All of the property included in this plat is subject to the Declaration of Covenants, Conditions and Restrictions for Promontory and any amendments thereto ("Declaration") recorded in the office of the Summit County Recorder in Coalville, Utah. Pursuant to the Declaration, all owners of lots within Promontory are members of the Promontory Conservancy, an association of Promontory property owners (the "Association"). The use of any Promontory lot is governed by the terms of the Declaration. Each lot is subject to all easements set forth effluent) across any portion of any lot from the irrigation system serving the golf course(s) or in these plat notes and in the Declaration.

No improvements or landscaping may be made to any lot without the review and approval of the Declarant or, if delegated by Declarant, the Architectural Review Committee of Promontory in accordance with the Declaration and the Promontory Design Guidelines ("Design Guidelines") and any Supplemental Design Guidelines which may be promulgated there under from time to time, which Design Guidelines and Supplemental Design Guidelines incorporate or include lighting, landscaping, grading, signage, and other guidelines. The Design Guidelines require the establishing of strict limits of disturbance for any construction activity. Certain lots Canyon (via Interstate 80) and the western community entrance (via U.S. Highway 40) rather than in visually sensitive areas may be subject to Supplemental Design Guidelines for Sensitive Areas through Brown's Canyon. ("Supplemental Design Guidelines") as provided in the "Development Agreement" (defined in note 9 below). The Declarant or Architectural Review Committee, whichever has design review authority, is referred to as the "Design Reviewer."

6. Owners of Promontory lots will have no ownership or membership interest in the Promontary Club or any Golf Course shown on the Plat or other Golf Courses or recreational facilities of the Promontory Club within Promontory solely by virtue of the ownership of one or more Promontory lots. Further, lot owners shall have no rights, expectations, or guarantees with respect to the physical condition, layout or use of any Golf Course, or any right to use occupy or exercise any degree of control over any portion of any Golf Course or any improvements thereto, by virtue of their ownership of one or more Promontory lots or their membership in the Association. At the direction of the Declarant or the Promontory Club, any Golf Course may be used for golf tournaments attended by the general public without any prior notice to or consent of lot owners. Declarant hereby reserves over each lot an easement permitting golf balls, golf clubs, golf cart paths and parts thereof, as provided more fully in the Declaration. The portions of lots not covered by residential improvements may be entered into by the operator of the adjacent Golf Course for maintenance purposes and may be subject to irrigation over-spray from the Golf Course. Under no circumstances shall any of the following persons be held liable for any damages or injury resulting from errant golf balls, golf clubs, or parts thereof, or the exercise of this easement: Declarant; the Association or its officers or members (in their capacity as such); The Promontory Club or its 24. officers, owners or members (in their capacity as such); any other owner of any golf course, its successors, successors—in—title of the golf course or assigns; builders (in their capacity as such); or any officer, director, or partner of any of the foregoing, or any officer or director of Association. The Association shall be required to pay SBWRD's ongoing cost of maintaining each

4. Development on each lot will be limited to specific building disturbance areas, or "building 25. Owners constructing driveways over drainage swales shall be required to install a concrete envelopes" designated pursuant to the Design Guidelines and Supplemental Design Guidelines. Building envelopes may be established in the Design Guidelines and Supplemental Design Guidelines and modified by the Delcarant, or the Architectural Review Committee, with the consent of the Declarant, in the exercise of the Declarant's (and if applicable Architectural Review Committee's) sole discretion, provided such building envelope shall incorporate all applicable building setbacks under the Development Agreement (defined in note 9 below) and shall comply with any additional setback requirements provided for in this FINAL PLAT. notwithstanding any building envelope established by the Desian Guidlines. The maximum heiaht of any structure is established by the Design Guidelines, or the Supplemental Design Guidelines as applicable. Maximum building heights are measured vertically from existing natural grade. Owners of lots shall have no rights, expectations or guarantees with respect to the final location of a building site on any lot, the particular view from any lot, the location, scale, or height or other design features, or any improvements that may be approved for construction

5. The combination of two adjacent lots into a single lot may be permitted in certain areas as determined by the Declarant, in the exercise of the Declarant's sole discretion. If an owner described on the plat. Owner's site improvements to lots in this plat must contemplate natural purchases two adjacent and contiguous lots, and the proposed house location straddles a lot line, it will be necessary to have the revised building envelope approved by the Design Reviewer natural drainage ways, including but not limited to the installation of rip—rap channels, culverts, and in connection with the approval of a specific house plan. The approval or disapproval of the Design Reviewer may be made in the exercise of its sole discretion. Further, the combination of lots may require the approval of Summit County for a lot line adjustment or an amendment to the Plat. Request for such approval may not be submitted to Summit County without prior written approval of the Design Reviewer.

6. In addition to the limitations on building size, the Design Guidelines and any applicable Supplemental Design Guidelines may contain specific limitations regarding the amount and nature of landscaping and irrigation that may be permitted or required on each lot. All landscape plans and any modifications thereto must be approved by the Design Reviewer.

7. In accordance with Summit County ordinances, building permits issued by Summit County will be required for all development activity on a lot and it is unlawful to occupy a building located within Promontory without first having obtained a certificate of occupancy issued by

8. Promontory is served by or included within the boundaries of Mountain Regional Water Special Service District (MRWSSD), Park City Fire Service District (PCFSD), Snyderville Basin Water Reclamation District (SBWRD), and the Snyderville Basin Special Recreation District (SBSRD). All lots are subject to assessments and fees of all the foregoing districts.

9. Promontory is governed by the terms of a Development Agreement for the Promontory Specially Planned Area, dated January 16, 2001, between Summit County and the Promontory eloper ("Development Agreement"). The Development Agreement governs uses and imposes regulations applicable within Promontorv.

Space, as defined in the Design Guidelines and any applicable Supplemental Design Guidelines and the minimum building size limit is 3,500 square feet of Enclosed Livable Space. The maximum building size limit of a home designated as "incentive density", as shown on the plat, is 4,500 square feet of Enclosed Livable Space and the minimum building size limit is 2,500 square feet of Enclosed Livable Space. The above size limits may be further limited by the Design Guidelines and Supplemental Design Guidelines. The maximum building size limit of feet of Enclosed Livable Space for an "incentive density," if approved by the Design Reviewer, during winter conditions. (UFC 901.2 and 901 4.3) in the exercise of its sole discretion, in connection with the approval of a specific house plan.

the developer as "base density" under the Development Agreement and are indicated as such on this plat by the symbol ESBD. All lots not meeting "estate lot" qualifications and "estate lots" not designated as "base density" will constitute "incentive density" under the Development Agreement. Pursuant to the terms of the Development Agreement, any owner utilizing or converting an "incentive density" lot to permanent occupancy as defined in the Development Agreement is subject to an obligation to pay Summit County a one time \$10,000 conversion fee (subject to CPI adjustment as defined in the Development Agreement) as a precondition to herein, including the right of access to such facilities and the right to require removal of any the change of use to permanent occupancy. All owners may be required to submit an affidavit obstructions including structures, trees and vegetation that may be placed within the PUE. The declaring the owner's permanent or part-year occupancy status.

12. The Development Agreement requires that a purchaser of a residential lot shall pay \$3,000 to Summit County at the time of lot purchase for an agricultural preservation contribution. Those contributions may be held by Summit County in trust and used to acquire title to or conserve easements on agricultural properties in Summit County or otherwise to preserve or enhance agricultural operations in Summit County.

13. The Development Agreement requires that a purchaser of a residential lot shall pay \$500 to Summit County at the time of building permit for an affordable housing program contribution. Those contributions may be held by Summit County in trust and used to provide affordable housing outside of the boundaries of Promontory.

14. All roads within Promontory are private and will be maintained by the Association subject however it is the sole responsibility of the owner to ensure that a building does not violate the to the terms of Recordation. Private driveways serving individual residences and the landscaping ridgeline requirements of the Development Agreement. Specifically, Lots 28 thru 34 and 36 thru 58 on each lot shall be the maintenance responsibility of the lot owner. Guardhouses, gates, landscaping, signage and other similar facilities may be constructed within the road rights of way or adjoining Common Area parcels. Private driveways and other improvements serving more than one lot shall be the shared maintenance responsibility of the owners of the lots served thereby, provided the Association may, in its sole discretion, undertake the maintenance their respective tenants, guests and invitees), on a non-excludsive basis and to provide access to of such shared facilities and establish special assessments applicable to the benefited lots to all adjacent Conservancy property. Parking on such Common Driveway Easements is prohibited at cover the costs of such maintenance. At the time of any resurfacing of roads within Promontory, the Association shall be responsible to raise manholes to grade, according to SBWRD specifications. Common area tracts are not to be construed to be dedicated for the use of the general public but are declared common areas for the use and enjoyment of the

15. Although Promontory is a private community, Declarant has retained the right to grant easements for public trails in certain locations within Promontory. In addition, the Development SPECIAL NOTES Agreement contemplates that the Association will contribute \$200,000 toward certain trail connections across Interstate 80 and Highway 248 upon the occurrence of certain preconditions. These contributions will be covered by Association assessments.

