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Agreement PAGE 1/135

MARY ANN TRUSSELL, SUMMIT COUNTY RECORDER
FEE 278.00 BY IVORY DEVELOPMENT LLC



**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 15th day of October, 2014, by and between Ivory Development, L.L.C., a Utah limited liability company (“Developer”) as the owner and developer of certain real property located in Park City, Summit County, Utah, on which Developer 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.

PCA-92

RECITALS

- A. Developer is the owner of approximately 239 acres of real property located in Park City, Summit County, Utah, which is more particularly described in Exhibit A, (Legal Description) which is attached hereto and incorporated herein by this reference (the “Property”).
- B. Developer has 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 .
- C. On May 27, 2010, the City Council of Park City enacted Ordinance No. 10-24 annexing approximately 286.64 acres of the Property into Park City’s municipal boundaries and authorized the Mayor to execute an Annexation Agreement between Park City and Developer (Exhibit D) (Ordinance 10-24 and July 2, 2010 Annexation Agreement).
- D. Park City requires development agreements under the requirements of the Park City Land Management Code (“LMC”) for all Master Planned Developments.
- E. Developer is willing to design and develop the Project in a manner that is in harmony with and intended to promote the long-range policies, goals and objectives of the Park City General Plan, and address other issues as more fully set forth below.
- F. Park City reviewed the Project in light of the LMC and determined that, subject to the terms and conditions of this amended Development Agreement; Developer has complied with the provisions thereof, and has found that the Project is consistent with the purpose and intent of the relevant provisions of the LMC and terms of the Annexation Agreement.

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

NOW, THEREFORE, in consideration of the mutual covenants, conditions and considerations as more fully set forth below, Developer 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 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 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 November 6, 2013, will be recorded prior to issuance of any building permits.

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

1.4. Developer and any 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 November 6, 2013 amended master planned development approval.

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

2. Vested Rights and Reserved Legislative Powers.

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

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

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

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

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

4. Successors and Assigns.

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

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

5. General Terms and Conditions.

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

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

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

5.3 Assignment. Neither this amended Agreement nor any of the provisions, terms or conditions hereof can be assigned to any other party, individual or entity without assigning the rights as well as the responsibilities under this Agreement and without prior written consent of the City directed to the City Recorder, which consent shall not unreasonably be withheld. Any such request for assignment may be made by letter addressed to the City and the prior written consent of the City may also be evidenced by letter from the City to the Developer 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 Developer prior to construction of buildings or improvements on the parcels, with Developer retaining all rights and responsibilities under this Agreement.

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

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

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

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

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

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

6. Phasing.

6.1 Project Phasing. The Project may be platted and constructed in phases in accordance with the phasing plan approved together with this amended Agreement (Exhibit E), and in accordance with the LMC. The final plat including utility plans for the last phase of the Project shall be recorded no later than ten years from the date of this amended Agreement. The Developer 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. 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 shall be provided in accordance with the schedule outlined in the Conditions of Approval for the amended Master Planned Development Action Letter (Exhibit C).

6.2 Construction of Access. Developer may commence grading access to the Project as approved by the City Engineer according to the generally accepted engineering practices and standards, and pursuant to permit requirements of the LMC, The International Building and Fire Codes, and the Army Corps of Engineers. Developer 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, the developer is not required to dedicate water rights to City in support of this Agreement or the Project. However, Developer acknowledges that water development fees will be collected by Park City in the same manner and in the same amount as with other development within municipal boundaries and that impact fees so collected will not be refunded to Developer or to individual building permit applicants developing within the Project.

8. Affordable Housing.

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

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

MPD-Required Affordable Units. The CT Zone requires a residential MPD to provide an affordable housing contribution equivalent to 20 percent of the market rate residential units. The Developers will provide 32 Affordable Unit Equivalents (AUEs) configured as 16 cottage units.

In the first phase the affordable units will be located on the following lots: 36, 39, 42, 54, and 75. Affordable units for subsequent phases will be identified with the Final Subdivision plats for those phases. 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: Lots 1-35.

The Developer 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 description of the marketing plan including how the Developer is addressing the City's local preference options; 3) anticipated sale prices by unit type, recognizing that the community will be developed over several years and in a variety of market conditions; 4) the method by which the units will remain affordable; and 5) the term and duration of affordability. A deed restriction shall be recorded against the plat prior to the issuance of building permits. The Developer shall comply with the Affordable Housing requirements prior to receiving any certificates of occupancy, as detailed in the amended Master Planned Development conditions of approval as attached hereto as Exhibit C.

9. Traffic Mitigation.

9.1 Signalized Intersection Improvements. Developer 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 to 9,400 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 condominiumization 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

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- 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- Design Guidelines

IN WITNESS WHEREOF, this amended Development Agreement has been executed by Ivory Development, L.L.C., a Utah limited liability company as Developer 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 15th day of OCTOBER 2014.

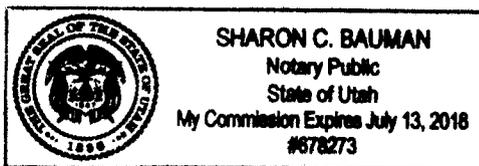
DEVELOPER:

Ivory Development, LLC
A Utah limited Liability Company

By: *Christopher P. Gamvroulas*
Christopher P. Gamvroulas, President

Notary Public:

STATE OF UTAH)
 : SS
COUNTY OF SUMMIT)



On this 15 day of Oct, 2014, personally appeared before me Sharon C. Bauman 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.

Sharon C. Bauman

PARK CITY MUNICIPAL CORPORATION

By: *Jack Thomas*
Jack Thomas, Mayor

ATTEST:

By: *Marci Heil*
Marcy Heil, City Recorder

APPROVED AS TO FORM:

Mark D. Harrington
Mark D. Harrington, City Attorney

EXHIBIT A

BOUNDARY DESCRIPTION

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

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

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

Contains 8,518,648 Square Feet or 195.561 Acres

PARCEL 2

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

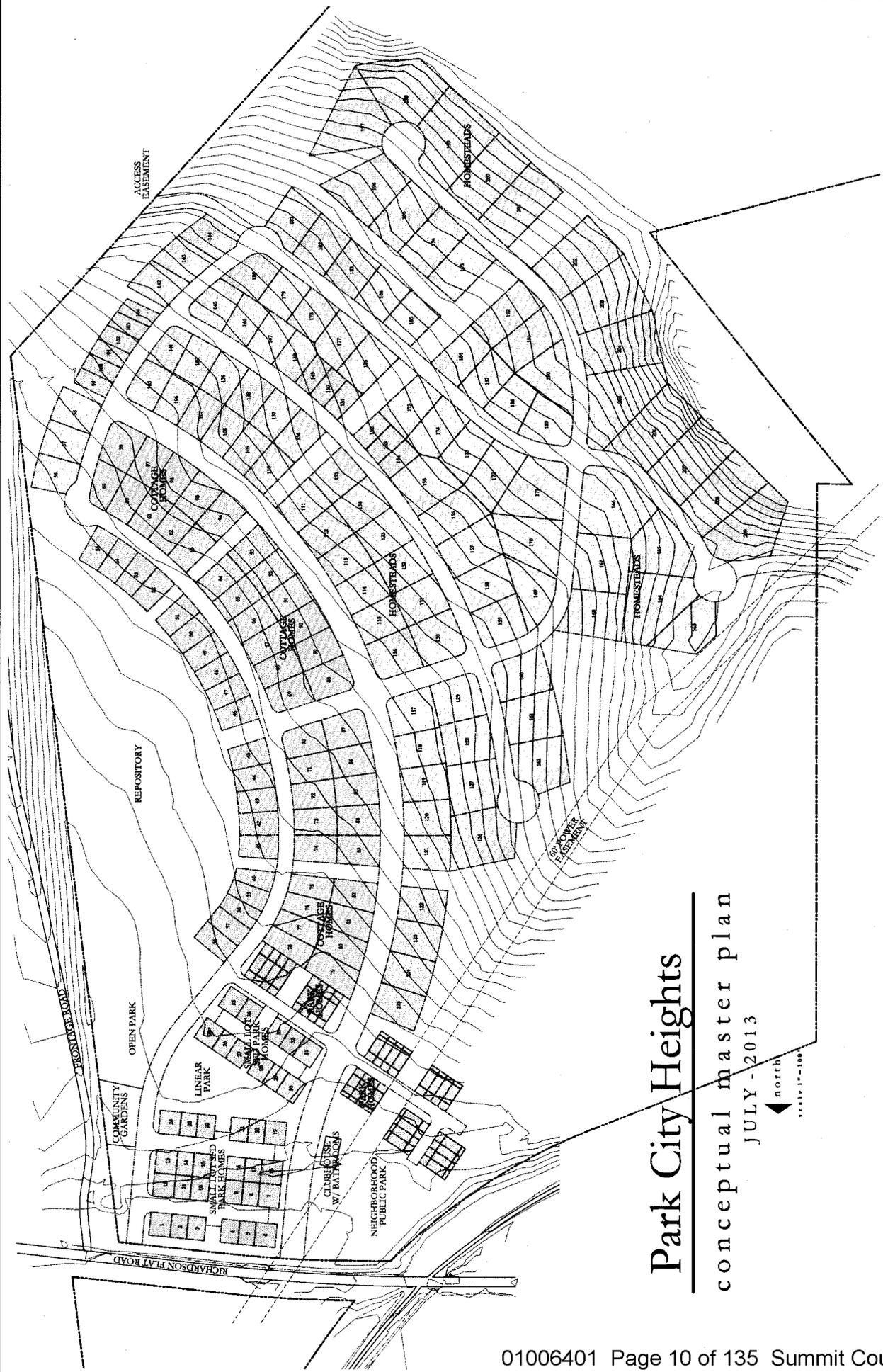
LESS THAT property taken by the United States of America by Declaration of Taking, recorded March 1, 1990, as Entry No. 327133, in Book 571, Page 595, official records of Summit County, Utah.

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

Beginning at the Southwest corner of said entire tract, which is approximately 804.672 meters (2640.00 feet) South 0°27'25" West along the Quarter Section line to the center Quarter corner of said Section 2 and approximately 440.029 meters (1443.66 feet) North 89°49'09" West along the Quarter Section line from the North Quarter corner of said Section 2, which point is on the Easterly right of way line of said existing highway State Route 248, and running thence North 22°01'00" East 66.512 meters (214.93 feet) along said Easterly right of way line and the Westerly boundary line of said entire tract to a point 19.405 meters (63.66 feet) perpendicularly distant Easterly from control line of said project, thence North 26°18'21" East 122.266 meters (401.14 feet) along said Easterly right of way line and said West boundary line to a point 27.659 meters (90.74 feet) perpendicularly distant Easterly from said control line, thence South 22°01'00" West 183.771 meters (602.92 feet) to the Southerly boundary line of said entire tract at a point 29.001 meters (95.15 feet) perpendicularly distant Easterly from said control line, thence North 89°49'09" West 9.851 meters (32.32 feet) along said South boundary line to the point of beginning as shown on the official map of said project on file in the office of the Utah Department of Transportation.

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

EXHIBIT B



Park City Heights
conceptual master plan
JULY - 2013
north
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-(l) 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 unnecessary 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.

63. Intentionally deleted.

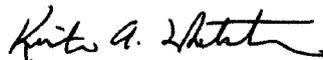
64. Prior to commencing any work to remediate metals impacted soils, a copy of the Utah Department of Environmental Quality approved remediation plan, prepared as part of the Utah Voluntary Clean-Up Program (VCP), shall be provided to the City.

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

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

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

Sincerely,



Kirsten A. Whetstone, MS, AICP
Senior Planner

File

EXHIBIT D

Ordinance 10-24

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Findings of Fact

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

Conclusions of Law

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

Conditions of Approval

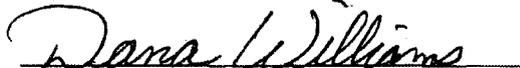
1. The Official Zoning Map shall be amended to include the Park City Heights Annexation property in the Community Transition (CT) Zoning District.
2. The Annexation Agreement shall be fully executed and recorded with the Annexation Plat.

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

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

PASSED AND ADOPTED this 27th day of May, 2010.

PARK CITY MUNICIPAL CORPORATION

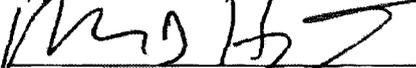

Mayor Dana Williams

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 27th day of July, 2010, I certify that the foregoing document is a true copy of the original public record of Park City Municipal Corporation. *Ord 10-24*

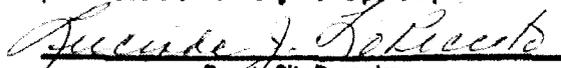
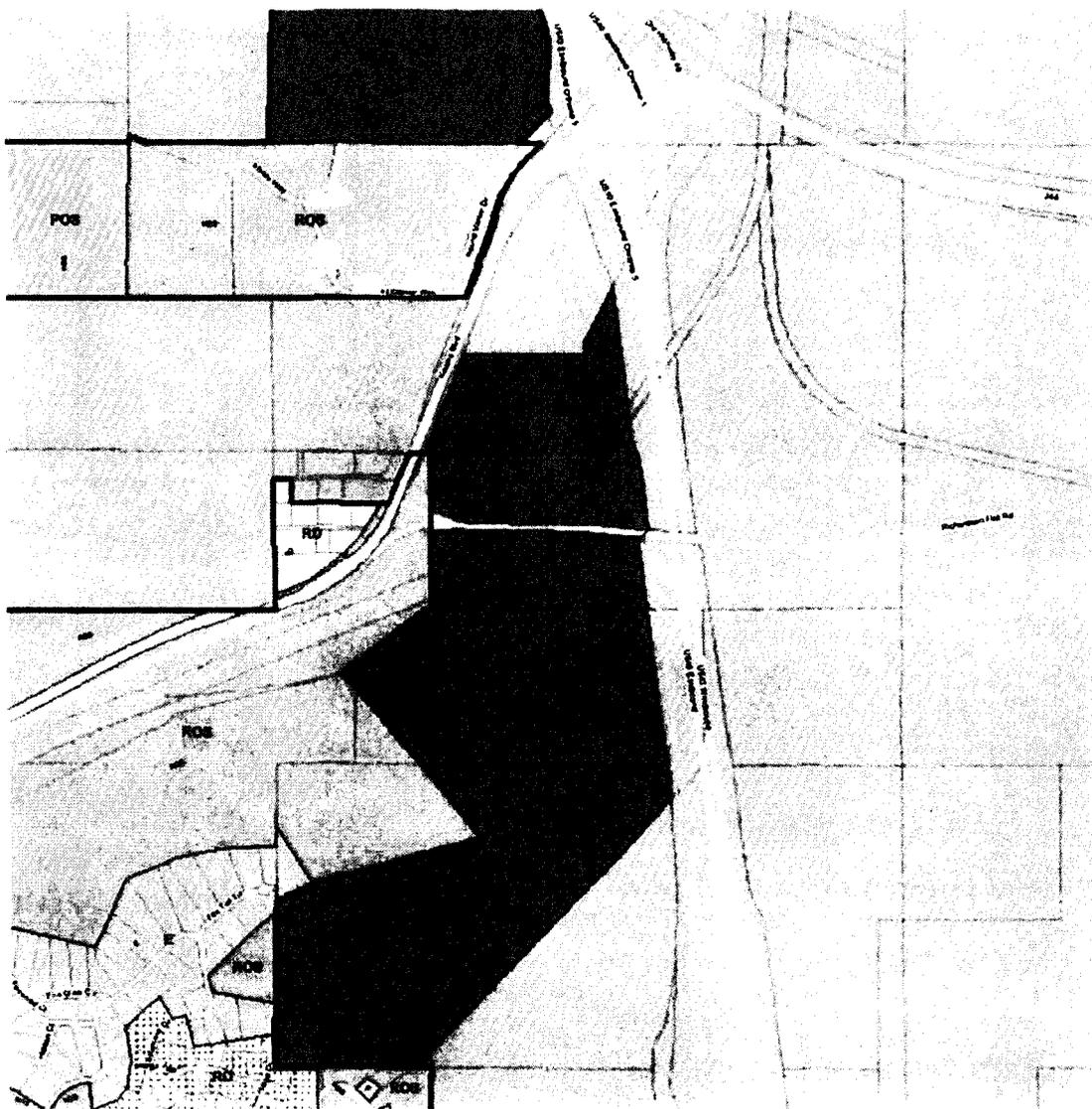

Deputy City Recorder

EXHIBIT B

LEGAL DESCRIPTION

Beginning at the West Quarter Corner of Section 11, Township 2 South, Range 4 East, Salt Lake Base and Meridian, and running thence along the west line of Section 11, North 00°19'41" East 1474.01 feet to the Hidden Meadow Subdivision Boundary, thence along said boundary the following five (5) courses: 1) North 63°17'52" East 344.36 feet; 2) North 75°52'07" East 1,501.92 feet; 3) North 38°46'13" West 606.70 feet; 4) North 39°40'23" West 608.58 feet; 5) North 41°00'00" West 654.95 feet; thence North 53°50'33" East 894.32 feet; thence South 89°22'45" East 47.22 feet; thence North 00°03'07" West 89.53 feet; thence North 00°03'09" West 1,234.47 feet; thence North 89°52'42" West 88.45 feet; thence North 21°56'10" East 214.48 feet; thence North 26°13'31" East 401.12 feet; thence North 21°56'10" East 273.53 feet; thence South 89°57'30" East 1,087.40 feet; thence North 00°26'18" East 109.93 feet; thence North 25°15'30" East 568.97 feet; thence South 07°07'13" East 1,241.62 feet; thence South 18°25'48" East 203.96 feet; thence South 07°07'13" East 751.89 feet; thence South 84°20'15" East 30.76 feet; thence South 07°07'13" East 2,093.95 feet; thence South 42°41'40" West 209.44 feet; thence continue along said line South 42°41'40" West 3,003.21 feet; thence South 00°29'50" East 116.56 feet; thence North 89°30'59" West 1,368.96 feet to the POINT OF BEGINNING.
Containing 286.64 acres, more or less.

