



**PARK CITY COUNCIL MEETING
SUMMIT COUNTY, UTAH
October 18, 2021**

PUBLIC NOTICE IS HEREBY GIVEN that the City Council of Park City, Utah will hold its special City Council meeting at the Marsac Municipal Building, City Council Chambers, 445 Marsac Avenue, Park City, Utah 84060 for the purposes and at the times as described below on Monday, October 18, 2021. To participate virtually, follow the public meeting information at www.parkcity.org.

NOTICE OF ELECTRONIC MEETING AND HOW TO COMMENT VIRTUALLY:

This meeting will be an electronic meeting based on the Mayor's Determination: As Mayor, I hereby determine that conducting the Park City Council meeting at an anchor location presents a substantial risk to the health and safety of those who may be present. This is a precautionary change in the meeting format for the safety of the public and City employees. It is based on evolving circumstances and the latest reports from the Center for Disease Control and Prevention. Public comments can be accepted virtually. To comment virtually, use eComment or raise your hand on Zoom. Written comments submitted before or during the meeting will be entered into the public record, but will not be read aloud. For more information on participating virtually and to listen live, please go to www.parkcity.org.

SPECIAL MEETING - 3:30 p.m.

ROLL CALL

NEW BUSINESS

Consideration to Accept or Deny the Southeast Quinn's Junction Annexation Petition,
Proposing Annexation of Approximately 1,200 Acres in the Richardson Flat and Clark
Ranch Area
(A) Public Input

[Annexation Petition Staff Report](#)

[Exhibit A: Southeast Quinn's Junction Annexation Petition](#)

[Exhibit B: Notice of Intent](#)

[Exhibit C: Summit County Certification](#)

[Exhibit D: Ordinance No. 99-30](#)

[Exhibit E: Flagstaff Development Agreement](#)

[Exhibit F: Snyderville Basin General Plan Quinn's Junction Future Land Use Map](#)

[Exhibit G: Park City General Plan Goal 1](#)

[Exhibit H: Park City General Plan - Quinn's Junction Neighborhood](#)

[Exhibit I: Quinn's Junction Joint Planning Commission Principles and Maps](#)

ADJOURNMENT

A majority of City Council members may meet socially after the meeting. If so, the location will be announced by the Mayor. City business will not be conducted. Pursuant to the Americans with Disabilities Act, individuals needing special accommodations during the meeting should notify the City Recorder at 435-615-5007 at least 24 hours prior to the meeting. Public comments can be accepted virtually. To comment virtually, use eComment or raise your hand on Zoom. Written comments submitted before or during the meeting will be entered into the public record, but will not be read aloud. For more information on participating virtually and to listen live, please go to www.parkcity.org.

***Parking is available at no charge for Council meeting attendees who park in the China Bridge parking structure.**

City Council Staff Report

Subject: Southeast Quinn's Junction Annexation
Application: PL-21-05031
Author: Gretchen Milliken, Planning Director
Date: October 18, 2021
Type of Item: Administrative – Annexation Petition Acceptance or Denial



PLANNING DEPARTMENT

Recommendation

Review the annexation petition and consider accepting the petition for further consideration, initiating a public process that also includes staff, Planning Commission, and City Council review (Exhibit A).

Description

Applicant: Park City Municipal Corporation

Location: Approximately 1,200 acres in the southeast quadrant of Quinn's Junction (HWY 40 and SR 248) in the Richardson Flat area, including the United Park City Mines Richardson Flat Development-Restricted Property and the City-Owned Clark Ranch

Proposed Zoning: Recreation Open Space

Adjacent Land Uses: To the west – the Park City Boundary and Morning Star Estates Subdivision, Park City Heights Subdivision, and Park City Film Studios Subdivision

To the north – unincorporated Summit County Service Commercial development and undeveloped land

To the east – unincorporated Wasatch County mixed-use development along SR 248 and undeveloped land in unincorporated Summit County

To the south – undeveloped land in unincorporated Summit and Wasatch Counties

Acronyms

LMC Land Management Code

Terms that are capitalized as proper nouns throughout this staff report are defined in LMC § [15-15-1](#).

Summary

Process

The process to annex an unincorporated area begins with a notice of intent to annex and then a petition, following Utah Code [§ 10-2-403\(1\)](#). After a petition is filed, the City Council may accept or deny the petition under Utah Code [§ 10-2-405\(1\)](#).

The LMC requires Planning Director review before the Council accepts or denies the petition. The Planning Director must determine the feasibility of expanding the annexation boundaries and provide a recommendation for consideration by the City Council pursuant to LMC [§ 15-8-4](#). As discussed below, the Planning Director has reviewed the petition and recommends acceptance for further consideration.

At this early stage, the City Council is being asked to consider whether to accept or deny the petition. If the petition is accepted, then the City Recorder, with the assistance of the City Attorney, will have up to 30 days to determine whether the petition meets the requirements of Utah Code [§ 10-2-403\(3\) and \(4\)](#). If the City Recorder certifies the petition, a robust public process is initiated as Planning Commission and City Council consider the annexation.

As part of the robust public process, the petition must be reviewed by the Planning Director, City Engineer, Director of Public Works, Fire Marshal, and Police Chief. Then the Planning Commission considers and reviews the petition, holds a public hearing, and makes a recommendation to City Council. Finally, the City Council considers the petition, also holding a public hearing before taking action.

If the City Council denies the annexation petition, the petition is not forwarded to the City Recorder for certification and the Council must mail written notice of the denial to the petition contact sponsor and Summit County Clerk within five days after the denial. Review of the petition is terminated.

Annexation Petition

On October 8, 2021, the Applicant filed with Summit County a Notice of Intent (Exhibit B) to annex approximately 1,200 acres of property within the southeast quadrant of the Quinn's Junction (HWY 40 and SR 248) area of unincorporated Summit County into Park City, shown on the map below:



On October 13, 2021, Summit County certified the county mailed notice to property owners within and 300 feet surrounding the proposed annexation area (Exhibit C).

On October 15, 2021, the Applicant filed an annexation petition with the City Recorder. The annexation petition includes approximately 580-acres of United Park City Mines property subject to the Flagstaff Development Agreement, as well as the 344-acre Clark Ranch property owned by Park City Municipal (Exhibit A). The petition proposes Recreation Open Space zoning for the area to be annexed.

Background

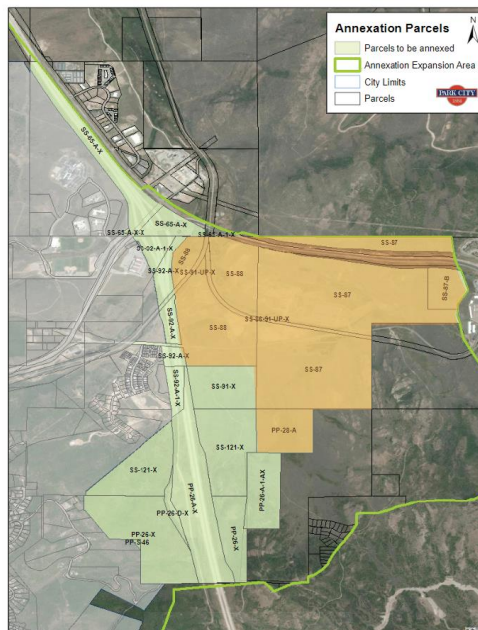
Richardson Flat Property

On May 17, 1994, United Park City Mines (UPCM) filed an application to annex an area—initially referred to as Flagstaff Mountain and now known as Empire Pass—into Park City. After years of negotiations, on June 24, 1999, City Council adopted Ordinance No. 99-30, annexing approximately 1,750 acres into Park City for the development of Flagstaff Mountain (Exhibit D). On the same day, the City Council adopted [Resolution No. 20-99](#), authorizing the *Development Agreement for Flagstaff Mountain, Bonanza Flats, Richardson Flats, the 20-acre Quinn's Junction Parcel, and Iron Mountain* (Flagstaff Development Agreement) between UPCM and Park City (Exhibit E). The [Flagstaff Development Agreement](#) was amended in 2007.

The agreed upon and long-planned annexation of the UPCM Richardson Flat properties into Park City was first negotiated as part of the Flagstaff Development Agreement. In Section 3.1 of the Development Agreement, UPCM agreed to annex its property in the Richardson Flat area into Park City. Additionally, UPCM agreed to development restrictions that limit future uses of the Richardson Flat property to golf, equestrian, or other public recreational facilities, or to perpetually deed restrict Richardson Flat to prevent further development.

Also, in accordance with the Flagstaff Development Agreement, UPCM leases to Park City Municipal 30 acres in the Richardson Flat area for parking and potential recreational spaces.

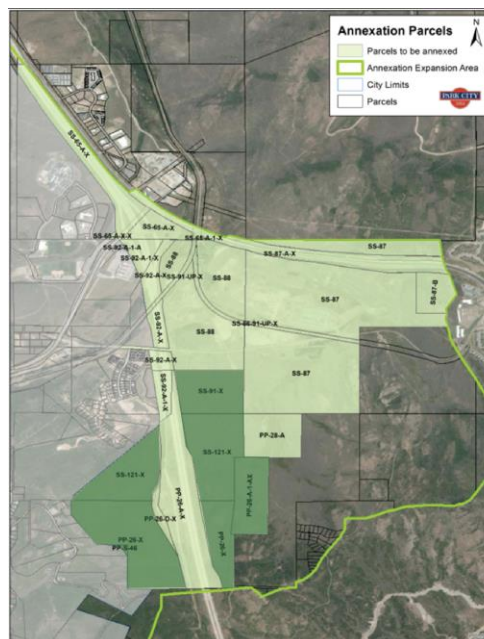
The development-restricted acreage is highlighted in the proposed annexation map in orange below:



Clark Ranch

Clark Ranch is a 344-acre property in the Quinn's Junction area south of SR 248, bisected by HWY 40. On October 9, 2014, the City Council approved a Real Estate Purchase Contract for the City's purchase of Clark Ranch with Resort Communities Tax open space funds with plans for a conservation easement, with a potential for limited non-open space uses on reserved acreage not to exceed 40 acres.

The Clark Ranch property is highlighted in dark green below:



Analysis

(I) The Annexation Petition is Consistent with the Park City General Plan.

Annexation of property to the City must be a logical extension of City boundaries and be consistent with the intent and purpose of the [Park City General Plan](#).¹ Preliminary review of the area in accordance with LMC [§ 15-8-2\(H\)](#) demonstrates no anticipated adverse impacts nor economic issues with regard to the provision of municipal services for the anticipated uses.

The approximately 1,200 acres proposed for annexation into Park City are currently located in unincorporated Summit County in the Quinn's Junction Neighborhood

¹ LMC § 15-8-2.

Planning Area. The Snyderville Basin General Plan Future Land Use Map for this area includes recreation and open space uses, a potential transportation hub, and very low-density development (Exhibit F). Summit County designated the area [very low-density zoning](#): Hillside Stewardship (one unit per 30 acres or one unit per 40 acres on critical lands), Rural Residential (one unit per 20 acres or one unit per 40 acres on sensitive lands), and Mountain Remote (one unit per 120 acres).

The [Park City General Plan](#) City Implementation Strategy for Goal 1 to protect undeveloped lands, discourage sprawl, and direct growth inward, is to annex additional land to shape growth reflective of the City's goals for land use surrounding Park City, in part to protect gateways to the City (Exhibit G). The General Plan identifies the area proposed for annexation to be preserved primarily as open space (Exhibit H). The Park City General Plan also references the Quinn's Junction Joint Planning Commission Principles, developed between Park City and Summit County to create a shared land use plan for future development of the Quinn's Junction area based on commonalities in the Snyderville Basin and Park City General Plans (Exhibit I).

Preserving open space and recreation uses, protecting wildlife corridors, view corridors, and sensitive lands with low-impact recreational activities are priorities for this area, outlined in [General Plan Volume II, Neighborhoods 3, p. 266](#).

(II) The Annexation Petition Complies with Land Management Code Section 15-8-3, *Property Owner Initiation of Annexation*.

If the City Council accepts the annexation petition, staff will complete a full analysis outlining compliance with Land Management Code Chapter 15-8, *Annexation*. Initial review indicates the annexation petition meets the requirements outlined in LMC [Chapter 15-8](#), which include in part that the area proposed for annexation be drawn along the boundaries of existing districts and be a logical extension of the City boundary. The area proposed for annexation is included in the City's Annexation Expansion Area in LMC [§ 15-8-7](#).

Pursuant to LMC [§ 15-8-3](#), the annexation petition for Recreation Open Space must include

- Property owner consent
- A certified survey plat of the area to be annexed prepared by a surveyor licensed to practice in Utah describing the existing City boundaries and each individual ownership sought to be annexed, including a legal description of the property
- A full disclosure statement of waters owned
- A comprehensive review and analysis of surrounding property

Please see Exhibit A to view the annexation petition proposed for Council consideration, which includes the Flagstaff Development Agreement outlining UPCM's consent to annex the Richardson Flat property into Park City, the certified survey plat, the disclosure statement of waters owned, and the comprehensive review and analysis of

surrounding property.

(III) The Planning Director Recommends the City Council Accept the Annexation Petition.

The purposes of the annexation requirements outlined in LMC [§ 15-8-1](#) are in part to preserve open space, enhance parks and trails, protect entry corridors and view sheds, and to create buffer areas in conjunction with the Park City General Plan. The annexation petition proposes future land use that is aligned with the Park City General Plan, as well as Summit County's Snyderville Basin General Plan, allowing future land use to be protected as recreation and open space.

Alternatives

- The City Council may accept the annexation petition, initiating City Recorder certification of the petition and the public review process;
- The City Council may deny the annexation petition to terminate the review process, and mail written notice to the petition sponsor within five days after the denial;
- The City Council may choose to neither accept nor deny the annexation petition. If the City Council takes no action on the petition at or before the next regularly scheduled City Council meeting on October 28, 2021, the petition is considered to have been accepted for further consideration.

Exhibits

Exhibit A: Southeast Quinn's Junction Annexation Petition

Exhibit B: Notice of Intent

Exhibit C: Summit County Certification

Exhibit D: Ordinance No. 99-30

Exhibit E: Flagstaff Development Agreement

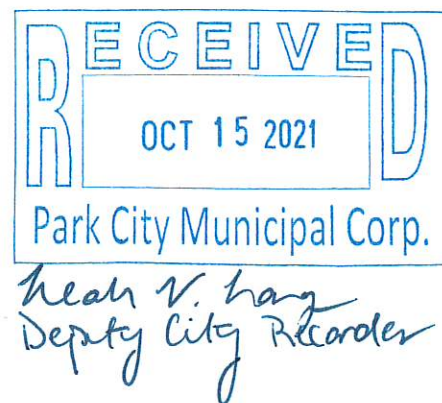
Exhibit F: Snyderville Basin General Plan Quinn's Junction Future Land Use Map

Exhibit G: Park City General Plan Goal 1

Exhibit H: Park City General Plan – Quinn's Junction Neighborhood

Exhibit I: Quinn's Junction Joint Planning Commission Principles

**Annexation Petition
for Southeast Quinn's Junction**



10/15/2021



Table of Contents

(page numbers in lower right corner in red)

1. Annexation Petition.....	1
2. Alliance Engineering Inc. Southeast Quinn’s Junction Annexation Petition – Report.....	13
a. Plat Map.....	23
b. Vicinity Map	24
c. Property Ownership Map	25
d. Annexation Area Map	26
e. Existing Conditions Map	27
f. Slopes Analysis Map.....	28
g. Wildlife Habitat Map.....	29
h. Land Use Offsets Map.....	30
i. Existing Roads Map	31
j. Existing Trails Map	32
k. Land Use and Water Rights Map	33
l. View Corridors	34
m. Appendix	35
i. Richardson Flat Tailings Background.....	36
ii. Snyderville Basin General Plan - Quinn’s Junction	38
iii. Utah Wildfire Risk Assessment Maps.....	46
iv. Park City School District Boundaries Map.....	48
v. Park City Fire District Boundary Map	49
vi. Summit County, Utah Resource Assessment	50
vii. Wasatch County Resource Assessment	69
viii. Jordanelle Specially Planned Area (JSPA) Plan Book	100
ix. 1998 Resolution to Amend Development Parameters for Flagstaff Mountain	126
1. Attachment A: Flagstaff Development Parameters.....	129
x. 1999 Resolution Authorizing the Flagstaff Mountain Development Agreement	141
xi. 1999 Development Agreement for Flagstaff Mountain, Bonanza Flats, Richardson Flats, the 20-Acre Quinn’s Junction Parcel and Iron Mountain with Exhibits	145
xii. 2002 Resolution Adopting an Interlocal Cooperation Agreement Between Summit County and Park City Municipal Corporation for a Joint Panning Process of the Quinn’s Junction Area	237
1. Exhibit A: Affected Area Map.....	242
2. Exhibit B: Letter of Intent, Snyderville Basin Planning Commission and Park City Planning Commission Joint Planning Effort for Quinn’s Junction Area Plan	243
xiii. Park City General Plan- Quinn’s Junction Neighborhood.....	247
xiv. 2007 Amended & Restated Development Agreement for Flagstaff Mountain, Bonanza Flats, Richardson Flats, the 20-Acre Quinn’s Junction Parcel and Iron Mountain.....	263
n. Submittal Requirements Checklist.....	312
3. Notice to Affected Entities of Notice of Intent to File a Petition Under Utah Code Section 10-2-403(2)(a)(i)	314
4. Notice to Park City Recorder of Notice of Intent to File a Petition Under Utah Code Section 10-2-403(2)(a)(i)	315
5. Notice of Intent Annexation Map.....	316
6. Affected Entity Addresses	317
7. Summit County Certificate of Mailing Annexation Notice	327



Park City Municipal Corporation

445 Marsac Avenue • PO Box 1480 • Park City UT 84060 • (435) 615-5060 • (435) 615-4906-fax • www.parkcity.org

ANNEXATION PETITION

APPLICATION FILING DATE

OCTOBER 15, 2021

APPLICATION FEE – RECEIPT #

PL-21-05031-RECEIPT # 000649-0031

PROCEDURE FOR PETITION AND ANNEXATION PLATS

Application Deemed Complete

Date 10/15/2021

Annexation Petition Accepted by City Council.

Date _____

Annexation Petition Rejected by City Council.

Date _____

If accepted, Annexation Petition certified by City Recorder

Date _____

Notice is given to City Council regarding petition certification

Date _____

City publishes notice of petition acceptance

(once a week for three successive weeks)

Date _____

City sends mailed notice of petition acceptance to

Affected entities

Date _____

Deadline for affected entities to file protest

Date _____

If no protest, Planning Commission will hold a hearing

and make a recommendation to the City

Council. City Council will hold a hearing and

take final action (each hearing requires

7 day published notice)

Date _____

If protest is filed, consult State Code for information

on boundary commission requirements and dates

RECEIVED

OCT 15 2021

**PARK CITY
PLANNING DEPT.**

PLEASE READ AND SIGN BEFORE APPLICATION SUBMITTAL

As the applicant for this Annexation Petition, I understand that my application is not deemed complete until the Planning Department has reviewed the application and deemed it complete. I further understand I will be notified by mail when my application has been deemed complete. The determination of a complete application does **NOT** certify that the Annexation Petition has been accepted. The certification of an accepted petition requires City Council action.

Please sign your name (as sole owner or as designated sponsor)

Name: Park City Municipal Corporation, Matt Dias, City Manager

DocuSigned by:

Matt Dias

D5D5222E88E246E...

Date: October 15, 2021

I. PROJECT INFORMATION

Name of Property Owner or sponsor petitioner: Park City Municipal Corporation

Address/Location (include location map):

Southeast Quinn's Junction, location map included in petition

Legal Description (attach):

Legal description is attached to the petition

II. APPLICANT(S)

The petition shall contain signatures of property owners representing a majority of the land area and at least 1/3 of the value of all private real property within the area proposed for annexation. If the area is within an Agricultural Protection Area (Utah Code – Title 17, Chapter 41, Agriculture Protection Area) then the petition shall contain signatures of all of the private land area within the annexation area. If all of the property is owned by a public entity other than the federal government, then the petition shall be signed by the owner(s) of all the publicly owned real property.

[SIGNATURE PAGE ON NEXT PAGE]

SIGNATURE PAGE

DocuSigned by:
Name: Matt Dias **Signature:** Matt Dias D5D5222E86E246E... *****
Mailing Address: 445 Marsac Ave., P.O. Box 1480, Park City, UT, 84040-1480
Phone #: 435.615.5180 **Fax #:** 801.615.4902 **E-mail** matt.dias@parkcity.org

DocuSigned by:
Name: Matt Dias **Signature:** Matt Dias D5D5222E86E246E... ******
Mailing Address: 445 Marsac Ave., P.O. Box 1480, Park City, UT, 84040-1480
Phone #: 435.615.5180 **Fax #:** 801.615.4902 **E-mail** matt.dias@parkcity.org

Name: _____ **Signature:** _____
Mailing Address: _____
Phone #: _____ **Fax #:** _____ **E-mail** _____

Name: _____ **Signature:** _____
Mailing Address: _____
Phone #: _____ **Fax #:** _____ **E-mail** _____

** Signed acknowledging and recognizing United Park City Mines Company's consent to the annexation as also contained and set forth in the attached.*

*** Signed on behalf of Park City Municipal Corporation.*

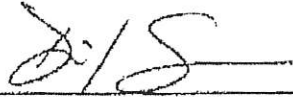
NOTICE:

THERE WILL BE NO PUBLIC ELECTION ON THE ANNEXATION PROPOSED BY THIS PETITION BECAUSE UTAH LAW DOES NOT PROVIDE FOR AN ANNEXATION TO BE APPROVED BY VOTERS AT A PUBLIC ELECTION.

IF YOU SIGN THIS PETITION AND LATER DECIDE THAT YOU DO NOT SUPPORT THE PETITION, YOU MAY WITHDRAW YOUR SIGNATURE BY SUBMITTING A SIGNED, WRITTEN WITHDRAWAL WITH THE CITY RECORDER OF PARK CITY MUNICIPAL. IF YOU CHOOSE TO WITHDRAW YOUR SIGNATURE, YOU SHALL DO SO NO LATER THAN 30 DAYS AFTER PARK CITY RECEIVES NOTICE THAT THE PETITION HAS BEEN CERTIFIED.

DEVELOPER:

United Park City Mines Company,
a Delaware corporation



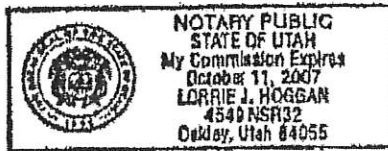
David J. Smith, Authorized Signing Officer

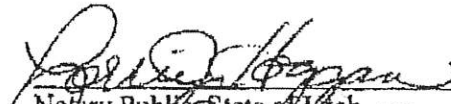
STATE OF UTAH)

z ss

COUNTY OF SUMMIT)

On this 28th day of ~~March~~ ^{February}, 2007 before me, Lorrie J. Hoggan, the undersigned Notary Public, personally appeared David J. Smith, personally known to me to be the Authorized Signing Officer of United Park City Mines Company, on behalf of the corporation named herein, and acknowledged to me that the corporation executed it. Witness my hand and official seal.

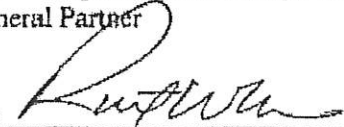



Notary Public, State of Utah
Residing in Oakley, Utah

DEER VALLEY RESORT COMPANY,

a Utah limited partnership

By: Royal Street of Utah, a Utah corporation,
General Partner

By: 
Robert Wells, Vice President

DEVELOPER:

United Park City Mines Company,
a Delaware corporation

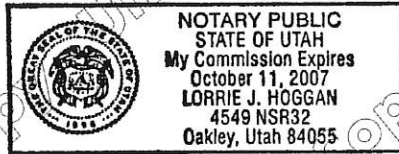

David J. Smith, Authorized Signing Officer

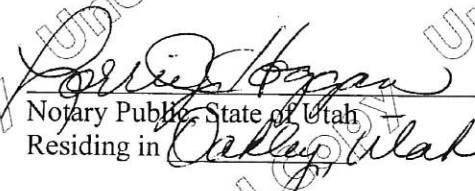
STATE OF UTAH)

: ss

COUNTY OF SUMMIT)

On this 28th day of February, 2007 before me, Lorrie J. Hoggan, the undersigned Notary Public, personally appeared David J. Smith, personally known to me to be the Authorized Signing Officer of United Park City Mines Company, on behalf of the corporation named herein, and acknowledged to me that the corporation executed it. Witness my hand and official seal.




Notary Public, State of Utah
Residing in Calley, Utah

DEER VALLEY RESORT COMPANY,
a Utah limited partnership

By: Royal Street of Utah, a Utah corporation,
General Partner

By: _____
Robert Wells, Vice President

Margaret Plane

From: Mitchell Stephens <mstephens@jdrslaw.com>
Sent: Friday, October 15, 2021 9:50 AM
To: Margaret Plane
Subject: [External] FW: UPCM - Park City

[CAUTION] This is an external email.

From: Mitchell Stephens <mstephens@jdrslaw.com>
Date: Friday, October 15, 2021 at 9:08 AM
To: Nicole Deforge <ndeforge@fabianvancott.com>
Cc: Mark Harrington <mark@parkcity.org>
Subject: FW: UPCM - Park City

Nikki:

We have appreciated the opportunities to discuss Section 3.1 of the AMENDED AND RESTATED DEVELOPMENT AGREEMENT and UPCM's unconditional offer to annex Richardson Flat. Utah Code section 10-2-403(3)(d) requires that property owners be provided with this notice:

- There will be no public election on the annexation proposed by this petition because Utah law does not provide for an annexation to be approved by voters at a public election.
- If you sign this petition and later decide that you do not support the petition, you may withdraw your signature by submitting a signed, written withdrawal with the recorder or clerk of (state the name of the proposed annexing municipality). If you choose to withdraw your signature, you shall do so no later than 30 days after (state the name of the proposed annexing municipality) receives notice that the petition has been certified.

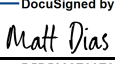
Consistent with the Development Agreement and our discussions, the City acknowledges and recognizes UPCM's consent to the annexation and accordingly will submit an annexation petition and sign recognizing UPCM's consent and signature consistent with the Development Agreement and UPCM's unconditional consent. If your client prefers to resubmit a signature consenting to the annexation, or has any questions or objection to the petition, please contact me directly by no later than noon on Monday, October 18.

Best,

Mitch Stephens

Mitchell A. Stephens | Shareholder
JAMES DODGE RUSSELL & STEPHENS P.C.
[10 West Broadway, Suite 400](#)

ANNEXATION SPONSOR(S) Up to five of the signers of the petition may be listed as sponsors. Please designate one whom shall be designated as the contact sponsor.

Name: Matt Dias **Signature:** 
Mailing Address: 445 Marsac Ave., P.O. Box 1480, Park City, UT, 84040-1480
Phone #: 435.615.5180 Fax #: 801.615.4902 E-mail matt.dias@parkcity.org

Name: _____ **Signature:** _____
Mailing Address: _____
Phone #: _____ Fax #: _____ E-mail _____

Name: _____ **Signature:** _____
Mailing Address: _____
Phone #: _____ Fax #: _____ E-mail _____

Name: _____ **Signature:** _____
Mailing Address: _____
Phone #: _____ Fax #: _____ E-mail _____

Name: _____ **Signature:** _____
Mailing Address: _____
Phone #: _____ Fax #: _____ E-mail _____

NOTICE:

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IF YOU SIGN THIS PETITION AND LATER DECIDE THAT YOU DO NOT SUPPORT THE PETITION, YOU MAY WITHDRAW YOUR SIGNATURE BY SUBMITTING A SIGNED, WRITTEN WITHDRAWAL WITH THE CITY RECORDER OF PARK CITY MUNICIPAL. IF YOU CHOOSE TO WITHDRAW YOUR SIGNATURE, YOU SHALL DO SO NO LATER THAN 30 DAYS AFTER PARK CITY RECEIVES NOTICE THAT THE PETITION HAS BEEN CERTIFIED.

III. SUBMITTAL REQUIREMENTS:

Two copies of the following information are required prior to a determination of application completeness. All site plans and drawings shall comply with the standard specified in Section 200.0.02 of the Park City Design Standards, Construction Specification & Standard Drawings-1000 Edition. Additional information and/or studies may be required depending on location and potential impact of the proposed annexation. A CD with electronic files of this information shall be submitted with the application.

1. Applicant and Notification information (see sample on page 7)
 - a. Names, mailing addresses and stamped (forever stamps) #10 business size envelopes of property owners within the proposed annexation area. ***Please do not use self-adhesive style envelopes and do not include a return address on the envelope.*** Applicants may submit an electronic Excel spreadsheet for post card notices and pay a \$1.00 fee per post card mailing in lieu of stamped addressed envelopes.
 - b. Names, mailing addresses and stamped (forever stamps) #10 business size envelopes of property owners within one-half mile of the proposed annexation area. ***Please do not use self-adhesive style envelopes and do not include a return address on the envelope.*** Applicants may submit an electronic Excel spreadsheet for post card notices and pay a \$1.00 fee per post card mailing in lieu of stamped addressed envelopes.
2. An accurate and recordable map (certified survey plat) of the property to be annexed, prepared by a surveyor licensed to practice in Utah, accurately describing the existing City boundaries and each individual ownership sought to be annexed, including an accurate legal description of the property to be annexed.
3. Existing conditions site plan, at a scale approved by the City, of the proposed annexation area and surrounding area, within a radius to be specified by the City, depending on the particular annexation (may be more or less than one-half mile). This site plan must be prepared by a licensed Surveyor and shall include the names, addresses, and property boundaries of all property owners within the annexation area and within the specified study area.
4. Title Report (no older than 60 Days) for the proposed annexation area.
5. If the proposed property is intended for development, the petition for annexation shall include complete applications for a preliminary subdivision plat and a Master Planned Development (applicable only for projects that would require review as a Master Planned Development according to Chapter 6 of the Land Management Code). Attached to all annexation petitions shall be a land use analysis, performed by a qualified land use planner with the assistance of other professionals such as traffic engineers, civil engineers, wildlife biologists, and hydrologists, of all undeveloped property within the annexation area and (but not limited to) within one-

half mile of the proposed annexation. The City reserves the option of selecting the qualified professionals to perform this analysis with the cost being paid by the applicant. This analysis shall include, but not be limited to, a study of the following:

- a. Slope, wetlands, natural drainage, vegetation, slope, wildlife habitat, view corridors, and significant geological features.
 - b. Existing and proposed road systems and easements, including traffic generation, if necessary.
 - c. Proposed utility extension plans and easements, including water usage, supply and delivery systems. Applicant must demonstrate proof of adequate water rights sufficient to serve the proposed annexation area at full development.
 - d. Location of proposed public and private open space, recreational areas, trails and trail easements.
 - e. Proposed land uses including type, density, and if applicable, timing of build-out of residential and commercial areas.
 - f. Proposed locations of community facilities such as fire stations, schools and parks.
 - g. Consistency with the current General Plans of the governmental entities having jurisdiction
 - h. A statement as to the anticipated timetable for development, if applicable.
 - i. Location and description of any Historic and cultural resources on the property.
6. Affordable housing plan consistent with the City's affordable housing policies, if applicable.
 7. Project phasing plan and construction mitigation plans for each phase, if applicable.
 8. Public utilities and essential services analysis including:
 - a. School impact analysis, including analysis of existing and projected schools which will serve the annexation area. Analysis shall project school-age population generated by the annexation area over a twelve-year period.
 - b. Capacity of existing sanitary sewer trunk line and capacity of treatment facilities serving the project.
 - c. Capacity and availability of solid waste collection, animal control and other services provided by agencies other than Park City.
 - d. A full disclosure statement of any and all waters owned or historically utilized on the property to be annexed, and a statement from the water owner(s) as to the estimated value of the water or price at which owner(s) would be willing to sell the said water to the City.
 9. Fiscal impact analysis of the proposed annexation on Park City, the remaining unincorporated area, special districts, school district and other governmental entities. The fiscal impact analysis format, including the revenue and cost assumptions shall be approved by Park City. If necessary, the City shall hire qualified experts to perform the analysis. The cost of such analysis shall be paid by the applicant as

part of the Annexation Petition application. The fiscal impact analysis shall include, but not be limited to, the following:

- a. Current and five year projections of demographics and economic base in the area proposed for annexation and surrounding unincorporated area, including household size and income, commercial and industrial development and public facilities.
- b. Projected growth in the area proposed for annexation and the surrounding unincorporated area in five-year increments.
- c. The present and future annual projected revenue to the City as a result of the annexation.
- d. The projected impact the annexation will have over the following ten years on the amount of taxes that property owners within the area proposed for annexation, Park City residents, and the remaining unincorporated county will pay.
- e. Present and future (over the next ten years) projects of costs of governmental services to the annexing area.

10. Other studies and analysis as necessary to determine annexation appropriateness.

Once the annexation has been approved, please submit the following:

1. CD disc containing the final annexation plat in electronic form, preferably AutoCAD.
2. 4 –mil mylar of the annexation plat trimmed to 24" x 36" with ½ inch border on top, right and bottom, and 1 ½ inch border on left. Annexation mylar plat shall be in a form approved by the City engineer and City Attorney, including all required signatures and certifications.

Note: once all the required studies and documents are submitted and deemed complete by the City, the appropriate City Departments and Commissions shall schedule the application for review. If deemed appropriate by the Planning Department, the application fee may be pro-rated provided an adequate fee has been collected to offset City costs for processing the application.

ENVELOPE:

- a. #10 size business envelopes (addressed to property owners as described above) with mailing labels and forever stamps affixed (we do not accept metered envelopes). ***Please do not use self-adhesive style envelopes and do not include a return address on the envelope.***
- b. List of property owners, names and addresses as described above. The distance is measured from the property line, not the location of the request. Please provide the Summit County Assessor's Parcel Number for each property owner if possible

Sample Envelope

No return address	Forever Stamp
JOHN DOE PO BOX 2002 PARK CITY UT 84060	

IV. ANNEXATION FACT SHEET

PROJECT DESCRIPTION

1. On a separate sheet of paper, please complete the following requests and attach to this application:
 - a. Give a general description of the proposal and attach to the application.
 - b. Provide a written statement addressing specifics of the request, indicating proposed use of the property, any other application submitted as part of the proposal, development time schedule, and any additional information required to describe the proposed annexation.
2. Is the property contiguous to Park City municipal boundaries? ☒ yes ☐ no
3. Is the proposed property a contiguous area? ☒ yes ☐ no
4. Will this annexation leave/create an unincorporated island or peninsula?
☐ yes ☒ no
5. Existing zoning: HS, RR, MR Proposed Zoning: ROS
6. Will project be within Sensitive Lands Overlay Zone when annexed?
☒ yes ☐ no
7. Current use of property: Undeveloped/Recreational Open Space
8. Project area (acreage): ~1,218 _____
% of project area on slopes in excess of: 15% 21.8%; 40% 2.2
9. Does the petition for annexation contain any land area proposed for annexation in a previously filed petition that has not been granted, denied or rejected?
☐ yes ☒ no
10. Are you also seeking development project approval at this time? ☐ yes ☒ no
If yes, type of application filed _____
11. Current City water service is available within 1,000 feet of the property.
12. Water rights sufficient to serve the project will be dedicated upon annexation
☐ yes ☒ no
13. Project will be accessed via:
☒ public road ☐ private road ☐ private driveway
(continued on next page)

14. State Law requires that on the date of filing the annexation petition with the City, the petition sponsor(s) shall also deliver or mail a copy of the petition to the County Clerk of the county in which the property is located, and also to the chair of the County Planning Commission which has review authority or jurisdiction over said property. Has this been done? ☒ yes Date October 15, 2021 ☐ no



Southeast Quinn's Junction Annexation Petition



SOUTHEAST QUINN'S JUNCTION ANNEXATION REPORT

Prepared by:
Michael Demkowics and Braylon Rose
for
Park City Municipal Corporation

Dated: October 10, 2021

Introduction

Park City Municipal Corporation (PCMC) is sponsoring a petition to have properties annexed into Park City. The project area is south and east of Quinn's Junction between the existing city boundary and the county line. The total proposed annexation area is approximately 1,218 acres. The purpose of this report is to provide a review and analysis of the existing and proposed land uses associated with the Southeast Quinn's Junction Annexation. The annexation petition is consistent with the Purpose and General Requirements of Utah State Code 10-2-401, et seq. See attached Annexation Plat and Boundary Survey. The right to supplement this report is reserved.

Property Description:

The Southeast Quinn's Junction portion of the annexation consists of 20 parcels of both public and private ownership totaling 1,218.69 acres. Below is a list of parcels, owners, and acreage.

Parcel ID	Owner	Acres
SS-65-A-X	Utah Department of Transportation	69.80
SS-65-A-X-X	Park City Municipal Corporation	0.78
SS-65-A-1-X	USA Bureau of Reclamation	0.26
SS-92-A-1-A	Quinn Capital Partners LLC	0.22
SS-92-A-1-X	Utah Department of Transportation	27.01
SS-92-A-X	USA, Dept of Interior	34.19
SS-88	United Park City Mines Co	166.27
SS-91-UP-X	State of Utah	6.00
SS-87-A-X	USA Bureau of Reclamation	17.18
SS-87	United Park City Mines Co	380.00
SS-87-B	HIDEOUT COMMUNITY ADVANCEMENT AND DEVELOPMENT LLC	22.85
SS-86-91-UP-X	Summit County, Utah	12.38
SS-91-X	Park City Municipal Corporation	45.85
PP-28-A	United Park City Mines Co	40.00
SS-121-X	Park City Municipal Corporation	124.98
PP-26-A-1-AX	Park City Municipal Corporation	44.00
PP-26-X	Park City Municipal Corporation	125.76
PP-26-D-X	Utah Department of Transportation	6.03
PP-26-A-X	Utah Department of Transportation	94.56
PP-S-46	AMEZQUITA, EDGAR	0.57

Southeast Quinn's Junction Annexation Petition



Section 1- Existing Conditions

Existing natural conditions have been identified, in some cases mapped, and then subsequently analyzed to address the conditions of the Annexation Petition and are noted below.

a. Slopes:

The Richardson Flat area comprises the central area of the Southeast Quinn's Junction. It is a largely flat zone with streams and wetlands. A slope analysis has been conducted with the following results:

Slopes 0 – 15%	76% (920 acres)
Slopes 15-30%	19% (235 acres)
Slopes 30-40%	2.1% (26 acres)
Slopes 40%+	2.2% (27 acres)

The slopes analysis can be found on the attached Slopes Analysis Exhibit.

b. Wetlands and Hydrology:

Wetlands have been delineated by data provided by the Utah AGRC GIS database and are shown on the Existing Conditions Exhibit. Additionally, FEMA flood hazard zones and streams have been added to the same exhibit. Data was provided by Utah AGRC GIS database. The data provided for wetland, flood hazard zone, and stream delineation is assumed to be accurate.

c. Vegetative Cover:

Much of the annexation area is classified as shrubland. Data from the Utah AGRC GIS database shows the area being classified as "mixed shrub". The Utah Natural Resources Conservation Service (NRCS) completed a county-wide resource assessment which shows the full annexation area as being shrubland.

Types of vegetation include sagebrush, gambel oak and meadow grasses.

d. View Corridors:

The UDOT parcel is a thin strip of land running along the west shoulder of US Highway 40. The native grade and vegetation have been disturbed by the highway grading. It is mostly sage brush and grasses graded at a constant slope between the hillside and the highway.

The Southeast Quinn's Junction portion is bounded on the west by Park City limits, comprising open space and residential subdivisions, on the north by the SR-248 corridor, on the east by the Wasatch County line and private property, and on the south by the ridgeline that delineates the Summit County line. The terrain rises steadily from north to south. The north portion of the property is identified by industrial areas in adjacent unincorporated Summit County and a mine impacted soils remediation facility. The southern end is largely undeveloped and contains native vegetation and topography.

Views to the north, south, east, and west are provided in the exhibits. Changes to the view corridors are not proposed with this annexation. However, changes are possible during a possible future subdivision or MPD process, particularly on city-owned land west of Highway 40.

e. Wildlife:

The open spaces of the annexation area provide important habitat for wildlife. Wildlife habitat mapping for important species has been downloaded from the AGRC GIS Portal website. These species include black

Southeast Quinn's Junction Annexation Petition



bear, moose, elk, mule deer, and dusky grouse. Elk and moose populate the hilly southern portion of the area. Black bear and mule deer habitat are found throughout the annexation. Dusky grouse are found in the low-lying areas adjacent to larger streams. Wildlife habitat maps are presented in the exhibits.

An inquiry to the State of Utah, Division of Wildlife Resources, Department of Natural Resources (DWR) indicated that there have been several species of concern found within a one-half mile radius and no sensitive or threatened and endangered species, as noted in attached Utah Natural Heritage Program Online Species Search Report. The animal species of concern found within a one-half mile radius are Bonneville Cutthroat, Bald Eagle, Ferruginous Hawk, Mountain Marshsnail, Western Toad, Columbia Spotted Frog, Greater Sage Grouse, Northern Leopard Frog, and Lewis's Woodpecker. There were no plant species of concern found within a one-half mile radius of the site.

f. Historic and Cultural Resources

An inquiry with the Utah Division of State History indicated that of the 1,218 acres included in the proposed annexation, only 280 acres have been previously surveyed for cultural resources. There are five known archaeological sites within that survey: one railroad, one highway (US 40), one ditch, one historic trash dump, and one unknown historic site. The location of these resources is protected under Utah State Law and therefore were not able to be mapped. The Utah Division of State History has indicated that there is high potential for additional sites within the remainder of the area that has not been surveyed due to the area's density of mining and other historic activities. There is one prehistoric Native American site just inside the current Park City municipal boundary, so there is potential for additional Native American sites within the annexation area as well.

g. Geological Features

Ridgelines were delineated using the site contours. As indicated on the slope analysis, the site contains rolling hills with several ridgelines.

Existing natural conditions have been identified, in some cases mapped, and then subsequently analyzed to address the conditions of the Annexation Petition and are noted below.

Section II- Proposed Subdivision Plan

There are no current plans for the development of the property. Future plans for development are subject to plan review, either subdivision or MPD which will address any additional impacts.

Section III- Existing and Proposed Streets and Roads

US Highway 40 intersects the Southeast Quinn's Junction area. SR-248 and the Richardson Flat Road also intersect the Southeast Quinn's Junction area. The Richardson Flat Park-N-Ride is located to the north of the Richardson Flat Road within the annexation boundary. There are numerous active and inactive dirt roads throughout the annexation, including the Highway 40 west side, frontage road.

The Richardson Flat Road and Park-N-Ride is the only local street within the annexation boundary. The Richardson Flat Road provides alternative access between Park City and the developments eastward along SR-248. The Park-N-Ride provides opportunities for carpooling and the use of public transportation to reduce traffic congestion on SR-248 between Quinn's Junction and Park City.

No new streets or roads are proposed with this annexation petition. Future plans for development and a future park n ride facility on the northwest Highway 40 interchange are subject to review through either

Southeast Quinn's Junction Annexation Petition



subdivision or MPD which will address any additional impacts. It is worth noting here that the 2015 Snyderville Basin General Plan identifies a future Transportation Hub in the Highway 40- SR-248 interchange area.

Section IV- Existing and Proposed Utilities

All existing utility providers are located at the annexation boundary. No new utilities are being proposed.

Section V- Location of Proposed Open Space

The petition is requesting all of the properties be zoned Recreation and Open Space (ROS), outside of road right of ways.

Section VI- Existing and Proposed Land Uses

Immediately surrounding the Southeast Quinn's Junction parcels are vacant land and residential development. Zoning within the southern parcels include Rural Residential, Hillside Stewardship and Mountain Remote. Within a half-mile of the Southeast Quinn's Junction area there are also Recreation Open Space, Residential Development, Community Transition, and Estate Zones. The zoning proposed for these parcels is Recreation and Open Space (ROS).

It should be noted that a mine impacted soils repository is located within the annexation.

Section VII- Existing and Proposed Locations of Community Facilities

The Richardson Flats Park-N-Ride Lot and an undeveloped trailhead on the SS-91-X parcel, which serves as recreational access and for the Clark Ranch (east) property and a staging area for the current grazing lessee, are the current community facilities. A second Park-N-Ride facility is proposed near the Highway 40 interchange, adjacent to the northbound SR-248 on-ramp.

No other community facilities are currently identified.

Section VIII- Anticipated Timetable for Development

There are no current plans for development of the properties. Future plans for development are subject to review through either subdivision or MPD which will address any additional impacts.

Section IX- Affordable Housing

The current parcels are within the Park City School District Boundary. The proposed annexation results in no additional density. Affordable housing guidelines and standards will be reviewed and applied in any future subdivision or MPD application for development.

Section X- Public Utilities and Essential Services Analysis

- a. School Impact Analysis- The parcels are located within Park City School District Boundaries and are assessed a fee as part of their property taxes. The proposed annexation results in no additional density, thus no additional services from PCSD are required.
- b. Capacity of sanitary sewer services- Snyderville Basin Water Reclamation District has indicated it has excess capacity to service this area in the future if approved through a planning process, however no development is currently proposed.

Southeast Quinn's Junction Annexation Petition



- c. Other Services- The annexation area is within the Park City Fire District. Park City Public Safety services will be extended to the annexation area but with minimal service impacts due to the nature of the open space condition. Solid waste and mosquito abatement will require no change in the provision of these services as a result of this annexation. Animal control services will continue to be provided by Summit County Animal Control or Park City Public Safety based on a case-by-case situation.
- d. Water Rights- There are three in the Southeast Quinn's Junction area as shown on the attached Land Use and Water Rights Exhibits. Two of these points (9435020P00 and 9435021P00) are non-production test wells that have since been abandoned. Diversion E1596 is a rejected water right application from 1979. Two of the points (T20178 and T20241) are temporary changes to existing water rights where contractors used the water during construction projects and have since expired.

Water Right 35-5588 is a Diligence Claim for 16.75 Ac-ft of water diverted from a tributary stream to Silver Creek. The Park City Municipal parcel SS-121-X contains two water rights. Water Right 35-5580 is a Point-to-Point Diligence Claim for 9.45 Ac-ft of water from a Spring.

- Due to the petition's lack of development, there is no need to secure additional water rights. One of the regional partners in the Western Summit County Project would supply water if and when needed.
- Water rights identified in this report note John Clark and Nadine Gillmor as owners of record, however both are deceased. As of this report, inquiries per the valuation statement of the water rights are still under investigation.

Southeast Quinn's Junction Annexation Petition



Water Right: 35-5580	Application/Claim Number: D5402	Certificate Number:																																																																					
Home Display Scanned Documents Print View Map																																																																							
Owners																																																																							
Name: Nadine F. Gillmor Address: PO Box 130, 2359 East Weber Canyon Road Oakley, UT 84055 Interest: 100% Remarks:																																																																							
General																																																																							
Type of Right: Diligence Claim Source of Info.: Diligence Claim Status: Quantity of Water: 9.45 ACFT Source: Springs County: Summit Common Description: 2 Miles East of Park City Proposed Determin. Book: 35- Map: Publication Date: Land Owned by Applicant: County Tax Id#:																																																																							
Dates View More																																																																							
Filing: Filed: 04/11/1989 Priority: / /1862 Decree/Class: Advertising: Protest End Date: Protested: Not Protested Hearing Held: Approval: State Engineer Action: Action Date: Certification: Proof Due Date: Lapsed, Etc. Date: Lapsed Letter Date:																																																																							
Points of Diversion View Map																																																																							
Stream Alteration Required: Points of Diversion - Point to Point (1) Spring from a point at S 660 feet E 660 feet from N4 corner, Sec 11 T 2S R 4E SLBM to a point at S 660 feet E 660 feet from N4 corner, Sec 11 T 2S R 4E SLBM Comment: Administratively updated by State Engineer. Source: Spring (2) Spring from a point at S 660 feet E 660 feet from NW corner, Sec 11 T 2S R 4E SLBM to a point at S 660 feet E 660 feet from NW corner, Sec 11 T 2S R 4E SLBM Comment: Administratively updated by State Engineer. Source: Spring																																																																							
Water Uses View Map View Use Data																																																																							
Water Use Group Number: 206345 Water Rights Appurtenant to the following use(s): 35-5580(DIL), Stock Water-Beneficial Use Amount: 2320 ELUs Group Total: 2320 Prd of Use: 05/01-10/31 Domestic-Beneficial Use Amount: 2 EDUs Group Total: 2 Prd of Use: 05/01-10/31 Comments: Part-time use																																																																							
<table border="1" style="width: 100%; border-collapse: collapse; text-align: center;"> <thead> <tr> <th rowspan="2">Place of Use</th> <th colspan="4">North West Quarter</th> <th colspan="4">North East Quarter</th> <th colspan="4">South West Quarter</th> <th colspan="4">South East Quarter</th> <th rowspan="2">Section Totals</th> </tr> <tr> <th>NW</th><th>NE</th><th>SW</th><th>SE</th> <th>NW</th><th>NE</th><th>SW</th><th>SE</th> <th>NW</th><th>NE</th><th>SW</th><th>SE</th> <th>NW</th><th>NE</th><th>SW</th><th>SE</th> </tr> </thead> <tbody> <tr> <td>Sec 11 T 2S R 4E SLBM Lot 8</td> <td></td><td></td><td></td><td></td> <td></td><td></td><td></td><td></td> <td></td><td></td><td></td><td></td> <td></td><td></td><td></td><td></td> <td></td> </tr> <tr> <td colspan="16"></td> <td>Group Acreage Total:</td> </tr> </tbody> </table>			Place of Use	North West Quarter				North East Quarter				South West Quarter				South East Quarter				Section Totals	NW	NE	SW	SE	NW	NE	SW	SE	NW	NE	SW	SE	NW	NE	SW	SE	Sec 11 T 2S R 4E SLBM Lot 8																																		Group Acreage Total:
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Southeast Quinn's Junction Annexation Petition



Water Right: 35-8832		Application/Claim Number: A6078		Certificate Number: 536	
Home Display		Scanned Documents		Print	
View Map					
Owners					
Name: John Clark					
Address: UT					
Remarks:					
Interest: 100%					
General					
Type of Right: Application To Appropriate		Source of Info.: Certificate		Status: Certificated	
Quantity of Water: 0.022 CFS					
Source: Crystal Spring Number 2					
County: Summit					
Common Description: East of Park City					
Proposed Determin. Book: 35-		Map:		Publication Date:	
Land Owned by Applicant: Yes		County Tax Id#:			
Dates View More					
Filing:					
Filed:		Priority: 02/26/1915		Decree/Class:	
Advertising:					
Protest End Date:		Protested: Not Protested		Hearing Held:	
Approval:					
State Engineer Action: Approved		Action Date:			
Certification:					
Proof Due Date:		Lapsed, Etc. Date:		Lapsed Letter Date:	
Certificate Date:					
Points of Diversion View Map					
Points of Diversion - Surface					
(1) S 1338 feet W 155 feet from NE corner, Sec 11 T 2S R 4E SLBM					
Diverting Works: Ditch & Pipeline		Source: Crystal Spring #2			
Elevation:		UTM: 461609.932, 4501618.658 (NAD83)			
Stream Alteration Required:					
Water Uses View Map View Use Data					
Water Use Group Number: 209525					
Water Rights Appurtenant to the following use(s): 35-8832(CERT),					
Domestic-Beneficial Use Amount: 1 EDUs		Group Total: 1		Prd of Use: 01/01-12/31	
Comments: Cert. 536 says water used for domestic purposes at the residence of the					
Use Totals - for 1 group					
<u>Use Type</u>		<u>Sole Supply Total</u>		<u>Group Total</u>	
Domestic:		1 EDUs		1 EDUs	
Other Comments					
Weber River Decree No. 832					
Not for official Use					
See Certificate 536 for further info.					

Section XI- Consistency with Current General Plans

No change in current land use is proposed during the annexation of the property into Park City Municipal boundaries. The existing Richardson Flats parking lot is adjacent to a recommended Transportation Hub use. The petition is consistent with the Snyderville Basin General Plan as provided in the appendices. The Park City General Plan does not discuss the specific area included within this annexation; however, preservation of the natural landscapes considered for the parcels reflects the natural setting strategy outlined within the document. The petition has included the previous Quinn's Junction Joint Planning documents as referenced in the appendices.

Southeast Quinn’s Junction Annexation Petition



Section XII- Fiscal Impact Analysis

Annexation means these properties no longer pay into the Municipal Type Service Area for Summit County.

It is important to note that 50% of the parcels within the annexation petition are owned by governmental agencies including the Department of the Interior, Park City Municipal Corporation, UDOT, and Summit County. These properties are exempt from property tax.

For tax purposes, the current uses will remain and are based on 2020 assessed valuations. No base residences are existing or currently proposed that would draw on municipal services such as police and snow removal. These parcels, if annexed, would contribute to the municipal budget.

The Snyderville Basin Special Recreation District has not resolved how bond obligations would be addressed in the event of annexation, the options being to re-distribute the commitment to the remaining taxpayers in Summit County or have the annexed property pay its portion of the bond obligation in full.

Contribution to the Park City School District currently occurs from applicable parcels. Taxes for the Park City School District would remain the same if the parcels were annexed. There are no additional costs to the Park City School District since there is no development proposed for these parcels, therefore no increase in residents and school children.

The annexation of the parcels allows Summit County to continue to collect a base tax rate for the property. Since the county is no longer obligated to provide law enforcement, snow removal, road maintenance, and community development and planning for the parcels, the Municipal Type Service Area tax will no longer be applied. These services would now be the responsibility of Park City Municipal, and collection of Park City property taxes would offset the increased services.

Annexation into Park City obligates the municipality to provide essential services to these properties. Since the properties are currently vacant, other than the City-leased parking lot, minimal impacts would be felt.

Park City Property Tax Revenues	Park City General Fund
2021	\$3,565
2022	\$3,565
2023	\$3,565
2024	\$3,565
2025	\$3,565

Any proposed residential development of the property would mean additional municipal services would be required. Development approvals would increase land value and raise property tax contributions.

There are no current plans for the development of these parcels. Based upon input from the Park City Budget office, the cost to provide municipal services averages about \$2554 per residence per annum, and the average residence in Park City pays approximately \$1,800 per annum to the municipality.

Southeast Quinn's Junction Annexation Petition



Vacant land with residential development approvals see an increase in value. Further, the development of the properties with residences increases the assessed value of the land and associated structures and thereby increases the amount of taxes collected. In this case, there is a direct correlation between the increased tax collected and the additional services residents need.

The proposed annexation adds no additional residences to Park City, nor are there development plans for the property at this time. The property owners will see less than a 5% increase in property taxes once the property is incorporated into Park City.

Property Tax Revenues	Summit Co. General Fund	Municipal Type Service Area	Park City General Fund	Multi-County Assessment and Collecting Levy	Local Assessment and Collection	Weber Basin Water	Mosquito Abatement	Park City Fire	Uniform School District	Park City School District	Snyderville Basin Recreation District	Snyderville Recreation District Bond	Total Tax Collected
Existing in Summit County	\$1,600	\$968	\$0	\$16	\$268	\$265	\$47	\$871	\$4,872	\$7,659	\$957	\$429	\$17,951
Proposed within Park City	\$1,309	\$0	\$3,565	\$16	\$268	\$265	\$47	\$871	\$4,872	\$7,659	\$0	\$0	\$18,870

The Snyderville Basin Recreation District (SBRD) is an entity also impacted by the annexation of these parcels. The annexation of these properties means these owners no longer pay taxes to Snyderville Basin Recreation District. These properties pay approximately \$960 per year to the recreation district and \$430 towards the Snyderville Recreation District Bond. The recreation district can re-distribute the obligation to the remaining taxpayers in Summit County or require continued payment of property taxes from the annexed properties.

Contribution to the Park City School currently occurs from these properties. These properties contribute approximately \$7,660 annually to the school district. Annexation of these properties would not impact the payments received by the Park City School District. If proposed construction includes residential units, an increase to the school population would be seen. Approved development plans and subsequent construction raise the assessed value of the land and, therefore, would increase the contribution to the Park City School District for increased impacts.

Estimated Unit Size and Valuation

No Development Proposed

Average Unit Size (SF)	-
Total Unit Value/ SF	-
Total Unit Value	-
Total Number of Units	-
Total Project Value	-

Park City Property Tax Rates

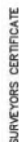
	2019	2020	2021
Park City School District	0.004424	0.004308	0.004144
Park City	0.002125	0.002076	0.001898
Summit County General	0.000756	0.00073	0.000675
Park City Fire District	0.000667	0.000641	0.000595
County Assess. & Collecting	0.000155	0.00015	0.00014
Weber Basin Water	0.000153	0.000146	0.000132
Mosquito Abatement	0.000027	0.000026	0.000024
Multi-County Assess. & Collecting	0.000009	0.000012	0.000012
Total	0.008316	0.008089	0.00762

Summit County Property Tax Rates

	2019	2020	2021
Summit County General	0.000756	0.00073	0.000675
Municipal Type Service Area	0.000559	0.00054	0.000502
Multi-County Assess. & Collecting	0.000009	0.000012	0.000012
County Assess. & Collecting	0.000155	0.00015	0.00014
Weber Basin Water	0.000153	0.000146	0.000132
Mosquito Abatement	0.000027	0.000026	0.000024
Park City Fire	0.000667	0.000641	0.000595
Park City School District	0.004424	0.004308	0.004144
Snyderville Basin Recreation District	0.000553	0.000756	0.000549
Snyderville Recreation District Bond	0.000248	0.000218	0.000208
Total	0.007551	0.007527	0.006981

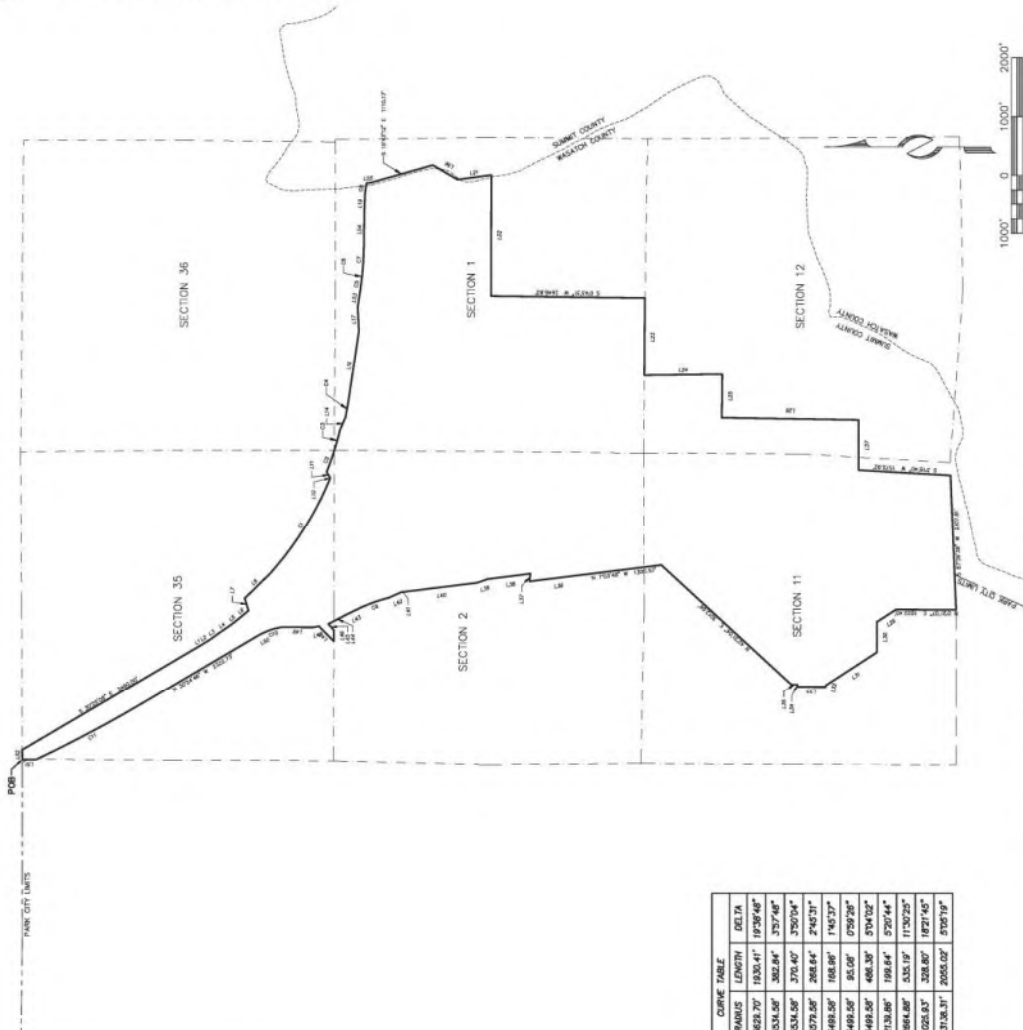
Section XIII- Long-Term Community Impacts on Surrounding Property

The proposed annexation is a continuation of status quo, and consistent with the 2007 Amended & Restated Development Agreement for Flagstaff Mountain, Bonanza Flat, Richardson Flat, the 20-acre Quinn's Junction Parcel and Iron Mountain, whereas the property will predominately be utilized as recreational open space, with transportation related infrastructure such as Park-N-Ride facilities. Further, due to the overwhelming growth and proposed density currently approved in the region, the proposed annexation's long-term impacts must be viewed as an overall positive, as they preserve the aesthetics of sensitive lands and natural settings, while also providing for wildlife refuge and public recreational access.



BOUNDARY DESCRIPTIONS

a parcel of land located in Section 35, Township 1 South, Range 4 East, Salt Lake Base and Meridian and Sections 1, 2, 11 and the west half of

[illegible]

CURVE TABLE			
CURVE	RADIUS	LENGTH	DELTA
C1	5623.70'	19.00, 41'	19°38'48"
C2	5534.58'	30.22, 84'	3°37'48"
C3	5534.58'	370.40'	3°50'04"
C4	5573.58'	268.64'	2°45'31"
C5	5489.58'	168.86'	1°45'37"
C6	5449.58'	85.06'	0°59'28"
C7	5489.58'	406.30'	5°04'12"
C8	273.86'	189.64'	5°20'44"
C9	2664.88'	535.19'	11°30'25"
C10	1025.83'	308.80'	18°21'45"
C11	231.38, 31'	555.02'	5°55'19"

LINE TABLE		LENGTH
L35	0700'00"	103.66
L36	703'00"	666.07
L37	84°42'19"	133.37
L38	704°52'	745.77
L39	182°26'30"	203.98
L40	700°43'	142.34
L41	704°23'	58.38
L42	33°30'10"	84.42
L43	55°33'14"	223.77
L44	37°41'45"	350.84
L45	43°47'24"	134.80
L46	89°52'30"	30.67
L47	45°50'20"	182.81
L48	11°42'02"	83.76
L49	11°07'46"	547.69
L50	18°39'44"	70.84
L51	01°17'27"	236.05
L52	89°50'44"	143.87

LINE	DIRECTION	LENGTH
1	S 27°05'27"E	66.61
2	S 3°30'47"E	90.82
3	S 3°30'47"E	173.94
4	S 4°34'07"E	260.84
5	S 7°40'57"E	288.46
6	S 7°40'57"E	711.13
7	N 7°24'45"E	216.85
8	S 4°20'25"E	622.20
9	S 6°50'50"E	8.89
10	S 29°52'18"E	216.85
11	S 66°50'21"E	268.50
12	S 7°24'45"E	1224.14
13	N 8°10'25"E	409.26
14	S 8°10'25"E	326.15
15	S 7°40'57"E	381.45
16	S 7°40'57"E	2773.43
17	S 7°40'57"E	1326.50
18	S 7°40'57"E	1322.41
19	N 8°22'52"E	743.39
20	S 0°20'25"E	2333.13
21	S 0°20'25"E	304.45
22	S 0°20'25"E	316.47
23	S 3°30'47"E	1022.94
24	N 7°00'15"E	224.1
25	S 8°10'25"E	481.86
26	S 0°20'25"E	386.82

SOUTHEAST QUINN'S JUNCTION ANNEXATION

LOCATED IN SECTION 35, TOWNSHIP 1 SOUTH, RANGE 4 EAST, & SECTIONS 1, 2, & 11 AND THE WEST HALF OF SECTION 12 TOWNSHIP 2 SOUTH, RANGE 4 EAST, SALT LAKE BASE AND MERIDIAN PARK CITY SUMMIT COUNTY UTAH

JOB NO.: 7-11-19 FILE: X:\PerkCityMunicipal\dwg\src\plot2019\071119.dwg

PUBLIC SAFETY
ANSWERING POINT APPROVAL
APPROVED THIS _____ DAY
OF _____, 2021
BY _____
SUMMIT COUNTY GIS COORDINATOR

SUMMIT COUNTY SURVEYOR

REVIEWED FOR CONFORMANCE TO SNYDERVILLE BASIN WATER
RECLAMATION DISTRICT STANDARDS ON THIS _____

DAY OF _____, 2021

BY _____
SUMMIT COUNTY SURVEYOR

ENGINEER'S CERTIFICATE
I FIND THIS PLAN TO BE IN
ACCORDANCE WITH INFORMATION ON
FILE IN MY OFFICE THIS _____
DAY OF _____, 2021
BY _____
PARK CITY ENGINEER

APPROVAL AS TO FORM
 APPROVED AS TO FORM THIS
 DAY OF _____, 2021
 BY _____
 PARK CITY ATTORNEY

COUNCIL APPROVAL AND ACCEPTANCE
APPROVAL AND ACCEPTANCE BY THE PARK CITY
COUNCIL THIS ____ DAY OF _____, 2021
BY _____ MAYOR

CERTIFICATE OF ATTEST
I CERTIFY THIS RECORD OF SURVEY
MAP WAS APPROVED BY PARK CITY
COUNCIL THIS _____ DAY
OF _____, 2021
BY _____
PARK CITY RECORDER

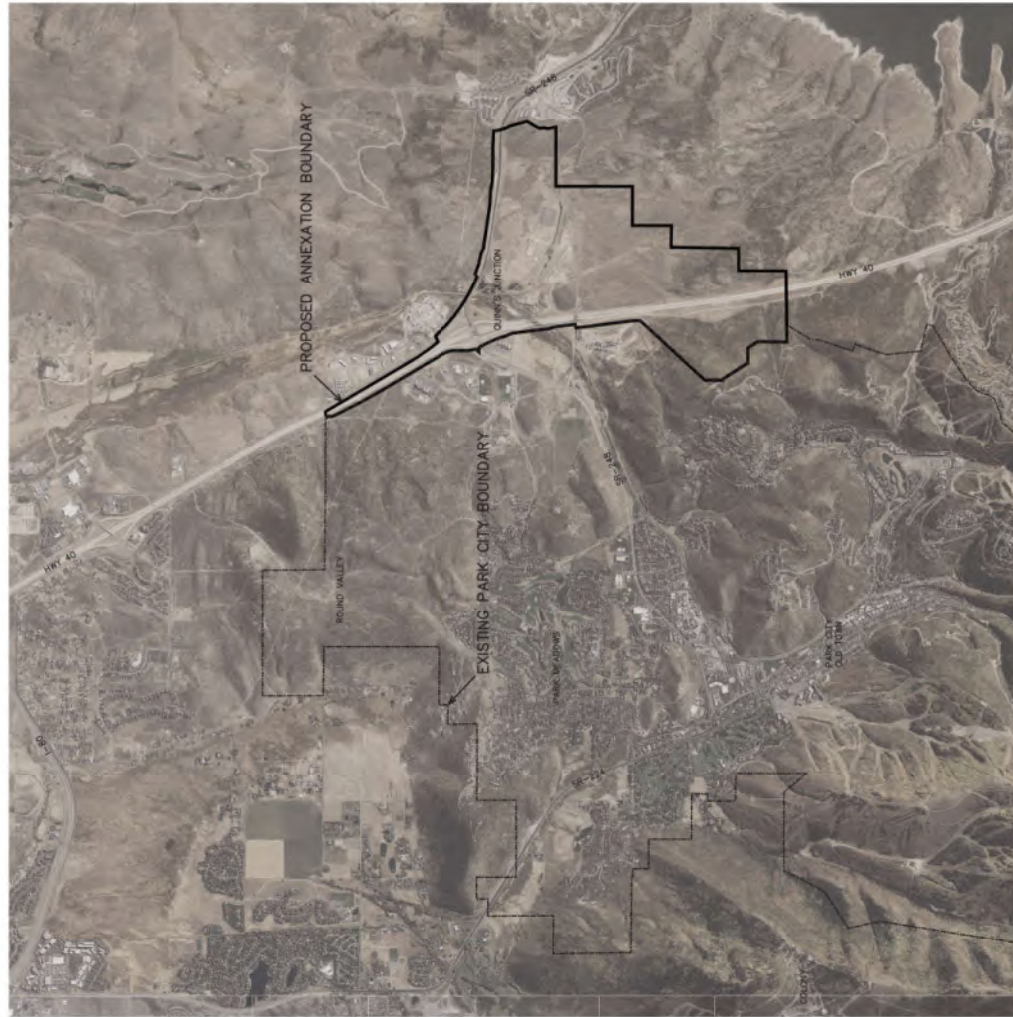
RECORDED

STATE OF UTAH, COUNTY OF SUMMIT, AND FILED
AT THE REQUEST OF _____

DATE _____ TIME _____ ENTRY NO. _____

FEE _____ RECORDER _____

VICINITY MAP



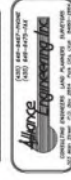
SOUTHEAST QUINN'S JUNCTION ANNEXATION

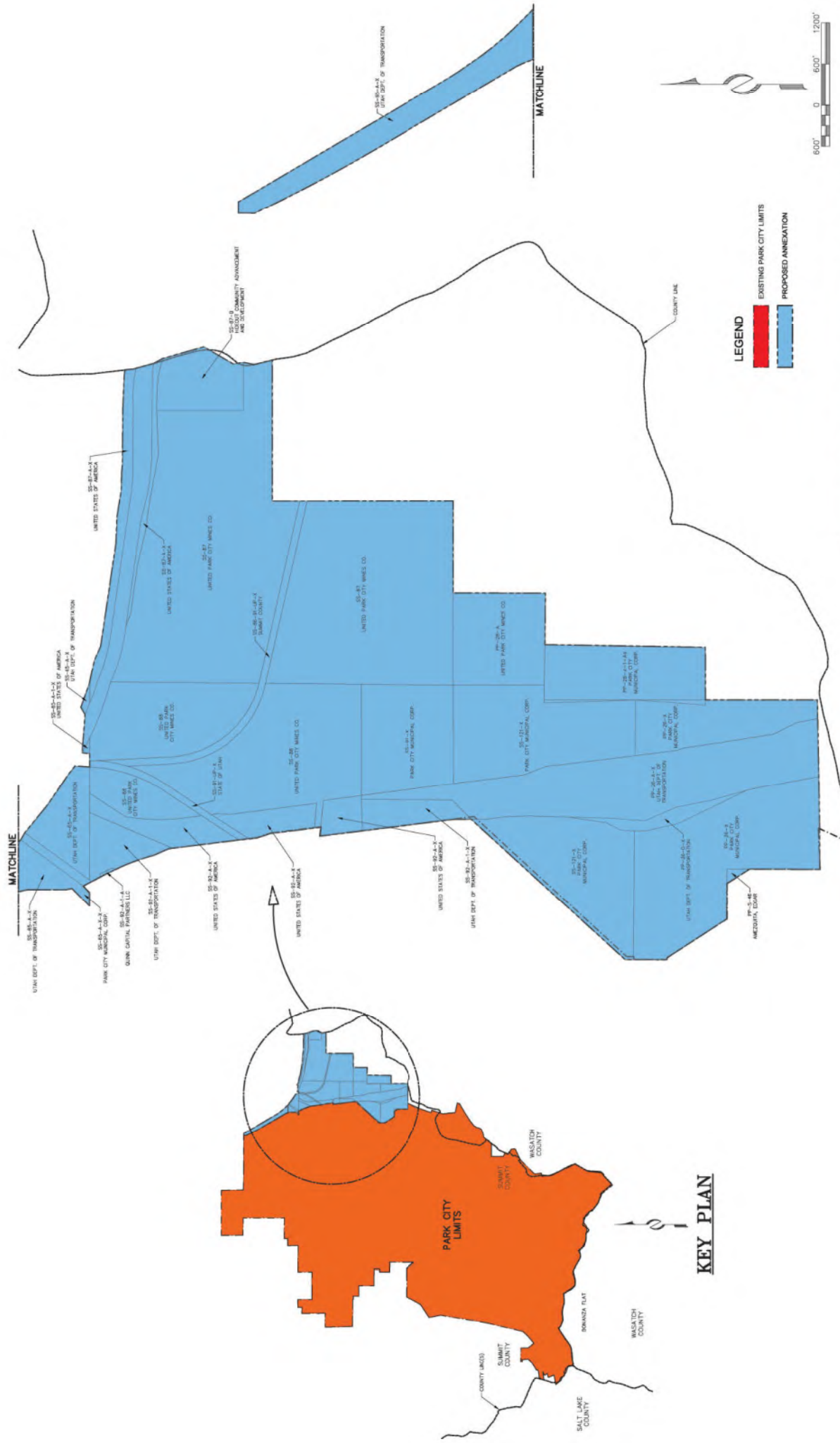
PARK CITY, UTAH

SHEET INDEX

- COVER SHEET
OPEN SPACE PRESERVATION ANNEXATION PLAT
PROPERTY OWNERSHIP
ANNEXATION AREA MAP
1. EXISTING CONDITIONS
2. SLOPE ANALYSIS AND GEOLOGIC FEATURES
3. WILDLIFE HABITAT AND DOMINANT VEGETATION
4. LAND USE HALF-MILE OFFSET
5. EXISTING ROADS
6. EXISTING TRAILS
7. LAND USE AND WATER RIGHTS
8. VIEW CORRIDORS

CIVIL ENGINEER





LEGEND

EXISTING PARK CITY LIMITS

PROPOSED ANNEXATION



OPEN SPACE PRESERVATION ANNEXATION

PROPERTY OWNERSHIP

FOR: PARK CITY MUNICIPAL CORP

JOB NO.: 7-11-19

FILE: K:\Park City Municipality\Annexation\7-11-19 Annexation.dwg

DATE: 10/12/21

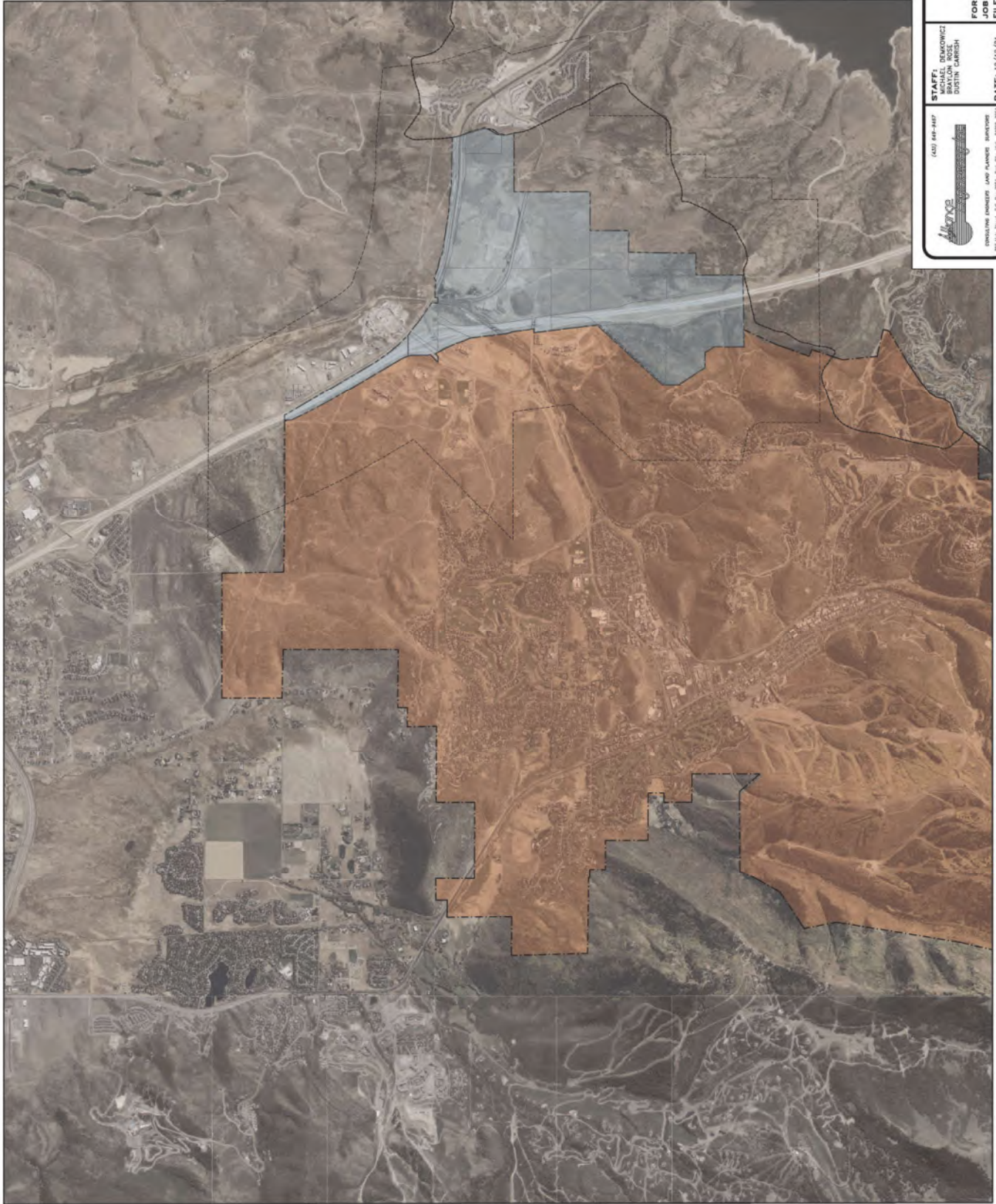
STAFF: JACOB REAGAN, BRATTON ROSE

(435) 498-3447

CONSULTING ENGINEERS LAND PLANNING ARCHITECTURE

222 Main Street, 4th Floor, Park City, Utah 84302-2004

SHEET 1 OF 10



ANNEXATION AREA MAP

LEGEND

- PROPOSED ANNEXATION PARCELS
- PROPOSED ANNEXATION OUTLINE
- EXISTING PARK CITY LIMITS
- COUNTY LINE
- HALF MILE ANNEXATION OFFSET



NOTES:

1. DATA FROM UTAH AGRC DATABASE
(GIS.UTAH.GOV) AND SUMMIT
COUNTY GIS DATABASE
(SUMMITCOUNTY.MAPS.ARCGIS.COM)

STAFF: DEMONWICK
BRAYTON ROSE
DUSTIN CARRISH

(435) 468-2447



DATE: 10/12/21

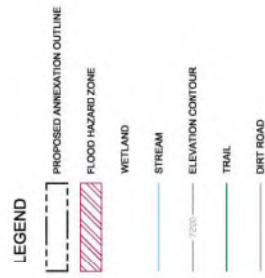
OPEN SPACE PRESERVATION
ANNEXATION
ANNEXATION AREA MAP
FOR: PARK CITY MUNICIPAL CORP

JOB NO.: 7-11-19
FILE: K:\Park City Municipal\Map\Annexation\7-11-19 Annexation.dwg

SHEET
2
OF
10



EXISTING CONDITIONS



NOTES:

1. DATA FROM UTAH AGRC DATABASE (GIS.UTAH.GOV) AND SUMMIT COUNTY GIS DATABASE (SUMMITCOUNTY.MAPS.ARCGIS.COM)
2. THIS SHEET INCLUDES INFORMATION ON FLOOD HAZARD ZONES, WETLANDS, NATURAL DRAINAGE, TRAILS, AND ROADS.



STAFF: DESIGNER:
BRAYTON ROSE
DUSTIN CARRISH



DATE: 10/12/21

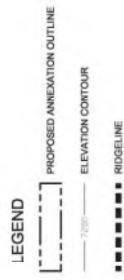
**OPEN SPACE PRESERVATION
ANNEXATION
EXISTING CONDITIONS**

FOR: PARK CITY MUNICIPAL CORP

JOB NO.: 7-11-19
FILE: K:\Park City Municipal\OpenSpace\Annexation\7-11-19 Annexation.dwg

**SHEET
3
OF
10**

SLOPE ANALYSIS AND GEOLOGIC FEATURES



SLOPES TABLE			
NUMBER	MIN SLOPE	MAX SLOPE	COLOR
1	8%	15%	Green
2	15%	30%	Yellow
3	30%	40%	Orange
4	40%	100%	Red



NOTES:

1. DATA FROM UTAH AGRC DATABASE (GIS.UTAH.GOV) AND SUMMIT COUNTY GIS DATABASE (SUMMITCOUNTYMAPS.ARCGIS.COM)
2. THIS SHEET INCLUDES INFORMATION ON SLOPES AND SIGNIFICANT GEOLOGIC FEATURES.



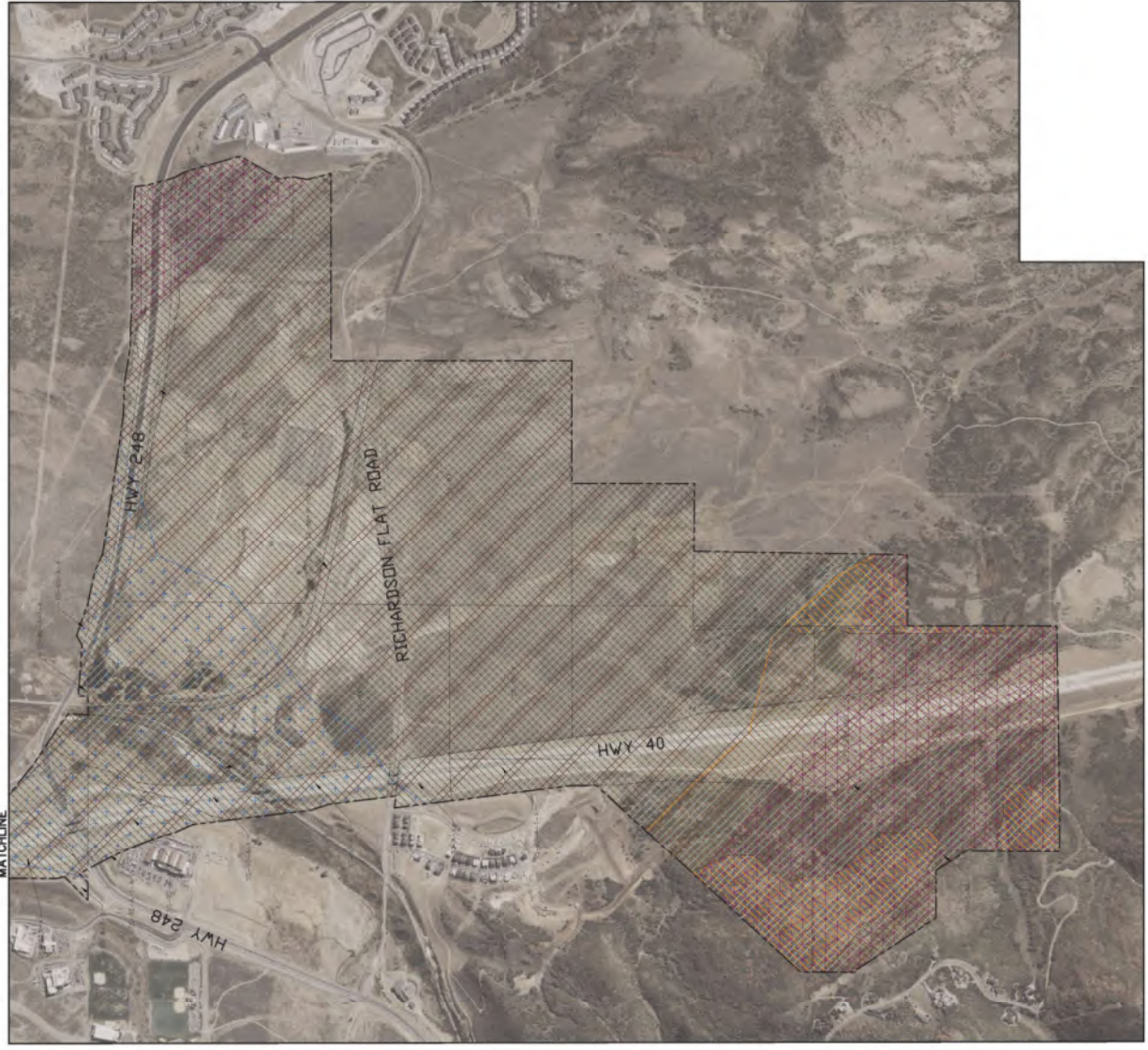
STAFF: DEMONIC
BAYLON ROSE
DUSTIN CARRISH

DATE: 10/12/21

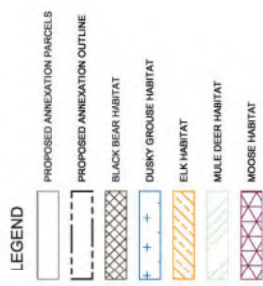
OPEN SPACE PRESERVATION
ANNEXATION
SLOPES ANALYSIS

SHEET
4
OF
10

FOR: PARK CITY MUNICIPAL CORP
JOB NO.: 7-11-19
FILE: K:\Park City Municipal\OpenSpace\7-11-19 Annexation.dwg



WILDLIFE HABITAT AND DOMINANT VEGETATION



- NOTES:**
1. DATA FROM UTAH AGRC DATABASE (GIS.UTAH.GOV) AND SUMMIT COUNTY GIS DATABASE (SUMMITCOUNTY.MAPS.ARCGIS.COM)
 2. DOMINANT VEGETATION GENERALLY CONSISTS OF SHRUBLAND WITH SMALL PATCHES OF GRASSLAND AND FOREST (PER NRCS)
 3. THIS SHEET INCLUDES INFORMATION ON WILDLIFE HABITAT AND VEGETATION.



(435) 448-3447
CONSULTING ENGINEERS LAND PLANNING SURVEYING
222 West Street, 4th Floor, Park City, Utah 84302-2004

STAFF: BOBROWICZ
BRAYTON ROSE
DUSTIN CARRISH

DATE: 10/12/21

**OPEN SPACE PRESERVATION
ANNEXATION
WILDLIFE HABITAT**

FOR: PARK CITY MUNICIPAL CORP

JOB NO.: 7-11-19

FILE: K:\Park City Municipal\OpenSpace\7-11-19 Annexation.dwg

SHEET
5
OF
10

LAND USE OFFSETS

LEGEND

- PROPOSED ANNEXATION PARCELS
- PROPOSED ANNEXATION OUTLINE
- EXISTING PARK CITY LIMITS
- COUNTY LINE
- ANNEXATION OFFSETS
- COUNTY ZONING - AG/GRAZING
- COUNTY ZONING - COMMUNITY COMMERCIAL
- COUNTY ZONING - HILLSIDE STEWARDSHIP
- COUNTY ZONING - MOUNTAIN REMOTE
- COUNTY ZONING - RURAL RESIDENTIAL
- COUNTY ZONING - SERVICE COMMERCIAL
- CITY ZONING - COMMUNITY TRANSITION
- CITY ZONING - ESTATE
- CITY ZONING - PRESERVED OPEN SPACE
- CITY ZONING - RECREATION COMMERCIAL
- CITY ZONING - RESIDENTIAL DEVELOPMENT MEDIUM
- CITY ZONING - RESIDENTIAL DEVELOPMENT
- CITY ZONING - RECREATION OPEN SPACE
- CITY ZONING - SINGLE FAMILY
- CITY ZONING - GENERAL COMMERCIAL



1500' 0 1500' 3000'

NOTES:

1. DATA FROM UTAH AGRC DATABASE (GIS.UTAH.GOV) AND SUMMIT COUNTY GIS DATABASE (SUMMITCOUNTY.MAPS.ARCGIS.COM)
2. PARK CITY ZONING DATA FROM UTAH-PARKCITY.OPENDATA.ARCGIS.COM

OPEN SPACE PRESERVATION ANNEXATION

LAND USE OFFSETS

FOR: PARK CITY MUNICIPAL CORP

JOB NO.: 7-11-19

FILE: K:\Park City Municipa\Map\Annexation\7-11-19 Annexation.dwg

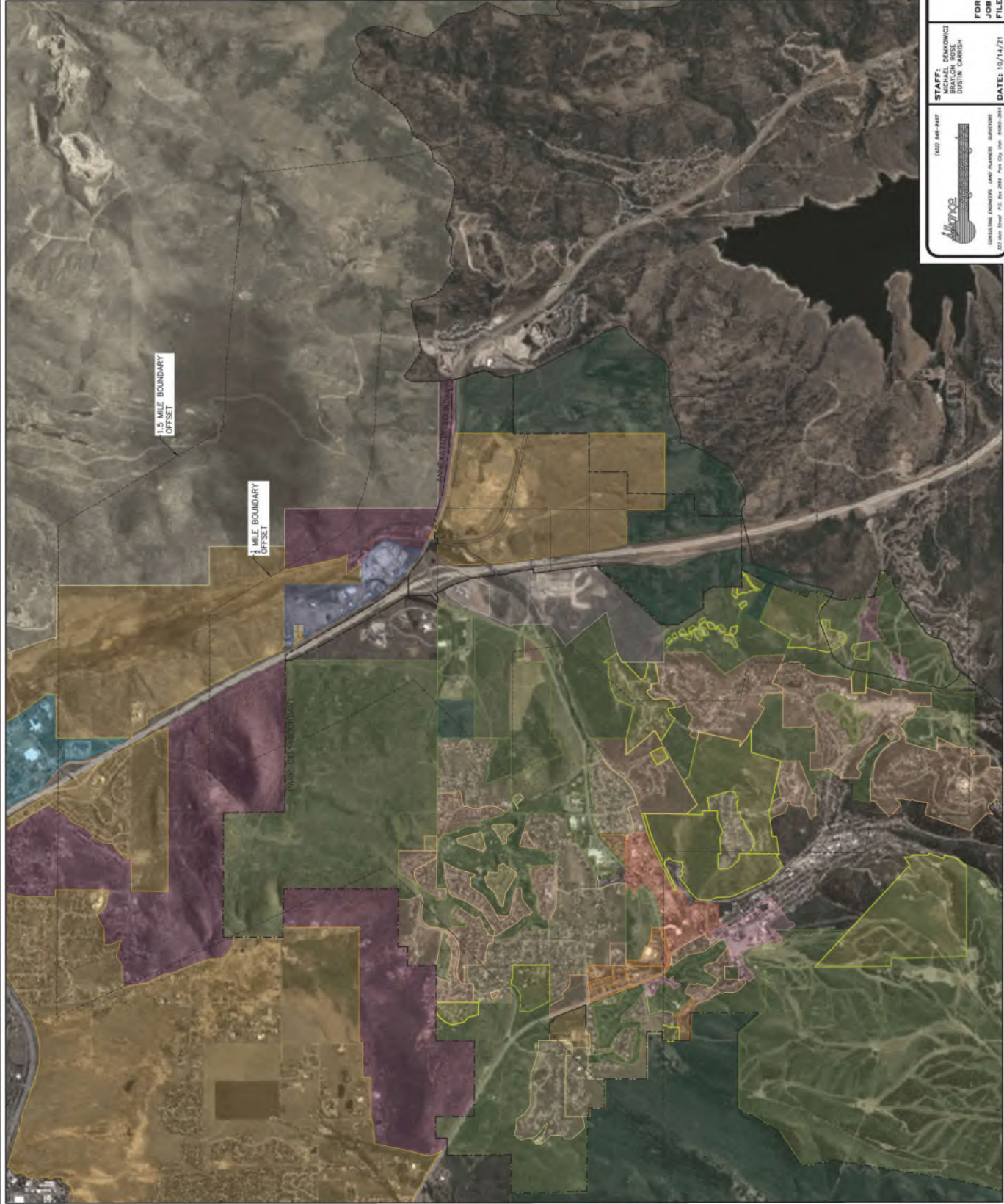
STAFF: RESEARCHER
BRAYTON ROSE
DUSTIN CARRISH

DATE: 10/14/21

(435) 468-4447



CONSULTING ENGINEERS LAND PLANNING ARCHITECTURE
323 Main Street, 4th Floor, Park City, Utah 84302





EXISTING ROADS

LEGEND

- PROPOSED ANNEXATION PARCELS
- PROPOSED ANNEXATION OUTLINE
- EXISTING PARK CITY LIMITS
- COUNTY LINE
- PAVED ROAD



NOTES:

1. DATA FROM UTAH AGRC DATABASE (GIS.UTAH.GOV) AND SUMMIT COUNTY GIS DATABASE (SUMMITCOUNTY.MAPS.ARCGIS.COM)
2. NOT ALL ROADS ARE SHOWN ON THIS MAP. ONLY PAVED ROADS THAT INTERSECT OR ABOUT THE ANNEXATION AREA ARE SHOWN.
3. THERE ARE NO ROADS OR DEVELOPMENT PROPOSED WITH THIS ANNEXATION PETITION.

(42) 448-2447



CONSULTING ENGINEERS LAND PLANNING ARCHITECTURE
322 West Street, P.O. Box 2004, Park City, Utah 84302

STAFF: DEMONWICK
BRYAN ROSE
DUSTIN CARRISH

DATE: 10/12/21

OPEN SPACE PRESERVATION
ANNEXATION
EXISTING ROADS

FOR: PARK CITY MUNICIPAL CORP
JOB NO.: 7-11-19
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SHEET
7
OF
10



EXISTING TRAILS

LEGEND

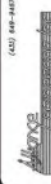
- PROPOSED ANNEXATION PARCELS
- PROPOSED ANNEXATION OUTLINE
- EXISTING PARK CITY LIMITS
- COUNTY LINE
- EXISTING TRAIL



NOTES:

1. DATA FROM UTAH AGRC DATABASE (GIS.UTAH.GOV) AND SUMMIT COUNTY GIS DATABASE (SUMMITCOUNTY.MAPS.ARCGIS.COM)
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3. THERE ARE NO ROADS OR DEVELOPMENT PROPOSED WITH THIS ANNEXATION PETITION.

STAFF: REAGAN
BRAYTON ROSE
DUSTIN CARRISH



(435) 466-2467

DATE: 10/12/21

OPEN SPACE PRESERVATION
ANNEXATION
EXISTING TRAILS

FOR: PARK CITY MUNICIPAL CORP

JOB NO.: 7-11-19

FILE: K:\Park City Municipal\GIS\Annexation\7-11-19 Annexation.dwg

SHEET
8
OF
10

LAND USE AND WATER RIGHTS

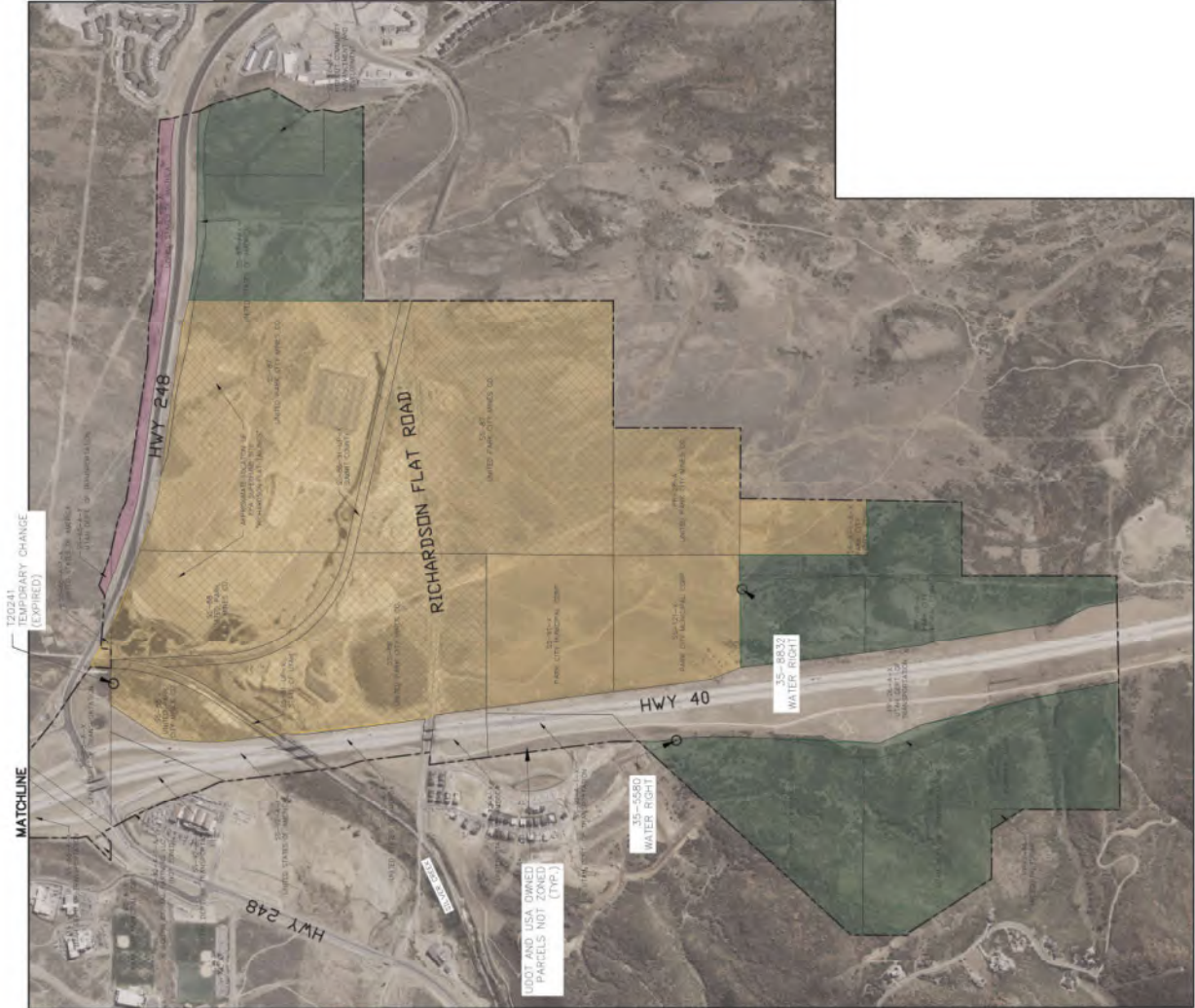


- NOTES:**
1. DATA FROM UTAH AGRC DATABASE (GIS.UTAH.GOV) AND SUMMIT COUNTY GIS DATABASE (SUMMITCOUNTY.MAPS.ARCGIS.COM)
 2. WATER RIGHTS DATA FROM WATERRIGHTS.UTAH.GOV
 3. THIS SHEET INCLUDES INFORMATION ON LAND USE, DENSITY, AND WATER RIGHTS.
 4. EPA SUPERFUND SITE DATA FROM EPA.GOV/SUPERFUND. LAND USE AND GROUNDWATER RESTRICTIONS MAY BE REQUIRED FOR LONG TERM REMEDY AT SUPERFUND SITE.
 5. DEVELOPMENT POTENTIAL:
 - 5.1. PUBLICLY OWNED PROPERTY WILL HAVE A DENSITY OF 0 UNITS/ACRE
 - 5.2. PARCEL SS-92-A-1-A BASE DENSITY HAS NOT BEEN DETERMINED DURING THIS ANNEXATION
 - 5.3. PARCELS OWNED BY UNITED PARK CITY MINES CO. WILL HAVE THE SAME BASE DENSITY AS CURRENT ZONING:
 - 5.3.1. PARCEL PP-28-A (40 ACRES):
RURAL RESIDENTIAL, 1 UNIT/20 ACRES
40 ACRES = 2 UNITS
 - 5.3.2. PARCEL SS-87 (380 ACRES):
RURAL RESIDENTIAL, 1 UNIT/20 ACRES
268.09 ACRES = 13 UNITS
MOUNTAIN REMOTE, 1 UNIT/120 ACRES
61.42 ACRES = 0 UNITS
HILLSIDE STEWARDSHIP, 1 UNIT/30 ACRES
50.49 ACRES = 1 UNIT
 - 5.3.3. PARCEL SS-88 (166.27 ACRES):
RURAL RESIDENTIAL, 1 UNIT/20 ACRES
166.27 ACRES = 8 UNITS

TOTAL UNITS = 24



MATCHLINE



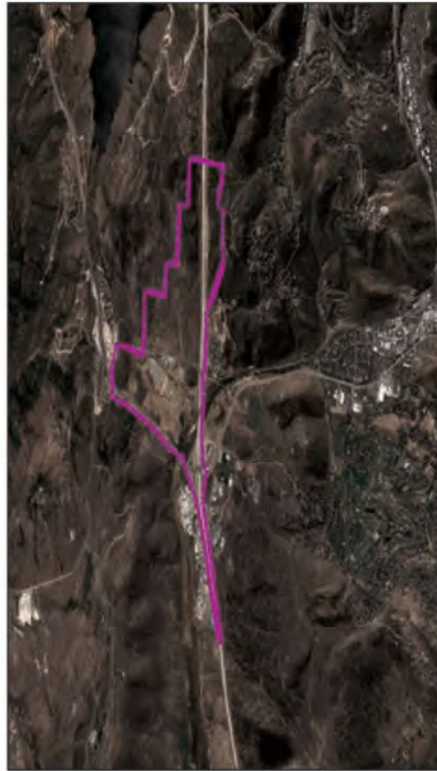
	STAFF: RENOWNED BRAYTON ROSE DUSTIN CARRISH	OPEN SPACE PRESERVATION ANNEXATION LAND USE	SHEET 9 OF 10
	DATE: 10/12/21	FOR: PARK CITY MUNICIPAL CORP JOB NO.: 7-11-19 FILE: K:\Park City Municipal\OpenSpace\Annexation\7-11-19 Annexation.dwg	



LOOKING SOUTHWESTERLY



LOOKING WESTERLY



LOOKING EASTERLY



LOOKING NORTHERLY

	STAFF: JACOB BROWN BRAYTON ROSE DUSTIN CARRISH	OPEN SPACE PRESERVATION ANNEXATION VIEW CORRIDORS	SHEET 10 OF 10
	(435) 498-3447	FOR: PARK CITY MUNICIPAL CORP	
	DATE: 10/12/21	JOB NO.: 7-11-19	
	CONSULTING ENGINEERS LAND PLANNING SERVICES 222 West Street, 4th Floor, Park City, Utah 84302-2004	FILE: K:\Park City Municipal\OpenSpace\Annexation\7-11-19 Annexation.dwg	

Southeast Quinn's Junction Annexation Petition



APPENDIX

- RICHARDSON FLAT TAILINGS BACKGROUND
- SNYDERVILL BASIN GENERAL PLAN & QUINNS JUNCTION AREA
- UTAH WILDFIRE RISK ASSESSMENT
- PARK CITY SCHOOL DISTRICT MAP
- PARK CITY FIRE DISTRICT MAP
- SUMMIT COUNTY RESOURCE ASSESSMENT
- WASATCH COUNTY RESOURCE ASSESSMENT
- JORDANELLE SPECIALLY PLANNED AREA (JSPA) PLAN BOOK
- 1998 RESOLUTION TO AMEND FLAGSTAFF MOUNTAIN DEVELOPMENT PARAMETERS
- 1999 RESOLUTION 20-99 AUTHORIZING THE FLAGSTAFF MOUNTAIN DEVELOPMENT AGREEMENT
- 1999 DEVELOPMENT AGREEMENT FOR FLAGSTAFF MOUNTAIN, BONANZA FLAT, RICHARDSON FLAT, THE 20-ACRE QUINN'S JUNCTION PARCEL AND IRON MOUNTAIN
- 2002 SUMMIT COUNTY & PARK CITY QUINN'S JUNCTION JOINT PLANNING DOCUMENTS
- PARK CITY GENERAL PLAN- QUINN'S JUNCTION NEIGHBORHOOD
- 2007 AMENDED & RESTATED DEVELOPMENT AGREEMENT FOR FLAGSTAFF MOUNTAIN, BONANZA FLAT, RICHARDSON FLAT, THE 20-ACRE QUINN'S JUNCTION PARCEL AND IRON MOUNTAIN

RICHARDSON FLAT TAILINGS

PARK CITY, UT

Cleanup Activities

On this page:

- Background
- [What Is the Current Site Status?](#)

On related pages:

- Operable Units
- [Cleanup Progress](#)

Background

The Richardson Flat Tailings site is located near Park City, Utah. The site is comprised of multiple Operable Units, or areas, including a tailings impoundment that holds about seven million tons of tailings (Richardson Flat tailings impoundment – OU1), an approximately six-mile-long reach of Silver Creek with an unknown amount of upland, riparian and instream tailings deposits, and draining water from a second tailings impoundment (Prospector Square tailings impoundment). EPA proposed the site for listing on the Superfund Program's National Priorities List (NPL) in 1988, but ultimately decided not to pursue final listing on the NPL. EPA and two potentially responsible parties (PRPs) are currently evaluating the Silver Creek tailings deposits and the water draining from the second tailings impoundment. For these portions of the site, EPA and the PRPs are currently collecting environmental data to understand the nature and extent of contamination and to inform remedy selection.

The Richardson Flat tailings impoundment (OU1) consists of a tailings dam and an impoundment area. Historic aerial photos show that a tailings pile existed as early as 1953. The most recent tailings disposal in the area took place from 1975 to 1981, when United Park City Mines (UPMC) leased its mining operations to Noranda Mining and Park City Ventures. The location of the tailings impoundment is owned by UPCM. In 1989, EPA and State of Utah officials observed mine tailings at the site sinking into an on-site diversion ditch and Silver Creek. During the 1990s, UPCM did some voluntary work at the site, including covering most of the tailings pile with clean, low-permeability soil and reseeded the site. The diversion ditch was also improved.

Remedy construction at OU1 was completed by UPCM, with EPA oversight, included consolidating tailings material within the main impoundment, installing a wedge buttress to support the main embankment, and removal of sediments within the wetland area. All of these actions are complete. The Richardson Flat tailings impoundment is to be capped after remedial actions are completed at other portions of the site, which may affect the tailings impoundment.

What Is the Current Site Status?

The Richardson Flat tailings impoundment remedy addresses mine tailings in several areas of the site and sediments and surface water within the site boundary. Cleanup activities at OU1 include excavation, containment, future disposal of mine tailings from the Park City area within the tailings impoundment, placement of restrictions on future land and groundwater use, and surface water monitoring. Since waste remains on site, EPA will continue to conduct five-year reviews to make sure the remedy remains protective of human health and the environment.

The second five-year review, completed in 2018, found the remedy at OU1 currently protects human health and the environment because tailings and sediments have been excavated, tailings are contained through capping with clean soil, and surface waters exiting the site are below water quality standards. However, for the remedy to be protective in the long term, the following action needs to be taken: implement institutional controls that include restrictions on future land and groundwater use. Additionally, it was noted that a final operations and maintenance plan has not been prepared.

DECEMBER 17, 2019

SNYDERVILLE BASIN GENERAL PLAN

Adopted by Ordinance 839
June 17, 2015

Planning Staff

Pat Putt, Community Development Director
Peter Barnes, Planning and Zoning Administrator
Jennifer Strader, Senior Planner

Snyderville Basin Planning Commission

Mike Franklin, Chair
Bea Peck, Vice-Chair
Colin DeFord
Greg Lawson
Mike Barnes
Canice Harte
Chuck Klingenstein

Summit County Council

Kim Carson, Chair
Roger Armstrong, Vice-Chair
David Ure
Chris Robinson
Claudia McMullin

SNYDERVILLE BASIN GENERAL PLAN

Contents

Chapters

1. Vision and Background
2. Land Use
3. Open Space
4. Recreation
5. Sustainability, Cultural and Natural Resources
6. Housing
7. Services and Facilities
8. Transportation
9. Neighborhoods
 - Bitner
 - Canyons
 - Central Basin
 - East Basin
 - Highland Estates
 - Jeremy Ranch/Pinebrook
 - Kimball Junction
 - North Mountain
 - Old Ranch Road
 - Quinn's Junction
 - Rasmussen
 - Silver Creek
 - The Summit
 - Trailside
 - Utah Olympic Park
 - West Mountain

Chapter 1

Vision and Background

MISSION STATEMENT

Summit County (the “County”) hereby establishes the mission of the General Plan (“the Plan”) for the Snyderville Basin (the “Basin”) as follows: “to preserve natural open space and vistas, prevent suburban sprawl, and promote our mountain resort community” (the “Mission”). This Mission will be accomplished through well managed growth that clusters density into designated mixed use areas, protects the natural environment, and supports recreation. The result will allow for a community and an economy that are diverse, cohesive, and sustainable.

ROLES OF THE GENERAL PLAN AND DEVELOPMENT CODE

The growth management plan for the Basin consists of this Plan and Snyderville Basin Development Code (the “Code”). The purpose of this Plan is to set forth the vision, mission, character, goals, objectives, and policies for the Basin. This Plan is an advisory document. The Code is the regulatory document that contains the rules and regulations for development that implements this Plan. The Code ensures the viability of this Plan by requiring that development applications are generally consistent with the spirit of this Plan. Unless otherwise defined herein, capitalized terms used herein have the meanings assigned to them in the Code.

GOALS

In concert with the community vision and in support of the Mission, the goals of the 2014 update to the Plan are to promote the following:

- Sustainability, both in terms of development and the environment
- Quality growth and economic development that provides a positive contribution to the community’s quality of life and the mountain resort economy
- Preservation of open space, view corridors and scenic mountainsides
- Preservation of Critical Lands (as defined in Section 10-4-3 of the Code) natural resources and the environment, including clean air and water
- Provide for interconnectivity and traffic mitigation through a variety of creative alternatives for all modes of transportation
- Provision and inclusion of affordable housing
- Healthy lifestyles based on resort and year round recreational opportunities compatible with a resort/residential community
- Preservation, recognition, and adaptive reuse of culturally significant structures, sites, and uses

BACKGROUND

In mid-2009, the Snyderville Basin Planning Commission (the “Planning Commission”) began the process of reviewing the 2004 General Plan for updates, which was last

completed in 1998. The intent of this update is to make this Plan a more current and understandable document for the public and the Planning Commission as it guides future growth.

As part of this update, the Planning Commission sought to clarify the intent of the Plan, and ensure that the policies and implementation mechanisms of the Plan and Code would truly help meet the community priorities.

Community involvement has been a central part of the update process. In 2009, a subcommittee of the Planning Commission was formed to begin work on initial edits to the Plan. Based on their feedback, in April of 2010, the Planning Commission held two community open houses and conducted a survey. In the summer of 2011, the Planning Commission held workshops with each neighborhood planning area. Public hearings were held on each element of the Plan in 2011, and more work sessions and hearings were held in 2012. On February 26, 2014, the Summit County Council approved Phase I of the Plan. A subcommittee of the Planning Commission was then formed to begin work on Phase II of the Plan.

From these open houses and workshops, the Planning Commission identified many community priorities and substantially reworked the mission statement to better reflect these priorities.

This Plan has also been substantially reformatted. While core principles remain in place, the format has been changed and the language simplified to communicate clear intent. Regulatory language remaining from the 1998 Plan has been removed and placed in the Code where appropriate. Policies have been divided into chapters and each chapter is based on a topic such as the environment, cultural and natural resources, and open space. The redesign is intended to make the Plan easier to follow and more effective to implement.

COMMUNITY VISION

Over 200 Basin residents participated in the 2010 open houses and hundreds more at the 2011 Neighborhood workshops. The many activities included a prioritization exercise where the public was asked to rank various topics, such as open space, recreation, and walkability. Based on that exercise, the Planning Commission learned that the issues, identified from most important to least important, were:

1. Open Space
2. Recreation
3. Walkability
4. Wildlife
5. Less Density
6. Critical Land Protection
7. Water Conservation
8. Affordable Housing
9. Mass Transit
10. Traffic
11. Natural Resource Preservation

12. Local Economy
13. Recycling/Compost
14. Local Food
15. Energy Efficiency
16. Mixed Use Development
17. Growth
18. Green Building/Construction

MOVING FORWARD

State government forecasts for population growth in the County, and the Basin in particular, clearly demonstrate a need to prepare by the Summit County Council (the "County Council") and the Planning Commission. This Plan and Code, as amended, are designed to better encourage economic growth and diversification and to manage development and redevelopment in a manner that will preserve and enhance the Basin's quality of life, and in conformity with Section 17-27a-102 (a) of the Utah State Code which sets forth the standards for land use management:

(a) The purposes of this chapter are to provide for the health, safety, and welfare, and promote the prosperity, improve the morals, peace and good order, comfort, convenience, and aesthetics of each county and its present and future inhabitants and businesses, to protect the tax base, to secure economy in governmental expenditures, to foster the state's agricultural and other industries, to protect both urban and nonurban development, to protect and ensure access to sunlight for solar energy devices, to provide fundamental fairness in land use regulation, and to protect property values.

This Plan reflects coordinated regional land use planning by and among the County for Basin and Eastern Summit County and Park City Municipal in preparation for anticipated growth.

The residents of the Basin agree that open space in the mountain setting of the Basin provides aesthetic value, recreational opportunities, wildlife management and protection, and promotes an amenity-rich community. Those amenities include:

- Large Tracts of Contiguous Open Space
- Recreation
- Interconnected Trail Systems (Walkability)
- Wildlife Preservation
- Density in Town and Resort Centers
- Sensitive Lands Protections
- Water Conservation
- Affordable Housing
- Mass Transit
- Traffic and Transportation Management
- Natural Resource Preservation
- Local Economy Protection and Enhancement

These core values define the purpose for land use planning and regulation to preserve and enhance the Basin. This Plan embraces and protects the mountain resort economy and character of the Basin by discouraging, and to the extent possible prohibiting, certain suburban development patterns which erode the unique character of the Basin. To that end, suburban development patterns in the Basin should be mountain resort in nature, with low densities of one unit per one hundred and twenty (120) acres, one unit per forty (40) acres, one unit per thirty (30) acres, one unit per twenty (20) acres, and one unit per ten (10) acres in certain instances. However, certain parcels of land may have previously approved and vested development entitlements by virtue of pre-existing development agreements, consent agreements, or settlement agreements. These agreements may have resulted in densities that are higher than the base densities described above.

MIXED USE AREAS

This Plan guides the growth and economic development of the Basin to occur in harmony with the unique aesthetic qualities of a mountain environment. Town Centers and Resort Centers are permitted in designated locations that are intended as areas where density should be concentrated. Each type of center serves a specific function as further stated in the Plan. The character of these centers, particularly the Town Centers, should be designed to reflect both traditional and new patterns in urban communities and phased to ensure proper growth and concurrency management.

These mixed use areas should benefit, not detract from, the general health, safety and welfare of the entire community. A variety of smart growth strategies to locate development in the most suitable locations should be considered. These strategies may include the use of density transfers, land acquisitions, conservation easements, and clustered development principles.

The Basin's changing demographics have created an economy no longer solely dependent on seasonal mountain resort business. Social and economic diversity and its associated demands are encouraged for the long term health of the Basin. Accordingly, this Plan and Code form a foundation for the complex, long range use of land through managed growth--balanced between competing demands of residential and commercial interests and preservation of ample and continuous natural areas and open spaces.

SUSTAINABILITY

The long term success of the Snyderville Basin will depend largely on future sustainability efforts. This Plan addresses sustainability throughout each Chapter, and more specifically in Chapter 5. Sustainability Goals, Objectives, and Policies in each Chapter are identified with this symbol:



ANNUAL REVIEW

This Plan will be reviewed on an annual basis.

QUINN'S JUNCTION

Location

Quinn's Junction is generally located at the intersection of SR-248 and US-40. It begins on the south boundary of the existing Space Place Storage units; it is bordered on the east by the Rail Trail; it is bordered on the west by US-40.

The southeast section of Quinn's Junction is south of SR-248; it is bordered on the west by US-40 and bordered on the east by the Wasatch County line; it extends south to the Wasatch County line. There is a small section of this neighborhood that is located west of US-40 and east of the Park City Municipal boundary.

The property located west of US-40 is north of SR-248 and is surrounded by property in Park City Municipal's boundary.

Zoning

The zoning in this neighborhood is a combination of Service Commercial (SC), Rural Residential (RR), Hillside Stewardship (HS), and Mountain Remote (MR). The base density in the RR zone is 1 unit per 20 acres; the base density in the HS zone is 1 unit per 30 acres; the base density in the MR zone is 1 unit per 120 acres. The density in the SC zone is determined by the ability of the proposed development to meet all required development and performance standards and criteria set forth in the Development Code.

Neighborhood Description

The property located in the Quinn's Junction neighborhood is relatively flat and very visible from SR-248 and US-40. There are existing industrial and service commercial uses, a stream corridor, large blocks of undeveloped land, a small section of the Rail Trail, and a significant area containing soils contaminated by mine tailings and used for remediation elsewhere.

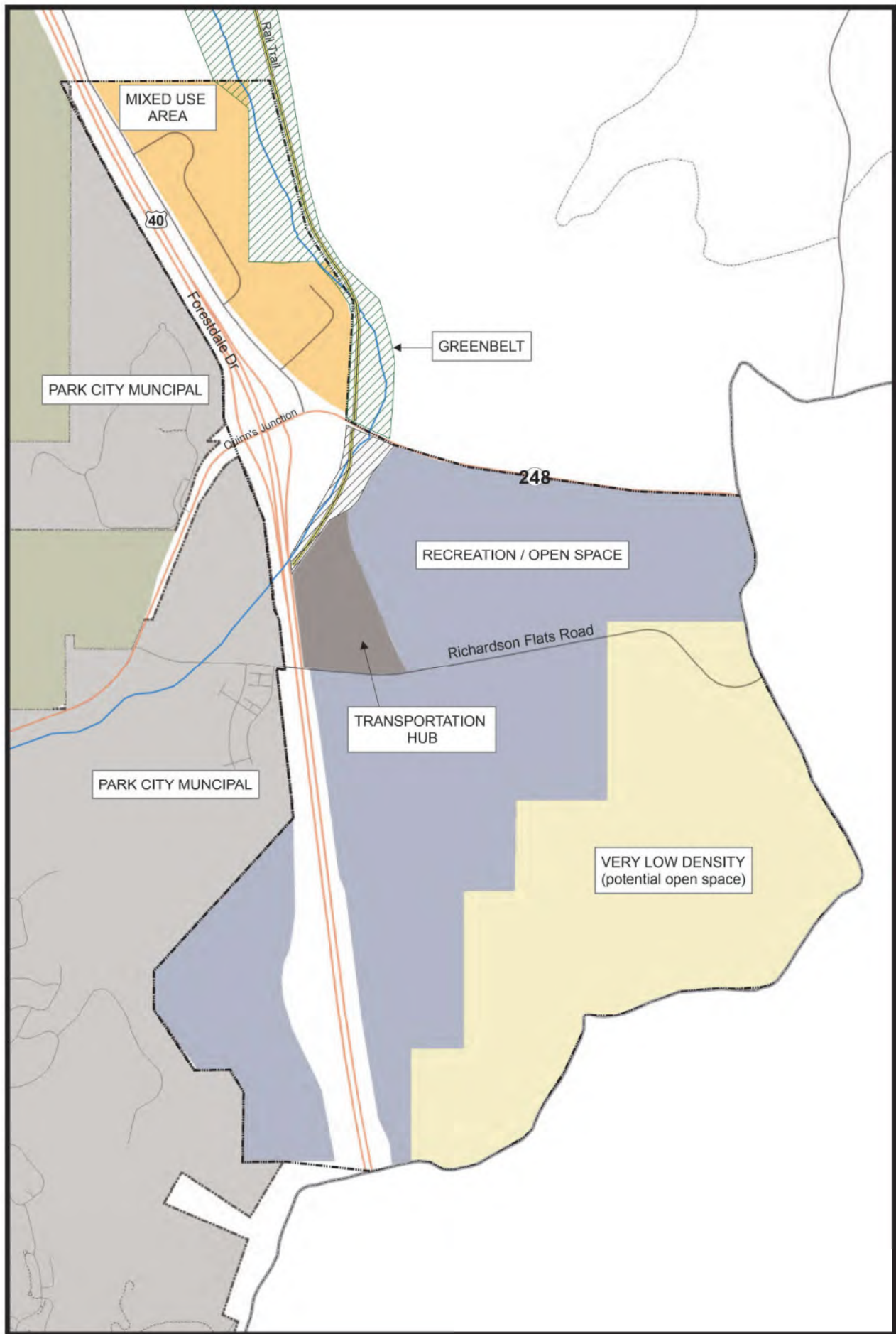
The types of uses in this area support a viable economy in Summit County. Recognizing this,

the continued use of and the expansion of additional service commercial and industrial uses should be considered, especially near the existing development located in the northeast quadrant of SR-248 and US-40. Appropriate uses may include general offices, business parks, manufacturing, and other service related and industrial uses.

The Pace Frontage Road is a popular route for bikers. Future development plans should include appropriate truck routes to the individual uses that are designed to serve the area, while ensuring the safety of other users on the frontage road. Additional impacts associated with industrial uses include noise, odors, dust, air quality, and other significant environmental concerns. All of these impacts need to be evaluated and appropriately mitigated.

This neighborhood is adjacent to Park City Municipal and Wasatch County. Ongoing communication with these jurisdictions is vital to ensure appropriate growth strategies are implemented that respond to the needs of each community, both individually and on a regional level.





**Quinns Junction Neighborhood Planning Area
Future Land Use Map**



Utah Wildfire Risk Assessment Park City

Derived from www.UtahWildfireRisk.com

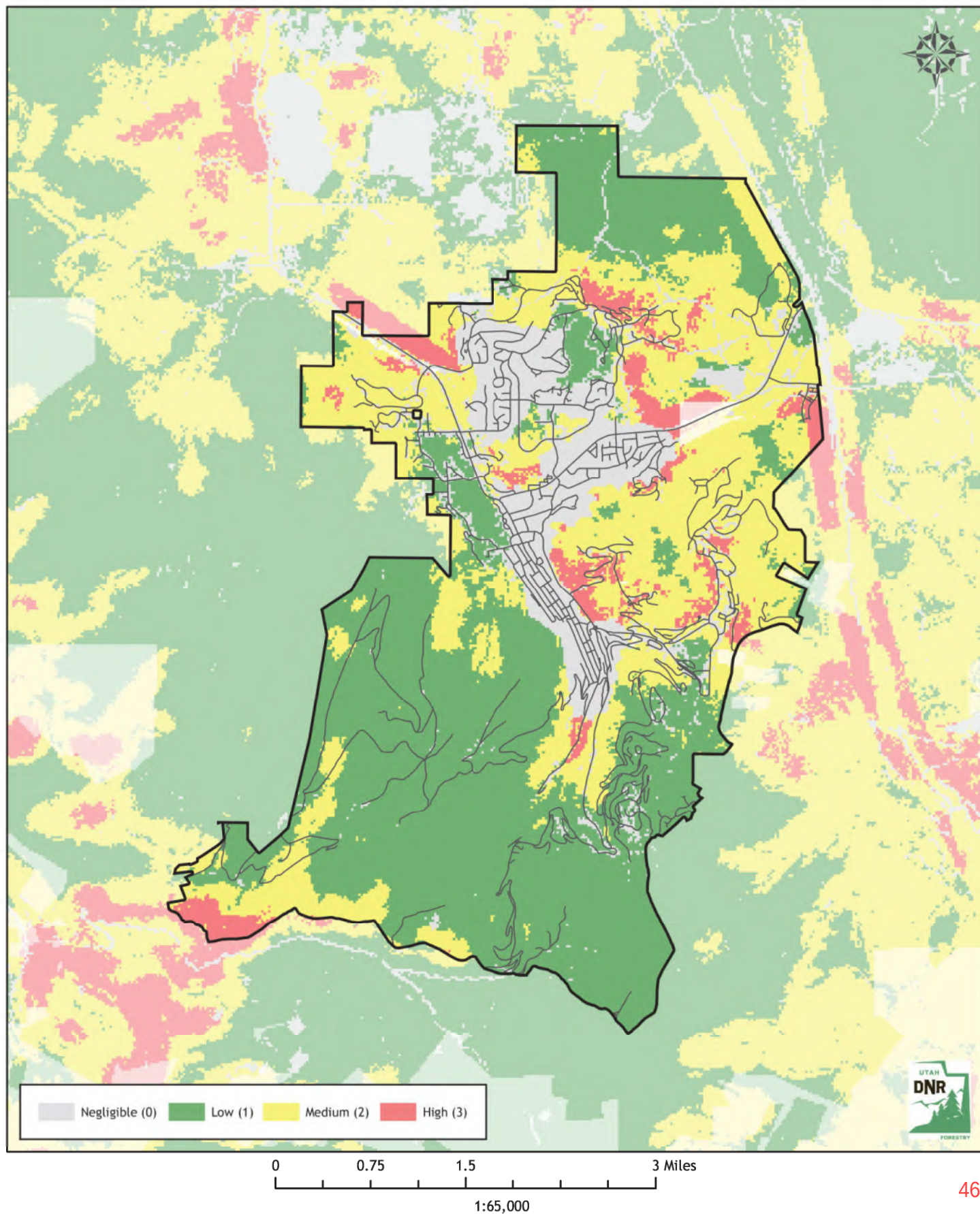
Medium: \$2.00/acre, High: \$3.50/acre

Low Risk: 8,009 Acres (62%)

Medium Risk: 4,186 Acres (33%) - \$8,372

High Risk: 680 Acres (5%) - \$2,380

Participation Commitment Total: \$10,751



Utah Wildfire Risk Assessment Park City

Derived from www.UtahWildfireRisk.com

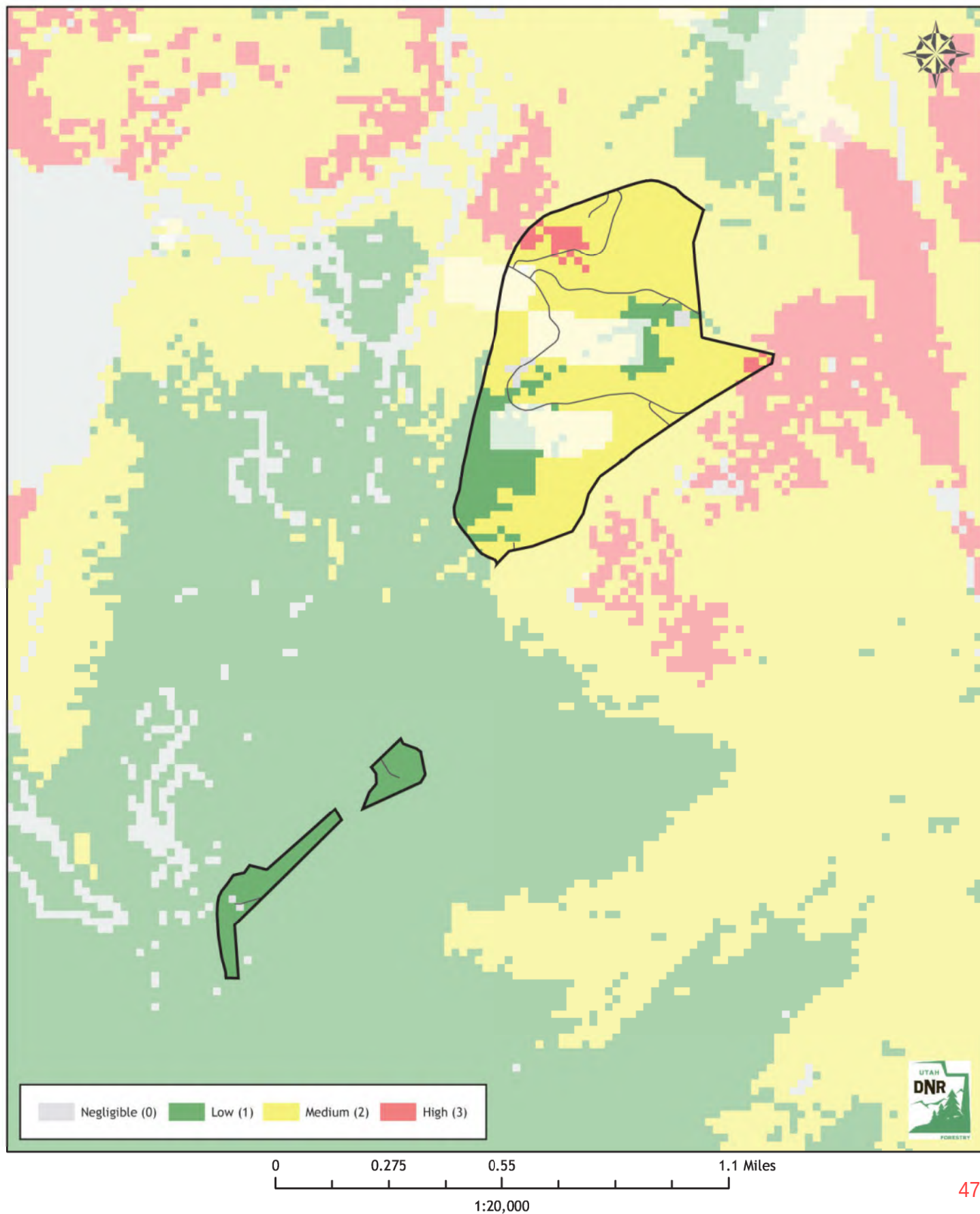
Medium: \$2.00/acre, High: \$3.50/acre

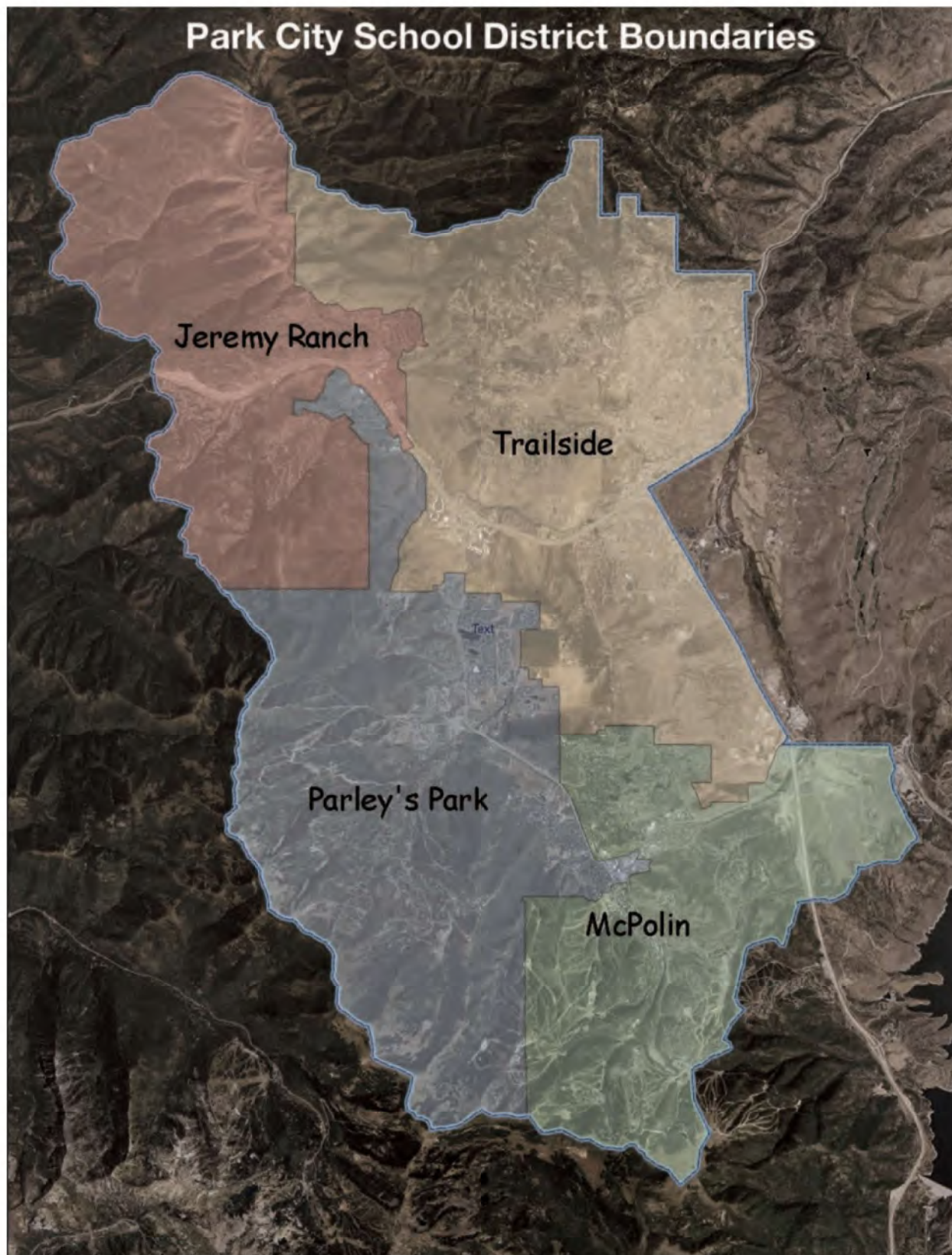
Low Risk: 8,009 Acres (62%)

Medium Risk: 4,186 Acres (33%) - \$8,372

High Risk: 680 Acres (5%) - \$2,380

Participation Commitment Total: \$10,751





Park City Fire District Boundary



This resource assessment is designed to gather and display information specific to Summit County, Utah. This report will highlight the natural and social resources present in the county, detail specific concerns, and be used to aid in resource planning and target conservation assistance needs. This document is dynamic and will be updated as additional information is available through a multi-agency partnership effort. The general observations and summaries are listed first, followed by the specific resource inventories.

