

Planning Commission Staff Report



PLANNING DEPARTMENT

Subject: Park City Heights Pre-MPD
Author: Kirsten A. Whetstone, AICP
Date: July 14, 2010
Project Number: PL-10- 01014
Type of Item: Pre-Master Planned Development

Summary Recommendation

Staff recommends the Planning Commission review the Park City Heights pre-Master Planned Development (MPD) application and conceptual plan, take public input, and consider approving findings of initial compliance with the Park City General Plan.

The purpose of this meeting is to:

- Discuss the proposed MPD conceptual plan
- Take public input
- Discuss findings prepared by staff
- Consider finding initial compliance with the Park City General Plan
- Provide direction to the applicants regarding the MPD submittal

Description

Project Name: Park City Heights pre-Master Planned Development
Applicant: Boyer Park City Junction, L.C. and Park City Municipal Corporation
Location: Southwest corner of the intersection of State Highway 248 and Highway US 40- the MPD application includes approximately 239 acres of the 286 acres of recently annexed land.
Zoning: Community Transition (CT)
Adjacent Land Uses: Municipal open space; single family residential subdivisions; vacant parcel to the north zoned County- RR; and vacant parcel to the south zoned County- MR; Park City Medical Center (IHC) and the Park City Ice Arena/Quinn's Fields Complex are on the northwest corner of the intersection.
Reason for Review: Pre-Applications for MPDs require Planning Commission review and finding of initial compliance with the General Plan in order to go forward.
Owner: Park City is 50% owner with The Boyer Company of the larger parcel (175 acres) to the south and 24 acres of the front open space parcel. Park City owns outright approximately 40 acres, 20 within the open space to the north and 20 at the north end of the development parcel.

Pre-Master Planned Development public meeting

The Land Management Code (LMC) (Section 15-6-4 (B)) requires a pre-application public meeting to discuss a Master Planned Development (MPD) conceptual plan and determination of whether the proposal is in initial compliance with the Park City General

Plan prior to the applicant submitting a final MPD application. The purpose of the pre-application public meeting is to have the applicant present preliminary concepts and give the public an opportunity to respond to those concepts early in the planning process.

The Planning Commission must make findings of initial compliance with the General Plan prior to a formal MPD application being submitted and can provide direction to the applicant regarding items that need to be addressed with the MPD submittal.

Background

After a process that took many years, on May 27, 2010, the City Council voted to annex 286.64 acres of the area known as Park City Heights (see Exhibit A). When the Planning Commission reviewed the annexation application on April 9, 2008, it asked that final MPD application address several areas of concern, including:

- overall density in terms of number of single family/market rate lots,
- location of units on the site in consideration of sensitive lands (ridgelines, etc),
- better integration of the affordable units within the overall project,
- entry area needed to be redesigned to provide a neighborhood gathering location and better sense of arrival,
- sustainability and water conservation, and
- a greater overall design/appearance as a residential community that relates to Park City's resort identity rather than as a "cookie cutter" suburban subdivision.

On November 12, 2009, Council approved a land purchase agreement to acquire a 50% interest in approximately 200 acres of the 286 acre annexation property. A condition of the Purchase and Sale Agreement with Boyer Company, the annexation petitioner, required the parties to enter into a Co-Tenancy Agreement prior to closing. Additionally, prior to November 12th, the City acquired the two Talisker parcels within the Annexation property (approximately 40 acres) and became a co-applicant in the annexation.

On November 19, 2009, Council conducted a public hearing and approved the Co-Tenancy Agreement. This agreement creates a two (2) year window for additional public process, planning, and negotiation regarding the form the public/private partnership will take. If an agreement on the Development Plan for Park City Heights is not reached within two (2) years, Boyer may exercise an option and the City will buy the remaining 50% interest in the property. On May 27, 2010 the Council adopted an Ordinance approving the annexation. Now that the property has been annexed, Master Planned Development (MPD) approval from the Planning Commission is required prior to any development or site work or building permit approvals.

Since November 2009, the applicants and City Staff have worked together on amendments to the concept site plan to address the Planning Commission's concerns, as well as direction from the City Council including amendments to the affordable housing plan, water agreement, and details of the overall annexation agreement.

Staff and the applicants finalized the annexation agreement, including a water agreement between the City and the applicants (Exhibit B).

On May 27, 2010, the City Council voted to adopt an ordinance approving the Park City Heights Annexation agreement which included the water agreement. The Council also voted to approve Community Transition (CT) zoning for the entire 286 acres.

On June 17, 2010, the applicant provided an updated pre-MPD submittal, including a revised conceptual site plan for a mixed residential development on 239 acres of the total 286 acres annexed (Exhibit C). The remaining annexed area is owned by separate parties and is not subject to this MPD. A pre-MPD application was submitted with the revised annexation application in 2005 as required by the code. The pre-MPD provided the basis of the density discussion during the annexation review process. The revised conceptual plan consists of 239 residential units, including:

- 160 market rate units in a mix of cottage units on smaller (6,000 to 8,000 sf lots) and single family detached units on 9,000 to 10,000 sf lots,
- 44.78 Affordable Unit Equivalents configured in approximately 28 deed restricted affordable units to satisfy the IHC MPD affordable housing requirement,
- 32 Affordable Unit Equivalents configured as approximately 16 deed restricted affordable units to meet the CT zone affordable housing requirement, and
- 35 deed restricted affordable units that Park City Municipal proposes to build consistent with one of its stated public purposes in the acquisition of an ownership interest in the land.

Affordable housing units are proposed as a mix of stacked condominiums, townhouses and cottage style units. The total unit count of 239 includes all of the affordable units, including those that could be exempted from maximum density calculations per the LMC.

The plan includes approximately 175 acres of open space (73% open space), a community play field, club house, and interconnecting trails throughout the development with connections to the city wide trail system, including an extension to the Rail Trail.

Analysis

Density

The revised conceptual plan includes a reduction from 200 to 160 market rate units reflecting a 20% decrease in the number of market units from earlier plans. The proposed density is consistent with the Annexation Agreement. The conceptual plan includes 79 affordable deed restricted units for a total of 239 dwelling units on the 239 acre MPD property. The density ratio is one (1) unit per acre, including the affordable units. This density is consistent with the CT zone for residential MPDs. If the 46 required affordable housing units (IHC and CT zone obligations of 20%) are excluded from the density calculations, as allowed by the LMC, the net density ratio is 0.81 units per acre.

Staff requests discussion on the idea of converting some residential UEs to commercial for small neighborhood support commercial, such as a general store/café with a neighborhood oriented office component on the second floor. One (1) residential UE (2000 sq. feet) could be reserved for future commercial in an effort to be more sustainable. The entry area would be an appropriate location for a little “depot stop” near the Rail Trail bike path, for snacks, sandwiches, coffee, cold drinks, as well as having a second story office component to collect year round rent to support the neighborhood

commercial use. **Staff requests discussion on the proposed density and potential of including neighborhood commercial uses within the MPD. Is the proposed density consistent with the General Plan goals and objectives as discussed later in the report?**

Revised Conceptual Site Plan

The conceptual site plan has been revised to address Planning Commission concerns for:

- greater integration of the affordable and market units,
- greater clustering of units around a common green area,
- enhanced backyards adjacent to open space,
- locating units 60' to 70' lower on the slope,
- enhanced neighborhood entry and identity,
- further minimize visual impact by moving development off the ridge closest to the Rail Trail at the northern portion of the site,
- enhanced resort character with a winter tubing hill amenity proposed on a portion of the interior neighborhood open space to provide a neighborhood winter recreation amenity,
- enhanced trail locations and connections, and
- enhanced community play field within common area near entry and multi-family units.

A final detailed site plan will be a required element of the Master Planned Development application. **Staff requests discussion on the revised conceptual site plan (see below Annexation Agreement and Water Agreement for discussion of required Green Building, water conservation, and other best planning practices for site planning, etc.)**

Annexation Agreement

The Annexation Agreement (Exhibit B) specifically addresses the Council's direction on the Park City Heights annexation, pertaining to affordable housing, residential density, trails, transportation improvements, and sustainable design, including water conservation requirements, in addition to the usual subjects of annexation agreements. The conceptual plan complies with the general direction provided by the Council.

The Annexation Agreement includes specific requirements for sustainability, including green building and water conservation requirements as follows:

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 MPD approval) OR reach LEED for Homes Silver Rating (minimum of 60 points)...

In addition to requiring specific Green Building standards the Annexation Agreement identifies specific water conservation requirements as follows:

... 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.

Water Agreement

The water agreement limits initial water delivery to the project by capping the number of initial UEs that may be occupied until the Quinn's water treatment plant is completed. Phase I is limited to a maximum of 180,000 sf of residential development and shall not exceed 90 UEs or 90,000 gallons of water per day of demand.

Subsequent development is required to be phased to provide time for the City to construct a water treatment plant capable of increasing the City's water source capacity by a minimum of 1,500 gallons per minute (gpm). The City anticipates the water treatment plant will be operational and capable of increasing the City's water source capacity by a minimum of 1,500 gpm on or before October 14, 2011. The agreement limits issuance of temporary or permanent certificates of occupancy to any development beyond Phase I to the date on which the water treatment plant is operational as stated.

Other notable elements of the water agreement include:

- Location and construction of a culinary water tank and culinary water distribution lines.
- Provision of rights of way for potential future City-owned water infrastructure including an additional raw water tank.
- Cost sharing of water systems and infrastructure.

Phasing of Development

Phase I is anticipated to include the IHC and CT zone required affordable units and market units that can be accommodated with the existing water infrastructure. Phase I includes the entry area, community play field, trail connections to the Rail Trail, and the multi-family and cottage units located within the northern most development pod and loop road located closest to Richardson's Flat Road (see Exhibit D). Construction of the upsized water tank would not occur with this phase and infrastructure would be limited to that necessary to provide service to the Phase I units. Anticipated timeframe is for the construction phase for Phase I to begin Spring of 2011.

Phase II will be timed to market demand. The owners have confirmed that they would not proceed with bonding and/or installation of infrastructure without documentation of market feasibility and preliminary developer interest in the property. Given current economic climate it is likely that infrastructure for the bulk of Park City Heights would not occur prior to 2012.

Land Management Code

The Community Transition (CT) zoning requirements are as follows:

CT Zone	CODE REQUIREMENT	PROPOSED
SETBACKS:		
*FRONT:	25' (minimum of 100' to SR 248 ROW per ECPO)	Varies from 150' to 270'
*SIDES	25'	25' or greater
*REAR	25'	25' or greater
HEIGHT	28' plus 5' (33') for pitched roof with a minimum slope of 4:12	33' with pitched roofs anticipated for all cottage units and single family detached units. Height exception may be requested for multi-family unit buildings.
DENSITY	Maximum density is 1 dwelling unit per acre for MPDs- excluding required affordable housing units	239 units on 239 acres (this includes all required affordable housing units per the Annexation Agreement)
LOT SIZE/FLOOR AREA RATIO	No minimum lot size, no maximum floor area of Floor Area Ratio (FAR)	No lot size, floor area ratio information available.
OPEN SPACE	Minimum of 70% for MPDs	73%.
**PARKING	2 per dwelling unit	2 per dwelling unit

*Master Planned Developments require a 25' setback around the perimeter of the MPD. Sensitive Lands Overlay (SLO) requires additional setbacks. Setbacks from property lines of individual platted lots within the MPD shall be determined by the Planning Commission at the time of the MPD approval.

**Parking in an MPD in the CT zone is required to be 60% in a structured/tiered arrangement. All parking for the residential units is proposed to be within garages or structures. Parking requirements maybe increased or decreased by the Planning Commission during the MPD review.

General Plan Discussion

The specific elements of the General Plan that apply to this project are included in the following analysis.

