

**Park City Baptist Church
Specially Planned Area
Development Agreement**

WHEN RECORDED RETURN TO:

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

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ALAN SPRIGGS, SUMMIT CO RECORDER
2004 AUG 18 16:27 PM FEE \$1.00 BY GGB
REQUEST: SUMMIT COUNTY CLERK

DEVELOPMENT AGREEMENT
FOR THE PARK CITY BAPTIST CHURCH SPECIALLY PLANNED AREA (SPA) PLAN
SNYDERVILLE BASIN, SUMMIT COUNTY, UTAH

This DEVELOPMENT AGREEMENT is entered into as of this 20th day of August, 2003 by and between Park City Baptist Church and SUMMIT COUNTY, a political subdivision of the State of Utah, by and through its Board of County Commissioners.

**Article 1
DEFINITIONS**

- 1.1 **Architectural Design Guidelines** mean the Architectural Design Guidelines for the Property.
- 1.2 **Code** means Snyderville Basin Development Code.
- 1.3 **County** means Summit County, a political subdivision of the State of Utah, by and through its Board of County Commissioners.
- 1.4 **Developer** means Park City Baptist Church, and its assignees or transferees.
- 1.5 **Development Agreement** means this Development Agreement.
- 1.6 **Development Application** means an application to the County for development of a portion of the Property including a building permit or any other permit, certificate or other authorization from the County required for development of the Property.
- 1.7 **Director** means the Summit County Community Development Director.
- 1.8 **Project** means the Park City Baptist Church building and related improvements

including; phased parking for 39 cars, phased building construction, landscaping, lighting, signage, open space and wetlands preservation, all as shown on the Site Plan and related exhibits in the Park City Baptist Church SPA Plan Book of Exhibits, with amenities and features shown thereon.

- 1.9 Park City Baptist Church SPA** means The Park City Baptist Church Specially Planned Area Zone District adopted by Ordinance 460 for the purposes of permitting the adoption of a comprehensive development plan specifically required to implement the unique uses, development locations, and programs and other features necessary for development of the Project.
- 1.10 Park City Baptist Church SPA Plan** means the comprehensive plan, set forth in this Development Agreement, which shall designate all development parameters, site plans and plats, land use locations, densities, and other open space within the development, the approximate location of public amenities phasing, and other property owner/developer obligations, commitments, and contributions made to carry out the development of the Project.
- 1.11 Park City Baptist Church SPA Plan Book of Exhibits** means that portion of the Park City Baptist Church SPA Plan which shall contain concept and specific plans that shall be used to guide all development in the Park City Baptist Church 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 Park City Baptist Church SPA Plan. The Park City Baptist Church SPA Plan Book of Exhibits shall be deemed a part of this Development Agreement as fully as if set forth at length and shall be binding upon all parties hereto.
- 1.12 Final Site Plan** means the Final Site Plan attached as Exhibit 3 of the Park City Baptist Church SPA Book of Exhibits. Approval of this development agreement shall constitute approval of the final site plan.
- 1.13 General Plan** means the Snyderville Basin General Plan of the County.
- 1.14 Intended Uses** means the use of portions of the Park City Baptist Church for worship, instruction, social activities and other appropriate uses.
- 1.15 Land Use Laws** means zoning, subdivision, development, growth management, platting, environmental, open space, transportation and other land use plans, policies, ordinances and regulations existing and in force for the County as the date of this Development Agreement, and as may be amended from time to time.
- 1.16 Land Use Plan** means the Park City Baptist Church Land Use Plan, a copy of which is included as Exhibit 3 in the Park City Baptist Church SPA Plan Book of Exhibits, which reflects the locations and configurations of the site improvements, buildings, parking, driveways, and amenities within the Project.
- 1.17 Landscaping Plan** means the landscaping plan for Park City Baptist Church, a copy of which is included as Exhibit 6 in the Park City Baptist Church SPA Plan Book of Exhibits.
- 1.18 Lighting Guidelines** means the lighting guidelines for the Property, a copy of which is included as Exhibit 5 in the Park City Baptist Church SPA Plan Book of Exhibits.
- 1.19 Low Impact Development** means 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 Director in accordance with the provisions in the Park City Baptist Church SPA Plan Book of Exhibits and all applicable provisions of the Snyderville Basin Development Code.

- 1.20 Planning Commission** means the Snyderville Basin Planning Commission.
- 1.21 Property** means approximately 2.44 acres of land and appurtenant real property rights located in Summit County, Utah, the legal description of which land is shown in Exhibit 1, Legal Description, in the Park City Baptist Church SPA Plan Book of Exhibits.
- 1.22 Public Facilities** means the arterial and access roads and the other public infrastructure or public service facilities serving the Project.

Article 2 RECITALS

- 2.1** The recitals in the remainder of the Article 2, together with the findings set forth in Article 3, are an integral part of the Development Agreement and are a part of the consideration for each party's entry into the Development Agreement.
- 2.2** Developer is the recorded owner of the Property or has contractual rights to acquire any such portions thereof as are not owned of record by Developer.
- 2.3** Developer has proposed development on property under ownership of the Park City Baptist Church, which shall be constructed within certain predetermined development locations, designated in the Park City Baptist Church SPA. This Development Agreement serves to implement the Park City Baptist Church SPA, Ordinance 460, in accordance with the provisions of the Code and the General Plan.
- 2.4** Prior to or contemporaneously with the approval of the Development Agreement, the County has adopted an amendment to the General Plan, the Code, and the Zoning Map classifying the Property as the Park City Baptist Church SPA Zone District and setting forth therein such land use classifications, institutional densities, and development locations as are permitted under the Development Agreement.
- 2.5** Developer has proposed specific plans and plats with respect to the Park City Baptist Church. The Project has been specifically planned in response to direction from the Director and Planning Commission.
- 2.6** The County therefore desires to establish the Project under the SPA provisions of the Code and the General Plan for the purpose of implementing development standards and processes that are consistent therewith.
- 2.7** Developer and the County desire to clarify certain standards and procedures that will be applied to certain administrative approvals contemplated in connection with the development of the Project as well as the construction of improvements of benefit to the Property, and to address requirements for certain public amenities.
- 2.8** The County also desires to receive certain public benefits and amenities, and Developer is willing to provide these public benefits and amenities in consideration of the agreement of the County to the Park City Baptist Church pursuant to the terms of this Development Agreement.
- 2.9** This Development Agreement, which implements the Park City Baptist Church SPA provides detailed data regarding the Park City Baptist Church plat, site plan, open space, architecture, developer obligations and contributions and other relevant data. The County and Developer agree that each of them shall comply with the standards and procedures contemplated by the Park City Baptist Church SPA, this Development Agreement and its

accompanying attachments and Book of Exhibits, the Code, and the General Plan with respect to all required development approvals.

- 2.10** The County, acting pursuant to its authority under Utah Code Annotated, Section 17-27-101 et.seq., Code and the General Plan, has made certain determinations with respect to the proposed Project, and, in the exercise of its legislative discretion, has elected to approve the use, density, and general configuration of the Project pursuant to the Park City Baptist Church SPA, resulting in the negotiation, consideration and approval of the Development Agreement after all necessary public hearings.

Article 3 FINDINGS

The Board of Commissioners of the County, acting in its legislative capacity, has made the determinations with respect to the Park City Baptist Church SPA Plan set forth in the Article 3, including all findings of fact and conclusions of law as are necessary to make each of such determinations.

- 3.1** Following a lawfully advertised public hearing on January 8, 2002, the Park City Baptist Church received a recommendation of approval through a Development Agreement by action of the Planning Commission taken on April 4, 2002. The Board of County Commissioners held a lawfully advertised public hearing on May 16, 2002. The Board of County Commissioners then approved the Park City Baptist Church SPA Plan under the process and procedures set forth in the Code and General Plan on August 20, 2003. The terms and conditions of approval are incorporated fully into this Development Agreement. In making such approval, the Board of County Commissioners made such finding of fact and conclusions of law as are required as a condition of 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.
- 3.2** The Park City Baptist Church SPA Plan, as reflected by the terms and conditions of the Development Agreement, is in conformity and compliance with the General Plan, any existing capital improvements programs, the provisions of the Code (including concurrency and infrastructure requirements), and all other development requirements of the County.
- 3.3** The Park City Baptist Church 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 creation of open space; and (iii) the provision for easements, facilities and amenities to offset development impacts.
- 3.4** Developer has committed to comply with all appropriate Concurrency and Infrastructure requirements of the Code, and all appropriate criteria and standards described in this Development Agreement.
- 3.5** Special Service District 3 applies to this SPA.

- 3.6 There will be no construction management impacts that are unacceptable to the County.
- 3.7 The Park City Baptist Church SPA Plan meets or exceeds development quality and aesthetic objectives of the General Plan and the Code, is consistent with the goal of orderly growth in the Snyderville Basin, and minimizes construction impacts on public infrastructure within the Snyderville Basin.
- 3.8 The proposed Project reasonably assures life and property within the Snyderville Basin is protected from any adverse impact of this Project.
- 3.9 Developer shall take appropriate measures to prevent harm to neighboring properties and lands from development, including nuisances.
- 3.10 This Development Agreement implements the Park City Baptist Church SPA.
- 3.11 The increased intensity of uses in excess of the base uses within the Park City Baptist Church SPA is established pursuant to the Snyderville Basin Development Potential Matrix, which was implemented through the Park City Baptist Church SPA, Ordinance 460. As part of the Project's use and configuration herein approved, Developer has agreed to provide the Matrix amenities identified in Exhibit 2 in the Park City Baptist Church SPA Plan Book of Exhibits.
- 3.12 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 Project is exempt from the application of the Code solely to the extent that such a finding may be a condition precedent to approval of the Development Agreement. Where there is a direct conflict between an express provision of this Development and the Code or General Plan or other land use laws, this Development Agreement shall take precedence; otherwise, the Code, General Plan, or other land use laws shall control.