Contents

[Observations and Summary](#)[Land Use](#)[Resource Concerns - Soils](#)[Resource Concerns - Water](#)[Resource Concerns - Air, Plants, Animals](#)[Resource Concerns - Social and Economic](#)[Survey Results](#)[Footnotes/Bibliography](#)

Introduction

Summit County has played a pivotal role in the settlement of Utah and the Western United States being on the route of the first Mormon pioneers as they made their way to Utah. Summit County, the 13th county in the territory, was first recognized by the Utah Legislature Friday, January 13, 1854.

The high alpine valleys tucked between the Uinta and Wasatch Mountains served as traditional hunting grounds for the Shoshone and Ute tribes for thousands of years, before the arrival of the white man. The natural riches of the mountains continue to supply much needed water for the area and the Wasatch front from the numerous mountain springs, four rivers, and two major storage reservoirs at Echo and Rockport. Minerals from the mines have produced silver, gold, lead and zinc worth millions of dollars that helped build the state and Intermountain west. Timber and coal have been an economic resource; however there are no coal mines currently in operation.

Agriculture has been a prominent industry with irrigated hay fields and pastures in the valleys. Sheep and cattle are raised in the valleys and utilize the rangeland in the mountains in the summer. In recent years a new trend in land ownership has changed the nature of agriculture in some areas from large scale full-time livestock operations to small 10 to 20 acre properties owned by retirees and businessmen who value a pastoral lifestyle.

Equal Opportunity Providers and Employers.



General Land Use Observations

Cropland / Pasture / Hay Lands

- Complications related to overgrazing include poor pasture condition, soil compaction and water quality issues.
- Control of noxious plants is an ever increasing problem.
- The small, part-time farms are less likely to adopt conservation due to cost and difficulty of NRCS outreach due to their numbers. They have limited knowledge of conservation programs.
- Open spaces are diminishing as the area becomes more developed.
- Residue, nutrient and pest management are continually needed to control erosion and to protect water quality.

Rangeland

- Sediment in the streams coming from eroding rangeland is a serious problem.
- Overgrazing of riparian corridors is resulting in stream bank degradation and erosion.
- Grazing styles on rangeland are resulting in declining range condition in many areas.
- New and invading weeds are introduced and spread through recreation and livestock/wildlife movement. Summit County is the top of the Jordan River Watershed and the Weber Watershed; therefore, these new and invading plants have the potential of being spread throughout the watersheds.

Wildlife

- Numbers of the elk herds are increasing and should be accommodated in grazing plans.
- Range management needs to encourage a mosaic pattern of shrubs, forbs and grasses to facilitate wildlife needs and enhance wildlife use especially by sage grouse.

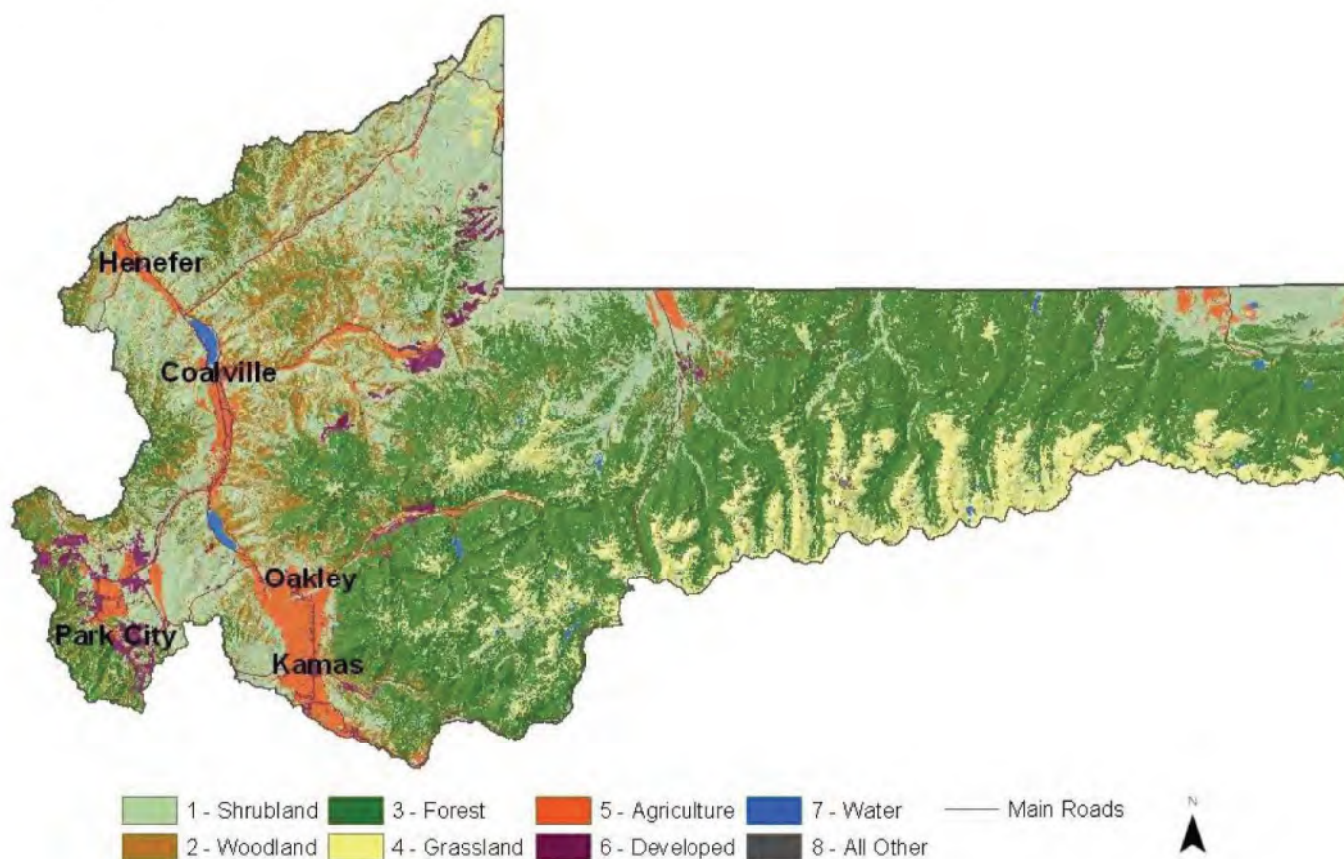
Forest

- Increased percentages of evergreen species and diminished deciduous trees are resulting in a change in ground water hydrology, species diversity, and reduced forage production.
- Higher percentage of evergreen trees increases the potential for catastrophic, high-intensity fires.
- On private forest land, landowners often are not actively managing the land for timber production. Land use and/or geographical constraints and the lack of economic incentives further discourage timber harvesting resulting in decadent stands.

Resource Assessment Summary

Categories	Concern high, medium, or low	Description and Specific Location (quantify where possible)
Soil	MEDIUM	SHEET EROSION ON SOME RANGE AREAS
Water Quantity	HIGH	EXCESSIVE CONSUMPTIVE USE BY CONIFERS
Water Quality Ground Water	LOW	
Water Quality Surface Water	HIGH	EXCESS SUSPENDED SEDIMENT IN ECHO CREEK AND OTHERS
Air Quality	LOW	
Plant Suitability	LOW	
Plant Condition	MEDIUM	SOME EXCESSIVE GRAZING
Fish and Wildlife	MEDIUM	
Domestic Animals	HIGH	LACK OF PRESCRIBED GRAZING IN PASTURE AND RANGELAND
Social and Economic	LOW	

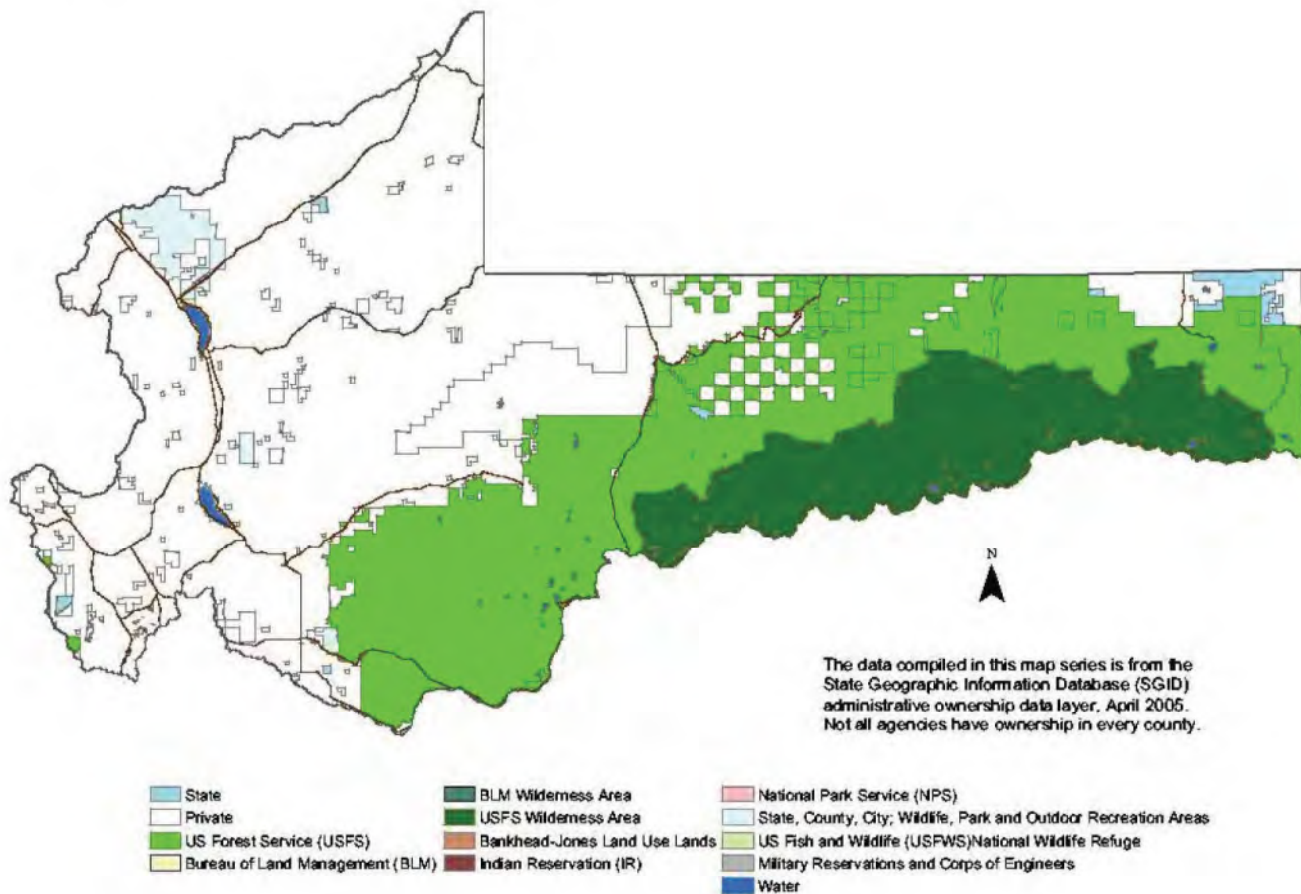
Land Cover



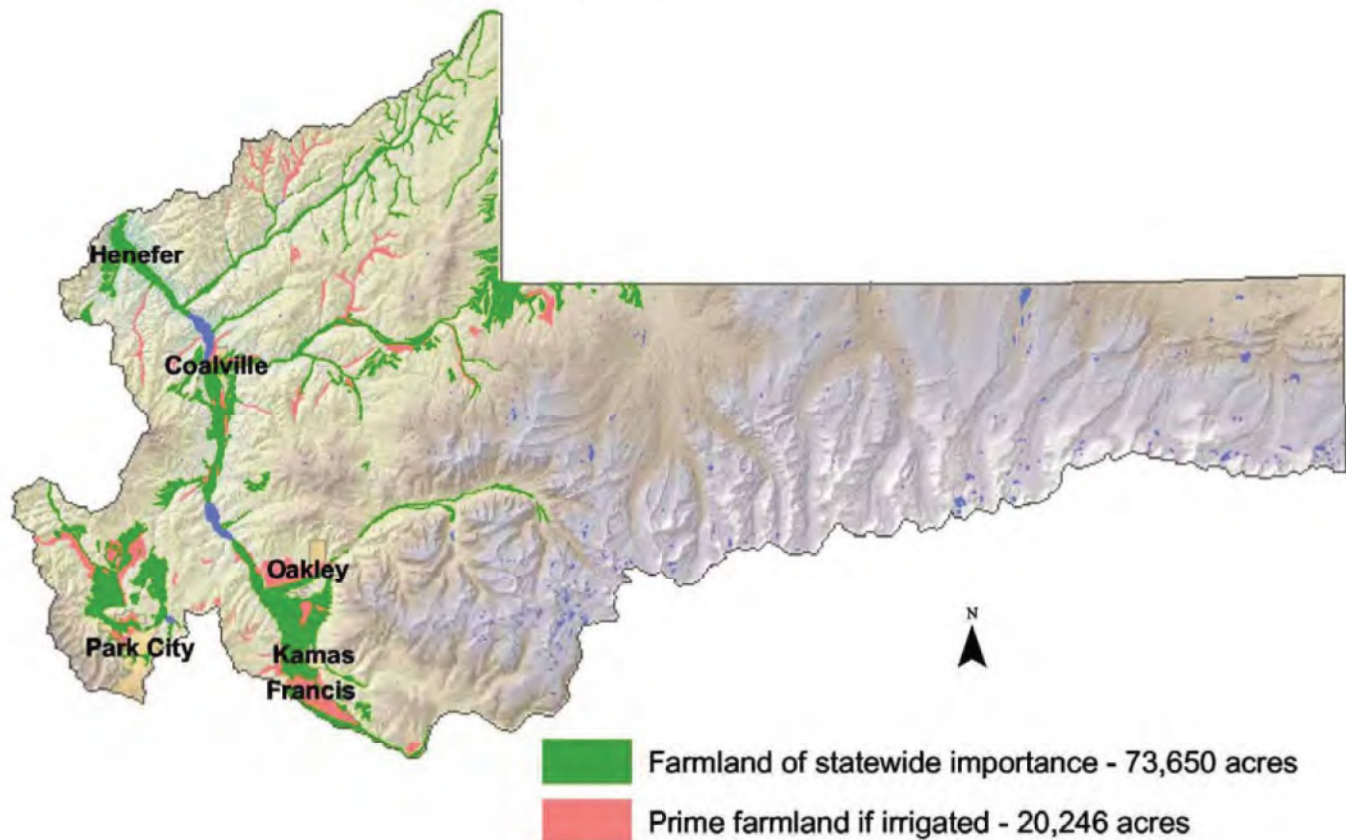
Land Cover/Land Use		
	Acres	%
Forest	469,034	42%
Grain Crops	749	0%
Conservation Reserve Program <i>*a</i>	0	0%
Grass/Pasture/Haylands	47,904	4%
Orchards/Vineyards	5	0%
Cropland	1,163	0%
Shrub/Rangelands	505,114	45%
Water	9,501	1%
Wetlands	46,090	4%
Developed	39,610	4%
Summit County Totals <i>*b</i>	1,119,170	100%
<i>*a: Estimate from Farm Service Agency records and include CRP/CREP. *b: Totals may not add due to rounding and small unknown acreages.</i>		

Special Considerations for Summit County:

- 90% of rangeland is privately owned.
- Farmland is limited to valley bottoms.
- Due to high elevations, there is a short, cool growing season so crops are limited to alfalfa with two cuttings, small grains harvested for forage, and irrigated pasture.
- Private forest land is harvested but may not have a forestry plan.
- Public recreation on forest land has impacts increasing erosion, spread of noxious weeds and water quality.
- Due to low acreage of grain, there is very little infrastructure for grain harvest.
- Primarily consists of cow/calf operations. Feeder livestock, including lambs and calves, are exported.
- There are less than ten dairies in the county.
- There is a significant amount of rangeland that is grazed by sheep.

Land Ownership

Prime & Unique Farm Land



Prime farmland

land that has the best combination of physical and chemical characteristics for producing food, feed, fiber, forage, oilseed, and other agricultural crops with minimum inputs of fuel, fertilizer, pesticides, and labor, and without intolerable soil erosion.

Unique farmland

land other than prime farmland that is used for the production of specific high-value food and fiber crops...such as, citrus, tree nuts, olives, cranberries, fruits, and vegetables

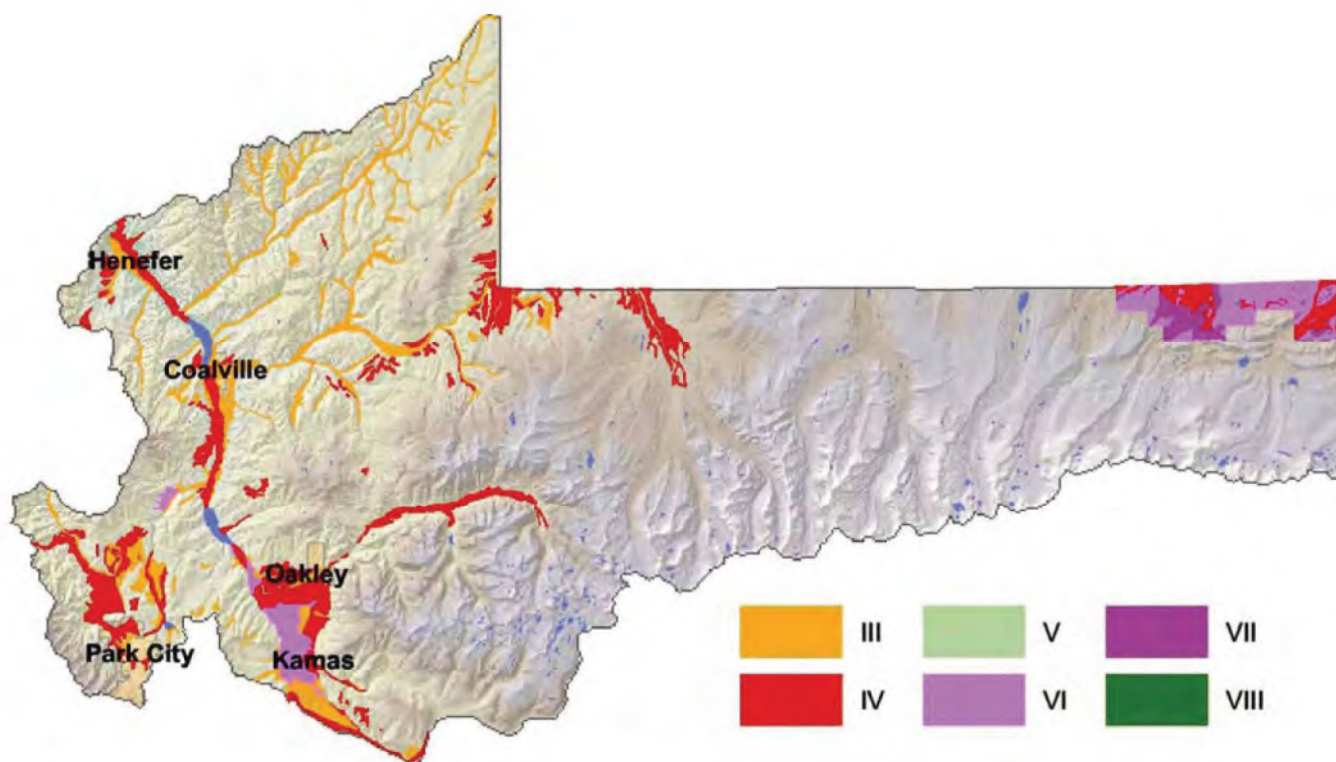
Additional farmland of statewide or local importance

land identified by state or local agencies for agricultural use, but not of national significance

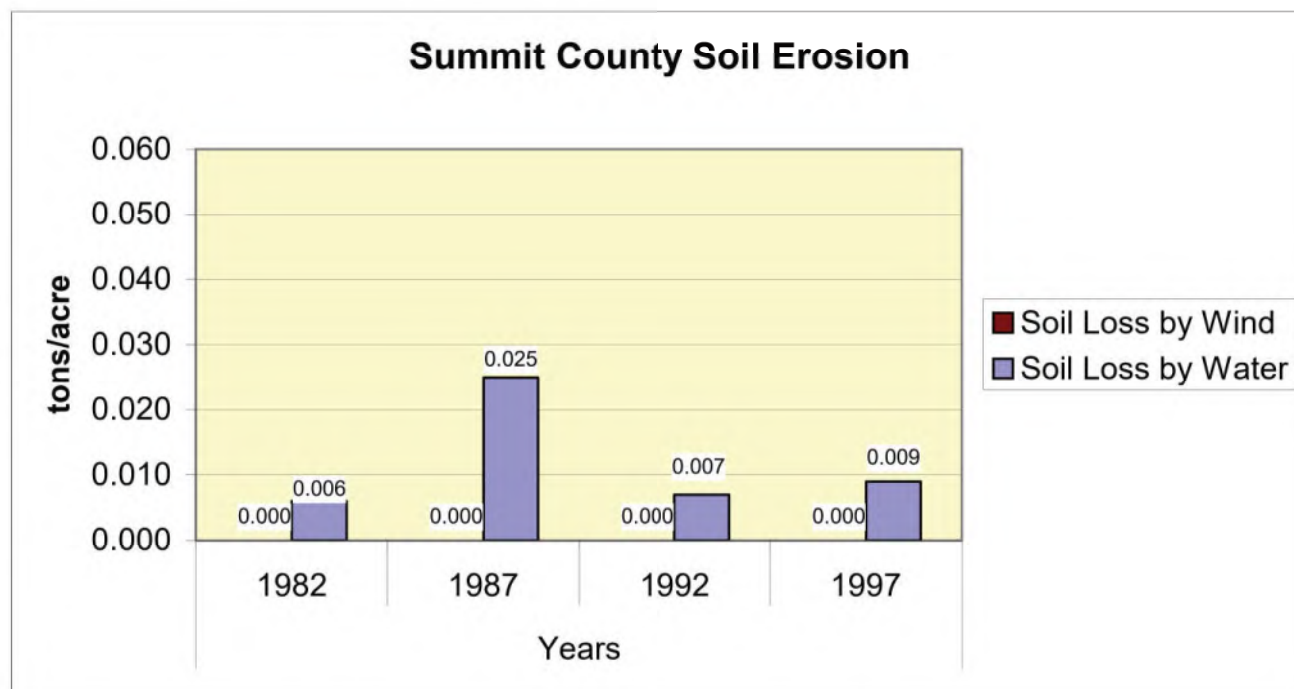
Resource Concerns – SOILS

Categories	Specific Resource Concern / Issue	Crop	Hay	Pasture	Grazed Range	Grazed Forest	Pasture Native/Naturalized	Wildlife	Watershed Protection	Forest	Headquarters	Urban	Recreation	Water	Mined	Natural Area
Soil Erosion	Sheet and Rill															
	Wind												X			
	Ephemeral Gully															
	Classic Gully															
	Streambank			X	X			X	X					X		
	Shoreline								X					X		
	Irrigation-induced	X	X													
	Mass Movement				X											
	Road, roadsides and Construction Sites															
Soil Condition	Organic Matter Depletion															
	Rangeland Site Stability				X	X	X									
	Compaction															
	Subsidence															
	Contaminants: Salts and Other Chemicals													X		
	Contaminants: Animal Waste and Other OrganicsN															
	Contaminants: Animal Waste and Other OrganicsP	X	X													
	Contaminants: Animal Waste and Other OrganicsK															
	Contaminants : Commercial FertilizerN															
	Contaminants : Commercial FertilizerP															
	Contaminants : Commercial FertilizerK															
	Contaminants: Residual Pesticides															
	Damage from Sediment Deposition	X												X		

Land Capability Class on Cropland and Pastureland



		Acres	Percentage
Land Capability Class (Irrigated Cropland & Pastureland Only)	I - slight limitations	0	0%
	II - moderate limitations	0	0%
	III - severe limitations	35,335	21%
	IV - very severe limitations	93,200	56%
	V - no erosion hazard, but other limitations	28	0%
	VI - severe limitations, unsuited for cultivation, limited to pasture, range, forest	30,489	18%
	VII - very severe limitations, unsuited for cultivation, limited to grazing, forest, wildlife	7,034	4%
	VIII - misc areas have limitations, limited to recreation, wildlife, and water supply	4	0%

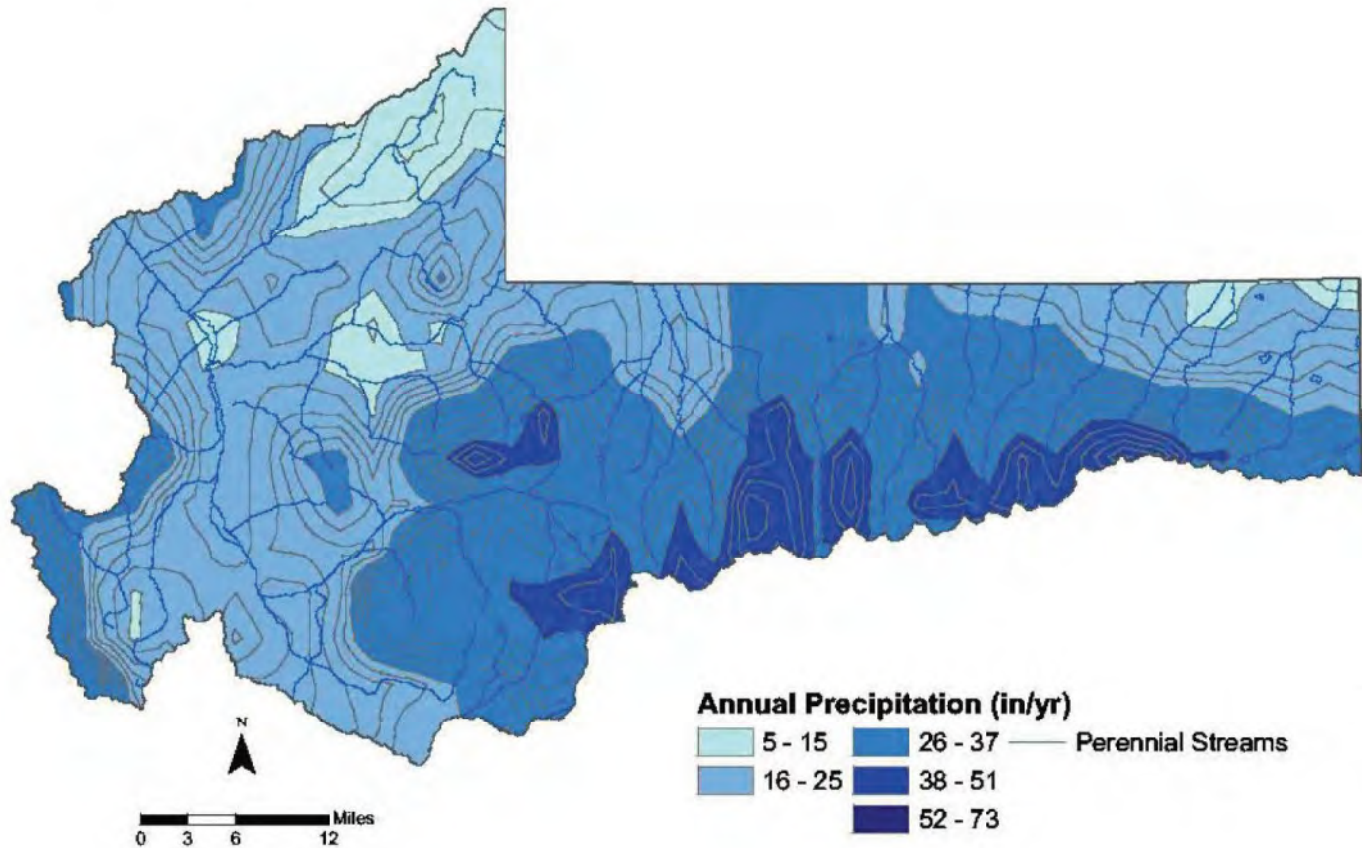
Soil Erosion on Cropland

- ❖ Controlling erosion not only sustains the long-term productivity of the land, but also affects the amount of soil, pesticides, fertilizer, and other substances that move into the nation's waters.

Resource Concerns – WATER

Categories	Specific Resource Concern / Issue	Crop	Hay	Pasture	Grazed Range	Grazed Forest	Pasture Native/Naturalized	Wildlife	Watershed Protection	Forest	Headquarters	Urban	Recreation	Water	Mined	Natural Area
Water Quantity	Water Quantity – Rangeland Hydrologic Cycle	X	X	X	X	X	X							X		X
	Excessive Seepage															
	Excessive Runoff, Flooding, or Ponding				X	X	X					X	X	X		
	Excessive Subsurface Water		X	X		X	X									
	Drifted Snow					X					X	X	X			
	Inadequate Outlets															
	Inefficient Water Use on Irrigated Land	X	X	X												
	Inefficient Water Use on Non-irrigated Land															
	Reduced Capacity of Conveyances by Sediment Deposition											X		X		
	Reduced Storage of Water Bodies by Sediment Accumulation													X		
	Aquifer Overdraft															
	Insufficient Flows in Watercourses	X	X	X	X	X	X	X	X	X			X	X		X
Water Quality, Groundwater	Harmful Levels of Pesticides in Groundwater															
	Excessive Nutrients and Organics in Groundwater															
	Excessive Salinity in Groundwater															
	Harmful Levels of Heavy Metals in Groundwater	X														
	Harmful Levels of Pathogens in Groundwater															
	Harmful Levels of Petroleum in Groundwater															
Water Quality, Surface	Harmful Levels of Pesticides in Surface Water															
	Excessive Nutrients and Organics in Surface Water															
	Excessive Suspended Sediment and Turbidity in Surface Water	X	X	X	X	X	X									
	Excessive Salinity in Surface Water															
	Water Quality – Colorado River Excessive Salinity															
	Harmful Levels of Heavy Metals in Surface Water															
	Harmful Temperatures of Surface Water	X	X	X	X	X										
	Harmful Levels of Pathogens in Surface Water															
	Harmful Levels of Petroleum in Surface Water															

Precipitation and Streams



		ACRES	ACRE-FEET
Irrigated Adjudicated Water Rights	Surface		
	Well		
	Total Irrigated Adjudicated Water Rights	0.00	0.00
Stream Flow Data	USGS 10129500 WEBER RIVER NEAR WANSHP, UT	Total Avg. Yield	24,889
		May-Sept Yield	9,975
		MILES	PERCENT
Stream Data	Total Miles - Major (100K Hydro GIS Layer)	2,372	n/a
	303d (DEQ Water Quality Limited Streams)	1,385	58%

		Irrigation Efficiency:	<40%	40 - 60%	>60%
Percentage of Total Acreage	Cropland		70%	25%	5%
	Pastureland		70%	30%	0%

Watersheds & Total Maximum Daily Load (TMDL)

Plans, Studies and			
NRCS Watershed Projects		NRCS Watershed Plans, Studies & Assessments	
Name	Status	Name	Status
East Canyon	Implementation phase	Echo Watershed	Planning phase
DEQ TMDL's		NRCS Comprehensive Nutrient Management Plans	
Name	Status	Number	Status
East Canyon Silver Creek	EPA Approved - 2000 In Progress		Planned Implemented

AFO/CAFO

Animal Feeding Operations (AFO)						
Animal Type	Dairy	Feed Lot (Cattle)	Poultry	Swine	Mink	Other
No. of Farms	3	60	0	0	7	10
No. of Animals	300	900	0	0	7000	200

Potential Confined Animal Feeding Operations (PCAFO)						
Animal Type	Dairy	Feed Lot (Cattle)	Poultry	Swine	Mink	Other
No. of Farms	5	12	0	0		
No. of Animals	800	500	0	0		

Confined Animal Feeding Operations - Utah CAFO Permit					
Animal Type	Dairy	Feed Lot (Cattle)	Poultry	Swine	Other
No. of Permitted Farms	0	0	0	0	0
No. of Permitted Animals	0	0	0	0	0

Resource Concerns – AIR, PLANTS, ANIMALS

Categories	Specific Resource Concern / Issue	Crop	Hay	Pasture	Grazed Range	Grazed Forest	Pasture Native/Naturalized	Wildlife	Watershed Protection	Forest	Headquarters	Urban	Recreation	Water	Mined	Natural Area
Air Quality	Particulate matter less than 10 micrometers in diameter (PM 10)															
	Particulate matter less than 2.5 micrometers in diameter (PM 2.5)															
	Excessive Ozone															
	Excessive Greenhouse Gas: CO2 (carbon dioxide)															
	Excessive Greenhouse Gas: N2O (nitrous oxide)															
	Excessive Greenhouse Gas: CH4 (methane)															
	Ammonia (NH3)															
	Chemical Drift															
	Objectionable Odors															
	Reduced Visibility															
	Undesirable Air Movement															
	Adverse Air Temperature															
Plant Suitability	Plants not adapted or suited	X	X	X												
Plant Condition	Plant Condition – Productivity, Health and Vigor	X	X	X												
	Threatened or Endangered Plant Species: Plant Species Listed or Proposed for Listing under the Endangered Species Act															
	Threatened or Endangered Plant Species: Declining Species, Species of Concern															
	Noxious and Invasive Plants	X	X	X	X	X								X		
	Forage Quality and Palatability	X	X	X	X											
	Plant Condition – Wildfire Hazard				X	X										
Fish and Wildlife	Inadequate Food															
	Inadequate Cover/Shelter															
	Inadequate Water															
	Inadequate Space															
	Habitat Fragmentation											X				
	Imbalance Among and Within Populations															
	Threatened and Endangered Species: Species Listed or Proposed for Listing under the Endangered Species Act															
Domestic Animals	Inadequate Quantities and Quality of Feed and Forage	X	X	X												
	Inadequate Shelter	X	X	X												
	Inadequate Stock Water															
	Stress and Mortality															

Noxious Weeds

Utah Noxious Weed List

The following weeds are officially designated and published as noxious for the State of Utah, as per the authority vested in the Commissioner of Agriculture under Section 4-17-3, Utah Noxious Weed Act:

- Bermudagrass** (*cynodon dactylon*)
- Canada thistle (*cirsium arvense*)
- Diffuse knapweed (*centaurea diffusa*)
- Dyers woad (*isatis tinctoria* L)
- Field bindweed (Wild Morning Glory) (*convolvulus arvensis*)
- Hoary cress (*cardaria drabe*)
- Johnsongrass (*sorghum halepense*)
- Leafy spurge (*euphorbia esula*)
- Medusahead (*taeniatherum caput-medusae*)
- Musk thistle (*carduus mutans*)
- Perennial pepperweed (*lepidium latifolium*)
- Perennial sorghum (*sorghum halepense* L & *sorghum alnum*)
- Purple loosestrife (*lythrum salicaria* L.)
- Quackgrass (*agropyron repens*)
- Russian knapweed (*centaurea repens*)
- Scotch thistle (*onopordum acanthium*)
- Spotted knapweed (*centaurea maculosa*)
- Squarrose knapweed (*centaurea squarrosa*)
- Yellow starthistle (*centaurea solstitialis*)

There are no additional noxious weeds declared by Summit County (2003).

Wildlife Species of Greatest Conservation Need

The Utah Comprehensive Wildlife Conservation Strategy (CWCS) prioritizes native animal species according to conservation need. At-risk and declining species in need of conservation were identified by examining species biology and life history, populations, distribution, and threats. The following table lists species of greatest conservation concern in the county.

AT-RISK SPECIES				
	Common Name	Group	Primary Habitat	Secondary Habitat
FEDERALLY-LISTED				
Endangered:	Black-footed Ferret (extirpated)	Mammal	Grassland	High Desert Scrub
Threatened:	Bald Eagle	Bird	Lowland Riparian	Agriculture
	Canada Lynx	Mammal	Sub-Alpine Conifer	Lodgepole Pine
	Brown (Grizzly) Bear (extirpated)	Mammal	Mixed Conifer	Mountain Shrub
Candidate:	Yellow-billed Cuckoo	Bird	Lowland Riparian	Agriculture
Proposed:	(None)			
STATE SENSITIVE				
Conservation Agreement Species:	Columbia Spotted Frog	Amphibian	Wetland	Wet Meadow
	Northern Goshawk	Bird	Mixed Conifer	Aspen
	Bonneville Cutthroat Trout	Fish	Water - Lotic	Mountain Riparian
	Colorado River Cutthroat Trout	Fish	Water - Lotic	Mountain Riparian
	Bluehead Sucker	Fish	Water - Lotic	Mountain Riparian
Species of Concern:	Bobolink	Bird	Wet Meadow	Agriculture
	Deseret Mountainsnail	Mollusk	Mountain Shrub	Rock
	Ferruginous Hawk	Bird	Pinyon-Juniper	Shrubsteppe
	Greater Sage-grouse	Bird	Shrubsteppe	
	Leatherside Chub	Fish	Water - Lotic	Mountain Riparian
	Lewis's Woodpecker	Bird	Ponderosa Pine	Lowland Riparian
	Long-billed Curlew	Bird	Grassland	Agriculture
	Smooth Greensnake	Reptile	Mountain Riparian	Wet Meadow
	Three-toed Woodpecker	Bird	Sub-Alpine Conifer	Lodgepole Pine
	Western Pearlshell	Mollusk	Water - Lotic	Mountain Riparian
	Western Toad	Amphibian	Wetland	Mountain Riparian

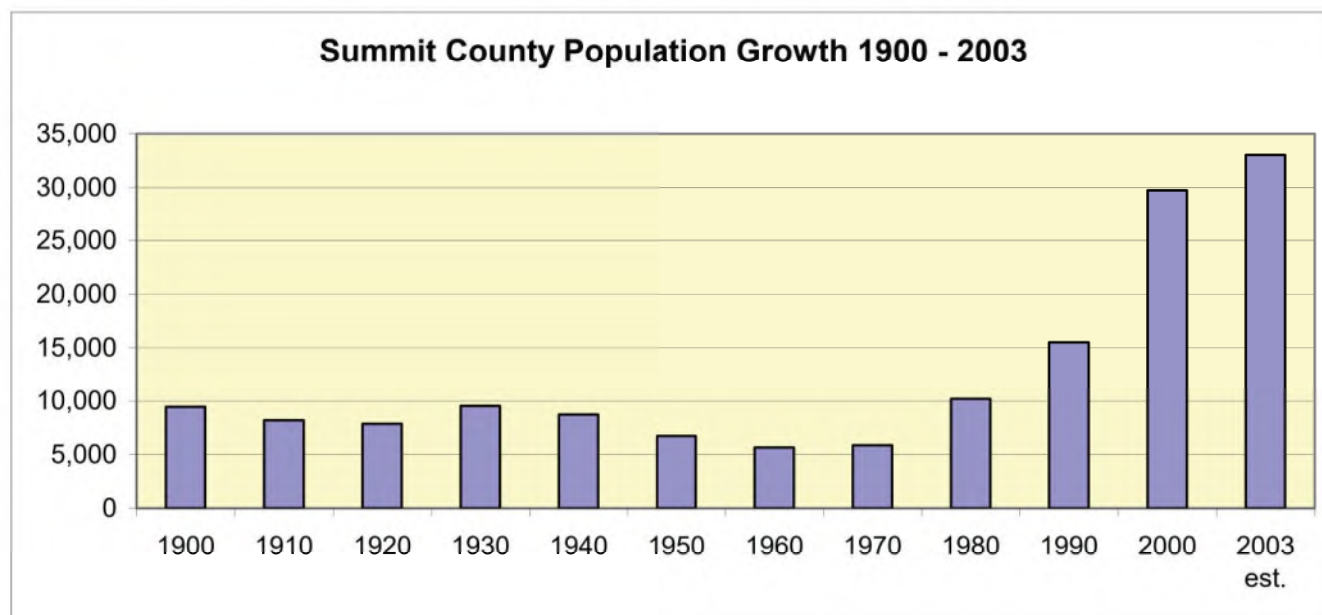
*Definitions of habitat categories can be found in the Utah Comprehensive Wildlife Conservation Strategy.

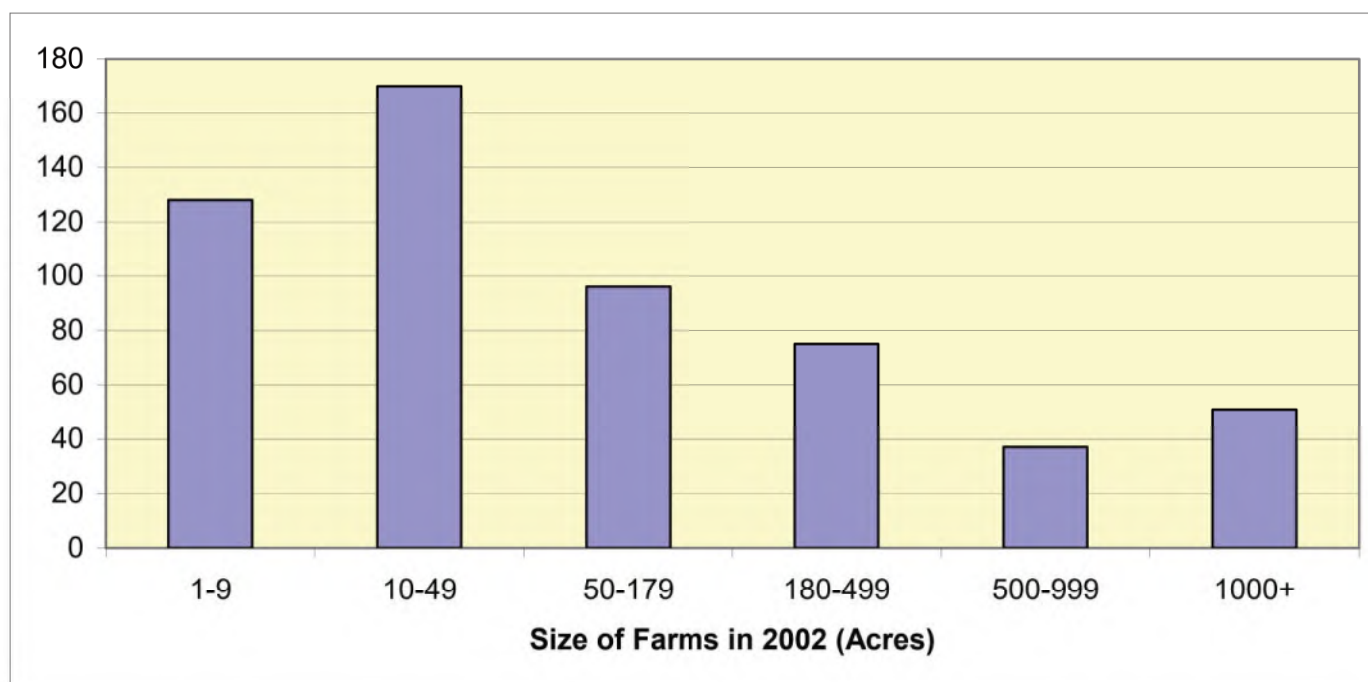
The Utah CWCS also prioritizes habitat categories based on several criteria important to the species of greatest conservation need. The top ten key habitats state-wide are (in order of priority):

- 1) **Lowland Riparian** (riparian areas <5,500 ft elevation; principal vegetation: Fremont cottonwood and willow)
- 2) **Wetland** (marsh <5,500 ft elevation; principal vegetation: cattail, bulrush, and sedge)
- 3) **Mountain Riparian** (riparian areas >5,500 ft elevation; principal vegetation: narrowleaf cottonwood, willow, alder, birch and dogwood)
- 4) **Shrubsteppe** (shrubland at 2,500 - 11,500 ft elevation; principal vegetation: sagebrush and perennial grasses)
- 5) **Mountain Shrub** (deciduous shrubland at 3,300 - 9,800 ft elevation; principal vegetation: mountain mahogany, cliff rose, bitterbrush, serviceberry, etc.)
- 6) **Water - Lotic** (open water; streams and rivers)
- 7) **Wet Meadow** (water saturated meadows at 3,300 - 9,800 ft elevation; principal vegetation: sedges, rushes, grasses and forbs)
- 8) **Grassland** (perennial and annual grasslands or herbaceous dry meadows at 2,200 - 9,000 ft elevation)
- 9) **Water - Lentic** (open water; lakes and reservoirs)
- 10) **Aspen** (deciduous aspen forest at 5,600 - 10,500 ft elevation)

Resource Concerns – SOCIAL AND ECONOMIC

Categories	Specific Resource Concern / Issue	Crop	Hay	Pasture	Grazed Range	Grazed Forest	Pasture Native/Naturalized	Wildlife	Watershed Protection	Forest	Headquarters	Urban	Recreation	Water	Mined	Natural Area
Social and Economic	Non-Traditional Landowners and Tenants	X	X	X												
	Urban Encroachment on Agricultural Land	X	X	X												
	Marketing of Resource Products															
	Innovation Needs															
	Non-Traditional Land Uses							X	X	X			X			
	Population Demographics, Changes and Trends	X	X	X								X				
	Special Considerations for Land Mangement (High State and Federal Percentage)				X	X		X	X	X			X	X		X
	Active Resource Groups (CRMs, etc)	X	X	X	X	X	X	X	X	X			X	X		X
	Full Time vs Part Time Agricultural Communities	X	X	X	X	X	X									
	Size of Operating Units	X	X	X												
	Land Removed from Production through Easments															
	Land Removed from Production through USDA Programs															
Other																

Census and Social Data



Number of Farms: 557

Number of Operators:

- Full-Time Operators: 277
- Part-Time Operators: 280

Public Survey/Questionnaire Results:

Footnotes / Bibliography

1. General information about Summit County obtained from the official Summit County website: <http://utahreach.org/summit/visitor/HISTORY.HTM>
2. Location and land ownership maps made using GIS shapefiles from the Automated Geographical Reference Center (AGRC), a Utah State Division of Information Technology. Website: <http://agrc.utah.gov/>
3. Land Use/Land Cover layer developed by the Utah Department of Water Resources. A polygon coverage containing water-related land-use for all 2003 agricultural areas of the state of Utah. Compiled from initial USGS 7.5 minute Digital Raster Graphic waterbodies, individual farming fields and associated areas are digitized from Digital Orthophotos, then surveyed for their land use, crop type, irrigation method, and associated attributes.
4. Prime and Unique farmlands derived from SURGO Soils Survey UT607 and Soil Data Viewer. Definitions of Prime and Unique farmlands from U.S. Geological Survey, http://water.usgs.gov/eap/env_guide/farmland.html#HDR5
5. Land Capability Classes derived from SURGO Soils Survey UT607 and Soil Data Viewer.
6. Tons of Soil Loss by Water Erosion data gathered from National Resource Inventory (NRI) data. Estimates from the 1997 NRI Database (revised December 2000) replace all previous reports and estimates. Comparisons made using data published for the 1982, 1987, or 1992 NRI may produce erroneous results. This is due to changes in statistical estimation protocols, and because all data collected prior to 1997 were simultaneously reviewed (edited) as 1997 NRI data were collected. In addition, this December 2000 revision of the 1997 NRI data updates information released in December 1999 and corrects a computer error discovered in March 2000. For more information: <http://www.nrcs.usda.gov/technical/NRI/>
7. Precipitation data was developed by the Oregon Climate Service at Oregon State University using average monthly or annual precipitation from 1960 to 1990. Publication date: 1998. Data was downloaded from the Resource Data Gateway, <http://dgateway-wb01.lighthouse.itc.nrcs.usda.gov/lighthouse>
8. Irrigated Adjudicated Water Rights obtained from the Utah Division of Water Rights.
9. Stream Flow data from USGS Utah Water Science Center Surface-water data found at <http://waterdata.usgs.gov/ut/nwis/sw>.
10. Stream length data calculated using ArcMap and 100k stream data from AGRC and 303d waters from the Utah Department of Environmental Quality.
11. Watershed information from Natural Resources Conservation Service Ogden Service Center Office staff.
12. The 2003 noxious weed list was obtained from the State of Utah Department of Food and Agriculture. For more information contact Steve Burningham, 801-538-7181 or visit their website at http://ag.utah.gov/plantind/noxious_weeds.html

13. Wildlife information derived from the Utah Division of Wildlife Resources' Comprehensive Wildlife Conservation Strategy (CWCS) (<http://wildlife.utah.gov/cwcs/>) and from the Utah Conservation Data Center (<http://dwrcdc.nr.utah.gov/ucdc/>).
14. County population data from the U.S. Census Bureau, Utah Quick Facts, <http://quickfacts.census.gov/qfd/states/49000.html>
15. Farm information obtained from the National Agricultural Statistics Service, 2002 Census of Agriculture. <http://www.nass.usda.gov/census/census02/volume1/index2.htm>

WASATCH COUNTY RESOURCE ASSESSMENT

APRIL 2013

Conserving Natural Resources For Our Future

WASATCH COUNTY CONSERVATION DISTRICT



Acknowledgments

Wasatch County Conservation District

with the:

Utah Association of Conservation Districts (UACD)
Utah Department of Agriculture and Food (UDAF)
Natural Resources Conservation Service (NRCS)

in partnership with the:

Utah Conservation Commission

Utah Conservation Districts Zones 1 - 7
Utah Association of Conservation Districts
Utah Department of Agriculture and Food
Utah Department of Environmental Quality
Utah Department of Natural Resources
Utah Division of Forestry, Fire and State Lands
Utah Grazing Board (Chair and Vice-Chair)
Utah School and Institutional Trust Lands Administration
Utah State University Cooperative Extension
Utah Weed Supervisor Association

Utah Partners for Conservation and Development (UtahPCD)

State Agencies and Organizations

Utah Association of Conservation Districts
Utah Department of Agriculture and Food
Utah Department of Community and Culture
Utah Department of Environmental Quality
Utah Department of Natural Resources
Utah Resource Conservation & Development Councils
Utah School and Institutional Trust Lands Administration
Utah State University College of Natural Resources
Utah State University Cooperative Extension
Utah Energy Office

Federal Agencies

U.S. Department of Interior
Bureau of Land Management
U.S. Fish and Wildlife Service
Bureau of Reclamation
U.S. Department of Agriculture
U.S. Forest Service
Natural Resources Conservation Service
Agriculture Research Service
Farm Service Agency

Other

State Historical Preservation Office
Governor's Office of Planning and Budget

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Robert Gappmayer, Supervisor
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Ivan Spencer - Wasatch County

Water Conservation

Devin McKrola - Central Utah Water Conservancy District

Plants and Rangeland

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Table of Contents

• Executive Summary	ii
Why a Resource Assessment? • Natural Resource Priorities and Concerns • General Resource Observations	
• Introduction	I
Conservation District Movement • Conservation Progress • Public Outreach	
• County Overview	2
Background	
• Natural Resource Priorities and Concerns	4
Noxious Weeds • Water Quality & Conservation • Small Acreage Agriculture • Wildlife Habitat • Forest Health	
• General Resource Observations	14
Soil • Water • Air & Climate • Plants • Animals • Humans: Social & Economic Considerations	
• References	26
Map & GIS Data Sources • References	

Wasatch County Resource Assessment : Executive Summary



Why a Resource Assessment?

The Wasatch Conservation District has developed this resource assessment with the goal that conservation efforts in the county address the most important local resource needs. This report identifies natural and social resources present in Wasatch County and details specific areas of concern. Local, state, and regional entities can use this assessment to develop county resource management plans or to target conservation assistance needs.

We recognize that all who could have provided information may not have had the opportunity. This document is dynamic and will be updated as additional information becomes available.

Your comments are requested:

Wasatch Conservation District
PO Box 545
Heber City, Utah 84032
<http://wasatchconservationdistrict.org/>

Natural Resource Priorities and Concerns

The Wasatch Conservation District has identified five natural priorities and concerns. These priorities receive special emphasis because of their immediate significance to Wasatch County.

1. **Noxious and Invasive Weeds:** Thistle, leafy spurge, toadflax, and knapweed.
2. **Water Quality and Water Conservation:** Watershed health of Deer Creek, Jordanelle, and Strawberry reservoirs and water conservation efforts.
3. **Small Acreage Agriculture:** Sustainability and urbanization.
4. **Wildlife Habitat:** Sage-grouse and impacts of the wildlife-urban interface.
5. **Forest Health:** Declining aspen forests and soil erosion.

General Resource Observations

Natural and social resources are categorized as soil, water, air, plants, animals, and humans (SWAPA+H). This assessment describes the general condition of these resources and highlights additional concerns in each category. As opportunities become available to address these issues, and as circumstances change, their emphasis should be elevated accordingly.

*Conservation districts
provide local leadership and education to
connect private property owners with state
and federal assistance to improve, protect,
and sustain Utah's soil, water, and
related natural resources.*

The Conservation District Movement

The Dust Bowl of the 1930s brought the beginning of national programs for conserving soil and water resources in the United States. On April 27, 1935, Congress declared soil erosion “a national menace” and established the Soil Erosion Service. Since then, the agency was been changed to the Natural Resources Conservation Service (NRCS). Seeing a need for local input, farmers were allowed to set up their own districts to direct soil conservation practices in May of 1936. Today, Utah has 38 conservation districts.

Conservation Progress

Since the organization of the Wasatch County Conservation District in 1949, great strides have been made toward increasing and sustaining natural resources in Wasatch County. The 2005 resource assessment listed the most critical resource concerns as 1) invasive and noxious weeds, 2) impacts of urban and suburban growth, 3) watershed health and water quality, and 4) soil erosion and condition. The 2013 resource assessment provides an opportunity to evaluate the progress made during the last several years and to set new goals to address the highest priority conservation needs in Wasatch County.

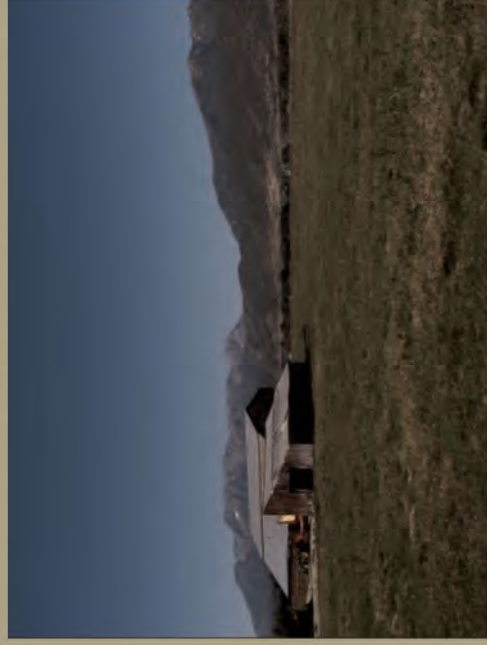
Public Outreach

In April 2011, the Wasatch County Conservation District conducted a public meeting to determine which resources in the county were of major concern and which conservation issues were most pressing. Comments received at the meeting indicated that invasive and noxious weeds are still a major concern, as well as water quality and urban and suburban growth. Other top concerns included small acreage agriculture, wildlife habitat, specifically concerning sage-grouse, and forest health, concerning both aspen and beetle killed conifers.

Photo courtesy of USDA NRCS



Wind-devastated farmland during the Dust Bowl.



Farmland in Heber City, Utah. Photo courtesy of Ivan Spencer.

Wasatch County Overview

Background

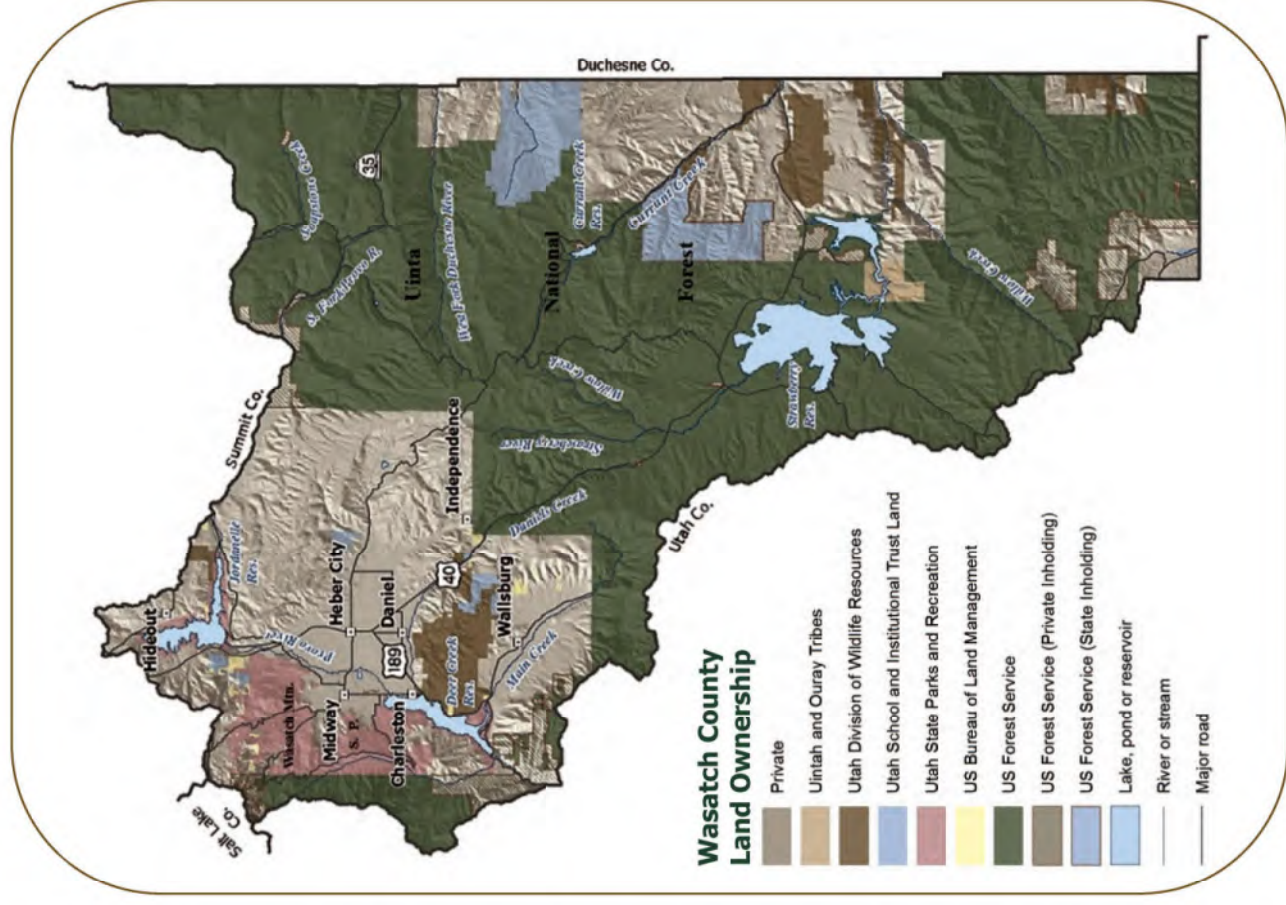
Wasatch County is located in north-central Utah, between the Great Basin and the Uintah Basin, and has a total land area of approximately 1,176 square acres.¹ Much of the county's area is mountainous, except for Strawberry, Round, and Heber valleys. The county's highest peaks top 10,000 feet, and over half of the land is 7,500 feet above sea level.²

Wasatch in Ute means "mountain pass" or "low pass over high range". The first settlers came into Wasatch County from Utah Valley in the spring of 1859 and located a short distance north of present day Heber City. In 1862 the territorial legislature created Wasatch County, which then included all of the Uinta Basin. The last boundary change occurred in 1914 when Duchesne County was created out of the eastern half of Wasatch County.²

The county is divided into two watersheds—the Colorado and the Great Basin drainage systems. The southern part of the county drains to the Colorado River by way of the Strawberry River; however, most of the water is diverted through tunnels to Utah County. With three large man-made reservoirs, Jordanelle, Strawberry, and Deer Creek, Wasatch County is a popular recreational area. The climate zone, classified as undifferentiated highlands, offers cool summers and very cold winters. The average annual precipitation is approximately sixteen inches.²

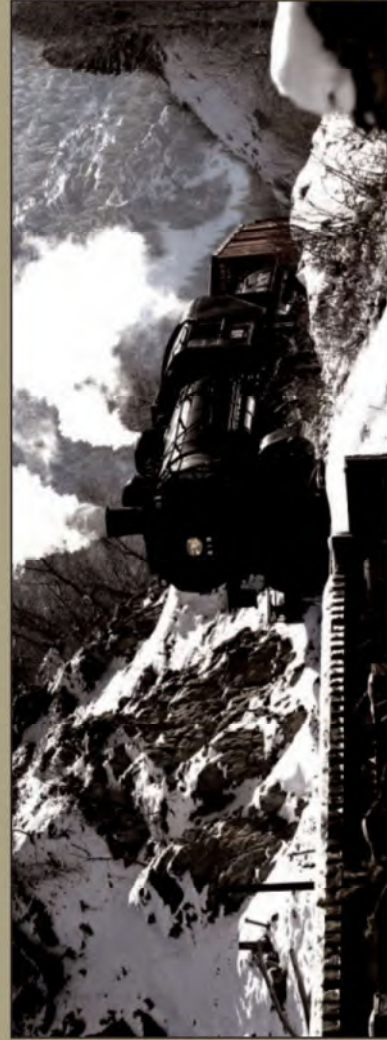
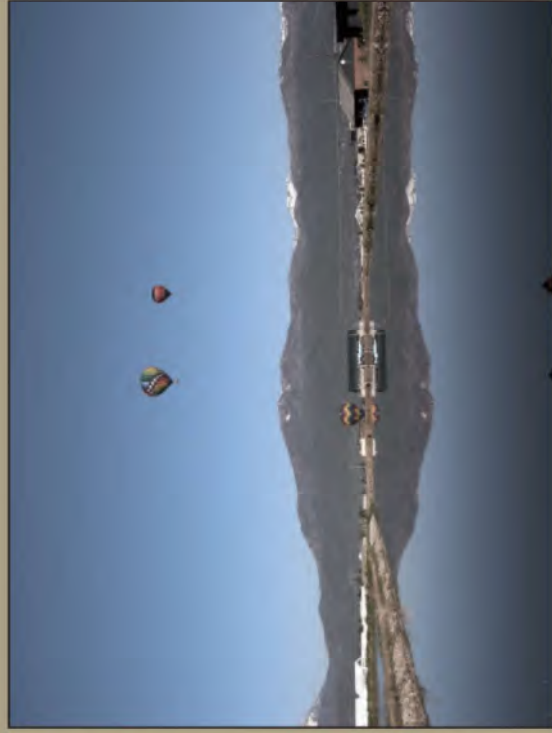
In 2010, the population of Wasatch county was 23,530. Median family income was \$65,204. At 82.8%, Wasatch county's racial makeup was primarily white.¹

Nearly all of the county's population and irrigated agricultural lands are located in the Heber and Round valleys. Heber Valley contains the incorporated communities of Heber City, Midway, and Charleston, while Round Valley contains the town of Wallsburg.



¹ U.S. Census Bureau

² Utah Association of Counties



WASATCH COUNTY

Photo credits clockwise from top left: Fort Douglas Military Museum Living History Detachment, by Tori Elwell; white fir, by Brock Benson; sprinkler irrigation wheel line, by Jane Giles; hot air balloons rise above irrigation diversion structure, by Jane Giles; and Steam Engine 618 on Wildwood Bridge in Provo Canyon, by the Heber Valley Railroad.

NOXIOUS WEEDS

The invasion of noxious weeds has been likened to a raging biological wildfire out of control and spreading rapidly. With more than 7,000 acres affected, noxious weeds are a major concern throughout Wasatch County.

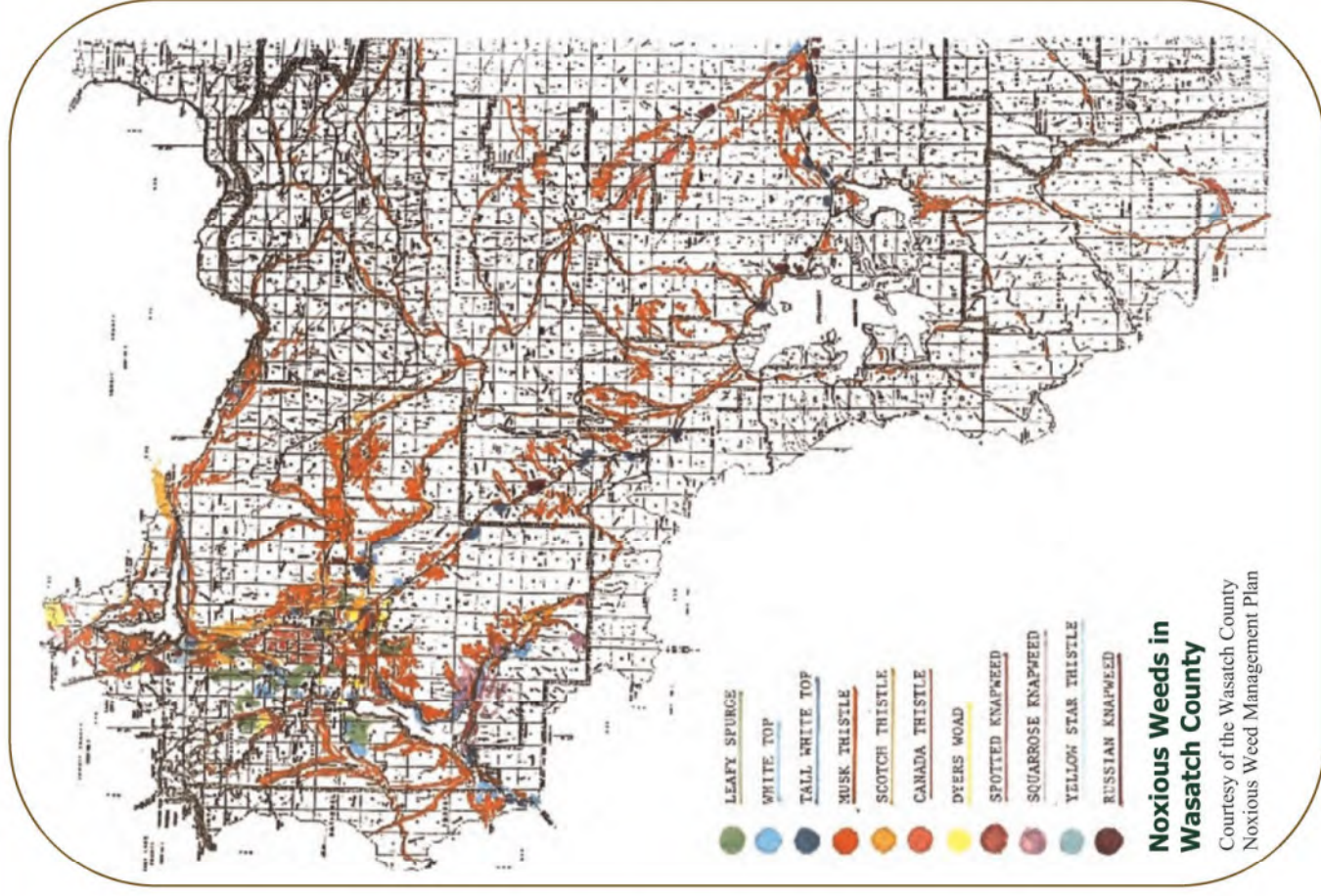
If weed infestations spread without control or containment, large acreages of land used for farming, grazing, or recreation will become completely useless. Noxious weeds have been known to reduce property values, reduce forage for livestock and wildlife, increase soil erosion, displace native plants species, which reduces biodiversity, and reduce field production.

Many noxious weeds are toxic to animals. Leafy spurge can be poisonous to cattle and contact can cause blindness. Yellowstar thistle and Russian Knapweed are toxic to horses. Houndstongue is poisonous to both horses and cattle. The seeds, stems and leaves of poison hemlock and black henbane are poisonous to people and animals. Musk, Scotch, and Canada thistle along streams, rivers, and lake shores can become so thick that it may affect those wanting to fish.

On rangelands, noxious weeds like leafy spurge can displace native grasses and forbs, which reduces the forage for livestock and big game animals. This in turn reduces the carrying capacity of rangelands, reduces ground cover, and increases the potential for soil erosion.³



*A Canada thistle patch in Heber City.
Photo courtesy of Jane Giles.*



³ Coordinated Noxious Weed Management Plan for Wasatch County

Prevention and Early Detection

Weeds are a problem for everyone. Federal, state, and local agencies and private landowners are responsible for the noxious weeds present on their lands. Prevention, early detection, control, and eradication of noxious weeds are the most practical means of weed management. Listed below are things that can be done to control the spread of noxious weeds.

- **Education.** Learn to identify the problem weeds of Wasatch County.
- **Buy only certified weed-free hay.**
- **Avoid planting noxious weeds as an ornamental or in landscaping,** such as Russian olive, tamarisk, or sulfur cinquefoil.
- **Be aware of hitchhikers.** Weed seeds attach themselves to clothing when hiking, hunting, fishing, or working. Pets and animals can also carry hitchhikers.
- **Bird feeders beware.** Some bird seed mixtures can be loaded with noxious and invasive weed seeds.
- **Know its origin.** Gravel, road fill, and topsoil can be contaminated with seeds.
- **Control.** Each weed is different, and the way to control one might not work for another. The County Weed Supervisor is a great source for information on weed control.³

Current Weed Control Efforts

Wasatch County Weed Department

The weed department focuses primarily on weed control efforts on county land. They track infestations and advise landowners on proper maintenance.

Wasatch County Weed Board

County weed boards are responsible for the formulation and implementation of county-wide coordinated noxious weed control programs designed to prevent and control noxious weeds.

Wasatch County Coordinated Weed Management Area (CWMA)

The Wasatch County CWMA is the main tool to obtain cooperation and coordination of the noxious weed program among land management agencies and private landowners. The CWMA has resulted in increased sharing of expertise, information, and resources and provides a process to improve the efficiency and effectiveness of the noxious weed program in Wasatch County.

Wasatch County Noxious Weeds List

Listed below are the major weeds that are problematic in Wasatch County.

Class A

- Blackhenbane
- Leafy Spurge
- Johnson Grass
- Spotted Knapweed
- Yellowstar Thistle
- Yellow Toadflax
- Russian Knapweed
- Salt Cedar
- Dyers Wood
- Oxeye Daisy
- Perennial Pepperweed
- Poison Hemlock
- Scotch Thistle
- Squarrose Knapweed

Class C

- Bermuda Grass
- Canada Thistle
- Diffuse Knapweed
- Field Bindweed
- Medusa Head
- Purple Loosestrife
- Quack Grass
- St. Johnswort
- Sulfur Cinquefoil

Class B

- Tall White Top
- Dalmatian Toadflax
- Houndstongue
- Musk Thistle

Class A weeds are relatively minor in extent and density but pose a well known threat to native plant communities and should be a top priority with eradication as the ultimate goal. Class B weeds are meant to be contained and controlled, with the goal of halting the spread. Class C weeds should be watched closely and contained when possible. The goal, however, is not to stop the spread but to disseminate education, research, and biological control for those that want management of the weed.

WATER QUALITY & CONSERVATION

The water quality of Jordanelle Reservoir is very good. It has a moderate hardness, with early total phosphorus parameters exceeding state standards. This is not unusual, as elevated phosphorus levels are expected during the early stages of a new reservoir. There are three water bodies on the 303 (d) list of impaired waters in the county.

Strawberry Reservoir

High total phosphorus and low dissolved oxygen concentrations in Strawberry Reservoir have exceeded the state's water quality standards for its cold-water fisheries beneficial use designation. Though listed, analyses seem to indicate a fairly healthy reservoir. However, small bays and deep portions of the reservoir do experience unfavorable conditions at certain times of the year.

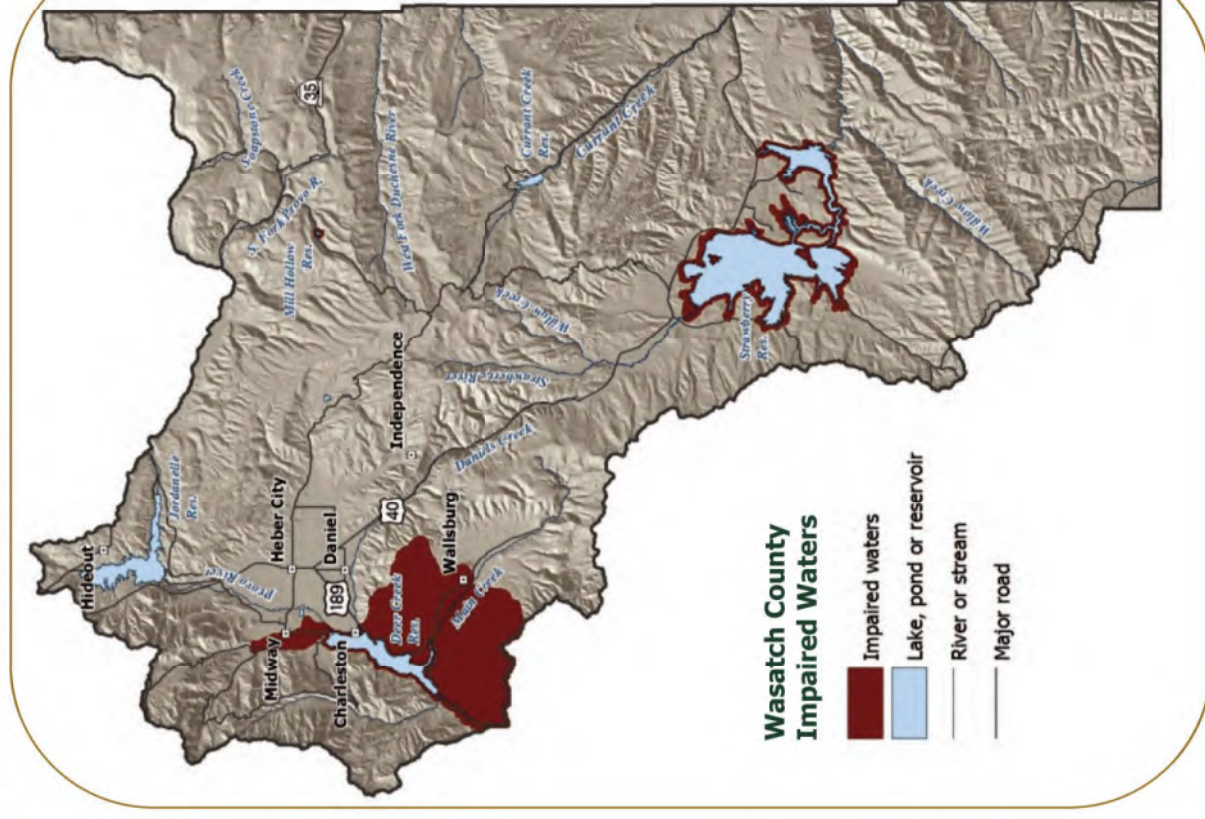
Mill Hollow Reservoir

Parameters that have exceeded state water quality standards for defined beneficial uses are phosphorus and dissolved oxygen. On occasion, when a heavy algal bloom is in progress, pH values will exceed the criteria of 9.0.

Deer Creek Reservoir

Deer Creek has been identified as a priority target for the state's water quality improvement effort. Past water quality monitoring has shown that Deer Creek Reservoir regularly exceeded state water quality criteria for total phosphorus and dissolved oxygen. Erosion has been identified as one of the major sources of phosphorus into the reservoir. Main Creek has high concentrations of nutrients and sediments in its flow to Deer Creek Reservoir. The high sediments indicate that stream bank stabilization is a likely problem.⁴ To address the issues, a large stream restoration project along Main Creek will begin fall of 2013 in Wallsburg.

Streams and lakes not meeting their water quality standards are identified on the state's 303 (d) list, per the Clean Water Act. This section of the act also requires states to develop and implement plans to improve water quality to meet these standards.



⁴ Utah DEQ, DWQ, Watersheds, Lakes and Reservoirs.

Water Quality Issues

Stream-bank Erosion: Sediment is probably one of the most easily recognized water quality issues. Turbid water decreases light penetration, interferes with plant growth, and decreases species diversity. Sediment also decreases the storage capacity of lakes and reservoirs. Solutions include stream fencing, proper grazing management, stream restoration, bank stabilization, and riparian vegetation establishment.

Nutrients: Increases of phosphorus and nitrogen into receiving waters results in an increase of plant and algae growth, which can lead to increased eutrophication rates. Highly enriched conditions result in changes in taste, color, and odor of drinking water and a significant decrease in organism diversity. Solutions include stream fencing, proper grazing management, berms, stream restoration, and riparian vegetation establishment.⁵

Wasatch County Water Efficiency Project

Completed in the spring of 2001, the Wasatch County Water Efficiency Project increased water use efficiency throughout Wasatch County. Approximately 9.5 miles of canal were lined with concrete. Pipelines, regulating ponds, and pump stations were installed to distribute water from the canals to nine participating irrigation companies on the east side of the Heber Valley, and approximately 9.2 miles of stream were enhanced. Due to the conserved water, the efficiency project was able to replace the water that was diverted from the upper Strawberry trans-basin diversion structure, allowing for the removal of the structure and returning the diverted water to the Strawberry River Watershed and increasing the natural stream flow. Termination of the trans-basin diversion and the increased flow of approximately 2,900 acre feet of water has improved the fishery in the Strawberry River.

A major water use change was the conversion of 3,675 acres of farmland from flood to sprinkler irrigation. Overall, irrigation use efficiency on the converted lands increased from 35 percent to approximately 65 percent. The second type of water use change was an improvement in water availability, primarily during years with low precipitation. Since the completion of the project, producers have reported an increase in crop yields.

Additional uses for the conserved water includes supplemental in-stream flows and the maintenance of wetland areas.⁶



Wasatch County Water Efficiency Project cement canal lining.



Regulation pond. Photos courtesy Jane Giles

SMALL ACREAGE AGRICULTURE

The unprecedented movement of people from cities and towns into formerly rural areas has created many problems in sanitation, flood control, and road and building construction, as well as farming. Summer home developments have already started in several parts of the Heber Valley Area. Many summer and year-round homes have been built in the mountains and foothills west and northwest of Midway. Expanding population into Wasatch County will require additional public services and such facilities as schools, churches, and recreational areas.

Land values in this area have taken a sharp rise in recent years. The median house value in Wasatch County was \$317,900 in 2006 to 2010 and has grown by 71.56% since 2000, which is much higher than the state average rate of 48.67%.⁷ This is mainly due to summer home site developments and other speculative ventures. The result of this rise in home and land value has made it almost prohibitive to purchase land for farming.

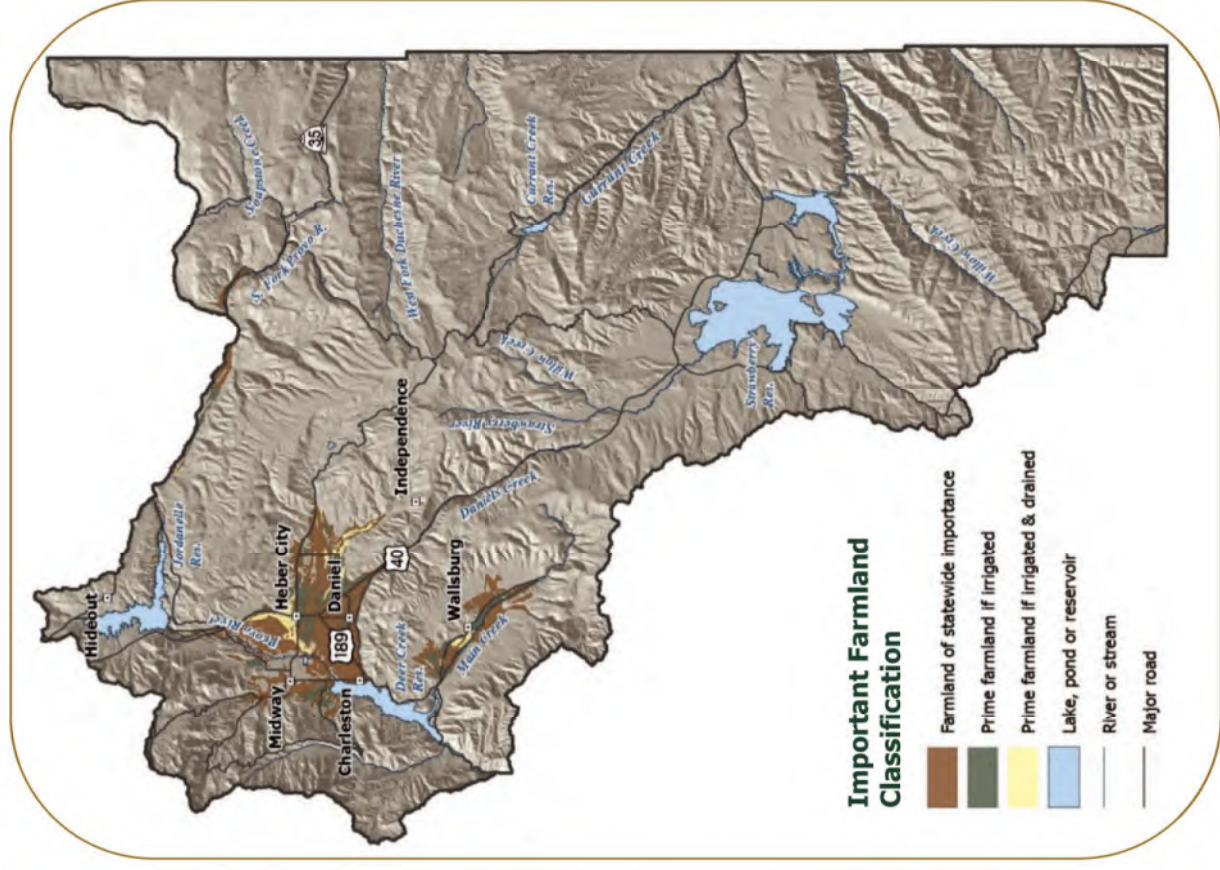
As Wasatch County continues to grow and develop, planners and land managers will need to consider the role productive farm lands and soils play in maintaining the economic viability of agriculture in the county.⁸

Farmland of Statewide Significance

Land identified by state agencies as important for agricultural use, but not of national significance, can be designated as statewide important farmland.

Prime Farmland

Prime farmland is a national designation for land that has the best combination of physical and chemical characteristics for producing food, feed, fiber, forage, oilseed, and other agricultural crops with minimum inputs of fuel, fertilizer, pesticides, and labor and without intolerable soil erosion.



⁷ USA.com, Wasatch County
⁸ Soil Survey, Heber Valley Area, Parts of Wasatch and Utah Counties

Loss of Agricultural Lands in Wasatch County

Contrasting aerial photos taken west of Heber City in 1993 and again in 2011 illustrate the intensity of urban development.



The Utah Agriculture Sustainability Task Force was created to address popular interest in agricultural land preservation and sustainability. The Task Force is offering 29 recommendations that are expected to protect and enhance Utah agriculture. The recommendations generally call for the creation of new laws and policies at the federal, state, and local levels that remove obstacles for safe modern farming and ranching. The full report can be found at: www.ag.utah.gov/divisions/conservation/documents/TaskForceSummaryNov162011.pdf.

WILDLIFE HABITAT

Aquatic Habitat

In 1999, the Utah Division of Wildlife Resources and the U.S. Bureau of Reclamation initiated the Provo River Restoration Project by creating new meanders, side channels, and wetland ponds in and around the Provo River. A multiple-thread meandering channel was created. The river was reconnected to existing remnants of historic secondary channels, and small side channels were inserted to recreate aquatic features. A significant amount of vegetation was added to provide the necessary environment for healthy fisheries. Side channels and ponds were created to improve fish habitat and create wetland habitat for wildlife.⁹

Mule Deer Habitat

Mule deer numbers are declining across the West, and recent deer hunts have been difficult for many Utah hunters. This issue has been—and continues to be—a top priority for Utah's wildlife managers. Over the past six years, the Division of Wildlife Resources (DWR) has invested tens of millions of dollars to implement a comprehensive deer-management plan and to help our struggling herds.

Photo Courtesy: Utah Division of Wildlife Resources



The DWR has launched a massive effort to restore mule deer habitat. It's the largest such initiative ever undertaken in Utah—and in the West. Over the past six years, the DWR and its many partners have improved mule deer habitat on more than 778,000 acres, at a cost of more than \$76 million. Habitat improvement projects often take a few years to pay off, but over the long term, this effort will result in healthier deer populations statewide. The current Utah deer-management plan (effective 2008–2013) includes an objective to improve another 500,000 acres of habitat.

Starting in early December each year, the DWR monitors individual mule deer herds on a weekly basis. Biologists look at both the deer and their winter range, assessing the following factors: snow depth, area temperatures, availability of forage, body condition (fat measurements), and depredation issues. If the deer fall below certain pre-established thresholds in three or more of these categories, the DWR is prepared to begin a supplemental feeding program to help them through the season.¹⁰



Photo Courtesy: Utah Reclamation Mitigation and Conservation Commission, by Tyler Alfred

Predator Control

Predator control is vital to the establishment of sage-grouse and other threatened and endangered species. It is observed that the increase in predators, through their protection, has resulted in the decrease of the sensitive species that wildlife agencies are trying to protect. The use of best management practices to control predators is needed to protect sensitive species.

Additional concerns exist regarding wildlife in Wasatch County. The following list shows a number of those concerns, as well as needs that, if observed, may help address fish and wildlife concerns.

Concerns

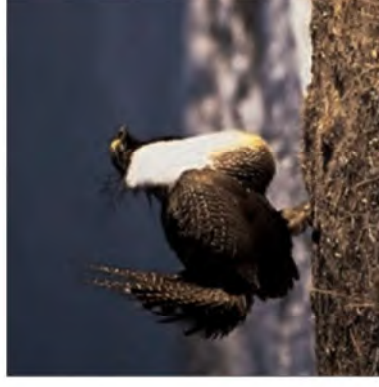
- Predators reducing the numbers of desired wildlife species.
- Habitat management instead of predator control, reducing acreage once available to grazing.
- Introduction of otters creating water use problems.
- Wolves potentially negatively impact citizens, livestock, and wildlife.
- Endangered species and sensitive species regulation impacting water and land use.
- Declining pollinator numbers.

Needs

- Improve management of predator numbers to restore historic populations of wildlife, especially where habitat is sufficient.
- Use livestock as a tool to improve habitat.
- Discourage otter introduction.
- Discourage wolf introduction.
- Collaborate and increase opportunities for local input on endangered and sensitive species-related regulation.
- Support and increase the number of pollinators through habitat enhancement and other measures.¹²

Greater Sage-Grouse

(*Centrocercus urophasianus*)



The greater sage-grouse is an icon of western sagebrush ecosystems. It is a large, rounded-winged, spike-tailed, ground-dwelling bird, about two feet tall and weighing from two to seven pounds. Females are a mottled brown, black, and white. Males are larger and have a large white ruff

around their neck and bright yellow air sacks on their chest.¹¹ Sagebrush is the predominant plant of quality habitat. A good understory of grasses and forbs, and associated meadow areas, are essential for optimum habitat. Male sage-grouse gather in traditional “strutting grounds” during March and April and put on spectacular courtship performance—strutting with their tails erect and spread and air sacs inflated. The principle winter food item is sagebrush leaves. During summer, the fruiting heads of sagebrush, leaves, and flower heads of clovers, dandelions, grasses, and other plants are eaten.¹²

Greater sage-grouse conservation is urgent. Once seen in great numbers across sagebrush landscapes of the West, sage-grouse have declined in number over the past one hundred years because of the loss, degradation, and fragmentation of the sagebrush habitats essential for their survival. Greater sage-grouse now occupy only about 56% of the habitat that was available to them before the arrival of settlers of European descent. Sagebrush ecosystems are home to a surprisingly abundant number of wildlife species that depend on this complex and often fragile ecosystem type. If sage grouse populations are in trouble, it means other sagebrush-dependent species are too.¹¹

FOREST HEALTH

Trees are identified as an important resource in Wasatch County. With the creation of a tree board, public awareness in Heber City is high. In 2010, Heber City was recognized as a Tree City. Not only are the trees located in the city important, but the surrounding mountainous woody vegetation are also of vital concern. Watershed health is dependent upon vegetation in order to increase water percolation and reduce soil erosion.¹³

In 2011, the U.S. Forest Service performed a forest health aerial detection survey within Wasatch County. The table to the right shows the type of species infected, number of trees, and acres affected. The results of the survey showed the biggest impact was contributed to a epidemic population of spruce beetle and spruce tree mortality.

Spruce beetle populations are rapidly expanding in some areas, causing entire drainages to be infested in the course of one year. In some cases nearly every mature spruce has been killed in multiple drainages, from the creek bottoms all the way up to the high elevations.

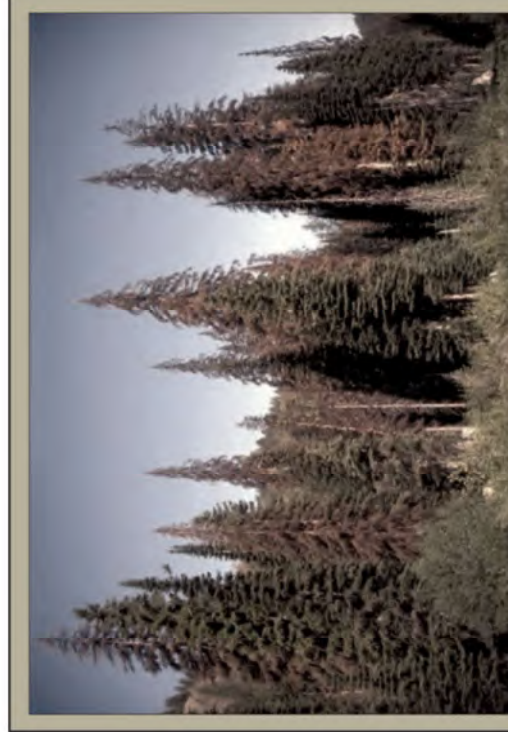
In Wasatch County substantial pockets of spruce mortality (over 20,000 trees killed) were detected on the northern end of the Heber Ranger District. High levels of Engelmann spruce mortality were mapped, centered around Duchesne Ridge and extending south to Trout Creek Ridge, north to Soapstone Basin, west to Bald Knolls, and east to the district boundary and along the Lake Creek drainage.

The spruce beetle still poses important management concerns for the heavily used recreation areas along the Wasatch Back.¹⁴

2011 Wasatch County Forest Health Aerial Detection Survey

Insect/Tree Species	Trees	Acres
Mountain Pine Beetle	815	490
Douglas-fir Beetle	587	285
Spruce Beetle	23,325	10,125
Fir Engraver	75	38
Subalpine Fir Mortality	615	312
Aspen Dieback/Decline		755
Aspen Defoliation		421

Forest Health Aerial Detection Survey



Beetle kill spruce. Photo courtesy PJ Abraham, Division of Forestry Fire and State Lands.

¹³ Heber City Corporation

¹⁴ Wasatch County Forest Health Resource Assessment

Aspen is another species in the county showing signs of stress and lack of regeneration. The two principle reasons associated with these observations are: succession of aspen forests to other vegetation types due to fire exclusion and heavy ungulate damage.

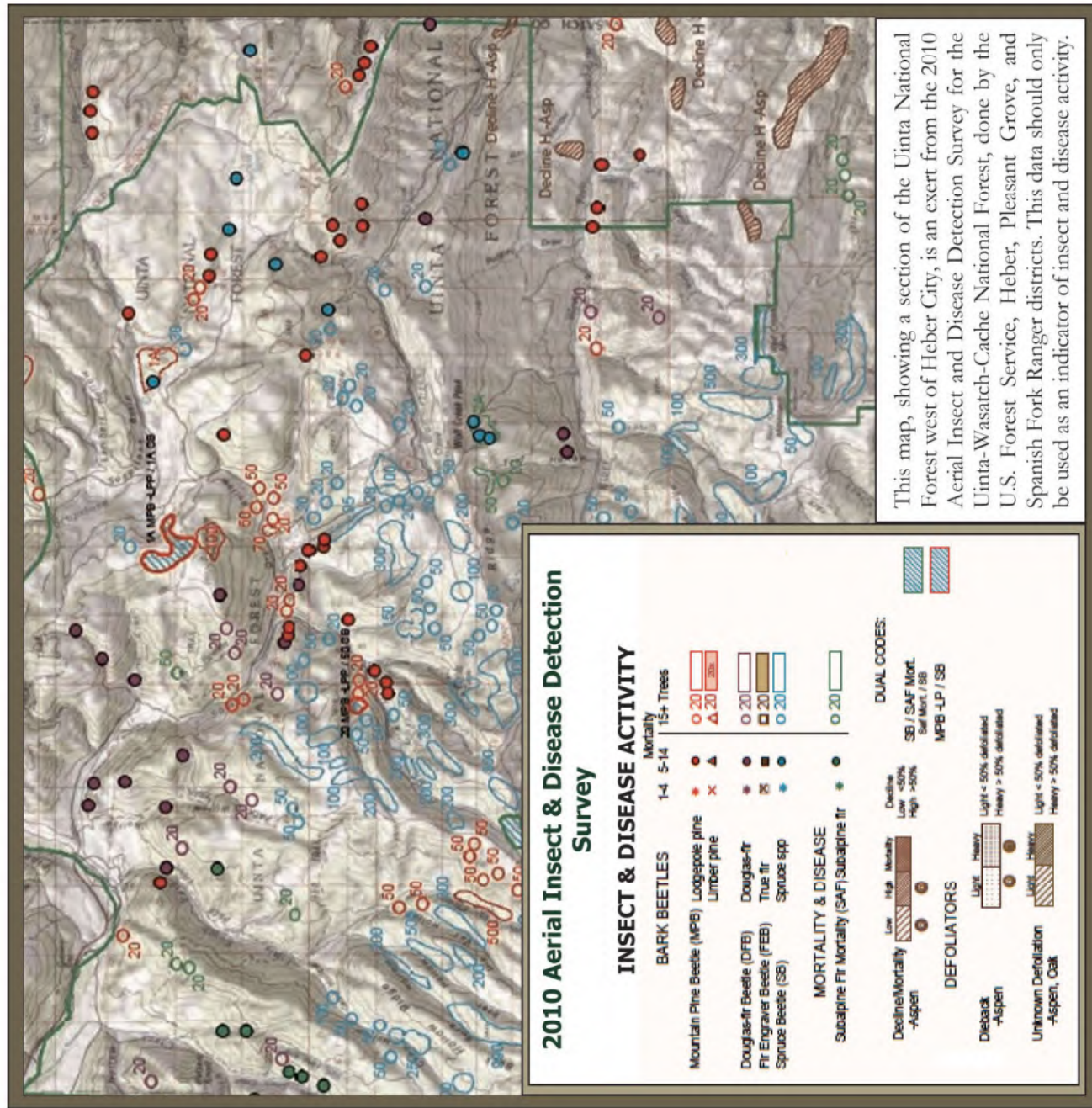
Given the abundance of dead, dying, and on-the-ground debris, fire has become an ever increasing concern. Fire is nature's way of cleaning landscapes and recycling resources. The different types of landscapes found within the county have become dependent upon fire to maintain the health and vigor of the many ecosystems found within in the area. With the advent of fire suppression, many of the ecosystems have departed from pre-suppression conditions. As a result, when fires occur, they are often more damaging to ecosystems and cause a greater adverse impacts to soil, wildlife habitat, recreational resources, and important watersheds.¹⁵

For technical assistance or more information regarding forest health concerns please contact:

PJ Abraham, Area Forester
Forestry, Fire & State Lands
2210 S. Hwy. 40 Ste. B
Heber City, UT 84032
(435)671-3326

Additional information regarding the 2010 Aerial Insect and Disease Detection Survey can be found at:

http://www.fs.usda.gov/detailfull/r4/forest-grasslandhealth/?cid=fsbdev3_016120&width=full.



Web Soil Survey

Three examples of Web Soil Survey (WSS) interpretations showing suitability and limitations for the selected area: available water capacity, soil limitations for dwellings with basements, and septic tank absorption fields. Additional soil criteria and the complete descriptions for each category below can be obtained at: websoilsurvey.nrcs.usda.gov. WSS is a free online service that provides information on a large variety of soil concerns for any selected land area or parcel.

Available Water Capacity



Available water capacity (AWC) refers to the quantity of water that the soil is capable of storing for use by plants. The capacity for water storage is given in inches of water per inch of soil for each soil layer. The capacity varies, depending on soil properties that affect retention of water. The most important properties are content of organic matter, soil texture, bulk density, and soil structure, with corrections for salinity and rock fragments. Available water capacity is an important factor in the choice of plants or crops.

Soil Limitations for Dwellings with Basements



Dwellings are single-family houses for three stories or less. For dwellings with basements, the foundation is assumed to consist of spread footings of reinforced concrete built on undisturbed soil at a depth of about 7 feet. The ratings for dwellings are based on the soil properties that affect the capacity of the soil to support a load without movement and the properties that affect excavation and construction costs. The properties that affect the load-supporting capacity include depth to a water table, ponding, flooding, ...

Septic Tank Absorption Fields



Septic tank absorption fields are areas in which effluent from a septic tank is distributed into the soil through subsurface tiles or perforated pipe. Only that part of the soil between depths of 24 and 60 inches is evaluated. The ratings are based on the soil properties that affect absorption of the effluent: construction and maintenance of the system, and public health. Saturated hydraulic conductivity (Ksat), depth to a water table, ponding, depth to bedrock or a cemented pan, and flooding affect absorption of the ...

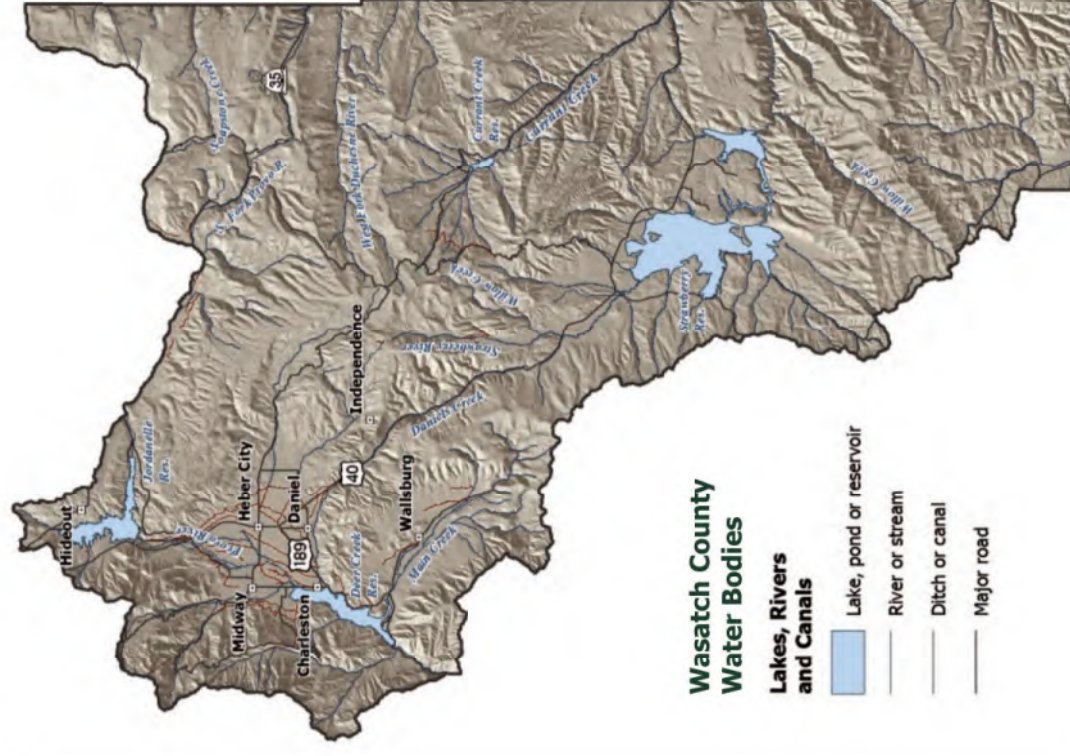
WATER

With many high mountains and valleys and an annual precipitation rate of 16 to 30 inches in the higher elevations¹⁵, Wasatch County rarely hurts for water. At 32 square miles, reservoirs and lakes in the county cover approximately 2.63 percent of the total land in the county.¹

At approximately 1,106,500 acre-feet of storage, the largest water-body in the county is Strawberry Reservoir. The Strawberry Watershed is approximately 136,000 acres, with 132 miles of the perennial streams and 235 miles of intermittent stream found within the watershed area. Strawberry Reservoir is one of principal water storage features of the Central Utah Project that delivers water to the Uinta Basin and the Wasatch Front. It is estimated that the Central Utah Project's Utah Lake Drainage Basin Water Delivery System delivers an average of 101,900 acre-feet of water from Strawberry Reservoir to the Wasatch Front area for municipal and industrial uses. Recreation is significant; Strawberry is considered to be Utah's premier trout fishery in terms of angler hours and number of fish produced. It is the destination of over two million visitors each year, and is one of the most heavily used reservoirs in the state.¹⁶

The second largest water-body in the county is Jordanelle Reservoir with 360,500 acre-feet. Jordanelle is an impoundment of the Jordan River, capturing spring runoff and storing it for irrigation, municipal, industrial, fish and wildlife, and recreational use. The Jordanelle Watershed is approximately 339,800 acres.⁴

Deer Creek Reservoir is located in Wasatch County, has a capacity of 152,700 acre-feet, drains an area of 171,663 acres, and serves residents of both Utah and Salt Lake Counties. The reservoir has four major inflows: Provo River, Main Creek, Snake Creek, and Daniels Creek.⁹



¹⁵ Pioneer, Utah's Online Library

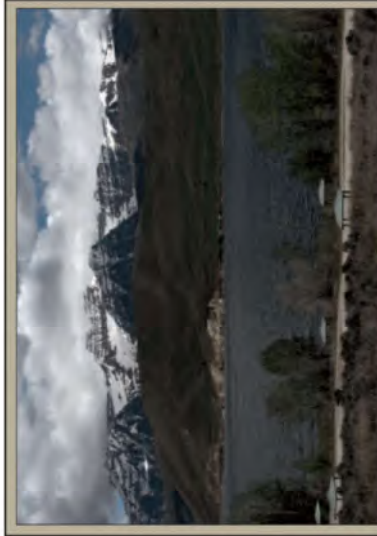
¹ US Census Bureau

¹⁶ Strawberry Reservoir TMDL

⁴ Utah DEQ, DWQ, Watersheds, Lakes and Reservoirs.

⁹ Deer Creek TMDL

Current Creek Reservoir only holds 15,670 acre-feet of water, drains an area of 30,200 acres, and is primarily used for irrigation on the Wasatch Front. As urbanization replaces agricultural land, it is expected that some water will be used for culinary purposes.



*Deer Creek Reservoir.
Photo courtesy Dave Wham.*

Mill Hollow Reservoir is a small artificial stabilized lake (315 acre-feet) maintained by the Division of Wildlife Resources to provide angling opportunities. Water is used for recreation and aquatic habitat and is never drained for agricultural use.⁴

The Provo River flows approximately 70 miles and is a source of irrigation water for agricultural purposes. In the Heber Valley there are fourteen irrigation companies that have water rights to the Provo River.⁹

Wasatch county is divided into two main watersheds—the Colorado and the Great Basin drainage systems. Because of its annual precipitation and its location between the Uinta and Wasatch mountains, Heber Valley is well endowed with water. Flowing from the East are Daniels, Lake Fork, and Center creeks. From the north and northeast is the Provo River. From the west Snake Creek drains a central portion of the Wasatch Mountains. Two additional sources of water are man-made—the Ontario Drain Tunnel west of Keetley drains many of the Park City mines and the Weber/Provo diversion canal diverts water from the Weber across the Kamas prairie in Summit to the Provo River in Wasatch County.¹⁵

As depicted in the map to the right, sub-watersheds include the Provo, Duchesne, and Strawberry. A small portion of the Price River watershed is located in the southern tip of the county. The Spanish Fork watershed borders on the west.

Sub-Watersheds within Wasatch County



*Wasatch County consists of four sub-watersheds:
Duchesne, Provo, Strawberry, and Price.*

⁴ Utah DEQ, DWQ, Watersheds, Lakes and Reservoirs.

⁹ Deer Creek TMDL

¹⁶ Pioneer, Utah's Online Library

AIR & CLIMATE

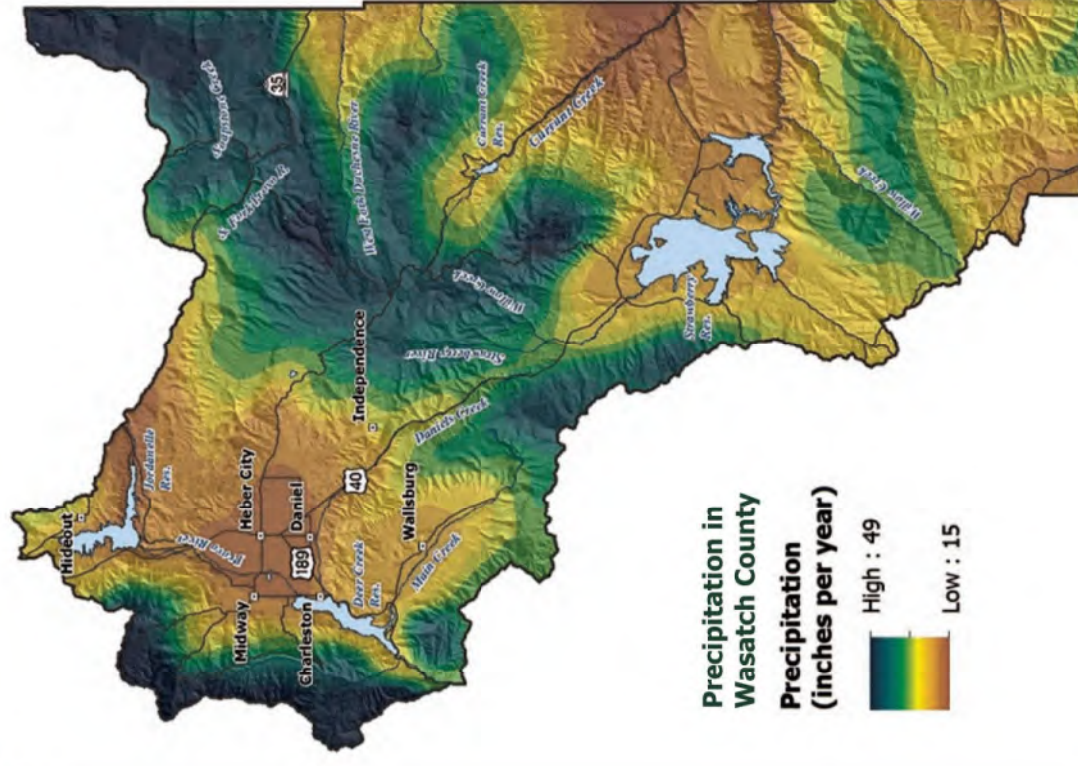
Air Quality

Identified by the Clean Air Act, six common air pollutants are found across the United States that can create health hazards, harm the environment, or cause damage to property. These six common air pollutants include carbon monoxide, lead, nitrogen dioxide, particulate matter (PM10 and PM2.5), ozone, and sulfur oxides.

Wasatch County is classified by the United States Environmental Protection Agency (EPA) as an attainment area for air quality. This means that the county's air meets the National Ambient Air Quality Standards (NAAQS) set forth by the EPA. Areas that do not meet the NAAQS are classified as nonattainment areas and are then required to develop and implement comprehensive state plans to reduce pollutant levels. The State of Utah currently has 24 air monitoring stations located across the Wasatch Front and in southwestern Utah.¹⁷

Climate

The Heber Valley area, consisting of mountain valley and the surrounding higher areas of mountains, has a very wide variation in climate. The floor of the valley averages just over a mile above sea level; however, some fifteen miles to the west, the Wasatch Mountains tower more than a mile higher. The valley has two main drainage ways and several minor ones, but the only outlet is through the relatively narrow Provo Canyon. The remainder of the area is composed of the encircling mountains, which have fairly steep slopes.⁸



¹⁷ Division of Air Quality Annual Report
⁸ Soil Survey Heber Valley Area, Parts of Wasatch and Utah Counties

The climate of this area is continental. It features low humidity, abundant sunshine all year except in winter and early in spring, relatively light precipitation, and wide ranges in annual temperature. The topographic features result in the formation of a pronounced temperature inversion during most seasons of the year, because the cold air flows down the mountain slopes and collects on the floor of the valley below. This inversion causes the average temperature on the slopes 1,000 to 1,500 feet above the valley floor to be several degrees higher than temperatures either above or below this level. The growing season on the valley floor is very short, generally between June 19th and September 4th.

Summer temperatures are cool and pleasant. A maximum temperature of 100°F is recorded during only about one out of ten years. During the warmest month (July), maximum temperatures are generally in the middle eighties and the minimum in the middle forties.

Winter temperatures are very cold. The January average minimum on the valley floor is only 6°F and the maximum is in the middle thirties. The bulk of the precipitation is received from October to May, when low-pressure fifteen from the Pacific Ocean frequent the region. Amounts range from as low as fifteen inches a year near the valley floor to between 25 and 36 inches on some of the higher mountain slopes. On an average, the heaviest amounts occur during December and January, but there is a secondary maximum in August when summer thunderstorms occur. Nearly half the annual precipitation falls as snow in the lower valley, and the percentage increases as the elevation increases.

Winds in the valley are generally light to moderate during all seasons of the year, but they become quite strong at higher elevations during winter storms. In the lower valley, the strong winds that occur are generally associated with local thunderstorm activity.⁸

NRCS Snow Survey and SCAN Programs

The Natural Resources Conservation Service (NRCS) Snow Survey Program generates water supply forecasts and provides near real-time climatic data from high elevation, snow-fall driven environments in the western United States. Timing and amount of snowpack, along with temperature fluctuations throughout the spring and summer months, impact the amount of water available for irrigation during the growing season. The NRCS Snow Survey provides valuable data that is used to help manage water resources in order to maximize available water.



The SNOTEL site at Strawberry Divide in Wasatch County.

In Wasatch County, NRCS operates five SNOTEL (SNOWpack TELEmetry) sites monitoring snowpack conditions: Beaver Divide (8,280 ft), Curran Creek (8,000 ft), Daniels-strawberry (8,123 ft), Hobbie Creek (7,399 ft), and Strawberry Divide (8,123 ft). SNOTEL sites are highly important to the watersheds and water outlook in Wasatch County. Additional climatic data is available at <http://www.ut.nrcs.usda.gov/snow/>.

The NRCS Soil Climate Analysis Network (SCAN) is a nationwide climate network that provides near real-time soil moisture and temperature data coupled with additional climate information for use in natural resource planning, drought assessment, water resource management, and resource inventory. The stations are remotely located and collect hourly atmospheric and soils data from spatially representative soils and landscapes. Sites are located in agriculturally important areas that best represent current irrigated and non-irrigated practices. For access to data from other nearby sites, visit <http://www.wcc.nrcs.usda.gov/scan/Utah/utah.html>.

PLANTS

Crops and Pasture

There are approximately 17,000 acres of irrigated land in Wasatch County. The primary irrigated crops are oats for grain and hay for forage. Wasatch County had roughly 6,800 acres in alfalfa production in 2009 and 6,200 acres in 2010. The remaining irrigated land is used as pasture consisting mainly of native, introduced, and improved grasses.¹⁸

Rangeland

Wasatch County lies within the E47A, Wasatch Mountains North Major Land Resource Area (MLRA). Approximately 90 ecological range sites are found in the county and four major zones: the lowland sub-irrigated zone, upland zone, mountain zone, and high mountain zone.

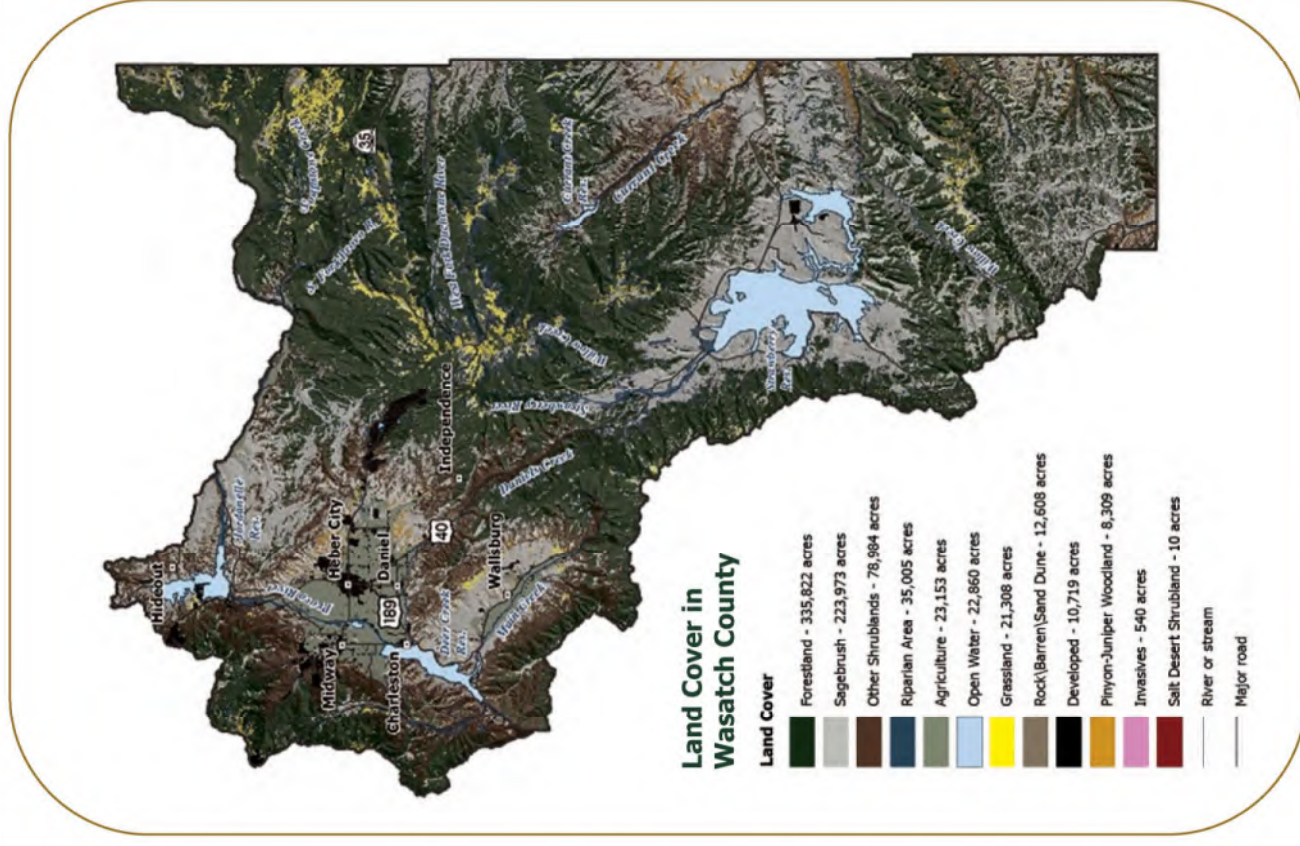
Plants present in the lowland sub-irrigated zone may include: tufted hairgrass, Nebraska sedge, alpine timothy, meadow plantain, white march marigold, bittercress, cottonwood, Geyer willow, and Woods rose. These sites have the potential to produce approximately 6,400 lbs. of herbage per acre in favorable years.

The upland zone may include: bluebunch wheatgrass, needleandthread grass, Indian ricegrass, Great Basin wildrye, western aster, longleaf hawksbeard, common yarrow, arrowleaf balsamroot, Wyoming and basin big sagebrush, bitterbrush, and winterfat. This zone has a potential to produce 1,600-2,000 lbs. of herbage per acre in favorable years.

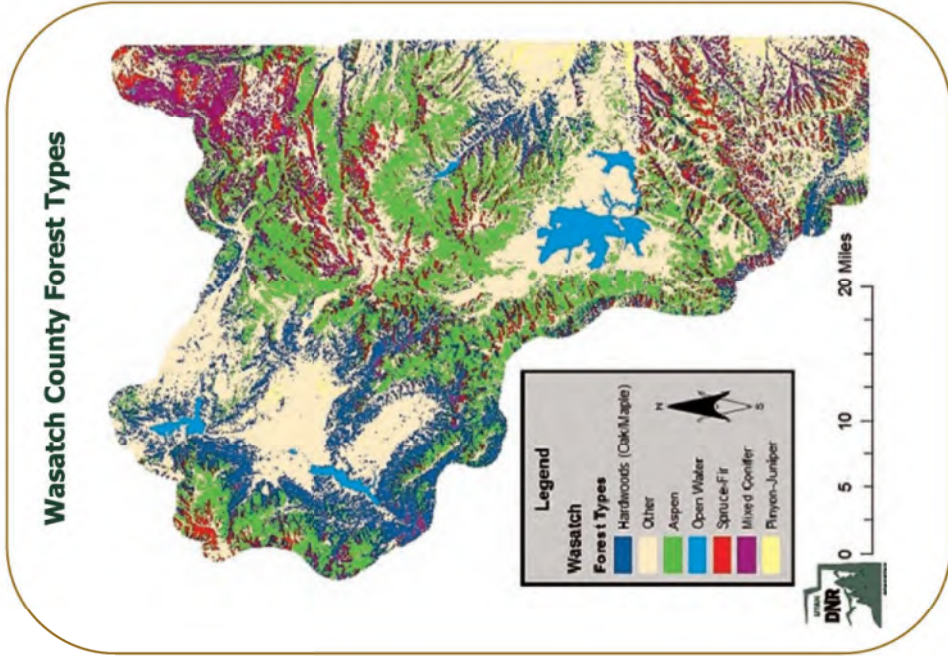
Plants present in the mountain zone may include: bluebunch wheatgrass, muttongrass, Indian ricegrass, king spike fescue, common yarrow, arrowleaf balsamroot, small leaf pussytoes, black sage, mountain big sage, curleaf mountain mahogany, and serviceberry. This zone has the potential to produce 2,400-2,500 lbs. of herbage per acre per year.

Plants in the high mountain zone may include: slender wheatgrass, mountain brome, sheep fescue, nodding brome, cutleaf balsamroot, larkspur, phlox, bitterbrush, and silver sagebrush. This zone has the potential to produce 1,700-1,800 lbs. per acre in favorable years.¹⁹

¹⁸ Utah Agricultural Statistics
¹⁹ Ecological Site Descriptions



Production varies from zone to zone depending on moisture, soils, climate, and elevation. The growing season varies from 50 to 180 days, depending on ecological site and elevation. Elevation in Wasatch County varies from 5,600 feet to over 10,000 feet. The majority of grazing land is controlled by federal (USFS) and state governments (DWR and SITLA) and comprises a total of 443,483 acres. Private rangeland is made up of about 51,046 acres.²⁰ Production is excellent on most ecological sites in favorable years and plays a vital role in helping to maintain and support the ranching industry. Cattle and sheep are the dominant grazers with horses and goats playing a lesser role in rangeland utilization. Wildlife populations depend heavily on native rangelands and utilize all major ecological range sites in Wasatch County for forage, nesting, escape cover, parturition cover, and summer and winter range. Like anywhere, invasive weeds can be a problem on range sites that may get abused by domestic grazing animals. It will be a priority of the district to continue working with livestock producers to carry out responsible range management.²⁰



Forestland and Woodland

Tree species that are found above the cities are: Gambel oak, bigtooth maple, boxelder, cottonwood, mahogany, juniper, lodgepole, ponderosa, Douglas fir, aspen, white-fir, spruce (blue and Englemann), sub-alpine fir, and limber pine.

It is difficult to put a value on forested land. However, the only timber in the county that holds commercial value are conifers (Douglas fir, spruce, and, to some extent, white and sub-alpine firs). With the current spruce beetle attacks, the value of spruce is diminishing each year the trees stands die. Other than these species, there's virtually no value in any tree species at this point in time.²¹

Ute ladies'-tresses (*Spiranthes diluvialis*)

Status: Threatened



Ute ladies'-tresses is a perennial herb with erect, glandular-pubescent stems 12-60 cm tall, arising from tuberous-thickened roots. Basal leaves are narrowly linear, up to 1 cm wide and 28 cm long, and persist at the time of flowering. Leaves become progressively smaller up the stem and are alternate. The inflorescence is a sparsely pubescent 3-15 cm long spike of numerous small white or ivory-colored flowers arranged in a gradual spiral. Individual flowers are 7.5-15 mm long and faintly fragrant (with a vanilla-like scent). The lip petal is oval to lance-shaped, narrowed at the middle, and has crispy-wavy margins. Sepals are separate or fused only at the base (not fused into a hood-like structure) and are often spreading at their tips. Fruits are cylindrical capsules with numerous seeds.²²

1 US Census Bureau
 20 Wallsburg Coordinated Resource Management Plan
 21 PJ Abraham, DJFSL
 22 United States Fish and Wildlife Service

ANIMALS

Livestock

Most cattle operations in the county are cow-calf operations where calves are marketed and sold in the fall. The sheep industry is also found in the county. In 2007, cattle and sheep production in Wasatch County averaged around 11,000 and 10,000, respectively.²³ The mountains and lower elevations of the valley floors provide significant summer and winter range for the beef cattle and sheep industries.

Aquatic life

Because Strawberry, Deer Creek, and Jordanelle reservoirs are higher in elevation, they offer an abundant population of cold water sport fish. All three reservoirs contain numerous trout species, including rainbow trout, cutthroat trout, brown trout, and brook trout. Other species of fish include small mouth bass, largemouth bass, yellow perch, chubs, and carp. Walleye were illegally introduced to Deer Creek Reservoir and have become the dominate predator; crawfish were also illegally introduced. Anglers at Mill Hollow Reservoir will occasionally catch albino rainbow trout.⁴



Photo Courtesy: US Fish and Wildlife Service

Wildlife

Mule deer and Rocky Mountain elk inhabit the mountains of Wasatch County during the summer and spend winter in lower elevations. Moose also call Wasatch County home. Several Wildlife Management Areas (WMAs) are located in the county and are managed by the Utah Division of Wildlife Resources, primarily for preserving wildlife habitat and providing sportsmen access for hunting and fishing. Black bear, mountain lion, bobcat, badger, mink, skunks, beaver, muskrat, raccoon, red fox, and coyote are found in Wasatch County, along with many other smaller mammal species. River otter can be observed in the Provo River above and below Jordanelle Reservoir.



Photo Courtesy: Jane Giles

Many bird species can be observed in Wasatch County, including raptors, waterfowl, wading birds, and migratory birds. The number and variety of birds in Wasatch County is so diverse that two birding organizations have identified the Heber Valley/Provo River corridor and Strawberry Valley as *Important Bird Areas* and *Utah Bird Habitat Conservation Areas*, for their respective organizations. Bald eagles can be observed during the winter in Wasatch County. The large expanses of sage brush communities in several areas of the county provide habitat for greater sage-grouse.²⁴

²³ National Agriculture Statistics Service

⁴ Utah DEQ: DWQ: Watersheds: Lakes and Reservoirs

²⁴ Doug Sakaguchi, Wildlife Biologist, DWR

Utah Sensitive Species

The purpose the Utah Sensitive Species list is to identify those species in the state that are the most vulnerable to population or habitat loss. This list provides land managers, wildlife managers, and concerned citizens with a brief overview of the conservation status of listed species. The list is intended to stimulate management actions, e.g., development and implementation of a conservation strategy, for listed species. By developing and implementing timely and sufficient conservation measures for sensitive species, federal listing of these species under the Endangered Species Act (ESA) may be precluded.²⁵

Threatened and Endangered Species

The purpose of the ESA is to protect and recover imperiled species and the ecosystems upon which they depend. It is administered by the U.S. Fish and Wildlife Service and the Commerce Department's National Marine Fisheries Service (NMFS). Under the ESA, species may be listed as either endangered or threatened. "Endangered" means a species is in danger of extinction throughout all or a significant portion of its range. "Threatened" means a species is likely to become endangered within the foreseeable future. All species of plants and animals, except pest insects, are eligible for listing as endangered or threatened.²⁶

Wasatch County's Federally Listed Threatened (T), Endangered (E), and Candidate (C) Species		
Common Name	Status	
Greater Sage-Grouse	C	
Yellow-Billed Cuckoo	C	
Brown (Grizzly) Bear	T Extirpated	
Canada Lynx	T	
Utah Division of Wildlife Resources, <i>County Lists of Utah's Federally Listed Threatened(T), Endangered(E), and Candidate(C) Species</i> . March 29, 2011. http://dwr.utah.gov/ucdc/ViewReports/te_cnty.pdf		



The Canada lynx is on the threatened species list.

Utah Sensitive Species

Included on Utah's State Listed Conservation Species Agreement with the U.S. Fish and Wildlife Service and Species of Concern in Wasatch County:

- Bald Eagle
- Black Swift
- Bluehead Sucker
- Bobolink
- Bonneville Cutthroat Trout
- Brown (Grizzly) Bear
- Canada Lynx
- Colorado River Cutthroat Trout
- Columbia Spotted Frog
- Ferruginous Hawk
- Fringed Myotis
- Greater Sage-Grouse
- Lewis's Woodpecker
- Long-Billed Curlew
- Northern Goshawk
- Roundtail Chub
- Short-Eared Owl
- Smooth Greensnake
- Southern Leatherstocking Chub
- Three-Toed Woodpecker
- Townsend's Big-Eared Bat
- Western Toad
- Yellow-Billed Cuckoo

This list was compiled using known species observations from the Utah Natural Heritage Program within the last 20 years. A comprehensive species list, which is updated quarterly, can be obtained from the Utah Division of Wildlife Resources website at: dwr.utah.gov/ucdc/.

HUMANS: Social and Economic Considerations

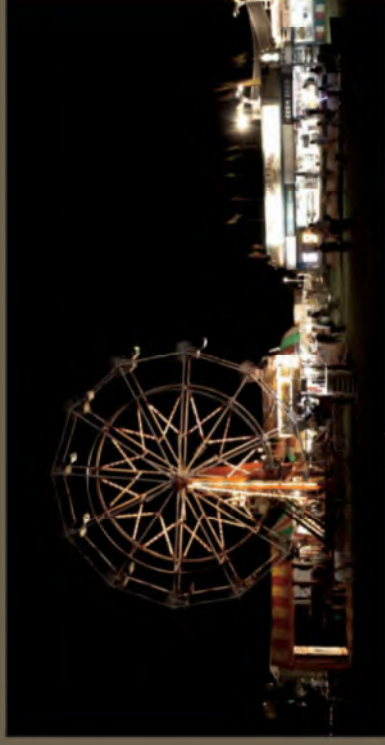
Population

From 1980 to 2011, Wasatch County's population has increased at an average rate of 3.6 percent per year. The highest population increase rate was 8.1 percent in 1980. The total population of Wasatch County in 2011 was 24,456. While natural increase is a factor in the county's population growth, two-thirds is from net in-migration.²⁷ As of 2010, populations of Wasatch County cities and towns were:

Charleston	415
Daniel	938
Heber	11,362
Hideout	656
Independence	164
Midway	3,845
Wallsburg	250

Demographics

In 2011, the county's racial makeup was 82.8 percent White, 13.5 percent Hispanic or Latino, 0.9 percent Asian, 0.8 percent American Indian, 0.5 percent Black, and 0.2 percent Hawaiian or Pacific Islander. In the same year, persons under the age of 18 represented 33.5 percent and persons 65 years and older represented 8.8 percent of the population. Seven percent of the county's population were below the poverty level, which is 4.4 percent lower than the state average of 11.4 percent mean from 2007 to 2011. High school graduates in the county made up 91.1 percent of the population, while 30.5 percent of the county reports having a bachelors degree or higher.¹



Wasatch County Fair Days Carnival. Photo courtesy Ivan Spencer.

