

ENTRY NO. 01217433

03/27/2024 11:50:27 AM B: 2813 P: 0523

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RHONDA FRANCIS, SUMMIT COUNTY RECORDER

FEE 80.00 BY LRH INC



WHEN RECORDED, RETURN TO:

Planning Department
60 N. Main Street
P.O. Box 128
Coalville, Utah 84017

DECLARATION AND NOTICE OF USE RESTRICTIONS

This **DECLARATION AND NOTICE OF USE RESTRICTIONS** (this “Declaration”), dated as of the 27 day of March 2024 (the “Effective Date”), is entered into and made by **TRAIL RIDGE PARTNERS LLC**, owner of the Trail Ridge Subdivision (Entry # 1217429), whose address is PO Box 171003 Salt Lake City, UT 84117 (referred to as “Declarant”).

RECITALS

WHEREAS, on August 23, 2023, Declarant, as owner of Parcel NS-230-G (10 acres) and Parcel NS-227-230 (337.16 acres), received approval from the Summit County Council for a Master Planned Development (MPD) to subdivide Parcel NS-230-G (10 acres) and Parcel NS-227-230 (337.16 acres) into thirty (30) lots with one Remainder Parcel (Parcel NS-230-G). This “Trail Ridge Subdivision” Master Planned Development” is further described in attached Exhibit “A”; and

WHEREAS, the base density for Parcel NS-230-G and Parcel NS-227-230 would allow for 25 units; and

WHEREAS, the owner is proposing a density bonus per the Eastern Summit County Development Code, Section 11-4-12 Master Planned Developments and Appendix B; and

WHEREAS, The owner proposes to set aside ~248 acres (~74%) as permanently deed restricted agricultural open space which, based on the bonus density calculation, provides the additional six (6) units requested by the applicant; and

WHEREAS, Parcel NS-230-G and Parcel NS-227-230 have now been subdivided by Declarant, creating Lots 1 through 30, Remainder Parcel NS-230-G, as well as Parcel A (a 14.62 acre parcel), Parcel A-1 (a 1.37 acre parcel), Parcel A-2 (a 2.06 acre parcel), Parcel B, Road, Parcel C (a 248.26 acre Agricultural Open Space parcel), and Parcel D (a 8.2 acre parcel) of what is now the Trail Ridge Subdivision, which plat has been recorded in the Office of the Recorder, Summit County, Utah, as entry number 1217429, in Book 2813 beginning at Page 445. Parcel NS-230-G is referred to in this Declaration as the “Benefited Property.” Parcel C (Tax Identification # TR5-C), created to meet the open space requirements of the Eastern Summit County Development Code, Section 11-4-12 and Appendix B, is referred to in this Declaration as the “Property”, as more particularly described in attached Exhibit “A”; and,

WHEREAS, as and to the extent specified herein, Declarant desires that the Property shall be held, conveyed, encumbered, leased, used, occupied, and improved subject to the restrictions, rights, conditions, and covenants set forth in this Declaration, for the benefit of the Benefited Property; and,

WHEREAS, this Declaration is made for and in consideration of, pursuant to, and in furtherance of the terms and conditions of action taken by the Summit County Council, dated August 23, 2023 regarding the Trail Ridge Subdivision Master Planned Development.

TERMS

NOW, THEREFORE, for and in consideration of the covenants and promises set forth in the action taken by the Summit County Council on August 23, 2023 regarding the Trail Ridge Subdivision Master Planned Development and this Declaration, together with the mutual benefits to be derived herefrom and therefrom, Declarant hereby covenants and declares that the Property, and every part or interest therein, is now held and shall hereafter be held, conveyed, encumbered, leased, used, occupied and improved subject to the restrictions, rights, conditions and covenants herein set forth, each and all of which is and are for, and shall inure to the benefit of and pass with, the Property, and every part or interest therein, and shall apply to every owner and occupant thereof, and their successors and assigns, with the effect that all restrictions, rights, conditions and covenants in this Declaration shall run with and burden the Property and shall be binding on the Property and all other persons having or acquiring any interest in the Property, for the benefit of the Benefited Property and other persons having or acquiring any interest in the Benefited Property.

