

**PARK CITY COUNCIL MEETING
SUMMIT COUNTY, UTAH,
JANUARY 31, 2013**

PUBLIC NOTICE IS HEREBY GIVEN that the City Council of Park City, Utah will hold its regularly scheduled meeting at the Marsac Municipal Building, City Council Chambers, 445 Marsac Avenue, Park City, Utah for the purposes and at the times as described below on Thursday, January 31, 2013.

Closed Session

3:00 p.m. Personnel, property and litigation

Work Session

4:30 p.m. Council questions/comments

4:40 p.m. Legislative update

5:00 p.m. Radon Awareness Month

5:15 p.m. Historic Preservation Board interviews

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Closed Session

5:45 p.m. Personnel

Regular Meeting

6:00 p.m.

I ROLL CALL

II COMMUNICATIONS AND DISCLOSURES FROM COUNCIL AND STAFF

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

IV RESIGNATIONS AND APPOINTMENTS

Consideration of an appointment to the Historic Preservation Board to fill an unexpired term to May 2014

V NEW BUSINESS *(New items with presentations and/or anticipated detailed discussions)*

1. Consideration of the Richards/Park City Municipal Corporation Annexation and Zoning Map Amendment, in a form approved by the City Attorney

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(a) Public hearing

(b) Action

2. Consideration of a lease of City property for agricultural uses between Franklin D. Richards and Park City Municipal Corporation, in a form approved by the City Attorney

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VI ADJOURNMENT

A majority of City Council members may meet socially after the meeting. If so, the location will be announced by the Mayor. City business will not be conducted. Pursuant to the Americans with Disabilities Act, individuals needing special accommodations during the meeting should

notify the City Recorder at 435-615-5007 at least 24 hours prior to the meeting. Wireless internet service is available in the Marsac Building on Wednesdays and Thursdays from 4 p.m. to 9 p.m.

Posted: 01/28/13

See: www.parkcity.org

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

31 Liza Gone

February 2013

- 7 Legislative update
GIS app
RMP substation – work
COSAC resolution
Appointments to COSAC
Water involvement contract – PR
Resolution establishing a strategic plan for City-owned property with development potential in Park City, Utah and repealing and replacing Resolution No. 22-05 in its entirety
- 14 Legislative update
Liquor license amendments
RAB Visioning
Award of EECA Contract - JC
- 18 *Presidents Day – City offices closed*
- 21 **No meeting**
- 21-22 *Visioning Sessions*
- 28 **Dana Gone**
Legislative update
315 Park Ave. Subdivision Plat Amend. – KW
1492 Park Avenue Plat Amendment

March 2013

- 7
- 14
- 21
- 28

April 2013

- 4
- 11
- 18
- 25

Pending Items:

- Main Street improvements
- Reselling lift ticket ordinance
- Appointment to Historic Preservation Board
- Wasatch Front and Back mountain resort expansions – Mayor Becker team
- Latino Community outreach and engagement – study
- Visioning w/County - Phyllis



City Council Staff Report

Subject: Radon Action Month
Author: Jim Blankenau
Department: Sustainability
Date: January 31, 2013
Type of Item: Radon Awareness

Summary Recommendations:

Alert residents to the potential hazards of radon and encourage testing of homes and mitigate (as necessary).

Topic/Description:

Next to smoking, radon gas is the biggest risk factor for lung cancer in the United States. To raise awareness and promote action, January 2013 has been declared "Radon Action Month" by Governor Herbert. Staff would like to raise awareness of the risks associated with radon and encourage testing of homes.

Background:

Radon, a natural decay product of uranium, is a radioactive gas released from rock, soil, and water. It is a known human carcinogen, causing about 21,000 deaths in the United States annually. The U.S. Surgeon General advises all residents to test their home for elevated radon levels.

Analysis:

Any home can have a radon gas problem. The Utah Department of Environmental Quality, Division of Radiation Control (DRC) recommends Utahns make testing their homes for radon gas a top priority. "Exposure to indoor radon kills thousands of people every year," warned DRC Radon Program Coordinator Christine Keyser. "Since approximately one-third of the homes tested in Utah have elevated levels of radon gas, I strongly encourage all Utah residence to test for radon. Testing is the only way to know if you and your family are at risk."

Radon test kits are available at any hardware retail store or \$7 kits may be ordered on the DRC's website at www.radon.utah.gov or by calling 800-324-5928. Additional information on radon can be found at the state's web site www.radon.utah.gov.

If elevated levels are detected there are various methods for reducing radon concentration to acceptable levels. Although there are costs associated with fixing a radon problem, it is money well spent when considering lung cancer has only a 15% survival rate five years after diagnosis.

Department Review:

This report was reviewed by Legal and Executive Departments.

Significant Impacts:

	World Class Multi-Seasonal Resort Destination (Economic Impact)	Preserving & Enhancing the Natural Environment (Environmental Impact)	An Inclusive Community of Diverse Economic & Cultural Opportunities (Social Equity Impact)	Responsive, Cutting-Edge & Effective Government
Which Desired Outcomes might the Recommended Action Impact?		+ Mitigate Mining Legacy Including Mine Waste, Soils and Physical Hazards		+ Engaged and informed citizenry
Assessment of Overall Impact on Council Priority (Quality of Life Impact)	Neutral 	Positive 	Neutral 	Positive 
Comments:				

Recommendation:

Alert residents to the potential hazards of radon and encourage testing of homes and mitigate (as necessary)

City Council Staff Report



PLANNING DEPARTMENT

Subject: RICHARDS/ PCMC
ANNEXATION AND ZONING
Date: January 31, 2013
Planner: Kirsten Whetstone, MS, AICP
Project Number: PL-12-01482
Type of Item: Annexation and Amendment to the Zoning Map

Summary Recommendations

Staff requests the City Council conduct a public hearing, consider any input, discuss the Planning Commission recommendation, and consider approving the Richards/PCMC Annexation and zoning map amendment based on the findings of fact, conclusions of law, and conditions of approval in the draft ordinance and subject to the attached draft Annexation Agreement.

Description

Project Name: Frank Richards/ PCMC Annexation and Zoning
Applicant: Franklin D. Richards Jr. Family Trust and Park City Municipal Corporation (PCMC), owners
Representative: Steve Schueler, Alliance Engineering
Location: North of Payday Drive and West of SR 224
Requested Zoning: Single Family (SF) and Recreation Open Space (ROS)
Neighboring Land Uses: Single family residential subdivisions Thayne's Canyon, Thayne's Creek Ranch, Iron Canyon, Aspen Springs), dedicated public open space, SR 224, Rotary Park, and Peaks Hotel.

Proposal

The applicants are requesting annexation and zoning approval for two separately owned parcels. The Frank Richards Parcel is approximately 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) (Exhibits A and B).

The property is located north of Payday Drive (north of the Thayne's Creek Ranch Subdivision), southeast 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.

The City is not seeking any changes to the 19.74 acre PCMC Parcel, except to annex it to the City and zone it as Recreation Open Space (ROS), amending the City's Official Zoning Map. Frank Richards is seeking a seven lot single family subdivision (Exhibits C and D).

Background

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.

The petition was accepted by the City Council on February 16, 2012 and certified by the City Recorder on March 1, 2012. Notice of certification was mailed to affected entities as required by the State Code and notice was published in the Park Record according to the State Code. The protest period for acceptance of the petition ended on April 1st. No protests to the petition were filed.

The PCMC Parcel is utilized for grazing and pasture, with a groomed ski trail along Hwy 224. In 1999 the City purchased this 19.74 acre parcel from Frank Richards through a purchase agreement with the Trust for Public Land. The land was originally part of the Frank Richard's property. This PCMC Parcel is subject to a Deed of Conservation Easement (Exhibit E) in favor of the Summit Land Conservancy. Upon annexation the PCMC Parcel will remain as open space subject to restrictions of the Conservation Easement.

On May 9, 2012, the Planning Commission conducted a public hearing and discussed the proposed annexation and preliminary subdivision plat. The hearing was continued until May 23, 2012. As there was no May 23rd Planning Commission meeting and all items were continued to June 13th. Staff and the applicants were continuing to work out details of the preliminary plat and were not prepared with a staff report for the June 13th meeting. At that meeting the Commission opened the public hearing and continued the item to the June 27th meeting. There was no input at the June 13th meeting. On June 27th the item was continued to September 26th.

On September 26th the Planning Commission conducted a public hearing, discussed the revised preliminary subdivision plat, and continued the item to October 24th. At the October 24th meeting the item was continued to November 28th and again continued to December 12th to allow the applicant and Staff to complete the draft annexation agreement. At the December 12, 2012 meeting the Planning Commission discussed the use of the PCMC Parcel by the lot owners, the conservation easement on the PCMC Parcel, incentives for encouraging the equestrian component, fencing and barn design and location, preliminary plat and lot layout, and public benefits of the annexation. The Commission continued the item to January 9th, 2013. (See Exhibit G for meeting minutes).

At the January 9th meeting the Commission conducted a public hearing, discussed the annexation and zoning map amendment, and voted 4 to 2 in favor of forwarding a positive recommendation to the City Council (see below for a description of the Planning Commission's discussion and recommendation to City Council).

Planning Commission Recommendation

At the January 9th meeting, the Planning Commission voted 4 to 2 to forward a positive recommendation to the City Council. The Commission generally concurred that remaining issues, such as fencing type and location, house and barn design and location, and limitation of hard surface areas and driveways were items that were better addressed at the time of review of the final subdivision plat. Two commissioners expressed concern about the placement of the barns on lots 1, 2 and 6 of the subdivision; future attempts to increase density beyond that provided for in the annexation agreement; and movement of the disturbance areas provided for in the final subdivision plat. In order to create more layers of regulation and to control location of the barns, the Planning Commission recommended that the eastern most 80' of Lots 1, 2, and 6 and the northern most 250' of Lot 7 be zoned Recreation Open Space (ROS) with the remaining portions of these lots zoned Single Family (SF) (see Exhibit G). One commissioner voted "nay" based on opposition to the bi-furcated zoning and one Commissioner voted "nay" because of a perceived lack of public benefits provided by the Petitioner

Staff requests discussion on the Planning Commission recommendation

Staff's recommendation at the Planning Commission meeting was that the entire Richards Parcel be zoned Single Family (SF) and that the seven units of density are restricted by both the annexation agreement and the final subdivision plat, with specific plat notes addressing these concerns. Staff recommended conditions of approval of the annexation, as stated in the attached draft Ordinance, to address both the density and barn location issue. Staff recommended the following:

- That the Annexation Agreement and final plat state that the maximum density of the Richards Parcel (final subdivision) is seven (7) lots and lots may not be subdivided to increase the density of the subdivision.
- That each lot may be developed with only one dwelling unit, recognizing that Lot 5 is currently developed with one dwelling unit and one guest house that may remain.
- Plat note on the final plat state that the barns are not for human occupation.
- Plat notes require a fencing plan be provided with the final plat.
- Specific building pads and limits of disturbance, for a house, barn, and driveway/hardscape locations, shall be identified on the final subdivision plat.

City Legal Staff requests the Council discuss the Planning Commission and Staff recommendations in light of the Owner's objections to bi-furcating the lots with two zones (Exhibit K).

City Staff finds that the Planning Staff's recommendations and conditions of approval are consistent with conditions of other annexations and meant to ensure the agreed upon density will remain and the conditions required of the final plat will provide the Planning Commission the opportunity to locate barns and houses in the most visually and environmentally sensitive manner. Lots 1, 2,

and 6 are located greater than 700' from State Highway 224 ROW. Lot 7 is located between 540' and 740' from the State Highway. The land between Hwy 224 and the lots is protected open space by virtue of Petitioner's 1999 conveyance of that property to PCMC. Since 1999, Petitioner has continued to be the steward of the PCMC Parcel. The property line between the PCMC Parcel and the private lots is proposed to be fenced, where it is not currently fenced, to protect the open space from encroachment by lot owners and unpermitted uses. Staff finds that these recommended conditions are reliable to ensure the agreed upon density and are consistent with the goals and objectives of the General Plan and purpose statements of the proposed zoning districts.

Description

The current owner of the Richards Parcel, The Franklin D. Richards Jr. Family Trust, represented by Mr. Frank Richards, is seeking a seven lot single family equestrian subdivision on 13.75 acres. The existing house and guest house are proposed to be located on one lot with six additional single family lots proposed on the remaining property. Five of the lots are proposed as equestrian lots and will be of sufficient lot area to allow 2 or more horses per lot (the LMC requires a minimum of one acre of lot area for each 2 horses, e.g. 2 acres would permit up to 4 horses, etc.), depending on the lot size. An eighth (non-residential) lot is proposed for an existing indoor riding arena restricted as a commonly owned lot by the future subdivision HOA and restricted to have no residential density. This lot is located south of Lot 7 and would be part of the final subdivision plat with restrictions as to use identified on the plat (Exhibits C and D).

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).

The property is the entirety of properties owned in this location by these applicants that have not already been annexed to the City. As stipulated by the Annexation Policy Plan, the Annexation Petition is required to consider all un-annexed property owned by the Petitioners when considering an annexation petition. Richards and PCMC do not own other property in the general area that is un-annexed. 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 and no curb-cuts are proposed directly off of Highway 224 with this annexation or with the proposed subdivision plat.

Review pursuant to Utah Code Annotated (UCA) Sections 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 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; assure orderly growth and development of the Park City community in terms of utilities and public services; 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 the Deed of Conservation Easement on the PCMC Parcel and the restrictions on building pad location for the Richards Parcel the property will maintain the agricultural character of the Richard's Farm as viewed from the entry corridor. The subdivision as proposed compliments the character of the open space Petitioner conveyed to PCMC in 1999. The future development will provide single family lots that allow for horses that are compatible with development in the surrounding neighborhoods and that enhance the rural and resort image of Park City.

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 fees and parkland fee, will be collected according to the fee schedule at the time of building permit application. The access road to the Richards Parcel lots will be privately owned and maintained.

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

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 to the Park City Municipal boundary. The parcel is within the Annexation Expansion Area, as described by the adopted Annexation Policy Plan. The property consists of a 19.74 acre City open space parcel and a 13.75 acre farm that includes 2 houses, various barns and agricultural buildings, out buildings, horse training facilities, a pond, pastures, fields, irrigation ditches, an accessory apartment for farm help, and other associated uses.

Significant wetlands on the property have been mapped and will be protected from development with ROS zoning designation and/or limits of disturbance areas to be identified on the final subdivision plat. 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.

3. Density

PCMC, as applicant of the PCMC Parcel, is not requesting any change from the current open space designation and seeks no density. Frank Richards seeks approval of a 7 lot subdivision on the 13.75 acres for an average density of 0.51 units per acre (1.9 acres per unit net) with lots ranging in size from 0.51 to 3.28 acres. No commercial density is proposed. Two houses currently exist on the property and are proposed to be located on Lot 5 as a main house and a guest house. Single Family (SF) zoning would allow up to 3 units per acre or up to 36 lots if the 2.5 acres of wetlands are subtracted from the 13.75 acre total. However, a proposed condition of the annexation would restrict further subdivision of the lots beyond the total proposed seven residential lots with Lot 8, a lot to be platted for the riding arena, to be held in common by the HOA, and deed restricted to not be developed in the future as a lot of record for any residential density. The proposed density is consistent with the surrounding neighborhood (see # 5 below). Four lots (Lots 1- 4) are proposed as Phase One with Lots 5-8 proposed for a future Phase Two subdivision plat. Lot 8 is the common lot for the indoor riding arena.

The 0.51 and 0.63 acre lots west of the entrance driveway may be combined into one lot that would allow a total of two (2) horses. The remaining lots are sufficient in area to allow horses, as permitted by the SF zoning district at a rate of 1 acre per 2 horses. Lots 1 and 2 could each have up to 2 horses, Lot 6 could have up to 4 horses and Lot 7 has acreage for up to 6 horses, however given the wetlands area, the number of horses maybe restricted based on an animal management plan required to be submitted with an administrative Conditional Use Permit application for raising and grazing of horses.

The preliminary plat identifies maximum building footprints and house sizes for the proposed Lots. The preliminary plat also identifies maximum disturbance areas that are subject to landscaping and irrigation, and maximum footprints and locations for accessory barns. Barns will be restricted to use for horse related activities and will not be allowed for human occupation. Pasture areas will be designated on the lots and maybe irrigated and utilized by horses. The required maintenance and condition of these pasture areas (irrigation, weeding, fertilizing, etc.) and the design of the barns shall be described in the CCRs with enforcement by the HOA. Location of barns and houses is spelled out on the preliminary plat. Barns are required to be separated from homes by a minimum of 75 feet. This setback is shown on the preliminary plat.

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. The proposed development configuration will not preclude use of the open areas and water features of the annexation area by wildlife. The Frank Richards Parcel is currently fenced and the wildlife successfully navigates the existing fences to get to the PCMC Parcel. The area is bounded on three sides by development as it is an infill site and on the fourth by a State Highway. Preserving the wetlands areas with ROS zoning will provide protection for wildlife using both Native and non-native grasses and low shrubs as cover on the property. Providing a fencing plan at the time of the final subdivision and with each building permit will allow Staff to review additional impacts on wildlife movement through the site. In terms of species of special interest, the property is not identified as prime habitat for endangered, threatened or other species of concern, such as the sage grouse.

Environmental Issues

The annexation is outside the City's Soils Ordinance District and does not contain areas of Steep or Very Steep Slopes. Irrigation ditches flow through the property and easements will be required on the final plat to ensure that downstream users have access to their water rights. Wetland areas have been officially delineated and required setbacks from these areas for any development are identified on the preliminary plat.

Utility & Access

- At this time the applicant has proposed a preliminary utility and access plan to serve the property. Water is proposed from Payday Drive. Sewer service will be provided by SBWRD. SBWRD shall approve the utility plan and will be a signatory on the subdivision plat. 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. Other utilities are available in the area.
- A final utility plan is required to be submitted with the final subdivision plat, for review and approval by the City Engineer, as a condition precedent to recordation of the subdivision plat.
- Appropriate guarantees for any public improvements associated with development on this property will be 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.
- Proposed lots 1, 3, and 4 have direct access to Payday Drive consistent with the pattern of development on the street. Staff recommends a note on the final subdivision plat that the houses on Lots 1 and 3 be designed to front onto Payday Drive, even if the garage access is from the private driveway. Lots 1, 2, 5, and 6 can be accessed from Payday Drive via a private road, to be constructed with a fire district approved turn-around and fire hydrants.

5. 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. Petitioner intends to enter into the Lease of the PCMC Parcel, a draft of which is attached to the Heinrich Dieters staff report in this packet. The Exhibit shall provide for uses by Petitioner consistent with current uses and shall run for the remainder of Petitioner's life. 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 neighborhood. The preliminary subdivision plat indicates limits on both building footprint and maximum house size. See Exhibit H for Staff's analysis of Lot and house sizes comparison in the surrounding area. One characteristic of the neighborhood is the prohibition of Nightly Rentals. The Single Family zoning district designation would also prohibit Nightly Rentals in this subdivision in keeping with the neighborhood character. See Exhibit F for visual analysis depicting the proposed preliminary subdivision plat.

6. Zoning- existing and proposed

Existing zoning is Rural Residential. Proposed zoning of the PCMC Parcel is Recreation Open Space (ROS) and proposed zoning of the Richards Parcel is Single Family (SF) with the northern wetlands area proposed as ROS. The SF zoning of the Richards Parcel is consistent with the zoning on all of the surrounding subdivisions. The SF zone does not allow nightly rental uses and restricting this use is consistent with the character of the surrounding the neighborhood. The Annexation Agreement and preliminary plat would limit the total number of single family dwelling units (lots) to seven (7) and the final plat would include a note indicating that no further subdivision of lots is permitted.

7. Goals and Policies of the Park City General Plan

(See (B) below.)

8. Assessed valuation

Annexation of the PCMC Parcel will have a neutral impact on the property's assessed valuation and annexation of the Richards Parcel will have additional property tax revenue for the City associated with the development of new single family homes. The SF zoning would not allow nightly rental use and therefore the properties would likely be full time residents or second home properties without nightly rental. Larger lots as required for horse properties would generally have a higher assessed valuation.

9. Demand for municipal services

All essential services will be provided by existing entities. These services include: Park City Fire District, Park City Water, Snyderville Basin Water Reclamation District (SBWRD - sewer), Park City School District, Questar gas, Rocky Mountain Power- power, Comcast - cable, Qwest - gas, and trash removal per Summit County contractor.

10. Water

Petitioner will enter into a Water Agreement, a draft of which is attached hereto as Exhibit L, with PCMC within 30 days of the effective date of City Council approval of this annexation.

10. Effect on City boundaries

This annexation does not create an island, peninsula, or other irregular shaped City boundary, but rather eliminates an existing island. 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

A final utility plan will be submitted for approval by the City Engineer, as a condition precedent to recordation of the final subdivision plat. A timetable of extending these services shall be provided with the final subdivision plat application. Sewer service is provided by SBWRD who shall approve the 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. All required utilities shall be installed, inspected, and accepted prior to issuance of any building permits for vertical construction on the new lots.

12. Revenue versus costs

The applicant provided a brief economic analysis of revenue versus costs, similar to the study provided for the 2 lot Bernolfo Annexation. There will be no public streets to maintain or plow as the driveway for Lots 1, 2, 5, 6, and 7 will be a private road with private maintenance. Impacts to the City and School District are as expected for single family home development, due to typical expenses for residential property (library, parks, police, fire, code enforcement, etc.). Some of the expenses will be off-set by increased property tax revenue from the proposed houses.

13. Tax consequences

The Richards property will be entirely privately owned. Revenue will be generated through property taxation. Tax consequences are that there will be some increased tax revenue for the City if this parcel is annexed and additional homes are constructed, especially true if some of these properties become second home residences.

14. Impact on Summit County

Summit County will lose that portion of sales tax revenue that will be paid to Park City; however Park City not Summit County will be responsible for providing municipal services. Control of the development will be the City's jurisdiction and responsibility.

15. Historic and cultural resources

There are no known historic or cultural resources identified on the property according to information on record at the State, County, and City historic resources. Staff recommends that 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 and/or cultural resources shall be submitted to the City. Any discovered historical structures shall be added to the City's Historic Sites Inventory, and designated as either "Significant" or "Landmark" according to the criteria as listed in LMC Chapter 11.

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

City Staff has reviewed the proposed annexation (Exhibit J) and revised preliminary plat (Exhibit C) 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 along all property boundaries. It is a logical extension of the City boundaries to annex these properties, as they currently exist as an island of County jurisdiction 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 goals of 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 property is an infill property within the Park City developed neighborhood area and is not within a specific planning area of the Park City General Plan. Applicable goals and objectives of the "Undeveloped, Zoned Land " (pp 57-58) are as follows:

- ***Direct development to the toe of slopes, preserving ridge tops, meadows, and visible hillsides. Open space foregrounds should be incorporated in development proposals to enhance the visual experience of open space.***
- ***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.*
- *Encourage comprehensive, efficient developments that consider the overall impacts on surrounding properties. Phasing plans for such projects will be necessary to avoid the premature expansion of utilities and other public facilities.*
- *Encourage distinct neighborhoods surrounded by open space. Develop neighborhood specific design guidelines to promote neighborhood cohesiveness.*
- *Approve development only when adequate public services and facilities are available or will be available when needed to serve the project.*
- *Encourage affordable housing in close proximity to lodging, bus routes, resorts, etc.*
- *Require traffic routing and street design that minimizes grading, minimizes impacts on existing residents, and reduces dependency on the automobile.*

Additionally, the General Plan established goals designed to address foreseeable problems and express community aspirations (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.*
- *Plan for realistic population growth consistent with the City's vision*

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

(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 a contiguous area and that is contiguous to Park City's boundaries. The remaining 1 acre

“island” to the west is not contiguous and has no access or easements for access to a public street. The City will pursue annexation of this island once the issue of access has been resolved.

(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.

This annexation does not create an island or peninsula of County property and the other small island is not a contiguous area and is an existing island today. The annexation does not create an island. The City will pursue annexation of the remaining small non-contiguous island of Summit County once the issue of access has been resolved. The proposed annexation does not create an irregular boundary and resolves an existing irregular situation.

(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 on Public Streets- ***The City will not provide snow removal from Private Streets within the property. The owner is proposing a private driveway to be maintained by the HOA.***
- Street maintenance- ***The City will not be financially responsible for providing maintenance of private property.***
- Planning, zoning, and Code enforcement- ***Currently Summit County Planning and Building Department and would transfer to the City departments of planning, building, and engineering. This provides a more efficient level of service as Summit Planning and Building services are primarily in Coalville.***
- Availability of municipal sponsored parks and recreational activities and cultural events and facilities ***Parks are public and open to County and City residents. This annexation will provide a public sidewalk connecting from the existing Thayne’s Creek Ranch sidewalk to Iron Mountain Drive to provide pedestrian connectivity to a nearby park known as Rotary Park. The PCMC Parcel contains groomed winter trails connecting the Farm trails to the Golf Course trails.***
- 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 the 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. ***The property is subject to an Annexation Agreement and Water Agreement that will spell out the terms of water use and requirements. Water rights owned by Frank Richards will be made available for purchase to the lot owners for irrigation and stock water, however because of the later priority date of the water right and possibility that other rights with higher priority could leave the owners without water at certain times, the City Water Department is requiring that the normal water impact fee be paid at the time of building permit issuance, based on the total disturbance area. A final utility plan will be submitted for approval by the City Engineer, as a condition precedent to recordation of the final plat.***

- (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. ***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. Annexation is conditioned on Petitioner's execution of a Water Agreement. A final utility plan will be submitted for approval by the City Engineer, as a condition precedent to recordation of the final subdivision plat. Sewer service is provided by SBWRD who shall approve the utility plan and plat prior to recordation. Ownership of water rights will not affect the application of the Impact Fee Ordinance to the Property.***
- (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 development have been taken into consideration and conditions of approval are recommended in the ordinance and the Annexation Agreement to provide clarity and mitigation of impacts.***

Review of the final subdivision plat will consider issues of fire protection and access, fencing, limits of disturbance, house size, house orientation and access, open space protection, landscaping of public ROW and common areas, landscaping of individual lots, location of barns and horse pastures, sidewalk easements, protection of Sensitive Areas, protection of view corridors, final utility plans, and general design guidelines for houses and barns.

- (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 of this annexation does not contain existing Geologic Hazards, excessive Slopes, or flood plains. The property is currently vacant pasture land with native grasses and existing irrigation ditches. Wetland areas have been formally delineated and required setbacks are proposed to be identified, consistent with the preliminary plat, on the final plat. The final subdivision plat will need to address these irrigation ditches, as they have the potential to create flooding during peak flow time, provide easements across private lots, and consider language requiring the HOA to maintain the ditches in a manner as to protect adjacent property from flooding and other negative impacts.***
- (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 and the Richard's Farm into the City limits to preserve the sensitive lands and view from the Hwy 224 entry corridor, preserve the Richard's Farm to a large extent to retain the agricultural and pastoral character of the property, allow for development of a single family equestrian oriented neighborhood and to efficiently provide municipal level services.

The annexation also provides an opportunity for the City and Property Owner to enter into a written agreement regarding any allowed use of the PCMC Parcel for such uses as grazing of horses, raising and cutting of hay, maintaining irrigation ditches, and protecting and/or restoring sensitive streams and wetlands as allowed by the existing Deed of Conservation Easement on the PCMC Parcel.

The proposed zoning will retain the neighborhood character of single family homes on larger lots with a prohibition on Nightly Rental within the subdivision. Conveyance of significant water rights to a third party that could be available and beneficial to the City, by keeping the use of those rights higher in the drainage is a benefit of this annexation. Additionally, local control of development in the prominent 224 entry corridor, pedestrian connectivity along Payday Drive, reduction of density from the typical SF zone density, provision of an affordable housing unit, and requirement of LEED Silver housing construction are some of the community benefits of this annexation.

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. Staff finds the proposed annexation agreement complies with all requirements and criteria of the Park City Annexation Policy Plan regarding Annexation Agreements (Exhibit I).

