



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

*Chapter adopted by Ordinance No. 00-51*

**15-2.20-1. PURPOSE.**

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

- (A) preserve Park City’s scenic view corridors,
- (B) preserve and enhance the rural resort character of Park City’s entry corridor,
- (C) provide a significant landscaped buffer between Development and highway Uses,
- (D) minimize curb cuts, driveways and Access points to highways,
- (E) allow for future pedestrian and vehicular improvements along the highway corridors.

**15-2.20-2. FRONTAGE PROTECTION OVERLAY ZONE.**

The Frontage Protection Zone (FPZ) is an overlay zone, as shown on the Official Zoning Map. The FPZ includes those Properties with frontage on, and within one

hundred feet (100') of the Right-of Way line of the following Streets:

- (A) Park Avenue, SR 224, from 15th Street north to the City Limits,
- (B) Marsac Avenue, SR 224, from its upper intersection with Prospect Avenue to the south City limits,
- (C) Kearns Boulevard, SR 248, from Park Avenue east to the east City limits, and
- (D) Deer Valley Drive from Park Avenue to Heber Avenue, the SR 224 Belt Route.

**15-2.20-3. USES.**

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

**15-2.20-4. LOT AND SITE REQUIREMENTS.**

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

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

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

(C) **EXCEPTIONS.** Minor remodels and facade improvements for existing Structures within the FPZ, including free standing signs shall require an Administrative Permit with approval by the Planning, Engineering, and Building

Departments. Construction of at Grade sidewalks, trails, public plazas, and temporary signs in the FPZ Setback Area requires an Administrative Permit with approval by the Planning, Engineering, and Building Departments.

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

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

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

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

- (1) Wooden rail,

- (2) Architecturally Compatible solid wood and natural stone,
- (3) Stock Fences,
- (4) Various forms of steel Fencing as determined and approved by the Planning Department, not including chain link Fencing.

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

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

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

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

- (1) Utah State Highway 224 north of Holiday Ranch Loop Road and Payday Drive,
- (2) Utah State Highway 224 south of Prospect Street, and

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

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

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

(E) **SETBACKS.**

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

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

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

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

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

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

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

- (1) Wooden rail,
- (2) Architecturally Compatible solid wood and natural stone,
- (3) Stock Fences,
- (4) Various forms of steel Fencing as determined by the Planning Department, not including chain link Fencing.

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

- (1) Twenty feet (20') if the entry corridor Setback is less than one hundred fifty feet (150').
- (2) Twenty-five feet (25') if the entry corridor Setback is greater than one hundred fifty feet (150') but less than two hundred feet (200').
- (3) Up to the maximum height allowed by the underlying zone if the Setback is two hundred feet (200') or greater.

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

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

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

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

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

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

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

(O) **PUBLIC PARK FACILITIES.**

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

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

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

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

COMMISSIONERS IN ATTENDANCE:

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

EX OFFICIO:

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

=====  
=

REGULAR MEETING

....

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Chair Worel opened the public hearing.

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

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

Chair Worel closed the public hearing.

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

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

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

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

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

VOTE: The motion passed unanimously.

SUMMIT COUNTY UTAH

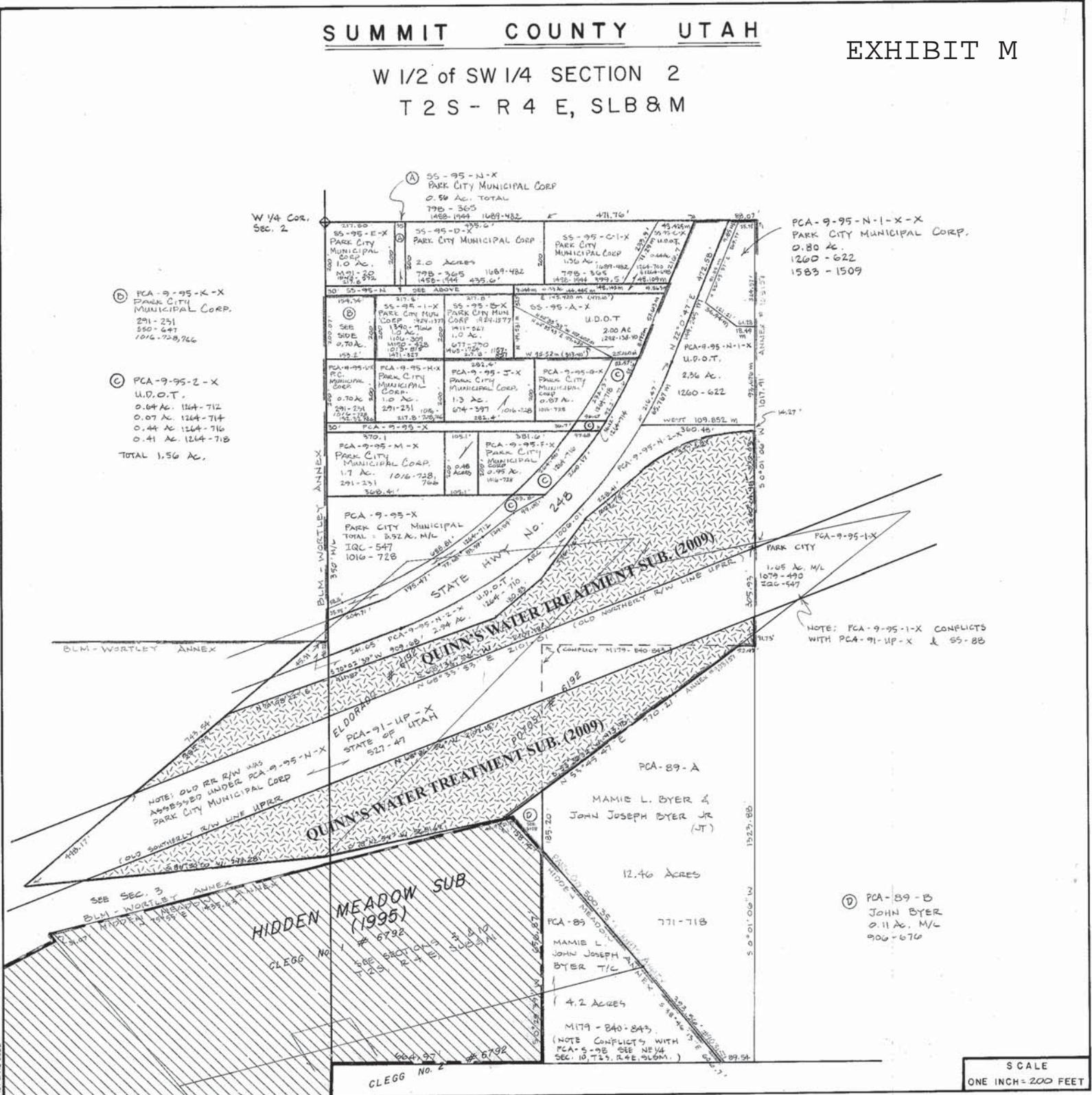
EXHIBIT M

W 1/2 of SW 1/4 SECTION 2  
T 2 S - R 4 E, SLB 8 M

- (A) 55-95-N-X  
PARK CITY MUNICIPAL CORP  
0.56 AC. TOTAL  
795-365  
1458-1044 1689-482
- (B) PCA-9-95-K-X  
PARK CITY MUNICIPAL CORP.  
291-231  
550-647  
1016-728,766
- (C) PCA-9-95-Z-X  
U.D.O.T.  
0.64 AC. 1264-712  
0.07 AC. 1264-714  
0.44 AC. 1264-716  
0.41 AC. 1264-718  
TOTAL 1.56 AC.

PCA-9-95-N-1-X-X  
PARK CITY MUNICIPAL CORP.  
0.80 AC.  
1260-622  
1583-1509

NOTE: PCA-9-95-1-X CONFLICTS WITH PCA-91-UP-X & 55-88

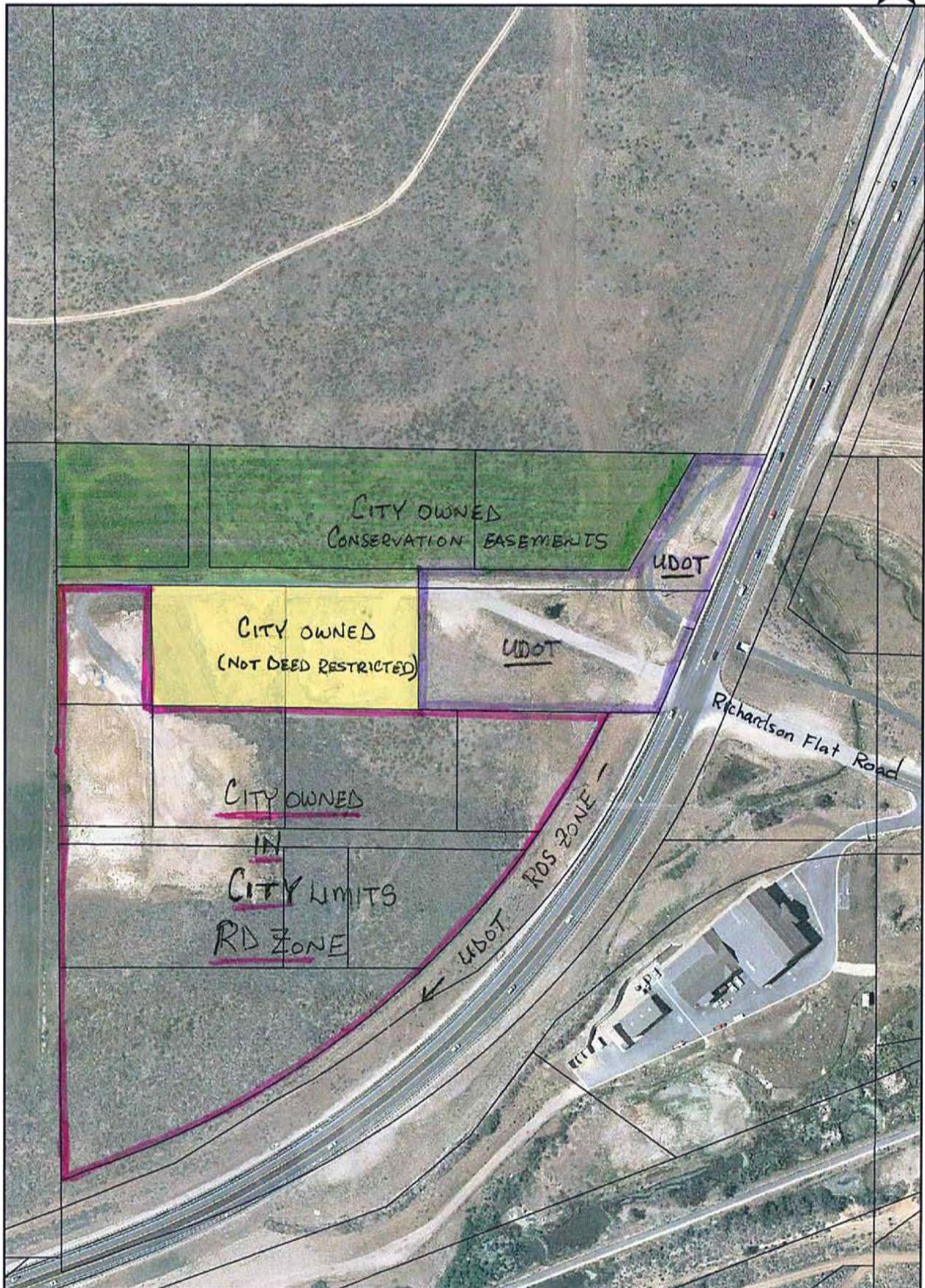


SCALE  
ONE INCH = 200 FEET

W 1/2 SW 1/4 SEC. 2

# Gordo Parcels

N



**DRAFT**

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

---

**ANNEXATION AGREEMENT**

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

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

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

Together, the annexation of these parcels shall be referred to as the Round Valley Park City Annexation; the petition to annex these parcels shall be referred to as the “Annexation Petition;” and both the north and south areas shall be referred to as the “Annexation Property” or “Annexation Properties.” The Round Valley Park City Annexation Petition requests annexation into the corporate limits of Park City and extension of municipal services to the Annexation Property as needed for anticipated future uses. The City and Petitioner are sometimes collectively referred to in this Agreement as the “Parties” or individually as a “Party”. This Agreement is made under authority of §§ 10-2-401 et. Seq. of the Utah Code, Annotated 1953, as amended “MLUDMA”).

WHEREAS, the Round Valley Park City Annexation includes the following parcels:

PARK CITY MUNICIPAL CORPORATION LAND, AS FOLLOWS:

SECTION 28, TOWNSHIP 1 SOUTH, RANGE 4 EAST, SALT LAKE BASE & MERIDIAN:

\* SUMMIT COUNTY TAX SERIAL NO. SS-59-X (PCMC)

SECTION 33, TOWNSHIP 1 SOUTH, RANGE 4 EAST, SALT LAKE BASE & MERIDIAN:

\* SUMMIT COUNTY TAX SERIAL NO. SS-61-X (PCMC)

\* SUMMIT COUNTY TAX SERIAL NO. SS-61-C-X (PCMC)

\* SUMMIT COUNTY TAX SERIAL NO. SS-61-D-X (PCMC)

\* SUMMIT COUNTY TAX SERIAL NO. SS-61-E-X (PCMC)

\* SUMMIT COUNTY TAX SERIAL NO. SS-61-F-X (PCMC)

SECTION 34, TOWNSHIP 1 SOUTH, RANGE 4 EAST, SALT LAKE BASE & MERIDIAN:

\* SUMMIT COUNTY TAX SERIAL NO. SS-62-A-X (PCMC)

\* SUMMIT COUNTY TAX SERIAL NO. SS-62-B-X (PCMC)

\* SUMMIT COUNTY TAX SERIAL NO. SS-62-C-X (PCMC)

\* SUMMIT COUNTY TAX SERIAL NO. SS-62-D-X (PCMC)

\* SUMMIT COUNTY TAX SERIAL NO. SS-62-E-X (PCMC)

\* SUMMIT COUNTY TAX SERIAL NO. SS-62-G-X (PCMC)

\* SUMMIT COUNTY TAX SERIAL NO. SS-62-A-1-X (PCMC)

\* SUMMIT COUNTY TAX SERIAL NO. SS-62-A-1-A-X (PCMC)

SECTION 2, TOWNSHIP 2 SOUTH, RANGE 4 EAST, SALT LAKE BASE & MERIDIAN:

\* SUMMIT COUNTY TAX SERIAL NO. SS-92-A-X (U.S.A., INTERIOR DEPT.)

\* SUMMIT COUNTY TAX SERIAL NO. SS-92-A-X-X (PCMC)

\* SUMMIT COUNTY TAX SERIAL NO. SS-92-A-1-X (UDOT)

\* SUMMIT COUNTY TAX SERIAL NO. SS-95-A-X (UDOT)

\* SUMMIT COUNTY TAX SERIAL NO. SS-95-B-X (PCMC)

\* SUMMIT COUNTY TAX SERIAL NO. SS-95-C-1-X (PCMC)

\* SUMMIT COUNTY TAX SERIAL NO. SS-95-C-X (UDOT)

\* SUMMIT COUNTY TAX SERIAL NO. SS-95-D-X (PCMC)

\* SUMMIT COUNTY TAX SERIAL NO. SS-95-E-X (PCMC)

\* SUMMIT COUNTY TAX SERIAL NO. SS-95-1-X (PCMC)

\* SUMMIT COUNTY TAX SERIAL NO. SS-95-N-X (PCMC)

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

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

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

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

1. **Property.** The Round Valley Park City Annexation Properties to be annexed consist of approximately 1,368 acres in area, as depicted on the annexation plat attached as **Exhibit A** (the "**Annexation Plat**") and as more fully described in the legal descriptions on Sheet Two.
2. **Zoning.** Upon Annexation, the Round Valley Park City parcels will be zoned Recreation Open Space (ROS). The official zoning map of Park City shall be amended to include these properties and zoning designations (see **Exhibit D- Zoning Map amendment**).
3. **Subdivision; Density and Phasing.** No preliminary Subdivision Plat was submitted with the Annexation Petition as no residential or commercial density is proposed. Future development of the "Gordo parcels" may require a separate Subdivision Plat depending on the uses proposed and whether future building permits require legally platted lots. With the exception of the lower "Gordo parcels" the Property is subject to various deed restrictions and/or Conservation Easements described below. Uses of the Park City Round Valley Annexation Properties must comply with the ROS zoning and the Deed of Conservation Easements entered into by and between Park City Municipal Corporation recorded at Summit County on \_\_\_\_\_, Book\_\_ and Page\_\_, on \_\_\_\_\_, Book\_\_ and Page\_\_, and on \_\_\_\_\_, Book\_\_ and Page \_\_\_\_, in favor of the Summit Land Conservancy, a Utah non-profit corporation and \_\_\_\_\_.

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

Construction and alignment of any required sanitary sewer line extensions and any required storm water detention facilities shall be established as part of any required Subdivision Plat for the Property (to be as accepted by the City and filed in the official real estate records of Summit County, Utah, the “**Subdivision Plat**”). The preferred alignment of any required sanitary sewer and/or on-site storm water detention facilities, or alternatives, as approved by the Park City Engineer, shall be that alignment and/or location which results in the least visual impact and site disturbance while meeting the site design and construction requirements of the Snyderville Basin Water Reclamation District and City Engineer. The timing for construction of storm water detention facilities shall be determined by the City Engineer, (the “**Storm Detention Facilities**”). Maintenance of on-site storm water detention facilities will be the responsibility of the Property Owner.

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

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

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

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

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

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

9. **Sustainable Development requirements.** All construction within any required **Subdivision** shall utilize sustainable site design, development and building practices and otherwise comply with requirements of the ROS Zone. Unless otherwise approved in the Subdivision Plat, in compliance with the current Environmental/ Sustainability Element of the General Plan, each structure or use must receive National Association of Home Builders National Green Building Standards Silver (or higher) Certification (or other Green Building certification as approved by the Planning Commission at the time of the Subdivision Plat approval).

In order to achieve water conservation goals, any future development must also either:

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

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

10. **Planning Review Fees.** Property Owners within the Annexation Property shall be responsible for all standard and customary fees, including generally-applicable planning, building, subdivision and construction inspection fees imposed by the City in accordance with the Park City Land Management Code and the Park City Municipal Code.

11. **Impact and Building Fees.** Lot owners of lots within any future subdivision shall be responsible for all standard and customary, and generally-applicable, fees, such as development, impact, park and recreation land acquisition, building permit and plan check fees due and payable for construction on the Property at the time of application for any building permits. Ownership of water rights shall not change the application of the Impact Fee Ordinance to the Property.

12. **Snow Removal and Storage.** Snow removal from private roads shall be the responsibility of the Property Owners. Park City shall not be obligated to remove snow from private sidewalks or trails unless such sidewalks or trails are classified as part of a community trail system and incorporated into the City wide snow removal program.

13. **Fiscal Impact Analysis.** The revised Annexation Report, prepared by Alliance Engineering for the Petitioners, dated June 17, 2013, included a Fiscal Impact Analysis that has been reviewed by the Planning Staff and Planning Commission. The Fiscal Impact Analysis concludes that

the Annexation will not alter any existing or projected demographic or economic conditions in the Park City area, or within the Annexation Properties, as there is no population or economic base within the Annexation Properties at the time of this annexation. Projected revenue as a result of this annexation is negligible as no revenue generating activities are proposed. The annexation will not result in an overall negative impact on the City or School District.

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

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

16. **Real Covenant, Equitable Servitude.** This Annexation Agreement constitutes a real covenant and an equitable servitude on the Properties. The terms of this Agreement touch and concern and both benefit and burden the Property. The benefits and burdens of this Agreement run with the land, and are intended to bind all successors in interest to any portion of the Property. This Agreement, a certified copy of the ordinance approving the Annexation (**the “Annexation Ordinance”**), and the Annexation Plat shall be recorded in the County Recorder’s Office of Summit County, Utah.

17. **Assignment.** Neither this Agreement nor any of the provisions, terms or conditions hereof may be assigned to any other party, individual or entity without assigning the rights as well as the responsibilities under this Agreement and without the prior written consent of the City, which consent shall not be unreasonably withheld, conditioned or delayed. Any such request for assignment may be made by letter addressed to the City and the prior written consent of the City may also be evidenced by letter from the City to Petitioners or its successors or assigns; provided that, notwithstanding the foregoing, the City hereby consents to the assignment of the rights and responsibilities, and the benefits, of this Agreement, in whole or in part, upon written notice to the City; and provided that, in connection with and to the extent of any such assignment, Petitioners shall not have any further rights or responsibilities under this Agreement as and to the extent accruing from and after the date of any such assignment. Moreover, any substantive amendments to this Annexation Agreement shall be processed in accordance with the Park City Land Management Code and MLUDMA in effect at the time an application for amendment is filed with the City Planning Department.

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

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

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

21. **Vested Rights.** Subject to the provisions of this Agreement, Petitioners (or their assigns) shall have the right to propose future uses, whether allowed or conditions uses, in accordance with this Annexation Agreement, all existing or future deed restrictions and conservation easements as described herein, the ROS Zoning Regulations in effect at the time any proposal for future use is submitted to the City, and any conditions of approval of a Subdivision Plat, if such plat is required, subject to and in compliance with other applicable ordinances and regulations of Park City.

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

23. **Severability.** If any part or provision of this Annexation Agreement shall be determined to be unconstitutional, invalid or unenforceable by a court of competent jurisdiction, then such a decision shall not affect any other part or provision of this Annexation Agreement except that specific provision determined to be unconstitutional, invalid, or enforceable. If any condition, covenant or other provision of the Annexation Agreement shall be deemed invalid due to its scope or breadth, such provision shall be deemed valid to the extent of the scope or breadth permitted by the law.

IN WITNESS WHEREOF, the parties hereto have executed this Annexation Agreement as of the \_\_\_\_\_ day of \_\_\_\_\_, 2014.

*(Signatures begin on following page)*

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

By: \_\_\_\_\_  
Jack Thomas, Mayor

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2014.

ATTEST: City Clerk

By: \_\_\_\_\_  
Marci Heil, City Recorder

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2014.

APPROVED AS TO FORM:

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

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2014.

**Park City Municipal Corporation, Petitioner**

By: \_\_\_\_\_

Name: \_\_\_\_\_  
\_\_\_\_\_

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2014

Acknowledgement (notary)

**Afton Stephen Osguthorpe Family Trust, Petitioner**

By: \_\_\_\_\_

Name: \_\_\_\_\_  
\_\_\_\_\_

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2014

Acknowledgement (notary)

**UDOT, Petitioner**

By: \_\_\_\_\_

Name: \_\_\_\_\_  
\_\_\_\_\_

Dated this \_\_\_\_ day of \_\_\_\_\_, 2014

Acknowledgement (notary)

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

- A. Annexation Plat and Legal Descriptions
- B. Existing Conditions Map
- C. Conservation Easement and Deed Restricted Property Map and List
- D. Zoning Map Amendment
- E. Annexation Petition Report

**EXHIBIT A**  
**TO**  
**ANNEXATION AGREEMENT**  
[Attach Annexation Plat and Legal Descriptions]

**EXHIBIT B**  
**TO**  
**ANNEXATION AGREEMENT**  
[Attach Existing Conditions Map]

**EXHIBIT C**  
**TO**  
**ANNEXATION AGREEMENT**  
[Conservation Easement and Deed Restricted Property Map and List]

**EXHIBIT D**  
**TO**  
**ANNEXATION AGREEMENT**  
[Attach Zoning Map Amendment]

**EXHIBIT E**  
**TO**  
**ANNEXATION AGREEMENT**  
**[Attach Annexation Petition Report]**

## City Council Staff Report



**Authors:** Tom Bakaly  
**Subject:** Potential Purchase of 2 acres of Land from Gordon Cummins  
**Date:** March 27, 2008  
**Type of Item:** Potential Purchase of Property

**Summary Recommendation** - Request authorization for City Manager to sign a REPC with Gordon Cummins to purchase 2.0 acres of land, located to the north of Hwy 248 across from the entrance to the old dump and for a two-year lease with Mr. Cummins for use of the land.

**Topic:** Potential purchase property.

### **Background:**

The City and Gordon Cummins have discussed the potential purchase of his 2.0 acres as open space in the past, but never got to a point ordering an appraisal or approaching COSAC. Gordon recently approached the City and discussed a price of \$500,000 for the purchase of the 2.0 acres.

He stated that he is not interested in seeing an appraisal nor negotiating a different price. At about the same time staff heard from Mark Fisher (NOMA) that he was looking to purchase the 2.0 acres and offer it as a trade for the land that Recycle Utah occupies. The City has looked at selling and/or trading land in the Park/Bonanza District with Mark Fisher to assist in filling the City's property needs as well as keeping a Recycle Utah presence in town or including them within a larger Public Works facility outside of town. During discussions with Recycle Utah of potential relocation they have strongly expressed that they wish to only move once.

### **Analysis:**

The 2.0 acres owned by Gordon Cummins is within Summit County. It was platted in 1997 and can accommodate one single-family residence each. The City purchased the adjacent 1.0 acre Sanchez property in 2006 for \$120,000. Summit County provided the City with a preliminary analysis of the lots and development potential and the information is attached as Exhibit B. When the City began purchasing Round Valley 40 acre properties the price increased as each parcel was purchased. As time progressed and more properties were purchased we saw the prices increase from \$325,000 to \$1,000,000 and acre.

The location of Gordon's 2.0 acres lines up with the old dump road. There is a plan for a signaled intersection with the ongoing review of Park City Heights. The light would not be operational until 2010 and design of the light could move it east or west depending on UDOT's specifications and not be directly across from the driveway accessing these 2.0 acres. The 2.0 acres are surrounded by City-owned open space, and the specific

site is lower than the grade of the surrounding land which screens the current operations on the site. Staff believes that the City retains the best potential for the land by purchasing it.

Purchasing and land banking the land allows time for Council to discuss the best potential for the land from open space, affordable housing or for additional area needed for current operations on City land.

**Department Review:** This report was reviewed by representatives of the Sustainability, Budget, Legal and City Manager's Office.

**Alternatives:**

- A. Approve the Requests:** Staff recommends approving the purchase and lease of the property allowing potential future use of the property or preservation.
- B. Deny the Request:** Deny the request and halt the purchase of the property.
- C. Continue the Item:** Request additional information from Staff.

**Staff Recommendations:**

Staff recommends purchasing and land banking the property for future discussions of open space, affordable housing, or for additional area needed for current operations on City land.

**Attachments:**

Attachment A – Draft Lease Agreement

**Gordon Cummins  
Park City Municipal Corporation  
2008 Property Lease**

THIS AGREEMENT is made by and between Park City Municipal Corporation (hereinafter referred to as "Landlord") and Gordon Cummins (hereinafter referred to as "Tenant") to set forth the terms and conditions under which Landlord will lease parcels SS-95-B and SS-95-1 along Hwy 248, Summit County, Utah (hereinafter referred to as the "Property") to Tenant. The parties agree as follows:

1. Property. The property leased is as shown in Exhibit A (attached and hereafter referred to as Property).
2. Term. The Lease term shall commence on April 15, 2008, and shall run for two (2) years through April 15, 2010.
3. Rent. The rent for the leased space shall be as follows:
  - a. Rate: Tenant's annual rental obligation shall be Twenty-Four Thousand Dollars (\$24,000) for the leased property.
  - b. Payments: Rent shall be paid in equal monthly installments of Two Thousand Dollars (\$2,000). Beginning May 1, 2008, rent shall be due on the first of each month, and past due if not paid by the tenth of the month.
  - c. Deposit: No Deposit is required.
4. Utility Service. Landlord shall be responsible for natural gas, electricity, sewer, refuse collection and water for the leased space. Tenant will be responsible for all utilities at the site and shall establish an account with each of these utilities in its own name.
5. Use of the Property. The Property shall be used only for vehicle parking and storage. All other uses shall be prohibited.
6. Telephone, Cable and Microwave. The Tenant will install its own telephone, television, computer and other communication equipment in the leased space. Any specialized communication facilities, equipment, wiring, cables or installations will be the Tenant's responsibility.
7. Insurance. The Tenant will provide insurance at its expense covering its contents against loss through theft, fire, vandalism or similar casualties. The Landlord will maintain insurance on the structure for the replacement of the building itself, and the contents of the building owned by Landlord. The Landlord also carries a public liability policy insuring it against claims of personal injury on Landlord's property. The Landlord's policy does not cover the Tenant's employees or patrons who are on Landlord's property exclusively for the purpose of doing business with the Tenant. The Tenant agrees to maintain a comprehensive property liability policy written on an occurrence basis with limits no less than two million dollars (\$2,000,000) combined single limit per occurrence and four million dollars (\$4,000,000) aggregate for personal injury, bodily injury and property

damage and to obtain a certificate of insurance naming Park City Municipal Corporation and the Municipal Building Authority of Park City as additional insured and evidencing coverage as to any person on the Property as a result of Tenant's programs or activities. The Landlord is protected by the Utah Governmental Immunity Act, and nothing herein is intended to waive or limit the protection of the Act on behalf of either entity, but to the extent it is consistent with this intent, it is the purpose of this provision to protect the Landlord for liability or allegations arising out of the Tenant's use of Landlord's property.

8. Payment of Taxes and Other Assessments. As tax exempt entities, neither the Landlord nor Tenant expects to be assessed real estate and personal property taxes and other related assessments or taxes on the Property. However should the Tenant change the tax status or should other circumstances cause taxes or assessments to be imposed on the Property, then Tenant shall pay real estate and personal property taxes and other related assessments or taxes on the Tenant's Property during the term of this lease.
9. Liens. Tenant shall not permit any liens to attach to the property for work done at Tenant's request or for Tenant's benefit. If Landlord received notice of any such against the property, Tenant shall promptly discharge the lien at Landlord's request, or post fund sufficient to satisfy the lien during any period of good faith contest of the lien by Tenant. In the event Landlord reasonably feels its title to the property is in jeopardy because of any lien Tenant has elected to attach to the property, Landlord may discharge the lien and collect the amount paid from the Tenant. The Tenant agrees to pay all reasonable costs incurred by the Landlord in the defense or discharge of any liens on the property.
10. Tenant Improvements. The Property are being leased to Tenant in as-is condition. Any additional improvements desired by the Tenant must be approved in advance by the Landlord in writing and are the responsibility of the Tenant, with no allowance made for the costs of the Tenant improvements unless agreed to by Landlord in writing. At the expiration or termination of the Lease, all Tenant improvements become property of the Landlord unless specifically exempted in writing prior to installation.
11. Signs. Landlord reserves the right to specifically review and approve or reject proposed signs on the property. Landlord's approval for signs will not be unreasonably withheld, so long as the sign is directional rather than promotional, meets the requirements of the Summit County Sign Code. Signs shall be removed and any damage resulting from removal shall be repaired at the termination of the Lease.
12. Assignment/Sublease. The Lease may not be assigned.
13. Remedies. In the event the Tenant fails to pay monthly installment payments when due, or violates or reaches any other term or condition of the Lease, Landlord shall have the right to exercise the following remedies, and any other remedies available at law or equity:
  - a. Landlord may, by written notice to Tenant, demand that Tenant either pay rental installments due within ten (10) days, or quit the Property within fifteen (15) days;
  - b. Landlord may permit the Tenant to remain in possession and sue for the

- installments that are past due;
- c. Landlord may re-let the Property for Tenant's account at the rate and on such terms as are commercially reasonable at the time and under the circumstances, and charge Tenant for any difference in the rental received and the rental agreed to herein, provided that any re-letting shall be done in good faith under the circumstances;
  - d. Landlord may agree to a payment of damages in such amount as the parties then agree, and release the Tenant from obligations under this Lease entirely. Unless Landlord has released Tenant's continued performance under this Lease, Tenant is deemed to be in possession of the Property, and any re-letting by Landlord in on Tenant's account. Tenant is responsible for all payments and obligations under the Lease until Landlord releases Tenant.
14. Covenant of Quiet Possession. Landlord covenants with Tenant that Landlord owns or controls the Property and that Tenant's possession will not be disturbed by acts or omissions of the Landlord so long as Tenant faithfully performs the obligations of this Lease.
  15. Maintenance. Maintenance of the site and snow removal shall be Tenant's responsibility.
  16. Force Majeure. This Lease Agreement shall automatically terminate upon any holding, interpretation, or determination by a court, legislative, or administrative body that Landlord may not lease to a private educational entity or similar establishment or that the Landlord may not lease to a private entity either under existing state and federal law regulation or future state and federal law regulation.
  17. Increased Insurance Risk. Tenant will not permit said Property to be used for any purpose which would render the fire insurance on the building or the Property void or cause cancellation thereof or increase the insurance risk or increase the insurance premium in effect at the time of the terms of this Lease. Tenant will not keep, use or sell, or allow to be kept, used or sold in or about the Property any article or materials which are prohibited by law or by standard fire insurance policies of the kind customarily in force with respect to the Property of the same general type as those covered by this Agreement.
  18. Care and Repair of Property by Tenant. Tenant will inspect and accept the Property for the purposes of this agreement prior to taking occupancy. Tenant will not commit any waste on Property nor shall it use or permit the use of the Property in violation of any state law or county or municipal ordinance or regulation applicable thereto. Tenant may, with the prior written consent of the Landlord, but at its own cost and expense, in a good workmanlike manner, make such alterations and repairs to the leased space as Tenant may require for the conduct of its business without, however, materially altering the basic character for the building or improvements or weakening the structure on the leased Property. Any permanent alterations or improvements to the Property shall become the property of the Landlord upon expiration or termination of this Lease unless specifically exempted in writing prior to commencing work.

19. Damage or Destruction. If the Property or any part thereof shall be damaged or destroyed by fire or other casualty, the Property shall revert back to the Landlord and the lease shall terminate.
20. Surrender of Premise. Tenant agrees to surrender the Property at the expiration or sooner termination of this Agreement or any extension thereof in the same condition or as altered pursuant to the provisions of this Agreement. Ordinary wear, tear and damage by the elements or other acts of God excepted.
21. Hold Over. Should Tenant hold over the Property or any part thereof after the expiration of the term of this Lease unless otherwise agreed in writing, such holding over shall constitute a tenancy from month to month only, and Tenant shall pay as monthly rental the same monthly rental provided for herein.
22. Indemnity.
  - a. The Tenant shall indemnify and hold the City and its agents, employees, and officers, harmless from and shall process and defend at its own expense any and all claims, demands, suits, at law or equity, actions, penalties, losses, damages, or costs, of whatsoever kind or nature, brought against the City arising out of, in connection with, or incident to the execution of this Agreement and/or the Tenant's defective performance or failure to perform any aspect of this Agreement; provided, however, that if such claims are caused by or result from the concurrent negligence of the City, its agents, employees, and officers, this indemnity provision shall be valid and enforceable only to the extent of the negligence of the Tenant; and provided further, that nothing herein shall require the Tenant to hold harmless or defend the City, its agents, employees and/or officers from any claims arising from the sole negligence of the City, its agents, employees, and/or officers. The Tenant expressly agrees that the indemnification provided herein constitutes the Tenant's limited waiver of immunity as an employer under Utah Code Section 34A-2-105; provided, however, this waiver shall apply only to the extent an employee of Tenant claims or recovers compensation from the City for a loss or injury that Tenant would be obligated to indemnify the City for under this Agreement. This limited waiver has been mutually negotiated by the parties, and is expressly made effective only for the purposes of this Agreement. The provisions of this section shall survive the expiration or termination of this Agreement.
  - b. No liability shall attach to the City by reason of entering into this Agreement except as expressly provided herein.
23. Landlord Liable only for Negligence. Except where caused by Landlord's negligence, Landlord shall not be liable for any failure of water supply, natural gas supply or electrical supply; or for any injury or damage to persons or property caused by gasoline, oil, steam, gas or electricity; or hurricane, tornado, flood, wind or similar storms or disturbances; or water, rain or snow which may leak or flow from the street, sewer, gas mains or any subsurface area or from any part of the building or buildings or for an interference with light.

24. Nondiscrimination. Tenant agrees not to discriminate against anyone on the basis of race, color, national origin, age, sex or handicap in its hiring practices, services or operation of its business hereunder.
25. Waiver of Covenants. It is agreed that the waiver of any of the covenants of this Lease Agreement by either party shall be limited to the particular instance and shall not be deemed to waive any other breaches of such covenant or any provisions herein.
26. Rights of Successors and Assigns. The covenants and agreements contained within the Lease shall apply to the benefit of and the binding upon the parties hereto and upon their respective successors in interest and legal representatives, except as expressly otherwise hereinbefore provided.
27. Notice Provision. Any and all notices required by this Lease Agreement shall be in writing and delivered personally to the party to whom the notice is to be given, or mailed by certified mail, postage prepaid, and addressed as follows:  
If to Landlord:  
Park City Municipal Corporation  
P.O. Box 1480  
Park City, Utah 84060  
  
If to Tenant:  
Gordon Cummins  
PO BOX 681780  
PARK CITY, UT 84068-1780
28. Entire Agreement. This agreement constitutes the entire and only agreement between parties and it cannot be altered or amended except by written instrument, signed by both parties.

DATED this \_\_\_\_\_ day of February 2008.

PARK CITY MUNICIPAL CORPORATION

\_\_\_\_\_  
Tom Bakaly, City Manager

Attest:

\_\_\_\_\_  
Janet M. Scott, City Recorder

Approved as to form:



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

COMMISSIONERS IN ATTENDANCE:

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

EX OFFICIO:

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

=====

REGULAR MEETING

**ROLL CALL**

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

**ADOPTION OF MINUTES**

August 13, 2014

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

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

**PUBLIC INPUT**

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

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

Conditions of Approval – 15 Anchor Avenue

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Chair Worel opened the public hearing.

There were no comments.

Chair Worel closed the public hearing.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

VOTE: The motion passed unanimously.

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

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

**DRAFT****When recorded, please return to:**

PARK CITY MUNICIPAL CORPORATION

City Recorder

P O Box 1480

Park City UT 84060

**ANNEXATION AGREEMENT**

THIS ANNEXATION AGREEMENT (this “**Agreement**”) is made by and between Park City Municipal Corporation (hereinafter, “**PCMC**” or the “**City**”) and Park City Municipal Corporation (Sponsor), Afton Stephen Osguthorpe, and Utah Department of Transportation (UDOT) (hereinafter, “**Petitioners**”) to set forth the terms and conditions under which Park City will annex certain land owned by Petitioners (hereinafter, “**Round Valley Park City**” or “**Petitioner’s Properties**” or “**Annexation Properties**”), consisting of approximately 1,368 acres and located in unincorporated Summit County, Utah, north of State Road 248, east of Old Ranch Road, west of US 40, and south of the Trailside Neighborhood in unincorporated Summit County. The Round Valley Park City Annexation Properties consist of multiple parcels grouped into a north area and a south area. Both areas are proposed to be annexed into Park City’s municipal boundaries. The north area includes the 1,104 acre north Round Valley Open Space parcels. The south area includes the 264 acre south Round Valley Open Space parcels, the 121 acre Osguthorpe owned agricultural fields, and eight small parcels (total of 8.42 acres) located off of SR 248 across from the Quinn’s Water Treatment Plant at the intersection of SR 248 and Richardson Flats Road, aka the “Gordo parcels”, as depicted on the proposed Annexation Plat (**Exhibit A- annexation plat**).

The north parcels are undeveloped open space consisting of rolling hills, ridges, draws, and a main central valley (Round Valley). Vegetation is primarily sage brush, oak, grasses and other native trees and shrubs. Numerous non-motorized trails have been constructed in the area, utilized by hikers, bikers, runners, snowshoers and skiers. Access to these parcels and trails is from various public trailheads. The south parcels are also undeveloped open space, of similar nature to the north parcels and contain a network of non-motorized public trails, accessed from a trailhead located south of the Park City Quinn’s Recreation Complex. Agricultural uses are permitted on the Osguthorpe parcel (subject to a Conservation easement deed and agreement).and will continue to be allowed as an existing non-conforming use within the ROS zone. (**Exhibit B- existing conditions**). Two of the eight “Gordo parcels”, located within the south parcel area, are owned by UDOT and are unrestricted, with the remaining six parcels owned by Park City. Four of the City “Gordo parcels” parcels are encumbered with deed restrictions limiting use to recreation open space, as described below. Two of the City “Gordo parcels” are not encumbered with restrictions, as they were purchased by the City, in 2008 for the purpose of land banking the property to allow time for Council to discuss the best potential uses for the land which may include; open space, affordable housing or additional areas needed for current operations on City land, such as recreation and/or public works support.

With the exception of the UDOT parcels and two of the Gordo parcels, the entirety of the Annexation Properties are subject to conservation easements and/or various deed restrictions, as

described below and are intended to stay as open space consistent with applicable restricted covenants and/or funding source. Most of the property has been purchased by Park City as open space with open space funds and is permanently restricted for open space uses as spelled out in each deed restriction and conservation easement (**Exhibit C- conservation easement and deed restricted property**). The annexation does not change or remove any of these existing restrictions or easements.

Together, the annexation of these parcels shall be referred to as the Round Valley Park City Annexation; the petition to annex these parcels shall be referred to as the “Annexation Petition;” and both the north and south areas shall be referred to as the “Annexation Property” or “Annexation Properties.” The Round Valley Park City Annexation Petition requests annexation into the corporate limits of Park City and extension of municipal services to the Annexation Property as needed for anticipated future uses. The City and Petitioner are sometimes collectively referred to in this Agreement as the “Parties” or individually as a “Party”. This Agreement is made under authority of §§ 10-2-401 et. Seq. of the Utah Code, Annotated 1953, as amended “MLUDMA”).

WHEREAS, the Round Valley Park City Annexation includes the following parcels:

PARK CITY MUNICIPAL CORPORATION LAND, AS FOLLOWS:

SECTION 28, TOWNSHIP 1 SOUTH, RANGE 4 EAST, SALT LAKE BASE & MERIDIAN:

\* SUMMIT COUNTY TAX SERIAL NO. SS-59-X (PCMC)

SECTION 33, TOWNSHIP 1 SOUTH, RANGE 4 EAST, SALT LAKE BASE & MERIDIAN:

\* SUMMIT COUNTY TAX SERIAL NO. SS-61-X (PCMC)

\* SUMMIT COUNTY TAX SERIAL NO. SS-61-C-X (PCMC)

\* SUMMIT COUNTY TAX SERIAL NO. SS-61-D-X (PCMC)

\* SUMMIT COUNTY TAX SERIAL NO. SS-61-E-X (PCMC)

\* SUMMIT COUNTY TAX SERIAL NO. SS-61-F-X (PCMC)

SECTION 34, TOWNSHIP 1 SOUTH, RANGE 4 EAST, SALT LAKE BASE & MERIDIAN:

\* SUMMIT COUNTY TAX SERIAL NO. SS-62-A-X (PCMC)

\* SUMMIT COUNTY TAX SERIAL NO. SS-62-B-X (PCMC)

\* SUMMIT COUNTY TAX SERIAL NO. SS-62-C-X (PCMC)

\* SUMMIT COUNTY TAX SERIAL NO. SS-62-D-X (PCMC)

\* SUMMIT COUNTY TAX SERIAL NO. SS-62-E-X (PCMC)

\* SUMMIT COUNTY TAX SERIAL NO. SS-62-G-X (PCMC)

\* SUMMIT COUNTY TAX SERIAL NO. SS-62-A-1-X (PCMC)

\* SUMMIT COUNTY TAX SERIAL NO. SS-62-A-1-A-X (PCMC)

SECTION 2, TOWNSHIP 2 SOUTH, RANGE 4 EAST, SALT LAKE BASE & MERIDIAN:

\* SUMMIT COUNTY TAX SERIAL NO. SS-92-A-X (U.S.A., INTERIOR DEPT.)

\* SUMMIT COUNTY TAX SERIAL NO. SS-92-A-X-X (PCMC)

\* SUMMIT COUNTY TAX SERIAL NO. SS-92-A-1-X (UDOT)

\* SUMMIT COUNTY TAX SERIAL NO. SS-95-A-X (UDOT)

\* SUMMIT COUNTY TAX SERIAL NO. SS-95-B-X (PCMC)

\* SUMMIT COUNTY TAX SERIAL NO. SS-95-C-1-X (PCMC)

- \* SUMMIT COUNTY TAX SERIAL NO. SS-95-C-X (UDOT)
- \* SUMMIT COUNTY TAX SERIAL NO. SS-95-D-X (PCMC)
- \* SUMMIT COUNTY TAX SERIAL NO. SS-95-E-X (PCMC)
- \* SUMMIT COUNTY TAX SERIAL NO. SS-95-1-X (PCMC)
- \* SUMMIT COUNTY TAX SERIAL NO. SS-95-N-X (PCMC)
- SECTION 3, TOWNSHIP 2 SOUTH, RANGE 4 EAST, SALT LAKE BASE & MERIDIAN:
- \* SUMMIT COUNTY TAX SERIAL NO. SS-97-A-1-X (PCMC)
- \* SUMMIT COUNTY TAX SERIAL NO. SS-98 (STEPHEN A. OSGUTHORPE, TRUSTEE)

WHEREAS, in furtherance of the foregoing, the Petitioners desire to annex the Round Valley Park City property into the corporate limits of the City and, to that end, a complete Annexation Petition for the Annexation Property was filed with the City on March 11, 2013. The Annexation Petition was accepted by the City Council on March 21, 2013, and certified by the City Recorder on April 22, 2013. The first public hearing was conducted by the Planning Commission on February 26, 2014. A subsequent public hearing was conducted by the Planning Commission on August 27, 2014 and a recommendation was forwarded to the City Council on September 24, 2014.

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

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

1. **Property.** The Round Valley Park City Annexation Properties to be annexed consist of approximately 1,368 acres in area, as depicted on the annexation plat attached as **Exhibit A** (the “**Annexation Plat**”) and as more fully described in the legal descriptions on Sheet Two.
2. **Zoning.** Upon Annexation, the Round Valley Park City parcels will be zoned Recreation Open Space (ROS) and Frontage Protection Zone (FPZ), for those properties with frontage on State Road 248. The official zoning map of Park City shall be amended to include these properties and zoning designations (see **Exhibit D- Zoning Map amendment**).
3. **Subdivision; Density and Phasing.** With the exception of the UDOT parcels and Parcels SS-95-I-X and SS-95-B-X, the two one acre City owned “Gordo parcels”, the Annexation Property is subject to various deed restrictions and/or Conservation Easements described below.

Uses of the Park City Round Valley Annexation Properties must comply with the ROS zoning and existing deed restrictions and conservation easements on record with Summit County. Future development of the unrestricted City and UDOT “Gordo parcels” may require a separate Subdivision Plat depending on the uses proposed and whether future building permits require legally platted lots. Uses consistent with the ROS zone, including Essential Municipal Public Utility, Use, Facility, Service, and Structures, shall be permitted subject to approval of a Conditional Use Permit, as required by the Land Management Code. Further restrictions of the property may be included in the conditions of approval of any required Subdivision plat and/or Conditional Use Permit.

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

Construction and alignment of any required sanitary sewer line extensions and any required storm water detention facilities shall be established as part of any required Subdivision Plat for the Property (to be as accepted by the City and filed in the official real estate records of Summit County, Utah, the “**Subdivision Plat**”). The preferred alignment of any required sanitary sewer and/or on-site storm water detention facilities, or alternatives, as approved by the Park City Engineer, shall be that alignment and/or location which results in the least visual impact and site disturbance while meeting the site design and construction requirements of the Snyderville Basin Water Reclamation District and City Engineer. The timing for construction of storm water detention facilities shall be determined by the City Engineer, (the “**Storm Detention Facilities**”). Maintenance of on-site storm water detention facilities will be the responsibility of the Property Owner.

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

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

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

**6. Roads and Road Design.** No public streets are proposed to be constructed on any of the Petitioner’s Property. Any roads incorporated as part of this annexation will remain under their current jurisdiction. Any changes to road ownership must follow a separate process as defined in the state statutes.

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

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

9. **Sustainable Development requirements.** All construction within any required Subdivision shall utilize sustainable site design, development and building practices and otherwise comply with requirements of the ROS Zone.

10. **Planning Review Fees.** Property Owners within the Annexation Property shall be responsible for all standard and customary fees, including generally-applicable planning, building, subdivision and construction inspection fees imposed by the City in accordance with the Park City Land Management Code, Park City Administrative Policy and the Park City Municipal Code.

11. **Impact and Building Fees.** Lot owners of lots within any future subdivision shall be responsible for all standard and customary, and generally-applicable, fees, such as development, impact, park and recreation land acquisition, building permit and plan check fees due and payable for construction on the Property at the time of application for any building permits, unless such fees are waived by the City Council or City Manager. Ownership of water rights shall not change the application of the Impact Fee Ordinance to the Property.

12. **Snow Removal and Storage.** Snow removal from private roads shall be the responsibility of the Property Owners. Park City shall not be obligated to remove snow from private sidewalks or trails unless such sidewalks or trails are classified as part of a community trail system and incorporated into the City wide snow removal program.

13. **Fiscal Impact Analysis.** The revised Annexation Report, prepared by Alliance Engineering for the Petitioners, dated June 17, 2013, included a Fiscal Impact Analysis that has been reviewed by the Planning Staff and Planning Commission. The Fiscal Impact Analysis concludes that the Annexation will not alter any existing or projected demographic or economic conditions in the Park City area, or within the Annexation Properties, as there is no population or economic base within the Annexation Properties at the time of this annexation. Projected revenue as a result of this annexation is negligible as no revenue generating activities are proposed. The annexation will not result in an overall negative impact on the City or School District.

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

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

16. **Real Covenant, Equitable Servitude.** This Annexation Agreement constitutes a real covenant and an equitable servitude on the Properties. The terms of this Agreement touch and concern and both benefit and burden the Property. The benefits and burdens of this Agreement run with the land, and are intended to bind all successors in interest to any portion of the Property. This Agreement, a certified copy of the ordinance approving the Annexation (the “**Annexation Ordinance**”), and the Annexation Plat shall be recorded in the County Recorder’s Office of Summit County, Utah.

17. **Assignment.** Neither this Agreement nor any of the provisions, terms or conditions hereof may be assigned to any other party, individual or entity without assigning the rights as well as the responsibilities under this Agreement and without the prior written consent of the City, which consent shall not be unreasonably withheld, conditioned or delayed. Any such request for assignment may be made by letter addressed to the City and the prior written consent of the City may also be evidenced by letter from the City to Petitioners or its successors or assigns; provided that, notwithstanding the foregoing, the City hereby consents to the assignment of the rights and responsibilities, and the benefits, of this Agreement, in whole or in part, upon written notice to the City; and provided that, in connection with and to the extent of any such assignment, Petitioners shall not have any further rights or responsibilities under this Agreement as and to the extent accruing from and after the date of any such assignment. Moreover, any substantive amendments to this Annexation Agreement shall be processed in accordance with the Park City Land Management Code and MLUDMA in effect at the time an application for amendment is filed with the City Planning Department.

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

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

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

21. **Vested Rights.** Subject to the provisions of this Agreement, Petitioners (or their assigns) shall have the right to propose future uses, whether allowed or conditioned uses, in accordance with this Annexation Agreement, all existing or future deed restrictions and conservation easements as described herein, the ROS Zoning, and where applicable the Frontage Protection Zoning (FPZ), Regulations in

effect at the time any proposal for future use is submitted to the City, and any conditions of approval of a Subdivision Plat, if such plat is required, subject to and in compliance with other applicable ordinances and regulations of Park City.

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

**23. Severability.** If any part or provision of this Annexation Agreement shall be determined to be unconstitutional, invalid or unenforceable by a court of competent jurisdiction, then such a decision shall not affect any other part or provision of this Annexation Agreement except that specific provision determined to be unconstitutional, invalid, or enforceable. If any condition, covenant or other provision of the Annexation Agreement shall be deemed invalid due to its scope or breadth, such provision shall be deemed valid to the extent of the scope or breadth permitted by the law.

IN WITNESS WHEREOF, the parties hereto have executed this Annexation Agreement as of the \_\_\_\_\_ day of \_\_\_\_\_, 2014.

*(Signatures begin on following page)*

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

By: \_\_\_\_\_  
Jack Thomas, Mayor

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2014.