16. Construction activity will be required to comply with a construction mitigation plan approved by Summit County.

17. The grading of lots will be limited by the Design Guidelines and Supplemental Design Guidelines. Home plans must utilize existing grade to the greatest extent possible in

COUNTY ASSESSOR

conformance with the Design Guidelines.

APPROVED AND ACCEPTED BY:

18. Promontory or MRWSSD may implement a secondary water system for irrigation purposes Promontory may utilize treated sewage effluent in watering golf courses and other areas using Beginning at a point which is North 89°42'38" West along the Section line 1097.82 feet and North 2105.78 feet from the Southwest Corner of Section irrigation water in compliance with Utah regulatory standards. Declarant hereby reserves over each lot for the benefit of the Declarant, the Association and the Promontory Club an easement for irrigation, drainage, stream flow, water over-spray (which may include raw water and/or treated other landscaping at Promontory. Under no circumstances shall Declarant, the Association, MRWSSD or the owner of the golf course(s) be held liable for any damages or injury resulting from such irrigation, drainage or over-spray or the exercise of this easement.

19. Promontory contains extensive areas of open space. Open space areas designated on the plat shall be preserved in open space condition in accordance with the requirements of the Development Agreement, Design Guidelines and Declaration.

20. Principal resident, guest, and construction vehicle access shall be maintained through Tollaate

21. The Association has the obligation to fence out and to avoid interference with adjacent ranching and agricultural operations. Neither developer nor adjacent agricultural operators shall be liable for any injury caused by the failure to contain adjacent agricultural operations.

22. All Lots are subject to a 10.00-foot public and private non-exclusive utility and drainage easement along all lot lines. This plat also contains additional easements for drainage, natural drainage ways, trails, utilities and other matters affecting certain lots as graphically described on the plat. Declarant retains the right to grant additional utility easements within Promontory. I addition to the easements described in Notes 27, 28, 30, and 35. Declarant may grant easements for utilities whether or not the easements are intended to serve Promontory. All road rights of way and open space greas shown on this plat are also subject to Declarant's right to grant easements for utilities. The legal descriptions of any utility or drainage easement may be modified by a subsequently recorded plat or instrument reflecting approval of the County and providing an alternative or modified easement location. Any such plat or instrument shall not be deemed to be an amendment to this plat and shall not require the application of a plat amendment process or the consent of existing lot owners or mortgage holders.

23. Due to the possible existence in Promontory of subsurface conditions affecting construction, a soils engineer should be consulted for building footing and foundation designs.

SBWRD shall be required to maintain the collector and pressure mains but shall not be required to maintain any private pressure lines or ejector pumps located on individual lots. Severa greas of Promontory are likely to require lift stations or sections of low pressure system lines that utilize a series of grinder pumps. These lift stations shall be the sole financial responsibility of the such facility, as provided in the SBWRD annexation agreement.

culvert in accordance with the requirements of Summit County.

All homes and landscaping are required to comply with water conservation measures established by the Association, which may include low-flow toilets, drip irrigation systems, the use of drought tolerant plant materials and other requirements, as established from time to time.

27. Ranch Club Trail and Promontory Ranch Road generally describe the proposed location of roads intended to provide a legal right of access to and from the platted lots and publicly dedicated streets. The legal descriptions of these Roads may be modified by a subsequently recorded plat or instrument reflecting approval of the County and providing an alternative or modified road location. Any such plat or instrument shall not be deemed an amendment to this plat and shall not require the application for a plat amendment process or the consent of existing lot owners or mortgage

28. The Declaration contains additional easements for drainage, natural drainage ways, trails utilities and other matters which may affect portions of lots outside of the portion of the lot covered by residential improvements. These easements are in addition to easements graphically drainage ways and provide for channels, and swales so that runoff water is not impeded from such bridges. Declarant reserves permanent easements across the poriton of lots containing common driveway easements as shown on the plat for construction, upkeep, maintenance, and repair of common driveways as shown on the plat. Declarant also reserves permanent easements across the portions of lots along roadways and outside of the reserved road corridor for the finishing of cut and fill slopes required to complete the roads in accourdance with the plans and specifications approved by Summit County and along portions of lots necessary for the construction of berms. Access to lots on the plat may be affected by cut and fill slopes required by the road. In certain instances, special engineering and construction techniques may be required for driveways across such cut and fill slopes. The legal descriptions of these easements may be modified by subsequently recorded plat or instrument reflecting approval of the County and providing an alternative or modified easement location. Any such plat or instrument shall not be deemed to be an amendment to this plat and shall not require the application of a plat amendment process or the consent of existing lot owners or mortgage holders.

Residential Building Permits, including footing and foundation permits, will not be issued until developer complies with the requirements of 4.6.1 of the Development Agreement for the Promontory Specially Planned Area, dated January 16, 2001, regarding infrastructure construction

30. The following listed service providers are given a non-exclusive utility easement across the 10-foot private utility and drainage easements (as described in note 22), the roads shown on the plat, Ranch Club Trail and Promontory Ranch Road (as described in note 27) and such other corridors as may be specified on the Plat or by separate recorded easement signed by the Declarant: Rocky Mountain Power; AllWest Telecommunications; Questar Gas; SBWRD; and MRWSSD.

Reviewer. No wood shake roofing material will be permitted.

10. Developer reserves the right to designate any lot or combination of lots shown on the 32. An all—weather fire department access road is required to be installed and made serviceable stop work until required roads are placed back in service.

33. Water supplies required for fire protection are to be installed and made serviceable prior to the issuance of a building permit and/or combustible construction being initiated. In the event that the fire protection water supply is not maintained, PCFSD reserves the right to stop work until the required water supply for fire protection is placed back in service. Water supplies for fire protection home straddling two lots (as described in note 5), may be increased to a square footage not must be clearly identified in a manner to prevent obstruction by parking and/or other obstructions. to exceed 12,000 square feet of Enclosed Livable Space for an "estate lot" and 6,000 square Each water supply for fire protection must be marked with an approved flag to identify its location

All dwelling, guest houses and out buildings over 750 square feet must be constructed with a 11. Most but not all "estate lots" comprising at least one acre in size may be designated by Fire Sprinkler system installed as required and approved by the PCFSD. In some instances, PCFSD may require building exteriors to be Fire Sprinkled depending on the fire hazard rating, type of existing vegetation, fuel break clearing limits, slope degree and orientation or types of building

> ground and all other related facilities within the Public Utility Easements identified on this plat map as may be necessary or desirable in providing utility services within and without the lots identified utility may require the lot owner to remove all structures within the PUE at the lot owner's expense, or the utility may remove such structures at the lot owner's expense. At no time may any permanent structures be placed within the PUE or any other obstruction which interferes with the use of the PUE without the prior written approval of the utilities with facilities in the PUE.

> Any residence proposed for construction in a Ridgeline Protection Area must comply with certain requirements of the Development Agreement that are generally summarized as follows: No proposed building form shall break the natural line of the protected ridgeline when viewed from U.S. Highway 40, Interstate 80, Highway 248 or the Brown's Canyon Road. A building that is located a minimum of 50 vertical feet below the ridgeline will generally meet the requirement of not breaking the ridgeline. A building that does not break the ridgeline as viewed from the designated roadways and that meets the requirements of the Supplemental Design Guidelines shall be deemed to fulfill all idgeline requirements. The County or the Design Reviewer may require special studies to assure that any proposed structure meets the ridgeline requirements of the Development Agreement, are hereby designated as being within a Rigdeline Area.

The Common Driveway Easements as shown on this Plat are for the purposes of providing ingress and egress to the owners of the lots served by such Common Driveway Easements (and all times. No use may be made of any such Common Driveway Easement that would preclude or unreasonably restrict access to any lots served by such Common Driveway Easements. Following nitial construction, the Association shall be responsible for upkeep, maintenance and repair of the Common Driveway Easement areas, the cost of which shall be assessed by the Association to all owners of the lots in this subdivision as a parcel assessment, in accordance with the terms of the Declaration. At the time of any resurfacing of the driveways, the Association shall be responsible to raise manholes to grade, according to SBWRD specifications.

Declarant hereby grants, for the use and benefit of the lots within the plat, a perpetual easement for ingress and egress over and across the parcels identified as Ranch Club Trail and Promontory Ranch Road in this plat. The grant of easement is subject to the general

2. Any property in an Open Space Parcel identified on this plat must comply with certain requirements of the recorded conservation easement, including, but not limited to the or other path is, however, permitted.