1 Declarant desires to maintain and preserve the Property as agricultural open space and to restrict the use of the Property to grazing, recreational and other uses that are consistent with its preservation as agricultural open space. In that connection, the following uses of the Property and/or activities upon the Property are expressly prohibited in perpetuity (collectively, the "Use Restrictions"):

- (a) Division, subdivision or de facto subdivision (through long-term leasing or otherwise) of any parcel of the Property into more than one (1) separately owned parcels of real property;
- (b) Construction or location of any structure or other improvement on the Property except for structures or improvements that are reasonably consistent with the use of the Property as agricultural open space, trails, roads, cattle guards or other fencing as may reasonably be required to preserve the Property in its present condition;
- (c) Exploration and drilling for and extraction of oil and gas from any site on the Property;
- (d) Dumping or storing of ashes, trash, garbage or junk on the Property;

(e) Quarrying, mining, excavation, depositing or extraction of sand, gravel, soil and rocks and/or, without limitation, any mineral or similar materials from the Property;

(f) Dumping, depositing, discharging, releasing or abandoning any solid or hazardous wastes, hazardous substance or material, pollutant or debris in, on or under the Property or into the surface or groundwater on or under the Property;

(g) Burning of any materials on the Property except for legally approved burning of piles of cleared underbrush, branches, etc for agricultural and fire protection purposes;

(i) Any agricultural or industrial use of the Property not expressly permitted;

(j) The placement or maintenance of signs, billboards or any other outdoor advertising of any kind or nature on the Property except for signs relating to the use or limitations on use applicable to the Property, directional and regulatory signs relating to the Property and signs of an informational or educational nature relating to the Property and the preservation of the Property as open space;

(k) All other uses and practices inconsistent with and significantly detrimental to the preservation of the Property as agricultural open space.

2. The following uses and practices, though not an exhaustive recital of consistent uses and practices, are consistent with the preservation of the Property as agricultural open space and are hereby expressly permitted, provided that each such use or practice is effected in a manner that is not inconsistent with the purpose of the Use Restrictions and that each such use or practice shall neither significantly impair the public's view of and over the Property nor, in general, result in significant injury to or the destruction of the agricultural open space conservation value of the Property:

(a) To plant and maintain native trees and bushes and grasses to protect, preserve and enhance the aesthetic and agricultural open space values of the Property;

(b) To hunt or trap animals as permitted by state law.

(c) To remove such trees and other flora as are reasonably determined to be hazardous to the uses and practices herein reserved;

(d) To build, maintain and repair observation blinds and towers, trails, cattle guards or other fencing reasonably appropriate for wildlife and agricultural protection purposes, for the protection of natural and planted vegetation, observation blinds and towers, trails, cattle guards or other fencing as may reasonably be required to preserve the Property in its present condition;

(e) To engage in grazing and other agricultural activities;

(f) To use the Property for educational and recreational purposes consistent with the preservation of the Property as agricultural open space;

(g) To use the Property for commercial or noncommercial photography consistent with the preservation of the Property as agricultural open space;

(h) To construct, use and maintain natural and man-made ponds, including ponds used for the storage of treated effluent to the extent authorized or required by applicable governmental entities;

(i) To construct and maintain utility lines running through the Property, and the incidental use of vehicles required to maintain the Property and such utility lines;

(j) To install signs relating to the use or limitations on use applicable to the Property, directional and regulatory signs relating to the Property and signs of an informational or educational nature relating to the Property and the preservation of the Property as agricultural open space.

3. With the agreement and understanding that, in the event the Use Restrictions shall, in any respect, as reasonably determined by any of the owners of the Benefited Property, fail to be performed or complied with, the owners of the Benefited Property may not have an adequate remedy at law for the breach or threatened breach thereof, any of the owners of the Benefited Property may (a) take or cause to be taken such actions as may be necessary or appropriate to satisfy any such covenants, agreements, conditions, and/or obligations, and/or (b) file a suit in equity to enjoin the breach or threatened breach of the Use Restrictions, as the case may be, and/or for specific performance thereof.

