

**PARK CITY MUNICIPAL CORPORATION  
 PLANNING COMMISSION  
 CITY HALL, COUNCIL CHAMBERS  
 SEPTEMBER 11, 2013**



**AGENDA**

<b>MEETING CALLED TO ORDER – 5:30 PM</b>		<i>Pg</i>
<b>ROLL CALL</b>		
<b>ADOPTION OF MINUTES OF AUGUST 28, 2013</b>		3
<b>PUBLIC COMMUNICATIONS – <i>Items not scheduled on the regular agenda</i></b>		
<b>STAFF AND BOARD COMMUNICATIONS/DISCLOSURES</b>		
<b>REGULAR AGENDA - <i>Public hearing and possible action</i></b>		
510 Payday Drive – Plat Amendment	PL-13-01945	17
<i>Public hearing and possible recommendation to Council</i>	<i>Planner Whetstone</i>	
2519 Lucky John Drive – Plat Amendment	PL-13-01980	83
<i>Public hearing and possible recommendation to Council</i>	<i>Planner Whetstone</i>	
489 McHenry Avenue – Ratification of Findings	PL-12-01689	109
<i>Public hearing and possible action</i>	<i>Planner Astorga</i>	
Land Management Code – Amendments to Chapter 2.4 (HRM)		231
<i>Public hearing and possible recommendation to Council</i>	<i>Planner Astorga</i>	
<b>WORK SESSION – <i>Discussion only, no action will be taken.</i></b>		
General Plan – Discussion of Task Force recommendation for Small Town section	<i>Planning Director Eddington</i>	267
<b>ADJOURN</b>		

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

Pursuant to the Americans with Disabilities Act, individuals needing special accommodations during the meeting should notify the Park City Planning Department at (435) 615-5060 24 hours prior to the meeting.  
 Planning Commission - September 11, 2013



PARK CITY MUNICIPAL CORPORATION  
PLANNING COMMISSION MEETING MINUTES  
COUNCIL CHAMBERS  
MARSAC MUNICIPAL BUILDING  
August 28, 2013

COMMISSIONERS IN ATTENDANCE:

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

EX OFFICIO:

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

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REGULAR MEETING

**ROLL CALL**

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

**ADOPTION OF MINUTES**

August 14, 2013

Chair Worel corrected the minutes under Roll Call to reflect that **Chair Worel** opened the meeting. The minutes incorrectly read Chair Wintzer.

MOTION: Commissioner Savage moved to APPROVE the minutes of August 14, 2013 for the Work Session and the Regular Meeting as amended. Commissioner Thomas seconded the motion. Commissioner Wintzer abstained since he was absent from that meeting.

VOTE: The motion passed unanimously.

**PUBLIC INPUT**

There were no comments.

## **STAFF/COMMISSIONER COMMUNICATIONS AND DISCLOSURES**

Director Thomas Eddington introduced the new planner, Christy Alexander. She comes with great planning and design background and the Planning Department was excited to have her on Staff.

Director Eddington reported that the application deadline for a seat on the Planning Commission was extended to Friday, September 6<sup>th</sup> at 5:00 p.m.

Director Eddington announced that the special joint meeting with the Planning Commission and City Council was scheduled for Wednesday, September 4<sup>th</sup> at 5:00 p.m. The topic would be policy issues related to the General Plan.

Director Eddington asked which Commissioners would be available on September 11<sup>th</sup> to make sure the Planning Commission would have a quorum. Commissioners Worel, Strachan and Savage would be out of town. Commissioners Thomas, Hontz, Gross and Wintzer would attend. With four members attending, the Planning Commission would have a quorum to conduct the meeting. For the meeting on September 25<sup>th</sup>, Commissioners Worel, Wintzer, Gross and Thomas would attend, giving the Planning Commission a quorum. Commissioners Hontz, Strachan and Savage would be absent.

Kayla Sintz reviewed the September 11<sup>th</sup> agenda to make sure none of the Commissioners had conflicts and would need to be recused from an item. Commissioner Hontz asked if she would need to recuse herself from the work session discussion for the Library MPD modification, or whether a disclosure would be sufficient. Assistant City Attorney wanted the opportunity to determine whether or not it would be a conflict and she would inform the Planning Department if the item needed be continued to another meeting. The September 25<sup>th</sup> agenda was not yet finalized.

Commissioner Savage disclosed that he is friends with Gary Felsher, an applicant in the 7905 Royal Street matter on the agenda this evening. He did not believe their association would affect his decision this evening.

**CONTINUATION(S)** – Public Hearing and Continuation to date specified.

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

Planner Whetstone reported that the applicant was still working out issues with the Water Agreement before it is finalized. She wanted to make sure that easements or other items from the Water Agreement were reflected on the plat before it comes to the Planning Commission.

Chair Worel opened the public hearing. There were no comments. Chair Worel closed the public hearing.

MOTION: Commissioner Thomas moved to CONTINUE 510 Payday Drive - Plat Amendment to September 22, 2013. Commissioner Wintzer seconded the motion.

VOTE: The motion passed unanimously.

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

Chair Worel opened the public hearing. There were no comments. Chair Worel closed the public hearing.

MOTION: Commissioner Thomas moved to CONTINUE 2519 Lucky John Drive - Plat Amendment to September 11, 2013. Commissioner Wintzer seconded the motion.

VOTE: The motion passed unanimously.

LMC – Amendments to Chapter 2.4 – HRM District

Chair Worel opened the public hearing. There were no comments. Chair Worel closed the public hearing.

MOTION: Commissioner Wintzer moved to CONTINUE the LMC Amendments to Chapter 2.4 to September 11, 2013. Commissioner Thomas seconded the motion.

VOTE: The motion passed unanimously.

## **REGULAR AGENDA – Discussion, Public Hearing and Possible Action**

### **1. 7905 Royal Street – Record of Survey Amendment (Application #PL-13-01968)**

Planner Kirsten Whetstone reviewed the request for a record of survey plat amendment for Units 1 and 3 at the Knoll Condominiums located directly north of the Chateau at Silver Lake at Deer Valley. The owners of the Knoll Units 1 and 3 and the HOA, have requested an amendment to the plat to transfer approximately 700 square feet of unused platted private area from Unit 1 to Unit 3. The owner of Unit 1 does not intend to build his addition and was transferring the unbuilt area to Unit 3. The owner of Unit 3 would like to build an addition to the rear at the lower level, with a deck above to be limited common space.

Planner Whetstone reported that the 700 square feet would be transferred over, as well as an additional 100 square feet of common area to become private area for Unit 3 to construct an addition. No new units would be created. The Knoll was constructed with Deer Valley units and there is no calculation based on square footage. The Deer Valley MPD concept and configuration and the property use would not change. The amount of open space decreases by less than 1%. However, a footprint calculation was done and the open space would go from 65.3% to 64.9%. The required open space is 60%. Planner Whetstone stated that the proposed modifications would not have a negative impact on the Deer Valley MPD or the Greater Park City community.

The Staff found good cause for the Plat Amendment, and the record of survey amendment is consistent with the 11<sup>th</sup> Amended Master Plan Development for Deer Valley, the LMC, and State law for condominium plats. The Staff recommended that the Planning Commission conduct a public hearing and consider forwarding a positive recommendation to the City Council based on the Findings of Fact, Conclusions of Law and Conditions of Approval as outlined in the ordinance attached to the Staff report.

Chair Worel referred to language on page 38 of the Staff report, "...the lower level of Unit 3 increases by 811.7 square feet beneath a proposed common area deck". She asked if the lower level of Unit 3 would be under a common deck. Planner Whetstone explained that in a condominium plat the deck is typically limited common area. The addition is one-story off the back of the lower level, and a deck would be built on top of the addition. The deck would be considered common area. Planner Whetstone noted that the deck could be private; however limited common allows the HOA to access and maintain the deck. Commissioner Strachan clarified that limited common is different from common space.

Kevin Horn, the project architect, was available to answer questions. Mr. Horn noted that the three owners are close friends from New York and no one objects to this request.

Chair Worel opened the public hearing.

There were no comments.

Chair Worel closed the public hearing.

**MOTION:** Commissioner Strachan moved to forward a POSITIVE recommendation to the City Council for Unit 3 of 7885 and 7905 Royal Street in accordance with the Findings of Fact, Conclusions of Law, and Conditions of Approval as stated in the draft ordinance. Commissioner Wintzer seconded the motion.

VOTE: The motion passed unanimously.

Findings of Fact – 7885 and 7905 Royal Street

1. The property subject to this plat amendment is located at 7885 and 7905 Royal Street East and consists of Units 1 and 3 of The Knoll at Silver Lake Condominiums Phase I and associated common area.
2. The Knoll at Silver Lake Condominiums Phase I record of survey plat was originally recorded at Summit County on April 5, 1982. A first amended plat was recorded at Summit County on November 11, 1996, followed by subsequent amendments on December 21, 1999; November 29, 2005; April 5, 2006; and February 28, 2007.
3. The Knoll at Silver Lake Condominiums Phase I is located on a parcel that is 27,184 square feet in total area and consists of four (4) residential condominium units in one building with twelve (12) parking spaces located in an underground parking structure. The remaining phases were reconfigured in the 1980s with an MPD amendment and developed as detached single family homes, known as Knoll Estates.
4. The property is located within the Residential Development (RD-MPD) zoning district and is subject to the Deer Valley Master Planned Development (MPD) that sets forth maximum densities, location of densities, allowed uses, developer-offered amenities, and other conditions for the entire Master Plan. The property is located within the Silver Lake Community of the MPD.
5. The Knoll at Silver Lake Condominiums Phase I was approved for four (4) “Deer Valley Units” similar to Stag Lodge with no maximum floor area or residential unit equivalents (UEs) were assigned to these units. The MPD requires a minimum of 60% open space and compliance with the RD zone setbacks and building height limitations.
6. On July 1, 2013, an application for a plat amendment was submitted to the Planning Department requesting an amendment to the record of survey plat to transfer 711.1 sf of unused, un-built private area from Unit 1 to Unit 3 and to convert 100.6 sf of common area to private area for Unit 3 for the purpose of constructing an addition to Unit 3. The addition would increase the platted floor area and building footprint of Unit 3 by 811.7 square feet and decrease the platted floor area and building footprint of Unit 1 by 711.1 sf. There is a net change of floor area and building footprint of 100.6 sf.

7. No new units are created and the Deer Valley MPD concept and configuration of property and uses are not changed.
8. The amount of open space decreases from 65.3% to 64.9 % and the property continues to comply with the MPD requirement of 60% open space.
9. The State Condominium Act requires a vote of the condominium owners and approval of the amendment by 2/3 of the condominium owners.
10. On August 2, 2013, the owners signed a Sixth Amendment to the Declaration of Condominium and Consent to Record of Survey Amendment to be recorded with the amended plat and indicated that  $\frac{3}{4}$  of the owners were in favor of the amendment.
11. No new units are created and the MPD concept and configuration of property and uses is not changed. No new uses are created with the plat amendment. The proposed modifications are not substantive and will not have a negative impact on the surrounding area, the Deer Valley project, or the greater Park City community.
12. The MPD required 2 parking spaces per unit for a total of eight (8). There are twelve (12) spaces provided within an underground parking structure. No additional parking is required or proposed. No additional parking demand is created by the proposed amendments.
13. Findings in the staff analysis section are included herein.

Conclusions of Law – 7885 and 7905 Royal Street

1. There is good cause for this record of survey plat amendment.
2. The record of survey plat amendment is consistent with the Park City Land Management Code and applicable State law regarding condominium plats.
3. As conditioned, the record of survey plat amendment is consistent with the current Eleventh Amended and Restated Deer Valley MPD.
4. The proposed record of survey plat amendment will materially injure neither the public nor any person.
5. Approval of the record of survey plat amendment, subject to the conditions stated below, does not adversely affect the health, safety and welfare of the citizens of Park

City.

Conditions of Approval – 7885 and 7905 Royal Street

1. The City Attorney and City Engineer will review and approve the final form and content of the record of survey 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 record of survey 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 complete application requesting an extension is granted by the City Council.
3. All conditions of approval of the Deer Valley MPD and Knoll at Silver Lake Condominium record of survey plat continue to apply.
4. All construction subject to this plat amendment requires a Building Permit and approvals from the Building and Planning Departments.
5. A plat note shall be added requiring maintenance of all required elements of the fire protection plan, including residential fire sprinkler systems, according to the Building Code in effect at the time of building permit application submittal.

**2. 1555 Iron Horse Drive – Extension of a MPD (Application PL-13-01963)**

Planner Francisco Astorga reviewed the request to extend the approved MPD that was approved in 2011. The property is located at 1555 Iron Horse Loop Road. Planner Astorga explained that the property owner put his plans on hold due to the discussion the City and the property owners were having with Rocky Mountain Power regarding the possible relocation of the substation. Since the relocation was not negotiated and the City was not looking into further possibilities, the property owner would like to extend the approval date for two years from the original date to begin the project. The original MPD expired on August 2<sup>nd</sup>, 2013. The applicant had filed the proper request for a two-year extension.

Planner Astorga noted that during the review process of the extension the Staff discovered a discrepancy with the unit equivalents under Section 5, Affordable Housing. The original number was incorrect based on the calculation of affordable housing equivalents. The number 6.14 should be corrected to read 6.91 unit equivalents. Planner Astorga stated that the inaccurate number was acknowledged and the correct number would be put in the

appropriate development agreement. He noted that Rhoda Stauffer, the City Affordable Housing Specialist, had revised the language as reflected on page 119 of the Staff report.

Planner Astorga stated that all the conditions of approval of the MPD would continue to apply with the exception of the expiration date and the correction to the number of unit equivalents indicated on Exhibit C. The Staff requested that the extension be granted to August 2<sup>nd</sup>, 2015 to obtain a building permit for the approved MPD.

The Staff recommended that Planning Commission conduct a public hearing and consider approving the requested MPD Extension.

Chair Worel noted that the language in Section 5 on page 119 made reference to 100% of Park City's workforce wage. She was unfamiliar with that term and asked how the work force wage is calculated. Assistant City Attorney McLean stated that the City Housing Specialist calculates the number. Director Eddington explained that affordable housing is typically based on area median income and they look at 100% of what a family of four makes. However, Rhoda Stauffer and Phyllis Robinson established a formula that was more accurate. Area median income also includes those who live here but work somewhere else, or vice-versa, and that can elevate the numbers. The workforce housing number is lower because it is based on the actual work force income. They try to balance the two to achieve a clearer picture for workforce housing.

Commissioner Wintzer asked if the applicant was agreeable to the change in the unit equivalent calculation. Craig Elliott, representing the applicant, replied that the applicant understood that it was a difference in calculation and he was comfortable with the correction.

Craig Elliott clarified that the applicant was requesting a two-year extension to work through the process of relocating the existing tenants before construction begins.

Chair Worel opened the public hearing.

Betsy Megs was not opposed to the extension; however, she wanted to know what would be constructed in place of the existing buildings.

Mr. Elliott informed Ms. Megs that the planned project would be commercial, office and residential use. Planner Astorga stated that if Ms. Megs came into the Planning Department he would review with her the plans of the 2011 MPD.

Chair Worel closed the public hearing.

Commissioner Hontz referred to page 57 of the Staff report, Finding of Fact 12 and changed the word compliances to correctly read **compliance**.

Commissioner Gross noted that the MPD was originally approved in 2011 and this was 2013. He pointed out that a two year extension would be to 2015. In looking at the phasing plan on page 113, the tenants would be moving in the summer of 2020, approximately ten years after the original approval. Commissioner Gross asked Mr. Elliott if it was reasonable to assume he would have a site under construction for over four years. He questioned why it would take 4-1/2 years to construct a 55,000 square foot structure. . Commissioner Gross was nervous about granting a two year extension and having the applicant extend the construction schedule.

Commissioner Thomas stated that the Planning Commission has the purview to extend the MPD. Commissioner Gross thought they should extend it one year and have the applicant come back next year if he needed additional time. He noted that they spent two years discussing the substation which ended up being a wasted two years. Commissioner Gross thought two years was a long time, particularly in the current economy.

Commissioner Hontz asked if the applicant would be able to come back for another extension if they only extend it one year. Assistant City Attorney McLean explained that the Code allows for a two-year extension and they could break it into two one-year extensions.

Commissioner Wintzer did not believe extending it one year or two years would affect the phasing plan. Commissioner Gross remarked that this was the most extended phasing plan he has seen. Commissioner Savage understood that the phasing plan had not changed since the original approval in 2011 and granting the extension would not change the phasing plan. Therefore, if the phasing plan is onerous, it was that way when it was approved.

Commissioner Strachan pointed out that the phasing plan is a function of the market as well as the timing to complete the project. Commissioner Gross believed the construction needed to be completed at one time because the developer would not be waiting for an anchor tenant. He would pursue financing that would allow for full construction and complete at one time. Commissioner Gross thought the worst case should be a fifteen month construction period. Commissioner Strachan was unsure whether the developer would want to build the project at one time. Commissioner Gross noted that phase one and two was site work. Phase three is constructing the shell and phase four is finishing the shell. At that point they would still need to add the tenant improvements which would take another four to six months. He thought Phases one and two should only take six months.

Mr. Elliott explained that the site is a former City dump and the phasing plan allows for enough time to mitigate any impacts on the site. There are also tanks on the site from an old fueling station. The site work could be a long and extensive process based on EPA requirements. Mr. Elliott noted that the owner would like to compress the time frame if possible, but that was unknown at this time. Mr. Elliott remarked that another issue is that construction on the site could not begin until the Deer Valley Laundry is operating in a new location. He stated that the phasing plan was based on the worst case of unknown conditions.

Commissioner Thomas asked whether the argument was the phasing plan or the two-year extension. He did not believe that the Planning Commission was at liberty to open up the MPD and change the phasing plan. Commissioner Gross remarked that all the drilling, studies and tests should have been done by now. Commissioner Thomas disagreed because it is impossible to know the condition of the soil until you dig into it. Commissioner Gross was uncomfortable with dragging out the project by granting a two-year extension.

