

WHEN RECORDED RETURN TO:

Bountiful Utah Regulatory Office
Attention: _____
533 West 2600 South, Suite 150
Bountiful UT 84010-7744

THIS SPACE FOR RECORDER'S USE ONLY

12-115-0148 + 12-115-0153 **DECLARATION OF RESTRICTIONS**

THIS DECLARATION OF RESTRICTIONS is made as of January 28, 2021, by Castle Creek Homes, a Utah (for example) Limited Liability Partnership ("Declarant").

WHEREAS, Declarant is the owner of certain real property located in the City of Syracuse, County of Davis, Utah, described in Exhibit "A" attached hereto and incorporated hereby by this reference (hereinafter "Preserve Area"); and

WHEREAS, Declarant intends to develop and protect the above described property as wildlife habitat and a wetland preserve area, to be so held in perpetuity subject to restrictions in accordance with the provisions of the Section 404 Permit #SPK-2017-00572 (Exhibit C) (hereinafter "Permit") issued to Declarant by the U.S. Army Corps of Engineers (hereinafter "Corps") and the Village @ The Bluff Open Space Operations and Management Plan (Exhibit D) (hereinafter "The Plan");

WHEREAS, this Declaration of Restrictions is intended to implement the provisions of the Permit requiring a binding covenant running with the land, but shall not be construed to impose restrictions in addition to those provided for in the Permit; and

WHEREAS, the Preserve Area consists of both jurisdictional wetland features and associated natural upland areas;

WHEREAS, the Declaration will benefit all parties to the Declaration in that it will assist in preserving and maintaining the drainage and wildlife habitat in the Preserve Area;

NOW THEREFORE, Declarant declares as follows:

1. Covenant Running with Land. In consideration of the foregoing benefits flowing to all parties; in consideration of the benefits obtained by the Declarant from the Permit, and other valuable consideration, the receipt and adequacy of which is hereby acknowledged, the Declarant does hereby covenant and agree to restrict, and does by this instrument intend to restrict, the future use of the Preserve Area as set forth below, by the establishment of this Covenant running with the land.

2. Restrictions Concerning the Preserve Area. The wetland areas created, restored, enhanced or preserved as compensatory mitigation, including any required upland buffer areas, for work authorized by Department of the Army Permit No. SPK-2017-00572 shall not be made the subject of a future application for a Department of the Army General or Individual permit for fill or other development except for the purpose of enhancing or restoring the mitigation associated with this project. No person shall engage in any of the following restricted activities in the Preserve Area except for those actions necessary to accomplish preservation, maintenance, repair, fire prevention, or enhancement as has been, or in the future is, authorized by the Corps consistent with the Permit and The Plan:

- (a) No discharge of any dredged or fill material shall be done or permitted within the Preserve Area or any portion of such area except as consistent with the terms and conditions of the Permit;
- (b) No materials or debris shall be stored or placed (whether temporarily or permanently) within the Preserve Area or any portion of such area without prior written approval by the Corps;
- (c) No plowing or cultivation of the Preserve Area or any portion of such area and no destruction or removal of any natural tree, shrub or other vegetation that exists upon the Preserve Area shall be done or permitted by the Declarant or its successors and assigns to the Preserve Area, except for the purpose of thatch management or the removal/management of newly introduced noxious or dangerous plants as necessary to maintain the Preserve Area;
- (d) No discharge, dumping, disposal, storage or placement of any trash, refuse, rubbish, grass clippings, cuttings or other waste materials within the Preserve Area or any portion of such area shall be done or permitted;
- (e) No leveling, grading or landscaping within the Preserve Area or any portion of such area shall be done or permitted without prior Corps written approval;
- (f) No destruction or removal of any natural tree, shrub or other vegetation that exists upon the Preserve Area shall be done or permitted except by the Declarant or its successors and assigns to the Preserve Area for the purposes of thatch management or the removal of noxious or dangerous plants as necessary to maintain the Preserve Area;
- (g) No motorized vehicles shall be ridden, brought, used or permitted on any portion of the Preserve Area, except as provided for in (a), (c), (e) and (f) above or with prior written approval by the Corps;
- (h) No roads, utility lines, trails, benches, equipment storage, or other structures or activities shall occur within the Preserve Area without prior written approval by the Corps.
- (i) No grazing of animals is allowed.
- (j) No surface runoff (other than naturally occurring surface runoff) from any surrounding development shall be allowed to flow onto the protected area under normal conditions.
- (k) No storm water shall be allowed to discharge within the protected area other than naturally occurring storm water discharge.