Goals

The General Plan, in the Community Direction section, establishes goals designed to address foreseeable problems and express community aspirations. The following key goals are applicable:

- Preserve the mountain resort and historic character of Park City.
 - Future development should complement the existing historic and resort qualities of our mountain community.
 - New development... should be modest in scale and utilize historic building and natural building materials. New structures should blend in with the landscape.
- Preserve environmental quality, open spaces, and outdoor recreational opportunities.
 - Preserve an attractive, healthy environment with clean air and natural landscapes. To preserve the natural views of the mountains and meadows, new development... should be focused in less visible areas.
 - Retain maximum possible amount of natural vegetation, screen structures, and preserve natural quality of the landscape.
- Maintain high quality of public services and facilities.
 - Community should continue to provide excellence in public services and community facilities to meet the needs and desires of residents and visitors.
 - Maintain the unique identity and character of an historic community

Community Character Element

The project is located adjacent to the Highway 40/248 planning area, also in the Quinn's Junction planning area. New residential developments should be modest in scale and utilize historic and natural building materials.

Applicable "Developing Areas Actions" include:

- Promote the use of such building materials as wood siding, rock accents, earth tones, and metal roofs that have historic precedents in a mountain community context.
- Minimize parking expanses between the street and the front facades of buildings. Require landscaped entries that connect with streets to provide easy, safe pedestrian access.
- Minimize architectural styles and signage that are clearly not in keeping with the mountain resort (and historic) character of the community.
- On development near City entries, enact special controls regarding setbacks, landscaping, building mass, and character.

Land Use Element

The General Plan's Land Use Plan identifies the subject site as undeveloped open land and possible low density residential receiving zone.

- The General Plan discusses the following elements for development: architectural character, controlling lighting and size, requiring well-engineered streets, maintain pedestrian linkages from neighborhoods to commercial areas minimize expanses of parking, enhance landscape buffers at street edge and at entrances, etc.
- Community Design policies encourage comprehensive, efficient developments that consider overall impacts on surrounding properties.

Open Space Element

The Open Space element seeks to support a community preference for retaining the openness unique to Park City and avoiding the planning and development pitfalls that can result from urban sprawl. This element also incorporates visual preferences of residents regarding the value of a variety of types of open spaces, including the openness of entry corridors.

- Demand special attention to the entryway areas, including Highways 40, 224, and 248 with site planning parameters that create open space corridors.

Environment Element

This element focuses on policies and actions that protect and enhance the environment, aesthetics, and unique natural resources of the community.

- Encourage comprehensive, efficient developments that consider the overall impact on surrounding properties. Phasing plans for such projects will be necessary to avoid the premature expansion of utilities and other public facilities.
- Approve development only when adequate public services and facilities are available, or will be available when needed to serve the project.
- Wildlife habitat and migration routes should be considered in developments.
- A balance must be maintained between development, recreational activities and the natural environment. It is important to work cooperatively with State and Federal government agencies to resolve issues. Environmental considerations must be part of the community planning, recreational development, and planning of large-scale events.
- Water resources, Air quality, Energy, Material Resources, and Aesthetics are important considerations for development in Park City.

Staff finds that the pre-MPD conceptual plan generally complies with these General Plan elements and that additional details, as described below, are required as part of the final MPD application in order for the Park City Heights development to fully comply with the intent and purposes of the General Plan. **Staff requests discussion and direction from Planning Commission regarding these General Plan Elements.**

Process

Approval of the pre-application is the first step in the MPD process and focuses on General Plan and zoning compliance for the proposed MPD. Based on public input, Planning Commission direction, and findings of initial compliance with the General Plan,

the applicant may submit a MPD application. The MPD application shall address the following:

- detailed site planning issues (development areas, open space, sensitive lands, visual analysis, character of the development, lot layout, etc.);
- setback requirements for individual lots and buildings within the MPD;
- architectural character (building design, materials, height exceptions, etc.);
- green building requirements, landscaping, and water conservation;
- parking and circulation (vehicular, pedestrian, trails, emergency vehicles, public transit, etc.);
- land uses, such as allowed MPD support uses and integration of affordable units; and
- general compliance with all applicable requirements of the LMC for Master Planned Developments and the CT zone.

Master Planned Developments require a public hearing and final action by the Planning Commission. A development agreement is required to be ratified by the Planning Commission before any development work can begin. A subdivision plat, to create legal lots of record, dedicate streets and easements, and identify open space parcels, trails, common areas, etc. is a requirement prior to site work and building permits. Subdivision plats are reviewed by the Planning Commission with final approval by the City Council. Building Permits are required prior to any construction activity.

Notice

Notice was published in the Park Record and posted according to requirements of the LMC. Courtesy notice letters were sent to affected property owners according to requirements of the LMC.

Public Input

Public input was received at public hearings conducted in 2008- 2010 regarding the annexation and proposed development plans. Public input from members of the Hidden Oaks/upper Deer Valley neighborhoods has consistently requested that no through streets be permitted connecting the Park City Heights property to the Hidden Oaks/upper Deer Valley neighborhoods. Staff received an email from a resident in Solamere indicating that he had no objections to the annexation however, requests assurance that there will “never be direct access from this or any other development through the Oaks and thus Solamere.” At the time of writing this report, no public input has been received regarding the pre-MPD application.

Recommendation

Staff recommends the Planning Commission discuss the findings, amend them as necessary, and approve the findings for the pre- Master Planned Development application for Park City Heights.

Findings of Fact

1. The 239 acre Park City Heights Master Planned Development property is located within the Community Transition (CT) zoning district.
2. This property is subject to the Park City Heights Annexation plat and Annexation Agreement, including the Water Agreement, as approved by the Park City Council on May 27, 2010.

3. On April 9, 2008, the Planning Commission voted to forward a positive recommendation to the City Council on the 286.64 acre Park City Heights Annexation that included the 239 acre MPD property. A pre-MPD application was submitted with the revised annexation application on July 5, 2007 and reviewed by the Planning Commission and City Council as part of the annexation review.
4. The Planning Commission found the proposed annexation in compliance with the General Plan, with the caveat that the final MPD application addresses several areas of concern. Those areas of concern include 1) overall density (reduction of market units and limit on total units, including affordable units), 2) location of units on the site in consideration of sensitive lands, 3) better integration of the affordable units within the overall project, 4) enhanced entry area to better identify a neighborhood gathering area and sense of arrival, 5) sustainability and water conservation requirements, and 6) a greater overall design/appearance as a residential community that relates to Park City's resort identity rather than as a "cookie cutter" suburban subdivision.
5. On November 12, 2009, Council approved a land purchase agreement to acquire a 50% interest in approximately 200 acres of the 239 acre annexation property.
6. On May 27, 2010, City Council voted to adopt an ordinance approving the Park City Heights Annexation approving an annexation agreement and water agreement. The Council also voted to approve Community Transition (CT) zoning for the entire 286 acres.
7. On June 17, 2010, the applicant provided an updated pre- MPD submittal, revising the July 5, 2007 application submitted with the revised annexation application. The revised application included a revised conceptual site plan, for a mixed residential development consisting of 239 dwelling units on 239 acres.
8. The pre-MPD application consists of 1) 160 market rate units in a mix of cottage units on smaller (6,000 to 8,000 sf lots) and single family detached units on 9,000 to 10,000 sf lots, 2) .44.78 Affordable Unit Equivalents configured in approximately 28 units to satisfy the IHC MPD affordable housing requirement, 3) 32 Affordable Unit Equivalents configured as approximately 16 units to meet the CT zone affordable housing requirement for Park City Heights, and 4) approximately 35 affordable units the City proposes to construct consistent with the stated public purposes in the acquisition of an ownership interest in the land.
9. Affordable housing units are proposed as a mix of stacked condominiums, townhouses and cottage style units. The final configuration and mix will be determined prior to submittal of the MPD application.
10. The plan includes approximately 175 acres of open space (73% open space), a community play field, club house, and interconnecting trails throughout the development with connections to the city wide trail system, including an extension to the Rail Trail.
11. The plan includes approximately 175 acres of open space (73% open space), a community play field, club house, and interconnecting trails throughout the development with connections to the city wide trail system, including an extension to the Rail Trail.
12. Setbacks within the CT zone are twenty five feet (25') from the perimeter of the MPD property. The conceptual plan complies with these setback requirements.
13. The Planning Commission may approve decreased setbacks for individual lots within the MPD at the time of MPD and subdivision plat approval.
14. Approval of a final subdivision plat is a condition precedent to issuance of building permits.

15. A phasing plan and overall construction mitigation plan will be reviewed as part of the final MPD review.
16. Trails and linkages to trails shown on the City's Master Trail Plan will be reviewed as part of the final MPD review.
17. Residential development requires a Conditional Use permit in the CT zone to be reviewed concurrently with the final MPD review.
18. Intermountain Health Care's affordable housing units were transferred to the Park City Heights property per the Park City Heights Annexation Agreement and the Intermountain Health Care/USSA/Burbidge Annexation Agreement.
19. Utilities, such as water, sewer, electricity, phone, and cable will need to be extended to the site and a utility phasing plan will be reviewed as part of the final MPD review.
20. Access to the property is from Richardson's Flat Road, a public road and the two upper estate lots have access from Sunridge Cove within the Hidden Oaks at Deer Valley Subdivision.
21. The pre-MPD application 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.
22. A finding of compliance with the General Plan is required prior to submittal of applications for the Master Planned Development and Conditional Use permit.
23. Compliance with applicable criteria outlined in the Land Management Code, including the CT zone (Section 15-2.23) and MPD (Section 15-6) is required as part of the final MPD review.
24. Planning Commission action for General Plan compliance does not constitute approval of a Conditional Use Permit or Master Planned Development. General Plan compliance allows an applicant to submit a formal MPD application for Planning Commission review.
25. The discussion in the Analysis section is incorporated herein.

Conclusions of Law

1. The pre-MPD application complies with the Land Management Code, Section 15-6-4(B) Pre-Application Public Meeting and Determination of Compliance.
2. The proposed pre-MPD application initially complies with the Park City General Plan, as conditioned.

Conditions of Approval

1. The following items shall be submitted with the MPD/CUP application, in addition to all required MPD submittal information:
 - a detailed site plan (lot layouts for development areas and phases, setbacks for individual lots and multi-family buildings, demonstration of the integration of affordable and market units) consistent with the General Plan Elements;
 - preliminary subdivision plat;
 - statement of architectural objectives and character, including architectural elevations, exterior materials/colors/details, and building height;
 - statement of green building objectives and compliance with annexation agreement requirements, including landscaping and water conservation objectives;
 - consideration of additional land uses, such as allowed support uses and amenities;

- parking and circulation objectives and plans (vehicular-street widths, pedestrian, trails, emergency vehicles, public transit, bike lockers, bus stops, etc.);
 - visual analysis from identified vantage points (revised to reflect proposed site plan);
 - phasing plan for development and extension of utilities and trails;
 - existing and final grading plan identifying cut and fill areas, grade retaining structures, storm water detention areas, etc;
 - an affordable housing plan consistent with the Annexation Agreement describing unit sizes, configurations, rental and sale restrictions, occupancy requirements, etc
 - wildlife corridors and proposed mitigation for impacts to these corridors and additional information regarding mitigation for sage grouse habitat losses.
2. All conditions of the Park City Heights Annexation Agreement, including the Water Agreement shall be complied with.

Exhibits

Exhibit A- Minutes of the April 2009 Planning Commission meeting

Exhibit B- Annexation Agreement (includes the annexation plat and Water Agreement)

Exhibit C- Conceptual site plan

Exhibit D- Conceptual phasing plan

Exhibit E- Visual Analysis from previous conceptual plan

Exhibit F- Sensitive lands analysis

MOTION: Commissioner Pettit moved to CONTINUE the Nakoma Condominiums matter to April 23, 2008 and the 154 McHenry Avenue matter to May 28, 2008. Commissioner Pettit seconded the motion.