ACCESS EASEMENT NO. 1:
A 50.00 foot wide right—of—way lying 25.00 feet each side of the centerline more particularly described as follows:

35, Township 1 North, Range 4 East, Salt Lake Base and Meridian (Basis of Bearing being North 89°42'38" West 4821.42 feet between said Southwest Corner and the Northeast closing Corner of Section 2, Township 1 South, Range 4 East, Salt Lake Base and Meridian), said point also being on the East Right of Way Line of I-80; and running thence South 72'38'09" East 64.86 feet to a point of curvature of a 150.00 foot radius curve to the right, the center of which bears South 17°21'51" West; thence Southeasterly along the arc of said curve 143.34 feet through a central angle of 54°45'11"; thence South 17\*52'58" East 56.62 feet to a point of curvature of a 150.00 foot radius curve to the left, the center of which bears North 72°07'02" East; thence Southeasterly along the arc of said curve 445.50 feet through a central angle of 170°10'02"; thence North 08°03'00" West 71.59 feet to a point of curvature of a 150.00 foot radius curve to the right, the center of which bears North 81°57'00" East; thence Northeasterly along the arc 300.59 feet through a central angle of 114°56'12" to a point of reverse curvature of a 180.00 foot radius curve to the left, the center of which bears North 16°53'12" East; thence Northeasterly along the arc of said curve 244.28 feet through a central angle of 77°45'28"; thence North 29°07'44" East 171.75 feet to a point of curvature of a 200.00 foot radius curve to the right, the center of which bears South 60°52'16" East; thence Northeasterly along the arc of said curve 218.93 feet through a central angle of 62°43'07" to a point of reverse curvature of a 450.00 foot radius curve to the left, the center of which bears North 01°50'51" East; thence Northeasterly along the arc of said curve 434.96 feet through a central angle of 55°22'51" to a point of reverse curvature of a 400.00 foot radius curve to the right, the center of which bears to South 53\*32'00" East; thence Northeasterly along the arc of said curve 591.74 feet though a central angle of 84°45<sup>7</sup>38" to a point of reverse curvature of a 180.00 foot radius curve to the left, the center of which bears North 31°13'38" East; thence Northeasterly along the arc of said curve 350.38 feet through a central angle of 111°31'44"; thence North 09'41'54" East 146.94 feet to a point of curvature of a 155.00 foot radius curve to the right, the center of which bear South 80'18'06" East; thence Northeasterly along the arc of said curve 389.47 feet through a central angle of 143°58'01"; thence South 26°20'05" East 504.24 feet to a point of curvature of a 300.00 foot radius curve to the left, the center of which bears North 63°39'55" East: thence Southeasterly along the arc of said curve 188.35 feet through a central angle of 35'58'17"; thence South 62"18'22" East 71.75 feet to a point of curvature of a 1000.00 foot radius curve to the left, the center of which bears North 27°41'38" East; thence Southeasterly along the arc of said curve 68.31 feet through a central angle of 03°54'49" to a point of reverse curvature of a 1000.00 foot radius curve to the right, the center of which bears South 23°46'49" West; thence Southeasterly along the arc of said curve 136.98 feet through a central angle of 07.50.55"; thence South 58.22'16" East 209.26 feet to a point of curvature of a 150.00 foot radius curve to the right, the center of which bears South 31°37'44" West; thence Southeasterly along the arc of said curve 144.95 feet through a central angle of 55°22'01" to a point of reverse curvature of a 150.00 foot radius curve to the left, the center of which bears North 86\*59'45" East; thence Southeasterly along the arc of said curve 185.52 feet through a central angle of 70°51'43" to a point of reverse curvature of a 150.00 foot radius curve to the right, the center of which bears South 16°08'02" West; thence Southeasterly along the arc of said curve 91.93 feet through a central angle of 35°06'58" to a point of compound curvature of a 1275.00 foot radius curve to the right, the center of which bears South 51"15'00" West; thence Southeasterly along the arc of said curve 801.97 feet through a central angle of 36"02'19"; thence South 02"42'41" East 93.53 feet to a point of curvature of a 785.00 foot radius curve to the right, the center of which bears South 8717'19" West; thence Southerly along the arc of said curve 345.79 feet through a central angle of 2514'20"; thence South 22'31'39" West 190.55 feet to a point of curvature of a 700.00 foot radius curve to the right, the center of which bears North 67°28'21" West; thence Southwesterly along the arc of said curve 129.99 feet through a central angle of 10°38'24"; thence South 33°10'03" West 258.32 feet to a point of curvature of a 700.00 foot radius curve to the left, the center of which bears South 56°49'57" East; thence Southwesterly along the arc of said curve 347.82 feet through a central angle of 28°28'09"; thence South 04\*41'54" West 61.80 feet to the North Line of said Section 2, Township 1 South, Range 4 East, said point being North 89'42'38" West along the Section Line 241.01 feet from said Northeast Closing Corner Section 2; thence South 04'41'54" West 514.66 feet to a point of curvature of a 500.00 foot radius curve to the left, the center of which bears South 85"18"06" East: thence Southeasterly along the arc of said curve 186.79 feet through a central angle of 21°24'15"; thence South 16°42'21" East 885.72 feet to a point of curvature of a 300.00 foot radius curve to the right, the center of which bears South 7317'39" West; thence Southeasterly along the arc of said curve 110.16 feet through a central angle of 2102'22"; thence South 04"20"01" West 248.60 feet to a point of curvature of a 450.00 foot radius curve to the left, the center of which bears South 85"39"59" East; thence Southeasterly along the arc of said curve 800.99 feet through a central angle of 101°59'05"; thence North 82°20'56" East 265.77 feet to a point of curvature of a 600.00 foot radius curve to the right, the center of which bears South 07'39'04" East; thence Southeasterly along the arc of said curve 759.17 feet through a central angle of 72°29'45"; thence South 25°09'19" East 210.56 feet to a point of curvature of a 825.00 foot radius curve to the left, the center of which bears North 64°50'41" East; thence Southeasterly along the arc of said curve 565.47 feet through a central angle of 3916'17": thence South 64'25'36" East 226.18 feet to a point of curvature of a 450.00 foot radius curve to the right, the center of which bears South 25°34'24" West; thence Southeasterly along the arc of said curve 473.86 feet through a central angle of 60°20'02"; thence South 04°05'34" East 248.72 feet to a point of curvature of a 700.00 foot radius curve to the left, the center of which bears North 85'54'26" East; thence Southeasterly along the arc of said curve 880.95 feet through a central angle of 72°06'24"; thence South 76°11'58" East 74.30 feet to a point of curvature of a 550.00 foot radius curve to the right, the center of which bears South 13°48'02" West; thence Southeasterly along the arc of said curve 343.87 feet through a central angle of 35°49'22"; thence South 40°22'36" East 142.99 feet to a point of curvature of a 600.00 foot radius curve to the right, the center of which bears South 49°37'24" West; thence Southeasterly along the arc of said curve 452.28 feet through a central angle of 43"11'24"; thence South 02\*48'48" West 426.33 feet to a point of curvature of a 400.00 foot radius curve to the left, the center of which bears South 87\*11'12" East; thence Southeasterly along the arc of said curve 388.76 feet through a central angle of 55°41'11"; thence South 52°52'23" East 117.83 feet to a point of curvature of a 250.00 foot radius curve to the right, the center of which bears South 37'07'37" West; thence Southeasterly along the arc of said curve 162.86 feet through a central angle of 37°19'31"; thence South 15°32'52" East 482.23 feet to a point of curvature of a 475.00 foot radius curve to the right, the center of which bears South 74°27'08" West; thence Southwesterly along the arc of said curve 698.47 feet through a central angle of 8415'04"; thence South 68'42'12" West 856.11 feet to a point of curvature of a 450.00 foot radius curve to the left, the center of which bears South 21'17'48" East; thence Southeasterly along the arc of said curve 1316.44 feet through a central angle of 167\*36'51"; thence North 81\*05'21" East 125.23 feet to a point of curvature of a 200.00 foot radius curve to the right, the center of which bears South 08\*54'39" East; thence Southeasterly along the arc of said curve 448.01 feet through a central angle of 128°20'40"; thence South 29°26'01" West 679.84 feet to a point of curvature of a 600.00 foot radius curve to the left, the center of which bears South 60°33′59" East; thence Southeasterly along the arc of said curve 644.76 feet through a central angle of 61°34'11"; thence South 32°08'10" East 330.66 feet to the North Line of Section 13, Township 1 South, Range 4 East, Salt Lake Base and Meridian, said point being North 89"11"05" West along the Section Line 2250.17 feet from the Northeast Corner of said Section 13; thence South 32°08'10" East 147.22 feet to a point of curvature of a 300.00 foot radius curve to the left, the center of which bear North 57°51'50' East; thence Southeasterly along the arc of said curve 273.07 feet through a central angle of 52°09'06"; thence South 84°17'16" East 148.29 feet to point of curvature of a 200.00 foot radius curve to the right, the center of which bears South 05°42'44" West; thence Southeasterly along the arc of said curve 367.72 feet through a central angle of 105°20'41"; thence South 21°03'25" West 190.03 feet to a point of curvature of a 675.00 foot radius curve to the right, the center of which bears North 68'56'35" West; thence Southwesterly along the arc of said curve 158.27 feet through a central angle of 13°26'05" to a point of reverse curvature of a 1375.00 foot radius curve to the left, the center of which bears South 55°30'30" East; thence Southwesterly along the arc of said curve 658.56 feet through a central angle of 27°26'31" to a point of reverse curvature of a 350.00 foot radius curve to the right, the center of which bears North 82°57'01" West; thence Southwesterly along the arc of said curve 156.63 feet through a central angle of 25°38'26"; thence South 32°41'25" West 396.06 feet to a point of curvature of a 925.00 foot radius curve to the right, the center of which bears North 5718'35" West; thence Southwesterly along the arc of said curve 471.27 feet through a central angle of 2911'29"; thence South 6152'54" West 590.62 feet to a point of curvature of a 300.00 foot radius curve to the right, the center of which bears North 28°07'06" West; thence Westerly along the arc of said curve 288.79 feet through a central angle of 55°09'17"; thence North 62°57'49" West 531.88 feet to a point of curvature of a 500.00 foot radius curve to the left, the center of which bears South 27"02'11" West; thence Southwesterly along the arc of said curve 855.07 feet through a central angle of 97°59'03"; thence South 19°03'08" West 160.57 feet to a point of curvature of a 600.00 foot radius curve to the right, the center of which bears North 70°56'52" West; thence Southwesterly along the arc of said curve 576.66 feet through a central angle of 55°04'02"; thence SURVEYOR'S CERTIFICATE: South 74°07'10" West 208.56 feet to the West Line of said Section 13, said point being North 00°12'10" East along the Section Line 2118.93 feet fro the Southwest Corner of said Section 13; thence South 74°07'10" West 23.37 feet to a point of curvature of a 600.00 foot radius curve to the left, the center of which bears South 15'52'50" East; thence Southwesterly along the arc of said curve 24.79 feet through a central angle of 02'22'01"; thence South 71.45'09" West 198.60 feet to a point of curvature of a 600.00 foot radius curve to the right, the center of which bears North 18.14'51" of a home designated an "estate lot" within this plat is 8,000 square feet of Enclosed Livable all—weather fire department access road is to be maintained at all times during construction. In the event that the all—weather fire department access is not maintained, PCFSD reserves the right to a point of curvature of a 800.00 foot radius curve to the left, the center of which bears South 01°57′03" West; thence Southwesterly along the arc of said curve 1317.81 feet through a central angle of 94°22'51"; thence South 02°25'48" East 321.83 feet to a point of curvature of a 1200.00 foot radius curve to the right, the center of which begrs South 87°34'12" West; thence Southwesterly along the arc of said curve 224.47 feet through a central angle of 10°43′04"; thence South 08°17′16" West 200.42 feet to a point of curvature of a 750.00 foot radius curve to the left, the center of which bears South 81°42'44" East; thence Southerly along the arc of said curve 203.57 feet through a central angle of 15°33'07"; thence South 07°15'51" East 185.53 feet to a point of curvature of a 500.00 foot radius curve to the right, the center of which bears South 82°44'09" West; thence Southerly along the arc of said curve 79.81 feet through a central angle of 09°08'44" to the South Line of Section 14, Township 1 South, Range 4 East, Salt Lake Base and Meridian, said point being South 89'45'21" East along the Section Line 207.87 feet from the South Quarter Corner of said Section 14; thence continuing Southerly glong the arc of said last mentioned curve 178.03 feet through a central angle of 20°24'04"; thence South 22°16'56" West 178.56 feet to a point of curvature of a 700.00 foot radius curve to the right, the center of which bears North 67°43'04" West: thence Southwesterly along the arc of said curve 789.75 feet through a central angle of 64°38'30"; thence South 86°55'26" West 732.10 feet to a point of curvature of a 1000.00 foot radius curve to the left, the center of which bears South 03°04'34" East; thence Southwesterly along the arc of said curve 138.83 feet through a central angle of 07\*57'15"; thence South 78\*58'11" West 943.91 feet to a point of curvature of a 1000.00 foot radius curve to the right, the center of which bears North 11°01'49" West: thence Southwesterly along the arc of said curve 214.98 feet through a central angle of 12°19'03". thence North 88°42'46" West 145.43 feet to the East Line of Section 22, Township 1 South, Range 4 East, Salt Lake Base and Meridian, said point being South Utilities shall have the right to install, maintain, and operate their equipment above and below 00°34'53" East along the Section Line 1042.67 feet from the Northeast Corner of said Section 22; thence North 88°42'46" West 494.23 feet to a point of curvature of a 993.00 foot radius curve to the left, the center of which bears South 01°17′14" West; thence Southwesterly along the arc of said curve 461.64 feet through a central angle of 26°38'11"; thence South 64°39'03" West 544.89 feet to a point of curvature of a 300.00 foot radius curve driveways, indicated open space and amenity tracts and all other easements shown on to the right, the center of which bears North 25°20'57" West; thence Southwesterly along the arc of said curve 187.39 feet through a central angle of 35'47'22"; thence North 79'33'35" West 197.19 feet to the point of terminus.

