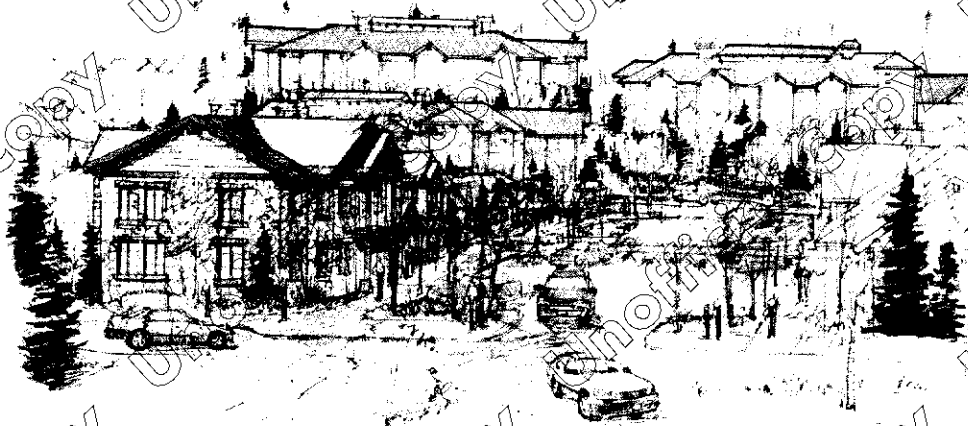


**AMENDED AND RESTATED
DEVELOPMENT AGREEMENT
BEAR HOLLOW VILLAGE
SPECIALLY PLANNED AREA
(SPA) PLAN
SNYDERVILLE BASIN
SUMMIT COUNTY, UTAH**

OCTOBER 2, 2003

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ALAN SPRIGGS, SUMMIT CO RECORDER
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REQUEST: SUMMIT COUNTY CLERK



WHEN RECORDED RETURN TO:

**Summit County Clerk
Summit County Courthouse
60 North Main
Coalville, Utah 84017**

**AMENDED AND RESTATED DEVELOPMENT AGREEMENT
FOR THE BEAR HOLLOW VILLAGE SPECIALLY PLANNED AREA (SPA) PLAN
SNYDERVILLE BASIN, SUMMIT COUNTY, UTAH**

THIS AMENDED AND RESTATED DEVELOPMENT AGREEMENT ("Development Agreement") is entered into effective as of the 2nd day of October 2003 (the "Effective Date"), by and among SUMMIT COUNTY, a political subdivision of the State of Utah, by and through its Board of County Commissioners (the "County"), BHV EQUITY ASSOCIATES, LLC, a Massachusetts limited liability company ("BHV"), PACIFIC SECURITY FINANCIAL, INC., a Washington Corporation and PRING CORPORATION, a Washington corporation (collectively "Pacific Security"), BEAR HOLLOW RESTORATION, LLC, a Utah limited liability company, by HAMLET HOMES CORPORATION, a Utah corporation, managing member ("Hamlet") and SWANER MEMORIAL PARK FOUNDATION, a Utah nonprofit corporation ("Swaner").

- A. The County and Bear Hollow Village, L.L.C. ("Prior Owner") entered into a Development Agreement dated July 27, 1998 (the "Prior Agreement") with respect to the development of approximately 174 acres of land and appurtenant real property rights located in Summit County, Utah (the "Property"), which Property is more particularly described on Exhibit 1 in the Bear Hollow Village SPA Plan Book of Exhibits (the "Exhibits").
- B. BHV acquired, by means of non-judicial foreclosure and other means, a portion of the Property commonly described as the Sports Park Condominium Parcel, the Laurelwood Condominium Parcel, the Lodge Parcel and other property (collectively, the "BHV Property"), which is more particularly described on Attachment 1.
- C. Pacific Security acquired, by means of non-judicial foreclosure, a portion of the Property ("Pacific Security Property"), which is more particularly described on Attachment 2.
- D. As of the date hereof, Hamlet acquired a portion of the Property (the "Hamlet Property"), which is more particularly described on Attachment 3A. Hamlet also has the right to purchase the Pacific Security Property pursuant to the terms of Purchase and Sale Agreement dated February 19, 2003 between Hamlet and Pacific Security.
- E. Swaner acquired a portion of the Property commonly described as the 107 Acre Parcel, which is more particularly described on Attachment 3B (the "Swaner Property").
- F. The Property has been partially developed as a dwelling and commercial village known as the Bear Hollow Village Specially Planned Area Plan (hereinafter, the "Village SPA" or "Village") which has been and will continue to be constructed in accordance with the

Bear Hollow Village Specially Planned Area Zone District Plan ("Bear Hollow Village SPA"). This Development Agreement serves to implement the Bear Hollow Village SPA, the Snyderville Basin General Plan (the "General Plan"), and County Ordinance 337 in accordance with the provisions of the Snyderville Basin Development Code (the "Code").

- G. The County has adopted an amendment to the General Plan, the Code, and the Zoning Map classifying the Property as the Bear Hollow Village SPA Zone District and setting forth therein such land use classifications, residential and commercial densities, and development locations as are permitted under this Development Agreement.
- H. Notwithstanding any other provision of the Prior Agreement, this Development Agreement or the Book of Exhibits, the development responsibilities and obligations under the Prior Agreement and/or this Development Agreement (i) with respect to those portions of the Property owned by individuals or entities not parties to this Development Agreement, and/or not described on Attachments 1, 2 and 3A hereof (the "Other Village Property") have been substantially performed and/or otherwise satisfied except as otherwise noted in this Development Agreement, including but not limited to those items described in Attachment 6A hereto; and (ii) with respect to the Swaner Property have been performed and/or otherwise satisfied.
- I. This Development Agreement clarifies the standards and procedures that will be applied to certain additional administrative approvals contemplated in connection with the future development of the BHV Property, the Pacific Security Property and the Hamlet Property (collectively, the Subject Village Property") as well as the construction of improvements of benefit to the Property and to establish certain standards for the phased development and construction of the Subject Village Property and certain Subject Village Property improvements and to address requirements for certain public amenities.

The County also desires to receive certain public benefits and amenities and the "Developers", as defined below, are willing to provide these public benefits and amenities in consideration of the agreement of the County for increased densities and intensity of uses in the Subject Village Property pursuant to the terms of this Development Agreement.

- K. This Development Agreement, which further implements the Bear Hollow Village SPA, provides detailed data regarding the site plan, open space, architecture, Developer obligations and contributions and other relevant data relating to the Subject Village Property. The County and the Developers agree that each shall comply with the standards and procedures contemplated by the Bear Hollow Village SPA, this Development Agreement and its accompanying attachments and the Exhibits, the Code, and the General Plan with respect to all required development approvals.
- L. The County, acting pursuant to its authority under Utah Code Annotated, Section 17-27-101, et seq., the Code, the General Plan, and its Administrative Guidelines has made certain determinations with respect to the proposed Village, and in the exercise of its legislative discretion, has elected to approve the use, density, and general configuration

of the Village pursuant to the Bear Hollow Village SPA, resulting in the negotiation, consideration and approval of the Prior Agreement and this Development Agreement after all necessary public hearings.

- M. The Developers, as successors in interest to the Prior Owner, and the County desire to amend and restate the Prior Agreement pursuant to the terms and conditions of this Development Agreement.

FINDINGS:

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

1. Village Approval. Following lawfully advertised public hearings on November 12, 1997, March 10, 1998, and March 24, 1998, the Village received a recommendation for approval through the Prior Agreement by action of the Planning Commission taken on March 24, 1998. The Board of County Commissioners held a lawfully advertised public hearing on April 27, 1998, and during a lawfully advertised public meeting on May 4, 1998, approved the Village under the process and procedures set forth in the Code, General Plan, and Administrative Guidelines. Further, pursuant to various lawfully advertised public hearings held by The Board of County Commissioners in August and September of 2003, the further amendments of the Prior Agreement have been addressed, considered and approved. The terms and conditions of approval are incorporated fully into this Development Agreement. In making such approval, the Board of County Commissioners made such findings of fact and conclusions of law as are required as a condition to the approvals, as reflected in the staff recommendation adopted with any modifications, as reflected in the minutes of the above-referenced public meetings, and as reflected by the other enumerated findings herein.
2. The SPA Plan involves phased plat and site plan applications, and has a cumulative proposed project size in excess of 100 acres.
3. The SPA Plan, as reflected in and conditioned by the terms and conditions of this Development Agreement; is in conformity with the General Plan, any existing capital improvements programs, the provisions of the Code, to include concurrency and infrastructure requirements, and all other development requirements of the County
4. The SPA Plan contains outstanding features which advance the policies, goals and objectives of the General Plan beyond mere conformity, including the following:
(i) agreements with respect to design controls and limitations to minimize the visual impact of the development; (ii) the clustering and appropriate location of density, (iii) the creation of a significant trail system and park area connections

and improvements; (iv) the provision for historic easements, facilities, and amenities to offset development impacts.

5. There exists adequate provisions for mitigation of all fiscal and service impacts on the general public (the County and its Special Districts), including, at a minimum, contributing all capital improvements and facilities necessary to accomplish these purposes.
6. The SPA Plan meets or exceeds development quality and aesthetic objectives of the General Plan and Code is consistent with the goal of orderly growth in the basin, and minimizes construction impacts on public infrastructure within the basin.
7. There will be no construction management impacts that are unacceptable to the County.
8. Developers have committed to comply with all appropriate Concurrency and Infrastructure requirements of the Code, and all appropriate criteria and standards described in this Development Agreement.
9. The proposed development reasonably assures life and property within the Snyderville Basin is protected from any adverse impact of its development.
10. Developers shall take appropriate measures to prevent harm to neighboring properties and lands, including without limitation the Other Village Property, from development including nuisances.
11. This Development Agreement implements the Bear Hollow Village SPA.
12. Except as may be otherwise specified herein, the development responsibilities and obligations under the Prior Agreement and/or this Development Agreement with respect to the Other Village Property have been performed and/or otherwise satisfied. The development responsibilities and obligations under the Prior Agreement and/or this Development Agreement with respect to the Swaner Property have been performed and/or otherwise satisfied.
13. This Development Agreement shall govern the development and improvement of the Subject Village Property from and after the Effective Date.
14. The increased densities and intensity of uses in excess of the base densities and uses within the Bear Hollow Village SPA are established pursuant to the Snyderville Basin Development Potential Matrix which was implemented through the Bear Hollow Village SPA, Ordinance 337. As part of its use, density, and configuration herein approved. Developers have provided the following Matrix amenities:

"LAND USE PLANNING PRINCIPLES," Mandatory:

**COLUMN 1. DEDICATION AND PRESERVATION OF VIEWSHED/
ENVIRONMENTAL FEATURES OF THE AREA**

Objectives of this Principle: Retention of all or major portions of all meadow and hillside viewsheds and ridge lines and other significant environmental features. Minimize removal of vegetation from the site and any over-lot grading. Try to fit the project into the natural landscape.

Bear Hollow Village:

Will meet the requirements of this principle by:

- Clustering Development to Preserve Viewsheds Along Two Existing Drainage Areas
- Preserving Significant Existing Vegetation with Proposed Layout
- Providing 100-foot Minimum Setback from State Highway 224 right-of-way
- Protecting Visual Corridor and Meadow Viewshed with Project Layout
- Performing a Visual Analysis of the Site

The visual corridor along Highway 224 is a valuable asset to the Snyderville Basin Community. The proposed project layout protects this corridor and the viewsheds within the site by clustering the development on the West side of the Highway and establishing a layout that preserves the viewshed along two existing drainage areas.

COLUMN 2. CONSISTENCY WITH DESIRED NEIGHBORHOOD CHARACTER

Objective of this Principle: The development shall be compatible with the desired neighborhood development patterns identified in the General Plan and both the applicable Neighborhood Plan and Land Use Plan Map. Encourage cluster development that will ensure economy on the public and private service deliveries, provide at least 60% open space.

Bear Hollow Village:

Will meet the requirements of this principle as follows:

- Area Designated as "Village Center"
- Proposed Layout is Compatible with Desired Neighborhood Development Patterns identified in the General Plan
- Character of Development is Compatible with the Mountain Environment.

- Cluster Development is Provided as well as 60% Open Space.

The proposed development is compatible with the desired neighborhood development patterns identified in the General Plan and Neighborhood Plan. The land on the West side of the Highway has been designated as a "Village Center" on the new General Plan. The character of the proposed development is compatible with the mountain environment, the resort nature of the area, and the design principles identified in Policy 2.2 of the General Plan for a "Village Center."

The proposed layout follows the design principles established in the General Plan for a Village Center, as we will discuss later, addressing the requirements in Column 9. Cluster development is provided as well as 60% open space.

COLUMN 3. COMMUNITY AND NEIGHBORHOOD RECREATION FACILITIES

Objective of this Principle: The development shall provide appropriate recreation and trail facilities that meet the specific neighborhood residents demands which will be generated by the development project. The specific recreation and trail facilities provided shall be adequate to satisfy the neighborhood demand.