VOTE: The motion passed unanimously.

1. Park City Heights - Annexation Request

Planner Kirsten Whetstone reviewed the request to annex approximately 286 acres in the Quinn's Junction area in the southwest corner of SR248 and US40. The applicants are requesting a Community Transition Zone with an MPD. An MPD was submitted as a requirement of the annexation submittal and includes 157 market rate lots and 64 affordable housing units, which will come from three places. The first is the 157 Lots proposed with the MPD, the second are 28 units transferred from the IHC Hospital site, and third are the 16 stacked flat units from the Talisker/Empire Pass project. Those affordable housing units are not included in the overall density. An additional 82 deed restricted affordable housing units are also being proposed with this master plan. The master plan includes 239 acres and a proposed density of 239 units at a 1:1 ratio, per the CT zone and the master planned development.

Planner Whetstone reported on issues that were left unresolved at the last meeting regarding the School Board. The Staff report contained information on the school district, as well as the affordable housing.

Gary Hill reported that School Board Member Mike Boyle was ill and was unable to represent the School District this evening. He asked Mr. Hill to express his apologies to the Planning Commission and to convey some of his comments. Mr. Boyle felt the information provided in the Staff report accurately reflects the School Board's position relative to the annexation, specifically the last paragraph on page 2 which says, "The overarching sentiment from the District representatives, however, was that regardless of the annexation, if growth occurs in the district boundaries, the School District will build its programs to meet the need." Mr. Hill noted that Mr. Boyle followed up his comment by saying that the School District responds to growth, but they do not encourage nor discourage it. Therefore, the School District does not have a formal position on this annexation. However, the School District believes there are beneficial offsets, including the additional affordable housing and additional tax revenue.

Planner Whetstone understood that Phyllis Robinson was planning to attend this meeting to answer their questions regarding affordable housing.

Planner Whetstone noted that the Staff had provided alternative findings for Planning Commission consideration. Findings A were prepared for a recommendation to the City Council for the annexation and MPD as currently proposed. Findings B would eliminate the 30 Talisker affordable deed restricted twin homes. Findings C were findings for denial. If the Planning Commission chooses to deny the application, the Staff would like the opportunity to craft Findings C a little differently.

The Staff recommended that the Planning Commission forward a positive recommendation with Findings A to the City Council.

Spencer White, representing the applicant, stated that he went back into the archives and found the comprehensive plan in the Land Management Code that was in effect at the time the pre-annexation settlement agreement was put in place with the original property owners. He noted that the settlement agreement talks about low to medium density residential. In the Code at that

time, the low density residential was 3 dwelling units per acre and the medium density residential was 5 to 8 dwelling units per acre. Mr. White submitted a copy of that document for the record.

Mr. White had also compiled a summary of the Park City Heights project from the General Plan as it applies to Highway 40 and 248 southwest. He also submitted a copy of that document for the record.

Mr. White stated that the applicants had met with the School District since the last meeting and he believed they had addressed all of the issues concerns raised at that meeting.

David Smith, representing the applicant, reviewed an aerial map and outlined the history of how the density was determined. He recalled that the initial submittal was made in January 2005. In the Spring of 2006, United Park was asked by the City to consider joining with Boyer Plumb in creating a comprehensive plan submittal for the site. By the time the Task Force was formed in the Fall of 2006, the 200,000 square feet of commercial had been eliminated by Boyer Plumb and the joint submittal at that point was for 352 units. In May 2007, halfway through the Task Force, those units had been reduced to a range between 317 and 335. By the time they emerged from the Task Force process in the Fall of 2007, the density had been further reduced to 275 units. At that point the 28 units from IHC were also included for a total density of 303 units.

Mr. Smith identified the five acre site on the aerial map where the IHC units were originally proposed before they were pushed into the joint application area. That five acre site on the IHC property would now remain open. Mr. Smith believed that the total density of 303 units includes units that should not be in the calculation. He noted that the density calculation also includes the deed restricted, affordable/attainable units. Mr. Smith stated that of the 82 affordable/attainable units, 52 of those units are the balance of the off-site required affordable housing of United Park under the '99 and 2007 development agreement. That leaves a balance of the so called 30 extra. For purposes of this discussion and in an effort towards a positive recommendation, Mr. Smith remarked that the Planning Commission could consider removing the 30 extra units from United Park and reserve that discussion for the City Council in the event the City would want to include those 30 units to address its affordable housing needs.

Commissioner Russack asked if the 52 units would fulfill the remaining requirements for the United Park obligation. Mr. Smith replied that the off-site obligation would be fulfilled with those 52 units. Commissioner Russack asked if the application for Marsac Avenue would be withdrawn. Mr. Smith was not prepared to answer that question without knowing what would be approved on any of these other applications.

Commissioner Peek asked if the 52 units reflect the recent Prospector acquisitions of affordable housing. Mr. Smith answered no.

Commissioner Pettit understood from the amendment to the housing technical report that currently 15.6 AUE's are either completed or under construction. There are another 170.25 AUE's in submitted applications, which include the application related to Park City Heights, and

another 35.4 potential AUE's in other locations being explored. Commissioner Pettit understood that United Park is appropriately hedging because they have no idea what will happen or where. She just wanted to understand of how these units fit in the overall picture.

Chair O'Hara opened the public hearing.

There was no comment.

Chair O'Hara closed the public hearing.

Commissioner Russack asked if the City has ever approved an annexation without defining a specific density. City Attorney Mark Harrington remarked that the City has had smaller annexations come in with base zoning designated. It really depends on the annexation. Commissioner Russack thought that most applications would not want an annexation approval without some density associated with it. Commissioner Russack stated that in looking at the benefit to the community, he wanted to know at what point in the process they would define the most appropriate type of affordable housing for the community. Planner Whetstone explained that an official affordable housing plan is required at the time of the master plan development for Planning review and recommendation; but the City Council, acting as the Housing Authority, actually finalizes that plan. At that time, the Housing Authority would also finalize the mix of housing. She outlined the process for determining the appropriate mix.

Commissioner Wintzer stated that the difficulty is trying to establish the benefit. It is easy to establish the benefit of open space; but it is harder to identify the benefit of affordable housing without knowing more specifics about the units in relation to the community need. He wants to make sure this is a benefit since that is why the developer is getting the increased density.

Phyllis Robinson pointed out that the chart in the Staff report is concurrent with Housing Resolution 17-99, which is the housing resolution that would govern this project, with the exception of a few units. Ms. Robinson stated that the Planning Commission should be looking at the requirements for affordable housing within this project and not so much at the benefit. The Housing Resolution sets the parameters at 80% area median income and that varies based on household size and unit size. Ms. Robinson remarked that they do go into more depth at the master planned development stage in terms of density approvals and the specifics of the affordable housing. Regarding the benefit, Ms. Robinson pointed out that the benefit is the units being offered over and above the base requirements.

Mr. Smith stated that when United Park was first approached by the City about the possibility of joining together for a cohesively planned joint development, one of the priorities communicated by the City was to look at affordable and attainable housing that would apply to a range of incomes and pricing. The applicants have consistently affirmed throughout this process that they are willing to take the City's lead in terms of meeting those objectives.

Commissioner Russack asked if the number could still be adjusted if Talisker decides at the MPD stage that they do not want to build 52 units because 10 or 20 units can be built

somewhere else. Planner Whetstone stated that it would depend on how the master planned development is approved, but that number could be reduced through an amendment to the MPD.

Mr. Harrington stated that it would also depend on timing, because the MPD for this project could go forth prior to final decisions on the other parcels. He preferred that the Planning Commission focus on what they believe is an appropriate density for the general parameters. They could include a general recommendation to the City Council to address the possibility of units being built somewhere else.

Commissioner Pettit referred to paragraph 10 of the Annexation Agreement that addresses the affordable housing requirement. She noted that subparagraph A talks about the affordable housing requirement for the Park City Heights MPD and states that, "This requirement shall be satisfied by the construction of said units within the Park City Height MPD property." Subparagraph B references the IHC affordable housing units. Commissioner Pettit thought the language in subparagraphs C and D, suggests "may be satisfied" and "may be allowed to be constructed." Mr. Harrington replied that the language was drafted that way to provide the Planning Commission with more flexibility. He stated that the intent was also for the Planning Commission to refine that language as part of their recommendation.

Commissioner Pettit noted that the paragraph also states that, "Affordable employee housing shall be provided in a manner consistent with the findings and conditions with the understanding and agreement of the parties." In the conditions attached to the Staff report, she did not see additional references to any findings that relate to affordable housing. The resolution talks about a housing plan but she could not find any correlation with the MPD section of the Land Management Code in terms of submission of the housing plan. Commissioner Pettit asked if it made sense for the findings to memorialize the requirements and how it relates to the next step moving forward, with regards to how that housing plan will be laid out throughout the process.

Mr. Harrington replied that there is an incorporation by reference of compliance with the resolution that would address the plan process. He noted that findings 7 through 10 incorporate that resolution. If the Planning Commission and City Council move forward, the findings would be updated to reflect the specifics.

Planner Whetstone pointed out that the Task Force findings were also referenced with regard to the specifics.

Commissioner Murphy asked if the School District is aware of the projected deficit. Mr. Hill stated that the School District does not believe there would be an operating deficit because the property tax revenue generated by new development would offset additional operating costs. The deficit would occur if it becomes necessary to build a new elementary school. Mr. Murphy pointed out that the applicant's fiscal analysis identified a deficit for the School District. Mr. Hill explained that the opinion was based on a conversation with the School District last Monday where they were asked to carefully review the fiscal analysis. The School District is aware of what the fiscal analysis indicates and they disagree.

Commissioner Murphy remarked that the applicant's economist indicated that if there is a deficit, the State would come in and fund it. However, that was not the impression he got when he spoke with someone from the School Board. He asked if Mr. Hill had discussed how a deficit would be dealt with. Mr. Hill answered yes, and explained that there are multiple revenue sources to the School District. He was under the impression that the additional revenue to offset the additional increase in per pupil spending would come from additional property tax revenue and not from the State.

Mr. White stated that the affordable housing fiscal analysis does not include the Empire Pass market rate units. He was willing to adjust the fiscal analysis to include those units. Mr. White explained that the fiscal analysis was prepared to provide a rough estimate of the impacts on the affordable units with just the MPD. If they include the market rate units from Empire Pass, the negative will disappear and the revenue to the School District will be significant. He believes the School District is aware of this fact.

Mr. White noted that the school numbers change from year to year and the School District does a five year projection. One of their concerns is potential future impacts and the possible need to build a new elementary school.

Commissioner Peek recalled a previous comment that if there is a deficit for the School District, taxes would be increased on the Park City Heights project. He wanted to know why taxes would not be increased School District wide? Mr. Hill replied that if for some reason the new growth, including the Empire Pass developments, did not cover the increased operational costs, the School District would have to increase their District wide property tax. However, they do not anticipate that happening.

Commissioner Russack asked if the applicants had considered reducing the density. Mr. White replied that at this point it is not a consideration. He felt Mr. Smith had been clear in the history of where they started and what they are proposing today. With the pre-annexation and settlement agreement, they feel the density has been reduced to a satisfactory number and they are ready to move forward from that point.

Commissioner Murphy asked if the slide shown of the annexation plat included the Byer property. Planner Whetstone replied that the Byer parcel was included. Commissioner Murphy wanted to know if that parcel would be given CT zoning. Planner Whetstone answered yes. Mr. Spencer noted that the Byer's have approximately 12 acres. Mr. Murphy clarified that it is a 12 acre parcel that some day could come in with an MPD and CT zoning.

Mr. White stated that he had done a slope/sensitive lands analysis and that analysis included the Byer's property to give an idea of the potential for development. He indicated the location where they are providing an access through the Park City Heights project to the Byer parcel. The intent was to provide a second access to that property to avoid it from being landlocked.