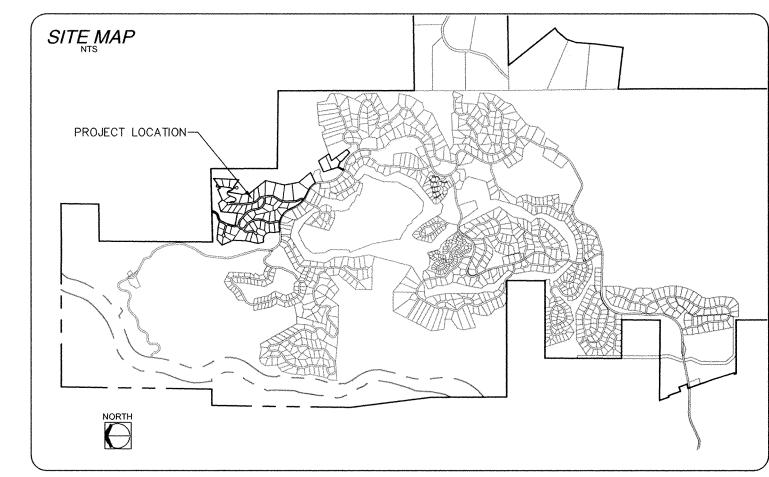
Together with an easement more particularly described as follows:

Beginning at a point which is South 00°24'17" West along the Section Line 2634.64 feet and West 1025.20 feet from the Northeast Corner of Section 35, Township 1 North, Range 4 East, Salt Lake Base and Meridian (Basis of Bearing being South 00°24'17" West 5268.15 feet between said Northeast Corner and the Southeast Corner of said Section 35); and running thence South 27'41'38" West 60.00 feet; thence North 62'18'22" West 187.74 feet; thence North 2811'37" West 92.77 feet: thence North 0939'06" West 175.40 feet: thence North 6339'55" East 60.00 feet; thence South 3613'26" East 140.25 feet; thence South 32°52'03" East 240.83 feet to the point of beginning.

Containing 1.01 acres more or less. PROMONTORY THE SUMMIT PARCEL A LEGAL DESCRIPTION:

A parcel of land located in Section 1, Township 1 South, Range 4 East, Salt Lake Base and Meridian; and being more particularly described as follows:

Beginning at a point which bears North 89°56'06" East along the Section Line 154.69 feet and South 327.46 feet from the Northwest Corner of Section Township 1 South, Range 4 East, Salt Lake Base and Meridian (Basis of Bearing being North 89°56'06" East 267.68 feet between the Northwest Corner of said Section 1 and the Southwest Corner of Section 36, Township 1 North, Range 4 East, Salt Lake Base and Meridian, both corners being found monuments) and running thence North 49°38'13" East 264.15 feet; thence South 84°40'45" East 420.18 feet; thence South 78°40'36" East 219.52 COUNTY OF SUMMIT feet to a point of curvature of a 225.00 foot radius curve to the right, the center of which bears South 43\*18'05" East, thence along the arc of said curve 146.63 feet through a central angle of 37°20'19"; thence North 84°02'14" East 37.96 feet to a point of curvature of a 135.00 foot radius curve to the left, the center of which bears South 05\*57'46" West, thence along the arc of said curve 200.81 feet through a central angle of 85\*13'38"; thence North 0111'24" West 57.53 feet; thence North 88'48'36" East 50.00 feet; thence South 0111'24" East 57.53 feet to a point of curvature of a 185.00 foot radius curve to the right, the center of which bears North 88\*48'36" West, thence along the arc of said curve 275.19 feet through a central angle of 85"13'38"; thence South 84"02'14" West 37.96 feet to a point of curvature of a 175.00 foot radius curve to the left, the center of which bears South 05\*57\*46" East, thence along the arc of said curve 153.78 feet through a central angle of 50\*20'50"; thence South 33\*41'24" West 25.01 feet to a point of curvature of a 475.00 foot radius curve to the left, the center of which bears South 56\*18'36" East, thence along the arc of said curve 131.03 feet through a central angle of 15°48'18"; thence South 17°53'06" West 214.02 feet to a point of curvature of a 475.00 foot radius curve to the left, the center of which bears South 72°06'54" East, thence along the arc of said curve 146.89 feet through a central angel of 17°43'07"; thence South 79°54'44" East 428.62 feet; thence North 04°50'58" East 575.81 feet; thence North 74°21'41" East 299.55 feet; thence South 41°10'35" East 176.82 feet; thence North 67°04'22" East 394.66 feet; thence South 27°23'27" East 96.50 feet; thence North 54°13'00" East 35.51 feet; thence North 07'48'09" East 119.66 feet: thence South 82'11'51" East 70.00 feet: thence South 07'48'09" West 53.04 feet: thence North 54'13'00" East 277.05 feet: thence South 02"5'10" West 878.05 feet; thence North 56"13'50" West 313.38 feet; thence South 33"46'10" West 30.00 feet; thence North 56"13'50" West 20.58 feet to a point of curvature of a 140.00 foot radius curve to the right, the center of which bears North 33°46'10" East, thence along the following: no development of structures intended for occupancy is permitted. A driveway, road arc of said curve 35.53 feet through a central angel of 14°32'20"; thence North 41°41'30" West 39.34 feet to a point of curvature of a 140.00 foot radius curve to the right, the center of which bears North 48'18'30" East, thence along the arc of said curve 65.31 feet through a central angel of 26'43'42"; thence North 14'57'48" West 68.47 feet to a point of curvature of a 75.00 foot radius curve to the left, the center of which bears South 75°02'12" West, thence along the arc of said curve 59.10 feet through a central angel of 45°08'46"; thence South 08°53'34" West 511.59 feet;



