

**PARK CITY MUNICIPAL CORPORATION  
PLANNING COMMISSION  
CITY HALL, COUNCIL CHAMBERS  
OCTOBER 26, 2011**



## **AGENDA**

**MEETING CALLED TO ORDER AT 5:30 PM**

**ROLL CALL**

**ADOPTION OF MINUTES OF SEPTEMBER 28, 2011**

**PUBLIC COMMUNICATIONS – *Items not scheduled on the regular agenda***

**STAFF/BOARD COMMUNICATIONS AND DISCLOSURES**

**REGULAR AGENDA – *Discussion, public hearing, and possible action as outlined below***

1530 Empire Avenue, Snow Crest Condominiums – Amendment to Record of Survey	PL-11-01227	15
<i>Public hearing and possible recommendation to City Council</i>		
57 King Road – Steep Slope Conditional Use Permit	PL-11-01327	33
<i>Public hearing and possible action</i>		
Park City Heights – Ratification of Development Agreement	PL-10-01028	71
<i>Public hearing and possible action</i>		
Park City Heights – Subdivision	PL-11-01355	135
<i>Public hearing and possible recommendation to City Council</i>		

**ADJOURN**

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

Pursuant to the Americans with Disabilities Act, individuals needing special accommodations during the meeting should notify the Park City Planning Department at (435) 615-5060 24 hours prior to the meeting.  
Planning Commission - October 26, 2011

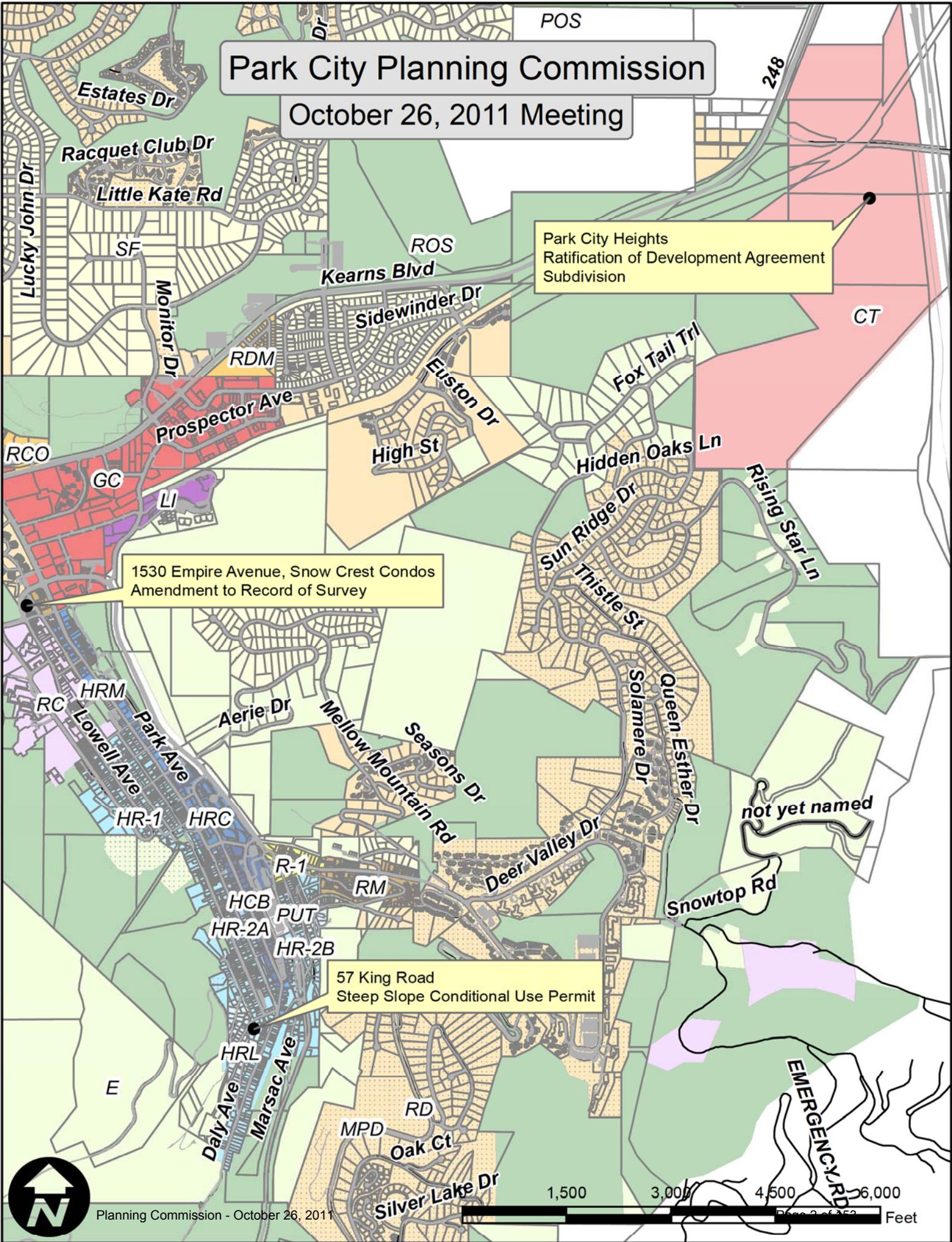
# Park City Planning Commission

## October 26, 2011 Meeting

Park City Heights  
Ratification of Development Agreement  
Subdivision

1530 Empire Avenue, Snow Crest Condos  
Amendment to Record of Survey

57 King Road  
Steep Slope Conditional Use Permit



**MINUTES – SEPTEMBER 28, 2011**



**PARK CITY PLANNING COMMISSION  
WORK SESSION NOTES  
September 28, 2011**

PRESENT: Charlie Wintzer, Brooke Hontz, Julia Pettit, Mick Savage, Adam Strachan, Jack Thomas, Nann Worel, Katie Cattan, Polly Samuels McLean

**WORK SESSION ITEMS**

**General Plan Update and Site Visit of Old Town**

Planner Katie Cattan reported that the Planning Commission would be having a site visit this evening to various locations in Old Town.

Planner Cattan remarked that the Old Town Charrette that was conducted two weeks earlier was very successful and 120 people attended. The Staff received great feedback. The Staff Report contained a summary of some of the comments for different neighborhoods. The Staff would prepare a more in-depth and professional document at a later date.

Planner Cattan stated that the objective of the site visit this evening would focus more on the area north of the Town Lift, including Park Avenue, the resort transition area, and the Lowell to Empire area.

Planner Cattan commented on a goal task force for the General Plan with an October 1<sup>st</sup> deadline. She had provided the Planning Commission with a list of 20 potential participants that was compiled by the Staff, which included every constituency possible. Planner Cattan did not believe that all 20 people would be effective. She requested feedback from the Planning Commission on direction for the task force. If they could agree on ten must-haves, they could work internally to choose the final five.

Commissioner Savage asked if Planner Cattan was suggesting a five member task force. Planner Cattan clarified that she was thinking of possibly fifteen people. Commissioner Hontz suggested choosing between five and ten must-haves and then completing the task force with citizens at large. Commissioner Hontz had reviewed the list of potential participants and crossed out a number of people she thought would not benefit the task force. She thought it might be more effective to have a member of the City Staff with expertise in some of the areas, as opposed to someone who only wears one hat as a citizen representative. Planner Cattan pointed out that currently an internal City Staff group meets every other week on the General Plan to brainstorm ideas and get a general direction.

Chair Wintzer read the names of people who were involved when the General Plan was revised in 1996. The group consisted of citizens at large, Planning Commissioners, City Council Members, and Staff members. Chair Wintzer thought it was important to have citizens at large on the task force.

Planner Cattan asked if the Planning Commission thought all three resorts should be represented. Chair Wintzer replied that all three resorts should be represented if the intent is to emphasize a resort community.

Commissioner Savage clarified that having your name on the list would not obligate anyone to participate, but it would obligate the City to provide an invitation. Planner Cattan replied that this was correct. Commissioner Savage believed that it would be beneficial to invite Talisker to participate because as a developer they have a large interest in the future of the community.

Chair Wintzer pointed out that in looking at the names on the list, no one was a property owner other than the ski resorts. Commissioner Hontz thought it was important to have one member with historic preservation background. The Main Street Alliance, Summit Land Conservancy, and the Chamber of Commerce were also suggested. Planner Cattan noted that if a group was not initially included on the task force, it would not mean that the Staff had not already reached out to them for information and review. Chair Wintzer suggested finding a core group for the task force, and compiling a list of resource people or organizations that could be consulted. Commissioner Hontz suggested that they include one representative from an environmental organization. Commissioner Hontz believed the bottom three bullet points could be one person and a citizen at large. It could be a young person who owns a business and is also an architectural planner or engineer. Therefore, the member of the Park City Young Professionals, a business owner and local architect should be a citizen at large.

Commissioner Savage asked if the Staff had drafted a definition of expectations from the task force in terms of time and effort. Planner Cattan answered no. She acknowledged that it should be done. The Staff anticipated that the task force would meet every other month until April 15<sup>th</sup>, which is three to four meetings, but the goal has not been outlined. Commissioner Savage asked if there was a deadline for extending invitations and recruiting participants. Planner Cattan replied that the intent was to meet the October 1<sup>st</sup> deadline.

Chair Wintzer asked if a requirement should be that a task force representative must live in Park City. Planner Cattan explained that the representative would be asked to represent whatever role they play for that particular group, organization or resort. As an example, she would not want Jennie Smith with PCMR to be excluded because she might live outside of the City.

Commissioner Worel favored the citizen at large idea and asked if they were looking for diversity or had specific criteria. Planner Cattan replied that they would like some diversity. Currently 25% of the community is Latino. Therefore, a member of the Latino community was on the list. Commissioner Worel believed that senior citizen input was also important. Commissioner Hontz clarified that she was trying to make the list smaller rather than larger, but the list did not include the restaurant association or lodging association. In the interest of all-inclusive, those should probably be considered and put into the category of citizen at large. Commissioner Hontz also recommended the Park City Foundation.

Commissioner Savage commented on the purpose statement and the purpose of the task force. The objective is to have a quality General Plan as an end product. The General Plan needs to reflect certain key attributes that they learned from the visioning process and incorporate those qualities into the General Plan. He felt it would be worthwhile to look at the qualities more than constituency, to make sure they have the proper representation.

Chair Wintzer suggested that the Staff contact a few people on the list he read from 1996, to see if they could provide insight based on their experience having gone through the process.

Commissioner Worel asked if the second homeowner had ever been included. Commissioner Pettit stated that in the past they sought input from second homeowners but the response was minimal. Commissioner Savage stated that the second homeowner was his reason for suggesting that they include Talisker.

#### **Site Visit**

The Planning Commission left for the Old Town site visit. The Staff would provide a summary of their discussion during the site visit at the next meeting.

The work session was adjourned.

DRAFT

PARK CITY MUNICIPAL CORPORATION  
PLANNING COMMISSION MEETING MINUTES  
COUNCIL CHAMBERS  
MARSAC MUNICIPAL BUILDING  
SEPTEMBER 28, 2011

COMMISSIONERS IN ATTENDANCE:

Chair Charlie Wintzer, Brooke Hontz, Julia Pettit, Mick Savage, Adam Strachan, Jack Thomas, Nann Worel

EX OFFICIO:

Kirsten Whetstone Planner; Katie Cattan Planner; Polly Samuels McLean, Assistant City Attorney

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REGULAR MEETING

**ROLL CALL**

Chair Wintzer called the meeting to order at 5:40 p.m. and noted that all of the Commissioners were present.

**ADOPTION OF MINUTES**

August 24, 2011

MOTION: Commissioner Savage moved to APPROVE the minutes of August 24, 2011. Commissioner Pettit seconded the motion.

VOTE: The motion passed unanimously.

September 14, 2011

Commissioner Worel referred to page 33 of the Staff report, page 1 of the minutes and the statement by Jonathan Weidenhamer that "Park City was the first city to use an RDA." She asked if that was the first city in Utah or the first city anywhere. Commissioner Hontz recalled having that same thought when Mr. Weidenhamer made the statement. Chair Wintzer assumed it was the first city in Utah. Assistant City Attorney McLean remarked that the minutes should reflect the statement as it was said. She suggested that the Planning Commission approve the minutes as written and ask the Staff to clarify what Mr. Weidenhamer actually meant.

MOTION: Commissioner Hontz moved to APPROVE the minutes of September 14, 2011 as written. Commissioner Pettit seconded the motion.

VOTE: The motion passed 5-1. Commissioner Strachan abstained from the vote since he was absent on September 14, 2011.

**PUBLIC INPUT**

There were no comments.

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

Chair Wintzer reported that several of the Commissioners had questions regarding the flame at the entrance of Bonanza and Iron Horse. He had spoken with Planning Director Thomas Eddington who had a file on the Administrative CUP approval. Director Eddington would update the Planning Commission at the next meeting and explain how the process worked.

## **REGULAR AGENDA - DISCUSSION/PUBLIC HEARINGS/ POSSIBLE ACTION**

### **1. 50 Shadow Ridge – Condominium Conversion (Application #PL-10-00938)**

Planner Kirsten Whetstone reviewed the application to amend a condominium plat at 50 Shadow Ridge. The application requested five basic changes to the current plat.

Planner Whetstone reported that the primary change was a request to divide Unit 4119, which is a non-residential condominium on the main level that was designated as private. The request was to divide Unit 4119 into four individual condominiums for the same type of support commercial uses. The four units would continue to be designated as private.

Planner Whetstone stated that the second change was to combine the existing Unit 4119A, directly below on Level A. The third change was to convert a small area of private space in the lobby back to common space. The fourth change was to convert units on Level A from private area to common area.

Planner Whetstone stated that a fifth change was to show the location of the 90 existing parking spaces within the limited common area on Levels A and B. She noted that the current plat designated that area as limited common area and it was identified in the CC&Rs as parking for the units. Planner Whetstone stated that the Staff requested that the plat show the parking spaces so they could see the spaces and identify code violations. She was informed by the Building Department that the file was closed and the issues have been resolved. Planner Whetstone remarked that it is typical to identify the parking spaces on a condominium plat.

Planner Whetstone noted that another change not identified in the Staff report was that the elevator area would be common space.

Planner Whetstone stated that page 43 of the Staff report indicated that the project was approved with 66.6 spaces. She corrected that to read 67 spaces because numbers are rounded up. She also noted that the current LMC would require 112 parking spaces for 56 units, unless the Planning Commission found valid reason to reduce the parking requirement. Planner Whetstone pointed out that the proposed changes do not increase the parking requirements. A total of 90 parking spaces were constructed and 67 were approved for the units. All non-residential spaces are for support

commercial uses. Planner Whetstone remarked that the corrections to the Staff report would not affect the ordinance.

Planner Whetstone referred to Finding of Fact #7 and corrected the date of February 24, 2010 to correctly read, "On January 22, 2010 the Shadow Ridge Owners Association voted to approve the proposed plat amendments".

The Staff recommended that the Planning Commission conduct a public hearing, consider public input and consider forwarding a positive recommendation to the City Council according to the findings of fact, conclusions of law and conditions of approval as outlined in the draft ordinance, with the change noted to Finding of Fact #7.

Chair Wintzer opened the public hearing.

There were no comments.

Chair Wintzer closed the public hearing.

MOTION: Commissioner Pettit moved to forward a POSITIVE recommendation to the City Council on the Shadow Ridge Condominiums Seconded Amended plat in accordance with the Findings of Fact, Conclusions of Law and Conditions of Approval in the draft ordinance. Commissioner Savage seconded the motion.

VOTE: The motion passed unanimously.

#### Findings of Fact – Shadow Ridge Condominiums

1. The property is located at 50 Shadow Ridge Drive.
2. The property is subject to the 1979 Shadow Ridge Conditional Use Permit.
3. The proposed plat amendment amends Shadow ridge Condominium Units 4119, 4004, 4005, 4006, 4120, 3121, 4122 and 4123 and amends associated common and limited common areas within the plat. These are non-residential private units.
4. Shadow Ridge Condominium plat created 56 residential units on 4 floors; convertible space on the first floor (10,980 sf) and convertible space on the lower level (9,770 sf); 30, sf of limited common parking area (spaces were not designated on the plat); limited common area for decks, balconies, and other common area for circulation, access, entry, lobby, etc. The first plat was approved by City Council and recorded at Summit County on May 1, 1980.
5. The plat amendment is not changing the building height, setbacks, floor area, parking configuration or making any exterior changes. The building complies with the rear 10' setbacks and the 20' front setbacks of the Recreation Commercial (RC) zone, with the exception that all decks and balconies extend into the 20' front yard area by 2' to 4'. These decks and balconies were permitted as an exception in the setback area with the Conditional Use Permit. The building height is 40' and in compliance with the height

permitted with the Conditional Use permit, however, the building is non-complying with respect to the current 35' building height of the RC zone, as mansard roofs do not qualify for the 5' height exception in the current LMC.

6. In June of 1984 a first amended plat was approved. The plat was recorded at Summit County on June 21, 1984. The first amended plat created, from the convertible space, eight commercial condominium units (units 4116 to 4123) on the first floor and six commercial condominium units (units 4001 to 4006) on the lower level. These units were all designated as private area for non-residential uses.
7. On January 22, 2010 the Shadow Ridge Condominium Owners Association voted to approve the proposed plat amendments.
8. On March 25, 2010, the City received a completed application for a condominium record of survey plat amendment requesting these amendments to the First Amended Shadow Ridge Condominium plat.
9. On March 4, 2011, the City received a revised plat.
10. There is no change to any residential unit and no change in the overall building floor area. No exterior changes are proposed with this plat amendment.
11. Ninety (90) parking spaces exist within the parking structure and the plat amendment identifies these spaces within the limited common area on the lower levels. No additional parking is proposed.
12. The project was approved with 67 parking spaces per the Land Management Code at the time of Conditional Use approval. The current Land Management Code requires 2 parking spaces for each unit greater than 1,000 sf and 3 spaces per 1,000 sf of commercial space (support commercial and common areas do not require parking).
13. The current LMC would require 112 parking spaces for the 56 units, unless a parking reduction is granted by the Planning Commission at the time of approval of a Master Planned Development. At the time of CUP approval, it was determined that 67 parking spaces were required for the units.
14. No additional floor area or new residential units are created with the plat amendment and no additional parking is required.
15. The commercial areas within the Shadow Ridge condominium building are restricted to support commercial uses. The current proposal is a request to divide up one of the existing commercial condominium units into four separate units and does not create new support commercial space.