Commissioner Wintzer remarked that when the MPD was approved they heard similar arguments regarding the phasing plan. The developer was requesting a two-year extension and he did not think it was appropriate to relook at the phasing plan. Commissioner Wintzer stated there was a reason for approving the phasing plan and the reason had not changed. He was not opposed to a two-year extension because this construction season was coming to an end and the existing tenant could not move until after the ski season.

Commissioner Thomas believed it was in the owner's best interest to complete construction once it starts. Commissioner Gross agreed with all the comments; however, he was not on the Planning Commission in 2011 and he was uncomfortable with the extended period of the phasing plan. If the MPD was opening up because of the extension, he believed the phasing and all other issues were on the table.

MOTION: Commissioner Savage moved to APPROVE the two-year extension of the Master Planned Development for 1555 Lower Iron Horse Loop Road in accordance with the Findings of Facts, Conclusions of Law and Conditions of Approval, as amended. Commissioner Wintzer seconded the motion.

VOTE: The motion passed 5-1. Commissioner Gross voted against the motion.

#### Findings of Fact – 1555 Lower Iron Horse Loop Road

1. The 1555 Lower Iron Horse Loop Road MPD was approved by the Planning

Commission on December 8, 2010.

2. The Development Agreement, ratifying the MPD was submitted to the City in April 2011, within six (6) months of the approved MPD.
3. The approved MPD was put in the form of a Development Agreement and ratified with some minor revisions by the Planning Commission on July 13, 2011.
4. The Development Agreement was executed on August 2, 2011.
5. The Development Agreement was recorded on August 8, 2011.
6. The MPD had a condition of approval which indicated that a building permit must be approved within two (2) years of the development agreement ratification.
7. The expiration date of the approved MPD was August 2, 2013.
8. On June 25, 2013 the applicant submitted a formal letter and application requesting to extend the approved MPD to two (2) more years.
9. During this two (2) year period the project was on hold during the Rocky Mountain Power/Park City Municipal Corporation discussion of relocating the Bonanza Park substation to possibly, this subject site. A decision was made in June 2013 not to pursue the possible relocation.
10. The applicant desires to move forward with their approvals which includes building the approved mixed use residential and commercial development.
11. Staff recommends that the Planning Commission extend the approval to the requested two (2) year extension which would allow the applicant to submit applicable building permit/plans by August 2, 2015.
12. There has been no change in circumstance that would result in unmitigated impacts or that would result in a finding of non-compliance with the Park City General Plan or the LMC at this time.
13. There have not been any significant changes in circumstance which includes physical changes to the property or surroundings.
14. Staff prepared a new Development Agreement to be executed and recorded to reflect this possible MPD extension approval.

15. During this MPD extension request, Staff identified that the required Unit Equivalents (UEs) of Affordable Housing were incorrectly calculated on the executed and recorded Development Agreement.

16. Staff recommends that the updated Development Agreement associated with this MPD extension be amended to reflect the correct amount of Affordable Housing UEs as indicated on the proposed/redlined Development Agreement.

17. All original findings of fact, conclusions of law, and conditions of approval of the MPD approved on the December 8, 2010 and ratified with minor revisions in the form of a development agreement on July 13, 2011 shall continue to apply except as modified herein.

#### Conclusion of Law – 1555 Lower Iron Horse Loop Road

1. The MPD extension, as conditioned, complies with all the requirements of the approved MPD.
2. The MPD extension, as conditioned, complies with all the requirements of the Land Management Code.
3. The MPD extension, as conditioned, is consistent with the Park City General Plan.
4. The MPD extension, as Conditioned, is consistent with the employee Affordable Housing requirements as adopted by the City Council at the time the Application was filed.
5. The MPD has been noticed and public hearing held in accordance with this Code.

#### Conditions of Approval – 1555 Lower Iron Horse Loop Road

1. All conditions of approval of the approved MPD approved on December 8, 2010 and ratified with minor revisions in the form of a development agreement on July 13, 2011 shall continue to apply.
2. The updated Development Agreement shall reflect the correct amount of affordable housing unit equivalents as indicated on Exhibit C.

3. The updated Development Agreement shall be recorded within thirty (30) days.
4. The MPD shall expire on August 2, 2015 unless a building permit is issued by said date.

**3. 331 McHenry Avenue – Appeal of Staff’s Determination  
(Application PL-13-01959)**

Due to a conflict of interest, Commissioner Wintzer recused himself and left the room.

Planner Astorga apologized for the late notice, but he only learned this morning that both the applicant and the appellant had decided to continue this item to October 9<sup>th</sup>.

MOTION: Commissioner Savage moved to CONTINUE the quasi-judicial hearing for 331 McHenry Avenue to October 9, 2013. Commissioner Hontz seconded the motion.

VOTE: The motion passed unanimously.

The Park City Planning Commission meeting adjourned at 6:15 p.m.

Approved by Planning Commission: \_\_\_\_\_





**Planning Commission  
Staff Report**

**PLANNING DEPARTMENT**

**Subject:                   Thaynes Creek Ranch Estates- Phase 1 subdivision**  
**Date:                       September 11, 2013**  
**Author:                    Kirsten Whetstone, MS, AICP**  
**Project Number:        PL-13-01945**  
**Type of Item:            Subdivision plat**

**Summary Recommendations**

Staff recommends the Planning Commission conduct a public hearing, consider any input, and consider forwarding a positive recommendation to City Council to approve the Thaynes Creek Ranch Estates Phase One subdivision plat based on the findings of fact, conclusions of law, and conditions of approval as stated in the draft ordinance.

**Description**

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

**Proposal**

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

**Background**

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

recordation at Summit County on March 22, 2013. Conditions of the Annexation Agreement (Exhibit C) continue to apply to this subdivision plat application. A seven lot preliminary subdivision plat was approved with the Annexation (Exhibit D). On June 17, 2013, an application for a final subdivision plat for the first four lots was submitted to the Planning Department. The applicant provided a revised plat identifying lot sizes, building footprint, limits of disturbance areas, and maximum irrigated areas.

### **Purpose**

The purpose of the Single Family SF District is to:

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

### **Description**

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

### **Analysis**

#### **Land Use and Density**

The current application consists of four (4) single family lots on approximately four (4) acres, a driveway for a private street proposed as Richards Court, and various easements for utilities, water conveyance, snow storage, access, easement access for an adjacent property owner, and plat notes addressing conditions of approval consistent with the Richards/PCMC Annexation. Lots range in area from 0.51 acres to 1.33 acres. No commercial density is proposed or allowed per the zoning. Nightly rentals are not an allowed use within the Single Family (SF) zoning district.

Single Family (SF) zoning allows up to three (3) units per acre. The proposed density of this phase is one (1) unit per acre. Lots 5-8 are proposed for a future

Phase Two subdivision plat. Lot 8 is proposed as a future commonly owned lot for an indoor equestrian arena. No density is assigned to Lot 8. Overall density for the two phases is 0.51 units per acre (7 lots on 13.75 acres). Overall density is consistent with the overall density in the surrounding neighborhoods of Thayne's Canyon, Iron Mountain, and Aspen Springs.

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

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

#### Character and Development of adjacent property

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

#### Maximum building footprint

The plat identifies maximum building footprints for the proposed Lots, consistent with the preliminary plat. Maximum footprint proposed for Lots 3 and 4 is 3,900 square feet and 4,150 square feet for Lots 1 and 2. Consistent with lots in the immediate neighborhood on the north side of Payday Drive, the CCRs and the plat include language restricting the living area of the upper floor to 60% of the living area of the main floor. The garage area is included within the proposed building footprint. Building height is not restricted in the adjacent subdivision and Staff believes the zone height of 28' plus 5' for a pitched roof (minimum pitch of 4:12) is consistent with the neighborhood for the four lots in this first phase. There is a plat note restricting the floor area of the second floor to a maximum of 60% of the floor area of the main floor. The plat identifies a separate maximum building footprint of 1,300 square feet for barns located on Lots 1 and 2.

### Maximum Limits of Disturbance and Irrigated Area

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

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

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

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

### Access

Access to the Richards property is from Payday Drive at the existing driveway to the Richards farm at 510 Payday Drive. Proposed Lots 1, 3, and 4 have frontage onto Payday Drive. Lots 1, 2, and 3 have frontage on Richard's Court and are proposed to have access only onto Richards Court. Access to Lot 4 is proposed from Payday Drive, the only Lot that will access directly onto Payday Drive. Each lot is allowed a maximum driveway width of fifteen feet, measured at the property line with Payday Drive or Richard's Court. Each driveway may widen as it approaches the garage. Overall driveway lengths shall be minimized to the greatest extent possible in order to locate building pads for Lots 1 and 2 as far west as possible. Driveway lengths for Lots 3 and 4 shall be consistent with driveway lengths of lots in the surrounding neighborhood.

### Roads and Utilities

Richards Court is proposed in the location of the current driveway to the

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

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

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

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

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

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

#### Pedestrian Circulation

Public pedestrian access is provided by extending the existing Payday Drive sidewalk on the north side of the street, within the existing ROW, to Iron Canyon Drive. Ten foot public snow storage easements along Payday Drive are provided

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

### Affordable Housing

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

### Environmental

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

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

### Historic and cultural resources

There are no known historic or cultural resources identified on the property according to information on record at the State, County, and City historic resources. Staff recommends that prior to recordation of a final subdivision plat, a historic reconnaissance survey be conducted by the applicant in conformance with the City's Historic Preservation Chapter 11 of the Land Management Code and a certification letter regarding any historic and/or cultural resources shall be

submitted to the City. Any discovered historical structures shall be added to the City's Historic Sites Inventory, and designated as either "Significant" or "Landmark" according to the criteria as listed in LMC Chapter 11.

### Fencing

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

### Annexation Agreement

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

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

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

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

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

### Zoning

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

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

### **Department Review**

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

### **Alternatives**

- The Planning Commission may forward a positive recommendation to City Council to approve the Thaynes Creek Ranch Estates phase 1 subdivision plat as conditioned or amended, or
- The Planning Commission may forward a negative recommendation to deny the subdivision plat and direct staff to make findings for this decision, or
- The Planning Commission may continue discussion and action on the subdivision plat to a future date.

### **Notice**

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

### **Public Input**

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

### **Good Cause**

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

### **Future Process**

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

### **Summary Recommendations**

Staff recommends the Planning Commission conduct a public hearing, consider any input, and consider forwarding a positive recommendation to City Council to approve the Thaynes Creek Ranch Estates Phase One subdivision plat based on the findings of fact, conclusions of law, and conditions of approval as stated in the draft ordinance.

### **Exhibits**

Ordinance

Exhibit A- Proposed Subdivision plat

Exhibit B- Vicinity Map

Exhibit C- Annexation Agreement

Exhibit D- Preliminary Subdivision plat

Exhibit E- Surrounding lot comparison

Exhibit F- Utility plan

Exhibit G- Fencing plan

**Ordinance 13-**

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

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

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

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

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

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

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

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

WHEREAS, on September \_\_\_\_, 2013, the City Council held a public hearing on the Thaynes Creek Ranch Estates Phase 1 subdivision; and

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

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

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

Findings of Fact

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

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

#### Conclusions of Law

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

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

#### Conditions of Approval

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

12. All exterior lighting shall be reviewed with each building permit application for compliance with best lighting practices as recommended by the Dark Skies organization.
13. Fencing shall be consistent through-out the subdivision. A fencing plan shall be submitted with each building permit application to allow Staff to review all fencing for consistency through-out the subdivision and to review impacts of fencing on wildlife movement through the site. The fencing plan shall include location of fences and materials, dimensions, and installation methods.
14. Construction of a five foot wide public side walk along Payday Drive connecting the existing sidewalk on the north side of the street with a pedestrian crossing at Iron Mountain Drive is required to provide connectivity to Rotary Park. The sidewalk and all required public improvements, including landscaping of the public right-of-way along Payday Drive, shall be completed prior to issuance of a certificate of occupancy for any new house on these lots.
15. A grading plan and landscape plan shall be submitted with each building permit application and this requirement shall be noted on the final subdivision plat. Excavated materials shall remain on site to the greatest extent possible and shall be addressed with the grading plan.
16. A note shall be included on the final subdivision plat requiring each new house in the development to meet LEED for Homes Silver Rating certification (at a minimum) with required water conservation requirements as further described in the Annexation Agreement.
17. The application is subject to the City's Affordable Housing Resolution 20-07 and as further described in the Annexation Agreement. The affordable housing obligation shall be provided on the property, unless otherwise approved by the Park City Housing Authority with payment of fees in-lieu. If the affordable housing unit is provided within the subdivision, the unit will not count against the maximum allowed density. The affordable housing obligation shall be satisfied prior to issuance of the first certificate of occupancy for new construction. Provision of an affordable housing unit within an existing house may be allowed, subject to approval by the Park City Housing Authority to satisfy the required 0.9 AUE (810 sf).
18. A note shall be added to the final subdivision plat stating that the Planning Director may grant an administrative Conditional Use permit for the raising and grazing of horses on these lots, including a barn located within an identified building pad on the final subdivision plat, provided the application complies with the LMC requirements for raising and grazing of horses and providing an Animal Management Plan is submitted and approved.
19. A note shall be added to the final subdivision plat indicated that barns may not be used for human occupation.
20. All conditions and restrictions of the Annexation Agreement shall continue to apply to the Final Subdivision plat and shall be noted on the plat prior to recordation.
21. The existing recorded easement, providing access to Payday Drive for an adjacent property to the northwest of the existing Richards house, is identified on the proposed plat. Because the easement falls short of connecting to Payday Drive, the proposed plat shall identify an access easement to join up

- with the Payday Drive public ROW, or a separate extension of the existing easement shall be recorded at Summit County and the recording information shall be memorialized on the plat prior to recordation.
22. Prior to recordation of a final subdivision plat a historic reconnaissance survey shall be conducted by the applicant in conformance with the City's Historic Preservation Chapter 11 of the Land Management Code and a certification letter regarding any historic resources shall be submitted to the City. Any discovered historical or cultural resources will be added to the City's Historic Sites Inventory and designated as either "Significant" or "Landmark" according to the criteria as listed in LMC Chapter 11.
  23. Ownership of water rights shall not affect the application of the Impact Fee Ordinance to the Property at the time of development of the lots as further described in the Annexation Agreement.
  24. A note shall be included on the plat prior to recordation indicating that a lot line adjustment application will be allowed to combine Lots 3 and 4 into one lot of record if desired by the lot owner(s). The lot combination will be subject to the LMC Section 15-2.11-6 Maximum House Size and Setbacks on Combined Lots.
  25. Modified 13-D residential fire sprinklers are required for all new construction as required by the Chief Building Official.
  26. Lots 1 and 2 are restricted to a maximum house building footprint of 4,150 sf, including the garage. Lots 3 and 4 are restricted to a maximum house building footprint of 3,900 sf, including the garage. Barn footprints are restricted to a maximum of 1,300 sf.
  27. Maximum irrigated area for finished landscape (excluding pasture areas irrigated with private irrigation shares) is 16,000 sf for Lots 1 and 2 and 10,000 sf for Lots 3 and 4. All landscaping shall comply with LMC Section 15-5-5 (M). Trees, such as cottonwoods, willows, aspens, and fruit trees may be planted in the pasture areas provided they are irrigated only with private irrigation shares.
  28. Maximum LOD area (including house and barn footprints, paved driveways, patios and other hardscape, and irrigated landscaping) for Lots 1 and 2 is restricted to a maximum of 45% of the Lot Area and for Lots 3 and 4 this LOD area is restricted to a maximum of 75% of the Lot Area. Area necessary for utility installation is excluded from the maximum LOD area calculation and if within the pasture areas shall be re-vegetated with like pasture vegetation.

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

PASSED AND ADOPTED this \_\_\_\_ day of \_\_\_\_\_, 2013.

PARK CITY MUNICIPAL  
CORPORATION

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Dana Williams, MAYOR

ATTEST:

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City Recorder

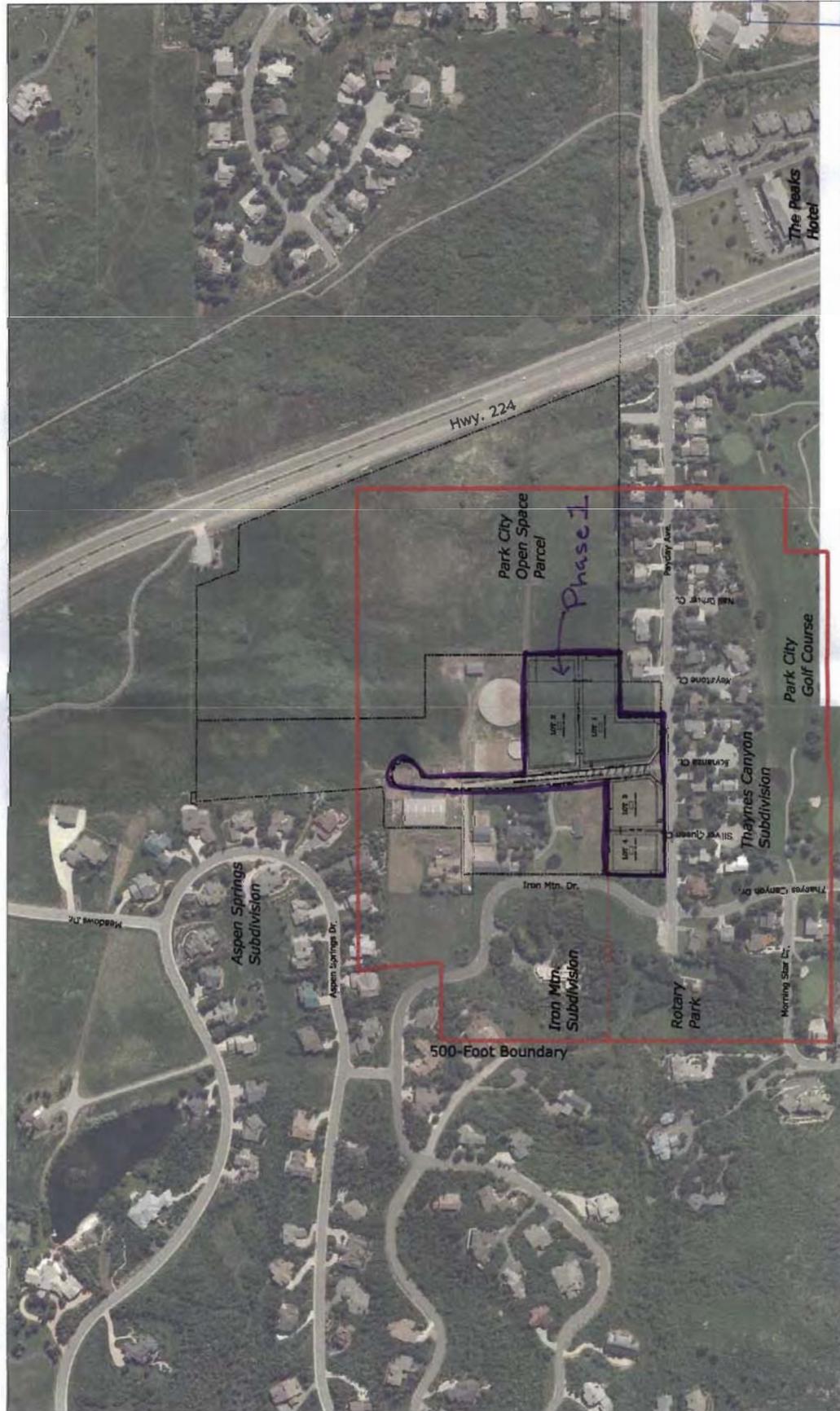
APPROVED AS TO FORM:

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Mark Harrington, City Attorney



# EXHIBIT B



RECEIVED  
 JUN 17 2013  
 PARK CITY  
 PLANNING DEPT.