ATTEST: City Clerk

By: \_\_\_\_\_  
Marci Heil, City Recorder

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2014.

APPROVED AS TO FORM:

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

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2014.

**Park City Municipal Corporation, Petitioner**

By: \_\_\_\_\_

Name: \_\_\_\_\_  
\_\_\_\_\_

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2014

Acknowledgement (notary)

**Afton Stephen Osguthorpe Family Trust, Petitioner**

By: \_\_\_\_\_

Name: \_\_\_\_\_  
\_\_\_\_\_

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2014

Acknowledgement (notary)

**UDOT, Petitioner**

By: \_\_\_\_\_

Name: \_\_\_\_\_  
\_\_\_\_\_

Dated this \_\_\_\_ day of \_\_\_\_\_, 2014

Acknowledgement (notary)

**Exhibits (see staff report for these exhibits- will be attached to Annexation Agreement for publication and recordation)**

- A. Annexation Plat and Legal Descriptions
- B. Existing Conditions Map
- C. Conservation Easement and Deed Restricted Property Map
- D. Zoning Map Amendment
- E. Annexation Petition Report

**EXHIBIT A**  
**TO**  
**ANNEXATION AGREEMENT**  
[Attach Annexation Plat and Legal Descriptions]

**EXHIBIT B**  
**TO**  
**ANNEXATION AGREEMENT**  
[Attach Existing Conditions Map]

**EXHIBIT C**  
**TO**  
**ANNEXATION AGREEMENT**  
[Conservation Easement and Deed Restricted Property Map and List]

**EXHIBIT D**  
**TO**  
**ANNEXATION AGREEMENT**  
[Attach Zoning Map Amendment]

**EXHIBIT E**  
**TO**  
**ANNEXATION AGREEMENT**  
**[Attach Annexation Petition Report]**





## Planning Commission Staff Report

PLANNING DEPARTMENT

**Subject:** Thaynes Creek Ranch Estates Phase II  
**Date:** September 24, 2014  
**Author:** Kirsten Whetstone, Senior Planner  
**Project Number:** PL-14-02427  
**Type of Item:** Subdivision plat

### **Summary Recommendations**

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

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

### **Description**

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

### **Proposal**

This is a request for approval of a final subdivision plat application for the second and final phase of the Thaynes Creek Ranch Estates subdivision. This phase consists of three (3) single family lots and one (1) non-residential parcel on approximately 9.28 acres. The lots are consistent with the preliminary plat approved with the Richards/PCMC Annexation. All lots have frontage on and will access Country Lane, an existing private street platted with the first phase of Thayne's Creek Ranch Estates subdivision (see Exhibit A- proposed subdivision plat).

### **Background**

On February 7, 2012, the applicant filed an annexation petition with the City Recorder for annexation of two parcels currently within the jurisdiction of Summit County and completely surrounded by properties within the Park City municipal

boundaries (see Exhibit B- vicinity map). The Richards/PCMC Annexation consisted of the 13.75 acre Richard's parcel zoned Single Family (SF) and the 19.74 PCMC parcel zoned Recreation Open Space (ROS). The Annexation was approved by City Council on January 31, 2013 and was certified by the State for recordation at Summit County on March 22, 2013. Conditions of the Annexation Agreement (Exhibit C) continue to apply to this subdivision plat application. A seven lot preliminary subdivision plat was approved with the Annexation (Exhibit D).

On June 17, 2013, an application for a final subdivision plat for the first four lots was submitted to the Planning Department. The subdivision plat, known as Thayne's Creek Ranch Estates Phase One Subdivision, was approved by City Council on October 3, 2013. The subdivision plat was recorded at Summit County on December 19, 2013 (Exhibit E- Thayne's Creek Ranch Estates Phase I Subdivision plat).

On July 9, 2014, an application for a final subdivision plat for the Thaynes Creek Ranch Estates Phase II was submitted to the Planning Department (see Exhibit A). The application for the final three lots was determined to be complete on July 21, 2014.

### **Purpose**

The purpose of the Single Family SF District is to:

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

### **Description**

The owner of the Richards Parcel, The Franklin D. Richards Jr. Family Trust, represented by Mr. Frank Richards, is seeking a three lot single family subdivision on 9.28 acres as the second and final phase of a seven (7) residential lot single family equestrian subdivision on a total of 13.75 acres. The existing house and guest house are located on Lot 5, along with several out buildings. Lots 6 and 7 are vacant single family development lots. Lot 8 is identified as a non-residential parcel that is to be an HOA owned common parcel for an existing riding arena. The total density for the entire project is seven (7) residential lots on 13.75 acres (0.51 units per acre). The SF zone allows up to 3 units per acre. The HOA lot has no density assigned or allowed.

## Analysis

### Land Use and Density

The current application consists of three (3) single family lots on approximately nine (9) acres; a non-residential lot for the existing riding arena to be owned in common by the HOA; and various easements for utilities, water conveyance, snow storage, and access, including the access easement for an adjacent property owner to gain access to Payday Drive. The private street, Country Lane, is not part of this plat as it was platted with Phase One.

The proposed plat includes plat notes addressing conditions of approval consistent with the Richards/PCMC Annexation, consistent with the preliminary plat and Phase One plat. Lot 5 is 2.70 acres, Lot 6 is 2.73 acres, and Lot 7 is 3.21 acres. The non-residential lot, Lot 8, is 0.64 acres. Staff recommends a condition of approval that Lot 8 being renamed on the final plat as Parcel 8 and clearly noted as a non-residential parcel.

No commercial density is proposed or allowed per the zoning. Nightly rentals are not an allowed use within the Single Family (SF) zoning district.

Single Family (SF) zoning allows up to three (3) units per acre. The proposed density of this phase is 0.35 units per acre (not including Lot 8). Overall density for the two phases is 0.51 units per acre (7 lots on 13.75 acres). Overall density is consistent with the overall density in the surrounding neighborhoods of Thayne's Canyon, Iron Mountain, and Aspen Springs, as reviewed at the time of the Annexation.

Staff recommends a condition of approval and plat notes stating that no further subdivision of the lots is permitted, only one single family dwelling, including a garage, and a detached barn, may be constructed on each of Lots 6 and 7, and no human occupation of the barns is allowed. Accessory apartments are permitted in the SF zone, subject to requirements of LMC Chapter 15-4, however accessory apartments are not permitted within the barns.

Lot 5 contains an existing single family house, a guest house, and three out buildings (a storage shed and two barns). These structures may remain. The guest house and storage shed are located on the eastern perimeter property line and have non-conforming setbacks. The structures were built in the 70s under Summit County regulations. Staff recommends a condition of approval that if either of these structures is demolished or added on to that all new construction shall meet the setbacks of the LMC in effect at the time of building permit application for the new construction.

The Applicant has satisfied the affordable housing requirement by paying a fee in-lieu, as approved by the Park City Housing Authority, to satisfy the required 0.9 AUE (810 sf). The fee was paid to the City prior to issuance of building

permits for two lots under construction in Phase One.

The proposed lots are sufficient in area to allow horses, as permitted by the SF zoning district. The SF district allows a maximum of 2 horses per acre. The Annexation Agreement permitted an owner to submit an administrative Conditional Use Permit for raising and grazing of horses on these lots with review by the Planning Director. An animal management plan is required to be submitted with an administrative Conditional Use Permit application prior to commencing the raising and grazing of horses. Barns are required to be a minimum of 75' from any residential dwelling unit. Administrative CUPs require notice to adjacent neighbors prior to approval.

#### Character and Development of adjacent property

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

#### Maximum building footprint

The plat identifies maximum building footprints for the proposed Lots, consistent with the preliminary plat. Maximum footprint proposed for Lots 5, 6, and 7 is 4,150 square feet. Consistent with lots in the immediate neighborhood on the north side of Payday Drive, the CCRs and the plat include language restricting the living area of the upper floor to 60% of the living area of the main floor. The garage area is included within the proposed building footprint. Building height is not restricted in the adjacent subdivision and Staff believes the zone height of 28' plus 5' for a pitched roof (minimum pitch of 4:12) is consistent with the neighborhood for the three lots in this second phase. The plat identifies a separate maximum building footprint of 1,300 square feet for barns located on Lots 6 and 7. Lot 5 already includes a house, guest house, storage shed, and two barns.

#### Maximum Limits of Disturbance and Irrigated Area

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

Maximum LOD area (including house and barn footprints, paved driveways, patios and other hardscape, and irrigated landscaping) for Lots 5, 6 and 7 is restricted to a maximum of 45% of the Lot Area, consistent with the preliminary plat and the plat for the first phase. Area necessary for utility installation is excluded from the maximum LOD area calculation and if utility installation is within the pasture areas it shall be re-vegetated with like pasture vegetation.

Designated “no-building zones” and wetland buffer areas shall not be impacted or disturbed by construction activities, with the exception of approved utilities, irrigation facilities, and fence installations and repairs. Use of these areas by horses is subject to an Administrative Conditional Use permit and Animal Management Plan.

Maximum irrigated area for Lots 6 and 7 is proposed at 16,000 square feet, which is consistent with the irrigated area allowed on Lots 1 and 2 of the first phase. All landscaped areas must comply with the City’s Landscape Ordinance (LMC Section 5-5-M). Staff recommends that finished landscaping and patio areas shall generally be located within twenty-five feet of the house foundation and, if desired, within ten feet of the barn foundation.

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

Lot 6 includes a platted no-build area that consists of the easterly eighty (80’) feet of the lot. The construction of a barn and house must be located west of the no build area. There is an existing hay barn on Lot 6 located within the no-build area that may remain. Lot 7 includes a platted no-build zone that consists of the northern most 336’ of the lot. Maximum LOD area (including building and barn footprints, paved driveways, patios and hardscape, and all finished irrigated landscaping) for Lots 5, 6, and 7 is restricted to 45% of the Lot Area. No new construction is permitted within the no-build area or within the wetland buffer areas.

#### Access

Access to the Richards property is from Payday Drive at the existing driveway to the Richards farm at 510 Payday Drive. Lots 5, 6, and 7 have frontage on Country Lane, a private street platted with the Phase One plat. Each lot is allowed a maximum driveway width of fifteen feet, measured at the property line with Country Lane. Each driveway may widen as it approaches the garage. Overall driveway lengths shall be minimized to the greatest extent possible in order to locate building pads for Lots 6 and 7 as far west as possible.

#### Roads and Utilities

Country Lane provides access to Lots 5, 6 and 7. This private street was platted with the first phase and has been constructed in the location of the driveway to the Richards property.

A 20’ sanitary sewer access easement is identified within the ROW area for

Country Lane connecting to Payday Drive ROW. Additional public and private utility and water conveyance easements are identified on the plat along property lines.

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

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

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

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

#### Affordable Housing

Consistent with the Annexation Agreement, affordable housing has been addressed, as set forth in the Park City Affordable Housing resolution in effect at the time of the application. Based on six new dwelling units within the entire subdivision, the affordable housing requirement is 0.9 AUE. The applicant satisfied the entire affordable housing obligation by paying in-lieu fees prior to issuance of the first building permit as allowed by the Park City Housing Authority.

#### Environmental

Wetland areas have been officially delineated (mapping was reviewed during the annexation). The plat identifies the 50' wetlands protection buffer area on Lots 5, 6, 7, and 8. No structures or construction are permitted in these buffer areas.

The easterly eighty (80') of Lot 6 and the northern most three hundred and thirty-

six feet (336') of Lot 7, the areas adjacent to the City's open space parcels along Highway 224, are designated on the plat as a "no building zone". There are no steep or very steep slopes as the property is relatively flat with an overall slope of less than 15%. Proposed development is outside of the Entry Corridor Protection Overlay area and the property is not within the Park City Soils Ordinance boundary.

Irrigation ditches flow through the property and easements are provided on the plat to ensure that downstream users have access to their water rights. All use and conveyance of irrigation water is subject to the approved Water Agreement, to be signed and executed prior to recordation of the final plat. will be protected from development consistent with the Annexation Agreement.

### Fencing

The proposed fencing plan is consistent with the preliminary plat and Annexation Agreement (Exhibit G). White fencing consistent with the existing perimeter fence will be installed to delineate to property lines for each of the lots, as well as within Lots 5, 6, and 7 to create secure areas for horses, if desired.

### Annexation Agreement

The Annexation Agreement states that the maximum density of the Richard's Parcel (final subdivision) is seven (7) lots. Lots may not be subdivided to increase the density of the subdivision. Each lot may be developed with only one dwelling unit and one barn, with the exception of Lot 5 that includes an existing guest house, storage shed, and two barns.

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

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

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

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

Zoning

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

|                   | <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.   |
| Front setback     | 20' (25' to front facing garage)               | Minimum of 20' (25' for front facing garages)  |
| Rear setback      | 15'  | Minimum of 15' (80' if subject to a "no-building zone" on Lot 6 and 336' if subject to a "no- building zone" on Lot 7). Existing shed and guest house on Lot 5 have 1'-3' rear setbacks and exist as non-complying structures with regard to the rear setback.)  |
| Side setbacks     | 12'  | Minimum of 12'   |
| Density           | Three (3) dwelling units per acre.             | Three dwelling units on 8.64 acres (0.35 units per acre not including Lot 8 and 0.32 units per acre including Lot 8).  |
| Maximum footprint | No maximum stated in zone.                     | 4,150 sf for Lots 5, 6, and 7- including house and garage.<br>1,300 sf for each barn on Lots 6 and 7 (Lot 6 also includes an existing 1,585 sf hay barn that may remain).<br>Lot 5 also includes an existing guest house (1,398 sf), a shed (2,349 sf), and two barns (2,203 sf and 1,690 sf) that may remain. |
| Parking           | Minimum of 2 parking spaces per dwelling unit. | 2 parking spaces per dwelling unit.  |

### **Department Review**

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

### **Alternatives**

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

### **Notice**

On September 9, 2014, the property was posted and notice was mailed to property owners within 300 feet. Legal notice was published in the Park Record on September 6, 2014.

### **Public Input**

Staff received two phone calls requesting additional information regarding the plat and location of future houses. Staff had not received written comments at the time of this report.

### **Good Cause**

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

### **Future Process**

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

### **Summary Recommendations**

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

### **Exhibits**

Ordinance

- Exhibit A- Proposed Subdivision plat
- Exhibit B- Aerial Vicinity Map
- Exhibit C- Annexation Agreement
- Exhibit D- Preliminary Subdivision plat
- Exhibit E- Surrounding lot comparison
- Exhibit F- Utility plan
- Exhibit G- Fencing plan

**Ordinance 14-**

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

WHEREAS, the owners of the property known as the Richard's Parcel of the Richards/PCMC Annexation located at 510 Payday Drive, have petitioned the City Council for approval of the Thaynes Creek Ranch Estates Phase 2 subdivision plat for three (3) single family lots and one common non-residential lot for an existing riding arena; and

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

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

WHEREAS, on June 17, 2013, an application for a final subdivision plat for the first four lots was submitted to the Planning Department. The subdivision plat, known as Thayne's Creek Ranch Estates Phase One Subdivision, was approved by City Council on October 3, 2013. The subdivision plat was recorded at Summit County on December 19, 2013; and

WHEREAS, on September 6, 2014 proper legal notice was published in the Park Record, according to the Land Management Code of Park City; and

WHEREAS, on September 9, 2014, the property was properly noticed and posted according to the requirements of the Land Management Code; and

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

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

WHEREAS, on October \_\_, 2014, the City Council held a public hearing on the Thaynes Creek Ranch Estates Phase 2 subdivision; and

WHEREAS, it is in the best interest of Park City, Utah to approve the Thaynes Creek Ranch Estates Phase 2 Subdivision plat.

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

**SECTION 1. APPROVAL.** The above recitals are hereby incorporated as findings of fact. The Thaynes Creek Ranch Estates Phase 2 subdivision, as shown in Exhibit A, is approved subject to the following Findings of Facts, Conclusions of Law, and Conditions of Approval:

Findings of Fact

1. The property is located north of Payday Drive (north of the Thayne's Creek Ranch Subdivision), south of Aspen Springs Subdivision, east of Iron Canyon Subdivision, and west of Highway 224.
2. The property was annexed into Park City with the Richards/PCMC Annexation approved by the City Council on January 31, 2013 and recorded at Summit County on April 12, 2013.
3. The property is zoned Single Family (SF).
4. Access to the property is from Payday Drive at the existing driveway to the Richard's property. The driveway has been improved to a private street known as Country Lane.
5. On January 31, 2013, concurrent with the Annexation, the City Council reviewed and approved a preliminary subdivision plat for a total of seven single family lots and one common lot for the riding arena. The proposed phase two plat is consistent with the preliminary subdivision plat and consists of four (4) lots. Three of the lots are single family development lots and one lot is a common, non-residential lot for the existing riding arena.
6. The property is not within the Entry Corridor Protection Overlay zone (ECPO) and no portion of the plat is within the Park City Soils Ordinance boundary.
7. The subdivision creates non-conforming rear setbacks for an existing outbuilding and a guest house on Lot 5.
8. The subdivision complies with the Land Management Code regarding final subdivision plats, including SF zoning requirements, general subdivision requirements, and lot and street design standards and requirements.
9. General subdivision requirements related to 1) drainage and storm water; 2) water facilities; 3) sidewalks and trails; 4) utilities such as gas, electric, power, telephone, cable, etc.; and 5) preservation of natural amenities and features, have been addressed through the Annexation and subdivision plat review process as required by the Land Management Code.
10. Sanitary sewer facilities are required to be installed in a manner prescribed by

the Snyderville Basin Water Reclamation District (SBWRD).

11. The property is subject to the Employee/Affordable Housing requirements of the Affordable Housing Guidelines and Standards Resolution 20-07. One Affordable Unit Equivalent equals 900 square feet. The affordable housing obligation determined at the time of the annexation is 15% of 6 new units or 0.9 AUE (810 sf). The affordable housing obligation has been satisfied with payment of an in-lieu fee as approved by the Park City Housing Authority.
12. Land uses proposed in the second phase subdivision include three single family lots and one lot to be dedicated to the HOA for common recreation facilities, such as the existing riding arena. Only one single family home and one barn are permitted to be constructed on each of Lots 6 and 7. Lot 6 contains an existing hay barn that may remain. Lot 5 contains an existing house, a guest house, a storage shed, and two barns that may remain.
13. Per the Land Management Code, a maximum of 2 horses per acre of lot area are permitted on lots containing one acre or more, subject to an administrative conditional use permit and an animal management plan.
14. The PCMC Parcel that is adjoining Lots 6 and 7 allows only those uses permitted by the Deed of Conservation Easement.
15. The subdivision plat is consistent with the purpose statements of the SF zone. The SF zone does not allow nightly rental uses and restricting this use is consistent with the character of the surrounding neighborhood.
16. Areas of wetlands and irrigation ditches, and any required setbacks from these areas for the private road were identified during the annexation.
17. The proposed subdivision is outside the City's Soils Ordinance District.
18. Wetlands are protected by language in the LMC and Annexation Agreement requiring building pad locations, setbacks, and requirements for protection of sensitive lands during construction. Delineated wetland buffer areas are shown on the plat.
19. There is good cause for this subdivision plat in that it creates legal lots of record from metes and bounds described parcels; memorializes and expands utility easements and provides for new utility easements for orderly provision of utilities; provides access easements for adjacent property; provides no build areas for protection of the City's Open Space and wetland buffer areas, and is consistent with the approved the Richards/PCMC Annexation Agreement and preliminary subdivision plat.
20. The findings in the Analysis section are incorporated herein.

#### 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 plan by the Snyderville Basin Water Reclamation District is required prior to final plat recordation.
5. A landscape and irrigation plan shall be submitted for City review and approval for each lot, prior to building permit issuance. All applicable requirements of the LMC regarding top soil preservation, final grading, and landscaping shall be completed prior to issuance of a certificate of occupancy.
6. An industry standard Third Party inspector shall be mutually agreed upon by the Chief Building Official and the applicant prior to issuance of a building permit to provide third party inspection for compliance with LEED for Homes Silver rating, per the Annexation Agreement.
7. A construction mitigation plan (CMP) shall be submitted and approved by the City for compliance with the Municipal Code, LMC, and conditions of the Annexation Agreement prior to building permit issuance.
8. A financial guarantee, in a form and amount acceptable to the City and in conformance with the conditions of approvals has been provided to the City for public improvements. A portion of the guarantee, to be determined by the City Engineer, shall be held by the City through the warranty period and until such improvements are accepted by the City.
9. All standard project conditions shall apply.
10. Recordation of a final subdivision plat is a requirement prior to issuance of building permits.
11. The final subdivision plat shall include plat notes stating that the maximum density of the second phase subdivision is three (3) single family dwelling units and that no lot shall be further subdivided to increase the overall density of the subdivision. Lot 8 (to be renamed Parcel 8) is not a residential building lot and shall be dedicated to the Thaynes Creek Ranch Estates HOA as a common recreation parcel that may contain the existing riding arena, a storage area, and other associated uses identified in the CCRs. Barns shall not be used for human occupation.

12. All exterior lighting shall be reviewed with each building permit application for compliance with best lighting practices as recommended by the Dark Skies organization.
13. Fencing shall be consistent through-out the subdivision. A fencing plan shall be submitted with each building permit application to allow Staff to review all fencing for consistency through-out the subdivision and to review impacts of fencing on wildlife movement through the site. The fencing plan shall include location of fences and materials, dimensions, and installation methods and shall be consistent with the fencing plan approved with the preliminary plat.
14. Construction of a five foot wide public side walk along Payday Drive connecting the existing sidewalk on the north side of the street with a pedestrian crossing at Iron Mountain Drive is required to provide connectivity to Rotary Park. The sidewalk and all required public improvements, including landscaping of the public right-of-way along Payday Drive, shall be completed prior to issuance of a certificate of occupancy for any new house located on either the Phase One or Phase Two plats.
15. A grading plan and landscape plan shall be submitted with each building permit application and this requirement shall be noted on the final subdivision plat. Excavated materials shall remain on site to the greatest extent possible and shall be addressed with the grading plan.
16. A note shall be included on the final subdivision plat requiring each new house in the development to meet LEED for Homes Silver Rating certification (at a minimum) with required water conservation requirements as further described in the Annexation Agreement.
17. A note shall be added to the final subdivision plat stating that the Planning Director may grant an administrative Conditional Use permit for the raising and grazing of horses on these lots, including a barn located within an identified building pad on the final subdivision plat, provided the application complies with the LMC requirements for raising and grazing of horses and providing an Animal Management Plan is submitted and approved.
18. A note shall be added to the final subdivision plat indicated that barns may not be used for human occupation.
19. A note shall be included on the final plat indicating that barns shall be designed to be architecturally compatible with the house on the same lot, including architectural design, materials, colors, and character.
20. All conditions and restrictions of the Annexation Agreement shall continue to apply to the Final Subdivision plat and shall be noted on the plat prior to recordation.
21. Ownership of water rights shall not affect the application of the Impact Fee Ordinance to the Property at the time of development of the lots as further described in the Annexation Agreement.
22. Modified 13-D residential fire sprinklers are required for all new construction as required by the Chief Building Official.
23. The plat shall note that Lots 5, 6 and 7 are restricted to a maximum house building footprint of 4,150 sf, including the garage. Barn footprints are restricted to a maximum of 1,300 sf for Lots 6 and 7. Lot 5 has an existing single family house (3,906 sf footprint), an existing guest house (1,398 sf footprint), a shed (2,349 sf footprint), and two barns (2,203 sf and 1,690 sf)

that may remain. Lot 6 has an existing hay barn with a 1,585 sf footprint that may remain in addition to the allowed 1,300 sf barn. All new construction shall meet LMC lot and site requirements in effect at the time of the building permit and shall comply with these plat notes.

24. Maximum irrigated area for finished landscape (excluding pasture areas irrigated with private irrigation shares) is 16,000 sf for Lots 6 and 7. All landscaping shall comply with LMC Section 15-5-5 (M). Trees, such as cottonwoods, willows, aspens, and fruit trees may be planted in the pasture areas provided they are irrigated only with private irrigation shares.
25. Maximum LOD area (including house and barn footprints, paved driveways, patios and other hardscape, and irrigated landscaping) for Lots 5, 6 and 7 is restricted to a maximum of 45% of the Lot Area. Area necessary for utility installation is excluded from the maximum LOD area calculation and if utility installation is within the pasture areas it shall be re-vegetated with like pasture vegetation. Designated "no-building zones" and wetland buffer areas shall not be impacted or disturbed by construction activities, with the exception of necessary utilities, irrigation facilities, and fence installation and repairs. Use of these areas by horses is subject to an Administrative Conditional Use permit and Animal Management Plan.
26. All new construction on Lot 5 shall comply with the Land Management Code in effect at the time of building permit application for the new construction.
27. Lot 8 shall be renamed on the final plat as Parcel 8 and clearly noted as a non-residential parcel.

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

PASSED AND ADOPTED this \_\_\_\_ day of \_\_\_\_\_, 2014.

PARK CITY MUNICIPAL  
CORPORATION

\_\_\_\_\_  
Jack Thomas, MAYOR

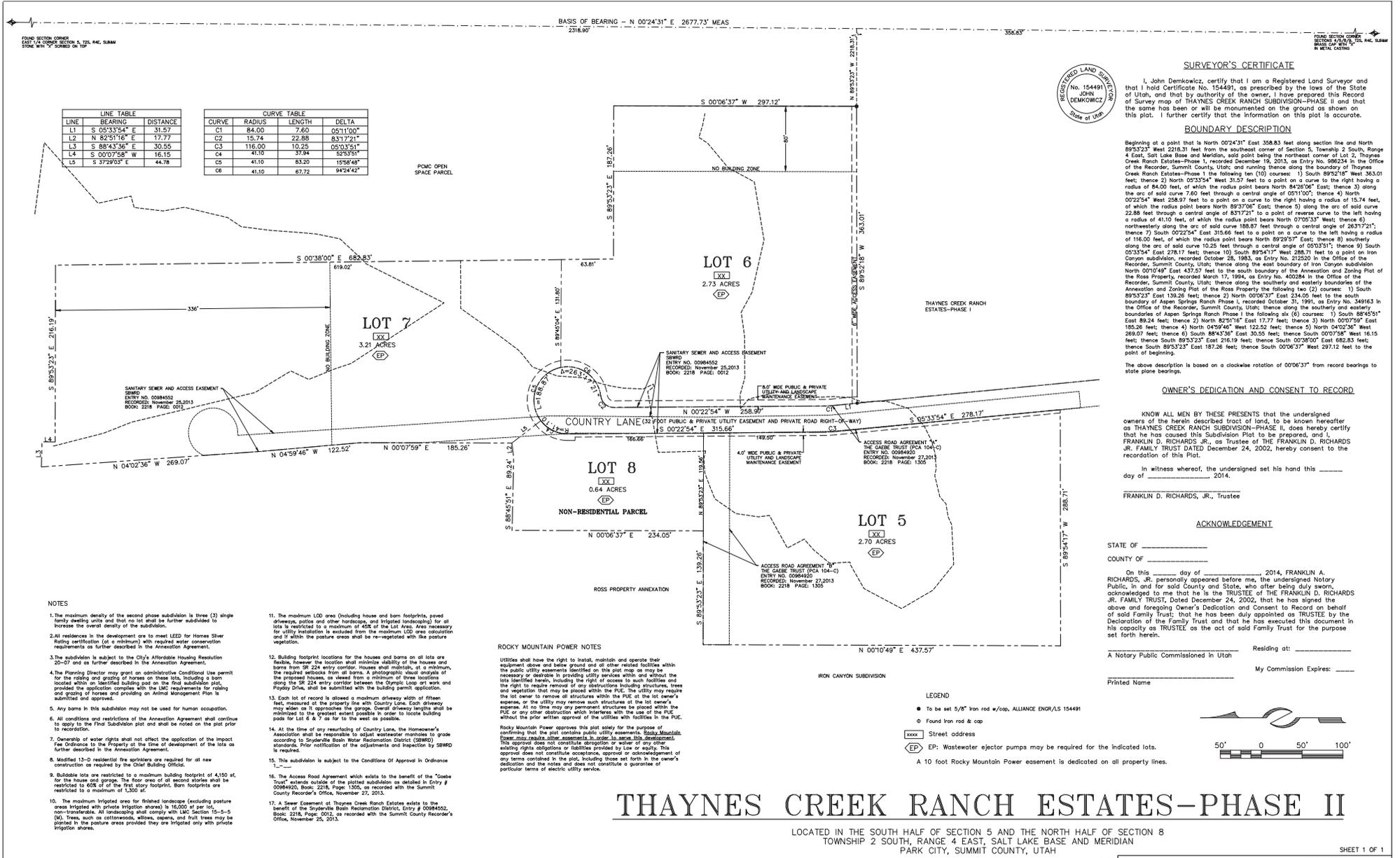
ATTEST:

\_\_\_\_\_  
Marci Heil, City Recorder

APPROVED AS TO FORM:

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

# EXHIBIT A



### 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 THAYNE'S CREEK RANCH SUBDIVISION-PHASE II and that the same has been or will be monumented on the ground as shown on this plot. I further certify that the information on this plot is accurate.

### BOUNDARY DESCRIPTION

Beginning at a point that is North 00°24'31" East 358.83 feet along section line and North 89°53'23" West 2218.31 feet from the southeast corner of Section 5, Township 2 South, Range 4 East, Salt Lake Base and Meridian, said point being the northeast corner of Lot 2, Thayne's Creek Ranch Estates-Phase I, recorded December 19, 2013, as Entry No. 986234 in the Office of the Recorder, Summit County, Utah; and running thence along the boundary of Thayne's Creek Ranch Estates-Phase I the following ten (10) courses: 1) South 89°52'18" West 363.01 feet; thence 2) North 00°53'54" West 315.71 feet to a point on a curve to the right having a radius of 84.00 feet, of which the radius point bears North 84°26'08" East; thence 3) along the arc of said curve 7.60 feet through a central angle of 05°11'00"; thence 4) North 00°25'54" West 258.97 feet to a point on a curve to the right having a radius of 15.74 feet, of which the radius point bears North 89°37'06" East; thence 5) along the arc of said curve 22.88 feet through a central angle of 83°17'21" to a point of reverse curve to the left having a radius of 41.10 feet, of which the radius point bears North 07°05'33" West; thence 6) northwesterly along the arc of said curve 188.87 feet through a central angle of 283°17'21"; thence 7) South 00°22'54" East 315.66 feet to a point on a curve to the left having a radius of 116.00 feet, of which the radius point bears North 89°29'57" East; thence 8) southerly along the arc of said curve 10.25 feet through a central angle of 00°33'17"; thence 9) South 05°33'54" East 278.17 feet; thence 10) South 89°54'17" West 288.71 feet to a point on Iron Canyon subdivision, recorded October 28, 1983, as Entry No. 212320 in the Office of the Recorder, Summit County, Utah; thence along the east boundary of Iron Canyon subdivision North 00°14'49" East 437.57 feet to the south boundary of the Annexation and Zoning Plat of the Ross Property, recorded March 17, 1994, as Entry No. 400284 in the Office of the Recorder, Summit County, Utah; thence along the southerly and easterly boundaries of the Annexation and Zoning Plat of the Ross Property the following two (2) courses: 1) South 89°53'23" East 139.26 feet; thence 2) North 00°06'37" East 234.05 feet to the south boundary of Aspen Springs Ranch Phase I, recorded October 31, 1981, as Entry No. 148163 in the Office of the Recorder, Summit County, Utah; thence along the southerly and easterly boundaries of Aspen Springs Ranch Phase I the following six (6) courses: 1) South 89°45'51" East 89.24 feet; thence 2) North 82°51'18" East 17.77 feet; thence 3) North 00°07'59" East 185.26 feet; thence 4) North 04°59'47" West 122.52 feet; thence 5) North 04°02'36" West 269.07 feet; thence 6) South 88°43'36" East 30.55 feet; thence South 00°07'58" West 16.15 feet; thence South 89°53'23" East 216.19 feet; thence South 00°38'00" East 682.83 feet; thence South 89°53'23" East 192.78 feet; thence South 00°03'37" West 297.12 feet to the point of beginning.

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

### OWNER'S DEDICATION AND CONSENT TO RECORD

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

In witness whereof, the undersigned set his hand this day of \_\_\_\_\_ 2014.

FRANKLIN D. RICHARDS, JR., Trustee

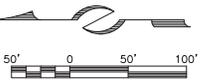
### ACKNOWLEDGEMENT

STATE OF \_\_\_\_\_  
 COUNTY OF \_\_\_\_\_

On this \_\_\_\_\_ day of \_\_\_\_\_, 2014, FRANKLIN A. RICHARDS, JR. personally appeared before me, the undersigned Notary Public, in and for said County and State, who after being duly sworn, acknowledged to me that he is the TRUSTEE of the FRANKLIN D. RICHARDS JR. FAMILY TRUST, Dated December 24, 2002, that he has signed the above and foregoing Owner's Dedication and Consent to Record on behalf of said Family Trust; that he has been duly appointed as TRUSTEE by the Declaration of the Family Trust and that he has executed this document in his capacity as TRUSTEE as the act of said Family Trust for the purpose set forth herein.

Residing at: \_\_\_\_\_  
 My Commission Expires: \_\_\_\_\_  
 Printed Name \_\_\_\_\_

I, a Notary Public Commissioned in Utah \_\_\_\_\_



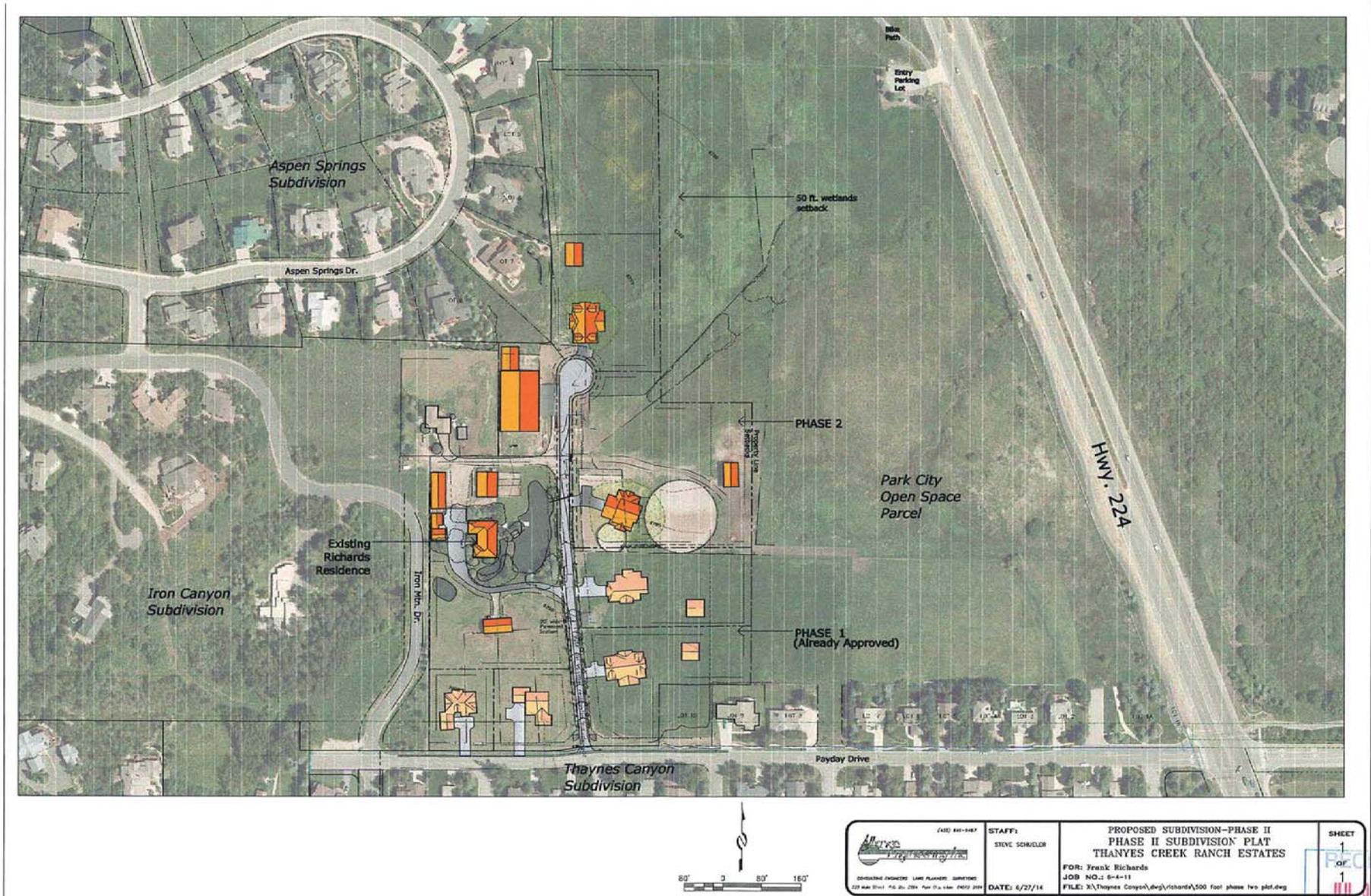
# THAYNE'S CREEK RANCH ESTATES-PHASE II

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

SHEET 1 OF 1

|   |   |   |  |  |  |  |  |
|---|---|---|--|--|--|--|--|
| <p>(435) 640-9487<br/>                 CONSULTING ENGINEERS LAND PLANNERS SURVEYORS<br/>                 223 Main Street P.O. Box 2684 Park City, Utah 84060-2684</p> | SNYDERVILLE BASIN WATER RECLAMATION DISTRICT<br>REVIEWED FOR CONFORMANCE TO SNYDERVILLE BASIN WATER RECLAMATION DISTRICT STANDARDS ON THIS _____ DAY OF _____, 2014 A.D.<br>BY _____ S.B.W.R.D. | PLANNING COMMISSION<br>APPROVED BY THE PARK CITY PLANNING COMMISSION THIS _____ DAY OF _____, 2014 A.D.<br>BY _____ CHAIR | ENGINEER'S CERTIFICATE<br>I FIND THIS PLAT TO BE IN ACCORDANCE WITH INFORMATION ON FILE IN MY OFFICE THIS _____ DAY OF _____, 2014 A.D.<br>BY _____ PARK CITY ENGINEER | APPROVAL AS TO FORM<br>APPROVED AS TO FORM THIS _____ DAY OF _____, 2014 A.D.<br>BY _____ PARK CITY ATTORNEY | CERTIFICATE OF ATTEST<br>I CERTIFY THIS RECORD OF SURVEY MAP WAS APPROVED BY PARK CITY COUNCIL THIS _____ DAY OF _____, 2014 A.D.<br>BY _____ PARK CITY RECORDER | COUNCIL APPROVAL AND ACCEPTANCE<br>APPROVAL AND ACCEPTANCE BY THE PARK CITY COUNCIL THIS _____ DAY OF _____, 2014 A.D.<br>BY _____ MAYOR | RECORDED<br>STATE OF UTAH, COUNTY OF SUMMIT, AND FILED AT THE REQUEST OF _____ DATE _____ TIME _____<br>ENTRY NO. _____ FEE _____ RECORDER _____ |
|   | JOB NO. 1-6-14 FILE: X:\Thayne'sCreekRanch-9891.dwg\wp1\wp12014\010514.dwg  |   |  |  |  |  |  |

EXHIBIT B





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.

---

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

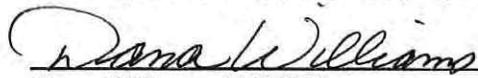
obligation shall be provided on the property, unless otherwise approved by the Park City Housing Authority. If the affordable housing unit is provided within the subdivision, the unit will not count against the maximum allowed density.

- 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.

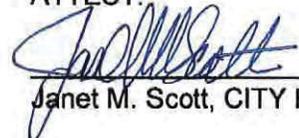
SECTION 6. EFFECTIVE DATE. This Ordinance shall take effect upon publication of this Ordinance, recordation of the Annexation Plat and Annexation Agreement, and in compliance with state annexation filing requirements, pursuant to the Utah Code Annotated Section 10-2-425.

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:



\_\_\_\_\_  
Thomas A. Daley, Sr. DEPUTY CITY ATTORNEY

Attachment- Annexation Agreement and Exhibits

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

---

### RICHARDS PARCEL ANNEXATION AGREEMENT

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

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

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

**SURVEYOR'S CERTIFICATE**

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

*J. Demkowicz*  
John Demkowicz LS 15445  
Date: 3-4-2013



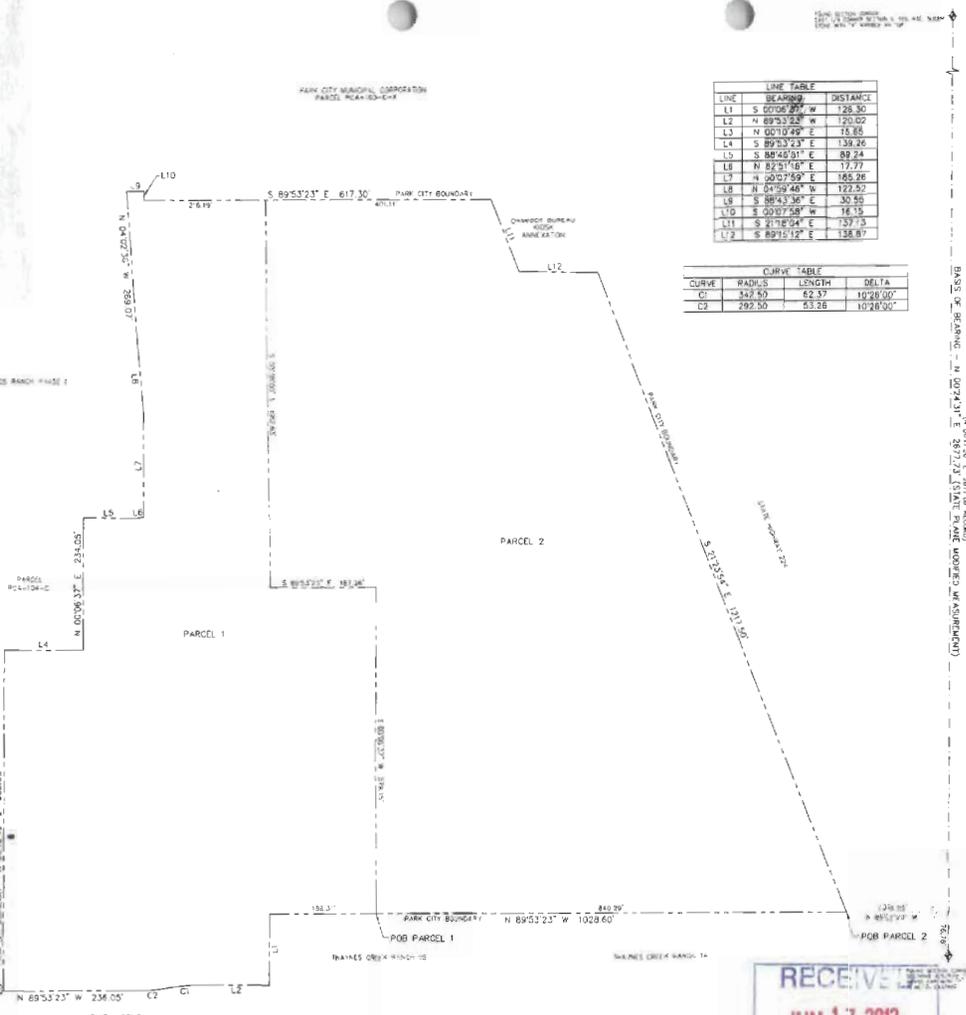
**BOUNDARY DESCRIPTION**

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

Beginning at point that is North 00°24'31" East 76.78 feet along section line and North 89°53'23" West 2216.84 feet from the southwest corner of Section 2, Township 2 South, Range 4 East, Salt Lake Base and Meridian, said point also being located on the north boundary of Thynnes Creek Ranch 18 Subdivision, recorded May 24, 1994, as Entry No. 400841 in the office of the recorder, Summit County, Utah, then along bearing thence using said subdivision boundary the following two courses: 1) North 89°53'23" West 188.3 feet, thence 2) South 00°06'57" West 128.30 feet to a point on the westerly right-of-way of Payette Drive as shown on Thynnes Canyon Subdivision plat, recorded July 26, 1977, as Entry No. 115623 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 228.02 feet to a point on a curve to the left having a radius of 347.50 feet, at which the radius point bears South 00°06'37" West, thence 2) along the arc of said curve 92.37 feet through a central angle of 102°00' to a point of tangency to the left having a radius of 292.50 feet, at which the radius point bears North 10°18'21" West, thence 3) westerly along the arc of said curve 53.26 feet through a central angle of 102°00', thence 4) North 89°53'23" West 236.02 feet, thence North 00°10'48" East 15.83 feet to the southeast corner of Iron Canyon Subdivision, recorded October 26, 1983, as Entry No. 212520 in the office of the recorder, Summit County, Utah, thence along said subdivision boundary North 00°10'48" East 288.65 feet to a point on the southerly boundary of the Annexation and zoning Plat of the Pros Property recorded March 17, 1994, as Entry No. 400874 in the office of the recorder, Summit County, Utah, thence along the east boundary the following two (2) courses: 1) South 89°53'23" East 139.26 feet, thence 2) North 00°06'37" East 234.00 feet to a point on the southerly boundary of Aspen Springs Ranch, Tracts 1 Subdivision, recorded October 30, 1991, as Entry No. 348913 in the office of the recorder, Summit County, Utah, thence along said subdivision boundary the following six (6) courses: 1) South 88°45'01" East 89.26 feet, thence 2) North 82°01'00" East 12.77 feet, thence 3) North 00°07'58" East 165.26 feet, thence 4) North 64°50'45" West 123.33 feet, thence 5) North 04°02'36" West 268.07 feet, thence 6) South 88°33'48" East 203.55 feet to a point on the westerly boundary of Park City Municipal Corporation parcel PCA-103-C-C, thence along said parcel boundary the following two (2) courses: 1) South 00°07'36" West 16.15 feet, thence 2) South 89°53'23" East 218.19 feet, thence South 00°06'37" East 682.83 feet, thence South 89°53'23" East 187.26 feet, thence South 00°06'37" West 879.15 feet to the point of beginning. Description contains 13.75 acres.

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

Beginning at point that is North 00°24'31" East 76.78 feet along section line and North 89°53'23" West 1326.20 feet from the southwest corner of Section 5, Township 2 South, Range 4 East, Salt Lake Base and Meridian, said point also being on the north boundary of Thynnes Creek Ranch 14, recorded July 11, 1980, as Entry No. 343488 in the office of the recorder, Summit County, Utah, and running thence along the north boundary of Thynnes Creek Ranch 14 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-C, thence along said parcel boundary South 89°53'23" East 402.11 feet to a point on the westerly boundary of the Chamber Range Annexation Plat, recorded January 2, 1989, as Entry No. 244420 in the office of the recorder, Summit County, Utah, thence along said plat boundary the following two (2) courses: 1) South 21°18'04" East 137.13 feet, thence 2) South 89°53'23" East 136.87 feet to the westerly right-of-way of State Highway 224, thence along said right-of-way South 21°23'54" East 127.50 feet to the point of beginning. Description contains 19.74 acres.



**LINE TABLE**

| LINE | BEARING       | DISTANCE |
|------|---------------|----------|
| L1   | S 00°06'37" W | 128.30   |
| L2   | N 89°53'23" W | 120.02   |
| L3   | N 00°10'48" E | 15.86    |
| L4   | S 89°53'23" E | 139.26   |
| L5   | S 88°45'01" E | 89.24    |
| L6   | N 82°01'00" E | 12.77    |
| L7   | N 00°07'58" E | 165.26   |
| L8   | N 64°50'45" W | 123.33   |
| L9   | S 88°33'48" E | 203.55   |
| L10  | S 00°07'36" W | 16.15    |
| L11  | S 21°18'04" E | 137.13   |
| L12  | S 89°53'23" E | 136.87   |

**CURVE TABLE**

| CURVE | RADIUS | LENGTH | DELTA   |
|-------|--------|--------|---------|
| C1    | 347.50 | 62.37  | 102°00' |
| C2    | 292.50 | 53.26  | 102°00' |

**RICHARDS/PCMC ANNEXATION**

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



FILE NO. S0007775  
RECORDED BY 16-19  
DATE 06-17-2013  
BY [Signature]

COUNTY SURVEYOR FILING STATE OF UTAH COUNTY SUMMIT  
APPROVED AS TO FORM SUMMIT COUNTY SURVEYOR  
THIS 02 DAY OF March 2013 A.D.  
*Wade Wille*  
ACTING SUMMIT COUNTY SURVEYOR

PLANNING COMMISSION  
FORWARDED A RECOMMENDATION THIS 09 DAY OF March 2013 A.D.  
BY THE PARK CITY PLANNING COMMISSION  
*Wade Wille*  
CHAIRMAN

ENGINEER'S CERTIFICATE  
I FIND THIS PLAT TO BE IN ACCORDANCE WITH INFORMATION ON FILE IN MY OFFICE THIS 09 DAY OF March 2013 A.D.  
BY [Signature]  
PARK CITY ENGINEER

CITY ATTORNEY  
APPROVED AS TO FORM THIS 04 DAY OF March 2013 A.D.  
BY [Signature]  
PARK CITY ATTORNEY

CERTIFICATE OF ATTEST  
I CERTIFY THIS RECORD OF SURVEY MAP WAS APPROVED BY PARK CITY COUNCIL THIS 03 DAY OF March 2013 A.D.  
BY [Signature]  
PARK CITY RECORDER

COUNCIL APPROVAL AND ACCEPTANCE # 96797  
APPROVAL AND ACCEPTANCE BY THE PARK CITY COUNCIL THIS 01 DAY OF March 2013 A.D.  
BY [Signature]  
MAYOR

STATE OF UTAH, COUNTY OF SUMMIT, and FILED AT THE REQUEST OF Park City Municipal Corp. DATE 6/17/2013 TIME 2:18 PM BOOK PAGE 408  
BY [Signature]  
RECORDER

RECORDED  
STATE OF UTAH, COUNTY OF SUMMIT, and FILED AT THE REQUEST OF Park City Municipal Corp. DATE 6/17/2013 TIME 2:18 PM BOOK PAGE 408  
BY [Signature]  
RECORDER

EXHIBIT C

EXHIBIT B

PARK CITY MUNICIPAL CORPORATION ANNEXATION

January 6, 2012

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

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

Description contains 19.74 acres.

X:\ThaynesCanyon-spm\docs\desc\2-pcmc annex.doc

## RICHARDS ANNEXATION

January 6, 2012

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

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

Description contains 13.75 acres.