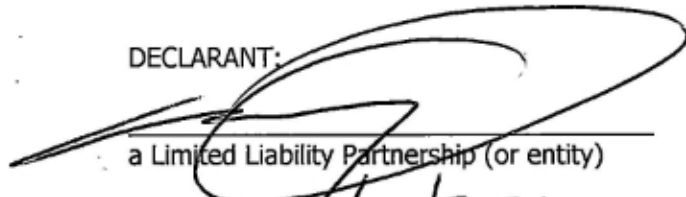
3. Not An Offer to Dedicate: No Rights of Public Use. The provisions of this Declaration of Restrictions do not constitute an offer for public use. This instrument does not constitute an irrevocable offer to dedicate.

4. Successors and Assign Bound. Declarant hereby agrees and acknowledges that the Preserve Area shall be held, sold, conveyed, owned and used subject to the applicable terms, conditions and obligations imposed by this Agreement relating to the use, repair, maintenance and/or improvement of the Preserve Area, and matters incidental thereto. Such terms, conditions and obligations are a burden and restriction on the use of the Preserve Area, as applicable.

The provisions of this Agreement shall (subject to the limitations contained in this Agreement and without modifying the provisions of this Agreement) be enforceable as equitable servitudes and conditions, restrictions and covenants running with the land, and shall be binding on the Declarant and upon each and all of its respective heirs, devisees, successors, and assigns, officers, directors, employees, agents, representatives, executors, trustees, successor trustees, beneficiaries and administrators, and upon future owners of the Preserve Area and each of them.

5. Severability. The provisions of the Declaration are severable and the violation of any of the provisions of this Declaration by a Court shall not affect any of the other provisions which shall remain in full force and effect.

DECLARANT:


a Limited Liability Partnership (or entity)
Date: 1/28/2021
By: Mike Schultz
Its owner

STATE OF UTAH

County of Weber

On January 28, 2021, before me, ~~Mike Schultz~~ ^{on} Joni Nielsen, Notary Public
Date Name and Title of Officer (e.g., "Jane Doe, Notary Public")

Personally appeared Mike Schultz
Name(s) of Signer(s)

personally known to me
 proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



Place Notary Seal Above

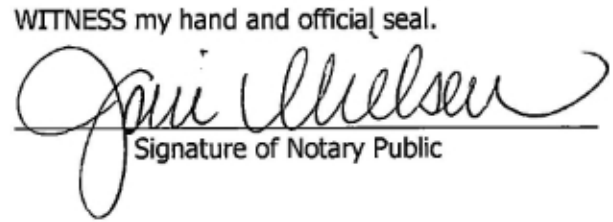
WITNESS my hand and official seal.

Signature of Notary Public

EXHIBIT A – LEGAL DESCRIPTION OF "PRESERVE AREA"

EXHIBIT B – MAP OF "PRESERVE AREA"

