

AT 1-800-366-8532.

QUESTAR GAS COMPANY

DAY OF + ebricary 12

## NEWPARK PARCEL P SUBDIVISION PLAT NOTES: 1814, PAGE 1035-1063 IN THE OFFICE OF THE SUMMIT COUNTY RECORDER, AS AMENDED FROM TIME TO TIME ("MASTER COVENANTS"), WHICH SHALL ENCUMBER ALL OF NEWPARK TOWN CENTER.

1. THIS PLAT IS APPROVED SUBJECT TO THE CONDITIONS CONTAINED IN THE NEWPARK MASTER DEVELOPMENT PARCEL PLAT, DATED APRIL 14, 2004, AND RECORDED AS ENTRY NO. 654674.

2. THIS PLAT IS SUBJECT TO THE FOURTH AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS OF NEWPARK OWNERS ASSOCIATION ("MASTER ASSOCIATION") RECORDED IN BOOK

3. ALL COMMON AREAS ARE SUBJECT TO A NON-EXCLUSIVE PUBLIC AND PRIVATE UTILITY AND DRAINAGE EASEMENT FOR THE PURPOSE OF PROVIDING ACCESS FOR UTILITY INSTALLATION, USE, MAINTENANCE AND

4. THE COMMON AREA INCLUDES ALL REAL PROPERTY AND IMPROVEMENTS WITHIN THE PROJECT, OTHER THAN PARCELS OWNED BY THIRD PARTIES IN FEE OPEN SPACE, PUBLIC RIGHTS OF WAYS, LIMITED COMMON AREAS AND BUILDINGS. THE COMMON AREA INCLUDES, WITHOUT LIMITATION, ALL LANDSCAPED AREAS, PRIVATE ROADWAYS, WALKWAYS OR PEDESTRIAN CORRIDORS, PARKING AREAS, PLAZAS, ETC. OWNED OR MAINTAINED THRU EASEMENT BY THE NEWPARK OWNERS ASSOCIATION FOR THE COMMON USE AND ENJOYMENT OF ALL OWNERS, UNLESS SPECIFICALLY LIMITED BY RECORDED DOCUMENTS.

THE MASTER ASSOCIATION SHALL, PURSUANT TO THE MASTER DECLARATION, MAINTAIN, REPAIR AND REPLACE ALL COMMON AREAS AND COMMON IMPROVEMENTS OF THE MASTER ASSOCIATION WITHIN NEWPARK TOWN CENTER THAT ARE CREATED PURSUANT TO THE MASTER DECLARATION AND RELATED PLAT(S), INCLUDING BUT NOT LIMITED TO PEDESTRIAN CORRIDORS, PRIVATE ROADWAYS, LANDSCAPE, PARKING AREAS, UTILITY INFRASTRUCTURE AND OTHER COMMON FACILITIES. RESPONSIBILITY FOR THE COST OF MAINTAINING SUCH COMMON IMPROVEMENTS SHALL BE SHARED BY THE PARCEL OWNERS IN NEWPARK TOWN CENTER IN

6. THE MASTER ASSOCIATION IS GRANTED THE RIGHT TO REMOVE SNOW OVER ALL MASTER ASSOCIATION COMMON AREAS OF NEWPARK TOWN CENTER

7. NEWPARK TOWN CENTER IS DESIGNED WITH ZERO LOT LINES. BUILDINGS AND OTHER IMPROVEMENTS MAY BE LOCATED ON THE PROPERTY LINE. ADJOINING BUILDINGS MAY HAVE A COMMON FOOTING, FOUNDATION, OR WALL, WHICH MAY BE CENTERED ALONG THE PROPERTY LINE.