 <p>PLANNING DEPARTMENT          211 Main Street, 2nd Floor, Park City, Utah 84302</p>	<p>STAFF:                  SUE SCHULER</p> <p>DATE: 6/11/13</p>	<p>FOR:                  JOB NO.: 6-4-11                  FILE: S:\Thomas_Campen\map\Richards\500 foot phase 2.mxd</p>	<p>SHEET                  1                  of                  1</p>
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# STATE OF UTAH



OFFICE OF THE LIEUTENANT GOVERNOR

## CERTIFICATE OF ANNEXATION

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

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



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

A handwritten signature in black ink that reads "Greg Bell".

---

GREG BELL  
Lieutenant Governor

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

Fee exempt per Utah Code Annotated 11-13-102

**Ordinance 13-06**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**Findings of Fact**

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

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

neighborhood.

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

#### Conclusions of Law

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

#### Conditions of Approval

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

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

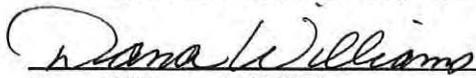
obligation shall be provided on the property, unless otherwise approved by the Park City Housing Authority. If the affordable housing unit is provided within the subdivision, the unit will not count against the maximum allowed density.

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

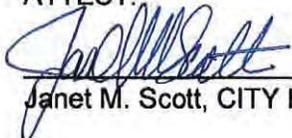
SECTION 6. EFFECTIVE DATE. This Ordinance shall take effect upon publication of this Ordinance, recordation of the Annexation Plat and Annexation Agreement, and in compliance with state annexation filing requirements, pursuant to the Utah Code Annotated Section 10-2-425.

PASSED AND ADOPTED this 31<sup>st</sup> day of January, 2013.

PARK CITY MUNICIPAL CORPORATION

  
Dana Williams, MAYOR

ATTEST:

  
Janet M. Scott, CITY RECORDER



APPROVED AS TO FORM:



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Thomas A. Daley, Sr. DEPUTY CITY ATTORNEY

Attachment- Annexation Agreement and Exhibits

EXHIBIT B

PARK CITY MUNICIPAL CORPORATION ANNEXATION

January 6, 2012

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

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

Description contains 19.74 acres.

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## RICHARDS ANNEXATION

January 6, 2012

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

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

Description contains 13.75 acres.

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

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**RICHARDS PARCEL ANNEXATION AGREEMENT**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

*(Signatures begin on following page)*

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

By: *Dana Williams*  
Dana Williams, Mayor

Dated this 4 day of MARCH, 2013.

ATTEST: City Clerk

By: *Janet Scott*  
Janet Scott, City Recorder

Dated this 4 day of MARCH, 2013.

APPROVED AS TO FORM:

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

Dated this 4 day of MARCH, 2013.



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

By: *Franklin D. Richards, Jr.*

Name: FRANKLIN D. RICHARDS JR.

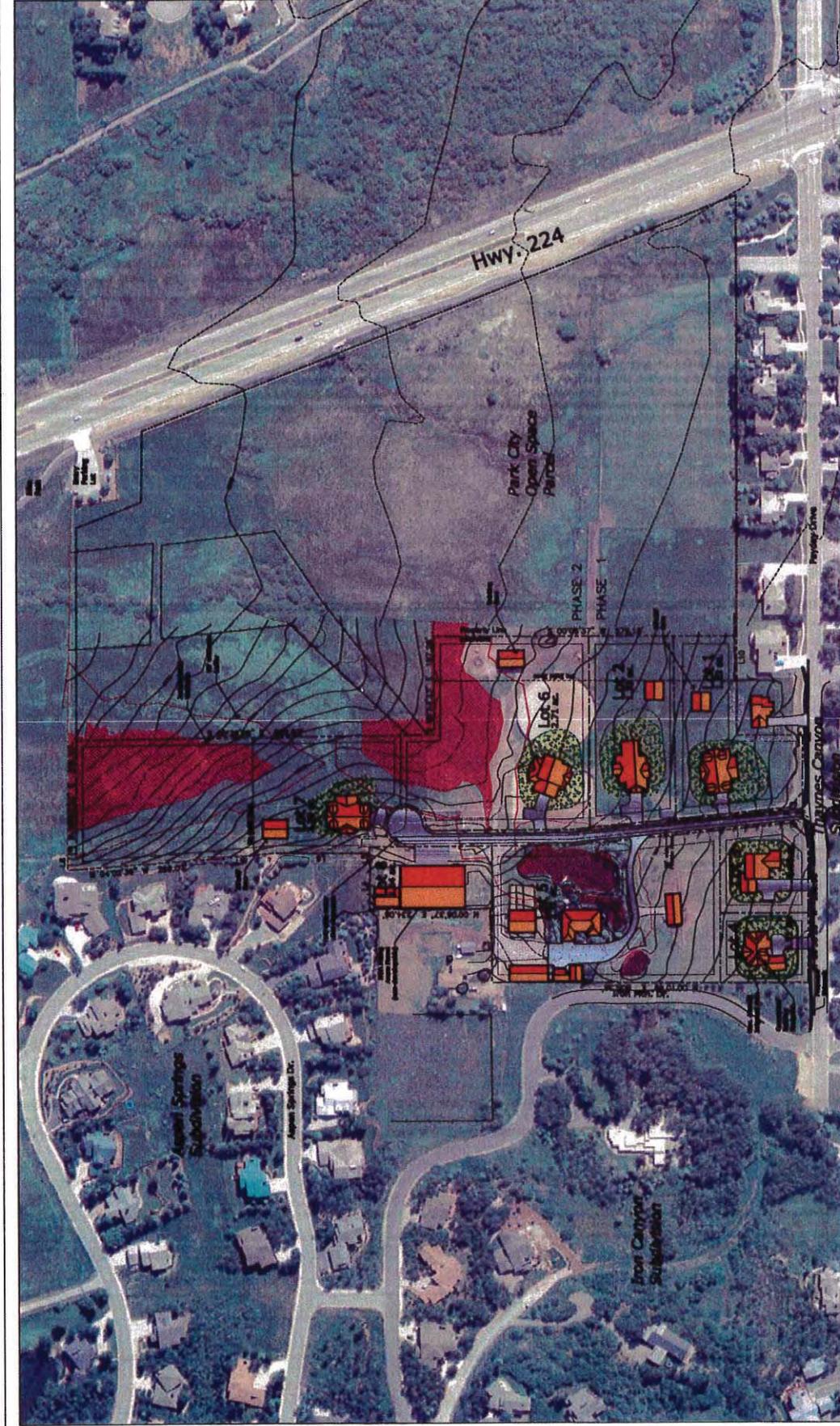
Dated this 4 day of MARCH, 2013

Acknowledgement (notary)

**Exhibits**

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

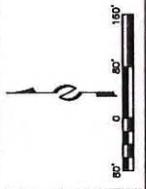
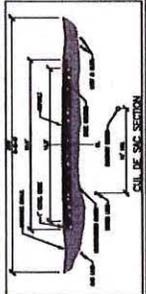
EXHIBIT C



**Development Data - Phase 1**

Lot	Area (sq ft)	Area (ac)	Area (sq ft)	Area (ac)
Lot 1	1,000.00	0.023	1,000.00	0.023
Lot 2	1,000.00	0.023	1,000.00	0.023
Lot 3	1,000.00	0.023	1,000.00	0.023
Lot 4	1,000.00	0.023	1,000.00	0.023
Lot 5	1,000.00	0.023	1,000.00	0.023
Lot 6	1,000.00	0.023	1,000.00	0.023
Lot 7	1,000.00	0.023	1,000.00	0.023
Lot 8	1,000.00	0.023	1,000.00	0.023
Lot 9	1,000.00	0.023	1,000.00	0.023
Lot 10	1,000.00	0.023	1,000.00	0.023
Lot 11	1,000.00	0.023	1,000.00	0.023
Lot 12	1,000.00	0.023	1,000.00	0.023
Lot 13	1,000.00	0.023	1,000.00	0.023
Lot 14	1,000.00	0.023	1,000.00	0.023
Lot 15	1,000.00	0.023	1,000.00	0.023
Lot 16	1,000.00	0.023	1,000.00	0.023
Lot 17	1,000.00	0.023	1,000.00	0.023
Lot 18	1,000.00	0.023	1,000.00	0.023
Lot 19	1,000.00	0.023	1,000.00	0.023
Lot 20	1,000.00	0.023	1,000.00	0.023
Lot 21	1,000.00	0.023	1,000.00	0.023
Lot 22	1,000.00	0.023	1,000.00	0.023
Lot 23	1,000.00	0.023	1,000.00	0.023
Lot 24	1,000.00	0.023	1,000.00	0.023
Lot 25	1,000.00	0.023	1,000.00	0.023
Lot 26	1,000.00	0.023	1,000.00	0.023
Lot 27	1,000.00	0.023	1,000.00	0.023
Lot 28	1,000.00	0.023	1,000.00	0.023
Lot 29	1,000.00	0.023	1,000.00	0.023
Lot 30	1,000.00	0.023	1,000.00	0.023
Lot 31	1,000.00	0.023	1,000.00	0.023
Lot 32	1,000.00	0.023	1,000.00	0.023
Lot 33	1,000.00	0.023	1,000.00	0.023
Lot 34	1,000.00	0.023	1,000.00	0.023
Lot 35	1,000.00	0.023	1,000.00	0.023
Lot 36	1,000.00	0.023	1,000.00	0.023
Lot 37	1,000.00	0.023	1,000.00	0.023
Lot 38	1,000.00	0.023	1,000.00	0.023
Lot 39	1,000.00	0.023	1,000.00	0.023
Lot 40	1,000.00	0.023	1,000.00	0.023
Lot 41	1,000.00	0.023	1,000.00	0.023
Lot 42	1,000.00	0.023	1,000.00	0.023
Lot 43	1,000.00	0.023	1,000.00	0.023
Lot 44	1,000.00	0.023	1,000.00	0.023
Lot 45	1,000.00	0.023	1,000.00	0.023
Lot 46	1,000.00	0.023	1,000.00	0.023
Lot 47	1,000.00	0.023	1,000.00	0.023
Lot 48	1,000.00	0.023	1,000.00	0.023
Lot 49	1,000.00	0.023	1,000.00	0.023
Lot 50	1,000.00	0.023	1,000.00	0.023
Lot 51	1,000.00	0.023	1,000.00	0.023
Lot 52	1,000.00	0.023	1,000.00	0.023
Lot 53	1,000.00	0.023	1,000.00	0.023
Lot 54	1,000.00	0.023	1,000.00	0.023
Lot 55	1,000.00	0.023	1,000.00	0.023
Lot 56	1,000.00	0.023	1,000.00	0.023
Lot 57	1,000.00	0.023	1,000.00	0.023
Lot 58	1,000.00	0.023	1,000.00	0.023
Lot 59	1,000.00	0.023	1,000.00	0.023
Lot 60	1,000.00	0.023	1,000.00	0.023
Lot 61	1,000.00	0.023	1,000.00	0.023
Lot 62	1,000.00	0.023	1,000.00	0.023
Lot 63	1,000.00	0.023	1,000.00	0.023
Lot 64	1,000.00	0.023	1,000.00	0.023
Lot 65	1,000.00	0.023	1,000.00	0.023
Lot 66	1,000.00	0.023	1,000.00	0.023
Lot 67	1,000.00	0.023	1,000.00	0.023
Lot 68	1,000.00	0.023	1,000.00	0.023
Lot 69	1,000.00	0.023	1,000.00	0.023
Lot 70	1,000.00	0.023	1,000.00	0.023
Lot 71	1,000.00	0.023	1,000.00	0.023
Lot 72	1,000.00	0.023	1,000.00	0.023
Lot 73	1,000.00	0.023	1,000.00	0.023
Lot 74	1,000.00	0.023	1,000.00	0.023
Lot 75	1,000.00	0.023	1,000.00	0.023
Lot 76	1,000.00	0.023	1,000.00	0.023
Lot 77	1,000.00	0.023	1,000.00	0.023
Lot 78	1,000.00	0.023	1,000.00	0.023
Lot 79	1,000.00	0.023	1,000.00	0.023
Lot 80	1,000.00	0.023	1,000.00	0.023
Lot 81	1,000.00	0.023	1,000.00	0.023
Lot 82	1,000.00	0.023	1,000.00	0.023
Lot 83	1,000.00	0.023	1,000.00	0.023
Lot 84	1,000.00	0.023	1,000.00	0.023
Lot 85	1,000.00	0.023	1,000.00	0.023
Lot 86	1,000.00	0.023	1,000.00	0.023
Lot 87	1,000.00	0.023	1,000.00	0.023
Lot 88	1,000.00	0.023	1,000.00	0.023
Lot 89	1,000.00	0.023	1,000.00	0.023
Lot 90	1,000.00	0.023	1,000.00	0.023
Lot 91	1,000.00	0.023	1,000.00	0.023
Lot 92	1,000.00	0.023	1,000.00	0.023
Lot 93	1,000.00	0.023	1,000.00	0.023
Lot 94	1,000.00	0.023	1,000.00	0.023
Lot 95	1,000.00	0.023	1,000.00	0.023
Lot 96	1,000.00	0.023	1,000.00	0.023
Lot 97	1,000.00	0.023	1,000.00	0.023
Lot 98	1,000.00	0.023	1,000.00	0.023
Lot 99	1,000.00	0.023	1,000.00	0.023
Lot 100	1,000.00	0.023	1,000.00	0.023

- Notes**
- No LTR shall be recorded.
  - Lot 10 is reserved for the future.
  - The final subdivision is subject to the Agreement.
  - Construction shall be completed within 12 months of the date of recording.



STAFF: STEVE SCHULER  
DATE: 1/27/13

FRANK RICHARDS PROPERTY  
CONCEPT SUBDIVISION AND PHASING PLAN  
THAINES CREEK RANCH ESTATES  
FOR: Frank Richards  
JOB NO: 12-10-11  
FILE: C:\Projects\Comp\1011\1011\Subdiv-7.dwg

SHEET 1 OF 1

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

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

DEED OF CONSERVATION EASEMENT  
Richards Ranch (SR 224)

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

00730831 BK01688 PG00720-00730  
ALAN SPRIGGS, SUMMIT CO RECORDER  
2005 MAR 30 10:50 AM FEE \$ .00 BY GGB  
REQUEST: PARK CITY MUNICIPAL CORP

WITNESSETH:

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

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

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

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

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

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

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

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

BK1688 PG0720

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

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

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

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

BK1688 PG0721

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

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

BK1688 PG0722

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

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

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

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

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

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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 a breach by Grantor shall impair such right or remedy or be construed as a waiver.
- 7.2 **Acts Beyond Grantor's Control.** Nothing contained in this Easement shall be construed to entitle Grantee to bring any action against Grantor for any injury to or change in the Property resulting from causes beyond Grantor's control, including, without limitation, fire, flood, storm, and earth movement, or from any prudent action taken by Grantor under emergency conditions to prevent, abate, or mitigate significant injury to the Property resulting from such causes.
8. **Access.** No right of access by the general public to any portion of the Property is conveyed by this Easement.
9. **Costs and Liabilities.** Grantor retains all responsibilities and shall bear all costs and liabilities of any kind related to the ownership, operation, upkeep, and maintenance of the Property, including the maintenance of adequate comprehensive general liability insurance coverage. Grantor shall keep the Property free of any liens arising out of any work performed for, materials furnished to, or obligations incurred by Grantor.
- 9.1 **Taxes.** Grantor shall pay before delinquency all taxes, assessments, fees, and charges of whatever description levied on or assessed against the Property by competent authority (collectively "taxes"), including any taxes imposed upon, or incurred as a result of, this Easement, and shall furnish Grantee with satisfactory evidence of payment upon request. Grantee is authorized but in no event obligated to make or advance any payment of taxes, upon ten (10) days prior written notice to Grantor, in accordance with any bill, statement, or estimate procured from the appropriate authority, without inquiry into the validity of the taxes or the accuracy of the bill, statement, or estimate procured from the appropriate authority, without inquiry into the validity of the taxes or the accuracy of the bill, statement, or estimate, and the obligation created by such payment shall bear interest until paid by Grantor at the lesser of two (2) percentage points over the prime rate of interest from time to time charged by Zion's Bank or the maximum rate allowed by law.

