



**PARK CITY COUNCIL MEETING
SUMMIT COUNTY, UTAH,
OCTOBER 3, 2013**

PUBLIC NOTICE IS HEREBY GIVEN that the City Council of Park City, Utah will hold its regularly scheduled meeting at the Marsac Municipal Building, City Council Chambers, 445 Marsac Avenue, Park City, Utah for the purposes and at the times as described below on Thursday, October 3, 2013.

Closed Session

2:30pm Property, Personnel and Litigation
Break

Study Session

4:00 pm Ice Arena Annual Update pg. 5
5:00 pm Break

Work Session

5:15 pm Council questions and comments and Manager's Report pg. 16
5:25 pm Stoneridge – Gilmore Open Space pg. 17
5:50 pm Break

Regular Meeting

6:00 pm

I ROLL CALL

II COMMUNICATIONS AND DISCLOSURES FROM COUNCIL AND STAFF

III PUBLIC INPUT *(Any matter of City business not scheduled on the agenda)*

IV CONSENT AGENDA *(Items that have previously been discussed or are perceived as routine and may be approved by one motion. Listed items do not imply a predisposition for approval and may be removed by motion and discussed and acted upon)*

V NEW BUSINESS

1. Consideration of an Ordinance approving a Plat Amendment for 510 Payday Drive, Park City, Utah pg. 23

- (a) Public Hearing
- (b) Action

2. Consideration of authoring the City Manager to execute the award for RFP for Historic Preservation Consulting Services to Cooper Roberts Simonson in an amount not to exceed \$20,000 in a form approved by the City Attorney.

pg. 97

(b) Action

VI 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 435-615-5186 at least 24 hours prior to the meeting. Wireless internet service is available in the Marsac Building on Wednesdays and Thursdays from 4 p.m. to 9 p.m.

Posted: 09/30/2013
See: www.parkcity.org

PARK CITY COUNCIL MEETING
SUMMIT COUNTY, UTAH
OCTOBER 10, 2013

PUBLIC NOTICE IS HEREBY GIVEN that the City Council of Park City, Utah will not hold its regularly scheduled meeting on Thursday, October 10, 2013.

Posted: 09/30/13
See: www.parkcity.org

TENTATIVE MASTER CALENDAR

Note: This future meeting schedule is TENTATIVE and subject to change.

October

- 3 see Agenda
- 10 **No Meeting**
- 17 Public Art Advisory Board Update – Work - Sharon
Consideration of an Ordinance approving the Echo Spur Development Plat Amendment
Lots 17, 18, 19, Park City, Utah – FA
Gamble Oak Easements, new, Heinrich
New Recreation software contract agreement - Ken F, New (possibly consent?), 15 min
Second Amended Stag Lodge Phase IV, 8200 Royal Street Unit 52 – Amendment to
Record of Survey– Christy Alexander
Ontario Pack Subdivision, 463 & 475 Ontario Avenue Plat Amendment-Christy A
LMC Amendments - HRM Zone – (Historic Residential Medium Density) - Francisco
Ordinance approving an extension of the August 9, 2012, approval of the Ontario Mine
Bench Subdivision, located at 7700 Marsac Avenue, Park City, Utah
Ordinance approving an extension of the August 9, 2012, approval of the Mine Bench
Condominiums record of survey plat, located at 7700 Marsac Avenue, Park City, Utah.
Ordinance approving a second extension of the November 17, 2011, approval of the
Park City Heights Phase 1 Subdivision plat, located at Richardson Flat Road and US
Hwy 40, Park City, Utah.
Meeting Management Software-Old, Jason
- 24 Special Service Contract Criteria and Extraordinary Grant Criteria
Proclamation – Pancreatic Cancer Month
- 31 **No Meeting**

November

- 7 Finalize contract for the Royal Street Retaining Walls Matt C
- 14 Broadband – Scott R
- 21 Main Street recycling contract-
- 28 **No Meeting – Thanksgiving**

December

- 5 2013 City Insurance Placements
National Citizen Survey results, study, 60-75 min, PR
- 12 Acceptance of the audit – Lori C.
- 19
- 26 **No Meeting**

January

- 2 **No Meeting**

9 Swearing in Mayor – Council Members and Reception following meeting

16 **No Meeting – Sundance**

23

30

Pending Items:

Canvass for general election

Special Event overhaul

Ice Operations – study

Water leak adjustment policy – work

Latino Community outreach and engagement – study

Rocky Mountain Power expansion

Beaver Management Policy Discussion - Work, Jim B 40 min.

Amendment to the housing resolution – for regular council – RS

Consideration of an Ordinance approving the McHenry Subdivision Replat Amendment located at 496 McHenry Avenue, Park City Survey, Park City, Utah

Property Management contract for Transit Residential Building - Brooks R

PW Update

Ordinance 2519 Lucky John Drive – Plat Amendment PL-13-01980- KW

- Housing Authority Meeting

Housing Mitigation Plan for 1555 Lower Iron Horse Loop Road MPD in Bonanza Park – Rhoda/Phyllis

City Council Staff Report



Subject: Ice Arena Business and Challenges
Author: Jon Pistey
Department: Ice
Date: October 3, 2013
Type of Item: Study Session

The Park City Ice Arena (PCIA) opened on February 24, 2006 with the original plan of being a 9-month ice facility and hosting dry-floor events to generate additional revenue during the summer. This strategy was changed after just two years of operation, and our first full year of ice was 2008/2009. Since that year, the PCIA has only closed for short periods of time to complete projects that cannot be undertaken while the facility is in operation. The PCIA is host to 5 different sports, 10 user groups that each rent more than 25 hours of ice on their group's contract, adult hockey leagues, hockey and skating camps, tournaments, special events, public programming, the Park City Skating Academy and the Park City Hockey Academy which are run by the PCIA staff.

Growth in all aspects of our ice use has reached a point where PCIA staff will need direction from City Council in the near future on a variety of policy issues. This PCIA Study Session is designed to be similar to the Broadband/Fiber Study Session, where Council had an opportunity to gain a greater level of understanding on a narrowly focused topic – and, consequently, all Council members now have a similar foundation of knowledge about broadband/fiber, such that the future work session discussion will be more fruitful. This one hour Study Session is designed to provide Council with the opportunity to take a “deep dive” into the operational aspects of the PCIA. A greater understanding of PCIA operations and opportunities will enable Council to provide staff with future policy direction on topics ranging from balancing of community programming vs reducing facility subsidy to goal prioritization for future community recreational facilities.

Some considerations that staff takes into account with scheduling and operations are deed restrictions on the Gillmor family donated land and the Inter Local Agreement with the Basin Special Recreation District.

The Ice Arena has four goals in its Strategic Plan and Yearly Business Plan that guide our policies and operations:

- **Goal 1: Public Program Development. The Arena will place its primary focus on developing public skating programs by engaging the regional population base and providing a variety of ice programs.**

The Park City Ice Arena offers a wide variety of public programming across five different sports and hosts 10 different user groups which have membership composed primarily of residents of Summit and Wasatch counties, which we consider to be our “resident” base. Programs that can be tracked through direct registration have grown significantly as can be seen in the following chart:

ARENA RUN PROGRAM Participation	2006	2006- 2007	2007- 2008	2008- 2009	2009- 2010	2010- 2011	2011- 2012	2012- 2013
Learn to Skate – Youth & Adults	735	713	702	796	726	853	821	898
Learn to Play Hockey – Youth & Adult	159	164	10	101	104	142	125	183
Hockey Leagues – Adult Players	114	123	162	175	204	212	319	465
Hockey League – Total Teams	4	22	36	33	32	41	60	57
Skating and Hockey Academy Camps	0	0	43	55	38	219	264	295
Total Participant Hours	N/A	N/A	N/A	6490	16,000	17,500	18,900	20,400

Our user groups (shown below) have also seen growth, with the Ice Miners and Figure Skating Club requiring the most hours of ice to accommodate growth.

Group	2006- 2007	2007- 2008	2008- 2009	2009- 2010	2010- 2011	2011- 2012	2013- 2014	Growth from 2012- 13 to 2013- 14 Season
Ice Miners	N/A	N/A	97	120	130	127	150	15%
PC High School	25	30	25	15	25	30	40	33%
Pioneers	N/A	N/A	N/A	25	25	30	35	17%
PC Predators	20	25	20	18	18	20-25	25	14%
NAC-Sled Hockey	10	10	10	200	350	400	400	0%

Figure Skating Club	7	25	25	35	50	74	81	7%
Speed Skating	12	16	22	35	35	22	21	-16%
Curling	24	26	42	42	45	38	50	25%

Hours of Operation: The amount of ice currently available is based on our hours of operation being from 6AM to 12AM. Monday through Friday, the building opens between 5 and 5:30 AM to support Figure Skating and Adult Hockey, and adult league games frequently end after midnight, with the building typically closing at 1AM.

Special events typically take the place of user group and arena run programming and do not extend hours of operation. They do, however, result in increased revenue for those hours due to higher ice rental rates and cleaning fees.

The combination of growth in arena run programs and private rentals from user groups accounts for the majority of growth in demand for ice time.

Ice Use	2006	2006-2007	2007-2008	2008-2009	2009-2010	2010-2011	2011-2012	2012-2013
Total Hours Scheduled/ Total Available Hours	1071/ 3000	3280/ 3360	3754/ 4812	4552/ 5619	4727/ 6158	5351/ 5880	5927/ 6153	5969/ 6153
Percentage of Total Available Hours Used	36%	97%	78%	81%	80%	91%	91%	97%

- **Goal 2: Resource Responsibility.** The Ice Arena will focus on efficient operations, appropriate and measured capital expenditures, to ensure an appropriate cost recovery level.

Fiscal Year	Revenue	Expense	Cost Recovery	Subsidy
2007	\$406K	\$632	65%	\$224K
2008	\$404K	\$765K	53%	\$361K
2009	\$457K	\$809K	56%	\$352K

2010	\$459K	\$690K	67%	\$231K
2011	\$600K	\$779K	77%	\$179K
2012	\$690K	\$826K	84%	\$136K
2013	\$679K	\$849K	79%	\$170K
2014 (forecast)	\$739K	\$798K	93%	\$59K

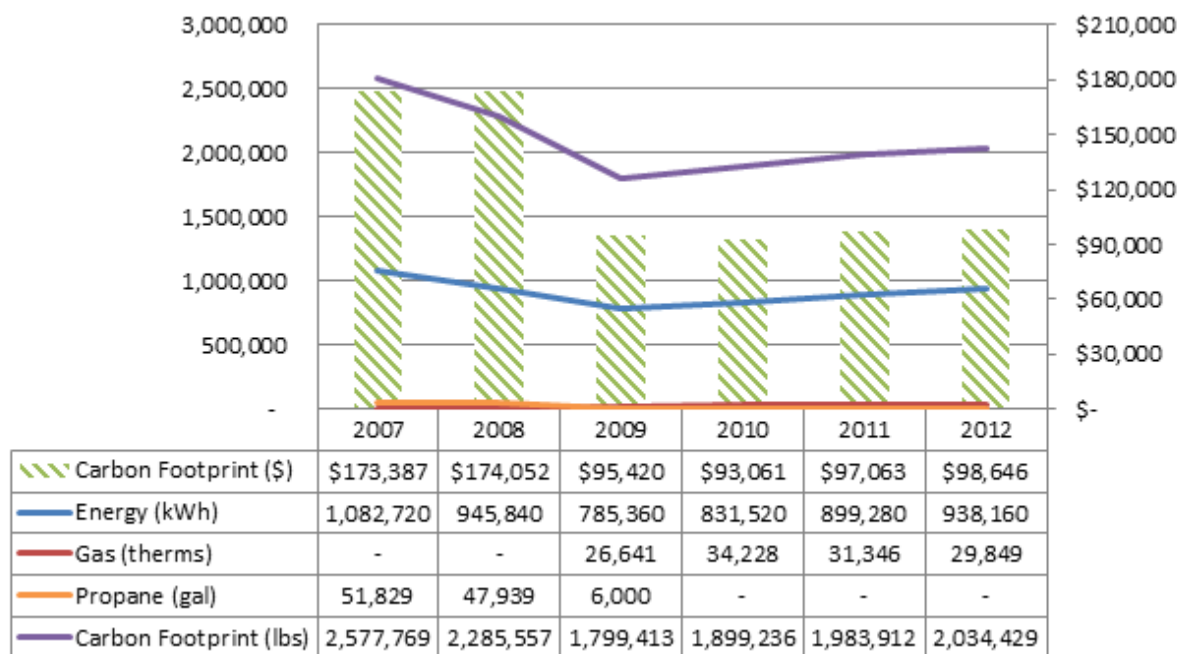
The Expense budget of the PCIA has grown from \$632K in FY '07 to \$834K in FY '13. Due to staffing changes for FY '14, our expense budget is reduced to \$798K. During the same period, revenues have increased from \$408K in FY '07 to \$679K in FY '13. With price increases, additional ice rentals, and sponsorship sales, we project an additional \$60K in revenue for FY '14.

Current Policy direction is to achieve a 65% cost recovery level and a subsidy of no more than \$300K. Our actual cost recovery has exceeded the goal each year since 2010; with the FY2013 cost recovery coming in at 79% with a subsidy of \$170K. It is important to note that the Ice Business Manager moved to support the Executive Team and Sustainability from Sept through July 2013, but the cost was not moved out of the PCIA budget. Had the cost been moved, our cost recovery would have been 93%.

Staff is also working with Sustainability to implement a technology that will reduce our use of natural gas and further reduce expenses.

Staff is heavily focused on operating the building as efficiently as possible, both in staffing and operation and maintenance of the physical plant. The operations staff has a difficult job in maintaining a 46,000 square foot facility that is intrinsically prone to heavy use and damage. Staff continually searches for ways to improve efficiency of the building, which is reflected in Sustainability's recent report to Council on the City's carbon footprint goals. Staff is currently working with Sustainability and Budget to implement another technology that will further reduce the use of natural gas at the facility.

The following chart shows our energy use and carbon footprint:



According to the Municipal Carbon Footprint update presented in early August 2013, Johnson Controls (JCI) called out the exemplary energy performance of the Ice Arena in its 2013 Measurement & Verification report for Park City Municipal. JCI noted that the Smart Energy Design Assistance Center (SEDAC) has reviewed ice arenas nationally and created a standard energy performance range of 23.5 – 70.5 kilowatt-hours / square foot of energy consumption per year. The Park City Ice Arena is currently performing at 20.4 kilowatt-hours / square foot per year, even better than the optimal energy benchmark published in the SEDAC report.

Our budget for building maintenance is about 2% of the Ice Arena's total budget, so we need to be prudent with funds to maintain the building. Using in-house staff with a diverse skill set allows us to complete all but the most specialized refrigeration, electrical and HVAC repairs in-house. Through agreements with the Basin Special Recreation District, PCIA is able to plan for and fund most capital projects, replacement and repairs to capital equipment as needed.

- **Goal 3: Customer Service. The Ice Arena will strive to provide an exceptional experience to all visitors to the facility.**

Customer service for us falls into two distinct categories: Front of house and back of house. Front of house service consists of tangible customer interaction, whether it's at the Front Desk, instruction, phone, email, etc. Back of house functions consist of ice and facility maintenance, safety and cleanliness. It is our goal to provide exceptional customer service in all areas. During the 2012-2013 season, the Ice Arena had over 130,000 guests. The main categories for these guests are User Groups, Leagues, Public Programs, Classes, Camps and Special Events. We also support field activities, trail use and special events at Quinn's through the use of the lobby and restroom facilities. Operating the facility on a daily basis ties in closely with resource responsibility, and staff is highly conscious of and proactive about operating the facility as efficiently as possible.

Over the past 6 months, staff has looked closely at ways to improve customer service at the front desk and through improved marketing efforts. Feedback through surveys consistently rates our direct customer service and quality of instruction as over 93% "very good" or "excellent," but marketing scores are not nearly as high. We have rebranded our flyers and we're developing a plan to increase our exposure through low-cost social media outlets such as Twitter, Facebook and Pinterest to help raise those ratings. We've also re-focused customer service efforts at the front desk through increased full-time staff presence and training for part-time staff that emphasizes how their role helps the Ice Arena meet its own goals as well as the goals of City Council. Our exceptional customer services supports our user groups, our own programs, and is a primary driver for attracting and retaining special events.

- **Goal 4: Economic Development. Consistent with Park City's goal to operate as a world-class multi-season destination resort community, the Arena will serve as an economic development tool.**

Part of the mission of the PCIA is to be an economic development tool for Park City and the Basin Recreation District. To meet this goal, the PCIA hosts a variety of tournaments, competitions and other special events throughout the year. The total economic impact of these events for the community in FY '13 was over \$2.2M. Our current scheduling policies seek to minimize the impact of special events on local use, and only one weekend per month can be

used for a special event. Increasing the number of special events would have a positive economic impact on the community, but would not have a significant effect on direct revenues at the PCIA. It would also further reduce ice time available to our local groups, which currently do not have enough ice at PCIA for their programs.

The chart below shows the economic impact of our multi-day events on the greater Park City area.

Event	Economic Impact *	Out of State Participants	In-State Participants
High Mountain Shootout**	\$669,314	525	90
Bonspiel**	\$120,977	125	25
Utah Winter Games Skating Comp.	\$351,675	250	750
Celebrity Shootout	\$140,670	100	300
Muddy Puck**	\$291,799	250	70
Pioneers Games	\$198,580	25	50
Goal Digger	\$291,799	250	70
Figure Skating Shows	\$135,980	0	250
Park City Hockey Invitational	\$159,521	90	0
Grand Total	\$2,360,315		
Shoulder Seasons Total	\$1,082,090		

*Economic Impact is calculated using per person per day (pp/pd) spending data provided by the Park City Visitor's Bureau. These rates are from the Lighthouse Research and Development report from September 2010 and have not been adjusted for inflation.

** Event takes place outside of Ski Season

Summary: The purpose of this report is to give City Council some vital information pertaining to the history and current state of the Ice Arena as a basis for conversation during a Study Session and policy direction at a later date. No policy direction is sought at this time.

Appendix A: Site Map

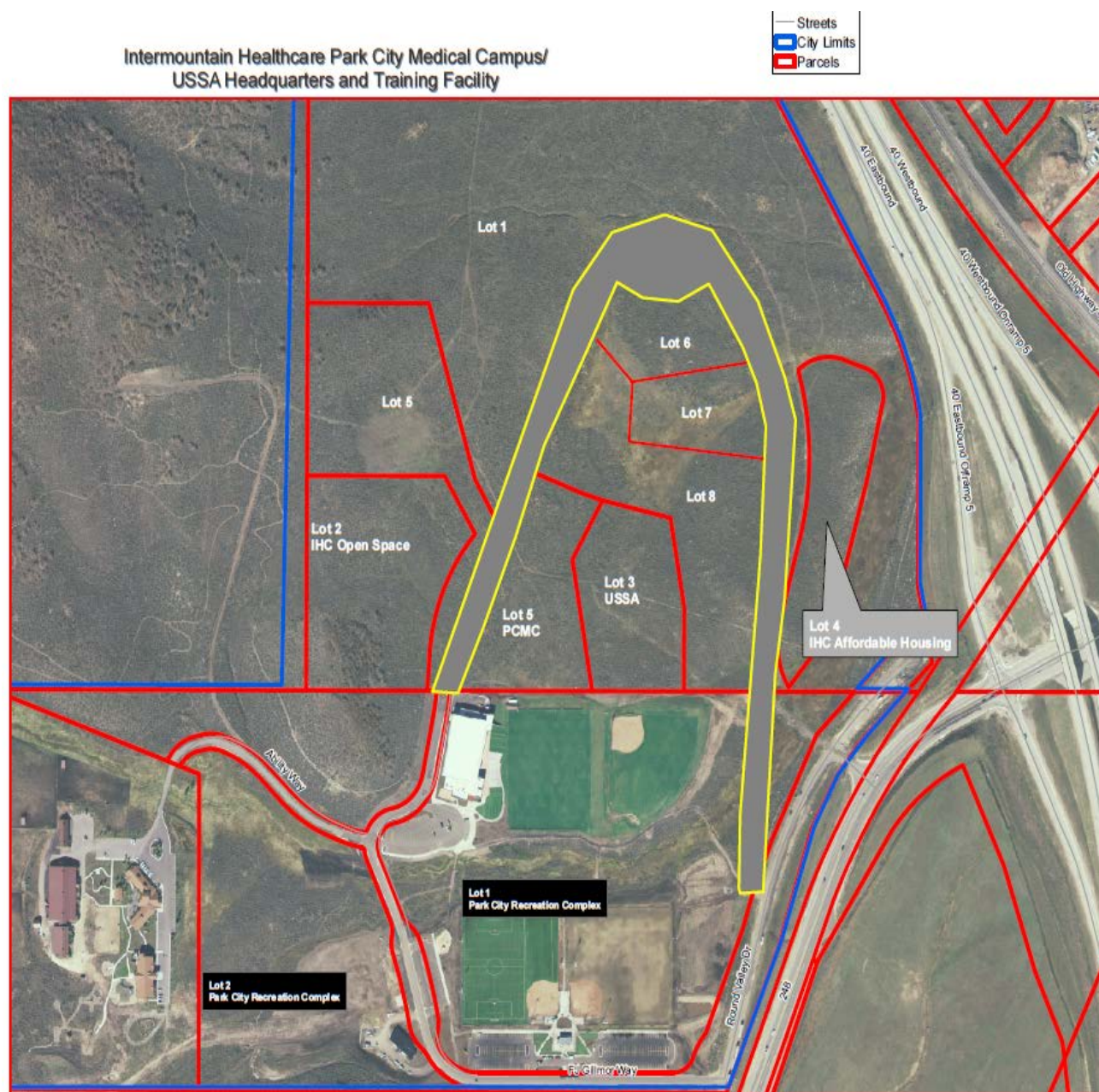


Exhibit B – Ice Strategic Plan

Park City Ice Arena Mission and Strategic Plan

July 2010

Mission: Effectively utilize resources to provide an enjoyable recreational experience that exceeds the expectations of our guests.

Goal	Strategy
1 – <u>Public Program Development</u>. The Arena will place its primary focus on developing public skating programs by engaging the regional population base and providing a variety of ice programs.	1A – The Arena will operate year round with a focus on public skating programs while scheduling on-ice events that compliment program development with minimal program interruption. 1B – Staff will work to develop long term master planning to address the future growth and demand for ice times. 1C – Scheduling of ice will be done to maximize revenue while providing a balanced mix of programming. 1C – Events will limited to one per month during the peak season (October – March). Events creating significant program interruption will be limited to non-peak seasons (April – September). 1D – Staff will determine program growth, direction, ice schedule and procedures based on demand forecasts, revenue generation, and user feedback. 1E – Summit and Wasatch Counties will continue to receive resident rates in an effort to build a strong skating base to feed programs.
2 - <u>Resource Responsibility</u>. The Ice Arena will focus on efficient operations, appropriate and measured capital expenditures, to ensure an appropriate cost recovery level.	2A – In an effort to minimize environmental impact, arena staff will identify environmental responsible alternatives and implement when feasible. 2B – Staff will maintain a cost recovery level for ice arena operations above 65% with the subsidy not to exceed \$350,000. 2C – In order to encourage responsible and competitive fees, Arena staff will consider comparable ice facilities,

3- Customer Service. The Ice Arena will strive to provide an exceptional experience to all visitors to the facility. 4 –<u>Economic Development</u>. Consistent with Park City’s goal to operate as a world-class multi-season destination resort community, the Arena will serve as an economic development tool.	with focus on ski town arenas along with other similar recreational amenities in the region. 2D –Arena staff will research and implement cost effective technology that will reduce operation costs. 2E – Consistent with the Interlocal Agreement between the City and Basin, Arena staff will provide a replacement schedule for capital equipment. 2F – In addition to revenue generation through user fees and concessions, Arena staff will strive to increase revenues through retail sales, grants, interior arena program advertising, and program sponsorships. 3A – In a continuous effort to encourage a healthy level of participation, Arena staff will utilize various marketing methods to communicate information regarding programs and events at the facility. 3B – All arena staff will be properly trained and educated in the policies, procedures and program information regarding the city and the ice arena. 3C – User surveys will be developed, distributed, and collected to receive feedback on programs, facility conditions, and overall satisfaction. 4A – Arena staff will work with the local community and the Park City Chamber in particular to attract recreational/educational activities and events (as described above) to the Arena. 4B – Identify opportunities for the ice arena to promote premiere athletic training opportunities for levels and abilities. 4C – Consistent with the Interlocal Agreement between the City and Basin, Arena staff will balance tourist related revenue producing events with local programs. 4D – Arena staff will take advantage of its proximity to the onsite Fields Complex to host recreational/educational activities and events that utilize both the arena and fields.
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Exhibit C – Typical Weekday Schedule, Winter

Welcome to Park City Ice Arena - Windows Internet Explorer

http://www.frontline-connect.com/DailyEvents.cfm?fac=parkcity&tfacid=1

Google

Favorites Suggested Sites Web Slice Gallery TEGGPro System Login

Welcome to Park City Ice Arena

Home Programs Sessions Schedules

ice arena

ALL SCHEDULES ARE SUBJECT TO CHANGE

Daily Events for Tuesday Nov 19, 2013 SURFACE: Ice Sheet

Date: 11/19/2013 Get Date

Event Time	Surface	Session
06:00 A - 07:00 A	Ice Sheet	FREESTYLE
07:00 A - 08:00 A	Ice Sheet	FREESTYLE
08:00 A - 09:00 A	Ice Sheet	FREESTYLE
10:45 A - 11:45 A	Ice Sheet	PUBLIC SKATE
12:00 P - 01:30 P	Ice Sheet	HOCKEY DROP-IN 18+
01:45 P - 02:45 P	Ice Sheet	PUBLIC SKATE
03:00 P - 04:15 P	Ice Sheet	PCHS HOCKEY
04:30 P - 05:30 P	Ice Sheet	ICE MINERS YOUTH HOCKEY
05:30 P - 06:30 P	Ice Sheet	ICE MINERS YOUTH HOCKEY
06:45 P - 07:45 P	Ice Sheet	ICE MINERS YOUTH HOCKEY
08:00 P - 09:00 P	Ice Sheet	ICE MINERS YOUTH HOCKEY
09:15 P - 10:45 P	Ice Sheet	PLATINUM DROP- IN

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Exhibit D – Typical Weekday Schedule, Summer

Welcome to Park City Ice Arena - Windows Internet Explorer

http://www.frontline-connect.com/DailyEvents.cfm?fac=parkcity&facid=1

Google

Favorites Suggested Sites Web Slice Gallery TEGGPro System Login

Welcome to Park City Ice Arena

Home Programs Sessions Schedules

ALL SCHEDULES ARE SUBJECT TO CHANGE

Daily Events for Tuesday Aug 06, 2013

SURFACE: Ice Sheet

Date: 08/06/2013 Get Date

Event Time	Surface	Session
05:45 A - 06:45 A	Ice Sheet	FREESTYLE
06:45 A - 07:45 A	Ice Sheet	FREESTYLE
08:00 A - 09:30 A	Ice Sheet	SPECIAL EVENTS
09:45 A - 11:15 A	Ice Sheet	SPECIAL EVENTS
11:30 A - 01:00 P	Ice Sheet	HOCKEY DROP-IN 18+
01:15 P - 02:45 P	Ice Sheet	SPECIAL EVENTS
03:00 P - 04:30 P	Ice Sheet	SPECIAL EVENTS
04:45 P - 05:45 P	Ice Sheet	STICK & PUCK- ALL AGES
06:00 P - 07:30 P	Ice Sheet	PUBLIC SKATE
07:45 P - 09:15 P	Ice Sheet	HOCKEY SKILLS & DRILLS (18+)
09:30 P - 10:30 P	Ice Sheet	PRIVATE RENTALS

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11:04 AM 9/26/2013



To: Honorable Mayor/Members of City Council

From: City Manager's Office

MANAGER'S REPORT – October 3, 2013

Preservation of Mining Era Resources on Resort Property- Submitted by: Thomas E. Eddington Jr., Planning Director and Anya Grahn, Historic Preservation Planner

The Park City Museum and Historical Society has been diligently monitoring the condition and deterioration of Mining Era resources on resort properties. In August, the Historical Society received a Historic District Design Review (HDDR) waiver from the Planning Department in order to repair two (2) Silver King Mining water tanks located on Park City Mountain Resort property. Council had directed staff to look into the conditions of all of our Mining Era structures and return to Council with suggestions for maintaining these structures into the future.