### PROMONTORY THE SUMMIT PARCEL A LEGAL DESCRIPTION (CONT.)

thence South 05'42'45" East 246.86 feet; thence South 38'30'43" East 717.70 feet; thence South 12'41'57" West 681.90 feet; thence South 10'41'41" East 499.18 feet; thence South 39'25'07" East 533.70 feet; thence South 65\*38'44" West 396.93 feet to a point on a curve with a 475.00 foot radius that curves to the left, the center of which bears South 65'38'44" West, thence along the arc of said curve 332.21 feet through a central angel of 40°04'20"; thence North 64°25'36" West 226.18 feet to a point of curvature of a 800.00 foot radius curve to the right, the center of which bears North 25°34'24" East, thence along the arc of said curve 548.33 feet through a central angel of 39°16'17"; thence North 25°09'19" West 210.56 feet to a point of curvature of a 625.00 foot radius curve to the left, the center of which bears South 64\*50'41" West, thence along the arc of said curve 790.81 feet through a central angel of 72°29'46"; thence South 82°20'56" West 132.86 feet; thence North 07°39'04" West 184.37 feet: thence North 01'04'42" East 159.75 feet: thence North 14°38'26" West 122.57 feet; thence North 46"15'07" West 122.57 feet; thence North 77"21'26" West 118.74 feet; thence South 83"04'53" West 102.21 feet; thence North 13\*57'12" West 189.62 feet; thence North 11\*51'30" East 462.19 feet; thence North 01°38'11" East 430.17 feet; thence North 23°41'31" West 421.47 feet to the POINT of BEGINNING.

Containing 106.71 acres, more or less.

### PROMONTORY THE SUMMIT PARCEL B LEGAL DESCRIPTION:

A parcel of land located in Section 1, Township 1 South, Range 4 East, Salt Lake Base and Meridian; and being more particularly described as follows:

Beginning at a point on the Northerly right of way of Promontory Ranch Road (a.k.a. Access Easement No. 1) which bears South 89°20'39" East along the Section Line 2615.51 feet and North 380.65 feet from the Southwest Corner of Section 1, Township 1 South, Range 4 East, Salt Lake Base and Meridian (Basis of Bearing being South 89°20'39" East 5361.90 feet between the Southwest Corner and Southeast Corner of said Section 1, Township 1 North, Range 4 East, Salt Lake Base and Meridian) and running thence North 24'19'11" East 205.89 feet to a point of curvature of a 35.00 foot radius curve to the left, the center of which bears North 65\*40'49" West, thence along the arc of said curve 25.35 feet through a central angle of 41°29'43"; thence North 17°10'33" West 493.23 feet; thence North 65°01'19" East 416.73 feet; thence South 33°39'05" East 440.01 feet; thence South 70°38'09" West 250.33 feet; thence South 35°37'13" East 661.90 feet; thence South 44°17'23" West 139.14 feet; thence North 47'18'38" West 419.88 feet: thence North 10'56'07" West 38.71 feet: thence North 65'40'11" West 172.71 feet to a point of curvature of a 30.00 foot radius curve to the left, the center of which bears South 2419'49" West, thence along the arc of said curve 47.13 feet through a central angle of 90'00'38": thence South 24"19'11" West 179.82 feet to a point on a curve with a 675.00 foot radius that curves to the right, the center of which bears North 23°02'47" East, said point being on the northerly right of way of Promontory Ranch Road, thence along said Promontory Ranch Road right of way and along the arc of said curve 30.00 feet through a central angle of 02°32'48" to the POINT OF BEGINNING.

I, Eric D. Robins, do hereby certify that I am a Registered Land Surveyor and that I hold Certificate No. 5152671 as prescribed under the laws of the State of Utah. I further certify, on behalf of Jack Johnson Company, that a survey has been made of the land shown on this plat and described hereon. I further certify that this plat is a correct representation of the land survey prepared in conformity with the minimum standards and requirements of the law.

## OWNER'S DEDICATION AND CONSENT TO RECORD:

Known all men by these present: that the undersigned is the owner of the hereo described tract of land, having caused the same to be subdivided into lots and s hereafter to be known as "The Summit", does hereby dedicate to the Promontory Conservancy, a Utah corporation, for perpetual use of the lot owners all parcels of land indicated on this plat as private roadways.

Also, the owner hereby dedicates to Summit County, Snyderville Basin Water Reclamation District, Snyderville Basin Special Recreation District, Park City Fire Service District and Mountain Regional Special Service District, a non-exclusive easement over roads, private this plat for the purpose of providing utility installation, maintenance, use, and eventual

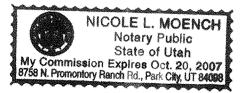
Executed this 22 nd day of March

Pivotal Promontory Development, L.L.C., an Arizona limited liability company

Pivotal Group X, LLC, an Arizona limited liability company Its: Administrative Member

By: F. Francis Najafi as Trustee of the F. Francis Najafi Family Trust

The foregoing instrument was acknowledged before me this 22 day of March2007, by F. Francis Najafi, Trustee of the F. Francis Najafi Family Trust, Administrative Member of Pivotal Group X, LLC., an Arizona limited liability company, Administrative Member of PIVOTAL PROMONTORY DEVELOPMENT, L.L.C.

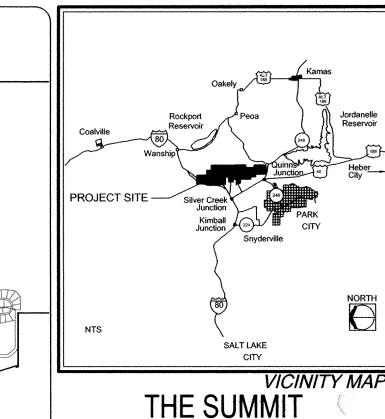


COUNTY RECORDER

ENTRY NO. 808798 BOOK \_\_\_\_\_ PAGE'S \_\_\_\_\_

STATE OF Utah , COUNTY OF Summit

RECORDED AND FILED AT THE REQUEST OF:



LOCATED IN SECTION 1 TOWNSHIP 1 SOUTH, RANGE 4 EAST SALT LAKE BASE AND MERIDIAN

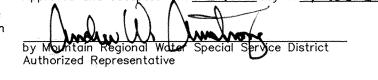
> SUMMIT COUNTY, UTAH SHEET 1 OF 7

SHEET INDEX

SHEET NAME PAGE 1 OF 7 COVER SHEET 2 OF 7 BOUNDARY PLAT (SCALE = 1:120) 3 OF 7 PARTIAL PLAT (SCALE = 1:60)4 OF 7 PARTIAL PLAT (SCALE = 1:60)5 OF 7 PARTIAL PLAT (SCALE = 1:60)

6 OF 7 PARTIAL PLAT (SCALE = 1:60)

7 OF 7 PARTIAL PLAT (SCALE = 1:60)



SNYDERVILLE BASIN WATER RECLAMATION DISTRICT

SNYDERVILLE BASIN SPECIAL RECREATION DISTRICT Approved and accepted this 232 day of March, 2007 Snyderville Basin Special Recreation District

PARK CITY FIRE SERVICE DISTRICT Approved and accepted this 320 day of MARCH, 2007

by Park City Fire Service District

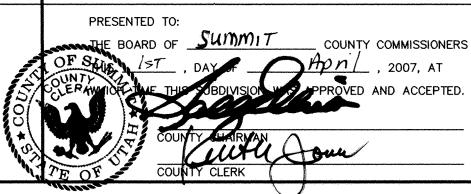
ROCKY MOUNTAIN POWER

The hereon shown utility easements have been approved and accepted on this 23 to day of MAICCL, 2007.

FINAL PLAT MARCH 21, 2007

DATE 4-3-67 , TIME 8:35 , FEE PAID \$ 273. JACK JOHNSÓN COMPANY **Designing World Destinations** 

THE Summit COUNTY ASSESSOR'S OFFICE THIS 30 + 1, DAY OF MATCH , 2007.



