

# BEAVER CREEK AT KAMAS SUBDIVISION

## ABBREVIATED COVENANTS AND RESTRICTIONS:

### Square Footage Minimum Requirement:

<b>Rambler</b>	<b>2000 Square Foot Main Floor In addition, 2 car garage or more</b>
<b>Two-story</b>	<b>1800 Square Foot Main Floor 600 Square Foot Upper Floor Two car garage or more</b>

### Exterior of Home:

**Brick, Stone, Wood and/or Stucco  
Architectural grade asphalt shingles or better**

### Homeowner's Association Fees

**\$50.00 Start-up fee at closing of lot purchase  
\$25.00 per month**

## DESCRIPTION OF ATTACHMENTS:

<b>Exhibit "A"</b>	<b>Legal Description of Development</b>
<b>Exhibit "B"</b>	<b>Legal Description of Conservation Easement</b>
<b>Exhibit "C"</b>	<b>Copies of Final Plat Maps for Development</b>
<b>Exhibit "D"</b>	<b>Nationwide Wetlands Permit, Requirements Compliance Requirement Certificate and Maps</b>
<b>Exhibit "E"</b>	<b>Agreement for Conservation Easement</b>

**ENTRY NO. 00845995**

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Declaration PAGE 1/25  
ALAN SPRIGGS, SUMMIT COUNTY RECORDER  
FEE 84.00 BY KAMAS CITY



257

## **Declaration of Covenants, Conditions and Restrictions Of the Beaver Creek at Kamas Subdivision**

The undersigned, Beaver Creek at Kamas, LC, owner in fee-simple of the real property described as Lots 1 through 26 of Beaver Creek at Kamas Subdivision, Plat "A", the same being described in the attached **Exhibit "A"**, do hereby make the following declarations as to limitations, restrictions and uses to which the Lots and/or tracts constituting any addition, may be put, hereby specifying that these Declarations shall constitute covenants to run with all of the land as provided by law and shall be binding upon all of the parties and all persons claiming under them, and for the benefit of and limitations upon all future owners, this Declaration of restrictions being designated for the purpose of keeping the said subdivision desirable, uniform and suitable in architectural and landscape design and use as herein specified.

### **ARTICLE I AREA OF APPLICATION**

The residential area covenants as set forth in this Declaration shall apply to all property hereby described in the attached Exhibit A.

### **ARTICLE II RESIDENTIAL AREA COVENANTS**

1. All planning and zoning ordinance regulations of Kamas City, Utah must be adhered to.
2. Land use and building type Lots will be used for residential purposes only, with the exception of Lot 26, which may not be used for residential purposes and may only be used as a water well site with a well house. No building shall be erected, altered, placed or permitted to remain on any lot other than one (1) family dwelling not to exceed two (2) stories in height and private garages for not less than two vehicles. A separate additional private garage may be erected or placed adjacent to the family dwelling. Exterior of dwelling and garage to be constructed of brick, stone, wood or no more than 60% stucco. Any asphalt or fiberglass shingles shall be of architectural grade or better. Roof pitch must be within range of 6/12 to a 12/12 slope. All roofs shall be pitched. All cooling systems shall be placed behind the roof line of any home so as not to cause any dominant visual obstruction. Each finished dwelling of rambler style must have a minimum square footage of 1900 square feet of living area. Two story styles must have a minimum of 2400 square footage of living area (minimum 1600 square feet main floor, 800 square feet upper floor). Square footage of either style is excluding garages, porches, verandas, carports, patios, basements, and steps. Any square footage with any portion thereof beneath the top grade of the foundation will not qualify to offset the minimum square footage requirement. Any deviations from this requirement must be approved in writing by the Architectural and Landscape Committee.
3. No tank for storage of fuel may be maintained above the surface of the ground without the written consent of the Architectural and Landscape Committee.
4. Building Location. No building will be located on any Lot nearer to the front Lot line or nearer to the side street line than the minimum building set back lines as required by Kamas City.
5. No building material of any kind or character will be placed or stored upon any Lot until the owner thereof is ready to commence improvements and then the material will be placed within the property lines of the lot upon which the improvements are to be erected, and will not be placed in the streets or between the curb and the property line.

6. Easements. Easements for installation and maintenance of utilities and drainage facilities, as well as access easements are reserved as shown on the recorded plat. The delineated wetlands, as shown on the final plat can only be modified with written permission from the Core of Engineers (refer to **Exhibit "D"** for homeowner's legal requirement relating to wetlands). The conservation easement, as shown on the final plat, is recognized by all to be a perpetual easement, never to be changed or modified. The conservation easement is hereby described in the attached **Exhibit "B"**. All power and telephone lines must be run underground.
7. Nuisances. No noxious, offensive, or illegal activity will be carried on upon any Lot, nor will anything be done thereon which may become an annoyance or nuisance to the neighborhood. Any exterior lighting must be approved by the architectural committee. Beacons or flashing lights will not be approved.
8. No signs, billboards, nor advertising structures may be erected or displayed on any Lots hereinbefore described or parts or portions thereof, except that a single sign, not more than 3'x 5' in size advertising a specific lot for sale or construction sign, which may be necessary by the original owner/developer of the subdivision. All such signs must be removed at such time that all the Lots in the subdivision are sold. Future signs must be no bigger than 30"x30".
9. No satellite dishes or antennas shall be placed in set backs or easements of side yards and are to be obscured from public view.
10. No trash, ashes, nor any other refuse may be dumped, or thrown, or otherwise disposed of, on any Lot hereinbefore described or any part or portion thereof. All homes must subscribe to Summit County garbage disposal service.
11. No temporary structure, trailer, tent, etc. May be used as a residence.
12. Fencing. No fence, wall, hedge, or other dividing structure higher than 4 feet shall be permitted within the front yard setback, as shown on the recorded plat. No dividing structure on any other portion of the Lot shall be more than 6 feet in height or include any sight obscuring fences unless approved in writing by the Architectural Committee before installation. No white vinyl fencing will be allowed in the subdivision.
13. Parking and Storage. No inoperative automobile will be placed or remain on any Lot or adjacent street for more than 24 hours. No commercial type vehicles shall be parked or stored on any lot, or adjacent street for more than 24 hours except while engaged in transportation. Trailers, mobile homes, trucks over three-quarter ton capacity, boats, recreational type vehicles, campers not on a truck bed, motor homes, buses, tractors, and maintenance or commercial equipment of any kind shall be parked or stored in a full enclosed garage area and may not remain on adjacent streets for more than 24 hours. The storage or accumulation of junk, trash, manure, or other offensive or commercial materials is prohibited.
14. Maintenance. Every Lot, including the improvements thereon, shall be kept in good repair and maintained by the owner thereof in a clean, safe and attractive condition.
15. All Lots will incorporate the following items as part of their landscape and home design and such items must be approved in writing by the Architecture Committee prior to installation:
  - a. A drainage plan. This will include site plan showing drainage away from home.
  - b. Any asphalt or fiberglass shingles shall be of architectural grade or better.
  - c. Roof pitch
  - d. Roof Mounted Cooling systems shall be placed behind the roof line of any home so as not to cause any dominant visual affect.
  - e. Structures other than residence shall have a façade which is similar to the residence (roof, exterior, color).
16. Landscaping, around the constructed home and all areas in the front yard setbacks, must be completed within the first growing season after the date an occupancy permit is granted to each individual Lot owner. The "growing season" will be considered to commence on April

1, and run through October 31. If an occupancy permit is issued during the following season, compliance with the above restriction is required by the end of that current growing season, unless such a permit is issued after September 1 of the growing season. Property owner will be responsible for wildlife damage to landscaping. It is recommended that plants not palatable to deer, elk, or other animals be planted (see extension service for list of such plants).

### ARTICLE III LOT 26/NON-RESIDENTIAL/WELL SITE COVENANTS

Lot 26 is restricted for no residential construction. It is a site for a well to be drilled by Beaver Shingle Creek Irrigation Company. The following requirements are appurtenant to this lot only:

1. This lot is to be fully fenced with 6 foot high fencing with the East side being site obscuring.
2. A well house and other enclosed related buildings compatible with the subdivision will be the only buildings to be constructed on this site.
3. The lot will be landscaped as approved by the architectural committee.
4. No exterior storage will take place on this lot.
5. Only an electric pump may be used for this well to preserve the peace and quiet of the area. However, for emergency use only, a standby diesel or gas powered pump may be located on site in case of electrical interruption.
6. No association fees will be assessed to lot 26.

### ARTICLE IV CONSERVATION EASEMENT

A conservation easement, **described in Exhibit "B"**, has been conveyed by the Owner to the City of Kamas, for the conservation and preservation of open space over, across and through the area designated as conservation easement on the final plat. The conservation easement prohibits Grantor and all Grantor's, heirs, successors, assigns, and anyone else from further development and/or constructing any building or structure on the above described easement area and shall also require Grantor and Grantor's heirs, successors and assigns to maintain the easement area in its natural state. This conservation easement shall continue in perpetuity.

### ARTICLE V NEW BUILDING AND PROCEDURE

**PRELIMINARY DRAWINGS:** Plans must be submitted for approval and accepted by the Architectural and Landscape Committee before final plans are submitted to the city.

Drawings shall include, as a minimum, the following:

1. A plot plan to scale of the entire site with building located and elevation of floors shown above or below a designated point on the street.
2. Floor plans of each floor level to scale.
3. Elevations to scale of all sides of the house.
4. Specifications of all outside materials to be used on the exterior of the residence.
5. A drainage plan showing drainage away from the residence.

**WORKING DRAWINGS:** Drawings must be submitted for approval and accepted by the Architectural Committee before construction or renovation is begun.

Working Drawing shall include as a minimum the following:

1. Plot plans to scale showing the entire site, building, garages, out buildings or structures, walks, drives, fences, retaining walls, with elevations of the existing and finished grades and contours including those at the outside corners of the buildings and at adjacent property lines and street fronts, and elevations of floors from a designated point on the street.
2. Detailed floor plan.
3. Detailed elevations, indicating all materials and showing existing and finished grades.
4. Details of cornices, porches, windows, doors, garages, garden walls, steps, patios, fences, carriage lights, etc.
5. Specifications shall give complete descriptions of materials to be used with notations of the colors of all materials to be used on the exterior of the residence.
6. Drainage plan showing drainage away from the home.

#### ARTICLE VI ARCHITECTURAL COMMITTEE

Except for the initial Architectural Committee which consists of the members of the undersigned owner/developer of record and their assigns, the Architectural Committee shall consist of three members, the majority of which shall constitute a quorum and the concurrence of the majority shall be necessary to carry out the provisions applicable to such committee in the event of death or resignations of any of the members, the surviving members of such committee shall have full authority to appoint another person to fill the said vacancy. In the event of a vacancy, and if the remaining committee members are unable to agree on a replacement, then each Lot owner shall vote for the appointment of the replacement member to be appointed upon a majority vote. For purposes of such voting, each Lot owner shall be entitled to one vote. Except for the initial members appointed to the committee, all members of the committee must be residents of the subdivision at the time of their appointment. Should any member move his residence outside of the subdivision, he shall be disqualified to serve and the committee shall declare a vacancy. At such time that all Lots are sold, the owners/developers will appoint three or five Lot owners to stand as the Architectural Committee.

It is understood that the Architectural Committee members shall serve voluntarily and without pay, and are to give of their time as a public service to the community. Therefore, any liability incurred due to an oversight or implied mistake that might arise due to the action of the Committee or any of its members while carrying out the functions of the Committee will be exempt from any civil claims brought by the signatories of these covenants. Therefore such Committee members will be held harmless to any such actions and exempt from any civil recourse either intended or implied to any of the Committee members while serving in the capacity of the Committee, or for the Judgments that they may render during the course of their service. In the event any Lot owner commences a legal proceeding against the Committee or otherwise seeks to invalidate any of these provisions, or in the event the Committee is required to bring a legal action to enforce these provisions against a Lot owner, the prevailing party shall be entitled to a reasonable attorney's fee.

#### ARTICLE VII ARCHITECTURAL COMMITTEE PROCEDURE

Any two members in agreement shall constitute the Architectural committee to act on Committee business, and these persons shall affix their signature to any plans or correspondence upon which they have taken action. On occasion when a member for the Committee shall be in opposition, a majority of two, shall govern. The Committee can accept or reject the following:

1. Preliminary Plans of proposed residences (as set forth herein).
2. Final Plans of proposed residences (as set forth herein).
3. Landscaping plans and design for the residence (as set forth herein).
4. Planning problems or complaints by property owners.