16. At the time of business license review, proposed uses within the Shadow Ridge condominium building will be reviewed by Planning, Building, and Finance for compliance with the Building and Fire Codes and the RC zone requirements.

Conclusions of Law – Shadow Ridge Condominiums

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

Conditions of Approval – Shadow Ridge Condominiums

1. The City Attorney and City Engineer will review and approve the final form and content of the plat for compliance with State law, the Land Management Code, and the conditions of approval.
2. The applicant will record the plat amendment at the County within one year from the date of City Council approval. If recordation has not occurred within one year's time, this approval for the plat amendment will be void, unless a complete application requesting an extension is made in writing prior to the expiration date and an extension is granted by the City Council.
3. All construction requires a Building Permit and approvals from the Building and Planning Departments.
4. The commercial areas within the Shadow Ridge condominium building are restricted to support commercial uses as provided in the Recreation Commercial (RC) zone.
5. Any change of use requires a business license with review by the Planning, Building, and Finance Departments.
6. All conditions of approval of the 1979 Shadow Ridge Conditional Use Permit and the 1984 First Amended Shadow Ridge Condominium plat continue to apply.

The Park City Planning Commission meeting adjourned at 6:10 p.m.

## **REGULAR AGENDA**



# Planning Commission Staff Report



**Subject:** Snowcrest Condominiums  
PL-11-01227  
**Author:** Mathew W. Evans, Senior Planner  
**Date:** October 26, 2011  
**Type of Item:** Administrative – Plat Amendment

## **Summary Recommendations**

Staff recommends that the Planning Commission hold a public hearing for the Snowcrest Condominium Plat Amendment and consider forwarding a positive recommendation to the City Council based on the findings of fact, conclusions of law and conditions of approval as found in the draft ordinance.

## **Description**

**Applicant:** Snowcrest Homeowners Association  
**Location:** 1530 Empire Avenue  
**Zoning:** Recreational Commercial  
**Adjacent Land Uses:** Park City Mountain Resort; attached and detached single-family and multi-family dwelling units, Hotels, incidental commercial.  
**Reason for Review:** Plat amendments require Planning Commission review and City Council approval

## **Proposal:**

The proposed plat amendment drops the name “Hotel” from the plat name and property title. There are no proposed changes to the façade, building footprint, or any of the existing amenities. The individually owned condo units are used by the owners and some are available for nightly rentals. The owners wish to drop the “hotel” designation to better reflect the current use as more of an individual ownership condominium rather than a hotel. According to the applicant, it has also become difficult for individual owners to sell the units with the “Hotel” designation as banks and other financial institutions have apparently ceased or slowed lending to “Hotel Condominiums” because they are considered investment property. Therefore, the applicant desires to remove the word “Hotel” from the name, record the amended plat and vacate the previous plat. The propose name is “Snowcrest Condominiums”.

## **Background**

On March 24, 2010, the City received a completed application for the Snowcrest Condominium Plat Amendment. The property is located at 1530 Empire Avenue in the Recreational Commercial (RC) zoning district. The plat amendment application was put on hold until the applicant addressed several outstanding building code issues.

Currently named the “Snowcrest Hotel Condominiums”, the existing 51 unit condominium was built in 1980 and is located on the corner of Empire Avenue and Silver King Drive near the Park City Mountain Resort. The condominiums are located on 1.18 acres and consist of one large “L” shaped building of 51,350 square feet, three stories in height. Existing amenities include a pool, hot tub, lobby and covered drive-through entrance.

In 1997, a Plat Amendment for units 316 and 317 was approved. The plat amendment reflected the physical change that occurred when the owner of unit 317 acquired the loft space of unit 316, and adjoined the two spaces with a doorway between the two, and removed the stairs to the loft from unit 316.

In 1997, units 316 and 317, both owned by the same person, were adjoined when an opening between the lofts was created. Later the access to the loft of unit 316 was removed, and a plat amendment was created reflecting the change to the units. However, the access between unit 316 and 317 no longer had the required fire-wall separation required by the building code. The owners of those units have been working with the building department to correct those issues, which still remain unsolved. However, in an effort to allow the remaining owners of the condominiums to move forward, the building department has suggested that a fire-rated door be placed between the two lofts now a part of unit 317, in order to mitigate the problem. The owner of unit 317 has agreed to this condition and will be installing the door prior as a condition of approval of this amended condominium plat.

### **Analysis**

Staff finds good cause for this plat amendment. The original building was constructed more as a hotel with time-share like individual ownership, but due to recent market changes, the property functions more like a condominium unit project. The applicants all believe that the function of the building is more conducive to full-time and season residence than just nightly rentals.

The proposal simply drops the hotel designation to better reflect the majority of its current use. It is still anticipated that nightly rentals will occur within the building. Nightly rentals are permitted within the RC zone designation regardless of the building designation as a “Hotel” or not. Surrounding condominium projects nearby also have nightly rentals.

There are no proposed changes to the building or the amenities. The changes proposed are in name only. No physical changes to the building are a result of the condo plat amendment. The amendment also incorporates the previously mentioned amendment to units 316 and 317 which combined the lofts of both units as part of 317.

### **Process**

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

### **Department Review**

This project has gone through an interdepartmental review. The Building Department has worked with the owners of units 316 and 317 to correct issues related to the doorway installed between the fire-wall of the two units. The Development Review Committee was concerned about nightly rentals and any nonconformity there might be with the changing of the designation. However, nightly rentals are a permitted use within the Residential Commercial zone, regardless of the condominium designation. Within the RC zone, single family homes or units within a condominium are permitted to rent their units. Other zone designations require a Conditional Use Permit for nightly rentals, but they are an allowed use in the RC zone.

### **Notice**

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

### **Public Input**

No public input has been received by the time of this report; public input may be taken at the regularly scheduled Planning Commission public hearing.

### **Alternatives**

- The Planning Commission may forward a positive recommendation to the City Council for the Snowcrest Condominium Plat Amendment as conditioned or amended; or
- The Planning Commission may forward a negative recommendation to the City Council for the Snowcrest Condominium Plat Amendment and direct staff to make Findings for this decision; or
- The Planning Commission may continue the discussion on Snowcrest Condominium Plat Amendment to a date certain.

### **Significant Impacts**

There are no significant fiscal or environmental impacts from this application. The building and all associated amenities were previously constructed and there are no proposed changes to the site and no increase in the parking requirements.

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

The recorded condominium hotel plat stays as is.

### **Recommendation**

Staff recommends the Planning Commission hold a public hearing for the Snowcrest Condominium Plat Amendment and forward a positive recommendation to the City Council based on the findings of fact, conclusions of law and conditions of approval as found in the draft ordinance.

### **Exhibits**

Ordinance

Exhibit A – Draft Ordinance with Proposed Plat  
Exhibit B – Existing Plat  
Exhibit C – 1997 Amended Plat for units 316 and 317

Draft Ordinance

Ordinance No. 11-

**AN ORDINANCE APPROVING THE SNOWCREST CONDOMINIUM PLAT AMENDMENT LOCATED AT 1530 EMPIRE AVENUE, PARK CITY, UTAH.**

WHEREAS, the owners of the Snowcrest Homeowners Association (Applicant), owners of the property located at 1530 Empire Avenue have petitioned the City Council for approval of the Snowcrest Condominium Plat Amendment; and

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

WHEREAS, proper legal notice was sent to all affected property owners; and

WHEREAS, the Planning Commission held a public hearing on October 26, 2011, to receive input on the Snowcrest Condominium Plat Amendment;

WHEREAS, the Planning Commission, on the aforementioned date, forwarded a positive recommendation to the City Council;

WHEREAS; the City Council, held a public hearing on November 10, 2011; and,

WHEREAS, it is in the best interest of Park City, Utah to approve the Snowcrest Condominium Plat Amendment.

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

**SECTION 1. APPROVAL.** The above recitals are hereby incorporated as findings of fact. The Snowcrest Condominium Plat Amendment as shown in Exhibit A is approved subject to the following Findings of Facts, Conclusions of Law, and Conditions of Approval:

Findings of Fact:

1. The property is located at 1530 Empire Avenue within the Residential Commercial (RC) zoning district.
2. There are no proposed changes to the building footprint or any of the existing units within the building, including the exterior elevation, parking, amenities, or otherwise.
3. The applicants proposed to drop the name "Hotel" from the recorded name of the condominium plat.
4. Per Section 15-2.16-2(A)(7), Chapter 2.16 Recreational Commercial District of Title 15 of the LMC, nightly rentals are permitted, and would be permitted regardless if the name of the condominiums changes or stays the same.

5. There are no known nonconformities associated with the existing building or the uses therein.
6. Multi-family dwellings are a conditional use within the RC Zone District.

Conclusions of Law:

1. There is good cause for this plat amendment.
2. The plat amendment is consistent with the Park City Land Management Code and applicable State law regarding subdivisions.
3. Neither the public nor any person will be materially injured by the proposed plat amendment.
4. Approval of the plat amendment, subject to the conditions stated below, does not adversely affect the health, safety and welfare of the citizens of Park City.

Conditions of Approval:

1. The City Attorney and City Engineer will review and approve the final form and content of the plat amendment for compliance with State law, the Land Management Code, and the conditions of approval, prior to recordation of the plat.
2. The applicant will record the plat amendment at the County within one year from the date of City Council approval. If recordation has not occurred within one year's time, this approval for the plat will be void, unless a complete application requesting an extension is made in writing prior to the expiration date and an extension is granted by the City Council.
3. The owner of unit 317 shall work with the building department to the building department's satisfaction to mitigate the issues related to the opening of the fire-wall between the loft areas prior to plat recordation.

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

PASSED AND ADOPTED this 10 day of November, 2011.

PARK CITY MUNICIPAL CORPORATION

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

ATTEST:

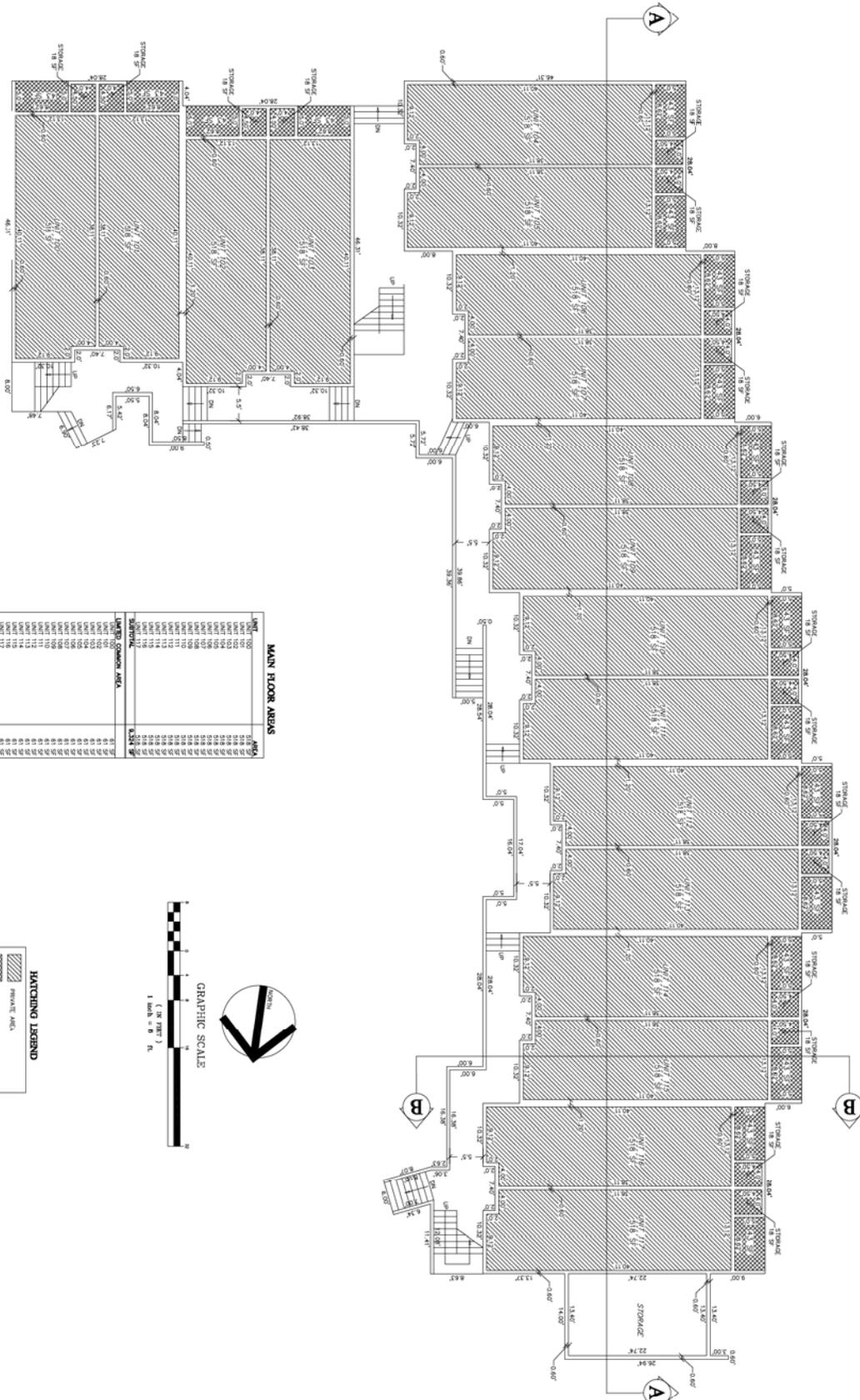
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Jan Scott, City Recorder

APPROVED AS TO FORM:

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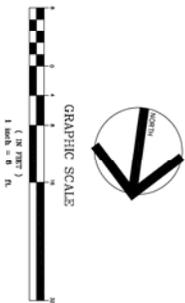
Mark Harrington, City Attorney





**MAIN FLOOR AREAS**

UNIT	AREA	AREA	UNIT	AREA	AREA
UNIT 101	PRIVATE AREA	41.75	UNIT 108	PRIVATE AREA	41.75
UNIT 101	COMMON AREA	1.25	UNIT 108	COMMON AREA	1.25
UNIT 102	PRIVATE AREA	41.75	UNIT 109	PRIVATE AREA	41.75
UNIT 102	COMMON AREA	1.25	UNIT 109	COMMON AREA	1.25
UNIT 103	PRIVATE AREA	41.75	UNIT 110	PRIVATE AREA	41.75
UNIT 103	COMMON AREA	1.25	UNIT 110	COMMON AREA	1.25
UNIT 104	PRIVATE AREA	41.75	UNIT 111	PRIVATE AREA	41.75
UNIT 104	COMMON AREA	1.25	UNIT 111	COMMON AREA	1.25
UNIT 105	PRIVATE AREA	41.75	UNIT 112	PRIVATE AREA	41.75
UNIT 105	COMMON AREA	1.25	UNIT 112	COMMON AREA	1.25
UNIT 106	PRIVATE AREA	41.75			
UNIT 106	COMMON AREA	1.25			
UNIT 107	PRIVATE AREA	41.75			
UNIT 107	COMMON AREA	1.25			
UNIT 108	PRIVATE AREA	41.75			
UNIT 108	COMMON AREA	1.25			
UNIT 109	PRIVATE AREA	41.75			
UNIT 109	COMMON AREA	1.25			
UNIT 110	PRIVATE AREA	41.75			
UNIT 110	COMMON AREA	1.25			
UNIT 111	PRIVATE AREA	41.75			
UNIT 111	COMMON AREA	1.25			
UNIT 112	PRIVATE AREA	41.75			
UNIT 112	COMMON AREA	1.25			
TOTAL UNIT AREA		483.75			
TOTAL COMMON AREA		12.50			
TOTAL AREA		496.25			



NO. \_\_\_\_\_ RECORDED  
 DATE OF \_\_\_\_\_  
 QUANTITY OF \_\_\_\_\_  
 RECORDED AT THE REQUEST OF \_\_\_\_\_ COUNTY RECORDER  
 TITLE \_\_\_\_\_

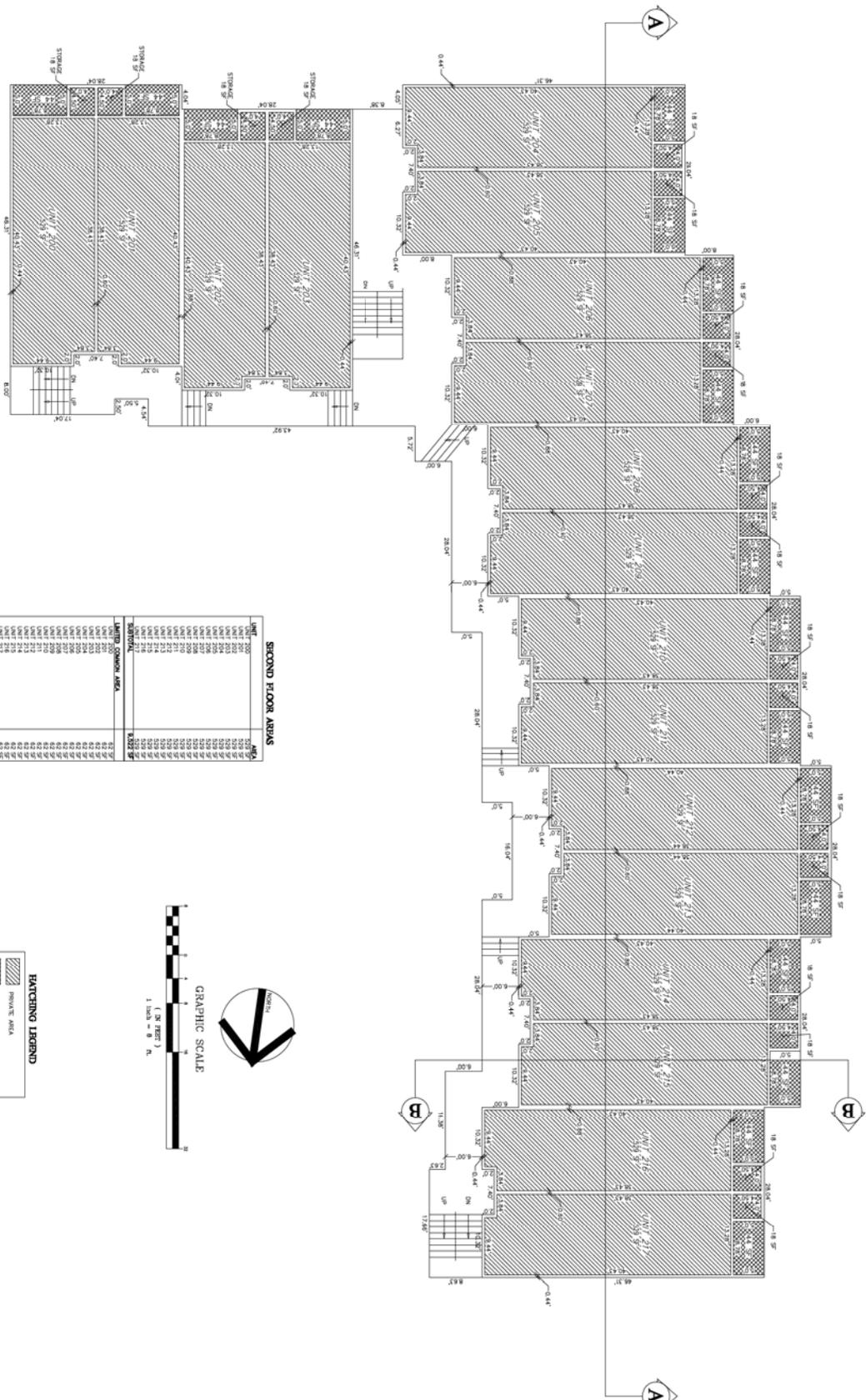
**SNOWCREST CONDOMINIUMS**  
**FIRST FLOOR**  
 Planning Commission - October 26, 2011  
 SNOWCREST HOA