Bear Hollow Village:

According to the Snyderville Basin Recreation and Trails Master Plan, the development needs to provide neighborhood trails to serve the needs of the residents and guests within the development, as well as a neighborhood park (5 acres minimum).

The Village development will provide appropriate recreation and trail facilities to meet the specific impact generated by the project. Trails for interior circulation and connections to adjacent properties are being proposed as shown on the proposed plan. A park to mitigate the impact from this development is also being proposed as shown on the new plan. Pocket parks along the trail system, with appropriate playground equipment, will also be part of the Village.

The following is a summary of the Village's contributions to Community and Neighborhood Recreation Facilities in Column 3:

- Approximately 2,535 feet of Neighborhood Trails
- A Five-Acre Public Park as discussed in Section 2.5.3.
- Pocket Parks along the Trail System

"COMMUNITY BENEFIT CRITERIA", Incentives:

COLUMN 4. ENVIRONMENTAL ENHANCEMENTS

Objective: To provide environmental enhancements to include, but not be limited to, programs and improvements that will enhance the existing wildlife habitat, rehabilitate wetlands disturbed by land use practices, take measures to protect air quality, landscape beyond code requirements.

Such enhancements must be compatible with the General Plan and the applicable neighborhood plan.

Bear Hollow Village:

The proposed layout preserves the two major drainage swales on the site along with adjacent upland-areas. An existing grove of trees (aspen) within the site is being preserved. Proposed development is being clustered to maintain wildlife habitat zones.

A summary of the Village's contributions to environmental enhancements in Column 4 are as follows:

- Preservation of Wetlands
- Development of Existing Spring
- Preservation of Two Drainage Swales
- Preservation of Significant Existing Vegetation and Wildlife Habitat
- All fireplaces shall be non-wood burning fireplaces and will comply with EPA Standards

COLUMN 5. RESTRICTED AFFORDABLE HOUSING

Objective: Higher densities will be permitted when restricted affordable housing if provided within the project. Restricted housing must be of a type compatible with the neighborhood within which it is proposed.

Bear Hollow Village:

The proposed development will set aside residential units for restricted affordable housing. Provisions will be made for these units to be restricted by deed including initial sale and resale restrictions oriented toward persons employed within the County, with additional restrictions placed to insure that the dwelling units remain affordable to those employed in the County in perpetuity.

The affordable housing type will be compatible with the theme and architecture of the Village Center. This housing will be spread over the Village Center. There will be no one section area within the Village, dedicated only to affordable housing.

The deed restrictions proposed will include sale and resale restrictions of affordable units, affordable housing rental rates restrictions, orientation toward persons employed in the County in perpetuity. The proposed restricted affordable housing will not be considered employee housing.

The following is a summary of the Village's contributions to Restricted Affordable Housing:

- Will Provide Deed Restricted Affordable Housing (20% of Residential Units)
- Type of Housing to be Compatible with Neighborhood
- Affordable Housing to be Spread Over Village Center Area

COLUMN 6. CONTRIBUTION TO COMMUNITY TRAILS AND PARKS

Objective: Contributions for community trails and parks shall be made according to the Snyderville Basin Recreation and Trails Master Plan. (Features "required" to meet specific neighborhood or project needs will not be considered as contributions to the Millennium community-wide system.) Improvements and/or contributions must be considered appropriate and desirable by the Snyderville Basin Special Recreation District. The level of density incentive will relate to the value of the community benefit received from the contribution.

Bear Hollow Village:

The proposed Village will provide approximately 3,055 feet of a portion of the community trail along Highway 224. This trail is proposed as 12 feet wide and paved, within a 20-foot wide trail easement. This trail system along Highway 224 will connect to adjacent developments on the north and south, providing an important link in the Snyderville Basin Trails Plan.

A very important component of the Village development is a park with trail space. The proposed park has been located adjoining the possible future park from the adjacent Town Center (PRI) project. As described before, the Village is required to provide a 5.0-acre neighborhood park. The new park will be dedicated as a public park. The park will maintain the natural environment while allowing recreational opportunities to the general public.

The Village will also provide approximately 3,230 feet of the Community Highline Trail.

The following is a summary of the Village's contributions to Community Trails and Parks as part of Column 6:

- Approximately 3,055 feet of the Millennium Community Trail along Highway 224
- Approximately 3,230 feet of Community Highline Trail
- Foothill Trail into the Proposed New Town
- Approximately 5 Additional Acres of Public Park
- Above and Beyond Requirements to Mitigate Project Need

COLUMN 7. EXCEEDS OPEN SPACE REQUIREMENTS FOR PROJECT

Objective: Density incentives may be granted by the County when a development provides significant and meaningful open space consistent with the requirements established in Policies 3.3 and 3.4 of the General Plan and when the amount of open space provided exceeds the required open space for the site as established in the Code.

Bear Hollow Village:

The following are open space calculations for the Village:

- West Side of Highway 224
- Total Area 67.0 acres
- Open Space Required (60%) 40.2 acres
- Open Space Provided (61.5%) 41.2 acres
- East Side of Highway 224
- Total Area 107.3 acres
- Open Space Required (0%) 0.0 acres
- Open Space Provided (93.5%) 100.3 acres
- East and West Side of Highway 224 - Combined
- Open Space Provided (81.2%) 141.5 acres

The proposed Village exceeds the open space requirements for the project as established in Policy 3.3 and 3.4 of the General Plan. The open space provided is very significant and meaningful to the Snyderville Basin community.

COLUMN 8. TAX BASE AND ECONOMIC ENHANCEMENTS

Objective: The potential density incentive will be partially a function of tax base and economic enhancements desired by the County, which may include, but are not limited to:

- Job generation for the local labor supply;
- Enhancements to the resort economy which may include appropriate short-term accommodations and recreation amenities;
- Significant assessed valuation that benefits County and special service districts: and/or

- Significant increases in sales tax revenues to the County.

Such projects shall be required to accommodate the unique seasonal employee housing needs of the development project in order to qualify for this measure.

Bear Hollow Village:

The following is an estimated breakdown of the Tax Base and Economic Enhancements provided by the Village:

- PROPERTY TAX CONTRIBUTION

- Residential Units: 300

- Average Market Price: \$275,000, 75% Long-Term Occupancy

- Property Tax: $225 \times \$275,000 \times 55\% \times 0.011947 = \$406,571$

- Property Tax: $75 \times \$275,000 \times 100\% \times 0.011947 = \$246,407$

- Recreation District Tax: $300 \times \$275,000 \times 55\% \times 0.000573 =$
\$26,000

- Commercial Component:

- Property Tax: $1 \times \$1,800,000 \times 100\% \times 0.011947 = \$21,505$

- Lodge: 110 units (which may include nightly rental)

- Property Tax:

- $33 \times \$220,000 \times 55\% \times 0.011947 = \$47,704$

- $77 \times \$220,000 \times 100\% \times 0.011947 = \$202,382$

- Total County Property Tax Revenue: \$950,569/year

Of this amount, the distribution is as follows (approximate):

- County General Fund (Sheriffs Office, Jail, Ambulances, etc.): \$117,936
- County Municipal Fund (Planning and Zoning, County Road Maintenance, Building Inspection, etc.): \$42,118
- Assessing and Collecting Levy (Assessors Office): \$27,432
- Weber Basin Water \$10,472
- Park City Fire District: \$58,821

- Service Area #6 (Special Road, District, Road Maintenance, Snow Removal): \$44,989
- Snyderville Basin Recreation District (Recreation Programs, Parks, Trails): \$87,262
- School Levy (Park City School District): \$475,500

Anticipated Project Impact:

- Street Maintenance: \$23,500/year
- Police: \$6,000/year
- Fire Protection: \$6,000/year

Bobsled Boulevard and Oslo Lane as shown on the recorded plats are public roads to be maintained by the County. These roads are approximately 5,800 feet long, with an estimated annual maintenance cost of \$23,500. It is estimated that the Summit County Sheriff Department and the Park City Fire Department will provide services to the project at a cost of \$6,000/each/year.

- OTHER FEES

- S.B.S.I.D. Capacity Fee (one time):

300 x \$4,200 =	\$1,260,000 Residential
6 x \$2,100 =	\$12,600 Commercial
50 RE's x \$4,200 =	\$210,000 Lodge
	\$1,482,600

- Park City Fire District - Impact Fee:

300 units x \$377 =	\$113,100 (one time)
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- SALES TAX REVENUE

- Commercial Component:

- Lodge: 110 Rooms
- Average Room Charge: \$125/night
- Average occupancy: 55%
- Transient Room Tax (3%): \$75,280

- Sales Tax (5.75%): \$144,289 (Approximately 17% to the County General Fund and 83% to State of Utah)

Part of making this site work not only for the Developers but for the County as well is to create a land-use which will contribute significantly to the County's tax base. The goal of this development is for the Project not to be a drain on the County financially for providing residential services and infrastructure maintenance. The commercial land-use component will generate jobs for the local labor supply as well as increase tax base revenue. It will also provide funding to offset the impact to the Park City School District ("School District"). We estimate that the proposed 110-unit lodge, which may allow nightly rental, and adjacent commercial support areas will generate between 30 and 50 full time jobs. The proposed project will provide housing, as needed, to accommodate seasonal employee housing needs.

COLUMN 9. COMPATIBILITY WITH "VILLAGE CENTER" DESIGN PRINCIPLES

Objective: Higher densities may be permitted within those areas designated "Village Center" on the applicable Neighborhood Land Use Plan Map. However, to qualify for density increases under this provision, all development must comply with the appropriate design principles identified in Policy 2.2 of the General Plan. Furthermore, development shall be clustered at a minimum rate of approximately five (5) units per one (1) acre so as to create an appropriate critical mass within the developed area.

Bear Hollow Village

The Village is located within an area designated on the new General Plan as a "Village Center". The proposed development layout complies with all of the Village Center design principles identified in Policy 2.2 of the General Plan. The following design features have been implemented in this plan to create an active and vital Village Center:

- Network of Interconnecting Streets
- Street Sidewalks with Curb and Gutter in the Village Center
- A Defined Edge for the Development
- Balanced Mix of Land Use Activities Include:
 - A Lodge with Supporting Commercial
 - Single Family Attached and Detached Uses
 - Single Family Residential w/Varying Lot Sizes
 - Multi-Family Residential
 - Affordable Housing
 - Employee Housing
 - Recreational Uses such as Parks, Trails, etc.

- A Village Square for Public Uses
- Appropriate Pedestrian Streetscape
- Minimized Number of Driveways along Residential Roads

The Village is planned with a series of interconnecting streets in a standard hierarchy, which include a main collector and local streets. A town square is provided to act as a gathering space for the community. This town square is within walking distance from residential areas throughout the site. The proposed development also has a commercial component to provide vitality to the Village Center. The commercial use will also provide employment opportunities for village residents. The proposed design provides a pedestrian scale to all aspects of the project. Ensuring building setbacks in the proper location is an important aspect in the design of the Village Center. All design within this project will use a design theme appropriate to the mountains.

COLUMN 10. LAND BANK AND TRANSFER OF DEVELOPMENT RIGHTS

Objective: The County will use density incentives to encourage the transfer of development rights from a less desirable location within the Snyderville Basin to a more desirable location within the Snyderville Basin or suitable contributions of land for land bank purposes to the County. The incentive shall be related to the public benefit received from the transfer, but it is recognized that significant density increases may be considered to achieve density transfers. It also is recognized that sending areas vary in degree of significance to the community. The more significant the sending area, the greater the incentive that will be considered. To qualify, development rights must be transferred from one parcel to another, not within the same parcel. Before a density incentive is granted, it must be demonstrated that the proposed density is appropriate in the receiving area and that a reduction of density in the sending area is appropriate and in the public interest.

Bear Hollow Village:

The Swaner Property on the East side of Highway 224 consists of about 107 acres. The development rights for this land have been transferred to the west side of Highway 224. By transferring these development rights, a watershed of great significance to the community has been preserved.

The following is the summary of the transfer of development rights:

- The Swaner Property on East Side of Highway 224
- The Wallin House on Westside of Highway 224 was removed by the Prior Owner.

COLUMN 11. UNIQUE PUBLIC FACILITIES AND AMENITIES EXCEEDING PROJECT REQUIREMENTS

Objective: Unique community facilities and amenities shall be considered only when it is demonstrated that the improvements or land contribution exceed the specific and identifiable

impacts and/or needs of the project. The density shall be directly related to the value of the community benefit. Before a density incentive is granted, however, it also must be demonstrated that there is a need for the proposed improvements; that the improvements or land are needed or desired at the proposed location; that the land is appropriate in size and that the terrain is appropriate to accommodate the intended use; and the improvement is compatible with the surrounding neighborhood. Such benefits may include structured parking when it will result in the preservation of additional and desirable open space, school sites, trail underpass/overpass; public buildings; the provision of alternative transportation systems and facilities, or other such improvements that are determined to be desirable under the General Plan.