Article 4 THE PROJECT

- 4.1 Description of the Project. The Property covered by this Development Agreement consists of approximately 2.44 acres of land located approximately 1 mile west of Silver Creek Junction, at Beehive Road and Echo Lane. The Development shall include: phased construction of a building (approx. 7,900 square feet total) for worship, instruction, and related social activities; phased parking for up to 39 vehicles; outdoor courtyard and walkways; open space; wetland and drainage preservation; exterior lighting, signage and landscaping. Phase 1 shall include parking for 18 vehicles, an emergency access, and approximately 4,600 square feet of building. The remaining parking (21 stalls) and Phase 2 building construction shall take place when growth warrants such expansion.

4.2 Legal Description of Property. The legal description of the Property included within the Project is set forth in Exhibit 1 to the Park City Baptist Church SPA Plan Book of Exhibits. No property may be added to the legal description of the Project for purposes of this Development Agreement, except by written amendment. Unless expressly set forth in this Agreement, this Development Agreement shall not affect any land other than the Property.

4.3 Approved Use, Density, and Configuration. This Development Agreement shall, subject to the conditions and requirements of this Agreement, vest with respect to Park City Baptist Church as to the uses (including signage), densities, configuration, massing, design guidelines and methods, development standards, plats, processes, road placements and designs (including size of road), road grades, road curbs, cuts and connections, and other improvements, as reflected in the Park City Baptist Church SPA Plan Book of Exhibits and all other provisions of this Development Agreement. The Park City Baptist Church SPA Plan Book of Exhibits 1-9 shall be deemed a part of this Development Agreement and shall be binding upon all parties hereto. Any changes beyond that which is contained in the Development Agreement and all accompanying exhibits shall be approved through the issuance of a Low Impact Permit.

4.4 Open Space. The open space field (aprox. 240' by 260') is located in the rear portion of the property behind the church. The field may be used for a variety of outdoor activities that are appropriate to the space; however, the field will not be available for use by the general public. Accordingly, the Developer reserves the right to ask the general public to leave for any reason whatsoever. This field may be upgraded to a higher quality irrigated facility at a later date, at which time, said improvements shall be subject to review and approval in accordance with the Low Impact Permit provisions of the Snyderville Basin Development Code.

4.5 Specific Design Guidelines: The development of the Project must be consistent with those Specific Design Conditions and Guidelines set forth in the Park City Baptist Church SPA Plan Book of Exhibits, which includes, among other things, the site layout, land use plan, sign plan, lighting plan, landscaping plan, and architectural elevations, details and materials.

4.6 Approval of Final Site Plan. Approval of this Development Agreement shall constitute approval of the Final Site Plan, Exhibit 3 to the Park City Baptist Church SPA Plan Book of Exhibits, in accordance with the requirements of the Code and General Plan.

4.7 Approval of Site Plan & Elevations Plan. Approval of this Development Agreement shall constitute approval of the Site Plan & Elevations Plans, Exhibit 3 to the Park City Baptist Church SPA Plan Book of Exhibits, in accordance with the requirements of the Code and General Plan.

4.8 Building Permit Required. Prior to the commencement of development activity on the parcel designated on the Final Site Plan, a Building Permit must be obtained from the County in accordance with all applicable requirements of the Code. Failure to so comply shall be ground for revocation of this Development Agreement.

4.9 Amendments. Any modification to the location of on-site structures as shown on the Final Site Plan shall require an amendment to this Development Agreement. All other modifications, i.e. plant materials, colors, building materials, walkways, etc., shall be administrative in nature and may be approved by the Director under the Low Impact Permit Provisions of the Development Code.

4.10 Conflicts.

a. To the extent there is any ambiguity in or conflict with the provisions of the Development Agreement and the Park City Baptist Church SPA Plan Book of Exhibits (including, without limitation, the Site Plan, Sign Plan, Lighting Plan, Landscaping Plan, and Architectural elevations, details and materials therein) the more specific provisions or language of the Park City Baptist Church SPA Plan Book of Exhibits shall take precedence over more general provisions or language of this Development Agreement.

b. The County has reviewed the Code and General Plan and has determined that the Developer has substantially complied with the provisions thereof and hereby finds that the Park City Baptist Church Project is consistent with the purpose and intent of the relevant provisions of the Snyderville Basin Development Code and General Plan. The Parties further agree that the omission of a limitation or restriction herein shall not relieve the Developer 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.

Article 5
Vested Rights

5.1 Vested Rights. Subject to Articles 5.2 and 6.3, the Developer shall have the right to a final site plan and construction plans approval and to develop and construct Park City Baptist Church project in accordance with the uses, densities, timing and configurations (massing) of development as vested in Article 4.3 under the terms and conditions of this Development Agreement, including Article 3 (Findings), and the Park City Baptist Church SPA Plan Book of Exhibits. These rights shall expire with the expiration of the agreement (see 10.4)

5.2 Reserved Legislative Powers.

5.21 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 the Development Agreement. Notwithstanding the retained power of the County to enact such legislation under the police power for the duration of this agreement, such legislation shall only be applied to modify the vested rights described in Articles 4.3 and 5.1, as well as other provisions of this Development Agreement, based upon policies, facts and circumstances meeting the compelling, countervailing public interest exception to the vest 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 Park City Baptist Church SPA and

other provisions of this Development Agreement shall be general application to all development activity in the Snyderville Basin, and unless the County declares an emergency, Developer shall be entitled to prior written notice and an opportunity to be heard with respect to the proposed change and its applicability to the Project under the compelling, countervailing public policy exception to the vested rights doctrine. In the event that the County does not give prior written notice, developer shall retain the right to be heard before an open meeting of the Board of County Commissioners in the event Developer alleges that its rights under this Development Agreement have been adversely affected.

Article 6 PROCESSES

6.1 Development Improvements Agreements Required. A building, grading, or other related development permit will not be issued for any facility or structure within the Park City Baptist Church project until an adequate Development Improvements Agreement, in accordance with Chapter 6 of the Code, has been established and accepted by Summit County. This Development Improvements Agreement is attached as Exhibit 8.

6.2 Construction Mitigation and Management Plan Required. A building, grading, or other related development permit will not be issued for any facility or structure within the Project until an adequate Construction Management and Mitigation Plan has been established for the Project and approved by the County Engineer, who may require changes to address any unforeseen impacts that occur during construction. The plan shall address the following matters specifically, together with any other related matters identified by the Summit County Community Development Director and the Developer.

- (a) Revegetation/erosion protection/runoff control
- (b) Wetland and watershed protection, wetlands enhancement plan
- (c) Site grading
- (d) Dust and debris control
- (e) Recycling construction material waste
- (f) Damage to public roadways as a result of construction
- (g) Traffic control/construction management control
- (h) Hours of Construction
- (i) Impact of noise on adjacent residential uses
- (j) Staging and screening of construction materials and equipment

The Construction Mitigation and Management Plan is attached as Exhibit 19.

6.3 Fees.

6.3.1 SPA Re-Zone Application, Development Agreement Application, Final Site Plan, Development Review, engineering and Related Fees. Developer has previously paid the Sketch Plan, Development Agreement, and SPA fees in the amount of \$5,330.00. Developer 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. The County may charge such standard planning and engineering review fees, standard building permit review fees, and other fees as are generally applicable at the time of application, pursuant to the provisions of Resolution 99-11, as amended, or other applicable statutes, ordinances, resolutions, or administrative guidelines.

6.3.2 Impact Fees. In consideration for the agreements of the County in this Development Agreement, developer agrees 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 Developer waives its position with respect to any vested rights to the imposition of such fees, but shall be entitled to similar treatment afforded with 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 of developer to subject the Project to impact fees under the above-stated conditions, developer does not waive Developer's 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 Project based upon the application of Rational Nexus Test (as defined in Section 6.3.3).

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

6.4 Compliance with Concurrency Management Standards Required. In addition to compliance with the criteria required under the Code, the following service provider and concurrency information shall also be required and reviewed with the Building Permit Application. The additional information to be provided is as follows:

6.4.1 Water Service. Water is currently supplied to the property and is metered. Service will continue to be provided by Special Service District 3.

6.4.2 Septic System/Sanitary Sewer System. A letter from the Summit County Health Department indicating that all requirements of the Health Department have been satisfied. The developer shall provide a stub for convenient connection to the sanitary sewer system if and when such connection shall become possible.

6.4.3 Fire Protection.

A letter from the Park City Fire District indicating that fire hydrants, water lines

sizes, water storage for fire protection, and minimum flow for fire protection are adequate. These shall be determined using the standard of the Insurance Services Office, which are known as the Fire System Grading Standards. In no case shall minimum fire flow be less than 1,000 gallons per minute for a period of two (2) hours.

Written evidence to the County and the Park City Fire District verifying that an authorized water company shall be responsible for the perpetual and continual maintenance of all fire protection appurtenances, including annual flagging of all hydrants prior to November 1st of each year.

6.4.4 Recreation. A letter from the Snyderville Basin Recreation Special Service District indicating that all requirements of the District and the terms of this Agreement have been satisfied.

6.4.5 Other Service Providers. The Director shall secure input regarding the proposed development from all other affected agencies and service providers, including but not necessarily limited to the Army Corps of Engineers, County Health Department, and Utah Power.

Article 7

INFRASTRUCTURE & CONCURRENCY MANAGEMENT

7.1 Concurrency Management Required. Prior to the approval of a building permit for any structure approved in the Project, an applicant for a building permit shall demonstrate that all concurrency management requirements of Chapter 4 of the Code are met. The Summit County 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 continue to be required.

7.1.1 The Developer shall construct those infrastructure improvements, shown on the Final Site Plan and Construction Plans, being those improvements required by the Code, County Engineer, and any applicable special service district or county service area.

7.1.2 Developer shall comply with the applicable sections of the Code, as amended, for offsite and project infrastructure requirements. This shall include the verification of the continued availability of the following for the Project at the time of Building Permit approval; (a) sewage treatment capacity to cover anticipated development within the Property, (b) water and water pressure adequate for commercial consumption and fire flow, (c) capacity for electrical and telephone service, and (d) road capacity.

7.2 Open Space and Wetlands. An integral consideration for this Development Agreement, Developer agrees to preserve and maintain in accordance with the requirements of County

ordinances all areas designated as open space (active or passive) on the Final Site Plan. Unless otherwise provided herein or by County ordinance, all open space within the Project shall be maintained by the Property Owner.

