

JOHN BYRNE
9805 East Sugarplum Road
Alta, Utah 84092

Dated September 26, 2023

To the Alta Town Council:

I am a resident of Alta, Utah. I own in my individual name Building Sites 106 and 108 of Sugarplum Meadows Planned Unit Development. I am familiar with the Settlement Agreement dated October 30, 1996 entered into by Powderhorn Associates, Sugarplum Meadow Associates, and the Town of Alta. I am also familiar with the amendment to that Settlement Agreement dated June 10, 1999 (as amended, the "Settlement Agreement").

DGH, L.C., a Utah limited liability company owns Building Sites 110 and 112 of Sugarplum Meadows Planned Unit Development. I am the Chief Executive Office of the Manager of DGH, L.C., and the sole Member of DGH, L.C.

WEST ALTA HOLDINGS, L.C., a Utah limited liability company owns Building Sites 109 and 107 of Sugarplum Meadows Planned Unit Development. I am the President of the Manager of WEST ALTA HOLDINGS, L.C. I am also the majority Member (eighty plus percent) of WEST ALTA HOLDINGS, L.C.

As the owner of Building Sites 106 & 108, the sole member of the limited liability company which owns Building Sites 110 & 112 and the majority member of the owner of Building Sites 109 & 107, I respectfully request that the Town of Alta approve my request, and the request of the Sugarplum Meadows Homeowners' Association to enter into the Site Plan Agreement for Building Sites 109 - 112 of Sugarplum Meadows Planned Unit Development (the "Site Plan Agreement") a copy of which Site Plan Agreement has been previously provided to the Town of Alta and a copy of which is included under the second Tab in the Binder of materials provided to the Town of Alta. The reasons for this request are contained in prior letters to the Town of Alta dated July 17, 2023 and September 13, 2023.

As the owner of Building Sites 106 & 108, I acknowledge that some of the restrictions contained in the Settlement Agreement were for the benefit of the owner of Building Sites 106 & 108. AS the owner of Building Sites 106 & 108, I agree that those portions of the Settlement Agreement which benefitted Building Sites 106 & 108 regarding open space on Building Site 110, the removal of fill materials and the direction of the ridge roof line and height of any home to be built on Building Site 110 may be removed.

It is my belief that the Site Plan Agreement is primarily for the benefit of the Sugarplum Meadows Homeowners' Association and the other homeowners in that it will greatly improve the ability to remove and store snow on and through Building Site 110.

As the sole Member of the owner of Building Site 110, I request that the existing Site Plan be vacated and that the Site Plan proposed in the Site Plan Agreement (defined above) be adopted.

Sincerely,

A handwritten signature in blue ink, appearing to read 'J. Byrne', is written over the word 'Sincerely,'.

John Byrne

TABLE OF CONTENTS

1. Description of Applicants with Building Site Ownership and Sugarplum Meadows Homeowners' Association.
2. Request for the Town of Alta to enter into Site Plan Agreement for Building Sites 109 – 112 of Sugarplum Meadows Planned Unit Development.
3. Request letters (July 17, 2023 & September 13, 2023) from J. Randall Call, counsel for John Byrne and his Affiliated Entities.
4. Letter from Sugarplum Meadows Homeowners' Association documenting approval of a majority (11 of 12 homeowners) of Homeowners to the Applicants' request and as Co-Applicant.
5. Letters from Paul Gongaware (HOA Trustee and Homeowner) and Samuel H. Adams (HOA Trustee and Homeowner) supporting Applicants' request.
6. Documents showing current 110 Building Site Plan per earlier Settlement Agreement (See Tab 3, Appendix 1 and Appendix 2 to July 17, 2023 letter).
7. Page 7 of McNeil draft survey of Sugarplum Meadows Subdivision showing Site Plan change for Building Site 110 per the proposed Site Plan Agreement (see Tab 2).
8. Affidavit of Dave Weisbard.
9. Page 9 of the original Sugarplum Meadows Declaration (CC&Rs) wherein at Section 2.4 Snow Removal and Storage is described.
10. Document prepared by McNeil Engineering identifying likely Existing Parking in the Sugarplum Meadows Subdivision.
11. Page 10 of the original Sugarplum Meadows Declaration (CC&Rs) wherein at Section 3.3 Parking is described.
12. Pages 1 & 2 of the 1996 Settlement Agreement with the first full paragraph of Section 1 on Page 2 highlighted. This first paragraph of Section 1 identifies building site restrictions (no-build, snow removal and parking) for Building Sites 109 – 112.
13. Pages 1 & 2 of the 1996 Settlement Agreement with the second and third paragraphs of Section 1 on Page 2 highlighted. These two Paragraphs of Section 1 identify building restriction for a home to be built on Building Site 110 (spacing, orientation and elevation).
14. Copy of Draft Survey of Sugarplum Meadows Subdivision by McNeil Engineering, last draft iteration September 11, 2023.

Tab 1

THE APPLICANTS TO SITE PLAN AGREEMENT FOR
BUILDING SITES 109-112 OF SUGARPLUM MEADOWS
PLANNED UNIT DEVELOPMENT:

BUILDING SITE

OWNER

BUILDING SITE 106

JOHN BYRNE

BUILDING SITE 108

JOHN BYRNE

BUILDING SITE 110

DGH, L.C. (JOHN BYRNE
OWNER)

BUILDING SITE 112

DGH, L.C. (JOHN BYRNE
OWNER)

BUILDING SITE 109

WEST ALTA HOLDINGS,
L.C. (JOHN BYRNE
OWNER)

BUILDING SITE 107

WEST ALTA HOLDINGS,
L.C. (JOHN BYRNE
OWNER)



LEGEND

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6 OF 7

ALTA/NSPS
LAND TITLE
SURVEY

DATE: 10/14/23
CHECKED BY: MCH
FIELD CHECK: ZHAH/MCHW
CALC BY: DMW
DRAWN BY: HMW
CAD FILE: 23350
PROJECT NO: 23350

SUGARPLUM MEADOWS P.U.D.
CIRQUE PROPERTY, LC.
ALTA, UTAH
LOCATED IN THE NORTHEAST 1/4 OF SECTION 06, TOWNSHIP 3 SOUTH, RANGE 3 EAST, S.L.B. 8.M.

MCNEIL ENGINEERING
Civil Engineering • Consulting & Land Surveying
Structural Engineering • Land Surveying & HDOS

McNeil Engineering, Inc. • 200 South 1000 West, Suite 1000 • Salt Lake City, UT 84119 • (801) 488-2700 • www.mcneileng.com
Professional Engineers and Surveyors • License No. 12345 and 67890

Tab 2

DRAFT

SITE PLAN AGREEMENT FOR BUILDING SITES
109 - 112 OF SUGARPLUM MEADOWS PLANNED UNIT DEVELOPMENT

This SITE PLAN AGREEMENT FOR BUILDING SITES 109 - 112 OF SUGARPLUM MEADOWS PLANNED UNIT DEVELOPMENT (“Site Plan Agreement”) is entered into and made effective as of July __, 2023 (the “Effective Date”) by and between JOHN J. BYRNE III as owner of Building Sites 106 and 108 (“106 & 108 Owner”), WEST ALTA HOLDINGS, L.C., a Utah limited liability company as owner of Building Sites 107 and 109 (“107 & 109 Owner”), DGH, L.C., a Utah limited liability company as owner of Building Sites 110 and 112 (“110 & 112 Owner”) (the 106 and 108 Owner, the 107 and 109 Owner and the 110 and 112 Owner being collectively referred to herein as the “Building Sites Owners”), and the TOWN OF ALTA, a political subdivision of the State of Utah (hereafter sometimes referred to as the “TOWN” or “ALTA”) (hereafter, the “Parties” or a “Party”).

SUGARPLUM MEADOWS OWNERS ASSOCIATION (the “ASSOCIATION”) is executing this Site Plan Agreement to evidence its approval of and consent to this Site Plan Agreement.

RECITALS

WHEREAS, on October 30, 1996, Powderhorn Associates, by its general partner, Ski Resort Development, Inc., and Sugarplum Meadows Associates, by its general partner, Madison Company, as Plaintiffs and the TOWN, entered into a Settlement Agreement (the “10/30/1996 Settlement Agreement”).

WHEREAS, on June 10, 1999, the parties to the 10/30/1996 Settlement Agreement, entered an Amendment to the 10/30/1996 Settlement Agreement (the “6/10/1999 Amended Settlement Agreement”).

WHEREAS, the Building Sites Owners are the real parties in interest to the subject matter of this Site Plan Agreement in that they are the owners of all of the building sites affected by the 10/30/1996 Settlement Agreement and the 6/10/1999 Amended Settlement Agreement, and the Plaintiffs described in the 10/30/1996 Settlement Agreement and the 6/10/1999 Amended Settlement Agreement have no further legal interest in any of the building sites (hereafter “Building Sites” or “Building Site”) located within Sugarplum Meadows Planned Unit Development (“Sugarplum Meadows PUD”).

WHEREAS, to the extent legally required, if approval of this Site Plan Agreement by the ASSOCIATION requires approval by the members of the ASSOCIATION, such approval will be obtained by the ASSOCIATION prior to its execution of this Site Plan Agreement.

NOW THEREFOR, FOR GOOD AND VALUABLE CONSIDERATION, receipt of which is acknowledged, the Parties hereto agree as follows:

SECTION 1. Building Sites 109-112 in Phase 5 of Sugarplum Meadows PUD shall be developed in accordance with the Site Plan dated July 14, 2023, a copy of which Site Plan (the "Site Plan") is attached hereto as Exhibit "A". The Site Plan provides for a thirty (30) foot wide drainage, snow removal, and snow storage area running along the common property line of Building Sites 108 and 110. A storm drain easement, for a buried storm drain occupies a ten (10) foot wide portion of such thirty (30) foot drainage, snow removal and snow storage area.

Any prior reference, including in the 10/30/1996 Settlement Agreement and/or the 6/10/1999 Amended Settlement Agreement, to (i) two (2) guest parking stalls and/or (ii) additional open space and/or non-buildable area on Building Site 110 are specifically removed by this Site Plan Agreement. In the event of any conflict between this Site Plan Agreement and the 10/30/1996 Settlement Agreement and/or the 6/10/1999 Amended Settlement Agreement as it relates to the above first paragraph of this Section 1, the provisions of the above first paragraph of this Section 1 shall take precedence and shall apply.

SECTION 2. Any prior reference, including in the 10/30/1996 Settlement Agreement and/or the 6/10/1999 Amended Settlement Agreement, to any requirement that: (i) any single family dwelling unit constructed on Building Site 110 shall have the ridge roof line oriented parallel with the property line separating Building Sites 110 and 112 and not parallel with the property line separating Building Sites 108 and 110, (ii) construction on Building Site 110 shall commence from the natural soil elevation of Building Site 110, (iii) the ridge roof line of any single family dwelling unit constructed on Building Site 110 be no higher than thirty-six (36) feet from the natural soil elevation, and/or (iv) prior to construction on Building Site 110 that any material, soil and/or fill previously placed on Building Sites 110 and 112 be removed are specifically vacated, withdrawn and removed by this Site Plan Agreement.

In the event of any conflict between this Site Plan Agreement and the 10/30/1996 Settlement Agreement and/or the 6/10/1999 Amended Settlement Agreement as it relates to the above first paragraph of this Section 2, the provisions of the above first paragraph of this Section 2 shall take precedence and shall apply.

SECTION 3. This Site Plan Agreement may be executed in any number of counterparts, each of which when executed and delivered shall be an original, but all such counterparts shall constitute one and the same agreement.

SECTION 4. This Site Plan Agreement shall be effective as of the above defined Effective Date.

SECTION 5. While the Parties hereto, other than the TOWN, are not parties to the 10/30/1996 Settlement Agreement or the 6/10/1999 Amended Settlement Agreement, they

Site Plan Agreement
July __, 2023

are the current owners of Building Sites 106, 108, 109, 110 and 112 and are all of the intended beneficiaries of the operative provisions of the 10/30/1996 Settlement Agreement and the 6/10/1999 Amended Settlement Agreement which are affected by the provisions of SECTION 1 and SECTION 2 above.

SECTION 6. This Site Plan Agreement is not intended in any way to be an amendment to the 10/30/1996 Settlement Agreement or the 6/10/1999 Amended Settlement Agreement, but rather is intended to be a subsequent agreement of the Parties based upon the: (i) current ownership of Building Sites 106, 108, 109, 110 and 112, (ii) current development of Sugarplum Meadows PUD, and (iii) present circumstances.

SECTION 7. No alteration, modification, or interpretation of this Site Plan Agreement or the Exhibits hereto shall be binding unless in writing and signed by the Parties hereto.

SECTION 8. If any provision of this Site Plan Agreement or any application to any party or circumstance shall be determined by any court of competent jurisdiction to be invalid or unenforceable to any extent, the remainder of this Site Plan Agreement or the application of such provision to such person or circumstance, other than those as to which it is so determined invalid or unenforceable, shall not be effected thereby, and each provision hereof shall be valid and shall be enforced to the fullest extent permitted by law.

SECTION 9. This Site Plan Agreement shall be construed and enforced in accordance with the laws of the State of Utah.

SECTION 10. Each Party executing this Site Plan Agreement represents and warrants that they are fully authorized to do so.

SECTION 11. This Site Plan Agreement specifically affects a portion of the real property described on Exhibit "B" attached hereto and may be recorded with the Salt Lake County Recorder at the request of any Party hereto.

Dated and made effective as stated above.

TOWN OF ALTA

By: _____

Its: _____

OWNER BUILDING SITES 106 & 108

JOHN J. BYRNE III

Site Plan Agreement
July __, 2023

OWNER BUILDING SITES 107 & 109

WEST ALTA HOLDINGS, L.C., a Utah limited liability company,

By: Cirque Properties, Inc., a Wyoming corporation,
Its: Manager

By: Douglas B. Christensen
Its: CFO

OWNER BUILDING SITES 110 & 112

DGH, L.C., a Utah limited liability company

By: Cirque Properties, Inc., a Wyoming corporation,
Its: Manager

By: Douglas B. Christensen
Its: CFO

APPROVED AND CONSENTED TO
THIS ____ DAY OF _____, 2023:

SUGARPLUM MEADOWS HOMEOWNERS'
ASSOCIATION, a Utah nonprofit corporation

By: _____
Name: John J. Byrne
Title: President and Trustee

By: _____
Name: Samuel H. Adams
Title: Trustee

Site Plan Agreement
July __, 2023

By: _____
Name: Paul Gongaware
Title: Trustee

STATE OF UTAH)
) ss.
COUNTY OF SALT LAKE)

On this ____ day of _____, 2023, before me a Notary Public in and for said county and state, personally appeared _____, who acknowledged to me that he/she is the _____ of the Town of Alta and who acknowledged to me that he/she executed the foregoing instrument on behalf of the Town of Alta.

WITNESS my hand and notarial seal

Notary Public

STATE OF UTAH)
) ss.
COUNTY OF SALT LAKE)

On this ____ day of _____, 2023, before me a Notary Public in and for said county and state, personally appeared John J. Byrne, who acknowledged to me that he executed the foregoing instrument.

WITNESS my hand and notarial seal

Notary Public

STATE OF UTAH)
) ss.
COUNTY OF SALT LAKE)

On this ____ day of _____, 2023, before me a Notary Public in and for said county and state, personally appeared DOUGLAS B. CHRISTENSEN, the Chief Financial Officer of Cirque Properties, Inc., the Manager of WEST ALTA HOLDINGS L.C., who acknowledged to me that he executed the foregoing instrument on behalf of WEST ALTA HOLDINGS L.C., in his capacity as the Chief Financial Officer of Cirque Properties, Inc., the Manager of WEST ALTA HOLDINGS L.C.

WITNESS my hand and notarial seal

Notary Public

Site Plan Agreement
July __, 2023

STATE OF UTAH)
) ss.
COUNTY OF SALT LAKE)

On this ____ day of _____, 2023, before me a Notary Public in and for said county and state, personally appeared DOUGLAS B. CHRISTENSEN, the Chief Financial Officer of Cirque Properties, Inc., the Manager of DGH, L.C., who acknowledged to me that he executed the foregoing instrument on behalf of DGH, L.C., in his capacity as the Chief Financial Officer of Cirque Properties, Inc., the Manager of DGH, L.C.

WITNESS my hand and notarial seal

Notary Public

STATE OF UTAH)
) ss.
COUNTY OF SALT LAKE)

On this ____ day of _____, 2023, before me a Notary Public in and for said county and state, personally appeared John J. Byrne, who acknowledged to me that he executed the foregoing instrument in his capacity as the duly authorized President, and Member of the Board of Trustees of Sugarplum Meadows Homeowners' Association, a Utah corporation, which thereby executed and approved the same.

WITNESS my hand and notarial seal

Notary Public

STATE OF UTAH)
) ss.
COUNTY OF SALT LAKE)

On this ____ day of _____, 2023, before me a Notary Public in and for said county and state, personally appeared Samuel H. Adams, who acknowledged to me that he executed the foregoing instrument in his capacity as a Member of the Board of Trustees of Sugarplum Meadows Homeowners' Association, a Utah corporation, which thereby executed and approved the same.