8. PUBLIC TRANSPORTATION AND PARKING STRUCTURES ARE CONTEMPLATED IN THE NEWPARK TOWN CENTER. TO FACILITATE TRANSIT ORIENTED DEVELOPMENT GRANTS OR OTHER FORMS OF FINANCIAL ASSISTANCE FOR PUBLIC TRANSPORTATION AND/OR PARKING IMPROVEMENTS. THE MASTER ASSOCIATION MAY CONVEY EASEMENTS OR FEE TITLE TO COMMON AREAS WITHIN NEWPARK TOWN CENTER THAT ARE DESIGNATED FOR PARKING TO A PUBLIC AGENCY IN CONNECTION WITH SUCH GRANTS OR LOANS. ANY SUCH CONVEYANCE SHALL BE SUBJECT TO AN APPROPRIATE RESERVATION TO ADDRESS THE REASONABLE PARKING DEMANDS OF OWNERS, TENANTS AND GUESTS WITHIN THE NEWPARK TOWN CENTER

9. EACH PARCEL OF LAND IN NEWPARK TOWN CENTER IS ENTITLED TO UTILIZE ANY PUBLIC UTILITIES SERVING THAT PARCEL UPON THE APPROVAL OF THE UTILITY PROVIDER AND SUBJECT TO THE TERMS AND CONDITIONS OF SAID UTILITY PROVIDER, IN ACCORDANCE WITH THE RESTRICTIVE COVENANTS AND NEWPARK OWNERS' ASSOCIATION BYLAWS AND ARTICLES OF INCORPORATION.

10. A NON-EXCLUSIVE 20.00 FOOT WIDE PUBLIC UTILITY EASEMENT IS HEREBY DEDICATED ALONG ALL PUBLIC RIGHT OF WAYS, AND IS SUBJECT TO FOUNDATIONS AND STRUCTURES TO BE LOCATED WITHIN SAID

11. UTILITY PROVIDERS HAVE THE RIGHT TO INSTALL, OPERATE AND MAINTAIN THEIR EQUIPMENT AND OTHER RELATED FACILITIES ABOVE AND BELOW GROUND LEVEL WITHIN THE PUBLIC UTILITY EASEMENTS, AS MAY BE NECESSARY OR REASONABLE IN SERVING THE PARCELS, INCLUDING THE RIGHT OF ACCESS TO SUCH FACILITIES AND THE RIGHT TO REQUIRE REMOVAL OF ANY OBSTRUCTIONS, INCLUDING TREES AND VEGETATION THAT MAY BE PLACED WITHIN THE EASEMENT AT THE OWNER'S EXPENSE. EXCEPT AS DEPICTED ON THIS PLAT, NO PERMANENT STRUCTURES OR OBSTRUCTION MAY BE PLACED IN THE EASEMENTS THAT INTERFERE WITH THE USE OF THE EASEMENTS WITHOUT THE PRIOR WRITTEN APPROVAL OF THE AFFECTED UTILITY PROVIDER.

12. ALL PARCELS ARE SUBJECT TO PARK CITY FIRE SERVICE DISTRICT REVIEW AND REQUIREMENTS, INCLUDING STANDARDS FOR ACCESS AND WATER SUPPLY FOR FIRE PROTECTION AND FULL PAYMENT OF SUBSEQUENT IMPACT AND PERMIT FEES. AN ALL WEATHER FIRE DEPARTMENT ACCESS ROAD IS REQUIRED TO BE INSTALLED AND MADE SERVICEABLE PRIOR TO THE ISSUANCE OF A BUILDING PERMIT AUTHORIZING COMBUSTIBLE CONSTRUCTION. THE ALL WEATHER FIRE DEPARTMENT ACCESS ROAD IS TO BE MAINTAINED AT ALL TIMES DURING CONSTRUCTION. IF THE ALL WEATHER ACCESS ROAD IS NOT MAINTAINED, THE FIRE DISTRICT RESERVES THE RIGHT TO STOP WORK UNTIL REQUIRED ROADS ARE RE-OPENED. WATER SUPPLIES REQUIRED FOR FIRE PROTECTION ARE TO BE INSTALLED AND MADE SERVICEABLE PRIOR TO THE ISSUANCE OF A BUILDING PERMIT AUTHORIZING CONSTRUCTION OF COMBUSTIBLE IMPROVEMENTS. IF THE FIRE PROTECTION WATER SUPPLY IS NOT MAINTAINED, THE FIRE DISTRICT RESERVES THE RIGHT TO STOP WORK UNTIL THE REQUIRED WATER SUPPLY FOR FIRE PROTECTION IS PLACED BACK IN SERVICE. WATER SUPPLIES FOR FIRE PROTECTION MUST BE CLEARLY IDENTIFIED IN A MANNER TO PREVENT OBSTRUCTIONS. EACH WATER SUPPLY FOR FIRE PROTECTION MUST BE MARKED WITH AN APPROVED FLAG TO IDENTIFY ITS LOCATION DURING WINTER CONDITIONS. ROOFING MATERIALS MUST BE NON-COMBUSTIBLE AND APPROVED BY THE PCFSD. NO WOOD SHAKE ROOFING MATERIAL WILL BE PERMITTED.