Exhibit C



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

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 1,368.95 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

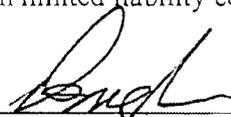
APPROVED AS TO FORM:

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

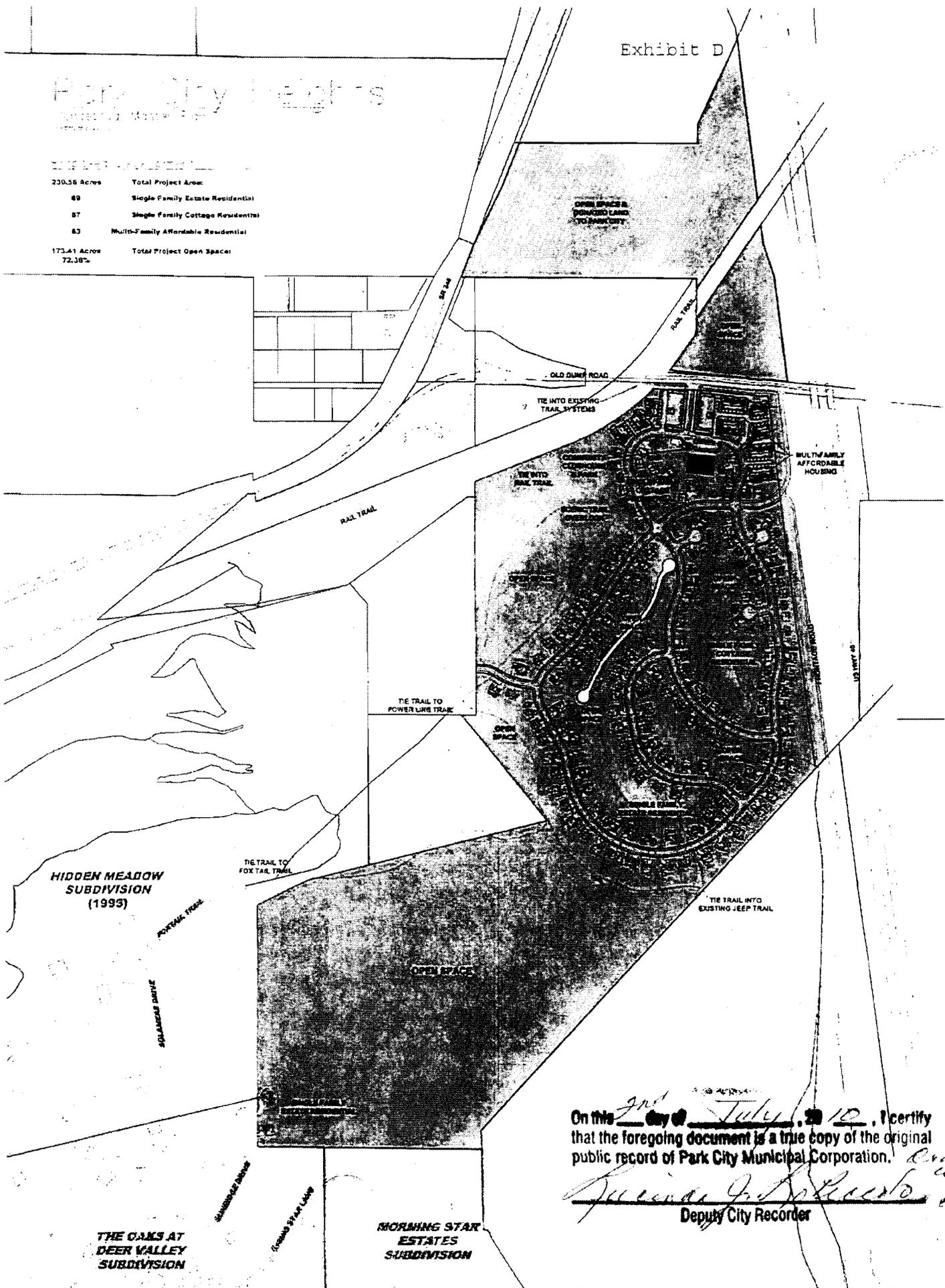
By: 
Name: Dana Williams
Its: Manager

Dated this 2 day of July, 2010

Exhibit A- Annexation plat

Park City Heights

| | |
|--------------|-------------------------------------|
| 230.56 Acres | Total Project Area: |
| 89 | Single Family Estate Residential |
| 87 | Single Family Cottage Residential |
| 83 | Multi-Family Affordable Residential |
| 173.41 Acres | Total Project Open Space: |
| 72.36% | |



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 G. Roberts
Deputy City Recorder

EXHIBIT F



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 black ink, appearing to read "Patrick Moffat".

Patrick Moffat

Park City Heights

Neighborhood Design Guide

(change map after approval)

~~July, 2011~~

August, 2013



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Area History

The Park City Heights neighborhood is situated in an area commonly referred to as Quinn's Junction. This area today is home to the United States Ski and Snowboard Association, the National Ability Center and a growing first rate medical community anchored by the Park City Medical Center. Quinn's Junction takes its name from Mr. Quinn who homesteaded the area in the 1920's. He was a cigar maker in Park City.

This area also has a connection to Park City's rich mining history. The intersection of what is today Hwy 248 and Hwy 40 was named Keetley Junction by the Union Pacific railroad after John (Jack) Keetley who was the Superintendent of the Ontario Mine from 1902 until his death in 1912. This was the point where the Ontario Branch of the Union Pacific Railroad left the Park City Branch to serve the station at the Ontario drainage tunnel at Keetley in Wasatch County. This was a major traffic point on the Park City Branch, loading 200 tons per day when in 1925 several mining companies merged to form the Park Utah Consolidated Mining Company. In 1995 this area was flooded as part of the Jordanelle Dam project.

The Union Pacific Park City Branch Railroad grade has been preserved as a 28-mile rail-trail and bikeway providing recreational and alternative transportation options. The "Rail Trail," as it is commonly known, follows the historic route of the Union Pacific railroad spur from the mining town of Park City to the main Union Pacific Railroad line still in use at Echo. A connector trail is provided in the Park City Heights neighborhood to access this historic trail. The Historic Union Pacific Rail Trail has been open since 1992, and is one of America's first 500 rail trails.



The Park City Heights neighborhood is south of Silver Creek and Richardson Flats, areas historically used for mining-related activities including storage of excess ore and excavated materials and currently undergoing remediation. The road currently known as Richardson Flats Road has gone by several names over the years, some more colorful than others including Highway (US) 40, Gun Club Road and Old Dump Road. In 1980 the Utah Department of Transportation built a relocation of US-40 to get it out of the valley that would be filled by the Jordanelle Reservoir. The locally popular name "Old Dump Road" refers to its use as the path to the official county landfill that used to be located by Richardson Flat near what is today the Park and Ride. Local lore attributes the name Gun Club Road to another hobby – shooting at road signs and other items dumped in the area. Today the road is owned by Summit County.

Design Philosophy

Park City has a rich Architectural Heritage that has created a collection of neighborhoods, remarkable for their diversity and unique character. Park City Heights is a new mountain neighborhood that blends a variety of home and lot types, architectural styles and landscapes that use key character elements found in these diverse Park City neighborhoods. Located within an important entry corridor to Park City, Park City Heights must establish itself as a distinct neighborhood while still fitting within the context of the existing and surrounding natural and architectural fabric. It is important to represent an “Old Town” and “Park City” character within the development, but replicating these styles is not desired. Park City Heights strives to become an “authentic” neighborhood designed around neighborhood parks, open spaces and trails, a variety of home types and lot sizes and diverse architectural elements. For homes in Park City Heights, the emphasis is on simple structural expressions using a vocabulary of architectural elements found within Park City including Victorian, Cottage, Arts and Crafts, Prairie Style, and Modern and Contemporary styles. Each Home within Park City Heights with the exception of the 2 lots accessed from Deer Valley will be required to meet and adhere to the following guide with the intent that each and every Home contributes to the community as a whole. The Deer Valley lots must adhere to the C.C. & R’s of the Oaks at Deer Valley.

Applicability

Design Guidelines have been created to ensure all improvements at Park City Heights preserve the natural beauty of the surrounding landscape and generate a unified community design. The Guidelines are intended to provide direction to owners and designers to ensure compatibility with the desired character at Park City Heights. They explain the architectural aesthetics and site considerations that are to guide the design and construction of all new buildings, building additions, site work, and landscaping within Park City Heights. These Guidelines are not intended to create a homogenous, look alike neighborhood of earth tones and mountain timbers, but rather are intended to create a harmonious and diverse community of unique and varied homes that will form the foundation for a vibrant and successful mountain neighborhood.

The Design Guidelines are organized into six sections:

- Overview
- Park Homes
- Cottage Homes
- Homesteads
- Landscape Patterns
- Sustainability

Each section is designed to provide key information that will help homeowners make architectural and site planning decisions for their homes within Park City Heights. Each Lot Type is provided with a set of specific Community and Architectural Patterns. The Community Patterns section provides building setback, street character, garage placement and orientation for each product type within the development. The Architectural Patterns section presents Guidelines for individual architectural elements and key details, materials and applications to help owners create compatible homes within a neighborhood setting.

The Landscape Patterns and Sustainability sections apply to each Lot Type throughout the development. The Landscape Patterns provide a list of appropriate landscape materials for all lot and home types and emphasizes the importance of appropriate plant materials for the various landscape forms and spaces for each home and lot. The Sustainability section focuses on specific sustainable measures that must be incorporated by every home within the project.

Each Lot owner or Builder must also refer to the Park City Heights Codes, Covenants and Restrictions for specific requirements and design review submittal requirements.

Lot Types

Park City Heights is comprised of a variety of architectural styles found within three (3) unique and diverse Lot types: Park Homes, Cottage Homes and Homesteads.



Park Homes consist of ~~various attached housing types with varying lot sizes to accommodate these home types~~ small lot single family homes and 4-unit multi family buildings. All Park Homes front or are adjacent to a park or open space and are accessed by rear lanes and rear garages providing a focus on the front doors and front porches.



Cottage Homes consist of smaller single family homes on lots that range in size from 40' to 70' in width and 90' to 120' in depth 4,200 square feet to 10,500 square feet. ~~The majority of Cottage Homes are accessed from local drives at the rear of the homes with an emphasis on orienting front doors and porches to the residential street or open space.~~ Prominent street oriented entry's and front porches along with semi-recessed or detached garages are used to provide an emphasis on placing people near the street.



Homesteads consist of larger single family homes generally on lots ranging in size from ~~6,500~~ 8,000 square feet to 25,000 square feet. Homesteads are located across the upper slopes of the development and these lots will form the visual transition to the surrounding open space and will require the most sensitive placement to respect and respond to the existing terrain.



Park Homes

C o m m u n i t y & A r c h i t e c t u r e
P a t t e r n s

Street Patterns

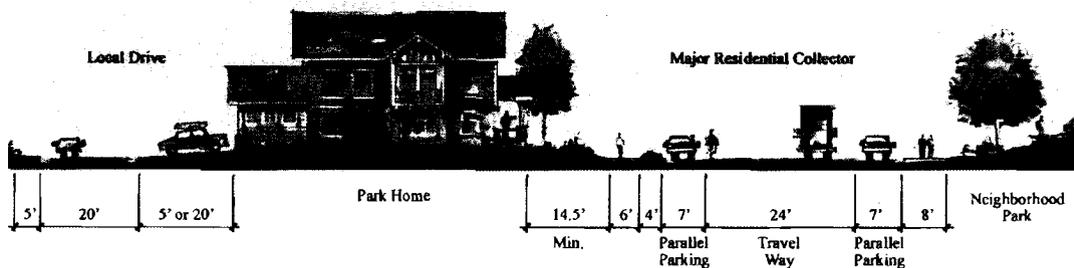


All Park Homes front or are adjacent to a park or open space and have garages or ~~structured parking~~ behind the homes. The front facades of these homes are oriented to walkways and trails providing great access to the neighborhood amenities surrounding them. Front porches are critical elements of 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.

(change map after approval)



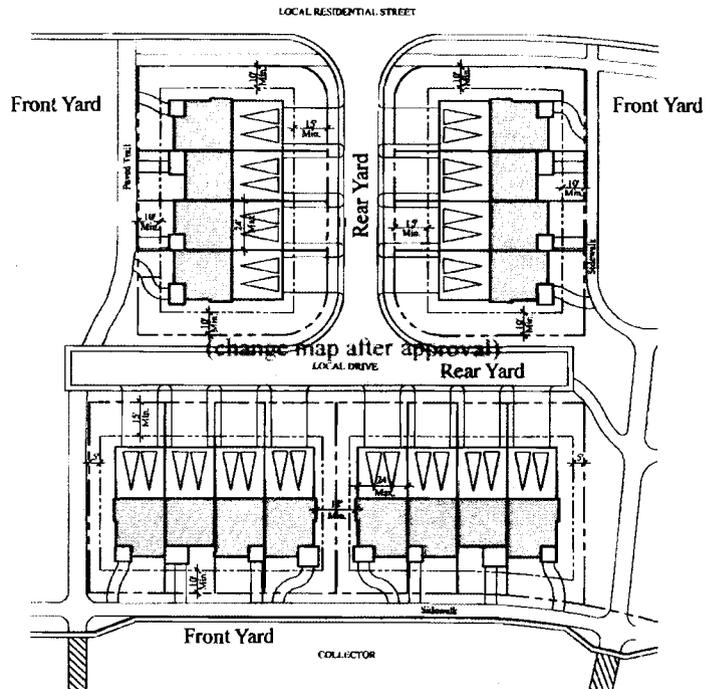
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Park Homes

COMMUNITY PATTERNS

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

Walls

Foundation Walls

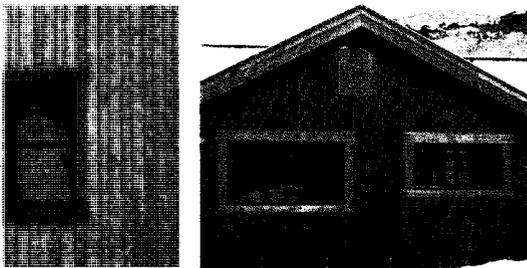
Foundation walls form the base or grounding element of the structure. These walls should be a continuation of the building wall. Foundation walls must step down with the grade change so that their exposed surface is covered. All exposed concrete must be clad or finished for appearance with an approved exterior wall material, see Building Walls for approved materials.

Building Walls

Building walls are those walls above the foundation walls that form the middle of the structure. The treatment of these walls provides an opportunity to visually unify this phase of the development. The use of different materials is encouraged to give distinction to the varied forms of the building. Materials on building walls will be limited to three different types for any single structure in the Park Homes area.

Approved materials are:

- Horizontal wood siding
- Board and batten vertical wood siding
- Machine sawn wood shingles
- Composite siding or approved similar
- Stucco (as approved by the Review Board)
- Steel (as approved by the Review Board)



Vertical siding



Horizontal & vertical siding material combinations

Wall Appurtenances

Detail elements applied to the exterior wall such as wall decoration, shutters, bay windows and flower boxes can add visual interest to the building façade. Care should be taken to not overstate or overly decorate. These elements should be functional and not simply replications of things seen elsewhere.

- Wall Decoration - Painted, relief or trimmed detail work is not recommended.
- Window and Door Shutter - Should be less prominent in the Park Homes. If used they should appear operable and matched to size openings. They may be made of wood or fiberglass that resembles wood. Design should be simple and straightforward, without undue decoration. Painted shutters are encouraged on single windows and fully glazed doors. Hardware shall be corrosion-resistant in a compatible color. Styles may be louvered, raised or flat paneled or planked and awning shutters are permitted.
- Bay Windows and Flower Boxes - These should be designed in a simple and direct manner.



Simple wall decoration



Shutters not prominent in Park Homes

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.

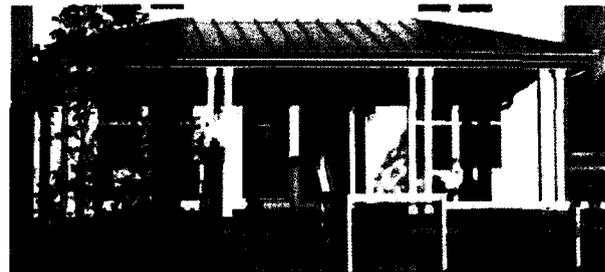
- All porches shall be properly detailed with authentic porch edge conditions, including a cantilevered "lip" or edge. If the porch surface is left as natural or colored concrete the face of the cantilevered lip must also remain as natural or colored concrete. If the porch surface is finished with another 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



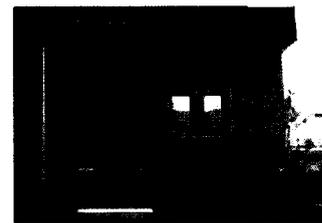
Porches located at front setback



Properly detailed porch elements



Porch reduces impact of building mass to street



Porches 18" 8" above grade

Park Homes

Windows & Doors

Windows

Windows should be predominantly rectangular in shape and vertical in orientation. Octagonal, circles and hexagons will not be approved. Window heads must be shaped to match roof lines or remain level. No scissor truss windows will be permitted with slopes not matching the roof line.