Staff has organized a lunch and driving tour on Friday, October 18th with archeologist Chris Merritt of the State Historic Preservation Office (SHPO). Members of the Planning Department, Historic Preservation Board (HPB), City Council, and Park City Museum are invited and encouraged to attend.

Staff intends to tour the mining sites, conduct reconnaissance level surveys of the condition of the Mining Era ruins, and determine, with the input of the state archeologist, if these sites are National Register eligible. Mr. Merritt's familiarity and interest in mining history will greatly benefit the City and enable us to gain a better understanding of the history that exists.

Following the tour, staff will begin to devise a plan to maintain and stabilize these structures. Much of the mining infrastructure is in severe decline and may not be able to be saved; however, temporary stabilization and preservation can extend the lifespan of these resources. Staff will also contact the resorts and begin discussing how these structures may be preserved on their property and the financial incentives available for their preservation—National Trust for Historic Preservation grants, Certified Local Government (CLG) grants, or even Historic District grants.



City Council Staff Report

Subject: Stoneridge Open Space Parcel Update
Author: Heinrich Deters
Department: Sustainability
Date: October 3, 2013
Type of Item: Administrative

Recommendation:

Council should review the draft goals conceptual recreational phasing plan, which includes a sensitive lands overlay and restoration areas and provide comment.

Topic/Description:

Update on the planning and management of the Stoneridge Open Space Parcels (Exhibit A-map)

Background:

The acquisition of the 'Stoneridge Open Space Parcel' by Park City Municipal, was a component of a four party partnership, involving Park City, Snyderville Basin Special Recreation District (SBSRD), Summit County and Utah Open Lands (UOL), that made possible the preservation of over one thousand acres of open space within Summit County. The conveyance of the parcel to PCMC from SBSRD and Summit County, on April 29, 2013 included the planning and management aspects of the property in conjunction as detailed within the existing conservation easement held by UOL. On June 25, 2013, UOL completed a preliminary baseline evaluation of the parcel, including an existing conditions statement.

Analysis:

Existing Conservation Easement and Baseline

During the initial acquisition of the parcel by Summit County, a conservation easement was granted to UOL, which stipulated the values and purposes in which the parcel would be monitored. The values include sensitive, natural, scenic, aesthetic, open space; wildlife and community recreation. Permitted uses include the following: preservation and restoration of native grasses and shrubs; restoration of the biological and ecological integrity of the property; construction and maintenance of non-motorized recreational infrastructure, including trailheads, kiosks and storage structures for recreational maintenance equipment; construction and maintenance of underground utilities; hosting and staging of special events. The preliminary baseline of the property identified the natural aspects, including wildlife and historical uses of the property at a high level. Notably, the property exhibits historical grazing, quarrying and dumping attributes, as well as, wildlife and recreation activities. Due to the rapid nature in which the acquisition and subsequent conveyance of the property to PCMC took place, staff decided to work with UOL over the summer of 2013 to further document existing conditions and study habitat aspects associated with the parcel.

Planning/Goals

A component of the property purchase agreement was to work with SBSRD trail staff to provide a coordinated recreational effort. These efforts, in conjunction with additional research into the natural habitat of the property by UOL and numerous site visits, have been led by a planning committee made up of PCMC, UOL and SBSRD staff to draft goals associated with the parcel and further defined in a conceptual recreation phasing plan, including a reserved sensitive lands overlay and restoration areas. (Exhibit B Phase I recreation plan/sensitive lands) Staff will present a detailed conceptual plan at the Council meeting. Finally, staff recommends additional input is gathered from a proposed public open house. If staff receives significant input from the public open house per any of the proposed options, staff will return to Council for additional review.

Goals established for the parcel and consistent with easement are as follows:

1. Community Recreation:
 - a. Regional trail connectivity
 - b. Managed public access
 - c. Multi-season recreational users/abilities served
 - d. Special events
2. Natural Habitat
 - a. Sensitive lands area
 - b. Rehabilitation projects
3. Adaptive Management
 - a. Management plan
 - b. Easement stewardship

Timeline

Staff would like to start the design, engineering and County planning process for the proposed trailhead facility and Phase I trails, as soon as feasible, noting possible construction in 2014. Once Phase I improvements are implemented, PCMC and UOL will monitor the effects through winter 2014-15, prior to making final trailhead improvements and implementing the Phase II trail plan. Reclamation efforts associated with spoils, debris and existing jeep roads will be implemented in 2014.

Department Review:

This report has been reviewed by Budget, Legal and Executive Departments and their comments have been included.

Alternatives:

A. Approve - Give direction to pursue all staff recommendations:

Council may provide direction to pursue staff's recommended planning efforts. (Staff Recommendation)

B. Deny - Give direction to not pursue any staff recommendations:

Council may choose to deny the request to move forward with the planning and implementation of improvements associated with the parcel. If the request to move forward is denied, the parcel will remain in its current state and be managed in

accordance with the conservation easement. Even if Council denies this request, the parcel will be managed in a manner similar to other open space parcels (weed management, etc.)

C. Modify:

Council may choose to modify the recommended planning efforts. If Council wishes to modify the recommendation, staff suggests maintaining elements of the plan consistent with the goals.

D. Continue the Item:

Council may continue the item and request more information. There will be opportunities for additional Council input after the first Phase implementation.

E. Do Nothing:

Same as deny.

Significant Impacts:

Appropriate planning, management and stewardship of open space and the subsequent values are a very important aspect of the overall long term sustainability of a property. It should be addressed in a timely manner, with the public's desire to access the area in mind, but not haphazardly and be adaptive to future changes in the natural environment.

	World Class Multi-Seasonal Resort Destination (Economic Impact)	Preserving & Enhancing the Natural Environment (Environmental Impact)	An Inclusive Community of Diverse Economic & Cultural Opportunities (Social Equity Impact)	Responsive, Cutting Edge & Effective Government
Which Desired Outcomes might the Recommended Action Impact?	+ Accessible and world-class recreational facilities, parks and programs + Balance between tourism and local quality of life + Varied and extensive event offerings + Internationally recognized & respected brand + Safe community that is walkable and bike-able	+ Abundant preserved and publicly-accessible open space + Managed natural resources balancing ecosystem needs		+ Engaged and informed citizenry
Assessment of Overall Impact on Council Priority (<i>Quality of Life Impact</i>)	Very Positive 	Very Positive 	Neutral 	Positive 
Comments:				

Funding Source:

Funding for the open space improvements would come from the existing open space improvement project in the approved 5-year CIP budget. Grant funding will also be explored.

Consequences of not taking the recommended action:

Effective, coordinated management efforts are in place to meet the goals set forth for this open space purchase, consistent with existing easements and agreements. Consequences of not following the recommended actions may negatively impact the delicate balance of the stated goals and be detrimental to the overall sustainability of the natural environment and recreational public access.

Recommendation:

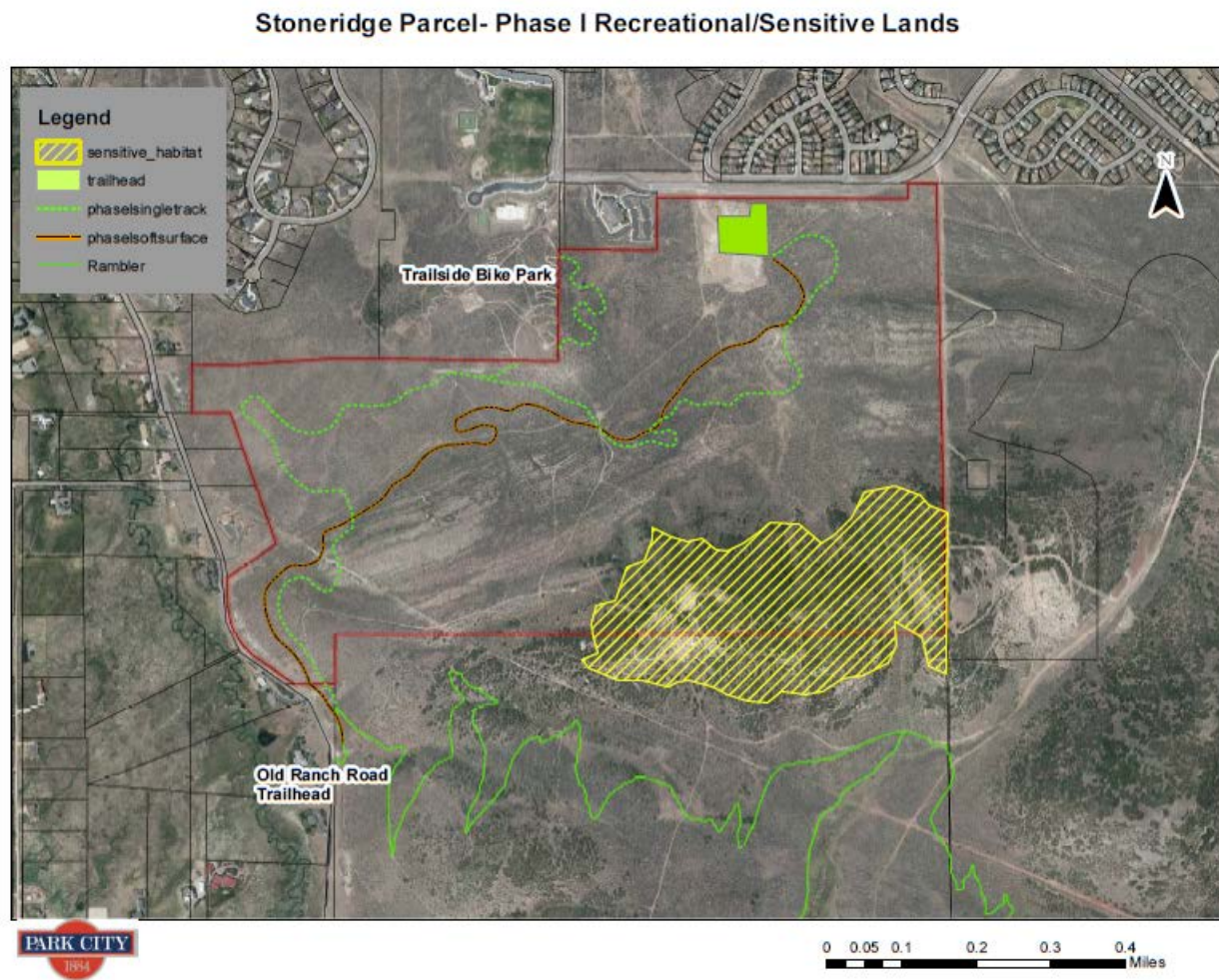
Council should review the draft goals conceptual recreational phasing plan, which includes a sensitive lands overlay and restoration areas and provide comment.

Exhibit A- Parcel Map

Stoneridge Open Space parcel



Exhibit B- Phase I recreational plan/sensitive land overlay





City Council Staff Report

PLANNING DEPARTMENT

Subject: Thaynes Creek Ranch Estates Subdivision- Phase 1
Date: October 3, 2013
Author: Kirsten Whetstone, MS, AICP
Project Number: PL-13-01945
Type of Item: Subdivision plat

Summary Recommendations

Staff recommends the City Council conduct a public hearing, consider any input, and consider approving the Thaynes Creek Ranch Estates Phase One subdivision plat based on the findings of fact, conclusions of law, and conditions of approval as stated in the attached ordinance.

Description

Project Name: Thaynes Creek Ranch Estates Subdivision - Phase 1
Applicant: Franklin D. Richards Jr. Family Trust, owner
Representative: Alliance Engineering
Location: 510 Payday Drive
Zoning: Single Family (SF)
Neighboring Land Uses: Single family residential subdivisions of Thaynes Canyon, Thaynes Creek Ranch, Iron Canyon, Aspen Springs; dedicated City open space west of SR 224; and Rotary Park

Proposal

This is a request for approval of a final subdivision plat application for the first phase of the Thaynes Creek Ranch Estates Subdivision. This phase consists of four (4) single family lots on approximately 4 acres. The lots and private street layout are consistent with the preliminary plat approved with the Richards/PCMC Annexation. Lots 1, 3, and 4 have frontage on Payday Drive. Lots 1, 2 and 3 also have frontage on Country Lane, a private road within the subdivision. The applicant proposes to access Lots 1, 2, and 3 from the private road and Lot 4 from Payday Drive (see Exhibit A- proposed subdivision plat).

Background

On February 7, 2012, the property owner filed an annexation petition with the City Recorder for annexation of two parcels currently within the jurisdiction of Summit County and completely surrounded by properties within the Park City municipal boundaries (see Exhibit B- vicinity map). The Richards/PCMC Annexation consisted of the 13.75 acre Richard's parcel zoned Single Family (SF) and the 19.74 PCMC parcel zoned Recreation Open Space (ROS). The Annexation was approved by City Council on January 31, 2013 and was certified by the State for recordation at Summit County on March 22, 2013. Conditions of

the Annexation Agreement (Exhibit C) continue to apply to this subdivision plat application. A seven lot preliminary subdivision plat was approved with the Annexation (Exhibit D). On June 17, 2013, an application for a final subdivision plat for the first four lots was submitted to the Planning Department. The applicant provided a final plat for phase one identifying lot sizes, building footprint, limits of disturbance areas, and maximum irrigated areas.

On September 11, 2013, the Planning Commission conducted a public hearing and voted unanimously to forward a positive recommendation on the proposed subdivision plat (Exhibit H). There was no public input provided at the meeting. The Commission made some recommended changes to the conditions of approval, regarding allowing flexibility for the location of building pads and barns. The Commission also requested that all of the conditions that require a plat note be grouped together. The Commission's changes are reflected in the attached Ordinance.

Purpose

The purpose of the Single Family SF District is to:

- (A) Maintain existing predominately Single Family detached residential neighborhoods,
- (B) Allow for Single Family Development Compatible with existing Developments,
- (C) Maintain the character of mountain resort neighborhoods with Compatible residential design; and
- (D) Require Streetscape design that minimizes impacts on existing residents and reduces architectural impacts of the automobile.

Description

The owner of the Richards Parcel, The Franklin D. Richards Jr. Family Trust, represented by Mr. Frank Richards, is seeking a four lot single family subdivision on 4 acres as Phase One of an eight (8) lot single family equestrian residential project on a total of 13.75 acres. The existing house and guest house are proposed to be located on future Lot 5 with two additional future single family lots and one HOA owned lot for a riding arena, proposed on the remaining property. The total density for the entire project is seven (7) residential lots on 13.75 acres. The HOA lot has no density assigned or allowed.

Analysis

Land Use and Density

The current application consists of four (4) single family lots on approximately four (4) acres, a driveway for a private street proposed as Country Lane, and various easements for utilities, water conveyance, snow storage, access, easement access for an adjacent property owner, and plat notes addressing

conditions of approval consistent with the Richards/PCMC Annexation. Lots range in area from 0.51 acres to 1.33 acres. No commercial density is proposed or allowed per the zoning. Nightly rentals are not an allowed use within the Single Family (SF) zoning district.

Single Family (SF) zoning allows up to three (3) units per acre. The proposed density of this phase is one (1) unit per acre. Lots 5-8 are proposed for a future Phase Two subdivision plat. Lot 8 is proposed as a future commonly owned lot for an indoor equestrian arena. No density is assigned to Lot 8. Overall density for the two phases is 0.51 units per acre (7 lots on 13.75 acres). Overall density is consistent with the overall density in the surrounding neighborhoods of Thaynes Canyon, Iron Mountain, and Aspen Springs.

Staff recommends a condition of approval and plat notes stating that no further subdivision of the lots is permitted, only one single family dwelling, including a garage, and a detached barn may be constructed on each of Lots 1- 7, and no human occupation of the barns is allowed. Accessory apartments are permitted in the SF zone, subject to requirements of LMC Chapter 15-4, however accessory apartments are not permitted within the barns. Provision of an affordable housing unit within an existing house may be allowed, subject to approval by the Park City Housing Authority to satisfy the required 0.9 AUE (810 sf).

Consistent with the Annexation Agreement, Lots 3 and 4 may be combined into one lot that would allow one single family house and a total of two (2) horses. If combined one barn may also be constructed. The remaining lots are sufficient in area to allow horses, as permitted by the SF zoning district at a rate of 1 acre per 2 horses. Lots 1 and 2 could each have up to 2 horses. An animal management plan is required to be submitted with an administrative Conditional Use Permit application prior to commencing the use of raising and grazing of horses. Barns must be separated from houses by a minimum of seventy-five feet (75') per the LMC.

Character and Development of adjacent property

Surrounding land uses include dedicated open space; Highway 224; single family subdivisions of Thaynes Creek Ranch and Thaynes Canyon, Iron Canyon, and Aspen Springs; and Rotary Park. The character of development on adjacent properties is generally single family homes on lots ranging from 0.3 acres to 5 acres, with both smaller and larger lots within the established neighborhoods. Staff provided an analysis of the Lot and house/footprint size comparison in the surrounding area at the time of the Annexation (see Exhibit E).

Maximum building footprint

The plat identifies maximum building footprints for the proposed Lots, consistent with the preliminary plat. Maximum footprint proposed for Lots 3 and 4 is 3,900 square feet and 4,150 square feet for Lots 1 and 2. Consistent with lots in the immediate neighborhood on the north side of Payday Drive, the CCRs and the

plat include language restricting the living area of the upper floor to 60% of the living area of the main floor. The garage area is included within the proposed building footprint. Building height is not restricted in the adjacent subdivision and Staff believes the zone height of 28' plus 5' for a pitched roof (minimum pitch of 4:12) is consistent with the neighborhood for the four lots in this first phase. There is a plat note restricting the floor area of the second floor to a maximum of 60% of the floor area of the main floor. The plat identifies a separate maximum building footprint of 1,300 square feet for barns located on Lots 1 and 2.

Maximum Limits of Disturbance and Irrigated Area

The proposed plat identifies maximum disturbance areas for finished irrigated landscaping (excluding pasture areas that may be irrigated with private irrigation shares) and total disturbance area (LOD) for building and barn footprints, paved driveways, patios and other hardscape, and irrigated finished landscaping.

Maximum irrigated area for Lots 1 and 2 is proposed at 16,000 square feet (lots are approximately 58,000 sf in area). Maximum irrigated area for Lots 3 and 4 is proposed at 10,000 sf (lots are approximately 22,200 sf in area). Lots 3 and 4 are located on the north side of Payday Drive and relate to lots along the street which were allowed to landscape the entire lot exclusive of driveway and building pad.) All landscaped areas must comply with the City's Landscape Ordinance (LMC Section 5-5-M). Staff recommends that finished landscaping and patio areas generally be located within twenty-five feet of the house foundation and, if desired, within ten feet of the barn foundation.

Pasture areas are only permitted to be irrigated using the private water shares purchased with each lot. Finished landscaping may be irrigated using private water shares, however the full water impact fees for the total finished landscaped area is required to be paid at the time of the building permit, per requirements of the Water Agreement. Staff also recommends that trees, such as cottonwoods, aspens, willows, and fruit trees be permitted within the pasture areas, subject to irrigation using private water shares.

Lots 1 and 2 include a platted no-build area that consists of the easterly eighty (80') feet of each lot. Barns and houses must be located west of the no build area. Maximum LOD area (including building and barn footprints, paved driveways, patios and hardscape, and all finished irrigated landscaping) for Lots 1 and 2 is restricted to 45% of the Lot Area and for Lots 3 and 4 this maximum LOD area is restricted to 75% of the Lot Area.

Access

Access to the Richards property is from Payday Drive at the existing driveway to the Richards farm at 510 Payday Drive. Proposed Lots 1, 3, and 4 have frontage onto Payday Drive. Lots 1, 2, and 3 have frontage on Country Lane and are proposed to have access only onto Country Lane. Access to Lot 4 is proposed from Payday Drive, the only Lot that will access directly onto Payday Drive. Each lot is allowed a maximum driveway width of fifteen feet, measured at the property

line with Payday Drive or Country Lane. Each driveway may widen as it approaches the garage. Overall driveway lengths shall be minimized to the greatest extent possible in order to locate building pads for Lots 1 and 2 as far west as possible. Driveway lengths for Lots 3 and 4 shall be consistent with driveway lengths of lots in the surrounding neighborhood.

Roads and Utilities

Country Lane is proposed in the location of the current driveway to the Richards property. The subdivision plat identifies a thirty-two (32') foot wide public and private utility easement and private road right-of-way (ROW) for Country Lane. The existing recorded ROW easement, providing access to Payday Drive for an adjacent property to the northwest of the existing Richards house, is identified on the proposed plat. Because the easement falls short of connecting to Payday Drive, the proposed plat shall identify an access easement to join up with the Payday Drive public ROW or a separate extension of the existing easement shall be recorded at Summit County and the recording information memorialized on the plat prior to recordation.

A 20' sanitary sewer access easement is identified within the ROW area for Country Lane and connecting to Payday Drive ROW. Additional public and private utility and water conveyance easements are identified on the plat along property lines.

No new City (public) roads will be constructed, expanded or maintained and the developer will pay for required utility services, including power, sewer and water. Prior to issuance of permits, the required impact fees, such as the water, sewer hook-up, and parkland fees, will be collected according to the fee schedule in effect at the time of building permit application. Country Lane will be privately owned and maintained and is proposed to be constructed with a fire district approved turn-around and all required fire hydrants.

The property is subject to an Annexation Agreement that addresses the provision of private water rights for irrigation of the pasture areas on individual lots as well as requirements for water impact fees for development of each lot, as provided in the Water Agreement. The final Water Agreement shall be recorded at Summit County prior to recordation of the final subdivision plat, per conditions of approval of the Annexation.

A final utility plan will be submitted by the applicant for approval by the City Engineer, as a condition precedent to recordation of the final subdivision plat (Exhibit F). Sewer service is provided by Snyderville Basin Water Reclamation District (SBWRD) who shall approve the sewer utility plan and plat prior to recordation. A line extension agreement with SBWRD to extend sewer to the Property is the applicant's responsibility and shall occur prior to recordation of the final subdivision plat.

Appropriate guarantees for all public improvements associated with development

on this property, including sidewalks and landscaping within the public ROW are required prior to issuance of any building permits. Fire hydrant locations will need to be addressed to the satisfaction of the City Engineer and Fire Marshall.

Pedestrian Circulation

Public pedestrian access is provided by extending the existing Payday Drive sidewalk on the north side of the street, within the existing ROW, to Iron Canyon Drive. Ten foot public snow storage easements along Payday Drive are provided to ensure the City has area for snow storage in the event Payday Drive is widened in the future. Public trails are located to the east, along SR 224 and to the west, within designated bike lanes along public streets as well as within trail easements through Iron Canyon subdivision connecting to the greater Park City trail system. Public access through the subdivision is complicated by existing wetlands and the equestrian uses that require for fencing and gates. An access easement is platted along the north property line of Lot 2 to provide internal access to pasture area for subdivision lot owners, to be used subject to a separate lease agreement with the City.

Affordable Housing

Consistent with the Annexation Agreement, affordable housing will be provided, as set forth in the Park City Affordable Housing resolution in effect at the time of the application. Based on six new dwelling units within the entire subdivision, the affordable housing requirement is 0.9 AUE to be located on the Richards Parcel, unless in-lieu affordable housing fees are approved by the Park City Housing Authority. Any housing provided on the property, such as the manager/caretaker apartment, intended to satisfy the City's affordable housing requirements, shall be a deed restricted affordable housing unit meeting all requirements of the Park City Affordable Housing Resolution 20-07. Per conditions of the Annexation, the affordable housing obligation shall be satisfied prior to issuance of the first certificate of occupancy within the subdivision.

Environmental

Significant wetlands on the property have been mapped and will be protected from development consistent with the Annexation Agreement. The easterly eighty (80') of Lots 1 and 2, the area adjacent to the City's open space parcel, is designated on the plat as a "no building zone". There are no steep or very steep slopes as the property is relatively flat with an overall slope of less than 15%. Proposed development is outside of the Entry Corridor Protection Overlay area and the property is not within the Park City Soils Ordinance boundary.

Wetland areas have been officially delineated (mapping was reviewed during the annexation) and required setbacks from these areas for any development are identified on the plat. No wetlands are located on Lots 1-4. Irrigation ditches flow through the property and easements are provided on the plat to ensure that downstream users have access to their water rights. All use and conveyance of irrigation water is subject to the approved Water Agreement, to be signed and executed prior to recordation of the final plat.

Historic and cultural resources

There are no known historic or cultural resources identified on the property according to information on record at the State, County, and City historic resources. The annexation agreement contains a condition that prior to recordation of a final subdivision plat, a historic reconnaissance survey be conducted by the applicant in conformance with the City's Historic Preservation Chapter 11 of the Land Management Code and a certification letter regarding any historic and/or cultural resources shall be submitted to the City. Any discovered historical structures shall be added to the City's Historic Sites Inventory, and designated as either "Significant" or "Landmark" according to the criteria as listed in LMC Chapter 11. The applicant conducted a cultural resources survey at the time of obtaining an army corps permit for utility installation. Staff recommends that this condition of approval remain and that a historic reconnaissance survey of the existing structures be submitted with the final plat prior to recordation.

Fencing

The proposed fencing plan is consistent with the preliminary plat and Annexation Agreement (Exhibit G). White fencing consistent with the existing perimeter fence will be installed to delineate to property lines for each of the lots, as well as within Lots 1 and 2 to create secure areas for horses, if desired.

Annexation Agreement

The Annexation Agreement states that the maximum density of the Richard's Parcel (final subdivision) is seven (7) lots. Lots may not be subdivided to increase the density of the subdivision. Each lot may be developed with only one dwelling unit and one barn, with the exception of Lots 3 and 4. These lots are allowed one dwelling unit each, unless combined into one lot in which case the combined lot is allowed one dwelling unit and one barn.

Plat notes restrict barns to agricultural uses only and state that barns are not for the use of living area for human occupation. The Annexation Agreement notes that a fencing plan will be provided with the final plat and that maximum building footprint for houses and barns, and limits of disturbances areas for driveways, patios, and landscaping will be identified with the final subdivision plat.

The final plat, as conditioned, is consistent with the Annexation Agreement and approved preliminary plat regarding maximum building footprint and driveway/patio areas; maximum irrigated areas; locations of barns and no-build areas; fencing; lot sizes; and general layout.

The required maintenance and condition of all pasture areas (irrigation, weeding, fertilizing, etc.) and the design of the barns shall be described in the CCRs with enforcement by the HOA. Barns are required to be separated from homes by a minimum of 75 feet. A note shall be included on the final plat indicating that

barns shall be designed to be architecturally compatible with the house on the same lot, including architectural design, materials, colors, and character.

The affordable housing obligation for the annexation (0.9 AUE) shall be satisfied prior to issuance of the first certificate of occupancy for new construction, to be determined by the Park City Housing Authority.

Zoning

Zoning for the property is Single Family (SF) and the property is subject to the Richards/PCMC Annexation Agreement and Land Management Code (LMC). The following is an analysis of the proposed plat per requirements of the Annexation Agreement and LMC:

	Permitted SF zone	Proposed
Height	Zone height is 28' plus 5' for a pitched roof.	Maximum building height of 28' plus 5' for a pitched roof (Lots 1-4).
Front setback	20' (25' to front facing garage)	Minimum of 20' (25' for front facing garages)
Rear setback	15'	Minimum of 15' (or 80' if subject to a "no-building zone").
Side setbacks	12'	Minimum of 12'
Density	Three (3) dwelling units per acre.	Four dwelling units on four acres (One dwelling unit per acre).
Maximum footprint	No maximum stated in zone.	Lots 1 and 2: 4,150 sf Lots 3 and 4: 3,900 sf Barns on Lots 1 and 2: 1,300 sf
Parking	Minimum of 2 parking spaces per dwelling unit.	2 parking spaces per dwelling unit.

Department Review

The application has been reviewed by the Development Review Committee. No additional issues were raised beyond those addressed by revisions to the plat and as recommended as conditions of approval.

Alternatives

- The City Council may approve the Thaynes Creek Ranch Estates phase 1 subdivision plat as conditioned or amended, or
- The City Council may deny the subdivision plat and direct staff to make findings for this decision, or

- The City Council may continue discussion and action on the subdivision plat to a future date and request staff and/or the applicant to provide additional information as needed to make a decision.
- The option of not taking action is not applicable to this type of application.