- 9.2 **Hold Harmless.** Grantor shall hold harmless, indemnify, and defend Grantee and its members, directors, officers, employees, agents, and contractors (collectively "Indemnified Parties") from and against all liabilities, penalties, costs, losses, damages, expenses, causes of action, claims, demands or judgments, including, without limitation, reasonable attorneys' fees arising from or in any connection with: (1) injury to or the death of any person, or physical damage to any property, resulting from any act, omission, condition, or other matter related to or occurring on or about the Property, unless due solely to the negligence of any of the Indemnified Parties; (2) the obligations specified in Paragraphs 9 and 9.1; and (3) the existence or administration of this Easement.
10. **Extinguishment.** Grantee shall not voluntarily or willingly allow the extinguishment of any of the restrictions of this Easement, and if any or all of the restrictions of this Easement are nevertheless extinguished by a judicial or other governmental proceeding, any and all compensation received by Grantee as a result of the extinguishment shall be used by Grantee in a manner consistent with the conservation purposes of this Easement.
- 10.1 **Condemnation.** If the Easement is taken, in whole or in part, by exercise of the power of eminent domain, Grantee shall be entitled to compensation in accordance with applicable law.
- 10.2 **Amendment.** This Easement, including the prohibited uses and reserved rights, may be modified only by mutual written agreement of Grantor and Grantee. No amendment shall be made that will adversely affect the status of this Easement as a qualified conservation easement pursuant to Title 57, Chapter 18 of the Utah Code, nor Grantee's status as a publicly supported, tax-exempt charitable organization qualified under Sections 170(h) and 501(c)(3) of the Internal Revenue Code and applicable laws of the state of Utah. Any such amendment shall be consistent with the stated purposes of this Easement, shall not affect its perpetual duration, and shall not permit any impairment of the significant conservation values of the Property. Any such amendment shall be filed in the office of the Summit County Recorder.
11. **Transfer of Easement.** If Grantee determines that it no longer is able to perform its obligations or enforce its rights under this Easement, or that it no longer desires to enforce said rights, or if Grantee ceases to exist, or is otherwise prevented from enforcing its rights under this Easement, or if Grantee no longer qualifies as a qualified organization under Section 170(h) of the Internal Revenue Code of 1954, as amended (or any successor provision then applicable), Grantee may convey its rights and obligations under this Easement only to an organization that is a qualified organization at the time of transfer under Section 170(h) of the Internal Revenue Code of 1954, as amended (or any successor provision then applicable), and the applicable regulations promulgated thereunder, and authorized to acquire and hold conservation easements under State statute. Grantee shall require that the conservation purposes that this grant is intended to advance continue to be carried out. Grantee is hereby expressly prohibited from subsequently transferring the Easement, under any circumstances and whether or not for consideration, unless:

BK1688 PC0725

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

BK1688 PC0726

16. General Provisions.

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

BK1688 PG0727

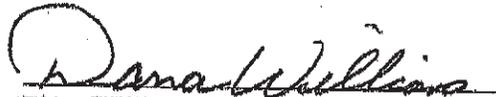
- j. Counterparts. The parties may execute this instrument in two or more counterparts, which shall, in the aggregate, be signed by both parties; each counterpart shall be deemed an original instrument as against any party who has signed it. In the event of any disparity between the counterparts produced,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

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

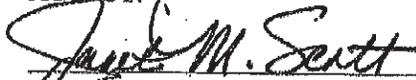
IN WITNESS WHEREOF Grantor and Grantee have set their hands on the day and year first above written.

GRANTOR:

PARK CITY MUNICIPAL CORPORATION

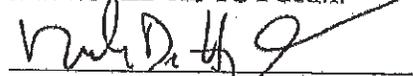
  
Dana Williams, Mayor

ATTEST:

  
Janet M. Scott, City Recorder



APPROVED AS TO FORM:

  
Mark D. Harrington, City Attorney

GRANTEE:

SUMMIT LAND CONSERVANCY

  
Jennifer Guetschow, Executive Director

BK1688 PG0728

Corporate Acknowledgment

STATE OF UTAH )  
 ) ss.  
COUNTY OF SUMMIT )

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

*Lucinda J. Lopigolo*  
Notary Public



BK1688 PC0725

**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.

30 10/1/13

PCA 10/1/13

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

Subject to all matters of record.

BK1688 PG0730

**SPECIAL WARRANTY DEED**  
(Richards Property)

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

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

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

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

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

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

THE TRUST FOR PUBLIC LAND

By: *Ted O. Harrison*

Name: Ted O. Harrison

Title: Vice President

WARRANTY DEED - Page 1

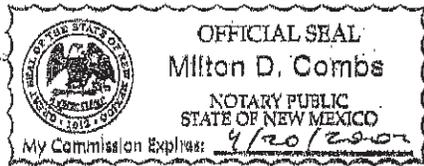
00547538 5x01285 P#01140-01142  
9-1600  
ALAN SPRIGGS, SUMMIT CO RECORDER  
1999 AUG 31 09:20 AM FEE \$14.00 BY DMC  
REQUEST: FIRST AMERICAN TITLE CO UTAH

*aug -> 99-08276*

ACKNOWLEDGMENT

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

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



[Signature]  
Notary Public

My Commission Expires:

4/20/2002  
(SEAL)

00547638 Bk01285 Pg01141



- Notes**
1. No lots shall be subdivided into smaller lots than those shown on this map.
  2. The area of this map, and the area of the subdivision, shall be as shown on this map.
  3. The lot area shall be as shown on this map.
  4. All measurements shall be in feet and inches.

**Development Data - Phase 1**

Lot	Min. Building	Min. Building	Min. Building	Min. Building
Lot 1	4,500 SF	7,000 SF	1,500 SF	12,000 SF
Lot 2	4,500 SF	7,000 SF	1,500 SF	12,000 SF
Lot 3	4,500 SF	7,000 SF	1,500 SF	12,000 SF
Lot 4	4,500 SF	7,000 SF	1,500 SF	12,000 SF
Lot 5	4,500 SF	7,000 SF	1,500 SF	12,000 SF
Lot 6	4,500 SF	7,000 SF	1,500 SF	12,000 SF
Lot 7	4,500 SF	7,000 SF	1,500 SF	12,000 SF
Lot 8	4,500 SF	7,000 SF	1,500 SF	12,000 SF

# EXHIBIT E

## Exhibit H - House Size Comparison in the Neighborhood

<b>Subdivision</b>	<b>Lot sizes</b>	<b>Floor Area/Foot print</b>	<b>Garage</b>	<b>Total Area</b>	<b>Height</b>
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

# THAYNES CREEK RANCH ESTATES ROAD AND UTILITY DESIGN 2013

## SHEET INDEX

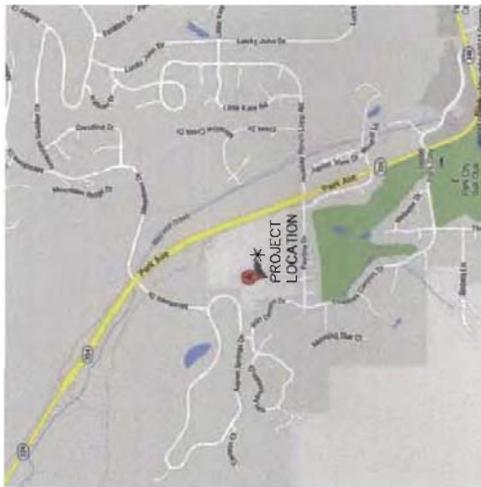
- 1. ROAD PLAN AND PROFILE
- 2. SEWER PLAN AND PROFILE
- 3. WATER PLAN
- 4. DETAILS

PREPARED FOR  
FRANK RICHARDS  
510 PAY DAY DRIVE  
PARK CITY, UTAH 84060

CIVIL ENGINEER



## VICINITY MAP



## GENERAL NOTES

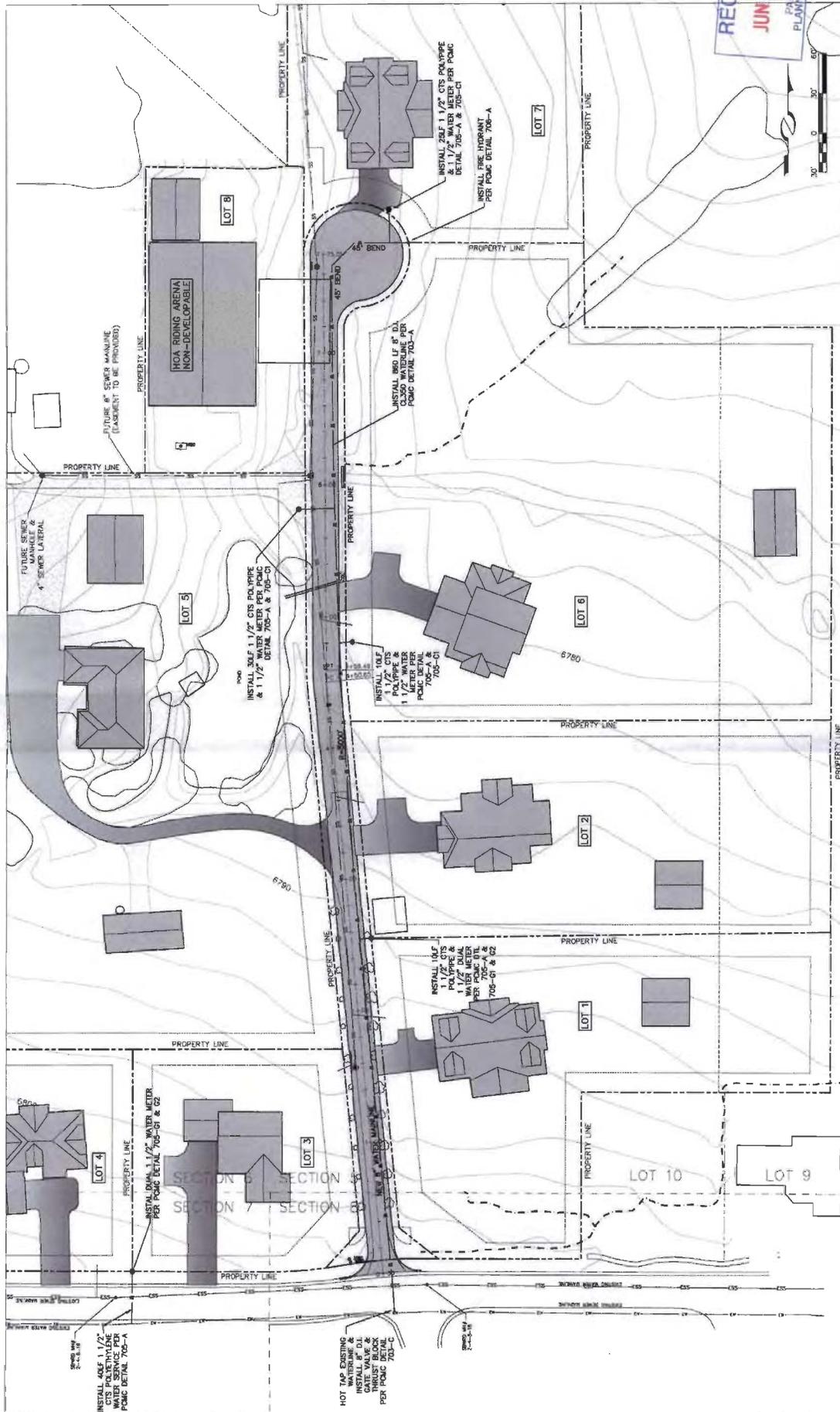
- G-1. ALL WORK REFERENCED SHALL BE DONE IN ACCORDANCE WITH THE FOLLOWING PLANS & SPECIFICATIONS:
  - A. PARK CITY STANDARD CONNECTION, STORMWATER CONNECTIONS, AND STANDARD DRAINAGE, April 2009 or latest edition.
  - B. PARK CITY STANDARD CONNECTION, SEWER CONNECTIONS, AND STANDARD DRAINAGE, April 2009 or latest edition.
  - C. UTAH STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION, latest edition. (for improvements, it has 1997 sign & strip).
  - D. STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION, latest edition. (for improvements, it has 1997 sign & strip).
  - E. Standard Specifications for Highway Construction, latest edition. (for improvements, it has 1997 sign & strip).
  - F. Utah Standard Specifications for Road and Bridge Construction, latest edition. (for improvements, it has 1997 sign & strip).
- G-2. CONTRACTOR/OWNER SHALL BE RESPONSIBLE FOR THE ACQUISITION OF ALL RIGHTS OF WAY, EASEMENTS, AND INTERFERENCES WITH EXISTING UTILITIES AND STRUCTURES. CONTRACTOR/OWNER SHALL BE RESPONSIBLE FOR THE ACQUISITION OF ALL RIGHTS OF WAY, EASEMENTS, AND INTERFERENCES WITH EXISTING UTILITIES AND STRUCTURES. CONTRACTOR/OWNER SHALL BE RESPONSIBLE FOR THE ACQUISITION OF ALL RIGHTS OF WAY, EASEMENTS, AND INTERFERENCES WITH EXISTING UTILITIES AND STRUCTURES.
- G-3. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE ACQUISITION OF ALL RIGHTS OF WAY, EASEMENTS, AND INTERFERENCES WITH EXISTING UTILITIES AND STRUCTURES. CONTRACTOR/OWNER SHALL BE RESPONSIBLE FOR THE ACQUISITION OF ALL RIGHTS OF WAY, EASEMENTS, AND INTERFERENCES WITH EXISTING UTILITIES AND STRUCTURES.
- G-4. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE ACQUISITION OF ALL RIGHTS OF WAY, EASEMENTS, AND INTERFERENCES WITH EXISTING UTILITIES AND STRUCTURES. CONTRACTOR/OWNER SHALL BE RESPONSIBLE FOR THE ACQUISITION OF ALL RIGHTS OF WAY, EASEMENTS, AND INTERFERENCES WITH EXISTING UTILITIES AND STRUCTURES.
- G-5. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE ACQUISITION OF ALL RIGHTS OF WAY, EASEMENTS, AND INTERFERENCES WITH EXISTING UTILITIES AND STRUCTURES. CONTRACTOR/OWNER SHALL BE RESPONSIBLE FOR THE ACQUISITION OF ALL RIGHTS OF WAY, EASEMENTS, AND INTERFERENCES WITH EXISTING UTILITIES AND STRUCTURES.
- G-6. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE ACQUISITION OF ALL RIGHTS OF WAY, EASEMENTS, AND INTERFERENCES WITH EXISTING UTILITIES AND STRUCTURES. CONTRACTOR/OWNER SHALL BE RESPONSIBLE FOR THE ACQUISITION OF ALL RIGHTS OF WAY, EASEMENTS, AND INTERFERENCES WITH EXISTING UTILITIES AND STRUCTURES.
- G-7. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE ACQUISITION OF ALL RIGHTS OF WAY, EASEMENTS, AND INTERFERENCES WITH EXISTING UTILITIES AND STRUCTURES. CONTRACTOR/OWNER SHALL BE RESPONSIBLE FOR THE ACQUISITION OF ALL RIGHTS OF WAY, EASEMENTS, AND INTERFERENCES WITH EXISTING UTILITIES AND STRUCTURES.
- G-8. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE ACQUISITION OF ALL RIGHTS OF WAY, EASEMENTS, AND INTERFERENCES WITH EXISTING UTILITIES AND STRUCTURES. CONTRACTOR/OWNER SHALL BE RESPONSIBLE FOR THE ACQUISITION OF ALL RIGHTS OF WAY, EASEMENTS, AND INTERFERENCES WITH EXISTING UTILITIES AND STRUCTURES.
- G-9. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE ACQUISITION OF ALL RIGHTS OF WAY, EASEMENTS, AND INTERFERENCES WITH EXISTING UTILITIES AND STRUCTURES. CONTRACTOR/OWNER SHALL BE RESPONSIBLE FOR THE ACQUISITION OF ALL RIGHTS OF WAY, EASEMENTS, AND INTERFERENCES WITH EXISTING UTILITIES AND STRUCTURES.
- G-10. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE ACQUISITION OF ALL RIGHTS OF WAY, EASEMENTS, AND INTERFERENCES WITH EXISTING UTILITIES AND STRUCTURES. CONTRACTOR/OWNER SHALL BE RESPONSIBLE FOR THE ACQUISITION OF ALL RIGHTS OF WAY, EASEMENTS, AND INTERFERENCES WITH EXISTING UTILITIES AND STRUCTURES.











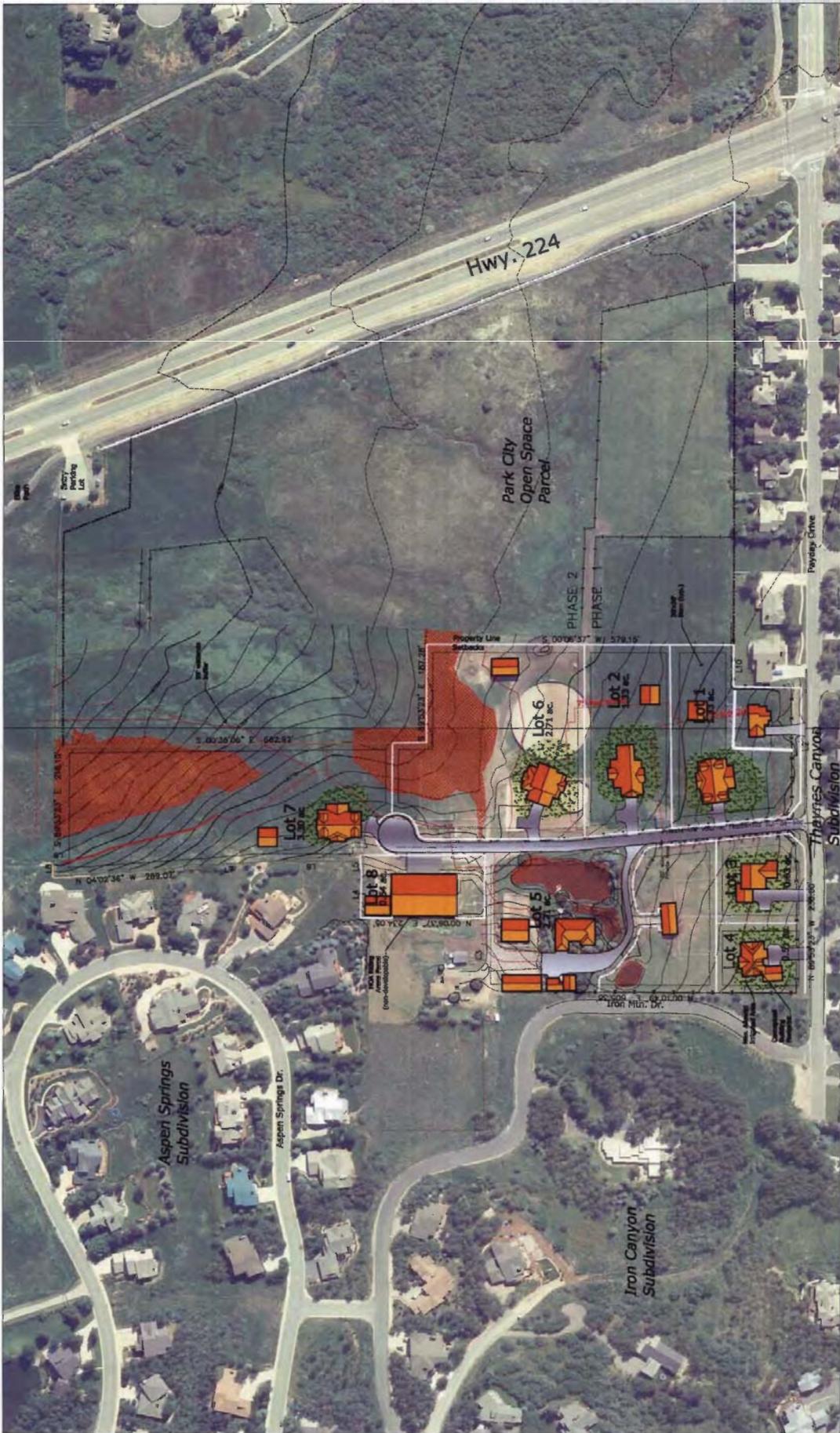
RECEIVED  
 JUN 17 2013  
 PARK CITY  
 PLANNING DEPT.