4. The covenants, terms, conditions, and restrictions of this Declaration shall continue as a servitude running in perpetuity with the Property. All restrictions, rights, conditions and covenants in this Declaration shall run with and bind the Property as covenants running with the land and shall inure with and burden the Property and shall be binding on the Property and any persons having or acquiring any interest in the Property, for the benefit of the Property and other persons having or acquiring any interest in the Property. Further, this Declaration and the restrictions created hereby shall inure to and be binding upon all occupants, tenants, licensees and invitees of the Property, and upon any person acquiring the Property, or any part thereof or any interest therein, whether voluntarily, involuntarily, by operation of law or otherwise. The owner(s) of the Property, including, without limitation, any owner or lien holder, who acquires any interest in the Property, by foreclosure, trustee's sale or otherwise, shall be liable for all obligations arising under this Declaration with respect to the Property after the date of sale and conveyance of title.

5. In the event of any legal action or proceeding in any way connected with this Declaration, the prevailing party in any such action or proceeding (in addition to any other relief which may be granted, whether legal or equitable), shall be entitled to recover from the losing party in any such action or proceeding its reasonable costs and attorneys' fees (including, without limitation, its reasonable costs and attorneys' fees on any appeal). All such costs and attorneys'

fees shall be deemed to have accrued on commencement of any legal action or proceeding and shall be enforceable whether or not such legal action or proceeding is prosecuted to judgment.

6. Failure to enforce any provision of this Declaration does not waive the right to enforce that provision, or any other provision of this Declaration.

7. All notices given pursuant to this Declaration shall be in writing and shall be given by personal service (received), by United States mail or by United States express mail or other established express delivery service (such as Federal Express), postage or delivery charge prepaid, return receipt requested.

8. The provisions of this Declaration are independent and severable. A determination of invalidity or partial invalidity or unenforceability of any one provision of this Declaration by a court of competent jurisdiction does not affect the validity or enforceability of any other provisions of this Declaration.

9. The Use Restrictions specified herein shall be subject to no prior liens, restrictions or encumbrances, except general real property taxes and assessments not yet due and payable. In the event that any liens or encumbrances shall hereafter accrue against the Property, the lien or indebtedness evidenced by any such liens shall be subordinate to the Use Restrictions specified herein.

IN WITNESS WHEREOF, the undersigned have caused this Declaration and Notice to be executed as of the date first written above.

EXHIBIT A

LEGAL DESCRIPTION

All of Parcel C, Trail Ridge Subdivision (Tax Identification # TR5-C), according to the official plat thereof on file with the Office of the Recorder, Summit County, Utah, as entry number 1217427, in Book 2B13 beginning at Page 445.

Trail Ridge Subdivision
 Located in Sections 21 & 22, Township 1 North, Range 5 East, Salt Lake Base & Meridian
 Township, Summit County, Utah

LEGEND

RECORDING CERTIFICATE

BOUNDARY DESCRIPTION

UNIFORM LEGAL DESCRIPTION

ACKNOWLEDGMENT

COUNTY RECORDER Approved and recorded by the Summit County Recorder on _____ day of _____, 20____ SHEILA KERRICK, RECORDER	BOZEMAN POWER Approved and recorded by the Summit County Engineering Department on _____ day of _____, 20____ COUNTY ENGINEER	DIAMPHEN ENERGY Approved and recorded by the Summit County Department of Health on _____ day of _____, 20____ BY	ZONING BODY APPROVAL AND ACCEPTANCE Approved and recorded by the Summit County Department of Planning on _____ day of _____, 20____ BY	WORTHINGTON FIRE DISTRICT Approved and recorded by the Summit County Fire District on _____ day of _____, 20____ BY	SUMMIT COUNTY WATER CONSERVANCY SERVICE DISTRICT APPROVAL & ACCEPTANCE Approved and recorded by the Summit County Water Conservancy Service District on _____ day of _____, 20____ BY
PREPARED BY: HIGH MOUNTAIN SURVEYING, LLC P.O. Box 488 100 South Provo Street Provo, Utah 84601 801-733-0000	COUNTY ENGINEER Approved and recorded by the Summit County Engineering Department on _____ day of _____, 20____ COUNTY ENGINEER	SUMMIT COUNTY HEALTH Approved and recorded by the Summit County Department of Health on _____ day of _____, 20____ BY	PUBLIC SAFETY AND FIRE DISTRICT APPROVAL Approved and recorded by the Summit County Department of Planning on _____ day of _____, 20____ BY	APPROVED AS TO FORM Approved as to form by _____ day of _____, 20____ COUNTY ATTORNEY	STATE OF UTAH Approved and recorded by the Summit County Recorder on _____ day of _____, 20____ COUNTY RECORDER