Wasatch County Population Data



Area Name	Wasatch
Period Year	2011
Population	24,456
Births	372
Deaths	121
Natural Increase	251
Net Migration	523
Annual Change	774
Annual Rate of Change	3.3%

Source: Utah Population Estimates Committee
<http://www.governor.state.ut.us/dea/UPEC.html>

Economy

The top five nonfarm employers are the Wasatch School District, Wasatch County, Homestead/Zermatt Resort, the State of Utah and RMD Management. Federal, state, and local government jobs are the most prevalent in the county, followed by leisure/hospitality, trade/transportation/utilities, construction, and health/social services.²⁸ Agriculture is a significant portion of the labor force in Wasatch County, accounting for the jobs of nearly half the labor force. According to the USDA 2007 census of agriculture in Wasatch County, the mainstays of the agricultural community are beef cow, sheep, and hog production and oats for grain and hay for forage.²³

Recreation

Wasatch County offers year-round outdoor recreation. In summer, temperatures are usually cool and pleasant. In winter, abundant snowfall and access to numerous ski resorts makes it a paradise for winter recreation. The Provo River is a premier blue ribbon trout fishery, with brown and rainbow trout reaching record lengths. Deer Creek, Strawberry, and Jordanelle reservoirs offer additional fishing sites, as well as water skiing, boating, and opportunities for other water sports. Heber City and Midway offer various 18-hole golf courses, spas, resorts and dining options. Swiss Days is held annually in Midway and attracts tens of thousands of visitors.

One of the most popular attractions in Heber Valley is the historic Heber Valley Railroad. The sixteen miles of track between the valley and Vivian Park in Provo Canyon offers access to some of the most spectacular scenery in the state. From the reservoir, the tracks descend into Provo Canyon, following the twists and turns of the Provo River. Here, wildlife is abundant, featuring bald eagles, deer, and elk. Scenic excursions range from one and a half hours round-trip to three hours round-trip. Seasonal activity rides are also available.

The Uintas includes a high, pristine mountain area in northeastern Utah that is popular for fishing, hiking, backpacking, horse packing, hunting, and other outdoor activities. Much of the area is designated as a roadless wilderness where vehicles are prohibited. A few roads, and a handful of rugged 4X4 tracks, provide access to areas outside the wilderness and to trailheads. Developed campgrounds are located wherever roads extend into the forest. Camping is also allowed in undeveloped areas.²⁹



Wasatch County Fair Days Talent Find. Photo courtesy Ivan Spencer.



Sunset barbeque. Photo courtesy Heber Valley Railroad.

97 108
28 Heber Valley Economic Development
23 USDA, National Agriculture Statistics Service
29 Utah.com

Map and GIS Data Sources

Land Ownership/Overview: Land ownership status and areas of responsibility for the State of Utah. The Utah School and Institutional Trust Lands Administration (SITLA) and the Bureau of Land Management revise this data regularly to reflect changes in ownership. Available for download from the Utah Automated Geographic Reference Center at: [http://gis.utah.gov/sgid-vector-download/utah-
sgid-vector-gis-data-layer-download-index?fc=LandOwnership](http://gis.utah.gov/sgid-vector-download/utah-
sgid-vector-gis-data-layer-download-index?fc=LandOwnership)

Watersheds: A subset of the National Hydrography Dataset (NHD). The National Hydrography Dataset (NHD) is a comprehensive set of digital spatial data that contains information about naturally occurring and constructed bodies of water, paths through which water flows, and related entities. The NHD was developed by U.S. Geological Survey (USGS) in cooperation with U.S. Environmental Protection Agency, USDA Forest Service, and other Federal, State, and local partners. Available for download from the USGS National Map website at: <http://nationalmap.gov/index.html>

Hydrography: A subset of the National Hydrography Dataset (NHD). The National Hydrography Dataset (NHD) is a comprehensive set of digital spatial data that contains information about naturally occurring and constructed bodies of water, paths through which water flows, and related entities. The NHD was developed by U.S. Geological Survey (USGS) in cooperation with U.S. Environmental Protection Agency, USDA Forest Service, and other Federal, State, and local partners. Available for download from the Utah Automated Geographic Reference Center at: [http://gis.utah.gov/sgid-vector-download/utah-
sgid-vector-gis-data-layer-download-index?fc=StreamsNHDHighRes](http://gis.utah.gov/sgid-vector-download/utah-
sgid-vector-gis-data-layer-download-index?fc=StreamsNHDHighRes)

Important Farmland: Prime, Statewide and Uniquely Important Farmland derived from the following SSURGO soil surveys: UT613 –Summit Area, Utah, Parts of Summit, Salt Lake and Wasatch Counties and UT622 - Heber Valley Area, Utah - Parts of Wasatch and Utah Counties using Soil Data Viewer, a tool created by USDA Natural Resources Conservation Service as an extension to ArcMap that allows users to create soil-based thematic maps. SSURGO depicts information about the kinds and distribution of soils on the landscape. The soil map and data used in the SSURGO product were prepared by soil scientists as part of the National Cooperative Soil Survey. SSURGO Soil Surveys are available for download from the NRCS Soil Data Mart: <http://soildatamart.nrcs.usda.gov/>

Soils Detail Data: Detailed soil properties derived from the following SSURGO soil surveys: UT613 –Summit Area, Utah, Parts of Summit, Salt Lake and Wasatch Counties and UT622 - Heber Valley Area, Utah - Parts of Wasatch and Utah Counties using Soil Data Viewer, a tool created by USDA Natural Resources Conservation Service as an extension to ArcMap that allows users to cre-

ate soil-based thematic maps. SSURGO depicts information about the kinds and distribution of soils on the landscape. The soil map and data used in the SSURGO product were prepared by soil scientists as part of the National Cooperative Soil Survey. SSURGO Soil Surveys are available for download from the NRCS Soil Data Mart: <http://soildatamart.nrcs.usda.gov/>

General Soils: General soil properties derived from the STATSGO soil survey. STATSGO depicts information about soil features on or near the surface of the Earth. These data are collected as part of the National Cooperative Soil Survey. STATSGO is designed primarily for regional, multi-county, riverbasin, state, and multi-state regional planning, management, and monitoring. The STATSGO Soil Survey is available for download from the NRCS Soil Data Mart: <http://soildatamart.nrcs.usda.gov/USDGSM.aspx>

Land Cover: USGS National Gap Analysis Program. 2004. Provisional Digital Land Cover Map for the Southwestern United States. Version 1.0. Produced by RS/GIS Laboratory, College of Natural Resources, Utah State University. Published 9/15/2004. Multi-season satellite imagery from 1999 – 2001 were used in conjunction with digital elevation model derived datasets to model natural and semi-natural vegetation.

Precipitation: Produced by U.S. Department of Agriculture Natural Resources Conservation Service – National Cartography and Geospatial Center. This vector data set provides derived average annual precipitation according to a model using point precipitation and elevation data for the 30-year period of 1971 – 2000.

Assessment Units (Impaired Waters): Produced by Utah Division of Water Quality, January 2010. This dataset represents water quality assessment units for the State of Utah, and shows the 2006 assessment category for meeting State of Utah water quality standards. Available for download from the Utah Automated Geographic Reference Center at: [http://gis.utah.gov/sgid-vector-download/utah-
sgid-vector-gis-data-layer-download-index?fc=DWQAAssessmentUnits](http://gis.utah.gov/sgid-vector-download/utah-
sgid-vector-gis-data-layer-download-index?fc=DWQAAssessmentUnits)

Roads: This data set represents street centerline data for the State of Utah as compiled by the Utah Automated Geographic Reference Center from data contributed by local, county, state, federal and tribal governments. Available for download from the Utah Automated Geographic Reference Center at: [http://gis.utah.gov/sgid-vector-download/utah-
sgid-vector-gis-data-layer-download-index?fc=Roads](http://gis.utah.gov/sgid-vector-download/utah-
sgid-vector-gis-data-layer-download-index?fc=Roads)

County Boundaries: This data set represents county boundaries in Utah at 1:24,000 scale. Last updated July, 2012. Available for download from the Utah Automated Geographic Reference Center at: [http://gis.utah.gov/sgid-vector-download/utah-
sgid-vector-gis-data-layer-download-index?fc=Counties](http://gis.utah.gov/sgid-vector-download/utah-
sgid-vector-gis-data-layer-download-index?fc=Counties)

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Map and GIS Data Sources continued...

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Loss of Agricultural Lands in Wasatch County: Image compiled using the aerial photography time comparison feature to show historical imagery on Google Earth.

2010 Aerial Insect & Disease Detection Survey: This data set represents the 2010 aerial insect survey completed by the US forest service throughout Utah. http://www.fs.usda.gov/detailfull/r4/forest-grasslandhealth/?cid=fsbdev3_016120&width=full

Wasatch County Forest Types: Southwest Regional GAP Analysis <http://earth.gis.usu.edu/swgap/>

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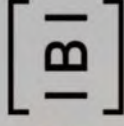
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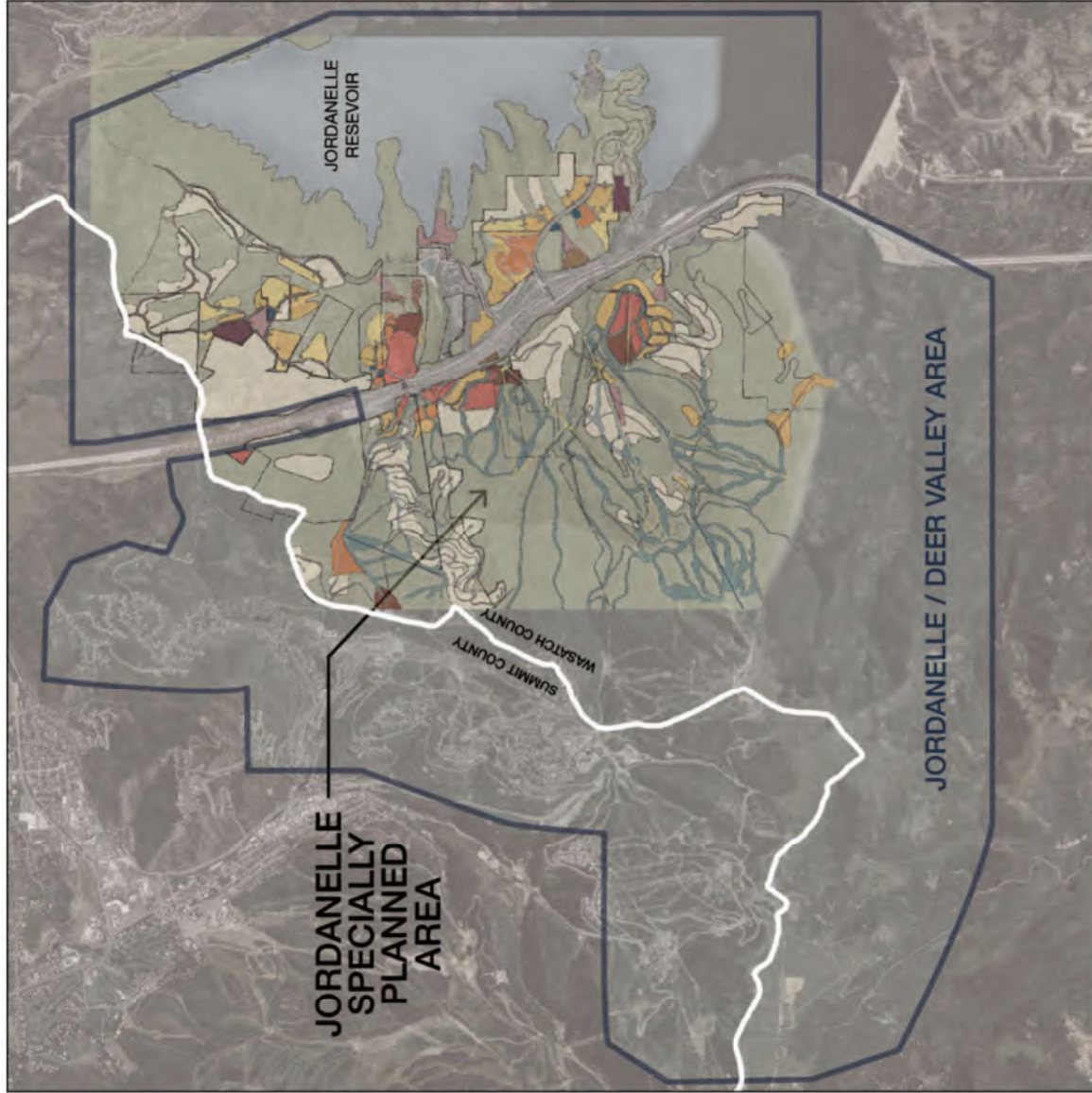
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JORDANELLE SPECIALLY PLANNED AREA OVERLAY ZONE PLAN BOOK





DEER VALLEY / JORDANELLE AREA

The Jordanelle Basin is an important area in northwest Wasatch County, and is the primary gateway to Wasatch County from Park City and Salt Lake City. This area is situated between two incredible assets: Deer Valley Resort and the Jordanelle Reservoir, which offers the possibility of creating a true four seasons resort community based in outdoor recreation. Wasatch County has realized the importance of planning this area so that it can one day be a village (or series of villages) worthy of its stunning location.

VISION & PURPOSE

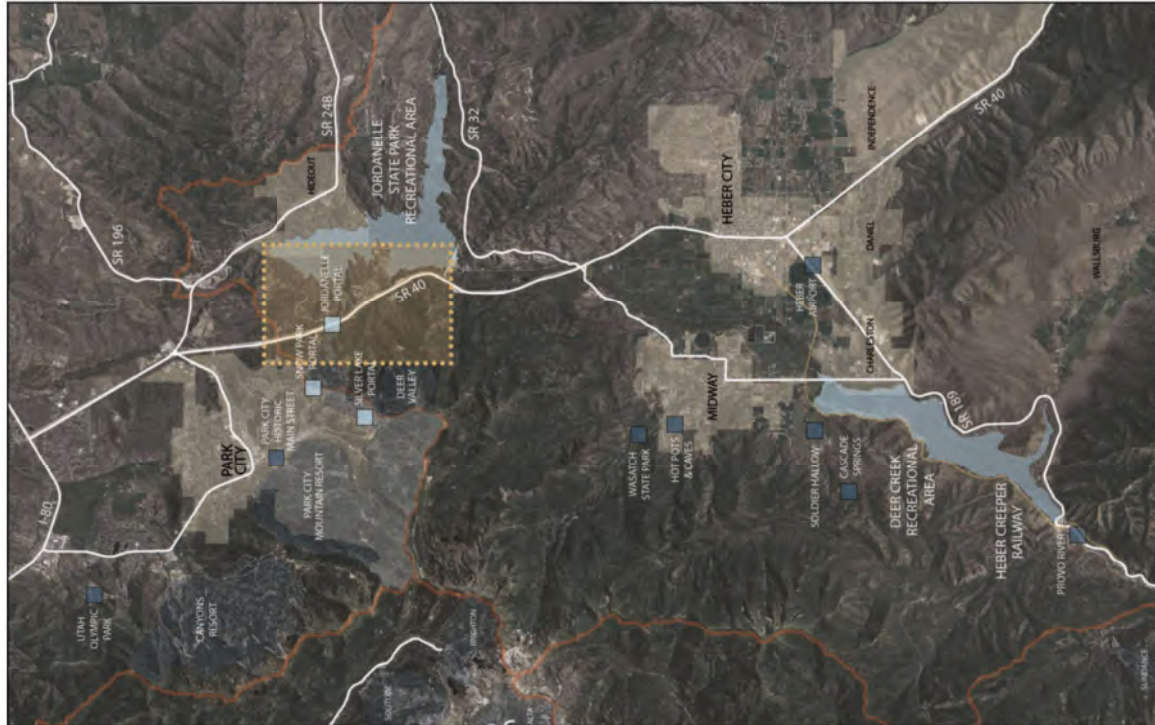
1. To Create a Globally Recognized "Year Round" Resort
2. To Preserve the Beauty of and Environmental Integrity of the JSPA
3. To Support and Expand the Deer Valley ski system
4. To Provide Amenities Supporting the Year Round Activities

PLANNING HISTORY - 2002 "RSPA"

In 2002, Wasatch County adopted the Resort Specially Planned Area (RSPA) code as a means to encourage resort development on the westside of Jordanelle Reservoir and adjacent to Deer Valley Resort. The RSPA utilized an extensive public outreach process for input from land owners and citizens to address development potential in the area.

JORDANELLE SPECIALLY PLANNED AREA

The Jordanelle Specially Planned Area replaces the RSPA and the JBOZ as the land-use regulations for the area to further encourage high-quality resort development in the area through new financing tools, as provided by Military Installation Development Authority (MIDA).



VICINITY MAP



A STORY NO PLACE ELSE CAN TELL

The Jordanville/Deer Valley area presents a unique, year-round resort opportunity. It is surrounded by abundant recreation opportunities, from world-class skiing on one side, to an incredible reservoir on the other, and a planned trail system to connect everything. The larger region, from Park City to the Heber Valley, contains numerous natural wonders and recreation opportunities, including fly fishing, water skiing, mountain biking, and golfing, that combine to make this location a true destination, and an ideal location for a four seasons resort.

Utah Olympic Park. This winter sports park was built for the 2002 Olympics, including facilities for ski jumping, luge, bobsled, skeleton, and nordic combined events. This facility is still used today for Olympic athlete training.

Canyons Resort. This four seasons resort has an exciting mix of experiences with 19 lifts and 4,000 acres of skiable terrain. It includes a village, lodging, dining, and shopping.

Park City Mountain Resort. This is the original ski mountain in Park City, with 19 lifts and 114 runs. It was host to all of the snowboarding events and the giant slalom competition for the 2002 Winter Olympics.

Deer Valley. This elite resort has 24 lifts and 101 runs which are extremely well groomed. It was the host for the freestyle aerials, the moguls and slalom events in the 2002 Winter

Olympics. It includes the following portals to its ski system: Snowpark Lodge (Deer Valley), Jordanelle Run (Deer Valley), and Silverlake Lodge (Deer Valley).

Jordanelle State Park Recreation Area. This area offers the best in mountain fishing, boating, water skiing, hiking trails, snowshoe trails and a state-of-the-art boat launching facility.

Wasatch State Park. The most beautiful golf course in the Intermountain West is found here, as well as camping areas and an extensive trail system.

Soldier Hollow. This facility is a cross-country ski resort that also features tubing and snowshoeing in the winter. In the summer it becomes a 36 hole golf course and features mountain biking as well. It was the new site for the 2002 Winter Olympics Biathlon, Cross Country, and Nordic Combined events.

Deer Creek Recreation Area. This is one of the best wind sailing and ice fishing areas in the Country.

Provo River. Exceptional tube floating and world class fly fishing take place on this famous river.

Heber Creeper Railway. This historic steam railway runs its scenic route several times a day.

Midway Hot Pots & Caves. Located in Midway, these natural warm springs offer revitalizing effects. You can scuba dive in a lava cave in the middle of the winter without a wetsuit.

Heber City Airport. Accommodates all private aircraft but it best known as the glider center of activity for the entire region.

Cascade Springs State Park. Incredibly beautiful multiple natural springs.

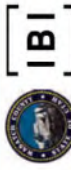
Midway City. Multiple hot air balloon launchings occur each day in a setting reminiscent of the alps.

Sundance Resort. Exclusive small ski resort owned by Robert Redford and host (along with Park City) to the Sundance Film Festival.

Historic Park City Main Street. This street is home to world-class shopping and dining, and becomes the heart of the Sundance Film Festival each year.

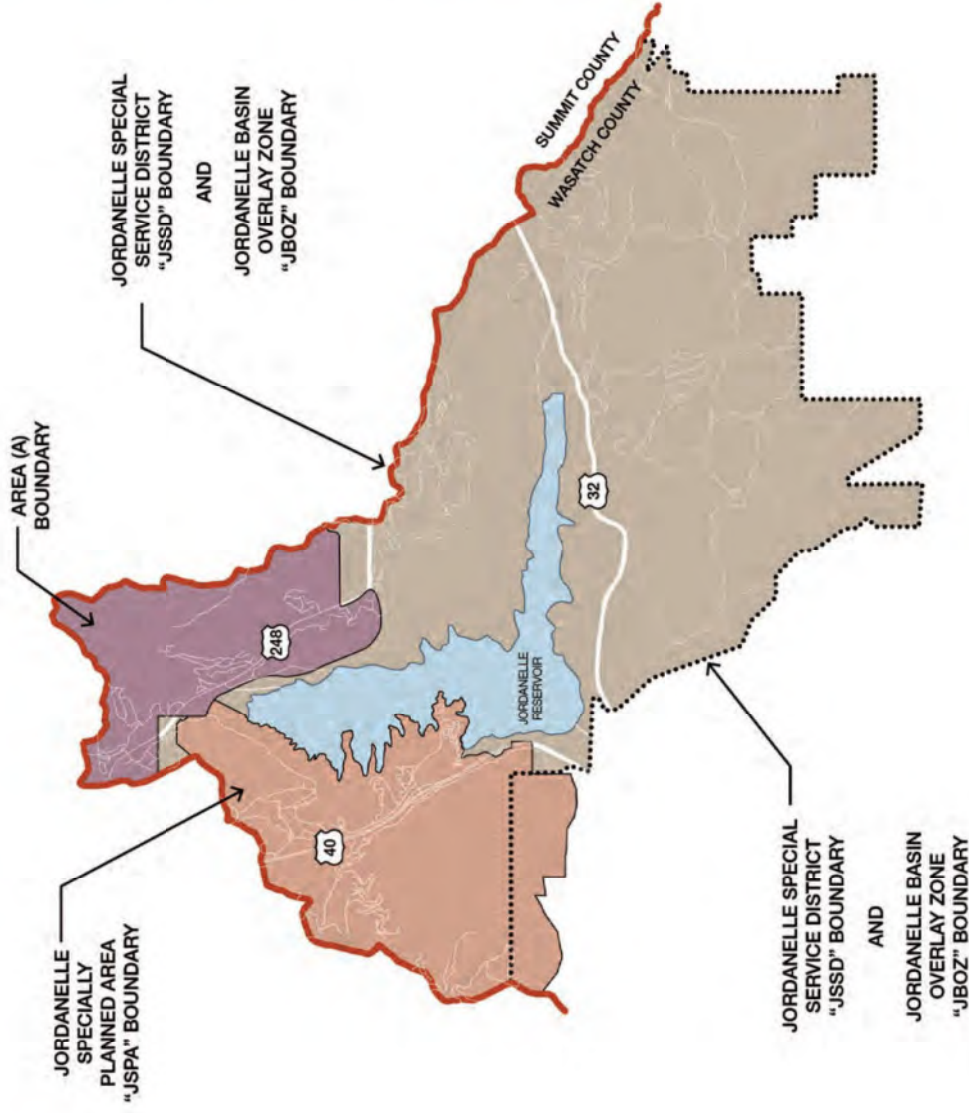
B-2

REGIONAL CONTEXT

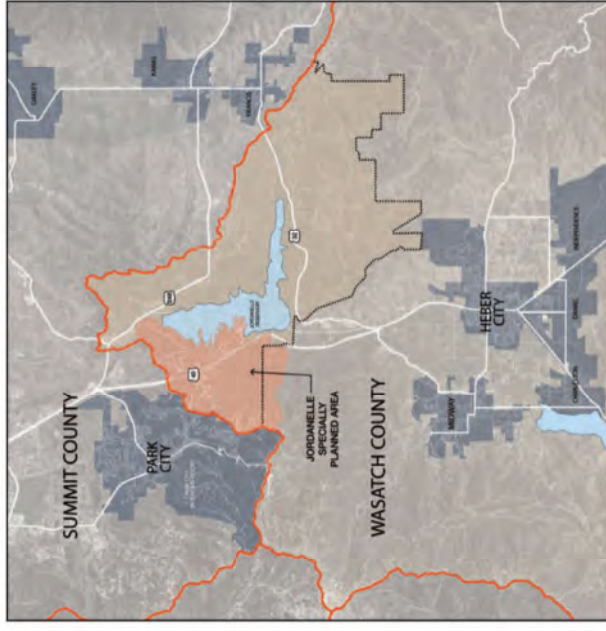


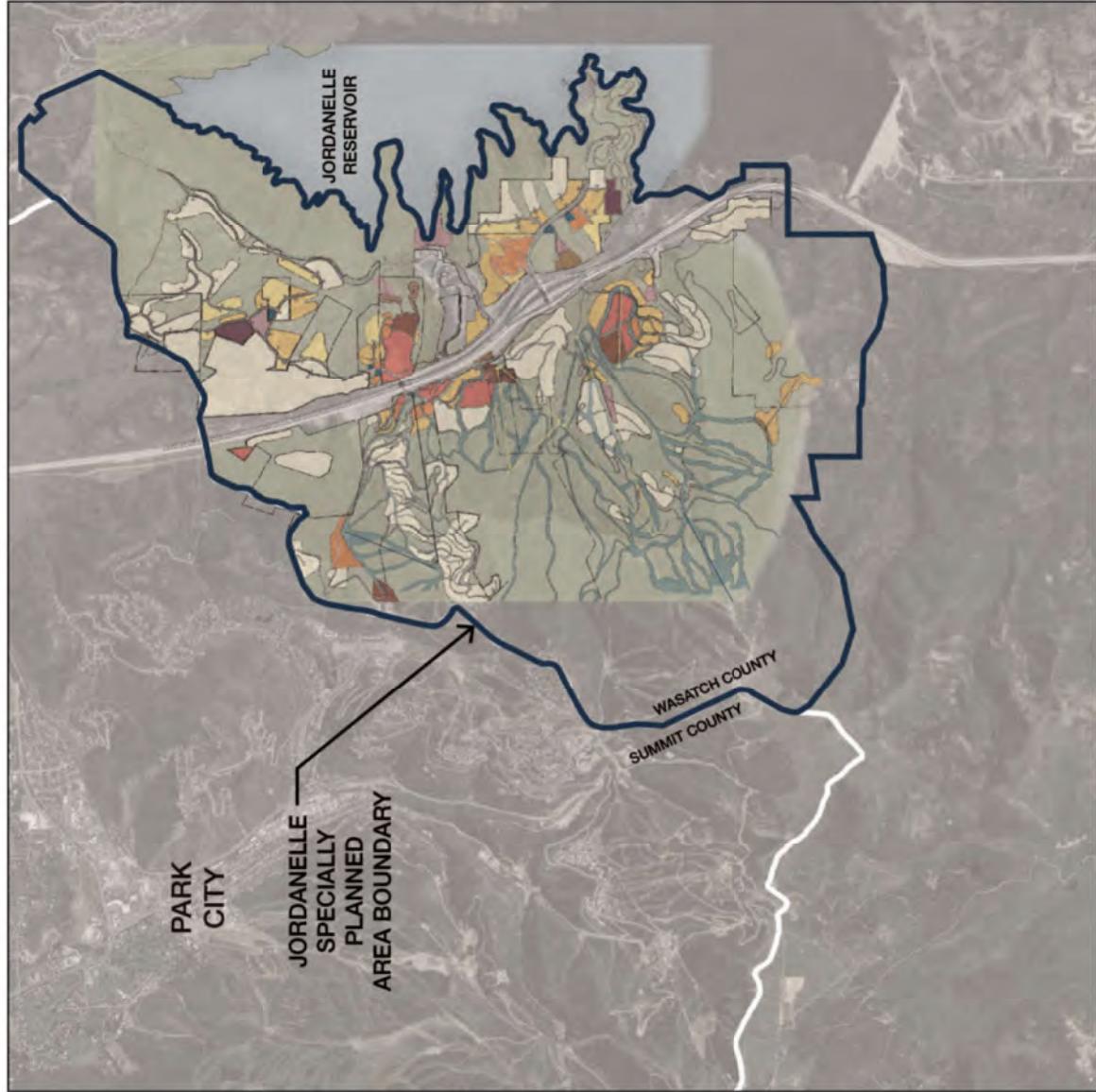


JORDANELLE BASIN PLANNING AREA



CONTEXT WITHIN WASATCH COUNTY





JORDANELLE SPECIALLY PLANNED AREA ("JSPA")

This map shows the Master Plan Area. It consists of almost 4,700 acres and is bordered on the west side by the mountain and the on the east side by the Jordanelle Reservoir.

The RSPA will serve visitors as a cohesive and well functioning resort community. The Resort will be comprised of several Mid Mountain and Lakeside development areas, including major Villages called Deer Cove Village and Mayflower Village.

Some of the potential features and amenities for this resort community include:

- A hotel cluster with meeting and exhibit space.

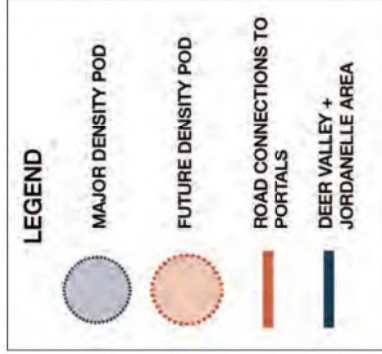
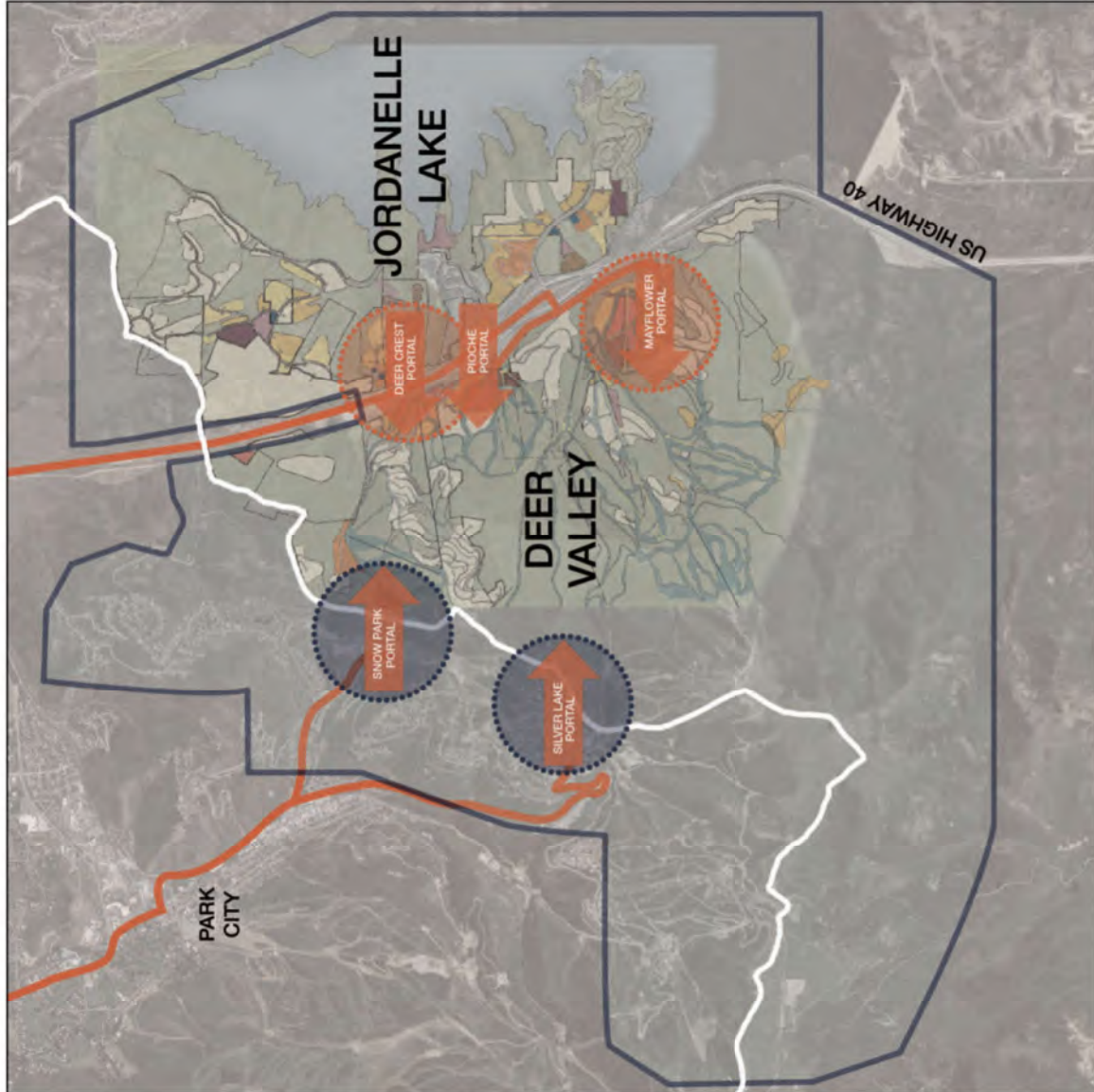
- Upscale hospitality, boutique retail and spa.

- A golf course.

- A day use beach and dock on the Jordanelle Lake.

- A comprehensive trail network that will provide access of both paved family trails and mountain trails, with potential connections from the Jordanelle to Sundance, Park City, Summit County, and Provo Canyon.





DEER VALLEY SKI PORTALS

This map shows the existing and proposed portals (entrances) to Deer Valley Resort.

Snow Park Lodge

This is the original entrance to Deer Valley and still draws the largest number of skiers.

Silver Lake Village

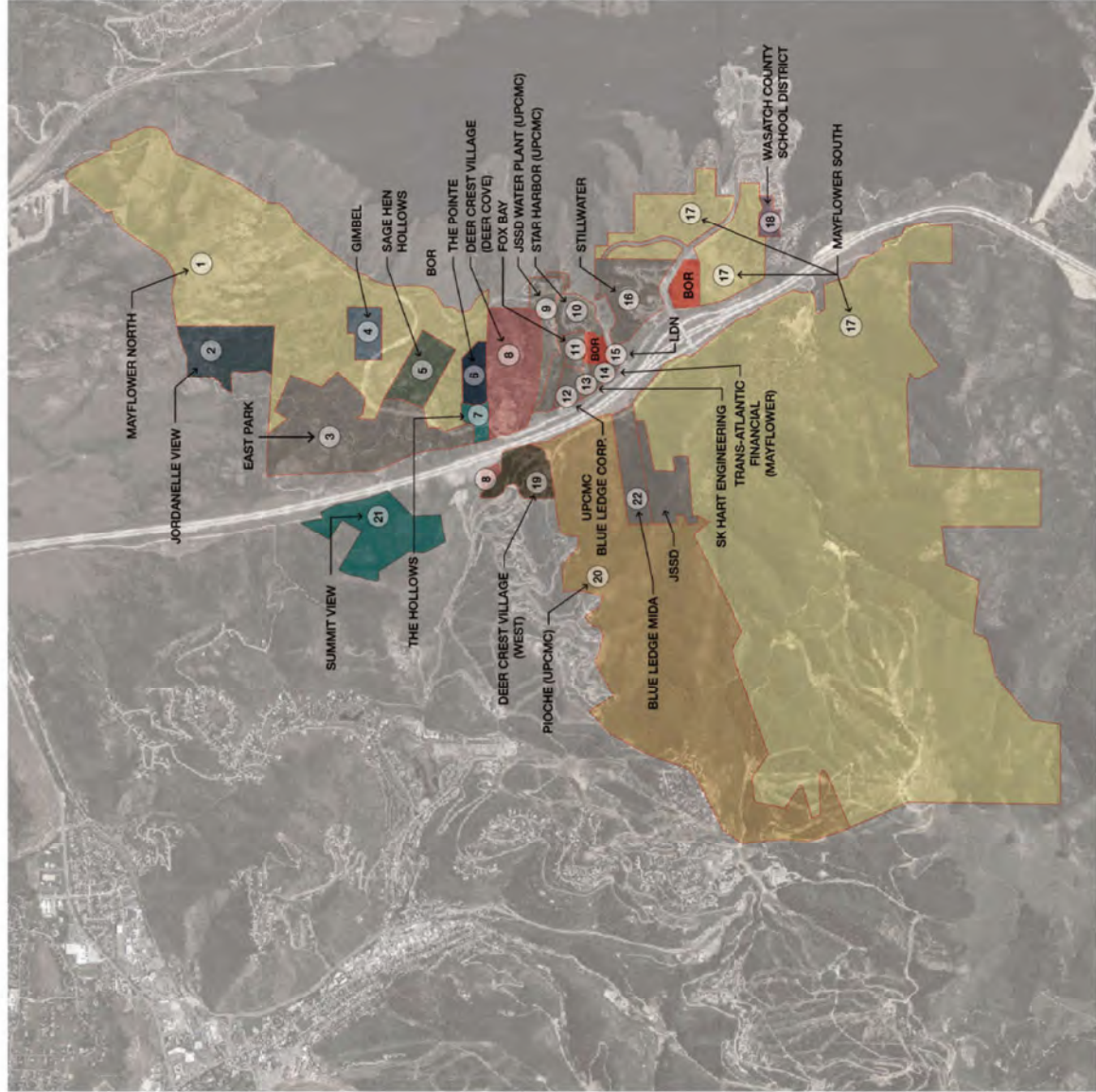
Well established density pod with a high number of lifts and users.

Deer Crest Portal

This will become the main portal for the JSPA area, and will potentially become one of the busiest as the JSPA develops.

Mayflower Village

This area will be a significant addition to the Deer Valley system, with the potential to support a approximately 2,000 dwelling units.



#	PROPERTIES	TOTAL ACRES	MAX ERU'S
1	MAYFLOWER NORTH	667	503
2	JORDANELLE VIEW	64	72
3	EAST PARK	188	260
4	GIMBEL	22	55
5	SAGE HEN HOLLOW	40	60
6	THE POINT	22	172
7	THE HOLLOW	11	190
8	DEER COVE	87	865
9	JSSD WATER TREATMENT SITE	31	0
10	STAR HARBOR	36	35
11	FOX BAY	10	66
12	UPCM BLUE LEDGE CORP.	11	39
13	SK HART ENGINEERING	31	0
14	TRANS-ATLANTIC FINANCIAL (MAYFLOWER)		0
15	LDN		0
16	STILLWATER	60	181
17	MAYFLOWER SOUTH	1,279	1,418
18	SOUTH SCHOOL SITE	10	0
19	DEER CREST (WEST)	35	195
20	PIOCHE	240	432
21	SUMMIT VIEW	155	240
22	BLUE LEDGE MIDA		MIDA

There is no warranty or guarantee as to the accuracy or reliability of any information on these maps. Questions concerning precise ownership and property line locations should be directed to a title company, attorney, or licensed land surveyor.

B-6

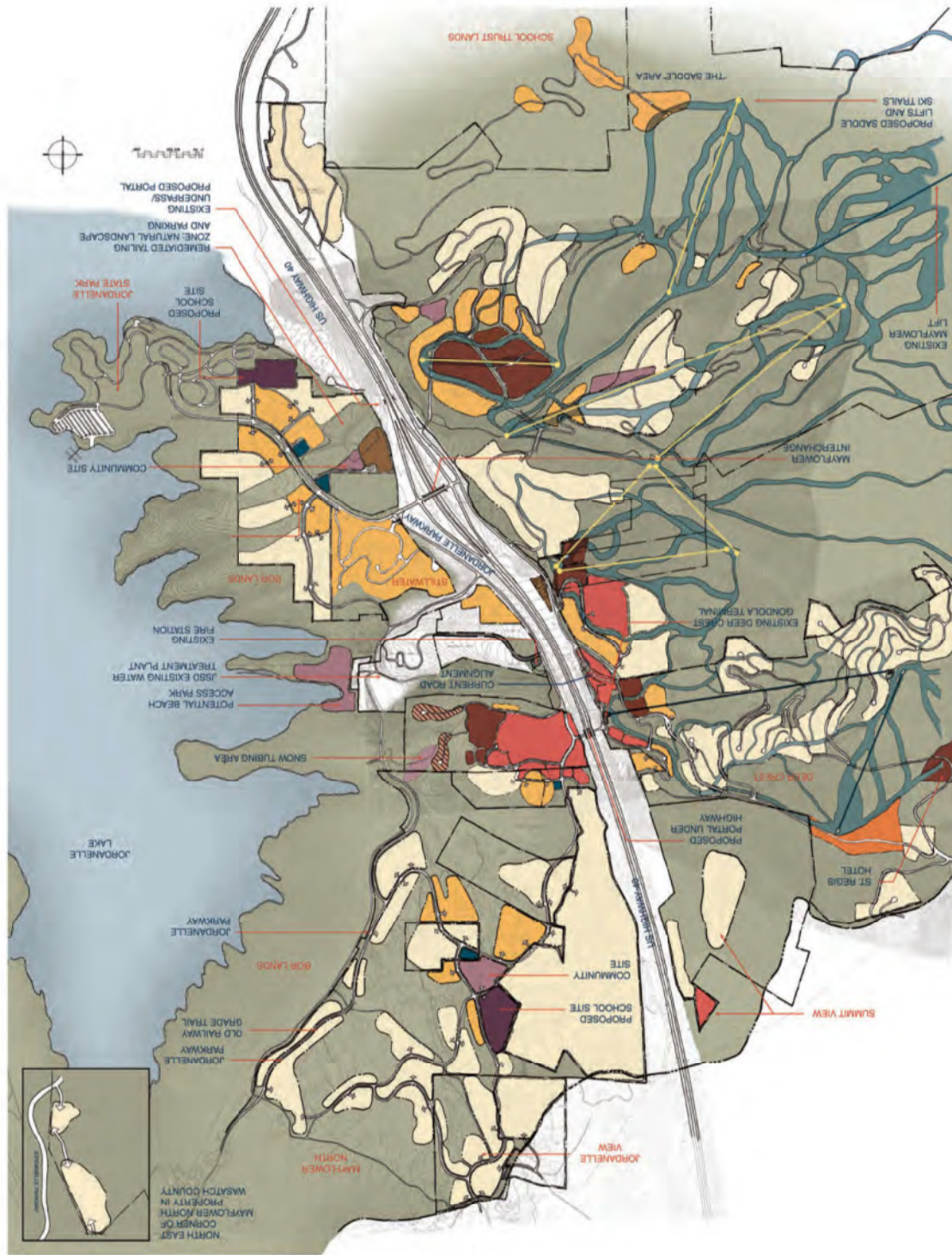
OWNERSHIP SUMMARY



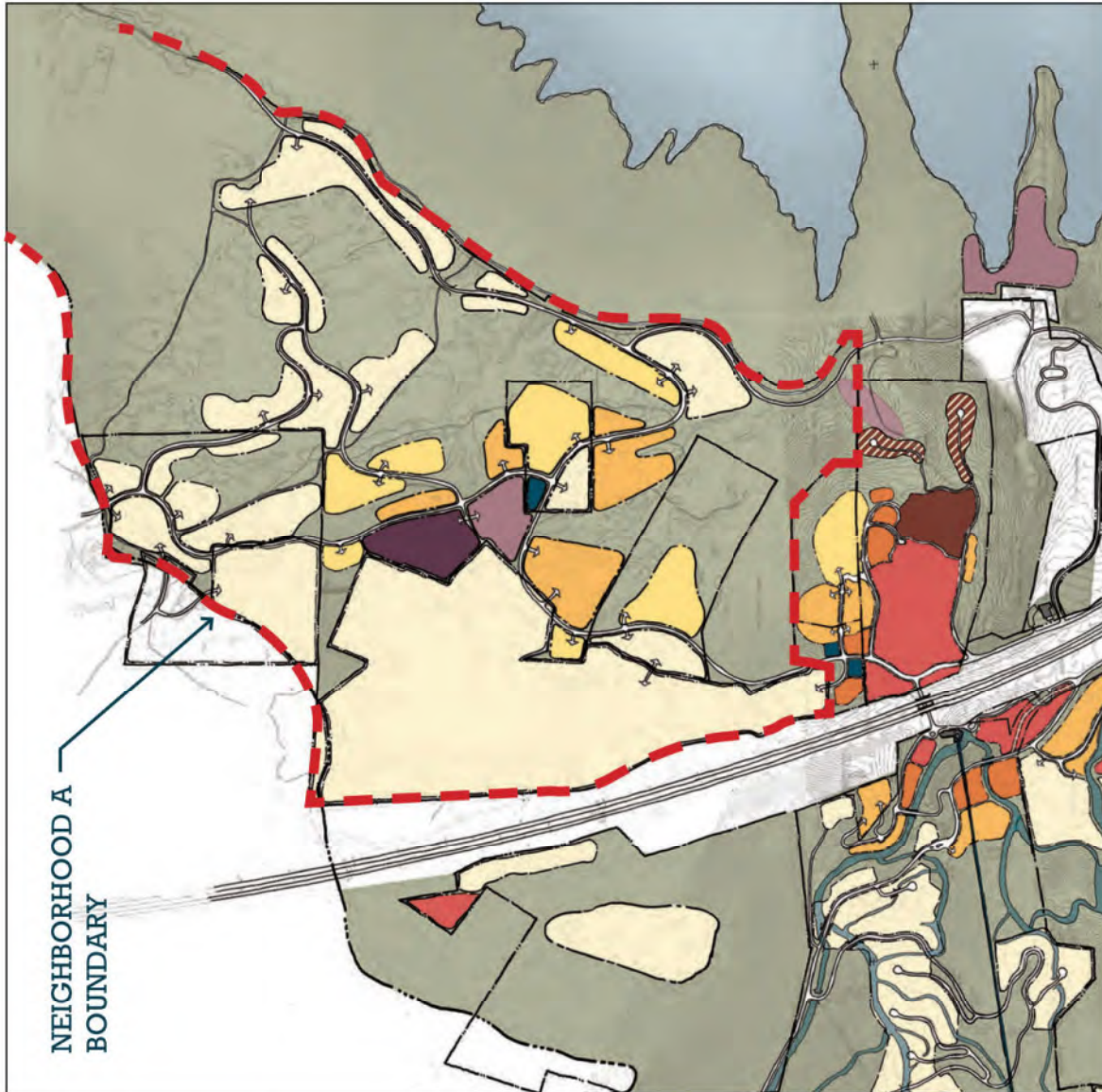


MAXIMUM DENSITIES

The maximum density and can be found on Page B-11, B-14, and B-17.



NAME	DESCRIPTION	UNIT/CORE	MAX HEIGHT
MSF	RESIDENTIAL SINGLE FAMILY	(6 E/FU/C)	2.5 FLOORS
MSD	RESIDENTIAL MEDIUM DENSITY	(6-20 E/FU/C)	3.5 FLOORS
MC	HOSPITALITY SINGLE FAMILY OR HOSPITALITY DENTAL	(8 E/FU/C) (2-16 E/FU/C)	2.5 FLOORS 2 FLOORS
RMVD	RESORT VILLAGE MEDIUM DENSITY	(70 E/FU/C)	4-6 FLOORS
MC	NEIGHBORHOOD COMMERCIAL	(15 E/FU/C)	2.5 FLOORS
SCH	SCHOOL	(NA)	NA
CS	COMMON SPACE/COMMUNITY	(NA)	2.5 FLOORS
OS	OPEN SPACE	(NA)	NA



KEY PLAN



LEGEND

ESTATE LOTS & LARGE LOTS	COMMON SPACE/AMENITY
MEDIUM LOTS & SMALL LOTS	SCHOOL
MEDIUM DENSITY	PARKING
MEDIUM-HIGH DENSITY	OPEN SPACE
HIGH DENSITY	
VILLAGE CENTER / HIGH DENSITY / MIXED USE	
HOSPITALITY	
LOW DENSITY RESIDENTIAL	
HOSPITALITY	
COMMERCIAL	

NEIGHBORHOOD A - TARGET STUDY

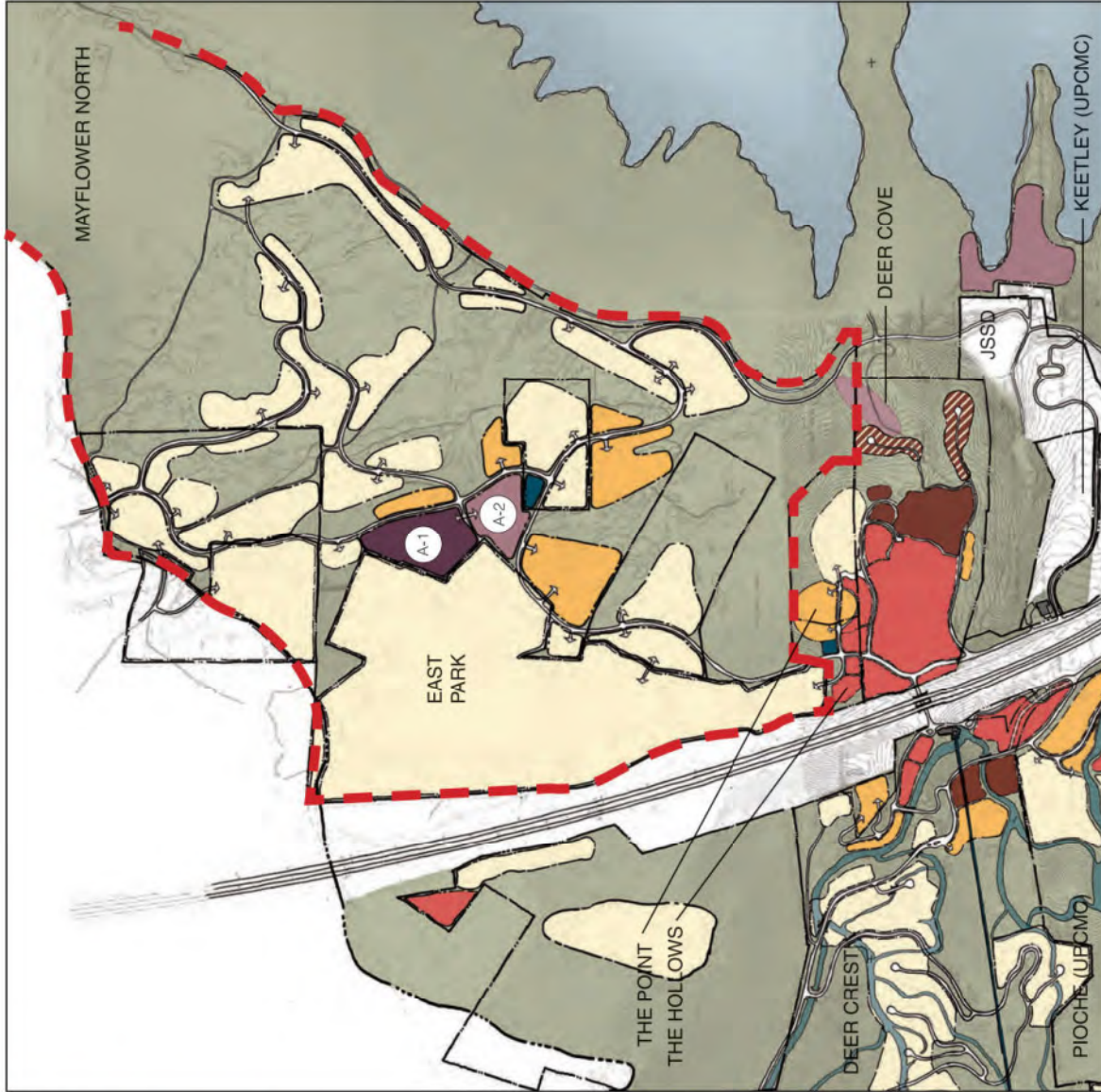
As part of the planning process for the JSPA, a Target Use Study was prepared for Neighborhood A ("Target Study"). The Target Study was prepared to show optimal development densities on the various parcels comprising the Neighborhood. The Zone designations for each Neighborhood were determined in reliance upon the Target Study, but the Target Study does not create Zones, grant densities or establish any other legal rights. The Target Study for this neighborhood is simply provided to show the detailed land use study on which the Zones were based.

MAXIMUM DENSITIES

Page B-11 shows the maximum densities (ERU's) for each property in Neighborhood A. These ERU numbers were derived in the 2002 RSPA Plan or adopted by ordinance or determination of maximum density.

B-9 NEIGHBORHOOD A TARGET STUDY





KEY PLAN



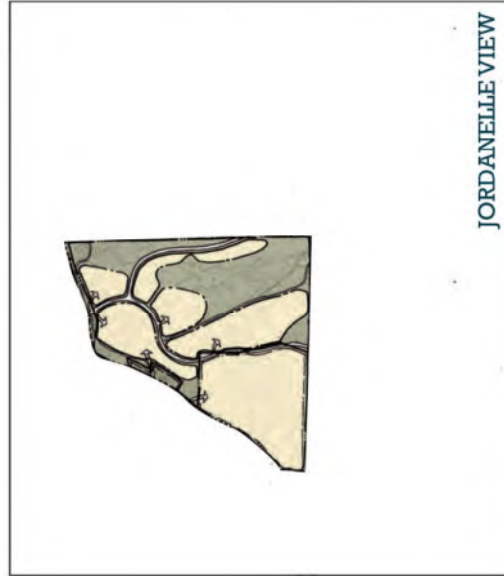
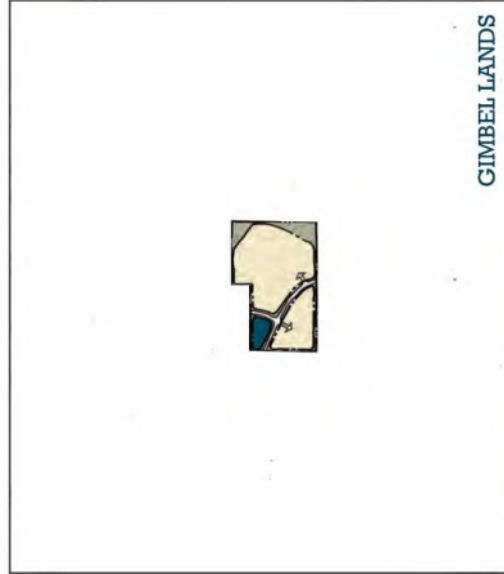
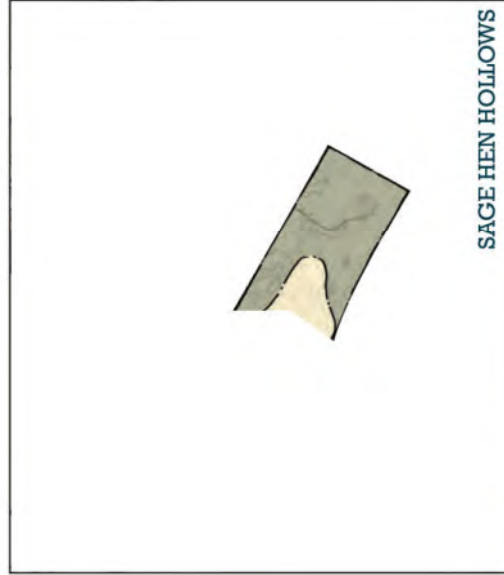
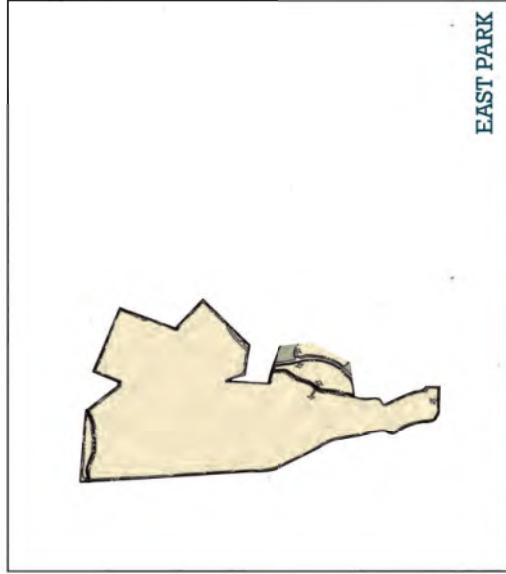
LAND USE LEGEND			
NAME	DESCRIPTION	UNITS/ACRE	MAX. HEIGHT
RSF	RESIDENTIAL SINGLE FAMILY	(6 DU/AC)	2.5 FLOORS
RMD	RESIDENTIAL MEDIUM DENSITY	(6-20 DU/AC)	3.5 FLOORS
HC	RESIDENTIAL SINGLE FAMILY OR HOSPITALITY CASITA	(6 DU/AC) (21-40 DU/AC)	2.5 FLOORS 2 FLOORS
RWMD	RESORT VILLAGE MEDIUM DENSITY	(70 UPA)	4-6 FLOORS
RWHD	RESORT VILLAGE HIGH DENSITY	(80 UPA)	4-8 FLOORS
NC	NEIGHBORHOOD COMMERCIAL	(FSR)	2.5 FLOORS
SCH	SCHOOL	(NA)	NA
CS	COMMON SPACE/AMENITY	(NA)	2.5 FLOORS
OS	OPEN SPACE	(NA)	NA

NOTE: DENSITY PODS A-1 AND A-2 (AS LABELED ON PLAN ON THIS PAGE) HAVE CLASSIFICATIONS OF SCH AND CS RESPECTIVELY. IF THESE ARE NOT USED AS PUBLIC AMENITIES, THEN A-1 WILL BE RSF AND A-2 WILL BE RMD.



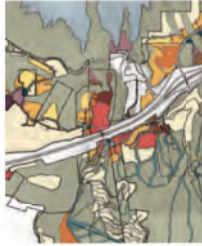


KEY	DESCRIPTION	UNITS/ACRE	MAXIMUM HEIGHT	MAX ERUS
MAYFLOWER NORTH				
RSF	RESIDENTIAL SINGLE FAMILY	6 DU/AC	2.5 STORIES	
RMD	RESIDENTIAL MEDIUM DENSITY	6-20 DU/AC	3.5 STORIES	900
SCH	SCHOOL	NA	NA	
CSA	COMMUNITY SITE	NA	2.5 STORIES	
EAST PARK				
RSF	RESIDENTIAL SINGLE FAMILY	6 DU/AC	2.5 STORIES	260
JORDANELLE VIEW				
RSF	RESIDENTIAL SINGLE FAMILY	6 DU/AC	2.5 STORIES	72
GIMBEL LANDS				
RSF	RESIDENTIAL SINGLE FAMILY	6 DU/AC	2.5 STORIES	55
NC	NEIGHBORHOOD COMMERCIAL	4 FSR	2.5 STORIES	
SAGE HEN HOLLOW				
RSF	RESIDENTIAL SINGLE FAMILY	6 DU/AC	2.5 STORIES	60





KEY PLAN



LEGEND

- ESTATE LOTS & LARGE LOTS
- MEDIUM LOTS & SMALL LOTS
- MEDIUM DENSITY
- MEDIUM-HIGH DENSITY
- HIGH DENSITY
- VILLAGE CENTER / HIGH DENSITY / MIXED USE
- HOSPITALITY
- LOW DENSITY RESIDENTIAL / HOSPITALITY
- COMMERCIAL
- COMMON SPACE/AMENITY
- SCHOOL
- PARKING
- OPEN SPACE

NEIGHBORHOOD B - TARGET STUDY

As part of the planning process for the JSPA, a Target Use Study was prepared for Neighborhood B ("Target Study"). The Target Study was prepared to show optimal development densities on the various parcels comprising the Neighborhood. The Zone designations for each Neighborhood were determined in reliance upon the Target Study, but the Target Study does not create Zones, grant densities or establish any other legal rights. The Target Study for this neighborhood is simply provided to show the detailed land use study on which the Zones were based.

MAXIMUM DENSITIES

Page B-14 shows the maximum densities (ERU's) for each property in Neighborhood B. These ERU numbers were derived in the 2002 RSPA Plan or adopted by ordinance or determination of maximum density.



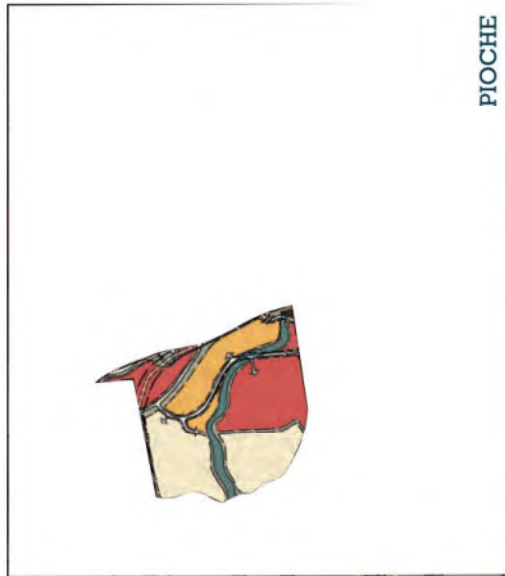
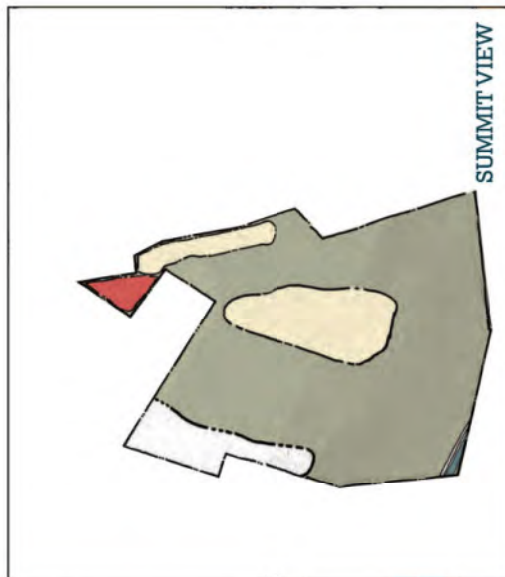


KEY PLAN

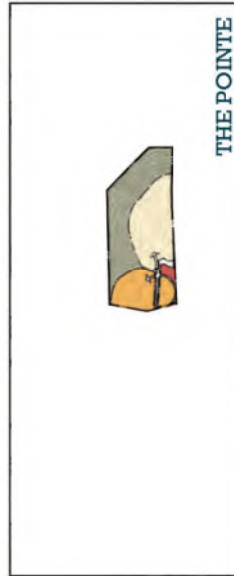
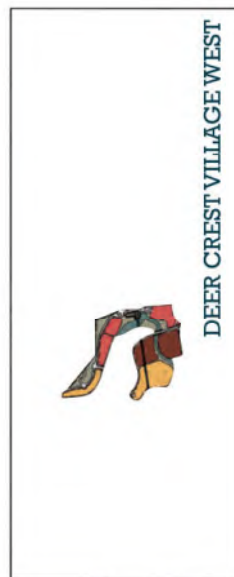


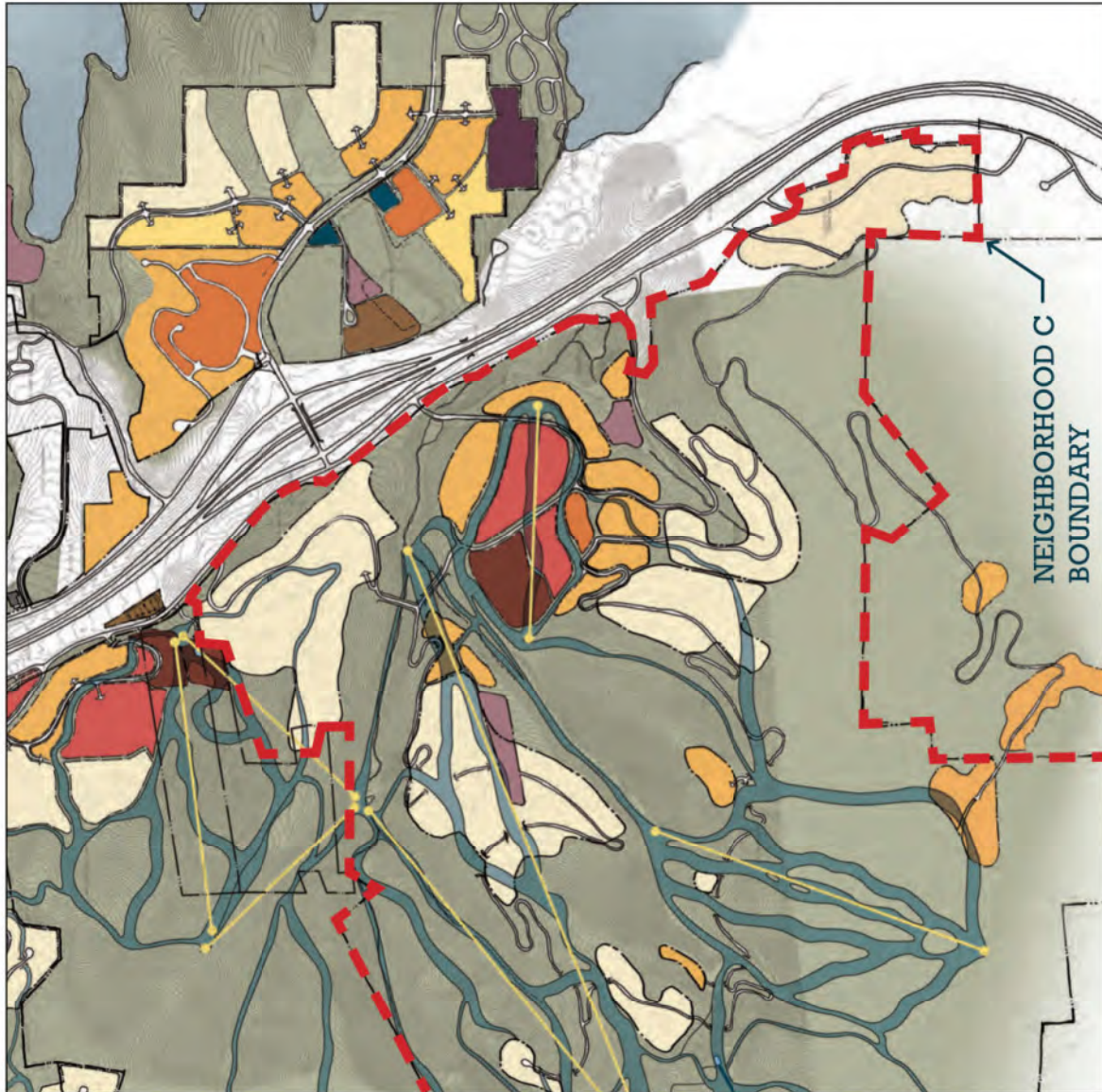
LAND USE LEGEND			
NAME	DESCRIPTION	UNITS/ACRE	MAX. HEIGHT
RSF	RESIDENTIAL SINGLE FAMILY	(6 DU/AC)	2.5 FLOORS
RMD	RESIDENTIAL MEDIUM DENSITY	(6-20 DU/AC)	3.5 FLOORS
HC	RESIDENTIAL SINGLE FAMILY OR HOSPITALITY CASITA	(6 DU/AC) (21-40 DU/AC)	2.5 FLOORS 2 FLOORS
RWMD	RESORT VILLAGE MEDIUM DENSITY	(70 UPA)	4-6 FLOORS
RWHD	RESORT VILLAGE HIGH DENSITY	(80 UPA)	4-8 FLOORS
NC	NEIGHBORHOOD COMMERCIAL	(FSR)	2.5 FLOORS
SCH	SCHOOL	(NA)	NA
CS	COMMON SITE/AMENITY	(NA)	2.5 FLOORS
OS	OPEN SPACE	(NA)	NA





KEY	DESCRIPTION	UNITS/ACRE	MAXIMUM	MAX. ELEV.
PIOCHE				
RSF	RESIDENTIAL SINGLE FAMILY	6 DU/AC	2.5 STORIES	432
RMD	RESIDENTIAL MEDIUM DENSITY	6-20 DU/AC	3.5 STORIES	
RVMD	RESORT VILLAGE MEDIUM DENSITY	70 UPA	4.5 STORIES	
RVHD	RESORT VILLAGE HIGH DENSITY	80 UPA	4.5 STORIES	
DEER CREST VILLAGE WEST				
RMD	RESIDENTIAL MEDIUM DENSITY	6-20 DU/AC	3.5 STORIES	198
RVMD	RESORT VILLAGE MEDIUM DENSITY	70 UPA	4.5 STORIES	
DEER VALLEY				
RVMD	RESORT VILLAGE MEDIUM DENSITY	70 UPA	4.5 STORIES	0
DEER COVE				
RMD	RESIDENTIAL MEDIUM DENSITY	6-20 DU/AC	3.5 STORIES	809
RVMD	RESORT VILLAGE MEDIUM DENSITY	70 UPA	4.5 STORIES	
SCH	SCHOOL	NA	NA	
RVHD	RESORT VILLAGE HIGH DENSITY	80 UPA	4.5 STORIES	
HC	RESIDENTIAL SINGLE FAMILY OR HOTEL CASITA	(6 DU/AC) (21-40 DU/AC)	2.5 STORIES 2 STORIES	
THE PONTE				
RSF	RESIDENTIAL SINGLE FAMILY	6 DU/AC	2.5 STORIES	172
RMD	RESIDENTIAL MEDIUM DENSITY	6-20 DU/AC	3.5 STORIES	
RVMD	RESORT VILLAGE MEDIUM DENSITY	70 UPA	4.5 STORIES	
THE HOLLOWES				
RMD	RESIDENTIAL MEDIUM DENSITY	6-20 DU/AC	3.5 STORIES	190
RVMD	RESORT VILLAGE MEDIUM DENSITY	70 UPA	4.5 STORIES	
HC	NEIGHBORHOOD COMMERCIAL	4 FSR	2.5 STORIES	
SUMMIT VIEW				
RSF	RESIDENTIAL SINGLE FAMILY	6 DU/AC	2.5 STORIES	246
RVMD	RESORT VILLAGE MEDIUM DENSITY	70 UPA	4.5 STORIES	





KEY PLAN



LEGEND

- ESTATE LOTS & LARGE LOTS
- MEDIUM LOTS & SMALL LOTS
- MEDIUM DENSITY
- MEDIUM-HIGH DENSITY
- HIGH DENSITY
- VILLAGE CENTER / HIGH DENSITY / MIXED USE
- HOSPITALITY
- LOW DENSITY RESIDENTIAL
- HOSPITALITY
- COMMERCIAL
- COMMON SPACE / AMENITY
- SCHOOL
- PARKING
- OPEN SPACE

NEIGHBORHOOD C - TARGET STUDY

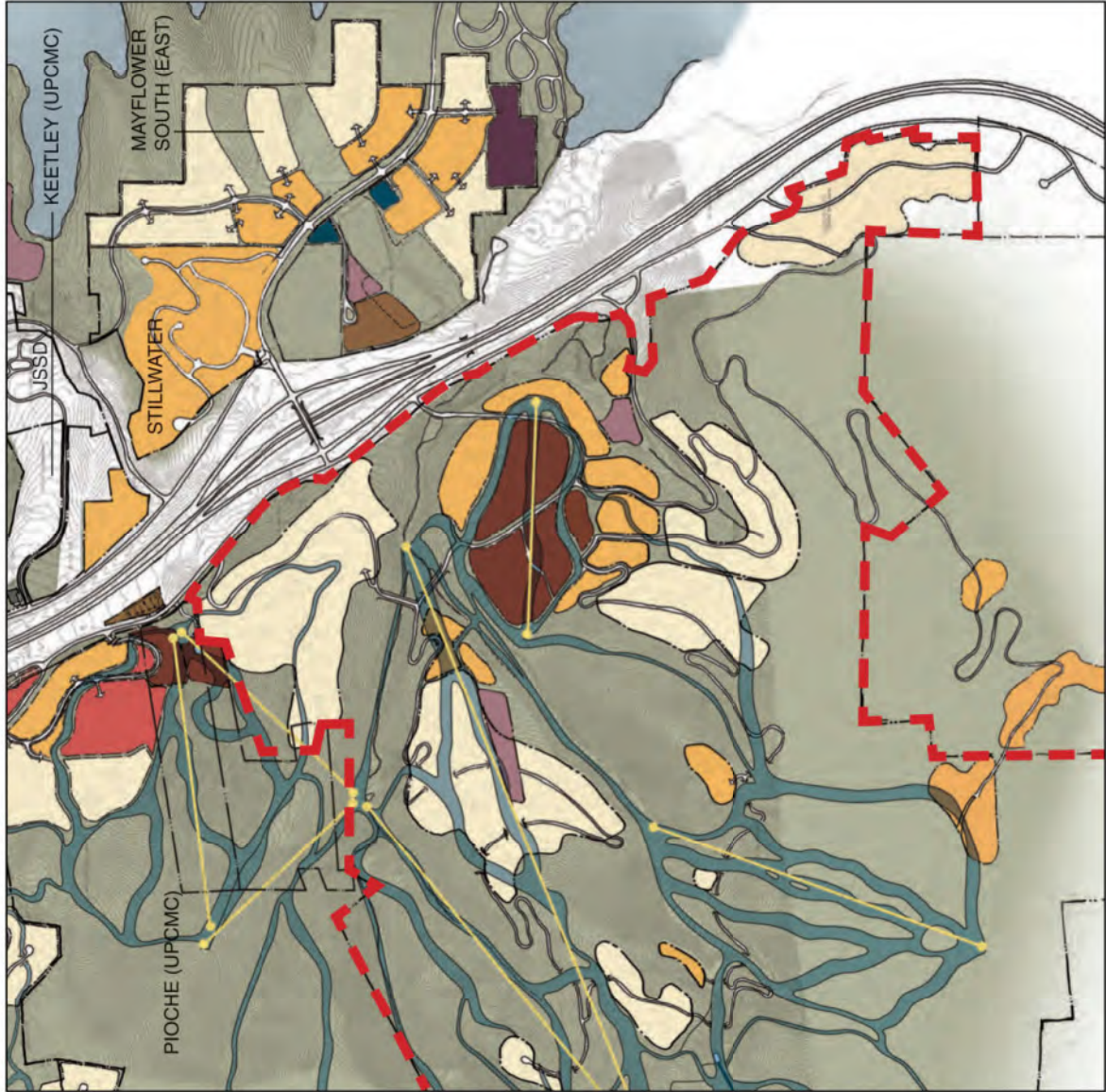
As part of the planning process for the JSPA, a Target Use Study was prepared for Neighborhood C ("Target Study"). The Target Study was prepared to show optimal development densities on the various parcels comprising the Neighborhood. The Zone designations for each Neighborhood were determined in reliance upon the Target Study, but the Target Study does not create Zones, grant densities or establish any other legal rights. The Target Study for this neighborhood is simply provided to show the detailed land use study on which the Zones were based.

MAXIMUM DENSITIES

Page B-17 shows the maximum densities (ERU's) for each property in Neighborhood C. These ERU numbers were derived in the 2002 RSPA Plan or adopted by ordinance or determination of maximum density.

B-15 NEIGHBORHOOD C TARGET STUDY

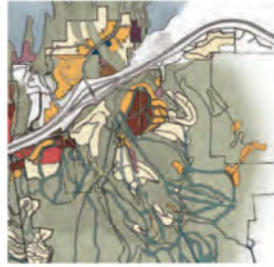


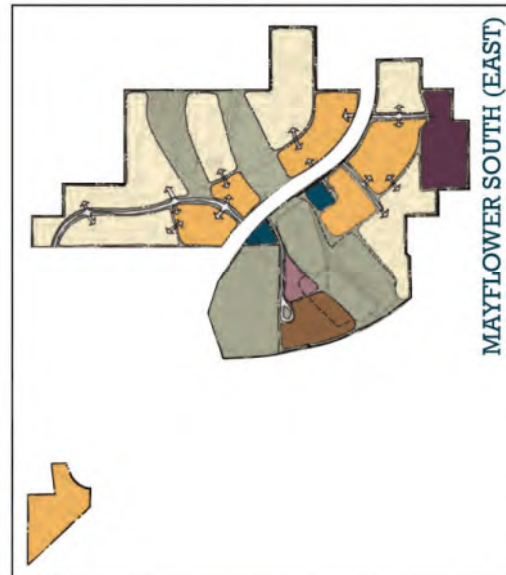
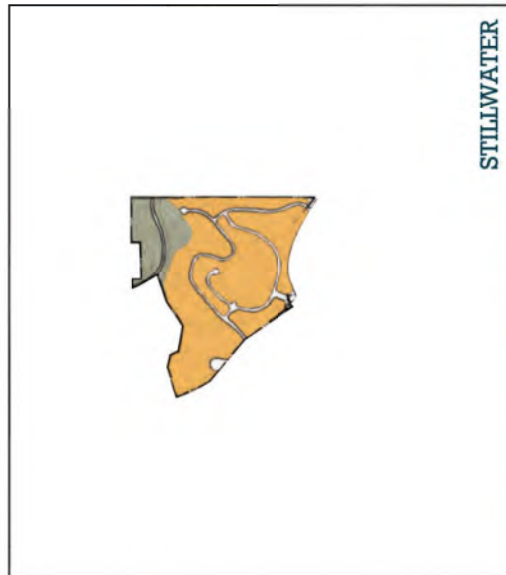


LAND USE LEGEND

NAME	DESCRIPTION	UNITS/ACRE	MAX. HEIGHT
RSF	RESIDENTIAL SINGLE FAMILY	(6 DU/AC)	2.5 FLOORS
RMD	RESIDENTIAL MEDIUM DENSITY	(6-20 DU/AC)	3.5 FLOORS
HC	RESIDENTIAL SINGLE FAMILY OR HOSPITALITY CASITA	(6 DU/AC) (21-40 DU/AC)	2.5 FLOORS 2 FLOORS
RWMD	RESORT VILLAGE MEDIUM DENSITY	(70 UPA)	4-6 FLOORS
RWHD	RESORT VILLAGE HIGH DENSITY	(80 UPA)	4-8 FLOORS
NC	NEIGHBORHOOD COMMERCIAL	(FSR)	2.5 FLOORS
SCH	SCHOOL	(NA)	NA
CS	COMMON SPACE/AMENITY	(NA)	2.5 FLOORS
OS	OPEN SPACE	(NA)	NA

KEY PLAN



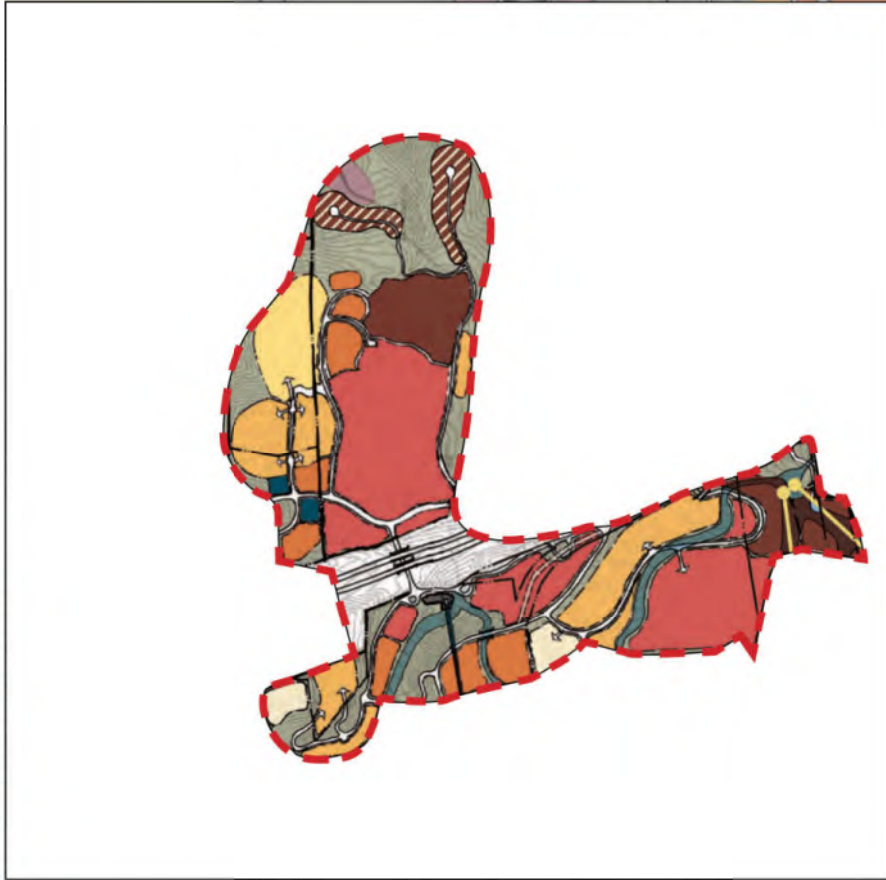


KEY	DESCRIPTION	UNITS/ACRE	MAXIMUM HEIGHT	MAX. ERU/S
MAYFLOWER WEST	RESIDENTIAL SINGLE FAMILY	6 DU/AC	2.5 STORIES	1,024
	RESIDENTIAL MEDIUM DENSITY	6-10 DU/AC	3.5 STORIES	
	RESORT VILLAGE HIGH DENSITY	80 UPA	4-8 STORIES	
	COMMUNITY SITE	NA	2.5 STORIES	
MAYFLOWER EAST	RESIDENTIAL SINGLE FAMILY	6 DU/AC	2.5 STORIES	392
	RESIDENTIAL MEDIUM DENSITY	6-10 DU/AC	3.5 STORIES	
	NEIGHBORHOOD COMMERCIAL	4 FSR	2.5 STORIES	
	COMMUNITY SITE	NA	2.5 STORIES	
	SCHOOL	NA	NA	
	PARKING	NA	NA	
		NA	NA	
STILLWATER	RESIDENTIAL MEDIUM DENSITY	6-10 DU/AC	3.5 STORIES	181



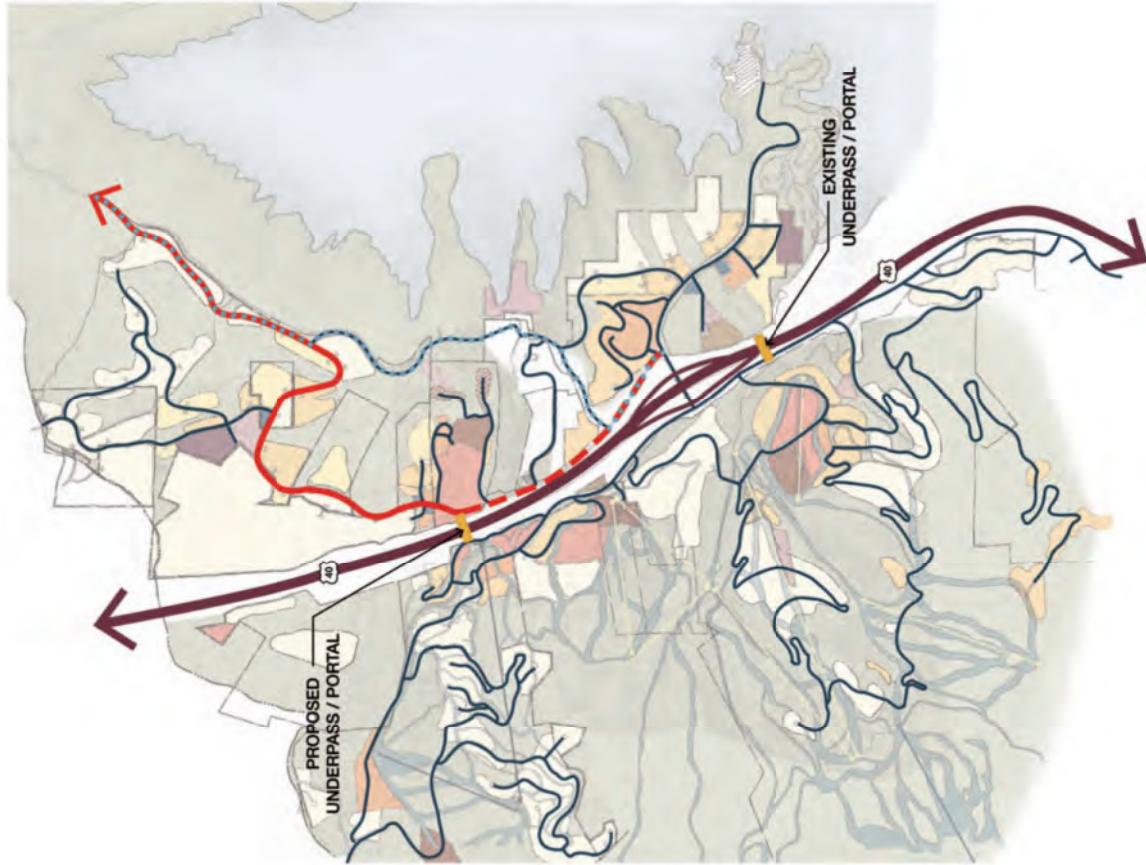


DEER CREST VILLAGE



MAYFLOWER SOUTH VILLAGE



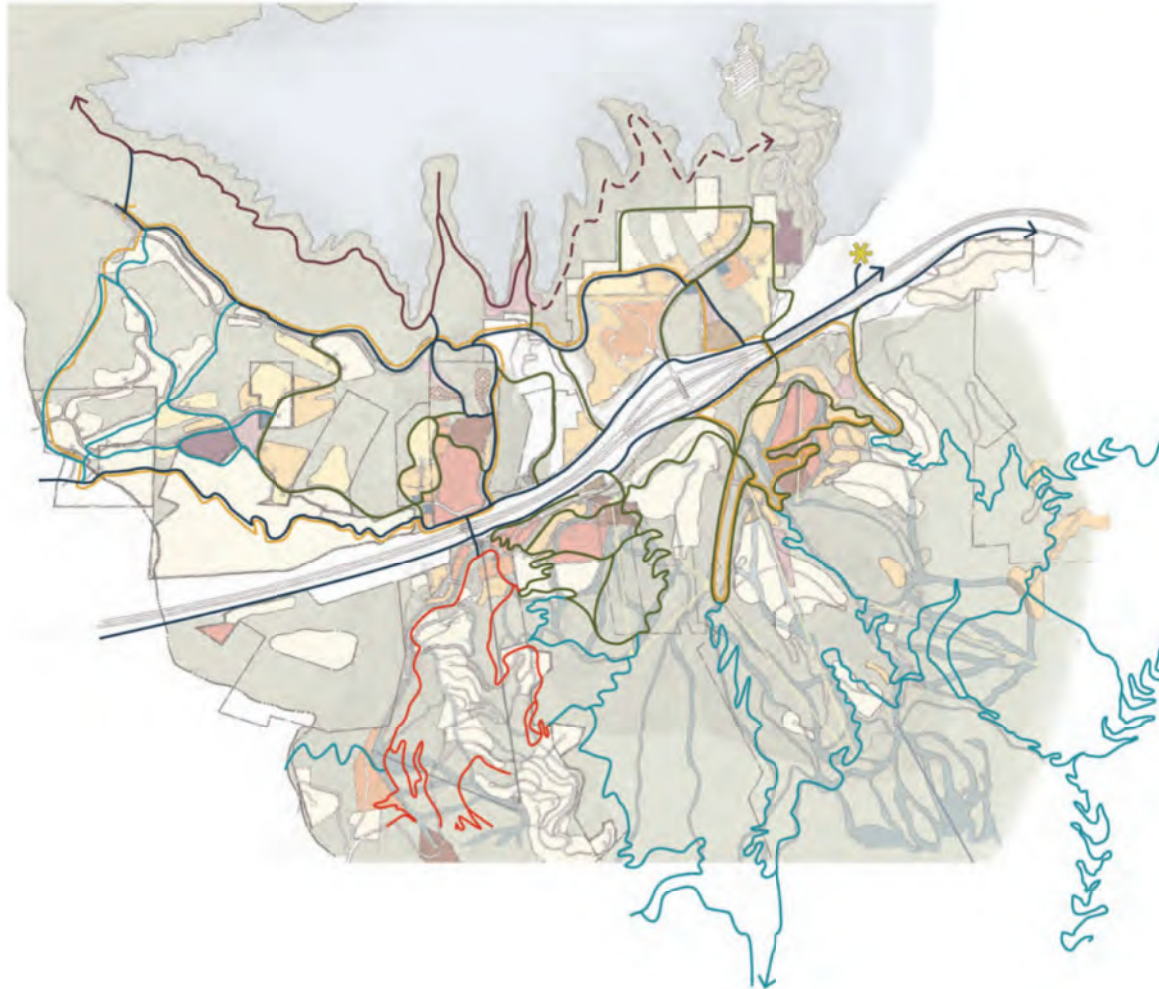


LEGEND	
	HWY 40
	PORTAL / UNDERPASS
	JORDANELLE PARKWAY - 2 LANES
	JORDANELLE PARKWAY - 4 OR 5 LANES
	CONNECTOR ROADS - 2 LANES
	JORDANELLE PARKWAY - POTENTIAL ALTERNATE

NOTES

The proposed roads are shown in the drawing. The major road, the Jordanelle Parkway, and the Portal, are the only roads that span multiple landowners and will be shared costs on some basis.

The alignment of the Jordanelle Parkway and connector roads are subject to change based on topography and the need to work with the actual design and alignment of approved master plans.



LEGEND

- 6' - 12' EQUESTRIAN TRAILS
- 4' SOFT MOUNTAIN BIKE, PEDESTRIAN TRAILS
- 6' - 8' SOFT PEDESTRIAN TRAILS
- 10' HARD PEDESTRIAN, BICYCLE TRAILS
- EXISTING TRAILS
- EXISTING STATE PARK TRAIL
- PROPOSED STATE PARK TRAIL
- OVERLOOK

Paved Trails

As part of the master plan, the area will have a comprehensive and user friendly trail system. The paved trails, which will be easier trails suitable for family use, will accommodate cycling, hiking and equestrian use. They will also be usable for sleighs in the winter.

Mountain Trails

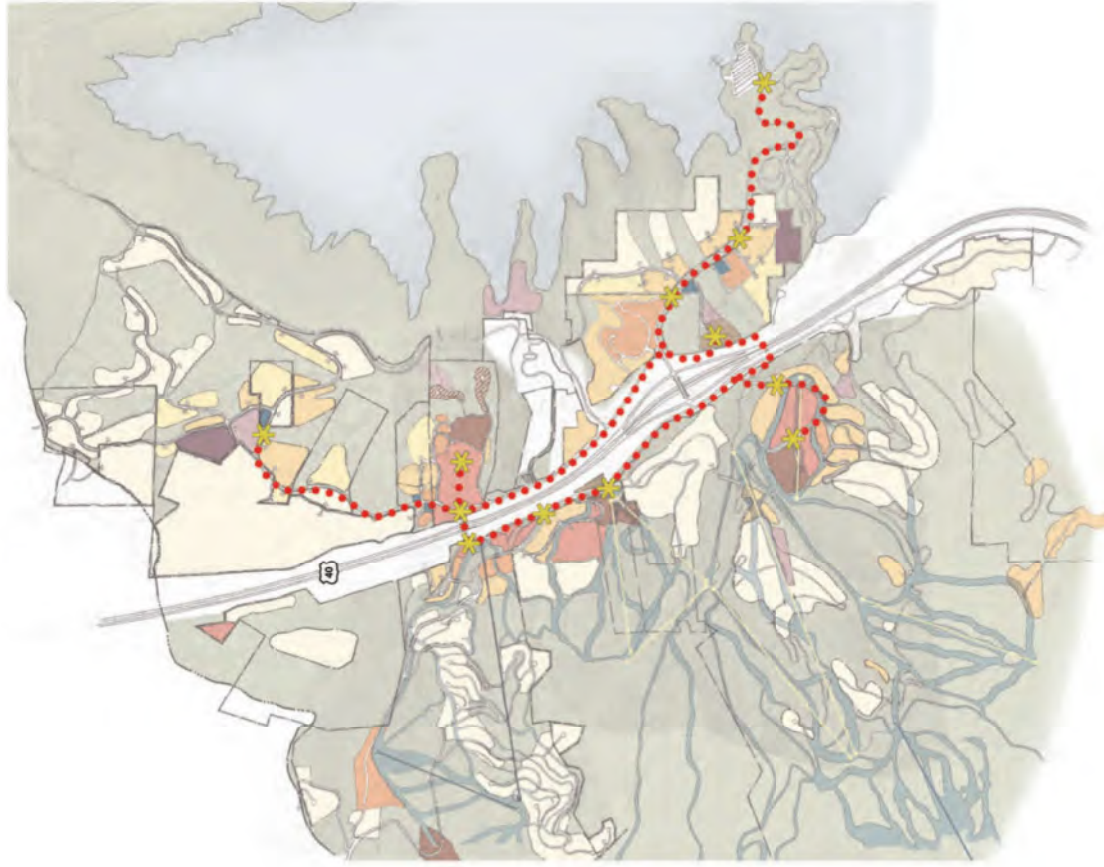
The more difficult Mountain trails will connect to the Park City, Deer Valley and Wasatch State Park trail system.

Eventual Connection to Sundance and Provo Canyon

When the entire system is completed in Wasatch County, trail users will be able to go from the Jordanelle and Summit County, to Sundance and Provo Canyon.

Trail Head Parking

The parking next to Highway 40 in the Deer Crest Village area has approximately 450 parking spaces.



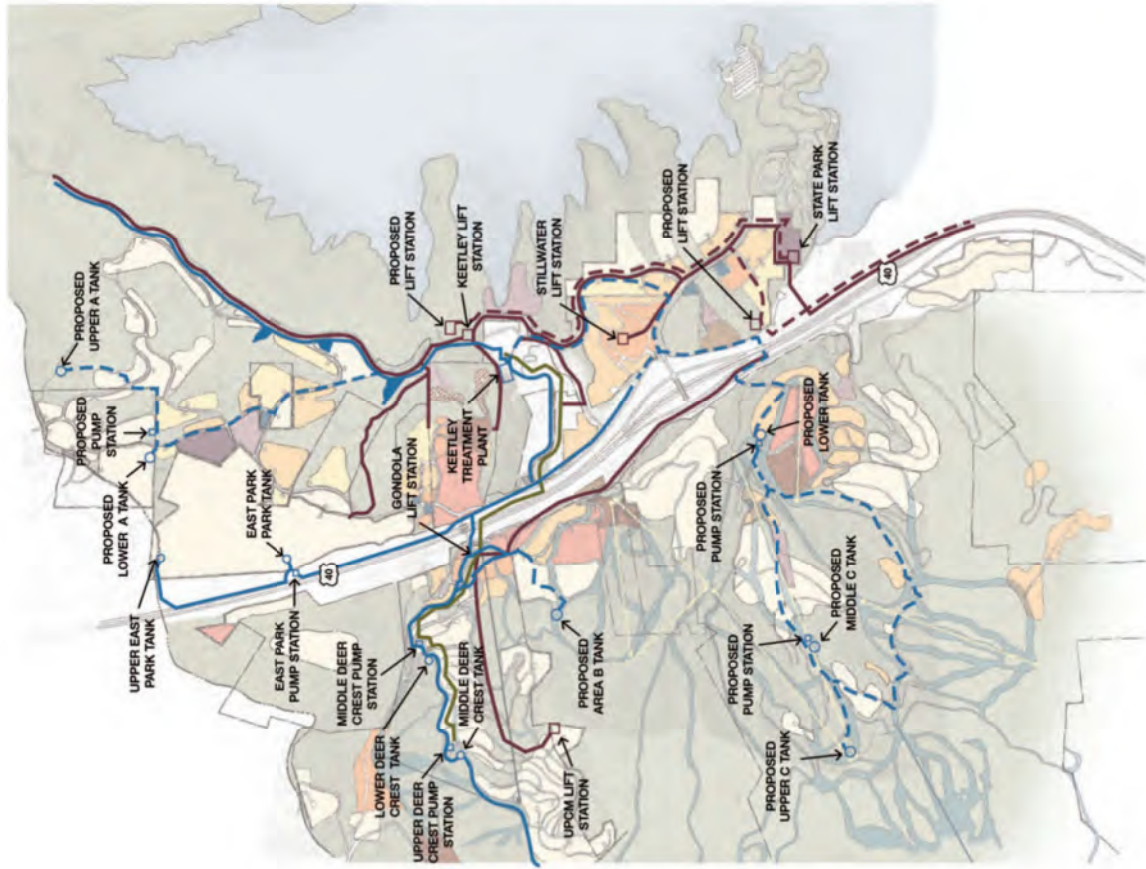
LEGEND

TRANSIT ROUTE

TRANSIT STOP

NOTES

A transit system providing access to ski terminals may be provided as part of the JSPA. The transit system would be seasonally operated, and financed by a small assessment to landowners or tenants of the JSPA and/or a fare system. This Transit System will not be considered until approximately fifty (50) percent of the JSPA is developed and absorbed or as determined by Wasatch County.



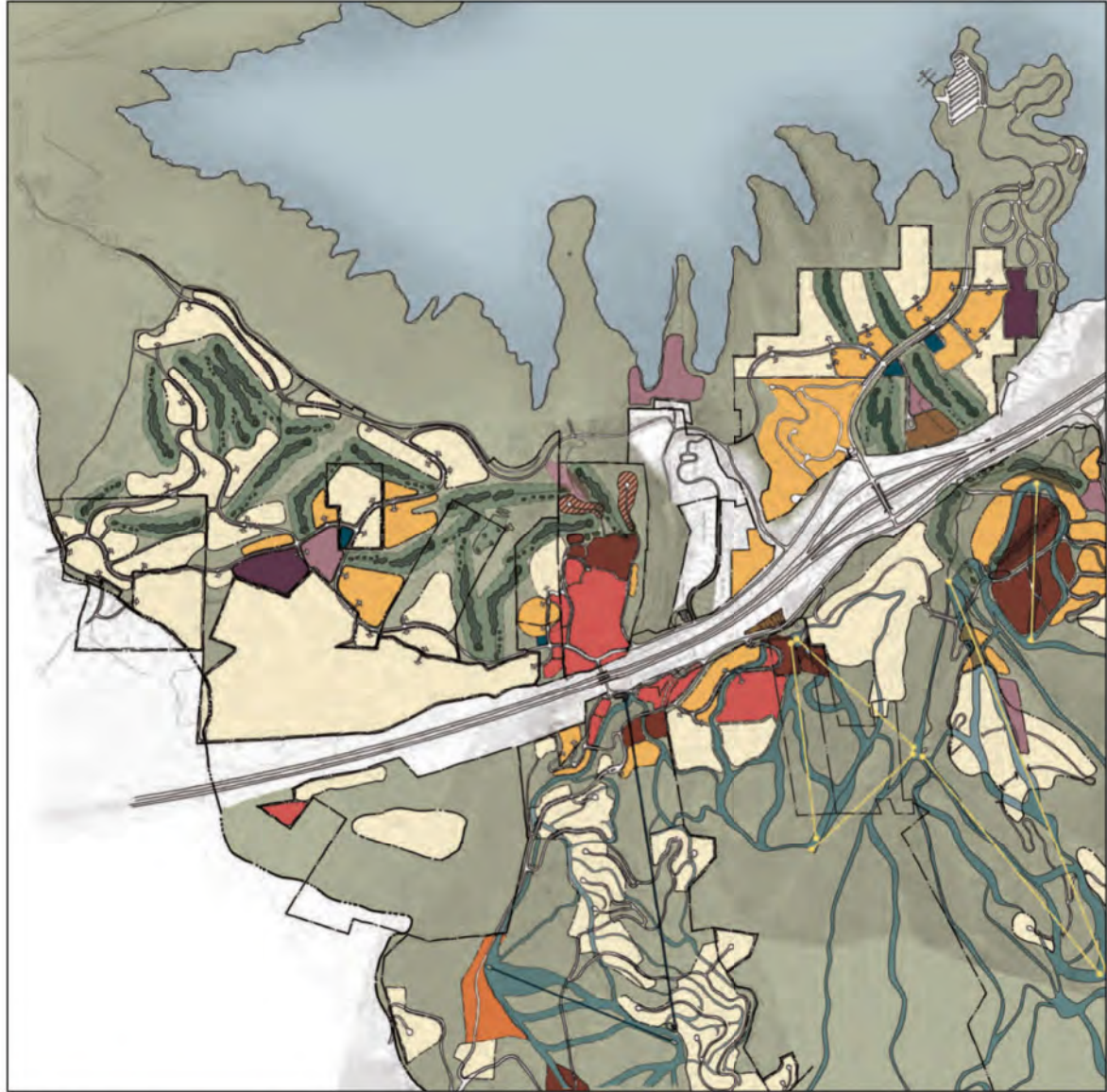
LEGEND	
	EXISTING WATER LINE
	PROPOSED WATER LINE
	EXISTING SEWER LINE
	PROPOSED SEWER LINE
	PROPOSED SECONDARY WATER LINE
	PUMP STATION
	WATER TANK
	SEWER LIFT STATION
	DETENTION BASIN

NOTES

This plan is subject to change based on the actual design and alignment of approved master plans.

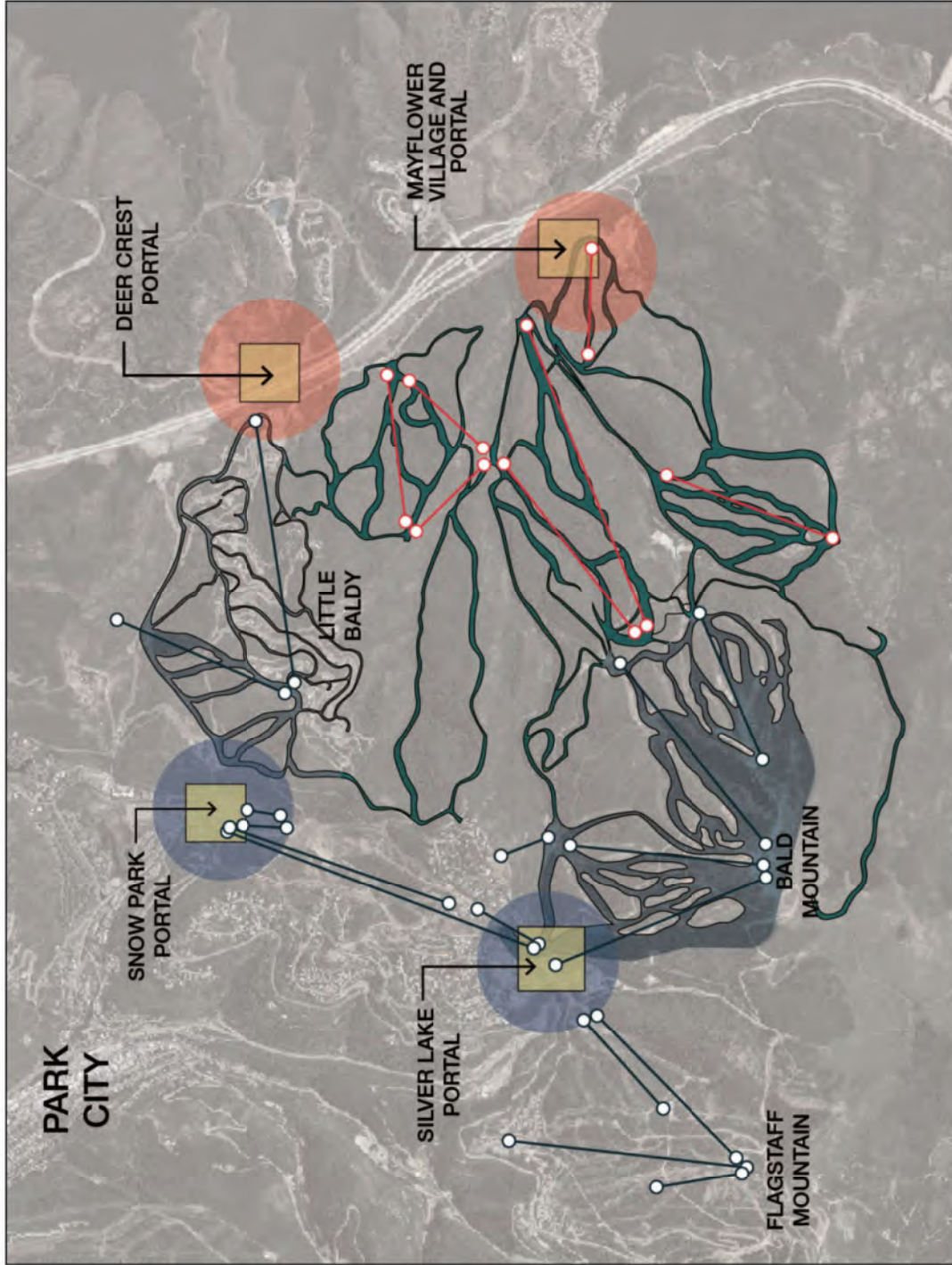
The Culinary water, Sewer plans and Secondary water system plan were produced by the JSSD. Actual locations of infrastructure improvements are subject to final agreements and review by affected agencies and landowners.

Detention Basin locations are taken from earlier studies. Actual locations of infrastructure improvements are subject to final agreements and review by affected agencies and landowners.



NOTES

One potential feature of the JSPA is a golf course. A golf course would help solidify the JSPA as a four seasons resort, complementing the other warm weather recreational uses, as well as taking advantage of the beautiful setting.



LEGEND

- EXISTING DENSITY POD
- FUTURE DENSITY POD
- FUTURE SKI AREA PORTAL
- EXISTING SKI AREA PORTAL
- FUTURE SKI LIFT
- EXISTING SKI LIFT
- PROPOSED SKI RUNS
- EXISTING SKI RUNS

NOTES

The proposed ski lifts and runs shown are based on a draft of the Deer Valley East Ski Concept Plan, dated November 19, 2013, and are subject to change.



Botanical Name	Common Name
Trees	
Acer ginnala 'Flame'	Flame Maple
Acer freemanii 'Jeffers Red'	Farview Flame Maple
Betula occidentalis	Western Red Birch
Celtis occidentalis	Hackberry
Cercocarpus ledifolius	Cutleaf Mountain Mohogany
Corylus avellana 'Contorta'	Contorted Filbert
Juniperus scopulorum	Rocky Mountain Juniper
Malus 'Dolgo'	Dolgo Crabapple
Populus tremuloides	Quaking Aspen
Quercus gambelli	Gambel Oak
Evergreen Trees	
Abies lasiocarpa	Alpine Fir
Picea abies	Norway Spruce
Picea engelmannii	Engelmann Spruce
Picea pungens	Colorado Spruce
Pinus aristata	Bristlecone Pine
Pinus ponderosa	Ponderosa Pine
Pinus sylvestris	Scotch Pine
Shrubs	
Amelanchier alnifolia	Serviceberry
Aronia arbutifolia	Chokeberry
Cornus sericea	Red Osier Dogwood
Cotoneaster lucidus	Peking Cotoneaster
Euonymus alatus	Burning Bush
Juniperus horizontalis 'Plumosa Compacta'	Compact Andorra Juniper
Juniperus horizontalis 'Bar Harbor'	Bar Harbor Juniper
Juniperus horizontalis 'Prince of Wales'	Prince of Wales Juniper
Juniperus sabinna tamariscifolia	Tamarix Juniper
Juniperus monosperma	One-Seed Juniper
Pinus Mugo 'Compacta'	Compact Mugo Pine
Potentilla fruticosa	Shrubby Cinquefoil
Ribes Aureum	Golden Currant
Rosa woodsii	Woods Rose
Rosa rubrifolia	Red Leaf Rose
Rosa Multiflora	Multiflora Rose
Salix purpurea nana	Dwarf Arctic Willow
Shepherdia argentea	Silver Buffaloberry
Symphoricarpos albus	Common Snowberry
Viburnum x burejaeticum	Manchurian Viburnum

Botanical Name	Common Name
Ground Covers/Vines	
Clematis Jackmanii	Jackman Clematis
Clematis tangutica	Golden Tiara
Gallium odorata	Sweet Woodroof
Mahonia repens	Creeping Oregon Grape
Vinca minor 'Mrs. Bowles'	Periwinkle
Perennials	
Achillea filipendula	Fern-Leaf Yarrow
Anemone pulsatilla	Basque Flower
Anemone sylvestris	Snowdrop Anemone
Astilbe chinensis	Chinese Astilbe
Campanula carpatica	Carpathian Bellflower
Clematis x Paratiele 'Travelers Joy'	Hardy Clematis
Coreopsis resea	Pink Lowered Coreopsis
Echinacea purpurea	Purple Coneflower
Euphorbia griffithii 'Fireglow'	Fireglow Spurge
Gaillardia x grandiflora	Blanketflower
Iris missouriensis	Rocky Mountain Iris
Iris siberica x 'Papillon'	Siberian Iris
Iris versicolor	Blueflag Iris
Lupinus 'Dwarf Miniature Lupine'	Dwarf Miniature Lupine
Lupinus 'Russell Hybrids'	Russel Lupine
Monarda didyma	Beesbalm
Penstemon barbatus	Beard-Tongue
Rudbeckia 'fulgida 'Goldstrum'	Goldstrum Coneflower
Sedum 'Autumn Joy'	Autumn Joy Stone Crop





Resolution No. 12-98

**RESOLUTION TO AMEND DEVELOPMENT PARAMETERS
FOR FLAGSTAFF MOUNTAIN**

WHEREAS, on May 17, 1994 United Park City Mines Company (UPCM) filed an application for annexation to Park City of certain UPCM holdings within the Ontario and Daly Canyons, along with property held by several other mining companies and/or families; and

WHEREAS, the Planning Commission reviewed the proposal several times throughout 1994 and 1995, provided feedback, and based on Planning Commission feedback, the applicant submitted a revised annexation plan on June 14, 1995; and

WHEREAS, the Planning Commission and a special Flagstaff Task Force held several meetings on the revised plan throughout the remainder of 1995 and the balance of 1996 and held public hearings on the revised plan on October 25, 1995 and November 13, 1996; and

WHEREAS, on March 26, 1997, the Planning Commission recommended annexation of the Flagstaff area, with certain development parameters; and

WHEREAS, the Council began its consideration of the Planning Commission recommendation on April 17, 1997 and continued to take staff, applicant, and public input on April 24, 25, 28 and 29 and May 1, 6, and 8, 1997; and

WHEREAS, on April 24, 1997 the Council opened a public hearing for over 350 attendees, and took testimony from 46 participants. The public sentiment revealed support for annexation, but concerns regarding the development parameters; and

WHEREAS, the City mailed and published notice of the proposed annexation and annexation policy declaration to all affected entities and received no protest to the annexation; and

WHEREAS, on May 10, 1997, the Council concluded in Resolution No. 10-97 that annexation was appropriate and that many, but not all, of the proposed development parameters could be accommodated in the Flagstaff area; and

WHEREAS, without withdrawing its annexation petition, the applicant rejected the Council's 1997 development parameters, and began to pursue development entitlement in unincorporated Summit and Wasatch Counties; and

WHEREAS, on July 8, 1998 the applicant approached the Council with a renewed desire to annex and with additional offers of on and off-site transportation facilities, utilities, enhancements, and recreation amenities; and

WHEREAS, Council convened several work sessions, an additional public meeting, and facilitated interest group meetings to consider new development parameters; and

WHEREAS, on August 27, 1998, approximately 100 people attended, and over 20 individuals commented on new draft development parameters; and

WHEREAS, based on public input, Council further negotiated improved development parameters; and

WHEREAS, based on all of the staff, applicant and public input, the Council hereby reconfirms that the Flagstaff area should develop within the City; and

WHEREAS, in consideration of the foregoing, the Council finds that it is in the best interests of the citizens of Park City to adopt the attached development parameters and to direct staff to prepare a development agreement and annexation documents for Council to consider in its next step to finalize annexation of the Flagstaff area:

NOW, THEREFORE BE IT RESOLVED by the Park City Council as follows:

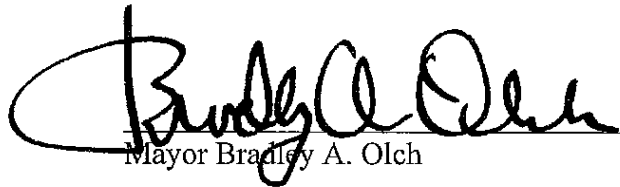
SECTION 1. FLAGSTAFF DEVELOPMENT.

1. The development parameters adopted for the Flagstaff annexation area in Resolution No. 10-97 are hereby rescinded.
2. The attached development parameters for the Flagstaff area attached hereto are hereby adopted (Attachment A).
3. Staff shall prepare a development agreement for Council review and consideration prior to annexation.
4. Staff shall prepare annexation documents for Council review and consideration.

SECTION 2. EFFECTIVE DATE. This Resolution shall become effective upon adoption.

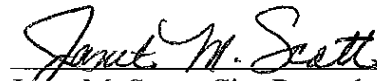
PASSED AND ADOPTED this 10th day of September, 1998.

PARK CITY MUNICIPAL CORPORATION



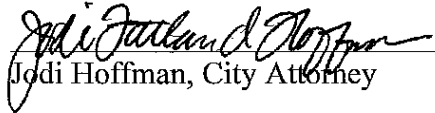
Mayor Bradley A. Olch

Attest:



Janet M. Scott, City Recorder

Approved as to form:



Jodi Hoffman, City Attorney



FLAGSTAFF DEVELOPMENT PARAMETERS

September 10, 1998

PART I. FLAGSTAFF AREA

SECTION 1. Development Configuration, Limitations and Maximum Density

- A. Flagstaff Area: (see Exhibit A). The Flagstaff Area is composed of two primary development zones: the lower "Mountain Village" area and the "Northside Neighborhood" area".
1. Mountain Village: (formerly Pods A and B) The Mountain Village is intended to be a mixed use residential and commercial resort support area which is configured as a *pedestrian village*. Site specific configuration will be established as a part of the Small Scale Master Plan process. In reviewing the configuration, the Planning Commission will consider the following parameters:
 - a. The development shall be constrained to up to 115 acres in overall size.
 - b. Pedestrian village means that at least 65% of the residential properties are clustered within walking distance (5 minute walk) of a transportation hub of the village, which can be directly accessed by pathways or sidewalks. The transportation hub is defined as the terminus of a public and/or private transportation system and public plaza located as centrally as possible within the village. The balance of the density may occur in one of the two other pods shown on Exhibit A, as determined appropriate by the Planning Commission during the Small Scale Master Planned Development (MPD) review process.
 - c. A maximum of sixteen (16) single-family homes on Prospect Ridge above the 7800 foot elevation. The applicant shall limit the height and size and siting of the single-family development on Prospect Ridge north of the proposed road to reduce the visibility with the precise limitations to be established by the Planning Commission at the MPD stage based on a visual analysis.
 - d. A maximum of four hundred seventy (470) residential units (705 Unit Equivalents) of density within the Mountain Village. Such density shall be configured as multi-family, hotel or planned unit development (PUD) units, provided the PUD units do not exceed 60 within the village. Clustering of residential units within the village and around common open spaces is a specific design criteria. The specific siting and configuration of such units shall be determined through the small scale MPD process by the Planning Commission.

- e. A maximum of 75,000 sq. ft. of resort related commercial uses which shall include neighborhood commercial uses for residents and visitors, such as groceries and sundries.
2. Northside Neighborhood (formerly Pod D) is intended as a single- family residential area within the annexation boundaries and shall consist of :
 - a. A maximum of 100 acres of development in this area.
 - b. A maximum of 38 single family homes, the size and location of which shall be determined by the Planning Commission at the Small Scale MPD/ Subdivision stage according to the following principles:
 - homes shall be placed out of the meadow areas
 - limits of disturbance shall be at least 50 feet from any ski runs
 - structures and roads shall be configured to minimize road and utility impacts
 - minimize visual intrusion from road and ski run viewpoints
 - provide trail easements to connect to the area trail system
 - the limits of disturbance of building sites shall avoid restricting ski access through the area generally referred to as the “enchanted forest”.
 - c. A Chapel will be allowed under the following conditions:
 - No utility extension will be allowed (power may be allowed if it is readily accessible).
 - The Chapel will not be accessed by an improved road.
 - The siting and construction will comply with the provisions of the Sensitive Lands Ordinance.
3. UPCM has agreed to preserve the head frame at the Daly West site. Other significant structures and equipment related to prior mining operations shall be preserved for their historic value to the extent feasible based upon the required inventory of historic features and historic preservation plan.
4. UPCM agrees to limit wood-burning to one fireplace or wood-burning device per single family unit. The multifamily units will be allowed to have only one common wood-burning fireplace per project.
5. The applicant shall formulate and incorporate detailed design guidelines for the Flagstaff development. The development shall have a strong common architectural theme through the use of materials, roof pitch, architectural detailing, landscape, color, mass, scale, building heights and pedestrian linkages. These guidelines shall be approved by the Planning Commission prior to any building permit issuance in the Flagstaff area.
6. Existing improvements to the Ontario Mine Site (Silver Mine Adventure) shall be

permitted to continue to operate as the current use within the annexation boundary and will be allowed to be improved or replaced within its historical context. Any expansion or modification of use would require approval by the City in accordance with the provisions of the Park City Land Management Code.

7. Building heights shall be those allowed in the RD zone. Projects in Flagstaff would be subject to the height provisions of the Land Management Code, which includes a process for consideration of height variation. Projects in the Mountain Village could apply for the height variation.
8. It is anticipated that interval ownership will be considered in Flagstaff. The Planning Commission and City Council will review requests for interval ownership and would prefer interval ownership programs with longer intervals to increase the use of the units as nightly rental.

SECTION 2. Access and Utilities

A. UPCMC agrees to the following restrictions on access:

1. Some realignment to existing SR224 may be necessary from the Ontario Mine site to the Summit County line. The road will be to a similar standard as the historical SR224. Access over SR224 would remain seasonal (see attached Exhibit C).
2. UPCM C agrees not to renew any leases for recreational snowmobiling.
3. A private road would serve the Flagstaff project. Access would be limited to project use at two intersections with SR224, not at the County line (see attached Exhibit C). Operational procedures to control access would be refined prior to any small scale Master Plan approval.
4. The project would require seasonal emergency, secondary access through Deer Valley (Exhibit D).
5. A comprehensive emergency response plan will be required. The proposal includes a public safety facility site. The final public safety and emergency access plan would be determined prior to any permit issuance, and after coordination with affected entities, such as the Park City Fire District
6. UPCM C agrees to provide, and improve where appropriate, recreational access to trails and other amenities with the annexation area.

B. Utilities and Public Facilities

1. Flagstaff would be served by and subject to approval of, the Snyderville Basin Sewer Improvement District (SBSID).

2. UPCMC agrees that water for the Flagstaff Annexation Area would be a part of the Park City water system. UPCMC would be responsible for developing the distribution system and UPCMC and the City for developing the source. UPCMC agrees to cooperate with the City in developing sources including, but not limited to, making well sites, water rights and easements available to the City.
3. The utilities will be sized to serve the Flagstaff project, and contiguous UPCMC property, and will not have excess capacity to serve other adjacent developments.

SECTION 3. Transit, Traffic and Parking.

A. Transportation and Traffic Mitigation. The developer has agreed to provide the following to reduce the traffic generated by the project:

1. Provide a base level of van and shuttle service including, but not limited to, circulator service within the Mountain Village and a designated City transit connection. Provide guest shuttles to key destinations such as Main Street, Silver Lake and recreational trail heads. Specific van and shuttle routes will be established to minimize impacts on existing neighborhoods.
2. Construct road and intersection improvements of SR224 and the intersection of Marsac and Deer Valley Drive to remedy existing deficiencies including:
 - Financial participation by UPCMC on the reconstruction of the intersection of Marsac Avenue and Deer Valley Drive. UPCMC will be responsible for paying its proportional share of the cost of such reconstruction in order to offset the impact directly attributable to Flagstaff and adjacent UPCMC traffic.
 - Dedication of land and construction of a run-away truck lane along SR224.
 - Widening and passing lane on SR224 between Deer Valley Drive and the Ontario Mine site.
 - Drainage Improvements
 - Landscape improvements uphill from the intersection with Hillside to act as a project entry

B. Parking.

1. Reduce the parking requirements in the Mountain Village by at least 25% of those required by the Land Management Code so as to substantially

reduce private vehicle trips to the Mountain Village. Provide offsetting mitigation, such as parking management programs, private paid parking for commercial uses, shuttles, airport pick-up and return, and other programs to reduce the demand for private vehicles and parking.

2. Provide shared parking in all commercial, short-term residential and mixed use buildings (assigned or reserved spaces prohibited).
3. The majority of required parking will be fully enclosed and/or underground. This specific requirement will be determined at the small scale MPD stage for each development area.

C. Trails. As a part of the Flagstaff Annexation application, the applicant agrees to:

1. Construct and maintain, through the Master Property Owner's Association, a year round (hard surfaced) trail system interconnecting developments within Mountain Village and connecting those areas to Old Town provided that the City provides a suitable alignment on the lower portions of Prospect Ridge (the property owned by UPCM).
2. Construct and maintain summer trails throughout the property for public biking and hiking.

D. Gondola

CTEC (a ski lift / gondola manufacturer) has determined that an 8-person gondola from the base of Swede Alley to the Mountain Village via an angle station near "the bulkhead property" is feasible and can be built for about \$4.5 to \$5.0 million. UPCM is willing to install the gondola if the City determines, through an appropriate public process, it is in the City's best interest.

1. Operation and maintenance costs would be borne by a variety of beneficiaries to be negotiated prior to approval of the Gondola.
2. Total length - about 9,000 feet
Trip time - 10 minutes
Capacity - 1200 people per hour
3. A base facility should be located in close proximity to Historic Main Street. An angle station would have to be built on the hillside to the east of the intersection of State Highway 224 and Hillside Ave.
4. Public transit connections to and from the top of the Gondola to other areas of Deer Valley is required.

5. Park City reserves the right to explore extending the Gondola from the Mountain Village to Silver Lake Village in order to provide a large enough service area to make the project feasible.
6. If the Gondola becomes a part of this project, the City and Deer Valley will evaluate the Deer Valley Master Plan for skiing to determine if modifications are necessary to integrate the gondola into it.
7. If the City Council determines that a gondola is not feasible or in the public interest, UPCMCM agrees to contribute \$1.0 million to the City, to be used specifically for other traffic mitigation projects in the City related to the project. An additional \$1.0 million will be required to be expended by the developer for traffic mitigation directly related to the Flagstaff project.
8. UPCMCM is obligated to secure agreement from Deer Valley to operate the Gondola.
9. The City agrees to work expeditiously through the public process for the Gondola.

SECTION 4. Phasing. The developer is required to submit a phasing plan for review and approval by the City. The phasing plan will provide that:

- Arterial or main infrastructure improvements (roads, sewer, water, private utilities) commence with the Mountain Village and progress in sequence to the Northside Neighborhood
- One section of arterial or main infrastructure be completed before moving to the next section.
- The golf course (s) in Richardson Flats be commenced with the first phase following EPA authorization and City or County approvals.
- The Iron Mountain parcel and conservation lease dedication with the approval of the Development Agreement.

SECTION 5. Construction Mitigation. The developer will provide measures to mitigate the impact to the environment by phasing, to the greatest extent practical, the various stages of the utility, road, and building construction so as to minimize the extent, at any given time, of disturbed areas. These measures will be reflected in CC&R's of each development parcel. The conditional use review for each development parcel will specify site and development specific mitigation measures.

- A. The applicant agrees to:
 - Limits of Disturbance and Vegetation Protection for the construction of public improvements
 - Provision of a construction staging and stockpile area at the Daly West site

- A construction traffic routing plan
 - Dust and soil monitoring and controls
 - Soil stabilization and erosion and runoff controls
 - Stockpiling of all earthen material on the site
 - Provide on-site batch plants, material staging and construction material recycling
 - Mitigation of mining and soils hazards
 - Provide temporary trails during construction
- B. Developers of individual sites will be required to:
- Provide secure storage for tools and equipment on-site
 - Provide Limits of Disturbance and Vegetation Protection, including soil stabilization adequate to control erosion and water run-off.
 - Provide a traffic routing plan
 - Provide temporary trails during construction

SECTION 6. Employee Housing

- A. The applicant agrees to provide 10% employee/affordable housing units as defined by Resolution 7-95 in connection with development in Flagstaff. The 10% shall be based on both residential and commercial unit equivalents. UPCMC has agreed to place at least 25% of these units within the development. Mountainlands Housing Trust will be consulted to determine the type and location of housing which would be most effective in offsetting the demand generated from this project. The employee housing construction will be phased with the project. At the City's discretion, the balance of the obligation would be provided as follows:
1. Developing employee housing on the 20 acre "corner parcel" (Exhibit F) by the developer; or
 2. Donating the corner parcel to the City and constructing the units on an alternate parcel provided by the City (which may include property donated to the City by UPCMC in the Sandridge area); or
 3. If mutually acceptable to UPCMC and the City, by paying a fee in lieu of housing, if it results in the construction or dedication of actual units for affordable/employee housing.

SECTION 7. Ski Expansion and Open Space. Deer Valley will be allowed to expand skiing consistent with the approved Flagstaff Annexation Plan , subject to administrative review procedures.

A. Skiing

1. Pod Z shall be allowed to contain only 2 graded runs. Limited vegetation removal may be considered in the balance of the pod.
2. A skier day lodge of up to 35,000 square feet will be allowed at the Daly West area,

provided no public parking is included and the lodge is accessed only by a service road.

3. A private club cabin for the benefit of property owners within the Flagstaff area, provided no public access road or public parking is included.

B. Open Space

1. Zone all areas within the annexation area which are not developed, as Recreation Open Space.
2. Prohibit development in significant wetland and wildlife areas such as, but not limited to, the Lady Morgan Springs area.
3. Dedicate to a third party an open space easement for land not designated for commercial and residential development to assure that the land is permanently open. Different sections of this land may have different provisions in the open space easement (i.e. ski terrain, wildlife habitat, sensitive lands).
4. Dedicate the area below (north of) Prospect Ridge to the City as an addition to and providing a continuous link with the City's open space on Prospect Ridge.

SECTION 8. MPD Requirements

- A. The annexation and development agreement will constitute Large Scale MPD approval.
- B. Prior to any construction occurring on the site and prior to or concurrent with the first small scale MPD approval, the following must be reviewed and approved:
 - Design Guidelines
 - Detailed Construction Mitigation Plan
 - Mine/Soil Hazard Mitigation Plan
 - Construction and Housing Phasing Plans, which call for the efficient extension of services, concentrating initial infrastructure development in Mountain Village and secondarily in the Northside Neighborhood.
 - Specific transit plan
 - Specific design of roads and public improvements
 - Parking Management Plan
 - Access limitation procedures
 - Trail locations, specifications and phasing
 - Detailed Open Space Management Plan
 - Historic Preservation Plan
 - Emergency Response Plan
 - A Utilities Master Plan including the timing, alignment, and service strategy for water and sewer service.

- Wildlife management plan
- C. Each development parcel will be required to be reviewed and approved as a Small Scale MPD.

SECTION 9. Additional Public Benefits/Mitigation

A. Iron Mountain Property

UPCMC agrees to deed restrict or transfer to the City 106 acres on Iron Mountain (at the City's discretion) with skiing rights reserved. The City reserves the right to review any future proposed skiing (Exhibit G).

B. Richardson Flats (Exhibit H)

As a part of the Flagstaff project with the City, or the County, UPCM is considering the following two options in the Richardson Flats area (total area of about 600 acres), subject to UPCM entering into a satisfactory agreement with EPA regarding reclamation and reuse of the Richardson Flats tailings impoundment area. Recreation impact fees for Empire Canyon would be earmarked toward development of this site. The project would pay a negotiated Park development impact fee similar to the rate charged by the Snyderville Basin Recreation District's impact fee.

Option 1

- A privately owned, publicly accessible, golf course to be constructed by UPCM. The golf course would be operated to maximize play.
- A 50 acre site which could be used for activities such as an equestrian facility, rodeo grounds, a special events site, driving range, or other recreational activities.

Option 2

- The Richardson Flats area may accommodate 36 holes of golf of which 18 holes would be required to be public and 18 could be for private use. This alternative would require the acquisition of additional land from an adjacent property owner and the City would consider participating in this acquisition. The public course will require public funds for improvement. If two courses are achievable, UPCM and the City will work to provide water to both courses and cooperatively develop shared facilities such as a driving range and maintenance shops.

UPCM is exploring alternatives for water delivery to Richardson Flats, including using an Ontario Canyon source conveyed to the site via the existing slurry line, or development of UPCM rights in Jordanelle water.

UPCM agrees to facilitate the design and development of Richardson Flats for agreed upon recreational uses in the early phases of the construction of the Flagstaff project and does not oppose annexation of the Richardson Flats area to the City. The timing of such recreational facilities may, however, be subject to yet undetermined

resolution and/or mitigation of environmental concerns.

C. Real Estate Transfer Fee

UPCMC has offered a Real Estate Transfer Fee of 1% which is considered an enhancement. The Real Estate Transfer Fee would be contributed in addition to usual impact fees and will be used as follows:

- 50% to the Master Property Owners Association to assist in funding transit and open space maintenance
- 50% to Park City Municipal Corporation to assist in funding transit, recreation improvements and open space acquisition

D. Sandridge Property (Exhibit I) UPCMCM agrees to restrict property owned by UPCMCM in the Sandridge area (both parking and hillside area) to Park City and requests the option of evaluating the feasibility of providing affordable housing on the hillside site. In the event affordable housing is not feasible, the property shall remain open space or parking.

PART II. BONANZA FLATS AREA

Context. UPCMC owns significant property in the Bonanza Flats area of Wasatch County and wishes to develop such property. UPCMC has conducted traffic studies which indicate that at least 75% of all traffic from the Bonanza property will come to and through Park City. Therefore, in consideration of these traffic impacts, UPCMC agrees to limit its application to Wasatch County as stated below.