Windows may be constructed of the following materials:

- Wood
- Wood clad with color fast vinyl or aluminum
- Metal clad windows must be coated with an approved finish
- Vinyl

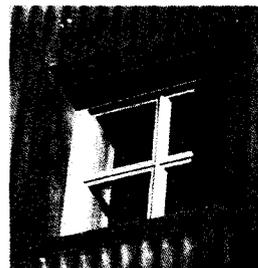
Note: The glass and frames used in windows and skylights cannot be highly reflective. The lenses of skylights must be clear, gray or bronze. All skylights must be low profile. No bubble type skylights will be permitted. Skylight locations should integrate well with the exterior design and not seem random. Light pollution from skylights will not be permitted. The type and location of skylights are subject to the Review Board.

Doors

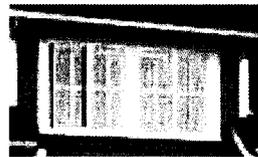
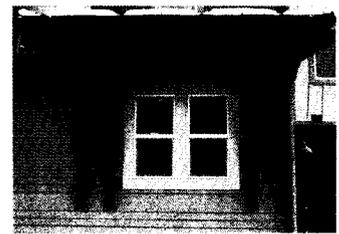
Door openings should be protected from weather. Porches, overhangs and other architectural features can shield openings and add interest. Doorways should be rectangular in shape. They should be made of a material and finished in a manner that is complimentary to the other exterior materials being used. The use of limited glass in entry doors is encouraged, ex. ½ lights with divided lights. Full glass doors are discouraged.

Trim

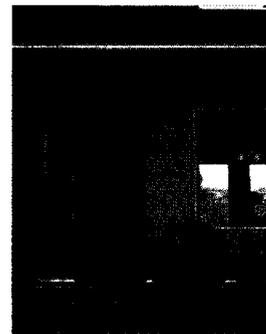
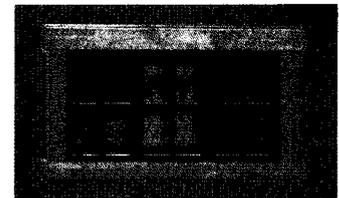
Within the Park Home product expressive trim is identified as a key architectural element. Trim shall be proportioned to the size of the opening. Trim shall project a minimum of one-half inch past the leading edge of the adjacent siding. Most trim shall be flat. Any shapes must have a simple profile. Siding must abut trim (trim shall not be installed on top of siding).



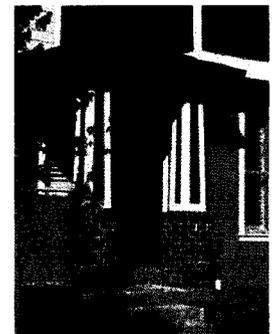
Predominantly rectangular



Vertical proportion



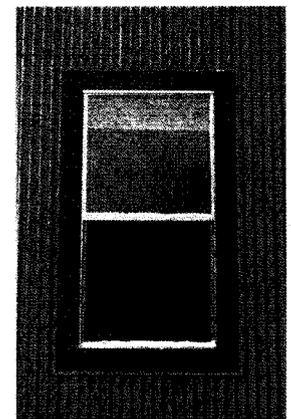
Doorway is complimentary to materials of the home



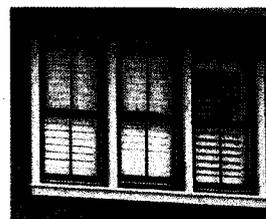
Door is protected from weather



Trim proportion to the size of the openings



Trim with simple profile



Expressive trim

Park Homes

Garages & Garage Doors

Garages

Garages or Parking Structures are required in the Park Homes area of the development. They can be attached or detached and must provide a minimum of one car per residential unit. Garages must not dominate the structure when viewed from the street, especially in areas visible from right-of-ways, common areas and adjacent home sites. All garages must be accessed from the Local Street. Parking Structures may be accessed from Residential Streets.

Garages may be side entry designs or accessed perpendicular from the Local Street. The use of overhangs and significant architectural details are encouraged to visually lessen the impact of the garage entrance(s).

Garage Doors

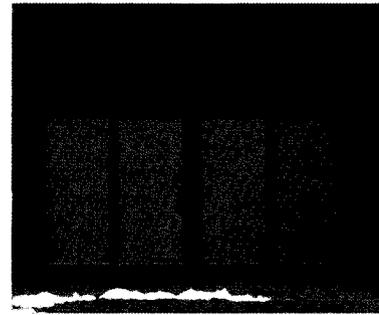
Garage doors must be provided with detailing that is tied to the homes overall design themes. Garage doors must appear as traditional swinging, folding or sliding doors. Segmented doors are only permitted if they are constructed to appear to be one of these traditional door types and are subject to Design Board approval.

- Doors should be paneled and may incorporate glass.
- Doors should be painted colors similar to the body of the home to lessen their visual impact.
- Single garage doors are preferred. The use of single doors allows for more variety in the garage elevation.
- Garages for an individual unit are limited to 2 garage doors in the Park Home area. A 2 car tandem garage is allowed.
- No garage door over 9' high will be approved.

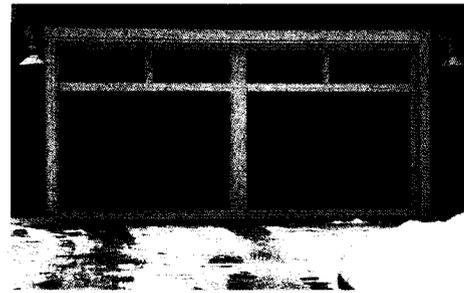
Driveways

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.



Paneled doors are encouraged to incorporate glass



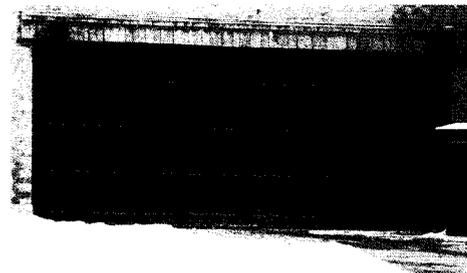
Door is painted to match body of the home



Single doors are preferred where feasible



Living area overhangs garage to lessen visual impact



Not this - Garage door is dominant element

Park Homes

Roof Patterns & Materials

Roofing Patterns

Roof elements play a major part in how the overall residence design relates to human scale and to the topography of the site. Roof forms can also help bring developments together visually through the use of reoccurring underlying principles.

- Allowable roof pitches for sloped roofs are between 4:12 and 8:12
- Allowable roof types are: gable, hip, partial hip and flat.
- Shed roofs may only be used as secondary roof forms.

Roof forms need to be broken down to address human scale so as not to become boxy. Generally roof structures and roof lines should step with the topography of the site creating the appearance that the buildings mass steps with and follows the slope of the site. Flat roofs should be incorporated into the Park Homes where feasible and utilized for snow storage, water collection, reduced roof impacts and the creation of “green” landscaped roofs, roof gardens or patio spaces.

Building designs will incorporate a primary roof form with secondary elements attached to the primary form. See Massing & Composition for additional criteria.

The following roof shapes are not permitted:

- Mansard, fake mansard, Gambrel or Domed

Roof Overhangs

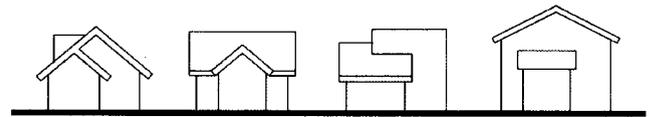
Roof overhangs protect walls and openings from weather and contribute to the buildings character. Roofs should overhang walls a minimum of 12” and a max of 24”. Roof overhangs less than 12” requires review committee approval.



Roof overhangs protect walls



Flat roof elements are appropriate and encouraged



Variation in Roof Forms Contributes to a more Visually Rich Neighborhood

Materials

Allowed roofing materials are:

- Architectural composition shingles, minimum 30 year
- Copper, must be allowed to oxidize and turn bronze
- Zinc, flat finish
- Cor-ten steel
- Self adhering single ply membrane roofing, at flat roofs
- Solar Shingles
- Green roofs

The following materials can be used with approved color selection:

- Aluminum
- Steel

Standing Seam Metal or corrugated roofs shall be primarily allowed on accent and porch roofs.

The following roofing materials are not allowed:

- Wood Shakes
- Highly reflective metals
- Asphalt rolled roofing



Primary roof form broken up with secondary roof elements



Roof is broken up to relate to human scale

Park Homes

Roof Appurtenances

Roof Appurtenances

Approved Dormer Shapes:

- Shed Dormers
 - Gable Dormers
 - Hip Dormers
- Snow Diverters should be used wherever sufficient amounts of snow may accumulate over occupied areas such as entries, patios, porches, driveways and decks. Special care should be taken with metal roofing as it is prone to releasing snow which can cause injury to people or damage to property.
 - Snow Melt Systems should only be considered when all other alternatives have been explored fully. Proper roof design is imperative to eliminate the dependency of snow melt systems and their energy consumption.
 - Roof top stairs, mechanical and electrical areas are required to be placed within the roof structure and are not permitted to be placed on the roof unless shielded. Shielding solutions must be approved by the review committee.
 - Ornaments like finials, scroll work on the ridge or barge and eave boards or decorative turrets are discouraged.
 - Skylights are not to be highly reflective and must be installed flush against the roof. They should not extend to the eave line. As mentioned elsewhere in these guidelines bubble type skylights will not be approved. Light pollution from skylights will not be permitted.
 - Chimneys must be enclosed in a chase. The chase may be clad with wood siding, stucco, stone or approved metal. Chimney caps are required and must be constructed of approved material. Exposed metal chimneys and spark arrestors are not permitted.
 - Mechanical vents 6" or larger must be enclosed in an appropriate architectural structure to match building components. When chimneys are required their size, shape and height should match that of other chimney elements on the roof. All other unenclosed exposed vents must be coated to match the roof color.

- Clerestories should be placed within the field of the roof and cannot extend to the eave lines except as approved by the review committee.

- Solar Panels are allowed and encouraged and should be placed to maximize their effectiveness while also minimizing their visual impacts on adjacent owners and the community as a whole.

Gutters and Downspouts

Gutters and downspouts should be metal or copper, have a factory finished metallic patina, painted to match the surface to which they are attached or match the trim color of the home.

Rain Storage Devices

All rain storage devices must be placed underground.



Mechanical vents reflect architectural style



Gutters match surface or trim color



Solar panels located to maximize effectiveness and minimize visual impact



Skylight placed flush to roof and color blends well with roof

Park Homes

Home Appurtenances

Mechanical Equipment

Care must be given in designing a home to the location of utility equipment to avoid prominent exposure of mechanical equipment and meters to public view. Compressors, meters, utility boxes and miscellaneous equipment shall be grouped and located and screened to minimize the impact on neighbors and the community.

Utility meters are typically required to have impact protection. The location and design of this impact protection shall be included on the construction plans. The design shall satisfy the building department and utility provider requirements.

Screens can be comprised of either landscaping or landscaping and wood that is compatibly detailed to harmonize with the homes exterior. Exposed vents, grilles and other mechanical, electrical and plumbing components should be coordinated with building elements. Consider locating the dryer exhaust vent, hose bibs, waterproof outlets etc. below the first floor beam. Conceal these items to the extent possible and coordinate visible items with the foundation piers and screens.

No roof mounted mechanical equipment is allowed unless mounted on a flat roof element and is not visible from public view.

Lighting

Front porch lights should be a primary architectural focus. Outdoor and indoor lighting will be carefully reviewed to assure that neighboring properties are protected from light sources. The intent is to produce an enticing low level throughout the community that creates a warm ambience while maintaining views of the night sky and stars. Exterior lighting shall be kept to a minimum and shall be limited to porches, courtyards, garage entries, addresses and to mark paths.

The light source must conform to Park City Municipal Code standards. Floodlighting and moonlighting are prohibited.

Antennae and Satellite Dishes

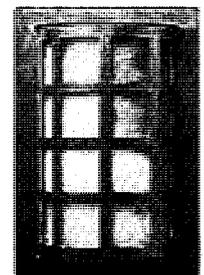
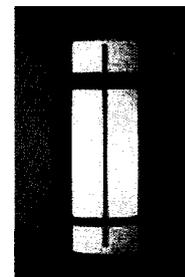
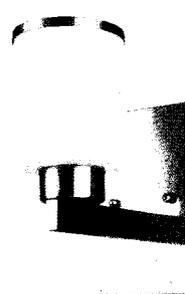
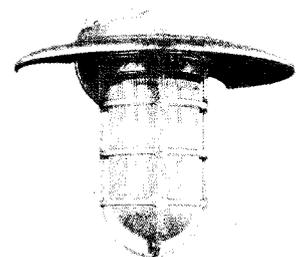
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Trash Containers

Space shall be provided in an adequate and appropriate side or rear yard or interior portion of the garage to accommodate at least one trash and one large recycling container per unit and must be concealed from view from the Street or Local Street.

Accessory Structures

No accessory structures are permitted.



Lights should complement architectural style but remain simple in form

Park Homes

Example Gallery

Exterior Colors

The Park Homes have a diverse range of building size. With this diversity comes an opportunity to introduce color ranges seen in other phases of the development. Smaller buildings, such as duplex & fourplex buildings, should follow the standard established by the Cottage Homes guidelines & utilize primary colors. White & light gray are not considered primary colors. Buildings larger than four units must utilize colorful earth tones in an effort to lessen their visible mass.

Key Elements

- Varied Wall Planes & Massing
 - Expressive Trim
 - Exposed Structural Elements
 - Low Sloping/Flat Roofs
 - Emphasis on Front Porches
 - Mining Meets Modern
 - Not Resort Mountain Timber
 - Mountain Contemporary
- Simple Forms
 - Garages Secondary
 - Grouped Windows
 - Creative Materials

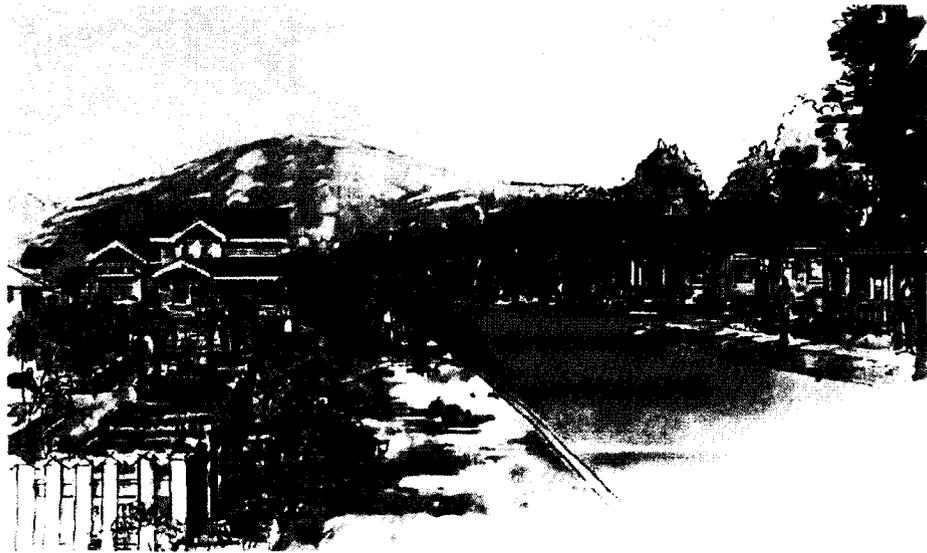


Park Homes

Cottage Homes

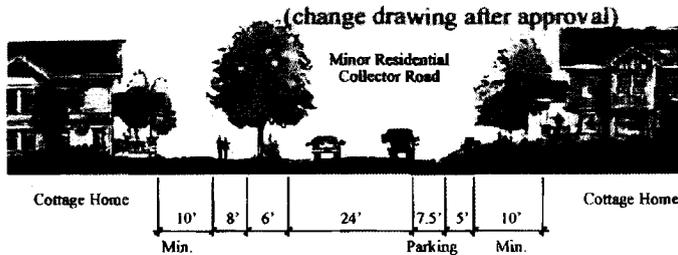
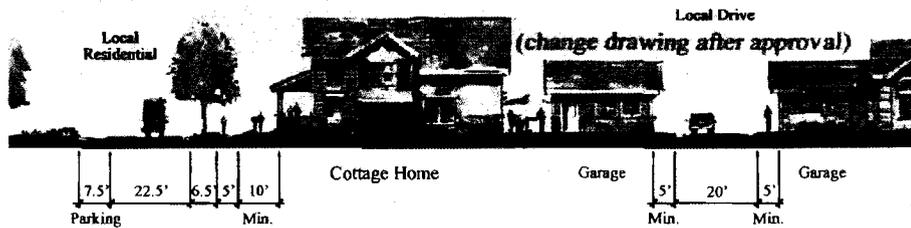
C o m m u n i t y & A r c h i t e c t u r e
P a t t e r n s

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.