Notice

The property was posted and notice was mailed to property owners within 300 feet. Legal notice was published in the Park Record.

Public Input

Staff has received phone calls requesting additional information and has provided copies of the preliminary and final plat to interested residents of the surrounding neighborhood. Staff had not received written comments at the time of this report.

Good Cause

There is good cause for this subdivision plat in that it creates legal lots of record from metes and bounds described parcels; memorializes and expands utility easements and provides for new utility easements for orderly provision of utilities; provides access easements for adjacent property; provides no build setbacks for protection of the City's Open Space, and is consistent with the approved the Richards/PCMC Annexation Agreement and preliminary subdivision plat.

Future Process

Action by the City Council on this subdivision would constitute Final Action that may be appealed following the procedures found in LMC 15-1-18.

Summary Recommendations

Staff recommends the City Council conduct a public hearing, consider any input, and consider approving the Thaynes Creek Ranch Estates Phase One subdivision plat based on the findings of fact, conclusions of law, and conditions of approval as stated in the attached ordinance.

Exhibits

Ordinance

Exhibit A- Proposed Subdivision plat

Exhibit B- Vicinity Map

Exhibit C- Annexation Agreement

Exhibit D- Preliminary Subdivision plat

Exhibit E- Surrounding lot comparison

Exhibit F- Utility plan

Exhibit G- Fencing plan

Exhibit H- Planning Commission meeting minutes

Ordinance 13-

AN ORDINANCE APPROVING THE THAYNES CREEK RANCH ESTATES SUBDIVISION- PHASE 1 LOCATED AT 510 PAYDAY DRIVE IN THE SOUTH HALF OF SECTION 5 AND NORTH HALF OF SECTION 8, TOWNSHIP 2 SOUTH, RANGE 4 EAST, SALT LAKE BASE AND MERIDIAN, PARK CITY, UTAH.

WHEREAS, the owners of the property known as the Richard's Parcel of the Richards/PCMC Annexation located at 510 Payday Drive, have petitioned the City Council for approval of the Thaynes Creek Ranch Estates Subdivision-Phase 1 plat for four (4) single family lots; and

WHEREAS, the preliminary subdivision plat approved by City Council on January 31, 2013 at the time of approval of the Richards/PCMC Annexation, sets forth a maximum of seven single family development lots and one common lot for an existing indoor riding arena for the entire Richards Parcel. The preliminary plat for the entire Parcel indicates a maximum allowable density of seven units, and provides guidelines for lot sizes, building pad areas for houses and barns, house sizes, building massing and height restrictions, limits of disturbance areas, phasing, access, and other site planning requirements that have a goal of enhancing rather than detracting from the aesthetic quality of the entry corridor and ensuring that the final plat will result in a development that is compatible with the surrounding neighborhood; and

WHEREAS, an Annexation Agreement, between the City and Franklin D. Richards, Jr., Family Trust, pursuant to the Land Management Code, Section 15-8-5 (C), setting forth further terms and conditions of the Annexation and final subdivision plat, was approved by the Council on January 31, 2013.

WHEREAS, the property was properly noticed and posted according to the requirements of the Land Management Code; and

WHEREAS, proper legal notice was sent to all affected property owners according to the Land Management Code of Park City; and

WHEREAS, the Planning Commission held a public hearing on September 11, 2013, to receive input on the subdivision; and

WHEREAS, the Planning Commission, forwarded a recommendation to the City Council; and

WHEREAS, on October 3, 2013, the City Council held a public hearing on the Thaynes Creek Ranch Estates Subdivision- Phase 1 plat; and

WHEREAS, it is in the best interest of Park City, Utah to approve the Thaynes Creek Ranch Estates Subdivision- Phase 1 plat.

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

SECTION 1. APPROVAL. The above recitals are hereby incorporated as findings of fact. The Thaynes Creek Ranch Estates Subdivision- Phase 1, as shown in Exhibit A, is approved subject to the following Findings of Facts, Conclusions of Law, and Conditions of Approval:

Findings of Fact

1. The property is located at 510 Payday, located north of Payday Drive (north of the Thaynes Creek Ranch Subdivision), south of Aspen Springs Subdivision, east of Iron Canyon Subdivision, and west of Highway 224.
2. The property was annexed into Park City with the Richards/PCMC Annexation approved by the City Council on January 31, 2013 and recorded at Summit County on April 12, 2013.
3. The property is zoned Single Family (SF).
4. Access to the property is from Payday Drive at the existing driveway to the Richard's property.
5. On January 31, 2013, concurrent with the Annexation, the City Council reviewed and approved a preliminary subdivision plat for a total of seven single family lots and one common lot for the riding arena. The proposed phase one plat is consistent with the preliminary subdivision plat and consists of four (4) lots.
6. The property is not within the Entry Corridor Protection Overlay zone (ECPO) and no portion of the plat is within the Park City Soils Ordinance boundary.
7. No non-conforming conditions are created by the subdivision.
8. The subdivision complies with the Land Management Code regarding final subdivision plats, including SF zoning requirements, general subdivision requirements, and lot and street design standards and requirements.
9. General subdivision requirements related to 1) drainage and storm water; 2) water facilities; 3) sidewalks and trails; 4) utilities such as gas, electric, power, telephone, cable, etc.; and 5) preservation of natural amenities and features, have been addressed through the Annexation and subdivision plat review process as required by the Land Management Code.
10. Sanitary sewer facilities are required to be installed in a manner prescribed by the Snyderville Basin Water Reclamation District (SBWRD).
11. The property is subject to the Employee/Affordable Housing requirements of the Affordable Housing Guidelines and Standards Resolution 20-07. One Affordable Unit Equivalent equals 900 square feet. The affordable housing obligation determined at the time of the annexation is 15% of 6 new units or 0.9 AUE (810 sf). Affordable housing shall be provided on-site according to requirements of the Housing Resolution 20-07, unless payment of fees in lieu is approved by the Park City Housing Authority. Additional requirements regarding affordable housing are stated in the Annexation Agreement. Fees in lieu of providing affordable dwelling units are subject to the dollar amounts established by the Housing Authority and in effect at the time of submittal of building permits or as required by the Housing Authority. The affordable housing obligation shall

be satisfied prior to issuance of the first certificate of occupancy for new construction within the subdivision.

12. Land uses proposed in the first phase subdivision include a total of four (4) single family lots. Only one single family home and one barn are permitted to be constructed on each of Lots 1 and 2. Only one single family home is permitted to be constructed on each of Lots 3 and 4.
13. Per the Land Management Code, a maximum of 2 horses per acre of lot area are permitted on lots containing one acre or more, subject to an administrative conditional use permit and an animal management plan.
14. The PCMC Parcel that is adjoining Lots 1 and 2 allows only those uses permitted by the Deed of Conservation Easement.
15. Lots 3 and 4 may be combined into one lot of record, allowing a maximum of 2 horses on the combined lot, subject to the LMC Section 15-2.11-6 Maximum House Size and Setbacks on Combined Lots and any conditions of approval of a plat amendment to combine the lots prior to issuance of a building permit.
16. The subdivision plat is consistent with the purpose statements of the SF zone. The SF zone does not allow nightly rental uses and restricting this use is consistent with the character of the surrounding neighborhood.
17. Areas of wetlands and irrigation ditches, and any required setbacks from these areas for the private road were identified during the annexation.
18. The proposed subdivision is outside the City's Soils Ordinance District.
19. Wetlands are protected by language in the LMC and Annexation Agreement requiring building pad locations, setbacks, and requirements for protection of sensitive lands during construction. There are no delineated wetlands on Lots 1-4.
20. There is good cause for this subdivision plat in that it creates legal lots of record from metes and bounds described parcels; memorializes and expands utility easements and provides for new utility easements for orderly provision of utilities; provides access easements for adjacent property; provides a no build area (80' setback) for protection of the City's Open Space, and is consistent with the approved the Richards/PCMC Annexation Agreement and preliminary subdivision plat.
21. The findings in the Analysis section are incorporated herein.

Conclusions of Law

1. The subdivision complies with LMC 15-7.3 as conditioned.
2. The subdivision is consistent with the Park City Land Management Code and applicable State law regarding subdivision plats.
3. The subdivision is consistent with the Richards/PCMC Annexation Agreement approved by the City Council on January 31, 2013.
4. The subdivision is consistent with the Richards/PCMC preliminary plat approved by the City Council on January 31, 2013.
5. Neither the public nor any person will be materially injured as a result of approval of the proposed subdivision plat.
6. Approval of the proposed subdivision plat, subject to the conditions stated herein, will not adversely affect the health, safety and welfare of the citizens of Park City.

Conditions of Approval

1. City Attorney and City Engineer review and approval of the final form and content of the subdivision plat for compliance with State law, the Land Management Code, and the conditions of approval, is a condition precedent to recordation of the plat.
2. The applicant will record the subdivision plat at Summit County on or prior to the date that is one year from the final City Council approval. If recordation has not occurred within this extended timeframe, the plat amendment approval will be void, unless a complete application requesting a further extension is made in writing prior to the expiration date and an extension is granted by the City Council.
3. Conditions of approval of the Richards/PCMC Annexation, as stated in the Annexation Agreement, continue to apply.
4. Final approval of the sewer facilities/utility plan by the Snyderville Basin Water Reclamation District is required prior to final plat recordation.
5. A landscape and irrigation plan shall be submitted for City review and approval for each lot, prior to building permit issuance. All applicable requirements of the LMC regarding top soil preservation, final grading, and landscaping shall be completed prior to issuance of a certificate of occupancy.
6. An industry standard Third Party inspector shall be mutually agreed upon by the Chief Building Official and the applicant prior to issuance of a building permit to provide third party inspection for compliance with LEED for Homes Silver rating, per the Annexation Agreement.
7. A construction mitigation plan (CMP) shall be submitted and approved by the City for compliance with the Municipal Code, LMC, and conditions of the Annexation Agreement prior to building permit issuance.
8. A financial guarantee, in a form and amount acceptable to the City and in conformance with the conditions of approvals, amounting to 125% of the value of all required public improvements shall be provided to the City prior to building permit issuance for new construction within each phase. All public improvements shall be completed according to City standards prior to release of this guarantee. The twenty-five percent shall be held by the City through the warranty period and until such improvements are accepted by the City.
9. All standard project conditions shall apply.
10. Recordation of a final subdivision plat is a requirement prior to issuance of building permits.
11. All exterior lighting shall be reviewed with each building permit application for compliance with best lighting practices as recommended by the Dark Skies organization.
12. Fencing shall be consistent through-out the subdivision. A fencing plan shall be submitted with each building permit application to allow Staff to review all fencing for consistency through-out the subdivision and to review impacts of fencing on wildlife movement through the site. The fencing plan shall include location of fences and materials, dimensions, and installation methods.
13. Construction of a five foot wide public side walk along Payday Drive connecting the existing sidewalk on the north side of the street with a

pedestrian crossing at Iron Mountain Drive is required to provide connectivity to Rotary Park. The sidewalk and all required public improvements, including landscaping of the public right-of-way along Payday Drive, shall be completed prior to issuance of a certificate of occupancy for any new house on these lots.

14. A grading plan and landscape plan shall be submitted with each building permit application and this requirement shall be noted on the final subdivision plat. Excavated materials shall remain on site to the greatest extent possible and shall be addressed with the grading plan.
15. The affordable housing obligation shall be provided on the property, unless otherwise approved by the Park City Housing Authority with payment of fees in-lieu. If the affordable housing unit is provided within the subdivision, the unit will not count against the maximum allowed density. The affordable housing obligation shall be satisfied prior to issuance of the first certificate of occupancy for new construction. Provision of an affordable housing unit within an existing house may be allowed, subject to approval by the Park City Housing Authority to satisfy the required 0.9 AUE (810 sf).
16. The existing recorded easement, providing access to Payday Drive for an adjacent property to the northwest of the existing Richards house, is identified on the proposed plat. Because the easement falls short of connecting to Payday Drive, the proposed plat shall identify an access easement to join up with the Payday Drive public ROW, or a separate extension of the existing easement shall be recorded at Summit County and the recording information shall be memorialized on the plat prior to recordation.
17. Prior to recordation of a final subdivision plat a historic reconnaissance survey shall be conducted by the applicant in conformance with the City's Historic Preservation Chapter 11 of the Land Management Code and a certification letter regarding any historic resources shall be submitted to the City. Any discovered historical or cultural resources will be added to the City's Historic Sites Inventory and designated as either "Significant" or "Landmark" according to the criteria as listed in LMC Chapter 11.
18. A note shall be included on the final subdivision plat stating that the maximum density of the first phase subdivision is four (4) single family dwelling units and that no lot shall be further subdivided to increase the overall density of the subdivision.
19. A note shall be included on the final subdivision plat requiring each new house in the development to meet LEED for Homes Silver Rating certification (at a minimum) with required water conservation requirements as further described in the Annexation Agreement.
20. A note shall be included on the final subdivision stating the following: The application is subject to the City's Affordable Housing Resolution 20-07 and as further described in the Annexation Agreement.
21. A note shall be included on the final subdivision plat stating that the Planning Director may grant an administrative Conditional Use permit for the raising and grazing of horses on these lots, including a barn located within an identified building pad on the final subdivision plat, provided the application complies with the LMC requirements for raising and grazing of horses and providing an Animal Management Plan is submitted and approved.

22. A note shall be included on the final subdivision plat indicated that barns may not be used for human occupation.
23. A note shall be included on the final subdivision plat stating that all conditions and restrictions of the Annexation Agreement shall continue to apply to the Final Subdivision plat and shall be noted on the plat prior to recordation.
24. A note shall be included on the final subdivision plat stating that ownership of water rights shall not affect the application of the Impact Fee Ordinance to the Property at the time of development of the lots as further described in the Annexation Agreement.
25. A note shall be included on the final subdivision plat prior to recordation indicating that a lot line adjustment application will be allowed to combine Lots 3 and 4 into one lot of record if desired by the lot owner(s). The lot combination will be subject to the LMC Section 15-2.11-6 Maximum House Size and Setbacks on Combined Lots.
26. A note shall be included on the final subdivision plat indicating that modified 13-D residential fire sprinklers are required for all new construction as required by the Chief Building Official.
27. A note shall be included on the final subdivision plat indicating that Lots 1 and 2 are restricted to a maximum building footprint of 4,150 sf, for the house and garage. Lots 3 and 4 are restricted to a maximum building footprint of 3,900 sf, for the house and garage. Barn footprints are restricted to a maximum of 1,300 sf.
28. A note shall be included on the final subdivision plat stating that maximum irrigated area for finished landscape (excluding pasture areas irrigated with private irrigation shares) is 16,000 sf for Lots 1 and 2 and 10,000 sf for Lots 3 and 4. All landscaping shall comply with LMC Section 15-5-5 (M). Trees, such as cottonwoods, willows, aspens, and fruit trees may be planted in the pasture areas provided they are irrigated only with private irrigation shares.
29. A note shall be included on the final subdivision plat stating that maximum LOD area (including house and barn footprints, paved driveways, patios and other hardscape, and irrigated landscaping) for Lots 1 and 2 is restricted to a maximum of 45% of the Lot Area and for Lots 3 and 4 this LOD area is restricted to a maximum of 75% of the Lot Area. Area necessary for utility installation is excluded from the maximum LOD area calculation and if within the pasture areas shall be re-vegetated with like pasture vegetation.
30. A note shall be included on the final subdivision plat stating that due to Fire Flow requirements the maximum interior floor area for barns on Lots 1 and 2 is limited to 1,200 square feet.
31. A note shall be included on the final subdivision plat stating that Building footprint locations for the houses and barns on Lots 1 and 2 are flexible, however the location shall minimize visibility of the houses and barns from SR 224 entry corridor. Houses shall maintain, at a minimum, the required setbacks from all barns. A photographic visual analysis of the proposed houses, as viewed from a minimum of three locations along the SR 224 entry corridor between the Olympic Loop art work and Payday Drive, shall be submitted with the building permit application.
32. A note shall be included on the final subdivision plat stating that each lot is allowed a maximum driveway width of fifteen feet, measured at the property

line with Payday Drive or Country Lane. Each driveway may widen as it approaches the garage. Overall driveway lengths shall be minimized to the greatest extent possible in order to locate building pads for Lots 1 and 2 as far to the west as possible. Driveway lengths for Lots 3 and 4 shall be consistent with driveway lengths of lots in the surrounding neighborhood.

SECTION 2. EFFECTIVE DATE. This Ordinance shall take effect upon publication.

PASSED AND ADOPTED this ____ day of _____, 2013.

PARK CITY MUNICIPAL
CORPORATION

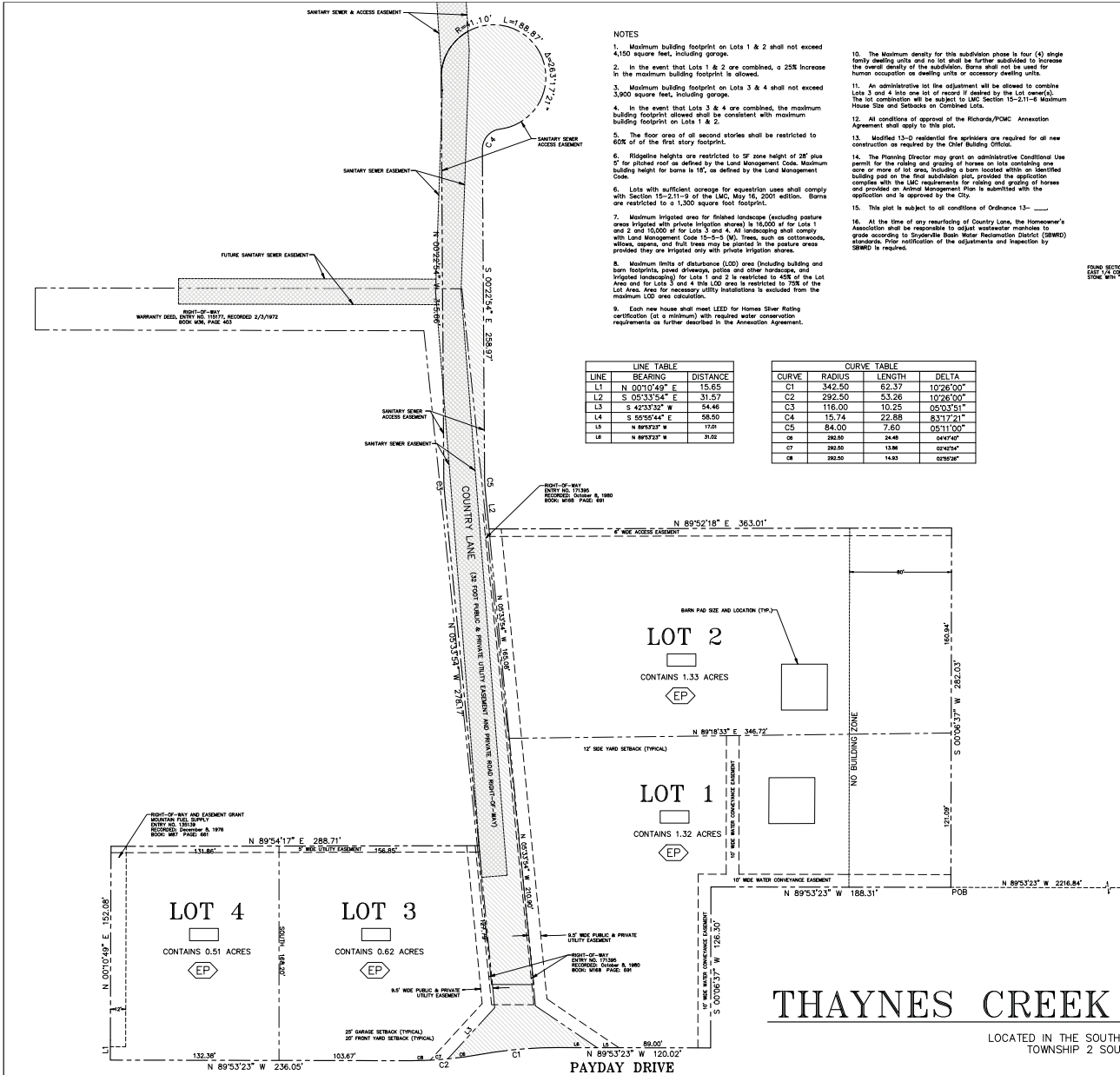
Dana Williams, MAYOR

ATTEST:

City Recorder

APPROVED AS TO FORM:

Mark Harrington, City Attorney



SURVEYOR'S CERTIFICATE

I, John Demkowicz, certify that I am a Registered Land Surveyor and that I hold Certificate No. 154491, as prescribed by the laws of the State of Utah, and that by authority of the owner, I have prepared this Record of Survey map of THAYNES CREEK RANCH SUBDIVISION-PHASE 1 and that the same has been or will be monumented on the ground as shown on this plot. I further certify that the information on this plot is accurate.

BOUNDARY DESCRIPTION

Beginning at a point that is North 00°24'31" East 76.80 feet along section line and North 89°53'23" West 2216.84 feet from the southeast corner of Section 5, Township 2 South, Range 4 East, Salt Lake Base and Meridian, add point being located on the north boundary of Thaynes Creek Ranch 1B Subdivision, recorded May 24, 1994, as Entry No. 400547 in the Office of the Recorder, Summit County, Utah; and running thence along said subdivision boundary the following two (2) courses: 1) North 89°53'23" West 188.31 feet; thence 2) South 00°06'37" West 126.30 feet to a point on the northerly right-of-way of Payday Drive as shown on Thaynes Canyon Subdivision plot, recorded July 28, 1971, as Entry No. 113625 in the Office of the Recorder, Summit County, Utah; thence along said right-of-way the following four (4) courses: 1) North 89°53'23" West 120.02 feet to a point on a curve to the left having a radius of 342.50 feet, of which the radius point bears South 00°06'37" West; thence 2) along the arc of said curve 62.37 feet through a central angle of 10°26'00" to a point of reverse curve to the right having a radius of 292.50 feet, of which the radius point bears North 10°19'23" West; thence 3) westerly along the arc of said curve 53.26 feet through a central angle of 10°26'00"; thence 4) North 89°53'23" West 236.05 feet; thence North 00°10'49" East 15.65 feet to the southeast corner of Iron Canyon subdivision, recorded October 28, 1953, as Entry No. 212520 in the Office of the Recorder, Summit County, Utah; thence along the easterly boundary of Iron Canyon subdivision North 00°10'49" East 152.08 feet; thence North 89°54'17" East 286.71 feet; thence North 05°33'54" West 278.17 feet to a point on a curve to the right having a radius of 116.00 feet, of which the radius point bears North 84°26'06" East; thence along the arc of said curve 10.25 feet through a central angle of 05°03'51"; thence North 00°22'54" West 315.66 feet to a point on a curve to the right having a radius of 41.10 feet, of which the radius point bears North 89°57'06" East; thence along the arc of said curve 188.87 feet through a central angle of 26°17'21" to a point of reverse curve to the left having a radius of 15.74 feet, of which the radius point bears South 07°05'33" East; thence southwesterly along the arc of said curve 22.88 feet through a central angle of 83°17'21"; thence South 00°22'54" East 258.97 feet to a point on a curve to the left having a radius of 84.00 feet, of which the radius point bears North 89°37'06" East; thence along the arc of said curve 7.60 feet through a central angle of 05°11'00"; thence South 05°33'54" East 31.57 feet; thence North 89°52'18" East 363.01 feet to the westerly boundary of Parcel SS-104-1-B-1-X; thence said westerly boundary South 00°06'37" West 282.03 feet to the point of beginning.

The above description is based on a clockwise rotation of 00°06'37" from record bearings to state plane bearings.

OWNER'S DEDICATION AND CONSENT TO RECORD

KNOW ALL MEN BY THESE PRESENTS that the undersigned owners of the herein described tract of land, to be known hereafter as THAYNES CREEK RANCH SUBDIVISION-PHASE 1, do hereby certify that he has caused this Subdivision Plat to be prepared, and I, FRANKLIN D. RICHARDS, JR., as Trustee of the FRANKLIN D. RICHARDS, JR. FAMILY TRUST DATED December 24, 2002, hereby consent to the recordation of this Plat.

In witness whereof, the undersigned set his hand this _____ day of _____, 2013.

FRANKLIN D. RICHARDS, JR., Trustee

ACKNOWLEDGEMENT

STATE OF _____
COUNTY OF _____

On this _____ day of _____, 2013, FRANKLIN A. RICHARDS, JR. personally appeared before me, the undersigned Notary Public, in and for said County and State, who after being duly sworn, acknowledged to me that he is the TRUSTEE of the FRANKLIN D. RICHARDS, JR. FAMILY TRUST, Dated December 24, 2002, that he has signed the above and foregoing Dedication and Consent to Record on behalf of said Family Trust; that he has been duly appointed as TRUSTEE by the Declaration of the Family Trust and that he has executed this document in his capacity as TRUSTEE as the act of said Family Trust for the purpose set forth herein.

Residing at: _____
A Notary Public Commissioned in Utah
My Commission Expires: _____

Printed Name _____

LEGEND

- Found survey monument
- Set 5/8" iron rod w/cap, ALLIANCE ENGR/LS 154491
- Found iron rod & cap
- XXXX Street address
- EP: Wastewater ejector pumps may be required for the indicated lots.