1. UPCMC agrees, to restrict the residential development in the Bonanza Flats area to a maximum of 260 Units or 280 Park City Unit Equivalents, of which no more than 160 would be single family (Exhibit B). The commercial development may be up to 75,000 sq. ft. of resort related support commercial, a privately owned 18 hole golf course, and alpine and Nordic skiing. Units would be sited away from the lakes in Bonanza.
2. UPCMC agrees to amend its development application currently on file with Wasatch County to reflect this agreement. The areas of UPCMC property which are not to be developed will be appropriately restricted through third party conservation easements so that they are reserved for recreational and open space uses in perpetuity.
3. As further consideration, Park City agrees to permit a private access road to be constructed and maintained by UPCMC between the Flagstaff and Bonanza Flats development areas, provided such private road is restricted to Flagstaff & Bonanza property owners and guests.
4. Annexation of the Bonanza Flats development is not being considered at this time by Park City or UPCMC. Park City and UPCMC commit to work cooperatively with Wasatch County as the process for Bonanza Flats proceeds in Wasatch County.
5. UPCMC may request a transfer of approved density units in Bonanza Flats to the Flagstaff Mountain Village to support a more efficient transportation hub. If such density transfer is approved by Park City, it is anticipated that an Interlocal Agreement between Park City and Wasatch County would be created to address the potential fiscal impacts to Wasatch County of the density transfer. The City shall give a higher priority to multifamily or lodging units in considering any transfer and shall consider the following factors:
 - the location and quality of open space within Bonanza Flats
 - the suitability of increased density in the Mountain Village
 - the potential reduction of traffic
 - the positive impacts on the transportation system
 - the visual and other impacts to the Mountain Village
 - the positive and negative impacts to Bonanza Flats
6. It is understood and acknowledged by all parties that water and sewer must be provided to Bonanza from the same basin to avoid any trans-basin transfer issues. Park City is providing water the UPCMC's Flagstaff project and Park City and UPCMC desire to serve Bonanza Flats as well. Wasatch County must approve the water and sewer service for Bonanza at a

later date. However, if Wasatch County approved Park City providing water to Bonanza Flats, UPCM agrees as follows:

- UPCM would be responsible for developing the distribution system and UPCM and the City for developing the source
 - UPCM agrees to cooperate with the City in developing sources including, but not limited to, making well sites, water rights and easements available to the City
 - UPCM agrees to apply to the Snyderville Basin Sewer Improvement District to provide sewerage for the development in Bonanza Flats.
7. In the event that Wasatch County does not require an amount of employee / affordable residential units equal to at least 10% of the total approved residential and commercial unit equivalents in the Bonanza Flats project, UPCM agrees to provide that number of employee/affordable housing units.
 8. To lessen the fire danger in Bonanza Flats and surrounding Flagstaff areas, UPCM agrees to limit wood-burning to one fireplace or wood-burning device per single family unit. The multifamily units will be allowed to have only one common woodburning fireplace per project
 9. UPCM and the City shall pursue an interlocal agreement with Wasatch County to provide utility and fire protection services for Bonanza Flats.

List of Exhibits

Exhibit A - Flagstaff Development Areas
Exhibit B - Bonanza Potential Development Areas
Exhibit C - Road Alignments
Exhibit D - Seasonal Emergency Access
Exhibit F - Corner Parcel
Exhibit G - Iron Mountain Property
Exhibit H - Richardson Flat
Exhibit I - Sandridge Property



Resolution No. 20-99

**A RESOLUTION AUTHORIZING THE
FLAGSTAFF MOUNTAIN
DEVELOPMENT AGREEMENT**

WHEREAS, on May 17, 1994, United Park City Mines Company (UPCM) filed an application for annexation to Park City of certain UPCM holdings within the Ontario and Daly Canyons, along with property held by several other mining companies and/or families; and

WHEREAS, the Planning Commission reviewed the proposal several times throughout 1994 and 1995, provided feedback, and based on Planning Commission feedback, the applicant submitted a revised annexation plan on June 14, 1995; and

WHEREAS, the Planning Commission and a special Flagstaff Task Force held several meetings on the revised plan throughout the remainder of 1995 and the balance of 1996 and held public hearings on the revised plan on October 25, 1995 and November 13, 1996; and

WHEREAS, on March 26, 1997, the Planning Commission recommended annexation of the Flagstaff area, with certain development parameters; and

WHEREAS, the Council began its consideration of the Planning Commission recommendation on April 17, 1997, and continued to take staff, applicant, and public input on April 24, 25, 28 and 29, and May 1, 6, and 8, 1997; and

WHEREAS, on April 24, 1997, the Council opened a public hearing for over 350 attendees, and took testimony from 46 participants. The public sentiment revealed support for annexation, but concerns regarding the development parameters; and

WHEREAS, the City mailed and published notice of the proposed annexation and annexation policy declaration to all affected entities and received no protest to the annexation; and

WHEREAS, on May 10, 1997, the Council concluded in Resolution No. 10-97 that annexation was appropriate and that many, but not all, of the proposed development parameters could be accommodated in the Flagstaff area; and

WHEREAS, without withdrawing its annexation petition, the applicant rejected the Council's 1997 development parameters, and began to pursue development in unincorporated Summit and Wasatch Counties; and

WHEREAS, on July 8, 1998, the applicant approached the Council with a renewed desire to annex and with additional offers of on and off-site transportation facilities, utilities, enhancements, and recreation amenities; and

WHEREAS, the council convened several work sessions, an additional public meeting, and facilitated interest group meetings to consider new development parameters; and

WHEREAS, on August 27, 1998, approximately 100 people attended, and over 20 individuals commented on new draft development parameters; and

WHEREAS, based on public input, Council further negotiated improved development parameters; and

WHEREAS, on September 10, 1998, the Council unanimously adopted a resolution to rescind Resolution No. 10-97 and to adopt new development parameters for Flagstaff Mountain, Bonanza Mountain, Richardson Flats, the 20-Acre Quinn's Junction Parcel and the Iron Mountain Parcels; and

WHEREAS, a Development Agreement has been negotiated between the City and the Developer setting forth the terms of the September 10, 1998 resolution and further terms and conditions; and

WHEREAS, it is in the best interests of the City to authorize the Mayor to execute the Development Agreement;

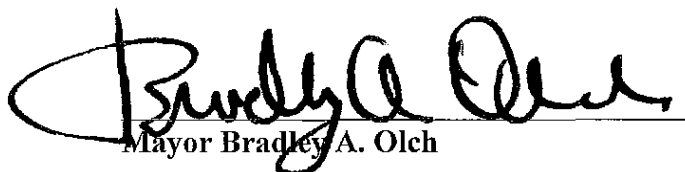
NOW, THEREFORE BE IT RESOLVED, by the City Council of Park City, Utah, as follows:

SECTION 1. AUTHORIZATION TO EXECUTE. The Mayor is hereby authorized to execute the Development Agreement in substantially the same for attached hereto as Exhibit A which sets forth, *inter alia*, the terms and conditions of annexation of Flagstaff Mountain.

SECTION 2. EFFECTIVE DATE. This Resolution shall take effect immediately.

PASSED AND ADOPTED this 24th day of June, 1999.

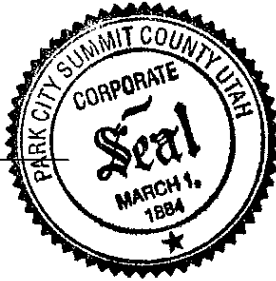
PARK CITY MUNICIPAL CORPORATION



Mayor Bradley A. Olch

Attest:

Janet M. Scott
Janet M. Scott, City Recorder



Approved as to form:

Jodi Hoffman
Jodi Hoffman, City Attorney

EXHIBIT A

REFER TO RECORDER FILE 99-0624

Recorded this ____ day of
____, 1999
at Book # ____ Page # ____

ORIGINAL

**Fee Exempt per Utah Code
Annotated 1953 21-7-2**

Recorded at the request of and return
to: Park City Municipal Corp.
Attn: City Recorder
P. O. Box 1480, Park City, UT 84060

**DEVELOPMENT AGREEMENT
FOR FLAGSTAFF MOUNTAIN,
BONANZA FLATS, RICHARDSON FLATS,
THE 20-Acre QUINN'S JUNCTION PARCEL
AND IRON MOUNTAIN**

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ALAN SPRIGGS, SUMMIT CO RECORDER
1999 JUL 26 10:36 AM FEE \$1.00 BY DMG
REQUEST: PARK CITY MUNICIPAL CORP

THIS DEVELOPMENT AGREEMENT ("Agreement") is entered into as of the 24th day of June, 1999, by and between UNITED PARK CITY MINES COMPANY, ("UPCM" or "DEVELOPER"), DEER VALLEY RESORT COMPANY, ("DEER VALLEY"), and PARK CITY MUNICIPAL CORPORATION, a third class city of the State of Utah ("City") (collectively, the "Parties").

RECITALS

- A. WHEREAS, DEVELOPER and DEER VALLEY own approximately: 1,600 of 1,750 acres of patented mining claims located in the unincorporated Flagstaff Mountain area of Summit County, more particularly described and depicted in Exhibit A attached hereto (hereafter, "Flagstaff Mountain"); approximately 106 acres of patented mining claims located on Iron Mountain within an unincorporated area of Summit County more particularly described and depicted in Exhibit B attached hereto (hereafter, "the Iron Mountain Parcels"); approximately 1,500 acres of patented mining claims, constituting all of UPCM's land located in the unincorporated Bonanza Flats area of Wasatch County more particularly described and depicted in Exhibit C attached hereto (hereafter, "Bonanza Flats"); all of UPCM's land east of U.S. 40 and south of S.R. 248 constituting approximately 650 acres of real property owned in fee simple located immediately east of U.S. 40 and south of S.R. 248 within an unincorporated area of Summit County more particularly described and depicted in Exhibit D attached

hereto (hereafter, "Richardson Flats"); and approximately 20-Acres of real property owned in fee simple located west of U.S. 40 and south of S.R. 248 within an unincorporated area of Summit County more particularly described and depicted in Exhibit E attached hereto (hereafter, "the 20-Acre Quinn's Junction Parcel");

- B. WHEREAS, on May 17, 1994 DEVELOPER filed an application for annexation to Park City of Flagstaff Mountain, consisting of DEVELOPER's, DEER VALLEY's and Northside Neighborhood Property Owners' land, together totaling an area of approximately 1,750 acres;
- C. WHEREAS, on May 10, 1997 the Park City Council unanimously resolved by Resolution 10-97 to annex Flagstaff Mountain under certain Development Parameters;
- D. WHEREAS, on July 8, 1998 DEVELOPER requested reconsideration by the City of Resolution 10-97 and offered certain incentives for limiting development of the Bonanza Flats, Richardson Flats and the Iron Mountain Parcels;
- E. WHEREAS, on September 10, 1998 the Park City Council unanimously adopted a resolution to rescind Resolution No. 10-97 and to adopt new development parameters for Flagstaff Mountain, Bonanza Flats, Richardson Flats and the Iron Mountain Parcels, as set forth in this Agreement; and
- F. WHEREAS, in the intervening months since the City Council adopted the September 10, 1998 development parameters, the DEVELOPER has further refined its proposal by offering to move 16 single family homes from the sensitive Prospect Ridge area to the Mountain Village and to constrain development in the Northside Neighborhood to reduce site disturbance and to facilitate sale to a conservation buyer for a time certain; and
- G. WHEREAS, the Parties intend to enter into this Agreement to establish new development parameters for Flagstaff Mountain, Bonanza Flats, Richardson Flats, the 20-Acre Quinn's Junction Parcel, and the Iron Mountain Parcels and to establish a time certain for annexation of Flagstaff Mountain into the City.

NOW, THEREFORE, in consideration of the foregoing recitals and the covenants hereafter set forth, the sufficiency of which the Parties hereby acknowledge, the Parties agree as follows:

SECTION I. DEFINITIONS

Unless the context requires a different meaning, any term or phrase used in this Agreement that has its first letter capitalized shall have that meaning given to it by the Park City Land Management Code (LMC) in effect on the date of a complete application or, if different, by this Agreement. Certain such terms and phrases are referenced below; others are defined where they appear in the text of this Agreement.

- 1.1 **"Annexation Property"** means that approximately 1.750 acres of property known as Flagstaff Mountain, described and depicted on Exhibit A.
- 1.2 **"Bonanza Flats"** means that approximately 1,500 acres of UPCM property commonly referred to as Bonanza Flats, constituting all of UPCM's holdings in Bonanza Flats and described and depicted on Exhibit C.
- 1.3 **"DEER VALLEY"** means the Deer Valley Resort Company, a Utah limited Partnership and each of its assigns, joint venture partners, and successors in interest, whether in whole or in part. DEER VALLEY shall cause its employees and agents to act in accordance with the terms of this Agreement.
- 1.4 **"DEVELOPER"** means United Park City Mines Company, a publicly traded Delaware corporation, and each of its assigns, joint venture partners, and successors in interest, whether in whole or in part. DEVELOPER shall cause its employees and agents to act in accordance with the terms of this Agreement.
- 1.5 **"Inaction"** provisionally¹ means (a) DEVELOPER's failure to pursue a sequential permit (i.e. Small Scale MPD permit, conditional use permit, subdivision application, or building permit) by failing to submit a complete application for such a permit or by failing to respond to the

¹ This definition has been inserted in anticipation of its inclusion in a new revision of the Land Management Code. This definition will be superseded by an LMC definition of the term.

City's written requests for information which the City deems is necessary to process the application; or (b) DEVELOPER's failure to sustain permitted construction such that the permit under which construction is allowed, expires or is otherwise suspended or revoked.

- 1.6 "Meeting Accessory Uses" provisionally² means uses normally associated and necessary to serve meeting and banquet space. Meeting Accessory Uses do not require the use of Unit Equivalents and include:
- 1.6.1 Administrative and Banquet Offices
 - 1.6.2 Banquet Storage Areas
 - 1.6.3 Banquet Prep Areas Storage Areas
 - 1.6.4 Common A/V Storage Areas
 - 1.6.5 Coat Check Areas
 - 1.6.6 Public Restrooms
 - 1.6.7 Public Telephone Areas
 - 1.6.8 Public Hallways
 - 1.6.9 Public Circulation Areas.
- 1.7 "Mountain Village" means that mixed-use portion of Flagstaff Mountain described and depicted as the Mountain Village in Exhibit A attached hereto and limited to a total of 84 acres, within three development Pods (A, B₁, and B₂) and maximum densities, unit equivalencies and configuration more fully described herein.
- 1.8 "Northside Neighborhood" means that 63-acre portion of Flagstaff Mountain described and depicted as the Northside Neighborhood in Exhibit A attached hereto and limited to the maximum density, unit equivalency, and configuration more fully described herein.
- 1.9 "Northside Neighborhood Property Owners" means, in addition to UPCM and DEER VALLEY, Park City Star Mining Company, Inc., a Utah corporation, Bransford Land Company, representing the interests of

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² This definition has been inserted in anticipation of its inclusion in a new revision of the Land Management Code. This definition will be superseded by an LMC definition of the term.

Anne Bransford Newhall, Mary Bransford Leader and Carolyn Bransford MacDonald, and Stichting Beheer Mayflower Project, a legal entity representing the interests of Stichting Mayflower Recreational Fonds and of Stichting Mayflower Mountain Fonds.

- 1.10 **"Pedestrian Village"** means an area configured within Pod A of the Mountain Village for the mixed use of residential, Residential Accessory, Resort Support Commercial, Resort Accessory, meeting and Meeting Accessory Uses within which at least sixty-five percent (65%) of the residential properties are clustered within walking distance (5 minutes) of a Transportation Hub for such residential properties, which can be directly accessed by pathways or sidewalks.
- 1.11 **"Planned Unit Development" or "PUD"** means a master planned development consisting of clustered, detached, single family or duplex units with common open space and coordinated architecture.
- 1.12 **"Pod Z"** means that area, depicted on Exhibit F that is limited for ski-related uses as further defined herein.
- 1.13 **"Project"** means the residential, recreational and commercial real estate development to be constructed within Flagstaff Mountain.
- 1.14 **"Residential Accessory Uses"** provisionally means uses that are for the benefit of the residents of a commercial residential use, such as a hotel or nightly rental condominium project. Residential Accessory Uses do not require the use of Unit Equivalents. Residential Accessory Uses include:
- 1.14.1 Common Ski Lockers
 - 1.14.2 Common Lobbies
 - 1.14.3 Registration
 - 1.14.4 Concierge
 - 1.14.5 Bell Stand/Luggage Storage
 - 1.14.6 Common Maintenance Areas
 - 1.14.7 Mechanical Rooms

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³ This definition has been inserted in anticipation of its inclusion in a new revision of the Land Management Code. This definition will be superseded by an LMC definition of the term.

1.14.8 Common Laundry Facilities and Common Storage Areas

1.14.9 Employee Facilities

1.14.10 Common Pools, Saunas and Hot Tubs

1.14.11 Public Telephone Areas

1.14.12 Public Restrooms

1.14.13 Administrative Offices

1.14.14 Public Hallways and Circulation Areas

1.15 "Resort Accessory Uses" provisionally⁴ means uses that are clearly incidental to and customarily found in connection with the principal resort building or use and are operated for the convenience of the owners, occupants, employees, customers or visitors to the principal resort use. Resort Accessory

Uses do not require the use of Unit Equivalents. They include such uses as:

1.15.1 Information

1.15.2 Lost and Found

1.15.3 Mountain Patrol

1.15.4 Mountain Administration

1.15.5 Mountain Maintenance and Storage Facilities

1.15.6 Mountain Patrol and Emergency Medical Facilities

1.15.7 Public Lockers

1.15.8 Public Restrooms

1.15.9 Employee Lockers

1.15.10 Ski School/Day Care

1.15.11 Ticket Sales Areas

1.15.12 Ski Check Areas

1.15.13 Public Circulation Areas and Hallways

1.16 "Richardson Flats" means all of UPCM's property at the southeast corner of U.S. 40 and S.R. 248, more fully described and depicted on Exhibit D.

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⁴ This definition has been inserted in anticipation of its inclusion in a new revision of the Land Management Code. This definition will be superseded by an LMC definition of the term.

1.17 "Transportation Hub" means the terminus of a public and/or private transportation system that is located at a convenient location within the Mountain Village.

1.18 "Unit Equivalent," with respect to commercial structures and multifamily and PUD structures, has the meaning set forth in the LMC.³ Each single family residential structure (excluding PUDs) approved by the City pursuant to this Agreement for construction within the Project shall have a Unit Equivalent of 1.00, regardless of the size or the location of the single family residential structure. Each commercial structure or portion thereof shall consume 1 Unit Equivalent for each 1000 square feet. Each multifamily and PUD residential structure shall consume 1 Unit Equivalent for each 2000 square feet.

SECTION II. LARGE SCALE MPD—FLAGSTAFF MOUNTAIN

2.1. DEVELOPER is hereby granted the equivalent of a Large Scale Master Planned Development (Large Scale MPD) for Flagstaff Mountain. This Large Scale MPD sets forth maximum densities, location of densities and DEVELOPER-offered amenities and is subject to all normally-applicable City processes, and in addition thereto, such processes defined below, including DEVELOPER's responsibility, prior to or concurrent with the Small Scale MPD process, to submit and ultimately to obtain (upon modification, if necessary) City approval, of satisfactory plans detailed below:

2.1.1. Mine/Soil Hazard Mitigation Plan--which plan shall include an inventory of all mine sites, potential sources of release of hazardous materials into the environment, and a plan and schedule for their remediation;

2.1.2. Detailed Design Guidelines, with strong architectural themes, for the entire Flagstaff Mountain Project;

2.1.3. Specific Transit Plan;

2.1.4. Parking Management Plan;

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³ Hotel rooms of 500 square feet or less constitute ¼ Unit Equivalent.

- 2.1.5. Detailed Open Space Management Plan;
 - 2.1.6. Historic Preservation Plan;
 - 2.1.7. Emergency Response Plan, including DEVELOPER's commitments to provide infrastructure necessary to serve the Project and Bonanza Flats and phasing therefor;
 - 2.1.8. Trails Master Plan setting forth trail locations, specifications, phasing and timing of public easements;
 - 2.1.9. Private Road Access Limitation Procedures;
 - 2.1.10. Construction Phasing Plan—including construction milestones for project amenities, including Richardson Flats development;
 - 2.1.11. General Infrastructure and Public Improvements Design and Phasing Plan, which calls for the efficient extension of services, concentrating initial infrastructure development in the Mountain Village, and secondarily in the Northside Neighborhood. Such plan shall allow for the construction of a variety of housing types in each phase;
 - 2.1.12. Utilities Master Plan—including the timing, alignment and service strategy for water and sewer service, as well as storm water management throughout the Project and Bonanza Flats;
 - 2.1.13. Wildlife Management Plan; and
 - 2.1.14. Affordable Housing Plan, including phasing.
- 2.2. **Maximum Development Parameters--Flagstaff Mountain.** Flagstaff Mountain is composed of the Mountain Village, the Northside Neighborhood, various ski related improvements, and the Silver Mine Adventure. Upon annexation, Flagstaff Mountain will be zoned as shown on the zoning map attached hereto as Exhibit P. The following maximum development parameters apply to Flagstaff Mountain:
- 2.2.1 **Mountain Village:** The Mountain Village is constrained as follows:

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2.2.1.1 **Small Scale MPD.** Site specific volumetrics and configuration will be established in the Small Scale MPD process.

2.2.1.2 **Maximum Development Area.** In the Small Scale MPD process, the entire Mountain Village development shall be constrained within a total of 84 acres.

2.2.1.3 **Maximum Density.** The maximum density within the Mountain Village is 705 Unit Equivalents configured in no more than 470 residential units.⁶ Such density shall be configured as multi-family, hotel, or PUD units, provided the PUD units do not exceed 60. PUD units consume Unit Equivalents in the same respect as multifamily units. Additionally, the Mountain Village may contain up to 16 detached single family home sites.

2.2.1.4 **Pedestrian Village.** At least 65% of the residential units within the Mountain Village must be clustered within the primary development pod (Pod A), and must be located within a five-minute walk of the Transportation Hub. All three development pods (Pods A, B₁, and B₂) within the Mountain Village must be linked by transit.

2.2.1.5 **Commercial.** The Mountain Village may additionally include up to 75,000-sq. ft. of Resort Support Commercial uses, which shall include Neighborhood Convenience Commercial uses for residents and visitors such as groceries and sundries.

2.2.1.6 **Mine Site Reclamation.** To the greatest extent possible, DEVELOPER shall locate density in disturbed areas. This provision applies primarily to potential density at the Daly West site. Additionally, DEVELOPER shall

⁶ Hotel rooms of 500 square feet or less constitute ¼ Unit Equivalent.

reclaim⁷ all mining and mining overburden sites within Flagstaff Mountain, in accordance with state and federal regulatory agency review.

2.2.1.7. **Public Trails.** DEVELOPER shall construct and dedicate public trails designated on an accepted Trails Master Plan. Many trails will be constructed on land ultimately owned by DEER VALLEY. In those areas, DEER VALLEY shall be responsible for trail maintenance and for enforcing reasonable rules and regulations for public trail use. Such rules may not exclude free public access to the public trail systems identified on the Trails Master Plan.

2.2.1.8. **Deed Restricted Open Space.** Within 30 days of issuance of a Small Scale MPD, DEVELOPER and/or DEER VALLEY shall execute for the benefit of the City perpetual covenants and restrictions with respect to all designated open space associated with the Small Scale MPD and which, at a minimum, shall prevent the construction thereon of residential, commercial and retail structures but shall provide for ski-related uses consistent with paragraph 2.5 herein.

2.2.1.9. **Parking.** Each Small Scale MPD submittal shall include a parking management plan with respect to the portion of the property covered by such Small Scale MPD submittal. The goal of the plan is to design the Mountain Village in such a way as to reduce parking demand by 25%. DEVELOPER shall plan and encourage within the Mountain Village portion of the Project programs such as parking management, paid parking for commercial uses, shuttles and other programs designed to reduce the

⁷ Reclamation shall include, at a minimum, revegetation of exposed areas.

demand for private vehicles and parking. DEVELOPER shall provide for shared parking in all commercial, short-term residential and mixed-use buildings. Assigned or reserved spaces within commercial, short-term residential and mixed-use buildings are prohibited. The majority of the required parking areas will be fully enclosed and/or constructed underground.

- 2.3 **Prospect Ridge.** DEVELOPER considers the Prospect Ridge area depicted in Exhibit K to be a critical viewshed area for Old Town.

2.3.1 **Public Trails.** Consistent with the Trails Master Plan, DEVELOPER shall construct and dedicate to the City public trails designated within the Prospect Ridge area.

2.3.2 **Deed Restricted Open Space.** Within 30 days of issuance of the first Small Scale MPD, DEVELOPER shall cause to be recorded a document, approved by the City, which shall impose perpetual covenants and use restrictions for that portion of Prospect Ridge depicted as "Recreation Open Space Dedication" on Exhibit K which shall prevent the construction thereon of residential, commercial and/or retail structures, ski lifts, and developed alpine ski runs.

- 2.4. **Northside Neighborhood.** The Northside Neighborhood is composed of property owned by five separate Northside Neighborhood Property Owners and, upon their written acceptance of the terms of this Agreement, may contain a maximum of 38 homes, the size and location of which shall be determined at Small Scale MPD/subdivision review. The Northside Neighborhood may also contain a 1000 sq. ft. non-denominational Chapel, that will remain open and reasonably available to the public.*

2.4.1 **Small Scale MPD.** The Small Scale MPD must include all Northside Neighborhood Property Owners to achieve the

00544835 Bk01276 Pg00495

* No utility extension will be allowed for the Chapel. Power may be allowed if it is readily accessible. Location of the Chapel cannot cause the extension of an improved road. Siting and construction must comply with all Code provisions.

maximum density of 38 detached single-family homes. Absent participation by all Northside Neighborhood Property Owners, DEVELOPER and DEER VALLEY may apply for a Small Scale MPD for a maximum of 30 single-family homes on the portion of the Northside Neighborhood owned by DEVELOPER and DEER VALLEY.⁹ In all circumstances, DEVELOPER and DEER VALLEY shall limit development in the Northside Neighborhood as follows:

- 2.4.1.1. **Meadow Restriction.** Homes shall not be in the meadow area generally designated on Exhibit A and further defined in the Small Scale MPD process.
- 2.4.1.2. **Ski Run Separation.** Limits of disturbance for each site shall be a minimum of 50 feet from any ski run.
- 2.4.1.3. **Viewpoint Restrictions.** Structures and roads must be configured to minimize road and utility impacts and to minimize wintertime visual impacts¹⁰ from ski runs and designated viewpoints, including but not limited to the knoll behind the terminus of what is presently known as the Northside chairlift.
- 2.4.1.4. **Public Trails.** Consistent with the Trails Master Plan, DEVELOPER, DEER VALLEY, and Northside Neighborhood Property Owners shall dedicate to the City improved public trails and trail easements that connect to the surrounding trail system. Where trails pass through the Deer Valley Ski Area, DEER VALLEY shall be responsible for trail maintenance and for enforcing reasonable rules and regulations. Such rules

00544835 Bk01276 Pg00496

⁹ If Park City Star, Bransford or Mayflower do not reach an agreement with DEVELOPER and DEER VALLEY with respect to the joint development of the detached single family homes within the Northside Neighborhood, then DEVELOPER and DEER VALLEY shall grant to the City the right to connect to the utility lines and to grant limited access to roads within the Northside Neighborhood without cost to serve the remaining property owners.

¹⁰ As well as summertime visual impacts.

may not exclude free public access to the public trail systems identified on the Trails Master Plan.

2.4.1.5. **Enchanted Forest.** No development shall occur in the "Enchanted Forest" area generally designated on Exhibit A and further defined in the Small Scale MPD process.

2.4.1.6. **Deed Restricted Open Space.** Within 30 days of issuance of a Small Scale MPD, DEVELOPER shall record perpetual covenants and restrictions with respect to all designated open space associated with the Small Scale MPD and which shall prevent the construction thereon of residential, commercial and retail structures but shall allow ski-related uses.

2.4.2. **Northside Neighborhood Conservation Plan.** DEVELOPER and DEER VALLEY agree to refrain from transferring, improving or developing the Northside Neighborhood for 3 years, from the date of this Agreement to facilitate the potential of (a) the fee simple sale of the Northside Neighborhood, or (b) the sale and transfer of the development rights from the Northside Neighborhood. In either case, the sale would be completed within said time period and would be to a conservation buyer or buyers at fair market value at the date of purchase. Fair market value in this context shall reflect the entitlement for single family detached units set forth in the Large Scale Master Plan and this Agreement or, if the Small Scale Master Plan has been issued, as reflected in the Small Scale Master Plan for the Northside Neighborhood. The three-year period noted above shall not limit the Planning Commission's authority in connection with approval of the phasing plans required in sections 2.1.10 and 2.1.11.

2.5. **Ski-Related Development.** Subject to conditional use review, DEER VALLEY may construct a skier day lodge of a maximum of 35,000 square feet, in the approximate location depicted on Exhibit A. The day lodge

00544835 Bk01276 Pg00497

shall have no public road access and no day skier parking, must have adequate emergency vehicle access, and shall have only limited parking to meet service and administrative requirements. DEER VALLEY shall provide deed-restricted employee/affordable housing units as defined by the City's affordable housing policy in an amount equal to 20% of the commercial Unit Equivalents approved by the City for the day lodge prior to issuance of a Certificate of Occupancy for the day lodge.

2.5.1 Conditional Use (Administrative). Ski terrain and ski-related development is an administrative conditional use within the Project, consistent with the Deer Valley Ski Area Master Plan depicted in Exhibit F attached hereto, provided that only two graded runs shall be allowed in ski Pod Z, with thinning and other limited vegetation removal in the balance of Pod Z for skier safety and glade skiing. Review of ski terrain and ski-related development shall include, but shall not be limited to consideration of the following:

- 2.5.1.1 Openings for ski trails and lifts with straight edges and uniform widths will be minimized to the greatest extent possible.
- 2.5.1.2 Trails that are designed for base area return or circulation between fall line areas shall be designed for appropriate grades and widths consistent with minimizing visual impact.
- 2.5.1.3 Lift towers shall be painted or otherwise treated to blend with the natural surroundings.
- 2.5.1.4 Vegetation management, re-vegetation and erosion control techniques shall be designed in accordance with the "Deer Valley Resort Company Ski Run Construction and Revegetation Standards" attached hereto as Exhibit G. The objective shall be to achieve a vegetative condition that enhances the skier experience and long

term forest health. Re-vegetation shall be designed to control erosion and to restore ground cover as quickly as possible after ground disturbing activities.

2.6 Beano's Style Private Club. DEVELOPER may construct a private restaurant (Beano's Cabin at Beaver Creek-style¹¹), at a location to be determined at the Small Scale MPD phase, with emergency access only, and no private vehicular access or parking. The size of the private restaurant shall be determined at Small Scale MPD review and shall not exceed 7000 square feet.

2.7 Silver Mine Adventure. DEVELOPER may continue to operate the Silver Mine Adventure on the Ontario Mine Site as a valid, non-conforming use. Any change or expansion of use shall be processed in accordance with the LMC in effect at the time of the DEVELOPER's submission of a complete application for the proposed expansion.

2.8 Access and Alignment of S.R. 224. DEVELOPER shall access Flagstaff Mountain by means of S.R. 224, and a private road system. DEVELOPER shall realign a portion of S.R. 224 in the approximate location set forth on Exhibit H attached hereto, and shall construct a private road system for Flagstaff Mountain in the approximate location depicted on Exhibit H. The Parties agree to the following access and alignment of the road systems within Flagstaff Mountain:

2.8.1 Alignment. Upon Planning Commission approval of the first Small Scale MPD for Flagstaff Mountain, DEVELOPER shall petition to vacate the existing S.R. 224 alignment and, if granted, shall realign and dedicate the relocated S.R. 224 right of way to a standard similar to the existing S.R. 224 (with an asphalt surface for dust control). Such alignment shall be as generally depicted on Exhibit H. DEVELOPER shall block and prohibit vehicular access over the discontinued historic alignment of S.R. 224.

¹¹ Beano's is a 7000 square foot private restaurant. This reference to a Beano's-style restaurant is not intended to predetermine the Planning Commission's decision regarding the maximum allowable size of such a restaurant.

00544835 Bk01276 Pg00499

Access over the realigned S.R. 224 shall remain seasonal (warm weather only). Upon completion of construction thereof, to the reasonable satisfaction of the City Engineer, the City shall accept the dedication of public roads under its jurisdiction identified on Exhibit H, or as determined by the Council, upon recommendation of the Planning Commission through the Small Scale MPD and subdivision processes.

2.8.2 **Private Road.** Upon Small Scale MPD approval, and only to the extent of the Small Scale MPD approval, DEVELOPER shall construct a private road system within Flagstaff Mountain, as depicted in Exhibit H, over which DEVELOPER shall maintain all-season access throughout the year.

2.8.3 **Seasonal, Controlled Automobile Access.** DEVELOPER shall support and shall not undermine seasonal closure of realigned S.R. 224 and shall control motorized vehicular access from S.R. 224 to the private road system to prevent vehicular through traffic.

2.8.4 **Emergency Deer Valley Access.** The Project's seasonal emergency secondary access is through the Deer Valley Ski Area generally as depicted on Exhibit I and crash-gated in the approximate locations shown on Exhibit I. DEER VALLEY shall provide the City and the Park City Fire Service District with keys and/or combinations to the gates. The emergency access is necessary as a controlled evacuation route and as an emergency access for fire and safety personnel and equipment only. The secondary access route is an important ski run to the Deer Valley Ski Area that, in all but the most exceptional circumstances, will be used by skiers and over-the-snow vehicles. The Park City Fire Marshall may cause the access to be plowed and placed into winter service for emergency and evacuation purposes in that

00544835 Bk01276 Pg00500

exceptional emergency situation when normal road access to Flagstaff Mountain is interrupted for an extended period.¹²

2.8.5 Controlled Snowmobile Access. Winter snowmobile access to Brighton Estates and to Bonanza Flats is presently available over portions of S.R. 224. DEVELOPER and DEER VALLEY shall allow seasonal snowmobile access to property owners and renters in Brighton Estates over those portions of S.R. 224 within the Project that are presently used or alternatively over similar portions of S.R. 224 as may be relocated. DEVELOPER and DEER VALLEY shall otherwise prevent wintertime motorized vehicular access to the extent such action is consistent with the policy of the public entity that owns S.R. 224. The current recreational snowmobile concession in Flagstaff Mountain shall be eliminated with the relocation of S.R. 224.

2.8.6 DEVELOPER's Consent to Transfer. DEVELOPER consents to cooperate with the City in any state transfer of any portion of S.R. 224.

2.9 Flagstaff Mountain Mitigation/Amenities. At the City's request, the DEVELOPER shall deliver the following mitigation and amenities as an inducement to execute this Development Agreement:

2.9.1 Trails. DEVELOPER shall construct, maintain and commit to free public use, an improved public trail system as set forth in an approved Trails Master Plan. The construction of the trails shall be phased with the progress of the development of the Project. Existing trails shall remain open to the public until provisional or final trails have been constructed. Final trail locations may vary due to field conditions and season. Relocation of any trails shall be identified in the Trails Master Plan. Where the trails pass through the Deer Valley Ski Area, or are located on non-development lands owned or controlled by Deer Valley, Deer

00544835 BR01276 Pg00501

¹² The Park City Fire Marshall may not cause the access to be plowed simply for public convenience.

Valley shall be responsible for trail maintenance and for enforcing reasonable rules and regulations for trail use, including reasonable rules and regulations intended to prevent or minimize conflict between potential trail uses. Pedestrian and bicycle uses of the trail system shall not be prohibited or restricted without being so identified in the Trails Master Plan.

2.9.2 **Gondola.** If approved by the City, DEVELOPER shall construct a gondola from a location in or near Old Town to a terminus in the Mountain Village. DEVELOPER shall submit to the City a complete written description comparing the development scenarios for Flagstaff Mountain with the construction of a gondola and without the construction of a gondola. The City agrees to work expeditiously through the public process with respect to making a final decision regarding the construction of a gondola as set forth in this Section.

2.9.3 **No Gondola Alternative.** If the City determines that the construction of a gondola is not feasible or in the public interest, then: a) DEVELOPER shall contribute \$1,000,000 in cash to the City to be used specifically for other traffic mitigation projects in the City related to the Project, and b) pursuant to an approved Specific Transit Plan or a Parking Management Plan, and in addition to all other commitments herein, DEVELOPER shall expend an additional \$1,000,000 (\$2,000,000 total) for traffic mitigation beneficial to the Project. If DEVELOPER is required to expend \$1,000,000 for traffic mitigation directly related to the Project, then such traffic mitigation expenses and the timing thereof shall be set forth in the Specific Transit Plan.

2.9.4 **Historic Preservation.** The Historic Preservation Plan, at a minimum, shall contain an inventory of historically significant structures located within the Project and shall set forth a preservation and restoration plan, including a commitment to

00544835 Bk01276 Pg00502

dedicating preservation easements to the City, with respect to any such historically significant structures. The head frame at the Daly West site is historically significant.

2.9.5 Enhanced Environmental Protection. DEVELOPER shall limit the construction or installation of wood-burning devices to one wood-burning device in each of the 54 single-family homes in the Project. DEVELOPER shall not request approval from the City for wood-burning devices in any other attached, or detached, residential uses. Within each lodge, or hotel constructed within the Project, DEVELOPER shall have the right to construct one wood-burning device in each such lodge or hotel.

2.9.6 Lady Morgan Springs Open Space (Passive Use). The Lady Morgan Springs Area¹³, shall be restricted, by conservation easements acceptable to the City, and signs and monitoring, if necessary, to limit use of the area to skiing (without cutting runs, glading, or thinning trees) and daytime recreational hiking. Neither construction activity nor motorized vehicular use of any kind shall be allowed in the Lady Morgan Springs Area, except as allowed, with City staff approval, for forestry and wetlands management.

2.9.7 Open Space (Active). All land outside of the development areas (ski terrain and open space designated on Exhibit A) will be zoned as Recreation Open Space (ROS-MPD). Upon issuance of the first Small Scale MPD for any portion of the Project, DEVELOPER and DEER VALLEY shall execute a conservation easement, for the benefit of the City and a third party conservation trust (or similar entity), to limit their use of the Flagstaff Mountain ski terrain to construction, development and operation of ski and mountain bike lifts, ski and mountain bike

00544835 Bk01276 Pg00503

¹³ Described and depicted on Exhibit J, and as further defined in the Small Scale MPD process.

runs, one skier day lodge, and other similar winter and summer recreational uses and services. Such conservation easements shall prohibit any hotel, lodging, residential or commercial construction or use on ROS-zoned land in Flagstaff Mountain. Such conservation easement shall be to the reasonable satisfaction of the City and shall be first in priority in title.

2.9.8 **Open Space (Prospect Ridge).** Within 30 days of issuance of a Small Scale MPD, DEVELOPER shall grant to the City a conservation easement, with free public trail access, without encumbrances, over acreage located on Prospect Ridge, contiguous with City-owned open space. The conservation easement area on Prospect Ridge is identified on Exhibit K attached hereto. Such conservation easement shall be to the reasonable satisfaction of the City and shall be first in priority in title.

2.9.9 **Open Space (Iron Mountain).** Upon the issuance of any Small Scale MPD, for any portion of the Project, DEVELOPER shall deed restrict or transfer to Park City, the Iron Mountain Parcels with City-approved encumbrances. In connection with such dedication, DEVELOPER shall reserve to DEVELOPER the right to lease to third parties the Iron Mountain Parcels for ski and other environmentally sensitive recreational uses. Such reservation shall not include the right to cut runs, glade, or thin trees, or construct or install ski lifts or developed alpine ski runs. DEVELOPER shall also reserve the right to retain all rent, proceeds and other consideration resulting from or generated by DEVELOPER leasing the Iron Mountain Parcels to third parties for ski and recreation-related uses. DEVELOPER shall indemnify, defend and hold the City harmless from any claim arising from DEVELOPER's or a third party lessee's use of the Iron Mountain Parcels. Nothing herein should be construed to

limit or waive governmental immunity with respect to claims made against the City.

2.9.10 Neighborhood-Specific Design Guidelines. DEVELOPER shall incorporate a Master Resort Association for Flagstaff Mountain and a Project-specific Property Owners' Association for the Mountain Village and Northside Neighborhood areas to cooperatively manage certain aspects of the Project. The Design Guidelines for both the Project and Bonanza Flats must emphasize a strong, common architectural theme, and shall be enforceable by one or more of the above-mentioned Associations.

2.9.11 Public Safety. A comprehensive emergency response plan will be required. The proposal includes a public safety site, at a minimum. The final public safety and emergency access plan must be determined prior to any permit issuance and only after coordination with the affected entities, such as the Park City Fire Service District.

2.9.12 Sandridge Parking Lots. Prior to the issuance of a Small Scale MPD for any portion of Flagstaff Mountain, DEVELOPER shall irrevocably offer to dedicate to the City a conversation easement, or deed, satisfactory to the City to preserve the Sandridge Parking Lots, described in Exhibit L as a public parking facility. Such interest shall be offered with no outstanding monetary encumbrances.

2.9.13 Sandridge Heights Property. Developer further agrees to limit its use of its Sandridge Heights property, described in Exhibit L, to either affordable housing or open space.

2.10 FLAGSTAFF MOUNTAIN MITIGATION MEASURES:

2.10.1 Water System. DEVELOPER shall build and dedicate to the Park City Water Service District an adequate water delivery

system within Flagstaff Mountain to serve the Project, including all fire flow and irrigation needs.

2.10.1.1 Withdrawal of Water Protests. DEVELOPER shall immediately withdraw its protests to the City's pending water change application(s) before the State Engineer and agrees not to protest future City applications before the State Engineer.

2.10.1.2 Water Source. DEVELOPER shall design and construct a water source and delivery system to transport water from the water source to Flagstaff Mountain and to dedicate that system to the City. DEVELOPER and the City anticipate that such delivery system will include the development of a well of sufficient capacity to serve the Project.

2.10.1.3 Group II Rights. The City and DEVELOPER agree to file a joint application with the State Engineer to convert to municipal use within the boundaries of the Park City Water Service District all "Group II" water rights owned by both parties. The joint application will list all mutual points of diversion, all of the City's municipal sources, and all of DEVELOPER's sources including the proposed Ontario and Empire Canyon Wells. DEVELOPER and the City shall divide the Group II rights approved for municipal use evenly, with DEVELOPER and the City each taking ownership of one-half of the total approved rights. DEVELOPER agrees to sell exclusively to the City its portion of the approved Group II water rights and DEVELOPER's interest in its Theriot Springs and Haueter Springs water rights (Weber Decree Award #456, #467 and #468)

00544835 Bk01276 Pg00506

collectively referred to herein as the "Committed Water".

2.10.1.4 Committed Water. Once approved for municipal use, all Committed Water shall be leased to the City at a nominal cost and will therefore be unavailable for sale to others. DEVELOPER shall dedicate the Committed Water to the City, and the City shall pay to DEVELOPER from time to time an amount equal to the water development impact fees actually collected by the Park City Water Service District from the development of Flagstaff Mountain. Each such payment from the City to DEVELOPER shall be paid within 30 days following the receipt by the Park City Water Service District of each such water development impact fee.

2.10.1.5 Excess Water Rights. If after ten (10) years or 90% buildout of Flagstaff Mountain and Bonanza Flats, whichever last occurs, DEVELOPER retains water rights in excess of the water demand for both projects, the City may purchase the excess water rights from DEVELOPER at fair market value based on an appraisal from a mutually agreed upon appraiser or the City may relinquish its interest in the excess water rights. The City shall elect to either purchase (some or all of the excess water rights) or relinquish its interest in the excess water rights within 180 days of written notice of the expiration of 10 years or 90% buildout of both projects, whichever last occurs. If the City takes no action within the 180 days, City will be deemed to have relinquished its interest in the excess water rights.

2.10.1.6 Impact Fees and Water Rates. The City will charge water development and connection impact fees

and water rates within the Project in an amount equal to the water development and connection impact fees and water rates charged to other water users within the Park City Water Service District, unless extraordinary costs can be identified by the City and fairly assigned to the water users within the Project.

2.10.2 Transportation and Traffic Mitigation. DEVELOPER has agreed to provide the following transportation and traffic mitigation measures.¹⁴ Prior to the issuance of a Certificate of Occupancy within the Mountain Village,¹⁵ the DEVELOPER shall provide the following to reduce the traffic anticipated by the Project:

2.10.2.1 **Van and Shuttle Service.** DEVELOPER shall provide for its owners, employees and guests, van and shuttle service alternatives consisting of regular circulator service within the Mountain Village and service from the Mountain Village to key destinations such as the Salt Lake International Airport, Main Street, Silver Lake, golf courses, and recreational trail heads.

2.10.2.2 **Road and Intersection Improvements.** Attached hereto as Exhibit M is a map and a more detailed list of improvements, which shall be constructed by DEVELOPER in satisfaction of this obligation. Prior to the construction of any of the improvements described below, the City shall review and approve or reject with suggested changes all plans, drawings and specifications with respect to the alignment and construction of such road and intersection

00544835 Bk01276 Pg00508

¹⁴ However, within the Small Scale MPD process, the City may conclude that these transportation and traffic measures should be reduced, and will modify DEVELOPER's obligations accordingly.

¹⁵ Except for DEER VALLEY's day lodge pursuant to paragraph 2.5 herein.

improvements. Following DEVELOPER's completion of the construction of such improvements, DEVELOPER shall offer to dedicate such improvements to the appropriate governmental entity.

2.10.2.3 Contribution to Marsac Roundabout.

DEVELOPER shall financially participate in the reconstruction of the intersection of Marsac Avenue and Deer Valley Drive. DEVELOPER is responsible for paying its proportionate share (determined by projected traffic generation) of the City's cost of such reconstruction to mitigate the impact of the Flagstaff Mountain and Bonanza Flats projects on the intersection.

2.10.2.4 Runaway Truck Lane. DEVELOPER, or an affiliate of DEVELOPER, shall construct a runaway truck lane on the Mine Road section of S.R. 224, as described on Exhibit N attached hereto. DEVELOPER expects to dedicate the Runaway Truck Lane to UDOT.

2.10.2.5 Mine Road Widening. Upon Planning Commission recommendation, DEVELOPER shall widen the Mine Road section of S.R. 224 as described on Exhibit M attached hereto.

2.10.2.6 Mine Road Passing Lane. Upon Planning Commission recommendation, DEVELOPER shall create and dedicate a passing lane on the Mine Road section of S.R. 224 as described on Exhibit M attached hereto.

2.10.2.7 Drainage Improvements. DEVELOPER shall improve drainage to S.R. 224 as described on

Exhibit M attached hereto.

2.10.2.8 **Landscaping.** Upon Planning Commission approval, DEVELOPER may construct and create, at DEVELOPER'S sole cost and expense, landscape improvements in the area depicted on Exhibit M, uphill from the intersection of S.R. 224 with Hillside to act as a Project entry statement.

2.10.3 **Construction Mitigation.** DEVELOPER shall provide the following measures, all to the reasonable satisfaction of the City's Chief Building Official, to mitigate the impact of construction within Flagstaff Mountain. DEVELOPER shall also adhere to the usual construction impact mitigation measures required by the City. Additional reasonable site-specific mitigation measures may be required at the Small Scale MPD phase. These measures will be permanently reflected in Covenants, Conditions and Restrictions of each development parcel. The Detailed Construction Phasing Plan to be submitted by DEVELOPER to the City shall include, without limitation, provisions pertaining to:

- 2.10.3.1 Limits of Disturbance and Vegetation Protection for all construction, including construction of public improvements.
- 2.10.3.2 Construction staging, on-site batch plants, and materials stockpiling¹⁶ and recycling in the Daly West area to keep all excavated materials on site during the Project infrastructure and construction phases.
- 2.10.3.3 Construction traffic routing plan to minimize traffic impacts on Old Town and residential areas, by only allowing construction traffic to use current state roads, unless otherwise directed by the City.
- 2.10.3.4 Dust and soils monitoring and containment, along with

¹⁶ Developer shall stockpile all earthen material on site.

remediation of contaminated mining waste within the areas that are disturbed during the construction of the improvements within the Project and erosion and runoff controls for the entire Project

2.10.3.5 Temporary public access trails throughout construction.

2.10.3.6 Tools and equipment storage on-site adequate to serve all construction.

2.10.4 **Employee/Affordable Housing.** DEVELOPER shall provide deed-restricted employee/affordable housing units as defined by the City's affordable housing policy in an amount equal to 10% of the residential and 20% of the commercial Unit Equivalents approved by the City for the Project. A minimum of 25% of the affordable housing obligation shall be located on-site within the Project, unless otherwise directed by the Housing Authority. DEVELOPER and the City shall consult with Mountainlands Housing Trust, or its equivalent (if any), to determine the type and location of employee/affordable housing which would be most effective in offsetting the demand generated from the Project. DEVELOPER shall provide the remaining 75% of the units as directed by the Housing Authority. The employee/affordable housing will be phased with the Project. Upon Planning Commission recommendation, the Housing Authority may direct DEVELOPER to:

2.10.4.1 Develop, subject to deed restrictions some of the remaining units on the 20-Acre Quinn's Junction Parcel; or

2.10.4.2 Donate in a form satisfactory to the City, without restrictions or encumbrances, the 20-Acre Quinn's Junction Parcel to the City in lieu of some or all of the remaining portion of DEVELOPER's affordable housing obligation; or

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2.10.4.3 Build the units on an alternate parcel provided to DEVELOPER by the City. DEVELOPER must donate the 20-Acre Quinn's Junction Parcel to the City if the City offers to donate otherwise suitable land to DEVELOPER. If the City and DEVELOPER exchange parcels with respect to the new employee/affordable housing units, then DEVELOPER shall construct on such alternate parcel such number of new employee/affordable housing units, up to the required number of units, for which DEVELOPER is able to obtain approval. In no event shall the cost incurred by DEVELOPER to construct the new employee/affordable housing units on an alternate parcel provided by the City exceed the cost which DEVELOPER would have incurred to construct such new employee/affordable housing units on the 20-Acre Quinn's Junction Parcel; or

2.10.4.4 If mutually acceptable to DEVELOPER and the City, pay to the City a fee in lieu of constructing employee/affordable housing, consistent with the City's affordable housing policy, if such payment in lieu of constructing employee/affordable housing results in the construction or dedication of actual units for affordable /employee housing; or

2.10.4.5 Satisfy its obligation in a manner otherwise consistent with the City's affordable housing policy.

2.10.5 5-Year Irrevocable Offer to Annex the 20-Acre Quinn's Junction Parcel. For the next five years, DEVELOPER hereby irrevocably offers to annex the 20-Acre Quinn's Junction Parcel to the City.

00544835 Bk01276 Pg00512

SECTION III. ADDITIONAL PUBLIC BENEFITS

In addition to the foregoing, DEVELOPER offers the following inducements to contract:

3.1 **Richardson Flats.** DEVELOPER unconditionally offers to annex Richardson Flats to the City and, regardless of the annexation of Richardson Flats, to restrict development of Richardson Flats to one of the following options to be selected by DEVELOPER, at DEVELOPER'S sole discretion:

Option 1. Under Option one DEVELOPER must limit the use of Richardson Flats to golf (with the requisite clubhouse, maintenance buildings and other related improvements), equestrian uses (including the construction of an arena or indoor equestrian center), and/or such other public recreational opportunities or special events as the City may deem proper. In the event DEVELOPER is able to obtain necessary approvals from EPA and/or DEQ, then DEVELOPER must construct on Richardson Flats a golf course, clubhouse, and driving range with adequate¹⁷ provisions for defined public access.

Option 2. Under Option two, DEVELOPER must limit the use of Richardson Flats to an 18-hole golf course (with the requisite clubhouse, maintenance buildings and other related improvements)¹⁸ and would make available to the City a site for a second 18-hole golf course. The site to be donated to the City would not include land in need of environmental remediation. If a second golf course is constructed under Option two, then the City and DEVELOPER shall work cooperatively to develop shared facilities such as a driving range and golf maintenance shops.

Option 3. If, after diligent efforts, DEVELOPER cannot receive EPA or DEQ approval of the aforementioned recreational

00544835 Bk01276 Pg00513

¹⁷ The course must be operated to maximize play.

¹⁸ Under Option 2 DEVELOPER may in the City's sole discretion be afforded the right to use Richardson Flats for such other public recreational opportunities or special events as the City may deem proper.

improvements, DEVELOPER will perpetually deed restrict Richardson Flats to prevent further development.¹⁹

- 3.2 **Open Space/Transit Management Fund.** DEVELOPER shall pay on each transfer of DEVELOPER's land, and shall separately covenant with all successors in interest in a manner which runs with the land, to assess a 1% Open Space/Transit Management Fee on the gross sales price of all real property within the Project. 50% of the Open Space/Transit Management Fee shall belong to the Flagstaff Mountain Master Resort Association to reduce Master Resort Association dues associated with obligations assumed herein or to enhance the Master Resort Association's service to its members. 50% of the Open Space/Transit Management Fee shall be paid to the City to assist in funding the costs and expenses for enhanced transportation to the Project, recreation improvements and/or open space acquisition, maintenance or preservation. This Open Space/Transit Management Fee shall not apply to the transfer of real property within the Project either solely as security for financing (e.g. mortgage) or for nominal consideration solely to initially capitalize the development entity. DEVELOPER acknowledges that the Project requires an open space management fee to mitigate the adverse effects of the Project. As such, DEVELOPER covenants that it will pay this fee as a contractual obligation, and not as a regulated entity. DEVELOPER shall vigorously defend the imposition of such fees. DEVELOPER shall not take any action (contractually, judicially, or legislatively) to challenge or otherwise adversely affect the enforceability of the Open Space/Transit Management Fee as a valid and enforceable real covenant.

SECTION IV. IMPACT FEES/PLAN CHECK FEES

- 4.1 **Conditions of Approval and Impact Fees.** With respect to the development of Flagstaff Mountain, DEVELOPER accepts and agrees to comply with the impact, connection and building fees of the City currently

00544835 Bk01276 Pg00514

¹⁹ The timing of Richardson Flats development shall be addressed in the Construction Phasing and General Infrastructure Phasing Plans required in Sections 2.1.10 and 2.1.11 with development commencing as early as possible.

in effect, or as amended, to the extent the amended fees are applied uniformly within an impact fee district. DEVELOPER acknowledges that the Project requires infrastructure supported by impact fees and finds the fees currently imposed to be a reasonable monetary expression of exactions that would otherwise be required at this time. As such, DEVELOPER covenants that it will pay impact fees as a contractual obligation, and not exclusively as a regulated entity. If the state legislature disallows the imposition of a regulatory impact fee, DEVELOPER will pay those impact fees in effect at the time of such change in state law throughout the remaining buildout of the Project. Further DEVELOPER agrees to pay plan check fees in the amount of 65% of the building permit fee.

SECTION V. BONANZA FLATS DEVELOPMENT PARAMETERS

5.1 **Restrictions on Bonanza Flats Development.** DEVELOPER covenants that it will never apply, nor assist in any application, to the City or to Wasatch County for the development of Bonanza Flats in excess of the following maximum densities. Further, DEVELOPER shall amend its development application with Wasatch County, and shall restrict development in Bonanza Flats to the following maximum densities:

- 5.1.1 A maximum of 260 residential units (280 Unit Equivalents), of which no more than 160 units shall be Bonanza Flats single family home sites.
- 5.1.2 An 18-hole golf course, including the construction of no larger than a 20,000 sq. ft club house and other golf-related facilities, with Nordic skiing thereon during the winter, all as generally depicted on Exhibit O.
- 5.1.3 75,000 square feet of resort-related commercial uses.
- 5.1.4 Alpine and Nordic ski terrain, ski runs, ski lifts and other ski-related improvements, all as depicted on Exhibit O.

5.2 **Wasatch County Approval of Bonanza Flats Development Proposal.** DEVELOPER has a pending application in Wasatch County, with respect

00544835 Bk01276 Pg00515

to Bonanza Flats, requesting density far in excess of that which the City regards as appropriate. As an inducement for the City to enter into this Agreement, DEVELOPER agrees to amend its development application with Wasatch County in order to reflect the terms and conditions of this Agreement regarding the development of Bonanza Flats. City's contractual restrictions on Bonanza Flats development are in no respect an endorsement of development on Bonanza Flats. DEVELOPER agrees that the portions of Bonanza Flats, as described on Exhibit C attached hereto, which are not to be developed shall be subjected to restrictive covenants or conservation easements, dedicated to a third party conservation trust (or similar entity), in a form acceptable to the City, so that the real property which is not to be developed shall be limited in perpetuity to recreational and open-space uses. DEVELOPER and the City acknowledge that the annexation of Bonanza Flats to the City is not being considered at this time by either the City or by DEVELOPER.

- 5.3 **Snyderville Basin Sewer Improvement District Annexation.** Snyderville Basin Sewer Improvement District ("SBSID") must agree to annex Bonanza Flats and agree to provide sewer service within Bonanza Flats if Park City is to provide water service to the area. SBSID capacity shall be restricted in size to accommodate no more than the restricted densities agreed to herein. If Wasatch County approves the use of Park City water for culinary use in Bonanza Flats, then DEVELOPER must apply for and pursue annexation to SBSID.
- 5.4 **Annexation.** If Wasatch County recommends that DEVELOPER seek annexation to the City of Bonanza Flats, then DEVELOPER shall request that the City annex Bonanza Flats. In the event that DEVELOPER requests that the City annex Bonanza Flats, the City anticipates the execution of an interlocal agreement with Wasatch County to address fiscal issues in connection with the City's annexation of Bonanza Flats.
- 5.5 **Request for Transfer of Bonanza Flats Density to Flagstaff Mountain.** DEVELOPER may seek approval from the City of additional density

00544835 Bk01276 Pg00516

within Flagstaff Mountain in exchange for DEVELOPER transferring approved density from Bonanza Flats and deed restricting such land as open space. City's contractual restrictions on development in Bonanza Flats in no way shall be construed as an endorsement of such densities either in Bonanza Flats nor transferred to the Mountain Village. Upon DEVELOPER's request, the City would consider such transfer. If favorably inclined to entertain such density transfer, the City would attempt in good faith to negotiate an interlocal agreement with Wasatch County to address fiscal issues associated with such action. In connection with any such request by DEVELOPER, the City may give higher priority to the transfer of multifamily or lodging units and may consider many factors, including but not limited to the following:

- 5.5.1 The location and quality of open space within the Bonanza Flats property that would occur as a result of the transfer;
 - 5.5.2 The suitability of increased density in the Mountain Village;
 - 5.5.3 The potential reduction of traffic;
 - 5.5.4 The potential positive impacts on the transportation system;
 - 5.5.5 The visual and other impacts to the Mountain Village; and
 - 5.5.6 The positive and negative impacts to the Bonanza Flats Property.
- 5.6 **Private Road.** Consistent with an approved phasing plan for Flagstaff Mountain, DEVELOPER may construct a private controlled access road between the Flagstaff Mountain and the Bonanza Flats development areas, provided that such private road is properly controlled to prevent through access to adjacent properties and deed restricted to prevent its extension beyond the terminus depicted in Exhibit C.
- 5.7 **Water Service.** DEVELOPER and the City acknowledge and agree that water service and sewer service to Bonanza Flats should be provided from the same basin in order to avoid any trans-basin transfer issues. Inasmuch as the City shall be providing water service to the Project, the City and DEVELOPER desire that the City provide water service to Bonanza Flats as well. If Wasatch County: 1) approves DEVELOPER's amended

00544835 Bx01276 Pg00517

proposal for the limited development of Bonanza Flats detailed herein, and
2) approves DEVELOPER's proposal that the City provide water service to Bonanza Flats, then, subject to a City-approved infrastructure phasing plan, DEVELOPER shall build and dedicate to the Park City Water Service District an adequate water delivery system, to service Bonanza Flats, including all fire flow and irrigation needs. DEVELOPER shall work cooperatively with the City to develop a water source or sources, including, but not limited to, making well sites, water rights and easements available to the City. The City shall provide culinary water to Bonanza Flats according to the terms of this Agreement. DEVELOPER will construct all infrastructure, including a source of water necessary to provide water service to Bonanza Flats. City water development and connection fees, as well as water rates, shall be the same as those imposed in the Project, unless the City can identify and fairly assign extraordinary costs to end users within Bonanza Flats. No water from a Weber Drainage Basin source shall be used for outdoor uses in Bonanza Flats.

5.8 **No Annexation Alternative.** If Bonanza Flats is not annexed into the City, and if the requirements described in Sections 5.3, 5.6 and 5.7 are satisfied, then DEVELOPER shall not build within Bonanza Flats more than the units described in Section 5.1 above.

5.9 **Conditions of Development of Bonanza Flats.** Regardless of the annexation of Bonanza Flats to the City, DEVELOPER agrees to the following:

5.9.1 The residential and commercial units constructed within Bonanza Flats shall not be located adjacent to the lakes within the Bonanza Flats property.

5.9.2 If Bonanza Flats is developed, but is not annexed DEVELOPER agrees to provide employee/affordable housing units consistent with its obligations in the Flagstaff Mountain annexation.

5.9.3 Within Bonanza Flats, DEVELOPER shall limit the construction of wood-burning devices to one wood-burning device per single

00544835 Bk01276 Pg00518

family unit. DEVELOPER shall not request approval from Wasatch County or from the City for wood-burning devices in any other attached, or detached, residential uses. Within each lodge, or hotel constructed within Bonanza Flats, DEVELOPER may construct one wood-burning device in each such lodge or hotel.

5.9.4 DEVELOPER shall pursue an interlocal agreement with Wasatch County whereby the Park City Fire Protection District will provide fire protection services within Bonanza Flats.

5.9.5 Upon reallignment of S.R. 224, DEVELOPER shall prohibit commercial snowmobile use within Bonanza Flats.

SECTION VI. AMENDMENT OF AGREEMENT AND DEVELOPMENT PLAN

6.1 This Agreement may be amended from time to time by mutual written consent of the Parties.

SECTION VII. IMPLEMENTATION OF THIS AGREEMENT

7.1 **Processing and Approvals.** Site specific plans shall be deemed proposed Small Scale Master Plans and shall be subject to the process and limitations set forth in the Park City Municipal Corporation Land Management Code that is in effect when the DEVELOPER submits a complete application for a Small Scale MPD.

7.2 **Cooperation in the Event of Legal Challenge.** If any third party challenges the validity, or any provision, of this Agreement, (1) the Parties shall cooperate in defending such action or proceeding, and (2) DEVELOPER shall hold harmless, and shall indemnify the City for all costs (including attorneys' fees) associated with defending this Agreement. Nothing herein shall be construed as a waiver of governmental immunity, as applicable.

7.3 **Impossibility of Performance.** If this Agreement is delayed in its effect by actions beyond the control of City or DEVELOPER, this Agreement shall remain in full force and effect during such delay. If such delay in the effect of this Agreement extends for a period of more than one year, this

00544835 Bk01276 Pg00519

Agreement shall be terminable by DEVELOPER or the City upon written notice to the other at any time after such initial one-year period. In the event of termination, all rights and obligations hereunder shall be deemed terminated, provided, however, that the parties shall cooperate to return to the status quo ante.

Section VIII. GENERAL PROVISIONS

- 8.1 **Covenants Running with the Land.** The provisions of this Agreement shall constitute real covenants, contract and property rights and equitable servitudes, which shall run with all of the land subject to this Agreement. The burdens and benefits hereof shall bind and inure to the benefit of each of the Parties hereto and all successors in interest to the Parties hereto. All successors in interest shall succeed only to those benefits and burdens of this Agreement which pertain to the portion of the Project to which the successor holds title. Such titleholder is not a third party beneficiary of the remainder of this Agreement or to zoning classifications and benefits relating to other portions of the Project.
- 8.2 **Transfer of Property.** DEVELOPER and DEER VALLEY shall have the right, without obtaining the City's consent or approval, to assign or transfer all or any portion of its rights, but not its obligations, under this Agreement to any party acquiring an interest or estate in the Project, or any portion thereof. Third party assumption of DEVELOPER's or DEER VALLEY's obligations under this Agreement shall not relieve DEVELOPER or DEER VALLEY of any responsibility or liability with respect to the expressly assumed obligation, unless the City expressly agrees in writing to the reduction or elimination of DEVELOPER's or DEER VALLEY's responsibility or liability. DEVELOPER and DEER VALLEY shall provide notice of any proposed or completed assignment or transfer. If DEVELOPER or DEER VALLEY transfers all or any portion of the property comprising Flagstaff Mountain, Richardson Flats, Sandridge or Bonanza Flats, the transferee shall succeed to all of DEVELOPER's or DEER VALLEY's rights under this Agreement. To

the extent the City believes (in its sole discretion, considering the totality of the DEVELOPER's and/or DEER VALLEY's obligations) that the successor in interest has ample resources to secure the City's rights under this Agreement, the City may release DEVELOPER and/or DEER VALLEY from its proportionate liability under this Agreement.

- 8.3 **No Agency, Joint Venture or Partnership.** It is specifically understood and agreed to by and among the Parties that: (1) the subject development is a private development; (2) City, DEER VALLEY and DEVELOPER hereby renounce the existence of any form of agency relationship, joint venture or partnership among City, DEER VALLEY and DEVELOPER; and (3) nothing contained herein shall be construed as creating any such relationship among City, DEER VALLEY and DEVELOPER.

SECTION IX. MISCELLANEOUS

- 9.1 **Incorporation of Recitals and Introductory Paragraphs.** The Recitals contained in this Agreement, and the introductory paragraph preceding the Recitals, are hereby incorporated into this Agreement as if fully set forth herein.
- 9.2 **Other Miscellaneous Terms.** The singular shall include the plural; the masculine gender shall include the feminine; "shall" is mandatory; "may" is permissive.
- 9.3 **Severability.** If any provision of this Agreement or the application of any provision of this Agreement to a particular situation is held by a court of competent jurisdiction to be invalid or unenforceable, the remaining provisions of this Agreement shall continue in full force and effect.
- 9.4 **Construction.** This Agreement has been reviewed and revised by legal counsel for DEVELOPER, DEER VALLEY and the City, and no presumption or rule that ambiguities shall be construed against the drafting Party shall apply to the interpretation or enforcement of this Agreement.
- 9.5 **Notices.** Any notice or communication required hereunder between the Parties must be in writing, and may be given either personally or by registered or certified mail, return receipt requested. If given by registered

00544835 Bx01276 Pg00521

or certified mail, the same shall be deemed to have been given and received on the first to occur of (i) actual receipt by any of the addressees designated below as the Party to whom notices are to be sent, or (ii) five (5) days after a registered or certified letter containing such notice, properly addressed, with postage prepaid, is deposited in the United States mail. If personally delivered, a notice is given when delivered to the Party to whom it is addressed. Any Party hereto may at any time, by giving ten (10) days written notice to the other Parties hereto, designate any other address in substitution of the address to which such notice or communication shall be given. Such notices or communications shall be given to the Parties at the address set forth below:

If to City to:

City Manager
445 Marsac Ave.
P.O. Box 1480
Park City, UT 84060

Copy to:

City Attorney
445 Marsac Ave.
P.O. Box 1480
Park City, UT 84060

If to DEVELOPER to:

United Park City Mines Company
P.O. Box 1450
Park City, UT 84060

Copy to:

Craig B. Terry
Parsons Behle and Latimer
P.O. Box 45898
Salt Lake City, Utah 84145-0898

If to DEER VALLEY:

Deer Valley Resort Company
Attn: Bob Wheaton, President
2250 Deer Valley Drive South
P.O. Box 889
Park City, Utah 84060

00544835 Bk01276 Pg00522

Copy to:
Wendy A. Faber
General Counsel
Royal Street Corporation
7620 Royal Street East, Suite 205
P.O. Box 3179
Park City, Utah 84060

9.6 **No Third Party Beneficiary.** This Agreement is made and entered into for the sole protection and benefit of the Parties and their assigns. No other party shall have any right of action based upon any provision of this Agreement whether as third party beneficiary or otherwise.

9.7 **Counterparts and Exhibits.** This Agreement is executed in four (4) duplicate counterparts, each of which is deemed to be an original. This Agreement consists of forty-two (42) pages, including notary acknowledgment forms, and in addition, sixteen (16) exhibits, which constitute the entire understanding and agreement of the Parties to this Agreement. The following exhibits are attached to this Agreement and incorporated herein for all purposes:

- Exhibit A Map and Legal description of Flagstaff Mountain
- Exhibit B Map and Legal description of the Iron Mountain
Parcels
- Exhibit C Map of Bonanza Flats
- Exhibit D Map and Legal description of Richardson Flats
- Exhibit E Map and Legal description of 20-Acre Quinn's
Junction Parcel
- Exhibit F Deer Valley Ski Area Master Plan
- Exhibit G Deer Valley Resort Company Ski Run Construction
and Revegetation Standards
- Exhibit H Guardsman Realignment
- Exhibit I Emergency Access
- Exhibit J Lady Morgan Springs Open Space Area
- Exhibit K Approximate Location of Prospect Ridge Open
Space

00544835 Bk01276 Pg00523

Exhibit L Map of Sandridge Parking Lots and Sandridge Heights parcels

Exhibit M Road and Intersection Improvements Detail

Exhibit N Runaway Truck Lane

Exhibit O Bonanza Flats golf course and ski improvements

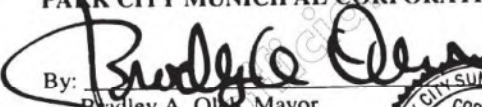
Exhibit P Zoning Map for Flagstaff Mountain

9.8 **Attorneys' Fees.** In the event of a dispute between any of the Parties arising under this Agreement, the prevailing Party shall be awarded its attorneys' fees and costs to enforce the terms of this Agreement.

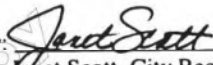
9.9 **Duration.** This Agreement shall continue in force and effect until all obligations hereto have been satisfied. DEVELOPER shall record the approved annexation plat for Flagstaff Mountain within 30 days of the City's adoption of an annexation ordinance to annex Flagstaff Mountain. The Large Scale Master Plan for Flagstaff Mountain granted herein shall continue in force and effect for a minimum of four years from its issuance and shall be effective so long as construction is proceeding in accordance with the approved phasing plan. Upon expiration of the minimum four-year period, approval will lapse after two additional years of Inaction following the expiration of such four-year period, unless extended for up to two years by the Planning Commission.

IN WITNESS WHEREOF, this Agreement has been executed by UPCM and by DEER VALLEY by persons duly authorized to execute the same and by the City of Park City, acting by and through its City Council as of the 24th day of June, 1999.

PARK CITY MUNICIPAL CORPORATION

By: 
Bradley A. Olson, Mayor

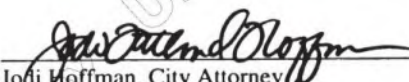
ATTEST: City Clerk

By: 
Janet Scott, City Recorder



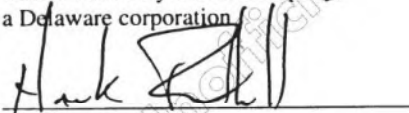
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APPROVED AS TO FORM:


Jodi Hoffman, City Attorney

DEVELOPER:

United Park City Mines Company,
a Delaware corporation

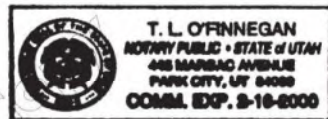

By: Hank Rothwell
Title: President

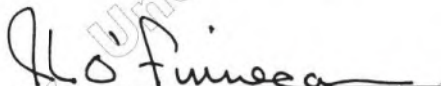
STATE OF UTAH)

: ss

COUNTY OF SUMMIT)

On this 2nd day of July 1999, before me, **Thomas L. O'Finnegan**, the undersigned Notary Public, personally appeared **Hank Rothwell**, personally known to me to be the President of United Park City Mines Co., on behalf of the corporation named herein, and acknowledged to me that the corporation executed it. Witness my hand and official seal.




Notary Public, State of Utah
Residing in Park City, Utah

DEER VALLEY RESORT COMPANY,

a Utah limited partnership

By: Royal Street of Utah, a Utah corporation,
General Partner

By: 
Robert Wells, Vice President

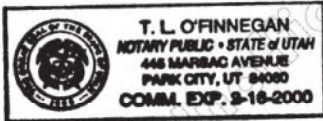
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STATE OF UTAH)

: ss

COUNTY OF SUMMIT)

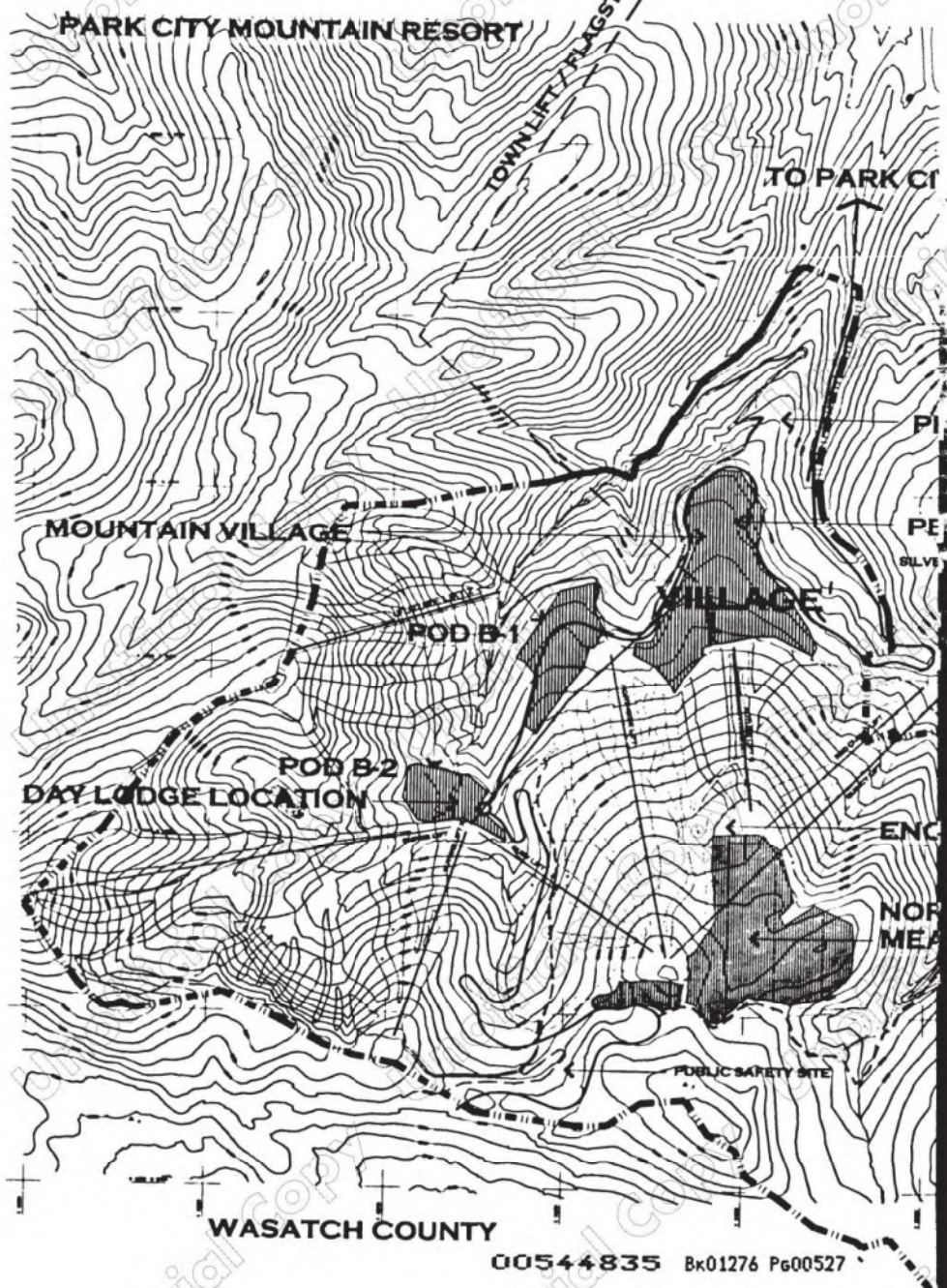
On this 2nd day of July 1999, before me, **Thomas L. O'Finnegan**, the undersigned Notary Public, personally appeared **Robert Wells**, personally known to me to be the Vice President of Royal Street of Utah, on behalf of the corporation named herein, and acknowledged to me that the corporation executed it. Witness my hand and official seal.

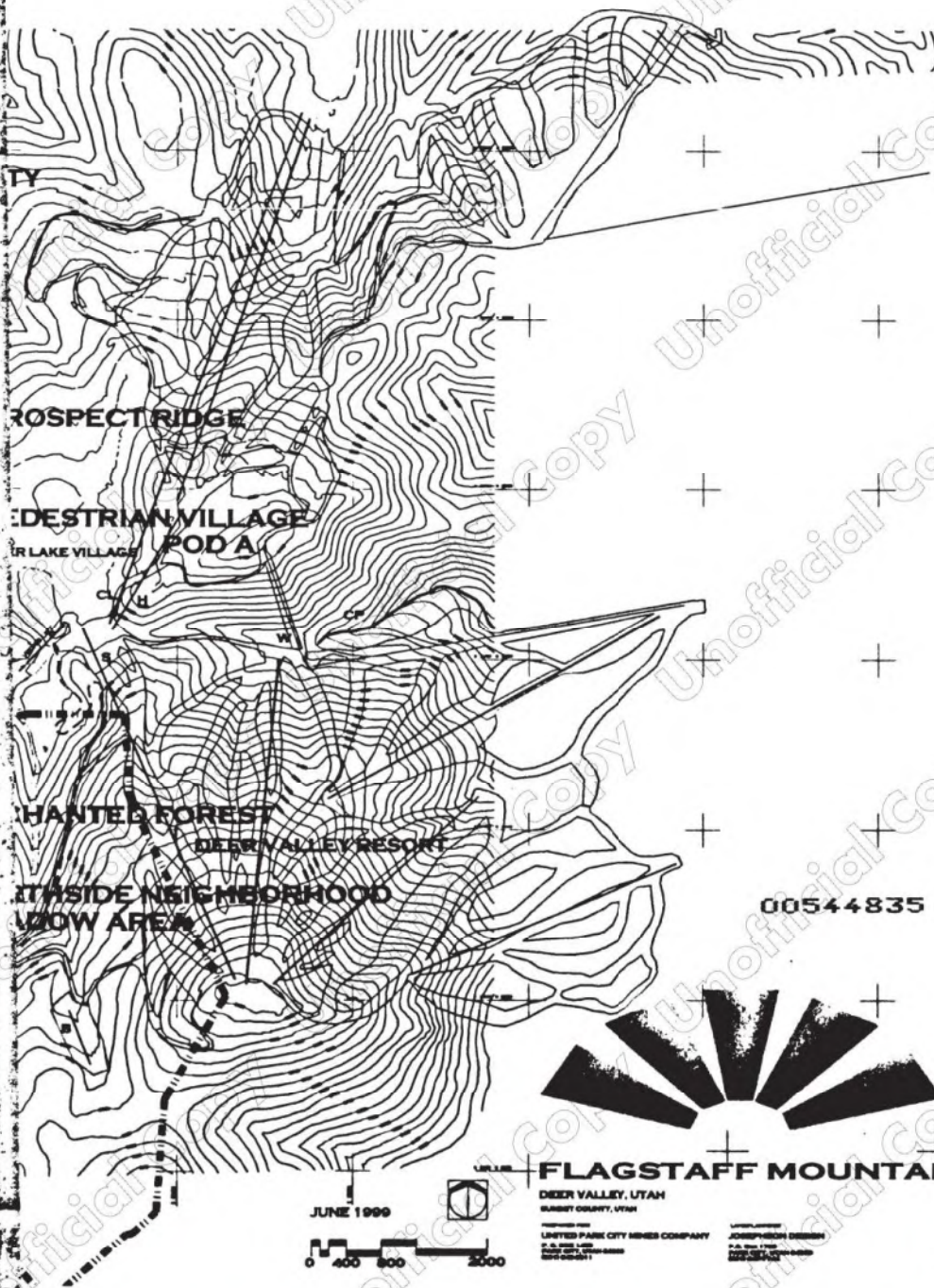


Thomas L. O'Finnegan

Notary Public, State of Utah
Residing in Park City, Utah

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FLAGSTAFF MOUNTAIN RESORT
DEER VALLEY, UTAH
SUNSET COUNTY, UTAH

EXHIBIT A

Exhibit A

FLAGSTAFF MOUNTAIN AT DEER VALLEY

Boundary Description

Beginning at a point identified as County Line Monument Number 2343, said point on the line common to Summit and Wasatch counties and also on the demarcation line between the Park City Ski Area and the Deer Valley Resort, said point lying on the ridge and hilltop above the Anchor Mine Shaft and also being North 04°39'13" East 1303.92 feet, more or less, from the Southwest corner of Section 29, Township 2 South Range, 4 East, Salt Lake Base and Meridian and running Northeasterly along said demarcation and ridge line :

North 44°09'00" East 1236.63 feet; thence North 35°07'44" East 548.54 feet; thence North 37°33'27" East 779.84 feet; thence North 49°33'13" East 616.72 feet; thence North 71°34'40" East 644.26 feet; thence North 30°09'00" East 354.14 feet; thence North 20°48'44" East 698.015 feet; thence North 10°48'36" East 569.75 feet; thence North 23°55'00" East 604.00 feet; thence North 87°35'00" East 778.00 feet; thence North 77°17'18" East 735.40 feet; thence North 82°14' East 672.44 feet more or less to a point on the Westerly boundary line of the "Anchor Tunnel Portal Mining Reservation", said point being North 39°17'38" East 942.39 feet more or less from the Southwest corner of Section 21 Township 2 South, Range 4 East, Salt Lake Base and Meridian, said point also lying along the ridge line between Empire Canyon and Walker and Webster Gulch; thence along said ridgeline the following eight courses: thence North 64°44'13" East 136.79 feet; thence North 67°45'58" East 149.28 feet; thence North 81°11'10" East 122.88 feet; thence North 77°19'44" East 85.84 feet; thence North 77°48'30" East 79.25 feet; thence North 86°11'16" East 94.42 feet; thence South 72°54'27" East 85.42 feet; thence South 71°42'35" East 163.49 feet more or less to a point on the westerly right-of-way line of the Judge Tunnel/Empire Canyon Water Tank Supply Line Easement, said point lying North 79°18'06" West 5.00 feet more or less, from Map Point A-1 as described in that certain Reservoir Easement dated April 19, 1978 and Recorded as Entry No. 147912 in the Records of the of the Recorder for Summit County, Utah; thence along said westerly right-of-way the following fifteen (15) courses: North 10°41'54" East 76.70 feet; thence North 15°21'41" East 116.20 feet; thence North 56°44'38" East 142.80 feet; thence North 46°47'25" East 123.00 feet; thence North 35°09'16" East 88.70 feet; thence North 32°14'53" East 101.60 feet; thence North 32°00'03" East 159.20 feet; thence North 33°26'55" East 136.00 feet; thence North 38°27'54" East 138.00 feet; thence North 27°54'51" East 126.00 feet; thence North 31°30'07" East 96.20 feet; thence North 40°35'50" East 110.80 feet; thence North 50°15'25" East 92.50 feet; thence North 56°00'00" East 94.90 feet; thence North 50°23'25" East 105.09 feet; thence North 47°29'30" East 405.07 feet more or less to a point on the westerly edge of Daly Avenue; thence along said Daly Avenue the following three courses: North 32°04'00" East 296.25 feet; thence North 29°09'57" East 315.97 feet; thence North 28°18'45" East 186.56 feet, more or less, to the East-West center line of Section 21 Township 2 South, Range 4 East, Salt Lake Base and Meridian, said Section Line also being the southerly

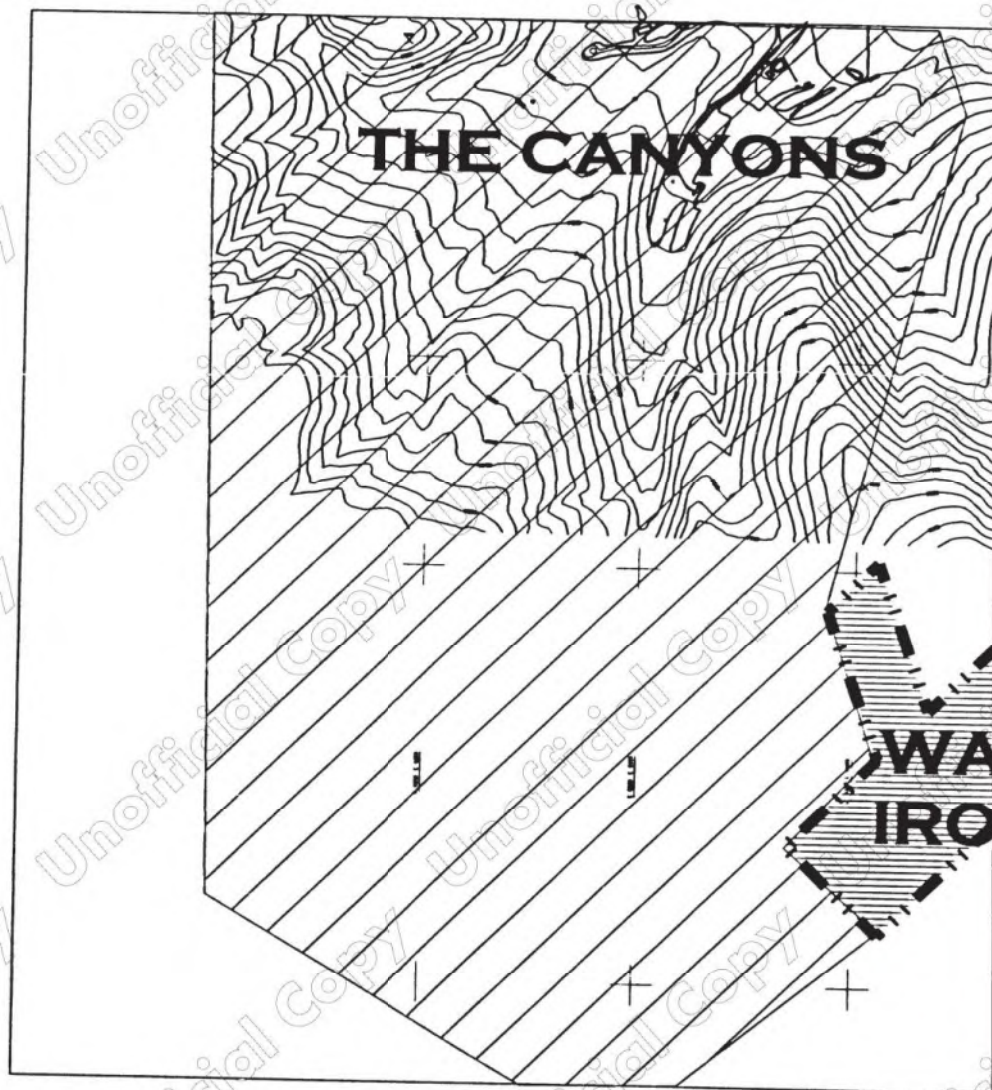
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boundary line for the corporate limits of Park City, Utah; thence South 89°59'59" East 940.12 feet, more or less, along said Section line 940.12 feet to a point on the easterly right-of-way line for Utah State Highway 224 as located in Ontario Canyon; thence along said highway the following 12 courses; South 00°15'34" West 115.59 feet to a point on a 1,482.39 foot radius curve to the left; thence Southwesterly along the arc of said curve through a central angle of 15°23'33" 398.24 feet more or less; thence South 15°39'07" West 559.69 feet to a point on a 5,679.58 foot radius curve to the left; thence Southwesterly along the arc of said curve, through a central angle of 06°11'23", a distance of 613.57 feet; thence South 09°27'44" West 368.77 feet to a point on a 1,382.39 foot radius curve to the left; thence southerly along the arc of said curve, through a central angle of 16°06'55", a distance of 388.82 feet; thence South 6°39'11" East 217.32 feet to a point on a 586.62 foot radius curve to the left; thence southeasterly along the arc of said curve, through a central angle of 48°51'38", a distance of 500.26 feet; thence South 55°30'59" East 87.30 feet to a point on a 686.62 foot radius curve to the right; thence along the arc of said curve, through a central angle of 30°23'53", a distance of 364.28 feet; thence South 25°06'53" East 397.14 feet to a point on a 508.37 foot radius curve to the right; thence along the arc of said curve, through a central angle of 21°36'53", a distance of 191.78 feet; thence South 3°30'00" East 63.08 feet to a point on a 220.00 foot radius curve to the left; thence along the arc of said curve, through a central angle of 55°51'14", a distance of 214.46 feet; thence South 31°30'00" West 68.20 feet; thence South 79°38'18" West 45.49 feet to a point on the southeasterly boundary of the Ontario Number 3 Shaft Mining Reservation; thence South 79°59'46" West 300.78 feet more or less along the southeastern edge of said Mining Reservation; thence South 17°09'45" East 88.76 feet more or less to a point on a piece of property that is the subject of Entry Number 158551 of the Summit County Records; thence along said parcel the following five courses: South 955.96 feet; thence North 69° East 360.00 Feet; thence South 29°20' West 117.60 feet; thence North 78°10' East 714.30 feet; thence East 1,106.71 feet more or less to a point the Wasatch-Summit County line: thence along said Wasatch - Summit County line. The following thirty courses: South 04°15'00" East 1,028.07 feet; thence South 25°30'30" East 2,521.90 feet to County Line Point 51; thence South 29°50'00" West 1,398.30 Feet to County Line Point 55; thence South 4°19'00" West 1,320.70 feet to County Line Point 58; thence South 47°05'00" West 369.50 feet to a County Line Point; thence South 83°34'00" West 69.10 feet to County Line Point 59; thence South 47°42'00" West 1,207.40 feet to County Line Point 62A; thence North 39°53'30" West 1,352.50 feet to County Line Point 64; thence North 72°50'00" West 317.30 feet to County Line Point 65; thence North 46°45'00" West 87.90 feet to County Line Point 66; thence North 70°57'00" West 502.00 feet to County Line Point 67; thence North 51°56'00" West 481.90 feet to County Line Point 68; thence North 55°53'00" West 466.80 feet to County Line Point 69 feet; thence North 21°49'00" West 317.40 feet to County Line Point 70; thence North 59°57'00" West 360.50 feet to County Line Point and Triangulation Point; thence North 33°22'30" West 467.10 feet to County Line Point 71; thence South 85°10'30" West 492.30 feet to County Line Point 72; thence South 54°42'30" West 453.20 feet to County Line Point 73; thence South 88°55'30" West 344.00 feet to County Line Point 74; thence North 82°52'30" West 1,132.30 feet to

00544835 Bk01276 Pg00530.

County Line Point 77; thence North $59^{\circ}43'30''$ West 1,074.55 feet to County Line Point 2338; thence North $79^{\circ}07'30''$ West 494.73 feet to County Line Point 80; thence North $70^{\circ}28'30''$ West 339.90 feet to County Line Point 81; thence North $60^{\circ}14'30''$ West 550.10 feet to County Line Point 82 and Triangulation Point 2339; thence North $64^{\circ}07'00''$ West 727.60 feet to County Line Point 83; thence South $77^{\circ}44'00''$ West 966.80 feet to County Line Point 85; thence North $77^{\circ}28'00''$ West 161.00 feet to a County Line Point and Triangulation Point 2340 which is also Judge Triangulation Point Q; thence South $85^{\circ}36'00''$ West 219.10 feet to County Line Point 86; thence North $46^{\circ}44'00''$ West 384.70 feet to County Line Point 87; thence North $34^{\circ}37'00''$ West 1,077.30 feet, more or less to county Line Point 2343 the point of beginning. Said Parcel contains 1,655.4 acres more or less.

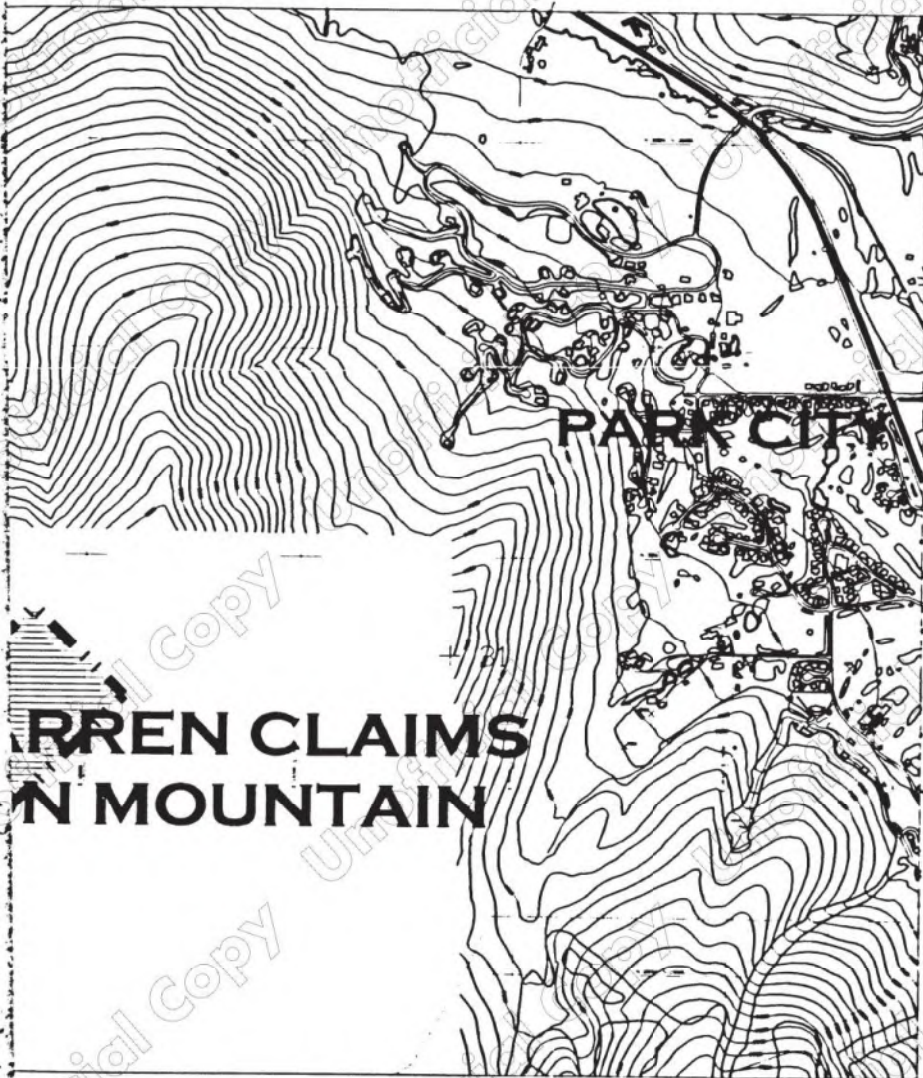
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00544835 Bk01276 Pg00532

APR 1964

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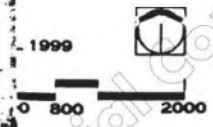


IRON MOUNTAIN



00544835 Bk01276 Pg00533

IRON MOUNTAIN PARCEL



BLAINE COUNTY, UTAH
PREPARED FOR:
UNITED PARK CITY HOMES COMPANY
P.O. BOX 1000
PARK CITY, UTAH 84302

COMPILED BY:
JOSEPHSON DESIGN
P.O. BOX 1000
PARK CITY, UTAH 84302

EXHIBIT B

P.03

Lot 2.

SEC 7

CA

SEC 7.

N.W.4 N.E.4 SEC
S.H.E.034931
John George Condas

John George Co
S.W. 4
S.H.E. 054931

~~A3~~, SEC. 7

Noted Sec 2

44-38861-1020

Lot 8 SEC. 7

Lot 7

7

Let c

SHE 034931
John George Condas

00544835 Bk1276 Pg00034

IRON MT.

Approx. El. 8990.

1919 SEC 7

Let 10 Sep 7

TOTAL P.03

JUL-21-1999 15:42

P.02

Exhibit B

**FLAGSTAFF MOUNTAIN RESORT
IRON MOUNTAIN PROPERTY LEGAL DESCRIPTION
LOCATED IN SECTION 7, T2S, R4E, SLB & M**

ALL OF THE WARREN MINING CLAIMS NO. 1, NO. 2, NO. 3, NO. 4, AND NO. 5,
MINERAL SURVEY NUMBER 6292.

Y:\UPCMC\FLAGSTAFF\OVERALL\DOCS\WARREN LGL

00544835 Bk01276 Pg00535

TRI-COUNTY PEAK

To BRIGHTON

PUBLIC PARKING - 15 CARS

SALT LAKE COUNTY

10,420'

BLOOD
LAKE

GIRL SCOUT
CAMP

BURNHALL
LAKE /

SILVER
LAKE

SILVER LAKE
BECKY

LAKE
ACHAWATER

CLAYTON PEAK



BONANZA MOUNTAIN

WABATCH COUNTY, UTAH

JUNE 1999

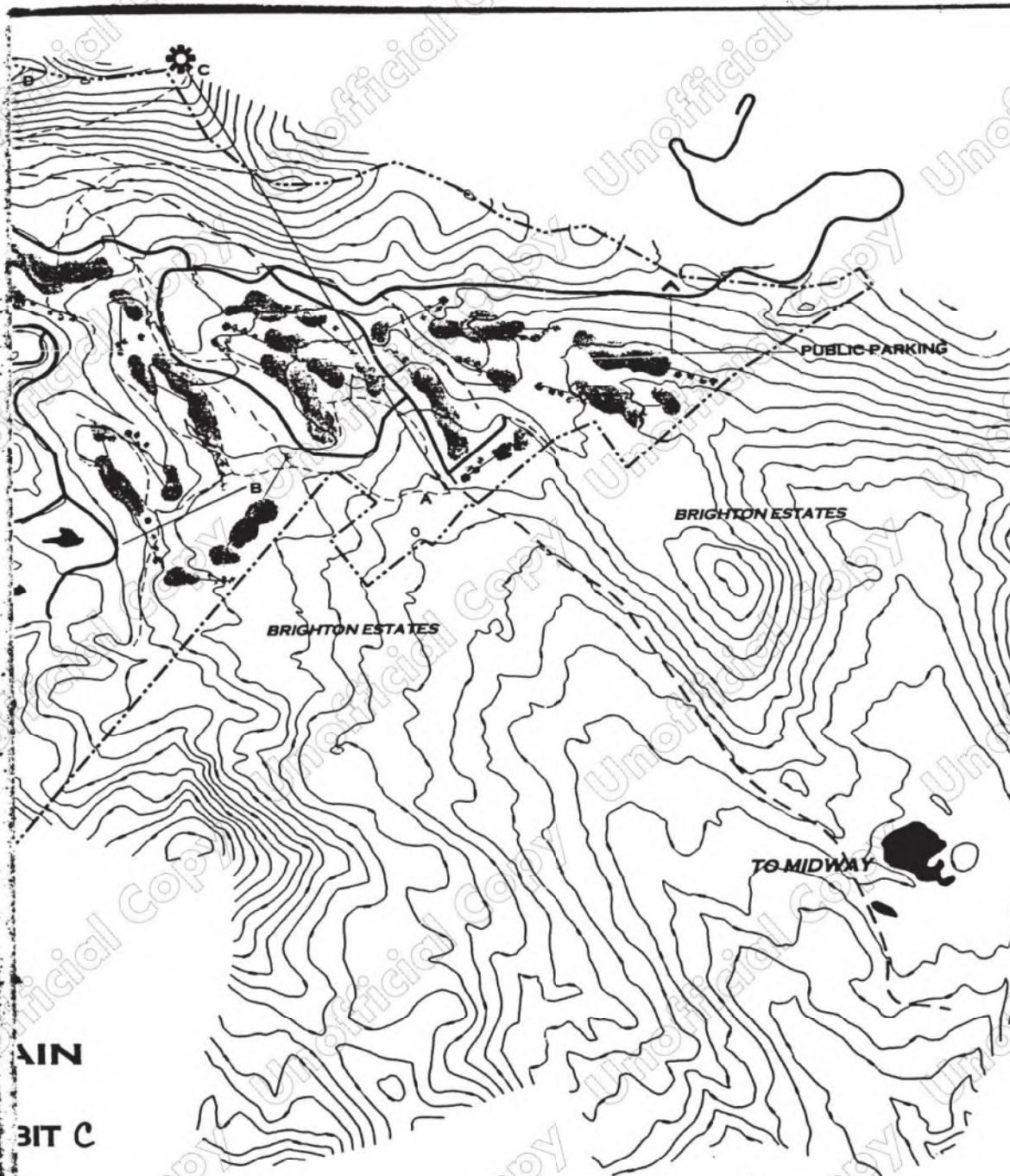


PREPARED FOR:
UNITED PARK CITY MINES COMPANY
P.O. BOX 1400
PARK CITY, UTAH 84302
(801) 798-1111

DESIGNED BY:
JOSEPHSON DESIGN
P.O. BOX 1700
PARK CITY, UTAH 84302
(801) 798-1111

EXHIBIT

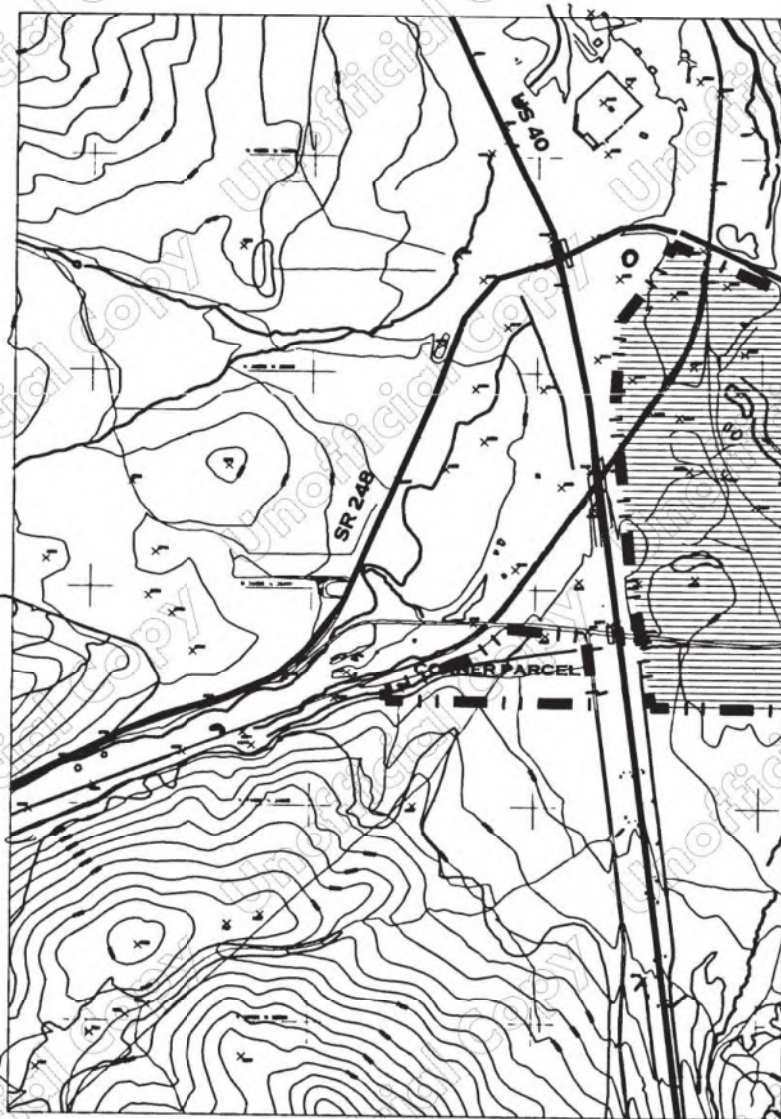
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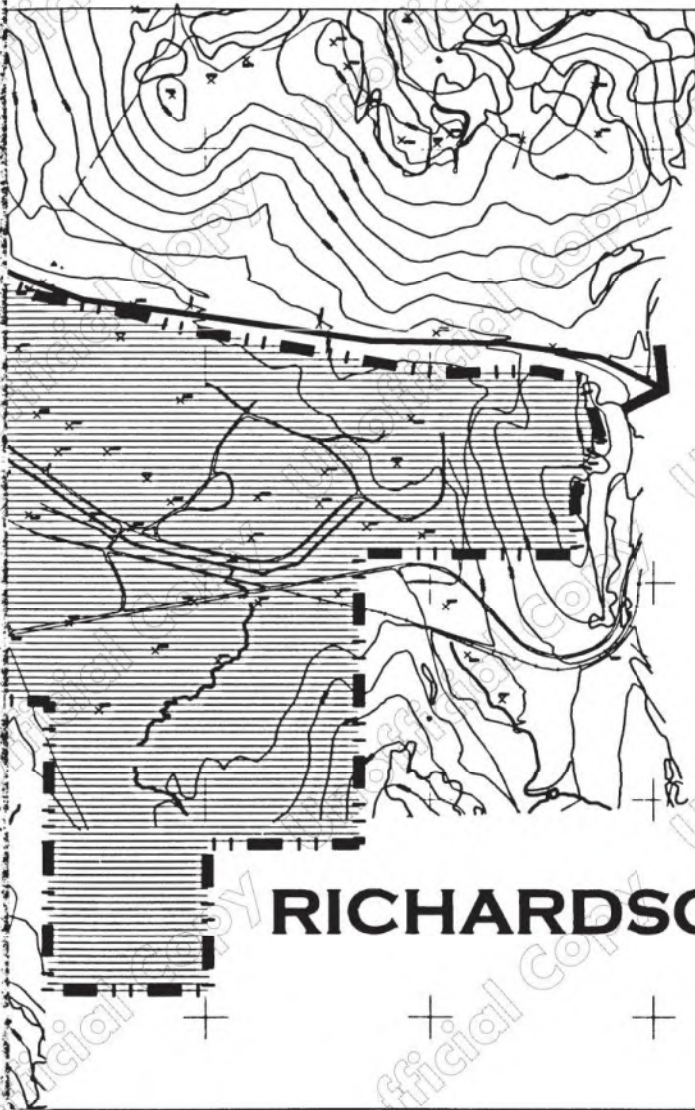
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BIT C

00544835 Bk01276 Pg00537



00544835 Bk01276 Pg00538



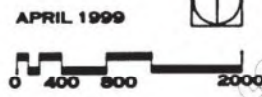
TO KAMAS

RICHARDSON FLATS

00544835 Bk01276 Pg00539



RICHARDSON FLATS PARCEL



SUMMIT COUNTY, UTAH
SUMMIT COUNTY, UTAH
PREPARED FOR:
UNITED PARK CITY HOMES COMPANY
P.O. BOX 1000
PARK CITY, UTAH 84302

LANDSCAPE
DESIGN
JOSEPHSON DESIGN
P.O. BOX 1000
PARK CITY, UTAH 84302

EXHIBIT D

Exhibit D

UNITED PARK CITY MINES COMPANY

RICHARDSON FLATS DESCRIPTION

GENERAL DESCRIPTION

All of the property owned by United Park City Mines Company lying East of U. S Highway 40, South of Utah Highway 189, West of the Summit Wasatch County Line and North of the foothills forming the South edge of the Basin, being more particularly described as follows:

Beginning at a point lying on the center section line of Section 1, Township 2 South, Range 4 East Salt Lake Base and Meridian, said point also common with a point on the Summit and Wasatch County lines and lying South $64^{\circ}34'17''$ East 6177.91 Feet, more or less, from the Northwest Corner of said Section 1;

Thence North $07^{\circ}48'30''$ West 569.42 Feet more or less;
Thence North $30^{\circ}03'00''$ East 491.00 Feet along said County Line to County Line Marker 138;
Thence North $15^{\circ}43'00''$ West 620.95 Feet more or less to a point on the Southerly Right-of-Way line to Utah State Highway 189, said point lying on a 1,679.86 Foot radius curve to the left whose radius point bears South $18^{\circ}25'57''$ West;
Thence along said curve, through a central angle of $12^{\circ}57'43''$ a distance of 380.03 Feet;
Thence North $87^{\circ}46'51''$ West 300.64 Feet;
Thence South $88^{\circ}33'10''$ West 541.22 Feet;
Thence North $85^{\circ}26'18''$ West 193.25 Feet;
Thence North $78^{\circ}57'34''$ West 621.06 Feet;
Thence North $81^{\circ}30'46''$ West 503.42 Feet;
Thence North $76^{\circ}56'20''$ West 501.60 Feet;
Thence North $81^{\circ}30'46''$ West 700.00 Feet;
Thence North $71^{\circ}23'40''$ West 227.68 Feet;
Thence North $79^{\circ}09'47''$ West 994.80 Feet;
Thence North $66^{\circ}54'08''$ West 590.16 Feet;
Thence North $64^{\circ}10'15''$ West 167.19 Feet;
Thence North $89^{\circ}53'00''$ West 978.55 Feet;
Thence South $25^{\circ}23'31''$ West 116.87 Feet to a point on the northerly section line of said section 2;
Thence South $00^{\circ}45'29''$ West 178.58 Feet more or less along said section line to a point on the Easterly Right-of-Way line of U. S. Highway 40;
Thence South $5^{\circ}56'20''$ West 253.60 Feet;
Thence South $5^{\circ}56'20''$ West 205.58 Feet to a point on a 2406.48 radius curve to the left whose radius point bears South $84^{\circ}01'04''$ East;
Thence along said curve, through a central angle of $9^{\circ}17'52''$ a distance of 390.52 Feet;
Thence South $3^{\circ}23'37''$ East 105.10 Feet;
Thence South $7^{\circ}04'23''$ East 356.56 Feet more or less to a point on the northwesterly boundary of the Rails to Trails Right-of-Way;
Thence South $7^{\circ}04'23''$ East 150.58 Feet to a point on the southeasterly boundary of said Right-of-Way;
Thence South $7^{\circ}04'24''$ East 48.63 Feet;
Thence South $1^{\circ}27'27''$ West 202.24 Feet;
Thence South $40^{\circ}00'00''$ East 554.91 Feet;
Thence South $31^{\circ}40'49''$ West 481.87 Feet;

00544835 Bk01276 Pg00540

RICHARDSON FLAT DESCRIPTION

Page Two

Thence South 7°04'23" East 493.36 Feet more or less to a point on the northerly edge of the County Road across Richardson Flat;

Thence South 7°04'19" East 102.54 Feet to a point on the southerly boundary of said roadway;

Thence South 7°04'23" East 575.60 Feet to a point on the northern line of the South 1/2 of the Southeast one quarter of said Section 2;

Thence South 89°57'22" East 1604.54 Feet more or less along said line to the east line of said Section 2;

Thence South 00°33'35" West 1326.74 Feet more or less to the Southeast Corner of said Section 2, said point also common to Sections 1, 12 and 11 of Township 2 South, Range 4 East S.L.B. & M.;

Thence South 00°10'48" West 1328.76 Feet along the east section line of said Section 11 to a point common to the center line of the Northeast one quarter of said Section 11;

Thence South 89°09'12" East 1358.31 Feet more or less along the south line of the northwest one quarter of the northwest quarter of said Section 12;

Thence North 00°07'55" East 1347.76 Feet more or less to a point on the south line of said Section 1;

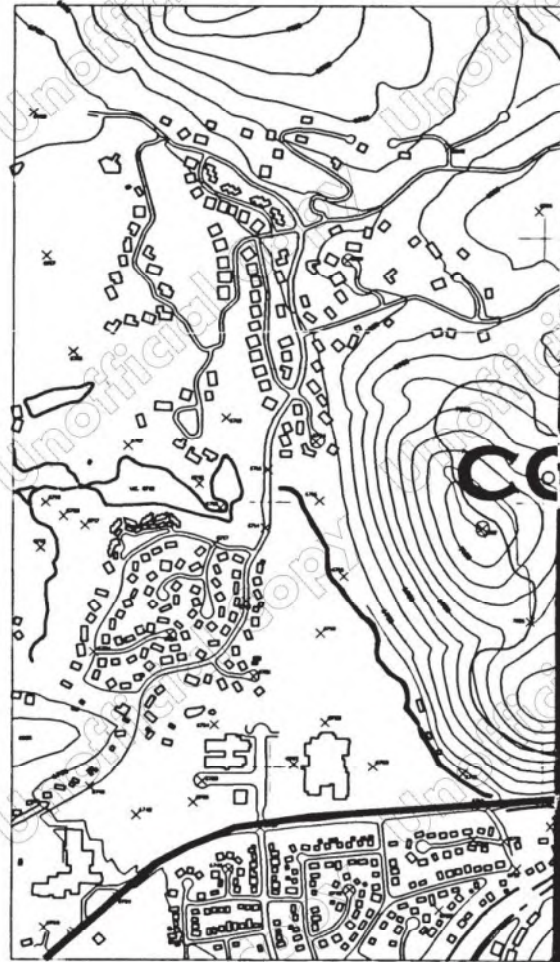
Thence North 89°58'31" East 1357.10 Feet, more or less, along said south section line to the south quarter corner of said Section 1;

Thence North 00°00'24" East 2679.92 Feet more or less along the center section line of said Section 1 to the Center of said Section 1;

Thence South 89°30'01" East 2043.63 Feet more or less along the center section line of said Section 1 to the Point of Beginning;

Contains 573 acres more or less.

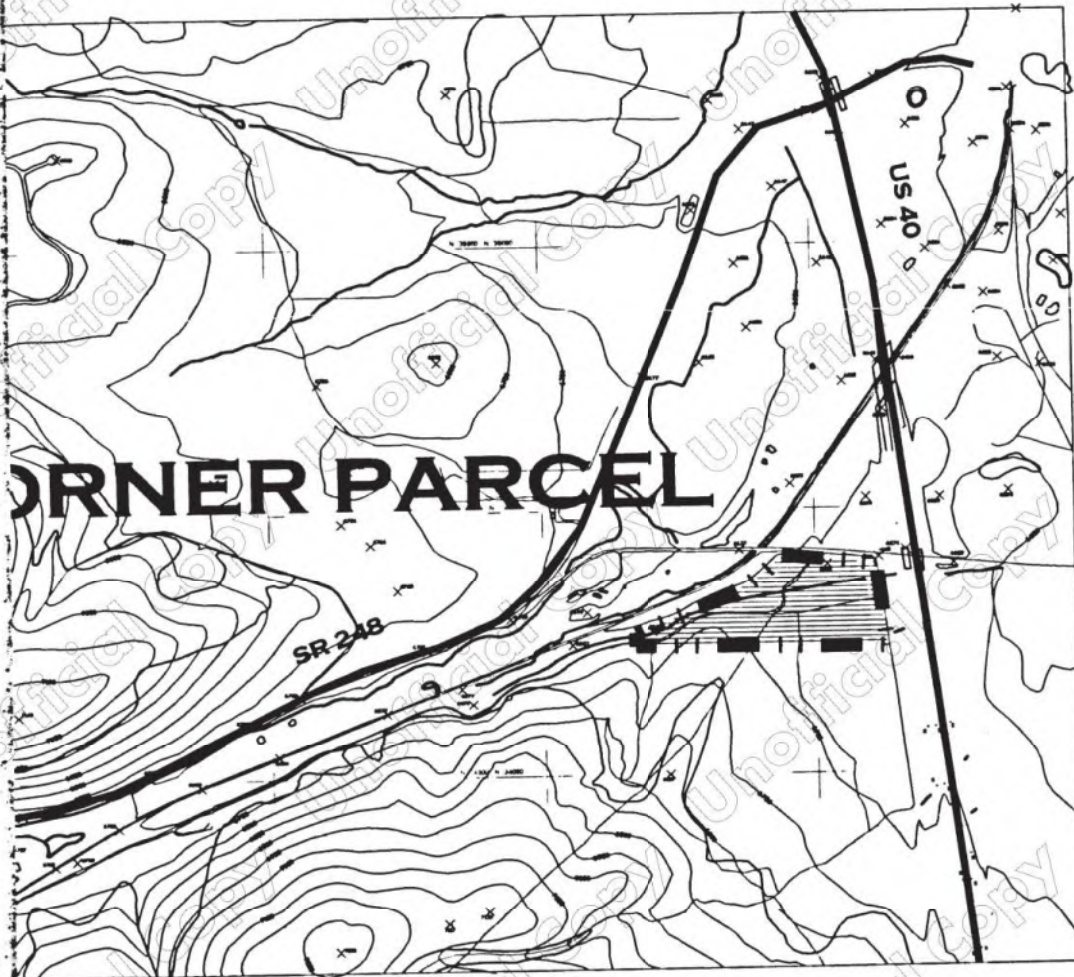
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APRIL 19

0 400



CORNER PARCEL

99



800

2000

SUMMIT COUNTY, UTAH
 PREPARED FOR
 UNITED PARK CITY MINES COMPANY
 P.O. BOX 1400
 PARK CITY, UTAH 84302
 (801) 645-0011

LANDPLANNING
 JOSEPHSON DESIGN
 P.O. BOX 1700
 PARK CITY, UTAH 84302
 (801) 647-7764

00544835 Bk01276 Pg00543

EXHIBIT E

Exhibit E

UNITED PARK CITY MINES COMPANY

Richardson Flat Corner Parcel Description

Two parcels of land located in the North 1/2 of the South 1/2 of Section 3, Township 2 South, Range 4 East, S. L. B. & M. being more particularly described as follows:

All of that portion of the NE 1/4 of the SW 1/4 of Section 2, Township 2 South, Range 4 East S.L.B. & M. lying South of the Rails to Trails right-of-way and the County Road.
Contains 12.33 acres more or less.

And,

All of that portion of the NW 1/4 of the SE 1/4 of Section 2, Township 2 South, Range 4 East S.L.B. & M. lying west of the relocated U. S. 40 and South of the County Road.
Contains 7.01 acres more or less.

00544835 Bk01276 Pg00544



00544835 Bx01276 Pg00545



SKI AREA PLAN

DEER VALLEY RESORT COMPANY

- EXISTING SKI RUNS (SHADED)
- - - PROPOSED SKI RUNS (SHADED)
- EXISTING SKI LIFTS (SHADED)
- - - PROPOSED SKI LIFTS (SHADED)

NOTE:
THIS MAP IS NOT INTENDED TO BE A SURVEY OF
PROPERTY AND PLANNED SKI PLANNING SHOULD
BE ACCURATE AND NOT BE USED FOR ANY OTHER
PURPOSES.

Exhibit F

SHANER
Design Graphics



00544835 Bx01276 P600546

Exhibit G

Deer Valley Resort Company Ski Run Construction and Revegetation Standards

1. Prior to construction activity, ski trail sidelines will be flagged by Deer Valley Resort Company personnel. Construction activity shall be limited to within the flagged sidelines, lift tower and lift terminal areas.
2. Access to construction activity shall be by existing service roads where available.
3. Clearing operations shall leave the ski trails with a feathered edge. Low shrubs at trail edges shall remain. Tree islands shall be incorporated in the field into trails where feasible and safe.
4. After clearing in areas of cut, topsoil shall be stripped and stockpiled for later respreading.
5. In fill areas, stumps shall remain in place to a 2' maximum height. In cut areas, stumps will be removed by backhoe or dozer. Stumps shall be flush cut in areas where no grading or fill will occur.
6. Any trees cut suitable for use as firewood will be cut into firewood length and transported to Deer Valley's day lodges. Stumps and slash shall be buried as deeply as possible in field-designated areas with 3' minimum cover over uppermost slash layer. Alternate 3' maximum slash layers with 3' soil layers, running over layers with heavy equipment as placement occurs. Maximum length of any one piece of slash shall be 10'. Slash and rock burial may be used to produce terrain features within ski trails.
7. Excavation, embankment and fill operations shall proceed in such a manner that finish grading and erosion control implementation will occur as soon as possible after disturbance.

00544835 Bk01276 Pg00547

Exhibit G

Deer Valley Resort Company Ski Run Construction and Revegetation Standards

1. Prior to construction activity, ski trail sidelines will be flagged by Deer Valley Resort Company personnel. Construction activity shall be limited to within the flagged sidelines, lift tower and lift terminal areas.
2. Access to construction activity shall be by existing service roads where available.
3. Clearing operations shall leave the ski trails with a feathered edge. Low shrubs at trail edges shall remain. Tree islands shall be incorporated in the field into trails where feasible and safe.
4. After clearing in areas of cut, topsoil shall be stripped and stockpiled for later respreading.
5. In fill areas, stumps shall remain in place to a 2' maximum height. In cut areas, stumps will be removed by backhoe or dozer. Stumps shall be flush cut in areas where no grading or fill will occur.
6. Any trees cut suitable for use as firewood will be cut into firewood length and transported to Deer Valley's day lodges. Stumps and slash shall be buried as deeply as possible in field-designated areas with 3' minimum cover over uppermost slash layer. Alternate 3' maximum slash layers with 3' soil layers, running over layers with heavy equipment as placement occurs. Maximum length of any one piece of slash shall be 10'. Slash and rock burial may be used to produce terrain features within ski trails.
7. Excavation, embankment and fill operations shall proceed in such a manner that finish grading and erosion control implementation will occur as soon as possible after disturbance.

00544835 Bk01276 Pg00547

8. Cut and fill slopes shall be 1.5 : 1 maximum unless rock is encountered. Cut slopes in rock may be oversteepened depending upon geotechnical considerations. The top of all cut slopes in soil shall be rounded for a horizontal distance of 3' beyond the catch point. Slope rounding shall occur as the slope is being brought down.

9. Lift towers shall be set by helicopter. No work roads shall be cut to lift tower locations except at the upper and lower terminals where access roads are depicted.

10. The finished surface of ski trails shall be graded with 3' maximum, well graded topsoil and native soils. The finished surface of ski trails, fills and cut slopes not in rock shall be tracked prior to reseeding, with cleat marks left perpendicular to the fall line of the slope.

11. Sediment shall be controlled for the duration of the project. Straw bales and sediment filter fencing shall be installed at the lower limits of graded areas so that sediment is not transported off the site or into drainages.

12. On ski trails, construct water bars at 300' intervals for slopes less than 25%, at 200' intervals for slopes between 25% and 50%, and at 100' intervals for slopes in excess of 50%. Water bar locations will be field determined. Water bars shall slope at 6% to 7% in the direction of existing vegetated areas. Water bars shall be constructed immediately after rough grading and shall be maintained for the duration of the project.

13. Snowmaking and utility trenches shall be backfilled to at least 85% of maximum density. Trenches shall be mounded with 6' of compacted soil to allow settlement.

14. Riprap for drainage channels and culvert inlets and outlets shall be angular and outlets shall be angular, hard, dense, durable rock. Riprap shall be spread to achieve an interlocking structure and minimize voids.

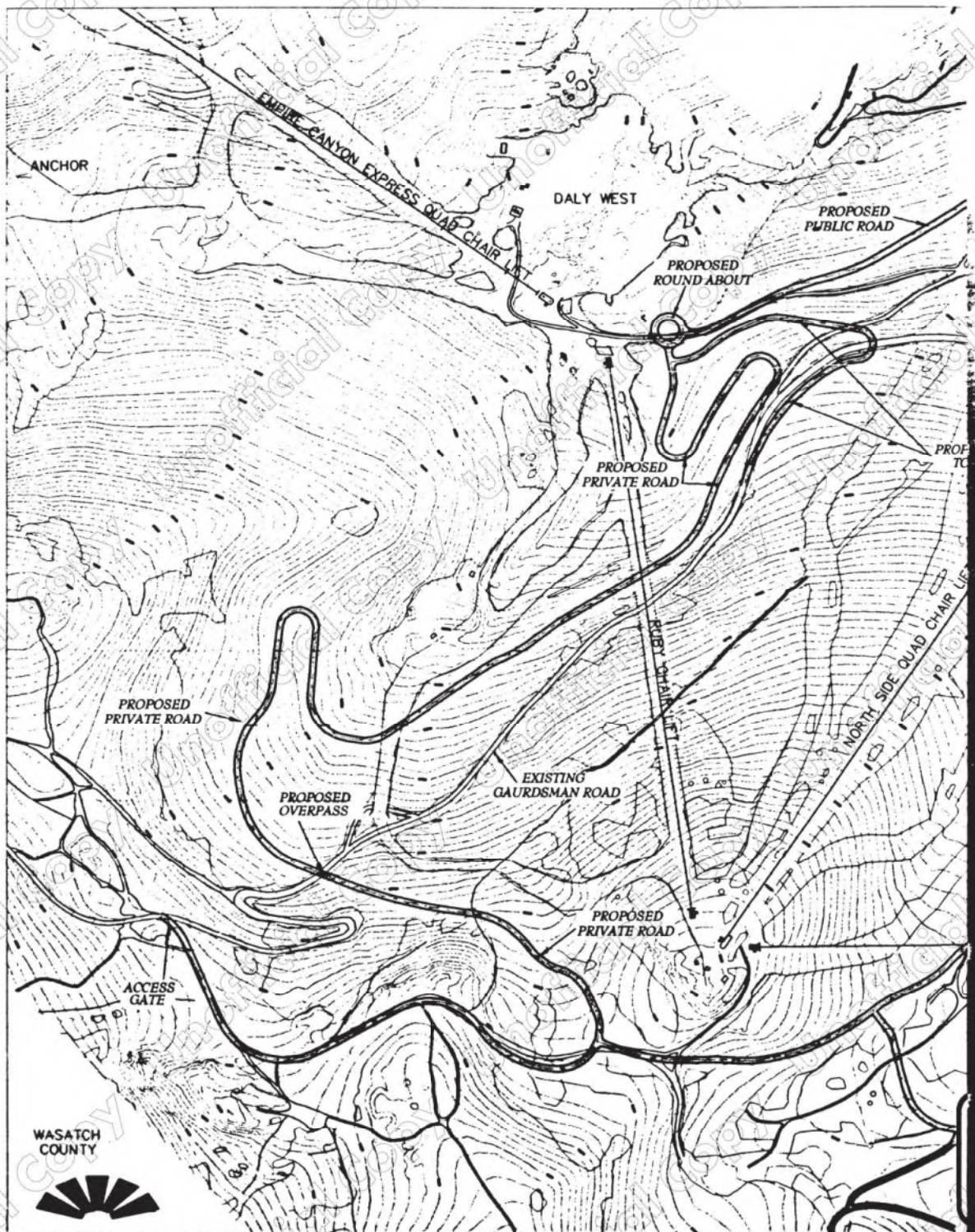
15. All areas with earth disturbance other than existing roads shall be revegetated. Seed mix shall be applied at a minimum rate of 26 lbs. per acre. Seed mix shall have the following proportions:

Durar Hard Fescue	30%
Manchar Bromegrass	30%
Orchardgrass	30%
Perennial Ryegrass	15%
Pubescent Wheatgrass	15%

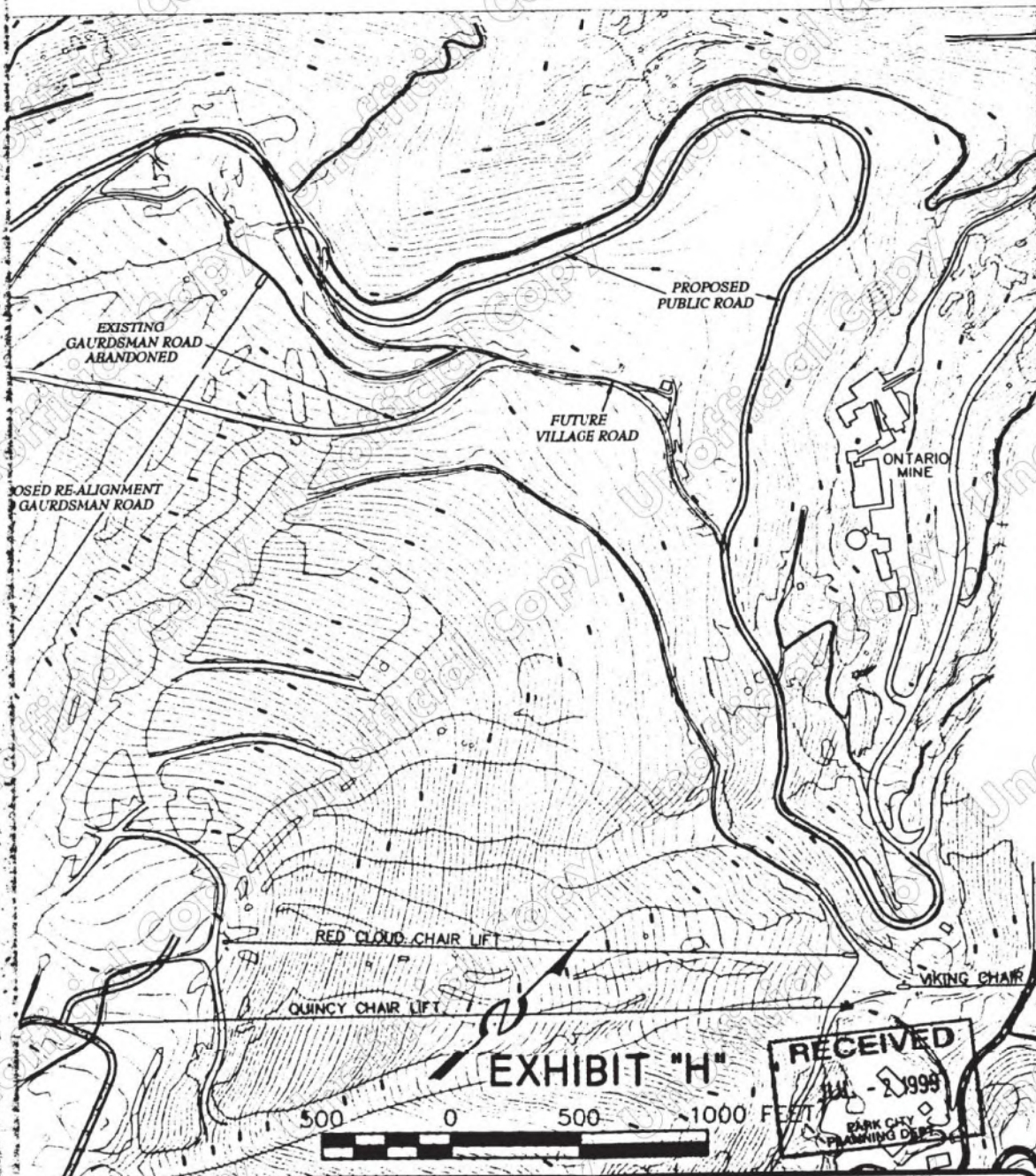
Seed shall be applied by broadcast methods. Fertilizer shall be applied at a minimum rate of 400 lbs. per acre. Areas not achieving germination and subsequent coverage of 80% shall be reseeded.

16. After seeding, ski trails shall be mulched with certified weed free straw mulch at a rate of approximately 2 tons per acre (2' to 3' in depth).