WITNESS my hand and notarial seal

Notary Public

Site Plan Agreement
July __, 2023

STATE OF UTAH)
) ss.
COUNTY OF SALT LAKE)

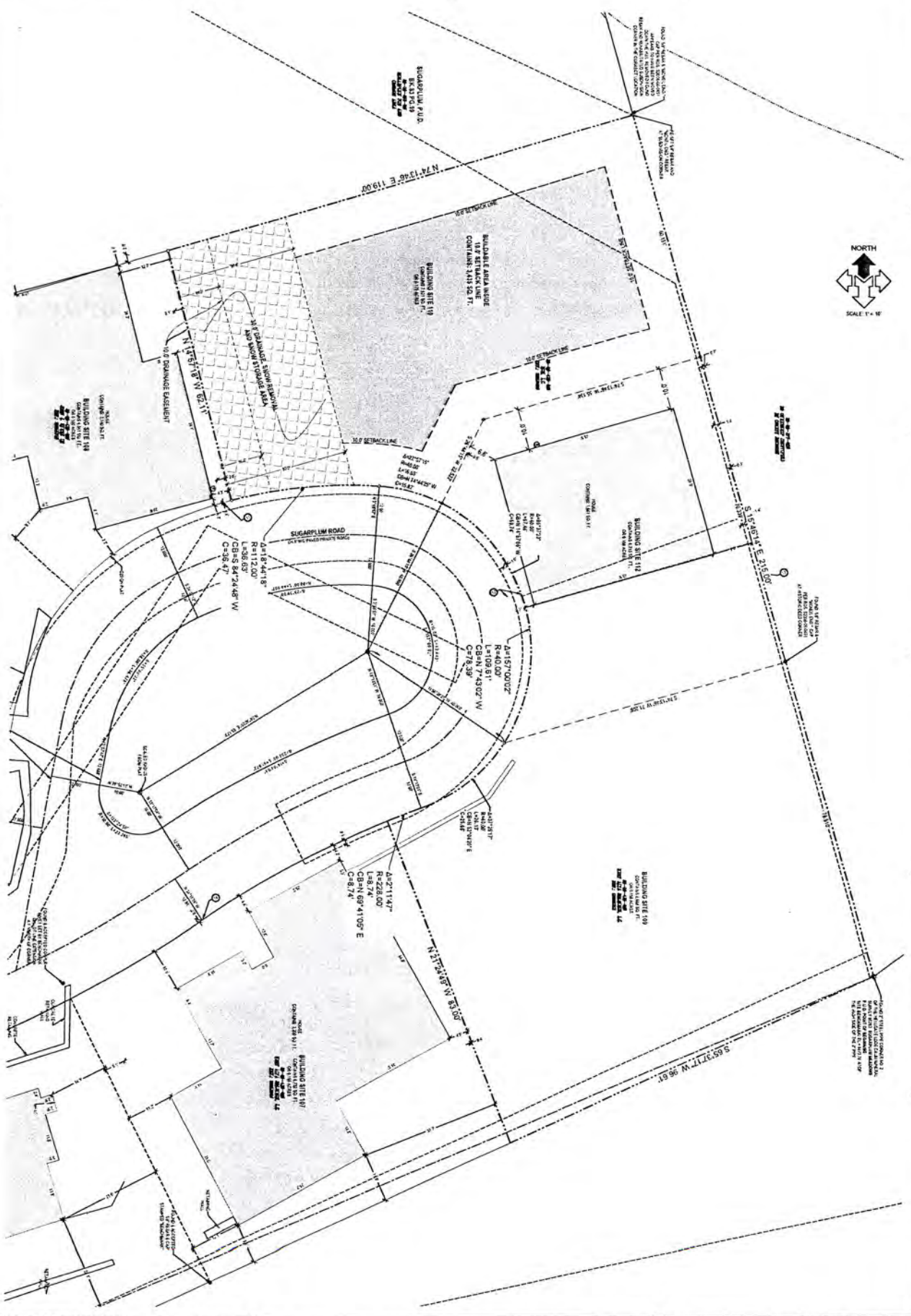
On this ____ day of _____, 2023, before me a Notary Public in and for said county and state, personally appeared Paul Gongaware, who acknowledged to me that he executed the foregoing instrument in his capacity as a Member of the Board of Trustees of Sugarplum Meadows Homeowners' Association, a Utah corporation, which thereby executed and approved the same.

WITNESS my hand and notarial seal

Notary Public

EXHIBIT "A"

SITE PLAN AGREEMENT FOR BUILDING SITE 109 - 112



1 OF 1

EASEMENT EXHIBIT

| REVISIONS | | |
|-----------|------|-------------|
| REV | DATE | DESCRIPTION |
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PROJECT NO: 22990
 DRAWN BY: SWM
 CHECK BY: [Signature]
 DATE: 11/23/20

AMENDED SUGARPLUM MEADOWS P.U.D.

BUILDING LOT 110 EASEMENT MODIFICATIONS

ALTA, UTAH

LOCATED IN THE NORTHEAST 1/4 OF SECTION 06, TOWNSHIP 3 SOUTH, RANGE 3 EAST, S.L.B.&M.



McNEIL ENGINEERING

Surveying and Boundary Design, Professional Year Know and Trust

6110 South Sandy Parkway, Suite 200 Sandy, Utah, 84095 (801)662-7790 www.mcnilengineering.com

Civil Engineering • Consulting & Landscape Architecture

Structural Engineering • Land Surveying & L&DE

EXHIBIT "B"

LEGAL DESCRIPTION OF PART I OF THE PROJECT

THAT PORTION OF LOT 1, SUGARPLUM PUD AMENDED, DESCRIBED AS FOLLOWS:

Beginning at a point which is North 15°50'49" West 215.00 feet and South 74°09'11" West 210.00 feet and South 29°09'11" West 105.00 feet and South 74°09'11" West 109.00 feet from the point of beginning of Sugarplum Meadows, said point of beginning of Sugarplum Meadows being located North 67°08'19" East 1484.27 feet from a 2" steel pipe in the Rock Kern of Corner No. 2, of the Blackjack Mining Lode Claim, Survey #5288, said claim corner being located South 32°13'19" West 3377.23 feet more or less from the Northeast corner of Section 6, Township 3 South, Range 3 East, Salt Lake Base and Meridian, and running thence from the true point of beginning thence South 19°35'18" East 71.73 feet to a point on a curve to the left, thence along said curve to the left (radius 182.00 feet, delta 16°32'23", chord bearing and distance: South 62°08'30" West, 52.36 feet), an arc distance of 52.54 feet to the point of a compound curve to the left, thence along said compound curve to the left (radius 147.69 feet, delta 28°47'03", chord bearing and distance: South 39°28'48" West, 73.42 feet), an arc distance of 74.20 feet to the beginning of a curve to the right (radius, 125.00 feet, delta 32°22'25", chord bearing and distance: South 41°16'29" West, 69.69 feet, thence South 32°32'19" East 3.13 feet, thence South 70°08'54" West 66.33 feet), thence North 29°09'11" East 240.00 feet, thence North 74°09'11" East 61.00 feet to the point of beginning.

Tax Identification Numbers

| | |
|-----------------------|---------------|
| Building Site 101 | 30-06-429-002 |
| Building Site 102 | 30-06-429-004 |
| Building Site 103 | 30-06-429-012 |
| Building Site 104 | 30-06-429-005 |
| Building Site 105 | 30-06-429-014 |
| Building Site 106 | 30-06-429-006 |
| Building Site 107 | 30-06-429-015 |
| Building Site 108 | 30-06-429-007 |
| Building Site 109 | 30-06-429-019 |
| Building Site 110/112 | 30-06-429-018 |
| Building Site 113 | 30-06-429-013 |
| Common Area | 30-06-429-011 |

Tab 3

CIRQUE PROPERTY L.C.
10011 South Centennial Parkway, Suite 275
Sandy, Utah 84070

September 13, 2023

Via E-mail: jguldner@townofalta.com

John Guldner
Town of Alta

Re: Sugarplum Meadows Building Site 110

Dear John:

Hope all is going well. The summer is coming to an end too quickly. Seems like the snow in Alta just melted! We have nearly completed our updated draft survey of the Sugarplum Meadows Subdivision. I attach for your review a 9-11-2023 draft of that Survey. This is a draft so we must reserve the right to make additional changes. I also attach a separate page (Page 1 of 1) showing where parking for the owners of Building Sites in Sugarplum Meadows currently exists. Any new construction on Building Site 110 will also have its own garage and driveway parking. This parking includes garages and driveways. Many of the driveways are heated and are available for Building Site owners' guests as anticipated by Section 3.3 of the Sugarplum Meadows Planned Unit Development Declaration. Given the number of parking spaces, and for the reasons stated in our July 17, 2023 letter, we believe that the spaces for two parking places designated in the Site Plan attached to the 1996 Settlement Agreement located on Building Site 110 are unnecessary. We further believe that this parking area should be used for snow removal as noted on Page 7 of the attached Draft Survey.

We have yet to hear back from the Town in response to our July 17, 2023 letter. We believe that our suggestions in that July 17, 2023 letter are primarily for the benefit of the HOA. The proposed changes to the Building Site 110 will greatly improve snow removal and storage in the Sugarplum Meadows Subdivision.

Please note that in the attached Survey, we have shown the non-buildable are on Building Site 110 to be 45 feet **running from the property line between Building Sites 108 & 110** rather than 48 feet running from the corner of John's home on Building Site

108. We believe that this is consistent with you letter to Don Dalton dated August 20, 2004.

We are anxious to hear back from the Town concerning these matters. Please let us know if there is additional information that the Town requires. We believe that the HOA Trustees are also anxious to conclude this matter as the HOA prepares for another snowy winter.

Sincerely,

J. Randall Call

J. Randall Call

Randall Call

From: Randall Call
Sent: Thursday, September 14, 2023 9:42 AM
To: jguldner@townofalta.com
Subject: Sugarplum Meadows Building Site 110
Attachments: John Guldner Letter 9.13.23 Final.docx

John, hope you are well. Please see my attached letter. I apologize for having signed it electronically, but I am at home and my scanner here is a bit funky! I have also included a link below (22550) for the draft Survey and Parking Sheet. This is a draft Survey, so please do not share it with others besides those in the Town who may need to review it for purposes of our requests for changes to the Building Site 110 Site Plan as per our July 17, 2023 letter. Please, if you have any questions, give me a call at (801) 493-9396 or e-mail me.

Best,
Randall

 [22550](#)

Sent 7/17/23
Via E-mail

CIRQUE PROPERTY L.C.
10011 South Centennial Parkway, Suite 275
Sandy, Utah 84070

July 17, 2023

Via E-mail: jguldner@townofalta.com

John Guldner
Town of Alta

Re: Sugarplum Meadows Building Site 110

Dear John:

Hope all is going well. On October 30, 1996, Powderhorn Associates, by its general partner, Ski Resort Development, Inc., and Sugarplum Meadows Associates, by its general partner, Madison Company, as Plaintiffs and the Town of Alta, entered into a Settlement Agreement with the Town of Alta, a copy of which is attached hereto as Appendix "1" (the "10/30/1996 Settlement Agreement").

On June 10, 1999, the parties to the 10/30/1996 Settlement Agreement, entered into an Amendment to the 10/30/1996 Settlement Agreement, a copy of which June 10, 1999 Amendment to October 30, 1996 Settlement Agreement is attached hereto as Appendix "2" (the "6/10/1999 Amended Settlement Agreement").

Section 1 of the 10/30/1996 Settlement Agreement deals with essentially three things: the first paragraph of Section 1 provides that per the Site Plan attached as Exhibit "A" to Appendix "1", the western forty-eight (48) feet of Building Site 110 would be a no-build area. Within that forty-eight (48) foot no-build area, there would be two guest parking spaces and a fifteen-foot-wide snow storage/snow removal corridor to the back (north) property line. The two parking spaces have a combined width of approximately fifteen feet. The adjacent snow storage/snow removal corridor is 15 feet wide, which leaves approximately eighteen (18) additional feet of non-buildable area. See the Exhibit "A" to the attached Appendix "1".

The second paragraph of Section 1 provides that for the benefit of the Town of Alta and Building Site 106, any structure built on Building Site 110 would be built at the natural grade level (any fill being removed), the structure's ridge roof line would be

oriented parallel with the property line separating Building Sites 110 and 112, and the ridge roof line would not exceed 36 feet from natural soil elevation.

Finally, the third paragraph of Section 1 acknowledges that any future structure to be built on Building Site 106 would be limited to three (3) bedrooms despite prior approval of four (4) bedrooms.

Now, over approximately 27 years later, conditions and considerations have changed with respect to Building Site 110. Those changed conditions and additional considerations include:

1. John Byrne, or affiliate entities of John, own Building Sites 106, 107, 108, 109, 110 and 112.
2. The property line common to Building Sites 110 and 112 has been modified such that Building Site 110 has been made larger and a new structure with the ridge roof line running parallel to the new common property line of Building Sites 110 and 112 does not make sense.
3. The drainage easement that ran five (5) feet on either side of the prior property line between Building Sites 110 and 112 has been vacated and a new drainage easement reflecting where the drainage actually occurs has been established over the west ten (10) feet of Building Site 110.
4. The open space and building restrictions (other than the snow removal/snow storage corridor of fifteen feet) really benefit only John as the owner of Building Sites 106, 107, 108, 109 and 112.
5. The two parking spaces are rarely used, and because of an extension to the home on Building Site 108, parking in these two spaces during the winter is problematic because of roof snow shed.
6. The fifteen (15) foot snow removal/snow storage corridor is narrow and is effectively too far to the east to be easily used given the topography of Building Site 110.
7. Section 3.3 of the Sugarplum Meadows Planned Unit Development Declaration provides that "Unless otherwise permitted by the Board, no motor vehicles shall be parked or left on any portion of the Project other than within a driveway, garage or other parking structure." As made evident by this past winter, surface parking in the Project is problematic.

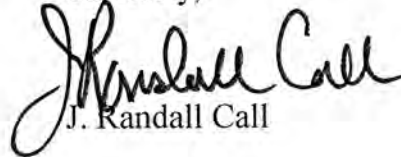
Based upon these factors and considerations, John asks that the Town consider entering into a Site Plan Agreement ("Agreement") similar to the one attached hereto as Appendix "3", which Agreement would remove and/or alter the current Building Site 110 restrictions previously established by the 10/30/1996 Settlement Agreement by: (i) removing any requirement for two parking spaces, (ii) expanding the snow

removal/storage area from fifteen (15) feet wide to thirty (30) feet wide [this snow removal/storage area would begin on the property line between Building Site 108 and 110 and would run into Building Site 110 the thirty (30) feet, see Exhibit "A" to Appendix "3"], (iii) removing the non-buildable restriction on the remaining eighteen (18) feet of Building Site 110, obviously there would be no building allowed in the thirty (30) foot wide snow storage/snow removal area, and (iv) removing building height, removal of fill and home direction restrictions.

While John Byrne is not a party to the 10/30/1996 Settlement Agreement or the 6/10/1999 Amended Settlement Agreement and is not attempting by the Agreement to amend or alter those agreements, Building Sites 106 and 108 appear to be the only intended beneficiaries of the Building Site 110 open space requirement, the two (2) parking spaces, the required removal of fill, and the required building direction or orientation. Given the fact that these Building Site 110 restrictions were established by Settlement Agreements, we believe that these restrictions can be removed by a subsequent agreement between the current real parties in interest.

Once you have had an opportunity to review the attached Agreement, please let me know your thoughts and/or concerns. I am happy to talk by phone or come to Alta and meet with you to further discuss this proposal.

Sincerely,


J. Randall Call

APPENDIX 1

SETTLEMENT AGREEMENT

This Settlement Agreement is made between Powderhorn Associates, by its general partner, Ski Resort Development, Inc., and Sugarplum Meadow Associates, by its general partner, Madison Company ("Plaintiffs") and the Town of Alta, a political subdivision of the State of Utah (sometimes hereinafter referred to as the "Town" or "Alta").

Recitals

A. On June 16, 1982, the Town of Alta and Sorenson Resources Company ("SRC") entered into an agreement ("1982 Agreement") ~~which provided, inter alia,~~ for the Town to annex and SRC to develop certain property commonly known as the Blackjack property ("Property").

B. Walter J. Plumb, III, signed the 1982 Agreement for SRC.

C. On July 14, 1983, the Alta Planning Commission approved SRC's application for the issuance of a conditional use permit for the development of the Property as the Sugarplum Planned United Development ("Sugarplum PUD" or "PUD") (hereinafter the "1983 CUP Approval").

D. Since the execution of the 1982 Agreement and the 1983 CUP Approval, Walter J. Plumb, III, has at times served as a corporate officer of SRC or its affiliates, and was authorized at times by SRC, its affiliates, subsidiaries, successors and/or assigns, to obtain the Town's approval for the phased development of the PUD.

E. Phase 1, known as "Sugarplum" was approved and developed at the request of SRC. Phase 2, known as "Sugarplum Village", was approved and developed at the request of Sugarplum Associates, a joint venture between a wholly owned subsidiary of SRC and others. Phase 3, known as "The View", was approved and developed at the request of Walter J. Plumb as an officer of SRC and Kevin Watts and Associates. Phase 4, known as "Superior Point", was approved and developed at the request of Powderhorn Associates, with the knowledge of SRC, its predecessor-in-interest. Phase 5, known as "Sugarplum Meadows", was approved and developed at the request of Sugarplum Meadow Associates, successor-in-interest to Pharmed, Inc., the successor corporation upon merger of Sorenson Resources, Inc., a/k/a SRC and Columbia Resources, Inc., a wholly owned subsidiary of SRC.