EXHIBIT C – SECTION 404 PERMIT NO. SPK-2017-00572

**EXHIBIT D -- Village @ The Bluff OPEN SPACE OPERATIONS AND
MANAGEMENT PLAN FOR "PRESERVE AREA"**



2-3-2021

WETLANDS LEGAL DESCRIPTIONS

PART OF THE NORTHWEST QUARTER OF SECTION 22, TOWNSHIP 4 NORTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN, U.S. SURVEY, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT, SAID POINT BEING S00°11'36"W ALONG THE SECTION LINE, 1887.60 FEET AND S89°48'24"E 1326.01 FEET FROM THE NORTHWEST CORNER OF SAID SECTION 22; THENCE N83°03'30"E 18.39 FEET; THENCE S38°13'44"E 25.54 FEET; THENCE S84°05'10"E 63.99 FEET; THENCE S07°47'21"E 61.84 FEET; THENCE S80°36'58"E 53.43 FEET; THENCE S37°06'15"E 45.35 FEET; THENCE N40°32'56"E 40.44 FEET; THENCE S89°22'20"E 30.02 FEET; THENCE S11°21'11"E 46.82 FEET; THENCE S57°59'17"E 47.00 FEET; THENCE S02°35'50"W 31.09 FEET; THENCE S45°02'27"W 35.18 FEET; THENCE S85°24'43"W 37.35 FEET; THENCE S53°25'34"W 17.73 FEET; THENCE S02°08'13"W 11.13 FEET; THENCE S34°57'08"E 28.69 FEET; THENCE S22°05'43"W 29.35 FEET; THENCE N55°11'12"W 39.50 FEET; THENCE N88°51'48"W 23.59 FEET; THENCE S53°47'28"W 31.26 FEET; THENCE S26°54'44"W 50.31 FEET; THENCE S02°35'02"E 26.90 FEET; THENCE S34°37'05"E 57.54 FEET; THENCE S54°47'25"W 30.36 FEET; THENCE S21°04'44"W 29.76 FEET; THENCE S79°41'17"W 20.44 FEET; THENCE N63°08'14"W 33.33 FEET; THENCE S79°29'49"W 19.29 FEET; THENCE S55°16'25"W 35.45 FEET; THENCE S64°44'55"W 15.15 FEET; THENCE N00°01'47"E 393.65 FEET; THENCE S89°54'58"W 1.97 FEET; THENCE N00°11'33"E 87.24 FEET TO THE POINT OF BEGINNING.