DESIGNED BY: ADW  
 DRAWN BY: ADW  
 CHECKED BY: GRY/AJD

DATE	BY	REVISIONS	COMMENTS

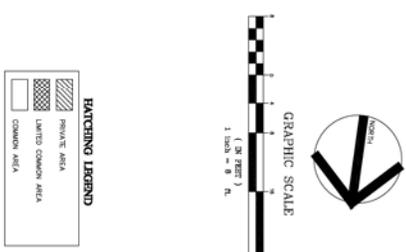
**Evergreen Engineering, Inc.**  
 Civil Engineering • Land Surveying • Land Planning  
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 E-mail: office@evergreen-eng.com

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**SECOND FLOOR AREAS**

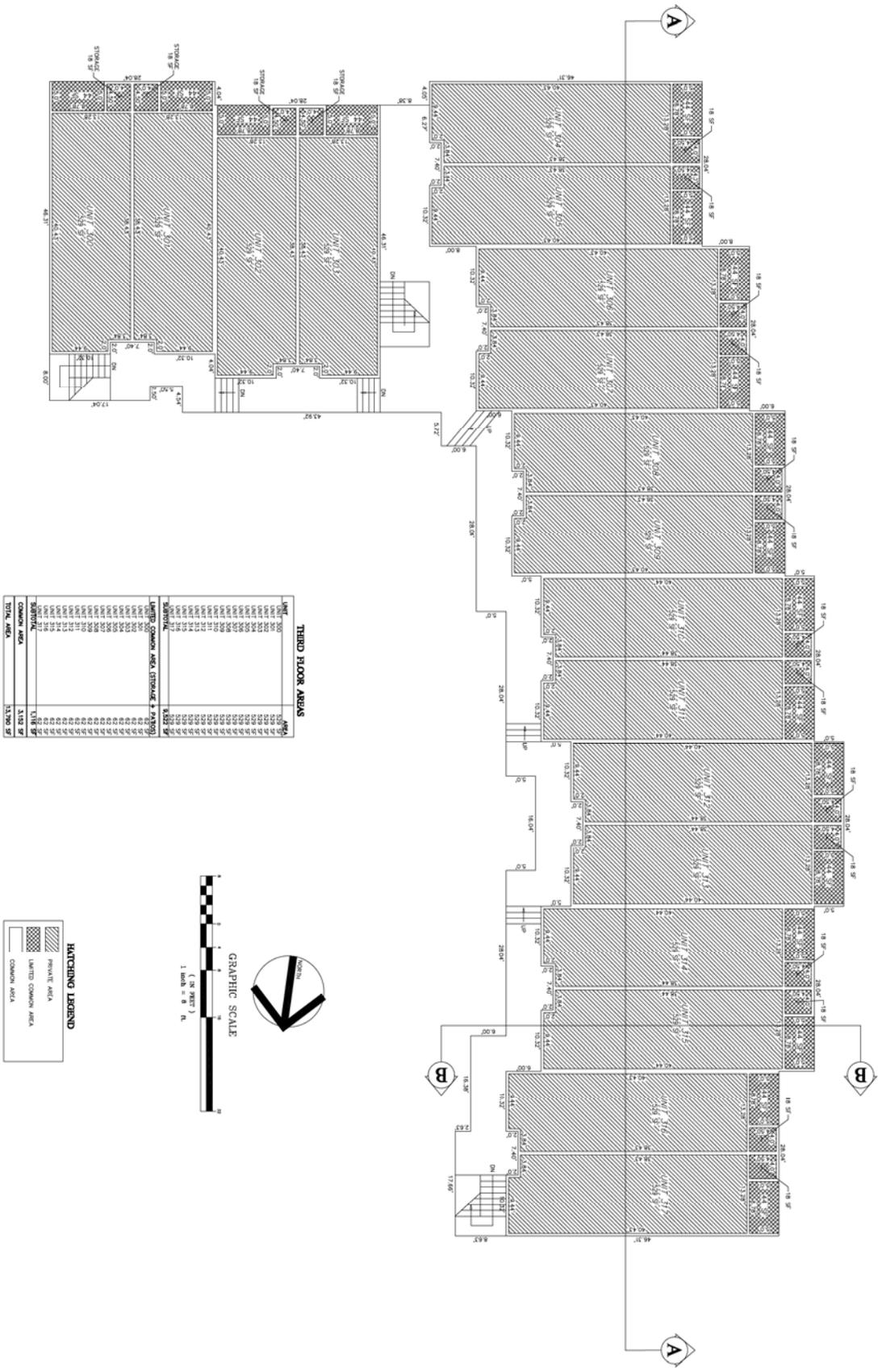
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NO. \_\_\_\_\_ RECORDED  
 STATE OF \_\_\_\_\_  
 COUNTY OF \_\_\_\_\_  
 COUNTY RECORDER

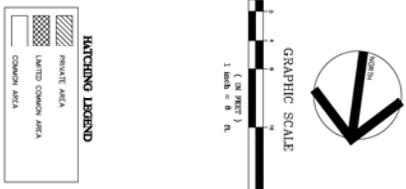
<p><b>SNOWCREST CONDOMINIUMS</b>  <b>SECOND FLOOR</b></p> <p>Planning Commission - October 26, 2011</p>	<p>DESIGNED BY: ADM          DRAWN BY: CHD          CHECKED BY: CHW/ADM</p>	<p>DATE: _____ BY: _____</p> <p>REVISIONS: _____</p>	<p><b>Evergreen Engineering, Inc.</b></p> <p>© 2011 Evergreen Engineering, Inc.</p>
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**THIRD FLOOR AREAS**

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<b>TOTAL AREA</b>	<b>14790.57</b>	<b>14790.57</b>



NO. \_\_\_\_\_ RECORDED  
 STATE OF \_\_\_\_\_  
 COUNTY OF \_\_\_\_\_  
 COUNTY RECORDER

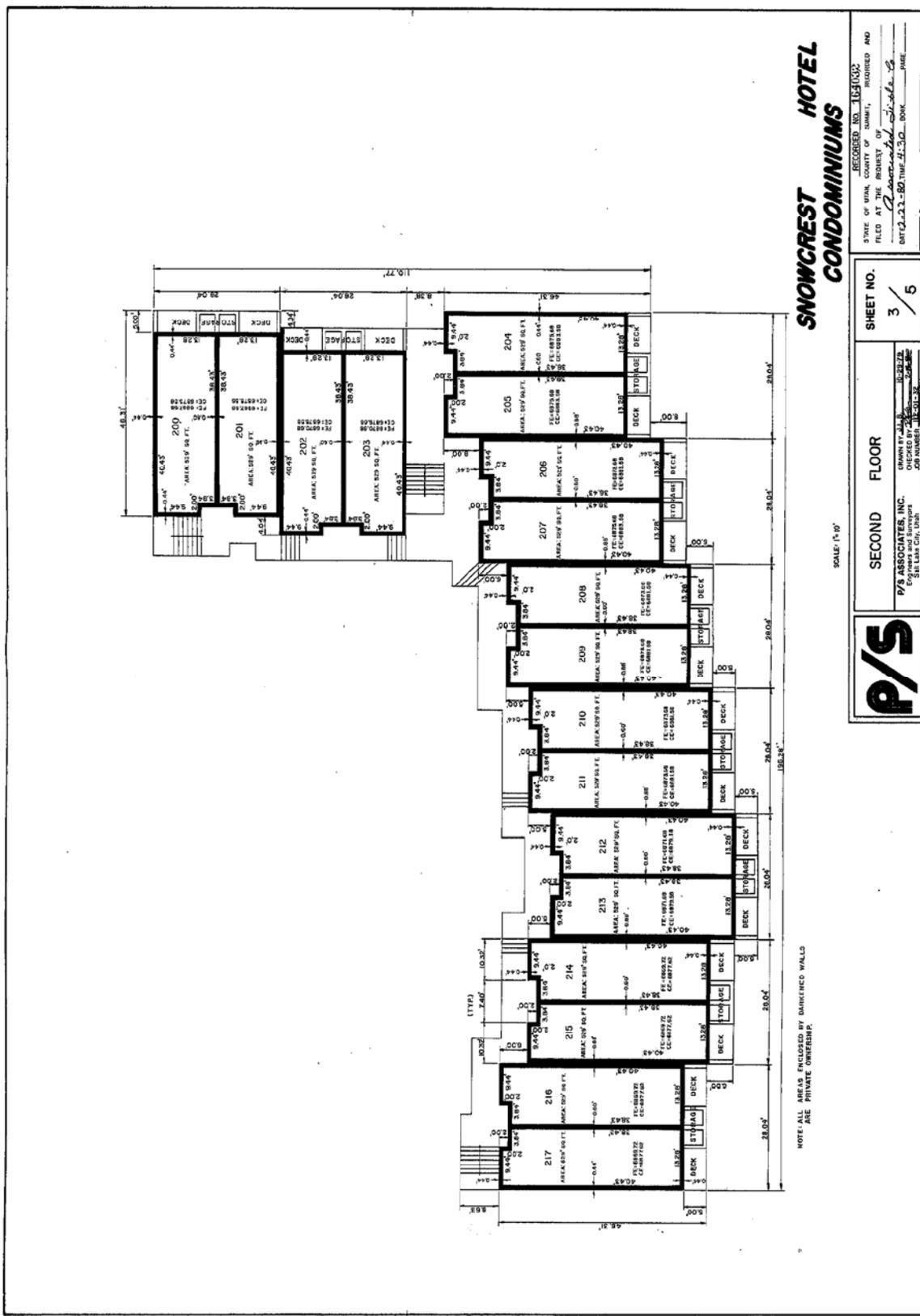
<b>SNOWCREST CONDOMINIUMS</b> <b>THIRD FLOOR</b> Planning Commission - October 26, 2011	DESIGNED BY: ADM DRAWN BY: CHW/ADM CHECKED BY: CHW/ADM	SHEET 4 OF 6	FOR: SNOWCREST HOA	PROJECT: SNOWCREST/FLOORPLANS	DATE: 10/01/11	REVISIONS COMMENTS	<b>Evergreen Engineering, Inc.</b> Page 25 of 36 <small>           614 Engineering + Land Surveying            1670 Bluegrass Drive • Suite 104            P.O. Box 2885 • Park City, Utah • 84060            Phone: (435) 648-6667 • Fax: (435) 648-9219            E-mail: office@evergreen-eng.com         </small>
			© 2011 Evergreen Engineering, Inc.				







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 MAR 24 2011  
 PARK CITY  
 PLANNING DEPT.



**SNOWCREST HOTEL CONDOMINIUMS**

RECORDED NO. 1031032  
 STATE OF UTAH, COUNTY OF SUMMIT, RECORDED AND  
 FILED AT THE REQUEST OF  
*Parsons Architects, Inc.*  
 DATE 11-23-2010 TIME 2:30 PM  
 FEE \$77.00

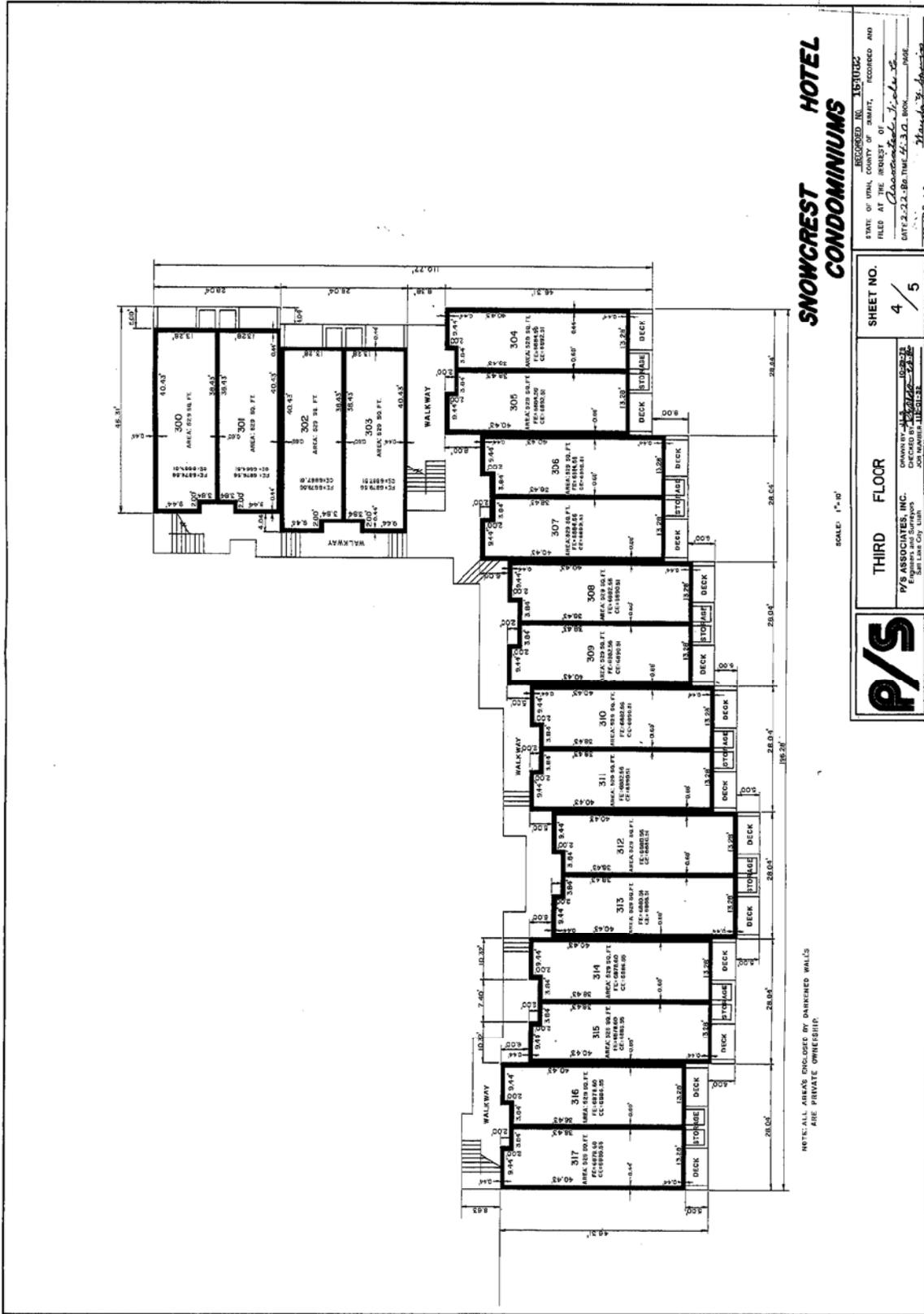
SHEET NO. 3 / 5

SECOND FLOOR  
 P/S ASSOCIATES, INC.  
 100 SOUTH 200 WEST  
 SALT LAKE CITY, UTAH



NOTE: ALL AREAS ENCLOSED BY DASHED LINES ARE PRIVATE OWNERSHIP.

SNOWCREST HOTEL CONDO



**SNOWCREST HOTEL  
CONDOMINIUMS**

RECEIVED  
MAR 24 2011  
PARK CITY  
PLANNING DEPT.

