATE PLOTTED JULY 26, 1998  
FILE NAME: 11438\OVERALL.DON

REVISIONS	DATE
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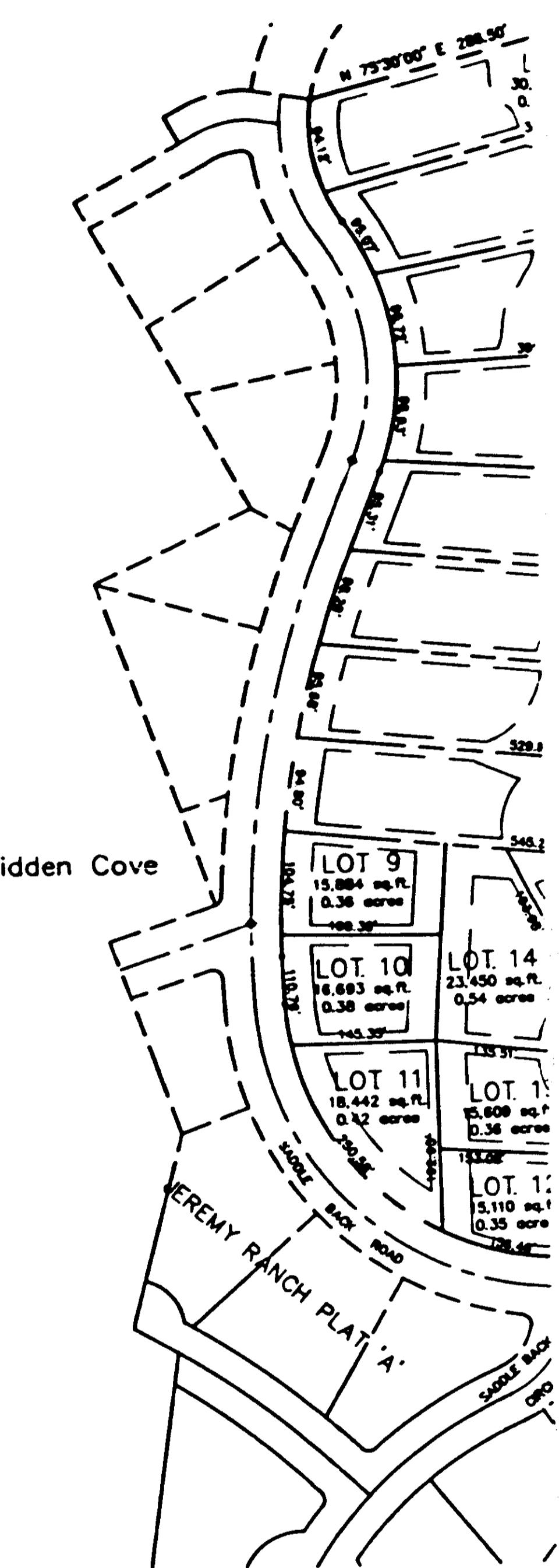
PROJECT ENGINEER/ARCHITECT	DATE
R. LARSEN	
PROJECT MANAGER	DATE
J. DEPAIN	
DEPT/BRANCH/PLATE/NUMBER	DATE
BRANCH BY	DATE DRAWN
SCALE	DATE SHEAD
1" = 200'	