X:\ThaynesCanyon-spm\docs\desc\1-richards annex.doc

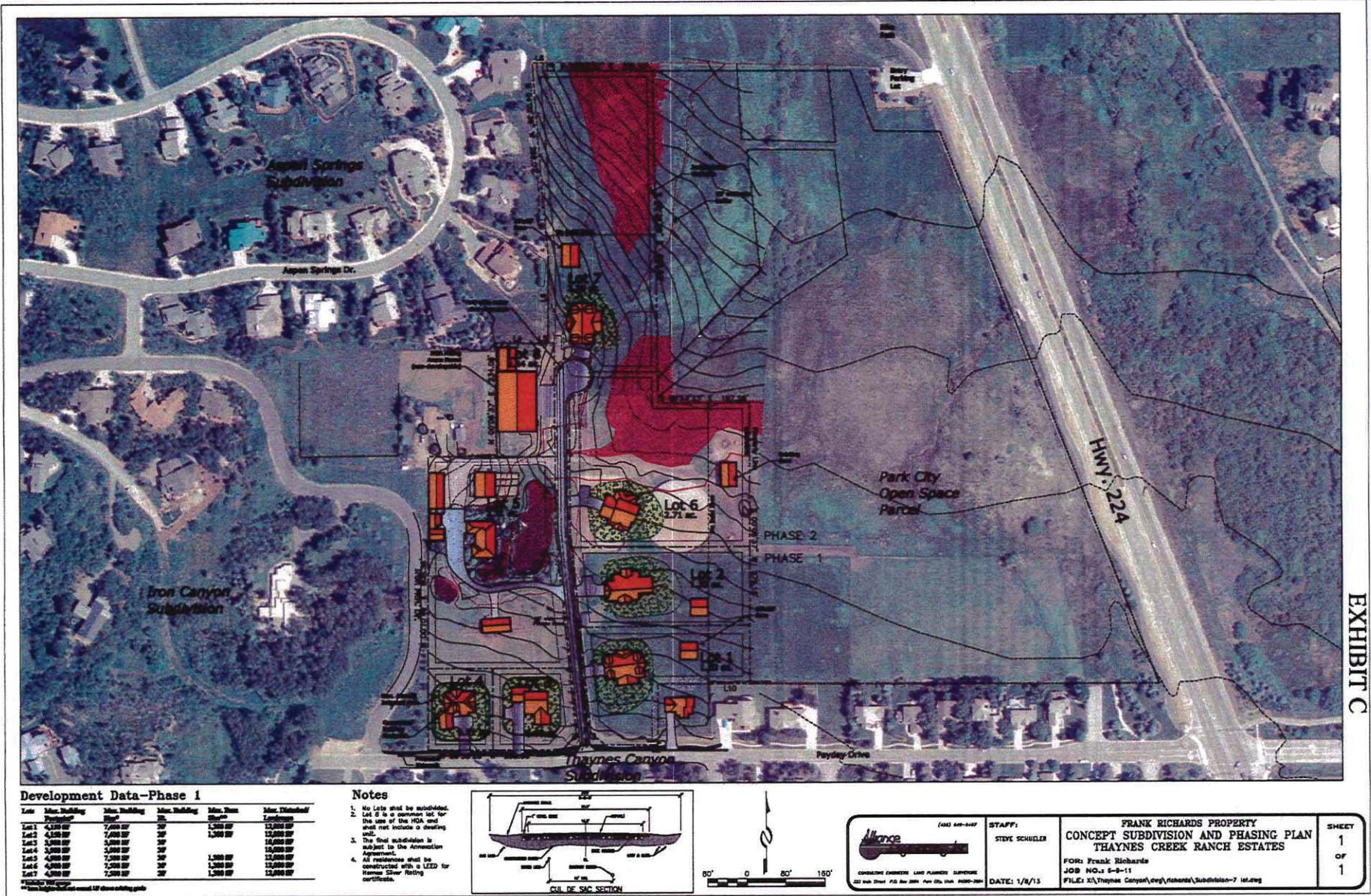


EXHIBIT C

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 PC0721

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

BK1688 PG0723

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

- 7.1 **Grantee's Discretion.** Enforcement of the terms of this Easement shall be at the discretion of Grantee, and any forbearance by Grantee to exercise its rights under this Easement in the event of any breach of any term of this Easement by Grantor shall not be deemed or construed to be a waiver by Grantee of such term or of any subsequent breach of the same or any other term of this Easement or of any right or remedy upon 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 PG0725

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

BK1688 PC0726

16. General Provisions.

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

BK1688 PG0727

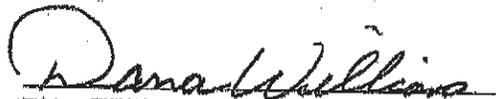
- j. Counterparts. The parties may execute this instrument in two or more counterparts, which shall, in the aggregate, be signed by both parties; each counterpart shall be deemed an original instrument as against any party who has signed it. In the event of any disparity between the counterparts produced,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

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

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

GRANTOR:

PARK CITY MUNICIPAL CORPORATION

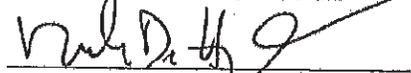
  
Dana Williams, Mayor

ATTEST:

  
Janet M. Scott, City Recorder



APPROVED AS TO FORM:

  
Mark D. Harrington, City Attorney

GRANTEE:

SUMMIT LAND CONSERVANCY

  
Jennifer Guetschow, Executive Director

BK1688 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 PG0729

**EXHIBIT A**

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

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

SC 104-1-87  
PCA 104-1-87

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

Subject to all matters of record.

BK1688 PG0730

**SPECIAL WARRANTY DEED**  
(Richards Property)

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

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

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

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

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

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

THE TRUST FOR PUBLIC LAND

By: *Ted O. Harrison*

Name: *Ted O. Harrison*

Title: *Vice President*

WARRANTY DEED - Page 1

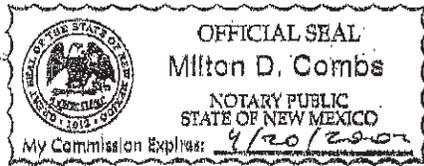
00547538 5x01285 P601140-01142  
9-1600  
ALAN SPRIGGS, SUMMIT CO RECORDER  
1999 AUG 31 09:20 AM FEE \$14.00 BY OMC  
REQUEST: FIRST AMERICAN TITLE CO UTAH

*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 Bc01235 Pg01141

# EXHIBIT D

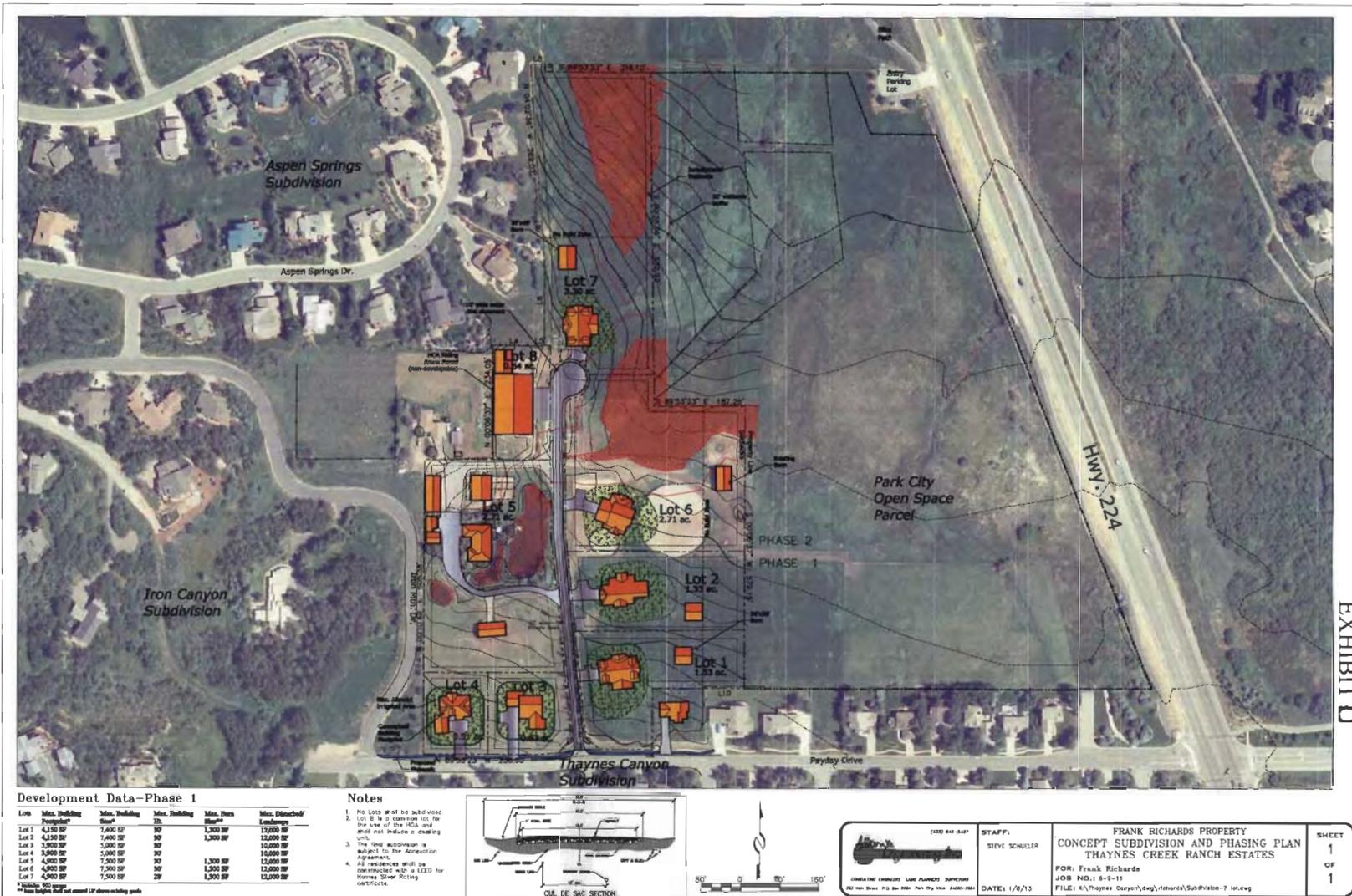


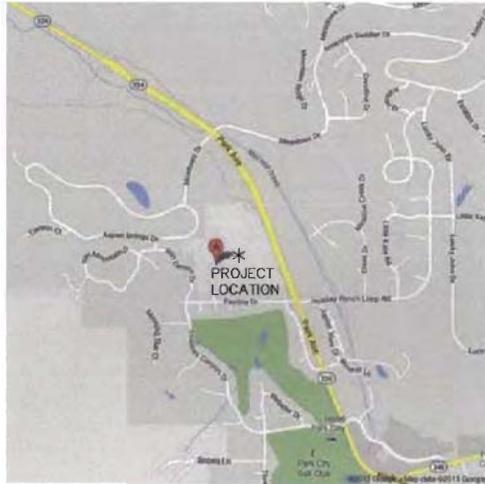
EXHIBIT D

# EXHIBIT E

## Exhibit H - House Size Comparison in the Neighborhood

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

VICINITY MAP



# 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

**GENERAL NOTES**

- C-1 ALL WORK PERFORMED SHALL BE DONE IN ACCORDANCE WITH THE FOLLOWING PLANS & SPECIFICATIONS:
  - A. Park City Municipal Construction Design Standards, Construction Specifications, and Standard Drawings, April 2007 or latest edition.
  - B. Supplemental Water Reclamation District (SRWRD) Development, Process, Design Standards and Construction Specifications, April 16, 2012 or latest edition.
  - C. Manual of Uniform Traffic Control Devices 2003 Edition, Revision # November 2004, Revision # December 2007.
  - D. USDOT Standard Specifications for Road and Bridge Construction, latest edition (for improvements in the USDOT right of way).
  - E. Special conditions of approval and/or permits as required and/or issued by regulatory bodies.
  - F. Approved construction plans and details.
  - G. Storm Water Pollution Prevention Plan (SWPPP)
- C-2 Contractor/Owner shall submit a copy of the specifications, at his cost. Copies of the specifications shall be kept at the job site by the contractor and be available for the contractor, subcontractor, owner or his agent, design engineer, city engineer, SRWRD engineer, Park City engineer, and their designated representatives and inspectors.
- C-3 The contractor shall be responsible for ground and surface water control during construction. The requirement shall include, but not be limited to the installation of silt fences, erosion control, catch basins, sediment basins, and road construction.
- C-4 The contractor shall maintain accurate records of "As Built" conditions of all underground work. The "As Built" shall be tied to nearby defined monuments and/or surface measurements or be required by accuracy by the "As Built" conditions. The "As Built" information shall be given to the owner and be incorporated in the final "As Built" drawings. Special "As Built" requirements for utility, sewer mains are located on SRWRD Section 0222.
- C-5 Refer to any excavation work, the contractor shall contact Blue Stakes for location of existing utilities. The contractor shall be responsible for determining the location of utilities, whether shown on the plans or not, and protecting the utilities during construction. If existing utility lines conflict in location with new construction, the contractor shall notify the engineer in order to resolve the conflict.
- C-6 The contractor shall have a qualified representative to locate gas lines, water lines, drainage, fire, and connections to existing features using proper ground spring techniques when the soil is not dense to allow the use of hand or electronic methods.
- C-7 All work performed shall be guaranteed by the contractor and/or his surety against all defects in materials and workmanship of whatever nature for a period of one (1) year from the date of final acceptance of the work by SRWRD.
- C-8 The contractor shall be responsible for the installation and maintenance of adequate signs, traffic devices, and warning devices to inform and protect the public during all phases of construction, the contractor shall submit to the Owner and Design Engineer for approval.
- C-9 Construction meetings shall be an integral part of the project. Construction meetings shall include, but shall not be limited to earthwork, trench back-fill, base courses, and culvert placement. Construction meetings shall be performed by a qualified, independent, testing company retained by the contractor.
- C-10 The contractor shall be required to install the Park City Meter before making up the water system. The work includes, but not limited to, the shutdown or relocation of the water system and connections to the existing water main, or sewerage collection, and/or other utility.



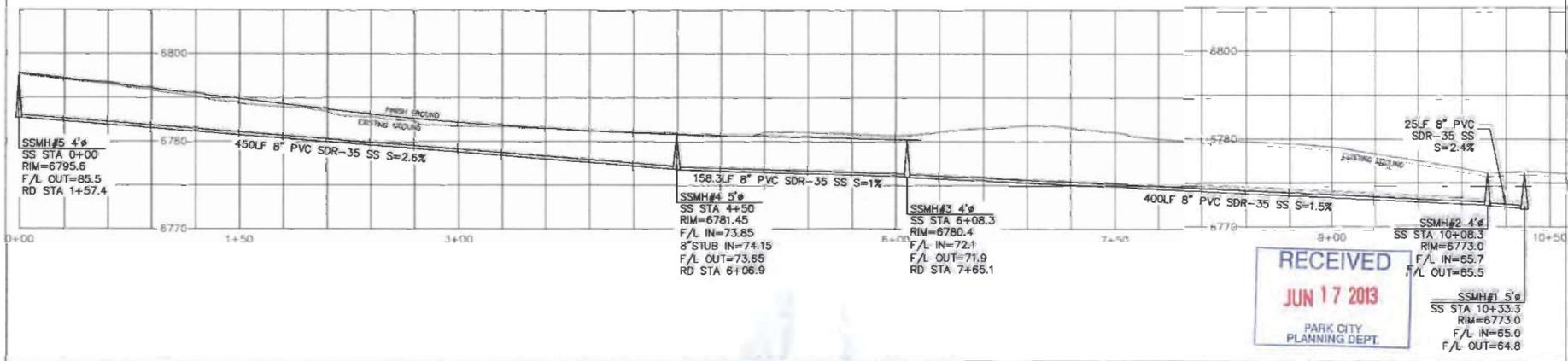
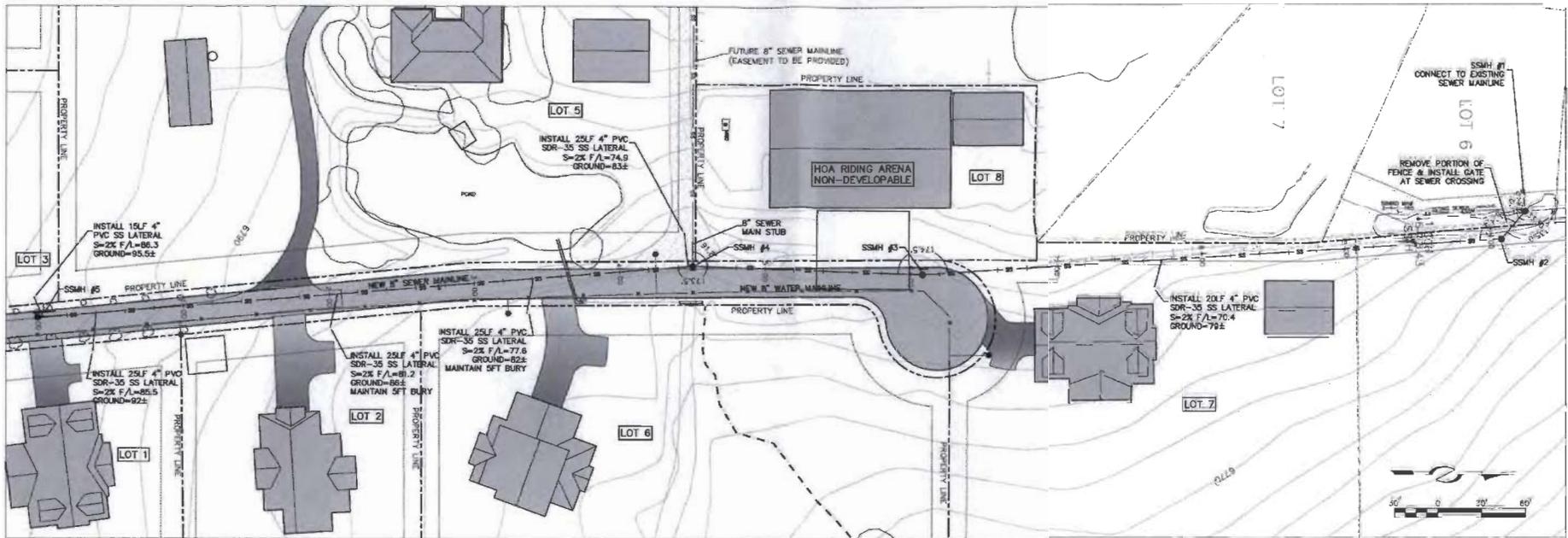
**CIVIL ENGINEER**



EXHIBIT F







**RECEIVED**  
**JUN 17 2013**  
 PARK CITY  
 PLANNING DEPT.

|  |   |  |                                     |
|--|---|--|-------------------------------------|
|  | STAFF:<br>MICHAEL SCHROEDER<br>STEVE SCHUELER   | RICHARDS SUBDIVISION<br>SEWER DESIGN<br>PLAN & PROFILE | SHEET<br><b>2</b><br>OF<br><b>4</b> |
|  | CONSULTING ENGINEER AND PLANNING SERVICES<br>101 West Street, P.O. Box 2000, Park City, Utah 84302-2000 | DATE: 5/15/13  |                                     |



**SURVEYOR'S CERTIFICATE**

I, Mark A. Morrison, do hereby certify that I am a registered land surveyor and that I hold certificate no. 4832736 as provided under the laws of the State of Utah. I further certify that a topographic survey has been made under my direction of the lands shown and described herein. I further certify that this topographic survey is a correct representation of the land surveyed at the time the field work was completed and is in compliance with generally accepted industry standards for accuracy.

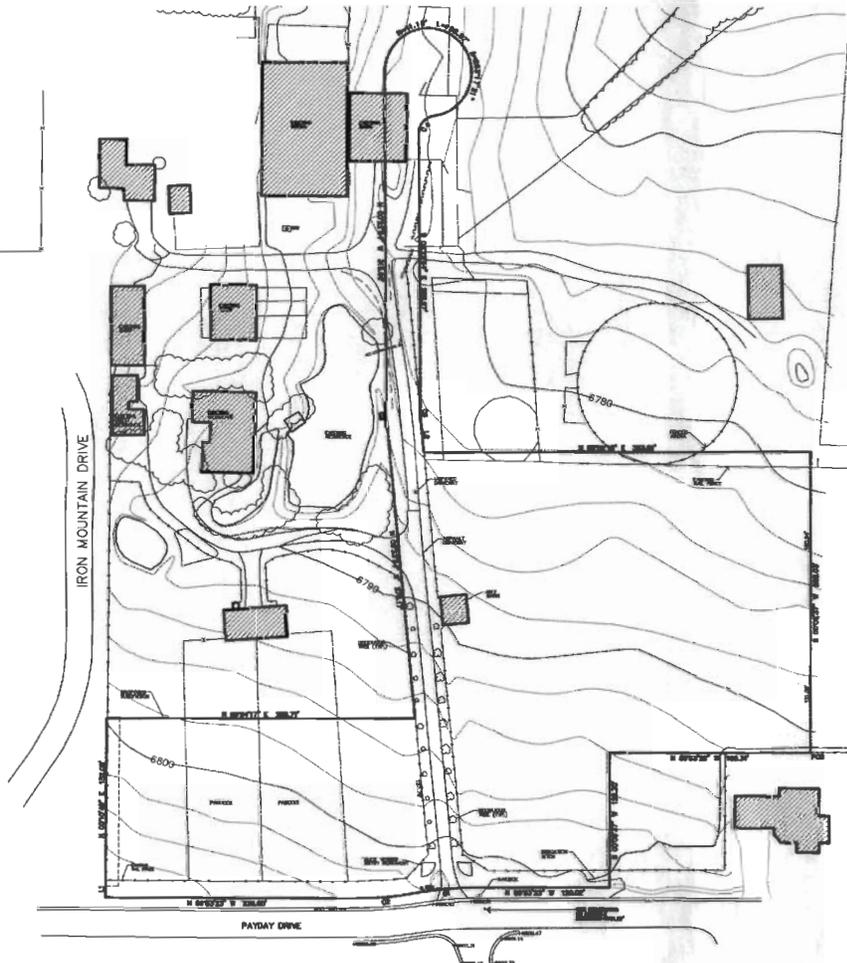
**NOTES**

1. The benchmarks Statutory Lower middle, elevation=6601.67
2. See record of survey plat for easements and restrictions.
3. This topographic map is based on a field survey performed on October 10, 2011.
4. The architect is responsible for verifying building setbacks, zoning requirements and building heights.



| LINE | BEARING       | DISTANCE |
|------|---------------|----------|
| L1   | N 00°30'49" E | 15.85    |
| L2   | S 02°32'42" E | 21.87    |

| CURVE | RADIUS | LENGTH | DELTA   |
|-------|--------|--------|---------|
| C1    | 342.30 | 63.37  | 187.80° |
| C2    | 222.80 | 13.58  | 149.88° |
| C3    | 116.00 | 10.58  | 100.00° |
| C4    | 16.74  | 22.88  | 181.72° |
| C5    | 84.00  | 7.80   | 101.10° |



|  |  |   |                                 |
|--|--|---|---------------------------------|
| <p>(435) 648-0467<br/>CORPORATE ENGINEERS LAND PLANNING SURVEYORS<br/>821 Main Street, P.O. Box 2884, Park City, Utah 84002-0284</p> | <p>STAFF:<br/>MARSHALL EDWARDS<br/>BLAKE MYERS<br/>MARTY MORRISON<br/>STEVE SCHUELER</p> | <p>EXISTING CONDITIONS SURVEY<br/>RICHARDS FARM<br/>510 PAYDAY DRIVE</p>  | <p>SHEET<br/>1<br/>OF<br/>1</p> |
|  | <p>DATE: 7/3/12</p>  | <p>FOR: FRANK RICHARDS<br/>JOB# MO.1 0-9-11<br/>FILES: X:\Theodore\Convey-survey\dwg\lev\topo\12\0-9-12.dwg</p> |                                 |

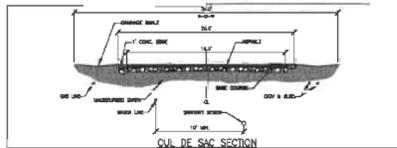
# EXHIBIT G



Development Data-Phase 1

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

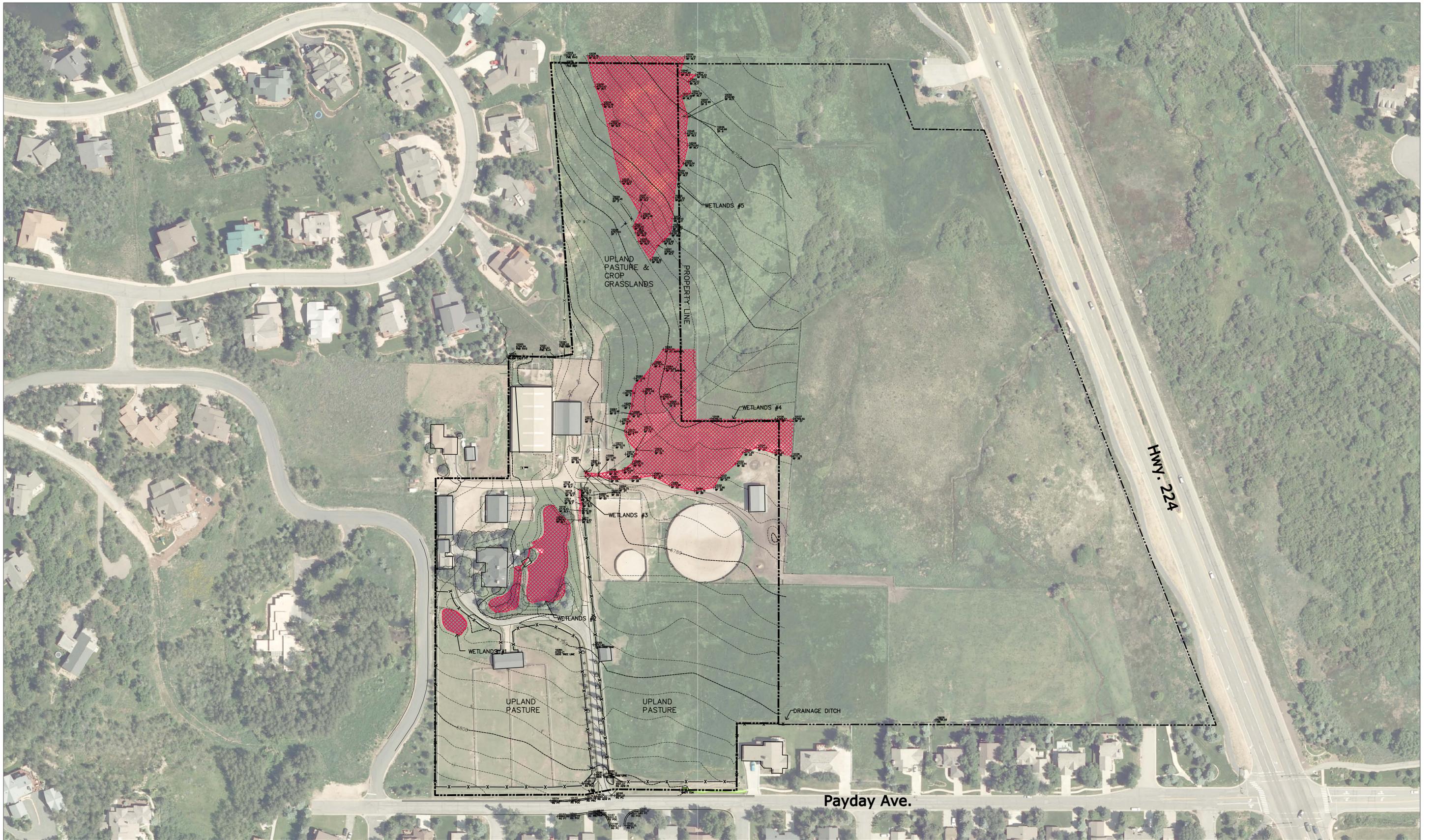
\*Includes 900 garage



|  |   |   |                       |
|--|---|---|-----------------------|
| <br><small>CONSULTING ENGINEERS AND PLANNERS SURVEYORS<br/>122 West Street, P.O. Box 2881, Park City, Utah 84060-2881</small> | <small>(435) 849-8147</small><br>STAFF:<br>STEVE SCHUELER | FRANK RICHARDS PROPERTY<br>CONCEPT SUBDIVISION AND PHASING PLAN<br>THAYNES CREEK RANCH ESTATES<br>FOR: Frank Richards<br>JOB NO.: E-3-11<br>FILE: X:\Thaynes Canyon\dwg\thcr\94\Subdiv\94-7 lot.dwg | SHEET<br>1<br>OF<br>1 |
|  | DATE: 1/8/13  | <b>Fencing Plan</b>   |                       |



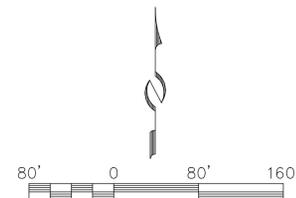
|  |   |  |                                 |
|--|---|--|---------------------------------|
|  <p>(435) 849-9447<br/>CONSULTING ENGINEERS LAND PLANNERS SURVEYORS<br/>523 Main Street, P.O. Box 2004 Park City, Utah 84060-2004</p> | <p><b>STAFF:</b><br/>STEVE SCHUELER</p> | <p>FENCING IMAGES<br/>510 PAYDAY AVE.<br/>RICHARDS PARCEL</p>                                | <p>SHEET<br/>1<br/>OF<br/>1</p> |
|  | <p><b>DATE:</b> 1/9/13</p>              | <p><b>FOR:</b><br/>JOB NO.: 6-9-11<br/><b>FILE:</b> X:\Thoyas\Copy\dwg\richards\bcsw.dwg</p> |                                 |



**WETLANDS AND DRAINAGE**

 Wetlands

| WETLANDS #1  | AREA                          |
|--------------|-------------------------------|
| #1           | 1,650 SF                      |
| #2           | 12,650 SF                     |
| #3           | 161 SF                        |
| #4           | 39,913 SF                     |
| #5           | 40,572 SF                     |
| <b>TOTAL</b> | <b>94,946 SF (2.18 acres)</b> |



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

STAFF:  
 STEVE SCHUELER  
 DATE: 1/23/13

WETLANDS DELINEATION  
 510 PAYDAY AVE.  
 RICHARDS PARCEL  
 FOR:  
 JOB NO.: 6-9-11  
 FILE: X:\Thaynes Canyon\dwg\richards\land use analysis.dwg

SHEET  
 1  
 OF  
 1



# Planning Commission Staff Report



**Subject:** Park City Heights MPD  
**Author:** Kirsten Whetstone, MS, AICP  
**Date:** September 24, 2014  
**Project #:** PL-13- 02009  
**Type of Item:** Ratification of amended Development Agreement

## Summary Recommendations

The Staff recommends the Planning Commission review the amended Park City Heights Master Planned Development (MPD) Development Agreement and consider ratifying the agreement to memorialize the amended MPD approval granted by the Commission on November 6, 2013, including amendments to conditions #36 and #56 as redlined in the amended Action Letter.

## Topic

**Applicant:** Ivory Development LLC, owner  
**Applicant's representative:** Brad Mackay  
**Location:** Richardson Flat Road, east of SR 248 and west of US 40  
**Zoning:** Community Transition (CT)  
**Adjacent Land Uses:** Open Space, Rail Trail, US 40, Quinn's Water Treatment Plant, and vacant land

*Disclosure:* The City retains a security interest as the holder of a Trust Deed in conjunction with a prior transaction regarding the property. However, the City is not an "applicant" and does not have any current ownership in the property.

## Development Agreement Ratification

Attached is the amended Park City Heights Development Agreement (Attachment 1). The amended Development Agreement is redlined to indicate revisions proposed from the originally approved Agreement. Section 15-6-4 (G) of the Land Management Code states that once the Planning Commission has approved a Master Planned Development for a project (*or an amendment*), the approval shall be put in the form of a Development Agreement. The Development Agreement must be ratified by the Planning Commission and signed by the Mayor on behalf of the City Council prior to recordation at the Summit County Recorder's office.

The Land Management Code requires the Development Agreement to be submitted to the City within six (6) months of the approval of the MPD (*or amended MPD*). The Park City Heights MPD was initially approved by the Planning Commission on May 11, 2011 and the original Development Agreement was submitted to the City on August 12, 2011. The original Development Agreement was ratified by the Planning Commission on October 26, 2011 and executed on November 18, 2011, for recordation on November 23, 2011.

On November 6, 2013, the Planning Commission approved amendments to the Park City Heights Master Planned Development as outlined in the attached amended MPD site plan (Exhibit B to the Development Agreement) and amended MPD action letter (Exhibit C to the Development Agreement) that contain the findings of fact, conclusions of law, and conditions of approval of the MPD.

#### Amendment to MPD Condition of Approval #36

During review of the Development Agreement staff discovered an error in the conditions of approval of the amended MPD regarding expiration. Per the LMC (Section 15-6-4 (H)) the MPD expires two years after execution of the Development Agreement, unless construction, as defined by the Uniform Building Code, has commenced on the project. Condition #36 of the amended MPD states that the MPD expires on October 26, 2014.

The original Development Agreement was ratified by the Planning Commission on October 26, 2011 and executed on November 18, 2011 with an expiration date of November 18, 2013. During the amended MPD approval a one year extension was approved by the Planning Commission adding a year to the two year time frame, however the incorrect date was used and Condition #36 should have indicated that the MPD would expire two (2) years after execution of the amended Development Agreement, unless construction, as defined by the Uniform Building Code, has commenced on the project, instead of stating that the MPD would expire on October 26, 2014.

Staff has redlined this change to condition #36 to be ratified at the same time as this amended Development Agreement to reflect the LMC required expiration timeframe (see Exhibit C). The LMC does allow the Planning Commission to grant up to two years to extend an MPD approval. Because the Planning Commission required the applicant to submit a full application for the proposed MPD amendment, the actual expiration timeframe is two years from execution of this amended Development Agreement. If the Planning Commission ratifies the amended Agreement at this meeting the expiration date will be September 24, 2016.

The applicant had commenced construction prior to the first expiration date when the soil issues arose and the need to amend the MPD and first phase of the plat became clear. The revised MPD application was submitted to the City on July 30, 2013, also prior to the initial MPD expiration date of November 18, 2013. Construction has commenced on site work and utilities.

#### Amendment to MPD Condition of Approval #56

Staff also discovered an inconsistency between Findings of Fact #1 and Conditions of Approval #5 and #56 regarding sustainable “green” development requirements. The Annexation Agreement includes language consistent with Condition #5 requiring the development to be constructed to National Association of Home Builders National Green Building Standards, or equivalent, or LEED for Homes Silver Rating. Condition #56 is not consistent with Finding of Fact #1 and Condition #5 as it states only LEED for Homes Silver rating.

Staff has redlined this change to condition #56 to be ratified at the same time as this amended Development Agreement to prevent confusion as to what the sustainable development requirements are (see Exhibit C).

#### Amended Development Agreement

A draft of the amended Development Agreement was submitted on February 27, 2014, within the six (6) months allowed from approval of the amended MPD. Staff has reviewed the Development Agreement for compliance with LMC Section 15-6-4 (G) and finds that the Agreement complies with all requirements and contains all required elements. In addition to the Legal Description (Exhibit A), the amended MPD Site Plan (Exhibit B), and the amended MPD Action letter (Exhibit C), there is also attached as Exhibit D to the Agreement the Annexation Ordinance 10-24 and the July 2, 2010, Park City Heights Annexation Agreement which outline specifics of the development reflecting that the annexation and development are the result of a negotiated legislative action by the Park City Council.

Within the Development Agreement there is reference to an amended phasing plan (Exhibit E) outlining the phasing of platting of lots and development of the site work and infrastructure. The amended phasing plan is part of the Development Agreement and reflects the amended Master Planned Development. Exhibit F of the Agreement includes a letter from the applicant stating that the owners have conducted due diligence and find that there are no known Physical Mine Hazards (mines, tunnels, etc.) on the property.

An amended Water Agreement (Exhibit G) is included as an exhibit to the Amended Development Agreement. The previous water agreement is out dated due to the recent completion of the City's Quinn's Water Treatment Plant, the change in ownership of the MPD, and the completion of other related water infrastructure for the MPD.

Section 15-6-4 (G) of the LMC requires that the development agreement contain the following elements:

- 1) A legal description of the land;
- 2) All relevant zoning parameters including all findings, conclusions, and conditions of approval;
- 3) An express reservation of the future legislative power and zoning authority of the City;
- 4) A copy of the approved MPD plans and any other plans which are a part of the Planning Commission approval;
- 5) A description of all Developer exactions or agreed upon public dedications;
- 6) The Developers agreement to pay all specified impact fees;
- 7) The form of ownership anticipated for the project and a specific project phasing plan; and
- 8) A list and map of all known Physical Mine Hazards on the property.

Staff finds that the Development Agreement attached as Attachment 1, including the attached exhibits, includes all of the required items listed above and meets the required

timeframes for submittal following the November 6, 2013 approval of the amended Park City Heights MPD.

### **Department Review**

The Legal and Planning Departments have reviewed the agreement for conformance with the November 6, 2013 amended Park City Heights MPD approval.

### **Recommendation**

The Staff recommends the Planning Commission review the amended Park City Heights MPD Development Agreement and consider ratifying the Agreement to memorialize the amended MPD approval granted by the Commission on November 6, 2013, including amendments to conditions #36 and #6 as redlined in the amended Action Letter.

### **Exhibit**

Attachment 1- Amended Development Agreement with attached exhibits as follows:

EXHIBIT A – Legal Description

EXHIBIT B – Amended MPD Site Plan (approved November 6, 2013)

EXHIBIT C – November 6, 2013 amended MPD memorialized with the November 18<sup>th</sup> Park City Heights MPD Final Action letter, as amended

EXHIBIT D – Ordinance 10-24 and July 2, 2010 Annexation Agreement and Exhibits

EXHIBIT E – Amended MPD Phasing Plan

EXHIBIT F – Physical Mine Hazards Letter

EXHIBIT G – Amended Water Agreement

EXHIBIT H – Amended Design Guidelines

When recorded, please return to:  
 Park City Recorder  
 PO Box 1480  
 Park City, UT 84060

**AMENDED DEVELOPMENT AGREEMENT  
 FOR PARK CITY HEIGHTS MASTER PLANNED DEVELOPMENT  
 PARK CITY, SUMMIT COUNTY, UTAH**

This amended Development Agreement is entered into as of this \_\_\_\_\_ day of \_\_\_\_\_, ~~2011~~2014, by and between ~~The Boyer Company~~Ivory Development, L.L.C., a Utah limited liability company and ~~Park City Municipal Corporation~~ (“Developers”) as the owners\_ and developers of certain real property located in Park City, Summit County, Utah, on which Developers proposes the development of a project known as the Park City Heights Master Planned Development, and Park City Municipal Corporation, a municipality and political subdivision of the State of Utah (“Park City”), by and through its City Council.

**RECITALS**

- A. Developers isare the owners of approximately 239 acres of real property located in Park City, Summit County, Utah, which is more particularly described in Exhibit A, (Legal Description) which is attached hereto and incorporated herein by this reference (the “Property”).
- B. Developers hashave obtained approval for the development of a mixed residential project consisting of 239 residential units, a public park, trails systems, open space, future support commercial uses and additional community and neighborhood amenities known as the Park City Heights Master Planned Development, as more fully described in Exhibit B (Amended MPD Site Plan) and in the Approval Documents (hereinafter defined) as set forth below (the “Project”) as described in Exhibit C (November 6, 2013 amended MPD Action Letter); that replaces in its entirety the May 11, 2011 MPD Action Letter ~~of Approval.~~ )
- C. On May 27, 2010, the City Council of Park City enacted Ordinance No. 10-24 annexing approximately 286.64 acres of the Property into Park City’s municipal boundaries and authorized the Mayor to execute an Annexation Agreement between Park City and Developers (Exhibit D) (Ordinance 10-24 and July 2, 2010 Annexation Agreement).
- D. Park City requires development agreements under the requirements of the Park City Land Management Code (“LMC”) for all Master Planned Developments.
- E. Developers is-are willing to design and develop the Project in a manner that is in harmony with and intended to promote the long-range policies, goals and objectives of the Park City General Plan, and address other issues as more fully set forth below.
- F. Park City reviewed the Project in light of the LMC and determined that, subject to the terms and conditions of this amended Development Agreement; Developers has-have complied with the provisions thereof, and havehas found that the Project is consistent with the purpose and intent of the relevant provisions of the LMC and terms of the Annexation Agreement.

G. Park City, acting pursuant to its authority under Utah Code Ann., Section 10-9-101, *et seq.*, and in furtherance of its land use policies, goals, objectives, ordinances, resolutions, and regulations has made certain determinations with respect to the proposed Project, and, in the exercise of its legislative discretion, has elected to approve this amended Development Agreement.

**NOW, THEREFORE**, in consideration of the mutual covenants, conditions and considerations as more fully set forth below, Developers and Park City hereby agree as follows:

**1. Project Conditions.**

1.1. The Annexation Agreement for the Park City Heights Property, executed by the parties on July 2, 2010 and recorded at the Summit County Recorder's office on July 20, 2010/ book # 2040 page # 1107, is attached hereto and incorporated herein by this reference as Exhibit D.

1.2 The amended Final Site Plan reviewed and approved by the Planning Commission on ~~May 11, 2011~~ November 6, 2013, attached as Exhibit B, and the Findings of Fact, Conclusions of Law and Conditions of Approval of the approval of the amended Park City Heights Master Planned Development dated ~~May 11, 2011~~ November 6, 2013, attached as Exhibit C together with related documents attached thereto, are both hereby incorporated herein by reference (the "Approval Documents") and shall govern the development of Project, subject to any modifications specifically set forth in this amended Development Agreement. The project is located in the Community Transition (CT) zoning district. A final subdivision plat, or phased final subdivision plats, substantially reflecting the final amended Master Planned Development site plan approved by the Planning Commission on ~~May 11, 2011~~ November 6, 2013, will be recorded prior to issuance of any building permits.

1.3. Developers ~~s~~ agrees to pay the then current impact fees imposed and as uniformly established by the Park City Municipal Code at the time of permit application, whether or not state statutes regarding such fees are amended in the future.

1.4. Developers and ~~anytheir~~ successors agree that the following are required to be entered into and approved by Park City prior to issuance of a Building Permit: (a) a construction mitigation plan, (b) a utility plan, (c) a storm water plan, (d) a grading plan, and (e) a landscape plan in compliance with the conditions of the ~~May 11, 2011~~ November 6, 2013 amended master planned development approval.

1.5. Developers ~~is -are~~ is -are responsible for compliance with all local, state, and federal regulations regarding contaminated soils as well as streams and wetlands. Developers ~~is -are~~ is -are responsible for receiving any Army Corp of Engineer Permits required related to disturbance of streams and wetlands.

**2. Vested Rights and Reserved Legislative Powers.**

2.1 Subject to the provisions of this Agreement, Developers ~~is -are~~ is -are hereby granted the vested right to develop and construct the Project in accordance with the uses, densities, intensities, and general configuration of development approved by this Agreement, in accordance

with and subject to the terms and conditions of the Approval Documents, and subject to compliance with the other applicable ordinances and regulations of Park City.

2.2 Reserved Legislative Powers. Developers acknowledges that the City is restricted in its authority to limit its police power by contract and that the limitations, reservations and exceptions set forth herein are intended to reserve to the City all of its police power that cannot be so limited. Notwithstanding the retained power of the City to enact such legislation under the police powers, such legislation shall only be applied to modify the existing land use and zoning regulations which are applicable to the Project under the terms of this Agreement based upon policies, facts and circumstances meeting the compelling, countervailing public interest exception to the vested rights doctrine in the State of Utah. Any such proposed legislative changes affecting the Project and terms and conditions of this Agreement applicable to the Project shall be of general application to all development activity in the City; and, unless the City declares an emergency, Developers shall be entitled to the required notice and an opportunity to be heard with respect to the proposed change and its applicability to the Project under the compelling, countervailing public interest exception to the vested rights doctrine.

### **3. Subdivision Plat Approval and Compliance with Park City Design and Construction Standards.**

3.1 Developers expressly acknowledges and agrees that nothing in this amended Development Agreement shall be deemed to relieve Developers from the obligation to comply with all applicable requirements of Park City necessary for approval and recordation of subdivision plats for the Project, including the payment of fees and compliance with all other applicable ordinances, resolutions, regulations, policies and procedures of Park City, including but not limited to, the Park City Subdivision Ordinance as set forth in the LMC and Design and Construction Standards.

### **4. Successors and Assigns.**

4.1 Binding Effect. This amended Agreement shall be binding on the successors and assigns of Developers in the ownership or development of any portion of the Project.

4.2 Assignment. Neither this amended Agreement nor any of the provisions, terms or conditions hereof can be assigned to any other party, individual or entity without assigning the rights as well as the responsibilities under this amended Agreement and without the prior written consent of the City, which consent shall not be unreasonably withheld. Any such request for assignment may be made by letter addressed to the City and the prior written consent of the City may also be evidenced by letter from the City to Developers or their successors or assigns. This restriction on assignment is not intended to prohibit or impede the sale of parcels of fully or partially improved or unimproved land by Developers prior to construction of buildings or improvements on the parcels, with Developers retaining all rights and responsibilities under this Agreement.

### **5. General Terms and Conditions.**

5.1 Term of Agreement. Construction, as defined by the Uniform Building Code, is required to commence within two (2) years of the date of execution of this amended Agreement. After Construction commences, the Park City Heights Master Planned Development and this

amended Agreement shall continue in force and effect until all obligations hereto have been satisfied. The Master Plan Development approval for the Project shall remain valid so long as construction is proceeding in accordance with the approved phasing plan set forth herein.

5.2 Agreement to Run With the Land. This amended Development Agreement shall be recorded against the Property as described in Exhibit A (Legal Description) hereto and shall be deemed to run with the land and shall be binding on all successors and assigns of Developers in the ownership or development of any portion of the Property.

5.3 Assignment. Neither this amended Agreement nor any of the provisions, terms or conditions hereof can be assigned to any other party, individual or entity without assigning the rights as well as the responsibilities under this Agreement and without prior written consent of the City directed to the City Recorder, which consent shall not unreasonably be withheld. Any such request for assignment may be made by letter addressed to the City and the prior written consent of the City may also be evidenced by letter from the City to the Developers or its successors or assigns. If no response is given by the City within 14 calendar days following Developer's delivery of a request for consent, the City consent will be deemed to have been granted. This restriction on assignment is not intended to prohibit or impede the sale of parcels of fully or partially improved or unimproved land by Developers prior to construction of buildings or improvements on the parcels, with Developers retaining all rights and responsibilities under this Agreement.

5.4 No Joint Venture, Partnership or Third Party Rights. This amended Development Agreement in and of itself does not create any joint venture, partnership, undertaking or business arrangement between the parties hereto, nor any rights or benefits to third parties.

5.5 Integration. This amended Development Agreement and the Approval Documents collectively contain the entire agreement with respect to the subject matter hereof and integrates all prior conversations, discussions or understandings of whatever kind or nature and may only be modified by a subsequent writing duly executed by the parties hereto.

5.6 Severability. If any part or provision of this amended Agreement shall be determined to be unconstitutional, invalid or unenforceable by a court of competent jurisdiction, then such a decision shall not affect any other part or provision of this amended Agreement except that specific provision determined to be unconstitutional, invalid or unenforceable. If any condition, covenant or other provision of this Agreement shall be deemed invalid due to its scope or breadth, such provision shall be deemed valid to the extent of the scope or breadth permitted by law.

5.7 Attorney's Fees. If this amended Development Agreement or any of the Exhibits hereto are breached, the party at fault agrees to pay the attorney's fees and all costs of enforcement of the non-breaching party.

5.8 Minor Administrative Modification. Minor, immaterial administrative modification may occur to the approvals contemplated and referenced herein without revision of this Agreement.

5.9 No Waiver. Failure to enforce any rights under this Agreement or applicable laws shall not be deemed to constitute a waiver of such right.

## 6. Phasing.

6.1 Project Phasing. The Project may be platted and constructed in phases in accordance with the phasing plan approved together with this amended Agreement (Exhibit E), and in accordance with the LMC. The final plat including utility plans for the last phase of the Project shall be recorded no later than ten years from the date of this amended Agreement. The Developers may proceed by platting and constructing the Project all at one time or by phase for portions of the Project as market conditions dictate, as long as each phase provides a logical extension of the road system, infrastructure and facilities through the Project in conformance with the requirements of this Agreement and the LMC. ~~(Exhibit E). Project platting and construction may occur in phases based upon market conditions. The final plat for the last phase of the Project shall be recorded no later than 10 years from the date of this Agreement.~~ In the event of such phasing, the issuance of a building permit on the first such phase shall be deemed to satisfy the requirement of issuance of a building permit in Section 5.1 above. Any modifications or elaborations to the approved Phasing Plan must be approved by the Chief Building Official prior to the commencement of construction of the applicable phase. If such proposed modifications or elaborations are substantial as determined by the Chief Building Official and the Planning Director, such modifications or elaborations will come before the Planning Commission for approval. Project amenities including, but not limited to the Club House, Public Park, and trails ~~and community garden~~ shall be provided in accordance with the schedule outlined in the Conditions of Approval for the amended Master Planned Development Action Letter (Exhibit C).

6.2 Construction of Access. Developers may commence grading access to the Project as approved by the City Engineer according to the generally accepted engineering practices and standards, and pursuant to permit requirements of the LMC, The International Building and Fire Codes, and the Army Corps of Engineers. Developers shall be responsible for maintenance of any such accesses until they are completed according to City standards and accepted by the City.

## 7. Water.

7.1 Water Agreement. Pursuant to the July 2, 2010 Water Agreement, that is Exhibit C to the July 2, 2010, Annexation Agreement (Exhibit G of this Agreement) of this Agreement), ~~the~~ developers ~~is-are~~ not required to dedicate water rights to City in support of this Agreement or the Project. However, Developers acknowledges that water development fees will be collected by Park City in the same manner and in the same amount as with other development within municipal boundaries and that impact fees so collected will not be refunded to Developers or to individual building permit applicants developing within the Project.

## 8. Affordable Housing.

8.1 Affordable Housing Commitments. There are three distinct affordable housing commitments within this project:

Transferred IHC Units. 44.78 Affordable Unit Equivalent (AUEs) will be constructed in fulfillment of the affordable housing obligation associated with IHC/Burbs Annexation. One AUE is 800 square feet. These AUEs will be configured as 28 townhomes on Lots T1-T28. These units will be provided in accordance with Housing Resolution 17-99.

MPD-Required Affordable Units. The CT Zone requires a residential MPD to provide an affordable housing contribution equivalent to 20 percent of the market rate residential units. The Developers will provide 32 Affordable Unit Equivalents (AUEs) configured as 16 cottage units. In the first phase the affordable units will be located on the following lots: 36, 39, 42, 54, and 75. Affordable units for subsequent phases will be identified with the Final Subdivision plats for those phases. ~~C6, C15, C37, C52-C53, C101, C104, C157, C161, H60, H152, and H168.~~ These units will be provided in accordance with Housing Resolution 17-99.

City Attainable Units. One of the expressed public purposes for the City's participation in this development was to provide additional affordable housing in the community. In addition to the AUEs described above, an additional 35 units will be included in the subdivision. These units will be developed in accordance with Housing Resolution 2007 with the goal of creating a greater diversity of housing type and community access. These units are located on the following lots: ~~D1-12, P1-P8, C27-35.~~ Lots 1-35.

The Developers must submit a Housing Mitigation Plan to the Park City Housing Authority for approval prior to the issuance of building permits. The Housing Mitigation Plan shall address the following: 1) the schedule setting forth the phasing of the required AUEs, which will be in conjunction with the overall phasing and development plan of the community; 2) a-A description of the marketing plan including how the Developers is-are addressing the City's local preference options; 3) anticipated sale prices by unit type, recognizing that the community will be developed over several years and in a variety of market conditions; 4) the method by which the units will remain affordable; and 5) the term and duration of affordability. A deed restriction shall be recorded against the plat prior to the issuance of building permits. The Developers shall comply with the Affordable Housing requirements prior to receiving any certificates of occupancy, as detailed in the amended Master Planned Development conditions of approval as attached hereto as Exhibit C.

## **9. Traffic Mitigation.**

9.1 Signalized Intersection Improvements. Developers shall provide all required improvements in the Annexation Agreement and as further specified in Exhibit C-the amended Park City Heights MPD approval. However, a grade-separated bike lane that connects to the rail trail shall be provided on the north side of Richardson Flat Road in lieu of striped bike lanes on Richardson Flat Road as was initially proposed in the Annexation Agreement. This change is based upon Planning Commission's recommendation to provide the bike lane as grade-separated from the travel lanes to increase safety especially for younger children who may travel to school by bicycle.

The City shall address assignment of costs of the improvements required herein or any latecomer contribution at the time of any subsequent purchase agreement or assignment of this Agreement. At a minimum, should the City retain development responsibility of the Intersection Improvements, any subsequent Developers agree to contribute 18 percent or \$350,000, whichever is less, toward the cost of the intersection improvements.

## **10. Form of Ownership Anticipated for Project.**

The Project will consist of 1) 160 individually owned market rate units distributed as a mix of cottage units on ~~5,200 6,000~~ to ~~9,400 8,600~~ square foot lots and detached single family homes on 8,000 to 48,000 square foot lots; 2) Twenty-eight (28) individually owned deed restricted townhouse units; and 3) Fifty-one (51) individually owned deed restricted housing units as a mix of single family detached, cottage homes, and townhomes. All roads are to be dedicated as public roads. All common areas, with the exception of the City Park, are to be owned in common and maintained by the HOA. Any condiminimization of the Project for private ownership and common ownership of land and common ownership of land and common facilities shall be in compliance with applicable law.

## **11. Physical Mine Hazards.**

There are no known Physical Mine Hazards on the property as determined through the exercise of reasonable due diligence by the Owner (see attached Exhibit F).