Commissioner Murphy understood that most of the Byer property is relatively undevelopable, with the exception of the piece that comes off of a cul-de-sac from Park City Heights. Mr. Spencer stated that the applicants have had multiple conversations with the Byers and they had

joined the Task Force on their first site visit of the Park City Heights property. At that time the Byers did not want to join the MPD process.

Planner Whetstone clarified that because the density in the MPD is 239 acres, the Byer property sits by itself. It would have the CT zoning but no assigned density.

Commissioner Peek asked if the property could be annexed without the SLO overlay? Planner Whetstone replied that it could. Commissioner Peek pointed out that the Byer portion appears to have 15 to 45 degree slopes on 25% of the property. He wanted to know if the City would be committing that a future MPD would not to have an SLO overlay. Planner Whetstone explained that the CT zone includes language regarding the sensitive lands.

Commissioner Murphy asked if there are any development restrictions on the City parcel. Planner Whetstone believed it was identified as recreation and open space but she did not think it was restricted. Commissioner Murphy asked Planner Whetstone to identify the UDOT parcel and the number of acres. Planner Whetstone clarified that Parcel 4 belongs to UDOT and Parcel 5 is the City property. Mr. White pointed out that Parcel 5 is separate from the land this applicant is proposing to dedicate to the City as open space. Walter Plumb, the applicant, noted that the City can use the dedicated land for whatever purpose they wish and not just open space.

Mr. Harrington remarked that the Task Force findings show that in order for the density bonus, that land would remain open space. He expected the new City parcel would be deed restricted open space.

Mr. White clarified that the 200 foot frontage protection zone only applies to the Park City Heights property. Their plan shows it going further north and further south, but that was done for visual value to help the Planning Commission understand it. They were not implying that it is specific to those properties or those property owners.

Commissioner Murphy referred to Alternative Findings B, finding 8, which talks about the MPD versus the annexation. He felt the findings clearly state that the MPD shall substantially comply with the annexation plat. He asked if the Planning Commission would be de facto approving the configuration the applicant has proposed. Commissioner Murphy stated that he would feel more comfortable if the language was revised to say that the MPD shall substantially comply with the density of the annexation plat.

Mr. Plumb stated that Commissioner Murphy was right because they have not shown the Planning Commission any road grades or cuts on the roads. This was done with the Task Force but not the Planning Commission. He agreed that the road alignments could change.

Planner Whetstone remarked that the language specifically talks about complying with the annexation plat. Commissioner Murphy clarified that it does not include the configuration shown. Planner Whetstone replied that this was correct.

Chair O'Hara pointed out that with five Commissioners present, he would not be voting this

evening. He commented on the number of times the Planning Commission has reviewed an application they really liked and wanted to see go forward, but they were unable to forward a positive recommendation because the LMC did not give them the ability to do so. Chair O'Hara asked the Planning Commission to base their findings and their vote on the Land Management Code and the General Plan. When he reads the General Plan, he personally thinks it is clear what Park City is intended to look like now and in the future. When he reads the zoning, he reads that the CT zone is a community transitional zone and not a residential zone. Chair O'Hara stated that if they trump the Land Management Code and the General Plan with affordable housing, they could expect to see 300 units on the farm in the near future.

Chair O'Hara requested that the Planning Commission continue the discussion and reach a point where someone could formulate a motion for a recommendation to the City Council this evening.

Commissioner Pettit stated that she had read the General Plan from cover to cover to get a good feel for the overriding theme of what the General Plan is trying to accomplish in the community. From that, she tried to figure out how this project fits with that theme. Commissioner Pettit believed that the overriding theme throughout the General Plan is protection of open space, maintain Park City's small mountain town character and enhancement of the resort, and the importance of maintaining a viable and healthy tourism economy. She felt that much of the language in various elements of the General Plan speaks to many of the things outlined in the findings for a negative recommendation. Commissioner Pettit stated that based on her review and analysis of the Land Management Code and the annexation criteria, she could not support this application and would be voting for a negative recommendation.

Commissioner Wintzer stated that in reading the General Plan, he agrees with Chair O'Hara that some areas of this proposal do not fit. He also agrees that the CT zone does not fit the residential units as proposed. However, he would not like to see any other zone in that area besides the CT zone. Commissioner Wintzer believed that any application that comes into the City in that location needs to come into the CT zone. He felt that what the applicants are providing in terms of the entry corridor is a bonus. He was not happy with the amount of density on the hillside but felt that issue could be discussed at a later time. Commissioner Wintzer favored the amount of open space being provided. He liked the idea of having affordable housing on a rail trail system and having a bus route. It is the first community affordable housing he has seen that actually fits the location, regardless of whether or not it fits on the site. Commissioner Wintzer still struggled with some of the issues, but he was leaning towards voting in favor of this annexation.

Commissioner Peek stated that he was also torn because the location is excellent for this project based on the sports facility, supplying affordable housing to the IHC facility, and the rail trail. He believes the park and ride with its transit use would be a benefit to this parcel. Commissioner Peek felt the proposal was heavy on density and suggested that some of that density could be trimmed down.

Commissioner Murphy shared many of the comments voiced by his fellow Commissioners. He appreciated how the applicants responded to his list of items in an exemplary fashion.

Commissioner Murphy also appreciated the offer by the applicants to make the roads private. He was struggling with the density and how it conforms with the General Plan; but he sees extensive benefits to the City from a plan that has been well-thought out. Commissioner Murphy stated that he is very favorable towards an affordable housing project at this location and understands that they would not get that without a market project. His biggest issue is the proposed density for the market project. Commissioner Murphy noted that the Planning Commission would not be entertaining this proposal if it were not for the '92 settlement agreement and he wanted to know how much weight that agreement carries in terms of this application. Commissioner Murphy stated that he came in this evening with a clear idea of how he would vote, but now he was 50/50 for and against.

Chair O'Hara stated that he was not a party to the '92 settlement agreement, but during that time he had a conversation with Toby Ross, the City Manager, when they first looked at this annexation when it was the Park City Country Club Estates. Chair O'Hara remarked that Mr. Ross thought it was very important for the City to control everything they could out in the County. Mr. Ross thought the City should annex the Country Club Estates and everything else along Highway 40. Chair O'Hara pointed out that he had disagreed with Mr. Ross based on the General Plan. Chair O'Hara stated that he could see where that '92 agreement came about and he could see what the Planning Commission was required to do. For the amount of time and effort the City has put into this through Task Force and Planning Commission meetings and Staff time, they have kept their end of the bargain to favorably address the annexation. He remarked that nothing in the '92 agreement says that the City will annex, because there is a specific constraint against binding future City Councils and Planning Commissions. Chair O'Hara further stated that nothing in the '92 agreement says that the developer would get maximum density if annexation occurs.

Mr. Harrington remarked that the '92 settlement agreement speaks for itself. He stated that annexation is a political question as well as a land use question. When a government entity looks to decide legislatively to expand its boundaries, it is usually for more reasons and other jurisdictions than just a land use element. He noted that the land use element is a dominant component for Park City, but because the agreement says "favorably consider" it removes some of that political question. Mr. Harrington believes the balance is right because the Planning Commission is favorably considering the annexation in accordance with the Code in effect at the time of this application. He clarified that the '92 agreement gives this application a higher priority from the political question as opposed to the land use element. Mr. Harrington encouraged the Commissioners who were 50% to 60% in favor to be more specific in terms of a favorable density reduction.

Mr. White wanted it clear that the settlement agreement was not just to be annexed into the City. It also went with the water. That water is tied to the settlement agreement and that water was taken by the City and is in use today.

Commissioner Russack stated that from the beginning he has consistently had an issue with the density. He thought Talisker's offer to remove their 30 units was a step in the right direction for overall density reduction. Commissioner Russack believed a reduction in the market rate units would be necessary in order for the Planning Commission to feel comfortable about the density. With reduced density he could see this project fit and he could see clustering and units off the

hillside. It would also reduce the visual impacts on the entry corridor. Even with the reduction of the 30 Talisker units, he still believes the density is too high. Commissioner Russack could see good benefits from this project but he did not want to set a precedent by approving something that does not meet with the Land Management Code and the General Plan.

Commissioner Pettit remarked that density is her main issue in terms of compliance with the General Plan. Based on all the comments, she asked if there was a number or a range of numbers that could be incorporated into the annexation that would bring them closer to compliance and make the Commissioners more comfortable. From a low density standpoint, she favored something in the range of 1 per 10 versus the one to one ratio proposed. She agreed that this is an appropriate location for this type of project but they need to determine what the trade off would be.

Chair O'Hara felt they also needed to address the zone itself. Everyone agrees that the CT zone is appropriate for that area, but the application is for residential use. He noted that the first point in the purpose statement for the CT zone is to encourage low density public, quasi-public, or institutional uses as defined in the Land Management Code that relates to community open space, recreation, sports training development, tourism, community health. Chair O'Hara reiterated that this project does none of those. He noted that the purpose statement also says to prohibit highway service, commercial, regional commercial, and limit residential land uses. Whether or not he likes this proposal, he has never seen it fitting the Land Management Code for the General Plan or for the zone.

Planner Whetstone pointed out that further CT zone language states that master planned developments are conditional uses and that single family dwellings are allowed. Duplexes are allowed as a conditional use and multi-family dwellings as approved master planned developments. Residential units cannot exceed one unit per acre. She believes the language intends that if there is to be residential development in the CT zone it needs be low density development and it can have single family, duplexes and multi-family units.

Chair O'Hara did not disagree, but he felt the purpose of the CT zone was to find a way to get the density IHC needed, to get the USSA out there, and to get affordable housing.

Mr. Harrington disagreed with Chair O'Hara and stated that Planner Whetstone was more correct in her interpretation. The City knew there would be a residential component on the south side of this quadrant, therefore, the CT zone did contemplate residential development. However, if the majority of the Planning Commission agrees with Chair O'Hara, one alternative would be to reject the zone recommendation from the subcommittee and recommend another district that has a hard-coded low density. Under State Code conditional uses are permitted if the conditions can be mitigated. Mr. Harrington felt it was an over-characterization to say that the zone was not permitted for predominantly residential use. Mr. Harrington outlined additional options the Planning Commission could consider in working towards a positive recommendation.

Commissioner Murphy recalled an earlier comment regarding a 200,000 square foot reduction in commercial entitlement. He wanted to know where that number came from. Mr. White

replied that it was part of the original application submitted in January 2005. That was just Park City Heights and did not include Talisker. It was 200,000 square feet of commercial on the 24 acre parcel next to SR248, as well as 352 market rate residential units on the other property. Planner Whetstone explained that at the time the General Plan identified that area as a residential and commercial receiving zone.

Mr. White wanted it clear that the 239 acres in the MPD always included the 82 deed restricted attainable/affordable units as part of the Talisker obligation. If you include the 52 units as affordable coming from the Empire Pass development agreement and the reduction of the 30 units, that puts the market rate units at 157 units.

Planner Whetstone asked if there was agreement among the Planning Commission to remove the 30 Talisker units. Commissioner Peek remarked that a starting point would be to take the 82 units, remove the 30 attainable Talisker units and the 8 Prospector units, and go from there. That leaves 44 units as a starting point.

In fairness to the applicants, Commissioner Wintzer felt they should also remove the IHC units. The Planning Commission could then decide if it is more important to have the open space at the IHC campus or at Park City Heights. Commissioner Wintzer stated that in his opinion, taking those units off the IHC campus was a visual benefit.

After further discussion regarding density, Spencer White stated that throughout this entire process the applicant has been extremely willing to work with any recommendations given and they are willing to work through the MPD process in moving lots and looking at different configurations. However, through this 3-1/2+ year process and with the settlement agreement, they have gone from a point they believed was allowed by the settlement agreement to a point where the developer is comfortable with those market rate units. In terms of the direction by the City Attorney to reduce the density to a number everyone is comfortable with, Mr. White believes that is something that can be worked on through the MPD process.