- 7.3** Road Maintenance. Access to the property is provided by a Beehive Lane and will be maintained by Summit County, so long as it remains a County right-of-way. Emergency access only will be provided from Echo Lane, a private right-of-way.

Article 8 SUCCESSORS AND ASSIGNS

- 8.1** Binding Effect. This Development Agreement shall be binding on the successors and assigns of Developer in the ownership or development of any portion of the Project. Notwithstanding the foregoing, a purchaser of the Project or any portion thereof shall be responsible for performance of Developer's obligations hereunder as to the portion of the Project so transferred in accordance with the provisions of Section 8.2 hereof.

- 8.2** Transfer of Project. Developer shall be entitled to transfer the Project subject to the terms of this Development Agreement and upon written notice to the County. In the event of any such complete transfer of Developer's interests in the Project, the transferee shall be deemed to be the Developer for all purposes under this Development Agreement.

- 8.3** Release of Developer. In the event of a transfer of the Project, Developer shall obtain an assumption by the transferee of Developer's obligations under this Development Agreement, and, in such event, the transferee shall be fully substituted as the Developer under this Development Agreement as to the parcel so transferred, and the party executing this Development Agreement as Developer shall be released from any further obligations with respect to this Development Agreement as to the parcel so transferred.

Article 9 DEFAULT, TERMINATION AND ARBITRATION

9.1 Default

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

- (a) A warranty, representation or statement made or furnished by Developer 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.
- (b) Following a periodic or annual review under Section 10.16, a finding and determination is made by the County that upon the basis of substantial evidence Developer has not complied in good faith with one or more of the material terms or conditions of this Development Agreement.

- (c) Any other event, condition, act or omission by Developer, which materially interferes with the intent and objective of this Development Agreement.

9.1.2 Procedure Upon Default.

- (a) Within ten (10) days after the occurrence of default, the County shall give Developer (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. Developer 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 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 Developer, within the thirty-day cure period, commences actions reasonably designed to cure the default, then the cure period shall be extended for such additional period as Developer is prosecuting those actions diligently to completion.
- (b) The County does not waive any claim of defect in performance by Developer, if on periodic or annual review the County does not propose to modify or terminate the agreement.
- (c) Should the County terminate this Development Agreement under the provisions hereof, Property not previously covered by a specific plat or site plan development approval in accordance with this Agreement will thereafter comply with and be governed by the applicable County Development Code and General Plan then in existence, as well as with all other provisions of Utah State Law.
- (d) An express repudiation, refusal or renunciation of the contract, if the same is in writing and signed by the Developer, shall be sufficient to terminate this Agreement and a hearing on the matter shall not be required.
- (e) 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.

9.2 Termination.

- 9.2.1 Termination for Inaction.** The Developer shall be required to proceed with submittal of applications for Development Approvals in a timely manner. If no application for a Development Approval is applied for during any five (5) year period within the term of this Agreement, then this Agreement shall be terminated for inaction. If the Developer has applied for a development permit prior to the expiration of this agreement and there is continuous and ongoing activity on the permit application, the application shall continue to be processed under this agreement.

9.2.2 Termination Upon Completion of Development. This Agreement shall terminate when the Property has been fully developed and the Developer's and the County's obligations in connection therewith are satisfied, or at the expiration of the term of this Agreement. The County shall record a notice that the Agreement has been fully performed and therefore has been terminated.

9.2.3 Effect of Termination on Developer Obligations. Termination of this Agreement as to any Developer of the Property or any portion thereof shall not affect any of such Developer's obligations to comply with the terms and conditions of any applicable zoning, or subdivision plat, site plan, building permit, or other land use entitlements approved with respect to the Property, nor shall it affect any other covenants or any other development requirements specified or created pursuant to this Agreement. Termination of this Agreement shall not affect or invalidate in any manner the Developer's obligations of indemnification and defense under Section 10.14 or the survival provisions of Section 10.21.

9.2.4 Effect of Termination on the County Obligations. Upon any termination of this Agreement, the entitlements, conditions of development, limitations on fees, and all other terms and conditions of this Agreement shall no longer be vested by reason of this Agreement with respect to any portion of the Property then undeveloped and not then covered by a building permit application. Those undeveloped portions of the Property may be subject to then existing planning and zoning law. Upon such a termination, the County shall no longer be prohibited by this Agreement from making any changes or modifications to such entitlements, conditions, or fees applicable to such undeveloped portions of the Property. Further, with respect to the improved portions of the Property, the County shall remain obligated to recognize all existing building permits and apply the development standards and configuration contained in the SPA Plan Book of Exhibits thereto.

9.2.5 Damages upon Termination. Except with respect to just compensation and attorneys' fees under this Agreement, Developer shall not be entitled to any damages against the County upon the unlawful termination of this Agreement.

9.2.6 Reversion to Regulations for Unimproved Portions of the Property. Should the County terminate this Agreement under the provisions hereof, Developer's remaining unimproved portions of the Property will thereafter comply with and be governed by the applicable County Development Code and General Plan then in existence, as well as with all other provisions of Utah State law.

9.3 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 arbitrator 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 thereof. However, in no instance shall this arbitration provision prevent the County from exercising enforcement of its police powers where Developer is in direct violation of the Code.

- 9.4 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.

Article 10 GENERAL TERMS AND CONDITIONS

- 10.1 Agreements to Run with the Land. This Development Agreement shall be recorded against the Property as described in the SPA Plan Book of Exhibits. The agreements 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 for the duration of this agreement (see 10.4). As used herein, Developer shall include the parties signing this Development Agreement and identified as "Developer," and all successor owners of any part of the Property or Project.

- 10.2 Construction of 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 Agreement.

- 10.3 Laws of General Applicability. Where this Development Agreement refers to laws of general applicability to the project 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 of Summit County.

- 10.4 Duration. The term of this Development Agreement shall commence on, and the effective date of this Development Agreement shall be, the effective date of the Ordinance approving this Development Agreement. The term of this Development Agreement shall extend for a period of five (5) years following the effective date above referenced. Developer, with the express approval of the County, shall have an option to extend this Development Agreement for additional five year terms as long as the terms of this Development Agreement have been substantially complied with, there are no public health, safety or welfare issues, and this Agreement has not been earlier terminated, or its term otherwise modified by written amendment.

- 10.5 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 parties' respective rights and

obligations under this Development Agreement. Developer, on behalf of itself and Developer's partners, officers, directors, employees, agents, attorneys and consultants, hereby releases the County and the County's board members, officials, employees, agents, attorneys and consultants, and the County, on behalf of itself and the County's board members, officials, employees, agents, attorneys and consultants, hereby releases Developer and Developer's partners, officers, directors, employees, agents, attorneys and consultants, from and against any and all claims, demands, liabilities, costs, expenses of whatever nature, whether known or unknown, and whether liquidated or contingent, arising on or before the date of this Development Agreement in connection with the application, processing or approval of the SPA Zone District, SPA Plan, and this Development Agreement, to include any claims for vested development rights by any Developer on property which is within the SPA Zone District.

10.6 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.

10.7 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 Developer or any user of the subject property violates the rules, policies, regulations or ordinances of the County or violates 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 shall be deemed appropriate under law until such conditions have been honored by Developer. The parties further recognize that the County shall be free from any liability arising out of the exercise of its rights under this paragraph and shall maintain its prosecutorial immunity at all times.

10.8 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.

10.9 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 both parties to this Development Agreement.

10.10 Attorneys' Fees. Except as provided in paragraph 10.7, should any party hereto employ attorneys for the purpose of enforcing the terms of 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 rehearings, and whether or not an action has actually commenced, the prevailing party shall be entitled to receive from the other party thereto reimbursement for all attorneys' fees and all costs and expenses (including expert witnesses). Should any judgment or final order be issued in that proceeding, said reimbursement shall be specified therein.

10.11 Notices. Any notice, confirmation or other communication (each, a "notice") hereunder shall be given in writing by certified mail, postage prepaid, or personally or by nationally-recognized overnight courier, at the following addresses, or by facsimile to the following facsimile numbers provided the transmitting facsimile machine shall automatically prepare a confirmation of successful facsimile transmission:

To the County:
The Board of County Commissioners of Summit County
Summit County Courthouse
P.O. Box 128
Coalville, Utah 84017
Facsimile: (435) 336-3030

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

With a copy to:
Jami Brackin
Deputy Summit County Attorney
P.O. Box 128
Coalville, Utah 84017
Facsimile: (435) 336-3287

To Developer:
Park City Baptist Church
5946 N. Fairview Drive
Park City, UT 84098

With a copy to such other addresses, such other facsimile numbers, or the attention of such other person as either party or their successors may designate by written notice. Notice shall be deemed given upon actual receipt, if personally delivered, when transmitted if delivered by facsimile, one (1) business day following deposit with a reputable overnight courier that provides a receipt, or on the third (3rd) day following deposit in the United States mail in the manner described above.

10.12 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.

10.13 Execution of Agreement. This Development Agreement may be executed in multiple counterparts 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.

10.14 Hold Harmless.

10.14.1 Agreement of Developer. Developer agrees to and shall hold County, its officers, agents, employees, consultants, attorneys, special counsel and representatives harmless from liability 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 Developer or its contractors, subcontractors, agents, employees or other persons acting on their behalf which relates to the project.

10.14.2 Exceptions to Hold Harmless. The agreements of Developer in Section 10.14.1 shall not be applicable to (i) any claim arising by reason of the negligence or intentional actions of the County, or (ii) any claim reserved by Developer under the terms of this Agreement for just compensation or attorneys' fees.

10.14.3 Hold Harmless Procedures. The County shall give written notice of any claim, demand, action or proceeding which is the subject of Developer's hold harmless agreement as soon as practicable but not later than 10 days after the assertion or commencement of the claim, demand, action or proceeding. In the event 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.

10.15 Relationship of Parties. The contractual relationship between the County and Developer 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 project 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) Developer shall have the full power and exclusive control of the Property subject to the obligations of Developer set forth in this Development Agreement.