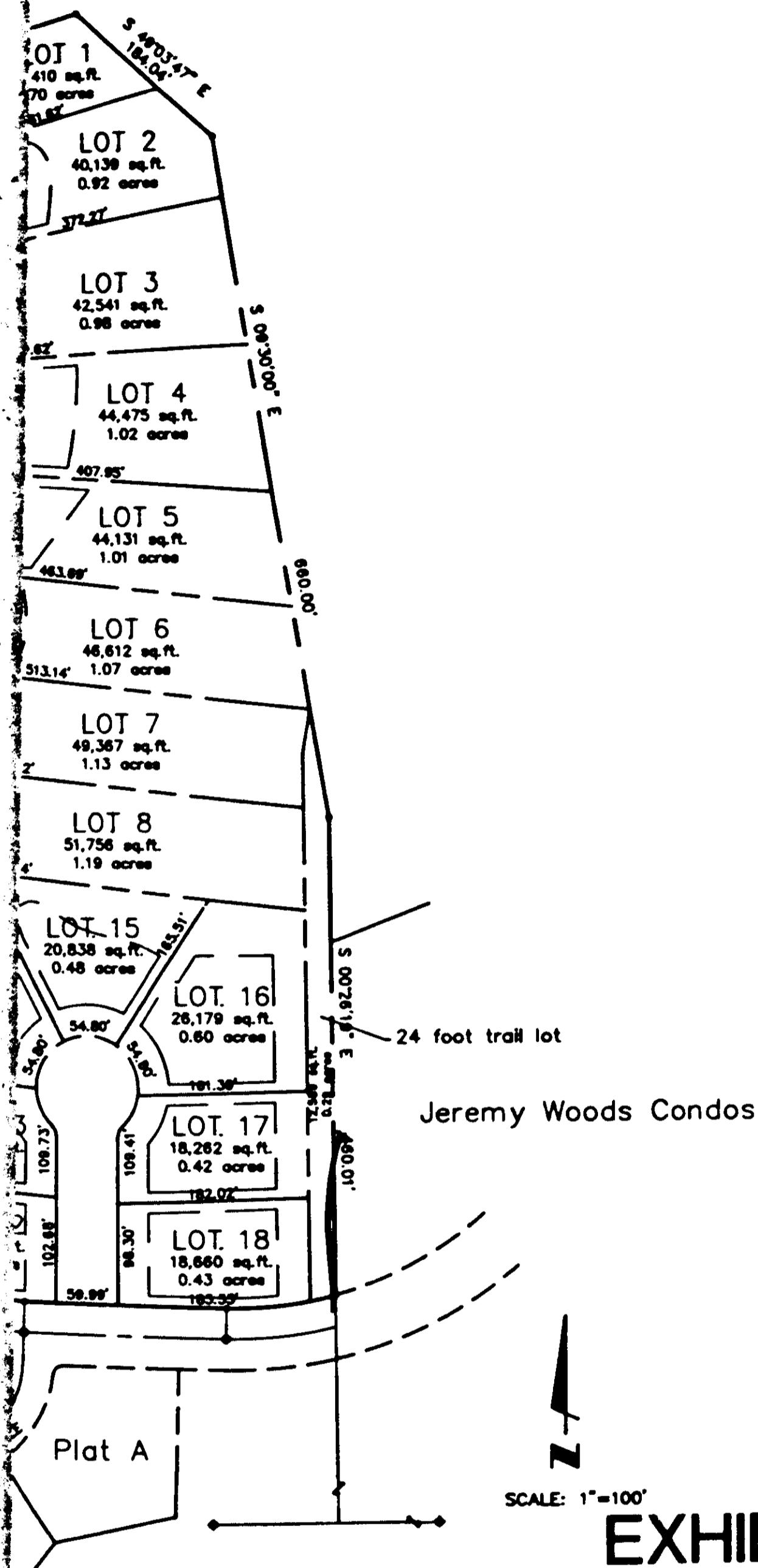
  

THE SEAR-BROWN GROUP	MAIL: 2149 E. PARLEY'S WAY, SUITE 300 SALT LAKE CITY, UT 84109-1099 PHONE: 800-944-9107 FAX: 800-944-9107
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PROJECT NO.	11438
NAME	B <sub>2</sub>
TYPE OF DRAWING	BACK NINE CONFIGURATION PLAN