F. On April 22, 1988, the Alta Planning Commission conceptually approved conditional use permit applications for Sugarplum Meadows, Phase 5, Lot 1 and Superior Point, Phase 4, Lot 3 of the Sugarplum PUD, permitting a total of 70 bedrooms or guest rooms in both phases ("1988 Approval"). On August 2, 1989, the Alta Planning Commission approved a specific site plan proposal, affirmed the 70 bedroom limitation, and allocated bedrooms as follows: Phase 4 - 28 bedrooms; Phase 5 - 42 bedrooms ("1989 Approval").

G. On July 7, 1995 Plaintiffs commenced a lawsuit against the Town of Alta in the Third Judicial District Court in and for Salt Lake County, State of Utah, Civil No. 950904765CN ("Lawsuit") relating to the development of Phases 4 and 5 of the PUD. Alta, with Plaintiffs' consent, has not filed a response to Plaintiffs' Complaint in the Lawsuit.

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BOOK 8293 PAGE 932

[Handwritten initials and signatures]

H. Plaintiffs and Alta desire to fully and finally settle all disputes and causes of action advanced in the lawsuit relating to Phases 4 and 5 of the PUD. In furtherance of that objective, the Plaintiffs desire to give Alta assurances that Phases 4 and 5 of the Sugarplum PUD will be developed consistent with the Town's prior approvals, and the Town desires to approve a reallocation of bedroom or sleeping units within Phases 4 and 5 as specifically herein set forth.

The foregoing recitals shall be deemed part of the substantive provisions of this Agreement.

Agreement

For good and valuable consideration, receipt of which is hereby acknowledged, Plaintiffs and the Town of Alta agree as follows:

Agreements of the Town and Sugarplum Meadow Associates with Respect to Sugarplum Meadows, Phase 5, Lot 1 of the Sugarplum PUD

1. Building Sites 109-112 in Phase 5 shall be developed in accordance with the amended survey plat or site plan proposed by the Sugarplum Meadow Associates dated August 28, 1996 ("Site Plan"), a copy of which is attached hereto as Exhibit A. The Site Plan provides for a non-buildable forty-eight foot area adjacent to Building Site 108. The "Non-Buildable" area shown on the Site Plan includes space for two additional guest parking stalls, a fifteen foot corridor to be used exclusively for snow removal activities, and additional open space. The guest parking stalls shall be striped, signed and maintained separate and apart from driveways located on other Building Sites within Phase 5. Sugarplum Meadow Associates shall, within thirty (30) days of the date hereof, secure the Homeowners' Association agreement to maintain the Non-Buildable area.

Sugarplum Meadow Associates agrees, for the benefit of the Town and the owners of vacant Building Site 106, that any single family dwelling unit constructed on Building Site 110 shall have the ridge roof line oriented parallel with the property line separating Sites 110 and 112 and not parallel with the property line separating Sites 108 and 110. Sugarplum Meadow Associates further agrees to commence construction from the natural soil elevation of Building Site 110 and that the ridge roof line shall be no higher than thirty-six (36) feet from such natural soil elevation. Sugarplum Meadow Associates shall remove from Site 110, prior to the commencement of construction, the three to four feet of construction material, soil and fill previously placed on Sites 110 & 112.

In consideration of the spacing, orientation and elevation of any single family dwelling unit on Building Site 110, the owners of vacant Building Site 106, David and Diana Burrow, have indicated their willingness to discharge and release the Town of Alta and Sugarplum Meadow Associates from claims they may have to a four bedroom entitlement on Building Site 106 and to consent to a limitation of three bedrooms in any structure to be permitted on that Site. The provisions of ¶ 10 are incorporated herein by reference.

FOUR COPY
CD RECORDING

[Handwritten signature]
WITNESSES
BY
[Handwritten signature]

BOOK 8293 PAGE 933

2. Sugarplum Meadow Associates, within thirty (30) days hereof, secure the written approval of Utah Power & Light Company for the ramping and storage of snow beneath its existing power line. Alternatively, at its sole cost and expense, Sugarplum Meadow Associates may secure the agreement of Utah Power & Light Company to bury the existing power line. Sugarplum Meadow Associates agrees and covenants that no snow shall be deposited within the high water mark of Little Cottonwood Creek. Sugarplum Meadow Associates shall also hold the Town harmless from and indemnify it against claims, including attorneys' fees and court costs, asserted by homeowners or other third parties for damages related to snow removal and storage activities, so long as Sugarplum Meadow Associates is responsible for snow removal in Phase 5.

3. Within thirty (30) days from the date hereof, Sugarplum Meadow Associates shall enter into a written agreement with the Homeowners' Association with respect to the storage of snow removal equipment, if any, within Phase 5. If that agreement allows snow storage equipment to be stored within Phase 5, Sugarplum Meadow Associates shall hold the Town harmless from and indemnify it against claims, including attorneys' fees and court costs, asserted by homeowners or other third parties for damages caused by such equipment, so long as Sugarplum Meadow Associates is responsible for storage of snow removal equipment in Phase 5.

4. Sugarplum Meadow Associates shall make provision for the placement of a trash dumpster within Phase 5 at a location to be approved by the Homeowners' Association. Sugarplum Meadow Associates shall secure the Homeowner's Association's approval within thirty (30) days from the date hereof.

5. Building Site 109 may be developed to accommodate a four-bedroom structure, provided that particular care shall be taken to prevent removal of no more than two mature trees, subject to the provisions of ¶ 7.

6. The existing manager's residence near Building Site 105 may be remodeled and sold as a residential dwelling, provided that the remodeled dwelling does not exceed 2,800 net livable square feet and does not contain more than 3 bedrooms. A new manager's residence shall be incorporated within the proposed development of Building Sites 111 and 112, as shown on the plans attached hereto as Exhibit B. However, construction on Building Site 105 and on Sites 111/112 may be conducted concurrently so long as title to a new manager's unit at Sites 111/112 is transferred to the Homeowner's Association and an occupancy permit issued for the manager's unit by November 15 of that year, ensuring that manager's unit is in place for the entire winter skiing season. In the event that the new manager's unit is not ready for occupancy by November 15, then Sugarplum Meadow Associates shall, at its sole cost and expense, provide temporary lodging within Phase 5 for the manager until the manager's unit is ready for occupancy.

7. Tree removal and revegetation plans are approved as proposed, subject to field verification of all vegetation prior to commencement of construction, with revegetation to be accomplished in accordance with the applicable ordinance provisions.

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C.I. RECORDS

WSP BY PD
8/8/99

BOOK 8293 PAGE 934

appealable decision. The Town and Sugarplum Meadow Associates shall equally share the costs and fees associated with the engagement of such an intermediary.

Agreements of the Town and Powderhorn Associates with Respect to Superior Point Meadows, Phase 4, Lot 3 of the Sugarplum PUD

13. Snow removal and snow storage is accepted as currently proposed and implemented.

14. Storage of snow removal equipment within Phase 4 is subject to the same limitations set forth in Paragraph 3 above for Phase 1.

15. A signed "no parking area", 25 feet in width, shall be maintained between the southwest and northwest buildings. Provision may be made, at Powderhorn Associates' discretion, for a striped parking stall on either side of the 25 foot restricted area. The purpose of the restricted area is to ensure an adequate turn-around for fire and emergency response equipment.

16. Tree removal and revegetation plans are approved as proposed, subject to field verification of all vegetation prior to commencement of construction, with revegetation to be accomplished in accordance with applicable ordinance provisions. Powderhorn Associates shall, prior to removing any further vegetation from Phase 4, stake the boundaries between Phase 1 and Phase 4 and take special precautions to remove no vegetation from within the boundaries of Phase 1.

17. Nothing herein provided shall be construed as waiving or relaxing the requirement of Alta's Uniform Zoning Ordinance, § 22-8-4(3), that no development shall be permitted on slopes exceeding a 30% grade.

18. Within 30 days of execution of this Agreement, the manager's residence shall be conveyed to the Homeowner's Association with the terms and conditions of the initial Phase 4 approval.

19. The bedroom count in Phase 4 shall be increased from 28 to 32.³ The parties agree that the three existing structures contain 24 bedrooms. Accordingly, Powderhorn Associates may construct one additional building consisting of two dwellings containing in total no more than 8 bedrooms.

20. The Town will not approve building permits for any structures which contain living areas that may also function as bedrooms or sleeping areas which exceed the number approved in ¶ 19; e.g. loft areas and low or inclined ceiling areas which accommodate and invite utilization as sleeping areas. The existence of functional "bedroom or sleeping" areas

³ Under the terms of the 1989 Approval, a total of 28 bedrooms were allocated to Phase 4. The parties have, therefore, agreed to allocate the remaining 4 bedroom "credits" attributable to the Hellgate conveyance to permit a new bedroom count in Phase 4 of 32.

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CO. RECORDS

WBP 8/1/99

BOOK 8293 PAGE 936

appealable decision. The Town and Sugarplum Meadow Associates shall equally share the costs and fees associated with the engagement of such an intermediary.

Agreements of the Town and Powderhorn Associates with Respect to Superior Point Meadows, Phase 4, Lot 3 of the Sugarplum PUD

13. Snow removal and snow storage is accepted as currently proposed and implemented.

14. Storage of snow removal equipment within Phase 4 is subject to the same limitations set forth in Paragraph 3 above for Phase 5.

15. A signed "no parking area", 25 feet in width, shall be maintained between the southwest and northwest buildings. Provision may be made, at Powderhorn Associates' discretion, for a striped parking stall on either side of the 25 foot restricted area. The purpose of the restricted area is to ensure an adequate turn-around for fire and emergency response equipment.

16. Tree removal and revegetation plans are approved as proposed, subject to field verification of all vegetation prior to commencement of construction, with revegetation to be accomplished in accordance with applicable ordinance provisions. Powderhorn Associates shall, prior to removing any further vegetation from Phase 4, stake the boundaries between Phase 1 and Phase 4 and take special precautions to remove no vegetation from within the boundaries of Phase 1.

17. Nothing herein provided shall be construed as waiving or relaxing the requirement of Alta's Uniform Zoning Ordinance, § 22-8-4(3), that no development shall be permitted on slopes exceeding a 30% grade.

18. Within 30 days of execution of this Agreement, the manager's residence shall be conveyed to the Homeowner's Association with the terms and conditions of the initial Phase 4 approval.

19. The bedroom count in Phase 4 shall be increased from 28 to 32.³ The parties agree that the three existing structures contain 24 bedrooms. Accordingly, Powderhorn Associates may construct one additional building consisting of two dwellings containing in total no more than 8 bedrooms.

20. The Town will not approve building permits for any structures which contain living areas that may also function as bedrooms or sleeping areas which exceed the number approved in ¶ 19; e.g. loft areas and low or inclined ceiling areas which accommodate and invite utilization as sleeping areas. The existence of functional "bedroom or sleeping" areas

³ Under the terms of the 1989 Approval, a total of 28 bedrooms were allocated to Phase 4. The parties have, therefore, agreed to allocate the remaining 4 bedroom "credits" attributable to the Hellgate conveyance to permit a new bedroom count in Phase 4 of 32.

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BOOK 8293 PAGE 936

shall be established by the Town's building official during plan review. The building official's determination shall not be dependent on how a particular living area is labeled or designated in the building plans.

21. If Powderhorn Associates disagrees with the Town's future designation or classification of a living area as a "bedroom or sleeping area", the parties agree to appoint an impartial state certified building inspector from another jurisdiction to render a binding, non-appealable decision. The Town and Powderhorn Associates shall equally share the costs and fees associated with the engagement of such an intermediary.

General Agreements Relating to Phases 4 and 5

22. Time is of the essence with respect to the future performance required of the Plaintiffs under ¶¶ 1, 2, 3, 4, 10 and 18. Accordingly, if Plaintiffs fail to timely perform those obligations, the Town, in its sole and absolute discretion, may order Plaintiffs to stop all work within Phases 4 and 5 until the requirements of ¶¶ 1, 2, 3, 4, 10 and 18 are satisfied. The Town shall be entitled to injunctive relief to enforce any such stop work orders and to an award of attorneys' fees reasonably incurred in enforcing the provisions of this paragraph.

23. Plaintiffs shall convey to Friends of Alta, a non-profit corporation, or another non-profit entity designated by the Town, free and clear of all charges, assessments, liens and encumbrances, Lot No. 9 in the Hellgate Subdivision. A portion of Lot 9 is contiguous to Phase 4. The Hellgate Lot shall be restricted in perpetuity to prevent any and all residential or commercial development. The parties acknowledge and agree that the Hellgate Lot could accommodate a residential dwelling of approximately 5,000 square feet, containing as many as 6 bedrooms.

24. It is the intent of the parties that the Hellgate Lot be considered part of the Sugarplum PUD for the purpose of determining the Plaintiffs' compliance with the terms of the 1989 Approval for Phase 4 and 5, as heretofore noted in ¶¶ 9 and 19.

25. Walter J. Plumb, III, in his capacity as a partner in the Plaintiff Partnerships and as a former officer of Sorenson Development, Inc., a/a SRC, represents and warrants to the Town that, prior to the termination of his interests in SRC and his resignation or removal as an officer of SRC, at which time Plumb and Plaintiffs acquired title to Lot 1, Phase 5 of the Sugarplum PUD, and SRC and its successors had available to it information establishing that Phase 5, Lot 1 would be entitled to a density of 20 units.

The above representations and warranties shall survive the completion of Phases 4 and 5 and will be relied upon by the Town in approving the issuance of additional building and occupancy permits in Phases 4 and 5 of the PUD.

26. Plaintiffs hereby agree to, and shall instruct their counsel, to move and stipulate to dismissal of the Lawsuit, with prejudice, each party to bear its own costs and attorneys' fees.

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CO. RECORDED

BOOK 82933 PAGE 937

27. Plaintiffs hereby release and waive any and all claims, demands, actions, causes of action, damages, costs, expenses, or other rights of any nature whatsoever whether known or unknown, presently existing or arising in the future, against Alta, arising out of or in any way relating to the Lawsuit.

28. Each of the persons signing this Settlement Agreement on behalf of Plaintiffs and Alta, as the case may be, hereby represents and warrants that said person has the authority to execute and deliver this Settlement Agreement and that this Settlement Agreement shall be valid, binding and enforceable in accordance with its terms.

29. Plaintiffs represent and warrant that they are the sole owners of the claims and actions which are settled by this Agreement, that there has been no prior assignment of transfer of those claims and actions, and that those claims and actions are not subject to any security interest, liens, or other encumbrance, except a statutory lien for attorneys fees in favor of Donald F. Dalton. WSP By [Signature]

30. By entering into this Settlement Agreement, Alta neither admits nor acknowledges any liability whatsoever with respect to the claims asserted in the Lawsuit and specifically denies all such claims.

31. This Settlement Agreement shall be binding upon, extend to, and inure to the benefit of the predecessors, successors, and assigns of the parties, their officers, directors, employees, agents and representatives of the parties, and to all persons or entities claiming by, through or under any of the parties hereto.

32. This Settlement Agreement may be executed in several counterparts, without the requirement that all parties sign each counterpart. Each of said counterparts shall be an original, but all counterparts together shall constitute one and the same instrument.

33. This Settlement Agreement constitutes the entire agreement between the parties. Provided, however, none of the provisions herein shall be construed as relaxing or waiving the applicable requirements of Alta's Uniform Zoning Ordinance, the Uniform Building Code or other applicable state or federal laws with respect to the issuance of permits for the further development of Phases 4 and 5 of the PUD.

34. If any legal action is brought for the enforcement of this Agreement, or because of an alleged dispute, breach, default or misrepresentation in connection with any of the provisions of this Agreement, the successful or prevailing party shall be entitled to recover reasonable attorneys' fees and other costs incurred in that action or proceeding, in addition to any other relief to which it may be entitled.

35. This Agreement is not intended to revoke, nullify or modify the terms and conditions of the June 16, 1982 Agreement between SRC and the Town of Alta. WSP By [Signature]

POUR COPY
CO. RECORDS

BOOK 8293 PAGE 938

Dated as of 10-30-96, 1996.