10.15.1.1 Periodic Annual Review. The County shall review progress pursuant to this Development Agreement at least once every twelve (12) months to determine if

there has been demonstrated compliance with the terms hereof. If the County finds, on the basis of substantial competent evidence, that there has been a failure to comply with the terms hereof; this Development Agreement may be revoked or modified by the County in accordance with the provisions of Sections 9.1 and 9.2 hereof; after a public hearing which has been noticed by publication, and for which notice has been expressly provided to Developer. The County's failure to review at least annually Developer's 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 Developer or County. Further, such failure shall not constitute a waiver of County's right to revoke or modify said Agreement according to the terms and conditions set forth herein.

10.16. 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.

10.17 Third Party Legal Challenges. In those instances where, in this Agreement, Developer has agreed to waive a position with respect to the applicability of current County policies and requirements, or where Developer has agreed to comply with current County policies and requirements, Developer further agrees 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.

10.18 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.

10.19 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

10.20 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.

10.21 Survival of Developer's 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 Developer is obligated to provide to the County the following enumerated extraordinary and significant benefits even if Developer cancels, rescinds, repudiates, refuses, revokes, or in any manner terminates or attempts to terminate this Development Agreement:

10.21.1 Compliance with all public amenities specified in the SPA Plan Book of Exhibits;

10.21.2 Payment of impact fees to the extent such fees are payable under the terms of this Agreement and any applicable impact fee ordinance or implementing resolution; and

10.21.3 Compliance with Developer's Mutual Releases and Hold Harmless Covenants under this Agreement.

10.22 Force Majeure. 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, or 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.

10.23 Continuing Obligations. Adoption of law or other governmental activity making performance by Developer unprofitable, more difficult, or more expensive does not excuse the performance of the obligation by the Developer.

10.24 Severability. If any provision of this Agreement, or the application of such provision to any person or circumstance, is held invalid, void, or unenforceable, but the remainder of this Agreement can be enforced without failure of material consideration to any party, then the remainder of this Agreement shall not be affected thereby and it shall remain in full force and effect, unless amended or modified by mutual consent of the parties. If any material provision of this Agreement is held invalid, void, or unenforceable or if consideration is removed or destroyed, the Developer or the County shall have the right in their sole and absolute discretion to terminate this Agreement by providing written notice of such termination to the other party.

10.25 Project is a Private Undertaking. It is agreed among the parties that the Project is a private development and that the County has no interest therein except as authorized in the exercise of its governmental functions. Project is not a joint venture, and there is no such relationship involving the County. Nothing in this Agreement shall preclude the Developer and any participating landowner from forming any form of investment entity for the purpose of completing any portion Project.

10.26 Recordation of Agreement. This Agreement may be recorded by either party with the Summit County Recorder.

10.27 Exhibits Incorporated. All Exhibits in the Project SPA Plan Book of Exhibits are incorporated by reference as if fully set forth herein.

10.28 Compliance with County Ordinances. The County has reviewed the Code and General Plan and has determined that the Developer has substantially complied with the provisions thereof.

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

COUNTY: BOARD OF COUNTY COMMISSIONERS OF SUMMIT COUNTY, STATE OF UTAH

By: [Signature]
Shauna Kerr, Chair

STATE OF UTAH)
COUNTY OF SUMMIT)

: ss.

The foregoing instrument was acknowledged before me this _____ day of _____, 2003, by Shauna Kerr, Chair of the Board of County Commissioners of Summit County, State of Utah.

Notary Public
Residing at: _____

My commission expires: _____

DEVELOPER:

Park City Baptist Church

By: [Signature]
Its: Pastor

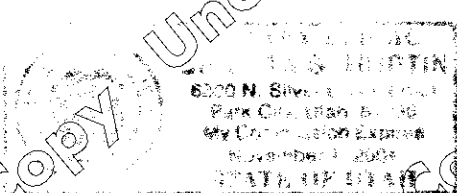
STATE OF UTAH)
COUNTY OF SUMMIT)

: ss.

The foregoing instrument was acknowledged before me this 16th day of August, 2003, by Matthew A. Conrad, _____ of Park City Baptist Church.

[Signature]
Notary Public
Residing at: Wanship, Utah

My commission expires: 12-04



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

BK1641 PG0137

**BOOK OF EXHIBITS - PARK CITY BAPTIST CHURCH
SPECIALLY PLANNED AREA**

Exhibit 1	Legal Description of Property
Exhibit 2	Matrix Analysis
Exhibit 3	Final Site Plan
Exhibit 4	Sign Plan
Exhibit 5	Lighting Plan and Guidelines
Exhibit 6	Landscaping Plan
Exhibit 7	Architectural Elevations, Materials and Colors
Exhibit 8	Development Improvement Agreement
Exhibit 9	Construction Mitigation and Management Plan

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Exhibit 1 - Park City Baptist Church Legal Description

Park City Baptist Church is proposed to be constructed on Lot 240, Plat D, of Silver Creek Estates.



Exhibit 2 - Park City Baptist Church Matrix

The Development Code for the Snyderville Basin contains the Development Potential Matrix for Major Development outside a Town, Resort, or Village Center. The matrix contains mandatory land use principles for development beyond the base density or when a Specially Planned Area is proposed.

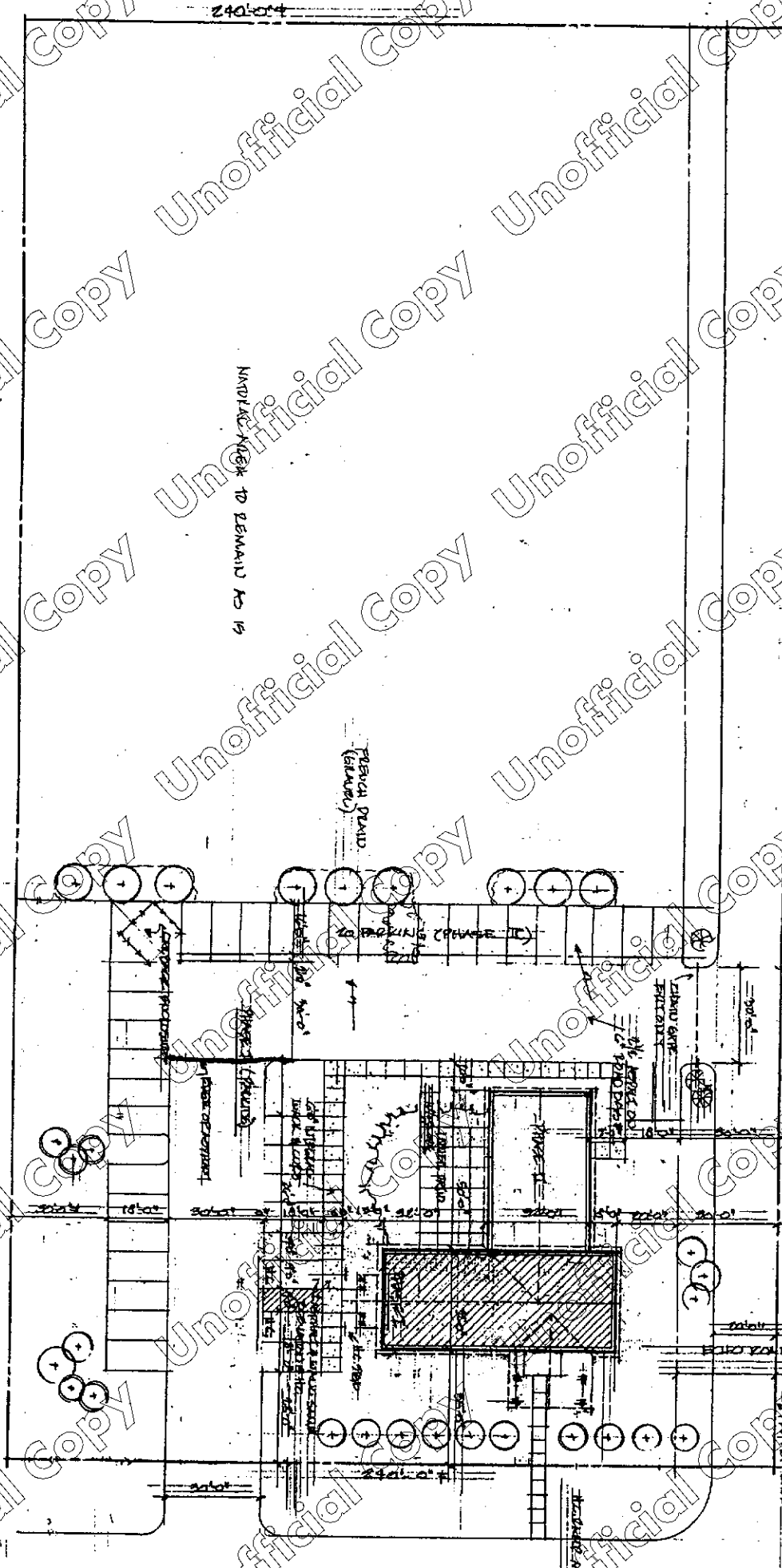
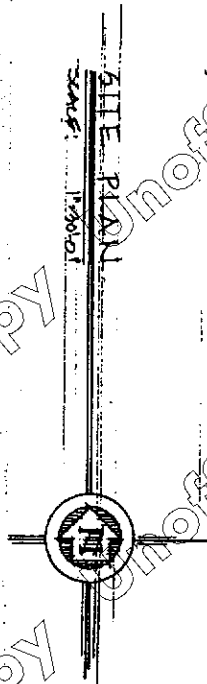
DEDICATION AND PRESERVATION OF VIEWSHED/ENVIRONMENTAL FEATURES OF AREA	CONSISTENCY WITH DESIRED NEIGHBORHOOD CHARACTER	COMMUNITY NEIGHBORHOOD FACILITIES AND RECREATION
Maintenance and preservation of natural drainage patterns	See project Site Plan	N/A