That Committee shall act within ten (10) business days of receipt on any of the above, and place its actions in writing to be held as a permanent record, with copies to parties concerned and on file. The above referenced plans shall be delivered to the Committee, which shall accept or reject them within ten business days, and so notify the owner in writing. It is the Lot owner's responsibility to insure verification of delivery to the Committee for purposes of determining any response deadline provided herein. An owner whose plans are rejected shall meet with the Committee at the Committee's invitation where he shall be informed of the nature of the cause of action so that he can take the steps necessary toward obtaining approval of his plans. Finally, the Committee has the authority to judge buildings, materials, fences, landscaping, etc., on whatever basis available to it with the aim of preserving what it feels are the best interests of the property owners represented. These shall include but not be limited to aesthetics, permanence of materials, etc. The committee will use the criteria within these documents as a starting point from which to make decisions. All decisions of the Committee shall be final.

#### ARTICLE VIII GENERAL PROVISIONS

The said covenants, conditions, restrictions and reservations shall be perpetual and shall apply to and be forever binding upon the grantees, successors, executors, administrators, and assigns, and are imposed upon the land as an obligation and charge against he same for the benefit of the grantors herein named, it successors and assigns as a general plan for the benefit of the said tract, however, the said covenants can be terminated or amended by agreement in writing signed by two-thirds of the property owners in the said tract.

#### ARTICLE IX ENFORCEMENT

In the event of violation of any of these covenants, the Architectural Committee is authorized and empowered to take such actions as may be necessary to enforce or enjoin the violators of these covenants, it being understood and agreed by all the signatories hereto that the costs including attorneys' fees of such enforcement shall be born by property owners proportionately to the acreage of each Lot in the subdivision. It being also understood and agreed by all of the signatories hereto that if such aforementioned signatories violate the provisions of these covenants and are proven at fault; they agree to pay the reasonable costs and attorney fees necessary to enforce the provisions of these covenants and restrictions. If such debt remains unpaid 90 days beyond the date notice is tendered to the violator, a lien shall be recorded against the Lot where the violation has occurred.

#### ARTICLE X THE ASSOCIATION: MEMBERSHIP AND ASSESSMENTS

**Membership.** Every Owner, other than the owner of lot 26, shall be a Member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot. Each Lot shall be entitled to one vote and the vote for such Lot shall be exercised by the Owner or Owners as they determine.

**Committee Members.** The affairs of their Association shall be managed by the Committee. When owner/developer relinquishes control of the Committee to the Owners pursuant to the provisions of

Article IV above, the Committee shall be managed by three Committee members. The Committee shall take actions by majority vote of the Committee members. Committee Members shall serve for four year terms, with the first committee having one member with a two year term and two members with a four year term to maintain an overlap in terms going forward, and shall be elected by the Owners such that the candidates receiving the highest number of votes shall be deemed elected to fill the vacant positions on the committee. However, each Lot shall only be allowed one (1) person elected to fill the vacant positions on the Committee. The committee may appoint an additional member to fill any term vacated early. The Committee may adopt reasonable rules and regulations to implement and further carry out the provisions of this Declaration, so long as such rules and regulations are not inconsistent with the provisions of the Declaration and are reasonably calculated to benefit the Association and the Owners as a whole. The Committee may also delegate its duties and responsibilities to a manager or a management company.

Creation of the Lien and Personal Obligation of Assessments. Each owner of any Lot, by acceptance of a deed thereof, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association annual assessments or charges, consisting of monthly payment of twenty-five dollars (\$25.00) per month or three hundred dollars (\$300.00) per year, and special assessments and special assessments referred to later in this document. The annual and special assessments, together with interest, late charges, costs, and reasonable attorneys' fees, shall be a charge on the land and shall be a continuing lien upon the Lot against which each such assessment is made. The obligation for such payments by each Owner to the Association is an independent covenant, with all amounts due from time to time payable in full without notice (except as otherwise expressly provided in the Declaration ) or demand, and without setoff or deduction. The lien may be enforced by foreclosure of the defaulting Owner's Lot by the Association in like manner as a mortgage on a real property. In any such foreclosure, the Owner shall be required to pay the costs and expenses of such proceeding, including reasonable attorney's fees. The Committee or managing agent of the Association may prepare a written notice setting forth the amount of such unpaid indebtedness, the name of the Owner of the Lot and a description of the Lot. Such a notice shall be signed by one of the Committee Members or by the managing agent of the Association and may be recorded in the county recorder's office of Summit County. The lien for each unpaid assessment attaches to each Lot at the beginning of each assessment period and shall continue to be a lien against such Lot until paid. The costs and expenses for filing any notice of lien shall be added to the assessment for the Lot against which it is filed and collected as part and parcel thereof. Each assessment, together with interest, late charges, costs, and reasonable attorney's fees, shall also be the personal obligation of the person who was the Owner of such Lot at the time when the assessment became due. The personal obligation for delinquent assessments shall not pass from them. If the Association has inadequate funds to fulfill its obligations and purposes, the Committee may levy a special assessment to raise sufficient additional funds to fulfill its obligations and purposes and/or increase the monthly association fees.

Purpose of Assessments. The assessments levied by the Association shall be used exclusively to promote the health, safety and welfare of the residents of the Property and, to the extent not performed by the applicable governmental entity, for the maintenance and repair of the common areas and facilities. Property taxes levied against the wetlands area, the conservation easement and any common areas shall also be paid through the assessments. The common areas and facilities which the Association shall be responsible to maintain and repair include, but are not limited to, the entry feature to the Covered Property, any and all common landscaping features that are not located within a Lot, and any and all common park or recreational facilities that are available for the use and enjoyment of all Owners and are not located within a Lot. Assessments may also be levied, collected and used to pay a manager or management company which may be hired to manage the Association, collect assessments, and maintain and repair any of the items for which the Association is responsible under this Declaration. The Committee shall estimate the revenues needed for each Calendar year, and shall adopt a budget for such

expenses. Each Lot's share of the annual budget shall be the annual assessments pertaining to such Lot, and shall be paid on a periodic basis (monthly or annually) as the Committee deems appropriate. The assessments shall only be used for valid Association purposes, for the common benefit of all Owners. All expenditures shall be annually accounted for by letter of explanation given to each property owner at the end of the year.

Effect of Nonpayment of Assessments: Remedies of the Association. Any assessment not paid within fifteen (15) days after the due date thereof shall bear interest from the due date at the rate of two percent (2%) per month, or at such rate as may be set from time to time by the Association. The Association may also assess a monthly late charge thereon. The Association may bring an action at law against the Owner personally obligated to pay the same, and may foreclose the lien against such Owner's Lot, and in the event a judgment is obtained, such judgment shall include interest on the assessment and a reasonable attorney's fee to be fixed by the court, together with the costs of the action. No Owner may waive or otherwise escape liability for the assessment provided for herein by non-use of the common areas and facilities or abandonment of his Lot. Foreclosure or attempted foreclosure by the Association of its lien shall not be deemed to stop or otherwise preclude the Association from thereafter again foreclosing or attempting to foreclose its lien for any subsequent assessments, charges, costs or fees, which are not fully paid when due. The Association shall have the power and right to bid on or purchase any Lot at foreclosure or other legal sale, and to acquire and hold, lease, mortgage, vote the Association votes appurtenant to ownership thereof, convey or otherwise deal with the same. In any action brought by the Association (or counterclaim or cross claim brought by the Association) to collect assessments or to foreclose a lien for unpaid assessments, the Association shall be entitled to have a receiver of the Owner to collect all sums alleged to be due from the Owner prior to or during the pendency of the action. The court may order the receiver to pay sums held by the receiver to the Association during the pendency of the action to the extent of the Association's assessments of any kind or nature permitted hereunder.

Successor's Liability for Assessments. Notwithstanding any terms and provisions of this Declaration to the contrary, the sale or transfer of any Lot shall not affect the lien for assessments, charges, costs or fees levied hereunder, except that sale or transfer of a Lot pursuant to foreclosure of a first mortgage or any proceeding in lieu thereof, shall extinguish the lien of Association assessments, but not the personal obligation of the Owner for the payment of assessments, which became due after the recording of the first mortgage and prior to any such sale or transfer or foreclosure, or any proceeding in lieu thereof except to the extent the lien of the Association has priority over the first mortgage; provided, however, that any such assessments, charges, costs or fees which are extinguished as provided herein may be reallocated and assessed to all Lots. A first mortgagee may be personally liable for any unpaid assessments, charges, costs or fees, or portion thereof, accruing against a Lot prior to the time such first mortgagee takes title to such Lot, but only to the extent that the lien of the Association has priority over the first mortgage. No such sale, transfer, foreclosure or any proceeding in lieu thereof, shall relieve any Owner from liability for any assessments, charges, costs or fees, or any portion thereof, thereafter becoming due, nor such Owner's Lot from the lien for such subsequent assessments, charges, costs and fees.

Payment from Closing. All initial Owners of Lots shall be required at the closing of their Lot purchase to place \$50.00 into the Homeowner's Association account. This amount represents the Homeowner's Association set-up fee for the lot purchase.

#### ARTICLE XI SEVERABILITY

Invalidation of any of these covenants by judgment or court order shall in no way affect any of the other provisions which shall remain in full force and effect.

IN WITNESS WHEREOF, the undersigned owner/developer has executed the instrument this 28  
day of April, 2008.

**Beaver Creek at Kamas, LC**

Merrill Gappmayer  
**By: Merrill Gappmayer, managing member**

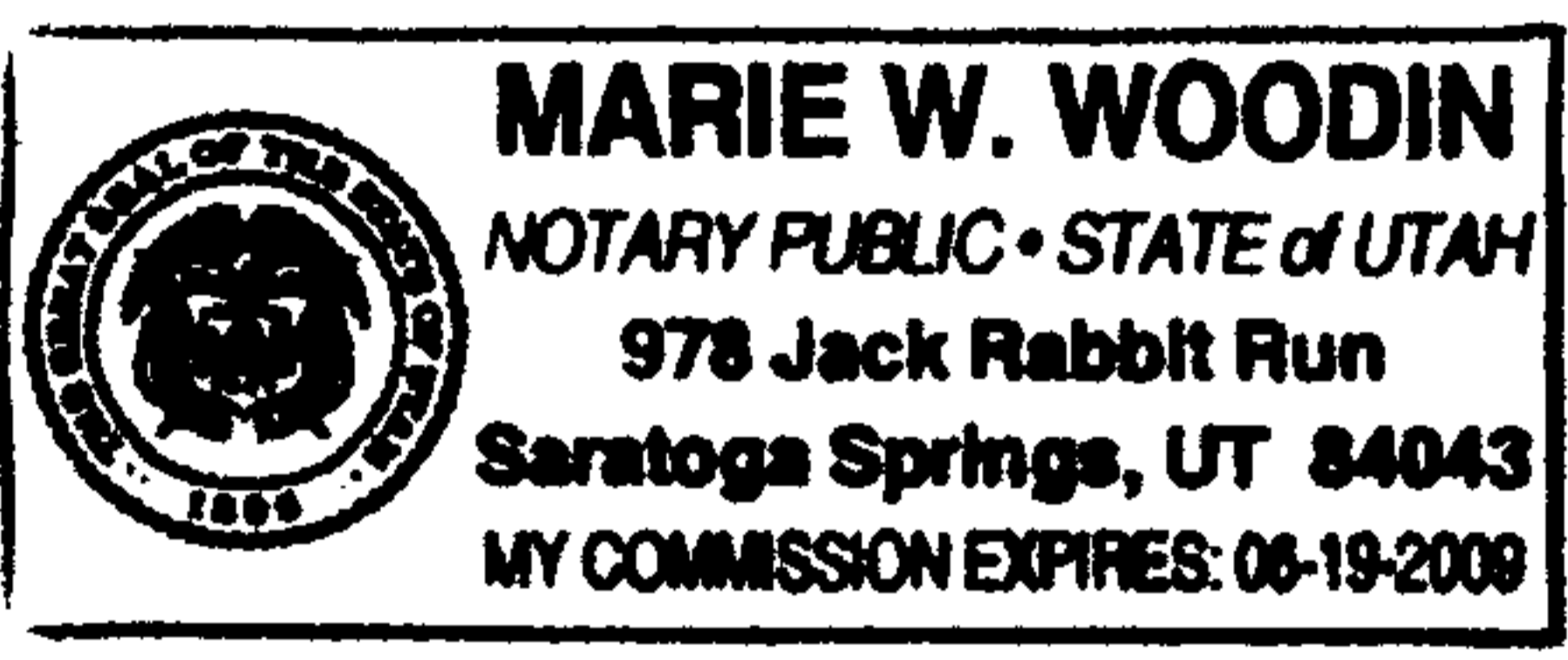
COUNTY OF Utah)