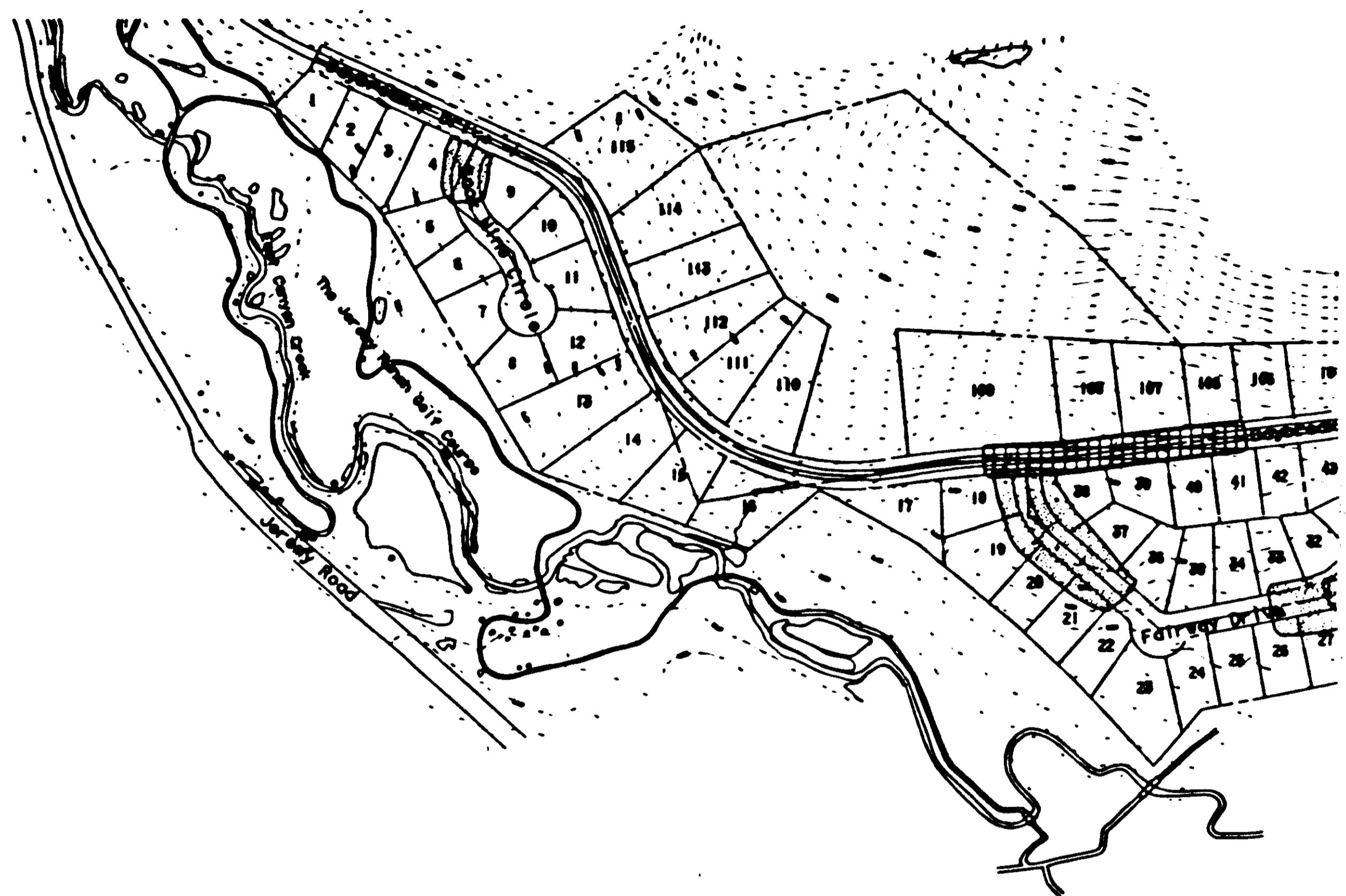




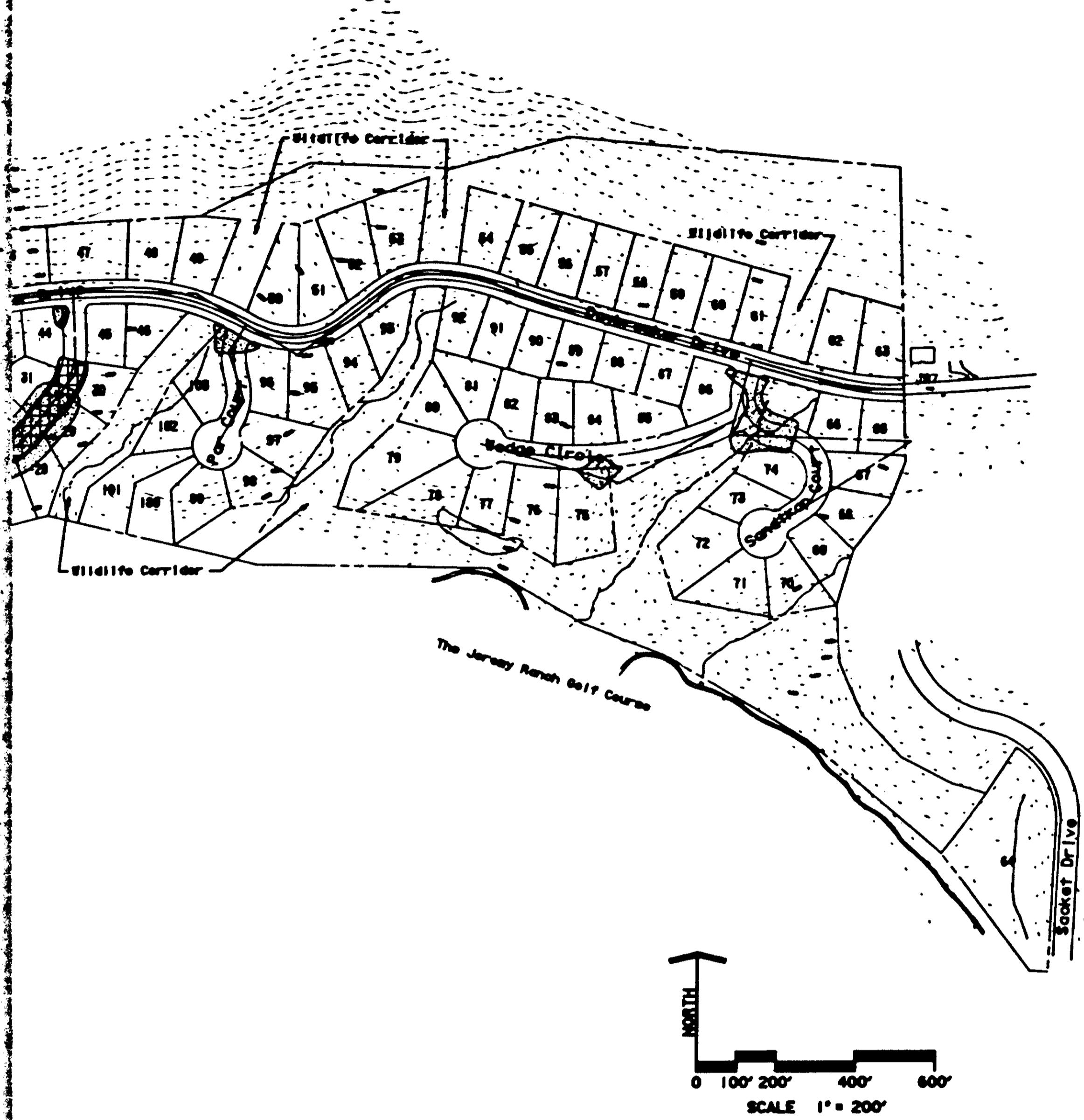
00389144 Bk00758 Pg00088

DRAWING FILE 11313PLAT.BWZ  
DATE PLOTTED 7/8/03

PROJECT DIRECTOR/ARCHITECT	Chris Ridout	DATE
PROJECT MANAGER	Jim Despin	DATE
DEPT./DIVISION	Site Lake City, UT	DATE
DRAWN BY	Mike Howard	DATE DRAWN
SCALE	1"=100'-0"	DATE REvised
THE SEAR-BROWN GROUP FULL SERVICE DESIGN PROFESSIONALS 2740 E. PARKLEY'S WAY, SUITE 100 SALT LAKE CITY, UT 84116-3570 (800) 448-7177 FAX (801) 448-3570		
PROJECT NO.	11313	DRIVING NO.
B <sub>3</sub>		FILE OF DRAWING WILDFLOWER CONFIGURATION PLAN
REVISIONS	1	DATE
REVISIONS	2	DATE
REVISIONS	3	DATE
REVISIONS	4	DATE
REVISIONS	5	DATE
REVISIONS	6	DATE
REVISIONS	7	DATE



00389144 Bk00758 Pg00089



00389144 Bk0078 Pg00090

# **EXHIBIT C<sub>1</sub>**

## ROAD EXCEPTIONS TO DESIGN CONDITIONS

# BACK NINE SUBDIVISION AT JEREMY RANCH

**A Utah Subdivision Located in a Portion of  
Section 1 and Section 2, Township 1 South,  
Range 3 East, Salt Lake Base and Meridian,  
Summit County, Utah.**

AREAS WHERE ROADS CROSS 30% OR  
GREATER SLOPES & AREAS WHERE CUTS  
AND FILLS EXCEED 12'

### AREAS WHERE ROADS EXCEED 8% GRADES (EXISTING AND PROPOSED)

DATE PLOTTED AUGUST 2, 1993  
FILE NAME: 11438\OVERALL.DCN

PROJECT		PROJECT NO.		DATE	
BACK NINE SUBDIVISION		C-1000		07/07/07	
AT JEREMY RANCH SUMMIT COUNTY, UTAH					
POTOMAC VENTURES, INC.					
TRUE N. 50' DRIVING ROAD CUTS & FILLS OVER 12' A 20% GRADE CROSSING A ROAD GRADE					
PROJECT		PROJECT NO.		DATE	
THE SEAR-BROWN GROUP		2149 E. PARKLEY'S WAY, SUITE 300 SALT LAKE CITY, UT. 84009-1613 (800)446-9101 FAX (800)446-9870		07/07/07	
PROJECT		PROJECT NO.		DATE	
CAPTIVITY • 100% THE MALONEY GROUP		100-00000000		07/07/07	
PROJECT		PROJECT NO.		DATE	
A. LARSEN		100-00000000		07/07/07	
PROJECT MANAGER					
J. DESPAIN					
DEPT./MANAGER/APPRAISER/OWNER					
MAIL BY		DATE DRAWN			
SCALE		DATE ISSUED			
1" = 200'					
REVISIONS					
DATE				07	