**Exhibit 3 - Park City Baptist Church
Final Site Plan/Construction Plans**

RECORDER'S NOTE

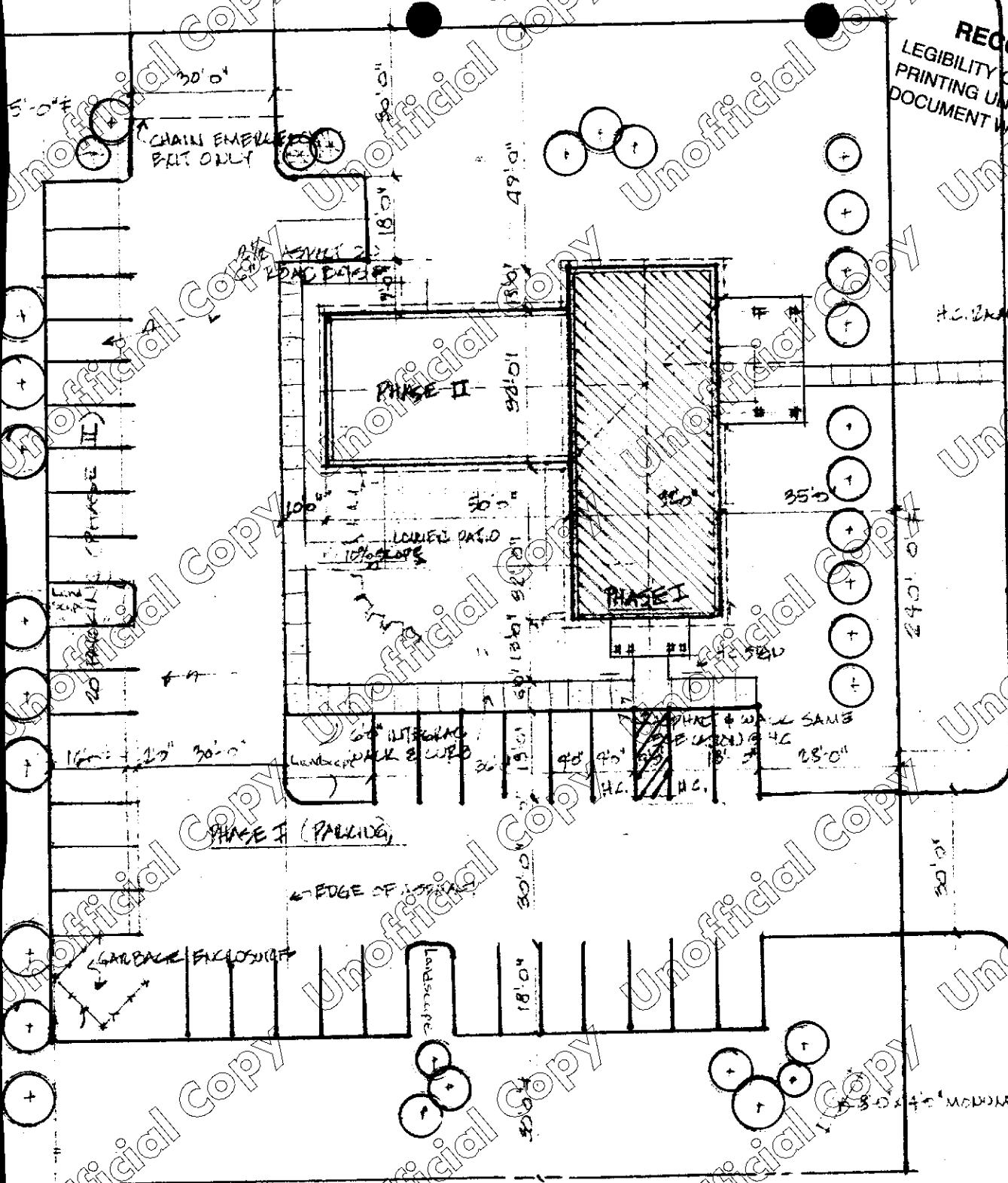
LEGIBILITY OF WRITING, TYPING OR
PRINTING UNSATISFACTORY IN THIS
DOCUMENT WHEN RECEIVED.

NOTICE: ASK TO BEHOLD AS IS

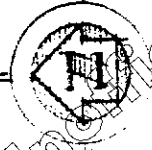


ECHO LANE

RECORDER'S NOTE
LEGIBILITY OF WRITING, TYPING OR
PRINTING UNSATISFACTORY IN THIS
DOCUMENT WHEN RECEIVED.



PARK CITY BAPTIST CHURCH
SITE PLAN



ATTACHMENT I

Exhibit 4 - Park City Baptist Church Sign Plan

Park City Baptist Church proposes to build a sign in that is in compliance with the Snyderville Basin Development Code. This sign will be located on the east side of the driveway entrance and will be lighted as per the requirements of the development code. No other sign shall be permitted or considered as part of this Agreement. The following is an example of the sign style Park City Baptist Church will construct.



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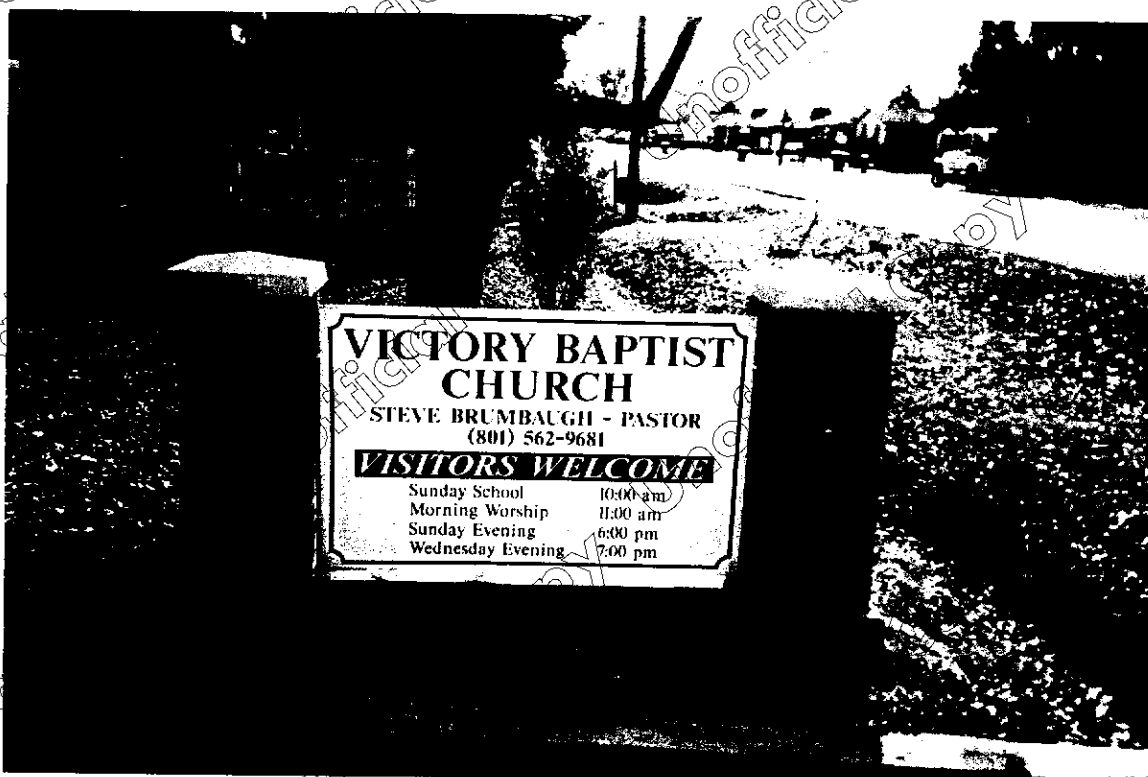


Exhibit 5 - Park City Baptist Church Lighting Plan and Guidelines

Exterior lighting is proposed for the project and is to be located at all entrances. Three entrances shall be part of phase one and two additional entrances in phase two. The exterior lighting will be wall mounted area lighting that will be directed downward so as to minimize light pollution. Two lights shall be used to illuminate the proposed sign. All lighting shall comply with the Snyderville Basin Development Code.

Exhibit 6 - Park City Baptist Church Landscape Plan

The landscape plan for the Park City Baptist Church site is as follows:

1. Existing Trees - Along the south boundary exist two rows of trees, Canadian Cherry and Aspen. These trees are watered with a drip system that is currently in place. These trees are to remain as is with the exception of those which will be removed for the driveway and south porch. A group of Choke Cherry bushes will be transplanted to screen the trash area and also used to mark the Echo Lane emergency entrance.
2. Along the west parking lot boundary, two Aspens and a Canadian Cherry will be planted.
3. Nine Aspens will be planted along the north end of the parking lot. These trees will be planted in groups of three.
4. Along the east boundary, Choke Cherry bushes will be relocated here and two Aspen and one Canadian Cherry will be planted.
5. Grass will be planted and mowed around the entire building inside the tree line on the south, between the building and parking on the west and north, and the building and Echo Lane easement on the east.
6. The landscape boxes in the parking area will be seeded with a wildflower combination suitable for a high desert environment.
7. The remainder of the property shall remain in as existing vegetation with no modifications proposed.
8. All watering of trees, shrubs, and wildflowers shall be done through the drip, bubble or similar water conserving means.
9. All trees proposed to be planted shall be 6'-8' in height when planted.