Public Hearings

On May 9, 2012, the Planning Commission conducted a public hearing on the annexation and zoning proposal. One neighbor, from Iron Canyon subdivision, spoke in favor of the proposed annexation and subdivision and was anxious to see a nice development. One neighbor from the Thayne's Creek area was in favor of the equestrian lots but had concerns about someone who didn't want to have horses being able to build a larger house on the pasture area. She also wanted to know whether the subdivision would affect the rights for horses to use the pasture area on the PCMC Parcel, as it is now used.

Staff received several emails from the surrounding neighborhood after the courtesy mailing was sent out. These emails consisted of requests for information regarding the annexation, such as requests for a copy of the plat of the property and proposed subdivision, timing of the process, explanation of the open space zoning (ROS), and the size of lots allowed in the SF zone, and whether horses would still be allowed on the pastures along Hwy 224. Staff responding to each email providing the requested information. In follow-up, Staff provided a link to the Planning Commission packets and posted information on the City's website under "Community Development".

On December 12, 2012, the Planning Commission conducted a public hearing and public input was received regarding the proposed fences and barn design. Public comment included a request that not all barns should be the same and that barn design should relate to the design of the house. The Commission concurred. An adjacent neighbor requested that fencing be high quality, similar to existing fencing that is along his back yard. The applicant agreed to submit a fencing plan for the next meeting.

Staff received additional comments from adjacent neighbors expressing the desire to see continued use of the PCMC Parcel for grazing of horses and raising and cutting of hay, and comments that the proposed zoning and lot layout is compatible with the surrounding neighborhood. Staff also received comments regarding the maintenance of irrigation ditches. No public input was provided at the January 9th, 2013 public hearing.

Department Review

The application was reviewed by the Interdepartmental Development Review Committee on February 14th and September 18, 2012. All issues raised have been addressed by the applicant and/or by conditions of approval outlined in the attached Ordinance or Annexation Agreement.

Notice

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 State Code. Staff provided a separate notice for the City Council hearing, including legal notice, posting of the property, and courtesy notices to the surrounding property owners.

Future Process

Annexations require Planning Commission recommendation and City Council approval and become finalized pending publication of the ordinance and compliance with state code filing procedures. A final subdivision plat consistent with the preliminary plat reviewed with the annexation, to create legal lots of record; dedicate access, utility, drainage, snow storage and irrigation easements; identify building pads for houses and barns; identify limits of disturbance areas; identify setbacks for protection of wetlands; and memorialize plat notes per conditions of approval is a requirement prior to commencing of site work and issuance of building permits.

Subdivision plats are reviewed by the Planning Commission with final action by the City Council. No development can commence until the final plats are recorded by the Summit County Recorder and building/construction permits have been issued by the City and all financial guarantees have been posted.

Summary Recommendations

Staff requests the City Council conduct a public hearing, consider any input,

discuss the Planning Commission recommendation, and consider approving the Richards/PCMC Annexation and zoning map amendment based on the findings of fact, conclusions of law, and conditions of approval in the draft ordinance and subject to the attached draft Annexation Agreement.

Exhibits to Staff Report

Ordinance

Exhibit A- Annexation Plat

Exhibit B- Vicinity Map and Proposed Zoning

Exhibit C- Preliminary Subdivision plat

Exhibit D- Applicant's letter

Exhibit E- Conservation Easement

Exhibit F- Visual Analysis

Exhibit G- Minutes of the Planning Commission meetings

Exhibit H- House size comparison

Exhibit I- Annexation Agreement- Draft

Exhibit J- Annexation Application information

Exhibit K- Applicant's letter regarding zoning

Exhibit L- Water Agreement- Draft

Ordinance 13-

AN 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 PARCEL AS RECREATION OPEN SPACE (ROS) AND THE RICHARDS PARCEL 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 Plat (Exhibit A);

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 Legal Descriptions (Exhibit B) and Proposed Zoning Amendment map (Exhibit C);

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 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, 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 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 Exhibits A, B and C and according to the Findings of Fact, Conclusions of Law, and Conditions of Approval as stated below and within the Annexation Agreement (Exhibit D).

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, 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 as Exhibit D 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 C.

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 and an existing conditions survey map were also submitted.
5. The preliminary plat indicates four single family home lots in Phase I and three lots in Phase II. 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 Parcel is 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.
 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 subdivision include a total of 7 single family lots and 1 common area lot (Lot 8 of the preliminary 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 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 Deed of Conservation Easement. 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 plat limit the total number of lots to seven (7) 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 providing for the conveyance 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 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 plat 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 a pedestrian crossing at 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 plats 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 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 compliance with state annexation filing requirements, pursuant to the Utah Code Annotated Section 10-2-425.

PASSED AND ADOPTED this ____ day of _____, 2013.

PARK CITY MUNICIPAL CORPORATION

Dana Williams, MAYOR

ATTEST:

Janet M. Scott, CITY RECORDER

APPROVED AS TO FORM:

Mark D. Harrington, CITY ATTORNEY

EXHIBITS TO THE ORDINANCE (Attach at time of publication)

EXHIBIT A- Annexation Plat
EXHIBIT B- Legal Descriptions
EXHIBIT C- Proposed Zoning Map Amendment
EXHIBIT D- Annexation Agreement

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.

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°43'31" East 76.78 feet along section line and North 89°53'23" West 216.84 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 Thayne 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 Thayne Canyon Subdivision plat, recorded July 28, 1971, as Entry No. 113825 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 216.84 feet; thence North 00°06'37" 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°06'37" East 589.65 feet to a point on the southerly boundary of the Annexation and Zoning Plat of the Rose Property, recorded March 17, 1994, as Entry No. 400284 in the office of the recorder, Summit County, Utah; thence along said plot 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 89°53'23" 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 89°53'23" East 30.55 feet to a point on the westerly boundary of Park City Municipal Corporation parcel PCA-103-C-6; 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.

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°43'31" 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 Thayne 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 Thayne Creek Ranch 1A North 89°53'23" West 842.29 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-6; 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 plot boundary the following two (2) courses: 1) South 00°07'58" East 137.13 feet; thence 2) South 89°53'23" East 134.87 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 18.74 acres.

OWNER'S DEDICATION AND CONSENT TO RECORD

KNOW ALL MEN BY THESE PRESENTS that by virtue of a corporate resolution, Park City Municipal Corporation, owner of the herein described tract of land, to be known hereafter as RICHARDS/PCMC ANNEXATION, does hereby certify that it 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 _____, 2012.

Dana Williams, Mayor
Park City Municipal Corporation

ACKNOWLEDGMENT

State of Utah:
County of Summit:

On this ____ day of _____, 2012, Dana Williams personally appeared before me, the undersigned Notary Public, in and for said state and county. Having been duly sworn, Dana Williams acknowledged to me that he is Mayor of Park City Municipal Corporation and that he signed the above Owner's Dedication and Consent to Record freely and voluntarily on behalf of Park City Municipal Corporation and that said corporation executed the same.

Notary Public commissioned in _____

Printed Name _____
Residing in: _____
My commission expires: _____

OWNER'S DEDICATION AND CONSENT TO RECORD

KNOW ALL MEN BY THESE PRESENTS that the undersigned owner of the herein described tract of land, to be known hereafter as RICHARDS/PCMC ANNEXATION, does hereby certify that it has caused this plat to be prepared, and I, Franklin D. Richards, Jr., as Trustee of the Franklin D. Richards, Jr. Family Trust, dated December 24, 2002, do hereby consent to the recordation of this plat.

In witness whereof, the undersigned set his hand this ____ day of _____, 2012.

FRANKLIN D. RICHARDS JR., Trustee

ACKNOWLEDGMENT

State of Utah: ss
County of Summit:

On this ____ day of _____, 2012, Franklin D. Richards, Jr. personally appeared before me, the undersigned Notary Public, in and for said state and county. Having been duly sworn, Franklin D. Richards, Jr. acknowledged to me that he is the Trustee of the Franklin D. Richards Family Trust, dated December 24, 2002, and that he signed the above and foregoing Owner's Dedication and Consent to Record freely and voluntarily on behalf of said Family Trust.

A Notary Public commissioned in Utah
Residing in: _____

Printed Name _____
My Commission Expires: _____



FOUND SECTION CORNER
EAST 1/4 CORNER SECTION 5, T2S, R4E, S48M
STONE WITH "A" Scribed ON TOP

PARK CITY MUNICIPAL CORPORATION
PARCEL PCA-103-C-6

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	185.26
L8	N 04°59'46" W	122.52
L9	S 88°43'56" 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°26'00"
C2	292.50	53.26	10°26'00"

ASPEN SPRINGS RANCH PHASE I

PARCEL PCA-104-C

PARCEL 1

PARCEL 2

IRON CANYON

PAYDAY DRIVE

THAYNE CREEK RANCH 1B

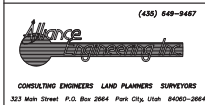
THAYNE CREEK RANCH 1A

RICHARDS/PCMC ANNEXATION

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



SHEET 1 OF 1



ENGINEER'S CERTIFICATE
I FIND THIS PLAT TO BE IN
ACCORDANCE WITH INFORMATION ON
FILE IN MY OFFICE THIS ____
DAY OF _____, 2012 A.D.
BY _____
PARK CITY ENGINEER

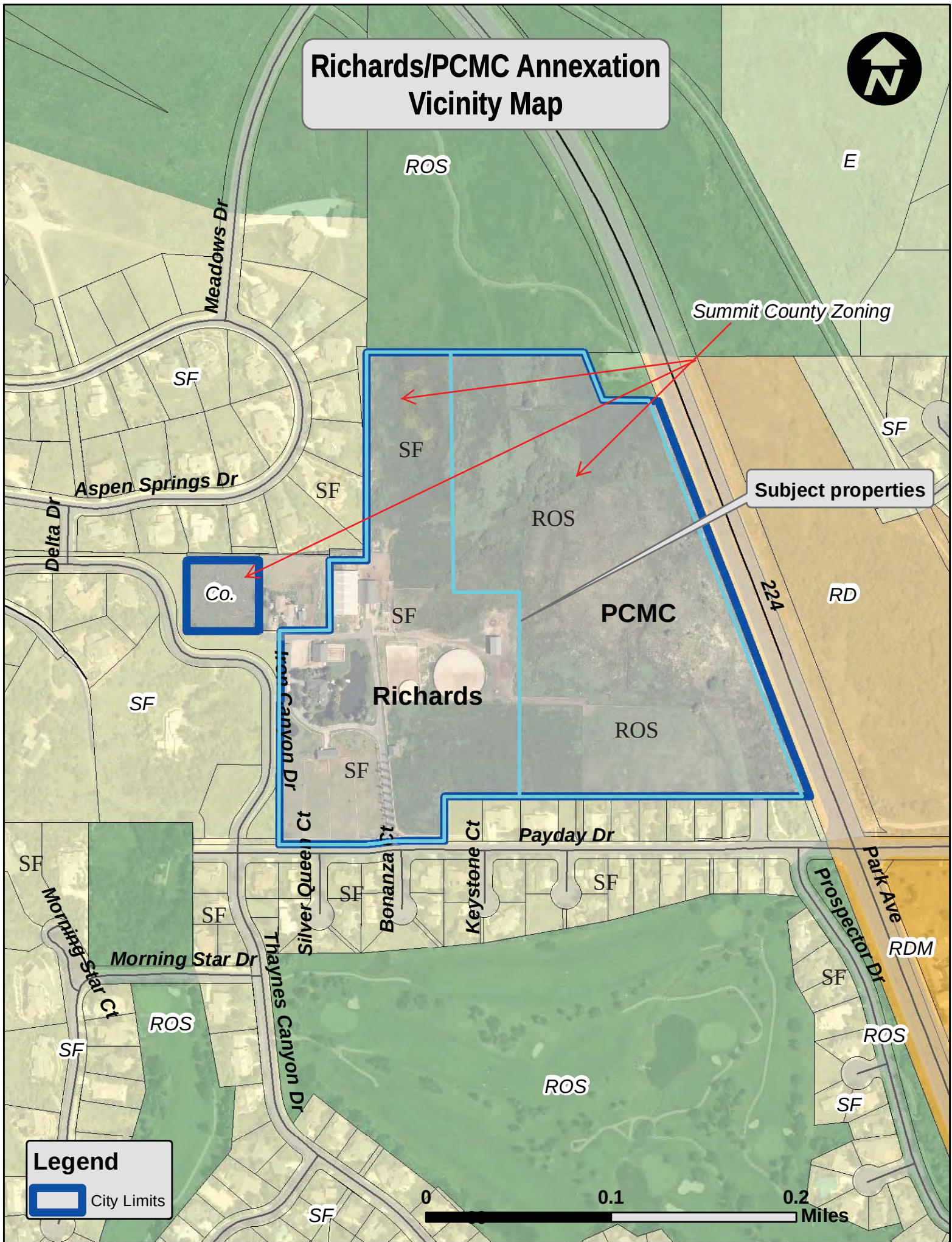
APPROVAL AS TO FORM
APPROVED AS TO FORM THIS ____
DAY OF _____, 2012 A.D.
BY _____
PARK CITY ATTORNEY

CERTIFICATE OF ATTEST
I CERTIFY THIS RECORD OF SURVEY
MAP WAS APPROVED BY PARK CITY
COUNCIL THIS ____ DAY
OF _____, 2012 A.D.
BY _____
PARK CITY RECORDER

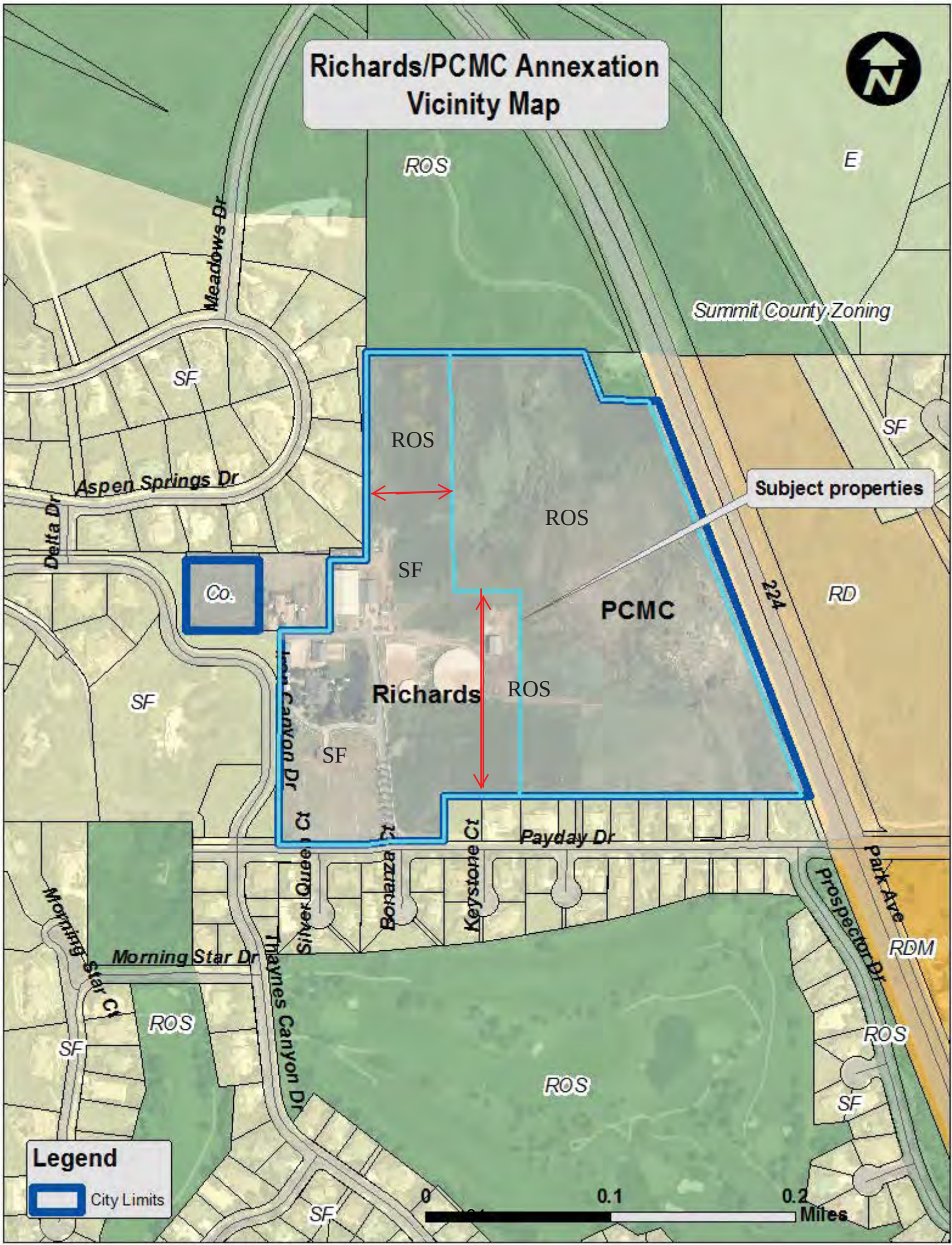
COUNCIL APPROVAL AND ACCEPTANCE
APPROVAL AND ACCEPTANCE BY THE PARK CITY
COUNCIL THIS ____ DAY OF _____
2012 A.D.
BY _____
MAYOR

RECORDED
STATE OF UTAH, COUNTY OF SUMMIT, AND FILED
AT THE REQUEST OF _____
DATE _____ TIME _____ BOOK _____ PAGE _____
FEE _____ RECORDER _____

Richards/PCMC Annexation Vicinity Map



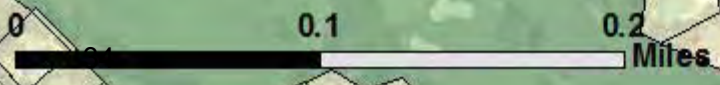
Richards/PCMC Annexation Vicinity Map



Subject properties

Legend

 City Limits



September 24, 2012

To: Park City Planning Commission
From: Frank Richards
Re: Annexation of Thaynes Creek Ranch Estates (Richards Property)

As I get older, I realize the importance of getting my affairs in order.

I purchased the subject property in 1975. There were no improvements, not even perimeter fences. I have owned, constructed all of the improvements and farmed it for over 37 years. That was long before Aspen Springs was conceived, when Enoch Smith had a lovely home on the lake and a fine Standard Bred horse operation. We have always tried to maintain the property in a clean orderly manner, so that it would be an attractive addition to the community.

Hundreds of families, with their children, have come to pet the mares and new colts as they came to the fence on Payday Drive.

Dozens of fundraisers for community charities, and other events, have been held in our indoor arena through the years, always free of charge, and all the community was welcome.

I was persuaded by city officials in the year 2000 to sell 20 acres of the property that fronts Highway 224 to maintain open space and a view corridor into the city and at a bargain price.

During our years in Park City, I have held several positions: The Summit County Board of Commissioners, the Park City Board of the Chamber of Commerce and Visitor Bureau and the Park City Rotary Club. I served the National Ability Center for eight or ten years as President, Board Member and member of the Finance Committee.

I hope it is clear that my heart and soul are in Park City.

We intend to continue to live on this farm as long as we can, but the time has come for us to arrange our affairs and reduce the work and responsibilities and to divide the property so that others can enjoy it as we have.

The proposed subdivision plat should meet the City's criteria and approval of the various agencies' concerned.

We propose seven residential lots on approximately 14 acres. Two lots on Payday Drive are a little over $\frac{1}{2}$ acre each. The remaining lots on the lane range from 1- $\frac{1}{4}$ acres to a little over 3 acres each. All of the lots are significantly larger than lots across the street or properties adjoining the subdivision. We would like to retain the equine character of the farm, since down where I live, I'm still a cowboy. Under



this subdivision plan, I would propose to make some changes. I would remove some of the treasures I have accumulated over the years in the form of fence posts, pine rails, timbers, surplus rolls of fencing, steel pipes, culverts, metal gates and equipment that adjoin Mr. McDonald's rear yard. I would remove the pipe pens that adjoin his rear yard on the north end of the indoor arena. I would also remove the 150 x 50 foot hay and feed barn that interferes with Mr. McDonald's clear view of the ski slopes to the south and landscape the area. I will remove the corrals, pens and cattle-loading chute east of the hay barn and generally clean up the area.

I would extend the asphalt lane to the south boundary of Lot 7, and line it with trees and white fence like the present entry lane to the property.

It is our plan to re-do and make significant improvements to the entry feature on Payday Drive. It will be a premier residential neighborhood.

There have been some suggestions that part of the property should be left as open space. We have been a part of contributing over half of the farm to open space, and in addition, lots 6 & 7 would be over 90% open space. However, if there are those who would like to maintain complete open space or specific views, I would certainly be happy to consider an offer, based on current Aspen Springs lot values.

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 \$1.00 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

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

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

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

1. **Purpose.** It is the purpose of this Easement to assure that the Property will be maintained forever (predominately) in open and recreational use, protecting in perpetuity its scenic, open and undisturbed character and recreational value, and preventing any use of the Property that may significantly impair or interfere with the conservation values of the Property. Grantor intends that this Easement will confine the use of the Property to those activities that are consistent with the purpose of this Easement.
- 1.1 **Baseline Documentation.** To establish the present condition of the Property's agricultural, natural, scenic, recreational and/or other conservation resources and the Property's manmade features, so as to make possible the proper monitoring of future uses of the Property and to ensure compliance with the terms of this Easement, the Parties may prepare an inventory of the Property's relevant resources, features and conditions.
2. **Rights of Grantee.** To accomplish the purpose of this Easement the following rights are conveyed to Grantee by this Easement:
 - a. To reserve and protect the conservation values of the Property;
 - b. To enter upon the Property at reasonable times in order to monitor Grantor's compliance with and otherwise enforce the terms of this Easement; provided that such entry shall be upon prior reasonable notice to Grantor, and Grantee shall not unreasonably interfere with Grantor's use and quiet enjoyment of the Property;
 - c. To enter upon the Property in the case of an emergency as determined by Grantee, in which event Grantee shall notify Grantor prior to entering onto the Property, if possible, or as soon thereafter as is reasonably practical;
 - d. To prevent any activity on or use of the Property that is inconsistent with the purpose of this Easement and to require the restoration of such areas or features of

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

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

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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

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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:

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- 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

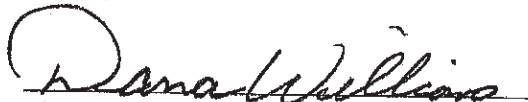
- j. Counterparts. The parties may execute this instrument in two or more counterparts, which shall, in the aggregate, be signed by both parties; each counterpart shall be deemed an original instrument as against any party who has signed it. In the event of any disparity between the counterparts produced,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

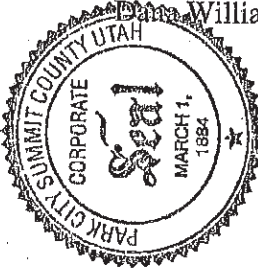
GRANTOR:

PARK CITY MUNICIPAL CORPORATION

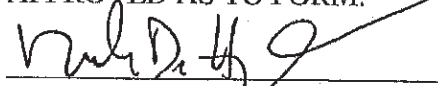

Dana Williams, Mayor

ATTEST:


Janet M. Scott, City Recorder



APPROVED AS TO FORM:


Mark D. Harrington, City Attorney

GRANTEE:

SUMMIT LAND CONSERVANCY

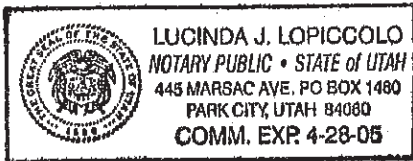

Jennifer Guetschow, Executive Director

BK1688 PC0723

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

BK1688 PG0729

EXHIBIT A

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

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

SC 104-1-B

PCA 104-1-B

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: *[Signature]*

Name: *Ted O. Hansen*

Title: *Vice President*

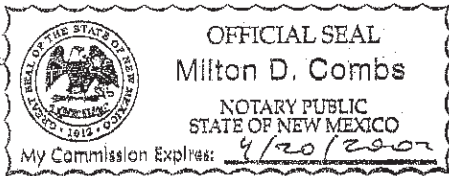
WARRANTY DEED - Page 1

00547438 6801285 P601140-01142
9-1600
ALAN SPRIGGS, SUMMIT CO RECORDER
1999 AUG 31 09:20 AM FEE \$14.00 BY DMC
REQUEST: FIRST AMERICAN TITLE CO UTAH

ACKNOWLEDGMENT

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

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



[Signature]
Notary Public

My Commission Expires:

4/20/2002
(SEAL)

00547638 Bk01285 Pg01141



View (A)
Existing Conditions



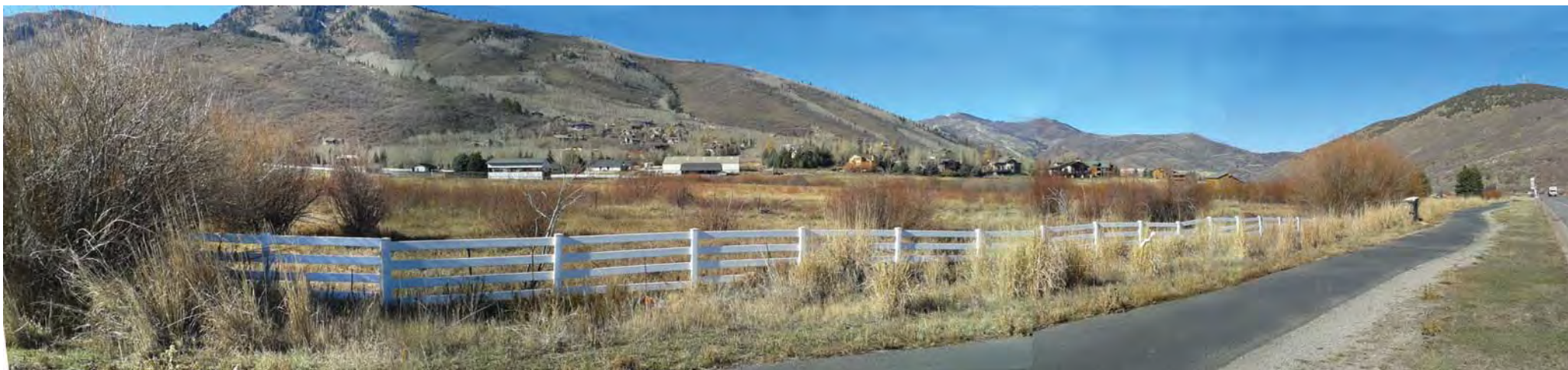
View (A)
With Proposed Houses



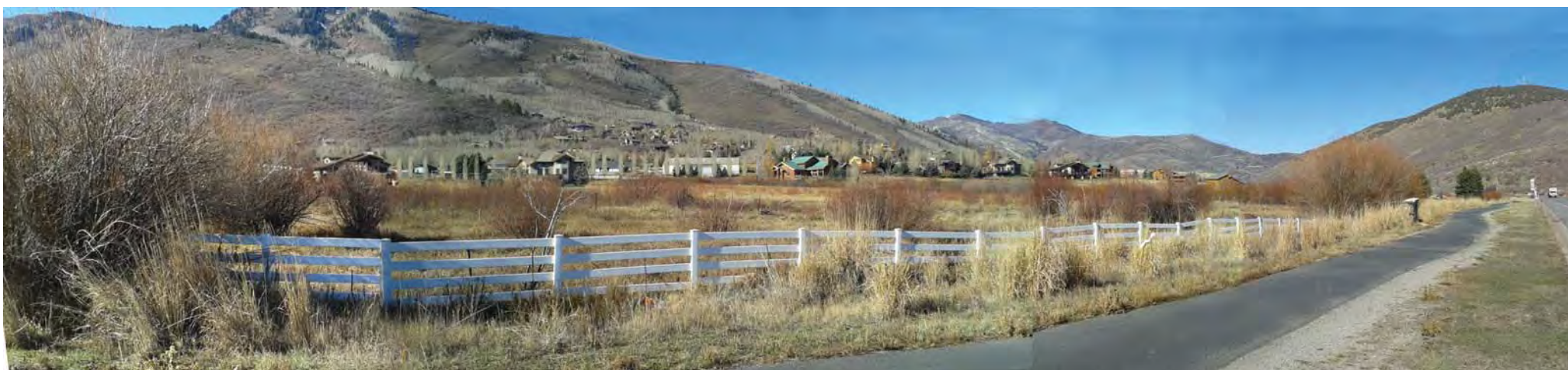
Key

Frank Richards
Thaynes Creek Ranch Estates
Subdivision Visual Simulations

11-26-12



View (B)
Existing Conditions



View (B)
With Proposed Houses



Key

Frank Richards
Thaynes Creek Ranch Estates
Subdivision Visual Simulations

11-26-12



View (C)



View (D)



Key

Frank Richards
Thaynes Creek Ranch Estates
Subdivision Visual Simulations

11-26-12

**PARK CITY PLANNING COMMISSION
WORK SESSION MINUTES
MAY 9, 2012**

PRESENT: Charlie Wintzer, Brooke Hontz, Julia Pettit, Adam Strachan, Nann Worel, Thomas Eddington, Kirsten Whetstone, Polly Samuels McLean

WORK SESSION ITEMS

University of Utah Student Presentation of Wintzer Properties in Bonanza Park

Planning Director Thomas Eddington reported that the City has been working on the Bonanza Park Plan for a number of months. As they began to finalize the concepts for the plan, there was an opportunity to work with Professor Joerg Ruegemer and his students at the University of Utah Department of Architecture to see how they could fit organic development onto some of the existing structures in Bonanza Park. Some of the structures lend themselves well to being redeveloped and utilizing some of their air rights for affordable housing and sustainable housing. The purpose of this work session was to present the University of Utah Architectural Studio that the students had worked on this past semester.