RECORDED NO. 157002  
STATE OF UTAH, COUNTY OF SUMMIT, RECORDED AND  
FILED AT THE OFFICE OF  
*Connors & J. L. Co.*  
DATE 2-22-09, TIME 1:33 P.M. PAGE  
SHEET 4 OF 5  
PROJECT NO. 157002

SHEET NO.  
4 / 5

THIRD FLOOR  
P/S ASSOCIATES, INC.  
Engineers and Surveyors  
San Jose, California

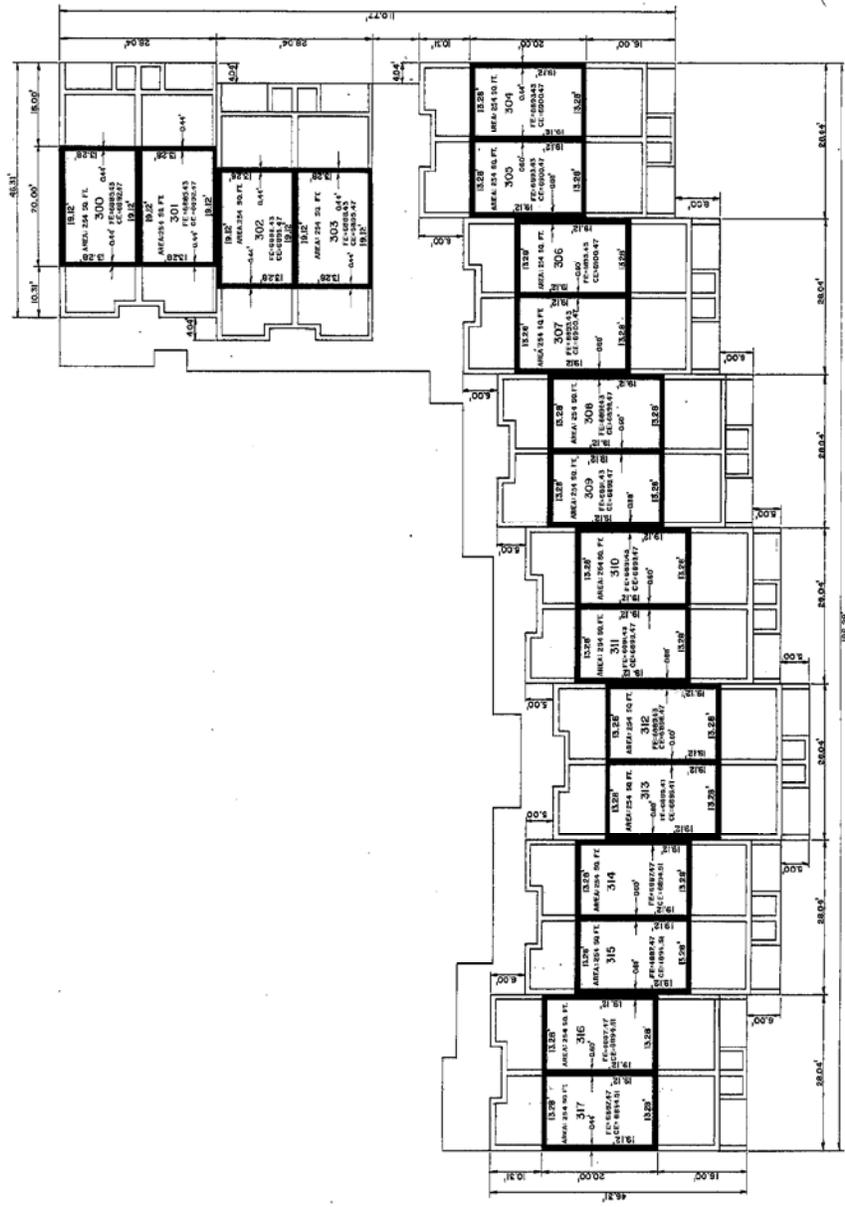


SCALE: 1"=6'

NOTE: ALL AREAS ENCLOSED BY DARKENED WALLS  
ARE PRIVATE OWNERSHIP.

SNOWCREST HOTEL CONDOS 4/5

RECEIVED  
MAR 24 2011  
PLANNING DEPT.



**SNOWCREST HOTEL  
CONDOMINIUMS**

RECORDED IN 2009  
STATE OF UTAH, COUNTY OF SUMMIT, RECORDED AND  
FILED AT THE REQUEST OF  
*James L. Smith, Jr.*  
DATE 2-23-09 TIME 4:30 P.M.  
FEE \$72.00

SHEET NO. 5 / 5

THIRD FLOOR LOFT  
P/S ASSOCIATES, INC.  
DRAWN BY: *[Signature]*  
300 N. LAKE CITY, UTAH  
JOB NUMBER: 04-03-02

**P/S**

SNOWCREST HOTEL CONT'D



# Planning Commission Staff Report



**Subject:** 57 King Road  
**Project #:** PL-11-01327  
**Author:** Kirsten Whetstone  
**Date:** October 26, 2011  
**Type of Item:** Administrative – Steep Slope Conditional Use Permit

## Summary Recommendations

Staff recommends the Planning Commission review a request for a Steep Slope Conditional Use Permit (CUP) at 57 King Road. Staff has prepared findings of fact, conclusions of law, and conditions of approval for the Commission’s consideration.

## Description

**Applicant/Owner:** Rudolf Otrusnik  
**Architect:** Warren Lloyd, AIA, Leed AP  
**Location:** 57 King Road  
**Zoning:** Historic Residential Low Density (HRL)  
**Adjacent Land Uses:** Residential  
**Reason for Review:** Construction on a steep slope requires a CUP

## Proposal

This application is a request for a Steep Slope Conditional Use Permit for a single family home on a 7,305 square foot existing platted lot with an allowable building footprint of 2,411 sf. The proposed house includes 2,180 sf of above ground floor area and a building footprint of 1,878 sf. The house exceeds setbacks, retains significant vegetation, and does not exceed 27’ in height. The house shares a driveway with 55 King Road with access to King Road (Exhibit A).

## Background

On August 12, 2011, the City received a completed application for a Conditional Use Permit (CUP) for “Construction on a Steep Slope” at 57 King Road. The property is located in the Historic Residential Low Density (HRL) zoning district. The property, Lot 1 of the Anchor Development Second amended subdivision plat of the Millsite Reservation Subdivision No. 1, contains 7,305 square feet and is currently vacant (Exhibit B).

The amended subdivision plat, recorded on December 11, 1998 includes plat notes regarding 1) shared access from King Road with adjacent lots, 2) limits on above ground floor area, 3) requires residential fire sprinklers, and 4) prohibits the re-subdivision of lots.

The notes regarding floor area state that “above ground building square footage for Lot 1 is 2,400 square feet (not including the garage) and 3,400 square feet (not including the garage) for Lot 2”. The notes further clarify that “above ground square footage are considered to be the floor area of the building that is 80% or more above finished grade.

Above ground square footage does not include the floor area associated with a true basement or crawl space.”

This application is a request for a Conditional Use Permit for construction of a single family house with an attached garage on the lowest level. Because the total proposed dwelling square footage is greater than 1,000 square feet, and would be constructed on a slope greater than 30%, the applicant is required to file a Conditional Use Permit application for review by the Planning Commission, pursuant to Section 15-2.1-6 of the LMC.

A Historic District Design Review (HDDR) application is being reviewed by staff for compliance with the June 19, 2009 Design Guidelines for Historic Districts and Historic Sites. There are no historic structures located on the property. There are historic structures on adjacent lots.

**Analysis**

The proposed single family house contains a total of 3,768 square feet including the garage. The lot area is 7,305 sf with an LMC allowed building footprint of 2,411 sf. A building footprint of 1,878 sf is proposed.

The proposed house includes 2,540 sf of heated space and 1,228 square feet of unheated garage/storage area.

The total above ground area (i.e. area that is 80% or more above finished grade), excluding the garage, is 2,180 square feet with 1,190 sf on the main level and 990 sf on the upper level. The design complies with the plat note that restricts above ground floor area to a maximum of 2,400 sf, excluding the garage.

Staff made the following LMC related findings:

<b>Requirement</b>	<b>LMC Requirement</b>	<b>Proposed</b>
Lot Size	3,750 square feet, <u>minimum</u>	7,305 square feet, <u>complies.</u>
Building Footprint	2,411 square feet (based on lot area) <u>maximum</u>	1,878 square feet, <u>complies.</u>
Front and Rear Yard	12 feet, <u>minimum (25' total)</u>	27 feet (front), <u>complies.</u> 15 feet (rear), <u>complies.</u>
Side Yard	5 feet, <u>minimum, (14' total)</u>	25'3" left side, 12' and 11'1" right side; <u>complies.</u>
Height	27 feet above existing grade, <u>maximum.</u>	Does not exceed 27 feet, includes heights of 27' for peak of roof on upper east side, 23'7" for peak of roof on upper west side, 22' at center shed roof, and 25' for peak of roof over garage, <u>complies.</u>

Parking	Two parking spaces are required.	2 interior spaces are provided, <u>complies.</u>
Roof Pitch	7:12 to 12:12 for primary roofs. Non-primary roofs may be less than 7:12.	8:12 to 10:12 for all primary roofs with minor shed roof elements at 4:12 <u>complies.</u>
Number of stories	3 maximum	Three stories, <u>complies.</u>
Vertical articulation	10' minimum horizontal step in downhill façade for 3rd story	23' horizontal step to the where the shed roof begins to slope up to the 3 <sup>rd</sup> story-35' horizontal step to 3 <sup>rd</sup> story ridge <u>complies.</u>
Final grade	No more than four feet from existing grade	3' or less (exception for garage and window wells), <u>complies.</u>
Floor Area	Maximum of 2,400 sf of above ground floor area, excluding the garage.	2,180 sf above ground floor area, excluding the garage, <u>complies.</u>

Section 15-2.1-6 of the LMC provides for development in excess of one thousand square feet (1,000 sq. ft.) on steep sloping lots within the HRL zoning district, subject to the following criteria:

**Criteria 1: Location of Development.** Development is located and designed to reduce visual and environmental impacts of the Structure. **No unmitigated impacts.**

The proposed design consists of a new single-family structure with three stories. The house includes a two-car garage on the lower level. The house steps with the grade and is proposed with greater setbacks than required. Proposed lot coverage is 26%. The house shares a driveway with 55 King Road. The house is to be located 80' to 100' from King Road behind 41 King Road, 69 King Road, and 81 King Road and is located behind 55 King Road as viewed from Daly Avenue. The large existing White Fir tree will remain. In the rear and east side yards the existing oaks outside of the building footprint will remain and provide summer screening of the house from the west. The large deciduous tree to the left of the garage will be pruned of dead material and will remain. This tree provides summer screening of the structure from the east. The proposed house is located and designed to reduce visual and environmental impacts of the structure.

**Criteria 2: Visual Analysis.** The Applicant must provide the Planning Department with a visual analysis of the project from key Vantage Points to determine potential impacts of the project and identify potential for screening, slope stabilization, erosion mitigation, vegetation protection, and other items. **No unmitigated impacts.**

The applicant submitted a visual analysis, including a model, and renderings showing a contextual analysis of visual impacts including existing conditions from extraverted and introverted perspectives.

The proposed structure will not be viewed from the key vantage points as indicated in the LMC Section 15-15- 1.283, with the exception of a cross canyon view. The cross canyon view from Prospect Avenue looks down on the lot and onto roof tops of surrounding houses. From the cross canyon view there is a back drop of three and four story contemporary homes on the steep slopes of King Road and Upper Norfolk Avenue above this lot. Visual impacts from this vantage point are mitigated by stepping the house with the existing grade, breaking the house into two smaller massing elements, and by maintaining existing vegetation to the greatest extent possible.

The house will be somewhat visible from King Road, approximately 60' to 100' from the edge of pavement and behind existing one story historic structures. The existing elevation of the lot at the building pad is 15' to 18' higher than the elevation of King Road, accounting in part for the difference in perceived height and mass. In viewing the perspectives from King Road and Norfolk, taking into consideration the change in topography, staff finds the stepped massing is compatible with the one and two story historic homes and the three and four story contemporary homes in the area.

**Criteria 3:** Access. Access points and driveways must be designed to minimize Grading of the natural topography and to reduce overall Building scale. Common driveways and Parking Areas, and side Access to garages are strongly encouraged, where feasible. **No unmitigated impacts.**

The proposed design incorporates a shared driveway with 55 King Road in the existing location thus minimizing both grading of the natural topography and reducing the overall building scale. The driveway access is on the downhill side of the lot and the garage is at the same level as the driveway. The driveway has a minimal slope from King Road reducing both excavation and height of retaining walls necessary to construct the garage. To the east of the garage the natural slope is maintained. To the west, a retaining wall is proposed that does not exceed 5' in height above the driveway.

**Criteria 4:** Terracing. The project may include terraced retaining Structures if necessary to regain Natural Grade. **No unmitigated impacts.**

Limited retaining is necessary as the rear of the house retains grade and the shed roof and lower level house sections transition the massing into the hillside. The Land Management Code requires that final grade be within four feet (4') of existing grade to mitigate impacts of excavation. The proposed design indicates that final grade will be well within the 4' requirement and typically within 1' to 3' of existing grade for the perimeter of the house, with the exception of the garage and window wells, as allowed by the LMC.

**Criteria 5:** Building Location. Buildings, access, and infrastructure must be located to minimize cut and fill that would alter the perceived natural topography of the Site. The Site design and Building Footprint must coordinate with adjacent properties to maximize

opportunities for open Areas and preservation of natural vegetation, to minimize driveway and Parking Areas, and provide variation of the Front Yard. No unmitigated impacts.

The building pad location, access, and infrastructure are located in such a manner as to minimize cut and fill that will alter the perceived natural topography. The house steps with the slope and the existing and final grades are well within the required 4' separation. The house conforms to the natural topography of the property. There is a 24' difference in elevation across the building pad area of the lot.

Access is shared with 55 King Road via a public utility and access easement recorded on the plat. Utilities are located within the easement for 55 King Road. A final utility plan, including a drainage plan, for 57 King Road will need to be submitted with the building plans and to be approved by the City Engineer and utility providers prior to issuance of a building permit. The location of utilities is such that disturbance of the natural topography of the Site is minimized.

The site design, stepping of the building mass, reduced building footprint, and increased setbacks maximizes the opportunity for open area and natural vegetation and significant trees to remain.

Staff recommends a condition of approval that the driveway width at the easement be to 20' from the initial proposal of 27' in order to minimize hard surface area and maintain an existing tree. The area directly in front of the garage can be wider, tapering to 20' at the easement. The driveway and garage doors are not visible from King Road as they are located behind existing houses and face away from the street. The garage doors are approximately 120' from King Road.

The proposed configuration of side by side parking, as opposed to tandem parking, is strongly discouraged by the Design Guidelines; however the Guidelines do allow for this configuration if the garage doors can be "visually minimized when viewed from the public right-of-way." Visual impacts of the proposed garage doors are minimized by 1) the distance from King Road and the orientation, 2) a 6'6" deep cantilevered deck and railings located above the garage to provide shadows and screening, 3) by recessing the garage doors 1'3" in from the face of the garage, and 4) by the proposed retaining wall on the west side of the driveway to provide additional screening. Additionally, two separate garage doors are proposed and the individual doors do not exceed the dimensions of 9' by 9', consistent with the Design Guidelines.

**Criteria 6:** Building Form and Scale. Where Building masses orient against the Lot's existing contours, the Structures must be stepped with the Grade and broken into a series of individual smaller components that are Compatible with the District. Low profile Buildings that orient with existing contours are strongly encouraged. The garage must be subordinate in design to the main Building. In order to decrease the perceived bulk of the Main Building, the Planning Commission may require a garage separate from the main Structure or no garage. No unmitigated impacts.

The house is proposed to step with the slope as it rises with the depth of the lot. The lower stories are situated into the hillside with the garage doors exposed. The rear portion of the main level is also situated into the hillside. The upper level (3<sup>rd</sup> story) consists of 990 sf, approximately ½ of the total footprint, indicating that the exposed massing significantly steps with the hillside. Approximately 2,180 sf of the total 3,768 sf of building space is above ground. The Main floor is within or less than four feet of existing grade creating a low profile building than orients with the existing contours. The garage is below existing grade and is 27 feet from the property line and over 120 feet from King Road. The garage doors are perpendicular to King Road and the garage is subordinate to the design of the house. A twenty-three foot (23') horizontal step is proposed from the 2<sup>nd</sup> story shed roof to the 3rd story ridge. The actual horizontal distance to beginning of the 3rd story ridge from the second story ridge is thirty-five (35'). Under the current LMC a 10' horizontal step is required between the second and third floors.

The applicant is proposing to use compatible architectural materials, dimensions, and elements, including covered porches, exposed rafters, slight wood columns, lap siding, combinations of pitched and shed roofing, pipe gutters, vertically proportioned windows, metal roofing, and stone. The house is broken into smaller massing components that are compatible with the massing of surrounding historic structures.

Because the house conforms to the natural sloping topography, the upper one story portion is higher than the one story houses on King Road. The lot is 14' to 20' higher than the grade of King Road at the building pad and because of this grade difference the relatively low profile house appears taller than the one to one and a half story historic houses on King Road as viewed from the street. The visual perspective (as opposed to the flat elevation perspective) provided by the applicant takes into consideration that that ridge of the proposed house is located 60' to 100' away from the street and is not on the same plane as the houses at the street edge.

**Criteria 7: Setbacks.** The Planning Commission may require an increase in one or more Setbacks to minimize the creation of a “wall effect” along the Street front and/or the Rear Lot Line. The Setback variation will be a function of the Site constraints, proposed Building scale, and Setbacks on adjacent Structures. **No unmitigated impacts.**

The proposed house exceeds all minimum setbacks and does not maximize the allowable building footprint. The house is setback between 60 and 120' from King Road (King Road curves and is closer in some areas) and no wall effect is created at either the front or rear lot lines. The house is both horizontally and vertically articulated, broken into compatible massing components, and no wall effect is created by the proposed setbacks and massing.

**Criteria 8: Dwelling Volume.** The maximum volume of any Structure is a function of the Lot size, Building Height, Setbacks, and provisions set forth in this Chapter. The Planning Commission may further limit the volume of a proposed Structure to minimize its visual mass and/or to mitigate differences in scale between a proposed Structure and existing Structures. **No unmitigated impacts.**

The proposed house is both horizontally and vertically articulated and broken into compatible massing components. The design includes setback variations, lower building heights for portions of the house, and does not maximize the allowable building footprint. The proposed massing and architectural design components are compatible with both the volume and massing of the contemporary single-family homes and the one to one and a half story historic homes in the surrounding area. The total footprint proposed is 1,878 square feet. The maximum allowed building footprint is 2,411 square feet based on the size of the lot (7,305 sf). The applicant proposes a structure that is limited in volume, mass, and height with increased setbacks and articulation over the allowances of the LMC.

**Criteria 9: Building Height (Steep Slope). The maximum Building Height in the HR-1 District is twenty-seven feet (27'). The Planning Commission may require a reduction in Building Height for all, or portions, of a proposed Structure to minimize its visual mass and/or to mitigate differences in scale between a proposed Structure and existing residential Structures. **No unmitigated impacts.****

The proposed structure meets the twenty-seven feet (27') maximum building height requirement measured from existing grade. Portions of the house are less than 27' in height.

Due to the location of the knoll that the upper portion of house sits on, and the requirement to maintain final grade within 4' of existing grade, this portion of the house can't be dug deeper into the hill without requiring additional excavation for the remainder of the house. This portion of the proposed house sits on a knoll that is approximately 14' to 20" higher than King Road. This portion of the house is 64' linear feet from King Road and located 24' behind 81 King Road, a one story historic house. From the perspective views, taking into consideration the different planes, this portion of the proposed house appears in scale with the surrounding houses. The roof element is 23'7" from existing grade, a 3'5" reduction from the maximum allowable roof height of 27'.