THE TOWN OF ALTA

By: [Signature]
Printed Name: William H. Levitt [Signature]
Title: Mayor [Signature]

POWDERHORN ASSOCIATES

By: Ski Resort Development, Inc.
Title: General Partner of Powderhorn Associates
By: [Signature]
Printed Name: Ronald A. Ferris
Its: pres

PROB SERV
CO RECORDS

SUGARPLUM MEADOW ASSOCIATES

By: The Madison Company
Title: General Partner of Sugarplum Meads
By: [Signature]
Printed Name: Ronald A. Ferris
Its: pres

[Signature]

Walter J. Plumb, III, individually, and as a partner in Plaintiff
Sugarplum Meadow Associates as to the representations contained in ¶ 25

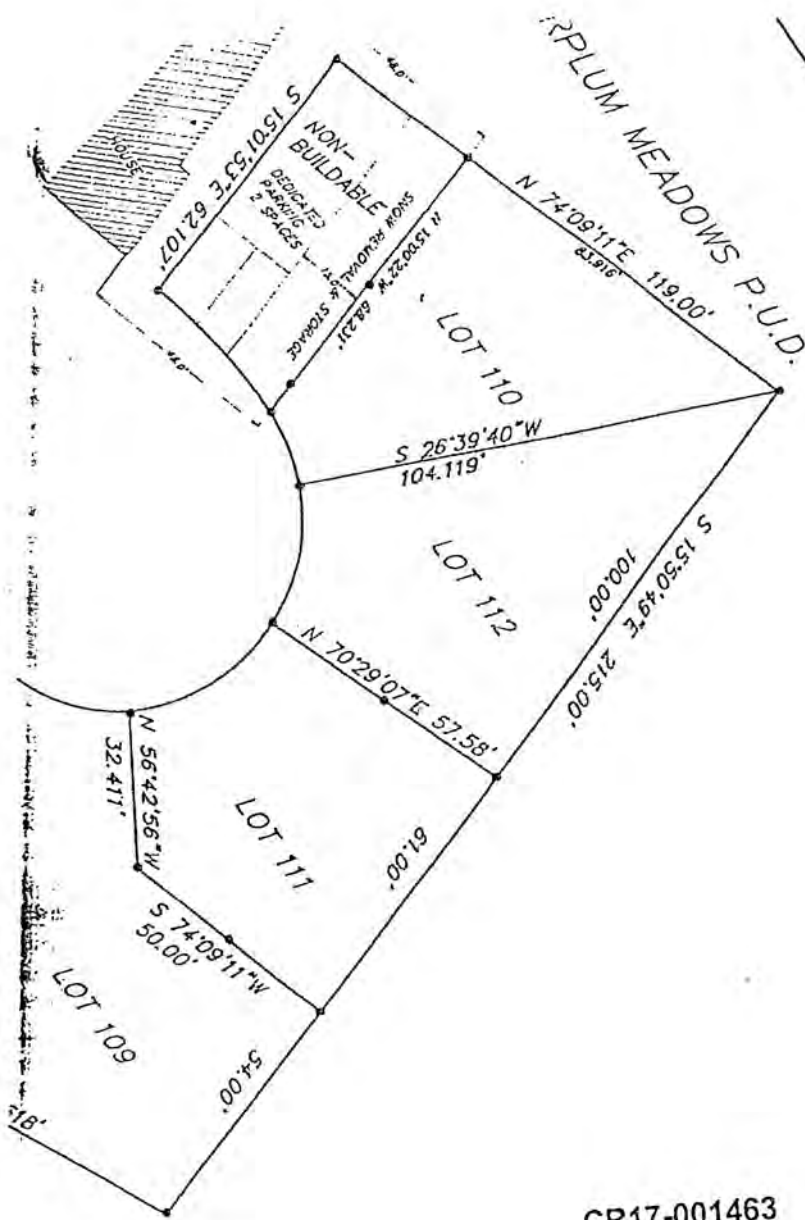
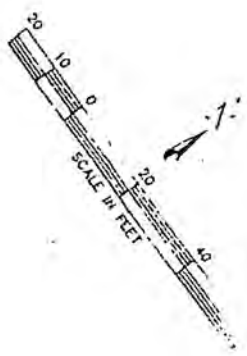
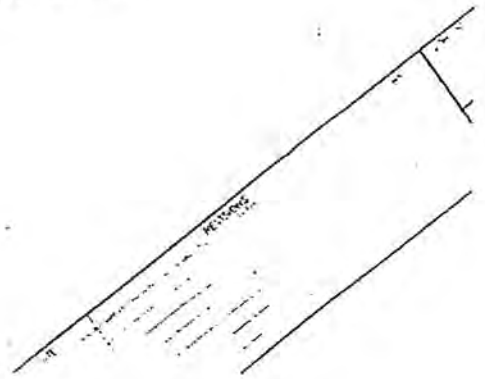


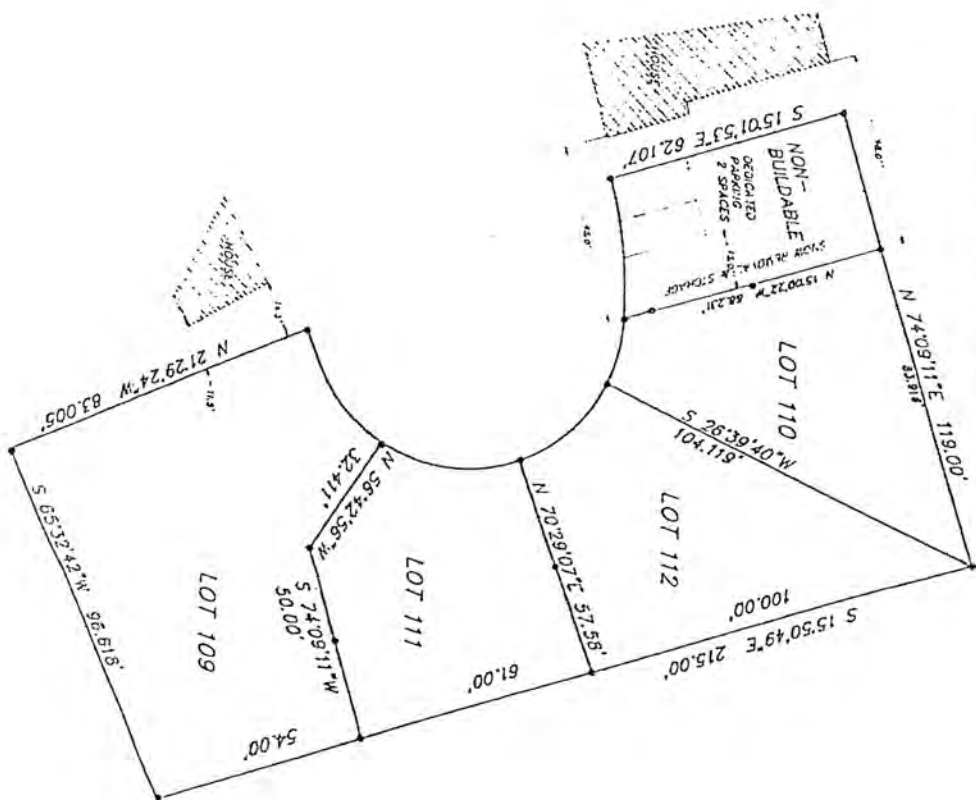
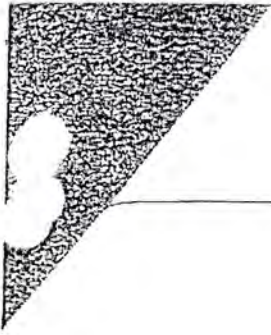
EXHIBIT A
Powderhorn Associates, et al.
Town of Alta Settlement Agreement



CR17-001463

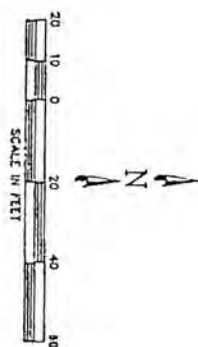
*Robert
WFP
By DP*





SUGARPLUM MEADOWS P.U.D.

EXHIBIT A
 Powderhorn Associates, et al.
 Town of Alta Settlement Agreement



Handwritten signature and initials

| | | | | |
|---|------|----|-------------|--|
| MOUNTAIN STATES SURVEYS 140 WEST 2100 SOUTH, SUITE 110 SALT LAKE CITY, UTAH 84115 PH. 801-465-5631 | DATE | BY | SURVEY PLAT | DATE |
| | | | RON FERRIN | 8-28-1993 |
| | | | | SHEET NO. 2208.100 SHEET F2208B |

CR17-001464

APPENDIX 2

6.14.99

| | | | |
|--|---------------------------|------------|----|
| Post-It™ brand fax transmittal memo 7671 | | # of pages | 11 |
| To: <u>Randall Call</u> | From: <u>John Guldner</u> | | |
| Co. <u>Prince Yeates...</u> | Co. <u>Town of Alta</u> | | |
| Dept. | Phone # <u>363-5105</u> | | |
| Fax # <u>524-1099</u> | Fax # <u>742-1006</u> | | |

SETTLEMENT AGREEMENT

This amendment to the October 30, 1996, Settlement Agreement is made between Powderhorn Associates, by its partner, Ski Resort Development Inc., and Sugarplum Meadow Associates, by its general partner, Madison Company ("Plaintiffs") and the Town of Alta, a political subdivision of the State of Utah (sometimes hereinafter referred to as the "Town" or "Alta").

Recitals

A. On October 30, 1996, the parties entered into a Settlement Agreement relating to claims asserted by plaintiffs in lawsuit against the Town of Alta in the Third Judicial District Court. A copy of that Settlement Agreement is attached hereto as an exhibit, (hereinafter "Original Settlement Agreement").

B. The parties desire to amend the Original Settlement Agreement as hereinafter set forth.

The foregoing recitals shall be deemed part of the substantive provisions of this Amended Settlement Agreement.

Agreement

For good and valuable consideration, receipt of which is hereby acknowledged, Plaintiffs and the Town of Alta agree as follows:

1. The first sentence of paragraph 1 of the Original Settlement Agreement is hereby amended to read as follows:

"Building Sites 109-112 in Phase 5 shall be developed in accordance with a second amended survey plat or site plan submitted by the Sugarplum Meadow Associates dated May 18, 1999 ("Amended Site Plan"), a copy of which is attached hereto as Exhibit A-1."

The remaining provision of this paragraph in the Original Settlement Agreement remain unaltered and in full force and effect.

2. Paragraph 5 of the Original Settlement Agreement is hereby amended as follows:

"Building Site 109 may be developed to accommodate a 6-bedroom structure, provided that particular care shall be taken to prevent removal of no more than two (2) mature trees, subject to the provisions of ¶ 7.

3. The first two sentences of paragraph 6 of the Original Settlement Agreement are hereby amended as follows:

-POUR COPY-
CO. RECORDER

BOOK 8293 PAGE 929

and L.
PT
W

"The existing manager's residence near Building Site 105 may be remodeled and sold as a residential dwelling, provided that the remodeled dwelling does not exceed 2,800 net livable square feet and does not contain more than three bedrooms. A new manager's residence shall be incorporated within the proposed development of Building Sites 111 and 112, as shown on the amended plans and drawings dated May 13, 1999, copies of which are attached hereto as Exhibit B-1."

The remaining portions of this paragraph in the Original Settlement Agreement remain unaltered and in full force and effect.

4. Paragraph 9 of the Original Settlement Agreement, specifically the chart set forth in that paragraph, shall be amended as follows:

"Building Site 109 may accommodate six (6) bedrooms. Building Sites 111/112 shall accommodate no more than two (2) bedrooms. The total number of bedrooms permissible within phase 5 shall remain ~~at~~ and not exceed 42."

The remaining provision of this paragraph in the Original Settlement Agreement remain unaltered and in full force and effect.

5. Unless expressly herein provided, this Amended Settlement Agreement is not intended to revoke, nullify or modify any other provision of the Original Settlement Agreement.

6. Each of the persons signing this Amended Settlement Agreement on behalf of Plaintiffs and Alta hereby represents and warrants that said person has the authority to execute and deliver this Amended Settlement Agreement and that this Amended Settlement Agreement shall be valid, binding and enforceable in accordance with its terms.

7. If any legal action is brought for the enforcement of this Amended Settlement Agreement, or because of an alleged dispute, breach, default or misrepresentation in connection with any of its provisions, the successful or prevailing party shall be entitled to recover reasonable attorneys' fees and other costs incurred in that action or proceeding in addition to any other relief to which it may be entitled.

8. The Plaintiffs represent and warrant to the Town of Alta that they have notified the owners and/or lessees of Building Sites 109-112 of the terms and provisions of this Amended Settlement Agreement and that said persons or entities have consented to the terms and provisions hereof.

9. The Plaintiffs shall hold the Town of Alta harmless from and indemnify it against, including attorneys' fees, demands, claims, causes of action or lawsuits asserted and/or filed by third parties who may claim, among other things, that their real property interests have been damaged, impaired or compromised as a result of the terms and provisions of this Amended Settlement Agreement.

WRL *RZ*
W

POOR COPY
CO. RECORDS

BOOK 8293 PAGE 930

DATED as of this 10th day of ^{June} ~~May~~, 1999.

THE TOWN OF ALTA

By: William H. Levitt
Printed Name: William H. Levitt
Title: Mayor, Town of Alta

POWDERHORN ASSOCIATES

By: Ronald J. Plumb
Title: pres.
By: _____
Printed Name: _____
Its: _____

SUGARPLUM MEADOW ASSOCIATES

By: Ronald J. Plumb
Title: pres.
By: _____
Printed Name: _____
Its: _____

Walter J. Plumb, III
Walter J. Plumb, III, individually and as a partner in Plaintiff
Sugarplum Meadow Associates

-POOR COPY-
CO. RECORDER

BOOK 8293 PAGE 931

CR17-001562

101

108

L2574
823.4706'
822.00
LC2555

N15°01'53"W 62.11

DEVELOPER'S
EXHIBIT
-67-155

150'
N 68°25'11" W 119.00
150' 00' 51" W

43.0'

N74°09'11"E 119.00
83.916

Plat A-1 reduced

N21°29'24"W 83.01

L874
827.1153'
828.640
LC874

L2613
437.2523'
840.00
LC2556

N16°39'40"E
104.119

101

N32°42'N 96.62

N74°09'11"E 71.21
111

L9445
787.4733'
840.00
LC9303

20' FRONT OF VEH

S15°50'49"E 136.49

S15°50'49"E 78.51

SCALE 1" = 20ft



JHC

Exhibit B.1
May 18, 1999



SOUTH ELEVATION

CR17-001450

RZ
JK

15 17 25

APPENDIX 3

DRAFT

SITE PLAN AGREEMENT FOR BUILDING SITES
109 - 112 OF SUGARPLUM MEADOWS PLANNED UNIT DEVELOPMENT

This SITE PLAN AGREEMENT FOR BUILDING SITES 109 - 112 OF SUGARPLUM MEADOWS PLANNED UNIT DEVELOPMENT (“Site Plan Agreement”) is entered into and made effective as of July __, 2023 (the “Effective Date”) by and between JOHN J. BYRNE III as owner of Building Sites 106 and 108 (“106 & 108 Owner”), WEST ALTA HOLDINGS, L.C., a Utah limited liability company as owner of Building Sites 107 and 109 (“107 & 109 Owner”), DGH, L.C., a Utah limited liability company as owner of Building Sites 110 and 112 (“110 & 112 Owner”) (the 106 and 108 Owner, the 107 and 109 Owner and the 110 and 112 Owner being collectively referred to herein as the “Building Sites Owners”), and the TOWN OF ALTA, a political subdivision of the State of Utah (hereafter sometimes referred to as the “TOWN” or “ALTA”) (hereafter, the “Parties” or a “Party”).

SUGARPLUM MEADOWS OWNERS ASSOCIATION (the “ASSOCIATION”) is executing this Site Plan Agreement to evidence its approval of and consent to this Site Plan Agreement.

RECITALS

WHEREAS, on October 30, 1996, Powderhorn Associates, by its general partner, Ski Resort Development, Inc., and Sugarplum Meadows Associates, by its general partner, Madison Company, as Plaintiffs and the TOWN, entered into a Settlement Agreement (the “10/30/1996 Settlement Agreement”).

WHEREAS, on June 10, 1999, the parties to the 10/30/1996 Settlement Agreement, entered an Amendment to the 10/30/1996 Settlement Agreement (the “6/10/1999 Amended Settlement Agreement”).

WHEREAS, the Building Sites Owners are the real parties in interest to the subject matter of this Site Plan Agreement in that they are the owners of all of the building sites affected by the 10/30/1996 Settlement Agreement and the 6/10/1999 Amended Settlement Agreement, and the Plaintiffs described in the 10/30/1996 Settlement Agreement and the 6/10/1999 Amended Settlement Agreement have no further legal interest in any of the building sites (hereafter “Building Sites” or “Building Site”) located within Sugarplum Meadows Planned Unit Development (“Sugarplum Meadows PUD”).

WHEREAS, to the extent legally required, if approval of this Site Plan Agreement by the ASSOCIATION requires approval by the members of the ASSOCIATION, such approval will be obtained by the ASSOCIATION prior to its execution of this Site Plan Agreement.

NOW THEREFOR, FOR GOOD AND VALUABLE CONSIDERATION, receipt of which is acknowledged, the Parties hereto agree as follows:

SECTION 1. Building Sites 109-112 in Phase 5 of Sugarplum Meadows PUD shall be developed in accordance with the Site Plan dated July 14, 2023, a copy of which Site Plan (the "Site Plan") is attached hereto as Exhibit "A". The Site Plan provides for a thirty (30) foot wide drainage, snow removal, and snow storage area running along the common property line of Building Sites 108 and 110. A storm drain easement, for a buried storm drain occupies a ten (10) foot wide portion of such thirty (30) foot drainage, snow removal and snow storage area.

Any prior reference, including in the 10/30/1996 Settlement Agreement and/or the 6/10/1999 Amended Settlement Agreement, to (i) two (2) guest parking stalls and/or (ii) additional open space and/or non-buildable area on Building Site 110 are specifically removed by this Site Plan Agreement. In the event of any conflict between this Site Plan Agreement and the 10/30/1996 Settlement Agreement and/or the 6/10/1999 Amended Settlement Agreement as it relates to the above first paragraph of this Section 1, the provisions of the above first paragraph of this Section 1 shall take precedence and shall apply.