# MOOSE HOLLOW at Jeremy Ranch

Residential

EXHIBIT C<sub>2</sub>

00389144 Bx 00758 Pg 00091

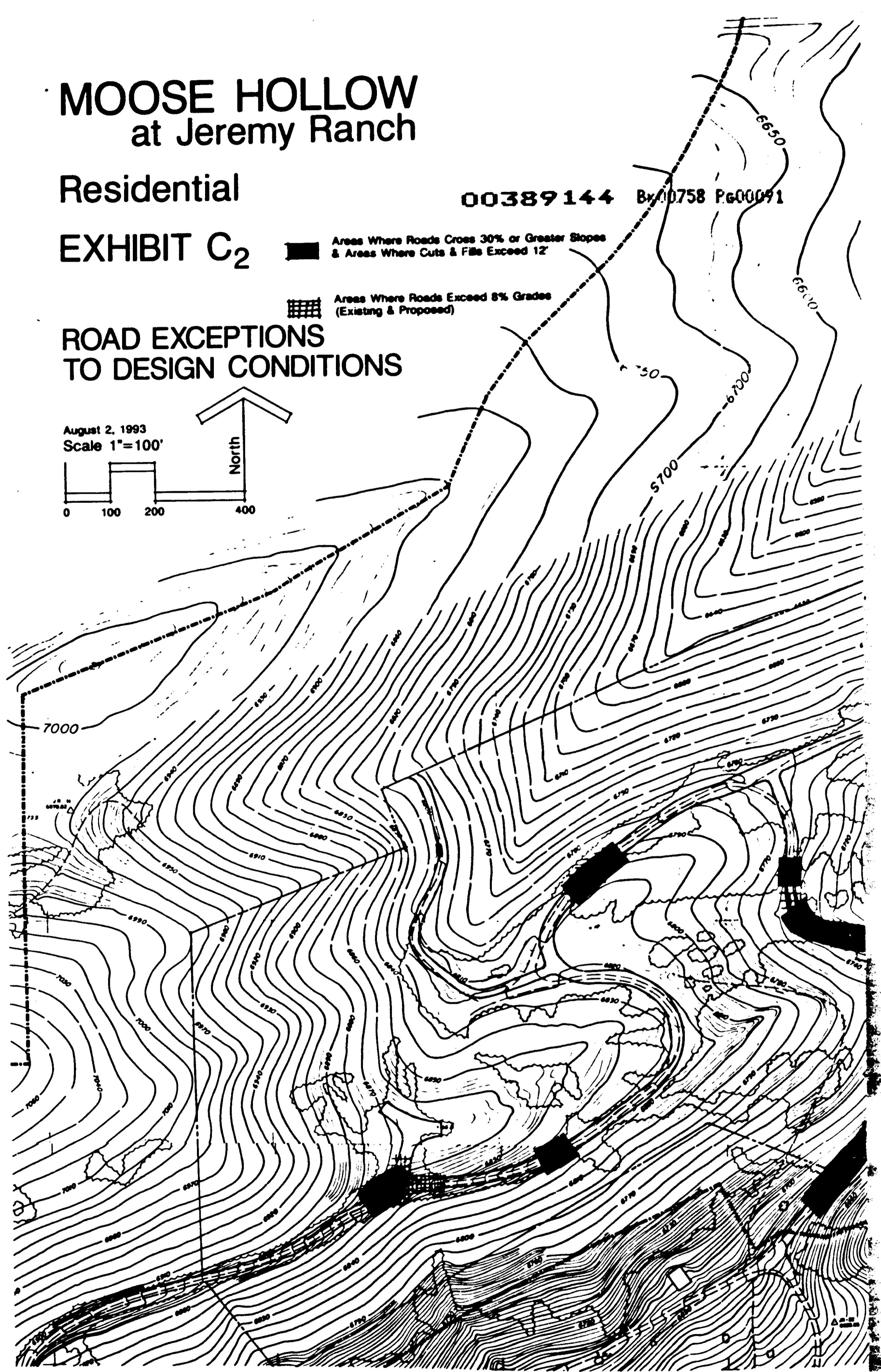
Areas Where Roads Cross 30% or Greater Slopes  
& Areas Where Cuts & Fills Exceed 12'