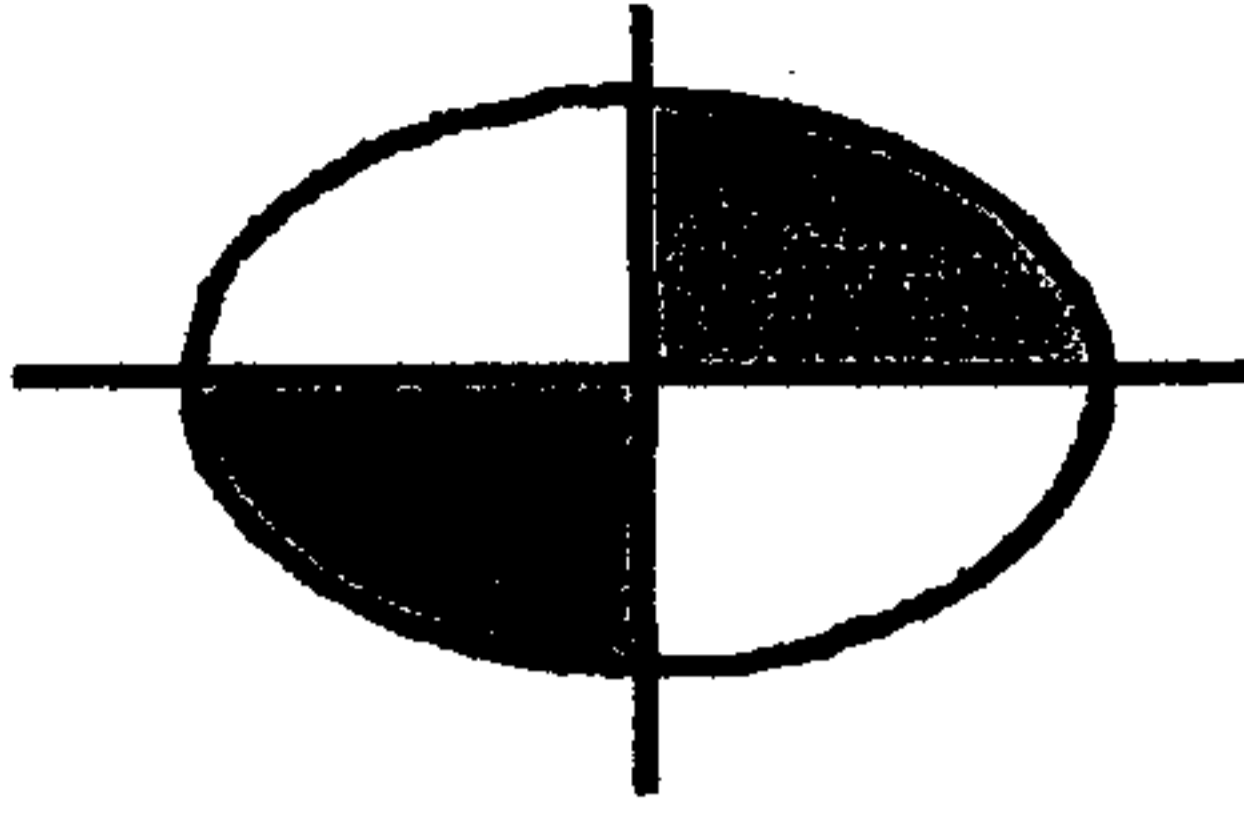
: ss.

STATE OF UTAH )

On the 28 day of April, 2008, personally appeared before me **Merrill Gappmayer, managing member of Beaver Creek at Kamas, LC**, the signor of the within instrument who duly acknowledged before me that he executed the same

Marie W. Woodin  
NOTARY PUBLIC





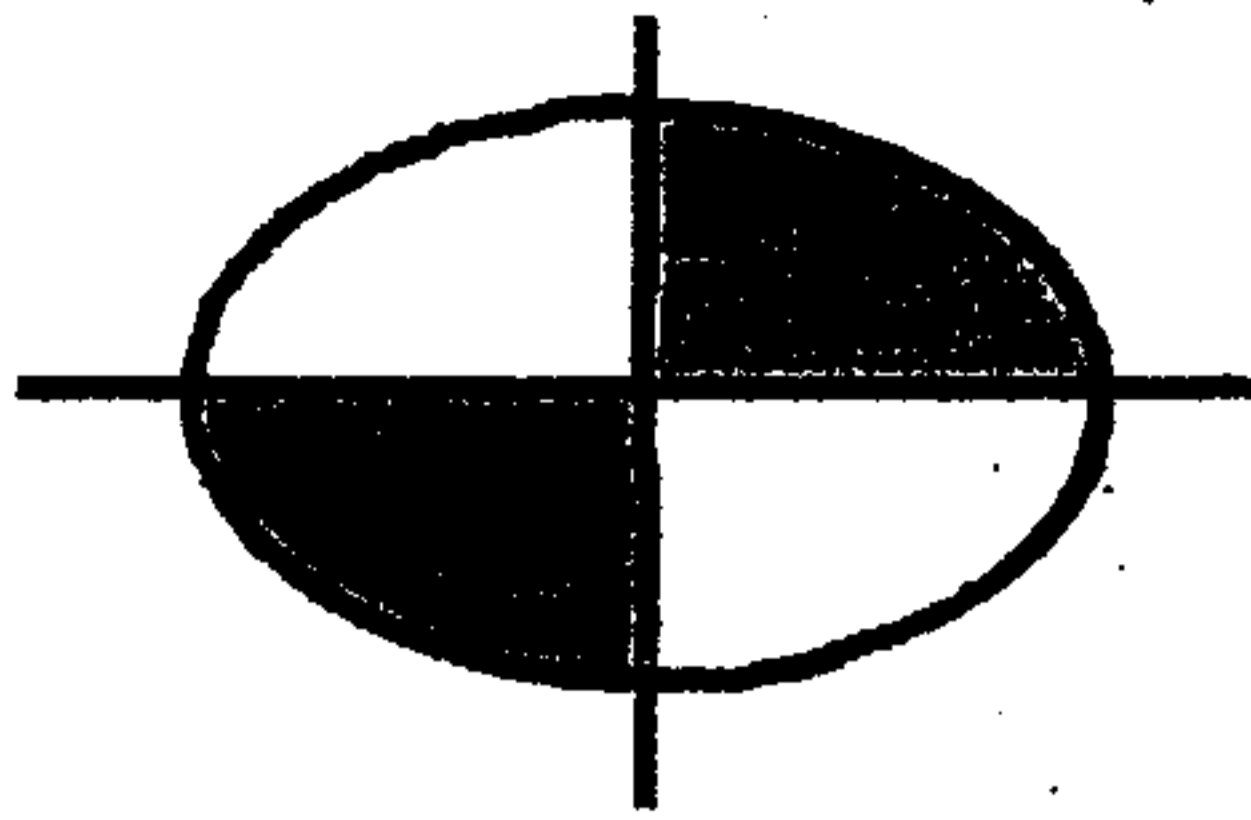
# DUDLEY & ASSOCIATES, Inc.

ENGINEERS PLANNERS SURVEYORS

**Merrill Gappmayer**  
**Property Description**  
**Kamas, Utah**  
**1-16-08**

Commencing at a point located North 89°59'28" West along the Section line 357.17 feet and South 600.51 feet from the Northwest corner of Section 22, Township 2 South, Range 6 East, Salt Lake Base and Meridian; thence South 59°23'57" East 30.00 feet; thence South 30°36'03" West 16.25 feet; thence along the arc of a 20.00 foot radius curve to the left 11.27 feet (chord bears South 14°27'08" East 11.13 feet); thence North 30°07'02" East 9.79 feet; thence North 70°40'00" East 41.00 feet; thence South 55°05'00" East 26.36 feet; thence North 80°40'20" East 78.46 feet; thence along the centerline of an existing stream as follows: North 62°48'00" East 95.65 feet, South 77°28'40" East 28.97 feet, South 50°17'40" East 56.07 feet, South 25°23'20" West 32.13 feet, South 34°55'40" East 46.27 feet, South 42°49'00" East 26.03 feet, South 73°55'20" East 47.71 feet, North 30°07'19" East 12.53 feet, North 80°59'19" East 100.00 feet, South 34°28'02" East 135.79 feet, South 51°39'03" East 44.55 feet, South 28°13'36" East 148.34 feet, South 60°33'53" East 71.72 feet, South 34°15'35" East 112.50 feet, North 84°19'30" East 65.28 feet, South 45°19'55" East 96.08 feet, South 02°35'42" West 139.66 feet, South 52°36'23" East 67.91 feet, South 67°01'04" East 107.10 feet, South 16°56'47" East 50.85 feet, South 30°43'12" West 47.26 feet, South 14°32'07" East 37.82 feet, South 72°31'28" East 111.07 feet, South 42°12'59" East 68.58 feet, North 59°07'51" East 22.04 feet, North 13°45'54" East 54.99 feet, North 78°39'21" East 67.48 feet, South 01°36'58" East 120.33 feet, South 43°47'24" West 40.92 feet, South 14°47'55" West 31.52 feet, South 33°24'47" East 22.31 feet, South 68°22'13" East 65.09 feet, South 39°11'29" East 60.83 feet, North 84°46'40" East 53.24 feet, South 54°00'26" East 24.93 feet, South 11°03'15" East 22.75 feet, South 19°56'19" West 88.74 feet, South 02°14'04" West 132.06 feet, South 19°45'00" East 202.75 feet, South 66°36'25" East 52.55 feet, South 36°33'59" East 18.62 feet; thence leaving said stream South 61°14'00" West 736.93 feet; thence North 60°30'00" West 1002.31 feet; thence North 57°00'00" West 420.00 feet; thence North 30°07'00" East 165.19 feet; thence North 56°14'00" West 521.14 feet; thence North 30°07'00" East 363.02 feet; thence South 81°51'40" East 18.87 feet; thence along the arc of a 450.00 foot radius curve to the right 130.81 feet (chord bears South 73°32'01" East 130.35 feet); thence North 27°59'49" East 269.71 feet; thence South 62°00'11" East 30.00 feet; thence South 59°53'00" East 359.62 feet; thence North 30°07'19" East 142.93 feet; thence North 59°53'00" West 364.92 feet; thence North 62°00'11" West 30.00 feet; thence North 27°59'49" East 27.18 feet; thence along the arc of a 2500.00 foot radius curve to the right 113.62 feet (chord bears North 29°17'56" East 113.60 feet); thence North 30°36'03" East 102.03 feet to the point of beginning.