40' 0 40' 80'

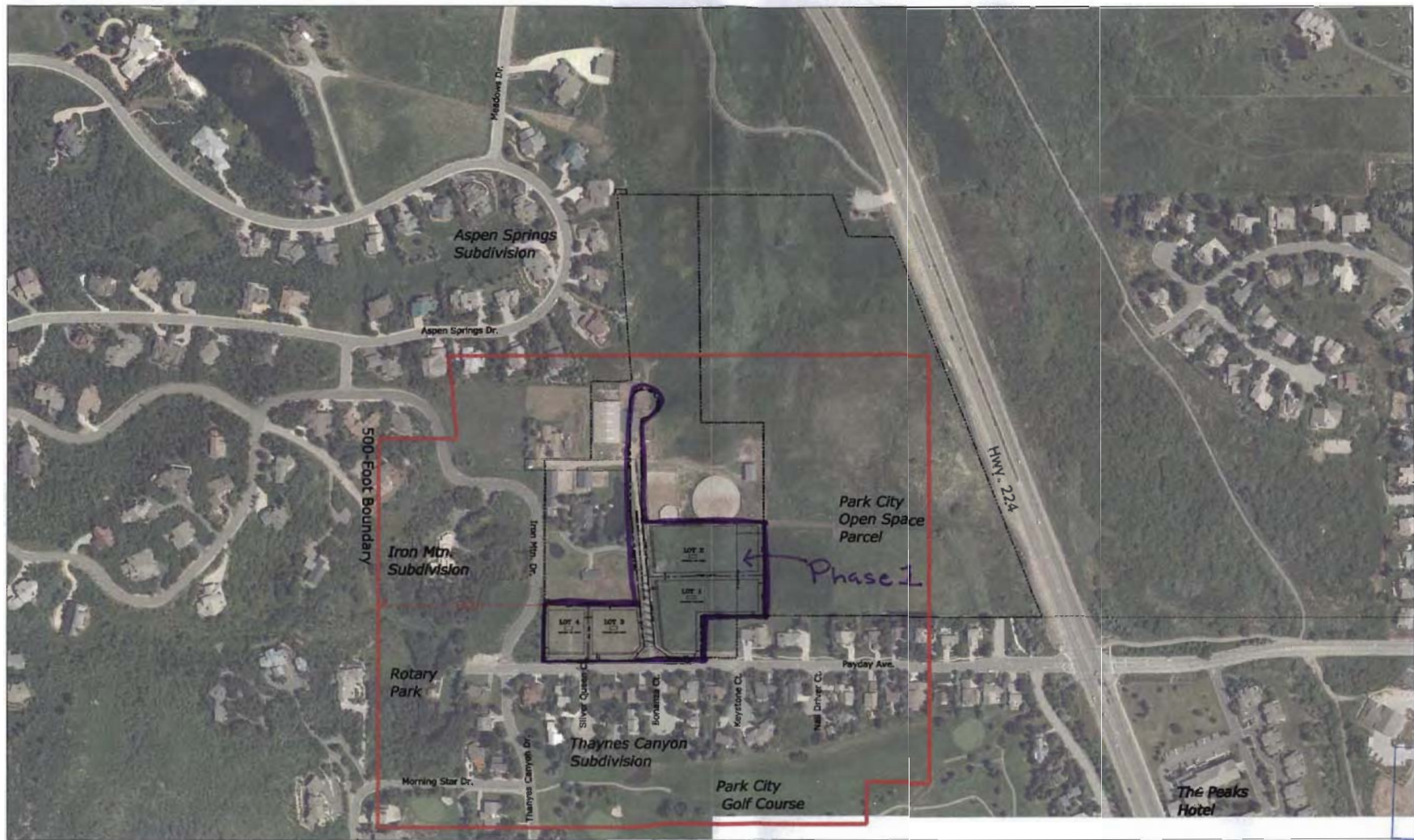
THAYNES CREEK RANCH ESTATES-PHASE 1

LOCATED IN THE SOUTH HALF OF SECTION 5 AND THE NORTH HALF OF SECTION 8
TOWNSHIP 2 SOUTH, RANGE 4 EAST, SALT LAKE BASE AND MERIDIAN
PARK CITY, SUMMIT COUNTY, UTAH

8/1/13 JOB NO.: 6-4-11 FILE: K:\ThaynesCreekRanch\exam\dwg\mxd\2011\060411.dwg

SHEET 1 OF 1

 (435) 840-9487 CONSULTING ENGINEERS LAND PLANNERS SURVEYORS 323 Main Street, P.O. Box 2664 Park City, Utah 84060-2664	SNYDERVILLE BASIN WATER RECLAMATION DISTRICT REVIEWED FOR CONFORMANCE TO SNYDERVILLE BASIN WATER RECLAMATION DISTRICT STANDARDS ON THIS _____ DAY OF _____, 2013 A.D. BY _____ S.B.W.R.D.	PLANNING COMMISSION APPROVED BY THE PARK CITY PLANNING COMMISSION THIS _____ DAY OF _____, 2013 A.D. BY _____ CHAIR	ENGINEER'S CERTIFICATE I FIND THIS PLAT TO BE IN ACCORDANCE WITH THE INFORMATION ON FILE IN MY OFFICE THIS _____ DAY OF _____, 2013 A.D. BY _____ PARK CITY ENGINEER	APPROVAL AS TO FORM APPROVED AS TO FORM THIS _____ DAY OF _____, 2013 A.D. BY _____ PARK CITY ATTORNEY	CERTIFICATE OF ATTEST I CERTIFY THIS RECORD OF SURVEY MAP WAS APPROVED BY PARK CITY COUNCIL THIS _____ DAY OF _____, 2013 A.D. BY _____ PARK CITY RECORDER	COUNCIL APPROVAL AND ACCEPTANCE APPROVAL AND ACCEPTANCE BY THE PARK CITY COUNCIL THIS _____ DAY OF _____, 2013 A.D. BY _____ MAYOR	RECORDED STATE OF UTAH, COUNTY OF SUMMIT, AND FILED AT THE REQUEST OF _____ DATE _____ TIME _____ BOOK _____ PAGE _____ ENTRY NO. _____ FEE _____ RECORDER _____



RECEIVED
JUN 17 2013
PARK CITY
PLANNING DEPT.

125' 0 125' 250'

 (435) 840-8487 CONSULTING ENGINEER, LAND PLANNERS, SURVEYORS 100 Main Street, P.O. Box 2000, Park City, Utah 84060-2000	STAFF: STEVE SCHUELER DATE: 6/14/13	500-FOOT BOUNDARY 510 PAYDAY AVE. RICHARDS PROPERTY FOR: JOB NO.: 6-4-11 FILE: X:\Thayne Canyon\dwg\jlschard\500 foot phase one.dwg	SHEET 1 OF 1
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EXHIBIT B

SURVEYOR'S CERTIFICATE

I, John Denkmow, certify that I am a Registered Land Surveyor and that I hold Certificate No. 15445, as provided by the laws of the State of Utah, and that this plat accurately describes and establishes the boundary as provided within the boundary of the RICHARDS/PCMC ANNEXATION portion.

John Denkmow LS 15445
Date 3-4-2013



BOUNDARY DESCRIPTION

PARCEL 1 (RICHARDS)
A parcel of land located in the north half of Section 5 and the north half of Section 8, Township 2 South, Range 4 East, Salt Lake Base and Meridian, said parcel being more particularly described as follows:

Beginning at point that is North 00°24'31" East 76.76 feet along section line and North 89°53'23" West 2216.84 feet from the southwest corner of Section 2, Township 2 South, Range 4 East, Salt Lake Base and Meridian, said point also being located on the north boundary of Thayne's Creek Ranch 14, recorded July 11, 1980, as Entry No. 343588 in the office of the recorder, Summit County, Utah, and running thence using said subdivision boundary the following two courses: (1) North 89°53'23" West 188.3 feet; thence (2) South 00°06'37" West 128.30 feet to a point on the westerly right-of-way of Payday Drive as shown on Thayne's Canyon Subdivision, recorded July 26, 1997, as Entry No. 115823 in the office of the recorder, Summit County, Utah, thence along said right-of-way the following four (4) courses: (1) North 89°53'23" West 128.02 feet to a point on a curve to the left having a radius of 347.50 feet, at which the radius point bears South 00°06'37" West; thence (2) along the arc of said curve 92.37 feet through a central angle of 102°00' to a point of tangency to the right having a radius of 292.50 feet, at which the radius point bears North 10°12'21" West; thence (3) westerly along the arc of said curve 53.26 feet through a central angle of 102°00'; thence (4) North 89°53'23" West 238.02 feet; thence North 00°06'37" East 15.83 feet to the southwest corner of said Canyon Subdivision, recorded October 26, 1983, as Entry No. 212520 in the office of the recorder, Summit County, Utah, thence along said subdivision boundary North 00°06'37" East 288.65 feet to a point on the southerly boundary of the Annexation and zoning Plat of the Park Property, recorded March 17, 1994, as Entry No. 400284 in the office of the recorder, Summit County, Utah, thence along the east boundary the following two (2) courses: (1) South 89°53'23" East 139.26 feet; thence (2) North 00°06'37" East 234.05 feet to a point on the southerly boundary of Aspen Springs Ranch, Thoma's Subdivision, recorded October 30, 1991, as Entry No. 348913 in the office of the recorder, Summit County, Utah, thence along said subdivision boundary the following six (6) courses: (1) South 89°53'23" East 89.24 feet; thence (2) North 89°53'23" East 12.77 feet; thence (3) North 00°07'58" East 165.28 feet; thence (4) North 04°09'48" East 123.53 feet; thence (5) North 00°07'58" West 268.07 feet; thence (6) South 89°53'23" East 20.55 feet to a point on the westerly boundary of Park City Municipal Corporation parcel PCA-103-C-X, thence along said parcel boundary the following two (2) courses: (1) South 00°07'58" West 16.15 feet; thence (2) South 89°53'23" East 218.18 feet; thence South 00°06'37" East 652.83 feet; thence South 89°53'23" East 187.36 feet; thence South 00°06'37" West 879.15 feet to the point of beginning. Description contains 13.75 acres.

PARCEL 2 (PARK CITY MUNICIPAL CORPORATION)

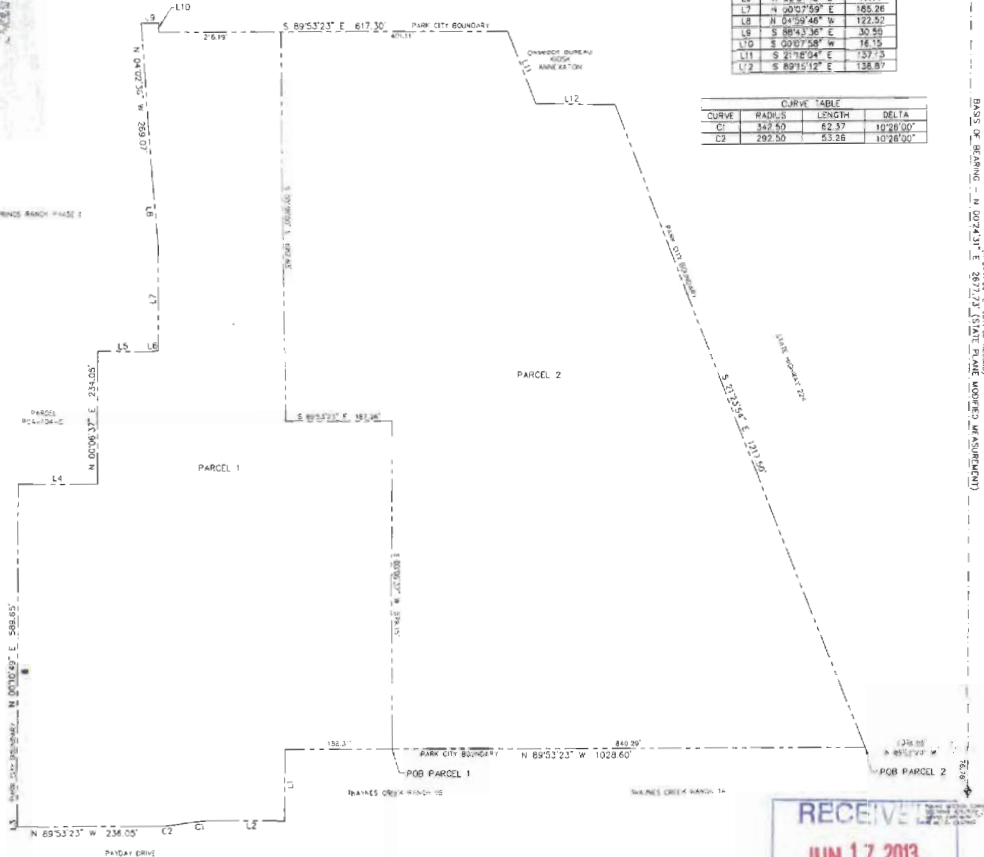
A parcel of land located in the southwest quarter of the southeast quarter of Section 5, Township 2 South, Range 4 East, Salt Lake Base and Meridian, said parcel being more particularly described as follows:

Beginning at point that is North 00°24'31" East 76.76 feet along section line and North 89°53'23" West 1376.52 feet from the southwest corner of Section 5, Township 2 South, Range 4 East, Salt Lake Base and Meridian, said point also being on the north boundary of Thayne's Creek Ranch 14, recorded July 11, 1980, as Entry No. 343588 in the office of the recorder, Summit County, Utah, and running thence along the north boundary of Thayne's Creek Ranch 14 North 89°53'23" West 840.29 feet; thence North 00°06'37" East 579.13 feet; thence North 89°53'23" West 187.26 feet; thence North 00°38'00" West 682.83 feet to a point on the southerly boundary of Park City Municipal Corporation parcel PCA-103-C-X, thence along said parcel boundary South 89°53'23" East 401.11 feet to a point on the westerly boundary of the Chamber Ranch Annexation Plat, recorded January 2, 1989, as Entry No. 244420 in the office of the recorder, Summit County, Utah, thence along said plat boundary the following two (2) courses: (1) South 21°18'04" East 137.13 feet; thence (2) South 89°53'23" East 136.87 feet to the westerly right-of-way of State Highway 224, thence along said right-of-way South 21°23'54" East 127.50 feet to the point of beginning. Description contains 19.74 acres.



VICINITY MAP

ASPER SPRINGS RANCH PHASE I



RICHARDS/PCMC ANNEXATION

LOCATED IN THE SOUTH HALF OF SECTION 5 AND THE NORTH HALF OF SECTION 8
TOWNSHIP 2 SOUTH, RANGE 4 EAST, SALT LAKE BASE AND MERIDIAN
PARK CITY, SUMMIT COUNTY, UTAH



FILE NO. S0007775

COUNTY SURVEYOR FILING
STATE OF UTAH
COUNTY SUMMIT

APPROVED AS TO FORM
SUMMIT COUNTY SURVEYOR

APPROVED IN COMPLIANCE WITH SECTION 17-23-20 OF THE UTAH CODE
THIS 12 DAY OF March 2013 A.D.

BY Wade Wille
ACTING SUMMIT COUNTY SURVEYOR

PLANNING COMMISSION
FORWARDED A RECOMMENDATION THIS 9 DAY OF January 2013 A.D.

BY THE PARK CITY PLANNING COMMISSION
CHAIRMAN

ENGINEER'S CERTIFICATE
I FIND THIS PLAT TO BE IN ACCORDANCE WITH INFORMATION FILED IN MY OFFICE THIS 12 DAY OF March 2013 A.D.

BY [Signature]
PARK CITY ENGINEER

CITY ATTORNEY
APPROVED AS TO FORM THIS 14 DAY OF March 2013 A.D.

BY [Signature]
PARK CITY ATTORNEY

CERTIFICATE OF ATTEST
I CERTIFY THIS RECORD OF SURVEY MAP WAS APPROVED BY PARK CITY COUNCIL THIS 31 DAY OF January 2013 A.D.

BY [Signature]
PARK CITY RECORDER

COUNCIL APPROVAL AND ACCEPTANCE
APPROVAL AND ACCEPTANCE BY THE PARK CITY COUNCIL THIS 31 DAY OF January 2013 A.D.

BY [Signature]
MAYOR

RECORDED
#967797

STATE OF UTAH, COUNTY OF SUMMIT, AND FILED AT THE REQUEST OF Park City Municipal Corp
DATE 3/15/2013 TIME 2:13 PM BOOK 111 PAGE 100

BY [Signature]
RECORDER



OFFICE OF THE LIEUTENANT GOVERNOR

CERTIFICATE OF ANNEXATION

I, GREG BELL, LIEUTENANT GOVERNOR OF THE STATE OF UTAH,
HEREBY CERTIFY THAT there has been filed in my office a notice of annexation from
PARK CITY, dated January 31st, 2013, complying with Section 10-2-425, Utah Code
Annotated, 1953, as amended.

NOW, THEREFORE, notice is hereby given to all whom it may concern that the
attached is a true and correct copy of the notice of annexation, referred to above, on file
with the Office of the Lieutenant Governor pertaining to PARK CITY, located in
SUMMIT County, State of Utah.



IN TESTIMONY WHEREOF, I have
hereunto set my hand, and affixed the Great
Seal of the State of Utah this 22nd day of
March, 2013 at Salt Lake City, Utah.

A handwritten signature in black ink, which appears to read "Greg Bell".

GREG BELL
Lieutenant Governor

When recorded return to:
Park City Municipal Corporation
City Recorder
P O Box 1480
Park City, Utah 84060

Fee exempt per Utah Code Annotated 11-13-102

Ordinance 13-06

ORDINANCE APPROVING AN ANNEXATION OF APPROXIMATELY 33 ACRES KNOWN AS THE RICHARDS/PCMC ANNEXATION LOCATED IN THE SOUTH HALF OF SECTION 5, TOWNSHIP 2 SOUTH, RANGE 4 EAST, SALT LAKE BASE AND MERIDIAN, PARK CITY, UTAH AND AMENDING THE OFFICIAL ZONING MAP OF PARK CITY TO ZONE THE PCMC PROPERTY AS RECREATION OPEN SPACE (ROS) AND THE RICHARDS PROPERTY AS SINGLE FAMILY DEVELOPMENT (SF).

WHEREAS, on February 7, 2012, the Petitioners, PCMC and Franklin D. Richards, Jr. Family Trust, filed an annexation petition with the City Recorder for annexation of two metes and bounds described parcels that are currently within the jurisdiction of Summit County and surrounded by properties that are within the Park City municipal boundaries as shown on the attached Annexation Agreement;

WHEREAS, the Property is 33.49 acres in area and is located west of SR 224 and north of Payday Drive, as described in the attached Annexation Agreement, Annexation Plat (Exhibit A to the Annexation Agreement), Legal Descriptions (Exhibit B to the Annexation Agreement) and Proposed Zoning Map Amendment (Exhibit F to the Annexation Agreement);

WHEREAS, the Property is included within the Park City Annexation Expansion Area, and is not included within any other municipal jurisdiction;

WHEREAS, the annexation petition was accepted by the City Council on February 16, 2012;

WHEREAS, the City reviewed the petition against the criteria stated in Sections 10-2-403 (2), (3), and (4) of the Utah Code, annotated 1953 as amended, and found the petition complied with all applicable criteria of the Utah Code;

WHEREAS, On March 1, 2012, the City Recorder certified the annexation petition and delivered notice letters to the "affected entities" required by Utah Code, Section 10-2-405, and provided legal notice that the petition had been certified and the required 30-day protest period had begun;

WHEREAS, no protests were filed by any "affected entities" or other jurisdictions within the 30-day protest period and the petition was considered accepted on April 1, 2012;

WHEREAS, the Planning Commission, after proper notice, conducted public hearings on the Annexation petition application on May 9th, September 26th, October 24th, November 28th, December 12th, 2012, and on January 9th, 2013;

WHEREAS, on January 9th, 2013, the Planning Commission forwarded a recommendation to City Council on the proposed annexation and zoning of the Richards/PCMC Annexation;

WHEREAS, on January 31st, 2013, the City Council conducted a public hearing and discussed the annexation and zoning map amendment and took public testimony on the matter, as required by law;

WHEREAS, the City Council finds that the annexation and requested zoning map amendments are consistent with the Park City General Plan;

WHEREAS, the preliminary subdivision plat (Exhibit C to the Annexation Agreement) sets forth a maximum of seven single family development lots and one common lot for an existing indoor riding arena. Preliminary platting indicates maximum allowable density of seven units, lot sizes, preliminary building pad areas for houses and barns, house sizes, building massing and height restrictions, limits of disturbance areas, phasing, access, and other site planning requirements that have a goal of enhancing rather than detracting from the aesthetic quality of the entry corridor and ensuring that the final plat will result in a development that is compatible with the surrounding neighborhood; and

WHEREAS, an Annexation Agreement, between the City and Franklin D. Richards, Jr., Family Trust, pursuant to the Land Management Code, Section 15-8-5 (C), setting forth further terms and conditions of the Annexation and final subdivision plat, is herein attached.

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

SECTION 1. ANNEXATION APPROVAL. The Property is hereby annexed into the corporate limits of Park City, Utah according to the Annexation Plat executed in substantially the same form as is attached to the Annexation Agreement and according to the Findings of Fact, Conclusions of Law, and Conditions of Approval as stated below and within the Annexation Agreement.

The Property so annexed shall enjoy the privileges of Park City as described in the Annexation Agreement and shall be subject to all City levies and assessments, conditions, and restrictions as described in the terms of said Annexation Agreement.

The Property shall be subject to all City laws, rules and regulations upon the effective date of this Ordinance.

SECTION 2. ANNEXATION AGREEMENT. City Council hereby authorizes the Mayor to execute the Annexation Agreement in substantially the same form as is attached hereto and as approved to form by the City Attorney.

SECTION 3. COMPLIANCE WITH STATE LAW, GENERAL PLAN, AND ANNEXATION POLICY PLAN. This annexation and the proposed zoning meets the standards for annexation set forth in Title 10, Chapter 2 of the Utah Code, the Park City

General Plan, and Park City Annexation Policy Plan - Land Management Code Chapter 8, Annexation.

SECTION 4. OFFICIAL PARK CITY ZONING MAP AMENDMENT. The Official Park City Zoning Map is hereby amended to include said PCMC Parcel in the ROS zoning district and the Richards Parcel in the SF zoning district, as shown in Exhibit F to the Annexation Agreement.

SECTION 5. FINDINGS OF FACT, CONCLUSIONS OF LAW, AND CONDITIONS OF APPROVAL.

Findings of Fact

1. On February 7, 2012, the applicants filed an annexation petition with the City Recorder for annexation of two parcels currently within the jurisdiction of Summit County and completely surrounded by properties within the Park City municipal boundaries.
2. The applicants are requesting annexation and zoning approval for two separately owned parcels. The Franklin D. Richards Jr. Family Trust ("Richards Parcel") is 13.75 acres and the requested zoning is Single Family (SF). The PCMC Parcel is 19.74 acres and the requested zoning is Recreation Open Space (ROS).
3. The property is located north of Payday Drive (north of the Thayne's Creek Ranch Subdivision), south of Aspen Springs Subdivision, east of Iron Canyon Subdivision, and west of Highway 224. The property is surrounded on all boundaries by Park City municipal boundaries and is considered an island of unincorporated land.
4. The applicants submitted an annexation plat for the two parcels, prepared by a licensed surveyor and additional annexation petition materials according to provisions of the City's Annexation Policy Plan and Utah State Code. A Preliminary Subdivision Plat (Exhibit C to the Annexation Agreement) and an existing conditions survey map were also submitted.
5. The Preliminary Subdivision Plat indicates four single family home lots in Phase I and three single family lots in Phase II, and Lot 8, the equestrian lot. The existing home, guest house and horse training facility are in Phase II and may remain unplatted until a final subdivision plat is submitted and approved by the City for that property. Barn pad locations are indicated for the equestrian lots.
6. The petition was accepted by the City Council on February 16, 2012 and certified by the City Recorder on March 1, 2012. Legal notice was published in the Park Record and the Public Website as required by State Code. Notice of certification was mailed to affected entities as required by the State Code. The protest period for acceptance of the petition ended on April 1st. No protests to the petition were filed.
7. The PCMC property is a dedicated open space parcel, subject to a March 24th, 2005, Deed of Conservation Easement in favor of the Summit Land Conservancy, in perpetuity. In 1999, the City purchased this 19.74 acre parcel through a purchase agreement with the Trust for Public Land from Frank Richards. A lease agreement is required for use of the PCMC Parcel by any person or entity other than by the City.
8. The PCMC Parcel is currently utilized for agricultural uses of grazing and growing of hay, as well as for undisturbed open space along streams, irrigation ditches, and wetlands. The City provides winter time grooming of a ski trail within the parcel, along Hwy 224. The land was originally part of the Franklin D. Richard,

Jr. Family Trust. The PCMC property will remain as open space in perpetuity, subject to restrictions of the 2005 Deed of Conservation Easement (Exhibit D to the Annexation Agreement).

9. The property is located within the Park City Municipal Corporation Annexation Expansion Area boundary, as described in the adopted Annexation Policy Plan (Land Management Code (LMC) Chapter 8) and is contiguous with the current Park City Municipal Boundary along the south property lines with the Thayne's Creek Subdivision Annexation (June 2, 1989) and the Treasure Mountain Annexation (Thayne's Canyon Subdivision) (July 28, 1971). The property is contiguous with the City along the north property lines with the Peterson Property Annexation (February 22, 1993) and the Chamber Bureau Kiosk Annexation. Along the west property line there is contiguity with the Smith Ranch Annexation (July 14, 1988) (aka Aspen Springs Subdivision) and the Iron Canyon Annexation (October 28, 1983). Along the east property lines there is contiguity with the McLeod Creek Annexation (May 7, 1979).
10. The proposed annexation properties are the only non-annexed properties owned by these Petitioners in the surrounding area.
11. Access to the Richards property is from Payday Drive at the existing driveway to the Richards farm. Access to the PCMC property is also from Payday Drive, just west of Hwy 224 at a stubbed in roadway. This access is used by ski grooming equipment and other municipal vehicles to maintain the property. No access is proposed directly off of Highway 224 with this annexation or for the subdivision.
12. The property is subject to the Employee/Affordable Housing requirements of the Affordable Housing Guidelines and Standards Resolution 20-07. One Affordable Unit Equivalent equals 900 square feet. The affordable housing obligation is 15% of 6 new units or 0.9 AUE (810 sf). Affordable house shall be provided on-site according to requirements of the Housing Resolution 20-07, unless payment of fees in lieu is approved by the Park City Housing Authority. Addition requirements regarding affordable housing are spelled out in the Annexation Agreement. Fees in lieu are subject to the dollar amounts established by the Housing Authority and in effect at the time of submittal of building permits or as required by the Housing Authority.
13. Land uses proposed in the Preliminary Subdivision Plat include a total of 7 single family lots and 1 common area lot (Lot 8 of the preliminary subdivision plat) for an existing riding arena. No density is assigned or permitted to be developed on Lot 8. Only one single family home and one barn are permitted to be constructed on the remaining lots. Lot 5 of the preliminary subdivision plat contains an existing single family house and a guest house that may remain and be used as a guest house. These uses are permitted.
14. Per the Land Management Code, a maximum of 2 horses per acre of lot area are permitted on lots containing one acre or more, subject to an administrative conditional use permit and an animal management plan. The PCMC Parcel allows only uses permitted by the 2005 Deed of Conservation Easement (Exhibit D to the Annexation Agreement). Lots 3 and 4 may be combined into one lot of record, allowing a maximum of 2 horses on the combined lot, subject to the LMC Section 15-2.11-6 Maximum House Size and Setbacks on Combined Lots and any conditions of approval of a plat amendment to combine the lots prior to issuance of a building permit.
15. The proposed land uses are consistent with the purpose statements of the SF and ROS zones respectively. The SF zone does not allow nightly rental uses and restricting this use is consistent with the character of the surrounding

neighborhood.

16. The Annexation Agreement and Preliminary Subdivision Plat limit the total number of lots to eight (8), including the equestrian lot, and the final plat would include a note indicating that no further subdivision of lots is allowed and no residential or commercial density is permitted on Lot 8. Barns are to be used for agricultural uses, horses, and related storage and not for human occupation.
17. Annexation of this parcel will not create an island, peninsula, or irregular city boundary. The annexation is a logical extension of the City Boundary.
18. Provision of municipal services for this property is more efficiently provided by Park City than by Summit County.
19. Areas of wetlands and irrigation ditches, and any required setbacks from these areas have been identified on the property.
20. The annexation is outside the City's Soils Ordinance District and there are no areas of steep slope that would indicate the property should be placed in the Sensitive Lands Overlay Zone. Wetlands and streams are protected by language in the LMC requiring minimum setbacks and protection during construction. The platting of specific building envelopes for houses and barns at the time of the final subdivision plat will further protect these sensitive areas from impacts of development.
21. The annexation petition has been reviewed pursuant to the Utah Code Annotated (UCA) Sections 10-2-401, 10-2-402 and 10-2-403. The annexation petition requirements set forth in these sections of the UCA have been met; including issues of 1) contiguity and municipal annexation expansion area, 2) boundaries drawn along existing local districts, special districts and other taxing entities, and 3) for the content of the petition.
22. The proposed annexation is consistent with the purpose statements of the Annexation Policy Plan and as conditioned will protect the general interests and character of the community; assure orderly growth and development of the Park City community in terms of utilities and public services; preserve open space and ensure environmental quality; protect a prominent entry corridor, view sheds and environmentally Sensitive Lands; enhance pedestrian connectivity, create buffer areas; and protect the general health, safety, and welfare of the public.
23. City Staff has reviewed the proposed annexation and preliminary plat against the general requirements established for annexation to Park City as presented in LMC Section 15-8-2 and as further described in the Analysis section of this report.
24. The property was posted, courtesy notices were mailed to surrounding property owners, and legal notice was published in the Park Record according to requirements for annexations in the LMC and State Code.

Conclusions of Law

1. The Annexation and Zoning Map amendment are consistent with the Annexation Policy Plan and the Park City General Plan.
2. Approval of the Annexation and Zoning Map amendment does not adversely affect the health, safety, and welfare of the citizens of Park City.

Conditions of Approval

1. The Official Zoning Map shall be amended to designate the PCMC property as Recreation Open Space (ROS) and the Richards Parcel as Single Family (SF).
2. The Annexation Agreement shall be fully executed and recorded at Summit County.