Director Eddington noted that Professor Ruegemer partnered with Charlie Wintzer to look at some opportunities for using the air rights above his storage units on Iron Horse in Bonanza Park for this design studio.

Planner Kayla Sintz stated that this was the start of a great relationship the City hopes to have with the University of Utah on a number of different projects. She noted that the four projects displayed this evening were a sampling of the projects that went to the final jury. She commented on the outstanding work that was done by the U of U students. Director Eddington stated that there were a total of 12 projects with a wide variety of ideas.

Director Eddington introduced Joerg Ruegemer. Professor Ruegemer stated that he is from Germany. In his country they need to be very aware of space and everything is small in density. In Germany it is common to squeeze buildings into six feet wide gaps or to take over existing buildings. He noted that Park City wants to protect their character and keep their density. As more people come in, it is important to use existing spaces in a very smart way. Professor Ruegemer stated that the Wintzer's storage units were designed to withstand a heavy load, which makes them perfect for placing housing on top.

Professor Ruegemer explained that a four-month studio began in January. It was a combination of seminar and studio and the students had to learn how to design energy efficient buildings. Professor Ruegemer explained how the projects were started using a model of the entire Bonanza Park area that was redesigned from their own perspective. As opposed to tearing everything down, the students left everything in place and added to it. Professor Ruegemer stated that the beauty of European cities has grown over many centuries because the structures are not torn down. The existing structures are enhanced and made better.

Four students from the University of Utah presented their own project and answered questions. Each one explained how they designed their project over the storage units under the criteria of affordability, sustainability, livability, and maximizing the use of space. The driving force was

passive strategies and affordable housing.

Director Eddington stated that these students were four of twelve students who were all extraordinary to work with. The amount of thought that went into the projects surprised everyone on the jury, as well as those who attended the two studio sessions. Director Eddington stated that this exercise helped the City recognize things that they sometimes miss as they start looking at a world defined by Code. This was good timing as they continue to work through the Bonanza Park Plan.

Director Eddington thanked Charlie and Mary Wintzer for allowing the students to use their property for this project. Mary Wintzer felt it was a great opportunity since storage units have a bad reputation. For these students to see something new and possible has given everyone else a chance to think outside the box.

Ruth Meintsma wanted to know when these projects would become reality. Director Eddington remarked that it was only a design studio and the projects were designed in theory. However, the City could use these ideas as they move forward with the Bonanza Park Plan and other areas within the community.

Richards/PCMC Parcel – Annexation Petition (Application #PL-12-01482)

Planner Kirsten Whetstone reviewed the request for an annexation of two parcels into Park City. She identified the parcel that is owned by Park City Municipal Corporation and deed restricted for open space. On the west was a 14 acre parcel owned by Frank Richards that they would like to bring into Park City. Planner Whetstone noted that the property is completely surrounded on every boundary by the Park City Municipal Corporation. It is currently considered an island of County jurisdiction. Planner Whetstone stated that the General Plan and the State Code discourages this type of configuration in the City. The property has been sitting as an island for some time and she believed it was created in the late 1980's or 1990's as other pieces were annexed.

Planner Whetstone noted that the requested zoning for the City piece was ROS, Recreation Open Space. The requested zoning for the Richards piece is SF, Single Family, which is consistent with Aspen Springs, Iron Canyon and Thaynes Creek Ranch and the Thaynes Subdivision that surrounds the Park City golf course. Planner Whetstone pointed out that the parcel owned by PCMC would remain open space and no changes would occur. No access was proposed onto the highway or on to Payday Drive. The Richards family was proposing to subdivide the entire 14 acre parcel into five lots, with Lot 1 being a combination of annexation property plus the last 1.3 acre lot in the Thaynes Creek Ranches subdivision that is already in the City. She indicated two additional lots for single family. Lot 5 was for the existing structures and homes. Lot 4 would be for a future home. At this time there are no plans to develop Lot 4 and the Richards' would continue their horse training operations on that parcel. Planner Whetstone presented an overview of the zoning in the area.

Planner Whetstone stated that the affordable housing was based on 15% of any new residential. Since that equates to approximately 45% of an AUE, they could either build an AUE or pay an equivalent amount.

Planner Whetstone reported that there was no open space associated with the Richards parcel per se, other than the building pads would be identified and the remaining land would be left undeveloped and used to pasture horses. There had been some discussion about designating the area to the north as ROS since it is wetlands and cannot be developed.

Commissioner Pettit asked if the property owned by PCMC was purchased as part of the open space bond. Planner Whetstone replied that it was purchased with bonds and dedicated with a conservation easement in 1990.

Planner Whetstone commented on trails and noted that an existing sidewalk runs along the north side of Payday Drive and ends at the end of the subdivision. The Staff would recommend that the sidewalk continue all the way to Thaynes Canyon Drive. Planner Whetstone noted that the property is within the Park City Annexation area.

Planner Whetstone remarked that the applicant had provided significant information on wildlife, wetlands, sensitive lands, physical analysis, utilities, and traffic. Before the next meeting she would verify whether any of the structures qualify for the Park City Historic Sites Inventory. If any do qualify they would be added to the inventory.

Planner Whetstone reviewed the annexation review process. The final decision is made by the City Council following a public hearing and a recommendation by the Planning Commission.

Chair Wintzer clarified that if the property is annexed, it would come back to the Planning Commission as a subdivision plat. Planner Whetstone replied that this was correct. Chair Wintzer felt that questions regarding lot size and similar issues would be more appropriate at the subdivision process. Planner Whetstone remarked that the annexation agreement would guide the final plat. The Staff was thinking that building pads would be identified on the final plat, as well as house sizes and other restrictions. Chair Wintzer understood that the only parcels that would be subdivided were Lots 1, 2 and 3. He questioned why the applicant was not subdivide the entire parcel. He believed it would be cleaner to have it all done through the platting process.

Mr. Richards, the applicant, stated that he uses all the property and he plans to continue his horse operation on the remaining property. He was proposing to subdivide the three lots on Payday Drive at the present time. Each lot would be approximate 1-1/3 acres. The lots are large and whoever buys them could use them as equestrian lots. Mr. Richard remarked that he was not interested in subdividing the back portion at this time.

Chair Wintzer understood the existing use, but it was hard to annex property into the City without having the use defined. It would be easier for the Planning Commission to understand what the final use would be if it was all subdivided at one time. Mr. Richards replied that the use would be what the zone is and what goes on it. Planner Whetstone clarified that the final plat would follow the preliminary. She asked if Mr. Richards was talking about a final plat being in two phases. Mr. Richards stated that it may be four or five years before he is too old to ride and ready to subdivide the back portion.

Commissioner Pettit understood from the Staff report that the selection of the single family zoning designation was tied to the surrounding subdivisions. Even though what seems to be proposed is a much lower density subdivision and configuration, she was concerned that the zoning could allow a much more dense development in that area. Planner Whetstone stated that the intent has always been that there would be no more than five lots, and that would be noted on the subdivision plat. She explained that the SF zone was chosen because of the configuration of setbacks and no nightly rental. It is more consistent in terms of uses and it allows the horses.

Chair Wintzer asked Mr. Richards if he would be willing to annex the property into the City with no more than five lots on the property. Mr. Richards replied that it would not be a problem.

Assistant City Attorney McLean stated that there were a number of legal ways that would provide different levels of assurance. As part of the annexation agreement it could be limited to a certain number of properties such as the five lots currently proposed, and that would limit the density. Plat notes would have to go through the public process to be amended. Conceivably, the Annexation Agreement could go back to the City Council. Both are legislative acts and both could be done. If certain areas are designated to be zoned as ROS within the SF area, that would be another way to show their intention.

Commissioner Pettit stated that another element that may play into this from a developable standpoint was that she did not have a good understanding of the delineation of the wetlands, particularly on Lot 4. In looking at the acreage in the SF zoning, the number could be as high as 51, but that may not be true because of the wetlands.

Commissioner Strachan noted that Planner Whetstone had indicated that there might be historic structures. He was not familiar with this property and asked what those structures would be.

Planner Whetstone stated that there were two houses and some out barns. She was unsure when the houses were built. Mr. Richards stated that one home was built in 1978 and the other was built in 1984. Based on those dates, Planner Whetstone clarified that the structures would not be historic.

Mr. Richards questioned the limitation of the size of the dwelling. When he built the eight homes on Payday Drive fifteen years ago, it took seven hearings and five years to get those approved. People objected to the size of the homes and wanted to limit the size to approximately 2800 square feet. Mr. Richards stated that if he subdivides the property into 1-1/3 acre lots, he would not want to be restricted to 2800 square feet.

Chair Wintzer informed Mr. Richards that the house sizes would be addressed at the subdivision part of the process and not with the annexation. Mr. Richards stated that he may not want to annex if he is not allowed to build decent size homes. Chair Wintzer suggested that Mr. Richards discuss the size of homes with Staff and come to some understanding.

Commissioner Hontz noted that Planner Whetstone could tell Mr. Richards now what size home would be allowed per Code, based on the lot size and zoning. It would give Mr. Richards some understanding of what is allowed, and that could be tweaked at the subdivision. Planner Whetstone stated that in most zones there is not a house size limitation. She explained that the Staff would do

an analysis of the surrounding area to determine a compatible house size. In terms of restrictions, the Staff prefers a limitation on building footprint and let the height, the footprint and the architecture determine the house size.

Mr. Richards asked if the footprint was the same as a build pad. Planner Whetstone answered yes. Mr. Richards stated that he did not have a problem with the size of a building pad, but he might have a problem with the location of the building pad. If someone wants to use the lot for equine purposes, they may want to put the house near the front to allow for pasture in the back or possibly place the house to one side or the other. He understood that they would have to abide by the side yards and setbacks, but to force someone to put their home in the middle of the lot destroys the possibility of using it for horses. Chair Wintzer believed Mr. Richards could work out that issue with Staff. Planner Whetstone agreed. She pointed out that it was a discussion that should occur at the preliminary plat level. Mr. Richards pointed out that he was proposing to sell the lots and it would be difficult if the buyer did not have flexibility in locating their home on the lot. Chair Wintzer opened the public hearing.

Kevin McCarthy, a resident in Iron Canyon, stated that he has been a neighbor of the Richards' for 24 years and he attended a number of the hearings when Mr. Richards was proposing to build on Payday. Mr. McCarthy noted that all the people with small houses across the street have remodeled them into giant houses. His home looks down on the Richards' property and he was anxious to see a nice development.

Chair Wintzer closed the public hearing.

Commissioner Strachan suggested that Mr. Richards should see the Staff's compatibility analysis before deciding to move forward with the annexation. He thought Mr. Richards might be surprised at how restrictive the compatibility analysis may be. The surrounding houses may appear large, but someone who purchases an acre and a third lot may have a broader idea and would want a house much larger than the neighboring homes. If Mr. Richards is considering building homes that are much bigger in size than the surrounding homes, he should know that the size might be restricted if the property is annexed. Commissioner Strachan pointed out that the applicant has the option to decide whether or not to annex into the City, but they should have all the facts before making that decision.

Steve Schuler, with Alliance Engineering, understood that there was a square footage analysis consistent with the Single Family Zone, and asked if that was different from the compatibility analysis. Planner Whetstone stated that it was different from the Historic District where the lot size dictates the square footage. With a new subdivision, lot coverage would be the biggest issue.

Commissioner Strachan pointed out that once a property is annexed into the City there is no way out. Mr. Richards understood that fact, which is why he was concerned about a size limitation. He asked if the compatibility analysis would compare the homes in Iron Canyon. Planner Whetstone replied that the analysis would include Iron Canyon, Aspen Springs and Thaynes. It would also take the larger lots into consideration.

At the request of a neighbor, Chair Wintzer re-opened the public hearing.

Carol Cutter, a resident in the Thaynes Creek area liked the idea of equestrian lots, but she wanted to know what would happen if a buyer did not want to use it as an equestrian lot. She was concerned that someone would build a larger house because they would not need the space for horses. Ms. Cutter noted that the City open space parcel was directly behind her home and she wanted to know how subdividing would affect the rights for animal grazing and the existing activity on that property.

Planner Whetstone explained that a purchase agreement exists between Mr. Richards and the City and this annexation would not change that agreement. There is water that the City uses and Mr. Richards also uses some of that water to irrigate the pasture. He also has the ability to graze horses and cows.

Ms. Cutter asked if the same rights would go with the lots. Planner Whetstone replied that the new lots that would be created were not part of the purchase agreement. The use would remain the same. Mr. Cutter understood that the use would remain for Mr. Richards, but she wanted to know if the people who purchase the additional lots would also have that same use. Planner Whetstone was unsure and offered to look for an answer.

Mr. Richards stated that he has grazed horses and cattle on that land for 35 years. They are stewards of that property and every spring they clean the land and fertilize it and irrigate all summer long. When he sold the property to the City he sold them ten acre feet of water so the property could be kept green and presentable. He believed that was something positive that the City would like to continue.

Commissioner Strachan stated that an easement agreement with the City would allow that to continue. Planner Whetstone would review the purchase agreement with the Legal Department to make sure a new lot owner would have that ability. Commissioner Pettit thought it should be reviewed in the context of Ms. Cutter's question, which was whether or not the same rights afforded to Mr. Richards under his agreement with the City would transfer to the people purchasing the subdivided lots by virtue of their proximity.

From a procedural standpoint and assuming that the annexation gets approved, Mr. Schuler asked about the subdivision process. Chair Wintzer stated that the annexation and the subdivision could be done at the same time if requested by the applicant. As currently presented, if the property is annexed into the City it would come back at a later time for the subdivision. Chair Wintzer reiterated that it would be a cleaner review for the Planning Commission if the subdivision plat and the annexation came in at the same time. Chair Wintzer encouraged Mr. Richards to include Lots 4 and 5 at the same time; however, if he chooses not to do that, he would suggest limiting it to two lots so they could call out the wetlands to determine what areas could be built on.

Planner Whetstone noted that the final subdivision had not been submitted. The annexation process requires a preliminary plat or an MPD, and the review of an MPD or final plat is only supposed to occur if the project is annexed. She asked if there was leeway in the Code for the Planning Commission to review the annexation and the subdivision at the same time. Assistant City Attorney McLean believed it could be done extemporaneously. The annexation should be

scheduled as the first item followed by the subdivision as a separate application. Ms. McLean pointed out that the agenda for this evening only noticed the item as an annexation.

The Planning Commission reviewed the items for discussion on page 9 of the Staff report.

Chair Wintzer requested to see the wetlands designated so they would know which areas are possible for building. Mr. Schuler remarked that Dave Gardner had done a delineation on the Richards property, but the City property was not delineated because it was not for development. Planner Whetstone noted that numerous pages of appendices regarding the wetlands report were not included in the packet but it was posted on the website.

Commissioner Pettit stated that in addition to the purchase agreement, she would like to see the conservation easement and what it entails. She wanted to better understand the relationship between this parcel and the Richards property.

Planner Whetstone would also provide a lot analysis. Chair Wintzer pointed out that placing the houses closer to the cul-de-sac road would be nicer on the entry corridor. If there is an agreement to graze horses, he would like to see that continue. Chair Wintzer stated that the City spent a lot of money obtaining the Osguthorpe Farm and he would encourage equestrian activity.

Planner Whetstone asked if the Commissioners agreed that the proposed zoning designations were appropriate for the parcels and consistent with the surrounding neighborhood and purposes of the Land Management Code.

Commissioner Strachan suggested that the northern portion of Lot 4 may be more appropriate as ROS. He thought they should take a better look at the wetlands designation on the property. From what was shown in the Staff report, he believed much of that property would be restricted for building. The intent is to build on Lots 1, 2 and 3. Lot 5 already has structures on it and Lot 4 is separate and contains all of the wetlands. If Lot 4 or a portion of Lot 4 is zoned ROS, Commissioner Strachan preferred that it be straight legislative zoning as opposed to a plat amendment.

Mr. Schuler pointed out that there are utilities going to the north to access an existing Snyderville Basin sewer line in Aspen Springs. He was unsure if that would make a difference in zoning ROS. Planner Whetstone would look into it.

Planner Whetstone noted that the Planning Department sent over 600 letters to property owners and she had been answering emails and phone calls for two weeks. Most people wanted information, particularly regarding the open space. Planner Whetstone stated that when concerns were expressed, it was primarily from the lots in Aspen Springs that would back to that portion. Everyone wanted assurance that a house would not be built back there. There were no concerns about houses along Payday. If Lot 4 was developed, the preference was to put the house down by the existing lake.

Commissioner Strachan believed that most public opposition would come from those landowners because their views would be obstructed if homes were built in front of them. Appeasing the

neighbors was another reason to support the ROS designation. Mr. Schuler pointed out that designated wetlands would serve the same purpose.

Commissioner Pettit reiterated that she would be comfortable with the Single Family Zone designation, as long as they could limit the number of lots and control density in a way that protects the property from excessive development in the future. Planner Whetstone noted that Assistant City Attorney McLean had offered ways to accomplish that.

Planner Whetstone stated that the Staff would focus on the analysis. In addition, as they write up the annexation agreement and the conditions of approval of an annexation, they would focus on the location of building pads, building heights and design characteristics, mitigation of impacts to wildlife, wetlands or other sensitive lands. They would look at maintaining the rural, agricultural character. They would consider ROS zoning, compatibility with the neighborhood, providing pedestrian amenities and connectivity, compliance with affordable housing and provisions of the utility service and understanding the water component.

Commissioner Pettit commented on where this property is located and the goal tied to maintaining rural agricultural character, and how the current equestrian use of the property follows that goal. Commissioner Pettit asked if there was a way to create an incentive to make it attractive for potential buyers to maintain that agricultural rural use. She preferred to create the carrot versus the stick.

Chair Wintzer asked if the property was too small to zone as agricultural. If 80% of the lot was used to graze horses, a tax break may be the incentive to keep it rural agricultural. Mr. Richards was unsure about the City regulations, but the County requires five acres to maintain a Green Belt status. Mr. Schuler remarked that Green Belt status was one of the reasons for not including Lots 4 and 5 at this time.

Commissioner Strachan thought another way to incentivize people to use those lots agriculturally would be for the City to grant grazing rights under a non-CUP or through an expedited CUP process as part of the annexation agreement. It could be zoned for that use and included in the annexation agreement; and it would run with the land.

Mr. Richards stated that a right-of-way would be maintained on the north side of Lot 2 so people could ride down there and graze their horses. Planner Whetstone thought that raised the issue of public access. She would discuss it with the trails people and report back at the next meeting.

Chair Wintzer commended Mr. Richards for working with the City in the past. He thought annexing the property would be nice for the entry corridor. He encouraged Mr. Richards to continue with the annexation.

Commissioner Hontz thanked Mr. Richards for submitting a complete annexation petition. Because it is such a small subdivision and because the City will have the assurances and protections of plat notes, zoning changes and a subdivision at the same time, that would be reassuring enough for her to move forward in an expedited manner. Commissioner Hontz thought it was important for others to see that when an applicant submits what is required and tries to work with the Staff and the

Planning Commission, things can move as quickly as possible.

Commissioner Hontz stated that she started to look at some of the analysis and she actually had different assumptions. However, because the subdivision is so small, the assumptions that need to be changed would not make a difference in terms of affordable housing or fiscal impacts. She looked forward to having Mr. Richards come back at the next meeting.

The Work Session was adjourned.

Commissioner Hontz stated that 124 Daly is a disaster and they need to keep asking questions to avoid making those same mistakes again. Director Eddington clarified that this project could not be approved under the new Code or the new design guidelines. He noted that the Staff did rough calculations on the measurements and it appears that the original and the existing location was the same. The Staff will work with the Building Inspectors as they continue to do their inspections.

Director Eddington announced that the joint meeting with the Snyderville Planning Commission was scheduled for Wednesday, May 30th, 6:00 p.m. at the Richins Building. The discussion would focus on regional growth issues, interlocal agreements with regard to General Plans, growth management strategies and other issues.

Commissioner Strachan suggested that the Boyer Development project by the Utah Olympic Park be scheduled as an agenda item for the joint meeting. He would like to brainstorm with the Snyderville Basin Planning Commission on how they approached that project. In his view, that situation was similar to what the City would be facing with aggressive developers who have land rights.

Director Eddington reminded the Planning Commission of the joint meeting with the City Council on Thursday, May 31st. Dinner will be at 5:30 p.m. and the meeting will begin at 6:00 p.m. Charles Buki would present the balance growth study that he has been working on with the City.

Chair Wintzer would be out of town for both joint meetings.

Francisco Astorga announced that Planner Katie Cattan had passed the AICPA exam.

CONTINUATION(S) – PUBLIC HEARING AND CONTINUE

1. Richards/PCMC Parcel – Annexation Petition
(Application # PL-12-01482)

Chair Wintzer opened the public hearing. There was no comment. Chair Wintzer closed the public hearing.

MOTION: Commissioner Pettit moved to CONTINUE the Richards/PCMC Parcel annexation petition to the May 23, 2012 meeting. Commissioner Strachan seconded the motion.

VOTE: The motion passed unanimously.

2. 30 Sampson Avenue – Steep Slope Conditional Use Permit
(Application #PL-12-01487)

Chair Wintzer opened the public hearing. There was no comment. Chair Wintzer closed the public hearing.

MOTION: Commissioner Pettit move to CONTINUE the 30 Sampson Steep Slope conditional use permit to the May 23, 2012 meeting. Commissioner Strachan seconded the motion.

meeting space consistent with the Deer Valley MPD. The enclosed meeting space will provide for more all season use of the area.

Conclusions of Law – Stein Eriksen Lodge

1. There is good cause for this amended record of survey.
2. The amended record of survey is consistent with the Park City Land Management Code, the 11th Amended Deer Valley MPD, and applicable State law regarding condominium plats.
3. Neither the public nor any person will be materially injured by the proposed amended record of survey.
4. Approval of the amended record of survey, subject to the conditions stated below, does not adversely affect the health, safety and welfare of the citizens of Park City.

Conditions of Approval – Stein Eriksen Lodge

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 amendment at the County within one year from the date of City Council approval. If recordation has not occurred within one 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. The plat shall be recorded prior to issuance of a certificate of occupancy for the proposed meeting space.
4. All conditions of approval of the Deer Valley Master Planned Development (11th Amendment) shall continue to apply.
5. As common area, the meeting space is not a separate commercial unit or units, and as such may not be separately sold or deeded.
6. All required disturbance and impact fees will be calculated based on the building permit application and are required to be paid prior to issuance of a building permit.

**2. Richards/PCMC Parcel – Annexation Petition
(Application #PL-12-01482)**

Planner Kirsten Whetstone reviewed the request for an annexation of two parcels. One is the 9.74 open space parcel owned by Park City Municipal Corporation along Highway 224. The property is owned by the City but it is located in the County and under County jurisdiction. The second parcel is 13.5 acres commonly known as the Richards Farm. Planner Whetstone noted that the

application is the Richards/PCMC Annexation and the co-applicants are Frank Richards and Park City Municipal.

Planner Whetstone noted that the Planning Commission previously reviewed this application and the associated materials and exhibits. Since Commissioner Gross was not on the Planning Commission at the time, Planner Whetstone had provided him the same information to review for this meeting.

Planner Whetstone stated that the request was for ROS zoning on the City Parcel and SF, single family zoning, for the Richards parcel. The applicant was requesting a seven lot subdivision plat. Per City requirement, any large parcel annexation application must also include a master planned development. If the annexation area is less than the MPD requirement, the City requests a preliminary subdivision plat, which was submitted with this application.

Planner Whetstone presented the proposed preliminary subdivision plat. She noted that during the meeting on May 9th, the Planning Commission requested additional information on house sizes in the area, information regarding the conservation easement, wetlands delineated on the subdivision plat, and location of the building pads; taking into consideration the new required setbacks from the wetlands. Planner Whetstone clarified that a perpetual conservation easement has been provided on the City parcel with no density. The delineated wetlands were identified in orange on the preliminary subdivision plat and a dotted line 50 feet away from the red color were the required wetlands setback areas.

Planner Whetstone identified the changes made to the preliminary plat since the last meeting. One change was that Lot 1 had been reduced in size to 1.29 acres. Lots 3 and 4 were previously one single lot. The Staff would have been comfortable with the larger lot as an equestrian lot; however, the neighbors were concerned that it was not in character with existing development. The applicant was interested in having property in the area that was not horse property. Planner Whetstone remarked that another major change was the addition of Lot 7. Planner Whetstone noted that she had not received the revised preliminary site until after the packets were sent, which was why Lot 8 was not shown in the Staff report. Lot 8 was an approximately 3,000 square foot lot for an indoor riding arena. The applicant had originally talked about removing the arena; however, because it is equestrian property, he realized the arena would be an amenity. The indoor riding arena would be privately owned by the HOA as common area for the subdivision. The Staff recommended that there should be no density associated with Lot 8.

Planner Whetstone remarked that Mr. Richards had wanted the ability to further subdivide the property at a later time, not understanding that when an annexation is presented the City Council would require the density to be known at that time. If changes are made after the annexation, the annexation agreement would need to be amended. Planner Whetstone noted that Mr. Richards worked with Alliance Engineering to divide the first phase of this development. She identified the four lots that would be the first plats of the development.

Planner Whetstone requested Planning Commission input on discussion items outlined in the Staff report. No action was being requested this evening. The Staff recommended that the Planning Commission conduct a public hearing and continue the item to October 24, 2012.

Frank Richards, the applicant, introduced Steve Schuler with Alliance Engineering and Grant McFarlane, a friend and advisor. Mr. Richards commented on a letter he had sent to the Planning Commission outlining past history and his current proposal.

Mr. Richards stated that if Lot 7 is approved, he would clean up the area and remove the rolls of wire, culverts and fence gates and other items he has accumulated over the years that sit behind Mr. McDonald's lot. He also proposed to enclose Lot 7 and all the other proposed lots with white vinyl fencing similar to a farm/ranch atmosphere. Mr. Richards stated that he would also remove the pens behind the indoor arena that was used to house cattle. He would take out the old hay barn which adjoins the indoor arena to the right. It is a 35 year-old structure and still in good condition, but the road to lot 7 would go through where the hay barn is currently located. He would also remove the corrals and pens east of the hay barn and clean up that area. Mr. Richards presented photos he had taken and identified the pens and barns he would remove and the areas where they were located. He pointed out that the area would be cleaned up and the rear most lot would adjoin Lot 6. Each lot would be 3 acres.