(change map after approval)

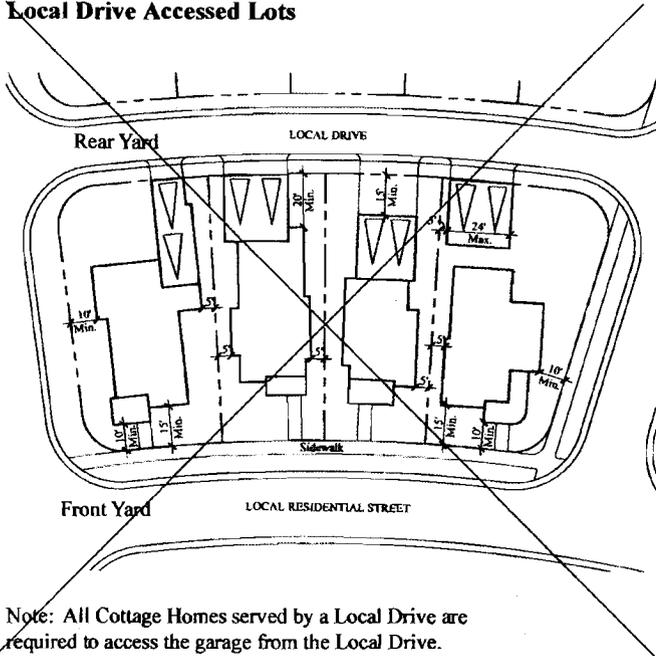


Cottage Homes

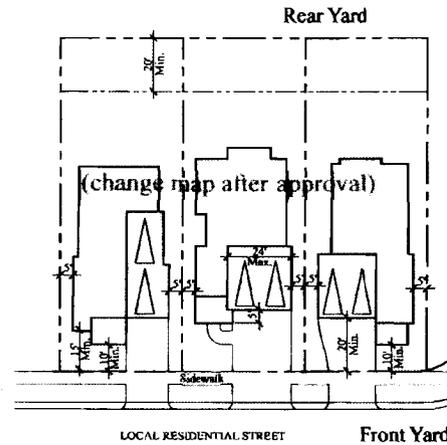
COMMUNITY PATTERNS

Building Placement

Local Drive Accessed Lots



Local Minor & Major Residential Street 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

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.

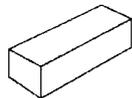
Massing & Composition

Built Forms Follow Contours

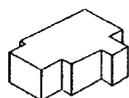
Building placement should respect existing land forms. Structures should follow contours and fit into existing land massing, rather than ignore or dominate these forms.

Scale of Buildings

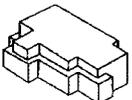
It is important that the massing of the buildings be scaled in such a way that it relates to the people living there and harmonizes with the area and its natural features. No unbroken expanse of building mass may exceed 35' in length on all side elevations and 25' on all front and rear elevations. If the maximum length is reached the wall line must step a minimum of 4'.



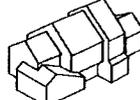
Undesirable



Vertical Articulation added

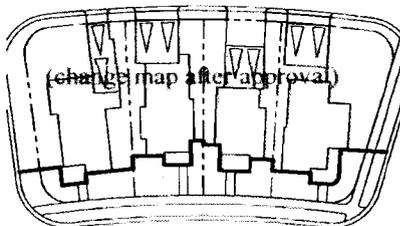


Horizontal Articulation added



Desirable

This requirement is applied to ensure that building mass does not become overpowering. Changing the planes of walls, changing direction, and providing some variety in the roof form yields diversity and visual interest. Additive building volumes give the home an 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

Walls

Foundation and Retaining Walls

Foundation walls form the base or grounding element of the structure. These walls should be a continuation of the building wall. Foundation walls must step down with the grade change so that the exposed surface is limited. All exposed concrete must be clad or finished for appearance with stone veneer, board formed concrete or concrete with an exposed aggregate. Retaining Walls should appear to be an extension of the foundation walls of the structure. Retaining Wall materials may include stacked rock or materials to match foundation wall material. No Retaining Walls may be placed within the side yard setbacks unless they are placed perpendicular to the lot line.



Foundation wall too exposed

Building Walls

Building walls are those walls above the foundation walls that form the middle of the structure. The treatment of these walls provides an opportunity to visually unify this phase of the development. The use of different materials is encouraged to give distinction to the varied forms of the building. Materials on building walls will be limited to three different types for any single structure in the Cottage Homes area.

Approved materials are:

- Horizontal wood siding
- Board and batten vertical wood siding
- Machine sawn wood shingles
- Composite Board siding or approved similar
- Stucco (as approved by the Review Board)
- Steel (as approved by the Review Board)



Wall Appurtenances

Detail elements applied to the exterior wall such as wall decoration, shutters, bay windows and flower boxes can add visual interest to the building façade. Care should be taken to not overstate or overly decorate. These elements should be functional and not simply replications of things seen elsewhere.

- Wall Decoration - Painted, relief or trimmed detail work is not recommended.
- Window and Door Shutters - They should appear operable and matched to size openings. They may be made of wood or fiberglass that resembles wood. Their design should be simple and straightforward, with out undue decoration. Painted shutters are encouraged on single windows and fully glazed doors. Hardware shall be corrosion-resistant in a compatible color. Styles may be louvered, raised or flat paneled or planked and awning shutters are permitted.
- Bay Windows and Flower Boxes - These should be designed in a simple and direct manner.



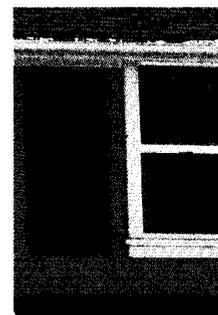
Shutters sized to match openings



Shutters are simple and straightforward



Simple Bay Window adds interest to home



Does not appear operable

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



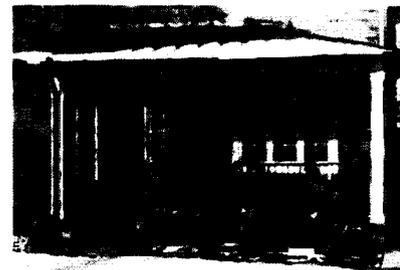
Appropriate porch detailing



Authentic flooring materials



Porch roof forms are consistent with home



Porches are elevated 18" 8" above finished grade

Cottage Homes

ARCHITECTURAL PATTERNS

Windows & Doors

Windows

Windows should be predominantly rectangular in shape and vertical in orientation.

Windows are often single, paired or in strips of 3 or more.

Octagonal, circles, arched and hexagon shaped windows will not be approved. Window heads must be level.

Windows should not be placed within 12" of any building corner.

Windows may be constructed of the following materials:

- Wood
- Wood clad with color fast vinyl or aluminum
- Metal clad windows must be coated with an approved finish
- Vinyl

Note: The glass and frames used in windows and skylights cannot be highly reflective. The lenses of skylights must be clear, gray or bronze. All skylights must be low profile. No bubble type skylights will be permitted. Skylight locations should integrate well with the exterior design and not seem random. Light pollution from skylights will not be permitted. The type and location of skylights are subject to the review of the committee.

Doors

Door openings should be protected from weather. Porches, overhangs and other architectural features can shield openings and add interest.

Doorways should be rectangular in shape. They should be made of a material and finished in a manner that is complimentary to the other exterior materials being used.

Doors are encouraged to be colorful architectural focal points.

The use of limited glass in entry doors is encouraged, ex. ½ lights with divided lights. Full glass doors are discouraged.

Cottage Homes



Windows predominantly rectangular and vertical in proportion



Window heads must be level

Trim

Within the Cottage Home product expressive trim is identified as a key architectural element. Trim shall be proportioned to the size of the opening with a minimum width of three and one-half inches. Trim shall project a minimum of one-half inch past the leading edge of the adjacent siding. Most trim shall be flat. Any shapes must have a simple profile. Siding must abut trim (trim shall not be installed on top of siding).



Trim proportioned to size of opening



Trim should be simple, flat



Expressive trim



Doors should be colorful, architectural focal points

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, set back 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.



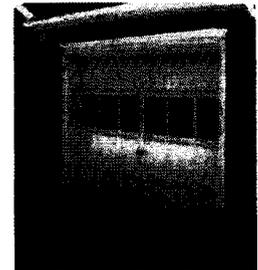
Single garage doors are preferred



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

Roof Patterns & Materials

Roofing Patterns

Roofscapes dramatically shape a neighborhood and therefore require special design attention. In Historic Neighborhoods, it is obvious that a variety of roof forms, masses and slopes give great diversity to communities. Roof elements play a major part in how the overall residence design relates to human scale and to the topography of the site. Roof forms can also help bring developments together visually through the use of reoccurring underlying principles.

- Allowable sloped roof pitches are between 6:12 and 12:12.
- Allowable roof types are; gable, hip, partial hip and flat.
- Shed roofs and flat roofs may be used as secondary forms.
- Roof dormers are encouraged to punctuate second story roof mass.

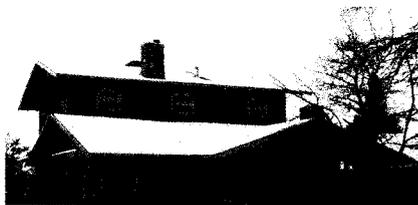
Roof forms should remain simple.

All two story homes need to incorporate single story or secondary elements which will help the overall forms to sit within the topography better. Generally roof structures and roof lines should step with the topography of the site creating the appearance that the homes mass steps with and follows the slope of the site. Flat roofs should be incorporated into the Cottage Homes where feasible and utilized for snow storage, water collection, reduced roof impacts and the creation of “green” landscaped roofs, roof gardens or patio spaces.

Home designs will incorporate a primary roof form (roof area in excess of 250 sq. ft.) with secondary elements (roof area less than 250 sq. ft.) attached to the primary form.

The following roof shapes are not permitted:

- Mansard, Fake Mansard, Gambrel and Domed



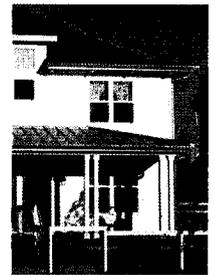
Two story homes incorporate single story elements

Roof Overhangs

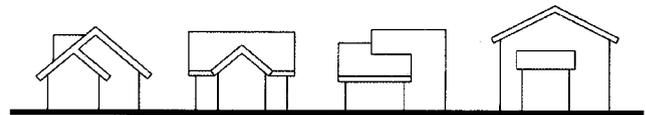
Roof overhangs protect walls and openings from weather and contribute to the buildings character. Roofs should overhang walls a minimum of 12” and a max of 24”. Roof overhangs less than 12” requires review committee approval.



Appropriate roof overhangs



Metal as secondary roof element



Variation in roof forms contributes to a more visually rich neighborhood

Materials

Allowed roofing materials are:

- Architectural composition shingles, min. 40 year
- Copper, must be allowed to oxidize and turn bronze
- Zinc, flat finish
- Cor-ten steel
- Self adhering single ply membrane roofing, at flat roofs
- Solar Shingles
- Green roofs

The following materials can be used with approved color selection:

- Aluminum
- Steel

Standing Seam Metal or corrugated roofs shall be primarily allowed on accent and porch roofs.

The following roofing materials are not allowed:

- Wood Shakes
- Highly reflective metals
- Asphalt rolled roofing

Cottage Homes

Roof Appurtenances

Roof Appurtenances

Approved Dormer Shapes:

- Shed Dormers
- Gable Dormers
- Hip Dormers

• Snow Diverters should be used wherever sufficient amounts of snow may accumulate over occupied areas such as entries, patios, porches, driveways and decks. Special care should be taken with metal roofing as it is prone to releasing snow which can cause injury to people or damage to property.

• Snow Melt Systems should only be considered when all other alternatives have been explored fully. Proper roof design is imperative to eliminate the dependency of snow melt systems and their energy consumption.

• Roof top stairs, mechanical and electrical areas are required to be placed within the roof structure and are not permitted to be placed on the roof unless shielded. Shielding solutions must be approved by the review committee.

• Ornaments like finials, scroll work on the ridge or barge and eave boards or decorative turrets are discouraged.

• Skylights are not to be highly reflective and must be installed flush against the roof. They should not extend to the eave line. As mentioned elsewhere in these guidelines bubble type skylights will not be approved. Light pollution from skylights will not be permitted.

• Chimneys must be enclosed in a chase. The chase may be clad with wood siding, stucco, stone or approved metal. Chimney caps are required and must be constructed of approved material. Exposed metal chimneys and spark arrestors are not permitted.

• Mechanical vents 6" or bigger must be enclosed in a chimney. When chimneys are required their size, shape and height should match that of other chimney elements on the roof. All other unenclosed exposed vents must be coated to match the roof color.

• Clerestories should be placed within the field of the roof and cannot extend to the eave lines except as approved by the review committee.

• Solar Panels are allowed and encouraged but must be placed to minimize their visual impact to the neighborhood while maximizing their effectiveness.

Gutters and Downspouts

Gutters and downspouts should be metal or copper, have a factory finished metallic patina or painted to match the surface to which they are attached.

Rain Storage Devices

All rain storage devices must be placed underground.



Skylights are flat to roof and do not extend to eavelines or roof peaks



Solar panels visual impacts are minimized



Gutters match trim or are appropriate for the architectural style

Cottage Homes

Home Appurtenances

Mechanical Equipment

Care must be given in designing a home to the location of utility equipment to avoid prominent exposure of mechanical equipment and meters to public view. Compressors, meters, utility boxes and miscellaneous equipment shall be grouped and located and screened to minimize the impact on neighbors and the community.

Utility meters are typically required to have impact protection. The location and design of this impact protection shall be included on the construction plans. The design shall satisfy the building department and utility provider requirements.

Screens can be comprised of either landscaping or landscaping and wood that is compatibly detailed to harmonize with the homes exterior. Exposed vents, grilles and other mechanical, electrical and plumbing components should be coordinated with building elements. Consider locating the dryer exhaust vent, hose bibs, waterproof outlets etc. below the first floor beam. Conceal these items to the extent possible and coordinate visible items with the foundation piers and screens.

No roof mounted mechanical equipment is allowed unless mounted on a flat roof element and is not visible from public view.

Lighting

Front porch lights should be a primary architectural focus. Outdoor and indoor lighting will be carefully reviewed to assure that neighboring properties are protected from light sources. The intent is to produce an enticing low level throughout the community that creates a warm ambience while maintaining views of the night sky and stars.

Exterior lighting shall be kept to a minimum and shall be limited to porches, courtyards, garage entries, addresses and to mark paths.

The light source must conform to Park City Municipal Code standards. Floodlighting and moonlighting are prohibited.

Antennae and Satellite Dishes

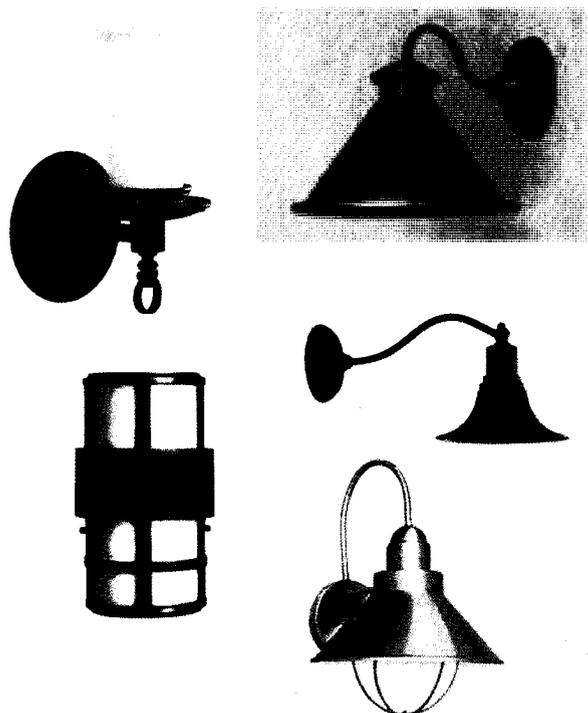
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Trash Containers

Space shall be provided in an adequate and appropriate side or rear yard or interior portion of the garage to accommodate at least one trash and one large recycling container per unit and must be concealed from view from the Street or Local Street.

Accessory Structures

No accessory structures are permitted.



Lights should complement architectural style but remain simple in form

Cottage Homes

Example Gallery

Exterior Colors

With the smaller homes on smaller lots there is a much higher density within the Cottage Home area than in other areas of the development. The use of rich and lively colors will help to add visual interest to this area as well as help create a strong sense of place. Earth tones are allowed but primary colors are encouraged. Building color palletes will be limited to a body, trim and window color.

Key Elements

- Varied Wall Planes & Massing
- Expressive Trim
- Exposed Structural Elements
- Varied Roof Forms
- Emphasis on Front Porches
- Colorful Exteriors
- Vertical Proportions for Windows
- Classic Forms
- Simple Forms
- Garages Secondary
- Grouped Windows
- Use of Special Windows
- Architecture Forward
- Not Mountain Timber

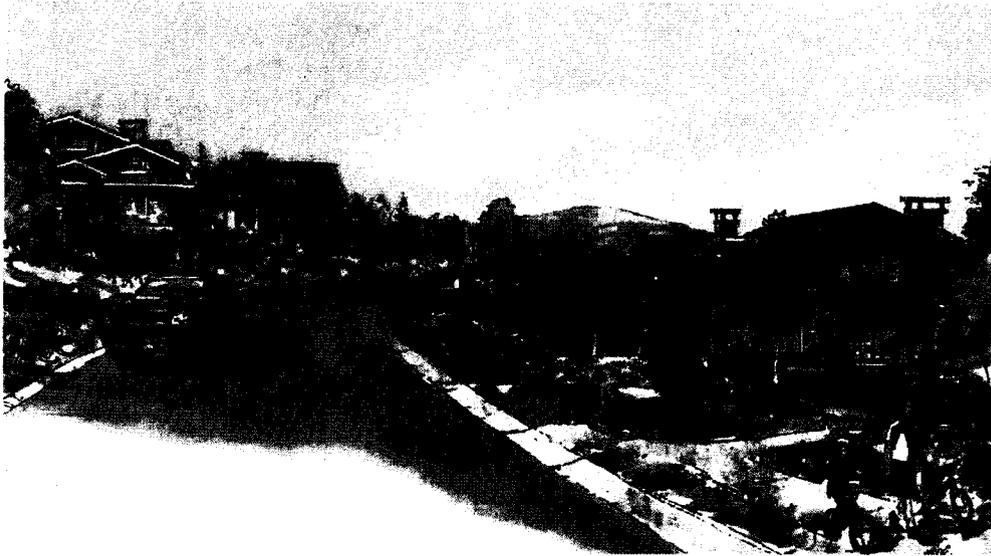


Cottage Homes

Homesteads

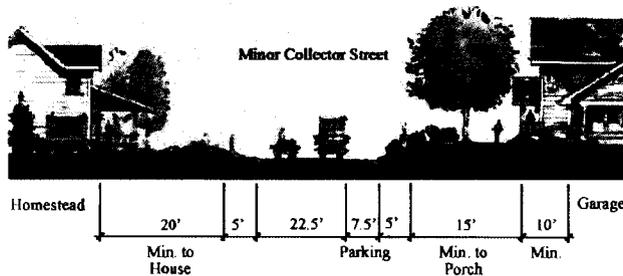
C o m m u n i t y & A r c h i t e c t u r e
P a t t e r n s

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.