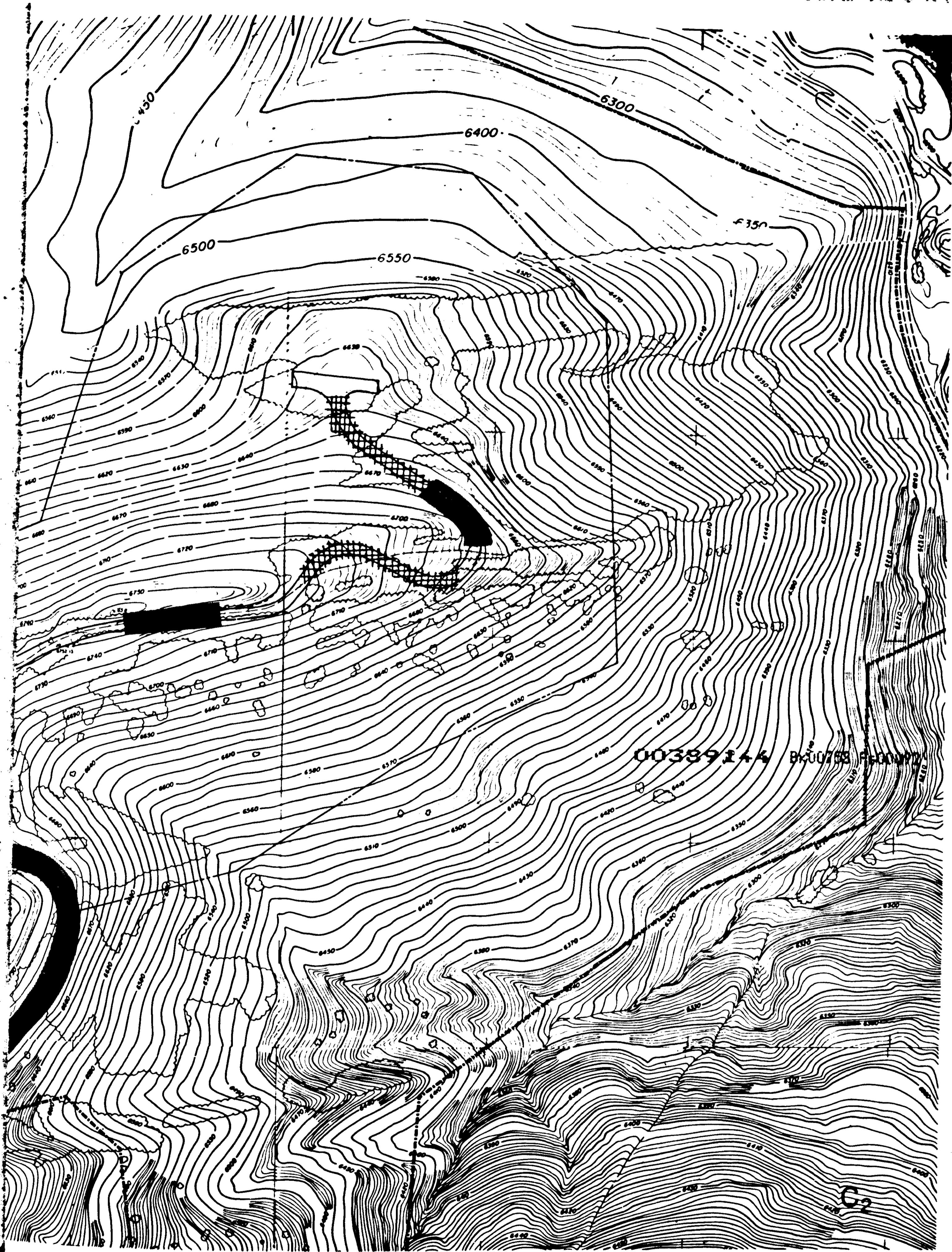
Areas Where Roads Exceed 8% Grades  
(Existing & Proposed)

