PARK CITY MUNICIPAL CORPORATION
PLANNING COMMISSION
CITY COUNCIL CHAMBERS
September 24, 2014

AGENDA

MEETING CALLED TO ORDER AT 5:40PM
ROLL CALL
ADOPTION OF MINUTES OF August 27, 2014
PUBLIC COMMUNICATIONS – *Items not scheduled on the regular agenda*
STAFF/BOARD COMMUNICATIONS AND DISCLOSURES
CONTINUATIONS

900 Round Valley Drive – Park City Medical Center/IHC — PL-13-01932
Master Plan Development — *Planner Whetstone*
Public hearing and continuation to October 8, 2014

900 Round Valley – Park City Medical Center — PL-14-02427
Conditional Use Permit for Phase II — *Planner Whetstone*
Public hearing and continuation to October 8, 2014

1825 Three Kings Drive — PL-14-02329
Conditional Use Permit for Office Building — *Planner Whetstone*
Public hearing and continuation to October 8, 2014

REGULAR AGENDA – *Discussion, public hearing, and possible action as outlined below*

1103 + 1105 Lowell Avenue - An ordinance considering Barbara's Subdivision Plat Amendment — PL-14-02448 — *Planner Astorga* — *41*
Public hearing and possible recommendation to October 9, 2014

Round Valley Park City Annexation and Zoning Map Amendment– Annexation of 1,368 acres located in Sections 28, 33, 34, and 35 T1SR4E and Sections 2 and 3, T2SR4E East of US 40 and North of SR 248. Park City Municipal is the applicant. The proposed zoning is Recreation Open Space. The property is primarily City owned open space encumbered with conservation easements, with the exception of two 1 acre City owned, non-encumbered parcels, and includes the 120 acres Osguthorpe conservation easement area. — PL-13-01857 — *Planner Whetstone* — *61*
Public hearing and recommendation to City Council on October 23, 2014

510 Payday Drive – Thayne's Creek Ranch Estates Phase II Subdivision Plat — PL-14-02427 — *Planner Whetstone* — *179*
Public hearing and possible recommendation to City Council on October 23rd, 2014

Ratification of Amended Park City Heights Development Agreement — PL-13-02009 — *Planner Whetstone* — *243*
Public hearing and possible action

ADJOURN

A majority of Planning Commission members may meet socially after the meeting. If so, the location will be announced by the Chair person. City business will not be conducted.

Pursuant to the Americans with Disabilities Act, individuals needing special accommodations during the meeting should notify the Park City Planning Department at (435) 615-5060 24 hours prior to the meeting.

PARK CITY MUNICIPAL CORPORATION
PLANNING COMMISSION MEETING MINUTES
COUNCIL CHAMBERS
MARSAC MUNICIPAL BUILDING
AUGUST 27, 2014

COMMISSIONERS IN ATTENDANCE:

Chair Nann Worel, Preston Campbell, Stewart Gross, Steve Joyce, John Phillips, Adam Strachan, Clay Stuard

EX OFFICIO:

Planning Director, Thomas Eddington; Kirsten Whetstone, Planner; Christy Alexander, Planner; Anya Grahn, Planner; Polly Samuels McLean, Assistant City Attorney
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REGULAR MEETING

ROLL CALL

Chair Worel called the meeting to order at 5:35 p.m. and noted that all Commissioners were present.

ADOPTION OF MINUTES

August 13, 2014

MOTION: Commissioner Phillips moved to APPROVE the minutes of August 13, 2014 as written. Commissioner Campbell seconded the motion.

VOTE: The motion passed. Commissioners Strachan and Joyce abstained since they were absent from the August 13th meeting.

PUBLIC INPUT

Mary Wintzer, a resident at 320 McHenry stated that she is part owner of the Iron Horse District, one of the two largest stakeholders in the BoPa area. Ms. Wintzer noted that she had to leave town after the special meeting on August 6th and this was the first opportunity she had to publicly thank the Planning Commission for the thoughtful questions they asked regarding the Bonanza Park Plan. She has been asking those same questions for three years. Ms. Wintzer believed much of the process has been lacking. She called her partners, the Wolf Family, who own the Sports Authority building, and they said they have never received notification about Bonanza. Ms. Wintzer remarked that by typing in Bonanza Park Redevelopment on YouTube you can see the very first presentation that

Mark Fischer put on in 2010. She thought it would be a good spring board for the new Commissioners to understand the genesis of the plan and how it started.

Ms. Wintzer noted that the LMC states that the purpose of the Planning Commission is to act as a non-political long-range planning body for the City. She commended the Commissioners for carrying out that role at the special meeting and for not yielding to the pressure from the consultants. The citizens depend on the Planning Commission as part of a check and balance system and it gives the citizens a second set of ears so they might be heard. As a citizen, Ms. Wintzer was grateful that all the Commissioners wanted to have a thorough understanding before the Plan is passed. It is important to achieve the very best plan possible because it will impact this community as no other project has done. Ms. Wintzer thanked the Commissioners for their time and for serving on the Planning Commission.

Russ Coburn, the managing partner of Jan's and White Pine stated that he was previously a banker in the community with Silver King State Bank. Mr. Coburn stated that he had not been notified about BoPa at all. After spending the last 18 months refinancing the Park Avenue Building with an SBA loan, as well as being a past SBA officer, he was certain that it would be impossible for people in this community to obtain loans for that area.

STAFF/COMMISSIONER COMMUNICATIONS AND DISCLOSURES

Director Eddington recalled a previous discussion regarding drop box. That conversation occurred prior to the Commissioners having iPads, and he wanted to know if the Commissioners would prefer to download the packet from drop box.

Commissioner Joyce thought drop box would be a little easier, but he did not want to create additional work for the Staff. Commissioner Strachan suggested that the Staff could put a drop box link in the email for the Commissioners who wanted to use drop box. Director Eddington stated that going forward the Staff report packet would be available online and in the drop box.

Commissioner Strachan wanted to know why Jan's and the Wolf's were not noticed on BoPa. Director Eddington was unsure. He noted that when they started the formal outreach 18 months ago they noticed every property owner on the Summit County property tax website. If someone is part of an HOA or a condo complex the notice sometimes goes to the President of the HOA or the building contact person. That is one reason why notices are not received. Commissioner Strachan thought a larger problem was that Scott Polite, the consultant, specifically said that they had reached out to all the businesses. He noted that the Wolf property and Jan's are two prominent buildings. Director Eddington would

follow through to see why they were not on the property tax list. However, aside from the property tax list the Planning Department also utilized e-notify and every email address from every public hearing.

Commissioner Strachan thought the property owners in that realm would benefit more by a personal visit or a phone call, as opposed to electronic notifications.

Commissioner Stuart stated that these were major stakeholders. Anything less than a phone calls to help people understand what could happen with their property was an inadequate effort. Chair Wore concurred.

Commissioner Strachan remarked that if the stakeholders are not adequately informed they could start expressing their anger, which would delay the time line for finishing Form Based Code.

Chair Wore noted that her concern throughout the entire process was that the major stakeholders have not been at the table. She did not want it to be a big surprise when a plan is suddenly approved. She thought the special meeting regarding Form Based Code on September 16 would be a good time to redo the notifications and make sure everyone is included.

Director Eddington reminded the Planning Commission of the special meeting on Tuesday, September 16th at 5:30. Commissioner Joyce stated that he was unable to attend that meeting.

WORK SESSION

Discussion regarding shoring and remediation bonds

Director Eddington reported that the during the discussion on the application for 166 Ridge Avenue the Planning Commission had raised issues regarding bonds and whether or not they should be required on Steep Slopes. George Reid with the Building Department was here this evening to explain the current process of how bonding and shoring plans are carried out through the Building Department.

Assistant City Attorney McLean noted that two issues were raised by the Planning Commission during the 166 Ridge Avenue discussion. The first had to do with construction mitigation and how the Building Department protects the community when building occurs on very steep slopes. The second issued related to remediation bonds and whether or not it was appropriate when construction required cuts in large slopes.

George Reid provided a brief overview of how the steep cuts and other issues are addressed. He stated that shoring plans are required as part of the permitting process if it exceeds a 2:1 slope. That also applies to cuts close to an adjoining property line. The shoring plans must be designed by a geo-technical engineer. If the plans are not satisfactory to the Building Department they are sent back as many times as necessary until the Building Department has a satisfactory shoring plan that ensures that there will not be slippage during construction. The shoring plan is then addressed in the geo-technical report. The Building Department also requires grading and ground cover with 80% germination to make sure there is vegetation to retain the soil. Mr. Reid stated that every project must submit a Construction Mitigation Plan, unless the project is minor in scope such as a small addition or remodel. Erosion control is addressed in the mitigation plan.

Mr. Reid provided the Commissioners with a copy of the mitigation requirements.

Commissioner Strachan asked what the Building Department looks for in a shoring plan. Mr. Reid stated that the process is to go over the engineering to make sure that safety factors are in place and that the shoring would actually work. Each site is different and each shoring plan is site specific. The Building Department makes sure the plan meets all the Code requirements.

Commissioner Strachan asked if the Building Department has ever seen a shoring plan fail. Mr. Reid stated that none have failed to the point of causing any issues. There is always some potential for slight failure; but almost every plan requires observation by the geo-technical engineer. As soon as a slight failure occurs, the geo-technical engineer is called onto the job site and the issue is immediately addressed. Mr. Reid stated that because the soil in Park City is so Rocky, it is conducive to holding the soil in place without any measures, but a shoring plan is still required for certain situations.

Mr. Reid stated that soils reports are required any time they see a 2:1 slope. He commented on situations that would trigger a soils report. He noted that Environmental also gets involved in those situations.

Commissioner Strachan asked if the Building Departments checks the shoring plans for legitimacy. Mr. Reid stated that for the most part the shoring plans submitted is decent plans. Typically, it is the same entity submitting shoring plans. They are familiar with the area and the contractors use the same engineer. They are highly-recommended and the issues are minimal.

Commissioner Stuart stated that since his time on the Planning Commission the Commissioners have seen three situations. One was the Roundabout subdivision, which was an extremely tall excavation. It was a total of 43’ but it stepped back 10’ at one point;

and it comes very close to adjacent properties at the top end of the cut. Commissioner Stuart noted that the concern was potential sliding and impacts to the adjacent properties at the top of the slope, as well as hazards on the job site. Another situation was less tall but very close to a road right-of-way and has an existing structure on the property. The neighboring property owner attended the public hearing and expressed concern about dirt and rocks potentially falling on to his property. Commissioner Stuard stated that the third situation was the Ridge subdivision application. There is a very large distance from the actual construction site down to the properties along Daly Avenue. Those neighbors were concerned about boulders running down the hill and demolishing their property.

Commissioner Stuard agreed that the shoring plan could address some of the impacts, but in some cases, in addition to the shoring plan, he thought it might be appropriate to have something at the bottom to stop falling rocks. Commissioner Stuard asked if the Building Department has ever considered that. Mr. Reid replied that chain link fencing is used to retain soil, but they have not considered what Commissioner Stuard suggested. Mr. Reid clarified that a subdivision is regulated through the Engineering Department. The Building Department does not get involved with subdivisions until individual lots are ready for construction. He could not speak to the subdivision, but for individual projects the Building Department addresses those issues in the shoring plan to make sure there would be no falling debris. That intent is to avoid that at all cost. The Building Department controls the erosion and falling rocks is some form of erosion, but not to the extent of boulders. Mr. Reid remarked that the shoring plan should address any concerns regarding falling debris.

Commissioner Joyce recalled that another concern raised by the Planning Commission was the fact that the only bond required was the 75 cents per square foot for reseeding. He pointed out that if someone makes a steep cut and for whatever reason walks away from the project and leaves the cut intact, 75 cents per square foot is not enough to cover the cut. Commissioner Joyce asked if any other type of bonding would be a helpful tool to protect against this type of situation.

Mr. Reid stated that he and the Building Official have had that discussion over the past few days and it was something they needed to look into. He agreed that 75 cents per square foot was insignificant. Mr. Reid remarked that he and the Building Official discussed setting up a remediation fund for the rare occasions when the City has to go in and mitigate the site. They believed that might be a better option than requiring a bond for every project where site remediation is not an issue. Another option would be to raise the bond amount. Mr. Reid stated that the discussion was ongoing and no decisions have been made.

Commissioner Stuard remarked that Commissioner Strachan had made a good point several meetings ago when he said they were done with the easy sites and only the difficult sites were left. Commissioner Stuard believed that the usual process going forward was

no longer adequate. The 75 cent per square foot bond to remediate the site was not enough, and consideration should be given to falling debris on very steep sites and how it might affect the adjacent properties.

Chair Worel asked if the Building Department has the authority to increase the bond amount. Assistant City Attorney McLean stated that it was in the Construction Mitigation Section of the Municipal Code. Changing the amount or placing it within the Building Department's purview would require a Code change. Ms. McLean asked Mr. Reid if he thought there should be an additional bond for steeps slopes. She also asked for the number of times the City has had to remediate a site.

Mr. Reid stated that in terms of proceeding with the status quo, safeguards are built-in within the International Building Code. The Code requires that adjacent properties, pedestrians, vehicle traffic, etc. must be protected. If the Building Department feels there is a particular concern, they can enact that section of the Code and require some form of barrier to protect from falling debris.

Mr. Reid stated that professionally he would not recommend a bond specifically for steep slopes. Placing a bond on a steep slope that requires engineers and other professionals to be closely involved opens the door for less diligence in getting it right because funds are in place in case it fails.

In terms of addressing abandoned sites, Mr. Reid noted that the Building Department currently requires all fees to be paid upfront whenever excavation or building permits are pulled. He believed that would mitigate a lot of the issues that were present in the last recession. Mr. Reid recalled three or four sites last year that had to be remediated. The City rarely has to remediate an abandoned site that requires re-vegetation.

Commissioner Strachan noted that Mr. Reid had mentioned a remediation fund. He asked how that would be funded. Mr. Reid replied that the idea was still in the preliminary stages of discussion. He was unsure how it would work logistically.

Chair Worel asked if there was anything the Planning Commission could do to help the Building Department from the standpoint of conditions of approval on steep slopes. Mr. Reid stated that as long as the Building Department is aware of their concerns they would make sure all the issues are addressed. Voicing their concerns was the best way to help them do a better job. Chair Worel thanked Mr. Reid and the Building Department for already doing their job well.

Commissioner Phillips asked if it would make a difference if the Planning Commission added a condition of approval requiring a barrier to protect neighboring homes from rolling

rocks. Mr. Reid replied that the Building Department would most likely require a barrier in the shoring plan to be designed to protect from rolling debris. He noted that the geo-tech would look at the size of the material and make an engineering judgment.

Assistant City Attorney asked if Mr. Reid thought Code changes should be made from the Building Department standpoint to deal with building on steep slopes. Mr. Reid could not think of any changes that would benefit the Building Department. He believed the instruments already in place were working well.

Commissioner Stuard hoped Mr. Reid was right. That by having this discussion the Building Department would be extra diligent on steep slope permits and use the provisions in the IBC when necessary. He also encouraged the Building Department to incorporate barriers designed by a geo-tech when appropriate.

<u>900 Round Valley Drive Park City Medical Center/IHC MPD Amendment and Conditional Use Permit for Phase two (2)</u>

Chair Worel disclosed that her office is located within the People's Health Clinic on the IHC campus. She did not believe it would affect her decision if she needed to vote this evening.

Morgan Bush stated that he was the original project manager when the hospital was built in Park City. He was still part of the project team for Phase 2. Mr. Bush introduced Cy Hut, the Hospital Administrator at Park City Medical Center; Dan Kohler, the Director of Facilities for Intermountain Health Care; and Steve Kelly, the project manager for Phase 2.

Planner Whetstone noted that the Staff report contained the Staff analysis and questions for discussion. She stated that it was always anticipated that the hospital would have several phases. This was the second phase and the applicants were proposing to change how they approach the phasing. The proposed change would impact some of the parking phasing, the affordable housing and the uses.

Planner Whetstone reported that the application for the conditional use permit was for an addition to the hospital building for 82,000 square feet of medical support. The second phase was originally going to be more hospital and the support was going to be in the next phase on Lots 6 and 8 of the subdivision plat. The applicants had prepared a presentation that would go into more detail on what they were requesting. Planner Whetstone noted that there would be additional square footage for hospital uses, but Phase 2 would be medical support.

Planner Whetstone outlined two amendments to the MPD. The first is to shift the density allocated on Lots 6 and 8 of the plat to Lot 1, which is the hospital, as shown on Exhibit K in the Staff report. Planner Whetstone noted that the Planning Commission looked at three options in February. The applicant eventually chose Option A, which was an option supported by the Planning Commission. Option A was slightly modified after they worked more with the details. Planner Whetstone reviewed the site plan. She indicated Lot 3, which was the USSA Center for Excellence; Lot 10, the People's Health Clinic and Summit County Health Department Building; and Lot 8, which is currently vacant and has a density of 25,000 square feet of medical support. Lot 7 was the Physicians Holding medical office building. Lot 6 was the other vacant lot that had 25,000 square feet of medical support. Lot 1 was the hospital.

Planner Whetstone stated that the second request related to what would be built in the Second Phase.

Planner Whetstone reviewed the issues for discussion on page 69 of the Staff report.

Mr. Bush stated that the MPD amendment requests moving the density, accelerating the density that would be shifted from Lot 8 and moving up the timing of that density, getting clarification on the affordable housing and the timing of that, parking, and the building height exception. Mr. Bush commented on another request that was omitted from the Staff report. He explained that the architect had identified an opportunity to do additional excavation for storage. The question was whether or not that would be permitted and if it would have to be incorporated within the density allocation. Mr. Bush stated that the intent this evening was to get clarification on the questions raised by the Staff before coming forward with the final proposal for consideration and action by the Planning Commission.

Mr. Bush stated that there was an additional item of information on the affordable housing, but he felt it would be better to address it when they discuss that question. Mr. Bush stated that when they did the ground lease with Summit County, the County assumed the affordable housing obligation for Lot 10. In talking about IHC's future density, the 5.83 unit equivalents were no longer part of their long term obligation. Commissioner Strachan asked where the County intended to put the affordable housing units. Mr. Bush replied that IHC has been in discussions with Summit County and the Peace House about potentially doing something on the IHC site. The discussions are very preliminary but it may be part of what IHC and the County chooses to do to help address affordable housing. There was nothing definitive at this point.

Commissioner Strachan stated that if hypothetically the County decided to put the units right next to the hospital, he wanted to know if that would change the analysis of where the units being discussed this evening should go. Mr. Bush stated that their desire, and he

believed the desire of the City Council, has always been that an institutional type affordable housing solution would make sense on this campus. The problem is that the campus is not good for residential per se, which is why the hospital's affordable housing obligation was incorporated into the Park City Heights subdivision. Mr. Bush remarked that IHC's preference would be to stay consistent with that principle. They were open to affordable housing that is more institutional in nature and would tie with the campus, but they did not envision individual family homes being appropriate on the campus.

Commissioner Strachan understood that one of the issues in the proposal being discussed this evening was whether or not to put that affordable housing on the campus. Mr. Bush explained that when the hospital was originally built, as part of the annexation agreement the Burbidge's, who sold them the property, developed a plan with the City to provide 44.78 units of affordable housing to cover the hospital's affordable housing obligation at full build-out. At the time the medical support was not part of that plan. However, they decided that as long as the hospital is not fully built out, the excess affordable housing from the hospital covers the medical support until the total exceeds 44.78. Mr. Bush calculated that this project when built, in combination with the amount of hospital that is built out, would be 44.1 unit equivalents; slightly under 44.78.

Mr. Bush stated that the question raised by Staff was, as they amend the MPD is it appropriate for both Intermountain Health Care and the City to document how and when the next affordable housing needs to be done before any more construction can occur. Commissioner Strachan believed the how was also part of the where. Mr. Bush replied that it was all open for discussion. He remarked that the intent is to amend the MPD so they all have a clear understanding of how to proceed going forward.

Planner Whetstone suggested that they use the phasing plan that was part of the MPD approved in 2007 as the guiding document because it talks about parking and affordable housing. It would show the changes proposed with the requested amendment. Planner Whetstone noted that the MPD always allowed 300,000 for hospital uses and an additional 50,000 square feet of support of the total 150,000 square feet of support for this MPD. The MPD said that 50,000 square feet of that could be on the hospital and they have completed 18,000 square feet. Planner Whetstone remarked that 25,000 square feet and another 25,000 square feet were built with the MOB and the Public Health. There are still two vacant lots for the remainder of the 50,000 and they would like to put that on the hospital. She pointed out that the acceleration would change the phasing. Planner Whetstone stated that the Staff would like to see a new phasing plan showing how they were bringing in hospital support.

Planner Whetstone outlined the calculated affordable housing units. She would prepare a clear diagram of the affordable housing for the next meeting. She was looking for direction

from the Planning Commission on whether the 44.78 affordable housing units would cover the next phase, even though the phasing plan specified that it was for building the 300,000 square foot hospital.

Commissioner Strachan clarified that the question in the Staff report was whether affordable housing should go on Lots 6 and 8. He stated that “where” is always the key question with affordable housing.

Commissioner Joyce stated that institutional or not, in his opinion it would be a terrible place to live. He had visited the site and tried to imagine what it would like living next to a hospital, office buildings and sports parks, without any conveniences or services or the feel of living in a neighborhood.

Commissioner Campbell thought it might be appropriate for Peace House or something similar where people would live there for a few weeks or months. Commissioner Campbell stated that affordable housing is always talked about but it never seems to materialize. If there are affordable housing requirements for this phase he would like it to be on a strict timetable.

Commissioner Stuard stated that if the density is transferred from Lots 6 and 8 on to Lot 1, and there will be no affordable housing on Lots 6 and 8, he wanted to know what the proposed use would be for Lots 6 and 8 in the future. Mr. Bush replied that currently the lots would be left vacant. He explained that the CT zone allows up to three units of density per acre. In the future they could potentially request a separate amendment to have up to 50,000 square feet of medical support go back on to those sites. Mr. Bush stated that the intention is to keep the campus medical, health, health education, wellness and like uses. To qualify they must keep 80% of the site. The only viable option he could see would be to put the same density back on Lots 6 and 8.

Commissioner Stuard thought it would be better to request an amendment to add 50,000 square feet to Lot 1 now and leave Lots 6 and 8 as is. Mr. Bush replied that medical offices attached to hospitals tend to be more patient friendly. Assumptions were done when they did the original campus, but they are now finding that more physicians would rather be housed in buildings that are physically attached to the hospital. There may be a need in the future for an additional 50,000 square feet of medical support, but that is not for sure. Rather than trying to guess for the future, they preferred to work with the density they know they need now and follow the same process if additional density becomes necessary.

Planner Whetstone asked what Mr. Bush anticipated as a future timeline. Mr. Bush was hesitant to predict a timeline because the growth to date has been faster than what was originally anticipated, which is why they were requesting this amendment.

Commissioner Phillips agreed with the comments made by Commissioner Joyce. He also liked the clustering of the buildings and making it convenient for the patients.

Commissioner Strachan asked if there was enough capacity in Park City Heights for the remaining affordable housing units. Planner Whetstone stated that the City was constructing affordable housing units in Park City Heights but she was unsure of the details. Commissioner Strachan remarked that the balance between affordable housing and non-affordable housing in Park City Heights was argued and debated for years. The intent was to strike the appropriate balance so it would not be exclusively an affordable housing development. He was concerned that if they put more of the affordable housing allocated to this campus into Park City Heights it would disrupt the balance. Commissioner Strachan agreed with Commissioner Joyce but he was unsure how they could keep that balance in place and at the same time tell IHC that space needs to be set aside for affordable housing. He concurred with Commissioner Campbell that the Planning Commissioner needed to tell the applicant where affordable housing should go and specify a timeline. Commissioner Strachan believed the Planning Commission needed to revisit the balances in Park City Heights to make sure that the additional units from Lots 6 and 8 would not disrupt the balance. If the units can go in Park City Heights then the problem is solved. If not, then it becomes a bigger problem and they would need to look for alternative places. If there are no alternatives, the question is what affordable uses the applicant would be comfortable with on Lots 6 and 8.

Mr. Bush stated that from the applicant's standpoint, they have enough affordable housing to cover the current proposal. What they need is to agree on a direction for affordable housing in the MPD amendment. Mr. Bush felt it was less critical to have all the answers and more critical to have some direction.

Commissioner Strachan stated that the applicant needed to work with the Staff on how to divide up the 48 units. Once they determine where to put the units, the Planning Commission could give direction on how to phase them.

Commissioner Campbell requested informal consensus on whether or not the Commissioners could support the density transfer. He thought they needed to be sensitive to the expense incurred by the applicant. He personally supported the shift from Lots 6 and 8 into Lot 1. The hospital is a good neighbor and he thought they should be supported.

Commissioner Strachan was comfortable moving the density to Lot 1.

Mr. Bush stated that after receiving the same direction from the Planning Commission last year, IHC hired their architect VCBO to design the 82,000 square foot building that would be attached to the hospital. The intent was to create a building consistent with the campus.

Commissioner Strachan asked if the building height discussion was incorporated in the presentation this evening. Mr. Bush explained that when the CT zone was created, the height restriction in the CT did not work for the hospital. Exceptions were necessary because for various reasons the ceiling to floor height for a hospital is different than a traditional building. They were requesting that the same exception be granted for this addition. Mr. Bush clarified that the intent was not to build a taller building with more stories above grade. The purpose was to make it look like it was part of the same building. Commissioner Strachan understood that they were not asking for any additional height beyond the height of the current hospital building. Mr. Bush replied that this was correct.

Tanya Davis and Dan Simpson, the project architects, gave a power point presentation. Ms. Davis indicated the three stories of the hospital and the three stories of the proposed addition. Currently there are three levels above grade. The applicants were proposing two levels above grade and one level below grade. It would still be a three-story building and it would not exceed the height on the site. However, it allows them to line up the floor plates for the first and second floor, and bring in an education center that has a ground level entry. She pointed out that the site slopes away at that point approximately 16-feet, which allows them to build into the natural curve of the slope and get an extra story without increasing the height.

Chair Worel asked for the location of the storage area that was referenced earlier. Ms. Davis reviewed a slide showing the basement plan of the education center. She indicated a large room that could be divided into three components. She noted that the floor plan was shown in black and white. The gray color identified the unexcavated area around the building. The yellow color was a proposed possibility that could be used for storage. It would have no egress and it would never be occupied. The storage area would be completely under finished grade. Mr. Kohler, Facilities Director for IHC, noted that the level shown was one level below the main level of the current hospital.

Ms. Davis reviewed the site plan and noted that the light red color was the existing hospital. The new proposed addition was shown in darker red. She indicated the proposed parking around the site to support that addition and how it relates to the ring road and the area of disturbance outlined by the MPD amendment. Mr. Simpson pointed out that the building

would not look any different regardless of whether or not the storage space was built. Ms. Davis noted that the new addition has two entry points.

Ms. Davis reviewed the parking plan showing the different parking areas for specific uses, as well as overflow and staff parking. She clarified that the parking needs for the proposed addition was patient parking driven. Planner Whetstone suggested that the applicants provide a site plan detailing the access from the parking lots to the buildings.

Ms. Davis commented on screening. The applicant would like to put a berm around the edge of the parking on the back side to help screen the parking along that side. Careful attention was given to that side of the building because that view is seen from the entire transportation corridor. Planner Whetstone asked about the location of the future structured parking. Ms. Davis stated that when the actual hospital expansion occurs in the future, increased staff needs would drive the need for increased parking and a parking structure would be appropriate at that point.

Commissioner Joyce stated that in looking at the notes and minutes from the original MPD, there was significant discussion regarding the parking and visibility. From his reading there was a push to consolidate parking to avoid the look of asphalt paved parking everywhere on the site. In the end it was decided that 63% of the parking spaces was supposed to be structured. Commissioner Joyce felt this parking plan clearly builds out the rest of the unstructured parking. He noted that a lot of thought and discussion went into the parking issue as part of the MPD process, but they appeared to be deviating in the second phase by dropping the percentage of structured parking to 14% and building more surface parking. Even with the proposed berm, parking around the side of the new addition and around the back side is very visible from everywhere and there is no way to hide it. Commissioner Joyce believed there would be a lot more visible parking than what was envisioned when the MPD was approved.

Mr. Bush stated that when the original phasing was done, the intention was for the parking structure to be a single major project and tie it with the hospital expansion. As this project is still medical support, they wanted to keep the surface parking. They were seeing more surface parking because the parking from Lots 6 and 8 was being moved to Lot 1. Mr. Bush remarked that the phasing plan has always been to delay the structured parking and build it with the bigger hospital expansion.

Commissioner Joyce stated that the fundamental concept with the agreement of the MPD was to build structured parking to keep from having sprawling parking lots. In his opinion that concept still made sense independent of what uses go on Lots 6 and 8. Commissioner Joyce believed that the more they start consolidating into one spot the more they have to put parking lots further and further away from the buildings. He remarked that

the goal was to have 60% structure parking. They are reaching the point where 86% is unstructured and 14% is structured, which tells him that the parking is way out of whack from the 60% envisioned in the original MPD.

Commissioner Stuard thought it was the ring road and the quality around the ring road that ultimately defines this campus. Whether there is surface parking or structured parking between the ring road and the building would not make much difference. If the parking structure is located within the ring road, it might be more visible from the freeway than surface parking. Commissioner Stuard was more concerned about the quality of the landscape buffer along the ring road in terms of screening whatever type of parking ends up being there.

Commissioner Campbell had hoped they would not get into this kind of detail this evening. Secondly, he agreed with Commissioner Joyce about the level of detail that the previous Planning Commissions went through in the original MPD process. He was not opposed to changing what was done, but there needs to be good reason to do it.

Commissioner Strachan concurred. He also thought there should be more of a pronounced entrance off the back because of the amount of parking in that location. Commissioner Strachan suggested that the applicants look at the concept of a dual entrance.

Commissioner Phillips thought the lower parking in the front ties in with what already exists, and it is a better location for the new area. He could understand why that was being built now. Commissioner Phillips agreed with Commissioner Strachan regarding the entrance.

Commissioner Strachan commented on the parking ratio. He is always open to re-visiting the ratio of four spaces per 1,000 feet, but that is often business driven and it depends on the kind of business. He asked if the applicants believed they would need more or less parking.

Mr. Kohler replied that they typically use four spaces per 1,000 as a guideline for their facilities. Some of their facilities are able to accommodate less parking. They do not see a need for obtaining more. Mr. Kohler stated that especially in this case, if parking is an issue they would obviously entertain less of a requirement per 1,000 to reduce some of the parking, particularly on the back side. Commissioner Strachan thought it was better to mitigate the impact of the surface parking.

Commissioner Joyce had driven by the hospital around 3:00 p.m. and the lot was approximately 70% full. Commissioner Strachan stated that he has seen the lot full, but

the back structured parking is always empty. There is ample parking but people do not always know where to find it.

Chair Worel asked for the percentage of usage as currently built. Mr. Bush stated that it depends on the time of year. During the winter and in July and August it could be 80% to 90% full during the daytime hours. Chair Worel clarified that it was not way overbuilt. Mr. Bush replied that it was not way overbuilt for peak times. However, during the slow times of the year the lot might only be 40% full.

Planner Whetstone understood that the parking for this next phase was necessary for what was being proposed. However, if there was an area where parking could be reduced until there was a demand, she wanted to know how they would phase that. Mr. Kohler identified an area they would look at to reduce the parking. If they could cut that and still accommodate the parking requirements it would lessen the impact and visibility because the other parking is tiered and can be landscaped. Mr. Kohler pointed out that as it extends out over the crown of the hill it becomes more and more visible, which is why they were proposing to screen it with berming. If they could remove 40 stalls from that location and still satisfy the City's requirements, it would also satisfy the hospital's needs.

Planner Whetstone thought it would be helpful to have that analysis. The Commissioners concurred. Commissioner Strachan suggested a happy medium where some of the structured parking and some of the surface parking was built in an early phase. Commissioner Stuard suggested that they make sure the existing structured parking is being used thoroughly before they build more surface parking.

On the building height issue, the Commissioners concurred that the addition should have the same height as the existing building. The Commissioners were comfortable with the subgrade storage as proposed. All the Commissioners supported moving the 50,000 square feet of medical support offices from Lots 6 and 8 to Lot 1.

Regarding trails, Planner Whetstone commented on the community trail that goes out to the Silver Summit area. The trail is paved. Mr. Bush stated that there is a continuous trail from the north end of the campus all the way to the south and connecting into the trails system on the rec property. Chair Worel asked if the trail connects over to the NAC. Commissioner Strachan stated that it did not connect to the NAC but it should.

Mr. Bush explained that IHC had originally agreed to put the trail all the way through. However, when the trail was paved from the rec property up to the hospital, it had a dirt trail the rest of the way. They eventually partnered with the City to pave the rest of the trail so it was all connected. As they developed the site the idea was to have their campus link with the recreation campus and the trails system. It was also consistent with the Wellness

approach at the hospital. Planner Whetstone would speak with the trails people to see what was planned in the trails master plan in terms of providing additional connections to this property. She would provide a better exhibit and prepare an analysis for the next meeting.

Mr. Bush recalled from the MPD discussions that the bigger concern was walking on the campus from the parking to the building rather than to the trail per se. He believed it goes back to the site plan discussion that the architect needed to have for the next meeting.

REGULAR AGENDA – Discussion, public hearing, action.

1. <u>St. Regis Club Conditional Use Permit – One (1) Year Review</u>
(Application PL-11-01189)

Planner Kirsten Whetstone reported that the Deer Crest Amenity Club at the St. Regis was approved by the Planning Commission through a conditional use permit on February 23rd, 2011. One of the conditions of approval was to return to the Planning Commission with a one-year review to talk about the use, operation, membership and traffic impacts, as well as any complaints that were received. The minutes from the February 23rd, 2011meeting were included in the Staff report. The use was new to Park City and Amenity Clubs were added to the Land Management Code prior to the St. Regis approval. The Staff report also contained the action letter with the conditions of approval.

Planner Whetstone noted that Attachment 3 on page 180 of the Staff report was the summary of the uses and the operation membership. The Staff had called the police dispatch and found that there have been no complaints for that address for several years.

Tom Bennett, representing the St. Regis, introduced Michael Zaccaro, the COO for the ownership group, Deer Crest Janna; and Edward Shepard, the General Manager of the Hotel. Mr. Bennett explained that a condition for the one year review was placed because the Deer Crest Amenity Club was the first amenity club approved by the City. The Planning Commission was curious as to the types of impacts that might occur and placed a condition of approval for this review. Mr. Bennett pointed out that the Club has been operating for a couple of years; therefore, the data is more complete and thorough than it would have been after one year.

Mr. Bennett stated that the impacts on the Deer Crest and the Deer Valley community have been minimal. As of the end of July there were 69 memberships in the Club, even though 195 memberships were originally authorized with the CUP. The 195 number was based on the determination of the amount of excess parking at the site on the busiest days of the

year. Mr. Bennett stated that out of the 69 active memberships, 12 are owned by owners of the condominiums at the Saint Regis and 21 are owned by Deer Crest Owners. He pointed out that nearly half of the memberships were owned by people who were already within the Deer Crest gates. Of the remaining memberships, 20 are held by residents in Park City and another 14 were held by people residing in other places in Summit County and Wasatch County. Only two memberships are held by people outside of the region.

Mr. Bennett stated that part of the Club benefits is the right to use the shuttle service provided by the St. Regis. He noted that approximately 45 of the 69 members regularly use the shuttle service for access to and from the St. Regis. On average, four people drive to the Club and use parking every day. Four to six employees work at the Club and with the exception of one or two, the rest are already employed at the Hotel and service the Club as an additional job responsibility.

Mr. Bennett commented on the lack of complaints. He noted that people in that area are not hesitant to complain if there is a problem, but no complaints had been voiced to the hotel staff, the Deer Crest Master Association, or to the City. The use has gone smoothly and it has been a nice amenity for the facility.

Commissioner Strachan referred to the comment that 45 of the members were taking the shuttle and he wanted to know from where. Mr. Bennett believed most of the users live within Deer Crest. It is also used by Park City residents who call for the shuttle rather than drive their car. Commissioner Strachan asked if they knew whether the Club members were parking in the Deer Valley lots. He recalled that the Planning Commission had raised that concern during the approval process. Mr. Bennett stated that there would be no reason to use the Deer Valley lots because there was adequate parking on site. Mr. Shepard remarked that occasionally a new employee gets lost or confused and parks in a Deer Valley lot. When that occurs Deer Valley contacts Deer Crest immediately and the problem is resolved. Commissioner Strachan felt more comfortable knowing that Deer Valley contacts Deer Crest when there is a parking issue.

Chair Worel opened the public hearing.

There were no comments.

Chair Worel closed the public hearing.

Commissioner Strachan asked if there was any reason to think that the trend may change and problems might occur later. Mr. Bennett did not think it would. He noted that a third of the memberships have already been sold. Multiplying that number by three is still less people parking that what was anticipated in the approval.

Commissioner Strachan could see no reason to require another review. Commissioner Stuard agreed that this appeared to be a low key use and there would be nothing more to talk about. The Commissioners concurred.

Assistant City Attorney McLean noted that this was an informational review and no action was required.

2. <u>166 Ridge Avenue – Steep Slope Conditional Use Permit – King Ridge Estates/Ridge Avenue</u> (Application PL-14-02268)

Planner Christy Alexander reported that this item was discussed by the Planning Commission on July 23, 2014 and was continued to this meeting. On July 23rd the Planning Commission requested that the applicant come back with a construction mitigation plan and the geo-tech report. The Planning Commission also continued the item pending a discussion with the Building Department on whether or not to impose a different type of remediation bond. Another issue was whether or not to impose restrictions on access and the hours for accessing the site.

Planner Alexander stated that the applicant had submitted the construction mitigation plan and the geo-tech report. Both documents were included in the Staff report. The Building Department had provided their opinion on the bond during the work session this evening. The Building Department did not believe it was necessary to impose an additional bond on applicants because the issues are addressed through the Building Department review.

Jonathan DeGray, representing the applicant, was available to answer questions.

Commissioner Strachan referred to page 202 of the Staff report and the picture showing the lot location at the U-turn on Ridge. He asked if the lot stops at Anchor. Mr. DeGray replied that Anchor was actually part of the lot as part of the non-disturbed area. Commissioner Strachan wanted to how far the lot goes over the hill off to the side of Anchor. Mr. DeGray clarified that the lot stops at the edge of Anchor just before it begins to get really steep.

Chair Worel recalled a discussion at the last meeting about restricting Daly Avenue in terms of accessing the site and appropriate hours. She noted that the Planning Commission had questioned whether it was appropriate to have construction vehicles on Daly Avenue from 7:00 a.m. to 9:00, but she could not find that addressed in the Construction Mitigation Plan. Commissioner Strachan recalled that the Planning Commission had intended to make that decision this evening.

Planner Alexander stated that the Building Department thought it would be better to limit the access to using one road up and the other road down. Mr. DeGray recalled that the Commissioners had talked about using King Road for up and down construction traffic and limiting Ridge to Daly to down only. Mr. DeGray believed the bulk of the construction vehicles would use King Road. He was open to discussion as long as it was reasonable access.

Chair Worel reiterated that she could not find that addressed in the Construction Mitigation Plan. Commissioner Strachan did not believe the Planning Commission had given Mr. DeGray specific direction to be included in the construction mitigation plan.

Commissioner Strachan asked Mr. DeGray what he would anticipate as a reasonable number of loads from excavation. Mr. DeGray stated that due to the steepness of the initial part of the lot off the access road, the excavation is fairly limited on this particular lot. He believed the amount of excavation would be more typical to a low slope or a flat lot. Mr. DeGray assumed the dump trucks would want to use King because Ridge to Daly is very narrow. From the site on Ridge to King is a shorter route. Commissioner Strachan clarified that his concern was the fact that Daly has a lot of children and pedestrians. He was trying to estimate the number of trucks on the road. Mr. DeGray expected the excavation to take approximately one week. The trucks typically run every hour or two.

Commissioner Strachan confirmed that the plan before the Commissioners this evening was the exact same plan they saw previously. Mr. DeGray answered yes.

Chair Worel opened the public hearing.

There were no comments.

Chair Worel opened the public hearing.

Commissioner Joyce thought the primary concern was the steep slope and he believed the Building Department had sufficiently addressed their questions and concerns. He was comfortable restricting the access to up King Road and down Daly Avenue. Commissioner Joyce recalled that the Planning Commission was in favor of the architectural plans at the last meeting and he had no other concerns.

Commissioner Campbell stated that his concerns from the last meeting had been alleviated. However, he stated for the record that he was opposed to putting restrictions on one job site that they would not require for all projects. He questioned whether the Planning Commission had the right to say which roads could be accessed and how. He felt it was a matter to be handled by the police department if safety was an issue.

Commission Campbell would support the Planning Commission if they placed the restriction, but it would set a bad precedent. Chair Worel clarified that the Planning Commission has the purview to place the restriction because it is a matter of public safety. Commissioner Campbell thought the restriction was too arbitrary because there were no set parameters for doing so such as truck size and weight.

Commissioner Stuard concurred with the comments made by Commissioner Joyce.

Commissioner Phillips was comfortable with the project. He had checked the site plan to see whether any portion of the lot near the excavation drops off, but he could not see where that would occur on this particular lot. Commissioner Phillips believed the excavation would be minimal compared to what has been hauled from other sites.

Commissioner Strachan was ready to approve the application this evening. He appreciated that Mr. DeGray had provided the requested information. Commissioner Strachan stated that his only concern was the hours of operation. He was uncomfortable with the idea of large dump trucks going down Daly during the times when children are outside playing. Commissioner Strachan recommended restricting the hours of operation for the excavation only to hours when children are in school. Commissioner Phillips agreed with restricting the hours as suggested by Commissioner Strachan. Daly is a narrow street and when he walks it he has to move off the street every time a vehicle passes even if the car is small.

Commissioner Stuard stated that he has always believed the construction hours set by the City were overly lenient. He personally did not think construction should occur anywhere after 7:00 p.m. He pointed out that later construction hours only work during certain times of the year when it stays light. Commissioner Stuard requested that the Planning Commission consider a future discussion on whether the construction hours should be changed.

Commissioner Campbell agreed that the construction hours were too lenient. However, until the hours are changed for everyone he disagreed with imposing a restriction on one applicant.

Commissioner Strachan clarified that he was only talking about restricting hours during the excavation period. Framing and other construction or hauling could occur per the City regulations. He believed that placing a restriction on the excavation hours was reasonable and that public safety concern supports it.

Mr. DeGray stated that instead of restricting hours on Daly during certain periods of the day, he preferred to add a condition stating that during excavation, heavy trucks would be

prohibited down Ridge to Daly, and have all truck traffic use King Road. Commissioner Strachan felt that was a better solution. Mr. DeGray clarified that the restriction would only be for heavy trucks during the period of excavation. Commissioner Strachan answered yes.

Commissioner Strachan revised Condition of Approval #18 to read, "Heavy truck access during excavation shall only be on King Road and Ridge Avenue and never down Daly Avenue." Commissioner Campbell wanted to know who would enforce the condition. Commissioner Strachan replied that it would be the Building Department since they enforce all other conditions of approval.

Planner Alexander noted that the Planning Commission still needed to discuss whether or not to grant the garage height exception because they had deferred their decision to this meeting. Planner Stuard thought there was consensus at the last meeting that all the Commissioners were comfortable with the height exception. The Commissioners concurred.

Commissioner Strachan asked if the height exception was addressed in the current conditions of approval in the draft ordinance. Planner Alexander replied that the height exception would be part of the HDDR review. Director Eddington clarified that he would be approving the height exception based on input from the Planning Commission.

MOTION: Commissioner Joyce moved to APPROVE 166 Ridge Avenue, Steep Slope Conditional Use Permit, King Ridge Estates, based on the Findings of Fact, Conclusions of Law and Conditions of Approval as amended. Commissioner Campbell seconded the motion.

VOTE: The motion passed unanimously.

<u>Findings of Fact – 166 Ridge Avenue</u>

1. The property is located at 166 Ridge Avenue.

2. The property is described as a Lot 1, King Ridge Estates, a portion of Block 75, Millsite Reservation to Park City.

3. The lot is 131.07' in length on the north side, by 99.12' in length on the south side, with a width of 50'; the lot contains 5,899 sf of area. The allowable building footprint is 2,117.3 sf for a lot of this size and the proposed building footprint is 1,624 sf.

4. The Plat states the maximum floor area cannot exceed 3,030 sf; the proposed home

has a floor area of 2,881 sf (excluding a 267 sf garage as the Plat Notes state garages up to 600 sf are not included in the overall floor area).

5. The vacant site is not listed as historically significant on the Park City Historic Sites Inventory and there are no structures on the lot.

6. The property is located in the HRL zoning district and is subject to all requirements of the Park City Land Management Code (LMC) and the 2009 Design Guidelines for Historic Districts and Historic Sites.

7. Access to the property is from Ridge Avenue, an unbuilt right-of-way to be built by the applicant. The lot is a downhill lot. Two parking spaces are proposed on site. One space is proposed within an attached garage and the second is on the driveway in a tandem configuration to the garage.

8. The neighborhood is characterized by primarily historic and non-historic single family houses and vacant lots.

9. A Historic District Design Review (HDDR) application was reviewed by staff for compliance with the Design Guidelines for Historic Districts and Historic Sites adopted in 2009. The design was found to comply with the Guidelines.

10.The lot is an undeveloped lot containing primarily grasses, weeds, and shrubs that are not classified as significant vegetation.

11.The driveway is proposed to be a maximum of 13 feet in width and 27 feet in length from the edge of the street to the garage in order to place the entire length of the second parking space entirely within the lot. The garage door complies with the maximum width and height of nine feet (9').

12.The garage does not exceed 18 feet in height above the garage floor.

13.The proposed structure complies with all setbacks.

14.The proposed structure complies with allowable height limits and height envelopes for the HR-L zoning district as the house measures less than 27 feet in height from existing grade, the structure is less than the maximum height of 35 feet measured from the lowest finish floor plane to the point of the highest wall top plate that supports the ceiling joists or roof rafters, and the design includes a 10 foot step back at a height slightly below 23 feet.

15.The proposal, as conditioned, complies with the Historic District Design Guidelines as well as the requirements of 15-5-5 of the LMC.

16.The proposed materials reflect the historic character of Park City's Historic Sites, incorporating simple forms, unadorned materials, and restrained ornamentation. The exterior elements are of human scale and the scale and height follows the predominant pattern of the neighborhood, in particular the pattern of houses on the downhill side of Park Avenue.

17.Lot coverage, site grading, and steep slope issues are also compatible with neighboring sites. The size and mass of the structure is compatible with surrounding sites, as are details such as the foundation, roofing, materials, as well as window and door openings. The single car attached garage and off-street parking area also complies with the Design Guidelines.

18.No lighting has been proposed at this time. Lighting will be reviewed by the Planning Department at the time of the building permit for compliance with the Land Management Code lighting standards.

19.The applicant submitted a visual analysis/ perspective, cross canyon view from the east, and a streetscape showing a contextual analysis of visual impacts on adjacent streetscape.

20.There will be no free-standing retaining walls that exceed six feet in height with the majority of retaining walls proposed at four feet (4') or less. The building pad location, access, and infrastructure are located in such a manner as to minimize cut and fill that would alter the perceived natural topography.

21.The site design, stepping of the building mass, articulation, and decrease in the allowed difference between the existing and final grade for much of the structure mitigates impacts of construction on the 30% or greater slope areas.

22.The plans include setback variations, increased setbacks, decreased building heights and an overall decrease in building volume and massing.

23. The proposed massing, articulation, and architectural design components are compatible with the massing of other single family dwellings in the area. No wall effect is created with adjacent structures due to the stepping, articulation, and placement of the house.

24.The garage height is 34.5 feet on a downhill lot; garage height may exceed up to 35'

on a downhill lot subject to Planning Director approval.

25.The findings in the Analysis section of this report are incorporated herein.

26.The applicant stipulates to the conditions of approval.

Conclusions of Law – 166 Ridge Avenue

1. The CUP, as conditioned, is consistent with the Park City Land Management Code, specifically section 15-2.1-6(B).

2. The CUP, as conditioned, is consistent with the Park City General Plan.

3. The proposed use will be compatible with the surrounding structures in use, scale, mass and circulation.

4. The effects of any differences in use or scale have been mitigated through careful planning.

Conditions of Approval – 166 Ridge Avenue

1. All Standard Project Conditions shall apply.

2. No Building permit shall be issued until the Plat has been recorded.

3. City approval of a construction mitigation plan is a condition precedent to the issuance of any building permits.

4. A final utility plan, including a drainage plan, for utility installation, public improvements, and storm drainage, shall be submitted with the building permit submittal and shall be reviewed and approved by the City Engineer and utility providers, including Snyderville Basin Water Reclamation District, prior to issuance of a building permit.

5. City Engineer review and approval of all lot grading, utility installations, public improvements and drainage plans for compliance with City standards is a condition precedent to building permit issuance.

6. A final Landscape Plan shall be submitted to the City for review prior to building permit issuance. Such plan will include water efficient landscaping and drip irrigation, and shall mitigate the visual effects of the retaining walls. Lawn area shall

be limited in area.

7. If required by the Chief Building Official based on a review of the soils and geotechnical report submitted with the building permit, the applicant shall submit a detailed shoring plan prior to the issue of a building permit. If required by the Chief Building Official, the shoring plan shall include calculations that have been prepared, stamped, and signed by a licensed structural engineer.

8. This approval will expire on July 23, 2015, if a building permit has not been issued by the building department before the expiration date, unless an extension of this approval has been requested in writing prior to the expiration date and is granted by the Planning Director.

9. Plans submitted for a Building Permit must substantially comply with the plans reviewed and approved by the Planning Commission and the Final HDDR Design.

10.All retaining walls within any of the setback areas shall not exceed more than six feet (6') in height measured from final grade, except that retaining walls in the front yard shall not exceed four feet (4') in height, unless an exception is granted by the City Engineer per the LMC, Chapter 4.

11.Modified 13-D residential fire sprinklers are required for all new construction on this lot.

12.The garage door shall be a "carriage" style door made of wood.

13.All exterior lighting, on porches, decks, garage doors, entryways, etc. shall be shielded to prevent glare onto adjacent property and public rights-of-way and shall be subdued in nature. Light trespass into the night sky is prohibited. Final lighting details will be reviewed by the Planning Staff prior to installation.

14.Construction waste should be diverted from the landfill and recycled when possible.

15. All electrical service equipment and sub-panels and all mechanical equipment, except those owned and maintained by public utility companies and solar panels, shall be painted to match the surrounding wall color or painted and screened to blend with the surrounding natural terrain.

16.Parking is only allowed on the private driveway in front of the garage for 166 Ridge Avenue; parking is prohibited on the private drive (extending from Ridge Avenue).

17.The contractor shall provide and place signage such as Heavy Truck Traffic, etc. along access routes.

18. Heavy truck access during excavation shall only be on King Road and Ridge Avenue and never down Daly Avenue.

19.This approval will expire on August 27, 2015, if a building permit has not been Issued.

3. 15 Anchor Avenue – the 15 Anchor Avenue Subdivision, Subdivision Plat Amendment (Application PL-14-02405)

Planner Anya Grahn noted that 15 Anchor Avenue is also known as 55 Anchor Avenue because it is labeled as 55 on some of the Sanborn Fire Insurance maps. The property includes 11 partial lots. The applicant, Judy Scipione, was proposing to subdivide the property into two legal lots of record. Lot one would be where the historic house is located.

Planner Grahn stated that the house was in dilapidated condition and this was a great opportunity to renovate the house, add an addition and preserve a local landmark. She stated that Anchor Avenue was platted but never built upon, and it is included in a portion of the property.

Planner Grahn reported that in 1996 the Millsite Reservation Subdivision was created, which created Lots 55 and 57. She stated that 15 Anchor Avenue, as well as the other properties off of King Road, are accessible by a private driveway that is secured by an access easement, as well as an emergency access agreement with the City.

Planner Grahn remarked that at the time 55 and 57 King Road were platted and approved, conditions of approval were added to prohibit a duplex or an increase in density to avoid having to increase the parking. A similar condition of approval was added to this application to only allow a single family home on each lot.

Planner Grahn noted that the current setbacks of the historic house were outlined in the Staff report. The current house and the historic shed do not meet the current setback but they are valid complying structures because they are historic. The lot size created by the subdivision is slightly larger than average in the HR-1 District. However, overall the size would be in keeping with the neighborhood. If the applicants decide to build over 1,000 square feet on a slope steeper than 30%, they would be have to apply for a Steep Slope CUP.

Commissioner Strachan asked where the footprint of the new lots would be in relation to the steep slopes. Planner Grahn used a site plan to show the location of the addition proposed for the historic house, as well as and the new lot line for Lot 2. She pointed out that based on the lot lines the new house on Lot 2 would have to be a pie shape. Commissioner Strachan understood that the new house might touch on the steep slopes. He assumed the applicant could avoid the Steep Slope CUP process by making the footprint slightly smaller.

David White, the architect, stated that the proposed lot line dividing the two lots would be five feet to the right of the historic house and parallel to the wall of the historic house. Mr. White reviewed the proposed site schematics and explained the formula he used to determine the footprint. He noted that the allowable footprint for Lot 1 was 1984.96 square feet. The preliminary proposal for Lot 1 was 1731 square feet, which was less than what is allowed. The allowable footprint for Lot 2 is 1728.26 square feet and the preliminary proposed footprint for Lot 2 was 1613 square feet.

Chair Worel asked if the footprint would cross steep slopes for the house. Mr. White stated only the driveway would cross the steep slope on Lot 2. It would be possible to propose a bridge from the driveway to the house rather than disturbing the slope.

Planner Grahn reported that the applicant had not yet submitted a Historic District Design Review application. Everything at this point was just a preliminary proposal.

Chair Worel opened the public hearing.

There were no comments.

Chair Worel closed the public hearing.

Commissioner Joyce had visited the site and he believed building on Lot 2 would be a challenge. He was comfortable with the requested subdivision.

Commissioner Strachan thought the lot was ready for infill.

MOTION: Commissioner Strachan moved to forward a POSITIVE recommendation to the City Council for 15 Anchor Avenue plat amendment, according to the Findings of Fact, Conclusions of Law and Conditions of Approval found in the draft ordinance attached to the Staff report. Commissioner Stuard seconded the motion.

VOTE: The motion passed unanimously.

Findings of Fact – 15 Anchor Avenue

1. The property is located at 15 Anchor Avenue within the Historic Residential (HR-1) Zoning District.

2. The applicants are requesting combine Lots 47, 48, 49, 50, 51, 54, 55, 56, 57, 58, 59, and 60 of the Amended Plat of the Park City Survey into two (2) legal lots of record.
3. The plat amendment is necessary in order for the applicant to move forward with a Historic District Design Review (HDDR) application for the purpose of renovating the historic house and adding an addition.

4. The amended plat will create two (2) new lots that measure 5,367.5 sf (Lot 1) and 4,435.8 sf (Lot 2) in size. Minimum lot size in the HR-1 zone is 1,870 sf.

5. The site is identified as “Landmark” on the City’s Historic Sites Inventory (HSI). The existing house was in poor, deteriorated condition as documented on the 2009 Historic Sites Inventory.

6. The historic shed structure encroached over the east property line and into the neighboring property. The structure would not be permitted to be relocated on the property unless the relocation meets the criteria outlined in LMC 15-11-13.

7. The renovation of the house will require a review under the adopted 2009 Design Guidelines for Historic Districts and Historic Sites through the HDDR process. At this time, no HDDR application has been submitted to the Planning Department in order to renovate the house and add a small addition.

8. The maximum allowed building footprint allowed on Lot 1 is 1,985.0 square feet and on Lot 2 is 1,728.6 square feet. The applicant intends to construct a new rear addition and renovate the historic structure on Lot 1. A new single family house will be constructed on Lot 2.

9. This plat amendment will create two (2) legal lots of record that are slightly larger than adjacent properties in the HR-1 District, but remain comparable in size to the neighborhood overall.

10. The historic house and shed have a front and rear yard setback of 0 feet, a north side yard setback of 5 feet, and a south side yard setback of 4 feet. Historic structures that do not comply with building setbacks are valid complying structures.

11. New additions to the rear of the historic home require adherence to current setbacks as required in the HR-1 District, as well as be subordinate to the main dwelling in terms of size, setback, etc., per the requirements of the adopted 2009 Design Guidelines for Historic Districts and Historic Sites.

12. Any new development on Lot 2 of the 15 Anchor Avenue Subdivision will be required to meet the current setbacks, footprint, and height restrictions as required by the HR-1 District.

13. On June 16, 2014, the applicant applied for a plat amendment. The application was deemed complete on June 19, 2014.

14. In 1985, Park City Municipal Corporation entered into an Agreement to Provide Emergency Access with the owners of lots in Block 75 of the Park City Survey. The agreement stipulated that the property owners would widen the width of the access easement agreement to sixteen feet (16') and pave an area at least twelve feet (12') in width within the easement in order to accommodate emergency vehicles.

15. There is an existing easement between the applicant and Anchor Development allowing the applicant to access her property via a private driveway extending approximately 185 feet from the north property line of 55 King Road to the built King Road and measuring sixteen feet (16') in width. The paved driveway built within the easement is twelve feet (12') in width.

16. In 1996, City Council approved the 55-57 King Road Plat Amendment which created the adjacent lots at 55 and 57 King Road. This plat amendment included provisions negating the further subdivision and/or the development of additional units beyond the two (2) units for that subdivision to ensure that the private driveway and limited access were not further burdened by increased development

17. The applicant has reviewed and agreed to the Conditions of Approval.

<u>Conclusions of Law – 15 Anchor Avenue</u>

1. There is good cause for this plat amendment.

2. The plat amendment is consistent with the Park City Land Management Code and applicable State law regarding subdivisions.

3. Neither the public nor any person will be materially injured by the proposed plat amendment.

4. Approval of the plat amendment, subject to the conditions stated below, does not adversely affect the health, safety and welfare of the citizens of Park City.

Conditions of Approval – 15 Anchor Avenue

1. The City Attorney and City Engineer will review and approve the final form and content of the plat amendment for compliance with State law, the Land Management Code, and the conditions of approval, prior to recordation of the plat.

2. The applicant will record the plat amendment at the County within one (1) year from the date of City Council approval. If recordation has not occurred within one (1) years' time, this approval for the plat will be void, unless a complete application requesting an extension is made in writing prior to the expiration date and an extension is granted by the City Council.

3. No building permit for any work that expands the footprint of the home, or would first require the approval of an HDDR, shall be granted until the plat amendment is recorded with the Summit County Recorder's office.

4. Modified 13-D sprinklers will be required for new construction by the Chief Building Official at the time of review of the building permit submittal and shall be noted on the final Mylar prior to recordation.

5. The addition of a plat note specifying that further subdivision and/or the development of additional units beyond the two (2) single family houses on Lots 1 and 2 shall be prohibited.

6. The plat shall contain a note referencing the 2008 access agreement for the private driveway.

7. The applicant shall change the addresses of Lots 1 and 2 of the 15 Anchor Avenue Subdivision to the satisfaction of the City Engineer and the addresses shall be identified on the plat prior to plat recordation.

8. An encroachment agreement for the historic shed is recommended.

4. Round Valley Park City Annexation and Zoning Map Amendment – Annexation of 1,368 acres located in Sections 28, 33, 34 and 35 T1SR4E and Sections 2 and 3, T2SR4E East of US 40 and North of SR 248. Park City Municipal is the applicant. The requested zoning is Recreation Open Space (1,262 acres) and

LI, Limited Industrial (2 acres). The property is primarily City owned open space encumbered with conservation easements, with the exception of two 1 acre City-owned, non-encumbered parcels, and includes the 120 acres Osguthorpe conservation easement area. (Application PL-13-01857)

Planner Whetstone reviewed the application for approximately 1368 acres of almost exclusively open space areas purchased by the City. Most of the properties have conservation easements and deed restrictions. The properties are owned by Park City but they are located in unincorporated Summit County. Planner Whetstone noted that the annexation petition was submitted by Park City Municipal as the property owner.

Planner Whetstone stated that the first step of an annexation is to take the petition to the City Council, and that was done March 21st, 2013. The City Council accepted the petition and proper noticing was done. During the three week noticing period the Planning Department received no protests and; therefore, a hearing with the Boundary Commission was not necessary. The next step was to notice all the affected property owners, which includes all the special improvement districts and any municipalities and counties that might be affected. No comments were heard during that noticing period. Planner Whetstone remarked that in February 2014 the Staff brought this petition to the Planning Commission for discussion. The proposed zone is the ROS, Recreation Open Space. Planner Whetstone noted that the red lines on the site plan identified the existing trails. A 121 acres is still owned by the Osguthorpe Family Trust, and the City has a conservation easement on the property that allows for recreation use in the winter. The 121 acres is zoned agriculture and has an agricultural use that would continue. An agreement in the annexation indicates that the only water rights would be on that property.

Planner Whetstone reported that the current zoning is rural residential which allows a density of one unit per 20 acres; or one unit per 40 acres on Sensitive Lands. The Hillside Stewardship, which is primarily the Osguthorpe property or property on other hillsides is one unit per 30 acres for developable and one unit per 40 for sensitive.

Planner Whetstone stated that the requested zoning was ROS, which the Planning Department agreed with. She noted that the Planning Staff would work with the City Attorney to attach all of the recorded deed restrictions and conversation easements to the annexation agreement for easy reference.

Planner Whetstone presented an exhibit showing the existing zoning, the proposed zoning and the surrounding zoning. She indicated the northern area and the southern area with an area of City in between with 250' feet along Highway 248 in the frontage protection zone. Planner Whetstone indicated two one-acre parcels known as the Gordo parcels. The Planning Commission held a site visit in June to look at those two parcels. Other than

the UDOT parcels, the Gordo parcels are the only parcels that do not have a deed restriction. The Gordo parcels were purchased for the purpose of land banking the property to allow time for the City Council to discuss the best potential for the land, which may include open space, affordable housing or additional area needed for current operations on City land for uses such as recreational and/or public works support. Those uses are consistent with the ROS zone. The City, as the petitioner, was requesting Light Industrial Zoning for those parcels. The Staff was hesitant to support Light Industrial zoning and recommended that those two parcels be zoned ROS as well.

The Staff would make it clear in the annexation that if the City were to submit a proposal for public works or other support use, it would not be considered open space in the same way as the rest of the property that is zoned ROS. Planner Whetstone noted that the additional redlines in the annexation agreement was intended to make the difference in ROS zone uses more clear.

Planner Whetstone noted that an annexation requires a report to address all the specific criteria for reviewing an annexation. The Staff had conducted a review and believes the proposed annexation complies with all the requirements of an annexation. The Staff requested that the Planning Commission discuss the proposed zoning as outlined on page 339 of the Staff report. The Staff recommended that the Planning Commission review the annexation petition and the report, conduct a public hearing and consider forwarding a positive recommendation to the City Council in accordance with the draft ordinance.

Heinrich Deters, representing Park City Municipal Corp. as the petitioner, thanked the Planning Commission for attending the site visit in June. Mr. Deters stated that he is the Trails Coordinator and he does trails, open space, walkability and property for the City. He introduced Roger McClain with the Water Department. Mr. Deters noted that Mr. McClain would provide insight on some of their needs, as well as recent experiences and issues the City has had with limitations on Public Works facilities.

Mr. Deter noted that the Staff report contained a report from the former City Manager, Tom Bakaly, regarding the purchase of the Gordo parcels. Mr. Deters stated that as the City grows it will be necessary to look at that property for various options, including affordable housing and public facilities and services.

Mr. Deters stated that when the City made the application, they looked at the parcels and proposed Light Industrial with the intent of clarity and transparency for the public. They wanted it clear that these parcels were owned by the City but it would not be open space. Mr. Deters understood that the Planning Commission had concerns with LI zoning along the entry corridor. He believed the Planning Staff had done a good job of proposing recreational open space because it meets the goals of the entry corridor uses and it

acknowledges that it is a conditional use is required for a public facility greater than 600 square feet.

Mr. Deters stated that the City was requesting additional language through the annexation agreement that was provided to the Staff this evening. He asked that the Planning Commission allow time for the City Legal Department to review that language before it is adopted by the City Council.

Mr. Deters commented on the needs of essential public facilities that need to be addressed. Roger McClain, with the Water Department, stated that Public Works was in the initial stages of a facility plan and moving forward as far as actual Public Works needs, size, site locations, etc. Nothing specific has been laid out and it will be a thorough process of programming and discussions with the Planning Department, the Planning Commission and the City Council to work through the issues. Mr. McClain remarked that it was important to preserve the available sites and make sure they were still on the table. This came to light during the paving operations utilizing the North 40 and conflicts that were encountered with the neighborhood when they tried to make it a staging area. Mr. McClain noted that it became apparent that they needed to be careful in how they address snow removal, paving, water operations, etc. Part of the process will be working through the issues and looking at the outcome. He pointed out that it is important to have good facilities for first responders in an emergency situation. Mr. McClain looked forward to many future conversations.

Mr. Deters stated that an item that comes up frequently for the Gordo parcels is the relocation of the Recycling Center. He noted that there have been discussions but nothing has been decided.

Commissioner Strachan asked if the City was considering any other parcels within the annexation area to apply for a CUP, or if it would only be the Gordo parcels. Mr. Deters replied that it was just the Gordo parcels.

Mr. Deters stated that another issue he would like the Planning Commission to address was the conservation easement on the Osguthorpe parcel. Agricultural uses currently take place on that property and if the parcel is zoned ROS it would become an existing non-conforming use. He believed people like the different agricultural uses in open space. Commissioner Strachan asked if the existing use was the alfalfa field. Mr. Deters answered yes. Commissioner Strachan questioned why that would be non-conforming with the ROS zone. Planner Whetstone explained that conservation is an allowed use and agriculture is a conditional use.

Commissioner Strachan asked if the Land of Oz was a conservation activity. Mr. Deters stated that Land of Oz was part of the conservation agreement as a recreational use. Mr. Deters explained that when they determined the allowed uses on that parcel recreation was called out. However, in looking at the values of the easement it was agricultural. He stated that part of the agreement with the Osguthorpe's was to make sure significant public benefit was associated with the open space purchase.

Assistant City Attorney McLean believed the distinction is that it is a conditional use under the zone. Agriculture is allowed under the conservation easement that was bought for it, but under the ROS zone, agriculture requires a CUP. The use can continue as an existing non-conforming use.

Commissioner Strachan asked if the Planning Commission was being asked to grandfather the use. Mr. Deters answered yes. Ms. McLean felt it was likely that the applicant would come in after the fact for a CUP in order to make it conforming. Commissioner Strachan asked if Osguthorpe or the City would be the applicant. He was told that it would be Osguthorpe since he is the landowner.

Mr. Deters asked if it would be over-stepping to address the issue in the annexation agreement. Assistant City Attorney replied that it could not be included in the annexation agreement.

Commissioner Strachan was concerned that Osguthorpe could apply for a different kind of CUP. Mr. Deters stated that the easement governs the use of the property. Therefore, the easement strips the development right from the property. Commissioner Strachan did not believe there was any advantage for Osguthorpe to go through the CUP process and pay the fees if he could continue the use as existing non-conforming.

Assistant City Attorney clarified that she misunderstood and thought they were talking about it was the City-owned parcel and not the one owned by Osguthorpe. She agreed that Osguthorpe would probably not apply for a CUP if he owns the land.

Commissioner Stuard understood that all the concerns expressed regarding the space for adequate public facilities had been targeted on the south parcel. He could not understand why they would not zone the north parcel POS rather than ROS. Mr. Deters noted that currently the only City parcel zoned POS was next to the NAC. He stated that most of the open space parcels within the City boundaries are zoned ROS. ROS is consistent with the recreation and open space bond that was used to purchase the land. It is also consistent with all the conservation easements as recreational uses. Mr. Deters believed ROS zoning best fits the spirits of the parcels at the moment.

Commissioner Stuard clarified that he was most concerned with some of the conditional uses of the ROS zone for the north parcel, specifically a golf course. Assistant City Attorney McLean pointed out that under the Code, if an applicant or a petitioner from the annexation asks for either ROS or POS, the LMC 15-8-3(E) states that a request for ROS is not subject to Planning Commission review. Under the Code, the Planning Commission does not have the ability to change a request from ROS.

Planner Whetstone asked if Mr. Deters knew the conservation easements well enough to say whether a golf course would be allowed on the north parcel. Mr. Deters stated that passive recreation is the terminology in most of the conservation easements. Even the deed restrictions on the parcels call out specifically certain recreation that is passive, as opposed to uses such as amusement parks, etc. He was unsure whether the language specifically calls out a golf course, but he thought it did. Mr. Deters stated that the existing encumbrances of the property remove those possibilities.

Chair Worel opened the public hearing.

There were no comments.

Chair Worel closed the public hearing.

Commissioner Stuard stated that the golf course on the north parcel was his primary concern and he was prepared to move forward.

Commissioner Phillips stated that he was still undecided and needed to be swayed on the Gordo parcel. He was uncomfortable limiting the possibilities for the City with ROS zoning, but he was also uncomfortable with LI zoning in the event that the City may sell the property. It would be difficult to downsize the zoning if that occurred.

Director Eddington clarified that whether it was Light Industrial or Recreation Open Space, a municipal facility would still require a conditional use permit. He pointed out that ROS zoning would provide protection from private possibilities. Commissioner Phillips asked if the Recycling Center could be located there. Director Eddington answered yes, noting that a 501C3 is municipal facilities. Commissioner Phillips was satisfied with the explanation and felt more comfortable about making a decision.

Planner Whetstone noted that the LMC does not have a good definition for essential public municipal facilities services. Part of the future LMC updates would be to draft a clear definition. With the current wording, the Staff was comfortable that a Recycling Center in the ROS zone could be considered for a conditional use permit.

Commissioner Strachan had no concerns. He always believed that ROS was the proper zoning.

Commission Campbell understood that the applicant was requesting LI zoning for the Gordo parcels but the Staff was recommending ROS zoning. Mr. Deters clarified that the applicant agreed with the Planning Staff because ROS was the best way to approach the concerns of the Planning Commission. Mr. Deters believed the next step would be to work through the subdivision process for those small parcels. Commissioner Campbell favored the idea of the same zoning on all the parcels and he liked the idea of the City following the same rules as everyone else.

Commissioner Joyce was pleased that the zoning moved from LI to ROS and he was comfortable moving forward. Commissioner Joyce wanted to know who owns the RD property. Director Eddington stated that it was City-owned property. Commissioner Joyce asked why that property would not be zoned ROS in conjunction with the annexation parcels. Mr. Deters explained that the RD zoned parcels are referred to as the Bango-Whartley parcels. It was a deal from the 1990's and the property was annexed after the City purchased the property. It was originally an affordable housing project and he was unsure how the City got involved. However, the City purchased those parcels as well as the current site of the Water Treatment Plant. Mr. Deters stated that part of the purchase agreement included development parcels and park parcels. When the annexation went through the property was zone RD. He assumed that no one has ever looked at changing it.

Assistant City Attorney noted that the item this evening was the annexation and the associated zoning. She suggested that the Planning Commission could direct the Staff to look at the history of those parcels and provide a report regarding the zoning and how the property was acquired.

Commissioner Joyce understood that it was not part of this discussion. However, he keeps hearing about how the City needs the two Gordo parcels; but no one is paying attention to the property right next to it that is six times larger. He thought there appeared to be a disconnection. Commissioner Joyce was interested in hearing the background and having an answer. In his opinion it should be zoned ROS to be consistent with everything else they were doing in that area unless there was a compelling reason to leave it RD.

Assistant City Attorney McLean noted that the Annexation Agreement needed to be reviewed as part of their recommendation to the City Council this evening. Planner Whetstone stated that the City Council would take final action on the Annexation Agreement. The Staff had added additional language and the applicant had not had the opportunity to review it.

Mr. Deters clarified that he had just received the additional language before the meeting stated. He requested that the Planning Commission wait to take action until he could review the document with their attorney.

Planner Whetstone preferred that the Planning Commission take action this evening to avoid having it come back at another meeting.

Chair Worel asked if the Legal Department had reviewed the new language. Assistant City Attorney McLean explained that she had reviewed the language and believed it reflects the annexation being proposed. However, the applicant, represented by City Staff, needed to speak directly with their legal group. Ms. McLean clarified that she looks at it from a regulatory standpoint and the attorney representing the petitioner needs to review it from their standpoint. She suggested that Mr. Deters could review the document prior to the September 24th meeting and if he requested changes to the annexation agreement, it would be placed on the agenda for the September 24th meeting. If no there were changes the recommendation would go to the City Council.

Mr. Deter stated that as representative of the applicant, he was more comfortable with asking for a Continuance this evening to make sure everyone agreed with the additional language before the Planning Commission forwards a recommendation.

MOTION: Commissioner Strachan moved to CONTINUE the Round Valley Park City Annexation and Zoning Map amendment to September 24, 2014. Commissioner Phillips seconded the motion.

VOTE: The motion passed unanimously.

Park City Planning Commission meeting adjourned at 8:20 p.m.

Approved by Planning Commission: _____

Planning Commission
Staff Report

PARK CITY 1884
PLANNING DEPARTMENT

Subject: **Barbara's Subdivision**
Author: **Francisco J. Astorga, Planner**
Project Number: **PL-14-02448**
Date: **September 24, 2014**
Type of Item: **Administrative – Plat Amendment**

Summary Recommendations

Staffs recommends the Planning Commission hold a public hearing for Barbara's Subdivision Plat Amendment located at 1103 and 1105 Lowell Avenue and consider forwarding a positive recommendation to the City Council based on the Findings of Fact, Conclusions of Law, and Conditions of Approval as found in the draft ordinance.

Staff reports reflect the professional recommendation of the Planning Department. The Planning Commission, as an independent body, may consider the recommendation but should make its decisions independently.

Description

Applicant:	Steven and Mark Parker represented by Elliott Workgroup Architecture
Location:	1103 and 1105 Lowell Avenue
Zoning:	Historic Residential (HR-1)
Adjacent Land Uses:	Residential
Reason for Review:	Plat Amendments require Planning Commission review and City Council review and action

Proposal

The applicant requests to re-plat all of Lot 1 & Lot 2, southern portions of Lot 3 and 30, and Lot 31 and Lot 32 (minus the west ten feet of lots 30, 31, & 32) of Block 34 of Snyder's Addition into two (2) lots of record.

Background

On August 11, 2014 the City received a completed Plat Amendment application for Barbara's Subdivision Plat Amendment. The property is located at 1103 + 1105 Lowell Avenue. The property is in the Historic Residential (HR-1) District. The subject property consists of all of Lot 1 & Lot 2, southern portions of Lot 3 and 30, Lot 31 and Lot 32 (minus the west ten feet of lots 30, 31, & 32) of Block 34 of Snyder's Addition Survey. The entire area is recognized by the County as Parcel no./Tax id no.: SA-321-A. The lots were platted in the traditional Old Town configuration (25'x75'); see Exhibit E – County Tax Map.

Currently the site contains a three (3) story duplex setback twenty-seven feet (27') from the front property line. According to Summit County records the structure was built in

1978 and contains a total of 3,155 square feet. The duplex is forty-six feet (46') in width and twenty-five feet (25') in depth, excluding the decks on the north and south façade. The footprint of the duplex is approximately 1,150 square feet. The subject area contains portion of lot 30, 31, and 32, which do not have access to a right-of-way (Pacific Avenue was vacated by the City numerous years ago). Two (2) of the existing lots currently meet the minimum lot area in the HR-1 District.

On August 9, 2012 the City Council reviewed a request where the same applicant proposed to combine the entire area into one (1) lot of record. Their intention was to later submit a Condominium Record of Survey application to be able to build three (3) units on the site. The City Council approved the one lot combination. On July 31, 2013 the City received an application from the applicant requesting an extension of the approval which was set to expire on August 9, 2013. On September 12, 2013 the City Council granted the extension giving the applicant until July 26, 2014 to record the plat. The plat approval has now expired and the applicant has indicated that they decided not to pursue the former approval as they have decided to change their plans to request two (2) lots to be re-platted from the entire area.

Purpose

The purpose of the Historic Residential (HR-1) District is to:

A. preserve present land Uses and character of the Historic residential Areas of Park City,
B. encourage the preservation of Historic Structures,
C. encourage construction of Historically Compatible Structures that contribute to the character and scale of the Historic District and maintain existing residential neighborhoods,
D. encourage single family Development on combinations of 25' x 75' Historic Lots,
E. define Development parameters that are consistent with the General Plan policies for the Historic core, and
F. establish Development review criteria for new Development on Steep Slopes which mitigate impacts to mass and scale and the environment.

Analysis

The proposed plat amendment creates two (2) lots of record from the existing area consisting of 8,680 square feet. A single-family dwelling is an allowed use in the Historic Residential (HR-1) District. The minimum lot area for a single-family dwelling is 1,875 square feet. Lot 1 is proposed to be 2,581.10 square feet. Lot 2 is proposed to be 6,094.03 square feet. The proposed lots meet the minimum lot area for a single-family dwelling.

A duplex is a conditional use in the Historic Residential (HR-1) District. The minimum lot area for a duplex is 3,750 square feet. Lot 1 does not have enough area to qualify for a duplex dwelling. Lot 2 meets the minimum lot area for a duplex. The applicant has indicated that should this Plat Amendment be approved by the City they would want to build one (1) single-family dwelling on each lot. The site currently contains a duplex

that was built in 1978. When the structure was built a two-family building (duplex) was an allowed use in the district. Should this application be approved, the applicant would then demolish the existing duplex prior to plat recordation.

The minimum lot width allowed in the district is twenty-five feet (25'). Lot 1 is proposed to have a lot width of thirty seven feet (37'). Lot 2 is proposed to have a lot width of twenty five feet (25'). The proposed lots meet the minimum lot width requirement.

The following table shows applicable development standards in the Historic Residential (HR-1) District:

LMC Requirements	**Proposed Lot 1**	**Proposed Lot 2**
Building Footprint	1,118.5 square feet	2,163.5 square feet
Front/Rear Yard Setbacks	FY: 15 feet minimum RY: 10 feet minimum	FY: 10 feet minimum RY: 10 feet minimum
Side Yard Setbacks	3 feet minimum, 6 feet total	5 feet minimum, 14 feet total
Building (Zone) Height	No Structure shall be erected to a height greater than twenty-seven feet (27') from Existing Grade.	
Final Grade	Final Grade must be within four vertical feet (4') of Existing Grade around the periphery […].	
Lowest Finish Floor Plane to Highest Wall Top Plate	A Structure shall have a maximum height of thirty five feet (35') measured from the lowest finish floor plane to the point of the highest wall top plate […].	
Vertical Articulation	A ten foot (10') minimum horizontal step in the downhill façade is required […].	
Roof Pitch	Roof pitch must be between 7:12 and 12:12 for primary roofs. Non-primary roofs may be less than 7:12.	
Parking	2 parking spaces, minimum	

Staff has identified that the duplex does not meet current LMC standards outlined above such as the side setbacks and height including vertical articulation. The current building on the site is considered legal non-complying. The LMC indicates that a non-complying structures may continue to be used and maintained subject to the standards and limitation of LMC Chapter 15-9. However, with the lot sizes proposed, the duplex will be required to be demolished prior to plat recordation.

As show on Exhibit F – Vicinity map, the character of the west side of Lowell Avenue is completely different than the character of the east side of the street. The lots on the east side of Lowell Avenue contain the traditional Old Town configuration (25'x75'). The use is also consistent as this portion of Lowell Avenue has various duplexes and condominiums on the north and the south of the subject site.

In July/August of 2011 Planning Staff, the Planning Commission, and the City Council discussed lot combinations, plat amendments, and further limitations to achieve greater compatibility with the historic character in terms of mass and volume, etc. At that time,

the Planning Commission and City Council choose not to amend the Land Management Code (LMC). During the many meetings and discussions it was recognized that the area around the Northstar Subdivision, which is adjacent to the subject site, did not reflect the purpose statements of the Historic District (HR-1) District as there are no historic structures on Lowell Avenue and the lot areas are much larger than the traditional Old Town lot configuration. It was also discussed that after the General Plan update/amendment/re-write, that this area would most likely be of a different zone designation to match the future plans of this neighborhood.

Staff finds good cause for this plat amendment as the existing remnant parcels will become part of a legal lot of record. The other portions of the existing remnant parcels to the north have been incorporated into the adjacent Silverbell No. 2 Condominium. The other portions of the existing remnant parcels to the west are part of the Banberger ownership area identified Parcel no. SA-321. This plat amendment is consistent with the Park City LMC and applicable State law regarding subdivision plats.

Process
The approval of this plat amendment application by the City Council constitutes Final Action that may be appealed following the procedures found in LMC 1-18.

Department Review
This project has gone through an interdepartmental review. No further issues were brought up at that time.

Notice
The property was posted and notice was mailed to property owners within 300 feet. Legal notice was also published in the Park Record according to requirements of the Land Management Code.

Public Input
No public input has been received by the time of this report.

Alternatives
- The Planning Commission may forward positive recommendation to the City Council for the Barbara's Subdivision Plat Amendment as conditioned or amended; or
- The Planning Commission may forward a negative recommendation to the City Council for the Barbara's Subdivision Plat Amendment and direct staff to make Findings for this decision; or
- The Planning Commission may continue the discussion on Barbara's Subdivision Plat Amendment.

Significant Impacts
There are no significant fiscal or environmental impacts from this application.

Consequences of not taking the Planning Department's Recommendation

The site would remain as is and the property owner would not have the option to build two houses. The property owner could demolish the existing duplex and build two single-family dwellings on the two (2) complete Old Town lots of record.

Summary Recommendation

Staffs recommends the Planning Commission hold a public hearing for Barbara's Subdivision Plat Amendment located at 1103 and 1105 Lowell Avenue and consider forwarding a positive recommendation to the City Council based on the Findings of Fact, Conclusions of Law, and Conditions of Approval as found in the draft ordinance.

Exhibits

Exhibit A – Draft Ordinance with Proposed Plat
Exhibit B – Applicant's Project Description
Exhibit C – Aerial Photograph
Exhibit D – Survey
Exhibit E – County Tax Map
Exhibit F – Vicinity Map
Exhibit G – Planning Director Setback Determination

Exhibit A: Draft Ordinance

Ordinance No. 14-XX

AN ORDINANCE APPROVING THE BARBARA'S SUBDIVISION PLAT AMENDMENT LOCATED AT 1103 AND 1105 LOWELL AVENUE, PARK CITY, UTAH.

WHEREAS, the owner of the property located at 1103 and 1105 Lowell Avenue has petitioned the City Council for approval of the record of survey plat; and

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; and

WHEREAS, the Planning Commission held a public hearing on September 24, 2014, to receive input on plat amendment; and

WHEREAS, the Planning Commission, on September 24, 2014, forwarded a positive recommendation to the City Council; and,

WHEREAS, on October 9, 2014, the City Council held a public hearing to receive input on the plat amendment; and

WHEREAS, it is in the best interest of Park City, Utah to approve the Barbara's Subdivision Plat Amendment.

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

SECTION 1. APPROVAL. Barbara's Subdivision Plat Amendment as shown in Attachment 1 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 1103 and 1105 Lowell Avenue.
2. The property is in the Historic Residential (HR-1) District.
3. The subject property consists of all of Lot 1 & Lot 2, southern portions of Lot 3 and 30, Lot 31 and Lot 32 (minus the east ten feet of lots 30, 31, & 32) of Block 34 of Snyder's Addition Survey.
4. The site currently contains a duplex that was built in 1978.
5. When the structure was built a two-family building (duplex) was an allowed use in the district. Should this application be approved, the applicant would demolish the existing duplex prior to plat recordation as a condition of approval.

6. The entire area is recognized by the County as Parcel no./Tax id no.: SA-321-A.
7. The proposed plat amendment creates two (2) lots of record from the existing area consisting of 8,680 square feet.
8. A single-family dwelling is an allowed use in the Historic Residential (HR-1) District.
9. The minimum lot area for a single-family dwelling is 1,875 square feet.
10. Lot 1 is proposed to be 2,581.10 square feet.
11. Lot 2 is proposed to be 6,094.03 square feet.
12. The proposed lots meet the minimum lot area for a single-family dwelling.
13. A duplex is a conditional use in the Historic Residential (HR-1) District.
14. The minimum lot area for a duplex is 3,750 square feet.
15. Lot 1 does not have enough area to qualify for a duplex dwelling.
16. Lot 2 meets the minimum lot area for a duplex.
17. The minimum lot width allowed in the district is twenty-five feet (25').
18. Lot 1 is proposed to have a lot width of thirty seven feet (37').
19. Lot 2 is proposed to have a lot width of twenty five feet (25').
20. The proposed lots meet the minimum lot width requirement.
21. Lot 1 is proposed to have a building footprint of 1,118.5 square feet.
22. Lot 2 is proposed to have a building footprint of 2,163.5 square feet.
23. Land Management Code § 15-4-7 indicates that all lots shall have a front, two (2) sides, and a rear setback.
24. Land Management Code § 15-4-7 indicates that there are four (4) exceptions to setback standard. Furthermore sub-section E indicates that any lots, which are not specified in this section, shall have setbacks determine by the Planning Director.
25. The Planning Director has conducted an analysis of proposed lot 2 and have determined that this proposed lot does not fall under the four (4) specified exceptions listed under sub-sections A-D due to its unusual *flag lot* shape and have determined the following setbacks:
    a. The front yard setback shall be limited to a fifteen feet (15'), minimum.
    b. The rear yard setback shall be limited to ten feet (10'), minimum.
    c. Where the lot is twenty five feet (25') wide, the side yard setbacks shall be three feet (3'), minimum.
    d. Where the lot is sixty two feet wide, the side yard setbacks shall be five feet (5'), minimum, and fourteen feet (14'), total.
26. The Planning Commission agrees with the Planning Director's setback determination.
27. Development shall comply with Building Height parameters including the following height provisions: Maximum Height, Final Grade, Lowest Finish Floor Plane to Highest Wall Top Plate, Vertical Articulation, Roof Pitch, etc.
28. Each structure shall meet applicable parking standards.
29. Staff has identified that the duplex does not meet current LMC standards outlined above such as the side setbacks and height including vertical articulation.
30. The current building on the site is considered legal non-complying.
31. The LMC indicates that a non-complying structure may continue to be used and maintained subject to the standards and limitation of LMC Chapter §15-9.
32. The existing remnant parcels will become part of a legal lot of record.
33. This plat amendment is consistent with the Park City LMC and applicable State law

regarding subdivision plats.

34. All findings within the Analysis section and the recitals above are incorporated herein as findings of fact.
35. The applicant stipulates to the conditions of approval.

Conclusions of Law:

1. The Plat Amendment is consistent with the Park City Land Management Code and applicable State law regarding lot combinations.
2. Neither the public nor any person will be materially injured by the proposed Plat Amendment.
3. Approval of the Plat Amendment, subject to the conditions stated below, does not adversely affect the health, safety and welfare of the citizens of Park City.

Conditions of Approval:

1. The City Attorney and City Engineer will review and approve the final form and content of the plat for compliance with State law, the Land Management Code, and the conditions of approval, prior to recordation of the plat.
2. The applicant will record the plat at the County within one year from the date of City Council approval. If recordation has not occurred within one (1) year's time, this approval for the plat will be void, unless a request for an extension is made in writing prior to the expiration date and an extension is granted by the City Council.
3. All new construction will require modified 13-D sprinklers.
4. A ten feet (10') wide public snow storage easement will be required along the front of the property.
5. The existing duplex shall be demolished prior to plat recordation.

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

PASSED AND ADOPTED this 9th day of October, 2014.

PARK CITY MUNICIPAL CORPORATION

_____

Jack Thomas, MAYOR

ATTEST:

_____

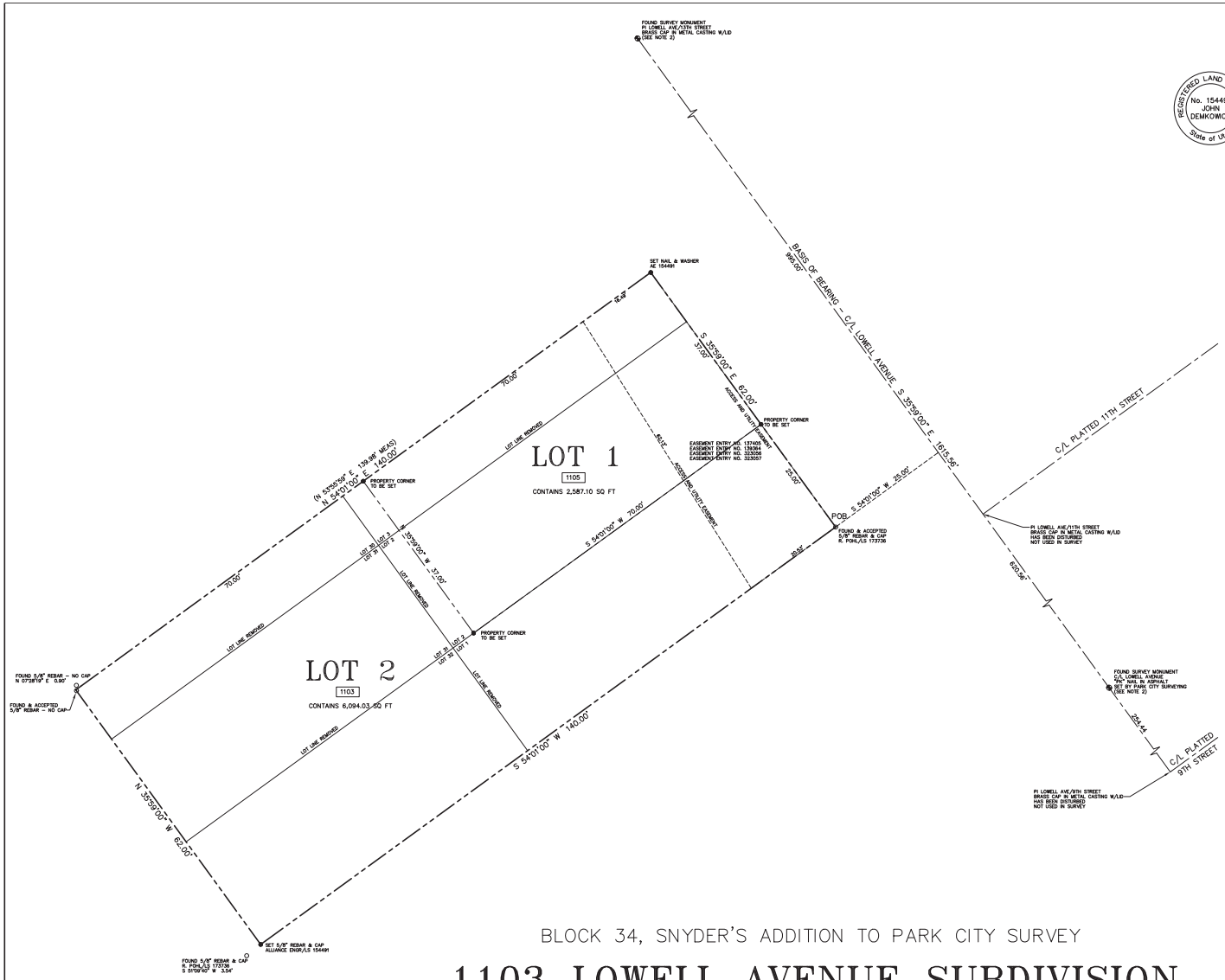
Marci Heil, City Recorder

APPROVED AS TO FORM:

_____

Mark Harrington, City Attorney

Attachment 1 – Proposed Plat



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 the 1103 LOWELL AVENUE SUBDIVISION and that the same has been or will be monumented on the ground as shown on this plat. I further certify that the information on this plat is accurate.

_____ _____
John Demkowicz Date

BOUNDARY DESCRIPTION

LOTS 1 and 2 and southerly 12 feet of Lot 3, easterly 65 feet of Lot 31 and 32 and easterly 65 feet of the southerly 12 feet of Lot 30, Block 34, Snyders Addition to Park City, described as: Beginning at the southeast corner of Lot 1, Block 34, Snyders Addition to Park City in Section 16, Township 2 South, Range 4 East, Salt Lake Base and Meridian; and running thence North 35°59' West 62 feet; thence South 54°01' West 140 feet; thence South 35°59' East 62 feet; thence North 54°01' East 140 feet to the point of beginning.

OWNER'S DEDICATION AND CONSENT TO RECORD

KNOW ALL MEN BY THESE PRESENTS that Mark Wilson Parker, the undersigned owner of the herein described tract of land, to be known hereafter as 1103 LOWELL AVENUE SUBDIVISION, does hereby certify that he has caused this Plat to be prepared, and does hereby consent to the recordation of this Plat.

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

_____, 2014.

_____, Owner
Mark Wilson Parker

ACKNOWLEDGMENT

State of _____:
ss:
County of _____:

On this _____ day of _____, 2014, Mark Wilson Parker personally appeared before me, the undersigned Notary Public, in and for said state and county. Having been duly sworn, Mark Wilson Parker acknowledged to me that he is the owner of the herein described tract of land, and that he signed the above Owner's Dedication and Consent to Record freely and voluntarily.

_____
A Notary Public commissioned in Utah

_____
Printed Name

Residing in: _____

My commission expires: _____

NOTE

1. The access and utility easement shown, Entry No. 139364, does not close. After reviewing the plat for Northstar Subdivision, Entry No. 138365, recorded June 10, 1977, it was determined that the easement as it is shown on this plat is the intended configuration.
2. The monument at Lowell Avenue & 13th Street and the "PK" nail monument shown on this survey were used by Alliance Engineering to survey this property in 2007. These monuments no longer exist.