## **12. Notices.**

All notices, requests, demands, and other communications hereunder shall be in writing and shall be given (i) by Federal Express, UPS, or other established express delivery service which maintains delivery records, (ii) by hand delivery, or (iii) by certified or registered mail, postage prepaid, return receipt requested, to the parties at the following addresses, or at such other address as the parties may designate by written notice in the above manner:

To Developers:

Ivory Development

978 East Woodoak Lane

Salt Lake City, UT 84117

Attn: Christopher P. Gamvroulas, President

~~The Boyer Company~~

~~— 90 South 400 West, Suite 200~~

~~— Salt Lake City, UT 84101-1365~~

~~— Attn: Patrick Moffat~~

~~Park City~~

~~— 445 Marsac Avenue~~

~~— PO Box 1480~~

~~— Park City, UT 84060~~

~~— Attn: Phyllis Robinson~~

To Park City:

Park City Municipal Corporation

445 Marsac Avenue

PO Box 1480

Park City, UT 84060

Attn: City Attorney

Such communication may also be given by facsimile and/or email transmission, provided any such communication is concurrently given by one of the above methods. Notices shall be deemed effective upon receipt, or upon attempted delivery thereof if delivery is refused by the intended recipient or if delivery is impossible because the intended recipient has failed to provide a reasonable means for accomplishing delivery.

**12. List of Exhibits.**

- ~~Exhibit A- Legal Description~~
- ~~Exhibit B- MPD Site Plan~~
- ~~Exhibit C- MPD Action letter~~
- ~~Exhibit D- Annexation Agreement and Exhibits~~
- ~~Exhibit E- Phasing Plan~~
- ~~Exhibit F- Physical Mine Hazards Letter~~

- Exhibit A- Legal Description
- Exhibit B- Amended MPD Site Plan
- Exhibit C- November 6, 2013 amended MPD Action letter
- Exhibit D- Ordinance 10-24 and July 2, 2010 Annexation Agreement and Exhibits
- Exhibit E- Amended MPD Phasing Plan
- Exhibit F- Physical Mine Hazards Letter
- Exhibit G- Amended Water Agreement

**IN WITNESS WHEREOF**, this amended Development Agreement has been executed by ~~The Boyer Company~~Ivory Development, L.L.C., a Utah limited liability company ~~and Park City Municipal Corporation~~ as Developers and Park City Municipal Corporation, by persons duly authorized to execute the same and by the City of Park City, acting by and through its City Council as of the \_\_\_ day of \_\_\_\_\_, ~~2011~~2014.

**DEVELOPER:**

Ivory Development, LLC  
A Utah limited Liability Company

By: \_\_\_\_\_  
Christopher P. Gamvroulas, President

Notary Public:

STATE OF UTAH \_\_\_\_\_ )  
\_\_\_\_\_ : **SS**  
COUNTY OF SUMMIT \_\_\_\_\_ )

On this \_\_\_\_\_ day of \_\_\_\_\_, 2014, personally appeared before me \_\_\_\_\_, whose identity is personally known to me/or proved to me on the basis of satisfactory

evidence and who by me duly sworn/affirmed), did say that he is a member of Ivory Development, a Utah limited Liability Company by Authority of its Bylaws/Resolution of the Board of Directors, and acknowledged to me that said LLC executed the same.

---

**PARK CITY MUNICIPAL CORPORATION**

By: \_\_\_\_\_  
Jack Thomas, Mayor

ATTEST:

By: \_\_\_\_\_  
Marci Heil, City Recorder

APPROVED AS TO FORM:

\_\_\_\_\_  
Mark D. Harrington, City Attorney

**PARK CITY MUNICIPAL CORPORATION**

By: \_\_\_\_\_  
~~Dana Williams~~ Jack Thomas, Mayor

ATTEST:

By: \_\_\_\_\_  
~~Janet M. Scott~~ Marci Heil, City Recorder

APPROVED AS TO FORM:

\_\_\_\_\_  
Mark D. Harrington, City Attorney

**DEVELOPERS:**

The Boyer Company, L.C., Ivory Development, LLC  
A Utah limited Liability Company

---

By: Patrick Moffat

**STATE OF UTAH** \_\_\_\_\_ )  
\_\_\_\_\_  
: **SS**  
**COUNTY OF SUMMIT** \_\_\_\_\_ ) \_\_\_\_\_

On this \_\_\_\_\_ day of \_\_\_\_\_, 2011~~2014~~, personally appeared before me \_\_\_\_\_, whose identity is personally known to me/or proved to me on the basis of satisfactory evidence and who by me duly sworn/affirmed), did say that he is a member of Boyer Company Ivory Development, a Utah limited Liability Company by Authority of its Bylaws/Resolution of the Board of Directors, and acknowledged to me that said LLC executed the same.

---

Notary Public

And;

Park City Municipal Corporation  
PO Box 1480  
Park City, UT 84060

---

By: Thomas B. Bakaly Diane Foster, City Manager

**STATE OF UTAH** \_\_\_\_\_ )  
\_\_\_\_\_  
: **SS**  
**COUNTY OF SUMMIT** \_\_\_\_\_ ) \_\_\_\_\_

On this \_\_\_\_\_ day of \_\_\_\_\_, 2011~~2014~~, personally appeared before me \_\_\_\_\_, whose identity is personally known to me/or proved to me on the basis of satisfactory evidence and who by me duly sworn/affirmed), did say that she is a member of Park City Municipal Corporation.

---

Notary Public

BOUNDARY DESCRIPTION

A parcel of land located in the South Half of Section 2 and portions of Section 11, Township 2 South, Range 4 East, Salt Lake Base and Meridian, said parcel being more particularly described as follows:

Beginning at a Park City Boundary Aluminum Cap marking the West Quarter Corner of Section 11, Township 2 South, Range 4 East, Salt Lake Base and Meridian; and running

thence North 00°19'41" East 1,474.01 feet along the West Section Line of said Section 11, also being along the Easterly Boundary Line of the Hidden Meadows Subdivision Annexation Plat recorded as Entry No. 425892 in the Office of the Summit County Recorder;  
 thence North 63°17'52" East 344.36 feet along the Easterly Boundary Line of said Hidden Meadows Subdivision Annexation Plat;  
 thence North 75°52'07" East 1,501.92 feet along the Easterly Boundary Line of said Hidden Meadows Subdivision Annexation Plat;  
 thence North 38°46'13" West 606.70 feet along the Easterly Boundary Line of said Hidden Meadows Subdivision Annexation Plat;  
 thence North 39°40'23" West 214.68 feet along the Easterly Boundary Line of said Hidden Meadows Subdivision Annexation Plat to the North Section Line of said Section 11;  
 thence South 88°46'45" East 89.54 feet along the North Section Line of said Section 11 to the 1/16 Corner of said Section 2;  
 thence North 00°00'41" East 1,415.34 feet along the 1/16th Section Line of said Section 2 to the Southerly Right-of-Way Line of the abandoned Union Pacific Railroad Property;  
 thence North 68°35'10" East 611.63 feet along the Southerly Right-of-Way Line of said abandoned Union Pacific Railroad Property;  
 thence Northeastly 622.07 feet along the arc of a 1,532.69 foot radius curve to the left (center bears North 21°24'50" West and the chord bears North 56°57'32" East 617.81 feet with a central angle of 23°15'16") along the Southerly Right-of-Way Line of said abandoned Union Pacific Railroad Property to the Southerly Right-of-Way Line of Richardson Flat Road (UDOT FAP 93-B);  
 thence South 89°20'19" East 143.65 feet along the Southerly Right-of-Way Line of Richardson Flat Road (UDOT FAP 93-B);  
 thence Southeastly 252.20 feet along the arc of a 2,814.90 foot radius curve to the right (center bears South 00°39'41" West and the chord bears South 86°46'19" East 252.11 feet with a central angle of 05°08'00") along the Southerly Right-of-Way Line of Richardson Flat Road (UDOT FAP 93-B);  
 thence South 84°12'19" East 300.22 feet along the Southerly Right-of-Way Line of Richardson Flat Road (UDOT FAP 93-B) to the Westerly Right-of-Way Line of State Highway 40;  
 thence South 07°02'52" East 965.75 feet along the Westerly Right-of-Way Line of said State Highway 40;  
 thence South 07°03'48" East 1,299.91 feet along the Westerly Right-of-Way Line of said State Highway 40;  
 thence South 42°31'04" West 3,012.86 feet;  
 thence South 103.66 feet to the projection of the Northerly Boundary Line of the Morning Star Estates Subdivision recorded as Entry No. 376621 in the Office of the Summit County Recorder;  
 thence North 89°30'31" West 1,368.96 feet along the Northerly Boundary Line of said Morning Star Estates Subdivision and its projections thereof to the point of beginning.

Contains 8,518,648 Square Feet or 195.561 Acres

## PARCEL 2

Beginning South along the Quarter Section line 1834.13 feet from the North Quarter corner of Section 2, Township 2 South, Range 4 East, Salt Lake Base and Meridian, thence South along the Section line 805.87 feet, more or less, to the Eastwest Quarter Section line of the said Section 2, thence West along the said Quarter Section line 1450.00 feet, more or less, to the Easterly line of Highway Alt 40, thence Northeastly along the highway 880.00 feet, more or less, thence East 1100.00 feet, more or less, to the point of beginning.

LESS THAT property taken by the United States of America by Declaration of Taking, recorded March 1, 1990, as Entry No. 327133, in Book 571, Page 595, official records of Summit County, Utah.

LESS THAT portion conveyed to the Utah Department of Transportation by Warranty Deed, recorded March 4, 1999, Entry No. 532113, in book 1235, Page 761, and more particularly described as follows:

Beginning at the Southwest corner of said entire tract, which is approximately 804.672 meters (2640.00 feet) South 0°27'25" West along the Quarter Section line to the center Quarter corner of said Section 2 and approximately 440.029 meters (1443.66 feet) North 89°49'09" West along the Quarter Section line from the North Quarter corner of said Section 2, which point is on the Easterly right of way line of said existing highway State Route 248, and running thence North 22°01'00" East 56.512 meters (214.93 feet) along said Easterly right of way line and the Westerly boundary line of said entire tract to a point 19.405 meters (63.66 feet) perpendicularly distant Easterly from control line of said project, thence North 26°18'21" East 122.266 meters (401.14 feet) along said Easterly right of way line and said West boundary line to a point 27.659 meters (90.74 feet) perpendicularly distant Easterly from said control line, thence South 22°01'00" West 183.771 meters (602.92 feet) to the Southerly boundary line of said entire tract at a point 29.001 meters (95.15 feet) perpendicularly distant Easterly from said control line, thence North 89°49'09" West 9.851 meters (32.32 feet) along said South boundary line to the point of beginning as shown on the official map of said project on file in the office of the Utah Department of Transportation.

Parcel 2 contains 1,048,893 sq. ft., and 24.08 acres



# Park City Heights

conceptual master plan

JULY - 2013



scale 1"=100'



(Amended April 23, 2014, as redlined, see conditions of approval #36 and #56)

November 18, 2013

Brad Mackay  
Ivory Development  
978 Woodoak Lane  
Salt Lake City, UT 84117

NOTICE OF PLANNING COMMISSION ACTION

Project Description: Park City Heights MPD amendment and preliminary plat revision  
Project Numbers: PL-13-02009  
Project Address: Richardson Flat Road  
Date of Final Action: November 6, 2013

Action Taken

The Planning Commission conducted a public hearing and approved the Park City Heights MPD amendment and revisions to the preliminary plat. Approval was granted in accordance with the Findings of Fact, Conclusions of Law, and Conditions of Approval as follows:

Findings of Fact

1. The Park City Heights MPD includes the following:

a. 160 market rate units distributed in a mix of: cottage units on smaller lots (lots are approximately 6,000 to 8,600 sf in size); single-family detached units on approximately 8,000 sf to 27,000 sf lots; and single family detached on two upper lots which are approximately 44,000 and 48,000 sf each. The approximate distribution of types of product is identified in the Design Guidelines.

b. 28 deed restricted townhouse units (44.78 affordable unit equivalents or AUE). These 28 units meet the required IHC affordable units under their affordable housing obligation and are configured as seven four-plexes.

c. 16 deed restricted units (32 AUE). These 16 units meet the affordable housing required by the CT zone (LMC 15-2.23-4(A) (8)) and the Affordable Housing Resolution 17-99. These units are configured as a mix of single-family detached, cottage homes, and townhouse units. These units will be configured as Single Family Detached Cottage Homes and dispersed throughout the cottage homes area.

d. 35 additional non-required deed restricted affordable units in a mix of unit types. These units will be configured as small lot Single Family Detached Park Homes.

e. All units (including all deed restricted units) will be constructed to, National Association of Home Builders National Green Building Standards Silver Certification (or other equivalent Green Building certification approved by the Planning Director) OR reach LEED for Homes Silver Rating (minimum 60 points). Green Building Certification or LEED rating criteria to be used shall be those applicable at the time of the building permit submittal.

In addition to meeting Green Building or LEED for Homes checklists and in order to achieve water conservation goals, each house must either: 1) achieve at a minimum, the Silver performance Level points within Chapter 8, Water Efficiency, of the National Association of Home Builders National Green Building Standards; OR 2) achieve a minimum combined 10 points within the 1) Sustainable Sites (SS2) Landscaping and 2) Water Efficiency (WE) categories of the LEED for Homes Checklist. Points achieved in these resource conservation categories will count towards the overall score. Third party inspection will be provided. An industry standard Third Party inspector shall be mutually agreed upon by the Chief Building Official and the applicant prior to building permit issuance.

f. A total of 171.5 acres of open space (not including open space within individual lots) is provided. This is approximately 72% of the entire 239 acres. This total includes the 24 acre parcel located adjacent to Highway 248 that is deeded to the City for open space.

g. An additional 5 acres of deeded open space is provided on Round Valley Drive adjacent to US 40 south of the Park City Medical Center. This open space is not included in the 72% figure. This is in exchange for transferring the 28 IHC deed restricted townhouse units to the PC Heights neighborhood. This parcel is deed restricted per requirements of the Burbidge/IHC Annexation and Development Agreements.

h. A dedicated 5.70 acres ( ) of public neighborhood parklands with fields, tot lot and playground equipment, shade structure, paths, natural areas, and other amenities to be designed and constructed by the developer and maintained by the City. This parkland is included in the open space calculations. Bathrooms are proposed in the club house with exterior access for the public park users. Community gardens may be developed by the HOA in close proximity to the parkland within open space areas adjacent to the small lot Park Homes or the Park Homes.

i. intentionally left blank

j. 3 to 4 miles of soft surface trails within and around the property and an additional mile or so of hard surfaced sidewalks and paths along the Project's streets.

k. Trail connections to the Rail Trail and Quinn's trail, including trail on the north side of Richardson Flat Road from the 248 underpass to the Rail Trail and trail on the south side of the Road from the project to the Rail Trail. Trail connections to the south property line for future connections to the Jordanelle area. Trail easements on north side of Richardson Flat Road from Rail Trail to the east property line. Trail connections to the Park City and Snyderville Basin back country trails system. Trails are further described in Finding #11.

l. A Transit bus shelter along Richardson Flat road including "dial-a-ride signs" (City bus service is expected to be extended to Park City Heights and the Park and Ride).

m. Bike racks at the club house and Public Park.

n. Cross walk across Richardson Flat road at the rail trail.

- o. A 3,000 sf community center/club house shall be constructed by the developer; Exterior access bathrooms will be available for park users.
  - p. Water infrastructure improvements that enhance the City's overall water system and provide redundancy as required by the Water Agreement executed as part of the Annexation Agreement. Water shares were dedicated to the City as part of a pre-annexation agreement.
  - q. Transportation improvements to the Richardson Flat/248 intersection including lane improvements and installation of a traffic signal to provide intersection safety (controlled left turn) and putting the Park and Ride facility and Park City Heights on the City bus route. These transportation improvements meet the requirements in the Annexation Agreement.
  - r. Following Wildlife recommendations as identified in the Biological Resources Overview prepared by Logan, Simpson Design, Inc. amended March 17, 2011.
  - s. Design Guidelines approved as part of this MPD apply to all lots, with the exception of the 2 upper lots proposed to be subject to the CCRs for the Oaks at Deer Valley, or equivalent.
  - t. No sound barrier walls or structures along US 40 within or related to the MPD.
  - u. Construction of support commercial such as a daycare facility, café, or other support commercial/offices would be the responsibility of the owner/developer of said property.
2. The Park City Heights MPD is subject to the Park City Heights Annexation Agreement approved by the City Council on May 27, 2010. The Annexation Agreement sets forth terms and conditions of annexation, zoning, affordable housing, land use, density, transportation and traffic, phasing, trails, fire prevention, road and road design, utilities and water, fiscal impact analysis, snow removal, fees, and sustainable development requirements for the 239 acre Park City Heights MPD. The MPD as conditioned is in compliance with the requirements of the Annexation Agreement.
  3. The Park City Heights Annexation Agreement includes a Water Agreement as an integral component. The Water Agreement sets forth terms and conditions related to water facilities, restrictions regarding water, and phasing of development as it relates to completion of water infrastructure. The MPD as conditioned is in compliance with the Water Agreement.
  4. On June 17, 2010, the applicants submitted a pre-MPD application based on the annexation approval and agreement. The Planning Commission reviewed the pre-MPD application at two (2) meetings (July 14 and August 11, 2010) and found the application to be in initial compliance with applicable elements of the Park City General Plan.
  5. On June 30, 2010, the applicants submitted a complete MPD application.
  6. The property was posted and notice was mailed to property owners within 300 feet. Legal notice was also published in the Park Record as required by the Land Management Code.
  7. Public hearings on the MPD were held on October 13th, November 10th, and December 8th, 2010 and on February 9th, February 23rd, March 9th and March 23rd, 2011 and on April 27, 2011.
  8. The property is located within the Community Transition (CT) zone. The MPD is in compliance with all applicable requirements of the CT zone, including density, uses, building setbacks, building height, parking, open space, affordable housing, and sustainable development requirements.

9. Access to the site is from Richardson Flat Road, a public road previously known as Old Dump Road. No access is proposed to the currently unimproved US 40 frontage road (UDOT) along the east property line. No roads are provided through the Park City Heights MPD to the Oaks, Royal Oaks, or any other neighborhood within the Deer Valley MPD, consistent with the Annexation Agreement.

10. Utilities are available in the area, however extension of utilities or utility upgrades to the development site are required. A final utility plan will be submitted with the final subdivision plats to be reviewed by the Interdepartmental and Utility Service providers Development Review Team. City Staff will provide utility coordination meetings to ensure that utilities are provided in the most efficient, logical manner and that comply with best practices, including consideration of aesthetics in the location of above ground utility boxes. Location of utility boxes shall be shown on the final utility plans. The MPD phasing plan shall be consistent with conditions of the Annexation Agreement related to provision of public services and facilities.

11. The MPD includes 1) a paved connector trail on the south side of and separated from Richardson Flat Road, from the project to the Rail Trail, 2) a paved connector trail on the north side of and separated from Richardson Flat Road, from the SR 248 underpass to the Rail Trail, 3) a trail connection from trails within the project to the south property boundary line, 4) a trail easement along the north side of and separated from Richardson Flat Road from the Rail Trail to the east property boundary line, and 5) several miles of paved and soft surfaced trails throughout the development. All trails will be constructed by the developer consistent with the Park City Trails Master Plan.

12. The MPD includes a dedicated neighborhood public park to be constructed by the developer according to the City's parks plan, and as further directed by the City Council. Bathrooms are provided at the clubhouse with exterior access for the park users.

13. Parking within the MPD is proposed at two spaces per unit within private garages. Additional surface parking is provided for guests, the community gardens/park areas, and the neighborhood clubhouse/meeting area. The streets have been designed to allow for parking on one-side per the City Engineer. Final street design will be determined at the time of the final plat and additional off-street guest parking areas will be incorporated into the design.

14. The proposed MPD density of 1 unit per acre complies with the density allowed by the CT zone. (239 units on 239 acres) The net density is 0.82 units per acre (195 units on 239 acres), excluding the 44 required deed restricted housing units. The density is consistent with the Annexation Agreement. If the additional 35 deed restricted affordable units are excluded in this analysis the net density is 0.67 units per acre (160 units on 239 acres).

15. The LMC requires a Sensitive Lands Analysis for all Master Planned Development applications. The MPD application included a Sensitive Lands Analysis.

16. A portion of property is located within the designated SR 248 Entry Corridor. This area is identified in the MPD as open space and all required entry corridor setbacks of 200' are complied with.

17. The property contains SLO designated steep slopes, ridgelines and wetland areas. These areas are identified in the MPD as open space areas and all required wetland and stream setbacks are complied with.

18. A wildlife study was conducted and a report (December 2010) was prepared by Logan Simpson Design, Inc. A revised report was prepared on March 17, 2011. The wildlife study

addresses requirements of the Land Management Code and provides recommendation for mitigation of impacts on wildlife. An updated report was submitted by Logan Simpson Design, Inc. on July 7, 2011. The purpose of the updated report was to provide additional recommendations on mitigating impacts of the development on the wildlife in the area; to validate the observations of the earlier biological reports; to further study and identify wildlife movement corridors, evidence of species of high public interest such as Elk, Moose, Deer, and other small mammals; locations of dens or nesting sites; and to identify any areas of high native species diversity.

19. The site plan complies with the minimum MPD required 25' setback around the perimeter of the property. Setbacks range from 25' to 690' (greater to the south property line).

20. The locations of the proposed units are consistent with the MPD site planning and Sensitive Lands Overlay criteria.

21. The property is visible from the designated LMC Vantage point along State Road 248 and a visual analysis was conducted by the applicant from this Vantage point. Additional visual analysis was provided from the intersection of Richardson Flat Road and SR 248. Units along the western perimeter are most visible along the minor ridge from SR 248. Any units along this perimeter that are over the 28' height limit as measured in the zone will be required to obtain an Administrative Conditional Use Permit.

22. Intentionally left blank.

23. Design Guidelines for the Park City Heights MPD address site planning, setbacks, house sizes, architecture and design, sustainability and best practices, landscaping and water conservation, and other requirements of the Annexation Agreement.

24. A comprehensive traffic study and analysis of the Property and surrounding properties, including existing and future traffic and circulation conditions was performed by the Applicant's traffic consultant, Hales Engineering, dated June 7, 2007, on file at the Park City Planning Department. An updated traffic volume and trip generation report was provided by Hales Engineering on September 27, 2010. An additional traffic update was provided in 2008 by InterPlan Co at the request of the City Transportation Department. The Hales Engineering study was utilized during the annexation process in the determination of density and requirements for traffic and transportation related impact mitigations. The City's Transportation Department prepared a Short Range Transit Development Plan to study demand for transit, routes, efficiency of the transit system, etc. This Transit Plan addresses the timeline for bus service in the Quinn's Junction area. The City's Transportation Master Plan update will include the projected traffic from Park City Heights MPD in the recommendations for transportation improvements within the City.

25. Construction traffic is required to be addressed in the Construction Mitigation Plan.

26. A Geotechnical Study for the Park City Heights Development was provided by Gordon, Spilker Huber Geotechnical Consultants, Inc. (June 9, 2006). Expansive clay soils were encountered across the site in the upper two and one-half to nine and one-half feet. Shallow bedrock was found within portions of the site. Special construction methods, removal of these unsuitable soils, and other mitigations are spelled out in the Study. An additional geotechnical report was prepared by AGECE dated December 20, 2011 and submitted to the City.

27. A Fire Protection Report (March 2011) identifies potential Wildland urban interface areas within the MPD. Prior to issuance of building permits the Building Department will review individual building fire protection plans for compliance with recommendations of the Fire

Protection Report and applicable building and fire codes. The fire protection component of the plan shall ensure that Park City's ISO rating is not negatively affected by development of the site.

28. Affordable housing obligations of the MPD are consistent with the affordable housing described by the Park City Heights Annexation Agreement, Housing Resolution 17-99 and as required by the CT zone. The MPD provides up to an additional 35 deed restricted housing units over the 28 deed restricted townhouse units (44.78 affordable unit equivalents (AUE) required by the IHC MPD and the 16 deed restricted units (32 AUE) required by the CT zone for the 160 market rate units). These affordable units are configured as a mix of single-family detached, cottage units, and attached townhouse units. The additional 35 non-required deed restricted affordable units are proposed to be configured as the small lot Park homes as part of this MPD consistent with the needs described in Housing Market Assessment for Park City, dated September 2010. All units are proposed as for sale units. Defining the configuration of units to be as follows:

- a. 35 Deed restricted units will be configured as Small Lot Single Family Detached Park Homes.
- b. 28 Deed restricted townhouse units will be configured as attached Four-plex Park Homes.
- c. 16 Deed restricted units will be configured as Single Family Detached Cottage Homes dispersed throughout the development.

29. No building height exceptions have been requested and all buildings will comply with the height limitations of the CT zone.

30. Lots have been positioned to minimize visual impacts on adjacent structures. Potential problems on neighboring properties caused by shadows, loss of solar access, and loss of air circulation, have been mitigated to the extent possible as further described in the Park City Heights Design Guidelines.

31. Utilities must be extended to the site to sustain the anticipated uses. Thirty (30') foot wide non-exclusive utility easements are generally necessary for long term maintenance and shall be dedicated on the final subdivision plats. Off-site improvements are necessary to serve the site with utilities.

32. Off-site trail and intersection improvements may create traffic delays and potential detours, short term access and private driveway blockage, increased transit time, parking inconveniences, and other impacts on the adjacent neighborhoods and to the community in general. Construction Mitigation Plans are required and shall be required to include mitigation for these issues.

33. A Construction Mitigation Plan (CMP) is necessary to identify impacts and propose reasonable mitigation of these impacts on the site, neighborhood, and community due to construction of this project. The CMP shall include information about specific construction phasing, traffic, parking, service and delivery, stock-piling of materials and staging of work, work hours, noise control, temporary lighting, trash management and recycling, mud and dust control, construction signs, temporary road and/or trail closures, limits of disturbance fencing, protection of existing vegetation, erosion control and storm water management.

34. Final road designs will be provided to the Planning Commission for review with the final subdivision plats. To minimize visual impacts and to minimize disturbance of existing vegetation due to large areas of cut and fill slopes, low retaining structures (in steps of 4' to 6') are recommended. These low retaining structures may be stepped to minimize their height. Design of these retaining structures is included in the PC Heights Design Guidelines to ensure consistency of design, materials, and colors throughout the development.

35. A storm water run-off and drainage plan is necessary to ensure compliance with Park City's Storm Water Management policies and plans and storm water Best Management Practices for storm water during construction and post construction with special considerations to protect the wetlands delineated on and adjacent to the site.

36. A financial guarantee for all landscaping and public improvements is necessary to ensure completion of these improvements and to protect the public from liability and physical harm if these improvements are not completed by the developer or owner in a timely manner. This financial guarantee is required prior to building permit issuance.

37. Intentionally deleted.

38. A master sign plan is required for Planning Department review and approval and all individual signs, including subdivision identification signs, require a sign permit prior to installation.

39. Sound mitigation may be desired by owners of units along US 40. Conditions of approval prohibit sound barrier walls within the MPD. However, other sound mitigation measures may be accomplished with landscaping, berming, smart housing design and insulation, and sound barriers constructed as part of the dwelling units.

40. Section 15-6-4 (G) of the LMC states that once the Planning Commission has approved an MPD, the approval shall be put in the form of a Development Agreement.

41. The applicant stipulates to the conditions of approval.

42. The discussion in the Analysis sections of the March 23, 2011, October 9, 2013, and November 6, 2013 Planning Commission Staff Reports are incorporated herein.

43. The applicants have met with Rocky Mountain Power and have increased the Rocky Mountain Power line setbacks as required by this Utility.

44. The site plan for the proposed MPD has been designed to minimize the visual impacts of the development from the SR 248 Entry Corridor and has preserved, through open space, the natural views of the mountains, hillsides and natural vegetation consistent with Park City's "resort character".

45. The 171.5 acres of open space adjacent the development, the trail connections and improvements, and proposed neighborhood public park, as conditioned, will provide additional recreational opportunities to the Park City community and its visitors, which strengthens and enhances the resort character of Park City.

46. The opportunities for mixed affordable housing types, including rental units, within the development will strengthen the resort economy by providing attainable housing options in a sustainable and energy efficient community for workers in Park City's tourism/resort based industries.

47. Surrounding uses include open space, Highway 248, US 40, the Rail Trail, the Municipal Water Treatment Plant, Quinn's recreation complex (fields and ice rink), and the IHC medical center and offices.

48. The MPD provides direct connection to and critical improvements of the Rail Trail and provides alternative transportation opportunities for recreation and commuting, such as biking,

walking, in-line skating, and cross country skiing to Park City's business district at Prospector Square (within 2 miles) and to the IHC medical complex.

49. The MPD provides for remediation of historic mine soils for the good of the greater Park City community.

50. Further soils investigation work was conducted and a Site Characterization Report was prepared by IHI Environmental (May 6, 2013) to identify and locate historic mine soils and to draft a remediation plan to submit to the State Department of Environmental Quality as part of the Voluntary Cleanup Program.

#### Conclusions of Law

1. The amended MPD, as conditioned, complies with all requirements outlined in the applicable sections of the Land Management Code, specifically Chapter 6- Master Planned Developments Section 15-6-5.

2. The amended MPD, as conditioned, is compatible with surrounding structures in use, scale, mass, and circulation.

3. The amended MPD, as conditioned, is consistent with the Park City General Plan.

4. The amended MPD, as conditioned, is consistent with the Park City Heights Annexation Agreement in terms of uses, density, housing types, site plan, affordable housing, open space, trail connections, road and intersection improvements, interconnectivity within the neighborhood, and provided neighborhood amenities.

5. The amended MPD, as conditioned, strengthens and enhances the resort character of Park City by providing a residential neighborhood of mixed housing types and prices connected by trails to parks, schools, recreation facilities, employment centers, medical facilities, and commercial areas and that is buffered by larger interconnected areas of open space that preserve entry corridor views of the resort areas and provide wildlife movement corridors.

6. The amended MPD, as conditioned, is Compatible in use, scale and mass with adjacent properties, and promotes neighborhood Compatibility.

7. The amended MPD provides amenities to the community so that there is no net loss of community amenities in that trail improvements, parkland, affordable housing, potential for neighborhood support daycare/commercial are provided, and remediation of historic mine soils on the site will be undertaken at a benefit to the community at large.

8. The amended MPD is consistent with the employee Affordable Housing requirements as adopted by the City Council at the time the Application was filed. Additional affordable house, above that required is provided within the neighborhood.

9. The amended MPD has been designed to place Development on the most Developable Land and preserves significant features and vegetation to the extent possible. Seventy percent of the property remains in open space, with much of the undeveloped land containing significant vegetation and characterized by steeper slopes, visible hillsides, and sensitive ridgeline areas.

10. The amended MPD promotes the Use of non-vehicular forms of transportation through the pedestrian friendly site design and by providing trail connections, sidewalks, access to the Rail Trail, and easy access to parks and open space areas.

11. The MPD and MPD amendments have been noticed and public hearings held in accordance with the LMC.

#### Conditions of Approval

1. All standard project conditions shall apply (Attached).

2. A final subdivision plat for each phase, or sub phase, of development shall be submitted for review by the Planning Commission and City Council and shall be recorded prior to issuance of building permits for individual units within that plat. The plats shall be consistent with the LMC, preliminary plat and the PC Heights site plan and documents reviewed and approved by the Planning Commission during the MPD approval. Final street design, including final cut and fill calculations and limit of disturbance areas, shall be submitted with all final subdivision plats to be reviewed and approved by the Planning Commission during final subdivision review. Off-street guest parking areas shall be identified on the final plats.

3. A limit of disturbance area (LOD), maximum building footprint and/or house size limitation and a setback requirement table for the lots shall be included on the final plats consistent with the Park City Heights Design Guidelines.

4. A note shall be added to the final plats stating that a landscape plan shall be submitted for City review and approval for each lot, prior to building permit issuance for that lot.

5. A note shall be added to the final plats stating that all units (including all deed restricted units) shall be constructed to, National Association of Home Builders National Green Building Standards Silver Certification (or other equivalent Green Building certification approved by the Planning Director) OR reach LEED for Homes Silver Rating (minimum 60 points). Green Building Certification or LEED rating criteria to be used shall be those applicable at the time of the building permit submittal.

In addition to meeting Green Building or LEED for Homes checklists and in order to achieve water conservation goals, each house must either: 1) achieve at a minimum, the Silver performance Level points within Chapter 8, Water Efficiency, of the National Association of Home Builders National Green Building Standards; OR 2) achieve a minimum combined 10 points within the 1) Sustainable Sites (SS2) Landscaping and 2) Water Efficiency (WE) categories of the LEED for Homes Checklist. Points achieved in these resource conservation categories will count towards the overall score.

Third party inspection will be provided. An industry standard Third Party inspector shall be mutually agreed upon by the Chief Building Official and the applicant prior to building permit issuance.

6. A final landscaping and irrigation plan for common areas shall be submitted with the final plats for each phase. Entry and perimeter landscaping shall be completed within six (6) months of issuance of the first building permit, weather and ground conditions permitting. Other Project landscaping, shall be completed within nine (9) months of issuance of 50% of building permits or within six (6) months of any individual Certificate of Occupancy. Landscaping materials and irrigation shall comply with the requirements of the Annexation Agreement, including the Water Agreement, and the Park City Heights Design Guidelines.

7. All exterior building materials, colors and final design details must comply with the approved Park City Heights Design Guidelines and shall be approved by staff prior to building permit issuance.

8. All exterior lighting, including any street and/or path lighting shall be designed to limit the trespass of light into the night sky as much as possible and shall conform to the LMC Sections 15-5-5-(I) and 15-3-3(c) and the Park City Heights Design Guidelines.

9. All exterior lighting, with the exception of bollard lighting at the park shall be privately maintained.

10. A Construction Mitigation Plan (CMP) shall be submitted and approved by the City for compliance with the Municipal Code, as a condition precedent to issuance of any grading or building permits. The CMP shall address construction phasing, staging, storage of materials, circulation and traffic, parking, service and delivery, re-vegetation of disturbed areas, temporary signs and construction lighting, hours of operation, dust and mud control, storm water management, and other items as may be required by the Building Department. The immediate neighborhood and community at large shall be provided notice at least 24 hours in advance of construction work impacting private driveways, street closures, and interruption of utility service. The CMP shall include a site and landscape plan for the sales office building (either within the clubhouse or within a finished unit) to address landscaping, lighting, and parking for the sales office. Construction Mitigation Plans shall provide mitigation measures for traffic delays and potential detours, short term access and private driveway blockage, increased transit time, parking inconveniences, and other impacts on the adjacent neighborhoods and to the community in general.

11. The CMP shall address disposal and treatment of all excavated materials. The capping of exposed soils within the City's Soils Ordinance Boundary is subject to all applicable regulations and requirements of the Park City Soils Ordinance Title 11, Chapter 15- Park City Landscaping and Maintenance of Soil Cover. A detailed Limit of Disturbance (LOD) plan shall be submitted as part of the CMP. The Limits of Disturbance for the entire site shall be minimized to the greatest extent possible, using best construction practices, and shall include the use of additional low retaining walls and steeper slopes to prevent un-necessary disturbance of native vegetation.

12. A construction recycling area and an excavation materials storage area shall be provided within the development to reduce the number of construction trips to and from the development. This condition applies at a minimum to the first two phases of development and may be waived for subsequent phases of development upon request by the applicant and upon review by the Planning, Building, and Engineering Departments.

13. A storm water run-off and drainage plan shall be submitted with the building plans and approved prior to issuance of any building permits. The plan shall follow Park City's Storm Water Management Plan and the project shall implement storm water Best Management Practices. Post development drainage shall not exceed pre-development drainage conditions and special consideration shall be made to protect the wetlands delineated on and adjacent to the site.

14. Maintenance of sidewalks (including, without limitation, snow removal), trails, lighting, and landscaping within the rights-of-way and common areas, with the exception of the Public Park and public trails, shall be provided by the HOA, unless otherwise agreed upon by the City Council. Language regarding ownership and maintenance of the open space and common areas shall be included on the final subdivision plats.

15. A financial guarantee, in a form and amount acceptable to the City and in conformance with the LMC Subdivision Regulations, for the value of all public improvements, pedestrian amenities and trails, sidewalks, bus stop amenities, landscaping (including landscaping to re-vegetate and re-landscape areas disturbed by construction related to the MPD) to be completed according to the final approved plans shall be provided to the City prior to building permit issuance for new

construction within each phase of construction. All public improvements shall be completed according to City standards and accepted by the City Council prior to release of this guarantee.

16. Final utility plans, consistent with preliminary utility plans reviewed by the Planning Commission during the MPD review, shall be submitted with the final subdivision plats. Utility plans shall be reviewed by the Interdepartmental staff members and the utility service providers as the Development Review Team. Utilities for the MPD shall be placed underground.

17. The City Engineer shall review and approve all associated utility and public improvements plans (including streets and sidewalks, grading, drainage, trails, public necessity signs, street signs and lighting, and other required items) for compliance with the LMC and City standards as a condition precedent to final subdivision plat recordation. This shall include phasing plans for street construction to ensure adequate fire turn-around that minimize disturbance of native vegetation. Due to expansive soils in the area, grading and drainage plans shall include a comprehensive lot drainage plan for the entire phase of each final subdivision plat.

18. Above ground utility boxes must be shown on the final utility plans. The location of these boxes shall comply with best practices for the location of above ground utility boxes. These boxes shall be located in the most efficient, logical, and aesthetic locations, preferably underground. If located above ground the boxes shall be screened to minimize visual impacts and locations shall be approved by the City Engineer.

19. The Snyderville Basin Water Reclamation District's review and approval of the utility plans and final subdivision plats, for conformance with the District's standards for review, is a condition precedent to plat recordation and building permit issuance.

20. All construction, including grading and trails, within the Park City Soils Ordinance area shall comply with restrictions and requirements of the Park City Soils Ordinance (Municipal Code Title 11, Chapter 15).

21. Trail improvements necessary to connect the Rail Trail to the Hwy 248 tunnel trail on the north side of Richardson Flat Road, as well as the trail connection from the Rail Trail to the public park on the south side of Richardson Flat Road, will likely impact the wetlands in this area. Precedent to issuance of a building permit for these trails a wetlands impacts and enhancements plan shall be reviewed by the Planning Staff. All required wetlands permits shall be obtained from the required agencies.

22. Mitigation for the disturbance of any wetland areas shall be identified on the trail construction plan and shall include enhancements of wetlands as an amenity feature for users of the trail system.

23. Enhancements to wetland areas and other disturbed areas within the MPD could include but are not limited to educational signs, such as identification of plants and animals, ecological processes, wetlands ecology, and insights into seasonal changes to the landscape; plantings that encourage and/or provide food sources for wildlife; additional on-site water sources; cleanup of degraded areas; and new nesting habitat/bird and small mammal boxes.

24. Lots 89 and 90 of the amended preliminary subdivision plat have been shifted to match the trail phasing plan to locate the trail connection on the open space.

25. All construction, including streets, utilities, and structures shall comply with recommendations of the June 9, 2006, Geotechnical Study for the Park City Heights Development provided by Gordon, Spilker Huber Geotechnical Consultants, Inc. Special construction methods, removal of unsuitable soils, and other mitigation measures are

recommended in the Study. Additional soils studies and geotechnical reports may be required by the Building Department prior to issuance of building permits for streets, utility installation, and structures.

26. A detailed review against the Uniform Building and Fire Codes in use at the time of building permit submittal is a condition precedent to issuance of full building permit.

27. Fire protection and emergency access plans shall be submitted prior to the issuance of any building permits and shall be consistent with applicable building and fire codes and shall take into consideration the recommendations of the Fire Protection Report (March 2011). The fire protection plans shall include any required fire sprinkler systems and landscaping restrictions within the Wildland interface zones. The plans shall ensure that Park City's ISO rating is not negatively affected by the development.

28. A limit of disturbance area shall be identified during the building permit review and construction fencing will be required to mitigate construction impacts. Silt fencing is required during construction in areas where run-off and construction may impact adjacent wetlands, water ways, and undisturbed areas as determined by the Building Department.

29. Trail easements for all proposed trails in the MPD shall be platted on the final recorded subdivision plats, unless they are located within designated public open space parcels. All trails shall be constructed consistent with the Park City Trails Master Plan and the Snyderville Basin Trails Master Plan. Connections to undeveloped property to the south providing future connections to the Wasatch County shall be consistent with the Wasatch County Trails Plan.

30. Construction of the public park, trails within the first phase, trail connections to the Rail Trail on both the north and south sides of Richardson Flat road, as described in the findings, and other neighborhood amenities associated with the first phase, shall commence upon issuance of the 40th building permit for Phase I (as described in the Annexation Agreement) and shall be complete within 9 months from commencement of construction, unless otherwise directed by City Council. In subsequent phases, trails, amenities, and other improvements shall be completed prior to issuance of 50% of the certificates of occupancy for the units within that phase, or as otherwise stated in the Development Agreement.

31. The neighborhood public park shall be developed in accordance with standards set forth and required by the City Council, Recreation Advisory Board and city standards. A minimum area of 100 by 80 yards shall be initially free from fixed improvements until final field design is approved or further conditioned at subdivision approval. The park will include bathrooms in the club house with exterior access for park users.

32. An Affordable Housing Plan, consistent with the Park City Heights Annexation Agreement and as required by LMC Section 15-6-5 (J), shall be reviewed by the Planning Commission and a recommendation shall be forwarded to the Park City Housing Authority. The Park City Housing Authority shall approve the final Park City Heights Affordable Housing Plan prior to issuance of any building permits for units within the MPD.

33. As a condition precedent to receiving a certificate of occupancy for any market rate unit the City shall be provided with proof of compliance with the approved Affordable Housing Plan.

34. A master sign plan for the neighborhood shall be submitted, reviewed for compliance with the Park City Sign Code, and approved by the City, as a condition precedent to issuance of any individual sign permits.

35. No sound barrier walls or structures along Hwy 40 are permitted within the MPD. To the extent sound mitigation measures are utilized within the MPD, such measures shall be limited to landscaping and berms, energy efficient housing design and insulation, and sound mitigation constructed as part of the design of the dwelling units and shall be reviewed by the Planning Department for compliance with the Design Guidelines.

36. Approval of this Master Planned Development is subject to LMC Chapter 6- Master Planned Developments and shall expire two (2) years after execution of the amended Development Agreement, on October 26, 2014, unless Construction, as defined by the Uniform Building Code, has commenced on the project.

37. Pursuant to Section 15-6-4 (G) of the LMC, once the Planning Commission has approved an MPD, the approval shall be put in the form of a Development Agreement. The Development Agreement must be ratified by the Planning Commission within 6 months of this approval. The Development Agreement shall be signed by the Mayor on behalf of the City Council and recorded with the Summit County Recorder.

38. The Park City Soils Boundary shall be identified on the final plats (if applicable).

39. Timing of completion of all required items and public benefits shall be further described and stated in the Development Agreement.

40. No through roads may be provided through the Park City Heights MPD to the Deer Valley MPD subdivisions.

41. A re-vegetation plan for all disturbed areas (existing and newly disturbed) that are not landscaped with finished landscaping shall be submitted with the final road and utility plans for each phase. Re-vegetation of all disturbed areas within Phase One, that are not planned to be landscaped with finished landscaping, such as road and utility installation, soil remediation, other existing disturbed areas, shall be completed prior to issuance of the 28th certificate of occupancy for the Park City Heights MPD. If this area is used as a construction staging, construction recycling area, and excavated materials storage area, a new construction staging area will need to be approved by the Planning Department for the remainder of Phase I and for subsequent phases and shall be re-vegetated in a like manner with the issuance of certificates of occupancy for the final units in the respective phase.

42. Noxious weeds shall be managed per the Summit County noxious weeds ordinances during construction and in perpetuity by including regulations in the CMP, Design Guidelines, and CCRs.

43. One additional site visit was required by certified biologists during May or June 2011 to: a) validate the observations of the preliminary biological report and, b) to further study and identify wildlife movement corridors, evidence of species of high public interest (Elk, Moose, Deer, and other small mammals), locations of den or nesting sites, and any areas of high native species diversity. The report, provided to the Planning Department by Logan Simpson Design Inc. on July 7, 2011, included additional recommendations on mitigating impacts of the development on wildlife and wildlife corridors. The report was provided to the Planning Department on July 7, 2011.

44. Clearing and grubbing of vegetation and soils shall be minimized from April through July to avoid disturbance of nesting birds, unless a detailed search for active nests is conducted and submitted to the Planning Director for review by a certified wildlife biologist and any active nests are protected during construction

45. Left blank intentionally.

46. Due to the visual exposure of lots on the minor ridge, lots on the western perimeter, namely Lots 23, 24, 30, 31, 66, 67, 76, and 77 of the preliminary subdivision plat prepared by Ensign dated 1/17/11, shall be required to obtain a conditional use permit prior to building permit issuance, if proposed building heights are greater than twenty-eight feet (28'). Reconfigured Lots have been moved down the hill farther away from the minor ridge as much as possible and the concern for visual exposure is lessened with the revised plan. Lots 76 and 77 remain the same.

47. The applicants shall approach the adjacent property owner to the west to explore a mutually agreeable plan for incorporating the parcel into the Park City MPD and transferring density to the Park City Heights neighborhood in exchange for open space designation of this highly sensitive and visible parcel of land and the potential to relocate the upper western cul-de-sac to a less visible location.

48. All work within the Rail Trail ROW requires review by and permits issued by the Utah State Parks/Mountain Trails Foundation, in addition to the City. The Rail Trail shall remain open to pedestrians during construction to the extent possible.

49. High energy use amenities, such as snow melt systems, heated driveways, exterior heated pools and fireplaces, shall require energy off-sets and/or require the power to be from alternative energy sources, as described in the Park City Heights Design Guidelines.

50. All conditions, requirements, and stipulations of the Park City Heights Annexation Agreement and Water Agreement continue to apply to this MPD.

51. The final MPD phasing plan shall be consistent with conditions of the Water Agreement as to provision of public services and facilities.

52. All transportation mitigation requirements, as stated in the Annexation Agreement, continue to apply to this MPD.

53. The Applicant must meet all applicable bonding requirements.

54. Bus shelters on both the north and south sides of Richardson Flat Road shall be constructed within 60 days of issuance of the 40th certificate of occupancy. The shelter design and location shall be approved by the City Planning, Engineering, Building, and Transportation Departments and shall include a sign with the phone number of the Park City Bus service dial-a-ride. Information regarding the dial-a-ride service shall be posted within the shelters.

55. Sheet c4.0 (LOD Erosion Control Plan) shall be amended as follows: Note 1 shall read that the LOD for roadways is not to extend beyond 3' from the cut/fill limits as shown on the plan. Note 2: A 4 to 6 foot engineered wall shall be used in areas outside the limits of future home and driveway construction and where proposed cut/fill is in excess of 10' vertical as measured from the top back of curb to cut/fill catch point. Note 3: Proposed retaining walls shall not exceed 6 feet where they are necessary. A system of 4' to 6' walls with no individual wall exceeding 6', (i.e. tiered walls) may be used. The walls shall be separated by a 3' landscaped area from top back of lower wall to toe of upper wall. Note 4: Exceptions to these standards may be granted by the Planning Commission at the time of final subdivision plat review as necessary to minimize overall total disturbance.

56. House size limitations for all lots within the MPD shall be identified in the Design Guidelines subject to further appropriate reduction if found necessary during the final subdivision plat process, taking into consideration the size of the lots, visibility of the lots from the LMC Vantage

Points, solar access of adjacent lots, onsite snow storage, and ability to solar access of adjacent lots, onsite snow storage, and ability to achieve Sustainable Development requirements as described in findings of fact #1 and conditions of approval #5-LEED for Homes Silver rating to meet the applicable standards of LMC 15-7.3-3.

Nothing herein shall preclude the applicant from proposing alternative methods of mitigation. Specifically, and without limitation, the Design Guidelines shall provide that house sizes of the Homestead lots shall be no greater than the following: (as delineated below by lot numbers per the preliminary plat prepared by Ensign and dated 1/17/11)

Lots 58 thru 66- 4000 square feet  
Lots 130 thru 154- 4000 square feet  
Lots 163 thru 164- 4000 square feet  
Lots 70 thru 72- 5000 square feet  
Lots 105 thru 129- 5000 square feet  
Lots 155 thru 156- 5000 square feet  
Lots 77 thru 98- 6000 square feet

The Design Guidelines shall reflect a preference for smaller homes consistent with (a) “best practices” in sustainable design and development to address the materials and energy impacts of larger homes and (b) the historic pattern of residential development in Old Town.

57. The Park City Heights Design Guidelines were approved by the Planning Commission prior to ratification of the Development Agreement by the Planning Commission and shall be used to review all activity and permits for compliance with the MPD.

58. The Park City Heights Design Guidelines are an integral component of the Park City Heights MPD and substantive amendments to the Design Guidelines require Planning Commission approval. Minor amendments shall be reviewed by the Planning Director for consideration and approval.

59. Adequate snow storage easements, as determined in consultation with the Park City Public Works, will be granted to accommodate for the on-site storage of snow. Snow storage shall not block internal pedestrian sidewalks and circulation trails. Removal of snow from the Park City Heights MPD is discouraged with the final decision to haul snow from this area to be made by the City’s Public Works Director. The soil repository shall not be utilized for snow storage. Storm water detention areas to the west of the designed repository shall be allowed to be utilized for snow storage as well as storm water.

60. To further encourage non-vehicular transportation, trail maps will be posted in the clubhouse for the benefit of future residents. There will also be a ride-share board located within the clubhouse that residents may utilize in order to plan carpooling which will further limit trips from the development. The dial-a-ride phone number shall be posted at the ride-share board. The HOA shall post information and consider a bike-share program.

61. The Park City Heights Design Guidelines and CCRs shall include information related to the history of the site and Quinn’s Junction region.

62. All transportation mitigation elements, as required by the Park City Heights Annexation Agreement (July 2, 2010) continue to apply to this MPD. The Applicants, as required by the Annexation Agreement, shall complete, with the first Phase (first 90 UEs) of the MPD (as described in the Annexation Agreement), the SR248/Richardson Flat intersection improvements with all required deceleration and acceleration lanes; and shall include the required infrastructure (fiber optic, control boxes, computer links, etc.) to synchronize this traffic signal

with the UDOT coordinated signal system on SR 248, within the Park City limits at the time of this MPD. At the time the traffic signal is installed, the Applicants shall request in writing that UDOT fully synchronize signals along SR 248, with supporting data as applicable. Required improvements to Richardson Flat Road, including 5' wide bike lanes, as stated in the Annexation Agreement, shall be complete with the first Phase (first 90 UEs) of the MPD. The cost sharing methodology between the Applicants and any assigns, for these mitigation elements, shall be detailed in the Park City Heights Development Agreement. The Applicant shall provide an annual assessment of traffic counts and bus needs generated by the MPD for five (5) consecutive years following issuance of the first certificate of occupancy. The applicants shall participate with the City to conduct an annual assessment, which shall include peak period counts of both summer and winter traffic in the vicinity of the SR 248/Richardson Flat Road intersection, and submit such to UDOT. This information shall be coordinated with best available UDOT data and analysis. This assessment shall be incorporated into ongoing Park City Transportation Master Plan and the Park City Transit planning efforts with UDOT. This information shall be presented annually to the Planning Commission in conjunction with an update of the City Transportation Master Plan.

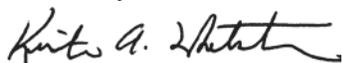
64. Prior to commencing any work to remediate metals impacted soils, a copy of the Utah Department of Environmental Quality approved remediation plan, prepared as part of the Utah Voluntary Clean-Up Program (VCP), shall be provided to the City.

65. The results and report of the soils investigation work prepared by IHI Environmental May 6, 2013) that identifies and locates historic mine soils, and the remediation plan submitted to and approved by the State Department of Environmental Quality as part of the Voluntary Cleanup Program, shall be provided to the Building Department prior to issuance of any building permits for development of streets, utilities, lots, trails, parks, and all construction that requires disturbance of soil.

66. The applicants stipulate to a condition that a disclosure regarding the developer's participation in the Voluntary Clean-up Program and receipt of certificate of completion shall be included in the CCRs.