COUNTY COMMISSION

I HEREBY CERTIFY THAT I HAVE HAD THIS PLAT EXAMINED BY THIS OFFICE AND IT IS CORRECT IN ACCORDANCE WITH INFORMATION ON FILE IN THIS OFFICE.

COUNTY ENGINEER

APPROVED AND ACCEPTED BY: THE Eastern SummitComfgLANNING COMMISSION DAY OF March

COUNTY PLANNING COMMISSION

THIS 30th, DAY OF March, 2007.

APPROVED AS TO FORM ON:

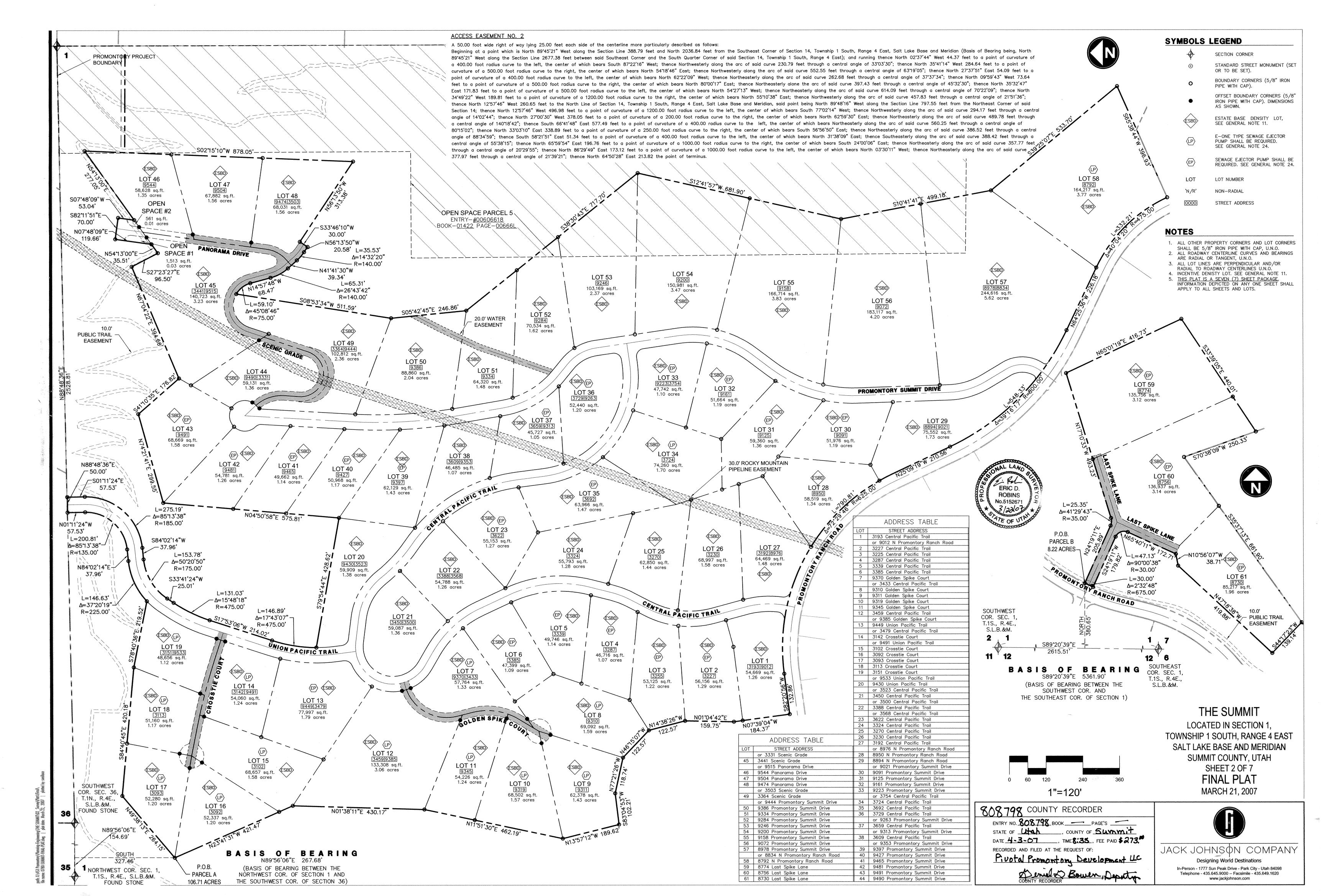
APPROVAL AS TO FORM

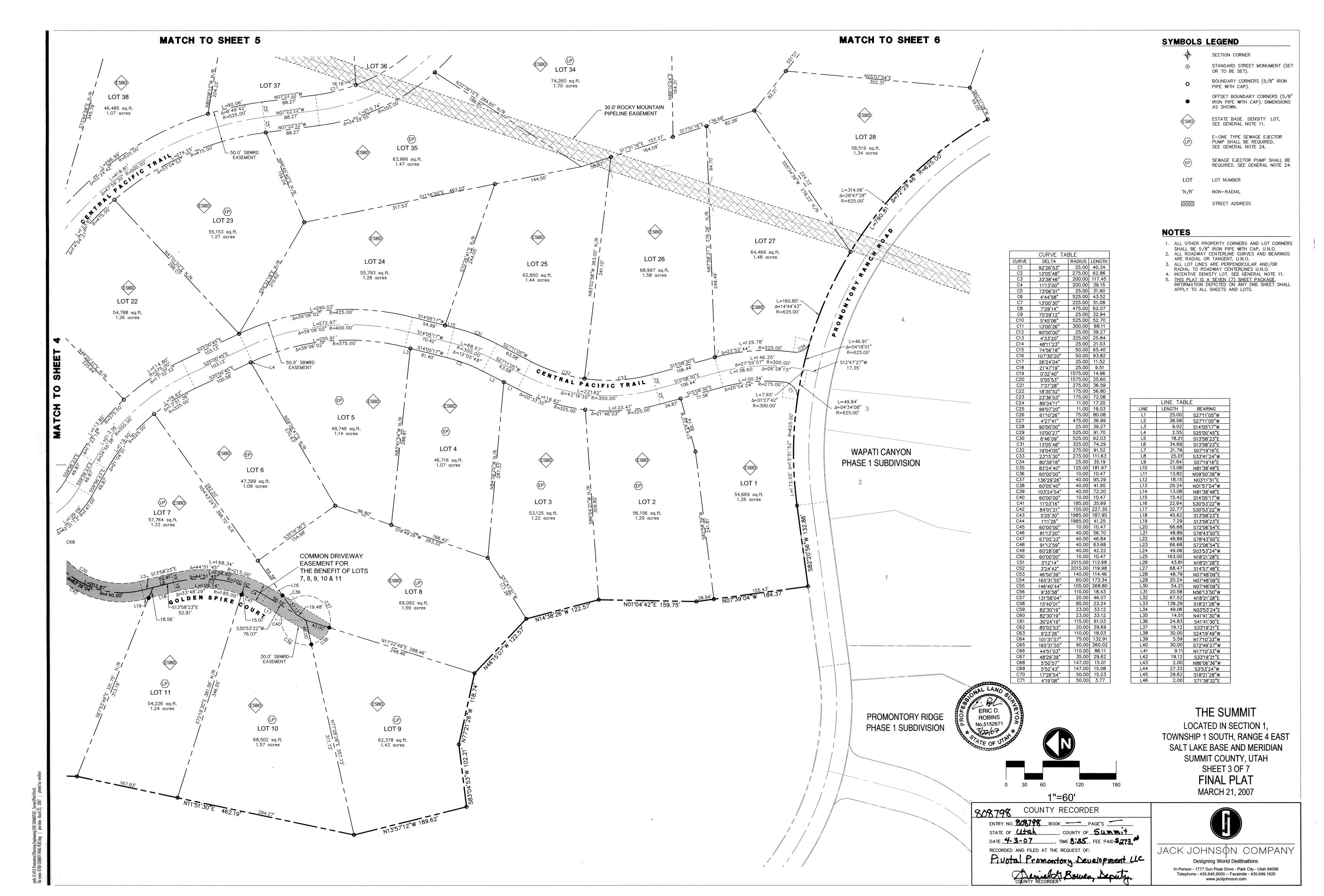
Pivotal Promontory Development LC Denil & Bourn, Departy