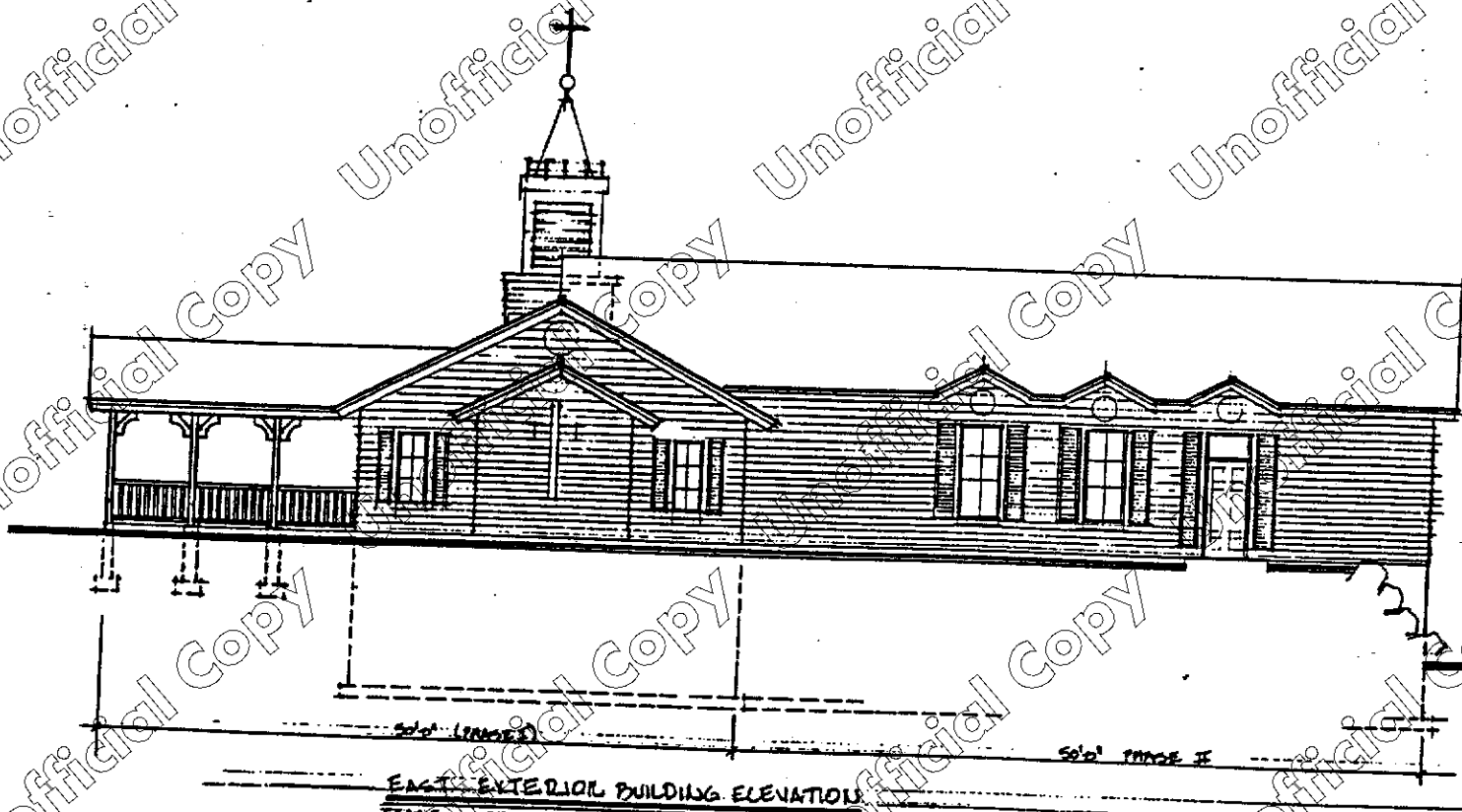
Exhibit 7 - Park City Baptist Church Architectural Elevations, Materials, and Colors

Exterior siding shall be dark gray, with exception of the cupola, which shall be white. Clapboard siding shall be used (no vinyl).

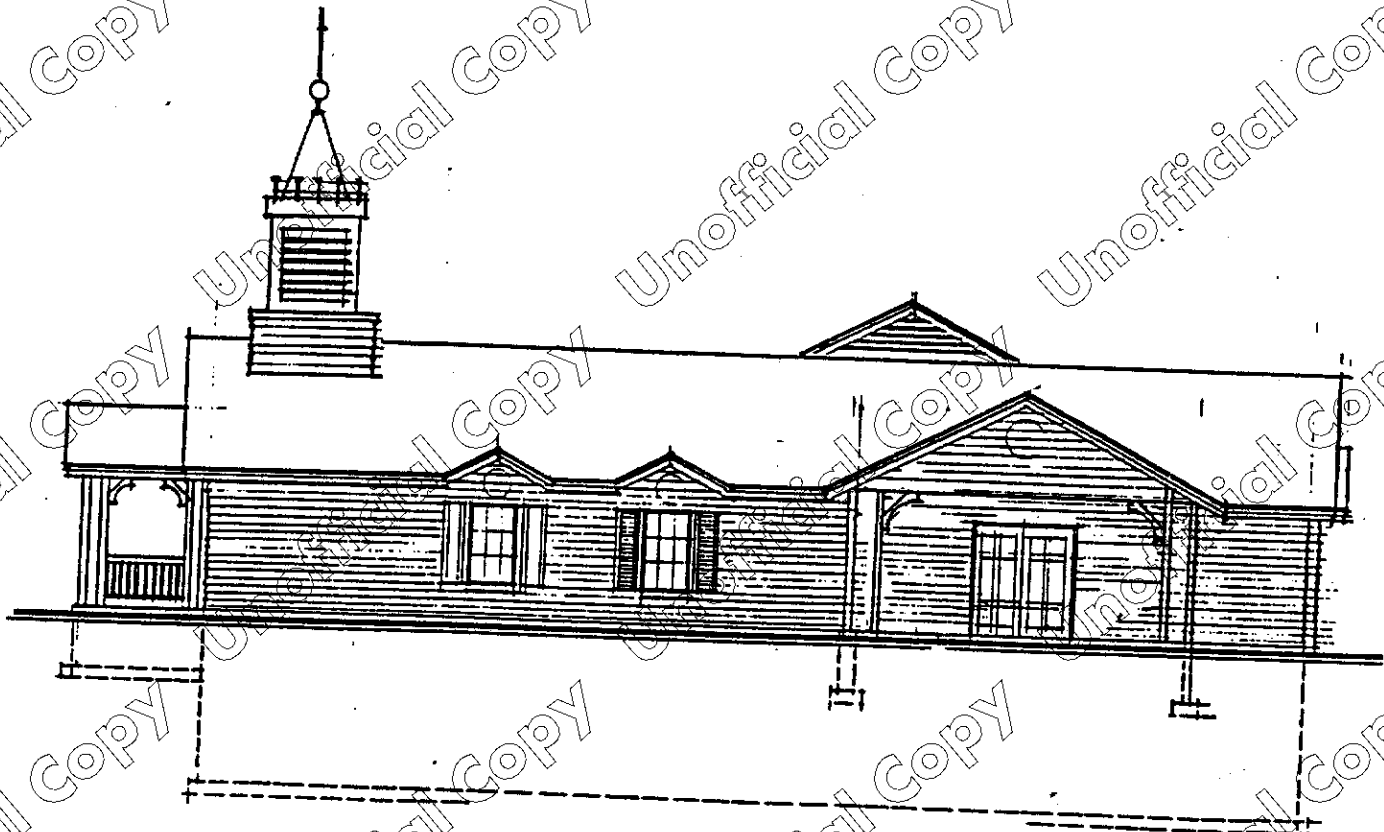
All trim shall be white as well as the material for the porches.

Windows shall be white.

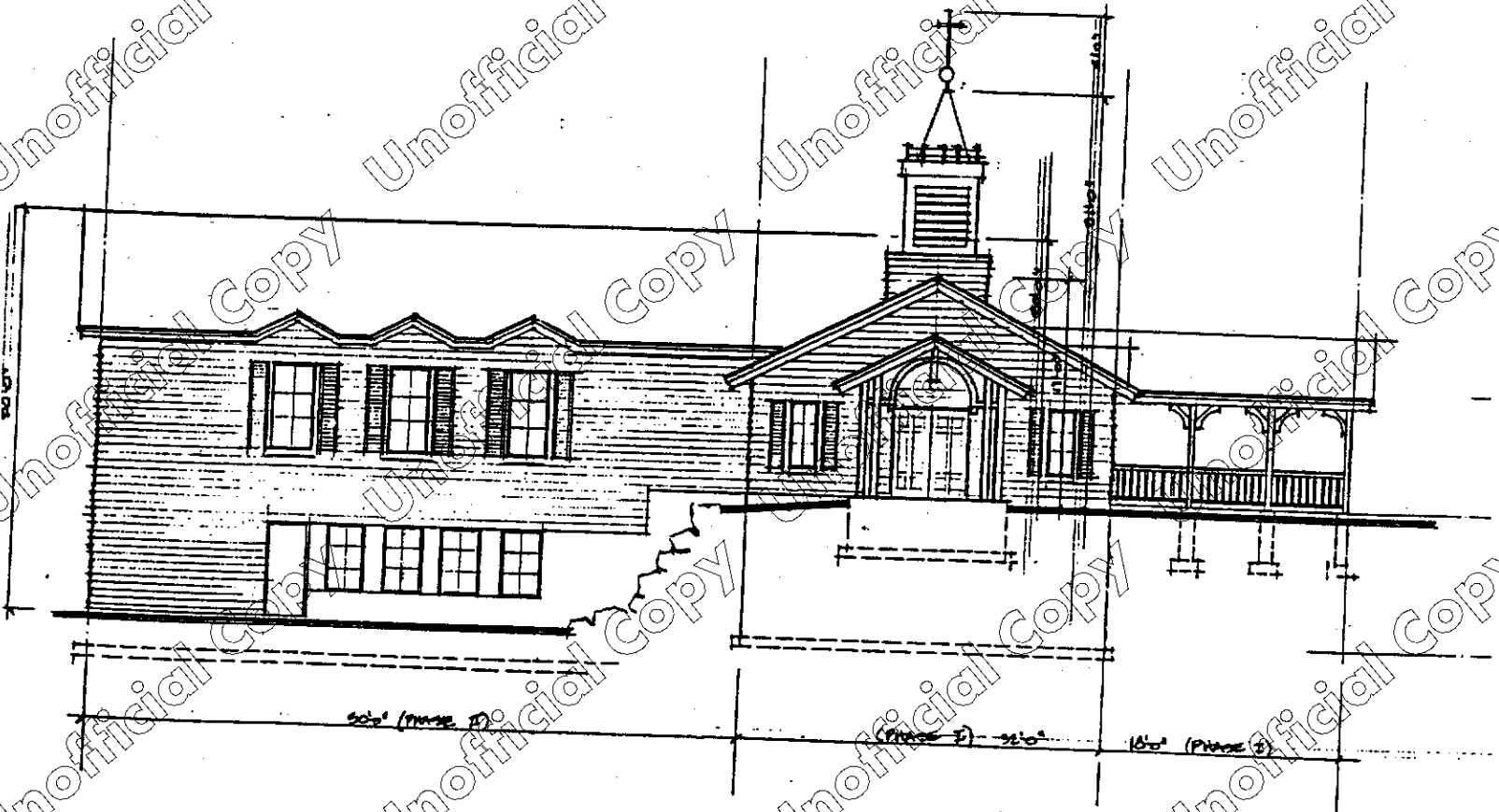
The roof will be dark gray or black asphalt shingles.