Bear Hollow Village:

Will meet the requirements of this column of the matrix by providing the following:

- HISTORICAL RESTORATION OF WALLIN BARN AND HOMESTEAD

Prior Owner has demolished some of the existing metal buildings on the East side of Highway 224 and has preserved the existing Wallin homestead compound by creating a historic renovation of this facility. The barn is considered an ICON to the Snyderville Basin community and should be protected from falling down. The preservation of this facility is important to the community of the Basin.

- PEDESTRIAN UNDERPASS UNDER HIGHWAY 224

The Developer of the Pacific Security Property and Hamlet (as described in Attachment 4) has agreed to escrow a significant amount of money for construction of a pedestrian trail underpass under Highway 224, north of the Village. This trail underpass will create an important pedestrian link between the developments on the east and west sides of Highway 224.

- TRAIL UNDERPASS/VEHICULAR OVERPASS

A vehicular bridge has been constructed as part of the Village. This bridge creates separate pedestrian access from the village green to the adjacent park open space via the trail underpass.

- STRUCTURED PARKING

In order to preserve open space and reduce construction impact to the site, approximately 80% of the parking for the lodge will be structured and underground parking. Other ratios for parking will be considered by the County at the time of site plan review. In addition, all of the residential units, except the Calgary, Bear Claw, and Cross Country Condominiums and the lodge employee housing, will have under-unit structured parking. Developers will use best efforts to either provide underground parking or effectively screen parking from view.

- **SIGNIFICANT RECLAMATION OF STATE HIGHWAY 224 UDOT CUT**

- Landscaping
- Sculpturing of Existing Road Excavation Cut

Proposed landscaping and sculpturing of existing cuts along State Highway 224 made by UDOT will soften and improve visually the scaring of the banks along Highway 224.

- **INTERPRETIVE TRAIL**

The Interpretive Trail will provide Educational Experience for the neighborhood, the community, and the entire public.

- **ALL TRAILS WILL BE PUBLIC**

All of the trails within the proposed development will be open to the general public. The neighborhood trails and the "Upper Trail" will be open to the general public and privately maintained.

- **CLUBHOUSE ON THE VILLAGE GREEN**

The clubhouse on the Village Green shall be comprised of a 3,000 square foot clubhouse that will be constructed on the parcel previously identified as the Laurelwood Condominium Parcel. The clubhouse will include an outdoor swimming pool, hot tub, locker rooms, fitness facilities and a meeting room. The clubhouse will be for the use of the Village owners, residents, Lodge Parcel unit owners, and guests. The clubhouse will be owned, managed and maintained by the Bear Hollow Village Home Owners Association ("BHVHOA").

- **OTHERS**

Swaner has acquired the open space on the East Side of Highway 224, namely, the Swaner Property, and its use meets a public purpose of preserving viewshed and addresses enhancing environmental issues such as wildlife habitat and wetlands.

A trail easement across the West Side of the property ("Community Trail") to be dedicated to the Snyderville Basin Special Recreation District when Phase I is approved (approximately 3,000 feet).

Approximately five acre public park to be maintained in a natural environment while allowing recreational opportunities to the general public.

Voluntary donation to the School District of an amenities package more particularly described on Attachment 4 hereto, which includes the donation of a ten acre parcel.

For purposes of this Development Agreement, this voluntary contribution shall not be considered an impact fee.

B. Exemption from Code: The Board of County Commissioners acting pursuant to its authority under Utah Code Annotated 17-27-101 et. seq., as well as its regulations and guidelines, in the exercise of its legislative discretion, has determined that the SPA Plan is exempt from the application of the Code solely to the extent that such a finding may be a condition precedent to approval of this Development Agreement. Where there is a direct conflict between an express provision of this Development Agreement and the Code or General Plan, this Development Agreement shall take precedence; otherwise, the Code or General Plan provision shall control.

SUMMIT COUNTY AND THE DEVELOPERS HEREBY AGREE AS FOLLOWS:

Section 1. Certain Definitions with respect to this Development Agreement.

1.1 Low Impact Development: When specifically designated as a Low Impact Activity in the Development Agreement, such uses shall be subject to a Low Impact Permit review and approval by the Community Development Director in accordance with the provisions in the Exhibits and all applicable provisions of the Code.

1.2 Bear Hollow Village SPA: The zone district adopted by Ordinance 337 for the purposes of permitting the adoption of a comprehensive development plan specifically required to implement the unique uses, densities, development locations, and programs and other features necessary for the Village.

1.3 SPA Plan: A comprehensive plan, set forth in the Development Agreement, which shall designate all development parameters, site plans and plats, land use locations, densities, pocket parks and trails, and other open space within the Village, the approximate location of public amenities which service the Village, phasing, and all other property owner/developer obligations, commitments, and contributions made to carry out the development of the Village.

1.4 Project Site: A predetermined location of development within the Bear Hollow Village SPA, as set forth in this Development Agreement or any Exhibit hereto.

1.5 Exhibits: (see Exhibits 1 - 19) That portion of the SPA Plan which shall contain concept and specific plans that shall be used to guide all development in the Bear Hollow Village SPA, all of the specific site plans and plats, all other specific development parameters and regulations, and Developer obligations, commitments, and contributions for carrying out the development in accordance with the SPA Plan.

1.6 Developers: From and after the Effective Date, the term "Developers" shall mean (i) Hamlet; (ii) any person who, following the Effective Date, makes application for a development permit (as defined in the Snyderville Basin Development Code) on any of the portion of the Subject Village Property, so long as such person owns fee title to such property, or has the contract right to acquire fee title to such property, but only with respect to the portion of such property for which application is made; or (iii) a purchaser of the Subject Village Property or any portion thereof, but only to the extent of the portion of the Subject Village Property so

transferred in accordance with the provisions of Section 10.2 hereof. Nothing in this Section 1.6 shall be deemed to limit the provisions of Section 11.1 hereof.

Section 2. The Project

2.1 Description of the Project. The land subject to this Development Agreement originally consisted of 174 acres of land located off of SR Highway 224 in the Snyderville Basin, of which approximately 107 acres, namely, the Swaner Property, was located on the east side of SR Highway 224. The development rights of the Swaner Property were transferred to the Property, where the developers intend to construct a residential and commercial village, generally described in the Bear Hollow Village SPA Plan, the Prior Agreement and this Development Agreement and, accordingly, this Development Agreement shall govern the development and improvement of the Subject Village Property from and after the Effective Date. Except as may be otherwise specified herein, the development responsibilities and obligations under the Prior Agreement and/or this Development Agreement with respect to the Other Village Property have been performed and/or otherwise satisfied; the development rights that exist on the Other Village Property shall continue in effect and, except as may be otherwise specified herein, unmodified by this Development Agreement. Accordingly, other than as set forth in this Development Agreement, the Other Village Property is not subject to restrictions placed upon the Subject Village Property pursuant to this Development Agreement. The development responsibilities and obligations under the Prior Agreement and/or this Development Agreement with respect to the Swaner Property have been performed and/or otherwise satisfied. Notwithstanding any other provision of this Development Agreement, the Prior Agreement or the Exhibits, the parties agree that (a) all responsibilities and obligations relating to or imposed on the Swaner Property and/or the owners thereof pursuant to this Development Agreement or the Prior Agreement, have been fully satisfied, (b) neither the Swaner Property nor the owners thereof, their successors and assigns, continues to be subject to the terms of the Prior Agreement, this Agreement, the SPA Plan, the Village SPA or the Bear Hollow Village SPA Plan, and (c) the Swaner Property is not part of the Village, Bear Hollow Village or the Property (as those terms are in this Development Agreement or the Prior Agreement); provided, however, that the Swaner Property shall remain subject to the terms and conditions of the Deed Restriction Agreement and Conservation Easement for Bear Hollow Village, dated September 13, 1999 and recorded on September 14, 1999, as Entry No. 00548433, in Book 1287, beginning at page 309, records of Summit County, Utah (the "Conservation Easement"); and to the General Plan and Code; and provided, further, that all density from the Swaner Parcel has been transferred off of that parcel with the exception of a 5,000 square foot buildable area as identified in the Prior Agreement.

2.2 Legal Description of Property. The legal description of the Property included within the Village is set forth in Exhibit 1 to the Exhibits. No property may be added to the legal description of the Village for purposes of this Development Agreement, except by written amendment. Unless expressly set forth in this Development Agreement, this Development Agreement shall not affect any land other than the Property.

2.3 Approved Use, Density and Configuration. This Development Agreement shall vest with respect to the Bear Hollow Village SPA, and any owners of the Property or any part thereof, the uses, densities, configuration, massing, design guidelines and methods, development standards, processes, road placements and designs (including size of road), road grades, road

curb cuts and connections, single and multi-family residential uses, commercial and institutional uses, and other improvements reflected in the Bear Hollow Village SPA and the Exhibits and all other provisions of this Development Agreement. The Exhibits shall be deemed a part of this Development Agreement and shall be binding upon all parties hereto.

2.4 Development Configuration of the Village. The development configuration of the Village is specifically shown on the Bear Hollow Village Land Use Plan, a copy of which is included hereto in the Exhibits (the "Land Use Plan"). Except as modified herein, the Land Use Plan reflects the location and configuration of residential and commercial development, amenities within the Village, and the location and configuration of the arterial and access roads and the other public infrastructure or public service facilities (the "Public Facilities") serving the Village.

2.5 Specific Design Conditions: The development of the Village must be consistent with those Specific Design Conditions and Guidelines set forth in the Exhibits, which includes, among other things the Site Plan Layout, Street Designation Plan, Bear Hollow Village Sign, Landscaping Plan, and Bear Hollow Village Architectural Design Guidelines. To the extent there is any ambiguity or conflict between the provisions of the Exhibits and this Development Agreement, including the Attachments, the provisions of this Development Agreement, including, the Attachments shall take precedence over the provisions of the Exhibits. The SPA Plan is approved subject to the following conditions:

2.5.1 An additional trail easement, meeting the standards of the Snyderville Basin Special Recreation District, shall be required if requested by the Snyderville Basin Special Recreation District through the easterly portion of the property to provide suitable connections between a principle north-south trail and the historic farm site and the Highway 224 underpass. This easement shall be located near the south property line. Access to the homestead may be controlled at the developers option.

2.5.2 An additional trail easement, meeting the standards of the Snyderville Basin Special Recreation District, shall be required if requested by the Snyderville Basin Special Recreation District through the easterly portion of the property to provide suitable connections between a principle north-south trail and the historic farm site and the Highway 224 underpass. This easement shall be located near the north property line. Access to the homestead may be controlled at the developers option.

2.5.3 The developer shall reserve a potential five (5) acre community park site West of Highway 224 for the period of this Development Agreement. Said option shall be available to the Snyderville Basin Special Recreation District during this time frame, after which time the SBSRD shall no longer have claim to the use of this property. All related references in the SPA Plan Book of Exhibits are hereby amended to reflect this condition of approval.

2.5.4 The vehicle overpass on Bobsled Boulevard, all pedestrian trails, covered bus shelter in the OSW zone, retaining walls, fencing in the OSE zone, any fencing located along Highway 224, and pocket park playground equipment shall be considered a low impact activity and shall require a low impact permit under the provisions of the Code.

2.5.5 [Intentionally deleted]

2.5.6 Option 1 and Option 2 contribution to the School District are hereby deleted in their entirety and replaced with Attachment 4, which is incorporated herein by this reference.

2.5.7 The County, at its discretion, may appoint a third party having no interest in any unit subject to the deed restricted affordable housing provisions of this Development Agreement to monitor and ensure compliance with the deed restrictions. Prior to recording said deed restriction, said third party may be appointed and the Community Development Director shall ensure that the deed restriction adequately permits the County or the third party to monitor and enforce compliance.

2.5.8 The affordable housing deed restriction shall be executed by the Developer of the Hamlet Property and by the Developer of the Pacific Security Property and recorded in the records of the Summit County Recorder prior to the sale of any affordable housing unit designated in the Exhibits.

2.5.9 The Conditions, Covenants, and Restrictions for the Village are hereby incorporated in this Development Agreement. Any changes after the effective date of this Development Agreement to the CC&Rs regarding the Project shall require the review and approval by the Community Development Director. The Community Development Director shall make the determination as to whether an amendment shall constitute a significant change to the SPA Plan.

2.5.10 Detailed architecture, building materials and color schemes, landscaping, lighting, and signs shall require review and approval for all phases of the development through the Low Impact Permit process identified in the Code. When the SPA Plan establishes minimum sizes, the actual sizes to be installed shall be determined through the Low Impact Permit. The purpose of the Low Impact Permit shall be to ensure compliance with the objectives, terms, and conditions of the SPA Plan.

2.5.11 Hamlet will place a deed restriction on the property conveyed to the School District for the sole purpose of constructing a school. If not used as a school the only other allowed use shall be as a park or open space. Development of the property conveyed to the School District will require approval of all site plan, fencing, and design related aspects of that project in accordance with the design standards of the Snyderville Basin General Plan and Development Code.