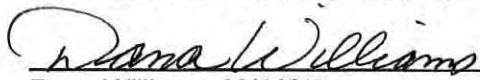
3. Petitioner and PCMC shall execute a Water Agreement (Exhibit E to the Annexation Agreement, to be recorded separately) providing for the transportation of water to the subdivision.
4. Recordation of a final subdivision plat, to create legal lots of record; dedicate utility, access, drainage, snow storage, and irrigation easements; identify platted building pads for houses and barns; identify limits of disturbance areas and driveway and hard surface areas; establish architectural guidelines for barns; establish fencing details; and to address other issues that are typically addressed at the time of the final subdivision plat, is a requirement prior to commencing of site work and issuance of building permits on the Property.
5. The final subdivision plat shall be in substantial compliance with the Preliminary Subdivision Plat (Exhibit C to the Annexation Agreement) submitted with the Annexation petition, as amended. The final subdivision plat shall include plat notes stating that the maximum density of the subdivision is seven (7) single family dwelling units and that no lot shall be further subdivided to increase the overall density of the subdivision. Barns shall not be used for human occupation. The existing guest house on Lot 5 may remain and is not separately saleable from the main dwelling. If the affordable housing unit is provided on site that unit is in addition to the maximum density of seven units.
6. All exterior lighting shall be reviewed with each building permit application for compliance with best lighting practices as recommended by the Dark Skies organization.
7. Fencing shall be consistent through-out the subdivision and described on the final subdivision plat and in the CCRs. A fencing plan shall be submitted with the final subdivision plat application and with each building permit application to allow Staff to review all fencing for consistency through-out the subdivision and to review impacts of fencing on wildlife movement through the site. The fencing plan shall include location of fences and materials, dimensions, and installation methods.
8. Construction of a five foot wide public side walk along Payday Drive connecting the existing sidewalk on the north side of the street with Iron Mountain Drive is required to provide connectivity to Rotary Park and shall be identified on the final subdivision plat. The sidewalk and all required public improvements, including landscaping of the public right-of-way along Payday Drive, shall be completed prior to issuance of a certificate of occupancy for any new house on the property.
9. A grading plan and landscape plan shall be submitted with each building permit application and this requirement shall be noted on the final subdivision plat. A landscaping plan for public right-of-way and any common areas shall be submitted with the final subdivision plat.
10. A note shall be included on the final subdivision plat requiring each new house in the development to meet LEED for Homes Silver Rating certification (at a minimum) with required water conservation requirements as further described in the Annexation Agreement.
11. Excavated materials shall remain on site to the greatest extent possible.
12. Use of the PCMC Parcel shall be addressed and regulated by a signed and executed Lease Agreement for Agricultural Use and Grazing for use by any person or entity other than the City. All use of the PCMC Parcel shall comply with the March 24, 2005 Deed of Conservation Easement by and between Park City Municipal Corporation and in favor of Summit Land Conservancy.
13. The application is subject to the City's Affordable Housing Resolution 20-07 and as further described in the Annexation Agreement. The affordable housing

- obligation shall be provided on the property, unless otherwise approved by the Park City Housing Authority. If the affordable housing unit is provided within the subdivision, the unit will not count against the maximum allowed density.
14. A note shall be added to the final subdivision plat stating that the Planning Director may grant an administrative Conditional Use permit for the raising and grazing of horses on these lots, including a barn located within an identified building pad on the final subdivision plat, provided the application complies with the LMC requirements for raising and grazing of horses and providing an Animal Management Plan is submitted and approved. Barns may not be used for human occupation.
 15. Access easements shall be provided on the final subdivision plat, along lot lines as necessary to facilitate utility service, irrigation, and access to the PCMC Parcel, for equestrian use and for maintenance of the parcel as allowed by the March 2005 Deed of Conservation Easement.
 16. All conditions and restrictions of the Annexation Agreement shall continue to apply to the final subdivision plat.
 17. The final subdivision plat shall dedicate a private access easement for the Ross-Gaebe Property to memorialize the existing private easement across the existing driveway and to extend this easement to the public ROW at Payday Drive.
 18. Prior to recordation of a final subdivision plat a historic reconnaissance survey should be conducted by the applicant in conformance with the City's Historic Preservation Chapter 11 of the Land Management Code and a certification letter regarding any historic resources shall be submitted to the City. Any discovered historical or cultural resources will be added to the City's Historic Sites Inventory and designated as either "Significant" or "Landmark" according to the criteria as listed in LMC Chapter 11.
 19. Ownership of water rights shall not affect the application of the Impact Fee Ordinance to the Property at the time of development of the lots.
 20. A lot line adjustment application will be allowed to combine Lots 3 and 4 into one lot of record. The lot combination will be subject to the LMC Section 15-2.11-6 Maximum House Size and Setbacks on Combined Lots.

SECTION 6. EFFECTIVE DATE. This Ordinance shall take effect upon publication of this Ordinance, recordation of the Annexation Plat and Annexation Agreement, and in compliance with state annexation filing requirements, pursuant to the Utah Code Annotated Section 10-2-425.

PASSED AND ADOPTED this 31st day of January, 2013.

PARK CITY MUNICIPAL CORPORATION

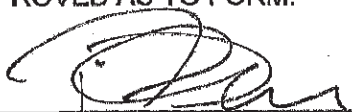

Dana Williams, MAYOR

ATTEST:


Janet M. Scott, CITY RECORDER



APPROVED AS TO FORM:



Thomas A. Daley, Sr. DEPUTY CITY ATTORNEY

Attachment- Annexation Agreement and Exhibits

EXHIBIT B

PARK CITY MUNICIPAL CORPORATION ANNEXATION

January 6, 2012

A parcel of land located in the southwest quarter of the southeast quarter of Section 5, Township 2 South, Range 4 East, Salt Lake Base and Meridian, said parcel being more particularly described as follows:

Beginning at point that is North 00°24'31" East 76.78 feet along section line and North 89°53'23" West 1376.55 feet from the southeast corner of Section 5, Township 2 South, Range 4 East, Salt Lake Base and Meridian, said point also being on the north boundary of Thaynes Creek Ranch 1A, recorded July 11, 1991, as Entry No. 343985 in the office of the recorder, Summit County, Utah; and running thence along the north boundary of Thaynes Creek Ranch 1A North 89°53'23" West 840.29 feet; thence North 00°06'37" East 579.15 feet; thence North 89°53'23" West 187.26 feet; thence North 00°38'00" West 682.83 feet to a point on the southerly boundary of Park City Municipal Corporation parcel PCA-103-C-X; thence along said parcel boundary South 89°53'23" East 401.11 feet to a point on the westerly boundary of the Chamber Bureau Kiosk Annexation Plat, recorded January 2, 1986, as Entry No. 244420, in the office of the recorder, Summit County, Utah; thence along said plat boundary the following two (2) courses: 1) South 21°18'04" East 137.13 feet; thence 2) South 89°15'12" East 138.87 feet to the westerly right-of-way of State Highway 224; thence along said right-of-way South 21°23'54" East 1217.50 feet to the point of beginning.

Description contains 19.74 acres.

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RICHARDS ANNEXATION

January 6, 2012

A parcel of land located in the south half of Section 5 and the north half of Section 8, Township 2 South, Range 4 East, Salt Lake Base and Meridian, said parcel being more particularly described as follows:

Beginning at point that is North 00°24'31" East 76.78 feet along section line and North 89°53'23" West 2216.84 feet from the southeast corner of Section 5, Township 2 South, Range 4 East, Salt Lake Base and Meridian, said point also being located on the north boundary of Thaynes Creek Ranch 1B Subdivision, recorded May 24, 1994, as Entry No. 400847 in the office of the recorder, Summit County, Utah; and running thence along said subdivision boundary the following two courses: 1) North 89°53'23" West 188.31 feet; thence 2) South 00°06'37" West 126.30 feet to a point on the northerly right-of-way of Payday Drive as shown on Thaynes Canyon Subdivision plat, recorded July 28, 1971, as Entry No. 113625 in the office of the recorder, Summit County, Utah; thence along said right-of-way the following four (4) courses: 1) North 89°53'23" West 120.02 feet to a point on a curve to the left having a radius of 342.50 feet, of which the radius point bears South 00°06'37" West; thence 2) along the arc of said curve 62.37 feet through a central angle of 10°26'00" to a point of reverse curve to the right having a radius of 292.50 feet, of which the radius point bears North 10°19'23" West; thence 3) westerly along the arc of said curve 53.26 feet through a central angle of 10°26'00"; thence 4) North 89°53'23" West 236.05 feet; thence North 00°10'49" East 15.65 feet to the southeast corner of Iron Canyon Subdivision, recorded October 28, 1983, as Entry No. 212520 in the office of the recorder, Summit County, Utah; thence along said subdivision boundary North 00°10'49" East 589.65 feet to a point on the southerly boundary of the Annexation and Zoning Plat of the Ross Property, recorded March 17, 1994, as Entry No. 400284 in the office of the recorder, Summit County, Utah; thence along said plat boundary the following two (2) courses: 1) South 89°53'23" East 139.26 feet; thence 2) North 00°06'37" East 234.05 feet to a point on the southerly boundary of Aspen Springs Ranch, Phase 1 Subdivision, recorded October 31, 1991, as Entry No. 349163 in the office of the recorder, Summit County, Utah; thence along said subdivision boundary the following six (6) courses: 1) South 88°45'51" East 89.24 feet; thence 2) North 82°51'16" East 17.77 feet; thence 3) North 00°07'59" East 185.26 feet; thence 4) North 04°59'46" West 122.52 feet; thence 5) North 04°02'36" West 269.07 feet; thence 6) South 88°43'36" East 30.55 feet to a point on the westerly boundary of Park City Municipal Corporation parcel PCA-103-C-X; thence along said parcel boundary the following two (2) courses: 1) South 00°07'58" West 16.15 feet; thence 2) South 89°53'23" East 216.19 feet; thence South 00°38'00" East 682.83 feet; thence South 89°53'23" East 187.26 feet; thence South 00°06'37" West 579.15 feet to the point of beginning.

Description contains 13.75 acres.

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When recorded, please return to:
PARK CITY MUNICIPAL CORPORATION
City Recorder
P O Box 1480
Park City UT 84060

RICHARDS PARCEL ANNEXATION AGREEMENT

THIS ANNEXATION AGREEMENT (this "Agreement") is made by and between Park City Municipal Corporation (hereinafter, "PCMC" or the "City") and Franklin D. Richards, Jr. Family Trust (December 24, 2002) (hereinafter, "Petitioner") to set forth the terms and conditions under which Park City will annex certain land owned by Petitioner (hereinafter, "Richards Parcel" or "Petitioner's Property"), consisting of approximately 13.75 acres and located in unincorporated Summit County, Utah, north of Payday Drive and west of State Route 224. The Richards Parcel is one of two parcels proposed to be annexed into Park City's municipal boundaries. The other parcel proposed for annexation is a 19.74 acre parcel owned by the City (hereinafter, "PCMC Parcel"). Together, the annexation of the Richards Parcel and the PCMC Parcel shall be referred to as the Richards/PCMC Annexation; the petition to annex both parcels shall be referred to as the "Annexation Petition;" and both the Richards Parcel and the PCMC Parcel shall be referred to as the "Annexation Property." The Richards/PCMC Annexation Petition requests annexation into the corporate limits of Park City and extension of municipal services to the Richards Parcel. The PCMC Parcel is included in the Annexation Petition but is not subject to the terms of this Annexation Agreement. The City and Petitioner are sometimes collectively referred to in this Agreement as the "Parties" or individually as a "Party". This Agreement is made under authority of §§ 10-2-401 et. Seq. of the Utah Code, Annotated 1953, as amended "MLUDMA").

WHEREAS, the Richards/PCMC Annexation includes the following parcels: the PCMC Parcel, with tax identification number SS-104-1-B-1-X, owned by PCMC and consisting of 19.74 acres, and the Richards Parcel, with tax identification number SS-104-1-B, owned by Petitioner and consisting of 13.75 acres.

WHEREAS, in furtherance of the foregoing, the Petitioner desires to annex the Richards Parcel into the corporate limits of the City and, to that end, a complete Annexation Petition for the Annexation Property was filed with the City on February 12, 2012. The Annexation Petition was accepted by the City Council on February 16, 2012, and certified by the City Recorder on March 1, 2012. The first public hearing was conducted by the Planning Commission on May 9, 2012. Subsequent public hearings were conducted by the Planning Commission on September 26th and December 12th of 2012 and January 9th of 2013.

WHEREAS, in connection with the Richards/PCMC Annexation, the Annexation Property is proposed to be zoned Single Family (SF Zone) for the Richards Parcel and Recreation Open Space (ROS Zone) for the City Parcel. The SF Zone is a City zoning district allowing for low density, single family home development that maintains existing predominately single family detached residential neighborhoods, maintains the character of mountain resort neighborhoods with compatible design, and

requires a streetscape that minimizes impacts on existing residents and reduces the architectural impacts of the automobile. The SF zoning district is more fully described in the City's Land Management Code.

NOW, THEREFORE, in furtherance of the Annexation Petition, in consideration of City's action to annex Petitioner's property, and in consideration of the mutual promises contained herein, as well as the mutual benefits to be derived here from, the Parties agree that the terms and conditions of the Richards/PCMC Annexation shall be as follows:

1. **Property.** The Richards Parcel to be annexed is approximately 13.75 acres in area, as depicted on the annexation plat attached as Exhibit A (the "Annexation Plat") and as more fully described in the legal descriptions attached as Exhibit B. The PCMC Parcel consists of 19.74 acres. The total Richards/PCMC Annexation includes both parcels and totals approximately 33.49 acres.

2. **Zoning.** Upon Annexation, the Richards Parcel will be zoned Single Family (SF). The PCMC Parcel will be zoned Recreation Open Space (ROS). The official zoning map of Park City shall be amended to include these properties and zoning designations (see Exhibit F).

3. **Subdivision; Density and Phasing.** Pursuant to Land Management Code Section 15-8-3 on February 12, 2012, a complete revised application for a Preliminary Subdivision Plat on the 13.75 acre Richards Parcel of the Property was filed with the City. The Preliminary Subdivision Plat is attached as Exhibit C. The maximum allowable residential density is seven (7) dwelling units with all units to be single family detached houses located within the Richards Parcel. The PCMC Parcel is to be platted as open space with ROS zoning, subject to the Deed of Conservation Easement described below. Uses of the PCMC Parcel must comply with the ROS zoning and the March 24th, 2005, Deed of Conservation Easement entered into by and between Park City Municipal Corporation (Exhibit D), in favor of the Summit Land Conservancy, a Utah non-profit corporation.

The maximum density allowed on the Richards Parcel does not include the required affordable housing unit ("AUE") as specified in Paragraph 10 below. The land use development of the Property shall be governed by the maximum density stipulated in this Agreement, zoning designations provided herein and by the Final Subdivision Plat, to be finalized as soon as reasonably practicable following completion of the annexation process pursuant to Utah Code Annotated § 10-2-425(5).

Moreover, any substantive amendments to this Annexation Agreement shall be processed in accordance with the Park City Land Management Code and MLUDMA in effect at the time an application for amendment is filed with the City Planning Department.

Further, as part of the Final Subdivision Plat approval process, the phasing of the development of the Petitioner's Property shall be determined in a manner that ensures the adequacy of public facilities as may be required to support any such development.

4. **Sidewalks.** A condition precedent to building permit issuance for construction on any lot within the Final Subdivision, is the dedication to the City of a ten (10') wide, non-exclusive, public easement across the Petitioner's Property along Payday Drive, for the purposes of public access, utilities, irrigation, storm water drainage, landscaping and snow storage. Construction of a five (5') foot wide non-vehicular public pedestrian sidewalk, to be located within the ten (10') public easement and

constructed to City Standards and Specifications as required by the City Engineer, shall be included as part of the required public improvements for the future development. The sidewalks shall connect to the existing sidewalk within the Thayne's Creek Ranch B Subdivision and shall run to the Property's western boundary at Iron Mountain Drive, with the final location to be determined by the City Engineer during the Final Subdivision Plat review process. Any obligations or guarantees with respect to the construction of such sidewalks shall be governed by the terms and conditions of the Final Subdivision for the Property.

5. **Fire Prevention Measures.** Because of potential wild land interface issues on the Petitioner's Property, the Petitioner (or, as specified in connection with any such assignment, its assigns) agrees to implement a fire protection and emergency access plan, to be submitted prior to the issuance of any building permits, to be reviewed and approved by the Fire Marshall and Chief Building Official for compliance with applicable building and fire codes. Such plan may include a requirement for residential fire sprinkler systems for all structures. Fire and emergency access and fire hydrants shall be installed as required by the fire protection plan prior to issuance of any full building permits on the Property.

6. **Roads and Road Design.** All streets and roads within the Property are to be private roads designed and retained as private roads. Final design shall be determined during the Final Subdivision Plat review process.

7. **Sanitary Sewer, Line Extensions and Storm Water Detention Facilities.** Construction and alignment of the sanitary sewer shall be established as part of the Final Subdivision Plat for the Property (as accepted by the City and filed in the official real estate records of Summit County, Utah, the "**Subdivision Plat**"). The preferred alignment of the sanitary sewer shall be that alignment which results in the least visual impact and site disturbance while meeting the site design and construction requirements of the Snyderville Basin Water Reclamation District.

In connection with the Final Subdivision Plat review process, on-site storm water detention facilities, or alternatives, as approved by the Park City Engineer, may be required. The timing for the construction of such storm water detention facilities shall be determined by the City Engineer, at the time of final Subdivision Plat review (the "**Storm Detention Facilities**"). Maintenance of on-site storm water detention facilities will be the responsibility of the Petitioner or of a future homeowner's association for common facilities.

8. **Water Rights.** Pursuant to the Annexation Petition the Petitioner owns 102.5 ac-ft of water under Water Right 35-8458, of which 42 ac-ft is utilized on the 13.75 acres for irrigation. Petitioner and City are currently working to resolve a title dispute on as much as 69 acre feet of the 102.5 acre feet. That dispute will not affect the implementation of this Annexation Agreement.

Previously, the Petitioner conveyed 7.5 ac-ft from Water Right 35-8458 to the lot owners within the Thayne's Creek Ranch Subdivision as part of the Thayne's Creek Ranch Annexation Agreement and Subdivision approval. An additional 10 ac-ft were conveyed to the Trust for Public Lands in connection with irrigation of the Conservation Easement on the 19.74 acre PCMC Parcel. Petitioner agrees to convey to lot purchasers one (1) acre foot from this water right for each of Lots 3 and 4, two (2) acre feet for each of Lots 1 and 2, four (4) acre feet for each of lots 6 and 7, and two and a half (2.5) acre feet for lot 5, the equestrian lot, for the purpose of irrigation and stock water, for a total of sixteen and a half

(16.5) acre feet. Park City also owns a portion of the same water right and uses it along with Park City's other water rights to irrigate the PCMC Parcel and other City-owned property.

Since filing the Annexation Petition, the Petitioner has conveyed 86 acre feet of the decreed water right to a third party who is unrelated to the Richards/PCMC Annexation. The underlying water right which is being segregated to represent the respective interests of the three parties (including the third party) has a priority date of 1882. Thus, this water right will be subject to priority cuts by the Utah Division of Water Rights.

The distribution of water represented by water rights which will be owned by Park City, the Petitioner, and the third party through open ditches, streams, and head gates will present challenges to Park City due to Park City operating the water distribution system above and below the proposed subdivision. Accordingly, PCMC and Petitioner will enter into a separate agreement regarding the delivery of water to the Petitioner's Property. (Hereafter the "Water Agreement").

As set forth in the Water Agreement, which will be approved by City Council, Petitioner and the City have agreed that the City will operate the head gates leading into the Petitioner's Property and proposed subdivision. City will operate the head gates in accordance with the water rights of record owned in the aggregate by the individual lot owners and the City. The Petitioner understands that Park City's operation of head gates will be subject to the Utah Division of Water Right's enforcement of water rights. Petitioner further understands that the City will not operate or in any way be responsible for the design, construction, or maintenance of the irrigation water delivery system within the subdivision.

The water agreement, be recorded separately, will also address improvements to the existing ditch system and infrastructure (improvements) that will be required to accurately divert and measure the correct flow rate to the Petitioner, the City, and the third party. The cost of improvements will be shared between the Petitioner and the City in proportion to each party's quantity of water, as provided in the Water Agreement.

City may convey water through the Petitioner's proposed subdivision as provided in the Water Agreement. It will be the responsibility of the water right owners in the subdivision to construct facilities to meet their irrigation needs based on this continuous flow and delivery location. City may elect to establish an irrigation turn system.

9. **Water Impact Fees and Other Water Facilities and Systems Costs.** Certain water facilities and systems internal to Petitioner's Property shall be required to be constructed and, to the extent they are dedicated to the City, easements therefore granted to the City, all of which shall be determined, and agreed to, by the affected parties and the City during the Final Subdivision review process (the "**Water Facilities and Systems**"). Any and all such Water Facilities and Systems shall be constructed to not less than the specifications reasonably required by the City Engineer. Petitioner acknowledges that water impact fees will be collected by City in the same manner and in the same amount as with other development within municipal boundaries and that impact fees so collected will not be refunded to Petitioner or to individual building permit applicants developing within the proposed annexation area. Ownership of water rights will not affect the application of the Impact Fee Ordinance to the Property.

10. **Affordable Housing Requirement.** Affordable/employee housing shall be provided in a manner consistent with the City's Affordable Housing Resolution 20-07. The affordable housing requirement is 0.9 Affordable Unit Equivalent (AUE) determined by applying the requirement for 15% of the six dwelling units to be constructed. One dwelling unit currently exists on the property. The 0.9 AUE equates to 810 square feet of net livable space, as one (1.0) AUE is 900 square feet of net livable space. Payment of fees in lieu of development of affordable units on or off-site is allowed at the discretion of the Park City Housing Authority in compliance with the criteria stated in the City's Affordable Housing Resolution 20-07, with in-lieu fee to be calculated based on the formula identified in the City's Affordable Housing Resolution (25-12). Timing of the completion of affordable units and timing of payment of fees in lieu of development are subject to the requirements of Affordable Housing Resolution 20-07.

11. **Sustainable Development requirements.** All construction of dwelling units within the Final Subdivision shall utilize sustainable site design, development and building practices and otherwise comply with requirements of the SF Zone. Unless otherwise approved in the Final Subdivision plat, in compliance with the current Environmental/ Sustainability Element of the General Plan, each home in the development must receive National Association of Home Builders National Green Building Standards Silver (or higher) Certification (or other Green Building certification as approved by the Planning Commission at the time of the Final Subdivision plat approval) **OR** reach LEED for Homes Silver (or higher) Rating. Green Building Certification and LEED for Homes Silver rating criteria to be used shall be those applicable at the time of building permit application.

In addition to the builder achieving the aforementioned points on the Green Building or LEED for Homes Silver (or higher), certification checklists, in order to achieve water conservation goals, the builder must also either:

- Achieve at a minimum, the Silver Performance Level points within Chapter 8, Water Efficiency, of the National Association of Home Builders National Green Building Standards; **OR**
- Achieve a minimum combined 10 points within the 1) Sustainable Sites (SS 2) Landscaping and 2) Water Efficiency (WE) categories of the LEED for Homes Checklist; **OR**
- Achieve an equivalent water conservation standard applicable at the time of the building permit application.

Points achieved in these resource conservation categories will count towards the overall score. Application for the award certification and plaque commemorating LEED for Homes Silver (or higher) is at the discretion and expense of the Petitioner or individual Lot owner.

12. **Planning Review Fees.** Lot owners of lots within the proposed subdivision shall be responsible for all standard and customary, and generally-applicable planning, building, subdivision and construction inspection fees imposed by the City in accordance with the Park City Land Management Code and the Park City Municipal Code.

13. **Impact and Building Fees.** Lot owners of lots within the proposed subdivision shall be responsible for all standard and customary, and generally-applicable, fees, such as development, impact,

park and recreation land acquisition, building permit and plan check fees due and payable for construction on the Property at the time of application for any building permits. Ownership of water rights shall not change the application of the Impact Fee Ordinance to the Property.

14. **Acceptance of Public Improvements.** Subject to fulfillment of all the conditions of the Subdivision Ordinance and, further, Park City's final approval of the construction of any such public improvements, those water facilities, utilities, fire hydrants, and easements as may be agreed by Parties in connection with the Final Subdivision Plat review and approval process (the "**Public Improvements**"), shall be conveyed and dedicated to the City, for public purposes.

15. **Snow Removal and Storage.** Snow removal from private roads shall be the responsibility of the Property Owners. Park City shall not be obligated to remove snow from private sidewalks unless the sidewalks are classified as part of a community trail system and incorporated into the City wide snow removal program. Public snow storage easements shall be provided along Payday Drive and identified on the Final Subdivision plat to be located within the ten foot (10') public easement described in paragraph 4.

16. **Fiscal Impact Analysis.** The Fiscal Impact Analysis, prepared by Alliance Engineering for the Petitioner dated January 24, 2012 and updated with the revised preliminary subdivision plat prior to the September 26th, 2012 Planning Commission meeting, has been reviewed by the Planning Staff and Planning Commission. The Fiscal Impact Analysis concludes that the Annexation will not result in an overall negative impact on the City or School District. The analysis includes revenue and cost assumptions related to the Annexation and development of the Property, concludes a possible net fiscal gain to the School District is possible, based on the increase in property tax revenue for a mix of primary and secondary homes.

17. **Traffic Mitigation.** A review and analysis of impacts of the development on neighboring streets and major intersections was submitted with the Annexation petition. No mitigation measures are proposed due to the low density and low level of impact of the proposed development on local streets and at major intersections.

18. **Lease Agreement for Use of the PCMC Parcel.** A separate agreement will be entered into by Petitioner and PCMC ("Lease Agreement") for the use of the PCMC Parcel by Petitioner. All use of the PCMC Parcel shall be consistent with the March 24, 2005 Deed of Conservation Easement by and between Park City Municipal Corporation and in favor of Summit Land Conservancy (**Exhibit D**).

19. **Effective Date.** This Annexation Agreement is effective upon recordation of the annexation plat and the filing and recordation of the annexation ordinance, and further, the City provides notice of the recordation to the parties of this Annexation Agreement.

20. **Governing Law; Jurisdiction and Venue.** The laws of the State of Utah shall govern this Annexation Agreement. The City and Petitioner agree that jurisdiction and venue are proper in Summit County.

21. **Real Covenant, Equitable Servitude.** This Annexation Agreement constitutes a real covenant and an equitable servitude on the Property. The terms of this Agreement touch and concern and both benefit and burden the Property. The benefits and burdens of this Agreement run with the land,

and are intended to bind all successors in interest to any portion of the Property. This Agreement, a certified copy of the ordinance approving the Annexation (the "**Annexation Ordinance**"), and the Annexation Plat shall be recorded in the County Recorder's Office of Summit County, Utah.

22. **Assignment.** Neither this Agreement nor any of the provisions, terms or conditions hereof may be assigned to any other party, individual or entity without assigning the rights as well as the responsibilities under this Agreement and without the prior written consent of the City, which consent shall not be unreasonably withheld, conditioned or delayed. Any such request for assignment may be made by letter addressed to the City and the prior written consent of the City may also be evidenced by letter from the City to Petitioner or its successors or assigns; provided that, notwithstanding the foregoing, the City hereby consents to the assignment of the rights and responsibilities, and the benefits, of this Agreement, in whole or in part, upon written notice to the City; and provided that, in connection with and to the extent of any such assignment, Petitioner shall not have any further rights or responsibilities under this Agreement as and to the extent accruing from and after the date of any such assignment.

23. **Compliance with City Code.** Notwithstanding Paragraph 19 of this Agreement, from the time the Park City Council (the "**City Council**") approves of this Agreement and upon completion of the Annexation by recordation of the annexation plat with the County Recorder's Office of Summit County, Utah, the Property shall be subject to compliance with any and all City Codes and Regulations pertaining to the Property.

24. **Full Agreement.** This Agreement, together with the recitals and exhibits attached to this Agreement (which are incorporated in and made a part of this Agreement by this reference), and the written agreements expressly referenced herein, contain the full and complete agreement of the Parties regarding the Annexation of the Property into the City. Only a written instrument signed by all Parties, or their successors or assigns, may amend this Annexation Agreement.

25. **No Joint Venture, Partnership or Third Party Rights.** This Agreement does not create any joint venture, partnership, undertaking or business arrangement among the Parties. Except as otherwise specified herein, this Agreement, the rights and benefits under this Agreement, and the terms or conditions hereof, shall not inure to the benefit of any third party.

26. **Vested Rights.** Subject to the provisions of this Agreement, Petitioner (or its assigns) shall have the right to develop and construct the proposed Subdivision in accordance with the uses, density, and configuration of development approved in the Final Subdivision plat when approved, subject to and in compliance with other applicable ordinances and regulations of Park City.

27. **Nature of Obligations of Petitioner.** Applicant is liable for performance of the obligations imposed under this Agreement only with respect to the portion of property which it owns and shall not have any liability with respect to the portion of the property owned by the City.