10' 0 10' 20'

BLOCK 34, SNYDER'S ADDITION TO PARK CITY SURVEY

1103 LOWELL AVENUE SUBDIVISION

LOCATED IN THE NORTHWEST QUARTER OF SECTION 16
TOWNSHIP 2 SOUTH, RANGE 4 EAST, SALT LAKE BASE AND MERIDIAN
PARK CITY, SUMMIT COUNTY, UTAH

SHEET 1 OF 1

7/30/14 JOB NO.: 1-8-11 FILE: X:\SnydersAddition\dwg\srv\plat2011\010811.dwg

(435) 649-9467
Alliance Engineering Inc.
CONSULTING ENGINEERS LAND PLANNERS SURVEYORS
323 Main Street P.O. Box 2664 Park City, Utah 84060-2664

SNYDERVILLE BASIN WATER RECLAMATION DISTRICT	PLANNING COMMISSION	ENGINEER'S CERTIFICATE	APPROVAL AS TO FORM	CERTIFICATE OF ATTEST	COUNCIL APPROVAL AND ACCEPTANCE	RECORDED
REVIEWED FOR CONFORMANCE TO SNYDERVILLE BASIN WATER RECLAMATION DISTRICT STANDARDS ON THIS _____ DAY OF _____, 2014 BY _____ S.B.W.R.D.	APPROVED BY THE PARK CITY PLANNING COMMISSION THIS _____ DAY OF _____, 2014 BY _____ CHAIRMAN	I FIND THIS PLAT TO BE IN ACCORDANCE WITH INFORMATION ON FILE IN MY OFFICE THIS _____ DAY OF _____, 2014 BY _____ PARK CITY ENGINEER	APPROVED AS TO FORM THIS _____ DAY OF _____, 2014 BY _____ PARK CITY ATTORNEY	I CERTIFY THIS RECORD OF SURVEY MAP WAS APPROVED BY PARK CITY COUNCIL THIS _____ DAY OF _____, 2014 BY _____ PARK CITY RECORDER	APPROVAL AND ACCEPTANCE BY THE PARK CITY COUNCIL THIS _____ DAY OF _____, 2014 BY _____ MAYOR	STATE OF UTAH, COUNTY OF SUMMIT, AND FILED AT THE REQUEST OF _____ DATE _____ TIME _____ BOOK _____ PAGE _____ ENTRY NO. FEE RECORDER

ELLIOTT WORKGROUP

August 1, 2014

1103/1105 Lowell Avenue Plat Amendment

Project Description

The duplex at 1103/1105 Avenue in Park City, Utah sits across Lot 1, Lot 2 and the southern part of Lot 3 of Snyder's Addition Block 34. The property also includes Lot 32, Lot 31 and the southern part of Lot 30, which is located behind the existing duplex. The total property is 62 feet wide fronting Lowell Avenue and 140 feet deep. There is currently a driveway easement running parallel to Lowell which affords neighbors to the south access to private driveways.

A Plat Amendment will be created to reconfigure all of the existing lots into two distinct platted lots. Lot 1 will be thirty-seven feet wide by seventy feet deep. Lot 2 will be a slightly irregular shape. The street frontage will be twenty-five feet wide. The lot depth will be one hundred forty deep and the width of the lot at the rear will be sixty feet. Prior to execution of the plat, the existing duplex will be removed.

It is the intent of the Owners, Mark Parker and Steven Parker, to build one single family home one each lot.

Respectfully submitted,

Craig Elliott, AIA
Principal

364 Main Street P.O. Box 3465 Park City, Utah 84060 (435) 649-0092
elliottworkgroup.com

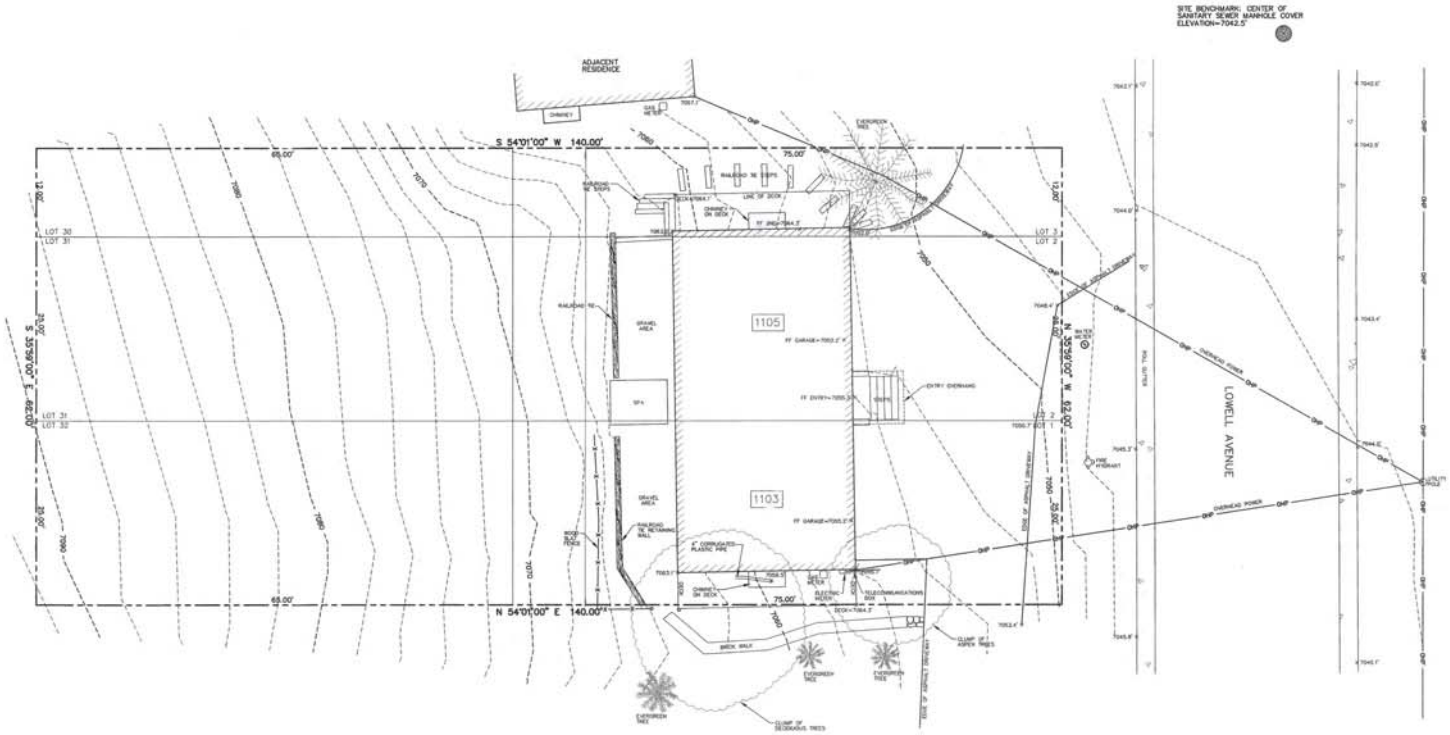
RECEIVED
AUG 01 2014
PARK CITY
PLANNING DEPT.

ELLIOTT WORKGROUP

Aerial Photograph and Site Views
August 1, 2014

1103 and 1105 Lowell Avenue

Exhibit D – Survey



SURVEYOR'S CERTIFICATE

REGISTERED LAND SURVEYOR No. 4938739 MARTIN A. MORRISON State of Utah

Martin A. Morrison

4-10-'07

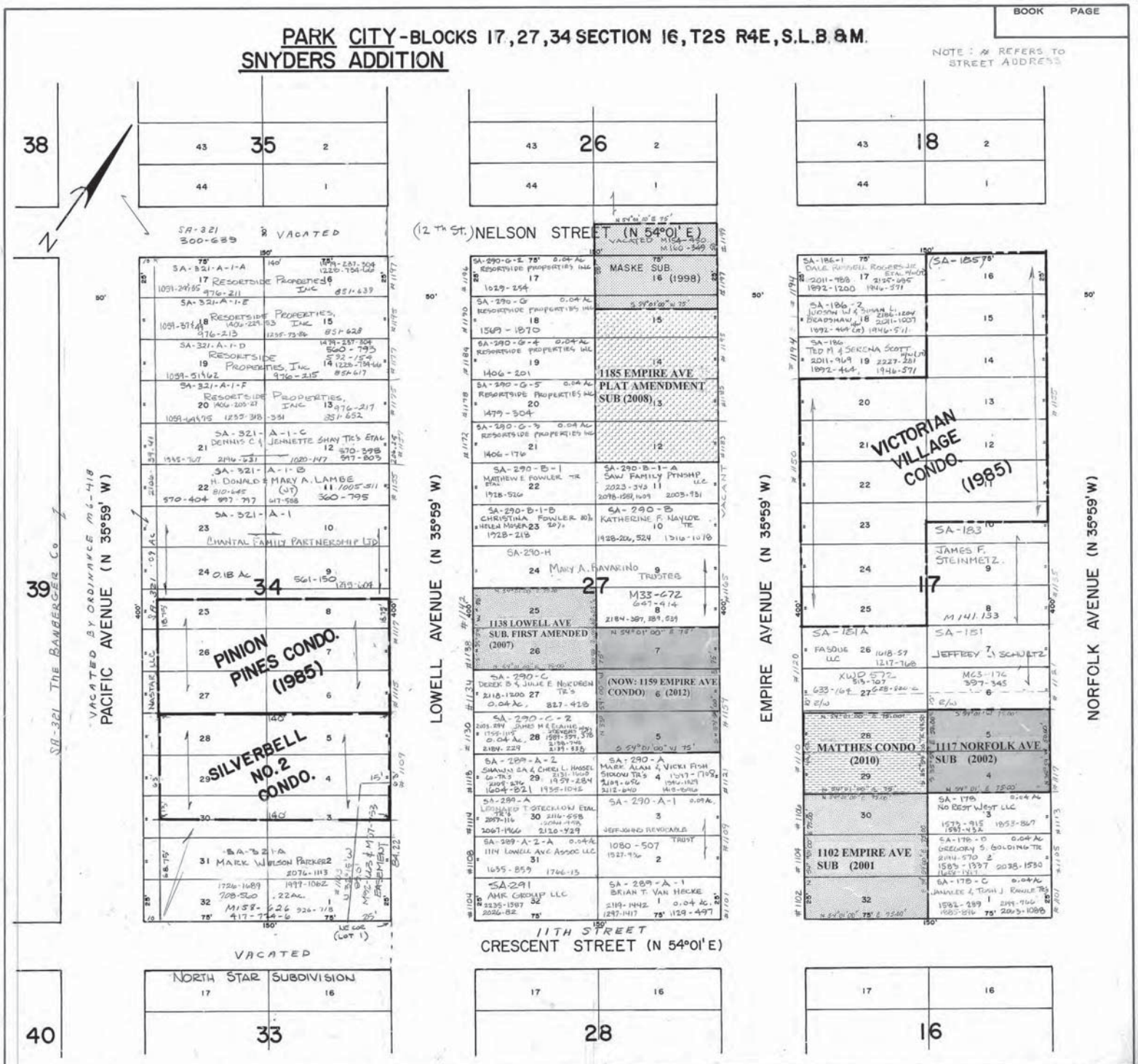
I, Martin A. Morrison, do hereby certify that I am a registered land surveyor and that I hold Certification No. 4938739 as prescribed under the laws of the State of Utah. I further certify that a topographic survey has been made under my direction of the lands shown and described hereon. I further certify 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 Benchmark: Center of sanitary sewer manhole cover. Elevation=7042.5'
2. The architect is responsible for verifying building setbacks, zoning requirements and building heights.
3. This topographic map is based on a field survey performed on March 9, 2007.
4. Property corners were set or found.
5. Snow coverage at the time of the survey was approximately 1' to 3'. As a result, actual elevations may vary from elevations shown on this survey. In addition, monuments, improvements and/or conditions may exist which are not shown on this survey.

(435) 649-9467 Alliance CONSULTING ENGINEERS LAND PLANNERS SURVEYORS 323 Main Street P.O. Box 2664 Park City, Utah 84060-2664	STAFF: MARTY MORRISON MARSHALL KING DATE: 4/10/07	TOPOGRAPHIC MAP SNYDER'S ADDITION, BLOCK 34 1103 & 1105 LOWELL AVENUE FOR: RICK NAVARRETTE JOB NO.: 1-3-07 FILE: X:\SnydersAddition\dwg\srv\topo07\010307.dwg	SHEET 1 OF 1

Exhibit E – County Tax Map



Approved Utah StateTaxComm	REVISIONS - DATE AND INITIAL (In Pencil)					SUMMIT COUNTY, UTAH	SCALE ONE INCH 40 FEET BOOK PAGE
Date By							

Engineering Associates Inc.

Exhibit F – Vicinity Map

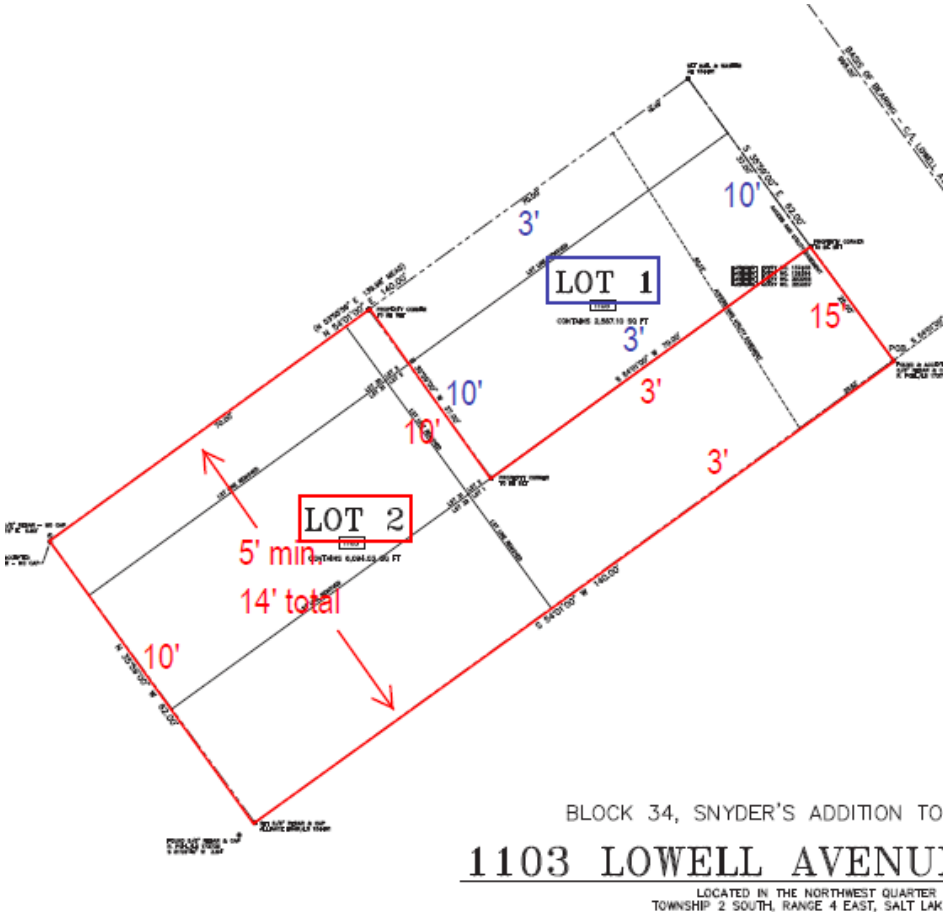
1103 + 1105 Lowell Avenue Vicinity Map

PARK CITY 1884
PLANNING DEPARTMENT

Planning Director Setback Determination

Subject: Barbara's Subdivision
Author: Thomas Eddington, Jr. AICP, Planning Director
Project Number: PL-14-02448
Date: September 2, 2014
Type of Item: Administrative – Plat Amendment
Setback Requirement for Unusual Lot Configurations

Land Management Code (LMC) § 15-4-7 indicates that all lots shall have a front, two (2) sides, and a rear setback. This same section indicates that there are four (4) exceptions to this setback standard. Sub-section E indicates that any lots, which are not specified in this section, shall have setbacks determine by the Planning Director. I have conducted an analysis of the proposed Lot 2 of Barbara's Subdivision Plat Amendment, which will be reviewed by the Planning Commission on September 24, 2014, and have determined that this proposed lot does not fall under the first four (4) specified exceptions listed under sub-sections A-D due to its unusual *flag lot* shape and have determined the following setbacks based on the attached diagram:



My determination is based on the fact that the proposed *flag lot* has two (2) different depths and widths since it is a combination of shapes unlike the lot listed exceptions and the more typical block lot.

Front/Rear yard setbacks: The LMC indicates that the front/rear yard setback within the Historic Residential (HR-1) District of a lot more than one hundred feet (100') in lot depth shall be fifteen feet (15') each; this would be the case on a standard *block lot*, a squared, rectangular shaped lot. Regarding the area consisting of the 140 feet lot depth shall have a front yard setback area of fifteen feet (15'), minimum. The majority of the lot containing the rear yard setback area (almost an independent lot behind a lot) has a lot depth of seventy feet (70'), due to proposed lot 1 being situated in front of the subject lot. The property to the west (rear) is in the Recreation and Open Space (ROS) District. Because of the majority of the rear yard area containing a lot depth of seventy feet (70') and the neighboring site to the west (rear), the rear yard setback shall be limited to ten feet (10'), minimum.

Side Yard Setbacks: Setbacks should simply follow the LMC standards depending on the specific width of the lot, i.e.: Where the lot is twenty five feet (25') wide, the setbacks shall be three feet (3'), minimum. Where the lot is sixty two feet (62') wide, the setbacks increase to five feet (5'), minimum, and fourteen feet (14'), total.

Due to the current application filed at the Planning Office, this setback determination is to be finalized by the Planning Commission/City Council during their perspective reviews, recommendations, and/or final action.

Attachment 1 – LMC § 15-4-7 Setback Requirement for Unusual Lot Configurations

Summit County Health Code, the Fire Code, or State Regulations on mass gathering.

(3) The Use must meet all applicable International Building Code (IBC) requirements.

(4) The Applicant shall adhere to all applicable City and State licensing ordinances.

(C) **REVIEW CRITERIA-PRIVATE PROPERTY**.

(1) The proposed Use must be on private Property. The Applicant shall provide written notice of the Property Owner's permission.

(2) The proposed Use should not diminish existing parking. Any net loss of parking shall be mitigated in the Applicant's plan.

(3) The proposed Use shall not impede pedestrian circulation, emergency Access, or any other public safety measure.

(4) The Use shall not violate the City Noise Ordinance.

(5) The Use and all signing shall comply with the Municipal Sign and Lighting Codes.

(6) The Use shall not violate the Summit County Health Code, the Fire Code, or State Regulations on mass gathering.

(7) The Use shall not violate the International Building Code (IBC).

(8) The Applicant shall adhere to all applicable City and State licensing ordinances.

(Amended by Ord. Nos. 06-22; 09-10; 12-37)

15-4 -17. SETBACK REQUIREMENTS FOR UNUSUAL LOT CONFIGURATIONS.

All Lots shall have a front, two (2) sides and a rear Setback with the following exceptions and clarifications.

(A) Development on Corner Lots shall have two (2) front Setbacks, unless otherwise an exception by this Code. The Rear Yard will be the side of the Property opposite the driveway Access from the Street. If it is not clear which boundary should border the Rear Yard, the Planning Director may specify which is the Rear Yard.

(B) Lots with more than four (4) sides shall have a Side Yard on either side of the Front Yard. The third Side Yard and Rear Yard may be specified by the Planning Director.

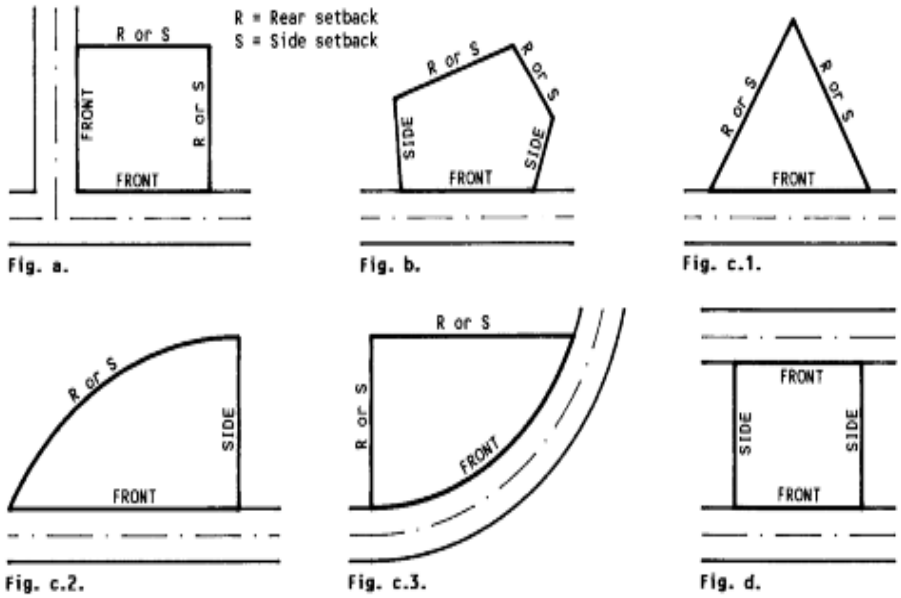
(C) Lots with three (3) sides will have a front Setback, side Setback and rear Setback. In those cases where one (1) side is clearly opposite the front, the rear Setback must be opposite the front Setback. If it is not clear where side and rear Setbacks should be, the Planning Director may choose which is a Side Yard and which is a Rear

Yard.

(D) On those Lots, which border a Street on both the back and front, both sides must have a front Setback, unless otherwise an exception by this Code.

(E) Any Lots, which are not specified in this section, shall have Setbacks determined by the Planning Director.

See the following illustrations:



(Amended by Ord. No. 06-22)

15-4 -18. PASSENGER TRAMWAYS AND SKI BASE FACILITIES.

(A) **CONDITIONAL USE**. The location and Use of a Passenger Tramway, including a ski tow or ski lift, is a Conditional Use. The location of base and terminal facilities for the Passenger Tramway is a Conditional Use in all zones where the Use may be considered.

(B) **CONDITIONAL USE REVIEW**. Conditional Use permits under this section shall be issued only after public hearing before the Planning Commission, and upon the Planning Commission finding that all the following conditions can be met:

Planning Commission
Staff Report

Subject: **Round Valley Park City Annexation and Zoning**
Date: **September 24, 2014**
Project #: **PL-13- 01857**
Type of Item: **Legislative- Annexation and Zoning Map amendment**

SUMMARY RECOMMENDATION

Staff recommends that the Planning Commission review the annexation and zoning petition and the attached Planning Commission Staff Report from August 27th for the Round Valley Park City Annexation and Zoning and consider forwarding a positive recommendation to City Council in accordance with the attached Ordinance. The public hearing was closed at the August 27th meeting.

DESCRIPTION

Project Name: Round Valley Park City Annexation
Project Planner: Kirsten A Whetstone, Senior Planner
Applicants (Petitioners): Park City Municipal Corporation (Sponsor), Afton Stephen Osguthorpe, and Utah Department of Transportation (UDOT)
Location: Round Valley Open Space north and south of the Quinn's Sports Complex on the west side of SR 248, west of US 40 and east of Old Ranch Road, including the Osguthorpe fields and Gordo parcels north of SR 248 at Richardson Flat Road.
Proposed Zoning: Recreation Open Space (ROS) is proposed for all open space and deed restricted properties. Applicants proposed Light Industrial (LI) for the lower four parcels located across SR 248 from the Quinn's Water Treatment Plant, however they have consented to ROS zoning for the entire annexation area. Frontage Protection Zone (FPZ) is proposed for the 250' of frontage on SR 248.
Adjacent Land Uses: Quinn's Sport's Complex, Open Space, Park City Ice Arena, National Ability Center, IHC Hospital, USSA Building, Summit County Health Department, Park City Clinic, Highway 248, and single family subdivisions to the west and north. Adjacent zoning includes Community Transition (CT), Residential Development (RD), Recreation Open Space (ROS), Protected Open Space (POS), Single Family (SF) and Hillside Stewardship (HS) in Summit County.
Proposed Uses: Recreation open space uses are proposed for all open space areas, subject to existing easements and deed restrictions. Agricultural uses are proposed to continue on the Osguthorpe parcel per existing deed restrictions and conservation easements. No future uses have been identified for four (4) lower non-deed restricted "Gordo" parcels located across SR 248 from the Quinn's Water Treatment Plant (2 owned by Park

City Municipal and 2 are UDOT owned). The 4 upper "Gordo" parcels are deed restricted as open space, owned by Park City.

PROPOSAL

The proposal is a request to annex approximately 1,368 acres into the Park City municipal boundary and to amend the official zoning map to include the properties in the Recreation Open Space (ROS) zoning district. Approximately five (5) acres are petitioned to be zoned Limited Industrial (LI), however staff recommends ROS zoning for all of the property (see Discussion section below). The applicant has since consented to ROS zoning for the entire annexation area. No development or subdivision of the land is proposed with this annexation. Existing uses of the property are consistent with the proposed zoning. The City and UDOT parcels, known as the "Gordo" parcels maybe developed in the future with essential municipal uses permitted as allowed or conditional within the ROS zone (See Exhibit A- August 27, 2014 Planning Commission Staff Report).

BACKGROUND

On August 27, 2014 the Planning Commission conducted a public hearing and discussed the proposed annexation and zoning map amendment (See Exhibit B- minutes of the August 27, 2014 Planning Commission meeting). The Commission was prepared to forward a positive recommendation to City Council; however the applicant requested the item be continued to the next Planning Commission meeting to allow additional time to review the Annexation Agreement (Exhibit C- Annexation Agreement). See Exhibit A- August 27, 2014 Staff Report for additional background information, analysis, and previous Exhibits.

NOTICE AND PUBLIC INPUT

On February 11, 2014 and again on August 13, 2014, the property was posted, notices were sent to surrounding property owners, and legal notice was published in the Park Record according to requirements of the Land Management Code.

Staff received several phone calls from neighboring residents and property owners requesting additional information regarding the location of the property to be annexed, proposed zoning, whether the property would remain as open space, who would maintain the trails, whether trails would continue to be public trails, questions about hunting regulations and enforcement, trail use, and whether regulations of dogs and leash laws would change.

A public hearing was conducted at the August 27th meeting. There was no public input and the public hearing was closed.

FUTURE PROCESS

Annexations require Planning Commission recommendation and City Council adoption and become pending upon publication of an ordinance and compliance with state code filing procedures. City Council action may be appealed to a court of competent jurisdiction per LMC Section 15-1-18.

RECOMMENDATION

Staff recommends that the Planning Commission review the annexation and zoning petition and the attached Planning Commission Staff Report from August 27th for the Round Valley Park City Annexation and Zoning and consider forwarding a positive recommendation to City Council in accordance with the attached Ordinance.

EXHIBITS

Ordinance
Exhibit A- August 27, 2014 Staff Report and Exhibits
Exhibit B- Minutes of the August 27, 2014 Planning Commission meeting
Exhibit C- Annexation Agreement

Ordinance No. 14-

AN ORDINANCE APPROVING THE ROUND VALLEY PARK CITY ANNEXATION AND ZONING MAP AMENDMENT ANNEXING INTO THE PARK CITY MUNICIPAL BOUNDARY AND ZONING AS RECREATION OPEN SPACE (ROS), THE ROUND VALLEY OPEN SPACE AREA, OSGUTHORPE FIELDS, AND GORDO PARCELS GENERALLY LOCATED NORTH OF STATE ROAD 248, WEST OF HIGHWAY US 40, AND EAST OF OLD RANCH ROAD LOCATED IN SECTIONS 28, 33, 34 AND 35 TOWNSHIP 1 SOUTH, RANGE 4 EAST, AND IN SECTIONS 2 AND 3, TOWNSHIP 2 SOUTH, RANGE 4 EAST OF THE SALT LAKE BASE AND MERIDIAN, SUMMIT COUNTY, UTAH

WHEREAS, on March 11, 2013, the owners of the property known as the Round Valley Open Space, including the Osguthorpe Fields and the Gordo Parcels, namely Park City Municipal Corporation and Afton Stephen Osguthorpe Family Trust, petitioned the City Council for approval of an annexation of land into the Park City limits as shown on the attached Annexation Plat (Exhibit A), the "Property"; and

WHEREAS, the property is approximately 1,368 acres in area and is located generally north of State Road 248, west of US 40, and east of Old Ranch Road within, as described in the attached Legal Description (Exhibit B); and

WHEREAS, the Property will be zoned Recreation Open Space (ROS) with Frontage Protection Zone (FPZ) where the annexation properties have frontage on State Road 248; and

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

WHEREAS, the Park City Council accepted the Round Valley Park City Annexation petition on March 21, 2013; and

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; and

WHEREAS, On April 22, 2013, the City Recorder certified the annexation petition and delivered notice letters to the "affected entities" required by Utah Code, Section 10-2-405, and published notice in the Park Record for three consecutive weeks, giving notice, that the petition had been certified and the required 30-day protest period had begun; and

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 June 2, 2013; and

WHEREAS, on February 11th and August 12, 2014, written notice was sent to surrounding property owners, the property was posted, and legal notice was published in the Park Record providing legal notice of Planning Commission and City Council hearing dates; and

WHEREAS, the Planning Commission held public hearings on February 26, 2014 and August 27, 2014, to receive public input on the proposed annexation and zoning; and

WHEREAS, on June 26, 2014, the Planning Commission and Staff circumnavigated the annexation area by van and conducted a site visit to the Gordo parcel area; and

WHEREAS, on September 24, 2014, the Planning Commission forwarded to City Council a recommendation on the proposed annexation and zoning of the Round Valley Park City Annexation; and

WHEREAS, on October 23, 2014, the City Council held a public hearing to receive input on the proposed annexation and zoning; and

WHEREAS, the City Council finds that the requested zoning map amendment is consistent with the Park City General Plan; and

WHEREAS, it is in the best interest of Park City, Utah to approve the Annexation and Park City Zoning Map amendment, as this annexation will bring the City Owned open space property known as Round Valley Open Space, as well as the deed restricted Osguthorpe fields and the City and UDOT owned parcels, known as the Gordo parcels, into the City Limits.

WHEREAS, an Annexation Agreement, between the City and Petitioners pursuant to the Land Management Code, Section 15-8-5 (C), setting forth further terms and conditions of the Annexation, is herein included as Exhibit C.

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 hereto as Exhibit A and according to the Findings of Fact, Conclusions of Law, and Conditions of Approval as stated below.

The Property so annexed shall enjoy the privileges of Park City as described in the Annexation Agreement attached as Exhibit C 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. Council hereby authorizes the Mayor to execute the Annexation Agreement in substantially the same form as is attached hereto as Exhibit C and as approved 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 The 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 Round Valley Park City Annexation area in the Recreation Open Space (ROS) zoning district and the property with frontage on State Road 248 as Frontage Protection Zone (FPZ), as shown in Exhibit D.

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

Findings of Fact:

1. The annexation petition is a request to annex approximately 1,368 acres into the Park City municipal boundary and to amend the official zoning map to include the property in the Recreation Open Space (ROS) zoning district.
2. The Round Valley Park City annexation area is currently located in unincorporated Summit County.
3. The non-deed restricted “Gordo” parcels, both UDOT and City owned, are within the Quinn’s Junction neighborhood and along the main 248 entry corridor to Park City.
4. The proposed land uses are consistent with the purpose statements of the ROS zoning district and the Planning Staff recommends that the entire annexation area be zoned ROS.
5. The proposed annexation meets the purposes stated in the Annexation Policy Plan, in that this annexation contributes to the achievement of the goals and policies of the Park City General Plan and further protects the general interests and character of Park City.
6. The annexation will bring City owned open space land into the Park City Municipal boundary and enable services to be provided to the Property,

such as police and community development services, which are more easily accessible from the City than the County.

7. The annexation does not change or remove any existing deed restrictions or conservation easements from the Property and only the four lower “Gordo” parcels are not restricted from development due to deed restrictions and conservation easements.
8. Annexation of this parcel will not create an island, peninsula, or irregular city boundary. The annexation is a logical extension of the City Boundary.
9. This property is located within the Park City Annexation Expansion Area, adopted by the City Council in 2003.
10. Provision of municipal services, such as police, water, and community development, for this property is more efficiently provided by Park City than by Summit County, in particular for non-deed restricted “Gordo” parcels.
11. The annexation petition has been reviewed pursuant to Utah Code Annotated (UCA) Sections 10-2-401, 402, and 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.
12. The proposed annexation is consistent with the purpose statements of the Annexation Policy Plan and 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; will preserve open space and ensure environmental quality, will protect a prominent entry corridor, view sheds, and environmentally Sensitive Lands; enhance pedestrian connectivity, create buffer areas; and protect the general public health, safety, and welfare.
13. The City Staff and Review Team have reviewed the proposed annexation 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 the August 27, 2014 Planning Commission Staff Report.
14. No development or subdivision of the land is proposed at this time.

<u>Conclusions of Law:</u>

1. The Annexation and Zoning Map amendment are consistent with 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.

<u>Conditions of Approval:</u>

1. The Official Zoning Map shall be amended to include the Round Valley

Park City Annexation parcels with the Recreation Open Space (ROS) Zone with the Frontage Protection Zone for properties having frontage on State Road 248.

2. The annexation agreement shall be fully executed and recorded with the Annexation Plat.
3. All current ROWs will remain under their respective jurisdiction

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

PASSED AND ADOPTED this ___day of _____, 2014.

PARK CITY MUNICIPAL CORPORATION

_____
Jack Thomas, MAYOR

ATTEST:

_____
Marci Heil, City Recorder

APPROVED AS TO FORM:

_____
Mark D. Harrington, City Attorney

Exhibit A- Annexation Plat
Exhibit B- Legal Description
Exhibit C- Annexation Agreement
Exhibit D- Zoning Map Amendment

(See Exhibit A (Aug 27th Staff Report) below for these Exhibits to Ordinance)

EXHIBIT A

Planning Commission Staff Report

Subject:	**Round Valley Park City Annexation and Zoning**
Date:	**August 27, 2014**
Project #:	**PL-13- 01857**
Type of Item:	**Legislative- Annexation and Zoning Map amendment**

SUMMARY RECOMMENDATION

Staff recommends the Planning Commission review the annexation and zoning petition and this report for the Round Valley Park City Annexation and Zoning, conduct a public hearing, and consider forwarding a positive recommendation to City Council in accordance with the draft Ordinance.

DESCRIPTION

Project Name:	Round Valley Park City Annexation
Project Planner:	Kirsten A Whetstone, Senior Planner
Applicants (Petitioners):	Park City Municipal Corporation (Sponsor), Afton Stephen Osguthorpe, and Utah Department of Transportation (UDOT)
Location:	Round Valley Open Space north and south of the Quinn's Sports Complex on the west side of SR 248, west of US 40 and east of Old Ranch Road, including the Osguthorpe fields and Gordo parcels north of SR 248 at Richardson Flat Road.
Proposed Zoning:	Recreation Open Space (ROS) is proposed for all open space and deed restricted properties. Applicants propose Light Industrial (LI) for the lower four parcels located across SR 248 from the Quinn's Water Treatment Plant. Frontage Protection Zone (FPZ) is proposed for the 250' of frontage on SR 248.
Adjacent Land Uses:	Quinn's Sport's Complex, Open Space, Park City Ice Arena, National Ability Center, IHC Hospital, USSA Building, Summit County Health Department, Park City Clinic, Highway 248, and single family subdivisions to the west and north. Adjacent zoning includes Community Transition (CT), Residential Development (RD), Recreation Open Space (ROS), Protected Open Space (POS), Single Family (SF) and Hillside Stewardship (HS) in Summit County.
Proposed Uses:	Recreation open space uses are proposed for all open space areas, subject to existing easements and deed restrictions. Agricultural uses are proposed to continue on the Osguthorpe parcel per existing deed restrictions and conservation easements. No future uses have been identified for four (4) lower non-deed restricted "Gordo" parcels located across SR 248 from the Quinn's Water Treatment Plant (2 owned by Park City Municipal and 2 are UDOT owned). The 4 upper "Gordo"

parcels are deed restricted as open space, owned by Park City.

PROPOSAL

The proposal is a request to annex approximately 1,368 acres into the Park City municipal boundary and to amend the official zoning map to include the properties in the Recreation Open Space (ROS) zoning district. Approximately five (5) acres are petitioned to be zoned Limited Industrial (LI), however staff recommends ROS zoning for all of the property (see Discussion section below). No development or subdivision of the land is proposed with this annexation. Existing uses of the property are consistent with the proposed zoning. The City and UDOT parcels, known as the "Gordo" parcels maybe developed in the future with essential municipal uses permitted as allowed or conditional within the ROS zone.

BACKGROUND

On March 11, 2013, the petitioners (Park City Municipal, Afton Stephen Osguthorpe, and Utah Department of Transportation (UDOT)) filed a completed annexation petition with the City Recorder for annexation of 1,368 acres into the Park City Municipal boundary including necessary notification of the intent to file the petition with the County Clerk and Recorder and the County Planning Commission. Staff presented the Annexation petition to City Council on March 21, 2013. Following Council acceptance, the petition was certified by the City Recorder on April 22, 2013 and Council was provided notice of the certification, indicating that the petition met requirements of State Code for Annexation Petitions.

On May 3, 2013, notice of petition acceptance was mailed to all Affected Entities beginning a thirty (30) day protest period. Beginning on May 8, 2013, the City Recorder published notices of petition acceptance in the Park Record for three consecutive weeks. No protests were filed with the County Clerk regarding the Round Valley Annexation petition, allowing Staff to continue review of the Annexation according to the City's Annexation Policy Plan.

Staff's review was put on hold while the applicants considered inclusion of an adjacent small parcel, owned by a third party, located at the northwest corner of Quinn's Junction. The property owner of the parcel ultimately decided not to be included in this annexation.

On February 26, 2014 the annexation petition and proposed zoning were presented to the Planning Commission and an initial public hearing was conducted (see Exhibit L Meeting minutes). The Planning Commission requested a site visit as well as staff analysis comparing the various zones (POS, ROS, and LI). Due to Planning Department workload Staff had to set this application aside to focus on higher priority permits, applications, General Plan re-write, and LMC Amendments. The applicant agreed to the continuation until later in the summer.

On June 25, 2014, Staff and the Planning Commission conducted a site visit and circumnavigated the annexation area by van. At the Gordo parcels, staff oriented the Commission as to which were conservation/deed restricted encumbered parcels and which were parcels the petitioner (the City) is requesting Light Industrial (LI) zoning. The UDOT parcels, also included on the petition as LI zoning, were also examined. Staff provided a summary of site and lot requirements, as well as language from the LMC comparing the uses allowed in these zones.

DESCRIPTION OFANNEXATION AREA

The annexation area consists of two related areas including 1) the 1,104 acre north Round Valley Open Space area and 2) the 264 acre south Round Valley Open Space area consisting of City owned open space south of the National Ability Center and south of the Quinn's Sports Complex, the Osguthorpe owned agricultural fields, and the "Gordo parcels"- eight small parcels (total of 8.42 acres) located off of SR 248 across from the Quinn's Water Treatment Plant at the intersection of SR 248 and Richardson Flats Road as depicted on the proposed Annexation Plat (Exhibit A).

The north area is undeveloped open space consisting of rolling hills, ridges, draws, and a main central valley (Round Valley). Vegetation is primarily sage brush, oak, grasses and other native trees and shrubs. Numerous non-motorized trails have been constructed in the area, utilized by hikers, bikers, runners, snowshoers and skiers (Exhibit B).

Agricultural uses are permitted on the Osguthorpe parcel in the south area (subject to the conservation easement), with the remaining parcels consisting of sage brush hills with other native shrubs and grasses. The southern area also contains a network of non-motorized trails accessed from a trailhead located south of the Quinn's Field Complex. The south area includes the "Gordo" parcels located along SR 248. Two of the eight "Gordo parcels" are owned by UDOT with the remaining parcels owned by Park City. Four of the City parcels are encumbered with conservation easements limiting use to recreation open space.

With the exception of the UDOT parcels and two of the Gordo parcels, the annexation property is currently subject to conservation easements and various deed restrictions. Most of the property has been purchased by Park City as open space with open space funds and is permanently restricted for open space uses as spelled out in each deed restriction and conservation easement (Exhibit C). The annexation would not change or remove any of these restrictions or easements.

Current underlying Summit County zoning for the property is 1) Rural Residential with an allowable density of 1 unit per 20 acres for Developable Lands (DL) and 1 unit per 40 acres for Sensitive Lands (SL) and 2) Hillside Stewardship (HS) with an allowable density of 1 unit per 30 acres for Developable Lands and 1 unit per 40 for Sensitive Lands (Exhibit D).

Requested zoning is Recreation Open Space (ROS) for nearly all of the annexation area, including all of the existing open space and conservation easement areas (Exhibit D). Light Industrial (LI) is proposed for the four (4) lower "Gordo" parcels. Two of these four parcels are UDOT parcels (2.06 acres) and two are PCMC parcels (3 acres). These lower parcels are not deed restricted, were not purchased with open space funds, and the current zoning is Rural Residential (RR) (see Exhibit M). The lower City owned parcels have been used in the past for storage of various materials. **Staff recommends that all of the parcels be zoned ROS and requests discussion from the Planning Commission regarding this recommendation (see Discussion Section below**).

Additionally, Frontage Protection Overlay Zone (FPZ) is recommended for the annexation area along the property frontage with SR 248. The LMC identifies this area for Entry Corridor Protection Overlay (ECPO), as a subzone of the FPZ. ECPO includes specific regulations, such as no-build zones, height restrictions, and increased setbacks for the area within 250' of the Highway ROW (Exhibit K). FPZ zoning is consistent with past annexations along entry corridors. The non-deed restricted Gordo parcels are not within the FPZ, however the UDOT parcels are.

The portion of SR 248 (the actual road and right-of-way area) not currently within the City boundary is also included in this annexation. The SR-248 right-of-way will not be dedicated to the City and will remain UDOT controlled as it is in the rest of the City. It will be within the City boundaries.

No subdivision plats or master planned development plans were submitted with this annexation petition because the immediate development of the property is not contemplated, other than as would be permitted within the ROS zone and/or as allowed by the existing deed restrictions and conservation easements. At this time no uses of the "Gordo" parcels have been identified. The City has contemplated the two non-deed restricted parcels . Prior to development of any uses on the "Gordo" parcels a subdivision plat will be required to create legal platted lots from the metes and bounds parcels.

The applicants have submitted an annexation plat (Exhibit A), prepared by a licensed surveyor and additional annexation petition materials and a report (Exhibits C, D, E, F, G, H, I and J) addressing items required by the City's Annexation Policy Plan and Utah State Code.

PROCESS

Municipal annexation is a legislative act governed procedurally by Utah state law and the Park City Land Management Code. When an annexation petition is filed with the City Recorder, the petition for annexation is first presented to the municipal legislative body for acceptance or rejection. Because annexation is a legislative act, the Council has broad discretion to accept or reject the petition.

The City Council reviewed and accepted this petition on March 21, 2013 and the petition was certified by the City Recorder on April 22, 2013. Mailed notice to affected

entities was sent on May 8, 2013 and legal notice was published in the Park Record for three consecutive weeks. No protests were filed with the County Clerk, as allowed by the State Code; therefore the annexation may proceed.

City code requires the creation of a Staff Review Team which includes the following or their designees: Planning Director, City Engineer, Public Works, Fire Marshall, Police Chief, representatives from applicable utility providers and the Park City School District Superintendent. This annexation proposal has been reviewed by the Staff Review Team at the Development Review Committee meetings and comments received have been incorporated into the application and/or draft Ordinance.

In addition, the Planning Department has prepared this staff report which evaluates the annexation proposal and includes a review of applicable criteria per the Annexation Policy Plan (LMC 15-8-5).

In evaluating the annexation and zoning map amendment, the Planning Commission and City Council review the proposal in accordance with the City's Annexation Policy Plan (LMC 15-8-5) and the Utah Code. This process includes a public hearing, Commission review and recommendation to Council, with City Council making the final decision and taking final action.

This report is required by the Municipal Code regarding Annexations to review and explain the implications of the annexation to the City in terms of zoning, use, access, city services and utilities, impacts on surrounding properties, and whether the annexation is consistent with the Park City General Plan. The Applicant provided a comprehensive report as well (Exhibit J).

ANALYSIS

Utah Code Annotated (UCA) Section 10-2-401, 10-2-402 and 10-2-403

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.

Review pursuant to the City's Annexation Policy Plan

The annexation petition has been reviewed pursuant to the City's Annexation Policy Plan. The annexation consists of a 1,104 acre north parcel and a 264 acre south parcel that are separated by property that is already within the Par k City Municipal boundary. The total annexation area is approximately 1,368 acres. The property is contiguous to the Park City Municipal boundary and the proposed annexation area is located within the Park City Annexation Expansion Area, as described by the adopted Annexation Policy Plan. The annexation of this area will eliminate an existing peninsula within the City's boundary. Annexation of this area will bring into the City land that was purchased by the City for the purpose of open space and recreational uses.

Review pursuant to the Annexation Policy Plan- purpose

Chapter 8 of the Land Management Code is considered Park City's annexation policy plan and declaration. In Section 15-8-1 the Code states the following:

> *The annexation requirements specified in this Chapter are intended to 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, enhance parks and trails; ensure environmental quality; protect entry corridors, view sheds and environmentally Sensitive Lands; preserve Historic and cultural resources; create buffer areas; protect public health, safety, and welfare; and ensure that annexations are approved consistent with the Park City General Plan and Utah State Law.*

In addition the Annexation Policy Plan states:

> *If practical and feasible, boundaries of an Area proposed for annexation shall be drawn:*
>
> *(A) Along the boundaries of existing special districts for sewer, water, fire, and other services, along the boundaries of school districts whose boundaries follow City boundaries… and along the boundaries of other taxing entities;*
> *(B) To eliminate islands and peninsulas of territory that is not receiving municipal type services;*
> *(C) To facilitate the consolidation of overlapping functions of local government;*
> *(D) To promote the efficient delivery of services; and*
> *(E) To encourage the equitable distribution of community resources and obligations.*
>
> *It is the intent of this Chapter to ensure that Property annexed to the City will contribute to the attractiveness of the community and will enhance the resort image which is critical for economic viability, and that the potential deficit of revenue against expense to the City is not unreasonable.*

Staff finds that the proposed annexation is consistent with the purpose statements of the Annexation Policy Plan and that as conditioned will protect the general interests and character of the community; preserve open space, ensure environmental quality; protect entry corridors, view sheds and environmentally Sensitive Lands; enhance pedestrian connectivity, create buffer areas; and protect the general public health, safety, and welfare.

As conditioned, and subject to all existing conservation easements and deed restrictions already in place, the property will be maintained as open space for the community and visitors. Any future development on the four “Gordo” parcels, if zoned ROS, will be consistent with the purposes of the ROS zone while providing some opportunity for essential municipal service uses compatible with uses on surrounding properties that enhance the rural and resort image of Park City.

No City roads are contemplated. Existing ROWs will remain under their current jurisdiction. Extension of utility services, including sewer and water, is not contemplated.

Review pursuant to the Annexation Policy Plan- requirements
The Annexation Policy Plan (see Section 15-8-5 (B)) requires an annexation evaluation and staff report to be presented that contains the following items:

1. General Requirements of Section 15-8-2

See below for detailed analysis of the annexation as it relates to Section 15-8-2.

2. Map and natural features

The property is contiguous with the Park City Municipal boundary and is located within the Annexation Expansion Area, as described by the adopted Annexation Policy Plan. The property consists of two related areas including 1) the 1,104 acre north Round Valley Open Space area and 2) the 264 acre south Round Valley Open Space area that consists of City owned open space south of the National Ability Center and south of the Quinn’s Sports Complex, the Osguthorpe owned agricultural fields, and the “Gordo parcels”- eight small parcels (total of 8.42 acres) located off of SR 248 across from the Quinn’s Water Treatment Plant at the intersection of SR 248 and Richardson Flats Road as depicted on the proposed Annexation Plat (Exhibit A).

The property is characterized by the expanses of open, rolling terrain with high mountain desert vegetation consisting of sage brush, oak brush, grasses, wildflowers, and other plants and shrubs typical of this ecosystem. A large central valley (Round Valley), located on the northern portion, is surrounded by higher ridges and rounded hills. The lowest point of the valley appears to contain a small wetlands area, based on type of vegetation and moist soils visible at the surface. Numerous non-motorized trails have been constructed in the area, utilized by hikers, bikers, runners, snowshoers and skiers.

3. Density

The City (PCMC), as applicant of this annexation, is not requesting any density allocation for the annexation properties currently subject to conservation easements or deed restrictions. The City contemplates possible future essential municipal services uses for the Gordo parcels owned by the City. UDOT has not indicated possible future uses for their parcels. State owned land is not subject to

the City's LMC unless the property was sold to the City or another private entity. The ROS zoning does not permit density, in terms of residential or commercial unit equivalents but does allow for Essential Municipal facilities as a conditional use. No residential or commercial unit equivalents are requested as part of this annexation.

4. Land Uses-existing and proposed

Wildlife - The applicant provided wildlife information from the Utah Division of Wildlife. Deer, elk, and moose along with a variety of smaller mammals and birds are found on the property. Preservation of the property as open space preserves wildlife habitat, including habitat for sage grouse, a species of special interest in Utah.

Environmental Issues
The annexation is outside the City's Soils Ordinance District. The property contains areas of Steep or Very Steep Slopes and prominent ridges. There is little surface water, in streams or ponds, located on the property.

Utility & Access
There are no plans to extend utilities or create additional access routes into the annexation property. The Gordo parcels already have and un-improved access so additional access routes are not going to be provided for these properties.

5. Character and Development of adjacent property

The area is bounded on three sides by highways and a county road. Development along the annexation boundary is primarily rural and low density residential, recreation and open space, and institutional/medical.

6. Zoning- existing and proposed

Current underlying Summit County zoning for the property is 1) Rural Residential with an allowable density of 1 unit per 20 acres for Developable Lands (DL) and 1 unit per 40 acres for Sensitive Lands (SL) and 2) Hillside Stewardship (HS) with an allowable density of 1 unit per 30 acres for Developable Lands and 1 unit per 40 for Sensitive Lands.

Requested zoning is Recreation Open Space (ROS) for nearly all of the annexation area, including all of the existing open space and conservation easement areas. Light Industrial (LI) is proposed for the four (4) lower "Gordo" parcels. Two of these four parcels are UDOT parcels (2.06 acres) and two are PCMC parcels (3 acres). These lower parcels are not deed restricted and were not purchased with open space funds (see Exhibit M). The lower City owned parcels have been used in the past for storage of various materials. **Staff recommends that all of the parcels be zoned ROS and requests discussion from the Planning Commission regarding this recommendation.**

The ROS zone allows only conservation activities as an Allowed use. Trails and Trailhead improvements; Outdoor recreation equipment; Essential municipal public

utility uses, service, or structures less than 600 sf; Accessory structures less than 600 sf, Parking areas with four or fewer spaces, Temporary construction improvements, Raising and grazing of horses and livestock, and Anemometers are permitted with an Administrative Conditional Use. All other listed uses (see Exhibit K) require a Conditional Use Permit with a public hearing and approval by the Planning Commission.

Frontage Protection Overlay Zone (FPZ) is recommended for the annexation area along the property frontage with SR 248. The LMC identifies this area for Entry Corridor Protection Overlay (ECPO), as a subzone of the FPZ. ECPO includes specific regulations, such as no-build zones, height restrictions, and increased setbacks for the area within 250' of the Highway ROW (Exhibit K). FPZ zoning is consistent with past annexations along entry corridors.

7. Goals and Policies of the Park City General Plan

(See (B) below.)

8. Assessed valuation

Annexation of the property will have a neutral impact on the property's assessed valuation as all properties have tax exempt status.

9. Demand for municipal services

If annexed, the following are providers of municipal services in this area: Park City Police, Park City Fire District, Park City Water, and Snyderville Basin Water Reclamation District (SBWRD - sewer), and Park City School District. Questar gas, Rocky Mountain Power- power, Comcast - cable, and Qwest – gas provide utility services to portions of this property.

Additional demand for services is not expected for a majority of the property, with the exception of the Gordo parcels. County Sheriff provides law enforcement services at this time. County Planning, Engineering, and Building provide community development services at this time. County Health Department provides health related services and will continue upon annexation. Recreation services (trails and trail head maintenance, signs, mapping, event management, etc.) are provided jointly by the City, Mountain Trails, and Basin Recreation and this arrangement is anticipated to continue upon annexation. City Planning, Engineering and Building would provide community development services upon annexation.

Annexation of these properties changes the provision of law enforcement from County Sheriff to Park City Police, however services related to animal control and health will continue to be provided by Summit County, as they provide such services within the Municipal boundaries. Zoning enforcement and development review (trails, trailheads, etc.) would change from Snyderville Basin Planning Code and Commission/Summit County Council to Park City Land Management Code and Park City Planning Commission/City Council. For instance, in the event a new trail or trailhead is proposed on this property, the planning application and any

necessary building permits would be reviewed by the City's Planning, Building, and Engineering Departments rather than by Summit County.

10. Effect on City boundaries

This annexation does not create an island, peninsula, or other irregular shaped City boundary, but rather eliminates an existing peninsula. This annexation provides contiguity to the City Limits along all boundaries. The property is within the City's Annexation Expansion Area boundary and the City has expectations that this Property will be part of the City.

11. Timetable for extending services

Extension of extending services to the annexation area is not contemplated as the majority of the land is recreation open space. The existing conservation easements and deed restrictions limit future development and the need for these services.

12. Revenue versus costs

There is no revenue associated with this property due to its open space, tax exempt status. There are no residential or commercial uses associated with the property. There are costs associated with maintaining the open space lands.

13. Tax consequences

There are no tax consequences as a result of this annexation as the parcels are all tax exempt status currently.

14. Impact on Summit County

As there is no residential or commercial component to this annexation there is no impact on Summit County in terms of loss of sales tax revenue, taxes, etc. Park City not Summit County will be responsible for providing municipal services, including processing of applications related to the LMC and law enforcement.

15. Historic and cultural resources

There are no known historic structures or known cultural resources identified on the property according to information on record at the State, County, and City historic resources. The property is for the most part undeveloped land used for agricultural, mining (quarry), and recreational purposes. A detailed historic and cultural resource study has not been conducted for the property due to the fact that the proposed uses are not changing and remain as agricultural and recreational. The City may entertain such a study in the future.

Review pursuant to the Annexation Policy Plan- Section 15-8-2- General Requirements

City Staff has reviewed the proposed annexation against the following general requirements established for annexation to Park City as presented in LMC Section 15-8-2, as follows:

(A) Property under consideration of annexation must be considered a logical extension of the City boundaries.

The property is contiguous to the Park City Municipal boundaries. It is a logical extension of the City boundaries to annex these properties, and the southern portion is considered a peninsula of County jurisdiction mostly surrounded by the City. The property is within the Park City Annexation Expansion Area boundary.

(B) Annexation of Property to the City must be consistent with the intent and purposes of this Chapter and the Park City General Plan.

This annexation proposal has been submitted and processed consistent with the intent and purposes of LMC Chapter 8, the Annexation Policy Plan. The annexation petition has been accepted by the City Council and the petition certified by the City Recorder. The applicant submitted all required documents and information, per LMC Section 15-8-3 (A)-(J). Affected entities have been noticed of the petition acceptance by the City Council.

The southern portion is an infill property within existing Park City municipal boundaries and is within the Quinn's Junction neighborhood area of the prior General Plan, the Plan in effect at the time of the annexation petition. The northern portion is not within a specific neighborhood, but bounds the Quinn's Junction and Park Meadows neighborhoods. Applicable goals and objectives of these areas include:

- ***Preserve wetlands, drainage ways, and intermittent streams and incorporate them into developments as amenities, rather than as simply undeveloped land.***
- ***Preserve as many large cohesive, unbroken areas of open space and undeveloped land as possible through design, dedication, and acquisition, as development occurs.***
- ***Protect the views along the City's entry corridors by establishing design, setback, and landscape requirements***
- ***Decrease fire risk. Keep development out of certain sensitive areas, such as wildland interface zones and carefully control development where wildfire occurs.***
- ***Incorporate pedestrian trails and open space to allow movement between and through neighborhoods. Trails should link to other recreational and community facilities and provide viable alternatives to vehicular transportation. Trails should be consistent with the Master***

Trails plans.

Additionally, the General Plan established goals designed to address foreseeable problems and express community aspirations (Prior General Plan p. 5-10). The applicable key goals include:

- ***Preserve the mountain resort and historic (agricultural too) character of Park City.***
- ***Preserve environmental quality, open space, and outdoor recreational opportunities.***
- ***Maintain the high quality of public services and facilities.***
- ***Maintain the unique identity and character of an historic community.***
- ***Involve the community in decision making.***

Staff finds, as conditioned, that the proposed annexation complies with these established goals.

(C) Every annexation shall include the greatest amount of Property possible that is a contiguous Area and that is contiguous to the City's municipal boundaries.

The annexation includes all of the Property possible that is contiguous to Park City's boundaries and within the Park City Annexation Expansion Area.

(D) Piecemeal annexation of individual small Properties shall be discouraged if larger contiguous Parcels are available for annexation within a reasonable time frame in order to avoid repetitious annexations.

The annexation area constitutes the largest area possible owned by the applicants (see above) and is not a piecemeal annexation of individual small Properties.

(E) Islands of county jurisdiction shall not be left or created as a result of the annexation and peninsulas and irregular boundaries shall be avoided.

The annexation does not create an island. The proposed annexation does not create an irregular boundary.

(F) In addition to services provided by existing districts, such as sewer, fire protection, and public schools, the following urban level services, consistent with those normally provided in the rest of the incorporated boundaries will be provided to the annexed Areas:

- Police protection - ***City Police protection will be provided if annexed.***
- Snow removal and maintenance of Public Streets- ***the City will provide snow removal from any future Public Streets within the property. None are planned at this time.***
- Planning, zoning, and Code enforcement- ***Currently Summit County Planning and Building Department and would transfer to the City departments of planning, building, and engineering.***

- Availability of municipal sponsored parks and recreational activities and cultural events and facilities. ***Open Space areas and parks are public and open to County and City residents and visitors.***
- Water services as the Area is developed. Existing water treatment and storage facilities may currently be inadequate to provide services to the annexed Area. Developers of annexed Area are required to pay for the cost of improvements related to the extension of and connection with the City lines and systems as well as participate in additional improvements such as storage capacity and distribution as necessary for safe, reliable, and efficient water flows. ***Minimal to no additional water services are anticipated for the annexation property due to uses remaining as recreational and agricultural. Agricultural uses will maintain current irrigation water. Development of ROS uses on the City's Gordo parcels will require subdivision and utility plans, along with any required Conditional Use Permits.***

(G) If feasible and practical, water and sewer lines shall be extended to the Area proposed for annexation. Expenses associated with such extension shall be the responsibility of the developer of the property. The City shall determine timing and capacity of extending water to the proposed annexation area. The Water Reclamation district shall determine timing and capacity of extending sewer service to the proposed annexation area. ***Minimal to no additional water or sewer lines are anticipated for the annexation property due to uses remaining as recreational and agricultural. Development of ROS uses on the City's Gordo parcels will require subdivision and utility plans, along with any required Conditional Use Permits.***

(H) Before considering requests for annexation the City shall carefully analyze the impacts of annexation of an Area, taking into consideration whether the Area will create negative impacts on the City and considering whether the City can economically provide services to the annexed Area. Community issues such as location and adequacy of schools and community facilities, traffic, fire protection, particularly in Wildfire/Wildland Interface Zones, useable open space and recreation Areas, protection of Sensitive Lands, conservation of natural resources, protection of view corridors**,** protection and preservation of Historic resources, affordable housing, balance of housing types and ownership, adequate water and sewer capacity to serve the future needs of the proposed annexation Areas shall also be considered. ***Impacts of this annexation have been carefully analyzed and due to the fact that the majority of the property will remain as deed restricted Open Space this annexation has positive impacts on the City and surrounding property. If development of the City's Gordo parcels is desired in the future, any development that requires a building permit will require approval of a subdivision plat and utility plans. Protection of the entry corridor and Sensitive Areas; fencing, lighting, and landscaping; architectural character and compatibility of any structures; will be important items of***

review and the development will need to address and mitigate negative impacts as outlined in LMC Section 15-1-10- Conditional Use Permits.

(I) Situations may exist where it is in the public interest to preserve certain lands from Development where there exist Geologic Hazards, excessive Slopes, flood plains or where the need for preservation of community open space and/or agricultural lands is consistent with the General Plan. In such circumstances, annexation may occur as a means of retaining those lands in a natural state. ***The property is for the most part open space lands and it is in the public interest to preserve this land as open space. This annexation does not change the use of the majority of the area, which is deed restricted as recreation open space. The irrigated agricultural fields will also remain subject to a conservation easement. The Gordo parcels are vacant, disturbed parcels that are not on excessive slopes or within, flood plains, and are not currently agricultural land or designated open space.***

(J) The City shall consider annexation of unincorporated Areas of Summit County that are within the annexation expansion Area. ***The property is within the annexation expansion Area.***

(K) In general, the City does not favor annexation of territory, which should be located within another municipality, nor does it favor the annexation of unincorporated territory solely for the purpose of acquiring municipal revenues, or for retarding the capacity of another municipality to annex. ***The property is not within another municipality and the annexation is not solely for the purpose of acquiring municipal revenues or for retarding the capacity of another municipality to annex this property.***

(L) Annexations that expand the resort and/or tourist economy provide second home or rental residential Properties, preserve environmentally Sensitive Lands, and provide significant public open space and community facilities are preferred.

The purpose of this annexation is to bring the City's open space into the City limits and jurisdiction to preserve the environmentally Sensitive lands and to maintain this significant open space as a community amenity and benefit.

Annexation Agreement

The Annexation Policy Plan establishes a requirement for an Annexation Agreement to be approved by the City Council to address standard conditions that must be met prior to completion of the annexation. The LMC requires the Planning Commission review the Annexation Agreement. A draft Annexation Agreement is provided for Planning Commission review (Exhibit N).

DISCUSSION REQUESTED

Staff requests discussion of the following item:

- **Proposed Zoning.** The petitioner is requesting ROS zoning for most of the annexation area. Light Industrial (LI) zoning is requested for two City owned parcels and two UDOT parcels along SR 248 in anticipation of future uses for essential municipal uses and/or facilities. FPZ Overlay zoning is proposed for the area within 250' of SR 248 to extend the existing Frontage Protection Overlay zone on this stretch of SR 248 (See Exhibit K for ROS and LI Allowed and Conditional Uses).

  The ROS zone allows only conservation activities as an Allowed use. Trails and Trailhead improvements; Outdoor recreation equipment; Essential municipal public utility uses, service, or structures less than 600 sf; Accessory structures less than 600 sf, Parking areas with four or fewer spaces, Temporary construction improvements, Raising and grazing of horses and livestock, and Anemometers are permitted with an Administrative Conditional Use. All other listed uses (see Exhibit K) require a Conditional Use Permit with a public hearing and approval by the Planning Commission. **Staff recommends discussion.**

  Does the Commission find that LI zoning is appropriate in this area given the types of uses that could be proposed as either allowed or conditional or would a different zone, such as ROS, be more appropriate given the location within the City's entry corridor given that most of the listed uses within the ROS zone would be a Conditional Use rather than an Allowed use, as is the case of the LI Zone, and many LI zoned uses include commercial, retail, auto related, housing, etc. types of uses that are not contemplated for this area in the General Plan?

  Consider that if the parcels are ever sold to a private entity there are many LI uses that may not be appropriate in this location.

  Consider that the re-development of BOPA may reduce the total square footage of LI zone in the community.

  There have been discussions regarding relocation of the Recycling Center to the Gordo parcels, or other public works types of uses, such as snow storage or a public works facility. Essential Municipal Public Utility Use, Facility, Service, and Structure are allowed as a Conditional Use in the ROS zone.

  The non-deed restricted Gordo parcels contain approximately 2.0 acres (1 acre each).

DEPARTMENT REVIEW

The application was reviewed in detail by the Development Review Committee on July 9, 2013. Staff provided the entire petition and submittal report with all exhibits. The Committee provided comments which have been incorporated in this report and Ordinance.

NOTICE AND PUBLIC INPUT

On February 11, 2014 and again on August 13, 2014, the property was posted, notices were sent to surrounding property owners, and legal notice was published in the Park Record according to requirements of the Land Management Code.

Staff received several phone calls from neighboring residents and property owners requesting additional information regarding the location of the property to be annexed, proposed zoning, whether the property would remain as open space, who would maintain the trails, whether trails would continue to be public trails, questions about hunting regulations and enforcement, trail use, and whether regulations of dogs and leash laws would change.

FUTURE PROCESS

Annexations require Planning Commission recommendation and City Council adoption and become pending upon publication of an ordinance and compliance with state code filing procedures. City Council action may be appealed to a court of competent jurisdiction per LMC Section 15-1-18.

RECOMMENDATION

Staff recommends the Planning Commission review the annexation and zoning petition and this report for the Round Valley Park City Annexation and Zoning, conduct a public hearing, and consider forwarding a positive recommendation to City Council in accordance with the draft Ordinance.

EXHIBITS

Ordinance
Exhibit A- Annexation Plat
Exhibit B- Vicinity Map and Existing Conditions
Exhibit C- Map of Conservation Easements and Deed Restrictions
Exhibit D- Existing and Proposed Zoning
Exhibit E- View shed Corridors, site photos, typical vegetation
Exhibit F- Surrounding property map
Exhibit G- Sensitive Lands Analysis
Exhibit H- Wildlife Habitat
Exhibit I- County Zoning
Exhibit J- Annexation Petition Report
Exhibit K- ROS and LI Uses from LMC
Exhibit L- Minutes of the February 26th Planning Commission meeting
Exhibit M- Gordo parcel exhibit
Exhibit N- Annexation Agreement draft (under separate cover)

Ordinance No. 14-

AN ORDINANCE APPROVING THE ROUND VALLEY PARK CITY ANNEXATION AND ZONING MAP AMENDMENT ANNEXING INTO THE PARK CITY MUNICIPAL BOUNDARY AND ZONING AS RECREATION OPEN SPACE (ROS), THE ROUND VALLEY OPEN SPACE AREA, OSGUTHORPE FIELDS, AND GORDO PARCELS GENERALLY LOCATED NORTH OF STATE ROAD 248, WEST OF HIGHWAY US 40, AND EAST OF OLD RANCH ROAD LOCATED IN SECTIONS 28, 33, 34 AND 35 TOWNSHIP 1 SOUTH, RANGE 4 EAST, AND IN SECTIONS 2 AND 3, TOWNSHIP 2 SOUTH, RANGE 4 EAST OF THE SALT LAKE BASE AND MERIDIAN, SUMMIT COUNTY, UTAH

WHEREAS, on March 11, 2013, the owners of the property known as the Round Valley Open Space, including the Osguthorpe Fields and the Gordo Parcels, namely Park City Municipal Corporation and Afton Stephen Osguthorpe Family Trust, petitioned the City Council for approval of an annexation of land into the Park City limits as shown on the attached Annexation Plat (Exhibit A), the "Property"; and

WHEREAS, the property is approximately 1,368 acres in area and is located generally north of State Road 248, west of US 40, and east of Old Ranch Road within, as described in the attached Legal Description and Vicinity Map (Exhibit B); and

WHEREAS, the Property will be zoned Recreation Open Space (ROS); and

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

WHEREAS, the Park City Council accepted the Round Valley Park City Annexation petition on March 21, 2013; and

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; and

WHEREAS, On April 22, 2013, the City Recorder certified the annexation petition and delivered notice letters to the "affected entities" required by Utah Code, Section 10-2-405, and published notice in the Park Record for three consecutive weeks, giving notice, that the petition had been certified and the required 30-day protest period had begun; and

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 June 2, 2013; and

WHEREAS, on February 11th and August 12, 2014, written notice was sent to surrounding property owners, the property was posted, and legal notice was published in the Park Record providing legal notice of Planning Commission and City Council hearing dates; and

WHEREAS, the Planning Commission held public hearings on February 26, 2014 and August 27, 2014, to receive public input on the proposed annexation and zoning; and

WHEREAS, on June 26, 2014, the Planning Commission and Staff circumnavigated the annexation area by van and conducted a site visit to the Gordo parcel area; and

WHEREAS, on August 27, 2014, the Planning Commission forwarded to City Council a recommendation on the proposed annexation and zoning of the Round Valley Park City Annexation; and

WHEREAS, on October 9, 2014, the City Council held a public hearing to receive input on the proposed annexation and zoning; and

WHEREAS, the City Council finds that the requested zoning map amendment is consistent with the Park City General Plan; and

WHEREAS, it is in the best interest of Park City, Utah to approve the Annexation and Park City Zoning Map amendment, as this annexation will bring the City Owned open space property known as Round Valley Open Space, as well as the deed restricted Osguthorpe fields and the City and UDOT owned parcels, known as the Gordo parcels, into the City Limits.

WHEREAS, an Annexation Agreement, between the City and Petitioners pursuant to the Land Management Code, Section 15-8-5 (C), setting forth further terms and conditions of the Annexation, is herein included as Exhibit C.

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 hereto as Exhibit A and according to the Findings of Fact, Conclusions of Law, and Conditions of Approval as stated below.

The Property so annexed shall enjoy the privileges of Park City as described in the Annexation Agreement attached as Exhibit C 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. Council hereby authorizes the Mayor to execute the Annexation Agreement in substantially the same form as is attached hereto as Exhibit C and as approved 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 The 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 Round Valley Park City Annexation area in the Recreation Open Space (ROS) zoning district, as shown in Exhibit B.

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

Findings of Fact:

1. The annexation petition is a request to annex approximately 1,368 acres into the Park City municipal boundary and to amend the official zoning map to include the property in the Recreation Open Space (ROS) zoning district. Approximately five (5) acres are petitioned to be zoned Limited Industrial (LI).
2. The Round Valley Park City annexation area is currently located in unincorporated Summit County.
3. The non-deed restricted “Gordo” parcels, both UDOT and City owned, are within the Quinn’s Junction neighborhood and along the main 248 entry corridor to Park City.
4. The proposed land uses are consistent with the purpose statements of the ROS zoning district and the Planning Staff recommends that the entire annexation area be zoned ROS.
5. The proposed annexation meets the purposes stated in the Annexation Policy Plan, in that this annexation contributes to the achievement of the goals and policies of the Park City General Plan and further protects the general interests and character of Park City.
6. The annexation will bring City owned open space land into the Park City Municipal boundary and enable services to be provided to the Property, such as police and community development services, which are more easily accessible from the City than the County.
7. The annexation does not change or remove any existing deed restrictions or conservation easements from the Property and only the

four lower “Gordo” parcels are not restricted from development due to deed restrictions and conservation easements.

8. Annexation of this parcel will not create an island, peninsula, or irregular city boundary. The annexation is a logical extension of the City Boundary.
9. This property is located within the Park City Annexation Expansion Area, adopted by the City Council in 2003.
10. Provision of municipal services, such as police, water, and community development, for this property is more efficiently provided by Park City than by Summit County, in particular for non-deed restricted “Gordo” parcels.
11. The annexation petition has been reviewed pursuant to Utah Code Annotated (UCA) Sections 10-2-401, 402, and 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.
12. The proposed annexation is consistent with the purpose statements of the Annexation Policy Plan and 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; will preserve open space and ensure environmental quality, will protect a prominent entry corridor, view sheds, and environmentally Sensitive Lands; enhance pedestrian connectivity, create buffer areas; and protect the general public health, safety, and welfare.
13. The City Staff and Review Team have reviewed the proposed annexation 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.
14. No development or subdivision of the land is proposed at this time.

<u>Conclusions of Law:</u>

1. The Annexation and Zoning Map amendment are consistent with 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.

<u>Conditions of Approval:</u>

1. The Official Zoning Map shall be amended to include the Round Valley Park City Annexation parcels with the Recreation Open Space (ROS) Zone with the Entry Corridor Overlay Zone along the property frontage with State Road 248.
2. The annexation agreement shall be fully executed and recorded with the Annexation Plat.

3. All current ROWs will remain under their respective jurisdiction

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

PASSED AND ADOPTED this ___day of _____, 2014.

PARK CITY MUNICIPAL CORPORATION

_____
Jack Thomas, MAYOR

ATTEST:

_____
Marci Heil, City Recorder

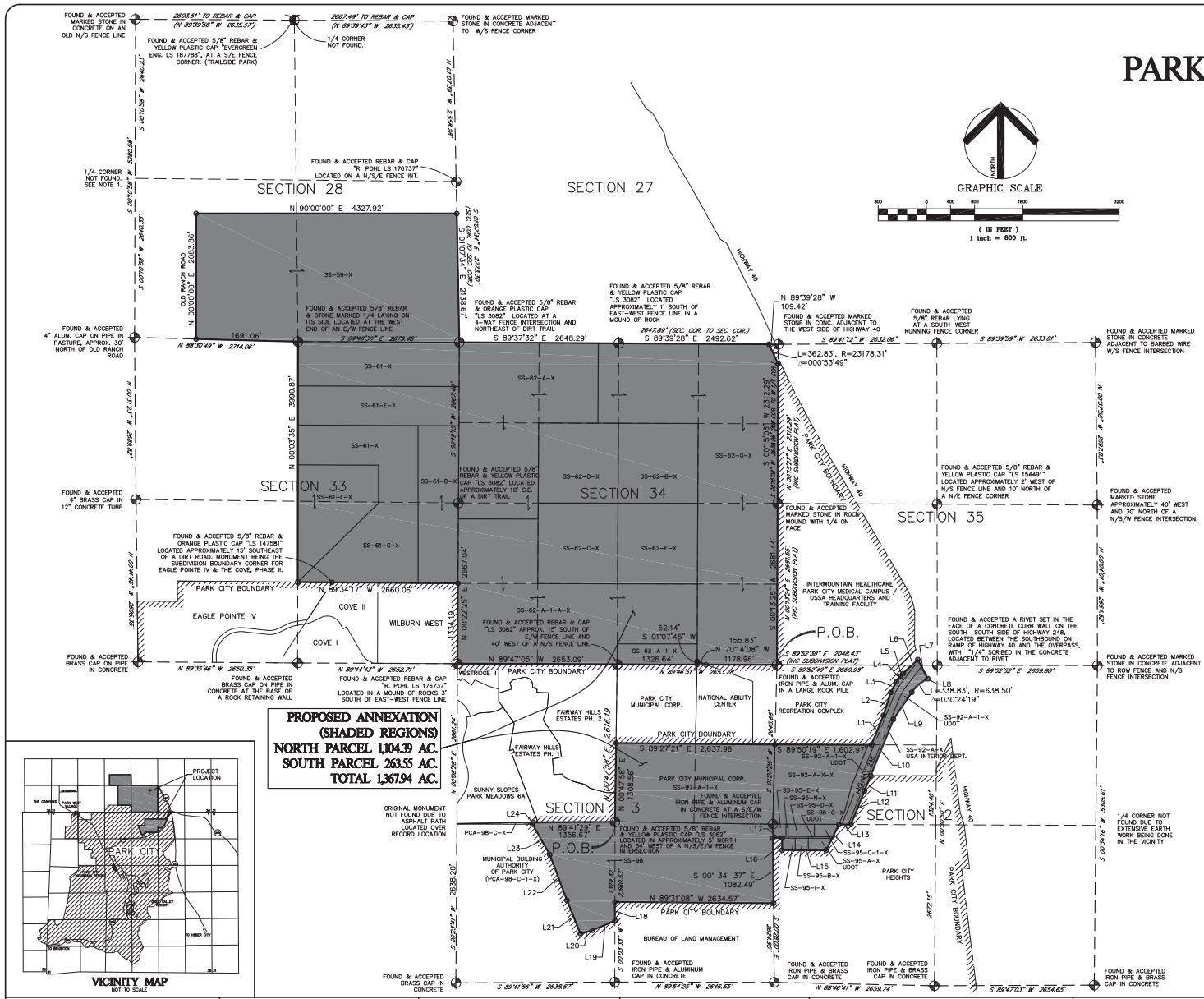
APPROVED AS TO FORM:

_____
Mark D. Harrington, City Attorney

EXHIBIT A

ROUND VALLEY
PARK CITY ANNEXATION PLAT

LOCATED IN SECTIONS 28, 33, 34 & 35, TOWNSHIP 1 SOUTH, RANGE 4 EAST, AND IN SECTIONS 2 & 3, TOWNSHIP 2 SOUTH, RANGE 4 EAST, SALT LAKE BASE & MERIDIAN, SUMMIT COUNTY, UTAH


SECTION 28
SECTION 27
SECTION 33
SECTION 34
SECTION 35
SECTION 3
SECTION 2
N 90°00'00" E 4327.92'
N 00°03'55" E 3990.87'
N 89°34'17" W 2660.06'
N 89°47'05" W 2653.09'
S 89°37'32" E 2648.29'
S 89°39'28" E 2492.62'
N 89°39'28" W 109.42'
L=362.83', R=23178.31'
Δ=000°53'49"
L=338.83', R=638.50'
Δ=030°24'19"
S 89°52'38" E 2048.43' (INC SUBDIVISION PLAT)
S 89°52'49" E 2860.98'
S 89°52'52" E 2659.80'
S 89°41'12" W 2632.06'
S 89°39'59" W 2633.91'
S 89°47'03" W 2654.65'
N 89°48'41" W 2659.74'
S 89°47'55" W 2646.55'
S 89°41'56" W 2638.67'
N 89°41'23" E 1356.67'
S 00°34'37" E 1082.49'
N 89°31'08" W 2634.57'
S 89°27'21" E 2,637.96'
S 89°50'19" E 1,602.97'
S 89°52'38" E 2,616.19'
S 89°52'52" E 2,659.80'
S 89°47'03" W 2,654.65'
S 89°41'56" W 2,638.67'
S 89°47'55" W 2,646.55'
N 89°48'41" W 2,659.74'
N 89°41'23" E 1,356.67'
S 00°34'37" E 1,082.49'
N 89°31'08" W 2,634.57'
S 89°27'21" E 2,637.96'
S 89°50'19" E 1,602.97'
S 00°03'25" W 7681.44'
S 00°15'08" W 2312.29'
N 00°03'25" E 2667.04'
N 00°22'25" E 1334.18'
N 00°14'59" W 1308.56'
N 00°12'29" E 2616.19'
N 00°12'29" E 2659.80'
N 00°12'29" E 2659.80'
N 00°12'29" E 2659.80

ROUND VALLEY
PARK CITY ANNEXATION PLAT

LOCATED IN SECTIONS 28, 33, 34 & 35,
TOWNSHIP 1 SOUTH, RANGE 4 EAST,
AND IN SECTIONS 2 & 3,
TOWNSHIP 2 SOUTH, RANGE 4 EAST,
SALT LAKE BASE & MERIDIAN,
SUMMIT COUNTY, UTAH

BOUNDARY DESCRIPTION

BEGINNING AT THE SOUTHEAST CORNER OF SECTION 34, TOWNSHIP 1 SOUTH, RANGE 4 EAST, SALT LAKE BASE AND MERIDIAN, SUMMIT COUNTY, UTAH, (BASIS OF BEARING NORTH 89°46'51" WEST A DISTANCE OF 2,653.28 FEET BETWEEN THE SOUTHEAST CORNER OF SAID SECTION 34 (A FOUND ALUMINUM CAP IN A ROCK PILE) AND THE SOUTH QUARTER CORNER OF SAID SECTION 34 (A FOUND REBAR WITH YELLOW CAP MARKED "LS #3082"); SAID POINT OF BEGINNING ALSO BEING ON THE NORTHERLY BOUNDARY LINE OF THE "PARK CITY RECREATION COMPLEX" SUBDIVISION AND THE SOUTHWEST CORNER OF THE "INTERMOUNTAIN HEALTHCARE PARK CITY MEDICAL CAMPUS / USSA HEADQUARTERS AND TRAINING FACILITY" SUBDIVISION; THENCE ALONG SAID NORTHERLY SUBDIVISION BOUNDARY LINE AND SAID SOUTHERLY LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 34, NORTH 89°46'51" WEST A DISTANCE OF 1,178.96 FEET TO A POINT ON THE NORTHERLY BOUNDARY LINE OF THE NATIONAL ABILITY CENTER; THENCE LEAVING SAID SECTION LINE AND CONTINUING ALONG SAID NATIONAL ABILITY CENTER BOUNDARY THE FOLLOWING TWO CALLS: 1) NORTH 70°14'08" WEST A DISTANCE OF 155.83 FEET; 2) SOUTH 01°07'45" WEST A DISTANCE OF 52.14 FEET TO A POINT ON THE SOUTHERLY LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 34; THENCE ALONG SAID SOUTHERLY QUARTER SECTION LINE, NORTH 89°46'51" WEST A DISTANCE OF 1,326.64 FEET TO THE SOUTH QUARTER CORNER OF SAID SECTION 34, SAID POINT ALSO BEING THE NORTHEAST BOUNDARY CORNER OF THE "FAIRWAY HILLS ESTATES PHASE 2" SUBDIVISION; THENCE ALONG THE SOUTHERLY LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 34 (ALSO BEING THE NORTHERLY BOUNDARY LINES OF THE SAID FAIRWAY HILLS ESTATES PHASE 2 AND WESTRIDGE II SUBDIVISION) NORTH 89°47'05" WEST A DISTANCE OF 2,653.09 FEET TO THE SOUTHWEST CORNER OF SAID SECTION 34 (A FOUND REBAR WITH YELLOW CAP MARKED "R. POHL LS 176737"); THENCE ALONG THE WESTERLY LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 34, NORTH 00°22'25" EAST A DISTANCE OF 1,334.19 FEET; THENCE LEAVING SAID WESTERLY QUARTER SECTION LINE, NORTH 89°34'17" WEST A DISTANCE OF 2,660.06 FEET TO A POINT ON THE NORTH-SOUTH CENTER SECTION LINE OF SECTION 33, TOWNSHIP 1 SOUTH, RANGE 4 EAST, SALT LAKE BASE AND MERIDIAN, SUMMIT COUNTY, UTAH, SAID POINT ALSO BEING ON THE NORTHERLY BOUNDARY LINE OF "EAGLE POINTE IV" SUBDIVISION; THENCE LEAVING SAID NORTHERLY BOUNDARY LINE AND CONTINUING ALONG SAID NORTH-SOUTH CENTER SECTION LINE NORTH 00°03'35" EAST A DISTANCE OF 3,990.87 FEET TO THE NORTH QUARTER CORNER OF SAID SECTION 33 (A FOUND REBAR & STONE MARKED 1/4) SAID POINT ALSO BEING THE SOUTH QUARTER CORNER OF SECTION 28, TOWNSHIP 1 SOUTH, RANGE 4 EAST, SALT LAKE BASE AND MERIDIAN; THENCE ALONG THE SOUTHERLY LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 28, NORTH 88°30'49" WEST A DISTANCE OF 1,691.06 FEET; THENCE LEAVING SAID SOUTHERLY QUARTER SECTION LINE, NORTH 00°00'00" EAST A DISTANCE OF 2,083.86 FEET; THENCE NORTH 90°00'00" EAST 4,327.92 FEET TO A POINT ON THE EASTERLY LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 28; THENCE ALONG SAID EASTERLY QUARTER SECTION LINE, SOUTH 01°07'34" EAST A DISTANCE OF 2,138.67 FEET TO THE SOUTHEAST CORNER OF SAID SECTION 28 (A FOUND REBAR WITH ORANGE PLASTIC CAP MARKED "LS #3082"); THENCE ALONG THE NORTHERLY LINE OF THE NORTHWEST QUARTER OF SECTION 34 SOUTH 89°37'32" EAST A DISTANCE OF 2,648.29 FEET TO THE NORTH QUARTER CORNER OF SAID SECTION 34 (A FOUND REBAR WITH YELLOW PLASTIC CAP MARKED "LS #3082"), THENCE ALONG THE NORTHERLY LINE OF THE NORTHEAST QUARTER OF SAID SECTION 34 SOUTH 89°39'28" EAST A DISTANCE OF 2,492.62 FEET TO A POINT ON THE WESTERLY BOUNDARY LINE OF THE "INTERMOUNTAIN HEALTHCARE PARK CITY MEDICAL CAMPUS / USSA HEADQUARTERS AND TRAINING FACILITY" SUBDIVISION, SAID POINT BEING ON A 23,178.31 FOOT RADIUS CURVE TO THE LEFT; THENCE ALONG SAID WESTERLY BOUNDARY LINE THE FOLLOWING THREE (3) CALLS: (1) THENCE 362.82 FEET ALONG THE ARC OF SAID 23,178.31 FOOT RADIUS CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 00°53'49" TO A POINT ON THE EASTERLY LINE OF THE NORTHEAST QUARTER OF SAID SECTION 34; (2) THENCE ALONG SAID EASTERLY QUARTER SECTION LINE, SOUTH 00°15'08" WEST A DISTANCE OF 2,312.29 FEET TO THE EAST QUARTER CORNER OF SAID SECTION 34 (A FOUND STONE MARKED 1/4 IN A ROCK MOUND); (3) THENCE ALONG THE EASTERLY LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 34, SOUTH 00°13'25" WEST A DISTANCE OF 2,681.44 FEET TO THE SOUTHEAST CORNER OF SAID SECTION 34, ALSO BEING THE POINT OF BEGINNING.

BOUNDARY DESCRIPTION (CONTINUED)

ALSO INCLUDING THE FOLLOWING:

BEGINNING AT THE CENTER OF SECTION 3, TOWNSHIP 2 SOUTH, RANGE 4 EAST, SALT LAKE BASE AND MERIDIAN, SUMMIT COUNTY, UTAH, (BASIS OF BEARING NORTH 00°47'58" EAST A DISTANCE OF 2,616.19 FEET BETWEEN THE CENTER OF SAID SECTION 3 (A FOUND REBAR WITH YELLOW CAP MARKED "LS #3082") AND THE NORTH QUARTER CORNER OF SAID SECTION 3 (A FOUND REBAR WITH YELLOW CAP MARKED "LS #3082"); THENCE ALONG THE NORTH-SOUTH CENTER SECTION LINE OF SAID SECTION 3, NORTH 00°47'58" EAST A DISTANCE OF 1,308.56 FEET; THENCE LEAVING SAID NORTH-SOUTH CENTER SECTION LINE SOUTH 89°27'21" EAST A DISTANCE OF 2,637.96 FEET TO A POINT ON THE EAST LINE OF SAID SECTION 3, SAID POINT ALSO BEING ON THE SOUTHERLY BOUNDARY OF PARK CITY RECREATION COMPLEX SUBDIVISION; THENCE ALONG SAID SOUTHERLY BOUNDARY LINE SOUTH 89°50'19" EAST A DISTANCE OF 1,602.97 FEET TO THE NORTHWESTERLY RIGHT-OF-WAY OF STATE ROUTE 248; THENCE ALONG SAID NORTHWESTERLY RIGHT-OF-WAY AND EASTERLY BOUNDARY OF SAID PARK CITY RECREATION COMPLEX SUBDIVISION THE FOLLOWING SIX (6) CALLS: (1) THENCE NORTH 22°01'00" EAST A DISTANCE OF 527.41 FEET, (2) THENCE NORTH 17°42'46" EAST A DISTANCE OF 399.75 FEET, (3) NORTH 28°04'06" EAST A DISTANCE OF 200.00 FEET, (4) THENCE NORTH 37°37'06" EAST A DISTANCE OF 115.81 FEET, (5) THENCE NORTH 42°52'13" EAST A DISTANCE OF 57.93 FEET, (6) THENCE NORTH 46°13'24" EAST A DISTANCE OF 339.56 FEET TO THE WESTERLY RIGHT-OF-WAY LINE OF HIGHWAY 40; THENCE ALONG SAID WESTERLY RIGHT-OF-WAY SOUTH 27°45'07" EAST A DISTANCE OF 360.10 FEET TO A POINT ON THE SOUTHEASTERLY RIGHT-OF-WAY OF STATE ROUTE 248; THENCE ALONG SAID SOUTHEASTERLY RIGHT-OF-WAY LINE THE FOLLOWING SIX (6) CALLS: (1) THENCE SOUTH 63°51'50" WEST A DISTANCE OF 13.75 FEET TO A POINT ON A 638.50 FOOT RADIUS CURVE TO THE LEFT; (2) THENCE ALONG THE ARC OF SAID CURVE 338.83 FEET THROUGH A CENTRAL ANGLE OF 30°24'19"; (3) THENCE SOUTH 34°07'11" WEST A DISTANCE OF 544.70 FEET; (4) THENCE SOUTH 22°00'39" WEST 1,005.18 FEET; (5) THENCE SOUTH 21°58'40" WEST A DISTANCE OF 273.27 FEET, (6) THENCE SOUTH 22°02'06" WEST 602.76 FEET TO A POINT ON THE EAST-WEST CENTER SECTION LINE OF SAID SECTION 2; THENCE LEAVING SAID SOUTHEASTERLY RIGHT-OF-WAY LINE AND CONTINUING ALONG SAID EAST-WEST CENTER SECTION LINE SOUTH 89°47'17" WEST A DISTANCE OF 199.82 FEET TO THE NORTHWESTERLY RIGHT-OF-WAY LINE OF SAID STATE ROUTE 248; THENCE ALONG SAID NORTHWESTERLY RIGHT-OF-WAY LINE, SOUTH 26°17'01" WEST A DISTANCE OF 477.04 FEET; THENCE LEAVING SAID WESTERLY RIGHT-OF-WAY LINE NORTH 89°47'52" WEST A DISTANCE OF 732.08 FEET; THENCE NORTH 00°03'08" EAST A DISTANCE OF 200.00 FEET; THENCE NORTH 89°47'52" WEST A DISTANCE OF 153.20 FEET TO THE EASTERLY LINE OF THE SOUTHEAST QUARTER OF SECTION 3, TOWNSHIP 2 SOUTH, RANGE 4 EAST, SALT LAKE BASE AND MERIDIAN; THENCE ALONG SAID EASTERLY QUARTER SECTION LINE SOUTH 00°34'37" EAST A DISTANCE OF 1,082.49 FEET TO THE EAST-WEST 1/16TH LINE OF SAID SECTION 3; THENCE ALONG SAID EAST-WEST 1/16TH LINE NORTH 89°31'08" WEST A DISTANCE OF 2,634.57 FEET TO THE NORTH-SOUTH CENTER SECTION LINE OF SAID SECTION 3; THENCE ALONG SAID NORTH-SOUTH CENTER SECTION LINE SOUTH 00°03'33" WEST A DISTANCE OF 310.33 FEET TO A POINT ON THE NORTHERLY BOUNDARY LINE OF TAX PARCEL PCA-98-C-1-X; THENCE ALONG SAID NORTHERLY BOUNDARY LINE THE FOLLOWING FIVE (5) CALLS: (1) THENCE SOUTH 66°33'26" WEST A DISTANCE OF 402.55 FEET, (2) THENCE SOUTH 75°13'12" WEST A DISTANCE OF 211.20 FEET, (3) THENCE NORTH 21°57'05" WEST A DISTANCE OF 593.43 FEET, (4) THENCE NORTH 20°37'22" WEST A DISTANCE OF 811.06 FEET, (5) THENCE NORTH 29°33'29" WEST A DISTANCE OF 581.91 FEET TO A POINT ON THE EASTERLY LINE OF TAX PARCEL PCA-98-C-X; THENCE ALONG SAID EASTERLY LINE NORTH 23°04'37" EAST A DISTANCE OF 33.39 FEET TO THE SOUTHERLY LINE OF "SUNNY SLOPES PARK MEADOWS SUBDIVISION NO. 6A"; THENCE ALONG SAID SOUTHERLY LINE OF "SUNNY SLOPES PARK MEADOWS SUBDIVISION NO. 6A" AND ALONG THE SOUTHERLY LINE OF "FAIRWAY HILLS ESTATES PHASE 1" SUBDIVISION NORTH 89°41'29" EAST A DISTANCE OF 1,356.67 FEET TO THE CENTER OF SAID SECTION 3, ALSO BEING THE POINT OF BEGINNING.

CONTAINING APPROXIMATELY 1,367.16 ACRES.

PARCEL IDENTIFICATION

PARK CITY MUNICIPAL CORPORATION LAND, AS FOLLOWS:
- SECTION 28, TOWNSHIP 1 SOUTH, RANGE 4 EAST, SALT LAKE BASE & MERIDIAN:
  - * SUMMIT COUNTY TAX SERIAL NO. SS-59-X (PCMC)
- SECTION 33, TOWNSHIP 1 SOUTH, RANGE 4 EAST, SALT LAKE BASE & MERIDIAN:
  - * SUMMIT COUNTY TAX SERIAL NO. SS-61-X (PCMC)
  - * SUMMIT COUNTY TAX SERIAL NO. SS-61-C-X (PCMC)
  - * SUMMIT COUNTY TAX SERIAL NO. SS-61-D-X (PCMC)
  - * SUMMIT COUNTY TAX SERIAL NO. SS-61-E-X (PCMC)
  - * SUMMIT COUNTY TAX SERIAL NO. SS-61-F-X (PCMC)
- SECTION 34, TOWNSHIP 1 SOUTH, RANGE 4 EAST, SALT LAKE BASE & MERIDIAN:
  - * SUMMIT COUNTY TAX SERIAL NO. SS-62-A-X (PCMC)
  - * SUMMIT COUNTY TAX SERIAL NO. SS-62-B-X (PCMC)
  - * SUMMIT COUNTY TAX SERIAL NO. SS-62-C-X (PCMC)
  - * SUMMIT COUNTY TAX SERIAL NO. SS-62-D-X (PCMC)
  - * SUMMIT COUNTY TAX SERIAL NO. SS-62-E-X (PCMC)
  - * SUMMIT COUNTY TAX SERIAL NO. SS-62-G-X (PCMC)
  - * SUMMIT COUNTY TAX SERIAL NO. SS-62-A-1-X (PCMC)
  - * SUMMIT COUNTY TAX SERIAL NO. SS-62-A-1-A-X (PCMC)
- SECTION 2, TOWNSHIP 2 SOUTH, RANGE 4 EAST, SALT LAKE BASE & MERIDIAN:
  - * SUMMIT COUNTY TAX SERIAL NO. SS-92-A-X (U.S.A., INTERIOR DEPT.)
  - * SUMMIT COUNTY TAX SERIAL NO. SS-92-A-X-X (PCMC)
  - * SUMMIT COUNTY TAX SERIAL NO. SS-92-A-1-X (UDOT)
  - * SUMMIT COUNTY TAX SERIAL NO. SS-95-A-X (UDOT)
  - * SUMMIT COUNTY TAX SERIAL NO. SS-95-B-X (PCMC)
  - * SUMMIT COUNTY TAX SERIAL NO. SS-95-C-1-X (PCMC)
  - * SUMMIT COUNTY TAX SERIAL NO. SS-95-C-X (UDOT)
  - * SUMMIT COUNTY TAX SERIAL NO. SS-95-D-X (PCMC)
  - * SUMMIT COUNTY TAX SERIAL NO. SS-95-E-X (PCMC)
  - * SUMMIT COUNTY TAX SERIAL NO. SS-95-I-X (PCMC)
  - * SUMMIT COUNTY TAX SERIAL NO. SS-95-N-X (PCMC)
- SECTION 3, TOWNSHIP 2 SOUTH, RANGE 4 EAST, SALT LAKE BASE & MERIDIAN:
  - * SUMMIT COUNTY TAX SERIAL NO. SS-97-A-1-X (PCMC)
  - * SUMMIT COUNTY TAX SERIAL NO. SS-98 (STEPHEN A. OSGUTHORPE, TRUSTEE)

SHEET 2 OF 2
PLOTTED: MARCH 26, 2014
© EVERGREEN ENGINEERING, INC.