13. SEWER SERVICE TO NEWPARK TOWN CENTER AND THIS PROJECT SHALL BE THROUGH THE SNYDERVILLE BASIN WATER RECLAMATION DISTRICT (SBWRD), AND MUST COMPLY WITH ITS RULES AND REGULATIONS. AT THE TIME OF ANY RESURFACING OF ASPHALT PAVEMENT WITHIN THE PUBLIC AND PRIVATE ROADS SHOWN HEREON, THE MASTER ASSOCIATION SHALL BE RESPONSIBLE TO RAISE SEWER MANHOLES TO GRADE ACCORDING TO SNYDERVILLE BASIN WATER RECLAMATION STANDARDS

14. WATER SERVICES TO NEWPARK TOWN CENTER AND THIS PROJECT SHALL BE THROUGH THE MOUNTAIN REGIONAL WATER SPECIAL SERVICE DISTRICT (MRWSSD), AND MUST COMPLY WITH ITS RULES AND

15. IN ACCORDANCE WITH PLAT NOTE 17 OF THE MASTER DEVELOPMENT PARCEL PLAT, THE FOLLOWING DENSITY HAS BEEN PLATTED OR CONSTRUCTED TO DATE: THE BUILDING PLAN ON PARCEL P INCLUDES 62,091

BUILDING DENSITY	RETAIL / COMMERCIAL	RESIDENTIAL	OFFICE	INSTITUTIONAL	ALLOCATION FOR FUTURE DEVELOPMENT
PREVIOUS PLATS	164,557	228,750	93,075	121,880	
LOT P-1 (AMENDED PARCEL P)		e	62,091		
LOT P-2 (AMENDED PARCEL P)		2			29,250
TOTAL PLATTED TO DATE: 699,603 TOTAL REMAINING DENSITY: 119,757					

16. THE REAL PROPERTY LOCATED GENERALLY OUTSIDE OF THE AREA WITHIN THE FOOTPRINT OF THE BUILDING(S) ON PARCEL P SHALL BE SUBJECT TO A PARKING AND MAINTENANCE AGREEMENT IN FAVOR OF THE NEWPARK OWNERS ASSOCIATION ("NOA") IN ACCORDANCE WITH, AND SUBJECT TO THE TERMS AND PROVISIONS OF SAID AGREEMENT. THE AGREEMENT WILL PROVIDE FOR LANDSCAPED AREAS, WALKWAYS OR PEDESTRIAN CORRIDORS, CROSS PARKING AREAS WITH ASSOCIATED COSTS AND OBLIGATIONS TO BE ALLOCATED IN THE SAME MANOR AS PRESCRIBED FOR COMMON AREAS UNDER THE MASTER COVENANTS FOR THE PROJECT. THE PARKING AREAS ON THIS PARCEL SHALL ALSO BE SUBJECT TO THE PARKING AND MAINTENANCE AGREEMENT FOR THE PURPOSE OF ESTABLISHING CROSS PARKING RIGHTS IN ACCORDANCE WITH, AND SUBJECT TO, THE TERMS AND PROVISIONS OF THE SAID AGREEMENT. IN ADDITION TO BENEFITING THE BUILDING(S) LOCATED ON PARCEL P, THE PARKING ON PARCEL P WILL ALSO BENEFIT THE NEWPARK TOWN CENTER IN GENERAL DURING OFF-PEAK HOURS. REFERENCE IS MADE TO THE PARKING AND MAINTENANCE AGREEMENT, THE TERMS OF WHICH SHALL CONTROL.