Commissioner Peek stated that with the 750 car park and ride, a transit hub, the density, and the rail trail, the City needs to decide if a neighborhood commercial use is an appropriate trade for density.

Commissioner Wintzer felt they should reduce the market rate units rather than the affordable units. He did not believe anyone objected to the density of the affordable housing units. Commissioner Russack thought the density could probably work if the market rate units were reduced by 30 units.

Commissioner Murphy stated that personally he could wrap the General Plan around the affordable housing element, because it is a clear benefit to the resort community. He agreed that any density reduction should come from the market rate units and not the affordable housing element.

The Planning Commission took a five minute recess.

Chair O'Hara reconvened the Planning Commission meeting.

Chair O'Hara noted that the CT zone says "may" allow up to one unit per acre; however the zone does not require the City to grant that density. Therefore, during the MPD process if the applicant meets all the requirements within that zone to get the extra density, that would be the maximum density at the MPD. Chair O'Hara wanted to know if approval of the annexation agreement would vest 303 units and if it would tie their hands at the MPD process.

Jim Carter pointed out that the Planning Commission would not be signing the annexation agreement. He felt it was safe to say that nothing is vested by virtue of a recommendation to the City Council. To the extent that the Planning Commission is able to agree on a recommendation to the City Council that says they are generally comfortable with certain things but there needs to be additional work on reducing market rate units, that might open the door might to discuss commercial, etc. That type of direction clearly avoids pinning down numbers and committing anyone to anything in particular. It would give the City Council a sense of the Planning Commission's point of view and what they think it would take to make the project better.

Chair O'Hara felt the City Council was looking for the Planning Commission to determine that the application complies with the General Plan and conforms to the zone. At that point the City Council writes the annexation agreement and that becomes the law.

Mr. Harrington stated that if the majority of the Commissioners believe this does not comply, they should be crafting a negative recommendation based on Findings C. Otherwise, they should be looking at a recommendation that forwards a positive recommendation on Option B with additional direction for the City Council to consider a reduction in the overall density of the project and specifically consider looking at additional support commercial.

Commissioner Pettit was inclined to forward a positive recommendation with language that would be tied to reduction in density that is consistent with the CT zone and the General Plan elements that guide annexation and development in this particular area. As she reads the purpose statements for the CT zone, there is contemplation of some limited residential development and they need to look to the General Plan to define that. Commissioner Pettit did not believe the one to one relationship fits the concept of the General Plan. However she was unsure what would fit in the range between 1 to 20 and one to one without the benefit of a site plan.

Commissioner Wintzer thought the City Council would want a recommendation from the Planning Commission with specific direction with regards to a density reduction.

Mr. Harrington proposed language for a motion in an effort to bridge the gap and provide more specificity. The motion would forward a recommendation in accordance with Findings B with an affirmative statement to the City Council that the Planning Commission does not find a maximum one to one residential density as consistent with the General Plan for this area. Therefore, the Planning Commission recommends that the City Council further explore a reduction in density in addition to some limited support commercial.

Mr. White asked Mr. Harrington if he meant the MPD application when he made reference to the planning area. Mr. Harrington answered yes. Mr. White pointed out that through the MPD process there may be the ability to change the scope of the master plan to get to a one to one density. Mr. Harrington agreed.

Commissioner Murphy felt it would be difficult to reconcile with Findings B because the density is referenced so often in the document. He suggested that a recommendation as proposed by Mr. Harrington would necessitate a re-write of the findings. Mr. Harrington clarified that the Planning Commission could give a recommendation and add that the findings should be modified accordingly. The intent would be to keep this moving forward and at the same time give the direction that the General Plan and the annexation process contemplates for the City Council to make an informed decision. Mr. Harrington stated that if the Planning Commission continues to get hung up over specifics he encouraged them to provide a general recommendation to keep the process moving forward.

Commissioner Pettit agreed with Commissioner Murphy's earlier comment that it would be difficult to address the density without knowing how the findings are re-written. She believed they could work through it but they need to be clear on exactly what they are recommending to the City Council.

Commissioner Wintzer suggested forwarding a positive recommendation based on Findings B with a percentage of reduction on the market rate units.

Mr. Plumb stated that the reality today is that there is no market. In addition, they have a water tank to build and they need to meet the requirements for traffic improvements. If they are forced into too much of a reduction, the entire project is not feasible. He used their project at the Canyons as an example of how bad the market really is.

Commissioner Wintzer clarified that his suggestion was to move this forward to the City Council with a recommendation. The City Council ultimately makes the final decision and the applicants can make their plea at that level. He was only trying to provide the City Council with some guidance and direction. Commissioner Wintzer agreed that after a certain point it does become infeasible.

Mr. Smith wanted it clear that they do not harbor the illusion that the findings would constitute a vested right.

Setting aside the 22 findings, Mr. Carter asked if there was an action the Planning Commission could take to convey their preferences to the City Council in their own words rather than adopting drafted findings. He agreed that editing those 22 findings tonight would not work.

MOTION: Commissioner Russack moved to forward a POSITIVE recommendation to the City Council for the Park City Heights annexation based on Findings B as outlined in the Staff report with the removal of the 30 Talisker twin homes; and charge the City Council with determining the final density for the market rate units as applicable as defined by the Land Management

Code and the General Plan as it relates to the CT zone.

Commissioner Pettit asked if Commissioner Russack wanted to adopt the findings as currently written.

Commissioner Russack modified his motion to reflect that the findings should be modified accordingly.

Mr. Harrington requested that they wait until the motion was seconded before discussing the motion.

Commissioner Wintzer seconded the motion with further discussion.

Commissioner Pettit amended the motion to be clear to the City Council that the recommendation is to significantly reduce the density to reflect the purpose statements of the CT zone regarding residential development and the General Plan guidelines for this particular area.

Commissioners Russack and Wintzer accepted the amendments to the motion.

Commissioner Murphy clarified that the motion was to forward a positive recommendation with the reduction of the 30 attainable housing units, that there is no expectation with regards to the configuration of the MPD, and that the Planning Commission was giving specific direction to the City Council that the density proposed by the applicant is not appropriate and needs to be reduced in order to comply with the CT zoning and the General Plan. The Commissioners concurred.

VOTE: The motion passed unanimously.

Findings B/Annexation Agreement Points - Park City Heights Annexation

2. Boyer Plumb Park City, L.L.C. ("Park City Heights") a Utah limited liability company, filed an Annexation Petition on January 28, 2005. An amendment to the petition was filed on February 16, 2005 to complete the annexation petition.
3. The City Council accepted the Annexation Petition on March 10, 2005.
4. The City Council established the Park City Heights Annexation Task Force on May 4, 2006 (Resolution No. 13-06) for purposes of formulating specific recommendations relating to the annexation's proposed zoning, land uses, affordable housing, transportation, and community economics/fiscal impacts. On May 3, 2007, the City Council extended the terms of the Park City Heights Annexation Task Force (Resolution No. 06-07) to August 3, 2007.

On July 10, 2007, the Task Force forwarded a unanimous positive recommendation to the Planning Commission to zone the annexation area to the Community Transition Zone (CT) District, which includes specific provisions addressing residential master planned

developments, open space, density, affordable housing, sensitive lands, trails, public transit facilities, public benefit dedication, and sustainable green building practices.

The Task Force forwarded a unanimous positive recommendation the Planning Commission on the economic impact/fiscal analysis, traffic and transportation impacts and mitigation, and general parameters related to the MPD, Task Force findings (Exhibit E) are included herein.

5. The property subject to the Annexation Petition (The "Annexation Property") is currently undeveloped, consists of 286.64 acres, and is located in unincorporated Summit County at the southwest corner of the State Route 248/Highway 40 interchange.
6. The Annexation Property currently is zoned in Summit County Developable Lands (DL), with a base density of 1 units/20 acres and 1 unit/40 acres (depending on the extent of any environmentally sensitive lands which need to be managed or preserved in compliance with any applicable laws, rules and regulations, including without limitation the City's Sensitive Lands development standards in terms of the location of development with setbacks from streams and wetlands; protecting sensitive areas such as slopes, ridge tops, and entry corridors; and providing a visual analysis to determine impacts. The density determination is not applicable to the CT zone, unless the SLO overlay zoning is applied.
7. The Annexation Property is to be zoned, as shown on the attached Annexation Plat, Community Transition District-Master Planned Development (CT-MPD). The Community Transition Zone (CT) has a base density of 1 units/20 acres. The Community Transition Zone permits density bonuses up to a maximum of 1 units/acres for residential Master Planned Developments provided specific standards are met relating to open space, Frontage Protection Zone (FPZ) setbacks, parking, affordable housing and public land/facilities. The CT zone permits a residential density of up to 3 units per acre provided additional standards are achieved.
8. The land uses proposed on the Annexation Property include a mixed use residential development consisting of 157 market rate units (preliminary proposal includes 81 single family lots ranging in size from 12,000 to 15,000 square feet and 76 single-family cottage lots ranging from 8,000 to 9,500 sf.), 23.55 AUE of affordable housing required for the market rate lots, 44.78 AUE to partially fulfill the housing obligation as outlined in the Intermountain Healthcare/USSA/Burbidge Annexation Agreement, 20 AUE of affordable housing to partially fulfill the Talisker/Empire Pass housing obligation as outlined in the Flagstaff amended and restated Annexation Agreement, and an additional **(0 to 127.25 depending on the Planning Commission recommendation)** AUE as proposed by Talisker on the 20 acre Quinn's Junction parcel identified in the amended and restated Flagstaff Annexation Agreement. Other support uses, as approved by the Planning Commission and consistent with the LMC, during the Master Planned Development review, may be allowed.
9. The MPD shall substantially comply with the Annexation Plat. The proposed total

density for the 239 acre annexation area is 157 units (each lot is one residential unit with maximum house size/building footprint to be determined during the MPD review) and **0 to 82 affordable units (0 to 127.25 AUE) equating to less than 1 unit/acre (the number will depend on the PC recommendation).**

10. The Petitioner offers and the City accepts donation of 24 acres of the Property, known as Parcel SS-92, for open space and public recreation uses.
11. The property is subject to the Employee/Affordable Housing requirements of the Affordable Housing Guidelines and Standards Resolution 17-99. The base employee/affordable housing requirements for the MPD associated with the 157 market units is 23.55 AUE (20 units). One Affordable Unit Equivalent equals 800 square feet.
12. July 10, 2007, the Park City Heights Annexation Task Force forwarded a unanimous recommendation to the Planning Commission on traffic and transportation mitigation. The Task Force recommendation is based, in part, on traffic impact study provided by Petitioner's traffic consultants, Hales Engineering (dated June 7, 2007).

The Petition will be responsible for improving and dedicating all necessary access to the property from SR248 and all necessary intersection improvements including a signalized intersection at SR248, when warranted, as described in the June 7, 2007, Hales traffic impact study. Petitioner will be responsible for all coordination and costs associated with providing access to the development site as required in the Subdivision Chapter of the LMC Sections 15-7.2 & 15-7.3, including primary access, a signalized intersection as necessary, all to be determined and agreed as part of the MPD and subdivision approval process.

The City has agreed to consider other potential cost-sharing traffic and transportation mitigation strategies which may include, but are not limited to the development of additional employee/affordable housing linked to the community transit system and physical improvements such as, but not limited to a transit hub, park and ride lot, Rail Trail and other trail improvements, and van/shuttle programs.

13. The Planning Commission held public hearings on the Annexation Agreement on February 27 and March 26, 2008.
14. The City, the Petitioner and any affected parties, shall and hereby acknowledge and agree that the Annexation, the Annexation Agreement and the obligations of the Petitioner (and its successors or assigns) hereunder are subject to reasonable discretion, confirmation, determination and agreement of the parties with respect to the Final MPD and Subdivision Plat; any necessary Development Agreement for each parcel of the Property; Construction Mitigation; Landscaping Plans; Lighting; Related Access, Utilities and Roads, Public amenities and Trails, Affordable Housing and all related provisions of the Land Management Code.
15. Recitals of the Ordinance, annexing the 286.64 acres of property known as Park City Heights, are hereby incorporated herein.