SECTION 2. Any prior reference, including in the 10/30/1996 Settlement Agreement and/or the 6/10/1999 Amended Settlement Agreement, to any requirement that: (i) any single family dwelling unit constructed on Building Site 110 shall have the ridge roof line oriented parallel with the property line separating Building Sites 110 and 112 and not parallel with the property line separating Building Sites 108 and 110, (ii) construction on Building Site 110 shall commence from the natural soil elevation of Building Site 110, (iii) the ridge roof line of any single family dwelling unit constructed on Building Site 110 be no higher than thirty-six (36) feet from the natural soil elevation, and/or (iv) prior to construction on Building Site 110 that any material, soil and/or fill previously placed on Building Sites 110 and 112 be removed are specifically vacated, withdrawn and removed by this Site Plan Agreement.

In the event of any conflict between this Site Plan Agreement and the 10/30/1996 Settlement Agreement and/or the 6/10/1999 Amended Settlement Agreement as it relates to the above first paragraph of this Section 2, the provisions of the above first paragraph of this Section 2 shall take precedence and shall apply.

SECTION 3. This Site Plan Agreement may be executed in any number of counterparts, each of which when executed and delivered shall be an original, but all such counterparts shall constitute one and the same agreement.

SECTION 4. This Site Plan Agreement shall be effective as of the above defined Effective Date.

SECTION 5. While the Parties hereto, other than the TOWN, are not parties to the 10/30/1996 Settlement Agreement or the 6/10/1999 Amended Settlement Agreement, they

Site Plan Agreement
July __, 2023

are the current owners of Building Sites 106, 108, 109, 110 and 112 and are all of the intended beneficiaries of the operative provisions of the 10/30/1996 Settlement Agreement and the 6/10/1999 Amended Settlement Agreement which are affected by the provisions of SECTION 1 and SECTION 2 above.

SECTION 6. This Site Plan Agreement is not intended in any way to be an amendment to the 10/30/1996 Settlement Agreement or the 6/10/1999 Amended Settlement Agreement, but rather is intended to be a subsequent agreement of the Parties based upon the: (i) current ownership of Building Sites 106, 108, 109, 110 and 112, (ii) current development of Sugarplum Meadows PUD, and (iii) present circumstances.

SECTION 7. No alteration, modification, or interpretation of this Site Plan Agreement or the Exhibits hereto shall be binding unless in writing and signed by the Parties hereto.

SECTION 8. If any provision of this Site Plan Agreement or any application to any party or circumstance shall be determined by any court of competent jurisdiction to be invalid or unenforceable to any extent, the remainder of this Site Plan Agreement or the application of such provision to such person or circumstance, other than those as to which it is so determined invalid or unenforceable, shall not be effected thereby, and each provision hereof shall be valid and shall be enforced to the fullest extent permitted by law.

SECTION 9. This Site Plan Agreement shall be construed and enforced in accordance with the laws of the State of Utah.

SECTION 10. Each Party executing this Site Plan Agreement represents and warrants that they are fully authorized to do so.

SECTION 11. This Site Plan Agreement specifically affects a portion of the real property described on Exhibit "B" attached hereto and may be recorded with the Salt Lake County Recorder at the request of any Party hereto.

Dated and made effective as stated above.

TOWN OF ALTA

By: _____

Its: _____

OWNER BUILDING SITES 106 & 108

JOHN J. BYRNE III

Site Plan Agreement
July __, 2023

OWNER BUILDING SITES 107 & 109

WEST ALTA HOLDINGS, L.C., a Utah limited liability company,

By: Cirque Properties, Inc., a Wyoming corporation,
Its: Manager

By: Douglas B. Christensen
Its: CFO

OWNER BUILDING SITES 110 & 112

DGH, L.C., a Utah limited liability company

By: Cirque Properties, Inc., a Wyoming corporation,
Its: Manager

By: Douglas B. Christensen
Its: CFO

APPROVED AND CONSENTED TO
THIS ____ DAY OF _____, 2023:

SUGARPLUM MEADOWS HOMEOWNERS'
ASSOCIATION, a Utah nonprofit corporation

By: _____
Name: John J. Byrne
Title: President and Trustee

By: _____
Name: Samuel H. Adams
Title: Trustee

Site Plan Agreement
July __, 2023

By: _____
Name: Paul Gongaware
Title: Trustee

STATE OF UTAH)
) ss.
COUNTY OF SALT LAKE)

On this ____ day of _____, 2023, before me a Notary Public in and for said county and state, personally appeared _____, who acknowledged to me that he/she is the _____ of the Town of Alta and who acknowledged to me that he/she executed the foregoing instrument on behalf of the Town of Alta.

WITNESS my hand and notarial seal

Notary Public

STATE OF UTAH)
) ss.
COUNTY OF SALT LAKE)

On this ____ day of _____, 2023, before me a Notary Public in and for said county and state, personally appeared John J. Byrne, who acknowledged to me that he executed the foregoing instrument.

WITNESS my hand and notarial seal

Notary Public

STATE OF UTAH)
) ss.
COUNTY OF SALT LAKE)

On this ____ day of _____, 2023, before me a Notary Public in and for said county and state, personally appeared DOUGLAS B. CHRISTENSEN, the Chief Financial Officer of Cirque Properties, Inc., the Manager of WEST ALTA HOLDINGS L.C., who acknowledged to me that he executed the foregoing instrument on behalf of WEST ALTA HOLDINGS L.C., in his capacity as the Chief Financial Officer of Cirque Properties, Inc., the Manager of WEST ALTA HOLDINGS L.C.

WITNESS my hand and notarial seal

Notary Public

Site Plan Agreement
July __, 2023

STATE OF UTAH)
) ss.
COUNTY OF SALT LAKE)

On this ____ day of _____, 2023, before me a Notary Public in and for said county and state, personally appeared DOUGLAS B. CHRISTENSEN, the Chief Financial Officer of Cirque Properties, Inc., the Manager of DGH, L.C., who acknowledged to me that he executed the foregoing instrument on behalf of DGH, L.C., in his capacity as the Chief Financial Officer of Cirque Properties, Inc., the Manager of DGH, L.C.

WITNESS my hand and notarial seal

Notary Public

STATE OF UTAH)
) ss.
COUNTY OF SALT LAKE)

On this ____ day of _____, 2023, before me a Notary Public in and for said county and state, personally appeared John J. Byrne, who acknowledged to me that he executed the foregoing instrument in his capacity as the duly authorized President, and Member of the Board of Trustees of Sugarplum Meadows Homeowners' Association, a Utah corporation, which thereby executed and approved the same.

WITNESS my hand and notarial seal

Notary Public

STATE OF UTAH)
) ss.
COUNTY OF SALT LAKE)

On this ____ day of _____, 2023, before me a Notary Public in and for said county and state, personally appeared Samuel H. Adams, who acknowledged to me that he executed the foregoing instrument in his capacity as a Member of the Board of Trustees of Sugarplum Meadows Homeowners' Association, a Utah corporation, which thereby executed and approved the same.

WITNESS my hand and notarial seal

Notary Public

Site Plan Agreement
July __, 2023

STATE OF UTAH)
) ss.
COUNTY OF SALT LAKE)

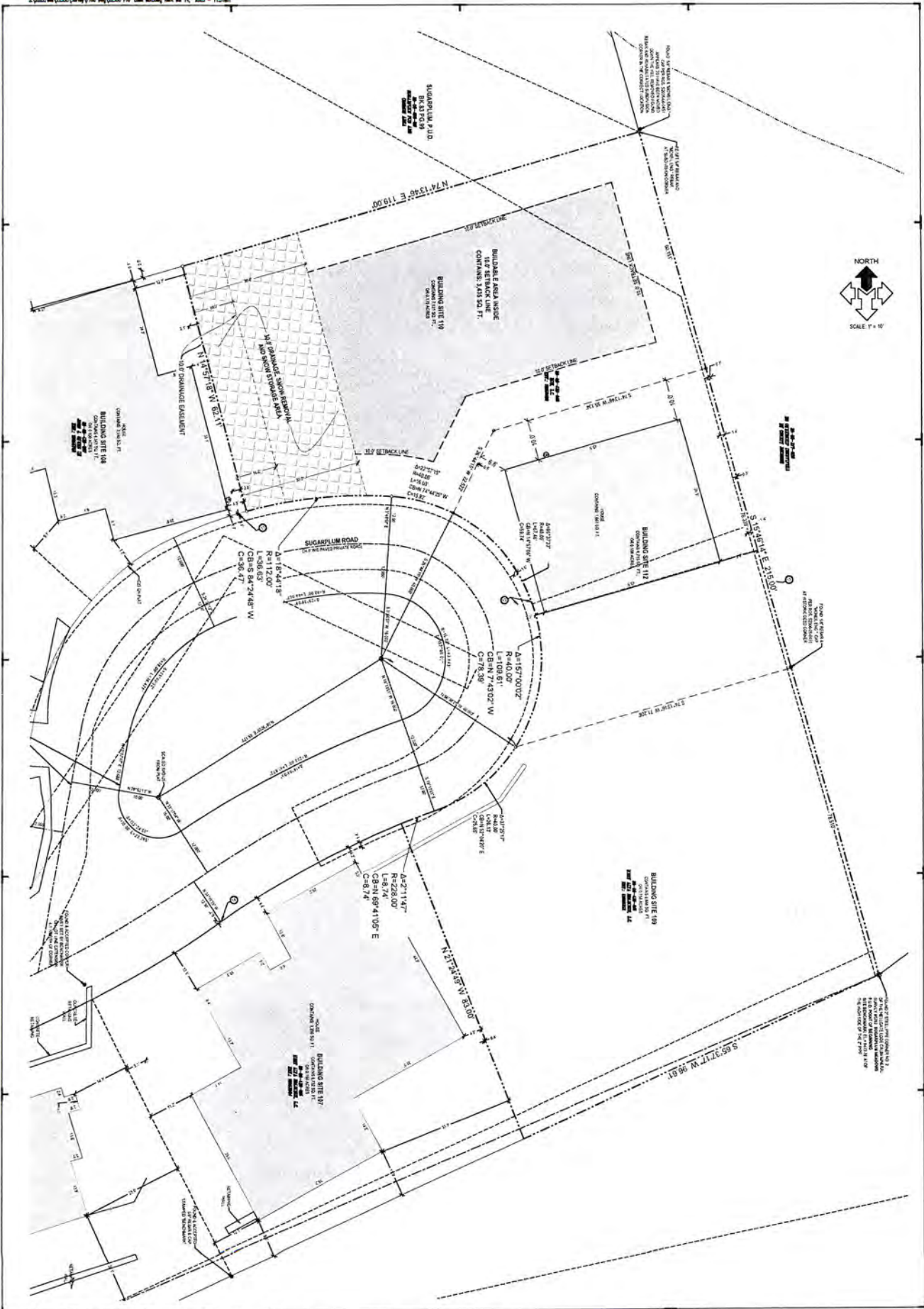
On this ____ day of _____, 2023, before me a Notary Public in and for said county and state, personally appeared Paul Gongaware, who acknowledged to me that he executed the foregoing instrument in his capacity as a Member of the Board of Trustees of Sugarplum Meadows Homeowners' Association, a Utah corporation, which thereby executed and approved the same.

WITNESS my hand and notarial seal

Notary Public

EXHIBIT "A"

SITE PLAN AGREEMENT FOR BUILDING SITE 109 - 112



NORTH
SCALE: 1" = 40'

1 OF 1

EASEMENT EXHIBIT

| NO. | DATE | DESCRIPTION |
|-----|---------|--------------------|
| 1 | 7/27/11 | RELEASE FOR REVIEW |
| | | |
| | | |

PROJECT NO: 2210
 CAD FILE: 2210
 DRAWN BY: DMW
 CHECKED BY: DMW
 DATE: 7/27/11

AMENDED SUGARPLUM MEADOWS P.U.D.

BUILDING LOT 110 EASEMENT MODIFICATIONS

ALTA, UTAH

LOCATED IN THE NORTHEAST 1/4 OF SECTION 06, TOWNSHIP 3 SOUTH, RANGE 3 EAST, S.L.B.&M.

McNEIL ENGINEERING
Engineers and Surveyors, Registered Professionals You Know and Trust

8415 South Sandy Parkway, Suite 200 Sandy, Utah 84070 801.294.7796 www.mcneilengineering.com

Civil Engineering • Consulting & Landscape Architecture
 Structural Engineering • Land Surveying & HDG

EXHIBIT "B"

LEGAL DESCRIPTION OF PART I OF THE PROJECT

THAT PORTION OF LOT 1, SUGARPLUM PUD AMENDED, DESCRIBED AS FOLLOWS:

Beginning at a point which is North 15°50'49" West 215.00 feet and South 74°09'11" West 210.00 feet and South 29°09'11" West 105.00 feet and South 74°09'11" West 109.00 feet from the point of beginning of Sugarplum Meadows, said point of beginning of Sugarplum Meadows being located North 67°08'19" East 1484.27 feet from a 2" steel pipe in the Rock Kern of Corner No. 2, of the Blackjack Mining Lode Claim, Survey #5288, said claim corner being located South 32°13'19" West 3377.23 feet more or less from the Northeast corner of Section 6, Township 3 South, Range 3 East, Salt Lake Base and Meridian, and running thence from the true point of beginning thence South 19°35'18" East 71.73 feet to a point on a curve to the left, thence along said curve to the left (radius 182.00 feet, delta 16°32'23", chord bearing and distance: South 62°08'30" West, 52.36 feet), an arc distance of 52.54 feet to the point of a compound curve to the left, thence along said compound curve to the left (radius 147.69 feet, delta 28°47'03", chord bearing and distance: South 39°28'48" West, 73.42 feet), an arc distance of 74.20 feet to the beginning of a curve to the right (radius, 125.00 feet, delta 32°22'25", chord bearing and distance: South 41°16'29" West, 69.69 feet, thence South 32°32'19" East 3.13 feet, thence South 70°08'54" West 66.33 feet), thence North 29°09'11" East 240.00 feet, thence North 74°09'11" East 61.00 feet to the point of beginning.

Tax Identification Numbers

| | |
|-----------------------|---------------|
| Building Site 101 | 30-06-429-002 |
| Building Site 102 | 30-06-429-004 |
| Building Site 103 | 30-06-429-012 |
| Building Site 104 | 30-06-429-005 |
| Building Site 105 | 30-06-429-014 |
| Building Site 106 | 30-06-429-006 |
| Building Site 107 | 30-06-429-015 |
| Building Site 108 | 30-06-429-007 |
| Building Site 109 | 30-06-429-019 |
| Building Site 110/112 | 30-06-429-018 |
| Building Site 113 | 30-06-429-013 |
| Common Area | 30-06-429-011 |

Tab 4

September 28, 2023

Via Email to pmclean@townofalta.com

Town of Alta
c/o Polly McLean, City Attorney

Re: Sugarplum Meadows Subdivision (Expansion of Snow Removal and Storage Area - Modification of Building Site 110 Building Restrictions)

Dear Polly:

Our law firm represents the Sugarplum Meadows Homeowners Association, a Utah nonprofit corporation (the "HOA"). I am writing to confirm the following facts related to the pending request by the owner of Building Site 110 (DGH, L.C., an affiliate of John Byrne) for the Town's approval, to the extent it might be required (the HOA does not believe it is) to the modification of certain provisions of the settlement agreements entered into between the original developers of this Subdivision and the Town in 1996, as amended in 1999.

The HOA has duly approved the owner's request and proposal, with all Building Site owners who voted (11/12) voting in favor. One owner did not respond or vote. This owner's Building Site is not affected by the proposal.

It is critical to the HOA that the Building Site 110 owner's generous proposal to increase for the benefit of the HOA the width of the fifteen (15) foot wide snow storage and removal corridor to thirty (30) feet in width, be implemented before this winter's snowfall. The existing corridor is not wide enough, as confirmed by the affidavit of the independent contractor who performs snow removal for the HOA.