28. **Severability.** If any part or provision of this Annexation Agreement shall be determined to be unconstitutional, invalid or unenforceable by a court of competent jurisdiction, then such a decision shall not affect any other part or provision of this Annexation Agreement except that specific provision determined to be unconstitutional, invalid, or enforceable. If any condition, covenant or other

provision of the Annexation Agreement shall be deemed invalid due to its scope or breadth, such provision shall be deemed valid to the extent of the scope or breadth permitted by the law.

IN WITNESS WHEREOF, the parties hereto have executed this Annexation Agreement as of the 4 day of MARCH, 2013.

(Signatures begin on following page)

PARK CITY MUNICIPAL CORPORATION,
A political subdivision of the State of Utah

By: *Dana Williams*
Dana Williams, Mayor

Dated this 4 day of MARCH, 2013.

ATTEST: City Clerk

By: *Janet Scott*
Janet Scott, City Recorder

Dated this 4 day of MARCH, 2013.

APPROVED AS TO FORM:

Mark Daley
Thomas A. Daley, Sr., Deputy City Attorney

Dated this 4 day of MARCH, 2013.



FRANKLIN D. RICHARDS, JR. FAMILY TRUST (DECEMBER 24, 2002), Petitioner

By: *Franklin D. Richards*

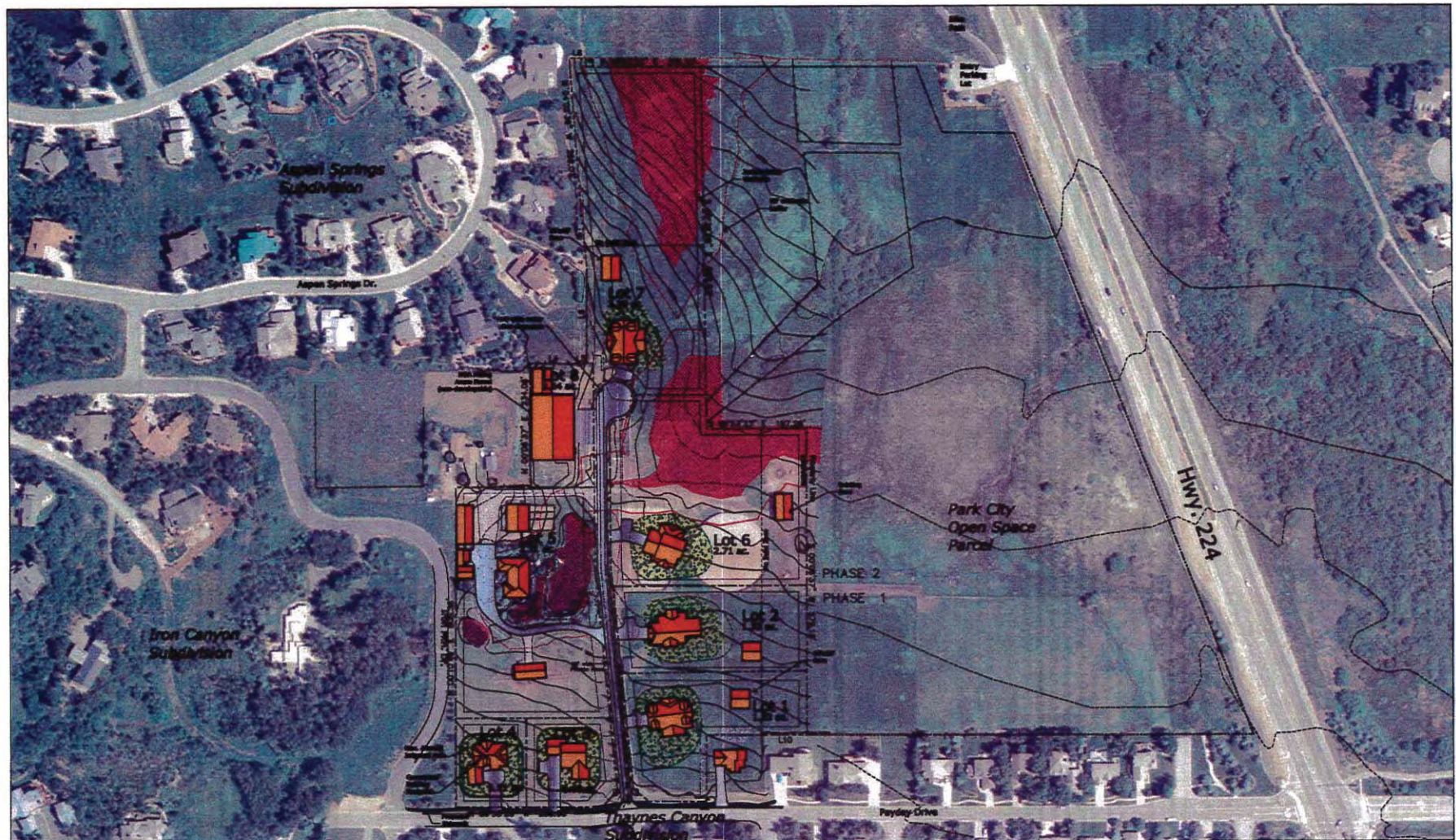
Name: FRANKLIN D. RICHARDS JR.

Dated this 4 day of MARCH, 2013

Acknowledgement (notary)

Exhibits

- A. Annexation Plat
- B. Legal Descriptions
- C. Preliminary Subdivision plat
- D. Deed of Conservation Easement
- E. Water Agreement (recorded separately)
- F. Zoning Map Amendment

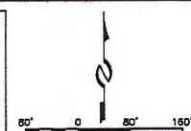
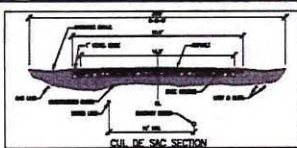


Development Data-Phase 1

Lot	Max. Building Footprint	Min. Building Footprint	Min. Building Setback	Min. Room Size	Min. Distance/ Setback
Lot 1	4,500 SF	7,000 SF	20'	1,300 SF	12,000 SF
Lot 2	4,500 SF	7,000 SF	20'	1,300 SF	12,000 SF
Lot 3	5,000 SF	5,000 SF	20'	1,300 SF	12,000 SF
Lot 4	3,000 SF	5,000 SF	20'	1,300 SF	12,000 SF
Lot 5	4,000 SF	7,000 SF	20'	1,300 SF	12,000 SF
Lot 6	4,000 SF	7,000 SF	20'	1,300 SF	12,000 SF
Lot 7	4,000 SF	7,000 SF	20'	1,300 SF	12,000 SF

Notes

1. No Lots shall be subdivided.
2. Lot 8 is a common lot for the use of the HOA and shall not include a dwelling unit.
3. The final subdivision is subject to the Annexation Agreement.
4. All residences shall be constructed with a UED for Home Silver Rating certificate.



CONSTRUCTIVE CHANGES AND PLANNING SERVICES
222 West Street, P.O. Box 2001, Park City, Utah 84060-2001

STAFF:
STEVE SCHUELER
DATE: 1/8/13

FRANK RICHARDS PROPERTY
CONCEPT SUBDIVISION AND PHASING PLAN
THAYNES CREEK RANCH ESTATES
FOR: Frank Richards
JOB NO.: 6-8-11
FILE: K:\Thaynes Canyon\dev\richards\Subdivision-7 1st.dwg

SHEET
1
OF
1

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

EXHIBIT D
Fee Exempt per Utah Code
Annotated 1953 21-7-2

DEED OF CONSERVATION EASEMENT
Richards Ranch (SR 224)

THIS GRANT DEED OF CONSERVATION EASEMENT is made this 24th day of MARCH, 2005, by and between PARK CITY MUNICIPAL CORPORATION, a Utah municipal corporation having an address of 445 Marsac Avenue, Post Office Box 1480, Park City, UT 84060-1480 ("Grantor"), in favor of the SUMMIT LAND CONSERVANCY, a Utah non-profit corporation having an address of Post Office Box 1775, Park City, UT 84060 ("Grantee").

00730831 BK01688 PG00720-00730

WITNESSETH:

ALAN SPRIGGS, SUMMIT CO RECORDER
2005 MAR 30 10:50 AM FEE \$1.00 BY GGB
REQUEST: PARK CITY MUNICIPAL CORP

WHEREAS, Grantor is the sole owner in fee simple of approximately 20,000 acres (871,200 square feet) of real property located west of SR 224 in Park City, Summit County, Utah, described more particularly at Exhibit A, attached hereto and incorporated herein by reference (the "Property"); and

WHEREAS, the Property possesses natural, scenic, recreational, and visual open space values (collectively, "Conservation Values") of great importance to Grantee, the people of Park City, and the people of the State of Utah which are worthy of protection; and

WHEREAS, the Property is prominently visible from one of Park City's two entry corridors, namely SR 224; and

WHEREAS, the Property's proximity to Aspen Springs, the McPolin Farm, Willow Ranch, and the Huntsman Gateway open spaces is significant as it is part of a continuous corridor of open space on the sensitive SR 224 entry corridor; and

WHEREAS, at a November 3, 1998 special bond election, Park City voters authorized the issuance of general obligation bonds in an amount of ten million dollars for the express purpose of acquiring and forever preserving undeveloped park and recreational land; and

WHEREAS, the Property was purchased by Grantor using proceeds of the November 3, 1998 special bond election; and

WHEREAS, Grantor intends that the conservation values of the Property be preserved and maintained by the continuation of land use patterns, including, without limitation, those relating to visual open space existing at the time of this grant, that do not significantly impair or interfere with those values; and

WHEREAS, Grantor further intends as owner of the Property, to convey to Grantee the right to preserve and protect the conservation values of the Property in perpetuity; and

BK1688 PG0720

WHEREAS, Grantee is a publicly supported, tax-exempt charitable organization qualified under Sections 170(h) and 501(c)(3) of the Internal Revenue Code, whose primary purpose is the preservation, protection, or enhancement of land in its natural, scenic, historical, agricultural, forested, and/or open space condition; and

WHEREAS, Grantee agrees by accepting this grant to honor the intentions of Grantor stated herein and to preserve and protect in perpetuity the conservation values of the Property for the benefit of this generation and the generations to come;

NOW, THEREFORE, in consideration of the above and the mutual covenants, terms, conditions, and restrictions contained herein, which the Parties agree constitute adequate consideration for this agreement, and pursuant to the laws of the State of Utah and in particular Utah Code Annotated, Title 57, Chapter 18, Grantor hereby voluntarily grants and conveys to Grantee a conservation easement in perpetuity over the Property of the nature and character and to the extent hereinafter set forth ("Easement").

1. **Purpose.** It is the purpose of this Easement to assure that the Property will be maintained forever (predominately) in open and recreational use, protecting in perpetuity its scenic, open and undisturbed character and recreational value, and preventing any use of the Property that may significantly impair or interfere with the conservation values of the Property. Grantor intends that this Easement will confine the use of the Property to those activities that are consistent with the purpose of this Easement.

1.1 **Baseline Documentation.** To establish the present condition of the Property's agricultural, natural, scenic, recreational and/or other conservation resources and the Property's manmade features, so as to make possible the proper monitoring of future uses of the Property and to ensure compliance with the terms of this Easement, the Parties may prepare an inventory of the Property's relevant resources, features and conditions.

2. **Rights of Grantee.** To accomplish the purpose of this Easement the following rights are conveyed to Grantee by this Easement:

- a. To reserve and protect the conservation values of the Property;
- b. To enter upon the Property at reasonable times in order to monitor Grantor's compliance with and otherwise enforce the terms of this Easement; provided that such entry shall be upon prior reasonable notice to Grantor, and Grantee shall not unreasonably interfere with Grantor's use and quiet enjoyment of the Property;
- c. To enter upon the Property in the case of an emergency as determined by Grantee, in which event Grantee shall notify Grantor prior to entering onto the Property, if possible, or as soon thereafter as is reasonably practical;
- d. To prevent any activity on or use of the Property that is inconsistent with the purpose of this Easement and to require the restoration of such areas or features of

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the Property that may be damaged by inconsistent activity or use, pursuant to Paragraph 6 herein; and

- e. To enforce this Easement by appropriate legal proceedings, after providing Grantor with reasonable notice and reasonable opportunity to cure.
3. **Prohibited Uses.** Any activity on or use of the Property inconsistent with the purpose of this Easement is prohibited. Without limiting the generality of the foregoing, the following activities and uses are prohibited in perpetuity on the Property:
 - a. Construction of buildings, residences, mobile homes, or other structures, or any other permanent improvements for use for human habitation, constructed or placed in, on, under, or upon the Property; and
 - b. Any unanticipated use or activity on or at the Property which would significantly impair the conservation values of the Property, unless such use or activity is necessary for the protection of the conservation values that are the subject of this Easement, in which case such use or activity shall be subject to the prior approval of Grantee, which approval shall not be unreasonably withheld.
4. **Reserved Rights.** Grantor reserves to itself, and to its successors, and assigns, all rights accruing from their ownership of the Property, including the right to engage in or permit or invite others to engage in all uses of the Property that are not expressly prohibited herein and are not inconsistent with the purpose of this Easement. Without limiting the generality of the foregoing, Grantor expressly reserves the right to:
 - a. Use the Property as undeveloped park and recreational land; and
 - b. Construct related amenities.
5. **Continuous Conservation Reserve Program (CCRP).** Part of the property is presently encumbered by a CCRP contract; dated June 1, 2003. The CCRP is a 15- year USDA - Farm Service Agency contractual agreement for the stream corridor that is enrolled is 180' from the stream embankment and the designated land classification is riparian buffer zone. The parties expressly agree that requirements of the CCRP contract are permitted during the CCRP's effective period. Both parties recognize the contract and will honor its terms for its effective period.
6. **Notice of Intent to Undertake Certain Permitted Actions.** The purpose of requiring Grantor to notify Grantee prior to undertaking certain permitted activities, as provided in Paragraph 4, is to afford Grantee an opportunity to ensure that the activities in question are designed and carried out in a manner consistent with the purpose of this Easement.

BK1688 PC0722

Whenever notice is required, Grantor shall notify Grantee not less than sixty (60) days prior to the date Grantor intends to undertake the activity in question:

- a. in writing; and/or
- b. by electronic notification. Electronic notification is sufficient with proof of receipt.

The notice shall describe the nature, scope, design, location, timetable, and any other material aspect of the proposed activity in sufficient detail to permit Grantee to make an informed judgment as to its consistency with the purpose of this Easement.

6.1 **Grantee's Approval.** Where Grantee's approval is required, as set forth in Paragraph 5, Grantee shall grant or withhold its approval in writing within sixty (60) days of receipt of Grantor's written request therefore. Grantee's approval may be withheld only upon a reasonable determination by Grantee that the action as proposed would be inconsistent with the purpose of this Easement.

7. **Grantee's Remedies.** If Grantee determines that Grantor is in violation of the terms of this Easement or that a violation is threatened, Grantee shall give written notice to Grantor of such violation and demand corrective action sufficient to cure the violation and, where the violation involves injury to the Property resulting from any use or activity inconsistent with the purpose of this Easement, to restore the portion of the Property so injured. Grantee and Grantor agree to mediate any dispute in a timely manner if the issue of a violation is disputed. If mediation is unsuccessful and Grantor fails to cure the violation within thirty (30) days after receipt of notice thereof from Grantee, or under circumstances where the violation cannot reasonably be cured within a thirty (30) day period, fail to begin curing such violation within the thirty (30) day period, or fail to continue diligently to cure such violation until finally cured, Grantee may bring an action at law or in equity in a court of competent jurisdiction to enforce the terms of this Easement, to enjoin the violation, *ex parte* as necessary, by temporary or permanent injunction, to recover any damages to which it may be entitled for violation of the terms of this Easement or injury to any conservation values protected by this Easement, including damages for the loss of scenic, aesthetic, or environmental values, and to require the restoration of the Property to the condition that existed prior to any such injury. Without limiting Grantor's liability therefore, Grantee, in its sole discretion, may apply any damages recovered to the cost of undertaking any corrective action on the Property. If Grantee, in its sole discretion, determines that circumstances require immediate action to prevent or mitigate significant damage to the conservation values of the Property, Grantee may pursue its remedies under this Paragraph without prior notice to Grantor or without waiting for the period provided for cure to expire. Grantee's rights under this Paragraph apply equally in the event of either actual or threatened violations of the terms of this Easement, and Grantor agrees that Grantee's remedies at law for any violation of the terms of this Easement are inadequate and that Grantee shall be entitled to the injunctive relief described in this Paragraph, both prohibitive and mandatory, in

BK1688 PG0723

addition to such other relief to which Grantee may be entitled, including specific performance of the terms of this Easement, without the necessity of proving either actual damages or the inadequacy of otherwise available legal remedies. Grantee's remedies described in this Paragraph shall be cumulative and shall be in addition to all remedies not or hereafter existing at law or in equity. If Grantor prevails in any action to enforce the terms of this Easement, Grantor's costs of suit, including, without limitation, attorneys' fees, shall be borne by Grantee. If Grantee prevails in any action to enforce the terms of this Easement, Grantee's costs of suit, including, without limitation, attorneys' fees, shall be borne by Grantor.

- 7.1 **Grantee's Discretion.** Enforcement of the terms of this Easement shall be at the discretion of Grantee, and any forbearance by Grantee to exercise its rights under this Easement in the event of any breach of any term of this Easement by Grantor shall not be deemed or construed to be a waiver by Grantee of such term or of any subsequent breach of the same or any other term of this Easement or of any right or remedy upon an breach by Grantor shall impair such right or remedy or be construed as a waiver.
- 7.2 **Acts Beyond Grantor's Control.** Nothing contained in this Easement shall be construed to entitle Grantee to bring any action against Grantor for any injury to or change in the Property resulting from causes beyond Grantor's control, including, without limitation, fire, flood, storm, and earth movement, or from any prudent action taken by Grantor under emergency conditions to prevent, abate, or mitigate significant injury to the Property resulting from such causes.
8. **Access.** No right of access by the general public to any portion of the Property is conveyed by this Easement.
9. **Costs and Liabilities.** Grantor retains all responsibilities and shall bear all costs and liabilities of any kind related to the ownership, operation, upkeep, and maintenance of the Property, including the maintenance of adequate comprehensive general liability insurance coverage. Grantor shall keep the Property free of any liens arising out of any work performed for, materials furnished to, or obligations incurred by Grantor.
- 9.1 **Taxes.** Grantor shall pay before delinquency all taxes, assessments, fees, and charges of whatever description levied on or assessed against the Property by competent authority (collectively "taxes"), including any taxes imposed upon, or incurred as a result of, this Easement, and shall furnish Grantee with satisfactory evidence of payment upon request. Grantee is authorized but in no event obligated to make or advance any payment of taxes, upon ten (10) days prior written notice to Grantor, in accordance with any bill, statement, or estimate procured from the appropriate authority, without inquiry into the validity of the taxes or the accuracy of the bill, statement, or estimate procured from the appropriate authority, without inquiry into the validity of the taxes or the accuracy of the bill, statement, or estimate, and the obligation created by such payment shall bear interest until paid by Grantor at the lesser of two (2) percentage points over the prime rate of interest from time to time charged by Zion's Bank or the maximum rate allowed by law.

9.2 **Hold Harmless.** Grantor shall hold harmless, indemnify, and defend Grantee and its members, directors, officers, employees, agents, and contractors (collectively "Indemnified Parties") from and against all liabilities, penalties, costs, losses, damages, expenses, causes of action, claims, demands or judgments, including, without limitation, reasonable attorneys' fees arising from or in any connection with: (1) injury to or the death of any person, or physical damage to any property, resulting from any act, omission, condition, or other matter related to or occurring on or about the Property, unless due solely to the negligence of any of the Indemnified Parties; (2) the obligations specified in Paragraphs 9 and 9.1; and (3) the existence or administration of this Easement.

10. **Extinguishment.** Grantee shall not voluntarily or willingly allow the extinguishment of any of the restrictions of this Easement, and if any or all of the restrictions of this Easement are nevertheless extinguished by a judicial or other governmental proceeding, any and all compensation received by Grantee as a result of the extinguishment shall be used by Grantee in a manner consistent with the conservation purposes of this Easement.

10.1 **Condemnation.** If the Easement is taken, in whole or in part, by exercise of the power of eminent domain, Grantee shall be entitled to compensation in accordance with applicable law.

10.2 **Amendment.** This Easement, including the prohibited uses and reserved rights, may be modified only by mutual written agreement of Grantor and Grantee. No amendment shall be made that will adversely affect the status of this Easement as a qualified conservation easement pursuant to Title 57, Chapter 18 of the Utah Code, nor Grantee's status as a publicly supported, tax-exempt charitable organization qualified under Sections 170(h) and 501(c)(3) of the Internal Revenue Code and applicable laws of the state of Utah. Any such amendment shall be consistent with the stated purposes of this Easement, shall not affect its perpetual duration, and shall not permit any impairment of the significant conservation values of the Property. Any such amendment shall be filed in the office of the Summit County Recorder.

11. **Transfer of Easement.** If Grantee determines that it no longer is able to perform its obligations or enforce its rights under this Easement, or that it no longer desires to enforce said rights, or if Grantee ceases to exist, or is otherwise prevented from enforcing its rights under this Easement, or if Grantee no longer qualifies as a qualified organization under Section 170(h) of the Internal Revenue Code of 1954, as amended (or any successor provision then applicable), Grantee may convey its rights and obligations under this Easement only to an organization that is a qualified organization at the time of transfer under Section 170(h) of the Internal Revenue Code of 1954, as amended (or any successor provision then applicable), and the applicable regulations promulgated thereunder, and authorized to acquire and hold conservation easements under State statute. Grantee shall require that the conservation purposes that this grant is intended to advance continue to be carried out. Grantee is hereby expressly prohibited from subsequently transferring the Easement, under any circumstances and whether or not for consideration, unless:

BK1688 PG0725

- a. Grantee, as a condition precedent of the transfer, requires that the conservation purposes which this Easement is intended to advance continue to be carried out;
 - b. The transferee is an organization qualifying at the time of transfer as eligible under Paragraph 170(h) of the Internal Revenue Code of 1954, as amended (or any successor provision then applicable) and regulations promulgated thereunder; and
 - c. Grantor and/or its successor in interest, at its sole discretion, either selected the transferee or consents in writing to the transfer.
12. **Grantor Transfer of Interest.** Grantor agrees to incorporate the terms of this Easement in any deed or other legal instrument by which he divests himself of any interest in all or a portion of the Property, including, without limitation, a leasehold interest. Grantor further agrees to give written notice to Grantee of the transfer of any interest at least twenty (20) days prior to the date of such transfer. The failure of Grantor to perform any act required by this Paragraph shall not impair the validity of this Easement or limit its enforceability in any way.
13. **Estoppel Certificates.** Upon request by Grantor, Grantee shall within twenty (20) days execute and deliver to Grantor any document, including an estoppel certificate, which certifies Grantor's compliance with any obligation of Grantor contained in this Easement and otherwise evidences the status of this Easement as may be requested by Grantor.
14. **Notices.** Any notice, demand, request, consent, approval, or communication that either party desires or is required to give to the other shall be in writing and either served personally or sent by first class mail, postage prepaid, addressed as follows (or to such other address as either party from time to time shall designate by written notice to the other):
- To Grantee: **SUMMIT LAND CONSERVANCY**
Attn: Executive Director
Post Office Box 1775
Park City, UT 84060
- To Grantor: **PARK CITY MUNICIPAL CORPORATION**
Attn: City Recorder
445 Marsac Avenue
Post Office Box 1480
Park City UT 84060-1480
15. **Recordation.** Grantee shall record this instrument in timely fashion in the official records of Summit County, Utah, and may re-record it at any time as may be required to preserve its rights in this Easement.

BK1688 PC0726

16. General Provisions.

- a. Controlling Law. The laws of the state of Utah shall govern the interpretation and performance of this Easement.
- b. Liberal Construction. Any general rule of construction to the contrary notwithstanding this Easement shall be liberally construed in favor of the grant to affect the purpose of this Easement and the policy and purposes of Utah statute. If any provision in this instrument is found to be ambiguous, an interpretation consistent with the purpose of this Easement that would render the provision valid shall be favored over any interpretation that would render it invalid.
- c. Severability. If any provision of this Easement, or the application thereof to any person or circumstance, is found to be invalid, the remainder of the provisions of this Easement, or the application of such provision to persons or circumstances other than those as to which it is found to be invalid, as the case may be, shall not be affected thereby.
- d. Entire Agreement. This instrument sets forth the entire agreement of the parties with respect to the Easement and supersedes all prior discussions, negotiations, understandings, or agreements relating to the Easement, all of which are merged herein.
- e. No Forfeiture. Nothing contained herein will result in the forfeiture or reversion of Grantor's title in any respect.
- f. Joint Obligation. If more than one person or entity is the successor or assign of Grantor, the obligations imposed by this Easement upon Grantor shall be jointly and severally binding on each such person or entity.
- g. Successors. The covenants, terms, conditions, and restrictions of this Easement shall be binding upon, and inure to the benefit of, the parties hereto and their respective personal representatives, heirs, successors, and assigns and shall continue as a servitude running in perpetuity with the Property.
- h. Termination of Rights and Obligations. A party's rights and obligations under this Easement terminate upon transfer of the party's interest in the Easement or Property, except that ability for acts or omissions occurring prior to transfer shall survive transfer.
- i. Captions. The captions in this instrument have been inserted solely for convenience of reference and are not a part of this instrument and shall have no effect upon construction of interpretation.

BK1688 PG0727

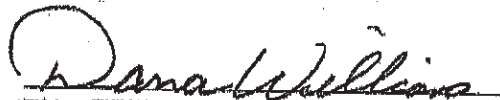
- j. Counterparts. The parties may execute this instrument in two or more counterparts, which shall, in the aggregate, be signed by both parties; each counterpart shall be deemed an original instrument as against any party who has signed it. In the event of any disparity between the counterparts produced, the recorded counterpart shall be controlling.

TO HAVE AND TO HOLD unto Grantee, its successors, and assigns forever.

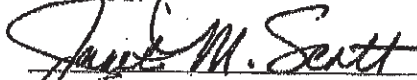
IN WITNESS WHEREOF Grantor and Grantee have set their hands on the day and year first above written.

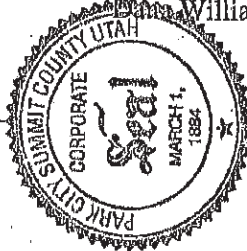
GRANTOR:

PARK CITY MUNICIPAL CORPORATION

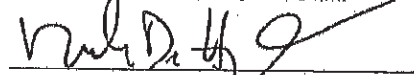

Dana Williams, Mayor

ATTEST:


Janet M. Scott, City Recorder



APPROVED AS TO FORM:


Mark D. Harrington, City Attorney

GRANTEE:

SUMMIT LAND CONSERVANCY

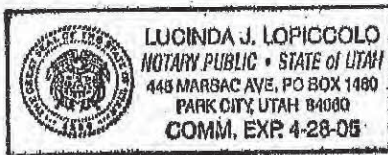

Jennifer Guetschow, Executive Director

BK1688 PG0723

Corporate Acknowledgment

STATE OF UTAH)
) ss.
COUNTY OF SUMMIT)

On this 24th day of MARCH, 2005, personally appeared before me Jennifer Guetschow, whose identity is personally known to me/or proved to me on the basis of satisfactory evidence and who by me duly sworn (or affirmed), did say that she is the Executive Director of the SUMMIT LAND CONSERVANCY by Authority of its Bylaws/Resolution of its Board of Directors, and acknowledged to me that said corporation executed the same.



Lucinda J. Lopigolo
Notary Public

BK1688 PG0729

EXHIBIT A

Beginning at a point West 2403.70 feet, and North 655.95 feet from the Southeast Corner of Section 5, Township 2 South, Range 4 East, Salt Lake Base and Meridian; and running Thence East 187.26 feet; thence South 577.14 feet to the North line of Thaynes Creek Ranch Subdivisions as recorded; thence East along said North line 831.89 feet to the West line of State Highway U-244; thence North $21^{\circ}12'$ West along said West line 1351.47 feet; thence West 539.30 feet; thence South $0^{\circ}44'37''$ East 682.93 feet to the point of beginning;

TOGETHER WITH all of the right, title and interest of Grantor in the right of use in and to 8.34% of the irrigation portion of the water and water rights included in the Weber River Decree Award No. 458 being sufficient water for the irrigation of 3.33 acres, or 10 acre feet, heretofore used for the irrigation of the above described lands, reserving unto the Grantor all remaining rights of the Grantor in and to the use of the water evidenced by the said Award No. 458.