If you have any questions or concerns regarding this letter, please do not hesitate to call me at 435-615-5066.

Sincerely,



Kirsten A. Whetstone, MS, AICP  
Senior Planner

File

# EXHIBIT D

## Ordinance 10-24

**AN ORDINANCE ANNEXING APPROXIMATELY 286.64 ACRES OF PROPERTY LOCATED AT THE SOUTHWEST CORNER OF THE SR248 AND US40 INTERCHANGE IN THE QUINN'S JUNCTION AREA, KNOWN AS THE PARK CITY HEIGHTS ANNEXATION, INTO THE CORPORATE LIMITS OF PARK CITY, UTAH, AND APPROVING AN ANNEXATION AGREEMENT AND A WATER AGREEMENT, AND AMENDING THE OFFICIAL ZONING MAP OF PARK CITY TO ZONE THE PROPERTY COMMUNITY TRANSITION (CT)**

WHEREAS, on January 28, 2005, the majority property owner of the property known as the Park City Heights Annexation, as shown on the attached Annexation Plat (Exhibit A, the "Property"), petitioned the City Council for approval of an annexation into the Park City limits; and

WHEREAS, the Property is approximately 286.64 acres in size and is located southwest of the intersection of State Road 248 and US-40 as described in the attached Legal Description (Exhibit B); and

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

WHEREAS, on February 16, 2005, additional information was included in the annexation submittal and the submittal was deemed complete; and

WHEREAS, the Park City Council accepted the Park City Heights petition for annexation on March 10, 2005; and

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

WHEREAS, On April 8, 2005, the City Recorder certified the annexation petition and delivered notice letters to the "affected entities" required by Utah Code, Section 10-2-405, giving notice that the petition had been certified and the required 30-day protest period had begun; and

WHEREAS, no protests were filed by any "affected entities" or other jurisdictions within the 30-day protest period and the petition was considered accepted on May 11, 2005; and

WHEREAS, the City Council established the Park City Heights Annexation Task Force (Resolution No. 13-06) on May 4, 2006, for purposes of formulating specific recommendations to the Planning Commission and City Council relating to the annexation's proposed zoning, density, land uses, affordable housing, transportation, and community economic/fiscal impacts; and

WHEREAS, the Task Force, on July 10, 2007, forwarded a unanimous positive recommendation to the Planning Commission to, among other things, zone the annexation area Community Transition (CT) and recommend a conceptual site layout; and

WHEREAS, the Planning Commission, after proper notice, conducted a public hearing on February 27, 2008. The public hearing was continued to March 26, 2008, where additional input was received; and

WHEREAS, on April 9, 2008, the Planning Commission conducted a public hearing and voted to forward to City Council a recommendation on the proposed annexation and also recommended that the property be zoned Community Transition (CT); and

WHEREAS, on April 24; May 22; June 5, 19, and 17; July 17; August 28; September 11 and 18; October 16, and December 18, 2008 the City Council conducted public hearings and discussed the annexation proposal; and

WHEREAS, on April 30, 2009, the City Council further discussed outstanding issues regarding conceptual site planning, density, affordable housing, and infrastructure cost sharing.

WHEREAS, on May 6, 2009, the property was re-posted and properly noticed for a public hearing on May 21, 2009, and the City Council conducted the public hearing and continued the hearing to June 4, 2009. Additional public hearings were held on June 25, July 9 and 30, August 20, September 3, and October 8, 2009, when the item was continued to a date uncertain.

WHEREAS, on May 12, 2010, the property was re-posted and properly noticed for a public hearing on May 27, 2010.

WHEREAS, on May 27, 2010, the City Council conducted a public hearing and took public testimony on the matter, as required by law; and

WHEREAS, the Council finds that the requested Community Transition (CT) zoning, is consistent with the Park City General Plan and Quinn's Junction Joint Planning Principles; and

WHEREAS, the requested CT zoning allows for residential density of up to one unit per acre subject to compliance with 1) Master Planned Development (MPD) requirements described in Section 15-6 of the Land Management Code (LMC) and 2) CT-MPD requirements described in Section 15-2.23-4 of the LMC; and

WHEREAS, an application for a Master Planned Development (the "Proposed MPD") on 239.58 acres of the annexation Property was submitted with the complete annexation petition; and

WHEREAS, an Annexation Agreement, between the City and Petitioner pursuant to the Land Management Code, Section 15-8-5 (C), setting forth further terms and conditions of the Annexation and Master Planned Development, including a Water Agreement, is herein included as Exhibit D;

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

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

The Property so annexed shall enjoy the privileges of Park City as described in the Annexation Agreement attached as Exhibit D and shall be subject to all City levies and assessments as described in the terms of the Annexation Agreement.

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

SECTION 2. ANNEXATION AGREEMENT. Council hereby authorizes the Mayor to execute the Annexation Agreement in substantially the same form as is attached hereto as Exhibit D and as approved by the City Attorney. The Annexation Agreement shall include an executed Water Agreement (as an attachment) between the City and Applicant to be recorded concurrently with the Annexation Agreement.

SECTION 3. COMPLIANCE WITH STATE LAW, GENERAL PLAN, AND ANNEXATION POLICY PLAN. This annexation meets the standards for annexation set forth in Title 10, Chapter 2 of the Utah Code, the Park City General Plan, and The Annexation Policy Plan - Land Management Code Chapter 8, Annexation. The CT zoning designation is consistent with the Park City General Plan and Annexation Policy Plan.

SECTION 4. OFFICIAL PARK CITY ZONING MAP AMENDMENT. The Official Park City Zoning Map is hereby amended to include said Property in the CT zoning district, as shown in Exhibit C.

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

Findings of Fact

1. The property is subject to the Employee/Affordable Housing requirements of the Affordable Housing Guidelines and Standards Resolution 17-99. One Affordable Unit Equivalent equals 800 square feet.
2. Land uses proposed in the Proposed MPD include market rate residential units, affordable units, and required affordable housing units, as described in the Annexation Agreement. It is anticipated that the Petitioner will submit a revised MPD application to the Planning Commission for review and final action. Other support uses, as approved by the Planning Commission during the Master Planned Development review, consistent with the CT zone and Land Management Code, may be allowed. Final configuration and integration of the market rate and affordable units will be determined at the time of MPD review.
3. The proposed land uses are consistent with the purpose statement of the CT zone and shall be presented in the revised MPD as a clustered development preserving the natural setting and scenic entry corridor by providing significant open space and landscape buffers between the development and highway corridor.
4. The revised MPD, when approved, shall substantially comply with the Annexation Agreement.
5. Parcel SS-92, a 24 acre parcel within the annexation area, is donated to the City for open space, public recreation and utility uses.
6. The annexation complies with the Quinn's Junction Joint Planning Principles in that the proposal results in significant public benefits due to the inclusion of a significant amount of affordable housing in a residential community with a range of housing types, and the proposed affordable housing relates to Park City's recreation and tourism industry.
7. The recitals above and findings of the Technical Committee dated July 10, 2007, are incorporated herein.
8. The requirement for 44.78 Affordable Unit Equivalents (AUEs) associated with the IHC Hospital, as described in the Intermountain Healthcare/USSA/Burbidge Annexation Agreement, will be transferred to and satisfied by the construction of said AUEs within the Property.

Conclusions of Law

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

Conditions of Approval

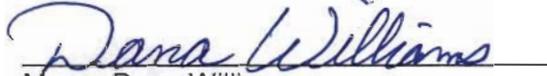
1. The Official Zoning Map shall be amended to include the Park City Heights Annexation property in the Community Transition (CT) Zoning District.
2. The Annexation Agreement shall be fully executed and recorded with the Annexation Plat.

3. The affordable housing density transferred from the IHC parcel is hereby permanently removed from within the IHC MPD and no affordable density shall be allowed on City-owned 5 acre parcel known as Lot 4 of the Subdivision Plat (Second Amended) for the Intermountain Healthcare Park City Medical Campus/USSA Headquarters and Training Facility.

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

PASSED AND ADOPTED this 27<sup>th</sup> day of May, 2010.

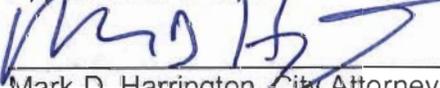
PARK CITY MUNICIPAL CORPORATION

  
\_\_\_\_\_  
Mayor Dana Williams

Attest:

  
\_\_\_\_\_  
Sharon Bauman, Deputy City Recorder

Approved as to form:

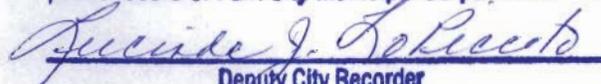
  
\_\_\_\_\_  
Mark D. Harrington, City Attorney

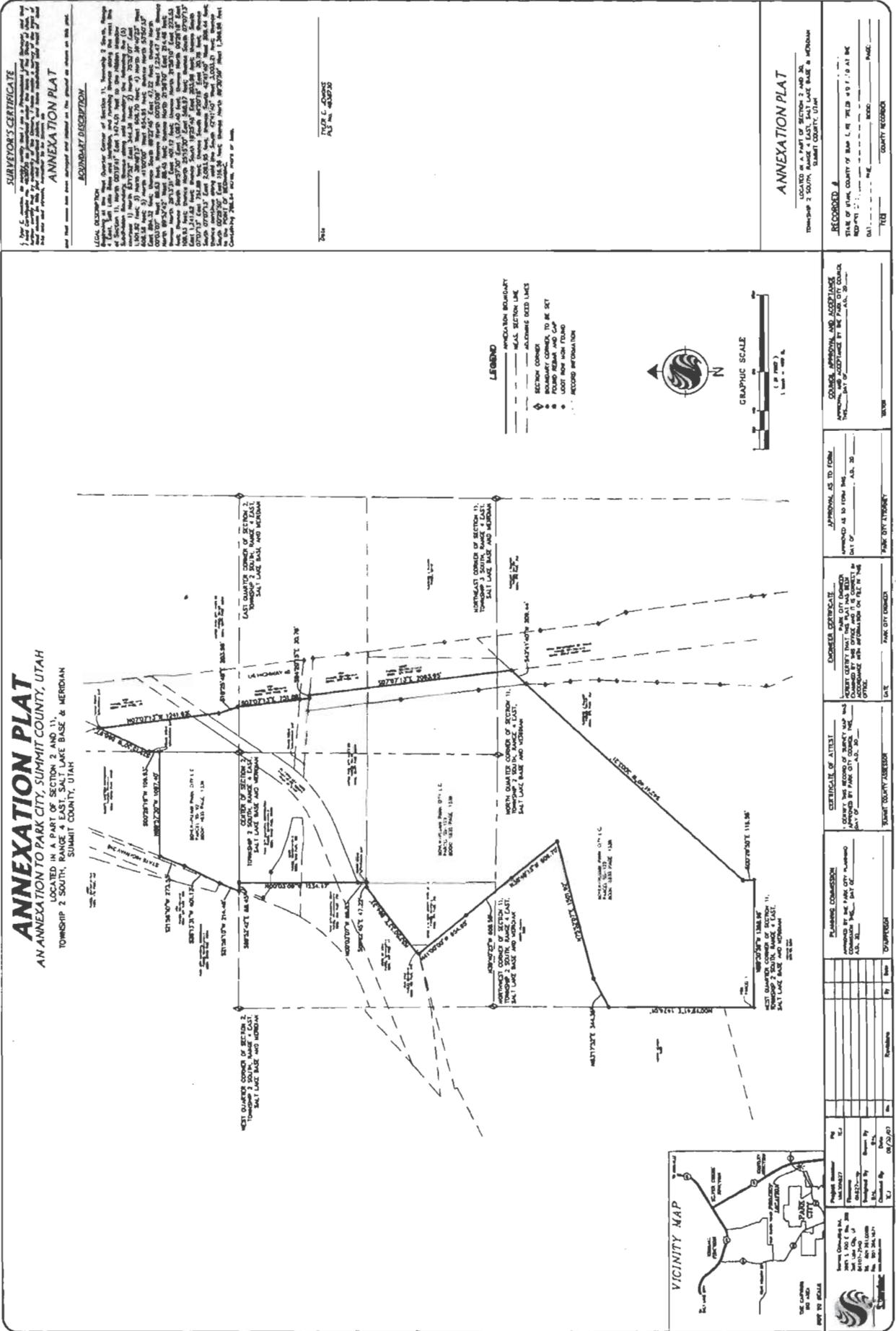


**Exhibits**

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

On this 2<sup>nd</sup> day of July, 20 10, I certify that the foregoing document is a true copy of the original public record of Park City Municipal Corporation. *Ord 10-24*

  
\_\_\_\_\_  
Deputy City Recorder



**SURVEYOR'S CERTIFICATE**  
 I, Paul E. Adams, a duly Licensed Professional Surveyor in the State of Utah, do hereby certify that the foregoing plat was prepared by me or under my direct supervision and that I am a duly Licensed Professional Surveyor in the State of Utah.

**BOUNDARY DESCRIPTION**  
 LEGAL DESCRIPTION  
 A certain lot, to-wit: Lot 1, Block 1, Subdivision 1, located in the East 1/4 of Section 11, Township 2 South, Range 4 East, Salt Lake Base and Meridian, Summit County, Utah, containing 0.125 acres, more or less, as shown on the attached plat.

**ANNEXATION PLAT**  
 A certain lot, to-wit: Lot 1, Block 1, Subdivision 1, located in the East 1/4 of Section 11, Township 2 South, Range 4 East, Salt Lake Base and Meridian, Summit County, Utah, containing 0.125 acres, more or less, as shown on the attached plat.

**BOUNDARY DESCRIPTION**  
 LEGAL DESCRIPTION  
 A certain lot, to-wit: Lot 1, Block 1, Subdivision 1, located in the East 1/4 of Section 11, Township 2 South, Range 4 East, Salt Lake Base and Meridian, Summit County, Utah, containing 0.125 acres, more or less, as shown on the attached plat.

DATE: \_\_\_\_\_  
 PAUL E. ADAMS  
 PLS No. 408292

FILE NO. \_\_\_\_\_

RECORDED IN \_\_\_\_\_

DATE OF RECORDING \_\_\_\_\_

BY \_\_\_\_\_

COUNTY RECORDER

TOWNSHIP 2 SOUTH, RANGE 4 EAST, SALT LAKE BASE & MERIDIAN, SUMMIT COUNTY, UTAH

RECORDED IN \_\_\_\_\_

DATE OF RECORDING \_\_\_\_\_

BY \_\_\_\_\_

COUNTY RECORDER

TOWNSHIP 2 SOUTH, RANGE 4 EAST, SALT LAKE BASE & MERIDIAN, SUMMIT COUNTY, UTAH

RECORDED IN \_\_\_\_\_

DATE OF RECORDING \_\_\_\_\_

BY \_\_\_\_\_

COUNTY RECORDER

TOWNSHIP 2 SOUTH, RANGE 4 EAST, SALT LAKE BASE & MERIDIAN, SUMMIT COUNTY, UTAH

RECORDED IN \_\_\_\_\_

DATE OF RECORDING \_\_\_\_\_

BY \_\_\_\_\_

COUNTY RECORDER

TOWNSHIP 2 SOUTH, RANGE 4 EAST, SALT LAKE BASE & MERIDIAN, SUMMIT COUNTY, UTAH

RECORDED IN \_\_\_\_\_

DATE OF RECORDING \_\_\_\_\_

BY \_\_\_\_\_

COUNTY RECORDER

TOWNSHIP 2 SOUTH, RANGE 4 EAST, SALT LAKE BASE & MERIDIAN, SUMMIT COUNTY, UTAH

RECORDED IN \_\_\_\_\_

DATE OF RECORDING \_\_\_\_\_

BY \_\_\_\_\_

COUNTY RECORDER

TOWNSHIP 2 SOUTH, RANGE 4 EAST, SALT LAKE BASE & MERIDIAN, SUMMIT COUNTY, UTAH

RECORDED IN \_\_\_\_\_

DATE OF RECORDING \_\_\_\_\_

BY \_\_\_\_\_

COUNTY RECORDER

TOWNSHIP 2 SOUTH, RANGE 4 EAST, SALT LAKE BASE & MERIDIAN, SUMMIT COUNTY, UTAH

RECORDED IN \_\_\_\_\_

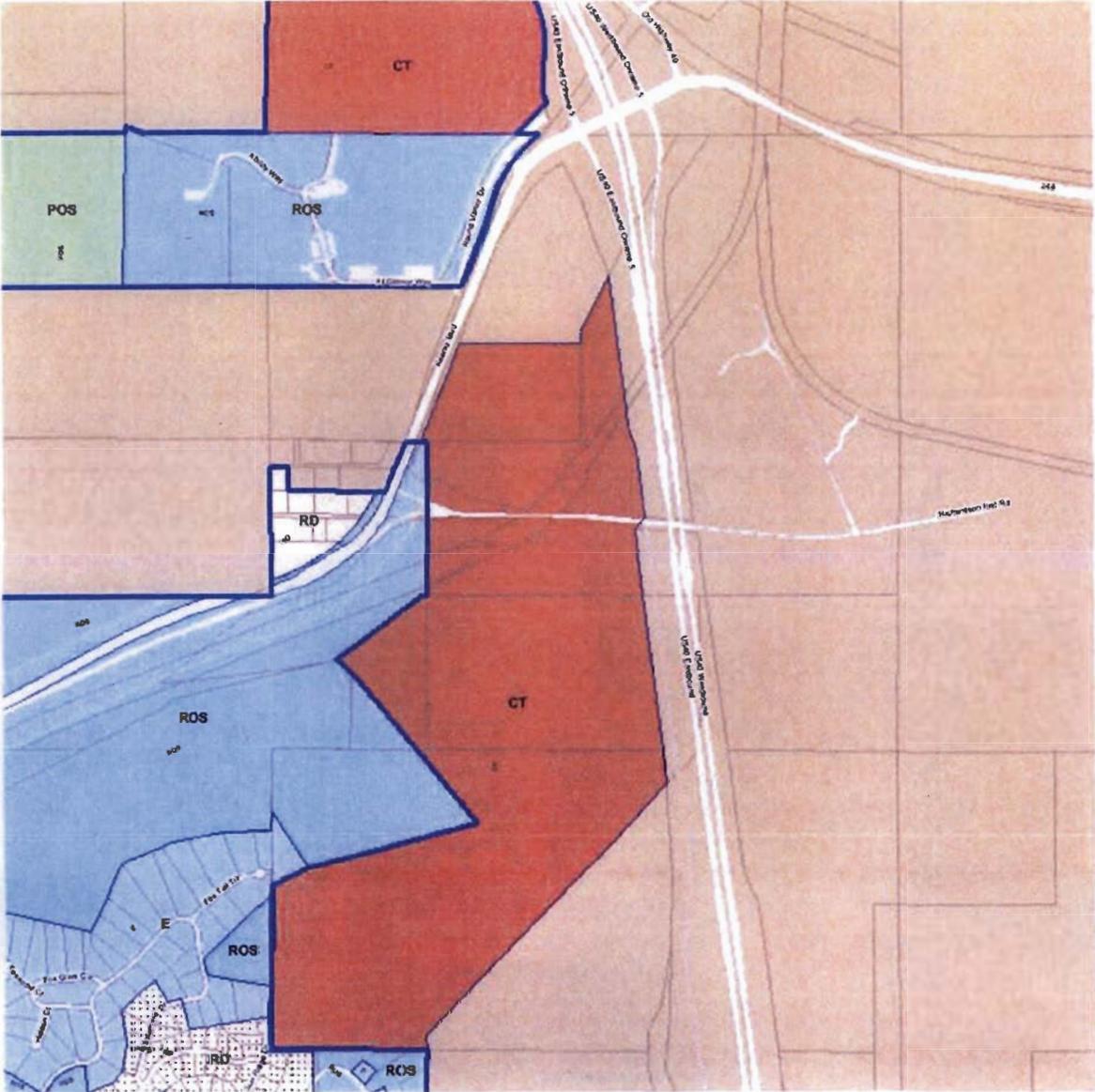
DATE OF RECORDING \_\_\_\_\_

BY \_\_\_\_\_

COUNTY RECORDER

**EXHIBIT B****LEGAL DESCRIPTION**

Beginning at the West Quarter Corner of Section 11, Township 2 South, Range 4 East, Salt Lake Base and Meridian, and running thence along the west line of Section 11, North 00°19'41" East 1474.01 feet to the Hidden Meadow Subdivision Boundary; thence along said boundary the following five (5) courses: 1) North 63°17'52" East 344.36 feet; 2) North 75°52'07" East 1,501.92 feet; 3) North 38°46'13" West 606.70 feet; 4) North 39°40'23" West 608.58 feet; 5) North 41°00'00" West 654.95 feet; thence North 53°50'33" East 894.32 feet; thence South 89°22'45" East 47.22 feet; thence North 00°03'07" West 89.53 feet; thence North 00°03'09" West 1,234.47 feet; thence North 89°52'42" West 88.45 feet; thence North 21°56'10" East 214.48 feet; thence North 26°13'31" East 401.12 feet; thence North 21°56'10" East 273.53 feet; thence South 89°57'30" East 1,087.40 feet; thence North 00°26'18" East 109.93 feet; thence North 25°15'30" East 568.97 feet; thence South 07°07'13" East 1,241.62 feet; thence South 18°25'48" East 203.96 feet; thence South 07°07'13" East 751.89 feet; thence South 84°20'15" East 30.76 feet; thence South 07°07'13" East 2,093.95 feet; thence South 42°41'40" West 209.44 feet; thence continue along said line South 42°41'40" West 3,003.21 feet; thence South 00°29'50" East 116.56 feet; thence North 89°30'59" West 1,368.96 feet to the POINT OF BEGINNING.  
Containing 286.64 acres, more or less.



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

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

---

ANNEXATION AGREEMENT

THIS ANNEXATION AGREEMENT (this "Agreement") is made by and between Park City Municipal Corporation (hereinafter, "Park City" or the "City") and Boyer Park City Junction, L.C. , a Utah liability company (hereinafter, "Boyer" or "Petitioner") to set forth the terms and conditions under which Park City will annex certain land owned by Petitioner as Tenants In Common with Park City, consisting of approximately 286.64 acres (which includes land owned by other landowners, as set forth in the next paragraph) and located in unincorporated Summit County, Utah, at the southwest corner of State Route 248 and Highway 40 (as further defined below, the "Petitioner's Property"), and known as Park City Heights Annexation, into the corporate limits of Park City and extend municipal services to the Property. The City and Boyer are sometimes collectively referred to in this Agreement as the "Parties" or individually as a "Party". This Agreement is made under authority of §§ 10-2-401 et. seq. of the Utah Code, Annotated 1953, as amended "MLUDMA").

WHEREAS, included in the 286.64 acre annexation Property are the following parcels: parcel 1- M. Bayer/J. Bayer (SS-89-A); parcel 2- Boyer/Park City Municipal Corporation (PCMC) (SS-122); parcels 3, 7, and 8- Park City Municipal Corporation (PCMC) (SS-88); parcel 4- Utah Department of Transportation (UDOT) (SS-92-A-2-X); parcel 5- Park City Municipal Corporation (PCMC) (SS-92-A-X-X); and parcel 6- Boyer/Park City Municipal Corporation (PCMC) (SS-92). The annexation Property also includes the right-of-way of Old Dump Road through the Property and the State of Utah Parks and Recreation Rail Trail right-of-way through the Property.

WHEREAS, in furtherance of the foregoing, the Petitioner desires to annex the Property into the corporate limits of the City and, to that end, an annexation petition (the "Annexation Petition") for the Property was filed with the City on January 28, 2005. Additional information was included in the annexation petition and on February 16, 2005, the City deemed the application complete. The petition was accepted by the City on March 10, 2005.

WHEREAS, in connection with any such annexation (the "Annexation"), the Property is proposed to be zoned Community Transition ("CT Zone"), a City zoning district that allows for low density, clustered development as part of a Master Planned Development as more fully described in the City's Land Management Code. The zoning district allows uses including, but not limited to, public/quasi-public institutional uses, public recreation uses, affordable/employee housing, residential, and open space land uses on the Property.

NOW, THEREFORE, in furtherance of the Annexation Petition, in consideration of Park City's agreement to annex Petitioner's property and in consideration of the mutual promises contained herein,

as well as the mutual benefits to be derived here from, the Parties agree that the terms and conditions of Annexation shall be as follows:

1. **Property.** The property to be annexed is approximately 286.64 acres in size, as depicted on the annexation plat attached as Exhibit A (the "**Annexation Plat**") and as more fully described in the legal description attached as Exhibit B (hereafter referred to as the "**Property**").

2. **Zoning.** Upon Annexation, the Petitioner's Property will be zoned Community Transition District (CT).

3. **Master Plan Approval; Phasing.** Pursuant to Land Management Code Section 15-8-3 (D), on July 5, 2007, a complete revised application for a Master Planned Development on 239.58 acres of the Property (as submitted, the "**MPD**") was filed with the City. Concept Site Plan is attached as Exhibit D. Annexation parcels 1, 4, 5 as described above are not included in the MPD. The Petitioner plans to submit a revised MPD application. The allowable residential density of the MPD project area is 239 units. Of those 239 units, no more than 160 units shall be market residential units. This allowable density does include all required affordable housing units as specified in Paragraph 10 below. This Agreement does not represent approval or vesting of the submitted MPD or any subsequent MPD proposal. Rather, the MPD and the land use development of the Property shall be governed by the zoning designations provided herein and, shall be finalized (and, as necessary, amended) as soon as reasonably practicable following completion of the Annexation process pursuant to Utah Code Annotated § 10-2-425(5) (the "**Final MPD**"). Moreover, any substantive amendments to the MPD or this Agreement shall be processed in accordance with the Park City Land Management Code in effect at the time. Further, as part of the Final MPD and subdivision approval process, the phasing of the development of the Property shall be determined, to ensure the adequacy of public facilities that may be required to support any such development.

4. **Trails.** A condition precedent to subdivision approvals for the Property is the grant to the City of non-exclusive, public easements across the Petitioner's Property, and the construction of non-vehicular pedestrian trails as determined by the Planning Commission during the Final MPD and Subdivision Plat review process (collectively, the "**Trails**"). In any event, the trail easements shall include, but are not limited to, existing trails and those easements necessary to extend and/or relocate existing non-vehicular pedestrian trails to connect to other public trail easements existing or planned for the future on adjacent developed or undeveloped properties. Any obligations with respect to the construction of any such trails shall be governed by the terms and conditions of the Final MPD for the Property.

5. **Fire Prevention Measures.** Because of significant wild land interface issues on the Property, the Petitioner (or, as specified in connection with any such assignment, its assigns) agrees to implement a fire protection and emergency access plan, to be submitted prior to the issuance of any building permits, and to be reviewed and approved by the Fire Marshall and Chief Building Official for compliance with applicable building and fire codes.

6. **Roads and Road Design.** All streets and roads within and to the Property, which are to be dedicated to the City, shall be designed according to the City's road design standards or retained as private roads. The roads in the affordable housing area are anticipated to be public and shall be granted,

conveyed and/or dedicated to the City for purposes of a public thoroughfare and, upon acceptance thereof by the City, the maintenance and repair thereof shall be by the City. Unless bond funds are used in connection with the construction of the roads in the market rate housing area, such portion of the roads shall remain private and maintenance and repair of all such streets and roads shall remain with the Petitioner (or its assigns) including any Owner's Association, until such time as any such streets and roads shall be accepted by Park City pursuant to the City's applicable ordinances governing any such dedication (the "Subdivision Ordinance"). All roadways within the Property and subject to the Subdivision Ordinance (the "Subdivision") shall be not less than thirty (30) feet wide, back of curb to back of curb. The final determination of which roadways, or portions thereof, are to be publicly dedicated shall be made during the Subdivision Plat review process; provided that the terms and conditions of grading and constructing roadway access across any City property shall be agreed to as part of any Development Agreement approval process.

Sidewalks shall be included within the dedicated non-pavement right-of-way of all roads unless an alternate location is approved by the Planning Commission. Non-motorized paths separate from the road right-of-way may be preferable and determined by the Planning Commission.

The Development Agreement shall not propose a road or street connection from Park City Heights to The Oaks at Deer Valley Subdivision, Hidden Meadows Subdivision, or to the Morning Star Estates Subdivision. The two proposed single family lots with access onto Sunridge Cove shall be restricted at the time of the Final MPD to single family uses, consistent with the uses allowed in the Oaks at Deer Valley Subdivision. These lots may, if approved by the Oaks at Deer Valley Subdivision, be included in the Oaks at Deer Valley HOA at the time of the Final Subdivision Plat approval.

7. Sanitary Sewer, Line Extensions and Related Matters. Construction and alignment of the sanitary sewer shall be established as part of the Final MPD and the Final Subdivision Plat for the Property (as accepted by the City and filed in the official real estate records of Summit County, Utah, the "Subdivision Plat"). The preferred alignment of the sanitary sewer shall be that alignment which results in the least visual impact and site disturbance while meeting the site design and construction requirements of the Snyderville Basin Water Reclamation District. Further, as part of the Development Agreement, the Petitioner (or, as specified in connection with any such assignment, its assigns) shall enter into a latecomer's agreement to reimburse the City for a portion of its costs in extending sewer facilities adjacent to the Property.

8. Water Rights and Water Source Capacity. The 1992 Pre-Annexation and Settlement Agreement conveyed 235.5 acre-feet of water rights to the City for the Park City Heights property and memorialized the fact that development on that property would be treated as if it had dedicated water rights to the City. Accordingly, the LMC Section 15-8-5 (C) (1) requirement to dedicate paper water rights is satisfied by Boyer.

9. Water Impact Fees and Other Water Facilities and Systems Costs. Certain water facilities and systems internal to Petitioner's Property shall be required to be constructed and, to the extent to be dedicated to the City, easements therefore granted to the City, all of which shall be determined, and agreed to, by the affected parties and the City during the Final Development Agreement and final Subdivision review process (the "Water Facilities and Systems"). Any and all such Water Facilities and Systems shall be constructed to not less than the specifications reasonably required by the

City Engineer. A Water Agreement, between the City and the Petitioner substantially in the form attached hereto as Exhibit C, shall be executed pursuant to this Annexation Agreement, to be recorded concurrently.

In connection with the Development Agreement and subdivision approval process, on-site storm runoff detention facilities, or approved alternatives, as approved by the Park City Engineer, may be required. The timing for the construction of such storm run-off improvements shall be determined at the time of final Subdivision Plat and Final Development Agreement approval (the “Storm Detention Facilities”).

10. Affordable Housing Requirement. Affordable/employee housing shall be provided in a manner consistent with the conditions of the Final MPD, with the understanding and agreement of the parties that:

- a. The base Employee/Affordable Housing requirement for the development associated with the Park City Heights Annexation and Final MPD will be determined as defined in the City’s Land Management Code and in a manner consistent with Affordable Housing Resolution 17-99 and the CT Zone. This requirement shall be satisfied by the construction of said AUEs within the Property. These AUEs do not count towards the 160 unit maximum residential market rate unit density.
- b. The requirement for 44.78 Affordable Unit Equivalents (AUE’s) associated with the IHC Hospital, as described in the Intermountain Healthcare/USSA/Burbidge Annexation Agreement, will be transferred to and satisfied by the construction of said AUEs within the Property. These AUEs, currently configured in 17.91 Unit Equivalents, do not count towards the 160 unit maximum residential market rate unit density as set forth above.
- c. Park City may elect to build additional affordable housing units beyond those described above. These units do not count toward the 160 unit maximum residential market rate density as set forth above, but shall be included in the overall density calculation for the Community Transition Zone.
- d. Affordable units shall be made available for occupancy on approximately the same schedule as or prior to a project’s market rate units or lots; except that Certificates of Occupancy (temporary or permanent) for the last ten percent of the market units shall be withheld until Certificates of Occupancy have been issued for all of the inclusionary units (subparagraph (a) above). A schedule setting forth the phasing of the total number of market units in the proposed MPD, along with a schedule setting forth the phasing of the required inclusionary units (subparagraph (a) above) shall be approved as part of the Final MPD prior to the issuance of a building permit for either the affordable or market rate units.

11. Sustainable Development requirements. All construction within the Final MPD shall utilize sustainable site design, development and building practices and otherwise comply with requirements of the CT Zone. Unless otherwise approved in the final MPD in compliance with the current Environmental/ Sustainability Element of the General Plan, each home in the development must

receive National Association of Home Builders National Green Building Standards Silver Certification (or other Green Building certification as approved by the Planning Commission at the time of the Master Planned Development approval) **OR** reach LEED for Homes Silver Rating (minimum 60 points). Green Building Certification and LEED rating criteria to be used shall be those applicable at the time of building permit submittal.

In addition to the builder achieving the aforementioned points on the Green Building or LEED for Homes checklists, to achieve water conservation goals, the builder must either:

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

Points achieved in these resource conservation categories will count towards the overall score.

12. **Planning Review Fees.** Owner, as to its development portion of the annexed Property, shall be responsible for all standard and customary, and generally-applicable planning, building, subdivision and construction inspection fees imposed by the City in accordance with the Land Management Code.

13. **Impact and Building Fees.** All property owners within the annexed property shall be responsible for all standard and customary, and generally-applicable, fees, such as development, impact, park and recreation land acquisition, building permit and plan check fees due and payable for construction on the Property at the time of application for any building permits. In the event that additional inspections of roads and structures are required, based on the Geotechnical report prepared by GHS Geotechnical Consultants, Inc. dated June 9, 2006 and supplemental report dated March, 2008, these additional fees shall be borne by the Petitioner.

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

15. **Snow Removal and Storage.** Other than as may be necessary or appropriate for the Trails, Park City shall not be obligated to remove snow from private roads, streets or similar improvements within the Property, until acceptance of the dedication thereof to the City pursuant to the City's Subdivision Ordinance. Park City shall not be obligated to remove snow from private roads, streets, or other similar private improvements to be further identified on the final subdivision plat.

16. **Fiscal Impact Analysis.** The Fiscal Impact Analysis, prepared for the Petitioner by Lodestar West, Inc. and dated June 6, 2007, was reviewed by the Park City Heights Annexation Task

Force and forwarded to the Planning Commission for further review. The Fiscal Impact Analysis concludes that the Annexation will result in an overall positive impact on the City. The analysis includes revenue and cost assumptions related to the Annexation and development of the Property, concludes that there will be a net fiscal gain to the School District for the market rate units and a net fiscal loss to the School District for the affordable housing portion of the development, however, if aggregate property taxes to the District generated from local sources are not adequate to cover the expenditures required for the budget, then additional State funds would be redistributed per the State Code, to compensate for the shortfall. The fiscal Impact Analysis is hereby accepted and approved by the City as part of this Agreement.

17. **Traffic Mitigation.** A comprehensive traffic review and analysis of the Property and surrounding properties, including existing and future traffic and circulation conditions was performed by Petitioner's traffic consultant, Hales Engineering, dated June 7, 2007 on file at the Park City Planning Department. The mitigation measures (including traffic calming) outlined in the Hales Engineering, June 7, 2007, Park City Heights Traffic Impact Study shall be implemented in a manner consistent with the Final MPD. The Parties anticipate that the Petitioner (or, as specified in connection with any such assignment, its assigns) shall bear all financial costs, except land acquisition costs, for the construction of a signalized intersection on State Road 248 and the connection of that intersection with a roadway to the Property, as shown in the Traffic Impact Study. Construction of this intersection and its connection with Richardson Flat Road shall meet all applicable Utah Department of Transportation and Park City Municipal Corporation standards and, at a minimum, shall include the improvements detailed in a-d below:

a. A southbound left turn lane, deceleration lane and taper shall be constructed on SR-248 to accommodate more than 10 vehicles per hour making left-hand turning movements.

b. A northbound right turn pocket, deceleration lane and taper shall be constructed on SR-248 to accommodate more than 10 vehicles per hour making right-hand turning movements.

c. A westbound to northbound right turn acceleration lane and taper shall be constructed on SR-248 to accommodate more than 50 vehicles per hour. When the intersection is signalized, this improvement would not be necessary.

d. The Old Dump Road (Richardson Flat Road) shall be built to Park City Municipal Corp. standards at a minimum width of 39 feet back-of-gutter to back of gutter within a 66 foot right-of-way. This width is not inclusive of turn pockets or the improvements described in 1-3 below) to the easternmost Park City Heights intersection at the expense of the Petitioner. Turn pockets shall be constructed on Richardson Flat Road at each of the Property's intersections with the Richardson Flat Road. These turn pockets will be constructed per standards set forth in the Manual of Uniform Traffic Control Devices (MUTCD) and/or by the American Association of Highway Transportation Officials (AASHTO). The Richardson Flat Road at its intersection with SR-248 will be of sufficient paved width to accommodate (at the stop bar):

i. 18" wide eastbound lane tapered per standards set forth in the MUTCD and/or by the AASHTO.

ii. 12' wide westbound left-hand/thru traffic lane (with adjoining right turn lane) for a minimum of 150', then tapered per standards set forth in the MUTCD and/or by the AASHTO.

iii. 5' wide bike lanes.

e. The cost sharing methodology (between Petitioner and any assigns) for the above projects shall be agreed to by the Petitioner and assigns prior to Final MPD approval. The cost sharing formula and timing for construction of the above improvements shall be detailed in the Final MPD document.

18. **Effective Date.** This Agreement is effective upon recordation of the annexation plat and the filing and recordation of the annexation ordinance.

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

20. **Real Covenant, Equitable Servitude.** This Agreement constitutes a real covenant and an equitable servitude on the Property. The terms of this Agreement touch and concern and both benefit and burden the Property. The benefits and burdens of this Agreement run with the land, and are intended to bind all successors in interest to any portion of the Property. This Agreement, a certified copy of the ordinance approving the Annexation, and the Annexation Plat shall be recorded in the County Recorder's Office of Summit County, Utah.

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

22. **Compliance with City Code.** Notwithstanding Paragraph 17 of this Agreement, from the time the Park City Council (the "**City Council**") formally approves this Agreement and upon completion of the Annexation by recordation of the annexation plat, the Property shall be subject to compliance with any and all City Codes and Regulations pertaining to the Property.

23. **Full Agreement.** This Agreement, together with the recitals and exhibits attached to this Agreement (which are incorporated in and made a part of this Agreement by this reference), and the written agreements expressly referenced herein, contain the full and complete agreement of the Parties regarding the Annexation of the Property into the City and there are no other agreements in regard to the

Annexation of the Property. Only a written instrument signed by all Parties, or their successors or assigns, may amend this Agreement.

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

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

26. **Nature of Obligations of Petitioner.** Boyer is liable for performance of the obligations imposed under this Agreement only with respect to the portion of property which it owns and shall not have any liability with respect to the portion of the property owned by the other Party. Boyer agrees to cooperate with each other to coordinate performance of all of their respective obligations under this Agreement. Park City as Co-Tenant has authorized Boyer to petition and execute this Agreement on its behalf and is liable for performance of the obligations imposed under this Agreement only with respect to the portion of property which it owns and shall not have any liability with respect to the portion of the property owned by the other Party.

*(Signatures begin on following page)*

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

By: *Dana Williams*  
Dana Williams, Mayor

Dated this 2 day of July, 2010.

ATTEST:

*Sharon Bauman*  
Sharon Bauman, Deputy City Recorder



Dated this 2 day of July, 2010.

APPROVED AS TO FORM:

*Mark Harrington*  
Mark Harrington, City Attorney

Dated this 2 day of July, 2010.

**BOYER PARK CITY JUNCTION, L.C.,**  
A Utah liability company, by its manager

The Boyer Company, L.C.,  
a Utah limited liability company

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2010

- Exhibits
- A. Annexation Plat
  - B. Legal Description
  - C. Water Agreement
  - D. Concept Site Plan

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

By: \_\_\_\_\_  
Dana Williams, Mayor

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2010.

ATTEST:

\_\_\_\_\_  
Sharon Bauman, Deputy City Recorder

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2010.

APPROVED AS TO FORM:

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

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2010.

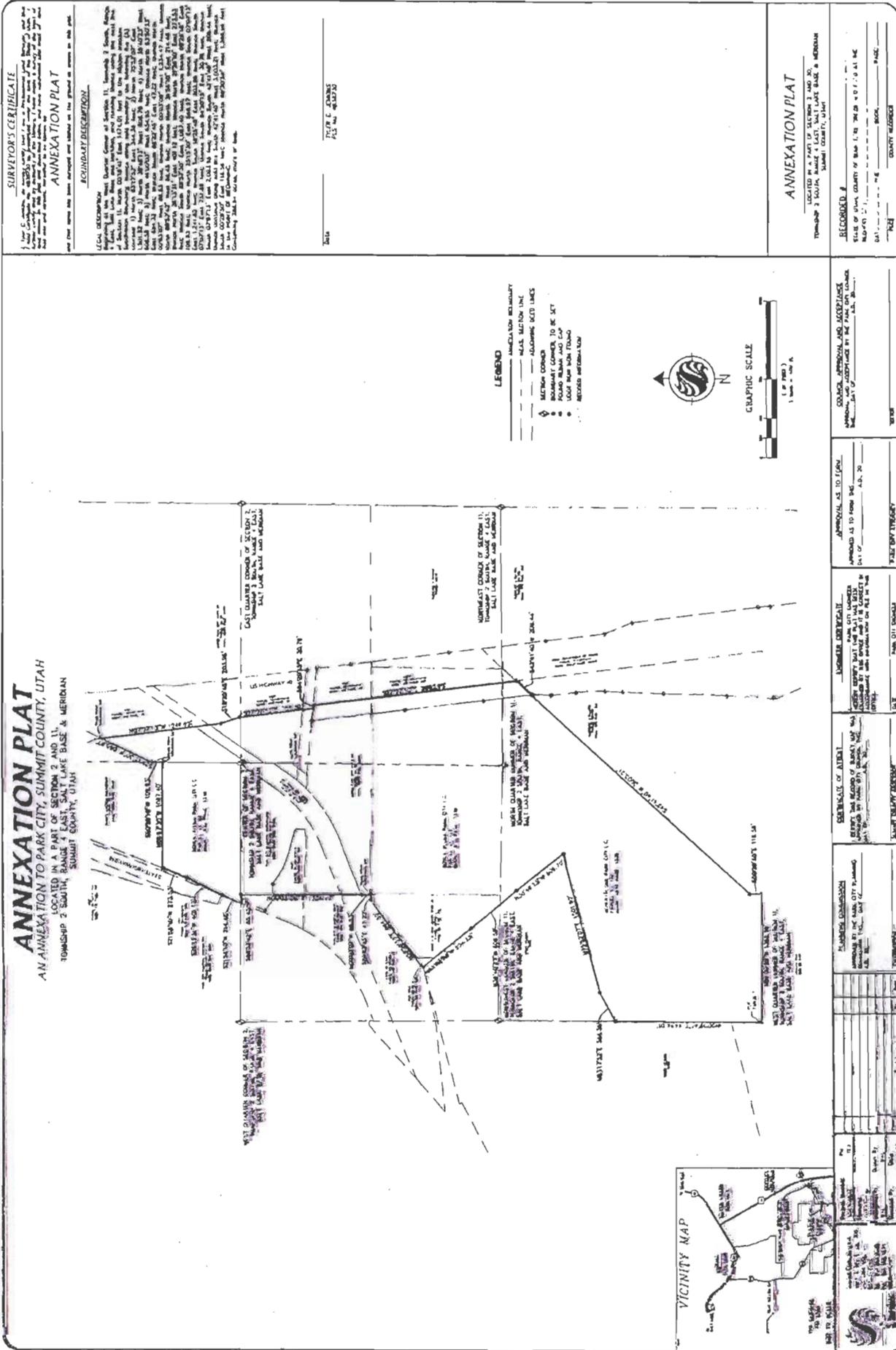
**BOYER PARK CITY JUNCTION, L.C.,**  
A Utah liability company, by its manager

The Boyer Company, L.C.,  
a Utah limited liability company

By:   
Name: Dan Olden  
Its: Manager

Dated this 2 day of July, 2010

- Exhibits  
A. Annexation Plat  
B. Legal Description  
C. Water Agreement  
D. Concept Site Plan



**SURVEYOR'S CERTIFICATE**  
 I, TCR E. JONES, Surveyor, do hereby certify that the foregoing plat was prepared by me or under my direct supervision and that I am a duly licensed Surveyor in the State of Utah.

**ANNEXATION PLAT**  
 The following is a description of the land shown on this plat:  
 The land shown on this plat is located in the East Quarter of Section 11, Township 3 South, Range 11 East, Salt Lake Meridian, Summit County, Utah. The land is bounded on the north by the West Quarter of Section 11, on the east by the East Quarter of Section 11, on the south by the South Quarter of Section 11, and on the west by the West Quarter of Section 11. The land is bounded on the north by the West Quarter of Section 11, on the east by the East Quarter of Section 11, on the south by the South Quarter of Section 11, and on the west by the West Quarter of Section 11.

**BOUNDARY DESCRIPTION**  
 The land shown on this plat is bounded on the north by the West Quarter of Section 11, on the east by the East Quarter of Section 11, on the south by the South Quarter of Section 11, and on the west by the West Quarter of Section 11. The land is bounded on the north by the West Quarter of Section 11, on the east by the East Quarter of Section 11, on the south by the South Quarter of Section 11, and on the west by the West Quarter of Section 11.

TCR E. JONES  
 PLS No. 413730

**LEGEND**  
 - - - - - ANNEXATION BOUNDARY  
 - - - - - HALF SECTION LINE  
 - - - - - SECTION CORNER TO BE SET  
 - - - - - ROAD MARK AND CORNER  
 - - - - - LOCUS FROM SURVEY  
 - - - - - RECORD INFORMATION

**GRAPHIC SCALE**  
 1" = 400.0 FT.

**ANNEXATION PLAT**  
 TOWNSHIP 3 SOUTH, RANGE 11 EAST, SALT LAKE MERIDIAN, SUMMIT COUNTY, UTAH

**RECORDED**  
 FILED IN THE OFFICE OF THE COUNTY CLERK OF SUMMIT COUNTY, UTAH, ON THIS 24th DAY OF SEPTEMBER, 2014, AT 10:00 AM.

**ANNEXATION PLAT**  
 AN ANNEXATION TO PARK CITY, SUMMIT COUNTY, UTAH  
 LOCATED IN A PART OF SECTION 2 AND 11,  
 TOWNSHIP 3 SOUTH, RANGE 11 EAST, SALT LAKE MERIDIAN,  
 SUMMIT COUNTY, UTAH

**BOUNDARY DESCRIPTION**  
 The land shown on this plat is bounded on the north by the West Quarter of Section 11, on the east by the East Quarter of Section 11, on the south by the South Quarter of Section 11, and on the west by the West Quarter of Section 11. The land is bounded on the north by the West Quarter of Section 11, on the east by the East Quarter of Section 11, on the south by the South Quarter of Section 11, and on the west by the West Quarter of Section 11.

TCR E. JONES  
 PLS No. 413730

**LEGEND**  
 - - - - - ANNEXATION BOUNDARY  
 - - - - - HALF SECTION LINE  
 - - - - - SECTION CORNER TO BE SET  
 - - - - - ROAD MARK AND CORNER  
 - - - - - LOCUS FROM SURVEY  
 - - - - - RECORD INFORMATION

**GRAPHIC SCALE**  
 1" = 400.0 FT.

**ANNEXATION PLAT**  
 TOWNSHIP 3 SOUTH, RANGE 11 EAST, SALT LAKE MERIDIAN, SUMMIT COUNTY, UTAH

**RECORDED**  
 FILED IN THE OFFICE OF THE COUNTY CLERK OF SUMMIT COUNTY, UTAH, ON THIS 24th DAY OF SEPTEMBER, 2014, AT 10:00 AM.

**ANNEXATION PLAT**  
 AN ANNEXATION TO PARK CITY, SUMMIT COUNTY, UTAH  
 LOCATED IN A PART OF SECTION 2 AND 11,  
 TOWNSHIP 3 SOUTH, RANGE 11 EAST, SALT LAKE MERIDIAN,  
 SUMMIT COUNTY, UTAH

**BOUNDARY DESCRIPTION**  
 The land shown on this plat is bounded on the north by the West Quarter of Section 11, on the east by the East Quarter of Section 11, on the south by the South Quarter of Section 11, and on the west by the West Quarter of Section 11. The land is bounded on the north by the West Quarter of Section 11, on the east by the East Quarter of Section 11, on the south by the South Quarter of Section 11, and on the west by the West Quarter of Section 11.

TCR E. JONES  
 PLS No. 413730

**LEGEND**  
 - - - - - ANNEXATION BOUNDARY  
 - - - - - HALF SECTION LINE  
 - - - - - SECTION CORNER TO BE SET  
 - - - - - ROAD MARK AND CORNER  
 - - - - - LOCUS FROM SURVEY  
 - - - - - RECORD INFORMATION

**GRAPHIC SCALE**  
 1" = 400.0 FT.

**ANNEXATION PLAT**  
 TOWNSHIP 3 SOUTH, RANGE 11 EAST, SALT LAKE MERIDIAN, SUMMIT COUNTY, UTAH

**RECORDED**  
 FILED IN THE OFFICE OF THE COUNTY CLERK OF SUMMIT COUNTY, UTAH, ON THIS 24th DAY OF SEPTEMBER, 2014, AT 10:00 AM.

**ANNEXATION PLAT**  
 AN ANNEXATION TO PARK CITY, SUMMIT COUNTY, UTAH  
 LOCATED IN A PART OF SECTION 2 AND 11,  
 TOWNSHIP 3 SOUTH, RANGE 11 EAST, SALT LAKE MERIDIAN,  
 SUMMIT COUNTY, UTAH

**BOUNDARY DESCRIPTION**  
 The land shown on this plat is bounded on the north by the West Quarter of Section 11, on the east by the East Quarter of Section 11, on the south by the South Quarter of Section 11, and on the west by the West Quarter of Section 11. The land is bounded on the north by the West Quarter of Section 11, on the east by the East Quarter of Section 11, on the south by the South Quarter of Section 11, and on the west by the West Quarter of Section 11.

TCR E. JONES  
 PLS No. 413730

**LEGEND**  
 - - - - - ANNEXATION BOUNDARY  
 - - - - - HALF SECTION LINE  
 - - - - - SECTION CORNER TO BE SET  
 - - - - - ROAD MARK AND CORNER  
 - - - - - LOCUS FROM SURVEY  
 - - - - - RECORD INFORMATION

**GRAPHIC SCALE**  
 1" = 400.0 FT.

**ANNEXATION PLAT**  
 TOWNSHIP 3 SOUTH, RANGE 11 EAST, SALT LAKE MERIDIAN, SUMMIT COUNTY, UTAH

**RECORDED**  
 FILED IN THE OFFICE OF THE COUNTY CLERK OF SUMMIT COUNTY, UTAH, ON THIS 24th DAY OF SEPTEMBER, 2014, AT 10:00 AM.

**ANNEXATION PLAT**  
 AN ANNEXATION TO PARK CITY, SUMMIT COUNTY, UTAH  
 LOCATED IN A PART OF SECTION 2 AND 11,  
 TOWNSHIP 3 SOUTH, RANGE 11 EAST, SALT LAKE MERIDIAN,  
 SUMMIT COUNTY, UTAH

**BOUNDARY DESCRIPTION**  
 The land shown on this plat is bounded on the north by the West Quarter of Section 11, on the east by the East Quarter of Section 11, on the south by the South Quarter of Section 11, and on the west by the West Quarter of Section 11. The land is bounded on the north by the West Quarter of Section 11, on the east by the East Quarter of Section 11, on the south by the South Quarter of Section 11, and on the west by the West Quarter of Section 11.

TCR E. JONES  
 PLS No. 413730

**LEGEND**  
 - - - - - ANNEXATION BOUNDARY  
 - - - - - HALF SECTION LINE  
 - - - - - SECTION CORNER TO BE SET  
 - - - - - ROAD MARK AND CORNER  
 - - - - - LOCUS FROM SURVEY  
 - - - - - RECORD INFORMATION

**GRAPHIC SCALE**  
 1" = 400.0 FT.

**ANNEXATION PLAT**  
 TOWNSHIP 3 SOUTH, RANGE 11 EAST, SALT LAKE MERIDIAN, SUMMIT COUNTY, UTAH

**RECORDED**  
 FILED IN THE OFFICE OF THE COUNTY CLERK OF SUMMIT COUNTY, UTAH, ON THIS 24th DAY OF SEPTEMBER, 2014, AT 10:00 AM.