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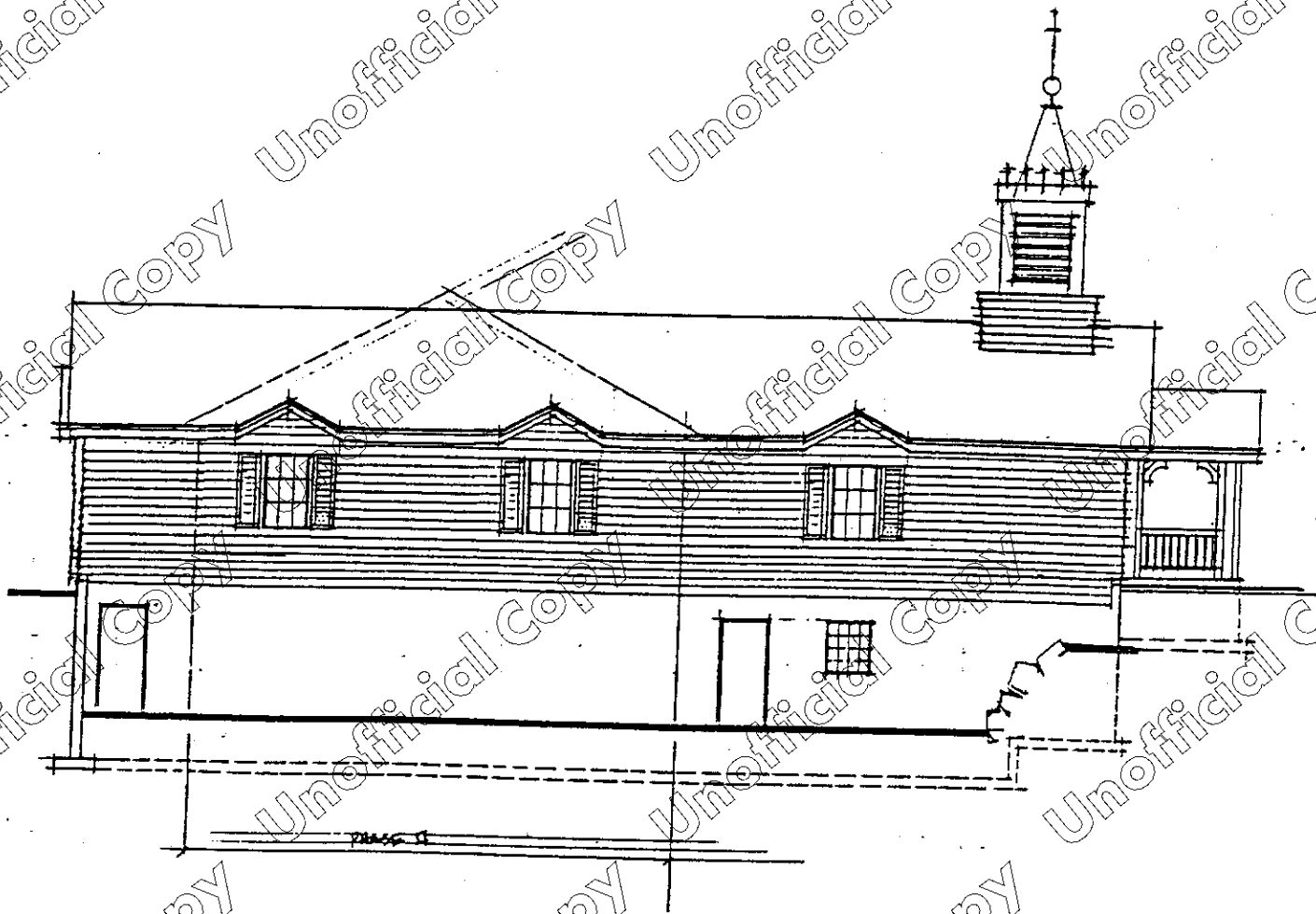


SOUTH EXTERIOR BUILDING ELEVATION (PAGE 2)
10-1-01



WEST EXTERIOR BUILDING ELEVATION
SCALE: 1/8" = 1'-0"

BK1641 PG0153



NORTH ELEVATION, CURDLE, ELEVATION

SCALE

1/8" = 1'-0"

BK1641 P00154

Exhibit 8 - Park City Baptist Church Development Improvements Agreement

Development Improvements Agreement For Park City Baptist Church

THIS AGREEMENT is made this _____ day of _____, 2002, by and between Summit County, a political subdivision of the State of Utah ("the County") and The Corporation of the Presiding Pastor of Park City Baptist Church, Inc., a Corporate Sole ("Developer").

RECITALS

1. The Developer is the owner of Lot 240D, Silver Creek Subdivision situated in the County of Summit, State of Utah, more particularly described in Exhibit 1 hereto known as "Park City Baptist Church."
2. The Developer desires to develop Park City Baptist Church, hereinafter referred to as the ("Property") according to the recorded plat thereof (the "Plat") showing a proposed layout for said property.
3. Developer has further submitted to the County the site improvements plan, referred to as Park City Baptist Church Site Plan, and will continue to submit plans ("Construction Drawings") for those improvements and landscaping plans as described in
4. The Development Agreement being constructed by the Developer in connection with the Property.

NOW, THEREFORE, in consideration of the premises and the terms and conditions herein stated and for other valuable consideration, the adequacy of which is acknowledged by the parties hereto, it is agreed as follows:

1. Developer's Guarantee and Warranty

Developer hereby guarantees the installation, as hereafter provided and as necessary to serve the Property, and payment therefor, of all site improvements, storm drainage improvements, and any other improvements described in the Site Improvements Plan. Developer hereby warrants all improvements constructed or installed by Developer, against defects in materials and workmanship for a period of two full year's normal operation after acceptance by the County Engineer. The County shall either retain ten (10) percent or require a bond or escrow equal to ten (10) percent of the required total improvement costs until twenty-four months from the date of completion of the improvements and acceptance thereof by the County, as a guarantee should the improvements prove to be defective during said 24-month period. Developer agrees to promptly correct any deficiencies in installation in order to meet the requirements of the plans and specifications applicable to such installation. In the event such installation is not completed according to the specific plans set forth in the Site Improvements Plan, the

County shall have the right to cause such work to be done as is necessary to complete the installation in such manner and Developer shall be liable for the cost of such additional work.

2. Storm Drainage Improvements

The Developer shall install all storm drainage facilities (herein defined as 10 inch french drain) described in the Site Improvements Plan.

3. Landscaping

Developer shall install landscaping in accordance with the Landscaping Plan (Exhibit 6), at the Developer's expense, and within two years from the date hereof. All such landscaping is subject to approval by the County Development Director.

4. Traffic Control

Traffic control will be managed by the Projects's General Contractor as described in the Construction Management and Mitigation Plan (Exhibit 9).

5. Maintenance and Repair

Developer agrees that it shall repair or pay for any damage to the existing public improvements damaged during the construction of new improvements. The County shall notify the Developer with a reasonable time after discovery of any claim hereunder, and the Developer shall have a reasonable period of time to repair said damage.

6. Financial Assurances

To insure developer's performance under this Agreement, the Developer shall, prior to the commencement of construction of any improvements, provide the County with sufficient security to ensure completion of the required site improvements in the amount of 120% of the cost of construction determined in accordance with the schedule in Exhibit B. The security shall be in the form of either: 1) a letter of Credit drawn upon a state or national bank. Said Letter of Credit shall: (1) be irrevocable, (2) be of a term sufficient to cover the completion and warranty periods, and, (3) require only that the County present the issuer with a signed draft and a certificate signed by an authorized representative of the County certifying to the County's right to draw funds under the Letter of Credit; or 2) Establishment of an Escrow Account or Completion Bond with the guarantee that all improvements shall be installed within two (2) years or the account or bond will be called by the County to complete the improvements. Acceptable escrow agents shall be the Summit County Treasurer's Office, or banks or savings institutions which are federally insured. This two (2) year deadline may be extended by the County upon showing of sufficient cause.

As portions of the improvements are completed in accordance with this Development Improvements Agreement, County regulations, and the approved Site Improvements Plan, the Developer may make application to the County Engineer to reduce the amount of the original letter of credit, cash escrow or completion bond. If the Board of County Commissioners is satisfied that such portion of the improvements has been completed in accordance with County standards, they may cause the amount of the letter of credit, cash escrow or completion bond to be reduced by such amount that they deem

appropriate, so that the remaining amount of the letter of credit, cash escrow or completion bond adequately insures the completion of the remaining improvements.

6. Default

If the Developer shall default in the performance of Developer's obligation hereunder and shall fail to cure such default within thirty (30) days after receipt of written notice from the County specifying the nature of such default (or if such default cannot be cured within the aforesaid period of time, if the Developer shall fail to promptly commence to cure the same and to thereafter diligently proceed with such cure), then the County shall be entitled to undertake such work as may be necessary and appropriate to cure such default and the County shall be reimbursed for the reasonable cost thereof either by payment of such costs to cure the default within 30 days of delivery of an invoice to the Developer or by obtaining funds under the security.