The applicant could further decrease the building height of the upper roof element by reducing the roof pitch to 8:12 or 7:12. The drawback to a lessor pitch is a less compatible architectural design. The applicant has indicated to Staff that maintaining the 10:12 pitch is important to the design objective being to reflect the massing, materials, and architectural character of the surrounding historic buildings as described in the submitted study of historical materials and elements. Many of these buildings have a 10:12 roof pitch.

Staff does not recommend a reduction in roof pitch and finds that the proposed building height and roof forms are compatible with the surrounding structures.

### **Process**

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

Design Review application is noticed separately and is a condition of building permit issuance.

### **Department Review**

This project has gone through an interdepartmental review. No further issues were brought up at that time.

### **Public Input**

A neighbor on King Road reviewed the plans and provided verbal input that the upper portion of the house seemed taller than others in the neighborhood. He acknowledged that the streetscape elevation did not give an accurate visual as compared to the perspective visual. He also commented that a shallower roof pitch would not be as compatible with the roof pitches of historic structures in the area that typically have a steeper pitch.

### **Alternatives**

- The Planning Commission may approve the Conditional Use Permit for 57 King Road as conditioned or amended, or
- The Planning Commission may deny the Conditional Use Permit and direct staff to make Findings for this decision, or
- The Planning Commission may request specific additional information and may continue the discussion to a date certain.

### **Significant Impacts**

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

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

The construction as proposed could not occur.

### **Recommendation**

Staff recommends the Planning Commission review this request for a Steep Slope Conditional Use Permit (CUP) at 57 King Road. Staff prepared the following findings of fact, conclusions of law, and conditions of approval for the Commission's consideration:

#### **Findings of Fact:**

1. The property is located at 57 King Road within the Historic Residential Low Density (HRL) zoning district. The HRL zone is characterized by historic residential structures and larger contemporary houses on larger lots.
2. The property is subject to the Anchor Development Second amended subdivision plat of the Millsite Reservation Subdivision No. 1. The amended subdivision plat was recorded on December 11, 1998 includes plat notes regarding 1) shared access from King Road with adjacent lots, 2) limits on above ground floor area, 3) requires residential fire sprinklers, and 4) prohibits the re-subdivision of lots.
3. The plat notes regarding floor area state that "above ground building square footage for Lot 1 is 2,400 square feet (not including the garage) and 3,400 square feet (not including the garage) for Lot 2". The notes further clarify that "above ground square footage are considered to be the floor area of the building that is 80% or more above

finished grade. Above ground square footage does not include the floor area associated with a true basement or crawl space.”

4. The lot is currently vacant and contains oak, deciduous trees, and a large white fir tree. The lot contains areas of greater than 30% slope.
5. The proposal is for a new single family house consisting of 3,768 square feet of total space (including the garage), with 2,540 square feet of heated space and 1,228 square feet of unheated garage and basement space. The total above ground floor area (excluding the garage area) is 2,180 square feet (1,190 sf on the main level and 990 sf on the upper level). The proposal complies with the plat note limiting above ground floor area to 2,400 sf, excluding the garage.
6. The lot area is 7,305 sf with an LMC allowed building footprint of 2,411sf. A building footprint of 1,878 sf is proposed.
7. Access to the property is by a shared driveway with 55 King Road accessing King Road.
8. Under the current LMC, the minimum front and rear yard setbacks are 12 feet. The house is proposed with a 27' front setback and a 15' rear setback to the property lines.
9. Under the current LMC, the minimum side yard setback is 5 feet for this lot, with a total of 14 feet. The proposed house includes a 25'3" left (east) side setback and 12' and 11'1" setbacks on the two right sides (west) to the property lines.
10. Under the current LMC, the maximum building height in the HR-L zone is 27 feet. No height exceptions are allowed. The proposed house does not exceed 27 feet in height. The upper portion is 27' on the east side and 23'7" on the west side. The shed roof portions are 22' from existing grade and the gable over the garage is 25' from existing grade.
11. Under the current LMC the maximum number of stories allowed is three stories. Three stories are proposed.
12. Under the current LMC a 10' horizontal step is required between the second and third floors. Thirty-five (35') feet of horizontal stepping is proposed.
13. The applicant is proposing two parking spaces within a two car garage with two separate garage doors.
14. Utilities are located within a public utility and access easement recorded on the plat. The easement is shared with 55 King Road.
15. The findings in the Analysis section of this report are incorporated herein.
16. The applicant stipulates to the conditions of approval.

#### Conclusions of Law:

1. The CUP, as conditioned, is consistent with the Park City Land Management Code, specifically section 15-2.1-6(B).
2. The CUP, as conditioned, is consistent with the Park City General Plan.
3. The proposed use will be compatible with the surrounding structures in use, scale, mass and circulation.
4. The effects of any differences in use or scale have been mitigated through careful planning.

#### Conditions of Approval:

1. All Standard Project Conditions shall apply.
2. City approval of a construction mitigation plan is a condition precedent to the

- issuance of any building permits.
3. A final utility plan, including a drainage plan for utility installation, public improvements, storm water drainage, etc. shall be submitted with the building permit submittal and shall be reviewed and approved by the City Engineer and utility providers prior to issuance of a building permit.
  4. City Engineer review and approval of all lot grading, utility installations, public improvements and drainage plans for compliance with City standards is a condition precedent to building permit issuance.
  5. A final landscape plan shall be submitted for review and approval by the City Planning Department, prior to building permit issuance. The landscape plan shall include shrubs and trees of sufficient number and size to provide additional screening of the building façade as viewed from King Road. The existing significant evergreen tree (White Fir) located behind 81 King Road and shown on the plans, shall remain. The existing deciduous trees to the south of the driveway shall remain.
  6. No building permits shall be issued for this project unless and until the design is reviewed and approved by the Planning Department staff for compliance with this Conditional Use Permit and the June 19, 2009 Design Guidelines for Historic Districts and Historic Sites.
  7. As part of the building permit review process, the applicant shall submit a certified topographical survey of the property with roof elevations over topographic and U.S.G.S. elevation information relating to existing grade as well as the height of the proposed building ridges to confirm that the building complies with all height restrictions.
  8. If required by the Chief Building official based on a review of the soils and geotechnical report submitted with the building permit, the applicant shall submit a detailed shoring plan prior to the issue of a building permit. If required by the Chief Building official, the shoring plan shall include calculations that have been prepared, stamped, and signed by a licensed structural engineer.
  9. This approval will expire on October 26, 2012, if a building permit has not issued by the building department before the expiration date, unless an extension of this approval has been granted by the Planning Commission.
  10. Plans submitted for a Building Permit must substantially comply with the plans reviewed and approved by the Planning Commission, subject to additional changes made during the Historic District Design Review.
  11. The driveway width shall be minimized to the greatest extent possible in order to minimize hard surface area and maintain existing vegetation. The driveway width at the access easement edge shall not exceed 20 feet. The garage doors shall not exceed the dimensions of 9' by 9' consistent with the Design Guidelines.
  12. Modified residential 13-D fire sprinklers are required.

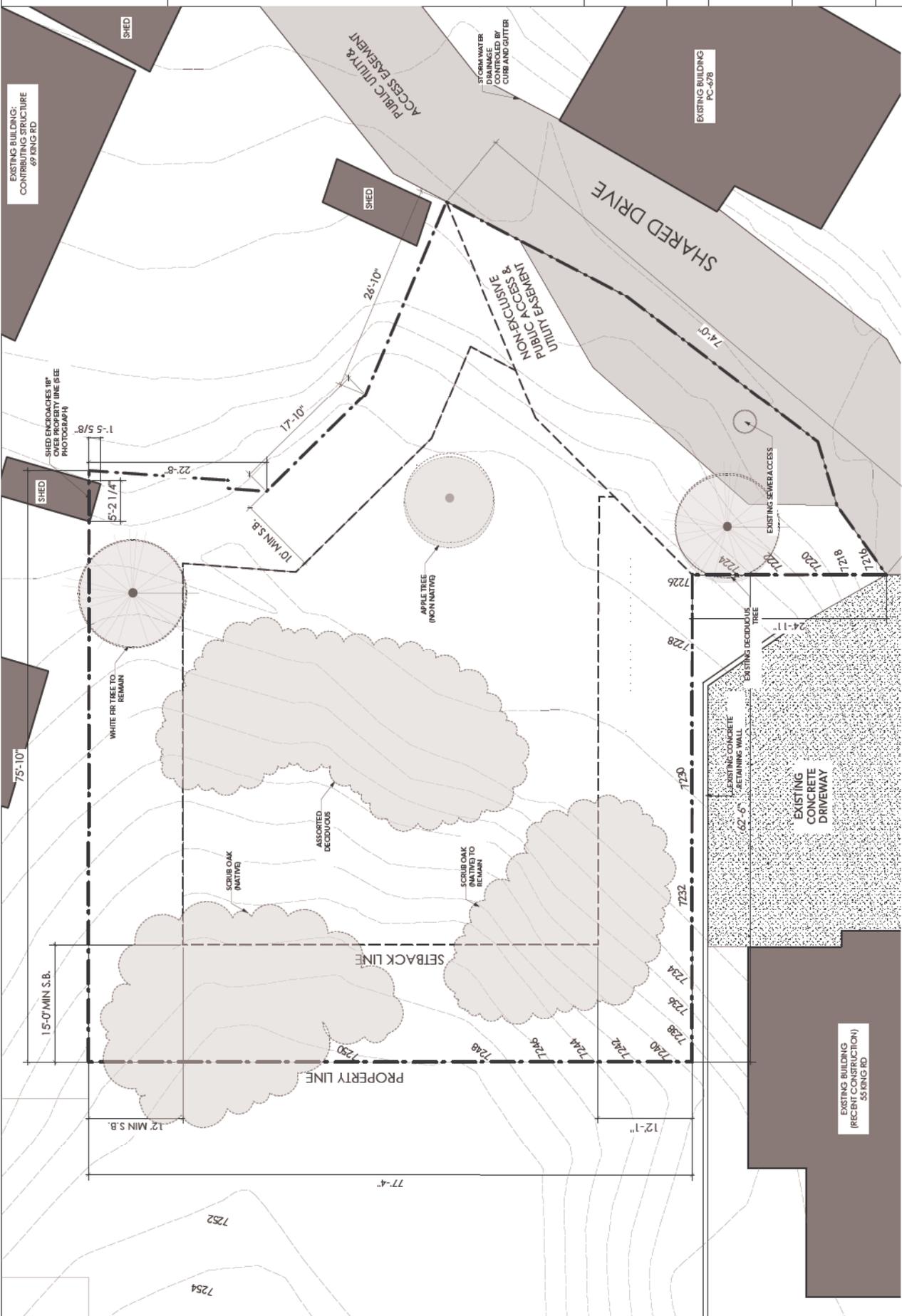
### **Exhibits**

Exhibit A- Plans (existing conditions, site plan, elevations, floor plans)

Exhibit B- The Anchor Development Second Amended Plat

Exhibit C- Visual Analysis and photos

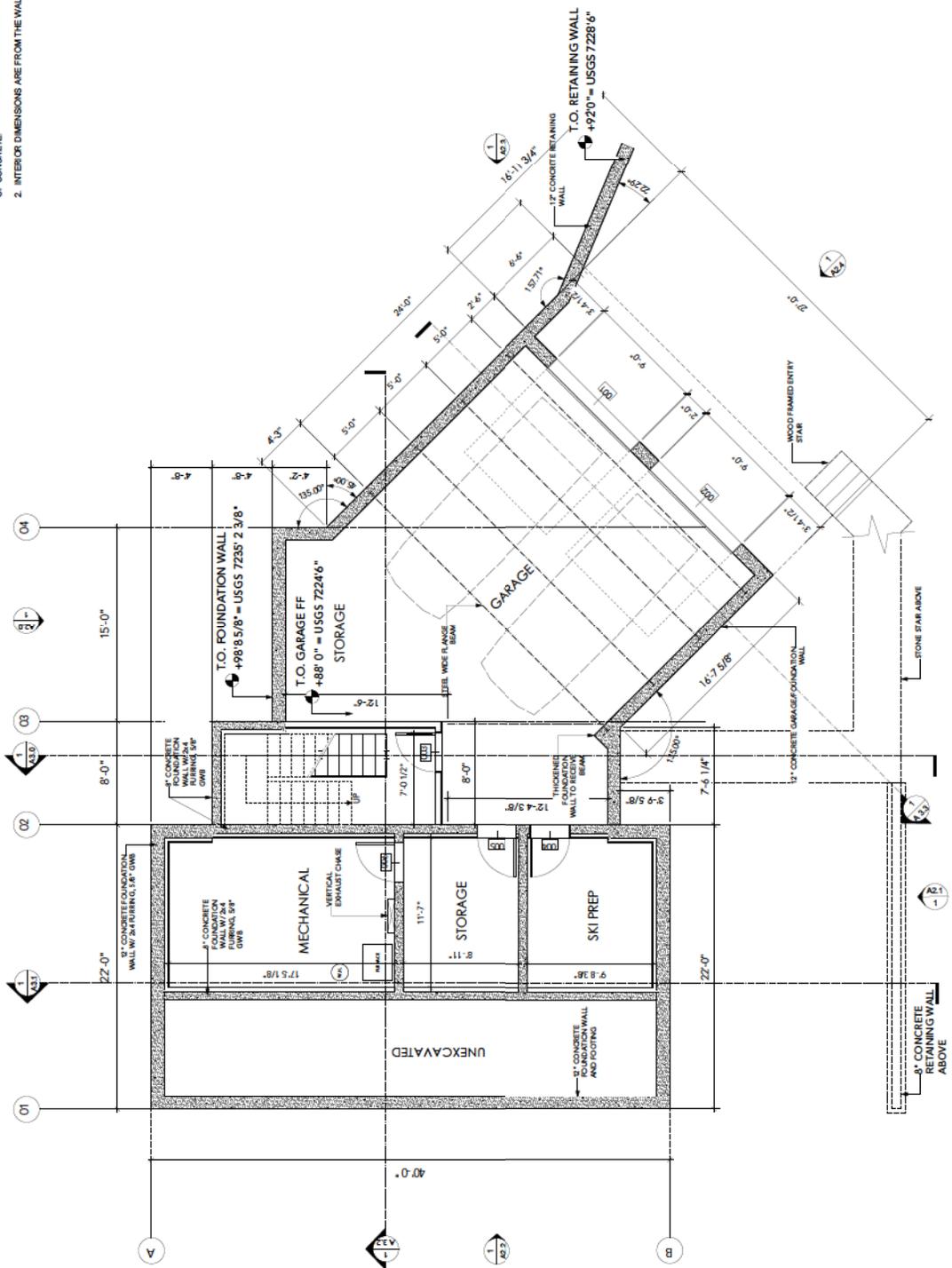








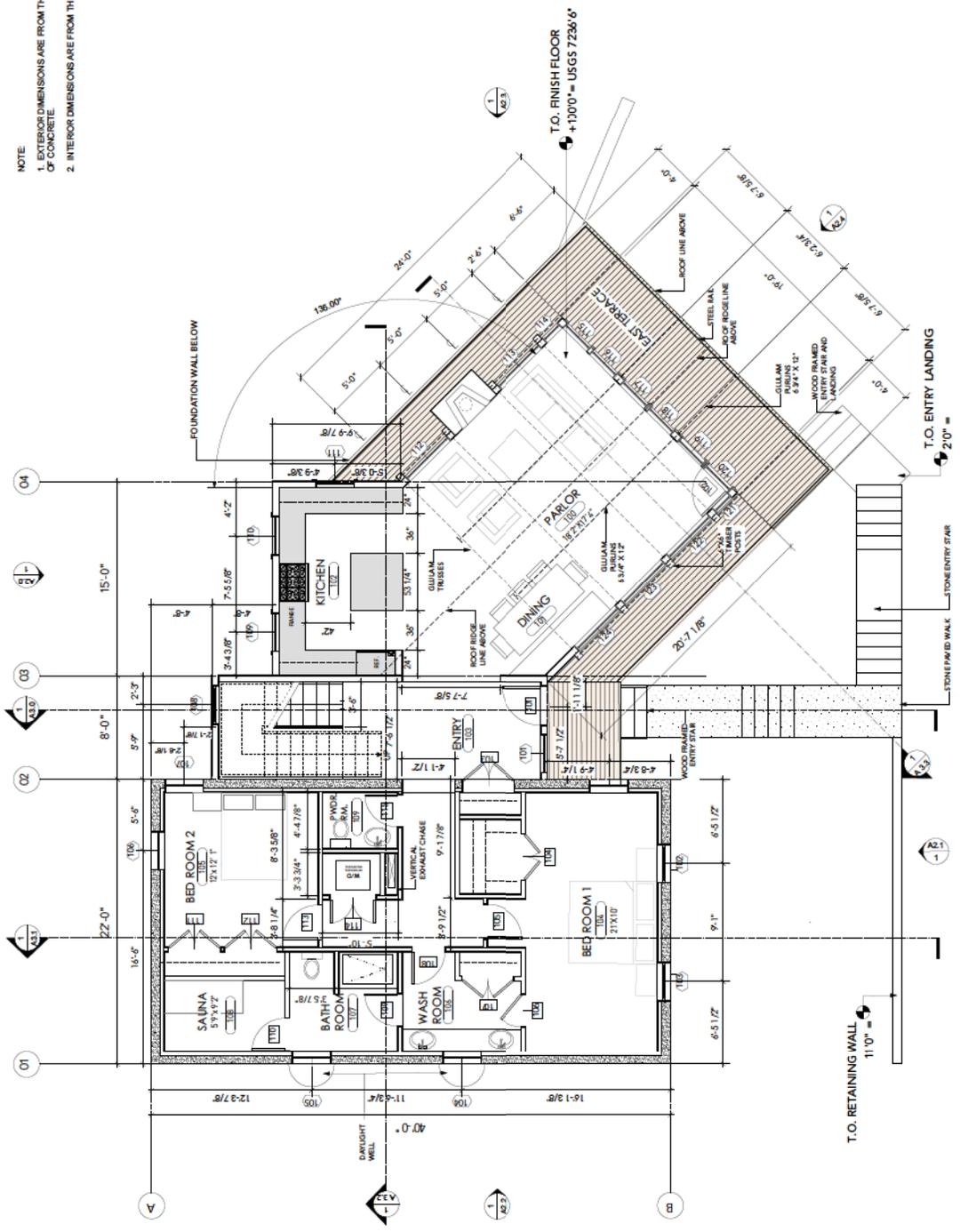
NOTE:  
 1. EXTERIOR DIMENSIONS ARE FROM THE WALL STUDS OR FACE OF CONCRETE.  
 2. INTERIOR DIMENSIONS ARE FROM THE WALL STUDS