16. The Planning Commission finds that the requested density of one unit per acre is in the range of low density residential development under the Land Management Code and that the annexation complies with the purpose statements of the proposed Community Transition (CT) zone regarding low density development, provided the MPD can comply with the other purpose statements for the CT zone and be in substantial compliance with the General Plan. According to the LMC, areas zoned in the Estate District are designated very low density, environmentally sensitive residential and this zone allows for a maximum density of one unit per 3 acres. According to the General Plan, areas zoned Residential Development (RD) and Single Family (SF) are designated as low density residential and these zones allow 3 to 5 units per acre. The LMC also provides that medium density residential development is in the range of 5 to 8 units per acre.
17. The Planning Commission finds that the requested land uses of a mix of single family residential and affordable multi-family units (townhouses to stacked flats) are consistent with the purpose statement of the CT zone in that they are clustered development preserving the natural setting and scenic entry corridor by providing significant open space and landscape buffers between the development and highway corridor. The General Plan identifies this area as a low density residential receiving zone that allows for clustered development.
18. The Planning Commission finds that while 239 units on the 239 acre MPD site is consistent with the maximum allowable density for the CT zone for residential Master Planned Developments that meet certain standards, reduction in the allowable maximum density during the MPD process may be appropriate to meet the purpose statements of the CT zone and the General Plan. The specific site plan and layout of the MPD is not approved with the annexation and there is no entitlement to the maximum density allowable for the CT zone.
19. The Planning Commission finds that the proposed annexation complies with the General Plan regarding the establishment of an open space buffer around park City's expanded boundaries to encompass the natural and visual basin that defines the community in that open space is provided to the north, south, and west of the propose MPD. The proposed development is clustered on the site and is setback from entry corridors by 250' to 1,300', with proposed enhancements to the community trail system and open space.
20. The Commission finds that with a reduction in the proposed density, the pattern, location, and appearance of the development would not intrude on the visual quality of Park City and surrounding areas and that further visual analysis of the site plan shall be conducted prior to approval of the MPD. During the MPD process, the Planning Commission may recommend appropriate reductions in density in order to mitigate the visual impacts of the MPD.
21. The Planning Commission finds that with a reduction in density, the proposed annexation does maintain the mountain resort character and does preserve and

enhance the open space, community facilities, visually important view corridors and resort character of Park City. Specific design characteristics of the site plan and MPD will be required prior to MPD approval to meet the criteria that the development is not a typical suburban subdivision.

22. Section 2.10.5 of the Flagstaff Amended and Restated Development Agreement states that affordable housing at Quinn's Junction is subject to Planning Commission recommendation and is not vested by the Development Agreement. The Planning Commission recommends that in evaluating density reductions to the MPD, alternatives to development of the Talisker/Empire Pass housing obligation at Quinn's Junction be considered or further explored, including 1) the donation of the 20- acre Quinn's Junction property to the City, 2) building the units on an alternative parcel, or 3) payment of a fee in lieu.
23. The Planning Commission finds that 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. The affordable housing relates to Park City's recreation and tourism industry.

The Park City Planning Commission meeting adjourned at 9:00 p.m.

Approved by Planning Commission _____

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

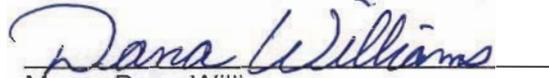
1. The Official Zoning Map shall be amended to include the Park City Heights Annexation property in the Community Transition (CT) Zoning District.
2. The Annexation Agreement shall be fully executed and recorded with the Annexation Plat.

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.

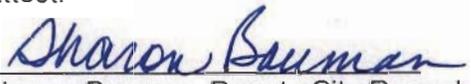
SECTION 6. EFFECTIVE DATE. This Ordinance shall take effect upon publication of this Ordinance, recordation of the Annexation Plat and Annexation Agreement, and compliance with state annexation filing requirements, pursuant to the Utah Code Annotated Section 10-2-425.

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

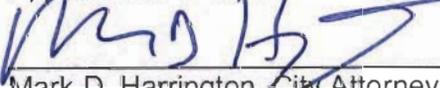
PARK CITY MUNICIPAL CORPORATION


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

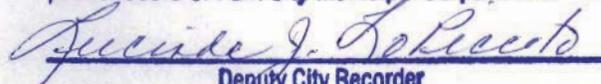
On this 2nd day of July, 2010, I certify that the foregoing document is a true copy of the original public record of Park City Municipal Corporation. *Ord 10-24*

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.

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 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 upsized. 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.

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

By: *Dana Williams*
Dana Williams, Mayor

Dated this 2 day of July, 2010.

ATTEST:

Sharon Bauman
Sharon Bauman, Deputy City Recorder



Dated this 2 day of July, 2010

APPROVED AS TO FORM:

[Signature]
Thomas A. Daley, Sr., Deputy City Attorney

Dated this 2 day of July, 2010.

BOYER PARK CITY JUNCTION, L.C.
A Utah liability company, by its manager

The Boyer Company, L.C.,
A Utah limited liability company

By: _____
Name: _____
Its: _____

Dated this _____ day of _____, 2010

Exhibit A- Annexation plat

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

By: _____
Dana Williams, Mayor

Dated this _____ day of _____, 2010.

ATTEST:

Sharon Bauman, Deputy City Recorder

Dated this _____ day of _____, 2010

APPROVED AS TO FORM:

Thomas A. Daley, Sr., Deputy City Attorney

Dated this _____ day of _____, 2010.