TRAIL RIDGE SUBDIVISION

Located in the Sections 21 & 22, Township 1 North, Range 5 East, Salt Lake Base & Meridian Wenship, Summit County, Utah

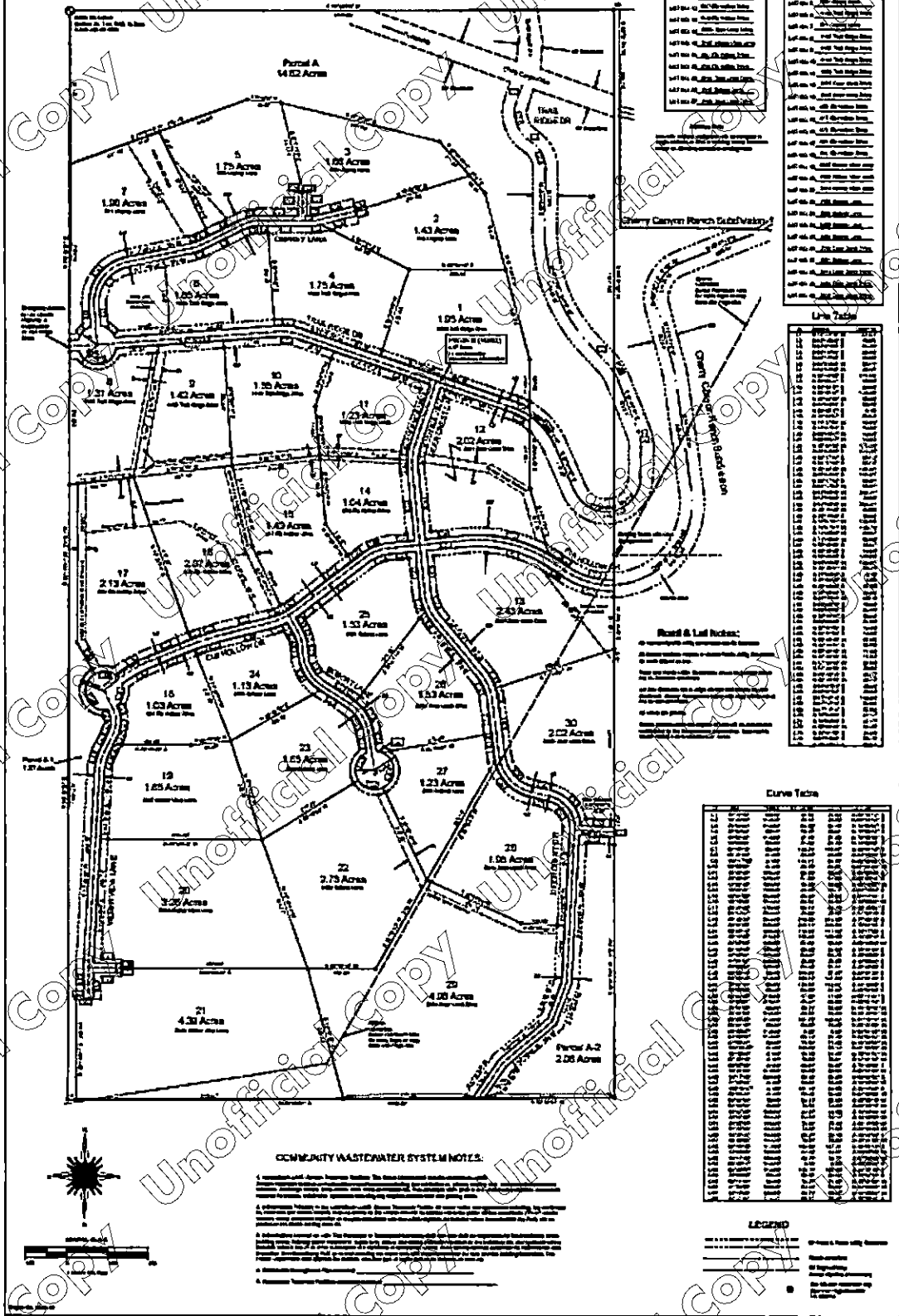


EXHIBIT A

LEGAL DESCRIPTION OF PROJECT

Lots 1 through 30 of TRAIL RIDGE SUBDIVISION, according to the official plat on file in the office of the Summit County Recorder.

(Parcel Numbers for individual lots not yet assigned)

More particularly described as:

A portion of land located in Sections 22 & 21, Township 1 North, Range 5 East, Salt Lake Base and Meridian and having a Basis of Bearing taken as North 89°49'27" East between the North 1/4 Corner and the Northeast Corner of said Section 21, described as follows:

Beginning at the North 1/4 Corner of Section 21, Township 1 North, Range 5 East, Salt Lake Base and Meridian, and running thence North 89°49'09" East 1328.85 feet along the section line to the northwest corner of the Cherry Canyon Ranch Subdivision; thence South 00°01'23" East 1317.56 feet along the westerly line of Cherry Canyon Ranch Subdivision to a rebar with cap stamped B&W; thence South 00°01'35" West 1317.90 feet to the east-west 1/4 section line; thence North 89°40'41" East 1336.86 feet to the West 1/4 Corner of Section 22; thence North 88°57'47" East 1255.58 feet along the east-west 1/4 section line of Section 22; thence North 00°46'45" West 1317.26 feet along the 1/16 line to a rebar with cap stamped Epic Engineering; thence North 88°54'18" East 1240.72 feet along the 1/16 line; thence North 01°25'31" West 1318.54 feet along the north-south 1/4 section