Mr. Richards stated that he was persuaded to sell 20 acres of property to the City in 1999 because the City was anxious to maintain a view corridor coming into the Park City. He was not interested in selling at that time, but the City wanted to have control to avoid potential problems in the future. As a trade-off, the City allowed Mr. Richards to continue using the property. Mr. Richards noted that the two lots along Pay Day Drive were half acre lots, and larger than anything else in the neighborhood. The two lots on the east side of the lane were 1.25 acres. They would be horse lots and allowed two horses on each lot. Mr. Richards stated that it was the lot he lives on and the other two 3- acre lots. He was not opposed to maintaining open space and noted that a good portion of his farm has already gone into open space. The footprint on the 3-acre lots would be 5% of the total lot area, and the remainder would be open space. He was also interested in maintaining the equestrian character. Five of the lots would be eligible for horses. Mr. Richard thought the indoor arena should be retained as a place where people can ride in the winter time.

Mr. Richards thought his proposal was reasonable and met all the criteria. In addition to cleaning up the area, Mr. Richards proposes to keep the tree-lined lane and continue it back to Lot 7. He believed this proposal would be a great addition to the City.

Chair Worel noted that in the last sentence of his letter, Mr. Richards indicated that he would be happy to consider offers if someone wanted to purchase this parcel of land and maintain open space. She asked if Mr. Richards wanted to pursue a potential purchase before moving forward with the annexation.

Mr. Richards clarified that he has not had a purchase offer and he questioned whether anyone would make an offer. He noted that Aspen Springs would be the most impacted by Lot 7, and those neighbors support the proposal because it would benefit their property.

Commissioner Gross asked if the cul-de-sac road coming in off of Pay Day would be a public or private road. Mr. Richards replied that it would be a private road, but it would still be required to meet certain standards. Regarding Lot 7, Commissioner Gross assumed Mr. McDonald had been living with the existing condition for a number of years. However, the proposed building envelope

for the house appears to be right in Mr. McDonald's face. Mr. Richards pointed out that Mr. McDonald's house sits farther up. Commissioner Gross noted that currently Lots 3 and 4 were showing 9,000 square foot as the maximum building, and he asked if that was still the correct size. Planner Whetstone replied that Lots 3 and 4 would be 3,525 sf footprints and 6,150 square feet as the approximate house size. She noted that the applicant had agreed to a maximum height of 28 feet on all of the lots. Mr. Richards stated that in looking at the height of the surrounding structures each one is 28 feet plus 5 feet. He suggested that a 30-foot maximum height was reasonable, considering that it was 3-feet lower than all other structures.

Commissioner Gross commented on a for-sale sign on Pay Day next to Lot 10. Once they superimpose what a house would look like on that lot, he questioned whether the proximity of the side yards would be tight with Lot 1 and the adjacent house. Planner Whetstone explained that the lot is already in the City and it was part of another subdivision. Mr. Richards stated that Kevin McCarthy had purchased Lot 10, which was in the previous annexation and a recorded plat. Commissioner Gross clarified that his issue was with the open lot next to Lot 10. He no longer had an issue knowing that the City owns the property. Planner Whetstone pointed out that Lot 10 is part of the Thaynes Creek Phase 2 Subdivision. Mr. Gross was concerned that once a house is built on the lot, it would look tight compared to the Estate size lots that were being created for the adjacent subdivision.

Commissioner Gross appreciated the open space and believes it is a wonderful view corridor.

Steve Schuler, with Alliance Engineering, stated that the house sizes and landscaped areas in the exhibit were only to convey the approximate sizes being proposed in terms of building square footages. It was not necessarily the location of the building envelope that would be part of the plat per se.

Commissioner Gross asked about the locations of the barns. Mr. Richard stated that he spoke with Mr. Jorgensen, the owner of Lot 9 who would be affected, and he had no problems with it. His house sits up high and he likes the livestock.

Commissioner Wintzer pointed out that the Planning Commission was looking at an annexation. Questions regarding density, house size, roads, utilities, etc. should be addressed in the subdivision process rather than the annexation process. Planner Whetstone replied that this was correct. A final subdivision plat would come to the Planning Commission for a recommendation to the City Council once the property is in the City. The Planning Commission would review the final subdivision plat for conformance with the preliminary plat.

Mr. Richards noted that the CC&Rs would require that the barns remain a specific type. The barns would be uniform in style and color. He believed it would improve the appearance and the value of the properties.

Commissioner Hontz noted that the existing buildings and pasture to the west of Lot 8 were not included in the annexation. Mr. Richard replied that it belongs to his neighbors, who were present to speak at the public hearing. When Mr. Richards purchased his property in 1975, the previous owner had sold that one acre parcel to another buyer with a right-of-way coming from Pay Day

Drive over his property. Mr. Richards clarified that he had no control over the right-of-way. Planner Whetstone noted that the one acre parcel is in the City. The vacant parcel to the west of the one acre parcel is not, and it is not contiguous to this annexation.

Chair Worel opened the public hearing.

Haley McDonald spoke on behalf of her family who owns the lot adjacent to Lot 7. She thanked the Planning Commission for considering the impacts to the neighbors and for asking the right questions. She referred to the comment that Lot 7 would be in their face, and she noted that Mr. Richards had visited her family to explain the proposal. Ms. McDonald stated that her only concern is that currently the lot is vacant, but eventually there would be a house in their back yard. She was comfortable with the proposal as explained, however she wanted to make sure that it stayed the same with minimal changes because had already gone from four lots to five lots to now 7 lots. Ms. McDonald believed the current proposal was reasonable. She wanted to make sure the house would not have a reflective roof because it would reflect up into their house.

Mr. Richards stated that the HOA would have an architectural review committee to address those issues.

Ms. McDonald reiterated her concern that major changes would be made without the neighbors being aware. She asked how they would be notified if significant changes were made to this particular plat.

Commissioner Wintzer stated that this was an ongoing process. He urged Ms. McDonald to stay involved with every meeting until the project is approved. The neighbors have the responsibility to communicate with Staff to keep abreast of the process. Commissioner Wintzer remarked that it was also important for Ms. McDonald and others to continue to provide input.

Ms. McDonald appreciated the process and the fact that everyone was doing the right thing to insure minimal impacts. Mr. Richards owns the property and he should be able to develop it.

Kevin McCarthy stated that he spoke at the last public hearing. He has been a neighbor to Frank and Kathy Richards for 25 years and went was involved in a contentious process when Mr. Richards subdivided the lots on Pay Day Drive. Mr. McCarthy stated that Mr. Richards is the personification of the term 'Steward of the Land'. As Mr. Richards had mentioned, Mr. McCarthy had purchased the lot and was moving from up the canyon down to level ground. As soon as they know where the other house will be platted, his architect would work his house around it. Mr. McCarthy would be comfortable with whatever plan the City and Mr. Richards come up with.

Vicky Gabey stated that she has been a neighbor to the Richards for 37 years. She annexed into the City in the 1990's. Ms. favored the proposal. She asked the Planning Commission and Mr. Richards to remember the neighbors when planning the specifics of this project.

Chair Worel closed the public hearing.

Commissioner Hontz stated that she went through the materials the Staff supplied to Commissioner Gross, and she could not find a letter from the State verifying that there were no historic or cultural resources. She understood from the Code and in previous annexations that the City contacts the State for verification from their database, and the State provides a certified letter. That has been provided for every annexation and she would like to see it for this annexation.

Commissioner Hontz referred to the fiscal analysis and affordable housing analysis on pages 20 and 21 of the May 9th Staff report. She did not agree with the actual numbers that were used for that analysis and she believed the analysis was incorrect. However, after running numbers that she thought were more logical, her recommended change would not necessarily affect the outcome. As an example, Commissioner Hontz rejected the 50/50 split on primary versus secondary homes based on Summit County numbers. She would use the actual numbers from Aspen Springs or the adjacent neighborhoods because it would provide a better reflection of who would purchase in the area. Commissioner Hontz believed there would be less of a benefit with more primary owners than there would be with more secondary owners. Commissioner Hontz remarked that the numbers used in the data creation were not logical towards the reality of the development.

Commissioner Hontz stated that this was definitely the appropriate location for this type of development in terms of lot size and home size. It was also the exact appropriate location per the General Plan and what they were trying to accomplish with the update of the General Plan in terms of maintaining agricultural use in town. On the other hand, when the City does an annexation, particularly in this case where it would be up-zoning, the question is how this benefits the City and whether open space is enough. Commissioner Hontz believed this was an opportunity to think about additional benefits such as TDRs, better conserved open space, and/or affordable housing. It is a benefit for the land owner to go from zero to seven units, and the Planning Commission needs to find the benefits for the City.

Commissioner Wintzer was concerned about putting a fence around Lot 7. He preferred that Lot 7 appear to be more open. He thought it could be done by either reducing the size or shifting it into part of Lot 6. Commissioner Wintzer hated to see a white picket fence around some of the houses because the current appearance of the property is so nice.

Mr. Richards explained that he was only trying to get a farm feeling. He did not feel strongly about white fencing if the Planning Commission preferred a different type of fence. Commissioner Wintzer clarified that his comment was not about the type of fencing. He personally wanted a portion of Lot 7 to appear to be open space. Mr. Richards pointed out that all but 5% of the lot would be open space. Commissioner Wintzer replied that once the property is fenced it loses the appearance of being open. He thought Lot 7 was counterintuitive to the rest of the subdivision. If Lot 7 was moved further to the south, less trees would have to be removed for the road, and there would be less land disturbance and a feeling of more open space. Commissioner Wintzer thought Mr. Richards could do that and still achieve the same density and value. Commissioner Wintzer believed that Lot 7 was too big and pushes too far to the north. It needs to be more consistent with the rest of the subdivision.

Commissioner Strachan concurred with Commissioner Wintzer. He believed the development worked in this location and the annexation was worthwhile. Commissioner Strachan stated that as

part of the annexation process the Planning Commission makes a recommendation to the City Council regarding the zoning. He felt the zoning should be Estate rather than Single Family. It would not upset the proposed development and it would not reduce the number of homes. He read the purposes of the Estate zone and thought they fit perfectly with this proposal; as opposed to the purpose statements of the Single Family zone. The Estate zone is a better fit and it also protects the corridor in the future when Mr. Richards passes and another person owns the property.

Mr. Richard understood that the density was approved with the plat. Commissioner Strachan replied that owners can request a plat amendment that could be approved by a future Planning Commission if it is allowed in the zone. He explained how that might be avoided if the property was zoned Estate.

Commissioner Wintzer questioned whether the Estate zone would work because Mr. Richards would only be allowed four units under the zoning requirements. He suggested that the Planning Commission address the issue through the annexation agreement.

Mr. Richards stated that zoning was not an issue as long as he could achieve seven units.

Commissioner Savage pointed out that this was a co-application with the City related to annexation of the open space, and Mr. Richards has rights to utilize the open space for grazing. He wanted to know what would happen to those rights as a consequence of development. He asked if the right would into the HOA or remain with the single lot Mr. Richards would continue to own.

Mr. Richards and the Commissioners discussed different scenarios that could occur. Planner Whetstone stated that in her research she found an agreement between Summit Land Conservancy, who holds the deed restriction, and the City. There appears to be a separate agreement that allows Mr. Richards to utilize that property and it had to do with the special warranty deed. Planner Whetstone point out that because the agreement regarding what occurs on the property is between the City and Summit Lands Conservancy, they need to find the agreement that allows Mr. Richards to use and maintain the property to see if it can be assigned to an HOA, and whether the restriction agreement between the City and Summit Lands Conservancy needs to be amended. Planner Whetstone would research the matter. Commissioner Wintzer understood from the comments that the main goal is to maintain the same use on the public land.

Commissioner Gross understood that when the City purchased the land, they also purchased water rights from Mr. Richard. Mr. Richards stated that he gave the City seven acre feet and they purchased three additional for a total of 10 acre feet of water. Mr. Richards uses the water to irrigate the property. He has approximately 20 acre feet associated with his 13-1/2 acres. He proposes to sell 2 acre feet to each lot.

Planner Whetstone summarized that the Planning Commission would like to relocate the building pad on Lot 7. Mr. Richards was comfortable with that request. Planner Whetstone asked if the Planning Commission had issues with dividing Lot 3, which was a horse lot, into two lots along Pay Day Drive. The Commissioners had no issue with dividing Lot 3.

Mr. Richards referred to the Staff recommendation to continue this item to October 24th and noted that he would not be able to attend that meeting.

MOTION: Commissioner Savage moved to CONTINUE the Richards/PCMC Annexation and Zoning until November 14, 2012. Commissioner Strachan seconded the motion.

VOTE: The motion passed unanimously.

3. Land Management Code Amendments – Chapter 1-General Provision and Procedures; Chapter 2-Zoning; Chapter 3-Off Street parking; Chapter 4-Supplemental Regulations; Chapter 5-Architecture Review; Chapter 6-Master Planned Development; Chapter 7-Subdivisions, Chapter 8-Annexation; Chapter 10-Board of Adjustment; Chapter 11-Historic Preservation; Chapter 12-Planning Commission; Chapter 15-Definitions. (Application #PL-12-01631)

Chair Worel requested that Planner Whetstone review the LMC items that were recommended be continued this evening.

Planner Whetstone stated that the Staff noticed a number of additional changes beyond the analysis and redlined changes in the Staff report, and recommended that those items be continued for further analysis. The 22 items to be continued were outlined on page 79 of the Staff report. Planner Whetstone noted that the items were publicly noticed and they would be continued to the meeting on October 24th.

Planner Whetstone stated that the amendment to Chapter 6 regarding MPDs in the Historic District was redlined in the Staff report per the discussion from the last meeting. However, the Planning Commission had requested a history on MPDs, and since the Staff was still compiling that information they recommended continuing that discussion to October 24th. Planner Whetstone also recommended that the Planning Commission continue items 3, 5 and 7 in the Analysis Section to October 24th.

Commissioner Wintzer suggested that the motion to continue identify the amendments by Chapter as listed on page 80 of the Staff report. Chair Worel clarified that Chapters 2, 6, 7 and 15 would be continued. Commissioner Hontz noted that some items under those chapters were not recommended to be continued. However, she was not prepared to move forward with them this evening and would be comfortable if they were continued as well.

Chair Worel opened the public hearing on the items to be continued.

Chris Schaefer, a property owner in condominiums on Main Street, commented on MPDs in the Historic District, particularly as it pertains to the Kimball Arts Center application. Mr. Schaefer stated that the concept of a master planned development assumes a large area that is going to be developed, possibly multi-use and possibly crossing boundary lines. He noted that the proposed Kimball building does not meet criteria because it is a single building on a single lot within a single zone. He only became aware of the changes that day and had not had time to read and understand the proposed changes. Mr. Schaefer stated that as a property owner and a citizen he was concerned that the Kimball, by applying for master planned development status for their project, was trying to make a run around the Planning Commission. He hoped the proposed

PARK CITY MUNICIPAL CORPORATION
PLANNING COMMISSION MEETING MINUTES
COUNCIL CHAMBERS
MARSAC MUNICIPAL BUILDING
DECEMBER 12, 2012

COMMISSIONERS IN ATTENDANCE:

Jack Thomas, Brooke Hontz, Stewart Gross, Mick Savage, Adam Strachan, Charlie Wintzer

EX OFFICIO:

Planning Director, Thomas Eddington; Kirsten Whetstone, Planner; Matt Evans, Planner;
Francisco Astorga; Polly Samuels McLean, Assistant City Attorney

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REGULAR MEETING

ROLL CALL

Vice-Chair Thomas called the meeting to order at 5:35 p.m. and noted that all Commissioners were present except Commissioner Worel who was excused.

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5. Richards Parcel – Annexation (Application PL-12-01482)

Planner Whetstone requested that the Planning Commission provide direction on a number of issues outlined in the Staff report and continue the item to January 9, 2013 to allow Staff time to draft an annexation agreement. She noted that most of the issues would be addressed through conditions of approval that must be met prior to final plat recordation.

Commissioner Wintzer asked if the agreement to allow the applicant to use City property for grazing would be a separate agreement. Planner Whetstone answered yes. Commissioner Wintzer asked if there would be limitations to prevent over-grazing. Planner Whetstone stated that the City was working with an expert on that language.

Commissioner Hontz felt they failed in the last annexation by not addressing the environmental existing conditions. She asked if that would be part of the analysis and whether there would be actual existing conditions of the open space that the City purchased in the 1990's. Planner Whetstone remarked that in 2009 the Summit Land Conservancy did a study of the property for existing conditions. The City has asked people from the Soil Conservation Service to provide their thoughts on what needs to be done on the property in terms of restoration, remediation, restrictions and monitoring. She noted that Mr. Richards has done that for 30 years and the Staff would also seek his input.

Commissioner Wintzer stated that he could not receive a packet this late and do a good job of reading it. If the Staff is unable to provide packets in a timely manner they should postpone the issue to allow the Planning Commission sufficient time to review the information.

Steve Schueler with Alliance Engineering stated that the proposal was still the same 7 lot configuration that was presented at the last meeting. Commissioner Wintzer noted that his previous question on Lot 7 had not been addressed. He still did not want to see fencing going all the way up to the common area. He understood the issues related to the barn, but he was uncomfortable allowing Lot 7 to wander that far into the common area. He was not opposed to the lot going out that far, but he was opposed to fencing because it takes away from the appearance of public space.

Commissioner Gross suggested placing limits on fencing. Planner Whetstone noted that the Staff requested that the applicant submit a fencing plan with the final subdivision plat. She stated that the Staff has concerns with white vinyl fencing around each lot. She recommended interior fencing to keep animals away from the streams and wetland areas, but it should be pole fencing or a simple agricultural wire fencing instead of white vinyl.

Mr. Richards, the applicant, stated when he was young his family had a ranch in Morgan County and he would install fences all summer long. He could say from experience that wire fencing was not good fencing. He was willing to put in a brown rail fence, but wire fences do not hold up. Mr. Richards remarked that a vinyl rail fence lasts forever. He commented on two fences along the highway from Payday Drive to the Osguthorpe Farm. One was a wire fence that was installed by the State. The other was a white vinyl fence he put in. Mr. Richards pointed out that the wire fence is down and the vinyl fence is still standing. In all these years he has only had to repair one area of the vinyl fence. Vinyl fencing is maintenance free and much stronger than a wire fence. Mr. Richards commented on other areas where wire fencing was installed and the number of times it has needed to be repaired because the poles fall over and the braces rot out.

Vice-Chair Thomas thought they could simplify the discussion by requesting a fencing plan with fencing samples and section elevations.

Commissioner Wintzer showed Mr. Richards exactly where the fencing should end and where the unfenced open space should begin. Vice-Chair Thomas clarified that Commissioner Wintzer preferred to see a delineation of the fence immediately behind the structures on Lot 7, and no fencing east of Lot 7 between the Park City open space parcel and the rear of that property.

Mr. Richards understood that the owner of Lot 7 could own the property but not fence it off. Commissioner Wintzer clarified that he could own it and fence it as long as the fence does not go out as far as what was shown on the east side of the lot. Planner Whetstone noted that part of the reason for fencing is to control the animals, which is why the Staff had requested a fence plan. Vice-Chair Thomas agreed with Commissioner Wintzer and he directed the applicant to submit a fencing plan that addresses their comments regarding location and fence material.

Planner Whetstone asked if the Planning Commission wanted to see the fencing plan with the annexation or with the final subdivision plat. The Commissioners preferred to see it with the annexation. Planner Whetstone noted that she had drafted a condition of approval requiring a fencing plan with the subdivision plat application to ensure that the Planning Commission would see the fencing plan. Commissioner Wintzer was comfortable waiting until the subdivision plat. The Commissioners concurred.

Commissioner Hontz stated that she was overridden at the last meeting with regard to density and other issues. Other than density, the other issues were identified as bullet points in the

Staff report. Commissioner Hontz remarked that this was an artificial political boundary that has existed for a long time. It would be nice to have it in order to eliminate the holding of Summit County's zoning within Park City boundary, but it has not negatively affected anyone for all these years. Commissioner Hontz stated that changing it from what the current zoning allows, which is one house, the outbuildings and the stable, to a seven lot subdivision by annexing it into the City, would be upzoning by seven units. She felt that was a generous give. When looking at other annexations they made sure the "get" for the public was something of value. Commissioner Hontz could not see a "get" in this annexation because the City purchased the open space in 1998, and currently under the artificial boundary they get the visual feeling of continued open space along the road. Commissioner Hontz clarified that this was not an issue of compatibility. The number of units and size of structures proposed are compatible with the surrounding developments. However, the applicant could not do that unless that City gives them the right. She personally likes the land in its current condition because the existing structures and the layout fits the agricultural nature of the existing terrain. Commissioner Hontz stated that through the process she has not seen less than one unit of affordable housing, fencing, avoidance of wetlands, mitigation plans. She was concerned about that the open space parcel had become so degraded because of the uses the City has allowed on it.

Commissioner Hontz stated that if they move forward with the annexation and zone the property single family, she would demand additional precautions to possibly limit the actual amount of square footage on any lot and to have all the wetland areas and sensitive lands and all the land with barns zoned ROS or another open space designation.

Commissioner Hontz urged the Planning Commission to use the same filter they have used for other annexations, because it would be unfair if they did not look for the appropriate "get" for the public on this annexation as well.

Commissioner Savage was excused and left the meeting at 10:00 p.m.

Vice-Chair Thomas asked if any work had been done with regards to wildlife mitigation. When he drove through there this morning there were two moose on the property. He would like to know more about the wildlife and wetland issues and whether those had been studied. Planner Whetstone replied that the applicant had provided that information and wildlife does use the property.

Planner Whetstone remarked that the conservation easement was the biggest "get" for the City. Currently there is not a written agreement. If they have an annexation agreement it is important for the City to have a written and recorded agreement that talks about what could occur on the City's parcel.

Commissioner Hontz pointed out that there was a signed Deed of Conservation Easement on page 20 of the Staff report. Planner Whetstone explained that there was a gentleman's agreement for use of the property. This property was farmland and not pristine open space and it was used for agricultural purposes. This was a historical use of this property but there was never a written agreement. The City is very interested in having a written plan. Commissioner Hontz wanted to know which plan they did not have. Planner Whetstone replied that if this property owner wishes to continue using the property there is not a written management plan.

Commissioner Hontz referred to Exhibit C and the piece labeled Park City Open Space Parcel. She understood that Park City Municipal owned that parcel of land. Planner Whetstone replied that this was correct. Commissioner Hontz noted that there was a signed Deed of Conservation

Easement recorded against it. Therefore, the only thing the City did not have was an agreement regarding animals and livestock. Commissioner Hontz asked if that was the only “get” they were getting. Planner Whetstone clarified that the City has nothing in writing for the irrigation, hay cutting, fertilizing and all things that Frank Richards does to take care of the parcel. She agreed that not all the activity on that parcel was the best benefit, but the City would like a written agreement to better understand what was occurring on the property.

Commissioner Hontz noted that page 3 of the Conservation Easement has a Continued Conservation Reserve program which is a 15 year farm service agency contractual agreement for the stream corridor. Planner Whetstone replied that it was not an agreement for the use of Frank Richards, who sold the land to the City. If the land is annexed, the City would get an agreement in writing. Planner Whetstone stated that when the other parcels were annexed to the City, there was another agreement that said when Frank Richards decides to develop his property he would come to the City first. After a year, if no progress is made with the City, he would be able to ask the County for development. Planner Whetstone believed that provision was in the annexation agreement for Thaynes Creek Ranches. She pointed out that denying the annexation would not keep the property in its current state because it could be developed through the County. The City has been working diligently and a main issue is the use of the open space. The City wants to make sure it is monitored, protected and maintained, and possibly remediated based on a study by the Conservation Reserve Program. Planner Whetstone stated that the City has had conversations with Cheryl Fox, who holds the easement, in terms of whether grazing of the horses and hay cutting could continue.

Commissioner Hontz understood that the “gets” were that the entity that currently manages the open space would continue to manage it and that Mr. Richards would not develop through the County. Commissioner Hontz reiterated her opinion that this was a very generous annexation proposal.

Planner Whetstone remarked that the density analysis showed that the proposed density was low for this area and consistent with the lots along Pay Day and the SF zone. The General Plan expresses an interest in having the City's entry corridor maintaining an agricultural and rural look. The riding stable would remain and while it is an amenity for the development, it also provides an equestrian property in the City.

Commissioner Hontz referred to the minutes on page 44 of the Staff report and her comments from the meeting in September. She appreciated the Staff's opinion and analysis, but she disagreed. Commissioner Hontz noted that in September she had said that it was a benefit to the landowner to go from 0-7 units and the Planning Commission needed to find benefits for the City. Planner Whetstone stated that restoration of the property is also important. The City required and the applicant agreed to LEED Silver for all the homes being constructed. The applicant also agreed to limit the houses sizes and the disturbance area. Other benefits include restricting the use of the City open space land and repairing and maintenance of ditches that serve the property. Planner Whetstone stated that various other parts would be part of the annexation agreement and the Planning Commission would have the opportunity to review those at the next meeting. She would provide it to the Planning Commission early so they would have sufficient time to consider the benefits.

Vice-Chair Thomas stated that the drawings in the packets were too small to read the lettering. He asked about the size of the barns and whether there were driveways leading to the barns. Mr. Schueler replied that the barn dimensions were 36' x 36'. Vice-Chair Thomas clarified that Lots 1,2, 6 and 7 would have a 36' x 36 one-story barn. He was told that this was correct and

the use would be for horses and storage equipment. Vice-Chair Thomas suggested limiting the use to agricultural use only and eliminate the possibility of ATV, snowmobiles or similar items. Vice-Chair Thomas also wanted to see how the barns would be accessed.

Planner Whetstone asked if the Planning Commission would be interested in seeing design guidelines like they did with Park City Heights. Vice-Chair Thomas stated that the nature of the site is agrarian. He did not want to be too restrictive with design guidelines, but he encouraged agrarian structures and elevations. Commissioner Strachan did not want all seven homes to look the same. Director Eddington suggested variety with the barns as well. Planner Whetstone offered to make variation in design and materials a condition of approval.

Mr. Richards outlined the problems associated with different barns. He preferred to see one top-of-the-line barn for these homes rather than a variety of different barns. He thought uniformity would add class to the subdivision. Vice-Chair Thomas still preferred variation. Commissioner Wintzer noted that the issue would be addressed and discussed with the plat.

Commissioner Hontz stated that according to the annexation initiation, a complete application for a petition for annexation must also include the preliminary subdivision plat. Planner Whetstone noted that they were looking at the preliminary subdivision plat this evening. The preliminary plat identifies the lots, square footage, etc. The specific details are addressed with the plat application.

Assistant City Attorney stated that an annexation is measured against certain criteria. She noted that the criteria was summarized in the Staff report and she suggested that the Planning Commission provide input on those bullet points.

Planner Whetstone stated that the Staff would come back with the annexation agreement that would address some of their concerns. They would also bring back the analysis for various sections of the Code.

The Planning Commission reviewed the bullet items in the Staff report.

- Conservation Easement and Use/Restoration of PCMC parcel.

Planner Whetstone felt this had already been addressed in their discussion.

- Incentivize Equestrian component of Subdivision.

Planner Whetstone stated that equestrian property is important in this area. They would need to look at how many horses would be allowed in the area and would use the City property and how many horses each lots could have. Since horses require a conditional use permit, part of the annexation agreement would allow the horses to go through an administrative conditional use permit. The Staff was preparing to write that into the annexation agreement.

Commissioner Wintzer asked if the share agreement had time limit on use of the land. Mr. Richards stated that it was a verbal agreement and there was no time limit. Commissioner Wintzer felt it was important to have something in writing to give the City leverage if someone abuses the land. Planner Whetstone stated that the recommendation from Summit Land was for a two-year or three-year review and the City would do the report and report back to Summit Land. She clarified that use of the land would not be in perpetuity.

Mr. Richards asked if the Planning Commission would prefer that he not develop the land as equestrian property. The lots are averaging 2 acres per lot and he was willing to consider a

different type of development. Commissioner Wintzer replied that horses were not the issue. If someone is using public land, the City would want a mechanism to monitor the conditions of the annexation and development. Mr. Richards understood and he was not opposed.

- Fencing.

Planner Whetstone noted that this item had already been address.

- Affordable Housing.