BOYER PARK CITY JUNCTION, L.C.
A Utah liability company, by its manager

The Boyer Company, L.C.,
A Utah limited liability company

By: 
Name: Dan H
Its: Manager

Dated this 2 day of July, 2010

Exhibit A- Annexation plat

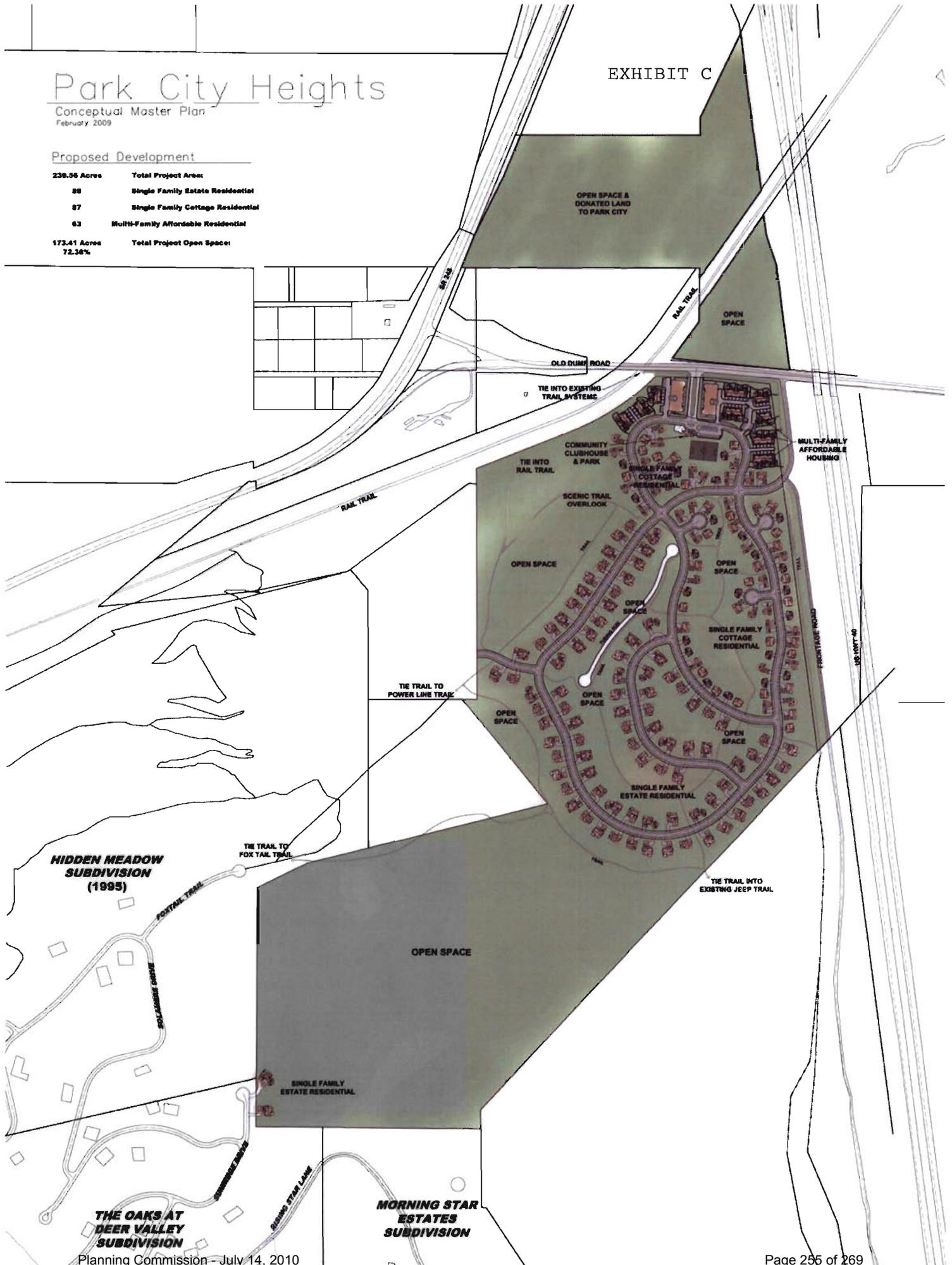
Park City Heights

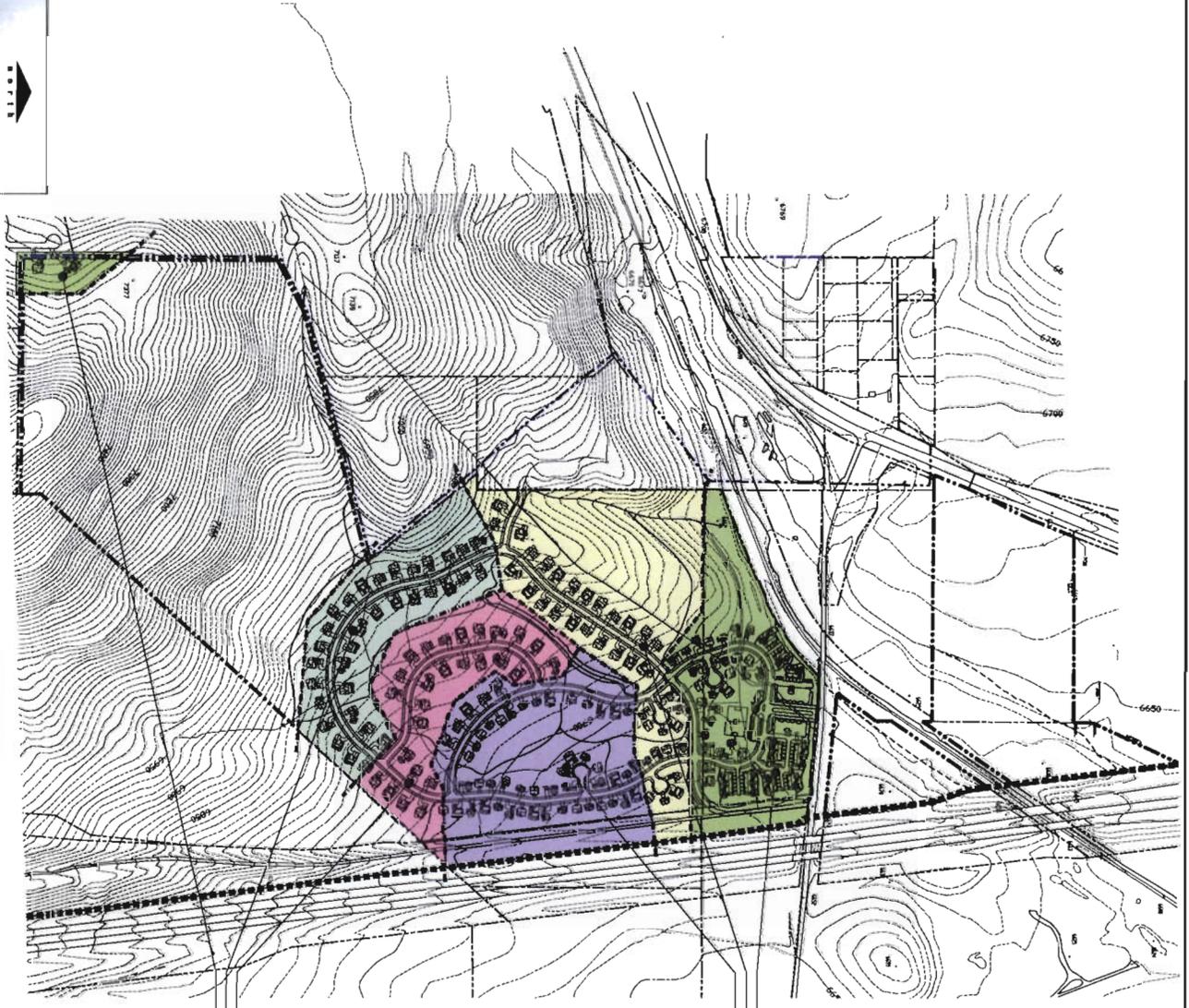
Conceptual Master Plan
February 2009

Proposed Development

239.56 Acres	Total Project Area:
88	Single Family Estate Residential
87	Single Family Cottage Residential
63	Multi-Family Affordable Residential
173.41 Acres	Total Project Open Space:
72.36%	

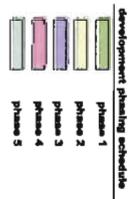
EXHIBIT C





PHASE 4
PHASE 3
PHASE 1

PHASE 2
PHASE 3
PHASE 1



park city heights
park city, utah & summit county, utah

phasing plan

January 2010

Planning Commission - July 14, 2010

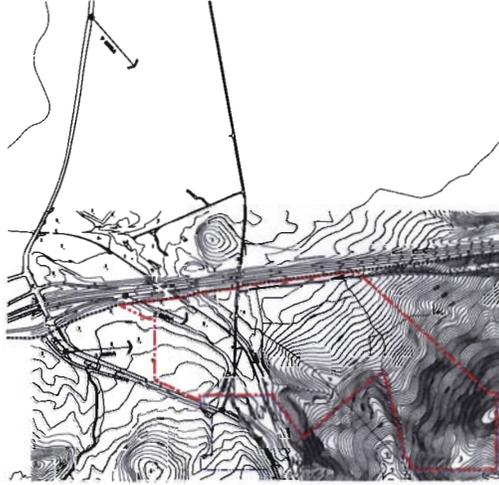
Page 256 of 269

DESIGNATED ENTRY CORRIDORS AND VANTAGE POINTS PRESENT WITHIN OR ADJACENT TO THE SITE

- VIEW 1**
- UTAH HIGHWAY 248 AT THE TURN-OUT ONE QUARTER MILE WEST FROM U.S. HIGHWAY 40

OTHER DESIGNATED VANTAGE POINTS

- VIEW 2**
- UTAH HIGHWAY 248 AT THE TURN-OUT TO OLD BUMP ROAD
- VIEW 3**
- U.S. HIGHWAY 40 SOUTHWOUND AT TOP OF ON-RAMP FROM UTAH HIGHWAY 248
- VIEW 4**
- UTAH HIGHWAY 248 WESTBOUND AT SIDE OF ROAD FROM KAMAS



after development - view 1



after development - view 2



before development - view 1



before development - view 2

PARK CITY HEIGHTS

Sensitive Land Overlay Summary

1. Slope/Topographic Map

0-15% Slope	= 132.86 Acres
15-30% Slope	= 52.39 Acres
30-40% Slope	= 25.48 Acres
40+% Slope	= <u>28.83 Acres</u>

Total = 239.56 Acres (Total acreage within the MPD)

Development is proposed primarily in areas of 0-15% slope. With approximately 36 units proposed within the 15-30% slope areas. No development is located on slope areas of 30-40% or within 50' of the very steep slope area (greater than 40%). At least 75% of the steep slope areas (15% to 40%) remain undeveloped.

2. Ridge Line Areas

The property within the Annexation area has three prominent ridge line areas (fourth ridge line area is shown as being a secondary ridge behind the northern most ridge line). Development is not located within 100' of the prominent ridge line areas. Three units are proposed within 100' of the secondary ridge.

3. Vegetative Cover

The property is mostly covered with sage and grasslands as well as gamble and scrub oak. There are areas with coniferous trees at the higher elevations. There are no agricultural crops on the property. Development is proposed primarily in areas currently vegetated with sage and grasses.

4. Designated Entry Corridor and Vantage Points

The designated vantage point for this property is from Utah Highway 248 at the turn-out one quarter mile west from U.S. Highway 40. Before and after photos depict how development might look as viewed from this vantage point. A visual assessment was also done from three other vantage points as directed by the Planning Commission. The study will need to be revised to reflect the revised site plan.

5. Wetlands

Wetland delineation has been done. No development is proposed on or within 50' of any wetland area.

6. Stream Corridors, Canals, and Irrigation Ditches

The Silver Creek drainage is the only significant stream corridor near the property. A flood plain analysis was also completed to show the 100 year flood plain area. No development is proposed on or within 50' of the ordinary high water mark or flood plain area.

7. Wildlife Habitat Areas

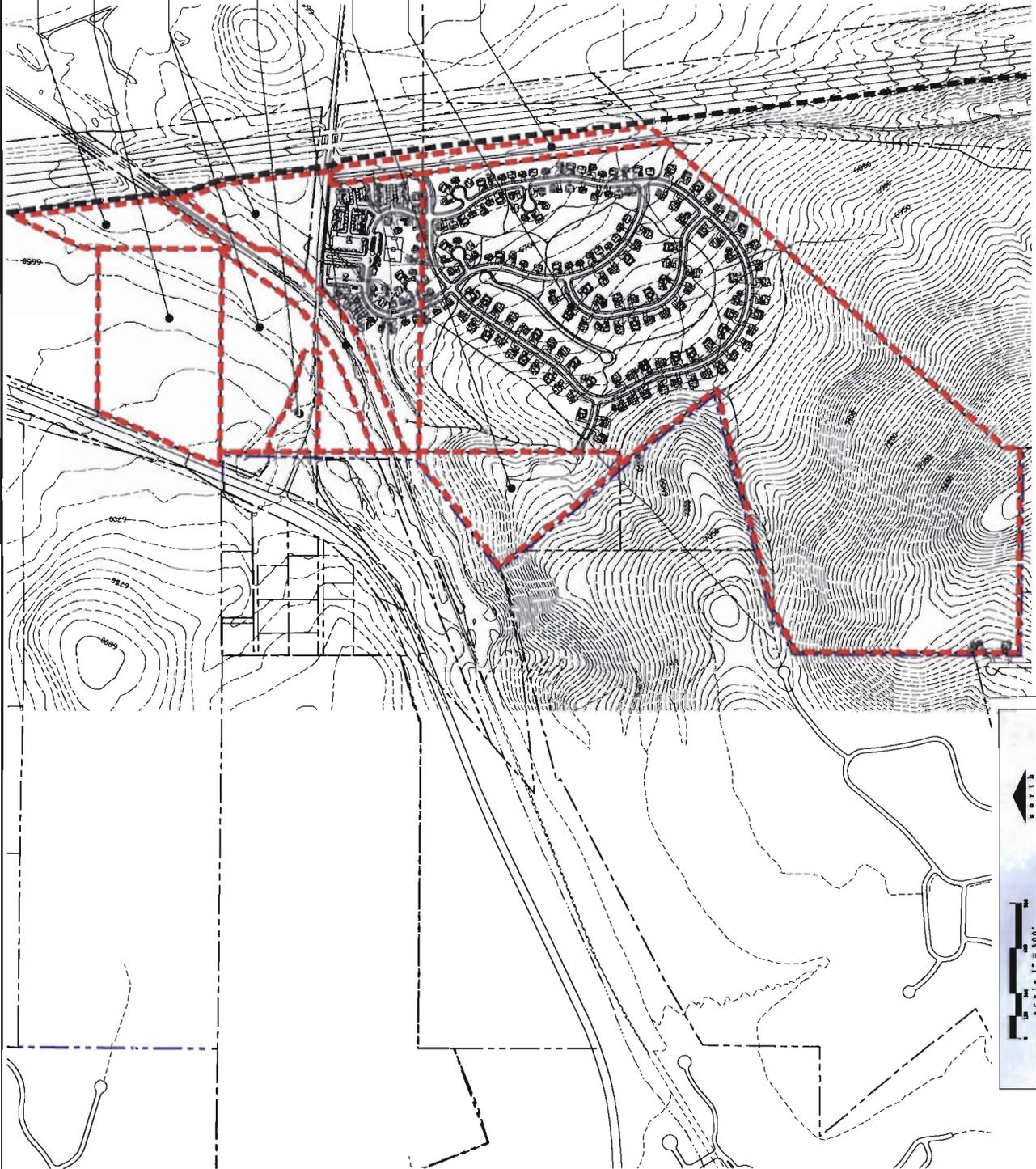
A study was done at time of application that included maps provided by the Utah Division of Wildlife Resources, which show the species, type of habitat, and value rating of those animals that may have the potential to occur on the project area. Of the Federal and State listed wildlife species, none of those species make substantive use of the proposed development area. The upland and heavily vegetated areas will remain available to wildlife making use this area. Wildlife corridors should be identified and mitigation measures proposed. Additional information regarding mitigation for sage grouse habitat will need to be provided with the MPD.