line to the North 1/4 Corner of Section 22; thence North 88°49'56" East 1225.82 feet along the section line; thence South 01°28'35" East 1319.95 feet along the 1/16 line; thence South 88°53'52" West 660.00 feet along the 1/16 line; thence South 01°28'35" East 660.00 feet; thence North 88°53'52" East 660.00 feet; thence South 01°28'35" East 659.95 feet along the 1/16 line; thence South 02°38'09" East 1308.76 feet along the 1/16 line; thence South 88°35'17" West 1255.81 feet along the 1/16 line; thence South 88°55'05" West 1271.36 feet along the 1/16 line; thence South 88°55'05" West 1271.36 feet along the 1/16 line to the westerly line of Section 22; thence South 89°37'46" West 1339.51 feet along the 1/16 line; thence North 00°03'40" East 1319.81 feet along the 1/16 line to the east-west 1/4 section line of Section 21; thence South 89°40'41" West 1336.86 feet along said line; thence North 0°10'31" East 2638.78 feet along the north-south 1/4 section line to the point of beginning.

Excluding therefrom Parcels A, A-1, A-2, C & D.

PARCEL 4:

BEGINNING AT A POINT NORTH 88*49'56" EAST 1225.82 FEET ALONG THE SECTION LINE AND SOUTH 1*28'35" EAST 1319.95 FEET ALONG THE 1/16 LINE FROM THE NORTH 1/4 CORNER OF SECTION 22, TOWNSHIP 1 NORTH, RANGE 5 EAST, SALT LAKE BASE AND MERIDIAN, AND RUNNING THENCE SOUTH 01*28'35" EAST 660.00 FEET ALONG THE 1/16 LINE; THENCE SOUTH 88*53'52" WEST 660.00 FEET ALONG THE 1/16 LINE; THENCE NORTH 01*28'35" WEST 660.00 FEET; THENCE NORTH 88*53'52" EAST 660.00 FEET ALONG THE 1/16 LINE TO THE POINT OF BEGINNING. CONT 10.00 AC

PARCEL NUMBER: NS-230-G