7. Limitation of Liability

No recourse shall be had for any obligation of or default by the Developer under this Agreement or for any claim with respect to this Agreement against any partner or joint venturer of the Developer or seller of the Property or any other creditor or lender of the Developer under any rule of law (including, without limitation, the rule of law that general partners and joint venturers are jointly and severally liable for the indebtedness of a partnership or joint venture, as applicable), contractual provision, statute or constitution or otherwise, it being understood that all such liabilities of the partners or joint venturers of the Developer are to be, by the execution of this Agreement by the County, expressly waived and released as a condition of, and in consideration for, the execution and delivery of this Agreement. Nothing contained herein shall constitute a waiver of any obligation or the Developer to the County under this Agreement or shall be taken to prevent recourse to or of the enforcement of any rights of the County against the security posted by the Developer pursuant to this Development Improvements Agreement.

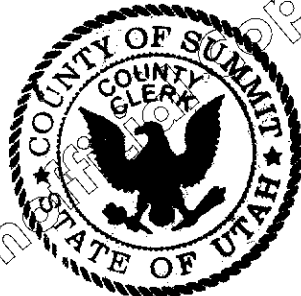
8. Amendment

This Agreement and the Site Improvements Plan referred to herein, may only be amended by written instrument signed by the County and the Developer.

9. Binding Effect

This Agreement and the covenants contained herein shall run with the land and shall be binding upon and shall inure to the benefit of the parties hereto and their successors. This Agreement shall be recorded in the Office of the Summit County Recorder and on file with the Department of Community Development. All existing lien holders shall be required to subordinate their liens to the covenants contained in the Development Improvements Agreement.

IN WITNESS WHEREOF, the parties have caused this Agreement to be signed the date and year first written above.




ATTEST:

APPROVED;

COUNTY OF SUMMIT, UTAH



Clerk

By: 

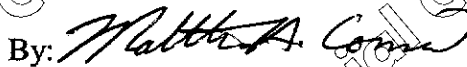
Summit County Chair,
Board of Summit County Commissioners

APPROVED AS TO FORM:

Dave Thomas, Deputy County Attorney

ACCEPTED:

Presiding Pastor of Park City Baptist Church, Inc.
A Corporate Sole

By: 

Its: *Pastor*



May 15, 2002

Park City Baptist Church
1950 Woodbine Way
Park City, UT 84060

Attention: Pastor Wellman

Re: Park City Baptist Church
Site Cost

Dear Pastor Wollman,

Per your request, find the attached site costs:

Site earthwork	\$13,825.00
Site utilities	11,322.00
Asphalt Paving	13,040.00
Landscaping	8,500.00
<u>Site Concrete</u>	<u>8,597.00</u>
Total Site Costs	\$55,284.00

Thank you again for the opportunity to help you in the planning stages of your project. If you have any questions, please do not hesitate to call.

Respectfully Submitted,


Gordon Berch

gb/tb

Exhibit 9 - Park City Baptist Church Construction Mitigation and Management Plan

CONSTRUCTION MANAGEMENT AND MITIGATION PLAN FOR PARK CITY BAPTIST CHURCH PROJECT

Revegetation/Erosion Protection/Runoff Control

3. Prepare the site prior to any earth disturbance
4. Stock all materials in advance (silt fence, hay, stakes, etc.)
5. Install temporary measures to control sediments and soil erosion on the construction site
6. Monitor and inspect the site daily
7. Maintain all measures as needed for effectiveness
8. Control sediment and soil erosion on the finished work with permanent measures
- 9.

Revegetation/Erosion Protection/Runoff Control Sequence

1. Prepare the work and site. Conduct a meeting with the contractor and the owner's agent. Prior to mobilization, the contractor shall attend a preconstruction conference and discuss the following:
 - g. Sequence or work strategy
 - h. Erosion control strategy
 - i. Work roads
 - j. Access to the work
 - k. Storm water management
 - l. Subcontractor responsibilities
 - m. Parking and staging areas
 - n. Proper installation of temporary measures
 - o. Delineate Limits of Disturbance areas with LOD fence
2. Prior to significant earth disturbance, install temporary measures:
 - g. Hay bale dikes and erosion checks
 - h. Silt Fence
3. Strip topsoil, store and protect from erosion in addition to the following special conditions:
 - g. Schedule work to minimize exposed disturbed ground
 - h. Maintain stripping limits
 - i. Berm around stockpile
 - j. Maintain temporary erosion control measures and monitor

4. Perform work under excavation, trenching and backfilling, with the following special conditions:
 - g. Schedule work to minimize exposed disturbed ground
 - h. Limit exposed land to only those areas necessary
 - i. Maintain silt fence within hay bales around stockpile areas as needed
 - j. Backfill trenches with excavated material, blend excess material with adjacent topography or store at a designated site
 - k. Revegetate disturbed areas as appropriate
5. Perform finish grading with the following special conditions:
 - g. Finish roadway and other graded surfaces
 - h. Smooth ruts to curtail erosion
 - i. Replace topsoil on disturbed areas
 - j. Remove temporary measures, such as silt fence and hay bales

Inspection and Monitoring

1. Field Quality Control:
 - g. Project Manager will perform field inspections and coordination
 - h. Field inspection will be an ongoing process
2. Rain and Storm Event Measures:
 - a. Project Manager will monitor weather, particularly to identify predicted rain or storm events. Construction dispatch will enact a storm alert
 - b. All earthwork will be stopped during periods of heavy rain

Road and Utility Crossings

Presently, there are no road or utility crossings that could be affected by this project.

Temporary Services

1. Power - Power is to be provided by Utah Power and Light and the estimated completion date is _____.
2. Sanitary Facilities - Portable Toilets shall be available on site and serviced by a licensed sanitary contractor.
3. Construction Trailers - Construction Trailers may be brought on site to facilitate the contractors and personnel.
4. Contact: Matt Brown, Project Manager
Mission General Contractors
801-487-5517 (office) 435-731-0289 (cell)
5. Emergency Contacts - The following numbers will be posted in case of an emergency.

Summit County Sheriff
435-615-3500 or 435-336-3500
Park City Fire District 435-
649-2332 or 435-649-6705
Emergency 911

All construction equipment will be kept on site at all times, thereby, protecting public roads. Equipment transport vehicles, delivery trucks, demolition debris haul trucks, operator's vehicle, etc, will be required to drive across a gravel area to remove mud and debris prior to entering onto County roads. Construction material will be stored on site and public roads will be inspected daily to remove any construction debris.

Traffic Control/Construction Management Control

1. Hours of Operation - working hours will be 7:00 a.m. to 9:00 p.m., Monday through Saturday.

2. Impact of Noise to Adjacent Residential Uses - Construction noise will remain within the Summit County Noise Ordinance parameters and any loud work will be done during the construction hours of 7:00 a.m. to 9:00 p.m., Monday through Saturday and 9:00 a.m. to 6:00 p.m. on Sunday.

Exhibit 9 - Park City Baptist Church Construction Mitigation and Management Plan

CONSTRUCTION MANAGEMENT AND MITIGATION PLAN FOR PARK CITY BAPTIST CHURCH PROJECT

Revegetation/Erosion Protection/Runoff Control

1. Prepare the site prior to any earth disturbance
2. Stock all materials in advance (silt fence, hay, stakes, etc.)
3. Install temporary measures to control sediments and soil erosion on the construction site
4. Monitor and inspect the site daily
5. Maintain all measures as needed for effectiveness
6. Control sediment and soil erosion on the finished work with permanent measures
- 7.

Revegetation/Erosion Protection/Runoff Control Sequence

1. Prepare the work and site. Conduct a meeting with the contractor and the owner's agent. Prior to mobilization, the contractor shall attend a preconstruction conference and discuss the following:
 - a. Sequence or work strategy
 - b. Erosion control strategy
 - c. Work roads
 - d. Access to the work
 - e. Storm water management
 - f. Subcontractor responsibilities
 - g. Parking and staging areas
 - h. Proper installation of temporary measures
 - i. Delineate Limits of Disturbance areas with LOD fence
2. Prior to significant earth disturbance, install temporary measures:
 - a. Hay bale dikes and erosion checks
 - b. Silt Fence
3. Strip topsoil, store and protect from erosion in addition to the following special conditions:
 - a. Schedule work to minimize exposed disturbed ground
 - b. Maintain stripping limits
 - c. Berm around stockpile
 - d. Maintain temporary erosion control measures and monitor
4. Perform work under excavation, trenching and backfilling, with the following special conditions:
 - a. Schedule work to minimize exposed disturbed ground
 - b. Limit exposed land to only those areas necessary
 - c. Maintain silt fence within hay bales around stockpile areas as needed

- d. Backfill trenches with excavated material, blend excess material with adjacent topography or store at a designated site
 - e. Revegetate disturbed areas as appropriate
5. Perform finish grading with the following special conditions:
- a. Finish roadway and other graded surfaces
 - b. Smooth ruts to curtail erosion
 - c. Replace topsoil on disturbed areas
 - d. Remove temporary measures, such as silt fence and hay bales

Inspection and Monitoring

1. Field Quality Control:
- a. Project Manager will perform field inspections and coordination
 - b. Field inspection will be an ongoing process
2. Rain and Storm Event Measures:
- a. Project Manager will monitor weather, particularly to identify predicted rain or storm events. Construction dispatch will enact a storm alert
 - b. All earthwork will be stopped during periods of heavy rain

Road and Utility Crossings

Presently, there are no road or utility crossings that could be affected by this project.

Temporary Services

1. Power - Power is to be provided by Utah Power and Light and the estimated completion date is _____.
2. Sanitary Facilities - Portable Toilets shall be available on site and serviced by a licensed sanitary contractor.
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801-487-5517 (office) 435-731-0289 (cell)
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- | | |
|-------------------------|------------------------------|
| Summit County Sheriff | 435-615-3500 or 435-336-3500 |
| Park City Fire District | 435-649-2332 or 435-649-6705 |
| Emergency | 911 |

All construction equipment will be kept on site at all times, thereby, protecting public roads. Equipment transport vehicles, delivery trucks, demolition debris haul trucks, operator's vehicle, etc. will be required to drive across a gravel area to remove mud and debris prior to

entering onto County roads. Construction material will be stored on site and public roads will be inspected daily to remove any construction debris.

Traffic Control/Construction Management Control

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