2.5.12 The Conservation Easement for the property in the OSE zone, namely, the Swaner Property, has been executed by the Prior Owner and recorded in the records of the Summit County Recorder consistent with the provisions of this Development Agreement. Swaner acknowledges and agrees that the Swaner Property is subject to the Conservation Easement.

2.5.13 Summit County Engineer may, upon reviewing the construction management plan included in the SPA Plan with Developers, may require appropriate changes to said plan

in order to resolve any unforeseen impacts that may occur during the construction process. Developers hereby agrees to comply with reasonable changes.

2.5.14 A development improvements agreement, which shall be reviewed and approved by the County Engineer, County Attorney, and Community Development Director, shall be executed for all improvements or for improvements in each phase of the development of the Subject Village Property in accordance with the SPA Plan. Said development improvements agreement shall be executed by Developers prior to the commencement of any improvements in said phase of the Project.

2.5.15 All developers of the Property and/or any lot shall comply with all applicable service provider requirements and standards.

2.6 Affordable Housing. Construction, allocation, and regulation of affordable housing shall be in accordance with the Exhibits. Throughout the Project and for any Property subject to any affordable housing restrictions, by deed, this Development Agreement, the Prior Agreement, or otherwise, the affordable housing provisions shall be amended as set forth on Attachment 5, which is incorporated herein by this reference.

2.7 Approval of Final Subdivision Plat. The Final Subdivision Plat, as approved in accordance with the requirements of the Code and General Plan, is attached as Appendix B of the Exhibits. A final plat must be provided and approved for all phases, projects and new construction within the Property.

2.8 Building Permit Required. Prior to the commencement of development activity at any lot designated on the Final Subdivision Plat, a Building Permit must be obtained from the County in accordance with all applicable requirements of the Code. Failure to so comply shall be grounds for revocation of Final Subdivision Plat approval or denial/revocation of Building Permits issued pursuant to the Final Subdivision Plat.

2.9 Amendments. Any material modification of the road configuration or location of lots/facilities as shown on the Land Use Plan shall require an amendment to this Development Agreement. A modification shall be deemed material with respect to a road if the alignment of the road varies from its general location shown on the Land Use Plan by more than 20 horizontal feet at any given point. A material modification changes to the location of the lots/facilities of more than 25% of the area or it expands by more than 10% of the area reflected in this Development Agreement.

2.10 Mixed Use Component. The terms and provisions of the zoning classification Neighborhood Office (NO) and Residential/Commercial/Recreational (RCR) contained within pages 55 through 58 of the Exhibits inclusive, are hereby deleted in their entirety and replaced with the following. Notwithstanding anything contrary in this Development Agreement or the Exhibits, the mixed-use component of the Village is hereby amended as follows:

2.10.1 The Developer of the Hamlet Property shall construct the clubhouse and swimming pool on the Laurelwood Condominium Parcel, which Parcel will be donated by the current owner to Hamlet as soon as a building permit for the clubhouse and swimming pool is issued.

2.10.2 The five residential units of density attributed to the Laurelwood Condominium Parcel shall be transferred to the Lodge Parcel.

2.10.3 The zoning for Lots T97 through T101, inclusive, shall allow customary commercial office use. The maximum size of the office building shall be 18,000 square feet. These lots formerly were assigned one residential unit density per lot. The five units of residential unit assigned to Lots T97 through T101 are hereby eliminated.

2.10.4 The developer of the Hamlet Property may construct traditional townhouses on Lots 102 through 109, inclusive, provided that additional parking is provided on the street in front of these units. The townhouses on these lots may utilize the ground floor of these units for live/work compatible neighborhood commercial uses, which means a commercial use that is intended to support the Village, or intended to provide a service to the Village, but is not intended to become a destination commercial area for customers from outside the Village.

2.11 Lodge Parcel. Prior to the execution of this Development Agreement, the Sports Park Parcel has been separate from the Lodge Parcel but contiguous to the Lodge Parcel. The Sports Park parcel originally was assigned a residential density of five units. By the execution of this Development Agreement the Sports Park Parcel, and its assigned five units of residential density is hereby incorporated into and made a part of the Lodge Parcel. Prior to the execution of this Development Agreement, the Laurelwood Condominium Parcel has been separate from the Lodge Parcel. The Laurelwood Condominium parcel originally was assigned a residential density of five units. As contemplated by paragraph 2.10.1 above, a clubhouse and swimming pool will be constructed on the Laurelwood parcel. Because the Laurelwood parcel will no longer be used for residential use, upon discussion with the County Staff it has been determined that it would be appropriate and in the best interests of the project and the County for the five units of density formerly assigned to the Laurelwood Condominium Parcel to be transferred to and incorporated into the Lodge Parcel. Accordingly, by the execution and delivery of this Development Agreement, the assigned five units of residential density from the Laurelwood Condominium Parcel are hereby incorporated into and made a part of the Lodge Parcel. As such, the Lodge Parcel shall have a unit density of 110 units (excluding the employee housing component) that includes five units of density formerly assigned to the Laurelwood Condominiums Parcel and five units of density from the Sports Park Parcel. And, hereafter, the term "Lodge Parcel" shall include the Lodge Parcel and the Sports Park Condominium Parcel as those parcels are identified on Attachment 1. The three month stay limitation imposed upon the Lodge Parcel is hereby deleted. The intent of this section being that, notwithstanding anything contrary in this Development Agreement or the Exhibits, the Lodge Parcel shall have a unit density of 110 units (excluding the employee housing component) and the Lodge Parcel shall no longer be limited by the three month stay limitation. The 110 units on the Lodge Parcel may be developed in multiple buildings rather than one building conditioned upon a final site plan review.

2.12 Lake Area. The Developer of the Security Pacific Property shall fill in Parcel B, Bear Hollow Village Subdivision ("Parcel B") and shall return the property to its natural appearance as more particularly described on Attachment 6A hereto.

2.13 Open Space Contribution. Each Developer of any portion of the Subject Village Property shall contribute \$3,400 to the County for each new residential unit constructed within the Village as an open space contribution. The Developer of the Office Building shall contribute \$17,000 to the County for the Office Building. Except with respect to units located in the Lodge Parcel, the open space contribution shall be paid to the County upon the issuance of a temporary or permanent occupancy permit for each lot, unit or building. For units within the Lodge Parcel, the \$3,400 contribution shall be paid from escrow to the County simultaneous with the sale of a unit to the first purchaser of that unit (other than a Developer). No open space contribution shall be required for the employee housing.

2.14 Access. The owner of any lot, parcel or other real property within the Property, including without limitation the owners of the Other Village Property, shall have, and is hereby granted by every other owner, a nonexclusive easement for ingress and egress by vehicular and pedestrian traffic over and across all roads, trails and other rights-of-way, including those roads designated as private, shown on the official plat of the Bear Hollow Village Subdivision on file and of record in the Summit County Recorder's Office. Such easements shall be appurtenant to and run with the land and constitute a portion of the properties and each part thereof. Such easements shall be for the use and benefit of each owner, their respective successors and assigns, and their tenants, subtenants, employees, contractors, agents and invitees, and such easements shall be in effect both during and following construction, and/or improvement of any such easements.

2.15 Sewer Connection. The developer of the Hamlet Property shall, at its sole cost and expense, coordinate, design and construct an off-site sewer connection (the "Sewer Connection") with a capacity sufficient for the development of the Lodge Parcel and the residential units located within the Hamlet Property and the Pacific Security Property. The parties understand that the Sewer Connection has been stubbed to the Lodge Parcel. In the event such connection has not been stubbed, any required consents, easements and approvals shall be granted by the Developer of the Hamlet Property, the Developer of the Pacific Security Property and the Homeowners Association for the locations and connections with such Sewer Connection. It is contemplated that Hamlet will negotiate and place of record with the Summit County Recorder an agreement for the location of an extension of the Sewer Connection over property located along Highway 224. The Sewer Connection is to be completed not later than July 15, 2004 and in a manner satisfactory to the County and Summit County Sewer District. In the event that Hamlet fails to complete the Sewer Connection as provided herein, Hamlet agrees to assign to the developer of the Lodge Parcel the right to construct the Sewer Connection, including the rights to locate the Sewer Connection over the property located along Highway 224.

2.16 Additional Assurances in Favor of the County with respect to the Subject Village Property. The County requires assurances that the various financial contributions including the Open Space Contribution of \$3,400 per lot and the financial contributions relating to the Subject Village Property described in Attachment 4 hereof are made as contemplated by this Development Agreement. (i) In order to provide such assurances to the County with respect to the Open Space Contribution for the Lodge Parcel units, the Developer of the Lodge Parcel will cause to be recorded against the Lodge Parcel and every unit to be developed in the Lodge Parcel (excluding any employee housing units on the Lodge Parcel) the Notice of Required Open Space Contribution in the form of Attachment 7 hereto. This Notice is intended to run with the land, to be binding upon the Developer of the Lodge Parcel and upon any title company who closes the

initial sale of units in the Lodge Parcel. This notice is also intended to provide notice that the Open Space Contribution must be tendered to the County upon the first sale of each unit within the Lodge Parcel. (ii) In order to provide such assurances to the County with respect to the Open Space Contribution for the Hamlet Property and the Pacific Security Property, and the financial contributions relating to the Subject Village Property described in Attachment 4 hereto, the Developer of the Hamlet Property and the Developer of the Pacific Security Property, respectively, will cause to be recorded against the Hamlet Property and the Pacific Security Property the Notice of Required Contributions in the form of Attachment 8 hereto. This Notice is intended to run with the land, to be binding upon the Developer of the Hamlet Property and the Developer of the Pacific Security Property, respectively. This notice is also intended to provide notice that the Open Space Contribution and the financial contributions relating to the Subject Village Property described in Attachment 4 hereof must be tendered to the County as a condition to the issuance of a temporary or permanent occupancy permit for any unit, lot or building within the Hamlet Property and the Pacific Security Property.

Section 3. Bear Hollow Village Home Owners Association

There shall be a master association within the Village, especially for the purposes of regulating and maintaining certain standards and levels of maintenance of all buildings, roads, and landscaping within the Village. Under certain circumstances, the master association may contract or otherwise transfer maintenance responsibilities to individual associations within the Bear Hollow Village SPA so long as the maintenance of all infrastructure that is intended to serve the entire Village is retained by the master association.

It is understood and agreed that the owners of residential units (excluding any employee housing component) within the Lodge Parcel, following sale of such units, shall be obligated to pay to the BHVHOA a fixed flat monthly fee of \$15.00 and that such fee shall be in lieu of any other obligation with respect to common area expenses and maintenance with respect to the Village and for the right of the unit owners and their guests to use the Village amenities, such as the trail system, the Clubhouse and swimming pools (the "Clubhouse") to be constructed on the Laurelwood Condominium Parcel. This monthly fee shall (i) provide each Lodge Parcel unit owner and their guests with a membership to the Clubhouse, (ii) satisfy the obligations of the Lodge Parcel unit owners to pay for common area maintenance charges for the Village, which include snow removal of parking lots on Lodge Parcel, maintenance and repair of the Village roads, infrastructure and landscaping, and (iii) satisfy the obligations of the Lodge Parcel unit owners to pay for a sinking fund to replace the any furniture, fixtures and equipment related to the Clubhouse on the Village Green. It is understood that the \$15.00 per month fee shall not be subject to adjustment and shall include and be in lieu of any additional or other homeowner fees, charges and assessments which may have otherwise been charged or assessed. The parties agree that the foregoing provision is an agreement between private parties and the County shall have no obligation to enforce such provision.

Section 4. Development Improvements Agreement Required

A building, grading, or other related development permit will not be issued for any Project Site or any structure within the Project Site approved in the SPA Plan until an adequate Development Improvement Agreement in accordance with Chapter 6 of the Code has been established and

accepted by the County. A separate Development Improvement Agreement may be established for each Phase of the Developments.

Section 5. Construction Mitigation and Management Plan Required

A Construction Management and Mitigation Plan has been established and accepted by the County, but, subject to and consistent with this Development Agreement, the County requires the review and possible modification of such plan before any building permit will be issued for any part of the Property within the Project. The revised plan shall address the following matters specifically, together with any other related matters identified by the Summit County Community Development Director and the applicant

- 5.1 Revegetation/erosion protection/runoff control
- 5.2 Watershed protection
- 5.3 Site grading
- 5.4 Dust and debris control
- 5.5 Recycling construction material waste
- 5.6 Damage to public roadways as a result of construction
- 5.7 Construction traffic and related parking needs
- 5.8 Hours of construction
- 5.9 Impact of noise of adjacent residential uses

Section 6. Concurrency Management Required.

Prior to the approval of a building permit for any structure approved in the SPA Plan, an applicant for a building permit shall demonstrate that all concurrency management requirements of Chapter 4 of the Code have been met. The Community Development Director shall cause the issuance of a building permit upon demonstration of compliance with all such requirements. In addition to the requirements of Chapter 4 of the Code, the following shall also be required.