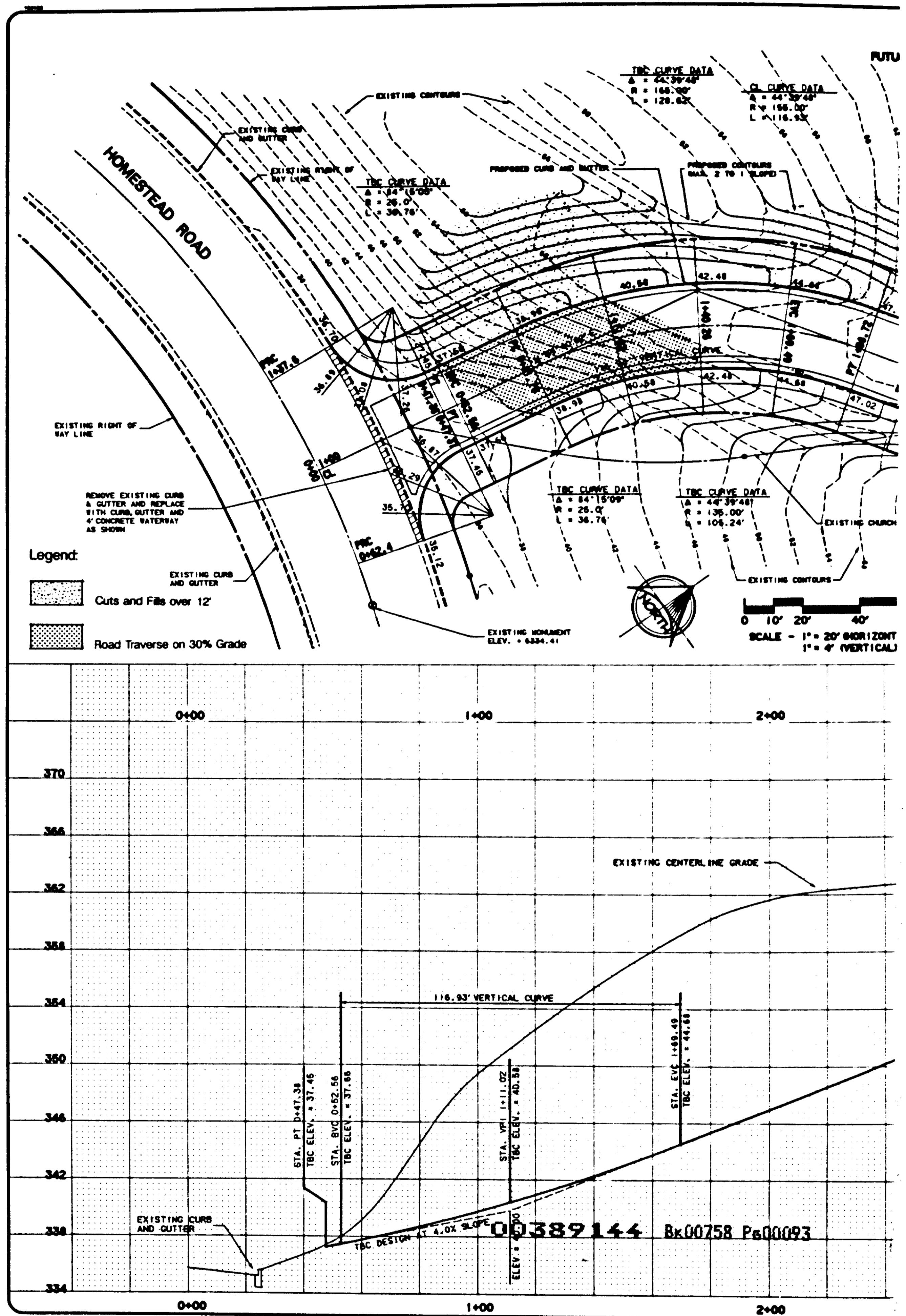
## ROAD EXCEPTIONS TO DESIGN CONDITIONS

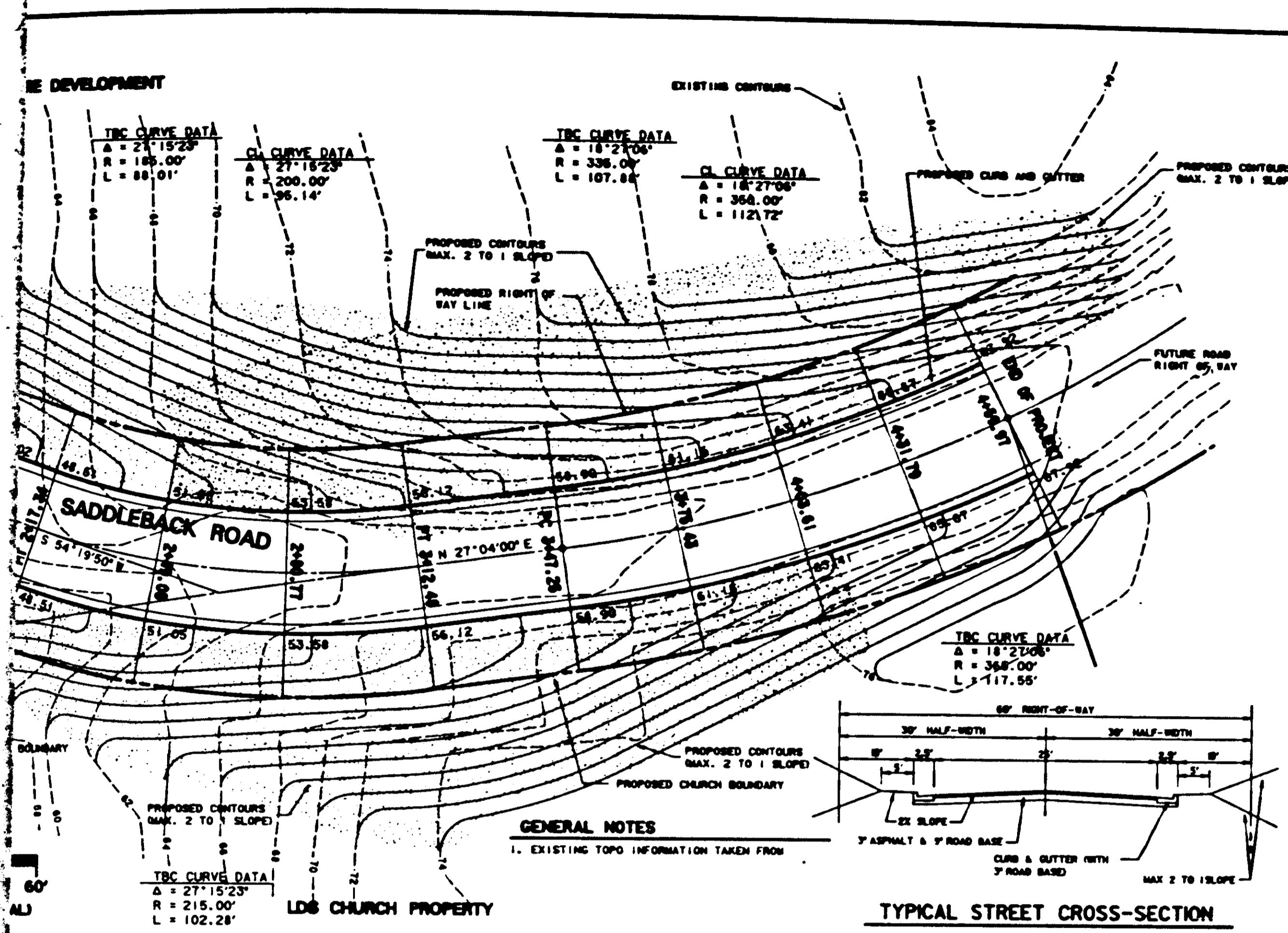
August 2, 1993  
Scale 1"=100'