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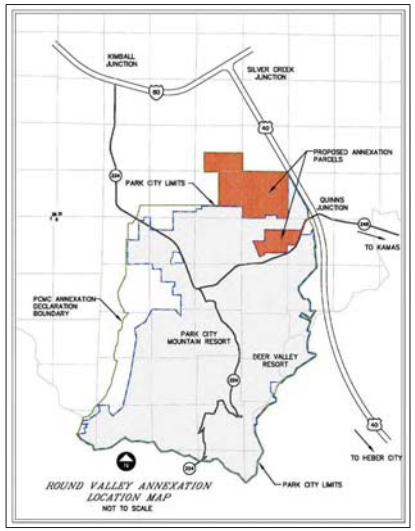
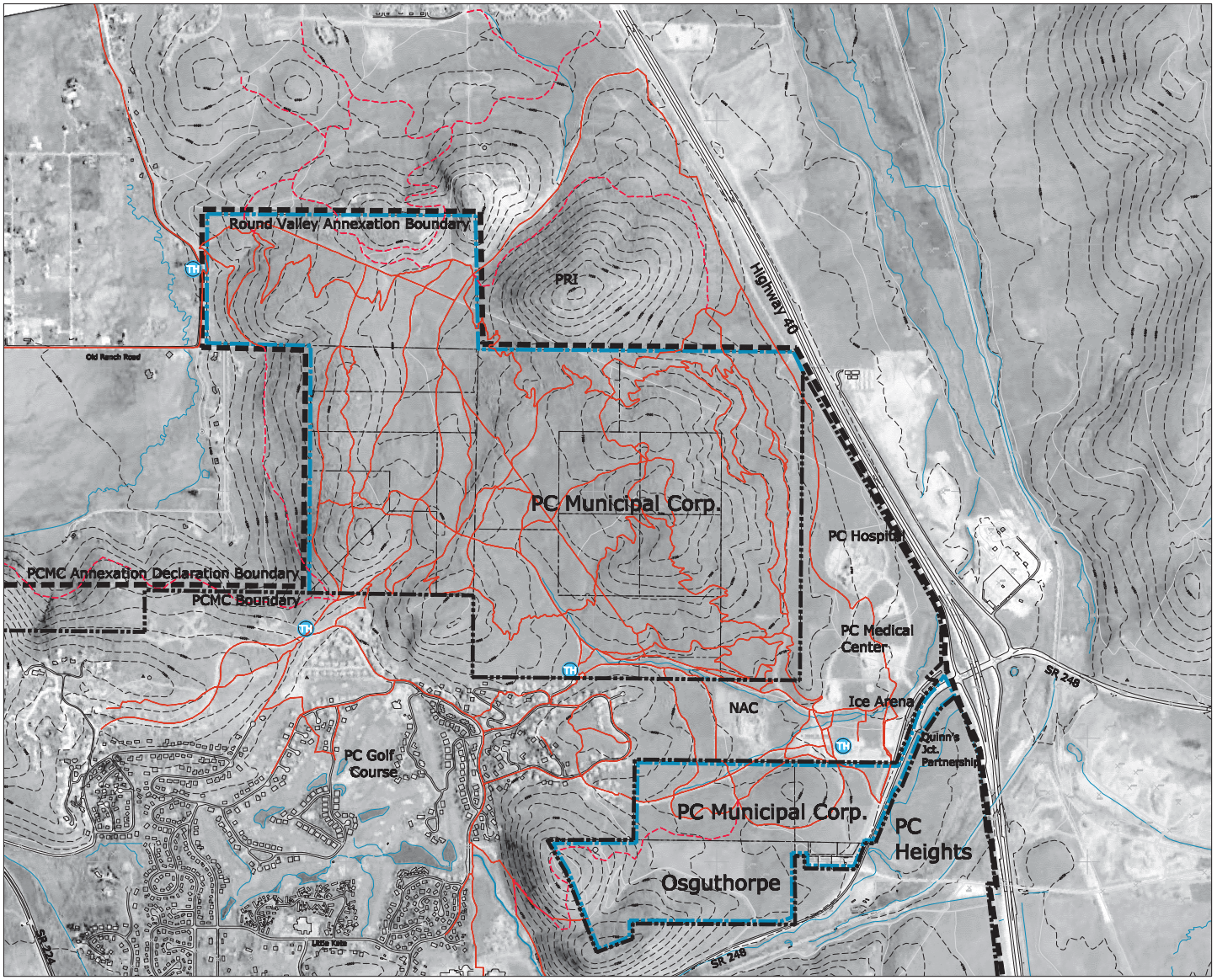
E-mail: office@evergreen-eng.com

EXHIBIT B



LEGEND

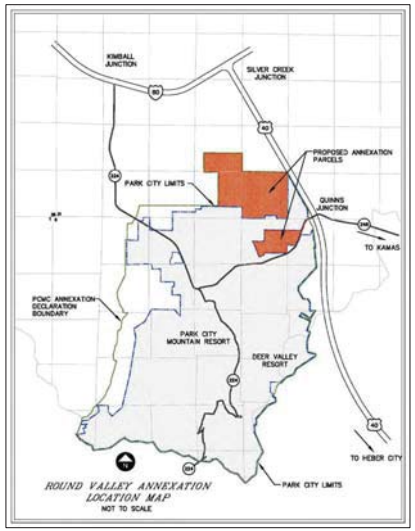
- Round Valley Annexation Boundary
- PCMC Annexation Declaration Boundary
- Existing PCMC Boundary
- Existing Round Valley trails and jeep roads
- Proposed Round Valley trails
- Existing trailheads



800' 0 800' 1600'

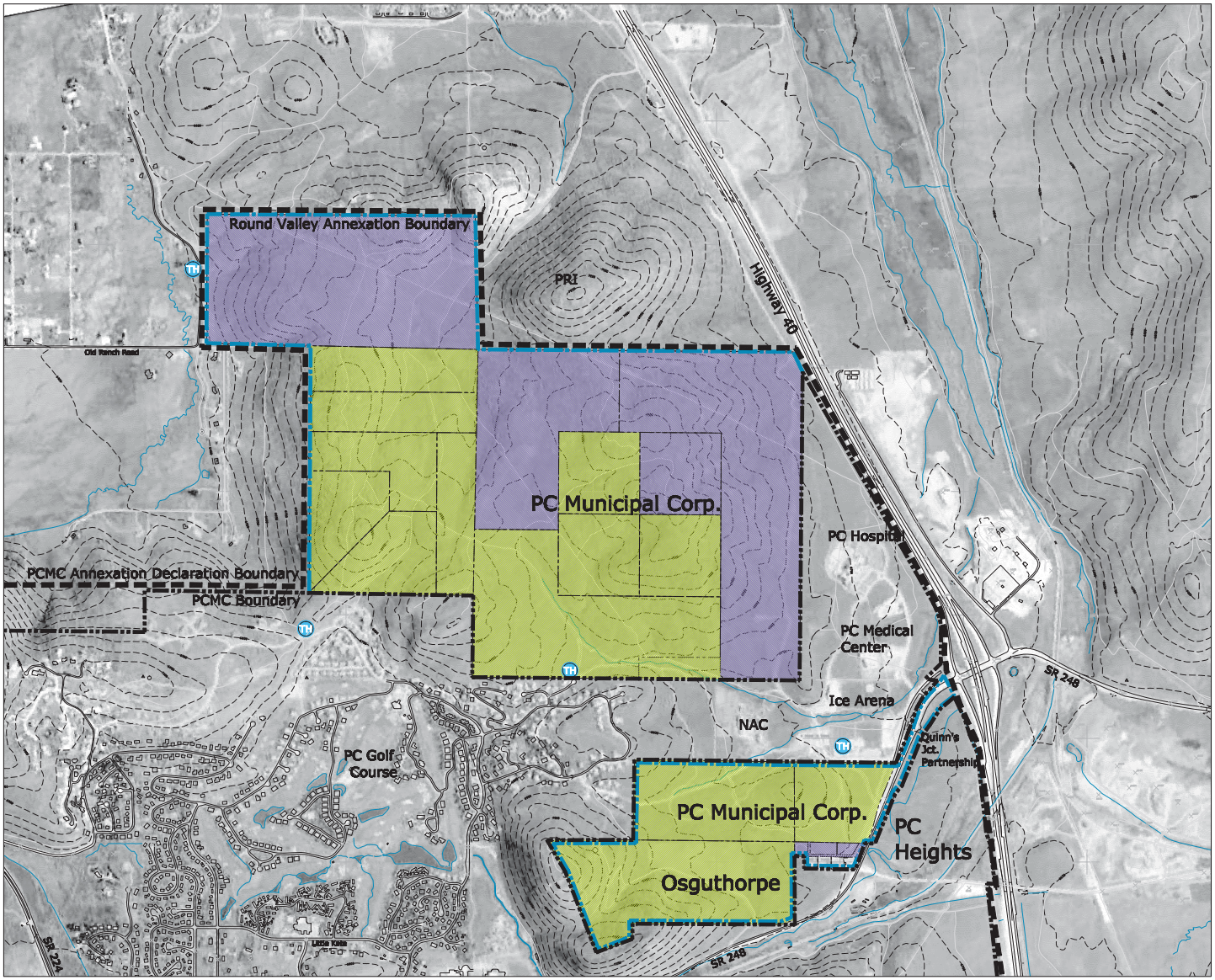
Alliance Engineering Inc. (435) 649-9467 CONSULTING ENGINEERS LAND PLANNERS SURVEYORS 323 Main Street P.O. Box 2664 Park City, Utah 84060-2664	STAFF: STEVE SCHUELER DATE: 6/16/13	ROUND VALLEY ANNEXATION PETITION Existing Conditions + Ortho-Photo PARK CITY MUNICIPAL CORPORATION FOR: PCMC JOB NO.: 7-1-12 FILE: X:\Quinn's Junction\dwg\Existing Conditions map no ortho.dwg	SHEET 1 OF 1

EXHIBIT C



LEGEND

- Annexation lands with existing Conservation Easements
- Annexation lands with existing Deed Restrictions
- Round Valley Annexation Boundary
- PCMC Annexation Declaration Boundary
- Existing PCMC Boundary



800' 0 800' 1600'

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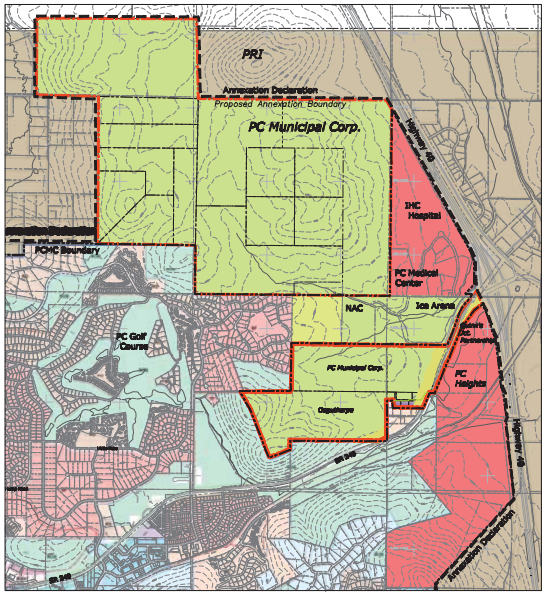
Alliance Engineering Inc.
CONSULTING ENGINEERS LAND PLANNERS SURVEYORS
323 Main Street P.O. Box 2664 Park City, Utah 84060-2664

STAFF: STEVE SCHUELER
DATE: 6/16/13

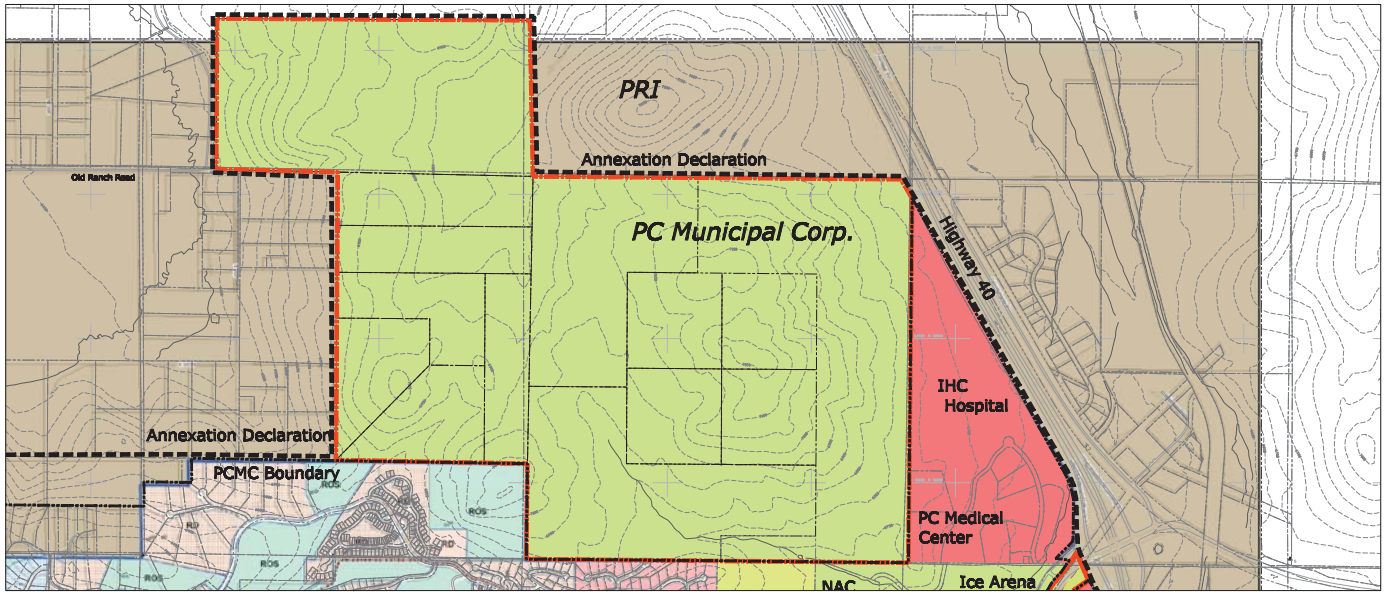
ROUND VALLEY ANNEXATION PETITION
Conservation Easements+Deed Restrictions
PARK CITY MUNICIPAL CORPORATION
FOR: PCMC
JOB NO.: 7-1-12
FILE: X:\Quinn's Junction\dwg\Existing Conditions map no ortho.dwg

SHEET 1 OF 1

EXHIBIT D

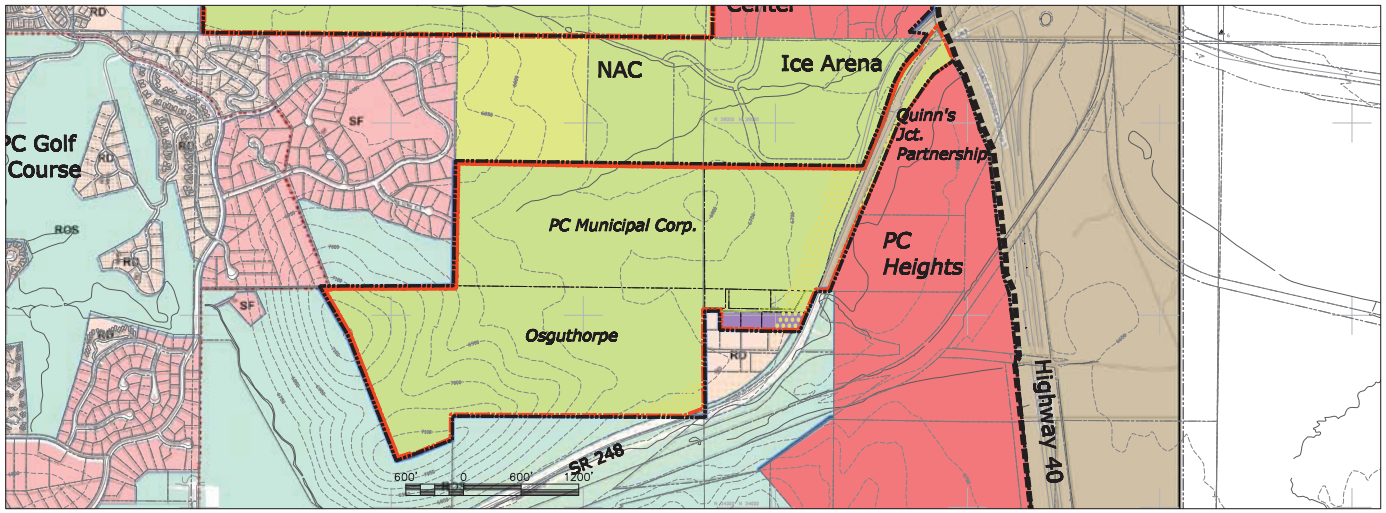


Overall Annexation Area
Not to scale



North Parcel

800' 0 800' 1600'



South Parcel

Proposed Zoning

- Recreation Open Space (ROS)
- Light Industrial (LI)
- Frontage Protection Zone (FPZ)

Existing Zoning-Surrounding Areas

- Community Transititon (CT)
- Recreation Open Space (ROS)
- Preservation Open Space (POS)
- Estate (E)
- Single Family (SF)
- Residential Development (RD)
- Light Industrial (LI)

- Round Valley Annexation Boundary
- PCMC Annexation Declaration Boundary
- Existing PCMC Boundary

(435) 649-9467 Alliance Engineering CONSULTING ENGINEERS LAND PLANNERS SURVEYORS 323 Main Street P.O. Box 2664 Park City, Utah 84060-2664	STAFF: STEVE SCHUELER DATE: 5/30/14	ROUND VALLEY ANNEXATION PETITION PROPOSED ZONING PARK CITY MUNICIPAL CORPORATION FOR: PCMC JOB NO.: 7-1-12 FILE: X:\Quinn's Junction\dwg\Zoning Map. dwg	SHEET 1 OF 1

EXHIBIT E

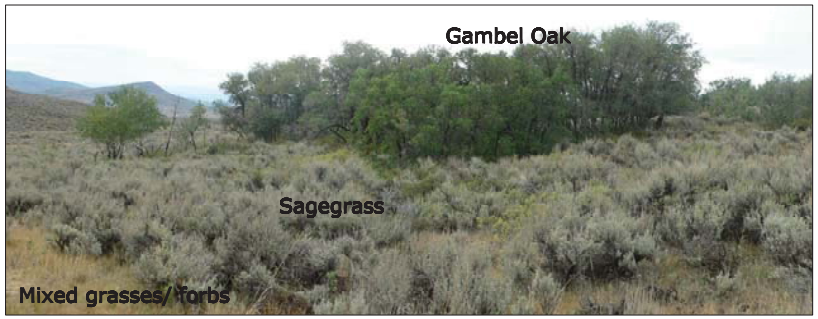
A View of South RV from Park Meadows

B View from West RV/ Matt's Flat Trail

C View from SR 248 looking West

D View from Hwy. 40 looking West

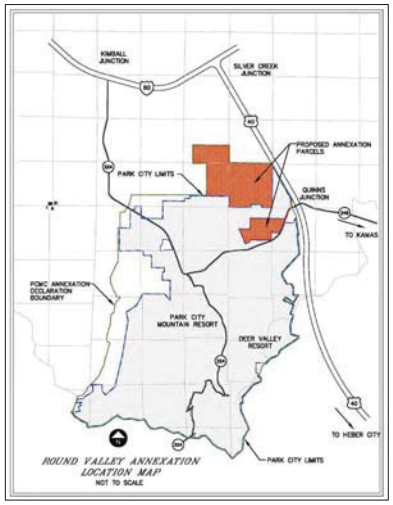
Viewpoint Legend (NTS)

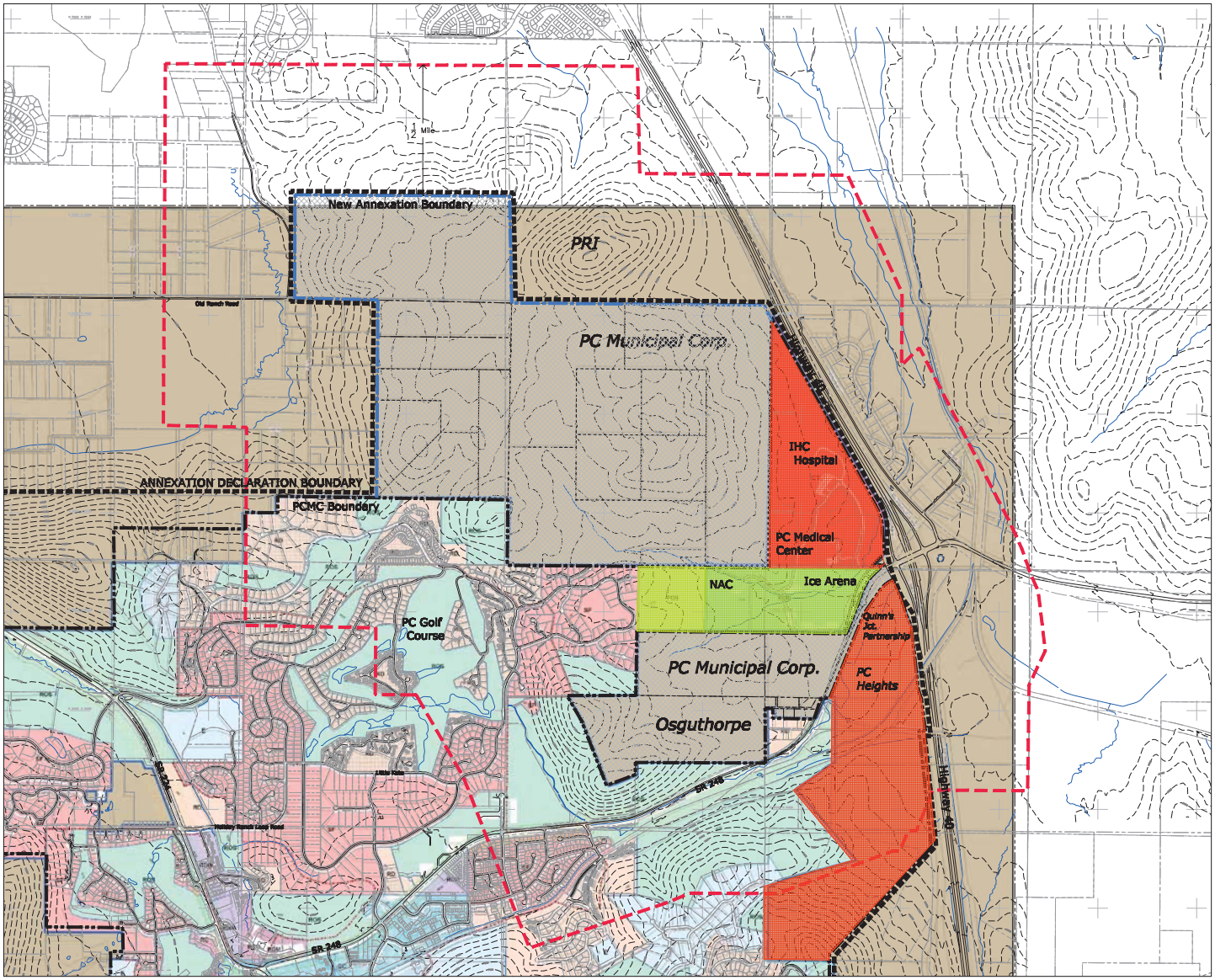


Prototypical vegetation patterns

Alliance Engineering Inc. (435) 649-9467 CONSULTING ENGINEERS LAND PLANNERS SURVEYORS 323 Main Street P.O. Box 2664 Park City, Utah 84060-2664	STAFF: STEVE SCHUELER DATE: 2/19/13	VIEWSHED CORRIDORS + SITE IMAGES ROUNDVALLEY ANNEXATION FOR: PCMC JOB NO.: 7-1-12 FILE: X:\Quinn'sJunction\Annex 2012\view corridors.dwg	SHEET 1 OF 1

EXHIBIT F





LEGEND

- Round Valley Annexation Boundary
- PCMC Annexation Declaration Boundary
- Existing PCMC Boundary
- 1/2 Mile Boundary

800' 0 800' 1600'

(435) 649-9467
Alliance Engineering Inc.
CONSULTING ENGINEERS LAND PLANNERS SURVEYORS
323 Main Street P.O. Box 2664 Park City, Utah 84060-2664

STAFF: STEVE SCHUELER

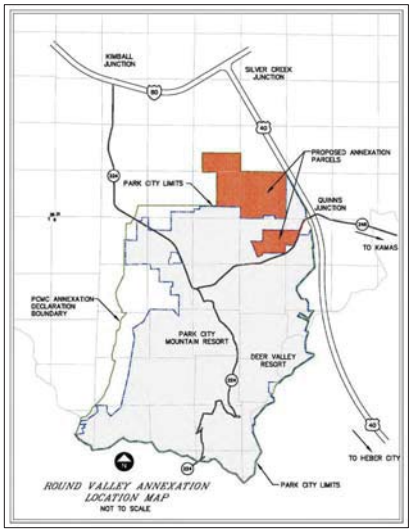
DATE: 6/16/13

ROUND VALLEY ANNEXATION PETITION
1/2 MILE PROPERTY LAND USE
PARK CITY MUNICIPAL CORPORATION

FOR: PCMC
JOB NO.: 7-1-12
FILE: X:\Quinn's Junction\dwg\Exhibits.dwg

SHEET 1 OF 1

EXHIBIT G



Slope Analysis

Color	Layer	Percent	Acres
	0-15%	55.0	752
	15-40%	44.0	602
	40+%	2.0	27
			1,368

Ridgelines

Prominent Ridges

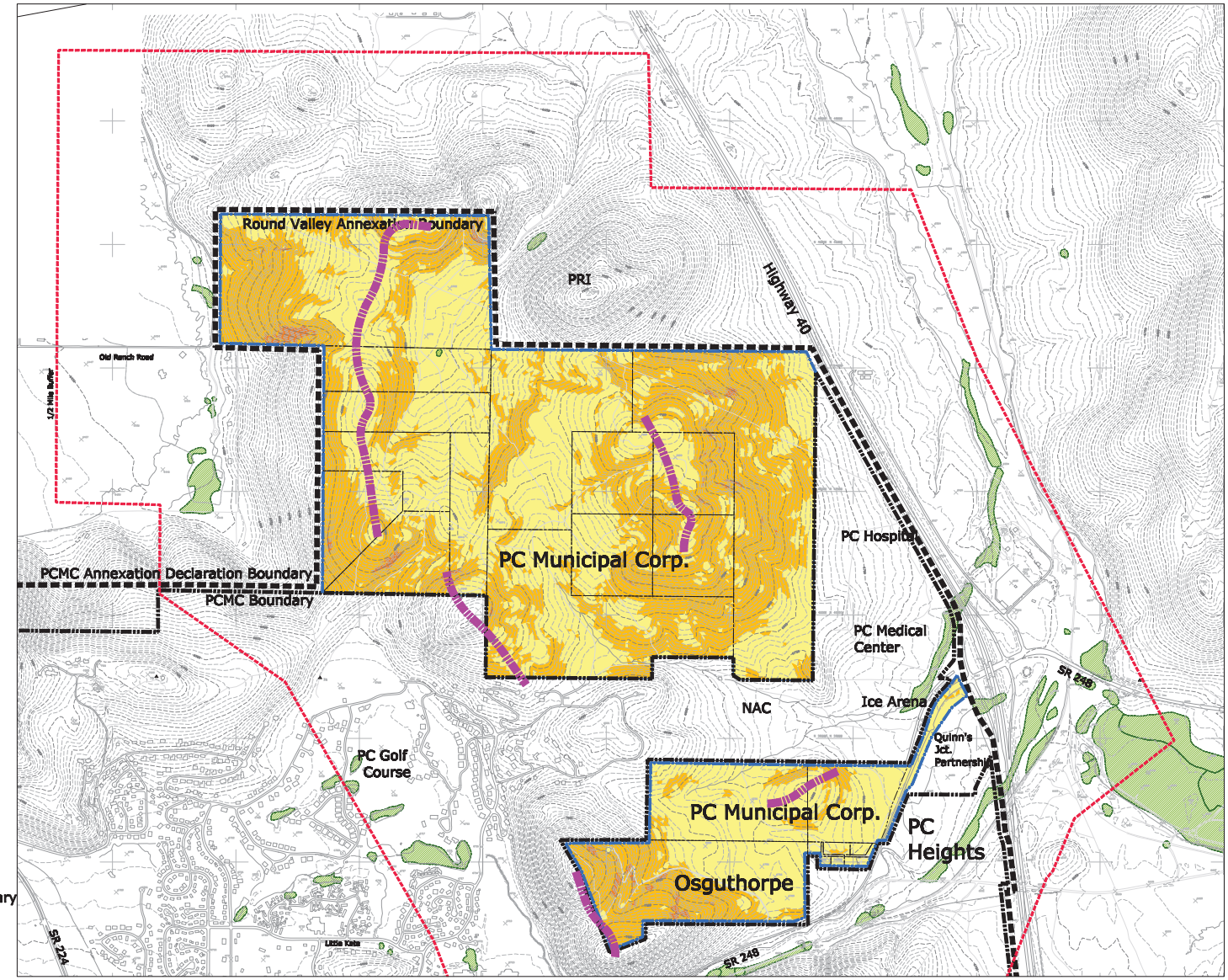
Wetlands*

Mapped Wetlands

Round Valley Annexation Boundary

PCMC Annexation Declaration Boundary

Existing PCMC Boundary



800' 0 800' 1600'

(435) 649-9467
Alliance Engineering Inc.
CONSULTING ENGINEERS LAND PLANNERS SURVEYORS
323 Main Street P.O. Box 2664 Park City, Utah 84060-2664

STAFF: STEVE SCHUELER

DATE: 6/16/13

ROUND VALLEY ANNEXATION PETITION
SENSITIVE LANDS ANALYSIS
PARK CITY MUNICIPAL CORPORATION

FOR: PCMC
JOB NO.: 7-1-12
FILE: X:\Quinn's Junction\dwg\Existing Conditions.dwg

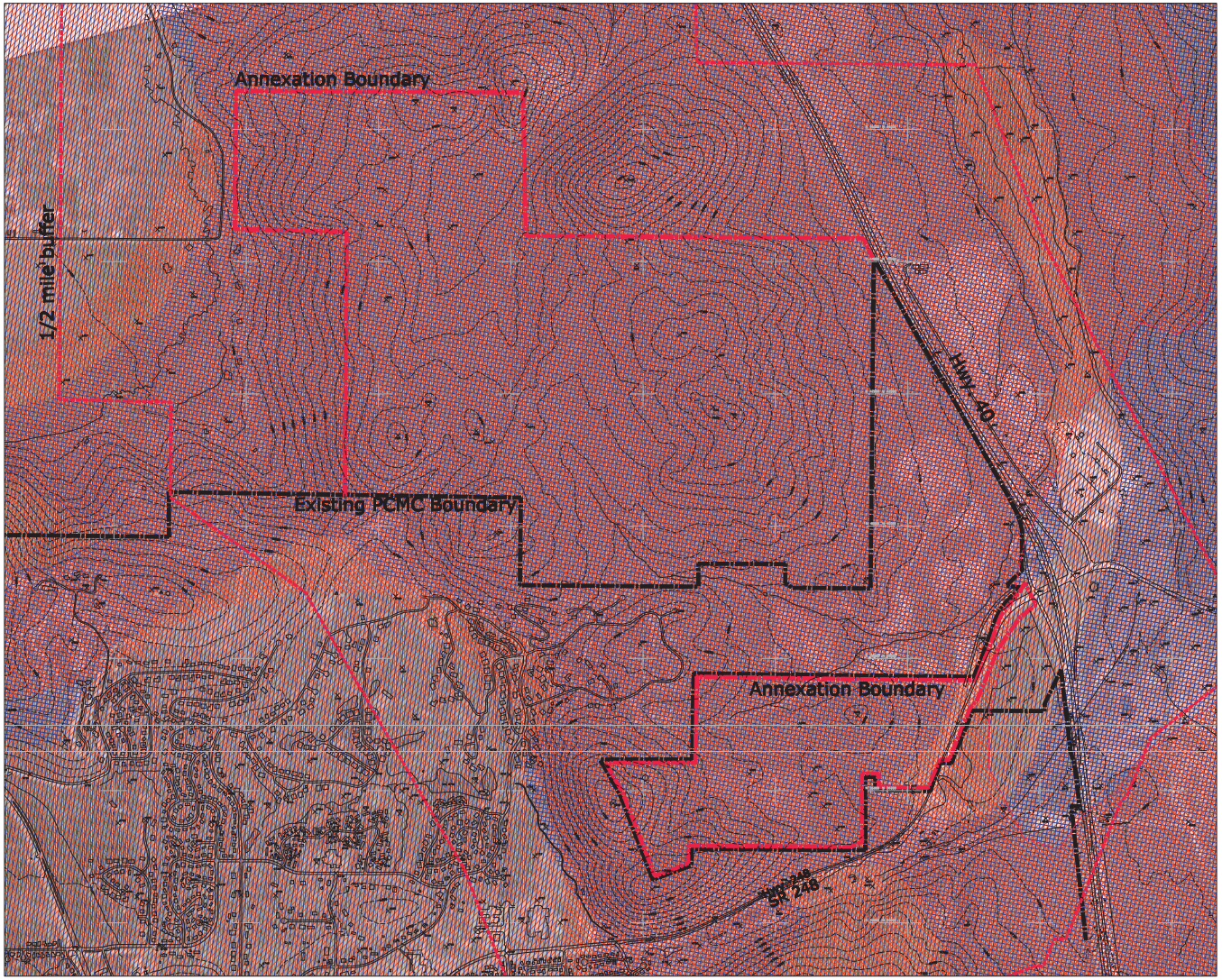
SHEET 1 OF 1

* Wetlands data provided by the State of Utah GIS website

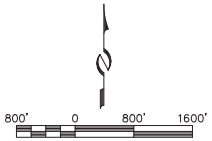
EXHIBIT H

Wildlife Habitat Legend*

- Mule Deer Habitat
- Black Bear Habitat
- Sage grouse-100% of project area
- Ruffed grouse
- Blue grouse

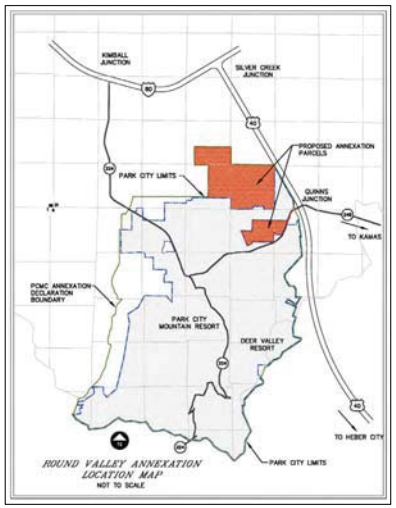


* Mapping data downloaded from the State of Utah GIS Portal website



(435) 649-9467 Alliance Engineering Inc. CONSULTING ENGINEERS LAND PLANNERS SURVEYORS 323 Main Street P.O. Box 2664 Park City, Utah 84060-2664	STAFF: STEVE SCHUELER DATE: 6/16/13	WILDLIFE HABITAT ROUND VALLEY ANNEXATION PARCEL FOR: PCMC JOB NO.: 7-1-12 FILE: X:\Quinns Junction\Annexation 2012\wildlife sheet.dwg	SHEET 1 OF 1

EXHIBIT I

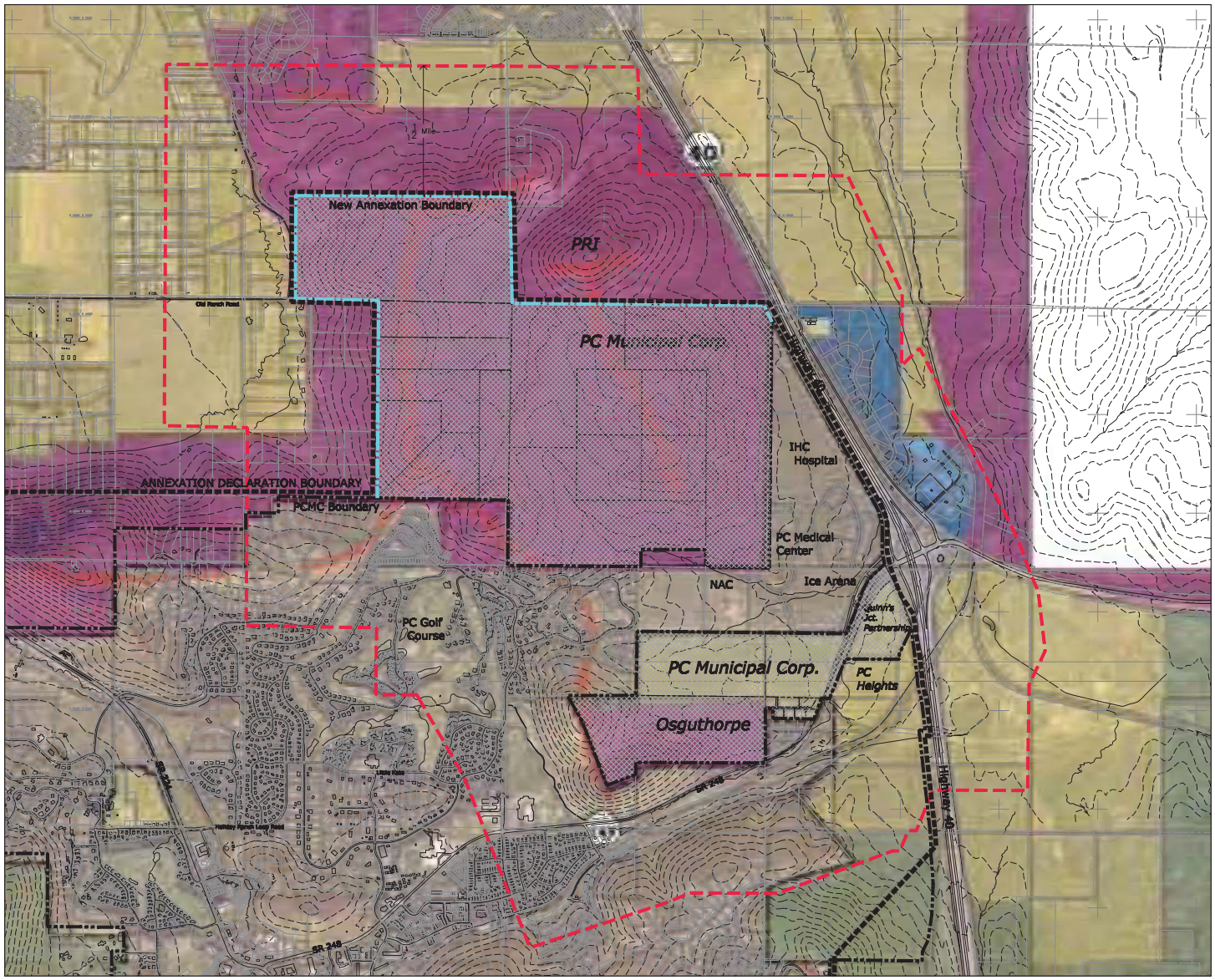


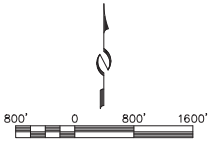
LEGEND

- Round Valley Annexation Boundary
- PCMC Annexation Declaration Boundary
- Existing PCMC Boundary
- 1/2 Mile Boundary

Legend

- Ridgelines
- Rural Residential (RR)
- Hillside Stewardship (HS)
- Mountain Remote (MR)
- Neighborhood Commercial (NC)
- Community Commercial (CC)
- Service Commercial (SC)
- Resort Center (RC)
- Town Center (TC)
- Park City Boundary





(435) 649-9467 Alliance Engineering Inc. CONSULTING ENGINEERS LAND PLANNERS SURVEYORS 323 Main Street P.O. Box 2664 Park City, Utah 84060-2664	STAFF: STEVE SCHUELER DATE: 2/18/13	ROUND VALLEY ANNEXATION PETITION EXISTING SUMMIT COUNTY ZONING PARK CITY MUNICIPAL CORPORATION FOR: PCMC JOB NO.: 7-1-12 FILE: X:\Quinn's Junction\dwg\Existing Conditions.dwg	SHEET 1 OF 1

Round Valley Annexation Petition

Introduction

Park City Municipal Corporation (PCMC) is petitioning to have the area generally known as Round Valley (RV), annexed into Park City. The bulk of the parcels contained within the proposed annexation area are either owned outright by PCMC or PCMC retains conservation easements or deed restrictions. The project is located in the Quinn's Junction area. See attached Existing Conditions map. The purpose of this report is to provide a review and analysis of the existing and proposed land uses associated with the annexation of the Round Valley property. The property exists within Park City's annexation declaration boundary, as shown on the attached Annexation Boundary Declaration exhibit. The annexation petition is consistent with the Purpose and General Requirements of Chapter 8-Annexation of the Park City Land Management Code. An Annexation Plat is attached.

Existing Conditions

The annexation area consists of properties within two larger parcels (North Parcel and South Parcel) which are separated from each other by properties within the boundaries of PCMC. Both of these parcels consist of lands purchased over 20 of years by PCMC specifically for open space protection and for use as a recreation amenity by residents and visitors (see Existing Conditions map) through taxpayer-funded Open Space bonds. The total area of the proposed annexation area is 1,367.16 acres. Existing natural conditions have been identified, in some cases mapped, and then subsequently analyzed to address the requirements of the Annexation Petition and are noted below.

The North parcel lands present as undeveloped open space with topography consisting of rolling hills surrounding a central valley (Round Valley). The lowest point of the valley area appears to contain a small jurisdictional wetlands habitat. Numerous trails used by hikers, bikers, and winter user's crisscross the Round Valley area.

The South parcel is similar in character to the North parcel. Topography consists of gently rolling terrain and flat fields. Most of this parcel exists as undeveloped open space with multi-use trails. A portion is farmed for hay, and several small parcels have been utilized for vehicle storage, road salt storage and related uses. Individual ownership parcels of the entire annexation area are found at the end of this document.

a. *Slopes:*

A slope analysis has been conducted with the following results:

Slopes 0 – 15%	55%
Slopes 15-40%	44%
Slopes 40%+	1%

See the attached slope analysis. Ridgelines have also been identified as part of this analysis.

b. *Wetlands and Hydrology:*

Wetlands in the annexation area, and surrounding lands, have been mapped by the Environmental Protection Agency as part of a nationwide wetlands inventory and the mapping, available in a digital format, was downloaded from the State of Utah GIS portal website for use in mapping wetlands. This mapping would not be considered to be detailed enough for a site-specific wetlands identification, but is useful in generally determining where wetlands are likely located. The digital mapping shows a very small wetland area in Round Valley itself. An on-site delineation will be required in the event that activities are proposed in this wetlands area. These mapped wetlands are shown on the Sensitive Lands Map.

c. *Vegetative Cover:*

Vegetation consists of mountain mahogany, shrub oak, sagebrush, mixed native grasses and various perennials. Invasive weed species are found throughout the parcel (See attached character image of the vegetation patterns).

d. *View Corridors:*

Important view corridors exist along Route 248 and 40 and comprise portions of the RV Annexation area. The parcels within the annexation area were purchased or controlled by PCMC, in part, to protect the visual character of the entry in Park City. Visually, the Round Valley Annexation area presents as undeveloped foothills between the State Route 40 corridor and the Snyderville Basin. See the attached Viewshed Analysis.

e. *Wildlife:*

Wildlife habitat information for important species has been downloaded and mapped from the State of Utah GIS Portal website. As shown on the wildlife mapping, black bear, blue grouse, sage grouse, ruffed grouse and mule deer habitat are found within the annexation area and on nearby open space lands.

Threatened and Endangered Species-As shown on the following table, Summit County animal and plant species has been listed as one or more of the following: Federally-listed or candidate species under the Endangered Species Act (S-ESA), Wildlife species of concern (SPC), and Species receiving special management under a Conservation Agreement in order to preclude the need for Federal listing (CS). The animals and plants listed below are found in Summit County or Wasatch Counties but are not be specific to the annexation parcels.

Table 1-Animal Species in Summit County of S-ESA, SPC, or CS Status		
Common Name	***Scientific Name***	***State Status***
Bald Eagle	Haliaeetus Leeucocephalus	S-ESA
Blue-Headed Sucker	Catostomus Discobolus	CS
Bobolink	Dolichonyx Oryzivorus	SPC
Bonneville Cutthroat Trout	Oncorhynchus Clarkii Utah	CS
Brown (Grizzly) Bear	Ursus Arctos	S-ESA
Canada Lynx	Lynx Canadensis	S-ESA
Colorado River Cutthroat Trout	Onchorhynchus Clark II pleuriticus	CS
Columbia Spotted Frog	Rana Luteiventris	CS
Deseret Mountain Snail	Oreohelix Peripherica	SPC
Greater Sage Grouse	Centrocercus Urophasianus	SPC
Leatherside Chub	Gila Copei	SPC
Lewis Woodpecker	Melanerpes Lewis	SPC
Long-billed Curlew	Numenius Americanus	SPC
Northern Goshawk	Accipiter Gentilis	CS
Smooth Greensnake	Opheodrys Vernalis	SPC
Three-Toed Woodpecker	Picoides Tridactylis	SPC
Western Pearlshell	Margaritifera Falcata	SPC
Western Toad	Bufo Boreas	SPC

An inquiry to the State of Utah, Division of Wildlife Resources, Department of Natural Resources (DWR) regarding any species of concern has been made. No species of concern have been identified by DWR as noted on the attached response.

f. *Cultural Resources:*

Historically, the annexation area has been, for the most part, undeveloped. There are no historic structures found on the annexation parcels in question. Historic land uses include agriculture, which has been an on-going activity on the Osguthorpe parcel for many years.

g. *Geological Features*

The RV annexation area contains no significant geological features identified in the State of Utah GIS databases including debris flows, fault lines, landslide areas, liquefaction areas and related phenomena. Several mapped small earthquake epicenters are found on the annexation area as are found throughout the greater Park City area. A review of the databases indicated no known geologic hazards. No known mine hazards were discovered in the area, per PCMC compliance with the mine hazard ordinance.

The annexation area is outside of the Park City's soils ordinance boundaries.

Existing and Proposed Streets and Roads

No new roads or streets are currently proposed as part of this annexation.

Existing Public and Proposed Utilities

Utility services exist along road R-O-W's which surrounds the annexation parcels. A (Chevron) natural gas main line passes through the North Parcel and the Lost Canyon Water Line passes through the South Parcel. Numerous easements for additional utility corridors, ROW's, access and other uses exist throughout the annexation area and are set forth in the title report. No new utilities are proposed as part of this annexation application.

Location of Proposed Open Space

See discussion of Existing and Proposed Land Uses.

Existing and Proposed Land Uses

Existing land uses in the annexation area, for the most part, are protected open space and passive recreational uses. Agriculture, as noted in the Cultural Resources section, exists and would likely continue in the event of an annexation. Several small parcels, adjacent to Hwy 248, have, historically been utilized for vehicle storage, and related light industrial uses. County zoning in the annexation area consists of "Hillside Stewardship," and "Rural Residential."

The RV annexation area provides a significant recreational amenity to the Park City community. In addition to approximately 30 miles of mixed-use trails in the annexation area, support facilities, outside of the annexation area, including parking lots and trailheads are located at Round Valley Way and Gillmor Way in Quinn's Junction, on Meadows Drive in Park Meadows, and on Old Ranch Road. Deed-restricted open space easements exist on approximately 600 acres of the North Parcel. See Conservation Easement exhibit.

As shown on the attached 1/2-Mile Analysis exhibit, for a ½ mile radius surrounding the RV annexation area, land uses consist of open space, residential uses, resort residential, commercial and light industrial uses. About 1/3 of all lands within ½ mile of the annexation parcels are PCMC incorporated lands and consist of various residential uses (Park Meadows and Prospector), the Park City Golf Course, National Ability Center, Park City Ice Arena, the IHC Hospital and related medical offices, along with undeveloped open space. Zoning consists of SF, POS, ROS, RD, and CT. See attached Zoning Map.

The remaining 2/3 of the lands within ½ mile are located in un-incorporated Summit County. Land uses include the Highway 40 ROW, a small industrial park (Zoned as "Neighborhood Commercial") on the

east side of Highway 40, low density residential in the Old Ranch Road area, portions of Richardson Flats, and other undeveloped parcels.

Proposed land uses would be consistent with historic and current uses including protected open space with associated recreational uses, agriculture, and light industrial uses. Proposed zoning is ROS and LI, with the FPZ (Frontage Protection Zone) overlay as shown on the attached proposed zone map.

Existing and Proposed Locations of Community Facilities

Existing community facilities in the annexation area consist of the aforementioned trail system and related recreation infrastructure. No community facilities, beyond what currently exists in Round Valley are anticipated as part of this annexation. The Weber Water Conservation District, with input from Park City Water Department and other entities, has analyzed future water demand. As a result of that analysis, a small reservoir or lake may be proposed on a portion of the annexation area with suitable topography. This use is consistent with the proposed ROS zone in which this water body would be proposed to be located. As noted on the Zoning Map, the LI zone within the annexation area could allow for uses, consistent with current community services, including road maintenance and storage facilities or new uses such as relocation of the recycling center.

Consistency with General Plan

The Round Valley Annexation area falls within Park City's Annexation Declaration Boundary and is consistent with objectives set forth in the current General Plan.

Anticipated Timetable for Development

No development is proposed as part of this annexation. Improvements and limited expansion of the trail system and trail system support infrastructure is anticipated on an as-needed basis.

Affordable Housing

No development is proposed as part of this annexation and so no affordable housing component is anticipated.

Public Utilities and Essential Services Analysis

a. This annexation does not propose any development which would increase the number of school-aged children to the Park City School District.
b. Capacity of sanitary sewer services-No increase in sanitary sewer services are proposed as part of this annexation.
c. Other Services-The annexation area abuts existing boundaries of Park City Municipal Corporation. It is surrounded by mixed land use development. Service routes exist for solid waste pick up (private contractor) which is currently afforded to adjacent property owners. All existing municipal and county services are afforded to the proposed annexation property by virtue of its location adjacent

to Park City Municipal Corporation boundaries and would require no change in the provision of these services as a result of this annexation.

d. Water disclosure statement: Known water rights associated with the proposed annexation area are limited to the Osguthorpe Parcel (SS-98-X) with 102 acre feet with an 1878 priority. The parcel was placed in a conservation easement in 2010, removing development rights and ensuring agricultural use of the property. Park City Municipal has a first right of refusal for purchase or lease of the property to ensure water associated with the parcel remains.

Fiscal Impact Analysis

The annexation is not anticipated to alter any existing or projected demographic or economic conditions in the Park City area (or in the annexation area itself) as there is no population or economic base within the annexation area. The area surrounding the annexation area consists of commercial development, undeveloped open space, UDOT rights of way and limited industrial/ commercial uses, as shown on the Existing Conditions map. Prior annexation agreements in the surrounding areas include the Park City Heights project (an unconstructed mixed residential project directly to the south of this annexation petition) and Quinn's Junction Partnership project (a proposed movie studio complex, to the southeast) as noted on the Existing Conditions map. To the east is State Route 40 and beyond that is an existing commercial/ industrial complex.

Projected revenue as a result of this annexation would be negligible as no revenue generating activities are proposed.

The projected impact to taxpayers as a result of this annexation would be unchanged from the current conditions. The bulk of the lands are already owned outright or development rights are retained subsequent to this annexation petition by PCMC. Park City municipal services are already afforded to the annexation area resulting from the existing recreational uses of the property.

Tax revenues generated from parcel ownership within the annexation area are minimal. All publicly held lands, including PCMC, The United States of America, and UDOT are tax-exempt. The Osguthorpe parcel pays property taxes, but at a very low rate, as a result of a prior agreement with PCMC to transfer the development rights and its status as a greenbelt property. Property tax revenues are not anticipated to increase as a result of this annexation as the proposed land uses would, largely, remain unchanged from current conditions.

Cost of government services, via open space management funds, to the annexation area consist of trail maintenance and expansion and associated infrastructure improvements, noxious weed control, and wildfire control and related management activities. Estimated costs are approximately $100,000 per annum. These costs are expected to remain, relatively, unchanged as a result of this annexation.

Parcel ownership and acreage are noted on the following table.

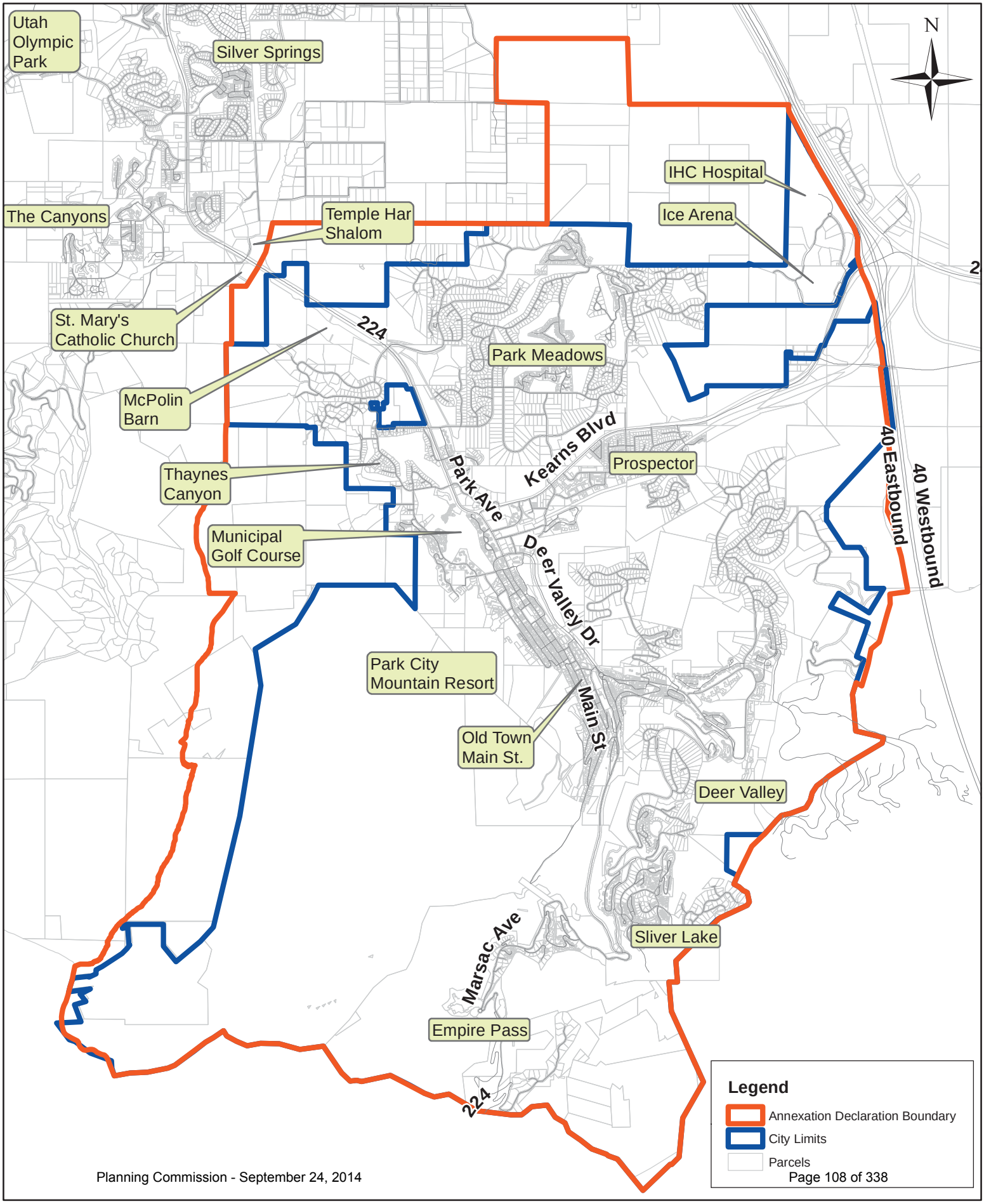
Property Ownership		
NORTH PARCEL	**Acres**	**Owner**
Section 27, T1S, R4E, SLB&M:		
Tax No. SS-57-A-X	368.01	PCMC
Tax No. SS-57-2-A-X	29.00	PCMC
Section 28, T1S, R4E, SLB&M:		
Tax No. SS-59-X	203.65	PCMC
Section 33, T1S, R4E, SLB&M:		
Tax No. SS-61-X	40.00	PCMC
Tax No. SS-61-C-X	40.00	PCMC
Tax No. SS-61-D-X	40.00	PCMC
Tax No. SS-61-E-X	40.00	PCMC
Tax No. SS-61-F-X	40.00	PCMC
Section 34, T1S, R4E, SLB&M:		
Tax No. SS-62-A-X	117.73	PCMC
Tax No. SS-62-B-X	40.00	PCMC
Tax No. SS-62-C-X	40.00	PCMC
Tax No. SS-62-D-X	40.00	PCMC
Tax No. SS-62-E-X	40.00	PCMC
Tax No. SS-62-G-X	209.62	PCMC
Tax No. SS-62-A-1-X	10.33	PCMC
Tax No. SS-62-A-1-A-X	143.66	PCMC
SOUTH PARCEL		
Section 2, T2S, R4E, SLB&M:		
Tax No. SS-92-A-X		USA
Tax No. SS-92-A-X-X	39.92	PCMC
Tax No 92-A-1-X	3.38	UDOT
Tax No. SS-95-A-X	2.00	UDOT
Tax No. SS-95-B-X	1.00	PCMC
Tax No. SS-95-C-X	0.06	UDOT
Tax No. SS-95-D-X	2.00	PCMC
Tax No. SS-95-E-X	1.00	PCMC
Tax No. SS-95-I-X	1.00	PCMC
Tax No. SS-95-N-X		
Tax No. SS-95-C-1-X	1.36	PCMC
Section 3, T2S, R4E, SLB&M:		
Tax No. SS-97-A-1-X	80.00	PCMC
Tax No. SS-98-X	121.05	Osguthorpe

Exhibits

Annexation Plat
Existing Conditions Map
Zoning Map
Conservation Easements Map
Annexation Declaration Map
Slope Map
View Corridors Exhibit
Wildlife Habitat Map
DWR Species response letter
Title Report
Half Mile Land Uses
Existing County Zoning

Park City Annexation Declaration Boundary

1 inch = 4,026 feet



Planning Commission - September 24, 2014

GARY R. HERBERT
Governor

GREGORY S. BELL
Lieutenant Governor

State of Utah

DEPARTMENT OF NATURAL RESOURCES

MICHAEL R. STYLER
Executive Director

Division of Wildlife Resources

JAMES F. KARPOWITZ
Division Director

September 12, 2012

Steve Schueler
Alliance Engineering
323 Main Street
Park City, UT 84060

Subject: Species of Concern Near the Park City Annexation Area, Summit County, Utah

Dear Steve Schueler:

I am writing in response to your email dated August 29, 2012 regarding information on species of special concern proximal to the proposed Park City Annexation Area located in Sections 27, 28, 33 and 34 of Township 1 South, Range 4 East, and Sections 2 and 3 of Township 2 South, Range 4 East, SLB&M, in Summit County, Utah.

The Utah Division of Wildlife Resources (UDWR) does not have records of occurrence for any threatened, endangered, or sensitive species within the project area noted above. However, within a two-mile radius there are recent records of occurrence for bobolink, Columbia spotted frog, greater sage-grouse, northern goshawk and short-eared owl, and historical records of occurrence for ferruginous hawk, long-billed curlew and western toad. All of the aforementioned species are included on the *Utah Sensitive Species List*.

The information provided in this letter is based on data existing in the Utah Division of Wildlife Resources' central database at the time of the request. It should not be regarded as a final statement on the occurrence of any species on or near the designated site, nor should it be considered a substitute for on-the-ground biological surveys. Moreover, because the Utah Division of Wildlife Resources' central database is continually updated, and because data requests are evaluated for the specific type of proposed action, any given response is only appropriate for its respective request.

In addition to the information you requested, other significant wildlife values might also be present on the designated site. Please contact UDWR's habitat manager for the central region, Mark Farmer, at (801) 491-5653 if you have any questions.

Please contact our office at (801) 538-4759 if you require further assistance.

Sincerely,

Sarah Lindsey

Sarah Lindsey
Information Manager
Utah Natural Heritage Program

cc: Mark Farmer

1594 West North Temple, Suite 2110, PO Box 146301, Salt Lake City, UT 84114-6301
telephone (801) 538-4700 • facsimile (801) 538-4709 • TTY (801) 538-7458 • *www.wildlife.utah.gov*

TITLE 15 - LAND MANAGEMENT CODE (LMC)
CHAPTER 2.7 - RECREATION AND OPEN SPACE (ROS) DISTRICT

Chapter adopted by Ordinance No. 00-15

15-2.7-1. PURPOSE.

The purpose of the Recreation and Open Space (ROS) District is to:

(A) establish and preserve districts for land uses requiring substantial Areas of open land covered with vegetation and substantially free from Structures, Streets and Parking Lots,

(B) permit recreational Uses and preserve recreational Open Space land,

(C) encourage parks, golf courses, trails and other Compatible public or private recreational Uses, and

(D) preserve and enhance environmentally sensitive lands, such as wetlands, Steep Slopes, ridge lines, meadows, stream corridors, and forests.

(E) encourage sustainability, conservation, and renewable energy.

(Amended by Ord. No. 09-10)

15-2.7-2. USES.

Uses in the ROS District are limited to the following:

(A) **ALLOWED USES**.

(1) Conservation Activity

(B) **ADMINISTRATIVE CONDITIONAL USES**.[1]

(1) Trail and Trailhead Improvement
(2) Outdoor Recreation Equipment
(3) Essential Municipal Public Utility Use, Service, or Structure, less than 600 sq. ft.
(4) Accessory Building, less than 600 sq. ft.
(5) Ski-related Accessory Building, less than 600 sq. ft.
(6) Parking Area or Structure with four (4) or fewer spaces

[1]Subject to an Administrative Conditional Use permit and/or Master Festival license review process. Master Festivals are temporary in nature. All related temporary Structures are restricted to specific time frames and shall be removed at the expiration of the Master Festival permit.

(7) Outdoor Event, Outdoor
(8) Temporary Construction Improvement
(9) Raising, grazing of horses
(10) Raising, grazing of livestock
(11) Anemometer and Anemometer Towers

(C) **CONDITIONAL USES**.

(1) Agriculture
(2) Recreational Outdoor and Trail Lighting
(3) Recreation Facility, Private
(4) Recreation Facility, Public
(5) Recreation Facility, Commercial
(6) Golf Course
(7) Passenger Tramway Station and Ski Base Facility
(8) Ski Tow Rope, Ski Lift, Ski Run and Ski Bridge
(9) Recreational Sports Field
(10) Skating Rink
(11) Skateboard Park
(12) Public and Quasi-Public Institution, Church, and School, Park, Plaza, Structure for Public Assembly, greater than 600 sq. ft.
(13) Essential Municipal Public Utility Use, Facility, Service, and Structure, greater than 600 sq. ft.
(14) Accessory Building, greater than 600 sq. ft.
(15) Ski-Related Accessory Building, greater than 600 sq. ft.
(16) Child Care Center
(17) Commercial Stable, Riding Academy Music
(18) Vehicle Control Gates[2]
(19) Resort Support, Commercial
(20) Cemetery
(21) Parking Area or Structure with five (5) or more spaces
(22) Telecommunications Antenna[3]
(23) Mines and Mine Exploration
(24) Plant and Nursery stock products and sales
(25) Fences greater than six feet (6') in height from Final Grade.
(26) Small Wind Energy Systems

(D) **PROHIBITED USES**. Any use not listed above as an Allowed or Conditional Use is a prohibited Use.

(Amended by Ord. Nos. 04-08; 09-10)

15-2.7-3. LOT AND SITE REQUIREMENTS.

All Structures must be no less than twenty-five feet (25') from the boundary line of the Lot, district or public Right-of-Way.

(A) **FRONT, SIDE, AND REAR YARD EXCEPTIONS**. Fences, walls, stairs, paths, trails, sidewalks, patios, driveways, Ancillary Structures, approved Parking Areas, and Screened mechanical and utility equipment are allowed as

[2]See Section 15-4-19 for specific review criteria for gates

[3]Subject to LMC Chapter 15-4-14, Telecommunications

TITLE 15 - LAND MANAGEMENT CODE (LMC)
CHAPTER 2.8 - PROTECTED OPEN SPACE (POS) DISTRICT

Chapter adopted by Ordinance No. 00-15

15-2.8-1. PURPOSE.

The purpose of the Protected Open Space (POS) District is to:

(A) promote useable, public, non-improved, non-commercial, connected and contiguous Open Space for community benefit,

(B) promote open lands that remain fundamentally undisturbed,

(C) prohibit construction on ridge lines and Steep Slopes, or in wetlands, watersheds, and view sheds,

(D) promote the preservation of Historic Sites,

(E) preserve the vegetation and habitat of natural Areas,

(F) provide incentives to protect Open Space and conservation resources through voluntary conservation easements and/or deed restrictions, and

(G) provide for careful review of low-intensity recreational Uses and environmentally-sensitive, non-motorized trails.

15-2.8-2. USES.

Uses in the POS District are limited to the following:

(A) **ALLOWED USES**.

(1) Conservation Activity

(B) **ADMINISTRATIVE CONDITIONAL USE PERMIT (CUP)**.

(1) Parking Area or Structure for four (4) or fewer spaces.
(2) Fences greater than six feet (6') in height from existing Grade.

(C) **CONDITIONAL USES**.

(1) Trail and Trailhead Improvement
(2) Essential Municipal Public Utility Use, Service, or Structure
(3) Accessory Building, less than 600 sq. ft.
(4) Ski-related Accessory Building, less than 600 sq. ft.

(5) Parking Area or Structure, for five (5) or more spaces
(6) Recreation Facility, Public
(7) Mines and Mine Exploration
(8) Ski Tow Rope, Ski Lift, Ski Run, Ski Bridge[1]

(D) **PROHIBITED USES**. Any Use not listed above as an Allowed or Conditional Use is a prohibited Use.

(Amended by Ord. No. 06-69)

15-2.8-3. LOT AND SITE REQUIREMENTS.

All Structures must be no less than twenty-five feet (25') from the boundary line of the Lot, district or public Right-of-Way.

(A) **FRONT, SIDE, AND REAR YARD EXCEPTIONS**. Fences, walls, stairs, paths, trails, sidewalks, at Grade patios, driveways, Ancillary Structures, approved Parking Areas and Screened mechanical and utility equipment are allowed in the Front, Side, and Rear Yards.

(Amended by Ord. No. 09-10)

15-2.8-4. BUILDING HEIGHT.

No Structure may be erected to a height greater than twenty-eight feet (28') from existing Grade. This is the Zone Height.

[1]Subject to a City approved Ski Area Master Planned Development and LMC Section 15-4-18.

(A) **BUILDING HEIGHT EXCEPTIONS**. The following height exceptions apply:

(1) Gable, hip, and similar pitched roofs may extend up to five feet (5') above the Zone Height, if the roof pitch is 4:12 or greater.

(2) Antennas, chimneys, flues, vents and similar Structures may extend up to five feet (5') above the highest point of the Building to comply with the International Building Code (IBC) requirements.

(3) Water towers, mechanical equipment, and associated Screening, when enclosed or Screened may extend up to five feet (5') above the height of the Building.

(Amended by Ord. Nos. 06-69; 07-25)

15-2.8-5. ARCHITECTURAL REVIEW.

Prior to the issuance of a Building Permit for any Conditional or Allowed Use, the Planning Department shall review the proposed plans for compliance with the Architectural Design Guidelines, LMC Chapter 15-5.

Appeals of departmental actions on architectural compliance are heard by the Planning Commission.

(Amended by Ord. No. 06-69)

15-2.8-6. VEGETATION PROTECTION.

TITLE 15 - LAND MANAGEMENT CODE (LMC)
CHAPTER 2.19 - LIGHT INDUSTRIAL (LI) DISTRICT

Chapter adopted by Ordinance No. 00-51

15-2.19-1. PURPOSE.

The purpose of the Light Industrial (LI) District is to:

(A) allow light industrial and manufacturing Uses that will not create traffic hazard, noise, dust, fumes, odors, smoke, vapor, vibration, glare, or industrial waste disposal problems,

(B) allow Conditional Uses to mitigate potential impacts,

(C) accommodate complementary and supporting Uses such as parking, child care, retail, offices, group care, and recreation facilities, and

(D) allow new light industrial Development that is Compatible with and contributes to the distinctive character of Park City, through Building materials, architectural design and details, color range, massing, lighting, landscaping, and the relationship to Streets and pedestrian ways.

15-2.19-2. USES.

Uses in the LI District are limited to the following:

(A) **ALLOWED USES**.

(1) Secondary Living Quarters
(2) Accessory Apartment[1]
(3) Nightly Rental
(4) Home Occupation
(5) Child Care, In-Home Babysitting[2]
(6) Child Care, Family[2]
(7) Child Care, Family Group[2]
(8) Child Care Center[2]
(9) Agriculture
(10) Plant and Nursery Stock
(11) Office, General
(12) Office, Moderate Intensive
(13) Office, Intensive
(14) Financial Institution without drive-up window
(15) Retail and Service Commercial, Minor

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[1]See LMC Chapter 15-4, Supplemental Regulations for Accessory Apartments

[2]See LMC Chapter 15-4-9 Child Care Regulations

(16) Retail and Service Commercial, Personal Improvement
(17) Retail and Service Commercial, Major
(18) Commercial, Resort Support
(19) Hospital, Limited Care
(20) Parking Area or Structure with four (4) or fewer spaces
(21) Recreation Facility, Private

(B) **CONDITIONAL USES**.

(1) Multi-Unit Dwelling
(2) Group Care Facility
(3) Child Care Center[2]
(4) Public and Quasi-Public Institution, Church, and School
(5) Essential Municipal Public Utility Use, Facility, Service, and Structure
(6) Telecommunication Antenna[3]
(7) Satellite Dish Antenna, greater than thirty-nine inches (39") in diameter[4]
(8) Accessory Building and Use
(9) Raising, grazing of horses
(10) Bed and Breakfast Inn
(11) Boarding House, Hostel
(12) Hotel, Minor
(13) Private Residence Club Project and Conversion[6]
(14) Office and Clinic, Medical
(15) Financial Institutions with Drive-Up Window[5]
(16) Retail and Service Commercial with Outdoor Storage
(17) Retail and Service Commercial, Auto-Related
(18) Transportation Services
(19) Retail Drive-Up Window[5]
(20) Gasoline Service Station
(21) Café or Deli
(22) Restaurant, General
(23) Restaurant, Outdoor Dining
(24) Restaurant, Drive-Up Window[5]
(25) Outdoor Event[6]
(26) Bar
(27) Hospital, General
(28) Light Industrial Manufacturing and Assembly Facility
(29) Parking Area or Structure with five (5) or more spaces
(30) Temporary Improvement[6]
(31) Passenger Tramway Station and Ski Base Facility
(32) Ski Tow Rope, Ski Lift, Ski Run, and Ski Bridge
(33) Recreation Facility, Public
(34) Recreation Facility, Commercial
(35) Entertainment Facility, Indoor
(36) Commercial Stables, Riding Academy

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[3]See LMC Chapter 15-4-14, Supplemental Regulations for Telecommunication Facilities

[4]See LMC Chapter 15-4-13, Supplemental Regulations for Satellite Receiving Antennas

[5]See Section 2.19-8 for Drive-Up Window review criteria

[6]Subject to an administrative Conditional Use permit.

(37) Master Planned Developments[7]
(38) Heliports
(39) Commercial Parking Lot or Structure
(40) Temporary Sales Office, in conjunction with an active Building permit.
(41) Fences and Walls greater than six feet (6') in height from Final Grade[6]

(C) **PROHIBITED USES**. Any Use not listed above as an Allowed or Conditional Use is a prohibited Use.

(Amended by Ord. Nos. 04-39; 06-76)

15-2.19-3. COMMUNITY REQUIREMENTS.

Applicants must demonstrate the following:

(A) The Industrial Use will not create glare, heat, odor, dust, smoke, noise, or physical vibrations perceptible outside of the Building.

(B) Open yards used for storage or parking may not adjoin any public Right-of-Way and must be fully Screened from public Rights-of-Way and adjoining Properties.

(C) Underground Utilities are provided.

15-2.19-4. REVIEW CRITERIA FOR RESIDENTIAL USES.

A landscaped buffer Area is required to separate Residential Uses from existing or potential industrial Uses. This buffer Area must be a minimum of fifty feet (50') wide to provide adequate Screening, buffering, and separation of these Uses. The fifty foot (50') requirement may be divided between two adjoining Properties. In the case where one Property is already Developed, the adjoining Property must provide a buffer Area sufficient to meet the fifty foot (50') requirement. A detailed landscape plan must be submitted by the Applicant and approved by the Planning Commission and Staff prior to Conditional Use approval. The landscape plan must demonstrate that the fifty foot (50') buffer Area effectively Screens and buffers the existing and future Residential Uses from existing or future industrial Uses. In some cases additional Off-Site landscaping may be necessary to adequately mitigate impacts of these incompatible Uses.

15-2.19-5. LOT AND SITE REQUIREMENTS.

Except as may otherwise be provided in this Code, no Building permit shall be issued for a Lot unless such Lot has the Area, width, and depth as required, and Frontage on a Street shown as private or Public Street on the Streets Master Plan, or on a private easement connecting the Lot to a Street shown on the Streets Master Plan.

Minimum Lot and Site requirements are as follows:

[7]Subject to provisions of LMC Chapter 15-6, Master Planned Development.

PARK CITY MUNICIPAL CODE
TABLE OF CONTENTS
TITLE 15 LAND MANAGEMENT CODE - CHAPTER 2.23

TITLE 15 - LAND MANAGEMENT CODE

CHAPTER 2.23. - COMMUNITY TRANSITION (CT) DISTRICT

15-2.23-1. PURPOSE. 1
15-2.23-2. USES 2
15-2.23-3. LOT AND SIZE REQUIREMENTS. 2
15-2.23-4. DENSITY 3
15-2.23-5. MAXIMUM BUILDING HEIGHT 6
15-2.23-6. ARCHITECTURAL REVIEW 7
15-2.23-7. PARKING REGULATIONS 7
15-2.23-8. MECHANICAL SERVICE 7
15-2.23-9. ACCESS, SERVICE AND DELIVERY 7
15-2.23-10. GOODS AND USES TO BE WITHIN ENCLOSED BUILDING..7
15-2.23-11. ANEMOMETERS AND ANEMOMETER TOWERS 9
15-2.23-12. SMALL WIND ENERGY SYSTEMS 10
15-2.23-13. VEGETATION PROTECTION 12
15-2.23-14. CRITERIA FOR RAISING AND GRAZING OF HORSES 12
15-2.23-15. SIGNS 12
15-2.23-16. RELATED PROVISIONS 12

PARK CITY MUNICIPAL CODE
TABLE OF CONTENTS
TITLE 15 LAND MANAGEMENT CODE - CHAPTER 2.20

TITLE 15 - LAND MANAGEMENT CODE

CHAPTER 2.20 - FRONTAGE PROTECTION ZONE (FPZ)

15-2.20-1. PURPOSE. 1
15-2.20-2. FRONTAGE PROTECTION OVERLAY ZONE. 1
15-2.20-3. USES. 1
15-2.20-4. LOT AND SITE REQUIREMENTS 2
15-2.20-5. ENTRY CORRIDOR PROTECTION OVERLAY (ECPO) 3

TITLE 15 - LAND MANAGEMENT CODE (LMC)
CHAPTER 2.20 - FRONTAGE PROTECTION ZONE (FPZ)

Chapter adopted by Ordinance No. 00-51

15-2.20-1. PURPOSE.

The purpose of the Frontage Protection Zone (FPZ) is to:

(A) preserve Park City's scenic view corridors,

(B) preserve and enhance the rural resort character of Park City's entry corridor,

(C) provide a significant landscaped buffer between Development and highway Uses,

(D) minimize curb cuts, driveways and Access points to highways,

(E) allow for future pedestrian and vehicular improvements along the highway corridors.

15-2.20-2. FRONTAGE PROTECTION OVERLAY ZONE.

The Frontage Protection Zone (FPZ) is an overlay zone, as shown on the Official Zoning Map. The FPZ includes those Properties with frontage on, and within one hundred feet (100') of the Right-of Way line of the following Streets:

(A) Park Avenue, SR 224, from 15th Street north to the City Limits,

(B) Marsac Avenue, SR 224, from its upper intersection with Prospect Avenue to the south City limits,

(C) Kearns Boulevard, SR 248, from Park Avenue east to the east City limits, and

(D) Deer Valley Drive from Park Avenue to Heber Avenue, the SR 224 Belt Route.

15-2.20-3. USES.

All Uses, including Allowed and Conditional Uses, must be consistent with the underlying Zoning District. Any Structure or Use within the FPZ is also subject to specific review criteria, including Conditional Use permit review, as stated in this section, and Entry Corridor Protection criteria as stated in Sections 15-2.20-4 and 15-2.20-5.

15-2.20-4. LOT AND SITE REQUIREMENTS.

Lot and Site Requirements and Building Heights for all Development Activities and uses within the Frontage Protection Zone must be consistent with the underlying Zoning District and are subject to the following additional requirements:

(A) Regardless of the zone Setback and Yard requirements, except as otherwise provided herein, no Structure shall be allowed within thirty feet (30') of the nearest highway Right-of-Way. An exception to this requirement shall be granted for two (2) municipal identification signs, one within the Utah State Highway 224 entry corridor, and the other within the Utah State Highway 248 entry corridor, provided that Park City Municipal Corporation is the Applicant and subject to approval pursuant to Municipal Code Section 12-9-1(L).

(B) All Construction Activity, including permanent signs, in the Setback Area between thirty feet (30') and one hundred feet (100') from the nearest Right-of-Way line requires a Conditional Use permit and is subject to all applicable review criteria as stated in Section 15-1-10. Review of projects within the FPZ shall include design review criteria as stated in LMC Chapter 15-5.

(C) **EXCEPTIONS**. Minor remodels and facade improvements for existing Structures within the FPZ, including free standing signs shall require an Administrative Permit with approval by the Planning, Engineering, and Building Departments. Construction of at Grade sidewalks, trails, public plazas, and temporary signs in the FPZ Setback Area requires an Administrative Permit with approval by the Planning, Engineering, and Building Departments.

(D) Essential public facilities such as bus shelters, bus lanes, highways, directional signs, and utility installations within the FPZ may require an administrative Conditional Use permit with approval by the Planning, Engineering, and Building Departments.

(E) To minimize curb cuts, driveways, and Access to Park City's primary highways and Streets, Access to Property in the FPZ shall be from existing City Streets when possible, rather than direct highway Access. Common driveways between adjoining projects shall be used when possible. Driveways must be placed where they create the least interference with through traffic on highways.

(F) The Planning Department shall review all proposals for pedestrian and bicycling pathways and trails through the FPZ. Trails and sidewalks may occupy Setback Areas. Open Space, preservation of view corridors, protection and enhancement of Sensitive Lands such as wetlands and meadows, and buffer Areas shall be considered in the review.

All Fences in the FPZ must be one of the following styles:

(1) Wooden rail,

(2) Architecturally Compatible solid wood and natural stone,

(3) Stock Fences,

(4) Various forms of steel Fencing as determined and approved by the Planning Department, not including chain link Fencing.

(Amended by Ord. Nos. 01-25; 06-76; 09-10)

15-2.20-5. ENTRY CORRIDOR PROTECTION OVERLAY (ECPO).

(A) **INTENT**. To maintain the visual character of Park City as a mountain community with sweeping, attractive vistas, all Development within the designated entry corridors into Park City shall comply with the requirements of this section. The Entry Corridor Protection Overlay (ECPO) is a sub-zone within the FPZ.

(B) **APPLICABILITY TO PROPERTY WITHIN EXISTING PARK CITY LIMITS**. The regulations contained in this sub-zone shall apply to all Structures on Lots adjacent to or within two hundred and fifty feet (250') of the nearest Right-of-Way of entry corridor highways within existing Park City limits including:

(1) Utah State Highway 224 north of Holiday Ranch Loop Road and Payday Drive,

(2) Utah State Highway 224 south of Prospect Street, and

(3) Utah Highway 248 east of Wyatt Earp Way.

(C) **APPLICABILITY TO FUTURE ANNEXED PROPERTIES**. Upon submission of an annexation petition, the Planning Department shall identify relevant entry corridors for designation by the City Council. Open vistas and meadows shall be identified and maintained to the maximum extent feasible.

(D) **ACCESS/TRAFFIC**. Access points and driveways connecting directly to the entry corridor roadways shall be minimized. Access shall be from existing City Streets that join with the corridor roadways rather than direct roadway Access. Common driveways between adjoining Properties shall be encouraged. Whenever direct driveway Access is necessary, it shall be located in such a manner to minimize interference with through traffic on the corridor roadway.

(E) **SETBACKS**.

(1) A Setback in the Entry Corridor Protection Overlay shall be established by the Planning Department based upon a visual assessment of the Property. However, in no case shall the Setback be less than one hundred feet (100') from the nearest entry roadway Right-of-Way. In Areas where open meadow vistas are considered important, the required Setback may be increased significantly. The one hundred foot (100') standard is intended to be

more appropriate for Properties currently within the City limits. Upon annexation request, the appropriate Setback will be determined based upon a Site specific visual analysis.

(2) Building Setbacks in the Entry Corridor Protection Overlay shall vary from Structure to Structure with any one Lot or Development. Setbacks shall also vary from those on adjoining roadway-oriented Property to avoid creating a walled effect. Buildings shall be located in such a manner to enhance and frame important views as determined in the visual assessment.

(3) Agricultural or stock Fences shall be allowed in the Setback subject to approval by the Planning Department. See Fencing, Section 15-2.20-5(H).

(F) **PARKING LOTS**. Parking Lots must be located to the rear or sides of Buildings to the maximum extent feasible.

(G) **BERMS/EARTHWORK SCREENING**. All earthen berms and earthwork Screening must be Graded and planted in such a manner so as to permit views of primary uses on the Site from the adjacent entry corridor roadway. Additionally, berm crests shall be contoured and varied in height to avoid a straight-line barrier effect.

(H) **FENCING**. All Fences in the ECPO must be of one of the following styles:

(1) Wooden rail,

(2) Architecturally Compatible solid wood and natural stone,

(3) Stock Fences,

(4) Various forms of steel Fencing as determined by the Planning Department, not including chain link Fencing.

(I) **BUILDING HEIGHT**. No Building within the ECPO shall exceed the following height limits, as defined in Chapter 15 of this Title:

(1) Twenty feet (20') if the entry corridor Setback is less than one hundred fifty feet (150').

(2) Twenty-five feet (25') if the entry corridor Setback is greater than one hundred fifty feet (150') but less than two hundred feet (200').

(3) Up to the maximum height allowed by the underlying zone if the Setback is two hundred feet (200') or greater.

In addition, Buildings may be required to be stepped back to preserve and enhance important views.

(J) **PEDESTRIAN FACILITIES**. Trails and sidewalks shall be provided in all ECPO Developments in accordance with the

Park City Trails Master Plan. Trails and sidewalks may occupy Setback Areas.

(K) **LANDSCAPING/VEGETATION PROTECTION**. A landscaping plan shall be required for all ECPO Developments, and all Significant Vegetation protection shall be undertaken pursuant to LMC Chapter 15-5.

(L) **DESIGN STANDARDS**. All Development within the ECPO shall comply with the design standards contained in LMC Chapter 15-5.

(M) **TRAILHEAD PARKING**. Trailhead parking of less than twenty-five (25) spaces is allowed within the Setback Area but at least thirty feet (30') outside of the UDOT Right-of-Way. Parking must be adequately Screened with berms and/or landscaping to a height of at least three feet (3') above the surface of the Lot unless said landscaping/berming is discouraged by UDOT for sight/safety reasons. Vehicular Access to trailhead parking Lots is to be by City Streets if possible or by permission of UDOT if from a State Highway. Any Structure, way finding sign or Use is subject to the Conditional Use permit review.

(N) **OUTDOOR DISPLAY OF ART**. The permanent installation of an outdoor display of art that requires a fixed, impervious location on or above the ground (a Structure) is allowed as an administrative Conditional Use within the Setback Area but at least thirty feet (30') outside of the Utah Department of Transportation (UDOT) Right-of-Way. Outdoor displays of art are subject to the provisions of Title 15-4-15.

(O) **PUBLIC PARK FACILITIES**.

(1) The permanent installation of outdoor recreational equipment that requires a fixed, impervious location on or above the ground (a Structure) is allowed as an administrative Conditional Use within the Setback Area but at least thirty feet (30') outside of the Utah Department of Transportation (UDOT) Right-of-Way.

(B) Public park Accessory Buildings less than eighteen feet (18') in height and six hundred square feet (600 sq. ft.) in size are allowed as a Conditional Use within the Setback Area but at least thirty feet (30') outside of the Utah Department of Transportation (UDOT) Right-of-Way.

(Amended by Ord. Nos. 04-17; 04-31; 06-76)

EXHIBIT L

PARK CITY MUNICIPAL CORPORATION
PLANNING COMMISSION MEETING MINUTES
COUNCIL CHAMBERS
MARSAC MUNICIPAL BUILDING
FEBRUARY 26, 2014

COMMISSIONERS IN ATTENDANCE:

Chair Nann Worel, Preston Campbell, Steve Joyce, John Phillips, Adam Strachan, Clay Stuard

EX OFFICIO:

Planning Director, Thomas Eddington; Kirsten Whetstone, Planner; Francisco Astorga, Planner; Anya Grahn, Planner; Polly Samuels McLean, Assistant City Attorney
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REGULAR MEETING

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3. <u>Round Valley Park City Annexation – Annexation of 1,368 acres located in Sections 28, 33, 34 and 35 T1SR43 and Sections 2 and 3, T2SR4E east of US40 and north of SR248 requested zoning is ROS, Recreation Open Space (1,363 acres) and LI, Limited Industrial (5 acres.)</u> (Application PL-13-01893)

Planner Kirsten Whetstone reviewed the request for annexation and zoning for the Round Valley Park City Annexation and Zoning petition, to annex 1,368 acres. The petition is Park City Municipal and the request is for the Recreational Open Space Zoning (ROS). The petition also requests Light Industrial Zoning (LI) for approximately 5 acres. Planner Whetstone presented a color coded area map. The purple showed the annexation lands with deed restrictions. The green represented annexation lands with conservation easements. She indicated that area requested to be zoned LI, which were border parcels off of SR248.

Planner Whetstone explained that annexations require legislative action. The Planning Commission makes a recommendation to the City Council on both the annexation and the zoning. The City Council takes the recommendation into consideration and also conducts their own review before taking final action on the annexation.

Planner Whetstone noted that this was the initial public hearing on the proposed annexation. She stated that after the petition was submitted there was a question on whether a specific parcel would be part of the annexation. After some discussion the owners decided not to come in with the City and that delayed the process. Planner

Whetstone remarked that the City Council accepted the petition in 2013 and the Annexation Petition was certified by the City Clerk. Notices were sent to the Affected Entities informing them that Park City was entertaining an annexation petition. The process requires a 30 day protest period and it must be noticed in the newspaper for three consecutive weeks. No protests were filed with Summit County. The public hearings can now move forward beginning with the Planning Commission.

Planner Whetstone stated that the agenda requests that the Planning Commission continue this item to March 12, 2014. However, she recommended that the Commissioners hold a site visit on March 12th and actually continue the item to April 9th, at which time the Staff report will be more detailed and address all the requirements of the annexation policy plan.

Heinrich Deters, the Trails and Open Space Project Manager with the Sustainability Department, stated that he oversees open space and trails maintenance. He also works on the property side as the City representative, which was his reason for attending this evening. He was available to answer questions.

Mr. Deters presented a color-coded map. The orange dotted line was the annexation declaration boundary. The yellow was city-owned property. The green identified the current City limits. He indicated an island piece and a larger area shown in yellow that leads out to the recreation areas. Mr. Deters stated that the proposed annexation area is primarily City-owned open space that did not come in with the Park City Heights or Quinn's Junction annexations.

Mr. Deters commented on some of the items for discussion outlined in the Staff report. He noted that the areas proposed for Light Industrial are parcels that were purchased by the City in 2005 specifically for future Public Works. It was a land acquisition recognizing that something like Park City Heights or the movie studio would occur in the near future. Mr. Deters noted that there has been a lot of discussion about how Public Works was being pushed out of town and the maintenance costs associated with it. He explained that the purpose for the City to utilize that property in an area where there would be a signalized light and Park City Heights across the street was good planning for public services and the level of service the constituents have requested.

Mr. Deters presented a slide showing the conservation easements, which was Exhibit C in the Staff report. He noted that most of the conservation easements in Round Valley were exactly the same. In 2005 several conservation easements were granted to Summit Lands Conservancy, and they were basically recreational and open space easements. Mr. Deters presented the purpose statement from one of the easements to show the language. When the easements were granted in 2005 it mirrored the bond language so the voter approved bond and the funds that were used to purchase those parcels mirror one another.

Mr. Deters remarked that the deed restricted parcels came about in different ways; however, most were bonded. He reviewed the different parcels and explained the terms of the deed restriction.

Mr. Deters noted that when the notices were sent, Planner Whetstone received questions from the public asking which ordinances would change if this area were annexed. Mr. Deters stated that since it was mostly Round Valley it was recreational area. He stated that with this annexation the City has an Animal Control Ordinance, Title VII, which was drafted to mirror the County ordinance. Mr. Deters commented on past concerns associated with hunting in the area. The annexation would bring into the City the Discharge Ordinance which would help strengthen hunting enforcement. To address questions about special events, Mr. Deters stated that special event and trail events are already managed by the Special Events Department. The City also has a specific Trail Event Policy already in place. Summit County Health would still oversee events that have food or other items related to the health code. Mr. Deters reiterated that the trails are existing and the City has a service contract with Mountain Trails Foundation to provide trail maintenance and trail construction. They also provide green services for the City. The City provides the land and the groomer and Mountain Trails provides the grooming services.

Mr. Deters commented on a reference to Old Ranch Road in the Staff report. He noted that a trailhead is located on Old Ranch Road and the City has an agreement with Basin Recreation to help with maintenance because their facilities are so close.

Commissioner Joyce recalled previous discussions about possibly using a portion of Round Valley as water storage. He asked Mr. Deters if that was part of this annexation or where it fits in. Mr. Deters identified the area on the map referred to as Round Valley. He noted that the discussion came about as part of a Weber Basin Water group. It is a multi-party regional agreement and the City is a participant. They talked about water storage and that area was identified as a potential location. Mr. Deters remarked that at this point it was only in a study that the City was a participant. He was not prepared to say whether it would actually take place, but if it did, it would go through all the appropriate planning and permitting processes.

Diane Foster, the City Manager, provided clarification on the water issue. She explained that Mr. Deters was not involved in the Western Summit County Water Basin agreement, which was an agreement between Mountain Regional Water, Summit Water, Weber Basin Water Conservancy District, and Park City. Ms. Foster stated that there was a lot of debate during that process that if it ever needed to happen, they would have water storage in a place such as a reservoir, which is significantly different from building storage facilities. The question was who would be the decider. Ms. Foster remarked that at one point it was Weber Basin who makes the decision or a combination of Summit County and Park City. The City Council was very firm in the agreement, that should it ever need to occur in the future it would be a City Council decision, in conjunction with working with the Lands Conservancy. There were

questions on whether or not interpretation of the deed restriction would allow a reservoir.

Commissioner Joyce understood that the the storage would be in the annexed land. He asked if annexing would have any effect on how the City would make that decision or how much control they would have. Ms. Foster replied that the City has the power of eminent domain, which is one of the powers available to a City on the issue of reservoirs.

Assistant City Attorney McLean explained that the City owns the land. The only difference is that annexation would not only give the City control as the owner, but also as the regulator. Therefore, it would have to meet the requirements of the LMC and other regulations.

Commissioner Stuard noticed in the Staff report the discussion about whether ROS or POS was the appropriate pre-zoning for this area. He believed that the POS definition fit closer to the reason why the property was acquired. He asked if there were any shortcoming for using POS instead of ROS. Mr. Deters answered no because the two zones were very similar. The restrictive covenants would not allow for most of the things identified in POS or ROS.

Commissioner Stuard stated that he had spoken with Planner Whetstone about the "Gordo" parcels and where they were. He also visited the site to get a better idea. Commissioner Stuard thought it appeared that at least one of the UDOT parcels was bifurcated by the access road straight across from Richardson Flats. The two City parcels are on the left-hand side of the access road and are currently being used for temporary storage of construction materials. He felt it was important to point out for those who were not familiar with the location of those parcels. Commissioner Stuard stated the remaining UDOT parcel appears to be bifurcated by an existing bike/walk path that does not have a lot of usable area. Planner Whetstone agreed. She noted that there is a thin UDOT parcel that runs to the north of the LI parcels. Commissioner Stuard noted that the Staff report talks about the appropriate pre-zoning being CT rather than LI. In looking at the allowed and conditional uses under the CT Zone, he believed it fit all the potential uses being talked about. Commissioner Stuard pointed out that the LI zoning allowed a much broader range of uses and he questioned whether they would be appropriate in that location.

Commissioner Joyce stated that he came to the same conclusion that the POS zone fit the existing deed restrictions. If there was no downside, he preferred POS because it was consistent with how it was already deeded and protected. Commissioner Joyce had the same concerns with the Light Industrial parcels. He did not believe the allowed uses for the LI zone would be appropriate for such an important entry corridor.

Mr. Deters stated that he works with Public Works and he would like the opportunity to make sure they were comfortable with the POS zoning being proposed by the Commissioners.

Chair Worel stated that she was also uncomfortable with zoning those parcel Light Industrial. She asked if the City needed that space. Mr. Deters replied that snow storage is always an issue and when the water treatment plan went in they found a landowner who allowed the City to store snow at no cost. He explained that the further out of town, the cost of providing those types of services increases. This proposal would provide the opportunity for the City to meet the goal of maintaining the desired level of service without increasing taxes.

Commissioner Joyce understood the intent; however, as much as they were trying to protect the entry corridors, he thought they should start with a more conservative approach. He used the example of UDOT or someone else parking 40 industrial-sized vehicles on the property, which would be very inappropriate for the entry corridor and inconsistent with everything else they were trying to accomplish. Commissioner Joyce understood costs and needs, but he thought the City should live by the same rules as everyone else.