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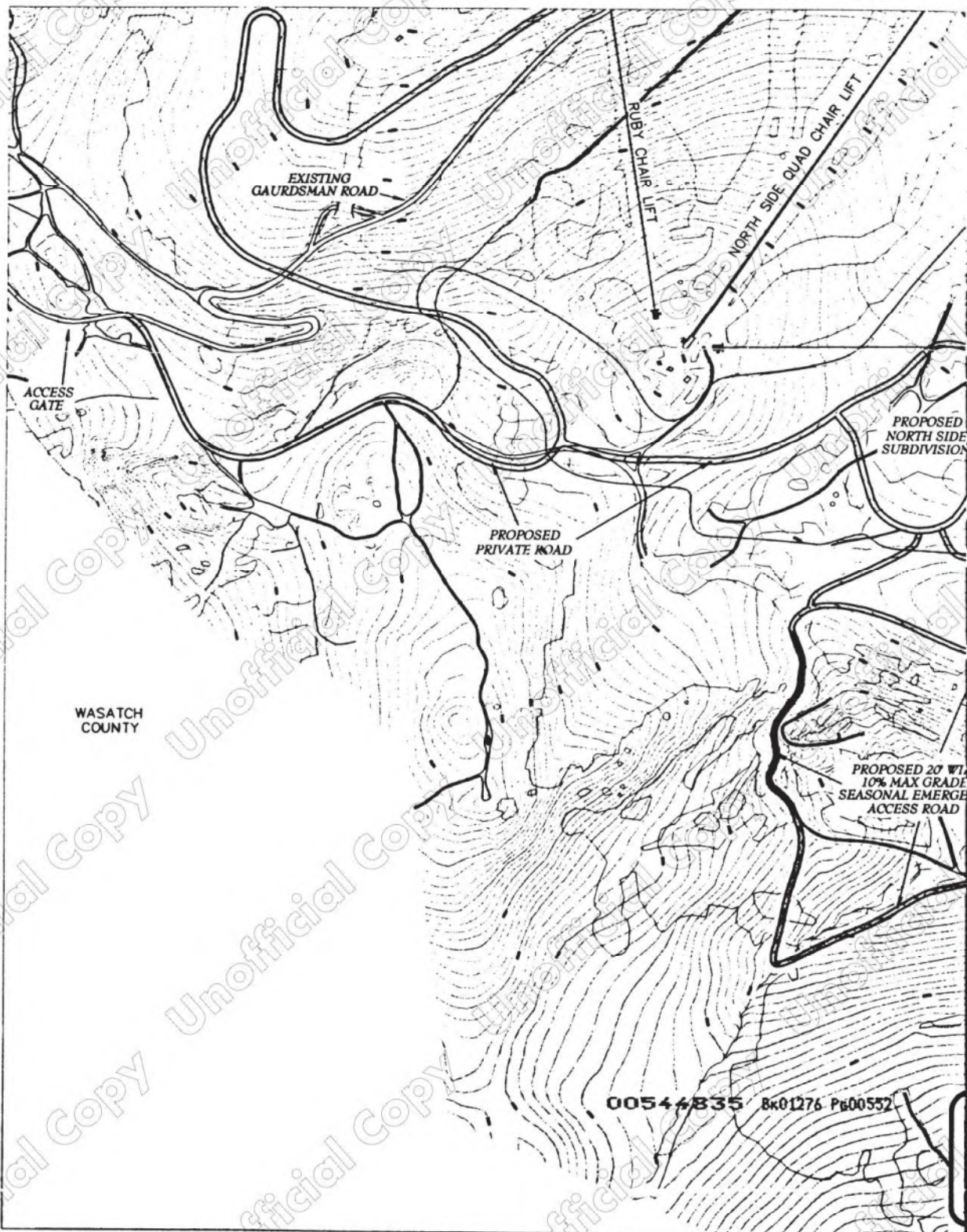


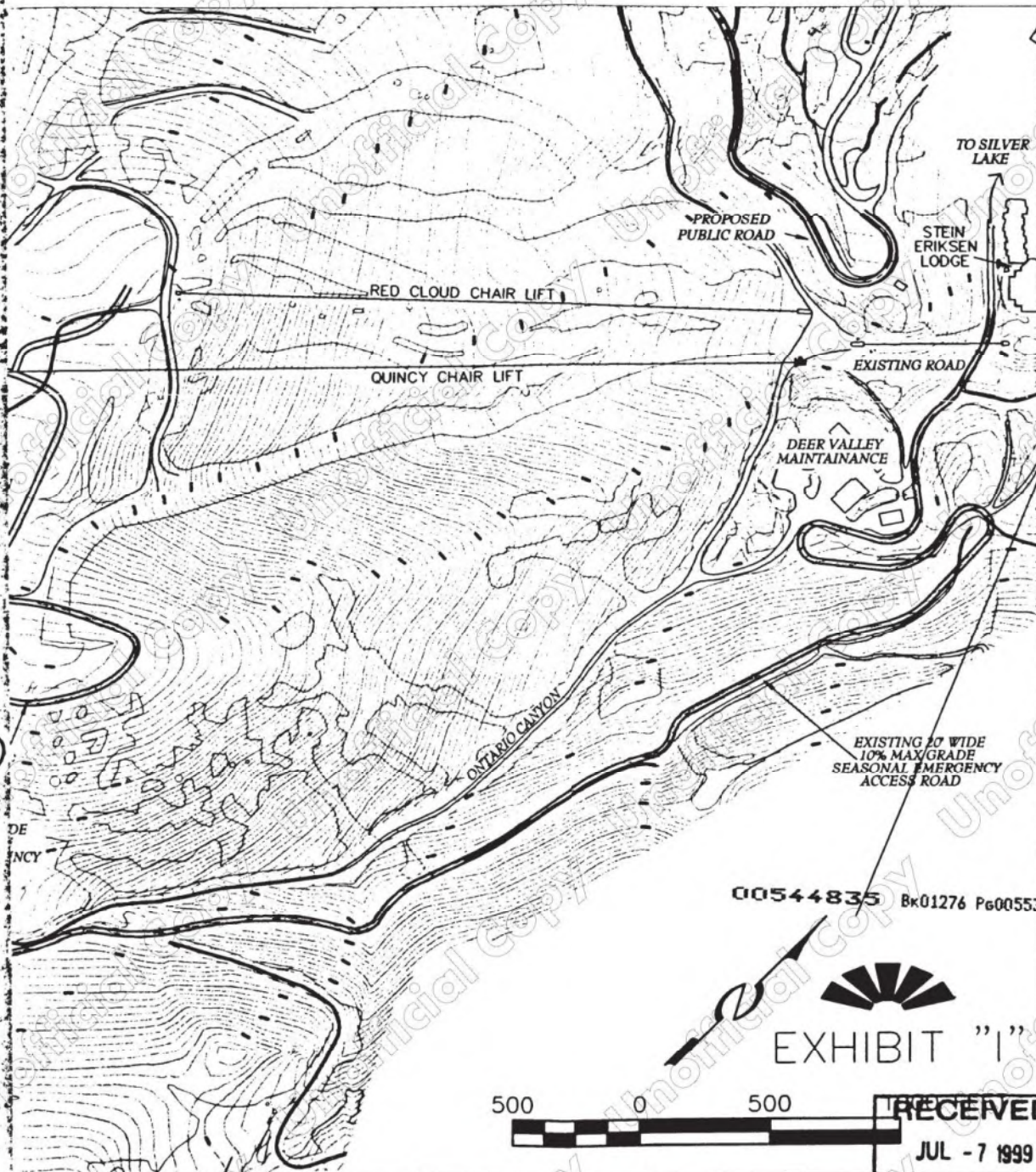
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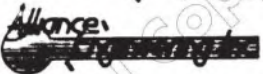


(435) 640-9467 Alliance CONSULTING ENGINEERS, LAND PLANNERS, SURVEYORS 302 Main Street P.O. Box 2004 Park City, Utah 84002	REVISED: 9-1-98 1-13-99 4-13-99 6-9-99	STAFF: S. DECKERT D. CARDWELL DATE: 6-22-98	PAGE 1 OF 1	FLAGSTAFF MOUNTAIN RESORT GAURDSMAN RE-ALIGNMENT PROPOSED PUBLIC/PRIVATE ROADS FOR: UPCMC JOB NO.: 5-2-94 FILE: \UPCMC\OVERALL\DA ROAD-EX
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00544835 Br01276 Pg00551





 (435) 849-9467 CONSULTING ENGINEERS LAND PLANNERS SURVEYORS 422 Main Street P.O. Box 2884 Park City, Utah 84098	REVISED: 9-1-98 4-13-99	STAFF: S. DECKERT D. CARDWELL	PAGE 1 OF 1	FLAGSTAFF MOUNTAIN PARK CITY BOCAHOMA DEPT. PROPOSED SEASONAL EMERGENCY ACCESS ROAD FOR: UPCMC JOB NO.: 5-2-94 FILE: \UPCMC\OVERALL\0\ROADS-EX2
	DATE: 6-22-98			

MOUNTAIN V

**LADY MORGAN OPEN
SPACE PROTECTION**

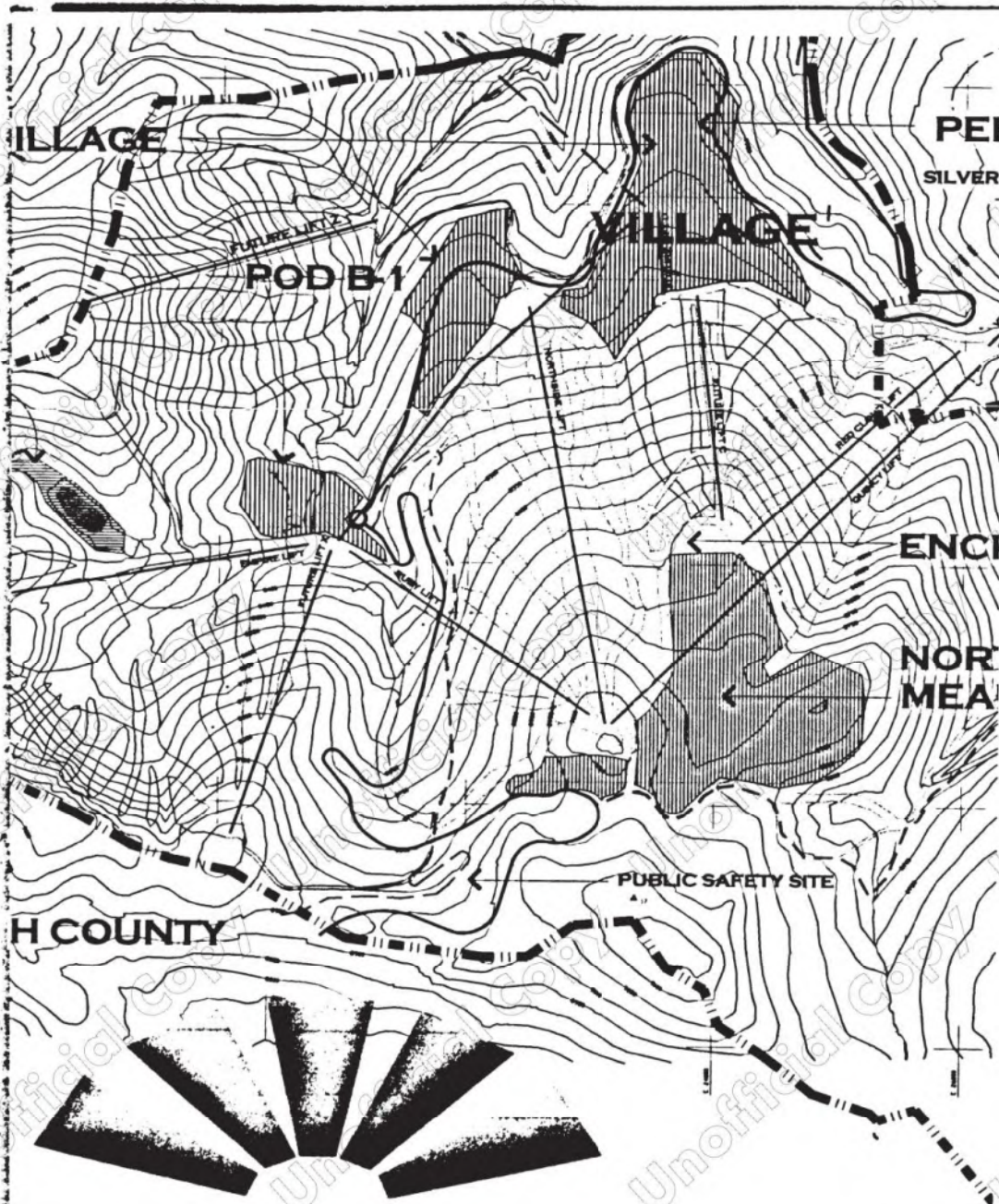
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JUNE 1999



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FLAGSTAFF MOUNTAIN RESORT

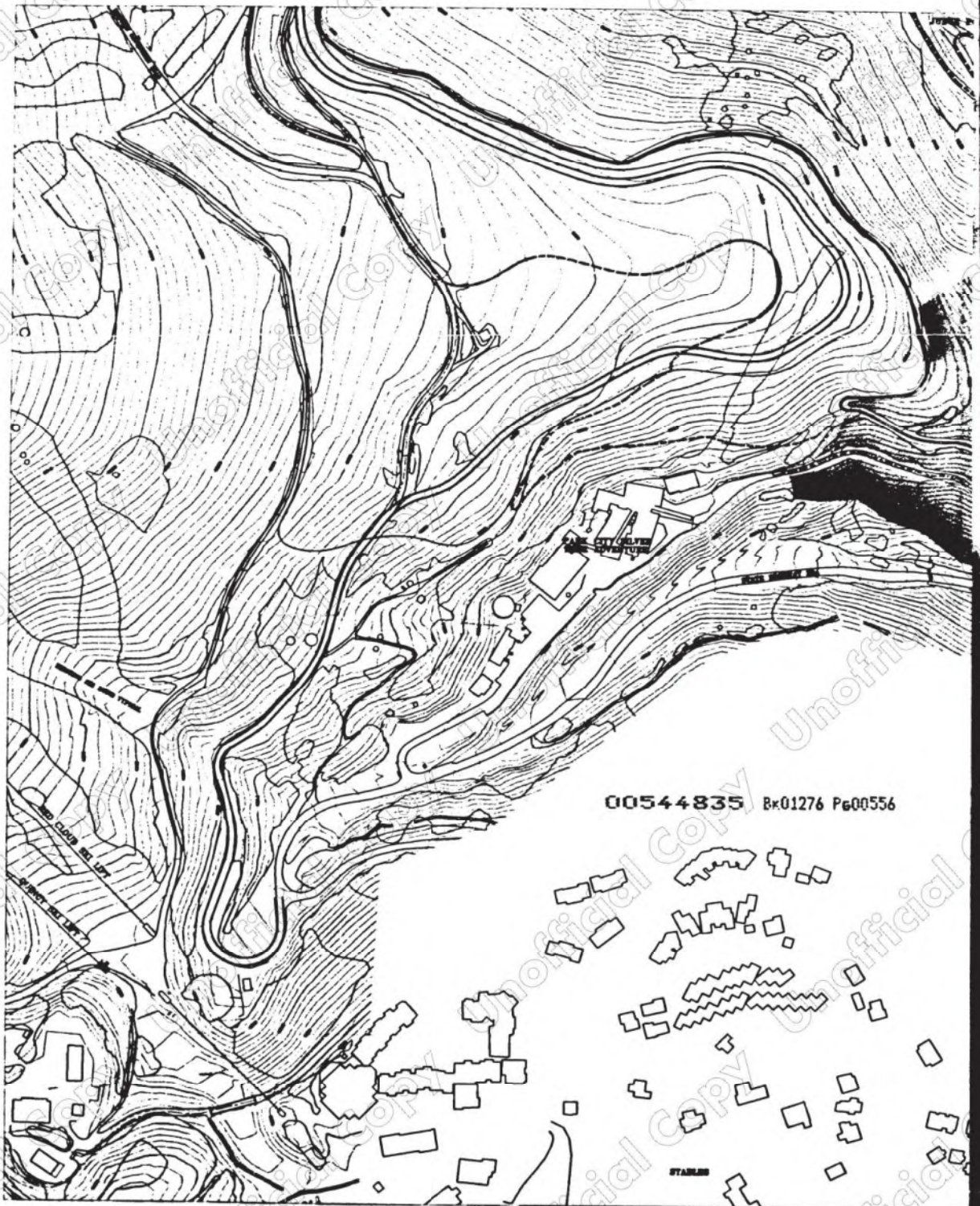
SUMMIT COUNTY, UTAH

PREPARED FOR:
UNITED PARK CITY MINES COMPANY
P. O. BOX 1480
PARK CITY, UTAH 84060
(801) 642-5511

LANDPLANNING:
JOSEPHSON DESIGN
P. O. BOX 1726
PARK CITY, UTAH 84060
(801) 642-7244

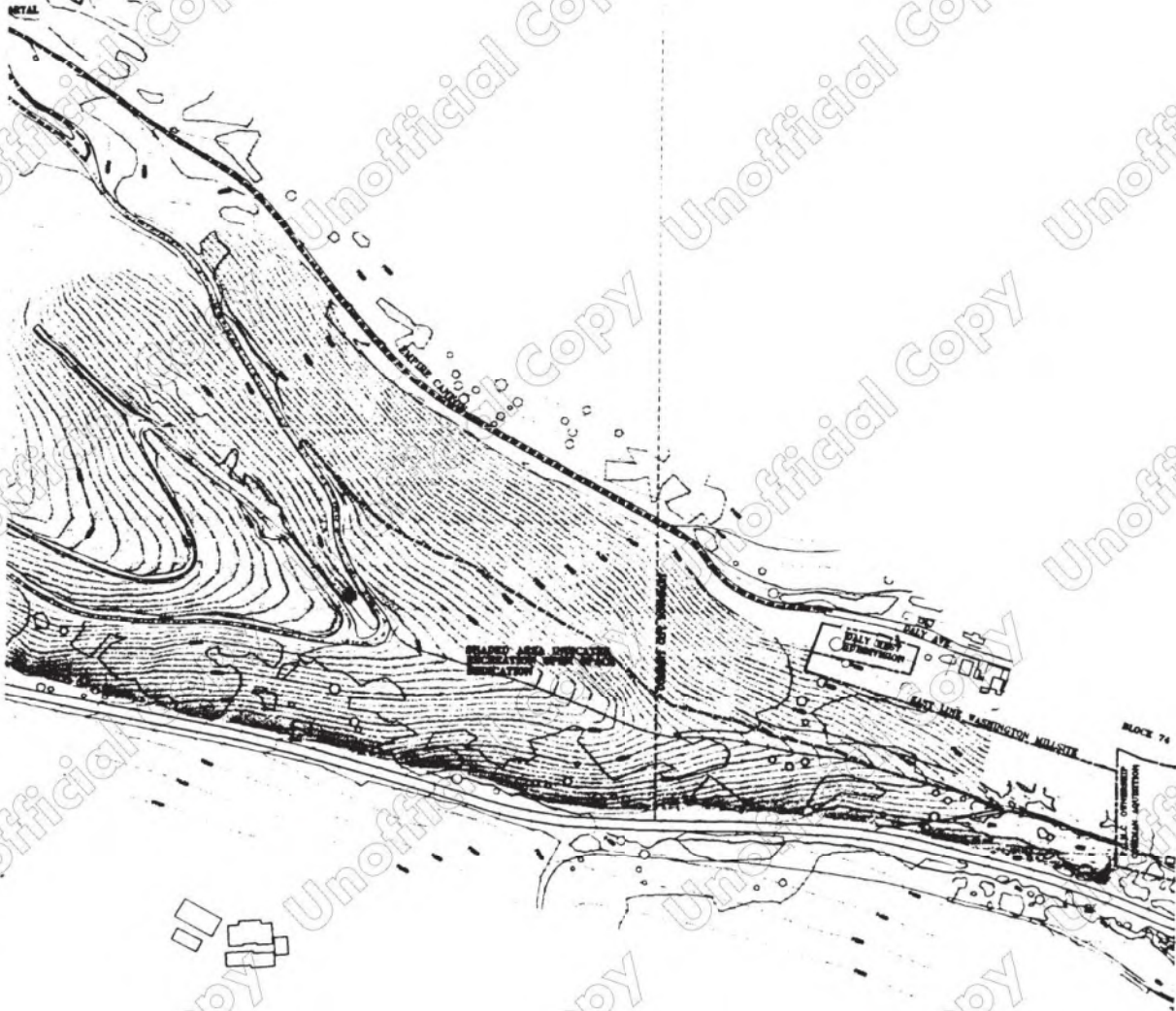
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EXHIBIT J



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STABLES



00544835 Bk01276 Pg00557

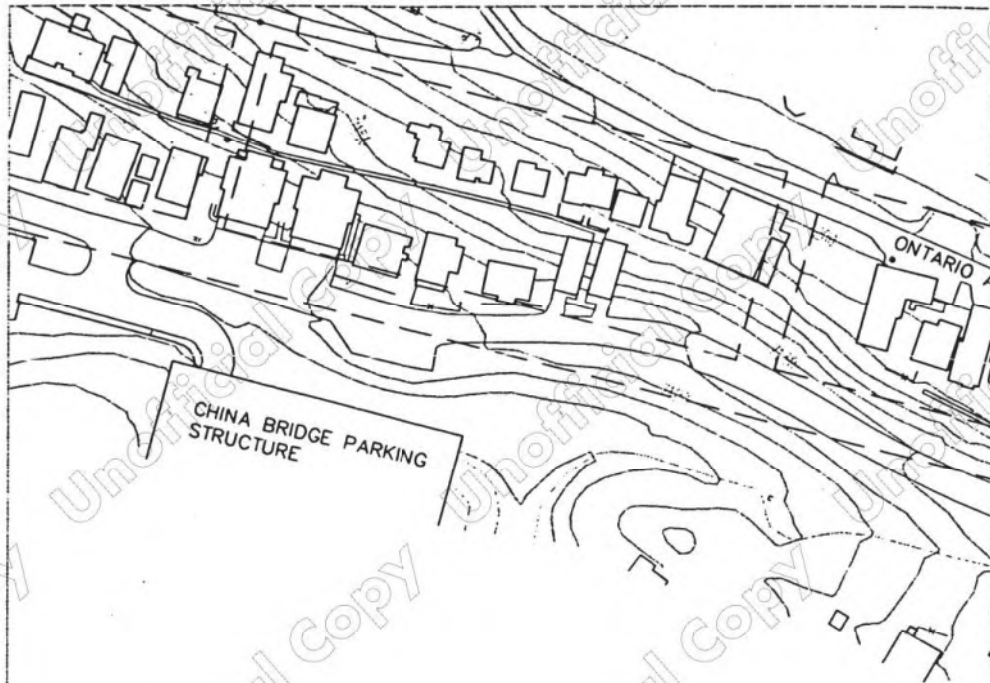
EXHIBIT "K"



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RECEIVED
JUL - 7 1999
800 FEET
PARK CITY
PLANNING DEPT.

 CONSULTING ENGINEERS LAND PLANNING SURVEYING 203 Main Street P.O. Box 2004 Park City Utah 84050	(435) 640-9407 REVISED: 8-7-98 9-1-98 4-13-99	STAFF: S. DECKERT D. CARDWELL	PAGE 1 OF 1	FLAGSTAFF MOUNTAIN RESORT PROSPECT RIDGE RDS DEDICATION FOR: UPMC JOB NO.: 17-4-98 FILE: UPMC/D/52-PRELM
	DATE: 6-30-98			



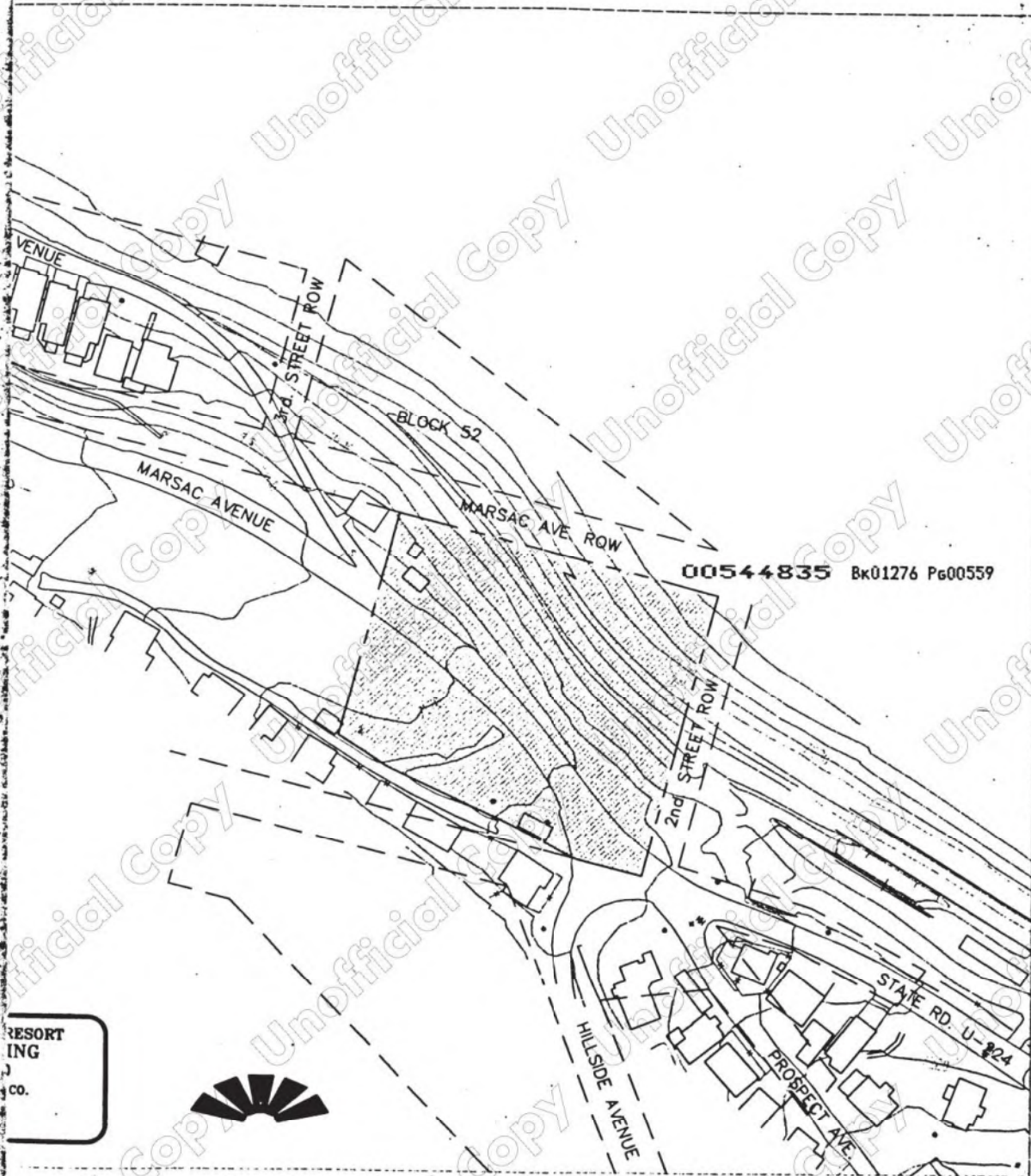
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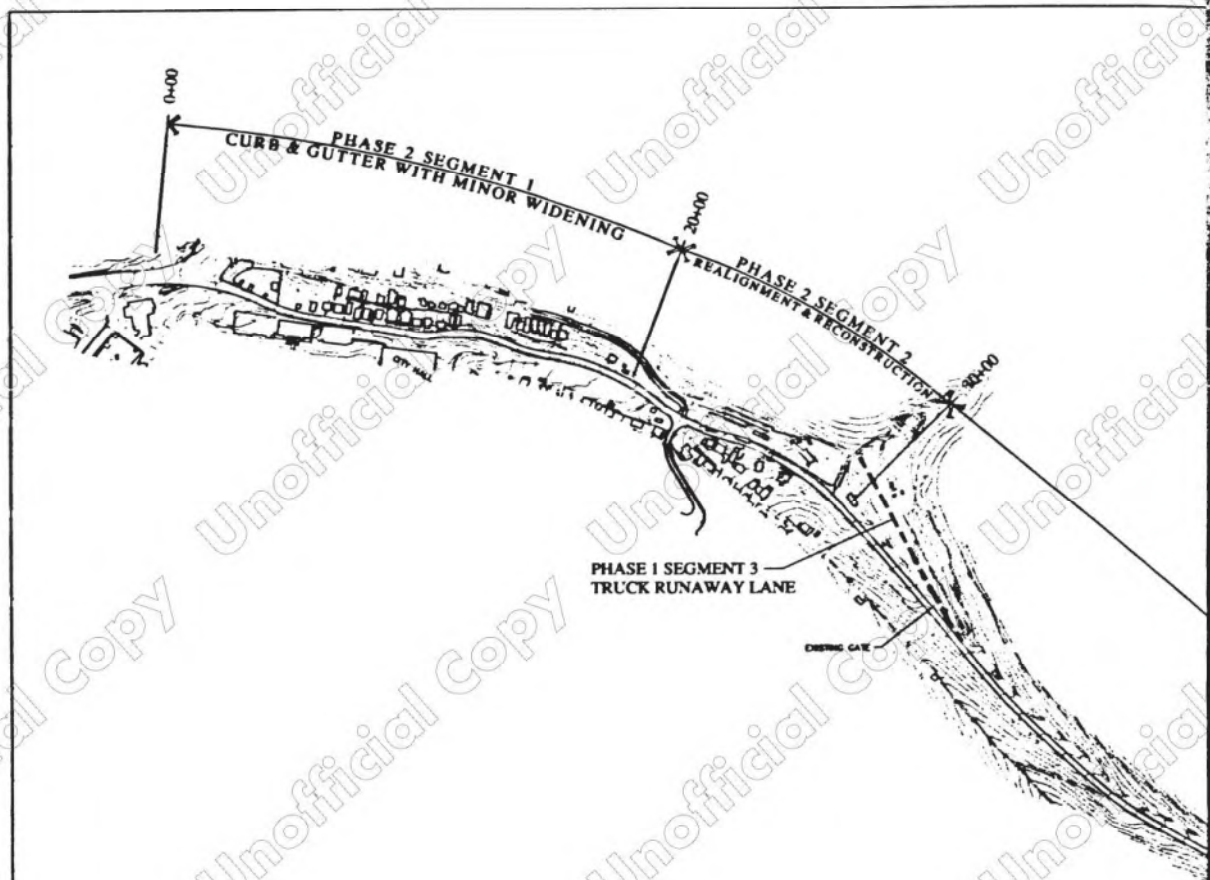


100 0 100 200 FEET

EXHIBIT "L"

(435) 640-9487 Alliance Engineering Inc. CONSULTING ENGINEERS LAND PLANNERS SURVEYORS 383 Main Street P.O. Box 2004 Park City, Utah 84060	REVISED:	STAFF: S. DECKERT DATE: 9-1-98	PAGE 1 OF 1	FLAGSTAFF MOUNTAIN SAND RIDGE PARK HILLSIDE LAND FOR: UNITED PARK CITY MINES JOB NO.: 5-2-84 FILE: UPMC/D/SANDLAND
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00544835 Bx01276 Ps00560

EXHIBIT "M"

600 0 600 1200 FEET

(408) 848-8487

REVISED:

STAFF:
J. DEMKOWICZ
L. UHLEY

PAGE
1
OF
1

FLAGSTAFF MOUNTAIN RESORT
STATE ROAD U-224
ROAD RECONSTRUCTION PLAN

FOR: UPCMC

JOB NO.: 28-B-91
FILE: UPCMC\OVERALL\04RD400

DATE: 1/20/99



CONSULTING ENGINEERS LAND PLANNERS SURVEYORS
300 Main Street P.O. Box 2004 Flagstaff, AZ 86001

PHASE I SEGMENT 1
MINOR WIDENING

00544835 Bk01276 Pg0056

* 70+00

PHASE I SEGMENT 2
RE-ALIGNMENT, PASSING LANE, GRADE REDUCTION

* 100+00

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Exhibit M

The Flagstaff Mountain Resort At Deer Valley

Road Construction Plan

**Off-site, Highway 224 Improvements
Lower Mine Road**

Summary of Current Conditions.

Upgrading and improving State Highway 224 has been identified as an important component related to the Flagstaff Mountain project. S.R. 224, or the Mine Road, as it is commonly referred to, will be the primary ingress and egress route from the Flagstaff Mountain Resort project. The developer has volunteered, at considerable expense, to upgrade and improve the Mine Road. This would not only benefit the Flagstaff Mountain Resort, but all users of the road. It should be noted that the developer volunteered to fund the cost of these considerations up-front and not as an extracted concession.

The route referred to as the Mine Road begins at the far northern end of Marsac Avenue, travels along the length of Marsac Avenue and through Ontario Canyon. The Road crosses the Summit/Wasatch County line, and continues west to Brighton or east to Midway. The Mine Road currently serves during the summer months as a business route to UPCMC, the Silver Mine Adventure, Deer Valley and the horse stables. It serves as a residential access route to Brighton Estates, upper Deer Valley and the Girl Scout facility. It also serves as a sight-seeing route for the Bonanza area. Beyond the Deer Valley turn-off, traffic is not heavy on the road during the summer months, totaling approximately 3-400 vehicles/day (source: MK Centennial Traffic Eng. Report: *Deer Valley Residential Expansion 9/93, rev. 12/93*).

During the winter months the Mine Road is closed by the Utah Department of Transportation just beyond the Deer Valley connector road. The lower road then serves as business access for UPCMC, the Silver Mine Adventure, Deer Valley and High Country Snowmobiles. The road also serves as residential access route for Deer Valley. There are also a small number of snowmobilers who use the road as a recreation access point, however this number continues to decrease as more and more land in the Bonanza Basin is closed to this type of activity.

This proposal covers that portion of the Mine Road which originates at the intersection of Marsac and Deer Valley Drive, and extends to the upper Deer Valley turn-off (Guardsmen Connection). The upper sections of the Mine Road will be addressed in other proposals.

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Construction traffic to upper Deer Valley is continuous throughout the year. Heavy trucks haul supplies up and excavated material down the road. In addition, delivery trucks access the aforementioned businesses throughout the year. An important consideration for public safety is a runaway truck lane. This is currently a problem on the mine road, and the voluntary concession of a runaway truck lane installed at the expense of the developer should greatly improve a problem which is presently of concern.

The present situation on the mine road will be improved with the development of the Flagstaff Mountain Resort project. Current areas of concern will be enhanced by planned improvements. The improvements to the mine road will create a situation whereby levels-of-service will be increased and the road will be made safer and more efficient.

* * *

00544835 Bx01276 Pg00563

Summary of Objectives

The off-site improvements to Highway 224 are considered to be an important component of the overall Flagstaff Mountain Resort Master Plan. The current parameters of the mine road will improve in both efficiency and safety. The following constitute the voluntary proposed changes to the mine road to develop a safe and adequate ingress/egress route to and from the Flagstaff Mountain Resort project.

- ⇒ Widen the road needs where necessary
- ⇒ Increase the overall level of service
- ⇒ Curb and gutter installed in residential areas
- ⇒ Install a runaway truck lane uphill from the residential area
- ⇒ Install hydrologic controls where necessary
- ⇒ Install a passing lane below the Ontario Mine
- ⇒ Improve the grade where practical

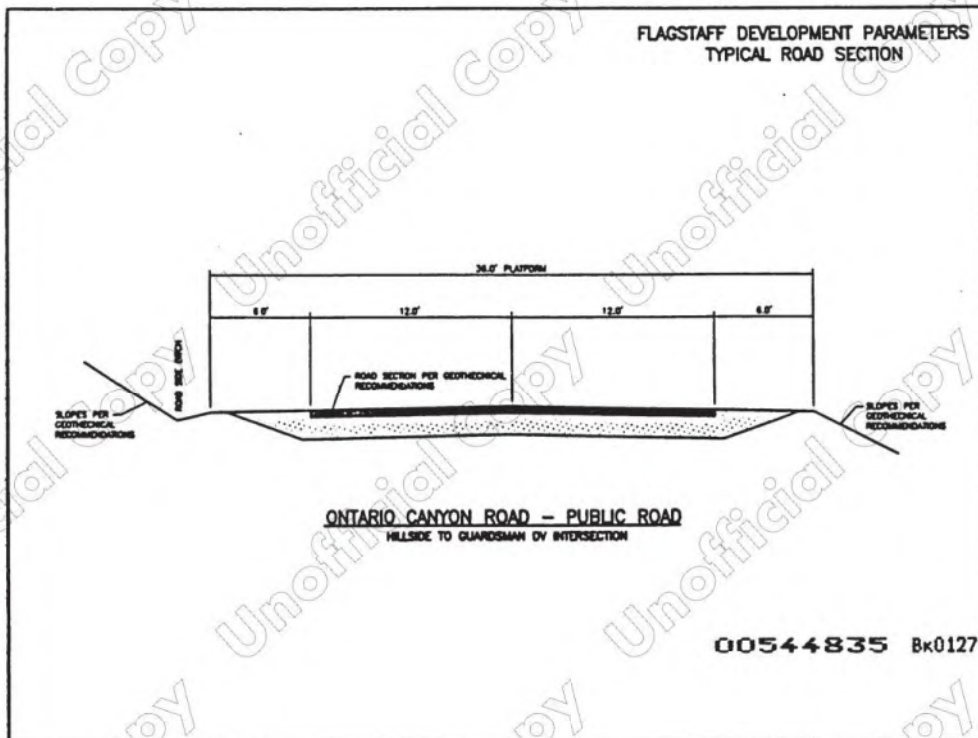
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Phase I

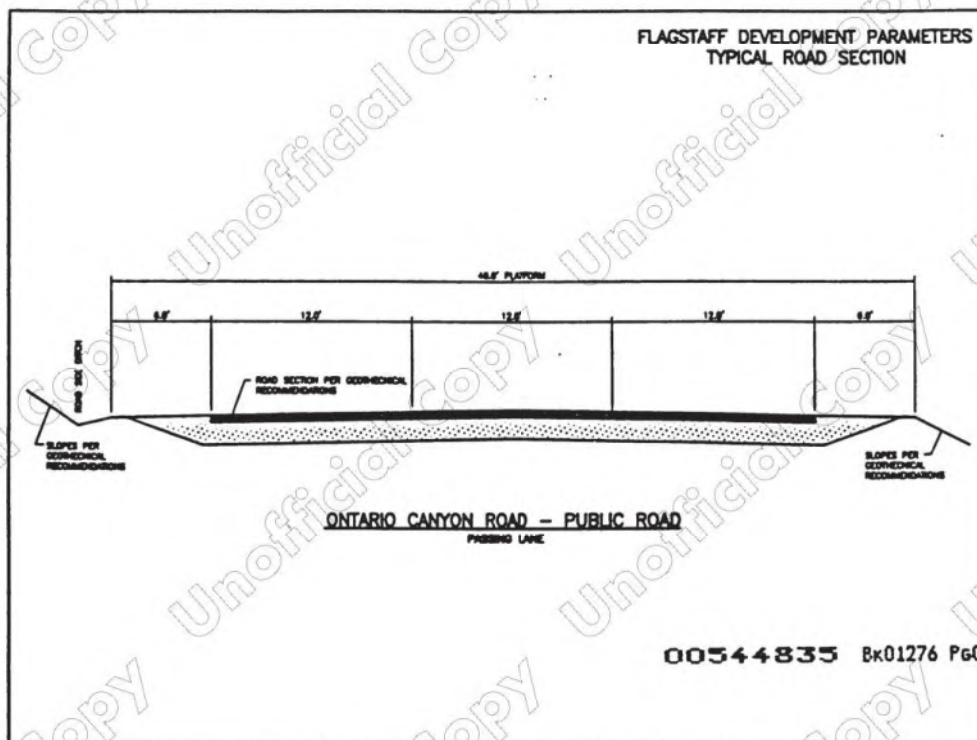
Segment 1- Station 30+00 to Station 70+00.

Segment 1 of Phase 1 extends from just below the sedimentation pond through to the beginning of the passing lane. The improvements to this section of road will generally follow the existing grading and alignment. The profile of the road is a 24' wide asphalt travel platform with six-foot shoulders on either side. The horizontal and vertical alignment will follow the existing road to minimize grading. It is possible that minor slope stabilization will be necessary on those slopes adjacent to the drain channel. A soils engineer will be overseeing the construction of the road and will make the determination in regards to the slope stability of the drain channel. Drainage improvements will consist of roadside ditching and culvert diversions to adjacent intermittent stream at appropriate spacing. Straw hay bales will be placed lengthwise at regular intervals to trap excess sediment.



Segment 2- Station 70+00 to Station 100+00

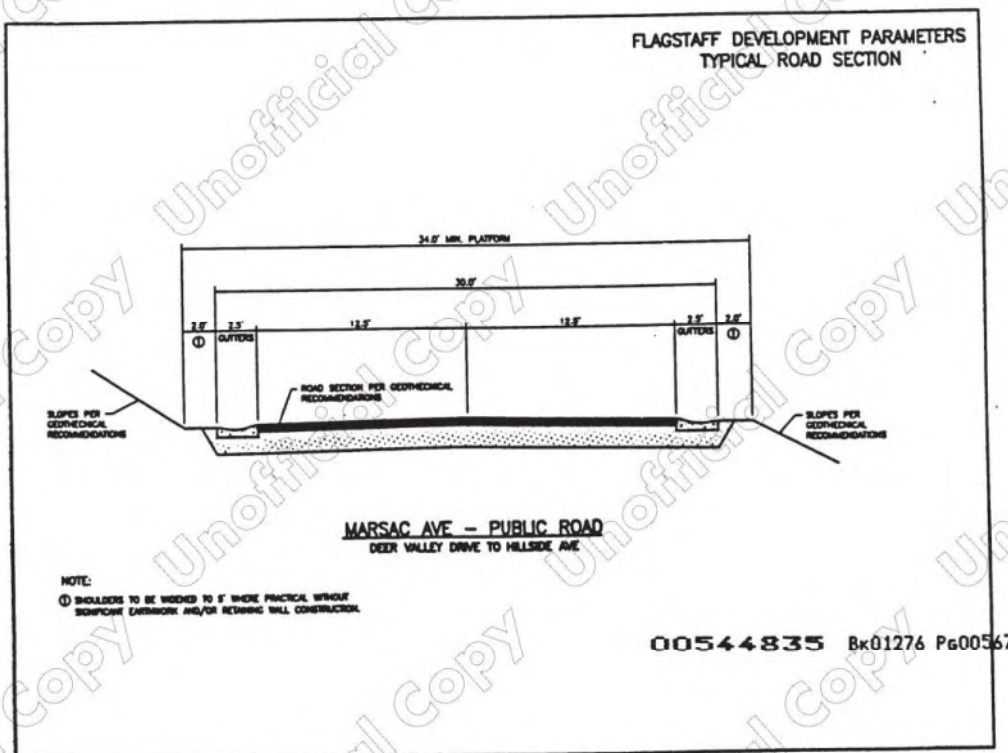
Segment 2 of Phase 1 consists of the route which begins at the passing lane and travels uphill to the Deer Valley connector road (Station 100+00). This segment is planned for extensive re-grading, widening and realignment. Due to the line-of-site situation which currently exists on the Mine Road, a passing lane is planned along the length of this segment. The general description is three 12' travel lanes (two uphill and one downhill) for a total of 36' of paved road width. The uphill truck passing lane should greatly increase the overall safety on the road. In addition, two six-foot shoulders are planned for construction on either side. The horizontal and vertical alignment will be reconfigured so that the maximum grade does not exceed 12%. This should also positively influence safety on the road. The drainage channel for this segment will be reconstructed adjacent to new alignment. The drainage channel will be a rip rap bed which consists of large rocks hand-placed in the channel. At regular intervals, straw hay bales will be placed lengthwise to trap sedimentation, which will develop from the construction of the road. Roadside drainage will have culvert diversions to the new channel at regular spacing.



Phase II

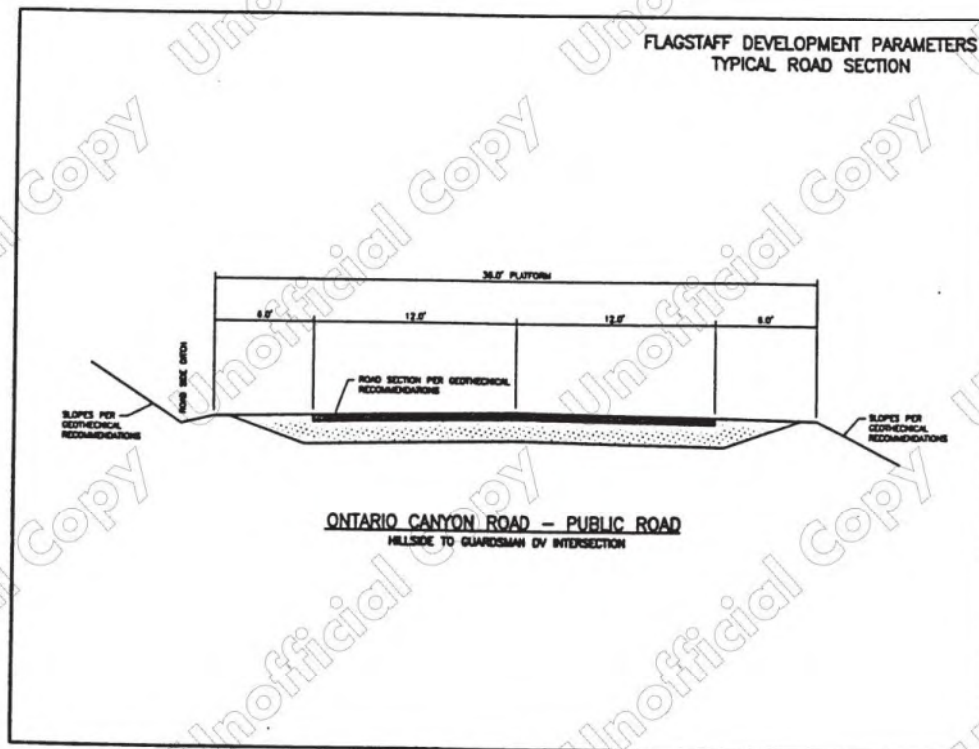
Segment 1. Station 0+00 to Station 20 +00

Segment 1 of Phase II extends from Deer Valley Drive and extends south to Hillside Avenue. General improvements to this section of road will be the installation of a 30' wide asphalt travel lane with 2' shoulders on either side. Curb and gutter will be installed along the entire length. General alignment will follow the current horizontal and vertical alignment to minimize grading and conflicts with existing driveways. Where practical, shoulder widths will be increased provided this does not involve extensive retaining wall work or regrading. Surface drainage will be channeled through inlets and drain lines where it will be connected to existing drainage facilities at the belt route intersection and above 4th Street parking structure. Electrical conduit and sanitary sewer will be placed along the length of this road and stubbed off. The future possibility exists to bury electrical lines in Old Town and the installation of conduit will circumvent the necessity of tearing up the road to do so.



Segment 2. Station 20+00 to Station 30+00

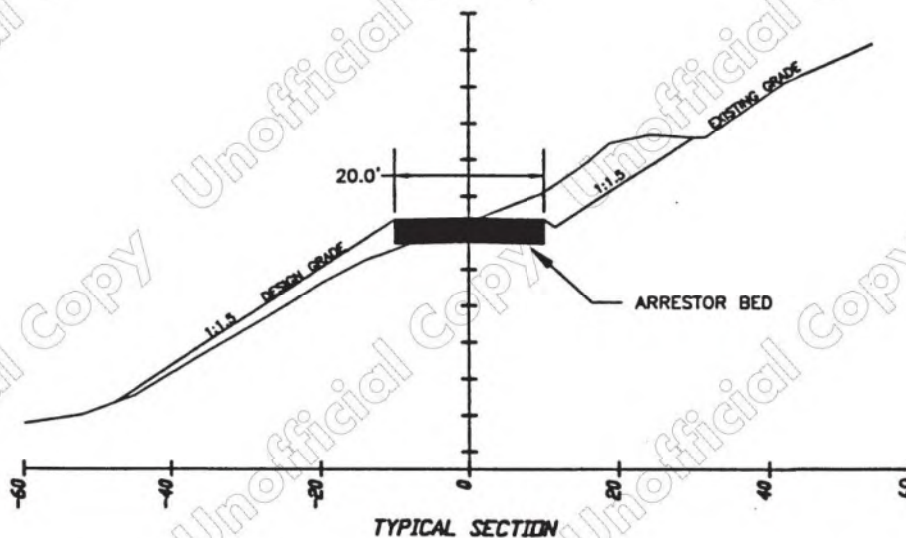
The road will have a 24' wide asphalt travel platform with 4' shoulders. Drainage will consist of inlets and drain lines which channel surface water to existing drainage facilities at the belt route intersection, above the 4th Street parking facility and above the Hillside intersection. Curb and gutter will be installed along the length of the improvements.



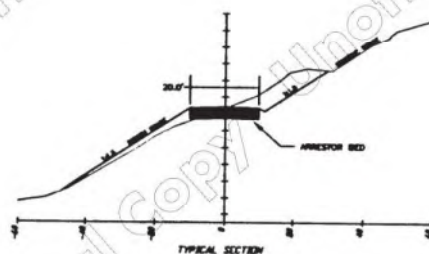
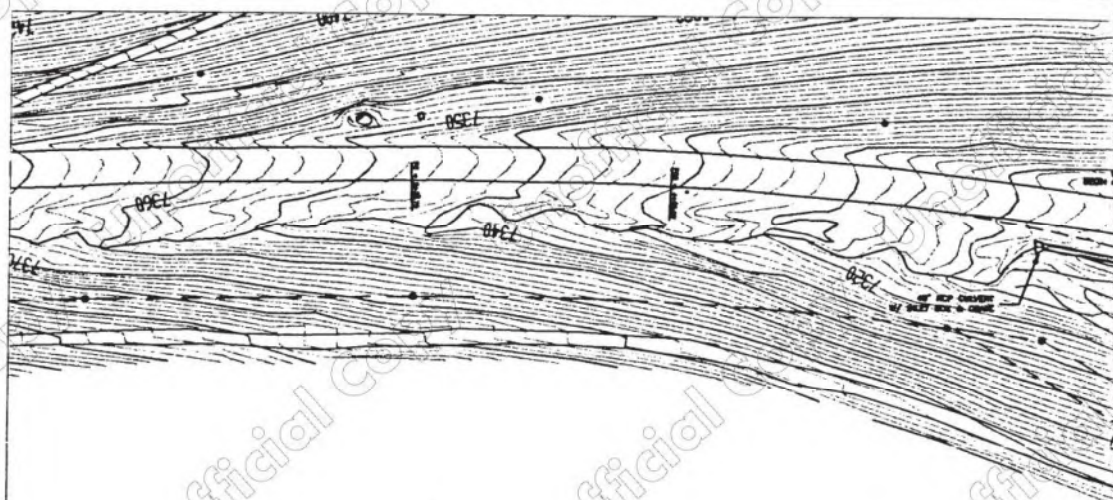
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Segment 3- Runaway Truck Lane at Station 30+00.

The construction of a runaway truck ramp is proposed as a safety consideration. This is a courtesy of the developer and should be recognized as such. There are no definitive design guidelines for runaway truck ramps from AASHTO (Fehr and Peers, 11/12/98, Scott Zeigler). Basic criteria emphasize that the offset degree of the ramp to the road should be as minimal as site constraints allow. 20 feet in width is recommended as an adequate width to handle most big trucks without requiring excessive handling by the driver. The AASHTO manual recognizes that runaway truck ramps, out of necessity, need to take into account the nature of the site and design a best fit for that particular piece of property. Options for increasing the efficiency of the ramp include increasing the upward slope and installing sand piles at regular spaced intervals to slow the progress of the vehicle. At present, the Project Engineer (John Demkowicz, Alliance Engineering) is conferring with City's Engineer to determine the best layout and course for the runaway truck ramp.

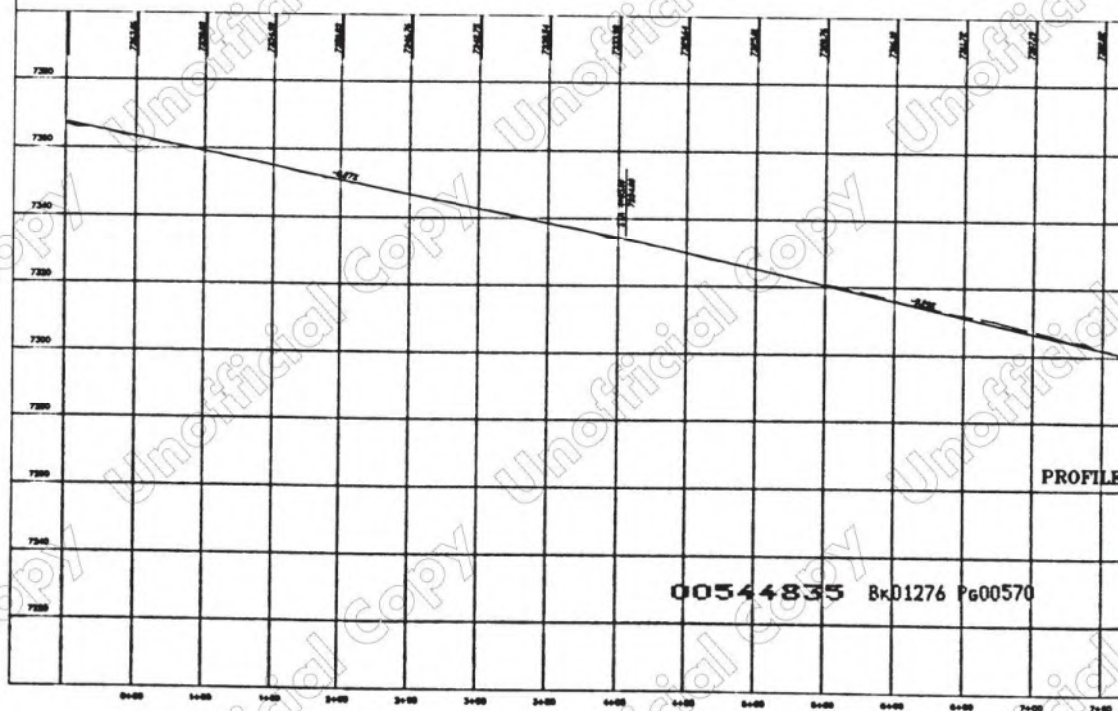


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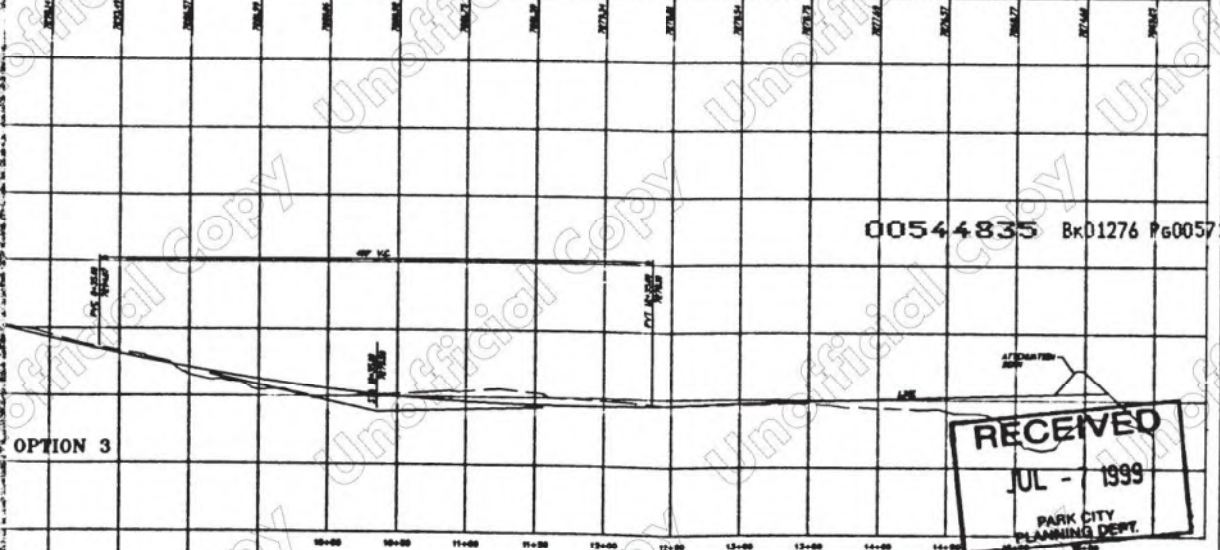
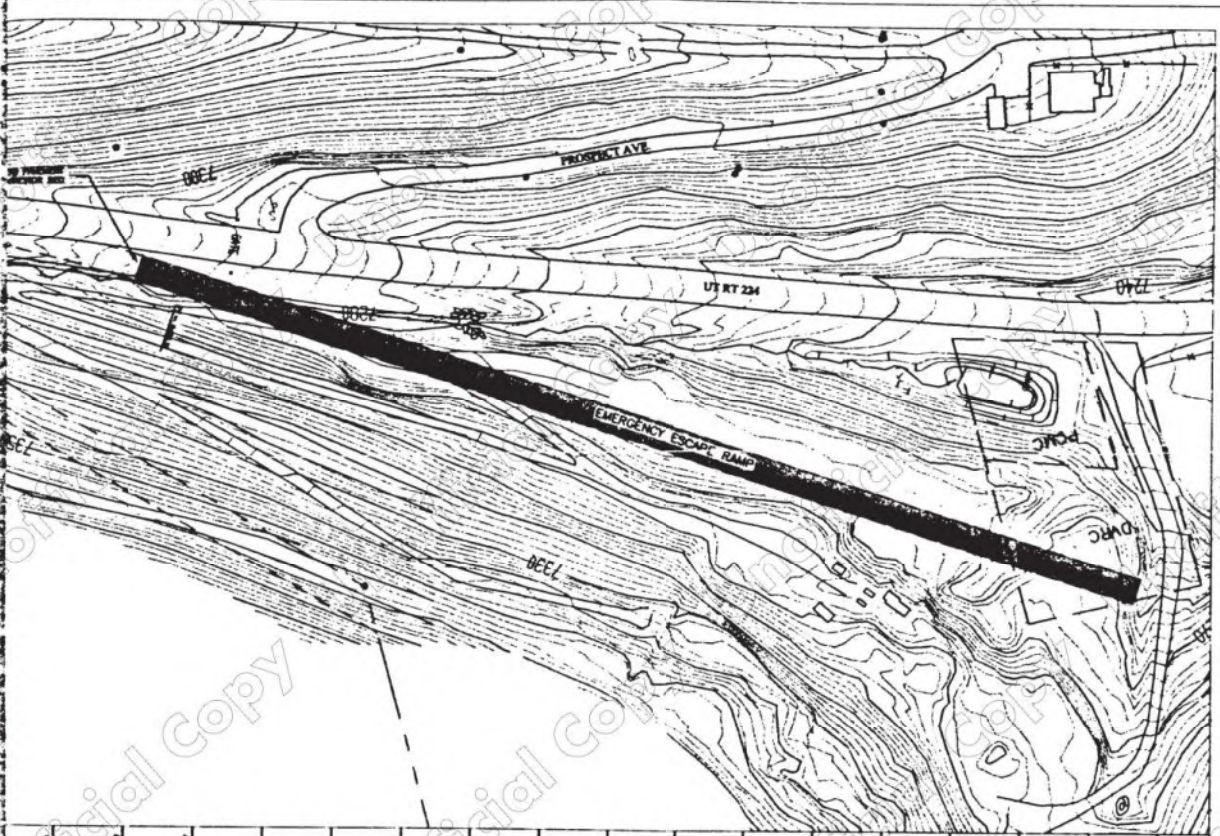


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EXHIBIT "N"



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OPTION 3

CONSULTING ENGINEER, LAND PLANNING, ARCHITECTURE 200 WEST STREET, P.O. BOX 2001, PARK CITY, UTAH 84302	(435) 640-0457	REVISED:	STAFF: R. McMANON	PAGE 1	EMERGENCY ESCAPE RAMP PLAN & PROFILE FOR: U.P.C.M.C. JOB NO.: 28-S-91 FILE: \UPCME\1-001
	DATE: 4/30/99	OF 1			

TRI-COUNTY PEAK
To BRIGHTON
PUBLIC PARKING - 15 CARS
SALT LAKE COUNTY

10,420'

BLOOD LAKE

GIRL SCOUT CAMP

BIRCHHALL LAKE / I

SILVER LAKE I

SILVER LAKE II

LAKE LACMAWASH

CLAYTON PEAK



JUNE 1999



0 400 800 2000

BONANZA MOUNTAIN

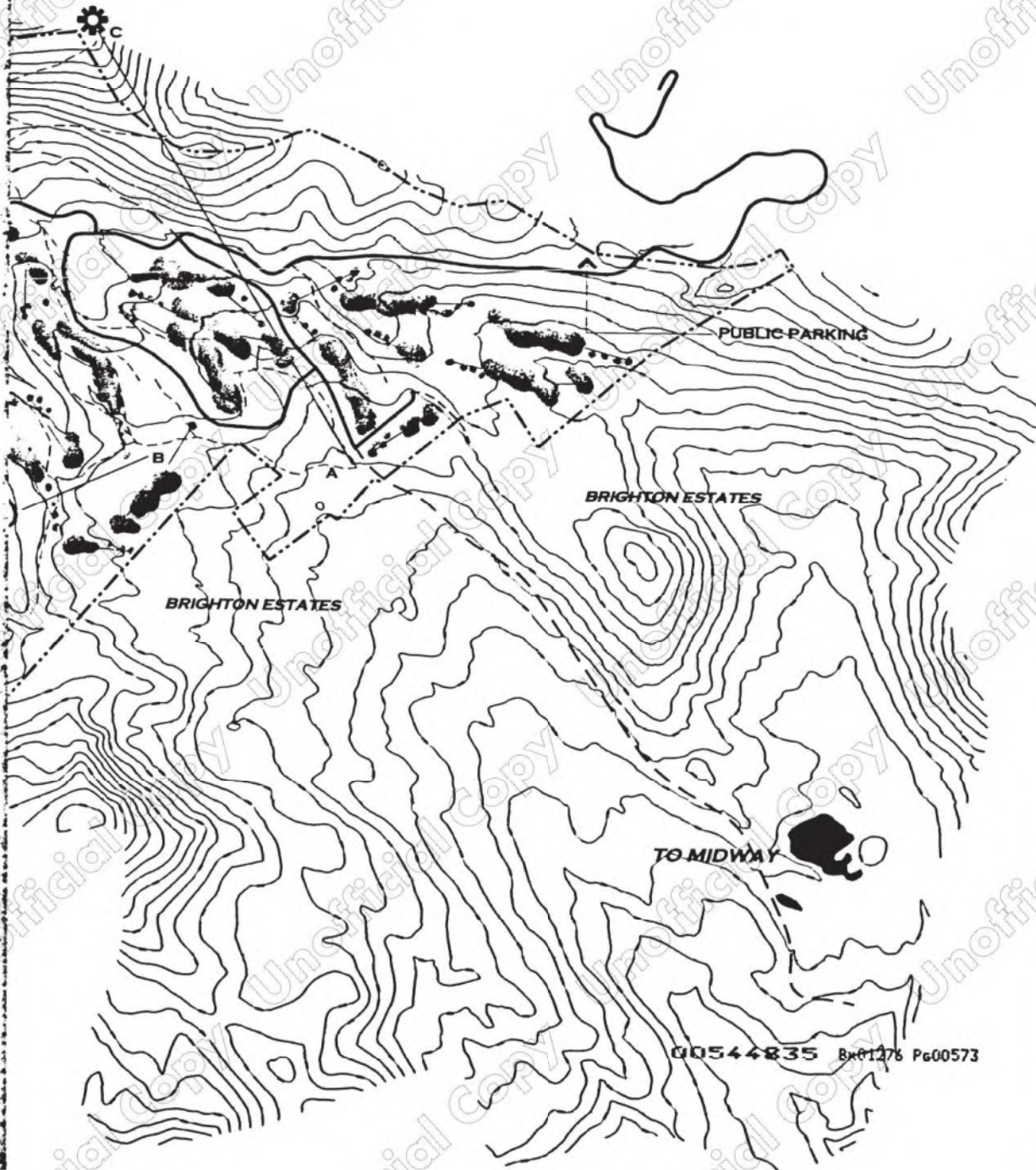
WASATCH COUNTY, UTAH

00544835 Bk01276 Pg00572

FORWARDED FROM
UNITED PARK CITY MINES COMPANY
P.O. BOX 1000
PARK CITY, UTAH 84302
(801) 797-1700

LAND PLANNING
JOSEPHSON DESIGN
P.O. BOX 1100
PARK CITY, UTAH 84302
(801) 797-1700

EXHIBIT O





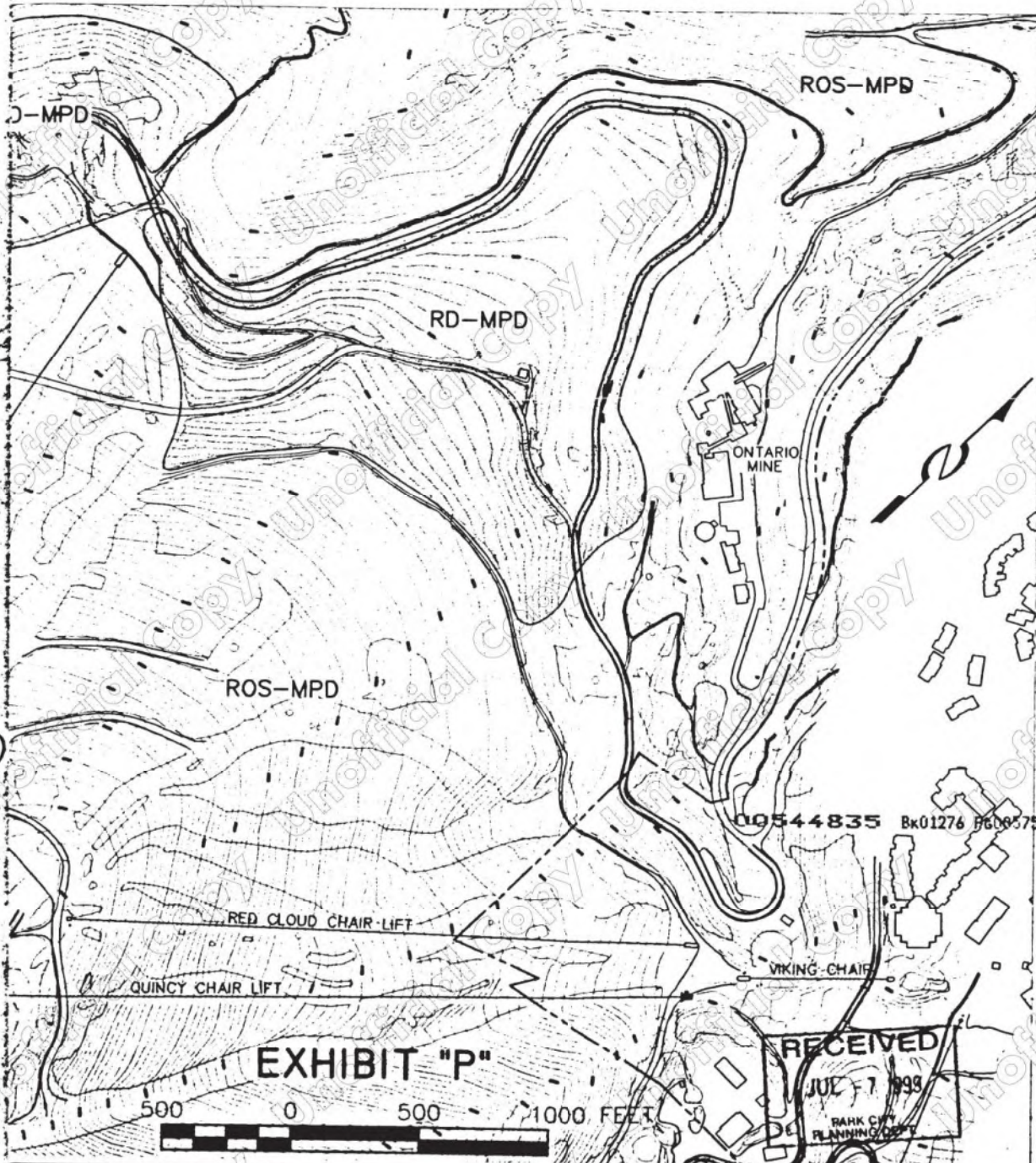


EXHIBIT "P"

alliance
CONSULTING ENGINEERS LAND PLANNERS SURVEYORS
132 Main Street P.O. Box 2884 Park City, Utah 84060
(435) 846-8487

REVISED:

STAFF:
S. DECKERT
D. CARDWELL

DATE: 6-9-99

PAGE
1
OF
1

FLAGSTAFF MOUNTAIN RESORT
DEVELOPMENT PODS
"ZONING MAP"

FOR: UPCM
JOB NO.: 5-2-94
FILE: \UPCM\OVERALL\ZONING

June 3, 2002

RESOLUTION NO. 2002-18

**RESOLUTION ADOPTING AN INTERLOCAL COOPERATION AGREEMENT
BETWEEN SUMMIT COUNTY AND PARK CITY MUNICIPAL CORPORATION
FOR A JOINT PLANNING PROCESS OF THE QUINN'S JUNCTION AREA**

WHEREAS, Summit County and Park City Municipal Corporation (PCMC) have interests in managing urban development in the Quinn's Junction area as illustrated on Exhibit A; and

WHEREAS, both parties recognize that the Quinn's Junction area is experiencing urban development pressure including increases in applications for development approvals, and that both entities have valid concerns with the nature, phasing and timing of future development and the manner in which services are provided; and

WHEREAS, both parties recognize that development approvals may have impacts on both Summit County and PCMC; and both parties also agree that it is in the best interests of a master planning process that no new development proposals in the study area identified by Exhibit A be processed until the study is complete. Also that existing proposals in the study area receive no additional approvals until such time that criteria for reviewing and evaluating these requests are developed with opportunity for input from property owners, residents and the Planning Commissions and Staffs for both PCMC and Summit County; and

WHEREAS, both parties also recognize that future development in the Quinn's Junction area may impact the ability of Summit County and PCMC to provide infrastructure and services; and

WHEREAS, Summit County and PCMC recognize their common interests and desires are to protect the environmental and aesthetic attributes of the Quinn's Junction entry corridor; and

WHEREAS, development occurring in the Quinn's Junction vicinity should occur in a manner that respects and recognizes the natural amenities, infrastructure capabilities, and unique qualities of the area; and

WHEREAS, it is in the best interests of both Summit County and PCMC that development occurs in the Quinn's Junction area which results in the efficient delivery of governmental services and infrastructure by either or both entities; and

WHEREAS, Summit County and PCMC recognize the importance of maintaining a balance between potential new sources of economic development and the conditions necessary to preserve the existing resort and agricultural elements of the economy; and

WHEREAS, it is the intent of Summit County and PCMC that development occurring adjacent to PCMC's municipal boundary be consistent, where practicable, with the development objectives of both jurisdictions; and

WHEREAS, both Summit County and PCMC have developed and adopted general plans, including the Snyderville Basin General Plan and the Park City General Plan, identifying the public goals and policies for their respective jurisdictions;

NOW, THEREFORE, BE IT RESOLVED that Summit County and PCMC enter into this Agreement under the provisions of the Utah Interlocal Cooperation Act, Utah Code Ann. §11-13-1 to -37, to foster the legitimate interest of Summit County and PCMC actively working together to manage growth and development in the Quinn's Junction area. The parties therefore agree as follows:

1. **PURPOSE OF THE INTERLOCAL COOPERATION AGREEMENT - SUMMIT COUNTY AND PCMC - RECOMMENDATIONS AND ACTIONS.** It is the purpose of this Interlocal Cooperation Agreement to secure for the citizens of Summit County and PCMC, coordinated and cost effective management of growth and development, especially as it relates but is not limited to, the provision of necessary services, roads, storm drainage, flood control works, parks and recreation facilities, water quantity and availability, water quality and water storage, pedestrian paths, open space and trail networks, police and sheriff services, fire protection and other infrastructure, services and amenities and the equitable levying of growth induced costs upon new development in the Quinn's Junction Area.

The need for joint planning and the preparation of a land use study of the Quinn's Junction area is based upon the following factors, among others:

- (a) The likelihood that development, the provision or extension of capital improvements, or land use regulations will have significant impacts across jurisdictional boundaries.
- (b) The determination of which public facilities and services should be provided by which jurisdiction(s); and
- (c) The joint familiarity of the County and PCMC with development proposals and the establishment of compatible development standards and patterns for future growth to follow further increases in the well-being, health and safety of County and PCMC residents.

2. **LAND USE PLANNING RESPONSIBILITY.** The land use planning authority for lands outside the PCMC corporate boundary, as shown on Exhibit A, is the responsibility of

Summit County. Within the corporate boundaries of PCMC, as shown on Exhibit A, the land use planning authority is the responsibility of PCMC.

3. **ORGANIZATION.** The Quinn's Junction study shall be coordinated jointly by the Summit County Community Development Director and the Park City Community Development Director, or their designees. An advisory subcommittee consisting of three (3) members each, of the Snyderville Basin Planning Commission and the Park City Planning Commission shall be appointed by each Planning Commission to provide assistance to the planning staff with the preparation of the scope of work for the Study. The joint subcommittee of the Snyderville Basin Planning Commission and the Park City Planning Commission, therefore, will meet as the need determines, to prepare parameters for a study of the Quinn's Junction area which will evaluate existing and potential future land use, infrastructure, governmental services, the timing, location and extent of future development, and other planning issues related to development proposals, applications, general plan amendments, or other issues concerning the future development of the Quinn's Junction area. The subcommittee shall also assist in the review and evaluation of the technical reports produced during the Study, and may be called upon to attend public meetings with property owners, and area residents. It is anticipated that a request for qualifications (RFQ) and/or a request for proposals (RFP) will be issued in order to contract a qualified consultant to assist with administering the process, compiling the information requested, and drafting a set of recommended guidelines derived from the parameters established by the advisory subcommittee and planning staffs. A final choice of consultants will be made jointly by the directors after a recommendation from the advisory subcommittee. All conclusions and recommendations of the Study shall be forwarded to the Snyderville Basin Planning Commission and the Park City Planning Commission for final review and recommendation to the governing bodies of Summit County and PCMC.

4. **QUINN'S JUNCTION JOINT PLANNING AREA.** The area affected by this Agreement consists of the incorporated area of PCMC, and the unincorporated area of the Snyderville Basin in Summit County as shown on Exhibit A.

5. **REVISIONS AND MODIFICATIONS.** Modifications to this Agreement may be made from time to time in writing, with the approving resolutions/ordinances of the governing bodies of the County and PCMC. This Agreement may be terminated by either of the parties by written notice.

6. **FINANCING.** Summit County and PCMC are operating independently from each other, with the understanding that eligible costs to conduct the study of the Quinn's Junction area will be equally shared by each jurisdiction with costs not to exceed fifty thousand dollars by either jurisdiction unless agreed to in writing. Additionally, before a contract for work is awarded, a performance based contract based on the needs identified by the advisory subcommittee will be prepared for approval by the Development Directors or their designees.

7. **SEPARABILITY.** If any portion of this Agreement or its application to specific

circumstances is held invalid by a court of competent jurisdiction, the remainder of the Agreement and its application to other circumstances shall be unaffected.

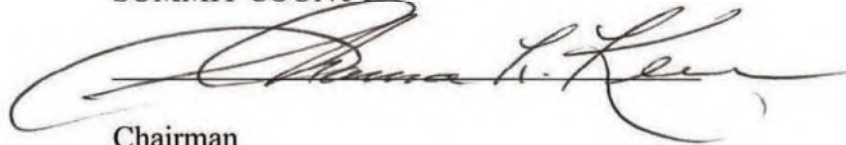
8. **NO SEPARATE ENTITY.** This Agreement does not create a separate legal or administrative entity and no third party rights are created by the enactment of this Agreement. Both parties are cooperating jointly together to exercise their individual powers and privileges.

9. **TERM OF AGREEMENT.** This Agreement shall have an initial term of one (1) year, and may be renewed by resolutions of the governing bodies of the County and PCMC. The roles and responsibilities of both parties shall be as set forth herein and this Agreement is limited in its scope and effect as identified.

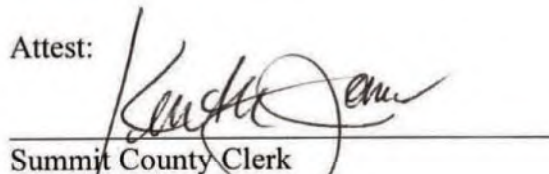
10. **DEVELOPMENT APPROVALS.** The parties hereby agree and covenant that during the term of this agreement, no development approvals and/or applications shall be considered on property within the study area (Exhibit A). The parties further agree that no *ex-parte* communication between a single party and developer or property owner will occur without the prior consent of the other party to this agreement.

PASSED AND ADOPTED this 18 day of July, 2002.

SUMMIT COUNTY

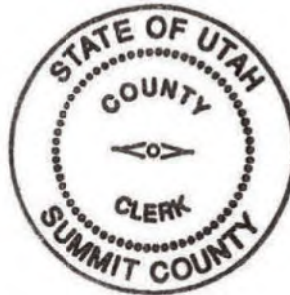

Chairman

Attest:


Summit County Clerk

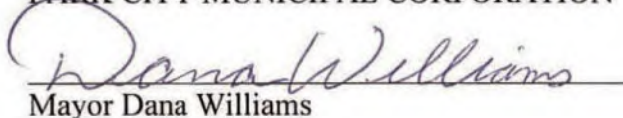
Approved as to form:


Attorney for Summit County



PASSED AND ADOPTED this 1 day of AUGUST, 2002.

PARK CITY MUNICIPAL CORPORATION


Mayor Dana Williams

Attest:

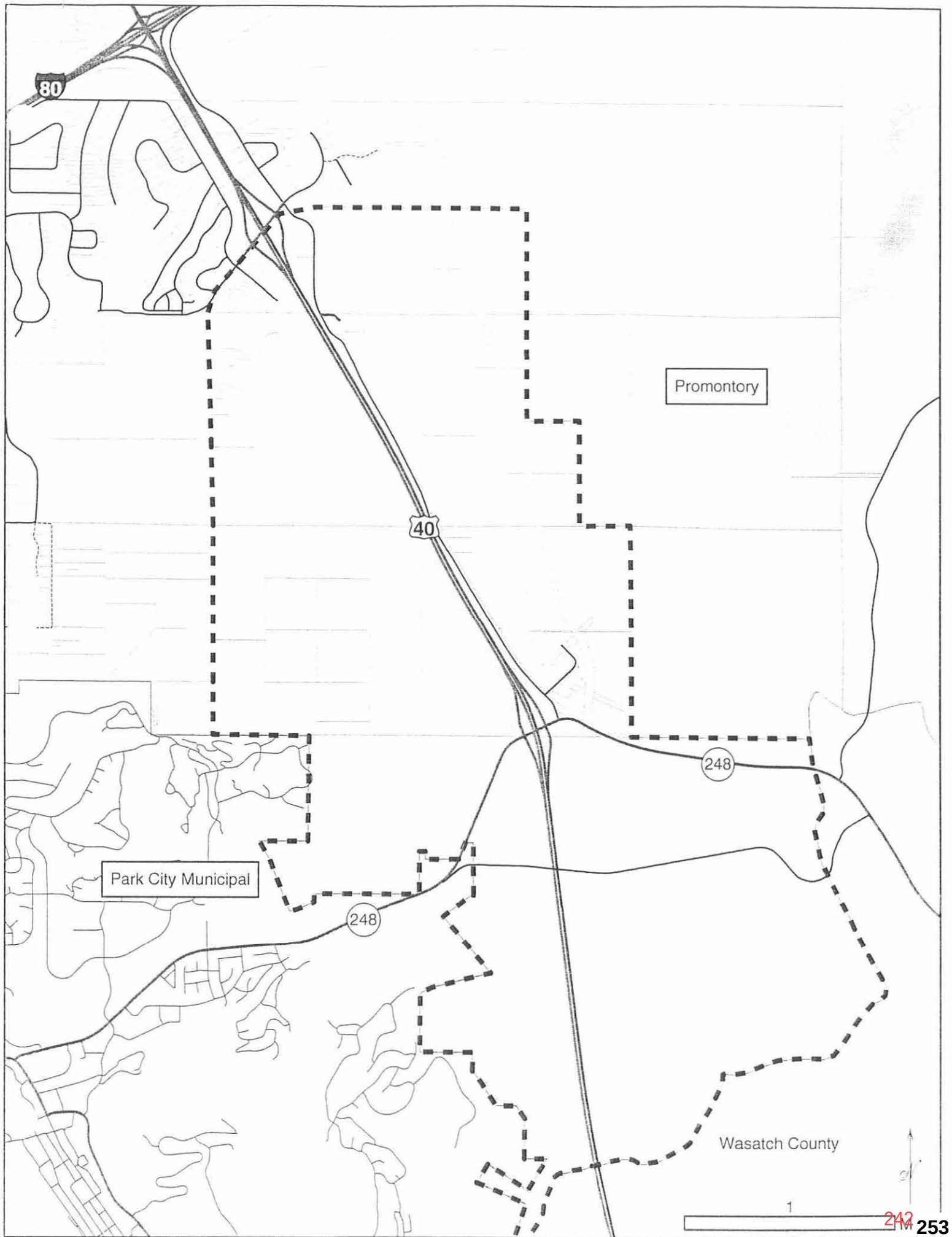
Janet M. Scott
City Recorder



Approved as to form:

Reddy
Attorney for Park City

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LETTER OF INTENT

Snyderville Basin Planning Commission and Park City Planning Commission Joint Planning Effort for Quinn's Junction Area Plan March 2002

Purpose:

The purpose of the Letter of Intent is to clarify the understanding of the Snyderville Basin Planning Commission (SBPC) and the Park City Planning Commission (PCPC) pursuant to a joint planning effort for the area surrounding Quinn's Junction located at the intersections of State Highways 248 and 40. SBPC and PCPC agree in concept to the following work program and cost sharing contingent upon further discussion and approval of the Summit County Board of Commissioners and the City Council of Park City. The following concepts and ideas are not binding on the parties of this Letter of Intent until an Interlocal Planning Cooperation Agreement is approved by the appropriate jurisdictions.

Inter-governmental Joint Planning Principals:

1. The Snyderville Basin and Park City have mutual interests in managing growth and development so as to preserve our health, safety and welfare, critical natural features and our desirable quality of life.
2. The Park City General Plan has specific policies addressing "Joint Planning Areas", of which the Quinn's Junction Area is included, and the Plan strongly encourages working with Summit and Wasatch Counties on regional planning issues.
3. The Snyderville Basin General Plan acknowledges the desire to work with Park City "to achieve objectives important to both entities such as the provision of affordable housing, open space corridors along major highways, a community-wide trails network and a hospitable ambiance for promoting tourism".
4. The Snyderville Basin Planning Commission and the Park City Planning Commission are often faced with similar issues which could be more effectively resolved with cooperative planning policies and principals relating to those areas bordering Park City which are of mutual concern, thereby providing a more unified voice for both planning commissions.
5. Policy 10.14 of the Snyderville Basin General Plan indicates that, "Summit County should cooperate with Park City in achieving common and mutually beneficial objectives, including but not limited to the establishment of a Basin-wide trails network, aesthetically pleasing view corridors along major roadways, promoting a sense of hospitality for the tourist based economy, affordable housing, mass transit, and similar actions".

6. The East Basin Neighborhood Planning Area, as defined in the Snyderville Basin General Plan, establishes that Summit County will work with Park City on annexation and jurisdictional matters related to development in this area. It is Summit County's objective to: 1) ensure proper planning and design, 2) that community benefits, will accrue to the community as a whole, 3) and that the County and its Special Service Districts will not incur any negative fiscal impacts from the cumulative development in this neighborhood.

7. The Park City Planning Commission and the Snyderville Basin Planning Commission are committed to jointly developing a land use concept plan for the area surrounding the intersection of State Highway 248 & 40. This area is contained in the County's East Basin Neighborhood Planning Area and is referred to as the East Corridor by Park City.

8. Numerous meetings of subcommittees of the Snyderville Planning Commission and the Park City Planning Commission have produced mutually acceptable planning concepts and a vision for this planning area. However, these planning concepts have not yet been formalized and adopted by either jurisdiction.

Suggested Joint Planning Cost Sharing and Consultant Selection:

1. The SBPC and the PCPC will establish a task force consisting of members from each commission plus one or more staff members from each commission to prepare a detailed work program for the study of future land uses in the Quinn's Junction Planning Area. This document shall provide the basis for a Request for Qualifications and/or Request for Proposal if it is determined that consulting services will be necessary.

2. SBPC and the PCPC acknowledge that use of consultants or contract employees may expedite essential elements of the study. If consultants or contract employees are used the SBPC and the PCPC shall agree on the selection, estimated cost and work program. Supervision will be provided by the Park City Community Development Department Staff and the Summit County Community Development Department Staff with assistance from the SBPC and the PCPC for project specific tasks.

3. The Summit County Board of Commissioners has authorized up to \$50,000 for the study of the Quinn's Junction Planning Area. The PCPC has indicated their support for jointly funding, with the SBPC, the cost of preparing the study and plan. The PCPC will make this recommendation to the City Council of Park City at the earliest opportunity. The maximum amount to be funded by Park City would be \$50,000 with the intention of each organization funding an equal amount of the cost. It is agreed there will be no charge for staff time or indirect overhead costs of either agency/organization during the planning phase of the study.

Suggested components for Quinn's Junction Area Plan Work Program:

1. Identify and agree on the extent of the Study Area.
2. Research and identify any existing development agreement, water rights agreements, annexation agreements, pre-annexation agreements or possible development vested rights claims for all property in the Study Area.
3. Establish a public participation process which allows opportunity for property owners and interested citizens to provide suggestions, register concerns and to participate throughout the planning process.
4. Invite current landowners to provide input on proposed plans.
5. Identify the location and type of existing development and utilities crossing or in close proximity to the Study Area.
6. Identify traffic capacity of major roads and highways serving the study area.
7. Identify key visual, environmental and natural resource features in the area to be preserved.
8. Identify and classify any existing environmental health hazards in the area.
9. Create vision statements for the area which are consistent with community input, Park City Municipal Corporation and Summit County General Plans, and which establishes the basis for the location, extent and timing of future land uses.
10. Identify potential sites, consistent with the vision statements, that could possibly accommodate selected future land uses (receiving areas).
11. Determine the optimum timing and jurisdiction for utility extensions into the study area.
12. Identify key community and regional benefits necessary for any development which may be proposed in the study area.
13. Identify significant impacts on the Study Area of approved or proposed development, both in Summit and Wasatch Counties.

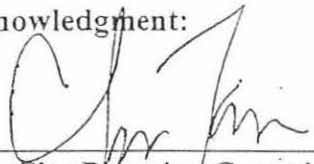
Note: Establishing a well-defined boundary or edge to the Park City Municipality.

Proposed Interlocal Planning Cooperation Agreement:

Prior to joint planning funds being expended for consulting services, the SBPC and PCPC will propose an Interlocal Planning Cooperation Agreement for approval by the Summit County Board of Commissioners and the City Council of Park City.

The Interlocal Planning Cooperation Agreement will set forth the responsibilities and expectations of the parties for the work program, consulting services, management and supervision, and cost sharing for the study.

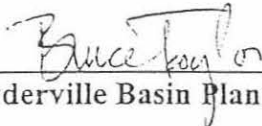
Acknowledgment:



Park City Planning Commission

4/23/02
Date

Acknowledgment:



Snyderville Basin Planning Commission

4-9-02
Date

C:\Documents and Settings\wickig\My Documents\letter of intent.wpd



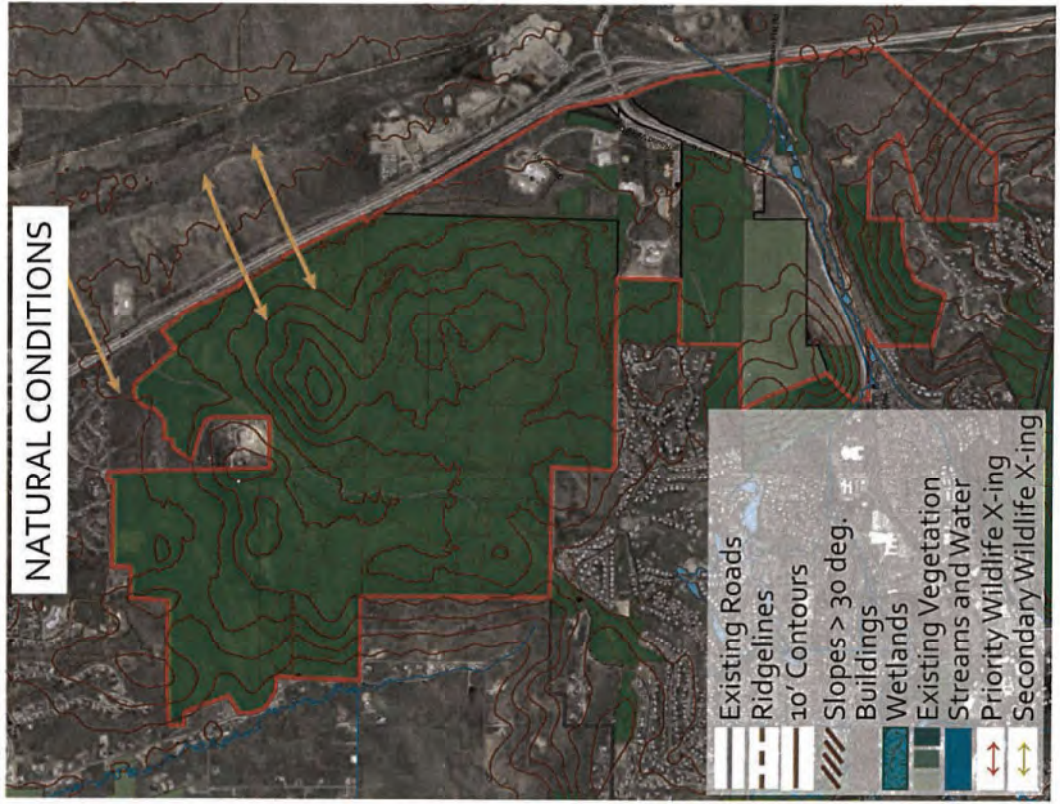
NEIGHBORHOOD 10: QUINN'S JUNCTION

QUINN'S
JUNCTION



257

Map 1



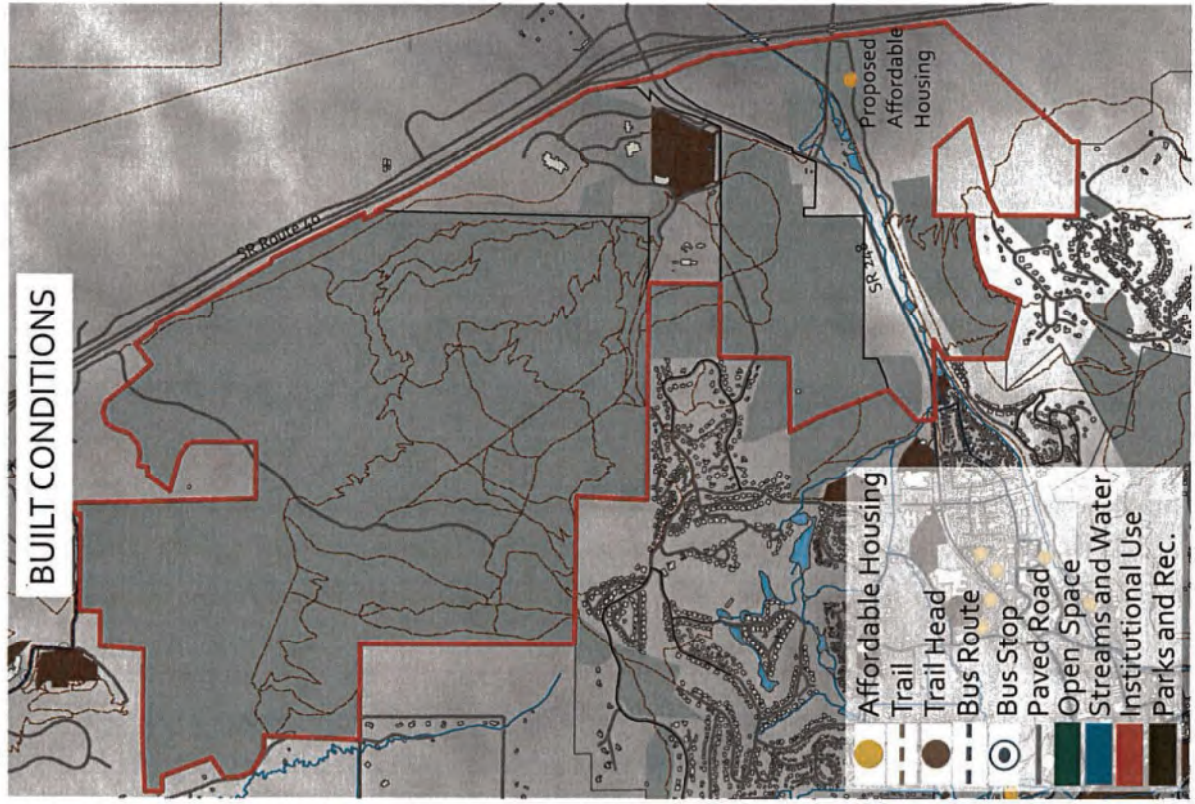
Total Area (sq. miles)	1.20 square miles
Total Area (acres)	1,009.61 acres
Total Built Residential Units	0
Unbuilt Units	239 Residential
% of Total Park City Units	0%
Average Density	3.22 units per acre
Range of Density	0.18 - 33.3 units per acre
Population	3
Number of Businesses	5
% of Park City Businesses	1%
Housing Type	Single Family and Multifamily
Historic Sites	None
Affordable Housing	PC Heights (including IHC units) proposed
Occupancy	None
Neighborhood Icons	National Ability Center US Ski Association Training Center People's Health Clinic PC Ice Arena and Sports Center IHC Hospital Summit County Health Sports Center Round Valley trail and cross country ski network, Rail Trail
Parks	
Amenities	
Trails	Round Valley
Walkability	Extremely Low. Regional destination with no built housing

* HOAs may exist in this neighborhood; please refer to page 10.



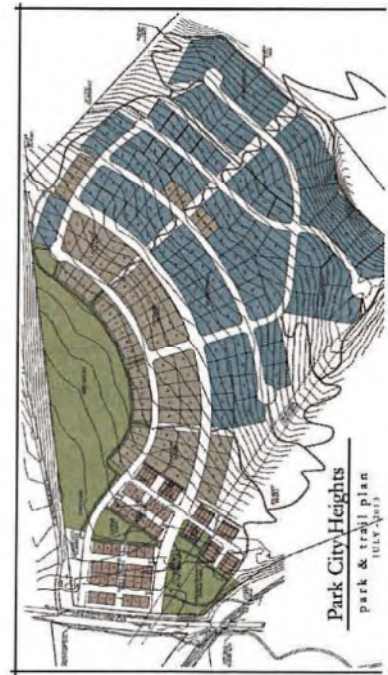
259

Map 2





Quinn's Junction is dominated by open space with Round Valley as the vast backyard to the existing development. On the north-west corner, regional institutional uses are located on large lots with on-grade parking. Future clustered residential development will occur on the south-west corner within Park City heights.



10.1. Quinn's Junction Neighborhood: Regional Planning to guide future development along a City boundary.

Between July 2002 and October of 2004, Park City and Summit County worked together to create a shared land use plan for future development of the area between SR-248 and Highway 40 to the Silver Summit intersection. During the collaborative public planning process, input from stake holders was collected. Also, the planning staff of both entities reviewed the two general plans to identify commonalities. The result of the combined efforts is the Quinn's Junction Joint Planning Commission Principles. On October 11, 2004, the Planning Commission adopted the planning principles with the understanding that the shared principles were not intended to be a formal land

use plan and the adoption of the principle did not modify the general plans or development codes. The stated purpose for the draft principles was to provide a higher level of detail or a greater resolution between the two existing general plans and provide guidance during future amendments to the general plan.

The Quinn's Junction Joint Planning Principles are separated into two categories: Development Densities and Land Use and Development Patterns. The Principles are noted in detail after the following page. A series of maps representing the Quinn's Area follow the Principles.

The area has evolved since the creation of the 2004 Quinn's Joint Planning Commission Principles. Development over the past decade within Park City includes many institutional

uses including IHC Hospital, PC Ice Arena and Sports Center, the People's Health Clinic, Summit County Health Center, and the United States Ski Association Training Center. The City reviewed two master planned development projects on the south side of SR 248 during this time frame as well. The approved Park City Heights residential Master Planned Development includes 239 new residential units and the Quinn's Junction Partnership Annexation consists of 1 movie studio complex, a hotel with up to 100 rooms, and a retail area. Concurrently, approximately 1365 acres within Round Valley were purchased as open space, preserving the view corridors on the west side of Highway 40 between Silver Summit and Quinn's Junction in perpetuity.

The following Joint Planning Principles recommend development patterns of

clustered development balanced with preservation of open space:

1. Cluster in identified areas and around exiting development maintaining consistency among uses.
 2. Public preserved open space and recreation is the predominant existing land use in the study area. Clustered development should be designed to: enhance public access through interconnection of trails, preserve public use and enjoyment of these areas, and continue to advance these goals along with the preservation of identified view sheds and passive open space areas.
 3. Preserve a substantial open space corridor through the study area.
- The West side of Highway 40 has built out following the Quinn's Junction Joint

Planning Commission Principles with clustered development at the interchanges and protected open space between the two development nodes. The East side of the highway has followed the same development pattern on the with clustered development at the Silver Summit and the Quinn's Junction interchange, with the exception of protecting the undeveloped land in-between. The City should continue to work with the County to maintain the view corridors along the East side to mirror the preserved open space to the West. The open space of Round Valley protects a wider expanse of land than originally identified within the Quinn's Junction Joint Planning Commission map. The Quinn's Junction Joint Planning Commission Principles map should be amended to reflect the protect lands and to create protected east-west wildlife corridors. Protected wildlife

corridors not only prevents fragmentation of ecosystems but also benefits the community with protected view corridors and sensitive lands and increased low-impact recreational activities. Soil contamination in this area is also of concern and under the jurisdiction of the federal government.

In an agreement called an Administrative Settlement Agreement and Order on Consent (AOC) for EE/CA (Engineering Evaluation/ Cost Analysis) Investigation and Removal Action, the Environmental Protection Agency, Region 8 (EPA) published its revised cleanup area for the Richardson Flats Tailings Superfund Site in Park City and Summit County. It is anticipated that EPA will oversee the development of a cleanup plan to address

historic mine tailings in the Silver Creek floodplain, which is on Utah's list of impaired waters due to contamination from cadmium, zinc and arsenic. An EPA cleanup plan would involve design and cost analysis, public comment, implementation and long-term maintenance. Federal law provides that such an EPA cleanup plan would not require state and local permitting.



Quinn's Junction Joint Planning Commission Principles (2004)

Development Densities and Land Uses

1. Initial project analysis should commence with a review of property's base density (subtracting wetlands, slopes, wildlife areas, flood plain, etc.)
2. Consider density bonuses for preservation of key open spaces identified in the study area.
3. Density should result in significant public benefits that promote Park City's resort, recreation, tourism and resort-based, second home economy.
4. Highway service commercial / convenience retail and regional/big-box retail commercial will not be considered in/along the Highway 40/SR 248 corridor.
5. A site for institutional development will be considered in the study area with the potential institutional uses limited to: a hospital, educational facility, recreation / sports training facility, or an arts / cultural heritage / history based institution.
6. A limited expansion of the existing light industrial/incubator service commercial uses along the east side of Highway 40 should be considered. Said expansion should be clustered to the greatest degree possible to minimize sprawl and should include re-development / clean-up of existing businesses, land use patterns, circulation, etc., that have been detrimental to the environment, aesthetics, or function of the area. Density incentives would be considered for preservation of key open space areas within the boundaries of the study, particularly those advancing the goals of the study for preservation of the 248 entry corridor. It should be noted that many of the above principles will be further specified by forthcoming amendments to the Snyderville Basin Development Code, which will more serve as the actual governing document for proposals including these types of uses in the study area.
7. Neighborhood Commercial uses will be considered in the Silver Summit area east of Highway 40 and a more limited (in use and overall density) neighborhood commercial node could be considered on the west side of Highway 40. Potential for expansion of these uses may be through density receiving mechanisms to be identified in forthcoming Development Code changes.
8. Recreation and Open Space will be the encouraged use in the Richardson's Flat area. The majority of this area is governed by and

must be reviewed for consistency with the 1999 Flagstaff Mountain Development Agreement, which stipulates golf course, active recreation, equestrian and preserved open space as allowed uses.

9. Clustered residential development may be considered in areas indicated on the accompanying map of the study area and specified for base density. Initial evaluation of density for projects in the study area shall be based on Summit County Base Density allowances as specified in the Code in effect at the time of application. The maximum density that will be considered in Base Density areas for projects complying with all preferred development patterns and principles will be limited to the densities specified for rural areas in the Summit County Development Code or where applicable the Estate Zoning provisions of the Park City Land Management Code. Code provisions in effect at the time of application will apply. Only potential receiving areas or the parcel identified for potential employee housing in the existing Flagstaff Mountain Development Agreement will be considered at higher densities.

Development Patterns

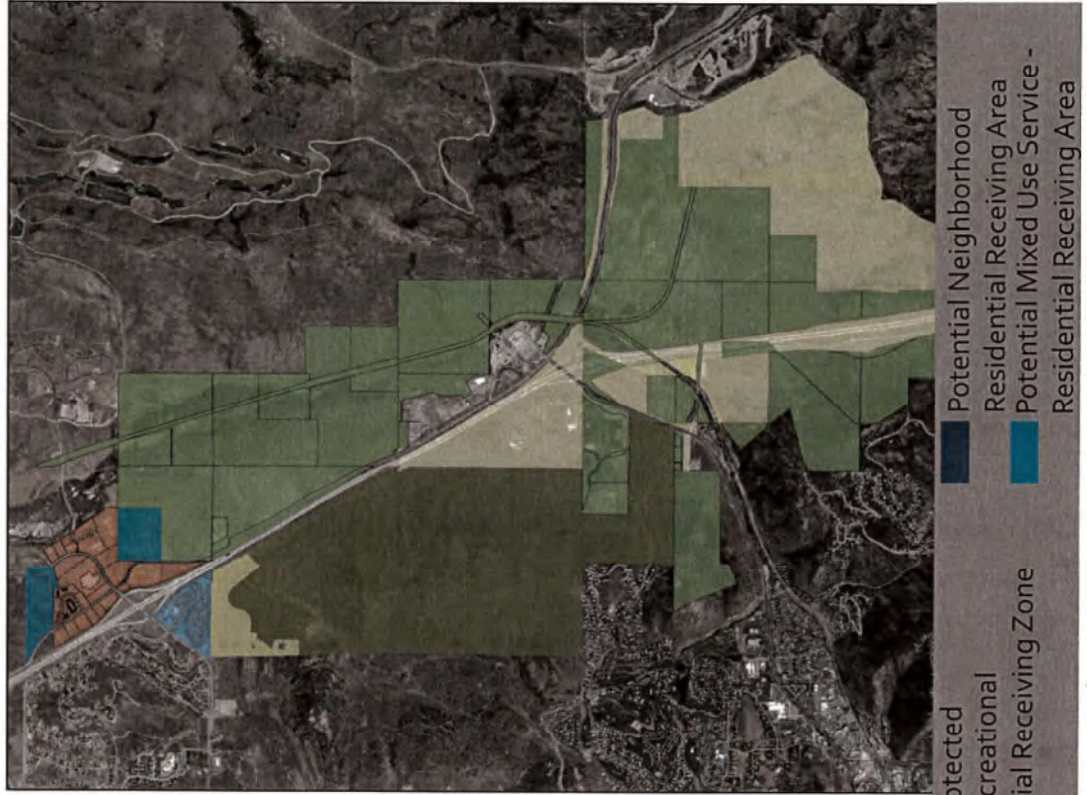
1. Cluster in identified receiving areas and around existing development maintaining consistency among uses.
2. Public preserved open space and recreation is the predominant existing land use in the study area. Clustered development should be designed to: enhance public access through interconnection of trails, preserve public use and enjoyment of these areas, and continue to advance these goals along with the preservation of identified view sheds and passive open space areas.
3. Apply Sensitive Land standards from City and County ordinances for all development design. This includes recreational and institutional development, which should incorporate and preserve important topographical features, natural areas and view sheds, and be of a scale and scope consistent with the primary goal of preserving the function and aesthetics of an important resort entry corridor. Planning efforts for projects in this corridor should continue to involve both City and County staff for input.
4. Large expanses of surface parking areas with high visibility from the entry corridor will not be allowed. Surface parking shall be buffered from the entry corridor and utilize existing topography for screening purposes whenever possible. Sub-surface and well designed structured parking will be encouraged whenever possible.
5. Preserve a substantial open space corridor through the study area.
6. New Development (including institutional and recreational) should be transit-oriented and linked to broader community open space and trail networks.



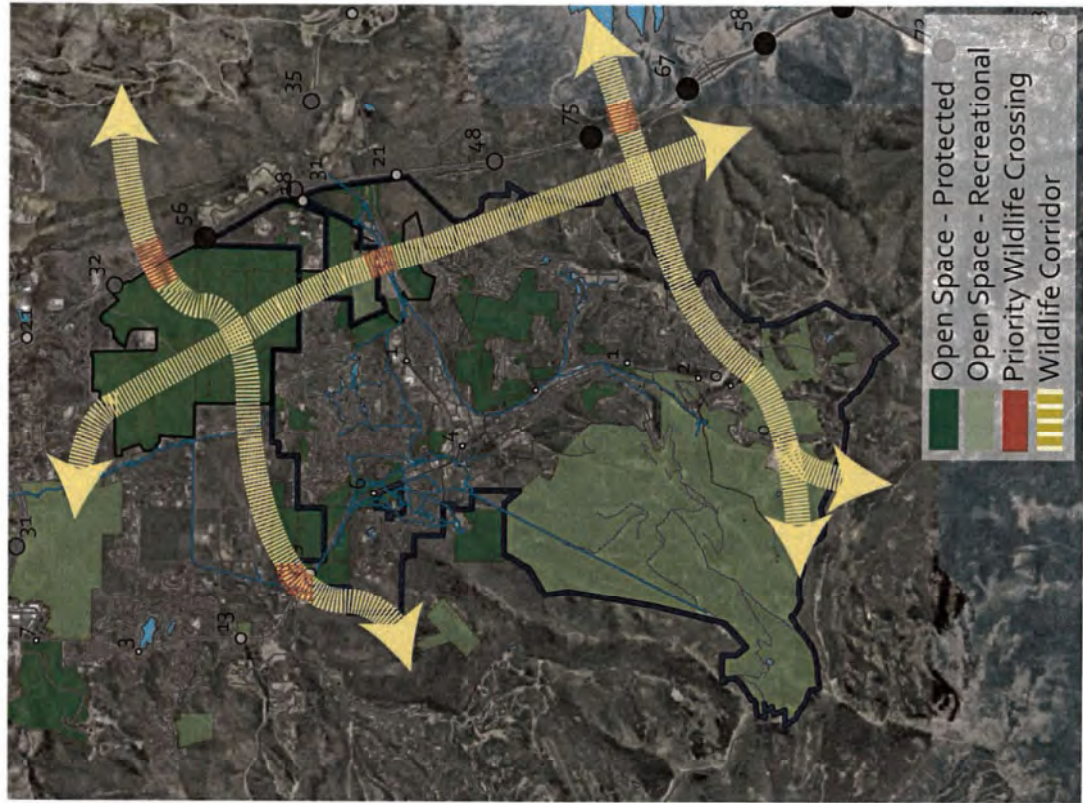
2004 QUINN'S JUNCTION JOINT
PLANNING COMMISSION MAP



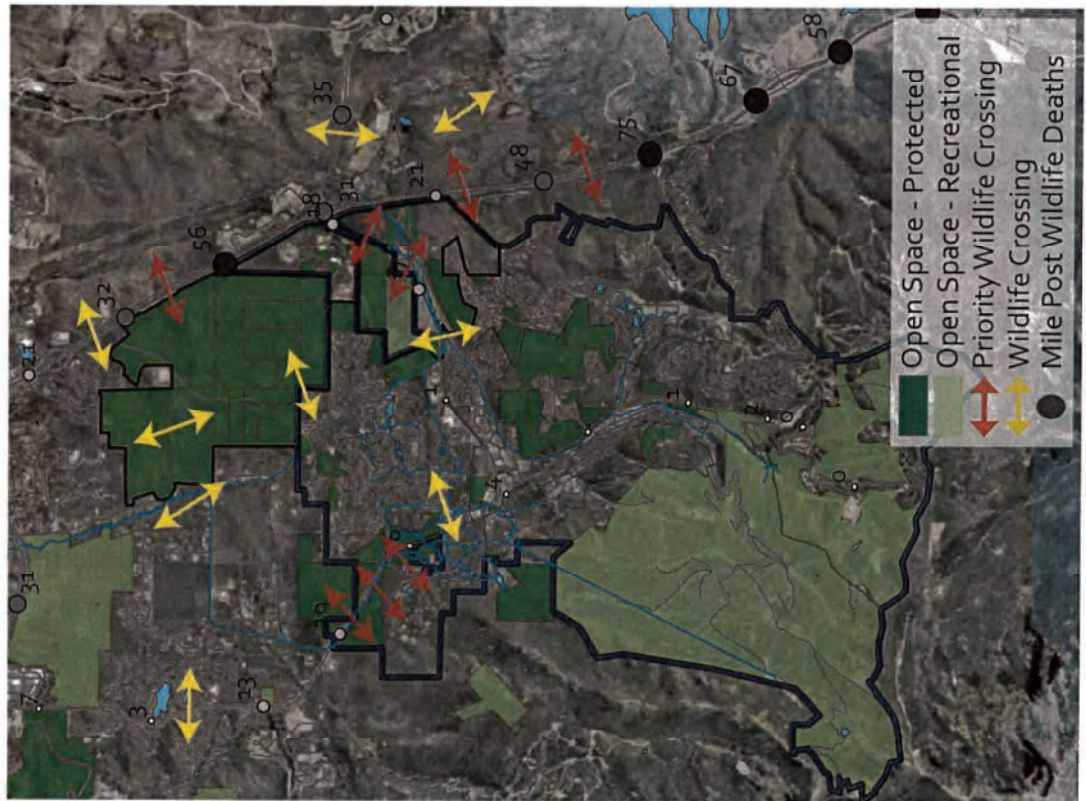
UPDATED QUINN'S JUNCTION
AREA MAP



WILDLIFE CORRIDORS



2012 PC NATURAL RESOURCE INVENTORY WILDLIFE CROSSINGS



10.2. Quinn's Junction Neighborhood: An area for Regional Institutional Uses.

New development within the Park City limit in Quinn's Junction has occurred primarily along Round Valley Drive and Gillmore Way within the north-west corner of the Quinn's Junction interchange. The area was identified within the Quinn's Junction Joint Planning Commission Land Use Principle #5 as "appropriate for institutional development with the potential for institutional uses limited to: a hospital, educational facility, recreation / sports training facility, or an arts / cultural heritage / history based institution." The north-west corner should continue to build-out as a regional node for institutional development due to the location on the edge of the Park City. Institutional development in this location can serve the population of the Wasatch



Back and are designed to accommodate populations greater than Park City. An additional 250,000 sf of development is planned around the hospital.

This area is not suitable for everyday needs of Parkites, such as a grocery store or post office due to increased

dependency on personal vehicles. Big box commercial is not appropriate either as it will conflict with the purpose of the area, create increased vehicle trips, and compete with the existing commercial nodes within the City and County.

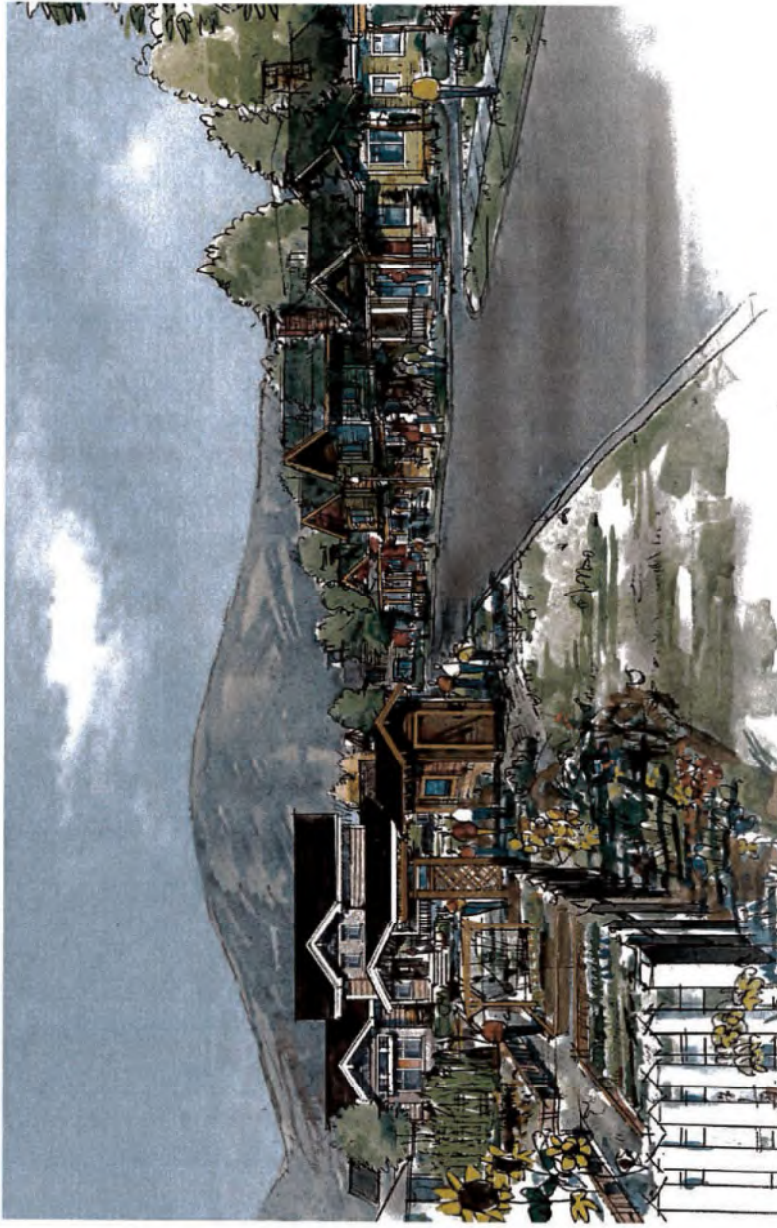
The new development in the north-west corridor is linked

to the broader community through trails and the existing road network. To complement the City's goals of decreasing dependence on the automobile, the area should be considered as a destination within the public transportation network.

10.3. Quinn's Junction Neighborhood: A neighborhood for locals.

Two master planned development projects on the south-west corner of the Highway 40 interchange at Quinn's Junction were approved in 2011/2012 by the City Council. The approved Park City Heights residential Master Planned Development includes 239 new residential units upon 239 acres of land. 167 acres (70%) was protected during the MPD process as open space within the subdivision. The Quinn's Junction Partnership Annexation and MPD consists of 1 movie studio complex, a new hotel with up to 100 rooms, and a retail area. The PC Heights MPD clustered development close to the existing streets while preserving the surrounding open space and upper elevations.

The future Park City Heights

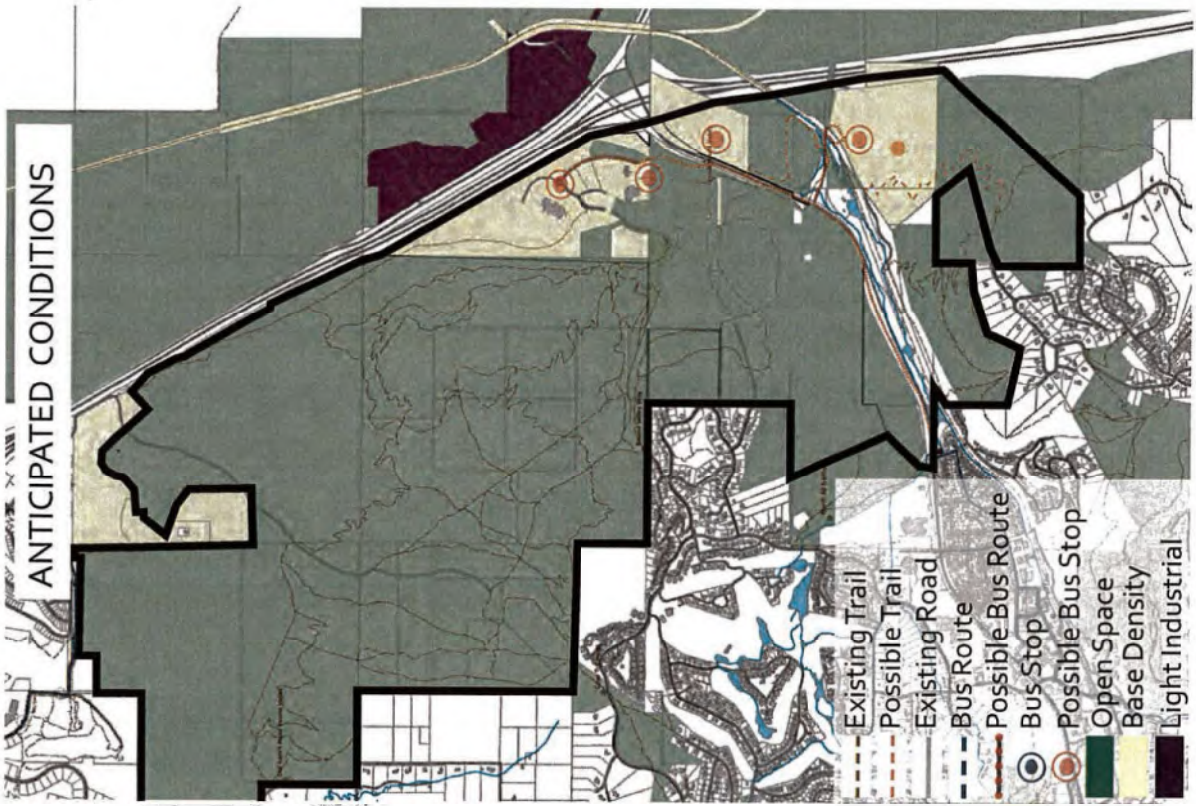


neighborhood is linked to the broader community through trails and the existing road network. As the area is built out the City should connect these developments to the public transportation system providing additional multi-modal transportation options.



Map 3

ANTICIPATED CONDITIONS





10.4: The aesthetic of the Quinn's Junction shall preserve the natural setting.

As Quinn's Junction introduces 239 new residential units within the Park City Heights subdivision, an evolution

will take place in the built environment. Most commonly, the aesthetic of arriving at Quinn's junction is experienced through the car to either visit a large institution or to recreate. In the future, the neighborhood should evolve to accommodate increased

multi-modal transportation options. Sidewalks, trails, bus shelters, and benches will become common place.

The most character defining feature of the Quinn's neighborhood is the plentiful natural setting. View corridors welcome

residents and guest, and must be preserved. New development should be set back in compliance with the Entry Corridor Protection Overlay. Open space requirements within developable lots should preserve the natural setting through limits of disturbance.

Recorded at the request of and return
to: Park City Municipal Corp.
Attn: City Recorder
P.O. Box 1480, Park City, UT 84060

Recorded this ____ day of
____, 2007
at Book # ____ Page # ____

ENTRY NO. 00806100

03/02/2007 02:42:51 PM B: 1850 P: 1897

Agreement PAGE 1 / 49

ALAN SPRIGGS, SUMMIT COUNTY RECORDER

FEE \$ 0.00 BY PARK CITY MUNICIPAL CORP



**AMENDED AND RESTATED DEVELOPMENT AGREEMENT
FOR FLAGSTAFF MOUNTAIN,
BONANZA FLATS, RICHARDSON FLATS,
THE 20-Acre QUINN'S JUNCTION PARCEL
AND IRON MOUNTAIN**

THIS AMENDED AND RESTATED DEVELOPMENT AGREEMENT ("Agreement") is entered into as of the 2nd day of March, 2007, by and between UNITED PARK CITY MINES COMPANY, ("UPCM" or "DEVELOPER"), DEER VALLEY RESORT COMPANY, ("DEER VALLEY"), and PARK CITY MUNICIPAL CORPORATION, a third class city of the State of Utah ("City") (collectively, the "Parties").

RECITALS

- A. WHEREAS, DEVELOPER and DEER VALLEY own approximately: 1,600 of 1,750 acres of patented mining claims located in the unincorporated Flagstaff Mountain area of Summit County, more particularly described and depicted in Exhibit A attached hereto (hereafter, "Flagstaff Mountain"); approximately 106 acres of patented mining claims located on Iron Mountain within an unincorporated area of Summit County more particularly described and depicted in Exhibit B attached hereto (hereafter, "the Iron Mountain Parcels"); approximately 1,500 acres of patented mining claims, constituting all of UPCM's land located in the unincorporated Bonanza Flats area of Wasatch County more particularly described and depicted in Exhibit C attached hereto (hereafter, "Bonanza Flats"); all of UPCM's land east of U.S. 40 and south of S.R. 248 constituting approximately 650 acres of real property owned in fee simple located immediately east of U.S. 40 and south of S.R. 248 within an unincorporated area

of Summit County more particularly described and depicted in Exhibit D attached hereto (hereafter, "Richardson Flats"); and approximately 20-Acres of real property owned in fee simple located west of U.S. 40 and south of S.R. 248 within an unincorporated area of Summit County more particularly described and depicted in Exhibit E attached hereto (hereafter, "the 20-Acre Quinn's Junction Parcel");

- B. WHEREAS, on May 17, 1994 DEVELOPER filed an application for annexation to Park City of Flagstaff Mountain, consisting of DEVELOPER's, DEER VALLEY's and Northside Neighborhood Property Owners' land, together totaling an area of approximately 1,750 acres;
- C. WHEREAS, on May 10, 1997 the Park City Council unanimously resolved by Resolution 10-97 to annex Flagstaff Mountain under certain Development Parameters;
- D. WHEREAS, on July 8, 1998 DEVELOPER requested reconsideration by the City of Resolution 10-97 and offered certain incentives for limiting development of the Bonanza Flats, Richardson Flats and the Iron Mountain Parcels;
- E. WHEREAS, on September 10, 1998 the Park City Council unanimously adopted a resolution to rescind Resolution No. 10-97 and to adopt new development parameters for Flagstaff Mountain, Bonanza Flats, Richardson Flats and the Iron Mountain Parcels, as set forth in this Agreement;
- F. WHEREAS, in the intervening months since the City Council adopted the September 10, 1998 development parameters, the DEVELOPER further refined its proposal by offering to move 16 single family homes from the sensitive Prospect Ridge area to the Mountain Village and to constrain development in the Northside Neighborhood to reduce site disturbance and to facilitate sale to a conservation buyer for a time certain;
- G. WHEREAS, the Parties intended to enter into the original Agreement to establish new development parameters for Flagstaff Mountain, Bonanza Flats, Richardson Flats, the 20-Acre Quinn's Junction Parcel, and the Iron Mountain Parcels and to establish a time certain for annexation of Flagstaff Mountain (now referred to generally as Empire Pass) into the City;

H. WHEREAS, the Parties in fact entered into the original Agreement on or about June 24, 1999; and

I. WHEREAS, the Parties desire to amend and restate the original Agreement in connection with the development of a project known as the Montage Resort & Spa which is presently planned to include 192 hotel rooms and suites, with spa, restaurant and conference facilities, and a residential component that consists of resort condominiums.

NOW, THEREFORE, in consideration of the foregoing recitals and the covenants hereafter set forth, the sufficiency of which the Parties hereby acknowledge, the Parties agree as follows:

SECTION I. DEFINITIONS

Unless the context requires a different meaning, any term or phrase used in this Agreement that has its first letter capitalized shall have that meaning given to it by the Park City Land Management Code (LMC) in effect on the date of a complete application or, if different, by this Agreement. Certain such terms and phrases are referenced below; others are defined where they appear in the text of this Agreement.

1.1 **"Annexation Property"** means that approximately 1,750 acres of property known as Flagstaff Mountain, described and depicted on Exhibit A.

1.2 **"Bonanza Flats"** means that approximately 1,500 acres of UPCM property commonly referred to as Bonanza Flats, constituting all of UPCM's holdings in Bonanza Flats and described and depicted on Exhibit C.

1.3 **"DEER VALLEY"** means the Deer Valley Resort Company, a Utah limited Partnership and each of its assigns, joint venture partners, and successors in interest, whether in whole or in part. DEER VALLEY shall cause its employees and agents to act in accordance with the terms of this Agreement.

1.4 **"DEVELOPER"** means United Park City Mines Company, a publicly traded Delaware corporation, and each of its assigns, joint venture partners, and successors in interest, whether in whole or in part. DEVELOPER shall cause its employees and agents to act in accordance

with the terms of this Agreement.

- 1.5 **"Inaction"** provisionally¹ means (a) DEVELOPER's failure to pursue a sequential permit (i.e. Small Scale MPD permit, conditional use permit, subdivision application, or building permit) by failing to submit a complete application for such a permit or by failing to respond to the City's written requests for information which the City deems is necessary to process the application; or (b) DEVELOPER's failure to sustain permitted construction such that the permit under which construction is allowed, expires or is otherwise suspended or revoked.

- 1.6 **"Meeting Accessory Uses"** provisionally² means uses normally associated and necessary to serve meeting and banquet space. Meeting Accessory Uses do not require the use of Unit Equivalents and include:

- 1.6.1 Administrative and Banquet Offices
- 1.6.2 Banquet Storage Areas
- 1.6.3 Banquet Prep Areas Storage Areas
- 1.6.4 Common A/V Storage Areas
- 1.6.5 Coat Check Areas
- 1.6.6 Public Restrooms
- 1.6.7 Public Telephone Areas
- 1.6.8 Public Hallways
- 1.6.9 Public Circulation Areas.

- 1.7 **"Mountain Village"** means that mixed-use portion of Flagstaff Mountain described and depicted as the Mountain Village in Exhibit A attached hereto and limited to a total of 87 acres, within three development Pods (A, B₁, and B₂) and maximum densities, unit equivalencies and configuration more fully described herein.

¹ This definition has been inserted in anticipation of its inclusion in a new revision of the Land Management Code. This definition will be superceded by an LMC definition of the term.

² This definition has been inserted in anticipation of its inclusion in a new revision of the Land Management Code. This definition will be superceded by an LMC definition of the term.

- 1.8 **“Northside Neighborhood”** means that 63-acre portion of Flagstaff Mountain described and depicted as the Northside Neighborhood in Exhibit A attached hereto and limited to the maximum density, unit equivalency, and configuration more fully described herein.
- 1.9 **“Northside Neighborhood Property Owners”** means, in addition to UPCM and DEER VALLEY, Park City Star Mining Company, Inc., a Utah corporation, Bransford Land Company, representing the interests of Anne Bransford Newhall, Mary Bransford Leader and Carolyn Bransford MacDonald, and Stichting Beheer Mayflower Project, a legal entity representing the interests of Stichting Mayflower Recreational Fonds and of Stichting Mayflower Mountain Fonds.
- 1.10 **“Pedestrian Village”** means an area configured within Pod A of the Mountain Village for the mixed use of residential, Residential Accessory, Resort Support Commercial, Resort Accessory, meeting and Meeting Accessory Uses within which at least fifty percent (50%) of the residential properties are clustered within walking distance (5 minutes) of a Transportation Hub for such residential properties, which can be directly accessed by pathways or sidewalks.
- 1.11 **“Planned Unit Development” or “PUD”** means a master planned development consisting of clustered, detached, single family or duplex units with common open space and coordinated architecture.
- 1.12 **“Pod Z”** means that area, depicted on Exhibit F that is limited for ski-related uses as further defined herein.
- 1.13 **“Project”** means the residential, recreational and commercial real estate development to be constructed within Flagstaff Mountain.
- 1.14 **“Residential Accessory Uses”** provisionally³ means uses that are for the benefit of the residents of a commercial residential use, such as a hotel or nightly rental condominium project. Residential Accessory Uses do not require the use of Unit Equivalents. Residential Accessory Uses include:

³ This definition has been inserted in anticipation of its inclusion in a new revision of the Land Management Code. This definition will be superceded by an LMC definition of the term.

- 1.14.1 Common Ski Lockers
- 1.14.2 Common Lobbies
- 1.14.3 Registration
- 1.14.4 Concierge
- 1.14.5 Bell Stand/Luggage Storage
- 1.14.6 Common Maintenance Areas
- 1.14.7 Mechanical Rooms
- 1.14.8 Common Laundry Facilities and Common Storage Areas
- 1.14.9 Employee Facilities
- 1.14.10 Common Pools, Saunas and Hot Tubs
- 1.14.11 Public Telephone Areas
- 1.14.12 Public Restrooms
- 1.14.13 Administrative Offices
- 1.14.14 Public Hallways and Circulation Areas

1.15 **“Resort Accessory Uses”** provisionally⁴ means uses that are clearly incidental to and customarily found in connection with the principal resort building or use and are operated for the convenience of the owners, occupants, employees, customers or visitors to the principal resort use. Resort Accessory Uses do not require the use of Unit Equivalents. They include such uses as:

- 1.15.1 Information
- 1.15.2 Lost and Found
- 1.15.3 Mountain Patrol
- 1.15.4 Mountain Administration
- 1.15.5 Mountain Maintenance and Storage Facilities
- 1.15.6 Mountain Patrol and Emergency Medical Facilities
- 1.15.7 Public Lockers
- 1.15.8 Public Restrooms
- 1.15.9 Employee Lockers
- 1.15.10 Ski School/Day Care

⁴ This definition has been inserted in anticipation of its inclusion in a new revision of the Land Management Code. This definition will be superseded by an LMC definition of the term.

1.15.11 Ticket Sales Areas

1.15.12 Ski Check Areas

1.15.13 Public Circulation Areas and Hallways

1.16 **“Richardson Flats”** means all of UPCM’s property at the southeast corner of U.S. 40 and S.R. 248, more fully described and depicted on Exhibit D.

1.17 **“Transportation Hub”** means the terminus of a public and/or private transportation system that is located at a convenient location within the Mountain Village.