0 100 200 400

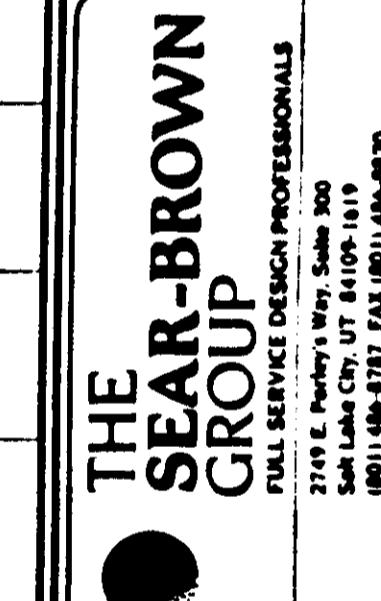








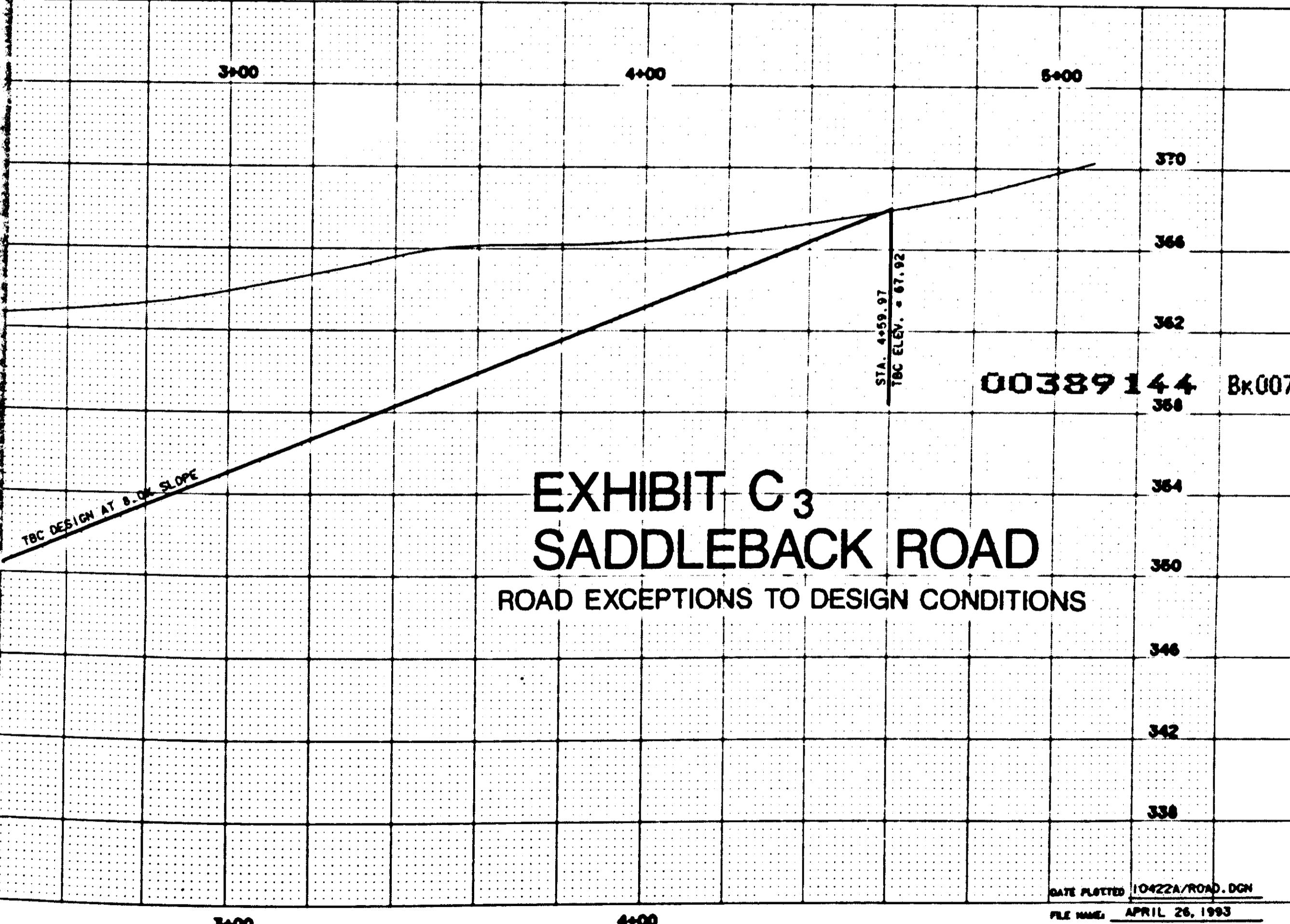
PROJECT NO.	10422A	DATE DRAWN	APRIL 26, 1993
DRAWING NO.	C 3	SCALE	1:1000
PROJECT TITLE		ROAD EXCEPTIONS TO DESIGN CONDITIONS	
FOR		VIRGINIA BEACH FEDERAL SAVINGS BANK	
&		LDS CHURCH	
PROJECT		SADDLEBACK ROAD DESIGN	
BY		THE SEAR-BROWN GROUP	
DESIGN PROFESSIONALS		2109 E. Polyester Dr. Suite 100 Suffolk, Va. 23476-1610 (601) 486-4777 FAX (601) 486-4870	
REVISIONS			
DATE	BY	DATE	BY



PG00094

PROJECT	SADDLEBACK ROAD DESIGN
FOR	VIRGINIA BEACH FEDERAL SAVINGS BANK
&	LDS CHURCH
TITLE OF DRAWING	ROAD EXCEPTIONS TO DESIGN CONDITIONS

PROJECT NO.	10422A
DRAWING NO.	C 3



DATE PLATED 10422A/ROAD.DGN

FILE NAME APRIL 26, 1993

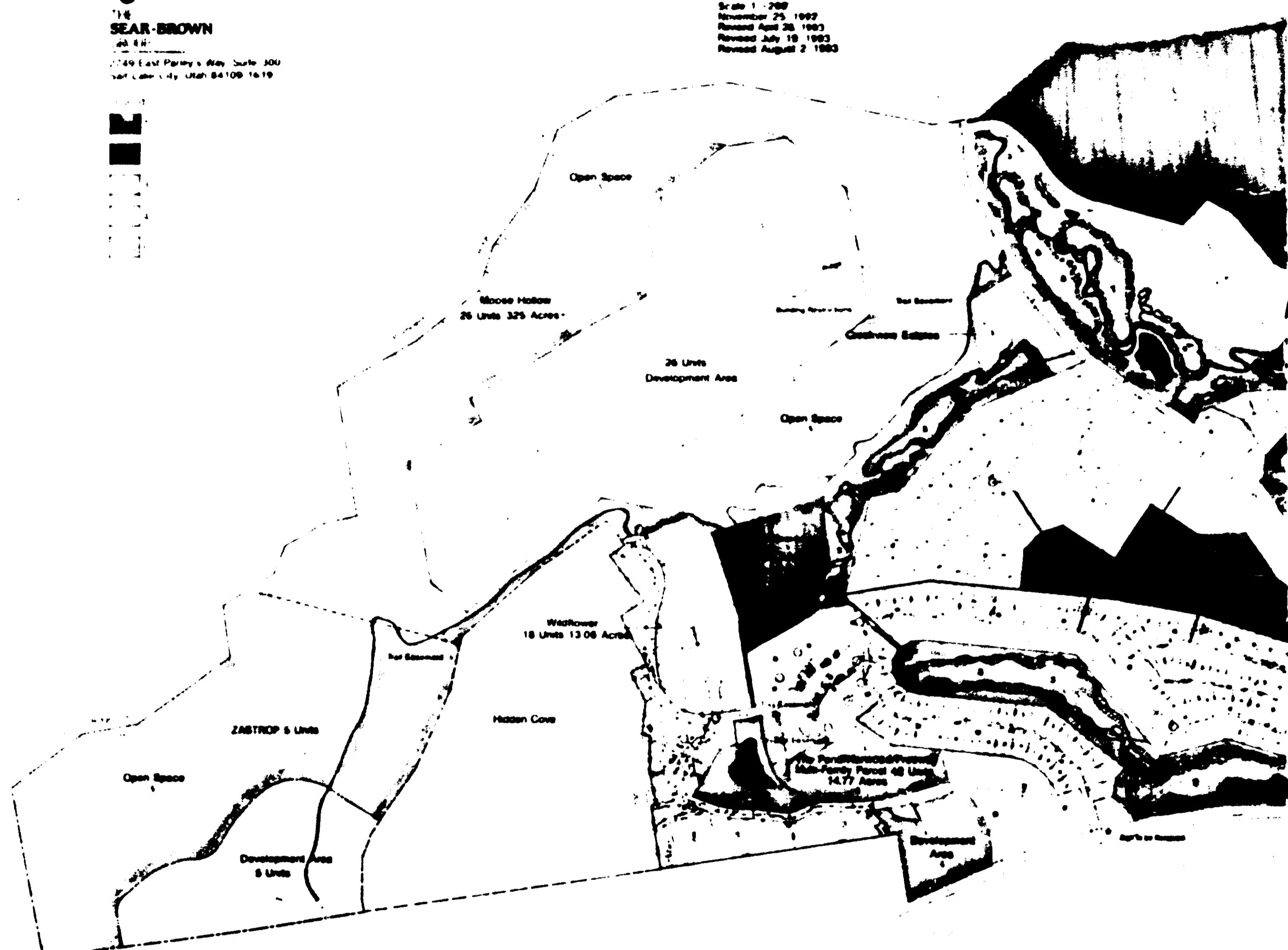
Owner:  
Fourth Princess Anne Properties, Inc.  
2101 Park Avenue Suite 400  
Virginia Beach, Virginia 23451