Assistant City Attorney McLean asked Planner Whetstone to point out where the Frontage Protection Zone overlays the parcels. Mr. Deters stated that it was not a factor. Ms. McLean clarified that the LI parcels were not part of the Frontage Protection Zone. She was told that this was correct.

Director Eddington explained that the POS allows for a conditional use for an essential municipal utility. As a conditional use it would have to come back to the Planning Commission without allowing it as a by-right use. Planner Whetstone stated that per the LMC, there is a 250 foot stepback requirement within the Entry Corridor Protection Zone. She noted that there were allowances in the CT zone for municipal institutional buildings and uses. The conditional uses have further lot and size requirements that do not exist in the Light Industrial Zone. She stated that the Staff had the same concerns and they would like input and direction from the Planning Commission. Planner Whetstone offered to provide a comparison matrix for discussion at the next meeting.

Commissioner Joyce stated that as long as the more conservative approach works it should be their default. If they encounter issues or problems by being too conservative, they could specifically address the issues at that time.

Commissioner Strachan clarified that there was no consensus among the Commissioners for CT or LI zoning. He believed the comments only related to POS versus ROS. Commissioner Joyce agreed that there was no consensus, but he personally thought the same concerns applied to the CT versus LI zones. He did not favor having light industrial zoning right up to the street on a magnificent view corridor. Commissioner Strachan concurred. He assumed the decision for POS versus ROS also applied to the Gordo parcels. Commissioner Joyce stated that his comments did not consider the Gordo parcels and he was concerned that they would end up with problems if they applied it to the Gordo parcel.

Director Eddington stated that a conditional use for a municipal facility would have to come before the Planning Commission. Commissioner Strachan pointed out that if it was zoned ROS, municipal facilities 600 square feet or less are allowed, and it would not be required to come before the Planning Commission. Commissioner Strachan did not believe there was any debate over the non-Gordo parcel. They would either stay ROS or POS. He thought the discussion should be focused on the Gordo parcels and how those parcels should be zoned. He personally thought it should be uniform. If the adjacent contiguous and non-contiguous parcels were all zoned ROS or POS, he believed the Gordo parcels should be zoned the same. Commissioner Strachan point out that if the City wants the parcels zoned Light Industrial so it can be used as snow storage, that would not be prohibited in the ROS. Anything over 600 square feet would require Planning Commission review.

Assistant City Attorney McLean suggested that the Staff prepare a chart comparing ROS POS, CT and LI zones for the Planning Commission to use at the next meeting when trying to determine the appropriate zones. She also recommended that the Staff talk with Public Works to inventory their needs and understand their intentions for the parcels. Commissioner Strachan requested that the comparison matrix also show the base density allowed under each zone.

Ms. Foster stated that the City paid a premium for the Gordo parcels and they would not have spent that amount of money if they thought it was going to remain open space. She pointed out that the contemplated use may be a future recycle center. Ms. Foster suggested that the Commissioners visit the site before deciding on the zoning. She assumed they were not aware of the number of buses Gordo used to store there because it cannot be seen from the road. It is currently used as a staging site for recycling building materials.

Commissioner Campbell remarked that if Light Industrial could be a non-municipal use, he wanted to know if Burt Brothers could go in that location. He was told that it was a possibility. Commissioner Campbell felt that was a good reason to tighten the zoning now to preclude that from occurring in the future. He was willing to look at whatever use the City would like to put in, but he would like to make it more difficult for a non-municipal business, regardless of whether it would be seen from the road.

Commissioner Strachan thought Commissioner Campbell made a great point because as Park City Heights and the movie studio get built out, the demand for commercial and office space would be significant.

Chair Worel opened the public hearing.

Mary Wintzer, 320 McHenry, appreciated the concerns in wanting to keep the zoning tightened up, and she understood Ms. Foster's point. However, in reference to helping the City save money, she believed the more important point was helping the taxpayers save money. Ms. Wintzer thought most of the taxpayers would want the Planning Commission to go in the direction of protecting the entry corridor. Ms. Wintzer stated

that if an individual was making this application they would have to follow all the requirements, and she felt the City, as the applicant, should be held to the same restrictions. Ms. Wintzer remarked that another reason for holding the zoning tighter is to give more control and input. She used the salt shed as an example where more control would have produced a better result. The CUP process provides a better chance of avoiding these mistakes. Ms. Wintzer stated that when the extension was made to the City Shop, all of the equipment was parked along the front on the road. She would not want to see the same thing inadvertently occur on the entry corridor. Ms. Wintzer thanked the Planning Commission for thinking ahead.

Chair Worel closed the public hearing.

Commissioner Campbell noted that that skiers, bikers and hikers use that area. If the annexation occurs, He would like to see some type of administrative mechanism put in place to address any problems and ensure that the various groups get along. Commissioner Strachan thought it was a broader issue because the same thing was starting to happen on all of the trails and not just Round Valley.

Assistant City Attorney McLean did not believe that annexation would change the administration unless they change the laws throughout Park City. However, it was a good point that the Staff should take into account.

Mr. Deters stated that it was an etiquette issue and they have tried to address it through trails education. He noted that Commissioner Campbell's point was well taken.

Planner Whetstone remarked that the Staff would organize a site visit to the Gordo parcels on March 12th. The Planning Commission should continue this item to April 9th for continued discussion and public hearing.

MOTION: Commissioner Strachan moved to CONTINUE the public hearing on the Round Valley Annexation to April 9, 2014. Commissioner Phillips seconded the motion.

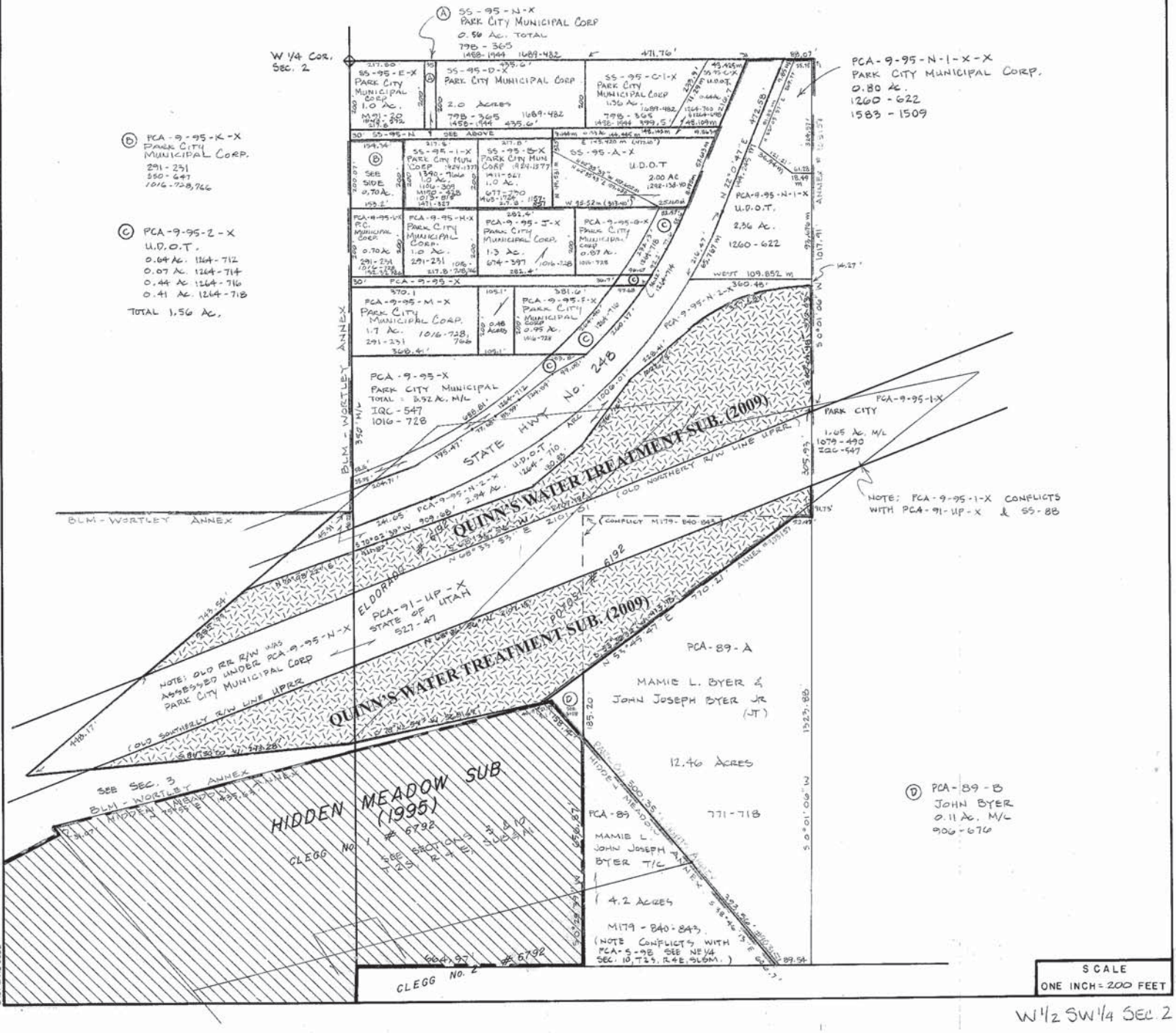
VOTE: The motion passed unanimously.

SUMMIT COUNTY UTAH

EXHIBIT M

W 1/2 of SW 1/4 SECTION 2

T 2 S - R 4 E, SLB & M



W1/2 SW1/4 SEC. 2

Gordo Parcels

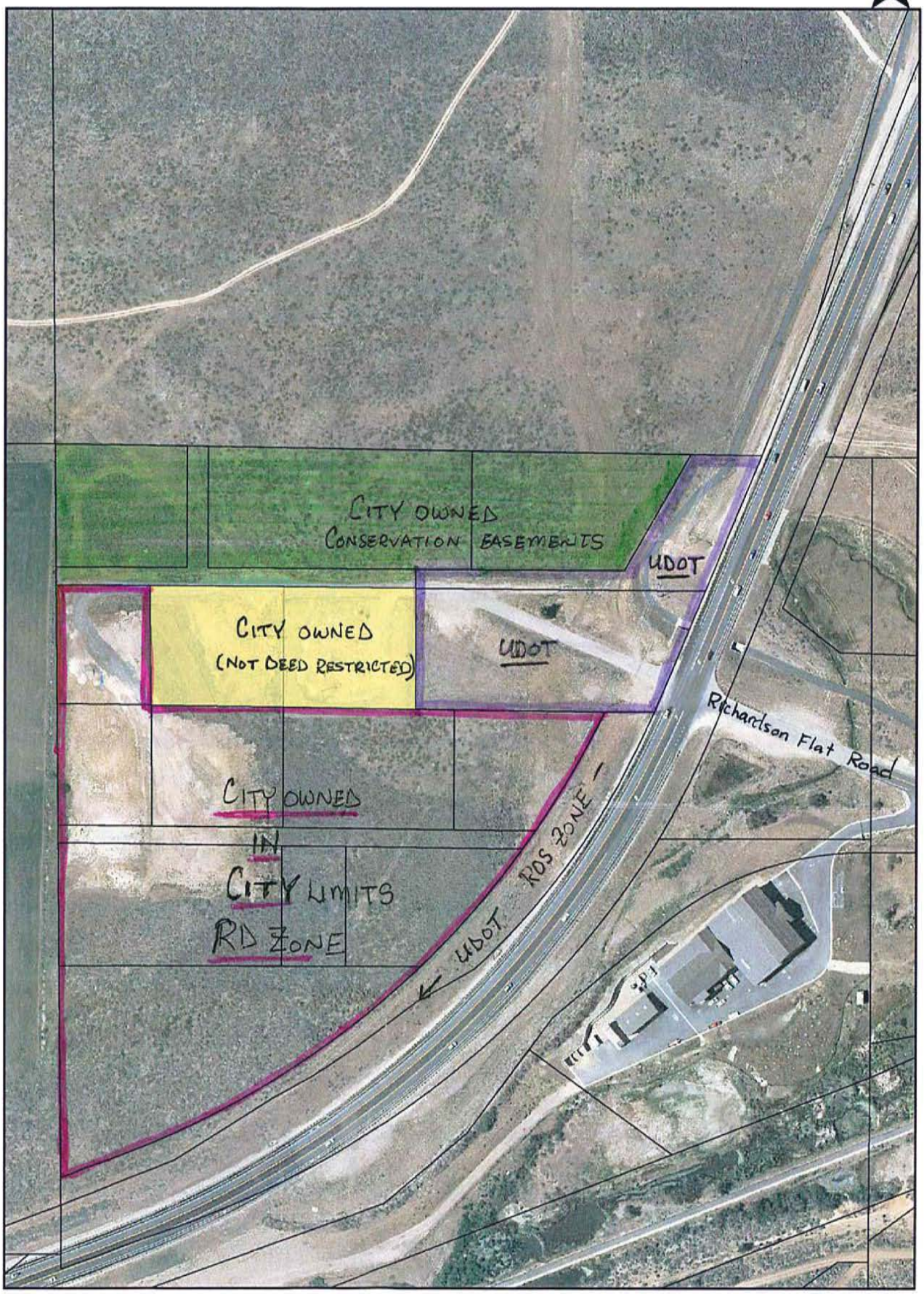


EXHIBIT N

DRAFT

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

ANNEXATION AGREEMENT

THIS ANNEXATION AGREEMENT (this "**Agreement**") is made by and between Park City Municipal Corporation (hereinafter, "**PCMC**" or the "**City**") and Park City Municipal Corporation (Sponsor), Afton Stephen Osguthorpe, and Utah Department of Transportation (UDOT) (hereinafter, "**Petitioners**") to set forth the terms and conditions under which Park City will annex certain land owned by Petitioners (hereinafter, **"Round Valley Park City"** or "**Petitioner's Properties**" or "**Annexation Properties"**), consisting of approximately 1,368 acres and located in unincorporated Summit County, Utah, north of State Road 248, east of Old Ranch Road, west of US 40, and south of the Trailside Neighborhood in unincorporated Summit County. The Round Valley Park City Annexation Properties consist of multiple parcels grouped into a north area and a south area. Both areas are proposed to be annexed into Park City's municipal boundaries. The north area includes the 1,104 acre north Round Valley Open Space parcels. The south area includes the 264 acre south Round Valley Open Space parcels, the Osguthorpe owned agricultural fields, and the "Gordo parcels"- eight small parcels (total of 8.42 acres) located off of SR 248 across from the Quinn's Water Treatment Plant at the intersection of SR 248 and Richardson Flats Road as depicted on the proposed Annexation Plat (**Exhibit A- annexation plat**).

The north parcels are undeveloped open space consisting of rolling hills, ridges, draws, and a main central valley (Round Valley). Vegetation is primarily sage brush, oak, grasses and other native trees and shrubs. Numerous non-motorized trails have been constructed in the area, utilized by hikers, bikers, runners, snowshoers and skiers. Agricultural uses are permitted on the Osguthorpe parcel in the south area (subject to the conservation easement), with the remaining parcels consisting of sage brush hills with other native shrubs and grasses. The south parcels also contain a network of non-motorized trails accessed from a trailhead located south of the Quinn's Field Complex (**Exhibit B- existing conditions**). Two of the eight "Gordo parcels", located within the south parcel area, are owned by UDOT, with the remaining six parcels owned by Park City. Four of the City "Gordo parcels" parcels are encumbered with conservation easements limiting use to recreation open space, as described below. Two of the City "Gordo parcels" are not encumbered with deed restrictions.

With the exception of the UDOT parcels and two of the Gordo parcels, the entire of the Annexation Properties are currently subject to conservation easements and various deed restrictions, as described below. Most of the property has been purchased by Park City as open space with open space funds and is permanently restricted for open space uses as spelled out in each deed restriction and conservation easement (**Exhibit C- conservation easement and deed restricted property**). The annexation does not change or remove any of these existing restrictions or easements.

Together, the annexation of these parcels shall be referred to as the Round Valley Park City Annexation; the petition to annex these parcels shall be referred to as the "Annexation Petition;" and both the north and south areas shall be referred to as the "Annexation Property" or "Annexation Properties." The Round Valley Park City Annexation Petition requests annexation into the corporate limits of Park City and extension of municipal services to the Annexation Property as needed for anticipated future uses. 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 Round Valley Park City Annexation includes the following parcels:

PARK CITY MUNICIPAL CORPORATION LAND, AS FOLLOWS:
SECTION 28, TOWNSHIP 1 SOUTH, RANGE 4 EAST, SALT LAKE BASE & MERIDIAN:
* SUMMIT COUNTY TAX SERIAL NO. SS-59-X (PCMC)
SECTION 33, TOWNSHIP 1 SOUTH, RANGE 4 EAST, SALT LAKE BASE & MERIDIAN:
* SUMMIT COUNTY TAX SERIAL NO. SS-61-X (PCMC)
* SUMMIT COUNTY TAX SERIAL NO. SS-61-C-X (PCMC)
* SUMMIT COUNTY TAX SERIAL NO. SS-61-D-X (PCMC)
* SUMMIT COUNTY TAX SERIAL NO. SS-61-E-X (PCMC)
* SUMMIT COUNTY TAX SERIAL NO. SS-61-F-X (PCMC)
SECTION 34, TOWNSHIP 1 SOUTH, RANGE 4 EAST, SALT LAKE BASE & MERIDIAN:
* SUMMIT COUNTY TAX SERIAL NO. SS-62-A-X (PCMC)
* SUMMIT COUNTY TAX SERIAL NO. SS-62-B-X (PCMC)
* SUMMIT COUNTY TAX SERIAL NO. SS-62-C-X (PCMC)
* SUMMIT COUNTY TAX SERIAL NO. SS-62-D-X (PCMC)
* SUMMIT COUNTY TAX SERIAL NO. SS-62-E-X (PCMC)
* SUMMIT COUNTY TAX SERIAL NO. SS-62-G-X (PCMC)
* SUMMIT COUNTY TAX SERIAL NO. SS-62-A-1-X (PCMC)
* SUMMIT COUNTY TAX SERIAL NO. SS-62-A-1-A-X (PCMC)
SECTION 2, TOWNSHIP 2 SOUTH, RANGE 4 EAST, SALT LAKE BASE & MERIDIAN:
* SUMMIT COUNTY TAX SERIAL NO. SS-92-A-X (U.S.A., INTERIOR DEPT.)
* SUMMIT COUNTY TAX SERIAL NO. SS-92-A-X-X (PCMC)
* SUMMIT COUNTY TAX SERIAL NO. SS-92-A-1-X (UDOT)
* SUMMIT COUNTY TAX SERIAL NO. SS-95-A-X (UDOT)
* SUMMIT COUNTY TAX SERIAL NO. SS-95-B-X (PCMC)
* SUMMIT COUNTY TAX SERIAL NO. SS-95-C-1-X (PCMC)
* SUMMIT COUNTY TAX SERIAL NO. SS-95-C-X (UDOT)
* SUMMIT COUNTY TAX SERIAL NO. SS-95-D-X (PCMC)
* SUMMIT COUNTY TAX SERIAL NO. SS-95-E-X (PCMC)
* SUMMIT COUNTY TAX SERIAL NO. SS-95-1-X (PCMC)
* SUMMIT COUNTY TAX SERIAL NO. SS-95-N-X (PCMC)

- SECTION 3, TOWNSHIP 2 SOUTH, RANGE 4 EAST, SALT LAKE BASE & MERIDIAN:
* SUMMIT COUNTY TAX SERIAL NO. SS-97-A-1-X (PCMC)
* SUMMIT COUNTY TAX SERIAL NO. SS-98 (STEPHEN A. OSGUTHORPE, TRUSTEE)

WHEREAS, in furtherance of the foregoing, the Petitioners desire to annex the Round Valley Park City property 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 March 11, 2013. The Annexation Petition was accepted by the City Council on March 21, 2013, and certified by the City Recorder on April 22, 2013. The first public hearing was conducted by the Planning Commission on February 26, 2014. A subsequent public hearing was conducted by the Planning Commission on August 24, 2014 and a recommendation was forwarded to the City Council.

WHEREAS, in connection with the Round Valley Park City Annexation, the entire Annexation Property is proposed to be zoned Recreation Open Space (ROS). The purpose of the ROS zone is to establish and preserve open space areas, covered with vegetation and substantially free from structures, streets, and parking lots. The ROS zone permits as allowed, and as conditional, recreational uses, such as trails and trailheads; outdoor recreation equipment; essential municipal public utility use, service or structures; accessory buildings; agricultural and conservation activities; raising and grazing of horses and livestock; and a wide variety of recreation facilities. The ROS zoning district is more fully described in the City's Land Management Code, Section 15-2.7.

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 Round Valley Park City Annexation shall be as follows:

1. **Property.** The Round Valley Park City Annexation Properties to be annexed consist of approximately 1,368 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 on Sheet Two.

2. **Zoning.** Upon Annexation, the Round Valley Park City parcels 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 D- Zoning Map amendment**).

3. **Subdivision; Density and Phasing.** No preliminary Subdivision Plat was submitted with the Annexation Petition as no residential or commercial density is proposed. Future development of the "Gordo parcels" may require a separate Subdivision Plat depending on the uses proposed and whether future building permits require legally platted lots. With the exception of the lower "Gordo parcels" the Property is subject to various deed restrictions and/or Conservation Easements described below. Uses of the Park City Round Valley Annexation Properties must comply with the ROS zoning and the Deed of Conservation Easements entered into by and between Park City Municipal Corporation recorded at Summit County on _____, Book__ and Page___, on _____, Book___ and Page___, and on _____, Book___ and Page ____, in favor of the Summit Land Conservancy, a Utah non-profit corporation and _____.

The land use development of the Property shall be governed by all existing and recorded deed restrictions and conservation easements described herein, the ROS zoning designation provided herein and by any required Subdivision Plat conditions of approval for the "Gordo parcels".

Construction and alignment of any required sanitary sewer line extensions and any required storm water detention facilities shall be established as part of any required Subdivision Plat for the Property (to be as accepted by the City and filed in the official real estate records of Summit County, Utah, the "**Subdivision Plat**"). The preferred alignment of any required sanitary sewer and/or on-site storm water detention facilities, or alternatives, as approved by the Park City Engineer, shall be that alignment and/or location 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 and City Engineer. The timing for construction of storm water detention facilities shall be determined by the City Engineer, (the "**Storm Detention Facilities**"). Maintenance of on-site storm water detention facilities will be the responsibility of the Property Owner.

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 Subdivision Plat review and approval process (the "Public Improvements"), shall be conveyed and dedicated to the City, for public purposes.

4. **Trails and Sidewalks.** Any obligations or guarantees with respect to the construction of trails and sidewalks on the Property shall be consistent with the City's Trails Master Plan.

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 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**. No public streets are proposed to be constructed on any of the Petitioner's Property. All current right-of-way (ROS) shall remain under their respective jurisdiction.

7. **Water Rights.** Pursuant to the Annexation Petition Report (**Exhibit E- annexation petition report**) known water rights associated with the Annexation Properties are limited to the Osguthorpe Parcel (SS-98-X) with 102 acre feet within an 1878 priority. The Osguthorpe Parcel was placed in a conservation easement in 2010, removing development rights and ensuring agricultural use of the property. Park City Municipal Corporation has first right of refusal for purchase or lease of the property.

8. **Affordable Housing Requirement**. Affordable/employee housing shall be provided in a manner consistent with the City's Affordable Housing Resolution 20-07 to be determined at the time any required Subdivision Plat is approved by the City Council depending on uses proposed.

9. **Sustainable Development requirements**. All construction within any required **Subdivision** shall utilize sustainable site design, development and building practices and otherwise comply with requirements of the ROS Zone. Unless otherwise approved in the Subdivision Plat, in compliance with the current Environmental/ Sustainability Element of the General Plan, each structure or use 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 Subdivision Plat approval).

In order to achieve water conservation goals, any future development 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.

10. **Planning Review Fees.** Property Owners within the Annexation Property shall be responsible for all standard and customary fees, including 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.

11. **Impact and Building Fees.** Lot owners of lots within any future 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.

12. **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 or trails unless such sidewalks or trails are classified as part of a community trail system and incorporated into the City wide snow removal program.

13. **Fiscal Impact Analysis.** The revised Annexation Report, prepared by Alliance Engineering for the Petitioners, dated June 17, 2013, included a Fiscal Impact Analysis that has been reviewed by the Planning Staff and Planning Commission. The Fiscal Impact Analysis concludes that

the Annexation will not alter any existing or projected demographic or economic conditions in the Park City area, or within the Annexation Properties, as there is no population or economic base within the Annexation Properties at the time of this annexation. Projected revenue as a result of this annexation is negligible as no revenue generating activities are proposed. The annexation will not result in an overall negative impact on the City or School District.

14. **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.

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

16. **Real Covenant, Equitable Servitude.** This Annexation Agreement constitutes a real covenant and an equitable servitude on the Properties. 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.

17. **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 Petitioners 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, Petitioners 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. 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.

18. **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.

19. **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 Annexation Properties into the City. Only a written instrument signed by all Parties, or their successors or assigns, may amend this Annexation Agreement.

20. **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.

21. **Vested Rights.** Subject to the provisions of this Agreement, Petitioners (or their assigns) shall have the right to propose future uses, whether allowed or conditions uses, in accordance with this Annexation Agreement, all existing or future deed restrictions and conservation easements as described herein, the ROS Zoning Regulations in effect at the time any proposal for future use is submitted to the City, and any conditions of approval of a Subdivision Plat, if such plat is required, subject to and in compliance with other applicable ordinances and regulations of Park City.

22. **Nature of Obligations of Petitioners**. Petitioners are 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.

23. **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 _____ day of _____, 2014.

(Signatures begin on following page)

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

By: _____
Jack Thomas, Mayor

Dated this _____ day of _____, 2014.

ATTEST: City Clerk

By: _____
Marci Heil, City Recorder

Dated this _____ day of _____, 2014.

APPROVED AS TO FORM:

_____
Mark Harrington, City Attorney

Dated this _____ day of _____, 2014.

Park City Municipal Corporation, Petitioner

By: _____

Name: _____
_____

Dated this____ day of _____, 2014

Acknowledgement (notary)

Afton Stephen Osguthorpe Family Trust, Petitioner

By: _____

Name: _____
_____

Dated this____ day of _____, 2014

Acknowledgement (notary)

UDOT, Petitioner

By: _____

Name: _____
_____

Dated this____ day of _____, 2014

Acknowledgement (notary)

Exhibits (see staff report for these exhibits- will be attached to Ordinance for publication)
A. Annexation Plat and Legal Descriptions
B. Existing Conditions Map
C. Conservation Easement and Deed Restricted Property Map and List
D. Zoning Map Amendment
E. Annexation Petition Report

EXHIBIT A
TO
ANNEXATION AGREEMENT

[Attach Annexation Plat and Legal Descriptions]

EXHIBIT B
TO
ANNEXATION AGREEMENT
[Attach Existing Conditions Map]

EXHIBIT C
TO
ANNEXATION AGREEMENT

[Conservation Easement and Deed Restricted Property Map and List]

EXHIBIT D
TO
ANNEXATION AGREEMENT
[Attach Zoning Map Amendment]

EXHIBIT E
TO
ANNEXATION AGREEMENT
[Attach Annexation Petition Report]

City Council Staff Report

Authors: Tom Bakaly
Subject: Potential Purchase of 2 acres of Land from Gordon Cummins
Date: March 27, 2008
Type of Item: Potential Purchase of Property

Summary Recommendation - Request authorization for City Manager to sign a REPC with Gordon Cummins to purchase 2.0 acres of land, located to the north of Hwy 248 across from the entrance to the old dump and for a two-year lease with Mr. Cummins for use of the land.

Topic: Potential purchase property.

Background:
The City and Gordon Cummins have discussed the potential purchase of his 2.0 acres as open space in the past, but never got to a point ordering an appraisal or approaching COSAC. Gordon recently approached the City and discussed a price of $500,000 for the purchase of the 2.0 acres.

He stated that he is not interested in seeing an appraisal nor negotiating a different price. At about the same time staff heard from Mark Fisher (NOMA) that he was looking to purchase the 2.0 acres and offer it as a trade for the land that Recycle Utah occupies. The City has looked at selling and/or trading land in the Park/Bonanza District with Mark Fisher to assist in filling the City's property needs as well as keeping a Recycle Utah presence in town or including them within a larger Public Works facility outside of town. During discussions with Recycle Utah of potential relocation they have strongly expressed that they wish to only move once.

Analysis:
The 2.0 acres owned by Gordon Cummins is within Summit County. It was platted in 1997 and can accommodate one single-family residence each. The City purchased the adjacent 1.0 acre Sanchez property in 2006 for $120,000. Summit County provided the City with a preliminary analysis of the lots and development potential and the information is attached as Exhibit B. When the City began purchasing Round Valley 40 acre properties the price increased as each parcel was purchased. As time progressed and more properties were purchased we saw the prices increase from $325,000 to $1,000,000 and acre.

The location of Gordon's 2.0 acres lines up with the old dump road. There is a plan for a signaled intersection with the ongoing review of Park City Heights. The light would not be operational until 2010 and design of the light could move it east or west depending on UDOT's specifications and not be directly across from the driveway accessing these 2.0 acres. The 2.0 acres are surrounded by City-owned open space, and the specific

site is lower than the grade of the surrounding land which screens the current operations on the site. Staff believes that the City retains the best potential for the land by purchasing it.

Purchasing and land banking the land allows time for Council to discuss the best potential for the land from open space, affordable housing or for additional area needed for current operations on City land.

Department Review: This report was reviewed by representatives of the Sustainability, Budget, Legal and City Manager's Office.

Alternatives:

A. **Approve the Requests:** Staff recommends approving the purchase and lease of the property allowing potential future use of the property or preservation.
B. **Deny the Request:** Deny the request and halt the purchase of the property.
C. **Continue the Item:** Request additional information from Staff.

Staff Recommendations:
Staff recommends purchasing and land banking the property for future discussions of open space, affordable housing, or for additional area needed for current operations on City land.

Attachments:
Attachment A – Draft Lease Agreement

Gordon Cummins
Park City Municipal Corporation
2008 Property Lease

THIS AGREEMENT is made by and between Park City Municipal Corporation (hereinafter referred to as "Landlord") and Gordon Cummins (hereinafter referred to as "Tenant") to set forth the terms and conditions under which Landlord will lease parcels SS-95-B and SS-95-1 along Hwy 248, Summit County, Utah (hereinafter referred to as the "Property") to Tenant. The parties agree as follows:

1. Property. The property leased is as shown in Exhibit A (attached and hereafter referred to as Property).

2. Term. The Lease term shall commence on April 15, 2008, and shall run for two (2) years through April 15, 2010.

3. Rent. The rent for the leased space shall be as follows:
    a. Rate: Tenant's annual rental obligation shall be Twenty-Four Thousand Dollars ($24,000) for the leased property.
    b. Payments: Rent shall be paid in equal monthly installments of Two Thousand Dollars ($2,000). Beginning May 1, 2008, rent shall be due on the first of each month, and past due if not paid by the tenth of the month.
    c. Deposit: No Deposit is required.

4. Utility Service. Landlord shall be responsible for natural gas, electricity, sewer, refuse collection and water for the leased space. Tenant will be responsible for all utilities at the site and shall establish an account with each of these utilities in its own name.

5. Use of the Property. The Property shall be used only for vehicle parking and storage. All other uses shall be prohibited.

6. Telephone, Cable and Microwave. The Tenant will install its own telephone, television, computer and other communication equipment in the leased space. Any specialized communication facilities, equipment, wiring, cables or installations will be the Tenant's responsibility.

7. Insurance. The Tenant will provide insurance at its expense covering its contents against loss through theft, fire, vandalism or similar casualties. The Landlord will maintain insurance on the structure for the replacement of the building itself, and the contents of the building owned by Landlord. The Landlord also carries a public liability policy insuring it against claims of personal injury on Landlord's property. The Landlord's policy does not cover the Tenant's employees or patrons who are on Landlord's property exclusively for the purpose of doing business with the Tenant. The Tenant agrees to maintain a comprehensive property liability policy written on an occurrence basis with limits no less than two million dollars ($2,000,000) combined single limit per occurrence and four million dollars ($4,000,000) aggregate for personal injury, bodily injury and property

damage and to obtain a certificate of insurance naming Park City Municipal Corporation and the Municipal Building Authority of Park City as additional insured and evidencing coverage as to any person on the Property as a result of Tenant's programs or activities. The Landlord is protected by the Utah Governmental Immunity Act, and nothing herein is intended to waive or limit the protection of the Act on behalf of either entity, but to the extent it is consistent with this intent, it is the purpose of this provision to protect the Landlord for liability or allegations arising out of the Tenant's use of Landlord's property.

8. Payment of Taxes and Other Assessments. As tax exempt entities, neither the Landlord nor Tenant expects to be assessed real estate and personal property taxes and other related assessments or taxes on the Property However should the Tenant change the tax status or should other circumstances cause taxes or assessments to be imposed on the Property, then Tenant shall pay real estate and personal property taxes and other related assessments or taxes on the Tenant's Property during the term of this lease.

9. Liens. Tenant shall not permit any liens to attach to the property for work done at Tenant's request or for Tenant's benefit. If Landlord received notice of any such against the property, Tenant shall promptly discharge the lien at Landlord's request, or post fund sufficient to satisfy the lien during any period of good faith contest of the lien by Tenant. In the event Landlord reasonably feels its title to the property is in jeopardy because of any lien Tenant has elected to attach to the property, Landlord may discharge the lien and collect the amount paid from the Tenant. The Tenant agrees to pay all reasonable costs incurred by the Landlord in the defense or discharge of any liens on the property.

10. Tenant Improvements. The Property are being leased to Tenant in as-is condition. Any additional improvements desired by the Tenant must be approved in advance by the Landlord in writing and are the responsibility of the Tenant, with no allowance made for the costs of the Tenant improvements unless agreed to by Landlord in writing. At the expiration or termination of the Lease, all Tenant improvements become property of the Landlord unless specifically exempted in writing prior to installation.

11. Signs. Landlord reserves the right to specifically review and approve or reject proposed signs on the property. Landlord's approval for signs will not be unreasonably withheld, so long as the sign is directional rather than promotional, meets the requirements of the Summit County Sign Code. Signs shall be removed and any damage resulting from removal shall be repaired at the termination of the Lease.

12. Assignment/Sublease. The Lease may not be assigned.

13. Remedies. In the event the Tenant fails to pay monthly installment payments when due, or violates or reaches any other term or condition of the Lease, Landlord shall have the right to exercise the following remedies, and any other remedies available at law or equity:
    a. Landlord may, by written notice to Tenant, demand that Tenant either pay rental installments due within ten (10) days, or quit the Property within fifteen (15) days;
    b. Landlord may permit the Tenant to remain in possession and sue for the

installments that are past due;

c. Landlord may re-let the Property for Tenant's account at the rate and on such terms as are commercially reasonable at the time and under the circumstances, and charge Tenant for any difference in the rental received and the rental agreed to herein, provided that any re-letting shall be done in good faith under the circumstances;

d. Landlord may agree to a payment of damages in such amount as the parties then agree, and release the Tenant from obligations under this Lease entirely. Unless Landlord has released Tenant's continued performance under this Lease, Tenant is deemed to be in possession of the Property, and any re-letting by Landlord in on Tenant's account. Tenant is responsible for all payments and obligations under the Lease until Landlord releases Tenant.

14. Covenant of Quiet Possession. Landlord covenants with Tenant that Landlord owns or controls the Property and that Tenant's possession will not be disturbed by acts or omissions of the Landlord so long as Tenant faithfully performs the obligations of this Lease.

15. Maintenance. Maintenance of the site and snow removal shall be Tenant's responsibility.

16. Force Majeure. This Lease Agreement shall automatically terminate upon any holding, interpretation, or determination by a court, legislative, or administrative body that Landlord may not lease to a private educational entity or similar establishment or that the Landlord may not lease to a private entity either under existing state and federal law regulation or future state and federal law regulation.

17. Increased Insurance Risk. Tenant will not permit said Property to be used for any purpose which would render the fire insurance on the building or the Property void or cause cancellation thereof or increase the insurance risk or increase the insurance premium in effect at the time of the terms of this Lease. Tenant will not keep, use or sell, or allow to be kept, used or sold in or about the Property any article or materials which are prohibited by law or by standard fire insurance policies of the kind customarily in force with respect to the Property of the same general type as those covered by this Agreement.

18. Care and Repair of Property by Tenant. Tenant will inspect and accept the Property for the purposes of this agreement prior to taking occupancy. Tenant will not commit any waste on Property nor shall it use or permit the use of the Property in violation of any state law or county or municipal ordinance or regulation applicable thereto. Tenant may, with the prior written consent of the Landlord, but at its own cost and expense, in a good workmanlike manner, make such alterations and repairs to the leased space as Tenant may require for the conduct of its business without, however, materially altering the basic character for the building or improvements or weakening the structure on the leased Property. Any permanent alterations or improvements to the Property shall become the property of the Landlord upon expiration or termination of this Lease unless specifically exempted in writing prior to commencing work.

19. Damage or Destruction. If the Property or any part thereof shall be damaged or destroyed by fire or other casualty, the Property shall revert back to the Landlord and the lease shall terminate.

20. Surrender of Premise. Tenant agrees to surrender the Property at the expiration or sooner termination of this Agreement or any extension thereof in the same condition or as altered pursuant to the provisions of this Agreement. Ordinary wear, tear and damage by the elements or other acts of God excepted.

21. Hold Over. Should Tenant hold over the Property or any part thereof after the expiration of the term of this Lease unless otherwise agreed in writing, such holding over shall constitute a tenancy from month to month only, and Tenant shall pay as monthly rental the same monthly rental provided for herein.

22. Indemnity.
    a. The Tenant shall indemnify and hold the City and its agents, employees, and officers, harmless from and shall process and defend at its own expense any and all claims, demands, suits, at law or equity, actions, penalties, losses, damages, or costs, of whatsoever kind or nature, brought against the City arising out of, in connection with, or incident to the execution of this Agreement and/or the Tenant's defective performance or failure to perform any aspect of this Agreement; provided, however, that if such claims are caused by or result from the concurrent negligence of the City, its agents, employees, and officers, this indemnity provision shall be valid and enforceable only to the extent of the negligence of the Tenant; and provided further, that nothing herein shall require the Tenant to hold harmless or defend the City, its agents, employees and/or officers from any claims arising from the sole negligence of the City, its agents, employees, and/or officers. The Tenant expressly agrees that the indemnification provided herein constitutes the Tenant's limited waiver of immunity as an employer under Utah Code Section 34A-2-105; provided, however, this waiver shall apply only to the extent an employee of Tenant claims or recovers compensation from the City for a loss or injury that Tenant would be obligated to indemnify the City for under this Agreement. This limited waiver has been mutually negotiated by the parties, and is expressly made effective only for the purposes of this Agreement. The provisions of this section shall survive the expiration or termination of this Agreement.
    b. No liability shall attach to the City by reason of entering into this Agreement except as expressly provided herein.

23. Landlord Liable only for Negligence. Except where caused by Landlord's negligence, Landlord shall not be liable for any failure of water supply, natural gas supply or electrical supply; or for any injury or damage to persons or property caused by gasoline, oil, steam, gas or electricity; or hurricane, tornado, flood, wind or similar storms or disturbances; or water, rain or snow which may leak or flow from the street, sewer, gas mains or any subsurface area or from any part of the building or buildings or for an interference with light.

24. Nondiscrimination. Tenant agrees not to discriminate against anyone on the basis of race, color, national origin, age, sex or handicap in its hiring practices, services or operation of its business hereunder.

25. Waiver of Covenants. It is agreed that the waiver of any of the covenants of this Lease Agreement by either party shall be limited to the particular instance and shall not be deemed to waive any other breaches of such covenant or any provisions herein.

26. Rights of Successors and Assigns. The covenants and agreements contained within the Lease shall apply to the benefit of and the binding upon the parties hereto and upon their respective successors in interest and legal representatives, except as expressly otherwise hereinbefore provided.

27. Notice Provision. Any and all notices required by this Lease Agreement shall be in writing and delivered personally to the party to whom the notice is to be given, or mailed by certified mail, postage prepaid, and addressed as follows:

    If to Landlord:
    Park City Municipal Corporation
    P.O. Box 1480
    Park City, Utah 84060

    If to Tenant:
    Gordon Cummins
    PO BOX 681780
    PARK CITY, UT 84068-1780

28. Entire Agreement. This agreement constitutes the entire and only agreement between parties and it cannot be altered or amended except by written instrument, signed by both parties.

DATED this _____ day of February 2008.

PARK CITY MUNICIPAL CORPORATION

_____
Tom Bakaly, City Manager

Attest:

_____
Janet M. Scott, City Recorder

Approved as to form:

City Attorney's Office

GORDON CUMMINS

Gordon Cummins

ACKNOWLEDGMENT

STATE OF UTAH)
: ss.
COUNTY OF SUMMIT)

On this _____ day of February, 2007, personally appeared before me Gordon Cummins, and acknowledged to me that the preceding Agreement was signed on behalf of said company, and he acknowledged that the company did execute the same for its stated purpose.

EXHIBIT B

PARK CITY MUNICIPAL CORPORATION
PLANNING COMMISSION MEETING MINUTES
COUNCIL CHAMBERS
MARSAC MUNICIPAL BUILDING
AUGUST 27, 2014

COMMISSIONERS IN ATTENDANCE:

Chair Nann Worel, Preston Campbell, Stewart Gross, Steve Joyce, John Phillips, Adam Strachan, Clay Stuard

EX OFFICIO:

Planning Director, Thomas Eddington; Kirsten Whetstone, Planner; Christy Alexander, Planner; Anya Grahn, Planner; Polly Samuels McLean, Assistant City Attorney
==========

REGULAR MEETING

ROLL CALL

Chair Worel called the meeting to order at 5:35 p.m. and noted that all Commissioners were present.

ADOPTION OF MINUTES

August 13, 2014

MOTION: Commissioner Phillips moved to APPROVE the minutes of August 13, 2014 as written. Commissioner Campbell seconded the motion.

VOTE: The motion passed. Commissioners Strachan and Joyce abstained since they were absent from the August 13th meeting.

PUBLIC INPUT

Mary Wintzer, a resident at 320 McHenry stated that she is part owner of the Iron Horse District, one of the two largest stakeholders in the BoPa area. Ms. Wintzer noted that she had to leave town after the special meeting on August 6th and this was the first opportunity she had to publicly thank the Planning Commission for the thoughtful questions they asked regarding the Bonanza Park Plan. She has been asking those same questions for three years. Ms. Wintzer believed much of the process has been lacking. She called her partners, the Wolf Family, who own the Sports Authority building, and they said they have never received notification about Bonanza. Ms. Wintzer remarked that by typing in Bonanza Park Redevelopment on YouTube you can see the very first presentation that

4. Approval of the plat amendment, subject to the conditions stated below, does not adversely affect the health, safety and welfare of the citizens of Park City.

Conditions of Approval – 15 Anchor Avenue

1. The City Attorney and City Engineer will review and approve the final form and content of the plat amendment for compliance with State law, the Land Management Code, and the conditions of approval, prior to recordation of the plat.

2. The applicant will record the plat amendment at the County within one (1) year from the date of City Council approval. If recordation has not occurred within one (1) years' time, this approval for the plat will be void, unless a complete application requesting an extension is made in writing prior to the expiration date and an extension is granted by the City Council.

3. No building permit for any work that expands the footprint of the home, or would first require the approval of an HDDR, shall be granted until the plat amendment is recorded with the Summit County Recorder's office.

4. Modified 13-D sprinklers will be required for new construction by the Chief Building Official at the time of review of the building permit submittal and shall be noted on the final Mylar prior to recordation.

5. The addition of a plat note specifying that further subdivision and/or the development of additional units beyond the two (2) single family houses on Lots 1 and 2 shall be prohibited.

6. The plat shall contain a note referencing the 2008 access agreement for the private driveway.

7. The applicant shall change the addresses of Lots 1 and 2 of the 15 Anchor Avenue Subdivision to the satisfaction of the City Engineer and the addresses shall be identified on the plat prior to plat recordation.

8. An encroachment agreement for the historic shed is recommended.

4. Round Valley Park City Annexation and Zoning Map Amendment – Annexation of 1,368 acres located in Sections 28, 33, 34 and 35 T1SR4E and Sections 2 and 3, T2SR4E East of US 40 and North of SR 248. Park City Municipal is the applicant. The requested zoning is Recreation Open Space (1,262 acres) and

LI, Limited Industrial (2 acres). The property is primarily City owned open space encumbered with conservation easements, with the exception of two 1 acre City-owned, non-encumbered parcels, and includes the 120 acres Osguthorpe conservation easement area. (Application PL-13-01857)

Planner Whetstone reviewed the application for approximately 1368 acres of almost exclusively open space areas purchased by the City. Most of the properties have conservation easements and deed restrictions. The properties are owned by Park City but they are located in unincorporated Summit County. Planner Whetstone noted that the annexation petition was submitted by Park City Municipal as the property owner.

Planner Whetstone stated that the first step of an annexation is to take the petition to the City Council, and that was done March 21st, 2013. The City Council accepted the petition and proper noticing was done. During the three week noticing period the Planning Department received no protests and; therefore, a hearing with the Boundary Commission was not necessary. The next step was to notice all the affected property owners, which includes all the special improvement districts and any municipalities and counties that might be affected. No comments were heard during that noticing period. Planner Whetstone remarked that in February 2014 the Staff brought this petition to the Planning Commission for discussion. The proposed zone is the ROS, Recreation Open Space. Planner Whetstone noted that the red lines on the site plan identified the existing trails. A 121 acres is still owned by the Osguthorpe Family Trust, and the City has a conservation easement on the property that allows for recreation use in the winter. The 121 acres is zoned agriculture and has an agricultural use that would continue. An agreement in the annexation indicates that the only water rights would be on that property.

Planner Whetstone reported that the current zoning is rural residential which allows a density of one unit per 20 acres; or one unit per 40 acres on Sensitive Lands. The Hillside Stewardship, which is primarily the Osguthorpe property or property on other hillsides is one unit per 30 acres for developable and one unit per 40 for sensitive.

Planner Whetstone stated that the requested zoning was ROS, which the Planning Department agreed with. She noted that the Planning Staff would work with the City Attorney to attach all of the recorded deed restrictions and conversation easements to the annexation agreement for easy reference.

Planner Whetstone presented an exhibit showing the existing zoning, the proposed zoning and the surrounding zoning. She indicated the northern area and the southern area with an area of City in between with 250' feet along Highway 248 in the frontage protection zone. Planner Whetstone indicated two one-acre parcels known as the Gordo parcels. The Planning Commission held a site visit in June to look at those two parcels. Other than

the UDOT parcels, the Gordo parcels are the only parcels that do not have a deed restriction. The Gordo parcels were purchased for the purpose of land banking the property to allow time for the City Council to discuss the best potential for the land, which may include open space, affordable housing or additional area needed for current operations on City land for uses such as recreational and/or public works support. Those uses are consistent with the ROS zone. The City, as the petitioner, was requesting Light Industrial Zoning for those parcels. The Staff was hesitant to support Light Industrial zoning and recommended that those two parcels be zoned ROS as well.

The Staff would make it clear in the annexation that if the City were to submit a proposal for public works or other support use, it would not be considered open space in the same way as the rest of the property that is zoned ROS. Planner Whetstone noted that the additional redlines in the annexation agreement was intended to make the difference in ROS zone uses more clear.

Planner Whetstone noted that an annexation requires a report to address all the specific criteria for reviewing an annexation. The Staff had conducted a review and believes the proposed annexation complies with all the requirements of an annexation. The Staff requested that the Planning Commission discuss the proposed zoning as outlined on page 339 of the Staff report. The Staff recommended that the Planning Commission review the annexation petition and the report, conduct a public hearing and consider forwarding a positive recommendation to the City Council in accordance with the draft ordinance.

Heinrich Deters, representing Park City Municipal Corp. as the petitioner, thanked the Planning Commission for attending the site visit in June. Mr. Deters stated that he is the Trails Coordinator and he does trails, open space, walkability and property for the City. He introduced Roger McClain with the Water Department. Mr. Deters noted that Mr. McClain would provide insight on some of their needs, as well as recent experiences and issues the City has had with limitations on Public Works facilities.

Mr. Deter noted that the Staff report contained a report from the former City Manager, Tom Bakaly, regarding the purchase of the Gordo parcels. Mr. Deters stated that as the City grows it will be necessary to look at that property for various options, including affordable housing and public facilities and services.

Mr. Deters stated that when the City made the application, they looked at the parcels and proposed Light Industrial with the intent of clarity and transparency for the public. They wanted it clear that these parcels were owned by the City but it would not be open space. Mr. Deters understood that the Planning Commission had concerns with LI zoning along the entry corridor. He believed the Planning Staff had done a good job of proposing recreational open space because it meets the goals of the entry corridor uses and it

acknowledges that it is a conditional use is required for a public facility greater than 600 square feet.

Mr. Deters stated that the City was requesting additional language through the annexation agreement that was provided to the Staff this evening. He asked that the Planning Commission allow time for the City Legal Department to review that language before it is adopted by the City Council.

Mr. Deters commented on the needs of essential public facilities that need to be addressed. Roger McClain, with the Water Department, stated that Public Works was in the initial stages of a facility plan and moving forward as far as actual Public Works needs, size, site locations, etc. Nothing specific has been laid out and it will be a thorough process of programming and discussions with the Planning Department, the Planning Commission and the City Council to work through the issues. Mr. McClain remarked that it was important to preserve the available sites and make sure they were still on the table. This came to light during the paving operations utilizing the North 40 and conflicts that were encountered with the neighborhood when they tried to make it a staging area. Mr. McClain noted that it became apparent that they needed to be careful in how they address snow removal, paving, water operations, etc. Part of the process will be working through the issues and looking at the outcome. He pointed out that it is important to have good facilities for first responders in an emergency situation. Mr. McClain looked forward to many future conversations.

Mr. Deters stated that an item that comes up frequently for the Gordo parcels is the relocation of the Recycling Center. He noted that there have been discussions but nothing has been decided.

Commissioner Strachan asked if the City was considering any other parcels within the annexation area to apply for a CUP, or if it would only be the Gordo parcels. Mr. Deters replied that it was just the Gordo parcels.

Mr. Deters stated that another issue he would like the Planning Commission to address was the conservation easement on the Osguthorpe parcel. Agricultural uses currently take place on that property and if the parcel is zoned ROS it would become an existing non-conforming use. He believed people like the different agricultural uses in open space. Commissioner Strachan asked if the existing use was the alfalfa field. Mr. Deters answered yes. Commissioner Strachan questioned why that would be non-conforming with the ROS zone. Planner Whetstone explained that conservation is an allowed use and agriculture is a conditional use.

Commissioner Strachan asked if the Land of Oz was a conservation activity. Mr. Deters stated that Land of Oz was part of the conservation agreement as a recreational use. Mr. Deters explained that when they determined the allowed uses on that parcel recreation was called out. However, in looking at the values of the easement it was agricultural. He stated that part of the agreement with the Osguthorpe's was to make sure significant public benefit was associated with the open space purchase.

Assistant City Attorney McLean believed the distinction is that it is a conditional use under the zone. Agriculture is allowed under the conservation easement that was bought for it, but under the ROS zone, agriculture requires a CUP. The use can continue as an existing non-conforming use.

Commissioner Strachan asked if the Planning Commission was being asked to grandfather the use. Mr. Deters answered yes. Ms. McLean felt it was likely that the applicant would come in after the fact for a CUP in order to make it conforming. Commissioner Strachan asked if Osguthorpe or the City would be the applicant. He was told that it would be Osguthorpe since he is the landowner.

Mr. Deters asked if it would be over-stepping to address the issue in the annexation agreement. Assistant City Attorney replied that it could not be included in the annexation agreement.

Commissioner Strachan was concerned that Osguthorpe could apply for a different kind of CUP. Mr. Deters stated that the easement governs the use of the property. Therefore, the easement strips the development right from the property. Commissioner Strachan did not believe there was any advantage for Osguthorpe to go through the CUP process and pay the fees if he could continue the use as existing non-conforming.

Assistant City Attorney clarified that she misunderstood and thought they were talking about it was the City-owned parcel and not the one owned by Osguthorpe. She agreed that Osguthorpe would probably not apply for a CUP if he owns the land.

Commissioner Stuard understood that all the concerns expressed regarding the space for adequate public facilities had been targeted on the south parcel. He could not understand why they would not zone the north parcel POS rather than ROS. Mr. Deters noted that currently the only City parcel zoned POS was next to the NAC. He stated that most of the open space parcels within the City boundaries are zoned ROS. ROS is consistent with the recreation and open space bond that was used to purchase the land. It is also consistent with all the conservation easements as recreational uses. Mr. Deters believed ROS zoning best fits the spirits of the parcels at the moment.

Commissioner Stuard clarified that he was most concerned with some of the conditional uses of the ROS zone for the north parcel, specifically a golf course. Assistant City Attorney McLean pointed out that under the Code, if an applicant or a petitioner from the annexation asks for either ROS or POS, the LMC 15-8-3(E) states that a request for ROS is not subject to Planning Commission review. Under the Code, the Planning Commission does not have the ability to change a request from ROS.

Planner Whetstone asked if Mr. Deters knew the conservation easements well enough to say whether a golf course would be allowed on the north parcel. Mr. Deters stated that passive recreation is the terminology in most of the conservation easements. Even the deed restrictions on the parcels call out specifically certain recreation that is passive, as opposed to uses such as amusement parks, etc. He was unsure whether the language specifically calls out a golf course, but he thought it did. Mr. Deters stated that the existing encumbrances of the property remove those possibilities.

Chair Worel opened the public hearing.

There were no comments.

Chair Worel closed the public hearing.

Commissioner Stuard stated that the golf course on the north parcel was his primary concern and he was prepared to move forward.

Commissioner Phillips stated that he was still undecided and needed to be swayed on the Gordo parcel. He was uncomfortable limiting the possibilities for the City with ROS zoning, but he was also uncomfortable with LI zoning in the event that the City may sell the property. It would be difficult to downsize the zoning if that occurred.

Director Eddington clarified that whether it was Light Industrial or Recreation Open Space, a municipal facility would still require a conditional use permit. He pointed out that ROS zoning would provide protection from private possibilities. Commissioner Phillips asked if the Recycling Center could be located there. Director Eddington answered yes, noting that a 501C3 is municipal facilities. Commissioner Phillips was satisfied with the explanation and felt more comfortable about making a decision.

Planner Whetstone noted that the LMC does not have a good definition for essential public municipal facilities services. Part of the future LMC updates would be to draft a clear definition. With the current wording, the Staff was comfortable that a Recycling Center in the ROS zone could be considered for a conditional use permit.

Commissioner Strachan had no concerns. He always believed that ROS was the proper zoning.

Commission Campbell understood that the applicant was requesting LI zoning for the Gordo parcels but the Staff was recommending ROS zoning. Mr. Deters clarified that the applicant agreed with the Planning Staff because ROS was the best way to approach the concerns of the Planning Commission. Mr. Deters believed the next step would be to work through the subdivision process for those small parcels. Commissioner Campbell favored the idea of the same zoning on all the parcels and he liked the idea of the City following the same rules as everyone else.

Commissioner Joyce was pleased that the zoning moved from LI to ROS and he was comfortable moving forward. Commissioner Joyce wanted to know who owns the RD property. Director Eddington stated that it was City-owned property. Commissioner Joyce asked why that property would not be zoned ROS in conjunction with the annexation parcels. Mr. Deters explained that the RD zoned parcels are referred to as the Bango-Whartley parcels. It was a deal from the 1990's and the property was annexed after the City purchased the property. It was originally an affordable housing project and he was unsure how the City got involved. However, the City purchased those parcels as well as the current site of the Water Treatment Plant. Mr. Deters stated that part of the purchase agreement included development parcels and park parcels. When the annexation went through the property was zone RD. He assumed that no one has ever looked at changing it.

Assistant City Attorney noted that the item this evening was the annexation and the associated zoning. She suggested that the Planning Commission could direct the Staff to look at the history of those parcels and provide a report regarding the zoning and how the property was acquired.

Commissioner Joyce understood that it was not part of this discussion. However, he keeps hearing about how the City needs the two Gordo parcels; but no one is paying attention to the property right next to it that is six times larger. He thought there appeared to be a disconnection. Commissioner Joyce was interested in hearing the background and having an answer. In his opinion it should be zoned ROS to be consistent with everything else they were doing in that area unless there was a compelling reason to leave it RD.

Assistant City Attorney McLean noted that the Annexation Agreement needed to be reviewed as part of their recommendation to the City Council this evening. Planner Whetstone stated that the City Council would take final action on the Annexation Agreement. The Staff had added additional language and the applicant had not had the opportunity to review it.

Mr. Deters clarified that he had just received the additional language before the meeting stated. He requested that the Planning Commission wait to take action until he could review the document with their attorney.

Planner Whetstone preferred that the Planning Commission take action this evening to avoid having it come back at another meeting.

Chair Worel asked if the Legal Department had reviewed the new language. Assistant City Attorney McLean explained that she had reviewed the language and believed it reflects the annexation being proposed. However, the applicant, represented by City Staff, needed to speak directly with their legal group. Ms. McLean clarified that she looks at it from a regulatory standpoint and the attorney representing the petitioner needs to review it from their standpoint. She suggested that Mr. Deters could review the document prior to the September 24th meeting and if he requested changes to the annexation agreement, it would be placed on the agenda for the September 24th meeting. If no there were changes the recommendation would go to the City Council.

Mr. Deter stated that as representative of the applicant, he was more comfortable with asking for a Continuance this evening to make sure everyone agreed with the additional language before the Planning Commission forwards a recommendation.

MOTION: Commissioner Strachan moved to CONTINUE the Round Valley Park City Annexation and Zoning Map amendment to September 24, 2014. Commissioner Phillips seconded the motion.

VOTE: The motion passed unanimously.

Park City Planning Commission meeting adjourned at 8:20 p.m.

Approved by Planning Commission: _____

EXHIBIT C

DRAFT

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

ANNEXATION AGREEMENT

THIS ANNEXATION AGREEMENT (this "**Agreement**") is made by and between Park City Municipal Corporation (hereinafter, "**PCMC**" or the "**City**") and Park City Municipal Corporation (Sponsor), Afton Stephen Osguthorpe, and Utah Department of Transportation (UDOT) (hereinafter, "**Petitioners**") to set forth the terms and conditions under which Park City will annex certain land owned by Petitioners (hereinafter, **"Round Valley Park City"** or "**Petitioner's Properties**" or "**Annexation Properties"**), consisting of approximately 1,368 acres and located in unincorporated Summit County, Utah, north of State Road 248, east of Old Ranch Road, west of US 40, and south of the Trailside Neighborhood in unincorporated Summit County. The Round Valley Park City Annexation Properties consist of multiple parcels grouped into a north area and a south area. Both areas are proposed to be annexed into Park City's municipal boundaries. The north area includes the 1,104 acre north Round Valley Open Space parcels. The south area includes the 264 acre south Round Valley Open Space parcels, the 121 acre Osguthorpe owned agricultural fields, and eight small parcels (total of 8.42 acres) located off of SR 248 across from the Quinn's Water Treatment Plant at the intersection of SR 248 and Richardson Flats Road, aka the "Gordo parcels", as depicted on the proposed Annexation Plat (**Exhibit A- annexation plat**).

The north parcels are undeveloped open space consisting of rolling hills, ridges, draws, and a main central valley (Round Valley). Vegetation is primarily sage brush, oak, grasses and other native trees and shrubs. Numerous non-motorized trails have been constructed in the area, utilized by hikers, bikers, runners, snowshoers and skiers. Access to these parcels and trails is from various public trailheads. The south parcels are also undeveloped open space, of similar nature to the north parcels and contain a network of non-motorized public trails, accessed from a trailhead located south of the Park City Quinn's Recreation Complex. Agricultural uses are permitted on the Osguthorpe parcel (subject to a Conservation easement deed and agreement).and will continue to be allowed as an existing non-conforming use within the ROS zone. (**Exhibit B- existing conditions**). Two of the eight "Gordo parcels", located within the south parcel area, are owned by UDOT and are unrestricted, with the remaining six parcels owned by Park City. Four of the City "Gordo parcels" parcels are encumbered with deed restrictions limiting use to recreation open space, as described below. Two of the City "Gordo parcels" are not encumbered with restrictions, as they were purchased by the City, in 2008 for the purpose of land banking the property to allow time for Council to discuss the best potential uses for the land which may include; open space, affordable housing or additional areas needed for current operations on City land, such as recreation and/or public works support.

With the exception of the UDOT parcels and two of the Gordo parcels, the entirety of the Annexation Properties are subject to conservation easements and/or various deed restrictions, as

described below and are intended to stay as open space consistent with applicable restricted covenants and/or funding source. Most of the property has been purchased by Park City as open space with open space funds and is permanently restricted for open space uses as spelled out in each deed restriction and conservation easement (**Exhibit C- conservation easement and deed restricted property**). The annexation does not change or remove any of these existing restrictions or easements.

Together, the annexation of these parcels shall be referred to as the Round Valley Park City Annexation; the petition to annex these parcels shall be referred to as the "Annexation Petition;" and both the north and south areas shall be referred to as the "Annexation Property" or "Annexation Properties." The Round Valley Park City Annexation Petition requests annexation into the corporate limits of Park City and extension of municipal services to the Annexation Property as needed for anticipated future uses. 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 Round Valley Park City Annexation includes the following parcels:

PARK CITY MUNICIPAL CORPORATION LAND, AS FOLLOWS:
SECTION 28, TOWNSHIP 1 SOUTH, RANGE 4 EAST, SALT LAKE BASE & MERIDIAN:
* SUMMIT COUNTY TAX SERIAL NO. SS-59-X (PCMC)
SECTION 33, TOWNSHIP 1 SOUTH, RANGE 4 EAST, SALT LAKE BASE & MERIDIAN:
* SUMMIT COUNTY TAX SERIAL NO. SS-61-X (PCMC)
* SUMMIT COUNTY TAX SERIAL NO. SS-61-C-X (PCMC)
* SUMMIT COUNTY TAX SERIAL NO. SS-61-D-X (PCMC)
* SUMMIT COUNTY TAX SERIAL NO. SS-61-E-X (PCMC)
* SUMMIT COUNTY TAX SERIAL NO. SS-61-F-X (PCMC)
SECTION 34, TOWNSHIP 1 SOUTH, RANGE 4 EAST, SALT LAKE BASE & MERIDIAN:
* SUMMIT COUNTY TAX SERIAL NO. SS-62-A-X (PCMC)
* SUMMIT COUNTY TAX SERIAL NO. SS-62-B-X (PCMC)
* SUMMIT COUNTY TAX SERIAL NO. SS-62-C-X (PCMC)
* SUMMIT COUNTY TAX SERIAL NO. SS-62-D-X (PCMC)
* SUMMIT COUNTY TAX SERIAL NO. SS-62-E-X (PCMC)
* SUMMIT COUNTY TAX SERIAL NO. SS-62-G-X (PCMC)
* SUMMIT COUNTY TAX SERIAL NO. SS-62-A-1-X (PCMC)
* SUMMIT COUNTY TAX SERIAL NO. SS-62-A-1-A-X (PCMC)
SECTION 2, TOWNSHIP 2 SOUTH, RANGE 4 EAST, SALT LAKE BASE & MERIDIAN:
* SUMMIT COUNTY TAX SERIAL NO. SS-92-A-X (U.S.A., INTERIOR DEPT.)
* SUMMIT COUNTY TAX SERIAL NO. SS-92-A-X-X (PCMC)
* SUMMIT COUNTY TAX SERIAL NO. SS-92-A-1-X (UDOT)
* SUMMIT COUNTY TAX SERIAL NO. SS-95-A-X (UDOT)
* SUMMIT COUNTY TAX SERIAL NO. SS-95-B-X (PCMC)
* SUMMIT COUNTY TAX SERIAL NO. SS-95-C-1-X (PCMC)

* SUMMIT COUNTY TAX SERIAL NO. SS-95-C-X (UDOT)
* SUMMIT COUNTY TAX SERIAL NO. SS-95-D-X (PCMC)
* SUMMIT COUNTY TAX SERIAL NO. SS-95-E-X (PCMC)
* SUMMIT COUNTY TAX SERIAL NO. SS-95-1-X (PCMC)
* SUMMIT COUNTY TAX SERIAL NO. SS-95-N-X (PCMC)
- SECTION 3, TOWNSHIP 2 SOUTH, RANGE 4 EAST, SALT LAKE BASE & MERIDIAN:
* SUMMIT COUNTY TAX SERIAL NO. SS-97-A-1-X (PCMC)
* SUMMIT COUNTY TAX SERIAL NO. SS-98 (STEPHEN A. OSGUTHORPE, TRUSTEE)

WHEREAS, in furtherance of the foregoing, the Petitioners desire to annex the Round Valley Park City property 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 March 11, 2013. The Annexation Petition was accepted by the City Council on March 21, 2013, and certified by the City Recorder on April 22, 2013. The first public hearing was conducted by the Planning Commission on February 26, 2014. A subsequent public hearing was conducted by the Planning Commission on August 27, 2014 and a recommendation was forwarded to the City Council on September 24, 2014.

WHEREAS, in connection with the Round Valley Park City Annexation, the entire Annexation Property is proposed to be zoned Recreation Open Space (ROS). The purpose of the ROS zone is to establish and preserve open space areas, covered with vegetation and substantially free from structures, streets, and parking lots. The ROS zone permits as allowed, and as conditional, recreational uses, such as trails and trailheads; outdoor recreation equipment; essential municipal public utility use, service or structures; accessory buildings; agricultural and conservation activities; raising and grazing of horses and livestock; and a wide variety of recreation facilities. The ROS zoning district is more fully described in the City's Land Management Code, Section 15-2.7.

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 Round Valley Park City Annexation shall be as follows:

1. **Property.** The Round Valley Park City Annexation Properties to be annexed consist of approximately 1,368 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 on Sheet Two.

2. **Zoning.** Upon Annexation, the Round Valley Park City parcels will be zoned Recreation Open Space (ROS) and Frontage Protection Zone (FPZ), for those properties with frontage on State Road 248. The official zoning map of Park City shall be amended to include these properties and zoning designations (see **Exhibit D- Zoning Map amendment**).

3. **Subdivision; Density and Phasing.** With the exception of the UDOT parcels and Parcels SS-95-I-X and SS-95-B-X, the two one acre City owned "Gordo parcels", the Annexation Property is subject to various deed restrictions and/or Conservation Easements described below.

Uses of the Park City Round Valley Annexation Properties must comply with the ROS zoning and existing deed restrictions and conservation easements on record with Summit County. Future development of the unrestricted City and UDOT "Gordo parcels" may require a separate Subdivision Plat depending on the uses proposed and whether future building permits require legally platted lots. Uses consistent with the ROS zone, including Essential Municipal Public Utility, Use, Facility, Service, and Structures, shall be permitted subject to approval of a Conditional Use Permit, as required by the Land Management Code. Further restrictions of the property may be included in the conditions of approval of any required Subdivision plat and/or Conditional Use Permit.

The land use development of the Property shall be governed by this Annexation Agreement, all existing and recorded deed restrictions and conservation easements described herein, the ROS and FPZ zoning designation provided herein, and by any required Subdivision Plat conditions of approval.

Construction and alignment of any required sanitary sewer line extensions and any required storm water detention facilities shall be established as part of any required Subdivision Plat for the Property (to be as accepted by the City and filed in the official real estate records of Summit County, Utah, the "**Subdivision Plat**"). The preferred alignment of any required sanitary sewer and/or on-site storm water detention facilities, or alternatives, as approved by the Park City Engineer, shall be that alignment and/or location 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 and City Engineer. The timing for construction of storm water detention facilities shall be determined by the City Engineer, (the "**Storm Detention Facilities**"). Maintenance of on-site storm water detention facilities will be the responsibility of the Property Owner.

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 Subdivision Plat review and approval process (the "Public Improvements"), shall be conveyed and dedicated to the City, for public purposes.

4. Trails and Sidewalks. Any obligations or guarantees with respect to the construction of trails and sidewalks on the Property shall be consistent with the City's Trails Master Plan.

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 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. No public streets are proposed to be constructed on any of the Petitioner's Property. Any roads incorporated as part of this annexation will remain under their current jurisdiction. Any changes to road ownership must follow a separate process as defined in the state statutes.

7. **Water Rights.** Pursuant to the Annexation Petition Report (**Exhibit E- annexation petition report**) known water rights associated with the Annexation Properties are limited to the Osguthorpe Parcel (SS-98-X) with 102 acre feet within an 1878 priority. The Osguthorpe Parcel was placed in a conservation easement in 2010, removing development rights and ensuring agricultural use of the property. Park City Municipal Corporation has first right of refusal for purchase or lease of the property.

8. **Affordable Housing Requirement**. Affordable/employee housing shall be provided in a manner consistent with the City's Affordable Housing Resolution 20-07 to be determined at the time any required Subdivision Plat is approved by the City Council depending on uses proposed.

9. **Sustainable Development requirements**. All construction within any required Subdivision shall utilize sustainable site design, development and building practices and otherwise comply with requirements of the ROS Zone.

10. **Planning Review Fees.** Property Owners within the Annexation Property shall be responsible for all standard and customary fees, including generally-applicable planning, building, subdivision and construction inspection fees imposed by the City in accordance with the Park City Land Management Code, Park City Administrative Policy and the Park City Municipal Code.

11. **Impact and Building Fees.** Lot owners of lots within any future 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, unless such fees are waived by the City Council or City Manager. Ownership of water rights shall not change the application of the Impact Fee Ordinance to the Property.

12. **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 or trails unless such sidewalks or trails are classified as part of a community trail system and incorporated into the City wide snow removal program.

13. **Fiscal Impact Analysis.** The revised Annexation Report, prepared by Alliance Engineering for the Petitioners, dated June 17, 2013, included a Fiscal Impact Analysis that has been reviewed by the Planning Staff and Planning Commission. The Fiscal Impact Analysis concludes that the Annexation will not alter any existing or projected demographic or economic conditions in the Park City area, or within the Annexation Properties, as there is no population or economic base within the Annexation Properties at the time of this annexation. Projected revenue as a result of this annexation is negligible as no revenue generating activities are proposed. The annexation will not result in an overall negative impact on the City or School District.

14. **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.

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

16. Real Covenant, Equitable Servitude. This Annexation Agreement constitutes a real covenant and an equitable servitude on the Properties. 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.

17. 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 Petitioners 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, Petitioners 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. 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.

18. 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.

19. 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 Annexation Properties into the City. Only a written instrument signed by all Parties, or their successors or assigns, may amend this Annexation Agreement.

20. 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.

21. Vested Rights. Subject to the provisions of this Agreement, Petitioners (or their assigns) shall have the right to propose future uses, whether allowed or conditioned uses, in accordance with this Annexation Agreement, all existing or future deed restrictions and conservation easements as described herein, the ROS Zoning, and where applicable the Frontage Protection Zoning (FPZ), Regulations in

effect at the time any proposal for future use is submitted to the City, and any conditions of approval of a Subdivision Plat, if such plat is required, subject to and in compliance with other applicable ordinances and regulations of Park City.

22. **Nature of Obligations of Petitioners**. Petitioners are 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.

23. **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 _____ day of _____, 2014.

(Signatures begin on following page)

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

By: _____
Jack Thomas, Mayor

Dated this _____ day of _____, 2014.

ATTEST: City Clerk

By: _____
Marci Heil, City Recorder

Dated this _____ day of _____, 2014.

APPROVED AS TO FORM:

_____
Mark Harrington, City Attorney

Dated this _____ day of _____, 2014.

Park City Municipal Corporation, Petitioner

By: _____

Name: _____
_____

Dated this____ day of _____, 2014

Acknowledgement (notary)

Afton Stephen Osguthorpe Family Trust, Petitioner

By: _____

Name: _____
_____

Dated this____ day of _____, 2014

Acknowledgement (notary)

UDOT, Petitioner

By: _____

Name: _____
_____

Dated this____ day of _____, 2014

Acknowledgement (notary)

Exhibits (see staff report for these exhibits- will be attached to Annexation Agreement for publication and recordation)
A. Annexation Plat and Legal Descriptions
B. Existing Conditions Map
C. Conservation Easement and Deed Restricted Property Map
D. Zoning Map Amendment
E. Annexation Petition Report

EXHIBIT A
TO
ANNEXATION AGREEMENT

[Attach Annexation Plat and Legal Descriptions]

EXHIBIT B
TO
ANNEXATION AGREEMENT
[Attach Existing Conditions Map]

EXHIBIT C
TO
ANNEXATION AGREEMENT

[Conservation Easement and Deed Restricted Property Map and List]

EXHIBIT D
TO
ANNEXATION AGREEMENT
[Attach Zoning Map Amendment]

EXHIBIT E
TO
ANNEXATION AGREEMENT
[Attach Annexation Petition Report]

Planning Commission
Staff Report

PLANNING DEPARTMENT

Subject: **Thaynes Creek Ranch Estates Phase II**
Date: **September 24, 2014**
Author: **Kirsten Whetstone, Senior Planner**
Project Number: **PL-14-02427**
Type of Item: **Subdivision plat**

Summary Recommendations

Staff recommends the Planning Commission conduct a public hearing, consider any input, and consider forwarding a positive recommendation to City Council to approve the Thaynes Creek Ranch Estates Phase II subdivision plat based on the findings of fact, conclusions of law, and conditions of approval as stated in the draft ordinance.

Staff reports reflect the professional recommendation of the Planning Department. The Planning Commission, as an independent body, may consider the recommendation but should make its decisions independently.

Description

Project Name:	Thaynes Creek Ranch Estates Phase II
Applicant:	Franklin D. Richards Jr. Family Trust, owner
Representative:	Steve Schueler, Alliance Engineering
Location:	510 Payday Drive
Zoning:	Single Family (SF)
Neighboring Land Uses:	Single family residential subdivisions of Thayne's Canyon, Thayne's 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 second and final phase of the Thaynes Creek Ranch Estates subdivision. This phase consists of three (3) single family lots and one (1) non-residential parcel on approximately 9.28 acres. The lots are consistent with the preliminary plat approved with the Richards/PCMC Annexation. All lots have frontage on and will access Country Lane, an existing private street platted with the first phase of Thayne's Creek Ranch Estates subdivision (see Exhibit A- proposed subdivision plat).

Background

On February 7, 2012, the applicant 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 subdivision plat, known as Thayne's Creek Ranch Estates Phase One Subdivision, was approved by City Council on October 3, 2013. The subdivision plat was recorded at Summit County on December 19, 2013 (Exhibit E- Thayne's Creek Ranch Estates Phase I Subdivision plat).

On July 9, 2014, an application for a final subdivision plat for the Thaynes Creek Ranch Estates Phase II was submitted to the Planning Department (see Exhibit A). The application for the final three lots was determined to be complete on July 21, 2014.

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 three lot single family subdivision on 9.28 acres as the second and final phase of a seven (7) residential lot single family equestrian subdivision on a total of 13.75 acres. The existing house and guest house are located on Lot 5, along with several out buildings. Lots 6 and 7 are vacant single family development lots. Lot 8 is identified as a non-residential parcel that is to be an HOA owned common parcel for an existing riding arena. The total density for the entire project is seven (7) residential lots on 13.75 acres (0.51 units per acre). The SF zone allows up to 3 units per acre. The HOA lot has no density assigned or allowed.

Analysis

Land Use and Density

The current application consists of three (3) single family lots on approximately nine (9) acres; a non-residential lot for the existing riding arena to be owned in common by the HOA; and various easements for utilities, water conveyance, snow storage, and access, including the access easement for an adjacent property owner to gain access to Payday Drive. The private street, Country Lane, is not part of this plat as it was platted with Phase One.

The proposed plat includes plat notes addressing conditions of approval consistent with the Richards/PCMC Annexation, consistent with the preliminary plat and Phase One plat. Lot 5 is 2.70 acres, Lot 6 is 2.73 acres, and Lot 7 is 3.21 acres. The non-residential lot, Lot 8, is 0.64 acres. Staff recommends a condition of approval that Lot 8 being renamed on the final plat as Parcel 8 and clearly noted as a non-residential parcel.

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 0.35 units per acre (not including 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 Thayne's Canyon, Iron Mountain, and Aspen Springs, as reviewed at the time of the Annexation.

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 6 and 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.

Lot 5 contains an existing single family house, a guest house, and three out buildings (a storage shed and two barns). These structures may remain. The guest house and storage shed are located on the eastern perimeter property line and have non-conforming setbacks. The structures were built in the 70s under Summit County regulations. Staff recommends a condition of approval that if either of these structures is demolished or added on to that all new construction shall meet the setbacks of the LMC in effect at the time of building permit application for the new construction.

The Applicant has satisfied the affordable housing requirement by paying a fee in-lieu, as approved by the Park City Housing Authority, to satisfy the required 0.9 AUE (810 sf). The fee was paid to the City prior to issuance of building

permits for two lots under construction in Phase One.

The proposed lots are sufficient in area to allow horses, as permitted by the SF zoning district. The SF district allows a maximum of 2 horses per acre. The Annexation Agreement permitted an owner to submit an administrative Conditional Use Permit for raising and grazing of horses on these lots with review by the Planning Director. An animal management plan is required to be submitted with an administrative Conditional Use Permit application prior to commencing the raising and grazing of horses. Barns are required to be a minimum of 75' from any residential dwelling unit. Administrative CUPs require notice to adjacent neighbors prior to approval.

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 5, 6, and 7 is 4,150 square feet. 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 three lots in this second phase. The plat identifies a separate maximum building footprint of 1,300 square feet for barns located on Lots 6 and 7. Lot 5 already includes a house, guest house, storage shed, and two barns.

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 LOD area (including house and barn footprints, paved driveways, patios and other hardscape, and irrigated landscaping) for Lots 5, 6 and 7 is restricted to a maximum of 45% of the Lot Area, consistent with the preliminary plat and the plat for the first phase. Area necessary for utility installation is excluded from the maximum LOD area calculation and if utility installation is within the pasture areas it shall be re-vegetated with like pasture vegetation.

Designated “no-building zones” and wetland buffer areas shall not be impacted or disturbed by construction activities, with the exception of approved utilities, irrigation facilities, and fence installations and repairs. Use of these areas by horses is subject to an Administrative Conditional Use permit and Animal Management Plan.

Maximum irrigated area for Lots 6 and 7 is proposed at 16,000 square feet, which is consistent with the irrigated area allowed on Lots 1 and 2 of the first phase. All landscaped areas must comply with the City’s Landscape Ordinance (LMC Section 5-5-M). Staff recommends that finished landscaping and patio areas shall 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 landscape may be irrigated using private water shares, however the full water impact fees for the total finished landscape 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 with in the pasture areas, subject to irrigation using private water shares.

Lot 6 includes a platted no-build area that consists of the easterly eighty (80’) feet of the lot. The construction of a barn and house must be located west of the no build area. There is an existing hay barn on Lot 6 located within the no-build area that may remain. Lot 7 includes a platted no-build zone that consists of the northern most 336’ of the lot. Maximum LOD area (including building and barn footprints, paved driveways, patios and hardscape, and all finished irrigated landscaping) for Lots 5, 6, and 7 is restricted to 45% of the Lot Area. No new construction is permitted within the no-build area or within the wetland buffer areas.

<u>Access</u>
Access to the Richards property is from Payday Drive at the existing driveway to the Richards farm at 510 Payday Drive. Lots 5, 6, and 7 have frontage on Country Lane, a private street platted with the Phase One plat. Each lot is allowed a maximum driveway width of fifteen feet, measured at the property line with 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 6 and 7 as far west as possible.

<u>Roads and Utilities</u>
Country Lane provides access to Lots 5, 6 and 7. This private street was platted with the first phase and has been constructed in the location of the driveway to the Richards property.

A 20’ sanitary sewer access easement is identified within the ROW area for

Country Lane 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 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.

Affordable Housing

Consistent with the Annexation Agreement, affordable housing has been addressed, 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. The applicant satisfied the entire affordable housing obligation by paying in-lieu fees prior to issuance of the first building permit as allowed by the Park City Housing Authority.

Environmental

Wetland areas have been officially delineated (mapping was reviewed during the annexation). The plat identifies the 50' wetlands protection buffer area on Lots 5, 6, 7, and 8. No structures or construction are permitted in these buffer areas.

The easterly eighty (80') of Lot 6 and the northern most three hundred and thirty-

six feet (336') of Lot 7, the areas adjacent to the City's open space parcels along Highway 224, are 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.

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. will be protected from development consistent with the Annexation Agreement.

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 5, 6, and 7 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 Lot 5 that includes an existing guest house, storage shed, and two barns.

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.
Front setback	20' (25' to front facing garage)	Minimum of 20' (25' for front facing garages)
Rear setback	15'	Minimum of 15' (80' if subject to a "no-building zone" on Lot 6 and 336' if subject to a "no- building zone" on Lot 7). Existing shed and guest house on Lot 5 have 1'-3' rear setbacks and exist as non-complying structures with regard to the rear setback.)
Side setbacks	12'	Minimum of 12'
Density	Three (3) dwelling units per acre.	Three dwelling units on 8.64 acres (0.35 units per acre not including Lot 8 and 0.32 units per acre including Lot 8).
Maximum footprint	No maximum stated in zone.	4,150 sf for Lots 5, 6, and 7- including house and garage. 1,300 sf for each barn on Lots 6 and 7 (Lot 6 also includes an existing 1,585 sf hay barn that may remain). Lot 5 also includes an existing guest house (1,398 sf), a shed (2,349 sf), and two barns (2,203 sf and 1,690 sf) that may remain.
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 Planning Commission may forward a positive recommendation to City Council to approve the Thaynes Creek Ranch Estates Phase II subdivision plat as conditioned or amended, or
- The Planning Commission may forward a negative recommendation to deny the subdivision plat and direct staff to make findings for this decision, or
- The Planning Commission may continue discussion and action on the subdivision plat to a future date.

Notice
On September 9, 2014, the property was posted and notice was mailed to property owners within 300 feet. Legal notice was published in the Park Record on September 6, 2014.

Public Input
Staff received two phone calls requesting additional information regarding the plat and location of future houses. 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
Approval of this subdivision by the City Council would constitute Final Action that may be appealed following the procedures found in LMC 15-1-18.

Summary Recommendations
Staff recommends the Planning Commission conduct a public hearing, consider any input, and consider forwarding a positive recommendation to City Council to approve the Thaynes Creek Ranch Estates Phase Two subdivision plat based on the findings of fact, conclusions of law, and conditions of approval as stated in the draft ordinance.

Exhibits
Ordinance

Exhibit A- Proposed Subdivision plat
Exhibit B- Aerial Vicinity Map
Exhibit C- Annexation Agreement
Exhibit D- Preliminary Subdivision plat
Exhibit E- Surrounding lot comparison
Exhibit F- Utility plan
Exhibit G- Fencing plan

Ordinance 14-

AN ORDINANCE APPROVING THE THAYNES CREEK RANCH ESTATES PHASE 2 SUBDIVISION 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 Phase 2 subdivision plat for three (3) single family lots and one common non-residential lot for an existing riding arena; 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, building massing and footprint 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; and

WHEREAS, on June 17, 2013, an application for a final subdivision plat for the first four lots was submitted to the Planning Department. The subdivision plat, known as Thayne's Creek Ranch Estates Phase One Subdivision, was approved by City Council on October 3, 2013. The subdivision plat was recorded at Summit County on December 19, 2013; and

WHEREAS, on September 6, 2014 proper legal notice was published in the Park Record, according to the Land Management Code of Park City; and

WHEREAS, on September 9, 2014, the property was properly noticed and posted according to the requirements of the Land Management Code; and

WHEREAS, the Planning Commission held a public hearing on September 24, 2014, to receive input on the subdivision; and

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

WHEREAS, on October __, 2014, the City Council held a public hearing on the Thaynes Creek Ranch Estates Phase 2 subdivision; and

WHEREAS, it is in the best interest of Park City, Utah to approve the Thaynes Creek Ranch Estates Phase 2 Subdivision 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 Phase 2 subdivision, 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 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. The driveway has been improved to a private street known as Country Lane.
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 two plat is consistent with the preliminary subdivision plat and consists of four (4) lots. Three of the lots are single family development lots and one lot is a common, non-residential lot for the existing riding arena.
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. The subdivision creates non-conforming rear setbacks for an existing outbuilding and a guest house on Lot 5.
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). The affordable housing obligation has been satisfied with payment of an in-lieu fee as approved by the Park City Housing Authority.
12. Land uses proposed in the second phase subdivision include three single family lots and one lot to be dedicated to the HOA for common recreation facilities, such as the existing riding arena. Only one single family home and one barn are permitted to be constructed on each of Lots 6 and 7. Lot 6 contains an existing hay barn that may remain. Lot 5 contains an existing house, a guest house, a storage shed, and two barns that may remain.
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 6 and 7 allows only those uses permitted by the Deed of Conservation Easement.
15. 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.
16. Areas of wetlands and irrigation ditches, and any required setbacks from these areas for the private road were identified during the annexation.
17. The proposed subdivision is outside the City's Soils Ordinance District.
18. 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. Delineated wetland buffer areas are shown on the plat.
19. 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 areas for protection of the City's Open Space and wetland buffer areas, and is consistent with the approved the Richards/PCMC Annexation Agreement and preliminary subdivision plat.
20. The findings in the Analysis section are incorporated herein.

<u>Conclusions of Law</u>

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 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 has been provided to the City for public improvements. A portion of the guarantee, to be determined by the City Engineer, 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 second phase subdivision is three (3) single family dwelling units and that no lot shall be further subdivided to increase the overall density of the subdivision. Lot 8 (to be renamed Parcel 8) is not a residential building lot and shall be dedicated to the Thaynes Creek Ranch Estates HOA as a common recreation parcel that may contain the existing riding arena, a storage area, and other associated uses identified in the CCRs. Barns shall not be used for human occupation.

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 and shall be consistent with the fencing plan approved with the preliminary plat.
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 located on either the Phase One or Phase Two plats.
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. 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.
18. A note shall be added to the final subdivision plat indicated that barns may not be used for human occupation.
19. 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.
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. 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.
22. Modified 13-D residential fire sprinklers are required for all new construction as required by the Chief Building Official.
23. The plat shall note that Lots 5, 6 and 7 are restricted to a maximum house building footprint of 4,150 sf, including the garage. Barn footprints are restricted to a maximum of 1,300 sf for Lots 6 and 7. Lot 5 has an existing single family house (3,906 sf footprint), an existing guest house (1,398 sf footprint), a shed (2,349 sf footprint), and two barns (2,203 sf and 1,690 sf)

that may remain. Lot 6 has an existing hay barn with a 1,585 sf footprint that may remain in addition to the allowed 1,300 sf barn. All new construction shall meet LMC lot and site requirements in effect at the time of the building permit and shall comply with these plat notes.

24. Maximum irrigated area for finished landscape (excluding pasture areas irrigated with private irrigation shares) is 16,000 sf for Lots 6 and 7. 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.
25. Maximum LOD area (including house and barn footprints, paved driveways, patios and other hardscape, and irrigated landscaping) for Lots 5, 6 and 7 is restricted to a maximum of 45% of the Lot Area. Area necessary for utility installation is excluded from the maximum LOD area calculation and if utility installation is within the pasture areas it shall be re-vegetated with like pasture vegetation. Designated “no-building zones” and wetland buffer areas shall not be impacted or disturbed by construction activities, with the exception of necessary utilities, irrigation facilities, and fence installation and repairs. Use of these areas by horses is subject to an Administrative Conditional Use permit and Animal Management Plan.
26. All new construction on Lot 5 shall comply with the Land Management Code in effect at the time of building permit application for the new construction.
27. Lot 8 shall be renamed on the final plat as Parcel 8 and clearly noted as a non-residential parcel.

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

PASSED AND ADOPTED this ___ day of _____, 2014.

PARK CITY MUNICIPAL
CORPORATION

_____
Jack Thomas, MAYOR

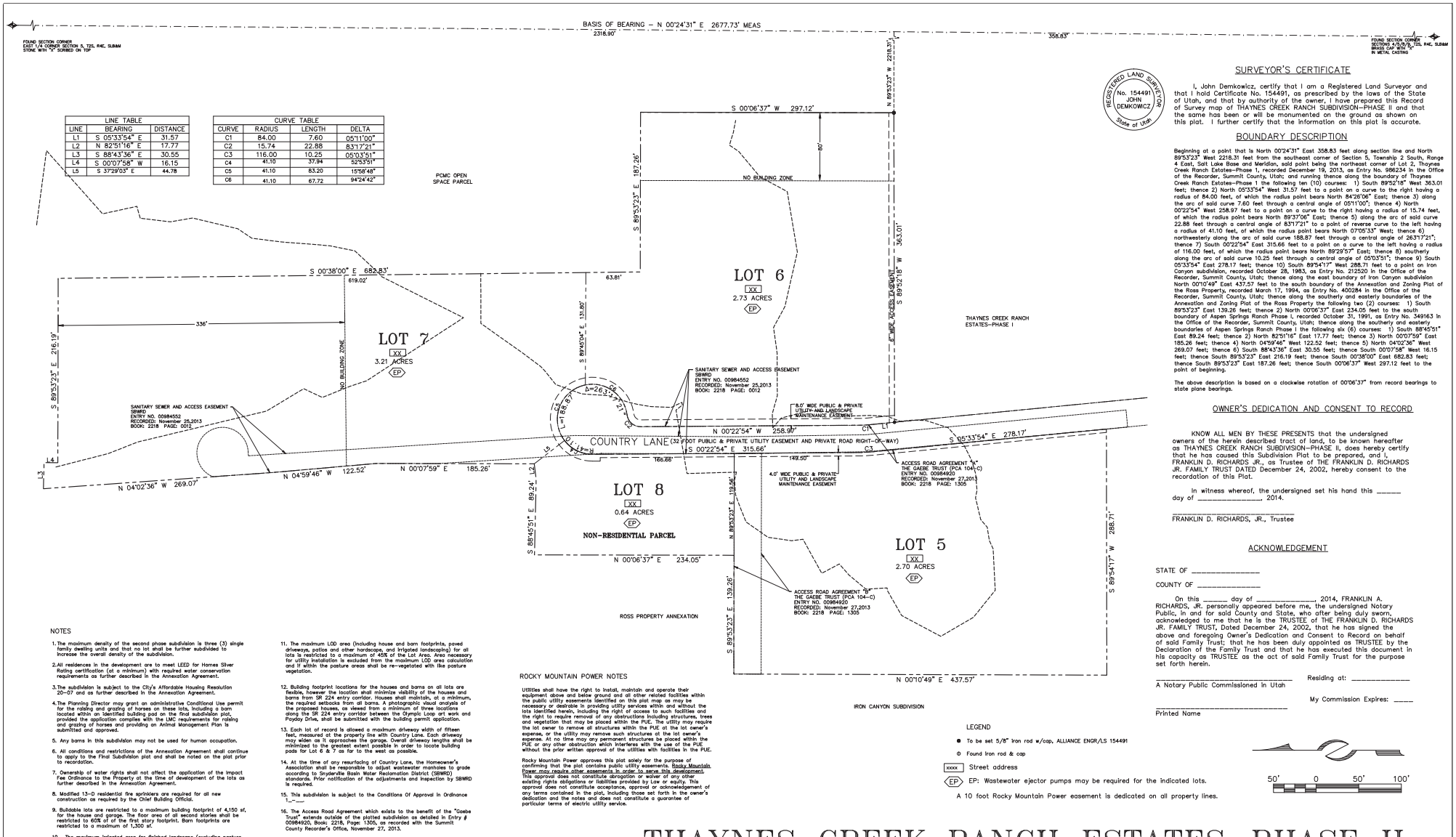
ATTEST:

_____
Marci Heil, City Recorder

APPROVED AS TO FORM:

_____
Mark Harrington, City Attorney

EXHIBIT A



LINE TABLE		
LINE	BEARING	DISTANCE
L1	S 05°33'54" E	31.57
L2	N 82°51'16" E	17.77
L3	S 88°43'36" E	30.55
L4	S 00°07'58" W	16.15
L5	S 37°29'03" E	44.78

CURVE TABLE			
CURVE	RADIUS	LENGTH	DELTA
C1	84.00	7.60	05°11'00"
C2	15.74	22.88	83°17'21"
C3	116.00	10.25	05°03'51"
C4	41.10	37.94	52°53'51"
C5	41.10	83.20	115°98'48"
C6	41.10	67.72	94°24'42"

SURVEYOR'S CERTIFICATE

REGISTERED LAND SURVEYOR No. 154491 JOHN DEMKOWICZ State of Utah

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 II and that the same has been or will be monumented on the ground as shown on this plat. I further certify that the information on this plat is accurate.

BOUNDARY DESCRIPTION

Beginning at a point that is North 00°24'31" East 358.83 feet along section line and North 89°53'23" West 2218.31 feet from the southeast corner of Section 5, Township 2 South, Range 4 East, Salt Lake Base and Meridian, said point being the northeast corner of Lot 2, Thaynes Creek Ranch Estates–Phase 1, recorded December 19, 2013, as Entry No. 986234 in the Office of the Recorder, Summit County, Utah; and running thence along the boundary of Thaynes Creek Ranch Estates–Phase 1 the following ten (10) courses: 1) South 89°52'18" West 363.01 feet; thence 2) North 05°33'54" West 31.57 feet to a point on a curve to the right having a radius of 84.00 feet, of which the radius point bears North 84°26'06" East; thence 3) along the arc of said curve 7.60 feet through a central angle of 05°11'00"; thence 4) North 00°22'54" West 258.97 feet to a point on a curve to the right having a radius of 15.74 feet, of which the radius point bears North 89°37'06" East; thence 5) along the arc of said curve 22.88 feet through a central angle of 83°17'21" to a point of reverse curve to the left having a radius of 41.10 feet, of which the radius point bears North 07°05'33" West; thence 6) northwesterly along the arc of said curve 188.87 feet through a central angle of 263°17'21"; thence 7) South 00°22'54" East 315.66 feet to a point on a curve to the left having a radius of 116.00 feet, of which the radius point bears North 89°29'57" East; thence 8) southerly along the arc of said curve 10.25 feet through a central angle of 05°03'51"; thence 9) South 05°33'54" East 278.17 feet; thence 10) South 89°54'17" West 288.71 feet to a point on Iron Canyon subdivision, recorded October 28, 1983, as Entry No. 212520 in the Office of the Recorder, Summit County, Utah; thence along the east boundary of Iron Canyon subdivision North 00°10'49" East 437.57 feet to the south 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 the southerly and easterly boundaries of the Annexation and Zoning Plat of the Ross Property 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 the south boundary of Aspen Springs Ranch Phase I, recorded October 31, 1991, as Entry No. 349163 in the Office of the Recorder, Summit County, Utah; thence along the southerly and easterly boundaries of Aspen Springs Ranch Phase I 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; thence South 00°07'58" West 16.15 feet; thence 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 297.12 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 II, does 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 _____, 2014.