6.1 Hamlet shall construct those infrastructure improvements contemporaneously with approval of final and preliminary subdivision plats and site plans, as are required by the Code, County Engineer, and any applicable special service district or county service area, and subject to and as modified by any applicable terms of this Development Agreement.

6.2 Developers shall comply with the applicable sections of the Code, as amended, for off-site and project infrastructure requirements, for all development parcels at the time of preliminary and final plat or site plan approval. This shall include the verification of the continued availability of the following for the Project Site at the time of Building Permit approval: (a) sewage treatment capacity to cover anticipated development within the Village, (b)

water and water pressure adequate for residential consumption and fire flows, (c) capacity for electrical and telephone service, and (d) road capacity.

Section 7. Vested Rights and Reserved Legislative Powers.

7.1 Vested Rights. Subject to Paragraph 7.2, the Developers and/or owners (or their respective successor-in-interest) of all or any part of the Property, including without limitation the Other Village Property, shall have the vested right to have preliminary and final subdivision and construction plats and site plans approved and to develop and construct the Village in accordance with the uses, densities, timing and configurations (massing) of development as vested in Paragraph 2.3, under the terms and conditions of the Prior Agreement, this Development Agreement, and the Exhibits, including Section A in the Findings, and contemplate that the rights vested in the Village are exempt from the application of the Code 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 the Code, as amended, and other relevant laws shall apply, including, but shall not be limited to, the imposition of administrative fees (as established by Resolution 93-1, as amended).

7.2 Reserved Legislative Powers.

7.2.1 Future Changes of Laws and Plans: Compelling Countervailing Public Interest. Nothing in this Development 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 Development 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 Paragraphs 2.3, Section A of the Findings, and Section 7.1, as well as other provisions of this Development Agreement, based upon policies, facts and circumstances meeting the compelling, countervailing public interest exception to the vested rights doctrine in the State of Utah, (Western Land Equities Inc. v City of Logan, 617 P.2d 388 (Utah 1980) or successor case and statutory law). Any such proposed change affecting the vested rights of the Village and other provisions of this Development Agreement shall be of general application to all development activity in the Snyderville Basin; and, unless the County declares an emergency, Developers shall be entitled to prior written notice and an opportunity to be heard with respect to the proposed change and its applicability to the Village under the compelling, countervailing public policy exception to the vested rights doctrine. In the event that the County does not give prior written notice, Developers shall retain the right to be heard before an open meeting of the Board of County Commissioners in the event Developers allege that their rights under this Development Agreement have been adversely affected.

Section 8. Fees.

8.1 SPA Rezone Application. Agreement Application, Final Subdivision Plat, Development Review, Engineering and Related Fees. Pursuant to the provisions of Section 4.9 of the Administrative Guidelines, Developers agree to pay the sum of \$48,261.00 prior to final

approval of the Development Agreement by the Board of County Commissioners. The Developers have paid the combined Development Agreement and SPA fees of \$48,261 through payments in the amounts of \$4,905, \$19,300, and \$24,056. Developers shall receive no further credits or adjustments toward any other development review, platting, site planning, or similar standard engineering review fees or other fees generally applicable to development application or building permit review and approval. Application and review fees for final site plans, condominium plats and/or maps for future phases of the Village shall be paid at the time of application for any such approval. As such, the County may charge such standard planning and engineering review fees as are generally applicable at the time of application, pursuant to the provisions of Resolution 93-1, as amended, or other applicable statutes, ordinances, resolutions, 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. The remaining \$33,387.50 for Plan Fees will be paid \$16,693.75 by the Developer of the Hamlet Property and \$16,693.75 by the Developer of the Lodge Parcel. It is understood that \$33,387.50 in SPA Plan Fees have been allocated to commercial uses. This balance of SPA Fees for commercial uses shall be paid in addition to the standard site plan application and review fees charged by the County at the time an application for site plan review and approval is submitted for said commercial use.

8.2 Impact Fees. In consideration for the agreements of the County in this Development Agreement, the Developers and other owners of all or part of the Property agree that the Project shall be subject to all impact fees which are (1) imposed at the time of issuance of building permits, and (2) generally applicable to other property in the Snyderville Basin and, accordingly, waive their position with respect to any vested rights to 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 and implementing resolution. Notwithstanding the agreement to subject the Village to impact fees under the above-stated conditions, the Developers and other owners of all or part of the Property do not waive any rights under any applicable law to challenge the reasonableness of the amount of the fees within thirty (30) days following imposition of the fees on the Village based upon the application of the Rational Nexus Test (as defined in Section 8.3).

8.3 Rational Nexus Test. For purposes of this Development Agreement, the Rational Nexus Test shall mean and refer to a standard of reasonableness whereby the Village 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 Village. 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 Cory. v. South Jordan City, or its successor case law.

Section 9. Timing of Subdivision Development and Construction of Infrastructure.

9.1 Timing. The timing of construction and development of the Village shall be as set forth on Attachment 6B, which is incorporated herein by this reference. Developers may vary the proposed timing of construction and development so long as the County approval is obtained in advance.

9.2 Infrastructure Improvements. Hamlet shall construct those infrastructure improvements, in accordance with Attachment 6A, as are required by the Code, County Engineer, and any applicable special service district or county service area, and subject to and as modified by any applicable terms of this Development Agreement. Performance bonds have been previously posted for all of the public improvements in Phase I and II of the Village as well as for restoration of Parcel B in Phase III. Hamlet shall not be required to post additional bonds for any of this work; further Hamlet shall be entitled to receive all of the proceeds applicable to Hamlet's repair and restoration of deficiencies covered by the performance bonds.

9.3 Adequate Public Facilities and Utility Capacity Verification. Hamlet shall comply with the applicable sections of the Code, as amended, for off-site and project infrastructure requirements at the time of final plat or site plan approval. This shall include the verification of the continued availability of the following for the Village: (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.

9.4 Natural Parks, Trails and Open Space. The parties contemplate that as specific Areas within the Village develop, areas of permanent parks and trails which will be specifically identified on subdivision plats and site plans will be developed. Unless otherwise provided in any subdivision or site plan approval, as would occur if the County sought dedication for use by the Snyderville Basin Recreation District, any such space so identified shall be maintained by one or more associations or property owners within the Village. As integral consideration for this Development Agreement, the Developer of the Hamlet Property and the Developer of the Pacific Security Property agrees to preserve and maintain all the areas designated as open space (active or passive) on subdivision plats or site plans implementing the Land Use Plan (including any parcels dedicated for the exclusive use of the Village) in accordance with the requirements of the County ordinances. The County may encourage any wetlands or other critical lands be conveyed or restricted by conservation easement in favor of the County or another appropriate nonprofit agency or legal entity designated by the County to assure long term preservation of such land. Adequate financial arrangements, to the extent that such funding has been demonstrated to be necessary by similar funding for similar lands in the Snyderville Basin, for the maintenance of such lands shall be made by the Developer of the Hamlet Property and the Developer of the Pacific Security Property or the BHVHOA.

Section 10. Successors and Assigns.

10.1 Binding Effect. This Development Agreement shall be binding on the successors and assigns of the Developers in the ownership or development of any portion of the Village. Notwithstanding the foregoing, a purchaser of the Village or any portion thereof shall be responsible for performance of the Developers' obligations hereunder as to the portion of the Village so transferred in accordance with the provisions of Section 10.2 hereof.

10.2 Transfer of Village. Developers shall be entitled to transfer any portion of the Subject Village Property subject to the terms of this Development Agreement upon written notice to the County. Notwithstanding the foregoing, Developers or other owners of all or any part of the Project shall not be required to notify the County with regard to the sale or financing of

individual units or lots in single or multi-family residential subdivisions or to units in commercial areas or any part of the Subject Village Property or the Property, which have been platted and received development approval in accordance with the terms of the Prior Agreement or this Development Agreement, so long as the development obligations with respect to such units or lots have been met under such plat. In the event of any transfer of Developers' interests in the Subject Village Property prior to the satisfactory completion of the development obligations under this Development Agreement with respect to the portion of the Subject Village Property so transferred, the transferee shall be deemed to be a Developer for all purposes under this Development Agreement with respect to that portion of the Subject Village Property transferred. For purposes of Sections 10.2 and 10.3, the term "development obligations" shall mean that the property, units, lots or parcels shall have been developed with infrastructure and site improvements such that a building permit could be issued with respect to such property, unit, lot or parcel.

10.3 Release of Developers. In the event of a transfer or conveyance of all or a portion of the Subject Village Property, the Developers shall obtain an assumption by the transferee of the Developers' obligations under this Development Agreement, and, in such event the transferee shall be fully substituted as Developers under this Development Agreement as to the property so transferred, and upon recordation of the conveyance document or instrument, the Developers making such transfer shall be released from any further obligations with respect to this Development Agreement as to the parcel so transferred. The foregoing assumption requirement shall not apply to the sale or financing of property, units, lots or parcels in single and multi-family residential subdivisions, to individual units, lots or parcels in commercial areas or any part of the Subject Village Property or the Property for which the development obligations have been met as described in Section 10.2 above, in which case the Developers making the conveyance shall be released without the requirement of any assumption.

Section 11. General Terms and Conditions

11.1 Agreements to Run with the Land. This Development Agreement shall be recorded against the Property as described in the Exhibits. The agreements, benefits, burdens, rights and responsibilities contained herein shall be deemed to run with the land and shall be binding on and shall inure to the benefit of all successors in ownership of the Property, as applicable, with respect to that portion of the Property owned by such successors in ownership.

11.2 Construction of Development Agreement. This Development Agreement shall be construed so as to effectuate the public purpose of resolving disputes, implementing long-range planning objectives, obtaining public benefits, and protecting any compelling, countervailing public interest, while providing reasonable assurances of continued vested development rights under this Development Agreement.

11.3 Laws of General Applicability. Where this Development Agreement refers to laws of general applicability to the Village and other properties, that language shall be deemed to refer to laws which apply to all other developed and subdivided properties within the Snyderville Basin.

11.4 Duration. The term of this Development Agreement shall commence upon the Effective Date and shall expire at 11:59 p.m., Mountain Time, on the day that is sixty (60) months from the Effective Date.

11.5 Mutual Releases. At the time of, and subject to, (i) the expiration of any applicable appeal period with respect to the approval of this Development Agreement without an appeal having been filed or (ii) the final determination of any court upholding this Development Agreement, whichever occurs later, and excepting the respective interests, rights and obligations referenced in, by and under this Development Agreement, Developers, on behalf of themselves and Developers' partners, officers, directors, employees, agents, attorneys and consultants, hereby release the County and the County's board members, officials, employees, agents, County Attorneys and consultants, and the County, on behalf of itself and the County's board members, officials, employees, agents, County Attorneys and consultants, hereby releases Developers and Developers' 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 Development Agreement in connection with the application, processing or approval of the Village.

11.6 State and Federal Law. The parties agree, intend and understand that the obligations imposed by this Development Agreement are only such as are consistent with state and federal law. The parties further agree that if any provision of this Development Agreement becomes, in its performance, inconsistent with state or federal law or is declared invalid, this Development 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 this Development Agreement shall remain in full force and effect.

11.7 Enforcement. The parties to this Development Agreement recognize that the County has the right to enforce its rules, policies, regulations, and ordinances, subject to the terms of this Development Agreement, and may, at its option, seek an injunction to compel such compliance. In the event that Developers or any user of the subject property violate the rules, policies, regulations or ordinances of the County or violate the terms of this Development Agreement, the County may, without electing to seek an injunction and after thirty (30) days written notice to correct the violation, take such actions as allowed under law until such conditions have been honored by the Developers. The parties further recognize that Developers have the right to enforce the provisions of this Development Agreement by seeking an injunction to compel compliance to the extent not inconsistent with the County's reserved legislative and police powers, as well as the County's discretionary administrative decision-making functions provided for herein. Both parties shall be free from any liability arising out of the exercise of its rights under this paragraph; provided, however, that any party may be liable to the other for the exercise of any rights in violation of Rule 11 of the Utah Rules of Civil Procedure, Rule 11 of the Federal Rules of Civil Procedure and/or Utah Code Annotated Section 78-27-56, as each may be amended.

11.8 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 Development Agreement is

amended by vote of the Board of County Commissioners taken with the same formality as the vote approving this Development Agreement, no officer, official or agent of the County has the power to amend, modify or alter this Development Agreement or waive any of its conditions as to bind the County by making any promise or representation not contained herein.

11.9 Entire Agreement. This Development Agreement constitutes the entire agreement between the parties with respect to the issues addressed herein and supersedes all prior agreements, whether oral or written, covering the same subject matter. This Development Agreement may not be modified or amended except in writing, mutually agreed to and accepted by all parties to this Development Agreement, together with, as and to the extent applicable, the owner of any part of the Property affected thereby.

11.10 Attorney's Fees. Should any party hereto employ an attorney for the purpose of enforcing this Development Agreement, or any judgment based on this Development Agreement, or for any reasons or in any legal proceeding whatsoever, including insolvency, bankruptcy, arbitration, declaratory relief or other litigation, including appeals or re-hearings, 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.