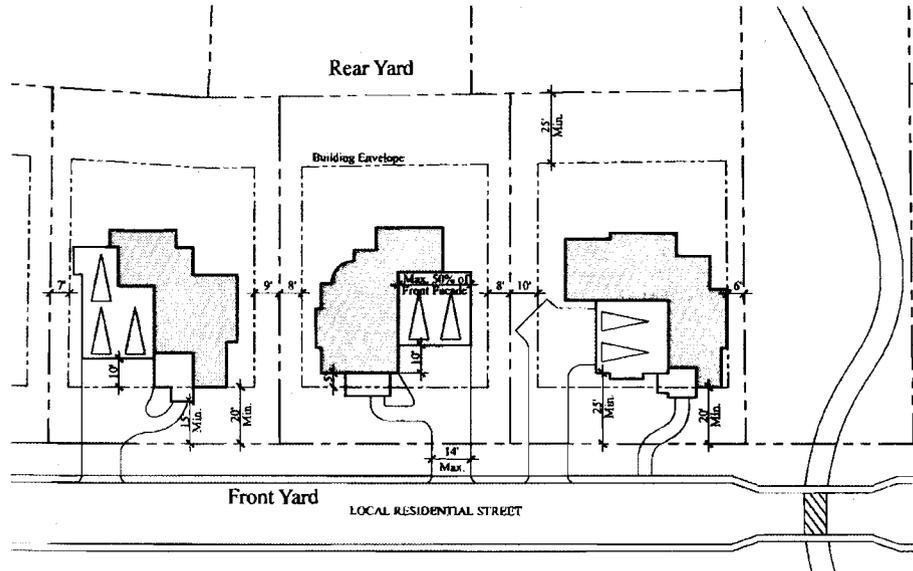
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Homesteads

COMMUNITY PATTERNS

Building Placement



Homestead 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

COMMUNITY PATTERNS

Massing & Composition

Built Forms Follow Contours

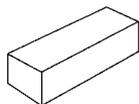
Building placement should respect existing land forms. Structures should follow contours and fit into existing land massing, rather than ignore or dominate these forms.



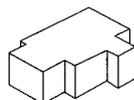
Home responds to natural grade

Scale of Buildings

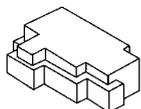
It is important that the massing of the buildings be scaled in such a way that it relates to the people living there and harmonizes with the area and its natural features. No unbroken expanse of building mass may exceed 35' in length on all side elevations and 25' on all front and rear elevations. If the maximum length is reached the wall line must step a minimum of 4'.



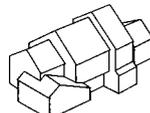
Undesirable



Vertical Articulation added



Horizontal Articulation added



Desirable

This requirement is applied to ensure that building mass does not become overpowering. Changing the planes of walls, changing direction, and providing some variety in the roof form yields diversity and visual interest.

Additive building volumes give the home an appearance that it was built over time.

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 one-half story or one story home. Also, no more than two 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.



Not this - Similar two-story homes repeated too often

Residence Size

Residences in the Homesteads will have a minimum square footage of 2,000 sq ft for single story structures.

The first floor area shall not be less than 1,500 sq. ft. for two story structures and the second level shall be no more than 2/3 the main floor area.

The maximum square footage for residences varies throughout the Homesteads. Refer to the recorded community plat for individual lot requirements.

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.

Homesteads

Walls

Foundation and Retaining Walls

Foundation walls form the base or grounding element of the structure. These walls should give the building the impression of solidity and repose. Foundation walls must step down with the grade change so that their exposed surface is limited. All exposed concrete must be clad or finished for appearance with a durable material such as stone veneer, board formed concrete, or concrete with an exposed aggregate. These treatments will protect the lower wall from impact and snow damage.

Under no circumstances should lower walls be surfaced with wood, plywood, aluminum siding, steel or plastic siding, asphalt composition or brick. Retaining Walls should appear to be an extension of the foundation walls of the structure.



Stone wall matches home



Not this

Building Walls

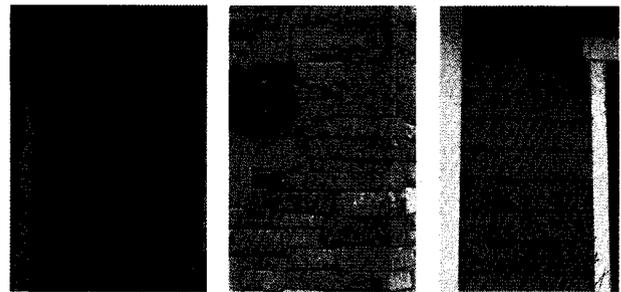
Building walls are those walls above the foundation walls that form the middle of the structure. The treatment of these walls provides an opportunity to visually unify this phase of the development. The use of different materials is encouraged to give distinction to the varied forms of the building. Materials on building walls will be limited to three different types for any single structure in the Homestead area.

Approved materials are:

- Wood shingles and wood siding
- Composite Board siding or approved similar
- Natural Stone Veneer - Rectilinear stone only (No river rock)
- Stucco (as approved by the Review Board) *
- Steel (as approved by the Review Board)
- Exposed aggregate concrete
- Board formed concrete

* Stucco may only be used as an accent material.

Homesteads



Varied wall materials provide interest and distinction to wall planes

Wall Appurtenances

Detail elements applied to the exterior wall such as wall decoration, shutters, bay windows and flower boxes can add visual interest to the building façade. Care should be taken to not overstate or overly decorate. These elements should be functional and not simply replications of things seen elsewhere.

- Wall Decoration - Painted, relief or trimmed detail work is not recommended.
- Window and Door Shutters - They should appear operable and matched to size openings. They may be made of wood or fiberglass that resembles wood. Their design should be simple and straightforward, with out undue decoration. Painted shutters are encouraged on single windows and fully glazed doors. Hardware shall be corrosion-resistant in a compatible color. Styles may be louvered, raised or flat paneled or planked and awning shutters are permitted.
- Bay Windows and Flower Boxes - These should be designed in a simple and direct manner



Window bay extends over garage to minimize visual impact



Flower boxes detail and charm

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 $\pm 8''$ 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



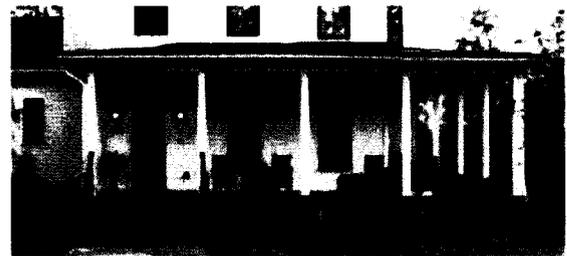
Columns and posts are an integral part of architectural style



Front steps are integral part of home



Porch roof breaks up two story element



Porch raised a minimum of $\pm 8''$ above finished grade

Homesteads

ARCHITECTURAL PATTERNS

Windows & Doors

Windows

Windows should be predominantly rectangular in shape and may be square, horizontal or vertical in orientation.

Octagonal, circles, arched and hexagon shape windows will not be approved.

Window heads must remain level.

Windows should not be placed within 12" of any building corner.

Windows should be utilized as a feature element within a wall plane.

Windows may be constructed of the following materials:

- Wood
- Wood clad with color fast vinyl or aluminum
- Metal clad windows must be coated with an approved finish
- Vinyl

Note: If divided light windows are proposed the window must be a true divided light. Snap in grids, or grids between glass panes will not be approved.

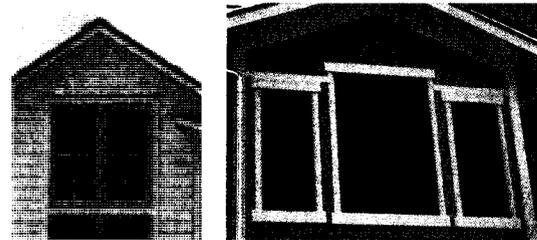
Note: The glass and frames used in windows and skylights cannot be highly reflective. The lenses of skylights must be clear, gray or bronze. All skylights must be low profile. No bubble type skylights will be permitted. Skylight locations should integrate well with the exterior design and not seem random. Light pollution from skylights will not be permitted. The type and location of skylights are subject to the review of the Review Board.

Doors

Door openings should be protected from weather. Porches, overhangs and other architectural features can shield openings and add interest. Door ways should be rectangular in shape. They should be made of a material and finished in a manner that is complimentary to the other exterior materials being used.

Doors are encouraged to be architectural focal points.

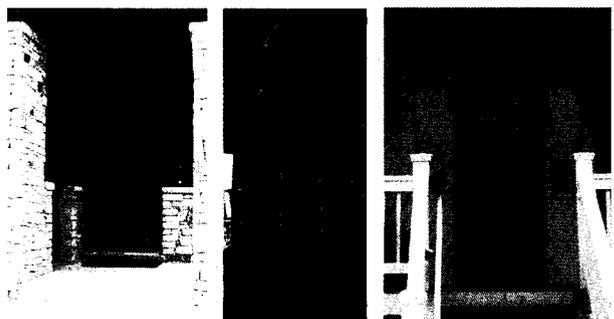
Homestead Homes



Windows are rectangular and window heads must remain level



Window is a feature element within this wall plane



Doors should be significant architectural features of the Homestead homes

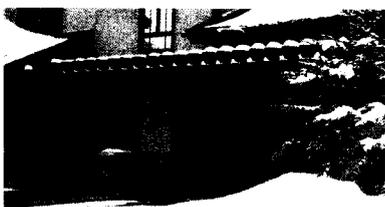
Garages & Garage Doors

Garages

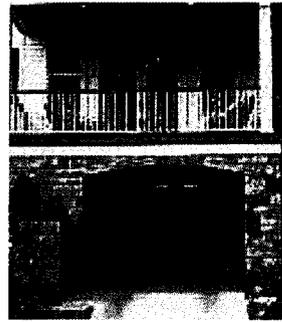
Garages are required in the Homestead area of the development. They can be attached or detached and must accommodate two cars at a minimum. Garages must not dominate the residence when viewed from the street, especially in areas visible from right-of-ways, common areas and adjacent home sites. Side entry garages are preferred where feasible. Side entry garages may be placed at the front setback. Front entry garages must be setback a minimum of 10' from the front facade of the main structure. The use of overhangs and significant architectural details are encouraged to visually lessen the impact of the garage entrance.

Garage Doors

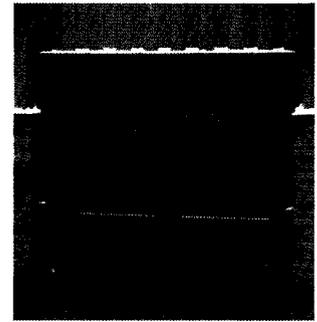
- Garage doors must be provided with detailing that is tied to the homes overall design themes.
- Doors should be paneled or planked and may include Diagonal framing, X-bracing and Z-bracing and may incorporate glass.
- Doors should be painted or stained colors similar to the body of the home to lessen their visual impact.
- Single-car garage doors are preferred. The use of single doors allows for more variety in the garage elevation.
- If more than a two car garage is planned, no more than a two-car garage door or two single-car garage doors can occur on the same wall plane. Must offset third door wall plain by a minimum of 24". No more than three garage doors may occur in the same elevation.
- Two-car tandem garages are allowed.
- No garage door over 9' high will be approved.



Not this - Garage doors for three cars occur on the same wall plane



Patio over garage lessens its visual impact



Door stain compliments the homes architectural style

Driveways

Driveway accesses are to be a maximum of 14 feet wide, except where they provide a turnaround or parking at a garage. Driveways and parking designs are to consider snow shed and snow storage requirements. Every effort shall be made to minimize the paved areas of driveways and turnarounds while still conforming to parking requirements.

Only one driveway entry is permitted per Homesite. All driveways are to follow alignments that minimize grading, tree/shrub removal, or other disruption of the Homesite.

Driveways that cross challenging slopes may require special grading and/or retaining wall treatments. Owners and their Consultants are to design site-specific solutions that maintain a balance between minimizing site disturbance and creating driveways that do not compromise the community aesthetic.

Driveway and garage layouts are to minimize the visibility of garage doors and driveway parking from off-site.

Driveways are encouraged to be natural stone, unit pavers, 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.

Homesteads

Roof Patterns & Materials

Roofing Patterns

Roof elements play a major part in how the overall residence design relates to human scale and to the topography of the site. Roof forms can also help bring developments together visually through the use of reoccurring underlying principles.

- Allowable sloped roof pitches are between 4:12 and 8:12.
- Allowable roof types are; gable, hip, partial hip and flat.
- Shed roofs and flat roofs may be used as secondary forms.
- Roof dormers are encouraged to punctuate second story roof mass.

Roof forms should remain simple.

Roof forms need to be broken down to address human scale so as not to become boxy. To that end, all two-story homes need to incorporate single story or secondary elements which will help the overall forms to sit within the topography better. Generally roof structures and roof lines should step with the topography of the site creating the appearance that the homes mass steps with and follows the slope of the site. Flat roofs should be incorporated into the Homesteads where feasible and utilized for snow storage, water collection, reduced roof impacts and the creation of “green” landscaped roofs, roof gardens or patio spaces.

Home designs will incorporate a primary roof form (roof area in excess of 250 sq. ft.) with secondary elements (roof area less than 250 sq. ft.) attached to the primary form.

The following roof shapes are not permitted:

- Mansard, Fake Mansard, Gambrel and Domed



Roof dormer punctuates second story mass



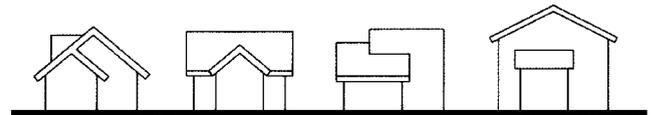
Simple roof forms

Roof Overhangs

Roof overhangs protect walls and openings from weather and contribute to the buildings character. Roofs should overhang walls a minimum of 24”. Roof overhangs less than 24” require Design Review Board approval.



Prominent overhangs contribute to a home's character



Variation in roof forms contributes to a more visually rich neighborhood

Materials

Allowed roofing materials are:

- Architectural composition shingles, min. 40 year
- Copper, must be allowed to oxidize and turn bronze
- Zinc, flat finish
- Cor-ten steel
- Self adhering single ply membrane roofing, at flat roofs
- Green roofs
- Solar Shingles

The following materials can be used with approved color selection:

- Aluminum
- Steel

Standing Seam Metal or corrugated roofs shall be primarily allowed on accent and porch roofs.

The following roofing materials are not allowed:

- Wood Shakes
- Highly reflective metals
- Asphalt rolled roofing

Homesteads

Roof Appurtenances

Roof Appurtenances

Approved Dormer Shapes:

- Shed Dormers
- Gable Dormers
- Hip Dormers

• Snow Diverters should be used wherever sufficient amounts of snow may accumulate over occupied areas such as entries, patios, porches, driveways and decks. Special care should be taken with metal roofing as it is prone to releasing snow which can cause injury to people or damage to property.

• Snow Melt Systems should be only considered when all other alternatives have been explored. Proper roof design is imperative to eliminate the dependency of snow melt systems and their energy consumption.

• Roof top stairs, mechanical and electrical areas are required to be placed within the roof structure and are not permitted to be placed on the roof unless shielded. Shielding solutions will be approved by the Review Board.

• Ornaments like finials, scroll work on the ridge or barge and eave boards or decorative turrets are discouraged.

• Skylights are not to be highly reflective and must be installed flush against the roof. They should not extend to the eave line. As mentioned elsewhere in these guidelines bubble type skylights will not be approved. Light pollution from skylights will not be permitted.

• Chimneys must be enclosed in a chase. The chase may be clad with wood siding, stucco, and stone or approved metal. Chimney caps are required and must be constructed of approved material. Exposed metal chimneys and spark arrestors are not permitted.

• Mechanical vents 6" or bigger must be enclosed in a chimney. When chimneys are required their size, shape and height should match that of other chimney elements on the roof. All exposed vents must be coated to match the roof color.

• Clerestories should be placed within the field of the roof and cannot extend to the eave lines except as approved by the review committee.

• Solar Panels are allowed but must be placed to minimize their visual impact to the neighborhood while maximizing their effectiveness.

Gutters and Downspouts

Gutters and downspouts should be metal or copper, have a factory finished metallic patina or painted to match the surface they are attached to.