	RICHARDS SUBDIVISION WATER DESIGN PLAN & PROFILE	SHEET <b>3</b> of 4
	FOR: NAME: RICHARDS ADDRESS: 1000 S. 1000 E. FILE: RICHARDS CANTON SPA (RICHARDS) (A-C) RICHARDS-RESOLDING	STAFF: DESIGNER: MICHAEL BOURGONZ SITE SCHULER



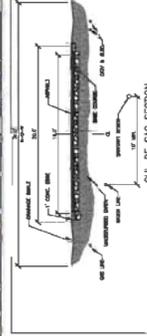




Development Data—Phase 1

Lot	Min. Building	Min. Dwelling	Min. Bldg	Min. Dwelling
Lot 1	4,150 SF	12,000 SF	1,300 SF	12,000 SF
Lot 2	4,150 SF	12,000 SF	1,300 SF	12,000 SF
Lot 3	4,150 SF	12,000 SF	1,300 SF	12,000 SF
Lot 4	3,000 SF	10,000 SF	1,000 SF	10,000 SF
Lot 5	4,000 SF	12,000 SF	1,300 SF	12,000 SF
Lot 6	4,000 SF	12,000 SF	1,300 SF	12,000 SF
Lot 7	4,000 SF	12,000 SF	1,300 SF	12,000 SF
Lot 8	4,000 SF	12,000 SF	1,300 SF	12,000 SF

\*Includes 900 sq ft



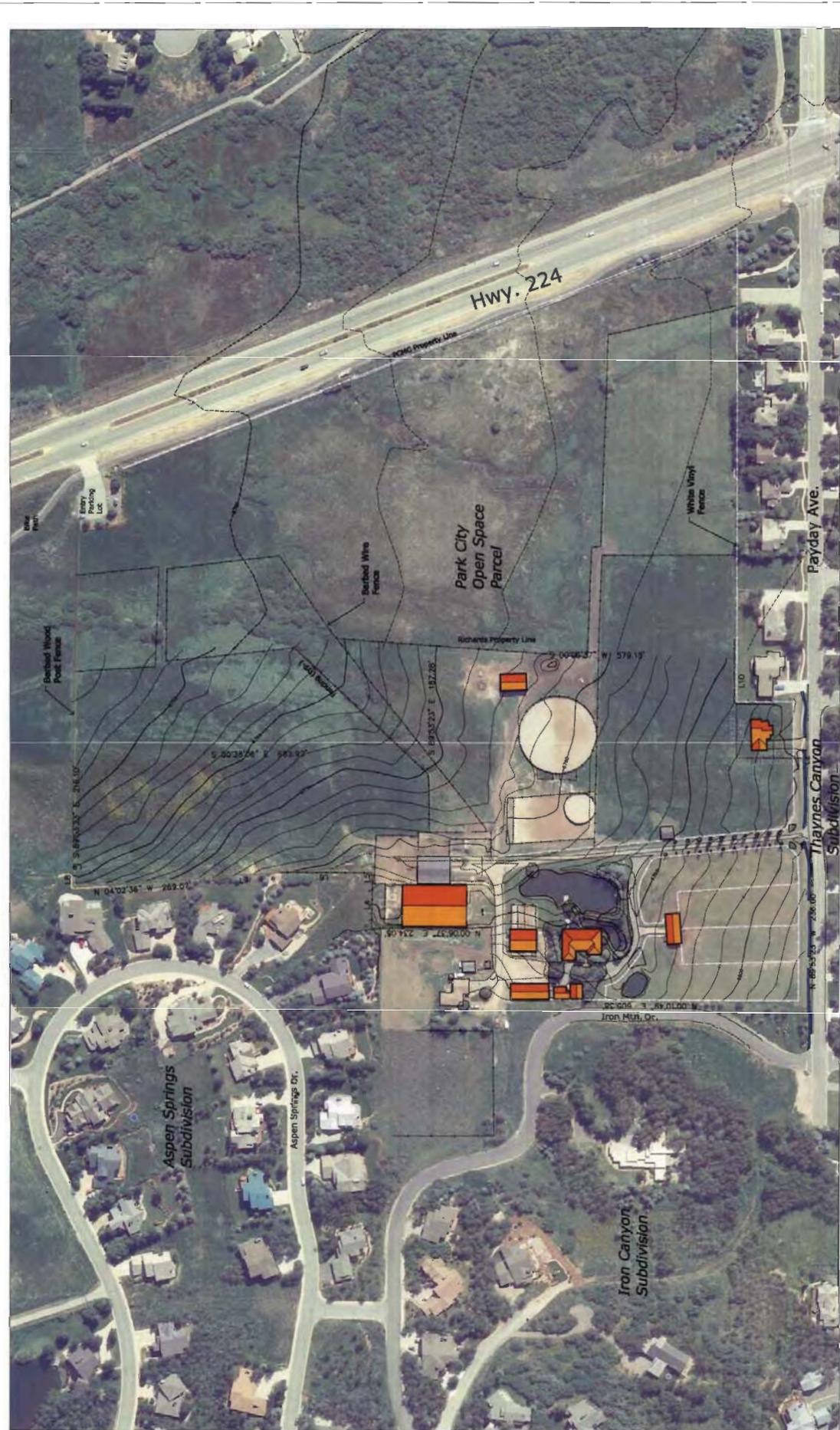
STAFF: STYVE SOMMER

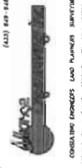
DATE: 1/29/13

FRANK RICHARDS PROPERTY  
CONCEPT SUBDIVISION AND PHASING PLAN  
THAYNES CREEK RANCH ESTATES  
FOR: Frank Richards  
JOB: HQ-NC-Fencing Plan  
FILE: E:\Project\_Corpus\way\colorado\Subdiv\013-10146

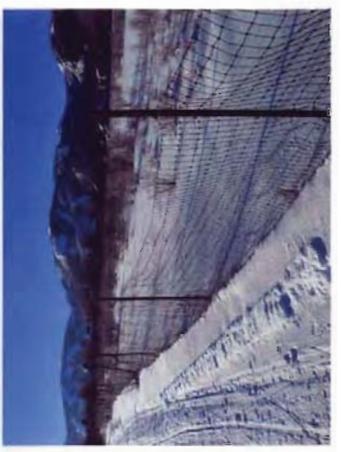
Fencing Plan

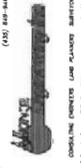
SHEET 1 OF 1




  
 STAFF: STEVE SCHULDER  
 DATE: 3/17/12  
 FOR: EXISTING FENCING  
 510 PAYDAY AVE.  
 RICHARDS PARCEL  
 JOB NO.: E-9-11  
 FILE: S:\Projects\_Caryon\Gwy\Richards\Richards.dwg






**STAFF:**  
 STEVE SCHUELER

**FOR:**  
 RICHARDS PARCEL

**DATE:** 1/9/13

**JOB NO.:** E-9-11  
**FILE:** P:\Thomas Corp\any\richards\home.dwg

**FENCING IMAGES**  
 510 PAYDAY AVE.  
 RICHARDS PARCEL

SHEET  
 1  
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# Planning Commission Staff Report



**Subject:** Second Amended 2519 Lucky John Drive Plat Replat  
**Author:** Mathew Evans, Senior Planner  
Kirsten Whetstone, MS, AICP  
**Date:** September 11, 2013  
**Type of Item:** Administrative – Plat Amendment  
**Project Number:** PL-13-01980

## Summary Recommendations

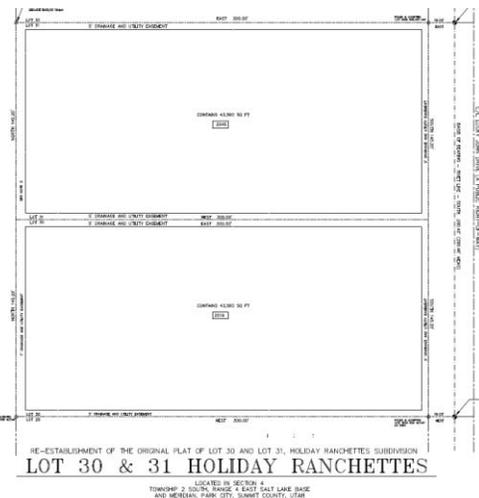
Staff recommends that the Planning Commission hold a public hearing for the Second Amended 2519 Lucky John Drive Replat and consider forwarding a positive recommendation to the City Council based on the findings of fact, conclusions of law, and conditions of approval as found in the draft ordinance.

## Description

**Applicant:** Steven Schueler on behalf of Kristen and David Lanzkowsky  
**Location:** 2519 Lucky John Drive  
**Zoning:** Single Family (SF) Residential District  
**Adjacent Land Uses:** Residential and Open Space  
**Reason for Review:** Plat amendments require Planning Commission review and City Council approval

## Proposal:

The applicants are proposing to re-subdivide an existing 87,120 square foot lot back into the two (2) original separate lots as original platted. The proposal re-subdivides a parcel that was once Lots 30 and 31 of the Holiday Ranchettes Subdivision. The proposal amends the 1999 approved administrative lot line adjustment that combined these two lots into one lot. The proposal is a request to re-establish the two (2) one-acre lots as separately developable lots, each with 43,560 square feet each.



## **Purpose**

The purpose of the Residential SF District is to:

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

## **Background**

In 1974, the Holiday Ranchettes Subdivision, a multiple lot development consisting of mostly one-acre sized lots, was recorded and ultimately constructed in the area now known as Park Meadows. In August, 1999, John D. Cumming and Kristi Terzian, owners of Lots 30 and 31 of the Holiday Ranchettes Subdivision, were approved to combine both of the one (1) acre lots into one new parcel containing 87,120 square feet (see Exhibit "C" attached hereto). The 1999 approval was an administrative lot line adjustment approved by the Planning Director. Lot 30 (2545 Lucky John Drive) and Lot 31 (2519 Lucky John Drive) effectively became one new lot.

On July 8, 2013, the applicants (different owners) applied to re-establish the previous lots by applying for a plat amendment, amending the 2519 Lucky John Drive Replat to re- create the two lots. On July 18, 2013, the application was determined by staff to be complete, and on July 23, 2013, the application went before the Development Review Committee for their review of the proposed subdivision.

## **Analysis**

The allowed density within the SF District is three dwelling units per acre. The Holiday Ranchettes Subdivision, as originally recorded in 1974, is a multiple lot development that consists of mostly one-acre lots. The subject property is currently two-acres in size, and has double frontage onto both Holiday Ranch Loop Road and Lucky John Drive. There is an existing home with access from Lucky John Drive located on proposed Lot 31, and an existing detached accessory structure (garage) located on proposed Lot 30 with access across Lot 31.

Staff has reviewed the proposed plat amendment request and found compliance with the following Land Management Code (LMC) requirements for lot size, allowed footprint, setbacks, width, and other factors:

### **Holiday Ranchettes and SF District Lot Requirements**

- Existing Lot Size: 87,120 square feet (2 acres)
- Required Minimum Lot Size: 14,520 (1/3 acre)\*
- Proposed (per lot) 43,560 square feet (1 acre)
- Existing Lot Width: 290 feet
- Proposed Widths 145 feet
- Required Setbacks – Front/Rear: 20' Front, 20' foot Rear (2 frontages)

- Required Setbacks – Side: 12'

\*No minimum lot size – district allows three dwellings per acre

The existing home meets the setback requirements for the existing and new proposed lot line. The garage building, which will be located on Lot 31, also meets the required front and side yard setbacks. Accessory structures are an allowed use in the SF district so long as they meet the setback requirements. Future owners of Lot 31 can decide to keep or remove the garage building, or modify the access, however if the garage stays and access is not modified, the owners of Lot 30 will have to grant an access easement from their driveway to the new owners of Lot 31, as is currently constructed (see below). This easement shall be memorialized as part of this plat amendment. The plat shall not be recorded unless the driveway encroachment issue is resolved. The owners will also need to relocate utilities that run across the common property line between Lots 30 and 31, prior to the recordation of the plat.

The pattern of development in the neighborhood includes primary access to these double frontage lots from Lucky John Drive and not from Holiday Ranch Loop Road, providing consistent building setback areas along Lucky John Drive and Holiday Ranch Loop. The existing safe route to school pedestrian/bike trail along Holiday Ranch Loop would be compromised if primary access is permitted from Holiday Ranch Loop Road. Staff recommends a condition of approval that primary access be limited to only Lucky John Drive.

### **Good Cause**

Planning Staff believes there is good cause for the application. The proposed subdivision re-establishes the original two-lot configuration. The proposed subdivision causes no nonconformities with respect to setback, lot size, maximum density, or otherwise. The proposed subdivision does not increase the original overall density of the Holiday Ranchettes Subdivision. All original drainage and utility easements shall remain as they were on the original plat.

Staff finds that the plat will not cause undo harm on any adjacent property owner because the proposal meets the requirements of the Land Management Code and all future development will be reviewed for compliance with requisite Building and Land Management Code requirements. The existing home is typical of the existing development in Park Meadows, and the subdivision will allow for another home to be built in the subdivision as originally planned when the Holiday Ranchettes Subdivision was approved. The plat provides for a restriction of primary access to Lucky John Drive and protects the safe routes to school pedestrian and bike path from additional primary access across it.

### **Process**

Approval of this application by the City Council constitutes Final Action that may be appealed following the procedures found in LMC 1-18.

### **Department Review**

This project has gone through an interdepartmental review. Staff wanted to assure that the easements were re-established and that all wet and dry utilities that cross over the proposed lot lines (water, sewer, electricity) be relocated to be on the respective lots

and not cross property lines. Limiting access to Lucky John Drive was also discussed. Both issues are included as conditions of approval.

### **Notice**

The property was posted and notice was mailed to property owners within 300 feet in accordance with the requirements in the LMC. Legal notice was also published in the Park Record in accordance with the requirements of the LMC.

### **Public Input**

September 3, 2013, Staff received a letter from Eric Lee (Exhibit D). Public input may be taken at the regularly scheduled Planning Commission public hearing and at the Council meeting.

### **Alternatives**

- The Planning Commission may forward a positive recommendation to the City Council for the Second Amended 2519 Lucky John Drive Replat as conditioned or amended; or
- The Planning Commission may forward a negative recommendation to the City Council for the Second Amended 2519 Lucky John Drive Replat and direct staff to make Findings for this decision; or
- The Planning Commission may continue the discussion on the Second Amended 2519 Lucky John Drive Replat to a date certain.

### **Significant Impacts**

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

### **Consequences of not taking the Suggested Recommendation**

The proposed plat amendment would not be recorded and the single 2 acre lot would remain.

### **Recommendation**

Staff recommends the Planning Commission hold a public hearing for the Second Amended 2519 Lucky John Drive Replat and forward a positive recommendation to the City Council based on the findings of fact, conclusions of law and conditions of approval as found in the draft ordinance.

### **Exhibits**

Ordinance

Exhibit A – Plat and Record of Survey

Exhibit B – Photos

Exhibit C – Copy of the 1999 2519 Lucky John Drive Replat

Exhibit D – August 27, 2013 letter from Eric P. Lee

Draft Ordinance

Ordinance No. 13-

**AN ORDINANCE APPROVING THE SECOND AMENDED 2519 LUCKY JOHN DRIVE REPLAT LOCATED AT 2519 Lucky John DRIVE, PARK CITY, UTAH.**

WHEREAS, the owner of property located at 2519 Lucky John Drive have petitioned the City Council for approval of the Second Amended 2519 Lucky John Drive Replat; and

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

WHEREAS, proper legal notice was sent to property owners within 300 feet; and

WHEREAS, the Planning Commission held a public hearing on September 11, 2013 to receive input on the 2519 Lucky John Drive Plat Amendment; and

WHEREAS, the Planning Commission forwarded a recommendation to City Council on September 11, 2013; and

WHEREAS; the City Council, held a public hearing on September \_\_\_\_ 2013; and,

WHEREAS, it is in the best interest of Park City, Utah to approve the Second Amended 2519 Lucky John Drive Replat.