With regard to the removal or modification of the building restrictions (grade, roof height, modification of "no-build" area, deletion of two designated parking spaces, etc.), both the "burdened" and "benefitted" Building Sites with regard to those restrictions are now all beneficially owned by the same person (John Byrne, or his affiliates), and they serve no legitimate purpose. With respect to the elimination of the two designated parking spaces on Building Site 110, the CC&R's for the Subdivision do not allow parking on those spaces in any event. Section 3.3 of the Declaration requires that all

ATTORNEYS AT LAW

D. Jay Carter
James S. Jarman
Loren W. Moore
Jeffrey W. Roberts
Doree L. Olson
Jeffrey W. Duggal
David J. Castleton
Ellen J. D. Tostanovich
Reena T. Glade
Lester R. Esig
Stephen C. Tingey
John R. Madden
Scott A. Hagen
Rick L. Rose
Brent D. White
Steven W. Call
Sally B. McMenamin
Steven G. Jones
Mark A. Collier
Gregory J. Savage
Kathy J. Applegate
Justin F. Tott
Leslie B. Stevens
Robert J. Rice
Arthur D. Berger
Rick Thaler
John W. Mackay
McKay M. Pearson
Matthew N. Evans
Gary L. Longman
John P. Wundt
Michael R. Johnson
Samuel C. Shraght
Paul C. Burke
Elaine M. Marsapulas
D. Zachary Mikunan
Michael D. Mayfield
Bryan K. Basmitt
Karin E. Hopew
Gregg D. Stephenson
Kristine M. Larsen
Gregory S. Roberts
Christopher N. Nelson
Angela L. Atkin
Samuel A. Lambert
David H. Long
Gavin M. Reese
Richard H. Madson, II
S. Brandon Orem
Charles H. Lysway
David B. Dobbie
Candi A. Form
Mara E. Woodham
Blake R. Bauman
Michael H. Erickson
R. Troy Morrison
Paul W. Taylor
J. Ryan Parake
Matthew M. Cannon
Hilary Douglas-Hoyle
James A. Scrimmon
Alison B. Bouman
Sara LaFare
Adam K. Richards
Beth J. Rauschou
Jeffrey S. Ramussen
James Buttrick
Christopher K. Hallstrom
Kennedy D. Vato
Katherine E. Probst
Jasch K. Diani
John D. Lampert
Whitney Huel Kruger
Blake M. Robinson
Nathan L. Brown
Ray Bhattacharya
B. Ramzi Hattawy
Thomas L. Langford
Aaron C. Hinton
Jason M. Hixon
Andrew Ambrosio
Austin C. Platt
Michael A. Stavros
Isabella A. Bannock
Austin P. Altman
Emily B. Brown
Jacob G. Roberts
Maura A. Womack
Lydia A. Bivitt
Taylor B. Wolford
Lisa B. Barrett
Stephanie Hanawalt

OF COUNSEL
Harriet C. Levy
Jonathan A. Dibble
John A. Adams
Katharine M. Benson
Jordan Christensen
Aimee A. Monson
Katie A. Eccles
Wendy L. Dibel

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Salt Lake City, Utah
84145-0385

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84111

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801 532-7543 FAX
www.rqn.com

PROVO OFFICE
86 North University Ave.
Suite 430
Provo, Utah
84601-4420

801 342-2400 TEL
801 375-8379 FAX

owners and guests park in "a driveway, garage or parking structure." The Subdivision's year round Rules and Regulations, which were duly adopted several years ago, do not allow parking other than within an owner's garage, driveway, or in front of the owner's property (and with regard to this last alternative – only on days when no snow removal is required). The area designated for these two parking spaces is far better used to meet the HOA's needs for snow removal and storage.

These restrictions on their face were never for the benefit of the HOA, and no "common area" or "common facilities" in which the HOA has an interest are affected by the pending request.

The HOA joins in the Building Site 110 owner's request that the Building Site 110 restrictions be modified as requested.

Sincerely,

RAY QUINNEY & NEBEKER P.C.



Larry G. Moore
Attorney for the Sugarplum Meadows
Homeowners Association

Tab 5

From: Paul Gongaware <paul@westalta.com>
Sent: Wednesday, September 13, 2023 5:04 PM
To: John Guldner <jguldner@townofalta.com>
Cc: Sam Adams <sam@adamsdavis.com>; John Byrne <Johnbyrne333@cs.com>
Subject: Meadows changes

Via E-mail: jguldner@townofalta.com

John Guldner
Town of Alta

Re: Modifications to Building Site 110 Sugarplum Meadows Planned Unit Development

Greetings John:

As you are aware, I am on the Board of Trustees of the Sugarplum Meadows Home Owners Association. I approve of the changes proposed by John Byrne to Building Site 110 which will remove the two unnecessary parking spaces, increase the snow storage and snow removal area from 15 feet wide to 30 feet wide, and remove approximately 15 feet of "non-buildable area". Doubling the size of the snow removal and snow storage areas will greatly improve our snow removal in the tight cul-de-sac during winter months.

The deletion of building height restrictions and ridge roof line orientation for a new home to be constructed on Building Site 110 has no impact upon the homes already constructed in the Subdivision, except possibly John Byrne's home on Building Site 108 and any new construction of a home on Building Site 106. However, since John is the owner of Building Sites 106 and 108, the Building Site restrictions that presently exist are for his benefit and have no additional effect on the HOA generally.

Finally, the proposed changes to the Site Plan for Building Site 110, if legally required, will be presented to the Members of the HOA for their approval. John Byrne owns one half of the Building Sites in the Sugarplum Meadows Subdivision, so with John's vote, my vote and Sam Adams' vote, we have a clear majority of Members approving, if any approval becomes necessary.

With winter approaching it's important for the HOA to solidify our snow removal and storage plans quickly. Please let me know if I can assist in moving this forward.

Sincerely,

/S/

Paul Gongaware

From: Sam Adams <Sam@adamsclavis.com>
Sent: Wednesday, September 13, 2023 5:57 PM
To: John Guldner <jguldner@townofalta.com>; Paul Gongaware <paul@westalta.com>
Cc: John Byrne <Johnbyrne333@cs.com>
Subject: RE: Meadows changes

Re: Modifications to Building Site 110 Sugarplum Meadows

Dear John,

Let me pile on concerning the issue. I completely concur with Paul on this issue.

Like Paul, I am a homeowner and a Trustee of the Board of Trustees of the Sugarplum Meadows HOA. John Byrne has proposed changes to Building Site 110 to remove the two parking spaces. These changes will increase snow storage and the snow removal area from 15 feet wide to 30 feet wide, and to remove the additional approximate 15 feet of “non-buildable area”.

I fully support John Byrne’s proposals. These changes will double the size of the snow removal. The snow storage area will improve snow removal in the tight cul-de-sac during winter months and improve safety for citizens and workers. The proposals help every homeowner on the street.

The deletion of building height restrictions and ridge roof line orientation for a new home to be constructed on Building Site 110 has no impact upon the homes already constructed in the Subdivision, including mine. In any event, John Byrne is the owner of Building Sites 106 and 108, so such Building Site restrictions that presently exist are for John Byrne’s benefit and do not benefit the HOA generally.

Finally, the proposed changes to Site 110, will be presented to the Members of the HOA for their approval. John Byrne owns one half of the Building Sites in the Sugarplum Meadows Subdivision, so with John’s vote and my vote, we have a majority of Members of the HOA if such approval might be necessary. John is the best of neighbors and has made accommodations for snow removal and snow safety for the HOA to his personal detriment.

With winter quickly upon us, it is imperative that the HOA solidify snow removal and storage plans quickly. Snow removal plans are vital and expensive for us to enjoy our property rights. We pay a lot in taxes and local fees, thus your attention to the matter is of the utmost importance. Not accepting his proposed changes will be detrimental to the safety, costs, and function of our small neighborhood, which we truly enjoy and love.

Sincerely,

Samuel H. Adams

Tab 6



| LEGEND | |
|--------|-----------------------------|
| | BUILDING FOOTPRINT |
| | PARKING LOT |
| | ROAD |
| | CONTOUR LINE |
| | ADJUSTED SURVEY POINT |
| | UTILITY LINE |
| | EASEMENT |
| | PROPERTY BOUNDARY |
| | RIGHT-OF-WAY |
| | PROPOSED BUILDING |
| | PROPOSED PARKING |
| | PROPOSED ROAD |
| | PROPOSED CONTOUR |
| | PROPOSED SURVEY POINT |
| | PROPOSED UTILITY LINE |
| | PROPOSED EASEMENT |
| | PROPOSED PROPERTY BOUNDARY |
| | PROPOSED RIGHT-OF-WAY |
| | PROPOSED BUILDING FOOTPRINT |
| | PROPOSED PARKING LOT |
| | PROPOSED ROAD |
| | PROPOSED CONTOUR LINE |
| | PROPOSED SURVEY POINT |
| | PROPOSED UTILITY LINE |
| | PROPOSED EASEMENT |
| | PROPOSED PROPERTY BOUNDARY |
| | PROPOSED RIGHT-OF-WAY |

4.5 OF 7
ALTA/MSPS
LAND TITLE
SURVEY

| REVISIONS | | |
|-----------|----------|-----------------------|
| REV | DATE | DESCRIPTION |
| 1 | 09/11/23 | RELEASE TO CLIENT |
| 2 | 09/11/23 | ADDRESS COMMENTS |
| 3 | 09/11/23 | UPDATE PER NEW REPORT |
| 4 | 09/11/23 | UPDATE PER NEW REPORT |
| 5 | 09/11/23 | UPDATE PER NEW REPORT |
| 6 | 09/11/23 | UPDATE PER NEW REPORT |
| 7 | 09/11/23 | UPDATE PER NEW REPORT |

SUGARPLUM MEADOWS P.U.D.
CIRQUE PROPERTY, LC.
ALTA, UTAH
LOCATED IN THE NORTHEAST 1/4 OF SECTION 06, TOWNSHIP 3 SOUTH, RANGE 3 EAST, S.L.B.&M.

McNEIL ENGINEERING
 8888 South Sandy Parkway, Suite 200 Sandy, Utah 84070 801.555.7788
 Civil Engineering • Consulting & Landscape Architects
 Structural Engineering • Land Surveying & HDS

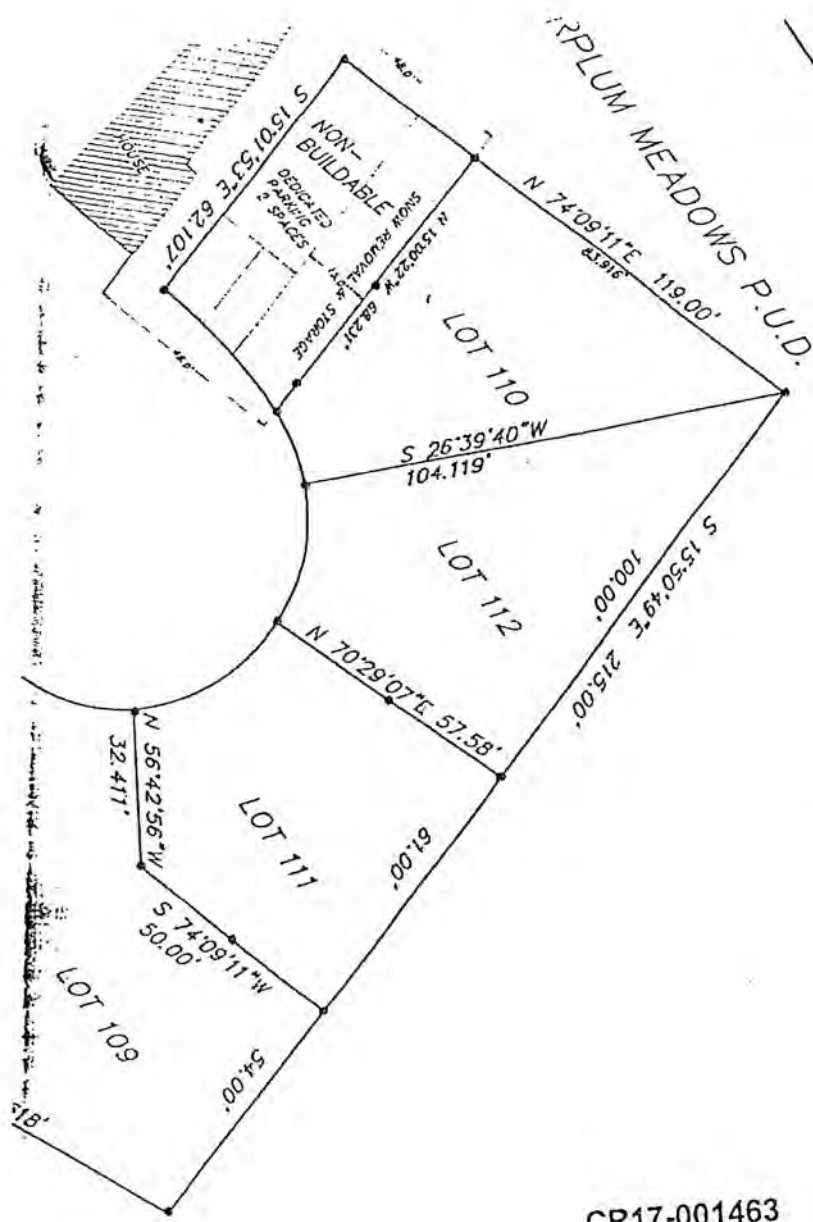
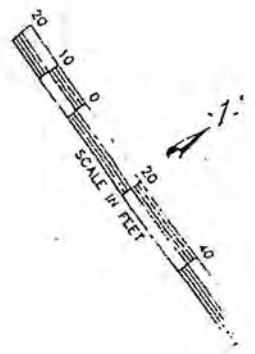
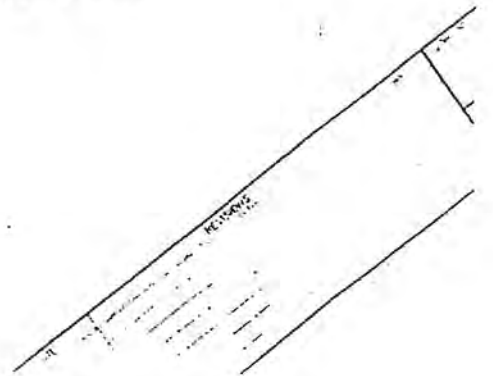


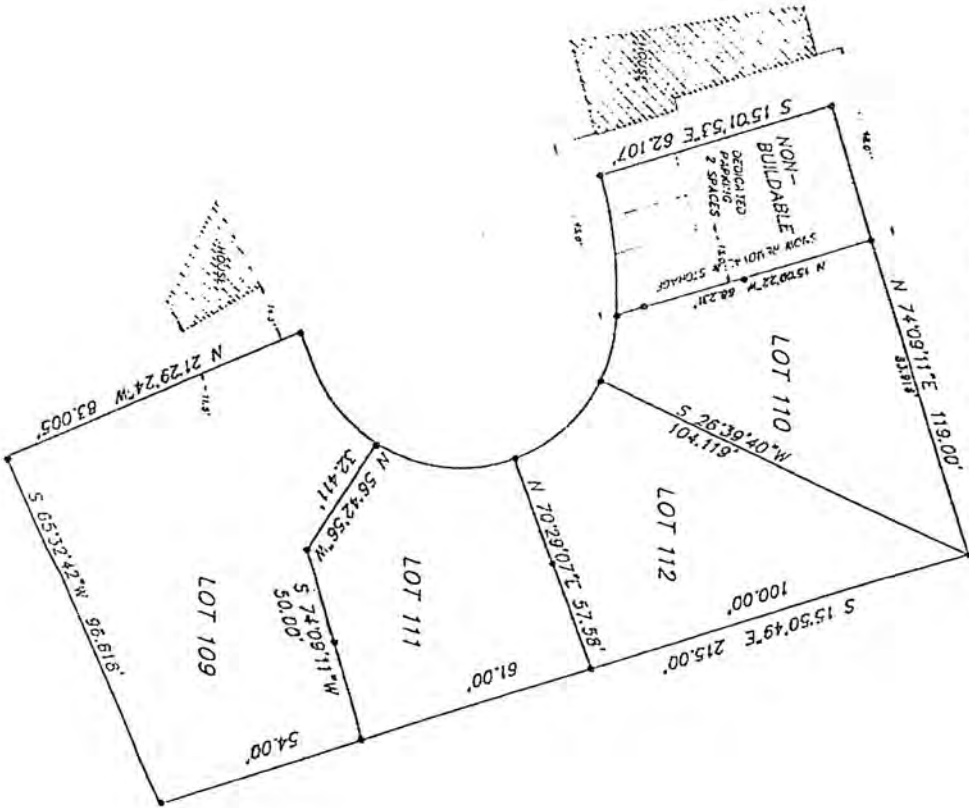
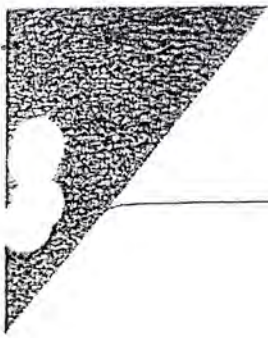
EXHIBIT A
Powderhorn Associates, et al.
Town of Alta Settlement Agreement



CR17-001463

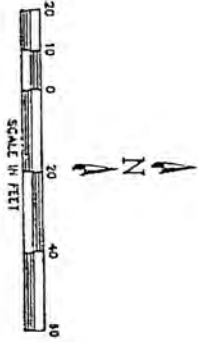
W.P.P.
W.P.P. Eng. P.D.





SUGARPLUM MEADOWS P.U.D.