Planner Whetstone noted that there was a requirement for affordable housing at 15%. The calculation was .1 times 900 square feet. The affordable housing unit must be built on site unless the Housing Authority allows it to be a fee-in-lieu or constructed elsewhere. That language will be in the annexation language. Planner Whetstone noted that Mr. Richards has an existing manager's unit that could count as affordable; however, the unit would need to be deed restricted.

- Historical and cultural resources

Planner Whetstone stated that there have been conversations with the State, the County and City and the Historical Society and there are no known resources at this time. Before the plat is recorded there would be a historic survey of the property. If anything is there it would go into the Historic Sites Inventory. If nothing is found they would have that certification. Planner Whetstone stated that there would also be language in the annexation agreement addressing cultural or archeological. If anything is found during an excavation there would be a process and procedure to follow.

- Zoning

The Staff recommended Single-Family because it is consistent with the surrounding neighborhoods. She pointed out that the neighbors were not interested in nightly rental and that the Iron Canyon Subdivision rezoned to single-family because they had issues with nightly rentals. Single-Family zoning allows greater density, which is why each lot should be deed restricted to prohibit re-subdivision to increase the density. The eighth lot is for a riding stable and that should also have a deed restriction.

- Preliminary plat lot layout, building pad size, and visual analysis

Planner Whetstone noted that the building pad for Lot 7 was moved to the south. The applicant would provide visual information. The Planning Commission would have a more detailed discussion at the time of the final subdivision plat when the final lot lines are drawn and the building pads are identified.

- Public benefits

The Planning Commission discussed public benefits earlier in the discussion.

Vice-Chair Thomas opened the public hearing.

Ruth Meintsma commented on the sand barns. It was mentioned at the last meeting that the barns would be the same and would favor variations.

Mike Jorgensen, a resident at 20 Pay Day Drive, was surprised by the discussion this evening. He came to this meeting five hours earlier thinking it would be a no-brainer, great project. He is the one who would be looking at the barns and he would much prefer having a high-quality barn in his back yard rather than a cinder block barn that could be built. Mr. Jorgensen stated that he attended this evening because he was primarily concerned about the fence. His lot is

intersected by the lot line coming down the other way. He currently has a vinyl and rail fence and he was opposed to metal wire fencing. Mr. Jorgensen emphasized how hard Mr. Richards has worked to propose a project that looks nice. In looking at the history of the open space and how much Park City paid for that open space versus how much it is worth today, they would find that the City already got something for nothing. Mr. Jorgensen believed the City has benefitted a great deal from that property purchase. He stated that Mr. Richards developed the property and worked there and at this point in his life decided he would like to subdivide it out. However, the City feels that it has the right to get something for nothing. Mr. Jorgensen reiterated his preference for a nice looking fence and attractive barns. He would be the most impacted by this development and strongly supports it.

Vice-Chair Thomas closed the public hearing.

Mr. Richards clarified that he was not poaching on City property. He did not want to sell the property when the City approached him about purchasing to maintain a view corridor coming into the City. He told them no because he had purchased the farm and developed every fence and every building on the property and he wanted to use it as long as he lived. The City asked if he would consider selling if they allowed him to continue using the property. Mr. Richards eventually sold the property and worked out an agreement because it was important to the City. He believed he sold the property at a fair price at the time with the understanding that he could continue to use the property as long as he lived.

MOTION: Commissioner Strachan moved to CONTINUE the Richards Parcel Annexation to January 9, 2013. Commissioner Hontz seconded the motion.

VOTE: The motion passed unanimously. Commissioner Savage was not present.

The Park City Planning Commission meeting adjourned at 10:35 p.m.

Approved by Planning Commission: _____

January 9, 2013

4. Richard Parcel – Annexation (Application PL-12-01482)

Planner Whetstone reviewed the request for annexation and zoning of approximately 33 acres of property along Highway 224. Park City Municipal Corporation owns a 19.74 acre parcel. The Frank Richards Family Trust owns the remaining 13.75 acres.

Planner Whetstone reported that the requested zoning for the Frank Richards Parcel is single family zoning. A preliminary plat was submitted with the annexation for seven single family lots, with a requirement in the annexation agreement that the lots be constructed LEED Silver Standard. Part of the proposal is a common lot for an indoor riding arena as an amenity for the subdivision. Planner Whetstone indicated a private driveway and public roads. Lots greater than one acre could be horse lots.

Planner Whetstone stated that the 19.74 acres owned by Park City Municipal Corporation was recommended to be zoned ROS. However, regardless of the zoning, that parcel would be City open space and subject to the Deed of Conservation Agreement that has been held by Summit Land Conservancy since 2005.

Planner Whetstone reported that the annexation was subject to the conditions of the ordinance attached to the Staff report, which included Findings of Fact, Conclusions of Law and Conditions of Approval. It was also subject to the Annexation Agreement which was in draft form and attached to the Staff report as Exhibit I on page 250.

Planner Whetstone stated that the procedure is for the Planning Commission to forward a recommendation to the City Council on the requested Annexation, whereby the City Council would make the final determination and take final action.

Planner Whetstone noted that the annexation plat being recommended at this point was included as Exhibit A in the Staff report. If approved, the annexation plat would be recorded at Summit County with the ordinance and the Annexation Agreement. It would then go to the State for final certification.

Planner Whetstone reviewed the revisions to the preliminary subdivision plat. Additional information was added regarding the white fences proposed. The barns were moved as close to the houses as allowed by Code, which was 75'. Planner Whetstone noted that the fence on Lot 7 would be consistent with the existing fence across the north property line. Planner Whetstone outlined the main items that would be addressed at the final subdivision plat. A final subdivision plat would be submitted, the final lot platting would be reviewed for consistency with the preliminary plat. Buildings and barn location, sizes, design and height would be identified as on the preliminary plat. A final subdivision determination is made at the time of review of the final subdivision plat. Issues such as limits of disturbance, grading, a fencing plan, lighting, landscaping, utilities and other items addressed as conditions of approval that must be submitted prior to recording the plat or at the time of the building permit would be part of the final subdivision review. Planner Whetstone emphasized that much more detail would be submitted and reviewed at the time final subdivision phase.

Planner Whetstone commented on items that still needed to be address by the City Council. She noted that the Annexation Agreement addresses water; however a separate water agreement was being drafted as part of the annexation, as well as a license agreement for agricultural use and grazing of the PCMC parcel.

Planner Whetstone outlined items to be addressed by the Housing Authority. The Housing authority has the ability to determine whether affordable housing can be an in-lieu fee or whether it must be provided on site. All annexations require an affordable housing component according to the resolution in effect at the time of the annexation.

Planner Whetstone reviewed the public benefits associated with the annexation request. The Staff analysis was provided in the Staff report. She believed the most important benefit was the ability for local control of this land in a prominent entry corridor. Currently, the property is an island of County jurisdiction surrounded by Park City. The property is contiguous to the City and could easily be served by City services. Planner Whetstone stated that the current configuration was equestrian rural character and the proposal would preserve the existing agricultural entrance into Park City. It also preserves the sensitive wetlands.

Planner Whetstone stated that a typical single family subdivision in the area is three units per acre, which would allow approximately 40 units on the site. Therefore, the seven unit proposed would be a significant reduction in density. She pointed out that currently the City parcel was being used on a handshake, gentleman's agreement. Another benefit of the annexation would be that any use of that City property would require a license agreement (or lease agreement) to be determined by the City Council. Planner Whetstone remarked that LEED Silver construction was another benefit of this proposal. An extension of the sidewalk from the existing subdivision across the property's frontage on Payday Drive was also a public benefit of the annexation.

Planner Whetstone presented recommended changes to the findings. She referred to Finding #7 regarding the lease agreement on page 222 of the Staff report. In an effort to keep the language more general, she recommended striking the last sentence in Finding #7 and replacing it with, "A lease agreement is required for any use of the PCMC Parcel by any entity other than the City." Planner Whetstone referred to page 223 of the Staff report, and revised Condition #11 to read, "Use of the PCMC parcel shall be addressed and regulated by a signed and executed License Agreement for Agricultural Use and Grazing prior to commencing the use. 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."

Commissioner Savage asked if the recommended changes were acceptable to the applicant. Mr. Richards stated that he has had an agreement with the City for 14 years. He was comfortable with the recommended changes as long as he could continue to use the ground. He pointed out that the proposal would be done in two phases. The second phase would be Lots 5, 6, 7 and 8. He would like to continue to graze horses like he has for many years until the property is subdivided and fences are installed.

Planner Whetstone referred to the draft Annexation Agreement on page 250 of the Staff report. She noted that Mr. Richards and the City reviewed the agreement and made changes after the Staff report was published. She highlighted the key revisions. On page 255, Item 18, in an effort to keep the language more general, the phrase, "parties shall enter into" was stricken, as well as the language specifically mentioning Frank Richards and specific uses. Item 18 was revised to read, read, "A license agreement for agricultural use and grazing on the PCMC parcel for use of the PCMC parcel is required for any use by anyone 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 (Exhibit D)." Planner Whetstone explained that the mention of specific uses was deleted because the uses would be determined by Park City and Summit Land Conservancy.

Planner Whetstone noted that additional revisions for clarification would be made prior to sending this to the City Council.

The Staff recommended that the Planning Commission conduct a public hearing and consider forwarding a positive recommendation to the City Council on the annexation and the zoning map amendment based on the findings of fact, conclusions of law, and conditions of approval in the draft ordinance with the revisions as stated.

Steve Schueler with Alliance Engineering, believed Planner Whetstone had adequately abbreviated the benefits of this project. He recalled specific concerns raised by the Planning Commission at the last meeting regarding specific issues such as the barn, fencing and other items. He was willing to discuss those concerns in more detail if the Commissioners still had questions. Commissioner Wintzer pointed out that those issues should be addressed at the time of the subdivision and not with this application. Mr. Schueler understood that they would be addressed at that time; however, he was willing to speak to any issues this evening.

Commissioner Savage apologized for having to leave early at the last meeting before he had the opportunity to participate in the discussion. He understood that historically the large plot of land that Mr. Richards currently anticipates to be able to use as grazing property with this subdivision now belongs to Park City Municipal. Therefore, Mr. Richards would need to enter into a lease agreement with PCMC in order to have that allowed use for a sustained period of time. Commissioner Savage wanted to make sure that Mr. Richards was comfortable that the lease agreement would provide him the ability to get that entitlement in the way he has contemplated this development.

Mr. Richards stated that the project was designed so he would not have to use that property. All the lots, with the exception of the two on Payday Drive are in excess of an acre or 1.25 acre. He has a verbal agreement with the City and he understood that when he sells the lots, if people choose to use that property and maintain it, they would have to enter into an agreement with the City.

Commissioner Savage recalled a previous discussion where the HOA of that subdivision would have an agreement that would provide access to that property for all

the homeowners. Commissioner Savage clarified that he was not trying to structure anything for Mr. Richards. He only wanted to explicitly make sure that Mr. Richards was comfortable with the direction of the revised language. Mr. Richards replied that he was comfortable with the direction of the language.

Chair Worel opened the public hearing.

There were no comments.

Chair Worel closed the public hearing.

Commissioner Thomas asked if any studies or analysis had been done regarding the impacts to the wildlife on that parcel because he has personally seen moose in the area. Mr. Schueler stated that there would not be any impact to the wildlife corridors with respect to the City property because there were no proposed changes to that space. Mr. Richards' property is fully fenced. Commissioner Thomas stated that if Mr. Richards anticipates continued grazing on the City property, it would imply an impact.

Mr. Richards stated that he rarely sees wildlife in the area; however, occasionally he has spotted deer or moose and they graze with the horses. Commissioner Thomas stated that he drives that road every day and he sees moose once a week in that area.

Heinrich Deter, City Trails, remarked that there have been historical uses of agriculture on the property, and that was the reason for wanting to separate the lease agreement for uses away from the Annexation. The details and controls would be formalized in the lease agreement with a specific person, rather than as a possible entitlement to a specific lot. Mr. Deter stated that wildlife impacts could still be addressed. He has been working with Conservation Services on a grazing plan for this area and they could also look into wildlife issues. Commissioner Thomas noted that historically the City has required a wildlife study in other annexations. Mr. Schueler stated that he and Mr. Richards had reviewed the wildlife information from the State Department of Wildlife Resources, and that information was contained in the Staff report. Planner Whetstone pointed out that the maps shows that this area is used by deer, elk, moose, birds and other wildlife.

Commissioner Wintzer noted that Condition #3 on page 225 of the Staff report talks about identifying building pads for houses and barns at the final subdivision plat. He would like the language to include that hard surface pads that identifies the driveways and where they would go to the barns would also be addressed with the final subdivision plat.

Commissioner Wintzer clarified that the City was currently approving the annexation with the zones. He would like to have the bottom portion of Lots 1, 3, and 6 put into the ROS zone. It could still be fenced, but it would guarantee that buildings would not be located close to the open space. Mr. Schueler thought that could be accomplished by designated building pad locations. Commissioner Wintzer replied that it would be accomplished initially, but those could be amended. The zone could not be amended

without applying for a zone change. Commissioner Wintzer pointed out that ROS zoning would move the barns close to the homes and away from the open space.

Commissioner Hontz asked about the redline setback. Planner Whetstone replied that it was the 50' setback from the wetlands. Commissioner Hontz thought the wetland setback was 100' feet from structure. Mr. Schueler replied that the LMC requires 50 feet. Commissioner Hontz asked about the requirement for the Army Corp of Engineers. Planner Whetstone replied that it was 20 feet from irrigation, but the applicant was showing 50 feet. Commissioner Hontz concurred with Commissioner Wintzer. There needs to be a reality in the way things should be. If the Planning Commission likes a proposal and wants to approve it, they need to add the layers of protection. She supported Commissioner Wintzer's idea of adding ROS so the actual line follows the redline or the wetlands. She also preferred to include the upper portion of Lot 7 as well.

Commissioner Wintzer pointed to the areas that he was suggesting to be ROS. Planner Whetstone remarked that the issue was that the barn could not be any closer than 75 feet, and the plan as shown was drawn at 75 feet. She suggested the possibility of putting an ROS line on the plat for Lot 7 that could be identified and legally described in the subdivision plat. She believed that would address their concerns about protecting the north end. Planner Whetstone stated that zoning a portion of the lots ROS would eliminate the acreage for horses. Commissioner Hontz pointed out that the acreage was not being taken away because they were only changing the zoning. The owner would have the same amount of acreage required to have horses, but they would not be able to use the ROS portion to calculate additional density. She agreed that protection measures were already in place, but without additional layers, it is too easy to request changes and amend was what done.

Commissioner Savage remarked that in terms of thinking about visual corridors and highway 224, Thaynes Canyon is lined with houses. Everything they were talking about modifying in Mr. Richards plan would be tucked into a corner with houses on both sides. In his opinion they were only talking about moving the barn back and forth. Commissioner Savage stated that Mr. Richards has proven to be a responsible friend of the City's and he thought they should allow him to do his project.

Commissioner Hontz stated that the ROS zone would not change Mr. Richards' plan. However, it would make it more difficult for a future owner to undo what Mr. Richards intended. Commissioner Savage disagreed. He felt it would force the buyer who purchases a lot from Mr. Richards to be constrained to one side of the lot rather than take full advantage of the lot.

Planner Whetstone pointed out that the Annexation Agreement would not allow additional density. Commissioner Savage clarified that his issue was not about density. It was about allowing the owner to place a barn on his lot where he wants it. Planner Whetstone explained that the subdivision plat would state that these lots may not be separately divided. The annexation agreement sets the density and the applicant is proposing building pads for the final plat to set the location of housing and barns.

Commissioner Hontz remarked that additional layers would make any changes more difficult and require three steps instead of one. Step one would be to amend the annexation agreement. Step two would be to modify the lot location through the subdivision plat. Step three would be to change the zone. Commissioner Hontz understood that not everyone agreed with her, but she was not willing to move forward without the layers.

Commissioner Savage thought they were talking about two different things. He understood that Commissioner Wintzer was proposing to draw a vertical line through Lot 1 and everything to the right of that line would be zoned ROS. ROS zoning would preclude building on that portion of the lot at any point in the future. Commissioner Savage believed that approach would significantly diminish the natural value of the lot because the owner would be restricted on how he could use his lot. He did not think the Planning Commission should do those things “willy-nilly”. Commissioner Wintzer stated that it was not being done “willy-nilly”. Secondly, Mr. Richard does not have a lot. He was requesting to create a lot and the Planning Commission was providing description to it. Planner Whetstone clarified that the request was for an annexation and preliminary plat. Commissioner Savage made it clear that he agreed with Commissioner Hontz regarding the wetlands.

Commissioner Hontz understood that water rights were part of the annexation agreement, and she asked if the City had to purchase those water rights when they purchased the acreage.

Tom Daley, representing the City, explained that the water rights belonged to Mr. Richards and he would sell them as part of the entitlement to the individual lot owners. Commissioner Hontz read from the Annexation agreement, “An additional ten acre feet were conveyed to the trust for public lands”. Mr. Daley explained that those were part of the same underlying water rights. The ten acre feet were separated off and are pertinent to the Park City open space. Therefore, they would not be used in the subdivision. Commissioner Hontz asked if any money exchanged hands for those ten acre feet of water. Mr. Daley replied that the City purchased ten acre feet. Mr. Richards owns approximately 11,000 acre feet of water rights and the ten acre feet are a part of that. Commissioner Hontz felt that explanation answered her question.

Commissioner Strachan read language in the Annexation Agreement stating that the petitioner has to pay 86 acre feet of the decreed water right to a third party. He wanted to know who would be the third party. Mr. Daley replied that it was a deal Mr. Richards made with John Cummings. Mr. Richards stated that he leased the water rights to the City for approximately ten years with a first right of refusal. He offered the rights to the City and the City chose not to buy them. John Cummings became aware that the water rights were available and he purchased them from Mr. Richards.

Commissioner Hontz referred to her comments from December 12th and noted that nothing in the application had changed enough to make her change her opinion on what they were being asked to approve this evening. She believed the density was compatible with the neighborhood and she never found that to be an issue. However,

she uses the same filter for every annexation and with this one she did not believe there were appropriate “gets” for the community in return for the density that she felt was very generous. Commissioner Hontz thought it was important to have the additional protection of ROS lines being added at a minimum on Lot 7, and to have an entire affordable housing unit instead of the partial unit proposed, whether on-site or a fee in lieu, in addition to utilizing a caretaker unit on site. The added protection and the affordable housing unit would need to occur before she could begin to feel comfortable with upzoning from zero to 7 units.

Commissioner Strachan stated that his comments have remained the same since the beginning. He has always thought the Estate zone was more appropriate than single family. Commissioner Strachan also thought the comments made by Commissioners Wintzer and Hontz regarding the position of the building pads should be set in stone and defined now.

Commissioner Savage stated that the City talks about “gives” and “gets”, yet they were not giving credit to the historical “gives” that Mr. Richards has provided to Park City and Summit County and the community. He did not like the fact that the Planning Commission was treating Mr. Richards like a random stranger. Commissioner Savage believed there were a lot of “gets” for Park City. They would annex this property into the City and get the economic benefit associated with development on that property. They would also get the underlying tax base that would come about as a consequence of that development. Commissioner Savage stated that taking a casual glance at the homes along Payday Drive and the homes along the Aspen Springs subdivision in talking about the question of density, he would conclude that the density in this proposal was significantly less than in those very present contiguous neighborhoods. Therefore, density was not an issue and there were economic benefits to this annexation request.

Commissioner Savage believed Mr. Richards had come forward with a proposal that improves the overall quality of what exists in the City and it does nothing to detract from the beauty associated with the surrounding area.

Commissioner Gross concurred with Commissioner Savage.

Commissioner Thomas was uncomfortable being painted into a corner because he is concerned about the visual impact of the barns on the entry corridor to Park City. He sided with Commissioners Strachan and Wintzer in terms of the sensitivity of where those barns are placed. Commissioner Thomas stated that in the design process and establishment of the building pads, Lots 1, 2 and 6 pull the residential components as tight to the front yard setback as possible, being sensitive to the depth of that building pad to create 75 feet to the barn and possibly pull the barns forward. Commissioner Thomas believed the barns would have a visual impact on the entry corridor. He felt they needed to be careful about where they establish the building pads; however, he was unsure whether that should be done now or in the subdivision plat.

Commissioner Wintzer stated that the zoning is done now and the building pads are defined with the subdivision plat. Commissioner Thomas replied that in his opinion, the

most critical component was positioning the building pads as tight to the west as possible. Mr. Schueler pointed out that the barn on Lot 6 was an existing barn. Commissioner Thomas stated that it would have been helpful to have that identified as an existing barn. He pointed out that two or three additional barns would add to the visual impact, particularly if equipment can be parked next to them. Mr. Schueler remarked that the barns are proposed to be large enough to store equipment inside rather than outside the barn.

Commissioner Gross recalled that two months ago Mr. Richards presented photos of the barn that he wanted to use. At that time the Planning Commission wanted variety as opposed to having all the barns look the same. He believed Mr. Richards had tried to be responsible in reacting to their direction.

Mr. Richards stated that by putting two zones on 1.25 acre of ground really limits the salability of the lot. Commissioner Gross suggested that the ROS portion could be designated as a no-build easement area as opposed to a different zone. Mr. Richards asked if it could be done through covenants. Commissioner Wintzer pointed out that a covenant could be easily changed.

MOTION: Commissioner Wintzer moved to forward a POSITIVE recommendation to the City Council on the Richards/PCMC Annexation and zoning map amendment based on the Findings of Fact, Conclusions of Law and Conditions of Approval in the draft ordinance as amended by Planner Whetstone, and with the amendment to Condition #3 to include the hard surfaces, and the request to add a zone line to zone the easterly portion of Lots 1, 2 and 6 and the wetlands portion of Lot 7 to ROS zoning.

Commissioner Hontz referred to page 225 of the Staff report, and language in Condition #7, "Construction of a five-foot wide public sidewalk along Payday Drive...." "The sidewalk and all required public improvements including, landscaping on the public right-of-way, shall be complete prior to issuance of a certificate of occupancy for any house on the property." Commissioner Hontz pointed out that Mr. Richards already has a house on his property; therefore, the condition was not accurately written. She wanted to make sure that nothing else could be built until the sidewalk and all improvements were installed. Planner Whetstone revised Condition #7 to state, "...for any new construction on the property." subject to the final plat." Commissioner Hontz wanted to make sure that nothing else could be built until the sidewalk and all improvements were installed.

Commissioner Gross seconded the motion.

VOTE: The motion passed 4-2. Commissioners Gross, Thomas, Wintzer and Strachan voted in favor of the motion. Commissioners Savage and Hontz were opposed.

Planner Whetstone requested that the Commissioners be more definitive on the location of the proposed ROS line. Commissioner Savage clarified that the Commissioners

intended to arbitrarily decide this evening how Mr. Richards would have to divide his lots. Commissioner Wintzer replied that this was correct.

Planner Whetstone stated this has previously been done on a few parcels. One in particular was Morning Star Estates, which had a stiffer zoning for the open space. However, the City typically plats the ROS line, which is the limit of disturbance line. In this case they were platting building pads and the remainder of the lot would be unbuildable area. Planner Whetstone believed that ROS zoning for the wetlands and the wetlands setback area made sense on Lots 6 and 7.

Assistant City Attorney McLean recommended that the Planning Commission consider where they wanted the absolute no-build zone as opposed to defining the building pads. That would allow some flexibility for shifting the building pad as long as it stayed out of the no-build area. Commissioner Hontz remarked that there was already agreement on areas where building could not occur because of the wetlands. This was just an added layer of protection. Commissioner Savage was comfortable with an ROS designation on the wetland areas because it was already an unbuildable area.

Commissioner Thomas indicated the existing homes along Payday and the last house before Mr. Richards. He remarked that if the existing property line between the two properties continued straight up, that could delineate the ROS zone. It would leave a non-complying barn in the ROS zone, but the other two barns would be forced forward slightly. Planner Whetstone pointed out that a barn would be allowed in the ROS zone as an accessory structure through a CUP. Commissioner Thomas stated that extending the property line would not necessitate moving the barn on Lot 1. The barn on Lot 2 would probably have to shift forward. Commissioner Gross asked if the existing barn could be grandfathered in its existing location within the ROS zone, with the caveat that if it were ever demolished and replaced, the replacement barn would have to move. Commissioner Thomas pointed out that in addition to building pads, they could designate non-disturbance lines that are platted on the subdivision plat to help protect the sensitive areas.

Commissioner Savage assumed that the items they were discussing could be accomplished in conjunction with the subdivision approval. Commissioner Thomas stated that other than the modification of the zone, the rest could be accomplished with the subdivision. Commissioner Savage reiterated his earlier position that the Planning Commission was willy-nilly imposing a constraint on Mr. Richards in an effort to get a "get" now, when they would have significant amount of control and influence at the time of the subdivision. In his opinion, doing it now provides no benefit to the City and it detracts the ability for Mr. Richards to have the maximum creativity to plan his subdivision. Commissioner Wintzer pointed out that a motion had already been made and it was voted on and passed.

Director Eddington understood that the Planning Commission was recommending to move the ROS line to the west approximately 75 feet. Planner Whetstone clarified that it would be from the northwest corner of Lot 9 of the Thaynes Creek Subdivision and continue north, parallel to the northern property line of Lot 6. It would also encompass

all of the wetland areas. Commissioner Hontz suggested that instead of forming a triangle, it should be an east to west or west to east line somewhere north of the barn on Lot 7.

Assistant City Attorney McLean stated that accessory buildings less than 600 square feet are allowed uses in the ROS zone. A barn is called out as an accessory building in the Code. An accessory building larger than 600 square feet would require a conditional use in the zone. Commissioner Thomas asked if they could establish the buildings pads since they were looking forward to doing a plat amendment. Ms. McLean replied that they could establish the building pad area, but if the property is zoned, a building pad could not be placed within a zone that does not allow it.

Planner Whetstone reviewed the proposed changes to the Conditions of Approval in addition to the ones she had revised earlier in the meeting.

- Condition #3 – To define driveways and hard surface areas at the time of the final subdivision plat.

- The motion to include the ROS zoning on Lot 7, with a line that goes east-west north of the barn shown on Lot 7, as well as ROS platted portion of Lots 1, 2 and 6 that would be to the east of the line drawing from the northwest corner of the adjacent property.

Mr. Richards asked if he would be able to have a gravel road to the back of his property. Planner Whetstone stated that he could provide a driveway in the ROS zone.

Commissioner Hontz clarified that everything starting on Highway 224 on the open space parcel all the way over to the new line would be zoned ROS, and it would then go up to Lot 7. The ROS zone would be contiguous to the east and to the south and the west. Planner Whetstone replied that this was correct.

Due to the discussion and additional changes following the vote on the previous motion, the motion was restated and voted on again.

MOTION: Commissioner Wintzer amended his previous motion to include the clarification of the new ROS lines. Commissioner Gross seconded the motion.

VOTE: The motion passed 4-2. Commissioners Strachan, Wintzer, Thomas and Gross voted in favor of the motion. Commissioners Savage and Hontz were opposed.

Exhibit H - House Size Comparison in the Neighborhood

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

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 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, 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 description 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 Petitioner's Property 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.

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 Fifteen (15') 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 fifteen (15') 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 1 acre foot from this water right for each of Lots 3 and 4, 2 acre feet for each of Lots 1 and 2, and 4 acre feet for each of lots 6 and 7 for the purpose of irrigation and stock water for a

total of 14 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 sold 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 water delivery system within the subdivision.

The water agreement 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, the City in proportion to each party's quantity of water. Any additional cost-sharing by the third party shall be the subject of a separate, additional 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.

Petitioner also owns 3.021 acre feet under water right 35-12322 (a30722a), a segregated interest of Water Right 35-8459, for domestic use and irrigation of the existing residential uses on the Petitioner's Property, as well as stock water for 27 Equivalent Animal Units. This water right shall be retained by the Petitioner together with the remaining 2.5 acre feet of water right 35-8458 for use on Lot 5 of the proposed subdivision. Petitioner may sell or convey to the HOA of the proposed subdivision 1.521 acre feet of water right 35-8458 for irrigation of landscaping along the private access drive, common areas, and Lot 8 of the proposed subdivision, all as provided in the Water Agreement.