CONTAINING 77580 S.F. OR 1.781 ACRES

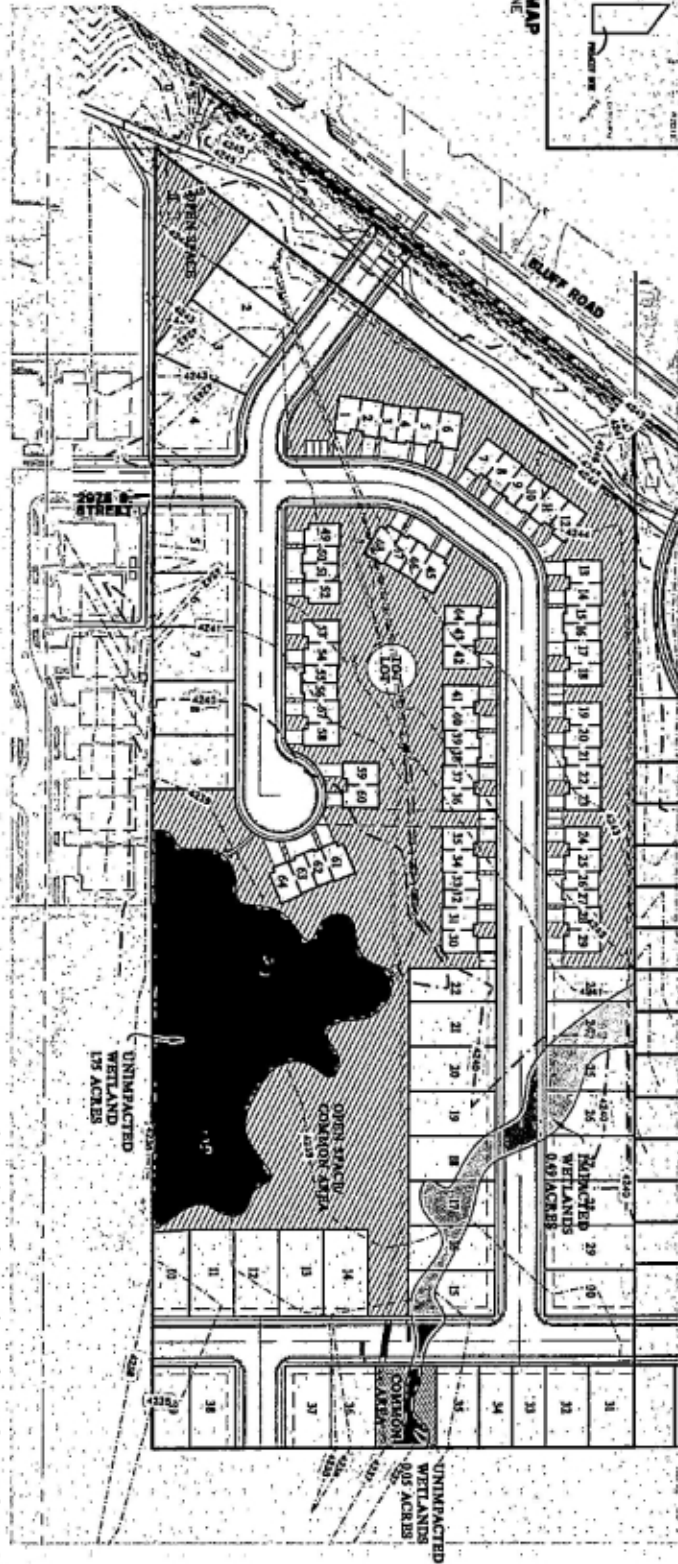
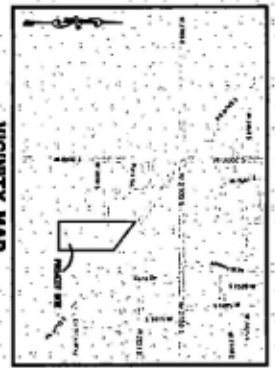
TOGETHER WITH:

PART OF THE NORTHWEST QUARTER OF SECTION 22, TOWNSHIP 4 NORTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN, U.S. SURVEY, DESCRIBED AS FOLLOWS:

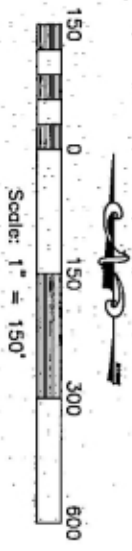
BEGINNING AT A POINT, SAID POINT BEING S00°11'36"W ALONG THE SECTION LINE, 2531.50 FEET AND S89°48'24"E 1640.41 FEET FROM THE NORTHWEST CORNER OF SAID SECTION 22; THENCE N89°53'51"E 14.83 FEET; THENCE S04°56'12"W 16.90 FEET; THENCE S16°28'43"W 31.67 FEET; THENCE S16°15'32"E 14.73 FEET; THENCE S39°57'28"E 25.83 FEET; THENCE S15°39'27"W 19.58 FEET; THENCE S89°53'47"W 43.74 FEET; THENCE N27°49'43"E 29.59 FEET; THENCE N03°47'03"E 48.47 FEET; THENCE N15°08'13"E 26.44 FEET TO THE POINT OF BEGINNING.

CONTAINING 2,299 SQUARE FEET OR 0.053 ACRES MORE OR LESS.