EXHIBIT A
Powderhorn Associates, et al.
Town of Alta Settlement Agreement



Handwritten notes:
P.F.A.
WSP B.S.
DD

| | | |
|---|--|------------------------|
| MOUNTAIN STATES SURVEYS 150 WEST 2100 SOUTH, SUITE 110 SALT LAKE CITY, UTAH 84115 PH. 801-465-5431 | DATE 8-28-1994 SHEET NO. 2208.100 SHEET 18008 | SURVEY PLAT |
| | | SURVEYOR RON FERRIN |

CR17-001464

CR17-001562

106

101

L2374
A2347'68"
R6200
LC2555

Right A-1 reduced

N15°01'53"W 62.11

DEPARTMENT OF
PUBLIC UTILITIES
OFFICE

15' SHOV. REMOVAL
& STORAGE

N. 68.25'
15°00'00"E

48.0'

N74°09'11"E 119.00
63.916

N21°29'24"W 83.01

L874
A8271'50"
R49640
LC8774

L2613
A3725'23"
R4100
LC2556

N 26°09'40" E
104.119

109

III

L0405
A7846'93"
R4100
LC3303

30' RIGHT OF WAY

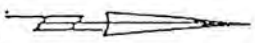
N74°09'11"E 71.21

S15°50'49"E 136.49

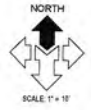
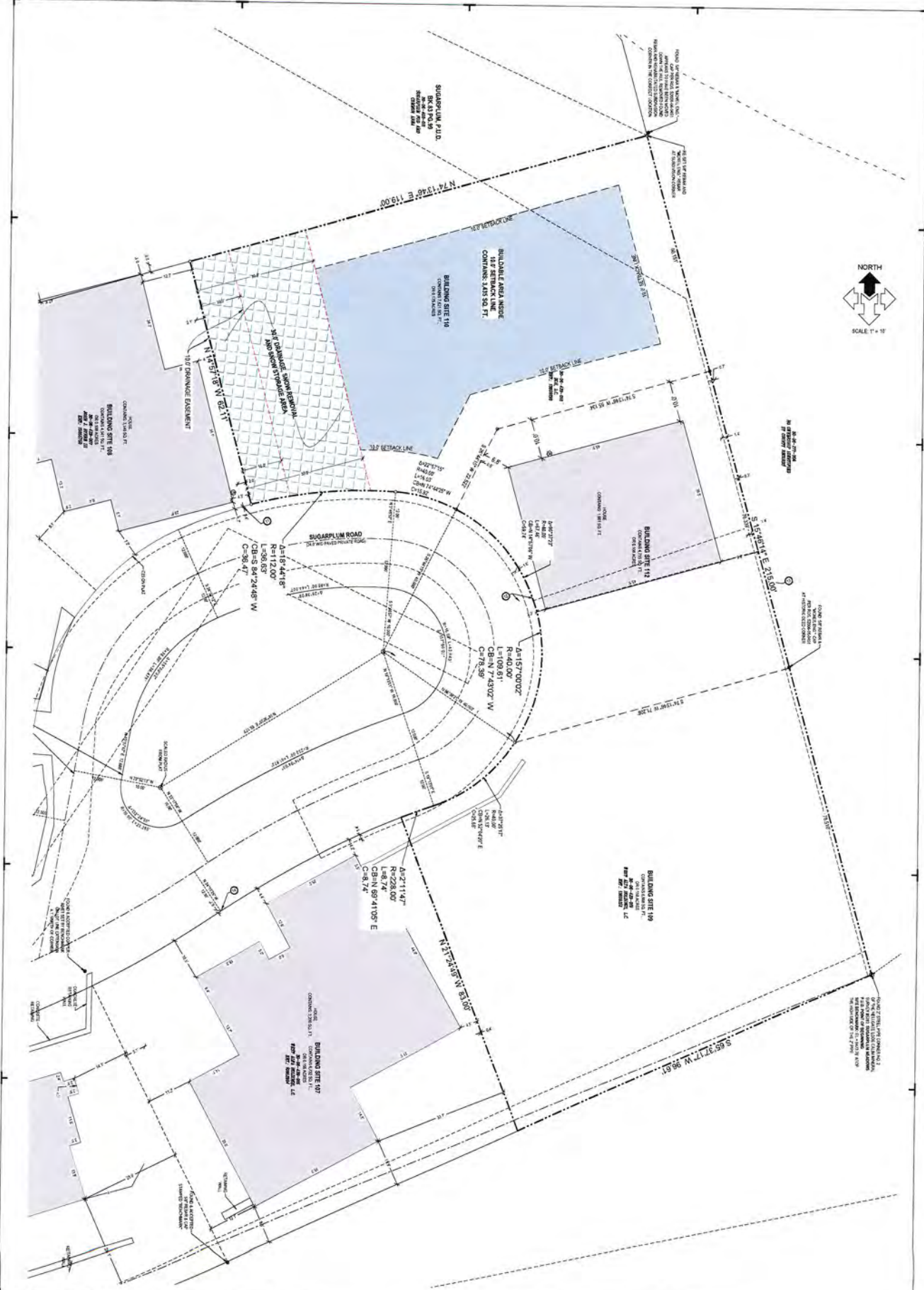
N 32°42' N 96.62

S15°50'49"E 78.51

SCALE 1" = 20 FT



Tab 7



SITE 110, PROPOSED EASEMENT EXHIBIT

BUILDING LOT 110 EASEMENT MODIFICATIONS
 ALTA, UTAH
 LOCATED IN THE NORTHEAST 1/4 OF SECTION 06, TOWNSHIP 3 SOUTH, RANGE 3 EAST, S.L.B.&M.

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| REV | DATE | DESCRIPTION |
|-----|---------|--------------------|
| 1 | 7/17/13 | RELEASE FOR REVIEW |
| | | |
| | | |

PROJECT NO. 22550

CAD FILE: 22550

DRAWN BY: DMW

CHECKED BY: DMW

DATE: 7/17/13

SITE 110 PROPOSED EASEMENT EXHIBIT

7 OF 7

Tab 8

September 29, 2023

DECLARATION

I, Dave Weissbard, the Resident Manager of Sugarplum Meadows Subdivision and an employee of Canyon Services, Inc., make the following declaration:

1. Pursuant to contract with the Sugarplum Meadows Homeowners' Association (the "HOA") Canyon Servies, Inc. (hereafter "CSI") manages day-to-day operations of the Sugarplum Meadows Subdivision (the "Subdivision"). Those day-to-day services include removal and storage of snow and coordination of parking, as necessary.
2. My duties as the Resident Manager include managing snow removal and storage at the Subdivision and coordinating parking on the rare days that there might be a special event by a homeowner in the Subdivision.
3. During my 19 years of employment, the two parking spaces located on Building Site 110, adjacent to the home on Building Site 108, (the "Lot 110 Parking Spaces") have never been used as general overflow parking for homeowners' guests or invitees. The Lot 110 Parking Spaces have only ever been used as summer parking for employees or guests of the owner of Building Site 108.
4. The Lot 110 Parking Spaces are never used in the winter months due to possible roof slide from the home on Building Site 108. With the location of the home on Building Site 108, the snow and ice "roof slide" from the home on Building Site 108 would cover some or all of the Lot 110 Parking Spaces.
5. To have the fifteen-foot (15') wide snow removal area next to the Lot 110 Parking Spaces would certainly be a problem if cars were allowed to park in such spaces during the winter season.
6. Currently, the fifteen-foot wide (15') wide snow removal area lying immediately to the East (looker's right) of the Lot 110 Parking Spaces is inadequate for purposes of snow removal and/or snow storage.
7. The topography of Building Site 110 makes the best area on Building Site 110 to push and store snow the first thirty feet (30') feet (running West to East) of Building Site 110.
8. Relocating and widening the snow removal/snow storage area to thirty-feet (30') wide as described in Paragraph 8 above and on Exhibit "A" attached hereto, would make the removal and storage of snow in the Subdivision faster, more effective, and safer.

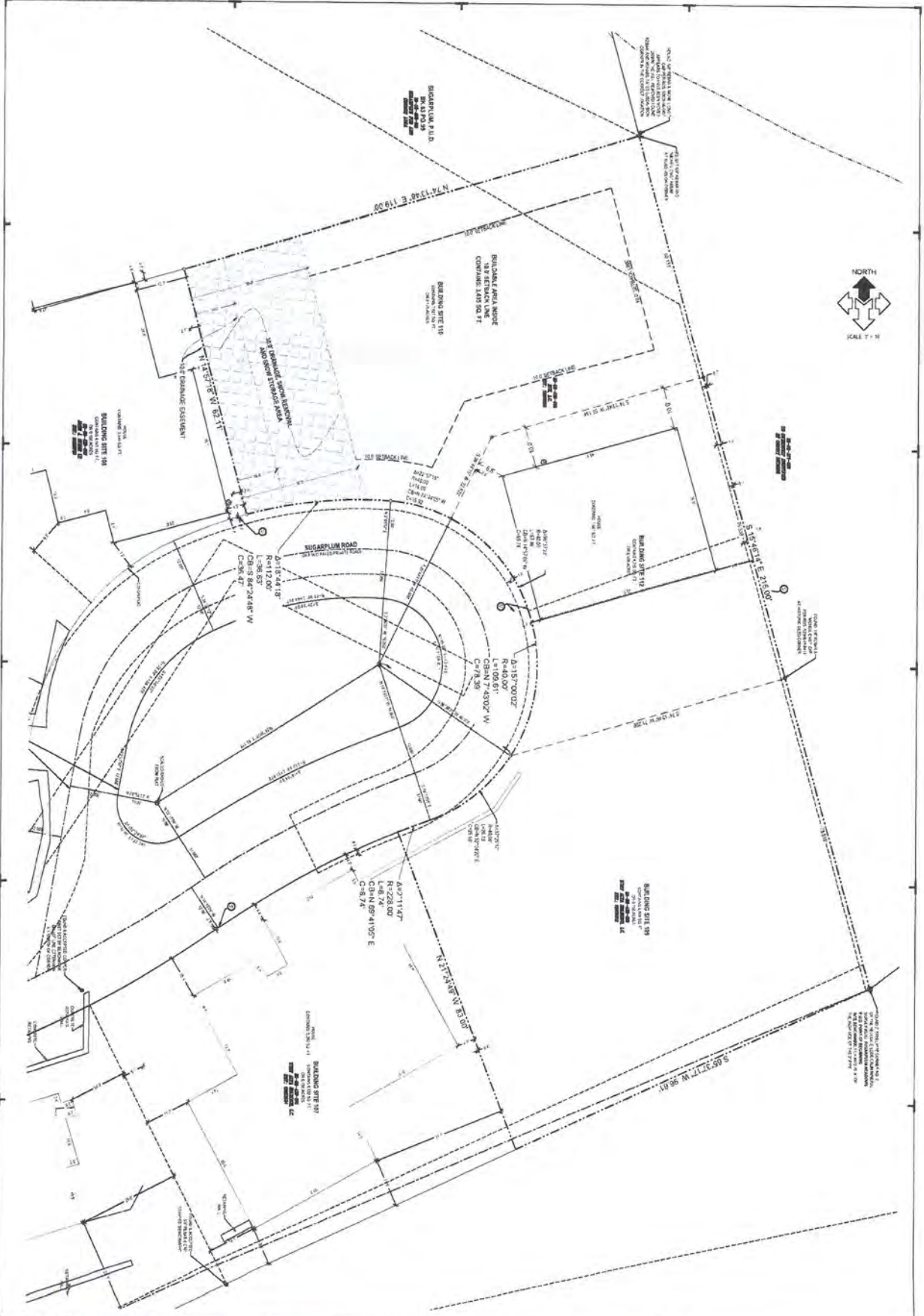
9. It is my understanding that the Covenants, Conditions and Restrictions of Sugarplum Meadows Planned Unit Development provide that no motor vehicles shall be parked or left on any portion of the Subdivision other than within a driveway, garage, or other parking structure. It is my further understanding that the HOA has adopted year-around parking and construction rules which provide that any parking in the Subdivision is required to be in a garage, on driveways and/or in front of a homeowner's property (during day time hours only) on non-snow removal days.

10. Based upon my familiarity with the Subdivision, including the fact that most of the homeowner' driveways are heated, it is my opinion, that, in accordance with the Covenants, Conditions and Restrictions of Sugarplum Meadows Planned Unit Development and the HOA's parking and construction rules, there is adequate parking in the Subdivision without the Lot 110 Parking Spaces.

DocuSigned by:

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Dave Weissbard



| REV | DATE | DESCRIPTION |
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PROJECT NO: 2205
 DATE: 11/21/22
 CHECKED BY: GAW
 DATE: 11/21/22

AMENDED SUGARPLUM MEADOWS P.U.D.

BUILDING LOT 110 EASEMENT MODIFICATIONS

ALTA, UTAH

LOCATED IN THE NORTHEAST 1/4 OF SECTION 06, TOWNSHIP 3 SOUTH, RANGE 3 EAST, S.L.B.&M.

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Tab 9

30

5600

Recording Requested By, and
When Recorded Mail to:

WALTER J. PLUMB III
411 East 100 South
Salt Lake City, Utah 84111

4678093
21 SEPTEMBER 88 10:10 AM
KATIE L. DIXON
RECORDER, SALT LAKE COUNTY, UTAH
WALTER J PLUMB
REC BY: REBECCA GRAY , DEPUTY

4678093

DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS OF
SUGARPLUM MEADOWS
AN EXPANDABLE PLANNED UNIT DEVELOPMENT
SALT LAKE CITY, UTAH

BOOK 6065 PAGE 2334

2.3.2. Easements for Utilities and Maintenance.

Easements over and under the Project for the installation, repair and maintenance of sanitary sewer, water, electric, gas and telephone lines, cable or master television antenna lines, and drainage facilities, which are of record in the office of the Salt Lake County Recorder, or as may be hereafter required to serve the Project, are hereby reserved for Declarant and the Association, together with the right to grant and transfer the same.

2.4. Snow Removal and Storage.

Declarant hereby reserves over the Project, for the benefit of the Owners hereof, a snow removal and storage easement for the purpose of providing appropriate locations for the relocation and storage of snow which may accumulate at the Project. Declarant reserves the right to designate one or more locations located on various Buildings Sites as snow storage easement areas. Such locations may or may not be depicted on the Map and Declarant reserves the right to designate on one or more supplemental Maps the location of such snow removal and storage areas. In the event that such snow removal and storage areas are not so designated on the Map, Declarant nevertheless reserves the right to give notice to the Owners of any area so designated which shall thereupon become a snow removal and storage area. Declarant may unilaterally amend the Declaration and the Map to designate such areas.

ARTICLE III

USE RESTRICTIONS

In addition to all of the covenants contained herein, the use of the Project and each Building Site therein is subject to the following:

3.1. Use of Individual Building Sites. Except as otherwise provided herein, each Building Site may be used in any manner consistent with the requirements of applicable zoning and other land use ordinances and regulations, including the construction of one or more Dwellings in accordance with the provisions hereof.

3.2. Nuisances. No noxious, illegal or offensive activities shall be carried on in any Dwelling, Building Site or other part of the Project, nor shall anything be done thereon which may be or may become an annoyance or a nuisance to or which may in any way interfere with each Owner's quiet enjoyment of his respective Building Site or Dwelling, or which shall in any way increase the rate of insurance for the Project or for any other Building Site or Dwelling, or cause any insurance policy to be cancelled or cause a refusal to renew the same.

BOOK 6065 PAGE 2343

Tab 10



LEGEND

EXISTING BUILDING FOOTPRINT OR OTHER EXISTING STRUCTURE

| REVISIONS | |
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| REV | DESCRIPTION |
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|----------------------------|---------|
| PROJECT NO. | 22205 |
| CAD FILE - PARKING EXHIBIT | |
| DRAWN BY: | DNW |
| CHECKED BY: | DNW |
| DATE: | 9/11/23 |

SUGARPLUM EXISTING PARKING EXHIBIT

CIRQUE PROPERTY, LC.

ALTA, UTAH

LOCATED IN THE NORTHEAST 1/4 OF SECTION 06, TOWNSHIP 3 SOUTH, RANGE 3 EAST, S.L.B.&M.

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Structural Engineering • Land Surveying & HDG

Tab 11

30

56.00

Recording Requested By, and
When Recorded Mail to:

WALTER J. PLUMB III
411 East 100 South
Salt Lake City, Utah 84111

4678093
21 SEPTEMBER 88 10:10 AM
KATIE L. DIXON
RECORDER, SALT LAKE COUNTY, UTAH
WALTER J PLUMB
REC BY: REBECCA GRAY , DEPUTY

4678093

DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS OF
SUGARPLUM MEADOWS
AN EXPANDABLE PLANNED UNIT DEVELOPMENT
SALT LAKE CITY, UTAH

6065 PLS# 2331

3.3. Parking. Unless otherwise permitted by the Board, no motor vehicles shall be parked or left on any portion of the Project other than within a driveway, garage or other parking structure.

3.4. Signs. No sign of any kind shall be displayed to the public view from any Building Site or from the Common Area or from any other portion of the Project without the approval of the Board except (i) one sign of customary and reasonable dimensions advertising a Building Site or Dwelling for sale, lease or rent displayed from such Building Site or Dwelling, and (ii) such signs as may be used by Declarant or its assignees for the purpose of selling, renting or leasing Building Sites as permitted by Section 2.2.1.

3.5. Animals. No animals of any kind shall be raised, bred or kept on any portion of the Project.

3.6. Garbage and Refuse Disposal. All rubbish, trash and garbage and other waste shall be regularly removed from the Project, and shall not be allowed to accumulate thereon. Rubbish, trash, garbage and other waste shall be kept in sanitary containers. All equipment, garbage cans, or storage piles shall be kept screened and concealed from the view of other portions of the Project, except during the scheduled day for trash pick-up.

3.7. Radio and Television Antennas. No Owner may construct, use or operate his own external radio, television or other electronic antenna or satellite receiver without the consent of the Board. No Citizens Band or other transmission shall be permitted from the Project without the consent of the Board.

3.8. Right to Lease, Rent. Nothing in this Declaration shall prevent an Owner from leasing or renting his Dwelling. However, any lease or rental arrangement shall be expressly subject to the Project Documents and any lease or rental agreement must specify that failure to abide by such provisions shall be a default under the lease or rental agreement.