_____
FRANKLIN D. RICHARDS, JR., Trustee

ACKNOWLEDGEMENT

STATE OF _____

COUNTY OF _____

On this _____ day of _____, 2014, 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 Owner's 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

NOTES

1. The maximum density of the second phase subdivision is three (3) single family dwelling units and that no lot shall be further subdivided to increase the overall density of the subdivision.
2. All residences in the development are to meet LEED for Homes Silver Rating certification (at a minimum) with required water conservation requirements as further described in the Annexation Agreement.
3. The subdivision is subject to the City's Affordable Housing Resolution 20–07 and as further described in the Annexation Agreement.
4. 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.
5. Any barns in this subdivision may not be used for human occupation.
6. 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.
7. 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.
8. Modified 13–D residential fire sprinklers are required for all new construction as required by the Chief Building Official.
9. Buildable lots are restricted to a maximum building footprint of 4,150 sf, for the house and garage. The floor area of all second stories shall be restricted to 60% of of the first story footprint. Barn footprints are restricted to a maximum of 1,300 sf.
10. The maximum irrigated area for finished landscape (excluding pasture areas irrigated with private irrigation shares) is 16,000 sf per lot, non–transferable. 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.
11. The maximum LOD area (including house and barn footprints, paved driveways, patios and other hardscape, and irrigated landscaping) for all lots is restricted to a maximum of 45% 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.
12. Building footprint locations for the houses and barns on all lots 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.
13. Each lot of record is allowed a maximum driveway width of fifteen feet, measured at the property line with 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 Lot 6 & 7 as far to the west as possible.
14. At the time of any resurfacing of Country Lane, the Homeowner's Association shall be responsible to adjust wastewater manholes to grade according to Snyderville Basin Water Reclamation District (SBWRD) standards. Prior notification of the adjustments and inspection by SBWRD is required.
15. This subdivision is subject to the Conditions Of Approval In Ordinance _–__
16. The Access Road Agreement which exists to the benefit of the "Gaebe Trust" extends outside of the platted subdivision as detailed in Entry # 00984920, Book: 2218, Page: 1305, as recorded with the Summit County Recorder's Office, November 27, 2013.
17. A Sewer Easement at Thaynes Creek Ranch Estates exists to the benefit of the Snyderville Basin Reclamation District, Entry # 00984552, Book: 2218, Page: 0012, as recorded with the Summit County Recorder's Office, November 25, 2013.

ROCKY MOUNTAIN POWER NOTES

Utilities shall have the right to install, maintain and operate their equipment above and below ground and all other related facilities within the public utility easements identified on this plat map as may be necessary or desirable in providing utility services within and without the lots identified herein, including the right of access to such facilities and the right to require removal of any obstructions including structures, trees and vegetation that may be placed within the PUE. The utility may require the lot owner to remove all structures within the PUE at the lot owner's expense, or the utility may remove such structures at the lot owner's expense. At no time may any permanent structures be placed within the PUE or any other obstruction which interferes with the use of the PUE without the prior written approval of the utilities with facilities in the PUE.

Rocky Mountain Power approves this plat solely for the purpose of confirming that the plat contains public utility easements. Rocky Mountain Power may require other easements in order to serve this development. This approval does not constitute abrogation or waiver of any other existing rights obligations or liabilities provided by Law or equity. This approval does not constitute acceptance, approval or acknowledgement of any terms contained in the plat, including those set forth in the owner's dedication and the notes and does not constitute a guarantee of particular terms of electric utility service.

LEGEND

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

A 10 foot Rocky Mountain Power easement is dedicated on all property lines.

50' 0 50' 100'

THAYNES CREEK RANCH ESTATES–PHASE II

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

SHEET 1 OF 1

9/17/14 JOB NO.: 1–6–14 FILE: X:\ThaynesCanyon–apm\dwg\sr\plat2014\010514.dwg

(435) 649–9467
Alliance Engineering
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 _____, 2014 A.D.
BY _____
S.B.W.R.D.

PLANNING COMMISSION
APPROVED BY THE PARK CITY PLANNING COMMISSION THIS ____ DAY OF _____, 2014 A.D.
BY _____
CHAIR

ENGINEER'S CERTIFICATE
I FIND THIS PLAT TO BE IN ACCORDANCE WITH INFORMATION ON FILE IN MY OFFICE THIS _____ DAY OF _____, 2014 A.D.
BY _____
PARK CITY ENGINEER

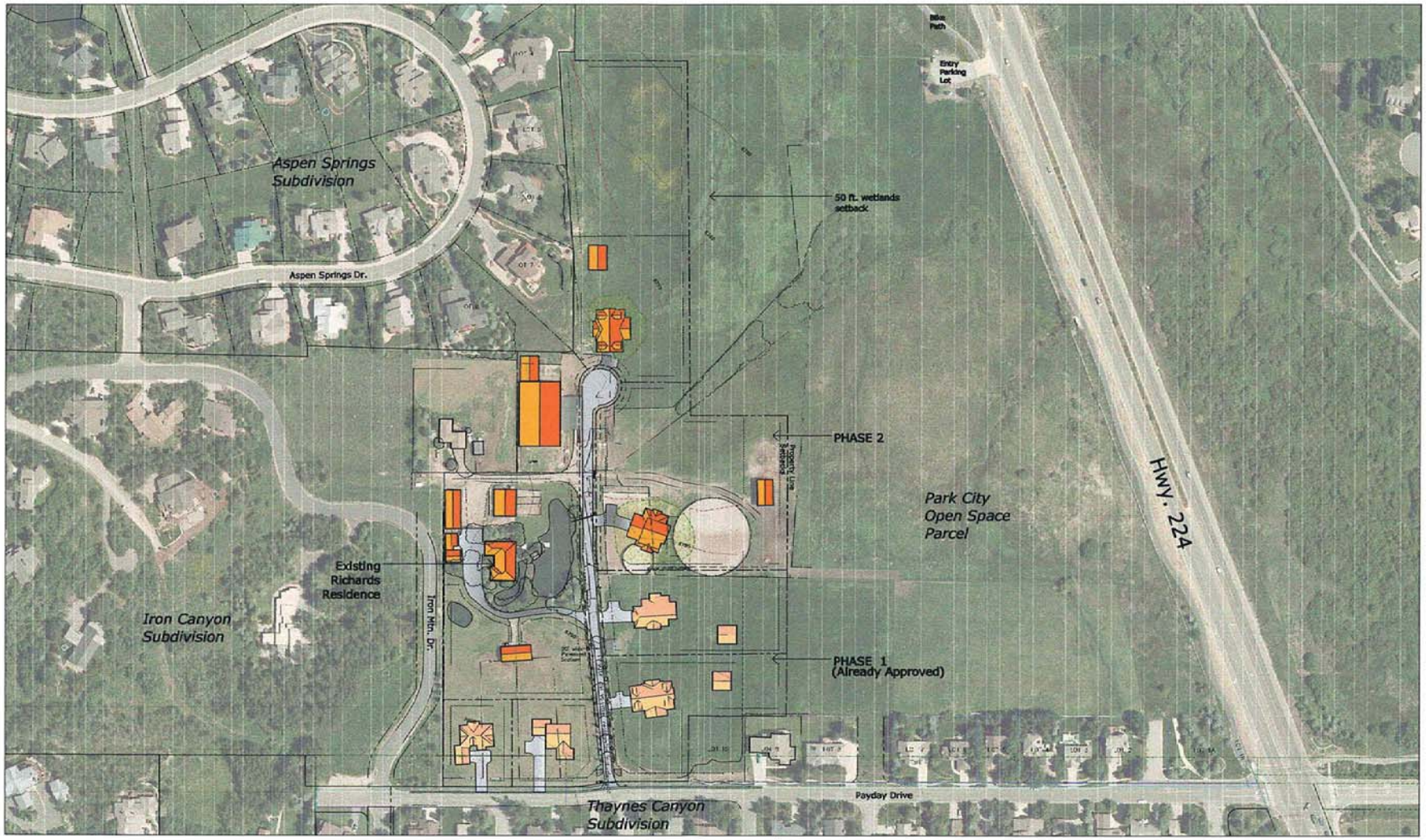
APPROVAL AS TO FORM
APPROVED AS TO FORM THIS _____
DAY OF _____, 2014 A.D.
BY _____
PARK CITY ATTORNEY

CERTIFICATE OF ATTEST
I CERTIFY THIS RECORD OF SURVEY MAP WAS APPROVED BY PARK CITY COUNCIL THIS _____ DAY OF _____, 2014 A.D.
BY _____
PARK CITY RECORDER

COUNCIL APPROVAL AND ACCEPTANCE
APPROVAL AND ACCEPTANCE BY THE PARK CITY COUNCIL THIS _____ DAY OF _____, 2014 A.D.
BY _____
MAYOR

RECORDED
STATE OF UTAH, COUNTY OF SUMMIT, AND FILED AT THE REQUEST OF _____
DATE _____ TIME _____
_____ _____ _____
ENTRY NO. FEE RECORDER

EXHIBIT B



RECEIVED
JUL 09 2014
PARK CITY PLANNING DEPT.

EXHIBIT C

STATE OF UTAH

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.

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 un-platted 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

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, Mayor

Dated this 4 day of MARCH, 2013.

ATTEST: City Clerk

By: _____
Janet Scott, City Recorder

Dated this 4 day of MARCH, 2013.

APPROVED AS TO FORM:

_____
~~Thomas A. Daley, Sr., Deputy~~ City Attorney
MARK HARRINGTON

Dated this 4 day of MARCH, 2013.

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

By: _____

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

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 this plat accurately describes and illustrates the boundary as prescribed within the boundary of the RICHARDS/PCMC ANNEXATION petition.

John Demkowicz LS 154491 — Date 3.4.2013

REGISTERED LAND SURVEYOR No. 154491 JOHN DEMKOWICZ State of Utah

BOUNDARY DESCRIPTION

PARCEL 1 (RICHARDS)

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 188.3' 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, at 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°28'00" to a point of reverse curve to the right having a radius of 292.50 feet, at which the radius point bears North 10°18'23" West, thence 3) westerly along the arc of said curve 53.26 feet through a central angle of 10°28'00", 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, 1985, as Entry No. 212520 in the office of the recorder, Summit County, Utah, thence along said subdivision boundary North 00°10'49" East 289.65 feet to a point on the southerly boundary of the Annexation and Zoning Plat of the Pace Property, recorded March 17, 1994, as Entry No. 400264 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. 349563 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 165.26 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 218.19 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 15.75 acres.

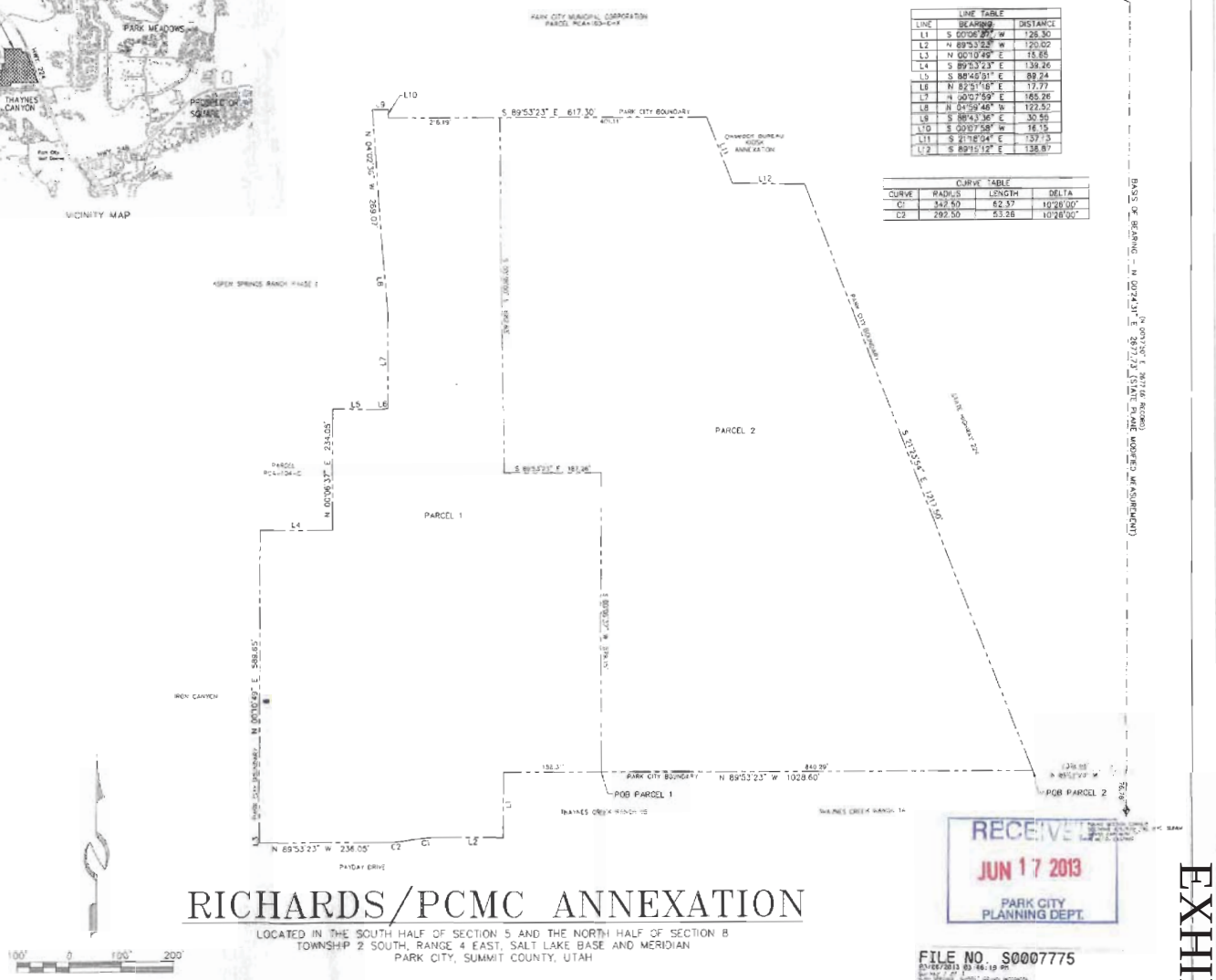
PARCEL 2 (PARK CITY MUNICIPAL CORPORATION)

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 76.78 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.

LINE TABLE		
LINE	BEARING	DISTANCE
L1	S 00°06'37" W	126.30
L2	N 89°53'23" W	120.02
L3	N 00°10'49" E	15.65
L4	S 89°53'23" E	139.26
L5	S 88°45'51" E	89.24
L6	N 82°51'16" E	17.77
L7	N 00°07'59" E	165.26
L8	N 04°59'46" W	122.52
L9	S 88°43'36" E	30.55
L10	S 00°07'58" W	16.15
L11	S 21°18'04" E	137.13
L12	S 89°15'12" E	138.87

CURVE TABLE			
CURVE	RADIUS	LENGTH	DELTA
C1	342.50	62.37	10°28'00"
C2	292.50	53.26	10°28'00"



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

RECEIVED JUN 17 2013 PARK CITY PLANNING DEPT.

FILE NO. S0007775

SHEET 1 OF

JOB NO.: 5-12-11 FILE: X:\Thaynes Canyon-apm\dwg\srv\plat2011\051211-annexation.dwg

Alliance Engineering Inc. (435) 649-9467 — CONSULTING ENGINEERS · LAND PLANNERS · SURVEYORS

COUNTY SURVEYOR FILING (STATE OF UTAH · COUNTY SUMMIT)	APPROVED AS TO FORM (SUMMIT COUNTY SURVEYOR)	PLANNING COMMISSION	ENGINEER'S CERTIFICATE	CITY ATTORNEY	CERTIFICATE OF ATTEST	COUNCIL APPROVAL AND ACCEPTANCE	RECORDED
REGISTERED LAND SURVEYOR Wade Willis 398392 WADE WILLIS 3-18-13 STATE OF UTAH	APPROVED IN COMPLIANCE WITH SECTION 17-23-20 OF THE UTAH CODE THIS 6 DAY OF March 2013 A.D. BY Wade Willis ACTING SUMMIT COUNTY SURVEYOR	FORWARDED A RECOMMENDATION THIS 9 DAY OF January 2013 A.D. BY THE PARK CITY PLANNING COMMISSION CHAIRMAN	I FIND THIS PLAT TO BE IN ACCORDANCE WITH INFORMATION ON FILE IN MY OFFICE THIS 4th DAY OF March 2013 A.D. BY PARK CITY ENGINEER	APPROVED AS TO FORM THIS 4th DAY OF March 2013 A.D. BY PARK CITY ATTORNEY	I CERTIFY THIS RECORD OF SURVEY MAP WAS APPROVED BY PARK CITY COUNCIL THIS 31 DAY OF January 2013 A.D. BY PARK CITY RECORDER	APPROVAL AND ACCEPTANCE BY THE PARK CITY COUNCIL THIS 31 DAY OF January 2013 A.D. BY Dana Williams MAYOR	#967797 STATE OF UTAH, COUNTY OF SUMMIT, AND FILED AT THE REQUEST OF Park City Municipal Corp. DATE 4/15/2013 TIME 4:22pm BOOK ____ PAGE ____ $0.00 FEE C. Billingsley deputy RECORDER

EXHIBIT C

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.

X:\ThaynesCanyon-spm\docs\desc\2-pcmc annex.doc

RICHARDS ANNEXATION

January 6, 2012

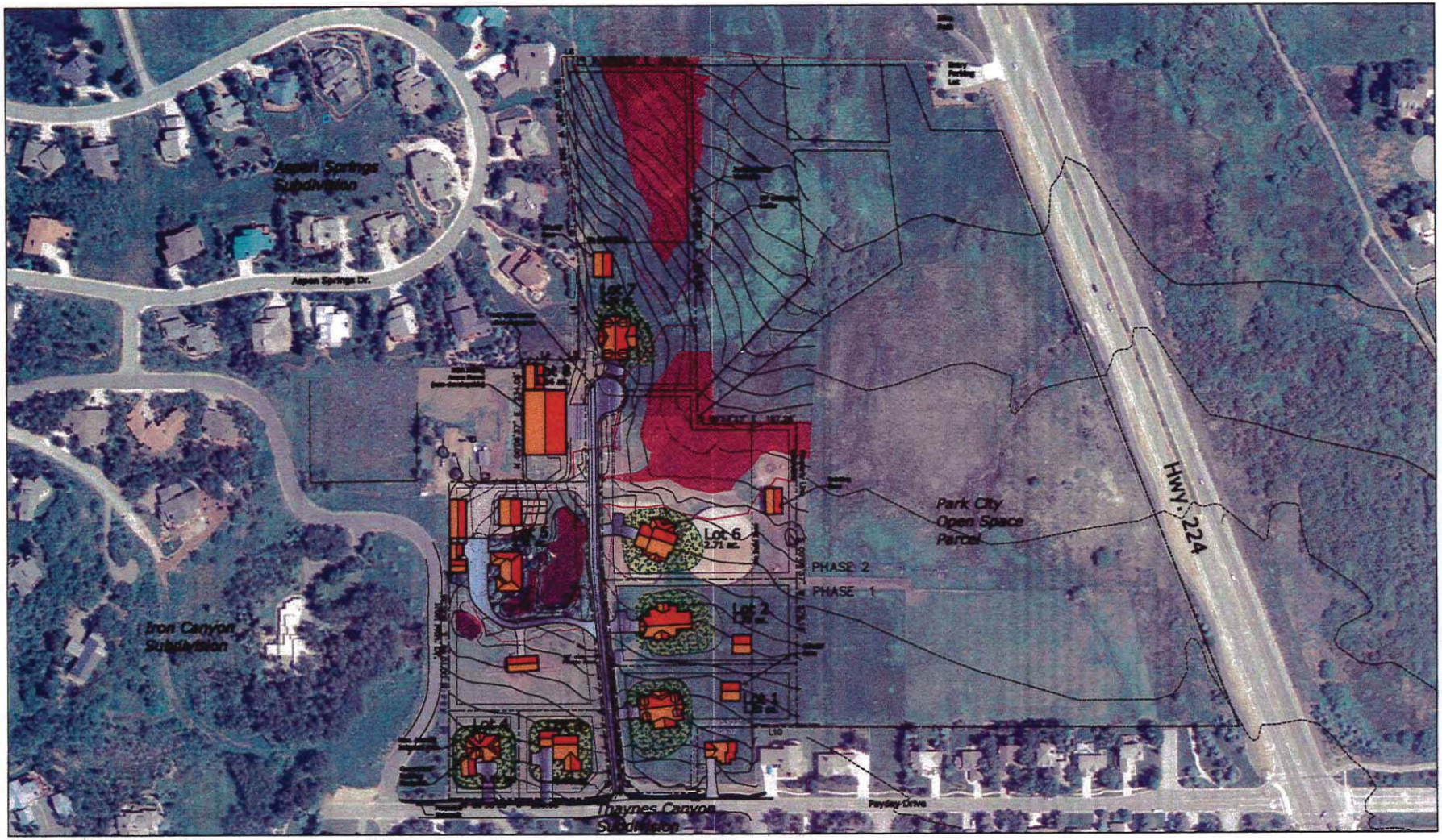
A parcel of land located in the south half of Section 5 and the north half of Section 8, Township 2 South, Range 4 East, Salt Lake Base and Meridian, said parcel being more particularly described as follows:

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.

X:\ThaynesCanyon-spm\docs\desc\1-richards annex.doc

EXHIBIT C



Development Data–Phase 1

Lots	Max. Building Footprint*	Max. Building Size*	Max. Building Ht.	Max. Base Size**	Max. Disturbed Landscape
Lot 1	4,500 SF	7,000 SF	30'	1,500 SF	12,000 SF
Lot 2	4,500 SF	7,000 SF	30'	1,500 SF	12,000 SF
Lot 3	5,000 SF	8,000 SF	30'		10,000 SF
Lot 4	5,000 SF	8,000 SF	30'		10,000 SF
Lot 5	4,000 SF	7,500 SF	30'	1,500 SF	12,000 SF
Lot 6	4,000 SF	7,500 SF	30'	1,500 SF	12,000 SF
Lot 7	4,000 SF	7,500 SF	30'	1,500 SF	12,000 SF

* Includes Net Garage
** Base height 28 feet, except 35' above existing grade

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 LEED for Homes Silver Rating certificate.

EXHIBIT C

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
ALAN SPRIGGS, SUMMIT CO RECORDER
2005 MAR 30 10:50 AM FEE $.00 BY GGB
REQUEST: PARK CITY MUNICIPAL CORP

WITNESSETH:

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

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 us 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 PG0722

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

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:

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 PG0726

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 PG0729

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. LOPICCOLO
NOTARY PUBLIC • STATE of UTAH
445 MARSAC AVE, PO BOX 1480
PARK CITY, UTAH 84060
COMM. EXP. 4-28-05

Lucinda J. Lopiccolo
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°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;

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 104-1-8Y

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: _____

Name: Ted O. Hanson

Title: Vice President

00547638 Bk01285 Pg01140-01142
9-16 ow
ALAN SPRIGGS, SUMMIT CO RECORDER
1999 AUG 31 09:20 AM FEE $14.00 BY DMG
REQUEST: FIRST AMERICAN TITLE CO UTAH

ewj → 99-05278

ACKNOWLEDGMENT

STATE OF New Mexico)
) ss.
COUNTY OF Santa Fe)

This instrument was acknowledged before me on August 27, 1999, by Ted O. Harrison, the Vice President of The Trust for Public Land, a nonprofit California public benefit corporation, on behalf of said corporation.

OFFICIAL SEAL
Milton D. Combs
NOTARY PUBLIC
STATE OF NEW MEXICO
My Commission Expires: 4/20/2002

Notary Public

My Commission Expires:

4/20/2002
(SEAL)

00547638 Bk01285 Pg01141

WARRANTY DEED - Page 2

EXHIBIT D

EXHIBIT D

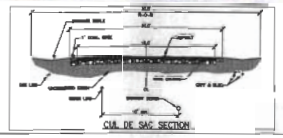
Development Data–Phase 1

Lots	Min. Building Footprint*	Min. Building Size*	Max. Building Ht.	Min. Barn Size**	Min. Disturbed/ Landscape
Lot 1	4,150 SF	7,400 SF	30'	1,300 SF	13,000 SF
Lot 2	4,150 SF	7,400 SF	30'	1,300 SF	12,000 SF
Lot 3	3,900 SF	5,000 SF	30'		10,000 SF
Lot 4	3,900 SF	5,000 SF	30'		10,000 SF
Lot 5	4,900 SF	7,500 SF	30'	1,300 SF	12,000 SF
Lot 6	4,900 SF	7,500 SF	30'	1,300 SF	12,000 SF
Lot 7	4,900 SF	7,500 SF	28'	1,300 SF	12,000 SF

* Includes 400 garage.
** Barn height shall not exceed 18' above existing grade

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 LEED for Homes Silver Rating certificate.



(435) 649-9467
CONSULTING ENGINEERS LAND PLANNERS SURVEYORS
252 Main Street P.O. Box 980 Park City Utah 84060-0980

STAFF: STEVE SCHUELER

DATE: 1/8/13

FRANK RICHARDS PROPERTY
CONCEPT SUBDIVISION AND PHASING PLAN
THAYNES CREEK RANCH ESTATES

FOR: Frank Richards
JOB NO.: 6-9-11
FILE: X:\Thaynes Canyon\dwg\richards\Subdivision-7 lot.dwg

SHEET 1 OF 1

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 4.82 acres ranch lot 1	5,500 sf 8,000 sf	500 sf 500 sf	6,000 sf 8,500 sf	28' plus 5' (some restricted to 30' total ht to ridge)
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

EXHIBIT F

THAYNES CREEK RANCH ESTATES ROAD AND UTILITY DESIGN 2013

VICINITY MAP

SHEET INDEX

1. ROAD PLAN AND PROFILE
2. SEWER PLAN AND PROFILE
3. WATER PLAN
4. DETAILS

PARK CITY 1884

SBWRD

Call 811 before you dig.

PREPARED FOR

FRANK RICHARDS
510 PAY DAY DRIVE
PARK CITY, UTAH 84060

CIVIL ENGINEER

GENERAL NOTES

G-1 ALL WORK PERFORMED SHALL BE DONE IN ACCORDANCE WITH THE FOLLOWING PLANS & SPECIFICATIONS:

A. Park City Municipal Corporation Design Standards, Construction Specifications, and Standard Drawings, April 2007 or latest edition.
B. Snyderville Basin Water Reclamation District (S.B.W.R.D.) Development Procedures, Design Standards and Construction Specifications, April 16, 2012 or latest edition
C. Manual of Uniform Traffic Control Devices 2003 Edition, Revision #1 November 2004, Revision #2 December 2007.
D. UDOT Standard Specifications for Road and Bridge Construction, latest edition. (for improvements in the UDOT right of way)
E. Special conditions of approval and/or permits as required and/or issued by regulatory bodies.
F. Approved construction plans and details.
G. Storm Water Pollution Prevention Plan. (SWPPP)

G-2 Contractor/Bidder shall obtain a copy of the specifications, at his cost. Copies of the specifications shall be kept at the job site by the contractor and be available for the contractor, subcontractor, owner or his agent, design engineer, city engineer, S.B.W.R.D. engineer, Park City engineer, and their designated representatives and inspectors.

G-3 The Contractor shall be responsible for ground and surface water control during construction. This requirement shall include, but not be limited to the installation of utilities, excavations, vaults, catch basins, settlement operations, and road construction.

G-4 The contractor shall maintain accurate records of "As Built" conditions of all underground work. The "As Built" shall be tied to easily defined monuments and/or surface improvements or as required by accuracy for the as-built conditions. The as-built information shall be given to the owner and be incorporated in the final "As Built" drawings. Special as-built requirements for HDPE sewer mains are required per SBWRD Section 02731.

G-5 Prior to any excavation work, the contractor shall contact Blue Stakes for location of existing utilities. The contractor shall be responsible for determining the location of utilities, whether shown on the plans or not, and protecting the utilities during construction. If existing utility lines conflict in location with new construction, the contractor shall notify the engineer in order to resolve the conflict.

G-6 The contractor shall have a qualified representative to handle grade determination, drainage flow, and connections to existing features using proper grade setting techniques such as, but not limited to, string line, rod and level, GPS, or Surveying.

G-7 All work performed shall be guaranteed by the contractor and/or his surety against all defects in materials and workmanship of whatever nature for a period of one (1) year from the date of final acceptance of the work by Utah Olympic Legacy.

G-8 The contractor shall be responsible for the installation and maintenance of adequate signs, traffic devices, and warning devices to inform and protect the public during all phases of construction. The contractor shall submit to the Owner and Design Engineer for approval.

G-9 Compaction testing shall be an integral part of the project. Compaction testing shall include, but shall not be limited to earthwork, trench back-fill, base course, and asphalt pavement. Compaction testing shall be performed by a qualified, independent testing company retained by the contractor.

G-10 The contractor will be required to contact the Park City Water before working on the water system. The work includes, but not limited to, the shutdown or isolation of the water system and connections to the existing water mains, or crossings waterline with another utility.

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JUN 17 2013
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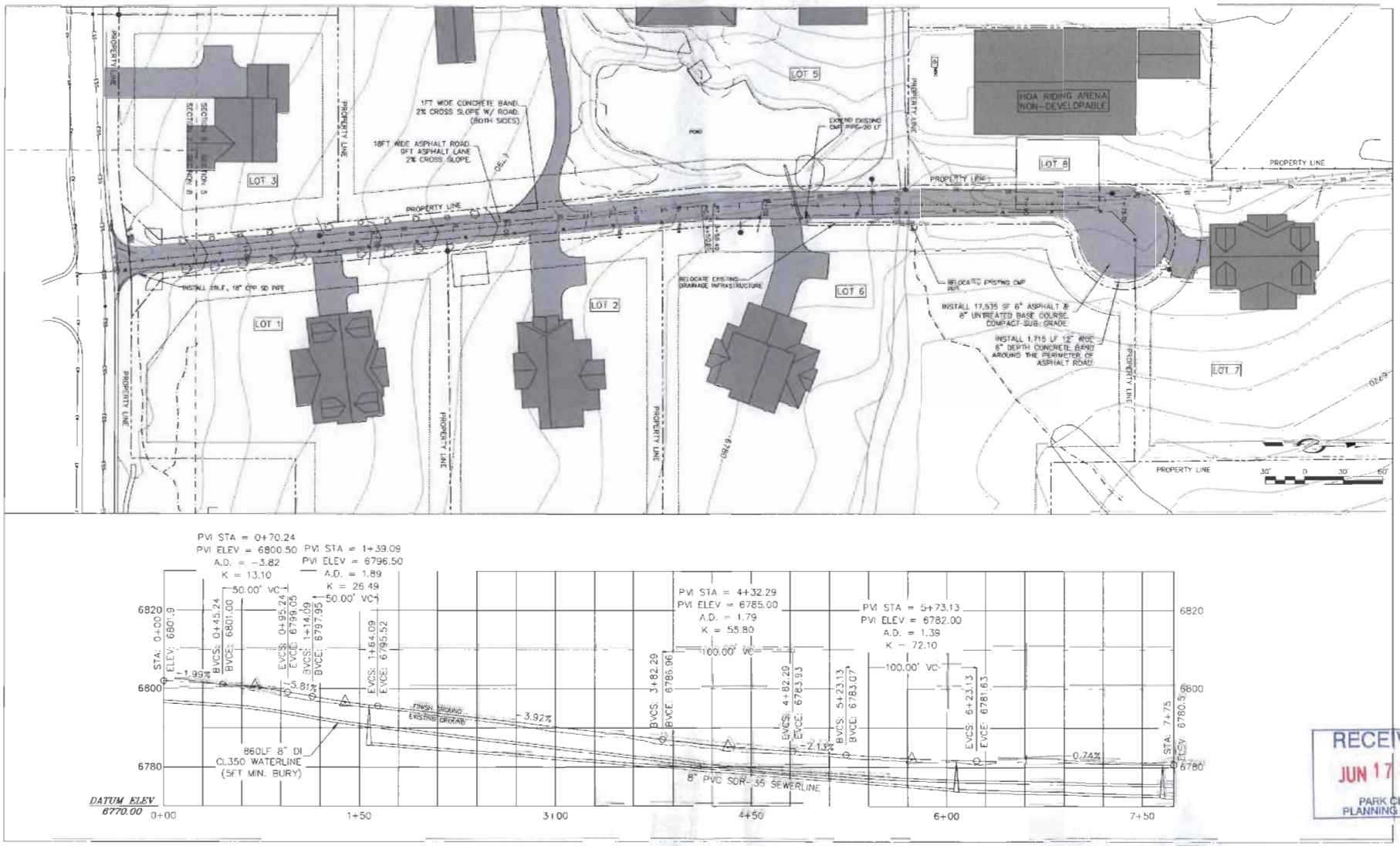
PLANNING DEPT.

EXHIBIT F


LOT 1
LOT 2
LOT 3
LOT 5
LOT 6
LOT 7
LOT 8
HOA RIDING ARENA NON-DEVELOPABLE
PROPERTY LINE
1FT WIDE CONCRETE BAND, 2% CROSS SLOPE W/ ROAD. (BOTH SIDES).
18FT WIDE ASPHALT ROAD. 9FT ASPHALT LANE 2% CROSS SLOPE.
EXTEND EXISTING CMP PIPE-20 LF
RELOCATE EXISTING DRAINAGE INFRASTRUCTURE
INSTALL 17,535 SF 6" ASPHALT & 8" UNTREATED BASE COURSE. COMPACT SUB GRADE.
INSTALL 1,715 LF 12" WIDE 6" DEPTH CONCRETE BAND AROUND THE PERIMETER OF ASPHALT ROAD.
PVI STA = 0+70.24
PVI ELEV = 6800.50
A.D. = -3.82
K = 13.10
50.00' VC
PVI STA = 1+39.09
PVI ELEV = 6796.50
A.D. = 1.89
K = 26.49
50.00' VC
PVI STA = 4+32.29
PVI ELEV = 6785.00
A.D. = 1.79
K = 55.80
100.00' VC
PVI STA = 5+73.13
PVI ELEV = 6782.00
A.D. = 1.39
K = 72.10
100.00' VC
-1.99%
-5.81%
-3.92%
-2.13%
0.74%
FINISH GROUND
EXISTING GROUND
860LF 8" DI CL.350 WATERLINE (5FT MIN. BURY)
8" PVC SDR-35 SEWERLINE
DATUM ELEV 6770.00
0+00
1+50
3+00
4+50
6+00
7+50
6820
6800
6780
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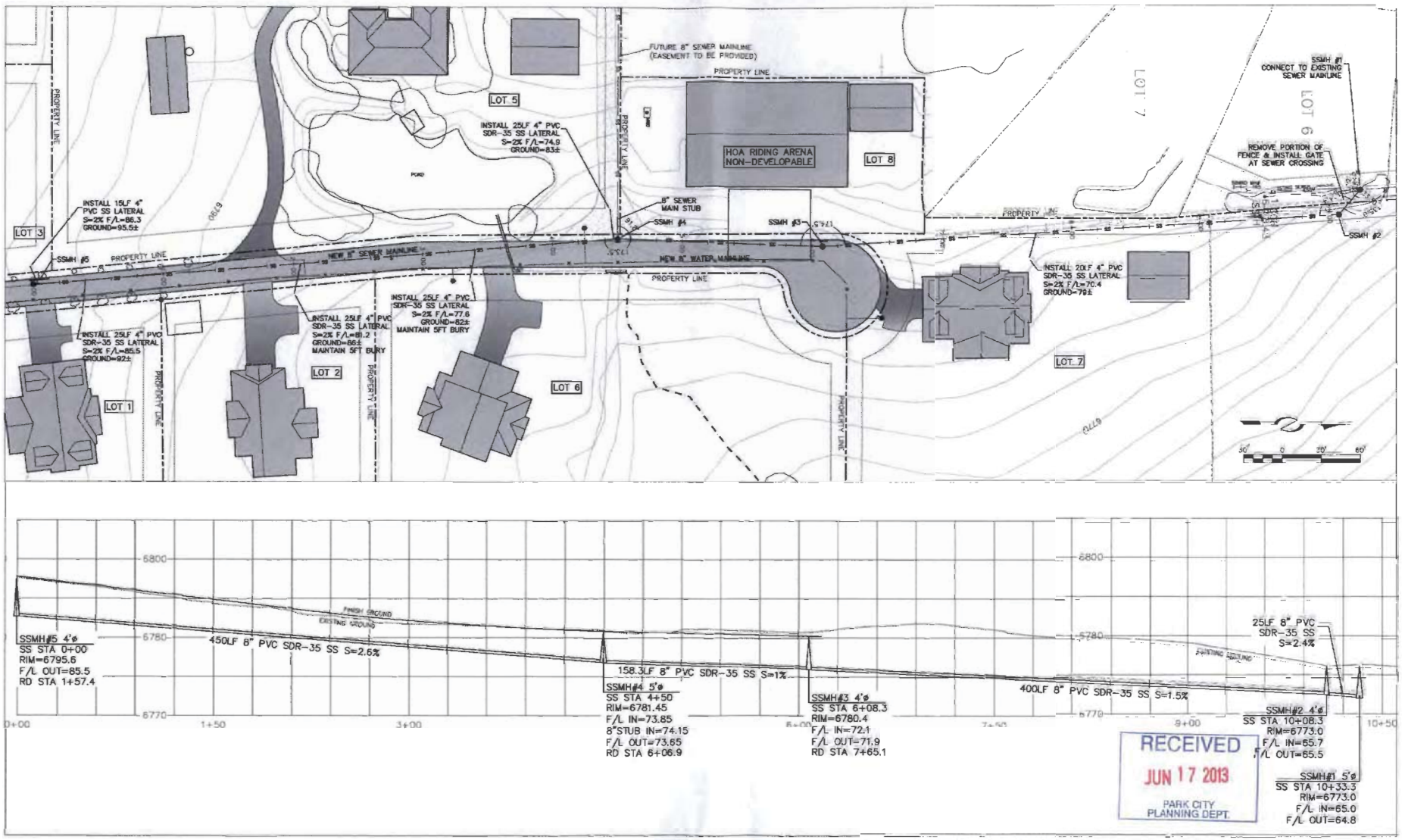
JUN 17 2013
PARK CITY PLANNING DEPT.
STAFF: MICHAEL DEMKOWICZ STEVE SCHUELER
DATE: 6/10/13
RICHARDS SUBDIVISION
ROAD DESIGN PLAN & PROFILE
FOR: FRANK RICHARDS
SHEET 1 OF 4


FUTURE 8" SEWER MAINLINE (EASEMENT TO BE PROVIDED)
PROPERTY LINE
LOT 5
LOT 8
HOA RIDING ARENA NON-DEVELOPABLE
LOT 7
LOT 6
SSMH #1 CONNECT TO EXISTING SEWER MAINLINE
REMOVE PORTION OF FENCE & INSTALL GATE AT SEWER CROSSING
INSTALL 25LF 4" PVC SDR-35 SS LATERAL S=2% F/L=74.9 GROUND=83±
8" SEWER MAIN STUB
SSMH #4
SSMH #3
SSMH #2
INSTALL 15LF 4" PVC SS LATERAL S=2% F/L=86.3 GROUND=95.5±
LOT 3
SSMH #5
NEW 8" SEWER MAINLINE
NEW 8" WATER MAINLINE
INSTALL 20LF 4" PVC SDR-35 SS LATERAL S=2% F/L=70.4 GROUND=79±
INSTALL 25LF 4" PVC SDR-35 SS LATERAL S=2% F/L=77.6 GROUND=82± MAINTAIN 5FT BURY
INSTALL 25LF 4" PVC SDR-35 SS LATERAL S=2% F/L=81.2 GROUND=86± MAINTAIN 5FT BURY
INSTALL 25LF 4" PVC SDR-35 SS LATERAL S=2% F/L=85.5 GROUND=92±
LOT 1
LOT 2
LOT 6
LOT 7
POND
6790
6770
30' 0 30' 60'
6800
6780
6770
FINISH GROUND
EXISTING GROUND
SSMH#5 4'ø
SS STA 0+00
RIM=6795.6
F/L OUT=85.5
RD STA 1+57.4
450LF 8" PVC SDR-35 SS S=2.6%
158.3LF 8" PVC SDR-35 SS S=1%
SSMH#4 5'ø
SS STA 4+50
RIM=6781.45
F/L IN=73.85
8"STUB IN=74.15
F/L OUT=73.65
RD STA 6+06.9
SSMH#3 4'ø
SS STA 6+08.3
RIM=6780.4
F/L IN=72.1
F/L OUT=71.9
RD STA 7+65.1
400LF 8" PVC SDR-35 SS S=1.5%
25LF 8" PVC SDR-35 SS S=2.4%
SSMH#2 4'ø
SS STA 10+08.3
RIM=6773.0
F/L IN=65.7
F/L OUT=65.5
SSMH#1 5'ø
SS STA 10+33.3
RIM=6773.0
F/L IN=65.0
F/L OUT=64.8
0+00
1+50
3+00
6+00
7+50
9+00
10+50
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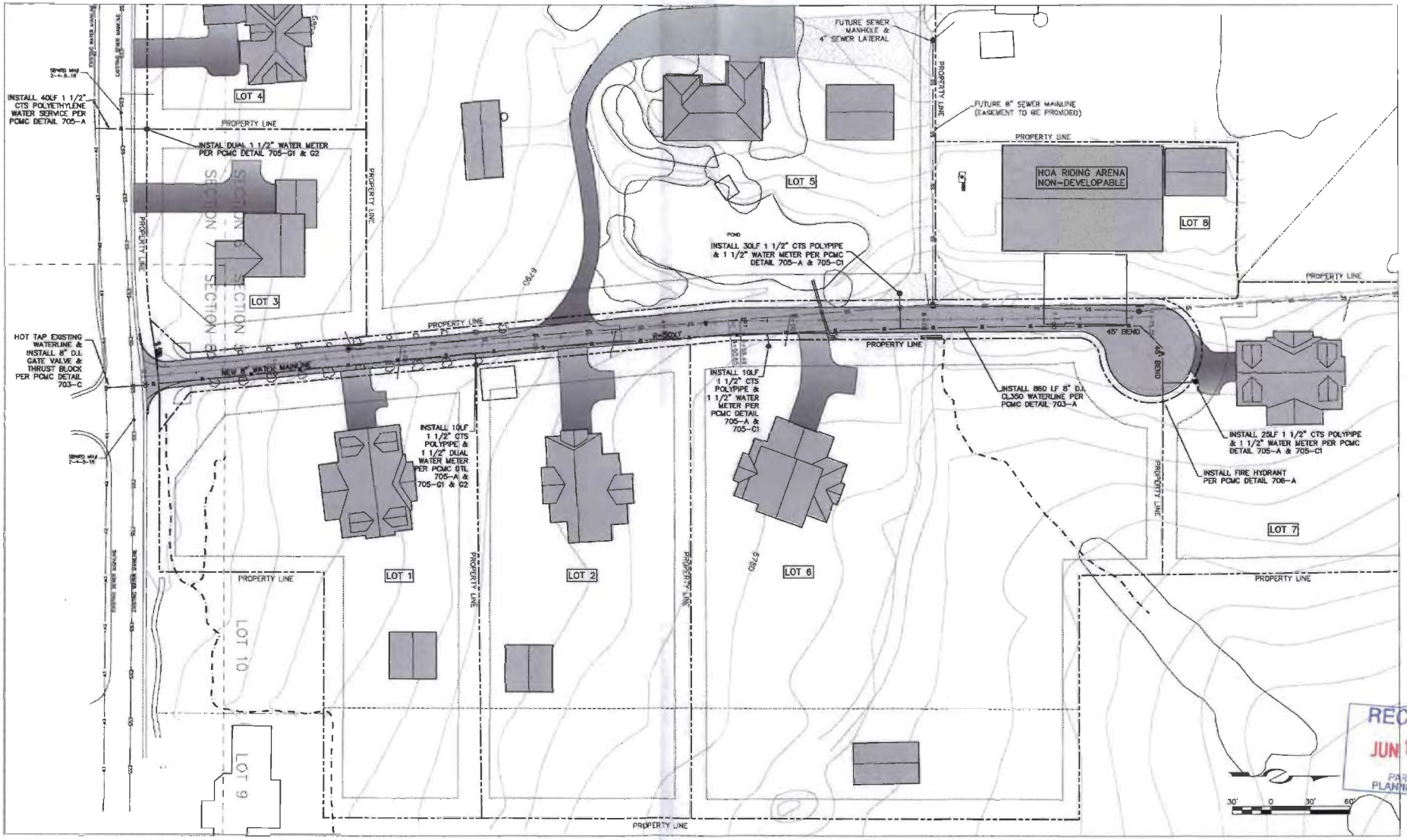
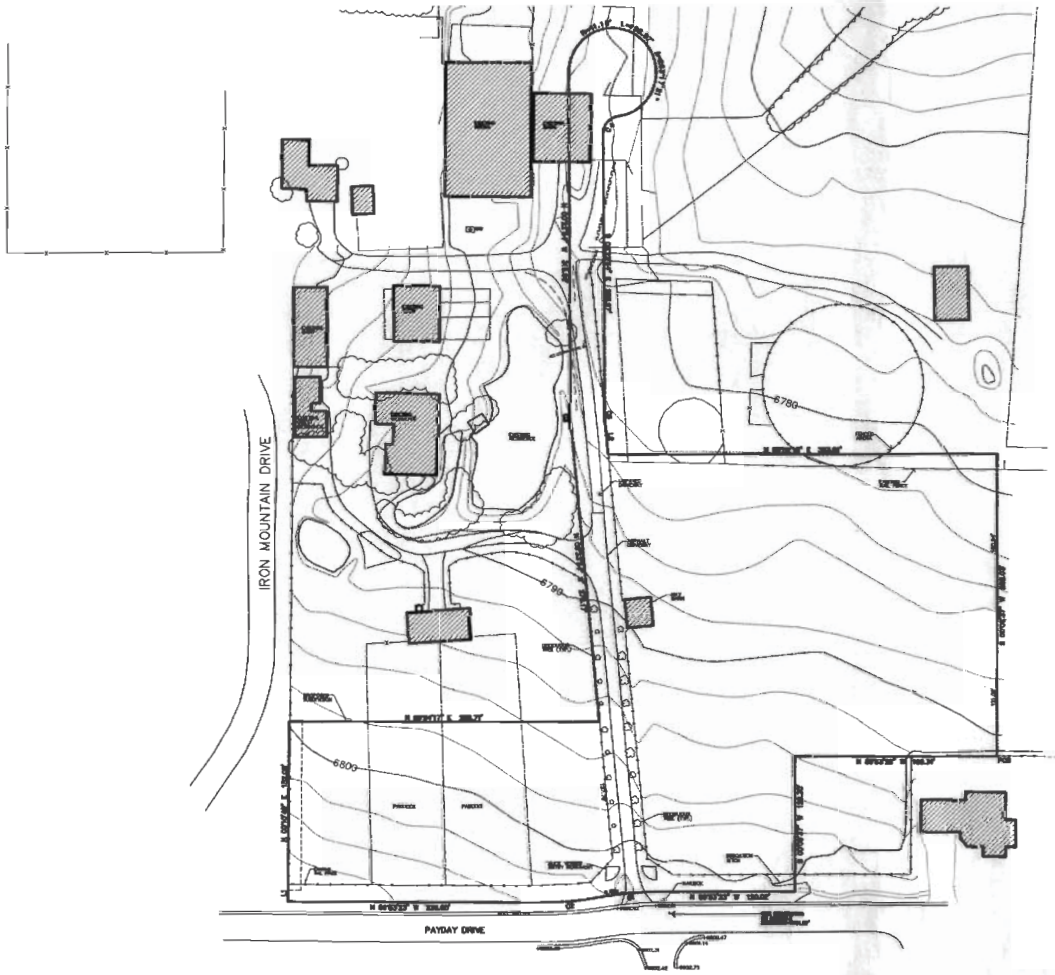
PARK CITY PLANNING DEPT.
(435) 649-9467
CONSULTING ENGINEERS LAND PLANNERS SURVEYORS
STAFF: MICHAEL DEWKOWICZ STEVE SCHUELER
DATE: 6/10/13
RICHARDS SUBDIVISION
SEWER DESIGN PLAN & PROFILE
FOR: FRANK RICHARDS
JOB NO.: 6-8-11
FILE: X:\THAYNES CANYON SPA\DWG\RICHARDS\PCA-CP\RICHARDS-DESIGN.DWG
SHEET 2 OF 4


INSTALL 40LF 1 1/2" CTS POLYETHYLENE WATER SERVICE PER PCMC DETAIL 705-A
INSTAL DUAL 1 1/2" WATER METER PER PCMC DETAIL 705-G1 & G2
HOT TAP EXISTING WATERLINE & INSTALL 8" D.I. GATE VALVE & THRUST BLOCK PER PCMC DETAIL 703-C
NEW 8" WATER MAINLINE
INSTALL 10LF 1 1/2" CTS POLYPIPE & 1 1/2" DUAL WATER METER PER PCMC DTL 705-A & 705-G1 & G2
INSTALL 10LF 1 1/2" CTS POLYPIPE & 1 1/2" WATER METER PER PCMC DETAIL 705-A & 705-C1
INSTALL 30LF 1 1/2" CTS POLYPIPE & 1 1/2" WATER METER PER PCMC DETAIL 705-A & 705-C1
FUTURE SEWER MANHOLE & 4" SEWER LATERAL
FUTURE 8" SEWER MAINLINE (EASEMENT TO BE PROVIDED)
HOA RIDING ARENA NON-DEVELOPABLE
INSTALL 860 LF 8" D.I. CL350 WATERLINE PER PCMC DETAIL 703-A
INSTALL 25LF 1 1/2" CTS POLYPIPE & 1 1/2" WATER METER PER PCMC DETAIL 705-A & 705-C1
INSTALL FIRE HYDRANT PER PCMC DETAIL 706-A
45° BEND
LOT 1
LOT 2
LOT 3
LOT 4
LOT 5
LOT 6
LOT 7
LOT 8
LOT 9
LOT 10
PROPERTY LINE
RECEIVED
JUN 17 2013
PARK CITY PLANNING DEPT.
RICHARDS SUBDIVISION
WATER DESIGN
PLAN & PROFILE
STAFF: MICHAEL DEMKOWICZ STEVE SCHUELER
DATE: 6/10/13
FOR: FRANK RICHARDS
JOB NO.: 6-8-11
SHEET 3 OF 4



SURVEYOR'S CERTIFICATE

I, Martin A. Morrison, do hereby certify that I am a registered land surveyor and that I hold certification no. 4638738 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 hereon. 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 Benchmark: Sanitary Sewer manhole. Elevation=6801.57'
2. See record of survey plat for easements and restrictions.
3. This topographic map is based on a field survey performed on October 19, 2011.
4. The architect is responsible for verifying building setbacks, zoning requirements and building heights.

REGISTERED LAND SURVEYOR No. 4638738 MARTIN A. MORRISON State of Utah

LINE TABLE		
LINE	BEARING	DISTANCE
L1	N 00°00'00" E	15.65
L2	S 00°00'00" E	31.57

CURVE TABLE			
CURVE	RADIUS	LENGTH	DELTA
C1	342.50	62.37	10°28'06"
C2	292.50	53.26	10°28'06"
C3	116.00	10.29	05°03'31"
C4	15.74	22.88	83°17'21"
C5	84.00	7.80	05°11'00"

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PARK CITY
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50' 0 50' 100'

Alliance Engineering Inc.
(435) 649-9467
CONSULTING ENGINEERS LAND PLANNERS SURVEYORS
853 Main Street P.O. Box 2664 Park City, Utah 84060-2664

STAFF: MARSHALL KING, BLAKE MYERS, MARTY MORRISON, STEVE SCHUELER

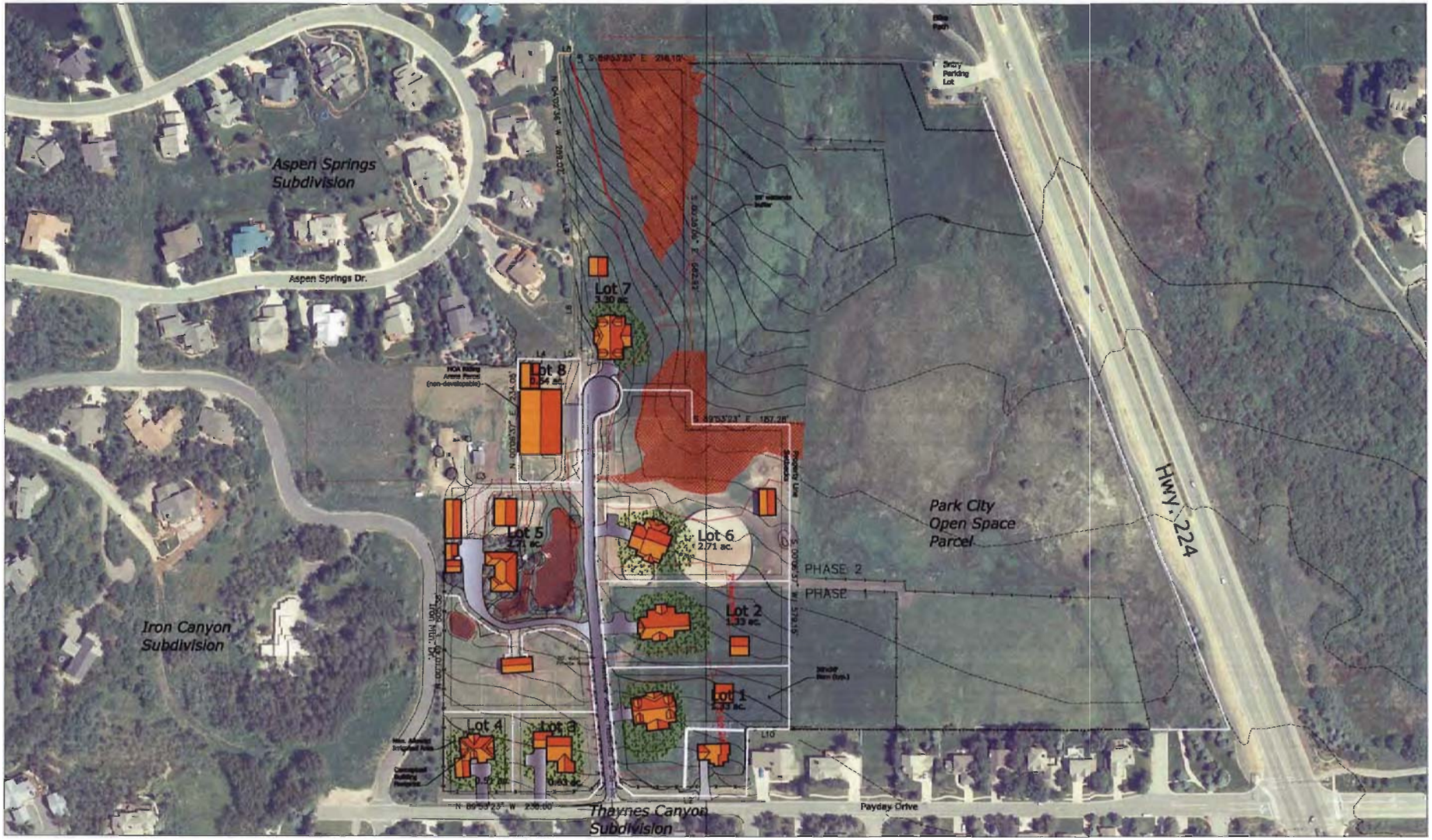
DATE: 7/3/12

EXISTING CONDITIONS SURVEY
RICHARDS FARM
510 PAYDAY DRIVE

FOR: FRANK RICHARDS
JOB NO.: 6-9-11
FILE: X:\ThaynesCanyon-sprm\dwg\srv\topo12\6-9-12.dwg

SHEET 1 OF 1

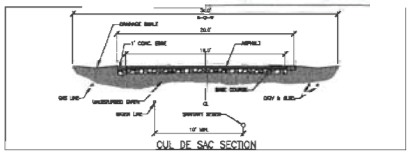
EXHIBIT G

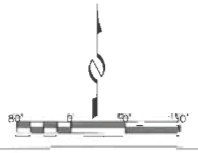


Development Data–Phase 1

Lots	Max. Building Footprint*	Max. Building Size*	Max. Barn Size	Max. Disturbed/ Landscape
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		10,000 SF
Lot 4	3,900 SF	5,000 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





(435) 649-9467
CONSULTING ENGINEERS LAND PLANNERS SURVEYORS
333 Main Street P.O. Box 2664 Park City, Utah 84060-2664

STAFF: STEVE SCHUELER

DATE: 1/8/13

FRANK RICHARDS PROPERTY
CONCEPT SUBDIVISION AND PHASING PLAN
THAYNES CREEK RANCH ESTATES

FOR: Frank Richards
JOB NO.: 6-9-11
FILE: X:\Thaynes Canyon\dwg\richards\Subdivision-7 lot.dwg

Fencing Plan

SHEET 1 OF 1

(435) 649-9467

CONSULTING ENGINEERS LAND PLANNERS SURVEYORS

313 Main Street P.O. Box 2864 Park City, Utah 84060-2864

STAFF: STEVE SCHUELER

DATE: 1/9/13

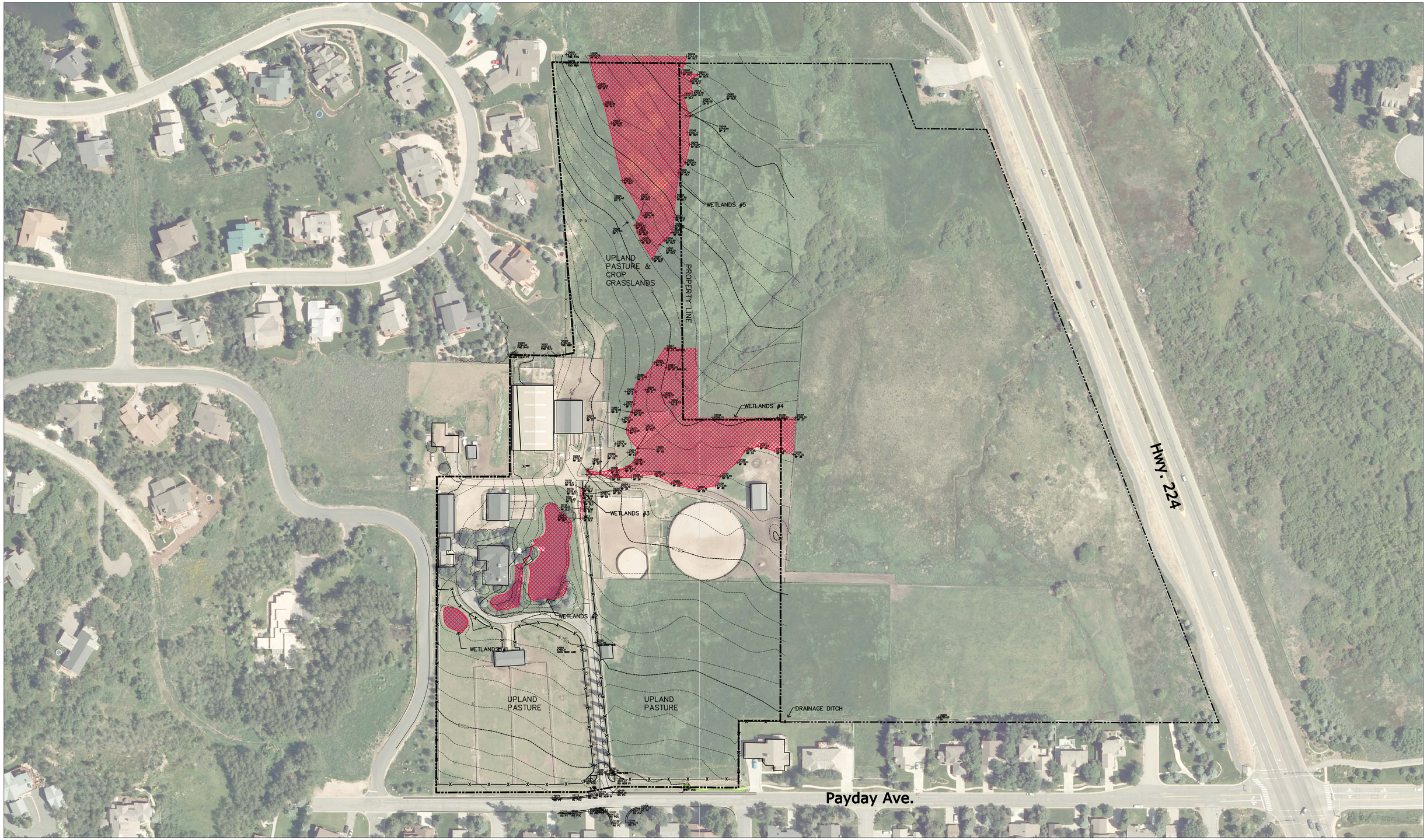
FENCING IMAGES
510 PAYDAY AVE.
RICHARDS PARCEL

FOR:

JOB NO.: 6-9-11

FILE: X:\Thaynes Canyon\dwg\richards\base.dwg

SHEET 1 OF 1



WETLANDS AND DRAINAGE

Wetlands

WETLANDS #1	AREA
#1	1,650 SF
#2	12,650 SF
#3	161 SF
#4	39,913 SF
#5	40,572 SF
TOTAL	94,946 SF (2.18 acres)

80' 0 80' 160'

(435) 649-9467
Alliance Engineering Inc
CONSULTING ENGINEERS LAND PLANNERS SURVEYORS
323 Main Street P.O. Box 2664 Park City, Utah 84060-2664

STAFF: STEVE SCHUELER

DATE: 1/23/13

WETLANDS DELINEATION
510 PAYDAY AVE.
RICHARDS PARCEL

FOR:
JOB NO.: 6-9-11
FILE: X:\Thaynes Canyon\dwg\richards\land use analysis.dwg

SHEET 1 OF 1

Planning Commission
Staff Report

Subject: **Park City Heights MPD**
Author: **Kirsten Whetstone, MS, AICP**
Date: **September 24, 2014**
Project #: **PL-13- 02009**
Type of Item: **Ratification of amended Development Agreement**

Summary Recommendations

The Staff recommends the Planning Commission review the amended Park City Heights Master Planned Development (MPD) Development Agreement and consider ratifying the agreement to memorialize the amended MPD approval granted by the Commission on November 6, 2013, including amendments to conditions #36 and #56 as redlined in the amended Action Letter.

Topic

Applicant:	Ivory Development LLC, owner
Applicant's representative:	Brad Mackay
Location:	Richardson Flat Road, east of SR 248 and west of US 40
Zoning:	Community Transition (CT)
Adjacent Land Uses:	Open Space, Rail Trail, US 40, Quinn's Water Treatment Plant, and vacant land

Disclosure: The City retains a security interest as the holder of a Trust Deed in conjunction with a prior transaction regarding the property. However, the City is not an "applicant" and does have any current ownership in the property.

Development Agreement Ratification

Attached is the amended Park City Heights Development Agreement (Attachment 1). The amended Development Agreement is redlined to indicate revisions proposed from the originally approved Agreement. Section 15-6-4 (G) of the Land Management Code states that once the Planning Commission has approved a Master Planned Development for a project (*or an amendment*), the approval shall be put in the form of a Development Agreement. The Development Agreement must be ratified by the Planning Commission and signed by the Mayor on behalf of the City Council prior to recordation at the Summit County Recorder's office.

The Land Management Code requires the Development Agreement to be submitted to the City within six (6) months of the approval of the MPD (*or amended MPD*). The Park City Heights MPD was initially approved by the Planning Commission on May 11, 2011 and the original Development Agreement was submitted to the City on August 12, 2011. The original Development Agreement was ratified by the Planning Commission on October 26, 2011 and executed on November 18, 2011, for recordation on November 23, 2011.

On November 6, 2013, the Planning Commission approved amendments to the Park City Heights Master Planned Development as outlined in the attached amended MPD site plan (Exhibit B to the Development Agreement) and amended MPD action letter (Exhibit C to the Development Agreement) that contain the findings of fact, conclusions of law, and conditions of approval of the MPD.

Amendment to MPD Condition of Approval #36

During review of the Development Agreement staff discovered an error in the conditions of approval of the amended MPD regarding expiration. Per the LMC (Section 15-6-4 (H)) the MPD expires two years after execution of the Development Agreement, unless construction, as defined by the Uniform Building Code, has commenced on the project. Condition #36 of the amended MPD states that the MPD expires on October 26, 2014.

The original Development Agreement was ratified by the Planning Commission on October 26, 2011and executed on November 18, 2011 with an expiration date of November 18, 2013. During the amended MPD approval a one year extension was approved by the Planning Commission adding a year to the two year time frame, however the incorrect date was used and Condition #36 should have indicated that the MPD would expire two (2) years after execution of the amended Development Agreement, unless construction, as defined by the Uniform Building Code, has commenced on the project, instead of stating that the MPD would expire on October 26, 2014.

Staff has redlined this change to condition #36 to be ratified at the same time as this amended Development Agreement to reflect the LMC required expiration timeframe (see Exhibit C). The LMC does allow the Planning Commission to grant up to two years to extend an MPD approval. Because the Planning Commission required the applicant to submit a full application for the proposed MPD amendment, the actual expiration timeframe is two years from execution of this amended Development Agreement. If the Planning Commission ratifies the amended Agreement at this meeting the expiration date will be September 24, 2016.

The applicant had commenced construction prior to the first expiration date when the soil issues arose and the need to amend the MPD and first phase of the plat became clear. The revised MPD application was submitted to the City on July 30, 2013, also prior to the initial MPD expiration date of November 18, 2013. Construction has commenced on site work and utilities.

Amendment to MPD Condition of Approval #56

Staff also discovered an inconsistency between Findings of Fact #1 and Conditions of Approval #5 and #56 regarding sustainable “green” development requirements. The Annexation Agreement includes language consistent with Condition #5 requiring the development to be constructed to National Association of Home Builders National Green Building Standards, or equivalent, or LEED for Homes Silver Rating. Condition #56 is not consistent with Finding of Fact #1 and Condition #5 as it states only LEED for Homes Silver rating.

Staff has redlined this change to condition #56 to be ratified at the same time as this amended Development Agreement to prevent confusion as to what the sustainable development requirements are (see Exhibit C).

Amended Development Agreement

A draft of the amended Development Agreement was submitted on February 27, 2014, within the six (6) months allowed from approval of the amended MPD. Staff has reviewed the Development Agreement for compliance with LMC Section 15-6-4 (G) and finds that the Agreement complies with all requirements and contains all required elements. In addition to the Legal Description (Exhibit A), the amended MPD Site Plan (Exhibit B), and the amended MPD Action letter (Exhibit C), there is also attached as Exhibit D to the Agreement the Annexation Ordinance 10-24 and the July 2, 2010, Park City Heights Annexation Agreement which outline specifics of the development reflecting that the annexation and development are the result of a negotiated legislative action by the Park City Council.

Within the Development Agreement there is reference to an amended phasing plan (Exhibit E) outlining the phasing of platting of lots and development of the site work and infrastructure. The amended phasing plan is part of the Development Agreement and reflects the amended Master Planned Development. Exhibit F of the Agreement includes a letter from the applicant stating that the owners have conducted due diligence and find that there are no known Physical Mine Hazards (mines, tunnels, etc.) on the property.

An amended Water Agreement (Exhibit G) is included as an exhibit to the Amended Development Agreement. The previous water agreement is out dated due to the recent completion of the City's Quinn's Water Treatment Plant, the change in ownership of the MPD, and the completion of other related water infrastructure for the MPD.

Section 15-6-4 (G) of the LMC requires that the development agreement contain the following elements:

1) A legal description of the land;
2) All relevant zoning parameters including all findings, conclusions, and conditions of approval;
3) An express reservation of the future legislative power and zoning authority of the City;
4) A copy of the approved MPD plans and any other plans which are a part of the Planning Commission approval;
5) A description of all Developer exactions or agreed upon public dedications;
6) The Developers agreement to pay all specified impact fees;
7) The form of ownership anticipated for the project and a specific project phasing plan; and
8) A list and map of all known Physical Mine Hazards on the property.

Staff finds that the Development Agreement attached as Attachment 1, including the attached exhibits, includes all of the required items listed above and meets the required

timeframes for submittal following the November 6, 2013 approval of the amended Park City Heights MPD.

Department Review

The Legal and Planning Departments have reviewed the agreement for conformance with the November 6, 2013 amended Park City Heights MPD approval.

Recommendation

The Staff recommends the Planning Commission review the amended Park City Heights MPD Development Agreement and consider ratifying the Agreement to memorialize the amended MPD approval granted by the Commission on November 6, 2013, including amendments to conditions #36 and #6 as redlined in the amended Action Letter.

Exhibit

Attachment 1- Amended Development Agreement with attached exhibits as follows:

EXHIBIT A – Legal Description
EXHIBIT B – Amended MPD Site Plan (approved November 6, 2013)
EXHIBIT C – November 6, 2013 amended MPD memorialized with the November 18th Park City Heights MPD Final Action letter, as amended
EXHIBIT D – Ordinance 10-24 and July 2, 2010 Annexation Agreement and Exhibits
EXHIBIT E – Amended MPD Phasing Plan
EXHIBIT F – Physical Mine Hazards Letter
EXHIBIT G – Amended Water Agreement
EXHIBIT H – Amended Design Guidelines

Attachment 1

When recorded, please return to:
Park City Recorder
PO Box 1480
Park City, UT 84060

AMENDED DEVELOPMENT AGREEMENT FOR PARK CITY HEIGHTS MASTER PLANNED DEVELOPMENT PARK CITY, SUMMIT COUNTY, UTAH

This amended Development Agreement is entered into as of this _____ day of _____, ~~2011~~2014, by and between ~~The Boyer Company~~Ivory Development, L.L.C., a Utah limited liability company ~~and Park City Municipal Corporation~~ ("Developer~~s~~") as the owner~~s~~ and developer~~s~~ of certain real property located in Park City, Summit County, Utah, on which Developer~~s~~ proposes the development of a project known as the Park City Heights Master Planned Development, and Park City Municipal Corporation, a municipality and political subdivision of the State of Utah ("Park City"), by and through its City Council.

R E C I T A L S

A. Developer~~s~~ is~~are~~ the owner~~s~~ of approximately 239 acres of real property located in Park City, Summit County, Utah, which is more particularly described in Exhibit A, (Legal Description) which is attached hereto and incorporated herein by this reference (the "Property").

B. Developer~~s~~ has~~have~~ obtained approval for the development of a mixed residential project consisting of 239 residential units, a public park, trails systems, open space, future support commercial uses and additional community and neighborhood amenities known as the Park City Heights Master Planned Development, as more fully described in Exhibit B (Amended MPD Site Plan) and in the Approval Documents (hereinafter defined) as set forth below (the "Project") as described in Exhibit C (November 6, 2013 amended MPD Action Letter); that replaces in its entirety the May 11, 2011 MPD Action Letter ~~of Approval~~. ~~).~~

C. On May 27, 2010, the City Council of Park City enacted Ordinance No. 10-24 annexing approximately 286.64 acres of the Property into Park City's municipal boundaries and authorized the Mayor to execute an Annexation Agreement between Park City and Developer~~s~~ (Exhibit D) (Ordinance 10-24 and July 2, 2010 Annexation Agreement).

D. Park City requires development agreements under the requirements of the Park City Land Management Code ("LMC") for all Master Planned Developments.

E. Developer~~s~~ is ~~are~~ willing to design and develop the Project in a manner that is in harmony with and intended to promote the long-range policies, goals and objectives of the Park City General Plan, and address other issues as more fully set forth below.

F. Park City reviewed the Project in light of the LMC and determined that, subject to the terms and conditions of this amended Development Agreement; Developer~~s~~ has ~~have~~ complied with the provisions thereof, and ~~have~~has found that the Project is consistent with the purpose and intent of the relevant provisions of the LMC and terms of the Annexation Agreement.

G. Park City, acting pursuant to its authority under Utah Code Ann., Section 10-9-101, *et seq*., and in furtherance of its land use policies, goals, objectives, ordinances, resolutions, and regulations has made certain determinations with respect to the proposed Project, and, in the exercise of its legislative discretion, has elected to approve this amended Development Agreement.

NOW, THEREFORE, in consideration of the mutual covenants, conditions and considerations as more fully set forth below, Developer~~s~~ and Park City hereby agree as follows:

1. Project Conditions.

1.1. The Annexation Agreement for the Park City Heights Property, executed by the parties on July 2, 2010 and recorded at the Summit County Recorder's office on July 20, 2010/ book # 2040 page # 1107, is attached hereto and incorporated herein by this reference as Exhibit D.

1.2 The amended Final Site Plan reviewed and approved by the Planning Commission on ~~May 11, 2011~~November 6, 2013, attached as Exhibit B, and the Findings of Fact, Conclusions of Law and Conditions of Approval of the approval of the amended Park City Heights Master Planned Development dated ~~May 11, 2011~~November 6, 2013, , attached as Exhibit C together with related documents attached thereto, are both hereby incorporated herein by reference (the "Approval Documents") and shall govern the development of Project, subject to any modifications specifically set forth in this amended Development Agreement. The project is located in the Community Transition (CT) zoning district. A final subdivision plat, or phased final subdivision plats, substantially reflecting the final amended Master Planned Development site plan approved by the Planning Commission on ~~May 11, 2011~~November 6, 2013, will be recorded prior to issuance of any building permits.

1.3. Developer~~s~~ agrees to pay the then current impact fees imposed and as uniformly established by the Park City Municipal Code at the time of permit application, whether or not state statutes regarding such fees are amended in the future.

1.4. Developer~~s~~ and any~~their~~ successors agree that the following are required to be entered into and approved by Park City prior to issuance of a Building Permit: (a) a construction mitigation plan, (b) a utility plan, (c) a storm water plan, (d) a grading plan, and (e) a landscape plan in compliance with the conditions of the ~~May 11, 2011~~ November 6, 2013 amended master planned development approval.

1.5. Developer~~s~~ is ~~are~~ responsible for compliance with all local, state, and federal regulations regarding contaminated soils as well as streams and wetlands. Developer~~s~~ is ~~are~~ responsible for receiving any Army Corp of Engineer Permits required related to disturbance of streams and wetlands.

2. Vested Rights and Reserved Legislative Powers.

2.1 Subject to the provisions of this Agreement, Developer~~s~~ is ~~are~~ hereby granted the vested right to develop and construct the Project in accordance with the uses, densities, intensities, and general configuration of development approved by this Agreement, in accordance

with and subject to the terms and conditions of the Approval Documents, and subject to compliance with the other applicable ordinances and regulations of Park City.

2.2 Reserved Legislative Powers. Developer~~s~~ acknowledges that the City is restricted in its authority to limit its police power by contract and that the limitations, reservations and exceptions set forth herein are intended to reserve to the City all of its police power that cannot be so limited. Notwithstanding the retained power of the City to enact such legislation under the police powers, such legislation shall only be applied to modify the existing land use and zoning regulations which are applicable to the Project under the terms of this Agreement based upon policies, facts and circumstances meeting the compelling, countervailing public interest exception to the vested rights doctrine in the State of Utah. Any such proposed legislative changes affecting the Project and terms and conditions of this Agreement applicable to the Project shall be of general application to all development activity in the City; and, unless the City declares an emergency, Developer~~s~~ shall be entitled to the required notice and an opportunity to be heard with respect to the proposed change and its applicability to the Project under the compelling, countervailing public interest exception to the vested rights doctrine.

3. Subdivision Plat Approval and Compliance with Park City Design and Construction Standards.

3.1 Developer~~s~~ expressly acknowledges and agrees that nothing in this amended Development Agreement shall be deemed to relieve Developer~~s~~ from the obligation to comply with all applicable requirements of Park City necessary for approval and recordation of subdivision plats for the Project, including the payment of fees and compliance with all other applicable ordinances, resolutions, regulations, policies and procedures of Park City, including but not limited to, the Park City Subdivision Ordinance as set forth in the LMC and Design and Construction Standards.

4. Successors and Assigns.

4.1 Binding Effect. This amended Agreement shall be binding on the successors and assigns of Developer~~s~~ in the ownership or development of any portion of the Project.

4.2 Assignment. Neither this amended Agreement nor any of the provisions, terms or conditions hereof can be assigned to any other party, individual or entity without assigning the rights as well as the responsibilities under this amended Agreement and without the prior written consent of the City, which consent shall not be unreasonably withheld. 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 Developer~~s~~ or their successors or assigns. This restriction on assignment is not intended to prohibit or impede the sale of parcels of fully or partially improved or unimproved land by Developer~~s~~ prior to construction of buildings or improvements on the parcels, with Developer~~s~~ retaining all rights and responsibilities under this Agreement.

5. General Terms and Conditions.

5.1 Term of Agreement. Construction, as defined by the Uniform Building Code, is required to commence within two (2) years of the date of execution of this amended Agreement. After Construction commences, the Park City Heights Master Planned Development and this

amended Agreement shall continue in force and effect until all obligations hereto have been satisfied. The Master Plan Development approval for the Project shall remain valid so long as construction is proceeding in accordance with the approved phasing plan set forth herein.

5.2 Agreement to Run With the Land. This amended Development Agreement shall be recorded against the Property as described in Exhibit A (Legal Description) hereto and shall be deemed to run with the land and shall be binding on all successors and assigns of Developer~~s~~ in the ownership or development of any portion of the Property.

5.3 Assignment. Neither this amended Agreement nor any of the provisions, terms or conditions hereof can be assigned to any other party, individual or entity without assigning the rights as well as the responsibilities under this Agreement and without prior written consent of the City directed to the City Recorder, which consent shall not unreasonably be withheld. 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 the Developer~~s~~ or its successors or assigns. If no response is given by the City within 14 calendar days following Developer's delivery of a request for consent, the City consent will deemed to have been granted. This restriction on assignment is not intended to prohibit or impede the sale of parcels of fully or partially improved or unimproved land by Developer~~s~~ prior to construction of buildings or improvements on the parcels, with Developer~~s~~ retaining all rights and responsibilities under this Agreement.

5.4 No Joint Venture, Partnership or Third Party Rights. This amended Development Agreement in and of itself does not create any joint venture, partnership, undertaking or business arrangement between the parties hereto, nor any rights or benefits to third parties.

5.5 Integration. This amended Development Agreement and the Approval Documents collectively contain the entire agreement with respect to the subject matter hereof and integrates all prior conversations, discussions or understandings of whatever kind or nature and may only be modified by a subsequent writing duly executed by the parties hereto.

5.6 Severability. If any part or provision of this amended 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 amended Agreement except that specific provision determined to be unconstitutional, invalid or unenforceable. If any condition, covenant or other provision of this Agreement shall be deemed invalid due its scope or breadth, such provision shall be deemed valid to the extent of the scope or breadth permitted by law.

5.7 Attorney's Fees. If this amended Development Agreement or any of the Exhibits hereto are breached, the party at fault agrees to pay the attorney's fees and all costs of enforcement of the non-breaching party.

5.8 Minor Administrative Modification. Minor, immaterial administrative modification may occur to the approvals contemplated and referenced herein without revision of this Agreement.

5.9 No Waiver. Failure to enforce any rights under this Agreement or applicable laws shall not be deemed to constitute a waiver of such right.

6. Phasing.

6.1 Project Phasing. The Project may be platted and constructed in phases in accordance with the phasing plan approved together with this amended Agreement (Exhibit E), and in accordance with the LMC. The final plat including utility plans for the last phase of the Project shall be recorded no later than ten years from the date of this amended Agreement. The Developer~~s~~ may proceed by platting and constructing the Project all at one time or by phase for portions of the Project as market conditions dictate, as long as each phase provides a logical extension of the road system, infrastructure and facilities through the Project in conformance with the requirements of this Agreement and the LMC. ~~(Exhibit E). Project platting and construction may occur in phases based upon market conditions. The final plat for the last phase of the Project shall be recorded no later than 10 years from the date of this Agreement.~~ In the event of such phasing, the issuance of a building permit on the first such phase shall be deemed to satisfy the requirement of issuance of a building permit in Section 5.1 above. Any modifications or elaborations to the approved Phasing Plan must be approved by the Chief Building Official prior to the commencement of construction of the applicable phase. If such proposed modifications or elaborations are substantial as determined by the Chief Building Official and the Planning Director, such modifications or elaborations will come before the Planning Commission for approval. Project amenities including, but not limited to the Club House, Public Park, and trails ~~and community garden~~ shall be provided in accordance with the schedule outlined in the Conditions of Approval for the amended Master Planned Development Action Letter (Exhibit C).

6.2 Construction of Access. Developer~~s~~ may commence grading access to the Project as approved by the City Engineer according to the generally accepted engineering practices and standards, and pursuant to permit requirements of the LMC, The International Building and Fire Codes, and the Army Corps of Engineers. Developer~~s~~ shall be responsible for maintenance of any such accesses until they are completed according to City standards and accepted by the City.

7. Water.

7.1 Water Agreement. Pursuant to the July 2, 2010 Water Agreement, that is Exhibit C to the July 2, 2010, Annexation Agreement (Exhibit G of this Agreement) of this Agreement), the developer~~s~~ is ~~are~~ not required to dedicate water rights to City in support of this Agreement or the Project. However, Developer~~s~~ acknowledges that water development fees will be collected by Park 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 Developer~~s~~ or to individual building permit applicants developing within the Project.

8. Affordable Housing.

8.1 Affordable Housing Commitments. There are three distinct affordable housing commitments within this project:

Transferred IHC Units. 44.78 Affordable Unit Equivalents (AUEs) will be constructed in fulfillment of the affordable housing obligation associated with IHC/Burbs Annexation. One AUE is 800 square feet. These AUEs will be configured as 28 townhomes on Lots T1-T28. These units will be provided in accordance with Housing Resolution 17-99.

MPD-Required Affordable Units. The CT Zone requires a residential MPD to provide an affordable housing contribution equivalent to 20 percent of the market rate residential units. The Developers will provide 32 Affordable Unit Equivalents (AUEs) configured as 16 cottage units. In the first phase the affordable units will be located on the following lots: 36, 39, 42, 54, and 75. Affordable units for subsequent phases will be identified with the Final Subdivision plats for those phases. ~~C6, C15, C37, C52-C53, C101, C104, C157, C161, H60, H152, and H168.~~ These units will be provided in accordance with Housing Resolution 17-99.

City Attainable Units. One of the expressed public purposes for the City's participation in this development was to provide additional affordable housing in the community. In addition to the AUEs described above, an additional 35 units will be included in the subdivision. These units will be developed in accordance with Housing Resolution 2007 with the goal of creating a greater diversity of housing type and community access. These units are located on the following lots: ~~D1-12, P1-P8, C27-35.~~Lots 1-35.

The Developer~~s~~ must submit a Housing Mitigation Plan to the Park City Housing Authority for approval prior to the issuance of building permits. The Housing Mitigation Plan shall address the following: 1) the schedule setting forth the phasing of the required AUEs, which will be in conjunction with the overall phasing and development plan of the community; 2) a~~. A~~ description of the marketing plan including how the Developer~~s~~ is ~~are~~ addressing the City's local preference options;~~,~~ 3) anticipated sale prices by unit type, recognizing that the community will be developed over several years and in a variety of market conditions;~~,~~ 4) the method by which the units will remain affordable; and 5) the term and duration of affordability. A deed restriction shall be recorded against the plat prior to the issuance of building permits. The Developer~~s~~ shall comply with the Affordable Housing requirements prior to receiving any certificates of occupancy, as detailed in the amended Master Planned Development conditions of approval as attached hereto as Exhibit C.

9. Traffic Mitigation.

9.1 Signalized Intersection Improvements. Developer~~s~~ shall provide all required improvements in the Annexation Agreement and as further specified in Exhibit C-the amended Park City Heights MPD approval. However, a grade- separated bike lane that connects to the rail trail shall be provided on the north side of Richardson Flat Road in lieu of striped bike lanes on Richardson Flat Road as was initially proposed in the Annexation Agreement. This change is based upon Planning Commission's recommendation to provide the bike lane as grade-separated from the travel lanes to increase safety especially for younger children who may travel to school by bicycle.

The City shall address assignment of costs of the improvements required herein or any latecomer contribution at the time of any subsequent purchase agreement or assignment of this Agreement. At a minimum, should the City retain development responsibility of the Intersection Improvements, any subsequent Developers agree to contribute 18 percent or $350,000, whichever is less, toward the cost of the intersection improvements.

10. Form of Ownership Anticipated for Project.

The Project will consist of 1) 160 individually owned market rate units distributed as a mix of cottage units on 5,200 ~~6,000~~ to 9,400 ~~8,600~~ square foot lots and detached single family homes on 8,000 to 48,000 square foot lots; 2) Twenty-eight (28) individually owned deed restricted townhouse units; and 3) Fifty-one (51) individually owned deed restricted housing units as a mix of single family detached, cottage homes, and townhomes. All roads are to be dedicated as public roads. All common areas, with the exception of the City Park, are to be owned in common and maintained by the HOA. Any condominimization of the Project for private ownership and common ownership of land and common ownership of land and common facilities shall be in compliance with applicable law.

11. Physical Mine Hazards.

There are no known Physical Mine Hazards on the property as determined through the exercise of reasonable due diligence by the Owner (see attached Exhibit F).

12. Notices.

All notices, requests, demands, and other communications hereunder shall be in writing and shall be given (i) by Federal Express, UPS, or other established express delivery service which maintains delivery records, (ii) by hand delivery, or (iii) by certified or registered mail, postage prepaid, return receipt requested, to the parties at the following addresses, or at such other address as the parties may designate by written notice in the above manner:

To Developers:

Ivory Development
978 East Woodoak Lane
Salt Lake City, UT 84117
Attn: Christopher P. Gamvroulas, President

~~The Boyer Company~~
~~90 South 400 West, Suite 200~~
~~Salt Lake City, UT 84101-1365~~
~~Attn: Patrick Moffat~~

~~Park City~~
~~445 Marsac Avenue~~
~~PO Box 1480~~
~~Park City, UT 84060~~
~~Attn: Phyllis Robinson~~

To Park City:

Park City Municipal Corporation
445 Marsac Avenue
PO Box 1480
Park City, UT 84060
Attn: City Attorney

Such communication may also be given by facsimile and/or email transmission, provided any such communication is concurrently given by one of the above methods. Notices shall be deemed effective upon receipt, or upon attempted delivery thereof if delivery is refused by the intended recipient or if delivery is impossible because the intended recipient has failed to provide a reasonable means for accomplishing delivery.

12. List of Exhibits.

~~Exhibit A- Legal Description~~
~~Exhibit B- MPD Site Plan~~
~~Exhibit C- MPD Action letter~~
~~Exhibit D- Annexation Agreement and Exhibits~~
~~Exhibit E- Phasing Plan~~
~~Exhibit F- Physical Mine Hazards Letter~~

Exhibit A- Legal Description
Exhibit B- Amended MPD Site Plan
Exhibit C- November 6, 2013 amended MPD Action letter
Exhibit D- Ordinance 10-24 and July 2, 2010 Annexation Agreement and Exhibits
Exhibit E- Amended MPD Phasing Plan
Exhibit F- Physical Mine Hazards Letter
Exhibit G- Amended Water Agreement

IN WITNESS WHEREOF, this amended Development Agreement has been executed by ~~The Boyer Company~~Ivory Development, L.L.C., a Utah limited liability company ~~and Park City Municipal Corporation~~ as Developer~~s~~ and Park City Municipal Corporation, by persons duly authorized to execute the same and by the City of Park City, acting by and through its City Council as of the ___ day of _____, ~~2011~~2014.

DEVELOPER:

Ivory Development, LLC
A Utah limited Liability Company

By: _____
Christopher P. Gamvroulas, President

Notary Public:

STATE OF UTAH)
: ss
COUNTY OF SUMMIT)

On this day of , 2014, personally appeared before me , whose identity is personally known to me/or proved to me on the basis of satisfactory

evidence and who by me duly sworn/affirmed), did say that he is a member of Ivory Development, a Utah limited Liability Company by Authority of its Bylaws/Resolution of the Board of Directors, and acknowledged to me that said LLC executed the same.

PARK CITY MUNICIPAL CORPORATION

By: _____
Jack Thomas, Mayor

ATTEST:

By: _____
Marci Heil, City Recorder

APPROVED AS TO FORM:

_____
Mark D. Harrington, City Attorney

~~**PARK CITY MUNICIPAL CORPORATION**~~

~~By: _____~~
~~Dana WilliamsJack Thomas, Mayor~~

~~ATTEST:~~

~~By: _____~~
~~Janet M. ScottMarci Heil, City Recorder~~

~~APPROVED AS TO FORM:~~

_____
~~Mark D. Harrington, City Attorney~~

DEVELOPERS:

The Boyer Company, L.C., Ivory Development,LLC
A Utah limited Liability Company

By: Patrick Moffat

STATE OF UTAH)
: ss
COUNTY OF SUMMIT)

On this ____ day of_____, 20112014, personally appeared before me _____, whose identity is personally known to me/or proved to me on the basis of satisfactory evidence and who by me duly sworn/affirmed), did say that he is a member of Boyer CompanyIvory Development, a Utah limited Liability Company by Authority of its Bylaws/Resolution of the Board of Directors, and acknowledged to me that said LLC executed the same.

Notary Public

And;

Park City Municipal Corporation
PO Box 1480
Park City, UT 84060

By: Thomas B. BakalyDiane Foster, City Manager

STATE OF UTAH)
: ss
COUNTY OF SUMMIT)
On this ____ day of_____, 20112014, personally appeared before me _____, whose identity is personally known to me/or proved to me on the basis of satisfactory evidence and who by me duly sworn/affirmed), did say that she is a member of Park City Municipal Corporation.

Notary Public

EXHIBIT A

BOUNDARY DESCRIPTION

A parcel of land located in the South Half of Section 2 and portions of Section 11, Township 2 South, Range 4 East, Salt Lake Base and Meridian, said parcel being more particularly described as follows:

Beginning at a Park City Boundary Aluminum Cap marking the West Quarter Corner of Section 11, Township 2 South, Range 4 East, Salt Lake Base and Meridian; and running

thence North 00°19'41" East 1,474.01 feet along the West Section Line of said Section 11, also being along the Easterly Boundary Line of the Hidden Meadows Subdivision Annexation Plat recorded as Entry No. 425892 in the Office of the Summit County Recorder;

thence North 63°17'52" East 344.36 feet along the Easterly Boundary Line of said Hidden Meadows Subdivision Annexation Plat;

thence North 75°52'07" East 1,501.92 feet along the Easterly Boundary Line of said Hidden Meadows Subdivision Annexation Plat;

thence North 38°46'13" West 606.70 feet along the Easterly Boundary Line of said Hidden Meadows Subdivision Annexation Plat;

thence North 39°40'23" West 214.68 feet along the Easterly Boundary Line of said Hidden Meadows Subdivision Annexation Plat to the North Section Line of said Section 11;

thence South 88°46'45" East 89.54 feet along the North Section Line of said Section 11 to the 1/16 Corner of said Section 2;

thence North 00°00'41" East 1,415.34 feet along the 1/16th Section Line of said Section 2 to the Southerly Right-of-Way Line of the abandoned Union Pacific Railroad Property;

thence North 68°35'10" East 611.63 feet along the Southerly Right-of-Way Line of said abandoned Union Pacific Railroad Property;

thence Northeasterly 622.07 feet along the arc of a 1,532.69 foot radius curve to the left (center bears North 21°24'50" West and the chord bears North 56°57'32" East 617.81 feet with a central angle of 23°15'16") along the Southerly Right-of-Way Line of said abandoned Union Pacific Railroad Property to the Southerly Right-of-Way Line of Richardson Flat Road (UDOT FAP 93-B);

thence South 89°20'19" East 143.65 feet along the Southerly Right-of-Way Line of Richardson Flat Road (UDOT FAP 93-B);

thence Southeasterly 252.20 feet along the arc of a 2,814.90 foot radius curve to the right (center bears South 00°39'41" West and the chord bears South 86°46'19" East 252.11 feet with a central angle of 05°08'00") along the Southerly Right-of-Way Line of Richardson Flat Road (UDOT FAP 93-B);

thence South 84°12'19" East 300.22 feet along the Southerly Right-of-Way Line of Richardson Flat Road (UDOT FAP 93-B) to the Westerly Right-of-Way Line of State Highway 40;

thence South 07°02'52" East 965.75 feet along the Westerly Right-of-Way Line of said State Highway 40;

thence South 07°03'48" East 1,299.91 feet along the Westerly Right-of-Way Line of said State Highway 40;

thence South 42°31'04" West 3,012.86 feet;

thence South 103.66 feet to the projection of the Northerly Boundary Line of the Morning Star Estates Subdivision recorded as Entry No. 376621 in the Office of the Summit County Recorder;

thence North 89°30'31" West 1,368.96 feet along the Northerly Boundary Line of said Morning Star Estates Subdivision and its projections thereof to the point of beginning.

Contains 8,518,648 Square Feet or 195.561 Acres

PARCEL 2

Beginning South along the Quarter Section line 1834.13 feet from the North Quarter corner of Section 2, Township 2 South, Range 4 East, Salt Lake Base and Meridian, thence South along the Section line 805.87 feet, more or less, to the Eastwest Quarter Section line of the said Section 2, thence West along the said Quarter Section line 1450.00 feet, more or less, to the Easterly line of Highway Alt 40, thence Northeasterly along the highway 880.00 feet, more or less, thence East 1100.00 feet, more or less, to the point of beginning.

LESS THAT property taken by the United States of America by Declaration of Taking, recorded March 1, 1990, as Entry No. 327133, in Book 571, Page 595, official records of Summit County, Utah.