Solutions You Can Build On™



- Legend**
- UNIMPACTED WETLANDS
1.0 ACRES
 - ▨ IMPACTED WETLANDS
0.69 ACRES
 - ▨ CORPORA AREA



Village at The Bluff

Snydora City, Davis County, Utah

Site Information

PART OF THE NW 1/4 OF SECTION 22, T4N,
R2W, S12E & M. U.S. SURVEY
SNYDORA CITY, DAVIS COUNTY, UTAH

TOTAL WETLANDS	99,597 S.F.	2.29 ACRES
UNIMPACTED WETLANDS	78,327 S.F.	1.80 ACRES
IMPACTED WETLANDS	21,240 S.F.	0.49 ACRES

Developer Contact:
Kiva Basilean
7721 S. 1750 E.
South Weber, UT 84405
(801) 945-6735

THIS PLAN AND SPECIFICATIONS ARE THE PROPERTY OF REEVE & ASSOCIATES, INC. SINCE 1958, REEVE & ASSOCIATES, INC. HAS BEEN PROVIDING PROFESSIONAL ENGINEERING, ARCHITECTURAL, AND LANDSCAPE ARCHITECTURE SERVICES TO THE COMMUNITY OF UTAH. REEVE & ASSOCIATES, INC. IS AN EQUAL OPPORTUNITY EMPLOYER. ALL RIGHTS RESERVED. NO PART OF THIS DOCUMENT IS TO BE REPRODUCED OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, ELECTRONIC OR MECHANICAL, INCLUDING PHOTOCOPYING, RECORDING, OR BY ANY INFORMATION STORAGE AND RETRIEVAL SYSTEM, WITHOUT PERMISSION IN WRITING FROM REEVE & ASSOCIATES, INC.

Exhibit B

**Village At The Bluff
Wetland Delineation**
CITY, COUNTY, UTAH

Wetland Delineation Survey



Reeve & Associates, Inc.
5110 SOUTH 1500 WEST, MIDWALDE, UTAH 84405
TEL: (801) 621-3100 FAX: (801) 621-2558 www.reeve-associates.com
LAND PLANNERS • CIVIL ENGINEERS • LAND SURVEYORS
STATE ENGINEERS • SURVEYING ENGINEERS • LICENSED ARCHITECTS

Project Info:

Engineer: JEREMY A. DWYER
Drafted: N. BERKUN
Begin Date: JULY 2020
Name: VILLAGE AT THE BLUFF
WETLAND DELINEATION
Number: 6133-01

Sheet	1
Sheets	1



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

January 12, 2021

Regulatory Division (SPK-2017-00572)

Castle Rock Homes
Attn: Mr. Michael Bastian
1798 West 51510 South
Roy, Utah 84067
mike.bastian00@gmail.com

Dear Mr. Bastian:

We are responding to your August 31, 2020, pre-construction notification for a Department of the Army (DA) permit for the Castle Creek Homes project. The approximately 19.03-acre project site is located at approximately 2940 South Bluff Road, Latitude 41.0696°, Longitude -112.0588°, Syracuse, Davis County, Utah (enclosure 1).

Based on the information you provided to this office, the Castle Creek Homes project involves the discharge of dredged and/or fill material into 0.49 acre of waters of the United States for the construction of a residential subdivision to include 103 units. The development would be a combination of 39 individual lots for single-family dwellings along with 64 townhome units with associated roads and infrastructure necessary to support the subdivision and to connect to existing infrastructure. These activities will result in permanent effects, including the permanent loss of 0.49 acre of freshwater wet meadow wetlands. A total of 1.8 acres of wetlands would remain undisturbed on site to be designated as open space. The proposed activities would be conducted in accordance with the Village at the Bluff Wetland Delineation Survey plans, dated July 2020 (enclosure 2).

We have determined that activities in waters of the United States associated with the project are authorized by Nationwide Permit (NWP) 29 – *Residential Developments*. You must comply with all terms and conditions of the NWP and applicable regional conditions. Enclosed is information about the NWP terms and conditions (enclosure 3) and Sacramento District regional conditions for Utah (enclosure 4). In addition, your work must comply with the following special conditions:

1. To compensate for the loss of 0.49 acre of freshwater wet meadow wetlands, you shall purchase 0.98 freshwater wet meadow wetlands credits at the Machine Lake Mitigation Bank. Evidence of this purchase shall be provided to this office prior to initiation of construction activities in waters of the United States authorized by this permit.