Area = 53.85 Acres



# DUDLEY & ASSOCIATES, Inc.

ENGINEERS PLANNERS SURVEYORS

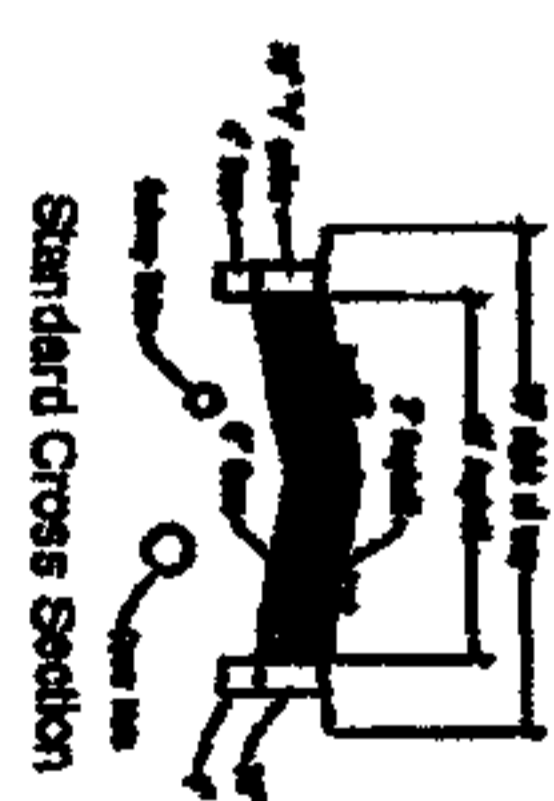
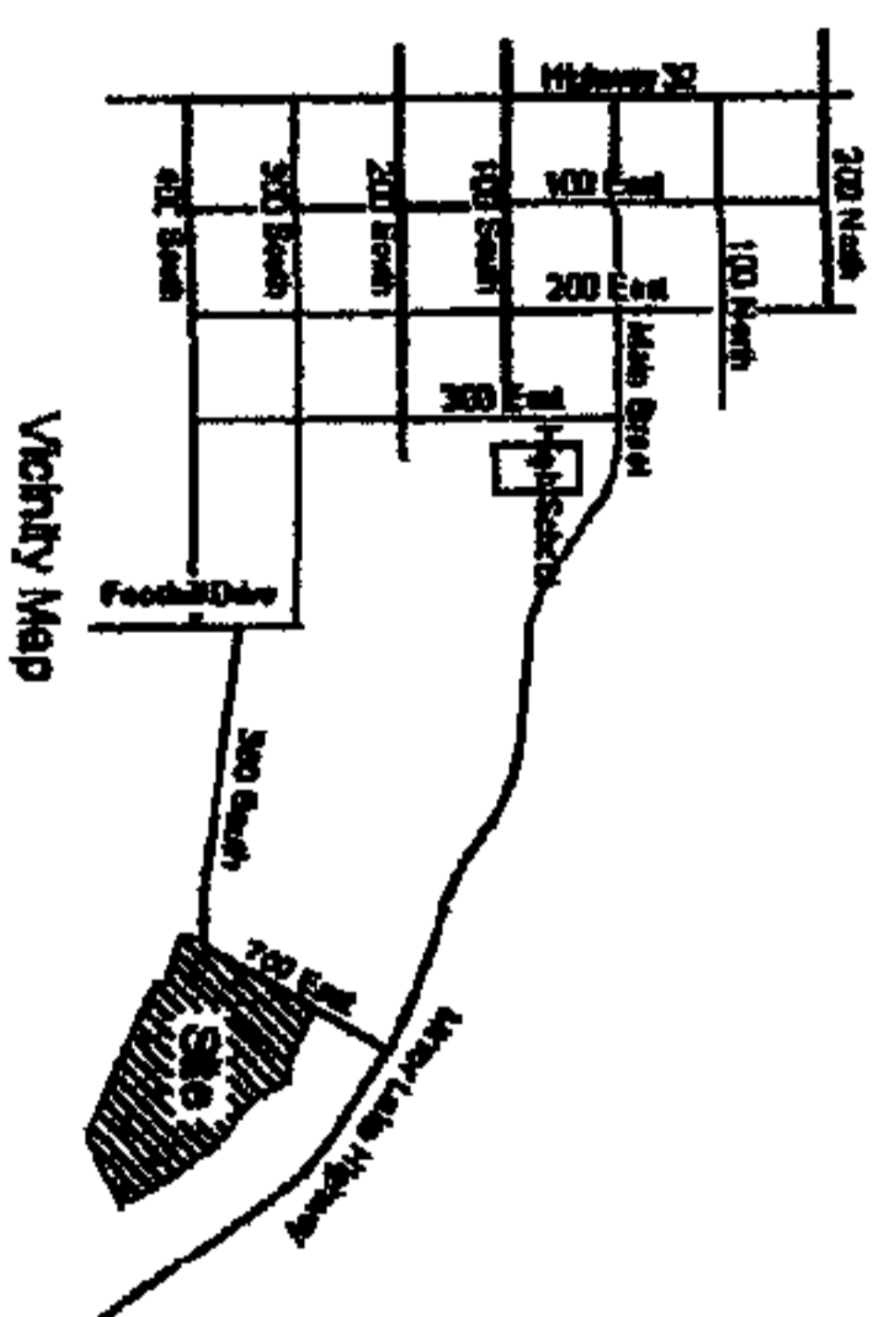
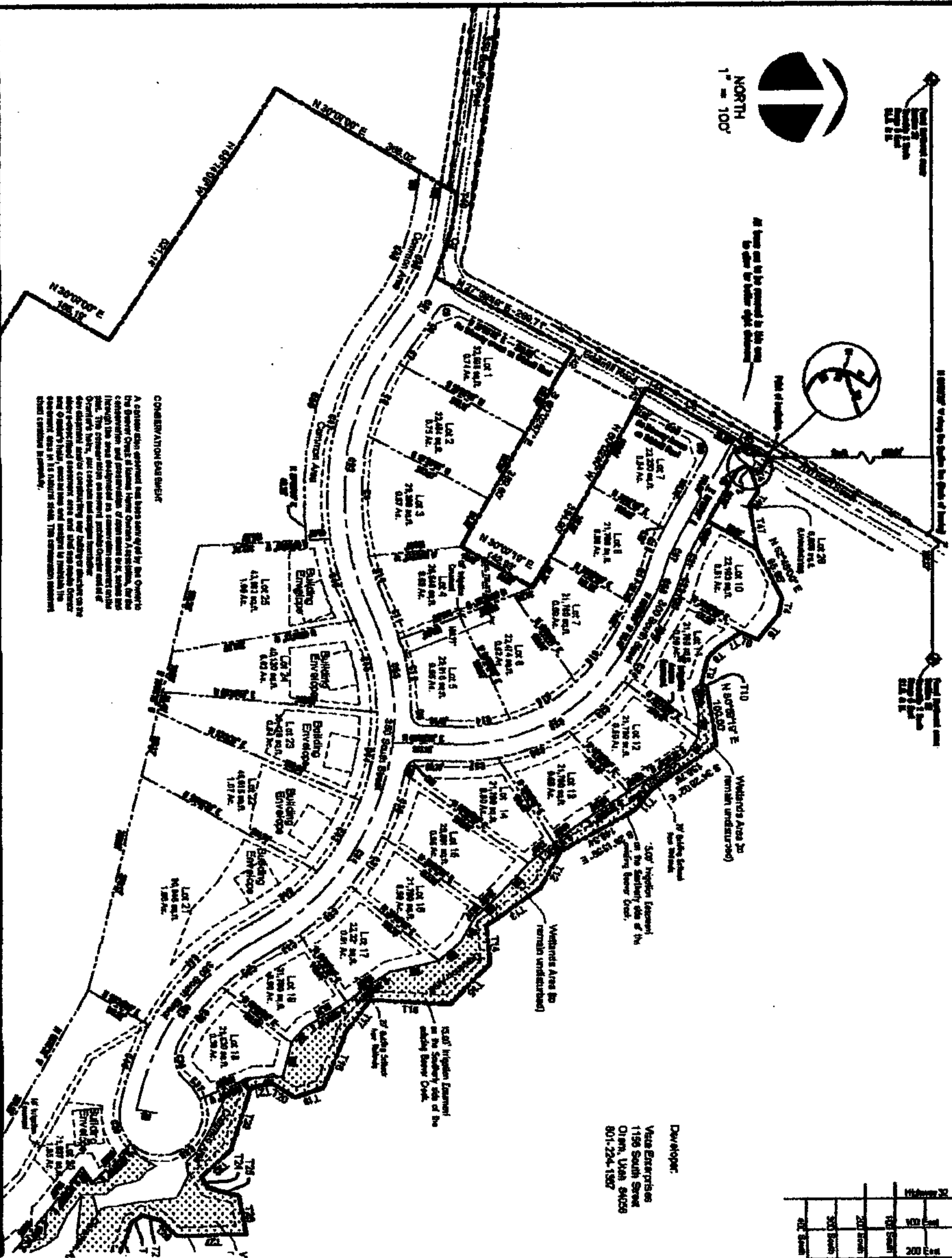
**Merrill Gappmayer**  
**Property Description**  
**Kamas, Utah**  
**1-16-08**

## **Conservation Easement**

Commencing at a point located North  $89^{\circ}59'48''$  West along the Section line 852.80 feet and South 1201.55 feet from the Northwest corner of Section 22, Township 2 South, Range 6 East, Salt Lake Base and Meridian; thence South  $81^{\circ}51'40''$  East 47.12 feet; thence along the arc of a 380.00 foot radius curve to the right 204.23 feet (chord bears South  $66^{\circ}27'53''$  East 201.78 feet); thence along the arc of a 520.00 foot radius curve to the left 380.56 feet (chord bears South  $72^{\circ}02'03''$  East 372.12 feet); thence North  $87^{\circ}00'00''$  East 48.25 feet; thence South  $03^{\circ}00'00''$  East 185.35 feet; thence South  $75^{\circ}56'15''$  East 787.95 feet; thence South  $58^{\circ}58'32''$  East 354.28 feet; thence South  $74^{\circ}59'35''$  East 205.56 feet; thence South  $74^{\circ}59'35''$  East 40.20 feet; thence South  $19^{\circ}45'00''$  East 202.75 feet; thence South  $66^{\circ}36'25''$  East 52.55 feet; thence South  $36^{\circ}33'59''$  East 18.62 feet; thence South  $61^{\circ}14'00''$  West 736.93 feet; thence North  $60^{\circ}30'00''$  West 1002.31 feet; thence North  $57^{\circ}00'00''$  West 420.00 feet; thence North  $30^{\circ}07'00''$  East 165.19 feet; thence North  $56^{\circ}14'00''$  West 521.14 feet; thence North  $30^{\circ}07'00''$  East 287.53 feet to the point of beginning.

Area: 1,223,070 sq. ft. 28.08 acres

**Beaver Creek Subdivision**  
 Located in Section 22, Township 2 South, Range 6 East  
 Salt Lake Base and Meridian  
 Kamas, Summit County, Utah



<p>Beaver Single Creek Irrigation Company</p> <p>Agreed and accepted this _____ day of _____ 2007</p> <p>_____</p>	<p>City Council Approval</p> <p>Agreed and accepted this _____ day of _____ 2007</p> <p>_____</p>	<p>South Summit School District</p> <p>Agreed and accepted this _____ day of _____ 2007</p> <p>_____</p>	<p>Alvarest Communications</p> <p>Agreed and accepted this _____ day of _____ 2007</p> <p>_____</p>	<p>Rocky Mountain Power</p> <p>Agreed and accepted this _____ day of _____ 2007</p> <p>_____</p>	<p>City Engineer</p> <p>Agreed and accepted this _____ day of _____ 2007</p> <p>_____</p>	<p>South Summit Fire District</p> <p>Agreed and accepted this _____ day of _____ 2007</p> <p>_____</p>
--	---	--	---	--	---	--

**CONSERVATION EASE AGREEMENT**

A conservation easement has been conveyed to the Owners by the Beaver Single Creek Irrigation Company, for the purpose of protecting the riparian habitat, wildlife, and scenic resources of the area. The easement shall be held in trust for the benefit of the public and shall be subject to the terms and conditions set forth herein.

1. The easement shall be held in trust for the benefit of the public and shall be subject to the terms and conditions set forth herein.

2. The easement shall be held in trust for the benefit of the public and shall be subject to the terms and conditions set forth herein.

3. The easement shall be held in trust for the benefit of the public and shall be subject to the terms and conditions set forth herein.

4. The easement shall be held in trust for the benefit of the public and shall be subject to the terms and conditions set forth herein.

5. The easement shall be held in trust for the benefit of the public and shall be subject to the terms and conditions set forth herein.

1. All lots within the subdivision, and any other adjacent parcels, shall be held in trust for the benefit of the public and shall be subject to the terms and conditions set forth herein.

2. The easement shall be held in trust for the benefit of the public and shall be subject to the terms and conditions set forth herein.

3. The easement shall be held in trust for the benefit of the public and shall be subject to the terms and conditions set forth herein.

4. The easement shall be held in trust for the benefit of the public and shall be subject to the terms and conditions set forth herein.

5. The easement shall be held in trust for the benefit of the public and shall be subject to the terms and conditions set forth herein.

**Survivor's Certificate**

I, the undersigned, being a duly qualified and licensed Surveyor, do hereby certify that the above described land is the same as that shown on the subdivision map filed for record in the office of the County Recorder of Summit County, Utah, on this \_\_\_\_\_ day of \_\_\_\_\_, 2007.

\_\_\_\_\_  
 Surveyor

**Owner's Declaration**

I, the undersigned, being the owner of the above described land, do hereby declare that the above described land is the same as that shown on the subdivision map filed for record in the office of the County Recorder of Summit County, Utah, on this \_\_\_\_\_ day of \_\_\_\_\_, 2007.

\_\_\_\_\_  
 Owner

**Consent to Record**

I, the undersigned, being a duly qualified and licensed Surveyor, do hereby consent to the recording of the above described land in the office of the County Recorder of Summit County, Utah, on this \_\_\_\_\_ day of \_\_\_\_\_, 2007.

\_\_\_\_\_  
 Surveyor

**Consent to Record**

I, the undersigned, being a duly qualified and licensed Surveyor, do hereby consent to the recording of the above described land in the office of the County Recorder of Summit County, Utah, on this \_\_\_\_\_ day of \_\_\_\_\_, 2007.

\_\_\_\_\_  
 Surveyor

**Consent to Record**

I, the undersigned, being a duly qualified and licensed Surveyor, do hereby consent to the recording of the above described land in the office of the County Recorder of Summit County, Utah, on this \_\_\_\_\_ day of \_\_\_\_\_, 2007.

\_\_\_\_\_  
 Surveyor

**Beaver Creek**

Subdivision

Summit County, Utah

Scale 1" = 100 Feet



EXHIBIT "D"



DEPARTMENT OF THE ARMY  
U.S. ARMY ENGINEER DISTRICT, SACRAMENTO  
CORPS OF ENGINEERS  
1325 J STREET  
SACRAMENTO CA 95814-2922

REPLY TO  
ATTENTION OF

October 31, 2007

Regulatory Branch (200650376)

Kurt Gappmayer  
Beaver Creek at Kamas, LLC  
1156 South State Street #202  
Orem, Utah 84058

Dear Mr. Gappmayer:

We are responding to your July 13, 2007 request for a Department of the Army permit for the Beaver Creek at Kamas project. This approximately 50-acre project involves activities, including discharges of dredged or fill material, in waters of the United States to construct a 25-lot subdivision. The site is located adjacent to Beaver Creek within Kamas in Section 22, Township 2 South, Range 6 East, Summit County, Utah.