LESS THAT portion conveyed to the Utah Department of Transportation by Warranty Deed, recorded March 4, 1999, Entry No. 532113, in book 1235, Page 761, and more particularly described as follows:

Beginning at the Southwest corner of said entire tract, which is approximately 804.672 meters (2640.00 feet) South 0°27'25" West along the Quarter Section line to the center Quarter corner of said Section 2 and approximately 440.029 meters (1443.66 feet) North 89°49'09" West along the Quarter Section line from the North Quarter corner of said Section 2, which point is on the Easterly right of way line of said existing highway State Route 248, and running thence North 22°01'00" East 66.512 meters (214.93 feet) along said Easterly right of way line and the Westerly boundary line of said entire tract to a point 19.405 meters (63.66 feet) perpendicularly distant Easterly from control line of said project, thence North 26°18'21" East 122.266 meters (401.14 feet) along said Easterly right of way line and said West boundary line to a point 27.659 meters (90.74 feet) perpendicularly distant Easterly from said control line, thence South 22°01'00" West 183.771 meters (602.92 feet) to the Southerly boundary line of said entire tract at a point 29.001 meters (95.15 feet) perpendicularly distant Easterly from said control line, thence North 89°49'09" West 9.851 meters (32.32 feet) along said South boundary line to the point of beginning as shown on the official map of said project on file in the office of the Utah Department of Transportation.

Parcel 2 contains 1,048,893 sq. ft., and 24.08 acres

EXHIBIT B

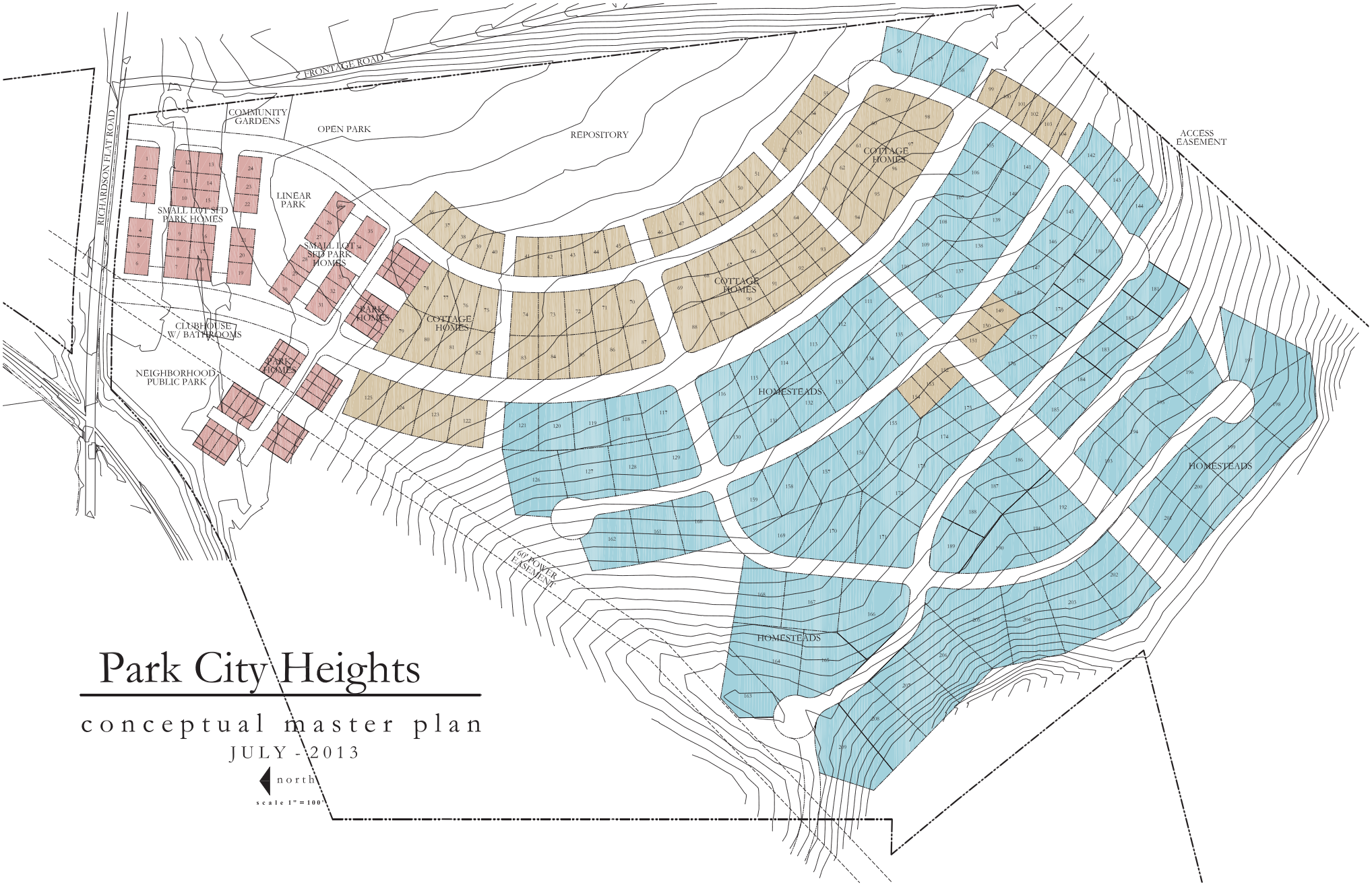

FRONTAGE ROAD
RICHARDSON FLAT ROAD
COMMUNITY GARDENS
OPEN PARK
REPOSITORY
ACCESS EASEMENT
LINEAR PARK
SMALL LOT SFD PARK HOMES
SMALL LOT SFD PARK HOMES
PARK HOMES
COTTAGE HOMES
COTTAGE HOMES
COTTAGE HOMES
CLUBHOUSE W/ BATHROOMS
NEIGHBORHOOD PUBLIC PARK
PARK HOMES
HOMESTEADS
HOMESTEADS
HOMESTEADS
60' POWER EASEMENT
Park City Heights
conceptual master plan
JULY - 2013
north
scale 1" = 100'

EXHIBIT C

(Amended April 23, 2014, as redlined, see conditions of approval #36 and #56)

November 18, 2013

Brad Mackay
Ivory Development
978 Woodoak Lane
Salt Lake City, UT 84117

NOTICE OF PLANNING COMMISSION ACTION

Project Description:	Park City Heights MPD amendment and preliminary plat revision
Project Numbers:	PL-13-02009
Project Address:	Richardson Flat Road
Date of Final Action:	November 6, 2013

Action Taken
The Planning Commission conducted a public hearing and approved the Park City Heights MPD amendment and revisions to the preliminary plat. Approval was granted in accordance with the Findings of Fact, Conclusions of Law, and Conditions of Approval as follows:

Findings of Fact
1. The Park City Heights MPD includes the following:

a. 160 market rate units distributed in a mix of: cottage units on smaller lots (lots are approximately 6,000 to 8,600 sf in size); single-family detached units on approximately 8,000 sf to 27,000 sf lots; and single family detached on two upper lots which are approximately 44,000 and 48,000 sf each. The approximate distribution of types of product is identified in the Design Guidelines.

b. 28 deed restricted townhouse units (44.78 affordable unit equivalents or AUE). These 28 units meet the required IHC affordable units under their affordable housing obligation and are configured as seven four-plexes.

c. 16 deed restricted units (32 AUE). These 16 units meet the affordable housing required by the CT zone (LMC 15-2.23-4(A) (8)) and the Affordable Housing Resolution 17-99. These units are configured as a mix of single-family detached, cottage homes, and townhouse units. These units will be configured as Single Family Detached Cottage Homes and dispersed throughout the cottage homes area.

d. 35 additional non-required deed restricted affordable units in a mix of unit types. These units will be configured as small lot Single Family Detached Park Homes.

e. All units (including all deed restricted units) will be constructed to, National Association of Home Builders National Green Building Standards Silver Certification (or other equivalent Green Building certification approved by the Planning Director) OR reach LEED for Homes Silver Rating (minimum 60 points). Green Building Certification or LEED rating criteria to be used shall be those applicable at the time of the building permit submittal.

In addition to meeting Green Building or LEED for Homes checklists and in order to achieve water conservation goals, each house must either: 1) 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 2) achieve a minimum combined 10 points within the 1) Sustainable Sites (SS2) Landscaping and 2) Water Efficiency (WE) categories of the LEED for Homes Checklist. Points achieved in these resource conservation categories will count towards the overall score. Third party inspection will be provided. An industry standard Third Party inspector shall be mutually agreed upon by the Chief Building Official and the applicant prior to building permit issuance.

f. A total of 171.5 acres of open space (not including open space within individual lots) is provided. This is approximately 72% of the entire 239 acres. This total includes the 24 acre parcel located adjacent to Highway 248 that is deeded to the City for open space.

g. An additional 5 acres of deeded open space is provided on Round Valley Drive adjacent to US 40 south of the Park City Medical Center. This open space is not included in the 72% figure. This is in exchange for transferring the 28 IHC deed restricted townhouse units to the PC Heights neighborhood. This parcel is deed restricted per requirements of the Burbidge/IHC Annexation and Development Agreements.

h. A dedicated 5.70 acres () of public neighborhood parklands with fields, tot lot and playground equipment, shade structure, paths, natural areas, and other amenities to be designed and constructed by the developer and maintained by the City. This parkland is included in the open space calculations. Bathrooms are proposed in the club house with exterior access for the public park users. Community gardens may be developed by the HOA in close proximity to the parkland within open space areas adjacent to the small lot Park Homes or the Park Homes.

i. intentionally left blank

j. 3 to 4 miles of soft surface trails within and around the property and an additional mile or so of hard surfaced sidewalks and paths along the Project's streets.

k. Trail connections to the Rail Trail and Quinn's trail, including trail on the north side of Richardson Flat Road from the 248 underpass to the Rail Trail and trail on the south side of the Road from the project to the Rail Trail. Trail connections to the south property line for future connections to the Jordanelle area. Trail easements on north side of Richardson Flat Road from Rail Trail to the east property line. Trail connections to the Park City and Snyderville Basin back country trails system. Trails are further described in Finding #11.

l. A Transit bus shelter along Richardson Flat road including "dial-a-ride signs" (City bus service is expected to be extended to Park City Heights and the Park and Ride).

m. Bike racks at the club house and Public Park.

n. Cross walk across Richardson Flat road at the rail trail.

o. A 3,000 sf community center/club house shall be constructed by the developer; Exterior access bathrooms will be available for park users.

p. Water infrastructure improvements that enhance the City's overall water system and provide redundancy as required by the Water Agreement executed as part of the Annexation Agreement. Water shares were dedicated to the City as part of a pre-annexation agreement.

q. Transportation improvements to the Richardson Flat/248 intersection including lane improvements and installation of a traffic signal to provide intersection safety (controlled left turn) and putting the Park and Ride facility and Park City Heights on the City bus route. These transportation improvements meet the requirements in the Annexation Agreement.

r. Following Wildlife recommendations as identified in the Biological Resources Overview prepared by Logan, Simpson Design, Inc. amended March 17, 2011.

s. Design Guidelines approved as part of this MPD apply to all lots, with the exception of the 2 upper lots proposed to be subject to the CCRs for the Oaks at Deer Valley, or equivalent.

t. No sound barrier walls or structures along US 40 within or related to the MPD.

u. Construction of support commercial such as a daycare facility, café, or other support commercial/offices would be the responsibility of the owner/developer of said property.

2. The Park City Heights MPD is subject to the Park City Heights Annexation Agreement approved by the City Council on May 27, 2010. The Annexation Agreement sets forth terms and conditions of annexation, zoning, affordable housing, land use, density, transportation and traffic, phasing, trails, fire prevention, road and road design, utilities and water, fiscal impact analysis, snow removal, fees, and sustainable development requirements for the 239 acre Park City Heights MPD. The MPD as conditioned is in compliance with the requirements of the Annexation Agreement.

3. The Park City Heights Annexation Agreement includes a Water Agreement as an integral component. The Water Agreement sets forth terms and conditions related to water facilities, restrictions regarding water, and phasing of development as it relates to completion of water infrastructure. The MPD as conditioned is in compliance with the Water Agreement.

4. On June 17, 2010, the applicants submitted a pre-MPD application based on the annexation approval and agreement. The Planning Commission reviewed the pre-MPD application at two (2) meetings (July 14 and August 11, 2010) and found the application to be in initial compliance with applicable elements of the Park City General Plan.

5. On June 30, 2010, the applicants submitted a complete MPD application.

6. The property was posted and notice was mailed to property owners within 300 feet. Legal notice was also published in the Park Record as required by the Land Management Code.

7. Public hearings on the MPD were held on October 13th, November 10th, and December 8th, 2010 and on February 9th, February 23rd, March 9th and March 23rd, 2011 and on April 27, 2011.

8. The property is located within the Community Transition (CT) zone. The MPD is in compliance with all applicable requirements of the CT zone, including density, uses, building setbacks, building height, parking, open space, affordable housing, and sustainable development requirements.

9. Access to the site is from Richardson Flat Road, a public road previously known as Old Dump Road. No access is proposed to the currently unimproved US 40 frontage road (UDOT) along the east property line. No roads are provided through the Park City Heights MPD to the Oaks, Royal Oaks, or any other neighborhood within the Deer Valley MPD, consistent with the Annexation Agreement.

10. Utilities are available in the area, however extension of utilities or utility upgrades to the development site are required. A final utility plan will be submitted with the final subdivision plats to be reviewed by the Interdepartmental and Utility Service providers Development Review Team. City Staff will provide utility coordination meetings to ensure that utilities are provided in the most efficient, logical manner and that comply with best practices, including consideration of aesthetics in the location of above ground utility boxes. Location of utility boxes shall be shown on the final utility plans. The MPD phasing plan shall be consistent with conditions of the Annexation Agreement related to provision of public services and facilities.

11. The MPD includes 1) a paved connector trail on the south side of and separated from Richardson Flat Road, from the project to the Rail Trail, 2) a paved connector trail on the north side of and separated from Richardson Flat Road, from the SR 248 underpass to the Rail Trail, 3) a trail connection from trails within the project to the south property boundary line, 4) a trail easement along the north side of and separated from Richardson Flat Road from the Rail Trail to the east property boundary line, and 5) several miles of paved and soft surfaced trails throughout the development. All trails will be constructed by the developer consistent with the Park City Trails Master Plan.

12. The MPD includes a dedicated neighborhood public park to be constructed by the developer according to the City's parks plan, and as further directed by the City Council. Bathrooms are provided at the clubhouse with exterior access for the park users.

13. Parking within the MPD is proposed at two spaces per unit within private garages. Additional surface parking is provided for guests, the community gardens/park areas, and the neighborhood clubhouse/meeting area. The streets have been designed to allow for parking on one-side per the City Engineer. Final street design will be determined at the time of the final plat and additional off-street guest parking areas will be incorporated into the design.

14. The proposed MPD density of 1 unit per acre complies with the density allowed by the CT zone. (239 units on 239 acres) The net density is 0.82 units per acre (195 units on 239 acres), excluding the 44 required deed restricted housing units. The density is consistent with the Annexation Agreement. If the additional 35 deed restricted affordable units are excluded in this analysis the net density is 0.67 units per acre (160 units on 239 acres).

15. The LMC requires a Sensitive Lands Analysis for all Master Planned Development applications. The MPD application included a Sensitive Lands Analysis.

16. A portion of property is located within the designated SR 248 Entry Corridor. This area is identified in the MPD as open space and all required entry corridor setbacks of 200' are complied with.

17. The property contains SLO designated steep slopes, ridgelines and wetland areas. These areas are identified in the MPD as open space areas and all required wetland and stream setbacks are complied with.

18. A wildlife study was conducted and a report (December 2010) was prepared by Logan Simpson Design, Inc. A revised report was prepared on March 17, 2011. The wildlife study

addresses requirements of the Land Management Code and provides recommendation for mitigation of impacts on wildlife. An updated report was submitted by Logan Simpson Design, Inc. on July 7, 2011. The purpose of the updated report was to provide additional recommendations on mitigating impacts of the development on the wildlife in the area; to validate the observations of the earlier biological reports; to further study and identify wildlife movement corridors, evidence of species of high public interest such as Elk, Moose, Deer, and other small mammals; locations of dens or nesting sites; and to identify any areas of high native species diversity.

19. The site plan complies with the minimum MPD required 25' setback around the perimeter of the property. Setbacks range from 25' to 690' (greater to the south property line).

20. The locations of the proposed units are consistent with the MPD site planning and Sensitive Lands Overlay criteria.

21. The property is visible from the designated LMC Vantage point along State Road 248 and a visual analysis was conducted by the applicant from this Vantage point. Additional visual analysis was provided from the intersection of Richardson Flat Road and SR 248. Units along the western perimeter are most visible along the minor ridge from SR 248. Any units along this perimeter that are over the 28' height limit as measured in the zone will be required to obtain an Administrative Conditional Use Permit.

22. Intentionally left blank.

23. Design Guidelines for the Park City Heights MPD address site planning, setbacks, house sizes, architecture and design, sustainability and best practices, landscaping and water conservation, and other requirements of the Annexation Agreement.

24. A comprehensive traffic study and analysis of the Property and surrounding properties, including existing and future traffic and circulation conditions was performed by the Applicant's traffic consultant, Hales Engineering, dated June 7, 2007, on file at the Park City Planning Department. An updated traffic volume and trip generation report was provided by Hales Engineering on September 27, 2010. An additional traffic update was provided in 2008 by InterPlan Co at the request of the City Transportation Department. The Hales Engineering study was utilized during the annexation process in the determination of density and requirements for traffic and transportation related impact mitigations. The City's Transportation Department prepared a Short Range Transit Development Plan to study demand for transit, routes, efficiency of the transit system, etc. This Transit Plan addresses the timeline for bus service in the Quinn's Junction area. The City's Transportation Master Plan update will include the projected traffic from Park City Heights MPD in the recommendations for transportation improvements within the City.

25. Construction traffic is required to be addressed in the Construction Mitigation Plan.

26. A Geotechnical Study for the Park City Heights Development was provided by Gordon, Spilker Huber Geotechnical Consultants, Inc. (June 9, 2006). Expansive clay soils were encountered across the site in the upper two and one-half to nine and one-half feet. Shallow bedrock was found within portions of the site. Special construction methods, removal of these unsuitable soils, and other mitigations are spelled out in the Study. An additional geotechnical report was prepared by AGEC dated December 20, 2011 and submitted to the City.

27. A Fire Protection Report (March 2011) identifies potential Wildland urban interface areas within the MPD. Prior to issuance of building permits the Building Department will review individual building fire protection plans for compliance with recommendations of the Fire

Protection Report and applicable building and fire codes. The fire protection component of the plan shall ensure that Park City's ISO rating is not negatively affected by development of the site.

28. Affordable housing obligations of the MPD are consistent with the affordable housing described by the Park City Heights Annexation Agreement, Housing Resolution 17-99 and as required by the CT zone. The MPD provides up to an additional 35 deed restricted housing units over the 28 deed restricted townhouse units (44.78 affordable unit equivalents (AUE) required by the IHC MPD and the 16 deed restricted units (32 AUE) required by the CT zone for the 160 market rate units). These affordable units are configured as a mix of single-family detached, cottage units, and attached townhouse units. The additional 35 non-required deed restricted affordable units are proposed to be configured as the small lot Park homes as part of this MPD consistent with the needs described in Housing Market Assessment for Park City, dated September 2010. All units are proposed as for sale units. Defining the configuration of units to be as follows:

a. 35 Deed restricted units will be configured as Small Lot Single Family Detached Park Homes.
b. 28 Deed restricted townhouse units will be configured as attached Four-plex Park Homes.
c. 16 Deed restricted units will be configured as Single Family Detached Cottage Homes dispersed throughout the development.

29. No building height exceptions have been requested and all buildings will comply with the height limitations of the CT zone.

30. Lots have been positioned to minimize visual impacts on adjacent structures. Potential problems on neighboring properties caused by shadows, loss of solar access, and loss of air circulation, have been mitigated to the extent possible as further described in the Park City Heights Design Guidelines.

31. Utilities must be extended to the site to sustain the anticipated uses. Thirty (30') foot wide non-exclusive utility easements are generally necessary for long term maintenance and shall be dedicated on the final subdivision plats. Off-site improvements are necessary to serve the site with utilities.

32. Off-site trail and intersection improvements may create traffic delays and potential detours, short term access and private driveway blockage, increased transit time, parking inconveniences, and other impacts on the adjacent neighborhoods and to the community in general. Construction Mitigation Plans are required and shall be required to include mitigation for these issues.

33. A Construction Mitigation Plan (CMP) is necessary to identify impacts and propose reasonable mitigation of these impacts on the site, neighborhood, and community due to construction of this project. The CMP shall include information about specific construction phasing, traffic, parking, service and delivery, stock-piling of materials and staging of work, work hours, noise control, temporary lighting, trash management and recycling, mud and dust control, construction signs, temporary road and/or trail closures, limits of disturbance fencing, protection of existing vegetation, erosion control and storm water management.

34. Final road designs will be provided to the Planning Commission for review with the final subdivision plats. To minimize visual impacts and to minimize disturbance of existing vegetation due to large areas of cut and fill slopes, low retaining structures (in steps of 4' to 6') are recommended. These low retaining structures may be stepped to minimize their height. Design of these retaining structures is included in the PC Heights Design Guidelines to ensure consistency of design, materials, and colors throughout the development.

35. A storm water run-off and drainage plan is necessary to ensure compliance with Park City's Storm Water Management policies and plans and storm water Best Management Practices for storm water during construction and post construction with special considerations to protect the wetlands delineated on and adjacent to the site.

36. A financial guarantee for all landscaping and public improvements is necessary to ensure completion of these improvements and to protect the public from liability and physical harm if these improvements are not completed by the developer or owner in a timely manner. This financial guarantee is required prior to building permit issuance.

37. Intentionally deleted.

38. A master sign plan is required for Planning Department review and approval and all individual signs, including subdivision identification signs, require a sign permit prior to installation.

39. Sound mitigation may be desired by owners of units along US 40. Conditions of approval prohibit sound barrier walls within the MPD. However, other sound mitigation measures may be accomplished with landscaping, berming, smart housing design and insulation, and sound barriers constructed as part of the dwelling units.

40. Section 15-6-4 (G) of the LMC states that once the Planning Commission has approved an MPD, the approval shall be put in the form of a Development Agreement.

41. The applicant stipulates to the conditions of approval.

42. The discussion in the Analysis sections of the March 23, 2011, October 9, 2013, and November 6, 2013 Planning Commission Staff Reports are incorporated herein.

43. The applicants have met with Rocky Mountain Power and have increased the Rocky Mountain Power line setbacks as required by this Utility.

44. The site plan for the proposed MPD has been designed to minimize the visual impacts of the development from the SR 248 Entry Corridor and has preserved, through open space, the natural views of the mountains, hillsides and natural vegetation consistent with Park City's "resort character".

45. The 171.5 acres of open space adjacent the development, the trail connections and improvements, and proposed neighborhood public park, as conditioned, will provide additional recreational opportunities to the Park City community and its visitors, which strengthens and enhances the resort character of Park City.

46. The opportunities for mixed affordable housing types, including rental units, within the development will strengthen the resort economy by providing attainable housing options in a sustainable and energy efficient community for workers in Park City's tourism/resort based industries.

47. Surrounding uses include open space, Highway 248, US 40, the Rail Trail, the Municipal Water Treatment Plant, Quinn's recreation complex (fields and ice rink), and the IHC medical center and offices.

48. The MPD provides direct connection to and critical improvements of the Rail Trail and provides alternative transportation opportunities for recreation and commuting, such as biking,

walking, in-line skating, and cross country skiing to Park City's business district at Prospector Square (within 2 miles) and to the IHC medical complex.

49. The MPD provides for remediation of historic mine soils for the good of the greater Park City community.

50. Further soils investigation work was conducted and a Site Characterization Report was prepared by IHI Environmental (May 6, 2013) to identify and locate historic mine soils and to draft a remediation plan to submit to the State Department of Environmental Quality as part of the Voluntary Cleanup Program.

Conclusions of Law

1. The amended MPD, as conditioned, complies with all requirements outlined in the applicable sections of the Land Management Code, specifically Chapter 6- Master Planned Developments Section 15-6-5.

2. The amended MPD, as conditioned, is compatible with surrounding structures in use, scale, mass, and circulation.

3. The amended MPD, as conditioned, is consistent with the Park City General Plan.

4. The amended MPD, as conditioned, is consistent with the Park City Heights Annexation Agreement in terms of uses, density, housing types, site plan, affordable housing, open space, trail connections, road and intersection improvements, interconnectivity within the neighborhood, and provided neighborhood amenities.

5. The amended MPD, as conditioned, strengthens and enhances the resort character of Park City by providing a residential neighborhood of mixed housing types and prices connected by trails to parks, schools, recreation facilities, employment centers, medical facilities, and commercial areas and that is buffered by larger interconnected areas of open space that preserve entry corridor views of the resort areas and provide wildlife movement corridors.

6. The amended MPD, as conditioned, is Compatible in use, scale and mass with adjacent properties, and promotes neighborhood Compatibility.

7. The amended MPD provides amenities to the community so that there is no net loss of community amenities in that trail improvements, parkland, affordable housing, potential for neighborhood support daycare/commercial are provided, and remediation of historic mine soils on the site will be undertaken at a benefit to the community at large.

8. The amended MPD is consistent with the employee Affordable Housing requirements as adopted by the City Council at the time the Application was filed. Additional affordable house, above that required is provided within the neighborhood.

9. The amended MPD has been designed to place Development on the most Developable Land and preserves significant features and vegetation to the extent possible. Seventy percent of the property remains in open space, with much of the undeveloped land containing significant vegetation and characterized by steeper slopes, visible hillsides, and sensitive ridgeline areas.

10. The amended MPD promotes the Use of non-vehicular forms of transportation through the pedestrian friendly site design and by providing trail connections, sidewalks, access to the Rail Trail, and easy access to parks and open space areas.

11. The MPD and MPD amendments have been noticed and public hearings held in accordance with the LMC.

Conditions of Approval

1. All standard project conditions shall apply (Attached).

2. A final subdivision plat for each phase, or sub phase, of development shall be submitted for review by the Planning Commission and City Council and shall be recorded prior to issuance of building permits for individual units within that plat. The plats shall be consistent with the LMC, preliminary plat and the PC Heights site plan and documents reviewed and approved by the Planning Commission during the MPD approval. Final street design, including final cut and fill calculations and limit of disturbance areas, shall be submitted with all final subdivision plats to be reviewed and approved by the Planning Commission during final subdivision review. Off-street guest parking areas shall be identified on the final plats.

3. A limit of disturbance area (LOD), maximum building footprint and/or house size limitation and a setback requirement table for the lots shall be included on the final plats consistent with the Park City Heights Design Guidelines.

4. A note shall be added to the final plats stating that a landscape plan shall be submitted for City review and approval for each lot, prior to building permit issuance for that lot.

5. A note shall be added to the final plats stating that all units (including all deed restricted units) shall be constructed to, National Association of Home Builders National Green Building Standards Silver Certification (or other equivalent Green Building certification approved by the Planning Director) OR reach LEED for Homes Silver Rating (minimum 60 points). Green Building Certification or LEED rating criteria to be used shall be those applicable at the time of the building permit submittal.

In addition to meeting Green Building or LEED for Homes checklists and in order to achieve water conservation goals, each house must either: 1) 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 2) achieve a minimum combined 10 points within the 1) Sustainable Sites (SS2) Landscaping and 2) Water Efficiency (WE) categories of the LEED for Homes Checklist. Points achieved in these resource conservation categories will count towards the overall score.

Third party inspection will be provided. An industry standard Third Party inspector shall be mutually agreed upon by the Chief Building Official and the applicant prior to building permit issuance.

6. A final landscaping and irrigation plan for common areas shall be submitted with the final plats for each phase. Entry and perimeter landscaping shall be completed within six (6) months of issuance of the first building permit, weather and ground conditions permitting. Other Project landscaping, shall be completed within nine (9) months of issuance of 50% of building permits or within six (6) months of any individual Certificate of Occupancy. Landscaping materials and irrigation shall comply with the requirements of the Annexation Agreement, including the Water Agreement, and the Park City Heights Design Guidelines.

7. All exterior building materials, colors and final design details must comply with the approved Park City Heights Design Guidelines and shall be approved by staff prior to building permit issuance.

8. All exterior lighting, including any street and/or path lighting shall designed to limit the trespass of light into the night sky as much as possible and shall conform to the LMC Sections 15-5-5-(I) and 15-3-3(c) and the Park City Heights Design Guidelines.

9. All exterior lighting, with the exception of bollard lighting at the park shall be privately maintained.

10. A Construction Mitigation Plan (CMP) shall be submitted and approved by the City for compliance with the Municipal Code, as a condition precedent to issuance of any grading or building permits. The CMP shall address construction phasing, staging, storage of materials, circulation and traffic, parking, service and delivery, re-vegetation of disturbed areas, temporary signs and construction lighting, hours of operation, dust and mud control, storm water management, and other items as may be required by the Building Department. The immediate neighborhood and community at large shall be provided notice at least 24 hours in advance of construction work impacting private driveways, street closures, and interruption of utility service. The CMP shall include a site and landscape plan for the sales office building (either within the clubhouse or within a finished unit) to address landscaping, lighting, and parking for the sales office. Construction Mitigation Plans shall provide mitigation measures for traffic delays and potential detours, short term access and private driveway blockage, increased transit time, parking inconveniences, and other impacts on the adjacent neighborhoods and to the community in general.

11. The CMP shall address disposal and treatment of all excavated materials. The capping of exposed soils within the City's Soils Ordinance Boundary is subject to all applicable regulations and requirements of the Park City Soils Ordinance Title 11, Chapter 15- Park City Landscaping and Maintenance of Soil Cover. A detailed Limit of Disturbance (LOD) plan shall be submitted as part of the CMP. The Limits of Disturbance for the entire site shall minimized to the greatest extent possible, using best construction practices, and shall include the use of additional low retaining walls and steeper slopes to prevent un-necessary disturbance of native vegetation.

12. A construction recycling area and an excavation materials storage area shall be provided within the development to reduce the number of construction trips to and from the development. This condition applies at a minimum to the first two phases of development and may be waived for subsequent phases of development upon request by the applicant and upon review by the Planning, Building, and Engineering Departments.

13. A storm water run-off and drainage plan shall be submitted with the building plans and approved prior to issuance of any building permits. The plan shall follow Park City's Storm Water Management Plan and the project shall implement storm water Best Management Practices. Post development drainage shall not exceed pre-development drainage conditions and special consideration shall be made to protect the wetlands delineated on and adjacent to the site.

14. Maintenance of sidewalks (including, without limitation, snow removal), trails, lighting, and landscaping within the rights-of-way and common areas, with the exception of the Public Park and public trails, shall be provided by the HOA, unless otherwise agreed upon by the City Council. Language regarding ownership and maintenance of the open space and common areas shall be included on the final subdivision plats.

15. A financial guarantee, in a form and amount acceptable to the City and in conformance with the LMC Subdivision Regulations, for the value of all public improvements, pedestrian amenities and trails, sidewalks, bus stop amenities, landscaping (including landscaping to re-vegetate and re-landscape areas disturbed by construction related to the MPD) to be completed according to the final approved plans shall be provided to the City prior to building permit issuance for new

construction within each phase of construction. All public improvements shall be completed according to City standards and accepted by the City Council prior to release of this guarantee.

16. Final utility plans, consistent with preliminary utility plans reviewed by the Planning Commission during the MPD review, shall be submitted with the final subdivision plats. Utility plans shall be reviewed by the Interdepartmental staff members and the utility service providers as the Development Review Team. Utilities for the MPD shall be place underground.

17. The City Engineer shall review and approve all associated utility and public improvements plans (including streets and sidewalks, grading, drainage, trails, public necessity signs, street signs and lighting, and other required items) for compliance with the LMC and City standards as a condition precedent to final subdivision plat recordation. This shall include phasing plans for street construction to ensure adequate fire turn-around that minimize disturbance of native vegetation. Due to expansive soils in the area, grading and drainage plans shall include a comprehensive lot drainage plan for the entire phase of each final subdivision plat.

18. Above ground utility boxes must be shown on the final utility plans. The location of these boxes shall comply with best practices for the location of above ground utility boxes. These boxes shall be located in the most efficient, logical, and aesthetic locations, preferably underground. If located above ground the boxes shall be screened to minimize visual impacts and locations shall be approved by the City Engineer.

19. The Snyderville Basin Water Reclamation District's review and approval of the utility plans and final subdivision plats, for conformance with the District's standards for review, is a condition precedent to plat recordation and building permit issuance.

20. All construction, including grading and trails, within the Park City Soils Ordinance area shall comply with restrictions and requirements of the Park City Soils Ordinance (Municipal Code Title 11, Chapter 15).

21. Trail improvements necessary to connect the Rail Trail to the Hwy 248 tunnel trail on the north side of Richardson Flat Road, as well as the trail connection from the Rail Trail to the public park on the south side of Richardson Flat Road, will likely impact the wetlands in this area. Precedent to issuance of a building permit for these trails a wetlands impacts and enhancements plan shall be reviewed by the Planning Staff. All required wetlands permits shall be obtained from the required agencies.

22. Mitigation for the disturbance of any wetland areas shall be identified on the trail construction plan and shall include enhancements of wetlands as an amenity feature for users of the trail system.

23. Enhancements to wetland areas and other disturbed areas within the MPD could include but are not limited to educational signs, such as identification of plants and animals, ecological processes, wetlands ecology, and insights into seasonal changes to the landscape; plantings that encourage and/or provide food sources for wildlife; additional on-site water sources; cleanup of degraded areas; and new nesting habitat/bird and small mammal boxes.

24. Lots 89 and 90 of the amended preliminary subdivision plat have been shifted to match the trail phasing plan to locate the trail connection on the open space.

25. All construction, including streets, utilities, and structures shall comply with recommendations of the June 9, 2006, Geotechnical Study for the Park City Heights Development provided by Gordon, Spilker Huber Geotechnical Consultants, Inc. Special construction methods, removal of unsuitable soils, and other mitigation measures are

recommended in the Study. Additional soils studies and geotechnical reports may be required by the Building Department prior to issuance of building permits for streets, utility installation, and structures.

26. A detailed review against the Uniform Building and Fire Codes in use at the time of building permit submittal is a condition precedent to issuance of full building permit.

27. Fire protection and emergency access plans shall be submitted prior to the issuance of any building permits and shall be consistent with applicable building and fire codes and shall take into consideration the recommendations of the Fire Protection Report (March 2011). The fire protection plans shall include any required fire sprinkler systems and landscaping restrictions within the Wildland interface zones. The plans shall ensure that Park City's ISO rating is not negatively affected by the development.

28. A limit of disturbance area shall be identified during the building permit review and construction fencing will be required to mitigate construction impacts. Silt fencing is required during construction in areas where run-off and construction may impact adjacent wetlands, water ways, and undisturbed areas as determined by the Building Department.

29. Trail easements for all proposed trails in the MPD shall be platted on the final recorded subdivision plats, unless they are located within designated public open space parcels. All trails shall be constructed consistent with the Park City Trails Master Plan and the Snyderville Basin Trails Master Plan. Connections to undeveloped property to the south providing future connections to the Wasatch County shall be consistent with the Wasatch County Trails Plan.

30. Construction of the public park, trails within the first phase, trail connections to the Rail Trail on both the north and south sides of Richardson Flat road, as described in the findings, and other neighborhood amenities associated with the first phase, shall commence upon issuance of the 40th building permit for Phase I (as described in the Annexation Agreement) and shall be complete within 9 months from commencement of construction, unless otherwise directed by City Council. In subsequent phases, trails, amenities, and other improvements shall be completed prior to issuance of 50% of the certificates of occupancy for the units within that phase, or as otherwise stated in the Development Agreement.

31. The neighborhood public park shall be developed in accordance with standards set forth and required by the City Council, Recreation Advisory Board and city standards. A minimum area of 100 by 80 yards shall be initially free from fixed improvements until final field design is approved or further conditioned at subdivision approval. The park will include bathrooms in the club house with exterior access for park users.

32. An Affordable Housing Plan, consistent with the Park City Heights Annexation Agreement and as required by LMC Section 15-6-5 (J), shall be reviewed by the Planning Commission and a recommendation shall be forwarded to the Park City Housing Authority. The Park City Housing Authority shall approve the final Park City Heights Affordable Housing Plan prior to issuance of any building permits for units within the MPD.

33. As a condition precedent to receiving a certificate of occupancy for any market rate unit the City shall be provided with proof of compliance with the approved Affordable Housing Plan.

34. A master sign plan for the neighborhood shall be submitted, reviewed for compliance with the Park City Sign Code, and approved by the City, as a condition precedent to issuance of any individual sign permits.

35. No sound barrier walls or structures along Hwy 40 are permitted within the MPD. To the extent sound mitigation measures are utilized within the MPD, such measures shall be limited to landscaping and berms, energy efficient housing design and insulation, and sound mitigation constructed as part of the design of the dwelling units and shall be reviewed by the Planning Department for compliance with the Design Guidelines.

36. Approval of this Master Planned Development is subject to LMC Chapter 6- Master Planned Developments and shall expire two (2) years after execution of the amended Development Agreement, ~~on October 26, 2014,~~ unless Construction, as defined by the Uniform Building Code, has commenced on the project.

37. Pursuant to Section 15-6-4 (G) of the LMC, once the Planning Commission has approved an MPD, the approval shall be put in the form of a Development Agreement. The Development Agreement must be ratified by the Planning Commission within 6 months of this approval. The Development Agreement shall be signed by the Mayor on behalf of the City Council and recorded with the Summit County Recorder.

38. The Park City Soils Boundary shall be identified on the final plats (if applicable).

39. Timing of completion of all required items and public benefits shall be further described and stated in the Development Agreement.

40. No through roads may be provided through the Park City Heights MPD to the Deer Valley MPD subdivisions.

41. A re-vegetation plan for all disturbed areas (existing and newly disturbed) that are not landscaped with finished landscaping shall be submitted with the final road and utility plans for each phase. Re-vegetation of all disturbed areas within Phase One, that are not planned to be landscaped with finished landscaping, such as road and utility installation, soil remediation, other existing disturbed areas, shall be completed prior to issuance of the 28th certificate of occupancy for the Park City Heights MPD. If this area is used as a construction staging, construction recycling area, and excavated materials storage area, a new construction staging area will need to be approved by the Planning Department for the remainder of Phase I and for subsequent phases and shall be re-vegetated in a like manner with the issuance of certificates of occupancy for the final units in the respective phase.

42. Noxious weeds shall be managed per the Summit County noxious weeds ordinances during construction and in perpetuity by including regulations in the CMP, Design Guidelines, and CCRs.

43. One additional site visit was required by certified biologists during May or June 2011 to: a) validate the observations of the preliminary biological report and, b) to further study and identify wildlife movement corridors, evidence of species of high public interest (Elk, Moose, Deer, and other small mammals), locations of den or nesting sites, and any areas of high native species diversity. The report, provided to the Planning Department by Logan Simpson Design Inc. on July 7, 2011, included additional recommendations on mitigating impacts of the development on wildlife and wildlife corridors. The report was provided to the Planning Department on July 7, 2011.

44. Clearing and grubbing of vegetation and soils shall be minimized from April through July to avoid disturbance of nesting birds, unless a detailed search for active nests is conducted and submitted to the Planning Director for review by a certified wildlife biologist and any active nests are protected during construction

45. Left blank intentionally.

46. Due to the visual exposure of lots on the minor ridge, lots on the western perimeter, namely Lots 23, 24, 30, 31, 66, 67, 76, and 77 of the preliminary subdivision plat prepared by Ensign dated 1/17/11, shall be required to obtain a conditional use permit prior to building permit issuance, if proposed building heights are greater than twenty-eight feet (28'). Reconfigured Lots have been moved down the hill farther away from the minor ridge as much as possible and the concern for visual exposure is lessened with the revised plan. Lots 76 and 77 remain the same.

47. The applicants shall approach the adjacent property owner to the west to explore a mutually agreeable plan for incorporating the parcel into the Park City MPD and transferring density to the Park City Heights neighborhood in exchange for open space designation of this highly sensitive and visible parcel of land and the potential to relocate the upper western cul-de-sac to a less visible location.

48. All work within the Rail Trail ROW requires review by and permits issued by the Utah State Parks/Mountain Trails Foundation, in addition to the City. The Rail Trail shall remain open to pedestrians during construction to the extent possible.

49. High energy use amenities, such as snow melt systems, heated driveways, exterior heated pools and fireplaces, shall require energy off-sets and/or require the power to be from alternative energy sources, as described in the Park City Heights Design Guidelines.

50. All conditions, requirements, and stipulations of the Park City Heights Annexation Agreement and Water Agreement continue to apply to this MPD.

51. The final MPD phasing plan shall be consistent with conditions of the Water Agreement as to provision of public services and facilities.

52. All transportation mitigation requirements, as stated in the Annexation Agreement, continue to apply to this MPD.

53. The Applicant must meet all applicable bonding requirements.

54. Bus shelters on both the north and south sides of Richardson Flat Road shall be constructed within 60 days of issuance of the 40th certificate of occupancy. The shelter design and location shall be approved by the City Planning, Engineering, Building, and Transportation Departments and shall include a sign with the phone number of the Park City Bus service dial-a-ride. Information regarding the dial-a-ride service shall be posted within the shelters.

55. Sheet c4.0 (LOD Erosion Control Plan) shall be amended as follows: Note 1 shall read that the LOD for roadways is not to extend beyond 3' from the cut/fill limits as shown on the plan. Note 2: A 4 to 6 foot engineered wall shall be used in areas outside the limits of future home and driveway construction and where proposed cut/fill is in excess of 10' vertical as measured from the top back of curb to cut/fill catch point. Note 3: Proposed retaining walls shall not exceed 6 feet where they are necessary. A system of 4' to 6' walls with no individual wall exceeding 6', (i.e. tiered walls) may be used. The walls shall be separated by a 3' landscaped area from top back of lower wall to toe of upper wall. Note 4: Exceptions to these standards may be granted by the Planning Commission at the time of final subdivision plat review as necessary to minimize overall total disturbance.

56. House size limitations for all lots within the MPD shall be identified in the Design Guidelines subject to further appropriate reduction if found necessary during the final subdivision plat process, taking into consideration the size of the lots, visibility of the lots from the LMC Vantage

Points, solar access of adjacent lots, onsite snow storage, and ability to solar access of adjacent lots, onsite snow storage, and ability to achieve Sustainable Development requirements as described in findings of fact #1 and conditions of approval #5 ~~LEED for Homes Silver rating to meet the applicable standards of LMC 15-7.3-3~~.

Nothing herein shall preclude the applicant from proposing alternative methods of mitigation. Specifically, and without limitation, the Design Guidelines shall provide that house sizes of the Homestead lots shall be no greater than the following: (as delineated below by lot numbers per the preliminary plat prepared by Ensign and dated 1/17/11)

Lots 58 thru 66- 4000 square feet
Lots 130 thru 154- 4000 square feet
Lots 163 thru 164- 4000 square feet
Lots 70 thru 72- 5000 square feet
Lots 105 thru 129- 5000 square feet
Lots 155 thru 156- 5000 square feet
Lots 77 thru 98- 6000 square feet

The Design Guidelines shall reflect a preference for smaller homes consistent with (a) “best practices” in sustainable design and development to address the materials and energy impacts of larger homes and (b) the historic pattern of residential development in Old Town.

57. The Park City Heights Design Guidelines were approved by the Planning Commission prior to ratification of the Development Agreement by the Planning Commission and shall be used to review all activity and permits for compliance with the MPD.

58. The Park City Heights Design Guidelines are an integral component of the Park City Heights MPD and substantive amendments to the Design Guidelines require Planning Commission approval. Minor amendments shall be reviewed by the Planning Director for consideration and approval.

59. Adequate snow storage easements, as determined in consultation with the Park City Public Works, will be granted to accommodate for the on-site storage of snow. Snow storage shall not block internal pedestrian sidewalks and circulation trails. Removal of snow from the Park City Heights MPD is discouraged with the final decision to haul snow from this area to be made by the City’s Public Works Director. The soil repository shall not be utilized for snow storage. Storm water detention areas to the west of the designed repository shall be allowed to be utilized for snow storage as well as storm water.

60. To further encourage non-vehicular transportation, trail maps will be posted in the clubhouse for the benefit of future residents. There will also be a ride-share board located within the clubhouse that residents may utilize in order to plan carpooling which will further limit trips from the development. The dial-a-ride phone number shall be posted at the ride-share board. The HOA shall post information and consider a bike-share program.

61. The Park City Heights Design Guidelines and CCRs shall include information related to the history of the site and Quinn’s Junction region.

62. All transportation mitigation elements, as required by the Park City Heights Annexation Agreement (July 2, 2010) continue to apply to this MPD. The Applicants, as required by the Annexation Agreement, shall complete, with the first Phase (first 90 UEs) of the MPD (as described in the Annexation Agreement), the SR248/Richardson Flat intersection improvements with all required deceleration and acceleration lanes; and shall include the required infrastructure (fiber optic, control boxes, computer links, etc.) to synchronize this traffic signal

with the UDOT coordinated signal system on SR 248, within the Park City limits at the time of this MPD. At the time the traffic signal is installed, the Applicants shall request in writing that UDOT fully synchronize signals along SR 248, with supporting data as applicable. Required improvements to Richardson Flat Road, including 5' wide bike lanes, as stated in the Annexation Agreement, shall be complete with the first Phase (first 90 UEs) of the MPD. The cost sharing methodology between the Applicants and any assigns, for these mitigation elements, shall be detailed in the Park City Heights Development Agreement. The Applicant shall provide an annual assessment of traffic counts and bus needs generated by the MPD for five (5) consecutive years following issuance of the first certificate of occupancy. The applicants shall participate with the City to conduct an annual assessment, which shall include peak period counts of both summer and winter traffic in the vicinity of the SR 248/Richardson Flat Road intersection, and submit such to UDOT. This information shall be coordinated with best available UDOT data and analysis. This assessment shall be incorporated into ongoing Park City Transportation Master Plan and the Park City Transit planning efforts with UDOT. This information shall be presented annually to the Planning Commission in conjunction with an update of the City Transportation Master Plan.

64. Prior to commencing any work to remediate metals impacted soils, a copy of the Utah Department of Environmental Quality approved remediation plan, prepared as part of the Utah Voluntary Clean-Up Program (VCP), shall be provided to the City.

65. The results and report of the soils investigation work prepared by IHI Environmental May 6, 2013) that identifies and locates historic mine soils, and the remediation plan submitted to and approved by the State Department of Environmental Quality as part of the Voluntary Cleanup Program, shall be provided to the Building Department prior to issuance of any building permits for development of streets, utilities, lots, trails, parks, and all construction that requires disturbance of soil.

66. The applicants stipulate to a condition that a disclosure regarding the developer's participation in the Voluntary Clean-up Program and receipt of certificate of completion shall be included in the CCRs.

If you have any questions or concerns regarding this letter, please do not hesitate to call me at 435-615-5066.

Sincerely,

Kirsten A. Whetstone, MS, AICP
Senior Planner

File

EXHIBIT D

Ordinance 10-24

AN ORDINANCE ANNEXING APPROXIMATELY 286.64 ACRES OF PROPERTY LOCATED AT THE SOUTHWEST CORNER OF THE SR248 AND US40 INTERCHANGE IN THE QUINN'S JUNCTION AREA, KNOWN AS THE PARK CITY HEIGHTS ANNEXATION, INTO THE CORPORATE LIMITS OF PARK CITY, UTAH, AND APPROVING AN ANNEXATION AGREEMENT AND A WATER AGREEMENT, AND AMENDING THE OFFICIAL ZONING MAP OF PARK CITY TO ZONE THE PROPERTY COMMUNITY TRANSITION (CT)

WHEREAS, on January 28, 2005, the majority property owner of the property known as the Park City Heights Annexation, as shown on the attached Annexation Plat (Exhibit A, the "Property"), petitioned the City Council for approval of an annexation into the Park City limits; and

WHEREAS, the Property is approximately 286.64 acres in size and is located southwest of the intersection of State Road 248 and US-40 as described in the attached Legal Description (Exhibit B); and

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

WHEREAS, on February 16, 2005, additional information was included in the annexation submittal and the submittal was deemed complete; and

WHEREAS, the Park City Council accepted the Park City Heights petition for annexation on March 10, 2005; and

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; and

WHEREAS, On April 8, 2005, the City Recorder certified the annexation petition and delivered notice letters to the "affected entities" required by Utah Code, Section 10-2-405, giving notice that the petition had been certified and the required 30-day protest period had begun; and

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 May 11, 2005; and

WHEREAS, the City Council established the Park City Heights Annexation Task Force (Resolution No. 13-06) on May 4, 2006, for purposes of formulating specific recommendations to the Planning Commission and City Council relating to the annexation's proposed zoning, density, land uses, affordable housing, transportation, and community economic/fiscal impacts; and

WHEREAS, the Task Force, on July 10, 2007, forwarded a unanimous positive recommendation to the Planning Commission to, among other things, zone the annexation area Community Transition (CT) and recommend a conceptual site layout; and

WHEREAS, the Planning Commission, after proper notice, conducted a public hearing on February 27, 2008. The public hearing was continued to March 26, 2008, where additional input was received; and

WHEREAS, on April 9, 2008, the Planning Commission conducted a public hearing and voted to forward to City Council a recommendation on the proposed annexation and also recommended that the property be zoned Community Transition (CT); and

WHEREAS, on April 24; May 22; June 5, 19, and 17; July 17; August 28; September 11 and 18; October 16, and December 18, 2008 the City Council conducted public hearings and discussed the annexation proposal; and

WHEREAS, on April 30, 2009, the City Council further discussed outstanding issues regarding conceptual site planning, density, affordable housing, and infrastructure cost sharing.

WHEREAS, on May 6, 2009, the property was re-posted and properly noticed for a public hearing on May 21, 2009, and the City Council conducted the public hearing and continued the hearing to June 4, 2009. Additional public hearings were held on June 25, July 9 and 30, August 20, September 3, and October 8, 2009, when the item was continued to a date uncertain.

WHEREAS, on May 12, 2010, the property was re-posted and properly noticed for a public hearing on May 27, 2010.

WHEREAS, on May 27, 2010, the City Council conducted a public hearing and took public testimony on the matter, as required by law; and

WHEREAS, the Council finds that the requested Community Transition (CT) zoning, is consistent with the Park City General Plan and Quinn's Junction Joint Planning Principles; and

WHEREAS, the requested CT zoning allows for residential density of up to one unit per acre subject to compliance with 1) Master Planned Development (MPD) requirements described in Section 15-6 of the Land Management Code (LMC) and 2) CT-MPD requirements described in Section 15-2.23-4 of the LMC; and

WHEREAS, an application for a Master Planned Development (the "Proposed MPD") on 239.58 acres of the annexation Property was submitted with the complete annexation petition; and

WHEREAS, an Annexation Agreement, between the City and Petitioner pursuant to the Land Management Code, Section 15-8-5 (C), setting forth further terms and conditions of the Annexation and Master Planned Development, including a Water Agreement, is herein included as Exhibit D;

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 hereto as Exhibit A and according to the Findings of Fact, Conclusions of Law, and Conditions of Approval as stated below.

The Property so annexed shall enjoy the privileges of Park City as described in the Annexation Agreement attached as Exhibit D and shall be subject to all City levies and assessments as described in the terms of the 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. Council hereby authorizes the Mayor to execute the Annexation Agreement in substantially the same form as is attached hereto as Exhibit D and as approved by the City Attorney. The Annexation Agreement shall include an executed Water Agreement (as an attachment) between the City and Applicant to be recorded concurrently with the Annexation Agreement.

SECTION 3. COMPLIANCE WITH STATE LAW, GENERAL PLAN, AND ANNEXATION POLICY PLAN. This annexation meets the standards for annexation set forth in Title 10, Chapter 2 of the Utah Code, the Park City General Plan, and The Annexation Policy Plan - Land Management Code Chapter 8, Annexation. The CT zoning designation is consistent with the Park City General Plan and Annexation Policy Plan.

SECTION 4. OFFICIAL PARK CITY ZONING MAP AMENDMENT. The Official Park City Zoning Map is hereby amended to include said Property in the CT zoning district, as shown in Exhibit C.

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

Findings of Fact

1. The property is subject to the Employee/Affordable Housing requirements of the Affordable Housing Guidelines and Standards Resolution 17-99. One Affordable Unit Equivalent equals 800 square feet.
2. Land uses proposed in the Proposed MPD include market rate residential units, affordable units, and required affordable housing units, as described in the Annexation Agreement. It is anticipated that the Petitioner will submit a revised MPD application to the Planning Commission for review and final action. Other support uses, as approved by the Planning Commission during the Master Planned Development review, consistent with the CT zone and Land Management Code, may be allowed. Final configuration and integration of the market rate and affordable units will be determined at the time of MPD review.
3. The proposed land uses are consistent with the purpose statement of the CT zone and shall be presented in the revised MPD as a clustered development preserving the natural setting and scenic entry corridor by providing significant open space and landscape buffers between the development and highway corridor.
4. The revised MPD, when approved, shall substantially comply with the Annexation Agreement.
5. Parcel SS-92, a 24 acre parcel within the annexation area, is donated to the City for open space, public recreation and utility uses.
6. The annexation complies with the Quinn's Junction Joint Planning Principles in that the proposal results in significant public benefits due to the inclusion of a significant amount of affordable housing in a residential community with a range of housing types, and the proposed affordable housing relates to Park City's recreation and tourism industry.
7. The recitals above and findings of the Technical Committee dated July 10, 2007, are incorporated herein.
8. The requirement for 44.78 Affordable Unit Equivalents (AUEs) associated with the IHC Hospital, as described in the Intermountain Healthcare/USSA/Burbidge Annexation Agreement, will be transferred to and satisfied by the construction of said AUEs within the Property.

Conclusions of Law

1. The Annexation and Zoning Map amendment are consistent with the Park City Land Management Code and 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 include the Park City Heights Annexation property in the Community Transition (CT) Zoning District.
2. The Annexation Agreement shall be fully executed and recorded with the Annexation Plat.

3. The affordable housing density transferred from the IHC parcel is hereby permanently removed from within the IHC MPD and no affordable density shall be allowed on City-owned 5 acre parcel known as Lot 4 of the Subdivision Plat (Second Amended) for the Intermountain Healthcare Park City Medical Campus/USSA Headquarters and Training Facility.

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

PASSED AND ADOPTED this 27th day of May, 2010.

PARK CITY MUNICIPAL CORPORATION

Dana Williams

Mayor Dana Williams

Attest:

Sharon Bauman

Sharon Bauman, Deputy City Recorder

PARK CITY SUMMIT COUNTY UTAH CORPORATE Seal MARCH 1, 1884

Approved as to form:

Mark D. Harrington, City Attorney

Exhibits

Exhibit A- Annexation Plat
Exhibit B- Legal Description
Exhibit C- Zoning Map amendment
Exhibit D- Annexation Agreement

On this 2nd day of July, 2010, I certify that the foregoing document is a true copy of the original public record of Park City Municipal Corporation. Ord 10-24

Lucinda J. LaRocco

Deputy City Recorder

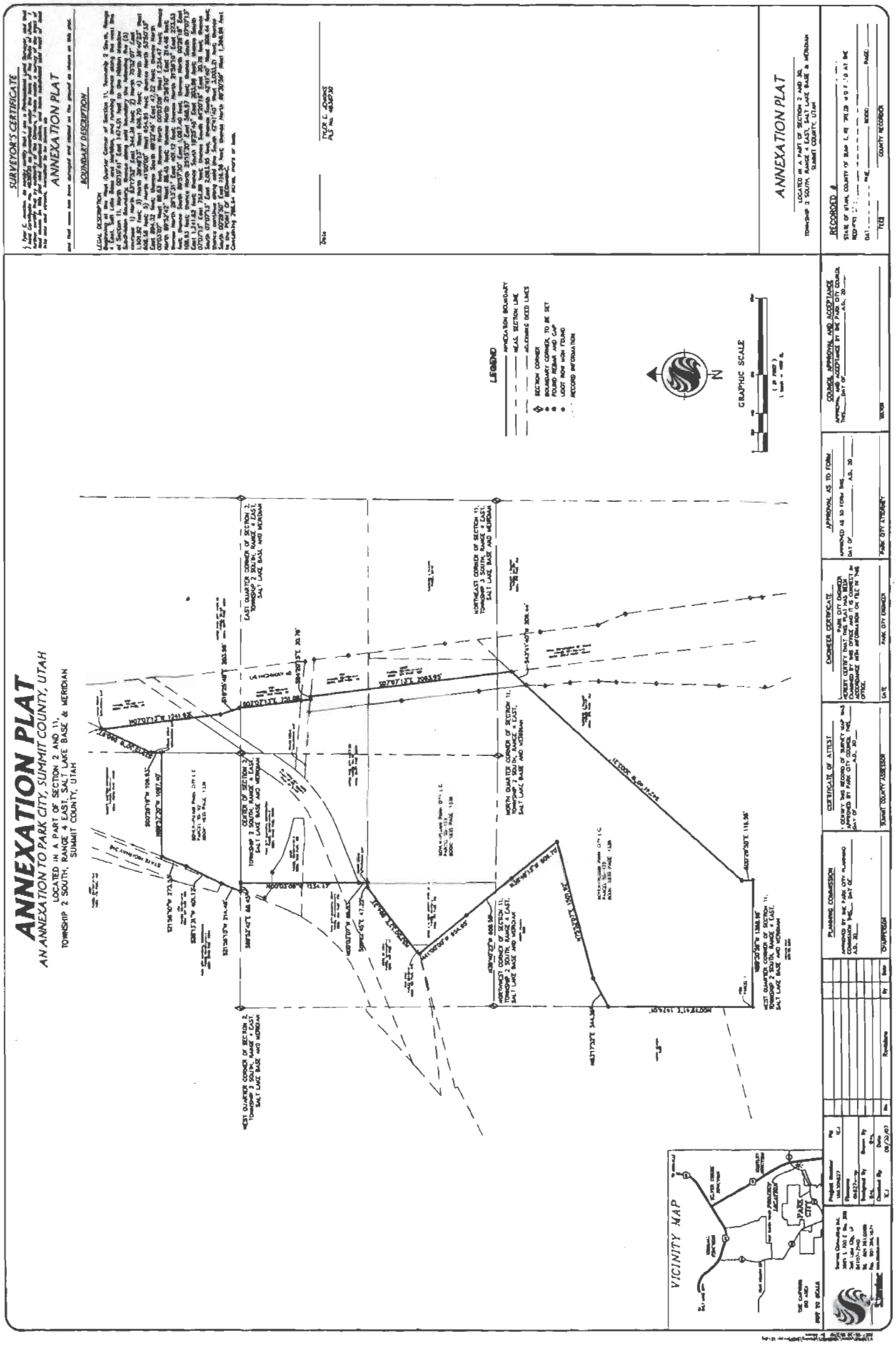
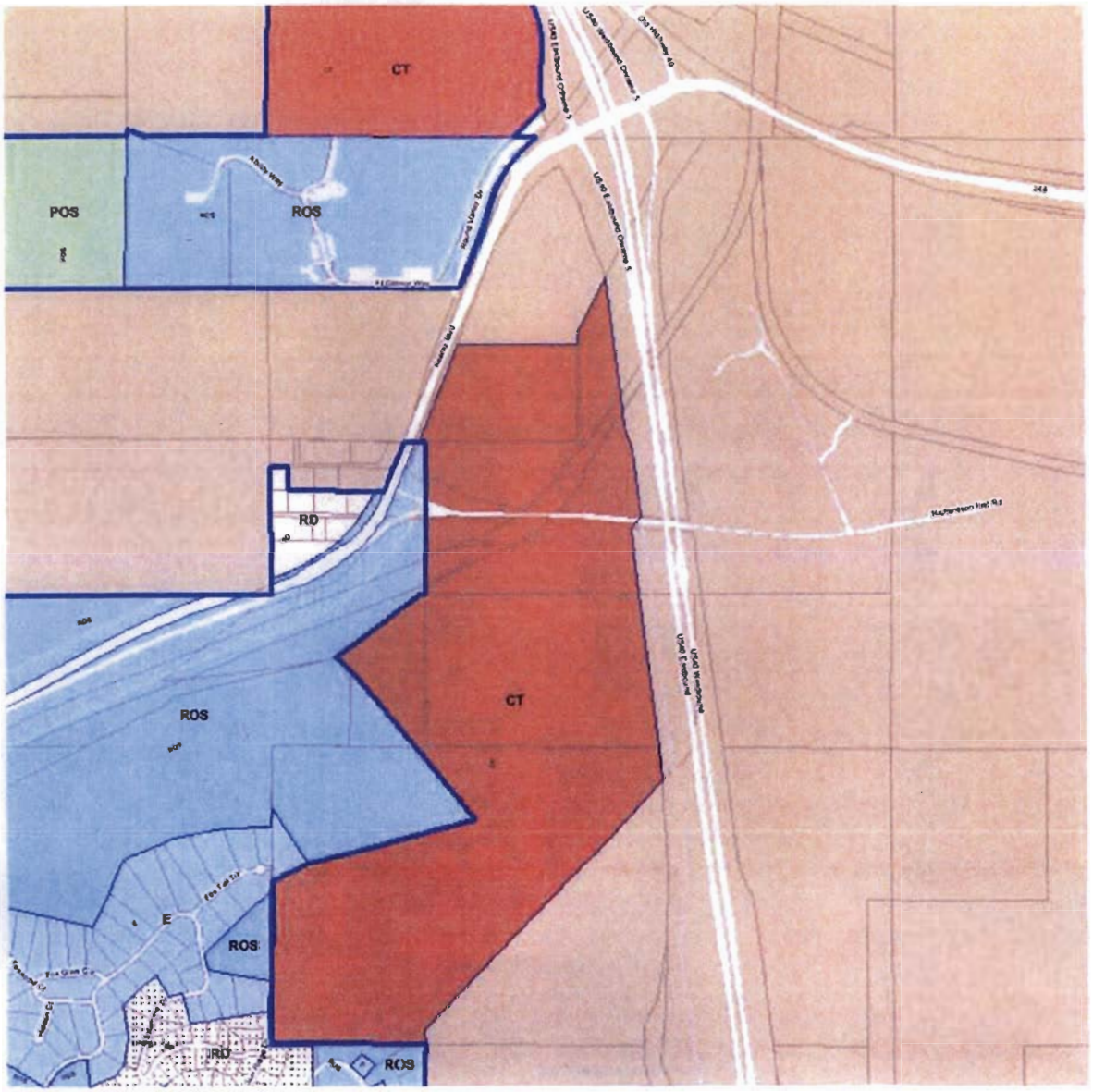

ANNEXATION PLAT
AN ANNEXATION TO PARK CITY, SUMMIT COUNTY, UTAH
LOCATED IN A PART OF SECTION 2 AND 11,
TOWNSHIP 2 SOUTH, RANGE 4 EAST, SALT LAKE BASE & MERIDIAN
SUMMIT COUNTY, UTAH
SURVEYOR'S CERTIFICATE
BOUNDARY DESCRIPTION
LEGAL DESCRIPTION
LEGEND
ANNEXATION BOUNDARY
REAL SECTION LINE
ADJOINING DEED LINES
SECTION CORNER
BOUNDARY CORNER, TO BE SET
FOUND REBAR AND CAP
LOOT NOW FOUND
RECORD INFORMATION
GRAPHIC SCALE
VICINITY MAP
PARK CITY
PLANNING COMMISSION
CERTIFICATE OF ATTEST
ENGINEER CERTIFICATE
APPROVAL AS TO FORM
COUNCIL APPROVAL AND ACCEPTANCE
RECORDED #
COUNTY RECORDER

EXHIBIT B

LEGAL DESCRIPTION
Beginning at the West Quarter Corner of Section 11, Township 2 South, Range 4 East, Salt Lake Base and Meridian, and running thence along the west line of Section 11, North 00°19'41" East 1474.01 feet to the Hidden Meadow Subdivision Boundary; thence along said boundary the following five (5) courses: 1) North 63°17'52" East 344.36 feet; 2) North 75°52'07" East 1,501.92 feet; 3) North 38°46'13" West 606.70 feet; 4) North 39°40'23" West 608.58 feet; 5) North 41°00'00" West 654.95 feet; thence North 53°50'33" East 894.32 feet; thence South 89°22'45" East 47.22 feet; thence North 00°03'07" West 89.53 feet; thence North 00°03'09" West 1,234.47 feet; thence North 89°52'42" West 88.45 feet; thence North 21°56'10" East 214.48 feet; thence North 26°13'31" East 401.12 feet; thence North 21°56'10" East 273.53 feet; thence South 89°57'30" East 1,087.40 feet; thence North 00°26'18" East 109.93 feet; thence North 25°15'30" East 568.97 feet; thence South 07°07'13" East 1,241.62 feet; thence South 18°25'48" East 203.96 feet; thence South 07°07'13" East 751.89 feet; thence South 84°20'15" East 30.76 feet; thence South 07°07'13" East 2,093.95 feet; thence South 42°41'40" West 209.44 feet; thence continue along said line South 42°41'40" West 3,003.21 feet; thence South 00°29'50" East 116.56 feet; thence North 89°30'59" West 1,368.96 feet to the POINT OF BEGINNING.
Containing 286.64 acres, more or less.

Exhibit C



ATTACHMENT D

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

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

ANNEXATION AGREEMENT

THIS ANNEXATION AGREEMENT (this "**Agreement**") is made by and between Park City Municipal Corporation (hereinafter, "**Park City**" or the "**City**") and Boyer Park City Junction, L.C. , a Utah liability company (hereinafter, "**Boyer**" or "**Petitioner**") to set forth the terms and conditions under which Park City will annex certain land owned by Petitioner as Tenants In Common with Park City, consisting of approximately 286.64 acres (which includes land owned by other landowners, as set forth in the next paragraph) and located in unincorporated Summit County, Utah, at the southwest corner of State Route 248 and Highway 40 (as further defined below, the "Petitioner's Property"), and known as Park City Heights Annexation, into the corporate limits of Park City and extend municipal services to the Property. The City and Boyer 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, included in the 286.64 acre annexation Property are the following parcels: parcel 1- M. Bayer/J. Bayer (SS-89-A); parcel 2- Boyer/Park City Municipal Corporation (PCMC) (SS-122); parcels 3, 7, and 8- Park City Municipal Corporation (PCMC) (SS-88); parcel 4- Utah Department of Transportation (UDOT) (SS-92-A-2-X); parcel 5- Park City Municipal Corporation (PCMC) (SS-92-A-X-X); and parcel 6- Boyer/Park City Municipal Corporation (PCMC) (SS-92). The annexation Property also includes the right-of-way of Old Dump Road through the Property and the State of Utah Parks and Recreation Rail Trail right-of-way through the Property.

WHEREAS, in furtherance of the foregoing, the Petitioner desires to annex the Property into the corporate limits of the City and, to that end, an annexation petition (the "**Annexation Petition**") for the Property was filed with the City on January 28, 2005. Additional information was included in the annexation petition and on February 16, 2005, the City deemed the application complete. The petition was accepted by the City on March 10, 2005.

WHEREAS, in connection with any such annexation (the "**Annexation**"), the Property is proposed to be zoned Community Transition ("**CT Zone**"), a City zoning district that allows for low density, clustered development as part of a Master Planned Development as more fully described in the City's Land Management Code. The zoning district allows uses including, but not limited to, public/quasi-public institutional uses, public recreation uses, affordable/employee housing, residential, and open space land uses on the Property.

NOW, THEREFORE, in furtherance of the Annexation Petition, in consideration of Park City's agreement 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 Annexation shall be as follows:

1. **Property.** The property to be annexed is approximately 286.64 acres in size, as depicted on the annexation plat attached as Exhibit A (the "**Annexation Plat**") and as more fully described in the legal description attached as Exhibit B (hereafter referred to as the "**Property**").

2. **Zoning.** Upon Annexation, the Petitioner's Property will be zoned Community Transition District (CT).

3. **Master Plan Approval; Phasing.** Pursuant to Land Management Code Section 15-8-3 (D), on July 5, 2007, a complete revised application for a Master Planned Development on 239.58 acres of the Property (as submitted, the "**MPD**") was filed with the City. Concept Site Plan is attached as Exhibit D. Annexation parcels 1, 4, 5 as described above are not included in the MPD. The Petitioner plans to submit a revised MPD application. The allowable residential density of the MPD project area is 239 units. Of those 239 units, no more than 160 units shall be market residential units. This allowable density does include all required affordable housing units as specified in Paragraph 10 below. This Agreement does not represent approval or vesting of the submitted MPD or any subsequent MPD proposal. Rather, the MPD and the land use development of the Property shall be governed by the zoning designations provided herein and, shall be finalized (and, as necessary, amended) as soon as reasonably practicable following completion of the Annexation process pursuant to Utah Code Annotated § 10-2-425(5) (the "**Final MPD**"). Moreover, any substantive amendments to the MPD or this Agreement shall be processed in accordance with the Park City Land Management Code in effect at the time. Further, as part of the Final MPD and subdivision approval process, the phasing of the development of the Property shall be determined, to ensure the adequacy of public facilities that may be required to support any such development.

4. **Trails.** A condition precedent to subdivision approvals for the Property is the grant to the City of non-exclusive, public easements across the Petitioner's Property, and the construction of non-vehicular pedestrian trails as determined by the Planning Commission during the Final MPD and Subdivision Plat review process (collectively, the "**Trails**"). In any event, the trail easements shall include, but are not limited to, existing trails and those easements necessary to extend and/or relocate existing non-vehicular pedestrian trails to connect to other public trail easements existing or planned for the future on adjacent developed or undeveloped properties. Any obligations with respect to the construction of any such trails shall be governed by the terms and conditions of the Final MPD for the Property.

5. **Fire Prevention Measures.** Because of significant wild land interface issues on the 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, and to be reviewed and approved by the Fire Marshall and Chief Building Official for compliance with applicable building and fire codes.

6. **Roads and Road Design.** All streets and roads within and to the Property, which are to be dedicated to the City, shall be designed according to the City's road design standards or retained as private roads. The roads in the affordable housing area are anticipated to be public and shall be granted,

conveyed and/or dedicated to the City for purposes of a public thoroughfare and, upon acceptance thereof by the City, the maintenance and repair thereof shall be by the City. Unless bond funds are used in connection with the construction of the roads in the market rate housing area, such portion of the roads shall remain private and maintenance and repair of all such streets and roads shall remain with the Petitioner (or its assigns) including any Owner's Association, until such time as any such streets and roads shall be accepted by Park City pursuant to the City's applicable ordinances governing any such dedication (the "**Subdivision Ordinance**"). All roadways within the Property and subject to the Subdivision Ordinance (the "**Subdivision**") shall be not less than thirty (30) feet wide, back of curb to back of curb. The final determination of which roadways, or portions thereof, are to be publicly dedicated shall be made during the Subdivision Plat review process; provided that the terms and conditions of grading and constructing roadway access across any City property shall be agreed to as part of any Development Agreement approval process.

Sidewalks shall be included within the dedicated non-pavement right-of-way of all roads unless an alternate location is approved by the Planning Commission. Non-motorized paths separate from the road right-of-way may be preferable and determined by the Planning Commission.

The Development Agreement shall not propose a road or street connection from Park City Heights to The Oaks at Deer Valley Subdivision, Hidden Meadows Subdivision, or to the Morning Star Estates Subdivision. The two proposed single family lots with access onto Sunridge Cove shall be restricted at the time of the Final MPD to single family uses, consistent with the uses allowed in the Oaks at Deer Valley Subdivision. These lots may, if approved by the Oaks at Deer Valley Subdivision, be included in the Oaks at Deer Valley HOA at the time of the Final Subdivision Plat approval.

7. **Sanitary Sewer, Line Extensions and Related Matters.** Construction and alignment of the sanitary sewer shall be established as part of the Final MPD and 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. Further, as part of the Development Agreement, the Petitioner (or, as specified in connection with any such assignment, its assigns) shall enter into a latecomer's agreement to reimburse the City for a portion of its costs in extending sewer facilities adjacent to the Property.

8. **Water Rights and Water Source Capacity.** The 1992 Pre-Annexation and Settlement Agreement conveyed 235.5 acre-feet of water rights to the City for the Park City Heights property and memorialized the fact that development on that property would be treated as if it had dedicated water rights to the City. Accordingly, the LMC Section 15-8-5 (C) (1) requirement to dedicate paper water rights is satisfied by Boyer.

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 to be 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 Development Agreement and 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. A Water Agreement, between the City and the Petitioner substantially in the form attached hereto as Exhibit C, shall be executed pursuant to this Annexation Agreement, to be recorded concurrently.

In connection with the Development Agreement and subdivision approval process, on-site storm runoff detention facilities, or approved alternatives, as approved by the Park City Engineer, may be required. The timing for the construction of such storm run-off improvements shall be determined at the time of final Subdivision Plat and Final Development Agreement approval (the "**Storm Detention Facilities**").

10. **Affordable Housing Requirement**. Affordable/employee housing shall be provided in a manner consistent with the conditions of the Final MPD, with the understanding and agreement of the parties that:

a. The base Employee/Affordable Housing requirement for the development associated with the Park City Heights Annexation and Final MPD will be determined as defined in the City's Land Management Code and in a manner consistent with Affordable Housing Resolution 17-99 and the CT Zone. This requirement shall be satisfied by the construction of said AUEs within the Property. These AUEs do not count towards the 160 unit maximum residential market rate unit density.

b. The requirement for 44.78 Affordable Unit Equivalents (AUE's) associated with the IHC Hospital, as described in the Intermountain Healthcare/USSA/Burbidge Annexation Agreement, will be transferred to and satisfied by the construction of said AUEs within the Property. These AUEs, currently configured in 17.91 Unit Equivalents, do not count towards the 160 unit maximum residential market rate unit density as set forth above.

c. Park City may elect to build additional affordable housing units beyond those described above. These units do not count toward the 160 unit maximum residential market rate density as set forth above, but shall be included in the overall density calculation for the Community Transition Zone.

d. Affordable units shall be made available for occupancy on approximately the same schedule as or prior to a project's market rate units or lots; except that Certificates of Occupancy (temporary or permanent) for the last ten percent of the market units shall be withheld until Certificates of Occupancy have been issued for all of the inclusionary units (subparagraph (a) above). A schedule setting forth the phasing of the total number of market units in the proposed MPD, along with a schedule setting forth the phasing of the required inclusionary units (subparagraph (a) above) shall be approved as part of the Final MPD prior to the issuance of a building permit for either the affordable or market rate units.

11. **Sustainable Development requirements**. All construction within the Final MPD shall utilize sustainable site design, development and building practices and otherwise comply with requirements of the CT Zone. Unless otherwise approved in the final MPD 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 Certification (or other Green Building certification as approved by the Planning Commission at the time of the Master Planned Development approval) ***OR*** reach LEED for Homes Silver Rating (minimum 60 points). Green Building Certification and LEED rating criteria to be used shall be those applicable at the time of building permit submittal.

In addition to the builder achieving the aforementioned points on the Green Building or LEED for Homes checklists, to achieve water conservation goals, the builder must 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.

Points achieved in these resource conservation categories will count towards the overall score.

12. **Planning Review Fees.** Owner, as to its development portion of the annexed Property, 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 Land Management Code.

13. **Impact and Building Fees.** All property owners within the annexed property 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. In the event that additional inspections of roads and structures are required, based on the Geotechnical report prepared by GHS Geotechnical Consultants, Inc. dated June 9, 2006 and supplemental report dated March, 2008, these additional fees shall be borne by the Petitioner.

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 roads, streets, water facilities, utilities, and easements as may be agreed by Parties in connection with the Final MPD and Subdivision Plat review and approval process (the "**Public Improvements**"), shall be conveyed and dedicated to the City, for public purposes. Following any such dedication, Park City shall be responsible for the maintenance, repair and replacement of any and all such Public Improvements.

15. **Snow Removal and Storage.** Other than as may be necessary or appropriate for the Trails, Park City shall not be obligated to remove snow from private roads, streets or similar improvements within the Property, until acceptance of the dedication thereof to the City pursuant to the City's Subdivision Ordinance. Park City shall not be obligated to remove snow from private roads, streets, or other similar private improvements to be further identified on the final subdivision plat.

16. **Fiscal Impact Analysis.** The Fiscal Impact Analysis, prepared for the Petitioner by Lodestar West, Inc. and dated June 6, 2007, was reviewed by the Park City Heights Annexation Task

Force and forwarded to the Planning Commission for further review. The Fiscal Impact Analysis concludes that the Annexation will result in an overall positive impact on the City. The analysis includes revenue and cost assumptions related to the Annexation and development of the Property, concludes that there will be a net fiscal gain to the School District for the market rate units and a net fiscal loss to the School District for the affordable housing portion of the development, however, if aggregate property taxes to the District generated from local sources are not adequate to cover the expenditures required for the budget, then additional State funds would be redistributed per the State Code, to compensate for the shortfall. The fiscal Impact Analysis is hereby accepted and approved by the City as part of this Agreement.

17. **Traffic Mitigation.** A comprehensive traffic review and analysis of the Property and surrounding properties, including existing and future traffic and circulation conditions was performed by Petitioner's traffic consultant, Hales Engineering, dated June 7, 2007 on file at the Park City Planning Department. The mitigation measures (including traffic calming) outlined in the Hales Engineering, June 7, 2007, Park City Heights Traffic Impact Study shall be implemented in a manner consistent with the Final MPD. The Parties anticipate that the Petitioner (or, as specified in connection with any such assignment, its assigns) shall bear all financial costs, except land acquisition costs, for the construction of a signalized intersection on State Road 248 and the connection of that intersection with a roadway to the Property, as shown in the Traffic Impact Study. Construction of this intersection and its connection with Richardson Flat Road shall meet all applicable Utah Department of Transportation and Park City Municipal Corporation standards and, at a minimum, shall include the improvements detailed in a-d below:

a. A southbound left turn lane, deceleration lane and taper shall be constructed on SR-248 to accommodate more than 10 vehicles per hour making left-hand turning movements.

b. A northbound right turn pocket, deceleration lane and taper shall be constructed on SR-248 to accommodate more than 10 vehicles per hour making right-hand turning movements.

c. A westbound to northbound right turn acceleration lane and taper shall be constructed on SR-248 to accommodate more than 50 vehicles per hour. When the intersection is signalized, this improvement would not be necessary.

d. The Old Dump Road (Richardson Flat Road) shall be built to Park City Municipal Corp. standards at a minimum width of 39 feet back-of-gutter to back of gutter within a 66 foot right-of-way. This width is not inclusive of turn pockets or the improvements described in 1-3 below) to the easternmost Park City Heights intersection at the expense of the Petitioner. Turn pockets shall be constructed on Richardson Flat Road at each of the Property's intersections with the Richardson Flat Road. These turn pockets will be constructed per standards set forth in the Manual of Uniform Traffic Control Devices (MUTCD) and/or by the American Association of Highway Transportation Officials (AASHTO). The Richardson Flat Road at its intersection with SR-248 will be of sufficient paved width to accommodate (at the stop bar):

i. 18" wide eastbound lane tapered per standards set forth in the MUTCD and/or by the AASHTO.

ii. 12' wide westbound left-hand/thru traffic lane (with adjoining right turn lane) for a minimum of 150', then tapered per standards set forth in the MUTCD and/or by the AASHTO.

iii. 5' wide bike lanes.

e. The cost sharing methodology (between Petitioner and any assigns) for the above projects shall be agreed to by the Petitioner and assigns prior to Final MPD approval. The cost sharing formula and timing for construction of the above improvements shall be detailed in the Final MPD document.

18. **Effective Date.** This Agreement is effective upon recordation of the annexation plat and the filing and recordation of the annexation ordinance.

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

20. **Real Covenant, Equitable Servitude.** This 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, and the Annexation Plat shall be recorded in the County Recorder's Office of Summit County, Utah.

21. **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, to Boyer 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.

22. **Compliance with City Code.** Notwithstanding Paragraph 17 of this Agreement, from the time the Park City Council (the "**City Council**") formally approves this Agreement and upon completion of the Annexation by recordation of the annexation plat, the Property shall be subject to compliance with any and all City Codes and Regulations pertaining to the Property.

23. **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 and there are no other agreements in regard to the

Annexation of the Property. Only a written instrument signed by all Parties, or their successors or assigns, may amend this Agreement.

24. **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.

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

26. **Nature of Obligations of Petitioner**. Boyer 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 other Party. Boyer agrees to cooperate with each other to coordinate performance of all of their respective obligations under this Agreement. Park City as Co-Tenant has authorized Boyer to petition and execute this Agreement on its behalf and 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 other Party.

(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 2 day of July, 2010.

ATTEST:

Sharon Bauman
Sharon Bauman, Deputy City Recorder

Dated this 2 day of July, 2010.

APPROVED AS TO FORM:

Mark Harrington, City Attorney

Dated this 2 day of JULY, 2010.

BOYER PARK CITY JUNCTION, L.C.,
A Utah liability company, by its manager

The Boyer Company, L.C.,
a Utah limited liability company

By:_____
Name: _____
Its: _____

Dated this____ day of _____, 2010

Exhibits
A. Annexation Plat
B. Legal Description
C. Water Agreement
D. Concept Site Plan

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

By: _____
Dana Williams, Mayor

Dated this _____ day of _____, 2010.

ATTEST:

_____
Sharon Bauman, Deputy City Recorder

Dated this _____ day of _____, 2010.

APPROVED AS TO FORM:

_____
Mark Harrington, City Attorney

Dated this _____ day of _____, 2010.

BOYER PARK CITY JUNCTION, L.C.,
A Utah liability company, by its manager

The Boyer Company, L.C.,
a Utah limited liability company

By: _____
Name: Dave Olsen
Its: Manager

Dated this 2 day of July, 2010

Exhibits
A. Annexation Plat
B. Legal Description
C. Water Agreement
D. Concept Site Plan

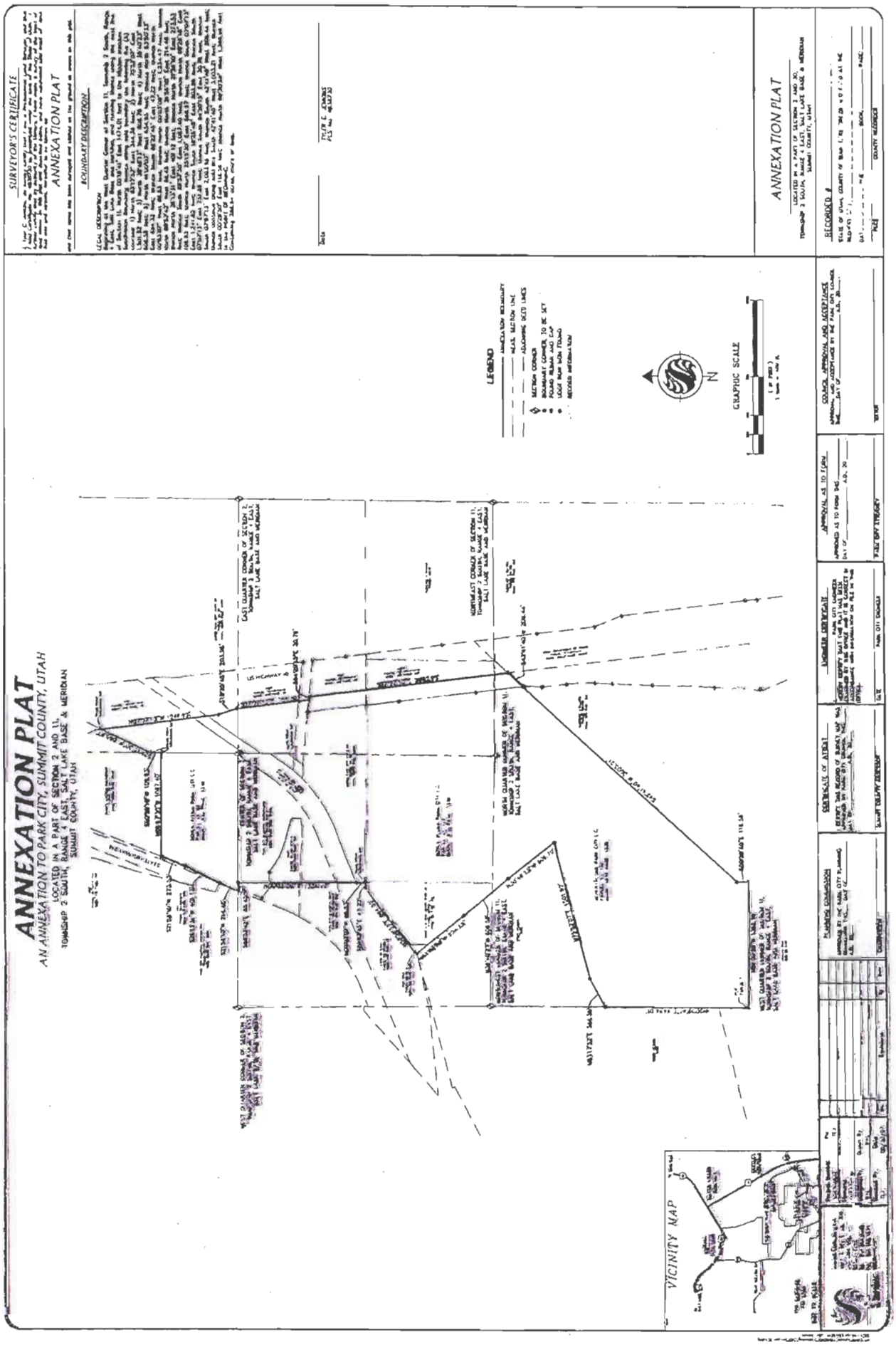

ANNEXATION PLAT
AN ANNEXATION TO PARK CITY, SUMMIT COUNTY, UTAH
LOCATED IN A PART OF SECTION 2 AND 11,
TOWNSHIP 2 SOUTH, RANGE 4 EAST, SALT LAKE BASE & MERIDIAN
SUMMIT COUNTY, UTAH
SURVEYOR'S CERTIFICATE
ANNEXATION PLAT
BOUNDARY DESCRIPTION
LEGAL DESCRIPTION
LEGEND
GRAPHIC SCALE
VICINITY MAP
ANNEXATION PLAT
RECORDED #

EXHIBIT B

LEGAL DESCRIPTION
Beginning at the West Quarter Corner of Section 11, Township 2 South, Range 4 East, Salt Lake Base and Meridian, and running thence along the west line of Section 11, North 00°19'41" East 1474.01 feet to the Hidden Meadow Subdivision Boundary; thence along said boundary the following five (5) courses: 1) North 63°17'52" East 344.36 feet; 2) North 75°52'07" East 1,501.92 feet; 3) North 38°46'13" West 606.70 feet; 4) North 39°40'23" West 608.58 feet; 5) North 41°00'00" West 654.95 feet; thence North 53°50'33" East 894.32 feet; thence South 89°22'45" East 47.22 feet; thence North 00°03'07" West 89.53 feet; thence North 00°03'09" West 1,234.47 feet; thence North 89°52'42" West 88.45 feet; thence North 21°56'10" East 214.48 feet; thence North 26°13'31" East 401.12 feet; thence North 21°56'10" East 273.53 feet; thence South 89°57'30" East 1,087.40 feet; thence North 00°26'18" East 109.93 feet; thence North 25°15'30" East 568.97 feet; thence South 07°07'13" East 1,241.62 feet; thence South 18°25'48" East 203.96 feet; thence South 07°07'13" East 751.89 feet; thence South 84°20'15" East 30.76 feet; thence South 07°07'13" East 2,093.95 feet; thence South 42°41'40" West 209.44 feet; thence continue along said line South 42°41'40" West 3,003.21 feet; thence South 00°29'50" East 116.56 feet; thence North 89°30'59" West 1,368.96 feet to the POINT OF BEGINNING.
Containing 286.64 acres, more or less.

EXHIBIT C TO ANNEXATION AGREEMENT
WATER AGREEMENT

This WATER AGREEMENT (the "Agreement") is made and entered into as of the 2nd day of July, 2010, by and between PARK CITY MUNICIPAL CORPORATION, a political subdivision of the State of Utah (the "City"); Boyer Park City Junction L.C. ("Boyer"), (individually, a "Party" and, collectively, the "Parties"). The City is also a "Co-Tenant" with Boyer for the purposes of developing the Project, as described herein, and will be referred to as "Co-Tenant" as needed.

RECITALS

A. Boyer Park City Junction L.C. and City, Co-Tenants, each own certain real property located in Summit County, State of Utah, as more particularly described and shown in attached Exhibit "A" (the "Property"); and

B. Co-Tenants intend to improve the Property in phases, as described below, for residential development (the "Project"), which is within the Park City Heights subdivision ("PCH"); and

C. The Parties have entered into an Annexation Agreement, dated July 2, 2010, (the "Annexation Agreement"), under which the City annexed the Property into the corporate limits of the City and agreed to extend municipal services to the Property and the Project; and

D. Under the Annexation Agreement, the Parties agree to enter into this separate Water Agreement for the purpose of implementing Sections 9 of the Annexation Agreement relating to, among other matters, the design and construction of and payment for the "Water Delivery System," as defined in this Water Agreement and as may be further defined in any future written agreement addressing that defined term;

NOW, WHEREFORE, in consideration of the terms and conditions of this Agreement, as well as the mutual benefits to be derived from those terms and conditions, the Parties agree as follows:

AGREEMENT

1. Water Delivery System and Project Peak Daily Demand. The Parties agree to cooperate in the construction of a Water Delivery System, as defined in this Water Agreement, which will be adequate to meet the water demand of the Project, as phased, while also providing additional capacity to the City for the delivery of water to customers outside of the Property. The City shall and subject to the terms of the Water Agreement and the Annexation Agreement hereby agrees to provide culinary water and irrigation water sufficient to meet the projected peak daily water demand for the use and development of the Project as phased, subject to the terms and restrictions contained in, or as may be adopted as part of, the Water Code, Title 13 of the Municipal Code of Park City, including emergency and drought restrictions. The Water Delivery System shall also be

capable of delivering water at flows and pressures meeting the requirements of R309-105-9 of the Utah Department of Environmental Quality Rules for Public Drinking Water Systems, as amended. The Parties understand, acknowledge and agree that the peak daily water demand for the Project shall not exceed 350 gallons per minute and that allowable residential density for Market Units and Affordable Unit Equivalents (AUEs) is set forth in the Annexation Agreement. Phase I shall not exceed ninety (90) Unit Equivalents as described below. Except as otherwise specified in this Water Agreement or the Annexation Agreement, or any future written agreement, the City shall have no further obligation to provide any water, water rights, source capacity and/or infrastructure to the Project or the Property.

2. Initial Certificates of Occupancy.

   a. Initial Building Permits. Co-Tenants agree that the Project may be developed in phases. The Parties understand and agree that City is in the process of designing and constructing a water treatment plant. If the first phase of development ("Phase I") is prior to the plant becoming operational, Co-Tenants agree that Phase I of the Project shall be limited to a maximum of one-hundred eighty-thousand (180,000) square feet of residential development and that Phase I shall not exceed the lesser of ninety (90) Unit Equivalents, or ninety-thousand (90,000) gallons per day of demand. The Phase I service area shall be limited to locations and elevations serviceable off of the Boot Hill Pressure Zone. Co-Tenants shall provide a hydraulic model which will delineate the development boundaries of the Project.

   b. Subsequent Phases. Co-Tenants understand and agree that City is unable to meet the water demand beyond Phase I of the Project without the Quinn's Junction Water Treatment Plant (Quinn's WTP) being operational and capable of increasing City's water source capacity by a minimum of one-thousand five-hundred gallons per minute (1,500 gpm). Co-Tenants further understand and agree that City anticipates the Quinn's WTP will be operational and capable of increasing City's water source capacity by a minimum of one-thousand five-hundred gallons per minute (1,500 gpm) on or about October 14, 2011. Accordingly, Co-Tenants understand and agree that City will not issue a temporary or permanent certificate of occupancy to any development beyond Phase I of the Project prior to the date on which the Quinn's WTP is operational and capable of increasing City's water source capacity by a minimum of one-thousand five-hundred gallons per minute (1,500 gpm).

   c. Upon the Quinn's WTP being operational and capable of increasing City's water source capacity by a minimum of one-thousand five-hundred gallons per minute (1,500 gpm), the limitation in paragraphs 2(a) and 2(b) shall not apply.

3. Water Delivery System Infrastructure. Co-Tenants shall provide as-built drawings of the infrastructure identified below and GPS coordinates for all water surface features. The City Water Department shall have access to the construction sites at all times.

a. Phase I Infrastructure. Concurrent with the construction of Phase I, the City shall design and construct a water transmission line that will run parallel to water lines included in the Rail Trail Water Lines Project from the Quinn's WTP to a point that is approximately 2,600 feet in a southwesterly direction from the intersection of the Rail Trail and Richardson Flat Road. This point is near the existing dirt road south of the Rail Trail and Silver Creek. This segment of the transmission line will be constructed as a part of the Rail Trail Water Lines Project during the summer and fall of 2010. This segment of the transmission line will also include a connection to the Fairway Hills Pressure Zone with a backup connection to the Boot Hill Pressure Zone, including all valves, vaults, and appurtenances. Phase I service area shall be limited as defined in Paragraph 2(a) of this Agreement. Co-Tenants shall design and construct an extension from the transmission line to the upper end of the Phase I distribution system. The transmission line will be designed with adequate pressure and flow capacity such that it can be extended as a part of Phase II to the Culinary Water Tank (as defined in Paragraph 3(b) of this Agreement) and the existing Snow Park Pressure Zone. Phase I shall also include water distribution lines to Phase I together with all required valves and other appurtenances.

b. Culinary Water Tank. Concurrent with the construction of Phase II, Co-Tenants shall design and construct a Culinary Water Tank, together with all required transmission lines, valves, valve vaults, access roads, and other appurtenances, within the Property, subject to City's approval. The purpose of the Culinary Water Tank is to provide fire suppression and operational storage for the Project. Co-Tenants agree to upsize the Culinary Water Tank at the request of the City. The City agrees to pay all costs associated with the upsizing as provided in Paragraph 4(b) below.

c. Culinary Water Pump Station (Park City Heights Pump Station). Concurrent with the construction of Phase II, Co-Tenants shall design and construct a Culinary Water Pump Station complete within the Quinn's WTP, together with all required pumps, mechanical piping, valves, valve vaults, SCADA, VFD's, soft starts, and other appurtenances, relating to the Park City Heights Pump Station. The Quinn's WTP has been designed to provide the space for the future addition of this pump station. The purpose of the Park City Heights Pump Station is to deliver water to the Culinary Water Tank and the Snow Park Zone. The Park City Heights Pump Station shall be upsized as provided in Paragraph 4(c) of this Agreement.

d. Culinary Water Distribution Line. Concurrent with the construction of Phase II, Co-Tenants shall design and construct a Culinary Water Distribution Line, together with all required, valves, and other appurtenances, for the purpose of conveying culinary water from the Culinary Water Tank to the entire Project. At this time, the connection to the Boot Hill and Fairway Hills Pressure zones shall be terminated and abandoned. The design and construction of the water distribution line shall be subject to City's approval. The Culinary Water Distribution Line shall be upsized as provided in Paragraph 4(d) of this Agreement.

e. Culinary Water Transmission Line. Concurrent with the construction of Phase II, Co-Tenants shall design and construct a culinary water transmission line extension from Phase I, together with all required pumps, valves, and other appurtenances, for the purpose of conveying treated water from the Quinn's WTP to the Culinary Water Tank. The Culinary Water Transmission Line shall be upsized as provided in Paragraph 4(e) of this Agreement.

f. Snow Park – Oaks Water Transmission Line. Concurrent with the construction of Phase II, Co-Tenants shall design and construct the Snow Park – Oaks Water Transmission Line, together with all required pumps, valves, and other appurtenances, for the purpose of conveying water from the Snow Park pressure zone to the Water Delivery System. The design and construction of the water transmission line shall be subject to City's approval. The Snow Park - Oaks Water Transmission Line shall be upsized as provided in Paragraph 4(f) of this Agreement.