2. You shall record permanent U.S. Army Corps of Engineers Deed Restrictions (enclosure 5) maintaining the wetland avoidance areas as wetland preserve in perpetuity.

3. You shall provide copies of the recorded deed restriction to the U.S. Army Corps of Engineers no later than 15 days prior to the start of construction of any of the activities authorized by this permit.

4. You shall comply with all terms and conditions of the March 9, 2017, State of Utah, Section 401 Water Quality Certification (enclosure 6).

5. At least 10 days prior to initiation of construction activities in waters of the United States authorized by this verification, you shall notify this office in writing of the anticipated start date for the work. No later than 10 calendar days following completion of construction activities in waters of the United States authorized by this verification, you shall notify this office in writing that construction activities have been completed.

6. Prior to commencement of construction activities in waters of the United States authorized by this verification, you shall clearly identify the limits of disturbance in the field with highly visible markers (e.g. construction fencing, flagging, silt barriers, etc.). You shall maintain such identification properly until construction is completed and the soils have been stabilized. You are prohibited from any activity (e.g. equipment usage or materials storage) that impacts waters of the United States outside of the permit limits.

7. In order to prevent drainage of groundwater in the area, trench breaks/plugs shall be constructed of an impermeable material such as clay, bentonite or concrete around the utility lines and all dwellings shall be constructed utilizing slab-on-grade practices.

8. Within 30 days following construction activities, you shall submit post-construction photographs of the project site, showing the work conducted, to the Corps. The camera positions and view angles of post-construction photographs shall be identified on a map, aerial photo, or project drawing. Construction locations shall include all major project features and waters of the United States.

9. Within 30 days after completion of the authorized work, you must sign the enclosed Compliance Certification (enclosure 7) and return it to this office with the information required by Sacramento District Regional Condition C(9) for Utah.

This verification is valid until March 18, 2022, when the existing NWP's are scheduled to be modified, reissued, or revoked. Furthermore, if you commence or are under contract to commence this activity before the date the NWP is modified, reissued, or revoked, you

will have 12 months from the date of the modification, reissuance or revocation to complete the activity under the present terms and conditions. Failure to comply with the general and regional conditions of this NWP, or the project-specific special conditions of this authorization, may result in the suspension or revocation of your authorization.

We would appreciate your feedback on this permit action including your interaction with our staff and processes. For more information about our program or to complete our Regulatory Program national customer service survey, visit our website at www.spk.usace.army.mil/Missions/Regulatory.aspx.

Please refer to identification number SPK-2017-00572 in any correspondence concerning this project. If you have any questions, please contact me at 533 West 2600 South, Suite 150, Bountiful, Utah 84010, by email at Nicole.D.Fresard@usace.army.mil, or telephone at (801) 295-8380, extension 8321.

Sincerely,



Nicole Fresard
Senior Project Manager
Nevada-Utah Section

Enclosures

cc:
Mr. Tom Hopkins (thopkins45@outlook.com)

OPEN SPACE OPERATIONS AND MANAGEMENT PLAN FOR
VILLAGE @ THE BLUFF

INTRODUCTION

Village @ The Bluff is a 103 lot subdivision consisting of 64 townhomes and 39 single family lots located at approximately 2940 South Bluff Road, Syracuse, UT.

Village @ The Bluff is situated on approximately 18.47-acres of currently undisturbed agricultural land that has historically been used for livestock pasture.

Approximately 2.29-acres of regulated wetlands are present on the Village @ The Bluff project area. Village @ The Bluff received approval from the U.S. Army Corps of Engineers (ACOE) to place fill material into .49-acres of jurisdictional wetlands deemed Waters of the United States (WOUS) according to the Clean Water Act, 1974 . This approval from the ACOE is authorized by Nationwide Permit (NWP) 29 – Residential Developments. No. SPK-2017-00572 issued by the ACOE.

The remaining approximately 1.8-acres of regulated wetlands will remain undisturbed and be encumbered by a Perpetual Conservation and Maintenance Easement (Easement) granted by Castle Creek Homes to the Grantee, Village @ The Bluff Homeowners Association.