Planner:

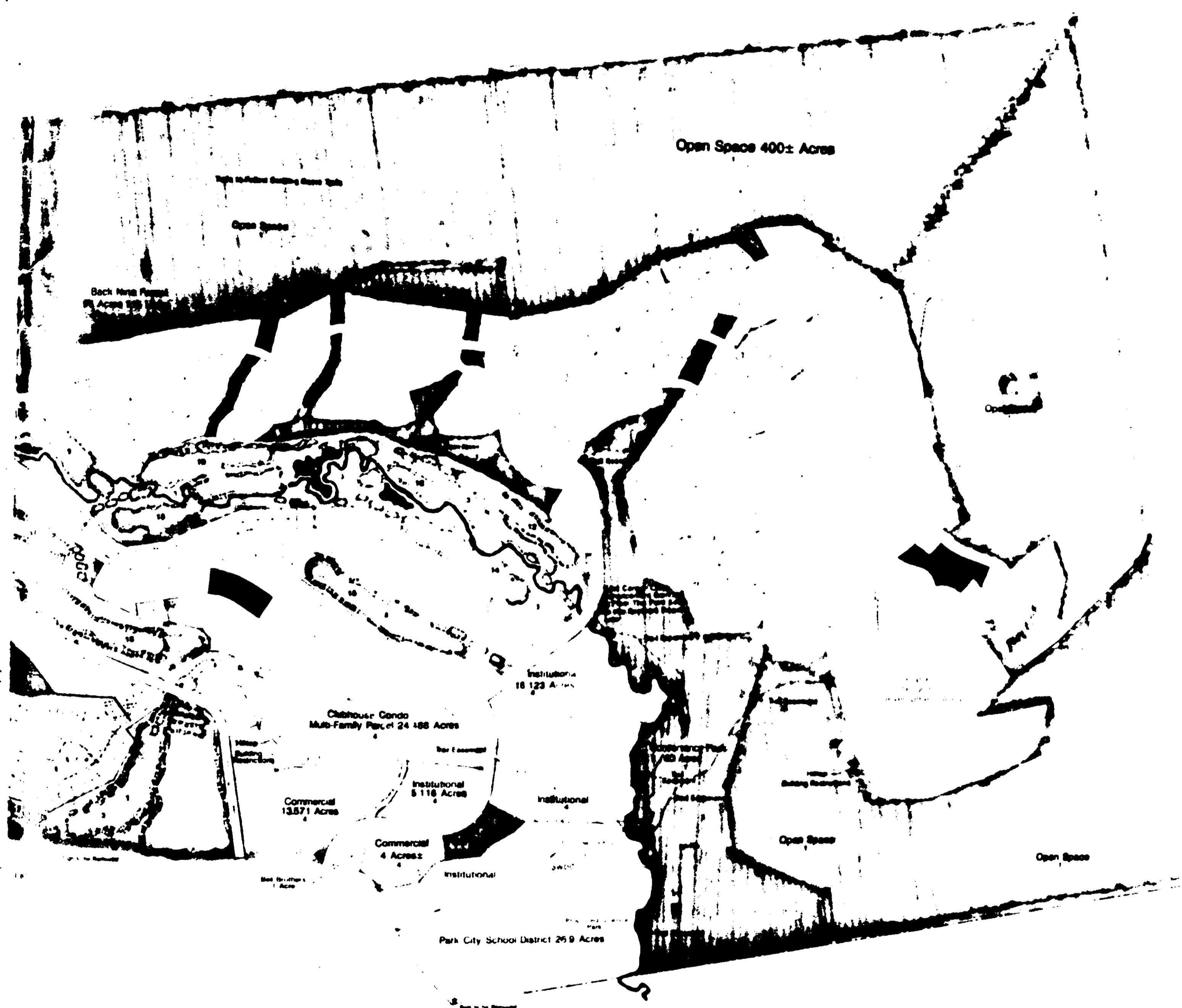
THE  
SEAR-BROWN  
PLANNERS  
1749 East Parley's Way, Suite 300  
Salt Lake City, Utah 84109-1619

THE JEREMY RANCH  
SPECIFIC PLAN  
EXHIBIT D  
OPEN SPACE

Scale 1: 2000  
November 25, 1982  
Revised April 26, 1983  
Revised July 19, 1983  
Revised August 2, 1983



00389144 Bk00758 Pg00095



00389144 Ex0758 Pg000096