Rain Storage Devices

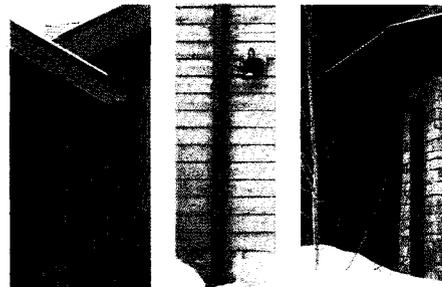
Any above ground rain storage devices should be appropriately screened from neighboring properties and roadways. All devices should be painted to match the building color or be of similar materials to limit the visual impacts. Below grade devices are encouraged where possible.



Chimneys enclosed with stone and wood provide architectural feature



Solar panels visual impacts are minimized



Gutters must complement the homes style

Homesteads

Home Appurtenances

Mechanical Equipment

Care must be given in designing a home to the location of utility equipment to avoid prominent exposure of mechanical equipment and meters to public view. Compressors, meters, utility boxes and miscellaneous equipment shall be grouped and located and screened to minimize the impact on neighbors and the community.

Utility meters are typically required to have impact protection. The location and design of this impact protection shall be included on the construction plans. The design shall satisfy the building department and utility provider requirements.

Screens can be comprised of either landscaping or landscaping and wood that is compatibly detailed to harmonize with the homes exterior. Exposed vents, grilles and other mechanical, electrical and plumbing components should be coordinated with building elements. Consider locating the dryer exhaust vent, hose bibs, waterproof outlets etc. below the first floor beam. Conceal these items to the extent possible and coordinate visible items with the foundation piers and screens.

No roof mounted mechanical equipment is allowed unless mounted on a flat roof element and is not visible from public view.

Lighting

Front porch lights should be a primary architectural focus. Outdoor and indoor lighting will be carefully reviewed to assure that neighboring properties are protected from light sources. The intent is to produce an enticing low level throughout the community that creates a warm ambience while maintaining views of the night sky and stars.

Exterior lighting shall be kept to a minimum and shall be limited to porches, courtyards, garage entries, addresses and to mark paths.

The light source must conform to Park City Municipal Code standards. Floodlighting and moonlighting are prohibited.

Antennae and Satellite Dishes

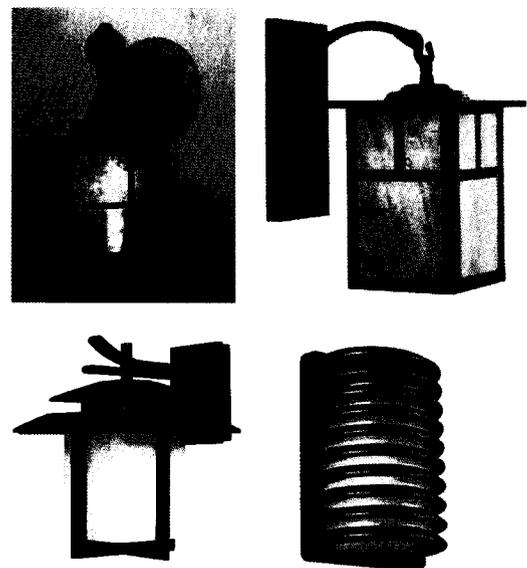
When possible, satellite dishes, television or radio aerials or antennas should be installed so as to be screened from the road, adjacent home sites or public areas. No satellite dish may be installed that is larger than 39" in diameter. Removal of trees to improve reception is prohibited. The screen wall is subject to Design Review Board approval and must be an integral component of the house design. In some cases, the enclosure may not be approved due to the location on the home site and its visual effect on the overall street scene or as viewed from adjacent home sites. Umbrella covers over satellite dishes are prohibited.

Trash Containers

Space shall be provided in an adequate and appropriate side or rear yard or interior portion of the garage to accomodate at least one trash and one large recycling container per unit and must be concealed from view from the Street.

Accessory Structures

Accessory structures will be permitted per Park City Municipal Code. It is important that the massing and scale, as well as forms, materials, and other detailing be coordinated with the main buildings. Design and materials shall be consistent with the guidelines for the homes.



Lights should complement architectural style but remain simple in form

Homesteads

Example Gallery

Exterior Colors

Since the sizes of residences in the Homestead area are larger than in other areas of the development the use of earth tone colors are encouraged. The use of earth tone colors will allow the larger forms to blend better with the natural landscape and create some distinction between this area and other areas of the development. The use of accent colors will be allowed and is encouraged at entries and gathering points.

Key Elements

- Varied Wall Planes & Massing
 - Expressive Trim
 - Exposed Structural Elements
 - Varied Roof Forms
 - Emphasis on Front Porches
 - Stone Integrating Building to Site
 - Not Resort Mountain Timber
 - Mountain Contemporary
- Simple Forms
 - Garages Secondary
 - Grouped Windows
 - Creative Materials
 - Mountain Cottage
 - Second Story Porches



Homesteads

Landscape Appurtenances

Paths, Outdoor Stairs and Terraces

Paths, outdoor stairs and terraces are to follow the natural topography and respond to existing vegetation patterns. Retaining walls and building foundations are to be used together with paths, outdoor stairs and terraces to tie the architecture to the land. All Improvements are to be located within the Enhanced and Transitional Landscape Zones.

Approved materials for outdoor use include stone, chipped stone, decomposed granite and/or wood. The use of stone that is similar to or matches that found naturally within the Wasatch Mountain region is encouraged for terraces, stairs, paths and other landscape structures.

Outdoor Fireplaces

Outdoor wood burning fire pits or fireplaces are prohibited. Apparatus that utilize alternate energy sources are encouraged.

Lighting

All outdoor landscape lighting should be low voltage lighting and should meet all night sky requirements within Park City. All lighting must be controlled with a timer or motion sensor to limit lighting use and shall conform to LMC sections 15-5-5(i) and 15-3-3(c) and these design guides.

Fences, Garden Walls and Gates

The use and placement of fences are to be minimized. In the Park Home and Cottage Home lots fences are allowed in the front, side and rear yards. Front yard fences shall be a minimum of 30" in height and a maximum of 42" in height. Side yard and rear yard fencing may be a maximum of 6 feet in height and may not start until 10 feet behind the front facade of the home.



Fences should be open picket or rail fences

No fences are allowed within the Homestead Lots or within those Cottage lots placed among the Homestead lots with the exception of pet enclosures or pool fencing.

All fences should be open picket or rail fencing to provide physical separation but not complete visual separation. Additional screening may be achieved through the use of landscape screens.

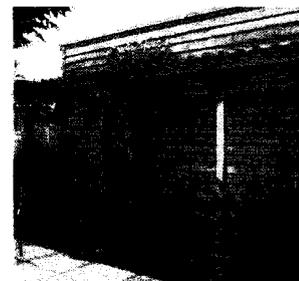
Pool fences shall be a minimum of 6 feet in height as required by Code. Pool and spa fences may require additional detailing and landscape treatments, as specified by the Design Review Board, to mitigate off-site visibility.

Fences used as pet enclosures may likewise extend up to 6 feet in height provided they are not visible from the street. Wire mesh, finished to recede into the landscape, may be added to wood rail fence at pet enclosures. Pet enclosure size and location shall be as approved by the Design Review Board.

Fence and gate designs are to utilize styles consistent with the homes architectural vernacular. Materials may include wood picket, metal picket, wrought iron, stone or a combination. No solid color (black is pk for metal fences) or highly reflective fence materials will be allowed. Gates are permitted only as a component of an approved fence or wall and are to be located within the Enhanced Landscape Zone and not at driveway entries. Vegetation is to be planted in front of and behind fences to blend them with the surrounding vegetation.

Trellises

Trellises are permitted and should occur in the landscape or as an attachment to the home. Trellis material should match materials used on the home and should be appropriately scaled and located to function as a secondary element.



Trellises provide visual interest to the home and landscape

Landscape Appurtenances

Play Structures

Play structures, trampolines, swing sets, slides, or other such devices are allowed only when the application is made in advance with the Design Review Board. Approval for such equipment may be granted when it is proposed to be placed within fenced, rear yard areas, is constructed and finished with materials which are complementary to the structure, is limited in height to eight feet or less, and for which the colors of the equipment are in keeping with the intent of these guidelines.

Tennis, Sports Courts and Basketball Standards

Due to the extensive clearing required by tennis courts, they will not be permitted.

Sport courts will be allowed only when acceptable measures to minimize their impacts are included in the plan. Wall-mounted or freestanding basketball goals may be allowed subject to the Design Review Board approval. Support posts of a freestanding basketball goal shall be painted to blend unobtrusively with its visual backdrop surrounding, and the backboard must be clear. No Lighting may be used for any of the above mentioned uses.

Address Markers

Address marker designs for homes within Park City Heights should meet Park City standards (Title 12).

Sound Barriers

No sound walls or structures are permitted within Park City Heights. Sound mitigation shall be provided with landscaping, berms, appropriate home and site design incorporating sound mitigation construction practices as approved by the Design Review Board.

Pools, Spas and Water Features

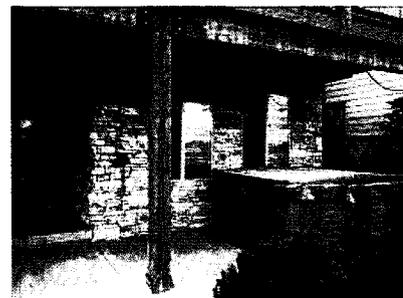
All pools, spas and water features are to adhere to the following Guidelines:

Pools, Spas and other water features are to be located within the Enhanced Landscape Zone only. These must be visually connected to the Residence and designed as an integral part of the house's exterior design.

The introduction of landscaped water features, such as artificial creeks, is not allowed. Small decorative fountains are permitted within courtyards and/or other outdoor spaces not visible from off-site.

Swimming pools will be approved within the Homesteads only and on a Lot by Lot basis. Pool safety measures are to be taken in accordance with local governmental regulations. All pool heaters or pool heat sources must be powered by alternative energy sources or offsets.

All above ground Spas should be located to minimize the visual impact of the spa structure to adjacent homes and to the street. Privacy screening may be required.



Spa is tucked under a deck and screened with an evergreen shrub hedge

Spa and water feature equipment enclosures are to appear as extensions of the home and/or located in underground vaults to contain noise. Solid noise absorbing covers for equipment will be required after installation if it is discovered that the equipment is audible from adjacent properties.

Grading and Retaining

Site Grading

The objective in site grading shall be to preserve the integrity and form of the natural landscape by responding sensitively to existing topography and maintaining the natural drainage patterns and to conserve the general visual character of grading/clearing sites and settings. All work on roads, driveways or lots must be done in a manner that minimizes disruption and alteration of existing topography. Grading, clearing and retaining activities shall be in accordance with Park City standards. Over-excavation or excessive clearing of cut and fill slopes will not be allowed.

Grading must be limited to what is reasonably necessary for the construction of roads, driveways and homes. The maximum gradient allowed on cut and fill slopes shall not exceed 2:1. However, because soil on fill slopes as steep as 2:1 is difficult to protect from erosion, it is recommended that these slopes be gentler in gradient wherever the terrain permits (3:1 is a more workable maximum gradient for successful revegetation). All approved cut and fill slopes shall be revegetated by the placement of topsoil, plant materials, and/or the approved seed mix appropriate for slope stabilization within the time frame specified by Park City. When slopes are greater than 3:1, soil stabilization mats are required. Topsoil will be the key to the revegetation effort and will require enough thickness so as to be effective in the revegetation success.

Clearing and Grubbing

Clearing and grubbing of vegetation and soils shall be minimized from April thru July to avoid disturbance of nesting birds, unless a detailed search for active nests is conducted and submitted to the Planning Commission for review by a certified wildlife biologist.

Roadway Retaining Walls

Where possible, road cut and fill treatments shall minimize the horizontal length by utilizing a retaining wall. Retaining walls shall be natural rock. No manufactured materials will be allowed. All stone shall be of a consistent color throughout the project and should generally be a beige or light tan sandstone similar to the Sunrise Blend available in Brown's Canyon.



Wall Color

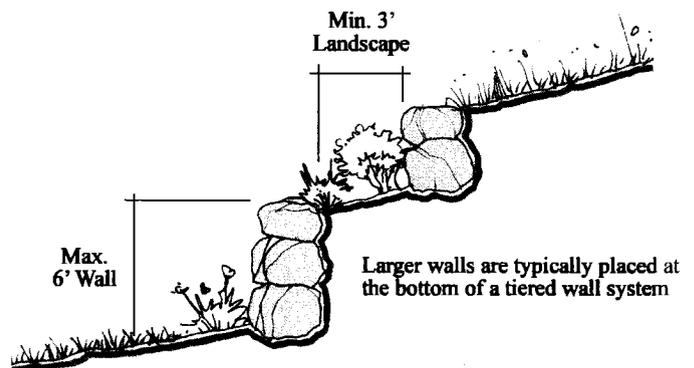


Minimum 3' landscaped shelf between walls

Site/Lot Retaining Walls

Proposed retaining walls shall not exceed 6 feet where they are necessary. A system of 4' to 6' walls (i.e. tiered walls) with no individual wall exceeding 6' may be used. The walls shall be separated by a minimum 3' landscaped area from top back of lower wall to toe of upper wall.

Retaining walls located within property setbacks must be setback from the property line at least the distance equivalent to the height of the wall, e.g. a 4' wall must be located a minimum of 4' from the property line. A maximum 4:1 slope shall also be provided from the bottom of the wall to the property line to ensure a smooth transition between lots.



Tiered Retaining Wall Section

Grading and Retaining

Driveways

Driveways shall be placed along roads to help reduce the visual effects of cuts and fills. Each lot may be accessed by a single driveway only. Access drives, especially in the Homesteads, shall be located so as to preserve and avoid important natural features, such as large or significant plant materials, drainage ways, and rock outcroppings, so as to minimize disruption of the existing landscape. Retaining walls may be required on driveways to reduce the visual effect and should be incorporated into the design and construction of the road providing access to the lot.

Lot Grading

All lot development must generally conform to the existing landform. Grading shall be minimized. The extent of any site grading shall be approved by the Design Review Board based on a determination not only of its impact on the natural landform and existing vegetation, but also on the determination of the visual impacts that may result from the grading. The construction of cut and fill slopes will be performed to neat and clean lines that are visually appealing. Excavation or fill must be limited to four (4) feet vertically outside of the structure that is exposed to view. Walk-out basements must meet this requirement. The Design Review Board reserves the authority to disapprove of any exposed excavation or fill transition that is abrupt or unnatural in appearance.

Topsoil should be separated from other excavated material and stockpiled on site for later re-use. As much as possible, cut and fill grading quantities should balance to minimize excessive excavation or fill requirements. Every attempt must be made to minimize cut and fill necessary for the construction of a home to reduce heavy truck traffic to the home site. The project developer is providing an on-site excavation storage area for any materials to be re-used. This storage area will be available at a minimum thru Phase 1 and 2 of the development. No excess fill may be placed on a lot. Fill locations within the development may be appropriate for excess fill placement and lot owners are encouraged to coordinate with the master developer for location and timing if possible. If no site is available within the project it is the responsibility of the lot owner to legally dispose of excess fill material outside of the project.

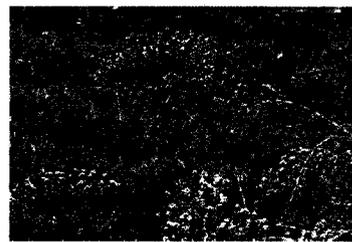
Revegetation

All disturbed areas must be revegetated with approved plant material or seed mix per Park city standards to reduce propagation of noxious weeds and minimize adverse storm water impacts. See Plant List C for the approved Native Grass seed mix and application rate.

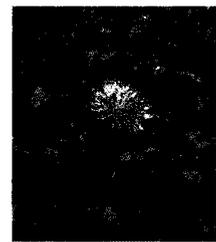
Noxious Weeds

Noxious weeds must be managed consistent with the Park City Municipal Code, Title 6, Section 6-1-1 and the Summit County Weed Management Plan.

Noxious weeds which become established on graded land in the project area should be physically removed or herbicide treated to prevent their spread throughout the project area and onto adjacent lands.



Dyer's Wood



Thistle

General Landscape Guidelines

Landscape Improvements should incorporate, rehabilitate and enhance existing vegetation, utilize indigenous and/or regional species, and minimize areas of intensive irrigation.

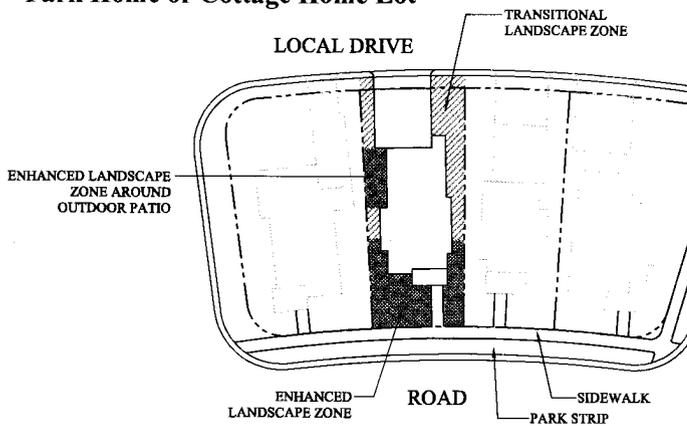
New trees and shrub plantings are to be a mix of sizes that will blend naturally into the surrounding vegetation near the developments edges.

