

**TOOELE COUNTY  
RESOLUTION 2021-51**

**A RESOLUTION APPROVING THE TRANSFER OF FIVE OPEN SPACE  
PARCELS SURROUNDING THE RESERVE SUBDIVISION TO THE  
STANSBURY SERVICE AGENCY**

**WHEREAS**, Perry Development, LLC (“Perry”) proposes to transfer five parcels of open space surrounding The Reserve Subdivision to the Stansbury Service Agency (“SSA”) via a Deed of Dedication with Restrictive Covenants; and

**WHEREAS**, the parcels to be transferred are 19-075-0-000C, 20-040-0-000A, 21-045-0-000A, 21-045-0-000C and 21-072-0-000A; and

**WHEREAS**, SSA has agreed to the transfer and has agreed to abide by the restrictive covenants contained in the Deed of Dedication with Restrictive Covenants; and

**WHEREAS**, as a condition of approval of The Reserve Subdivision, Perry was required to design and construct a trail around The Reserve Subdivision before certificates of occupancy could be issued for more than 50% of the homes in The Reserve Subdivision; and

**WHEREAS**, SSA has agreed to design and construct the trail within 12 months of the execution of the Deed of Dedication with Restrictive Covenants; and

**WHEREAS**, the planning commission held a public hearing on the proposed transfer on October 6, 2021, and no adverse public comment was received; and

**WHEREAS**, the planning commission voted unanimously to approve the proposed transfer; and

**WHEREAS**, the Ownership and Management of Open Space plan (“the management plan”) dated December 5, 2019, which requires the construction of the perimeter trail, states that changes to the management plan must be approved by the county commission; and

**WHEREAS**, the county commission was replaced by the county council effective January 1, 2021; and

**WHEREAS**, it is in the best interests of county residents to approve and allow the proposed transfer;

**NOW, THEREFORE, BE IT RESOLVED BY THE TOOEELE COUNTY COUNCIL** that:

1. The council chair is authorized and directed to execute the Deed of Dedication with Restrictive Covenants.
2. Perry is relieved of the obligation to design and construct the perimeter trail.
3. SSA shall design and construct the perimeter trail within 12 months of the execution of the Deed of Dedication with Restrictive Covenants.
4. The condition of approval requiring Perry to construct the perimeter trail before certificates of occupancy may be issued for more than 50% of the homes in The Reserve Subdivision is hereby repealed.

**EFFECTIVE DATE:** This resolution shall take effect immediately upon passage.

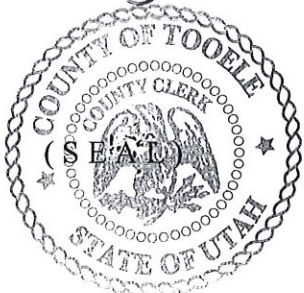
**DATED** this 4<sup>th</sup> day of November, 2021.

**ATTEST:**

  
\_\_\_\_\_  
TRACY D. SHAW, County Clerk

**TOOELE COUNTY COUNCIL:**

  
\_\_\_\_\_  
TOM TRIPP, Council Chair



Council Member Hamner voted aye  
Council Member Hoffmann voted aye  
Council Member Thomas voted aye  
Council Member Tripp voted aye  
Council Member Wardle voted aye

Tooele County  
Res. 2021-51

**APPROVED AS TO FORM:**

*Colin Winchester 11/08/2021*

COLIN R. WINCHESTER  
Deputy Tooele County Attorney

**When recorded, return to:**

Stansbury Service Agency  
1 Country Club Drive, Suite #1  
Stansbury Park, Utah 84074

**Affecting Parcel Numbers:**

THE RESERVE PHASE 3 SUBDIVISION PARCEL C – Parcel No. 19-075-0-000C  
THE RESERVE PHASE 4 SUBDIVISION PARCEL A – Parcel No. 20-040-0-000A  
THE RESERVE PHASE 5 SUBDIVISION PARCEL A – Parcel No. 21-045-0-000A  
THE RESERVE PHASE 5 SUBDIVISION PARCEL C – Parcel No. 21-045-0-000C  
THE RESERVE PHASE 6 SUBDIVISION PARCEL A – Parcel No. 21-072-0-000A