Based on the information you provided, the proposed activity in approximately 0.11 acres of intermittent stream/ditch is authorized by Nationwide Permit (NWP) Number 29. Your work must comply with the general terms and conditions listed on the enclosed NWP information sheets and the following **Special Conditions**:

1. **To mitigate for the water of the U.S. impacts, you shall preserve the avoided waters of the United States, as depicted on the exhibit entitled Beaver Creek Plat A, Sheets 1 and 2, in perpetuity. Attached is the deed restriction that must be recorded with Summit County prior to construction. Once the deed restriction is recorded, a copy must be submitted to this office. The purpose of this preserve is to insure that functions and values of the aquatic environment are protected in perpetuity.**
2. **To minimize external disturbance to preserved waters of the United States, you shall establish an native upland buffer, of at least 25 feet in width on lot 20, from the outer limit of the entire perimeter of all avoided waters of the United States, including on-site wetlands.**
3. **To prevent unauthorized access and disturbance, you shall install wildlife friendly fencing around the housing side of the preserve.**
4. **The following State of Utah water quality certification conditions must also be satisfied:**
  - a) **Whenever a permittee causes the causes the water turbidity in an adjacent surface water to increase 10 NTUs or any visible increase in turbidity as a result of the project, the permittee shall notify the Division of Water Quality.**

b) The permittee shall not use any fill material which may leach organic chemicals (e.g., discarded asphalt) or nutrients (e.g., phosphate rock) into the receiving water.

c) Permittees shall protect any potentially affected fish spawning areas.

d) Utah Code Annotated 19-5-114 requires that any spill or discharge of oil or other substance which may cause pollution to waters of the State must be immediately reported to the Utah Division of Water Quality.

e) In an effort to abate pollution as a result of NWP activities, the permittee shall remediate riparian areas along stream banks to minimize water quality impacts, if vegetation is disturbed as a result of the project.

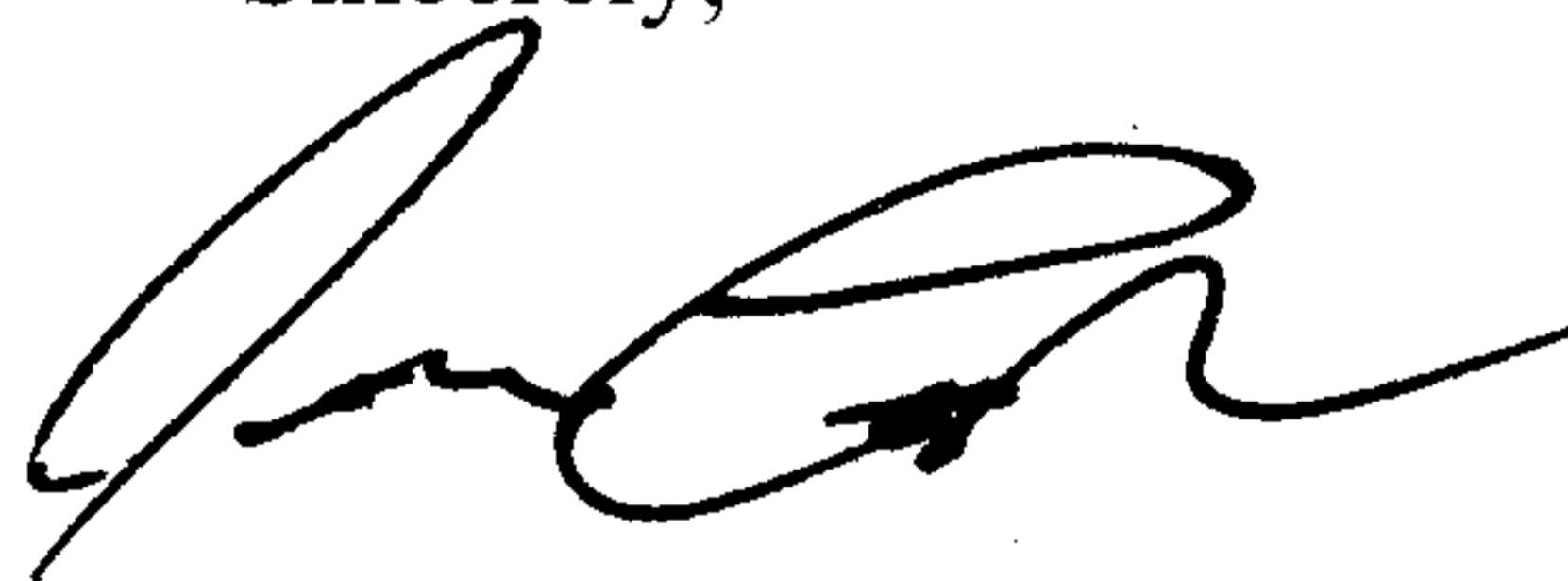
**5. You must sign the enclosed Compliance Certification and return it to this office within 30 days after completion of the authorized work.**

This verification is valid for two years from the date of this date or until the NWP is modified, reissued, or revoked, whichever comes first. Failure to comply with the General Conditions of this Nationwide Permit, or the project-specific Special Conditions of this authorization, may result in the suspension or revocation of your authorization.

Please refer to identification number 200650376 in any correspondence concerning this project. If you have any questions, please contact Hollis Jencks at the Utah Office, 533 West 2600 South, Suite 150, Bountiful, Utah, 84010, email [hollis.g.jencks@usace.army.mil](mailto:hollis.g.jencks@usace.army.mil), or telephone 801.295.8380, extension 18.

We appreciate your feedback. Please tell us how we are doing by completing our customer survey at [http://www.spk.usace.army.mil/customer\\_survey.html](http://www.spk.usace.army.mil/customer_survey.html). Your passcode is "yastrzemski".

Sincerely,



Jason Gipson  
Chief, Utah Office

Enclosures

Copy furnished:

Whitney McReynolds, Stantec Consulting Inc., 3995 South 700 East, Suite 300, Salt Lake City, Utah 84107

## COMPLIANCE CERTIFICATION

**Permit File Number:** SPK-200650376

**Nationwide Permit Number:** NWP 29

**Permittee:** Kurt Gappmayer  
Beaver Creek at Kamas, LLC  
1156 South State Street #202  
Orem, Utah 84058

**County:** Summit

**Date of Verification:** October 31, 2007

Within 30 days after completion of the activity authorized by this permit, sign this certification and return it to the following address:

U.S. Army Corps of Engineers  
Utah Regulatory Office  
533 West 2600 South, Suite 150  
Bountiful, Utah 84010  
FAX: 801-295-8842

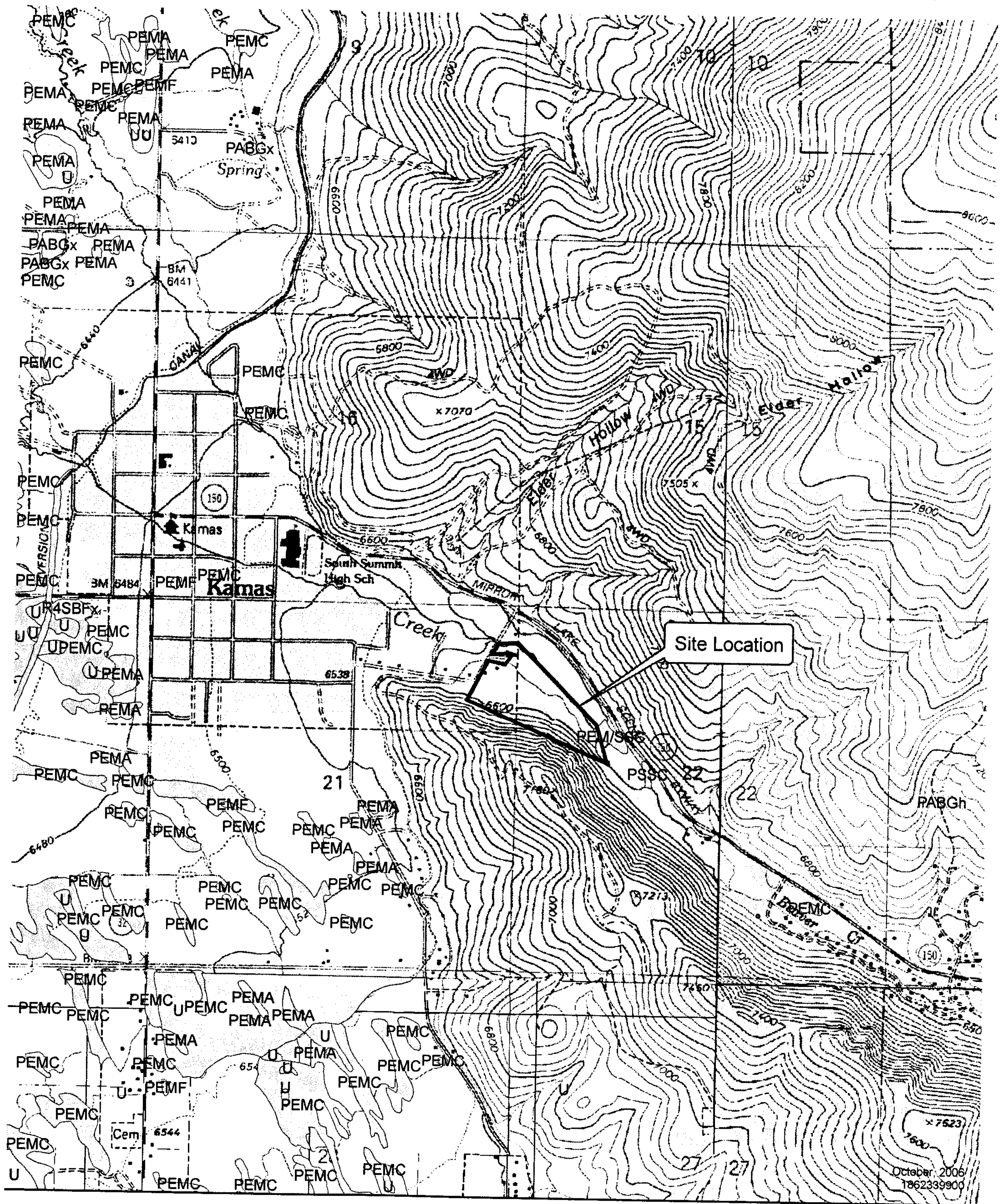
Please note that your permitted activity is subject to a compliance inspection by a U.S. Army Corps of Engineers representative. If you fail to comply with the terms and conditions of the permit your authorization may be suspended, modified, or revoked. If you have any questions about this certification, please contact the Corps of Engineers at 801-295-8380.

\* \* \* \* \*

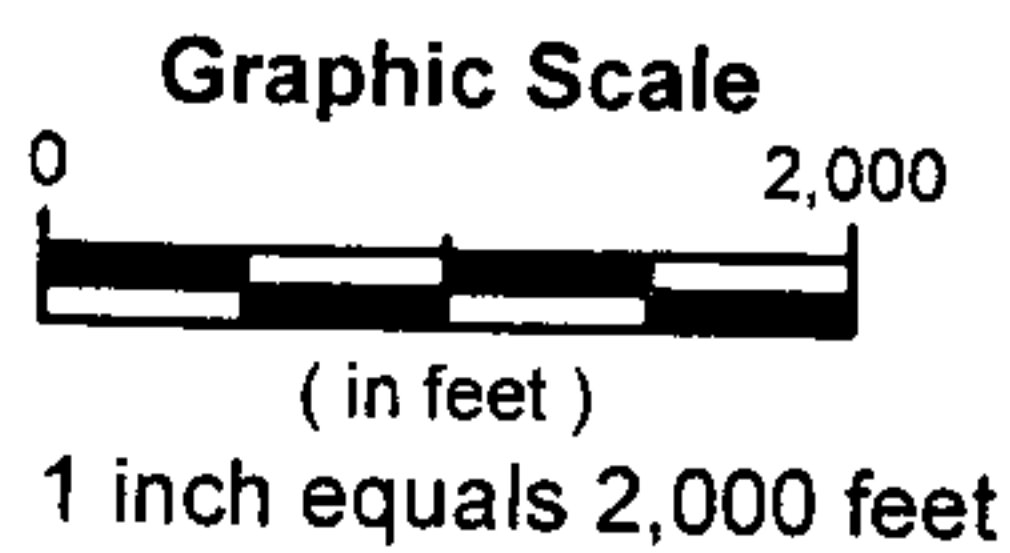
*I hereby certify that the work authorized by the above-referenced permit, including all the required mitigation, was completed in accordance with the terms and conditions of the permit verification.*

\_\_\_\_\_  
Signature of Permittee

\_\_\_\_\_  
Date



**Stantec Consulting Inc.**  
 3995 S 700 E, Ste. 300  
 Salt Lake City, Utah  
 84107-2540  
 Tel. 801.261.0090  
 Fax 801.266.1671  
 www.stantec.com