11.11 Notices. All notices hereunder shall be given in writing by certified mail, postage prepaid at the addresses following each party's signature block, to the last known address of any owner of the undeveloped Phase II or Phase III Property, and/or to such other addresses or to the attention of such other person as the parties or their successors may designate by written notice.

11.12 Applicable Law. This Development 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.

11.13 Execution of Agreement. This Development Agreement may be executed in multiple parts or 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.

11.14 Hold Harmless.

11.14.1 Agreement of Developers. Developers agree to and shall hold County, its officers, agents, employees, consultants, County Attorneys, 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 Developers or their contractors, subcontractors, agents, employees or other persons acting on their behalf which relates to the Village; and (2) from any claim that damages, just compensation, restitution, judicial or equitable relief is due by reason of the terms of or effect arising from this Development Agreement. Developers agree to pay all costs for the defense of the County and its officers, agents, employees, consultants, County Attorneys, 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 Developers' actions in connection with the Village or any claims arising out of this Development 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 Development Agreement regardless of whether or not the County prepared, supplied or approved this Development Agreement, plans or specifications, or both, for the project. The Developers further agree 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 Development Agreement or asserting that damages, just compensation, restitution, judicial or equitable relief is due by reason of the terms of, or effects arising from this Development Agreement. County may make all reasonable decisions with respect to its representation in any legal proceeding.

11.14.2 Exceptions to Hold Harmless. The agreements of Developers in Paragraph 11.14.1 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 Developers under the terms of this Development Agreement for just compensation or attorneys' fees.

11.14.3 Hold Harmless Procedures. The County shall give written notice of any claim, demand, action or proceeding which is the subject of the Developers' 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 County 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.

11.15 Relationship of Parties. The contractual relationship between the County and Developers arising out of this Development Agreement is one of independent contractor and not agency. This Development Agreement does not create any third party beneficiary rights. It is specifically understood by the parties that: (a) the Village is a private development; (b) County has no interest in, 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 Development Agreement or in connection with subdivision plat, site plan, Deed, or map approval, and (c) Developers shall have the full power and exclusive control of the Property subject to the obligations of the Developers set forth in this Development Agreement.

11.16 Compliance with County Ordinances and Administrative Guidelines. The County has reviewed the Code, General Plan, and Resolution No. 93-1 (Administrative Guidelines) and has determined that the Developers have substantially complied with the provisions thereof and hereby finds that the Village is consistent with the purpose and intent of the relevant provisions of the Code, and General Plan. The parties further agree that the omission of a limitation or restriction herein shall not relieve the Developers of the necessity of complying with all applicable County Ordinances and Resolutions not in conflict with the provisions of this Development Agreement, along with all applicable state and federal laws.

11.17 Annual Review. On or before the yearly anniversary date of this Development Agreement, the Developers shall provide to the Community Development Department a letter advising staff of the progress which has occurred during the last 12 months and the progress expected during the next 12 months. The County shall review such letter in connection with this Development Agreement 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 Development Agreement may be revoked or modified by the County in accordance with the provisions of Sections 11.18 and 11.19 hereof, after a public hearing which has been noticed by publication, and for which notice has been expressly provided to Developers. County's failure to review, at least annually, Developers' compliance with the terms and conditions of this Development Agreement shall not constitute or be asserted by any party as a breach of this Development Agreement by Developers or County. Further, such failure shall not constitute a waiver of County's right to revoke or modify said Development Agreement according to the terms and conditions set forth herein.

11.18 Default.

11.18.1 Events of Default. Default under this Development Agreement occurs upon the happening of one or more of the following events or conditions:

- (1) A warranty, representation or statement made or furnished by Developers to the County in this Development Agreement, including any attachments hereto, which 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 11.17 that upon the basis of substantial evidence the Developers have not complied in good faith with one or more of the material terms or conditions of this Development Agreement.
- (3) Any other event, condition, act or omission which materially interferes with the intent and objective of this Development Agreement.

11.19 Procedure Upon Default.

(1) Within ten (10) days after the occurrence of default, County shall give Developers (the "defaulting party") written notice specifying the nature of the alleged default and, when appropriate, the manner in which the default must be satisfactorily cured. Developers shall have thirty (30) days after receipt of written notice to cure the default. After proper notice and expiration of the thirty (30) day cure period without cure, the County may terminate or amend this Development Agreement by giving written notice in accordance with the procedure adopted by the County. Failure or delay in giving notice of default shall not constitute a waiver of any default, nor shall it change the time of default. Notwithstanding the thirty day cure period provided above, in the event more than thirty days is reasonably required to cure a default and Developers, within the thirty day cure period, commence actions, reasonably designed to cure the default, then the cure period shall be extended for such additional period as Developers are prosecuting those actions diligently to completion.

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

(3) Upon the expiration of this Development Agreement, or should the County terminate this Development Agreement under the provisions hereof, Developers' Property will thereafter comply with and be governed by the applicable Code and General Plan then in existence, as well as with all other provisions of Utah State Law.

(4) 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 therefore, 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.

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

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

(7) All other remedies at law or in equity which are consistent with the provisions of this Development Agreement are available to the parties to pursue in the event there is a breach.

11.19.1 Damages Upon Termination. Developers shall not be entitled to any punitive damages against the County upon the unlawful termination of this Development Agreement.

11.19.2 Arbitration. In the event that the default mechanism contained herein shall not sufficiently resolve a dispute under this Development Agreement, then every such continuing dispute, difference, and disagreement shall be referred to a single arbiter agreed upon by the parties, or if no single arbitrator can be agreed upon an arbitrator or arbitrators shall be selected in accordance with the rules of the American Arbitration Association and such dispute, difference, or disagreement shall be resolved by the binding decision of the arbitrator, and judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction therefore. However, in no instance shall this arbitration provision bind the County from exercising enforcement of its police powers where Developers are in direct violation of the Code.

11.19.3 Institution of Legal Action. Enforcement of any such arbitration decision shall be instituted in the Third Judicial District Court of the County of Summit, State of Utah, or in the United States District Court for Utah.

11.20 Rights of Third Parties. This Development Agreement is not intended to affect or create any additional rights or obligations on the part of third parties.

11.21 Third Party Legal Challenges. In those instances where in this Development Agreement, Developers have agreed to waive a position with respect to the applicability of current County policies and requirements, or where Developers have agreed to comply with current County policies and requirements. Developers further agree not to participate either directly or indirectly in any legal challenges to such County policies and requirements by third parties, including but not limited to appearing as a witness, amicus, making a financial contribution thereto, or otherwise assisting in the prosecution of the action.

11.22 Bear Hollow Village Covenants, Conditions, and Restrictions. The Bear Hollow Village CC&Rs are attached as Appendix "E" to the Exhibits Although provided as part of this Development Agreement, such CC&Rs only serve to bind the owners of the Property, not the County.

11.23 Computation of Time. In computing any period of time pursuant to this Development Agreement, the day of the act, event or default from which the designated period of time begins to run shall be included, unless it is a Saturday, Sunday, or legal holiday, in which event the period shall begin to run on the next day which is not a Saturday, Sunday, or legal holiday.

11.24 Titles and Captions. All section titles or captions contained in this Development Agreement are for convenience only and shall not be deemed part of the context nor affect the interpretation hereof.

11.25 Savings Clause. If any provision of this Development Agreement, or the application of such provision to any person or circumstance, shall be held invalid, the remainder of this Development Agreement, or the application of such provision to persons or circumstances other than those as to which it is held invalid, shall not be affected thereby.

11.26 Survival of Developers' Obligations. Notwithstanding any provisions of this Development Agreement, or of law to the contrary and as a partial consideration for the parties entering into this Development Agreement, the parties agree that Developers are obligated to provide to the County the following enumerated extraordinary and significant benefits even if the Developers cancel, rescind, repudiate, refuse, revoke, or in any manner terminate or attempt to terminate this Development Agreement:

- (1) Dedication of any parks, trails and open space shown on the Land Use Plan as requiring dedication or the granting of protection through conservation easements over such land as delineated in the Exhibits;
 - (2) Construction of any roads or public improvements covered by a recorded plat unless earlier vacated prior to the sale of any lots;
 - (3) Compliance with the Exhibits;
 - (4) Payment of impact fees to the extent such fees are payable under the terms of this Development Agreement and any applicable impact fee ordinance or implementing resolution;
- and

(5) Compliance with Developers' Mutual Releases and Hold Harmless Covenants under this Development Agreement.

IN WITNESS WHEREOF, this Development Agreement has been executed by the County, acting by and through the Board of County Commissioners of Summit County, State of Utah, pursuant to Ordinance 338, authorizing such execution, and by a duly authorized representative of Developers, as of the above stated date.

[SIGNATURE PAGES FOLLOW]

COUNTY:

BOARD OF COUNTY COMMISSIONERS OF
SUMMIT COUNTY, STATE OF UTAH

By: *Shauna Kerr*
Name: Shauna Kerr, Chair

Address:

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

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

With a copy to:

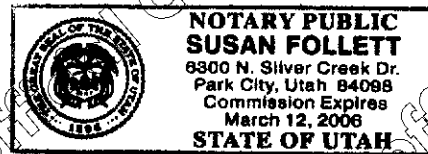
David L. Thomas
Deputy Summit County Attorney
P.O. Box 128
Coalville, Utah 84017

STATE OF UTAH)
 : ss.
COUNTY OF SUMMIT)

The foregoing instrument as acknowledged before me this 1st day of October, 2003, by Shauna L. Kerr, Chairman of the Board of County Commissioners of Summit County, State of Utah.

Susan Follett
Notary Public
Residing at: Summit County

My Commission Expires:
12 March 2006



BHV:

BHV EQUITY ASSOCIATES, LLC, a
Massachusetts limited liability company

By: [Signature]
Name: Richard E. DuPont
Its: Managing Member

Address:

c/o The DuPont Group
6330 Hwy 290 East, Suite 310
Austin, TX 78723
Attention: Rick DuPont

With a copy to:

DuPont Properties
1 Church Street
Webster, MA 01570
Attention: Bill DuPont

and to:

Jonathan K. Butler
Parsons Behle & Latimer
201 South Main Street, Suite 1800
P.O. Box 45898
Salt Lake City, Utah 84145-0898

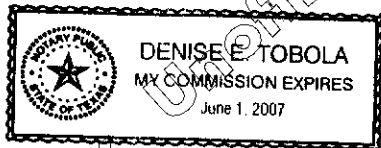
STATE OF Texas)

COUNTY OF Travis)

The foregoing instrument was acknowledge before me this 29th day of September, 2003, by Richard E. DuPont, Managing Member of BHV Equity Associates, LLC.

[Signature]
Notary Public
Residing at: Austin, Texas

My Commission Expires:



PACIFIC SECURITY:

PACIFIC SECURITY FINANCIAL, INC., a
Washington Corporation

By: David Guthrie
Name: DAVID GUTHRIE
Its: PRESIDENT

Address:

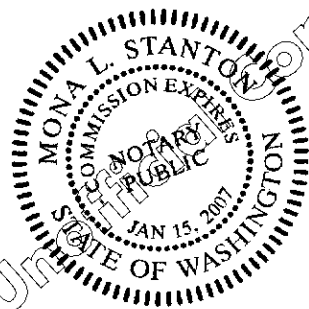
Pacific Security Financial
10 North Post Street, Suite 325
Spokane, Washington 99201
Attn: David Guthrie

STATE OF Washington
: ss.
COUNTY OF Spokane

The foregoing instrument was acknowledge before me this 29th day of
September, 2003, by David Guthrie the President
of Pacific Security Financial, Inc.

Mona L Stanton
Notary Public
Residing at: 544 7th

My Commission Expires: 1/15/07



PRING CORPORATION, a Washington corporation

By: *Bradley T. Pring*
Name: BRADLEY T. PRING
Its: PRESIDENT

Address:

Pring Corporation
8412 East Sprague Avenue
Spokane, Washington 99201
Attn: John Peterson

STATE OF Washington)

: ss.

COUNTY OF Spokane)

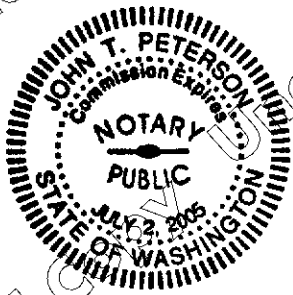
The foregoing instrument was acknowledge before me this 29th day of September, 2003, by Bradley T. Pring, the President of Pring Corporation.