BUILDING FOOTPRINT: 1878 SF  
 BASEMENT FLOOR AREA UNCONDITIONED: 1228 SF  
 BASEMENT FLOOR AREA CONDITIONED: 121 SF

1 BASEMENT LEVEL PLAN  
 A 1.0 Scale: 1/4" = 1'-0"

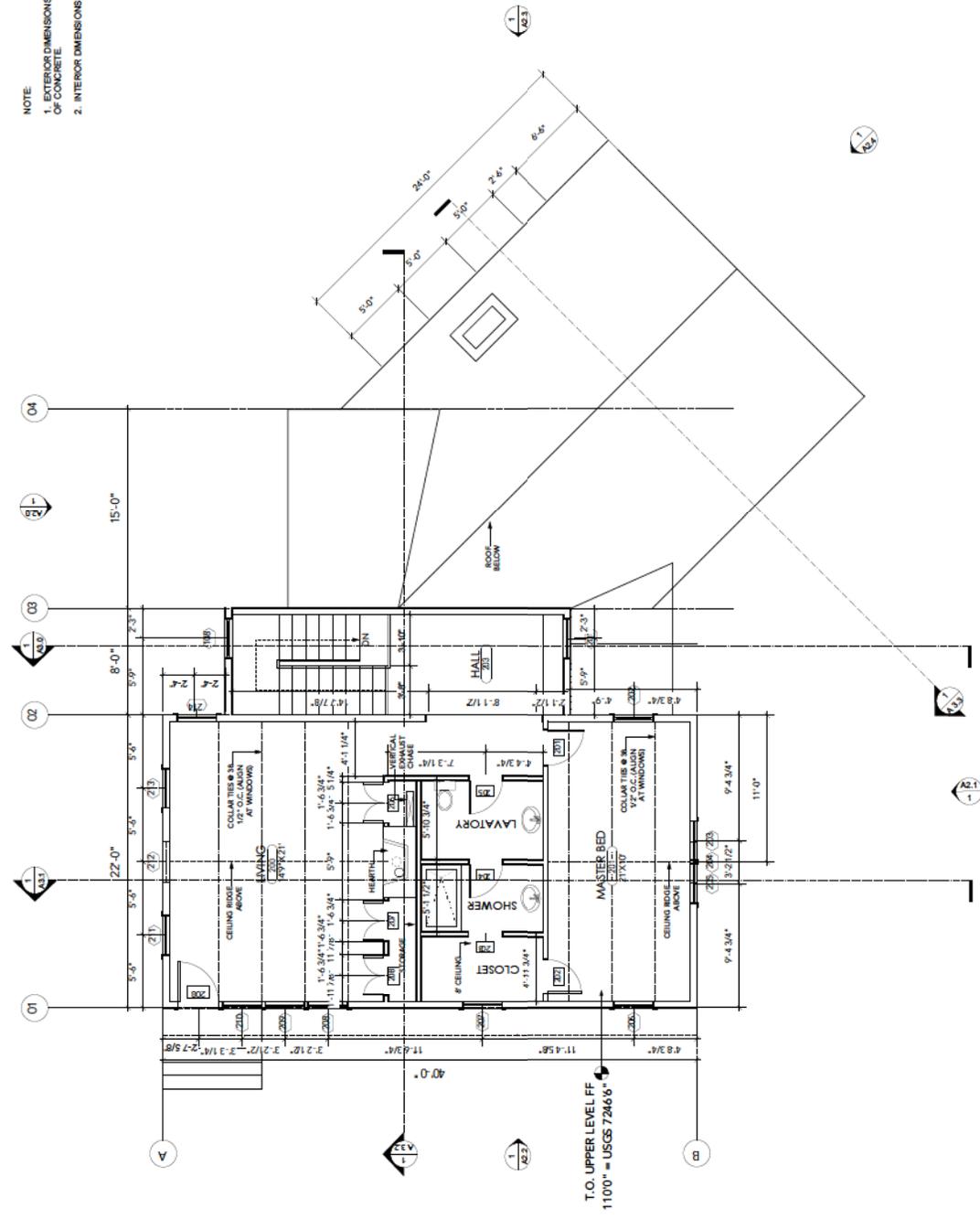
NOTE:  
 1. EXTERIOR DIMENSIONS ARE FROM THE WALL STUDS OR FACE OF CONCRETE.  
 2. INTERIOR DIMENSIONS ARE FROM THE WALL STUDS.



BUILDING FOOTPRINT: 1878 SF  
 MAIN FLOOR 1429 SF

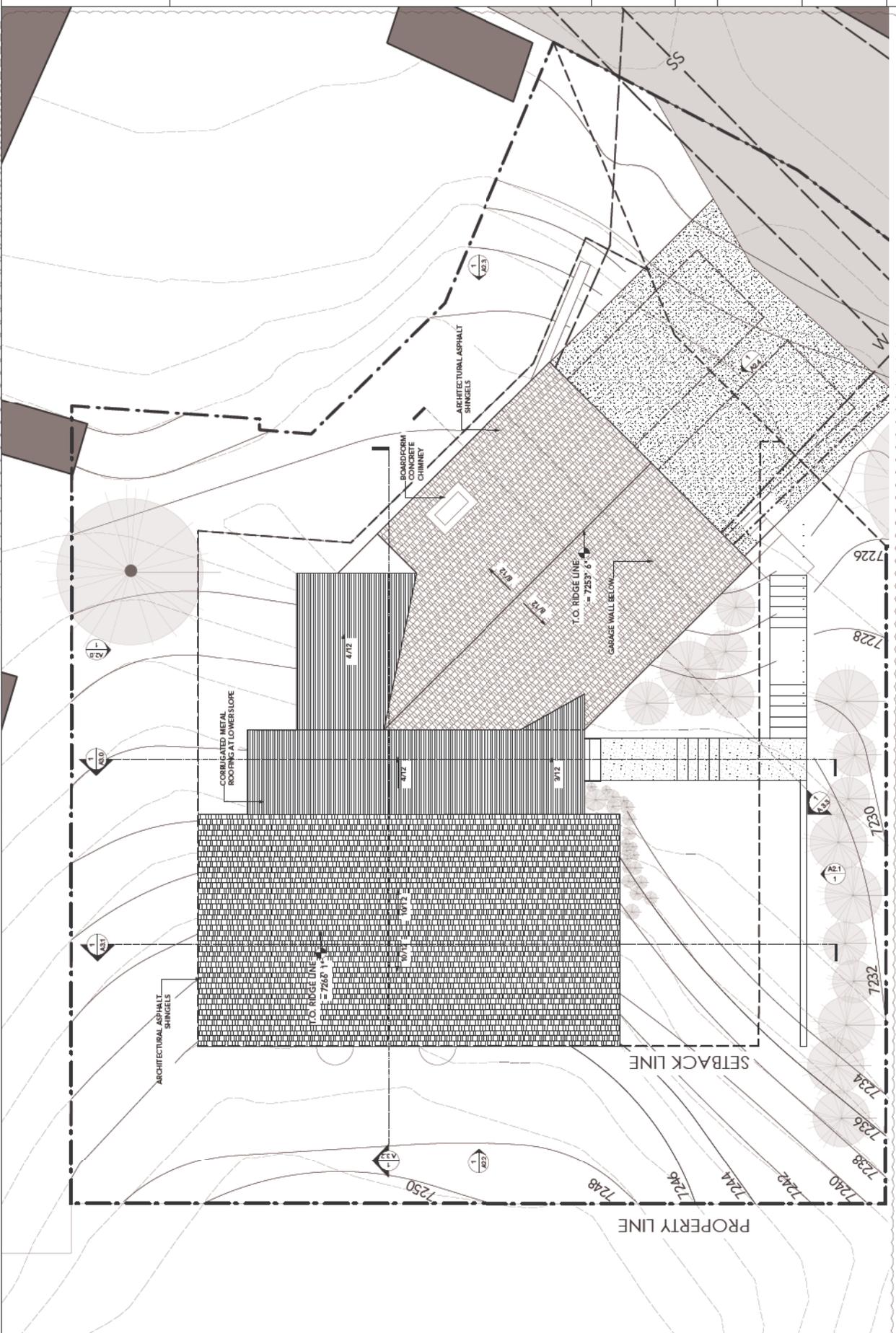
2 MAIN LEVEL PLAN  
 A1.1 Scale: 1/4" = 1'-0"

NOTE:  
 1. EXTERIOR DIMENSIONS ARE FROM THE WALL STUDS OR FACE OF CONCRETE.  
 2. INTERIOR DIMENSIONS ARE FROM THE WALL STUDS



BUILDING FOOTPRINT: 1878 SF  
 UPPER LEVEL: 990 SF

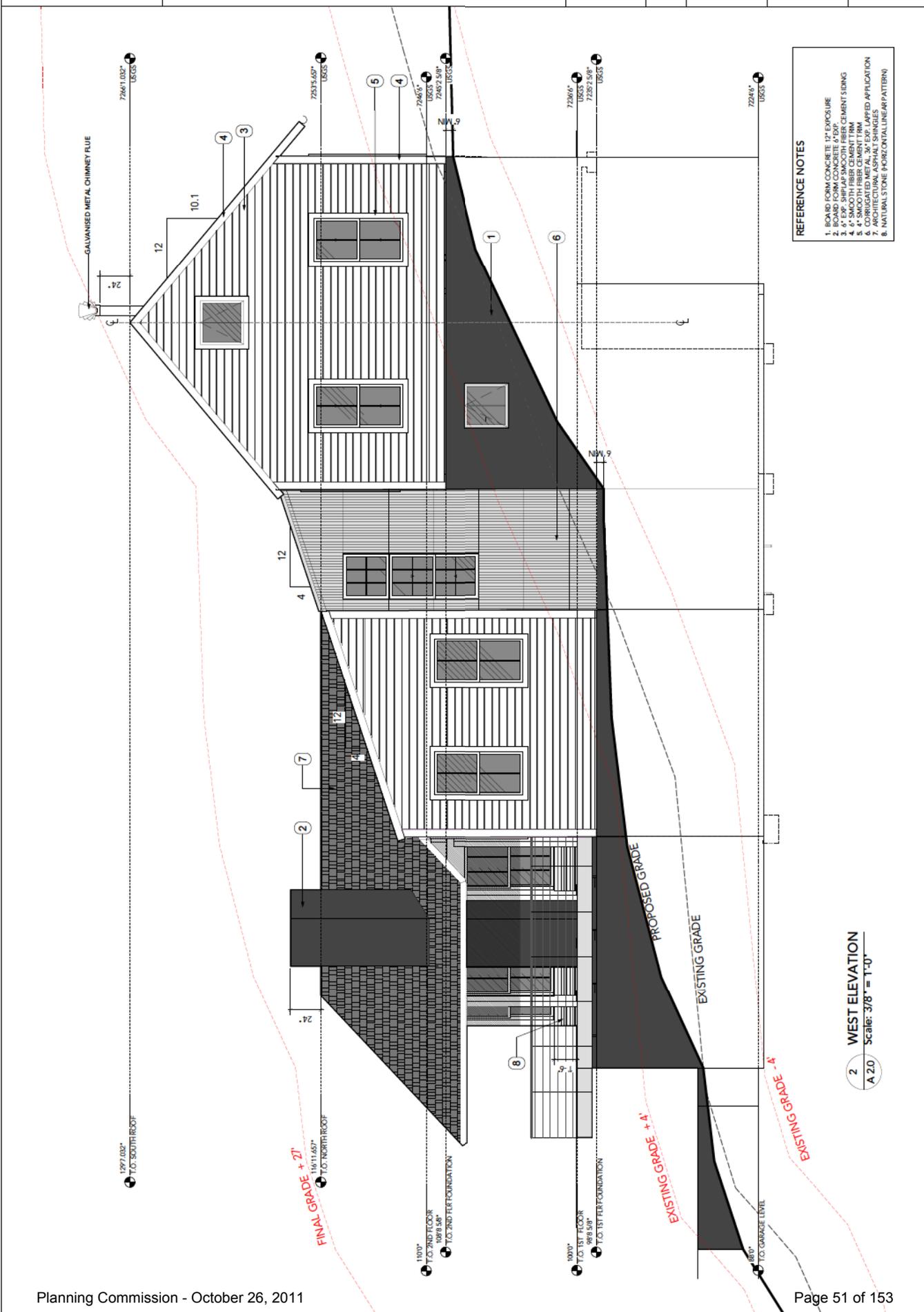
1 UPPER LEVEL PLAN  
 A 1.2 Scale: 1/4" = 1'-0"



PARCEL: MILLSITE RESERVATION SUBDIVISION NO. 1, LOT 1  
 ZONE: HRL

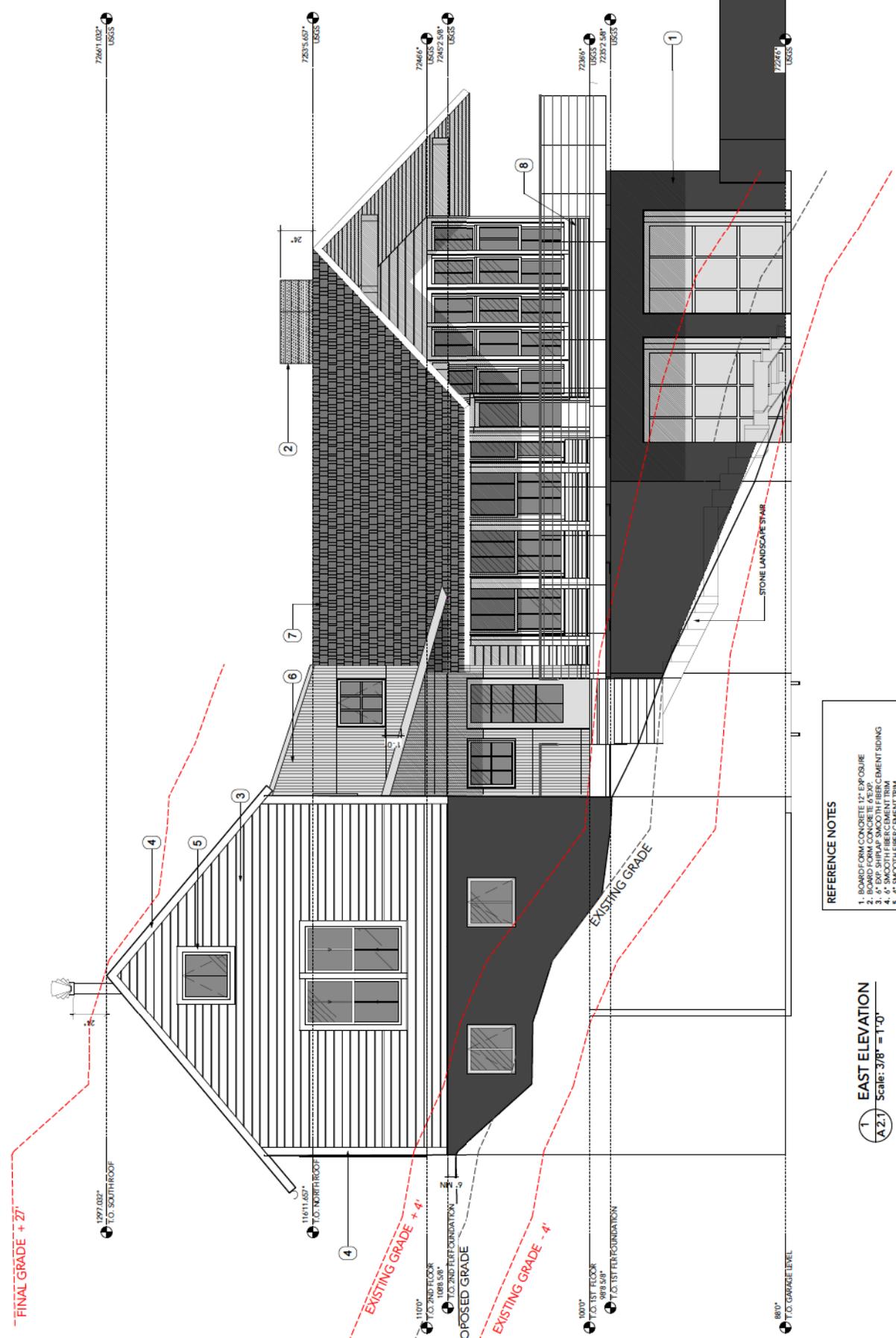
SITE: 7305 SF  
 FOOTPRINT: 1863 SF

2 ROOF PLAN  
 A1.3 Scale: 1/4" = 1'-0"



- REFERENCE NOTES**
1. 100 LB FORM CONCRETE 1 1/2" EXPOSURE
  2. BOARD FORM CONCRETE 4" EXC.
  3. 4" EXP. SHIP-LAP SMOOTH FIBER CEMENT SIDING
  4. 4" SMOOTH FIBER CEMENT FIRM
  5. SMOOTH FIBER CEMENT FIRM
  6. CORRUGATED METAL 3/4" EXP. LAPPED APPLICATION
  7. ARCHITECTURAL ASPHALT SHINGLES
  8. NATURAL STONE (HORIZONTAL LINE PATTERN)