The landscape design on each Homesite is to gradually transition from the Home to the lot edge or Natural Area to match adjacent landscapes and/or enhance existing native landscape patterns.

Three Landscape Zones have been created within the development areas.

- Enhanced Landscape Zone
- Transitional Landscape Zone
- Natural Landscape Zone

Park Home or Cottage Home Lot



Wildlife

Due to the proximity to the natural open space surrounding the proposed development and the potential to attract foraging animals, landscape plans should be sensitive to the use and protection of plants that may be desirable to animals.

Approved Plant List

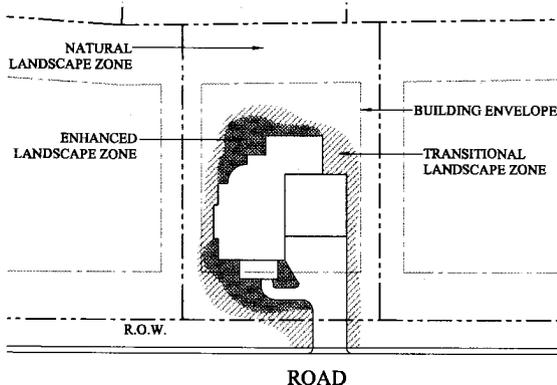
The Design Review Board has approved a list of plants and trees deemed to be inherently compatible with the natural Park City Heights landscape, including indigenous and non indigenous species. Such plants are listed in Plant Lists A, B and C of this Design Guide.

Proposed plant materials that are not on the Approved Plant List are to be identified on all landscape submissions with a full description of the plant and the intent of its proposed use.



Diverse landscape with minimal irrigation needs

Homestead Lot



The use of turf should be minimized and placed for maximum use or visual appeal.

Enhanced Landscape Zone

The Enhanced Landscape Zone is that portion of the building lot adjacent to the home and exterior living spaces including front porches, patios and terraces. In the Park Home and Cottage Home lots the Enhanced Landscape Zone may extend to the Street right-of-way (ROW). Plant lists A, B and C contains a list of plant materials that are appropriate for use in the Enhanced Landscape Zone.

Plant materials may be planted in more formal planting patterns within the Enhanced Landscape Zone adjacent to the home (generally within 10' of the structure). Planting beyond this area should begin to transition to a more natural and random planting pattern.

New plantings are to be used to frame important view sheds, reduce the visual impact of the residence, and screen outdoor service areas and other Improvements from adjacent Homesites and off-site views.

Larger scale planting materials including small trees and large shrubs are to be planted adjacent to building walls to help soften the architectural edge and to blend buildings with the landscape.

Manicured or groomed yards shall only be located within the Enhanced Landscape Zones.

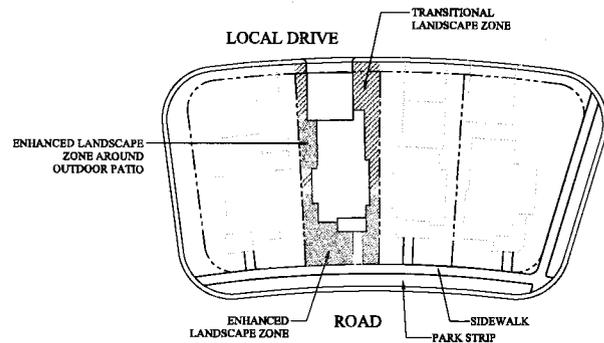
Grasses are to be used only as specimen plants.

Plant material and irrigation in the ROW and/or park strip shall be installed and maintained by the Lot Owner and is subject to any requirements of Park City Municipal Code.

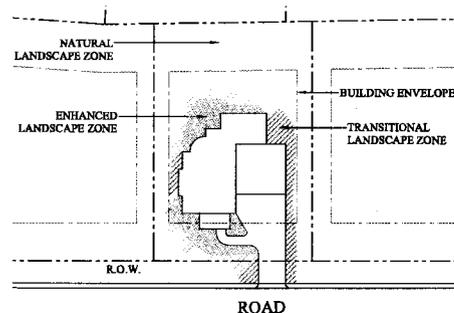


Enhanced landscaping around porches should be emphasized

Park Home or Cottage Home Lot



Homestead Lot



Park Strip Landscaping

The intent of the park strip landscaping standard is that thirty-three percent (33%) or more of the park strip surface be covered with vegetation within three (3) years of planting or when planting has reached maturity, whichever comes first. For lots with two (2) or more street frontages, this standard shall be applied separately to each adjacent park strip on each street frontage.

It shall be the property owner's responsibility to ensure that erosion does not deposit soil or other material on sidewalks or in the street. Materials such as bark, shredded plant material, and compost, may be used as water conserving mulch for plants and may also be used as the only material in portions of a park strip.

Gravel, rocks, and boulders, may be used on portions of the park strip. Large diameter rocks and boulders shall be kept a minimum of eighteen inches (18") away from existing street trees. Organic mulch or gravel shall be used near existing street trees. No annuals are allowed within the park strip landscape.

Transitional Landscape Zone

The Transitional Landscape Zone is that portion of a homesite that falls outside of the Enhanced Landscape Zone but is disturbed during construction and within which an Owner must enhance/revegetate the landscape. All areas of the homesite which were disturbed by construction activity must be restored and revegetated, and must be appropriately tended, until the new landscape and natural vegetation is reestablished. The Transitional Landscape Zone is that area that transitions from the Enhanced Landscape Zone to an adjacent homesite or to a Natural Landscape Zone. Plant lists B and C contain a list of plant materials that are appropriate for use in the Transitional Landscape Zone.

In order to blend Improvements with the site, plant materials are to be planted in natural groupings to mimic the natural planting patterns found on and around the site.

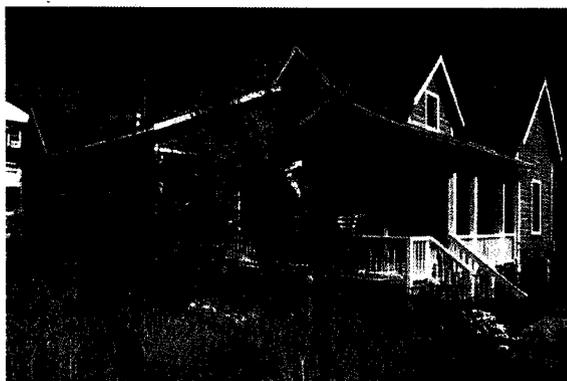
The line of interface between this Transitional Zone and the natural landscape or adjacent home shall occur along a soft edged irregular creating a smooth, natural transition.

New plantings are to be used to frame important view sheds, reduce the visual impact of the residence, and screen outdoor service areas and other Improvements from adjacent Homesites and off-site views.

No manicured or groomed yards shall be located within the Transitional Landscape Zone.

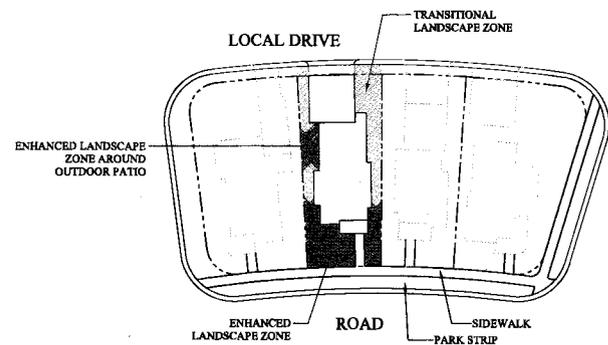
Plant material and irrigation in the ROW shall be installed and maintained by the Lot Owner.

Only Drip Irrigation is allowed in the Transitional Zone.

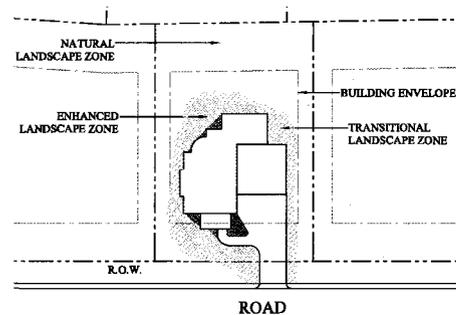


Landscaping should transition from enhanced plantings to adjacent homes or native areas

Park Home or Cottage Home Lot



Homestead Lot



Park Strip Landscaping

The intent of the park strip landscaping standard is that thirty three percent (33%) or more of the park strip surface be covered with vegetation within three (3) years of planting or when planting has reached maturity, whichever comes first. For lots with two (2) or more street frontages, this standard shall be applied separately to each adjacent park strip on each street frontage.

It shall be the property owner's responsibility to ensure that erosion does not deposit soil or other material on sidewalks or in the street. Materials such as bark, shredded plant material, and compost, may be used as water conserving mulch for plants and may also be used as the only material in portions of a park strip.

Gravel, rocks, and boulders, may be used on portions of the park strip. Large diameter rocks and boulders shall be kept a minimum of eighteen inches (18") away from existing street trees. Organic mulch or gravel shall be used near existing street trees. No annuals are allowed within the park strip landscape.

Natural Landscape Zone

The Natural Landscape Zone is that portion of the lot that lies outside of the homes disturbed area of construction, and must remain as natural area, or revegetated area to the standards outlined in this section.

Most Cottage and Park Home lots will not contain natural landscape zones. Only those lots adjacent to existing natural open space may have natural landscape zones within the lot area.

The Natural Landscape Zone is to be planted only with those plant materials identified within Plant List C.

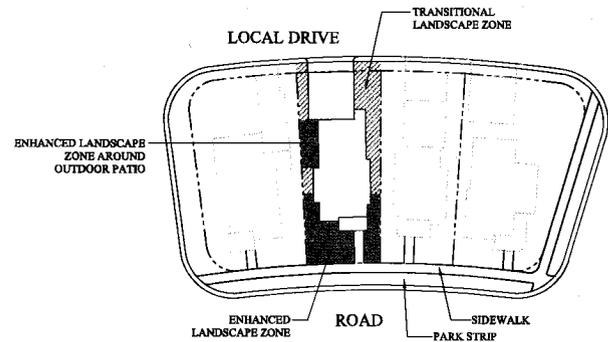
Landscape transitions to existing open spaces should be carefully planted so as to best create a seamless revegetated landscape. In addition, the density and mix of any added plant material in the Natural Landscape Zone will be required to approximate the density and mix found in the general area.

Excluding trees, permanent irrigation of the Natural Area on homesites with existing vegetation is not permitted, since the indigenous vegetation does not require additional water. Permanent irrigation of the Natural Area can lead to disease and death of the native plants, and aid in the spread of undesirable plant species or weeds.

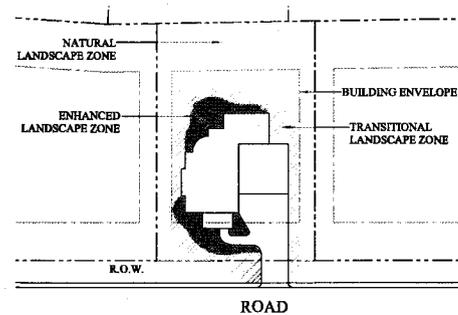
Temporary irrigation of all revegetation in the Natural Areas is allowed. Permanent irrigation for newly planted trees is permitted.

Plant material and irrigation in the ROW shall be installed and maintained by the Lot Owner.

Park Home or Cottage Home Lot



Homestead Lot



Plant List A

Trees

Celtis reticulata - Western Hackberry
 Malus spp. - Crabapple
 Pinus contorta - Lodgepole Pine
 Prunus padus - Mayday Tree
 Pyrus calleryana - Flowering Pear
 Robinia pseudoacacia - Black Locust

Shrubs

Cornus alba - Variegated Dogwood
 Cornus sericea flaviramea - Yellowtwig Dogwood
 Cotoneaster acutifolius' - Peking Cotoneaster
 Euonymus alatus 'compacta' - Burning Bush
 Pinus mugo - Mugo Pine
 Pinus mugo - Big Tuna Mugo Pine
 Prunus besseyi - Western Sand Cherry
 Prunus tomentosa - Nanking Cherry
 Syringa vulgaris - Lilac

Perennials

Alcea rosea - Hollyhock
 Alchemilla spp. - Lady's Mantle
 Armeria maritima - Sea Thrift or Sea Pink
 Artemisia spp. - Silermound
 Astilbe spp. - Astilbe
 Centaurea dealbata - Bachelor Button
 Cerastium tomentosum - Snow in Summer
 Chrysanthemum spp. - Daisy
 Coreopsis - Coreopsis
 Delphinium - Larkspur
 Dianthus - Dianthus
 Dicentra spectabilis - Bleeding Heart
 Doronicum spp. - Leopard's Bane
 Hemerocallis - Daylily
 Heuchera - Coral Bells
 Iris missouriensis - Western Blue Flag
 Iris siberica - Siberian Iris
 Lavendula spp. - Lavender
 Liatris spp. - Gayfeather
 Lysimachia punctata - Loosestrife
 Monarda didyma - Bee balm
 Nepeta mussini - Catmint
 Papaver orientale - Oriental Poppy
 Prunella - Prunella
 Pulsatilla vulgaris - Pasque Flower
 Rudbeckia spp. - Black-eyed Susan

Sagina subulata. - Irish Moss
 Salvia spp. - Sage
 Tradescantia spp. - Spider Wart
 Pulsatilla vulgaris - Pasque Flower
 Rudbeckia spp. - Black-eyed Susan
 Sagina subulata. - Irish Moss
 Salvia spp. - Sage
 Tradescantia spp. - Spider Wart

Grasses

Aristada purpurea - Purple Threeawn
 Bouteloua curtipendula - Side Oats Grama
 Elymus cineris - Great Basin Wild Rye
 Lolium spp. - Ryegrass
 Miscanthus spp. - Maidengrass
 Panicum spp. - Switchgrass
 Phalaris spp. - Ribbongrass
 Poa alpina - Alpine Bluegrass
 Poa secunda - Sandberg Bluegrass
 Schizachyrium spp. - Little Bluestem

Groundcover

Aegopodium podagraria - Bishop's Weed
 Ajuga spp. - Bugleweed
 Arctostaphylos uva-ursi - Kinnikinnick
 Fragraria sp. - Strawberry
 Gallium odoratum - Sweet Woodruff
 Hypericum calycinum - St. John's Wort
 Juniperus horizontalis - Wiltoni Juniper
 Juniperus sabina - Calgary Carpet & Buffalo
 Lamium spp. - Nettle
 Lysimachia nummularia - Creeping Jenny
 Phlox - subulata - Creeping Phlox
 Potentilla verna nana - Spring Cinquefoil
 Saponaria sp. - Soapwort
 Thymus spp. - Thyme
 Veronica spp. - Veronica
 Vinca minor - Vinca

Vines

Clematis sp. - Clematis
 Lonicera x brownii 'Dropmore Scarlet' - Dropmore Scarlet
 Honeysuckle
 Parthenocissus quinquefolia - Virginia Creeper

Plant List B

Trees

Abies concolor - White Fir
 Acer x freemanii - Autumn Blaze Maple
 Acer ginnala - Amur Maple
 Acer platanoides - Norway Maple
 Acer truncatum - Norwegian Sunset Maple
 Acer truncatum - Crimson Sunset Maple
 Alnus incana - Thinleaf Alder
 Amelanchier x grandiflora - Autumn Brilliance Serviceberry
 Crataegus crus-galli 'Inermis' - Thornless Cockspur Hawthorn
 Crataegus crus-galli 'Inermis' - Crusader Hawthorn
 Picea pungens - Colorado Green Spruce
 Pinus flexilis - Limber Pine
 Pinus mugo - Tannenbaum Mugo Pine
 Pinus nigra - Austrian Pine
 Pinus silvestris - Scotch Pine
 Populus x acuminata - Lanceleaf Cottonwood
 Populus angustifolia - Narrowleaf Cottonwood
 Populus tremuloides 'Erecta' - Swedish Aspen
 Tilia sp. - Linden

Shrubs

Caragana arborescens - Siberian Pea Shrub
 Cornus sericea - Redtwig & Alleman's Compact Dogwood
 Cornus sericea - Baileyi Dogwood
 Fallugia paradoxa - Apache Plume
 Lonicera tatarica - Tatarian Honeysuckle
 Mahonia repens - Creeping Oregon Grape
 Paxistima myrsinites - Mountain Lover or Oregon Boxwood
 Physocarpus malvaceus - Ninebark
 Potentilla fruticosa - Shrubby Cinquefoil
 Ribes alpinum - Alpine Currant
 Ribes aureum - Golden Currant
 Rosa Woodsii - Wood's Rose
 Salix spp. - Willow
 Sorbaria sorbifolia - Ashleaf Spirea
 Spiraea sp - Spiraea

Perennials

Achillea millefolium - Western Yarrow
 Aconitum columbianum - Monkshood
 Agastache rupestris - Hyssop
 Alcea sp. - Hollyhock
 Antennaria rosea - Pussy Toes
 Aquilegia caerulea - Columbine
 Arctostaphylos uva-ursi - Kinnikinnick
 Campanula spp. - Bellflower
 Fragaria spp. - Strawberry
 Gaillardia spp. - Gaillardia
 Hosta sp. - Hosta
 Linum spp. - Flax
 Lupinus spp. - Lupine
 Papaver nudicaule - Iceland Poppy
 Sedum spp. - Sedum
 Solidago sphacelata - Goldenrod
 Viguiera multiflora (Heliomeris multiflora) - Showy Goldeneye