17. THE FIRE IMPACT FEE REQUIRED BY THE PARK CITY FIRE DISTRICTS FOR PARCEL P WAS NOT PAID AT TIME OF PLAT RECORDATION. HOWEVER THE FIRE IMPACT FEE MUST BE PAID TO THE PARK CITY FIRE DISTRICT

18. THE FINANCIAL ASSURANCES TO INSURE THE DEVELOPER'S PERFORMANCE REQUIRED BY SUMMIT COUNTY UNDER THE DEVELOPMENT IMPROVEMENT AGREEMENT FOR PARCEL P WAS NOT PROVIDED AT THE TIME OF PLAT RECORDATION. HOWEVER THE FINANCIAL ASSURANCES MUST BE PROVIDED TO SUMMIT COUNTY PRIOR TO ISSUANCE OF A BUILDING PERMIT FOR CONSTRUCTION ON PARCEL P.

N WITH THE PROJECT WILL BE LOCATED BOTH ON-SITE AND OFF-SITE, BASED UPON ACTUAL CONDITIONS AND CIRCUMSTANCES WHICH MAY EXIST FROM TIME TO TIME. TO THE EXTENT THAT ON-SITE SNOW STORAGE SIGNIFICANTLY INTERFERES WITH ON-SITE PARKING AND/OR VISIBILITY IN CONNECTION WITH ON-SITE VEHICULAR CIRCULATION, SNOW SHALL BE TRANSPORTED OFF-SITE FOR STORAGE

LOCATED WITHIN PARCEL P-2. AS USED HEREIN, THE "CROSS EASEMENT AREA" SHALL MEAN: (I) THE PORTIONS OF LOT V-1, LOT V-2, PARCEL A, PARCEL P-1 AND PARCEL P-2 SHOWN ON THIS PLAT AS "CROSS EASEMENT AREA"; AND (II) ALL PORTIONS OF LOT V-1, LOT V-2, PARCEL A, PARCEL P-1 AND/OR PARCEL P-2 NOW OR IN THE FUTURE USED FOR PARKING AND/OR ACCESS TO OR FROM LOT V-1, LOT V-2, PARCEL A, PARCEL P-1

## ACKNOWLEDGMENT

STATE OF UTAH COUNTY OF SUMMIT

**NOTARY PUBLIC** RESIDING AT: West Valley, UT MY COMMISSION EXPIRES: August 3, 2014

ACKNOWLEDGMENT

STATE OF UTAH } COUNTY OF SUMMIT

ON THIS 31 St DAY OF JANUARY, 2012, PERSONALLY APPEARED BEFORE ME, JAMES H. Doi Ine. OF NEWPARK OWNERS ASSOCIATION, INC., A UTAH CORPORATION, AND EXECUTED THE FOREGOING OWNER'S DEDICATION AND

NOTARY PUBLIC

RESIDING AT: Wasatch, UT MY COMMISSION EXPIRES: 2915

**ACKNOWLEDGMENT** STATE OF UTAH }
COUNTY OF SUMMIT }

\_ DAY OF DANUAY, 2012, PERSONALLY APPEARED BEFORE ME, TODO J. THOMPSON

RESIDING AT: MAGNAJUT MY COMMISSION EXPIRES: 10-9-14

**COUNTY MANAGER COUNTY ENGINEER** 

APPROVED AND ACCEPTED BY I HEREBY CERTIFY THAT I HAVE HAD THIS PLAT REVIEWED BY THIS OFFICE AND IT IS CORRECT IN ACCORDANCE WITH AVAILABLE INFORMATION ON FILE IN THIS OFFICE

SUMMIT COUNTY MANAGER. THIS 2 vd, DAY OF Feb - , 2012 APPROVAL AS TO FORM THIS 17th, DAY OF February, 2012

**BOUNDARY DESCRIPTION:** 

(AFFECTS PARCEL P AND A PORTION OF PARCEL V-2 AND A PORTION OF THE REMAINDER PARCEL; AFFECTS PARCEL V-1, AMENDED NEWPARK PARCEL V SUBDIVISION; PARCEL V-2 NEWPARK PARCEL V UBDIVISION 2ND AMENDED: PARCEL P AND REMAINDER PARCEL OF NEWPARK MASTER DEVELOPMENT PARCEL PLAT AND CENTER DRIVE AMENDED NEWPARK MASTER DEVELOPMENT PARCEL PLAT)