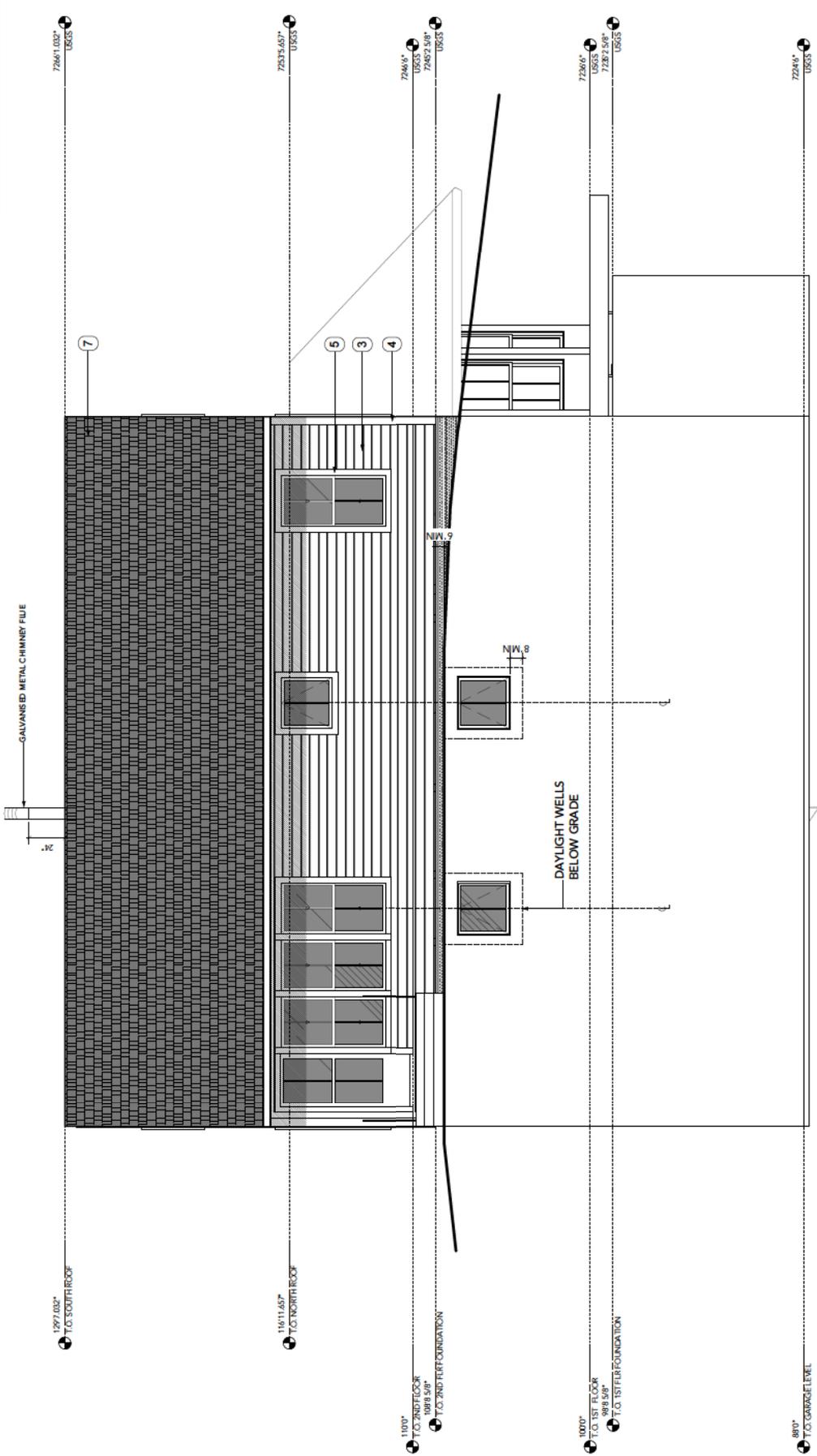
2 WEST ELEVATION  
 Scale: 3/8" = 1'-0"  
 A.2.0



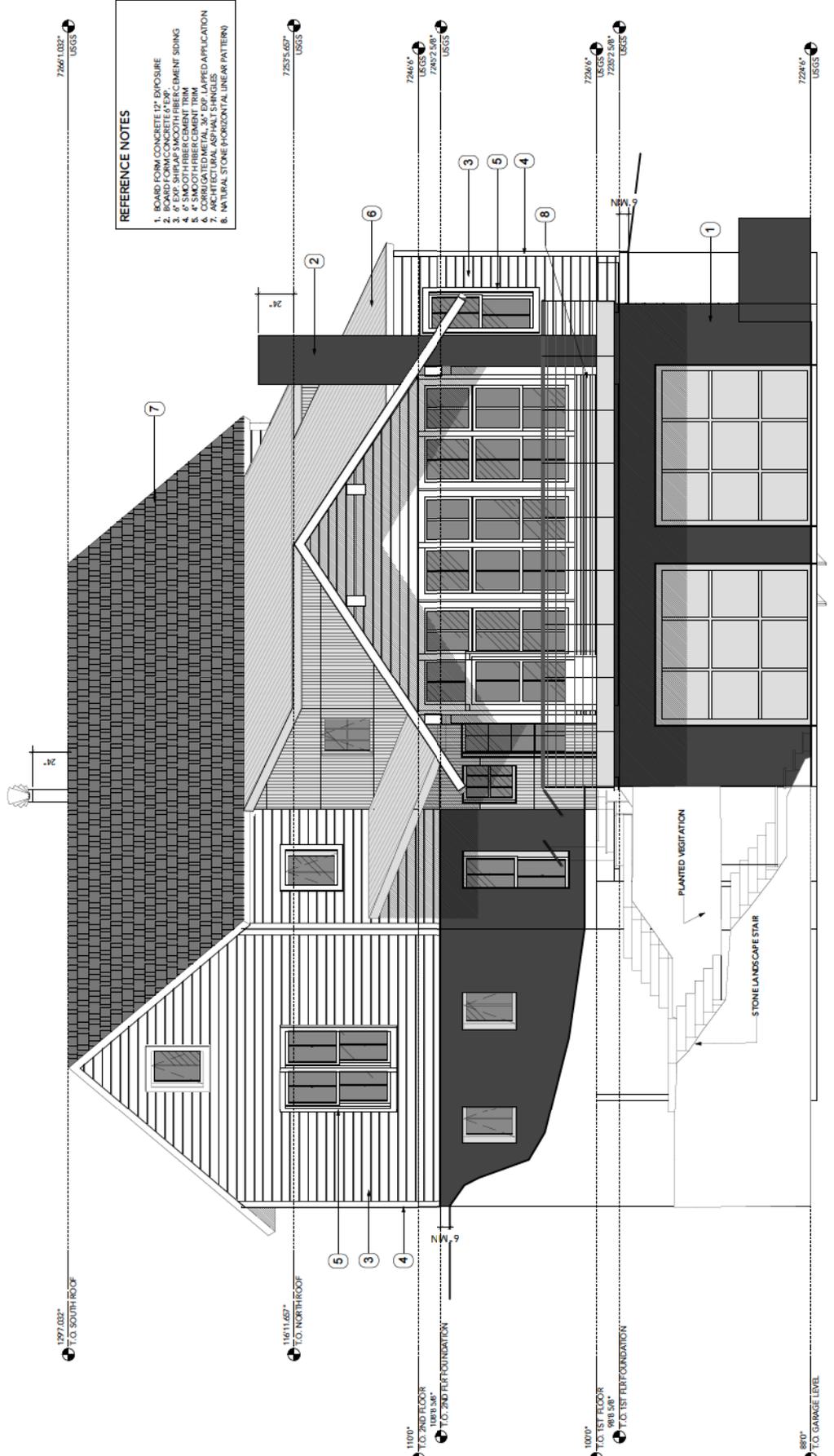
- REFERENCE NOTES**
1. BOARD FORM CONCRETE 12" EXPOSURE
  2. 1/2" CORRUGATED METAL EXTERIOR FINISH
  3. 6" EXP. SHIP LAP SMOOTH FIBER CEMENT SIDING
  4. 6" SMOOTH FIBER CEMENT TRIM
  5. 1/2" CORRUGATED METAL EXTERIOR FINISH
  6. CORRUGATED METAL EXTERIOR LAPTED APPLICATION
  7. ARCHITECTURAL ASPHALT SHINGLES
  8. NATURAL STONE HORIZONTAL LINEAR PATTERN

**1 EAST ELEVATION**  
 Scale: 3/8" = 1'-0"

- REFERENCE NOTES**
1. BOARD FORM CONCRETE 1/2" EXPOSURE
  2. BOARD FORM CONCRETE 1/2" EXPOSURE
  3. 6" EXP. SHIP LAP SMOOTH FIBER CEMENT SIDING
  4. 6" SMOOTH FIBER CEMENT TRIM
  5. 6" EXP. SHIP LAP SMOOTH FIBER CEMENT SIDING
  6. CORRUGATED METAL 36" EXP. LAP PDA APPLICATION
  7. ARCHITECTURAL ASPHALT SHINGLES
  8. NATURAL STONE HORIZONTAL LINEAR PATTERN



1 SOUTH ELEVATION  
 A2.2 Scale: 3/8" = 1'-0"



- REFERENCE NOTES**
1. BOARD FORM CONCRETE 12" EXPOSURE
  2. 2" X 4" SIPS WITH 1/2" CONCRETE
  3. 4" EPS SURFAS SMOOTH FIBERCEMENT SIDING
  4. 6" SMOOTH FIBERCEMENT TRIM
  5. 4" SMOOTH FIBERCEMENT TRIM
  6. 1/2" GYP BOARD WITH 1/2" FIBERCEMENT SIDING
  7. ARCHITECTURAL ASPHALT SHINGLES
  8. NATURAL STONE HORIZONTAL LINEAR PATTERN

1 NORTHEAST ELEVATION  
 A.2.4 Scale: 3/8" = 1'-0"

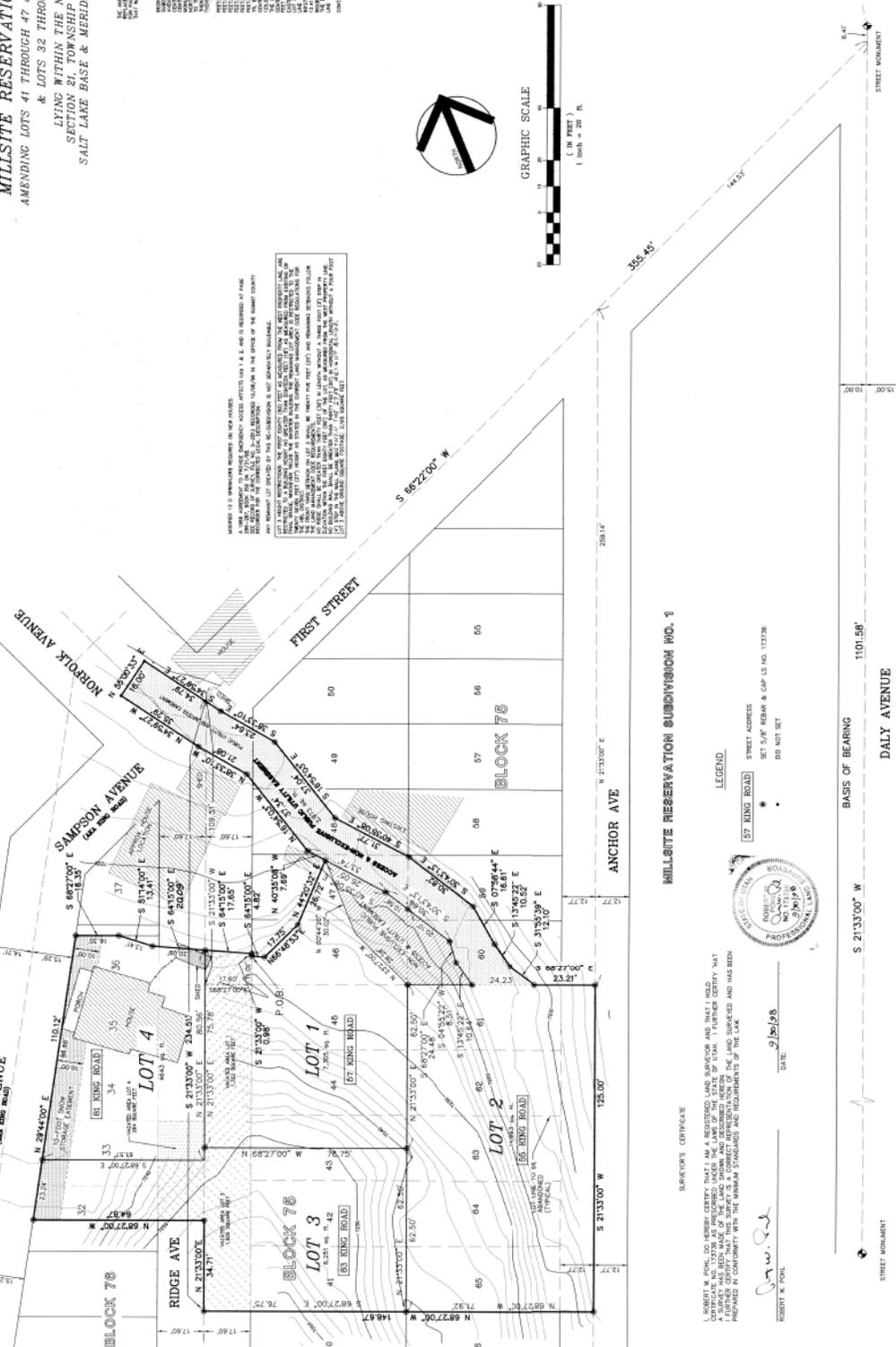


1 NORTHEAST ELEVATION  
 A3.0 Scale: 3/8" = 1'-0"



**THE ANCHOR DEVELOPMENT SECOND AMENDED PLAT  
MILLSITE RESERVATION SUBDIVISION NO. 1  
AMENDING LOTS 41 THROUGH 47 & LOTS 60 THROUGH 65, BLOCK 75  
& LOTS 32 THROUGH 36, BLOCK 76  
LYING WITHIN THE NORTHEAST QUARTER OF  
SECTION 21, TOWNSHIP 2 SOUTH, RANGE 4 EAST  
SALT LAKE BASE & MERIDIAN, SUMMIT COUNTY, UTAH**

NOTES:  
1. THE PROPERTY SHOWN ON THIS PLAT IS THE PROPERTY OF THE CITY OF PARK CITY, UTAH. THE CITY OF PARK CITY, UTAH, HAS THE RIGHT TO REVOKE THIS PLAT AT ANY TIME.  
2. THE CITY OF PARK CITY, UTAH, HAS THE RIGHT TO REVOKE THIS PLAT AT ANY TIME.  
3. THE CITY OF PARK CITY, UTAH, HAS THE RIGHT TO REVOKE THIS PLAT AT ANY TIME.



**BOUNDARY DESCRIPTION**  
THE BOUNDARY OF THE PROPERTY SHOWN ON THIS PLAT IS THE PROPERTY OF THE CITY OF PARK CITY, UTAH. THE CITY OF PARK CITY, UTAH, HAS THE RIGHT TO REVOKE THIS PLAT AT ANY TIME.

**OWNERS' DECLARATION**  
I, the undersigned, being the owner of the property shown on this plat, do hereby certify that the same is the property of the City of Park City, Utah, and that the same is being offered for sale to the public in accordance with the provisions of the laws of the State of Utah.

**APPROVED**  
I, the undersigned, being the City Engineer, do hereby approve this plat as shown on the face hereof, and as the same conforms to the laws of the State of Utah.

**RECORDED**  
No. 201234  
STATE OF UTAH  
COUNTY OF SUMMIT  
RECORDED AND FILED AT THE REQUEST OF:  
DATE: 12/17/2010  
TIME: 11:09 AM  
FEE: \$340  
COUNTY RECORDER

**APPROVAL AS TO FORM**  
APPROVED AS TO FORM ON THIS DAY OF DECEMBER, A.D. 1998

**SEWER DISTRICT APPROVAL**  
REVIEWED FOR CONFORMANCE TO SNOWVILLE BASIN SEWER IMPROVEMENT DISTRICT STANDARDS THIS DAY OF DECEMBER, A.D. 1998

**CITY PLANNING COMMISSION**  
APPROVED AND ACCEPTED BY THE CITY PLANNING COMMISSION ON THIS DAY OF DECEMBER, A.D. 1998

**CITY ENGINEER**  
APPROVED AND ACCEPTED BY THE CITY ENGINEER ON THIS DAY OF DECEMBER, A.D. 1998

**CITY COUNCIL APPROVAL**  
PRESENTED TO THE BOARD OF PARK CITY COUNCIL ON THIS DAY OF DECEMBER, A.D. 1998 AT WHICH TIME THIS RECORD OF SURVEY WAS APPROVED

**MILLSITE RESERVATION SUBDIVISION NO. 1**

**LEGEND**  
[Symbol] SET KING ROAD  
[Symbol] STREET ADDRESS  
[Symbol] DID NOT SET

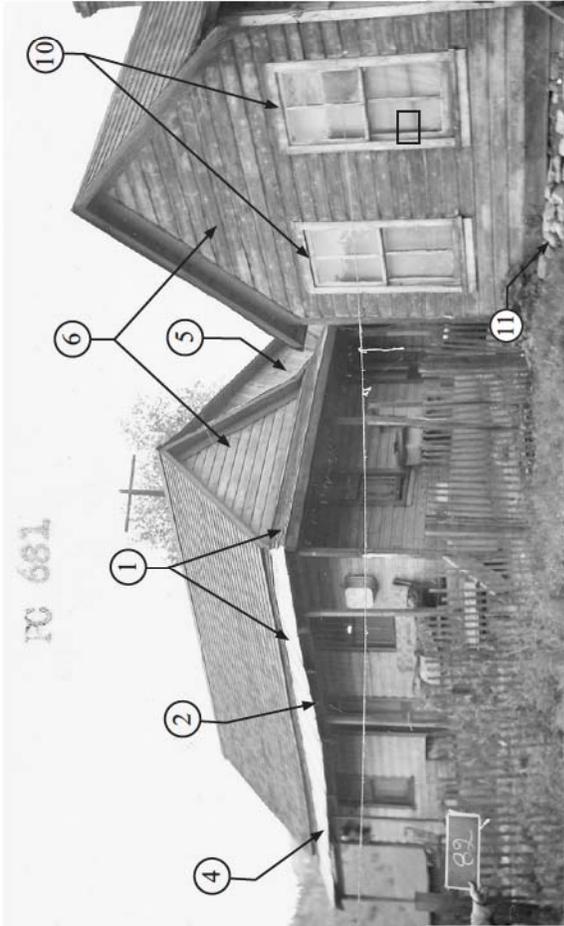


DATE: 9/26/98

ROBERT W. FOHL

1. STUDY OF HISTORICAL ARCHITECTURAL MATERIALS
2. EXISTING CONDITIONS INTROVERTED
3. EXISTING CONDITIONS EXTRAVERTED
4. STREETSCAPE
5. CONTEXTUAL ANALYSIS OF VISUAL IMPACT: Physical Model
6. CONTEXTUAL ANALYSIS OF VISUAL IMPACT: Rendering 1
7. CONTEXTUAL ANALYSIS OF VISUAL IMPACT: Rendering 2

## **HISTORIC DISTRICT /SITE DESIGN REVIEW: SUPPLEMENT**



Tax photos showing historic conditions pertaining to 57 Kind Road.