John T. Peterson

Notary Public

Residing at: Spokane, WA

My Commission Expires: 7/2/05



HAMLET:

BEAR HOLLOW RESTORATION, LLC, a Utah
limited liability company

By: HAMLET HOMES CORPORATION, a Utah
corporation, its managing member

By: [Signature]
Name: Michael Brodsky
Its: Chairman

Address:

Bear Hollow Restoration, LLC
c/o Hamlet Homes Corporation, Managing Member
308 East 4500 South, Suite 200
Murray, Utah 84107
Attn.: Michael Brodsky, President

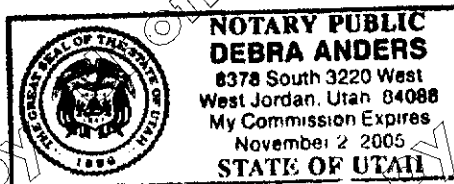
STATE OF Utah
COUNTY OF Salt Lake

The foregoing instrument was acknowledge before me this 30th day of
September, 2003, by Michael Brodsky, the Chairman
of Hamlet Homes Corporation, which is the managing member of Bear Hollow Restoration LLC.

[Signature]
Notary Public
Residing at: West Jordan, Utah

My Commission Expires:

Nov 2, 2005



SWANER:

SWANER MEMORIAL PARK FOUNDATION, a
Utah nonprofit corporation

By: [Signature]
Name: Carol Squaw
Its: Admin Director

Address:

Swaner Memorial Park Foundation
1318 West Bivner Road
Park City, UT 84098

With a copy to:

Greg R. Nielsen, Esq.
Snell & Wilmer, L.L.P.
15 West South Temple, Suite 1200
Salt Lake City, Utah 84101

STATE OF Utah

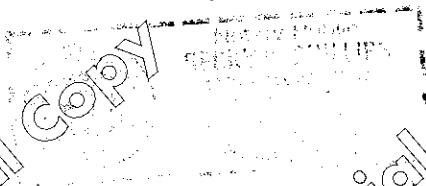
: ss.

COUNTY OF Summit

The foregoing instrument was acknowledge before me this 30th day of September 2003, by Carol Squaw, the Administrative Director of Swaner Memorial Park Foundation.

[Signature]
Notary Public
Residing at: _____

My Commission Expires:



RECORDERS NOTE
DUE TO THE COLOR OF THE INK
OF THE NOTARY SEAL AFFIXED
TO THIS DOCUMENT, THE
SEAL MAY BE UNSATISFACTORY
FOR COPYING.

ATTACHMENT 1
(BHV Property)

LODGE PARCEL:

PARCEL A, BEAR HOLLOW VILLAGE SUBDIVISION ACCORDING TO THE OFFICIAL PLAT THEREOF ON FILE AND OF RECORD IN THE SUMMIT COUNTY RECORDER'S OFFICE.

SPORTS PARK CONDOMINIUM PARCEL:

BEGINNING AT A POINT 100.04 FEET EAST AND 29.96 FEET SOUTH FROM THE NORTHWEST CORNER OF SECTION 30, TOWNSHIP 1 SOUTH, RANGE 4 EAST, SALT LAKE BASE AND MERIDIAN, THENCE NORTH 55 DEGREES 23 MINUTES 29 SECONDS EAST, 174.54 FEET, THENCE SOUTH 34 DEGREES 36 MINUTES 47 SECONDS EAST 68.92 FEET TO THE NORTHWESTERLY RIGHT-OF-WAY LINE OF LILLEHAMMER LANE, THENCE SOUTH 55 DEGREES 33 MINUTES 35 SECONDS WEST 93.67 FEET ALONG SAID RIGHT-OF-WAY LINE, THENCE CONTINUING SOUTH 55 DEGREES 33 MINUTES 35 SECONDS WEST 80.88 FEET, THENCE NORTH 34 DEGREES 36 MINUTES 32 SECONDS WEST 68.40 FEET TO THE POINT OF BEGINNING.

LAURELWOOD CONDOMINIUM PARCEL:

BEGINNING ON THE SOUTHEASTERLY RIGHT-OF-WAY LINE OF LILLEHAMMER LANE AT A POINT 248.81 FEET EAST AND 78.78 FEET SOUTH FROM THE NORTHWEST CORNER OF SECTION 30, TOWNSHIP 1 SOUTH, RANGE 4 EAST, SALT LAKE BASE AND MERIDIAN, THENCE NORTH 55 DEGREES 33 MINUTES 35 SECONDS EAST 169.06 FEET ALONG SAID RIGHT-OF-WAY LINE, THENCE SOUTH 34 DEGREES 28 MINUTES 36 SECONDS EAST 66.79 FEET TO A POINT ON THE ARC OF A 35.50 FOOT-RADIUS CURVE TO THE LEFT, THENCE 33.93 FEET ALONG THE ARC OF SAID CURVE (CHORD BEARS SOUTH 23 DEGREES 12 MINUTES 49 SECONDS WEST 32.65 FEET), THENCE SOUTH 55 DEGREES 33 MINUTES 35 SECONDS WEST 139.99 FEET, THENCE NORTH 34 DEGREES 28 MINUTES 25 SECONDS WEST 16.83 FEET, THENCE SOUTH 55 DEGREES 32 MINUTES 10 SECONDS WEST 16.49 FEET TO THE NORTHEASTERLY RIGHT-OF-WAY LINE OF LILLEHAMMER LANE, THENCE NORTH 34 DEGREES 28 MINUTES 05 SECONDS WEST 52.42 FEET ALONG SAID RIGHT-OF-WAY LINE TO A POINT OF TANGENCY WITH A 15.00-FOOT RADIUS CURVE TO THE RIGHT, THENCE 23.57 FEET ALONG SAID CURVE AND RIGHT-OF-WAY LINE (CHORD BEARS NORTH 10 DEGREES 32 MINUTES 45 SECONDS EAST 21.22 FEET) TO THE POINT OF BEGINNING.

ATTACHMENT 2
(Pacific Security Property)

PART OF BEAR HOLLOW VILLAGE SUBDIVISION, CONSTRUCTION PHASE III.

BEGINNING AT A POINT ON THE WEST LINE OF SECTION 19, SAID POINT BEING NORTH 0°05'23" WEST 383.92 FEET ALONG SAID SECTION LINE FROM THE SOUTHWEST CORNER OF SAID SECTION 19, TOWNSHIP 1 SOUTH, RANGE 4 EAST, SALT LAKE BASE AND MERIDIAN; THENCE CONTINUING ALONG SAID SECTION LINE NORTH 0°05'23" WEST 949.35 FEET; THENCE SOUTH 89°42'52" EAST 1205.38 FEET TO A POINT ON THE WEST RIGHT OF WAY LINE OF STATE ROUTE 224; THENCE SOUTH 0°27'00" WEST 1025.39 FEET ALONG SAID WEST RIGHT OF WAY LINE; THENCE SOUTH 87°09'02" WEST 127.72 FEET; THENCE SOUTH 89°01'53" WEST 181.72 FEET; THENCE NORTH 67°40'10" WEST 169.79 FEET; THENCE NORTH 66°11'31" WEST 175.03 FEET; THENCE SOUTH 76°13'10" WEST 34.36 FEET; THENCE NORTH 51°18'08" WEST 60.00; THENCE SOUTH 31°13'12" WEST 95.34 FEET; THENCE SOUTH 45°56'52" WEST 82.50 FEET; THENCE SOUTH 53°56'52" WEST 82.50 FEET; THENCE SOUTH 53°11'53" WEST 153.84 FEET; THENCE SOUTH 66°01'12" WEST 91.22 FEET; THENCE NORTH 31°14'47" WEST 78.46 FEET; THENCE NORTH 0°00'00" EAST 128.00 FEET; THENCE NORTH 90°00'00" WEST 133.24 FEET TO THE POINT OF BEGINNING.

LESS AND EXPECTING THAT PORTION KNOWN AS THE WALLIN HOUSE, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE POINT NORTH 347.43 FEET AND EAST 1093.09 FEET FROM THE SOUTHWEST CORNER OF SECTION 19, TOWNSHIP 1 SOUTH, RANGE 4 EAST, SALT LAKE BASE AND MERIDIAN, AND RUNNING THENCE NORTH 0°39'10" EAST 147.58 FEET; THENCE NORTH 85°18'30" EAST 147.58 FEET TO AN OLD FENCE ON THE WEST RIGHT OF WAY LINE OF UTAH STATE HIGHWAY NO. 224; THENCE SOUTH 0°39'10" WEST ALONG SAID FENCE AND RIGHT OF WAY LINE 147.58 FEET; THENCE SOUTH 85°18'30" WEST 147.58 FEET TO THE POINT OF BEGINNING.

ATTACHMENT 3A
(Hamlet Property)

REAL PROPERTY LOCATED IN SUMMIT COUNTY, STATE OF UTAH, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

LOT NUMBERS T79 THROUGH AND INCLUDING T96, T47 THROUGH AND INCLUDING T52, T58 THROUGH AND INCLUDING T66, T67 THROUGH AND INCLUDING T78, T102 THROUGH AND INCLUDING T117, AND T97 THROUGH AND INCLUDING T101 OF BEAR HOLLOW VILLAGE, ACCORDING TO THE OFFICIAL PLAT THEREOF, RECORDED SEPTEMBER 4, 1998, AS ENTRY NO. 516929 OF THE OFFICIAL RECORDS OF THE SUMMIT COUNTY RECORDER.

ATTACHMENT 3B
(Swaner Property)

A PARCEL OF LAND LOCATED IN THE SOUTH HALF OF SECTION 19 AND THE NORTHEAST QUARTER OF SECTION 30, TOWNSHIP 1 SOUTH, RANGE 4 EAST, SALT LAKE BASE AND MERIDIAN, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT NORTH, 1326.40 FEET AND EAST, 1373.28 FEET FROM THE NORTHWEST CORNER OF SAID SECTION 30, SAID POINT ALSO BEING ON THE EAST RIGHT-OF-WAY LINE OF UTAH STATE HIGHWAY 224 (SR-224), AND RUNNING THENCE SOUTH 89 DEGREES 42 MINUTES 52 SECONDS EAST 2623.11 FEET TO THE CENTER OF THE SOUTHEAST QUARTER OF SAID SECTION 19; THENCE SOUTH 00 DEGREES 05 MINUTES 41 SECONDS EAST 1335.05 FEET TO THE NORTH LINE OF SAID SECTION 30; THENCE SOUTH 89 DEGREES 41 MINUTES 19 SECONDS EAST 1332.87 FEET ALONG SAID NORTH LINE TO THE NORTHEAST CORNER OF SAID SECTION 30; THENCE SOUTH 00 DEGREES 05 MINUTES 47 SECONDS EAST, 655.92 FEET ALONG THE EAST LINE OF SAID SECTION 30; THENCE NORTH 89 DEGREES 52 MINUTES 37 SECONDS WEST, 1374.74 FEET; THENCE NORTH, 561.82 FEET; THENCE NORTH 89 DEGREES 42 MINUTES 32 SECONDS WEST 2608.22 FEET TO THE EAST RIGHT-OF-WAY LINE OF SAID SR-224; THENCE NORTHERLY 270.88 FEET ALONG THE ARC OF A 2949.78-FOOT RADIUS CURVE TO THE LEFT (CHORD BEARS NORTH 03 DEGREES 04 MINUTES 51 SECONDS EAST 270.79 FEET); THENCE NORTH 00 DEGREES 27 MINUTES 00 SECONDS EAST 1162.89 FEET ALONG SAID EAST RIGHT-OF-WAY TO THE POINT OF BEGINNING.

SUMMIT COUNTY TAX SERIAL NOS. PP-77 AND PP-97.

**ATTACHMENT 4
(Amenities Package)**

Fund Contribution. The Developer of the Pacific Security Property shall contribute \$2,095 to the School District prior to the issuance of any temporary or permanent occupancy permit for each single family detached lot, townhouse lot and condominium unit comprising the Pacific Security Property.

The Developer of the Hamlet Property shall contribute \$2,095 to the School District prior to the issuance of any temporary or permanent occupancy permit for each townhouse lot comprising the Hamlet Property. The Developer of the office building on Lots T97 through T101, inclusive (the "Office Building"), shall contribute \$10,475 to the School District prior to the issuance of any temporary or permanent occupancy permit for the Office Building.

In addition, the Developer of the Hamlet Property shall contribute \$1,173 to the County for the construction of an underpass under Highway 224 prior to the issuance of any temporary or permanent occupancy permit for each townhouse lot comprising the Hamlet Property. The developer of the Office Building shall contribute \$5,865 to the County for the construction of the underpass prior to the issuance of any temporary or permanent occupancy permit for the Office Building. The Developer of the Pacific Security Property shall contribute \$1,173 to the County for the construction of the underpass prior to the issuance of any temporary or permanent occupancy permit for each single family detached lot, townhouse lot and condominium unit comprising the Pacific Security Property.

Totals of the foregoing and other contributions are:

Amenities Fund Distribution			
Hamlet Property			
Recipients	Amount	No. of Units	Total
School District	\$2,095.00	66*	\$138,270.00
Underpass	\$1,173.00	66*	\$77,418.00
Open Space	\$3,400.00	66*	\$224,400.00
			\$440,088.00
*Office Building is calculated as 5 lots			
Pacific Security Property			
Recipients	Amount	No. of Units	Total
School District	\$2,095.00	111**	\$232,545.00
Underpass	\$1,173.00	111**	\$130,203.00
Open Space	\$3,400.00	111**	\$377,400.00
			\$740,148.00
**Breakdown			
42 Single Family Detached, 59 Townhomes and 10 Condominiums			
Lodge Parcel Property			
Open Space	\$3,400.00	110	\$374,000.00

Total Contributions			
School District			\$370,815.00
Underpass			\$207,621.00
Open Space			\$975,800.00
	Grand Total		\$1,554,236.00

The underpass location shall be as determined by the County.