**EXHIBIT B**

**LEGAL DESCRIPTION**

Beginning at the West Quarter Corner of Section 11, Township 2 South, Range 4 East, Salt Lake Base and Meridian, and running thence along the west line of Section 11, North 00°19'41" East 1474.01 feet to the Hidden Meadow Subdivision Boundary; thence along said boundary the following five (5) courses: 1) North 63°17'52" East 344.36 feet; 2) North 75°52'07" East 1,501.92 feet; 3) North 38°46'13" West 606.70 feet; 4) North 39°40'23" West 608.58 feet; 5) North 41°00'00" West 654.95 feet; thence North 53°50'33" East 894.32 feet; thence South 89°22'45" East 47.22 feet; thence North 00°03'07" West 89.53 feet; thence North 00°03'09" West 1,234.47 feet; thence North 89°52'42" West 88.45 feet; thence North 21°56'10" East 214.48 feet; thence North 26°13'31" East 401.12 feet; thence North 21°56'10" East 273.53 feet; thence South 89°57'30" East 1,087.40 feet; thence North 00°26'18" East 109.93 feet; thence North 25°15'30" East 568.97 feet; thence South 07°07'13" East 1,241.62 feet; thence South 18°25'48" East 203.96 feet; thence South 07°07'13" East 751.89 feet; thence South 84°20'15" East 30.76 feet; thence South 07°07'13" East 2,093.95 feet; thence South 42°41'40" West 209.44 feet; thence continue along said line South 42°41'40" West 3,003.21 feet; thence South 00°29'50" East 116.56 feet; thence North 89°30'59" West 1,368.96 feet to the POINT OF BEGINNING.  
Containing 286.64 acres, more or less.

**EXHIBIT C TO ANNEXATION AGREEMENT  
WATER AGREEMENT**

This WATER AGREEMENT (the "Agreement") is made and entered into as of the 2nd day of July, 2010, by and between PARK CITY MUNICIPAL CORPORATION, a political subdivision of the State of Utah (the "City"); Boyer Park City Junction L.C. ("Boyer"), (individually, a "Party" and, collectively, the "Parties"). The City is also a "Co-Tenant" with Boyer for the purposes of developing the Project, as described herein, and will be referred to as "Co-Tenant" as needed.

**RECITALS**

A. Boyer Park City Junction L.C. and City, Co-Tenants, each own certain real property located in Summit County, State of Utah, as more particularly described and shown in attached Exhibit "A" (the "Property"); and

B. Co-Tenants intend to improve the Property in phases, as described below, for residential development (the "Project"), which is within the Park City Heights subdivision ("PCH"); and

C. The Parties have entered into an Annexation Agreement, dated July 2, 2010, (the "Annexation Agreement"), under which the City annexed the Property into the corporate limits of the City and agreed to extend municipal services to the Property and the Project; and

D. Under the Annexation Agreement, the Parties agree to enter into this separate Water Agreement for the purpose of implementing Sections 9 of the Annexation Agreement relating to, among other matters, the design and construction of and payment for the "Water Delivery System," as defined in this Water Agreement and as may be further defined in any future written agreement addressing that defined term;

NOW, WHEREFORE, in consideration of the terms and conditions of this Agreement, as well as the mutual benefits to be derived from those terms and conditions, the Parties agree as follows:

**AGREEMENT**

1. Water Delivery System and Project Peak Daily Demand. The Parties agree to cooperate in the construction of a Water Delivery System, as defined in this Water Agreement, which will be adequate to meet the water demand of the Project, as phased, while also providing additional capacity to the City for the delivery of water to customers outside of the Property. The City shall and subject to the terms of the Water Agreement and the Annexation Agreement hereby agrees to provide culinary water and irrigation water sufficient to meet the projected peak daily water demand for the use and development of the Project as phased, subject to the terms and restrictions contained in, or as may be adopted as part of, the Water Code, Title 13 of the Municipal Code of Park City, including emergency and drought restrictions. The Water Delivery System shall also be

capable of delivering water at flows and pressures meeting the requirements of R309-105-9 of the Utah Department of Environmental Quality Rules for Public Drinking Water Systems, as amended. The Parties understand, acknowledge and agree that the peak daily water demand for the Project shall not exceed 350 gallons per minute and that allowable residential density for Market Units and Affordable Unit Equivalents (AUEs) is set forth in the Annexation Agreement. Phase I shall not exceed ninety (90) Unit Equivalents as described below. Except as otherwise specified in this Water Agreement or the Annexation Agreement, or any future written agreement, the City shall have no further obligation to provide any water, water rights, source capacity and/or infrastructure to the Project or the Property.

2. Initial Certificates of Occupancy.

- a. Initial Building Permits. Co-Tenants agree that the Project may be developed in phases. The Parties understand and agree that City is in the process of designing and constructing a water treatment plant. If the first phase of development ("Phase I") is prior to the plant becoming operational, Co-Tenants agree that Phase I of the Project shall be limited to a maximum of one-hundred eighty-thousand (180,000) square feet of residential development and that Phase I shall not exceed the lesser of ninety (90) Unit Equivalents, or ninety-thousand (90,000) gallons per day of demand. The Phase I service area shall be limited to locations and elevations serviceable off of the Boot Hill Pressure Zone. Co-Tenants shall provide a hydraulic model which will delineate the development boundaries of the Project.
  - b. Subsequent Phases. Co-Tenants understand and agree that City is unable to meet the water demand beyond Phase I of the Project without the Quinn's Junction Water Treatment Plant (Quinn's WTP) being operational and capable of increasing City's water source capacity by a minimum of one-thousand five-hundred gallons per minute (1,500 gpm). Co-Tenants further understand and agree that City anticipates the Quinn's WTP will be operational and capable of increasing City's water source capacity by a minimum of one-thousand five-hundred gallons per minute (1,500 gpm) on or about October 14, 2011. Accordingly, Co-Tenants understand and agree that City will not issue a temporary or permanent certificate of occupancy to any development beyond Phase I of the Project prior to the date on which the Quinn's WTP is operational and capable of increasing City's water source capacity by a minimum of one-thousand five-hundred gallons per minute (1,500 gpm).
  - c. Upon the Quinn's WTP being operational and capable of increasing City's water source capacity by a minimum of one-thousand five-hundred gallons per minute (1,500 gpm), the limitation in paragraphs 2(a) and 2(b) shall not apply.
3. Water Delivery System Infrastructure. Co-Tenants shall provide as-built drawings of the infrastructure identified below and GPS coordinates for all water surface features. The City Water Department shall have access to the construction sites at all times.

- a. Phase I Infrastructure. Concurrent with the construction of Phase I, the City shall design and construct a water transmission line that will run parallel to water lines included in the Rail Trail Water Lines Project from the Quinn's WTP to a point that is approximately 2,600 feet in a southwesterly direction from the intersection of the Rail Trail and Richardson Flat Road. This point is near the existing dirt road south of the Rail Trail and Silver Creek. This segment of the transmission line will be constructed as a part of the Rail Trail Water Lines Project during the summer and fall of 2010. This segment of the transmission line will also include a connection to the Fairway Hills Pressure Zone with a backup connection to the Boot Hill Pressure Zone, including all valves, vaults, and appurtenances. Phase I service area shall be limited as defined in Paragraph 2(a) of this Agreement. Co-Tenants shall design and construct an extension from the transmission line to the upper end of the Phase I distribution system. The transmission line will be designed with adequate pressure and flow capacity such that it can be extended as a part of Phase II to the Culinary Water Tank (as defined in Paragraph 3(b) of this Agreement) and the existing Snow Park Pressure Zone. Phase I shall also include water distribution lines to Phase I together with all required valves and other appurtenances.
- b. Culinary Water Tank. Concurrent with the construction of Phase II, Co-Tenants shall design and construct a Culinary Water Tank, together with all required transmission lines, valves, valve vaults, access roads, and other appurtenances, within the Property, subject to City's approval. The purpose of the Culinary Water Tank is to provide fire suppression and operational storage for the Project. Co-Tenants agree to upsize the Culinary Water Tank at the request of the City. The City agrees to pay all costs associated with the upsizing as provided in Paragraph 4(b) below.
- c. Culinary Water Pump Station (Park City Heights Pump Station). Concurrent with the construction of Phase II, Co-Tenants shall design and construct a Culinary Water Pump Station complete within the Quinn's WTP, together with all required pumps, mechanical piping, valves, valve vaults, SCADA, VFD's, soft starts, and other appurtenances, relating to the Park City Heights Pump Station. The Quinn's WTP has been designed to provide the space for the future addition of this pump station. The purpose of the Park City Heights Pump Station is to deliver water to the Culinary Water Tank and the Snow Park Zone. The Park City Heights Pump Station shall be upsized as provided in Paragraph 4(c) of this Agreement.
- d. Culinary Water Distribution Line. Concurrent with the construction of Phase II, Co-Tenants shall design and construct a Culinary Water Distribution Line, together with all required, valves, and other appurtenances, for the purpose of conveying culinary water from the Culinary Water Tank to the entire Project. At this time, the connection to the Boot Hill and Fairway Hills Pressure zones shall be terminated and abandoned. The design and construction of the water distribution line shall be subject to City's approval. The Culinary Water Distribution Line shall be upsized as provided in Paragraph 4(d) of this Agreement.

- e. Culinary Water Transmission Line. Concurrent with the construction of Phase II, Co-Tenants shall design and construct a culinary water transmission line extension from Phase I, together with all required pumps, valves, and other appurtenances, for the purpose of conveying treated water from the Quinn's WTP to the Culinary Water Tank. The Culinary Water Transmission Line shall be upsized as provided in Paragraph 4(e) of this Agreement.
  - f. Snow Park – Oaks Water Transmission Line. Concurrent with the construction of Phase II, Co-Tenants shall design and construct the Snow Park – Oaks Water Transmission Line, together with all required pumps, valves, and other appurtenances, for the purpose of conveying water from the Snow Park pressure zone to the Water Delivery System. The design and construction of the water transmission line shall be subject to City's approval. The Snow Park - Oaks Water Transmission Line shall be upsized as provided in Paragraph 4(f) of this Agreement.
4. Cost of Water Delivery System. The Parties agree that, pursuant to the terms of the Annexation Agreement and this Water Agreement:
- a. Phase I Infrastructure. Co-Tenants shall reimburse the City for the full cost of the design and construction of the water transmission line that will run parallel to water lines included in the Rail Trail Water Lines Project from the Quinn's WTP to the existing dirt road south of the Rail Trail and Silver Creek within thirty days of approval by the City Engineer. Co-Tenants shall pay all costs associated with the design and construction of the transmission extension from the transmission line to the upper end of the Phase I Culinary Water Distribution Line, as described in Paragraph 3(a) of this Agreement, and all related pumps, valves, and other appurtenances.
  - b. Culinary Water Tank. Co-Tenants shall pay all costs associated with the design and construction of the Culinary Water Tank and all related pumps, valves, pipes, security, access roads, re-vegetation, slope stability, and electrical service extensions. If City elects to upsize the Culinary Water Tank, City shall pay the Co-Tenants its ratable share of the costs of the Culinary Water Tank within thirty (30) days of approval by the City Engineer, following request for inspection pursuant to the Subdivision Ordinance and associated public improvement guarantee. The City's ratable share shall be determined during the design process based on gallons of storage required for the City divided by the sum of the gallons of storage required for the Project plus the gallons of storage required for the City. By way of example, if the City upsizes the tank by 500,000 gallons and the Co-Tenants require 450,000 gallons for the Project, the City's ratable share would be 52.6%.
  - c. Culinary Water Pump Station (Park City Heights Pump Station). Co-Tenants shall reimburse City for its ratable share of the costs of the design and construction of the Park City Heights Pump Station within thirty days of approval by the City Engineer. Co-Tenants' ratable share shall be determined during the design process

based on horsepower (HP) required for the Project divided by the total horsepower required with the City's upsize. By way of example, if Co-Tenants require 40 HP for the Project and the City's upsized pump station requires 100 HP, Co-Tenants' ratable share would be 40%.

- d. Culinary Water Distribution Line. Co-Tenants shall pay all costs associated with the design and construction of the Culinary Water Distribution Line and all related pumps, valves, and other appurtenances. Within thirty (30) days of the completion of the Culinary Water Distribution Line, the Parties shall determine the incremental costs incurred by Co-Tenants over and above the cost of having designed and constructed the required Project size determined during design (minimum of eight (8) inch) culinary transmission line. The incremental cost increase of the actual Culinary Water Distribution Line, which the Parties understand and agree may be larger than the required Project size (minimum of eight (8) inches), shall represent City's ratable share of the cost of design and construction of the Culinary Water Distribution Line. City shall reimburse Co-Tenants their ratable share of the costs of the Culinary Water Distribution Line within thirty (30) days of City accepting the Culinary Water Distribution Line by ordinance.
- e. Culinary Water Transmission Line. Co-Tenants shall pay all costs associated with the design and construction of the Culinary Water Transmission Line and all related pumps, valves, and other appurtenances. Within thirty (30) days of the completion of Culinary Water Transmission Line, the Co-Tenants and City shall determine the incremental costs incurred by Co-Tenants over and above the cost of having designed and constructed the required culinary water transmission line size as determined during design (minimum of eight (8) inch). The incremental cost of the actual Culinary Water Transmission Line, which the Parties understand and agree may be larger than the required Project size (minimum of eight (8) inches), shall represent City's ratable share of the cost of design and construction of the Culinary Water Transmission Line. City shall reimburse Co-Tenants their ratable share of the costs of the Culinary Water Transmission Line within thirty (30) days of approval by the City Engineer, following request for inspection pursuant to the Subdivision Ordinance and associated public improvement guarantee. No costs in excess of the estimated cost of construction used for the public improvement guarantee shall be part of the City reimbursement unless approved in advance and in writing by the City.
- f. Snow Park – Oaks Water Transmission Line. Co-Tenants shall pay all costs associated with the design and construction of the Snow Park – Oaks Water Transmission Line and all related pumps, valves, and other appurtenances. Within thirty (30) days of the completion of Snow Park - Oaks Water Transmission Line, the Parties shall determine the incremental costs incurred by Co-Tenants over and above the cost of having designed and constructed the required transmission line size as determined during design (minimum of eight (8) inch). The incremental cost increase of the actual Snow Park –Oaks Water Transmission Line, which the Parties understand and agree may be larger than the required Project size (minimum

of eight (8) inches), shall represent City's ratable share of the cost of design and construction of that line. City shall pay Co-Tenants their ratable share of the costs of the Snow Park – Oaks Water Transmission Line within thirty (30) days of approval by the City Engineer, following request for inspection pursuant to the Subdivision Ordinance and associated public improvement guarantee. No costs in excess of the estimated cost of design and construction used for the public improvement guarantee shall be reimbursed unless approved in advance and in writing by the City.

- g. Incremental costs as defined by this section shall include the incremental cost of design and construction associated with inches of increased trench width from upsizing the tanks, pumps, or pipe diameter, including any incremental additional backfill, excavation, haul off, and import of suitable backfill, and the incremental material costs..
5. Specifications of Water Delivery System. Subject to the terms and conditions of the Annexation Agreement and this Water Agreement or as otherwise agreed in writing, Co-Tenants shall submit all required plans and specifications to City for approval and, thereafter, shall construct and install such approved Water Delivery System within the Project subject to the terms of this Water Agreement.
  6. Conveyance of Easements. Co-Tenants shall convey such easements to City as needed, concurrent with recordation of the final subdivision plat for Phase I, for the location of infrastructure as defined in the Annexation Agreement and this Water Agreement. Co-Tenants agree that all easements conveyed for these purposes shall be in accordance with the limitations and conditions of the City-approved utility plan.
  7. Conveyance of Property. Co-Tenants shall convey its interest in property in fee to City within the PCH annexation boundary, as needed and as approved by the City, for the location of the Culinary Water Tank, provided that such conveyance and location does not diminish (i) the densities described in the Annexation Agreement, or (ii) the ability to secure Master Planned Development approvals and permits related to such densities. Co-Tenants agree that all property conveyed for these purposes shall be free from financial liens and other encumbrances.
  8. Miscellaneous. The Parties further agree as follows:
    - a. Binding Terms; Entire Agreement. The terms, covenants and conditions herein contained shall be binding upon and inure to the benefit of the successors, transferees and assigns of the Parties. This Agreement and the exhibits attached hereto constitute the entire agreement among all the Parties hereto with respect to the subject matter hereof, incorporates all prior agreements, and may only be modified by a subsequent writing duly executed by the Parties.
    - b. No Public Dedication. Nothing contained in this Agreement shall, or shall be deemed to, constitute a gift or dedication of any part of the PCH Property to the

general public or for the benefit of the general public or for any public purpose whatsoever, it being the intention of the Parties that this Agreement will be strictly limited to and for the purposes expressed herein.

- c. **Waivers.** No waiver of any of the provisions of this Agreement shall constitute a waiver of any other provision, whether or not similar, nor shall any waiver be a continuing waiver. Except as expressly provided in this Agreement, no waiver shall be binding unless executed in writing by the Party making the waiver. Any Party may waive any provision of this Agreement intended for its benefit; provided, however, that any such waiver shall in no way excuse any other Party from the performance of any of its other obligations under this Agreement.
- d. **Interpretation; Recitals.** This Agreement shall be interpreted and construed only by the contents hereof and there shall be no presumption or standard of construction in favor of or against any Party. The recitals stated above and the exhibits attached to this Agreement shall be and hereby are incorporated in and an integral part of this Agreement by this reference.
- e. **Governing Law; Captions.** This Agreement shall be construed and enforced in accordance with, and governed by, the law of the State of Utah. The captions in this Agreement are for convenience only and do not constitute a part of the provisions hereof.
- f. **Applicability.** If any term or provision of this Agreement or the application of it to any person, entity or circumstance shall to any extent be invalid and unenforceable, the remainder of this Agreement or the application of such term or provision to persons or circumstances other than those as to which it is invalid or unenforceable shall not be affected thereby, and each term and provision of this Agreement shall be valid and shall be enforced to the extent permitted by law.
- g. **Authority; Further Assurances.** Each Party hereto represents and warrants that it has the requisite corporate power and authority to enter into and perform this Agreement and that, to their respective, current, actual knowledge, the same will not contravene or result in the violation of any agreement, law, rule, or regulation to which any such Party may be subject. Each Party to this Agreement shall use reasonable efforts and exercise reasonable diligence to accomplish and effect the transactions contemplated and, to that end, shall execute and deliver all such further instruments and documents as may be reasonably requested by the other Party in order to fully carry out the transactions contemplated by this Agreement.
- h. **No Third Party Beneficiaries.** Nothing in this Agreement is intended to or shall create an enforceable right, claim or cause of action by any third person, entity or party against any Party to this Agreement.
- i. **Counterparts; No Recording.** This Agreement may be executed by facsimile and in one or more counterparts, each of which shall be deemed an original, but all of

which together shall constitute one and the same instrument. This Agreement may not be recorded in the official real estate records of Summit County, Utah, or elsewhere, without the express, written consent of the Parties.

- j. Force Majeure. If any Party is delayed or prevented from performance of any act required hereunder by reason of a "force majeure" event, and such Party is otherwise without fault, then performance of such act shall be excused for the period of the delay. For purposes of this Agreement, "force majeure" shall mean any delay caused by acts of nature or the elements, acts of terrorism, weather, avalanche, fire, earthquake, flood, explosion, war, invasion, insurrection, riot, malicious mischief, vandalism, including without limitation, except with respect to the City, governmental or regulatory action or inaction, beyond the control of the Party claiming "force majeure" or any other person or entity delayed.
- k. Notices. Unless otherwise designated in writing, all notices, demands and other communications under this Agreement shall be in writing and mailed by first class registered or certified mail, postage prepaid, sent by receipted hand delivery, sent by nationally-recognized, overnight courier, sent by confirmed facsimile and, in any case, shall be addressed as set forth in the Annexation Agreement for each such Party (or their legal counsel).
- l. Relationship of Parties; Limitation of Liability. Nothing herein contained shall be deemed or construed as creating a relationship of principal and agent, partnership or joint venture among the Parties, or any of them, it being agreed that neither any provision contained herein, nor any acts of the Parties hereto, shall be deemed to create any relationship between the Parties except as otherwise specified in this Agreement.
- m. Remedies Cumulative; No Waiver; Injunctive Relief. The various rights and remedies herein contained and reserved to each of the Parties shall not be considered as exclusive of any other right or remedy of such Party, but shall be construed as cumulative and shall be in addition to every other remedy now or hereafter existing at law, in equity, or by statute. No delay or omission of the right to exercise any power by any Party shall impair any such right or power, or be construed as a waiver of any default or as acquiescence therein. Further, the Parties agree and acknowledge that a non-defaulting Party may not have an adequate remedy at law by reason of any breach of default of the terms or conditions of this Agreement and, as such, the non-defaulting Party shall be entitled to injunctive or similar relief from any breach or anticipated or threatened breach of this Agreement by the defaulting Party, in addition to and without waiver of any other remedies available at law or in equity.

DATED as of the \_\_\_ day of \_\_\_\_\_, 2010.

*[Signatures on following page]*

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

By: *Dana Williams*  
Dana Williams, Mayor

Dated this 2 day of July, 2010.

ATTEST:

*Sharon Bauman*  
Sharon Bauman, Deputy City Recorder



Dated this 2 day of July, 2010

APPROVED AS TO FORM:

*[Signature]*  
Thomas A. Daley, Sr., Deputy City Attorney

Dated this 2 day of July, 2010.

**BOYER PARK CITY JUNCTION, L.C.**  
A Utah liability company, by its manager

The Boyer Company, L.C.,  
A Utah limited liability company

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2010

Exhibit A- Annexation plat

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

By: \_\_\_\_\_  
Dana Williams, Mayor

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2010.

ATTEST:

\_\_\_\_\_  
Sharon Bauman, Deputy City Recorder

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2010

APPROVED AS TO FORM:

\_\_\_\_\_  
Thomas A. Daley, Sr., Deputy City Attorney

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2010.

**BOYER PARK CITY JUNCTION, L.C.**  
A Utah liability company, by its manager

The Boyer Company, L.C.,  
A Utah limited liability company

By:   
Name: Dan H. Mawaga  
Its: Mawaga

Dated this 2 day of July, 2010

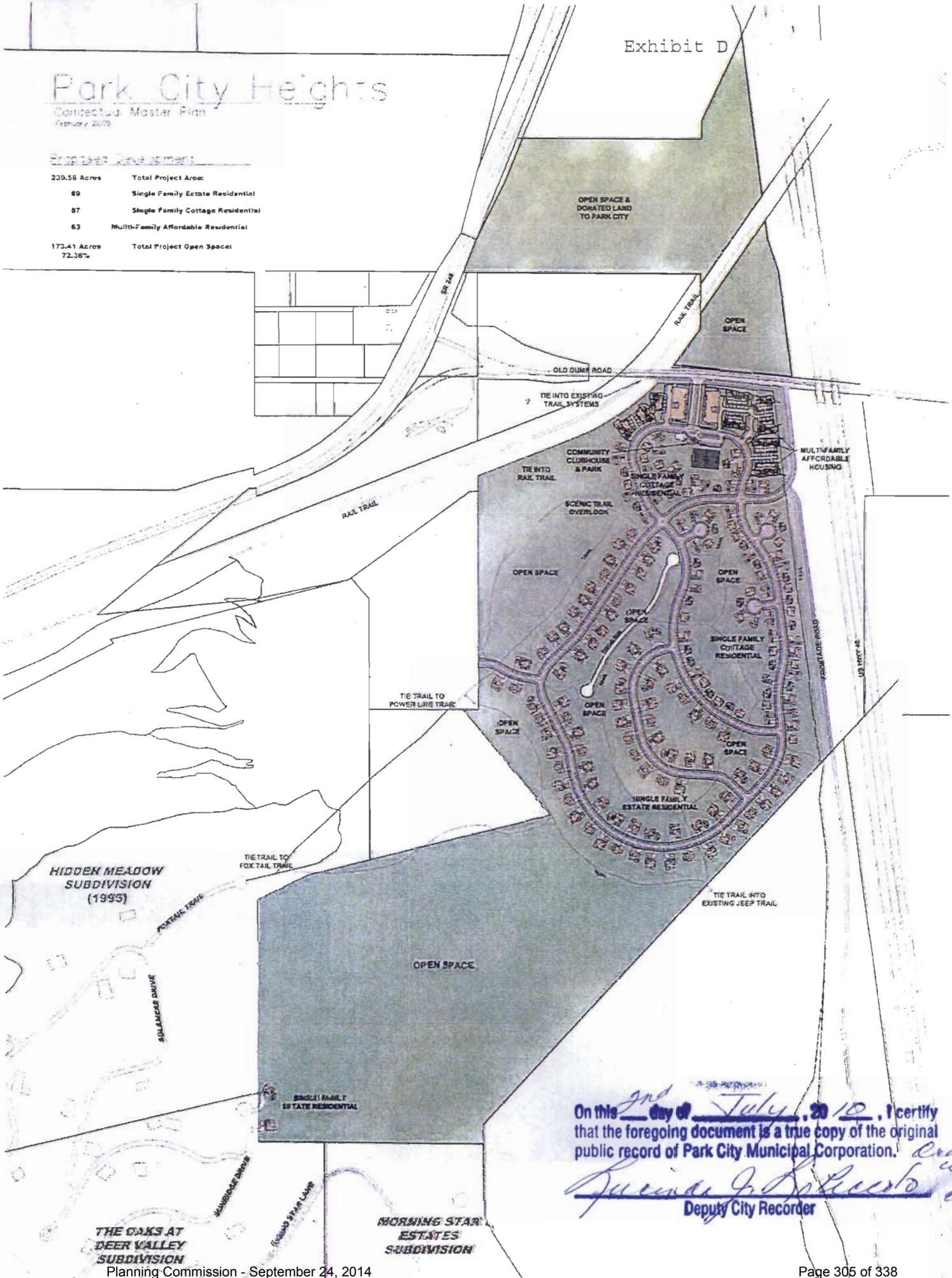
Exhibit A- Annexation plat

# Park City Heights

Conceptual Master Plan  
February 2009

## Proposed Developments

|              |                                     |
|--------------|-------------------------------------|
| 239.58 Acres | Total Project Area:                 |
| 69           | Single Family Estate Residential    |
| 87           | Single Family Cottage Residential   |
| 63           | Multi-Family Affordable Residential |
| 173.41 Acres | Total Project Open Space:           |
| 72.38%       |                                     |



On this 2nd day of July, 2010, I certify that the foregoing document is a true copy of the original public record of Park City Municipal Corporation.

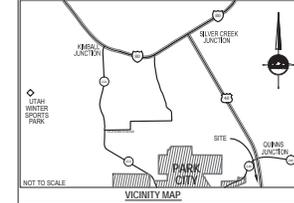
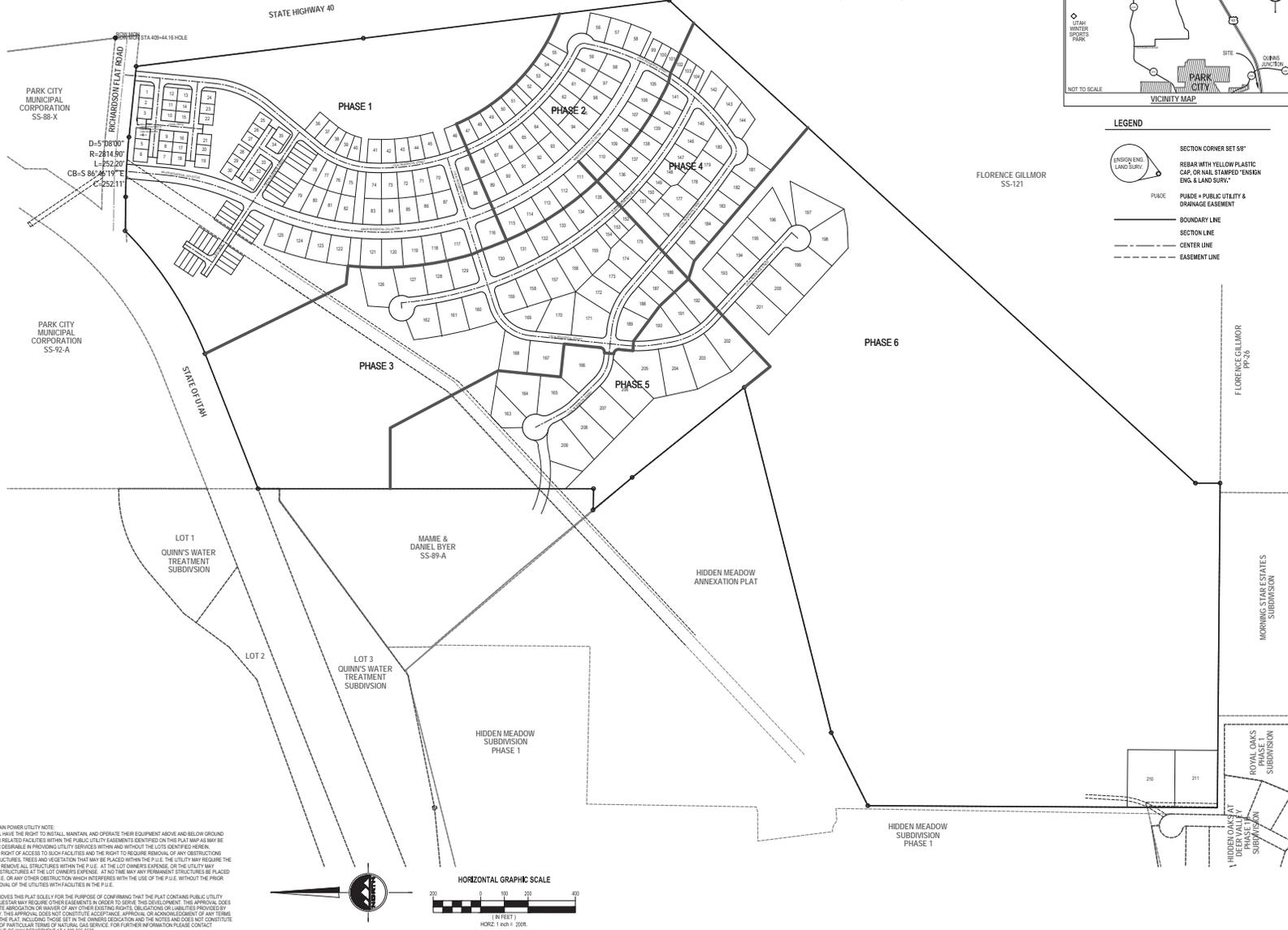
*Quinn J. Spencer*  
Deputy City Recorder

*Ord. 10-24 with all exhibits*

# EXHIBIT E

## PARK CITY HEIGHTS SUBDIVISION

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



### LEGEND

- SECTION CORNER SET<sup>89</sup>
- REBAR WITH YELLOW PLASTIC CAP OR NAIL STAMPED "ENGIN ENG & LAND SURV."
- PUBLIC UTILITY & DRAINAGE EASEMENT
- BOUNDARY LINE
- SECTION LINE
- CENTER LINE
- EASEMENT LINE

### SURVEYOR'S CERTIFICATE

I, KAREN L. WHITE, do hereby certify that I am a Licensed Land Surveyor, and that I hold certificate No. 1010 as provided under laws of the State of Utah. Further, only that by authority of this Owner, I have made a survey of the tract of land shown on this plan and described below, and have established said tract of land into lots and blocks, hereinafter to be known as PARK CITY HEIGHTS SUBDIVISION, and that the same has been correctly surveyed and established on the ground as shown on this plan. I further certify that all its need, footage width and area requirements of the applicable zoning ordinances.

### BOUNDARY DESCRIPTION

A portion of land located in the South Half of Section 2 and portions of Section 11, Township 2 South, Range 4 East, Salt Lake Base and Meridian, said parcel being more particularly described as follows:  
Beginning at a Park City Boundary Annuum Cap marking the West Quarter Corner of Section 11, Township 2 South, Range 4 East, Salt Lake Base and Meridian, and running  
thence North 0°19'41" East 1,474.01 feet along the West Section Line of said Section 11, also being along the Eastern Boundary Line of the Hidden Meadow Subdivision Annexation Plat recorded as Entry No. 420892 in the Office of the Summit County Recorder,  
thence North 63°11'12" East 344.36 feet along the Eastern Boundary Line of said Hidden Meadow Subdivision Annexation Plat,  
thence North 75°20'27" East 1,011.92 feet along the Eastern Boundary Line of said Hidden Meadow Subdivision Annexation Plat,  
thence North 38°48'13" West 636.70 feet along the Eastern Boundary Line of said Hidden Meadow Subdivision Annexation Plat,  
thence North 39°42'07" West 214.66 feet along the Eastern Boundary Line of said Hidden Meadow Subdivision Annexation Plat to the North Section Line of said Section 11;  
thence South 88°46'02" East 8.54 feet along the North Section Line of said Section 11 to the 1/16th Corner of said Section 2;  
thence North 0°19'41" East 1,415.34 feet along the 1/16th Section Line of said Section 2 to the Southern Right-of-Way Line of the abandoned Union Pacific Railroad Property;  
thence North 68°30'01" East 611.63 feet along the Southern Right-of-Way Line of said abandoned Union Pacific Railroad Property, thence Northerly 822.07 feet along the arc of a 322.88 foot radius curve to the left (center bears North 77°24'50" West and the chord bears North 65°57'32" East 671.81 feet with a central angle of 22°11'57" along the Southern Right-of-Way Line of said abandoned Union Pacific Railroad Property to the Southern Right-of-Way Line of Richardson Flat Road (JDOT FAP 93-8);  
thence South 88°22'01" East 143.85 feet along the Southern Right-of-Way Line of Richardson Flat Road (JDOT FAP 93-8);  
thence Southeasterly 202.29 feet along the arc of a 214.93 foot radius curve to the right (center bears South 02°39'41" West and the chord bears South 88°46'01" East 202.11 feet with a central angle of 0°00'00" along the Southern Right-of-Way Line of Richardson Flat Road (JDOT FAP 93-8);  
thence South 84°12'12" East 300.32 feet along the Southern Right-of-Way Line of Richardson Flat Road (JDOT FAP 93-8) to the Western Right-of-Way Line of State Highway 40;  
thence South 0°19'41" East 180.74 feet along the Western Right-of-Way Line of said State Highway 40;  
thence South 07°10'48" East 1,299.91 feet along the Western Right-of-Way Line of said State Highway 40;  
thence South 42°11'08" West 121.86 feet;  
thence South 153.66 feet to the projection of the Northern Boundary Line of the Morning Star Estates Subdivision recorded as Entry No. 379423 in the Office of the Summit County Recorder;  
thence North 88°22'01" West 1,368.96 feet along the Northern Boundary Line of said Morning Star Estates Subdivision and its projections thereon to the point of beginning.

Contains 8,518,648 Square Feet or 195,961 Acres

DATE: \_\_\_\_\_ SURVEYOR: KAREN L. WHITE  
P.L.S. 191126

### OWNER'S DEDICATION

Known all men by these presents that I, the undersigned owner(s) of the above described tract of land, having caused same to be subdivided, heretofore known as the

### PARK CITY HEIGHTS SUBDIVISION

do hereby dedicate for perpetual use of the public all or parts of the above described tract of land, having caused same to be subdivided, heretofore known as the

DATE: \_\_\_\_\_

### LIMITED LIABILITY COMPANY ACKNOWLEDGMENT

STATE OF UTAH, J.S.B. County of Salt Lake, A.D. \_\_\_\_\_  
I, \_\_\_\_\_, do hereby appear before me, the undersigned Notary Public, and for said County of \_\_\_\_\_ in the State of Utah, who after being duly sworn, acknowledge to me that she is the \_\_\_\_\_ a Limited Liability Company and that she has signed the Owner's Dedication thereof and authority for said said Limited Liability Company for the purposes herein mentioned and acknowledged to me that said Corporation received the same.

MY COMMISSION EXPIRES: \_\_\_\_\_

NOTARY PUBLIC: \_\_\_\_\_ RESIDING IN \_\_\_\_\_ COUNTY, \_\_\_\_\_

### PARK CITY HEIGHTS SUBDIVISION

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

RECORDED # \_\_\_\_\_

STATE OF UTAH, COUNTY OF SUMMIT, RECORDED AND FILED AT THE REQUEST OF: \_\_\_\_\_

DATE: \_\_\_\_\_ TIME: \_\_\_\_\_ BOOK: \_\_\_\_\_ PAGE: \_\_\_\_\_

FEE: \_\_\_\_\_ SUMMIT COUNTY RECORDER

ROCKY MOUNTAIN POWER UTILITY NOTE:  
UTILITIES SHALL HAVE THE RIGHT TO INSTALL, MAINTAIN AND OPERATE THEIR EQUIPMENT ABOVE AND BELOW GROUND AND ALL OTHER RELATED FACILITIES WITHIN THE PUBLIC UTILITY EASEMENTS IDENTIFIED ON THIS PLAN MAP AND MAY BE NECESSARY OR DESIRABLE IN PROVIDING UTILITY SERVICES WITHIN AND WITHOUT THE LOTS IDENTIFIED HEREIN, INCLUDING THE RIGHT OF ACCESS TO SUCH FACILITIES AND THE RIGHT TO REQUIRE REMOVAL OF ANY OBSTRUCTIONS INCLUDING STRUCTURES, TREES AND VEGETATION THAT MAY BE PLACED WITHIN THE P.U.E. THE UTILITY MAY REQUIRE THE LOT OWNER TO REMOVE ALL STRUCTURES WITHIN THE P.U.E. AT THE LOT OWNER'S EXPENSE, OR THE UTILITY MAY REMOVE SUCH STRUCTURES AT THE LOT OWNER'S EXPENSE. AT THE SAME TIME ANY PERMANENT STRUCTURES BE PLACED WITHIN THE P.U.E. OR ANY OTHER OBSTRUCTION WHICH INTERFERES WITH THE USE OF THE P.U.E. WITHOUT THE PRIOR WRITTEN APPROVAL OF THE UTILITIES WITHIN FACILITIES IN THE P.U.E.  
QUESTOR APPROVES THIS PLAN SOLELY FOR THE PURPOSE OF CONFIRMING THAT THE PLAN CONTAINS PUBLIC UTILITY EASEMENTS. QUESTOR MAY REQUIRE OTHER EASEMENTS IN ORDER TO OBTAIN THIS DEVELOPMENT. THIS APPROVAL DOES NOT CONSTITUTE ABANDON OR WAIVER OF ANY OTHER EXISTING RIGHTS, OBLIGATIONS OR LIABILITIES PROVIDED BY LAW OR EQUITY. THIS APPROVAL DOES NOT CONSTITUTE ACCEPTANCE, APPROVAL OR ADOPTION (WHICHEVER OR ANY TERMS CONTAINED IN THE PLAN, INCLUDING THOSE SET IN THE OWNERS DEDICATION AND THE NOTES) AND DOES NOT CONSTITUTE A GUARANTEE OF PARTICULAR TERMS OF MATERIALS OR SERVICE. FOR FURTHER INFORMATION PLEASE CONTACT QUESTOR'S RIGHT OF WAY DEPARTMENT AT 1-800-366-8432.

SALT LAKE CITY  
305 FORT DRUM BLVD  
100  
MIDWAY UT 84047  
Phone: 801.255.6263  
Fax: 801.255.4149  
WWW.ENGINENGLAND.COM

LAYTON  
Phone: 801.541.1180  
P.O. BOX 5171  
P.O. BOX 5171  
Phone: 801.798.5145  
TODDLE  
Phone: 801.943.3930

PROJECT NUMBER: 42ND  
MANAGER: ROE  
DRAWN BY: KFV  
CHECKED BY: PMH  
DATE: 10/13/11

DEVELOPER  
BOYER PARK CITY JUNCTION, LLC  
90 SOUTH 400 WEST SUITE 200  
SALT LAKE CITY, UTAH 84101  
(801) 521-4781

SYDNEYVILLE BASIN WATER RECLAMATION DISTRICT  
REVIEWED FOR CONFORMANCE TO SYDNEYVILLE BASIN WATER RECLAMATION DISTRICT DESIGN  
THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_

PLANNING COMMISSION  
APPROVED AS TO BE IN ACCORDANCE WITH  
THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_ A.D.

ENGINEER'S CERTIFICATE  
I FIND THIS PLAN TO BE IN ACCORDANCE WITH  
INFORMATION ON FILE IN MY OFFICE THIS \_\_\_\_\_ DAY  
OF \_\_\_\_\_, 20\_\_\_\_ A.D.

APPROVAL AS FORM  
APPROVED AS TO FORM THIS \_\_\_\_\_ DAY  
OF \_\_\_\_\_, 20\_\_\_\_ A.D.

CERTIFICATE OF ATTEST  
I CERTIFY THIS RECORD OF SURVEY IS MAP MADE  
APPROVED BY PARK CITY COUNCIL THIS \_\_\_\_\_ DAY  
OF \_\_\_\_\_, 20\_\_\_\_ A.D.

COUNCIL APPROVAL AND ACCEPTANCE  
APPROVAL AND ACCEPTANCE BY THE PARK CITY  
COUNCIL THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_ A.D.

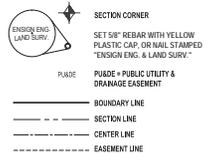
SHEET 1 OF 2

DATE: 10/13/11

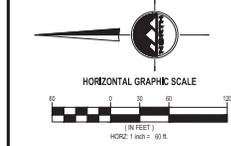
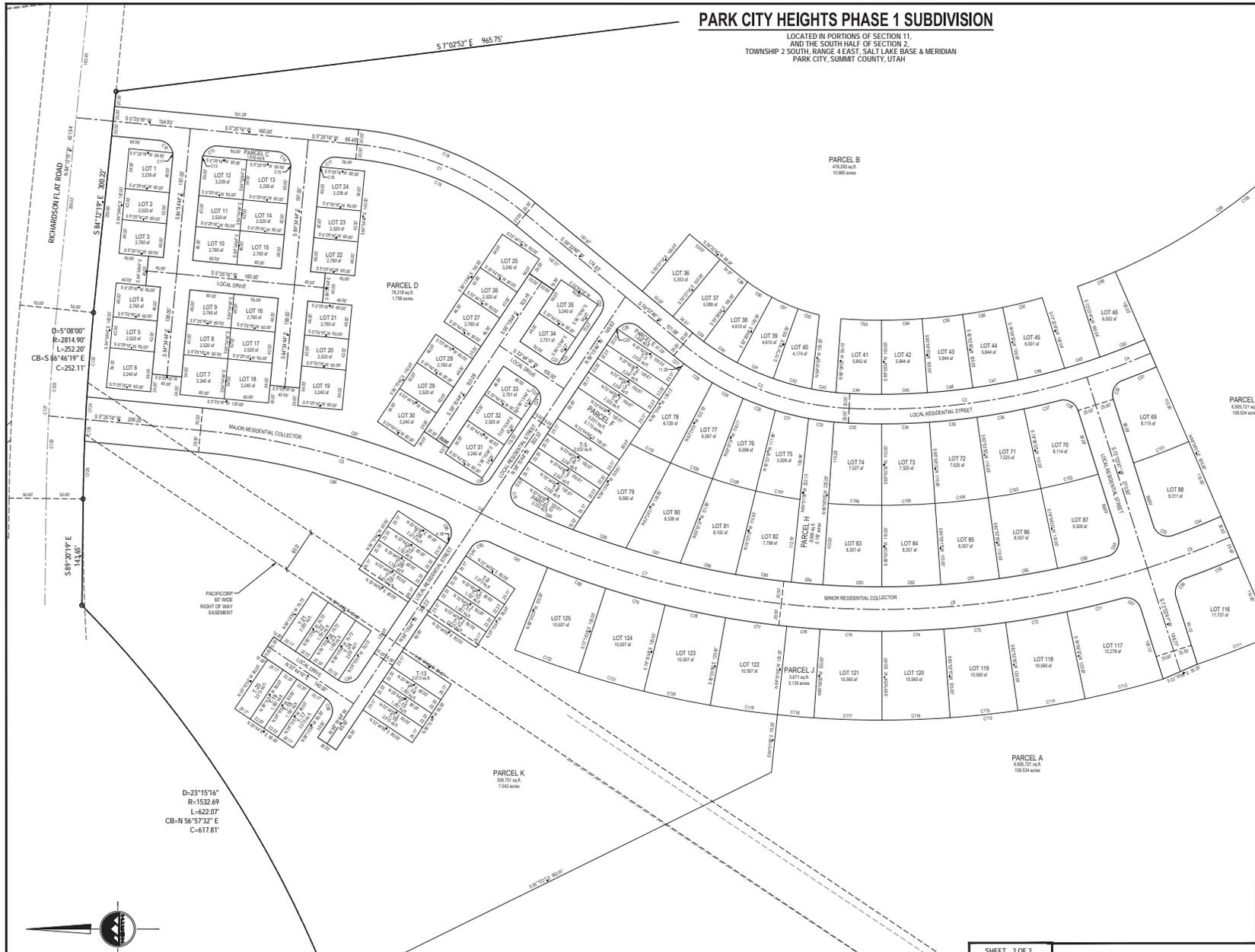
# PARK CITY HEIGHTS PHASE 1 SUBDIVISION

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

### LEGEND



| CURVE TABLE |         |        |           |              | CURVE TABLE |       |         |        |           |              |       |
|-------------|---------|--------|-----------|--------------|-------------|-------|---------|--------|-----------|--------------|-------|
| CURVE       | RADIUS  | LENGTH | DELTA     | BEARING      | CHORD       | CURVE | RADIUS  | LENGTH | DELTA     | BEARING      | CHORD |
| C1          | 430.00  | 250.19 | 34.9730°  | N02°09'15" W | 246.47      | C56   | 1180.00 | 75.14  | 3°40'38"  | S11°21'09" W | 75.12 |
| C2          | 360.00  | 244.87 | 36.2534°  | N02°09'15" W | 241.61      | C57   | 1180.00 | 75.14  | 3°40'38"  | S11°21'09" W | 75.12 |
| C3          | 300.00  | 224.74 | 39.7171°  | S72°04'45" E | 224.44      | C58   | 1180.00 | 75.14  | 3°40'38"  | S11°21'09" W | 75.12 |
| C4          | 600.00  | 102.2  | 0°43'51"  | S02°09'15" E | 91.86       | C59   | 1180.00 | 75.14  | 3°40'38"  | S11°21'09" W | 75.12 |
| C5          | 1000.00 | 202.22 | 27.4844°  | N02°09'15" E | 200.84      | C60   | 25.00   | 25.37  | 88°30'58" | S04°18'31" E | 25.34 |
| C6          | 1180.00 | 5.39   | 0°14'30"  | S02°09'15" E | 5.39        | C61   | 1200.00 | 77.20  | 3°37'42"  | S12°02'19" W | 77.24 |
| C7          | 1180.00 | 107.19 | 44°17'41" | S44°07'06" E | 93.88       | C62   | 1200.00 | 83.86  | 3°37'42"  | S12°02'19" W | 83.90 |
| C8          | 1180.00 | 107.19 | 44°17'41" | S44°07'06" E | 93.88       | C63   | 1200.00 | 83.87  | 3°37'42"  | S12°02'19" W | 83.90 |
| C9          | 1180.00 | 118.08 | 0°43'51"  | S02°09'15" E | 118.03      | C64   | 1200.00 | 83.87  | 3°37'42"  | S12°02'19" W | 83.90 |
| C10         | 20.00   | 20.36  | 93°31'51" | N47°10'21" E | 20.46       | C65   | 1200.00 | 83.86  | 3°37'42"  | S12°02'19" W | 83.90 |
| C11         | 20.00   | 5.09   | 14°30'38" | N02°09'15" E | 5.09        | C66   | 1200.00 | 83.85  | 3°37'42"  | S12°02'19" W | 83.94 |
| C12         | 20.00   | 5.09   | 14°30'38" | N02°09'15" E | 5.09        | C67   | 1200.00 | 83.85  | 3°37'42"  | S12°02'19" W | 83.94 |
| C13         | 20.00   | 26.36  | 93°31'51" | N47°10'21" E | 26.46       | C68   | 1200.00 | 83.86  | 3°37'42"  | S12°02'19" W | 83.94 |
| C14         | 20.00   | 26.36  | 93°31'51" | N47°10'21" E | 26.46       | C69   | 1200.00 | 83.86  | 3°37'42"  | S12°02'19" W | 83.94 |
| C15         | 20.00   | 5.09   | 14°30'38" | N02°09'15" E | 5.09        | C70   | 1200.00 | 83.85  | 3°37'42"  | S12°02'19" W | 83.94 |
| C16         | 20.00   | 5.09   | 14°30'38" | N02°09'15" E | 5.09        | C71   | 1200.00 | 83.85  | 3°37'42"  | S12°02'19" W | 83.94 |
| C17         | 20.00   | 26.36  | 93°31'51" | N47°10'21" E | 26.46       | C72   | 20.00   | 20.36  | 93°31'51" | N47°10'21" E | 20.46 |
| C18         | 440.00  | 260.28 | 34°37'30" | N02°09'15" E | 252.21      | C73   | 20.00   | 20.36  | 93°31'51" | N47°10'21" E | 20.46 |
| C19         | 400.00  | 298.24 | 34°37'30" | N02°09'15" E | 294.12      | C74   | 20.00   | 20.36  | 93°31'51" | N47°10'21" E | 20.46 |
| C20         | 20.00   | 31.12  | 84°11'52" | N02°09'15" E | 27.46       | C75   | 20.00   | 20.36  | 93°31'51" | N47°10'21" E | 20.46 |
| C21         | 20.00   | 25.84  | 89°00'00" | S02°09'15" E | 25.00       | C76   | 100.00  | 34.88  | 19°42'11" | N10°10'21" E | 34.22 |
| C22         | 20.00   | 10.47  | 30°00'00" | S44°07'06" E | 10.46       | C77   | 100.00  | 34.84  | 19°42'11" | N10°10'21" E | 34.22 |
| C23         | 20.00   | 10.47  | 30°00'00" | S44°07'06" E | 10.46       | C78   | 100.00  | 34.84  | 19°42'11" | N10°10'21" E | 34.22 |
| C24         | 20.00   | 25.84  | 89°00'00" | S02°09'15" E | 25.00       | C79   | 20.00   | 20.36  | 93°31'51" | N47°10'21" E | 20.46 |
| C25         | 20.00   | 1.62   | 4°32'11"  | N02°09'15" E | 1.62        | C80   | 20.00   | 20.36  | 93°31'51" | N47°10'21" E | 20.46 |
| C26         | 20.00   | 25.86  | 81°18'18" | N02°09'15" E | 25.00       | C81   | 20.00   | 20.36  | 93°31'51" | N47°10'21" E | 20.46 |
| C27         | 400.00  | 117.19 | 2°21'12"  | S02°09'15" E | 117.12      | C82   | 20.00   | 20.36  | 93°31'51" | N47°10'21" E | 20.46 |
| C28         | 400.00  | 117.19 | 2°21'12"  | S02°09'15" E | 117.12      | C83   | 20.00   | 20.36  | 93°31'51" | N47°10'21" E | 20.46 |
| C29         | 400.00  | 117.19 | 2°21'12"  | S02°09'15" E | 117.12      | C84   | 800.00  | 25.00  | 3°30'21"  | S12°02'19" W | 25.00 |
| C30         | 400.00  | 117.19 | 2°21'12"  | S02°09'15" E | 117.12      | C85   | 800.00  | 25.00  | 3°30'21"  | S12°02'19" W | 25.00 |
| C31         | 400.00  | 117.19 | 2°21'12"  | S02°09'15" E | 117.12      | C86   | 800.00  | 25.00  | 3°30'21"  | S12°02'19" W | 25.00 |
| C32         | 400.00  | 117.19 | 2°21'12"  | S02°09'15" E | 117.12      | C87   | 800.00  | 25.00  | 3°30'21"  | S12°02'19" W | 25.00 |
| C33         | 400.00  | 117.19 | 2°21'12"  | S02°09'15" E | 117.12      | C88   | 800.00  | 25.00  | 3°30'21"  | S12°02'19" W | 25.00 |
| C34         | 400.00  | 117.19 | 2°21'12"  | S02°09'15" E | 117.12      | C89   | 800.00  | 25.00  | 3°30'21"  | S12°02'19" W | 25.00 |
| C35         | 400.00  | 117.19 | 2°21'12"  | S02°09'15" E | 117.12      | C90   | 800.00  | 25.00  | 3°30'21"  | S12°02'19" W | 25.00 |
| C36         | 400.00  | 117.19 | 2°21'12"  | S02°09'15" E | 117.12      | C91   | 800.00  | 25.00  | 3°30'21"  | S12°02'19" W | 25.00 |
| C37         | 400.00  | 117.19 | 2°21'12"  | S02°09'15" E | 117.12      | C92   | 800.00  | 25.00  | 3°30'21"  | S12°02'19" W | 25.00 |
| C38         | 400.00  | 117.19 | 2°21'12"  | S02°09'15" E | 117.12      | C93   | 800.00  | 25.00  | 3°30'21"  | S12°02'19" W | 25.00 |
| C39         | 400.00  | 117.19 | 2°21'12"  | S02°09'15" E | 117.12      | C94   | 800.00  | 25.00  | 3°30'21"  | S12°02'19" W | 25.00 |
| C40         | 400.00  | 117.19 | 2°21'12"  | S02°09'15" E | 117.12      | C95   | 800.00  | 25.00  | 3°30'21"  | S12°02'19" W | 25.00 |
| C41         | 400.00  | 117.19 | 2°21'12"  | S02°09'15" E | 117.12      | C96   | 800.00  | 25.00  | 3°30'21"  | S12°02'19" W | 25.00 |
| C42         | 400.00  | 117.19 | 2°21'12"  | S02°09'15" E | 117.12      | C97   | 800.00  | 25.00  | 3°30'21"  | S12°02'19" W | 25.00 |
| C43         | 400.00  | 117.19 | 2°21'12"  | S02°09'15" E | 117.12      | C98   | 800.00  | 25.00  | 3°30'21"  | S12°02'19" W | 25.00 |
| C44         | 400.00  | 117.19 | 2°21'12"  | S02°09'15" E | 117.12      | C99   | 800.00  | 25.00  | 3°30'21"  | S12°02'19" W | 25.00 |
| C45         | 400.00  | 117.19 | 2°21'12"  | S02°09'15" E | 117.12      | C100  | 800.00  | 25.00  | 3°30'21"  | S12°02'19" W | 25.00 |