Client/Project  
**BEAVER CREEK AT KAMAS, LLC  
 WETLAND DELINEATION  
 SUMMIT COUNTY, UTAH**

Figure No.  
**3**

Title

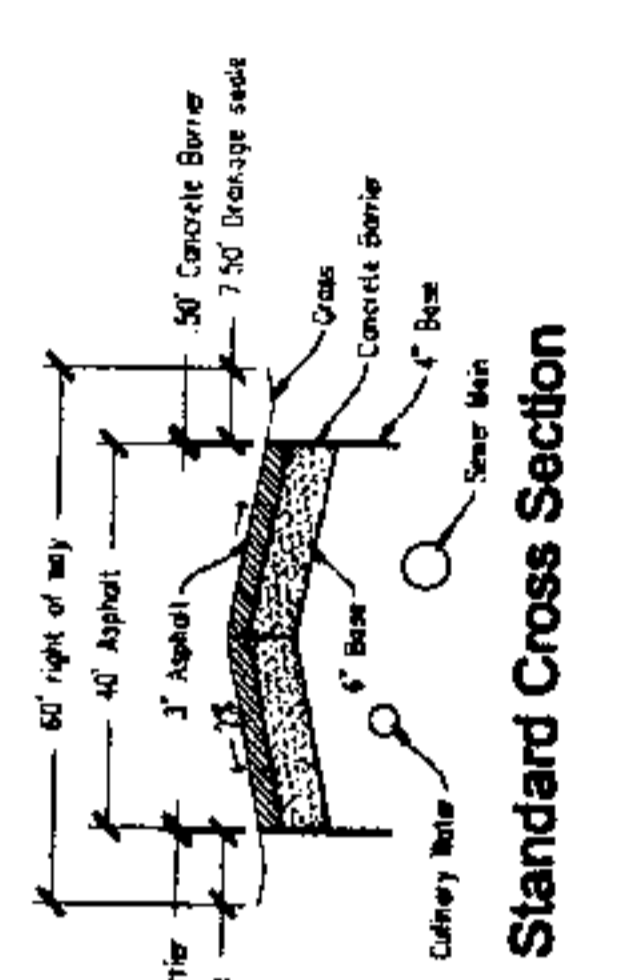
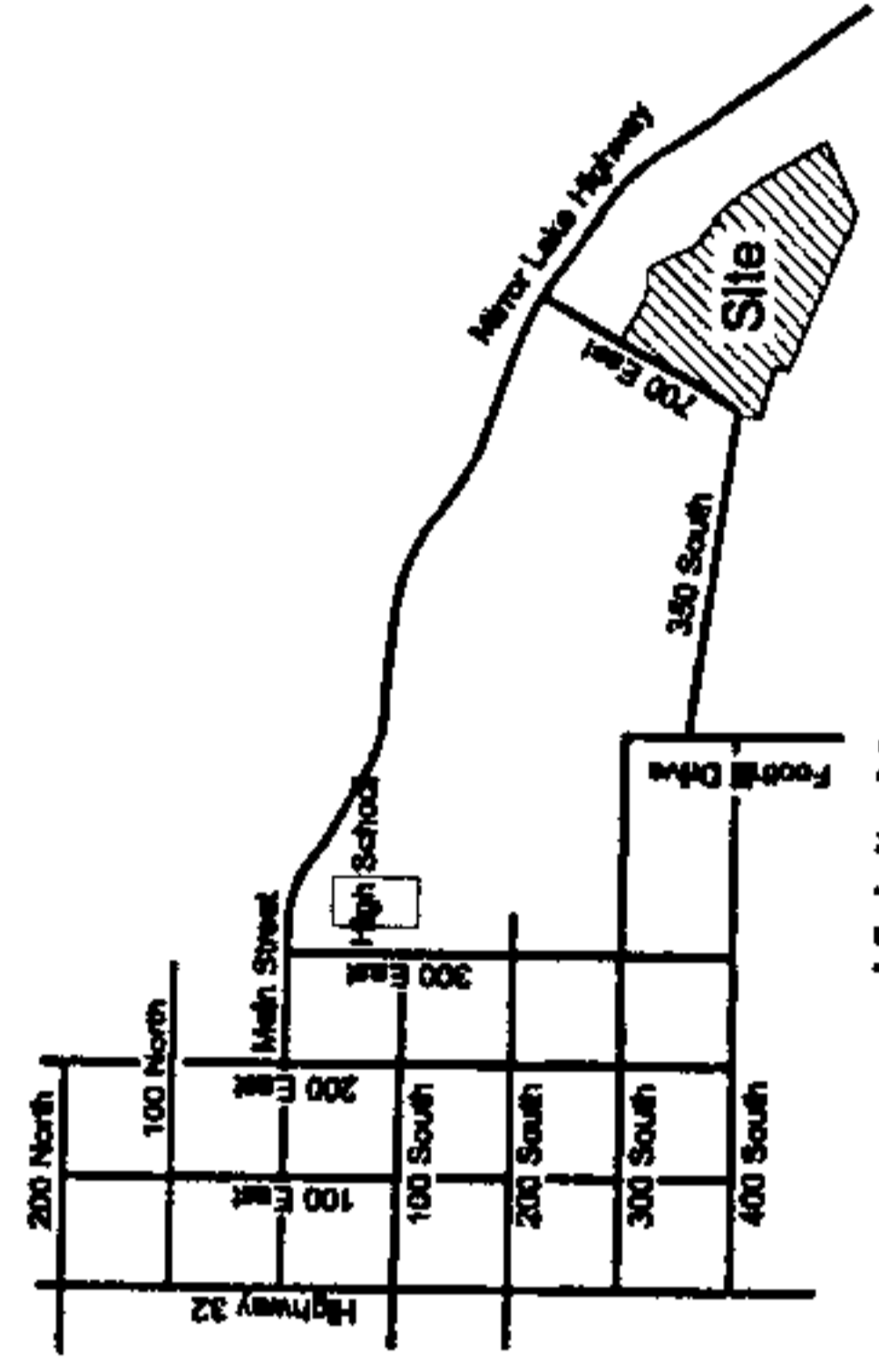


# Beaver Creek Subdivision

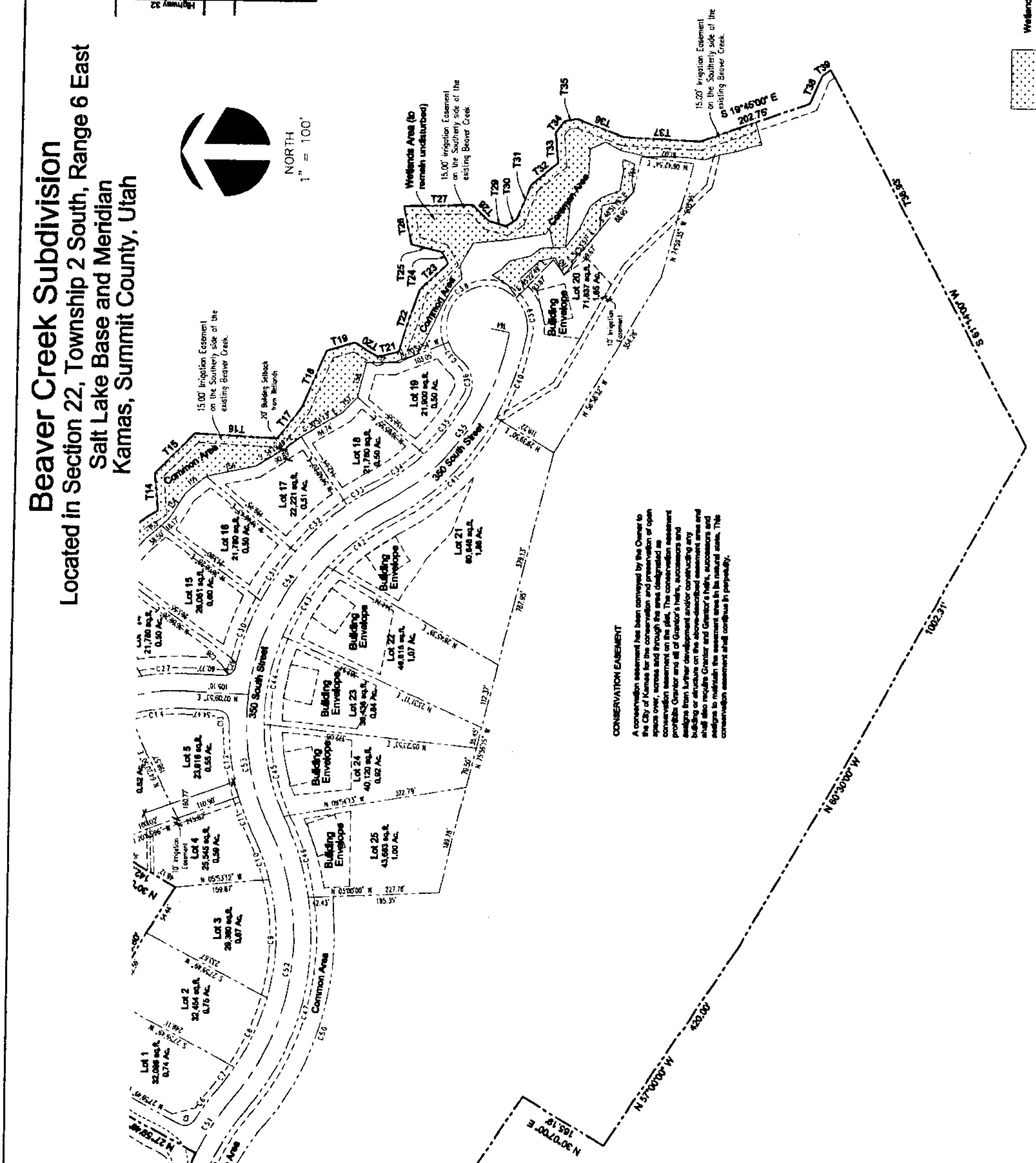
Located in Section 22, Township 2 South, Range 6 East  
Salt Lake Base and Meridian  
Kamas, Summit County, Utah