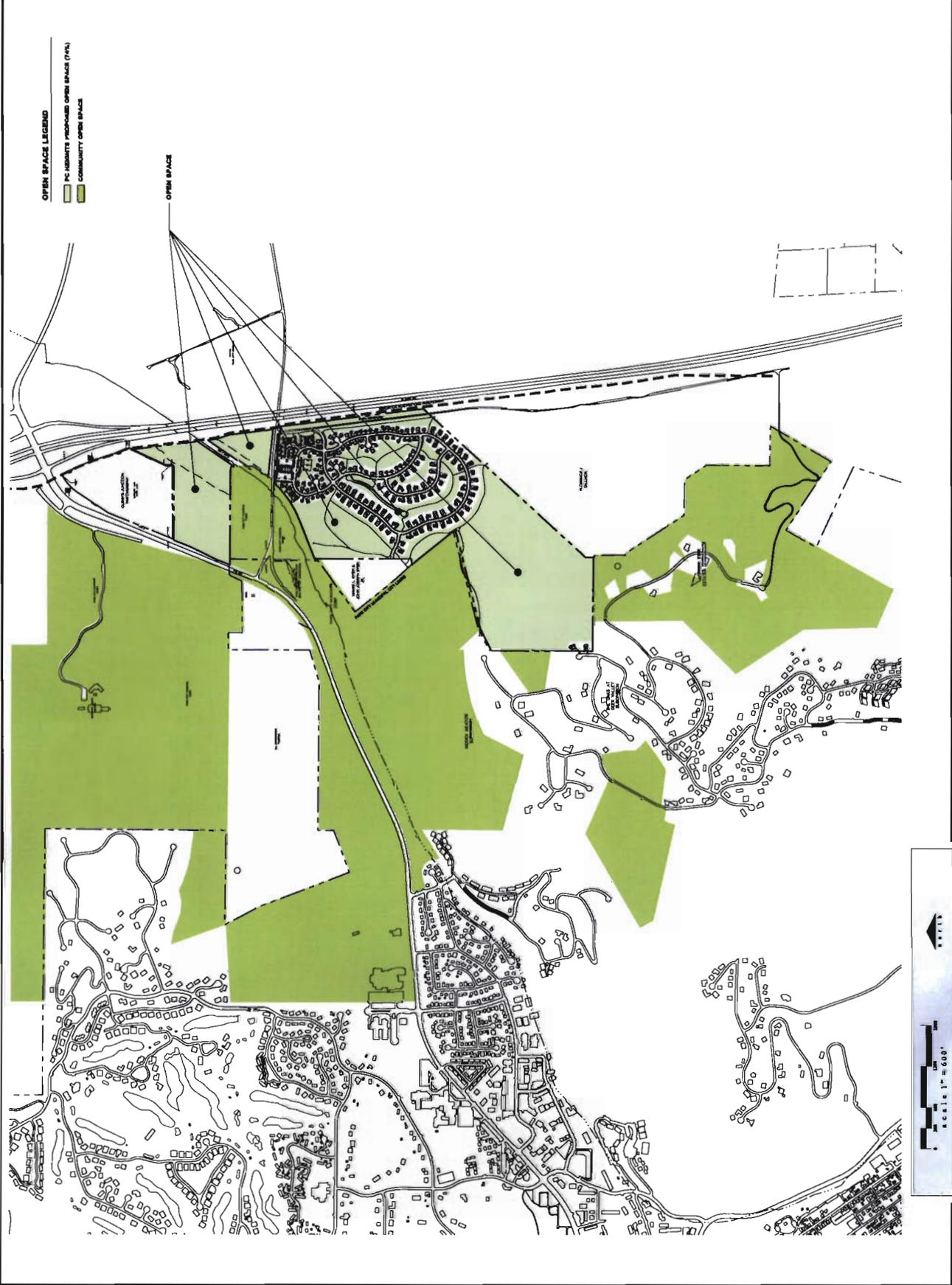
8. Density

Proposed density of 239 units on 239 acres (including the affordable housing units) complies with the maximum allowed units in the CT zone of 1 unit per acre.

Additional information has been submitted as part of the annexation review, visual analysis, soils investigation report and geotechnical report.

- Park City Municipal Corp.
- Boyer Park City Junction, LC & Park City Municipal Corp.
- Park City Municipal Corp.
- UDOT
- STATE OF UTAH Parks & Recreation
- Mamie L. & John Joseph Byer
- Boyer Park City Junction, LC & Park City Municipal Corp.
- UDOT







PROPOSED DEVELOPMENT
 TOTAL PROJECT AREA 28.56 ACRES
 TOTAL PROJECT IMP'N 240

ORIGINAL APPLICATION
 TALK FORCE APPROVAL
 PLANNING COMMISSION APPROVAL

OPEN SPACE
 LANDSCAPED ENTRY
 TOP LOT AND RECREATION AREA
 SECONDARY ENTRANCE

TUBING HILL
 OPEN SPACE
 OPEN SPACE



sensitive lands wetlands & flood plain analysis

park city heights
park city, utah & summit county, utah

june 2010



SLOPE ANALYSIS LEGEND

[Light Blue Box]	0-10% SLOPE
[Medium Blue Box]	10-20% SLOPE
[Yellow Box]	20-40% SLOPE
[Red Box]	40%+ SLOPE

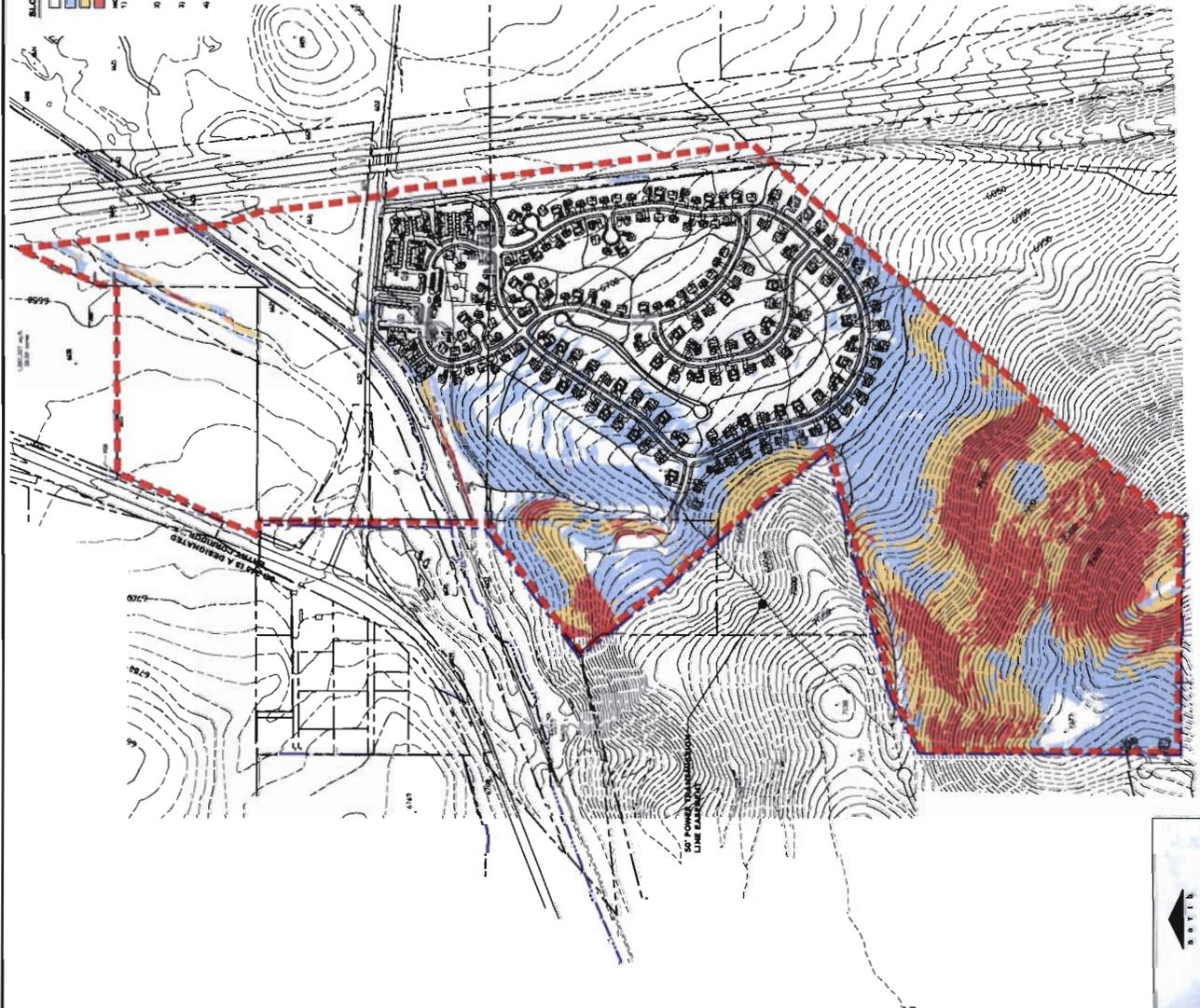
NOTE: THESE ARE NOT SIGNIFICANT GEOLOGIC FEATURES, AREAS OF HIGH GEOLOGIC HAZARD, OR AREAS PRONE TO LAHARS WITHIN THE ANNEXATION PETITION BOUNDARY.

1) THESE AREAS ARE NOT SIGNIFICANT GEOLOGIC FEATURES, AREAS OF HIGH GEOLOGIC HAZARD, OR AREAS PRONE TO LAHARS WITHIN THE ANNEXATION PETITION BOUNDARY.

2) THESE AREAS ARE NOT SIGNIFICANT GEOLOGIC FEATURES, AREAS OF HIGH GEOLOGIC HAZARD, OR AREAS PRONE TO LAHARS WITHIN THE ANNEXATION PETITION BOUNDARY.

3) THESE AREAS ARE NOT SIGNIFICANT HISTORICAL FEATURES FOUND WITHIN ANNEXATION PETITION BOUNDARY.

4) PART OF THE ANNEXATION PETITION AREA IS WITHIN THE CITY OF PARK CITY AND WILL BE COVERED BY THE CITY OF PARK CITY POINT; 3/16/10 WEST OF 400.







Mule Deer Habitat Winter Range



Moose Habitat Winter Range



Sage Grouse Winter Habitat Range



Elk Habitat Winter Range



Sage Grouse Brooding Habitat Range



Blue Grouse Habitat



Ruffed Grouse Year Long Habitat Range



UTILITY CONNECTION NOTES

Water
Currently there is no existing water service to the site. Per the IHC annexation submission, Park City intends to extend a 12" main line to the site. The mainline would extend from a JESD tank located approximately 2 miles south of the Project east of US-63 and will parallel cross US-63 and follow the old landfill access road to SR-248. A connection for the project should be available along this route.

Sewer
Snyderville Basin Water Reclamation District currently has a trunk line running through the site. The trunk line is currently at capacity and has been constructed regarding the project and need that there is ample capacity in the trunk line to serve the project.

Storm Water
It is anticipated that all project generated storm water will be captured and treated on site. The site is located in a drainage corridor discharging to the existing drainage corridor through the project. Improvements in terms of grading, drainage, detention basins, storm water management, and storm water treatment/elimination systems (UPDES) permit will be part of this Project.

Power
There are existing Bucky Mountain Power lines running through the project. It is assumed that the Bucky Mountain Power lines will be able to serve the project. Further investigation and discussion will be needed with Bucky Mountain Power to power service for the site.

Gas
Per the IHC annexation submission, Queasar Gas can provide services to the camera's location from the intersection of Browns Canyon and SR-248. The line will be extended along SR-248 and cross US-63 to the project location. The project location is located in an area that requires the dedication of a small parcel for a Pressure Regulator Station.

Telephone
A Sverdrup Fiber Optic line crosses the project following the rail track. It is assumed that Sverdrup has the ability of providing service to the project site from this location.

Cable Television (CATV)
Comcast has no service in the area but is currently in the process of bringing service within the next year or two.

Satellite Dish
Satellite service is a possible alternative to CATV.

PHASE 1 WATER CONNECTION
FUTURE PHASE WATER CONNECTION
PROPOSED FUTURE PHASE WATER TAKE



PROPOSED TRANSFORMER LOCATION
(CONNECTED FROM OVERHEAD LINES)
CONNECT TO EXISTING S.W.M.S.
CONNECT TO EXISTING MAIN
CONNECT TO PROPOSED MAIN
PROPOSED GAS LINE EXTENSION
FROM BROWN'S CANYON
PROPOSED STORM WATER
TREATMENT PLANT



TRAIL LEGEND

- EXISTING TRAILS
- PROPOSED SOFT SURFACE TRAILS
- PROPOSED PAVED TRAIL

- PAVED TRAIL TO CITY FIELDS COMPLEX
- RAIL TRAIL
- CONNECT TRAIL TO RAIL TRAIL
- PROVIDE IMPROVED RAIL TRAIL CROSSING

- PUBLIC COMMUNITY TRAILS
- NEW PAVED TRAIL ALONG FRONTAGE WITH CONNECTION TO RAIL TRAIL

FUTURE TRAIL CONNECTIONS



RAIL TRAIL
 SOFT SURF TRAIL
 POWERLINE TRAIL
 THE TRAIL INTO FOX TAIL TRAIL

PUBLIC COMMUNITY TRAILS

Scale: 1" = 300'

North Arrow