BEGINNING AT THE SOUTHEAST CORNER OF LOT V-1 NEWPARK PARCEL V SUBDIVISION, 2ND AMENDED, AS RECORDED WITH THE OFFICE OF THE SUMMIT COUNTY RECORDER, SAID POINT BEING SOUTH 1430.63 FEET MORE OR LESS, AND NORTH 89°59'42" EAST 2885.38 FEET, MORE OR LESS, FROM THE NORTHWEST CORNER OF SECTION 19, TOWNSHIP 1 SOUTH, RANGE 4 EAST, SALT LAKE BASE & MERIDIAN, AND RUNNING THENCE NORTHEASTERLY ALONG THE EASTERLY LINE AND LINE EXTENDED OF SAID LOT V-1 THE FOLLOWING (5) COURSES: (1) NORTH 00°00'18" WEST 18.56 FEET TO A POINT OF CURVATURE, (2) NORTHEASTERLY ALONG THE ARC OF 21.50 FOOT RADIUS CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 45°00'18" A DISTANCE OF 16.89 FEET (CHORD BEARS NORTH 22°29'51" EAST 16.46 FEET), (3) NORTH 45°00'00" EAST 116.26 FEET, (4) SOUTH 45°00'00" EAST 25.50 FEET, (5) NORTH 45°00'00" EAST 186.22 FEET; THENCE SOUTH 45°00'00" EAST 206.87 FEET: THENCE SOUTH 12°46'19" WEST 19.79 FEET TO THE SOUTHWESTERLY LINE OF THE AMENDED NEWPARK MASTER DEVELOPMENT PARCEL PLAT CENTER DRIVE, AS RECORDED WITH THE OFFICE OF THE SUMMIT COUNTY RECORDER; THENCE SOUTH 45°00'00" EAST ALONG SAID SOUTHWESTERLY LINE AND 13.55 FEET; THENCE SOUTH 45°00'00" WEST ALONG THE NORTHWESTERLY LINE OF SAID DESCRIPTION 2.44 FEET; THENCE SOUTH 45°00'00" EAST 2.62 FEET TO A POINT ON THE ARC OF A 35.50 FOOT NON TANGENT RADIUS CURVE TO THE RIGHT (CENTER BEARS NORTH 78°26'36" WEST); THENCE SOUTHWESTERLY ALONG THE ARC OF SAID 35.50 FOOT RADIUS CURVE THROUGH A CENTRAL ANGLE OF 33°26'30" A DISTANCE OF 20.72 FEE (CHORD BEARS SOUTH 28°16'39" WEST 20.43 FEET); THENCE SOUTH 45°00'00" WEST 33.07 FEET TO A POINT OF CURVATURE; THENCE SOUTHEASTERLY ALONG THE ARC OF A 54.50 FOOT RADIUS CURVE TO THE LEF THROUGH A CENTRAL ANGLE OF 90°00'00" A DISTANCE OF 85.61 FEET (CHORD BEARS SOUTH 77.07 FEET) TO A POINT ON THE WESTERLY LINE EXTENSION OF PARK LANE NORTH (A PRIVATE ROAD); T (4) SOUTHWESTERLY ALONG THE ARC OF A 38.00 FOOT RADIUS CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 55°10"11" A DISTANCE OF 36.59 FEET (CHORD BEARS SOUTH 17°25'00" WEST 35.19 FEET), (5) SOUTH 45°00'00" WEST 218.93 FEET TO A POINT OF CURVATURE, (6) NORTHWESTERLY ALONG THE ARC OF A 38.00 FOOT RADIUS CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 90°00'00" A DISTANCE OF 59.69 FEET (CHORD BEARS WEST 53.74 FEET), (7) NORTH 45°00'00" WEST 95.02 FEET; THENCE SOUTH 45°00'00" WEST 38.83 FEET; THENCE NORTH 45°00'00" WEST 50.13 FEET; THENCE NORTH 80.48 FEET; THENCE SOUTH 89°59'42" WEST 19.50 FEET; THENCE NORTH 00°00'18" WEST 143.51 FEET TO A POINT ON THE SOUTH LINE EXTENSION OF SAID LOT V-1; THENCE NORTH 89°59'42" WEST 10.98 FEET TO THE POINT OF BEGINNING.