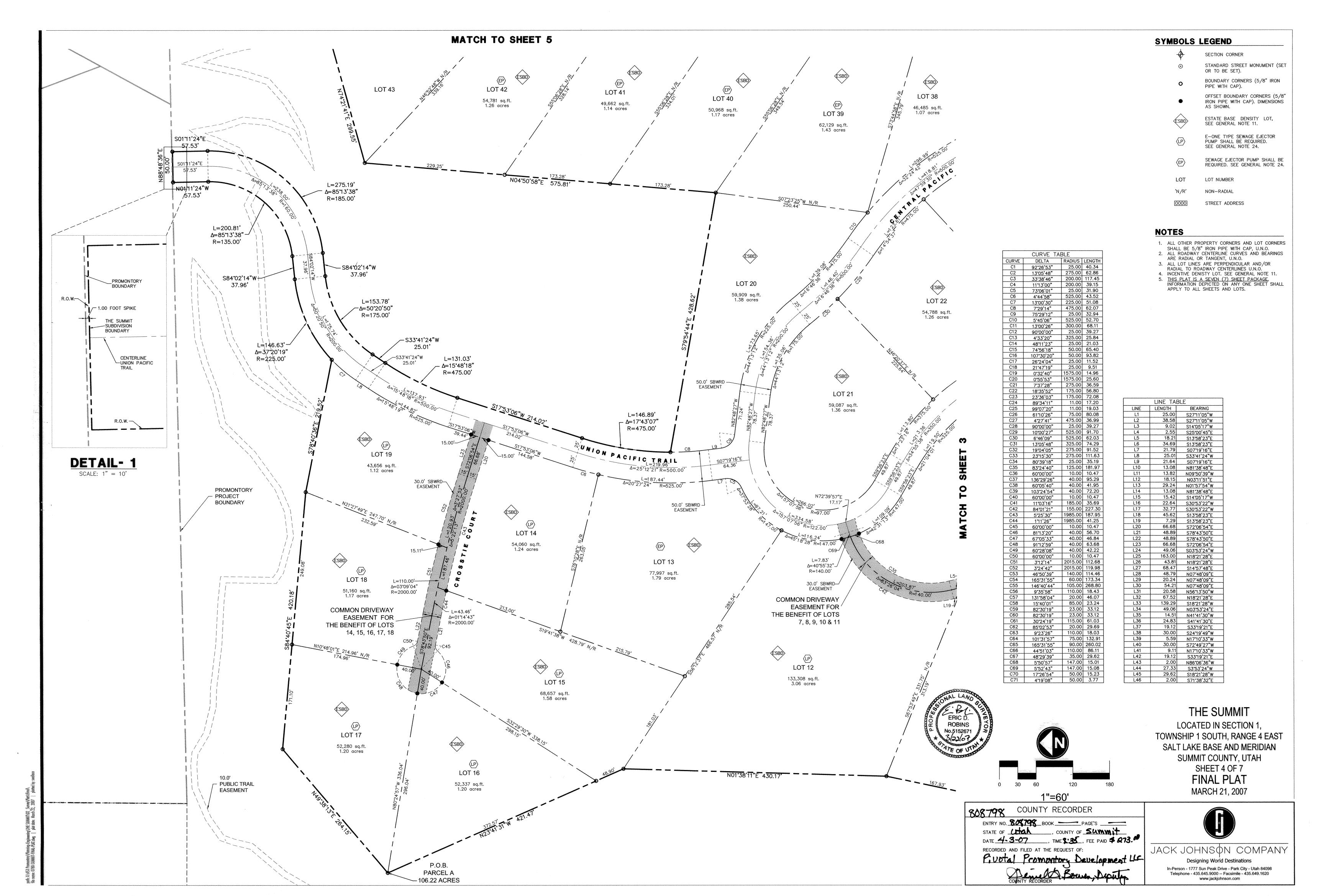
ERIC D.