D-23°15'16"  
R-1532.69  
L-622.07  
CB-S 66°40'19" E  
C-617.81

**DEVELOPER**  
BOYER PARK CITY JUNCTION, L.C.  
90 SOUTH 400 WEST SUITE 200  
SALT LAKE CITY, UTAH 84101  
(801) 521-4781



SALT LAKE CITY  
90 S. FORUM BLVD SUITE  
100  
MIDVAULT UT 84047  
Phone: 801.255.0529  
Fax: 801.255.4449  
www.ensoninc.com

LAYTON  
Phone: 801.841.1100  
PLEASANT GROVE UT  
Phone: 801.798.8145

TUCULE  
Phone: 801.454.3990

**PARK CITY HEIGHTS PHASE 1 SUBDIVISION**

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

RECORDED # \_\_\_\_\_

STATE OF UTAH, COUNTY OF SUMMIT, RECORDED AND FILED AT THE  
REQUEST OF # \_\_\_\_\_

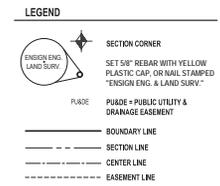
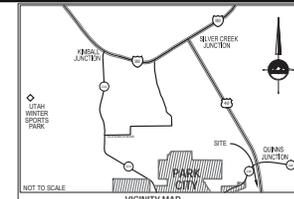
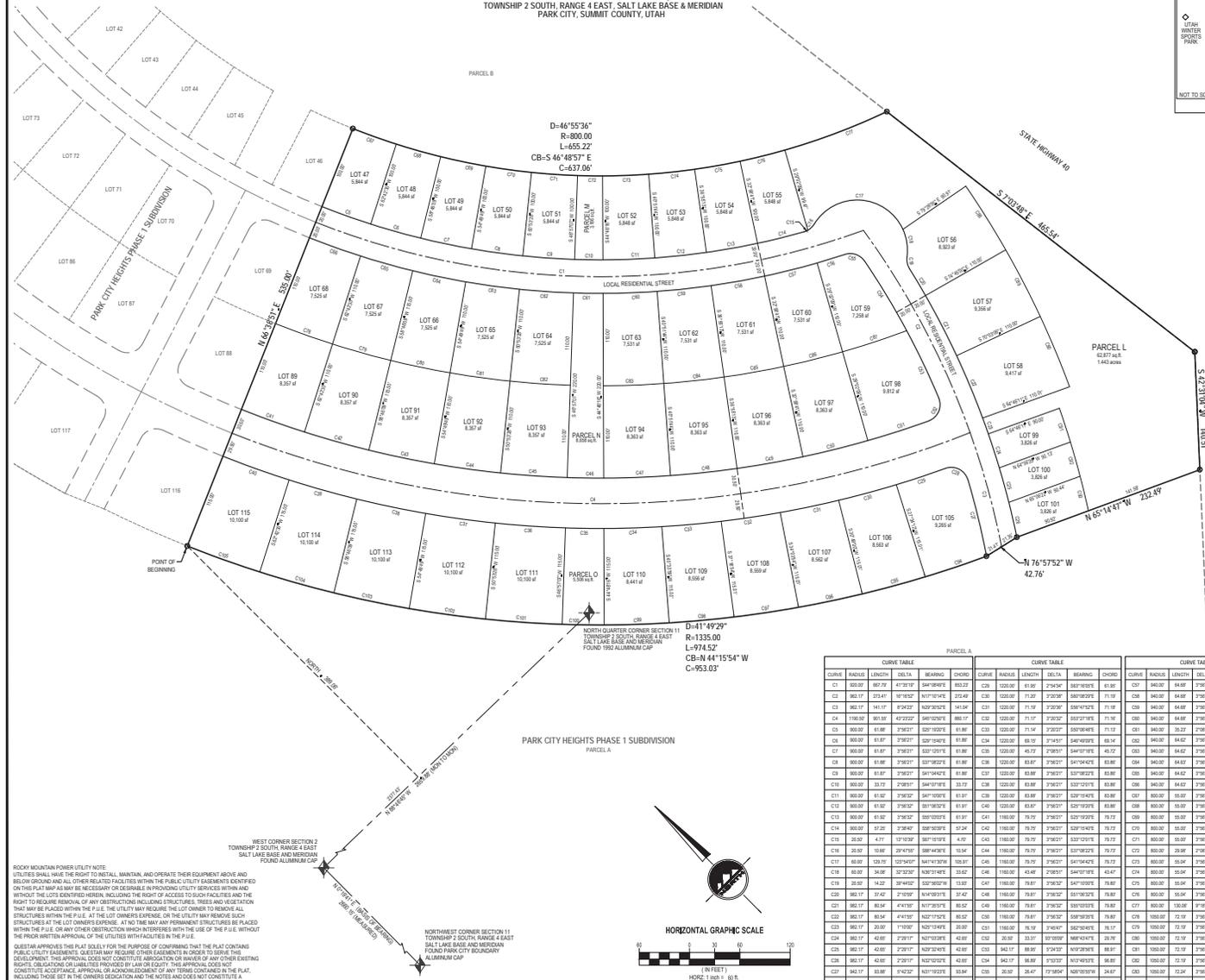
DATE: \_\_\_\_\_ TIME: \_\_\_\_\_ BOOK: \_\_\_\_\_ PAGE: \_\_\_\_\_

FEES: \_\_\_\_\_

SUMMIT COUNTY RECORDER

**PARK CITY HEIGHTS PHASE 2 SUBDIVISION**  
**AMENDING A PORTION OF PARCEL A OF PARK CITY HEIGHTS PHASE 1 SUBDIVISION**

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



**SURVEYOR'S CERTIFICATE**

I, KAREN V. WHITE, do hereby certify that I am a Licensed Land Surveyor, and that I hold certificate No. 10000 issued by the State of Utah. I have made a survey of the tract of land shown on this plan and described below, and have subdivided said tract of land into lots and blocks, hereinafter to be known as PARK CITY HEIGHTS PHASE 2 SUBDIVISION, and that the same has been correctly surveyed and staked on the ground as shown on this plan. I further certify that all lots meet frontage width and area requirements of the applicable zoning ordinances.

**BOUNDARY DESCRIPTION**

A portion of land located in the South Half of Section 2 and portions of Section 11, Township 2 South, Range 4 East, Salt Lake Base and Meridian, said parcel being more particularly described as follows:

Beginning at a point being North 89°46'45" West 2,377.43 feet and North 289.05 feet from a Park City Boundary Aluminum Cap marking the West Quarter Corner of Section 11, Township 2 South, Range 4 East, Salt Lake Base and Meridian, and running

- thence North 68°39'51" East 535.00 feet;
- thence Southwesterly 655.22 feet along the arc of a 800.00 foot radius curve to the left (center bears North 68°39'51" East and the chord bears South 48°24'37" East 637.06 feet with a central angle of 46°55'36") to the Western Right-of-Way Line of State Highway 42;
- thence South 17°20'42" East 485.00 feet along the Western Right-of-Way Line of said State Highway 42;
- thence South 42°31'54" West 140.51 feet;
- thence North 67°44'47" West 232.00 feet;
- thence North 78°57'52" West 42.76 feet;
- thence Northwesterly 974.52 feet along the arc of a 1,335.00 foot radius curve to the right (center bears North 34°49'29" East and the chord bears North 44°15'54" West 953.03 feet with a central angle of 41°49'29") to the point of beginning.

Contains 533,286 Square Feet or 12,243 Acres and 50 Lots and 4 Parcels

**OWNER'S DEDICATION**

I, the undersigned owner(s) of the above described tract of land, having caused same to be subdivided, heretofore herein as:

**PARK CITY HEIGHTS PHASE 2 SUBDIVISION**  
 AMENDING A PORTION OF PARCEL A OF PARK CITY HEIGHTS PHASE 1 SUBDIVISION

do hereby dedicate for perpetual use of the public all parcels of land shown on this plan as intended for Public use.

In witness whereof I have hereunto set our hand this \_\_\_\_\_ day of \_\_\_\_\_ A.D. 20\_\_\_\_.

By: \_\_\_\_\_

**LIMITED LIABILITY COMPANY ACKNOWLEDGMENT**

I, S. J. S., do hereby certify that I am the undersigned owner(s) of the above described tract of land, having caused same to be subdivided, heretofore herein as:

**PARK CITY HEIGHTS PHASE 2 SUBDIVISION**  
 AMENDING A PORTION OF PARCEL A OF PARK CITY HEIGHTS PHASE 1 SUBDIVISION

do hereby dedicate for perpetual use of the public all parcels of land shown on this plan as intended for Public use.

In witness whereof I have hereunto set our hand this \_\_\_\_\_ day of \_\_\_\_\_ A.D. 20\_\_\_\_.

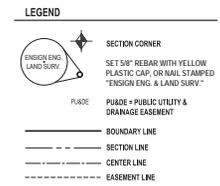
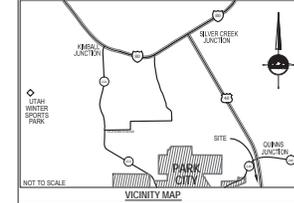
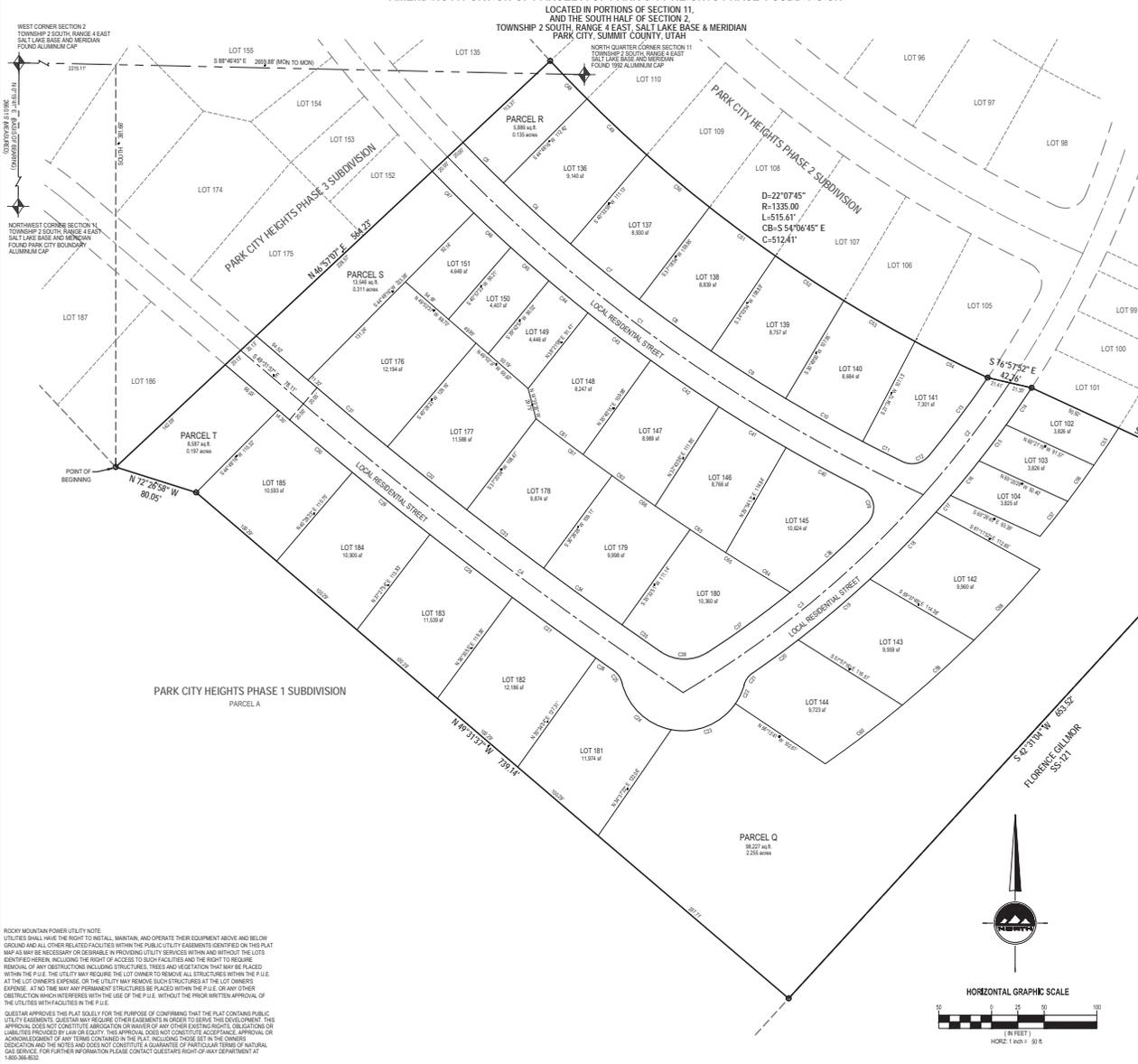
By: \_\_\_\_\_

| PARCEL A |         |        |           |            | PARCEL B |       |         |         |           | PARCEL C   |        |       |        |        | PARCEL D  |            |        |       |        |        |           |            |        |
|----------|---------|--------|-----------|------------|----------|-------|---------|---------|-----------|------------|--------|-------|--------|--------|-----------|------------|--------|-------|--------|--------|-----------|------------|--------|
| CURVE    | RADIUS  | LENGTH | DELTA     | BEARING    | CHORD    | CURVE | RADIUS  | LENGTH  | DELTA     | BEARING    | CHORD  | CURVE | RADIUS | LENGTH | DELTA     | BEARING    | CHORD  | CURVE | RADIUS | LENGTH | DELTA     | BEARING    | CHORD  |
| C1       | 800.00  | 887.79 | 47°17'17" | S44°19'56" | 652.73   | C6    | 1000.00 | 1130.00 | 57°56'52" | S29°19'52" | 814.86 | C11   | 800.00 | 887.79 | 47°17'17" | S44°19'56" | 652.73 | C16   | 800.00 | 887.79 | 47°17'17" | S44°19'56" | 652.73 |
| C2       | 800.00  | 294.44 | 10°50'52" | N17°10'18" | 272.44   | C7    | 1000.00 | 1130.00 | 57°56'52" | S29°19'52" | 814.86 | C12   | 800.00 | 887.79 | 47°17'17" | S44°19'56" | 652.73 | C17   | 800.00 | 887.79 | 47°17'17" | S44°19'56" | 652.73 |
| C3       | 800.00  | 141.17 | 5°24'52"  | N03°54'54" | 141.14   | C8    | 1000.00 | 1130.00 | 57°56'52" | S29°19'52" | 814.86 | C13   | 800.00 | 887.79 | 47°17'17" | S44°19'56" | 652.73 | C18   | 800.00 | 887.79 | 47°17'17" | S44°19'56" | 652.73 |
| C4       | 1180.00 | 90.95  | 43°12'22" | S45°10'26" | 86.17    | C9    | 1000.00 | 1130.00 | 57°56'52" | S29°19'52" | 814.86 | C14   | 800.00 | 887.79 | 47°17'17" | S44°19'56" | 652.73 | C19   | 800.00 | 887.79 | 47°17'17" | S44°19'56" | 652.73 |
| C5       | 800.00  | 61.88  | 3°02'17"  | S21°10'22" | 61.86    | C10   | 1000.00 | 1130.00 | 57°56'52" | S29°19'52" | 814.86 | C15   | 800.00 | 887.79 | 47°17'17" | S44°19'56" | 652.73 | C20   | 800.00 | 887.79 | 47°17'17" | S44°19'56" | 652.73 |

|  |  |  |  |   |   |   |   |  |
|--|--|--|--|---|---|---|---|--|
| <p><b>SHEET 1 OF 1</b></p> <p>PROJECT NUMBER: 4802</p> <p>MANAGER: ROE</p> <p>DRAWN BY: JPH</p> <p>CHECKED BY: PHH</p> <p>DATE: 10/15/11</p> | <p><b>DEVELOPER</b></p> <p>BOYER PARK CITY JUNCTION LLC<br/>             90 SOUTH 400 WEST SUITE 200<br/>             SALT LAKE CITY, UTAH 84101<br/>             (801) 521-4781</p> | <p><b>SNYDERVILLE BASIN WATER RECLAMATION DISTRICT</b></p> <p>REVIEWED FOR CONFORMANCE TO SNYDERVILLE BASIN WATER RECLAMATION DISTRICT TITLE 20 DAY OF _____ A.D. 20____</p> | <p><b>PLANNING COMMISSION</b></p> <p>APPROVED BY THE PARK CITY PLANNING COMMISSION THIS _____ DAY OF _____ A.D. 20____</p> | <p><b>ENGINEER'S CERTIFICATE</b></p> <p>I FIND THIS PLAN TO BE ACCORDANCE WITH INFORMATION ON FILE IN MY OFFICE THIS _____ DAY OF _____ A.D. 20____</p> | <p><b>APPROVAL AS FORM</b></p> <p>APPROVED AS TO FORM THIS _____ DAY OF _____ A.D. 20____</p> | <p><b>CERTIFICATE OF ATTEST</b></p> <p>I CERTIFY THAT RECORD OF SURVEY MAP HAS BEEN APPROVED BY PARK CITY COUNCIL THIS _____ DAY OF _____ A.D. 20____</p> | <p><b>COUNCIL APPROVAL AND ACCEPTANCE</b></p> <p>APPROVAL AND ACCEPTANCE BY THE PARK CITY COUNCIL THIS _____ DAY OF _____ A.D. 20____</p> | <p><b>RECORDED #</b></p> <p>STATE OF UTAH, COUNTY OF SUMMIT, RECORDED AND FILED AT THE REQUEST OF: _____</p> <p>DATE: _____ TIME: _____ BOOK: _____ PAGE: _____</p> <p>FEE: _____ SUMMIT COUNTY RECORDER</p> |
|--|--|--|--|---|---|---|---|--|



**PARK CITY HEIGHTS PHASE 4 SUBDIVISION**  
**AMENDING A PORTION OF PARCEL A OF PARK CITY HEIGHTS PHASE 1 SUBDIVISION**



| CURVE TABLE |        |        |         |               | CURVE TABLE |       |        |        |       |         |       |
|-------------|--------|--------|---------|---------------|-------------|-------|--------|--------|-------|---------|-------|
| CURVE       | RADIUS | LENGTH | DELTA   | BEARING       | CHORD       | CURVE | RADIUS | LENGTH | DELTA | BEARING | CHORD |
| C1          | 148.88 | 206.88 | 271°03' | S47°04'25\"/> |             |       |        |        |       |         |       |

**SURVEYOR'S CERTIFICATE**  
 I, KAREN F. WHITE, do hereby certify that I am a Licensed Land Surveyor, and that I hold certificate No. 10322 as purchased under the laws of the State of Utah. Further, only that by authority of the Owners, I have made a survey of the tract of land shown on this plan and described below, and have subdivided said tract of land into lots and blocks, hereinafter to be known as: **PARK CITY HEIGHTS PHASE 4 SUBDIVISION**, and that the same has been correctly surveyed and staked on the ground as shown on this plan. I further certify that all lots meet frontage width and area requirements of the applicable zoning ordinances.

**BOUNDARY DESCRIPTION**  
 A portion of land located in the South Half of Section 2 and portions of Section 11, Township 2 South, Range 4 East, Salt Lake Base and Meridian, said parcel being more particularly described as follows:  
 Beginning at a point being North 89°46'45\"/>

**OWNER'S DEDICATION**  
 I, the undersigned owner(s) of the above described tract of land, having caused same to be subdivided, heretofore known as the **PARK CITY HEIGHTS PHASE 4 SUBDIVISION**, do hereby dedicate for perpetual use of the public all parcels of land shown on this plan as intended for Public use. In witness whereof I have hereunto set our hand (s) this      day of      A.D. 20    .

**LIMITED LIABILITY COMPANY ACKNOWLEDGMENT**  
 On this      day of      A.D. 20    , at the State of     , I,     , a Limited Liability Company and that      signed the Owner's Dedication (heretofore and hereinafter) for use in behalf of said Limited Liability Company for the purposes herein mentioned and acknowledged to me that said Corporation executed the same.

**NOTARY PUBLIC**  
**PARK CITY HEIGHTS PHASE 4 SUBDIVISION**  
 AMENDING A PORTION OF PARCEL A OF PARK CITY HEIGHTS PHASE 1 SUBDIVISION  
 LOCATED IN PORTIONS OF SECTION 11,  
 AND THE SOUTH HALF OF SECTION 2,  
 TOWNSHIP 2 SOUTH, RANGE 4 EAST, SALT LAKE BASE & MERIDIAN  
 PARK CITY, SUMMIT COUNTY, UTAH

**ROCKY MOUNTAIN POWER UTILITY NOTE:**  
 UTILITIES SHALL BE THE RIGHT TO INSTALL, MAINTAIN, AND OPERATE THEIR EQUIPMENT ABOVE AND BELOW GROUND AND ALL OTHER RELATED FACILITIES WITHIN THE PUBLIC UTILITY EASEMENTS IDENTIFIED ON THIS PLAN. MAP MAY BE NECESSARY OR DESIRABLE IN PROVIDING UTILITY SERVICES WITHIN AND WITHOUT THE LOTS IDENTIFIED HEREON, INCLUDING THE RIGHT OF ACCESS TO SUCH FACILITIES AND THE RIGHT TO REQUIRE REMOVAL OF ANY OBSTRUCTIONS INCLUDING STRUCTURES, TREES AND VEGETATION THAT ARE PLACED WITHIN THE P.U.E. THE UTILITY MAY REQUIRE THE LOT OWNER TO REMOVE ALL STRUCTURES WITHIN THE P.U.E. AT THE LOT OWNER'S EXPENSE, OR THE UTILITY MAY REMOVE SUCH STRUCTURES AT THE LOT OWNER'S EXPENSE. AT NO TIME MAY ANY PERMANENT STRUCTURES BE PLACED WITHIN THE P.U.E. OR ANY OTHER OBSTRUCTION WHICH INTERFERES WITH THE USE OF THE P.U.E. WITHOUT THE PRIOR WRITTEN APPROVAL OF THE UTILITIES WITH FACILITIES IN THE P.U.E.  
 QUESTIONS APPROVED THAT FULLY FOR THE PURPOSE OF CONFIRMING THAT THE PLAN CONTAINS PUBLIC UTILITY EASEMENTS, QUESTION MAY REQUIRE OTHER EASEMENTS IN ORDER TO SERVE THIS DEVELOPMENT. THIS APPROVAL DOES NOT CONSTITUTE A GUARANTEE OR WARRANTY OF ANY KIND. THE UTILITY'S OBLIGATIONS OR LIMITATIONS PROVIDED BY LAW OR EQUITY. THIS APPROVAL DOES NOT CONSTITUTE ACCEPTANCE, APPROVAL OR ACKNOWLEDGMENT OF ANY TIME CONSTRAINTS IN THE PLAN, INCLUDING THOSE SET IN THE OWNER'S DEDICATION AND THE NOTES AND DOES NOT CONSTITUTE A GUARANTEE OF PARTICULAR TERMS OF NATURAL GAS SERVICE. FOR FURTHER INFORMATION PLEASE CONTACT CUSTOMER SERVICE DEPARTMENT AT 801-586-8922.

**ENGINEERING**  
 SALT LAKE CITY  
 1000 S. 1000 W.  
 Ste 10, UT 84103  
 Phone: 801-255-2529  
 Fax: 801-255-4448  
 WWW.ENGINEERING.COM

**SHEET 1 OF 1**  
 PROJECT NUMBER: 4802  
 MANAGER: ROE  
 DRAWN BY: KFW  
 CHECKED BY: PKM  
 DATE: 10/15/13

**DEVELOPER**  
**BOYER PARK CITY JUNCTION, LC**  
 90 SOUTH 400 WEST SUITE 200  
 SALT LAKE CITY, UTAH 84101  
 (801) 521-4781

**SNYDERVILLE BASIN WATER RECLAMATION DISTRICT**  
 REVIEWED FOR CONFORMANCE TO SNYDERVILLE BASIN WATER RECLAMATION DISTRICT THIS DAY OF      20     A.D.

**PLANNING COMMISSION**  
 APPROVED BY THE PARK CITY PLANNING COMMISSION THIS DAY OF      20     A.D.

**ENGINEER'S CERTIFICATE**  
 I FIND THIS PLAN TO BE IN ACCORDANCE WITH INFORMATION ON FILE IN MY OFFICE THIS DAY OF      20     A.D.

**APPROVAL AS FORM**  
 APPROVED AS TO FORM THIS DAY OF      20     A.D.

**CERTIFICATE OF ATTEST**  
 I CERTIFY THAT THESE RECORDS OF SURVEY HAVE BEEN APPROVED BY PARK CITY COUNCIL THIS DAY OF      20     A.D.

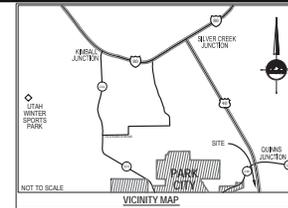
**COUNCIL APPROVAL AND ACCEPTANCE**  
 APPROVED AND ACCEPTED BY THE PARK CITY COUNCIL THIS DAY OF      20     A.D.

RECORDED # \_\_\_\_\_ STATE OF UTAH, COUNTY OF SUMMIT, RECORDED AND FILED AT THE REQUEST OF: \_\_\_\_\_ DATE: \_\_\_\_\_ TIME: \_\_\_\_\_ BOOK: \_\_\_\_\_ PAGE: \_\_\_\_\_ FEES: \_\_\_\_\_ SUMMIT COUNTY RECORDER

# PARK CITY HEIGHTS PHASE 5 SUBDIVISION

## AMENDING A PORTION OF PARCEL A OF PARK CITY HEIGHTS PHASE 1 SUBDIVISION

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



**SURVEYOR'S CERTIFICATE**  
I, KAREN L. WHITE, do hereby certify that I am a Licensed Land Surveyor, and that I hold certificate No. 10332 as provided under laws of the State of Utah. Further, I certify that by authority of the Owners, I have made a survey of the tract of land shown on this plan and described below, and have subdivided said tract of land into lots and blocks, hereinafter to be known as PARK CITY HEIGHTS PHASE 5 SUBDIVISION, and that the same has been correctly surveyed and staked on the ground as shown on this plan. I further certify that all lots meet footage width and area requirements of the applicable zoning ordinances.

**BOUNDARY DESCRIPTION**  
A portion of land located in the South Half of Section 2 and portions of Section 11, Township 2 South, Range 4 East, Salt Lake Base and Meridian, said parcel being more particularly described as follows:  
Beginning at a point being North 89°46'45" West 1,245.83 feet from a Park City Boundary Aluminum Cap marking the West Quarter Corner of Section 11, Township 2 South, Range 4 East, Salt Lake Base and Meridian, and running

thence South 89°46'45" West 514.64 feet with a normal angle of 07°27'37";  
thence South 87°42'01" East 40.00 feet;  
thence South 02°20'00" East 185.98 feet;  
thence South 43°02'33" East 165.62 feet;  
thence South 45°02'33" East 505.82 feet;  
thence North 38°48'17" West 745.90 feet;  
thence North 38°42'22" West 214.54 feet;  
thence South 89°46'45" East 85.54 feet;  
thence North 07°02'41" East 557.57 feet;  
thence South 89°59'19" East 236.38 feet;  
thence South 77°51'01" East 16.91 feet;  
thence South 10°46'22" West 256.48 feet;  
thence South 84°12'29" East 140.90 feet;  
thence South 10°46'22" West 102.98 feet;  
thence South 32.38 feet along the arc of a 320.00 foot radius curve to the left (center bears South 84°12'29" West and the chord bears South 61°15'17" West 314.64 feet with a central angle of 07°27'37");  
thence South 07°18'07" West 40.00 feet;  
thence South 89°46'45" East 214.54 feet along the arc of a 205.50 foot radius curve to the right (center bears South 06°13'33" West and the chord bears South 38°02'44" East 28.88 feet with a central angle of 07°27'37");  
thence South 07°18'07" West 27.46 feet to the point of beginning.

Contains 739,874 square feet or 16.98 acres and 16 Lots and 2 Parcels

Date: \_\_\_\_\_  
KAREN L. WHITE  
P.L.S. 191526

**OWNER'S DEDICATION**

I, the undersigned owner(s) of the above described tract of land, having caused same to be subdivided, heretofore known as the

**PARK CITY HEIGHTS PHASE 5 SUBDIVISION**  
AMENDING A PORTION OF PARCEL A OF PARK CITY HEIGHTS PHASE 1 SUBDIVISION

do hereby dedicate for perpetual use of the public all parcels of land shown on this plan as intended for Public use. In witness whereof I have hereunto set our hand this \_\_\_\_\_ day of \_\_\_\_\_ A.D. 20\_\_\_\_.

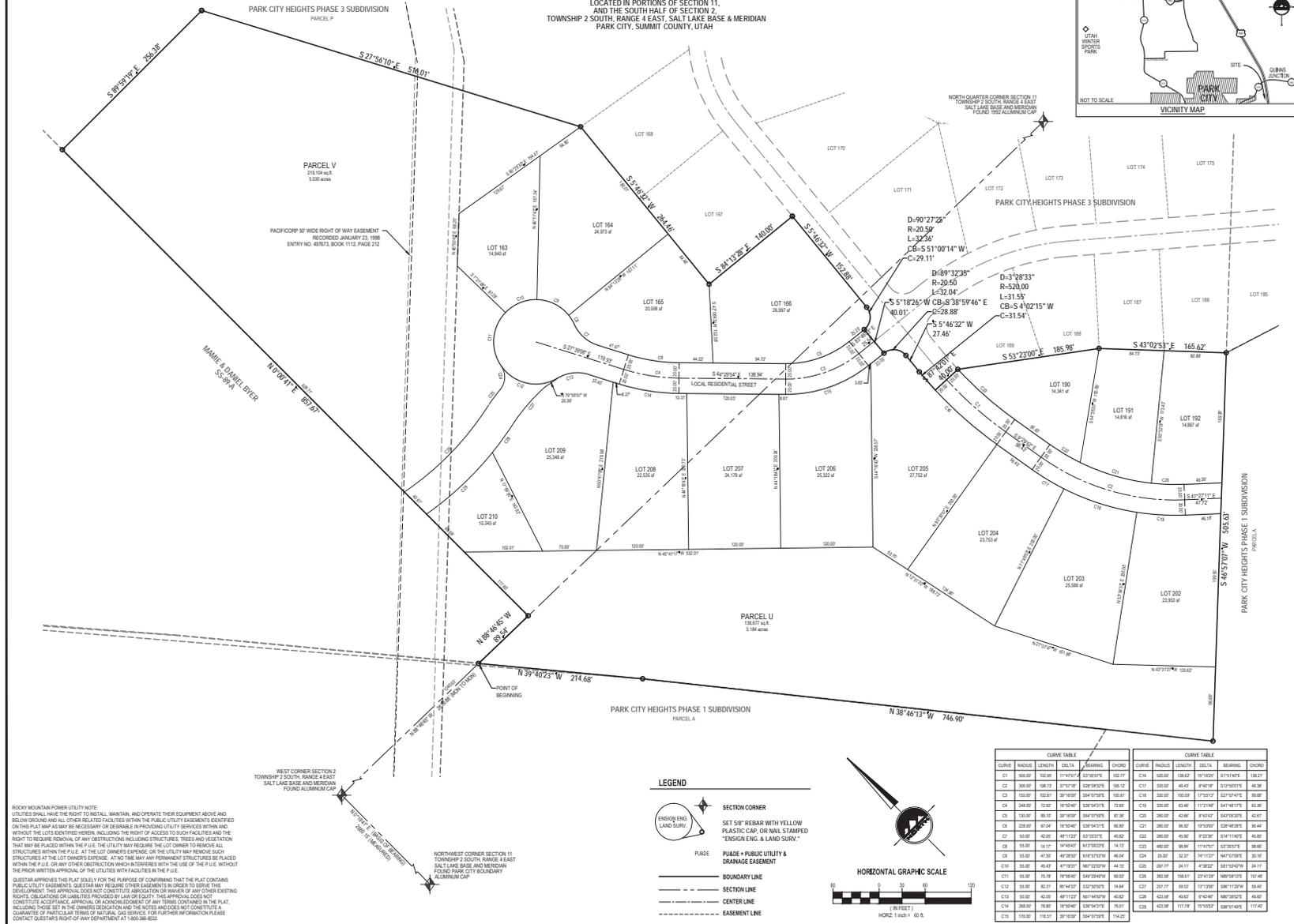
**LIMITED LIABILITY COMPANY ACKNOWLEDGMENT**

STATE OF UTAH, )  
County of Salt Lake, )  
Do hereby certify that the undersigned Notary Public, in and for said County of \_\_\_\_\_ in the State of Utah, who after being duly sworn, acknowledged to me that the \_\_\_\_\_ a Limited Liability Company and that the undersigned the Owner's Dedication filed and submitted for use in behalf of said Limited Liability Company for the purposes herein mentioned and acknowledged to me that said Corporation executed the same.

**PARK CITY HEIGHTS PHASE 5 SUBDIVISION**  
AMENDING A PORTION OF PARCEL A OF PARK CITY HEIGHTS PHASE 1 SUBDIVISION

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

RECORDED # \_\_\_\_\_  
STATE OF UTAH, COUNTY OF SUMMIT, RECORDED AND FILED AT THE  
REQUEST OF: \_\_\_\_\_  
DATE: \_\_\_\_\_ TIME: \_\_\_\_\_ BOOK: \_\_\_\_\_ PAGE: \_\_\_\_\_  
FEE: \_\_\_\_\_ SUMMIT COUNTY RECORDER



**ROCKY MOUNTAIN POWER UTILITY NOTE:**  
UTILITIES SHALL MAINTAIN THE RIGHT TO INSTALL, MAINTAIN, AND OPERATE THEIR EQUIPMENT ABOVE AND BELOW GROUND AND ALL OTHER RELATED FACILITIES WITHIN THE PUBLIC UTILITY EASEMENTS IDENTIFIED ON THIS PLAN. THERE MAY BE NECESSARY OR DESIRED IN PROVIDING UTILITY SERVICES WITHIN AND WITHOUT THE LOTS IDENTIFIED HEREIN, INCLUDING THE RIGHT OF ACCESS TO SUCH FACILITIES AND THE RIGHT TO REQUIRE REMOVAL OF ANY OBSTRUCTIONS INCLUDING STRUCTURES, TREES AND VEGETATION THAT MAY BE PLACED WITHIN THE P.U.E. THE UTILITY MAY REQUIRE THE LOT OWNER TO REMOVE ALL STRUCTURES WITHIN THE P.U.E. AT THE LOT OWNER'S EXPENSE. OR THE UTILITY MAY REMOVE SUCH STRUCTURES AT THE LOT OWNER'S EXPENSE. AT NO TIME MAY ANY PERMANENT STRUCTURES BE PLACED WITHIN THE P.U.E. OR ANY OTHER RESTRICTION WHICH INTERFERES WITH THE USE OF THE P.U.E. WITHOUT THE PRIOR WRITTEN APPROVAL OF THE UTILITIES WITH FACILITIES IN THE P.U.E.

**QUESTIONS:** QUESTIONS MAY REQUIRE OTHER ADJUSTMENTS IN ORDER TO SUBMIT THIS PUBLIC UTILITY EASEMENTS. QUESTIONS MAY BE NECESSARY OR DESIRED IN PROVIDING UTILITY SERVICES WITHIN AND WITHOUT THE LOTS IDENTIFIED HEREIN, INCLUDING THE RIGHT OF ACCESS TO SUCH FACILITIES AND THE RIGHT TO REQUIRE REMOVAL OF ANY OBSTRUCTIONS INCLUDING STRUCTURES, TREES AND VEGETATION THAT MAY BE PLACED WITHIN THE P.U.E. THE UTILITY MAY REQUIRE THE LOT OWNER TO REMOVE ALL STRUCTURES WITHIN THE P.U.E. AT THE LOT OWNER'S EXPENSE. OR THE UTILITY MAY REMOVE SUCH STRUCTURES AT THE LOT OWNER'S EXPENSE. AT NO TIME MAY ANY PERMANENT STRUCTURES BE PLACED WITHIN THE P.U.E. OR ANY OTHER RESTRICTION WHICH INTERFERES WITH THE USE OF THE P.U.E. WITHOUT THE PRIOR WRITTEN APPROVAL OF THE UTILITIES WITH FACILITIES IN THE P.U.E.

**QUESTIONS:** QUESTIONS MAY REQUIRE OTHER ADJUSTMENTS IN ORDER TO SUBMIT THIS PUBLIC UTILITY EASEMENTS. QUESTIONS MAY BE NECESSARY OR DESIRED IN PROVIDING UTILITY SERVICES WITHIN AND WITHOUT THE LOTS IDENTIFIED HEREIN, INCLUDING THE RIGHT OF ACCESS TO SUCH FACILITIES AND THE RIGHT TO REQUIRE REMOVAL OF ANY OBSTRUCTIONS INCLUDING STRUCTURES, TREES AND VEGETATION THAT MAY BE PLACED WITHIN THE P.U.E. THE UTILITY MAY REQUIRE THE LOT OWNER TO REMOVE ALL STRUCTURES WITHIN THE P.U.E. AT THE LOT OWNER'S EXPENSE. OR THE UTILITY MAY REMOVE SUCH STRUCTURES AT THE LOT OWNER'S EXPENSE. AT NO TIME MAY ANY PERMANENT STRUCTURES BE PLACED WITHIN THE P.U.E. OR ANY OTHER RESTRICTION WHICH INTERFERES WITH THE USE OF THE P.U.E. WITHOUT THE PRIOR WRITTEN APPROVAL OF THE UTILITIES WITH FACILITIES IN THE P.U.E.

CONTACT QUESTOR'S RIGHT-OF-WAY DEPARTMENT AT 800-968-8802.

**ENGINEERING**  
SALT LAKE CITY  
56 W. 1000 S. SUITE 300  
SALO, UT 84070  
PHONE: 801.255.0529  
FAX: 801.255.0448  
WWW.ENGINEERING.COM

**LAYOUT**  
PHONE: 851.541.1100  
TOOLE, L  
PHONE: 435.943.3000  
CEDAR CITY, UT  
PHONE: 435.865.1483  
RICHFIELD, UT  
PHONE: 435.950.0187

**SHEET 1 OF 1**  
PROJECT NUMBER: 4580  
MANAGER: ROE  
DRAWN BY: KPH  
CHECKED BY: PHM  
DATE: 10/13

**DEVELOPER**  
BOYER PARK CITY JUNCTION, LC  
90 SOUTH 400 WEST SUITE 200  
SALT LAKE CITY, UT 84101  
(801) 521-4781

**SNYDERVILLE BASIN WATER RECLAMATION DISTRICT**  
REVIEWED FOR CONFORMANCE TO SNYDERVILLE BASIN WATER RECLAMATION DISTRICT THIS DAY OF \_\_\_\_\_ 20\_\_\_\_ A.D.

**PLANNING COMMISSION**  
APPROVED BY THE PARK CITY PLANNING COMMISSION THIS DAY OF \_\_\_\_\_ 20\_\_\_\_ A.D.

**ENGINEER'S CERTIFICATE**  
I FIND THIS PLAN TO BE IN ACCORDANCE WITH INFORMATION ON FILE IN MY OFFICE THIS DAY OF \_\_\_\_\_ 20\_\_\_\_ A.D.

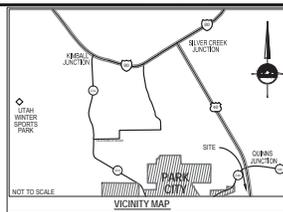
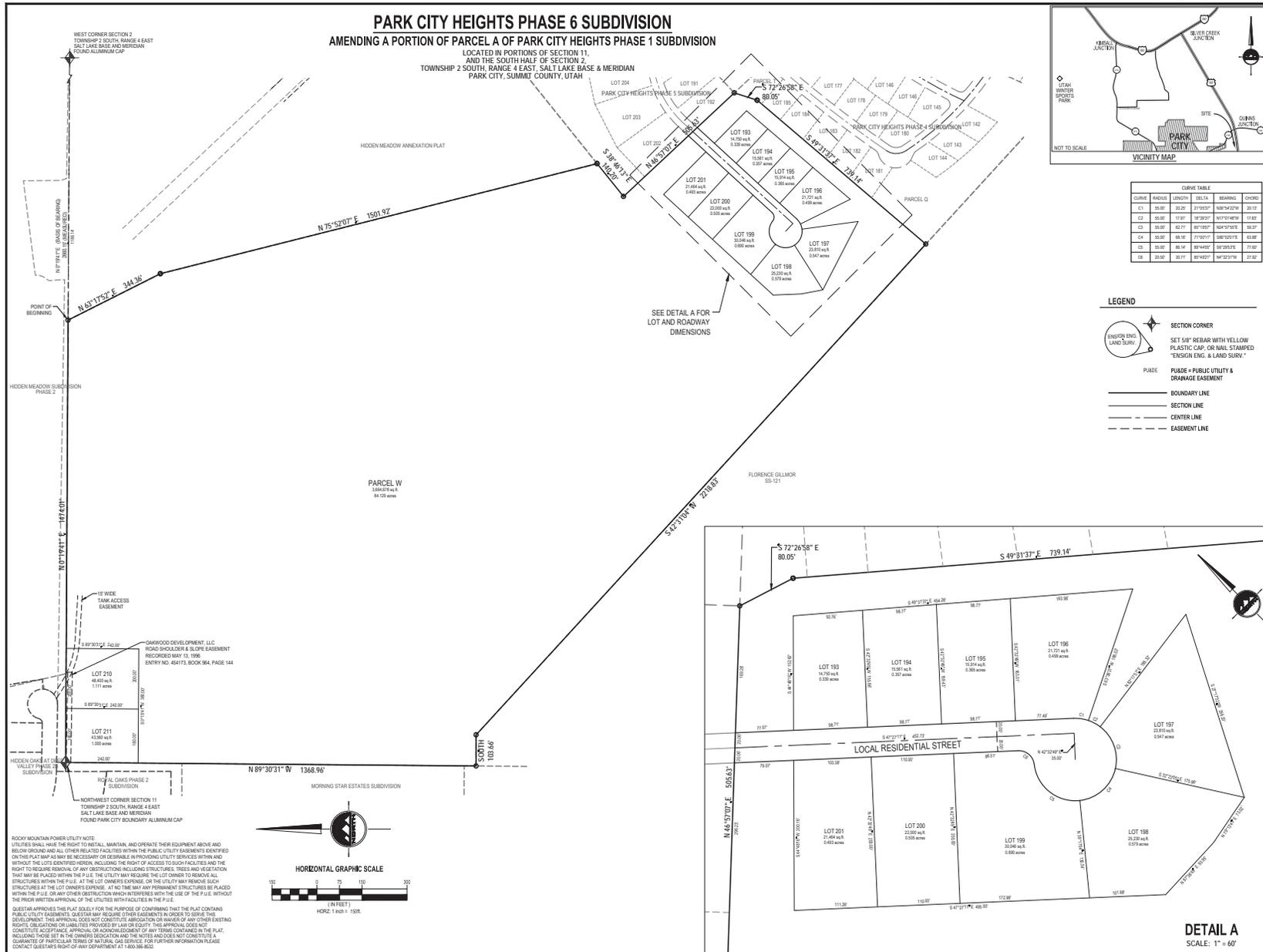
**APPROVAL AS FORM**  
APPROVED AS TO FORM THIS DAY OF \_\_\_\_\_ 20\_\_\_\_ A.D.

**CERTIFICATE OF ATTEST**  
I CERTIFY THIS RECORD OF SURVEY MAP WAS APPROVED BY PARK CITY COUNCIL THIS DAY OF \_\_\_\_\_ 20\_\_\_\_ A.D.

**COUNCIL APPROVAL AND ACCEPTANCE**  
APPROVAL AND ACCEPTANCE BY THE PARK CITY COUNCIL THIS DAY OF \_\_\_\_\_ 20\_\_\_\_ A.D.

**PARK CITY HEIGHTS PHASE 6 SUBDIVISION**  
**AMENDING A PORTION OF PARCEL A OF PARK CITY HEIGHTS PHASE 1 SUBDIVISION**

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



| CURVE TABLE |        |        |          |              |       |
|-------------|--------|--------|----------|--------------|-------|
| CURVE       | RADIUS | LENGTH | DELTA    | BEARING      | CHORD |
| CA          | 50.00  | 20.00  | 37.0357° | N49°27'01" E | 20.00 |
| CB          | 50.00  | 17.97  | 38.2821° | N10°14'48" E | 17.97 |
| CC          | 50.00  | 52.77  | 61.1907° | N49°12'58" E | 52.77 |
| CD          | 50.00  | 65.16  | 71.9211° | S49°22'15" E | 65.16 |
| CE          | 50.00  | 86.14  | 89.4405° | S69°20'17" E | 77.90 |
| CF          | 25.00  | 30.71  | 89.4402° | N49°22'15" E | 25.00 |

**LEGEND**

- SECTION CORNER
- SET 5/8" REBAR WITH YELLOW PLASTIC CAP, OR NAIL STAMPED "ENSGN ENG. & LAND SURV."
- PURSE - PUBLIC UTILITY & DRAINAGE EASEMENT
- BOUNDARY LINE
- SECTION LINE
- CENTER LINE
- EASEMENT LINE

**SURVEYOR'S CERTIFICATE**  
 I, KAREN V. WHITE, do hereby certify that I am a Licensed Land Surveyor, and that I hold certificate No. 10312 as purchased under laws of the State of Utah. Further, certify that by authority of the Owners, I have made a survey of the tract of land shown on this plan and described below, and have subdivided said tract of land into lots and blocks, hereunto to be known as PARK CITY HEIGHTS PHASE 6 SUBDIVISION, and that the same has been correctly surveyed and staked on the ground as shown on this plan. I further certify that all lots meet footage width and area requirements of the applicable zoning ordinances.

**BOUNDARY DESCRIPTION**  
 A portion of land located in the South Half of Section 2 and portions of Section 11, Township 2 South, Range 4 East, Salt Lake Base and Meridian, said parcel being more particularly described as follows:  
 Beginning at a point being South 07°19'41" West 1,186.14 feet from a Park City Boundary Aluminum Cap marking the West Quarter Corner of Section 11, Township 2 South, Range 4 East, Salt Lake Base and Meridian; and running  
 thence North 67°17'12" East 344.30 feet;  
 thence North 75°32'07" East 1,001.92 feet;  
 thence South 38°48'17" East 140.20 feet;  
 thence North 46°32'07" East 500.00 feet;  
 thence South 77°28'58" East 80.05 feet;  
 thence North 49°11'17" East 739.14 feet;  
 thence South 42°31'54" West 2,218.83 feet;  
 thence South 103.95 feet;  
 thence North 89°30'31" West 1,368.96 feet;  
 thence North 09°18'41" East 1,474.07 feet to the point of beginning.

Contains 3,973,282 Square Feet or 91.214 Acres

Div: \_\_\_\_\_ SURV: KAREN V. WHITE  
 PLS: 10/18

**OWNER'S DEDICATION**  
 I, the undersigned owner(s) of the above described tract of land, having caused same to be subdivided, heretofore known as the

**PARK CITY HEIGHTS PHASE 6 SUBDIVISION**  
 AMENDING A PORTION OF PARCEL A OF PARK CITY HEIGHTS PHASE 1 SUBDIVISION

do hereby dedicate for perpetual use of the public all parcels of land shown on this plan as intended for Public use. In witness whereof I have hereunto set our hand (s) this \_\_\_\_\_ day of \_\_\_\_\_ A.D. 20\_\_\_\_

**LIMITED LIABILITY COMPANY ACKNOWLEDGMENT**  
 STATE OF UTAH ) S.S.  
 County of Salt Lake )  
 On this \_\_\_\_\_ day of \_\_\_\_\_ A.D. 20\_\_\_\_  
 I, \_\_\_\_\_, a Limited Liability Company and that I, \_\_\_\_\_, signed the Owner's Dedication (they and I) and voluntarily for and in behalf of said Limited Liability Company for the purposes herein mentioned and acknowledged to me that said Corporation executed the same.

MY COMMISSION EXPIRES: \_\_\_\_\_  
 NOTARY PUBLIC: \_\_\_\_\_ RESIDING IN \_\_\_\_\_ COUNTY, \_\_\_\_\_

**PARK CITY HEIGHTS PHASE 6 SUBDIVISION**  
 AMENDING A PORTION OF PARCEL A OF PARK CITY HEIGHTS PHASE 1 SUBDIVISION  
 LOCATED IN PORTIONS OF SECTION 11,  
 AND THE SOUTH HALF OF SECTION 2,  
 TOWNSHIP 2 SOUTH, RANGE 4 EAST, SALT LAKE BASE & MERIDIAN  
 PARK CITY, SUMMIT COUNTY, UTAH

|  |  |   |   |  |   |  |  |  |
|--|--|---|---|--|---|--|--|--|
| <p><b>SHEET 1 OF 1</b></p> <p>PROJECT NUMBER: 4262</p> <p>MANAGER: ROE</p> <p>DRAWN BY: KPH</p> <p>CHECKED BY: PMH</p> <p>DATE: 10/13/13</p> | <p><b>DEVELOPER</b></p> <p><b>BOYER PARK CITY JUNCTION, LLC</b><br/>             90 SOUTH 400 WEST SUITE 200<br/>             SALT LAKE CITY, UTAH 84101<br/>             (801) 524-4781</p> | <p><b>SNYDERVILLE BASIN WATER RECLAMATION DISTRICT</b></p> <p>REVIEWED FOR CONFORMANCE TO SNYDERVILLE BASIN WATER RECLAMATION DISTRICT THIS _____ DAY OF _____ 20____ A.D.</p> <p>BY: _____</p> | <p><b>PLANNING COMMISSION</b></p> <p>APPROVED BY THE PARK CITY PLANNING COMMISSION THIS _____ DAY OF _____ 20____ A.D.</p> <p>CHIRWAN</p> | <p><b>ENGINEER'S CERTIFICATE</b></p> <p>I FIND THIS PLAN TO BE IN ACCORDANCE WITH INFORMATION ON FILE IN MY OFFICE THIS _____ DAY OF _____ 20____ A.D.</p> <p>PARK CITY ENGINEER</p> | <p><b>APPROVAL AS FORM</b></p> <p>APPROVED AS TO FORM THIS _____ DAY OF _____ 20____ A.D.</p> <p>PARK CITY ATTORNEY</p> | <p><b>CERTIFICATE OF ATTEST</b></p> <p>I CERTIFY THIS RECORD OF SURVEY MAP WAS APPROVED BY PARK CITY COUNCIL THIS _____ DAY OF _____ 20____ A.D.</p> <p>PARK CITY RECORDER</p> | <p><b>COUNCIL APPROVAL AND ACCEPTANCE</b></p> <p>APPROVAL AND ACCEPTANCE BY THE PARK CITY COUNCIL THIS _____ DAY OF _____ 20____ A.D.</p> <p>PARK CITY MAYOR</p> | <p>RECORDED # _____</p> <p>STATE OF UTAH, COUNTY OF SUMMIT, RECORDED AND FILED AT THE REQUEST OF: _____</p> <p>DATE: _____ TIME: _____ BOOK: _____ PAGE: _____</p> <p>FEES: _____ SUMMIT COUNTY RECORDER</p> |
|--|--|---|---|--|---|--|--|--|

**ENSGN**  
 SALT LAKE CITY, UT 84103  
 900 S. 1000 E., SUITE 300  
 SALT LAKE CITY, UT 84103  
 Phone: 801.255.0229  
 Fax: 801.255.0448  
 WWW.ENSGN.COM



October 10, 2011

Kirsten Whetstone  
Park City Planning Dept  
445 Marsic Avenue  
Park City, UT 84060

RE: Park City Heights

Dear Kirsten:

After conducting our due diligence we now know that there are no known mine hazards on the property known as Park City Heights.