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

**SECTION 1. APPROVAL.** The above recitals are hereby incorporated as findings of fact. The Second Amended 2519 Lucky John Drive Replat as shown in Exhibit "A" is approved subject to the following Findings of Facts, Conclusions of Law, and Conditions of Approval:

Findings of Fact:

1. The property is located at 2519 Lucky John Drive within the Single-Family (SF) District.
2. The overall property is made up of one existing two-acre lot; the applicants would like to re-establish the existing lot configuration that was a part of the Holiday Ranchettes Subdivision, Lots 30 and 31.
3. Each lot will be one-acre in size.
4. There is no lot size requirement in the SF District; however the maximum density is three (3) dwellings per acre. The proposed density is one (1) dwelling unit per acre as originally proposed in the Holiday Ranchettes Subdivision.
5. The minimum setback requirements are twenty feet (20) front yard, and twelve (12) foot side yards. The rear yard requirement of fifteen feet (15') is not applicable due to the double frontage nature of both lots.

6. There is an existing home on Lot 30 that was built within the required setback areas and is considered a non-conforming structure.
7. There is also an existing barn/accessory structure built within Lot 31. Accessory structures are an allowed use in the SF District so long as they meet the required setbacks. The existing barn meets the minimum front, side and rear yard setbacks established in the SF District.
8. Both Lots 30 and 31 have double frontage onto Lucky John Drive and Holiday Ranch Loop Road.
9. The pattern of development in the neighborhood includes primary access to these double frontage lots from Lucky John Drive and not from Holiday Ranch Loop Road, providing consistent building setback areas along Lucky John Drive and Holiday Ranch Loop. The existing safe route to school pedestrian/bike trail along Holiday Ranch Loop would be compromised if primary access is permitted from Holiday Ranch Loop Road.
10. Future development on Lots 30 and 31 will be required to meet current setback requirements.

#### Conclusions of Law:

1. The plat amendment is consistent with the Park City Land Management Code and applicable State law regarding subdivisions.
2. Neither the public nor any person will be materially injured by the proposed plat amendment.
3. Approval of the plat amendment, subject to the conditions stated below, does not adversely affect the health, safety and welfare of the citizens of Park City.
4. There is Good Cause to approve the proposed plat amendment as the plat does not cause undo harm on any adjacent property owners because the proposal meets the requirements of the Land Management Code and all future development will be reviewed for compliance with requisite Building and Land Management Code requirements.

#### Conditions of Approval:

1. The City Attorney and City Engineer will review and approve the final form and content of the plat amendment for compliance with State law, the Land Management Code, and the conditions of approval, prior to recordation of the plat.
2. The applicant will record the plat amendment at the County within one 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 complete application requesting an extension is made in writing prior to the expiration date and an extension is granted by the City Council.
3. Modified 13-D sprinklers will be required for new construction as required by the Chief Building Official at the time of review of the building permit.
4. An access agreement issued from Lot 30 to Lot 31 for access to the garage shall be recorded prior to plat recordation and the recording information shall be noted on the plat.
5. All utilities that cross over the common lot line of the proposed lots must be relocated prior to the recordation of the plat, including any electrical and plumbing from the home on Lot 30 that services the garage building.
6. A 10 foot wide public snow storage easement will be provided along the two frontages of both properties.

7. Primary Access for both lots is required to be from Lucky John Drive.

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

PASSED AND ADOPTED this \_\_\_\_\_ day of September, 2013.

PARK CITY MUNICIPAL CORPORATION

\_\_\_\_\_  
Dana Williams, MAYOR

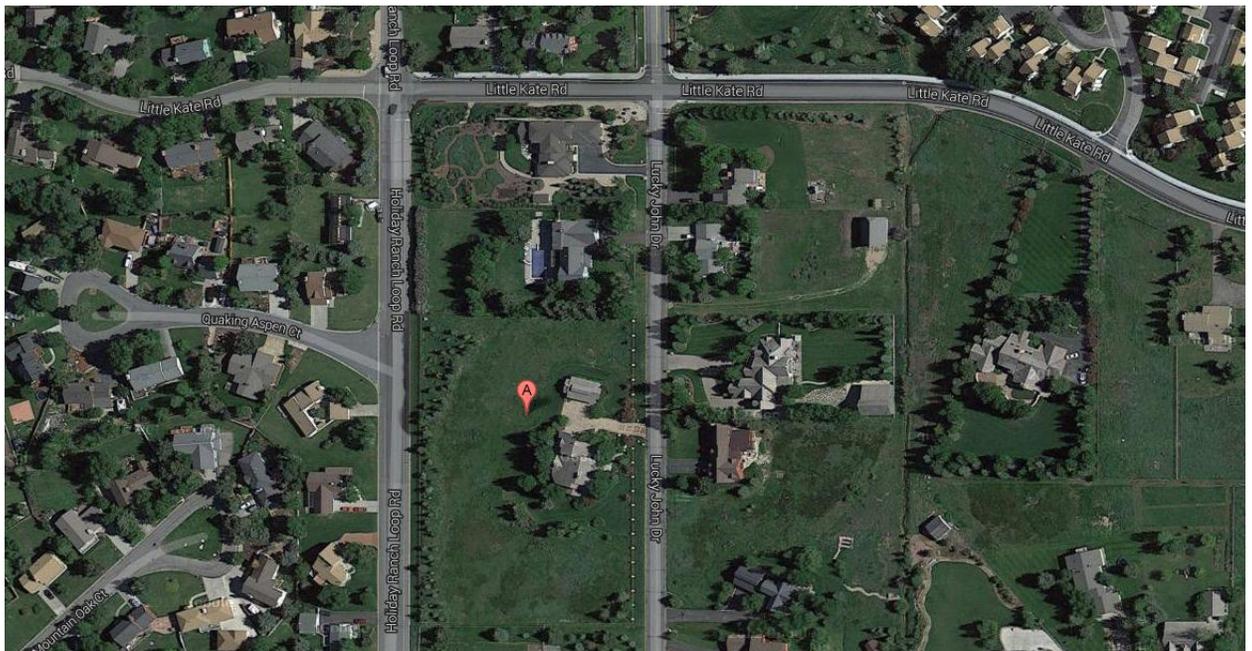
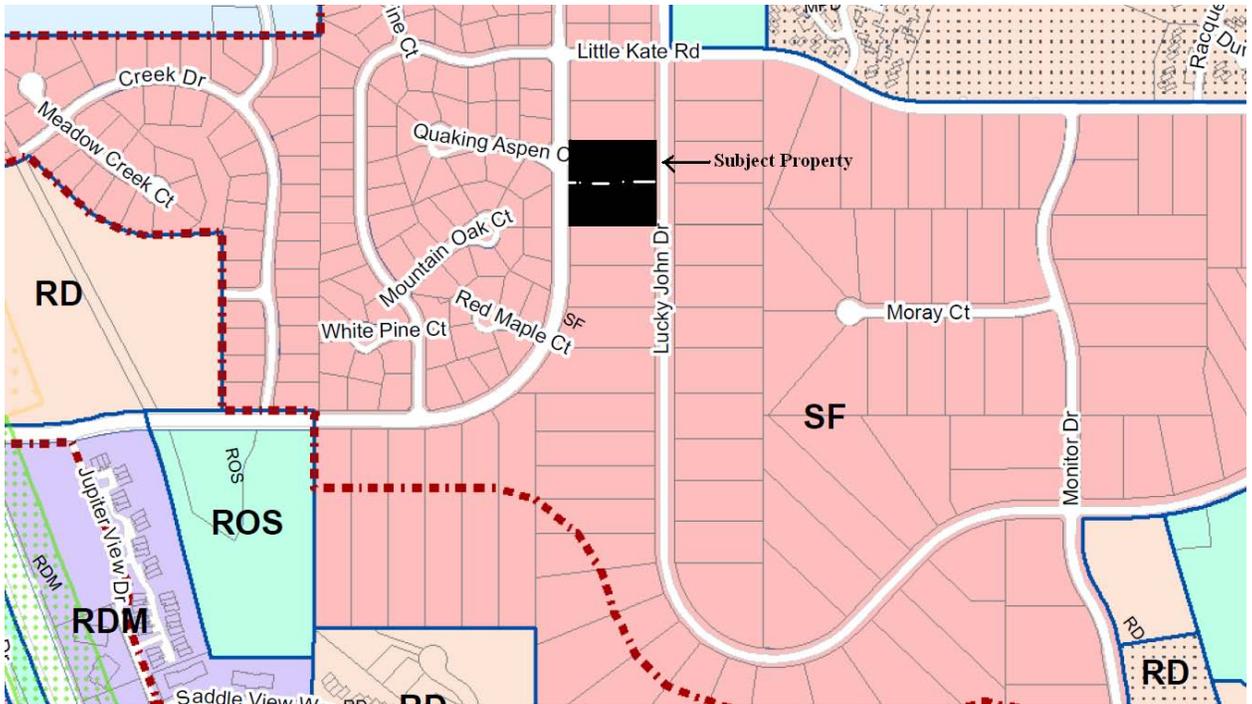
ATTEST:

\_\_\_\_\_  
Jan Scott, City Recorder

APPROVED AS TO FORM:

\_\_\_\_\_  
Mark Harrington, City Attorney

# VICINITY MAPS



SURVEYOR'S CERTIFICATE

I, John Demkowicz, certify that I am a Registered Land Surveyor and that I hold Certificate No. 154491, as prescribed by the laws of the State of Utah, and that by authority of the owner, I have prepared this Record of Survey map of the LOTS 30 & 31, HOLIDAY RANCHETTES SUBDIVISION and that the same has been or will be monumented on the ground as shown on this plat. I further certify that the information on this plat is accurate.



John Demkowicz \_\_\_\_\_ Date \_\_\_\_\_

BOUNDARY DESCRIPTION

2519 Lucky John Drive replat FKA Lots 30 and 31, Holiday Ranchettes Subdivision, according to the official plat thereof on file and of record in the office of the Summit County Recorder's office.

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 LOTS 30 AND 31 HOLIDAY RANCHETTES SUBDIVISION, do hereby certify that they have caused this Lot Line Amendment Plat to be prepared, and they, Costa Rican Ventures, LLC, a Nevada limited liability company, hereby consent to the recording of this Lot Line Amendment Plat.

ALSO, the owners or their representative, hereby irrevocably offer for dedication to the City of Park City of required utilities and easements shown on the plat in accordance with and irrevocable of dedication.

In witness whereof, the undersigned set their hand this \_\_\_\_ day of \_\_\_\_\_, 2013.

Kirsten Lonskowsky, Manager  
Costa Rican Ventures, LLC

ACKNOWLEDGMENT

State of \_\_\_\_\_  
County of \_\_\_\_\_

On this \_\_\_\_ day of \_\_\_\_\_, 2013, David Lonskowsky personally appeared before me, the undersigned Notary Public, in and for said state and county. Having been duly sworn, David Lonskowsky acknowledged to me that Costa Rican Ventures LLC is the owner of the herein described tract of land and that he, as President of Costa Rican Ventures LLC, is authorized to sign the above Owner's Dedication and Consent to Record freely and voluntarily.

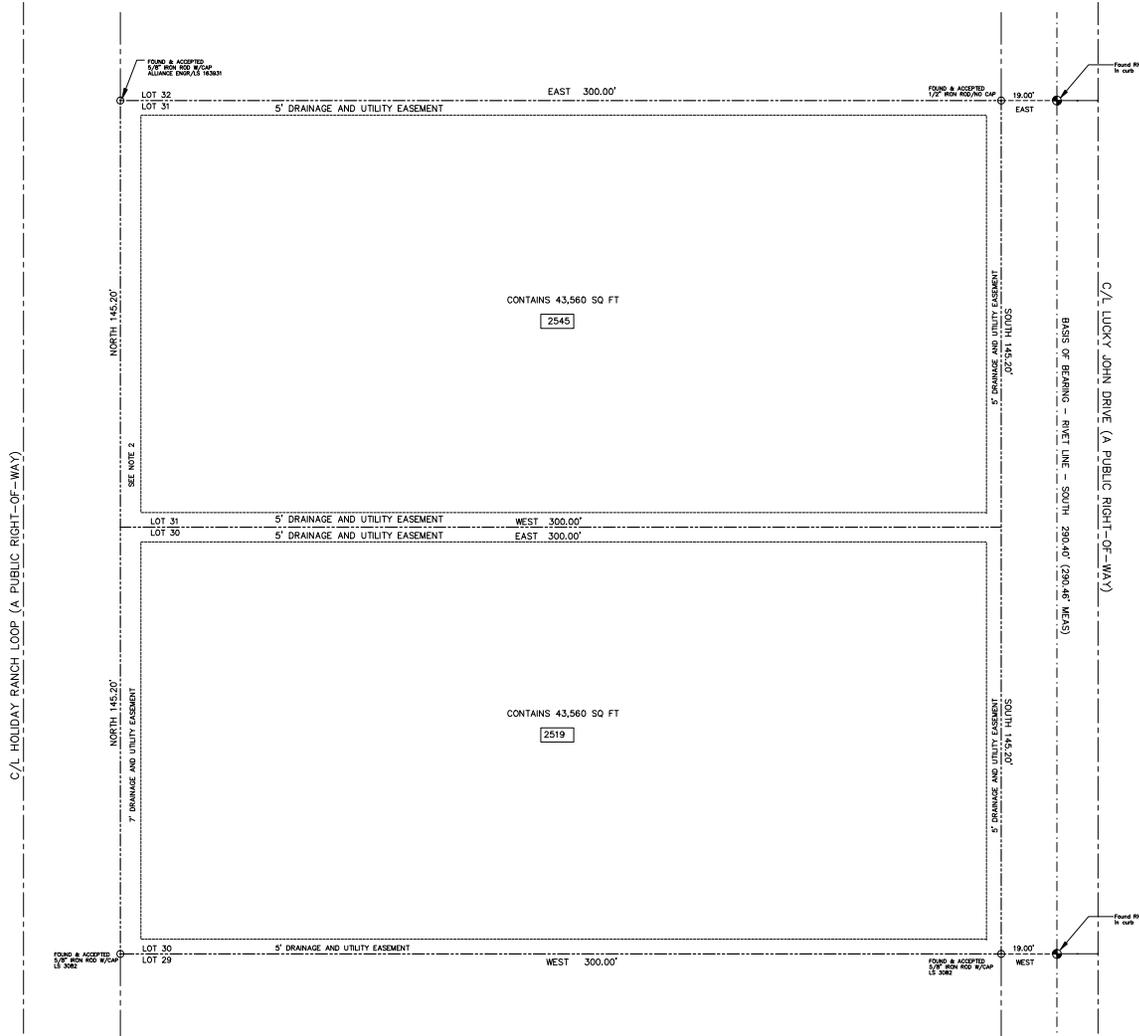
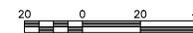
Notary Public \_\_\_\_\_  
My commission expires: \_\_\_\_\_

NOTES

- 2519 Street address on Lucky John Drive
- Driveway access is not permitted onto Holiday Ranch Loop.

LEGEND

- Found survey monument



RE-ESTABLISHMENT OF THE ORIGINAL PLAT OF LOT 30 AND LOT 31, HOLIDAY RANCHETTES SUBDIVISION  
**LOT 30 & 31 HOLIDAY RANCHETTES**

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

<p>(435) 649-8487 CONSULTING ENGINEERS LAND PLANNERS SURVEYORS 323 Main Street P.O. Box 2664 Park City, Utah 84060-2664</p>	<p>SNYDERVILLE BASIN WATER RECLAMATION DISTRICT</p> <p>REVIEWED FOR CONFORMANCE TO SNYDERVILLE BASIN WATER RECLAMATION DISTRICT STANDARDS ON THIS _____ DAY OF _____, 2013 A.D.</p> <p>BY _____ S.B.W.R.D.</p>	<p>PLANNING COMMISSION</p> <p>APPROVED BY THE PARK CITY PLANNING COMMISSION THIS _____ DAY OF _____, 2013 A.D.</p> <p>BY _____ CHAIR</p>	<p>ENGINEER'S CERTIFICATE</p> <p>I FIND THIS PLAT TO BE IN ACCORDANCE WITH INFORMATION ON FILE IN MY OFFICE THIS _____ DAY OF _____, 2013 A.D.</p> <p>BY _____ PARK CITY ENGINEER</p>	<p>APPROVAL AS TO FORM</p> <p>APPROVED AS TO FORM THIS _____ DAY OF _____, 2013 A.D.</p> <p>BY _____ PARK CITY ATTORNEY</p>	<p>CERTIFICATE OF ATTEST</p> <p>I CERTIFY THIS RECORD OF SURVEY MAP WAS APPROVED BY PARK CITY COUNCIL THIS _____ DAY OF _____, 2013 A.D.</p> <p>BY _____ PARK CITY RECORDER</p>	<p>COUNCIL APPROVAL AND ACCEPTANCE</p> <p>APPROVAL AND ACCEPTANCE BY THE PARK CITY COUNCIL THIS _____ DAY OF _____, 2013 A.D.</p> <p>BY _____ MAYOR</p>	<p>JOB NO.: 4-5-13 FILE: X:\PM\dwg\env\plat2013\040513.dwg</p> <p>7/9/13</p> <p>RECORDED</p> <p>STATE OF UTAH, COUNTY OF SUMMIT, AND FILED AT THE REQUEST OF _____</p> <p>DATE _____ TIME _____ BOOK _____ PAGE _____</p> <p>ENTRY NO. _____ FEE _____ RECORDER _____</p>
	<p>7/9/13</p>						

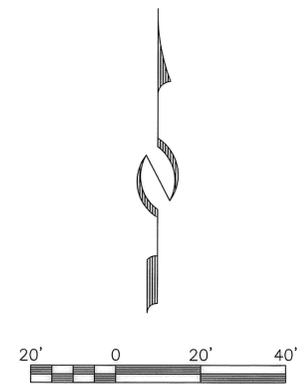
**SURVEYOR'S CERTIFICATE**

I, Martin A. Morrison, do hereby certify that I am a registered land surveyor and that I hold certification no. 4938739 as prescribed under the laws of the State of Utah. I further certify that a topographic survey has been made under my direction of the lands shown and described hereon. I further certify that this topographic survey is a correct representation of the land surveyed at the time the field work was completed and is in compliance with generally accepted industry standards for accuracy.



**NOTES**

1. Site Benchmark: Sanitary Sewer Manhole  
Elevation=6741.36'
2. See record of survey plat for easements and restrictions.
3. The architect is responsible for verifying building setbacks, zoning requirements and building heights.
4. This topographic map is based on a field survey completed on June 3, 2013.
5. Property corners were not set.