1.18 **“Unit Equivalent,”** with respect to commercial structures and multifamily and PUD structures, has the meaning set forth in the LMC.³ Each single family residential structure (excluding PUDs) approved by the City pursuant to this Agreement for construction within the Project shall have a Unit Equivalent of 1.00, regardless of the size or the location of the single family residential structure. Each commercial structure or portion thereof (as such may be determined in applicable MPD approvals) shall consume 1 Unit Equivalent for each 1000 square feet. Each multifamily and PUD residential structure shall consume 1 Unit Equivalent for each 2000 square feet.

SECTION II. LARGE SCALE MPD—FLAGSTAFF MOUNTAIN

2.1. DEVELOPER is hereby granted the equivalent of a Large Scale Master Planned Development (Large Scale MPD) for Flagstaff Mountain. This Large Scale MPD sets forth maximum densities, location of densities and DEVELOPER-offered amenities and is subject to all normally-applicable City processes, and in addition thereto, such processes defined below, including DEVELOPER’s responsibility, prior to or concurrent with the Small Scale MPD process, to submit and ultimately to obtain (upon modification, if necessary) City approval, of satisfactory plans detailed below:

³Hotel rooms of 500 square feet or less constitute ¼ Unit Equivalent.

- 2.1.1. Mine/Soil Hazard Mitigation Plan--which plan shall include an inventory of all mine sites, potential sources of release of hazardous materials into the environment, and a plan and schedule for their remediation;
- 2.1.2. Detailed Design Guidelines, with strong architectural themes, for the entire Flagstaff Mountain Project;
- 2.1.3. Specific Transit Plan;
- 2.1.4. Parking Management Plan;
- 2.1.5. Detailed Open Space Management Plan;
- 2.1.6. Historic Preservation Plan;
- 2.1.7. Emergency Response Plan, including DEVELOPER's commitments to provide infrastructure necessary to serve the Project and Bonanza Flats and phasing therefor;
- 2.1.8. Trails Master Plan setting forth trail locations, specifications, phasing and timing of public easements;
- 2.1.9. Private Road Access Limitation Procedures;
- 2.1.10. Construction Phasing Plan—including construction milestones for project amenities, including Richardson Flats development;
- 2.1.11. General Infrastructure and Public Improvements Design and Phasing Plan, which calls for the efficient extension of services, concentrating initial infrastructure development in the Mountain Village, and secondarily in the Northside Neighborhood. Such plan shall allow for the construction of a variety of housing types in each phase;
- 2.1.12. Utilities Master Plan—including the timing, alignment and service strategy for water and sewer service, as well as storm water management throughout the Project and Bonanza Flats;
- 2.1.13. Wildlife Management Plan; and
- 2.1.14. Affordable Housing Plan, including phasing.

2.2. **Maximum Development Parameters--Flagstaff Mountain.** Flagstaff Mountain is composed of the Mountain Village, the Northside

Neighborhood; various ski related improvements, and the Silver Mine Adventure. Upon annexation, Flagstaff Mountain will be zoned as shown on the zoning map attached hereto as Exhibit P. The following maximum development parameters apply to Flagstaff Mountain:

2.2.1 Mountain Village: The Mountain Village is constrained as follows:

2.2.1.1 Small Scale MPD. Site specific volumetrics and configuration will be established in the Small Scale MPD process.

2.2.1.2. Maximum Development Area. In the Small Scale MPD process, the entire Mountain Village development shall be constrained within a total of 87 acres.

2.2.1.3. Maximum Density. The maximum density within the Mountain Village is 785 Unit Equivalents configured in no more than 550 dwelling units.⁶ Such density shall be configured as multi-family, hotel, or PUD units, provided the PUD units do not exceed 60. PUD units consume Unit Equivalents in the same respect as multifamily units. Additionally, the Mountain Village may contain up to 16 detached single family home sites.

2.2.1.4. Pedestrian Village. At least 50% of the residential units within the Mountain Village must be clustered within the primary development pod (Pod A), and must be located within a five-minute walk of the Transportation Hub. All three development pods (Pods A, B₁, and B₂) within the Mountain Village must be linked by transit.

2.2.1.5. Commercial. The Mountain Village may additionally include up to 75,000-sq. ft. of Resort Support Commercial uses, which shall include Neighborhood

⁶ Hotel rooms of 500 square feet or less constitute 1/4 Unit Equivalent. In the case of the Montage, the 192 Montage hotel rooms shall count as Unit Equivalents at the rate of 1 Unit Equivalent per 2,000 square feet of hotel rooms, but such hotel rooms shall not have kitchens and shall not count as dwelling units.

Convenience Commercial uses for residents and visitors such as groceries and sundries.

2.2.1.6. **Mine Site Reclamation.** To the greatest extent possible, DEVELOPER shall locate density in disturbed areas. This provision applies primarily to potential density at the Daly West site. Additionally, DEVELOPER shall reclaim⁷ all mining and mining overburden sites within Flagstaff Mountain, in accordance with state and federal regulatory agency review.

2.2.1.7. **Public Trails.** DEVELOPER shall construct and dedicate public trails designated on an accepted Trails Master Plan. Many trails will be constructed on land ultimately owned by DEER VALLEY. In those areas, DEER VALLEY shall be responsible for trail maintenance and for enforcing reasonable rules and regulations for public trail use. Such rules may not exclude free public access to the public trail systems identified on the Trails Master Plan.

2.2.1.8. **Deed Restricted Open Space.** Within 30 days of issuance of a Small Scale MPD, DEVELOPER and/or DEER VALLEY shall execute for the benefit of the City perpetual covenants and restrictions with respect to all designated open space associated with the Small Scale MPD and which, at a minimum, shall prevent the construction thereon of residential, commercial and retail structures but shall provide for ski-related uses consistent with paragraph 2.5 herein.

2.2.1.9. **Parking.** Each Small Scale MPD submittal shall include a parking management plan with respect to the portion of the property covered by such Small Scale MPD submittal.

⁷Reclamation shall include, at a minimum, revegetation of exposed areas.

The goal of the plan is to design the Mountain Village in such a way as to reduce parking demand by 25%. DEVELOPER shall plan and encourage within the Mountain Village portion of the Project programs such as parking management, paid parking for commercial uses, shuttles and other programs designed to reduce the demand for private vehicles and parking. DEVELOPER shall provide for shared parking in all commercial, short-term residential and mixed-use buildings. Assigned or reserved spaces within commercial, short-term residential and mixed-use buildings are prohibited except that in the case of the Montage, one parking space may be assigned for each dwelling unit (excluding the 192 hotel rooms). The majority of the required parking areas will be fully enclosed and/or constructed underground.

2.3 **Prospect Ridge.** DEVELOPER considers the Prospect Ridge area depicted in Exhibit K to be a critical viewshed area for Old Town.

2.3.1 **Public Trails.** Consistent with the Trails Master Plan, DEVELOPER shall construct and dedicate to the City public trails designated within the Prospect Ridge area.

2.3.2 **Deed Restricted Open Space.** Within 30 days of issuance of the first Small Scale MPD, DEVELOPER shall cause to be recorded a document, approved by the City, which shall impose perpetual covenants and use restrictions for that portion of Prospect Ridge depicted as "Recreation Open Space Dedication" on Exhibit K which shall prevent the construction thereon of residential, commercial and/or retail structures, ski lifts, and developed alpine ski runs.

2.4. **Northside Neighborhood.** The Northside Neighborhood is composed of property owned by five separate Northside Neighborhood Property Owners and, upon their written acceptance of the terms of this Agreement,

may contain a maximum of 38 homes, the size and location of which shall be determined at Small Scale MPD/subdivision review. The Northside Neighborhood may also contain a 1000 sq. ft. non-denominational Chapel, that will remain open and reasonably available to the public.⁸

2.4.1 Small Scale MPD. The Small Scale MPD must include all Northside Neighborhood Property Owners to achieve the maximum density of 38 detached single-family homes. Absent participation by all Northside Neighborhood Property Owners, DEVELOPER and DEER VALLEY may apply for a Small Scale MPD for a maximum of 30 single-family homes on the portion of the Northside Neighborhood owned by DEVELOPER and DEER VALLEY.⁹ In all circumstances, DEVELOPER and DEER VALLEY shall limit development in the Northside Neighborhood as follows:

2.4.1.1. Meadow Restriction. Homes shall not be in the meadow area generally designated on Exhibit A and further defined in the Small Scale MPD process.

2.4.1.2. Ski Run Separation. Limits of disturbance for each site shall be a minimum of 50 feet from any ski run, except where existing ski runs conflict with platted ski easements or platted lots, in which event the City shall have the discretion and authority to approve case-by-case exceptions to the foregoing distance limitation.

2.4.1.3. Viewpoint Restrictions. Structures and roads must be configured to minimize road and utility impacts and to

⁸ No utility extension will be allowed for the Chapel. Power may be allowed if it is readily accessible. Location of the Chapel cannot cause the extension of an improved road. Siting and construction must comply with all Code provisions.

⁹ If Park City Star, Bransford or Mayflower do not reach an agreement with DEVELOPER and DEER VALLEY with respect to the joint development of the detached single family homes within the Northside Neighborhood, then DEVELOPER and DEER VALLEY shall grant to the City the right to connect to the utility lines and to grant limited access to roads within the Northside Neighborhood without cost to serve the remaining property owners.

minimize wintertime visual impacts¹⁰ from ski runs and designated viewpoints, including but not limited to the knoll behind the terminus of what is presently known as the Northside chairlift.

2.4.1.4. **Public Trails.** Consistent with the Trails Master Plan, DEVELOPER, DEER VALLEY, and Northside Neighborhood Property Owners shall dedicate to the City improved public trails and trail easements that connect to the surrounding trail system. Where trails pass through the Deer Valley Ski Area, DEER VALLEY shall be responsible for trail maintenance and for enforcing reasonable rules and regulations. Such rules may not exclude free public access to the public trail systems identified on the Trails Master Plan.

2.4.1.5. **Enchanted Forest.** No development shall occur in the "Enchanted Forest" area generally designated on Exhibit A and further defined in the Small Scale MPD process.

2.4.1.6. **Deed Restricted Open Space.** Within 30 days of issuance of a Small Scale MPD, DEVELOPER shall record perpetual covenants and restrictions with respect to all designated open space associated with the Small Scale MPD and which shall prevent the construction thereon of residential, commercial and retail structures but shall allow ski-related uses.

2.4.2. **Northside Neighborhood Conservation Plan.** DEVELOPER and DEER VALLEY agree to refrain from transferring, improving or developing the Northside Neighborhood for 3 years, from the date of this Agreement to facilitate the potential of (a) the fee simple sale of the Northside Neighborhood, or (b) the sale and transfer of the development rights from the Northside

¹⁰ As well as summertime visual impacts.

Neighborhood. In either case, the sale would be completed within said time period and would be to a conservation buyer or buyers at fair market value at the date of purchase. Fair market value in this context shall reflect the entitlement for single family detached units set forth in the Large Scale Master Plan and this Agreement or, if the Small Scale Master Plan has been issued, as reflected in the Small Scale Master Plan for the Northside Neighborhood. The three-year period noted above shall not limit the Planning Commission's authority in connection with approval of the phasing plans required in sections 2.1.10 and 2.1.11.

2.5. **Ski-Related Development.** Subject to conditional use review, DEER VALLEY may construct a skier day lodge of a maximum of 35,000 square feet, in the approximate location depicted on Exhibit A. The day lodge shall have no day skier parking, and must have adequate emergency vehicle access. Any parking lot for the lodge shall be for the purpose of meeting temporary events, intermittent seasonal dining, and service and administrative requirements, and shall be reviewed by the planning commission as a Conditional Use. Such Conditional Uses will have a traffic mitigation plan that may include the number of events, hours of operation, shuttle bus requirements and/or a limit to the number of guests. Pursuant to a Conditional Use Permit, said temporary parking area may be located on adjacent properties. Permanent non-skier parking for the Empire Day Lodge will be considered as part of the POD B-2 Master Plan Development. Such parking shall consist of not more than 75 spaces. These parking spaces are in addition to those otherwise required or allowed under this Agreement and the LMC. DEER VALLEY shall provide deed-restricted employee/affordable housing units as defined by the City's affordable housing policy in an amount equal to 20% of the commercial Unit Equivalents approved by the City for the day lodge prior to issuance of a Certificate of Occupancy for the day lodge.

2.5.1 **Conditional Use (Administrative).** Ski terrain and ski-related development is an administrative conditional use within the Project, consistent with the Deer Valley Ski Area Master Plan depicted in Exhibit F attached hereto, provided that only two graded runs shall be allowed in ski Pod Z, with thinning and other limited vegetation removal in the balance of Pod Z for skier safety and glade skiing. Review of ski terrain and ski-related development shall include, but shall not be limited to consideration of the following:

2.5.1.1 Openings for ski trails and lifts with straight edges and uniform widths will be minimized to the greatest extent possible.

2.5.1.2 Trails that are designed for base area return or circulation between fall line areas shall be designed for appropriate grades and widths consistent with minimizing visual impact.

2.5.1.3 Lift towers shall be painted or otherwise treated to blend with the natural surroundings.

2.5.1.4 Vegetation management, re-vegetation and erosion control techniques shall be designed in accordance with the "Deer Valley Resort Company Ski Run Construction and Revegetation Standards" attached hereto as Exhibit G. The objective shall be to achieve a vegetative condition that enhances the skier experience and long term forest health. Re-vegetation shall be designed to control erosion and to restore ground cover as quickly as possible after ground disturbing activities.

2.6 Beano's Style Private Club. DEVELOPER may construct a private restaurant (Beano's Cabin at Beaver Creek-style¹¹), at a location to be determined at the CUP phase. No private parking areas or vehicular

¹¹ Beano's is a 10,000 square foot private restaurant at Beaver Creek, Colorado.

access will be allowed except (i) access and space for patron drop-off's and pick-up's, and (ii) access, loading areas and circulation for emergency, delivery and service vehicles. The size of the private restaurant shall be determined by the Planning Commission at the CUP review phase, and shall be between 7,000 and 10,000 square feet.

2.7 Silver Mine Adventure. DEVELOPER may continue to operate the Silver Mine Adventure on the Ontario Mine Site as a valid, non-conforming use. Any change or expansion of use shall be processed in accordance with the LMC in effect at the time of the DEVELOPER's submission of a complete application for the proposed expansion.

2.8 Access and Alignment of S.R. 224. DEVELOPER shall access Flagstaff Mountain by means of S.R. 224, and a private road system. DEVELOPER shall realign a portion of S.R. 224 in the approximate location set forth on Exhibit H attached hereto, and shall construct a private road system for Flagstaff Mountain in the approximate location depicted on Exhibit H. The Parties agree to the following access and alignment of the road systems within Flagstaff Mountain:

2.8.1 Alignment. Upon Planning Commission approval of the first Small Scale MPD for Flagstaff Mountain, DEVELOPER shall petition to vacate the existing S.R. 224 alignment and, if granted, shall realign and dedicate the relocated S.R. 224 right of way to a standard similar to the existing S.R. 224 (with an asphalt surface for dust control). Such alignment shall be as generally depicted on Exhibit H. DEVELOPER shall block and prohibit vehicular access over the discontinued historic alignment of S.R. 224. Access over the realigned S.R. 224 shall remain seasonal (warm weather only). Upon completion of construction thereof, to the reasonable satisfaction of the City Engineer, the City shall accept the dedication of public roads under its jurisdiction identified on Exhibit H, or as determined by the Council, upon

recommendation of the Planning Commission through the Small Scale MPD and subdivision processes.

2.8.2 Private Road. Upon Small Scale MPD approval, and only to the extent of the Small Scale MPD approval, DEVELOPER shall construct a private road system within Flagstaff Mountain, as depicted in Exhibit H, over which DEVELOPER shall maintain all-season access throughout the year. Said private road, from its point of departure from S.R. 224 to the Summit/Wasatch County line, may be converted to a public road, in which event existing S.R. 224 from said point of departure to the county line shall no longer be used as a public road.

2.8.3 Seasonal, Controlled Automobile Access. DEVELOPER shall support and shall not undermine seasonal closure of realigned S.R. 224 and shall control motorized vehicular access from S.R. 224 to the private road system to prevent vehicular through traffic.

2.8.4 Emergency Deer Valley Access. The Project's seasonal emergency secondary access is through the Deer Valley Ski Area generally as depicted on Exhibit I and crash-gated in the approximate locations shown on Exhibit I. DEER VALLEY shall provide the City and the Park City Fire Service District with keys and/or combinations to the gates. The emergency access is necessary as a controlled evacuation route and as an emergency access for fire and safety personnel and equipment only. The secondary access route is an important ski run to the Deer Valley Ski Area that, in all but the most exceptional circumstances, will be used by skiers and over-the-snow vehicles. The Park City Fire Marshall may cause the access to be plowed and placed into winter service for emergency and evacuation purposes in that

exceptional emergency situation when normal road access to Flagstaff Mountain is interrupted for an extended period.¹²

2.8.5 Controlled Snowmobile Access. Winter snowmobile access to Brighton Estates and to Bonanza Flats is presently available over portions of S.R. 224. DEVELOPER and DEER VALLEY shall allow seasonal snowmobile access to property owners and renters in Brighton Estates over those portions of S.R. 224 within the Project that are presently used or alternatively over similar portions of S.R. 224 as may be relocated. DEVELOPER and DEER VALLEY shall otherwise prevent wintertime motorized vehicular access to the extent such action is consistent with the policy of the public entity that owns S.R. 224. The current recreational snowmobile concession in Flagstaff Mountain shall be eliminated with the relocation of S.R. 224.

2.8.6 DEVELOPER's Consent to Transfer. DEVELOPER consents to cooperate with the City in any state transfer of any portion of S.R. 224.

2.9 Flagstaff Mountain Mitigation/Amenities. At the City's request, the DEVELOPER shall deliver the following mitigation and amenities as an inducement to execute this Development Agreement:

2.9.1 Trails. DEVELOPER shall construct, maintain and commit to free public use, an improved public trail system as set forth in an approved Trails Master Plan. The construction of the trails shall be phased with the progress of the development of the Project. Existing trails shall remain open to the public until provisional or final trails have been constructed. Final trail locations may vary due to field conditions and season. Relocation of any trails shall be identified in the Trails Master Plan. Where the trails pass through the Deer Valley Ski Area, or are located on non-development lands owned or controlled by Deer Valley, Deer

¹² The Park City Fire Marshall may not cause the access to be plowed simply for public convenience.

Valley shall be responsible for trail maintenance and for enforcing reasonable rules and regulations for trail use, including reasonable rules and regulations intended to prevent or minimize conflict between potential trail uses. Pedestrian and bicycle uses of the trail system shall not be prohibited or restricted without being so identified in the Trails Master Plan.

2.9.2 No Gondola Alternative. DEVELOPER shall contribute \$1,000,000 in cash to the City to be used specifically for other traffic mitigation projects in the City related to the Project. Additionally, the DEVELOPER shall (i) contribute \$10,000 toward the cost of a feasibility study, when commissioned by the City, to evaluate a potential ski amenity gondola, and (ii) contribute toward the construction of the Richardson Flats parking improvements described in the last paragraph of Section 3.1 of this Agreement, which shall be constructed in accordance with the specifications and conditions attached hereto as Schedule 3.1. The parking improvements shall be constructed in phases as established during the MPD for those improvements in cooperation with Summit County. Construction of the parking improvements will be assured through a form of completion bonding consisting of a draw-down letter of credit or other similar instrument in an amount equal to the good faith estimated cost to construct the parking improvements, but in an amount not to exceed \$1,800,000. In the event any permit application is denied such that the parking improvements cannot be constructed, the City shall be entitled to draw the entire amount of the completion bond, letter of credit or similar instrument (as the case may be), and DEVELOPER shall have no further obligation to construct the parking improvements.

2.9.3 Historic Preservation. The Historic Preservation Plan, at a minimum, shall contain an inventory of historically significant

structures located within the Project and shall set forth a preservation and restoration plan, including a commitment to dedicating preservation easements to the City, with respect to any such historically significant structures. The head frame at the Daly West site is historically significant.

2.9.4 Enhanced Environmental Protection. DEVELOPER shall limit the construction or installation of wood-burning devices to one wood-burning device in each of the 54 single-family homes in the Project. DEVELOPER shall not request approval from the City for wood-burning devices in any other attached, or detached, residential uses. Within each lodge, or hotel constructed within the Project, DEVELOPER shall have the right to construct one wood-burning device in each such lodge or hotel, except the Montage which may have three.

2.9.5 Lady Morgan Springs Open Space (Passive Use). The Lady Morgan Springs Area¹³, shall be restricted, by conservation easements acceptable to the City, and signs and monitoring, if necessary, to limit use of the area to skiing (without cutting runs, glading, or thinning trees) and daytime recreational hiking. Neither construction activity nor motorized vehicular use of any kind shall be allowed in the Lady Morgan Springs Area, except as allowed, with City staff approval, for forestry and wetlands management.

2.9.6 Open Space (Active). All land outside of the development areas (ski terrain and open space designated on Exhibit A) will be zoned as Recreation Open Space (ROS-MPD). Upon issuance of the first Small Scale MPD for any portion of the Project, DEVELOPER and DEER VALLEY shall execute a conservation easement, for the benefit of the City and a third party conservation trust (or similar entity), to limit their use of the

¹³ Described and depicted on Exhibit J, and as further defined in the Small Scale MPD process.

Flagstaff Mountain ski terrain to construction, development and operation of ski and mountain bike lifts, ski and mountain bike runs, one skier day lodge, and other similar winter and summer recreational uses and services. Such conservation easements shall prohibit any hotel, lodging, residential or commercial construction or use on ROS-zoned land in Flagstaff Mountain. Such conservation easement shall be to the reasonable satisfaction of the City and shall be first in priority in title.

2.9.7 **Open Space (Prospect Ridge).** Within 30 days of issuance of a Small Scale MPD, DEVELOPER shall grant to the City a conservation easement, with free public trail access, without encumbrances, over acreage located on Prospect Ridge, contiguous with City-owned open space. The conservation easement area on Prospect Ridge is identified on Exhibit K attached hereto. Such conservation easement shall be to the reasonable satisfaction of the City and shall be first in priority in title.

2.9.8 **Open Space (Iron Mountain).** Upon the issuance of any Small Scale MPD, for any portion of the Project, DEVELOPER shall deed restrict or transfer to Park City, the Iron Mountain Parcels with City-approved encumbrances. In connection with such dedication, DEVELOPER shall reserve to DEVELOPER the right to lease to third parties the Iron Mountain Parcels for ski and other environmentally sensitive recreational uses. Such reservation shall not include the right to cut runs, glade, or thin trees, or construct or install ski lifts or developed alpine ski runs. DEVELOPER shall also reserve the right to retain all rent, proceeds and other consideration resulting from or generated by DEVELOPER leasing the Iron Mountain Parcels to third parties for ski and recreation-related uses. DEVELOPER shall indemnify, defend and hold the City harmless from any claim

arising from DEVELOPER's or a third party lessee's use of the Iron Mountain Parcels. Nothing herein should be construed to limit or waive governmental immunity with respect to claims made against the City.

2.9.9 Neighborhood-Specific Design Guidelines. DEVELOPER shall incorporate a Master Resort Association for Flagstaff Mountain and a Project-specific Property Owners' Association for the Mountain Village and Northside Neighborhood areas to cooperatively manage certain aspects of the Project. The Design Guidelines for both the Project and Bonanza Flats must emphasize a strong, common architectural theme, and shall be enforceable by one or more of the above-mentioned Associations.

2.9.10 Public Safety. A comprehensive emergency response plan will be required. The proposal includes a public safety site, at a minimum. The final public safety and emergency access plan must be determined prior to any permit issuance and only after coordination with the affected entities, such as the Park City Fire Service District. To the extent the Montage hotel structure requires additional safety equipment or infrastructure to achieve a minimum standard that will not result in a degradation of the Park City Fire District's I.S.O. rating, and to the extent ongoing tax revenues and impact fees generated by the Montage are insufficient to cover the costs of such additional equipment and infrastructure, any such shortfall shall be paid by DEVELOPER. Changes to any applicable Technical Report must be approved by the Park City Fire Marshall.

2.9.11 Sandridge Parking Lots. Prior to the issuance of a Small Scale MPD for any portion of Flagstaff Mountain, DEVELOPER shall irrevocably offer to dedicate to the City a conversation easement, or deed, satisfactory to the City to preserve the Sandridge

Parking Lots, described in Exhibit L as a public parking facility. Such interest shall be offered with no outstanding monetary encumbrances.

2.9.12 **Sandridge Heights Property.** Developer further agrees to limit its use of its Sandridge Heights property, described in Exhibit L, to either affordable housing or open space.

2.10 **FLAGSTAFF MOUNTAIN MITIGATION MEASURES:**

2.10.1 **Water System.** DEVELOPER shall build and dedicate to the Park City Water Service District an adequate water delivery system within Flagstaff Mountain to serve the Project, including all fire flow and irrigation needs.

2.10.1.1 **Withdrawal of Water Protests.** DEVELOPER shall immediately withdraw its protests to the City's pending water change application(s) before the State Engineer and agrees not to protest future City applications before the State Engineer.

2.10.1.2 **Water Source.** DEVELOPER shall design and construct a water source and delivery system to transport water from the water source to Flagstaff Mountain and to dedicate that system to the City. DEVELOPER and the City anticipate that such delivery system will include the development of a well of sufficient capacity to serve the Project.

2.10.1.3 **Group II Rights.** The City and DEVELOPER agree to file a joint application with the State Engineer to convert to municipal use within the boundaries of the Park City Water Service District all "Group II" water rights owned by both parties. The joint application will list all mutual points of diversion, all of the City's municipal sources, and all of DEVELOPER's sources including the proposed Ontario and Empire Canyon

Wells. DEVELOPER and the City shall divide the Group II rights approved for municipal use evenly, with DEVELOPER and the City each taking ownership of one-half of the total approved rights. DEVELOPER agrees to sell exclusively to the City its portion of the approved Group II water rights and DEVELOPER's interest in its Theriot Springs and Haueter Springs water rights (Weber Decree Award #456, #467 and #468) collectively referred to herein as the "Committed Water".

2.10.1.4 **Committed Water.** Once approved for municipal use, all Committed Water shall be leased to the City at a nominal cost and will therefore be unavailable for sale to others. DEVELOPER shall dedicate the Committed Water to the City, and the City shall pay to DEVELOPER from time to time an amount equal to the water development impact fees actually collected by the Park City Water Service District from the development of Flagstaff Mountain. Each such payment from the City to DEVELOPER shall be paid within 30 days following the receipt by the Park City Water Service District of each such water development impact fee.

2.10.1.5 **Excess Water Rights.** If after ten (10) years or 90% buildout of Flagstaff Mountain and Bonanza Flats, whichever last occurs, DEVELOPER retains water rights in excess of the water demand for both projects, the City may purchase the excess water rights from DEVELOPER at fair market value based on an appraisal from a mutually agreed upon appraiser or the City may relinquish its interest in the excess water rights. The City shall elect to either purchase (some or all of the

excess water rights) or relinquish its interest in the excess water rights within 180 days of written notice of the expiration of 10 years or 90% buildout of both projects, whichever last occurs. If the City takes no action within the 180 days, City will be deemed to have relinquished its interest in the excess water rights.

2.10.1.6 Impact Fees and Water Rates. The City will charge water development and connection impact fees and water rates within the Project in an amount equal to the water development and connection impact fees and water rates charged to other water users within the Park City Water Service District, unless extraordinary costs can be identified by the City and fairly assigned to the water users within the Project.

2.10.2 Subsequent Agreements. Since the time the original Agreement was adopted and executed, the City and DEVELOPER have entered into agreements that impact, implement and/or clarify certain provisions of the original Agreement including (i) An Agreement For A Joint Well Development Program, dated January 14, 2000, (ii) a Memorandum of Understanding, dated January 14, 2000, Between Park City Municipal Corporation and United Park City Mines Company Clarifying and Implementing the Water Service and Water Source Development Provisions of the Development Agreement of June 24, 1999, and (iii) the Water Agreement dated effective as of March 2, 2007 (collectively, the Subsequent Agreements). The fact that this Agreement is styled as an amended and restated agreement shall not operate or be deemed to supersede, contravene, or amend the terms, conditions or provisions of the Subsequent Agreements.

2.10.3 Transportation and Traffic Mitigation. DEVELOPER has agreed to provide the following transportation and traffic mitigation measures.¹⁴ Prior to the issuance of a Certificate of Occupancy within the Mountain Village,¹⁵ the DEVELOPER shall provide the following to reduce the traffic anticipated by the Project:

2.10.3.1 Van and Shuttle Service. DEVELOPER shall provide for its owners, employees and guests, van and shuttle service alternatives consisting of regular circulator service within the Mountain Village and service from the Mountain Village to key destinations such as the Salt Lake International Airport, Main Street, Silver Lake, golf courses, and recreational trail heads.

2.10.3.2 Road and Intersection Improvements. Attached hereto as Exhibit M is a map and a more detailed list of improvements, which shall be constructed by DEVELOPER in satisfaction of this obligation. Prior to the construction of any of the improvements described below, the City shall review and approve or reject with suggested changes all plans, drawings and specifications with respect to the alignment and construction of such road and intersection improvements. Following DEVELOPER's completion of the construction of such improvements, DEVELOPER shall offer to dedicate such improvements to the appropriate governmental entity.

¹⁴ However, within the Small Scale MPD process, the City may conclude that these transportation and traffic measures should be reduced, and will modify DEVELOPER's obligations accordingly.

¹⁵ Except for DEER VALLEY's day lodge pursuant to paragraph 2.5 herein.

2.10.3.3

Contribution to Marsac Roundabout.

DEVELOPER shall financially participate in the reconstruction of the intersection of Marsac Avenue and Deer Valley Drive. DEVELOPER is responsible for paying its proportionate share (determined by projected traffic generation) of the City's cost of such reconstruction to mitigate the impact of the Flagstaff Mountain and Bonanza Flats projects on the intersection.

2.10.3.4

Runaway Truck Lane. DEVELOPER, or an affiliate of DEVELOPER, shall construct a runaway truck lane on the Mine Road section of S.R. 224, as described on Exhibit N attached hereto. DEVELOPER expects to dedicate the Runaway Truck Lane to UDOT.

2.10.3.5

Mine Road Widening. Upon Planning Commission recommendation, DEVELOPER shall widen the Mine Road section of S.R. 224 as described on Exhibit M attached hereto.

2.10.3.6

Mine Road Passing Lane. Upon Planning Commission recommendation, DEVELOPER shall create and dedicate a passing lane on the Mine Road section of S.R. 224 as described on Exhibit M attached hereto.

2.10.3.7

Drainage Improvements. DEVELOPER shall improve drainage to S.R. 224 as described on Exhibit M attached hereto.

2.10.3.8

Landscaping. Upon Planning Commission approval, DEVELOPER may construct and create, at DEVELOPER'S sole cost and expense, landscape improvements in the area depicted on

Exhibit M, uphill from the intersection of S.R. 224 with Hillside to act as a Project entry statement.

2.10.4

Construction Mitigation. DEVELOPER shall provide the following measures, all to the reasonable satisfaction of the City's Chief Building Official, to mitigate the impact of construction within Flagstaff Mountain. DEVELOPER shall also adhere to the usual construction impact mitigation measures required by the City. Additional reasonable site-specific mitigation measures may be required at the Small Scale MPD phase. These measures will be permanently reflected in Covenants, Conditions and Restrictions of each development parcel. The Detailed Construction Phasing Plan to be submitted by DEVELOPER to the City shall include, without limitation, provisions pertaining to:

2.10.4.1 Limits of Disturbance and Vegetation Protection for all construction, including construction of public improvements.

2.10.4.2 Construction staging, on-site batch plants, and materials stockpiling¹⁶ and recycling in the Daly West area to keep all excavated materials on site during the Project infrastructure and construction phases.

2.10.4.3 Construction traffic routing plan to minimize traffic impacts on Old Town and residential areas, by only allowing construction traffic to use current state roads, unless otherwise directed by the City.

2.10.4.4 Dust and soils monitoring and containment, along with remediation of contaminated mining waste within the areas that are disturbed during the construction of the improvements within the Project and erosion and runoff controls for the entire Project

¹⁶ Developer shall stockpile all earthen material on site.

2.10.4.5 Temporary public access trails throughout construction.

2.10.4.6 Tools and equipment storage on-site adequate to serve all construction.

2.10.5 **Employee/Affordable Housing.** DEVELOPER shall provide deed-restricted employee/affordable housing units ("Affordable Unit Equivalents" or "AUEs") as defined by the City's affordable housing policy in an amount equal to 10% of the residential Unit Equivalents and 20% of the commercial Unit Equivalents approved by the City for the Project (collectively, the "Base AUEs"). The employee/affordable housing requirement for the Project, including the Montage, is 98.9 Base AUEs. One AUE equals 800 square feet. In addition to the Base AUEs, DEVELOPER has committed to construct, off-site, 20 additional AUEs (the "Additional AUEs") as an additional community benefit for the Project. Within 24 months from the effective date of this Agreement, the DEVELOPER (or any assignee thereof) shall either (i) begin construction of the 20 Additional AUEs, or (ii) post a financial guarantee in a form acceptable to the City Attorney in favor of the City equal to 10 percent of the estimated construction costs of the Additional AUEs. Each Additional AUE shall be sold or rented at prices and terms consistent with the City's affordable housing guidelines in effect at the time a Certificate of Occupancy is issued for the AUE. The calculation of total AUEs is detailed in the following table:

<u>Type of Use</u>	<u>Unit Equivalents</u>	<u>Mitigation Rate</u>	<u>AUEs Required</u>
Residential			
Residential Units	785	0.1	78.50
Single Family Home Sites	54	0.1	5.40
Subtotal Residential	839		83.90
<u>Type of Use</u>	<u>Square Footage / 1,000 SF</u>	<u>Mitigation Rate</u>	<u>AUEs Required</u>
Commercial			
Commercial Unit Equivalents	75	0.2	15.00
Subtotal Commercial	75		15.00
Base AUEs On-Site (25%): 24.725			
Base AUEs Off-Site (75%): 74.175 *			
Total Base AUEs			98.90
Additional AUEs Contributed by Developer (located Quinns Junction)			20.00
TOTAL AUEs			118.00

*May be located at Quinns Junction, consistent with the City's approved employee/affordable housing plan.

A minimum of 25% of the Base AUEs shall be located on-site within the Project; however, at DEVELOPER'S option, any such on-site Base AUEs not actually constructed on-site or contractually committed to be constructed on-site may be constructed off-site on a 1.5-for-1 basis. DEVELOPER and the City shall consult with Mountainlands Housing Trust, or its equivalent (if any), to determine the type and location of employee/affordable housing which would be most effective in offsetting the demand generated from the Project. DEVELOPER shall provide the remaining 75% of the Base AUEs consistent with the City's approved employee/affordable housing plan. The employee/affordable housing will be phased with the Project in accordance with the approved Phasing Plan. Upon Planning Commission recommendation, the Housing Authority may direct DEVELOPER to:

- 2.10.5.1 Develop, subject to deed restrictions some of the remaining units on the 20-Acre Quinn's Junction Parcel; or
- 2.10.5.2 Donate in a form satisfactory to the City, without restrictions or encumbrances, the 20-Acre Quinn's Junction Parcel to the City in lieu of some or all of the remaining portion of DEVELOPER's affordable housing obligation; or

2.10.5.3 Build the units on an alternate parcel provided to DEVELOPER by the City. DEVELOPER must donate the 20-Acre Quinn's Junction Parcel to the City if the City offers to donate otherwise suitable land to DEVELOPER. If the City and DEVELOPER exchange parcels with respect to the new employee/affordable housing units, then DEVELOPER shall construct on such alternate parcel such number of new employee/affordable housing units, up to the required number of units, for which DEVELOPER is able to obtain approval. In no event shall the cost incurred by DEVELOPER to construct the new employee/affordable housing units on an alternate parcel provided by the City exceed the cost which DEVELOPER would have incurred to construct such new employee/affordable housing units on the 20-Acre Quinn's Junction Parcel; or

2.10.5.4 If mutually acceptable to DEVELOPER and the City, pay to the City a fee in lieu of constructing employee/affordable housing, consistent with the City's affordable housing policy, if such payment in lieu of constructing employee/affordable housing results in the construction or dedication of actual units for affordable /employee housing; or

2.10.5.5 Satisfy its obligation in a manner otherwise consistent with the City's affordable housing policy.

2.10.6 5-Year Irrevocable Offer to Annex the 20-Acre Quinn's Junction Parcel. For the next five years from the date of this Amended and Restated Agreement, DEVELOPER hereby irrevocably offers to annex the 20-Acre Quinn's Junction Parcel to the City.

SECTION III. ADDITIONAL PUBLIC BENEFITS

In addition to the foregoing, DEVELOPER offers the following inducements to contract:

- 3.1 **Richardson Flats.** DEVELOPER unconditionally offers to annex Richardson Flats to the City and, regardless of the annexation of Richardson Flats, to restrict development of Richardson Flats to one of the following options to be selected by DEVELOPER, at DEVELOPER'S sole discretion:

Option 1. Under Option one DEVELOPER must limit the use of Richardson Flats to golf (with the requisite clubhouse, maintenance buildings and other related improvements), equestrian uses (including the construction of an arena or indoor equestrian center), and/or such other public recreational opportunities or special events as the City may deem proper. In the event DEVELOPER is able to obtain necessary approvals from EPA and/or DEQ, then DEVELOPER must construct on Richardson Flats a golf course, clubhouse, and driving range with adequate¹⁷ provisions for defined public access.

Option 2. Under Option two, DEVELOPER must limit the use of Richardson Flats to an 18-hole golf course (with the requisite clubhouse, maintenance buildings and other related improvements)¹⁸ and would make available to the City a site for a second 18-hole golf course. The site to be donated to the City would not include land in need of environmental remediation. If a second golf course is constructed under Option two, then the City and DEVELOPER shall work cooperatively to develop shared facilities such as a driving range and golf maintenance shops.

Option 3. If, after diligent efforts, DEVELOPER cannot receive EPA or DEQ approval of the aforementioned recreational

¹⁷ The course must be operated to maximize play.

¹⁸ Under Option 2 DEVELOPER may in the City's sole discretion be afforded the right to use Richardson Flats for such other public recreational opportunities or special events as the City may deem proper.

improvements, DEVELOPER will perpetually deed restrict Richardson Flats to prevent further development.¹⁹

In addition to the foregoing provisions, DEVELOPER shall, in part as an additional public benefit and in part as a traffic mitigation measure, provide the City with fee title (unless the City otherwise agrees to a long term lease) to 30 acres at Richardson Flats. Such acreage will be used only for ball fields or similar recreational spaces, and improvements related thereto, and parking. On this acreage, DEVELOPER will provide a parking area which may be paved and which will accommodate segregated Montage and Empire Pass parking (up to 100 spaces), and parking for the City (up to 650 spaces), for a total of up to 750 spaces. This parking area will also serve as the location for Montage construction parking, and DEVELOPER or Montage shall be responsible for providing or arranging construction parking shuttles. The parking improvements may be constructed in phases. DEVELOPER will have naming rights for the ball fields or similar recreational spaces, and will not select a name that is inappropriate. The parking improvements (excluding the 100 dedicated Montage spaces and spaces required for construction parking and other operational needs) may be used by the City for reasonable ancillary uses such as special events.

3.2

Open Space/Transit Management Fund. DEVELOPER shall pay on each transfer of DEVELOPER's land, and shall separately covenant with all successors in interest in a manner which runs with the land, to assess a 1% Open Space/Transit Management Fee on the gross sales price of all real property within the Project. 50% of the Open Space/Transit Management Fee shall belong to the Flagstaff Mountain Master Resort

¹⁹ The timing of Richardson Flats development shall be addressed in the Construction Phasing and General Infrastructure Phasing Plans required in Sections 2.1.10 and 2.1.11 with development commencing as early as possible.

Association to reduce Master Resort Association dues associated with obligations assumed herein or to enhance the Master Resort Association's service to its members. 50% of the Open Space/Transit Management Fee shall be paid to the City to assist in funding the costs and expenses for enhanced transportation to the Project, recreation improvements and/or open space acquisition, maintenance or preservation. This Open Space/Transit Management Fee shall not apply to the transfer of real property within the Project either solely as security for financing (e.g. mortgage) or for nominal consideration solely to initially capitalize the development entity. DEVELOPER acknowledges that the Project requires an open space management fee to mitigate the adverse effects of the Project. As such, DEVELOPER covenants that it will pay this fee as a contractual obligation, and not as a regulated entity. DEVELOPER shall vigorously defend the imposition of such fees. DEVELOPER shall not take any action (contractually, judicially, or legislatively) to challenge or otherwise adversely affect the enforceability of the Open Space/Transit Management Fee as a valid and enforceable real covenant.

SECTION IV. IMPACT FEES/PLAN CHECK FEES

- 4.1 **Conditions of Approval and Impact Fees.** With respect to the development of Flagstaff Mountain, DEVELOPER accepts and agrees to comply with the impact, connection and building fees of the City currently in effect, or as amended, to the extent the amended fees are applied uniformly within an impact fee district. DEVELOPER acknowledges that the Project requires infrastructure supported by impact fees and finds the fees currently imposed to be a reasonable monetary expression of exactions that would otherwise be required at this time. As such, DEVELOPER covenants that it will pay impact fees as a contractual obligation, and not exclusively as a regulated entity. If the state legislature disallows the imposition of a regulatory impact fee, DEVELOPER will pay those impact fees in effect at the time of such change in state law throughout the remaining buildout of the Project. Further DEVELOPER

agrees to pay plan check fees in the amount of 65% of the building permit fee.

SECTION V. BONANZA FLATS DEVELOPMENT PARAMETERS

5.1 Restrictions on Bonanza Flats Development. DEVELOPER covenants that it will never apply, nor assist in any application, to the City or to Wasatch County for the development of Bonanza Flats in excess of the following maximum densities. Further, DEVELOPER shall amend its development application with Wasatch County, and shall restrict development in Bonanza Flats to the following maximum densities:

5.1.1 A maximum of 260 residential units (280 Unit Equivalents), of which no more than 160 units shall be Bonanza Flats single family home sites.

5.1.2 An 18-hole golf course, including the construction of no larger than a 20,000 sq. ft club house and other golf-related facilities, with Nordic skiing thereon during the winter, all as generally depicted on Exhibit O.

5.1.3 75,000 square feet of resort-related commercial uses.

5.1.4 Alpine and Nordic ski terrain, ski runs, ski lifts and other ski-related improvements, all as depicted on Exhibit O.

5.2 Wasatch County Approval of Bonanza Flats Development Proposal: DEVELOPER has a pending application in Wasatch County, with respect to Bonanza Flats, requesting density far in excess of that which the City regards as appropriate. As an inducement for the City to enter into this Agreement, DEVELOPER agrees to amend its development application with Wasatch County in order to reflect the terms and conditions of this Agreement regarding the development of Bonanza Flats. City's contractual restrictions on Bonanza Flats development are in no respect an endorsement of development on Bonanza Flats. DEVELOPER agrees that the portions of Bonanza Flats, as described on Exhibit C attached hereto, which are not to be developed shall be subjected to restrictive covenants or conservation easements, dedicated to a third party conservation trust (or

similar entity), in a form acceptable to the City, so that the real property which is not to be developed shall be limited in perpetuity to recreational and open-space uses. DEVELOPER and the City acknowledge that the annexation of Bonanza Flats to the City is not being considered at this time by either the City or by DEVELOPER.

5.3 **Snyderville Basin Sewer Improvement District Annexation.**

Snyderville Basin Sewer Improvement District ("SBSID") must agree to annex Bonanza Flats and agree to provide sewer service within Bonanza Flats if Park City is to provide water service to the area. SBSID capacity shall be restricted in size to accommodate no more than the restricted densities agreed to herein. If Wasatch County approves the use of Park City water for culinary use in Bonanza Flats, then DEVELOPER must apply for and pursue annexation to SBSID.

5.4 **Annexation.** If Wasatch County recommends that DEVELOPER seek annexation to the City of Bonanza Flats, then DEVELOPER shall request that the City annex Bonanza Flats. In the event that DEVELOPER requests that the City annex Bonanza Flats, the City anticipates the execution of an interlocal agreement with Wasatch County to address fiscal issues in connection with the City's annexation of Bonanza Flats.

5.5 **Request for Transfer of Bonanza Flats Density to Flagstaff Mountain.**

DEVELOPER may seek approval from the City of additional density within Flagstaff Mountain in exchange for DEVELOPER transferring approved density from Bonanza Flats and deed restricting such land as open space. City's contractual restrictions on development in Bonanza Flats in no way shall be construed as an endorsement of such densities either in Bonanza Flats nor transferred to the Mountain Village. Upon DEVELOPER's request, the City would consider such transfer. If favorably inclined to entertain such density transfer, the City would attempt in good faith to negotiate an interlocal agreement with Wasatch County to address fiscal issues associated with such action. In connection with any such request by DEVELOPER, the City may give higher priority

to the transfer of multifamily or lodging units and may consider many factors, including but not limited to the following:

- 5.5.1 The location and quality of open space within the Bonanza Flats property that would occur as a result of the transfer;
- 5.5.2 The suitability of increased density in the Mountain Village;
- 5.5.3 The potential reduction of traffic;
- 5.5.4 The potential positive impacts on the transportation system;
- 5.5.5 The visual and other impacts to the Mountain Village; and
- 5.5.6 The positive and negative impacts to the Bonanza Flats Property.

5.6 **Private Road.** Consistent with an approved phasing plan for Flagstaff Mountain, DEVELOPER may construct a private controlled access road between the Flagstaff Mountain and the Bonanza Flats development areas, provided that such private road is properly controlled to prevent through access to adjacent properties and deed restricted to prevent its extension beyond the terminus depicted in Exhibit C.

5.7 **Water Service.** DEVELOPER and the City acknowledge and agree that water service and sewer service to Bonanza Flats should be provided from the same basin in order to avoid any trans-basin transfer issues. Inasmuch as the City shall be providing water service to the Project, the City and DEVELOPER desire that the City provide water service to Bonanza Flats as well. If Wasatch County: 1) approves DEVELOPER's amended proposal for the limited development of Bonanza Flats detailed herein, and 2) approves DEVELOPER's proposal that the City provide water service to Bonanza Flats, then, subject to a City-approved infrastructure phasing plan, DEVELOPER shall build and dedicate to the Park City Water Service District an adequate water delivery system, to service Bonanza Flats, including all fire flow and irrigation needs. DEVELOPER shall work cooperatively with the City to develop a water source or sources, including, but not limited to, making well sites, water rights and easements available to the City. The City shall provide culinary water to Bonanza Flats according to the terms of this Agreement. DEVELOPER will

construct all infrastructure, including a source of water necessary to provide water service to Bonanza Flats. City water development and connection fees, as well as water rates, shall be the same as those imposed in the Project, unless the City can identify and fairly assign extraordinary costs to end users within Bonanza Flats. No water from a Weber Drainage Basin source shall be used for outdoor uses in Bonanza Flats.

5.8 **No Annexation Alternative.** If Bonanza Flats is not annexed into the City, and if the requirements described in Sections 5.3, 5.6 and 5.7 are satisfied, then DEVELOPER shall not build within Bonanza Flats more than the units described in Section 5.1 above.

5.9 **Conditions of Development of Bonanza Flats.** Regardless of the annexation of Bonanza Flats to the City, DEVELOPER agrees to the following:

5.9.1 The residential and commercial units constructed within Bonanza Flats shall not be located adjacent to the lakes within the Bonanza Flats property.

5.9.2 If Bonanza Flats is developed, but is not annexed DEVELOPER agrees to provide employee/affordable housing units consistent with its obligations in the Flagstaff Mountain annexation.

5.9.3 Within Bonanza Flats, DEVELOPER shall limit the construction of wood-burning devices to one wood-burning device per single family unit. DEVELOPER shall not request approval from Wasatch County or from the City for wood-burning devices in any other attached, or detached, residential uses. Within each lodge, or hotel constructed within Bonanza Flats, DEVELOPER may construct one wood-burning device in each such lodge or hotel.

5.9.4 DEVELOPER shall pursue an interlocal agreement with Wasatch County whereby the Park City Fire Protection District will provide fire protection services within Bonanza Flats.

5.9.5 Upon realignment of S.R. 224, DEVELOPER shall prohibit

commercial snowmobile use within Bonanza Flats.

SECTION VI. AMENDMENT OF AGREEMENT AND DEVELOPMENT PLAN

- 6.1 This Agreement may be amended from time to time by mutual written consent of the Parties.

SECTION VII. IMPLEMENTATION OF THIS AGREEMENT

- 7.1 **Processing and Approvals.** Site specific plans shall be deemed proposed Small Scale Master Plans and shall be subject to the process and limitations set forth in the Park City Municipal Corporation Land Management Code that is in effect when the DEVELOPER submits a complete application for a Small Scale MPD.

- 7.2 **Cooperation in the Event of Legal Challenge.** If any third party challenges the validity, or any provision, of this Agreement, (1) the Parties shall cooperate in defending such action or proceeding, and (2) DEVELOPER shall hold harmless, and shall indemnify the City for all costs (including attorneys' fees) associated with defending this Agreement. Nothing herein shall be construed as a waiver of governmental immunity, as applicable.

- 7.3 **Impossibility of Performance.** If this Agreement is delayed in its effect by actions beyond the control of City or DEVELOPER, this Agreement shall remain in full force and effect during such delay. If such delay in the effect of this Agreement extends for a period of more than one year, this Agreement shall be terminable by DEVELOPER or the City upon written notice to the other at any time after such initial one-year period. In the event of termination, all rights and obligations hereunder shall be deemed terminated, provided, however, that the parties shall cooperate to return to the status quo ante.

Section VIII. GENERAL PROVISIONS

- 8.1 **Covenants Running with the Land.** The provisions of this Agreement shall constitute real covenants, contract and property rights and equitable servitudes, which shall run with all of the land subject to this Agreement. The burdens and benefits hereof shall bind and inure to the benefit of each

of the Parties hereto and all successors in interest to the Parties hereto. All successors in interest shall succeed only to those benefits and burdens of this Agreement which pertain to the portion of the Project to which the successor holds title. Such titleholder is not a third party beneficiary of the remainder of this Agreement or to zoning classifications and benefits relating to other portions of the Project.

8.2 **Transfer of Property.** DEVELOPER and DEER VALLEY shall have the right, without obtaining the City's consent or approval, to assign or transfer all or any portion of its rights, but not its obligations, under this Agreement to any party acquiring an interest or estate in the Project, or any portion thereof. Third party assumption of DEVELOPER's or DEER VALLEY's obligations under this Agreement shall not relieve DEVELOPER or DEER VALLEY of any responsibility or liability with respect to the expressly assumed obligation, unless the City expressly agrees in writing to the reduction or elimination of DEVELOPER's or DEER VALLEY's responsibility or liability. DEVELOPER and DEER VALLEY shall provide notice of any proposed or completed assignment or transfer. If DEVELOPER or DEER VALLEY transfers all or any portion of the property comprising Flagstaff Mountain, Richardson Flats, Sandridge or Bonanza Flats, the transferee shall succeed to all of DEVELOPER's or DEER VALLEY's rights under this Agreement. To the extent the City believes (in its sole discretion, considering the totality of the DEVELOPER's and/or DEER VALLEY's obligations) that the successor in interest has ample resources to secure the City's rights under this Agreement, the City may release DEVELOPER and/or DEER VALLEY from its proportionate liability under this Agreement.

8.3 **No Agency, Joint Venture or Partnership.** It is specifically understood and agreed to by and among the Parties that: (1) the subject development is a private development; (2) City, DEER VALLEY and DEVELOPER hereby renounce the existence of any form of agency relationship, joint venture or partnership among City, DEER VALLEY and DEVELOPER;

and (3) nothing contained herein shall be construed as creating any such relationship among City, DEER VALLEY and DEVELOPER.

SECTION IX. MISCELLANEOUS

9.1 **Incorporation of Recitals and Introductory Paragraphs.** The Recitals contained in this Agreement, and the introductory paragraph preceding the Recitals, are hereby incorporated into this Agreement as if fully set forth herein.

9.2 **Other Miscellaneous Terms.** The singular shall include the plural; the masculine gender shall include the feminine; "shall" is mandatory; "may" is permissive.

9.3 **Severability.** If any provision of this Agreement or the application of any provision of this Agreement to a particular situation is held by a court of competent jurisdiction to be invalid or unenforceable, the remaining provisions of this Agreement shall continue in full force and effect.

9.4 **Construction.** This Agreement has been reviewed and revised by legal counsel for DEVELOPER, DEER VALLEY and the City, and no presumption or rule that ambiguities shall be construed against the drafting Party shall apply to the interpretation or enforcement of this Agreement. Since the time the original Agreement was adopted and executed, many of the DEVELOPER'S obligations hereunder have been satisfied. The fact that this Agreement is styled as an amended and restated agreement shall not be deemed or construed to reinstate the DEVELOPER obligations that have been satisfied as of the date hereof.

9.5 **Notices.** Any notice or communication required hereunder between the Parties must be in writing, and may be given either personally or by registered or certified mail, return receipt requested. If given by registered or certified mail, the same shall be deemed to have been given and received on the first to occur of (i) actual receipt by any of the addressees designated below as the Party to whom notices are to be sent, or (ii) five (5) days after a registered or certified letter containing such notice, properly addressed, with postage prepaid, is deposited in the United States

mail. If personally delivered, a notice is given when delivered to the Party to whom it is addressed. Any Party hereto may at any time, by giving ten (10) days written notice to the other Parties hereto, designate any other address in substitution of the address to which such notice or communication shall be given. Such notices or communications shall be given to the Parties at the address set forth below:

If to City to:

City Manager
445 Marsac Ave.
P.O. Box 1480
Park City, UT 84060

Copy to:

City Attorney
445 Marsac Ave.
P.O. Box 1480
Park City, UT 84060

If to DEVELOPER to:

United Park City Mines Company
c/o David J. Smith
P.O. Box 1450
Park City, UT 84060

Copy to:

Clark K. Taylor
VanCott Bagley Cornwall & McCarthy
P. O. Box 45340
Salt Lake City, Utah 84145

If to DEER VALLEY:

Deer Valley Resort Company
Attn: Bob Wheaton, President
2250 Deer Valley Drive South
P.O. Box 889
Park City, Utah 84060

Copy to:

General Counsel
Royal Street Corporation
7620 Royal Street East, Suite 205
P.O. Box 3179
Park City, Utah 84060

9.6 **No Third Party Beneficiary.** This Agreement is made and entered into for the sole protection and benefit of the Parties and their assigns. No other party shall have any right of action based upon any provision of this Agreement whether as third party beneficiary or otherwise.

9.7 **Counterparts and Exhibits.** This Agreement is executed in four (4) duplicate counterparts, each of which is deemed to be an original. This Agreement consists of forty-two (42) pages, including notary acknowledgment forms, and in addition, sixteen (16) exhibits, which constitute the entire understanding and agreement of the Parties to this Agreement. The following exhibits are attached to this Agreement and incorporated herein for all purposes:

- | | |
|-----------|--|
| Exhibit A | Map and Legal description of Flagstaff Mountain |
| Exhibit B | Map and Legal description of the Iron Mountain
Parcels |
| Exhibit C | Map and Legal description of Bonanza Flats |
| Exhibit D | Map and Legal description of Richardson Flats |
| Exhibit E | Map and Legal description of 20-Acre Quinn's
Junction Parcel |
| Exhibit F | Deer Valley Ski Area Master Plan |
| Exhibit G | Deer Valley Resort Company Ski Run Construction
and Revegetation Standards |
| Exhibit H | Guardsman Realignment |
| Exhibit I | Emergency Access |
| Exhibit J | Lady Morgan Springs Open Space Area |
| Exhibit K | Approximate Location of Prospect Ridge Open
Space |
| Exhibit L | Map and Legal description of Sandridge Parking
Lots and Sandridge Heights parcels |
| Exhibit M | Road and Intersection Improvements Detail |
| Exhibit N | Runaway Truck Lane |
| Exhibit O | Bonanza Flats golf course and ski improvements |

Exhibit P Zoning Map for Flagstaff Mountain

9.8 **Attorneys' Fees.** In the event of a dispute between any of the Parties arising under this Agreement, the prevailing Party shall be awarded its attorneys' fees and costs to enforce the terms of this Agreement.

9.9 **Duration.** This Agreement shall continue in force and effect until all obligations hereto have been satisfied. DEVELOPER shall record the approved annexation plat for Flagstaff Mountain within 30 days of the City's adoption of an annexation ordinance to annex Flagstaff Mountain. The Large Scale Master Plan for Flagstaff Mountain granted herein shall continue in force and effect for a minimum of four years from its issuance and shall be effective so long as construction is proceeding in accordance with the approved phasing plan. Upon expiration of the minimum four-year period, approval will lapse after two additional years of Inaction following the expiration of such four-year period, unless extended for up to two years by the Planning Commission.

IN WITNESS WHEREOF, this Agreement has been executed by UPCM and by DEER VALLEY by persons duly authorized to execute the same and by the City of Park City, acting by and through its City Council effective as of the 2nd day of March, 2007.

PARK CITY MUNICIPAL CORPORATION

By: *Dana Williams*
Dana Williams, Mayor

ATTEST: City Clerk

By: *Janet Scott*
Janet Scott, City Recorder

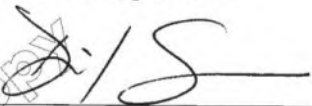
APPROVED AS TO FORM:

Mark D. Harrington
Mark D. Harrington, City Attorney



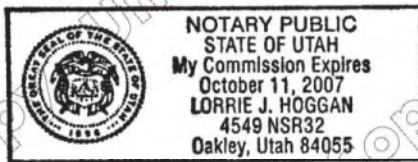
DEVELOPER:

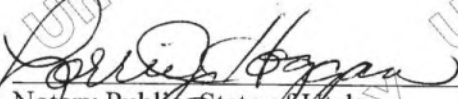
United Park City Mines Company,
a Delaware corporation


David J. Smith, Authorized Signing Officer

STATE OF UTAH)
 : ss
COUNTY OF SUMMIT)

On this 28th day of February, 2007 before me, Lorrie J. Hoggan, the undersigned
Notary Public, personally appeared David J. Smith, personally known to me to be the
Authorized Signing Officer of United Park City Mines Company, on behalf of the
corporation named herein, and acknowledged to me that the corporation executed it.
Witness my hand and official seal.



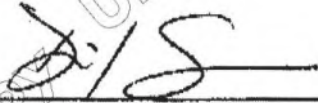

Notary Public, State of Utah
Residing in Oakley, Utah

DEER VALLEY RESORT COMPANY,
a Utah limited partnership
By: Royal Street of Utah, a Utah corporation,
General Partner

By: _____
Robert Wells, Vice President

DEVELOPER:

United Park City Mines Company,
a Delaware corporation



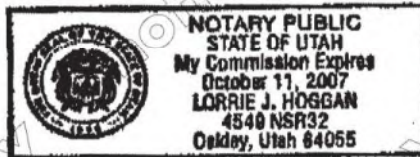
David J. Smith, Authorized Signing Officer

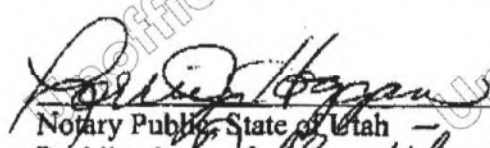
STATE OF UTAH)

: ss

COUNTY OF SUMMIT)

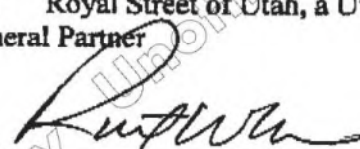
On this 28th day of ~~March~~ ^{February}, 2007 before me, Lorrie J. Hoggan, the undersigned Notary Public, personally appeared David J. Smith, personally known to me to be the Authorized Signing Officer of United Park City Mines Company, on behalf of the corporation named herein, and acknowledged to me that the corporation executed it. Witness my hand and official seal.




Notary Public, State of Utah
Residing in Oakley, Utah

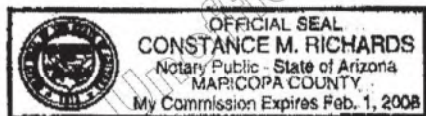
DEER VALLEY RESORT COMPANY,
a Utah limited partnership

By: Royal Street of Utah, a Utah corporation,
General Partner

By: 
Robert Wells, Vice President

ARIZONA
STATE OF UTAH)
MAPICOPA : ss
COUNTY OF SUMMIT)

On this 1 day of MARCH, 2007 before me, Constance M Richards, the undersigned Notary Public, personally appeared **Robert Wells**, personally known to me to be the Vice President of Royal Street of Utah, on behalf of the corporation named herein, and acknowledged to me that the corporation executed it. Witness my hand and official seal.



Constance M Richards
Notary Public, State of Utah AZ
Residing in Maricopa County, AZ

SCHEDULE 3.1

RICHARDSON FLATS PARKING AREA SPECIFICATIONS

Talisker or United Park City Mines Company will provide the City with fee title (unless the City otherwise agrees to a long term lease) to 30 acres at Richardson Flats (map attached). The use of this land is provided on the basis that it will be only for ball fields or similar recreational spaces (and related improvements) and parking. On this acreage, Talisker will provide a paved area which will accommodate segregated Montage and Empire Pass parking (up to 100 spaces) and parking for the City (up to 650 spaces) for a total of up to 750 spaces. The cost of improving the existing County road leading to the site shall be paid for by the Developer, and shall be subject to a late comer's agreement. The parking improvements shall be constructed in phases as established during the MPD for those improvements in cooperation with Summit County. The parking improvements (excluding the 100 dedicated Montage spaces and spaces required for construction parking and other operational needs) may be used by the City for reasonable ancillary uses such as special events. Construction of the parking improvements will be assured through a form of completion bonding consisting of a draw-down letter of credit or other similar instrument in an amount equivalent to the good faith estimated cost to construct the parking improvements, but in an amount not to exceed \$1,800,000. In the event any permit application is denied such that the parking improvements cannot be constructed, the City shall be entitled to draw the entire amount of the completion bond, letter of credit or similar instrument (as the case may be), and DEVELOPER shall have no further obligation to construct the parking improvements.

Additional specifications are as follows:

1. Adequate space will be provided for drainage & snow storage.
2. The area will have reasonably flat terrain.
3. The parking lot will allow adequate bus travel through the parking area.
4. An allowance for signs and street lights is included.
5. The lot will be paved to accommodate the weight of City busses, in accordance with applicable Summit County construction standards and/or the Park City Construction Specifications and Standard Drawings as reasonably applied by the City engineer and the DEVELOPER'S design engineer.

The precise layout and cost of the ball fields or similar recreational spaces within the 30 acre parcel, and improvements related thereto, are the City's responsibility.

PROJECT TOTALS
 650 City Parking Spaces
 100 Montage Parking Spaces
 750 Total Parking Spaces- 6.98 Acres
 Land for City Sports Fields- 23.02 Acres

RICHARDSON FLATS
 Park City, Utah

Conceptual Site Plan (Permit Submittal)

October 10, 2006

CLIENT: Valley
 ARCHITECT
 CONSULTANTS
 34 S. 100 E.

HART HOWERTON
 1000 S. 100 E.
 PARK CITY, UT 84302
 435.241.1111
 www.hart-howerton.com

RECORDER'S NOTE
 LEGIBILITY OF WRITING, TYPING OR
 PRINTING UNSATISFACTORY IN THIS
 DOCUMENT WHEN RECEIVED.

Southeast Quinn's Junction Annexation Petition



Submittal Requirements

Requirement	Location Answered
1. Applicant and Notification Information	-
a. Names, mailing addresses and envelopes of property owners within annexation area	Provided
b. Names, mailing addresses and envelopes of property owners within a half-mile	Provided
2. Plat Map	Exhibits
3. Existing conditions site plan, a map showing a half-mile offset, including names, addresses, and property boundaries of all property owners within the annexation area	Exhibits and Report Section I
4. Title Report	Provided
5. Land Use Analysis:	-
a. Slope, wetlands, natural drainage, vegetation, slope, wildlife habitat, view corridors, and significant geologic features	Exhibits and Report Section I
b. Existing and proposed road systems and easements	Exhibits and Report Section III
c. Proposed utility extension plans	Discussed in Report Section IV
d. Location of proposed public and private open space, recreation areas, trails, and trail easements	Exhibits and Report Section V
e. Proposed land uses including type, density, and if applicable, timing of build out of residential and commercial areas	Exhibit (Current Land Use) and Report Section VI
f. Proposed community facilities	Report Section VII
g. Consistency with the current General Plan	Report Section XI
h. A statement for timetable of development	Report Section VIII
6. Affordable housing plan	Report Section IX
7. Project phasing plan and construction mitigation plans	N/A

Southeast Quinn's Junction Annexation Petition



8. Public Utilities and essential services analysis including:	-
a. School impact analysis	Report Section X(a)
b. Capacity of existing sewer trunk line and treatment facilities	Report Section X(b)
c. Capacity and availability of solid waste collection, animal control, and other services	Report Section X(c)
d. A full disclosure statement of any and all water owned of historically utilized on the property to be annexed, and statement on price to sell water to city	Report Section X(d)
9. Fiscal impact analysis	-
a. Current and five-year projections of demographics	Section XII
b. Projected growth	"
c. The present and future annual projected revenue to the City	"
d. The projected tax impact over ten years	"
e. Present and future costs of government services	"
10. Long-Term Community Impacts	Section XIII
Other studies and analysis as necessary	Appendix



October 8, 2021

Re: Notice of *Notice of Intent to File a Petition under Utah Code section 10-2-403(2)(a)(i)*

Attention Affected Entity,

You are an Affected Entity defined by Utah Code section 10-2-401(1)(a). This Notice of Intent to File a Petition is required by Utah Code section 10-2-403(2)(a)(i). Included with this Notice of Intent is an accurate map of the area that is proposed to be annexed.

A written request has also been sent to Summit County, asking that the statutorily required notice under Utah Code section 10-2-403(2)(b)(iii) be mailed to owners of real property in the area to be annexed and owners of real property located within 300 feet of the area proposed to be annexed.

Yours,

A handwritten signature in black ink, appearing to read "Matt Dias". The signature is stylized with a large, sweeping "M" and a cursive "Dias".

Matt Dias
City Manager



October 8, 2021

Re: Notice of Notice of Intent to File a Petition under Utah Code section 10-2-403(2)(a)(i)

Attention Park City Recorder,

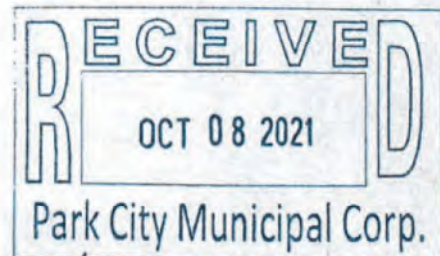
This Notice of Intent to File a Petition is required by Utah Code section 10-2-403(2)(a)(i). Included with this Notice of Intent is an accurate map of the area that is proposed to be annexed. A copy of this Notice of Intent has also been sent to each affected entity, as defined by Utah Code section 10-2-401.

A written request has also been sent to Summit County, asking that the statutorily required notice under Utah Code section 10-2-403(2)(b)(iii) be mailed to owners of real property in the area to be annexed and owners of real property located within 300 feet of the area proposed to be annexed. That request includes a proposed copy of the notice to property owners, which is included with this letter as a courtesy.

Yours,

A handwritten signature in black ink, appearing to read "Matt Dias".

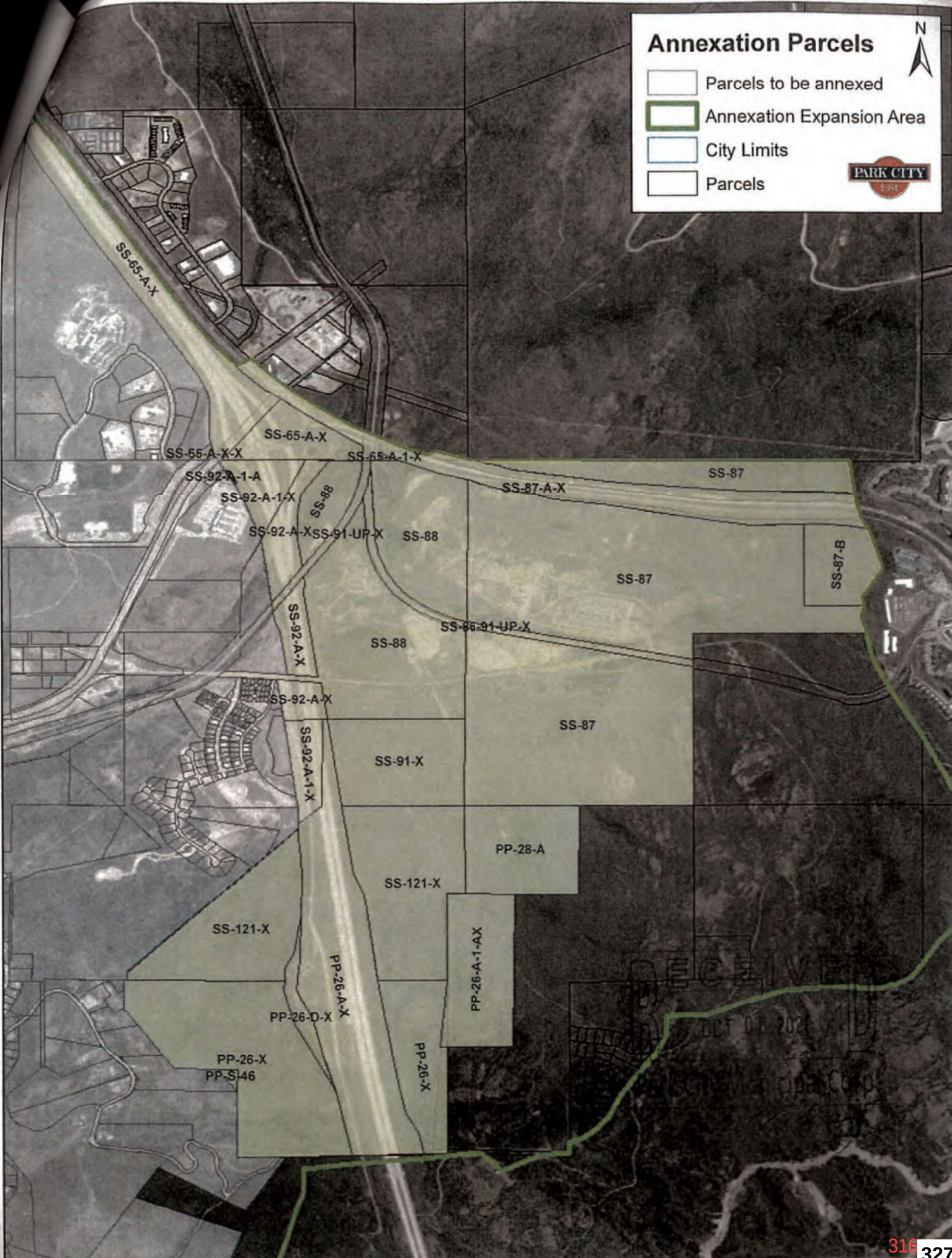
Matt Dias
City Manager



A handwritten signature in blue ink, appearing to read "Leah V. Long".

Annexation Parcels

-  Parcels to be annexed
-  Annexation Expansion Area
-  City Limits
-  Parcels



RECEIVED
OCT 06 2021
SHERMAN COUNTY CO



FOREVER / USA



Park City Municipal Corporation • P.O. Box 1480 • Park City, UT 84060

Park City Fire Protection Distri
PO Box 980010
Park City, UT 84098-0010



Park City Municipal Corporation • P.O. Box 1480 • Park City, UT 84060

Brian Hanton
Snyderville Basin Recreation
5715 Trailside Drive
Park City, UT 84098



Park City Municipal Coporation • P.O. Box 1480 • Park City, UT 84060

Bryan Atwood
Snyderville Basin Water
Reclamation District
2800 Homestead Road
Park City, UT 84098



FOREVER / USA



Park City Municipal Corporation • P.O. Box 1480 • Park City, UT 84060

Tage Flint
Weber Basin Water
Conservancy District
2837 E Hwy 193
Layton, UT 84040



FOREVER / USA



Park City Municipal Corporation • P.O. Box 1480 • Park City, UT 84060

Mountain Regional Water Dist
PO Box 982320
Park City, UT 84098



Park City Municipal Corporation • P.O. Box 1480 • Park City, UT 84060

Summit County Recorder
Rhonda Francis
PO Box 128
Coalville, UT 84017



Park City Municipal Corporation • P.O. Box 1480 • Park City, UT 84060

Summit Water Distribution
Company
8506 Bluebird Lane
Park City, Utah 84098



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Park City Municipal Corporation • P.O. Box 1480 • Park City, UT 84060

Summit Co. Wildland Fire
Service Area
PO Box 128
Coalville, UT 84017



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Park City Municipal Corporation • P.O. Box 1480 • Park City, UT 84060

Board Chair
Park City Water Service District
PO Box 1480
Park City, UT 84060



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Park City Municipal Corporation • P.O. Box 1480 • Park City, UT 84060

Summit Mosquito Abatement
District
PO Box 523
Coalville, UT 84017

Eve Furse
Summit County Clerk
efurse@summitcounty.org
435-336-3203



60 North Main Street
Po Box 128
Coalville, UT 84017

CERTIFICATE OF MAILING

I do hereby certify that I mailed a true and correct copy of the Park City Municipal Proposed Annexation Notice to the following by first class mail on October 13, 2021:

AMEZQUITA EDGAR
ASTORGA FRANCISCO
BIG HOSS PROPERTIES LLC
BIGATEL TODD A
BROWN KEVIN W
CLOUSE EDWARD B JR
CRONIN SEAN
E22 LLC
FORESTDALE INVESTMENTS LLC
FRANCIS CORY LEE
GAMMON LYNSEY
G-BAR VENTURES LLC
GERTZ EVA JOBANA
GMG II INVESTMENT LLC
GOLIATH PARTNERS LLC
HAAGA PAUL G III TRUSTEE
HALL KRISTEN HOLCOMB
HATCH SUSAN MARLENE
HIDEOUT COMMUNITY ADVANCEMENT AND
DEVELOPMENT LLC
I-40 STORAGE (DE) LLC
IHC HEALTH SERVICES INC
IMRIE SAMANTHA T
IVORY DEVELOPMENT LLC
IVORY LAND CORPORATION
JAGER LINDA P
JORDANELLE STORAGE PARK LLC
JOURNEY TAYLOR
LABOV DANIEL TRUSTEE
LACY K2 LLC
LAFARGA JANICE

LEE SHANNON L
LESLIE KATHRYN HOOD
LONG TRICIA
MARSHALL SHELLEY LYNN
MCKENNA MEGAN MARIE
NAGEL MATTHEW THOMAS
NICHOLAS DAVID
NICHOLS ENTERPRISES LLC
NOVELLE DIANA JO
OLSON NATHAN
PARK CITY AUTO CENTER INC
PARK CITY FIRE SERVICE DISTRICT
PARK CITY HEIGHTS MASTER ASSOCIATION
PARK CITY MUNICIPAL CORPORATION
SFP FORESTDALE LLC
SOUTH POINT UTAH LLC
SPACE PLACE ANNEX LLC
STATE OF UTAH
STAUFFER TARA
STEELE MEGAN S
STEPHENS TAMARA
STICHING MAYFLOWER MOUNTAIN FONDS
STICHTING MAYFLOWER RECREATIONAL
FONDS
SUCIK RONALD M II
SUMMIT COUNTY
SUNDBORN LLC
TALLERIN KENNETH H/W (JT)
TOPMARK INVESTMENTS LLC
UNITED PARK CITY MINES COMPANY
UNITED STATES OF AMERICA

UNITED STATES OF AMERICA/INTERIOR DEPT
UTAH DEPARTMENT OF TRANSPORTATION
UTAH DEPT OF TRANSPORTATION
WEST AMANDA
WESTERN REAL ESTATE DEVELOPMENT LLC
WILLIS LAURA M
WILKINSON MICHAEL D

JORDANELLE SPECIAL SERVICE DIS
DORTMUND HOLDINGS LC
EMP PARK CITY LLC
BB PARTNERS LLC
WIENER DAVID MICHEL TR
BRULECREEK UT HOLDINGS LLC
PROMONTORY INVESTMENTS LLC

DATED this 13th day of October, 2021.




Signature
Jessika O'Brien
Deputy Clerk
On behalf of Eve Furse
Summit County Clerk



Office of the City Manager

Summit County
Attn: Tom Fisher, County Manager
60 N. Main Street
P.O. Box 128
Coalville, Utah 84017
tfisher@summitcounty.org
435.336.3200

October 8, 2021

Re: Request under Utah Code section 10-2-403(2)(b) for Summit County to provide notice to property owners.

Dear Mr. Fisher,

A Notice of Intent to File a Petition to Annex was filed with Park City Municipal Corporation (PCMC) on October 8, 2021. Following Utah Code section 10-2-403(2)(b), this written request asks Summit County to mail the statutorily required notice to owners of real property in the area to be annexed and owners of real property located within 300 feet of the area proposed to be annexed. Under subsection (2)(b)(iv): "A county may not mail with the notice required under Subsection (2)(b)(i)(A) any other information or materials related or unrelated to the proposed annexation."

The Notice of Intent, an accurate map of the area, and a proposed notice to owners of real property are included with this request. I have also included payment to cover the County's expected actual cost of mailing the notice. I look forward to receiving a copy of the County's notice and a certificate indicating that the notice has been mailed as required by Utah Code section 10-2-403(2)(b)(i)(A). Please provide the certificate to me at:

Park City Municipal Corporation
Attn: Matt Dias, City Manager
445 Marsac Avenue
P.O. Box 1480
Park City, Utah 84060-1480
Matt.dias@parkcity.org
435.615.5180

If you or your team have any questions or concerns, please contact me. I appreciate the County's attention to this request.

Yours,

A handwritten signature in blue ink, appearing to read "Matt Dias".

Matt Dias
City Manager

Park City Municipal Corporation • 445 Marsac Avenue • P.O. Box 1480 • Park City, UT 84060-1480
Phone (435) 615-5010 • FAX (435) 615-4901



October 8, 2021

Re: Notice of *Notice of Intent to File a Petition under Utah Code section 10-2-403(2)(a)(i)*

Attention Park City Recorder,

This Notice of Intent to File a Petition is required by Utah Code section 10-2-403(2)(a)(i). Included with this Notice of Intent is an accurate map of the area that is proposed to be annexed. A copy of this Notice of Intent has also been sent to each affected entity, as defined by Utah Code section 10-2-401.

A written request has also been sent to Summit County, asking that the statutorily required notice under Utah Code section 10-2-403(2)(b)(iii) be mailed to owners of real property in the area to be annexed and owners of real property located within 300 feet of the area proposed to be annexed. That request includes a proposed copy of the notice to property owners, which is included with this letter as a courtesy.

Yours,

A handwritten signature in blue ink, appearing to read "Matt Dias".

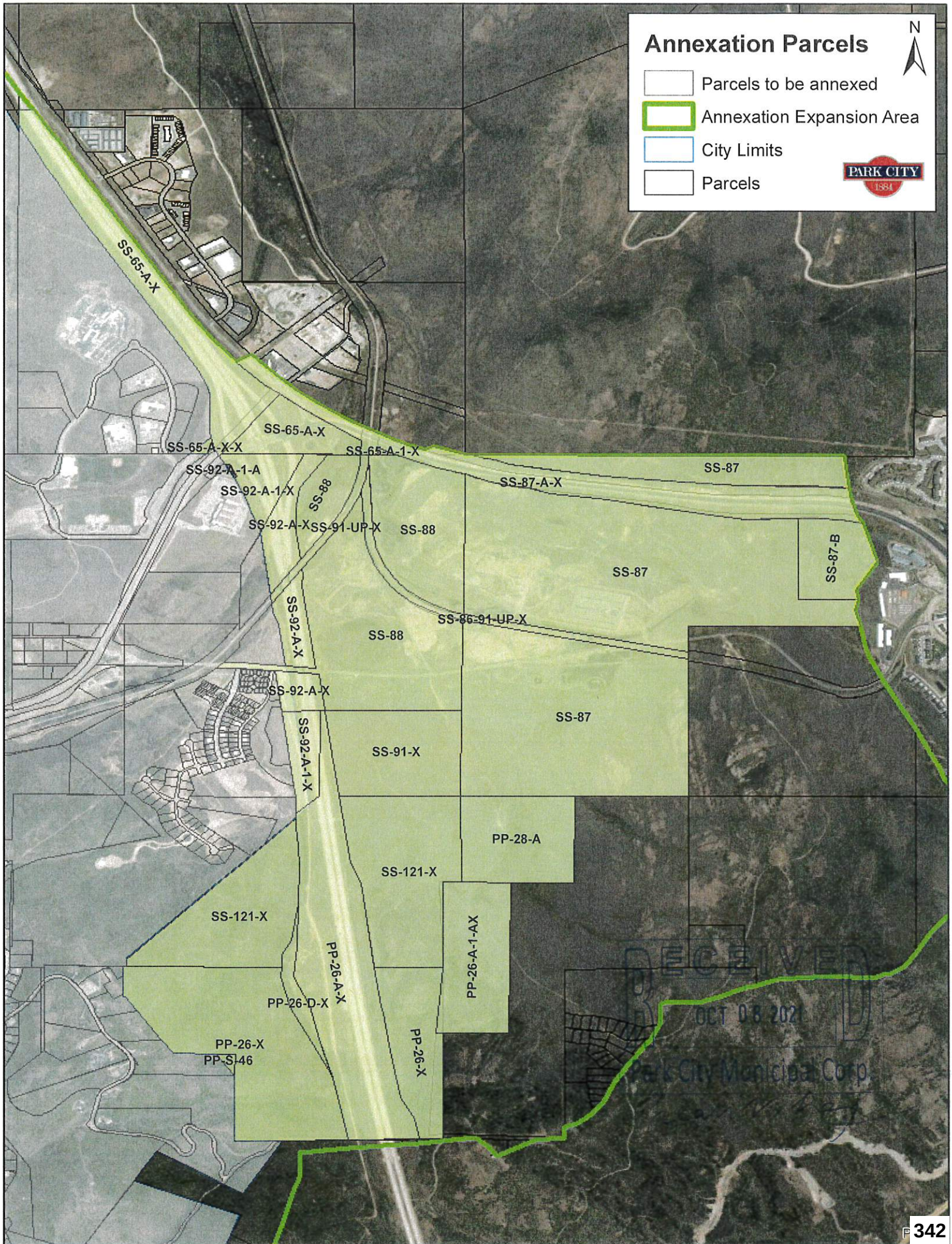
Matt Dias
City Manager



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Annexation Parcels

-  Parcels to be annexed
-  Annexation Expansion Area
-  City Limits
-  Parcels



October 8, 2021

**NOTICE OF INTENT
TO FILE
ANNEXATION PETITION**

Attention: Your property may be affected by a proposed annexation.

Records show that you own property within an area that is intended to be included in a proposed annexation to Park City, Utah, or that is within 300 feet of that area. If your property is within the area proposed for annexation, you may be asked to sign a petition supporting the annexation. You may choose whether to sign the petition. By signing the petition, you indicate your support of the proposed annexation. If you sign the petition but later change your mind about supporting the annexation, you may withdraw your signature by submitting a signed, written withdrawal with the recorder or clerk of Park City Municipal Corp. within 30 days after Park City receives notice that the petition has been certified.

There will be no public election on the proposed annexation because Utah law does not provide for an annexation to be approved by voters at a public election. Signing or not signing the annexation petition is the method under Utah law for the owners of property within the area proposed for annexation to demonstrate their support of or opposition to the proposed annexation.

You may obtain more information on the proposed annexation by contacting:

Park City Municipal Corporation
Attn: Matt Dias, City Manager
445 Marsac Avenue
P.O. Box 1480
Park City, Utah 84060-1480
Matt.dias@parkcity.org
435.615.5180

Summit County
Attn: Tom Fisher, County Manager
60 N. Main Street
P.O. Box 128
Coalville, Utah 84017
tfisher@summitcounty.org
435.336.3200

Once filed, the annexation petition will be available for inspection and copying at the office of Park City Municipal Corp. located at 445 Marsac Avenue, Park City, Utah 84060.

Eve Furse
Summit County Clerk
efurse@summitcounty.org
435-336-3203



60 North Main Street
Po Box 128
Coalville, UT 84017

CERTIFICATE OF MAILING

I do hereby certify that I mailed a true and correct copy of the Park City Municipal Proposed Annexation Notice to the following by first class mail on October 13, 2021:

AMEZQUITA EDGAR	LEE SHANNON L
ASTORGA FRANCISCO	LESLIE KATHRYN HOOD
BIG HOSS PROPERTIES LLC	LONG TRICIA
BIGATEL TODD A	MARSHALL SHELLEY LYNN
BROWN KEVIN W	MCKENNA MEGAN MARIE
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GERTZ EVA JOBANA	PARK CITY HEIGHTS MASTER ASSOCIATION
GMG II INVESTMENT LLC	PARK CITY MUNICIPAL CORPORATION
GOLIATH PARTNERS LLC	SFP FORESTDALE LLC
HAAGA PAUL G III TRUSTEE	SOUTH POINT UTAH LLC
HALL KRISTEN HOLCOMB	SPACE PLACE ANNEX LLC
HATCH SUSAN MARLENE	STATE OF UTAH
HIDEOUT COMMUNITY ADVANCEMENT AND	STAUFFER TARA
DEVELOPMENT LLC	STEELE MEGAN S
I-40 STORAGE (DE) LLC	STEPHENS TAMARA
IHC HEALTH SERVICES INC	STICHING MAYFLOWER MOUNTAIN FONDS
IMRIE SAMANTHA T	STICHTING MAYFLOWER RECREATIONAL
IVORY DEVELOPMENT LLC	FONDS
IVORY LAND CORPORATION	SUCIK RONALD M II
JAGER LINDA P	SUMMIT COUNTY
JORDANELLE STORAGE PARK LLC	SUNDBORN LLC
JOURNEY TAYLOR	TALLERING KENNETH H/W (JT)
LABOV DANIEL TRUSTEE	TOPMARK INVESTMENTS LLC
LACY K2 LLC	UNITED PARK CITY MINES COMPANY
LAFARGA JANICE	UNITED STATES OF AMERICA

UNITED STATES OF AMERICA/INTERIOR DEPT
UTAH DEPARTMENT OF TRANSPORTATION
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WEST AMANDA
WESTERN REAL ESTATE DEVELOPMENT LLC
WILLIS LAURA M
WILKINSON MICHAEL D

JORDANELLE SPECIAL SERVICE DIS
DORTMUND HOLDINGS LC
EMP PARK CITY LLC
BB PARTNERS LLC
WIENER DAVID MICHEL TR
BRULECREEK UT HOLDINGS LLC
PROMONTORY INVESTMENTS LLC

DATED this 13th day of October, 2021.





Signature
Jessika O'Brien
Deputy Clerk
On behalf of Eve Furse
Summit County Clerk



October 13, 2021

**NOTICE OF INTENT
TO FILE
ANNEXATION PETITION**

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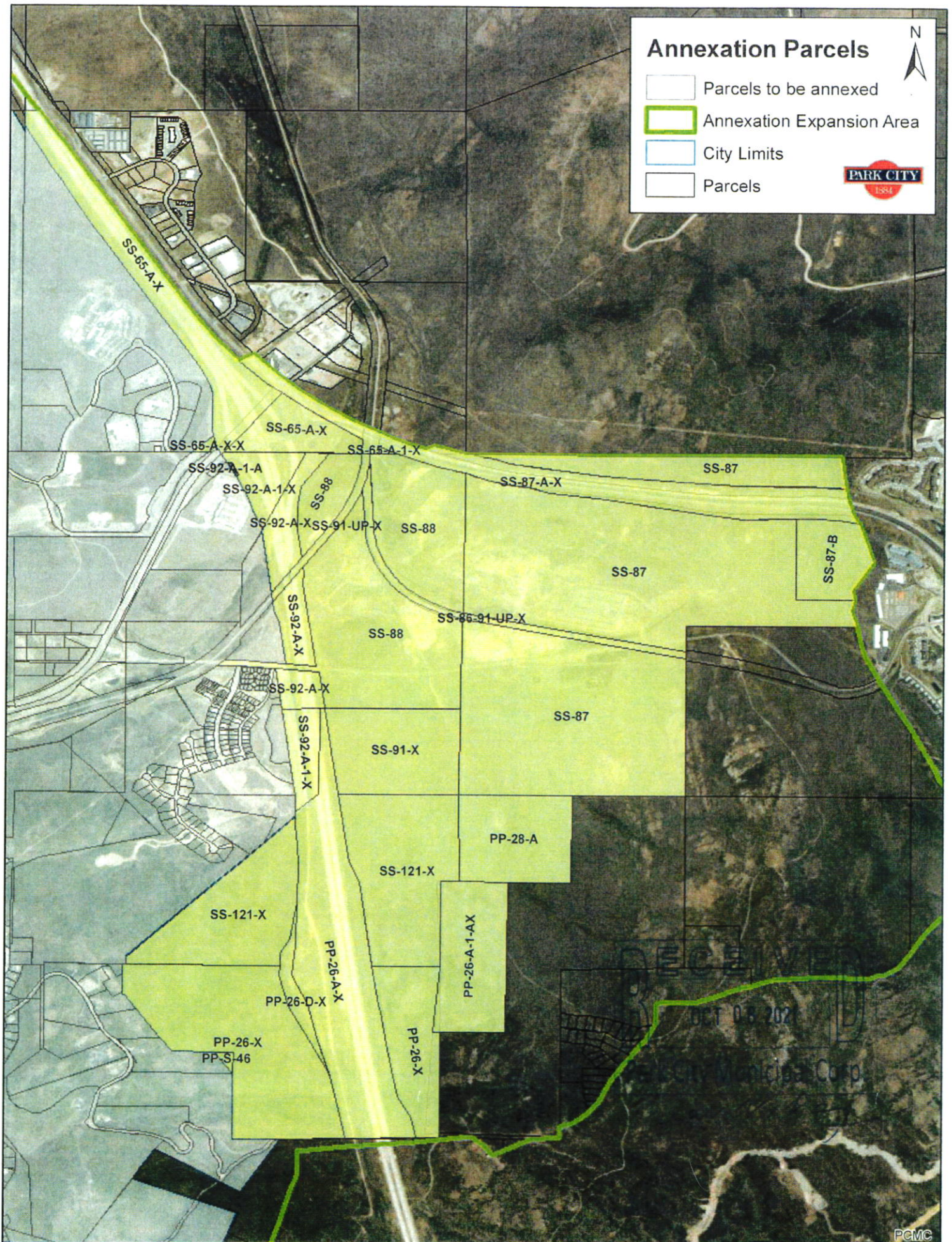
You may obtain more information on the proposed annexation by contacting:

**Park City Municipal Corporation
Attn: Matt Dias, City Manager
Manager
445 Marsac Avenue
P.O. Box 1480
Park City, Utah 84060-1480
Matt.dias@parkcity.org
435.615.5180**

**Summit County
Attn: Tom Fisher, County
60 N. Main Street
P.O. Box 128
Coalville, Utah 84017
tfisher@summitcounty.org
435.336.3200**

Once filed, the annexation petition will be available for inspection and copying at the office of Park City Municipal Corp. located at 445 Marsac Avenue, Park City, Utah 84060.

Summit County
60 N Main Street, Coalville UT 84017
(435) 336 3200



Recorded at the request of and return
to: Park City Municipal Corp.
Attn: City Recorder
P. O. Box 1480, Park City, UT 84060



**Fee Exempt per Utah Code
Annotated 1953 21-7-2**

00545109 Bk01277 Pg00553-00555

Ordinance No. 99-30

ALAN SPRIGGS, SUMMIT CO RECORDER
1999 JUL 28 13:11 PM FEE \$.00 BY MAT
REQUEST: PARK CITY MUNICIPAL CORP

**AN ORDINANCE ANNEXING APPROXIMATELY
1750 ACRES KNOWN AS FLAGSTAFF MOUNTAIN
INTO THE CORPORATE LIMITS OF
PARK CITY, UTAH AND
AMENDING THE OFFICIAL ZONING MAP
OF PARK CITY TO INCLUDE THE ANNEXED AREA**

WHEREAS, on May 17, 1994, United Park City Mines Company (UPCM) filed an application for annexation to Park City of certain UPCM holdings within the Ontario and Daly Canyons, along with property held by several other mining companies and/or families; and

WHEREAS, the Planning Commission reviewed the proposal several times throughout 1994 and 1995, provided feedback, and based on Planning Commission feedback, the applicant submitted a revised annexation plan on June 14, 1995; and

WHEREAS, the Planning Commission and a special Flagstaff Task Force held several meetings on the revised plan throughout the remainder of 1995 and the balance of 1996 and held public hearings on the revised plan on October 25, 1995 and November 13, 1996; and

WHEREAS, on March 26, 1997, the Planning Commission recommended annexation of the Flagstaff area, with certain development parameters; and

WHEREAS, the Council began its consideration of the Planning Commission recommendations on April 17, 1997 and continued to take staff, applicant, and public input on April 24, 25, 28 and 29 and May 1, 6, and 8, 1997; and

WHEREAS, on April 24, 1997, the Council opened a public hearing for over 350 attendees, and took testimony from 46 participants. The public sentiment revealed support for annexation, but concerns regarding the development parameters; and

WHEREAS, the City mailed and published notice of the proposed annexation and annexation policy declaration to all affected entities and received no protest to the annexation; and

WHEREAS, on May 10, 1997, the Council concluded in Resolution No. 10-97 that annexation was appropriate and that many, but not all, of the proposed development parameters could be accommodated in the Flagstaff area; and

WHEREAS, without withdrawing its annexation petition, the applicant rejected the Council's 1997 development parameters, and began to pursue development in unincorporated Summit and Wasatch Counties; and

WHEREAS, on July 8, 1998, the applicant approached the Council with a renewed desire to annex and with additional offers of on and off-site transportation facilities, utilities, enhancements, and recreation amenities; and

WHEREAS, the Council convened several work sessions, an additional public meeting, and facilitated interest group meetings to consider new development parameters; and

WHEREAS, on August 27, 1998, approximately 100 people attended, and over 20 individuals commented on new draft development parameters; and

WHEREAS, based on public input, Council further negotiated improved development parameters; and

WHEREAS, on September 10, 1998, the Council unanimously adopted a resolution to rescind Resolution No. 10-97 and to adopt new development parameters for Flagstaff Mountain, Bonanza Flats, Richardson Flats, the 20-Acre Quinn's Junction Parcel, and the Iron Mountain Parcels; and

WHEREAS, a Development Agreement has been negotiated between the City and the Developer setting forth the terms of the September 10, 1998 resolution and further terms and conditions; and

WHEREAS, the City Council has held several public meetings on the proposed Development Agreement and has taken public input at those meetings; and

WHEREAS, the Property is not included within any other municipal jurisdiction and there have been no protests filed by any other jurisdictions;

00545109 Bk01277 Pg00554

NOW, THEREFORE BE IT ORDAINED, by the City Council of Park City as follows:

SECTION 1. ANNEXATION. The property is hereby annexed to the corporate limits of Park City, UT according to the annexation plat executed in substantially the same form as it is attached hereto as Exhibit A. The property so annexed shall enjoy the privileges of Park City and shall be subject to all City levies and assessments including those described in the Development Agreement, attached hereto as Exhibit B. The property shall be subject to all City laws, rules, and regulations.

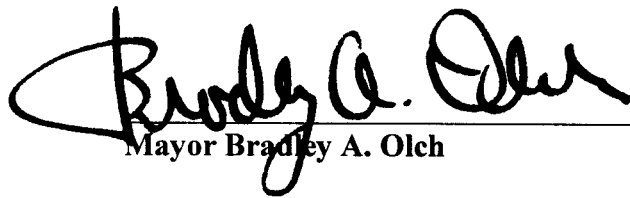
SECTION 2. COMPLIANCE WITH STATE LAW AND THE PARK CITY GENERAL PLAN. The annexation meets the standards for annexation set forth in Title 10, Chapter 2, of the Utah Code and the Park City General Plan.

SECTION 3. ZONING MAP AMENDMENT. The Official Zoning Map of Park City, as adopted by Section 1.9 of the Park City Land Management Code, is hereby amended to include the Flagstaff Annexation as depicted in Exhibit A.

SECTION 4. EFFECTIVE DATE. This Ordinance shall take effect upon recordation of the annexation plat.

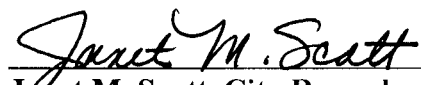
PASSED AND ADOPTED this 24th day of June, 1999.

PARK CITY MUNICIPAL CORPORATION



Mayor Bradley A. Olch

Attest:



Janet M. Scott, City Recorder



Approved as to form:



Jodi Hoffman, City Attorney

00545109 Bk01277 Pg00555

FLAGSTAFF MOUNTAIN AT DEER VALLEY

Boundary Description

Beginning at a point identified as County Line Monument Number 2343, said point on the line common to Summit and Wasatch counties and also on the demarcation line between the Park City Ski Area and the Deer Valley Resort, said point lying on the ridge and hilltop above the Anchor Mine Shaft and also being North 04°39'13" East 1303.92 feet, more or less, from the Southwest corner of Section 29, Township 2 South Range, 4 East, Salt Lake Base and Meridian and running Northeasterly along said demarcation and ridge line :

North 44°09'00" East 1236.63 feet; thence North 35°07'44" East 548.54 feet; thence North 37°33'27" East 779.84 feet; thence North 49°33'13" East 616.72 feet; thence North 71°34'40" East 644.26 feet; thence North 30°09'00" East 354.14 feet; thence North 20°48'44" East 698.015 feet; thence North 10°48'36" East 569.75 feet; thence North 23°55'00" East 604.00 feet; thence North 87°35'00" East 778.00 feet; thence North 77°17'18" East 735.40 feet; thence North 82°14' East 672.44 feet more or less to a point on the Westerly boundary line of the "Anchor Tunnel Portal Mining Reservation", said point being North 39°17'38" East 942.39 feet more or less from the Southwest corner of Section 21 Township 2 South, Range 4 East, Salt Lake Base and Meridian, said point also lying along the ridge line between Empire Canyon and Walker and Webster Gulch; thence along said ridgeline the following eight courses: thence North 64°44'13" East 136.79 feet; thence North 67°45'58" East 149.28 feet; thence North 81°11'10" East 122.88 feet; thence North 77°19'44" East 85.84 feet; thence North 77°48'30" East 79.25 feet; thence North 86°11'16" East 94.42 feet; thence South 72°54'27" East 85.42 feet; thence South 71°42'35" East 163.49 feet more or less to a point on the westerly right-of-way line of the Judge Tunnel/Empire Canyon Water Tank Supply Line Easement, said point lying North 79°18'06" West 5.00 feet more or less, from Map Point A-1 as described in that certain Reservoir Easement dated April 19, 1978 and Recorded as Entry No. 147912 in the Records of the of the Recorder for Summit County, Utah; thence along said westerly right-of-way the following fifteen (15) courses: North 10°41'54" East 76.70 feet; thence North 15°21'41" East 116.20 feet; thence North 56°44'38" East 142.80 feet; thence North 46°47'25" East 123.00 feet; thence North 35°09'16" East 88.70 feet; thence North 32°14'53" East 101.60 feet; thence North 32°00'03" East 159.20 feet; thence North 33°26'55" East 136.00 feet; thence North 38° 27'54" East 138.00 feet; thence North 27°54'51" East 126.00 feet; thence North 31°30'07" East 96.20 feet; thence North 40°35'50" East 110.80 feet; thence North 50°15'25" East 92.50 feet; thence North 56°00'00" East 94.90 feet; thence North 50°23'25" East 105.09 feet; thence North 47°29'30" East 405.07 feet more or less to a point on the westerly edge of Daly Avenue; thence along said Daly Avenue the following three courses: North 32°04'00" East 296.25 feet; thence North 29°09'57" East 315.97 feet; thence North 28°18'45" East 186.56 feet, more or less, to the East-West center line of Section 21 Township 2 South, Range 4 East, Salt Lake Base and Meridian, said Section Line also being the southerly

boundary line for the corporate limits of Park City, Utah; thence South $89^{\circ}59'59''$ East 940.12 feet, more or less, along said Section line 940.12 feet to a point on the easterly right-of-way line for Utah State Highway 224 as located in Ontario Canyon; thence along said highway the following 12 courses; South $00^{\circ}15'34''$ West 115.59 feet to a point on a 1,482.39 foot radius curve to the left; thence Southwesterly along the arc of said curve through a central angle of $15^{\circ}23'33''$ 398.24 feet more or less; thence South $15^{\circ}39'07''$ West 559.69 feet to a point on a 5,679.58 foot radius curve to the left; thence Southwesterly along the arc of said curve, through a central angle of $06^{\circ}11'23''$, a distance of 613.57 feet; thence South $09^{\circ}27'44''$ West 368.77 feet to a point on a 1,382.39 foot radius curve to the left; thence southerly along the arc of said curve, through a central angle of $16^{\circ}06'55''$, a distance of 388.82 feet; thence South $6^{\circ}39'11''$ East 217.32 feet to a point on a 586.62 foot radius curve to the left; thence southeasterly along the arc of said curve, through a central angle of $48^{\circ}51'38''$, a distance of 500.26 feet; thence South $55^{\circ}30'59''$ East 87.30 feet to a point on a 686.62 foot radius curve to the right; thence along the arc of said curve, through a central angle of $30^{\circ}23'53''$, a distance of 364.28 feet; thence South $25^{\circ}06'53''$ East 397.14 feet to a point on a 508.37 foot radius curve to the right; thence along the arc of said curve, through a central angle of $21^{\circ}36'53''$, a distance of 191.78 feet; thence South $3^{\circ}30'00''$ East 63.08 feet to a point on a 220.00 foot radius curve to the left; thence along the arc of said curve, through a central angle of $55^{\circ}51'14''$, a distance of 214.46 feet; thence South $31^{\circ}30'00''$ West 68.20 feet; thence South $79^{\circ}38'18''$ West 45.49 feet to a point on the southeasterly boundary of the Ontario Number 3 Shaft Mining Reservation; thence South $79^{\circ}59'46''$ West 300.78 feet more or less along the southeastern edge of said Mining Reservation; thence South $17^{\circ}09'45''$ East 88.76 feet more or less to a point on a piece of property that is the subject of Entry Number 158551 of the Summit County Records; thence along said parcel the following five courses: South 955.96 feet; thence North 69° East 360.00 Feet; thence South $29^{\circ}20'$ West 117.60 feet; thence North $78^{\circ}10'$ East 714.30 feet; thence East 1,106.71 feet more or less to a point the Wasatch-Summit County line: thence along said Wasatch – Summit County line. The following thirty courses: South $04^{\circ}15'00''$ East 1,028.07 feet; thence South $25^{\circ}30'30''$ East 2,521.90 feet to County Line Point 51; thence South $29^{\circ}50'00''$ West 1,398.30 Feet to County Line Point 55; thence South $4^{\circ}19'00''$ West 1,320.70 feet to County Line Point 58; thence South $47^{\circ}05'00''$ West 369.50 feet to a County Line Point; thence South $83^{\circ}34'00''$ West 69.10 feet to County Line Point 59; thence South $47^{\circ}42'00''$ West 1,207.40 feet to County Line Point 62A; thence North $39^{\circ}53'30''$ West 1,352.50 feet to County Line Point 64; thence North $72^{\circ}50'00''$ West 317.30 feet to County Line Point 65; thence North $46^{\circ}45'00''$ West 87.90 feet to County Line Point 66; thence North $70^{\circ}57'00''$ West 502.00 feet to County Line Point 67; thence North $51^{\circ}56'00''$ West 481.90 feet to County Line Point 68; thence North $55^{\circ}53'00''$ West 466.80 feet to County Line Point 69 feet; thence North $21^{\circ}49'00''$ West 317.40 feet to County Line Point 70; thence North $59^{\circ}57'00''$ West 360.50 feet to County Line Point and Triangulation Point; thence North $33^{\circ}22'30''$ West 467.10 feet to County Line Point 71; thence South $85^{\circ}10'30''$ West 492.30 feet to County Line Point 72; thence South $54^{\circ}42'30''$ West 453.20 feet to County Line Point 73; thence South $88^{\circ}55'30''$ West 344.00 feet to County Line Point 74; thence North $82^{\circ}52'30''$ West 1,132.30 feet to

County Line Point 77; thence North $59^{\circ}43'30''$ West 1,074.55 feet to County Line Point 2338; thence North $79^{\circ}07'30''$ West 494.73 feet to County Line Point 80; thence North $70^{\circ}28'30''$ West 339.90 feet to County Line Point 81; thence North $60^{\circ}14'30''$ West 550.10 feet to County Line Point 82 and Triangulation Point 2339; thence North $64^{\circ}07'00''$ West 727.60 feet to County Line Point 83; thence South $77^{\circ}44'00''$ West 966.80 feet to County Line Point 85; thence North $77^{\circ}28'00''$ West 161.00 feet to a County Line Point and Triangulation Point 2340 which is also Judge Triangulation Point Q; thence South $85^{\circ}36'00''$ West 219.10 feet to County Line Point 86; thence North $46^{\circ}44'00''$ West 384.70 feet to County Line Point 87; thence North $34^{\circ}37'00''$ West 1,077.30 feet, more or less to county Line Point 2343 the point of beginning. Said Parcel contains 1,655.4 acres more or less.

EXHIBIT B

Refer to Recorder File 99-

Recorded this ____ day of
_____, 1999
at Book #____ Page #_____.

ORIGINAL

**Fee Exempt per Utah Code
Annotated 1953 21-7-2**

**Recorded at the request of and return
to: Park City Municipal Corp.
Attn: City Recorder
P. O. Box 1480, Park City, UT 84060**

**DEVELOPMENT AGREEMENT
FOR FLAGSTAFF MOUNTAIN,
BONANZA FLATS, RICHARDSON FLATS,
THE 20-Acre QUINN'S JUNCTION PARCEL
AND IRON MOUNTAIN**

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ALAN SPRIGGS, SUMMIT CO RECORDER
1999 JUL 26 10:36 AM FEE \$1.00 BY DMG
REQUEST: PARK CITY MUNICIPAL CORP

THIS DEVELOPMENT AGREEMENT ("Agreement") is entered into as of the 24th day of June, 1999, by and between UNITED PARK CITY MINES COMPANY, ("UPCM" or "DEVELOPER"), DEER VALLEY RESORT COMPANY, ("DEER VALLEY"), and PARK CITY MUNICIPAL CORPORATION, a third class city of the State of Utah ("City") (collectively, the "Parties").

RECITALS

- A. WHEREAS, DEVELOPER and DEER VALLEY own approximately: 1,600 of 1,750 acres of patented mining claims located in the unincorporated Flagstaff Mountain area of Summit County, more particularly described and depicted in Exhibit A attached hereto (hereafter, "Flagstaff Mountain"); approximately 106 acres of patented mining claims located on Iron Mountain within an unincorporated area of Summit County more particularly described and depicted in Exhibit B attached hereto (hereafter, "the Iron Mountain Parcels"); approximately 1,500 acres of patented mining claims, constituting all of UPCM's land located in the unincorporated Bonanza Flats area of Wasatch County more particularly described and depicted in Exhibit C attached hereto (hereafter, "Bonanza Flats"); all of UPCM's land east of U.S. 40 and south of S.R. 248 constituting approximately 650 acres of real property owned in fee simple located immediately east of U.S. 40 and south of S.R. 248 within an unincorporated area of Summit County more particularly described and depicted in Exhibit D attached

hereto (hereafter, "Richardson Flats"); and approximately 20-Acres of real property owned in fee simple located west of U.S. 40 and south of S.R. 248 within an unincorporated area of Summit County more particularly described and depicted in Exhibit E attached hereto (hereafter, "the 20-Acre Quinn's Junction Parcel");

- B. WHEREAS, on May 17, 1994 DEVELOPER filed an application for annexation to Park City of Flagstaff Mountain, consisting of DEVELOPER's, DEER VALLEY's and Northside Neighborhood Property Owners' land, together totaling an area of approximately 1,750 acres;
- C. WHEREAS, on May 10, 1997 the Park City Council unanimously resolved by Resolution 10-97 to annex Flagstaff Mountain under certain Development Parameters;
- D. WHEREAS, on July 8, 1998 DEVELOPER requested reconsideration by the City of Resolution 10-97 and offered certain incentives for limiting development of the Bonanza Flats, Richardson Flats and the Iron Mountain Parcels;
- E. WHEREAS, on September 10, 1998 the Park City Council unanimously adopted a resolution to rescind Resolution No. 10-97 and to adopt new development parameters for Flagstaff Mountain, Bonanza Flats, Richardson Flats and the Iron Mountain Parcels, as set forth in this Agreement; and
- F. WHEREAS, in the intervening months since the City Council adopted the September 10, 1998 development parameters, the DEVELOPER has further refined its proposal by offering to move 16 single family homes from the sensitive Prospect Ridge area to the Mountain Village and to constrain development in the Northside Neighborhood to reduce site disturbance and to facilitate sale to a conservation buyer for a time certain; and
- G. WHEREAS, the Parties intend to enter into this Agreement to establish new development parameters for Flagstaff Mountain, Bonanza Flats, Richardson Flats, the 20-Acre Quinn's Junction Parcel, and the Iron Mountain Parcels and to establish a time certain for annexation of Flagstaff Mountain into the City.

NOW, THEREFORE, in consideration of the foregoing recitals and the covenants hereafter set forth, the sufficiency of which the Parties hereby acknowledge, the Parties agree as follows:

SECTION I. DEFINITIONS

Unless the context requires a different meaning, any term or phrase used in this Agreement that has its first letter capitalized shall have that meaning given to it by the Park City Land Management Code (LMC) in effect on the date of a complete application or, if different, by this Agreement. Certain such terms and phrases are referenced below; others are defined where they appear in the text of this Agreement.

- 1.1 **"Annexation Property"** means that approximately 1,750 acres of property known as Flagstaff Mountain, described and depicted on Exhibit A.
- 1.2 **"Bonanza Flats"** means that approximately 1,500 acres of UPCM property commonly referred to as Bonanza Flats, consisting all of UPCM's holdings in Bonanza Flats and described and depicted on Exhibit C.
- 1.3 **"DEER VALLEY"** means the Deer Valley Resort Company, a Utah limited Partnership and each of its assigns, joint venture partners, and successors in interest, whether in whole or in part. DEER VALLEY shall cause its employees and agents to act in accordance with the terms of this Agreement.
- 1.4 **"DEVELOPER"** means United Park City Mines Company, a publicly traded Delaware corporation, and each of its assigns, joint venture partners, and successors in interest, whether in whole or in part. DEVELOPER shall cause its employees and agents to act in accordance with the terms of this Agreement.
- 1.5 **"Inaction"** provisionally¹ means (a) DEVELOPER's failure to pursue a sequential permit (i.e. Small Scale MPD permit, conditional use permit, subdivision application, or building permit) by failing to submit a complete application for such a permit or by failing to respond to the

¹ This definition has been inserted in anticipation of its inclusion in a new revision of the Land Management Code. This definition will be superseded by an LMC definition of the term.

City's written requests for information which the City deems is necessary to process the application; or (b) DEVELOPER's failure to sustain permitted construction such that the permit under which construction is allowed, expires or is otherwise suspended or revoked.

- 1.6 **“Meeting Accessory Uses”** provisionally² means uses normally associated and necessary to serve meeting and banquet space. Meeting Accessory Uses do not require the use of Unit Equivalents and include:
- 1.6.1 Administrative and Banquet Offices
 - 1.6.2 Banquet Storage Areas
 - 1.6.3 Banquet Prep Areas Storage Areas
 - 1.6.4 Common A/V Storage Areas
 - 1.6.5 Coat Check Areas
 - 1.6.6 Public Restrooms
 - 1.6.7 Public Telephone Areas
 - 1.6.8 Public Hallways
 - 1.6.9 Public Circulation Areas.
- 1.7 **“Mountain Village”** means that mixed-use portion of Flagstaff Mountain described and depicted as the Mountain Village in Exhibit A attached hereto and limited to a total of 84 acres, within three development Pods (A, B₁, and B₂) and maximum densities, unit equivalencies and configuration more fully described herein.
- 1.8 **“Northside Neighborhood”** means that 63-acre portion of Flagstaff Mountain described and depicted as the Northside Neighborhood in Exhibit A attached hereto and limited to the maximum density, unit equivalency, and configuration more fully described herein.
- 1.9 **“Northside Neighborhood Property Owners”** means, in addition to UPCM and DEER VALLEY, Park City Star Mining Company, Inc., a Utah corporation, Bransford Land Company, representing the interests of

00544835 Bk01276 Pg00488

² This definition has been inserted in anticipation of its inclusion in a new revision of the Land Management Code. This definition will be superceded by an LMC definition of the term.

Anne Bransford Newhall, Mary Bransford Leader and Carolyn Bransford MacDonald, and Stichting Beheer Mayflower Project, a legal entity representing the interests of Stichting Mayflower Recreational Fonds and of Stichting Mayflower Mountain Fonds.

- 1.10 **“Pedestrian Village”** means an area configured within Pod A of the Mountain Village for the mixed use of residential, Residential Accessory, Resort Support Commercial, Resort Accessory, meeting and Meeting Accessory Uses within which at least sixty-five percent (65%) of the residential properties are clustered within walking distance (5 minutes) of a Transportation Hub for such residential properties, which can be directly accessed by pathways or sidewalks.
- 1.11 **“Planned Unit Development”** or **“PUD”** means a master planned development consisting of clustered, detached, single family or duplex units with common open space and coordinated architecture.
- 1.12 **“Pod Z”** means that area, depicted on Exhibit F that is limited for ski-related uses as further defined herein.
- 1.13 **“Project”** means the residential, recreational and commercial real estate development to be constructed within Flagstaff Mountain.
- 1.14 **“Residential Accessory Uses”** provisionally³ means uses that are for the benefit of the residents of a commercial residential use, such as a hotel or nightly rental condominium project. Residential Accessory Uses do not require the use of Unit Equivalents. Residential Accessory Uses include:
 - 1.14.1 Common Ski Lockers
 - 1.14.2 Common Lobbies
 - 1.14.3 Registration
 - 1.14.4 Concierge
 - 1.14.5 Bell Stand/Luggage Storage
 - 1.14.6 Common Maintenance Areas
 - 1.14.7 Mechanical Rooms

00544835 Bk01276 Pg00489

³ This definition has been inserted in anticipation of its inclusion in a new revision of the Land Management Code. This definition will be superceded by an LMC definition of the term.

- 1.14.8 Common Laundry Facilities and Common Storage Areas
- 1.14.9 Employee Facilities
- 1.14.10 Common Pools, Saunas and Hot Tubs
- 1.14.11 Public Telephone Areas
- 1.14.12 Public Restrooms
- 1.14.13 Administrative Offices
- 1.14.14 Public Hallways and Circulation Areas

1.15 **“Resort Accessory Uses”** provisionally⁴ means uses that are clearly incidental to and customarily found in connection with the principal resort building or use and are operated for the convenience of the owners, occupants, employees, customers or visitors to the principal resort use. Resort Accessory Uses do not require the use of Unit Equivalents. They include such uses as:

- 1.15.1 Information
- 1.15.2 Lost and Found
- 1.15.3 Mountain Patrol
- 1.15.4 Mountain Administration
- 1.15.5 Mountain Maintenance and Storage Facilities
- 1.15.6 Mountain Patrol and Emergency Medical Facilities
- 1.15.7 Public Lockers
- 1.15.8 Public Restrooms
- 1.15.9 Employee Lockers
- 1.15.10 Ski School/Day Care
- 1.15.11 Ticket Sales Areas
- 1.15.12 Ski Check Areas
- 1.15.13 Public Circulation Areas and Hallways

1.16 **“Richardson Flats”** means all of UPCM’s property at the southeast corner of U.S. 40 and S.R. 248, more fully described and depicted on Exhibit D.

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⁴ This definition has been inserted in anticipation of its inclusion in a new revision of the Land Management Code. This definition will be superseded by an LMC definition of the term.

- 1.17 **“Transportation Hub”** means the terminus of a public and/or private transportation system that is located at a convenient location within the Mountain Village.
- 1.18 **“Unit Equivalent,”** with respect to commercial structures and multifamily and PUD structures, has the meaning set forth in the LMC.⁵ Each single family residential structure (excluding PUDs) approved by the City pursuant to this Agreement for construction within the Project shall have a Unit Equivalent of 1.00, regardless of the size or the location of the single family residential structure. Each commercial structure or portion thereof shall consume 1 Unit Equivalent for each 1000 square feet. Each multifamily and PUD residential structure shall consume 1 Unit Equivalent for each 2000 square feet.

SECTION II. LARGE SCALE MPD—FLAGSTAFF MOUNTAIN

- 2.1. DEVELOPER is hereby granted the equivalent of a Large Scale Master Planned Development (Large Scale MPD) for Flagstaff Mountain. This Large Scale MPD sets forth maximum densities, location of densities and DEVELOPER-offered amenities and is subject to all normally-applicable City processes, and in addition thereto, such processes defined below, including DEVELOPER’s responsibility, prior to or concurrent with the Small Scale MPD process, to submit and ultimately to obtain (upon modification, if necessary) City approval, of satisfactory plans detailed below:

- 2.1.1. Mine/Soil Hazard Mitigation Plan--which plan shall include an inventory of all mine sites, potential sources of release of hazardous materials into the environment, and a plan and schedule for their remediation;
- 2.1.2. Detailed Design Guidelines, with strong architectural themes, for the entire Flagstaff Mountain Project;
- 2.1.3. Specific Transit Plan;
- 2.1.4. Parking Management Plan;

00544835 Bk01276 Pg00491

⁵ Hotel rooms of 500 square feet or less constitute ¼ Unit Equivalent.

- 2.1.5. Detailed Open Space Management Plan;
 - 2.1.6. Historic Preservation Plan;
 - 2.1.7. Emergency Response Plan, including DEVELOPER's commitments to provide infrastructure necessary to serve the Project and Bonanza Flats and phasing therefor;
 - 2.1.8. Trails Master Plan setting forth trail locations, specifications, phasing and timing of public easements;
 - 2.1.9. Private Road Access Limitation Procedures;
 - 2.1.10. Construction Phasing Plan—including construction milestones for project amenities, including Richardson Flats development;
 - 2.1.11. General Infrastructure and Public Improvements Design and Phasing Plan, which calls for the efficient extension of services, concentrating initial infrastructure development in the Mountain Village, and secondarily in the Northside Neighborhood. Such plan shall allow for the construction of a variety of housing types in each phase;
 - 2.1.12. Utilities Master Plan—including the timing, alignment and service strategy for water and sewer service, as well as storm water management throughout the Project and Bonanza Flats;
 - 2.1.13. Wildlife Management Plan; and
 - 2.1.14. Affordable Housing Plan, including phasing.
- 2.2. **Maximum Development Parameters--Flagstaff Mountain.** Flagstaff Mountain is composed of the Mountain Village, the Northside Neighborhood; various ski related improvements, and the Silver Mine Adventure. Upon annexation, Flagstaff Mountain will be zoned as shown on the zoning map attached hereto as Exhibit P. The following maximum development parameters apply to Flagstaff Mountain:
- 2.2.1 **Mountain Village:** The Mountain Village is constrained as follows:

00544835 Bk01276 Pg00492

- 2.2.1.1 **Small Scale MPD.** Site specific volumetrics and configuration will be established in the Small Scale MPD process.
- 2.2.1.2. **Maximum Development Area.** In the Small Scale MPD process, the entire Mountain Village development shall be constrained within a total of 84 acres.
- 2.2.1.3. **Maximum Density.** The maximum density within the Mountain Village is 705 Unit Equivalents configured in no more than 470 residential units.⁶ Such density shall be configured as multi-family, hotel, or PUD units, provided the PUD units do not exceed 60. PUD units consume Unit Equivalents in the same respect as multifamily units. Additionally, the Mountain Village may contain up to 16 detached single family home sites.
- 2.2.1.4. **Pedestrian Village.** At least 65% of the residential units within the Mountain Village must be clustered within the primary development pod (Pod A), and must be located within a five-minute walk of the Transportation Hub. All three development pods (Pods A, B₁, and B₂) within the Mountain Village must be linked by transit.
- 2.2.1.5. **Commercial.** The Mountain Village may additionally include up to 75,000-sq. ft. of Resort Support Commercial uses, which shall include Neighborhood Convenience Commercial uses for residents and visitors such as groceries and sundries.
- 2.2.1.6. **Mine Site Reclamation.** To the greatest extent possible, DEVELOPER shall locate density in disturbed areas. This provision applies primarily to potential density at the Daly West site. Additionally, DEVELOPER shall

⁶ Hotel rooms of 500 square feet or less constitute ¼ Unit Equivalent.

reclaim⁷ all mining and mining overburden sites within Flagstaff Mountain, in accordance with state and federal regulatory agency review.

2.2.1.7. **Public Trails.** DEVELOPER shall construct and dedicate public trails designated on an accepted Trails Master Plan. Many trails will be constructed on land ultimately owned by DEER VALLEY. In those areas, DEER VALLEY shall be responsible for trail maintenance and for enforcing reasonable rules and regulations for public trail use. Such rules may not exclude free public access to the public trail systems identified on the Trails Master Plan.

2.2.1.8. **Deed Restricted Open Space.** Within 30 days of issuance of a Small Scale MPD, DEVELOPER and/or DEER VALLEY shall execute for the benefit of the City perpetual covenants and restrictions with respect to all designated open space associated with the Small Scale MPD and which, at a minimum, shall prevent the construction thereon of residential, commercial and retail structures but shall provide for ski-related uses consistent with paragraph 2.5 herein.

2.2.1.9. **Parking.** Each Small Scale MPD submittal shall include a parking management plan with respect to the portion of the property covered by such Small Scale MPD submittal. The goal of the plan is to design the Mountain Village in such a way as to reduce parking demand by 25%. DEVELOPER shall plan and encourage within the Mountain Village portion of the Project programs such as parking management, paid parking for commercial uses, shuttles and other programs designed to reduce the

⁷ Reclamation shall include, at a minimum, revegetation of exposed areas.

demand for private vehicles and parking. DEVELOPER shall provide for shared parking in all commercial, short-term residential and mixed-use buildings. Assigned or reserved spaces within commercial, short-term residential and mixed-use buildings are prohibited. The majority of the required parking areas will be fully enclosed and/or constructed underground.

2.3 **Prospect Ridge.** DEVELOPER considers the Prospect Ridge area depicted in Exhibit K to be a critical viewshed area for Old Town.

2.3.1 **Public Trails.** Consistent with the Trails Master Plan, DEVELOPER shall construct and dedicate to the City public trails designated within the Prospect Ridge area.

2.3.2 **Deed Restricted Open Space.** Within 30 days of issuance of the first Small Scale MPD, DEVELOPER shall cause to be recorded a document, approved by the City, which shall impose perpetual covenants and use restrictions for that portion of Prospect Ridge depicted as "Recreation Open Space Dedication" on Exhibit K which shall prevent the construction thereon of residential, commercial and/or retail structures, ski lifts, and developed alpine ski runs.

2.4. **Northside Neighborhood.** The Northside Neighborhood is composed of property owned by five separate Northside Neighborhood Property Owners and, upon their written acceptance of the terms of this Agreement, may contain a maximum of 38 homes, the size and location of which shall be determined at Small Scale MPD/subdivision review. The Northside Neighborhood may also contain a 1000 sq. ft. non-denominational Chapel, that will remain open and reasonably available to the public.⁸

2.4.1 **Small Scale MPD.** The Small Scale MPD must include all Northside Neighborhood Property Owners to achieve the

⁸ No utility extension will be allowed for the Chapel. Power may be allowed if it is readily accessible. Location of the Chapel cannot cause the extension of an improved road. Siting and construction must comply with all Code provisions.

maximum density of 38 detached single-family homes. Absent participation by all Northside Neighborhood Property Owners, DEVELOPER and DEER VALLEY may apply for a Small Scale MPD for a maximum of 30 single-family homes on the portion of the Northside Neighborhood owned by DEVELOPER and DEER VALLEY.⁹ In all circumstances, DEVELOPER and DEER VALLEY shall limit development in the Northside Neighborhood as follows:

- 2.4.1.1. **Meadow Restriction.** Homes shall not be in the meadow area generally designated on Exhibit A and further defined in the Small Scale MPD process.
- 2.4.1.2. **Ski Run Separation.** Limits of disturbance for each site shall be a minimum of 50 feet from any ski run.
- 2.4.1.3. **Viewpoint Restrictions.** Structures and roads must be configured to minimize road and utility impacts and to minimize wintertime visual impacts¹⁰ from ski runs and designated viewpoints, including but not limited to the knoll behind the terminus of what is presently known as the Northside chairlift.
- 2.4.1.4. **Public Trails.** Consistent with the Trails Master Plan, DEVELOPER, DEER VALLEY, and Northside Neighborhood Property Owners shall dedicate to the City improved public trails and trail easements that connect to the surrounding trail system. Where trails pass through the Deer Valley Ski Area, DEER VALLEY shall be responsible for trail maintenance and for enforcing reasonable rules and regulations. Such rules

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⁹ If Park City Star, Bransford or Mayflower do not reach an agreement with DEVELOPER and DEER VALLEY with respect to the joint development of the detached single family homes within the Northside Neighborhood, then DEVELOPER and DEER VALLEY shall grant to the City the right to connect to the utility lines and to grant limited access to roads within the Northside Neighborhood without cost to serve the remaining property owners.

¹⁰ As well as summertime visual impacts.

may not exclude free public access to the public trail systems identified on the Trails Master Plan.

2.4.1.5. **Enchanted Forest.** No development shall occur in the “Enchanted Forest” area generally designated on Exhibit A and further defined in the Small Scale MPD process.

2.4.1.6. **Deed Restricted Open Space.** Within 30 days of issuance of a Small Scale MPD, DEVELOPER shall record perpetual covenants and restrictions with respect to all designated open space associated with the Small Scale MPD and which shall prevent the construction thereon of residential, commercial and retail structures but shall allow ski-related uses.

2.4.2. **Northside Neighborhood Conservation Plan.** DEVELOPER and DEER VALLEY agree to refrain from transferring, improving or developing the Northside Neighborhood for 3 years, from the date of this Agreement to facilitate the potential of (a) the fee simple sale of the Northside Neighborhood, or (b) the sale and transfer of the development rights from the Northside Neighborhood. In either case, the sale would be completed within said time period and would be to a conservation buyer or buyers at fair market value at the date of purchase. Fair market value in this context shall reflect the entitlement for single family detached units set forth in the Large Scale Master Plan and this Agreement or, if the Small Scale Master Plan has been issued, as reflected in the Small Scale Master Plan for the Northside Neighborhood. The three-year period noted above shall not limit the Planning Commission’s authority in connection with approval of the phasing plans required in sections 2.1.10 and 2.1.11.

2.5. **Ski-Related Development.** Subject to conditional use review, DEER VALLEY may construct a skier day lodge of a maximum of 35,000 square feet, in the approximate location depicted on Exhibit A. The day lodge

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shall have no public road access and no day skier parking, must have adequate emergency vehicle access, and shall have only limited parking to meet service and administrative requirements. DEER VALLEY shall provide deed-restricted employee/affordable housing units as defined by the City's affordable housing policy in an amount equal to 20% of the commercial Unit Equivalents approved by the City for the day lodge prior to issuance of a Certificate of Occupancy for the day lodge.

2.5.1 **Conditional Use (Administrative).** Ski terrain and ski-related development is an administrative conditional use within the Project, consistent with the Deer Valley Ski Area Master Plan depicted in Exhibit F attached hereto, provided that only two graded runs shall be allowed in ski Pod Z, with thinning and other limited vegetation removal in the balance of Pod Z for skier safety and glade skiing. Review of ski terrain and ski-related development shall include, but shall not be limited to consideration of the following:

- 2.5.1.1 Openings for ski trails and lifts with straight edges and uniform widths will be minimized to the greatest extent possible.
- 2.5.1.2 Trails that are designed for base area return or circulation between fall line areas shall be designed for appropriate grades and widths consistent with minimizing visual impact.
- 2.5.1.3 Lift towers shall be painted or otherwise treated to blend with the natural surroundings.
- 2.5.1.4 Vegetation management, re-vegetation and erosion control techniques shall be designed in accordance with the "Deer Valley Resort Company Ski Run Construction and Revegetation Standards" attached hereto as Exhibit G. The objective shall be to achieve a vegetative condition that enhances the skier experience and long

term forest health. Re-vegetation shall be designed to control erosion and to restore ground cover as quickly as possible after ground disturbing activities.

2.6 Beano's Style Private Club. DEVELOPER may construct a private restaurant (Beano's Cabin at Beaver Creek-style¹¹), at a location to be determined at the Small Scale MPD phase, with emergency access only, and no private vehicular access or parking. The size of the private restaurant shall be determined at Small Scale MPD review and shall not exceed 7000 square feet.

2.7 Silver Mine Adventure. DEVELOPER may continue to operate the Silver Mine Adventure on the Ontario Mine Site as a valid, non-conforming use. Any change or expansion of use shall be processed in accordance with the LMC in effect at the time of the DEVELOPER's submission of a complete application for the proposed expansion.

2.8 Access and Alignment of S.R. 224. DEVELOPER shall access Flagstaff Mountain by means of S.R. 224, and a private road system. DEVELOPER shall realign a portion of S.R. 224 in the approximate location set forth on Exhibit H attached hereto, and shall construct a private road system for Flagstaff Mountain in the approximate location depicted on Exhibit H. The Parties agree to the following access and alignment of the road systems within Flagstaff Mountain:

2.8.1 Alignment. Upon Planning Commission approval of the first Small Scale MPD for Flagstaff Mountain, DEVELOPER shall petition to vacate the existing S.R. 224 alignment and, if granted, shall realign and dedicate the relocated S.R. 224 right of way to a standard similar to the existing S.R. 224 (with an asphalt surface for dust control). Such alignment shall be as generally depicted on Exhibit H. DEVELOPER shall block and prohibit vehicular access over the discontinued historic alignment of S.R. 224.

¹¹ Beano's is a 7000 square foot private restaurant. This reference to a Beano's-style restaurant is not intended to predetermine the Planning Commission's decision regarding the maximum allowable size of such a restaurant.