Thank you,

A handwritten signature in blue ink, appearing to read 'Patrick Moffat', is written over the printed name.

Patrick Moffat



## WATER AGREEMENT BY AND BETWEEN PARK CITY AND IVORY HOMES

This WATER AGREEMENT (the “Agreement”) is made and entered into as of the \_\_\_\_ day of \_\_\_\_\_, 2014, by and between PARK CITY MUNICIPAL CORPORATION, a political subdivision of the State of Utah and PARK CITY WATER SERVICE DISTRICT, a special service district organized and existing pursuant to the provisions of Utah Code Annotated 17A-2-1301 *et seq.*, 1953, as amended together referred to as “Park City” or individually as “Park City Municipal” or “Park City Water”); and IVORY HOMES (“Ivory”), (individually, a “Party” and, collectively, the “Parties.”)

### RECITALS

A. Ivory owns certain real property located in Summit County, State of Utah, as more particularly described and shown in attached Exhibit “A” (the “Property”); and

B. Ivory intends to improve the Property in phases, as described below, for residential development (the “Project”), which is within the Park City Heights subdivision (“PCH”); and

C. Park City Municipal entered into an Annexation Agreement, dated July 2, 2010, (the “Annexation Agreement”), as a Co-Tenant with Boyer Park City Junction L.C. (“Boyer”) and on May 27, 2010 Park City Municipal, acting as a municipal government, annexed the Property into the corporate limits of the City and agreed to extend municipal services to the Property and the Project; and

D. Under the Annexation Agreement, Park City Municipal and Boyer Park City Junction L.C. , as co-tenants, agreed to enter into a separate Water Agreement for the purpose of implementing Section 9 of the Annexation Agreement relating to, among other matters, the design and construction of and payment for the “Water Delivery System,” as defined in the Water Agreement;

E. On or about November 23, 2011, Ivory succeeded in interest to the interests of Boyer Park City Junction L.C. and Park City Municipal, as co-tenants, and became the sole developer of the Project.

F. All interest held by Park City Municipal as a co-tenant terminated on or about November 23, 2011 and all references in this Agreement to Park City Municipal, individually or collectively with Park City Water, shall refer to Park City Municipal as a municipal government;

F. Ivory desires to enter into this Water Agreement with Park City to accomplish the design and construction of the Water Delivery System as designed herein;

NOW, WHEREFORE, in consideration of the terms and conditions of this Agreement, as well as the mutual benefits to be derived from those terms and conditions, the Parties agree as follows:

## AGREEMENT

1. Water Delivery System and Project Peak Daily Demand. The Parties agree to cooperate in the construction of a Water Delivery System, as defined in this Water Agreement, which will be adequate to meet the water demand of the Project, as phased. Park City shall and subject to the terms of the Water Agreement and the Annexation Agreement hereby agrees to provide culinary water and irrigation water sufficient to meet the projected peak daily water demand for the use and development of the Project as phased, subject to the terms and restrictions contained in, or as may be adopted as part of, the Water Code, Title 13 of the Municipal Code of Park City, including emergency and drought restrictions. The Water Delivery System shall also be capable of delivering water at flows and pressures meeting the requirements of R309-105-9 of the Utah Department of Environmental Quality Rules for Public Drinking Water Systems, as amended. The Parties understand, acknowledge and agree that the peak daily water demand for the Project shall not exceed 350 gallons per minute and that allowable residential density for Market Units and Affordable Unit Equivalents (AUEs) is set forth in the Annexation Agreement. Phase I shall not exceed ninety (90) Unit Equivalents as described below. Except as otherwise specified in this Water Agreement or the Annexation Agreement, or any future written agreement, Park City shall have no further obligation to provide any water, water rights, source capacity and/or infrastructure to the Project or the Property.
  
2. Initial Certificates of Occupancy.
  - a. Initial Building Permits. The Parties acknowledge that the Project may be developed in phases. Ivory agrees that Phase I of the Project shall be limited to a maximum of one-hundred eighty-thousand (180,000) square feet of residential development and that Phase I shall not exceed the lesser of ninety (90) Unit Equivalents, or ninety-thousand (90,000) gallons per day of demand. The Phase I service area shall be limited to locations and elevations serviceable off of the Boot Hill Pressure Zone. Ivory shall provide a hydraulic model which will delineate the development boundaries of the Project.
  
  - b. Subsequent Phases. Ivory understands and agrees that City is unable to provide adequate pressures beyond Phase I of the Project without the new Culinary Water Tank described in this Agreement. Accordingly, Ivory understands and agrees that Park City will not issue a temporary or permanent certificate of occupancy to any development beyond Phase I of the Project prior to the date on which the infrastructure as defined in Section 3 of this agreement is complete and operational.
  
3. Water Delivery System Infrastructure. Ivory shall provide as-built drawings of the infrastructure identified below and GPS coordinates for all water surface features. Park City shall have access to the construction sites at all times.

- a. Phase I Infrastructure. Park City has constructed a water transmission line that runs parallel to water lines included in the Rail Trail Water Lines Project from the Quinn's WTP to a point that is approximately 2,600 feet in a southwesterly direction from the intersection of the Rail Trail and Richardson Flat Road. This point is near the existing dirt road south of the Rail Trail and Silver Creek. This segment of the transmission line includes a connection to the Fairway Hills Pressure Zone with a backup connection to the Boot Hill Pressure Zone, including all valves, vaults, and appurtenances. Phase I service area shall be limited as defined in Paragraph 2(a) of this Agreement. Ivory shall design and construct an extension from the transmission line to the upper end of the Phase I distribution system. The transmission line will be designed with adequate pressure and flow capacity such that it can be extended as a part of Phase II to the Culinary Water Tank (as defined in Paragraph 3(b) of this Agreement).. Phase I shall also include water distribution lines to Phase I together with all required valves and other appurtenances.
- b. Culinary Water Tank. Concurrent with the construction of Phase II, Ivory shall design and construct a Culinary Water Tank, together with all required transmission lines, valves, valve vaults, access roads, and other appurtenances, within the Property, subject to Park City's approval. The overflow elevation of the new Culinary Water Tank shall be at the same elevation as Park City's existing Fairway Hills culinary water tank. The purpose of the Culinary Water Tank is to provide fire suppression and operational storage for the Project. Ivory agrees to upsize the Culinary Water Tank at the request of Park City. Park City agrees to pay all costs associated with the upsizing as provided in Paragraph 4(b) below.
- c. Culinary Water Pump Station (Park City Heights Pump Station). Concurrent with the construction of Phase II, Park City shall design and construct, and Ivory shall reimburse Park City for its expenses for design, construction, permitting, and startup, a Culinary Water Pump Station complete within the Quinn's WTP, together with all required pumps, mechanical piping, valves, valve vaults, SCADA, VFD's, soft starts, and other appurtenances, relating to the Park City Heights Pump Station. The Quinn's WTP has been designed to provide the space for the future addition of this pump station. The purpose of the Park City Heights Pump Station is to deliver water to the Culinary Water Tank and the Fairway Hills Zone. The Park City Heights Pump Station shall be upsized as provided in Paragraph 4(c) of this Agreement.
- d. Culinary Water Distribution Line. Concurrent with the construction of Phase II, Ivory shall design and construct a Culinary Water Distribution Line, together with all required, valves, and other appurtenances, for the purpose of conveying culinary water from the Culinary Water Tank to the entire Project. The design and construction of the water distribution line shall be subject to Park City's approval. The Culinary Water Distribution Line shall be upsized as provided in Paragraph 4(d) of this Agreement.

- e. Culinary Water Transmission Line. Concurrent with the construction of Phase II, Ivory shall design and construct a culinary water transmission line extension from Phase I, together with all required pumps, valves, and other appurtenances, for the purpose of conveying treated water from the Quinn's WTP to the Culinary Water Tank. Once infrastructure in Section 3 of this agreement is operational, the connection to the Boot Hill Pressure zones shall be terminated and abandoned at the City's sole discretion. The Culinary Water Transmission Line shall be upsized as provided in Paragraph 4(e) of this Agreement.

Advanced Metering Infrastructure. Concurrent with Phase I, Ivory shall provide the necessary infrastructure to provide for two-way remote read coverage at the Property. Park City shall have sole discretion and approval authority of the required infrastructure, which will include, but not be limited to, a new Tower, Sensus base station, and network backhaul. It is anticipated that this infrastructure will be installed at the Solamere Tank above the Property.

4. Cost of Water Delivery System. The Parties agree that, pursuant to the terms of the Annexation Agreement and this Water Agreement:
  - a. Phase I Infrastructure. Ivory shall pay all costs associated with the design and construction of the transmission extension from the existing transmission line to the upper end of the Phase I Culinary Water Distribution Line, as described in Paragraph 3(a) of this Agreement, and all related pumps, valves, and other appurtenances.
  - b. Culinary Water Tank. Ivory shall pay all costs associated with the design and construction of the Culinary Water Tank and all related pumps, valves, pipes, security, access roads, re-vegetation, slope stability, and electrical service extensions. If Park City elects to upsize the Culinary Water Tank, Park City shall pay Ivory its ratable share of the costs of the Culinary Water Tank within thirty (30) days of approval by the City Engineer, following request for inspection pursuant to the Subdivision Ordinance and associated public improvement guarantee. Park City's ratable share shall be determined during the design process based on gallons of storage required for the City divided by the sum of the gallons of storage required for the Project plus the gallons of storage required for Park City. By way of example, if Park City upsizes the tank by 500,000 gallons and Ivory requires 450,000 gallons for the Project, the City's ratable share would be 52.6% of only the Water Tank.
  - c. Culinary Water Pump Station (Park City Heights Pump Station). Ivory shall reimburse City for its ratable share of the costs of the design and construction of the Park City Heights Pump Station within thirty days of approval by the City Engineer. Ivory's ratable share shall be determined during the design process based on horsepower (HP) required for the Project divided by the total horsepower required with Park City's upsize. By way of example, if Ivory requires 40 HP for

the Project and Park City's upsized pump station requires 100 HP, Ivory's ratable share would be 40%.

- d. Culinary Water Distribution Line. Ivory shall pay all costs associated with the design and construction of the Culinary Water Distribution Line and all related pumps, valves, and other appurtenances. Within thirty (30) days of the completion of the Culinary Water Distribution Line, the Parties shall determine the incremental costs incurred by Ivory over and above the cost of having designed and constructed the required Project size determined during design (minimum of eight (8) inch) culinary transmission line. The incremental cost increase of the actual Culinary Water Distribution Line, which the Parties understand and agree may be larger than the required Project size (minimum of eight (8) inches), shall represent Park City's ratable share of the cost of design and construction of the Culinary Water Distribution Line. Park City shall reimburse Ivory its ratable share of the costs of the Culinary Water Distribution Line within thirty (30) days of Park City accepting the Culinary Water Distribution Line by ordinance.
- e. Culinary Water Transmission Line. Ivory shall pay all costs associated with the design and construction of the Culinary Water Transmission Line and all related pumps, valves, and other appurtenances. Within thirty (30) days of the completion of Culinary Water Transmission Line, Ivory and Park City shall determine the incremental costs incurred by Ivory over and above the cost of having designed and constructed the required culinary water transmission line size as determined during design (minimum of twelve (12) inch). The incremental cost of the actual Culinary Water Transmission Line, which the Parties understand and agree may be larger than the required Project size (minimum of twelve (12) inches), shall represent Park City's ratable share of the cost of design and construction of the Culinary Water Transmission Line. Park City shall reimburse Ivory its ratable share of the costs of the Culinary Water Transmission Line within thirty (30) days of approval by the City Engineer, following request for inspection pursuant to the Subdivision Ordinance and associated public improvement guarantee. No costs in excess of the estimated cost of construction used for the public improvement guarantee shall be part of Park City's reimbursement unless approved in advance and in writing by Park City.
- f. Advanced Metering Infrastructure. Park City shall procure and pay all costs for equipment needed for advanced metering and Ivory shall reimburse Park City for 100% of costs associated with the procurement and purchase. Ivory shall obtain all permits and approvals from Park City or other regulatory agencies needed for the installation of the Tower and Sensus base station. It is anticipated a Conditional Use Permit for the Tower will be required. Park City or the Sensus vendor, at Park City's direction, shall install the Tower, Sensus base station, and network backhaul and Ivory shall reimburse Park City for 100% of costs associated with the installation. .

g.



- c. Waivers. No waiver of any of the provisions of this Agreement shall constitute a waiver of any other provision, whether or not similar, nor shall any waiver be a continuing waiver. Except as expressly provided in this Agreement, no waiver shall be binding unless executed in writing by the Party making the waiver. Any Party may waive any provision of this Agreement intended for its benefit; provided, however, that any such waiver shall in no way excuse any other Party from the performance of any of its other obligations under this Agreement.
- d. Interpretation; Recitals. This Agreement shall be interpreted and construed only by the contents hereof and there shall be no presumption or standard of construction in favor of or against any Party. The recitals stated above and the exhibits attached to this Agreement shall be and hereby are incorporated in and an integral part of this Agreement by this reference.
- e. Governing Law; Captions. This Agreement shall be construed and enforced in accordance with, and governed by, the law of the State of Utah. The captions in this Agreement are for convenience only and do not constitute a part of the provisions hereof.
- f. Applicability. If any term or provision of this Agreement or the application of it to any person, entity or circumstance shall to any extent be invalid and unenforceable, the remainder of this Agreement or the application of such term or provision to persons or circumstances other than those as to which it is invalid or unenforceable shall not be affected thereby, and each term and provision of this Agreement shall be valid and shall be enforced to the extent permitted by law.
- g. Authority; Further Assurances. Each Party hereto represents and warrants that it has the requisite corporate power and authority to enter into and perform this Agreement and that, to their respective, current, actual knowledge, the same will not contravene or result in the violation of any agreement, law, rule, or regulation to which any such Party may be subject. Each Party to this Agreement shall use reasonable efforts and exercise reasonable diligence to accomplish and effect the transactions contemplated and, to that end, shall execute and deliver all such further instruments and documents as may be reasonably requested by the other Party in order to fully carry out the transactions contemplated by this Agreement.
- h. No Third Party Beneficiaries. Nothing in this Agreement is intended to or shall create an enforceable right, claim or cause of action by any third person, entity or party against any Party to this Agreement.
- i. Counterparts; No Recording. This Agreement may be executed by facsimile and in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. This Agreement may not be recorded in the official real estate records of Summit County, Utah, or elsewhere, without the express, written consent of the Parties.

- j. Force Majeure. If any Party is delayed or prevented from performance of any act required hereunder by reason of a “force majeure” event, and such Party is otherwise without fault, then performance of such act shall be excused for the period of the delay. For purposes of this Agreement, “force majeure” shall mean any delay caused by acts of nature or the elements, acts of terrorism, weather, avalanche, fire, earthquake, flood, explosion, war, invasion, insurrection, riot, malicious mischief, vandalism, including without limitation, except with respect to the City, governmental or regulatory action or inaction, beyond the control of the Party claiming “force majeure” or any other person or entity delayed.
- k. Notices. Unless otherwise designated in writing, all notices, demands and other communications under this Agreement shall be in writing and mailed by first class registered or certified mail, postage prepaid, sent by receipted hand delivery, sent by nationally-recognized, overnight courier, sent by confirmed facsimile and, in any case, shall be addressed as set forth in the Annexation Agreement for each such Party (or their legal counsel).
- l. Relationship of Parties; Limitation of Liability. Nothing herein contained shall be deemed or construed as creating a relationship of principal and agent, partnership or joint venture among the Parties, or any of them, it being agreed that neither any provision contained herein, nor any acts of the Parties hereto, shall be deemed to create any relationship between the Parties except as otherwise specified in this Agreement.
- m. Remedies Cumulative; No Waiver; Injunctive Relief. The various rights and remedies herein contained and reserved to each of the Parties shall not be considered as exclusive of any other right or remedy of such Party, but shall be construed as cumulative and shall be in addition to every other remedy now or hereafter existing at law, in equity, or by statute. No delay or omission of the right to exercise any power by any Party shall impair any such right or power, or be construed as a waiver of any default or as acquiescence therein. Further, the Parties agree and acknowledge that a non-defaulting Party may not have an adequate remedy at law by reason of any breach of default of the terms or conditions of this Agreement and, as such, the non-defaulting Party shall be entitled to injunctive or similar relief from any breach or anticipated or threatened breach of this Agreement by the defaulting Party, in addition to and without waiver of any other remedies available at law or in equity.

DATED as of the \_\_\_ day of \_\_\_\_\_, 2010.

*[Signatures on following page]*

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

By: \_\_\_\_\_  
Jack Thomas, Mayor

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2014.

ATTEST:

\_\_\_\_\_  
Marci Heil, City Recorder

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2014

APPROVED AS TO FORM:

\_\_\_\_\_  
Thomas A. Daley, Sr., Deputy City Attorney

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2010.

**PARK CITY WATER SERVICE DISTRICT,**  
A special service district.

By: \_\_\_\_\_  
Jack Thomas, Chairman

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2014.

ATTEST:

\_\_\_\_\_  
Marci Heil, City Recorder

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2014

APPROVED AS TO FORM:

\_\_\_\_\_

Thomas A. Daley, Sr., Deputy City Attorney

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2014.

IVORY HOMES

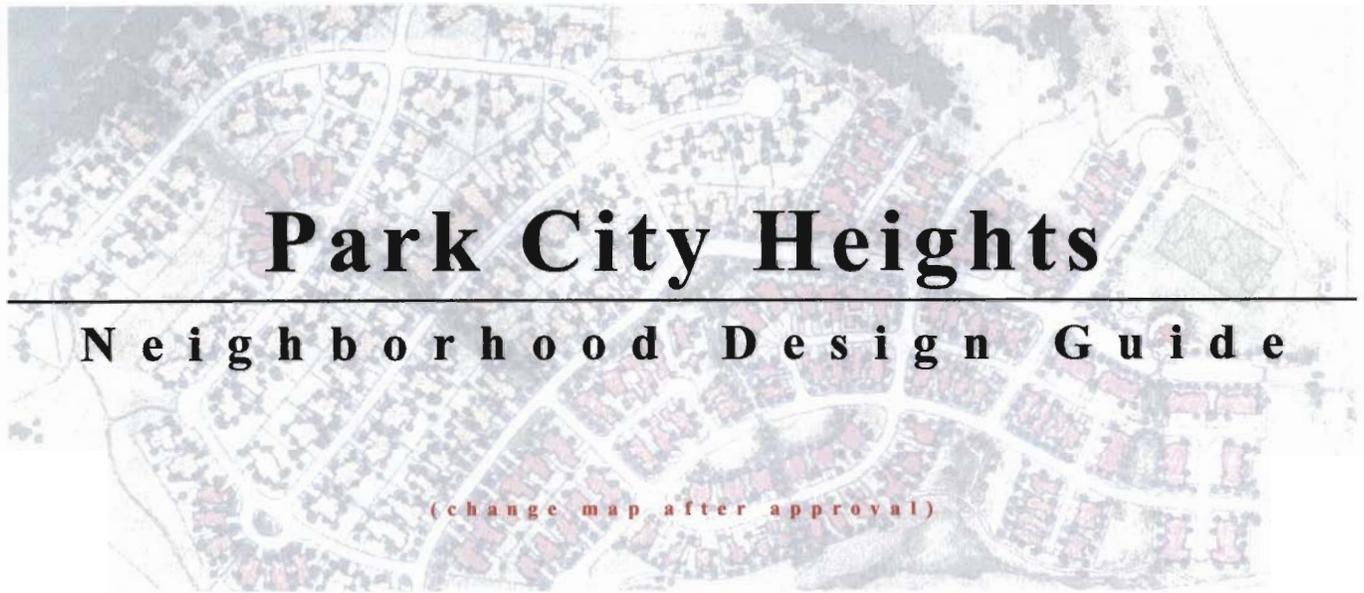
By: \_\_\_\_\_

Name: \_\_\_\_\_

Its: \_\_\_\_\_

Dated this \_\_\_\_ day of \_\_\_\_\_, 2014

Exhibit A- Annexation plat



~~July, 2011~~

August, 2013



# Lot Types

Park City Heights is comprised of a variety of architectural styles found within three (3) unique and diverse Lot types: Park Homes, Cottage Homes and Homesteads.



**Park Homes**

Park Homes consist of ~~various attached housing types with varying lot sizes to accommodate these home types~~ **small lot single family homes and 4-unit multi family buildings**. All Park Homes front **or are adjacent to** a park or open space and are accessed by rear lanes and rear garages providing a focus on the front doors and front porches.



**Cottage Homes**

Cottage Homes consist of smaller single family homes on lots that range in size from ~~40' to 70' in width and 90' to 120' in depth~~ **4,200 square feet to 10,500 square feet**. The majority of Cottage Homes are accessed from local drives at the rear of the homes with ~~an emphasis on orienting front doors and porches to the residential street or open space.~~ **Prominent street oriented entry's and front porches along with semi-recessed or detached garages are used to provide an emphasis on placing people near the street.**



**Homesteads**

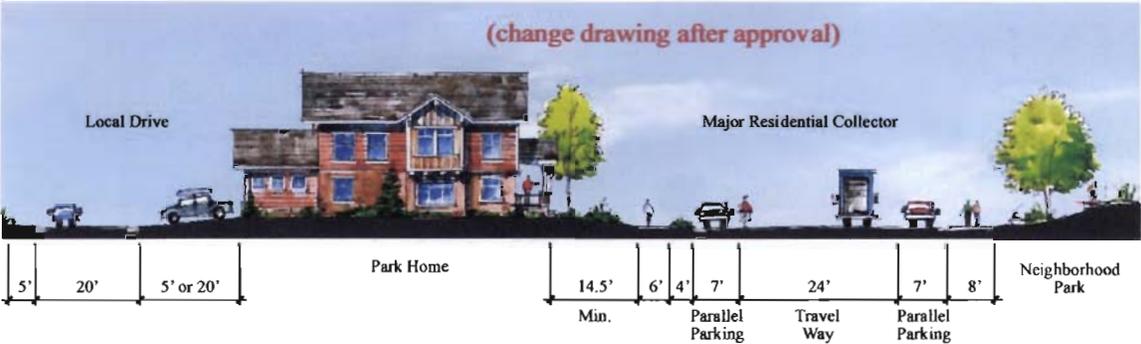
Homesteads consist of larger single family homes generally on lots ranging in size from ~~6,500~~ **8,000** square feet to 25,000 square feet. Homesteads are located across the upper slopes of the development and these lots will form the visual transition to the surrounding open space and will require the most sensitive placement to respect and respond to the existing terrain.



# Street Patterns

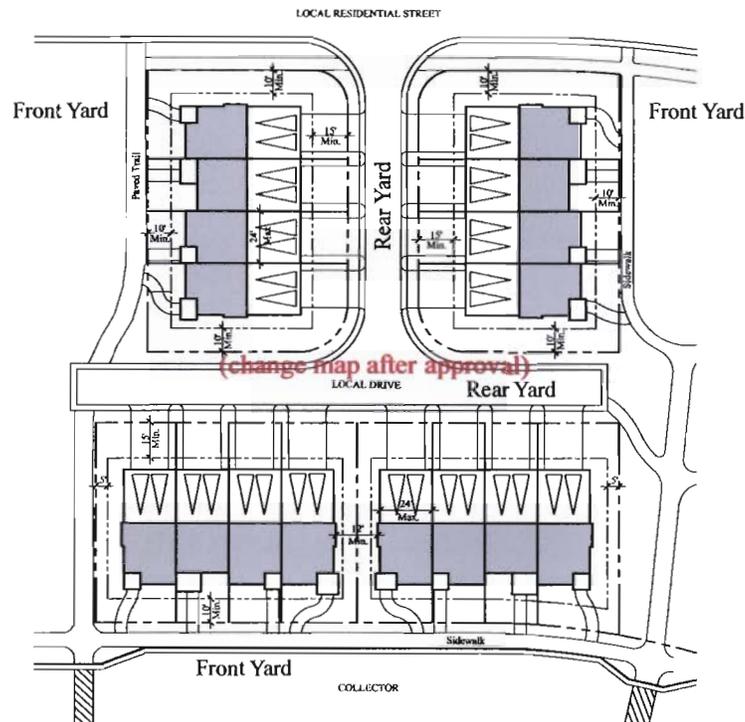


All Park Homes front **or are adjacent to** a park or open space and have **garages or structured parking** behind the homes. The front facades of these homes are oriented to walkways and trails providing great access to the neighborhood amenities surrounding them. Front porches are critical elements of these **typically larger buildings—homes**, helping to reduce the impacts of the mass on the streetscape and surrounding views into the project. Park Homes also utilize on-street parking to provide varied and shared parking alternatives minimizing the impact of the automobile within this neighborhood.



## Park Homes

## Building Placement



Park Homes **consist of small lot single family homes and vary from 2-unit to 15-unit 4-unit Multi-Family buildings.**

**Front Yard Setback:** Minimum 10' 5' to Main Structure or Front Porches.

**Side Setback:** Minimum side separation to any adjacent Structure shall be 12' 10'.

**Side Street Setback (Corner Lot):** 10' to all structures.

**Side Open Space Setback (Lot adjacent to Open Space):** 5' to all structures.

**Rear Yard Setback:** Minimum setback to Main structure shall be 15' 6'.

**Front Facade:** At least 40% of the Primary Facade must be placed within 10' of the required minimum Front Yard Setback.

**Local Drive Accessed Garages:** Shall be a maximum of 24' wide. Garage doors must be placed at either 5' 7' from the edge of the Local Drive Right-of-way or a minimum of 20' 18' from the edge of the Local Drive Right-of-way.

~~**Local Residential Street Accessed Garages:** Shall be a maximum of 24' wide.~~

~~**Garage Doors:** Must be oriented to the Local Drive. Two (2) car garage doors may be a maximum 18' wide. Single doors may be a maximum of 10' wide.~~

~~**Parking:** Owner and guest parking located to the rear of homes is to be screened from off-site views, to the extent possible, through the use of proper placement, architectural screens and/or landscape planting. No enclosed structures for the storage of boats and/or motor homes are permitted.~~

## Park Homes

## Massing & Composition

### Scale of Buildings

It is important that the massing of the buildings be scaled in such a way that it relates to the people living there and harmonizes with the area and its natural features. This is especially true in the Park Home area where some of the buildings may be larger than in other areas of the development. Park Homes range in size from ~~two (2) small lot single family units~~ to ~~fifteen (15) four (4) unit multi family buildings~~.

To avoid building forms that are boxy in massing the following criteria should be met.

~~a. Buildings with between two and four units must comply with the following requirement:~~

- ~~• No unbroken expanse of building mass may exceed 25'. If the 25' is reached the wall line must step a minimum of 3'.~~

~~b. Buildings housing more than four (4) units must meet the following requirements:~~

- ~~• No unbroken expanse of building mass may exceed 35'. If the 35' is reached the wall line must step a minimum of 3' and one of the following must occur:
 
  - ~~• The building mass should bend~~
  - ~~• The roof line should shift up or down at least 3' or take on a different ridge alignment.~~
  - ~~• Roof areas must provide variation in roof shape. No single roof shape may cover more than 2/3 the total roof area.~~~~



*Horizontal & vertical variation must occur*

### Repetition

Buildings of similar plans must offer up differentiation in elevation. Repetition of like elevations will not be permitted. The Design Review Board shall approve exterior elevations of multi family buildings and require variation between building facades to ensure diversity within the development. These requirements are applied so that the building mass does not become overpowering. Changing the planes of walls, changing direction, and providing some variety in the roof form yields diversity and visual interest.



*Repetition of like elevations is prohibited*

### Unit Size

Units in the Park Homes area will have a minimum square footage of 800 sq ft. The first floor area shall not be less than ~~800~~ **470** sq. ft. for two story units. The maximum square footage for any unit is ~~2,500~~ **2,700** sq. ft.

Note: All areas noted are gross living areas and exclude porches, decks, garages and uninhabitable basements as defined by Park City Municipal Code.

### Building Height

The intent of the height guideline is to present an appropriately scaled roofscape that is compatible with its use and placement.

Allowable building heights are limited by Park City Municipal Code. Generally building heights cannot exceed 28' as measured from existing natural grade at any point, excluding chimneys.

## Park Homes

# Porches

## Porches

A core ideal of the development is the use of covered front porches to promote a human scale, sense of entry and emphasize relationship to the street. Massing of porch elements also can help to further ground the building by forming a base from which the building mass can grow. To this end, porches should be made to convey a sense of human scale and are limited to one-story in height.

*Integration of the front porch is required in the Park Homes area.*

- Porches are usually located at the front setback line, **but may also be located at the side setback line.**
- Porches often will have deep eaves repeating the same rafter treatment as the main roof.
- Porch roof forms shall be consistent with the architectural style of the home.
- Porches must be a minimum of **18" 8"** above finished grade unless ADA access is required to the home. The front porch steps must be designed as an integral element to the design and style of the home and not just "stuck on" the front of the home.
- Porches can be used to wrap the corner of a house or fill the void created by an "L" shaped plan. Wrapped porches are strongly recommended for Corner Lots.
- Creativity consistent with the architectural style of the house shall be used in designing columns, posts, brackets, railing, trim and molding.
- Columns, where provided, must terminate at the porch deck or extend to within 4" of finished grade.
- Minimum porch depth is **6'-5"** with a minimum of **48 40** square feet.

- All porches shall be properly detailed with authentic porch edge conditions, including a cantilevered "lip" or edge. If the porch surface is left as natural or colored concrete the face of the cantilevered lip must also remain as natural or colored concrete. If the porch surface is finished with another material, then that material should wrap the face of the porch lip.

Appropriate Porch flooring surfaces include:

- Wood or Composite Decking
- Natural or Approved Colored Concrete
- Tile or Concrete Pavers



*Porches located at front setback*



*Properly detailed porch elements*



*Porch reduces impact of building mass to street*



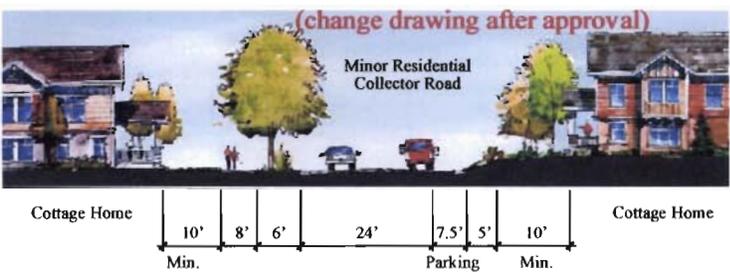
*Porches 18" 8" above grade*

## Park Homes

# Street Patterns



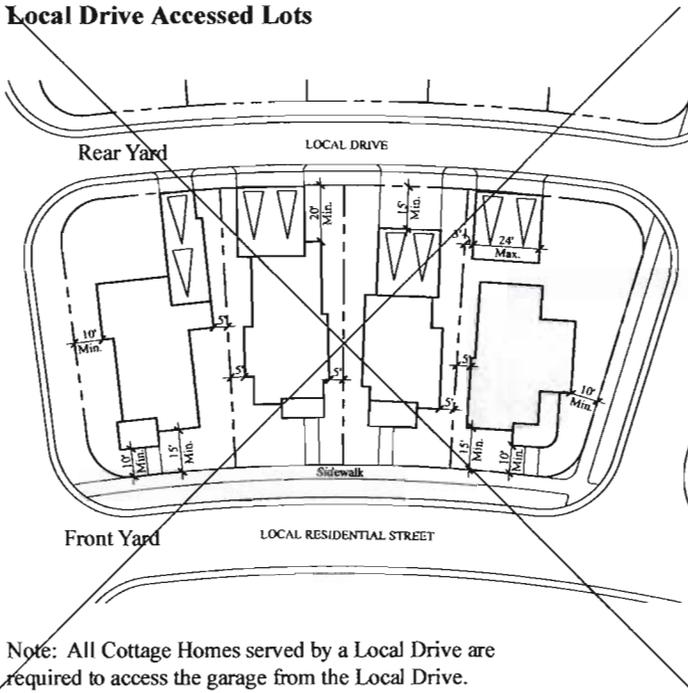
Typical Cottage Homes are single story, story and a half and two story homes placed on small traditional lots located in the heart of the neighborhood. The Cottage Homes are primarily accessed from Local Streets placing an emphasis on the homes front facade with prominent street oriented entry's and front porches and de-emphasizing garages by incorporating semi-recessed or detached garages. The Cottage Homes are placed close to the Street and Sidewalks creating an intimate setting that should include appropriate front yard landscaping and garden fencing common to traditional neighborhoods while still providing on street parking and sufficient snow storage areas.



# Cottage Homes

# Building Placement

## Local Drive Accessed Lots



Note: All Cottage Homes served by a Local Drive are required to access the garage from the Local Drive.

Cottage Homes Lots are typically 35 feet to 60 feet wide by 85 feet to 130 feet deep consist of smaller single family homes on lots that range in size from 4,200 square feet to 10,500 square feet.

**Front Yard Setback:** 15' to Main House. Front Porches or Single Story Bays may extend to within 10' of the Sidewalk or Street ROW.

**Side Yard Setback:** Minimum setback for all homes is 5'.

**Side Street Setback (Corner Lot):** 10' for all structures.

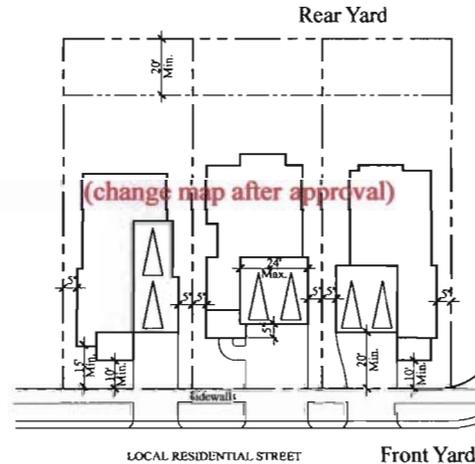
**Rear Yard Setback:** 20' to Main House.

**Front Facade:** At least 40% of the Primary Facade must be within 5' of the required minimum Front Yard Setback.

**Local Drive Accessed Detached Garages:** Shall be a maximum of 24' wide. Garages must be placed at either 5' from the edge of the Local Drive or a minimum of 20' from the edge of the Local Drive but must be placed within the Lot.

## Cottage Homes

## Local Minor & Major Residential Street Accessed Lots



**Single Story Detached Garages with Local Drive access**— May be placed at 3' from the side property line. **Two Story or attached Local Drive accessed Garages must be placed** at 5 feet from the side property line. **Shall be a maximum of 17' in height.**

**Local Residential Street Accessed Attached Garages:** **Garage width must not exceed 55% of the width of the front facade of the house.** Shall be a maximum of 24' wide. Garages at front or side yard shall be setback 20' or 5' behind front or side Facade (Whichever is greater). Garages must be placed a minimum of 5' from the Side Property Line.

**Garage Doors:** ~~May be oriented perpendicular to the Local Drive. On Corner Lots with Local Drive access provided, garage doors shall not face Local Streets.~~ Two (2) car wide garage doors may be a maximum 18' wide. Single doors may be a maximum of 10' wide.

**Parking:** ~~Owner and guest parking located to the rear of homesites are to be screened from off-site views, to the extent possible, through proper placement, the use of architectural screens and/or landscape planting.~~ No enclosed structures for the storage of boats and/or motor homes are permitted.

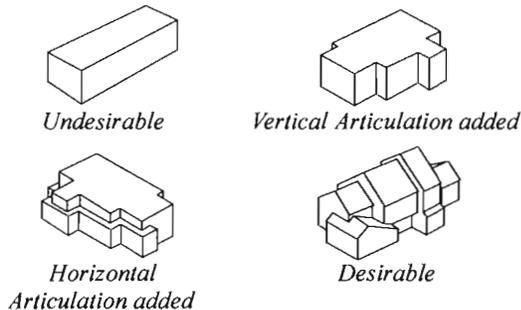
# Massing & Composition

## Built Forms Follow Contours

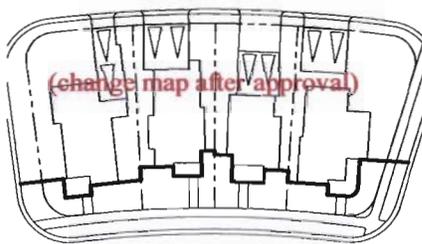
Building placement should respect existing land forms. Structures should follow contours and fit into existing land massing, rather than ignore or dominate these forms.

## Scale of Buildings

It is important that the massing of the buildings be scaled in such a way that it relates to the people living there and harmonizes with the area and its natural features. No unbroken expanse of building mass may exceed 35' in length on all side elevations and 25' on all front and rear elevations. If the maximum length is reached the wall line must step a minimum of 4'.



This requirement is applied to ensure that building mass does not become overpowering. Changing the planes of walls, changing direction, and providing some variety in the roof form yields diversity and visual interest. Additive building volumes give the home an appearance that it was built over time.



Variation in individual structures contribute to a varied streetscape.

## Repetition

Repetitive massing is prohibited. There should be substantial variation in individual building forms. Homes with similar heights may only occur consecutively along a street three times before a change in massing is required. For example, three adjacent two-story homes must be followed by a one and a half story or one-story home. Also, no more than 2 similar floor plans may occur consecutively along a street. The Design Review Board shall review these requirements on a case-by-case basis per specific site conditions.



Avoid Consecutive Massing

## Residence Size

Residences in the Cottage Homes area will have a minimum square footage of 900 sq ft for single story structures. The first floor area (defined as that floor that is accessed by the front door) shall not be less than ~~800~~ 600 sq. ft. for two-story structures. The maximum square footage for any residence is 3,500 sq. ft.

Note: All areas noted are gross living areas and exclude porches, decks, garages and uninhabitable basements as defined by Park City Municipal Code.

## Building Height

The intent of the height guideline is to present a human-scale roofscape, one that steps with the contours of the terrain and recalls the natural setting.

Allowable building heights are limited by Park City Municipal Code. Generally building heights can not exceed 28' as measured from existing natural grade at any point, excluding chimneys.

## Side Elevations

All Cottage units with side elevations exposed or clearly visible from a public road shall pay special attention to the massing and composition to ensure appropriate scale and form to fit visually into the landscape and windows should occur in these visible end walls. Additional landscape measures may be required to achieve this requirement.

# Cottage Homes

## Porches

### Porches

A core ideal of the development is the use of covered front porches to promote a human scale, sense of entry and emphasize relationship to the street.

Massing of porch elements also can help to further ground the building by forming a base from which the building mass can grow. To this end porches should be made to convey a sense of human scale and are limited to one story in height. *Integration of the front porch is required in the Cottage Homes area.*

- Porches are usually located at the front setback line.
- Porches will often have deep eaves repeating the same rafter treatment as the main roof.
- Porch roof forms shall be consistent with the architectural style of the home.
- Porches must be a minimum of 18" 8" above finished grade unless ADA access is required to the home. The front porch steps must be designed as an integral element to the design and style of the home and not just "stuck on" the front of the home.
- Porches can be used to wrap the corner of a house or fill the void created by an "L" shaped plan. Wrapped porches are strongly recommended for Corner Lots.
- Creativity consistent with the architectural style of the house shall be used in designing columns, posts, brackets, railing, trim and molding.
- Columns, where provided, must terminate at the porch deck or extend to within 4" of finished grade.
- Minimum porch depth is 6' with a minimum of 60 square feet.

- All porches shall be properly detailed with authentic porch edge conditions, including a cantilevered "lip" or edge. If the porch surface is left as natural or colored concrete the face of the cantilevered lip must also remain as natural or colored concrete. If the porch surface is finished with another material, then that material should wrap the face of the porch lip.

Appropriate Porch flooring surfaces include:

- Wood or Composite Decking
- Natural or Approved Colored Concrete
- Tile or Concrete Pavers



*Appropriate porch detailing*



*Authentic flooring materials*



*Porch roof forms are consistent with home*



*Porches are elevated 18" 8" above finished grade*

## Cottage Homes

## Garages & Garage Doors

### Garages

Garages are required in the Cottage Homes area of the development. They can be attached or detached and must accommodate at least one car. Garages must not dominate the residence when viewed from the street, especially in areas visible from right-of-ways, common areas and adjacent home sites. All garages accessed from the street must either be side entry designs or if parallel to the street, setback a minimum of 5' from the front entry elevation of the main structure. ~~Alley loaded garages may face the alleyway and must meet all site design standards.~~

The use of overhangs and significant architectural details are encouraged to visually lessen the impact of the garage entrance.

### Garage Doors

Garage doors must be provided with detailing that is tied to the homes overall design themes. Garage doors must appear as traditional swinging, folding or sliding doors. Segmented doors are only permitted if they are constructed to appear to be one of these traditional door types and are subject to Design Review Board approval.

- Doors should be vertical paneled or planked and may incorporate glass.
- Doors may not include Diagonal, X-Bracing or Z-Braced Planks or Panels.
- Doors should be painted or stained colors similar to the body of the home to lessen their visual impact.
- Single car garage doors are preferred. The use of single doors allows for more variety in the garage elevation.
- Three car garages are permitted in the Cottage Homes area but must incorporate a tandem garage **or a front and side entry garage combination** to do so. ~~Garages may only have a maximum of 2 garage doors.~~
- No garage door over 9' high will be approved.



*Single garage doors are preferred*



*Front loaded garage is secondary to the home*



*Not this - door dominates visually*



*Paneled door incorporates glass*

### Driveways

Shared Driveways are allowed and encouraged but their width at the curb must be minimized. Driveways are encouraged to be concrete, colored concrete, stamped colored concrete, unit pavers turf block or other permeable pavers or other pattern and texture methods approved by the Design Review Board. Asphalt drives will be permitted but must be maintained properly.

## Cottage Homes

# Street Patterns

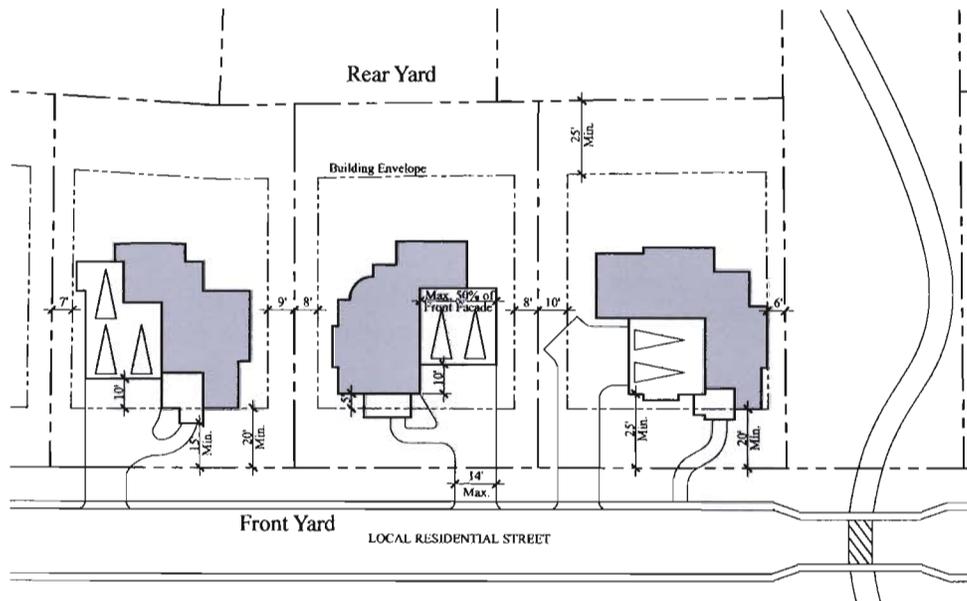


Homesteads are typically one and one-half to two story homes on the largest lots within the neighborhood providing for a varied streetscape. All Homestead lots are accessed from the Street creating a need to vary driveway alignments and garage orientations. Homestead streetscapes must provide for a variety of landscapes while also providing adequate snow storage opportunities. Emphasis should remain on the front facades and the front doors and porches for all Homesteads maintaining a consistency within the project across all product types.



## Homesteads

## Building Placement



**Homesteads Lots** consist of larger single family homes on lots that range in size from 60' to 195' wide by 110' to 200' deep-8,000 square feet to 25,000 square feet.

**Front Yard Setback:** 20' to Main House. Front Porches or Single Story Bays may extend to within 15' of the Sidewalk or Street ROW.

**Side Yard Setback:** Total side setbacks shall equal 16' with a minimum setback for all homes is 6'.

**Side Street Setback (Corner Lot):** 15' for all structures.

**Rear Yard Setback:** 25' to Main House.

**Front Facade:** Where possible it is encouraged to place the Primary Facade within 5' of the required minimum Front Yard Setback.

**Street Accessed Garages:** Garage width must not exceed 50% of the width of the front facade of the house. Front-loaded garages at front yard shall be setback 25' from the property line or 10' behind the Home Facade at the front setback, whichever is greater. Side loaded garages may be placed at the 25' setback.

**Garage Doors:** Two-Car Garage doors may be 18' wide. Individual Garage Doors are encouraged and may be a maximum of 10' wide.

## Homesteads

## Porches

### Porches

A core ideal of the development is the use of covered front porches to promote a human scale, sense of entry and emphasize relationship to the street. Massing of porch elements can also help to further ground the building by forming a base from which the building mass can grow. To this end porches should be made to convey a sense of human scale and are limited to one story in height. The use of porch elements in the Homestead area is highly encouraged.

- Porches shall usually be located at the front setback line.
- Porches will often have deep eaves repeating the same rafter treatment as the main roof.
- Porch roof forms shall be consistent with the architectural style of the home.
- Porches must be a minimum of **18" 8"** above finished grade unless ADA access is required to the home. The front porch steps must be designed as an integral element to the design and style of the home and not just "stuck on" the front of the home.
- Porches can be used to wrap the corner of a house or fill the void created by an "L" shaped plan. Wrapped porches are strongly recommended for Corner Lots.
- Creativity consistent with the architectural style of the house shall be used in designing columns, posts, brackets, railing, trim and molding.
- Columns, where provided, must terminate at the porch deck or extend to within 4" of finished grade.
- Minimum porch depth is 8' with a minimum of 80 square feet.

- All porches shall be properly detailed with authentic porch edge conditions, including a cantilevered "lip" or edge. If the porch surface is left as natural or colored concrete the face of the cantilevered lip must also remain as natural or colored concrete. If the porch surface is finished with another material, then that material should wrap the face of the porch lip.

Appropriate Porch flooring surfaces include:

- Wood or Composite Decking
- Natural or Approved Colored Concrete
- Tile or Concrete Pavers
- Natural Stone



*Columns and posts are an integral part of architectural style*



*Front steps are integral part of home*



*Porch roof breaks up two story element*



*Porch raised a minimum of 18" 8" above finished grade*

## Homesteads

## Building Sustainability

### Home Size

All homes within Park City Heights should strive to be “modest” in scale and reflect historical development patterns of Old Town. LEED for Homes requirements provide incentives for smaller, more efficiently designed homes and may be the single most important component of attaining a home’s LEED rating. The size of a home is directly related to the short and long term material and energy consumption and should be carefully analyzed early in this process.

### Building Materials

Encourage the use of sustainable construction materials and products, including recycled content, salvaged, and FSC-certified materials. Promote sustainability through building practices that reduce energy consumption, as well as through the continued review of viable alternative energy sources.

### Alternative (Renewable) Energy Sources

Alternative energy should be used where physically viable and economically feasible. As financing options for alternative energy systems continue to evolve it may be necessary to amend the Park City Heights Design Guides to accommodate alternative methods for employing these systems into the Park City Heights development, e.g. creation of a solar garden. While energy conservation is an integral component of sustainability, alternative energy sources may provide a more effective solution to reducing the impact and consumption of fossil fuel energy.

### Solar

The use of solar equipment (e.g. panels, shingles & cells) is strongly encouraged and can be used as a Solar Electric or Solar Water Heat System. Solar Electric Systems, also known as photovoltaic (PV) systems, use solar panels to convert sunlight into electricity. Federal and State incentive programs are often available, depending on the system type and size. Systems can be roof-mounted, wall-mounted or site-mounted subject to compliance with required health and safety standards and provided that the Solar Electric System is not installed in a manner that will interfere with the solar access of an adjacent property owner. “Building integrated” photovoltaic (PV) systems are also increasingly available. PV and solar thermal systems require direct solar access for extended periods thus, careful planning is required to ensure installations are properly oriented and are not compromised by shading from adjacent buildings or vegetation.

### Geothermal

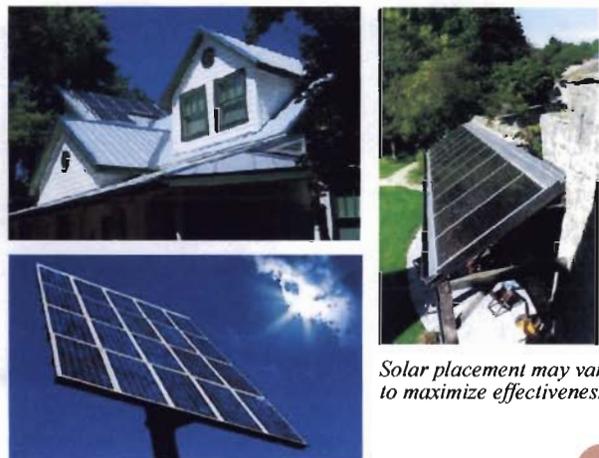
Ground Source Heat Pumps or Geoexchange systems may be allowed where feasible but in no way may it interfere with adjacent properties. Solar Heating and a Ground Source Heat Pump may be combined to form a geosolar system for even greater efficiency. Any above grade equipment must be incorporated into the landscaping and be of similar color.

### Wind

Wind energy systems may be allowed but must conform to the Park City Municipal Corporation Land Management Code.

### Construction Waste Mitigation & Recycling

Builders are required to reduce, reuse and recycle construction waste to include wood, drywall, metals, concrete, dirt and cardboard. A project construction recycling center will be established on ~~Parcels I or J~~ **site**. Separate recycling bins will be provided for different materials and it will be the responsibility of each contractor to ensure that jobsite material is recycled to the greatest extent possible. Builders are to incorporate strategies such as “efficient framing” techniques and “optimum value engineering” that reduces the amount of wood used in the framing process without compromising structural integrity. Framing with engineered lumber rather than dimensional lumber is encouraged. Engineered lumber makes good use of small trees and wood chips, where dimensional lumber comes from big trees and represent more raw material than alternatives such as roof trusses, I-joists (floor trusses), laminated veneer lumber (LVL), and structural insulated panels (SIPs).



*Solar placement may vary to maximize effectiveness*