**Curve Data Table**

Curve	Radius	Length	Chord	Delta	Area
C1	20.00	1.77	5.79	11.17	0.12
C2	20.00	1.77	5.79	11.17	0.12
C3	20.00	1.77	5.79	11.17	0.12
C4	20.00	1.77	5.79	11.17	0.12
C5	20.00	1.77	5.79	11.17	0.12
C6	20.00	1.77	5.79	11.17	0.12
C7	20.00	1.77	5.79	11.17	0.12
C8	20.00	1.77	5.79	11.17	0.12
C9	20.00	1.77	5.79	11.17	0.12
C10	20.00	1.77	5.79	11.17	0.12
C11	20.00	1.77	5.79	11.17	0.12
C12	20.00	1.77	5.79	11.17	0.12
C13	20.00	1.77	5.79	11.17	0.12
C14	20.00	1.77	5.79	11.17	0.12
C15	20.00	1.77	5.79	11.17	0.12
C16	20.00	1.77	5.79	11.17	0.12
C17	20.00	1.77	5.79	11.17	0.12
C18	20.00	1.77	5.79	11.17	0.12
C19	20.00	1.77	5.79	11.17	0.12
C20	20.00	1.77	5.79	11.17	0.12
C21	20.00	1.77	5.79	11.17	0.12
C22	20.00	1.77	5.79	11.17	0.12
C23	20.00	1.77	5.79	11.17	0.12
C24	20.00	1.77	5.79	11.17	0.12
C25	20.00	1.77	5.79	11.17	0.12
C26	20.00	1.77	5.79	11.17	0.12
C27	20.00	1.77	5.79	11.17	0.12
C28	20.00	1.77	5.79	11.17	0.12
C29	20.00	1.77	5.79	11.17	0.12
C30	20.00	1.77	5.79	11.17	0.12
C31	20.00	1.77	5.79	11.17	0.12
C32	20.00	1.77	5.79	11.17	0.12
C33	20.00	1.77	5.79	11.17	0.12
C34	20.00	1.77	5.79	11.17	0.12
C35	20.00	1.77	5.79	11.17	0.12
C36	20.00	1.77	5.79	11.17	0.12
C37	20.00	1.77	5.79	11.17	0.12
C38	20.00	1.77	5.79	11.17	0.12
C39	20.00	1.77	5.79	11.17	0.12
C40	20.00	1.77	5.79	11.17	0.12
C41	20.00	1.77	5.79	11.17	0.12
C42	20.00	1.77	5.79	11.17	0.12
C43	20.00	1.77	5.79	11.17	0.12
C44	20.00	1.77	5.79	11.17	0.12
C45	20.00	1.77	5.79	11.17	0.12
C46	20.00	1.77	5.79	11.17	0.12
C47	20.00	1.77	5.79	11.17	0.12
C48	20.00	1.77	5.79	11.17	0.12
C49	20.00	1.77	5.79	11.17	0.12
C50	20.00	1.77	5.79	11.17	0.12
C51	20.00	1.77	5.79	11.17	0.12
C52	20.00	1.77	5.79	11.17	0.12
C53	20.00	1.77	5.79	11.17	0.12
C54	20.00	1.77	5.79	11.17	0.12
C55	20.00	1.77	5.79	11.17	0.12
C56	20.00	1.77	5.79	11.17	0.12
C57	20.00	1.77	5.79	11.17	0.12
C58	20.00	1.77	5.79	11.17	0.12
C59	20.00	1.77	5.79	11.17	0.12
C60	20.00	1.77	5.79	11.17	0.12
C61	20.00	1.77	5.79	11.17	0.12
C62	20.00	1.77	5.79	11.17	0.12
C63	20.00	1.77	5.79	11.17	0.12
C64	20.00	1.77	5.79	11.17	0.12
C65	20.00	1.77	5.79	11.17	0.12
C66	20.00	1.77	5.79	11.17	0.12
C67	20.00	1.77	5.79	11.17	0.12
C68	20.00	1.77	5.79	11.17	0.12
C69	20.00	1.77	5.79	11.17	0.12
C70	20.00	1.77	5.79	11.17	0.12
C71	20.00	1.77	5.79	11.17	0.12
C72	20.00	1.77	5.79	11.17	0.12
C73	20.00	1.77	5.79	11.17	0.12
C74	20.00	1.77	5.79	11.17	0.12
C75	20.00	1.77	5.79	11.17	0.12
C76	20.00	1.77	5.79	11.17	0.12
C77	20.00	1.77	5.79	11.17	0.12
C78	20.00	1.77	5.79	11.17	0.12
C79	20.00	1.77	5.79	11.17	0.12
C80	20.00	1.77	5.79	11.17	0.12
C81	20.00	1.77	5.79	11.17	0.12
C82	20.00	1.77	5.79	11.17	0.12
C83	20.00	1.77	5.79	11.17	0.12
C84	20.00	1.77	5.79	11.17	0.12
C85	20.00	1.77	5.79	11.17	0.12
C86	20.00	1.77	5.79	11.17	0.12
C87	20.00	1.77	5.79	11.17	0.12
C88	20.00	1.77	5.79	11.17	0.12
C89	20.00	1.77	5.79	11.17	0.12
C90	20.00	1.77	5.79	11.17	0.12
C91	20.00	1.77	5.79	11.17	0.12
C92	20.00	1.77	5.79	11.17	0.12
C93	20.00	1.77	5.79	11.17	0.12
C94	20.00	1.77	5.79	11.17	0.12
C95	20.00	1.77	5.79	11.17	0.12
C96	20.00	1.77	5.79	11.17	0.12
C97	20.00	1.77	5.79	11.17	0.12
C98	20.00	1.77	5.79	11.17	0.12
C99	20.00	1.77	5.79	11.17	0.12
C100	20.00	1.77	5.79	11.17	0.12



**Notes:**  
 1. Lots 10-19 are located in a Flood Plain as mapped by FEMA, Map Number 18043-C-0275. All homes must be elevated above the Base Flood Elevation on two (2) feet above the highest adjacent grade. No basements can be located in the 100 year Flood Plain.  
 2. A portion of the Subdivision is located in the Sensitive Lands Zone. All requirements as outlined in Chapter 27, Sensitive Area and Flood Plain Regulations will need to be followed. Conditional Use Permit will need to be obtained for Building Permits.  
 3. Lots 12-20 contain areas designated as Wetlands. All Wetland areas are to remain undisturbed as shown.  
 Developer:  
 Vista Enterprises  
 1156 South Street  
 Orem, Utah 84058  
 801-224-1387



**CONSERVATION EASEMENT**  
 A conservation easement has been conveyed by the Owner to the City of Kamas for the conservation and preservation of open space and natural resources on the site. The conservation easement is for the benefit of the City of Kamas and all of Owner's heirs, successors and assigns for future development and/or construction of any building or structure on the above-described easement area and shall be subject to the terms, conditions, covenants and restrictions set forth in the recorded instrument. This conservation easement shall continue in perpetuity.

15.00' Irrigation Easement on the Southern side of the existing Beaver Creek.

15.00' Irrigation Easement on the Southern side of the existing Beaver Creek.

15.00' Irrigation Easement on the Southern side of the existing Beaver Creek.

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15.00' Irrigation Easement on the Southern side of the existing Beaver Creek.

**T-Table**

Lot	Length	Area
1	1.77	0.12
2	1.77	0.12
3	1.77	0.12
4	1.77	0.12
5	1.77	0.12
6	1.77	0.12
7	1.77	0.12
8	1.77	0.12
9	1.77	0.12
10	1.77	0.12
11	1.77	0.12
12	1.77	0.12
13	1.77	0.12
14	1.77	0.12
15	1.77	0.12
16	1.77	0.12
17	1.77	0.12
18	1.77	0.12
19	1.77	0.12
20	1.77	0.12
21	1.77	0.12
22	1.77	0.12
23	1.77	0.12
24	1.77	0.12
25	1.77	0.12

Sheet 2 of 2

## Beaver Creek

Scale 1" = 100 Feet

Subdivision

Kamas City

Summit County, Utah

---

**Attorney Certificate**

Notarized and filed in the records of the County of Summit, Utah, on this \_\_\_\_\_ day of \_\_\_\_\_, 2007.

Summit County Recorder

---

**South Summit Fire District**

Approved and accepted this \_\_\_\_\_ day of \_\_\_\_\_, 2007.

Summit City Engineer

---

**Rocky Mountain Power**

Approved and accepted this \_\_\_\_\_ day of \_\_\_\_\_, 2007.

Summit City Engineer

---

**Allwest Communications**

Approved and accepted this \_\_\_\_\_ day of \_\_\_\_\_, 2007.

Summit City Engineer

---

**South Summit School District**

Approved and accepted this \_\_\_\_\_ day of \_\_\_\_\_, 2007.

Summit City Engineer

---

**Beaver Shingle Creek Irrigation Company**

Approved and accepted this \_\_\_\_\_ day of \_\_\_\_\_, 2007.

Summit City Engineer

---

**City Council Approval**

Presented to the Kamas City Council on \_\_\_\_\_ day of \_\_\_\_\_, 2007, at \_\_\_\_\_, Utah, and was approved by the Council.

City Recorder

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**City Planning Commission**

Presented to the Kamas City Planning Commission on \_\_\_\_\_ day of \_\_\_\_\_, 2007, at \_\_\_\_\_, Utah, and was approved by the Commission.

Planning Commission Chairman

---

**City Engineer**

Approved and accepted this \_\_\_\_\_ day of \_\_\_\_\_, 2007.

Summit City Engineer

---

**Quester**

Approved and accepted this \_\_\_\_\_ day of \_\_\_\_\_, 2007.

Summit City Engineer

---

**Prepared by**

Dudley and Associates, Inc.  
 350 East 1300 South  
 Orem, Utah 84058

## AGREEMENT FOR CONSERVATION EASEMENT

This CONSERVATION EASEMENT is created this 28 day of April, 2008, by and between Beaver Creek at Kamas, LC, whose address is, 1156 South State Street, Suite 202, Orem, Utah (Grantor) and Kamas City, a Utah Municipal Corporation, whose address is, 170 North Main, Kamas, Utah (Grantee);

### RECITALS

The Grantor is the fee simple title holder of real property located in Kamas Utah, and State of Utah, legally described in Exhibit A; and

Kamas City is a Utah municipal Corporation; and

Grantor has applied for approval of a subdivision in Kamas City that has environmentally sensitive lands consisting of steep hillside which will make up some of the common area of the development; AND

Kamas City has evaluated the application and determined that approval of the subdivision is appropriate if certain activities are prohibited in the environmental sensitive area; and

Grantor has agreed to grant Kamas City a Conservation Easement that protects the environmentally sensitive area and restricts further development to the area legally described in Exhibit A; and

The Conservation Easement (the Easement Premises) consists of approximately 28.08 acres. A subdivision plat map depicting the easement premises is attached as Exhibit B. Kamas City shall record this Agreement with the county recorder of Summit County, Utah contemporaneously with the recording of the approved subdivision plat.

**ACCORDINGLY**, Grantor, for good and valuable consideration, hereby conveys this Conservation Easement to Grantee, on the terms and conditions stated below.

1. The purpose of this Agreement is to protect the functions and values of the natural hillside by requiring Grantor to maintain the Easement Premises in its natural and undeveloped condition.

2. Except as authorized under this Agreement, Grantor shall refrain from, and prevent any other person from altering or developing the Easement Premises in any way. This includes, but is not limited to:

- a) Alteration of the topography;
- b) Creation of paths, trails, or roads;
- c) The placement of fill material;

**ENTRY NO. 00845994**

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ALAN SPRIGGS, SUMMIT COUNTY RECORDER

FEE 47.00 BY KAMAS CITY



- d) Dredging, removal, or excavation of any soil or minerals;
- e) Construction or placement of any structure;
- f) Plowing, tilling, or cultivating the soils or vegetation;
- g) Alteration or removal of vegetation, including the planting of non-native species;
- h) Ranching; grazing; farming;
- i) Construction of unauthorized utility lines;
- j) Storage or disposal of garbage, trash, debris, abandoned equipment or accumulation of machinery, or other waste materials, including accumulated vegetative debris such as grass clippings, leaves, yard waste, or other material collected and deposited from areas outside the Easement Premises;
- k) No motorized vehicles shall be ridden, brought, stored, used or permitted on any portion of the Conservation Easement area;
- l) Placement of billboards or signage;
- m) No roads, utility lines, trail, benches, equipment storage, or other structures or activities shall occur within the Conservation Easement Area without prior written approval by the Grantee.

2. Cutting down, destroying, or otherwise altering or removing trees, tree limbs, shrubs, or other vegetation, whether living or dead, is prohibited within the Easement Premises, except with the written permission of Grantee, expressly for the removal of trees or limbs to eliminate danger to health and safety; to reduce a threat of infestation posed by diseased vegetation; to control invasive non-native plant species that endanger the health of native species.

3. Grantor is not required to restore the Easement Premises due to alterations resulting from causes beyond the owner's control, including, but not limited to, unauthorized actions by third parties that were not reasonably foreseeable; natural causes; or natural disasters such as unintentional fires, floods, storms, or natural earth movement.

4. Grantor, and his successors in the property, may perform activities within the Easement Premises consistent with this Conservation Easement.

5. Grantor warrants that Grantor has good and sufficient title to the Easement Premises described in Exhibit B.

6. Grantor warrants that any other existing interests or encumbrances in the Easement Premises have been disclosed to Kamas City.

7. Grantor warrants that to the best of Grantor's knowledge no hazardous substances or hazardous or toxic wastes have been generated, treated, stored, used, disposed of, or deposited in or on the property.

8. This Agreement does not grant or convey to Grantee or members of the general public any right to possession or use of the Easement Premises.

9. Grantor, shall continue to have all rights and responsibilities as owner of the property subject to this Agreement. Grantor shall continue to be solely responsible for the upkeep and maintenance of the Easement Premises, to the extent it may be required by law.

10. Grantee and its authorized employees and agents may enter the Easement Premises upon reasonable notice to Grantor to determine whether the Easement Premises are being maintained in compliance with the terms of this Agreement, and for the purpose of taking corrective actions for failure to comply. If Grantee is entering the easement premises for purposes of taking corrective actions, Grantor shall be provided with 14 days notice to provide the opportunity to cure the failure to comply.

11. This Agreement shall be binding upon the successors and assigns of the parties shall run with the land in perpetuity unless modified or terminated by written agreement of the parties.

12. This Agreement may be modified only in writing through amendment of the Agreement. Any modification shall be consistent with the purpose and intent of the Agreement.

13. Grantor shall indicate the existence of this Agreement on all future deeds, mortgages, land contracts, plats, and any other legal instrument used to convey an interest in the Easement Premises.

14. A delay in enforcement shall not be construed as a waiver of the Grantee's rights to enforce the conditions of this Agreement.

15. This Agreement shall be liberally construed in favor of maintaining the purpose of the Conservation Easement.

16. If any portion of this Agreement is determined to be invalid by a court of law, the remaining provisions will remain in force.

17. This Agreement will be construed in accordance with Utah law. All legal action related to this conservation easement must be filed and pursued in Utah State courts.

18. In addition to the terms of the subdivision approval issued by Grantee, this document sets forth the entire agreement of the parties. It is intended to supersede all prior discussions or understandings.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date first above written. In signing this Agreement, the Signatory warrants that he or she has the authority to convey the Conservation Easement on behalf of the Grantor.