PURPOSE

The purpose of this Open Space Management Plan (Plan) to provide a mechanism, whereby the conservation values identified in the 1.8-acres will be maintained in perpetuity. This plan will also provide information to the Grantee to assist them in complying with the conditions established in the Easement.

OPEN SPACE OPERATIONS AND MANAGEMENT PLAN FOR
VILLAGE @ THE BLUFF

This Plan is a supplement to the Easement.

OPEN SPACE MANAGEMENT PLAN SPECIFICATIONS

Noxious and Invasive Plant Species

Utah Rule R68-9 Utah Noxious Weed Act effective October 1, 2019 designates five classes of weeds in the State as noxious. The five classes are classified according to Early Detection Rapid Response (EDRR). EDRR is "defined as a coordinated set of actions to find and eradicate potential invasive species in a specific location before they spread and cause harm." (<https://www.usgs.gov/ecosystems/invasive-species-program/science/early-detection-and-rapid-response>)

The EDRR classification sets the criteria for response actions to manage or eradicate the species of concern. The five EDRR classifications are: Class 1A (EDRR Watch List), Class 1B (EDRR), Class 2 (Control), Class 3 (Containment), and Class 4 (Prohibited for sale or propagation).

Management of Noxious and/or Invasive Plants

Management of noxious and/or invasive plants will likely be a significant challenge to the Grantee. Without an aggressive management strategy for the Preserve, there is a strong likelihood the area could be compromised with noxious and/or invasive plant species out competing the native plants present on Preserve.

The following conditions will be implemented, when recommendations from Monitoring Biologist, based on annual site inspections indicate conditions are present to implement noxious and/or invasive plant management:

OPEN SPACE OPERATIONS AND MANAGEMENT PLAN FOR
VILLAGE @ THE BLUFF

- Per criteria in Easement the use of pesticides and/or herbicides is prohibited;
- Management of identified plants will be accomplished using manual removal techniques;
- Management activities should be performed in the spring season at a time before the plants are flowering. Doing so will provide the highest success rate to reduce plant propagation;
- Use of mechanical tools, such as “weed eater” is allowable;
- Use of any wheeled, mechanical tool is prohibited without approval of Monitoring Biologist and/or ACOE;
- Using published lists as a reference, plants identified on the list(s) are to be targeted for management. The following is a link to the “State of Utah Noxious Weed List.”
<https://ag.utah.gov/farmers/plants-industry/noxious-weed-control-resources/state-ofutah-noxious-weed-list/>
- This link is for a listing of noxious and invasive plants in Utah and can be used as a reference:
<http://www.utahweed.org/weeds.htm>

Structures and Improvements

- There are currently no structures or other devices present on the Preserve Area;
- No Structures or Improvements shall take place in the Preserve Area.

Domestic Animals

- The Preserve area will not be used as an off-leash area for domestic animals, such as dogs;
- No training of dogs is permitted in the Preserve Area;
- Waste products deposited on the Preserve are the responsibility of the animal’s owner for cleanup and proper disposal.

OPEN SPACE OPERATIONS AND MANAGEMENT PLAN FOR
VILLAGE @ THE BLUFF

Inspections and Reporting

- The Preserve will be inspected annually between March 1 and June 30 by the Monitoring Biologist;
- The Monitoring Biologist will perform initial vegetation inspection of the Preserve noting native communities and noxious/invasive weed communities;
- The Monitoring Biologist will also inspect the Preserve for overall compliance with the terms of the Easement with respect to litter and evidence of use by domestic animals such as dogs.
- The Preserve Manager/Grantee will note general site conditions with respect to litter, along with additional items noted.
- The Monitoring Biologist will draft a report within 30-days of inspection and deliver it to the Preserve Manager/Grantee; the purposes of determining whether the Areas continue to be sustainable as wetlands and to be in compliance with terms of the Nationwide Permit issued by the U.S. Army Corps of Engineers.