Access over the realigned S.R. 224 shall remain seasonal (warm weather only). Upon completion of construction thereof, to the reasonable satisfaction of the City Engineer, the City shall accept the dedication of public roads under its jurisdiction identified on Exhibit H, or as determined by the Council, upon recommendation of the Planning Commission through the Small Scale MPD and subdivision processes.

- 2.8.2 **Private Road.** Upon Small Scale MPD approval, and only to the extent of the Small Scale MPD approval, DEVELOPER shall construct a private road system within Flagstaff Mountain, as depicted in Exhibit H, over which DEVELOPER shall maintain all-season access throughout the year.
- 2.8.3 **Seasonal, Controlled Automobile Access.** DEVELOPER shall support and shall not undermine seasonal closure of realigned S.R. 224 and shall control motorized vehicular access from S.R. 224 to the private road system to prevent vehicular through traffic.
- 2.8.4 **Emergency Deer Valley Access.** The Project's seasonal emergency secondary access is through the Deer Valley Ski Area generally as depicted on Exhibit I and crash-gated in the approximate locations shown on Exhibit I. DEER VALLEY shall provide the City and the Park City Fire Service District with keys and/or combinations to the gates. The emergency access is necessary as a controlled evacuation route and as an emergency access for fire and safety personnel and equipment only. The secondary access route is an important ski run to the Deer Valley Ski Area that, in all but the most exceptional circumstances, will be used by skiers and over-the-snow vehicles. The Park City Fire Marshall may cause the access to be plowed and placed into winter service for emergency and evacuation purposes in that

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exceptional emergency situation when normal road access to Flagstaff Mountain is interrupted for an extended period.¹²

- 2.8.5 **Controlled Snowmobile Access.** Winter snowmobile access to Brighton Estates and to Bonanza Flats is presently available over portions of S.R. 224. DEVELOPER and DEER VALLEY shall allow seasonal snowmobile access to property owners and renters in Brighton Estates over those portions of S.R. 224 within the Project that are presently used or alternatively over similar portions of S.R. 224 as may be relocated. DEVELOPER and DEER VALLEY shall otherwise prevent wintertime motorized vehicular access to the extent such action is consistent with the policy of the public entity that owns S.R. 224. The current recreational snowmobile concession in Flagstaff Mountain shall be eliminated with the relocation of S.R. 224.
- 2.8.6 **DEVELOPER's Consent to Transfer.** DEVELOPER consents to cooperate with the City in any state transfer of any portion of S.R. 224.
- 2.9 **Flagstaff Mountain Mitigation/Amenities.** At the City's request, the DEVELOPER shall deliver the following mitigation and amenities as an inducement to execute this Development Agreement:
- 2.9.1 **Trails.** DEVELOPER shall construct, maintain and commit to free public use, an improved public trail system as set forth in an approved Trails Master Plan. The construction of the trails shall be phased with the progress of the development of the Project. Existing trails shall remain open to the public until provisional or final trails have been constructed. Final trail locations may vary due to field conditions and season. Relocation of any trails shall be identified in the Trails Master Plan. Where the trails pass through the Deer Valley Ski Area, or are located on non-development lands owned or controlled by Deer Valley, Deer

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¹² The Park City Fire Marshall may not cause the access to be plowed simply for public convenience.

Valley shall be responsible for trail maintenance and for enforcing reasonable rules and regulations for trail use, including reasonable rules and regulations intended to prevent or minimize conflict between potential trail uses. Pedestrian and bicycle uses of the trail system shall not be prohibited or restricted without being so identified in the Trails Master Plan.

2.9.2 **Gondola.** If approved by the City, DEVELOPER shall construct a gondola from a location in or near Old Town to a terminus in the Mountain Village. DEVELOPER shall submit to the City a complete written description comparing the development scenarios for Flagstaff Mountain with the construction of a gondola and without the construction of a gondola. The City agrees to work expeditiously through the public process with respect to making a final decision regarding the construction of a gondola as set forth in this Section.

2.9.3 **No Gondola Alternative.** If the City determines that the construction of a gondola is not feasible or in the public interest, then: a) DEVELOPER shall contribute \$1,000,000 in cash to the City to be used specifically for other traffic mitigation projects in the City related to the Project, and b) pursuant to an approved Specific Transit Plan or a Parking Management Plan, and in addition to all other commitments herein, DEVELOPER shall expend an additional \$1,000,000 (\$2,000,000 total) for traffic mitigation beneficial to the Project. If DEVELOPER is required to expend \$1,000,000 for traffic mitigation directly related to the Project, then such traffic mitigation expenses and the timing thereof shall be set forth in the Specific Transit Plan.

2.9.4 **Historic Preservation.** The Historic Preservation Plan, at a minimum, shall contain an inventory of historically significant structures located within the Project and shall set forth a preservation and restoration plan, including a commitment to

dedicating preservation easements to the City, with respect to any such historically significant structures. The head frame at the Daly West site is historically significant.

2.9.5 **Enhanced Environmental Protection.** DEVELOPER shall limit the construction or installation of wood-burning devices to one wood-burning device in each of the 54 single-family homes in the Project. DEVELOPER shall not request approval from the City for wood-burning devices in any other attached, or detached, residential uses. Within each lodge, or hotel constructed within the Project, DEVELOPER shall have the right to construct one wood-burning device in each such lodge or hotel.

2.9.6 **Lady Morgan Springs Open Space (Passive Use).** The Lady Morgan Springs Area¹³, shall be restricted, by conservation easements acceptable to the City, and signs and monitoring, if necessary, to limit use of the area to skiing (without cutting runs, glading, or thinning trees) and daytime recreational hiking. Neither construction activity nor motorized vehicular use of any kind shall be allowed in the Lady Morgan Springs Area, except as allowed, with City staff approval, for forestry and wetlands management.

2.9.7 **Open Space (Active).** All land outside of the development areas (ski terrain and open space designated on Exhibit A) will be zoned as Recreation Open Space (ROS-MPD). Upon issuance of the first Small Scale MPD for any portion of the Project, DEVELOPER and DEER VALLEY shall execute a conservation easement, for the benefit of the City and a third party conservation trust (or similar entity), to limit their use of the Flagstaff Mountain ski terrain to construction, development and operation of ski and mountain bike lifts, ski and mountain bike

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¹³ Described and depicted on Exhibit J, and as further defined in the Small Scale MPD process.

runs, one skier day lodge, and other similar winter and summer recreational uses and services. Such conservation easements shall prohibit any hotel, lodging, residential or commercial construction or use on ROS-zoned land in Flagstaff Mountain. Such conservation easement shall be to the reasonable satisfaction of the City and shall be first in priority in title.

2.9.8 **Open Space (Prospect Ridge).** Within 30 days of issuance of a Small Scale MPD, DEVELOPER shall grant to the City a conservation easement, with free public trail access, without encumbrances, over acreage located on Prospect Ridge, contiguous with City-owned open space. The conservation easement area on Prospect Ridge is identified on Exhibit K attached hereto. Such conservation easement shall be to the reasonable satisfaction of the City and shall be first in priority in title.

2.9.9 **Open Space (Iron Mountain).** Upon the issuance of any Small Scale MPD, for any portion of the Project, DEVELOPER shall deed restrict or transfer to Park City, the Iron Mountain Parcels with City-approved encumbrances. In connection with such dedication, DEVELOPER shall reserve to DEVELOPER the right to lease to third parties the Iron Mountain Parcels for ski and other environmentally sensitive recreational uses. Such reservation shall not include the right to cut runs, glade, or thin trees, or construct or install ski lifts or developed alpine ski runs. DEVELOPER shall also reserve the right to retain all rent, proceeds and other consideration resulting from or generated by DEVELOPER leasing the Iron Mountain Parcels to third parties for ski and recreation-related uses. DEVELOPER shall indemnify, defend and hold the City harmless from any claim arising from DEVELOPER's or a third party lessee's use of the Iron Mountain Parcels. Nothing herein should be construed to

limit or waive governmental immunity with respect to claims made against the City.

2.9.10 **Neighborhood-Specific Design Guidelines.** DEVELOPER shall incorporate a Master Resort Association for Flagstaff Mountain and a Project-specific Property Owners' Association for the Mountain Village and Northside Neighborhood areas to cooperatively manage certain aspects of the Project. The Design Guidelines for both the Project and Bonanza Flats must emphasize a strong, common architectural theme, and shall be enforceable by one or more of the above-mentioned Associations.

2.9.11 **Public Safety.** A comprehensive emergency response plan will be required. The proposal includes a public safety site, at a minimum. The final public safety and emergency access plan must be determined prior to any permit issuance and only after coordination with the affected entities, such as the Park City Fire Service District.

2.9.12 **Sandridge Parking Lots.** Prior to the issuance of a Small Scale MPD for any portion of Flagstaff Mountain, DEVELOPER shall irrevocably offer to dedicate to the City a conversation easement, or deed, satisfactory to the City to preserve the Sandridge Parking Lots, described in Exhibit L as a public parking facility. Such interest shall be offered with no outstanding monetary encumbrances.

2.9.13 **Sandridge Heights Property.** Developer further agrees to limit its use of its Sandridge Heights property, described in Exhibit L, to either affordable housing or open space.

2.10 **FLAGSTAFF MOUNTAIN MITIGATION MEASURES:**

2.10.1 **Water System.** DEVELOPER shall build and dedicate to the Park City Water Service District an adequate water delivery

system within Flagstaff Mountain to serve the Project, including all fire flow and irrigation needs.

2.10.1.1 **Withdrawal of Water Protests.** DEVELOPER shall immediately withdraw its protests to the City's pending water change application(s) before the State Engineer and agrees not to protest future City applications before the State Engineer.

2.10.1.2 **Water Source.** DEVELOPER shall design and construct a water source and delivery system to transport water from the water source to Flagstaff Mountain and to dedicate that system to the City. DEVELOPER and the City anticipate that such delivery system will include the development of a well of sufficient capacity to serve the Project.

2.10.1.3 **Group II Rights.** The City and DEVELOPER agree to file a joint application with the State Engineer to convert to municipal use within the boundaries of the Park City Water Service District all "Group II" water rights owned by both parties. The joint application will list all mutual points of diversion, all of the City's municipal sources, and all of DEVELOPER's sources including the proposed Ontario and Empire Canyon Wells. DEVELOPER and the City shall divide the Group II rights approved for municipal use evenly, with DEVELOPER and the City each taking ownership of one-half of the total approved rights. DEVELOPER agrees to sell exclusively to the City its portion of the approved Group II water rights and DEVELOPER's interest in its Theriot Springs and Haueter Springs water rights (Weber Decree Award #456, #467 and #468)

00544835 Bk01276 Pg00506

collectively referred to herein as the “Committed Water”.

2.10.1.4 **Committed Water.** Once approved for municipal use, all Committed Water shall be leased to the City at a nominal cost and will therefore be unavailable for sale to others. DEVELOPER shall dedicate the Committed Water to the City, and the City shall pay to DEVELOPER from time to time an amount equal to the water development impact fees actually collected by the Park City Water Service District from the development of Flagstaff Mountain. Each such payment from the City to DEVELOPER shall be paid within 30 days following the receipt by the Park City Water Service District of each such water development impact fee.

2.10.1.5 **Excess Water Rights.** If after ten (10) years or 90% buildout of Flagstaff Mountain and Bonanza Flats, whichever last occurs, DEVELOPER retains water rights in excess of the water demand for both projects, the City may purchase the excess water rights from DEVELOPER at fair market value based on an appraisal from a mutually agreed upon appraiser or the City may relinquish its interest in the excess water rights. The City shall elect to either purchase (some or all of the excess water rights) or relinquish its interest in the excess water rights within 180 days of written notice of the expiration of 10 years or 90% buildout of both projects, whichever last occurs. If the City takes no action within the 180 days, City will be deemed to have relinquished its interest in the excess water rights.

2.10.1.6 **Impact Fees and Water Rates.** The City will charge water development and connection impact fees

and water rates within the Project in an amount equal to the water development and connection impact fees and water rates charged to other water users within the Park City Water Service District, unless extraordinary costs can be identified by the City and fairly assigned to the water users within the Project.

2.10.2 Transportation and Traffic Mitigation. DEVELOPER has agreed to provide the following transportation and traffic mitigation measures.¹⁴ Prior to the issuance of a Certificate of Occupancy within the Mountain Village,¹⁵ the DEVELOPER shall provide the following to reduce the traffic anticipated by the Project:

2.10.2.1 **Van and Shuttle Service.** DEVELOPER shall provide for its owners, employees and guests, van and shuttle service alternatives consisting of regular circulator service within the Mountain Village and service from the Mountain Village to key destinations such as the Salt Lake International Airport, Main Street, Silver Lake, golf courses, and recreational trail heads.

2.10.2.2 **Road and Intersection Improvements.** Attached hereto as Exhibit M is a map and a more detailed list of improvements, which shall be constructed by DEVELOPER in satisfaction of this obligation. Prior to the construction of any of the improvements described below, the City shall review and approve or reject with suggested changes all plans, drawings and specifications with respect to the alignment and construction of such road and intersection

¹⁴ However, within the Small Scale MPD process, the City may conclude that these transportation and traffic measures should be reduced, and will modify DEVELOPER's obligations accordingly.

¹⁵ Except for DEER VALLEY's day lodge pursuant to paragraph 2.5 herein.

00544835 Bk01276 Pg00508

improvements. Following DEVELOPER's completion of the construction of such improvements, DEVELOPER shall offer to dedicate such improvements to the appropriate governmental entity.

2.10.2.3 Contribution to Marsac Roundabout.

DEVELOPER shall financially participate in the reconstruction of the intersection of Marsac Avenue and Deer Valley Drive. DEVELOPER is responsible for paying its proportionate share (determined by projected traffic generation) of the City's cost of such reconstruction to mitigate the impact of the Flagstaff Mountain and Bonanza Flats projects on the intersection.

2.10.2.4 Runaway Truck Lane. DEVELOPER, or an affiliate of DEVELOPER, shall construct a runaway truck lane on the Mine Road section of S.R. 224, as described on Exhibit N attached hereto. DEVELOPER expects to dedicate the Runaway Truck Lane to UDOT.

2.10.2.5 Mine Road Widening. Upon Planning Commission recommendation, DEVELOPER shall widen the Mine Road section of S.R. 224 as described on Exhibit M attached hereto.

2.10.2.6 Mine Road Passing Lane. Upon Planning Commission recommendation, DEVELOPER shall create and dedicate a passing lane on the Mine Road section of S.R. 224 as described on Exhibit M attached hereto.

2.10.2.7 Drainage Improvements. DEVELOPER shall improve drainage to S.R. 224 as described on

Exhibit M attached hereto.

2.10.2.8 **Landscaping.** Upon Planning Commission approval, DEVELOPER may construct and create, at DEVELOPER'S sole cost and expense, landscape improvements in the area depicted on Exhibit M, uphill from the intersection of S.R. 224 with Hillside to act as a Project entry statement.

2.10.3 **Construction Mitigation.** DEVELOPER shall provide the following measures, all to the reasonable satisfaction of the City's Chief Building Official, to mitigate the impact of construction within Flagstaff Mountain. DEVELOPER shall also adhere to the usual construction impact mitigation measures required by the City. Additional reasonable site-specific mitigation measures may be required at the Small Scale MPD phase. These measures will be permanently reflected in Covenants, Conditions and Restrictions of each development parcel. The Detailed Construction Phasing Plan to be submitted by DEVELOPER to the City shall include, without limitation, provisions pertaining to:

2.10.3.1 Limits of Disturbance and Vegetation Protection for all construction, including construction of public improvements.

2.10.3.2 Construction staging, on-site batch plants, and materials stockpiling¹⁶ and recycling in the Daly West area to keep all excavated materials on site during the Project infrastructure and construction phases.

2.10.3.3 Construction traffic routing plan to minimize traffic impacts on Old Town and residential areas, by only allowing construction traffic to use current state roads, unless otherwise directed by the City.

2.10.3.4 Dust and soils monitoring and containment, along with

¹⁶ Developer shall stockpile all earthen material on site.

remediation of contaminated mining waste within the areas that are disturbed during the construction of the improvements within the Project and erosion and runoff controls for the entire Project

2.10.3.5 Temporary public access trails throughout construction.

2.10.3.6 Tools and equipment storage on-site adequate to serve all construction.

2.10.4 **Employee/Affordable Housing.** DEVELOPER shall provide deed-restricted employee/affordable housing units as defined by the City's affordable housing policy in an amount equal to 10% of the residential and 20% of the commercial Unit Equivalents approved by the City for the Project. A minimum of 25% of the affordable housing obligation shall be located on-site within the Project, unless otherwise directed by the Housing Authority. DEVELOPER and the City shall consult with Mountainlands Housing Trust, or its equivalent (if any), to determine the type and location of employee/affordable housing which would be most effective in offsetting the demand generated from the Project. DEVELOPER shall provide the remaining 75% of the units as directed by the Housing Authority. The employee/affordable housing will be phased with the Project. Upon Planning Commission recommendation, the Housing Authority may direct DEVELOPER to:

2.10.4.1 Develop, subject to deed restrictions some of the remaining units on the 20-Acre Quinn's Junction Parcel; or

2.10.4.2 Donate in a form satisfactory to the City, without restrictions or encumbrances, the 20-Acre Quinn's Junction Parcel to the City in lieu of some or all of the remaining portion of DEVELOPER's affordable housing obligation; or

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2.10.4.3 Build the units on an alternate parcel provided to DEVELOPER by the City. DEVELOPER must donate the 20-Acre Quinn's Junction Parcel to the City if the City offers to donate otherwise suitable land to DEVELOPER. If the City and DEVELOPER exchange parcels with respect to the new employee/affordable housing units, then DEVELOPER shall construct on such alternate parcel such number of new employee/affordable housing units, up to the required number of units, for which DEVELOPER is able to obtain approval. In no event shall the cost incurred by DEVELOPER to construct the new employee/affordable housing units on an alternate parcel provided by the City exceed the cost which DEVELOPER would have incurred to construct such new employee/affordable housing units on the 20-Acre Quinn's Junction Parcel; or

2.10.4.4 If mutually acceptable to DEVELOPER and the City, pay to the City a fee in lieu of constructing employee/affordable housing, consistent with the City's affordable housing policy, if such payment in lieu of constructing employee/affordable housing results in the construction or dedication of actual units for affordable /employee housing; or

2.10.4.5 Satisfy its obligation in a manner otherwise consistent with the City's affordable housing policy.

2.10.5 5-Year Irrevocable Offer to Annex the 20-Acre Quinn's

Junction Parcel. For the next five years, DEVELOPER hereby irrevocably offers to annex the 20-Acre Quinn's Junction Parcel to the City.

00544835 Bk01276 Pg00512

SECTION III. ADDITIONAL PUBLIC BENEFITS

In addition to the foregoing, DEVELOPER offers the following inducements to contract:

- 3.1 **Richardson Flats.** DEVELOPER unconditionally offers to annex Richardson Flats to the City and, regardless of the annexation of Richardson Flats, to restrict development of Richardson Flats to one of the following options to be selected by DEVELOPER, at DEVELOPER'S sole discretion:

Option 1. Under Option one DEVELOPER must limit the use of Richardson Flats to golf (with the requisite clubhouse, maintenance buildings and other related improvements), equestrian uses (including the construction of an arena or indoor equestrian center), and/or such other public recreational opportunities or special events as the City may deem proper. In the event DEVELOPER is able to obtain necessary approvals from EPA and/or DEQ, then DEVELOPER must construct on Richardson Flats a golf course, clubhouse, and driving range with adequate¹⁷ provisions for defined public access.

Option 2. Under Option two, DEVELOPER must limit the use of Richardson Flats to an 18-hole golf course (with the requisite clubhouse, maintenance buildings and other related improvements)¹⁸ and would make available to the City a site for a second 18-hole golf course. The site to be donated to the City would not include land in need of environmental remediation. If a second golf course is constructed under Option two, then the City and DEVELOPER shall work cooperatively to develop shared facilities such as a driving range and golf maintenance shops.

Option 3. If, after diligent efforts, DEVELOPER cannot receive EPA or DEQ approval of the aforementioned recreational

¹⁷ The course must be operated to maximize play.

¹⁸ Under Option 2 DEVELOPER may in the City's sole discretion be afforded the right to use Richardson Flats for such other public recreational opportunities or special events as the City may deem proper.

improvements, DEVELOPER will perpetually deed restrict Richardson Flats to prevent further development.¹⁹

- 3.2 **Open Space/Transit Management Fund.** DEVELOPER shall pay on each transfer of DEVELOPER's land, and shall separately covenant with all successors in interest in a manner which runs with the land, to assess a 1% Open Space/Transit Management Fee on the gross sales price of all real property within the Project. 50% of the Open Space/Transit Management Fee shall belong to the Flagstaff Mountain Master Resort Association to reduce Master Resort Association dues associated with obligations assumed herein or to enhance the Master Resort Association's service to its members. 50% of the Open Space/Transit Management Fee shall be paid to the City to assist in funding the costs and expenses for enhanced transportation to the Project, recreation improvements and/or open space acquisition, maintenance or preservation. This Open Space/Transit Management Fee shall not apply to the transfer of real property within the Project either solely as security for financing (e.g. mortgage) or for nominal consideration solely to initially capitalize the development entity. DEVELOPER acknowledges that the Project requires an open space management fee to mitigate the adverse effects of the Project. As such, DEVELOPER covenants that it will pay this fee as a contractual obligation, and not as a regulated entity. DEVELOPER shall vigorously defend the imposition of such fees. DEVELOPER shall not take any action (contractually, judicially, or legislatively) to challenge or otherwise adversely affect the enforceability of the Open Space/Transit Management Fee as a valid and enforceable real covenant.

SECTION IV. IMPACT FEES/PLAN CHECK FEES

- 4.1 **Conditions of Approval and Impact Fees.** With respect to the development of Flagstaff Mountain, DEVELOPER accepts and agrees to comply with the impact, connection and building fees of the City currently

00544835 Bk01276 Pg00514

¹⁹ The timing of Richardson Flats development shall be addressed in the Construction Phasing and General Infrastructure Phasing Plans required in Sections 2.1.10 and 2.1.11 with development commencing as early as possible.

in effect, or as amended, to the extent the amended fees are applied uniformly within an impact fee district. DEVELOPER acknowledges that the Project requires infrastructure supported by impact fees and finds the fees currently imposed to be a reasonable monetary expression of exactions that would otherwise be required at this time. As such, DEVELOPER covenants that it will pay impact fees as a contractual obligation, and not exclusively as a regulated entity. If the state legislature disallows the imposition of a regulatory impact fee, DEVELOPER will pay those impact fees in effect at the time of such change in state law throughout the remaining buildout of the Project. Further DEVELOPER agrees to pay plan check fees in the amount of 65% of the building permit fee.

SECTION V. BONANZA FLATS DEVELOPMENT PARAMETERS

- 5.1 **Restrictions on Bonanza Flats Development.** DEVELOPER covenants that it will never apply, nor assist in any application, to the City or to Wasatch County for the development of Bonanza Flats in excess of the following maximum densities. Further, DEVELOPER shall amend its development application with Wasatch County, and shall restrict development in Bonanza Flats to the following maximum densities:
- 5.1.1 A maximum of 260 residential units (280 Unit Equivalents), of which no more than 160 units shall be Bonanza Flats single family home sites.
 - 5.1.2 An 18-hole golf course, including the construction of no larger than a 20,000 sq. ft club house and other golf-related facilities, with Nordic skiing thereon during the winter, all as generally depicted on Exhibit O.
 - 5.1.3 75,000 square feet of resort-related commercial uses.
 - 5.1.4 Alpine and Nordic ski terrain, ski runs, ski lifts and other ski-related improvements, all as depicted on Exhibit O.
- 5.2 **Wasatch County Approval of Bonanza Flats Development Proposal.** DEVELOPER has a pending application in Wasatch County, with respect

to Bonanza Flats, requesting density far in excess of that which the City regards as appropriate. As an inducement for the City to enter into this Agreement, DEVELOPER agrees to amend its development application with Wasatch County in order to reflect the terms and conditions of this Agreement regarding the development of Bonanza Flats. City's contractual restrictions on Bonanza Flats development are in no respect an endorsement of development on Bonanza Flats. DEVELOPER agrees that the portions of Bonanza Flats, as described on Exhibit C attached hereto, which are not to be developed shall be subjected to restrictive covenants or conservation easements, dedicated to a third party conservation trust (or similar entity), in a form acceptable to the City, so that the real property which is not to be developed shall be limited in perpetuity to recreational and open-space uses. DEVELOPER and the City acknowledge that the annexation of Bonanza Flats to the City is not being considered at this time by either the City or by DEVELOPER.

- 5.3 **Snyderville Basin Sewer Improvement District Annexation.** Snyderville Basin Sewer Improvement District ("SBSID") must agree to annex Bonanza Flats and agree to provide sewer service within Bonanza Flats if Park City is to provide water service to the area. SBSID capacity shall be restricted in size to accommodate no more than the restricted densities agreed to herein. If Wasatch County approves the use of Park City water for culinary use in Bonanza Flats, then DEVELOPER must apply for and pursue annexation to SBSID.
- 5.4 **Annexation.** If Wasatch County recommends that DEVELOPER seek annexation to the City of Bonanza Flats, then DEVELOPER shall request that the City annex Bonanza Flats. In the event that DEVELOPER requests that the City annex Bonanza Flats, the City anticipates the execution of an interlocal agreement with Wasatch County to address fiscal issues in connection with the City's annexation of Bonanza Flats.
- 5.5 **Request for Transfer of Bonanza Flats Density to Flagstaff Mountain.** DEVELOPER may seek approval from the City of additional density

within Flagstaff Mountain in exchange for DEVELOPER transferring approved density from Bonanza Flats and deed restricting such land as open space. City's contractual restrictions on development in Bonanza Flats in no way shall be construed as an endorsement of such densities either in Bonanza Flats nor transferred to the Mountain Village. Upon DEVELOPER's request, the City would consider such transfer. If favorably inclined to entertain such density transfer, the City would attempt in good faith to negotiate an interlocal agreement with Wasatch County to address fiscal issues associated with such action. In connection with any such request by DEVELOPER, the City may give higher priority to the transfer of multifamily or lodging units and may consider many factors, including but not limited to the following:

- 5.5.1 The location and quality of open space within the Bonanza Flats property that would occur as a result of the transfer;
- 5.5.2 The suitability of increased density in the Mountain Village;
- 5.5.3 The potential reduction of traffic;
- 5.5.4 The potential positive impacts on the transportation system;
- 5.5.5 The visual and other impacts to the Mountain Village; and
- 5.5.6 The positive and negative impacts to the Bonanza Flats Property.

5.6 **Private Road.** Consistent with an approved phasing plan for Flagstaff Mountain, DEVELOPER may construct a private controlled access road between the Flagstaff Mountain and the Bonanza Flats development areas, provided that such private road is properly controlled to prevent through access to adjacent properties and deed restricted to prevent its extension beyond the terminus depicted in Exhibit C.

5.7 **Water Service.** DEVELOPER and the City acknowledge and agree that water service and sewer service to Bonanza Flats should be provided from the same basin in order to avoid any trans-basin transfer issues. Inasmuch as the City shall be providing water service to the Project, the City and DEVELOPER desire that the City provide water service to Bonanza Flats as well. If Wasatch County: 1) approves DEVELOPER's amended

proposal for the limited development of Bonanza Flats detailed herein, and 2) approves DEVELOPER's proposal that the City provide water service to Bonanza Flats, then, subject to a City-approved infrastructure phasing plan, DEVELOPER shall build and dedicate to the Park City Water Service District an adequate water delivery system, to service Bonanza Flats, including all fire flow and irrigation needs. DEVELOPER shall work cooperatively with the City to develop a water source or sources, including, but not limited to, making well sites, water rights and easements available to the City. The City shall provide culinary water to Bonanza Flats according to the terms of this Agreement. DEVELOPER will construct all infrastructure, including a source of water necessary to provide water service to Bonanza Flats. City water development and connection fees, as well as water rates, shall be the same as those imposed in the Project, unless the City can identify and fairly assign extraordinary costs to end users within Bonanza Flats. No water from a Weber Drainage Basin source shall be used for outdoor uses in Bonanza Flats.

- 5.8 **No Annexation Alternative.** If Bonanza Flats is not annexed into the City, and if the requirements described in Sections 5.3, 5.6 and 5.7 are satisfied, then DEVELOPER shall not build within Bonanza Flats more than the units described in Section 5.1 above.
- 5.9 **Conditions of Development of Bonanza Flats.** Regardless of the annexation of Bonanza Flats to the City, DEVELOPER agrees to the following:
- 5.9.1 The residential and commercial units constructed within Bonanza Flats shall not be located adjacent to the lakes within the Bonanza Flats property.
- 5.9.2 If Bonanza Flats is developed, but is not annexed DEVELOPER agrees to provide employee/affordable housing units consistent with its obligations in the Flagstaff Mountain annexation.
- 5.9.3 Within Bonanza Flats, DEVELOPER shall limit the construction of wood-burning devices to one wood-burning device per single

family unit. DEVELOPER shall not request approval from Wasatch County or from the City for wood-burning devices in any other attached, or detached, residential uses. Within each lodge, or hotel constructed within Bonanza Flats, DEVELOPER may construct one wood-burning device in each such lodge or hotel.

5.9.4 DEVELOPER shall pursue an interlocal agreement with Wasatch County whereby the Park City Fire Protection District will provide fire protection services within Bonanza Flats.

5.9.5 Upon realignment of S.R. 224, DEVELOPER shall prohibit commercial snowmobile use within Bonanza Flats.

SECTION VI. AMENDMENT OF AGREEMENT AND DEVELOPMENT PLAN

6.1 This Agreement may be amended from time to time by mutual written consent of the Parties.

SECTION VII. IMPLEMENTATION OF THIS AGREEMENT

7.1 **Processing and Approvals.** Site specific plans shall be deemed proposed Small Scale Master Plans and shall be subject to the process and limitations set forth in the Park City Municipal Corporation Land Management Code that is in effect when the DEVELOPER submits a complete application for a Small Scale MPD.

7.2 **Cooperation in the Event of Legal Challenge.** If any third party challenges the validity, or any provision, of this Agreement, (1) the Parties shall cooperate in defending such action or proceeding, and (2) DEVELOPER shall hold harmless, and shall indemnify the City for all costs (including attorneys' fees) associated with defending this Agreement. Nothing herein shall be construed as a waiver of governmental immunity, as applicable.

7.3 **Impossibility of Performance.** If this Agreement is delayed in its effect by actions beyond the control of City or DEVELOPER, this Agreement shall remain in full force and effect during such delay. If such delay in the effect of this Agreement extends for a period of more than one year, this

Agreement shall be terminable by DEVELOPER or the City upon written notice to the other at any time after such initial one-year period. In the event of termination, all rights and obligations hereunder shall be deemed terminated, provided, however, that the parties shall cooperate to return to the status quo ante.

Section VIII. GENERAL PROVISIONS

- 8.1 **Covenants Running with the Land.** The provisions of this Agreement shall constitute real covenants, contract and property rights and equitable servitudes, which shall run with all of the land subject to this Agreement. The burdens and benefits hereof shall bind and inure to the benefit of each of the Parties hereto and all successors in interest to the Parties hereto. All successors in interest shall succeed only to those benefits and burdens of this Agreement which pertain to the portion of the Project to which the successor holds title. Such titleholder is not a third party beneficiary of the remainder of this Agreement or to zoning classifications and benefits relating to other portions of the Project.
- 8.2 **Transfer of Property.** DEVELOPER and DEER VALLEY shall have the right, without obtaining the City's consent or approval, to assign or transfer all or any portion of its rights, but not its obligations, under this Agreement to any party acquiring an interest or estate in the Project, or any portion thereof. Third party assumption of DEVELOPER's or DEER VALLEY's obligations under this Agreement shall not relieve DEVELOPER or DEER VALLEY of any responsibility or liability with respect to the expressly assumed obligation, unless the City expressly agrees in writing to the reduction or elimination of DEVELOPER's or DEER VALLEY's responsibility or liability. DEVELOPER and DEER VALLEY shall provide notice of any proposed or completed assignment or transfer. If DEVELOPER or DEER VALLEY transfers all or any portion of the property comprising Flagstaff Mountain, Richardson Flats, Sandridge or Bonanza Flats, the transferee shall succeed to all of DEVELOPER's or DEER VALLEY's rights under this Agreement. To

the extent the City believes (in its sole discretion, considering the totality of the DEVELOPER's and/or DEER VALLEY's obligations) that the successor in interest has ample resources to secure the City's rights under this Agreement, the City may release DEVELOPER and/or DEER VALLEY from its proportionate liability under this Agreement.

- 8.3 **No Agency, Joint Venture or Partnership.** It is specifically understood and agreed to by and among the Parties that: (1) the subject development is a private development; (2) City, DEER VALLEY and DEVELOPER hereby renounce the existence of any form of agency relationship, joint venture or partnership among City, DEER VALLEY and DEVELOPER; and (3) nothing contained herein shall be construed as creating any such relationship among City, DEER VALLEY and DEVELOPER.

SECTION IX. MISCELLANEOUS

- 9.1 **Incorporation of Recitals and Introductory Paragraphs.** The Recitals contained in this Agreement, and the introductory paragraph preceding the Recitals, are hereby incorporated into this Agreement as if fully set forth herein.
- 9.2 **Other Miscellaneous Terms.** The singular shall include the plural; the masculine gender shall include the feminine; "shall" is mandatory; "may" is permissive.
- 9.3 **Severability.** If any provision of this Agreement or the application of any provision of this Agreement to a particular situation is held by a court of competent jurisdiction to be invalid or unenforceable, the remaining provisions of this Agreement shall continue in full force and effect.
- 9.4 **Construction.** This Agreement has been reviewed and revised by legal counsel for DEVELOPER, DEER VALLEY and the City, and no presumption or rule that ambiguities shall be construed against the drafting Party shall apply to the interpretation or enforcement of this Agreement.
- 9.5 **Notices.** Any notice or communication required hereunder between the Parties must be in writing, and may be given either personally or by registered or certified mail, return receipt requested. If given by registered

or certified mail, the same shall be deemed to have been given and received on the first to occur of (i) actual receipt by any of the addressees designated below as the Party to whom notices are to be sent, or (ii) five (5) days after a registered or certified letter containing such notice, properly addressed, with postage prepaid, is deposited in the United States mail. If personally delivered, a notice is given when delivered to the Party to whom it is addressed. Any Party hereto may at any time, by giving ten (10) days written notice to the other Parties hereto, designate any other address in substitution of the address to which such notice or communication shall be given. Such notices or communications shall be given to the Parties at the address set forth below:

If to City to:

City Manager
445 Marsac Ave.
P.O. Box 1480
Park City, UT 84060

Copy to:

City Attorney
445 Marsac Ave.
P.O. Box 1480
Park City, UT 84060

If to DEVELOPER to:

United Park City Mines Company
P.O. Box 1450
Park City, UT 84060

Copy to:

Craig B. Terry
Parsons Behle and Latimer
P.O. Box 45898
Salt Lake City, Utah 84145-0898

If to DEER VALLEY:

Deer Valley Resort Company
Attn: Bob Wheaton, President
2250 Deer Valley Drive South
P.O. Box 889
Park City, Utah 84060

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Copy to:
Wendy A. Faber
General Counsel
Royal Street Corporation
7620 Royal Street East, Suite 205
P.O. Box 3179
Park City, Utah 84060

9.6 **No Third Party Beneficiary.** This Agreement is made and entered into for the sole protection and benefit of the Parties and their assigns. No other party shall have any right of action based upon any provision of this Agreement whether as third party beneficiary or otherwise.

9.7 **Counterparts and Exhibits.** This Agreement is executed in four (4) duplicate counterparts, each of which is deemed to be an original. This Agreement consists of forty-two (42) pages, including notary acknowledgment forms, and in addition, sixteen (16) exhibits, which constitute the entire understanding and agreement of the Parties to this Agreement. The following exhibits are attached to this Agreement and incorporated herein for all purposes:

Exhibit A	Map and Legal description of Flagstaff Mountain
Exhibit B	Map and Legal description of the Iron Mountain Parcels
Exhibit C	Map of Bonanza Flats
Exhibit D	Map and Legal description of Richardson Flats
Exhibit E	Map and Legal description of 20-Acre Quinn's Junction Parcel
Exhibit F	Deer Valley Ski Area Master Plan
Exhibit G	Deer Valley Resort Company Ski Run Construction and Revegetation Standards
Exhibit H	Guardsman Realignment
Exhibit I	Emergency Access
Exhibit J	Lady Morgan Springs Open Space Area
Exhibit K	Approximate Location of Prospect Ridge Open Space

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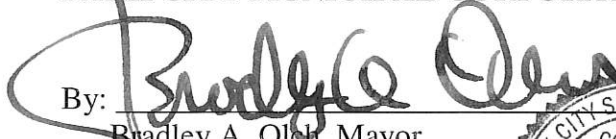
- Exhibit L Map of Sandridge Parking Lots and Sandridge Heights parcels
- Exhibit M Road and Intersection Improvements Detail
- Exhibit N Runaway Truck Lane
- Exhibit O Bonanza Flats golf course and ski improvements
- Exhibit P Zoning Map for Flagstaff Mountain

9.8 **Attorneys' Fees.** In the event of a dispute between any of the Parties arising under this Agreement, the prevailing Party shall be awarded its attorneys' fees and costs to enforce the terms of this Agreement.

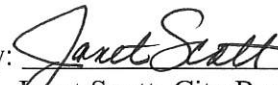
9.9 **Duration.** This Agreement shall continue in force and effect until all obligations hereto have been satisfied. DEVELOPER shall record the approved annexation plat for Flagstaff Mountain within 30 days of the City's adoption of an annexation ordinance to annex Flagstaff Mountain. The Large Scale Master Plan for Flagstaff Mountain granted herein shall continue in force and effect for a minimum of four years from its issuance and shall be effective so long as construction is proceeding in accordance with the approved phasing plan. Upon expiration of the minimum four-year period, approval will lapse after two additional years of Inaction following the expiration of such four-year period, unless extended for up to two years by the Planning Commission.

IN WITNESS WHEREOF, this Agreement has been executed by UPCM and by DEER VALLEY by persons duly authorized to execute the same and by the City of Park City, acting by and through its City Council as of the 24th day of June, 1999.

PARK CITY MUNICIPAL CORPORATION

By: 
 Bradley A. Olsen, Mayor

ATTEST: City Clerk

By: 
 Janet Scott, City Recorder



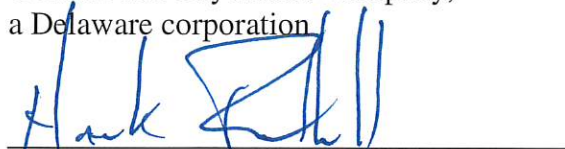
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APPROVED AS TO FORM:


Jodi Hoffman, City Attorney

DEVELOPER:

United Park City Mines Company,
a Delaware corporation


By: Hank Rothwell
Title: President

STATE OF UTAH)
 : ss
COUNTY OF SUMMIT)

On this 2nd day of July 1999, before me, **Thomas L. O'Finnegan**, the undersigned Notary Public, personally appeared **Hank Rothwell**, personally known to me to be the President of United Park City Mines Co., on behalf of the corporation named herein, and acknowledged to me that the corporation executed it. Witness my hand and official seal.




Notary Public, State of Utah
Residing in Park City, Utah

DEER VALLEY RESORT COMPANY,

a Utah limited partnership

By: Royal Street of Utah, a Utah corporation,
General Partner

By: 
Robert Wells, Vice President

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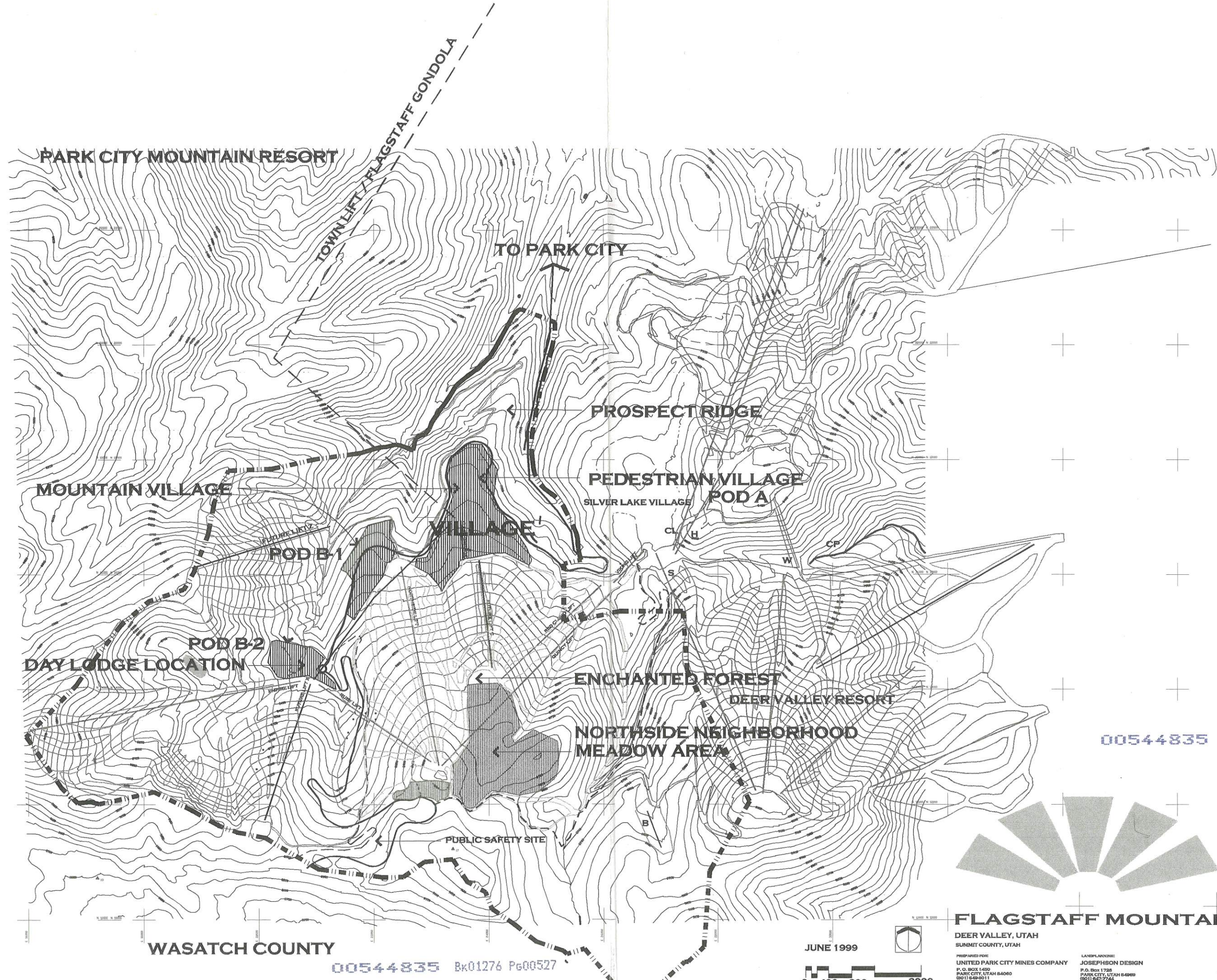
STATE OF UTAH)
 : ss
COUNTY OF SUMMIT)

On this 2nd day of July 1999, before me, **Thomas L. O'Finnegan**, the undersigned Notary Public, personally appeared **Robert Wells**, personally known to me to be the Vice President of Royal Street of Utah, on behalf of the corporation named herein, and acknowledged to me that the corporation executed it. Witness my hand and official seal.



Thomas L. O'Finnegan
Notary Public, State of Utah
Residing in Park City, Utah

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FLAGSTAFF MOUNTAIN AT DEER VALLEY

Boundary Description

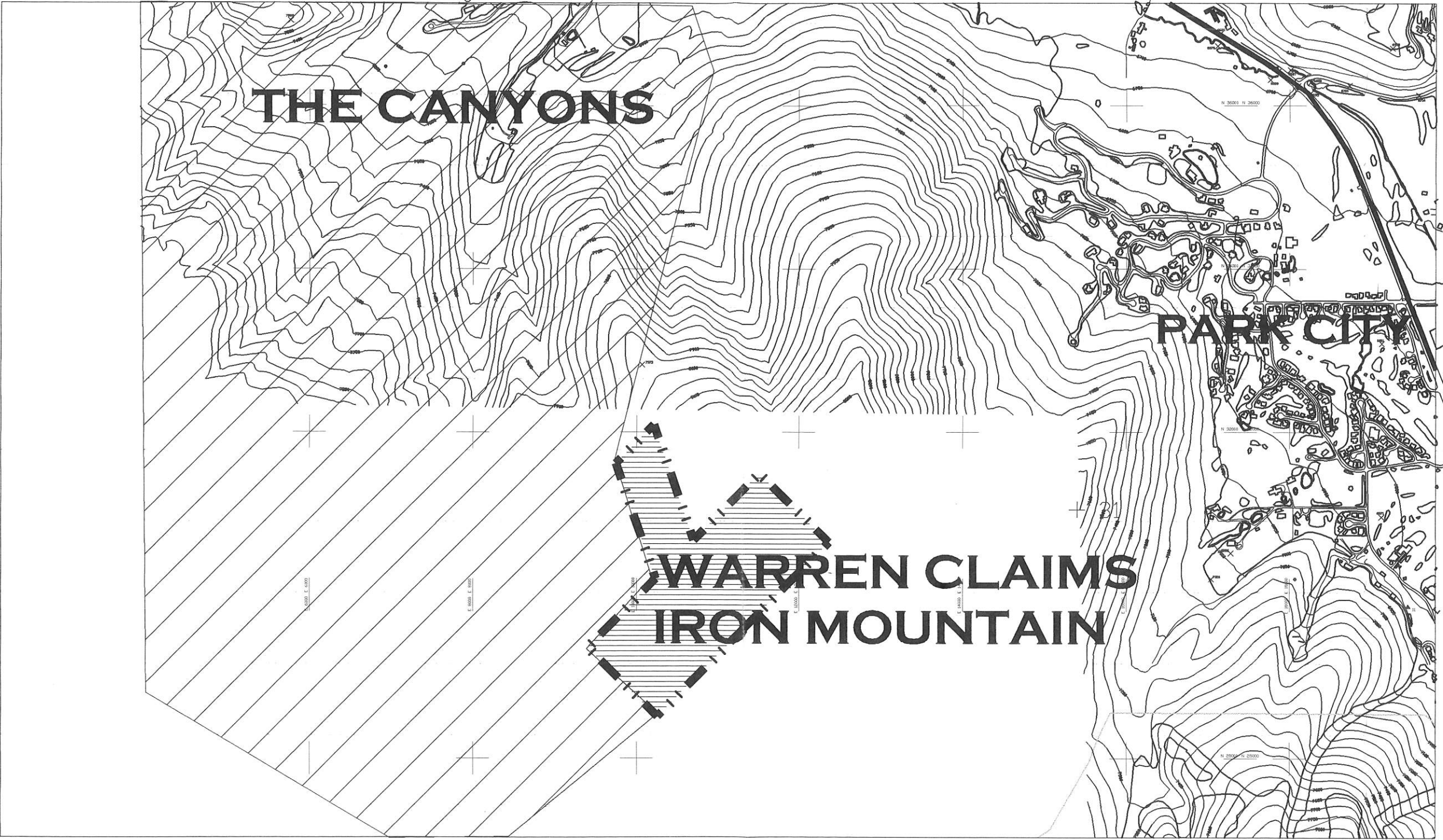
Beginning at a point identified as County Line Monument Number 2343, said point on the line common to Summit and Wasatch counties and also on the demarcation line between the Park City Ski Area and the Deer Valley Resort, said point lying on the ridge and hilltop above the Anchor Mine Shaft and also being North 04°39'13" East 1303.92 feet, more or less, from the Southwest corner of Section 29, Township 2 South Range, 4 East, Salt Lake Base and Meridian and running Northeasterly along said demarcation and ridge line :

North 44°09'00" East 1236.63 feet; thence North 35°07'44" East 548.54 feet; thence North 37°33'27" East 779.84 feet; thence North 49°33'13" East 616.72 feet; thence North 71°34'40" East 644.26 feet; thence North 30°09'00" East 354.14 feet; thence North 20°48'44" East 698.015 feet; thence North 10°48'36" East 569.75 feet; thence North 23°55'00" East 604.00 feet; thence North 87°35'00" East 778.00 feet; thence North 77°17'18" East 735.40 feet; thence North 82°14' East 672.44 feet more or less to a point on the Westerly boundary line of the "Anchor Tunnel Portal Mining Reservation", said point being North 39°17'38" East 942.39 feet more or less from the Southwest corner of Section 21 Township 2 South, Range 4 East, Salt Lake Base and Meridian, said point also lying along the ridge line between Empire Canyon and Walker and Webster Gulch; thence along said ridgeline the following eight courses: thence North 64°44'13" East 136.79 feet; thence North 67°45'58" East 149.28 feet; thence North 81°11'10" East 122.88 feet; thence North 77°19'44" East 85.84 feet; thence North 77°48'30" East 79.25 feet; thence North 86°11'16" East 94.42 feet; thence South 72°54'27" East 85.42 feet; thence South 71°42'35" East 163.49 feet more or less to a point on the westerly right -of-way line of the Judge Tunnel/Empire Canyon Water Tank Supply Line Easement, said point lying North 79°18'06" West 5.00 feet more or less, from Map Point A-1 as described in that certain Reservoir Easement dated April 19, 1978 and Recorded as Entry No. 147912 in the Records of the of the Recorder for Summit County, Utah; thence along said westerly right-of-way the following fifteen (15) courses: North 10°41'54" East 76.70 feet; thence North 15°21'41" East 116.20 feet; thence North 56°44'38" East 142.80 feet; thence North 46°47'25" East 123.00 feet; thence North 35°09'16" East 88.70 feet; thence North 32°14'53" East 101.60 feet; thence North 32°00'03" East 159.20 feet; thence North 33°26'55" East 136.00 feet; thence North 38° 27'54" East 138.00 feet; thence North 27°54'51" East 126.00 feet; thence North 31°30'07" East 96.20 feet; thence North 40°35'50" East 110.80 feet; thence North 50°15'25" East 92.50 feet; thence North 56°00'00" East 94.90 feet; thence North 50°23'25" East 105.09 feet; thence North 47°29'30" East 405.07 feet more or less to a point on the westerly edge of Daly Avenue; thence along said Daly Avenue the following three courses: North 32°04'00" East 296.25 feet; thence North 29°09'57" East 315.97 feet; thence North 28°18'45" East 186.56 feet, more or less, to the East-West center line of Section 21 Township 2 South, Range 4 East, Salt Lake Base and Meridian, said Section Line also being the southerly

boundary line for the corporate limits of Park City, Utah; thence South 89°59'59" East 940.12 feet, more or less, along said Section line 940.12 feet to a point on the easterly right-of-way line for Utah State Highway 224 as located in Ontario Canyon; thence along said highway the following 12 courses; South 00°15'34" West 115.59 feet to a point on a 1,482.39 foot radius curve to the left; thence Southwesterly along the arc of said curve through a central angle of 15°23'33" 398.24 feet more or less; thence South 15°39'07" West 559.69 feet to a point on a 5,679.58 foot radius curve to the left; thence Southwesterly along the arc of said curve, through a central angle of 06°11'23", a distance of 613.57 feet; thence South 09°27'44" West 368.77 feet to a point on a 1,382.39 foot radius curve to the left; thence southerly along the arc of said curve, through a central angle of 16°06'55", a distance of 388.82 feet; thence South 6°39'11" East 217.32 feet to a point on a 586.62 foot radius curve to the left; thence southeasterly along the arc of said curve, through a central angle of 48°51'38", a distance of 500.26 feet; thence South 55°30'59" East 87.30 feet to a point on a 686.62 foot radius curve to the right; thence along the arc of said curve, through a central angle of 30°23'53", a distance of 364.28 feet; thence South 25°06'53" East 397.14 feet to a point on a 508.37 foot radius curve to the right; thence along the arc of said curve, through a central angle of 21°36'53", a distance of 191.78 feet; thence South 3°30'00" East 63.08 feet to a point on a 220.00 foot radius curve to the left; thence along the arc of said curve, through a central angle of 55°51'14", a distance of 214.46 feet; thence South 31°30'00" West 68.20 feet; thence South 79°38'18" West 45.49 feet to a point on the southeasterly boundary of the Ontario Number 3 Shaft Mining Reservation; thence South 79°59'46" West 300.78 feet more or less along the southeastern edge of said Mining Reservation; thence South 17°09'45" East 88.76 feet more or less to a point on a piece of property that is the subject of Entry Number 158551 of the Summit County Records; thence along said parcel the following five courses: South 955.96 feet; thence North 69° East 360.00 Feet; thence South 29°20' West 117.60 feet; thence North 78°10' East 714.30 feet; thence East 1,106.71 feet more or less to a point the Wasatch-Summit County line: thence along said Wasatch – Summit County line. The following thirty courses: South 04°15'00" East 1,028.07 feet; thence South 25°30'30" East 2,521.90 feet to County Line Point 51; thence South 29°50'00" West 1,398.30 Feet to County Line Point 55; thence South 4°19'00" West 1,320.70 feet to County Line Point 58; thence South 47°05'00" West 369.50 feet to a County Line Point; thence South 83°34'00" West 69.10 feet to County Line Point 59; thence South 47°42'00" West 1,207.40 feet to County Line Point 62A; thence North 39°53'30" West 1,352.50 feet to County Line Point 64; thence North 72°50'00" West 317.30 feet to County Line Point 65; thence North 46°45'00" West 87.90 feet to County Line Point 66; thence North 70°57'00" West 502.00 feet to County Line Point 67; thence North 51°56'00" West 481.90 feet to County Line Point 68; thence North 55°53'00" West 466.80 feet to County Line Point 69 feet; thence North 21°49'00" West 317.40 feet to County Line Point 70; thence North 59°57'00" West 360.50 feet to County Line Point and Triangulation Point; thence North 33°22'30" West 467.10 feet to County Line Point 71; thence South 85°10'30" West 492.30 feet to County Line Point 72; thence South 54°42'30" West 453.20 feet to County Line Point 73; thence South 88°55'30" West 344.00 feet to County Line Point 74; thence North 82°52'30" West 1,132.30 feet to

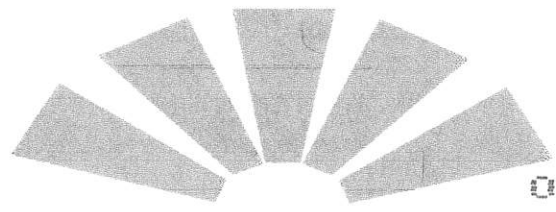
County Line Point 77; thence North $59^{\circ}43'30''$ West 1,074.55 feet to County Line Point 2338; thence North $79^{\circ}07'30''$ West 494.73 feet to County Line Point 80; thence North $70^{\circ}28'30''$ West 339.90 feet to County Line Point 81; thence North $60^{\circ}14'30''$ West 550.10 feet to County Line Point 82 and Triangulation Point 2339; thence North $64^{\circ}07'00''$ West 727.60 feet to County Line Point 83; thence South $77^{\circ}44'00''$ West 966.80 feet to County Line Point 85; thence North $77^{\circ}28'00''$ West 161.00 feet to a County Line Point and Triangulation Point 2340 which is also Judge Triangulation Point Q; thence South $85^{\circ}36'00''$ West 219.10 feet to County Line Point 86; thence North $46^{\circ}44'00''$ West 384.70 feet to County Line Point 87; thence North $34^{\circ}37'00''$ West 1,077.30 feet, more or less to county Line Point 2343 the point of beginning. Said Parcel contains 1,655.4 acres more or less.

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APRIL 1999



00544835 Bk01276 Pg00533

IRON MOUNTAIN PARCEL

SUMMIT COUNTY, UTAH

PREPARED FOR:
UNITED PARK CITY MINES COMPANY
P.O. BOX 1480
PARK CITY, UTAH 84302
(801) 548-6011

LANDPLANNING:
JOSEPHSON DESIGN
P.O. BOX 1728
PARK CITY, UTAH 84302
(801) 547-7744

EXHIBIT B

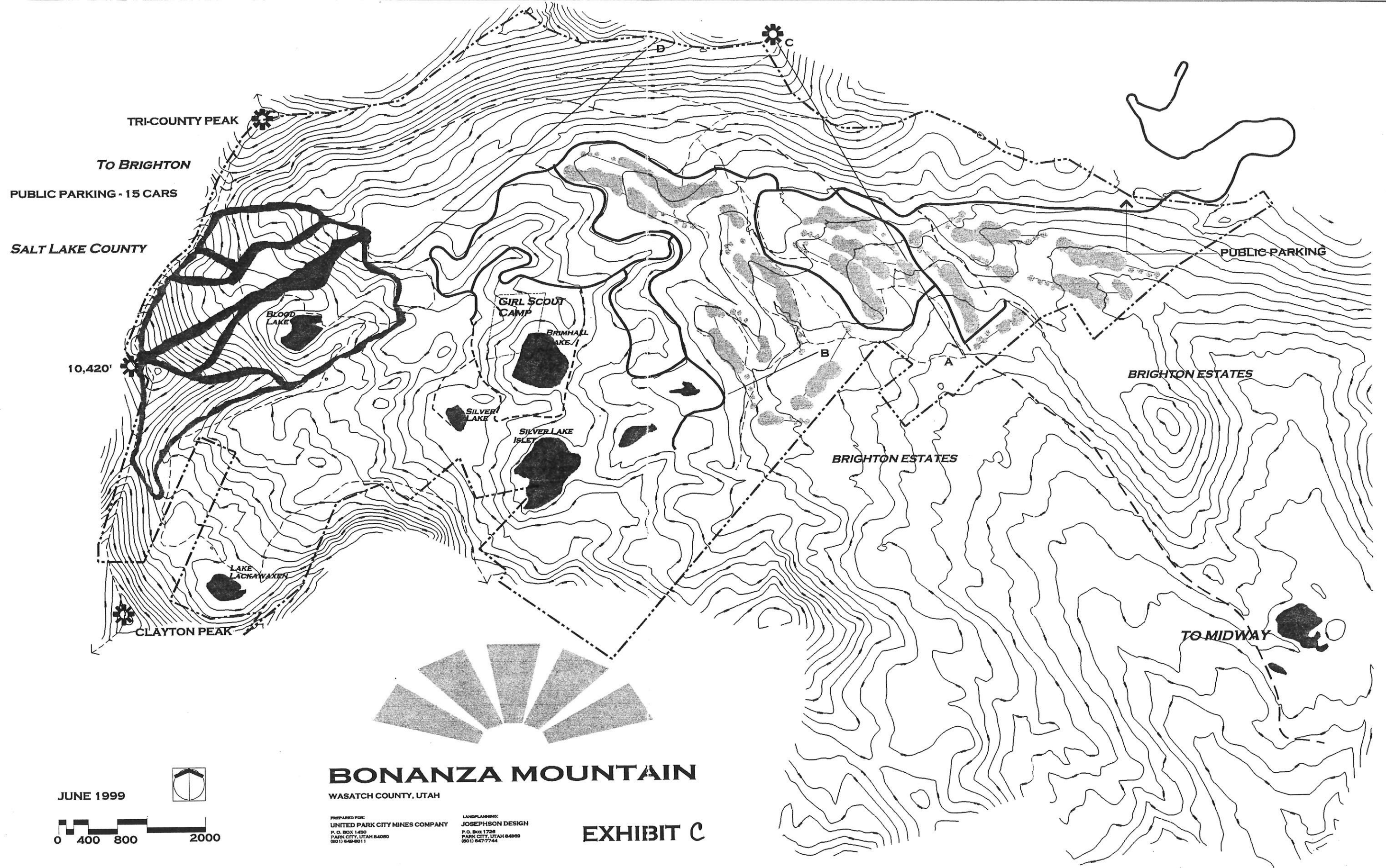
Exhibit B

**FLAGSTAFF MOUNTAIN RESORT
IRON MOUNTAIN PROPERTY LEGAL DESCRIPTION
LOCATED IN SECTION 7, T2S, R4E, SLB & M**

ALL OF THE WARREN MINING CLAIMS NO. 1, NO. 2, NO. 3, NO. 4, AND NO. 5,
MINERAL SURVEY NUMBER 6292.

Y:\UPCMC\FLAGSTAFF\OVERALL\DOCS\WARREN.LGL

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BONANZA MOUNTAIN

WASATCH COUNTY, UTAH

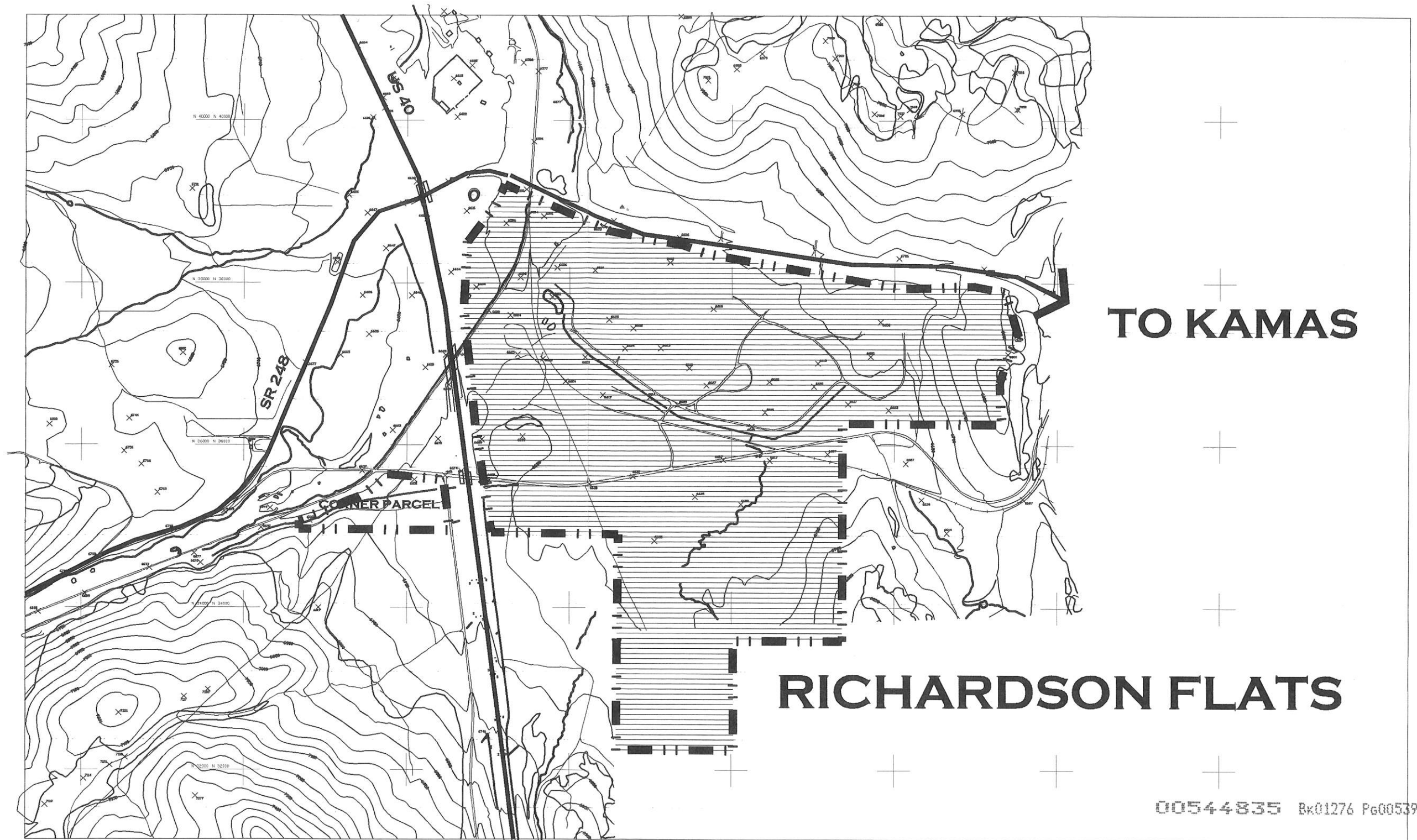
PREPARED FOR:
UNITED PARK CITY MINES COMPANY
P.O. BOX 1480
PARK CITY, UTAH 84080
(801) 545-8011

LANDPLANNING:
JOSEPHSON DESIGN
P.O. BOX 1728
PARK CITY, UTAH 84080
(801) 547-7744

EXHIBIT C

00544835 Bk01276 Pg00537

00544835 Bk01276 Pg00536



00544835 Bk01276 Pg00538

APRIL 1999



RICHARDSON FLATS PARCEL

SUMMIT COUNTY, UTAH
SUMMIT COUNTY, UTAH

PREPARED FOR:
UNITED PARK CITY MINES COMPANY
P.O. BOX 1420
PARK CITY, UTAH 84060
(801) 648-9011

LANDPLANNING:
JOSEPHSON DESIGN
P.O. BOX 1728
PARK CITY, UTAH 84060
(801) 647-7744

EXHIBIT D

UNITED PARK CITY MINES COMPANY

RICHARDSON FLATS DESCRIPTION

GENERAL DESCRIPTION

All of the property owned by United Park City Mines Company lying East of U. S Highway 40, South of Utah Highway 189, West of the Summit Wasatch County Line and North of the foothills forming the South edge of the Basin, being more particularly described as follows:

Beginning at a point lying on the center section line of Section 1, Township 2 South, Range 4 East Salt Lake Base and Meridian, said point also common with a point on the Summit and Wasatch County lines and lying South $64^{\circ}34'17''$ East 6177.91 Feet, more or less, from the Northwest Corner of said Section 1;

Thence North $07^{\circ}48'30''$ West 569.42 Feet more or less;
 Thence North $30^{\circ}03'00''$ East 491.00 Feet along said County Line to County Line Marker 138;
 Thence North $15^{\circ}43'00''$ West 620.95 Feet more or less to a point on the Southerly Right-of-Way line to Utah State Highway 189, said point lying on a 1,679.86 Foot radius curve to the left whose radius point bears South $18^{\circ}25'57''$ West;
 Thence along said curve, through a central angle of $12^{\circ}57'43''$ a distance of 380.03 Feet;
 Thence North $87^{\circ}46'51''$ West 300.64 Feet;
 Thence South $88^{\circ}33'10''$ West 541.22 Feet;
 Thence North $85^{\circ}26'18''$ West 193.25 Feet;
 Thence North $78^{\circ}57'34''$ West 621.06 Feet;
 Thence North $81^{\circ}30'46''$ West 503.42 Feet;
 Thence North $76^{\circ}56'20''$ West 501.60 Feet;
 Thence North $81^{\circ}30'46''$ West 700.00 Feet;
 Thence North $71^{\circ}23'40''$ West 227.68 Feet;
 Thence North $79^{\circ}09'47''$ West 994.80 Feet;
 Thence North $66^{\circ}54'08''$ West 590.16 Feet;
 Thence North $64^{\circ}10'15''$ West 167.19 Feet;
 Thence North $89^{\circ}53'00''$ West 978.55 Feet;
 Thence South $25^{\circ}23'31''$ West 116.87 Feet to a point on the northerly section line of said section 2;
 Thence South $00^{\circ}45'29''$ West 178.58 Feet more or less along said section line to a point on the Easterly Right-of-Way line of U. S. Highway 40;
 Thence South $5^{\circ}56'20''$ West 253.60 Feet;
 Thence South $5^{\circ}56'20''$ West 205.58 Feet to a point on a 2406.48 radius curve to the left whose radius point bears South $84^{\circ}01'04''$ East;
 Thence along said curve, through a central angle of $9^{\circ}17'52''$ a distance of 390.52 Feet;
 Thence South $3^{\circ}23'37''$ East 105.10 Feet;
 Thence South $7^{\circ}04'23''$ East 356.56 Feet more or less to a point on the northwesterly boundary of the Rails to Trails Right-of-Way;
 Thence South $7^{\circ}04'23''$ East 150.58 Feet to a point on the southeasterly boundary of said Right-of-Way;
 Thence South $7^{\circ}04'24''$ East 48.63 Feet;
 Thence South $1^{\circ}27'27''$ West 202.24 Feet;
 Thence South $40^{\circ}00'00''$ East 554.91 Feet;
 Thence South $31^{\circ}40'49''$ West 481.87 Feet;

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RICHARDSON FLAT DESCRIPTION

Page Two

Thence South 7°04'23" East 493.36 Feet more or less to a point on the northerly edge of the County Road across Richardson Flat;

Thence South 7°04'19" East 102.54 Feet to a point on the southerly boundary of said roadway;

Thence South 7°04'23" East 575.60 Feet to a point on the northern line of the South 1/2 of the Southeast one quarter of said Section 2;

Thence South 89°57'22" East 1604.54 Feet more or less along said line to the east line of said Section 2;

Thence South 00°33'35" West 1326.74 Feet more or less to the Southeast Corner of said Section 2, said point also common to Sections 1, 12 and 11 of Township 2 South, Range 4 East S.L.B. & M.;

Thence South 00°10'48" West 1328.76 Feet along the east section line of said Section 11 to a point common to the center line of the Northeast one quarter of said Section 11;

Thence South 89°09'12" East 1358.31 Feet more or less along the south line of the northwest one quarter of the northwest quarter of said Section 12;

Thence North 00°07'55" East 1347.76 Feet more or less to a point on the south line of said Section 1:

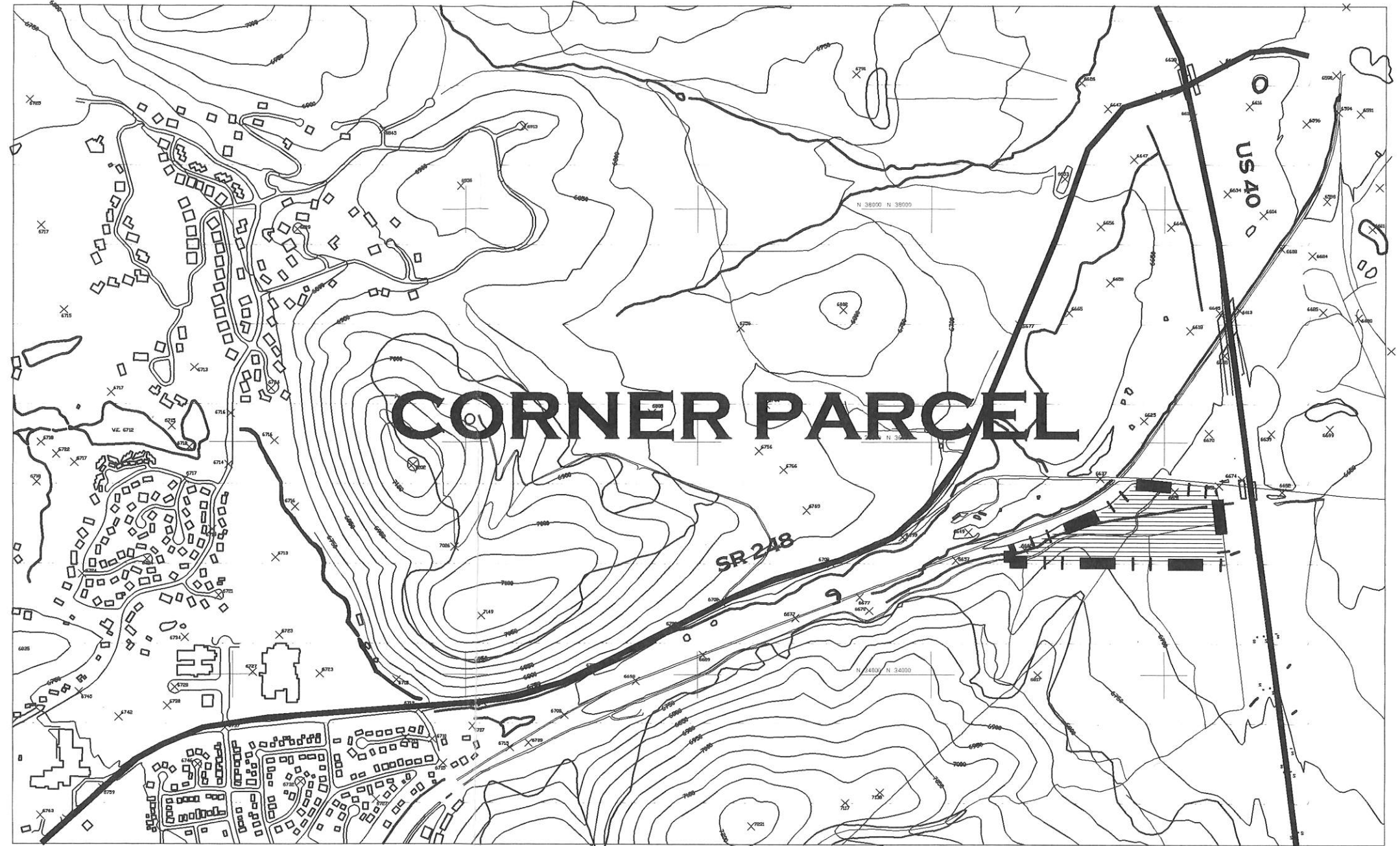
Thence North 89°58'31" East 1357.10 Feet, more or less, along said south section line to the south quarter corner of said Section 1;

Thence North 00°00'24" East 2679.92 Feet more or less along the center section line of said Section 1 to the Center of said Section 1;

Thence South 89°30'01" East 2043.63 Feet more or less along the center section line of said Section 1 to the Point of Beginning;

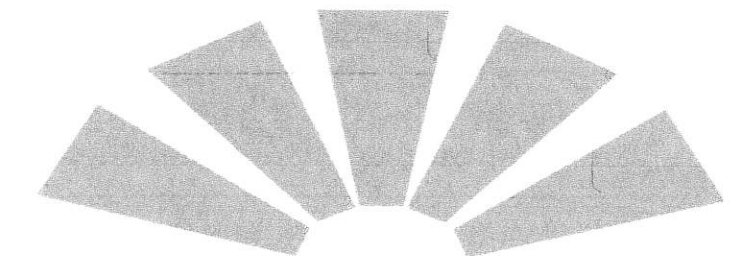
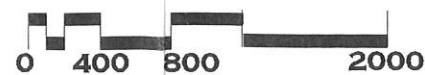
Contains 573 acres more or less.

00544835 Bx01276 Pg00541



00544835 Bk01276 Pg00542

APRIL 1999



CORNER PARCEL

SUMMIT COUNTY, UTAH

PREPARED FOR:
UNITED PARK CITY MINES COMPANY
P.O. BOX 1450
PARK CITY, UTAH 84060
(801) 640-5011

LANDPLANNING:
JOSEPHSON DESIGN
P.O. BOX 1728
PARK CITY, UTAH 84060
(801) 647-7744

00544835 Bk01276 Pg00543

EXHIBIT E

UNITED PARK CITY MINES COMPANY

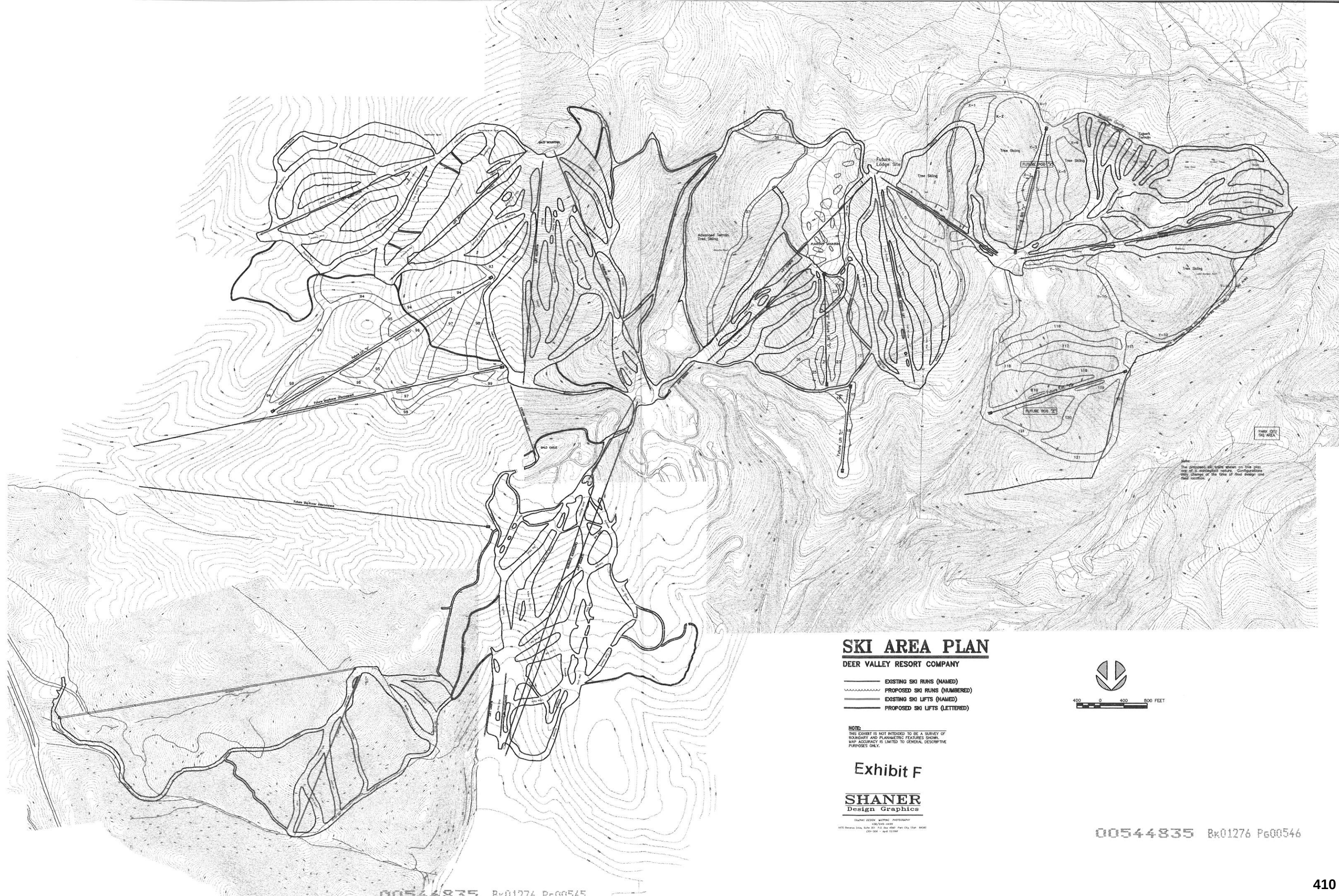
Richardson Flat Corner Parcel Description

Two parcels of land located in the North 1/2 of the South 1/2 of Section 3, Township 2 South, Range 4 East, S. L. B. & M. being more particularly described as follows:

All of that portion of the NE 1/4 of the SW 1/4 of Section 2,
Township 2 South, Range 4 East S.L.B. & M. lying South of the
Rails to Trails right-of-way and the County Road.
Contains 12.33 acres more or less.

And,

All of that portion of the NW 1/4 of the SE 1/4 of Section 2,
Township 2 South, Range 4 East S.L.B. & M. lying west of the
relocated U. S. 40 and South of the County Road.
Contains 7.01 acres more or less.



SKI AREA PLAN

DEER VALLEY RESORT COMPANY

-  EXISTING SKI RUNS (NAMED)
 PROPOSED SKI RUNS (NUMBERED)
 EXISTING SKI LIFTS (NAMED)
 PROPOSED SKI LIFTS (LETTERED)

NOTE:
THIS EXHIBIT IS NOT INTENDED TO BE A SURVEY OF
BOUNDARY AND PLANIMETRIC FEATURES SHOWN.
MAP ACCURACY IS LIMITED TO GENERAL DESCRIPTIVE
PURPOSES ONLY.

Exhibit F

SHANER
Design Graphics

GRAPHIC DESIGN MAPPS PHOTOGRAPHY
458/649-4499
1870 Bonanza Drive, Suite 201 P.O. Box 4580 Fort City, Utah 84060
DCH-906 - April 15, 1992



00544835 R#01276 Pg00546

Exhibit G

Deer Valley Resort Company Ski Run Construction and Revegetation Standards

1. Prior to construction activity, ski trail sidelines will be flagged by Deer Valley Resort Company personnel. Construction activity shall be limited to within the flagged sidelines, lift tower and lift terminal areas.
2. Access to construction activity shall be by existing service roads where available.
3. Clearing operations shall leave the ski trails with a feathered edge. Low shrubs at trail edges shall remain. Tree islands shall be incorporated in the field into trails where feasible and safe.
4. After clearing in areas of cut, topsoil shall be stripped and stockpiled for later respreading.
5. In fill areas, stumps shall remain in place to a 2' maximum height. In cut areas, stumps will be removed by backhoe or dozer. Stumps shall be flush cut in areas where no grading or fill will occur.
6. Any trees cut suitable for use as firewood will be cut into firewood length and transported to Deer Valley's day lodges. Stumps and slash shall be buried as deeply as possible in field-designated areas with 3' minimum cover over uppermost slash layer. Alternate 3' maximum slash layers with 3' soil layers, running over layers with heavy equipment as placement occurs. Maximum length of any one piece of slash shall be 10'. Slash and rock burial may be used to produce terrain features within ski trails.
7. Excavation, embankment and fill operations shall proceed in such a manner that finish grading and erosion control implementation will occur as soon as possible after disturbance.

00544835 Bx01276 Pg00547

8. Cut and fill slopes shall be 1.5 : 1 maximum unless rock is encountered. Cut slopes in rock may be oversteepened depending upon geotechnical considerations. The top of all cut slopes in soil shall be rounded for a horizontal distance of 3' beyond the catch point. Slope rounding shall occur as the slope is being brought down.
9. Lift towers shall be set by helicopter. No work roads shall be cut to lift tower locations except at the upper and lower terminals where access roads are depicted.
10. The finished surface of ski trails shall be graded with 3' maximum, well graded topsoil and native soils. The finished surface of ski trails, fills and cut slopes not in rock shall be tracked prior to reseeding, with cleat marks left perpendicular to the fall line of the slope.
11. Sediment shall be controlled for the duration of the project. Straw bales and sediment filter fencing shall be installed at the lower limits of graded areas so that sediment is not transported off the site or into drainages.
12. On ski trails, construct water bars at 300' intervals for slopes less than 25%, at 200' intervals for slopes between 25% and 50%, and at 100' intervals for slopes in excess of 50%. Water bar locations will be field determined. Water bars shall slope at 6% to 7% in the direction of existing vegetated areas. Water bars shall be constructed immediately after rough grading and shall be maintained for the duration of the project.
13. Snowmaking and utility trenches shall be backfilled to at least 85% of maximum density. Trenches shall be mounded with 6' of compacted soil to allow settlement.
14. Riprap for drainage channels and culvert inlets and outlets shall be angular and outlets shall be angular, hard, dense, durable rock. Riprap shall be spread to achieve an interlocking structure and minimize voids.

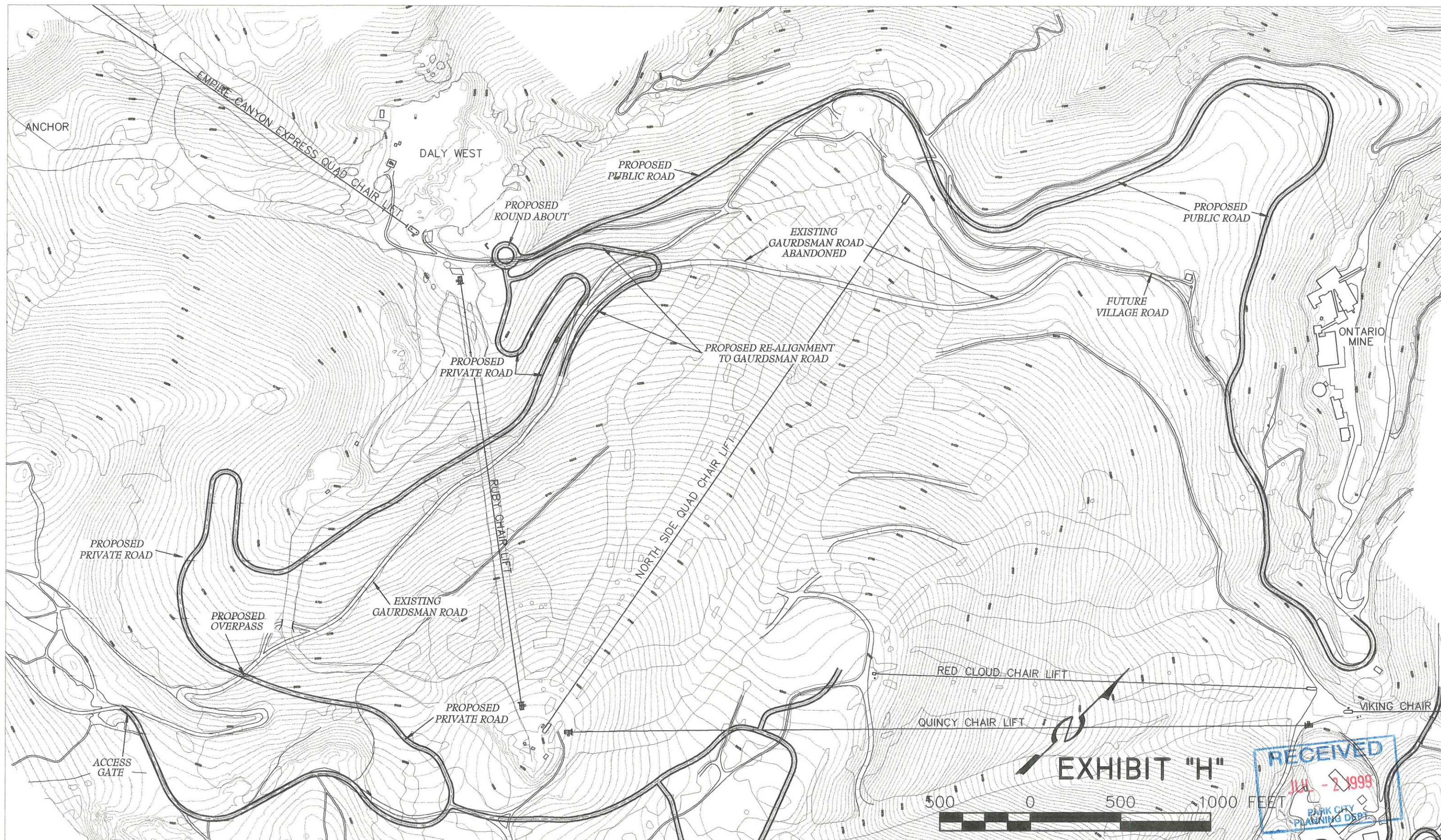
15. All areas with earth disturbance other than existing roads shall be revegetated. Seed mix shall be applied at a minimum rate of 26 lbs. per acre. Seed mix shall have the following proportions:

Durar Hard Fescue	30%
Manchar Bromegrass	30%
Orchardgrass	30%
Perennial Ryegrass	15%
Pubescent Wheatgrass	15%

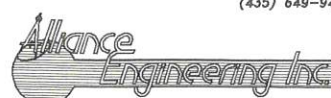
Seed shall be applied by broadcast methods. Fertilizer shall be applied at a minimum rate of 400 lbs. per acre. Areas not achieving germination and subsequent coverage of 80% shall be reseeded.

16. After seeding, ski trails shall be mulched with certified weed free straw mulch at a rate of approximately 2 tons per acre (2' to 3' in depth).

00544835 Bx01276 Pg00549



WASATCH
COUNTY



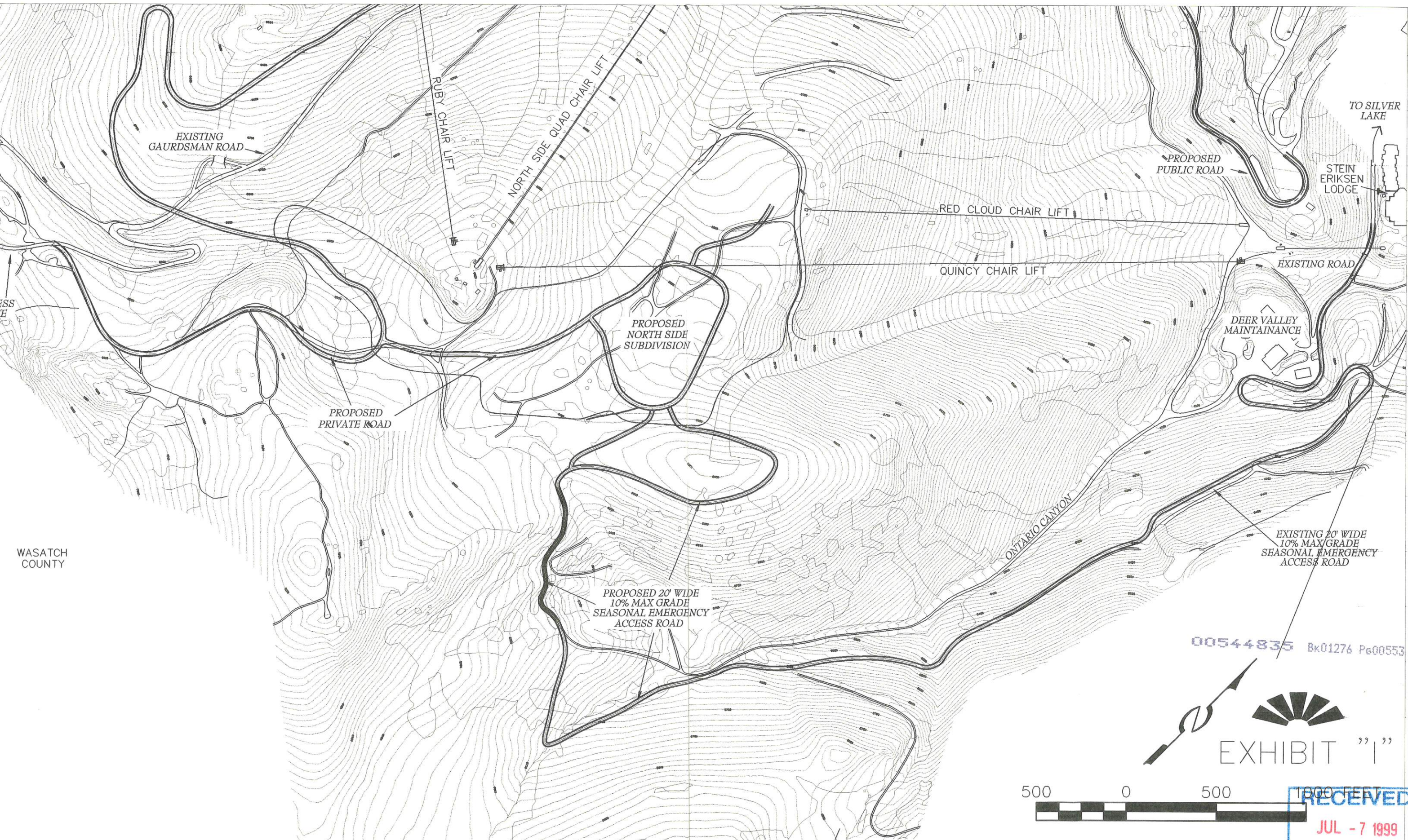
(435) 649-9467

REVISED:
9-1-98
1-13-99
4-13-99
6-9-99

STAFF:
S. DECKERT
D. CARDWELL

PAGE
1
OF
1

FLAGSTAFF MOUNTAIN RESORT
GAURDSMAN RE-ALIGNMENT
PROPOSED PUBLIC/PRIVATE ROADS
FOR: UPCMC



00544835 Bk01276 Pg00553



500 0 500 1000 FEET

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LADY MORGAN OPEN
SPACE PROTECTION

MOUNTAIN VILLAGE

POD B-1

VILLAGE

PEI
SILVER

ENCI

NOR
MEA

WASATCH COUNTY

PUBLIC SAFETY SITE

00544835 Bk01276 Pg00554

JUNE 1999



FLAGSTAFF MOUNTAIN RESORT

SUMMIT COUNTY, UTAH

PREPARED FOR:
UNITED PARK CITY MINES COMPANY
P. O. BOX 1450
PARK CITY, UTAH 84060
(801) 649-8011

LANDPLANNING:
JOSEPHSON DESIGN
P.O. Box 1726
PARK CITY, UTAH 84969
(801) 647-7744

00544835 Bk01276 Pg00555

EXHIBIT J

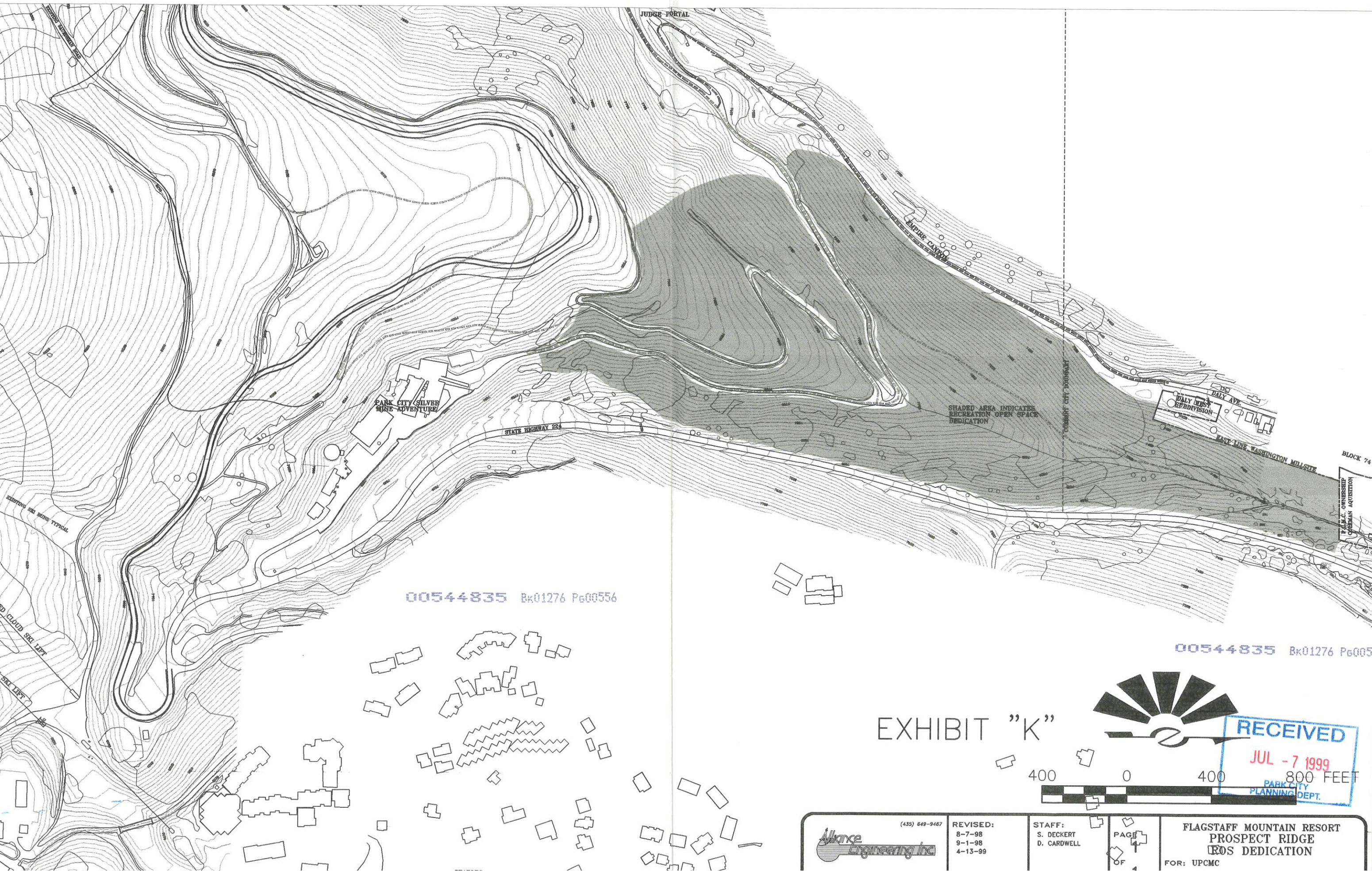
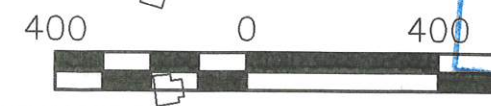
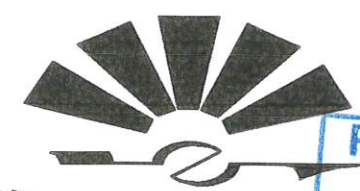
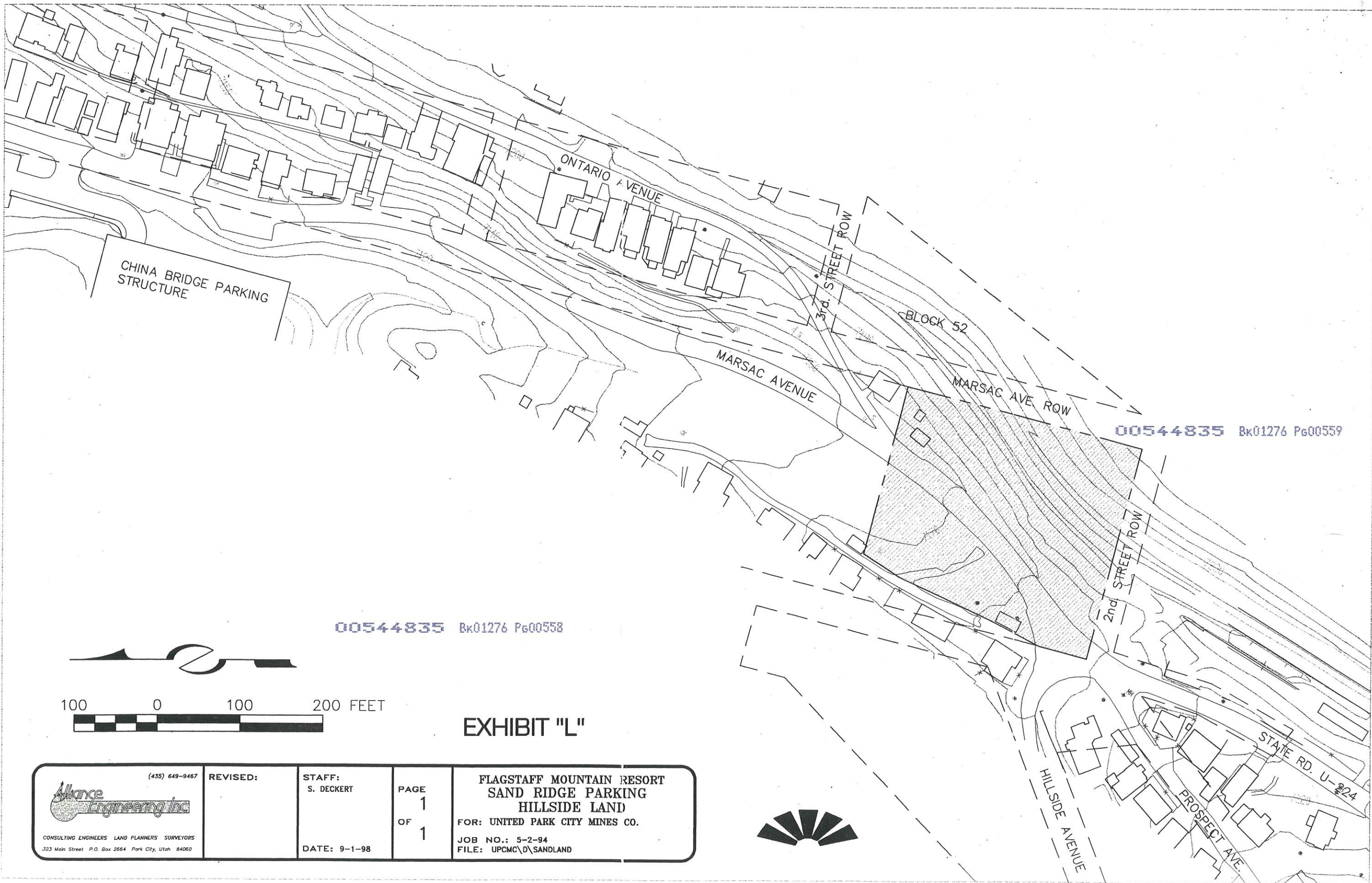


EXHIBIT "K"



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PARK CITY
PLANNING DEPT.

 (435) 649-9467	REVISED: 8-7-98 9-1-98 4-13-99	STAFF: S. DECKERT D. CARDWELL	PAGE 1 OF 4	FLAGSTAFF MOUNTAIN RESORT PROSPECT RIDGE EOS DEDICATION FOR: UPCMC
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00544835 Bk01276 Pg00559

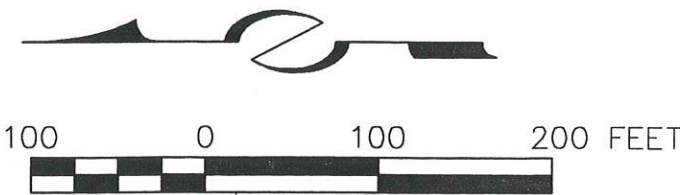


EXHIBIT "L"

 CONSULTING ENGINEERS LAND PLANNERS SURVEYORS 323 Main Street P.O. Box 2664 Park City, Utah 84060	REVISED:	STAFF: S. DECKERT DATE: 9-1-98	PAGE 1 OF 1	FLAGSTAFF MOUNTAIN RESORT SAND RIDGE PARKING HILLSIDE LAND FOR: UNITED PARK CITY MINES CO. JOB NO.: 5-2-94 FILE: UPMC/D/SANDLAND
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Exhibit M

The Flagstaff Mountain Resort At Deer Valley

Road Construction Plan

Off-site, Highway 224 Improvements Lower Mine Road

Summary of Current Conditions.

Upgrading and improving State Highway 224 has been identified as an important component related to the Flagstaff Mountain project. S.R. 224, or the Mine Road, as it is commonly referred to, will be the primary ingress and egress route from the Flagstaff Mountain Resort project. The developer has volunteered, at considerable expense, to upgrade and improve the Mine Road. This would not only benefit the Flagstaff Mountain Resort, but all users of the road. It should be noted that the developer volunteered to fund the cost of these considerations up-front and not as an extracted concession.

The route referred to as the Mine Road begins at the far northern end of Marsac Avenue, travels along the length of Marsac Avenue and through Ontario Canyon. The Road crosses the Summit/Wasatch County line, and continues west to Brighton or east to Midway. The Mine Road currently serves during the summer months as a business route to UPCMC, the Silver Mine Adventure, Deer Valley and the horse stables. It serves as a residential access route to Brighton Estates, upper Deer Valley and the Girl Scout facility. It also serves as a sight-seeing route for the Bonanza area. Beyond the Deer Valley turn-off, traffic is not heavy on the road during the summer months, totaling approximately 3-400 vehicles/day (source: MK Centennial Traffic Eng. Report: *Deer Valley Residential Expansion 9/93, rev. 12/93*).

During the winter months the Mine Road is closed by the Utah Department of Transportation just beyond the Deer Valley connector road. The lower road then serves as business access for UPCMC, the Silver Mine Adventure, Deer Valley and High Country Snowmobiles. The road also serves as residential access route for Deer Valley. There are also a small number of snowmobilers who use the road as a recreation access point, however this number continues to decrease as more and more land in the Bonanza Basin is closed to this type of activity.

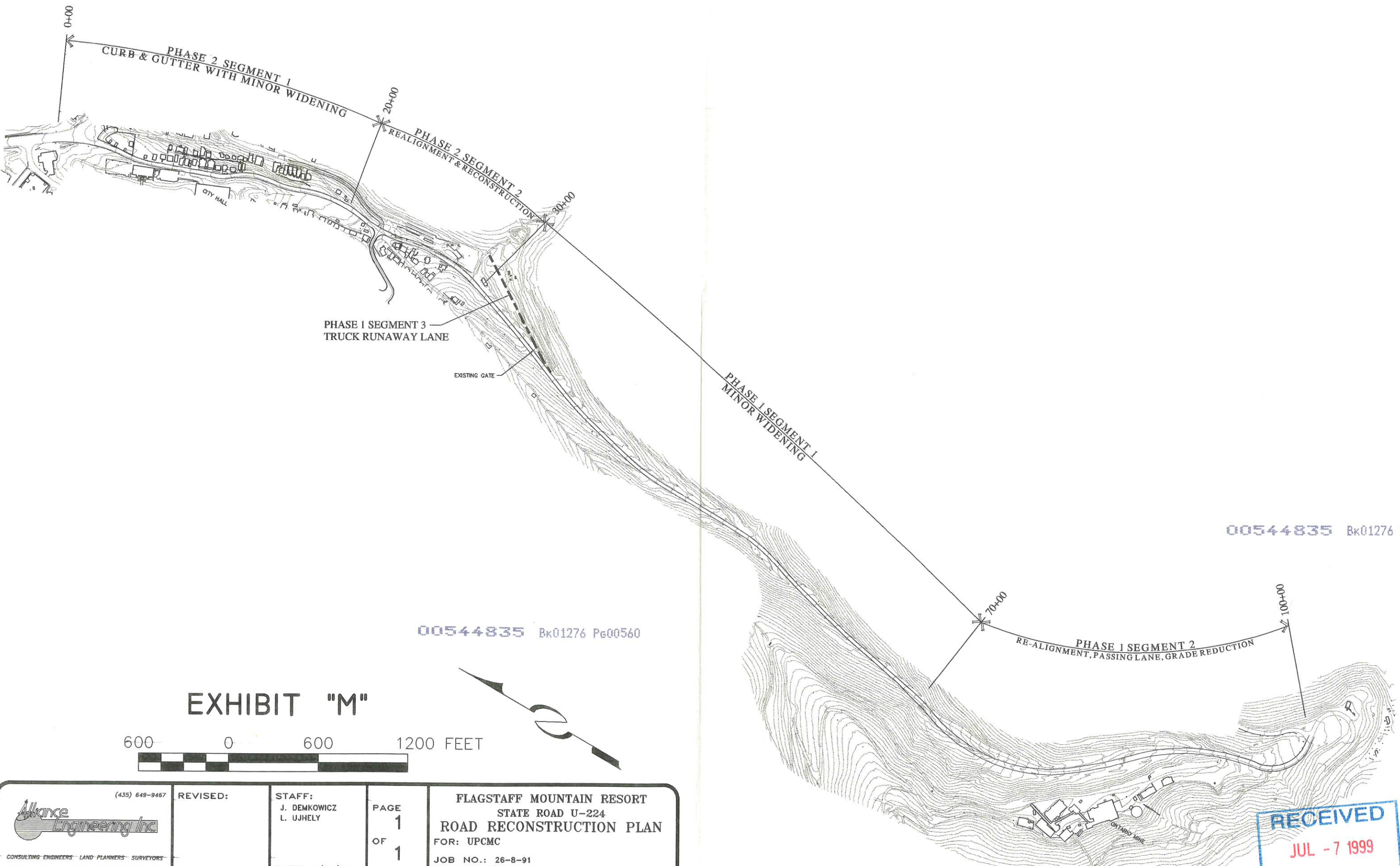
This proposal covers that portion of the Mine Road which originates at the intersection of Marsac and Deer Valley Drive, and extends to the upper Deer Valley turn-off (Guardsmen Connection). The upper sections of the Mine Road will be addressed in other proposals.

Construction traffic to upper Deer Valley is continuous throughout the year. Heavy trucks haul supplies up and excavated material down the road. In addition, delivery trucks access the aforementioned businesses throughout the year. An important consideration for public safety is a runaway truck lane. This is currently a problem on the mine road, and the voluntary concession of a runaway truck lane installed at the expense of the developer should greatly improve a problem which is presently of concern.

The present situation on the mine road will be improved with the development of the Flagstaff Mountain Resort project. Current areas of concern will be enhanced by planned improvements. The improvements to the mine road will create a situation whereby levels-of-service will be increased and the road will be made safer and more efficient.

*** * ***

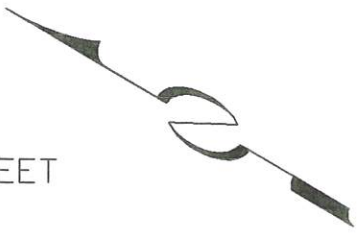
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00544835 Bk01276 Pg00560

EXHIBIT "M"



 CONSULTING ENGINEERS LAND PLANNERS SURVEYORS 323 Main Street P.O. Box 2664 Park City, Utah 84060	(435) 649-9457	REVISD:	STAFF: J. DEMKOWICZ L. UJHELY	PAGE 1	FLAGSTAFF MOUNTAIN RESORT STATE ROAD U-224 ROAD RECONSTRUCTION PLAN FOR: UPMC JOB NO.: 26-8-91 FILE: UPMC\OVERALL\D\RD600
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			DATE: 1/20/99		

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PARK CITY

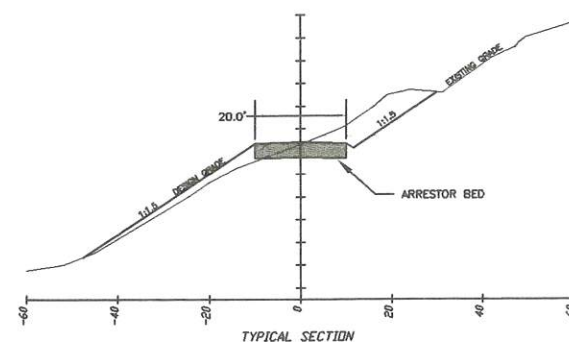
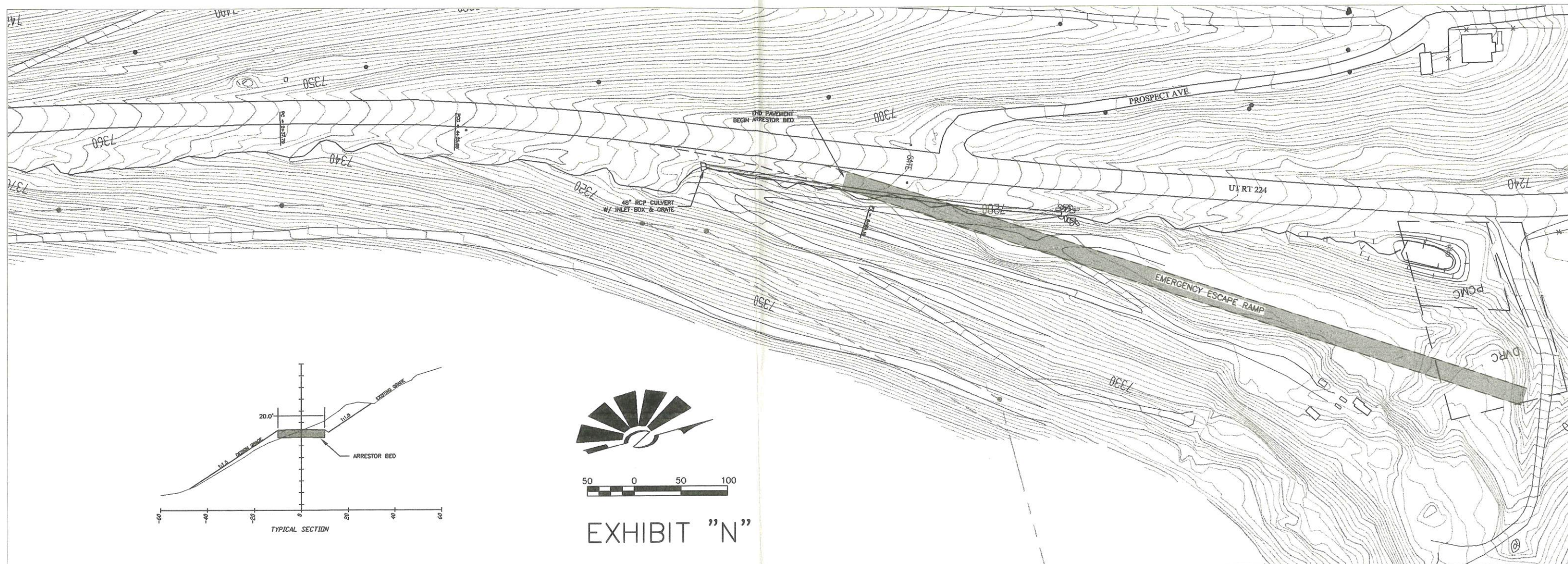
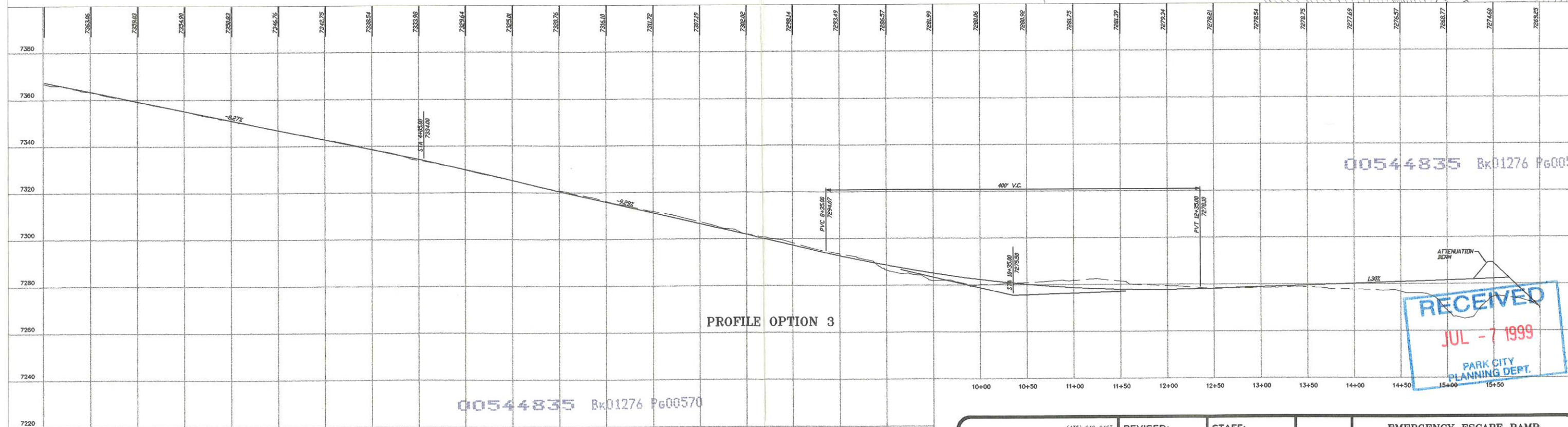
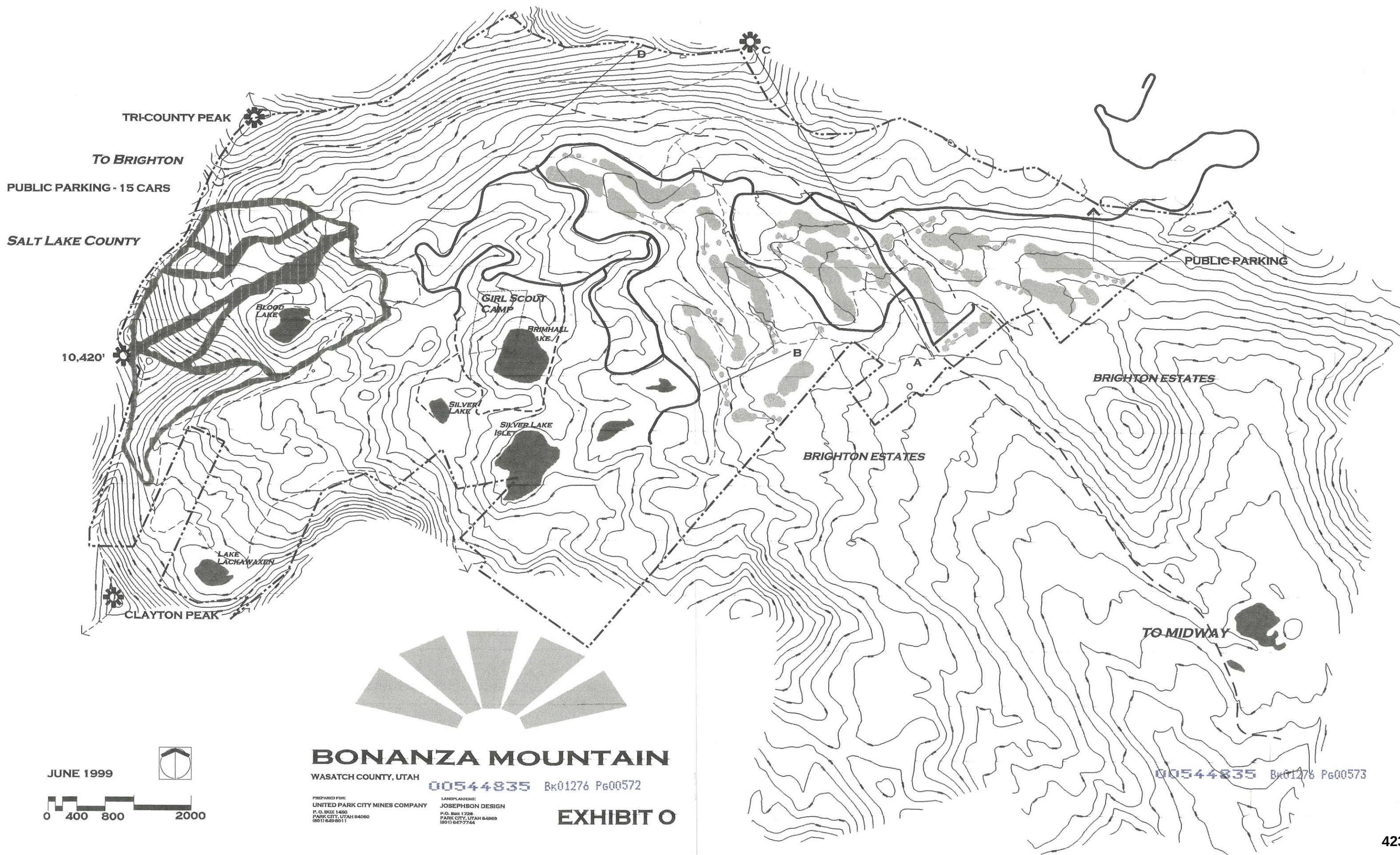


EXHIBIT "N"





JUNE 1999



BONANZA MOUNTAIN

WASATCH COUNTY, UTAH

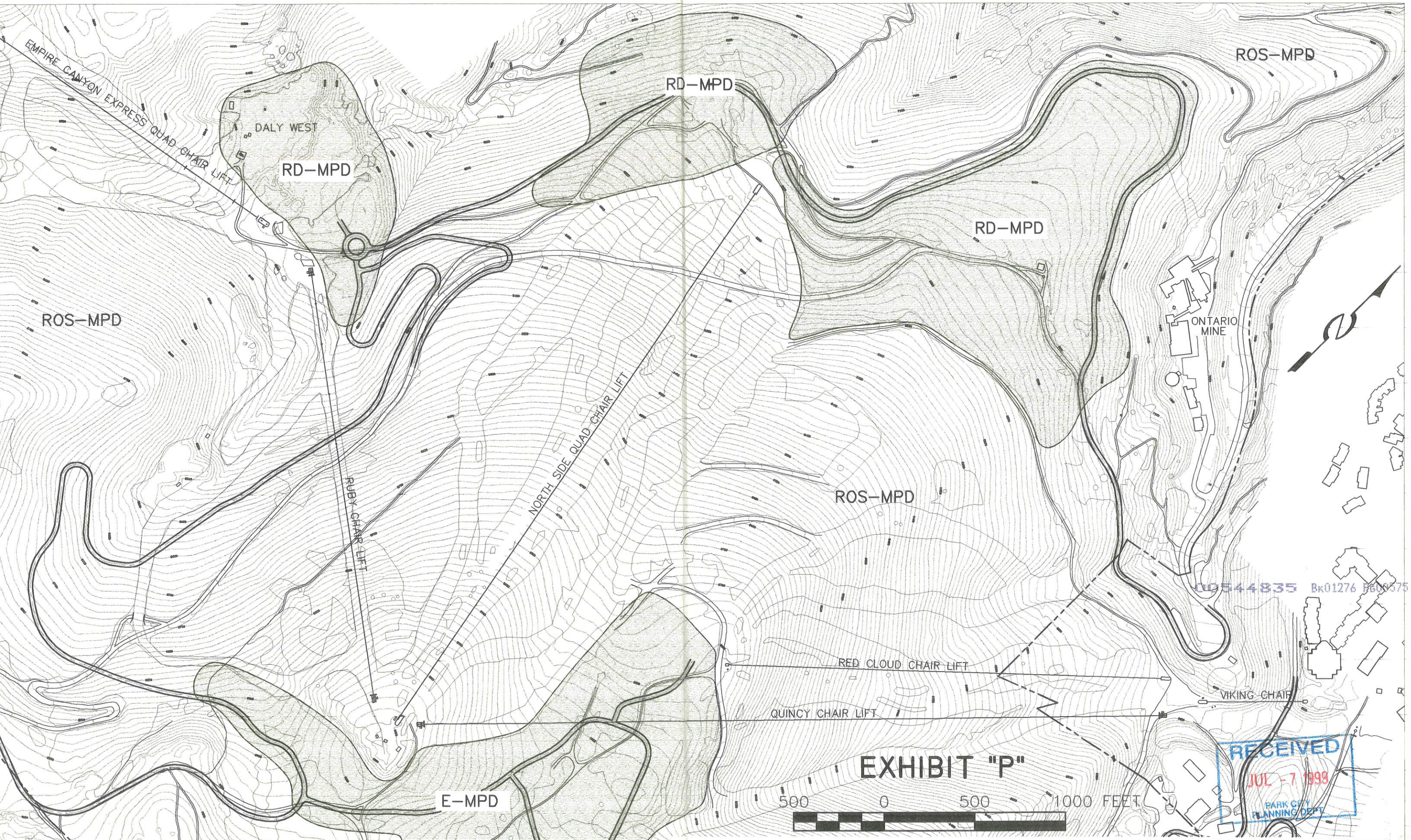
00544835 Bk01276 Pg00572

PREPARED FOR:
UNITED PARK CITY MINES COMPANY
P.O. BOX 1480
PARK CITY, UTAH 84060
(801) 648-8011

LAND PLANNING:
JOSEPHSON DESIGN
P.O. BOX 1728
PARK CITY, UTAH 84069
(801) 647-7744

EXHIBIT O

00544835 Bk01276 Pg00573



Summary of Objectives

The off-site improvements to Highway 224 are considered to be an important component of the overall Flagstaff Mountain Resort Master Plan. The current parameters of the mine road will improve in both efficiency and safety. The following constitute the voluntary proposed changes to the mine road to develop a safe and adequate ingress/egress route to and from the Flagstaff Mountain Resort project.

- ⇒ **Widen the road needs where necessary**
- ⇒ **Increase the overall level of service**
- ⇒ **Curb and gutter installed in residential areas**
- ⇒ **Install a runaway truck lane uphill from the residential area**
- ⇒ **Install hydrologic controls where necessary**
- ⇒ **Install a passing lane below the Ontario Mine**
- ⇒ **Improve the grade where practical**

* * *

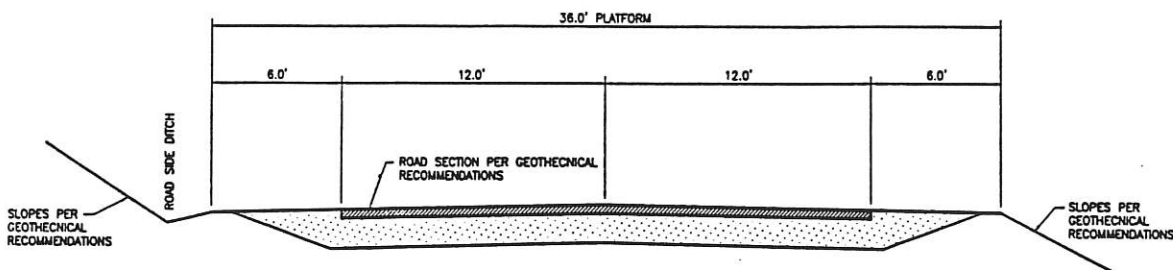
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Phase I

Segment 1- Station 30+00 to Station 70+00.

Segment 1 of Phase 1 extends from just below the sedimentation pond through to the beginning of the passing lane. The improvements to this section of road will generally follow the existing grading and alignment. The profile of the road is a 24' wide asphalt travel platform with six-foot shoulders on either side. The horizontal and vertical alignment will follow the existing road to minimize grading. It is possible that minor slope stabilization will be necessary on those slopes adjacent to the drain channel. A soils engineer will be overseeing the construction of the road and will make the determination in regards to the slope stability of the drain channel. Drainage improvements will consist of roadside ditching and culvert diversions to adjacent intermittent stream at appropriate spacing. Straw hay bales will be placed lengthwise at regular intervals to trap excess sediment.

FLAGSTAFF DEVELOPMENT PARAMETERS
TYPICAL ROAD SECTION

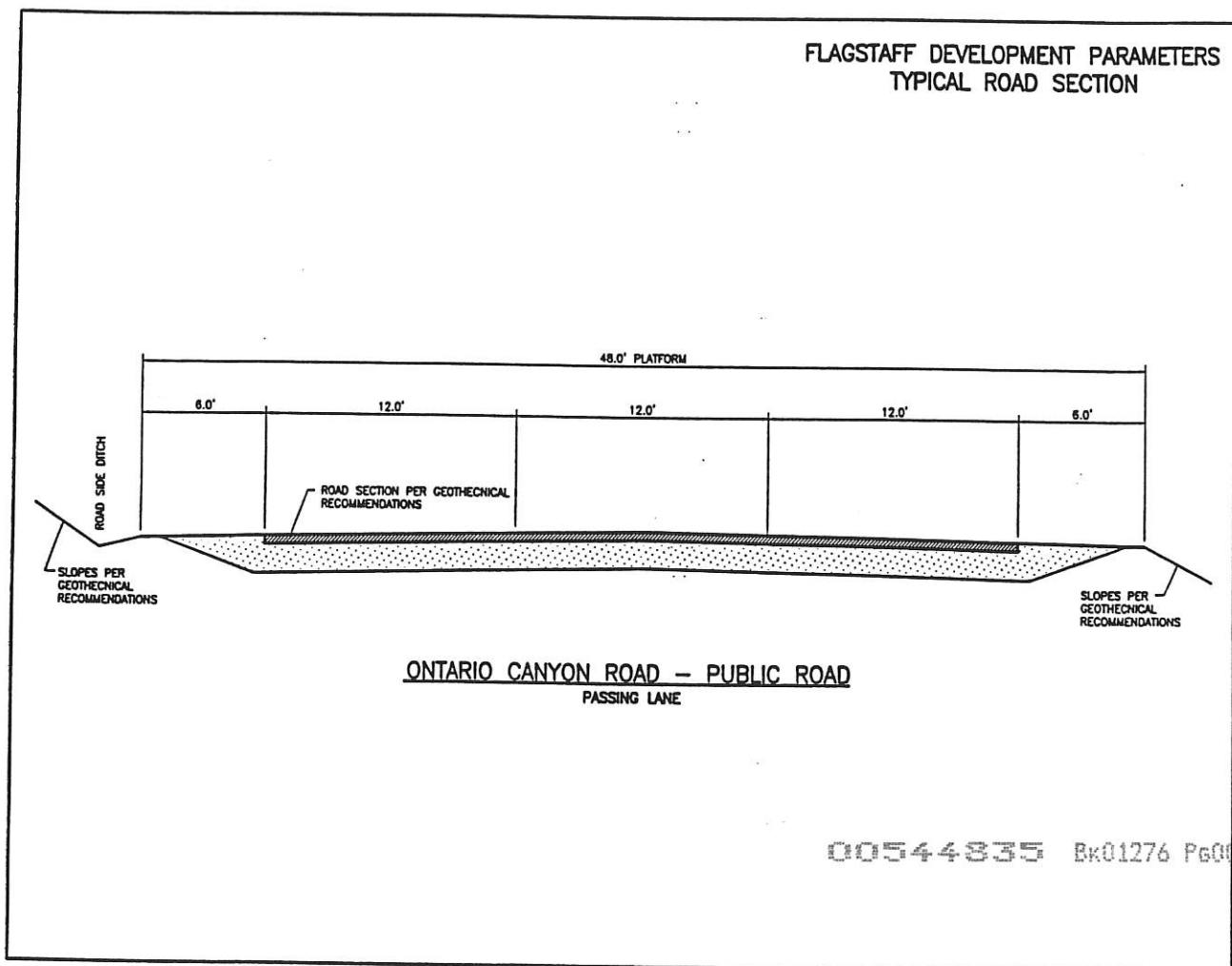


ONTARIO CANYON ROAD — PUBLIC ROAD
HILLSIDE TO GUARDSMAN DV INTERSECTION

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Segment 2- Station 70+00 to Station 100+00

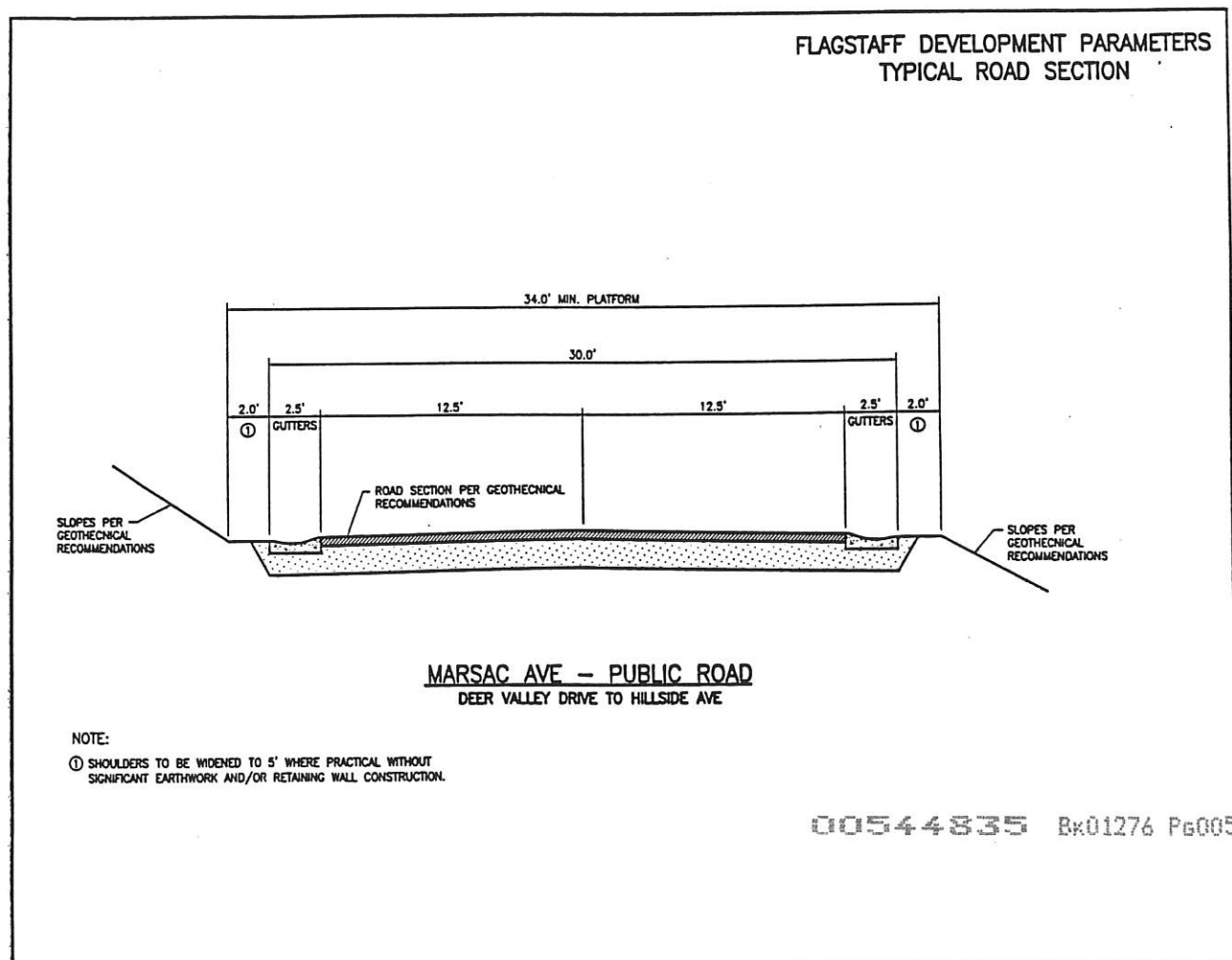
Segment 2 of Phase 1 consists of the route which begins at the passing lane and travels uphill to the Deer Valley connector road (Station 100+00). This segment is planned for extensive re-grading, widening and realignment. Due to the line-of-site situation which currently exists on the Mine Road, a passing lane is planned along the length of this segment. The general description is three 12' travel lanes (two uphill and one downhill) for a total of 36' of paved road width. The uphill truck passing lane should greatly increase the overall safety on the road. In addition, two six-foot shoulders are planned for construction on either side. The horizontal and vertical alignment will be reconfigured so that the maximum grade does not exceed 12%. This should also positively influence safety on the road. The drainage channel for this segment will be reconstructed adjacent to new alignment. The drainage channel will be a rip rap bed which consists of large rocks hand-placed in the channel. At regular intervals, straw hay bales will be placed lengthwise to trap sedimentation, which will develop from the construction of the road. Roadside drainage will have culvert diversions to the new channel at regular spacing.