**DEED OF DEDICATION**  
**WITH RESTRICTIVE COVENANTS**

PERRY DEVELOPMENT, LLC (Grantor”), for good and valuable consideration, and subject to the restrictive covenants set forth below, hereby dedicates in fee title to STANSBURY SERVICE AGENCY (“Grantee”) the following parcels of real property located in Tooele County, State of Utah:

THE RESERVE PHASE 3 SUBDIVISION PARCEL C  
THE RESERVE PHASE 4 SUBDIVISION PARCEL A  
THE RESERVE PHASE 5 SUBDIVISION PARCEL A  
THE RESERVE PHASE 5 SUBDIVISION PARCEL C  
THE RESERVE PHASE 6 SUBDIVISION PARCEL A

**RESTRICTIVE COVENANTS**

The restrictive covenants stated below shall run with the land, shall apply to each of the above parcels, and shall be binding on Grantee and its successors and assigns.

1. Grantee shall perpetually preserve the parcels as a secondary conservation area pursuant to Tooele County Code Section 13-8-10 as it existed on the date of this Deed (attached hereto as Exhibit B). Any use of the parcels that impairs or interferes with secondary conservation area values is expressly prohibited.

2. Unless and until the current natural state of the parcels is changed, Grantee shall maintain the parcels by grazing or cutting the natural growth thereon, not allowing the ground vegetation growth to exceed 12” in height or as reasonably required by the fire marshal.

3. Grantee shall perpetually maintain the parcels in a usable, clean, functional, aesthetic, attractive and good condition.



4. Grantee shall perpetually preserve the parcels as open spaces for the enjoyment of the public.

5. Grantee shall neither install nor cause to be installed any outdoor lighting without Grantor's prior written consent. Grantor expressly reserves the right to dictate the type(s) of lighting to be installed, the intensity of such lighting, the location of such lighting, and the dates and hours that such lighting may be used, if at all.

6. Grantor is obligated to construct a trail around the perimeter of the Reserve residential units. The trail shall be designed and used for non-motorized transit and must be constructed of pervious materials after design consultation with Tooele County. The trail must be constructed before certificates of occupancy are issued for more than 50% of the homes in the Reserve. By acceptance of this Deed, Grantee assumes the obligation to construct and maintain the trail. By acceptance of this Deed, Tooele County repeals the requirement that the trail must be constructed before certificates of occupancy are issued for more than 50% of the homes in the Reserve. Grantee must construct and complete the trail within 12 months of the date of this Deed.


7. By acceptance of this Deed, Tooele County accepts the transfer of these parcels to Grantee as full satisfaction of Grantor's obligations to provide open space and/or conservation easements for The Reserve.

8. By acceptance of this Deed, Grantee agrees to fully indemnify Grantor from any and all claims arising from Grantor's obligations to provide open space and/or conservation easements for The Reserve.

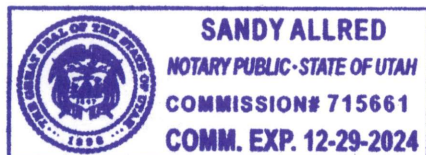
9. Grantee's obligations under this Deed may be specifically enforced by Grantor or Tooele County. In the alternative, if Grantee fails to perform its obligations under this Deed, Grantor may petition the court for reacquisition of the parcels.

DATED this 9 day of November, 2021.

PERRY DEVELOPMENT, LLC:

  
\_\_\_\_\_  
William O. Perry, IV

9 The foregoing Deed of Dedication with Restrictive Covenants was acknowledged before me this 9 day of November, 2021, by William O. Perry, IV, Manager of Perry Development, LLC.