SS 104-1-E

PCA 104-1-BY

Excepting all area within 180 feet of the stream embankment covered in the CCRP Agreement.

Subject to all matters of record.

BK1688 PG0730

SPECIAL WARRANTY DEED

(Richards Property)

THE TRUST FOR PUBLIC LAND, a nonprofit California public benefit corporation, authorized to do business in Utah as TPL-Utah, whose principal business address is 116 New Montgomery, San Francisco, CA 94105 ("Grantor"), hereby CONVEYS AND WARRANTS against the Acts of the Grantor only to PARK CITY MUNICIPAL CORPORATION, a municipal corporation and political subdivision of the State of Utah ("Grantee") for the sum of TEN DOLLARS and other good and valuable consideration the following described tract of land in Summit County, State of Utah, to wit:

Beginning at a point West 2403.70 feet and North 655.95 feet from the Southeast Corner of Section 5, Township 2 South, Range 4 East, Salt Lake Base and Meridian, and running thence East 187.26 feet; thence South 577.14 feet to the North line of Thaynes Creek Ranch Subdivisions as recorded; then East along said North line 831.89 feet to the West line of State Highway U-224; thence North 21° 12' West along said West line 1351.47 feet; thence West 539.30 feet; thence South 0° 44' 37" East 682.93 feet to the point of beginning ("Property");

Together with all of the right, title and interest of Grantor in the right to use in and to 8.34% of the irrigation portion of the water and water rights included in the Weber River Decree Award No: 458 being sufficient water for the irrigation of 3.33 acres, or 10 acre feet, heretofore used for the irrigation of the above described lands, being all of Grantor's water rights received from its predecessor in interest.

SUBJECT TO the covenant that the Property shall be restricted in perpetuity to use as undeveloped park and recreational land and amenities.

SUBJECT TO all easements, covenants, restrictions, rights of way and reservations appearing of record as set forth in Exhibit "A" attached hereto, and taxes for the year 1999 and thereafter.

IN WITNESS WHEREOF, the Grantor has caused its corporate name to be hereunto affixed by its duly authorized officers this 27 day of August, 1999.

THE TRUST FOR PUBLIC LAND

By: *Ted O. Harrison*

Name: *Ted O. Harrison*

Title: *Vice President*

WARRANTY DEED - Page 1

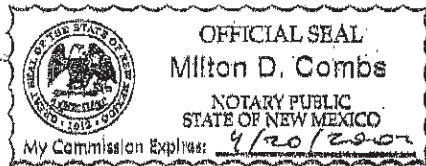
00547538 5x01285 P601140-01142
9-1600
ALAN SPRIGGS: SUMMIT CO RECORDER
1999 AUG 31 09:20 AM FEE \$14.00 BY DMC
REQUEST: FIRST AMERICAN TITLE CO UTAH

aug -> 99-08275

ACKNOWLEDGMENT

STATE OF NEW MEXICO)
) ss.
COUNTY OF SANTA FE)

This instrument was acknowledged before me on August 27, 1999, by TEP.O. HARRISON, the VICE PRESIDENT of The Trust for Public Land, a nonprofit California public benefit corporation, on behalf of said corporation.



[Signature]
Notary Public

My Commission Expires:

4/20/2002
(SEAL)

00547638 Bk01235 Pg01141

EXHIBIT D



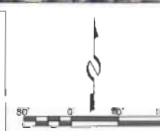
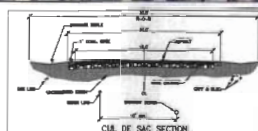
Development Data-Phase 1

Lot	Max. Building Footprint*	Max. Building S.F.	Max. Building S.F.	Max. Open Space*	Max. Open Space S.F.	Max. Open Space S.F.
Lot 1	4,150 SF	1,400 SF	30'	1,300 SF	12,000 SF	12,000 SF
Lot 2	4,150 SF	7,400 SF	30'	1,300 SF	12,000 SF	12,000 SF
Lot 3	3,900 SF	5,000 SF	30'	1,300 SF	12,000 SF	12,000 SF
Lot 4	3,900 SF	5,000 SF	30'	1,300 SF	12,000 SF	12,000 SF
Lot 5	4,900 SF	7,500 SF	30'	1,300 SF	12,000 SF	12,000 SF
Lot 6	4,900 SF	7,500 SF	30'	1,300 SF	12,000 SF	12,000 SF
Lot 7	4,900 SF	7,500 SF	30'	1,300 SF	12,000 SF	12,000 SF

Max. Building Footprint does not exceed 10% of the total lot area.

Notes

1. No Lots shall be subdivided.
2. Lot 8 is a common lot for the use of the HOA and shall not include a dwelling unit.
3. The final subdivision is subject to the Annexation Agreement.
4. All residences shall be constructed with a LED for Homeless Shelter Rating Certificate.

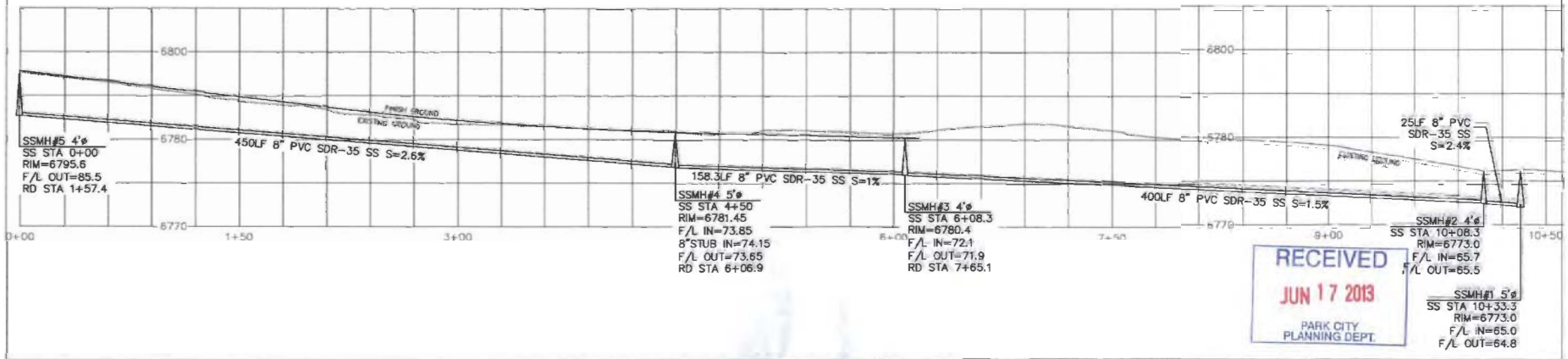
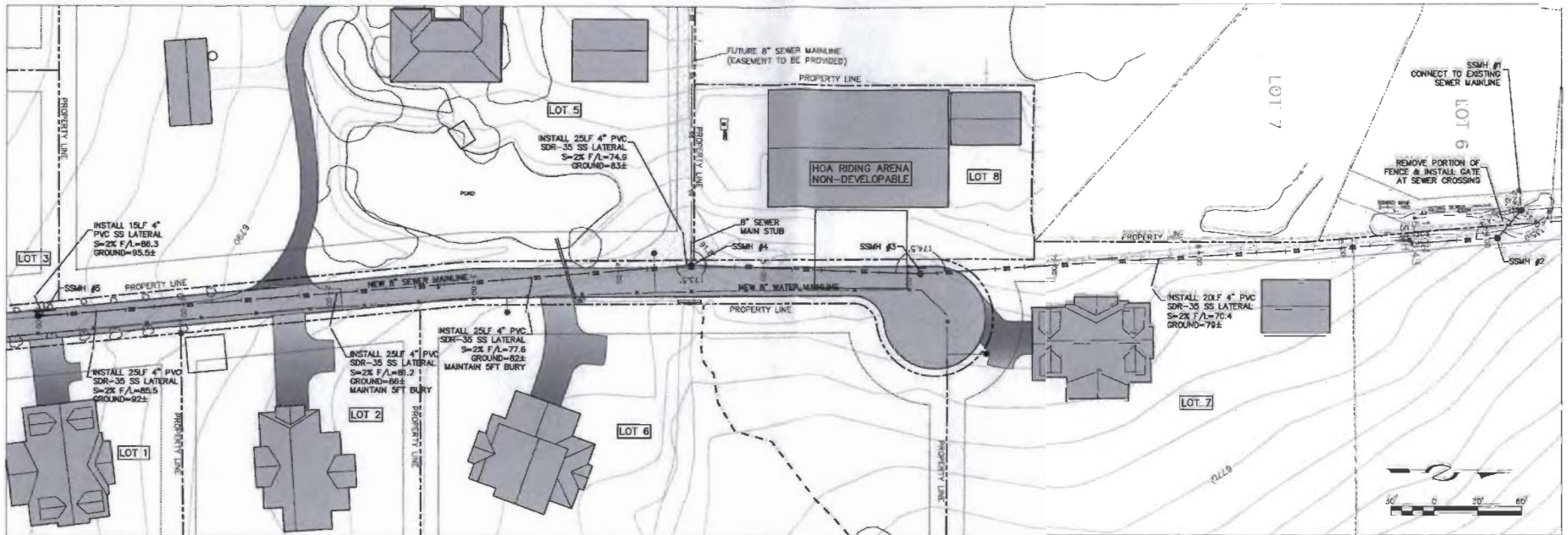


STAFF: STEVE SCHULLER	FRANK RICHARDS PROPERTY CONCEPT SUBDIVISION AND PHASING PLAN THAYNES CREEK RANCH ESTATES	SHEET 1 OF 1
DATE: 1/9/13	FOR: Frank Richards JOB NO. 14-0-11 FILE: K:\Thaynes Canyon\eng\richards\Subdivision-7 lot.dwg	

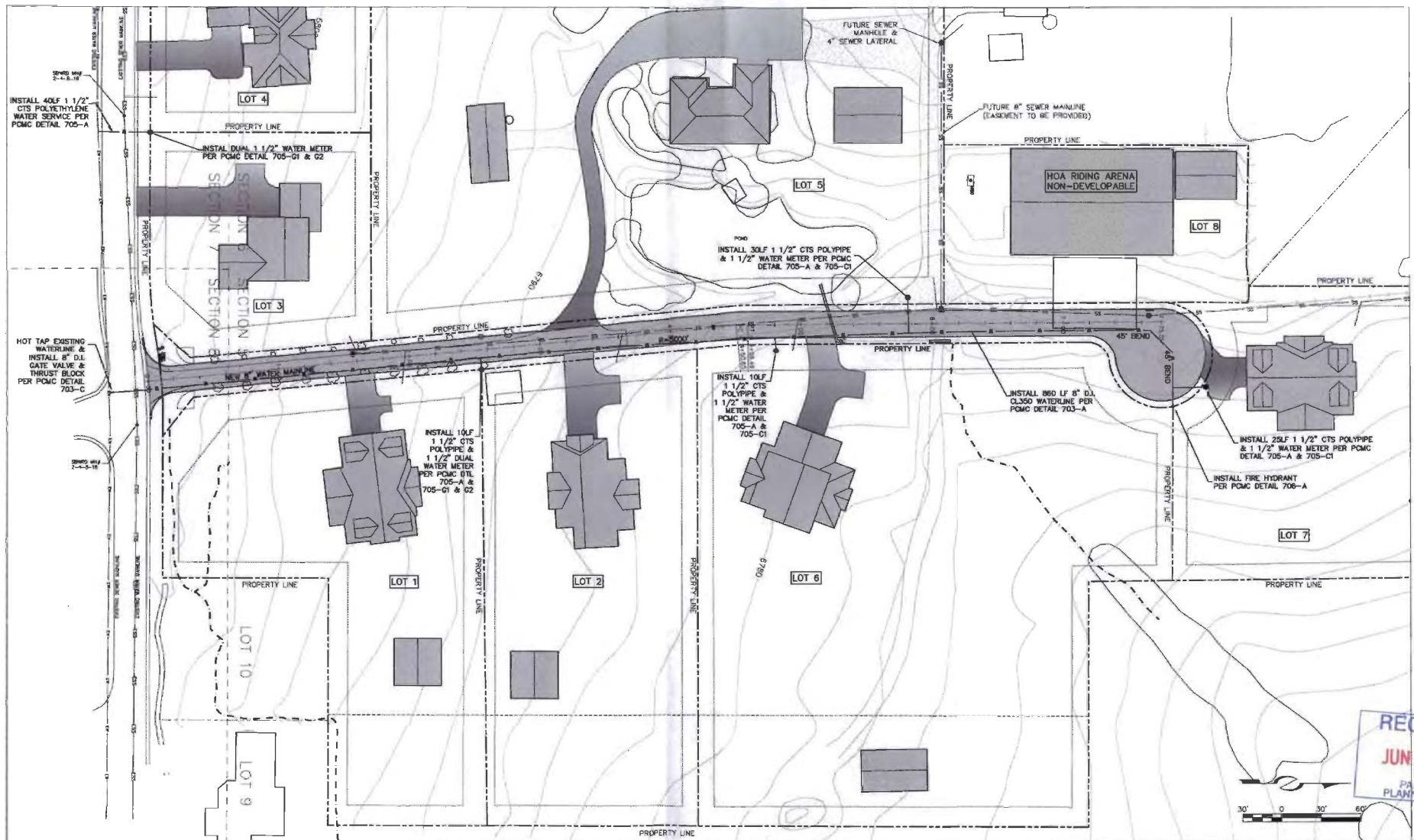
EXHIBIT E

Exhibit H - House Size Comparison in the Neighborhood

Subdivision	Lot sizes	Floor Area/Foot print	Garage	Total Area	Height
Thayne's Creek Ranch II	0.31 acre	3,400 sf- not including garage	600 sf	4,000 sf	28' plus 5' for pitched roof
Thayne's Small	0.20 acre	Not restricted	n/a	Not restricted (approx. 3,000 sf)	28' plus 5' for pitched roof
Thayne's Canyon	0.18- 0.25 acre	Not restricted	n/a	Not restricted (listings range from 2,750 sf to 7,500 sf)	28' plus 5'
Iron Canyon	0.40 to 5.5 acres	Not restricted - 4,000 sf footprint	included	8,000 sf (footprint x 2)	28' plus 5'
Aspen Springs	0.35 to 0.80	5,500 sf	500 sf	6,000 sf	28' plus 5' (some restricted to 30' total ht to ridge)
	4.82 acres ranch lot 1	8,000 sf	500 sf	8,500 sf	
Richards Lots 1 and 2	1.29 acres	4,200 sf footprint	included	6,250 sf	28' max
Richards Lots 3 and 4	0.51 and 0.63 acre	4,000 sf footprint	included	6,000 sf	28' max
Richards 5 and 6	2.69 and 3.48 acres	4,200 sf	included	6,500 sf	28' max



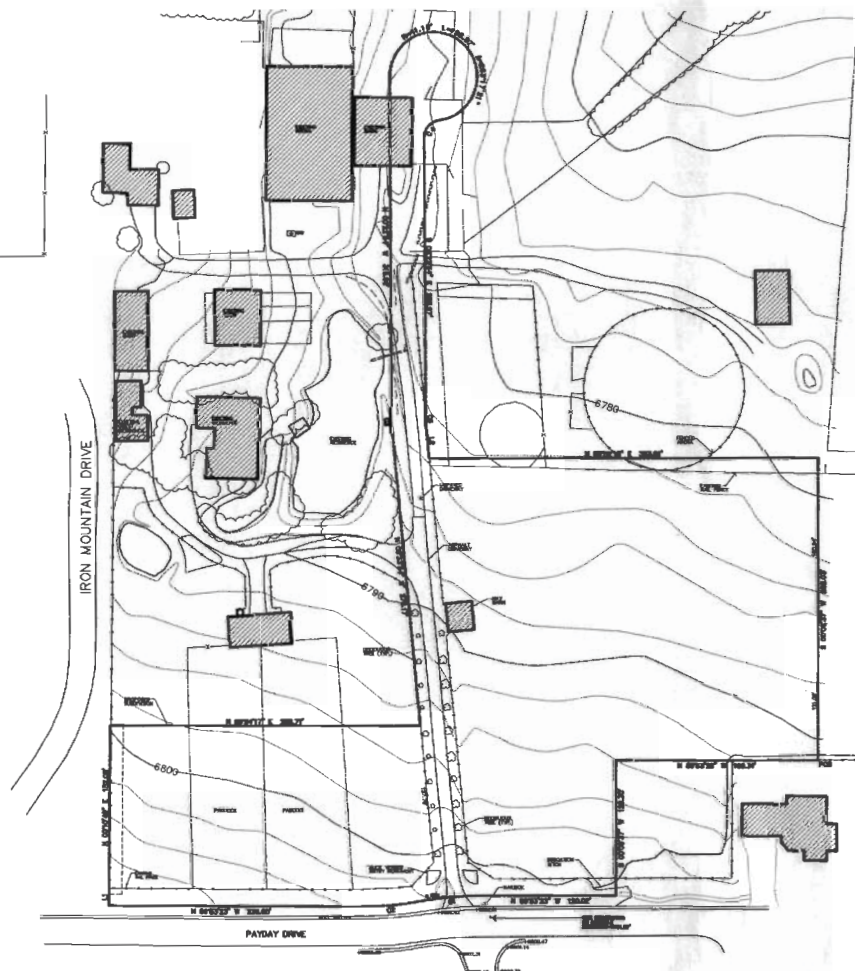
 CONSULTING ENGINEER LAND SURVEYOR 100 West Street, 210 West Park, Park City, Utah 84060-2000	(313) 644-3447	STAFF: MICHAEL SCHROEDER STEVE SCHUELER	RICHARDS SUBDIVISION SEWER DESIGN PLAN & PROFILE	SHEET 2 OF 4
	DATE: 6/15/15	FOR: FRANK REHARZ	FILE: K:\THAMES CANYON SPA\DWG\RICHARDS\10A-CR\RICHARDS-DESIGN.DWG	



RECEIVED
JUN 17 2013
PARK CITY
PLANNING DEPT.



 CONSULTING ENGINEERS LAND PLANNERS SURVEYORS 202 MAIN STREET, F.O. BOX 2009, PARK CITY, UTAH 84002-0009	STAFF: MICHAEL SCHWARTZ STEVE SCHULLER DATE: 6/10/13	RICHARDS SUBDIVISION WATER DESIGN PLAN & PROFILE FOR: FRANK RICHARDS JOB NO.: 8-3-11 FILE: KATHYANES CANYON SPN.DWG\RICHARDS\LEA-CP\RICHARDS-DESIGN.DWG	SHEET 3 OF 4
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SURVEYOR'S CERTIFICATE

I, Martin A. Marten, do hereby certify that I am a registered land surveyor and that I hold certificate no. 4835736 as prescribed under the laws of the State of Utah. I further certify that a topographic survey has been made under my direction of the lands shown and described herein. I further certify that this topographic survey is a correct representation of the land surveyed at the time the field work was completed and is in compliance with generally accepted industry standards for accuracy.

NOTES

1. Site boundary/lottery lines match. Location=6801.87
2. See record of survey plat for easements and restrictions.
3. This topographic map is based on a field survey performed on October 10, 2011.
4. The architect is responsible for verifying building methods, zoning requirements and building heights.



LINE	BEARING	DISTANCE
L1	N 00°00'40" E	15.85
L2	S 05°23'04" E	21.87

CURVE	RADIUS	LENGTH	DELTA
C1	342.30	63.37	167°00'
C2	202.80	33.59	107°00'
C3	116.00	19.59	067°00'
C4	16.74	22.88	181°28'
C5	84.00	7.80	081°00'



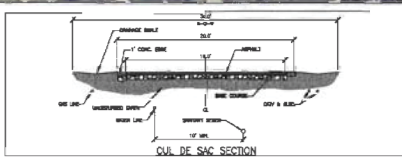
 (435) 648-0467 CONSULTING ENGINEERS LAND PLANNERS SURVEYORS 201 Main Street, P.O. Box 2001, Park City, Utah 84060-2001	STAFF: MARSHALL BOND BLAKE MYERS MATTY MORRISON STEVE SCHUELLER	EXISTING CONDITIONS SURVEY RICHARDS FARM 510 PAYDAY DRIVE FOR: FRANK RICHARDS JOB# MO-1 0-9-11 FILE# X:\Thyrsen\Compton-spr\dwg\lev\topo\X-0-9-12.dwg	SHEET 1 OF 1
	DATE: 7/3/12		



Development Data-Phase 1

Lot	Max. Building Footprint	Max. Building Size*	Max. Bann Size	Max. Disturb/Landscaping
Lot 1	4,150 SF	7,400 SF	1,300 SF	12,000 SF
Lot 2	4,150 SF	7,400 SF	1,300 SF	12,000 SF
Lot 3	3,900 SF	5,000 SF	1,000 SF	10,000 SF
Lot 4	3,900 SF	5,000 SF	1,000 SF	10,000 SF
Lot 5	4,900 SF	7,500 SF	1,300 SF	12,000 SF
Lot 6	4,900 SF	7,500 SF	1,300 SF	12,000 SF
Lot 7	4,900 SF	7,500 SF	1,300 SF	12,000 SF

*Includes 900 garage



CONSULTING ENGINEER AND LAND PLANNER SURVEYOR 222 Main Street, P.O. Box 2001, Park City, UT 84060-2001	(435) 849-8187 STAFF: STEVE SCHULER	FRANK RICHARDS PROPERTY CONCEPT SUBDIVISION AND PHASING PLAN THAYNES CREEK RANCH ESTATES FOR: Frank Richards JOB NO.: E-2-11 FILE: X:\Thaynes Canyon\cwg\richr04\Subdiv\01-7 lot.dwg	SHEET 1 OF 1
	DATE: 1/8/13	Fencing Plan	



CONSULTING ENGINEERS LAND PLANNERS SURVEYORS
323 Main Street P.O. Box 2564 Park City Utah 84060-2564

DATE: 3/1/12

FOR:
JOB NO.: 8-9-11
FILE: X:\Thaynes Canyon\dwg\richards\base.dwg

84



 CONSULTING ENGINEERS (LAND PLANNERS SURVEYORS) 222 Main Street, P.O. Box 2004, Park City, Utah 84060-2004	STAFF: STEVE SCHUELER	FENCING IMAGES 510 PAYDAY AVE. RICHARDS PARCEL FOR: JOB NO.: 6-9-11 FILE: X:\Thomson Canyon\dwg\richards\bcsw.dwg	SHEET 1 OF 1
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EXHIBIT H

PARK CITY MUNICIPAL CORPORATION
PLANNING COMMISSION MEETING MINUTES
COUNCIL CHAMBERS
MARSAC MUNICIPAL BUILDING
SEPTEMBER 11, 2013

COMMISSIONERS IN ATTENDANCE:

Vice-Chair Thomas, Brooke Hontz, Stewart Gross, Charlie Wintzer

EX OFFICIO:

Thomas Eddington, Planning Director; Kayla Sintz, Planning Manager, Kirsten Whetstone, Planner;
Francisco Astorga, Planner; Polly Samuels McLean, Assistant City Attorney

=====

REGULAR MEETING

ROLL CALL

Vice-Chair Thomas called the meeting to order at 5:35 p.m. and noted that all Commissioners were present except for Commissioners Savage, Strachan and Worel. With four members the Planning Commission had a quorum to conduct business.

ADOPTION OF MINUTES

August 28, 2013

MOTION: Commissioner Gross moved to APPROVE the Minutes of August 28, 2013 as written. Commissioner Hontz seconded the motion.

VOTE: The motion passed unanimously.

PUBLIC INPUT

There were no comments.

STAFF/COMMISSIONER COMMUNICATIONS AND DISCLOSURES

Director Eddington reported that Matt Evans completed his contract with the City at the end of August and he had moved on. He welcomed Christy Alexander and Ryan Wassum to the Planning Department.

Director Eddington reminded the Commissioners that the City Tour was scheduled for Wednesday through Sunday of the following week. He noted that some of the Planning Department Staff would be out of the office on those days.

REGULAR AGENDA - DISCUSSION/PUBLIC HEARINGS/ POSSIBLE ACTION

1. 510 Payday Drive – Plat Amendment
(Application #PL-13-01945)

Planner Kirsten Whetstone reviewed the request for a subdivision plat for the first four lots of the subdivision called Thaynes Creek Ranch Estates, which is the first phase of the Richards Annexation and the preliminary plat that was approved earlier this year with the annexation.

Planner Whetstone handed out a revised exhibit. She noted that the plat and the plat notes were the same. The only difference was a change in the barn location.

Planner Whetstone noted that the application was a request for approval of the final subdivision for the first phase of the Thaynes Creek Ranch Estates consisting of four single family lots on four acre lots. The lots are accessed off of a private street that accesses off of the north side of Payday Drive located off of SR224 at the north part of town. Lots 1, 3 and 4 have frontage on Payday Drive. Lots 1, 2 and 3 also have frontage on Country Lane, formerly known as Richards Court.

Planner Whetstone reported that the Richards annexation was approved earlier this year for the 13.75 acre parcel. The zoning is single family. This request was the first phase of the subdivision. The Staff had conducted an analysis of the land use and density. The maximum building footprints were identified on the plat. The larger lots, Lots 1 and 2, back up to the City Open space with a building footprint of 4150 square feet. The smaller lots on Payday Drive have a footprint of 3900 square feet. Planner Whetstone stated that language in the CC&Rs require that the second story can be no larger than 60% of the main level. That requirement was memorialized as a plat note since the City does not enforce CC&Rs. The maximum footprints were also included as a plat note.

Planner Whetstone stated that the barns are consistent with preliminary plat with a 1300 square foot footprint on the larger lots. She noted that the Fire District had requested a plat note limiting the size of the barn to restrict the internal floor area of the barns to 1200 square feet. She clarified that the size of the barns remained the same, but the applicant was proposing to place them in a different location. Planner Whetstone noted that the 1200 square foot limitation was based on meeting the Fire Code. She noted that the maximum building footprint was to be determined at the time of the final plat as discussed during the preliminary plat process. The maximum limits of disturbance area had been identified in plat notes with the maximum irrigated area for Lots 1 and 2 at 16,000 square feet. The maximum irrigated area for Lots 3 and 4 was 10,000 square feet. The total area that could be disturbed, including all irrigated landscaping, barns, patios, hardscape, driveway, and building footprint for Lots 1 and 2 was 45% of the lot area and 75% of the lot area for Lots 3 and 4. Planner Whetstone noted that the plat requires an extension of the sidewalk on the north side of Payday over to Iron Canyon Drive to provide access to the Park. Affordable housing is required to be satisfied prior to issuance of the first certificate of occupancy. That has been identified in the Annexation Agreement as .9 AUEs and it would be resolved with the Housing Authority.

Planner Whetstone remarked that additional items that were requirements of the annexation agreement were memorialized and transferred from the conditions of approval in the draft ordinance.

The Staff recommended that the Planning Commission conduct a public hearing and consider forwarding a positive recommendation to the City Council on the four lot final subdivision plat of the Thaynes Creek Ranch Estates Phase One, based on the findings of fact, conclusions of law and

conditions of approval outlined in the draft ordinance, with an additional condition of approval regarding the maximum interior area of a barn.

Steve Schueller with Alliance Engineering stated that the applicant was comfortable with the square footage that Planner Whetstone reported. However, they questioned whether it made sense to formalize the barn location on the plat without knowing the architecture for individual residents. Mr. Schueller understood that the barn needs to be 75' feet away from an existing residence, and he believed that restriction was sufficient to address any future development and impacts to the existing neighborhood; as opposed to formalizing a location on the plat.

Vice-Chair Thomas asked if Mr. Schueller was suggesting a flexible envelope. Frank Richards, the applicant, replied that he would like a flexible envelope. Planner Whetstone explained that it was moved further north in an effort to address the concerns of a potential lot owner of Lot 2. He expressed a desire to move the envelope to the north so he could utilize his common access easement between Lots 2 and 6. If that occurred, he would not need an additional driveway back to the barn.