4. Cost of Water Delivery System. The Parties agree that, pursuant to the terms of the Annexation Agreement and this Water Agreement:

a. Phase I Infrastructure. Co-Tenants shall reimburse the City for the full cost of the design and construction of the water transmission line that will run parallel to water lines included in the Rail Trail Water Lines Project from the Quinn's WTP to the existing dirt road south of the Rail Trail and Silver Creek within thirty days of approval by the City Engineer. Co-Tenants shall pay all costs associated with the design and construction of the transmission extension from the transmission line to the upper end of the Phase I Culinary Water Distribution Line, as described in Paragraph 3(a) of this Agreement, and all related pumps, valves, and other appurtenances.

b. Culinary Water Tank. Co-Tenants shall pay all costs associated with the design and construction of the Culinary Water Tank and all related pumps, valves, pipes, security, access roads, re-vegetation, slope stability, and electrical service extensions. If City elects to upsize the Culinary Water Tank, City shall pay the Co-Tenants its ratable share of the costs of the Culinary Water Tank within thirty (30) days of approval by the City Engineer, following request for inspection pursuant to the Subdivision Ordinance and associated public improvement guarantee. The City's ratable share shall be determined during the design process based on gallons of storage required for the City divided by the sum of the gallons of storage required for the Project plus the gallons of storage required for the City. By way of example, if the City upsizes the tank by 500,000 gallons and the Co-Tenants require 450,000 gallons for the Project, the City's ratable share would be 52.6%.

c. Culinary Water Pump Station (Park City Heights Pump Station). Co-Tenants shall reimburse City for its ratable share of the costs of the design and construction of the Park City Heights Pump Station within thirty days of approval by the City Engineer. Co-Tenants' ratable share shall be determined during the design process

based on horsepower (HP) required for the Project divided by the total horsepower required with the City's upsize. By way of example, if Co-Tenants require 40 HP for the Project and the City's upsized pump station requires 100 HP, Co-Tenants' ratable share would be 40%.

d. Culinary Water Distribution Line. Co-Tenants shall pay all costs associated with the design and construction of the Culinary Water Distribution Line and all related pumps, valves, and other appurtenances. Within thirty (30) days of the completion of the Culinary Water Distribution Line, the Parties shall determine the incremental costs incurred by Co-Tenants over and above the cost of having designed and constructed the required Project size determined during design (minimum of eight (8) inch) culinary transmission line. The incremental cost increase of the actual Culinary Water Distribution Line, which the Parties understand and agree may be larger than the required Project size (minimum of eight (8) inches), shall represent City's ratable share of the cost of design and construction of the Culinary Water Distribution Line. City shall reimburse Co-Tenants their ratable share of the costs of the Culinary Water Distribution Line within thirty (30) days of City accepting the Culinary Water Distribution Line by ordinance.

e. Culinary Water Transmission Line. Co-Tenants shall pay all costs associated with the design and construction of the Culinary Water Transmission Line and all related pumps, valves, and other appurtenances. Within thirty (30) days of the completion of Culinary Water Transmission Line, the Co-Tenants and City shall determine the incremental costs incurred by Co-Tenants over and above the cost of having designed and constructed the required culinary water transmission line size as determined during design (minimum of eight (8) inch). The incremental cost of the actual Culinary Water Transmission Line, which the Parties understand and agree may be larger than the required Project size (minimum of eight (8) inches), shall represent City's ratable share of the cost of design and construction of the Culinary Water Transmission Line. City shall reimburse Co-Tenants their ratable share of the costs of the Culinary Water Transmission Line within thirty (30) days of approval by the City Engineer, following request for inspection pursuant to the Subdivision Ordinance and associated public improvement guarantee. No costs in excess of the estimated cost of construction used for the public improvement guarantee shall be part of the City reimbursement unless approved in advance and in writing by the City.

f. Snow Park – Oaks Water Transmission Line. Co-Tenants shall pay all costs associated with the design and construction of the Snow Park – Oaks Water Transmission Line and all related pumps, valves, and other appurtenances. Within thirty (30) days of the completion of Snow Park - Oaks Water Transmission Line, the Parties shall determine the incremental costs incurred by Co-Tenants over and above the cost of having designed and constructed the required transmission line size as determined during design (minimum of eight (8) inch). The incremental cost increase of the actual Snow Park –Oaks Water Transmission Line, which the Parties understand and agree may be larger than the required Project size (minimum

of eight (8) inches), shall represent City's ratable share of the cost of design and construction of that line. City shall pay Co-Tenants their ratable share of the costs of the Snow Park – Oaks Water Transmission Line within thirty (30) days of approval by the City Engineer, following request for inspection pursuant to the Subdivision Ordinance and associated public improvement guarantee. No costs in excess of the estimated cost of design and construction used for the public improvement guarantee shall be reimbursed unless approved in advance and in writing by the City.

g. Incremental costs as defined by this section shall include the incremental cost of design and construction associated with inches of increased trench width from upsizing the tanks, pumps, or pipe diameter, including any incremental additional backfill, excavation, haul off, and import of suitable backfill, and the incremental material costs..

5. Specifications of Water Delivery System. Subject to the terms and conditions of the Annexation Agreement and this Water Agreement or as otherwise agreed in writing, Co-Tenants shall submit all required plans and specifications to City for approval and, thereafter, shall construct and install such approved Water Delivery System within the Project subject to the terms of this Water Agreement.

6. Convevance of Easements. Co-Tenants shall convey such easements to City as needed, concurrent with recordation of the final subdivision plat for Phase I, for the location of infrastructure as defined in the Annexation Agreement and this Water Agreement. Co-Tenants agree that all easements conveyed for these purposes shall be in accordance with the limitations and conditions of the City-approved utility plan.

7. Convevance of Property. Co-Tenants shall convey its interest in property in fee to City within the PCH annexation boundary, as needed and as approved by the City, for the location of the Culinary Water Tank, provided that such conveyance and location does not diminish (i) the densities described in the Annexation Agreement, or (ii) the ability to secure Master Planned Development approvals and permits related to such densities. Co-Tenants agree that all property conveyed for these purposes shall be free from financial liens and other encumbrances.

8. Miscellaneous. The Parties further agree as follows:

a. Binding Terms; Entire Agreement. The terms, covenants and conditions herein contained shall be binding upon and inure to the benefit of the successors, transferees and assigns of the Parties. This Agreement and the exhibits attached hereto constitute the entire agreement among all the Parties hereto with respect to the subject matter hereof, incorporates all prior agreements, and may only be modified by a subsequent writing duly executed by the Parties.

b. No Public Dedication. Nothing contained in this Agreement shall, or shall be deemed to, constitute a gift or dedication of any part of the PCH Property to the

general public or for the benefit of the general public or for any public purpose whatsoever, it being the intention of the Parties that this Agreement will be strictly limited to and for the purposes expressed herein.

c. Waivers. No waiver of any of the provisions of this Agreement shall constitute a waiver of any other provision, whether or not similar, nor shall any waiver be a continuing waiver. Except as expressly provided in this Agreement, no waiver shall be binding unless executed in writing by the Party making the waiver. Any Party may waive any provision of this Agreement intended for its benefit; provided, however, that any such waiver shall in no way excuse any other Party from the performance of any of its other obligations under this Agreement.

d. Interpretation; Recitals. This Agreement shall be interpreted and construed only by the contents hereof and there shall be no presumption or standard of construction in favor of or against any Party. The recitals stated above and the exhibits attached to this Agreement shall be and hereby are incorporated in and an integral part of this Agreement by this reference.

e. Governing Law; Captions. This Agreement shall be construed and enforced in accordance with, and governed by, the law of the State of Utah. The captions in this Agreement are for convenience only and do not constitute a part of the provisions hereof.

f. Applicability. If any term or provision of this Agreement or the application of it to any person, entity or circumstance shall to any extent be invalid and unenforceable, the remainder of this Agreement or the application of such term or provision to persons or circumstances other than those as to which it is invalid or unenforceable shall not be affected thereby, and each term and provision of this Agreement shall be valid and shall be enforced to the extent permitted by law.

g. Authority; Further Assurances. Each Party hereto represents and warrants that it has the requisite corporate power and authority to enter into and perform this Agreement and that, to their respective, current, actual knowledge, the same will not contravene or result in the violation of any agreement, law, rule, or regulation to which any such Party may be subject. Each Party to this Agreement shall use reasonable efforts and exercise reasonable diligence to accomplish and effect the transactions contemplated and, to that end, shall execute and deliver all such further instruments and documents as may be reasonably requested by the other Party in order to fully carry out the transactions contemplated by this Agreement.

h. No Third Party Beneficiaries. Nothing in this Agreement is intended to or shall create an enforceable right, claim or cause of action by any third person, entity or party against any Party to this Agreement.

i. Counterparts; No Recording. This Agreement may be executed by facsimile and in one or more counterparts, each of which shall be deemed an original, but all of

which together shall constitute one and the same instrument. This Agreement may not be recorded in the official real estate records of Summit County, Utah, or elsewhere, without the express, written consent of the Parties.

j. Force Majeure. If any Party is delayed or prevented from performance of any act required hereunder by reason of a "force majeure" event, and such Party is otherwise without fault, then performance of such act shall be excused for the period of the delay. For purposes of this Agreement, "force majeure" shall mean any delay caused by acts of nature or the elements, acts of terrorism, weather, avalanche, fire, earthquake, flood, explosion, war, invasion, insurrection, riot, malicious mischief, vandalism, including without limitation, except with respect to the City, governmental or regulatory action or inaction, beyond the control of the Party claiming "force majeure" or any other person or entity delayed.

k. Notices. Unless otherwise designated in writing, all notices, demands and other communications under this Agreement shall be in writing and mailed by first class registered or certified mail, postage prepaid, sent by receipted hand delivery, sent by nationally-recognized, overnight courier, sent by confirmed facsimile and, in any case, shall be addressed as set forth in the Annexation Agreement for each such Party (or their legal counsel).

l. Relationship of Parties; Limitation of Liability. Nothing herein contained shall be deemed or construed as creating a relationship of principal and agent, partnership or joint venture among the Parties, or any of them, it being agreed that neither any provision contained herein, nor any acts of the Parties hereto, shall be deemed to create any relationship between the Parties except as otherwise specified in this Agreement.

m. Remedies Cumulative; No Waiver; Injunctive Relief. The various rights and remedies herein contained and reserved to each of the Parties shall not be considered as exclusive of any other right or remedy of such Party, but shall be construed as cumulative and shall be in addition to every other remedy now or hereafter existing at law, in equity, or by statute. No delay or omission of the right to exercise any power by any Party shall impair any such right or power, or be construed as a waiver of any default or as acquiescence therein. Further, the Parties agree and acknowledge that a non-defaulting Party may not have an adequate remedy at law by reason of any breach of default of the terms or conditions of this Agreement and, as such, the non-defaulting Party shall be entitled to injunctive or similar relief from any breach or anticipated or threatened breach of this Agreement by the defaulting Party, in addition to and without waiver of any other remedies available at law or in equity.

DATED as of the ___ day of _____, 2010.

[Signatures on following page]

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

By: _____
Dana Williams, Mayor

Dated this 2 day of July, 2010.

ATTEST:

_____
Sharon Bauman, Deputy City Recorder

Dated this 2 day of July, 2010

APPROVED AS TO FORM:

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

Dated this 2 day of July, 2010.

BOYER PARK CITY JUNCTION, L.C.
A Utah liability company, by its manager

The Boyer Company, L.C.,
A Utah limited liability company

By: _____
Name: _____
Its: _____

Dated this____ day of _____, 2010

Exhibit A- Annexation plat

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

By: _____
Dana Williams, Mayor

Dated this _____ day of _____, 2010.

ATTEST:

_____
Sharon Bauman, Deputy City Recorder

Dated this _____ day of _____, 2010

APPROVED AS TO FORM:

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

Dated this _____ day of _____, 2010.

BOYER PARK CITY JUNCTION, L.C.
A Utah liability company, by its manager

The Boyer Company, L.C.,
A Utah limited liability company

By: _____
Name: Dan G
Its: Manager

Dated this 2 day of July, 2010

Exhibit A- Annexation plat

Exhibit D

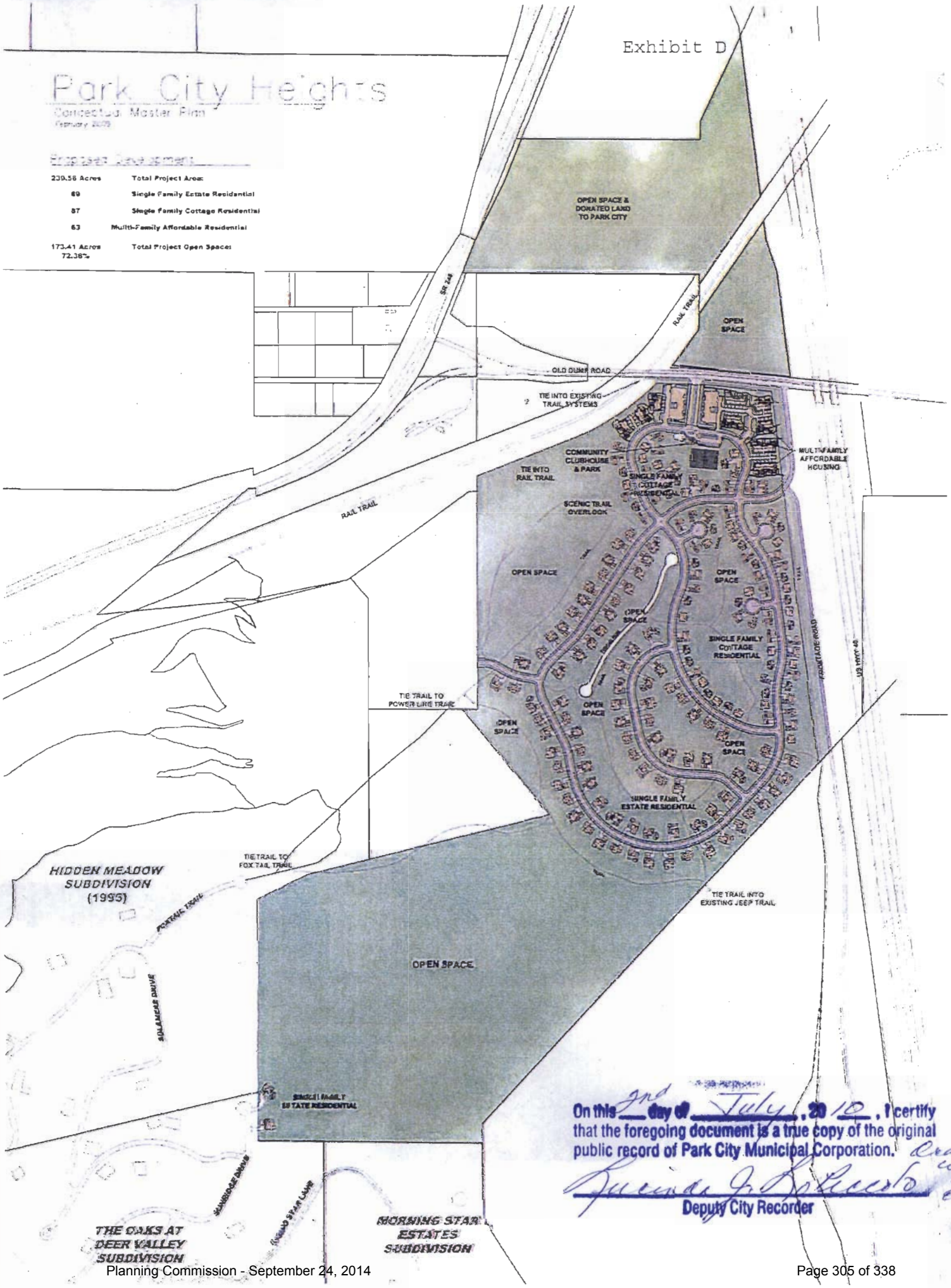
Park City Heights

Conceptual Master Plan

February 2009

Enterprise Development

239.56 Acres	Total Project Area:
69	Single Family Estate Residential
87	Single Family Cottage Residential
63	Multi-Family Affordable Residential
173.41 Acres 72.38%	Total Project Open Space:



On this 2nd day of July, 2010, I certify that the foregoing document is a true copy of the original public record of Park City Municipal Corporation.

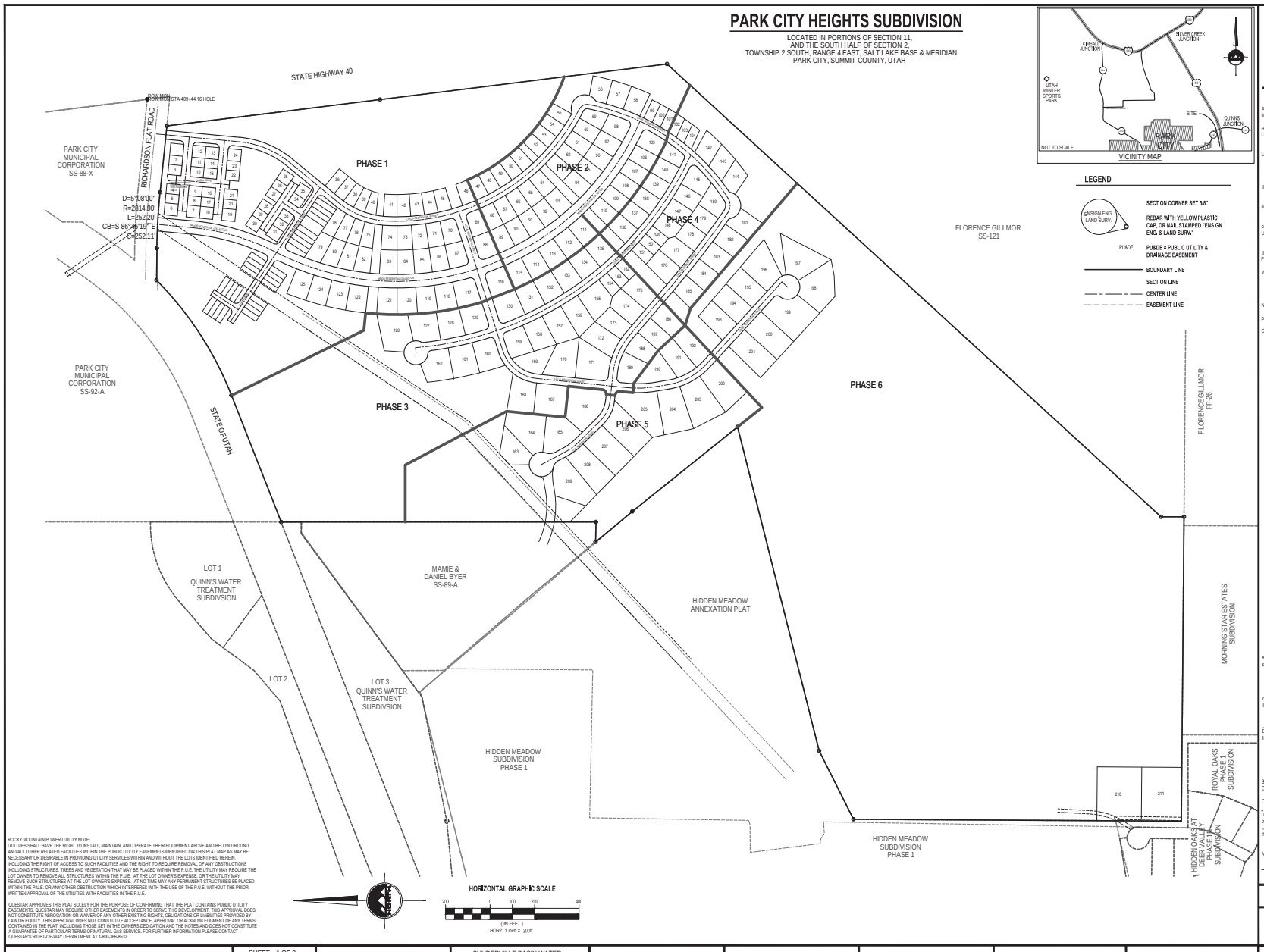
Rec'd, 10-24 with all exhibits

Deputy City Recorder

EXHIBIT E

PARK CITY HEIGHTS SUBDIVISION

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



ROCKY MOUNTAIN POWER UTILITY NOTE:
UTILITIES SHALL HAVE THE RIGHT TO INSTALL, MAINTAIN, AND OPERATE THEIR EQUIPMENT ABOVE AND BELOW GROUND AND ALL OTHER RELATED FACILITIES WITHIN THE PUBLIC UTILITY EASEMENTS IDENTIFIED ON THIS PLAT MAP AS MAY BE NECESSARY OR DESIRABLE IN PROVIDING UTILITY SERVICES WITHIN AND WITHOUT THE LOTS IDENTIFIED HEREIN, INCLUDING THE RIGHT OF ACCESS TO SUCH FACILITIES AND THE RIGHT TO REQUIRE REMOVAL OF ANY OBSTRUCTIONS INCLUDING STRUCTURES, TREES AND VEGETATION THAT MAY BE PLACED WITHIN THE P.U.E. THE UTILITY MAY REQUIRE THE LOT OWNER TO REMOVE ALL STRUCTURES WITHIN THE P.U.E. AT THE LOT OWNERS EXPENSE, OR THE UTILITY MAY REMOVE SUCH STRUCTURES AT THE LOT OWNERS EXPENSE. AT NO TIME MAY ANY PERMANENT STRUCTURES BE PLACED WITHIN THE P.U.E. OR ANY OTHER OBSTRUCTION WHICH INTERFERES WITH THE USE OF THE P.U.E. WITHOUT THE PRIOR WRITTEN APPROVAL OF THE UTILITIES WITH FACILITIES IN THE P.U.E.

QUESTAR APPROVES THIS PLAT SOLELY FOR THE PURPOSE OF CONFIRMING THAT THE PLAT CONTAINS PUBLIC UTILITY EASEMENTS. QUESTAR MAY REQUIRE OTHER EASEMENTS IN ORDER TO SERVE THIS DEVELOPMENT. THIS APPROVAL DOES NOT CONSTITUTE ABROGATION OR WAIVER OF ANY OTHER EXISTING RIGHTS, OBLIGATIONS OR LIABILITIES PROVIDED BY LAW OR EQUITY. THIS APPROVAL DOES NOT CONSTITUTE ACCEPTANCE, APPROVAL OR ACKNOWLEDGMENT OF ANY TERMS CONTAINED IN THE PLAT, INCLUDING THOSE SET IN THE OWNERS DEDICATION AND THE NOTES AND DOES NOT CONSTITUTE A GUARANTEE OF PARTICULAR TERMS OF NATURAL GAS SERVICE. FOR FURTHER INFORMATION PLEASE CONTACT QUESTAR'S RIGHT-OF-WAY DEPARTMENT AT 1-800-366-8532.

VICINITY MAP

LEGEND

- ENSIGN ENG. LAND SURV. — SECTION CORNER SET 5/8" REBAR WITH YELLOW PLASTIC CAP, OR NAIL STAMPED "ENSIGN ENG. & LAND SURV."
- PU&DE — PU&DE = PUBLIC UTILITY & DRAINAGE EASEMENT
- BOUNDARY LINE
- SECTION LINE
- CENTER LINE
- EASEMENT LINE

SURVEYOR'S CERTIFICATE

I, KAREN F. WHITE do hereby certify that I am a Licensed Land Surveyor, and that I hold certificate No. 191326 as prescribed under laws of the State of Utah. I further certify that by authority of the Owners, I have made a survey of the tract of land shown on this plat and described below, and have subdivided said tract of land into lots and streets, hereafter to be known as PARK CITY HEIGHTS SUBDIVISION and that the same has been correctly surveyed and staked on the ground as shown on this plat. I further certify that all lots meet frontage width and area requirements of the applicable zoning ordinances.

BOUNDARY DESCRIPTION

A parcel of land located in the South Half of Section 2 and portions of Section 11, Township 2 South, Range 4 East, Salt Lake Base and Meridian, said parcel being more particularly described as follows:

Beginning at a Park City Boundary Aluminum Cap marking the West Quarter Corner of Section 11, Township 2 South, Range 4 East, Salt Lake Base and Meridian; and running

thence North 00°19'41" East 1,474.01 feet along the West Section Line of said Section 11, also being along the Easterly Boundary Line of the Hidden Meadows Subdivision Annexation Plat recorded as Entry No. 425852 in the Office of the Summit County Recorder;
thence North 63°17'52" East 344.36 feet along the Easterly Boundary Line of said Hidden Meadows Subdivision Annexation Plat;
thence North 75°52'07" East 1,501.92 feet along the Easterly Boundary Line of said Hidden Meadows Subdivision Annexation Plat;
thence North 38°46'13" West 606.70 feet along the Easterly Boundary Line of said Hidden Meadows Subdivision Annexation Plat;
thence North 39°40'23" West 214.68 feet along the Easterly Boundary Line of said Hidden Meadows Subdivision Annexation Plat to the North Section Line of said Section 11;
thence South 88°46'45" East 89.54 feet along the North Section Line of said Section 11 to the 1/16 Corner of said Section 2;
thence North 00°00'41" East 1,415.34 feet along the 1/16th Section Line of said Section 2 to the Southerly Right-of-Way Line of the abandoned Union Pacific Railroad Property;
thence North 68°35'10" East 611.63 feet along the Southerly Right-of-Way Line of said abandoned Union Pacific Railroad Property;
thence Northeasterly 622.07 feet along the arc of a 1,532.69 foot radius curve to the left (center bears North 21°24'50" West and the chord bears North 56°57'32" East 617.81 feet with a central angle of 23°15'16") along the Southerly Right-of-Way Line of said abandoned Union Pacific Railroad Property to the Southerly Right-of-Way Line of Richardson Flat Road (UDOT FAP 93-B);
thence South 89°20'19" East 143.65 feet along the Southerly Right-of-Way Line of Richardson Flat Road (UDOT FAP 93-B);
thence Southeasterly 252.20 feet along the arc of a 2,814.90 foot radius curve to the right (center bears South 00°39'41" West and the chord bears South 86°46'19" East 252.11 feet with a central angle of 05°08'00") along the Southerly Right-of-Way Line of Richardson Flat Road (UDOT FAP 93-B);
thence South 84°12'19" East 300.22 feet along the Southerly Right-of-Way Line of Richardson Flat Road (UDOT FAP 93-B) to the Westerly Right-of-Way Line of State Highway 40;
thence South 07°02'52" East 965.75 feet along the Westerly Right-of-Way Line of said State Highway 40;
thence South 07°03'48" East 1,299.91 feet along the Westerly Right-of-Way Line of said State Highway 40;
thence South 42°31'04" West 3,012.86 feet;
thence South 103.66 feet to the projection of the Northerly Boundary Line of the Morning Star Estates Subdivision recorded as Entry No. 376621 in the Office of the Summit County Recorder;
thence North 89°30'31" West 1,368.96 feet along the Northerly Boundary Line of said Morning Star Estates Subdivision and its projections thereof to the point of beginning.

Contains 8,518,648 Square Feet or 195.561 Acres

Date

KAREN F. WHITE
P.L.S. 191326

OWNER'S DEDICATION

Known all men by these presents that I / we, the undersigned owner(s) of the above described tract of land, having caused same to be subdivided, hereafter known as the

PARK CITY HEIGHTS SUBDIVISION

do hereby dedicate for perpetual use of the public all streets of land shown on this plat as intended for Public use.
In witness whereof I / we have hereunto set our hand (s) this _____ day of _____ A.D., 20_____

By:
Its:

LIMITED LIABILITY COMPANY ACKNOWLEDGMENT

STATE OF UTAH
County of Salt Lake } S.S.

On the _____ day of _____ A.D., 20_____, personally appeared before me, the undersigned Notary Public, in and for said County of _____ in the State of Utah, who after being duly sworn, acknowledged to me that He/She is the _____ of _____ a Limited Liability Company and that He/She signed the Owner's Dedication freely and voluntarily for and in behalf of said Limited Liability Company for the purposes therein mentioned and acknowledged to me that said Corporation executed the same.

MY COMMISSION EXPIRES: _____

_____ RESIDING IN _____ COUNTY.
NOTARY PUBLIC

PARK CITY HEIGHTS SUBDIVISION

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

ENSIGN
SALT LAKE CITY
90 E. Fort Union Blvd Suite 100
Midvale UT 84047
Phone: 801.255.0529
Fax: 801.255.4449
LAYTON
Phone: 801.547.1100
PLEASANT GROVE
Phone: 801.796.8145
TOOELE
Phone:435.843.3590
WWW.ENSIGNUTAH.COM

SHEET 1 OF 2
PROJECT NUMBER : 45760
MANAGER : RQE
DRAWN BY : KFW
CHECKED BY : PMH
DATE : 10/15/13

DEVELOPER
BOYER PARK CITY JUNCTION, LC
90 SOUTH 400 WEST SUITE 200
SALT LAKE CITY, UTAH 84101
(801) 521-4781

SNYDERVILLE BASIN WATER RECLAMATION DISTRICT
REVIEWED FOR CONFORMANCE TO SNYDERVILLE BASIN WATER RECLAMATION DISTRICT THIS _____ DAY OF _____ 20_____
BY: _____

PLANNING COMMISSION
APPROVED BY THE PARK CITY PLANNING COMMISSION THIS _____ DAY OF _____ 20_____ A.D.
CHAIRMAN

ENGINEER'S CERTIFICATE
I FIND THIS PLAT TO BE IN ACCORDANCE WITH INFORMATION ON FILE IN MY OFFICE THIS _____ DAY OF _____ 20_____ A.D.
PARK CITY ENGINEER

APPROVAL AS FORM
APPROVED AS TO FORM THIS _____ DAY OF _____ 20_____
PARK CITY ATTORNEY

CERIFICATE OF ATTEST
I CERTIFY THIS RECORD OF SURVEY MAP WAS APPROVED BY PARK CITY COUNCIL THIS _____ DAY OF _____ 20_____ A.D.
PARK CITY RECORDER

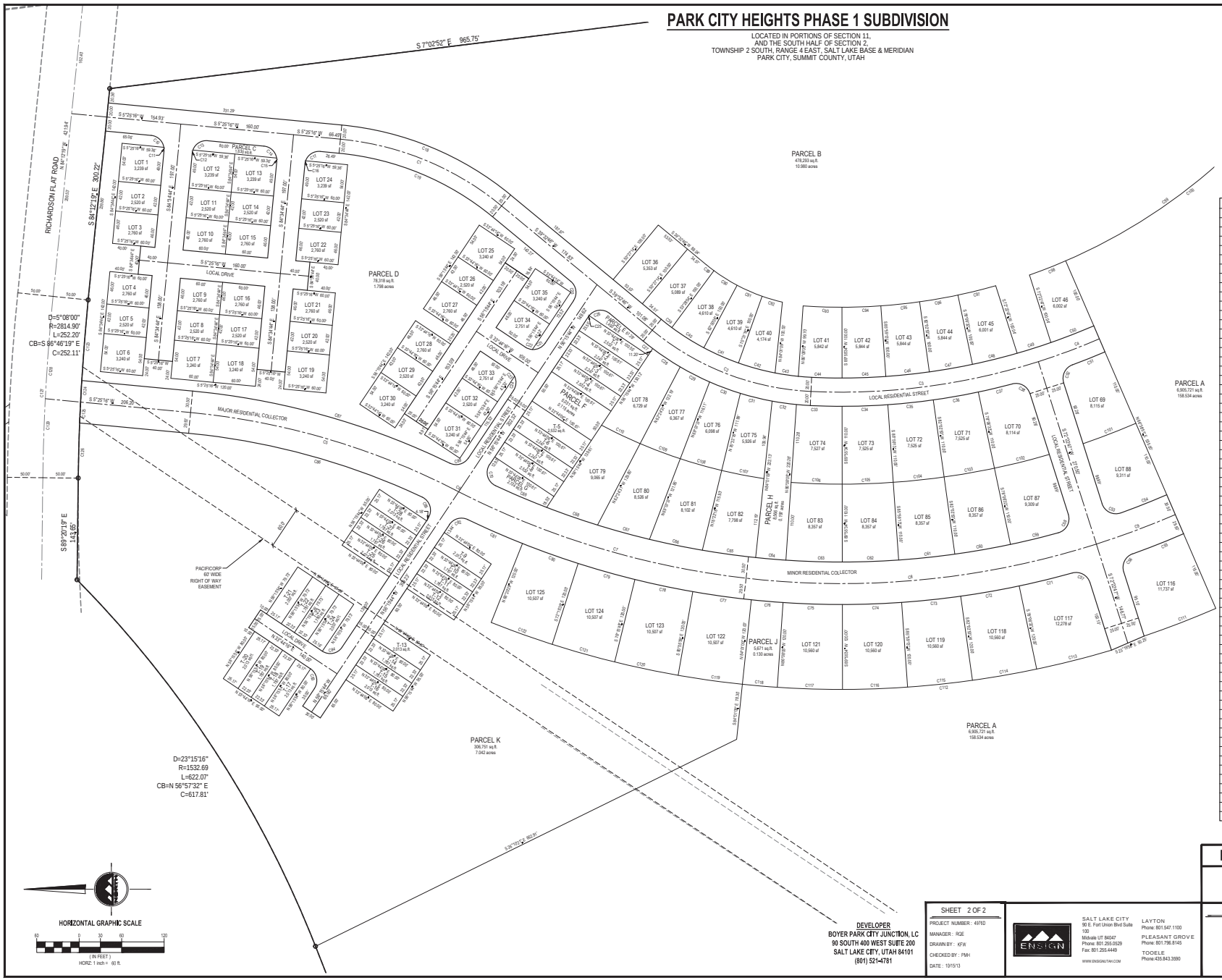
COUNCIL APPROVAL AND ACCEPTANCE
APPROVAL AND ACCEPTANCE BY THE PARK CITY COUNCIL THIS _____ DAY OF _____ 20_____ A.D.
PARK CITY MAYOR

RECORDED #

STATE OF UTAH, COUNTY OF SUMMIT, RECORDED AND FILED AT THE REQUEST OF: _____
DATE: _____ TIME: _____ BOOK: _____ PAGE: _____
FEES
SUMMIT COUNTY RECORDER

PARK CITY HEIGHTS PHASE 1 SUBDIVISION

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



LEGEND

SECTION CORNER

ENSIGN ENG. LAND SURV.

SET 5/8" REBAR WITH YELLOW PLASTIC CAP, OR NAIL STAMPED "ENSIGN ENG. & LAND SURV."

PU&DE — PU&DE = PUBLIC UTILITY & DRAINAGE EASEMENT

BOUNDARY LINE

SECTION LINE

CENTER LINE

EASEMENT LINE

CURVE TABLE					
CURVE	RADIUS	LENGTH	DELTA	BEARING	CHORD
C1	420.00'	250.15'	34°07'30"	S22°29'01"E	246.47'
C2	380.00'	244.61'	36°52'54"	S21°06'20"W	240.41'
C3	820.00'	325.74'	20°13'11"	S13°24'42"E	324.04'
C4	820.00'	92.02'	3°42'51"	S35°20'14"E	91.98'
C5	1029.50'	392.20'	21°49'40"	N19°20'09"E	389.84'
C6	1190.50'	5.19'	0°14'59"	S27°07'27"W	5.19'
C7	1190.50'	927.13'	44°37'14"	S4°41'22"W	903.88'
C8	1190.50'	927.13'	44°37'14"	S4°41'22"W	903.88'
C9	1190.50'	119.08'	5°43'52"	S20°20'13"E	119.03'
C10	20.00'	26.36'	75°31'21"	N43°10'55"E	24.49'
C11	20.00'	5.05'	14°28'39"	N88°10'55"E	5.04'
C12	20.00'	5.05'	14°28'39"	N77°42'24"W	5.04'
C13	20.00'	26.36'	75°31'21"	N32°32'24"W	24.49'
C14	20.00'	26.36'	75°31'21"	N43°10'55"E	24.49'
C15	20.00'	5.05'	14°28'39"	N88°10'55"E	5.04'
C16	20.00'	5.05'	14°28'39"	N77°20'24"W	5.04'
C17	20.00'	26.36'	75°31'21"	N32°32'24"W	24.49'
C18	440.00'	262.06'	34°07'30"	N22°29'01"E	258.21'
C19	400.00'	238.24'	34°07'30"	N22°29'01"E	234.73'
C20	20.00'	30.12'	84°11'29"	N81°38'31"E	27.49'
C21	20.00'	20.94'	60°00'00"	S26°15'44"E	20.00'
C22	20.00'	10.47'	30°00'00"	S18°44'16"W	10.35'
C23	20.00'	10.47'	30°00'00"	N68°44'16"E	10.35'
C24	20.00'	20.94'	60°00'00"	S86°15'44"E	20.00'
C25	20.50'	1.62'	4°32'15"	N53°33'37"W	1.62'
C26	20.50'	32.68'	91°16'15"	N6°55'21"W	29.31'
C27	400.00'	17.13'	2°27'13"	S38°19'37"W	17.13'
C28	400.00'	45.72'	6°41'29"	S33°44'49"W	45.69'
C29	400.00'	46.59'	6°40'29"	S27°03'51"W	46.57'
C30	400.00'	46.42'	6°38'57"	S20°24'59"W	46.39'
C31	400.00'	46.20'	6°37'06"	S13°46'08"W	46.18'
C32	400.00'	34.72'	4°58'25"	S7°58'23"W	34.71'
C33	940.00'	44.93'	2°44'19"	S11°17'43"W	44.92'
C34	940.00'	64.62'	3°56'21"	S2°02'38"E	64.61'
C35	940.00'	64.62'	3°56'21"	S5°58'57"E	64.61'
C36	940.00'	64.62'	3°56'21"	S9°55'18"E	64.61'
C37	940.00'	49.47'	3°00'55"	S13°23'55"E	49.46'
C38	20.50'	31.22'	87°17'10"	N38°44'12"E	28.32'
C39	360.00'	19.02'	3°01'41"	S39°51'56"W	19.02'
C40	360.00'	53.53'	8°31'12"	S32°15'33"W	53.48'
C41	360.00'	53.53'	8°31'12"	S23°44'18"W	53.48'
C42	360.00'	53.53'	8°31'12"	S15°13'23"W	53.48'
C43	360.00'	33.20'	5°17'32"	S8°18'45"W	33.24'
C44	900.00'	43.02'	2°44'19"	S11°17'43"W	43.01'
C45	900.00'	61.88'	3°56'21"	S2°02'38"E	61.86'
C46	900.00'	61.87'	3°56'21"	S5°58'57"E	61.86'
C47	900.00'	61.88'	3°56'21"	S9°55'18"E	61.86'
C48	900.00'	65.01'	4°08'20"	S13°57'38"E	65.00'
C49	900.00'	50.01'	3°11'01"	S17°37'18"E	50.00'
C50	900.00'	65.02'	4°08'21"	S21°55'58"E	65.00'
C51	940.00'	49.48'	3°00'53"	S21°50'44"E	49.47'
C52	20.50'	31.22'	87°17'01"	N63°58'42"W	28.32'
C53	20.50'	33.02'	92°17'22"	S28°14'09"W	29.58'
C54	1160.00'	69.70'	3°26'34"	S21°37'52"E	69.69'
C55	1220.00'	77.28'	3°37'40"	S21°32'17"E	77.27'
C56	20.50'	31.45'	87°52'49"	N63°40'13"W	28.45'
C57	20.50'	31.45'	87°53'58"	N28°20'49"E	28.40'
C58	20.50'	33.02'	92°17'15"	S61°28'39"E	29.58'
C59	1160.00'	69.68'	3°26'31"	S13°36'43"E	69.67'
C60	1160.00'	79.70'	3°56'21"	S9°55'18"E	79.72'
C61	1160.00'	79.70'	3°56'21"	S5°58'57"E	79.72'
C62	1160.00'	79.70'	3°56'21"	S2°02'38"E	79.72'
C63	1160.00'	79.70'	3°56'21"	S1°53'46"W	79.72'
C64	1160.00'	42.83'	2°06'56"	S4°55'23"W	42.82'
C65	1160.00'	76.14'	3°45'38"	S7°57'40"W	76.12'

CURVE TABLE					
CURVE	RADIUS	LENGTH	DELTA	BEARING	CHORD
C66	1160.00'	76.14'	3°45'38"	S11°37'18"W	76.12'
C67	1160.00'	76.14'	3°45'38"	S15°22'57"W	76.12'
C68	1160.00'	76.14'	3°45'38"	S19°08'35"W	76.12'
C69	1160.00'	78.36'	3°52'13"	S22°5'31"W	78.34'
C70	20.50'	35.37'	98°50'38"	S74°18'57"W	31.14'
C71	1220.00'	77.26'	3°37'42"	S13°42'19"E	77.24'
C72	1220.00'	83.88'	3°56'21"	S9°55'18"E	83.86'
C73	1220.00'	83.87'	3°56'21"	S5°58'57"E	83.86'
C74	1220.00'	83.87'	3°56'21"	S2°02'38"E	83.86'
C75	1220.00'	83.88'	3°56'21"	S1°53'45"W	83.86'
C76	1220.00'	45.00'	2°06'56"	S4°55'23"W	45.04'
C77	1220.00'	83.46'	3°55'10"	S7°56'26"W	83.44'
C78	1220.00'	83.46'	3°55'10"	S11°51'36"W	83.44'
C79	1220.00'	83.46'	3°55'10"	S15°46'46"W	83.44'
C80	1220.00'	83.46'	3°55'10"	S19°41'56"W	83.44'
C81	1220.00'	84.53'	3°57'38"	S23°38'18"W	84.31'
C82	20.50'	29.30'	81°52'52"	N15°19'18"W	26.87'
C83	20.00'	31.42'	90°00'00"	N78°44'16"E	28.28'
C84	20.00'	31.41'	89°59'33"	S11°15'58"E	28.28'
C85	20.50'	35.28'	98°38'47"	N74°25'52"E	31.09'
C86	1000.00'	343.89'	19°42'13"	N15°16'23"E	342.20'
C87	1060.00'	379.52'	20°30'58"	N15°40'41"E	377.49'
C88	20.50'	29.41'	82°11'51"	S15°08'45"E	26.95'
C89	260.00'	13.74'	3°01'41"	S38°01'56"W	13.74'
C90	260.00'	38.66'	8°31'12"	S32°15'33"W	38.63'
C91	260.00'	38.66'	8°31'12"	S23°44'18"W	38.63'
C92	260.00'	29.94'	6°35'51"	S16°10'47"W	29.92'
C93	800.00'	55.00'	3°56'21"	S1°53'45"W	54.99'
C94	800.00'	55.00'	3°56'21"	S2°02'38"E	54.99'
C95	800.00'	55.00'	3°56'21"	S5°58'57"E	54.99'
C96	800.00'	55.00'	3°56'21"	S9°55'18"E	54.99'
C97	800.00'	55.01'	3°56'24"	S13°51'40"E	55.00'
C98	800.00'	55.01'	3°56'24"	S21°22'53"E	55.00'
C99	800.00'	710.23'	50°50'06"	S44°32'45"E	687.14'
C100	800.00'	655.22'	46°55'38"	S46°48'53"E	637.09'
C101	1050.00'	80.02'	4°22'00"	S21°10'05"E	80.01'
C102	1050.00'	80.01'	4°21'58"	S14°04'27"E	79.99'
C103	1050.00'	72.19'	3°56'21"	S9°55'18"E	72.17'
C104	1050.00'	72.19'	3°56'21"	S5°58'57"E	72.17'
C105	1050.00'	72.19'	3°56'21"	S2°02'38"E	72.17'
C106	1050.00'	72.19'	3°56'21"	S1°53'45"W	72.17'
C107	712.33'	60.90'	4°53'54"	S10°52'14"W	60.88'
C108	712.33'	60.77'	4°53'18"	S15°46'50"W	60.75'
C109	712.33'	60.61'	4°52'39"	S20°39'44"W	60.59'
C110	712.33'	60.41'	4°51'32"	S25°31'46"W	60.39'
C111	1335.00'	108.54'	4°39'30"	S21°07'24"E	108.51'
C112	1340.00'	526.89'	22°31'59"	S11°19'0"E	523.60'
C113	1340.00'	109.07'	4°39'40"	S14°13'18"E	108.98'
C114	1340.00'	92.13'	3°56'21"	S9°55'18"E	92.11'
C115	1340.00'	92.12'	3°56'21"	S5°58'57"E	92.11'
C116	1340.00'	92.12'	3°56'21"	S2°02'38"E	92.11'
C117	1340.00'	92.13'	3°56'21"	S1°53'45"W	92.11'
C118	1340.00'	49.48'	2°06'56"	S4°55'23"W	49.48'
C119	1340.00'	91.67'	3°55'10"	S7°56'26"W	91.65'
C120	1340.00'	91.67'	3°55'10"	S11°51'36"W	91.65'
C121	1340.00'	91.67'	3°55'10"	S15°46'46"W	91.65'
C122	1340.00'	91.67'	3°55'10"	S19°41'56"W	91.65'
C123	2814.90'	114.17'	2°19'26"	N85°22'02"W	114.16'
C124	2814.90'	30.52'	0°37'17"	N86°50'23"W	30.52'
C125	2814.90'	29.54'	0°36'04"	N87°27'03"W	29.54'
C126	2814.90'	77.97'	1°35'13"	N88°52'42"W	77.97'
C127	2864.90'	256.68'	5°08'00"	N86°46'19"W	256.59'
C128	2864.90'	145.51'	2°54'51"	N83°19'19"W	145.50'
C129	2864.90'	111.66'	2°13'56"	N88°13'19"W	111.66'

DEVELOPER
BOYER PARK CITY JUNCTION, LC
90 SOUTH 400 WEST SUITE 200
SALT LAKE CITY, UTAH 84101
(801) 521-4781

SHEET 2 OF 2

PROJECT NUMBER : 48760

MANAGER : RQE

DRAWN BY : KFW

CHECKED BY : PMH

DATE : 10/15/13

ENSIGN

SALT LAKE CITY
90 E. Fort Union Blvd Suite 100
Midvale UT 84047
Phone: 801.255.0529
Fax: 801.255.4449

LAYTON
Phone: 801.547.1100

PLEASANT GROVE
Phone: 801.796.8145

TOOELE
Phone: 435.843.3590

WWW.ENSIGNUTAH.COM

PARK CITY HEIGHTS PHASE 1 SUBDIVISION

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

RECORDED #

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

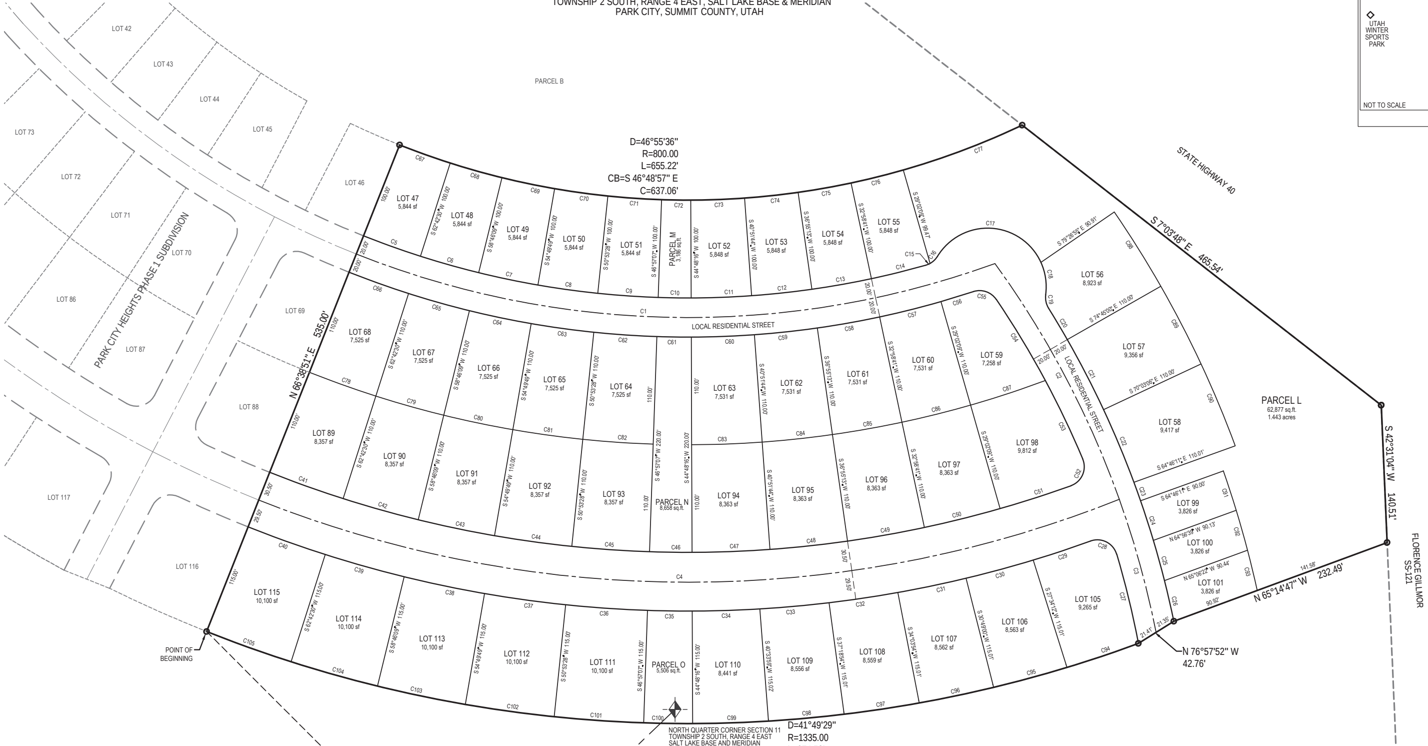
DATE: _____ TIME: _____ BOOK: _____ PAGE: _____

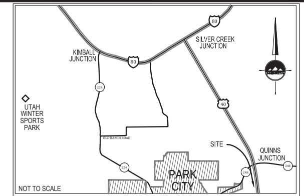
FEES _____ SUMMIT COUNTY RECORDER

PARK CITY HEIGHTS PHASE 2 SUBDIVISION

AMENDING A PORTION OF PARCEL A OF PARK CITY HEIGHTS PHASE 1 SUBDIVISION

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





VICINITY MAP

LEGEND

SECTION CORNER

ENSIGN ENG. LAND SURV. — SET 5/8" REBAR WITH YELLOW PLASTIC CAP, OR NAIL STAMPED "ENSIGN ENG. & LAND SURV."

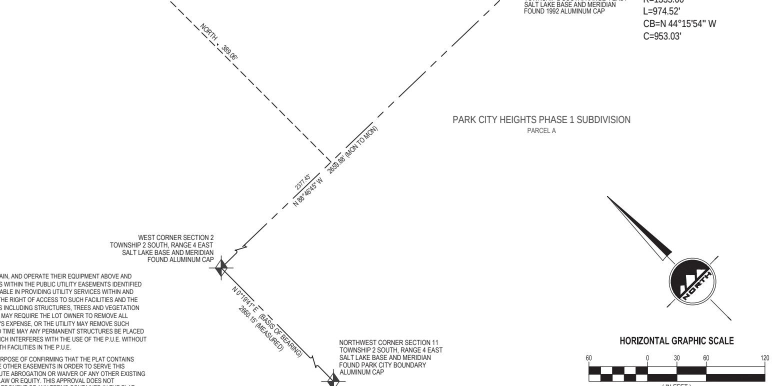
PU&DE — PU&DE = PUBLIC UTILITY & DRAINAGE EASEMENT

BOUNDARY LINE

SECTION LINE

CENTER LINE

EASEMENT LINE



ROCKY MOUNTAIN POWER UTILITY NOTE:
UTILITIES SHALL HAVE THE RIGHT TO INSTALL, MAINTAIN, AND OPERATE THEIR EQUIPMENT ABOVE AND BELOW GROUND AND ALL OTHER RELATED FACILITIES WITHIN THE PUBLIC UTILITY EASEMENTS IDENTIFIED ON THIS PLAT MAP AS MAY BE NECESSARY OR DESIRABLE IN PROVIDING UTILITY SERVICES WITHIN AND WITHOUT THE LOTS IDENTIFIED HEREIN, INCLUDING THE RIGHT OF ACCESS TO SUCH FACILITIES AND THE RIGHT TO REQUIRE REMOVAL OF ANY OBSTRUCTIONS INCLUDING STRUCTURES, TREES AND VEGETATION THAT MAY BE PLACED WITHIN THE P.U.E. THE UTILITY MAY REQUIRE THE LOT OWNER TO REMOVE ALL STRUCTURES WITHIN THE P.U.E. AT THE LOT OWNER'S EXPENSE, OR THE UTILITY MAY REMOVE SUCH STRUCTURES AT THE LOT OWNER'S EXPENSE. AT NO TIME MAY ANY PERMANENT STRUCTURES BE PLACED WITHIN THE P.U.E. OR ANY OTHER OBSTRUCTION WHICH INTERFERES WITH THE USE OF THE P.U.E. WITHOUT THE PRIOR WRITTEN APPROVAL OF THE UTILITIES WITH FACILITIES IN THE P.U.E.

QUESTAR APPROVES THIS PLAT SOLELY FOR THE PURPOSE OF CONFIRMING THAT THE PLAT CONTAINS PUBLIC UTILITY EASEMENTS. QUESTAR MAY REQUIRE OTHER EASEMENTS IN ORDER TO SERVE THIS DEVELOPMENT. THIS APPROVAL DOES NOT CONSTITUTE ABROGATION OR WAIVER OF ANY OTHER EXISTING RIGHTS, OBLIGATIONS OR LIABILITIES PROVIDED BY LAW OR EQUITY. THIS APPROVAL DOES NOT CONSTITUTE ACCEPTANCE, APPROVAL OR ACKNOWLEDGEMENT OF ANY TERMS CONTAINED IN THE PLAT, INCLUDING THOSE SET IN THE OWNERS DEDICATION AND THE NOTES AND DOES NOT CONSTITUTE A GUARANTEE OF PARTICULAR TERMS OF NATURAL GAS SERVICE. FOR FURTHER INFORMATION PLEASE CONTACT QUESTAR'S RIGHT-OF-WAY DEPARTMENT AT 1-800-366-8532.

CURVE TABLE

CURVE	RADIUS	LENGTH	DELTA	BEARING	CHORD
C1	920.00'	667.79'	41°35'19"	S44°08'49"E	653.23'
C2	962.17'	273.41'	16°16'52"	N17°10'14"E	272.49'
C3	962.17'	141.17'	8°24'23"	N29°30'52"E	141.04'
C4	1190.50'	901.55'	43°23'22"	S45°02'50"E	880.17'
C5	900.00'	61.88'	3°56'21"	S25°19'20"E	61.86'
C6	900.00'	61.87'	3°56'21"	S29°15'40"E	61.86'
C7	900.00'	61.87'	3°56'21"	S33°12'01"E	61.86'
C8	900.00'	61.88'	3°56'21"	S37°08'22"E	61.86'
C9	900.00'	61.87'	3°56'21"	S41°04'42"E	61.86'
C10	900.00'	33.73'	2°08'51"	S44°07'18"E	33.73'
C11	900.00'	61.92'	3°56'32"	S47°10'00"E	61.91'
C12	900.00'	61.92'	3°56'32"	S51°06'32"E	61.91'
C13	900.00'	61.92'	3°56'32"	S55°03'03"E	61.91'
C14	900.00'	57.25'	3°38'40"	S58°50'39"E	57.24'
C15	20.50'	4.71'	13°10'39"	S67°15'19"E	4.70'
C16	20.50'	10.66'	29°47'55"	S88°44'36"E	10.54'
C17	60.00'	129.75'	123°54'07"	N41°41'30"W	105.91'
C18	60.00'	34.08'	32°32'30"	N36°31'48"E	33.62'
C19	20.50'	14.22'	39°44'02"	S32°56'02"W	13.93'
C20	982.17'	37.42'	2°10'59"	N14°09'31"E	37.42'
C21	982.17'	80.54'	4°41'55"	N17°35'57"E	80.52'
C22	982.17'	80.54'	4°41'55"	N22°17'52"E	80.52'
C23	982.17'	20.00'	1°10'00"	N25°13'49"E	20.00'
C24	982.17'	42.65'	2°29'17"	N27°03'28"E	42.65'
C25	982.17'	42.65'	2°29'17"	N29°32'45"E	42.65'
C26	982.17'	42.65'	2°29'17"	N32°02'02"E	42.65'
C27	942.17'	93.88'	5°42'32"	N31°19'23"E	93.84'
C28	20.50'	33.34'	93°11'29"	N18°07'38"W	29.79'

CURVE TABLE

CURVE	RADIUS	LENGTH	DELTA	BEARING	CHORD
C29	1220.00'	61.95'	2°54'34"	S63°16'05"E	61.95'
C30	1220.00'	71.20'	3°20'38"	S60°08'29"E	71.19'
C31	1220.00'	71.19'	3°20'36"	S56°47'52"E	71.18'
C32	1220.00'	71.17'	3°20'32"	S53°27'18"E	71.16'
C33	1220.00'	71.14'	3°20'27"	S50°06'48"E	71.13'
C34	1220.00'	69.15'	3°14'51"	S46°49'09"E	69.14'
C35	1220.00'	45.73'	2°08'51"	S44°07'18"E	45.72'
C36	1220.00'	83.87'	3°56'21"	S41°04'42"E	83.86'
C37	1220.00'	83.88'	3°56'21"	S37°08'22"E	83.86'
C38	1220.00'	83.88'	3°56'21"	S33°12'01"E	83.86'
C39	1220.00'	83.88'	3°56'21"	S29°15'40"E	83.86'
C40	1220.00'	83.87'	3°56'21"	S25°19'20"E	83.86'
C41	1160.00'	79.75'	3°56'21"	S25°19'20"E	79.73'
C42	1160.00'	79.75'	3°56'21"	S29°15'40"E	79.73'
C43	1160.00'	79.75'	3°56'21"	S33°12'01"E	79.73'
C44	1160.00'	79.75'	3°56'21"	S37°08'22"E	79.73'
C45	1160.00'	79.75'	3°56'21"	S41°04'42"E	79.73'
C46	1160.00'	43.48'	2°08'51"	S44°07'18"E	43.47'
C47	1160.00'	79.81'	3°56'32"	S47°10'00"E	79.80'
C48	1160.00'	79.81'	3°56'32"	S51°06'32"E	79.80'
C49	1160.00'	79.81'	3°56'32"	S55°03'03"E	79.80'
C50	1160.00'	79.81'	3°56'32"	S58°59'35"E	79.80'
C51	1160.00'	76.19'	3°45'47"	S62°50'45"E	76.17'
C52	20.50'	33.31'	93°05'09"	N68°43'47"E	29.76'
C53	942.17'	88.95'	5°24'33"	N19°28'56"E	88.91'
C54	942.17'	96.89'	5°53'33"	N13°49'53"E	96.85'
C55	20.50'	26.47'	73°58'04"	N26°05'55"W	24.67'
C56	940.00'	34.75'	2°07'06"	S62°01'24"E	34.75'

CURVE TABLE

CURVE	RADIUS	LENGTH	DELTA	BEARING	CHORD
C57	940.00'	64.68'	3°56'32"	S58°59'35"E	64.66'
C58	940.00'	64.68'	3°56'32"	S55°03'03"E	64.66'
C59	940.00'	64.68'	3°56'32"	S51°06'32"E	64.66'
C60	940.00'	64.68'	3°56'32"	S47°10'00"E	64.66'
C61	940.00'	35.23'	2°08'51"	S44°07'18"E	35.23'
C62	940.00'	64.62'	3°56'21"	S41°04'42"E	64.61'
C63	940.00'	64.62'	3°56'21"	S37°08'22"E	64.61'
C64	940.00'	64.63'	3°56'21"	S33°12'01"E	64.61'
C65	940.00'	64.62'	3°56'21"	S29°15'40"E	64.61'
C66	940.00'	64.63'	3°56'21"	S25°19'20"E	64.61'
C67	800.00'	55.00'	3°56'21"	S25°19'20"E	54.99'
C68	800.00'	55.00'	3°56'21"	S29°15'40"E	54.99'
C69	800.00'	55.00'	3°56'21"	S33°12'01"E	54.99'
C70	800.00'	55.00'	3°56'21"	S37°08'22"E	54.99'
C71	800.00'	55.00'	3°56'21"	S41°04'42"E	54.99'
C72	800.00'	29.98'	2°08'51"	S44°07'18"E	29.98'
C73	800.00'	55.04'	3°56'32"	S47°10'00"E	55.03'
C74	800.00'	55.04'	3°56'32"	S51°06'32"E	55.03'
C75	800.00'	55.04'	3°56'32"	S55°03'03"E	55.03'
C76	800.00'	55.04'	3°56'32"	S58°59'35"E	55.03'
C77	800.00'	130.06'	9°18'54"	S65°37'18"E	129.92'
C78	1050.00'	72.19'	3°56'21"	S25°19'20"E	72.17'
C79	1050.00'	72.19'	3°56'21"	S29°15'40"E	72.17'
C80	1050.00'	72.19'	3°56'21"	S33°12'01"E	72.17'
C81	1050.00'	72.19'	3°56'21"	S37°08'22"E	72.17'
C82	1050.00'	72.19'	3°56'21"	S41°04'42"E	72.17'
C83	1050.00'	72.24'	3°56'32"	S47°10'00"E	72.23'
C84	1050.00'	72.24'	3°56'32"	S51°06'32"E	72.23'

CURVE TABLE

CURVE	RADIUS	LENGTH	DELTA	BEARING	CHORD
C85	1050.00'	72.24'	3°56'32"	S55°03'03"E	72.23'
C86	1050.00'	72.24'	3°56'32"	S58°59'35"E	72.23'
C87	1050.00'	80.46'	4°23'26"	S63°09'34"E	80.44'
C88	1092.17'	89.56'	4°41'55"	N12°54'03"E	89.54'
C89	1092.17'	89.56'	4°41'55"	N17°35'57"E	89.54'
C90	1092.17'	90.68'	4°45'26"	N22°19'38"E	90.66'
C91	1072.17'	42.37'	2°15'51"	N26°53'49"E	42.37'
C92	1072.17'	42.37'	2°15'51"	N29°09'40"E	42.37'
C93	1072.17'	42.37'	2°15'51"	N31°25'32"E	42.37'
C94	1335.00'	77.14'	3°18'39"	S63°31'19"E	77.13'
C95	1335.00'	77.72'	3°20'08"	S60°11'55"E	77.71'
C96	1335.00'	77.71'	3°20'06"	S56°51'48"E	77.70'
C97	1335.00'	77.69'	3°20'04"	S53°31'43"E	77.68'
C98	1335.00'	77.66'	3°20'00"	S50°11'41"E	77.65'
C99	1335.00'	77.65'	3°19'58"	S46°51'43"E	77.64'
C100	1335.00'	50.04'	2°08'51"	S44°07'18"E	50.03'
C101	1335.00'	91.78'	3°56'21"	S41°04'42"E	91.76'
C102	1335.00'	91.78'	3°56'21"	S37°08'22"E	91.76'
C103	1335.00'	91.78'	3°56'21"	S33°12'01"E	91.76'
C104	1335.00'	91.78'	3°56'21"	S29°15'40"E	91.76'
C105	1335.00'	91.78'	3°56'21"	S25°19'20"E	91.76'

SURVEYOR'S CERTIFICATE

I, KAREN F. WHITE do hereby certify that I am a Licensed Land Surveyor, and that I hold certificate No. 191326 as prescribed under laws of the State of Utah. I further certify that by authority of the Owners, I have made a survey of the tract of land shown on this plat and described below, and have subdivided said tract of land into lots and streets, hereafter to be known as PARK CITY HEIGHTS PHASE 2 SUBDIVISION, and that the same has been correctly surveyed and staked on the ground as shown on this plat. I further certify that all lots meet frontage width and area requirements of the applicable zoning ordinances.

BOUNDARY DESCRIPTION

A parcel of land located in the South Half of Section 2 and portions of Section 11, Township 2 South, Range 4 East, Salt Lake Base and Meridian, said parcel being more particularly described as follows:

Beginning at a point being North 89°46'45" West 2,377.43 feet and North 389.06 feet from a Park City Boundary Aluminum Cap marking the West Quarter Corner of Section 11, Township 2 South, Range 4 East, Salt Lake Base and Meridian; and running

thence North 66°38'51" East 535.00 feet;
thence Southeasterly 655.22 feet along the arc of a 800.00 foot radius curve to the left (center bears North 66°38'51" East and the chord bears South 46°48'57" East 637.06 feet with a central angle of 46°55'36") to the Westerly Right-of-Way Line of State Highway 40;
thence South 07°03'48" East 465.54 feet along the Westerly Right-of-Way Line of said State Highway 40;
thence South 42°31'04" West 140.51 feet;
thence North 65°14'47" West 232.49 feet;
thence North 76°57'52" West 42.76 feet;
thence Northwesterly 974.52 feet along the arc of a 1,335.00 foot radius curve to the right (center bears North 24°49'22" East and the chord bears North 44°15'54" West 953.03 feet with a central angle of 41°49'29") to the point of beginning.

Contains 533,286 Square Feet or 12.243 Acres and 50 Lots and 4 Parcels

Date ______ KAREN F. WHITE
P.L.S. 191326

OWNER'S DEDICATION

Known all men by these presents that I / we, the undersigned owner(s) of the above described tract of land, having caused same to be subdivided, hereafter known as the

PARK CITY HEIGHTS PHASE 2 SUBDIVISION

AMENDING A PORTION OF PARCEL A OF PARK CITY HEIGHTS PHASE 1 SUBDIVISION

do hereby dedicate for perpetual use of the public all parcels of land shown on this plat as intended for Public use.
In witness whereof I / we have hereunto set our hand (s) this ________day of________________________A.D., 20_______.

By:
Its:

LIMITED LIABILITY COMPANY ACKNOWLEDGMENT

STATE OF UTAH }S.S.
County of Salt Lake

On the _______ day of ________________________ A.D., 20__________, personally appeared before me, the undersigned Notary Public, in and for said County of ____________________ in the State of Utah, who after being duly sworn, acknowledged to me that He/She is the______________________ of ______________________ a Limited Liability Company and that He/She signed the Owner's Dedication freely and voluntarily for and in behalf of said Limited Liability Company for the purposes therein mentioned and acknowledged to me that said Corporation executed the same.

MY COMMISSION EXPIRES:______________________________.

______________________ RESIDING IN______________________ COUNTY.
NOTARY PUBLIC

PARK CITY HEIGHTS PHASE 2 SUBDIVISION

AMENDING A PORTION OF PARCEL A OF PARK CITY HEIGHTS PHASE 1 SUBDIVISION
LOCATED IN PORTIONS OF SECTION 11,
AND THE SOUTH HALF OF SECTION 2,
TOWNSHIP 2 SOUTH, RANGE 4 EAST, SALT LAKE BASE & MERIDIAN
PARK CITY, SUMMIT COUNTY, UTAH

ENSIGN

SALT LAKE CITY
45 W. 10000 S., Suite 500
Sandy, UT 84070
Phone: 801.255.0529
Fax: 801.255.4449

LAYTON
Phone: 801.547.1100
TOOELE
Phone: 435.843.3590
CEDAR CITY
Phone: 435.865.1453
RICHFIELD
Phone: 435.590.0187

WWW.ENSIGNENG.COM

SHEET 1 OF 1
PROJECT NUMBER : 4976D
MANAGER : RQE
DRAWN BY : KFW
CHECKED BY : PMH
DATE : 10/15/13

DEVELOPER
BOYER PARK CITY JUNCTION, LC
90 SOUTH 400 WEST SUITE 200
SALT LAKE CITY, UTAH 84101
(801) 521-4781

SNYDERVILLE BASIN WATER RECLAMATION DISTRICT
REVIEWED FOR CONFORMANCE TO SNYDERVILLE BASIN WATER RECLAMATION DISTRICT THIS ______ DAY OF ________________, 20_______.
BY:

PLANNING COMMISSION
APPROVED BY THE PARK CITY PLANNING COMMISSION THIS ________ DAY OF ____________________, 20________A.D.
CHAIRMAN

ENGINEER'S CERTIFICATE
I FIND THIS PLAT TO BE IN ACCORDANCE WITH INFORMATION ON FILE IN MY OFFICE THIS ________ DAY OF ____________________, 20________A.D.
PARK CITY ENGINEER

APPROVAL AS FORM
APPROVED AS TO FORM THIS ________ DAY OF ____________________, 20________.
PARK CITY ATTORNEY

CERIFICATE OF ATTEST
I CERTIFY THIS RECORD OF SURVEY MAP WAS APPROVED BY PARK CITY COUNCIL THIS ______ DAY OF ____________________, 20________A.D.
PARK CITY RECORDER

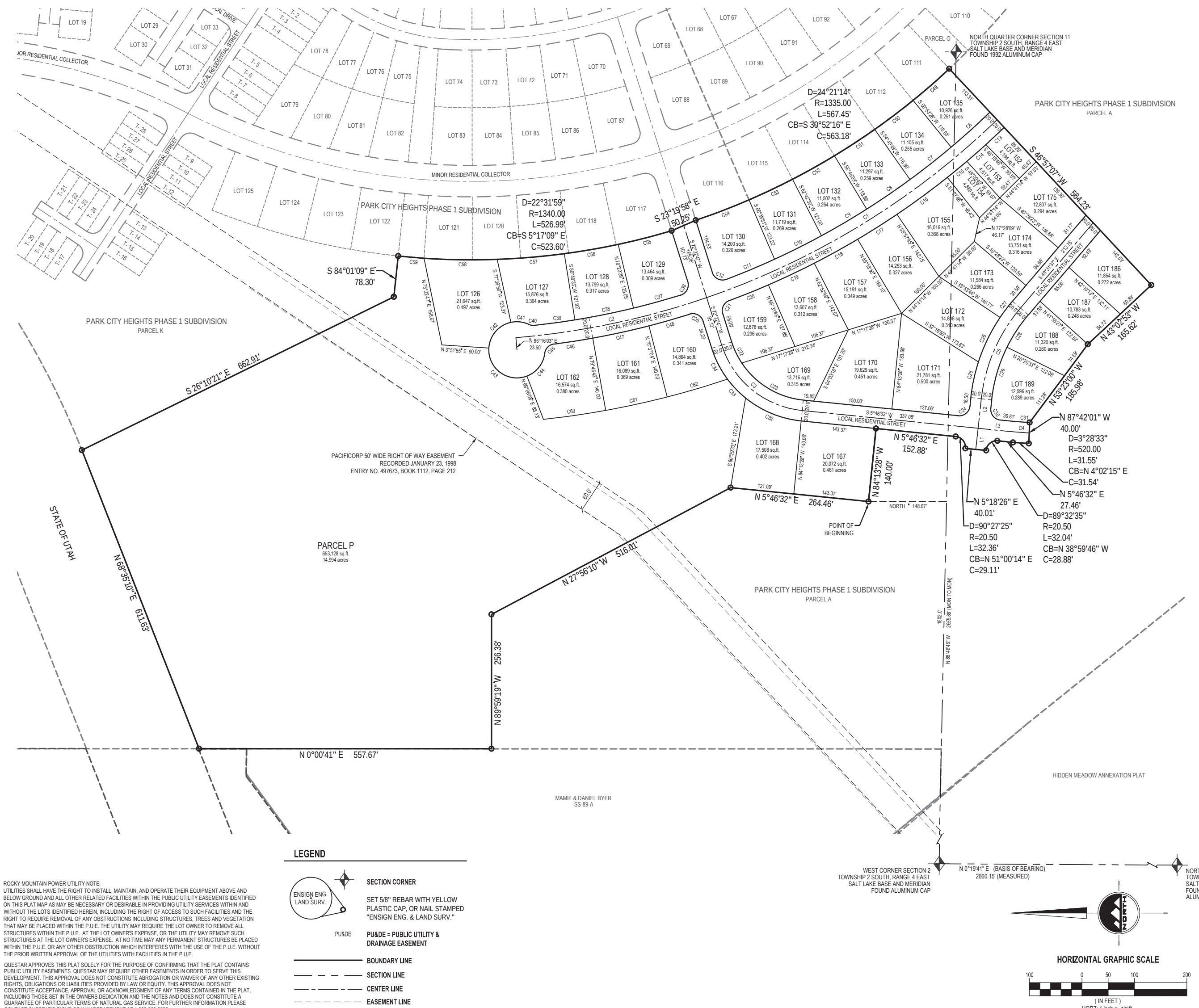
COUNCIL APPROVAL AND ACCEPTANCE
APPROVAL AND ACCEPTANCE BY THE PARK CITY COUNCIL THIS ______ DAY OF ________________ 20_____, A.D.
PARK CITY MAYOR

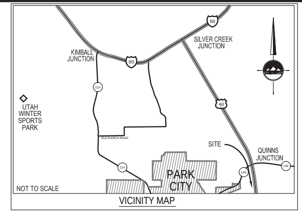
RECORDED #
STATE OF UTAH, COUNTY OF SUMMIT, RECORDED AND FILED AT THE
REQUEST OF : ______________________
DATE: __________ TIME: __________ BOOK: __________ PAGE: __________
FEE$ SUMMIT COUNTY RECORDER

PARK CITY HEIGHTS PHASE 3 SUBDIVISION

AMENDING A PORTION OF PARCEL A OF PARK CITY HEIGHTS PHASE 1 SUBDIVISION

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





VICINITY MAP

LEGEND

- SECTION CORNER
- ENSIGN ENG. LAND SURV. — SET 5/8" REBAR WITH YELLOW PLASTIC CAP, OR NAIL STAMPED "ENSIGN ENG. & LAND SURV."
- PU&DE — PU&DE = PUBLIC UTILITY & DRAINAGE EASEMENT
- BOUNDARY LINE
- SECTION LINE
- CENTER LINE
- EASEMENT LINE

ROCKY MOUNTAIN POWER UTILITY NOTE:
UTILITIES SHALL HAVE THE RIGHT TO INSTALL, MAINTAIN, AND OPERATE THEIR EQUIPMENT ABOVE AND BELOW GROUND AND ALL OTHER RELATED FACILITIES WITHIN THE PUBLIC UTILITY EASEMENTS IDENTIFIED ON THIS PLAT MAP AS MAY BE NECESSARY OR DESIRABLE IN PROVIDING UTILITY SERVICES WITHIN AND WITHOUT THE LOTS IDENTIFIED HEREIN, INCLUDING THE RIGHT OF ACCESS TO SUCH FACILITIES AND THE RIGHT TO REQUIRE REMOVAL OF ANY OBSTRUCTIONS INCLUDING STRUCTURES, TREES AND VEGETATION THAT MAY BE PLACED WITHIN THE P.U.E. THE UTILITY MAY REQUIRE THE LOT OWNER TO REMOVE ALL STRUCTURES WITHIN THE P.U.E. AT THE LOT OWNER'S EXPENSE, OR THE UTILITY MAY REMOVE SUCH STRUCTURES AT THE LOT OWNER'S EXPENSE. AT NO TIME MAY ANY PERMANENT STRUCTURES BE PLACED WITHIN THE P.U.E. OR ANY OTHER OBSTRUCTION WHICH INTERFERES WITH THE USE OF THE P.U.E. WITHOUT THE PRIOR WRITTEN APPROVAL OF THE UTILITIES WITH FACILITIES IN THE P.U.E.

QUESTAR APPROVES THIS PLAT SOLELY FOR THE PURPOSE OF CONFIRMING THAT THE PLAT CONTAINS PUBLIC UTILITY EASEMENTS. QUESTAR MAY REQUIRE OTHER EASEMENTS IN ORDER TO SERVE THIS DEVELOPMENT. THIS APPROVAL DOES NOT CONSTITUTE ABROGATION OR WAIVER OF ANY OTHER EXISTING RIGHTS, OBLIGATIONS OR LIABILITIES PROVIDED BY LAW OR EQUITY. THIS APPROVAL DOES NOT CONSTITUTE ACCEPTANCE, APPROVAL OR ACKNOWLEDGEMENT OF ANY TERMS CONTAINED IN THE PLAT, INCLUDING THOSE SET IN THE OWNERS DEDICATION AND THE NOTES AND DOES NOT CONSTITUTE A GUARANTEE OF PARTICULAR TERMS OF NATURAL GAS SERVICE. FOR FURTHER INFORMATION PLEASE CONTACT QUESTAR'S RIGHT-OF-WAY DEPARTMENT AT 1-800-366-8532.

LINE TABLE		
LINE	BEARING	LENGTH
L1	N83°46'03"W	40.50'
L2	N83°46'03"W	56.68'
L3	S5°46'32"W	67.63'

CURVE TABLE					
CURVE	RADIUS	LENGTH	DELTA	BEARING	CHORD
C1	1498.96'	654.52'	25°01'05"	S31°28'50"E	649.33'
C2	1498.96'	372.52'	14°14'20"	S11°51'07"E	371.56'
C3	180.00'	209.24'	66°36'15"	S39°04'39"W	197.66'
C4	500.00'	30.33'	3°28'33"	S4°02'15"W	30.33'
C5	320.00'	191.24'	34°14'26"	N66°38'50"W	188.40'
C6	1478.96'	99.64'	3°51'37"	S42°04'20"E	99.63'
C7	1478.96'	99.77'	3°51'55"	S38°12'34"E	99.75'
C8	1478.96'	99.91'	3°52'13"	S34°20'30"E	99.89'
C9	1478.96'	100.05'	3°52'33"	S30°28'07"E	100.03'
C10	1478.96'	100.20'	3°52'54"	S26°35'23"E	100.18'
C11	1478.96'	99.40'	3°51'03"	S22°43'24"E	99.38'
C12	20.50'	33.34'	93°10'39"	S25°47'27"W	29.78'
C13	1518.96'	48.00'	1°48'38"	S43°04'19"E	48.00'
C14	1518.96'	48.09'	1°48'50"	S41°15'35"E	48.09'
C15	1518.96'	48.13'	1°48'55"	S39°26'42"E	48.13'
C16	1518.96'	119.29'	4°29'59"	S36°17'15"E	119.26'
C17	1518.96'	88.75'	3°20'51"	S32°21'49"E	88.73'
C18	1518.96'	94.65'	3°34'13"	S28°54'17"E	94.63'
C19	1518.96'	96.74'	3°38'56"	S25°17'43"E	96.72'
C20	1518.96'	80.24'	3°01'36"	S21°57'27"E	80.23'
C21	20.50'	31.19'	87°10'34"	N64°01'56"W	28.27'
C22	160.00'	44.52'	15°56'33"	S64°24'30"W	44.38'
C23	160.00'	141.47'	50°39'41"	S31°06'23"W	136.91'
C24	20.50'	32.04'	89°32'35"	S38°59'46"E	28.88'
C25	340.00'	69.82'	11°45'58"	N77°53'04"W	69.70'
C26	340.00'	94.33'	15°53'49"	N64°03'11"W	94.03'
C27	340.00'	39.03'	6°34'39"	N52°48'57"W	39.01'
C28	300.00'	74.20'	14°10'18"	N56°36'46"W	74.01'
C29	300.00'	105.08'	20°04'07"	N73°43'59"W	104.54'
C30	20.50'	32.36'	90°27'25"	S51°00'14"W	29.11'
C31	480.00'	29.12'	3°28'33"	S4°02'15"W	29.12'
C32	200.00'	116.25'	33°18'07"	S22°25'36"W	114.62'
C33	200.00'	49.96'	14°18'50"	S46°14'04"W	49.83'
C34	200.00'	66.28'	18°59'18"	S62°53'08"W	65.98'
C35	20.50'	32.13'	89°48'29"	N27°28'32"E	28.94'
C36	20.50'	32.34'	90°23'56"	S62°25'15"E	29.09'
C37	1478.96'	93.33'	3°36'56"	S15°24'49"E	93.31'
C38	1478.96'	113.97'	4°24'55"	S11°23'53"E	113.94'
C39	1478.96'	78.20'	3°01'46"	S7°40'32"E	78.19'
C40	20.50'	11.04'	30°51'17"	S9°15'59"W	10.91'
C41	53.50'	34.58'	37°01'42"	N6°10'47"E	33.98'
C42	53.50'	68.91'	73°48'01"	N49°14'05"W	64.25'
C43	53.50'	107.16'	114°45'47"	S36°29'02"W	90.12'
C44	53.50'	57.80'	61°54'18"	S51°51'01"E	55.03'
C45	20.50'	26.97'	75°22'29"	N45°06'56"W	25.07'
C46	1518.96'	74.50'	2°48'37"	S8°49'59"E	74.50'
C47	1518.96'	109.86'	4°08'38"	S12°18'37"E	109.84'
C48	1518.96'	80.76'	3°02'46"	S15°54'19"E	80.75'
C49	1335.00'	91.78'	3°56'21"	S41°04'42"E	91.76'
C50	1335.00'	91.78'	3°56'21"	S37°08'22"E	91.76'
C51	1335.00'	91.78'	3°56'21"	S33°12'01"E	91.76'
C52	1335.00'	91.78'	3°56'21"	S29°15'40"E	91.76'
C53	1335.00'	91.78'	3°56'21"	S25°19'20"E	91.76'
C54	1335.00'	108.54'	4°39'30"	S21°01'24"E	108.51'
C55	1340.00'	105.34'	4°30'14"	S14°18'01"E	105.31'
C56	1340.00'	104.27'	4°27'30"	S9°49'09"E	104.24'
C57	1340.00'	128.45'	5°29'33"	S4°50'38"E	128.40'
C58	1340.00'	139.46'	5°57'46"	S0°53'02"W	139.39'
C59	1340.00'	49.48'	2°06'56"	S4°55'23"W	49.48'
C60	1658.96'	119.98'	4°08'38"	S8°09'59"E	119.96'
C61	1658.96'	119.98'	4°08'38"	S12°18'37"E	119.96'
C62	1658.96'	119.98'	4°08'38"	S16°27'15"E	119.96'

SURVEYOR'S CERTIFICATE

I, KAREN F. WHITE do hereby certify that I am a Licensed Land Surveyor, and that I hold certificate No. 191326 as prescribed under laws of the State of Utah. I further certify that by authority of the Owners, I have made a survey of the tract of land shown on this plat and described below, and have subdivided said tract of land into lots and streets, hereafter to be known as PARK CITY HEIGHTS PHASE 3 SUBDIVISION, and that the same has been correctly surveyed and staked on the ground as shown on this plat. I further certify that all lots meet frontage width and area requirements of the applicable zoning ordinances.

BOUNDARY DESCRIPTION

A parcel of land located in the South Half of Section 2 and portions of Section 11, Township 2 South, Range 4 East, Salt Lake Base and Meridian, said parcel being more particularly described as follows:

Beginning at a point being North 89°46'45" West 1,801.95 feet and North 148.67 feet from a Park City Boundary Aluminum Cap marking the West Quarter Corner of Section 11, Township 2 South, Range 4 East, Salt Lake Base and Meridian; and running

thence North 05°46'32" East 264.46 feet;
thence North 27°56'10" West 516.01 feet;
thence North 89°59'19" West 256.38 feet;
thence North 00°00'41" East 557.67 feet;
thence North 68°35'10" East 611.63 feet;
thence South 26°10'21" East 662.91 feet;
thence South 84°01'09" East 78.30 feet;
thence Southeasterly 526.99 feet along the arc of a 1,340.00 foot radius curve to the left (center bears South 84°01'09" East and the chord bears South 05°17'08" East 523.60 feet with a central angle of 22°31'59");
thence South 23°19'58" East 50.25 feet;
thence Southeasterly 567.45 feet along the arc of a 1,335.00 foot radius curve to the left (center bears North 71°18'21" East and the chord bears South 30°52'16" East 563.18 feet with a central angle of 24°21'14");
thence South 46°57'07" West 564.23 feet;
thence North 43°02'53" West 165.62 feet;
thence North 53°23'00" West 185.98 feet;
thence North 87°42'01" West 40.00 feet;
thence Northeasterly 31.55 feet along the arc of a 520.00 foot radius curve to the right (center bears South 87°42'01" East and the chord bears North 04°02'16" East 31.54 feet with a central angle of 03°28'33");
thence North 05°46'32" East 27.46 feet;
thence Northwesterly 32.04 feet along the arc of a 20.50 foot radius curve to the left (center bears North 84°13'28" West and the chord bears North 38°59'45" West 28.88 feet with a central angle of 89°32'35");
thence North 05°18'26" East 40.01 feet;
thence Northeasterly 32.36 feet along the arc of a 20.50 foot radius curve to the left (center bears North 06°13'57" East and the chord bears North 51°00'15" East 29.11 feet with a central angle of 90°27'25");
thence North 05°46'32" East 152.88 feet;
thence North 84°13'28" West 140.00 feet to the point of beginning.

Contains 1,216,549 Square Feet or 27.928 Acres and 34 Lots and 1 Parcel

Date ____________ KAREN F. WHITE
P.L.S. 191326

OWNER'S DEDICATION

Known all men by these presents that I / we, the undersigned owner(s) of the above described tract of land, having caused same to be subdivided, hereafter known as the

PARK CITY HEIGHTS PHASE 3 SUBDIVISION

AMENDING A PORTION OF PARCEL A OF PARK CITY HEIGHTS PHASE 1 SUBDIVISION

do hereby dedicate for perpetual use of the public all parcels of land shown on this plat as intended for Public use.
In witness whereof I / we have hereunto set our hand (s) this ________day of________________________A.D., 20_______.

By:
Its:

LIMITED LIABILITY COMPANY ACKNOWLEDGMENT

STATE OF UTAH }S.S.
County of Salt Lake

On the ________ day of ___________________________ A.D., 20___________, personally appeared before me, the undersigned Notary Public, in and for said County of _______________________ in the State of Utah, who after being duly sworn, acknowledged to me that He/She is the_______________________, of _______________________ a Limited Liability Company and that He/She signed the Owner's Dedication freely and voluntarily for and in behalf of said Limited Liability Company for the purposes therein mentioned and acknowledged to me that said Corporation executed the same.

MY COMMISSION EXPIRES:_________________________________,

_______________________ RESIDING IN_______________________ COUNTY.
NOTARY PUBLIC

PARK CITY HEIGHTS PHASE 3 SUBDIVISION

AMENDING A PORTION OF PARCEL A OF PARK CITY HEIGHTS PHASE 1 SUBDIVISION
LOCATED IN PORTIONS OF SECTION 11,
AND THE SOUTH HALF OF SECTION 2,
TOWNSHIP 2 SOUTH, RANGE 4 EAST, SALT LAKE BASE & MERIDIAN
PARK CITY, SUMMIT COUNTY, UTAH

ENSIGN

SALT LAKE CITY
45 W. 10000 S., Suite 500
Sandy, UT 84070
Phone: 801.255.0529
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Phone: 435.590.0187

WWW.ENSIGNENG.COM

SHEET 1 OF 1
PROJECT NUMBER : 4976D
MANAGER : RQE
DRAWN BY : KFW
CHECKED BY : PMH
DATE : 10/15/13

DEVELOPER
BOYER PARK CITY JUNCTION, LC
90 SOUTH 400 WEST SUITE 200
SALT LAKE CITY, UTAH 84101
(801) 521-4781

SNYDERVILLE BASIN WATER RECLAMATION DISTRICT
REVIEWED FOR CONFORMANCE TO SNYDERVILLE BASIN WATER RECLAMATION DISTRICT THIS ______ DAY OF ___________________, 20________.
BY:

PLANNING COMMISSION
APPROVED BY THE PARK CITY PLANNING COMMISSION THIS ________ DAY OF ____________________, 20________A.D.
CHAIRMAN

ENGINEER'S CERTIFICATE
I FIND THIS PLAT TO BE IN ACCORDANCE WITH INFORMATION ON FILE IN MY OFFICE THIS ________ DAY OF ____________________, 20________A.D.
PARK CITY ENGINEER

APPROVAL AS FORM
APPROVED AS TO FORM THIS ________ DAY OF ____________________, 20________.
PARK CITY ATTORNEY

CERIFICATE OF ATTEST
I CERTIFY THIS RECORD OF SURVEY MAP WAS APPROVED BY PARK CITY COUNCIL THIS ______ DAY OF ____________________, 20________A.D.
PARK CITY RECORDER

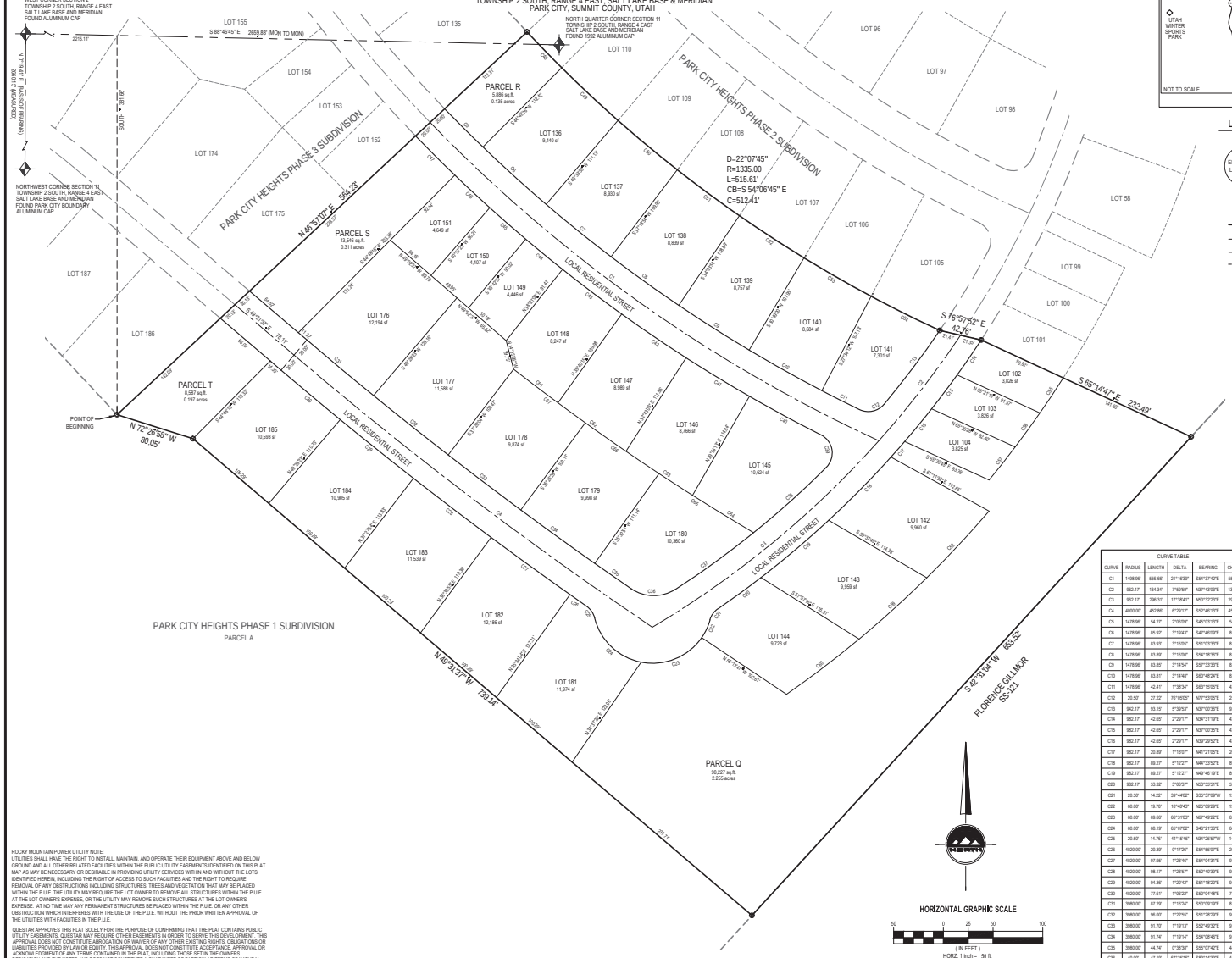
COUNCIL APPROVAL AND ACCEPTANCE
APPROVAL AND ACCEPTANCE BY THE PARK CITY COUNCIL THIS _______ DAY OF ________________
20______, A.D.
PARK CITY MAYOR

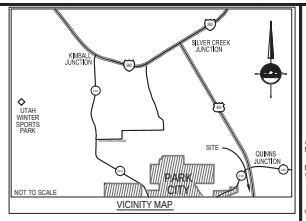
RECORDED #
STATE OF UTAH, COUNTY OF SUMMIT, RECORDED AND FILED AT THE
REQUEST OF :
DATE: __________ TIME: __________ BOOK: __________ PAGE: __________
FEE$ SUMMIT COUNTY RECORDER

PARK CITY HEIGHTS PHASE 4 SUBDIVISION

AMENDING A PORTION OF PARCEL A OF PARK CITY HEIGHTS PHASE 1 SUBDIVISION

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





VICINITY MAP

LEGEND

- SECTION CORNER
- ENSIGN ENG. LAND SURV. — SET 5/8" REBAR WITH YELLOW PLASTIC CAP, OR NAIL STAMPED "ENSIGN ENG. & LAND SURV."
- PU&DE = PUBLIC UTILITY & DRAINAGE EASEMENT
- BOUNDARY LINE
- SECTION LINE
- CENTER LINE
- EASEMENT LINE

CURVE TABLE					
CURVE	RADIUS	LENGTH	DELTA	BEARING	CHORD
C1	1498.96'	556.66'	21°16'39"	S54°37'42"E	553.48'
C2	962.17'	134.34'	7°99'99"	N37°43'03"E	134.23'
C3	962.17'	236.31'	17°38'41"	N50°32'23"E	235.14'
C4	4030.00'	452.86'	6°26'12"	S52°46'13"E	452.62'
C5	1478.96'	54.27'	2°06'09"	S45°33'13"E	54.27'
C6	1478.96'	85.82'	3°19'43"	S41°46'03"E	85.81'
C7	1478.96'	83.93'	3°15'09"	S51°03'33"E	83.92'
C8	1478.96'	83.89'	3°15'09"	S54°18'36"E	83.88'
C9	1478.96'	83.85'	3°14'54"	S57°33'33"E	83.84'
C10	1478.96'	83.81'	3°14'48"	S60°48'24"E	83.80'
C11	1478.96'	42.41'	1°38'34"	S63°15'05"E	42.40'
C12	20.50'	27.22'	76°05'05"	N77°53'05"E	25.27'
C13	942.17'	93.13'	5°39'53"	N37°06'36"E	93.11'
C14	962.17'	42.65'	2°29'17"	N34°31'19"E	42.65'
C15	962.17'	42.65'	2°29'17"	N37°00'35"E	42.65'
C16	962.17'	42.65'	2°29'17"	N39°29'52"E	42.65'
C17	962.17'	20.89'	1°13'07"	N41°31'05"E	20.89'
C18	962.17'	89.27'	5°12'37"	N44°35'32"E	89.24'
C19	962.17'	89.27'	5°12'37"	N49°48'10"E	89.24'
C20	962.17'	53.32'	3°06'37"	N53°55'51"E	53.31'
C21	20.50'	14.22'	39°44'02"	S35°37'09"W	13.93'
C22	60.00'	19.70'	18°48'43"	N25°09'25"E	19.61'
C23	60.00'	69.60'	66°31'03"	N67°49'22"E	65.81'
C24	60.00'	68.19'	65°10'02"	S46°21'36"E	64.58'
C25	20.50'	14.76'	41°15'45"	N34°25'57"W	14.45'
C26	4030.00'	20.39'	0°17'26"	S54°55'15"E	20.39'
C27	4030.00'	97.95'	1°23'46"	S54°04'31"E	97.95'
C28	4030.00'	98.17'	1°23'31"	S52°40'35"E	98.17'
C29	4030.00'	94.36'	1°20'42"	S51°18'25"E	94.36'
C30	4030.00'	77.61'	1°06'22"	S50°04'48"E	77.61'
C31	3980.00'	87.29'	1°15'34"	S50°09'19"E	87.29'
C32	3980.00'	96.90'	1°23'50"	S51°28'29"E	96.89'
C33	3980.00'	91.70'	1°19'13"	S52°43'32"E	91.70'
C34	3980.00'	91.74'	1°19'14"	S54°02'46"E	91.74'
C35	3980.00'	44.74'	0°38'38"	S55°07'42"E	44.74'
C36	40.00'	47.19'	67°35'16"	S89°14'39"E	44.50'

CURVE TABLE					
CURVE	RADIUS	LENGTH	DELTA	BEARING	CHORD
C37	942.17'	97.07'	5°54'11"	N54°02'37"E	97.02'
C38	942.17'	98.24'	5°58'27"	N48°04'18"E	98.19'
C39	20.50'	38.14'	106°15'52"	N01°21'51"W	33.23'
C40	1518.96'	81.14'	3°03'00"	S51°38'17"E	81.13'
C41	1518.96'	74.62'	2°48'53"	S48°47'21"E	74.61'
C42	1518.96'	78.37'	2°57'09"	S52°48'20"E	78.36'
C43	1518.96'	74.64'	2°48'55"	S52°18'18"E	74.63'
C44	1518.96'	48.00'	1°48'38"	S50°36'31"E	48.00'
C45	1518.96'	48.00'	1°48'38"	S48°47'52"E	48.00'
C46	1518.96'	48.03'	1°48'42"	S46°59'12"E	48.02'
C47	1518.96'	55.77'	2°06'14"	S45°01'46"E	55.77'
C48	1335.00'	50.04'	2°08'51"	S44°07'18"E	50.03'
C49	1335.00'	77.65'	3°19'58"	S46°51'43"E	77.64'
C50	1335.00'	77.66'	3°20'00"	S50°11'41"E	77.65'
C51	1335.00'	77.69'	3°20'04"	S53°31'43"E	77.68'
C52	1335.00'	77.71'	3°20'06"	S56°51'46"E	77.70'
C53	1335.00'	77.72'	3°20'06"	S60°11'52"E	77.71'
C54	1335.00'	77.14'	3°18'39"	S63°31'19"E	77.13'
C55	1072.17'	42.37'	2°15'51"	N33°47'23"E	42.37'
C56	1072.17'	42.37'	2°15'51"	N35°57'15"E	42.37'
C57	1072.17'	42.37'	2°15'51"	N38°13'06"E	42.37'
C58	1092.17'	91.84'	4°49'05"	N43°01'29"E	91.81'
C59	1092.17'	91.84'	4°49'05"	N47°50'34"E	91.81'
C60	1092.17'	91.84'	4°49'05"	N52°39'39"E	91.81'
C61	2326.42'	56.03'	1°22'48"	S52°48'19"E	56.03'
C62	2326.42'	84.00'	2°04'08"	S54°31'47"E	84.00'
C63	2326.42'	80.24'	1°58'34"	S56°33'08"E	80.24'
C64	2326.42'	72.01'	1°46'24"	S58°25'37"E	72.00'
C65	2326.42'	112.23'	2°46'44"	S57°35'47"E	112.21'
C66	2326.42'	90.00'	2°13'04"	S55°26'28"E	90.00'
C67	2326.42'	90.01'	2°13'00"	S53°13'25"E	90.00'

SURVEYOR'S CERTIFICATE

I, KAREN F. WHITE do hereby certify that I am a Licensed Land Surveyor, and that I hold certificate No. 191326 as prescribed under laws of the State of Utah. I further certify that by authority of the Owners, I have made a survey of the tract of land shown on this plat and described below, and have subdivided said tract of land into lots and streets, hereafter to be known as PARK CITY HEIGHTS PHASE 4 SUBDIVISION and that the same has been correctly surveyed and staked on the ground as shown on this plat. I further certify that all lots meet frontage width and area requirements of the applicable zoning ordinances.