<p>(435) 649-9467 CONSULTING ENGINEERS LAND PLANNERS SURVEYORS 323 Main Street P.O. Box 2664 Park City, Utah 84060-2664</p>	<p><b>STAFF:</b> MARSHALL KING BLAKE MYERS HARRISON HOLLEY</p>	<p><b>TOPOGRAPHIC MAP</b> 2519 LUCKY JOHN DRIVE REPLAT HOLIDAY RANCHETTES SUBDIVISION</p>	<p><b>SHEET</b> 1 <b>OF</b> 1</p>
	<p><b>DATE:</b> 6/17/13</p>	<p><b>FOR:</b> JOB NO.: 4-5-13 FILE: X:\ParkMeadows\dwg\srvt\topo2013\040513.dwg</p>	



LOT 30 PANORAMA FROM LUCKY JOHN DRIVE



LOT 31 PANORAMA FROM LUCKY JOHN DRIVE



LOOKING SOUTH FROM HOLIDAY RANCH LOOP ROAD



LOOKING NORTH FROM HOLIDAY RANCH LOOP ROAD

## LOT 30/31 HOLIDAY RANCHETTES

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

 <small>CONSULTING ENGINEERS LAND PLANNERS SURVEYORS</small> <small>323 Main Street P.O. Box 2664 Park City, Utah 84060-2664</small>	<small>(435) 649-9467</small> <b>STAFF:</b> STEVE SCHUELER	PANORAMA IMAGES LOTS 30 & 31 HOLIDAY RANCHETTES	<b>SHEET</b> 1 <b>OF</b> 1
	<b>DATE:</b> 6/25/13	FOR: DAVID LANKOWSKY NO: 4-5-13 FILE: X:\Park Meadows\dwg\sr\plat 2013\040513.dwg	



# LOT 30/31 HOLIDAY RANCHETTES

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



 <small>CONSULTING ENGINEERS LAND PLANNERS SURVEYORS          323 Main Street P.O. Box 2664 Park City, Utah 84060-2664</small>	<small>(435) 649-9467</small> <b>STAFF:</b> STEVE SCHUELER	ORTHO-PHOTO LOTS 30 & 31 HOLIDAY RANCHETTES	<b>SHEET</b> 1 <b>OF</b> 1
	<b>DATE:</b> 6/25/13	FOR: DAVID LANKOWSKY JOB NO: 4-5-13 FILE: X:\Park Meadows\dwg\sr\plat 2013\dwg\040513.dwg	

**SURVEYOR'S CERTIFICATE**  
 I, John Demkowicz, certify that I am a Registered Land Surveyor and that I hold Certificate No. 163931, as prescribed by the laws of the State of Utah, and that this Lot Line Amendment Plat was prepared under my direction in accordance with the requirements of the Park City Municipal Corporation. I further certify that this plat accurately represents the surveyed property.

*John Demkowicz*  
 Date 8-20-99



**BOUNDARY DESCRIPTION**

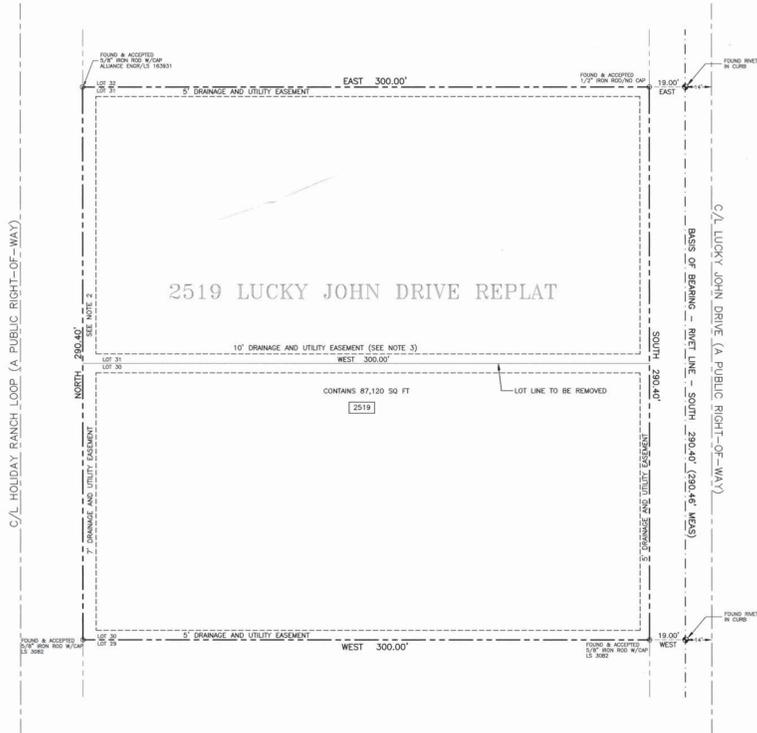
LOTS 30 & 31, HOLIDAY RANCHETTES SUBDIVISION, according to the official plat thereof, recorded May 31, 1974, as Entry No. 123347 of the official records in the office of the Summit County Recorder.

**NOTES**

1. [2519] Street address on Lucky John Drive
2. Driveway access is not permitted onto Holiday Ranch Loop.
3. Existing drainage and utility easement as shown on the Holiday Ranchettes Subdivision Plat.

**LEGEND**

- Found survey monument



**OWNER'S DEDICATION AND CONSENT TO RECORD**  
 KNOW ALL MEN BY THESE PRESENTS that the undersigned owners of the herein described tract of land, to be known hereafter as the 2519 LUCKY JOHN DRIVE REPLAT, do hereby certify that we have caused this Lot Line Amendment Plat to be prepared, and we, John D. Cumming and Kristi Terzon Cumming, husband and wife as joint tenants, hereby consent to the recordation of this Lot Line Amendment Plat.  
 ALSO, the owners or their representative, hereby irrevocably offer for dedication to the City of Park City all the streets, land for local government uses, easements, parks, and required utilities and easements shown on the plat and construction drawings in accordance with and irrevocable of dedication.  
 In witness whereof, the undersigned set their hands this 24<sup>th</sup> day of August, 1999.

*John D. Cumming*  
 John D. Cumming  
 Owner  
*Kristi Terzon Cumming*  
 Kristi Terzon Cumming  
 Owner

**ACKNOWLEDGMENT**

State of Utah  
 County of Summit

On this 24<sup>th</sup> day of August, 1999, John D. Cumming personally appeared before me, the undersigned Notary Public, in and for said state and county. Having been duly sworn, John D. Cumming, acknowledged to me that he is an owner of the herein described tract of land and that he signed the above Owner's Dedication and Consent to Record freely and voluntarily.

*Monique Blaine*  
 Notary Public  
 My commission expires: Aug. 26, 2000



**ACKNOWLEDGMENT**

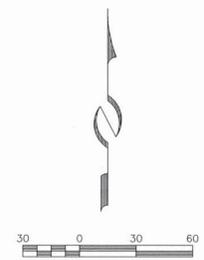
State of Utah  
 County of Summit

On this 24<sup>th</sup> day of August, 1999, Kristi Terzon Cumming personally appeared before me, the undersigned Notary Public, in and for said state and county. Having been duly sworn, Kristi Terzon Cumming, acknowledged to me that she is an owner of the herein described tract of land and that she signed the above Owner's Dedication and Consent to Record freely and voluntarily.

*Monique Blaine*  
 Notary Public  
 My commission expires: Aug. 26, 2000



LOT LINE AMENDMENT PLAT  
**2519 LUCKY JOHN DRIVE REPLAT**  
 LOCATED IN SECTION 4  
 TOWNSHIP 2 SOUTH, RANGE 4 EAST SALT LAKE BASE  
 AND MERIDIAN, PARK CITY, SUMMIT COUNTY, UTAH



**Blaine Engineering Inc.**  
 CONSULTING ENGINEERS LAND PLANNERS SURVEYORS  
 222 Main Street P.O. Box 2864 Park City, Utah 84302-2864  
 (435) 649-9467

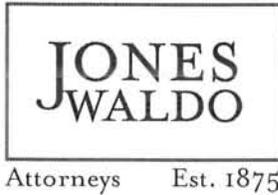
**SNYDERVILLE BASIN SEWER IMPROVEMENT DISTRICT**  
 REVIEWED FOR CONFORMANCE TO SNYDERVILLE BASIN SEWER IMPROVEMENT DISTRICT STANDARDS ON THIS 30<sup>th</sup> DAY OF August, 1999 A.D.  
 BY *John W. Dutz*  
 S.B.S.I.D.

**ENGINEER'S CERTIFICATE**  
 I FIND THIS PLAT TO BE IN ACCORDANCE WITH INFORMATION ON FILE IN MY OFFICE THIS 30<sup>th</sup> DAY OF August, 1999 A.D.  
 BY *Chris D. DeHaan PE*  
 PARK CITY ENGINEER

**APPROVAL AS TO FORM**  
 APPROVED AS TO FORM THIS 2<sup>nd</sup> DAY OF September, 1999 A.D.  
 BY *Mark D. Hays*  
 PARK CITY ATTORNEY

**COMMUNITY DEVELOPMENT DIRECTOR**  
 APPROVED BY ADMINISTRATIVE AUTHORITY OF THE PARK CITY COUNCIL THIS 30<sup>th</sup> DAY OF August, 1999 A.D.  
 BY *Richard P. ...*  
 COMMUNITY DEVELOPMENT DIRECTOR

JOB NO.: 2-4-99 FILE: Y:\Hr\dwg\platt\020499p.dwg  
**RECORDED**  
 STATE OF UTAH, COUNTY OF SUMMIT, AND FILED AT THE REQUEST OF Blaine Engineering Inc.  
 DATE 08-24-99 TIME 12:01 PM BOOK --- PAGE ---  
 FEE 31.00  
 BY *Delaine M. ...*  
 RECORDER



TEL: 435-200-0085  
FAX: 435-200-0084

1441 WEST UTE BLVD, SUITE 330  
PARK CITY, UTAH 84098

WWW.JONESWALDO.COM

AFFILIATED FIRM  
LEAR & LEAR LLP

August 27, 2013

*VIA U.S. MAIL AND E-MAIL*

Mr. Thomas Eddington, Director  
Park City Planning Department  
*thomas.eddington@parkcity.org*  
P.O. Box 1480  
Park City, Utah 84060

Re: 2519 Lucky John Drive – Plat Amendment Application

Dear Mr. Eddington:

I represent the Holiday Ranch Homeowners Association. The property at 2519 Lucky John Drive (the "Property") is a parcel comprised of two lots in the Holiday Ranch subdivision, Lots 30 and 31. These lots were combined by a lot line adjustment and plat amendment in August 1999.

We have not yet seen all of the documents pertaining to the Application, but our understanding is that the owner of the Property, a Nevada limited liability company known as Costa Rican Ventures, LLC (the "Owner"), is requesting permission to resubdivide the Property. The Association opposes the Application on these grounds:

1. **The Holiday Ranch Declaration prohibits resubdivision of lots.** Section 5.5 of the "Declaration of Protective Covenants for Holiday Ranchettes" (the "Declaration") bars resubdivision of Holiday Ranch lots. Declaration Section 4.3 authorizes the Association's Architectural Committee to grant a variance from the resubdivision ban but the Owner has not requested such a variance. In fact, the Owner has made no effort to communicate with the Association regarding the proposed resubdivision. We recognize that the City does not enforce subdivision covenants but we ask that the City take this resubdivision ban into consideration as it considers the Application.

2. **The Owner has not communicated with the Association regarding alterations to existing improvements and landscaping that will be made necessary by any resubdivision.**  
Section 4.2 of the Declaration precludes altering any improvements or landscaping without prior written approval from the Architectural Committee. Implementing the proposed resubdivision will necessarily require altering existing improvements and landscaping, including trees and shrubs, a fence, driveway and, presumably, the separate garage building. If the Application is approved and the property is resubdivided, the Owner will be in a position to argue that it has no option but to alter these existing improvements. In other words, approving the Application will effectively create a hardship argument that the Owner currently does not have. At a minimum, the Association requests that the City defer consideration of the Application until after the Owner receives approval from the Architectural Committee to make the alterations that the Owner believes will be required after resubdivision.
  
3. **The owner should not be able to take advantage of raised grade created when the lots were combined.** After the lots were combined in 1999, existing grade on Lot 31 was raised substantially to facilitate construction of a barn/garage on the lot and a common driveway with Lot 30. See attached "Existing Conditions" and "New Conditions" Site Plans. Any resubdivision of the lots should be conditioned on restoring the artificially elevated grade to its original level to ensure that the residential structure that will presumably be built on Lot 31 does not enjoy a *de facto* increase in the height limit imposed by both the Declaration and the Park City Land Management Code.

If we can provide any other information in support of your review of the Application, please let us know. We appreciate your attention to this matter.

Yours truly,

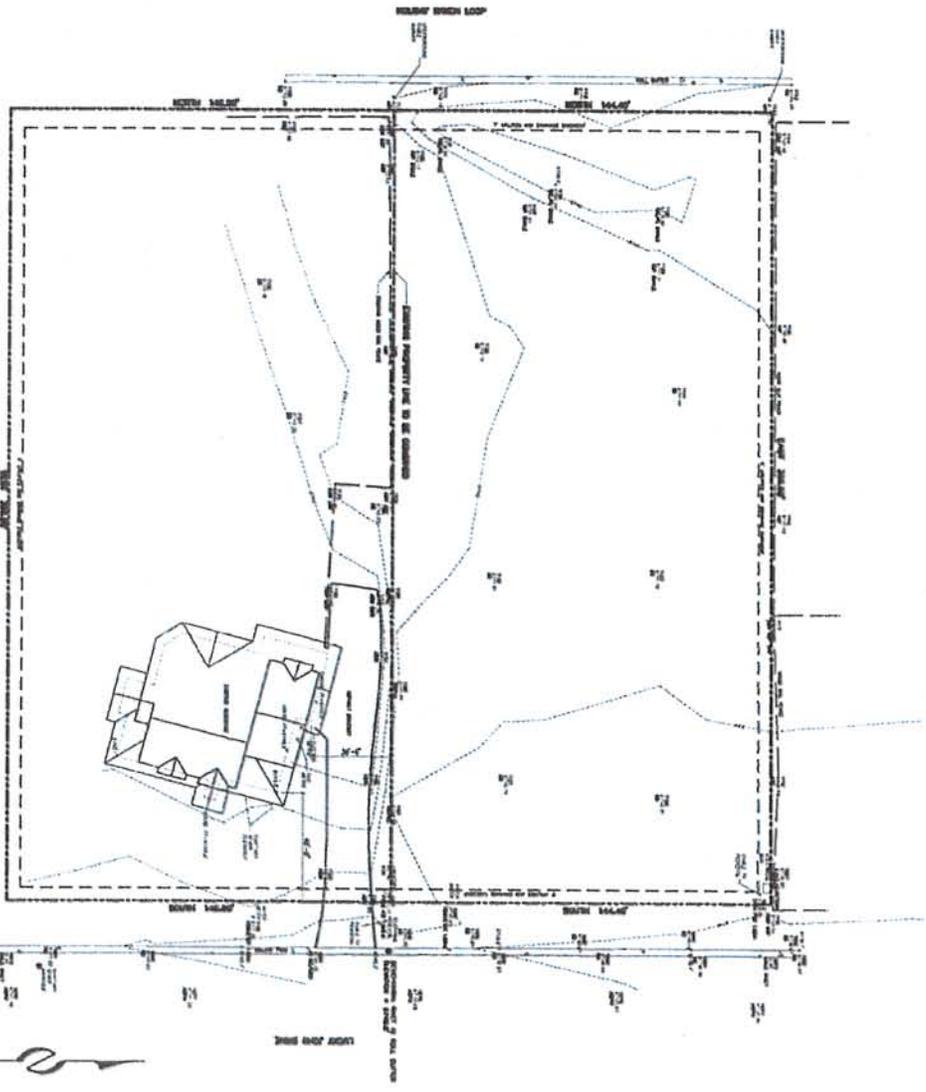
Jones, Waldo, Holbrook & McDonough, PC



Eric P. Lee

EPL/nar  
Enclosures  
cc: Holiday Ranch Homeowners Association

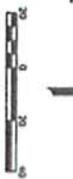
- NOTES**
1. EXISTING BUILDING FOOTPRINT IN SOLID OUTLINE
  2. THE DITCHES, SANDY TERRACE, AND WAS EXISTING
  3. THE EXISTING SANDY TERRACE AND WAS EXISTING
  4. THE EXISTING SANDY TERRACE AND WAS EXISTING
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  9. THE EXISTING SANDY TERRACE AND WAS EXISTING
  10. THE EXISTING SANDY TERRACE AND WAS EXISTING



SITE PLAN INFORMATION PROVIDED BY:

	DATE: 4/21/98	PROJECT: 1	EXISTING CONDITIONS: LOTS 30 & 31 HOLIDAY BANCHETTES
PROJECT: 1	DATE: 4/21/98	PROJECT: 1	EXISTING CONDITIONS: LOTS 30 & 31 HOLIDAY BANCHETTES

BY: SIEPLAN  
SCALE: 1" = 20'



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PLANNING DEPT.