  
\_\_\_\_\_  
NOTARY PUBLIC

Entry #: 560737

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DEED OF DEDICATION

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FEE \$40.00 BY STANSBURY SERVICE AGENCY

Jerry Houghton, Tooele County County Recorder

Accepted by Tooele County:



Tom Tripp

Chair, Tooele County Council

Approved as to form:



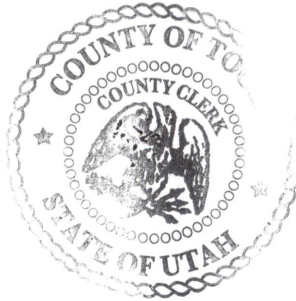
Colin Winchester

Deputy Tooele County Attorney

Attest:



Tracy D. Shaw  
Tooele County Clerk



Accepted by Stansbury Service Agency:



Michael Johnson

Chair, Stansbury Service Agency

**EXHIBIT A  
UNANIMOUS WRITTEN CONSENT AND  
RESOLUTIONS OF THE MANAGER OF  
PERRY DEVELOPMENT, LLC**

The undersigned, being the Manager of PERRY DEVELOPMENT, LLC (the "Company") hereby unanimously consents to, and by this action approves and adopts, the following consent and resolutions.

The Company is a Utah Limited Liability Company duly formed according to the laws of the State of Utah. The Members of the Company are Brian W. Perry, Jeanette Perry Coates, Michael K. Perry, Trenton M Perry, Tyler V. Perry and Lindsay Perry. The manager of the Company is William O. Perry, IV. The Manager has full power pursuant to the Operating Agreement of the Company to adopt these resolutions.

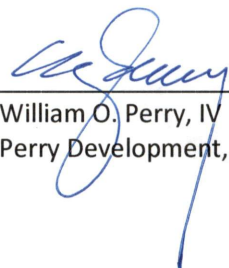
Under the Articles of Organization and Operating Agreement, the Management of the Company is vested in one Manager to act on behalf of the Company, and as such, said Manager shall have and may exercise all powers for the management, operation and management of the Company as provided in the Articles of Organization and Operating Agreement.

BE IT RESOLVED THAT the Company grants to Tooele County the following parcels of real property situated in Tooele County, State of Utah, subject to the restrictive covenants set forth in the Deed of Dedication with Restrictive Covenants dated November 9, 2021.

BE IT FURTHER RESOLVED THAT the Manager of the Company is vested with all rights pursuant to the Operating Agreement to take such actions as are contemplated hereby and to execute and deliver all documents in conjunction therewith.

IN WITNESS WHEREOF, the undersigned Manager of the Company has executed this Consent and these Resolutions as of the 9 day of November, 2021.

MANAGER:

  
\_\_\_\_\_  
William O. Perry, IV  
Perry Development, LLC

**EXHIBIT B  
TOOELE COUNTY CODE SECTION 13-8-10  
SECONDARY CONSERVATION AREAS**

- (1) Secondary conservation areas consist of undeveloped or unconstrained but buildable land and protected, or constrained, lands. Secondary conservation areas include the following:
  - (a) farmlands, including fields, pastures, and meadows;
  - (b) woodlands and buffers except riparian buffers;
  - (c) historic and/or archaeological sites as identified by the Utah Division of State History, Utah State Historical Society;
  - (d) passive recreation areas, public and private, including pedestrian, bicycle, and equestrian trails, picnic areas, community commons or greens, and similar areas;
  - (e) active recreation areas and facilities, public and private, to include parks, playing fields, and playgrounds, but recreation areas with impervious surfaces greater than 15% of the total secondary open space such as parking lots, tennis courts, basketball courts, and pools shall be excluded;
  - (f) existing healthy, native forests of at least one acre contiguous area;
  - (g) individual existing healthy trees greater than eight inches caliper, as measured from their outermost drip line;
  - (h) other significant natural features and scenic viewsheds such as ridge lines, peaks, and rock outcroppings, particularly those that can be seen from public roads; and
  - (i) trails that connect the tract to neighboring areas.
- (2) One hundred percent of secondary conservation areas may be counted as open space.