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 fifteen foot (15') 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 _____ day of _____, 2013.

(Signatures begin on following page)

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

By: _____
Dana Williams, Mayor

Dated this _____ day of _____, 2013.

ATTEST: City Clerk

By: _____
Janet Scott, City Recorder

Dated this _____ day of _____, 2013.

APPROVED AS TO FORM:

Mark Harrington, City Attorney

Dated this _____ day of _____, 2013.

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

By: _____

Name: _____

Dated this _____ day of _____, 2013

Acknowledgement (notary)

Exhibits (see staff report for these exhibits- will be attached to Ordinance for publication)

- A. Annexation Plat
- B. Legal Descriptions
- C. Preliminary Subdivision plat
- D. Deed of Conservation Easement
- E. Water Agreement

EXHIBIT A
TO
ANNEXATION AGREEMENT
[Attach Annexation Plat]

EXHIBIT B
TO
ANNEXATION AGREEMENT
[Attach Legal Description]

EXHIBIT C
TO
ANNEXATION AGREEMENT
[Attach Preliminary Subdivision Plat]

EXHIBIT D
TO
ANNEXATION AGREEMENT
[Attach Deed of Conservation Easement]

EXHIBIT E
TO
ANNEXATION AGREEMENT
[Attach Water Agreement]

Richards Annexation Petition

Introduction

Frank Richards and Park City Municipal Corporation (PCMC) are petitioning to have their respective and adjoining properties annexed into Park City. The project area is located north of Payday Ave. and west of Hwy. 224 and exists as an island of unincorporated Summit County land within the boundary of Park City Municipal Corporation. 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 Richards property. The annexation petition is consistent with the Purpose and General Requirements of Chapter 8-Annexation of the Park City Land Management Code. See attached Annexation Plat and Boundary Survey

Property Description:

The 19.74 acres of PCMC property consists of:

- 1) Flat, open space/ pasture land intermixed with wetlands habitat.

The 14.00 acres comprising the Richards property consists of:

- 1) Generally flat, grassy pasturelands, with wetlands, including associated irrigation ditches,
- 2) Spring-fed, man-made ponds and outlet ditches (one quarter acres in size),
- 3) Existing residence, barns, accessory buildings, enclosed and open arenas, and landscape areas (see attached Existing Conditions Plan).

Existing Conditions

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

1a. Slopes:

A slope analysis has been conducted with the following results:

Slopes 0 – 15%	99.3% (13.9 acres)
Slopes 15-30%	0.6% (0.1 acre)
Slopes 30-40%	<0.1%
Slopes 40%+	<0.1%

The property is flat, with no consistent, steep slopes (See attached slope analysis).

b. Wetlands and Hydrology:

Wetlands have been delineated on the property, by Ahorizon Resources LLC of Park City and are shown on the attached Wetlands Exhibit. A report of the wetlands and associated features including the ponds, drainages, and ditches is attached with this application. The wetlands delineation has been submitted for approval to the Army Corps of Engineers.

Richards Annexation Petition

The ponds on the property were man-made for property enhancement purposes. Historic agricultural uses over the years have impacted the courses of the spring water as they have run over the property, and, as such, two or three irrigation ditches direct this water toward the city open space and ultimately to Macleod Creek.

c. Vegetative Cover:

Virtually the entire parcel is pasture lands. The perimeter of the property was fenced in 1974. It has been grazed continuously during this time-period and, for the most part, the vegetative cover consists of pasture grasses, including bromes, timothy, foxtails, and bluegrasses, along with a variety of native forbs and perennials.

Additionally there is the landscape area surrounding the existing Richards residence. This consists of irrigated lawn areas, perennial beds, and various deciduous and evergreen tree species.

A very small portion of the property (900 SF) contains low-growing shrubs consisting of willows, associated with the wetlands found on the property. See attached vegetation exhibit.

d. View Corridors:

The Richards parcel presents as a horse farm set within the backdrop of Iron Mountain and Thanyes Canyon. Foreground open space, owned by Park City, along with the 14.00 acres of the Richards farm create a visual impression of a large undeveloped pasturelands and fields, intermixed and surrounded by the existing subdivisions of Thanyes Canyon, Iron Mountain, and Aspen Springs. See attached View Corridors Exhibit.

Changes to the visual character of the property would be most pronounced along Payday Ave. Portions of the Richards property that are currently open, pasture lands would be occupied by residences. Lot 3 would be most visually obvious and similar to the existing streetscape on Payday Ave. Lots 1 and 2 are deep lots and the residences proposed on these lots could be set back further than the existing residences found on Payday Ave.

From Hwy. 224, the existing Richard's residence and associated barns and outbuildings are visible, but not visually dominant. The existing city open space serves as a visual buffer between Hwy. 224 and the Richards parcel. The most visually obvious from Hwy. 224 would be at Lot 4. The remaining lots 1, 2 and 3 would not be visually apparent from Hwy. 224.

e. Wildlife:

The Richards property is bounded to the East and North by dedicated open space and to the West and South by single family residences in the Thanyes Canyon and Aspen Springs subdivisions. The entire Richards parcel is surrounded by a wood and/ or wire fencing which have precluded migratory mammals

Richards Annexation Petition

such as deer or elk from access to the property. It has been grazed continuously since the property was developed as a horse property in 1974.

An inquiry to the State of Utah, Division of Wildlife Resources, Department of Natural Resources (DWR) indicated that there are no species of concern found on the property including sensitive or threatened and endangered species, as noted in attached letter from the DWR

Wildlife habitat mapping for important species has been downloaded from the State of Utah GIS Portal website. These species include black bear, moose, elk, mule deer, and ruffed grouse. As shown on the wildlife mapping, black bear, mule deer, moose and elk may be found on surrounding mountains and nearby open space lands, such as the Osgethorpe Barn open space parcel and larger horse parcels in the Aspen Springs subdivision according to the UDWR (see attached letter). According to the GIS mapping data, ruffed grouse habitat is ubiquitous throughout Summit County, including the Richards parcel (See attached Wildlife Habitat exhibit).

f. Historic and Cultural Resources

Prior to the purchase of the Richards parcel, by Frank Richards, the property was undeveloped, open space. Upon purchase, the property was perimeter fenced and converted to a single family residence, and equestrian uses. The equestrian uses of the property include a small enclosed arena, open fenced arenas, barns and horse stalls. The entire property has been modified and altered due to construction of the residence, and out-buildings, and to the equestrian uses. During this time-period no sites of historic or cultural significance were encountered by the property owners. Inquiries made to the Office of Utah State History, (Historic Preservation and Archeology) indicated no sites of historic or cultural significance on the property.

g. Geological Features

The Richards parcel contains no geological features identified in the State of Utah GIS databases. As indicated on the slope analysis the site is a flat, valley plain bounded by the foothills to the west and MacLeod Creek to the East.

Proposed Subdivision Plan

A subdivision of the 14-acre parcel is proposed with the annexation. The proposed plan proposes a five lot subdivision as shown on the attached Subdivision Concept. One of the proposed lots is the existing Richards residence as shown on the Existing Conditions map, and will remain unchanged. A second lot-of-record exists as part of the Thaynes Creek Ranch 1B subdivision and would be merged into one of the proposed lots. This lot exists within the municipal corporation boundary. See attached Annexation Plat. Cumulatively, the annexation proposes to add new three building lots.

Richards Annexation Petition

Existing and Proposed Streets and Roads

The Richards parcel is bounded to the South by Payday Ave., a 30-foot wide public collector road. 33 residences access Payday Ave., of these 23 have curb cuts on Payday Ave., while 10 lots access Payday Ave., via four separate cul-de-sacs. Iron Mountain Drive is located immediately West of the western property boundary. See Existing Conditions Map.

The subdivision plat for the Richards property proposes three lots access directly onto Payday Ave., and the existing driveway alignment be upgraded to a 400-foot long cul-de-sac for access to the two remaining lots. This cul-de-sac is proposed to be a “Low Volume Residential Road,” with 20 feet of pavement section as defined in the Park City Street master Plan. The cul de sac is proposed to be a private road (see Proposed Subdivision Plan).

Data on average daily vehicle trips on Payday Ave. does not exist. Anecdotally, the street receives, very low traffic volumes, which is indicative of the Thaynes Canyon neighborhood and the net gain of three additional residences would not impact the level of service on Payday Ave. or on adjacent roads.

Existing and Proposed Utilities

As shown on the attached Utility Plan, all existing utility providers are located at the property boundaries of the proposed annexation.

Sanitary sewer is located within the Payday Ave. R-O-W. Additionally sewer manholes are located in the city open space parcel to the East and just North of the northernmost boundary of the property, as shown on the Utility Plan. Communications with SBWRD indicate that they have the capacity to serve the subdivision as proposed. Both sewer and water service would be brought to the first phase lots fronting Payday Ave. Because these lots are slightly lower, in elevation, the sewer line for each residence will require an ejector pump. Lots 4 and 5 would receive sewer service by tying into an existing sewer main located at the northern edge of the property as shown on the Utility Plan. Lot 3 already has an existing sewer service to the sewer main in Payday Ave. as a result of the prior approval of this lot within the previously approved Thaynes Creek Ranch 1B subdivision.

Park City water service is provided within the Payday Ave. R-O-W. Water demand has been calculated for all five lots, including the Richards residence as shown on the water demand exhibit. This table has been submitted to the Park City Water Department for consideration of Richard’s water rights to be transitioned to the city. The Richards own water rights and a determination as to the amount of water rights to be transferred to the city are being determined in current discussions with the water and legal departments.

As with the existing sewer service, an existing water service lateral is located in on Lot 3 and is connected to the water main in Payday Ave.

Richards Annexation Petition

Location of Proposed Open Space

No Open Space is proposed as part of this development. The Richards sold a portion of their property to Park City as designated Open Space also included in this annexation. Open space comprises a significant portion of the surrounding land uses.

Existing and Proposed Land Uses

As noted on the attached 1-Mile Analysis and Zone exhibits for a one mile radius surrounding the Richards parcel land uses consist of open space, residential uses, resort residential and commercial. About 1/3 of all lands within 1 mile of the property are unincorporated Summit County lands, all exist as undeveloped open space. Another 1/3 of the lands are open space or recreation uses, including the Park City Golf Course. The remaining lands consist of residential-related uses (SF,E, RD, RDM) and commercial (GC) uses.

Immediately surrounding the Richards parcel is Single family (SF) and open space land uses (ROS). The zoning proposed for this annexation petition is Single Family (SF) as defined in the Land Management Code, consistent with the surrounding land uses. See attached 1-mile Analysis exhibit.

Existing and Proposed Locations of Community Facilities

No community facilities are proposed as part of this annexation petition. Existing community parks include Rotary Park, located about a block from the Richards parcel and the new BMX bike park on Holiday Ranch Loop Road.

Park City Golf Course is located across the street on the south side of Payday Ave. An existing fire station is located ½ mile away on Holiday Ranch Loop Road. The Park City Police Department is located at the corner of Snowcreek Drive and Hwy. 224, about ¾ of a mile away. The Silver Star chairlift and associated trails are located about 1 mile away. The property is located within the Parleys Park Elementary School boundary and is located about 3 miles away.

Anticipated Timetable for Development

Upon annexation and recordation of a subdivision plat it is anticipated that Lots 1, 2, and 3 will be placed on the market for sale. It is impossible to determine when any one of these lots will sell and subsequently be developed as single family residences. No infrastructure improvements beyond, utility connections to these lots, are anticipated. All three of these proposed lots would directly access Payday Ave. It is not expected that Lots 4 and 5 will be developed until a later date in the future. At a minimum the first three lots would be sold prior to development of Lots 4 and 5. At that time, a plat amendment will be submitted to the city and the proposed cul de sac and utilities, shown on the attached utility plan, will be part of that plat amendment.

Richards Annexation Petition

Affordable Housing

The proposed annexation would result in a residential development with a net gain of three lots and residences. Affordable housing guidelines and standards have established a 15% contribution of the total residential units constructed in affordable housing units (AHU). With three proposed building lots the total contribution of this project is 45% of an affordable housing unit. Construction of AHU's are not anticipated as part of the proposed development. Contributions to a city-directed fund and will be made as building permits are secured for each building lot.

Public Utilities and Essential Services Analysis

- a. School Impact Analysis-The 2010 US Census for Park City indicated an average household size of 2.8 people per household. The Census goes on to indicate that 18% of the average household population are school-aged children. The estimated number of school-aged children per household is 0.5. The subdivision proposes to add three full-time residences to the Park City School District. Assuming that one lot is sold per annum and a residence is constructed within that time-frame then 0.5 school-aged children will be added to the student population per annum. Assuming this build-out projection, 1.5 students would be added, in total, to the Park City School District as a result of this project.
- b. Capacity of sanitary sewer services-Snyderville Basin Water Reclamation District has indicated it has excess capacity to service this proposed development. They have reviewed the proposed utility plans and do not see any issues with servicing the subdivision.
- c. Other Services-The annexation area is within the boundaries of Park City Municipal Corporation boundaries. It is surrounded by medium density residential development. Service routes exist for solid waste pick up (private contractor) which is currently afforded to the annexation applicant. All existing municipal and county services are afforded to the proposed annexation property by virtue of its location within Park City Municipal Corporation boundaries and would require no change in the provision of these services as a result of this annexation.
- d. Water Rights-Frank Richards owns 102.5 ac-ft of water under Water Right 35-8458. He has used 42.0 ac-ft on his land for irrigation of approximately 14 acres, and has leased the remaining 60.5 ac-ft to Park City Municipal Corporation for a number of years. Richards proposes to dedicate to the City 1 ac-ft per developed lot for culinary use and incidental irrigation around each home. He proposes to sell to each lot purchasers some additional water for additional irrigation. The balance of the water would be available for sale to the City at fair market value; estimated to be \$14,000 per ac-ft.

Richards previously conveyed from water right 35-8458, 7.5 ac-ft of water to Park City Municipal Corporation in connection with the prior subdivision, and 10 ac-ft to the Trust for Public Lands in connection with the conservation easement on the land adjacent to Highway 224.

Additionally, Richards owns 3.021 ac-ft under water right 35-12322 (a30722a), which is a segregated interest of water right 35-8459, for domestic use in his existing two homes, stock water for 27 Equivalent Animal Units, and irrigation of 0.455 acres surrounding the homes. This water right would be sold with Lot 5 of the proposed subdivision.

Richards Annexation Petition

Fiscal Impact Analysis

The proposed subdivision will add a total of five residences to Park City. According to the Summit County Assessor about 50% of the homes in Summit County are primary residences and 50% are secondary residences. For taxing purposes, secondary residents pay 100% of assessed valuation and primary residences are assessed at 55% of value. As previously indicated, because these lots will be sold individually for construction of single family residences it is impossible to ascertain the timing for the development of these lots, however, it can be assumed that the construction on all of the lots would occur within a 10 year horizon.

The addition of five residences into Park City would mean additional municipal services would be required. Based upon input from the Park City Budget office, the cost to provide municipal services averages about \$2554 per residence per annum and the average residence in Park City pays approximately \$1,800 per annum to the municipality. Due to the larger lots sizes proposed in this annexation and the Thanyes Canyon Neighborhood in which it is located, the assumed valuation is \$1,500,000 per residence. Based upon the current Summit County tax rates and assuming a 50/50 resident/ non-resident split, the average per residence contribution to the municipal corporation would be about \$2,400 per annum under a full build-out scenario, for a project total of \$12,000. The existing Richards residence, which currently enjoys municipal services, would be contributing to the municipal budget if annexed (See attached spreadsheets).

Discussions with the Summit County Auditor indicate that an annexation would mean that the Richards property would no longer pay taxes to tax entities Snyderville Basin Recreation District and Summit County Municipal. The current Richards property pays about \$1085 per annum to the recreation district and about \$465 to the county municipal. Snyderville Basin Recreation District also has debt obligations in the form of improvement bonds. At this writing, the recreation district has not resolved how bond obligations would be resolved in the event of an annexation, the options being to re-distribute the obligation to the remaining tax payers in Summit County or have the annexed property pay the bond obligation in full. Park City Municipal taxes are currently being paid on the vacant lot 10.

Contribution to the Park City School currently occurs from the Richards property and the existing vacant lot. At build-out the taxes paid to the Park City School District would be average \$4,969 per full-time residence and \$8,500 for a second home for a total of\$ about 31,000 per annum. Prior to the construction on any of the proposed lots, and thus no contribution to the school-aged population, the school district would receive approximately \$12,500 per annum from the four subdivided lots and existing Residence assuming an average value of \$500,000 per lot. According the finance office of the Park City School District, the total education cost per student is about \$10,000 and the contribution to that cost provided by the average residential property taxes is \$1,200 per student. Assuming a total of 1.5 school-aged children at build-out of this project, the total cost to educate these additional children



Richards Annexation Petition

would be about \$15,000, for a net gain of about \$16,000 per annum in current dollars to the district (See attached spreadsheets).

RICHARDS

11/3/2011

WATER SYSTEM DEMANDS

1. INDOOR USE

			a)	b)	c)	d)	e)
LOT				Table 510-1 & 2	a) * b)	Table 510-4	a) * d)
1	Single Family Home	Residential Year Around	1 ERC	800	800	400	400
2	Single Family Home	Residential Year Around	1 ERC	800	800	400	400
3	Single Family Home	Residential Year Around	1 ERC	800	800	400	400
4	Single Family Home	Residential Year Around	1 ERC	800	800	400	400
5	Single Family Home	Residential Year Around	1 ERC	800	800	400	400

Subtotal = 4000 Subtotal = 2000

2. OUTDOOR USE

			a)	b)	c)	d)	e)
LOT		Irrigated Area (ACRE)	Table 510-3	a) * b) * 1440	Table 510-5	a) * d)	
1	Park City is in Zone 2 of the	Irrigated Crop Consumptive Use	0.50	2.8	2016	1873	937
2	Zones and Normal Annual	Effective Precipitation	0.50	2.8	2016	1873	937
3	per State of Utah Drinking Water Division Website:		0.50	2.8	2016	1873	937
4	www.drinkingwater.utah.gov/ documents/engineering/irrigation map		0.50	2.8	2016	1873	937
5			0.75	2.8	3024	1873	1405

Subtotal = 11088 Subtotal = 5151

Total= 15088 GPD
= 10.5 GPM Total= 7151 GAL

SUMMARY:

TOTAL PEAK DAY DEMAND = 11 GPM

TOTAL STORAGE REQUIRED = 7150 GAL

NOTES:

Refer to Utah Division of Administrative Rules (DAR) Title R309 Environmental Quality, Drinking Water.

Series 500 Drinking Water Facility Construction Design and Operation R309-510 (DAR) Minimum Sizing Requirements for Tables 510.1-5

x:\thaynes canyon\ dwg\ richards\wtr system demands.xls



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

October 25, 2011

Steve Schueler
Alliance Engineering
P.O. Box 2664
323 Main Street
Park City, Utah 84060

Subject: Species of Concern Near 510 Payday Drive, Park City, Utah 84060

Dear Steve Schueler:

I am writing in response to your email dated October 14, 2011 regarding information on species of special concern proximal to 510 Payday Drive, Park City, Utah 84060 (Section 5 of Township 2 South, Range 4 East, SBL&M).

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, in the vicinity there are historical records of occurrence for Columbia spotted frog and northern goshawk. 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
Information Manager
Utah Natural Heritage Program

cc: Mark Farmer, CRO



Table 1 Estimated Unit Size and Valuation**3-4 Bedroom Single Family**

Average Unit Size (SF)	4,000
Total Unit Value/ SF	\$300
Total Unit Value	\$1,500,000
Total Number of Units	5
Total Project Value	\$7,500,000

Table 2a Park City Property Tax Rates

Taxing Agency	Rate (2011)
Summit Co. General Fund	0.000924
Park City General Fund	0.002236
Multi-County Assessment and Collection	0.000172
Local Assessment and Collection	0.000069
Weber Basin Water	0.000217
Mosquito Abatement	0.000040
Park City Fire	0.001161
Uniform School District	0.002814
Park City School District	0.005672
Total Tax Rate	0.013305

Table 2b Summit County Tax Rates

Taxing Agency	Rate (2011)
Summit Co. General Fund	0.000924
County Municipal	0.000467
Multi-County Assessment and Collection	0.000172
Local Assessment and Collection	0.000069
Weber Basin Water	0.000217
Mosquito Abatement	0.000040
Park City Fire	0.001161
Uniform School District	0.002814
Park City School District	0.005672
Basin Recreation	0.001085
Total Tax Rate	0.012621

Table 3a Park City Property Tax Revenues

Year	Summit County General Fund	Park City General Fund	Multi-County Assessment	Weber Basin Water	Park City Fire	Park City Schools	Uniform School	Local Assess	Weber Water	Mosquito Abatement	Total
Existing	\$762	\$1,845	\$142	\$57	\$33	\$4,679	\$2,322	\$57	\$179	\$33	\$10,109
2012	\$1,386	\$3,354	\$258	\$104	\$60	\$8,508	\$4,221	\$104	\$326	\$60	\$18,380 *
2013	\$1,386	\$3,354	\$258	\$104	\$60	\$8,508	\$4,221	\$104	\$326	\$60	\$18,380 *
2014	\$762	\$1,845	\$142	\$57	\$33	\$4,679	\$2,322	\$57	\$179	\$33	\$10,109
2015	\$762	\$1,845	\$142	\$57	\$33	\$4,679	\$2,322	\$57	\$179	\$33	\$10,109
	\$5,059	\$12,242	\$942	\$378	\$219	\$31,054	\$15,407	\$378	\$1,188	\$219	\$67,085

*Assumes a second home residence

Table 3b Summit County Property Tax Revenues

Year	Summit County General Fund	County Municipa General Fund	Multi-County Assessment	Weber Basin Water	Park City Fire	Park City Schools	Uniform School	Local Assess	Basin Recreation	Weber Water	Mosquito Abatement	Total
Existing	\$762	\$385	\$142	\$57	\$33	\$4,679	\$2,322	\$57	\$895	\$179	\$33	\$9,544
2012	\$1,386	\$701	\$258	\$104	\$60	\$8,508	\$4,221	\$104	\$1,628	\$326	\$60	\$17,354 *
2013	\$1,386	\$701	\$258	\$104	\$60	\$8,508	\$4,221	\$104	\$1,628	\$326	\$60	\$17,354 *
2014	\$762	\$385	\$142	\$57	\$33	\$4,679	\$2,322	\$57	\$895	\$179	\$33	\$9,544
2015	\$762	\$385	\$142	\$57	\$33	\$4,679	\$2,322	\$57	\$895	\$179	\$33	\$9,544
	\$5,059	\$2,557	\$942	\$378	\$219	\$31,054	\$15,407	\$378	\$5,940	\$1,188	\$219	\$63,340

*Assumes a second home residence

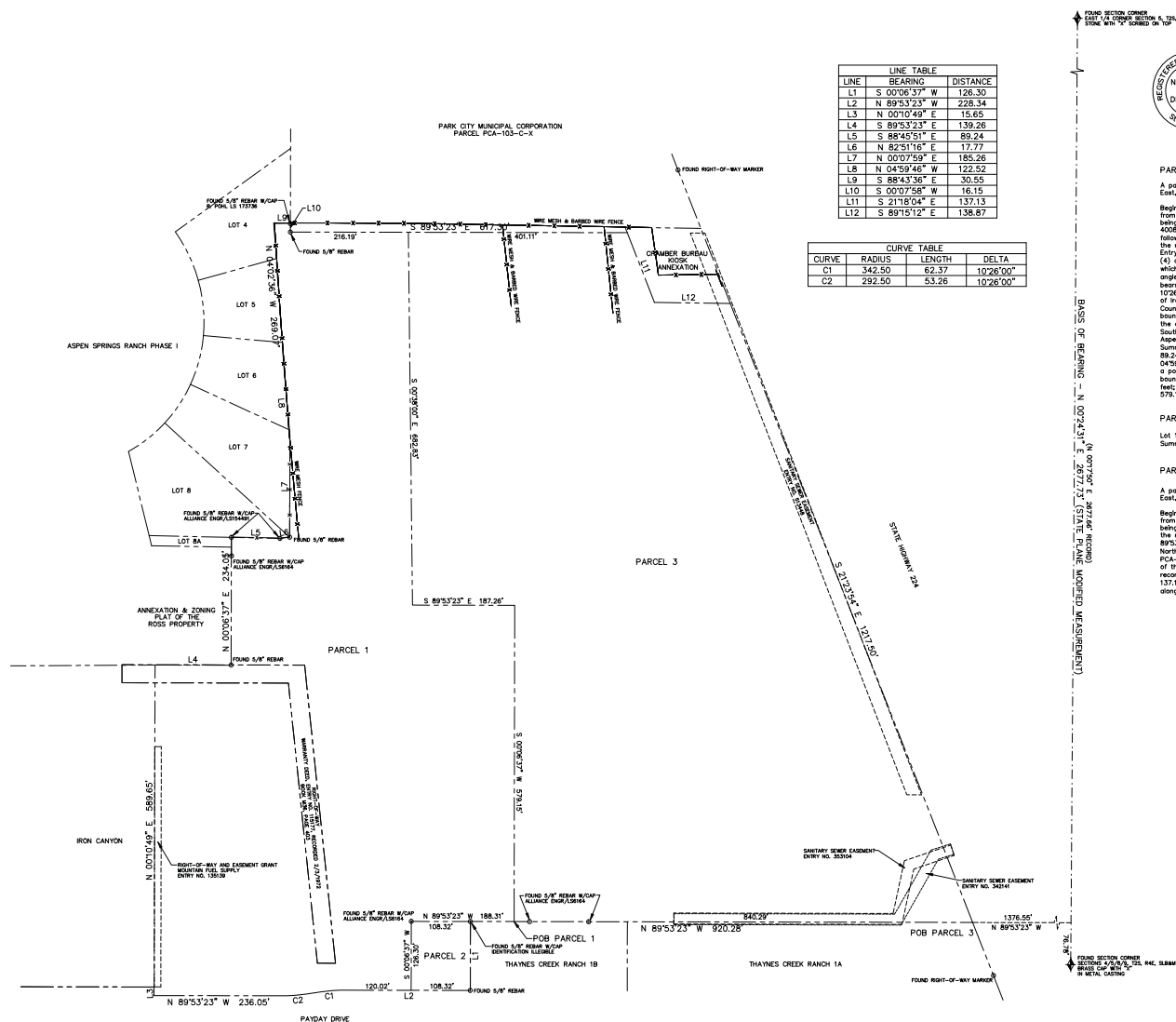
Table 4 Summary of School Costs and Revenues

Year	Est. Total SF Residences	Est. Cumulative Full-Time Pop.*	Est. Cumulative School-Aged**	Est. Tax Revenue to School District	Total Education Cost Per Student***	Cost to School District from Annexation	Net Difference
Existing	1	2.8	0.5	\$4,679	\$10,000	\$5,040	-\$361
2012	1	0	0.0	\$8,508	\$0	\$0	\$8,508
2013	1	0	0.0	\$8,508	\$0	\$0	\$8,508
2014	1	2.8	0.5	\$4,679	\$10,000	\$5,040	-\$361
2015	1	2.8	0.5	\$4,679	\$10,000	\$5,040	-\$361
Total	5	8.4	1.512	\$31,054		\$15,120	\$15,934

*Assume 2.8 persons per household (2010 Census)

**Assume 18% of households are school-aged (2010 Census)

*** Based upon information from Park City School District



- NOTES**
1. Bools of survey: Found survey monuments as shown.
 2. Property corners were found as shown.
 3. Date of survey: October 18, 2011
 4. Property location: South half of Section 5 & the north half of Section 8, T2S, R4E, S18W
 5. Purpose of survey: Annexation plot
 6. Improvements on the property were not within the scope of this survey.
 7. Documents used for this survey are as follows:
 Warranty Deed, Entry No. 115177, Book M136, Page 403
 Quit Claim Deed, Entry No. 171395, Book M168, Page 691
 Quit Claim Deed, Entry No. 348764, Book 629, Page 627
 Personal Representative's Deed, Entry No. 171395, Book 101, Page 415
 Special Warranty Deed, Entry No. 547638, Book 1285, Page 1140

CONSULTING ENGINEERS LAND PLANNERS SURVEYORS 322 Main Street P.O. Box 2854 Park City, Utah 84060-2854	(435) 648-9467	STAFF: MARSHALL KING MARTY MORRISON	BOUNDARY SURVEY FRANK RICHARDS AND PARK CITY MUNICIPAL CORPORATION FOR: FRANK RICHARDS JOB NO.: 6-4-11 FILE: X:\ThoyneCanyon-spm\dwg\env\ary2011\060411.dwg	SHEET 1 OF 1
	DATE: 1/27/12			

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.