3.9. Power Equipment and Car Maintenance. No power equipment (other than tools and equipment used in the construction of the Improvements), work shops, or car maintenance of any nature, other than emergency repair, shall be permitted on the Project without the consent of the Board. In deciding whether to grant approval, the Board shall consider the effects of noise, air pollution, dirt or grease, unsightliness, fire hazard, interference with radio or television reception, and similar objections.

3.10. Drainage. No Owner shall do any act or construct any Improvement which would interfere with the natural or established drainage systems or patterns within the Project.

BOOK 6065 PAGE 2344

Tab 12

SETTLEMENT AGREEMENT

This Settlement Agreement is made between Powderhorn Associates, by its general partner, Ski Resort Development, Inc., and Sugarplum Meadow Associates, by its general partner, Madison Company ("Plaintiffs") and the Town of Alta, a political subdivision of the State of Utah (sometimes hereinafter referred to as the "Town" or "Alta").

Recitals

A. On June 16, 1982, the Town of Alta and Sorenson Resources Company ("SRC") entered into an agreement ("1982 Agreement") which provided, inter alia, for the Town to annex and SRC to develop certain property commonly known as the Blackjack property ("Property").

B. Walter J. Plumb, III, signed the 1982 Agreement for SRC.

C. On July 14, 1983, the Alta Planning Commission approved SRC's application for the issuance of a conditional use permit for the development of the Property as the Sugarplum Planned United Development ("Sugarplum PUD" or "PUD") (hereinafter the "1983 CUP Approval").

D. Since the execution of the 1982 Agreement and the 1983 CUP Approval, Walter J. Plumb, III, has at times served as a corporate officer of SRC or its affiliates, and was authorized at times by SRC, its affiliates, subsidiaries, successors and/or assigns, to obtain the Town's approval for the phased development of the PUD.

E. Phase 1, known as "Sugarplum" was approved and developed at the request of SRC. Phase 2, known as "Sugarplum Village", was approved and developed at the request of Sugarplum Associates, a joint venture between a wholly owned subsidiary of SRC and others. Phase 3, known as "The View", was approved and developed at the request of Walter J. Plumb as an officer of SRC and Kevin Watts and Associates. Phase 4, known as "Superior Point", was approved and developed at the request of Powderhorn Associates, with the knowledge of SRC, its predecessor-in-interest. Phase 5, known as "Sugarplum Meadows", was approved and developed at the request of Sugarplum Meadow Associates, successor-in-interest to Pharmed, Inc., the successor corporation upon merger of Sorenson Resources, Inc., a/k/a SRC and Columbia Resources, Inc., a wholly owned subsidiary of SRC.

F. On April 22, 1988, the Alta Planning Commission conceptually approved conditional use permit applications for Sugarplum Meadows, Phase 5, Lot 1 and Superior Point, Phase 4, Lot 3 of the Sugarplum PUD, permitting a total of 70 bedrooms or guest rooms in both phases ("1988 Approval"). On August 2, 1989, the Alta Planning Commission approved a specific site plan proposal, affirmed the 70 bedroom limitation, and allocated bedrooms as follows: Phase 4 - 28 bedrooms; Phase 5 - 42 bedrooms ("1989 Approval").

G. On July 7, 1995 Plaintiffs commenced a lawsuit against the Town of Alta in the Third Judicial District Court in and for Salt Lake County, State of Utah, Civil No. 950904765CN ("Lawsuit") relating to the development of Phases 4 and 5 of the PUD. Alta, with Plaintiffs' consent, has not filed a response to Plaintiffs' Complaint in the Lawsuit.

POOR COPY - CO. RECORDS

Handwritten initials and scribbles.

BOOK 6293 PAGE 932

H. Plaintiffs and Alta desire to fully and finally settle all disputes and causes of action advanced in the lawsuit relating to Phases 4 and 5 of the PUD. In furtherance of that objective, the Plaintiffs desire to give Alta assurances that Phases 4 and 5 of the Sugarplum PUD will be developed consistent with the Town's prior approvals, and the Town desires to approve a reallocation of bedroom or sleeping units within Phases 4 and 5 as specifically herein set forth.

The foregoing recitals shall be deemed part of the substantive provisions of this Agreement.

Agreement

For good and valuable consideration, receipt of which is hereby acknowledged, Plaintiffs and the Town of Alta agree as follows:

**Agreements of the Town and Sugarplum Meadow Associates
with Respect to Sugarplum Meadows, Phase 5, Lot 1 of the Sugarplum PUD**

1. Building Sites 109-112 in Phase 5 shall be developed in accordance with the amended survey plat or site plan proposed by the Sugarplum Meadow Associates dated August 28, 1996 ("Site Plan"), a copy of which is attached hereto as Exhibit A. The Site Plan provides for a non-buildable forty-eight foot area adjacent to Building Site 108. The "Non-Buildable" area shown on the Site Plan includes space for two additional guest parking stalls, a fifteen foot corridor to be used exclusively for snow removal activities, and additional open space. The guest parking stalls shall be striped, signed and maintained separate and apart from driveways located on other Building Sites within Phase 5. Sugarplum Meadow Associates shall, within thirty (30) days of the date hereof, secure the Homeowners' Association agreement to maintain the Non-Buildable area.

Sugarplum Meadow Associates agrees, for the benefit of the Town and the owners of vacant Building Site 106, that any single family dwelling unit constructed on Building Site 110 shall have the ridge roof line oriented parallel with the property line separating Sites 110 and 112 and not parallel with the property line separating Sites 108 and 110. Sugarplum Meadow Associates further agrees to commence construction from the natural soil elevation of Building Site 110 and that the ridge roof line shall be no higher than thirty-six (36) feet from such natural soil elevation. Sugarplum Meadow Associates shall remove from Site 110, prior to the commencement of construction, the three to four feet of construction material, soil and fill previously placed on Sites 110 & 112.

In consideration of the spacing, orientation and elevation of any single family dwelling unit on Building Site 110, the owners of vacant Building Site 106, David and Diana Burrow, have indicated their willingness to discharge and release the Town of Alta and Sugarplum Meadow Associates from claims they may have to a four bedroom entitlement on Building Site 106 and to consent to a limitation of three bedrooms in any structure to be permitted on that Site. The provisions of ¶ 10 are incorporated herein by reference.

FOUR COPY
CO REGISTER

[Handwritten signatures and initials]

BOOK 8293 PAGE 933

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PODR COPY
CO. RECORDS

BOOK B293 PAGE 932

WJP
WJP

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FOUR COPY
CO RECORDED

WES By DD
KBT

BOOK 8293 PAGE 933

Tab 14



| REV | DATE | DESCRIPTION |
|-----|----------|--------------------------------------|
| 1 | 10/07/22 | RELEASE TO CLIENT |
| 2 | 11/21/22 | ADDRESS COMMENTS |
| 3 | 11/21/22 | UPDATE NAME/ SHEET KEY & DELETE LINE |
| 4 | 11/21/22 | UPDATE PER NEW REPORT |
| 5 | 09/09/23 | UPDATE SITE LOG & TLL PER CLIENT |
| 6 | 09/09/23 | REVISION RECORDS 02/27/2023 |
| 7 | 11/11/23 | ADD SHEETS 4.3 & 7 |

SUGARPLUM MEADOWS P.U.D.
CIRQUE PROPERTY, LC.
ALTA, UTAH
 LOCATED IN THE NORTHEAST 1/4 OF SECTION 06, TOWNSHIP 3 SOUTH, RANGE 3 EAST, S.L.B.&M.

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LEGEND

- SURVEY POINT
- BUILDING FOOTPRINT
- UTILITY LINE
- EASEMENT
- RIGHT-OF-WAY
- PROPERTY LINE
- CONTOUR LINE
- TREE
- SPOT ELEVATION
- BENCHMARK
- PROPOSED STRUCTURE
- PROPOSED PAVEMENT
- PROPOSED UTILITY
- PROPOSED EASEMENT
- PROPOSED RIGHT-OF-WAY
- PROPOSED PROPERTY LINE
- PROPOSED CONTOUR
- PROPOSED TREE
- PROPOSED SPOT ELEVATION
- PROPOSED BENCHMARK

SUGARPLUM MEADOWS P.U.D.

**CIRQUE PROPERTY, LC.
ALTA, UTAH**

LOCATED IN THE NORTHEAST 1/4 OF SECTION 06, TOWNSHIP 3 SOUTH, RANGE 3 EAST, S.L.B.&M.

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| REVISIONS | | |
|-----------|----------|--------------------------------------|
| REV | DATE | DESCRIPTION |
| 1 | 10/07/22 | RELEASE TO CLIENT |
| 2 | 11/17/22 | ADD REVISION COMMENTS |
| 3 | 11/23/22 | UPDATE NAME/ SHEET KEY & DELETE LINE |
| 4 | 11/23/22 | UPDATE PER NEW REPORT |
| 5 | 09/11/22 | ISSUE PER AIA 1210 & 1211 PER LOCAL |
| 6 | 09/11/22 | PER LOCAL RECORDS 4/3/2022 |
| 7 | 09/11/22 | ADD SHEETS 6 & 7 |

| | |
|------------|-----------------------------|
| DATE | 08/23/22 |
| CLIENT | ALTA/NSPS LAND TITLE SURVEY |
| PROJECT | ALTA/NSPS LAND TITLE SURVEY |
| DRAWN BY | KOR |
| CHECKED BY | KOR |
| DATE | 08/23/22 |
| PROJECT | ALTA/NSPS LAND TITLE SURVEY |
| DATE | 08/23/22 |
| PROJECT | ALTA/NSPS LAND TITLE SURVEY |



| REV | DATE | DESCRIPTION |
|-----|----------|---|
| 1 | 09/07/22 | RELEASE TO CLIENT |
| 2 | 11/07/22 | ADDRESS COMMENTS |
| 3 | 12/12/22 | UPDATE RAINFALL SHEET KEY & DELETE LINE |
| 4 | 01/17/23 | UPDATE PER NEW REPORT |
| 5 | 01/17/23 | UPDATE SITE 110 & 112, PER CDCA PER JOURNALING, RECORDED 41257583 |
| 6 | 01/17/23 | ADD SHEETS 4 & 7 |

SUGARPLUM MEADOWS P.U.D.
CIRQUE PROPERTY, LC.
ALTA, UTAH
 LOCATED IN THE NORTHEAST 1/4 OF SECTION 06, TOWNSHIP 3 SOUTH, RANGE 3 EAST, S.L.B.&M.

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Geometric and Sustainable Design, Professional Yoni Kocer and Team
 6810 South Sandy Parkway, Suite 200 Sandy, Utah 84070 (801) 553-7780 www.mcneilengineering.com
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LEGEND

- SPOT ELEVATION
- CONTOUR INTERVAL
- BUILDING FOOTPRINT
- SITE LINE
- PROPERTY LINE
- RIGHT-OF-WAY
- EASEMENT
- UTILITY LINE
- SURVEY POINT
- MONUMENT
- CORNER
- SURVEY STATION
- OBSTRUCTION
- UNKNOWN

REVISIONS

| REV | DATE | DESCRIPTION |
|-----|----------|--------------------------------------|
| 01 | 09/27/22 | RELEASE TO CLIENT |
| 02 | 10/13/22 | REVISION COMMENTS |
| 03 | 12/12/22 | UPDATE NAME/ SHEET KEY & DELETE LINE |
| 04 | 01/13/23 | UPDATE PER NEW REPORT |
| 05 | 01/13/23 | UPDATE SITE 10 & 11; PER CLIENT |
| 06 | 01/13/23 | ADD SHEETS 5 & 6 |

SUGARPLUM MEADOWS P.U.D.

CIRQUE PROPERTY, L.C.

ALTA, UTAH

LOCATED IN THE NORTHEAST 1/4 OF SECTION 06, TOWNSHIP 3 SOUTH, RANGE 3 EAST, S.L.B.&M.

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4.5 OF 7

AT&M/SFS
LAND TITLE
SURVEY



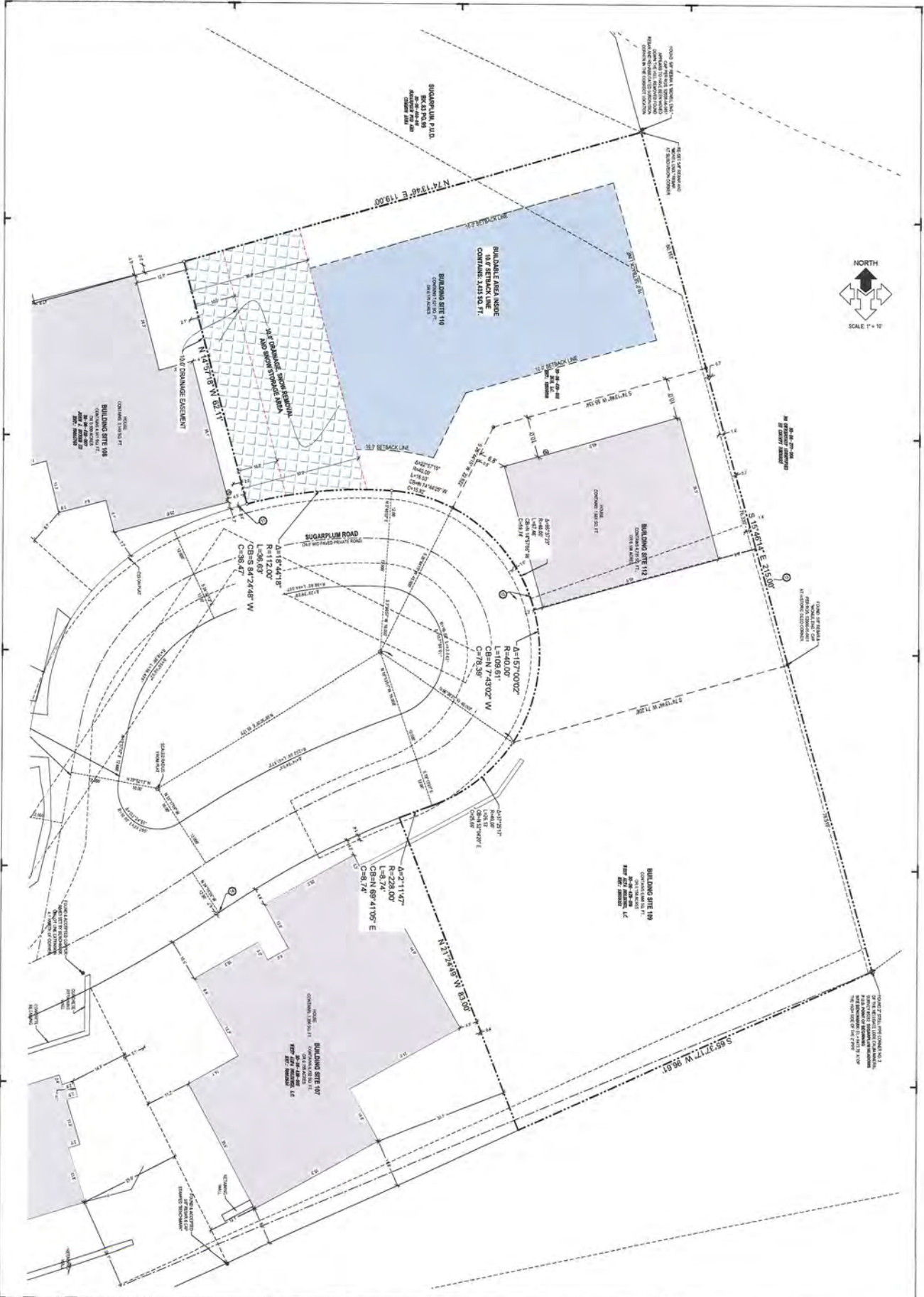
REVISIONS

| REV | DATE | DESCRIPTION |
|-----|----------|--|
| 1 | 10/27/22 | RELEASE TO CLIENT |
| 2 | 11/17/22 | ADDRESS COMMENTS |
| 3 | 12/12/22 | UPDATE NAME/ SHEET REV & DELETE LINE |
| 4 | 12/12/22 | UPDATE PER NEW REPORT |
| 5 | 10/23/23 | UPDATE SITE 110 & 112 PER CORR. ENV. 1849608, RECORDED 8/22/2303 |
| 6 | 8/14/23 | ADD SHEETS 4, 5 & 7 |

PROJECT NO: 22506
 DATE: 10/27/22
 CHECKED BY: MSH
 FIELD CADD: ZAM/AMW
 CADD BY: MSH
 DATE: 10/27/22

SUGARPLUM MEADOWS P.U.D.
CIRQUE PROPERTY, LC.
ALTA, UTAH
 LOCATED IN THE NORTHEAST 1/4 OF SECTION 06, TOWNSHIP 3 SOUTH, RANGE 3 EAST, S.L.B.&M.

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7 OF 7

REVISIONS

| REV | DATE | DESCRIPTION |
|-----|------|-------------|
| | | |
| | | |
| | | |
| | | |

PROJECT NO. 12550

DATE: 7/17/23

DESIGNED BY: DNV

CHECKED BY: DNV

FIELD CHECK: ZAKHAROV

DATE: 7/17/23

SITE 110 PROPOSED EASEMENT EXHIBIT

SITE 110, PROPOSED EASEMENT EXHIBIT

BUILDING LOT 110 EASEMENT MODIFICATIONS

ALTA, UTAH

LOCATED IN THE NORTHEAST 1/4 OF SECTION 06, TOWNSHIP 3 SOUTH, RANGE 3 EAST, S.L.B.&M.

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