CONTAINS 137,601 SQ FT. OR 3.159 ACRES

SURVEYOR'S CERTIFICATE:

DAVID B. DRAPER DO HEREBY CERTIFY THAT I AM A REGISTERED PROFESSIONAL LAND SURVEYOR, AND THAT I HOLD CERTIFICATE NO. 6861599, AS PRESCRIBED UNDER THE LAWS OF THE STATE OF UTAH. I FURTHER CERTIFY THAT BY AUTHORITY OF THE OWNERS, I HAVE MADE A SURVEY OF THE TRACT OF LAND SHOWN ON THIS PLAT AND DESCRIBED BELOW, AND HAVE SUBDIVIDED SAID TRACT OF LAND INTO LOTS HEREAFTER TO BE KNOWN AS: NEWPARK PARCEL P SUBDIVISION, AND THAT THE SAME HAS BEEN CORRECTLY SURVEYED AND STAKED ON THE GROUND AS SHOWN ON THIS PLAT.

DAVID B. DRAPER UTAH PLS NO. 6861599

OWNER'S DEDICATION AND CONSENT TO RECORD:

THE UNDERSIGNED OWNER OF THE TRACT OF LAND DESCRIBED HEREON, HEREBY CERTIFIES THAT IT HAS CAUSED THIS SURVEY TO BE MADE AND THIS AMENDED SUBDIVISION PLAT TO BE PREPARED, AND DOES CONSENT TO THE RECORDATION OF THIS PLAT.

BY: Jolney	
ITS: CO-PRESIDENT	
EXECUTED THIS DAY OF, 2012, ESNET PROPERTIES, L.C., A UTAH LIMITED LIABILITY COMPANY BY:	

NEWPARK CORPORATION, A UTAH CORPORATION

ACKNOWLEDGMEN'

COUNTY OF SUMMIT ON THIS 3/5+ DAY OF JOINARY, 2012, PERSONALLY APPEARED BEFORE ME, James A. Doiney OF NEWPARK CORPORATION, A UTAH CORPORATION, AND EXECUTED THE FOREGOING OWNER'S DEDICATION AND CONSENT TO RECORD

NOTARY PUBLIC

RESIDING AT: Wasafch, UT MY COMMISSION EXPIRES: 2915



**ACKNOWLEDGMENT** STATE OF UTAH

COUNTY OF SUMMIT } ON THIS 31st DAY OF January, 2012, PERSONALLY APPEARED BEFORE ME, James A. Doi Inec

**NOTARY PUBLIC** 

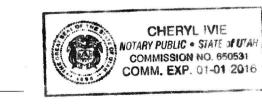
RESIDING AT: Wasa tch, UT MY COMMISSION EXPIRES: 2/9/15

**ACKNOWLEDGMENT** 

STATE OF UTAH COUNTY OF SUMMIT SS

ON THIS DAY OF FEBTUAL, 2012, PERSONALLY APPEARED BEFORE ME, R. DUSS Thompson
OF ESNET PROPERTIES, L.C., A UTAH LIMITED LIABILITY COMPANY, AND EXECUTED THE FOREGOING OWNER'S DEDICATION AND CONSENT TO

RESIDING AT: Proud, UT MY COMMISSION EXPIRES: January 1, 2016



CONSENT TO RECORD

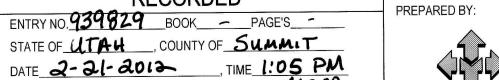
COTTONWOOD NEWPARK TWO, LC, A UTAH LIMITED LIABILITY COMPANY

NEWPARK OWNERS ASSOCIATION, INC., A UTAH CORPORATION

BY: Vice Prosident

SHEET 1 OF 2

NEWPARK PARCEL P SUBDIVISION LOCATED IN SECTION 19, TOWNSHIP 1 SOUTH, RANGE 4 EAST, SALT LAKE BASE & MERIDIAN





DISTRICT'S STANDARDS.

COMPA, PRO. SINSTRA

CONTRACTOR CONTRACTOR

LAYLA ANTHONY NOTARY PUBLIC . STATE OF UTAH

COMM. EXP. 08/03/201

3186 BURDOCK DRIVE WEST VALLEY, UTAH 84128

RECORDED AND FILED AT THE REQUEST OF: HIGH COUNTRY TITLE Rhonda Francis Oreputy

RECORDED

STATE OF UTAH , COUNTY OF SUMMIT