Mr. Richards acknowledged that it was the preference of the potential owner of Lot 2. However, there was not a potential buyer for Lot 1 and he was uncomfortable restricting a future buyer from putting his house and barn where he wanted. Mr. Richards agreed with the building envelopes, but he did not agree with telling a property owner where he had to locate his house on his lot because it affects the marketability. He noted that the lots are 1.25 acres and the structures could be located in a number of different locations on the lot. Mr. Richards requested that the Planning Commission allow some flexibility for locating the barn and the house as long as it stays within the building envelope.

Commissioner Wintzer asked if a building envelope was identified on the plan. Mr. Schueller replied that there was not a house envelope at this time. Vice-Chair Thomas pointed out that there were setbacks and the no-build zone with regard to the house, as well as a 75' separation between the house and the barn.

Commissioner Wintzer referred to the conditions of approval from the January 9th meeting, which stated that the Planning Commission would identify building locations, barn locations, utility locations and the location of driveways and service roads to barns. He understood that would all be approved on the plot plan; however, the applicant was asking that those locations not be identified. Planner Whetstone stated that Lots 3 and 4 were relatively small and there was a standard setback that was no longer being identified. Instead, they were identifying the maximum building footprint and a maximum disturbance area, and leaving the location to the applicant. On Lots 1 and 2 the 80' no-build zone was identified and they attempted to identify the barn location until Lot 2 requested that it be moved further to the north. The Staff thought the barn on Lot 1 should also be located on the north property line. Planner Whetstone clarified that there was not an identified building pad on the lots.

Commissioner Wintzer reiterated that the annexation was approved with a condition of approval stating that it would all be identified on the final plat. Planner Whetstone stated that the Staff could go back and do that, but they did not believe it was necessary since there were no wetlands.

Commissioner Wintzer stated that his only concern was that without a topo he was unable to determine whether or not the buildings would be located in the middle of a view corridor. He would not care about location if he could be certain that placement of the buildings would not affect the view corridor. Planner Whetstone recalled that the Planning Commission wanted the buildings as close to the private driveway as possible. She noted that the Staff report identifies maximum widths and lengths to get the houses as close to the private driveway as possible. The 80' no-build zone is the buffer area that was agreed to at the time of the preliminary. Planner Whetstone clarified that it was not a requirement and the Planning Commission left it open to discussion at the final plat process.

Commissioner Hontz noted that page 22 of the Staff report references historical and cultural resources. If the wetlands were delineated, she thought a cultural resources study was a requirement of the permitting process. Mr. Richards stated that a cultural study had already been done. Planner Whetstone stated that the Planning Department had a copy of the study. Mr. Richards pointed out that there were no wetlands on Lots 1, 2, 3, and 4. The remaining two lots have wetlands.

Vice-Chair Thomas opened the public hearing.

There were not comments.

Vice-Chair Thomas closed the public hearing.

Vice-Chair Thomas was comfortable having a flexible bubble for the barn location because it allows for better design. He thought the no-build zone and the separation between the barn and the houses were sufficient.

In response to Commissioner Wintzer, Director Eddington pointed out that the conditions of approval for the annexation indicated a building pad for the barn, but not for the house. If the Planning Commission chooses to allow more flexibility, they need to be clear that it was based on a review of Condition #14 of the annexation approval.

Commissioner Wintzer asked if the conditions were approved by the Planning Commission or the City Council. Director Eddington replied that the conditions were ultimately approved by the City Council and recorded. Commissioner Wintzer clarified that his comment was taken from the Planning Commission minutes and their approval. Director Eddington noted that the condition in the Planning Commission minutes indicated a building pad. However, the conditions in the ordinance that were recorded after the City Council approval did not include the building pad. It was possible that it was changed at the City Council level.

Vice-Chair Thomas reiterated his preference to allow flexibility for locating the buildings. With the restrictions on length and width of the driveway, the house would be pulled closer to the street. He believed flexibility would allow for a better custom designed project.

Vice-Chair understood that Mr. Richards had contemplated combining Lots 3 and 4. Mr. Richards replied that it was originally talked about, but Lot 3 was sold and the owner only wanted a half acre. The lot combination was no longer necessary.

Planner Whetstone read plat note 4, "In the event that lots 3 and 4 are combined, the maximum building footprint allowed shall be consistent with the maximum building footprint of Lots 1 and 2." Vice-Chair Thomas suggested that they strike that clause. Assistant City Attorney McLean recommended that the language be left in to address a future possibility. Vice-Chair Thomas stated that if the language is left, he wanted to address the issue of what typically happens when lots are combined and how they reduce the footprint proportionately from 2.0 to 1.5. Planner Whetstone agreed that it was 150% of the average footprint of the two lots. Vice-Chair Thomas pointed out that combining the lots would require a separate plat amendment and it would be addressed at that time. Commissioners Gross and Wintzer concurred.

Commissioner Hontz referred to page 28 of the Staff report, Finding of Fact #12, and revised the last sentence to read, "Only one single family homes **is permitted to be** constructed on each of Lots 3 and 4." She believed the language change was more consistent with the first sentence.

Commissioner Hontz referred to page 29, Condition of Approval #11, and suggested that they strike the last sentence, "Barns shall not be used for human occupation" because it was stated as Condition #19. She suggested that they leave Condition #19 as written and remove the redundant language from Condition 11.

Commissioner Hontz could not recall the number of conditions that were also plat notes and requested that they be identified all together in one place. She believed it would be easier for an owner or buyer to have a better understanding if the plat note conditions were together.

Commissioner Hontz referred to the last sentence of Condition of Approval #17 related to affordable housing. She was concerned about having a bedroom within a house designated as an affordable housing unit. She understood it would need to be approved by the Housing Authority, but was uncomfortable with the language. Vice-Chair Thomas pointed out that the sentence specifies 810 square feet. He did not share Commissioner Hontz's concern based on the specified square footage and approval by the Housing Authority. Commissioner Gross agreed that a room within a house would not be 810 square feet. Condition #17 was not changed.

Commissioner Hontz referred to page 31, Condition of Approval #26. She thought it was incorrect to say **maximum house building footprint**. The Condition was changed to read, "Lots 1 and 2 are restricted to a maximum building footprint of 4,150 s.f. for the **house and garage**. Lots 3 and 4 are restricted to a maximum building footprint of 3,900 s.f, **for the house and garage**. Barn footprints are restricted to maximum of 1,300 s.f.

Commissioner Hontz added Condition of Approval #29 to state that due to fire flows required by the Park City Fire District, no more than 1200 square feet of interior area may be allowed within the barns. Commissioner Gross thought the condition should specify "per fire standards" so it always complies with the Fire District.

Commissioner Hontz added Condition of Approval #30 to address Commissioner Wintzer's concern. Because of the no-build area she was comfortable with allows flexibility for locating the barns on either of the lots. However, she wanted to add language stating that the desire outcome was reduced road area and preservation of the view corridor from SR224. Commissioner Hontz thought the language should be soft as opposed to a hard standard because it would be subjective. Vice-Chair Thomas thought the issue was already addressed sufficiently without adding a new condition. Commissioner Hontz thought they should modify the condition where it was addressed to allow for flexibility. Vice-Chair Thomas clarified that a fixed barn location is not a necessity and it should be a flexible square footage as long as it meets the setbacks and required separations.

Planner Whetstone recommended that the language on page 20 of the Staff report under Access should become Condition of Approval #31. She read from page 20. "Each lot is allowed a maximum driveway width of 15 feet measured at the property line with Payday Drive or Country Lane. Each driveway may widen as it approaches the garage. Overall driveway lengths shall be minimized to the greatest extent possible in order to locate building pads for Lots 1 and 2 as far west as possible. Driveway lengths for Lots 3 and 4 shall be consistent with the driveway lengths of lots in the surrounding neighborhood." Commissioner Hontz believed the language as a condition of approval would address all the issues regarding flexibility. Vice-Chair Thomas concurred.

Mr. Richards stated that the lots are set back nearly 1,000 feet from the road. The adjoining properties come within 200 feet of the road. Driving into Park City, the homes along Payday Drive that were built several years ago are not visible because of the trees and foliage that were planted in the rear property line. He preferred to require the owners to plant trees if the Planning Commission had concerns about visibility in the entry corridor. Mr. Richards stated that he was confused because when he started this project and wanted large lots with a farm feeling, there was positive support for having livestock moving around in the area. He was now hearing concerns about having barns for horses and livestock where anyone could see it. He would be more comfortable requiring trees and landscaping than telling someone where they have to specifically locate their home and barn. Mr. Richards thought the lots would be minimally visible from the highway.

Vice Chair Thomas thought that adding the additional criteria from the language on page 20 was appropriate. It would allow the needed flexibility by not specifically locating the building pads.

Planner Whetstone asked for clarification on the language for Condition #30. Commissioner Hontz remarked that Condition #30 should cancel out Condition #14 in the annexation approval by saying that they were not specifically identifying locations for the items stated in Condition #14 of the annexation approval. Condition of Approval #31 would allow flexibility for the barn location. Condition of Approval #32 should say that the Planning Commission was allowing flexibility of the barn location because it was shown on the plat.

Director Eddington drafted language for Condition #30 to read, "...that allows flexibility with regard to barn location not being held to a building pad."

MOTION: Commissioner Hontz moved to forward a POSITIVE recommendation to the City Council for 510 Payday Drive based on the Findings of Fact, Conclusions of Law and Conditions of Approval as amended. Commissioner Wintzer seconded the motion.

VOTE: The motion passed unanimously.

Mr. Richards had questions regarding the size of the Barn as recommended by Scott McAdams with the Fire District. Planner Whetstone stated that she would get clarification from Scott McAdams, and if Mr. Richards still had an issue with it he could bring it up to the City Council when they review the plat amendment.

Findings of Fact – 510 Payday Drive

1. The property is located north of Payday Drive (north of the Thayne's Creek Ranch Subdivision), south of Aspen Springs Subdivision, east of Iron Canyon Subdivision, and west of Highway 224.
2. The property was annexed into Park City with the Richards/PCMC Annexation approved by the City Council on January 31, 2013 and recorded at Summit County on April 12, 2013.
3. The property is zoned Single Family (SF).
4. Access to the property is from Payday Drive at the existing driveway to the Richard's property.
5. On January 31, 2013, concurrent with the Annexation, the City Council reviewed and approved a preliminary subdivision plat for a total of seven single family lots and one common lot for the riding arena. The proposed phase one plat is consistent with the preliminary subdivision plat and consists of four (4) lots.
6. The property is not within the Entry Corridor Protection Overlay zone (ECPO) and no portion of the plat is within the Park City Soils Ordinance boundary.
7. No non-conforming conditions are created by the subdivision.
8. The subdivision complies with the Land Management Code regarding final subdivision plats, including SF zoning requirements, general subdivision requirements, and lot and street design standards and requirements.
9. General subdivision requirements related to 1) drainage and storm water; 2) water facilities; 3) sidewalks and trails; 4) utilities such as gas, electric, power, telephone, cable, etc.; and 5) preservation of natural amenities and features, have been addressed through the Annexation and subdivision plat review process as required by the Land Management Code.
10. Sanitary sewer facilities are required to be installed in a manner prescribed by the Snyderville Basin Water Reclamation District (SBWRD).
11. The property is subject to the Employee/Affordable Housing requirements of the Affordable Housing Guidelines and Standards Resolution 20-07. One Affordable Unit Equivalent equals 900 square feet. The affordable housing obligation determined at the time of the annexation is 15% of 6 new units or 0.9 AUE (810 sf). Affordable housing shall be provided on-site according to requirements of the Housing Resolution 20-07, unless payment of fees in lieu is approved by the Park City Housing Authority. Additional requirements regarding affordable housing are stated in the Annexation Agreement.

Fees in lieu of providing affordable dwelling units are subject to the dollar amounts established by the Housing Authority and in effect at the time of submittal of building permits or as required by the Housing Authority. The affordable housing obligation shall be satisfied prior to issuance of the first certificate of occupancy for new construction within the subdivision.

12. Land uses proposed in the first phase subdivision include a total of four (4) single family lots. Only one single family home and one barn are permitted to be constructed on each of Lots 1 and 2. Only one single family home is permitted to be constructed on each of Lots 3 and 4.
13. Per the Land Management Code, a maximum of 2 horses per acre of lot area are permitted on lots containing one acre or more, subject to an administrative conditional use permit and an animal management plan.
14. The PCMC Parcel that is adjoining Lots 1 and 2, allows only those uses permitted by the Deed of Conservation Easement.
15. Lots 3 and 4 may be combined into one lot of record, allowing a maximum of 2 horses on the combined lot, subject to the LMC Section 15-2.11-6 Maximum House Size and Setbacks on Combined Lots and any conditions of approval of a plat amendment to combine the lots prior to issuance of a building permit.
16. The subdivision plat is consistent with the purpose statements of the SF zone. The SF zone does not allow nightly rental uses and restricting this use is consistent with the character of the surrounding neighborhood.
17. Areas of wetlands and irrigation ditches, and any required setbacks from these areas for the private road were identified during the annexation.
18. The proposed subdivision is outside the City's Soils Ordinance District.
19. Wetlands are protected by language in the LMC and Annexation Agreement requiring building pad locations, setbacks, and requirements for protection of sensitive lands during construction. There are no delineated wetlands on Lots 1-4.
20. There is good cause for this subdivision plat in that it creates legal lots of record from metes and bounds described parcels; memorializes and expands utility easements and provides for new utility easements for orderly provision of utilities; provides access easements for adjacent property; provides a no build area (80' setback) for protection of the City's Open Space, and is consistent with the approved the Richards/PCMC Annexation Agreement and preliminary subdivision plat.
21. The findings in the Analysis section are incorporated herein.

Conclusions of Law – 510 Payday Drive

1. The subdivision complies with LMC 15-7.3 as conditioned.
2. The subdivision is consistent with the Park City Land Management Code and applicable State law regarding subdivision plats.
3. The subdivision is consistent with the Richards/PCMC Annexation Agreement approved by the City Council on January 31, 2013.
4. The subdivision is consistent with the Richards/PCMC preliminary plat approved by the City Council on January 31, 2013.

5. Neither the public nor any person will be materially injured as a result of approval of the proposed subdivision plat.
6. Approval of the proposed subdivision plat, subject to the conditions stated herein, will not adversely affect the health, safety and welfare of the citizens of Park City.

Conditions of Approval – 510 Payday Drive

1. City Attorney and City Engineer review and approval of the final form and content of the subdivision plat for compliance with State law, the Land Management Code, and the conditions of approval, is a condition precedent to recordation of the plat.
2. The applicant will record the subdivision plat at Summit County on or prior to the date that is one year from the final City Council approval. If recordation has not occurred within this extended timeframe, the plat amendment approval will be void, unless a complete application requesting a further extension is made in writing prior to the expiration date and an extension is granted by the City Council.
3. Conditions of approval of the Richards/PCMC Annexation, as stated in the Annexation Agreement, continue to apply.
4. Final approval of the sewer facilities/utility plan by the Snyderville Basin Water Reclamation District is required prior to final plat recordation.
5. A landscape and irrigation plan shall be submitted for City review and approval for each lot, prior to building permit issuance. All applicable requirements of the LMC regarding top soil preservation, final grading, and landscaping shall be completed prior to issuance of a certificate of occupancy.
6. An industry standard Third Party inspector shall be mutually agreed upon by the Chief Building Official and the applicant prior to issuance of a building permit to provide third party inspection for compliance with LEED for Homes Silver rating, per the Annexation Agreement.
7. A construction mitigation plan (CMP) shall be submitted and approved by the City for compliance with the Municipal Code, LMC, and conditions of the Annexation Agreement prior to building permit issuance.
8. A financial guarantee, in a form and amount acceptable to the City and in conformance with the conditions of approvals, amounting to 125% of the value of all required public improvements shall be provided to the City prior to building permit issuance for new construction within each phase. All public improvements shall be completed according to City standards prior to release of this guarantee. The twenty-five percent shall be held by the City through the warranty period and until such improvements are accepted by the City.
9. All standard project conditions shall apply.
10. Recordation of a final subdivision plat is a requirement prior to issuance of building permits.
11. The final subdivision plat shall include plat notes stating that the maximum density of the first phase subdivision is four (4) single family dwelling units and that no lot shall be further subdivided to increase the overall density of the subdivision.
12. All exterior lighting shall be reviewed with each building permit application for compliance with best lighting practices as recommended by the Dark Skies organization.
13. Fencing shall be consistent through-out the subdivision. A fencing plan shall be submitted with each building permit application to allow Staff to review all fencing for consistency through-out the subdivision and to review impacts of fencing on wildlife movement through

the site. The fencing plan shall include location of fences and materials, dimensions, and installation methods.

14. Construction of a five foot wide public side walk along Payday Drive connecting the existing sidewalk on the north side of the street with a pedestrian crossing at Iron Mountain Drive is required to provide connectivity to Rotary Park. The sidewalk and all required public improvements, including landscaping of the public right-of-way along Payday Drive, shall be completed prior to issuance of a certificate of occupancy for any new house on these lots.
15. A grading plan and landscape plan shall be submitted with each building permit application and this requirement shall be noted on the final subdivision plat. Excavated materials shall remain on site to the greatest extent possible and shall be addressed with the grading plan.
16. A note shall be included on the final subdivision plat requiring each new house in the development to meet LEED for Homes Silver Rating certification (at a minimum) with required water conservation requirements as further described in the Annexation Agreement.
17. The application is subject to the City's Affordable Housing Resolution 20-07 and as further described in the Annexation Agreement. The affordable housing obligation shall be provided on the property, unless otherwise approved by the Park City Housing Authority with payment of fees in-lieu. If the affordable housing unit is provided within the subdivision, the unit will not count against the maximum allowed density. The affordable housing obligation shall be satisfied prior to issuance of the first certificate of occupancy for new construction. Provision of an affordable housing unit within an existing house may be allowed, subject to approval by the Park City Housing Authority to satisfy the required 0.9 AUE (810 sf).
18. A note shall be added to the final subdivision plat stating that the Planning Director may grant an administrative Conditional Use permit for the raising and grazing of horses on these lots, including a barn located within an identified building pad on the final subdivision plat, provided the application complies with the LMC requirements for raising and grazing of horses and providing an Animal Management Plan is submitted and approved.
19. A note shall be added to the final subdivision plat indicated that barns may not be used for human occupation.
20. All conditions and restrictions of the Annexation Agreement shall continue to apply to the Final Subdivision plat and shall be noted on the plat prior to recordation.
21. The existing recorded easement, providing access to Payday Drive for an adjacent property to the northwest of the existing Richards house, is identified on the proposed plat. Because the easement falls short of connecting to Payday Drive, the proposed plat shall identify an access easement to join up with the Payday Drive public ROW, or a separate extension of the existing easement shall be recorded at Summit County and the recording information shall be memorialized on the plat prior to recordation.
22. Prior to recordation of a final subdivision plat a historic reconnaissance survey shall be conducted by the applicant in conformance with the City's Historic Preservation Chapter 11 of the Land Management Code and a certification letter regarding any historic resources shall be submitted to the City. Any discovered historical or cultural resources will be added to the City's Historic Sites Inventory and designated as either "Significant" or "Landmark" according to the criteria as listed in LMC Chapter 11.
23. Ownership of water rights shall not affect the application of the Impact Fee Ordinance to the Property at the time of development of the lots as further described in the Annexation Agreement.

24. A note shall be included on the plat prior to recordation indicating that a lot line adjustment application will be allowed to combine Lots 3 and 4 into one lot of record if desired by the lot owner(s). The lot combination will be subject to the LMC Section 15-2.11-6 Maximum House Size and Setbacks on Combined Lots.
25. Modified 13-D residential fire sprinklers are required for all new construction as required by the Chief Building Official.
26. Lots 1 and 2 are restricted to a maximum building footprint of 4,150 sf, for the house and garage. Lots 3 and 4 are restricted to a maximum building footprint of 3,900 sf, for the house and garage. Barn footprints are restricted to a maximum of 1,300 sf.
27. Maximum irrigated area for finished landscape (excluding pasture areas irrigated with private irrigation shares) is 16,000 sf for Lots 1 and 2 and 10,000 sf for Lots 3 and 4. All landscaping shall comply with LMC Section 15-5-5 (M). Trees, such as cottonwoods, willows, aspens, and fruit trees may be planted in the pasture areas provided they are irrigated only with private irrigation shares.
28. Maximum LOD area (including house and barn footprints, paved driveways, patios and other hardscape, and irrigated landscaping) for Lots 1 and 2 is restricted to a maximum of 45% of the Lot Area and for Lots 3 and 4 this LOD area is restricted to a maximum of 75% of the Lot Area. Area necessary for utility installation is excluded from the maximum LOD area calculation and if within the pasture areas shall be re-vegetated with like pasture vegetation.
29. Due to Fire Flow requirements the maximum interior floor area for barns on Lots 1 and 2 is limited to 1,200 square feet.
30. Building footprint locations for the houses and barns on Lots 1 and 2 are flexible, however the location shall minimize visibility of the houses and barns from SR 224 entry corridor. Houses shall maintain, at a minimum, the required setbacks from all barns. A photographic visual analysis of the proposed houses, as viewed from a minimum of three locations along the SR 224 entry corridor between the Olympic Loop art work and Payday Drive, shall be submitted with the building permit application.
31. Each lot is allowed a maximum driveway width of fifteen feet, measured at the property line with Payday Drive or Country Lane. Each driveway may widen as it approaches the garage. Overall driveway lengths shall be minimized to the greatest extent possible in order to locate building pads for Lots 1 and 2 as far west as possible. Driveway lengths for Lots 3 and 4 shall be consistent with driveway lengths of lots in the surrounding neighborhood.

2. 2519 Lucky John Drive – Plat Amendment
(Application PL-13-01980)

The Staff requested that this item be continued to September 25, 2013.

Vice-Chair Thomas opened the public hearing.

There were no comments.

Vice-Chair Thomas closed the public hearing.

MOTION: Commissioner Gross moved to CONTINUE 2519 Lucky John Drive to September 25, 2013. Commissioner Wintzer seconded the motion.

City Council Staff Report



Subject: Minor Service Provider/Professional Services Historic Preservation Consulting Services
Author: Anya Grahn, Historic Preservation Planner;
Thomas E. Eddington Jr., Planning Director
Department: Planning
Date: October 3, 2013
Type of Item: Administrative

Summary Recommendations:

The Council should authorize the City Manager to execute a contract for a Minor Service Provider/Professional Services Historic Preservation Consulting Services in the amount of \$96 per hour, not to exceed \$20,000 annually.

Topic/Description:

After seven years as the City's Historic Preservation Consultant, Dina Blaes of Preservation Solutions has resigned. Due to this, the Planning Department requests that City Council authorize the City Manager to execute a contract to Anne Oliver of SWCA Environmental Consultants of Salt Lake City for a Minor Service Provider/Professional Services Historic Preservation Consulting Services.

Background:

In June 2013, Preservation Solutions chose not to renew its contract with Park City Municipal to provide weekly preservation consulting services. Consultant Dina Blaes had spent approximately five (5) to fifteen (15) hours per week with Planning Staff reviewing Pre-Historic District Design Review (Pre-HDDR) applications as well as HDDR applications for compliance with the Design Guidelines for Historic Districts and Historic Sites, conducting site visits, and providing additional assistance as necessary.

The Historic Preservation Consultant plays an important role in the Planning Department. As a consultant, he/she may provide additional insight and advice to Planning Staff regarding the scope of work for rehabilitation projects, the design of additions and infill projects, as well as construction methods. In the past, the consultant completed additional projects such as the 2008-09 reconnaissance level survey and development of our Design Guidelines; in the future, the consultant will likely contribute to the revision of our Design Guidelines, but not necessarily be solely responsible for the revisions. During site visits, the preservation consultant provides expertise and insight on traditional building methods to Planning and Building staff as well as suggestions for appropriate repairs and restoration methods. The consultant also advises staff on National Register eligibility of projects as well as historic preservation grants. Moreover, the consultant serves as a sounding board as staff addresses issues pertaining to the historic district.

A Request for Proposals (RFP) for Minor Service Provider/Professional Services Historic Preservation Consulting Services was posted on July 8, 2013 and closed on July 15, 2013. The Planning Department received four (4) bids for this RFP, which are analyzed below.

Analysis:

Four (4) proposals were received. The proposals were reviewed based on the consultants' experience and understanding of historic preservation in Park City and Utah; the readability and quality of the proposal; thoroughness of the approach; clarity of the approach; and pricing.

The following provides a comparison of the four (4) bids received:

Consulting Firm:	Hourly Rate:
Charlene Brown	\$150
SWCA Environmental Consultants	\$96
Rod Mortensen	\$85
Eiland Preservation Consulting, LLC	\$85

After reviewing the proposals, the Selection Committee chose SWCA Environmental Consultants. SWCA has extensive experience in conducting reconnaissance level and intensive level surveys of historic buildings and structures; conducting property title searches, informant interviews, and general biographical and archival research; as well as preparing well-supported evaluations of buildings and structures to determine eligibility for the National Register of Historic Places.

Unlike other submittals, SWCA is a national firm that operates out of Salt Lake City. Staff finds that the Salt Lake City office has substantial familiarity with Utah history, the Utah State Historic Preservation Office, and historic preservation within the state sets the firm apart from other applicants. Moreover, SWCA's extensive experience and diversity of their firm will provide significant insight to the questions and concerns of the Planning Department. The proximity of the Salt Lake City office to Park City also enables SWCA to conveniently attend Design Review Team (DRT) meetings held weekly in the Planning Department.

Previously, Preservation Solutions' contract had stipulated an hourly rate of \$42.00/hour, which included travel time from Salt Lake City to Park City on Wednesday's for Design Review Team meetings. The annual amount paid through this contract was not to exceed \$10,000.

While SWCA's hourly rate of \$96 per hour is \$54.00 more per hour than what was previously paid to Preservation Solutions, staff finds that SWCA's proposal best responds to the needs of the Planning and Buildings Departments. Park City Municipal will be billed the amount of \$96 for travel expenses, not to exceed one (1) hours' worth of time. The annual contract will not exceed \$20,000 annually.

Department Review:

This report has been reviewed by the City Manager and the Legal Department. All issues have been appropriately resolved.

Alternatives:**A. Approve the Request:**

This is the staff's recommendation.

B. Deny the Request:

If this request is denied, the Council could choose to deny the need for an intensive level survey of the Main Street National Register Historic District.

C. Continue the Item:

If the Council needs more information, the item can be continued; however, the City runs the risk of delaying the progress of this project.

D. Do Nothing:

This option would delay the historic preservation work that the Council considered in its last Council Visioning session.

Consequences of not taking the recommended action:

As previously described, the preservation consultant plays an important role in advising staff on projects as well as providing additional preservation-related information. If a new consultant is not selected, staff will not benefit from the insight and knowledge of a preservation expert.

Significant Impact:

	World Class Multi-Seasonal Resort Destination (Economic Impact)	Preserving & Enhancing the Natural Environment (Environmental Impact)	An Inclusive Community of Diverse Economic & Cultural Opportunities (Social Equity Impact)	Responsive, Cutting-Edge & Effective Government
Which Desired Outcomes might the Recommended Action Impact?	~ Every City employee is an ambassador of first-class service	+ Enhanced conservation efforts for new and rehabilitated buildings	+ Preserved and celebrated history; protected National Historic District	+ Fiscally and legally sound + Engaged, capable workforce + Engaged and informed citizenry + Streamlined and flexible operating processes
Assessment of Overall Impact on Council Priority (Quality of Life Impact)	Neutral 	Very Positive 	Positive 	Very Positive 
Comments:				

Funding has been budgeted through the Planning Department's operational budget.

Recommendation:

The Council should authorize the City Manager to execute a contract for a Minor Service Provider/Professional Services Historic Preservation Consulting Services in the amount of \$96 per hour, not to exceed \$20,000 annually.

Exhibit:

Exhibit A –Scope of Services

Exhibit A—Scope of Services

Private consultant for Historic Preservation efforts within the Building and Planning Departments, supporting Park City Municipal Corporation in its efforts to maintain and preserve our two (2) National Register Historic Districts.

Private consultant needed to provide support services to the Building and Planning Departments as needed and requested regarding historic preservation activities. This includes reviewing and commenting on staff reports, pre-application forms, design review applications, and project proposals; attending regularly scheduled Design Review Team meetings (typically weekly); participating in site visits with staff and applicants as necessary; providing resource materials as needed and requested by the Building and Planning Departments' staff members.