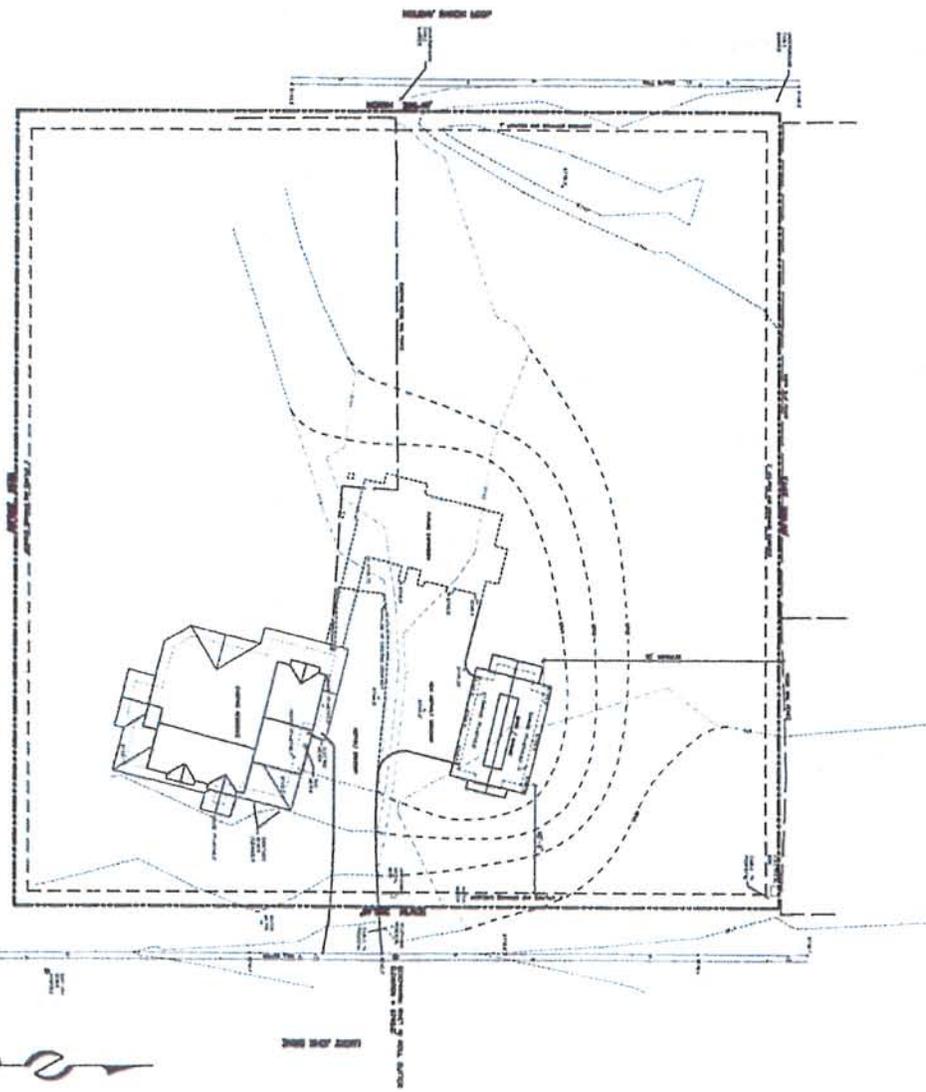
SITE PLAN  
EXISTING CONDITIONS  
SCALE: 1" = 20'

**MJSA**

**CUMMING RESIDENCE NEW GARAGE**  
LOTS #30 & 31 LUCKY JOHN DRIVE, PARK CITY, UTAH

DATE: 4/21/98  
PROJECT: 1  
SCALE: 1" = 20'

- NOTES:**
1. PROJECT ARCHITECTURE, MEET & GREET, DURING THE PERIOD OF 10-15-12 TO 10-25-12.
  2. THE ARCHITECTURE, MEET & GREET, AND THE APPROVALS BY THE PLANNING COMMISSION, ARE THE PROPERTY OF THE ARCHITECT AND THE ARCHITECT'S FIRM. THE ARCHITECT AND THE ARCHITECT'S FIRM WILL NOT BE RESPONSIBLE FOR ANY CHANGES TO THE ARCHITECTURE, MEET & GREET, OR THE APPROVALS BY THE PLANNING COMMISSION, THAT ARE MADE AFTER THE MEETING DATE OF 10/25/12.
  3. THE ARCHITECTURE, MEET & GREET, AND THE APPROVALS BY THE PLANNING COMMISSION, ARE THE PROPERTY OF THE ARCHITECT AND THE ARCHITECT'S FIRM. THE ARCHITECT AND THE ARCHITECT'S FIRM WILL NOT BE RESPONSIBLE FOR ANY CHANGES TO THE ARCHITECTURE, MEET & GREET, OR THE APPROVALS BY THE PLANNING COMMISSION, THAT ARE MADE AFTER THE MEETING DATE OF 10/25/12.
  4. THE ARCHITECTURE, MEET & GREET, AND THE APPROVALS BY THE PLANNING COMMISSION, ARE THE PROPERTY OF THE ARCHITECT AND THE ARCHITECT'S FIRM. THE ARCHITECT AND THE ARCHITECT'S FIRM WILL NOT BE RESPONSIBLE FOR ANY CHANGES TO THE ARCHITECTURE, MEET & GREET, OR THE APPROVALS BY THE PLANNING COMMISSION, THAT ARE MADE AFTER THE MEETING DATE OF 10/25/12.



11 SITE PLAN  
SCALE 1/8" = 1'-0"



**RECEIVED**  
JUL 19 2013  
PARK CITY  
PLANNING COMMISSION

SITE PLAN INFORMATION PROVIDED BY:

	DATE: 4/21/13	PAGE: 1 OF 1	NEW CONDITIONS: LOTS 30 & 31 HOLIDAY RANCH/ESTATES
PROJECT: 11-12-13-14-15-16-17-18-19-20-21-22-23-24-25-26-27-28-29-30-31-32-33-34-35-36-37-38-39-40-41-42-43-44-45-46-47-48-49-50-51-52-53-54-55-56-57-58-59-60-61-62-63-64-65-66-67-68-69-70-71-72-73-74-75-76-77-78-79-80-81-82-83-84-85-86-87-88-89-90-91-92-93-94-95-96-97-98-99-100	DATE: 4/21/13	PAGE: 1 OF 1	NEW CONDITIONS: LOTS 30 & 31 HOLIDAY RANCH/ESTATES

**LEGEND**

--- EXISTING CENTER LINE OF HIGHWAY  
--- EXISTING SIDEWALK  
--- EXISTING DRIVEWAY



**MJSA**

**CUMMING RESIDENCE NEW GARAGE**  
LOTS #30 & 31 LUCKY JOHN DRIVE, PARK CITY, UTAH

CIA ENGINEER  
MESA ENGINEERING & ARCHITECTURE  
ELECTRICAL ENGINEER  
MECHANICAL ENGINEER  
CIVIL ENGINEER  
CIVIL ENGINEER  
CIVIL ENGINEER  
CIVIL ENGINEER



**Department of Community Development  
Engineering • Building Inspection • Planning**

**ACTION LETTER AND NOTICE OF APPROVAL**

August 17, 1999

John D. Cumming  
2519 Lucky John Drive  
Park City, UT 84060

Dear Mr Cumming:

On August 17, 1999, the Park City Community Development Director reviewed and approved your lot line adjustment application. This letter acts as an official notice of approval and outlines the findings of fact, conclusions of law and conditions of approval that apply to your application.

**Findings of Fact:**

1. The property is in the Single Family Zone.
2. The lot line adjustment will not create an adverse impact on adjacent property owners.
3. Letters of consent have been received from adjacent property owners.
5. Utility easements are essential for providing utilities/service to Park City residents.
6. The proposed barn/garage is compatible in scale and setback with the neighborhood.

**Conclusions of Law:**

1. The project complies with Section 15.1.5. ( c ) (1) (I-vii) in that: No new development lot or units result from the lot line adjustment;
2. All owners of property contiguous to the adjusted lots, or lots owned by the applicant which are contiguous to the lots, consent to the lot line adjustment;
3. The lot line adjustment does not result in remnant land;
4. The lot line adjustment, and resulting lots comply with the LMC Section 15.4 and are compatible with existing sizes in the immediate neighborhood;

Park City Municipal Corporation • 445 Marsac Avenue • P.O. Box 1480 • Park City, UT 84060-1480  
Community Development (435) 615-5055 • Engineering (435) 615-5055 • Building (435) 615-5100  
Planning (435) 615-5060 • FAX (435) 615-4906

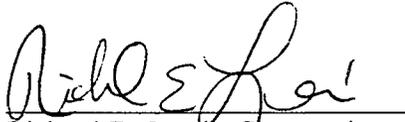
5. The lot line does not result in violation of applicable zoning requirements;
6. Neither of the original lots was previously adjusted;
7. Written notice was mailed to all owners of property within 300 feet and neither any person nor the public will be materially harmed by the adjustment;
8. Utility easements exist and will remain as originally platted.

**Conditions of Approval:**

1. City Attorney and City Engineer review and approval of the lot line adjustment for compliance with the Land Management Code and conditions of approval is a condition precedent to recordation.
2. This approval shall expire one year from the date of Community Development Director approval, unless this lot line adjustment is recorded prior to that date.
3. The utility easements that were originally platted remain in their originally platted location.

**APPROVED**

This lot line adjustment for lots 30 and 31 Holiday Ranchettes Subdivision was approved by the Community Development Director on August 17, 1999.



Richard E. Lewis, Community  
Development Director



Thomas Barlow, Assistant Planner



## ADMINISTRATIVE STAFF REPORT

**Date:** August 17, 1999  
**Department:** Planning Department  
**Title:** 2519 Lucky John Drive - Lot Line Adjustment  
**Type of Item:** Administrative

---

**Summary Recommendations:** Staff recommends that the Community Development Director approve the proposed lot line adjustment on lot 30 and lot 31 of Holiday Ranchettes Subdivision.

---

### A. Topic:

#### Project Statistics:

**Project Name:** 2519 Lucky John Drive - Lot Line Adjustment  
**Owners:** John D. Cumming  
**Location:** 2519 Lucky John Drive  
**Zoning:** Single Family (SF)  
**Project Planner:** Thomas E. Barlow  
**Adjacent Land Uses:** Residential

### B. Background:

The applicants have submitted a request to remove a lot line that separates lot 30 and 31. The Cummings own both lot 30 and 31, their home is on lot 30 and they are proposing to build a barn/garage on lot 31 with a common driveway. Initially the applicants were applying to remove the drainage/utility easement also however at this time Staff is recommending to remove the lot line only. The removal of the drainage/utility easement will require a consent letter from all franchised utilities in Park City, which represents a burden on the City and the utilities.

### C. Analysis:

The lot line adjustment will amend the original plat for lot 30 and 31 of Holiday Ranchettes. The lots are rectangular and are relatively flat. The lot line adjustment will allow the potential of constructing a larger addition to their home that currently does not exist, but due to a Utility Easement running east and west along their property line, any future addition would be restricted in size due to the location of the Utility Easement. Holiday Ranchettes

Subdivision does not have any restrictions on floor area. Maximum house size must be approved by the Community Development Director based upon neighborhood compatibility. Staff has found the proposed development, the barn/garage, is compatible with the neighborhood.

After reviewing the request the Community Development Department has found the parcel meets the Land Management Code, and supports the adjustment. All the adjacent property owners have signed the consent letters as part of the Administrative Lot Line Adjustment requirements.

**D. Department Review:**

The Community Development Department and the City Attorney's Office have reviewed this application for compliance with the Land Management Code and Utah State law.

**Alternatives:**

- A. Approve the lot line adjustment as conditioned.
- B. Deny the proposed lot line adjustment.
- C. Continue the item for further discussion and/or request additional information from Staff.

**Significant Impacts:**

The proposed lot line adjustment has no significant impacts associated with the property.

**Recommendation:**

Staff recommends that the Community Development Director conduct an administrative public hearing and consider Staff's recommendation to approve the lot line adjustment on lot 30 and lot 31 of Holiday Ranchettes Subdivision based on the following:

**Findings of Fact:**

1. The property is in the Single Family Zone.
2. The lot line adjustment will not create an adverse impact on adjacent property owners.
3. Letters of consent have been received from adjacent property owners.
5. Utility easements are essential for providing utilities/service to Park City residents.
6. The proposed barn/garage is compatible in scale and setback with the neighborhood.

**Conclusions of Law:**

1. The project complies with Section 15.1.5. ( c ) (1) (I-vii) in that: No new development lot or units result from the lot line adjustment;
2. All owners of property contiguous to the adjusted lots, or lots owned by the applicant which are contiguous to the lots, consent to the lot line adjustment;
3. The lot line adjustment does not result in remnant land;
4. The lot line adjustment, and resulting lots comply with the LMC Section 15.4 and are compatible with existing sizes in the immediate neighborhood;
5. The lot line does not result in violation of applicable zoning requirements;
6. Neither of the original lots was previously adjusted;
7. Written notice was mailed to all owners of property within 300 feet and neither any person nor the public will be materially harmed by the adjustment;
8. Utility easements exist and will remain as originally platted.

**Conditions of Approval:**

1. City Attorney and City Engineer review and approval of the lot line adjustment for compliance with the Land Management Code and conditions of approval is a condition precedent to recordation.
2. This approval shall expire one year from the date of Community Development Director approval, unless this lot line adjustment is recorded prior to that date.
3. The utility easements that were originally platted remain in their originally platted location.

**Exhibits:**

- Exhibit A - Proposed Lot Line Adjustment
- Exhibit B - Existing and Proposed site plans.

M:\CDD\TEB\2519 Lucky J.wpd





DATE ENGINEER  
ELECTRICAL ENGINEER - CONSULTANT  
ELECTRICAL ENGINEER - CONSULTANT

CUMMING RESIDENCE NEW GARAGE  
LOTS #30 & 31 LUCKY JOHN DRIVE, PARK CITY, UTAH

ARCHITECTURE, INTERIOR DESIGN  
PLANNING, LANDSCAPE ARCHITECTURE

MJSA



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PARK CITY  
PLANNING DEPT.

LEGEND	..... EXISTING CONCRETE CURB IN PLACE
	--- CONCRETE CURB
	--- CONCRETE CURB
	--- CONCRETE CURB
SITE PLAN	NEW CONDITIONS
	SCALE 1" = 20'

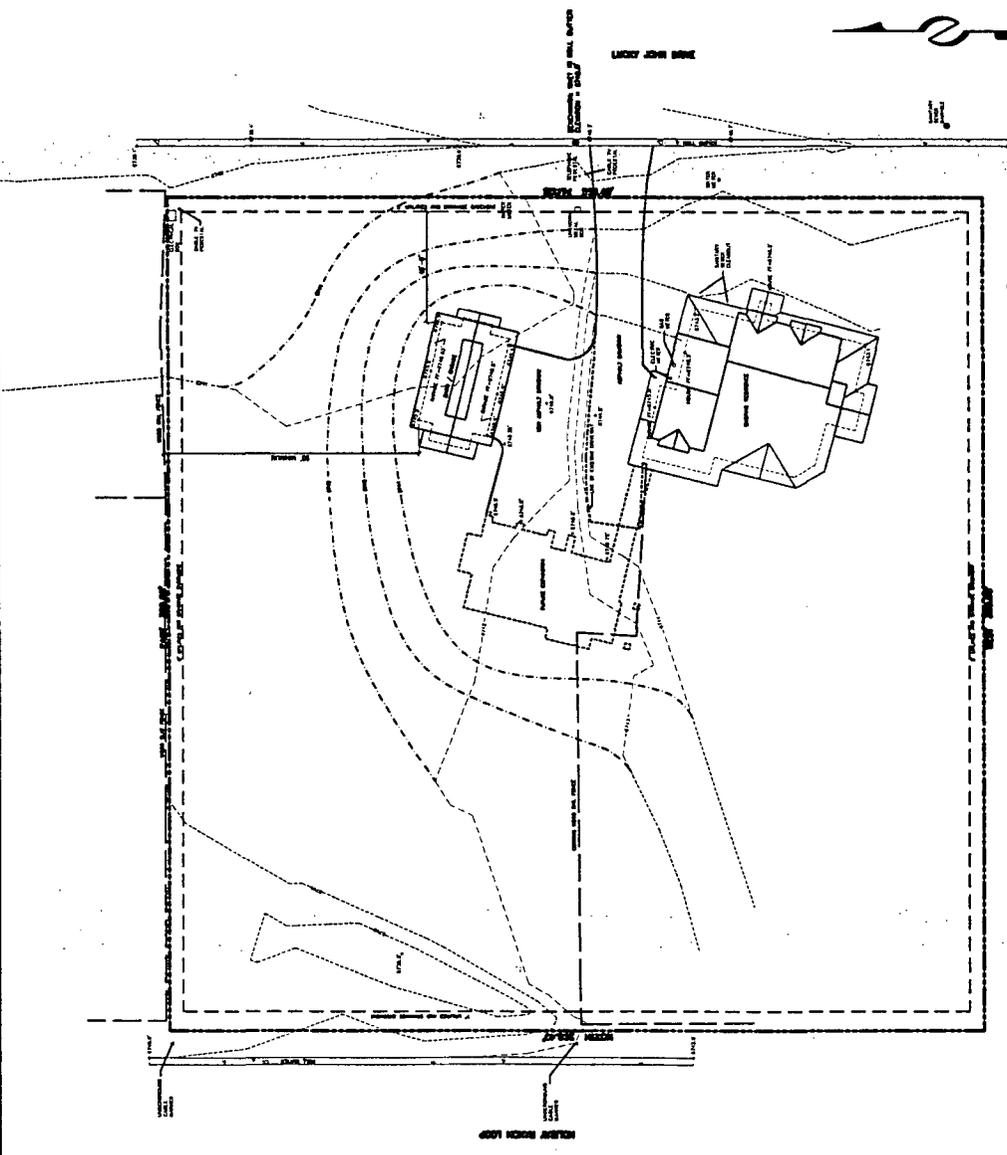
**NEW CONDITIONS**  
**LOTS 30 & 31**  
**HOLIDAY RANCHETTES**

FOR: ROCK HUNTERSON  
JOB NO.: 07-00  
FILED: 7/19/07

STAFF: [ ]  
DATE: 4/21/06

REVISIONS:  
DATE: 4/21/06

**PLANNING**



- NOTES:**
1. PROJECT BOUNDARIES SHOWN IN BOLD DOTTED LINES. ALL ELEVATIONS ARE BASED ON THE 1985 DATUM. ELEVATIONS ARE INTERPOLATED FROM A UNITED STATES GEOLOGICAL SURVEY 1:25,000 SCALE TOPOGRAPHIC MAP.
  2. SEE RECORDS OF SURVEY FOR THE BOUNDARIES AND DIMENSIONS.
  3. THE EXISTING DRIVE AND DRIVEWAY ARE SHOWN IN BOLD DOTTED LINES. THE NEW DRIVEWAY IS SHOWN IN DASHED LINES.
  4. THIS TOPOGRAPHIC MAP IS BASED ON A FIELD SURVEY PERFORMED ON 4/20/06.
  5. PROPERTY CORNER MARK SET.