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°43'31" East 76.78 feet along section line and North 89°53'23" West 216.84 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 Thayne 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 Thayne Canyon Subdivision plat, recorded July 28, 1971, as Entry No. 113825 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°26'00" 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 216.84 feet; thence North 00°06'37" 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°06'37" East 589.65 feet to a point on the southerly boundary of the Annexation and Zoning Plat of the Rose Property, recorded March 17, 1994, as Entry No. 400284 in the office of the recorder, Summit County, Utah; thence along said plot 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 89°53'23" East 30.55 feet to a point on the westerly boundary of Park City Municipal Corporation parcel PCA-103-C-6; 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.

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°43'31" 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 Thayne 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 Thayne Creek Ranch 1A North 89°53'23" West 842.29 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-6; 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 plot boundary the following two (2) courses: 1) South 21°04'04" East 137.13 feet; thence 2) South 89°53'23" East 134.87 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.

OWNER'S DEDICATION AND CONSENT TO RECORD

KNOW ALL MEN BY THESE PRESENTS that by virtue of a corporate resolution, Park City Municipal Corporation, owner of the herein described tract of land, to be known hereafter as RICHARDS/PCMC ANNEXATION, does hereby certify that it 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 _____, 2012.

Dana Williams, Mayor
Park City Municipal Corporation

ACKNOWLEDGMENT

State of Utah:
County of Summit:

On this ____ day of _____, 2012, Dana Williams personally appeared before me, the undersigned Notary Public, in and for said state and county. Having been duly sworn, Dana Williams acknowledged to me that he is Mayor of Park City Municipal Corporation and that he signed the above Owner's Dedication and Consent to Record freely and voluntarily on behalf of Park City Municipal Corporation and that said corporation executed the same.

Notary Public commissioned in _____

Printed Name _____
Residing in: _____
My commission expires: _____

OWNER'S DEDICATION AND CONSENT TO RECORD

KNOW ALL MEN BY THESE PRESENTS that the undersigned owner of the herein described tract of land, to be known hereafter as RICHARDS/PCMC ANNEXATION, does hereby certify that it has caused this plat to be prepared, and I, Franklin D. Richards, Jr., as Trustee of the Franklin D. Richards, Jr. Family Trust, dated December 24, 2002, do hereby consent to the recordation of this plat.

In witness whereof, the undersigned set his hand this ____ day of _____, 2012.

FRANKLIN D. RICHARDS JR., Trustee

ACKNOWLEDGMENT

State of Utah: ss
County of Summit:

On this ____ day of _____, 2012, Franklin D. Richards, Jr. personally appeared before me, the undersigned Notary Public, in and for said state and county. Having been duly sworn, Franklin D. Richards, Jr. acknowledged to me that he is the Trustee of the Franklin D. Richards Family Trust, dated December 24, 2002, and that he signed the above and foregoing Owner's Dedication and Consent to Record freely and voluntarily on behalf of said Family Trust.

A Notary Public commissioned in Utah
Residing in: _____

Printed Name _____
My Commission Expires: _____



FOUND SECTION CORNER
EAST 1/4 CORNER SECTION 5, T2S, R4E, S48M
STONE WITH "A" Scribed ON TOP

PARK CITY MUNICIPAL CORPORATION
PARCEL PCA-104-C-X

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	185.26
L8	N 04°59'46" W	122.52
L9	S 88°43'56" 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°26'00"
C2	292.50	53.26	10°26'00"

ASPEN SPRINGS RANCH PHASE I

PARCEL
PCA-104-C

PARCEL 1

PARCEL 2

IRON CANYON

PAYDAY DRIVE

THAYNE CREEK RANCH 1B

THAYNE CREEK RANCH 1A

RICHARDS/PCMC ANNEXATION

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



SHEET 1 OF 1



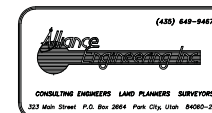
ENGINEER'S CERTIFICATE
I FIND THIS PLAT TO BE IN
ACCORDANCE WITH INFORMATION ON
FILE IN MY OFFICE THIS ____
DAY OF _____, 2012 A.D.
BY _____
PARK CITY ENGINEER

APPROVAL AS TO FORM
APPROVED AS TO FORM THIS ____
DAY OF _____, 2012 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 _____, 2012 A.D.
BY _____
PARK CITY RECORDER

COUNCIL APPROVAL AND ACCEPTANCE
APPROVAL AND ACCEPTANCE BY THE PARK CITY
COUNCIL THIS ____ DAY OF _____
2012 A.D.
BY _____
MAYOR

RECORDED
STATE OF UTAH, COUNTY OF SUMMIT, AND FILED
AT THE REQUEST OF _____
DATE _____ TIME _____ BOOK _____ PAGE _____
FEE _____
RECORDER _____



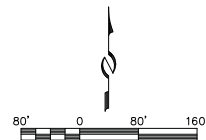
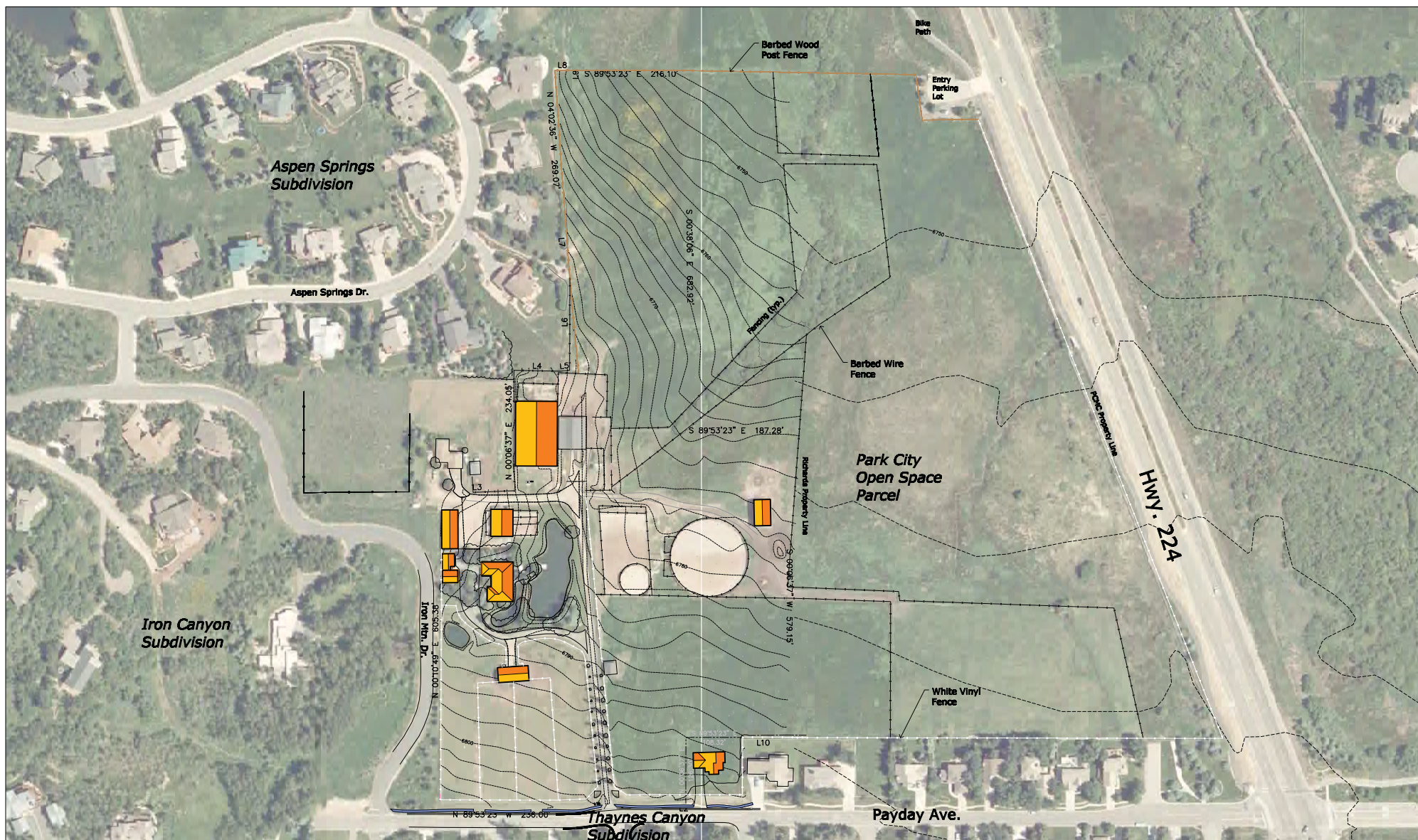
STAFF:
STEVE SCHUELER

DATE: 1/20/13

EXISTING CONDITIONS
510 PAYDAY AVE.
RICHARDS PARCEL

FOR:
JOB NO.: 6-9-11
FILE: X:\Thaynes Canyon\dwg\richards\base.dwg

SHEET
1
OF
1



(435) 648-9467

STAFF:
STEVE SCHUELER

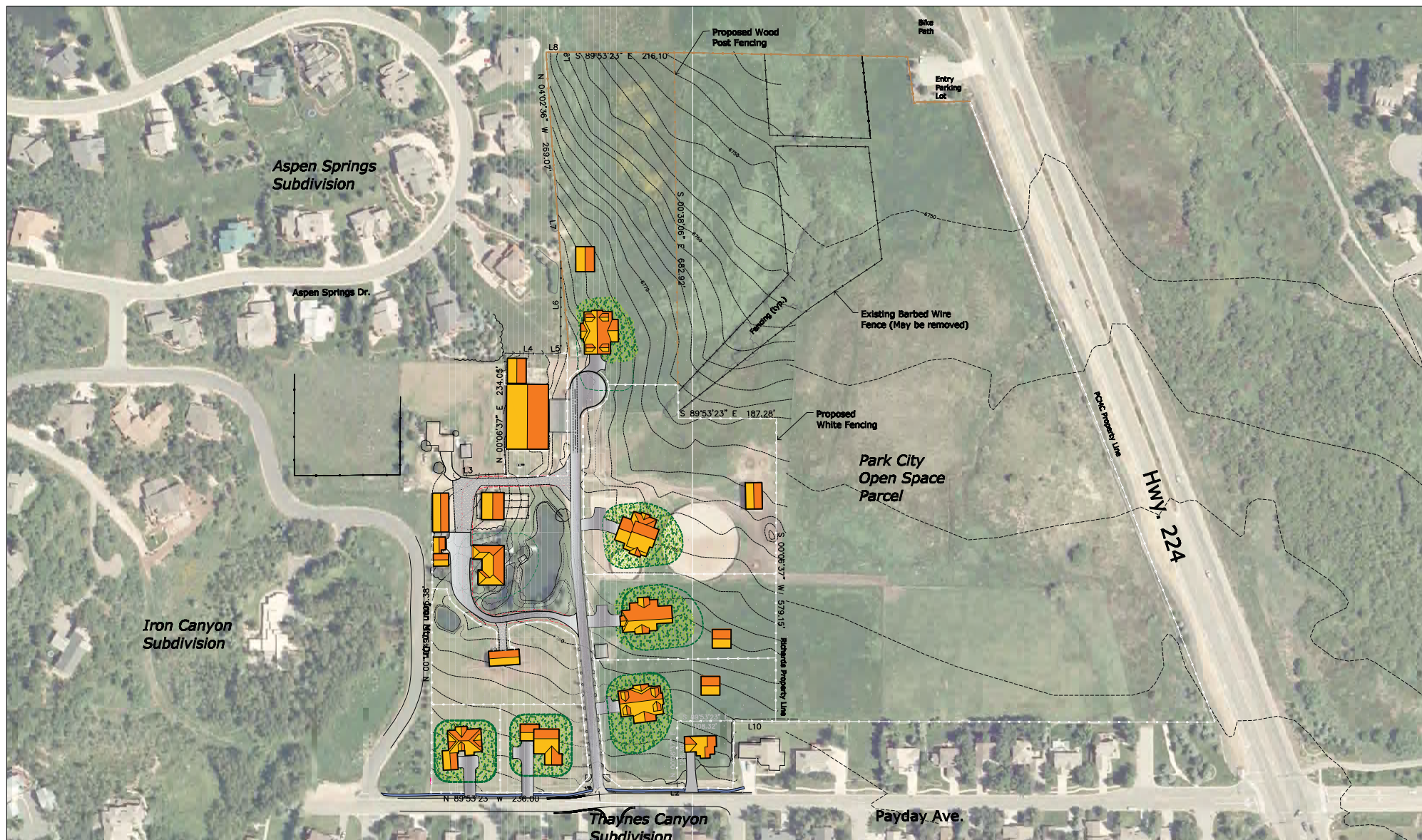
DATE: 3/1/12

FOR:
JOB NO.: 6-9-11

FILE: X:\Thayne Canyon\dwg\richards\boss.dwg

EXISTING FENCING
510 PAYDAY AVE.
RICHARDS PARCEL

SHEET
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OF
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(435) 648-9467

STAFF:
STEVE SCHUELER

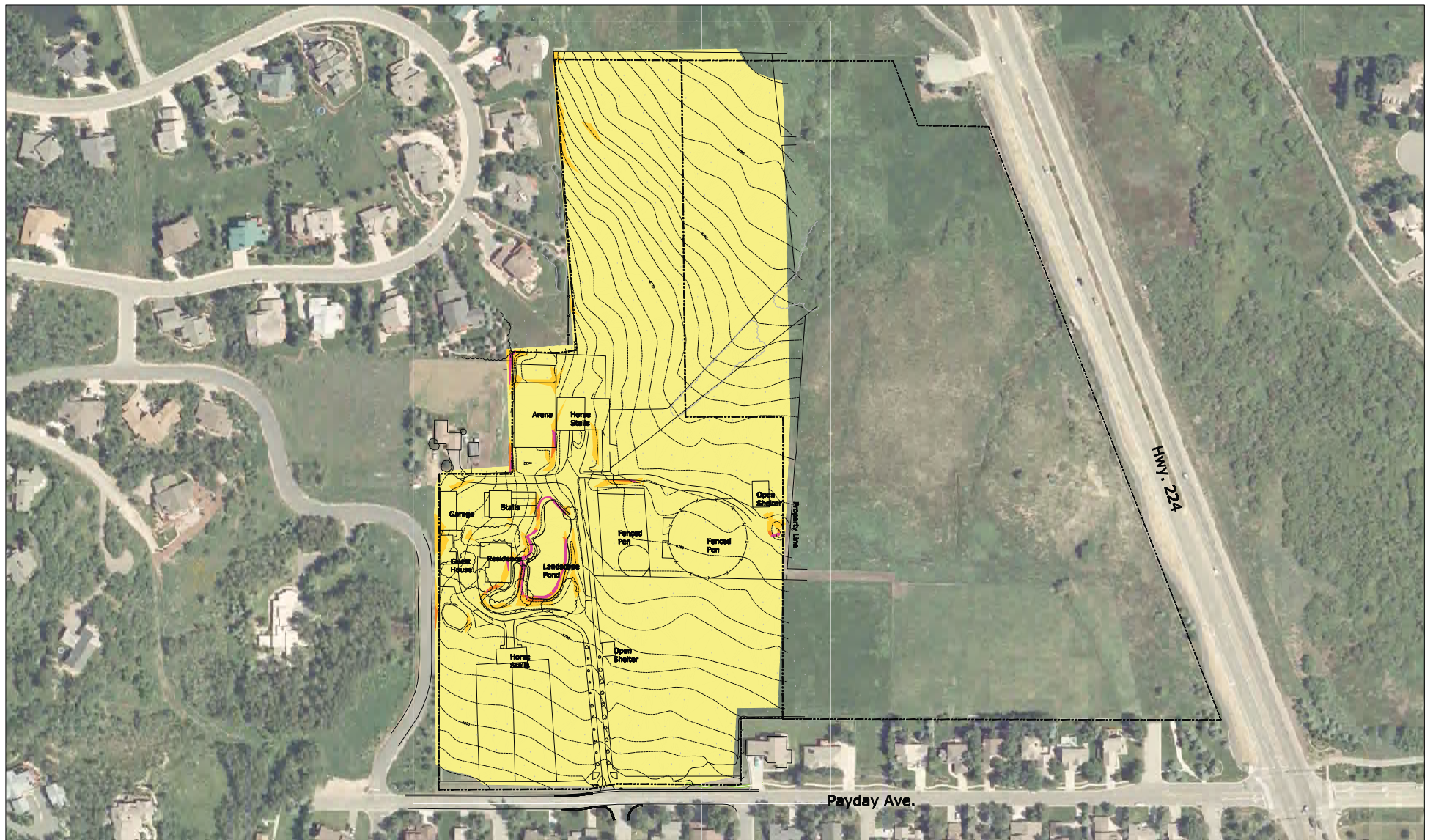
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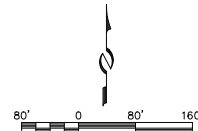
DATE: 3/1/12

PROPOSED FENCING
510 PAYDAY AVE.
RICHARDS PARCEL

SHEET
1
OF
1



SLOPE ANALYSIS	
Color	Layer
Yellow	0-15%
Orange	15-30%
Red	30-40%
Pink	+40%



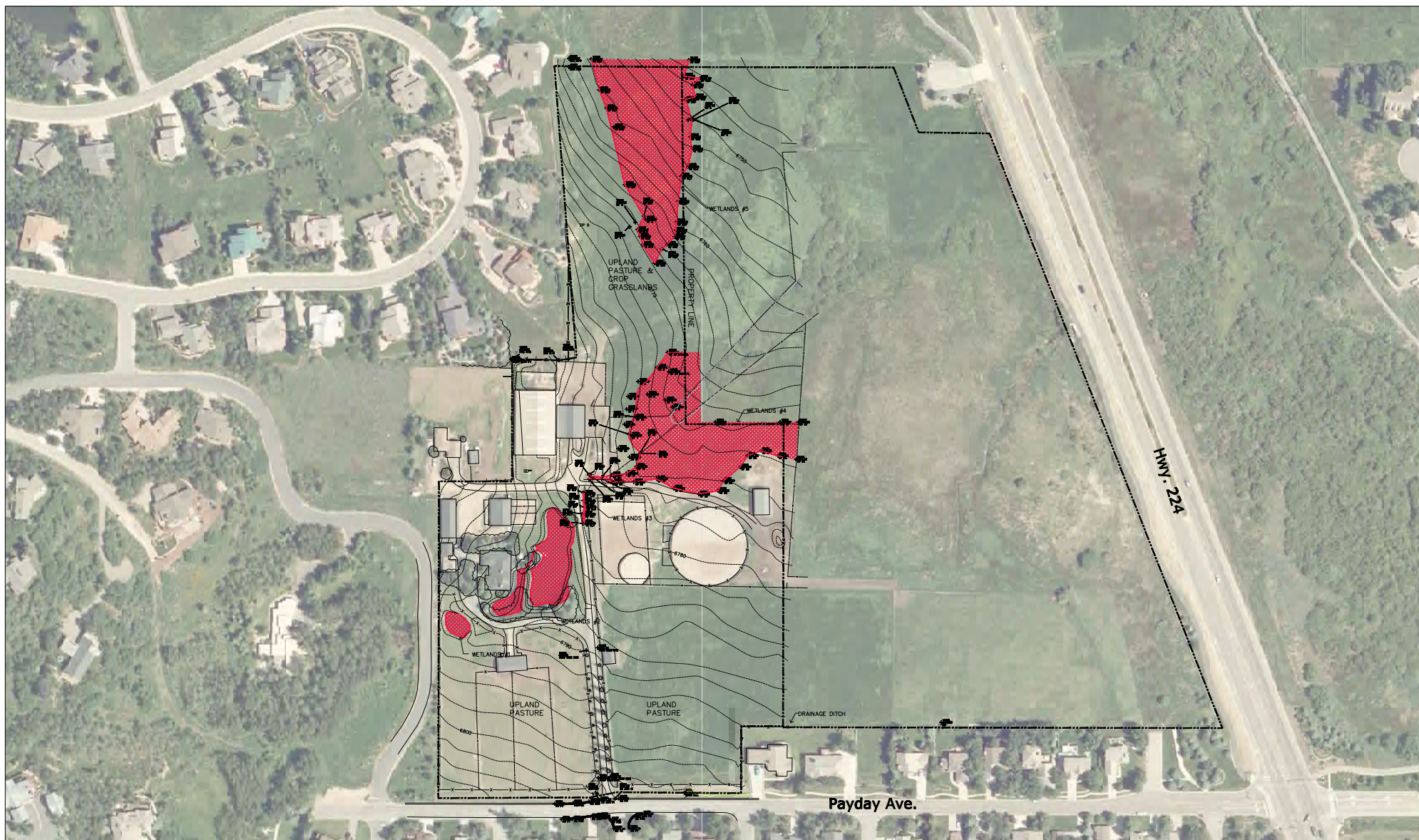
STAFF:
STEVE SCHUELLER

DATE: 12/30/11

SLOPE ANALYSIS
510 PAYDAY AVE.
RICHARDS PROPERTY

FOR:
JOB NO.: 6-9-11
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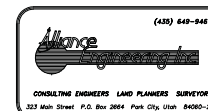
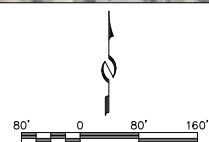
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WETLANDS AND DRAINAGE

 Wetlands

WETLANDS #1	AREA
#1	1,650 SF
#2	12,630 SF
#3	161 SF
#4	39,913 SF
#5	40,572 SF
TOTAL	94,946 SF (2.18 acres)



STAFF:
STEVE SCHUELER

DATE: 1/23/13

WETLANDS DELINEATION
510 PAYDAY AVE.
RICHARDS PARCEL

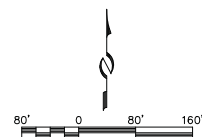
FOR:
JOB NO.: 6-9-11
FILE: X:\Thaynes Canyon\dwg\richards\land use analysis.dwg

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OF
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VEGETATIVE COVER EXHIBIT

-  Residential Landscape Areas—irrigated, bluegrass lawn areas, planter beds, and trees.
-  Fenced Pasture Lands—Pasture lands; grasses, forbs, and perennials.
-  Native Shrubs—Willows with understory of grasses, forbs, and perennials.



STAFF:
STEVE SCHUELLER

DATE: 12/30/11

VEGETATIVE COVER
510 PAYDAY AVE.
RICHARDS PARCEL

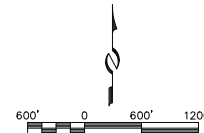
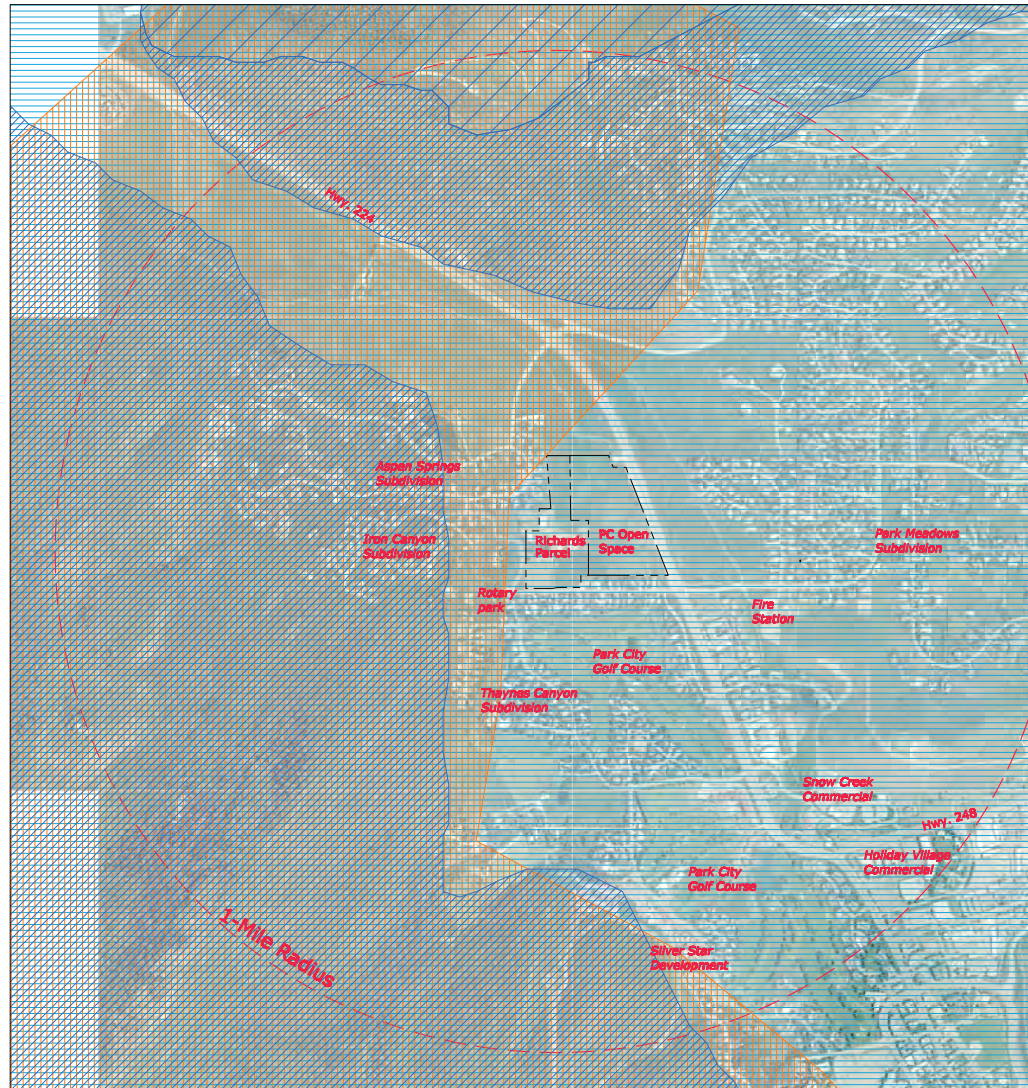
FOR:
JOB NO.: 6-9-11
FILE: X:\Thaynes Canyon\dwg\richards\land use analysis.dwg

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OF
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Wildlife Habitat Legend*

-  Ruffed Grouse Habitat
-  Elk Habitat
-  Mule Deer Habitat
-  Moose Habitat
-  Black Bear Habitat

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



(435) 648-9487

STAFF:
STEVE SCHUELER

DATE: 12/30/11

WILDLIFE HABITAT
510 PAYDAY AVE.
RICHARDS PARCEL

FOR:
JOB NO.: 0-0-00
FILE: X:\Thayne Canyon\dwg\richards\wildlife sheet.dwg

SHEET
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A View from Payday Ave.-Looking West