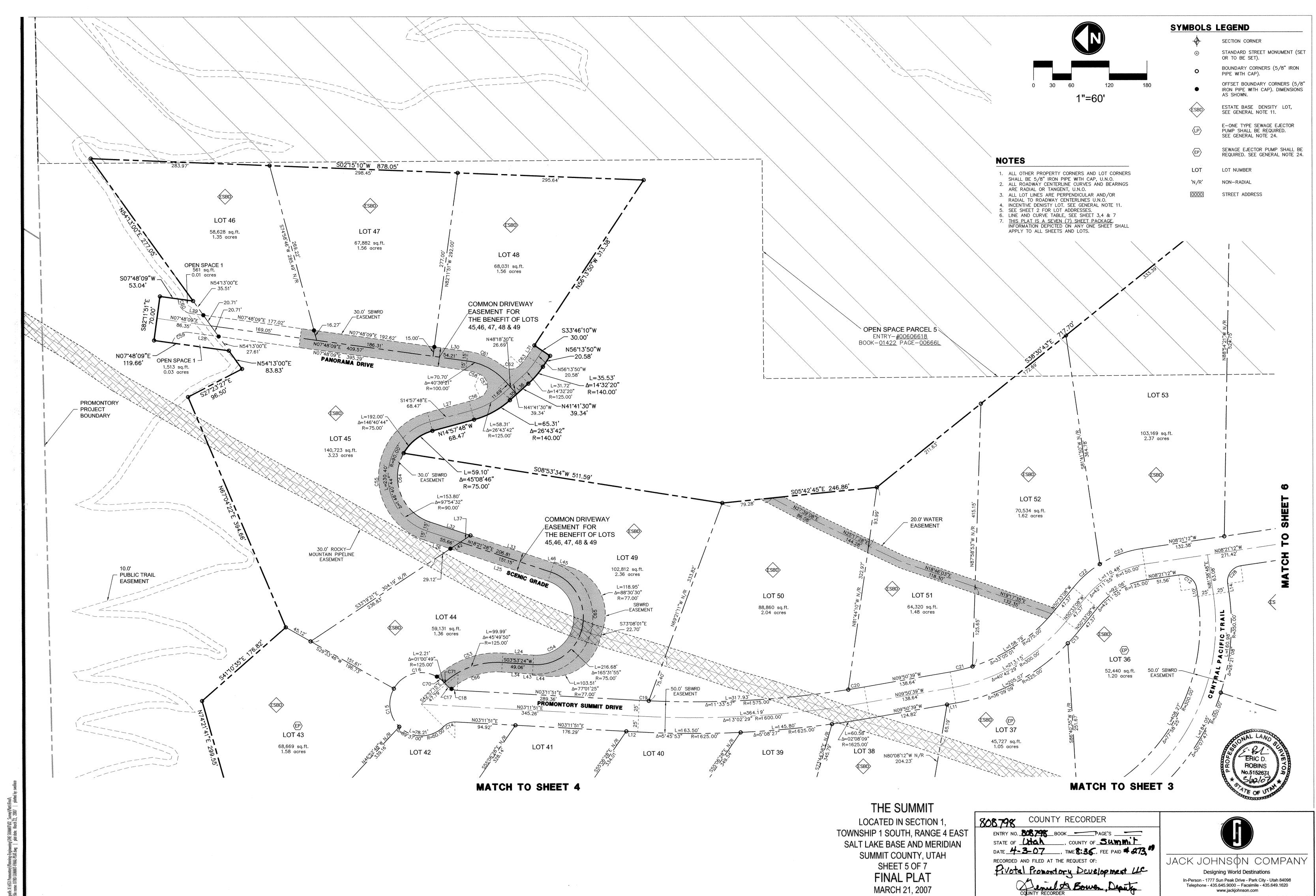
**ROBINS** 

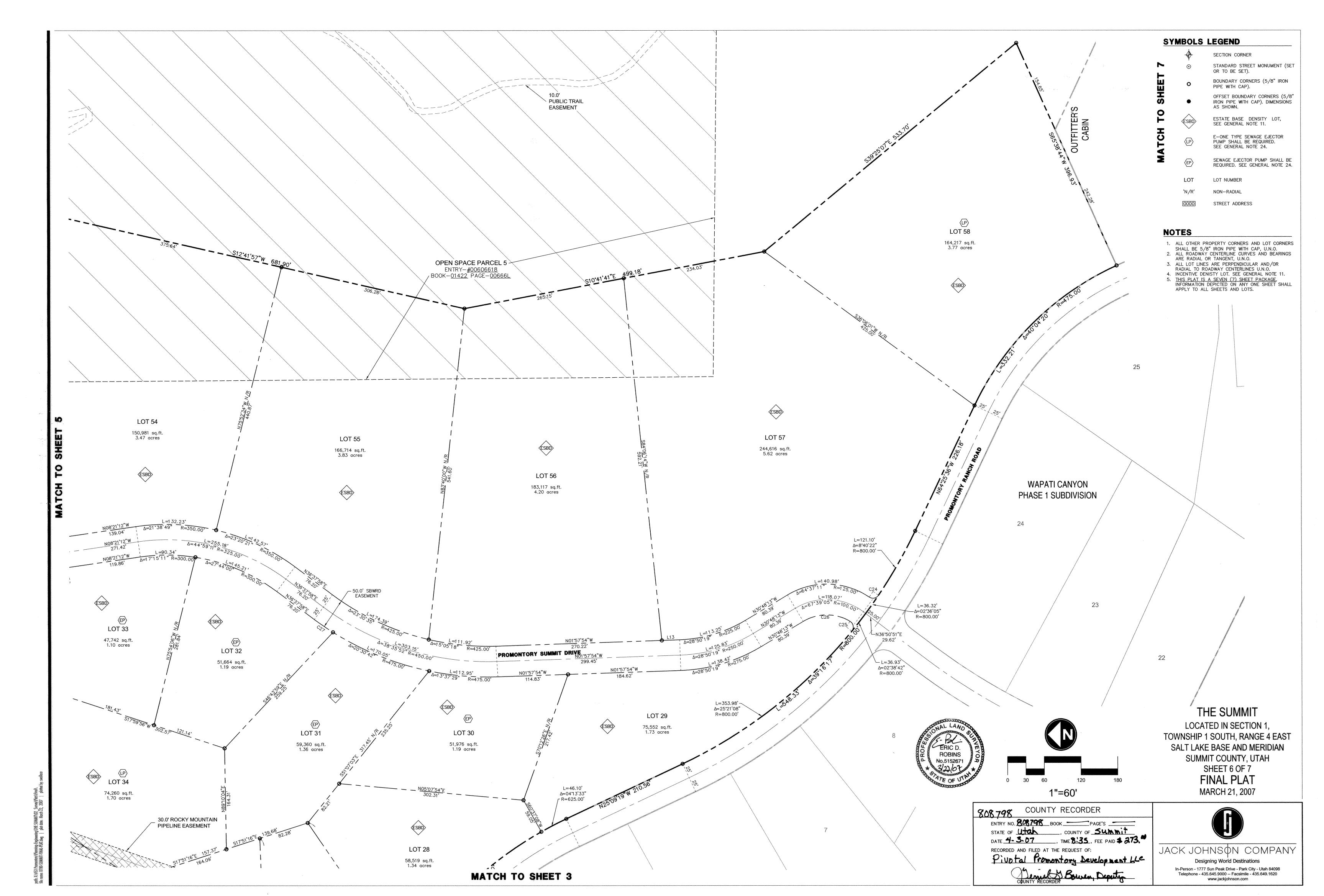
No.5152671

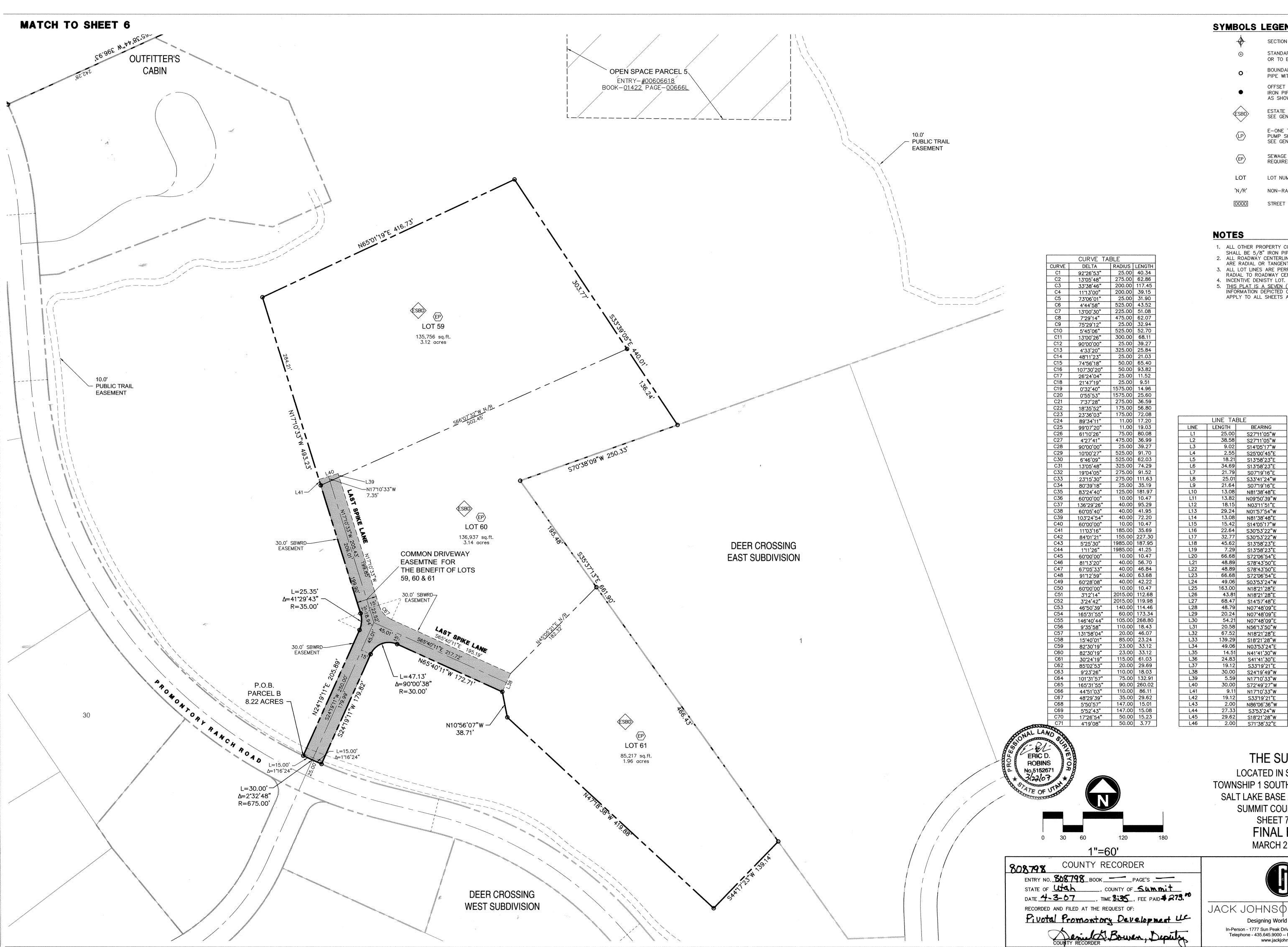












SYMBOLS LEGEND

SECTION CORNER

STANDARD STREET MONUMENT (SET

OR TO BE SET). BOUNDARY CORNERS (5/8" IRON

PIPE WITH CAP).

OFFSET BOUNDARY CORNERS (5/8" IRON PIPE WITH CAP). DIMENSIONS AS SHOWN.

ESTATE BASE DENSITY LOT, SEE GENERAL NOTE 11.

E-ONE TYPE SEWAGE EJECTOR PUMP SHALL BE REQUIRED.

SEE GENERAL NOTE 24.

SEWAGE EJECTOR PUMP SHALL BE REQUIRED. SEE GENERAL NOTE 24.

LOT NUMBER NON-RADIAL

STREET ADDRESS

- 1. ALL OTHER PROPERTY CORNERS AND LOT CORNERS
- SHALL BE 5/8" IRON PIPE WITH CAP, U.N.O. 2. ALL ROADWAY CENTERLINE CURVES AND BEARINGS
- ARE RADIAL OR TANGENT, U.N.O. 3. ALL LOT LINES ARE PERPENDICULAR AND/OR
- RADIAL TO ROADWAY CENTERLINES U.N.O.
- 4. INCENTIVE DENISTY LOT. SEE GENERAL NOTE 11.
- 5. THIS PLAT IS A SEVEN (7) SHEET PACKAGE, INFORMATION DEPICTED ON ANY ONE SHEET SHALL APPLY TO ALL SHEETS AND LOTS.

L2	38.58	S27"11'05"W
L3	9.02	S14*05'17"W
L4	2.55	S25'00'45"E
L5	18.21	S13*58'23"E
L6	34.69	S13'58'23"E
L7	21.79	S0719'16"E
L8	25.01	S33'41'24"W
L9	21.64	S07"19'16"E
L10	13.08	N81*38'48"E
L11	13.82	N09'50'39"W
L12	18.15	N03"11'51"E
L13	29.24	N01°57'54"W
L14	13.08	N81*38'48"E
L15	15.42	S14*05'17"W
L16	22.64	S30*53'22"W
L17	32.77	S30'53'22"W
L18	45.62	S13'58'23"E
L19	7.29	S13*58'23"E
L20	66.68	S72'06'54"E
L21	48.89	S78*43'50"E
L22	48.89	S78°43'50"E
L23	66.68	S72*06'54"E
L24	49.06	S03*53'24"W
L25	163.00	N18'21'28"E
L26	43.81	N18°21'28"E
L27	68.47	S14*57'48"E
L28	48.79	N07*48'09"E
L29	20.24	N07*48'09"E
L30	54.21	N07*48'09"E
L31	20.58	N5613'50"W
L32	67.52	N18*21'28"E
L33	139.29	S18'21'28"W
L34	49.06	N03*53'24"E
L35	14.51	N41'41'30"W
L36	24.83	S41°41'30"E
L37	19.12	S3319'21"E
L38	30.00	S24~19'49"W
L39	5.59	N1710'33"W
L40	30.00	S72*49'27"W
L41	9.11	N1710'33"W
L42	19.12	S3319'21"E
L43	2.00	N86°06'36"W
L44	27.33	S3*53'24"W
L45	29.62	S18*21'28"W
1.46	2.00	074470'70"

# THE SUMMIT

LOCATED IN SECTION 1, TOWNSHIP 1 SOUTH, RANGE 4 EAST SALT LAKE BASE AND MERIDIAN SUMMIT COUNTY, UTAH SHEET 7 OF 7 FINAL PLAT MARCH 21, 2007



JACK JOHNSON COMPANY

**Designing World Destinations** In-Person - 1777 Sun Peak Drive - Park City - Utah 84098 Telephone - 435.645.9000 -- Facsimile - 435.649.1620