Phase II

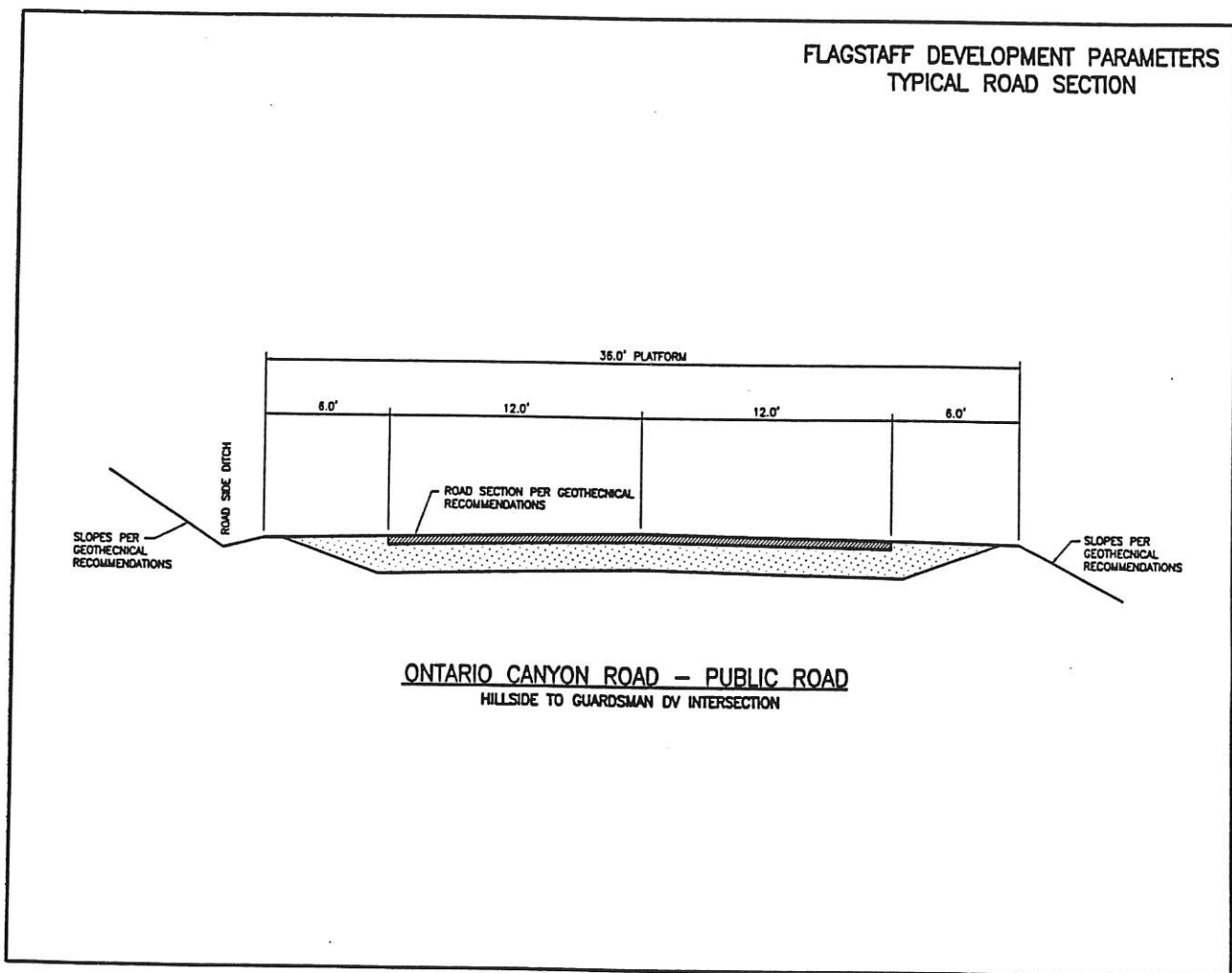
Segment 1. Station 0+00 to Station 20 +00

Segment 1 of Phase II extends from Deer Valley Drive and extends south to Hillside Avenue. General improvements to this section of road will be the installation of a 30' wide asphalt travel lane with 2' shoulders on either side. Curb and gutter will be installed along the entire length. General alignment will follow the current horizontal and vertical alignment to minimize grading and conflicts with existing driveways. Where practical, shoulder widths will be increased provided this does not involve extensive retaining wall work or regrading. Surface drainage will be channeled through inlets and drain lines where it will be connected to existing drainage facilities at the belt route intersection and above 4th Street parking structure. Electrical conduit and sanitary sewer will be placed along the length of this road and stubbed off. The future possibility exists to bury electrical lines in Old Town and the installation of conduit will circumvent the necessity of tearing up the road to do so.



Segment 2. Station 20+00 to Station 30+00

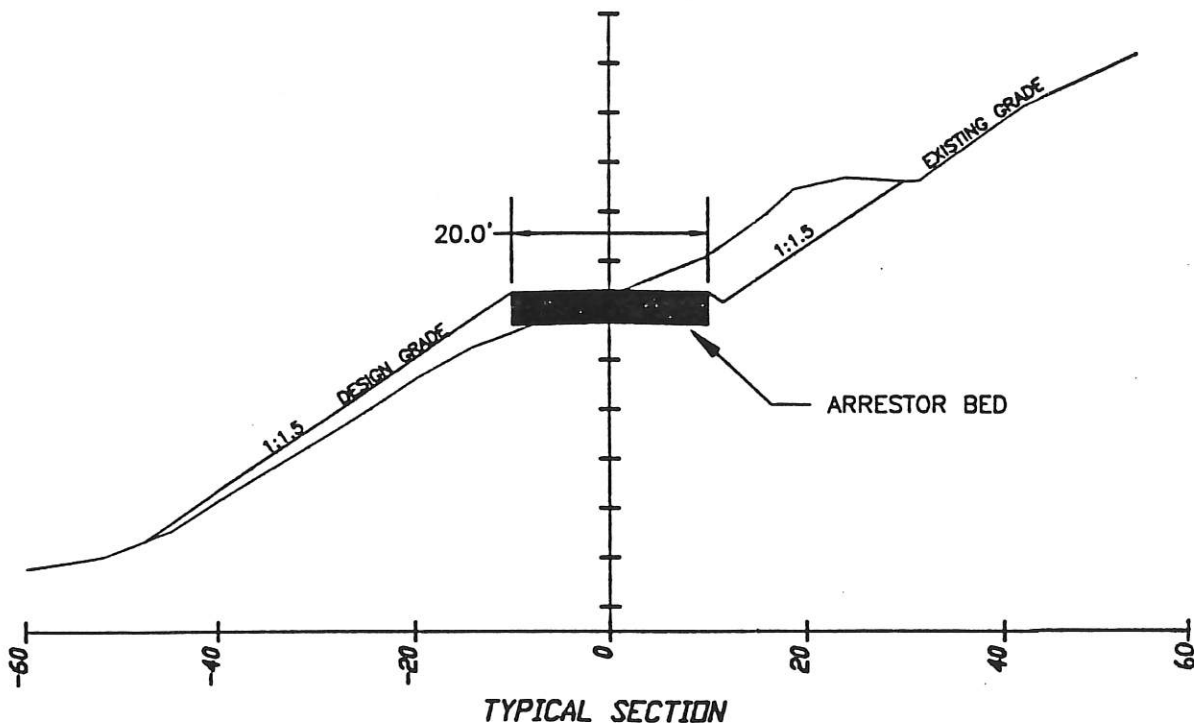
The road will have a 24' wide asphalt travel platform with 4' shoulders. Drainage will consist of inlets and drain lines which channel surface water to existing drainage facilities at the belt route intersection, above the 4th Street parking facility and above the Hillside intersection. Curb and gutter will be installed along the length of the improvements.



00544835 Bk01276 Pg00568

Segment 3- Runaway Truck Lane at Station 30+00.

The construction of a runaway truck ramp is proposed as a safety consideration. This is a courtesy of the developer and should be recognized as such. There are no definitive design guidelines for runaway truck ramps from AASHTO (Fehr and Peers, 11/12/98, Scott Zeigler). Basic criteria emphasize that the offset degree of the ramp to the road should be as minimal as site constraints allow. 20 feet in width is recommended as an adequate width to handle most big trucks without requiring excessive handling by the driver. The AASHTO manual recognizes that runaway truck ramps, out of necessity, need to take into account the nature of the site and design a best fit for that particular piece of property. Options for increasing the efficiency of the ramp include increasing the upward slope and installing sand piles at regular spaced intervals to slow the progress of the vehicle. At present, the Project Engineer (John Demkowicz, Alliance Engineering) is conferring with City's Engineer to determine the best layout and course for the runaway truck ramp.



* * *

00544835 Bx01276 Pg00569

QUINN'S JUNCTION

Location

Quinn's Junction is generally located at the intersection of SR-248 and US-40. It begins on the south boundary of the existing Space Place Storage units; it is bordered on the east by the Rail Trail; it is bordered on the west by US-40.

The southeast section of Quinn's Junction is south of SR-248; it is bordered on the west by US-40 and bordered on the east by the Wasatch County line; it extends south to the Wasatch County line. There is a small section of this neighborhood that is located west of US-40 and east of the Park City Municipal boundary.

The property located west of US-40 is north of SR-248 and is surrounded by property in Park City Municipal's boundary.

Zoning

The zoning in this neighborhood is a combination of Service Commercial (SC), Rural Residential (RR), Hillside Stewardship (HS), and Mountain Remote (MR). The base density in the RR zone is 1 unit per 20 acres; the base density in the HS zone is 1 unit per 30 acres; the base density in the MR zone is 1 unit per 120 acres. The density in the SC zone is determined by the ability of the proposed development to meet all required development and performance standards and criteria set forth in the Development Code.

Neighborhood Description

The property located in the Quinn's Junction neighborhood is relatively flat and very visible from SR-248 and US-40. There are existing industrial and service commercial uses, a stream corridor, large blocks of undeveloped land, a small section of the Rail Trail, and a significant area containing soils contaminated by mine tailings and used for remediation elsewhere.

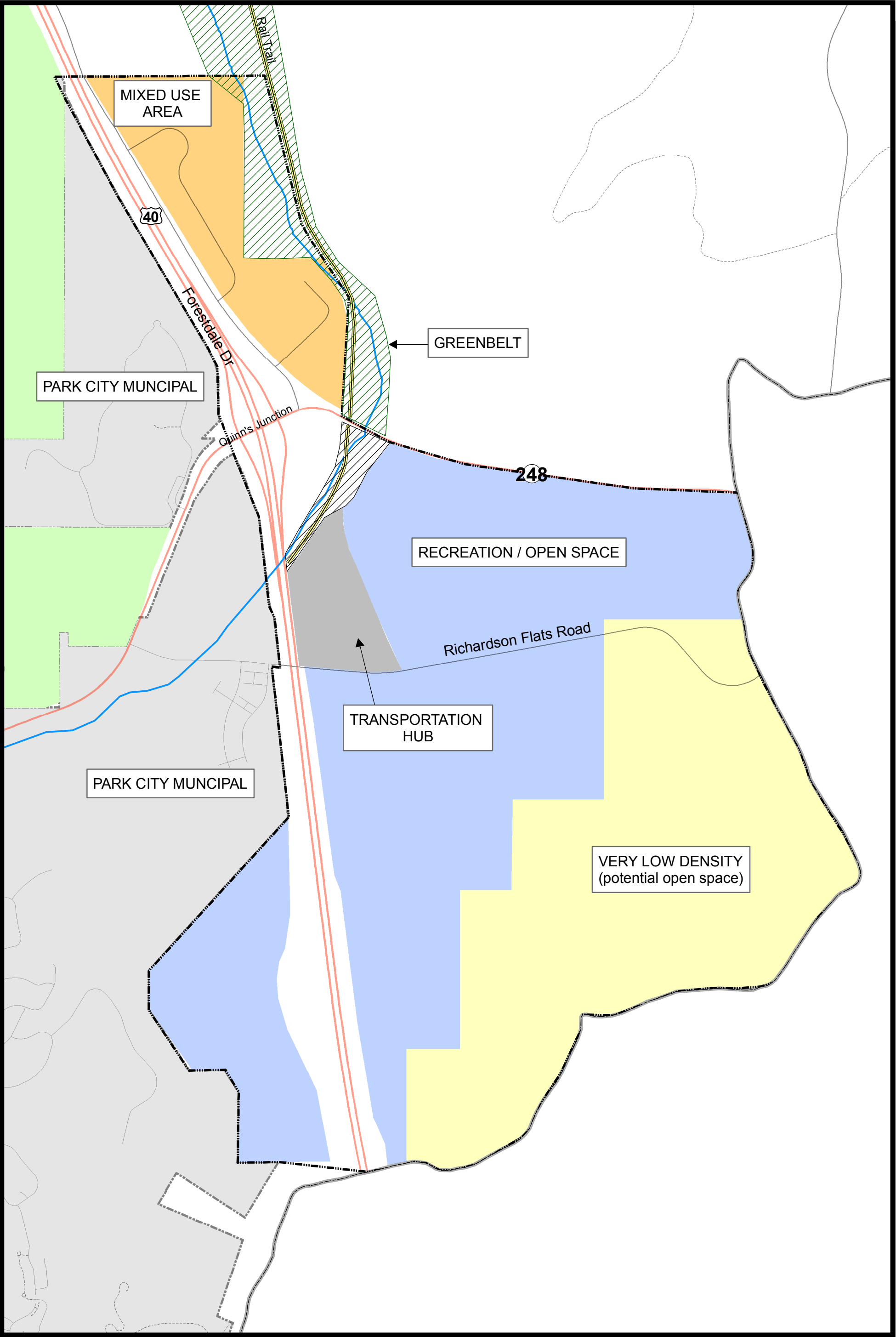
The types of uses in this area support a viable economy in Summit County. Recognizing this,

the continued use of and the expansion of additional service commercial and industrial uses should be considered, especially near the existing development located in the northeast quadrant of SR-248 and US-40. Appropriate uses may include general offices, business parks, manufacturing, and other service related and industrial uses.

The Pace Frontage Road is a popular route for bikers. Future development plans should include appropriate truck routes to the individual uses that are designed to serve the area, while ensuring the safety of other users on the frontage road. Additional impacts associated with industrial uses include noise, odors, dust, air quality, and other significant environmental concerns. All of these impacts need to be evaluated and appropriately mitigated.

This neighborhood is adjacent to Park City Municipal and Wasatch County. Ongoing communication with these jurisdictions is vital to ensure appropriate growth strategies are implemented that respond to the needs of each community, both individually and on a regional level.





**Quinns Junction Neighborhood Planning Area
Future Land Use Map**





SMALL TOWN

During the 2009 Community Visioning process, residents identified *Small Town* as one of the four core values of Park City that must be preserved to protect the Park City experience. Residents described *Small Town* using words such as: “quaint, charming, old mining town, historic, beautiful, lovely, does not sprawl, not overbuilt, not much traffic, lifestyle, less driving, does not change much, historic identity, traditional, has a sense of place, character, and rich history”. It is important to note

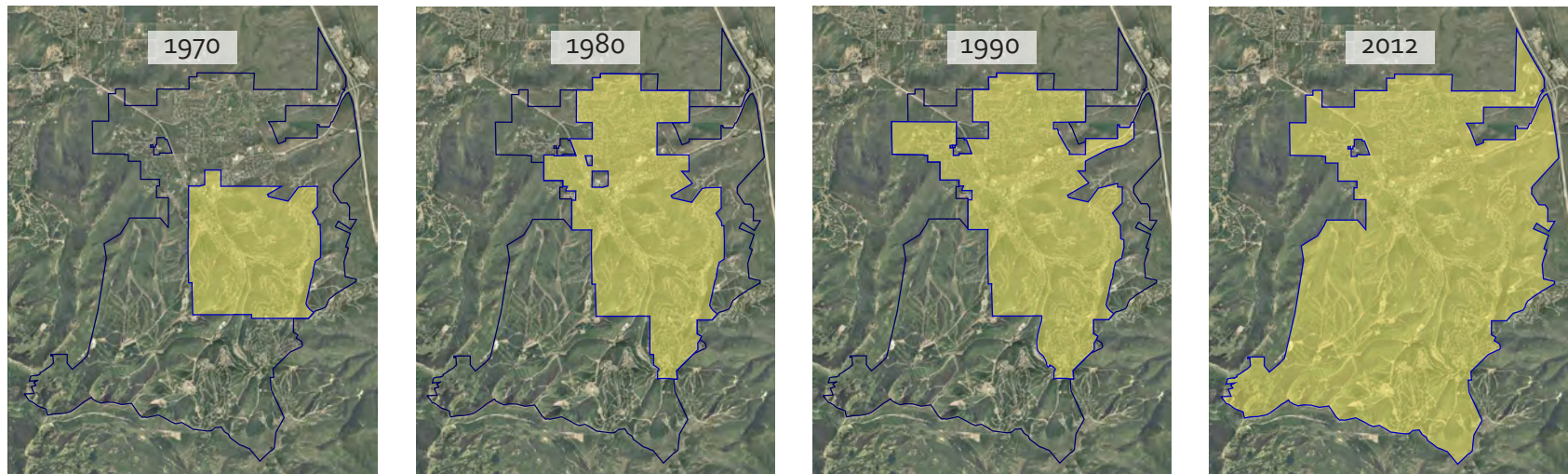
that the term *Small Town* is not solely associated with a population statistic or a specific amount of land. To Parkites, “*Small Town*” reflects an experience of place through the natural and built environment.

When asked, “What would make you leave Park City?” the most common answer by residents was “Too much change or growth” followed by “Loss of natural beauty/environmental decline,” also associated with growth. During the

community interviews, Parkites stated what they hoped Park City would be like in 20 years, again echoing the desire to remain a *Small Town*, more specifically “stay the same, *Small Town* feel, sense of community, uniqueness” followed by “less development, smarter growth, green and open.”

Since Park City was incorporated in 1884, the City has experienced cycles of growth and decline. First with the mining boom and its subsequent





How Park City has grown: the shaded area is "incorporated" Park City, reflecting annexations, relative to the years 1970 to 2012.

contraction. Its transition to skiing and tourism beginning in the 1960s established a second growth cycle in Park City. The original city boundaries, comprised of Bonanza Park, Old Town, and Lower Deer Valley, were extended through annexations to accommodate a growing permanent population, as well as an increasing tourism base. The second growth cycle had a different impact on land use due to the influence of the car.

To secure Park City for future generations the experience we have today, an approach to balanced growth must be implemented. Park

City is a small town within a larger growing region. It is also essential that our planning be cognizant of our neighboring communities as each community has influences beyond jurisdictional borders.

The first step to direct and shape the future growth within the City is to identify those areas in town, if any, that should not grow or should not be developed. Next, it is essential to "re-look" inward at the existing neighborhoods and identify areas in which some additional development could be realized in order to protect those areas that should be conserved.

The government and residents of Park City have done a tremendous job of protecting lands through open space acquisitions; however to simply believe that all the areas which should be protected could be purchased as open space would be extremely expensive and unrealistic due to exponential cost burden placed on property owners. Of course, Park City should continue to create funding for open space acquisition at a rate acceptable to residents to preserve land from development.

The next essential step is that Park City identify the type of development



that would be compatible within the existing neighborhoods, ranging from an accessory dwelling on a large single family lot, to a multi-family residential building in a mixed use area, to affordable housing, or nightly rental options. A key tool to achieving this is implementing a context-sensitive, local Transfer of Development Rights (TDR) system, whereby development potential from areas we wish to preserve is transferred to areas identified as appropriate for additional development. This TDR system can help sustain Park City's *Small Town* charm while creating more diverse options for locals, the workforce, and visitors.

In 2012, Park City funded a study to identify balanced growth strategies to protect Park City's four core values. The 2012 Park City Balanced Growth Strategy Outline recommended strengthening the existing TDR ordinance through introducing multipliers to create market driven development credits. The findings emphasize that growth pressures for Park City do not end at the City boundary, as demand has placed enormous pressure on Summit and Wasatch Counties, threatening the core values of Park City and the experience

of the Wasatch Back. This region must implement a regional strategy to shape and channel growth to outcomes mutually desirable to the neighboring communities. Planning with a regional focus begins with a shared vision, followed by the creation of regional land use and transportation strategies.

The following goals focus on land use and transportation. Land use and transportation planning are key tools to direct and shape future growth, thus preserving the experience of place. Directing growth and redevelopment that creates housing opportunities near commercial centers supports public

transportation, alleviates development pressure on undeveloped land, and results in less pressure to widen existing roads...all preserve the Small Town experience. As land use and transportation decisions are made, the decision makers must consider how land used influences transportation and vice versa; and the resulting impacts on the core value of Small Town.





GOAL 1 Park City will protect undeveloped lands, discourage sprawl, and direct growth inward to strengthen existing neighborhoods.

Our community is faced with the decision of *how* the City should grow in the face of development pressures. Simply saying NO to development and redevelopment is not an option in light of existing development agreements, Master Planned Developments (MPD), redevelopment areas, and development rights allowed by current zoning. The current estimate is that at least 3,444 residential unit equivalents (UEs) and 2,357 commercial UEs remain unbuilt within Park City limits. These numbers indicate that Park City is only 73% built out for residential development and 43% built out for commercial development. Simply stated, there is a significant amount of growth that is yet unrealized within the City.

Park City understands the development pressures that are placed not only on the City but the entire region as well. As Park City goes, so goes the region. At the present, the pace of development continues to increase significantly within the City and that increase is also being felt in the surrounding area within the



The protected open space of Round Valley defines the Park Meadows neighborhood boundary while providing recreation opportunities for Parkites as well as habitat for wildlife.

County.

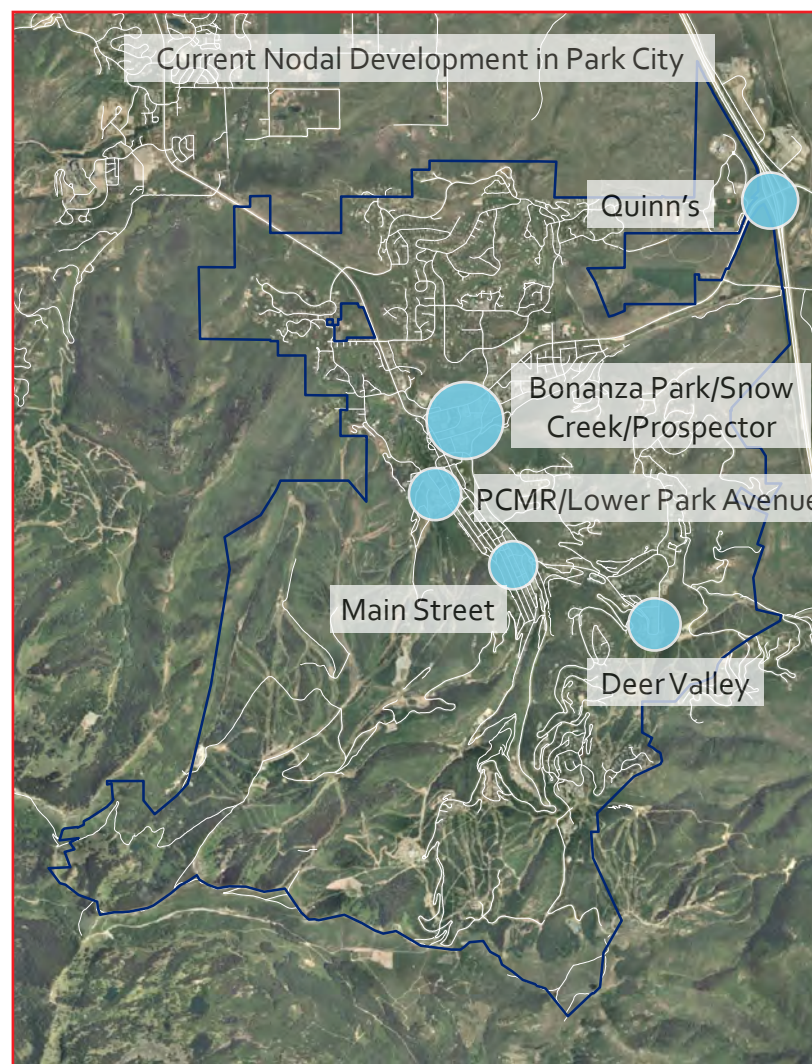
While Park City could choose to look inward and ignore the rapid pace of development within the County, we should collaborate with our regional partners (Summit and Wasatch counties) to develop a regional plan for the next 20 years: a plan that envisions interjurisdictional TDRs in appropriate areas for density increases, a plan that addresses our growing regional

transportation problem and dependency on the automobile, a plan that defines the gives/gets of density transfers whether from the City to the County or vice versa.

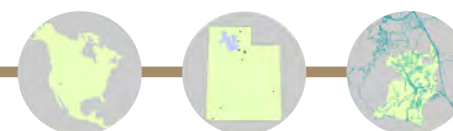
The undeveloped land representative of the community's core values includes the expansive vistas, open space, sensitive lands, and wildlife corridors which are irreplaceable. For our guests and residents alike, it is the areas that

Objectives

- 1A** Direct complimentary land use and development into existing neighborhoods that have available infrastructure and resource capacity.
- 1B** Each neighborhood should have a well-defined edge, such as open space or a naturally landscaped buffer zone, permanently protected from development, with the exception of the transition areas where two adjacent neighborhoods merge along an established transportation path.
- 1C** Primary residential neighborhoods should encourage opportunities to enhance livability with access to daily needs, including: a mini market, a neighborhood park, trails, community gardens, walkability, bus access, home business, minor office space, and other uses that are programmed to meet the needs of residents within the neighborhood and complement the existing context of the built environment.
- 1D** Increase neighborhood opportunities for local food production within and around City limits. Sustainable agriculture practices should be considered within appropriate areas.



Directing growth patterns away from large areas of undeveloped land and toward existing compact, mixed-use centers along priority transit corridors; this focus will help prevent sprawl, protect the City's quality of life through decreased vehicle miles traveled (VMT), improve air quality, and increase utilization of public transportation.



have not been built upon, the *natural setting*, that best define *Park City*.

This recommended approach protects two of Park City's core values: *Small Town* and *Natural Setting*. The Transfer of Development Rights (TDR) ordinance adopted in 2011 allows development rights to be transferred from an area that is best left undeveloped, or to protect historic resources, to an area appropriate for development. This planning tool can help Park City "grow inward" and relieve pressures on undeveloped lands. The City may expand the annexation boundary to acquire more of the undeveloped lands along Interstate 40 and up into Guardsman Pass to protect these lands as open space for future generations. New opportunities in and around the City center and Resort Centers must be explored to receive the densities from the boundary areas. Taking a fresh look at diversifying land uses within established neighborhoods can create new opportunities for receiving density as well as adding interest and opportunities within the neighborhood experience.

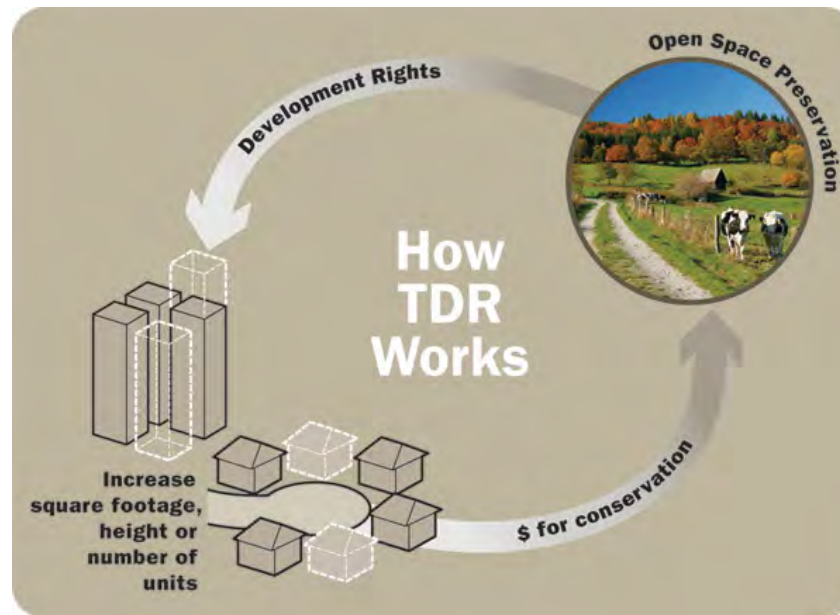
A Regional Approach to TDRs

Park City, as part of the City Visioning

process in 2009, noted the importance of gives/gets in the TDR process. The Planning Commission has strongly indicated that TDRs should only be granted when there is a tangible "get" realized: affordable housing, defined reduction in density from an area that should be protected from development, or as a strategy to manage/shape the development of an area where additional density may be beneficial (e.g. Bonanza Park and Lower Park redevelopment areas).

A critical element to a TDR program is the areas to which increased growth

will be directed is normally amended to allow for increased density and subsequently more units to be built. To take advantage of building additional units within allocated TDR sections, it is essential to concurrently plan and create Transit-Oriented Developments (TODs) and mass transit (alternative modes). Through TDRs, clustering more dense housing and mixed-uses inevitably helps build a community hub that can feasibly support a more robust mass transit system...one that benefits the entire community.



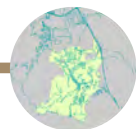
This graphic, from King County WA, illustrates the premise of the TDR concept - a "sending" zone transfers density to a "receiving" zone in exchange for money.

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Regional planning deals with the efficient placement of land use activities, infrastructure, and settlement growth across a larger area of land than an individual city or town.



Community Planning Strategies

- 1.1** Amend the Land Management Code to allow TDR credits to be utilized within defined receiving zones for additional density that compliments the existing built environment. Increased density should only be achieved through the purchase of TDR credits and for affordable housing. This requires the adoption of new context sensitive criteria within the LMC. The use of these TDRs is limited to the City's TDR program.
- 1.2** Identify transition areas where two adjacent neighborhoods meet and one neighborhood has a higher density. Transition zones should be considered to receive TDR credits within the less dense neighborhood along the connection into the more dense neighborhood. Specific review criteria shall be created for increased density in a transition zone to ensure an appropriate medium between the two existing neighborhoods.
- 1.3** Continue to provide necessary commercial and light industrial services within the City limits by allowing a range of commercial uses within town, including light industrial uses in appropriate areas.
- 1.4** Prioritize a range of lot sizes and housing density within new subdivisions in primary residential neighborhoods.
- 1.5** Revise minimum lot size within primary residential neighborhoods to create opportunities for smaller,

more compact development and redevelopment. Create specific context sensitive requirements within the LMC, such as minimum road frontages and minimum lot width.

- 1.6** Implement conservation subdivision design principles in LMC subdivision requirements. Subdivision design should conserve the natural setting and natural resources, take advantage of passive solar, and minimize waste.
- 1.7** Direct new development to the “toe” of the slopes, preserving the ridges, meadows, and visible hillsides. Open space foregrounds should be incorporated in development proposals to enhance the visual experience of open space.
- 1.8** Encourage comprehensive, efficient developments that consider the overall impact on surrounding properties. Phasing plans for such projects will be necessary to avoid the premature expansion of utilities and other public facilities.

CLUSTERING CAN PRESERVE OPEN SPACE



City Implementation Strategies

- 1.9** Require developer to pay their proportionate share for the increased burden on existing service levels and infrastructure expansions outside of current service areas. Update the capital facilities plan and LMC dedication requirements regularly to be consistent with the state impact fee legislation.
- 1.10** Redevelopment areas shall be defined by the City. Once the redevelopment area is established, an Area Plan should be prepared by the City to outline principles which guide a design within the redevelopment area to reflect the Community Vision and the General Plan.
- 1.11** Identify and prioritize parcels for open space acquisition and include as TDR sending zones.
- 1.12** The Transfer of Development Rights (TDR) system shall reflect market rate valuations.
- 1.13** Annex additional land to shape growth reflective of the City's goals for land use surrounding Park City.

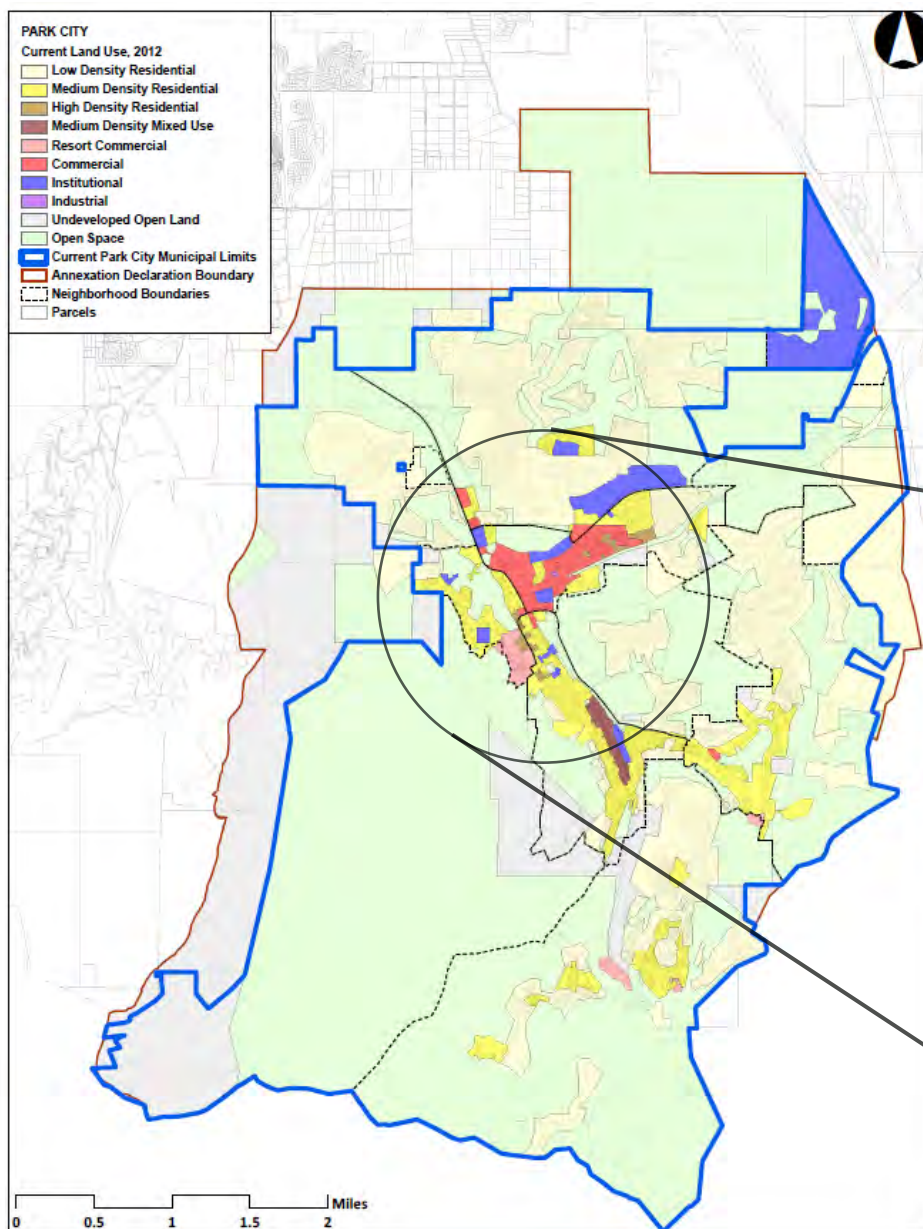


View from St. Albans Clock Tower, UK. The Town and Country Planning Act of 1947 designated green-belt land around towns and villages and has prevented urban sprawl, protect the countryside and historic towns, and promote urban regeneration.

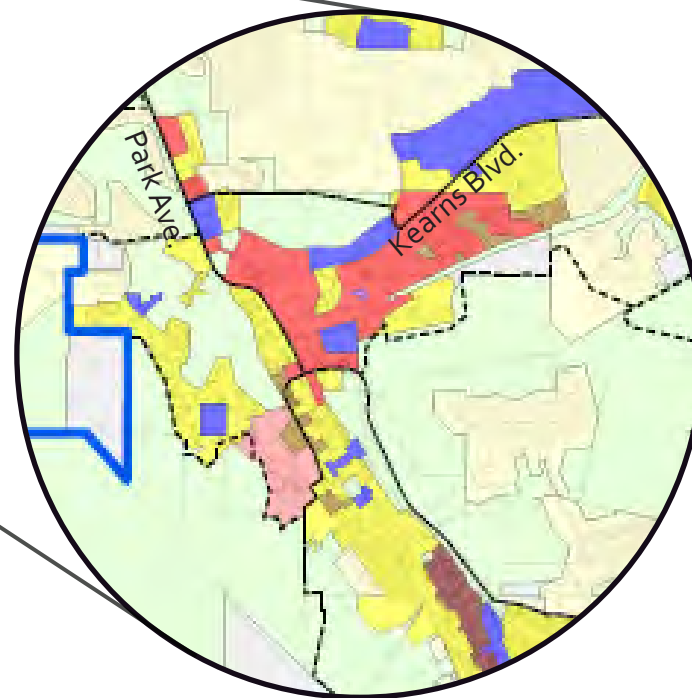


View of St. Albans, UK illustrating how development continues to evolve within the urban center, promoting urban reinvestment while protecting local agriculture and open space.

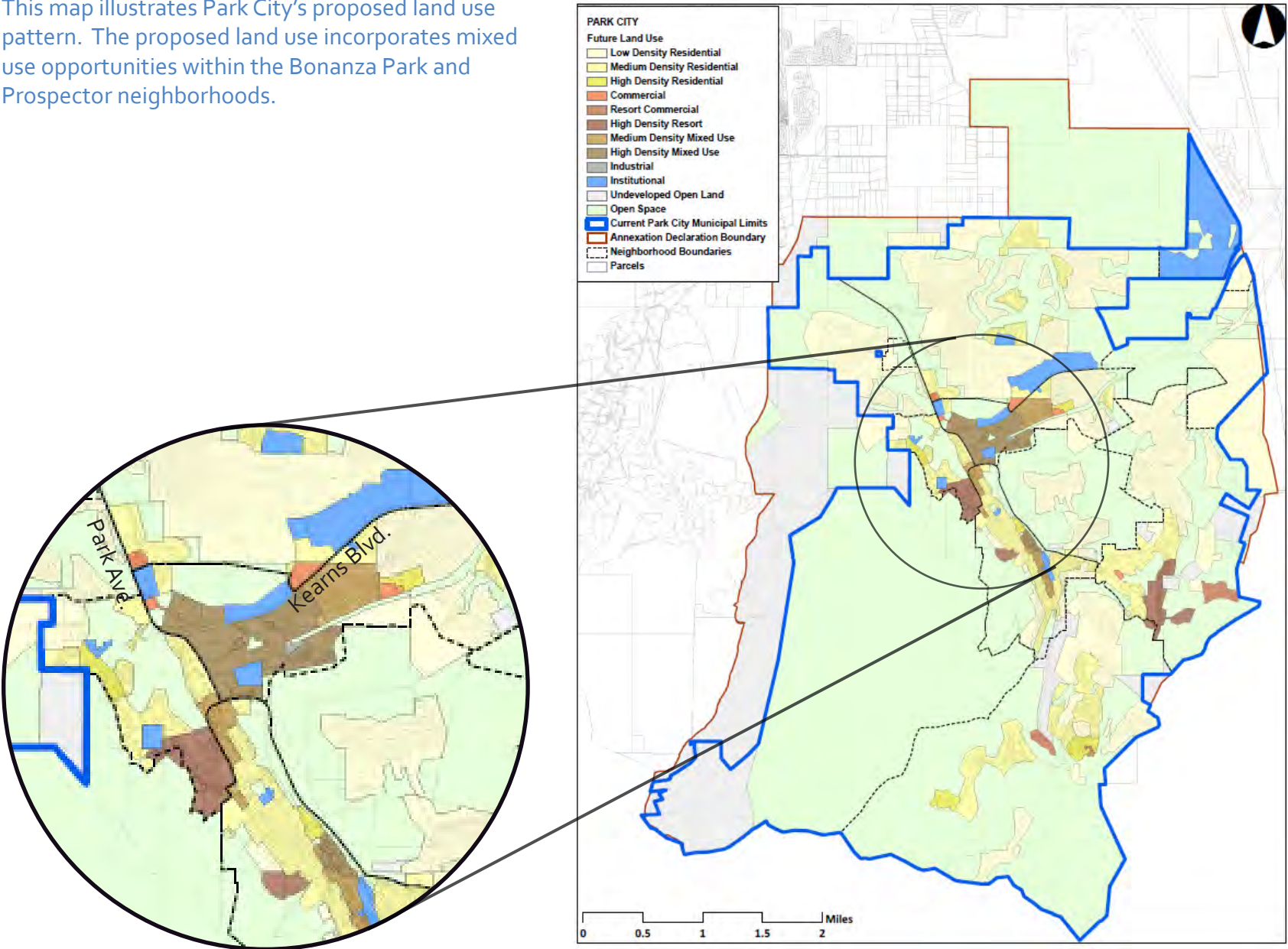




This map illustrates Park City's current land use pattern. The existing pattern maintains a significant amount of commercial land at the southeast corner of SR 224 (Park Avenue) and SR 248 (Kearns Boulevard). This land is primarily encompassed within the Bonanza Park and Prospector neighborhoods.



This map illustrates Park City's proposed land use pattern. The proposed land use incorporates mixed use opportunities within the Bonanza Park and Prospector neighborhoods.

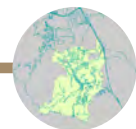
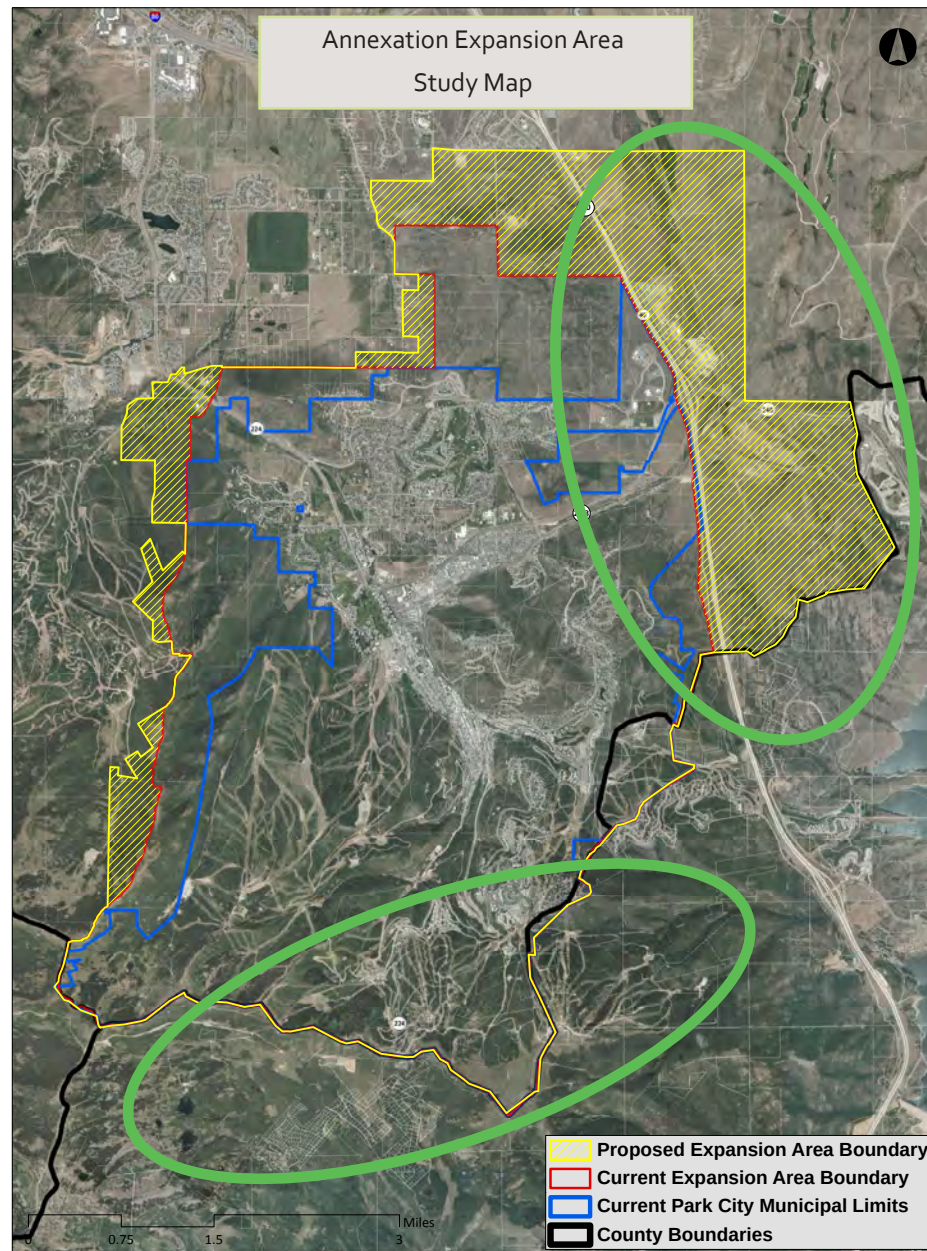




Annexation Expansion Area

Modifications to the expansion area require full analysis of the annexations within the state and local code. This map represents the need to discuss expansion possibilities with our regional partners and the Park City Planning Commission and City Council. This map is a draft to be utilized for discussions toward adoption of an expansion area that is consistent with the City and Counties' regional planning goals as well as the mandates of the State Code. Additional lands may be considered for annexation after further consultation with adjacent jurisdictions; this map is not intended to exclude such lands.

Area for future discussions with our regional partners in Wasatch County.



Annexation Expansion Area (AEA) Outlined

It is worth noting that the Annexation Expansion Area (AEA) that is included within this General Plan is the recommended area for the City to consider formally adopting as part of the Annexation Policy Plan in Chapter 8 of the LMC, pursuant to state code procedure. This process involves public noticing, public input, Planning Commission review and recommendation to the City Council and, ultimately, adoption by the City Council. The areas outlined in yellow crosshatch on the map on the prior page are explained in detail below regarding why these areas might be considered for annexation by the City:

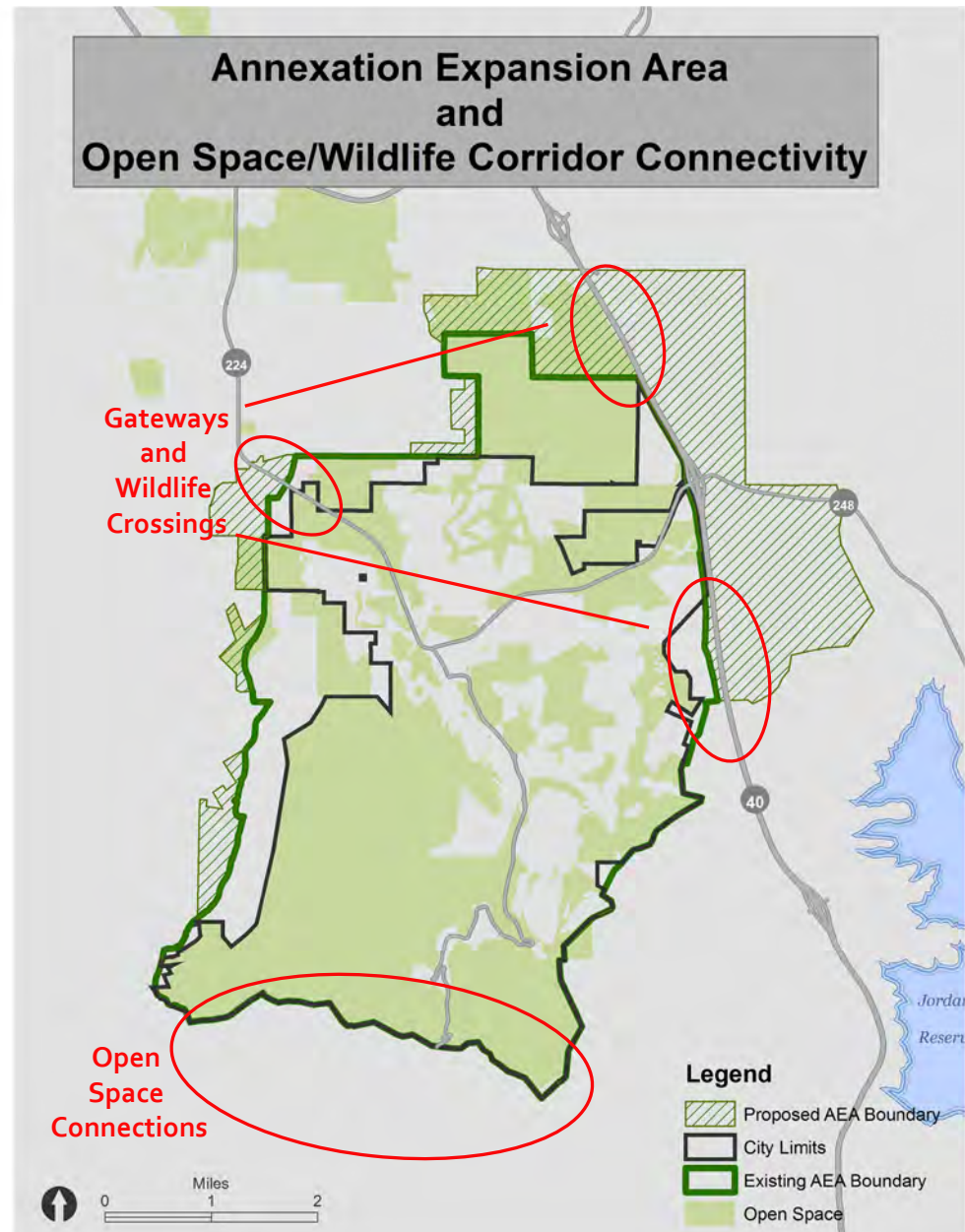
- The proposed AEA boundary to the northeast of the current City boundary will allow the City to bring much of our acquired and protected open space within Round Valley into the City limits. In addition, the

proposed expansion of the AEA east of US40 will allow the City to jointly plan this area in conjunction with the County recognizing that the General Plan recommends this area to primarily be preserved as open space with the consideration of wildlife corridors. Preserving this area along the corridor preserves one of the gateways to the City while also recommending any future development be directed to the existing development nodes of Silver Creek/Summit to the north (where the land is currently zoned by the County as Community Commercial – CC) and the east side of US40 at Quinn’s Junction to the south where the County has the land zoned by the County as Service Commercial (SC). In addition, the land located further to the east – to the Snyderville Basin jurisdictional boundary and south to the Wasatch County line is included also as an opportunity to protect and plan this gateway into the City.

- The proposed AEA boundary to the southeast of the current City boundary will allow the City to ensure that the south gateway to the City will be preserved, specifically in light of the anticipated development that will result as part of the Jordanelle Basin entitlements. Again, the General Plan recommends protecting the corridor from sprawl and concentrating any future development into nodes – in this case, in the Jordanelle Regional Special Planning Area and not allowing corridor creep toward the north.
- The proposed AEA boundary to the west of the current City boundary will allow the City to clean up the existing AEA boundary by following existing property lines. In addition, the proposed AEA expansion to the northwest of the City along SR224 will allow the City to actively plan within the area to protect the

gateway to the City (just before you get to the McPolin Barn). There may be opportunities in this area to look at clustering and/or the creation of a TDR sending zone to protect some of these entitled lands.

Land to the south of the City may be explored for possible inclusion within the AEA subject to collaborative efforts with Wasatch County. Opportunities may exist in this area to mutually plan, consider creating TDR "sending" zones for entitled lands, and/or look at open space and wildlife connections.



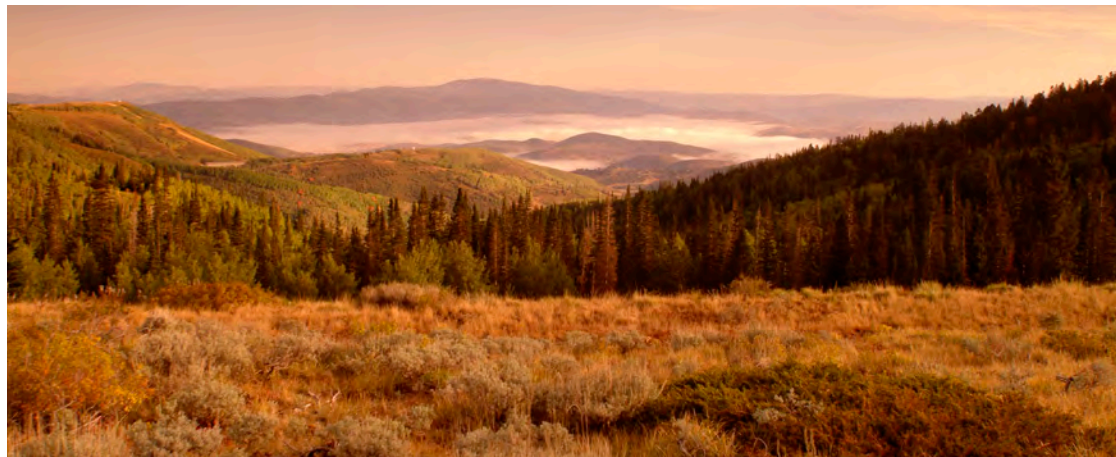
GOAL**2**

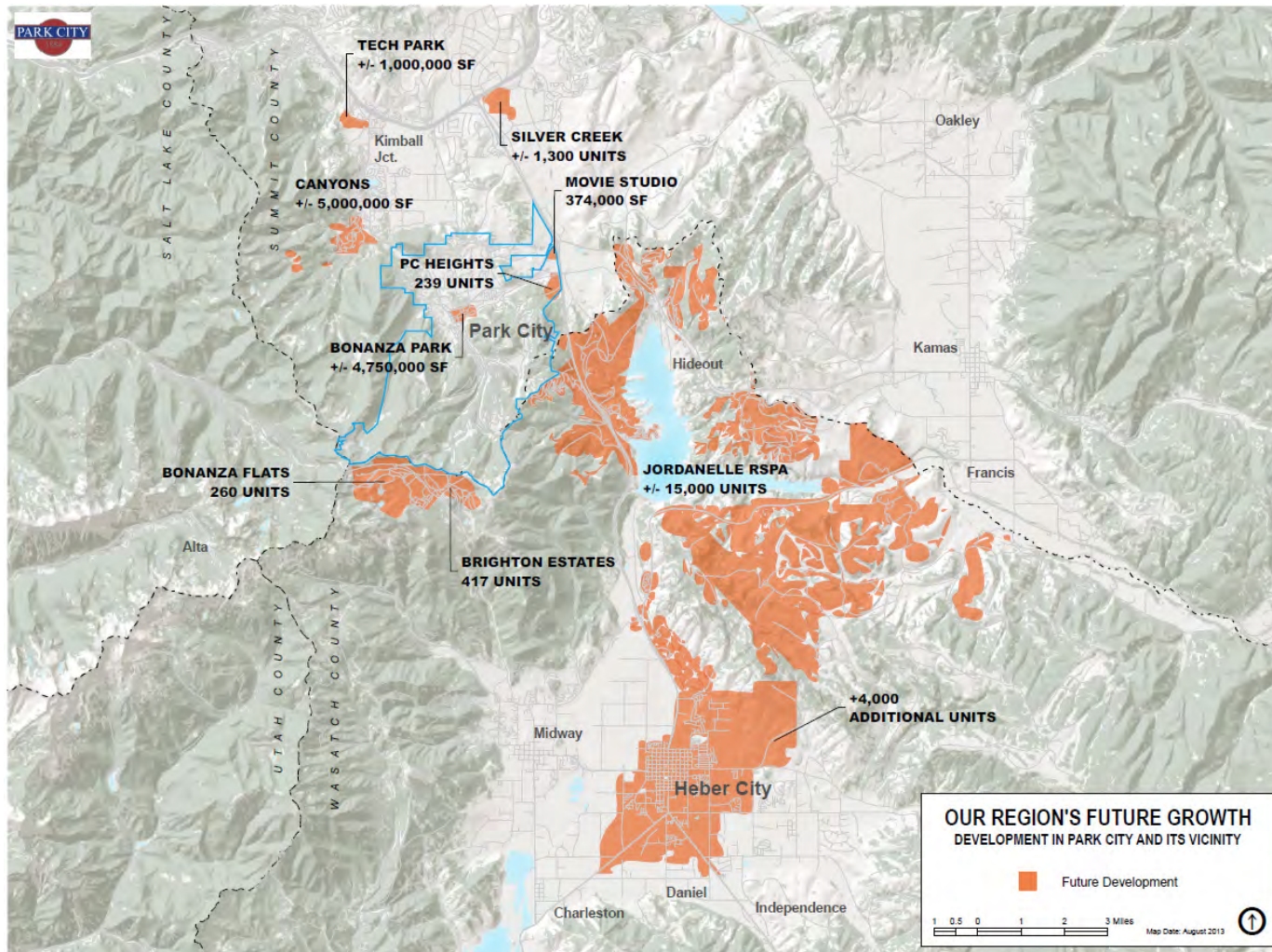
Park City will emphasize and preserve our sense of place while collaborating with the Wasatch Back and Salt Lake City regions through regional land use and transportation planning.

Park City is part of the Wasatch Back region, which spans from Parley's Summit to the Uinta Basin to Wasatch County and all the small cities and towns in between. The decisions that we collectively make have wide-reaching consequences throughout the region. In order to maintain the collective character of the Wasatch Back, Park City must collaborate with our neighboring communities to secure a regional vision. In many instances, our communities' goals and interests will align. Whether they do or not, we need to engage with each other to ensure the best possible outcomes for everyone. Our ability to preserve the unique setting of the Wasatch Back region rests on the ability of all of our communities to work together. Park City must engage the regional planning effort, respecting the different values of neighboring communities while working to protect those values we all share.

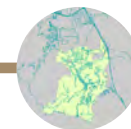
Objectives

- 2A** A regional land-use planning structure should be integrated within a larger transportation network built around transit.
- 2B** Regions should be bounded by and provide a continuous system of greenbelt/wildlife corridors to be determined by natural conditions.
- 2C** Regional institutions and services (e.g. government, stadiums, museums, etc.) should be located within existing development nodes.
- 2D** Materials and methods of construction should be specific to the region, exhibiting a continuity of history and culture and compatibility with the local character and community identity.





Future development within the Wasatch Back is expected to almost double over the next 50 years. The largest areas of growth will be around the Jordanelle (+/- 15,000 units), Silver Creek (+/- 1,300 units), Canyons (+/- 5,000,000 SF to build-out) and Bonanza Park (+/- 4,750,000 SF to build-out) within the City. An opportunity and responsibility exist to direct growth patterns away from areas between the development nodes through regional development agreements and other mechanisms, creating livable neighborhoods within the development nodes and protecting the rural experience of the Wasatch Back within the spans of undeveloped lands in between.

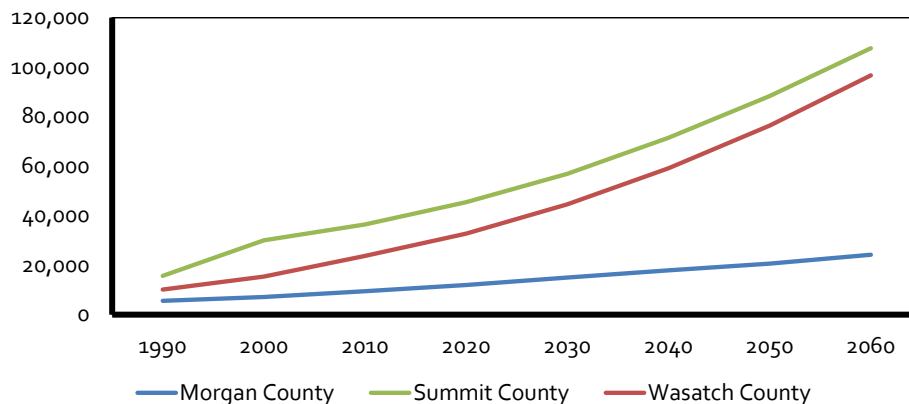


Community Planning Strategies

- 2.1** Collaborate with Summit County and Wasatch County to create a shared vision for the future of the Wasatch Back.
- 2.2** Collaborate with Summit County, Wasatch County, and Salt Lake County to create regional strategies for land use, transportation planning, and conservation which support the shared regional vision.
- 2.3** Collect and share data for the systems that have influences beyond municipal borders, including: ecosystems, waterways, wildlife corridors, air quality, shared view corridors, open space, scenic roadways, and transportation. Incorporate findings into regional planning strategies.
- 2.4** Identify regional nodal development and regional

strategies with Summit County and Wasatch County to alleviate pressures on the natural setting and decreasing vehicle miles traveled.

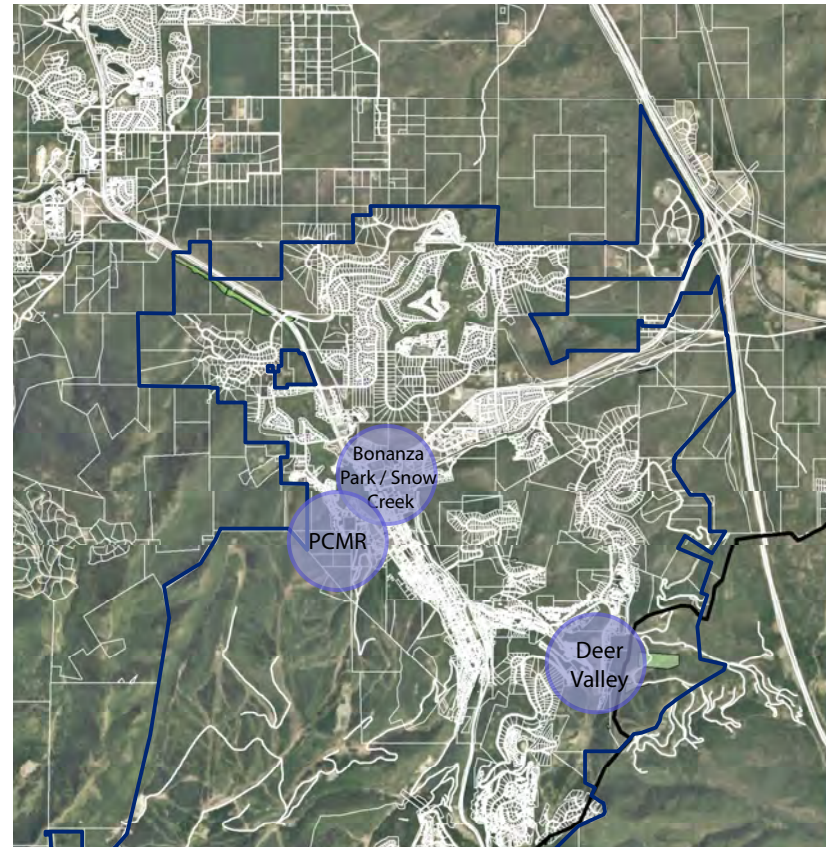
- 2.5** Pro-actively plan ahead with Summit County and Wasatch County toward a regional land use and transportation plan including key right-of-way, utility, and transportation corridors.



The Governor's Office of Planning and Budget projects population growth in the Wasatch Back will almost double in the next 50 years from 69,610 in 2010 to 118,601 in 2060⁴.

City Implementation Strategies

- 2.6** Research the pros and cons to understand and evaluate the impacts of a regional Transfer of Development Rights (TDR) program in the Wasatch Back. If feasible under state code, consider adoption of state legislation; otherwise identify necessary legislative steps to establish a regional TDR program. Identify future capacity to receive density within the county and City limits to limit sprawl, concentrate densities, and protect open space.
- 2.7** Proactively engage with regional neighbors to keep informed on adopted plans and long range planning efforts throughout the Wasatch Back. Identify City projects that would benefit from diversified review teams including regional representatives.
- 2.8** Increase interregional interactions between regional officials and regional government staff.
- 2.9** Continue collaboration of transportation planning efforts with Summit County, Wasatch County, Salt Lake County, state, and federal agencies
- 2.10** Explore opportunities to expand the City's TDR program. PCMR/LoPa, Bonanza Park, Snow Creek and Lower Deer Valley (Snow Park) may be suitable locations to receive density from "sending zones." Additional receiving zones should be considered subject to thorough planning analysis.



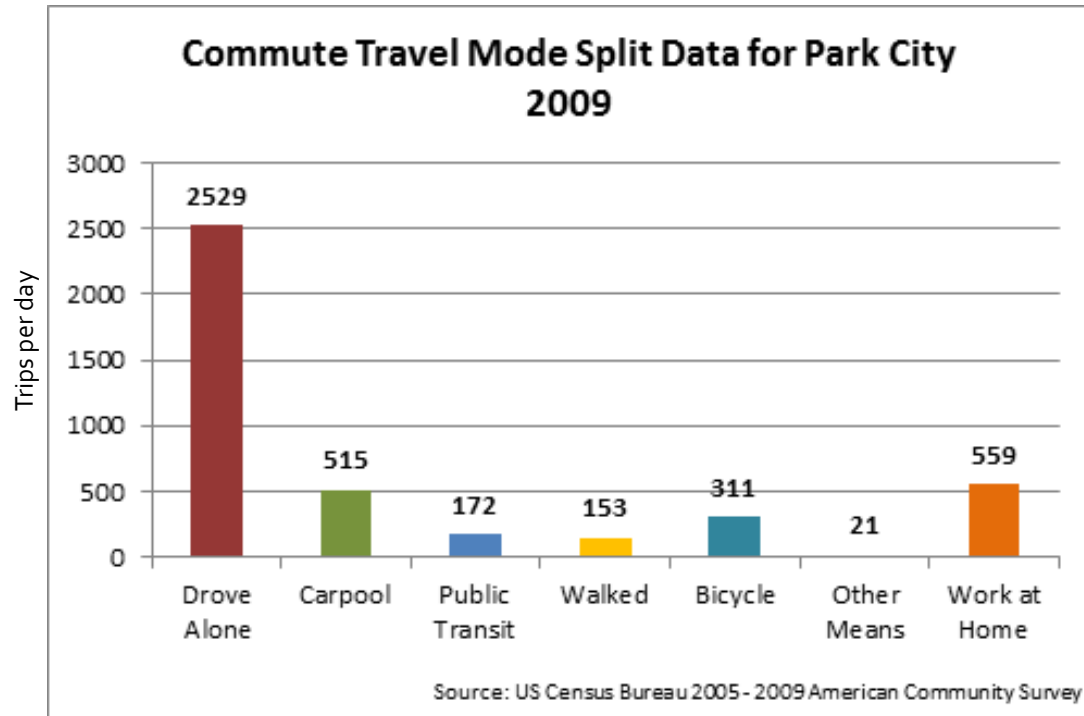
The discussion regarding Transfer of Development Rights (TDRs) as a mechanism to accommodate the region's growth while preserving our open space and recreation areas is challenging - no one wants growth. Understanding that it is inevitable allows us to implement the TDR tool to locate growth in nodes. Park City believes that for TDRs to work properly, they must remove growth from those areas that should be preserved and/or serve to further the City's affordable housing goals. Summit County has represented a similar sentiment - TDRs must demonstrate a "community" benefit. The map above illustrates possible TDR Receiving Zones in Park City. The City and County should work collectively with the State Legislature to allow for interjurisdictional TDRs.



GOAL 3 Park City will encourage alternative modes of transportation on a regional and local scale to maintain our small town character.

Park City's multi-modal transportation system includes diverse routes and means to where our guests stay, shop, and recreate and our residents live, work, and spend their leisure time. The system plays an integral role in shaping the overall structure, form, and function of the City. As the Wasatch Back areas continue to evolve, the transportation system must be able to move people and goods throughout Park City and the region efficiently and effectively.

While the single-occupancy vehicle is the most prevalent form of transportation in and around Park City, it is the least efficient in terms of carbon output per passenger. This mode of transportation has many negative consequences, including traffic congestion, air pollution, and the significant influence on climate change. Land use and transportation decisions should be made with the understanding of how a decision will impact the common goal of a more sustainable form of transportation while protecting the *Small Town* aesthetic.



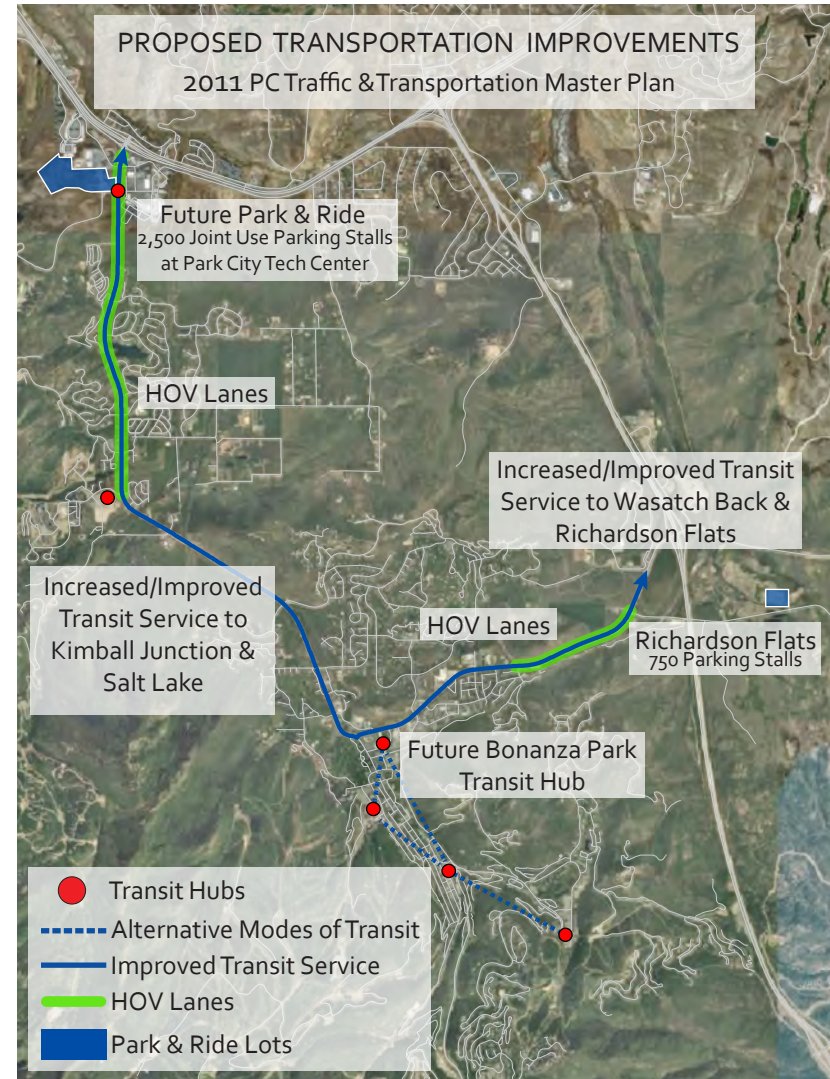
A major focus of transportation decisions is the end user. There are competing end-user interests in Park City between visitors and local residents. In order to effectuate a paradigm shift in preference of public transportation over

the single-occupancy vehicle, the public transportation system must function to attract both the visitor and the local alike.

Objectives

- 3A** Streets, pedestrian paths and bike paths should contribute to a system of fully connected and interesting routes to all destinations. Their design should encourage pedestrian and bicycle use by being small and spatially defined by buildings, trees, signs, and lighting; and by discouraging high-speed traffic.
- 3B** Prioritize efficient public transportation over widening of roads to maintain the *Small Town* experience of narrow roads, modest traffic, and Complete Streets.
- 3C** Public transportation routes should be designed to increase efficiency of passenger trips and capture increased ridership of visitors and locals.

PARK CITY MUST CONTINUALLY LOOK AT OPPORTUNITIES FOR ALTERNATIVE MODES OF TRANSPORTATION

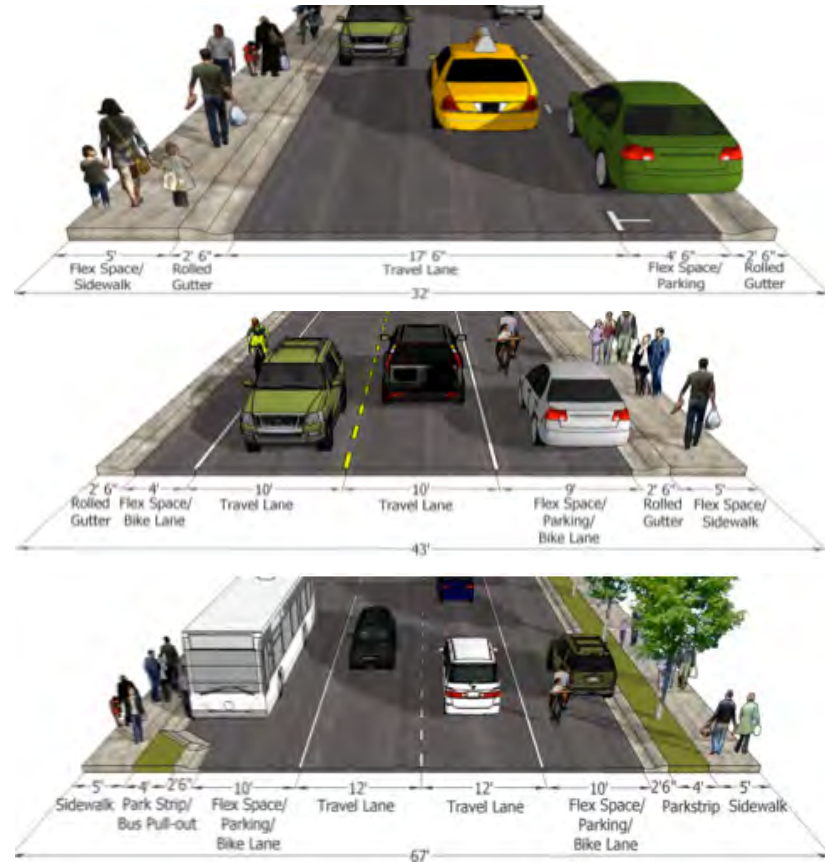


The concept plan on the following pages illustrates and details alternative mode concepts in addition to these vehicle-based upgrades.



Community Planning Strategies

- 3.1** Require development and redevelopment to increase the potential for multi-modal transportation options including: public transit, biking, and walking. Require developers to document how a development proposal is encouraging walking, biking, and public transportation over the single-occupancy vehicle.
- 3.2** Revise parking requirements to incentivize multi-modal transportation, high efficiency vehicles, and shared parking areas. Require secure bicycle parking options.
- 3.3** Create a requirement within new development and redevelopment for connectivity and linkage within the City road and trail networks. This requirement must be consistent with Utah impact fee statutes factoring in adjustments to capitol facilities plan and funding mechanisms
- 3.4** Create safe bike/pedestrian pathways between all public spaces within the City limits.
- 3.5** Identify needed connectivity of roads, sidewalks, and trail systems to decrease vehicle miles traveled and increase direct pedestrian/bicycle routes to neighborhood amenities, as identified in individual neighborhood plans.
- 3.6** Continue to work with the Mountain Accord to explore opportunities for light rail or other alternative



To accommodate multi-modal transportation alternatives within rights-of-way and decrease pressures to widen roads, the 2011 Park City Traffic and Transportation Master Plan adopted complete street strategies for future redevelopment of roads. Complete Streets plans for safety and efficiency of pedestrians, bikes, cars, and mass transit circulation.

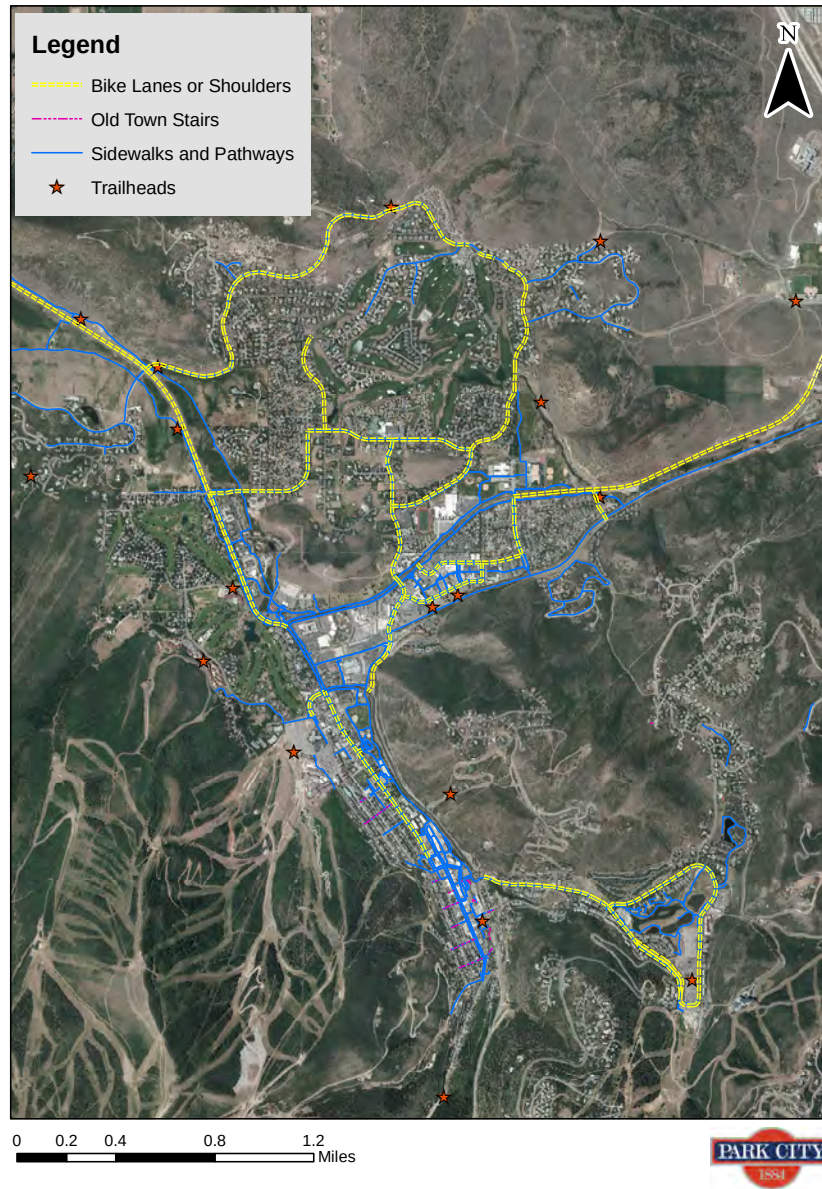
modes of transportation to connect Park City to Salt Lake City; specifically important is the direct connection to the SLC International Airport to provide visitors easy access to Park City.

City Implementation Strategies

- 3.7** Prioritize walkability improvement in identified “hot spots” (areas with existing trip demands located close to one another) in the walkability index.
- 3.8** Design redevelopment and transportation infrastructure to allow for future upgrades to mass transportation systems, including light rail, bus rapid transit, and gondolas.
- 3.9** Increase regional mass transit ridership through shared use of transit centers with private transportation carriers, as appropriate.
- 3.10** Locate Park-and-Rides, transfer stations, and transit centers in areas that will increase public transit ridership and carpooling decreasing the amount of single passenger automobiles commuting to and from Park City.
- 3.11** Improve the access to, efficiency, and experience of public transit. Experience includes shelter from the elements and feeling safe while waiting, free access to internet while traveling, real time schedules/ timetables, and comfortable seating. Explore the opportunity to use smaller buses (or shuttles) during offseason and/or for narrow ROW routes or routes with reduced, but constant, demand.
- 3.12** Implement the Complete Streets strategy of the Traffic & Transportation Master Plan and walkability study. Update and improve the parking enforcement policies in Old Town specifically, and other areas.
- 3.13** Seek alternatives to widening of existing streets and highways.
- 3.14** Adopt travel demand management (TDM) programs to encourage commuter trip reduction programs, including: prioritized employment hub routes, commuter incentives, and recognition of local businesses that incentivized employee use of alternative modes of transportation.
- 3.15** Implement neighborhood traffic calming measures.
- 3.16** Create a bilingual multi-modal access guide, which includes maps, schedules, contact numbers, and other information noting how to reach a particular destination by public transit.
- 3.17** Incentivize use of public transportation from the airport to connect with the Park City public transportation system.
- 3.18** Conduct research on approved projects within Park City that received a reduction in parking. Reassess parking policy on decreased parking based on the findings of the research.
- 3.19** Look at opportunities to create increased bus/shuttle services for visitors arriving at the SLC Airport to visit Park City. Explore opportunities to partner with the SLC Airport, Park City Chamber of Commerce and bus/shuttle companies to create a Park City lounge for visitors to utilize as a waiting area for this service.



Walking and Biking Infrastructure

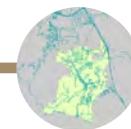
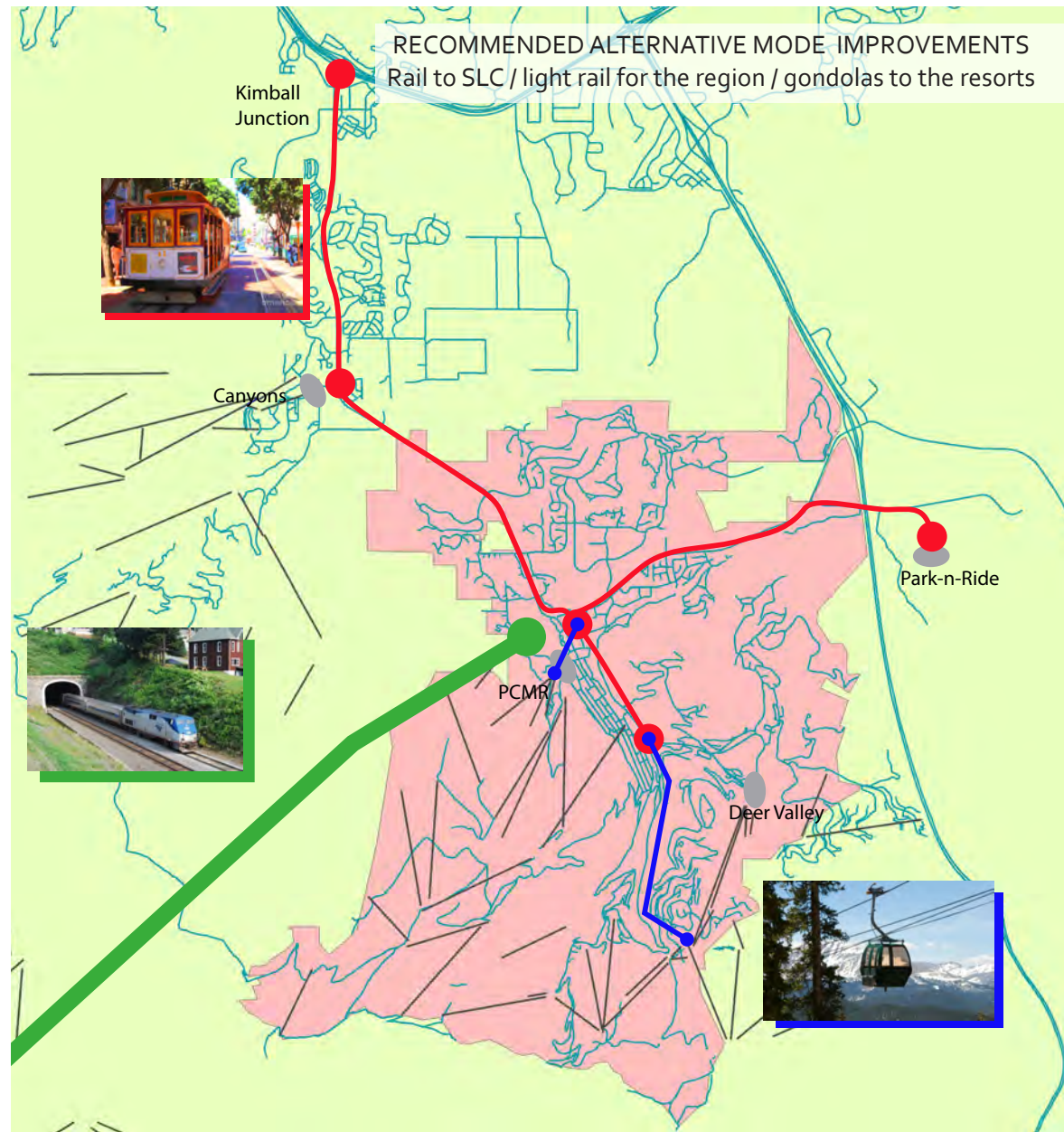


Park City has committed significant resources into walking and cycling infrastructure over the last two decades. This map illustrates the City's biking lanes in yellow; sidewalks and pathways in blue, new stairs in Old Town are noted in red, and red stars indicate trailheads.

The City will continue to expand upon these existing pieces of infrastructure and create improved pedestrian/bike connectivity. The 2007 Walkability Plan recommends continued expansion of this system. This Plan also led to a \$15 million bond for these improvements; indicative of the community's commitment to the ongoing improvements to this infrastructure.

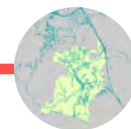
Alternative modes of transportation will allow Park City to become more sustainable in terms of resource expenditures while maintaining the convenient movement of tourists throughout the community - an essential element to ensure our success as a community that hosts more than 600,000 visitors a year. Both visitors and residents alike have noted in recent surveys that increased traffic would be the #1 reason that people would stop visiting or move away from Park City.

This map shows a truly connected transportation system that represents a possible solution to vehicular traffic as we look 20 years into the future. The vision illustrated here includes a streetcar (red line) from Kimball Junction to Bonanza Park, and ultimately the Main Street transit center. Phase II of such plan might include a connection out to the City's park-n-ride facility to address significant increases in traffic that will result from the build-out of the Jordanelle development area. The Plan includes possible gondola connections ((blue line) from Bonanza Park to PCMR and/or Main Street to Deer Valley resort. Finally, the proposed Interconnect is illustrated in green and simply represents a conceptual connection to Salt Lake City via rail in the future.





NEIGHBORHOOD 10: QUINN'S JUNCTION



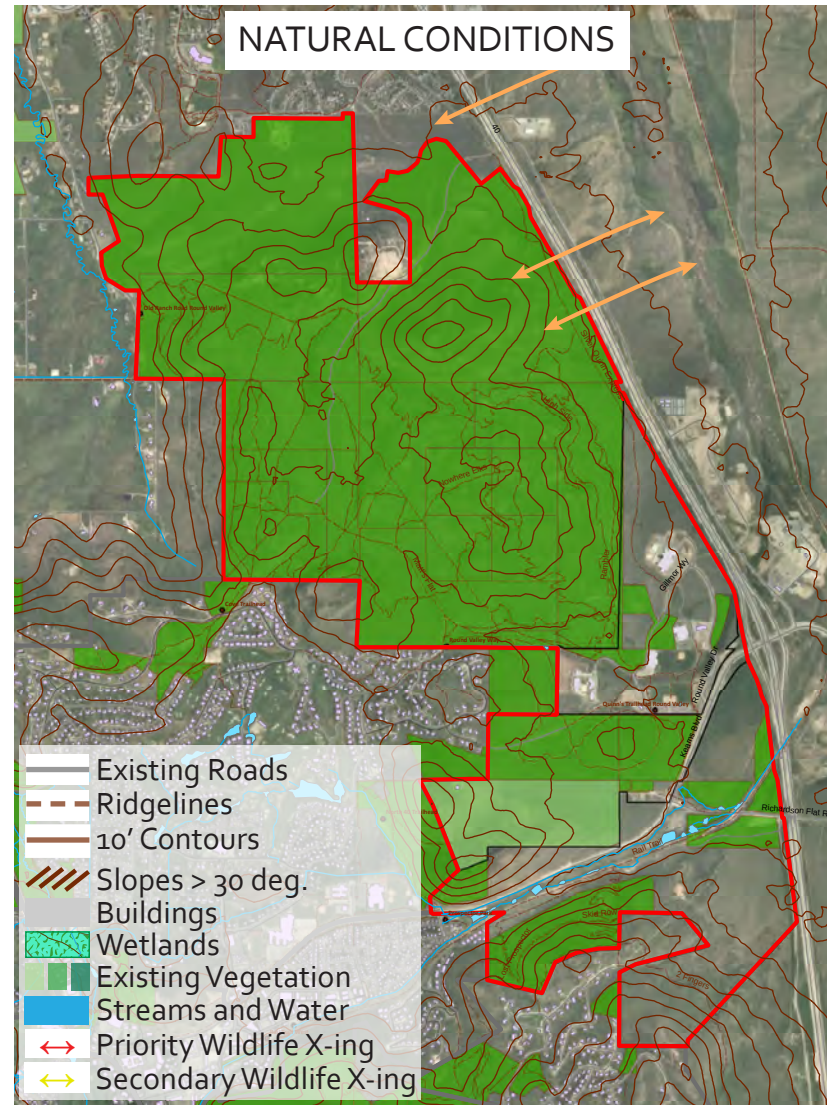
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QUINN'S
JUNCTION

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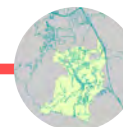
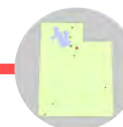
QUINN'S JUNCTION

Map 1

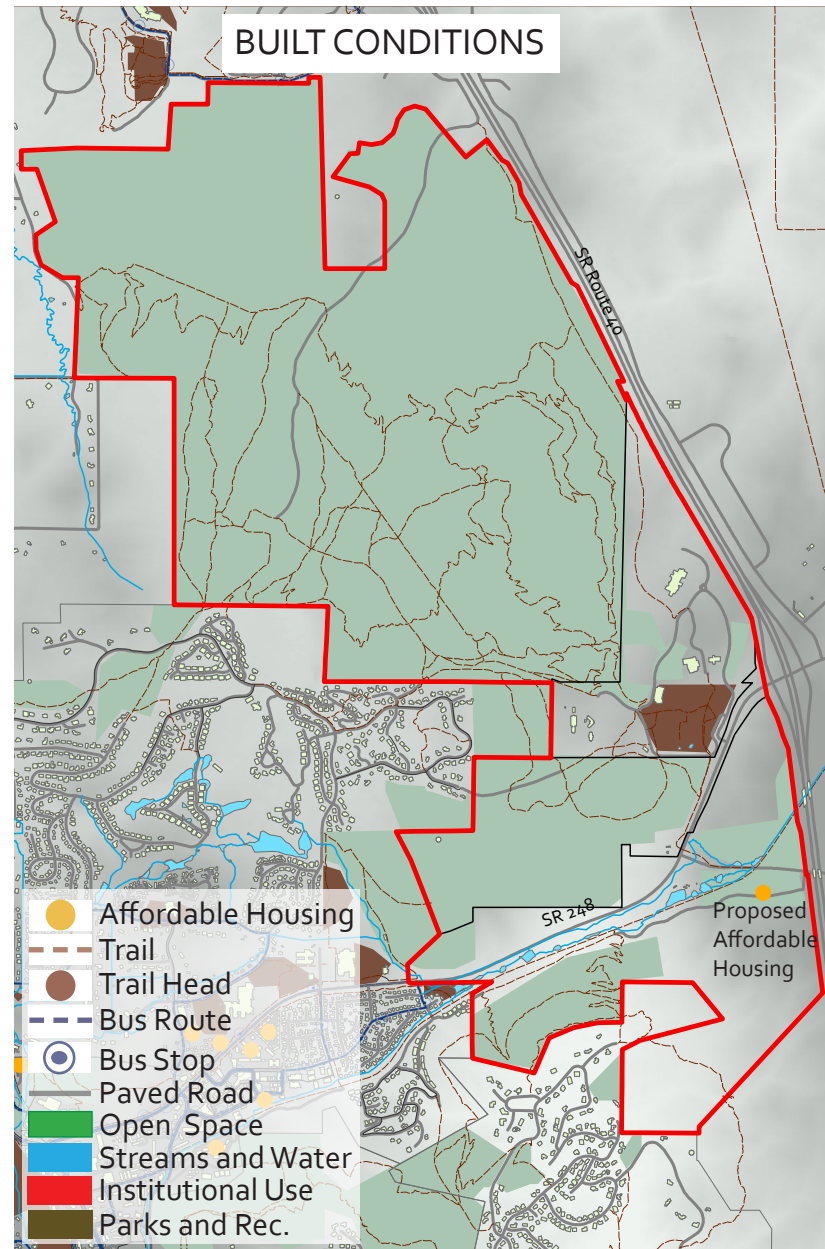


Total Area (sq. miles)	1.20 square miles
Total Area (acres)	1,009.61 acres
Total Built Residential Units	0
Unbuilt Units	239 Residential
% of Total Park City Units	0%
Average Density	3.22 units per acre
Range of Density	0.18 - 33.3 units per acre
Population	3
Number of Businesses	5
% of Park City Businesses	1%
Housing Type	Single Family and Multifamily
Historic Sites	None
Affordable Housing	PC Heights (including IHC units) proposed
Occupancy	None
Neighborhood Icons	National Ability Center US Ski Association Training Center People's Health Clinic PC Ice Arena and Sports Center IHC Hospital Summit County Health
Parks	Sports Center
Amenities	Round Valley trail and cross country ski network, Rail Trail
Trails	Round Valley
Walkability	Extremely Low. Regional destination with no built housing

* HOAs may exist in this neighborhood; please refer to page 10.

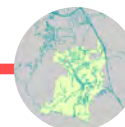
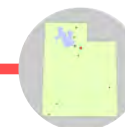
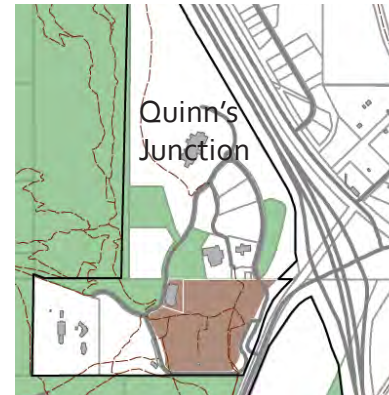


Map 2





Quinn's Junction is dominated by open space with Round Valley as the vast backyard to the existing development. On the north-west corner, regional institutional uses are located on large lots with on-grade parking. Future clustered residential development will occur on the south-west corner within Park City heights.



10.1. Quinn's Junction Neighborhood: Regional Planning to guide future development along a City boundary.

Between July 2002 and October of 2004, Park City and Summit County worked together to create a shared land use plan for future development of the area between SR-248 and Highway 40 to the Silver Summit intersection. During the collaborative public planning process, input from stake holders was collected. Also, the planning staff of both entities reviewed the two general plans to identify commonalities. The result of the combined efforts is the Quinn's Junction Joint Planning Commission Principles. On October 11, 2004, the Planning Commission adopted the planning principles with the understanding that the shared principles were not intended to be a formal land

use plan and the adoption of the principle did not modify the general plans or development codes. The stated purpose for the draft principles was to provide a higher level of detail or a greater resolution between the two existing general plans and provide guidance during future amendments to the general plan.

The Quinn's Junction Joint Planning Principles are separated into two categories: Development Densities and Land Use and Development Patterns. The Principles are noted in detail after the following page. A series of maps representing the Quinn's Area follow the Principles.

The area has evolved since the creation of the 2004 Quinn's Joint Planning Commission Principles. Development over the past decade within Park City includes many institutional

uses including IHC Hospital, PC Ice Arena and Sports Center, the People's Health Clinic, Summit County Health Center, and the United States Ski Association Training Center. The City reviewed two master planned development projects on the south side of SR 248 during this time frame as well. The approved Park City Heights residential Master Planned Development includes 239 new residential units and the Quinn's Junction Partnership Annexation consists of 1 movie studio complex, a hotel with up to 100 rooms, and a retail area. Concurrently, approximately 1365 acres within Round Valley were purchased as open space, preserving the view corridors on the west side of Highway 40 between Silver Summit and Quinn's Junction in perpetuity.

The following Joint Planning Principles recommend development patterns of

clustered development balanced with preservation of open space:

1. Cluster in identified areas and around exiting development maintaining consistency among uses.
2. Public preserved open space and recreation is the predominant existing land use in the study area. Clustered development should be designed to: enhance public access through interconnection of trails, preserve public use and enjoyment of these areas, and continue to advance these goals along with the preservation of identified view sheds and passive open space areas.
3. Preserve a substantial open space corridor through the study area.

The West side of Highway 40 has built out following the Quinn's Junction Joint

Planning Commission Principles with clustered development at the interchanges and protected open space between the two development nodes. The East side of the highway has followed the same development pattern on the with clustered development at the Silver Summit and the Quinn's Junction interchange, with the exception of protecting the undeveloped land in-between. The City should continue to work with the County to maintain the view corridors along the East side to mirror the preserved open space to the West. The open space of Round Valley protects a wider expanse of land than originally identified within the Quinn's Junction Joint Planning Commission map. The Quinn's Junction Joint Planning Commission Principles map should be amended to reflect the protect lands and to create protected east-west wildlife corridors. Protected wildlife

corridors not only prevents fragmentation of ecosystems but also benefits the community with protected view corridors and sensitive lands and increased low-impact recreational activities. Soil contamination in this area is also of concern and under the jurisdiction of the federal government.

In an agreement called an **Administrative Settlement Agreement and Order on Consent (AOC) for EE/CA (Engineering Evaluation/ Cost Analysis) Investigation and Removal Action**, the **Environmental Protection Agency, Region 8 (EPA)** published its revised cleanup area for the **Richardson Flats Tailings Superfund Site in Park City and Summit County**. It is anticipated that EPA will oversee the development of a cleanup plan to address

historic mine tailings in the Silver Creek floodplain, which is on Utah's list of impaired waters due to contamination from cadmium, zinc and arsenic. An EPA cleanup plan would involve design and cost analysis, public comment, implementation and long-term maintenance. Federal law provides that such an EPA cleanup plan would not require state and local permitting.



Quinn's Junction Joint Planning Commission Principles (2004)

Development Densities and Land Uses

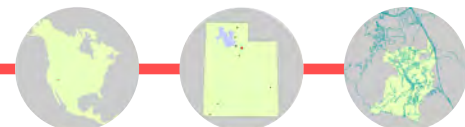
1. Initial project analysis should commence with a review of property's base density (subtracting wetlands, slopes, wildlife areas, flood plain, etc.)
2. Consider density bonuses for preservation of key open spaces identified in the study area.
3. Density should result in significant public benefits that promote Park City's resort, recreation, tourism and resort-based, second home economy.
4. Highway service commercial / convenience retail and regional/big-box retail commercial will not be considered in/along the Highway 40/SR 248 corridor.
5. A site for institutional development will be considered in the study area with the potential institutional uses limited to: a hospital, educational facility, recreation / sports training facility, or an arts / cultural heritage / history based institution.
6. A limited expansion of the existing light industrial/incubator service commercial uses along the east side of Highway 40 should be considered. Said expansion should be clustered to the greatest degree possible to minimize sprawl and should include re-development / clean-up of existing businesses, land use patterns, circulation, etc., that have been detrimental to the environment, aesthetics, or function of the area. Density incentives would be considered for preservation of key open space areas within the boundaries of the study, particularly those advancing the goals of the study for preservation of the 248 entry corridor. It should be noted that many of the above principles will be further specified by forthcoming amendments to the Snyderville Basin Development Code, which will more serve as the actual governing document for proposals including these types of uses in the study area.
7. Neighborhood Commercial uses will be considered in the Silver Summit area east of Highway 40 and a more limited (in use and overall density) neighborhood commercial node could be considered on the west side of Highway 40. Potential for expansion of these uses may be through density receiving mechanisms to be identified in forthcoming Development Code changes.
8. Recreation and Open Space will be the encouraged use in the Richardson's Flat area. The majority of this area is governed by and

must be reviewed for consistency with the 1999 Flagstaff Mountain Development Agreement, which stipulates golf course, active recreation, equestrian and preserved open space as allowed uses.

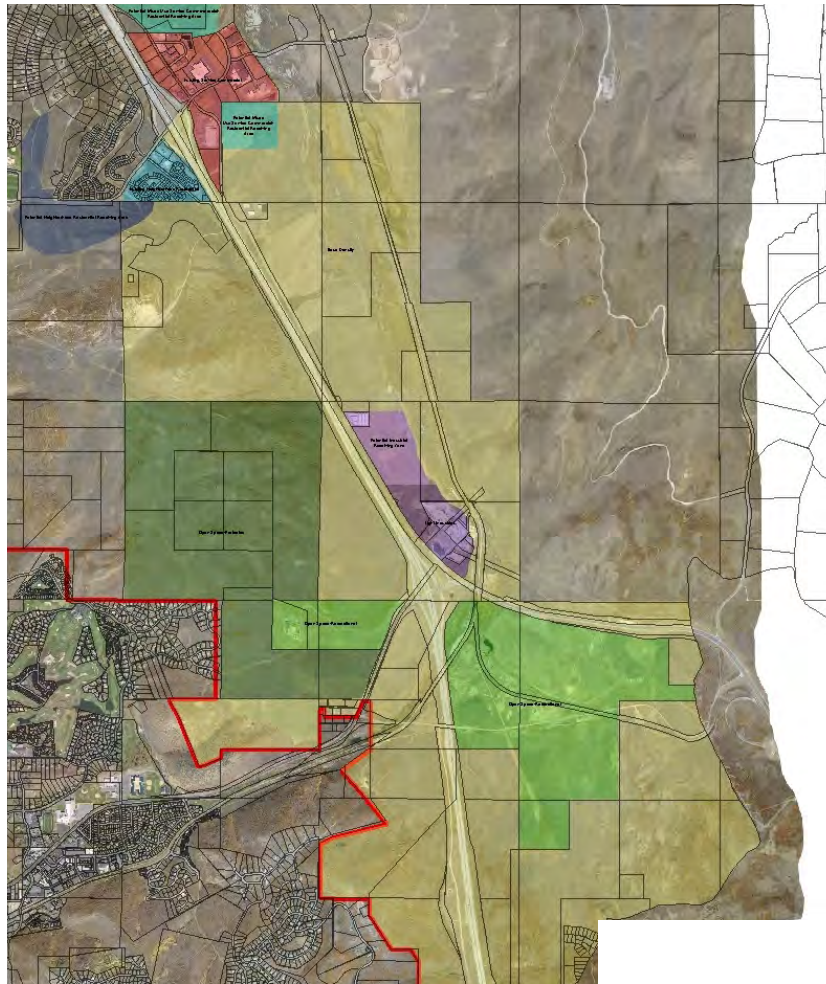
9. Clustered residential development may be considered in areas indicated on the accompanying map of the study area and specified for base density. Initial evaluation of density for projects in the study area shall be based on Summit County Base Density allowances as specified in the Code in effect at the time of application. The maximum density that will be considered in Base Density areas for projects complying with all preferred development patterns and principles will be limited to the densities specified for rural areas in the Summit County Development Code or where applicable the Estate Zoning provisions of the Park City Land Management Code. Code provisions in effect at the time of application will apply. Only potential receiving areas or the parcel identified for potential employee housing in the existing Flagstaff Mountain Development Agreement will be considered at higher densities.

Development Patterns

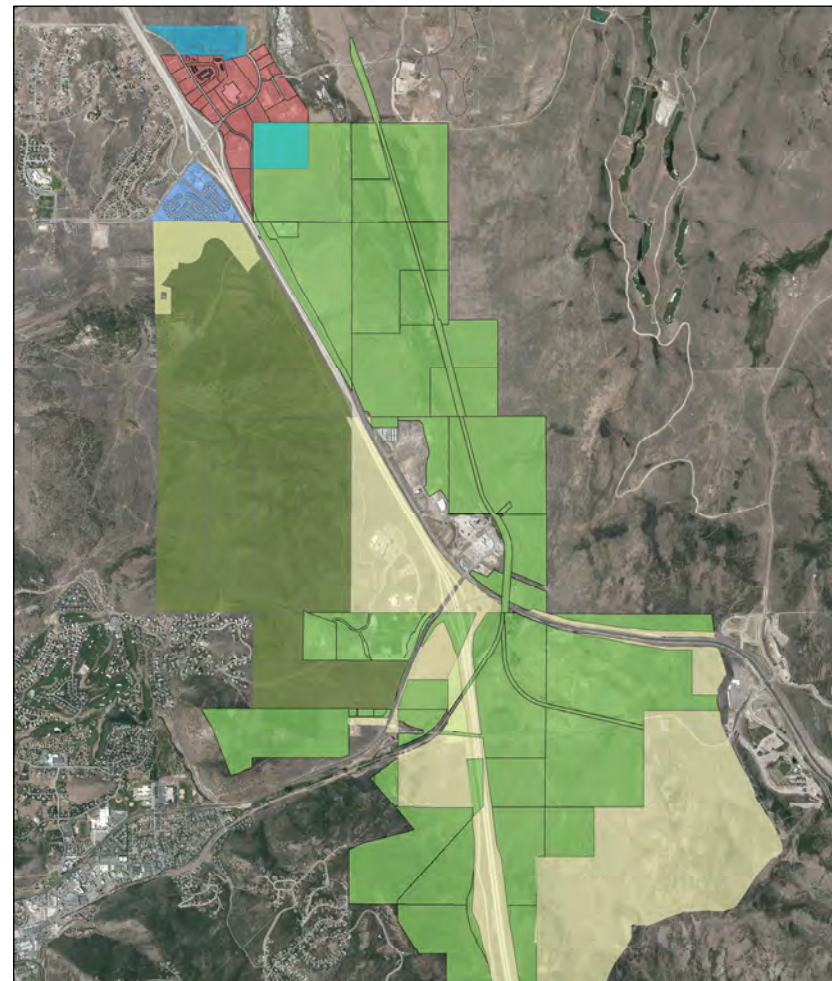
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3. Apply Sensitive Land standards from City and County ordinances for all development design. This includes recreational and institutional development, which should incorporate and preserve important topographical features, natural areas and view sheds, and be of a scale and scope consistent with the primary goal of preserving the function and aesthetics of an important resort entry corridor. Planning efforts for projects in this corridor should continue to involve both City and County staff for input.
4. Large expanses of surface parking areas with high visibility from the entry corridor will not be allowed. Surface parking shall be buffered from the entry corridor and utilize existing topography for screening purposes whenever possible. Sub-surface and well designed structured parking will be encouraged whenever possible.
5. Preserve a substantial open space corridor through the study area.
6. New Development (including institutional and recreational) should be transit-oriented and linked to broader community open space and trail networks.



2004 QUINN'S JUNCTION JOINT
PLANNING COMMISSION MAP

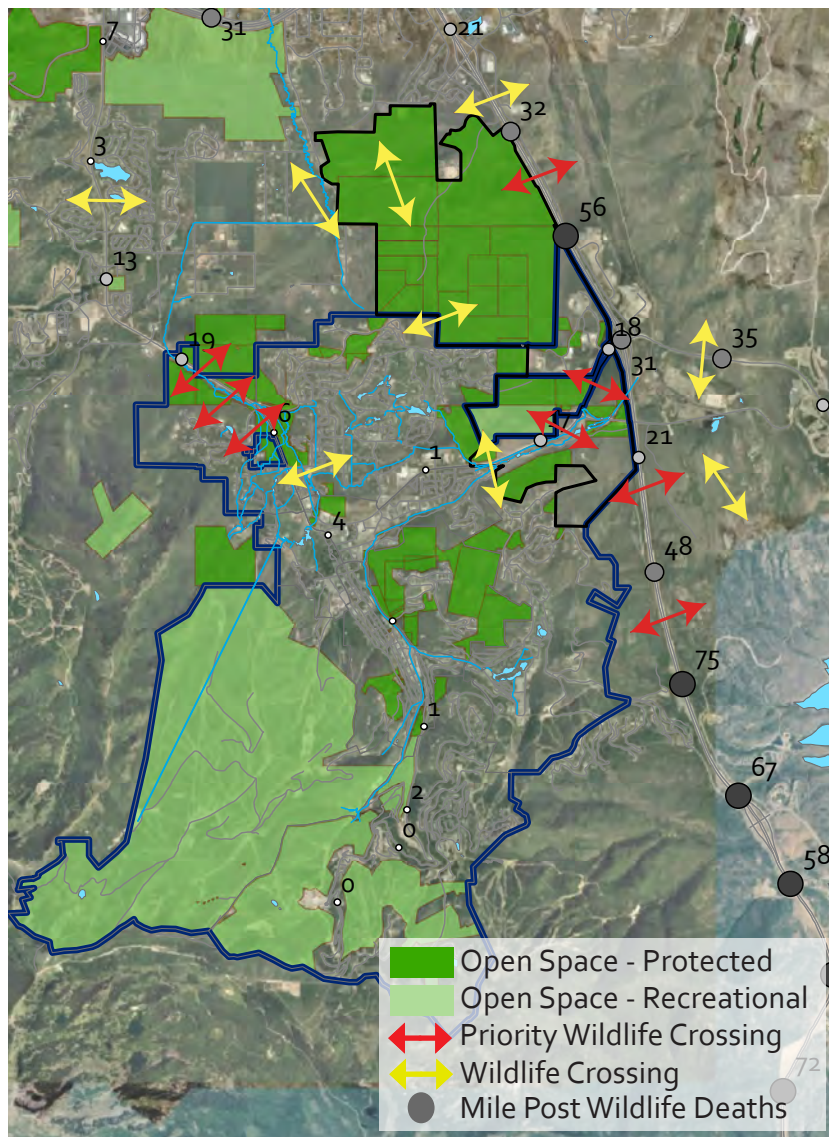


UPDATED QUINN'S JUNCTION
AREA MAP

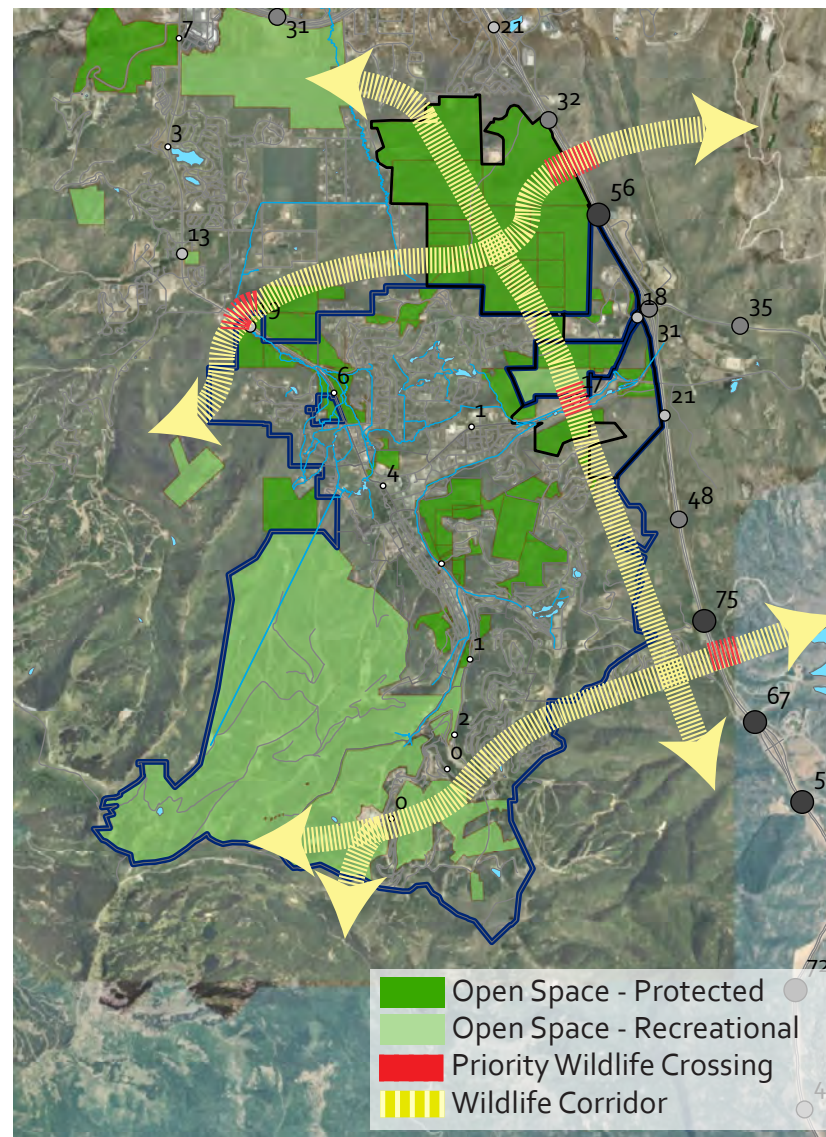


Base Density	Open Space - Protected	Potential Neighborhood Residential Receiving Area
Existing Neighborhood Residential	Open Space - Recreational	Potential Mixed Use Service - Residential Receiving Area
Existing Service Commercial	Potential Industrial Receiving Zone	
Light Industrial		

2012 PC NATURAL RESOURCE INVENTORY WILDLIFE CROSSINGS



WILDLIFE CORRIDORS



10.2. Quinn's Junction Neighborhood: An area for Regional Institutional Uses.

New development within the Park City limit in Quinn's Junction has occurred primarily along Round Valley Drive and Gillmore Way within the north-west corner of the Quinn's Junction interchange. The area was identified within the Quinn's Junction Joint Planning Commission Land Use Principle #5 as "appropriate for institutional development with the potential institutional uses limited to: a hospital, educational facility, recreation / sports training facility, or an arts / cultural heritage / history based institution." The north-west corner should continue to build-out as a regional node for institutional development due to the location on the edge of the Park City. Institutional development in this location can serve the population of the Wasatch



Back and are designed to accommodate populations greater than Park City. An additional 250,000 sf of development is planned around the hospital.

This area is not suitable for everyday needs of Parkites, such as a grocery store or post office due to increased

dependency on personal vehicles. Big box commercial is not appropriate either as it will conflict with the purpose of the area, create increased vehicle trips, and compete with the existing commercial nodes within the City and County. The new development in the north-west corridor is linked

to the broader community through trails and the existing road network. To complement the City's goals of decreasing dependence on the automobile, the area should be considered as a destination within the public transportation network.

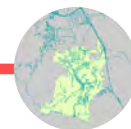
10.3. Quinn's Junction Neighborhood: A neighborhood for locals.

Two master planned development projects on the south-west corner of the Highway 40 interchange at Quinn's Junction were approved in 2011/2012 by the City Council. The approved Park City Heights residential Master Planned Development includes 239 new residential units upon 239 acres of land. 167 acres (70%) was protected during the MPD process as open space within the subdivision. The Quinn's Junction Partnership Annexation and MPD consists of 1 movie studio complex, a new hotel with up to 100 rooms, and a retail area. The PC Heights MPD clustered development close to the existing streets while preserving the surrounding open space and upper elevations.

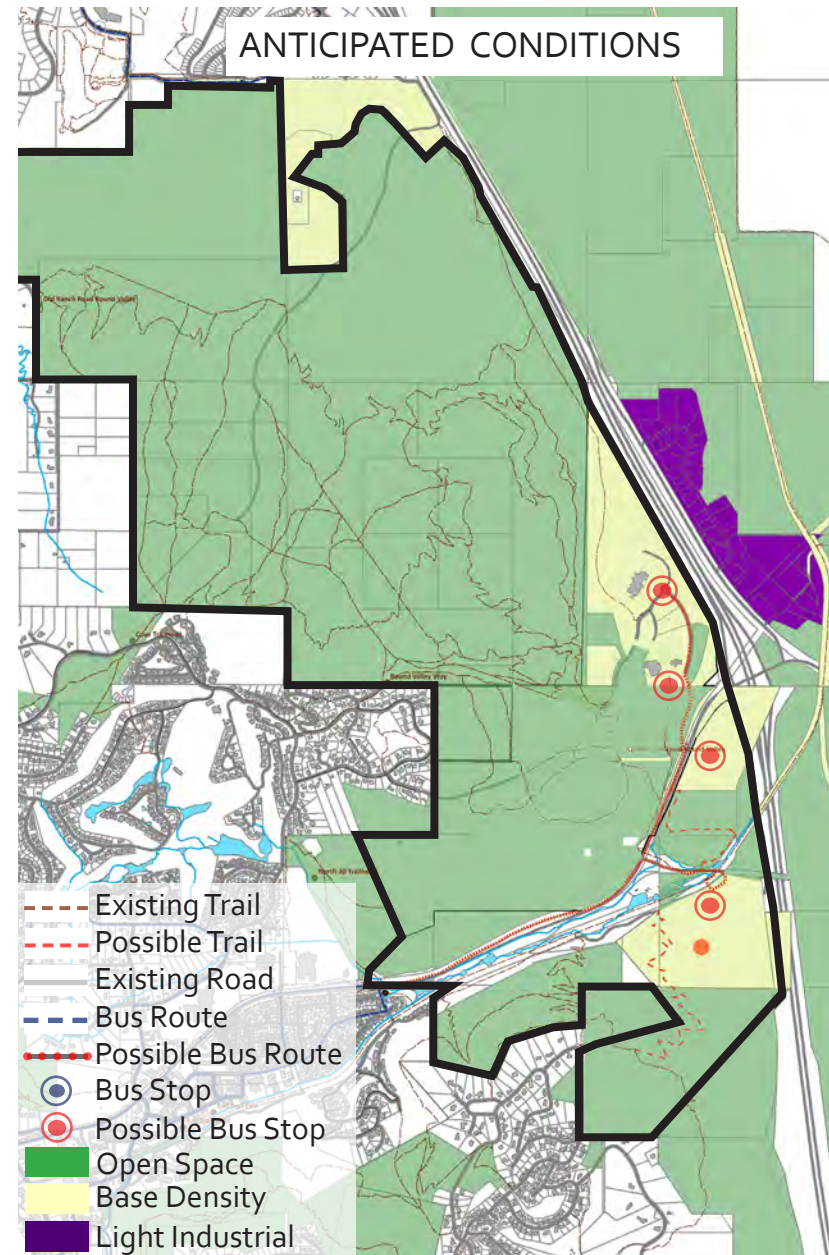
The future Park City Heights



neighborhood is linked to the broader community through trails and the existing road network. As the area is built out the City should connect these developments to the public transportation system providing additional multi-modal transportation options.



Map 3





10.4: The aesthetic of the Quinn's Junction shall preserve the natural setting.

As Quinn's Junction introduces 239 new residential units within the Park City Heights subdivision, an evolution

will take place in the built environment. Most commonly, the aesthetic of arriving at Quinn's junction is experienced through the car to either visit a large institution or to recreate. In the future, the neighborhood should evolve to accommodate increased

multi-modal transportation options. Sidewalks, trails, bus shelters, and benches will become common place.

The most character defining feature of the Quinn's neighborhood is the plentiful natural setting. View corridors welcome

residents and guest, and must be preserved. New development should be set back in compliance with the Entry Corridor Protection Overlay. Open space requirements within developable lots should preserve the natural setting through limits of disturbance.



Quinn's Junction Joint Planning Commission Principles (2004)

Development Densities and Land Uses

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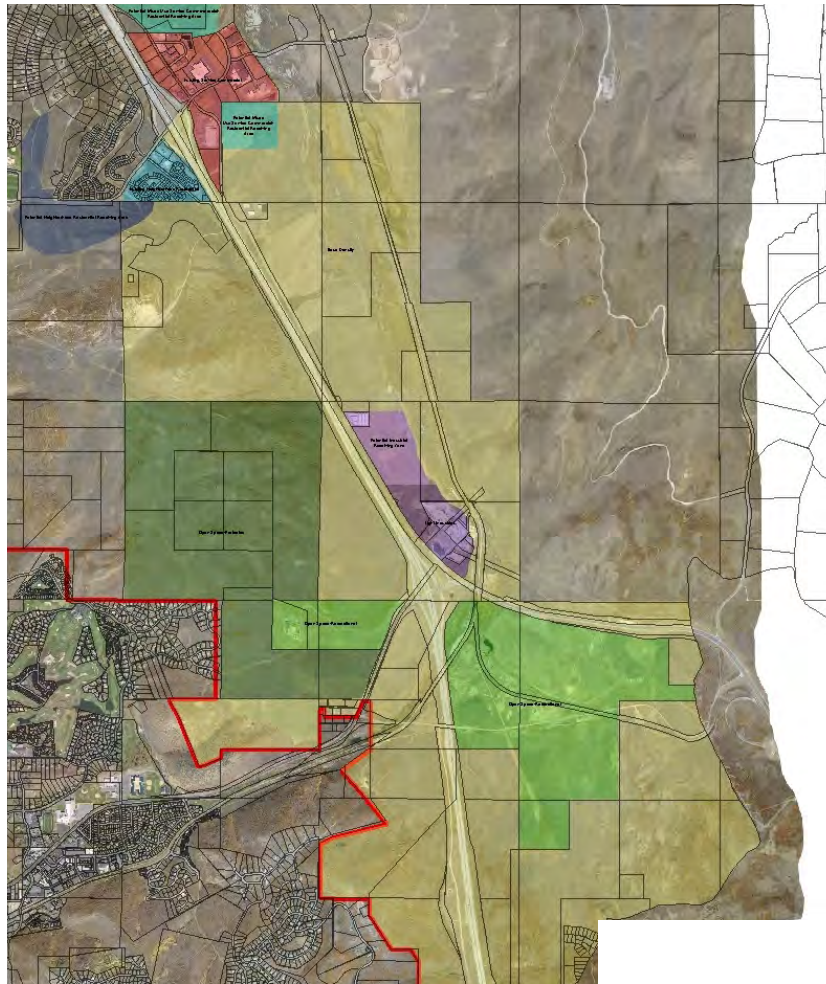
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Development Patterns

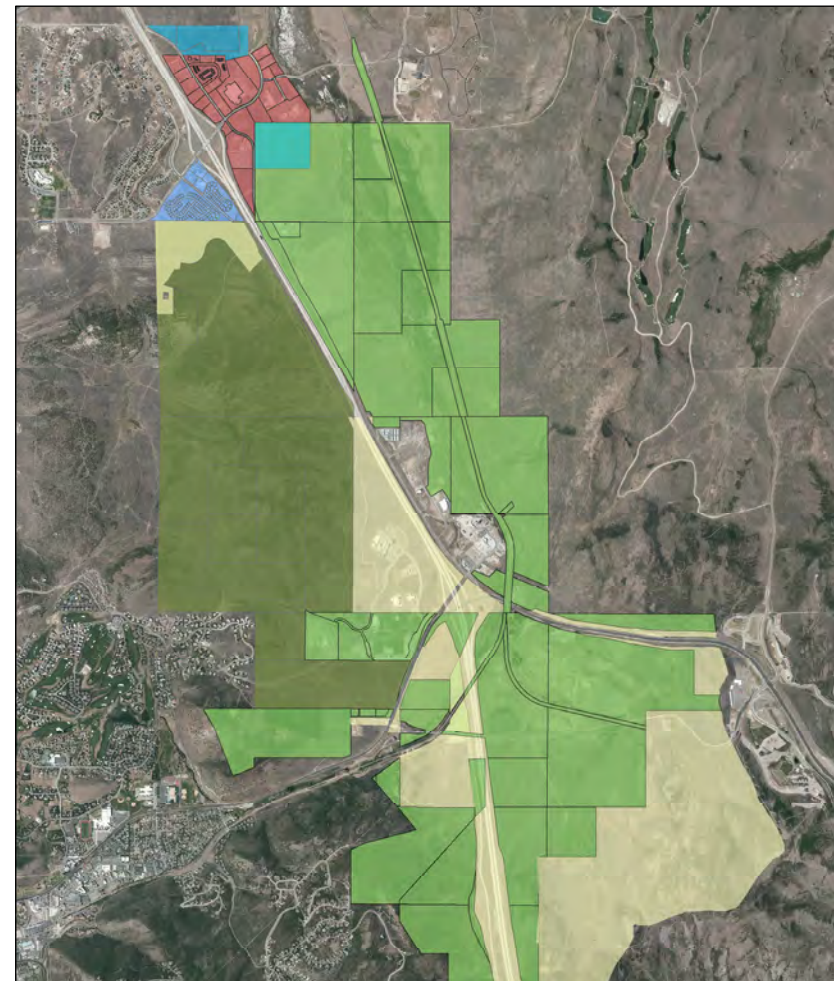
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2004 QUINN'S JUNCTION JOINT
PLANNING COMMISSION MAP

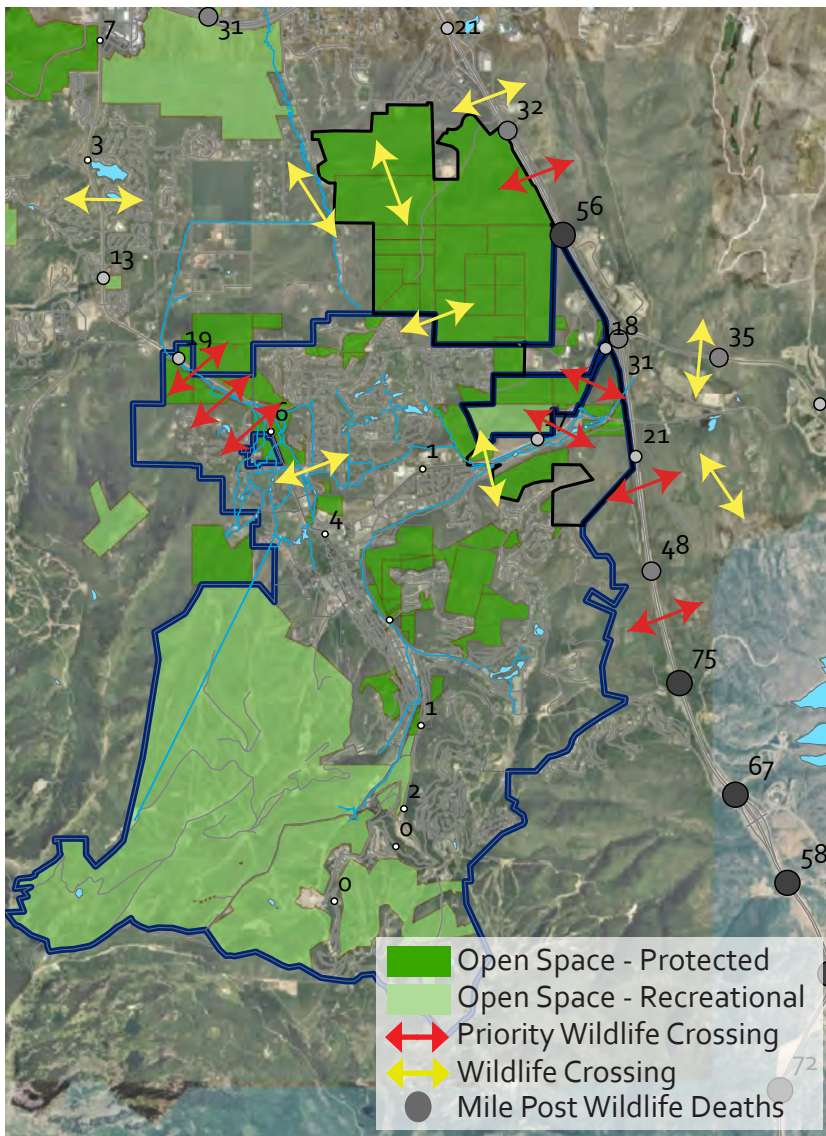


UPDATED QUINN'S JUNCTION
AREA MAP



Base Density	Open Space - Protected	Potential Neighborhood Residential Receiving Area
Existing Neighborhood Residential	Open Space - Recreational	Potential Mixed Use Service - Residential Receiving Area
Existing Service Commercial	Potential Industrial Receiving Zone	
Light Industrial		

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WILDLIFE CORRIDORS