BOUNDARY DESCRIPTION

A parcel of land located in the South Half of Section 2 and portions of Section 11, Township 2 South, Range 4 East, Salt Lake Base and Meridian, said parcel being more particularly described as follows:

Beginning at a point being North 89°46'45" West 2,215.11 feet and South 381.68 feet from a Park City Boundary Aluminum Cap marking the West Quarter Corner of Section 11, Township 2 South, Range 4 East, Salt Lake Base and Meridian; and running:

thence North 48°57'07" East 564.23 feet;
thence southeasterly 515.61 feet along the arc of a 1,335.00 feet radius curve to the left (center bears North 48°57'07" East and the chord bears South 54°06'46" East 512.41 feet with a central angle of 22°07'45");
thence South 76°57'52" East 42.76 feet;
thence South 65°14'47" East 232.49 feet;
thence South 42°31'04" West 653.52 feet;
thence North 49°31'37" West 739.14 feet;
thence North 12°26'58" West 80.05 feet to the point of beginning.

Contains 442,927 Square Feet or 10.168 Acres and 29 Lots and 4 Parcels

Date

KAREN F. WHITE
P.L.S. 191326

OWNER'S DEDICATION

Known all men by these presents that I / we, the undersigned owner(s) of the above described tract of land, having caused same to be subdivided, hereafter known as the

PARK CITY HEIGHTS PHASE 4 SUBDIVISION

AMENDING A PORTION OF PARCEL A OF PARK CITY HEIGHTS PHASE 1 SUBDIVISION

do hereby dedicate for perpetual use of the public all parcels of land shown on this plat as intended for Public use.
In witness whereof I / we have hereunto set our hand (s) this _____ day of _____ A.D., 20_____

By:
Its:

LIMITED LIABILITY COMPANY ACKNOWLEDGMENT

STATE OF UTAH)S.S.
County of Salt Lake

On the _____ day of _____ A.D., 20_____, personally appeared before me, the undersigned Notary Public, in and for said County of _____ in the State of Utah, who after being duly sworn, acknowledged to me that He/She is the _____ of _____ a Limited Liability Company and that: He/She signed the Owner's Dedication freely and voluntarily for and in behalf of said Limited Liability Company for the purposes therein mentioned and acknowledged to me that said Corporation executed the same.

MY COMMISSION EXPIRES: _____

_____ RESIDING IN _____ COUNTY.
NOTARY PUBLIC

ROCKY MOUNTAIN POWER UTILITY NOTE:
UTILITIES SHALL HAVE THE RIGHT TO INSTALL, MAINTAIN, AND OPERATE THEIR EQUIPMENT ABOVE AND BELOW GROUND AND ALL OTHER RELATED FACILITIES WITHIN THE PUBLIC UTILITY EASEMENTS IDENTIFIED ON THIS PLAT MAP AS MAY BE NECESSARY OR DESIRABLE IN PROVIDING UTILITY SERVICES WITHIN AND WITHOUT THE LOTS IDENTIFIED HEREIN, INCLUDING THE RIGHT OF ACCESS TO SUCH FACILITIES AND THE RIGHT TO REQUIRE REMOVAL OF ANY OBSTRUCTIONS INCLUDING STRUCTURES, TREES AND VEGETATION THAT MAY BE PLACED WITHIN THE P.U.E. THE UTILITY MAY REQUIRE THE LOT OWNER TO REMOVE ALL STRUCTURES WITHIN THE P.U.E. AT THE LOT OWNER'S EXPENSE, OR THE UTILITY MAY REMOVE SUCH STRUCTURES AT THE LOT OWNERS EXPENSE. AT NO TIME MAY ANY PERMANENT STRUCTURES BE PLACED WITHIN THE P.U.E. OR ANY OTHER OBSTRUCTION WHICH INTERFERES WITH THE USE OF THE P.U.E. WITHOUT THE PRIOR WRITTEN APPROVAL OF THE UTILITIES WITH FACILITIES IN THE P.U.E.

QUESTAR APPROVES THIS PLAT SOLELY FOR THE PURPOSE OF CONFIRMING THAT THE PLAT CONTAINS PUBLIC UTILITY EASEMENTS. QUESTAR MAY REQUIRE OTHER EASEMENTS IN ORDER TO SERVE THIS DEVELOPMENT. THIS APPROVAL DOES NOT CONSTITUTE ABROGATION OR WAIVER OF ANY OTHER EXISTING RIGHTS, OBLIGATIONS OR LIABILITIES PROVIDED BY LAW OR EQUITY. THIS APPROVAL DOES NOT CONSTITUTE ACCEPTANCE, APPROVAL OR ACKNOWLEDGMENT OF ANY TERMS CONTAINED IN THE PLAT, INCLUDING THOSE SET IN THE OWNERS DEDICATION AND THE NOTES AND DOES NOT CONSTITUTE A GUARANTEE OF PARTICULAR TERMS OF NATURAL GAS SERVICE. FOR FURTHER INFORMATION PLEASE CONTACT QUESTAR'S RIGHT-OF-WAY DEPARTMENT AT 1-800-366-8532.

PARK CITY HEIGHTS PHASE 4 SUBDIVISION

AMENDING A PORTION OF PARCEL A OF PARK CITY HEIGHTS PHASE 1 SUBDIVISION
LOCATED IN PORTIONS OF SECTION 11,
AND THE SOUTH HALF OF SECTION 2,
TOWNSHIP 2 SOUTH, RANGE 4 EAST, SALT LAKE BASE & MERIDIAN
PARK CITY, SUMMIT COUNTY, UTAH

ENSIGN

SALT LAKE CITY
45 W. 10000 S., Suite 500
Sandy, UT 84070
Phone: 801.255.0529
Fax: 801.255.4449

LAYTON
Phone: 801.547.1100

TOOELE
Phone: 435.843.3590

CEDAR CITY
Phone: 435.865.1453

RICHFIELD
Phone: 435.590.0187

WWW.ENSIGNENG.COM

SHEET 1 OF 1
PROJECT NUMBER : 4576D
MANAGER : RQE
DRAWN BY : KFW
CHECKED BY : PMH
DATE : 10/15/13

DEVELOPER
BOYER PARK CITY JUNCTION, LC
90 SOUTH 400 WEST SUITE 200
SALT LAKE CITY, UTAH 84101
(801) 521-4781

SNYDERVILLE BASIN WATER RECLAMATION DISTRICT
REVIEWED FOR CONFORMANCE TO SNYDERVILLE BASIN WATER RECLAMATION DISTRICT THIS _____ DAY OF _____, 20_____
BY: _____

PLANNING COMMISSION
APPROVED BY THE PARK CITY PLANNING COMMISSION THIS _____ DAY OF _____ 20_____ A.D.
CHAIRMAN

ENGINEER'S CERTIFICATE
I FIND THIS PLAT TO BE IN ACCORDANCE WITH INFORMATION ON FILE IN MY OFFICE THIS _____ DAY OF _____, 20_____ A.D.
PARK CITY ENGINEER

APPROVAL AS FORM
APPROVED AS TO FORM THIS _____ DAY OF _____, 20_____
PARK CITY ATTORNEY

CERIFICATE OF ATTEST
I CERTIFY THIS RECORD OF SURVEY MAP WAS APPROVED BY PARK CITY COUNCIL THIS _____ DAY OF _____, 20_____ A.D.
PARK CITY RECORDER

COUNCIL APPROVAL AND ACCEPTANCE
APPROVAL AND ACCEPTANCE BY THE PARK CITY COUNCIL THIS _____ DAY OF _____, 20_____ A.D.
PARK CITY MAYOR

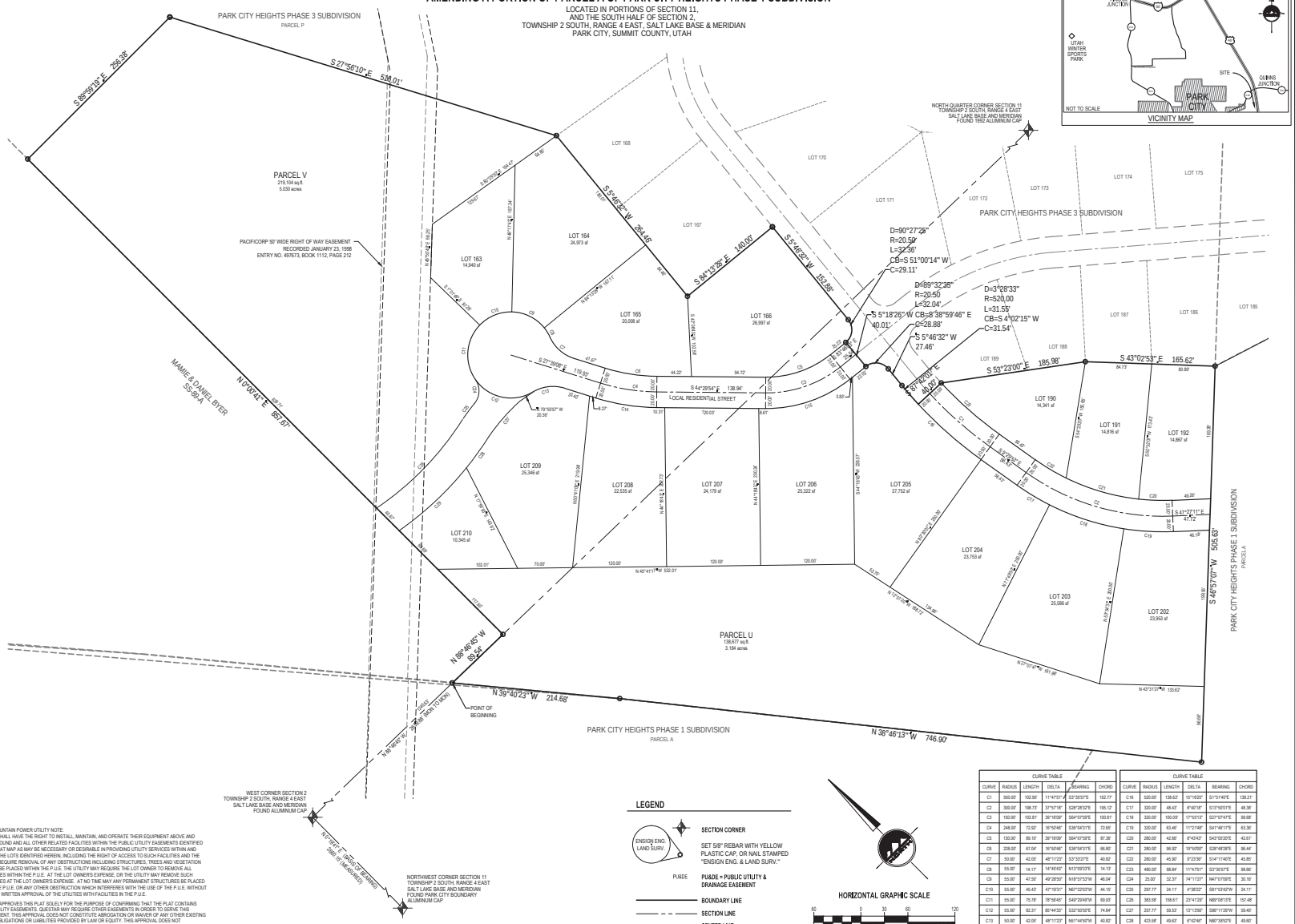
RECORDED #

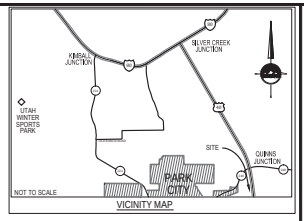
STATE OF UTAH, COUNTY OF SUMMIT, RECORDED AND FILED AT THE
REQUEST OF: _____
DATE: _____ TIME: _____ BOOK: _____ PAGE: _____
FEES
SUMMIT COUNTY RECORDER

PARK CITY HEIGHTS PHASE 5 SUBDIVISION

AMENDING A PORTION OF PARCEL A OF PARK CITY HEIGHTS PHASE 1 SUBDIVISION

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





VICINITY MAP

ROCKY MOUNTAIN POWER UTILITY NOTE:
UTILITIES SHALL HAVE THE RIGHT TO INSTALL, MAINTAIN, AND OPERATE THEIR EQUIPMENT ABOVE AND BELOW GROUND AND ALL OTHER RELATED FACILITIES WITHIN THE PUBLIC UTILITY EASEMENTS IDENTIFIED ON THIS PLAT MAP AS MAY BE NECESSARY OR DESIRABLE IN PROVIDING UTILITY SERVICES WITHIN AND WITHOUT THE LOTS IDENTIFIED HEREIN, INCLUDING THE RIGHT OF ACCESS TO SUCH FACILITIES AND THE RIGHT TO REQUIRE REMOVAL OF ANY OBSTRUCTIONS INCLUDING STRUCTURES, TREES AND VEGETATION THAT MAY BE PLACED WITHIN THE P.U.E. THE UTILITY MAY REQUIRE THE LOT OWNER TO REMOVE ALL STRUCTURES WITHIN THE P.U.E. AT THE LOT OWNER'S EXPENSE, OR THE UTILITY MAY REMOVE SUCH STRUCTURES AT THE LOT OWNER'S EXPENSE. AT NO TIME MAY ANY PERMANENT STRUCTURES BE PLACED WITHIN THE P.U.E. OR ANY OTHER OBSTRUCTION WHICH INTERFERES WITH THE USE OF THE P.U.E. WITHOUT THE PRIOR WRITTEN APPROVAL OF THE UTILITIES WITH FACILITIES IN THE P.U.E.

QUESTAR APPROVES THIS PLAT SOLELY FOR THE PURPOSE OF CONFIRMING THAT THE PLAT CONTAINS PUBLIC UTILITY EASEMENTS. QUESTAR MAY REQUIRE OTHER EASEMENTS IN ORDER TO SERVE THIS DEVELOPMENT. THIS APPROVAL DOES NOT CONSTITUTE ABROGATION OR WAIVER OF ANY OTHER EXISTING RIGHTS, OBLIGATIONS OR LIABILITIES PROVIDED BY LAW OR EQUITY. THIS APPROVAL DOES NOT CONSTITUTE ACCEPTANCE, APPROVAL OR ACKNOWLEDGEMENT OF ANY TERMS CONTAINED IN THE PLAT, INCLUDING THOSE SET IN THE OWNERS DEDICATION AND THE NOTES AND DOES NOT CONSTITUTE A GUARANTEE OF PARTICULAR TERMS OF NATURAL GAS SERVICE. FOR FURTHER INFORMATION PLEASE CONTACT QUESTAR'S RIGHT-OF-WAY DEPARTMENT AT 1-800-366-8532.

LEGEND

- SECTION CORNER
- ENSIGN ENG. & LAND SURV. — SET 5/8" REBAR WITH YELLOW PLASTIC CAP, OR NAIL STAMPED "ENSIGN ENG. & LAND SURV."
- PU&DE — PU&DE = PUBLIC UTILITY & DRAINAGE EASEMENT
- BOUNDARY LINE
- SECTION LINE
- CENTER LINE
- EASEMENT LINE

HORIZONTAL GRAPHIC SCALE

60 0 30 60 120
(IN FEET)
HORZ: 1 inch = 60 ft.

CURVE TABLE					
CURVE	RADIUS	LENGTH	DELTA	BEARING	CHORD
C1	500.00'	102.95'	11°47'51"	S23°35'53"E	102.77'
C2	300.00'	198.73'	37°57'18"	S28°28'32"E	195.12'
C3	150.00'	102.81'	39°16'09"	S64°13'53"E	100.81'
C4	248.00'	72.92'	16°50'46"	S36°04'31"E	72.65'
C5	130.00'	89.10'	39°16'09"	S64°13'53"E	87.38'
C6	228.00'	67.04'	16°50'46"	S36°04'31"E	66.82'
C7	50.00'	42.05'	48°11'23"	S31°33'27"E	40.82'
C8	55.00'	14.13'	14°42'43"	N13°39'23"E	14.13'
C9	55.00'	47.50'	49°28'50"	N18°13'53"W	46.04'
C10	55.00'	45.43'	47°19'31"	N67°22'03"W	44.19'
C11	55.00'	75.78'	78°56'40"	S49°22'49"W	69.93'
C12	55.00'	82.31'	85°44'33"	S32°50'05"E	74.84'
C13	50.00'	42.05'	48°11'23"	N51°46'50"W	40.82'
C14	268.00'	78.80'	16°50'46"	S36°04'31"E	78.57'
C15	170.00'	116.51'	39°16'09"	S64°13'53"E	114.25'

CURVE TABLE					
CURVE	RADIUS	LENGTH	DELTA	BEARING	CHORD
C16	520.00'	138.62'	15°16'25"	S17°51'40"E	138.21'
C17	320.00'	48.43'	8°40'18"	S13°50'01"E	48.38'
C18	320.00'	100.09'	17°55'13"	S27°07'47"E	99.68'
C19	320.00'	63.46'	11°21'48"	S41°48'11"E	63.36'
C20	280.00'	42.66'	8°43'43"	S43°25'25"E	42.61'
C21	280.00'	95.92'	19°50'00"	S28°48'28"E	95.44'
C22	280.00'	45.90'	9°23'26"	S14°11'40"E	45.85'
C23	480.00'	98.84'	11°47'51"	S3°35'51"E	98.66'
C24	25.00'	32.37'	74°11'27"	N47°10'08"E	30.16'
C25	291.77'	24.11'	4°38'22"	S81°53'42"W	24.11'
C26	383.58'	158.61'	23°41'29"	N89°08'12"E	157.48'
C27	257.77'	59.53'	13°13'56"	S86°17'29"W	59.40'
C28	423.58'	49.63'	6°42'46"	N80°38'52"E	49.60'
C29	423.58'	117.78'	15°55'53"	S88°01'45"E	117.40'

SURVEYOR'S CERTIFICATE

I, KAREN F. WHITE do hereby certify that I am a Licensed Land Surveyor, and that I hold certificate No. 191326 as prescribed under laws of the State of Utah. I further certify that by authority of the Owners, I have made a survey of the tract of land shown on this plat and described below, and have subdivided said tract of land into lots and streets, hereafter to be known as PARK CITY HEIGHTS PHASE 5 SUBDIVISION and that the same has been correctly surveyed and staked on the ground as shown on this plat. I further certify that all lots meet frontage width and area requirements of the applicable zoning ordinances.

BOUNDARY DESCRIPTION

A parcel of land located in the South Half of Section 2 and portions of Section 11, Township 2 South, Range 4 East, Salt Lake Base and Meridian, said parcel being more particularly described as follows:

Beginning at a point being North 89°46'45" West 1,240.63 feet from a Park City Boundary Aluminum Cap marking the West Quarter Corner of Section 11, Township 2 South, Range 4 East, Salt Lake Base and Meridian; and running

thence Southwesterly 31.55 feet along the arc of a 520.00 foot radius curve to the left (center bears South 84°13'28" East and the chord bears South 04°02'15" West 31.54 feet with a central angle of 03°28'33");
thence South 87°42'01" East 40.00 feet;
thence South 53°23'00" East 185.98 feet;
thence South 43°02'53" East 165.62 feet;
thence South 46°57'07" West 505.63 feet;
thence North 38°46'13" West 746.90 feet;
thence North 39°40'23" West 214.68 feet;
thence North 88°46'45" East 89.54 feet;
thence North 00°00'41" East 857.67 feet;
thence South 89°59'19" East 256.38 feet;
thence South 27°56'10" East 516.01 feet;
thence South 05°46'32" West 264.46 feet;
thence South 84°13'28" East 140.00 feet;
thence South 05°46'32" West 152.88 feet;
thence Southwesterly 32.36 feet along the arc of a 20.50 foot radius curve to the right (center bears North 84°13'28" West and the chord bears South 51°00'15" West 29.11 feet with a central angle of 90°27'25");
thence South 05°18'26" West 40.01 feet;
thence Southeasterly 32.04 feet along the arc of a 20.50 foot radius curve to the right (center bears South 06°13'57" West and the chord bears South 38°59'46" East 28.88 feet with a central angle of 89°32'35");
thence South 05°46'32" West 27.46 feet to the point of beginning.

Contains 739,674 square feet or 16.981 acres and 16 Lots and 2 Parcels

Date

KAREN F. WHITE
P.L.S. 191326

OWNER'S DEDICATION

Known all men by these presents that I / we, the undersigned owner(s) of the above described tract of land, having caused same to be subdivided, hereafter known as the

PARK CITY HEIGHTS PHASE 5 SUBDIVISION

AMENDING A PORTION OF PARCEL A OF PARK CITY HEIGHTS PHASE 1 SUBDIVISION

do hereby dedicate for perpetual use of the public all parcels of land shown on this plat as intended for Public use.
In witness whereof I / we have hereunto set our hand (s) this _____ day of _____ A.D., 20_____

By:
Its:

LIMITED LIABILITY COMPANY ACKNOWLEDGMENT

STATE OF UTAH
County of Salt Lake } S.S.

On the _____ day of _____ A.D., 20_____, _____, personally appeared before me, the undersigned Notary Public, in and for said County of _____ in the State of Utah, who after being duly sworn, acknowledged to me that He/She is the _____ of _____ a Limited Liability Company and that He/She signed the Owner's Dedication freely and voluntarily for and in behalf of said Limited Liability Company for the purposes therein mentioned and acknowledged to me that said Corporation executed the same.

MY COMMISSION EXPIRES: _____

_____ RESIDING IN _____ COUNTY.
NOTARY PUBLIC

PARK CITY HEIGHTS PHASE 5 SUBDIVISION
AMENDING A PORTION OF PARCEL A OF PARK CITY HEIGHTS PHASE 1 SUBDIVISION
LOCATED IN PORTIONS OF SECTION 11,
AND THE SOUTH HALF OF SECTION 2,
TOWNSHIP 2 SOUTH, RANGE 4 EAST, SALT LAKE BASE & MERIDIAN
PARK CITY, SUMMIT COUNTY, UTAH

ENSIGN
SALT LAKE CITY
45 W. 10000 S., Suite 500
Sandy, UT 84070
Phone: 801.255.0529
Fax: 801.255.4449
LAYTON
Phone: 801.547.1100
TOOELE
Phone: 435.843.3590
CEDAR CITY
Phone: 435.865.1453
RICHFIELD
Phone: 435.590.0187
WWW.ENSIGNENG.COM

SHEET 1 OF 1
PROJECT NUMBER : 4976D
MANAGER : RQE
DRAWN BY : KFW
CHECKED BY : PMH
DATE : 10/15/13

DEVELOPER
BOYER PARK CITY JUNCTION, LC
90 SOUTH 400 WEST SUITE 200
SALT LAKE CITY, UTAH 84101
(801) 521-4781

SNYDERVILLE BASIN WATER RECLAMATION DISTRICT
REVIEWED FOR CONFORMANCE TO SNYDERVILLE BASIN WATER RECLAMATION DISTRICT THIS _____ DAY OF _____ 20_____
BY:

PLANNING COMMISSION
APPROVED BY THE PARK CITY PLANNING COMMISSION THIS _____ DAY OF _____ 20_____ A.D.
CHAIRMAN

ENGINEER'S CERTIFICATE
I FIND THIS PLAT TO BE IN ACCORDANCE WITH INFORMATION ON FILE IN MY OFFICE THIS _____ DAY OF _____ 20_____ A.D.
PARK CITY ENGINEER

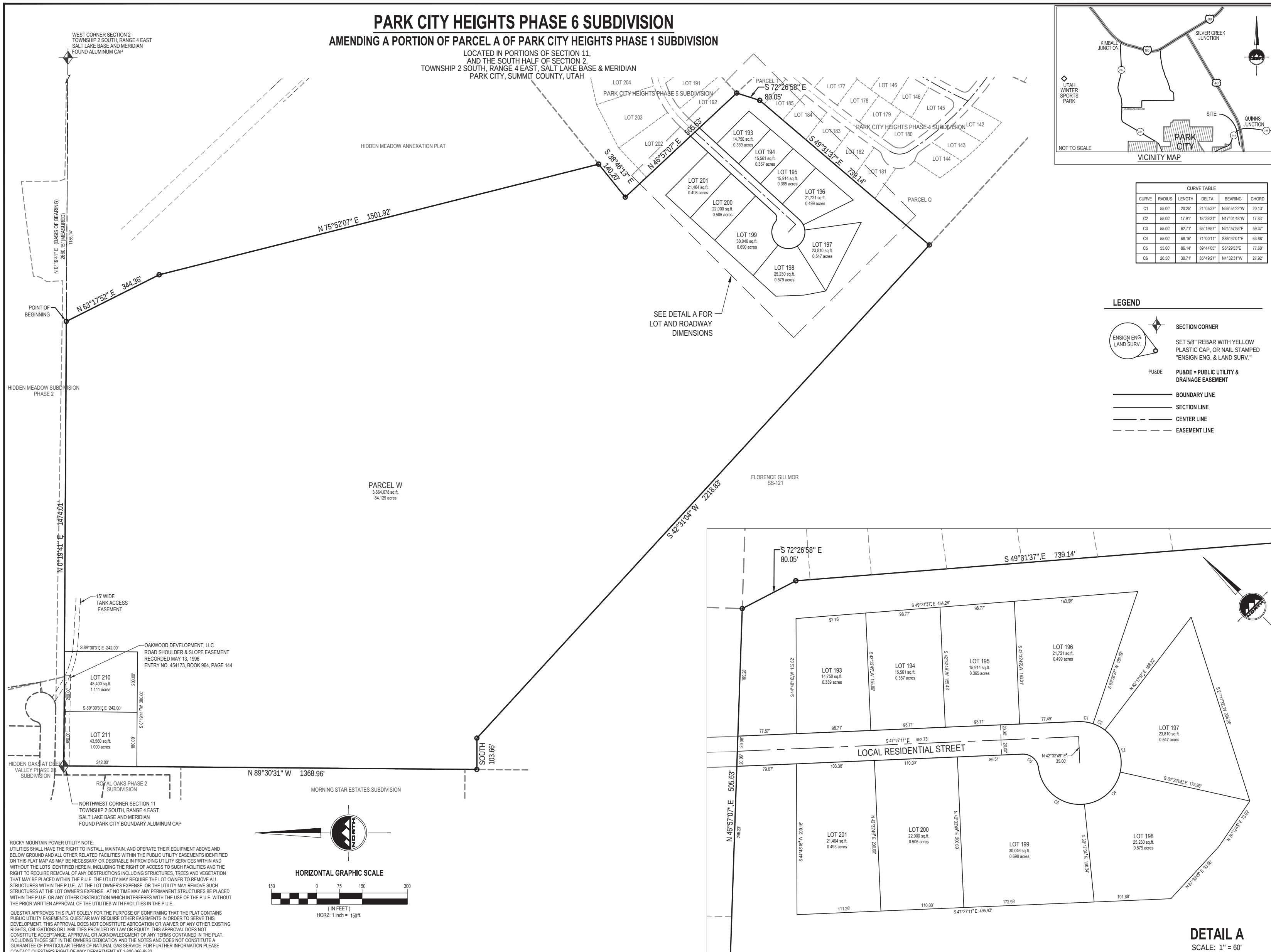
APPROVAL AS FORM
APPROVED AS TO FORM THIS _____ DAY OF _____ 20_____
PARK CITY ATTORNEY

CERIFICATE OF ATTEST
I CERTIFY THIS RECORD OF SURVEY MAP WAS APPROVED BY PARK CITY COUNCIL THIS _____ DAY OF _____ 20_____ A.D.
PARK CITY RECORDER

COUNCIL APPROVAL AND ACCEPTANCE
APPROVAL AND ACCEPTANCE BY THE PARK CITY COUNCIL THIS _____ DAY OF _____ 20_____ A.D.
PARK CITY MAYOR

RECORDED #

STATE OF UTAH, COUNTY OF SUMMIT, RECORDED AND FILED AT THE
REQUEST OF: _____
DATE: _____ TIME: _____ BOOK: _____ PAGE: _____
FEES
SUMMIT COUNTY RECORDER



CURVE TABLE					
CURVE	RADIUS	LENGTH	DELTA	BEARING	CHORD
C1	55.00'	20.25'	21°05'37"	N36°54'22"W	20.13'
C2	55.00'	17.91'	18°39'31"	N17°01'48"W	17.83'
C3	55.00'	62.71'	65°19'57"	N24°57'55"E	59.37'
C4	55.00'	68.16'	71°00'11"	S86°52'01"E	63.88'
C5	55.00'	86.14'	89°44'05"	S6°29'53"E	77.60'
C6	20.50'	30.71'	85°49'21"	N4°32'31"W	27.92'

ROCKY MOUNTAIN POWER UTILITY NOTE:
UTILITIES SHALL HAVE THE RIGHT TO INSTALL, MAINTAIN, AND OPERATE THEIR EQUIPMENT ABOVE AND BELOW GROUND AND ALL OTHER RELATED FACILITIES WITHIN THE PUBLIC UTILITY EASEMENTS IDENTIFIED ON THIS PLAT MAP AS MAY BE NECESSARY OR DESIRABLE IN PROVIDING UTILITY SERVICES WITHIN AND WITHOUT THE LOTS IDENTIFIED HEREIN, INCLUDING THE RIGHT OF ACCESS TO SUCH FACILITIES AND THE RIGHT TO REQUIRE REMOVAL OF ANY OBSTRUCTIONS INCLUDING STRUCTURES, TREES AND VEGETATION THAT MAY BE PLACED WITHIN THE P.U.E. THE UTILITY MAY REQUIRE THE LOT OWNER TO REMOVE ALL STRUCTURES WITHIN THE P.U.E. AT THE LOT OWNER'S EXPENSE, OR THE UTILITY MAY REMOVE SUCH STRUCTURES AT THE LOT OWNER'S EXPENSE. AT NO TIME MAY ANY PERMANENT STRUCTURES BE PLACED WITHIN THE P.U.E. OR ANY OTHER OBSTRUCTION WHICH INTERFERES WITH THE USE OF THE P.U.E. WITHOUT THE PRIOR WRITTEN APPROVAL OF THE UTILITIES WITH FACILITIES IN THE P.U.E.

QUESTAR APPROVES THIS PLAT SOLELY FOR THE PURPOSE OF CONFIRMING THAT THE PLAT CONTAINS PUBLIC UTILITY EASEMENTS. QUESTAR MAY REQUIRE OTHER EASEMENTS IN ORDER TO SERVE THIS DEVELOPMENT. THIS APPROVAL DOES NOT CONSTITUTE ABROGATION OR WAIVER OF ANY OTHER EXISTING RIGHTS, OBLIGATIONS OR LIABILITIES PROVIDED BY LAW OR EQUITY. THIS APPROVAL DOES NOT CONSTITUTE ACCEPTANCE, APPROVAL OR ACKNOWLEDGMENT OF ANY TERMS CONTAINED IN THE PLAT, INCLUDING THOSE SET IN THE OWNERS DEDICATION AND THE NOTES AND DOES NOT CONSTITUTE A GUARANTEE OF PARTICULAR TERMS OF NATURAL GAS SERVICE. FOR FURTHER INFORMATION PLEASE CONTACT QUESTAR'S RIGHT-OF-WAY DEPARTMENT AT 1-800-366-8532.

SURVEYOR'S CERTIFICATE

I, KAREN F. WHITE do hereby certify that I am a Licensed Land Surveyor, and that I hold certificate No. 191326 as prescribed under laws of the State of Utah. I further certify that by authority of the Owners, I have made a survey of the tract of land shown on this plat and described below, and have subdivided said tract of land into lots and streets, hereafter to be known as PARK CITY HEIGHTS PHASE 6 SUBDIVISION, and that the same has been correctly surveyed and staked on the ground as shown on this plat. I further certify that all lots meet frontage width and area requirements of the applicable zoning ordinances.

BOUNDARY DESCRIPTION

A parcel of land located in the South Half of Section 2 and portions of Section 11, Township 2 South, Range 4 East, Salt Lake Base and Meridian, said parcel being more particularly described as follows:

Beginning at a point being South 00°19'41" West 1,186.14 feet from a Park City Boundary Aluminum Cap marking the West Quarter Corner of Section 11, Township 2 South, Range 4 East, Salt Lake Base and Meridian; and running

thence North 63°17'52" East 344.36 feet;
thence North 75°52'07" East 1,501.92 feet;
thence South 38°46'13" East 140.20 feet;
thence North 46°57'07" East 505.63 feet;
thence South 72°26'58" East 80.05 feet;
thence South 49°31'37" East 739.14 feet;
thence South 42°31'04" West 2,218.83 feet;
thence South 103.66 feet;
thence North 89°30'31" West 1,368.96 feet;
thence North 00°19'41" East 1,474.01 feet to the point of beginning.

Contains 3,973,282 Square Feet or 91.214 Acres

Date

KAREN F. WHITE
P.L.S, 191326

OWNER'S DEDICATION

Known all men by these presents that I / we, the undersigned owner(s) of the above described tract of land, having caused same to be subdivided, hereafter known as the

PARK CITY HEIGHTS PHASE 6 SUBDIVISION
AMENDING A PORTION OF PARCEL A OF PARK CITY HEIGHTS PHASE 1 SUBDIVISION

do hereby dedicate for perpetual use of the public all parcels of land shown on this plat as intended for Public use.
In witness whereof I / we have hereunto set our hand (s) this ________day of__________________________A.D., 20_______.

By:
Its:

LIMITED LIABILITY COMPANY ACKNOWLEDGMENT

STATE OF UTAH }S.S.
County of Salt Lake

On the _______ day of ___________________________ A.D., 20__________, personally appeared before me, the undersigned Notary Public, in and for said County of ________________________ in the State of Utah, who after being duly sworn, acknowledged to me that He/She is the ____, of ____ a Limited Liability Company and that He/She signed the Owner's Dedication freely and voluntarily for and in behalf of said Limited Liability Company for the purposes therein mentioned and acknowledged to me that said Corporation executed the same.

MY COMMISSION EXPIRES:_____________________________________,

______________________________ RESIDING IN___________________________ COUNTY.
NOTARY PUBLIC

PARK CITY HEIGHTS PHASE 6 SUBDIVISION

AMENDING A PORTION OF PARCEL A OF PARK CITY HEIGHTS PHASE 1 SUBDIVISION
LOCATED IN PORTIONS OF SECTION 11,
AND THE SOUTH HALF OF SECTION 2,
TOWNSHIP 2 SOUTH, RANGE 4 EAST, SALT LAKE BASE & MERIDIAN
PARK CITY, SUMMIT COUNTY, UTAH

ENSIGN
SALT LAKE CITY
45 W. 10000 S., Suite 500
Sandy, UT 84070
Phone: 801.255.0529
Fax: 801.255.4449
WWW.ENSIGNENG.COM
LAYTON
Phone: 801.547.1100
TOOELE
Phone: 435.843.3590
CEDAR CITY
Phone: 435.865.1453
RICHFIELD
Phone: 435.590.0187

SHEET 1 OF 1
PROJECT NUMBER : 4976D
MANAGER : RQE
DRAWN BY : KFW
CHECKED BY : PMH
DATE : 10/15/13

DEVELOPER
BOYER PARK CITY JUNCTION, LC
90 SOUTH 400 WEST SUITE 200
SALT LAKE CITY, UTAH 84101
(801) 521-4781

SNYDERVILLE BASIN WATER RECLAMATION DISTRICT
REVIEWED FOR CONFORMANCE TO SNYDERVILLE BASIN WATER RECLAMATION DISTRICT THIS ______ DAY OF __________________, 20_______.
BY:

PLANNING COMMISSION
APPROVED BY THE PARK CITY PLANNING COMMISSION THIS ________ DAY OF __________________, 20_______A.D.
CHAIRMAN

ENGINEER'S CERTIFICATE
I FIND THIS PLAT TO BE IN ACCORDANCE WITH INFORMATION ON FILE IN MY OFFICE THIS ________ DAY OF __________________, 20________A.D.
PARK CITY ENGINEER

APPROVAL AS FORM
APPROVED AS TO FORM THIS ________ DAY OF __________________, 20_______.
PARK CITY ATTORNEY

CERIFICATE OF ATTEST
I CERTIFY THIS RECORD OF SURVEY MAP WAS APPROVED BY PARK CITY COUNCIL THIS ______ DAY OF __________________, 20________A.D.
PARK CITY RECORDER

COUNCIL APPROVAL AND ACCEPTANCE
APPROVAL AND ACCEPTANCE BY THE PARK CITY COUNCIL THIS ______ DAY OF ______________ 20_____, A.D.
PARK CITY MAYOR

RECORDED #
STATE OF UTAH, COUNTY OF SUMMIT, RECORDED AND FILED AT THE REQUEST OF :
DATE: ______ TIME: ______ BOOK: ______ PAGE: ______
FEES
SUMMIT COUNTY RECORDER

EXHIBIT F

Boyer
THE BOYER COMPANY

October 10, 2011

Kirsten Whetstone
Park City Planning Dept
445 Marsic Avenue
Park City, UT 84060

RE: Park City Heights

Dear Kirsten:

After conducting our due diligence we now know that there are no known mine hazards on the property known as Park City Heights.

Thank you,

Patrick Moffat

BUILDING COMMUNITIES

90 SOUTH 400 WEST, SUITE 200 • SALT LAKE CITY, UTAH 84101-1365 • T: 801.521.4781 F: 801.521.4793 • www.boyercompany.com

WATER AGREEMENT BY AND BETWEEN PARK CITY AND IVORY HOMES

This WATER AGREEMENT (the "Agreement") is made and entered into as of the ___ day of _____, 2014, by and between PARK CITY MUNICIPAL CORPORATION, a political subdivision of the State of Utah and PARK CITY WATER SERVICE DISTRICT, a special service district organized and existing pursuant to the provisions of Utah Code Annotated 17A-2-1301 *et seq*., 1953, as amended together referred to as "Park City" or individually as "Park City Municipal" or "Park City Water");and IVORY HOMES ("Ivory"), (individually, a "Party" and, collectively, the "Parties.")

RECITALS

A. Ivory owns certain real property located in Summit County, State of Utah, as more particularly described and shown in attached Exhibit "A" (the "Property"); and

B. Ivory intends to improve the Property in phases, as described below, for residential development (the "Project"), which is within the Park City Heights subdivision ("PCH"); and

C. Park City Municipal entered into an Annexation Agreement, dated July 2, 2010, (the "Annexation Agreement"), as a Co-Tenant with Boyer Park City Junction L.C. ("Boyer") and on May 27, 2010 Park City Municipal, acting as a municipal government, annexed the Property into the corporate limits of the City and agreed to extend municipal services to the Property and the Project; and

D. Under the Annexation Agreement, Park City Municipal and Boyer Park City Junction L.C. , as co-tenants, agreed to enter into a separate Water Agreement for the purpose of implementing Section 9 of the Annexation Agreement relating to, among other matters, the design and construction of and payment for the "Water Delivery System," as defined in the Water Agreement;

E. On or about November 23, 2011, Ivory succeeded in interest to the interests of Boyer Park City Junction L.C. and Park City Municipal, as co-tenants, and became the sole developer of the Project.

F. All interest held by Park City Municipal as a co-tenant terminated on or about November 23, 2011 and all references in this Agreement to Park City Municipal, individually or collectively with Park City Water, shall refer to Park City Municipal as a municipal government;

F. Ivory desires to enter into this Water Agreement with Park City to accomplish the design and construction of the Water Delivery System as designed herein;

NOW, WHEREFORE, in consideration of the terms and conditions of this Agreement, as well as the mutual benefits to be derived from those terms and conditions, the Parties agree as follows:

AGREEMENT

1. Water Delivery System and Project Peak Daily Demand. The Parties agree to cooperate in the construction of a Water Delivery System, as defined in this Water Agreement, which will be adequate to meet the water demand of the Project, as phased. Park City shall and subject to the terms of the Water Agreement and the Annexation Agreement hereby agrees to provide culinary water and irrigation water sufficient to meet the projected peak daily water demand for the use and development of the Project as phased, subject to the terms and restrictions contained in, or as may be adopted as part of, the Water Code, Title 13 of the Municipal Code of Park City, including emergency and drought restrictions. The Water Delivery System shall also be capable of delivering water at flows and pressures meeting the requirements of R309-105-9 of the Utah Department of Environmental Quality Rules for Public Drinking Water Systems, as amended. The Parties understand, acknowledge and agree that the peak daily water demand for the Project shall not exceed 350 gallons per minute and that allowable residential density for Market Units and Affordable Unit Equivalents (AUEs) is set forth in the Annexation Agreement. Phase I shall not exceed ninety (90) Unit Equivalents as described below. Except as otherwise specified in this Water Agreement or the Annexation Agreement, or any future written agreement, Park City shall have no further obligation to provide any water, water rights, source capacity and/or infrastructure to the Project or the Property.

2. Initial Certificates of Occupancy.

   a. Initial Building Permits. The Parties acknowledge that the Project may be developed in phases. Ivory agrees that Phase I of the Project shall be limited to a maximum of one-hundred eighty-thousand (180,000) square feet of residential development and that Phase I shall not exceed the lesser of ninety (90) Unit Equivalents, or ninety-thousand (90,000) gallons per day of demand. The Phase I service area shall be limited to locations and elevations serviceable off of the Boot Hill Pressure Zone. Ivory shall provide a hydraulic model which will delineate the development boundaries of the Project.

   b. Subsequent Phases. Ivory understands and agrees that City is unable to provide adequate pressures beyond Phase I of the Project without the new Culinary Water Tank described in this Agreement. Accordingly, Ivory understands and agrees that Park City will not issue a temporary or permanent certificate of occupancy to any development beyond Phase I of the Project prior to the date on which the infrastructure as defined in Section 3 of this agreement is complete and operational.

3. Water Delivery System Infrastructure. Ivory shall provide as-built drawings of the infrastructure identified below and GPS coordinates for all water surface features. Park City shall have access to the construction sites at all times.

a. Phase I Infrastructure. Park City has constructed a water transmission line that runs parallel to water lines included in the Rail Trail Water Lines Project from the Quinn's WTP to a point that is approximately 2,600 feet in a southwesterly direction from the intersection of the Rail Trail and Richardson Flat Road. This point is near the existing dirt road south of the Rail Trail and Silver Creek. This segment of the transmission line includes a connection to the Fairway Hills Pressure Zone with a backup connection to the Boot Hill Pressure Zone, including all valves, vaults, and appurtenances. Phase I service area shall be limited as defined in Paragraph 2(a) of this Agreement. Ivory shall design and construct an extension from the transmission line to the upper end of the Phase I distribution system. The transmission line will be designed with adequate pressure and flow capacity such that it can be extended as a part of Phase II to the Culinary Water Tank (as defined in Paragraph 3(b) of this Agreement).. Phase I shall also include water distribution lines to Phase I together with all required valves and other appurtenances.

b. Culinary Water Tank. Concurrent with the construction of Phase II, Ivory shall design and construct a Culinary Water Tank, together with all required transmission lines, valves, valve vaults, access roads, and other appurtenances, within the Property, subject to Park City's approval. The overflow elevation of the new Culinary Water Tank shall be at the same elevation as Park City's existing Fairway Hills culinary water tank. The purpose of the Culinary Water Tank is to provide fire suppression and operational storage for the Project. Ivory agrees to upsize the Culinary Water Tank at the request of Park City. Park City agrees to pay all costs associated with the upsizing as provided in Paragraph 4(b) below.

c. Culinary Water Pump Station (Park City Heights Pump Station). Concurrent with the construction of Phase II, Park City shall design and construct, and Ivory shall reimburse Park City for its expenses for design, construction, permitting, and startup, a Culinary Water Pump Station complete within the Quinn's WTP, together with all required pumps, mechanical piping, valves, valve vaults, SCADA, VFD's, soft starts, and other appurtenances, relating to the Park City Heights Pump Station. The Quinn's WTP has been designed to provide the space for the future addition of this pump station. The purpose of the Park City Heights Pump Station is to deliver water to the Culinary Water Tank and the Fairway Hills Zone. The Park City Heights Pump Station shall be upsized as provided in Paragraph 4(c) of this Agreement.

d. Culinary Water Distribution Line. Concurrent with the construction of Phase II, Ivory shall design and construct a Culinary Water Distribution Line, together with all required, valves, and other appurtenances, for the purpose of conveying culinary water from the Culinary Water Tank to the entire Project. The design and construction of the water distribution line shall be subject to Park City's approval. The Culinary Water Distribution Line shall be upsized as provided in Paragraph 4(d) of this Agreement.

e. Culinary Water Transmission Line. Concurrent with the construction of Phase II, Ivory shall design and construct a culinary water transmission line extension from Phase I, together with all required pumps, valves, and other appurtenances, for the purpose of conveying treated water from the Quinn's WTP to the Culinary Water Tank. Once infrastructure in Section 3 of this agreement is operational, the connection to the Boot Hill Pressure zones shall be terminated and abandoned at the City's sole discretion. The Culinary Water Transmission Line shall be upsized as provided in Paragraph 4(e) of this Agreement.

Advanced Metering Infrastructure. Concurrent with Phase I, Ivory shall provide the necessary infrastructure to provide for two-way remote read coverage at the Property. Park City shall have sole discretion and approval authority of the required infrastructure, which will include, but not be limited to, a new Tower, Sensus base station, and network backhaul. It is anticipated that this infrastructure will be installed at the Solamere Tank above the Property.

4. Cost of Water Delivery System. The Parties agree that, pursuant to the terms of the Annexation Agreement and this Water Agreement:

a. Phase I Infrastructure. Ivory shall pay all costs associated with the design and construction of the transmission extension from the existing transmission line to the upper end of the Phase I Culinary Water Distribution Line, as described in Paragraph 3(a) of this Agreement, and all related pumps, valves, and other appurtenances.

b. Culinary Water Tank. Ivory shall pay all costs associated with the design and construction of the Culinary Water Tank and all related pumps, valves, pipes, security, access roads, re-vegetation, slope stability, and electrical service extensions. If Park City elects to upsize the Culinary Water Tank, Park City shall pay Ivory its ratable share of the costs of the Culinary Water Tank within thirty (30) days of approval by the City Engineer, following request for inspection pursuant to the Subdivision Ordinance and associated public improvement guarantee. Park City's ratable share shall be determined during the design process based on gallons of storage required for the City divided by the sum of the gallons of storage required for the Project plus the gallons of storage required for Park City. By way of example, if Park City upsizes the tank by 500,000 gallons and Ivory requires 450,000 gallons for the Project, the City's ratable share would be 52.6% of only the Water Tank.

c. Culinary Water Pump Station (Park City Heights Pump Station). Ivory shall reimburse City for its ratable share of the costs of the design and construction of the Park City Heights Pump Station within thirty days of approval by the City Engineer. Ivory's ratable share shall be determined during the design process based on horsepower (HP) required for the Project divided by the total horsepower required with Park City's upsize. By way of example, if Ivory requires 40 HP for

the Project and Park City's upsized pump station requires 100 HP, Ivory's ratable share would be 40%.

d. Culinary Water Distribution Line. Ivory shall pay all costs associated with the design and construction of the Culinary Water Distribution Line and all related pumps, valves, and other appurtenances. Within thirty (30) days of the completion of the Culinary Water Distribution Line, the Parties shall determine the incremental costs incurred by Ivory over and above the cost of having designed and constructed the required Project size determined during design (minimum of eight (8) inch) culinary transmission line. The incremental cost increase of the actual Culinary Water Distribution Line, which the Parties understand and agree may be larger than the required Project size (minimum of eight (8) inches), shall represent Park City's ratable share of the cost of design and construction of the Culinary Water Distribution Line. Park City shall reimburse Ivory its ratable share of the costs of the Culinary Water Distribution Line within thirty (30) days of Park City accepting the Culinary Water Distribution Line by ordinance.

e. Culinary Water Transmission Line. Ivory shall pay all costs associated with the design and construction of the Culinary Water Transmission Line and all related pumps, valves, and other appurtenances. Within thirty (30) days of the completion of Culinary Water Transmission Line, Ivory and Park City shall determine the incremental costs incurred by Ivory over and above the cost of having designed and constructed the required culinary water transmission line size as determined during design (minimum of twelve (12) inch). The incremental cost of the actual Culinary Water Transmission Line, which the Parties understand and agree may be larger than the required Project size (minimum of twelve (12) inches), shall represent Park City's ratable share of the cost of design and construction of the Culinary Water Transmission Line. Park City shall reimburse Ivory its ratable share of the costs of the Culinary Water Transmission Line within thirty (30) days of approval by the City Engineer, following request for inspection pursuant to the Subdivision Ordinance and associated public improvement guarantee. No costs in excess of the estimated cost of construction used for the public improvement guarantee shall be part of Park City's reimbursement unless approved in advance and in writing by Park City.

f. Advanced Metering Infrastructure. Park City shall procure and pay all costs for equipment needed for advanced metering and Ivory shall reimburse Park City for 100% of costs associated with the procurement and purchase. Ivory shall obtain all permits and approvals from Park City or other regulatory agencies needed for the installation of the Tower and Sensus base station. It is anticipated a Conditional Use Permit for the Tower will be required. Park City or the Sensus vendor, at Park City's direction, shall install the Tower, Sensus base station, and network backhaul and Ivory shall reimburse Park City for 100% of costs associated with the installation. .

g.

h. Incremental costs as defined by this section shall include the incremental cost of design and construction associated with inches of increased trench width from upsizing the tanks, pumps, or pipe diameter, including any incremental additional backfill, excavation, haul off, and import of suitable backfill, and the incremental material costs.

5. Specifications of Water Delivery System. Subject to the terms and conditions of the Annexation Agreement and this Water Agreement or as otherwise agreed in writing Ivory shall submit all required plans and specifications to Park City for approval and, thereafter, shall construct and install such approved Water Delivery System within the Project subject to the terms of this Water Agreement.

6. Conveyance of Easements. Ivory shall convey such easements to Park City as needed, concurrent with recordation of the final subdivision plat for Phase I, for the location of infrastructure as defined in the Annexation Agreement and this Water Agreement. Ivory agrees that all easements conveyed for these purposes shall be in accordance with the limitations and conditions of Park City-approved utility plan. Ivory shall convey such easements to Park City as needed for future infrastructure for the Snow Park – Oaks Water Transmission Line, together with all required pumps, valves, and other appurtenances, for the purpose of conveying water from the Snow Park pressure zone to the Water Delivery System.

7.

8. Conveyance of Property. Ivory shall convey its interest in property in fee to Park City within the PCH annexation boundary, as needed and as approved by Park City, for the location of the Culinary Water Tank, provided that such conveyance and location does not diminish (i) the densities described in the Annexation Agreement, or (ii) the ability to secure Master Planned Development approvals and permits related to such densities. Ivory agrees that all property conveyed for these purposes shall be free from financial liens and other encumbrances.

9. Miscellaneous. The Parties further agree as follows:

   a. Binding Terms; Entire Agreement. The terms, covenants and conditions herein contained shall be binding upon and inure to the benefit of the successors, transferees and assigns of the Parties. This Agreement and the exhibits attached hereto constitute the entire agreement among all the Parties hereto with respect to the subject matter hereof, incorporates all prior agreements, and may only be modified by a subsequent writing duly executed by the Parties.

   b. No Public Dedication. Nothing contained in this Agreement shall, or shall be deemed to, constitute a gift or dedication of any part of the PCH Property to the general public or for the benefit of the general public or for any public purpose whatsoever, it being the intention of the Parties that this Agreement will be strictly limited to and for the purposes expressed herein.

c. Waivers. No waiver of any of the provisions of this Agreement shall constitute a waiver of any other provision, whether or not similar, nor shall any waiver be a continuing waiver. Except as expressly provided in this Agreement, no waiver shall be binding unless executed in writing by the Party making the waiver. Any Party may waive any provision of this Agreement intended for its benefit; provided, however, that any such waiver shall in no way excuse any other Party from the performance of any of its other obligations under this Agreement.

d. Interpretation; Recitals. This Agreement shall be interpreted and construed only by the contents hereof and there shall be no presumption or standard of construction in favor of or against any Party. The recitals stated above and the exhibits attached to this Agreement shall be and hereby are incorporated in and an integral part of this Agreement by this reference.

e. Governing Law; Captions. This Agreement shall be construed and enforced in accordance with, and governed by, the law of the State of Utah. The captions in this Agreement are for convenience only and do not constitute a part of the provisions hereof.

f. Applicability. If any term or provision of this Agreement or the application of it to any person, entity or circumstance shall to any extent be invalid and unenforceable, the remainder of this Agreement or the application of such term or provision to persons or circumstances other than those as to which it is invalid or unenforceable shall not be affected thereby, and each term and provision of this Agreement shall be valid and shall be enforced to the extent permitted by law.

g. Authority; Further Assurances. Each Party hereto represents and warrants that it has the requisite corporate power and authority to enter into and perform this Agreement and that, to their respective, current, actual knowledge, the same will not contravene or result in the violation of any agreement, law, rule, or regulation to which any such Party may be subject. Each Party to this Agreement shall use reasonable efforts and exercise reasonable diligence to accomplish and effect the transactions contemplated and, to that end, shall execute and deliver all such further instruments and documents as may be reasonably requested by the other Party in order to fully carry out the transactions contemplated by this Agreement.

h. No Third Party Beneficiaries. Nothing in this Agreement is intended to or shall create an enforceable right, claim or cause of action by any third person, entity or party against any Party to this Agreement.

i. Counterparts; No Recording. This Agreement may be executed by facsimile and in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. This Agreement may not be recorded in the official real estate records of Summit County, Utah, or elsewhere, without the express, written consent of the Parties.

j. Force Majeure. If any Party is delayed or prevented from performance of any act required hereunder by reason of a "force majeure" event, and such Party is otherwise without fault, then performance of such act shall be excused for the period of the delay. For purposes of this Agreement, "force majeure" shall mean any delay caused by acts of nature or the elements, acts of terrorism, weather, avalanche, fire, earthquake, flood, explosion, war, invasion, insurrection, riot, malicious mischief, vandalism, including without limitation, except with respect to the City, governmental or regulatory action or inaction, beyond the control of the Party claiming "force majeure" or any other person or entity delayed.

k. Notices. Unless otherwise designated in writing, all notices, demands and other communications under this Agreement shall be in writing and mailed by first class registered or certified mail, postage prepaid, sent by receipted hand delivery, sent by nationally-recognized, overnight courier, sent by confirmed facsimile and, in any case, shall be addressed as set forth in the Annexation Agreement for each such Party (or their legal counsel).

l. Relationship of Parties; Limitation of Liability. Nothing herein contained shall be deemed or construed as creating a relationship of principal and agent, partnership or joint venture among the Parties, or any of them, it being agreed that neither any provision contained herein, nor any acts of the Parties hereto, shall be deemed to create any relationship between the Parties except as otherwise specified in this Agreement.

m. Remedies Cumulative; No Waiver; Injunctive Relief. The various rights and remedies herein contained and reserved to each of the Parties shall not be considered as exclusive of any other right or remedy of such Party, but shall be construed as cumulative and shall be in addition to every other remedy now or hereafter existing at law, in equity, or by statute. No delay or omission of the right to exercise any power by any Party shall impair any such right or power, or be construed as a waiver of any default or as acquiescence therein. Further, the Parties agree and acknowledge that a non-defaulting Party may not have an adequate remedy at law by reason of any breach of default of the terms or conditions of this Agreement and, as such, the non-defaulting Party shall be entitled to injunctive or similar relief from any breach or anticipated or threatened breach of this Agreement by the defaulting Party, in addition to and without waiver of any other remedies available at law or in equity.

DATED as of the ___ day of _____, 2010.

[Signatures on following page]

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

By: _____
Jack Thomas, Mayor

Dated this _____ day of _____, 2014.

ATTEST:

_____
Marci Heil, City Recorder

Dated this _____ day of _____, 2014

APPROVED AS TO FORM:

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

Dated this _____ day of _____, 2010.

PARK CITY WATER SERVICE DISTRICT,
A special service district.

By: _____
Jack Thomas, Chairman

Dated this _____ day of _____, 2014.

ATTEST:

_____
Marci Heil, City Recorder

Dated this _____ day of _____, 2014

APPROVED AS TO FORM:

_____

Thomas A. Daley, Sr., Deputy City Attorney

Dated this _____ day of _____, 2014.

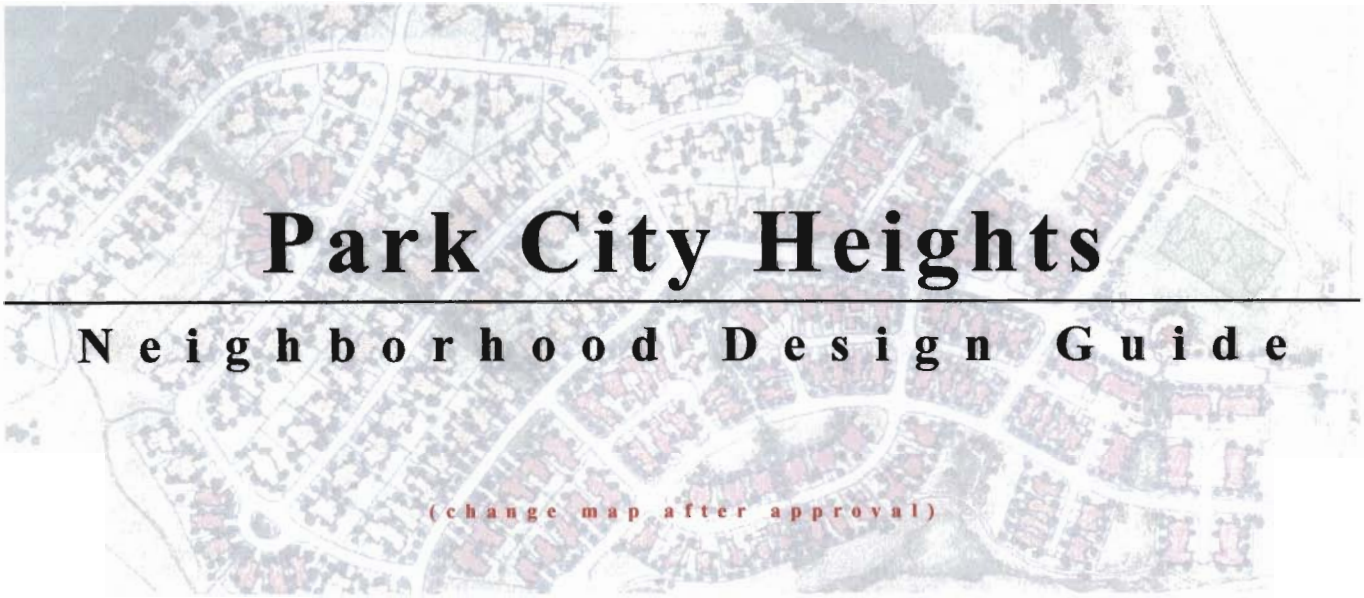
IVORY HOMES

By:_____
Name: _____
Its: _____

Dated this____ day of _____, 2014

Exhibit A- Annexation plat

EXHIBIT H



Park City Heights

Neighborhood Design Guide

(change map after approval)

~~July, 2011~~

August, 2013

RECEIVED
JUL 30 2013
PARK CITY
PLANNING DEPT.

Lot Types

Park City Heights is comprised of a variety of architectural styles found within three (3) unique and diverse Lot types: Park Homes, Cottage Homes and Homesteads.

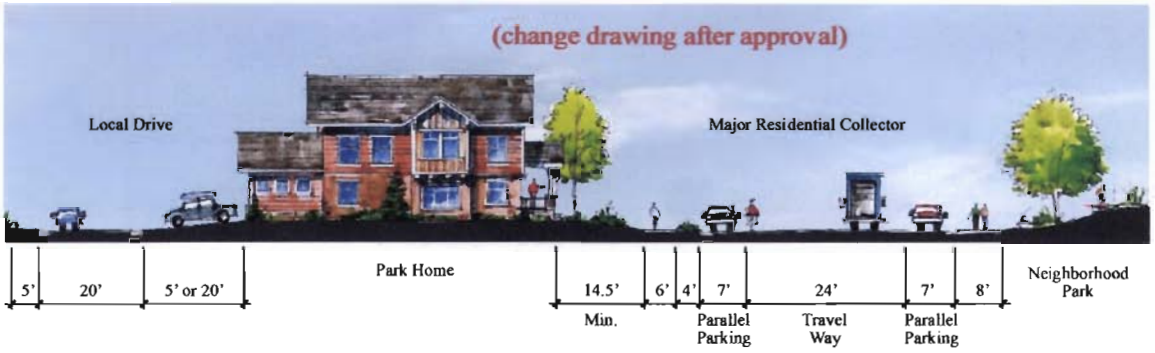
Park Homes consist of ~~various attached housing types with varying lot sizes to accommodate these home types~~ small lot single family homes and 4-unit multi family buildings. All Park Homes front or are adjacent to a park or open space and are accessed by rear lanes and rear garages providing a focus on the front doors and front porches.

Cottage Homes consist of smaller single family homes on lots that range in size from ~~40' to 70' in width and 90' to 120' in depth~~ 4,200 square feet to 10,500 square feet. ~~The majority of Cottage Homes are accessed from local drives at the rear of the homes with an emphasis on orienting front doors and porches to the residential street or open space.~~ Prominent street oriented entry's and front porches along with semi-recessed or detached garages are used to provide an emphasis on placing people near the street.

Homesteads consist of larger single family homes generally on lots ranging in size from ~~6,500~~ 8,000 square feet to 25,000 square feet. Homesteads are located across the upper slopes of the development and these lots will form the visual transition to the surrounding open space and will require the most sensitive placement to respect and respond to the existing terrain.

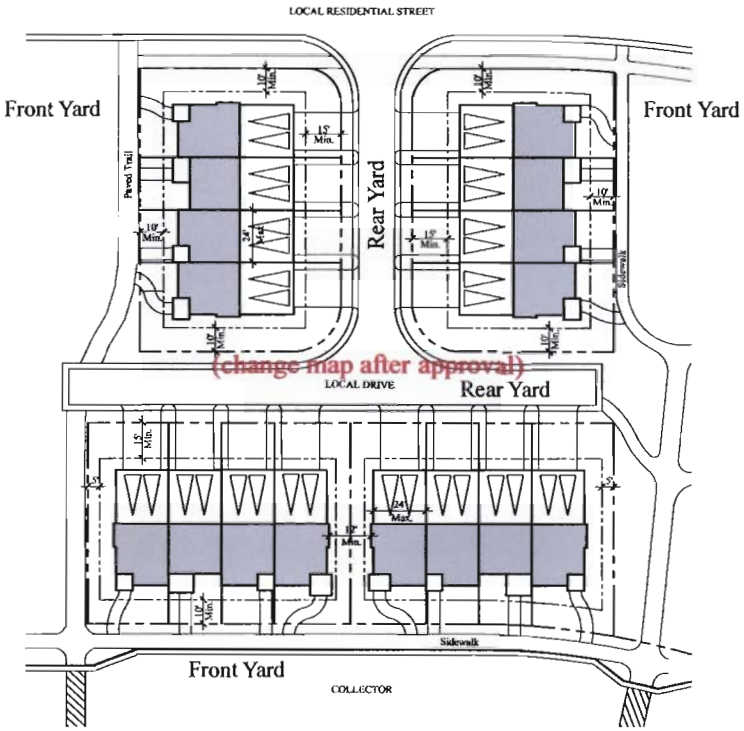
Street Patterns

All Park Homes front or are adjacent to a park or open space and have garages ~~or structured parking~~ behind the homes. The front facades of these homes are oriented to walkways and trails providing great access to the neighborhood amenities surrounding them. Front porches are critical elements of these ~~typically larger buildings~~ homes, helping to reduce the impacts of the mass on the streetscape and surrounding views into the project. Park Homes also utilize on-street parking to provide varied and shared parking alternatives minimizing the impact of the automobile within this neighborhood.



Park Homes

Building Placement



Park Homes consist of small lot single family homes and ~~vary from 2-unit to 15-unit~~ 4-unit Multi-Family buildings.

Front Yard Setback: Minimum ~~10'~~ 5' to Main Structure or Front Porches.

Side Setback: Minimum side separtion to any adjacent Structure shall be ~~12'~~ 10'.

Side Street Setback (Corner Lot): 10' to all structures.

Side Open Space Setback (Lot adjacent to Open Space): 5' to all structures.

Rear Yard Setback: Minimum setback to Main structure shall be ~~15'~~ 6'.

Front Facade: At least 40% of the Primary Facade must be placed within 10' of the required minimum Front Yard Setback.

~~Local Drive Accessed~~ Garages: Shall be a maximum of 24' wide. Garage doors must be placed at either ~~5'~~ 7' from the edge of the ~~Local Drive~~ Right-of-way or a minimum of ~~20'~~ 18' from the edge of the ~~Local Drive~~ Right-of-way.

~~**Local Residential Street Accessed Garages:** Shall be a maximum of 24' wide.~~

Garage Doors: ~~Must be oriented to the Local Drive.~~ Two (2) car garage doors may be a maximum 18' wide. Single doors may be a maximum of 10' wide.

Parking: ~~Owner and guest parking located to the rear of homes is to be screened from off-site views, to the extent possible, through the use of proper placement, architectural screens and/or landscape planting.~~ No enclosed structures for the storage of boats and/or motor homes are permitted.

Massing & Composition

Scale of Buildings
It is important that the massing of the buildings be scaled in such a way that it relates to the people living there and harmonizes with the area and its natural features. This is especially true in the Park Home area where some of the buildings may be larger than in other areas of the development. Park Homes range in size from ~~two (2)~~ small lot single family units to ~~fifteen (15)~~ four (4) unit multi family buildings.

To avoid building forms that are boxy in massing the following criteria should be met.

~~a. Buildings with between two and four units must comply with the following requirement:~~

• No unbroken expanse of building mass may exceed 25'. If the 25' is reached the wall line must step a minimum of 3'.

~~b. Buildings housing more than four (4) units must meet the following requirements:~~

~~• No unbroken expanse of building mass may exceed 35'. If the 35' is reached the wall line must step a minimum of 3' and one of the following must occur:~~

~~• The building mass should bend~~
~~• The roof line should shift up or down at least 3' or take on a different ridge alignment.~~
~~• Roof areas must provide variation in roof shape. No single roof shape may cover more than 2/3 the total roof area.~~

Horizontal & vertical variation must occur

Repetition
Buildings of similar plans must offer up differentiation in elevation. Repetition of like elevations will not be permitted. The Design Review Board shall approve exterior elevations of multi family buildings and require variation between building facades to ensure diversity within the development. These requirements are applied so that the building mass does not become overpowering. Changing the planes of walls, changing direction, and providing some variety in the roof form yields diversity and visual interest.

Repetition of like elevations is prohibited

Unit Size
Units in the Park Homes area will have a minimum square footage of 800 sq ft. The first floor area shall not be less than ~~800~~ 470 sq. ft. for two story units. The maximum square footage for any unit is ~~2,500~~ 2,700 sq. ft.

Note: All areas noted are gross living areas and exclude porches, decks, garages and uninhabitable basements as defined by Park City Municipal Code.

Building Height
The intent of the height guideline is to present an appropriately scaled roofscape that is compatible with its use and placement.

Allowable building heights are limited by Park City Municipal Code. Generally building heights cannot exceed 28' as measured from existing natural grade at any point, excluding chimneys.

Porches

Porches

A core ideal of the development is the use of covered front porches to promote a human scale, sense of entry and emphasize relationship to the street. Massing of porch elements also can help to further ground the building by forming a base from which the building mass can grow. To this end, porches should be made to convey a sense of human scale and are limited to one-story in height. *Integration of the front porch is required in the Park Homes area.*

• Porches are usually located at the front setback line, but may also be located at the side setback line.

• Porches often will have deep eaves repeating the same rafter treatment as the main roof.

• Porch roof forms shall be consistent with the architectural style of the home.

• Porches must be a minimum of ~~18"~~ 8" above finished grade unless ADA access is required to the home. The front porch steps must be designed as an integral element to the design and style of the home and not just "stuck on" the front of the home.

• Porches can be used to wrap the corner of a house or fill the void created by an "L" shaped plan. Wrapped porches are strongly recommended for Corner Lots.

• Creativity consistent with the architectural style of the house shall be used in designing columns, posts, brackets, railing, trim and molding.

• Columns, where provided, must terminate at the porch deck or extend to within 4" of finished grade.

• Minimum porch depth is ~~6'~~ 5' with a minimum of ~~48~~ 40 square feet.

• All porches shall be properly detailed with authentic porch edge conditions, including a cantilevered "lip" or edge. If the porch surface is left as natural or colored concrete the face of the cantilevered lip must also remain as natural or colored concrete. If the porch surface is finished with another material, then that material should wrap the face of the porch lip.

Appropriate Porch flooring surfaces include:

- Wood or Composite Decking
- Natural or Approved Colored Concrete
- Tile or Concrete Pavers

Porches located at front setback

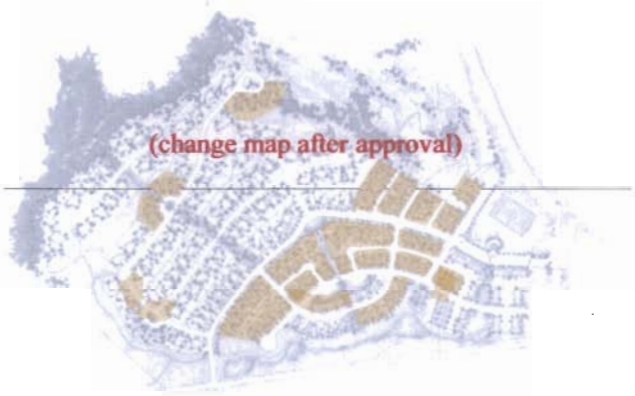
Properly detailed porch elements

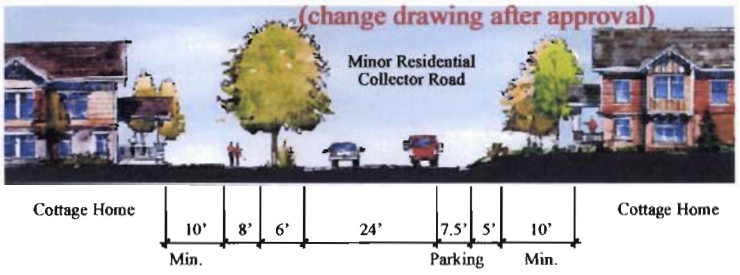
Porch reduces impact of building mass to street

Porches ~~18"~~ 8" above grade

Street Patterns

Typical Cottage Homes are single story, story and a half and two story homes placed on small traditional lots located in the heart of the neighborhood. The Cottage Homes ~~are primarily accessed from Local Streets~~ plac~~ing~~e an emphasis on the homes front facade with prominent street oriented entry's and front porches and ~~de-emphasizing garages~~ by incorporating semi-recessed or detached garages. The Cottage Homes are placed close to the Street and Sidewalks creating an intimate setting that should include appropriate front yard landscaping and garden fencing common to traditional neighborhoods while still providing on street parking and sufficient snow storage areas.

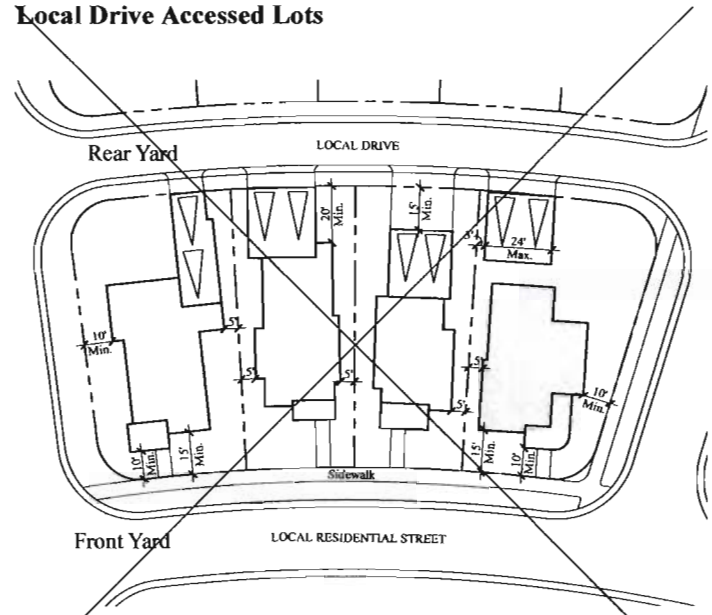




Cottage Homes

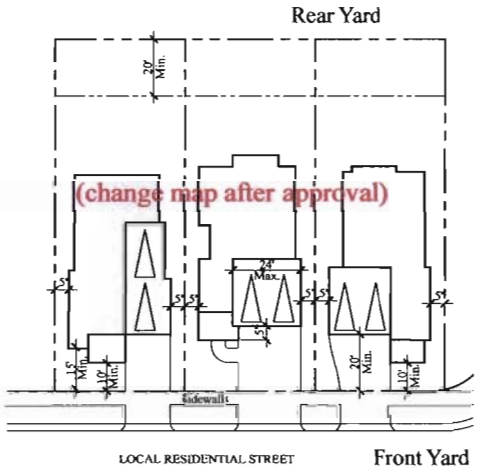
Building Placement

~~Local~~ Local Drive Accessed Lots



Note: All Cottage Homes served by a Local Drive are required to access the garage from the Local Drive.

~~Local~~ Minor & Major Residential Street Accessed Lots



Cottage Homes ~~Lots are typically 35 feet to 60 feet wide by 85 feet to 130 feet deep~~ consist of smaller single family homes on lots that range in size from 4,200 square feet to 10,500 square feet.

Front Yard Setback: 15' to Main House. Front Porches or Single Story Bays may extend to within 10' of the Sidewalk or Street ROW.

Side Yard Setback: Minimum setback for all homes is 5'.

Side Street Setback (Corner Lot): 10' for all structures.

Rear Yard Setback: 20' to Main House.

Front Facade: At least 40% of the Primary Facade must be within 5' of the required minimum Front Yard Setback.

~~Local Drive Accessed~~ Detached Garages: Shall be a maximum of 24' wide. ~~Garages must be placed at either 5' from the edge of the Local Drive or a minimum of 20' from the edge of the Local Drive but must be placed within the Lot.~~

~~Single Story Detached Garages with Local Drive access~~ May be placed at 3' from the side property line. ~~Two Story or attached Local Drive accessed Garages must be placed at 5 feet from the side property line~~. Shall be a maximum of 17' in height.

~~Local Residential Street Accessed~~ Attached Garages: Garage width must not exceed 55% of the width of the front facade of the house. Shall be a maximum of 24' wide. Garages at front or side yard shall be setback 20' or 5' behind front or side Facade (Whichever is greater). Garages must be placed a minimum of 5' from the Side Property Line.

Garage Doors: ~~May be oriented perpindicular to the Local Drive. On Corner Lots with Local Drive access provided, garage doors shall not face Local Streets.~~ Two (2) car wide garage doors may be a maximum 18' wide. Single doors may be a maximum of 10' wide.

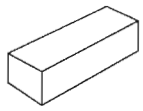
Parking: ~~Owner and guest parking located to the rear of homesites are to be screened from off-site views, to the extent possible, through proper placement, the use of architectural screens and/or landscape planting~~. No enclosed structures for the storage of boats and/or motor homes are permitted.

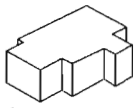
Cottage Homes

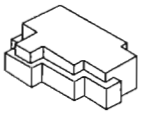
Massing & Composition

Built Forms Follow Contours
Building placement should respect existing land forms. Structures should follow contours and fit into existing land massing, rather than ignore or dominate these forms.

Scale of Buildings
It is important that the massing of the buildings be scaled in such a way that it relates to the people living there and harmonizes with the area and its natural features. No unbroken expanse of building mass may exceed 35' in length on all side elevations and 25' on all front and rear elevations. If the maximum length is reached the wall line must step a minimum of 4'.

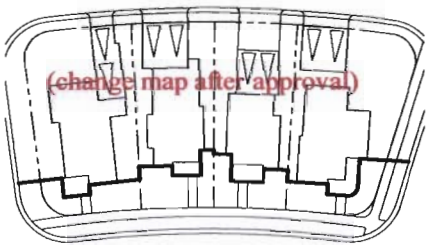

Undesirable


Vertical Articulation added


Horizontal Articulation added

Desirable

This requirement is applied to ensure that building mass does not become overpowering. Changing the planes of walls, changing direction, and providing some variety in the roof form yields diversity and visual interest. Additive building volumes give the home an apperance that it was built over time.



Variation in individual structures contribute to a varied streetscape.

Repetition
Repetitive massing is prohibited. There should be substantial variation in individual building forms. Homes with similar heights may only occur consecutively along a street three times before a change in massing is required. For example, three adjacent two-story homes must be followed by a one and a half story or one-story home. Also, no more than 2 similar floor plans may occur consecutively along a street. The Design Review Board shall review these requirements on a case-by-case basis per specific site conditions.

Avoid Consecutive Massing

Residence Size
Residences in the Cottage Homes area will have a minimum square footage of 900 sq ft for single story structures. The first floor area (defined as that floor that is accessed by the front door) shall not be less than ~~800~~ 600 sq. ft. for two-story structures. The maximum square footage for any residence is 3,500 sq. ft.
Note: All areas noted are gross living areas and exclude porches, decks, garages and uninhabitable basements as defined by Park City Municipal Code.

Building Height
The intent of the height guideline is to present a human-scale roofscape, one that steps with the contours of the terrain and recalls the natural setting.
Allowable building heights are limited by Park City Municipal Code. Generally building heights can not exceed 28' as measured from existing natural grade at any point, excluding chimneys.

Side Elevations
All Cottage units with side elevations exposed or clearly visible from a public road shall pay special attention to the massing and composition to ensure appropriate scale and form to fit visually into the landscape and windows should occur in these visible end walls. Additional landscape measures may be required to achieve this requirement.

Porches

Porches
A core ideal of the development is the use of covered front porches to promote a human scale, sense of entry and emphasize relationship to the street.

Massing of porch elements also can help to further ground the building by forming a base from which the building mass can grow. To this end porches should be made to convey a sense of human scale and are limited to one story in height. *Integration of the front porch is required in the Cottage Homes area.*

• Porches are usually located at the front setback line.

• Porches will often have deep eaves repeating the same rafter treatment as the main roof.

• Porch roof forms shall be consistent with the architectural style of the home.

• Porches must be a minimum of ~~18"~~ 8" above finished grade unless ADA access is required to the home. The front porch steps must be designed as an integral element to the design and style of the home and not just "stuck on" the front of the home.

• Porches can be used to wrap the corner of a house or fill the void created by an "L" shaped plan. Wrapped porches are strongly recommended for Corner Lots.

• Creativity consistent with the architectural style of the house shall be used in designing columns, posts, brackets, railing, trim and molding.

• Columns, where provided, must terminate at the porch deck or extend to within 4" of finished grade.

• Minimum porch depth is 6' with a minimum of 60 square. feet.

• All porches shall be properly detailed with authentic porch edge conditions, including a cantilevered "lip" or edge. If the porch surface is left as natural or colored concrete the face of the cantilevered lip must also remain as natural or colored concrete. If the porch surface is finished with another material, then that material should wrap the face of the porch lip.

Appropriate Porch flooring surfaces include:
- Wood or Composite Decking
- Natural or Approved Colored Concrete
- Tile or Concrete Pavers

Appropriate porch detailing

Authentic flooring materials

Porch roof forms are consistent with home

Porches are elevated ~~18"~~ 8" above finished grade

Garages & Garage Doors

Garages
Garages are required in the Cottage Homes area of the development. They can be attached or detached and must accommodate at least one car. Garages must not dominate the residence when viewed from the street, especially in areas visible from right-of-ways, common areas and adjacent home sites. All garages accessed from the street must either be side entry designs or if parallel to the street, setback a minimum of 5' from the front entry elevation of the main structure. ~~Alley loaded garages may face the alleyway and must meet all site design standards.~~

The use of overhangs and significant architectural details are encouraged to visually lessen the impact of the garage entrance.

Single garage doors are preferred

Front loaded garage is secondary to the home

Garage Doors
Garage doors must be provided with detailing that is tied to the homes overall design themes. Garage doors must appear as traditional swinging, folding or sliding doors. Segmented doors are only permitted if they are constructed to appear to be one of these traditional door types and are subject to Design Review Board approval.

• Doors should be vertical paneled or planked and may incorporate glass.

• Doors may not include Diagonal, X-Bracing or Z-Braced Planks or Panels.

• Doors should be painted or stained colors similar to the body of the home to lessen their visual impact.

• Single car garage doors are preferred. The use of single doors allows for more variety in the garage elevation.

• Three car garages are permitted in the Cottage Homes area but must incorporate a tandem garage or a front and side entry garage combination to do so. ~~Garages may only have a maximum of 2 garage doors~~.

• No garage door over 9' high will be approved.

Not this - door dominates visually

Paneled door incorporates glass

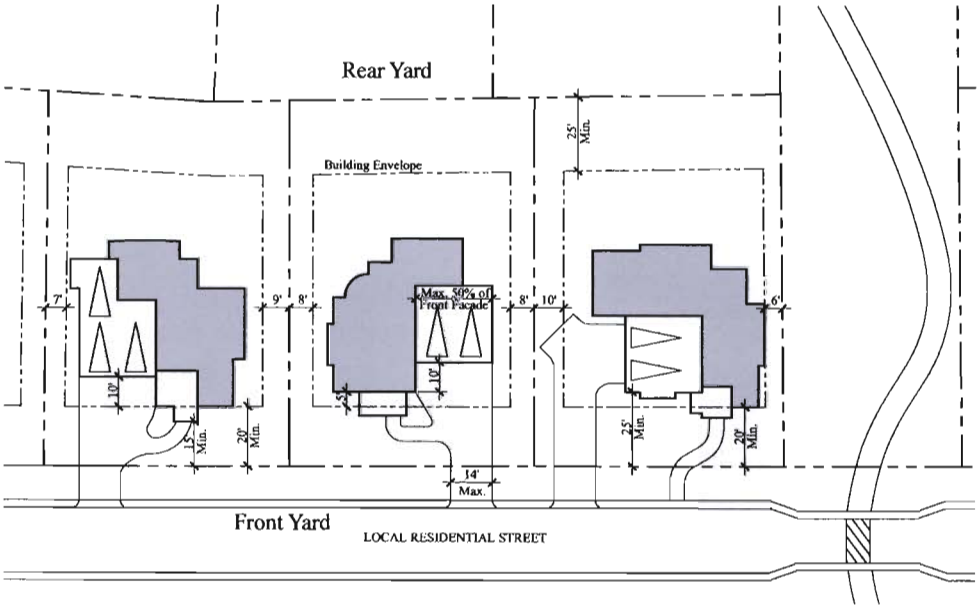
Driveways
Shared Driveways are allowed and encouraged but their width at the curb must be minimized.
Driveways are encouraged to be concrete, colored concrete, stamped colored concrete, unit pavers turf block or other permeable pavers or other pattern and texture methods approved by the Design Review Board. Asphalt drives will be permitted but must be maintained properly.

Street Patterns

Homesteads are typically one and one-half to two story homes on the largest lots within the neighborhood providing for a varied streetscape. All Homestead lots are accessed from the Street creating a need to vary driveway alignments and garage orientations. Homestead streetscapes must provide for a variety of landscapes while also providing adequate snow storage opportunities. Emphasis should remain on the front facades and the front doors and porches for all Homesteads maintaining a consistency within the project across all product types.

Homesteads

Building Placement



Homesteads ~~Lots~~ consist of larger single family homes on lots that range in size from ~~60' to 195' wide by 110' to 200' deep~~ 8,000 square feet to 25,000 square feet.

Front Yard Setback: 20' to Main House. Front Porches or Single Story Bays may extend to within 15' of the Sidewalk or Street ROW.

Side Yard Setback: Total side setbacks shall equal 16' with a minimum setback for all homes is 6'.

Side Street Setback (Corner Lot): 15' for all structures.

Rear Yard Setback: 25' to Main House.

Front Facade: Where possible it is encouraged to place the Primary Facade within 5' of the required minimum Front Yard Setback.

~~Street Accessed~~ Garages: Garage width must not exceed 50% of the width of the front facade of the house. Front-loaded garages at front yard shall be setback 25' from the property line or 10' behind the Home Facade at the front setback, whichever is greater. Side loaded garages may be placed at the 25' setback.

Garage Doors: Two-Car Garage doors may be 18' wide. Individual Garage Doors are encouraged and may be a maximium of 10' wide.

Porches

Porches
A core ideal of the development is the use of covered front porches to promote a human scale, sense of entry and emphasize relationship to the street. Massing of porch elements can also help to further ground the building by forming a base from which the building mass can grow. To this end porches should be made to convey a sense of human scale and are limited to one story in height. The use of porch elements in the Homestead area is highly encouraged.

• Porches shall usually be located at the front setback line.

• Porches will often have deep eaves repeating the same rafter treatment as the main roof.

• Porch roof forms shall be consistent with the architectural style of the home.

• Porches must be a minimum of ~~18"~~ 8" above finished grade unless ADA access is required to the home. The front porch steps must be designed as an integral element to the design and style of the home and not just "stuck on" the front of the home.

• Porches can be used to wrap the corner of a house or fill the void created by an "L" shaped plan. Wrapped porches are strongly recommended for Corner Lots.

• Creativity consistent with the architectural style of the house shall be used in designing columns, posts, brackets, railing, trim and molding.

• Columns, where provided, must terminate at the porch deck or extend to within 4" of finished grade.

• Minimum porch depth is 8' with a minimum of 80 square feet.

• All porches shall be properly detailed with authentic porch edge conditions, including a cantilevered "lip" or edge. If the porch surface is left as natural or colored concrete the face of the cantilevered lip must also remain as natural or colored concrete. If the porch surface is finished with another material, then that material should wrap the face of the porch lip.

Appropriate Porch flooring surfaces include:

- Wood or Composite Decking
- Natural or Approved Colored Concrete
- Tile or Concrete Pavers
- Natural Stone

Columns and posts are an integral part of architectural style

Front steps are integral part of home

Porch roof breaks up two story element

Porch raised a minimum of ~~18"~~ 8" above finished grade

Building Sustainability

Home Size
All homes within Park City Heights should strive to be "modest" in scale and reflect historical development patterns of Old Town. LEED for Homes requirements provide incentives for smaller, more efficiently designed homes and may be the single most important component of attaining a home's LEED rating. The size of a home is directly related to the short and long term material and energy consumption and should be carefully analyzed early in this process.

Building Materials
Encourage the use of sustainable construction materials and products, including recycled content, salvaged, and FSC-certified materials. Promote sustainability through building practices that reduce energy consumption, as well as through the continued review of viable alternative energy sources.

Alternative (Renewable) Energy Sources
Alternative energy should be used where physically viable and economically feasible. As financing options for alternative energy systems continue to evolve it may be necessary to amend the Park City Heights Design Guides to accommodate alternative methods for employing these systems into the Park City Heights development, e.g. creation of a solar garden. While energy conservation is an integral component of sustainability, alternative energy sources may provide a more effective solution to reducing the impact and consumption of fossil fuel energy.

Solar
The use of solar equipment (e.g. panels, shingles & cells) is strongly encouraged and can be used as a Solar Electric or Solar Water Heat System. Solar Electric Systems, also known as photovoltaic (PV) systems, use solar panels to convert sunlight into electricity. Federal and State incentive programs are often available, depending on the system type and size. Systems can be roof-mounted, wall-mounted or site-mounted subject to compliance with required health and safety standards and provided that the Solar Electric System is not installed in a manner that will interfere with the solar access of an adjacent property owner. "Building integrated" photovoltaic (PV) systems are also increasingly available. PV and solar thermal systems require direct solar access for extended periods thus, careful planning is required to ensure installations are properly oriented and are not compromised by shading from adjacent buildings or vegetation.

Geothermal
Ground Source Heat Pumps or Geoexchange systems may be allowed where feasible but in no way may it interfere with adjacent properties. Solar Heating and a Ground Source Heat Pump may be combined to form a geosolar system for even greater efficiency. Any above grade equipment must be incorporated into the landscaping and be of similar color.

Wind
Wind energy systems may be allowed but must conform to the Park City Municipal Corporation Land Management Code.

Construction Waste Mitigation & Recycling
Builders are required to reduce, reuse and recycle construction waste to include wood, drywall, metals, concrete, dirt and cardboard. A project construction recycling center will be established on ~~Parcels I or J~~ site. Separate recycling bins will be provided for different materials and it will be the responsibility of each contractor to ensure that jobsite material is recycled to the greatest extent possible. Builders are to incorporate strategies such as "efficient framing" techniques and "optimum value engineering" that reduces the amount of wood used in the framing process without compromising structural integrity. Framing with engineered lumber rather than dimensional lumber is encouraged. Engineered lumber makes good use of small trees and wood chips, where dimensional lumber comes from big trees and represent more raw material than alternatives such as roof trusses, I-joists (floor trusses), laminated veneer lumber (LVL), and structural insulated panels (SIPs).

Solar placement may vary to maximize effectiveness