Land Contribution. The Developer of the Pacific Security Property shall donate Parcel B to the School District prior to the issuance of any building permit for the Pacific Security Property. A deed restriction shall be recorded against Parcel B allowing only the construction of a public school on Parcel B. If Parcel B is not used as a school, then the only other allowed use for Parcel B shall be a park or as open space with a conservation easement. Any development on Parcel B shall require compliance with the Code and General Plan, including, without limitation, site plan approval, fencing and design-related standards.

**ATTACHMENT 5
(Affordable Housing)**

Throughout the Subdivision and for any Property subject to any affordable housing restrictions, by deed, the Development Agreement, the Prior Agreement or otherwise, the deed restriction for the sales price of the affordable housing component is hereby increased by three percent (3%) per year beginning in 1998 and shall continue to be adjusted annually by three percent (3%) per year through the term of this Development Agreement. As such the following modifications shall be made to Exhibit 6, page 28, paragraph (a) as of the Effective Date:

The initial sales price of \$215,000 in subparagraph (a) shall be replaced with \$247,250, the initial sales price of \$165,000 in subparagraph (b) shall be replaced with \$189,750, and the initial sales price of \$105,000 in subparagraph (c) shall be replaced with \$120,750.

ATTACHMENT 6A
(Conditions)

Residential Construction. The following conditions must be met and kept current prior to the issuance of any building permit for any new residential construction within the Subject Village Property (except that the County agrees to issue a model building permit for lots T62 through T66, inclusive, as soon as it has been reviewed and approved by the building department):

1. The punch list work identified in the Bear Hollow Phase I punch list generated by GE on July 10, 2003, shall be substantially completed except for the landscaping as specifically described below.
2. The landscape plan, for reclamation of site 224 road-cut along Phase I, has been submitted to and approved by the County. Work on the plan has commenced, and weather permitting, the work continues. Model building construction will be permitted while the landscaping work is going on. Production buildings may commence construction as soon as the Phase I landscaping work is substantially completed. It is acknowledged that some areas of re-vegetation will not occur until Spring of 2004 and that such delay will not hold up issuance of any building permit.
3. The School District contribution in accordance with Attachment 4.
4. The underpass contribution in accordance with Attachment 4.
5. The open space contribution in accordance with Sections 2.13 and 2.16 of the Development Agreement.
6. The recordation of the Notice set forth on Attachment 8 of the Development Agreement.

The development of residential units in Phases I, II and III shall not be sequentially tied to the construction of the Lodge Parcel.

Pacific Security Property. Prior to the development of the first sixty lots (including the 10 unit Bear Claw Condominiums) in the Pacific Security Property, the following conditions must be satisfied:

1. Completion of all Phase I punch list items.
2. Implementation of the landscaping plan for Phase I and II.
3. Installation of all trails required for Phase II.
4. Identification and repair of all infrastructure deficiencies in Phase II.
5. Completion of a 3,000 square foot club house, including a pool and patio area, on the Laurelwood Condominium Parcel and the issuance of a certificate of occupancy therefore.

6. The commencement of construction of the Office Building.
7. Parcel B shall have been donated to the School District.
8. Reclamation of Parcel B.
9. The recordation of the Notice set forth on Attachment 8 of the Development Agreement.

No permits for construction of residential units will be issued on any units in the Pacific Security Property until all of the above conditions are satisfied. However, the County will permit commencement of the following infrastructure construction prior to completion of the conditions:

1. Completion of Bobsled Boulevard to the Olympic Park access road.
2. Commencement of construction of roadway improvements within the Pacific Security Property.

Performance bonds have been submitted by the Prior Owner for much of the deficient infrastructure throughout the Village. The County agrees to enforce the bonds and apply the available funds towards the completion the infrastructure required by the Development Agreement.

Prior to the development of the remaining fifty lots in the Pacific Security Property, the occupancy permit for the Office Building must be issued.

Lodge Parcel. Prior to the development of the multiple buildings on the Lodge Parcel, the following conditions must be satisfied:

1. Resolution of Phase I issues and concerns and completion of the related work.
2. Resolution of Phase II infrastructure issues and amenities issues and the completion of those elements. The Lodge Parcel developer has the right to commence construction prior to the resolution of the Phase II infrastructure issues and amenities issues and the completion of those elements.
3. Preparation of a site plan with architectural drawings for review by the County.
4. Preparation of proposed covenants, conditions and restrictions and rules and regulations concerning the Lodge Parcel units for review by the County.
5. The recordation of the Notice set forth on Attachment 7 of the Development Agreement.

The owner of the Lodge Parcel shall commence construction of the employee housing as contemplated by this Development Agreement simultaneous with the construction of the final building of the multiple buildings comprising the Lodge Parcel.

ATTACHMENT 6B
(Timing)

Summary of Improvements. The following is a summary of the remaining improvements to be completed at the Village (dates given are approximations and may vary):

1. Substantial completion of repairs to incomplete infrastructure in Phase I (does not include landscaping of SR 224 road-cut).
 - Commencement – October 2, 2003
 - Completion – October 15, 2003
2. Commencement of landscaping of road-cut to SR 224 for Phase I.
Commencement – October 2, 2003
 - Completion – June 30, 2004
3. Substantial completion of repairs to incomplete infrastructure in Phase II, including all trails that are part of Phase II.
 - Commencement – October 2, 2003
 - Completion – June 30, 2004
4. Initial Phase of 33 Townhouse lots in Phase II
 - Commencement October 15, 2003
 - Completion – November 1, 2004
 - Commencement of models within lots T66 and T65, within the 5 unit building comprised of T62 through T66 – October 15, 2003.
 - Model Building Completion – January 15, 2004
5. Off-site sanitary sewer
 - Commencement, upon approval from the sewer district.
 - Completion including re-vegetation within 60 days of start and re-vegetation no later than June 30, 2004

6. **Community Recreation Center**
 - Commencement – November 1, 2003 (or upon receipt of building permits which ever come later)
 - Completion – February 28, 2004 (except that exterior landscaping and pool and decking on or before June 30, 2004)
7. **Second Phase of 33 Townhouse lots including 5 units in Phase I**
 - Commencement – March 2004
 - Completion – March 2005
8. **SR 224 Road-cut restoration of Phase II**
 - Commencement May 15, 2004
 - Completion June 30, 2004
9. **SR 224 Road-cut restoration of Phase III**
 - Commencement September 1, 2004
 - Completion October 15, 2004
10. **Construction of Office Building**
 - Commencement April 1, 2004 or sooner
 - Completion – October 15, 2004
11. **Construction of the initial section of Phase III (50 lots and 10 affordable condominium units); Completion of remaining 50 homes**
 - Commencement of construction of infrastructure including off-site road to connect to the Olympic Park access road - April 1, 2004
 - Completion of infrastructure – November 15, 2004
 - Commencement of construction of houses – June 2004
 - Completion of construction of first 60 houses (including the 10 affordable condominium units) – November 2005
 - Commencement of infrastructure for second phase of 50 lots of Phase III – April 2005

- Completion of all infrastructure of Phase III – November 2005
- Completion of construction of remaining 50 homes – June 2007

Reclamation of Parcel B beginning in May 2004, with the expected date of completion October 2004, including restoration of all landscaping

ATTACHMENT 7
(Lodge Parcel Notice)

When Recorded Return To:

Summit County Attorney
Post Office Box 128
Coalville, Utah 84017

Space above for County Recorder's Use
[PARCEL I.D. No. BHVS-PAR-A]

**NOTICE OF REQUIRED
OPEN SPACE CONTRIBUTION**

NOTICE IS HEREBY GIVEN that, pursuant to that certain Amended and Restated Development Agreement (the "Development Agreement") dated as of October 2, 2003, and recorded on _____ 2003, as Entry No. _____ in Book _____ at Page _____ in the Summit County Recorder's Office, an open space contribution (the "Contribution") in the amount of \$3,400 must be paid to Summit County (the "County") from escrow when a unit within the Lodge Parcel (as defined below) is sold to the first purchaser (other than a Developer (as that term is defined in the Development Agreement)). No further Contribution shall be required for any subsequent sale of a unit after the unit is sold to a first purchaser. No Contribution shall be required for the employee housing component of the Lodge Parcel. For more information regarding the Contribution, please contact Summit County Director of Community Development, Post Office Box 128, Coalville, Utah 84017.

The term "Lodge Parcel" means that certain real property described as PARCEL A, BEAR HOLLOW VILLAGE SUBDIVISION ACCORDING TO THE OFFICIAL PLAT THEREOF ON FILE AND OF RECORD IN THE SUMMIT COUNTY RECORDER'S OFFICE.

The obligations evidenced by this Notice of Requirement for Open Space Contribution ("Notice") shall constitute covenants running with the land, and shall burden the Lodge Parcel, and benefit the County, and shall be binding upon the Developer of the Lodge Parcel, its successors, assigns, and any person acquiring or otherwise owning an interest in the Lodge Parcel. Notwithstanding, after the initial sale of a unit to a first purchaser (other than a Developer), this Notice of Requirement for Open Space Contribution shall automatically be released and shall not affect the title to the unit sold or be considered notice to any person that the County has or claims any right, title or interest in, or lien or claim upon, the unit sold.

DATED as of October _____, 2003.

BHV EQUITY ASSOCIATES, LLC, a
Massachusetts limited liability company

By: _____
Name: _____
Its: _____

STATE OF _____)

: ss.

COUNTY OF _____)

The foregoing instrument was acknowledge before me this _____ day of
_____, 2008, by _____, Managing Member of BHV
Equity Associates, LLC

Notary Public
Residing at: _____

My Commission Expires:

ATTACHMENT 8
(Hamlet Property and Pacific Security Property Notice)

When Recorded Return To:

Summit County Attorney
Post Office Box 128
Coalville, Utah 84017

Space above for County Recorder's Use
[PARCEL I.D. No. BHVS-PAR-A]

**NOTICE OF REQUIRED
CONTRIBUTIONS**

NOTICE IS HEREBY GIVEN that pursuant to that certain Amended and Restated Development Agreement (the "Development Agreement") dated as of October 2, 2003, and recorded on _____ 2003, as Entry No. _____ in Book _____ at Page _____ in the Summit County Recorder's Office, the following contributions are required to be made:

1. Open Space Contribution. An open space contribution in the amount of \$3,400 must be paid to Summit County (the "County") prior to the issuance of a temporary or permanent occupancy permit for any unit, lot or building within the Hamlet Property or the Pacific Security Property (as defined below).
2. School District Contribution. A contribution of \$2,095 shall be made to the Park City School District prior to the issuance of any temporary or permanent occupancy permit for each single family detached lot, townhouse lot and condominium unit, and with respect to the office building to be constructed on Lots T97 through T101, inclusive (the "Office Building"). The total for such contributions with respect to the Office Building is \$10,475.
3. Underpass Construction Contribution. A contribution of \$1,173 shall be made to the County for the construction of an underpass under Highway 224 prior to the issuance of a temporary or permanent occupancy permit for each single family detached lot, townhouse lot and condominium unit within the Hamlet Property and the Pacific Security Property. With respect to the Office Building, the developer of the Hamlet Property shall contribute \$5,865 to the County for the construction of the underpass.

For more information regarding the foregoing contributions, please contact Summit County Director of Community Development, Post Office Box 128, Coalville, Utah 84017.

The term "Hamlet Property or Security Pacific Property" means that certain real property described on Exhibit "A" attached hereto and incorporated herein by this reference.

The obligations evidenced by this Notice of Required Contributions ("Notice") shall constitute covenants running with the land, and shall burden the Hamlet Property, the Pacific

Security Property, and benefit the County, and shall be binding upon the Developer of the Hamlet Property, the Pacific Security Property, their successors, assigns, and any person acquiring or otherwise owning an interest in the Hamlet Property and the Pacific Security Property. Notwithstanding, after the initial sale of a unit or lot to a first purchaser (other than a Developer), this Notice of Requirement for Open Space Contribution shall automatically be released and shall not affect the title to the unit or lot sold or be considered notice to any person that the County has or claims any right, title or interest in, or lien or claim upon, the unit or lot sold.

DATED as of October _____, 2003.

[Developer of the Hamlet Property/Developer of the Pacific Security Property]

By: _____
Name: _____
Its: _____

STATE OF _____)
: ss.
COUNTY OF _____)

The foregoing instrument was acknowledge before me this _____ day of _____, 2003, by _____, the _____ of _____.

Notary Public
Residing at _____

My Commission Expires:

Exhibit A

[Insert description of Hamlet Property and Pacific Security Property]