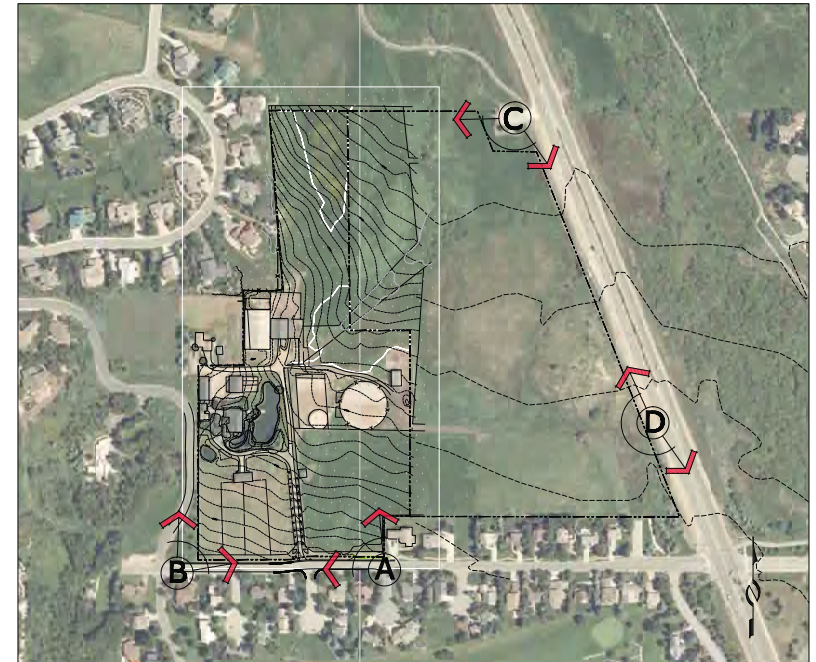
B View from Payday Ave.-Looking East



C View from Hwy. 224 Entry Site

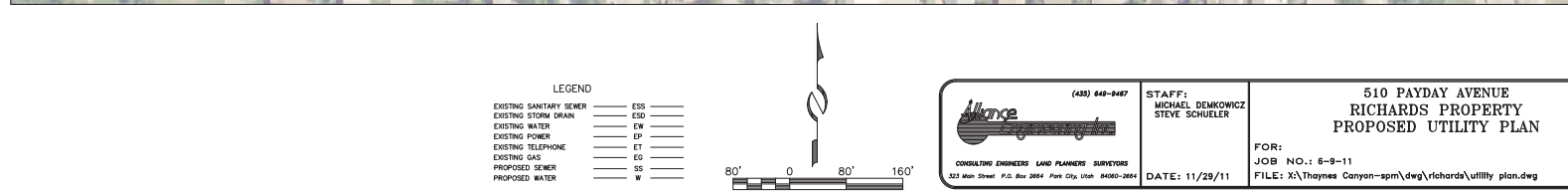


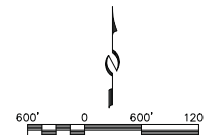
D View from Hwy. 224



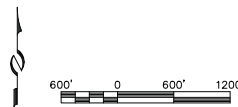
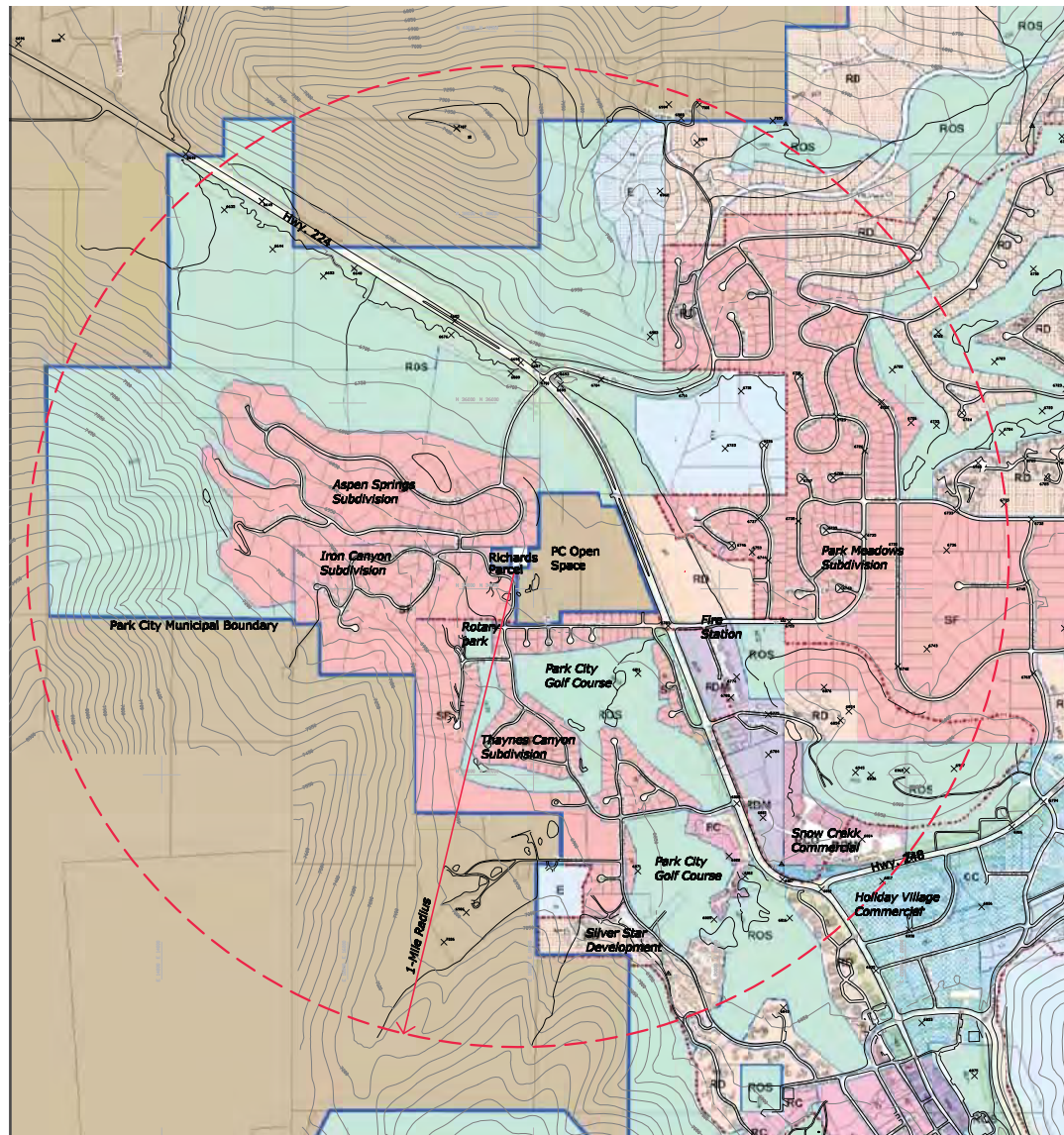
Viewpoint Legend (NTS)

 CONSULTING ENGINEERS LAND PLANNERS SURVEYORS 323 Main Street P.O. Box 2064 Park City, Utah 84060-2064	(435) 648-8487 STAFF: STEVE SCHUELER	VIEW CORRIDORS 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
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 CONSULTING ENGINEERS LAND PLANNERS SURVEYORS 323 Main Street P.O. Box 2064 Park City, Utah 84060-2064	(435) 648-9487 STAFF: STEVE SCHUELLER DATE: 11/6/11	1-MILE RADIUS PROPERTIES + LAND USE 510 PAYDAY AVE. RICHARDS PARCEL FOR: JOB NO.: 0-0-00 FILE: X:\Thaynes Canyon\dwg\richards\base.dwg	SHEET 1 OF 1
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(435) 648-8487
STAFF:
STEVE SCHUELER
DATE: 1/3/12

1-MILE RADIUS ZONING + LAND USE
510 PAYDAY AVE.
RICHARDS PARCEL
FOR:
JOB NO.: 6-9-11
FILE: X:\Thayer Canyon\dwg\richards\base.dwg

SHEET
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OF
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January 24, 2013

Kirsten Whetstone
Senior Planner
Park City Planning

Dear Kirsten,

Since we first started talking about the possible annexation of our farm into the City, approximately two years ago, it was concluded that the zoning should be single family. All of the residential sub divisions surrounding the farm are zoned S. F. Most of the surrounding lots are less than a half-acre and most are 1/4 to 1/3-acre lots.

It was our desire to maintain a somewhat agricultural feeling, so we decided to create larger lots. Those lots, an acre or larger, would permit horses. The seven residential lots we propose would average a little over two acres.

At the last Planning Commission meeting, it was suggested that part of the lots 1,2,6 and 7 should be partially zoned Recreational Open Space. I strongly oppose this suggestion. It would be very confusing to a purchaser of an acre and a quarter lot, to have to determine what he could and could not do with his lot.

If the purpose of the ROS zoning is to limit the number of dwellings this could be done on the final plat. If the purpose is to identify the building pads of the homes and stables, they could also be located on the plat.

Once again, I am very opposed to dual zoning on any of the residential lots.

Thanks for your consideration.

Best regards,

Frank Richards

EXHBIT L – WATER AGREEMENT DRAFT

To be delivered by the Legal Department under separate cover.



City Council Staff Report

Subject: Richards PCMC Open Space Lease Agreement
Author: Heinrich Deters
Department: Sustainability
Date: January 31, 2013
Type of Item: Administrative

Summary Recommendations:

Staff recommends Council enter into an agreement between Frank Richards and Park City Municipal Corporation, approved by the City Attorney, allowing the continuation of historical agricultural uses of the PCMC Parcel, as set forth in the attached Lease Parcel, and consistent with applicable Conservation Easements. (Exhibit A)

Topic/Description:

Use of City owned property through a lease agreement.

Background:

In 1999 the City purchased the 19.74 acre parcel, referred to in the attached Lease Agreement as the 'PCMC Parcel ', from Frank Richards through a purchase agreement with the Trust for Public Land. In 2005, City Council granted a Conservation Easement in favor of the Summit Land Conservancy.

Analysis:

Prior to and after the purchase of the open space by Park City Municipal, Frank Richards has been utilizing the parcel for agricultural purposes, including the raising and cultivation of hay and the grazing of livestock. The agricultural use of the property has been documented by the Summit Land Conservancy annual monitoring reports and discussions of how to formalize the use between the City, Summit Land Conservancy and Frank Richards has been discussed at length over the past several months.

The Lease Agreement, as set forth, provides for documented use, restrictions, monitoring and termination if required. The agreement has been reviewed by Summit Land Conservancy and Frank Richards, and their comments have been included. Additionally, staff is working with the Natural Resource Conservation Services in formulating a grazing management document to further monitor and regulate use of the parcel.

The terms of the Lease Agreement are exclusive to Frank Richards, i.e. no rights under the Lease Agreement shall inure to any third party or successor in interest or heir to Frank Richards. The term of the Lease Agreement runs for the length of Frank Richards' life.

For several decades, Frank Richards has been an outstanding steward of the property in question, maintaining the rural feel and agricultural history of Park City.

Department Review:

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

Alternatives:**A. Approve:**

Council should approve the attached Lease Agreement with Frank Richards. **Staff Recommendation**

B. Deny:

Council may choose not to enter into the Lease Agreement.

C. Modify:

Council may choose to modify the Lease Agreement.

D. Continue the Item:

Council may feel that there is not enough information currently provided and continue the item to a later date.

E. Do Nothing:

Same as a continuance.

Significant Impacts:

	World Class Multi-Seasonal Resort Destination (Economic Impact)	Preserving & Enhancing the Natural Environment (Environmental Impact)	An Inclusive Community of Diverse Economic & Cultural Opportunities (Social Equity Impact)	Responsive, Cutting-Edge & Effective Government
Which Desired Outcomes might the Recommended Action Impact?	+ Accessible and world-class recreational facilities, parks and programs	+ Abundant preserved and publicly-accessible open space + Managed natural resources balancing ecosystem needs	+ Preserved and celebrated history; protected National Historic District	
Assessment of Overall Impact on Council Priority (Quality of Life Impact)	Positive 	Positive 	Positive 	(Select from List)
Comments:				

Funding Source:

Oversight and Management of the Lease will be provided by the Trails and Open Space Project Manager. Any possible funding of projects associated with the lease will come from the Open Space Management Fund.

Consequences of not taking the recommended action:

If Council should choose to not enter into the Lease Agreement, the agricultural uses of the property would likely cease.

Recommendation:

Staff recommends Council enter into an agreement between Frank Richards and Park City Municipal Corporation, approved by the City Attorney, allowing the continuation of historical agricultural uses of the PCMC Parcel, as set forth in the attached Lease Parcel, and consistent with applicable Conservation Easements

LEASE OF PCMC OPEN SPACE PARCEL

This lease ("Lease") is entered into on January 31, 2013, between **PARK CITY MUNICIPAL CORPORATION** ("PCMC") and **Frank Richards, Jr.**, ("Richards"), together referred to as the Parties ("Parties").

WHEREAS, PCMC owns land consisting of approximately 19.74 acres of open space and located in unincorporated Summit County, Utah, north of Payday Drive and west of State Route 224 ("PCMC Parcel");

WHEREAS, Richards is the former owner of the PCMC Parcel, and has throughout his ownership and subsequent to the conveyance to PCMC, used the PCMC Parcel for agricultural and grazing uses;

WHEREAS, the Parties wish to enter into a Lease to formally provide for and govern the agricultural and grazing uses by Richards on the PCMC Parcel; and,

NOW, THEREFORE, the Parties agree that the terms and conditions of this Lease shall be as follows:

1. Purpose of Lease. PCMC desires to maintain the historic uses of the PCMC Parcel and Richards desires to continue to use the PCMC Parcel for agriculture and grazing uses.
2. Leased PCMC Parcel ("PCMC Parcel"). The PCMC Parcel consists of 19.74 acres as shown in attached Exhibit A. The tax identification numbers of the PCMC Parcel is: SS-104-1-B-1-X.
3. Term. For the duration of the life of Frank Richards, Jr., with a commencement date of January 31, 2013 ("Commencement Date"). No rights under this Lease shall inure to the benefit of any third party or successor in interest to Richards. All rights granted pursuant to this Lease shall be for Richards' personal benefit.
4. Rent. Richards payment of rent shall be in kind pursuant to the terms of this agreement.
5. Termination. Either party may terminate this Lease, in whole or in part, at any time, by at least thirty (30) days written notice to the other party. If Richards fails to perform in the manner called for in this Lease, or if Richards fails to comply with any other provisions of the Lease and fails to correct such noncompliance within ten (10) days written notice thereof, the City may immediately terminate this Lease for cause. Termination shall be effected by serving a notice of termination on Richards setting forth the manner in which Richards is in default.

6. Report. Richards hereby acknowledges that pursuant to the terms of the Conservation Easements referenced in paragraph 13(a) of this Lease, PCMC is required to provide information to the Summit Land Conservancy for the creation of annual monitoring reports. Richards hereby agrees to provide such information to Summit Land Conservancy for said purpose.

7. Payment of Taxes. As government entities, PCMC has no real estate taxes due and owing on said leased PCMC Parcel. Richards shall take no action causing PCMC to incur any additional tax liability. Richards shall pay all taxes due on his personal property used or kept on the PCMC Parcel, and Richards shall pay any taxes imposed by the governmental authority on rental payments or on the leasehold separate from ad valorem taxes of the real estate.

8. Use of Leased PCMC Parcel. Richards shall use the leased PCMC Parcel for the purpose of grazing horses and cultivated hay operations and for no other purposes without the prior written consent of PCMC. Without enlarging or modifying the permitted use as set forth herein, Richards shall not commit, suffer nor allow any of the following to be done or conditions to exist on the PCMC Parcel, without PCMC's prior written consent,, which may be granted or withheld in PCMC's sole discretion: (i) any public or private nuisance; (ii) any business, trade or activity which, in PCMC's sole opinion, is noxious, unreasonably noisy or offensive; (iii) any action that defaces, damages or harms the PCMC Parcel, including but not limited to overgrazing; (iv) the installation, maintenance, or use of any underground storage tank and/or any above-ground , leak-proof containers; (v) the entering into of any contract, including but not limited to any contract between Richards and any vendor, processor, packager or canner, without specifically subordinating the contract to PCMC's interest in the Lease, notifying PCMC of the contract, and providing PCMC with a copy of the fully-executed contract; (vi) selling any crop; and (vii) any conduct or condition which, in PCMC's sole opinion, is illegal, obscene, or morally offensive but not otherwise expressly mentioned above.

9. Ranching Practices. In addition to the agreements covered by the above sections of this Lease, Richards further agrees:

(a) That Richards is aware that the PCMC Parcel is a portion of properties owned by PCMC that have been encumbered by a conservation easement held by Summit Land Conservancy and recorded in the office of the Summit County Recorder on 3/30/2005 as document #00730831 (Richards Ranch) "Conservation Easement," which prohibit certain practices. Richards hereby acknowledges that he has reviewed the easements and will adhere to the terms, conditions and permitted practices as stated in the Conservation Easement. In the event of any conflict between the terms of this Lease and the Conservation Easement with regard to the use of the PCMC Parcel, the terms of the Conservation Easement shall prevail. Richards shall notify PCMC of any act or practice of Richards that result, or could potentially result, in noncompliance with the terms of the Conservation Easement.

(b) To apply the principles of good husbandry at all times for the grazing

and agricultural operations.

(c) To keep the fences, on the PCMC Parcel in as good repair and condition as they were at the commencement of this Lease, or in as good repair and condition as they may be put by PCMC during the term of the lease, whichever is better, ordinary wear, loss by fire, or unavoidable destruction excepted.

(d) To prevent all unnecessary waste, or loss, or damage to the PCMC Parcel

(e) To keep the Leased PCMC Parcel neat and orderly.

(f) Not to allow noxious weeds to go to seed on the PCMC Parcel, but to destroy them, and to keep trimmed the weeds and grasses on the roads adjoining the PCMC Parcel.

(g) Not to perform any unapproved work on water courses or ditches, or undertake any other operation that will injure the PCMC Parcel.

(h) Not to house automobiles, motor trucks, or tractors in the barns or to have inoperable vehicles on the PCMC Parcel without the written permission of Property Manager.

(i) To dispose of or use any hazardous materials in accordance with Section 28 of this lease.

(j) Not to over-graze the PCMC Parcel.

(k) Not to confine livestock in a manner defined by the Environmental Protection Agency as an Animal Feeding Operation (AFO) or Confined Animal Feeding Operation (CAFO).

(l) Adhere to the existing Continuous Conservation Reserve Program (CCRP) to preserve and enhance a 180' stream corridor designated as a riparian buffer zone.

10. Right of Entry. PCMC reserves the right to enter upon the PCMC Parcel at any reasonable time for the purpose of viewing or making repairs or improvements on or to the PCMC Parcel, provided that such entry and activity shall not unreasonably interfere with Richards' permitted uses of the PCMC Parcel.

12. Government Conservation Programs. Richards covenants and agrees to cooperate: (i) in the operation of all government conservation and other programs pursuant to all applicable laws, rules, and regulations.

13. Encumbrance of Title. Nothing herein contained shall authorize Richards to do any act or make any contract so as to encumber or affect in any manner the title or rights of PCMC in the PCMC Parcel, it being understood that all repairs and alternation permitted to be made by Richards upon or in the PCMC Parcel shall be paid for by Richards in cash or its equivalent, and it is especially agreed, notice hereby given to that effect, that no contract, transfer, assignment, mortgage, judgment, mechanic's or other lien arising out of the transactions of Richards shall in any manner affect the title of PCMC in said PCMC Parcel or take precedence to any of the rights or interest of PCMC herein.

14. Acceptance of Leased PCMC Parcel. Richards has examined the PCMC Parcel and shall be deemed to have accepted said PCMC Parcel in its condition at the commencement of the term of this Lease. Richards leases the PCMC Parcel in "as-is" condition, with all faults, including environmental contamination, and not based upon any representations by PCMC as to the PCMC Parcel condition or suitability for the Richards's purposes.

15. Indemnities. Richards, during continuance of this Lease, covenants and agrees to indemnify and hold harmless PCMC and the Summit Land Conservancy, for, from and against each and every loss, cost, damage, and expense, including reasonable attorney's fees and court costs arising out of any accident or other occurrence causing injury to or death of persons or damage to PCMC Parcel due to Richards' negligent use or operation of the PCMC Parcel. Richards further agrees to pay all reasonable expenses and attorney's fees incurred by PCMC in the event that Richards shall default under the provisions of this paragraph. This indemnity shall specifically include claims or damage to the property of PCMC or others occasioned by livestock of Richards.

16. Waiver. Any waiver of any default charges, or any failure of PCMC to enforce the provisions of this Lease upon any default by Richards shall not be construed as creating a custom of deferring payment nor as modifying in any way the terms of this Lease, nor as a continuing waiver, nor as a waiver of PCMC's right to terminate the Lease as herein provided, nor otherwise to enforce the provisions hereof for any subsequent default.

17. Assigning and Subletting. Richards shall not have the right to assign or sublet the whole or any portion of the PCMC Parcel.

18. Notice. Notice provided for in this Lease shall be sent by certified mail to the addresses designated for the Parties on the last page of this Lease.

19. Attorney's Fees. If the PCMC shall commence any legal proceedings against Richards for an Event of Default as provided above or for any other relief because of any default by Richards and shall prevail therein, Richards shall, in each and every such instance, pay to PCMC all expenses thereof, including reasonable attorney's fees and costs, including attorney's fees and costs on appeal or in any bankruptcy or similar action. If Richards shall commence any legal proceedings against PCMC for relief

because of any default by PCMC and shall prevail therein, PCMC shall in each and every instance pay to Richards all expenses thereof, including reasonable attorney's fees and costs, including attorney's fees and costs on appeal or in any bankruptcy or similar action. The term "prevail" as used above shall mean to obtain substantially the relief sought.

20. Structures and Improvements. Richards shall not erect or place upon the PCMC Parcel any structures, buildings or improvements, permanent or temporary, or alter the existing structures, if any, without the prior written consent of PCMC. Upon termination of this Lease, all structures, buildings, improvements and alterations, erected, placed or made upon the leased PCMC Parcel shall, at the option of PCMC, remain and become the sole property of PCMC. Should PCMC elect not to exercise this option, Richards, or his heirs, shall remove all said structures, buildings, improvements and/or alterations from the PCMC Parcel prior to the expiration of the term of the Lease or within thirty (30) days after termination of the lease if terminated prior to expiration of its term.

21. Hazardous Materials/Poisons.

(a) Richards' Covenant. Richards covenants that Richards and anyone acting by, through, or under Richards, will not, through its acts or omissions, cause or permit any Hazardous Materials or any poisons, herbicides, pesticides, fertilizers or other foreign chemicals or substances ("poisons") to be placed, held, located, released or disposed of on, under or at the PCMC Parcel except as permitted herein. The term "Hazardous Materials" shall mean any substance or material which is defined as or included in the definition of "hazardous substances", "hazardous wastes", "hazardous materials", "extremely hazardous waste", "acutely hazardous wastes," "restricted hazardous waste," "toxic substances", or "known to cause cancer or reproductive toxicity" (or words of similar import), petroleum products (including crude oil or any fraction thereof) or any other chemical, substance or material which is prohibited, limited or regulated under any federal, state or local law, ordinance, regulation, order, permit, license, decree, common law or treaty now or hereafter in force regulating, relating to or imposing liability or standards concerning materials or substances known or suspected to be toxic or hazardous to health and safety, the environment or natural resources ("Environmental Law"). "Release" means any actual or threatened spilling, leaking, pumping, pouring, emitting, emptying, discharging, injecting, escaping, leaching, presence, dumping, migrating on or from the PCMC Parcel or adjacent property, or disposing of Hazardous Materials into the environment.

(b) Use of Permitted Materials. Richards may store upon the PCMC Parcel and use only those herbicides, pesticides, fertilizers or other foreign chemicals or substances that are approved by the United States Department of Agriculture and by the Department of Agriculture of the State in the minimal quantities required by Richards's operations ("Permitted Materials"). Any and all such materials and substances shall be applied in strict compliance with instructions contained on the label or furnished by the manufacturer thereof. Richards shall keep appropriate records regarding the application

of the Permitted Materials and provide copies of such records to PCMC upon PCMC's request. No experimental poisons or herbicides or sewage sludge or other byproduct of sewage shall be applied to the PCMC Parcel. No soil-applied sterilant or semi-sterilant shall be applied to any portion of the PCMC Parcel without the prior written consent of PCMC. Richards shall not apply any organic material on the PCMC Parcel without the prior written consent of PCMC, which consent must be obtained prior to each application of organic material and which consent may be withheld in the sole discretion of PCMC. In the event the PCMC give such consent, Richards shall keep appropriate records regarding the application of any such organic material, and make those available to PCMC at its request. PCMC may require additional soil testing before any organic material application(s) in PCMC's sole discretion.

(c) Use of Gasoline and/or Diesel Fuel. Richards shall not store gasoline and/or diesel fuel upon the PCMC Parcel without prior written consent of PCMC, which consent may be withheld in PCMC's sole discretion. In the event that PCMC consent, the gasoline and/or diesel fuel shall only be stored in above-ground leak-proof containers within a proper containment structure in accordance with all relevant laws and regulations. The transfer of any gasoline or diesel fuel to vehicles or machinery must be done in accordance with all relevant laws and regulations, and Richards shall take prudent measures to prevent gasoline or diesel fuel from contacting any soil.

(d) Release of Hazardous Material/Poisons. In the event a Release of Hazardous Materials or Poisons (excluding the permitted quantity of Permitted Materials) or violation of any Environmental Laws, Richards shall immediately notify PCMC of any such discovery. If the Hazardous Materials/Poisons have been released by Richards or Richards's agents (whether such release is discovered by Richards or PCMC during the term of this Leases or following the termination of the Lease), Richards shall, at its sole cost and expense, comply with all Environmental Law to remedy the situation, including, without limitation, promptly conducting a site assessment, taking immediate action required for containment of the release, and preparing and implementing a plan for the cleanup of the release. Richards shall properly dispose of any Hazardous Materials and Permitted Materials permitted to be used and stored on the PCMC Parcel by licensed haulers to licensed facilities in accordance with Environmental Law. Richards shall sign all documentation and waste manifests required to facilitate such transportation and disposal, and Richards shall at all times be deemed the transporter/generator of any such Hazardous Materials, contaminated soil, ground water or rinse water. Richards shall provide copies of waste manifests, bills of lading or other related documentation upon request by PCMC. Richards shall promptly provide PCMC with notice of any discovery of any Hazardous Materials located on the PCMC Parcel, or any notices or correspondence related to the presence of Hazardous Materials or any claim made or threatened, concerning Hazardous Materials associated with the PCMC Parcel or Richards's operations thereon. Richards's representations, warranties, indemnifications and obligations under this Section 16 shall survive the expiration or termination of this Lease.

22. Reservation Rights.

(a) General Reservation. PCMC reserves the right to use any and all roads, highways, ditches, canals, railways, pipelines, utility facilities, irrigation facilities, water retention basins and storm/sewer facilities that may be located on the PCMC Parcel. PCMC also reserve and retains all minerals, coal, carbons, hydrocarbons, oil, gas, chemical elements and compounds, whether in solid, liquid or gaseous form, and all steam and other forms of thermal energy on, in or under the PCMC Parcel land (collectively "Mineral Rights"), and the Parties acknowledge and agree that the Mineral Rights are not included as part of the PCMC Parcel. Richards acknowledges and agrees that this Lease is subject to the reservation of the Mineral Rights, and the PCMC and/or other owners or lessees of the Mineral Rights have the right to enter upon the PCMC Parcel Land to prospect for, drill for, produce, mine, extract, remove, inject and store such oil, gas and other minerals in, on, from and through the PCMC Parcel.

(b) Environmental Reservation. PCMC reserve the right to use any and all Leased PCMC Parcel property as necessary, in PCMC's sole discretion, to complete environmental remediation. PCMC also reserves the right to require Richards to corral livestock as necessary, in PCMC's sole discretion, to allow onsite work on the property. Reserved rights may interfere with the occupancy of Richards

23. Entire Agreement-Modifications. This Lease shall constitute the entire agreement between the parties. Any prior understanding or representation of any kind preceding the date of this Lease shall not be binding upon either party except to the extent incorporated in this Lease. Any modification of this Lease of additional obligation assumed by either party in connection with this agreement shall be binding only if evidenced in writing signed by each party or an authorized representative of each party.

IN WITNESS WHEREOF, the parties have executed this Agricultural Lease the day and year first above written.

PCMC:
Park City Municipal Corporation
455 Marsac
P.O. Box 1480
Park City, UT 84060
Attention: Heinrich Deters

PARK CITY MUNICIPAL

By:

Its:

FRANKLIN D. RICHARDS, Jr.
510 Pay Day Drive
Park City, Utah 84060
Tax I. D. Number _____

Approved as to form:

Park City Municipal Corporation
Thomas A. Daley, Sr.

PCMC Parcel- Grazing and Agricultural Lease Area