GRANTOR:

Signature: Merrill Gappmayer

Merrill Gappmayer  
Type/Print Grantor's Name

Merrill Gappmayer - Managing Partner  
Title (if signing on behalf of an organization)

Beaver Creek @ Kamas LC  
Beaver Creek at Kamas, LC

STATE OF UTAH }  
                  Utah } ss  
COUNTY OF ~~SUMMIT~~ }

The foregoing instrument was acknowledged before me this day 20 of Feb. 2008 by, Beaver Creek of (Organization name) a Utah, (state) corporation, partnership, municipality, or limited liability company (circle one), on behalf of the organization.



Kristine K. Harris  
(Signature of Notary Public)

GRANTEE

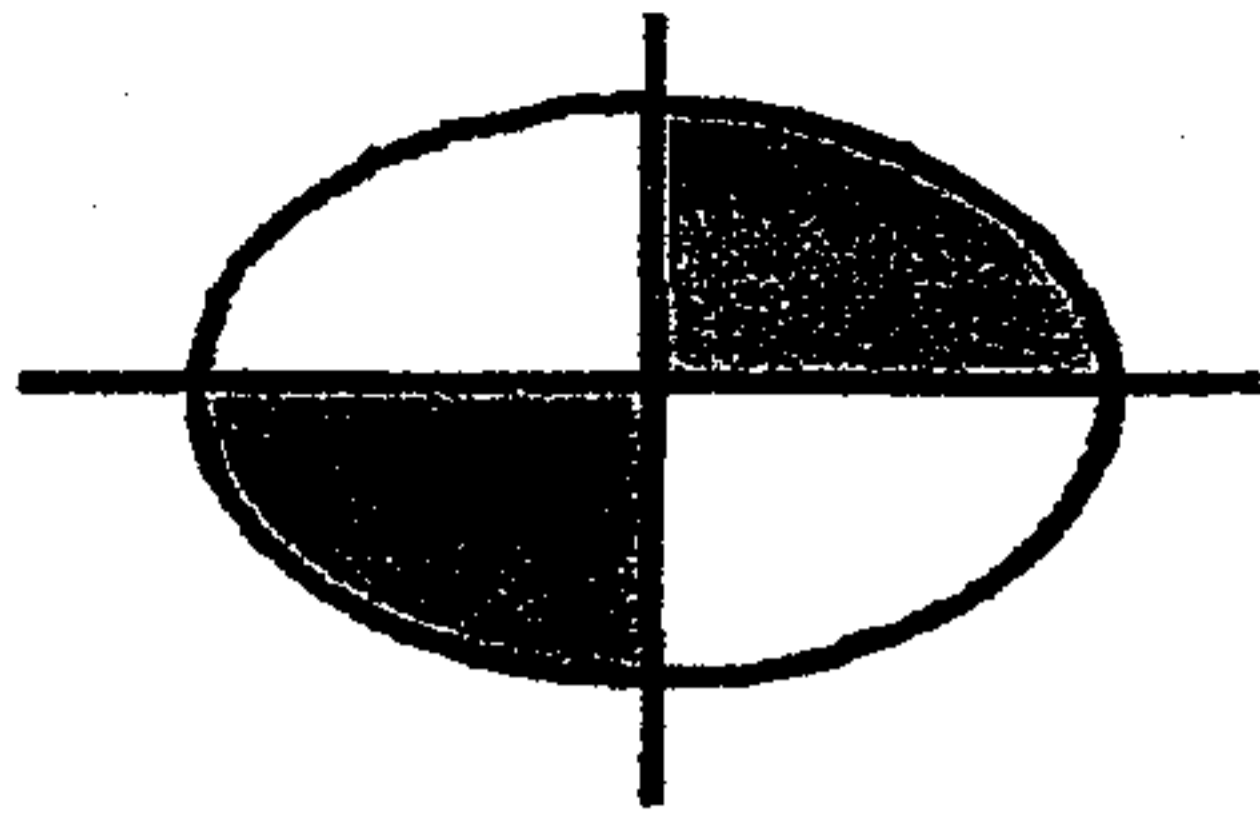
KAMAS CITY

Lewis P. Marchant  
By its Mayor.

Attest:

[Signature]

Recorder



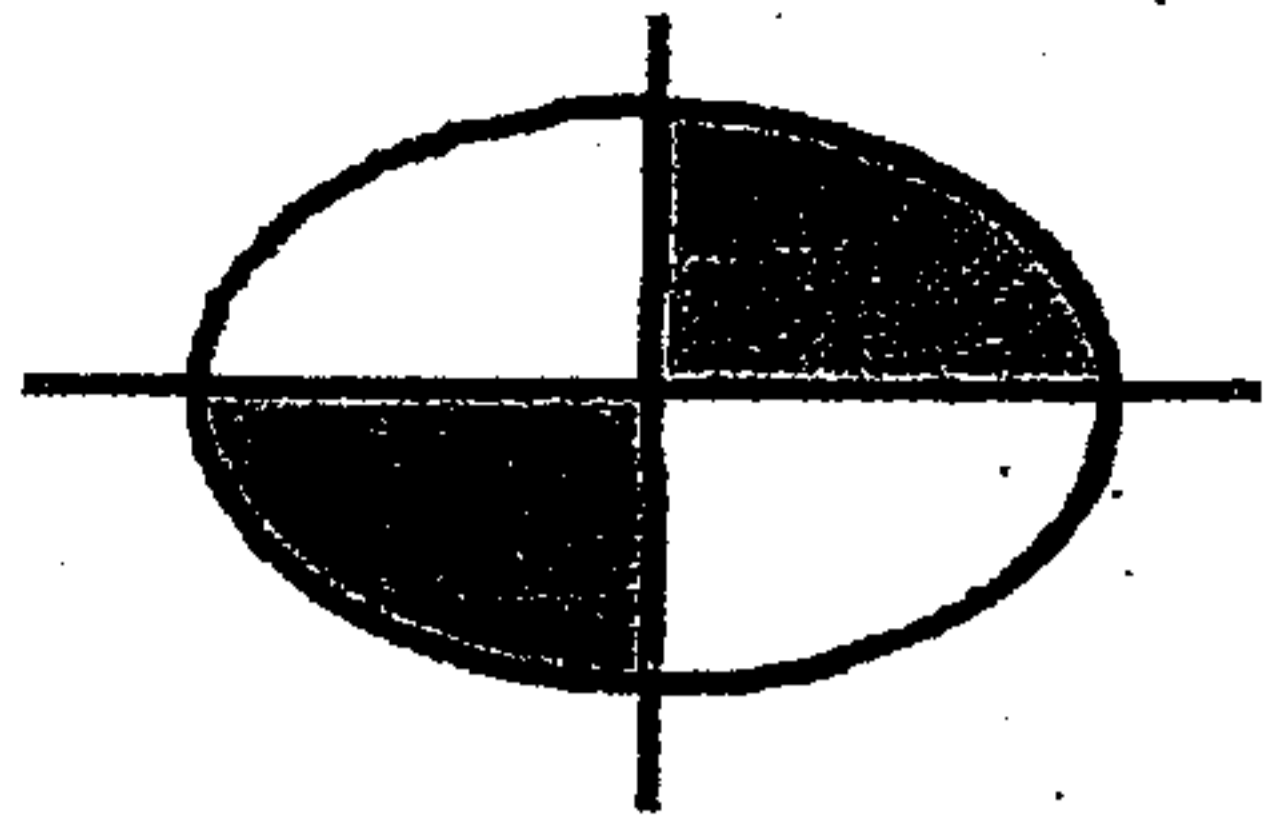
# DUDLEY & ASSOCIATES, Inc.

ENGINEERS      PLANNERS      SURVEYORS

**Merrill Gappmayer**  
**Property Description**  
**Kamas, Utah**  
**1-16-08**

Commencing at a point located North 89°59'28" West along the Section line 357.17 feet and South 600.51 feet from the Northwest corner of Section 22, Township 2 South, Range 6 East, Salt Lake Base and Meridian; thence South 59°23'57" East 30.00 feet; thence South 30°36'03" West 16.25 feet; thence along the arc of a 20.00 foot radius curve to the left 11.27 feet (chord bears South 14°27'08" East 11.13 feet); thence North 30°07'02" East 9.79 feet; thence North 70°40'00" East 41.00 feet; thence South 55°05'00" East 26.36 feet; thence North 80°40'20" East 78.46 feet; thence along the centerline of an existing stream as follows: North 62°48'00" East 95.65 feet, South 77°28'40" East 28.97 feet, South 50°17'40" East 56.07 feet, South 25°23'20" West 32.13 feet, South 34°55'40" East 46.27 feet, South 42°49'00" East 26.03 feet, South 73°55'20" East 47.71 feet, North 30°07'19" East 12.53 feet, North 80°59'19" East 100.00 feet, South 34°28'02" East 135.79 feet, South 51°39'03" East 44.55 feet, South 28°13'36" East 148.34 feet, South 60°33'53" East 71.72 feet, South 34°15'35" East 112.50 feet, North 84°19'30" East 65.28 feet, South 45°19'55" East 96.08 feet, South 02°35'42" West 139.66 feet, South 52°36'23" East 67.91 feet, South 67°01'04" East 107.10 feet, South 16°56'47" East 50.85 feet, South 30°43'12" West 47.26 feet, South 14°32'07" East 37.82 feet, South 72°31'28" East 111.07 feet, South 42°12'59" East 68.58 feet, North 59°07'51" East 22.04 feet, North 13°45'54" East 54.99 feet, North 78°39'21" East 67.48 feet, South 01°36'58" East 120.33 feet, South 43°47'24" West 40.92 feet, South 14°47'55" West 31.52 feet, South 33°24'47" East 22.31 feet, South 68°22'13" East 65.09 feet, South 39°11'29" East 60.83 feet, North 84°46'40" East 53.24 feet, South 54°00'26" East 24.93 feet, South 11°03'15" East 22.75 feet, South 19°56'19" West 88.74 feet, South 02°14'04" West 132.06 feet, South 19°45'00" East 202.75 feet, South 66°36'25" East 52.55 feet, South 36°33'59" East 18.62 feet; thence leaving said stream South 61°14'00" West 736.93 feet; thence North 60°30'00" West 1002.31 feet; thence North 57°00'00" West 420.00 feet; thence North 30°07'00" East 165.19 feet; thence North 56°14'00" West 521.14 feet; thence North 30°07'00" East 363.02 feet; thence South 81°51'40" East 18.87 feet; thence along the arc of a 450.00 foot radius curve to the right 130.81 feet (chord bears South 73°32'01" East 130.35 feet); thence North 27°59'49" East 269.71 feet; thence South 62°00'11" East 30.00 feet; thence South 59°53'00" East 359.62 feet; thence North 30°07'19" East 142.93 feet; thence North 59°53'00" West 364.92 feet; thence North 62°00'11" West 30.00 feet; thence North 27°59'49" East 27.18 feet; thence along the arc of a 2500.00 foot radius curve to the right 113.62 feet (chord bears North 29°17'56" East 113.60 feet); thence North 30°36'03" East 102.03 feet to the point of beginning.

Area = 53.85 Acres



**DUDLEY & ASSOCIATES, Inc.**  
ENGINEERS PLANNERS SURVEYORS

**Merrill Gappmayer**  
**Property Description**  
**Kamas, Utah**  
**1-16-08**

**Conservation Easement**

Commencing at a point located North  $89^{\circ}59'48''$  West along the Section line 852.80 feet and South 1201.55 feet from the Northwest corner of Section 22, Township 2 South, Range 6 East, Salt Lake Base and Meridian; thence South  $81^{\circ}51'40''$  East 47.12 feet; thence along the arc of a 380.00 foot radius curve to the right 204.23 feet (chord bears South  $66^{\circ}27'53''$  East 201.78 feet); thence along the arc of a 520.00 foot radius curve to the left 380.56 feet (chord bears South  $72^{\circ}02'03''$  East 372.12 feet); thence North  $87^{\circ}00'00''$  East 48.25 feet; thence South  $03^{\circ}00'00''$  East 185.35 feet; thence South  $75^{\circ}56'15''$  East 787.95 feet; thence South  $58^{\circ}58'32''$  East 354.28 feet; thence South  $74^{\circ}59'35''$  East 205.56 feet; thence South  $74^{\circ}59'35''$  East 40.20 feet; thence South  $19^{\circ}45'00''$  East 202.75 feet; thence South  $66^{\circ}36'25''$  East 52.55 feet; thence South  $36^{\circ}33'59''$  East 18.62 feet; thence South  $61^{\circ}14'00''$  West 736.93 feet; thence North  $60^{\circ}30'00''$  West 1002.31 feet; thence North  $57^{\circ}00'00''$  West 420.00 feet; thence North  $30^{\circ}07'00''$  East 165.19 feet; thence North  $56^{\circ}14'00''$  West 521.14 feet; thence North  $30^{\circ}07'00''$  East 287.53 feet to the point of beginning.

Area: 1,223,070 sq. ft. 28.08 acres