Bulbs - As appropriate for Region

Plant List C

Trees

Abies lasiocarpa – Subalpine Fir
 Acer glabrum - Rocky Mountain Maple
 Juniperus scopulorum-Rocky Mountain Juniper
 Pinus aristata - Bristlecone Pine
 Prunus virginiana – Chokecherry
 Populus tremuloides - Quaking Aspen
 Pseudotsuga menziesii - Douglas Fir
 Quercus gambelii - Gambel Oak

Shrubs

Amelanchier alnifolia - Saskatoon Serviceberry
 Artemisia tridentata - Big Sage
 Atriplex canescens - Four Wing Saltbrush
 Cercocarpus ledifolius - Curleaf Mountain Mahogany
 Chrysothamnus nauseosus - Rubber Rabbitbrush
 Gutierrezia Sarothrae - Snakeweed
 Purshia tridentata - Antelope Bitterbrush
 Rhus glabra - Smooth Sumac
 Rhus trilobata - Three Leaf/Oakbrush Sumac
 Sambucus canadensis - Adams Elderberry
 Sambucus canadensis aurea - Golden Elderberry
 Shepherdia argentea - Buffalo Berry
 Symphoricarpos occidentalis - Western Snowberry

Perennials

Allium acuminatum - Tapertip or Wild Onion
 Aster spp. - Aster
 Balsamorhiza sagittata - Arrowleaf Balsamroot
 Calochortus nuttallii - Sego Lily
 Castilleja chromosa - Indian Paintbrush
 Erigeron spp. - Fleabane
 Eriogonum umbellatum - Sulfer Flower
 Geranium spp. - Geranium
 Helianthus - Sunflower
 Oenothera spp. - Evening Primrose
 Penstemon spp. - Penstemon
 Sphaeralcea spp. - Globemallow
 Vicia americana - American Vetch
 Wyethia amplexicaulis - Mule's Ear

Grasses

Achnatherum hymenoides - Indian Ricegrass
 Bromus marginatus - Mountain Brome
 Elymus lanceolatus spp. - Streambank Wheatgrass
 Festuca longifolia - Hard Fescue
 Festuca ovina - Sheep Fescue
 Festuca rubra - Red Fescue
 Festuca rubra commutata - Chewing Fescue
 Pascopyrum smithii - Western Wheatgrass
 Pseudoroegneria spicata - Bluebunch Wheatgrass
 Poa bulbosa - Bulbous Bluegrass
 Sitanion elymoides - Bottlebrush Squirreltail
 Stipa viridula - Needle Grass

Native Grass Seed Mix - Granite Seed (801)-768-4422

20.0% Slender Wheatgrass
 (Elymus trachycaulus ssp. trachycaulus)
 26.25% Western Wheatgrass
 (Pascopyrum smithii)
 22.5% Bluebunch Wheatgrass
 (Pseudoroegneria spicata ssp. spicata)
 5.0% Sheep Fescue
 (Festuca ovina)
 3.75% Sandberg Bluegrass
 (Poa sandbergii)
 22.5% Indian Ricegrass
 (Achnatherum hymenoides)

Seeding Rate

Broadcast - 30 lbs pounds per acre

Seeding shall be applied by broadcast and raked into the top 1/4" of the top layer of soil. Hydro-mulch shall be sprayed over the prepared seeded areas. Hydro-mulch shall consist of fertilizer at the rate of six (6) pounds per one thousand (1000) square feet and "fiber mulch" at the rate of fourteen hundred pounds (1400) per acre of area

Seeding shall occur only during the following seasons:

Spring - Spring thaw to May 1st

Fall - September 15th until consistent ground freeze.

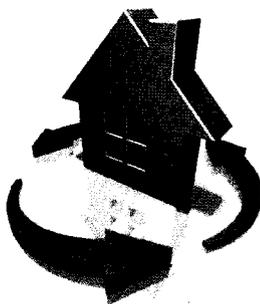
Building Sustainability

Park City Heights has been conceived and planned using sustainable site design concepts and green building principles. The main objectives are: (1) Create a standard where homes are durable, healthy, comfortable, affordable and energy-efficient; and (2) Protect, conserve and ensure the long-term availability of water, one of the community's most precious and scarce natural resources.

The Leadership in Energy and Environmental Design (LEED™) Green Building Rating System represents the U.S. Green Building Council's effort to provide a national standard for green building. By using established and innovative practices, standards and technologies, LEED provides common design guidelines and a third-party certification tool.

Sustainable building is a whole systems approach to the design, construction, and operation of the home and the community. By incorporating the building standards of the U.S. Green Building Council, Park City Heights will ensure that energy and resources are used efficiently.

Residential building quality is a very important and integral part of a sustainable community because it directly contributes to the long-term satisfaction of the people who live there. Park City's semi-arid climate makes certain that effective and sustainable water management is a constant priority. Reducing water consumption is critical to water conservation.



To create a more sustainable community and environment the following standards apply:

Each home must meet the LEED for Homes Silver Rating but owners are strongly encouraged to achieve a higher LEED for Homes rating when physically and economically viable establishing Park City Heights as the leading example in Park City's sustainability goals and objectives.

AND

Each home must achieve a combined 10 points within the Sustainable Sites Landscaping and the Water Efficiency sections of LEED for Homes Checklist.

Points achieved in this Landscaping and Water Efficiency section will count towards the overall score.

A Third Party Inspection is required to ensure that the home meets the LEED for Homes Silver rating. An industry standard third party inspector shall be selected by the Park City Chief Building official prior to permit issuance.



In addition to the requirements above, there are other fundamental elements that may be applied to achieve higher levels of sustainability and should be incorporated into each home. These sustainability elements include design practices that apply to three specific categories within the development:

- Building Sustainability
- Community Sustainability
- Landscape Sustainability

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

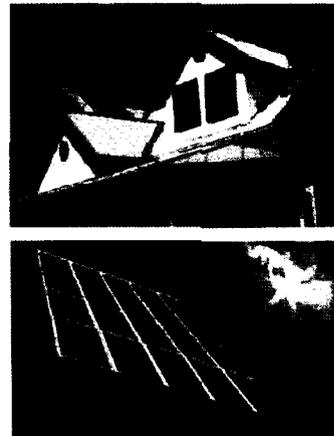
Ground Source Heat Pumps or Geexchange systems may be allowed where feasible but in no way may it interfere with adjacent properties. Solar Heating and a Ground Source Heat Pump may be combined to form a geosolar system for even greater efficiency. Any above grade equipment must be incorporated into 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).

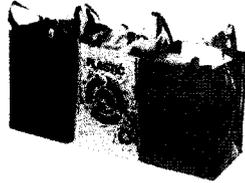
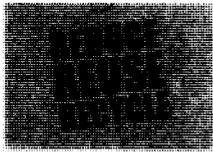


Solar placement may vary to maximize effectiveness

Building Sustainability

In-Home Recycling

It is required to provide an in-home recycling center in each dwelling unit where materials are separated and free from contamination. Encourage the use of available street side recycling service or materials can be taken to the Park City recycling center.



ENERGY STAR®

In addition to each home meeting the required LEED for Homes Silver Rating, all homes will be built to ENERGY STAR® Standards for the year in which the building permit is issued. All appliances installed should be ENERGY STAR approved.



Skylights

Skylights are an effective way to light and heat a home passively. Low-E glass or triple glazed acrylic units save energy and money while keeping the home more comfortable. Skylights must be integrated with the design of the home. Skylights should be designed as an integral part of the roof. Only flat skylights with clear or bronze glazing will be allowed, while bubble or dome skylights with frosted or colored glazing are not.

Light pollution from skylights will not be permitted. All light sources shall be shielded and both outdoor and indoor lighting will be carefully reviewed to assure that neighboring properties are protected from direct light sources.

Fireplaces

All fireplaces must be non wood burning and comply with Park City Municipal regulations. Apparatus that utilize alternate/renewable energy sources are encouraged.

Non Air-Conditioned Homes

Provide as an environmentally sensitive option to buyers to reduce energy consumption. This can be augmented by installing ceiling fans which improve interior comfort by circulating cold and warm air. Ceiling fans can be adjusted to either draw warm air upward during summer months or push it downward during the winter.

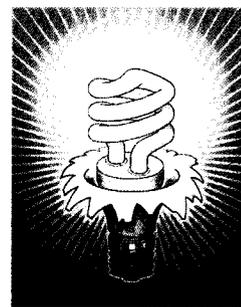
Heated Driveways

Heated Driveways may be allowed, but only if it receives its power from an Alternative Energy Source as specifically approved by the Design Review Board.

Lighting

Develop and design strategies to provide natural lighting in each home. It is encouraged to install high-efficiency lighting systems with advanced lighting controls. Include motion sensors tied to dimmable lighting controls and provide task lighting which reduces general overhead light levels.

All homes are required to install compact fluorescent lamps (CFLs), halogens, or light emitting diodes (LEDs), or other approved bulbs or light source at time of construction. These light bulbs and sources last longer and use less energy than traditional incandescent bulbs. Most states are incorporating new laws that effectively phase out the traditional light bulb. The Department of Energy has set efficiency standard levels for all light bulbs, and today's standard incandescents cannot meet those levels. The traditional incandescent light bulbs will not be allowed.



Community Sustainability

Transportation

Encourage alternative modes of transportation through site planning and building orientation that emphasize connections to sidewalks, bike paths and trail networks. Homes should be placed and built incorporating easy connections for pedestrian and bike access to trails, sidewalks and streets. These options make it easier for people to choose alternative modes of transportation that contribute to a more sustainable environment that is healthier and more enjoyable for everyone.

Open Space

Encourage design that emphasizes the natural connection to open space and parks. Provide maximum continuity of open space and preserve important natural vistas that reinforce a sense of place and relationship to the natural environment. Integrate views and access into the greenway network from homes. Promote the development of site plans that create attractive, comfortable outdoor spaces.

Topography

Integrate natural site features such as topography, views and vegetation into site design. Building placement should follow contours rather than being placed at right angles to the prevailing slope. On sloping sites, staggering placement of homes along opposite sides of the street, rather than siting homes directly opposite one another, can provide better preservation of views. Use topography to create continuous green space connectivity between homes. Retain the maximum possible amount of natural vegetation. Avoid excessive grading and cutting of hillsides.

Water Conservation

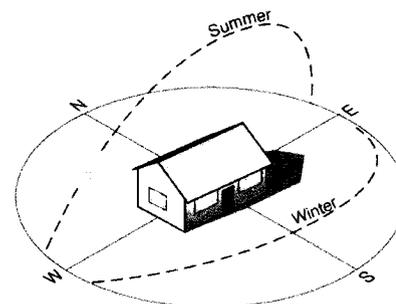
Incorporate the installation of low flow toilets and flow reducers on faucets and shower heads. Flow reducers can cut water usage of faucets by as much as 40% with little noticeable effect. Park City Heights has defined the minimum Low Flow as:

- Toilets - 1.5 gallons per flush
- Kitchen Faucets – 2.0 gallons per minute
- Bathroom Faucets – 1.8 gallons per minute
- Shower Heads – 2.4 gallons per minute

Solar Orientation

Where possible, the longer axis of the home should be oriented east/west. By orienting the home in that direction, the longer dimension of the home faces sunny south. The optimum position for maximum solar benefits is true south but you can vary the orientation within 15-20 degrees of that direction with minimal effect. This placement creates optimum conditions for the use of passive and active solar strategies reducing energy costs substantially.

Encourage site and building design that improves energy efficiency by incorporating natural cooling and passive solar heating. This may include extended eaves, window overhangs, awnings and tree placement for natural cooling, and building and window orientation to take advantage of passive solar heating.



Proper Home Orientation can substantially reduce Energy Consumption

Stormwater Management

Pervious pavement is designed to allow percolation or infiltration of stormwater through the surface into the soil below where the water is naturally filtered and pollutants are removed. Design that uses alternatives to reduce impervious pavement is a positive step toward improving the quality of our water resource and is highly encouraged. However, pervious pavement is easily compromised by plowing that dislodges pavers and sanding which disrupts the pavements filtration process and should be reviewed carefully.



Permeable pavement options should be explored

Community Sustainability

Fire Protection

Roofing Materials & Fire Sprinklers

Roofing Materials must be non-combustible and have a Class "A" Fire Rating. No wood shake roofing material will be permitted.

All buildings over 750 square feet must be constructed with an Automatic Fire Extinguishing System installed as required and approved by Park City.

Fires

No person shall build, ignite or maintain any outdoor fire of any kind for any purpose with the exception of a permanent barbecue, portable barbecue or grill and they are located a minimum of thirty (30) feet from any combustible material or nonfire-resistant vegetation.

Defensible Space

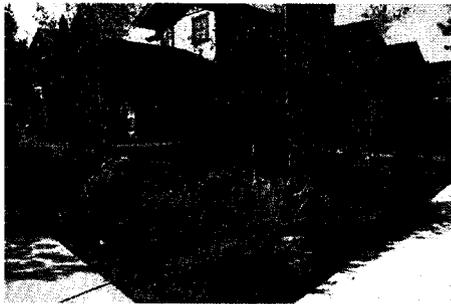
On all Homestead lots and those lots that are directly adjacent to existing shrub or tree vegetative growth owners should place an emphasis on utilizing fire-resistant vegetation or growth within the planned landscape adjacent to all buildings and structures to minimize the potential of transmitting fire from the native growth to any structure. (generally 30' minimum). Deadwood shall be regularly removed from trees.

Landscape Sustainability

Hydrozoning

Grouping plants that have similar water requirements. Hydrozoning is a key component of a water-efficient irrigation system and landscape. Plant species with similar needs should be selected and grouped within each hydrozone. It is also effective to create microclimate zones so that plants with higher water needs are closest to the house and plants with lower water needs are on the perimeter of the garden or landscape.

Each hydrozone will contain plants that will be irrigated on the same schedule, using the same irrigation method. Generally, each hydrozone is served by one valve or control zone (although more than one valve may be required to service an area due to flow and water pressure). By using controllers with multiple run times that are able to support low-volume systems (cycle and soak) and by dividing the landscape into hydrozones, each area will receive the amount of water it needs without puddling or runoff. The result of hydrozoning is improved plant health and less water use.



Turf not a dominate component of the landscape

Turf

Turf, when used, must not be a dominant component of the landscape. Individual homesites in the Park Home and Cottage Home lots shall not contain turf areas greater than 20% of the total lot area. Individual homesites in the Homestead lots shall not contain turf areas greater than 10% of the homes total lot area. All turf area must be located within the Enhanced Landscape Zone.

Irrigation

All landscape areas within the Enhanced and Transitional Landscape Zones shall be irrigated. All irrigation provided shall be drip irrigation with the exception of turf areas. All drip tubing shall be concealed below plant bed mulch and must remain covered at all times.

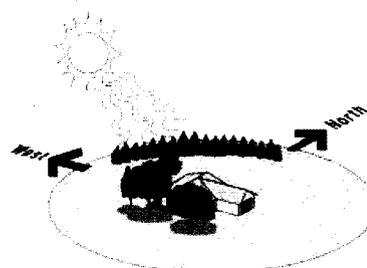
All irrigation systems shall be controlled by an automatic controller which includes a rain sensor. Rain sensors should be utilized to detect the presence of rainfall and disable the irrigation controller from operating during periods of wet weather. Rain Sensors should be adjusted to suit the requirements of the landscape and soil conditions for each home.

Rain Harvesting

Water tanks used for storing harvested rain from roofs are encouraged (see Roof Appurtenances/Rain Storage Devices for approvals). Rainwater tanks are installed to make use of rain water (rain, hail, sleet or snow) for later use especially for landscape watering, thus reducing one's reliance of culinary water for irrigation.

Shade Trees/Heat Gain

Deciduous trees placed on the south and east or west can shade your home in the summer before dropping their leaves in the winter to let the sunlight into your home. Trees can bring the ambient temperature down as much as five degrees on a hot day. This reduces heat gain, allowing for cooler ventilation. Deciduous trees and vines in front of south facing walls and windows will further cool homes.



Properly placed trees can reduce energy consumption throughout the year

Disclaimers

1. Any Commercial or Community structures proposed within the project boundaries are required to follow these Design Guides and should follow all Guides required for Park Homes.
2. Unless addressed in these Guides all additional requirements must follow the projects Codes, Covenants and Restrictions (C.C. & R'S) as adopted and/or the Park City Municipal Codes.
3. Illustrations and Photos are included throughout the Guidelines to help convey the thoughts and concepts described in the document's text. These images are intended to express general design concepts and are not meant to impose specific plans or design solutions.

**WATER AGREEMENT BY AND BETWEEN PARK CITY
AND IVORY DEVELOPMENT, LLC**

This WATER AGREEMENT (the "Agreement") is made and entered into as of the 31 day of November, 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 DEVELOPMENT, LLC ("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. Developer 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 the Developer 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.

- 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.

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

By: Jack Thomas
Jack Thomas, Mayor

Dated this 31 day of October, 2014.

ATTEST:

Marci Heil
Marci Heil, City Recorder

Dated this 31 day of October, 2014

APPROVED AS TO FORM:

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

Dated this 31 day of October, 2014.

PARK CITY WATER SERVICE DISTRICT,
A special service district.

By: Jack Thomas
Jack Thomas, Chairman

Dated this 31 day of October, 2014.

ATTEST:

Marci Heil
Marci Heil, City Recorder

Dated this 31 day of October, 2014

APPROVED AS TO FORM:



Thomas A. Daley, Sr., Deputy City Attorney

Dated this 31st day of oct, 2014.

IVORY DEVELOPMENT, LLC

By: 

Name: CHRISTOPHER P. SAMIROULAS

Its: PRESIDENT

Dated this 30th day of OCTOBER, 2014

Exhibit A- Annexation plat

- 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 31 day of October, 2014.

[Signatures on following page]