1. Covered Porch
2. Exposed Rafters
3. Wood Columns
4. Corrugated Metal Roof
5. Bent Roof
6. Lap Siding
8. Pipe Gutter
9. Mechanical Opening
10. Vertically Proportioned Window
11. Stone

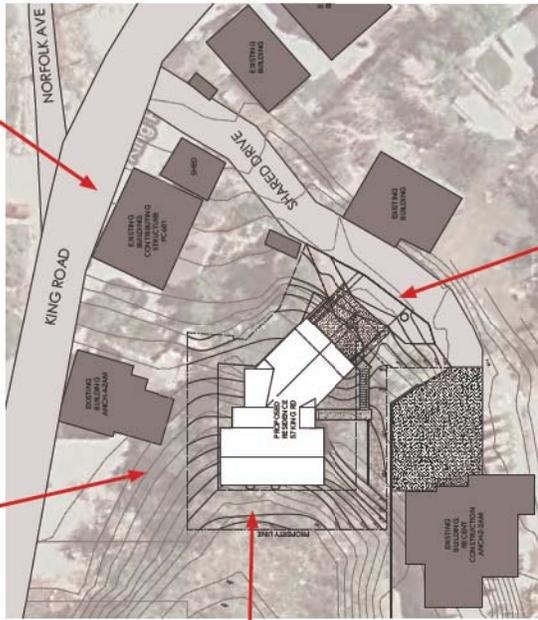
## STUDY OF HISTORICAL ARCHITECTURAL MATERIALS



1



2



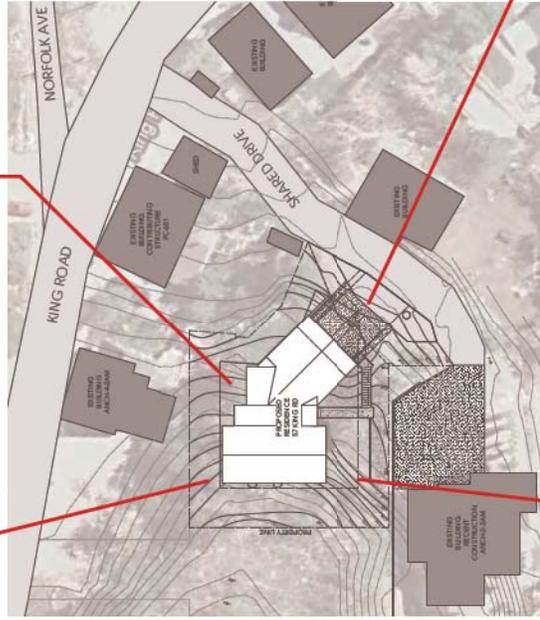
3

Due to the irregular shape of the site these photographs were taken at intervals other than 90 degrees to maximize site information.



4

EXISTING CONDITIONS INTROVERTED



Due to the irregular shape of the site these photographs were taken at intervals other than 90 degrees to maximize site information.

## EXISTING CONDITIONS EXTRAVERTED



CONTEXTUAL ANALYSIS OF VISUAL IMPACT: Rendering 1

27 SEPTEMBER 2011

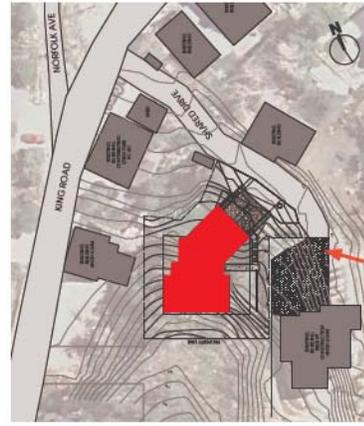


**LloydArchitects**  
 575 S. Main Street  
 Salt Lake City, UT  
 801.328.3245 | lloyd-arch.com



CONTEXTUAL ANALYSIS OF VISUAL IMPACT: Rendering 2

27 SEPTEMBER 2011



**LloydArchitects**  
 575 S. Main Street  
 Salt Lake City, Utah 84143  
 801.328.3245 | lloyd-arch.com



CONTEXTUAL ANALYSIS OF VISUAL IMPACT: Rendering 3

27 SEPTEMBER 2011



**LloydArchitects**

575 S. Main Street  
Salt Lake City, Utah  
801.328.3245 | lloyd-arch.com



CONTEXTUAL ANALYSIS OF VISUAL IMPACT: Rendering 4

27 SEPTEMBER 2011

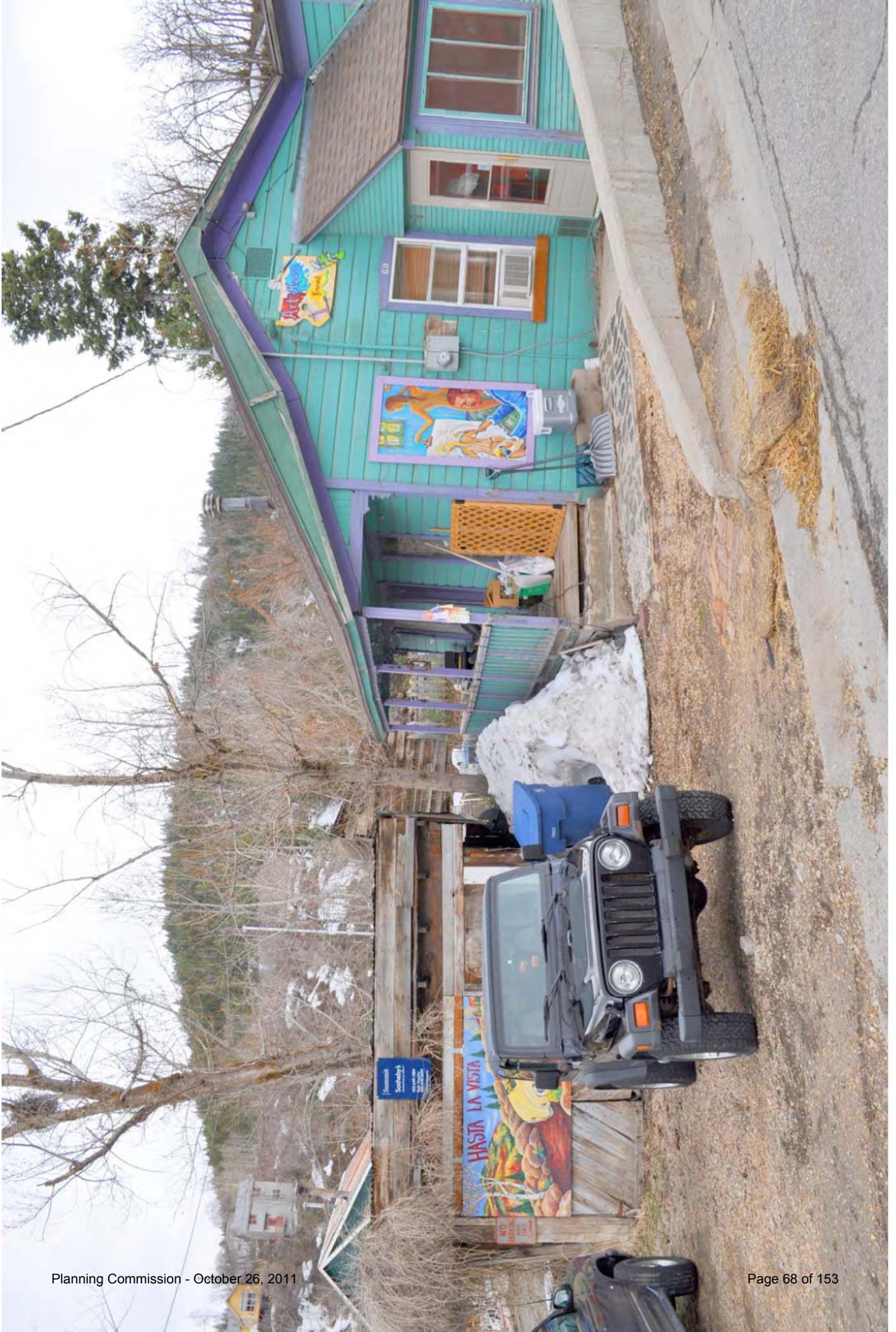


**LloydArchitects**  
575 S. Main Street  
Salt Lake City, Utah  
801.328.3245 | lloyd-arch.com

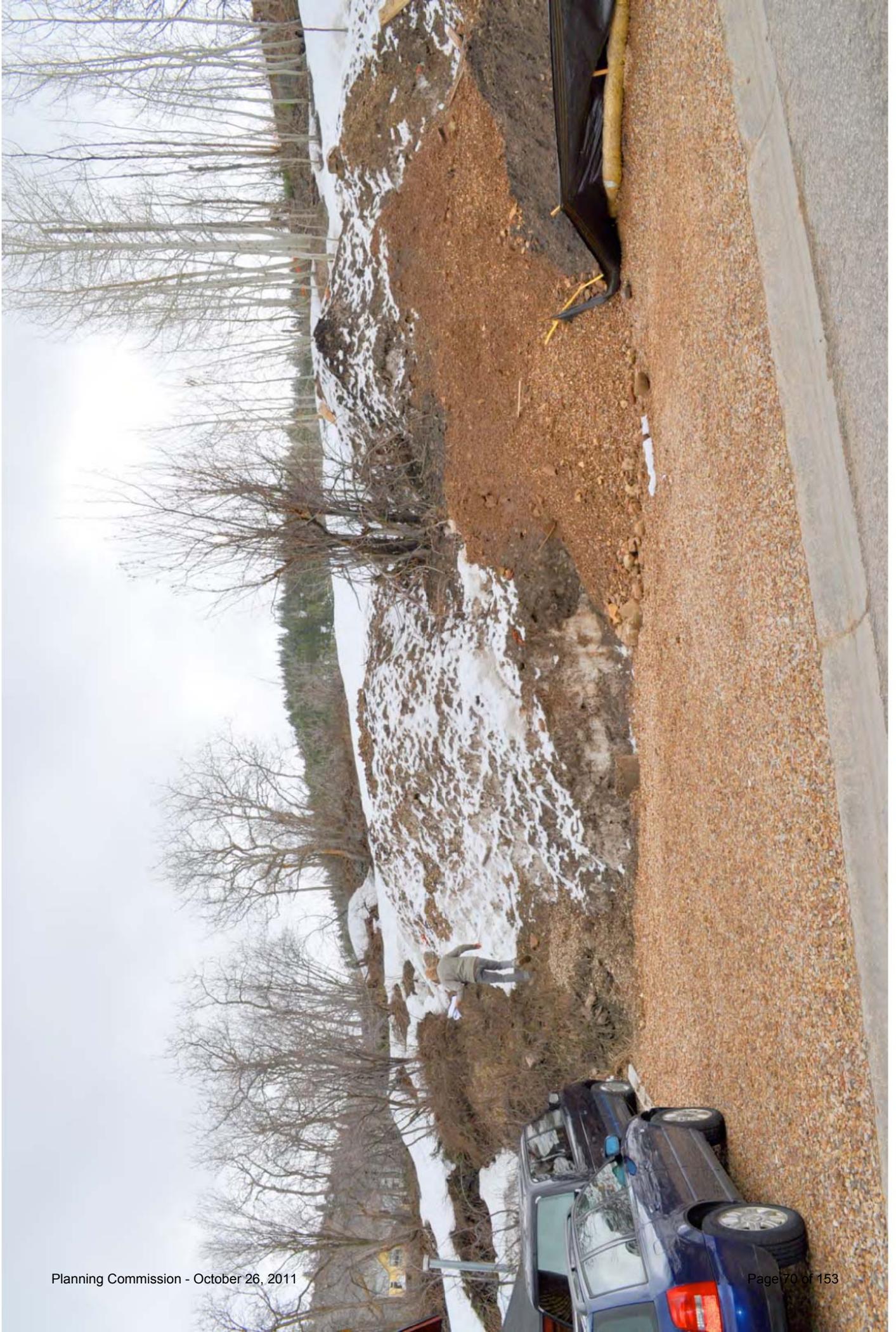


CONTEXTUAL ANALYSIS OF VISUAL IMPACT: Physical Model











## Planning Commission Staff Report

**Subject:** Park City Heights Master Planned Development  
**Author:** Kirsten Whetstone  
**Project Number:** PL-10-01028  
**Date:** October 26, 2011  
**Type of Item:** Ratification of Development Agreement

### Summary Recommendation

The Staff recommends the Planning Commission review the Park City Heights Master Planned Development (MPD) development agreement and ratify that the agreement as written correctly memorializes the MPD approval. The Planning Commission may recommend amendments. This action is an administrative action ratifying that the May 11, 2011; Park City Heights MPD approval is correctly memorialized in the Development Agreement.

### Topic

**Project Name:** Park City Heights MPD  
**Applicant:** Boyer LC and Park City Municipal  
**Location:** Richardson Flats Road  
**Zoning:** Community Transition (CT)  
**Reason for review:** Master Planned Developments require ratification of a development agreement by the Planning Commission.

### Development Agreement Ratification

Attached is the Park City Heights Development Agreement. Section 15-6-4 (G) of the Land Management Code states once the Planning Commission has approved a Master Planned Development for a project, the approval shall be put in the form of a Development Agreement. The Development Agreement must be ratified by the Planning Commission, signed by the Mayor on behalf of the City Council, and recorded with the Summit County Recorder.

The Land Management Code requires the Development Agreement to be submitted to the City within six (6) months of the approval of the MPD. The Park City Heights MPD was approved by the Planning Commission on May 11, 2011. The Development Agreement was submitted to the City on August 12, 2011. Within the Development Agreement there is a proposed phasing plan for platting of the lots which is also being approved as part of the Development Agreement. Timing of construction of neighborhood and public amenities is as stated in the MPD conditions of approval.

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

following elements:

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

The Development Agreement attached as Exhibit 1, including the proposed exhibits, includes all of the required items listed above.

### **Department Review**

The Legal and Planning Departments have reviewed the agreement for conformance with the May 11, 2011, Park City Heights MPD approval.

### **Recommendation**

The Staff recommends the Planning Commission review the attached Park City Heights MPD development agreement and consider ratifying the development agreement as written. The Planning Commission may recommend amendments. This action is an administrative action ratifying that the May 11, 2011, final Park City Heights MPD approval is correctly memorialized in the attached Development Agreement.

### **Exhibit**

Exhibit 1 – Development Agreement with attached exhibits as follows

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

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

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

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

**R E C I T A L S**

- A. Developers are the owners of approximately 239 acres of real property located in Park City, Summit County, Utah, which is more particularly described in Exhibit A, (Legal Description) which is attached hereto and incorporated herein by this reference (the “Property”).
- B. Developers have obtained approval for the development of a mixed residential project consisting of 239 residential units, a public park, trails systems, open space, future support commercial uses and additional community and neighborhood amenities known as the Park City Heights Master Planned Development, as more fully described in Exhibit B (MPD Site Plan) and in the Approval Documents (hereinafter defined) as set forth below (the “Project”) as described in Exhibit C (May 11, 2011 MPD Action Letter of Approval).
- C. On May 27, 2010, the City Council of Park City enacted Ordinance No. 10-24 annexing approximately 286.64 acres of the Property into Park City’s municipal boundaries and authorized the Mayor to execute an Annexation Agreement between Park City and Developers (Exhibit D) (Ordinance 10-24 and Annexation Agreement).
- D. Park City requires development agreements under the requirements of the Park City Land Management Code (“LMC”) for all Master Planned Developments.
- E. Developers are willing to design and develop the Project in a manner that is in harmony with and intended to promote the long-range policies, goals and objectives of the Park City General Plan, and address other issues as more fully set forth below.
- F. Park City reviewed the Project in light of the LMC and determined that, subject to the terms and conditions of this Development Agreement; Developers have complied with the provisions thereof, and have found that the Project is consistent with the purpose and intent of the relevant provisions of the LMC.
- G. Park City, acting pursuant to its authority under Utah Code Ann., Section 10-9-101, *et seq.*, and in furtherance of its land use policies, goals, objectives, ordinances, resolutions, and regulations has made

certain determinations with respect to the proposed Project, and, in the exercise of its legislative discretion, has elected to approve this Development Agreement.

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

**1. Project Conditions.**

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

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

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

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

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

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

2.1 Subject to the provisions of this Agreement, Developers are hereby granted the vested right to develop and construct the Project in accordance with the uses, densities, intensities, and general configuration of development approved by this Agreement, in accordance with and subject to the terms and conditions of the Approval Documents, and subject to compliance with the other applicable ordinances and regulations of Park City.

2.2 Reserved Legislative Powers. Developers acknowledge that the City is restricted in its authority to limit its police power by contract and that the limitations, reservations and exceptions set forth herein are intended to reserve to the City all of its police power that cannot be so limited. Notwithstanding the retained power of the City to enact such legislation under the police powers, such legislation shall only be applied to modify the existing land use and zoning regulations which are applicable to the Project under the terms of this Agreement based upon policies, facts and circumstances meeting the compelling, countervailing public interest exception to the vested rights doctrine in the State of Utah. Any such

proposed legislative changes affecting the Project and terms and conditions of this Agreement applicable to the Project shall be of general application to all development activity in the City; and, unless the City declares an emergency, Developers shall be entitled to the required notice and an opportunity to be heard with respect to the proposed change and its applicability to the Project under the compelling, countervailing public interest exception to the vested rights doctrine.

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

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

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

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

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

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

5.1 Term of Agreement. Construction, as defined by the Uniform Building Code, is required to commence within two (2) years of the date of execution of this Agreement. After Construction commences, the Park City Heights Master Planned Development and this Agreement shall continue in force and effect until all obligations hereto have been satisfied. The Master Plan approval for the Project shall remain valid so long as construction is proceeding in accordance with the approved phasing plan set forth herein.

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

5.3 Assignment. Neither this Agreement nor any of the provisions, terms or conditions hereof can be assigned to any other party, individual or entity without assigning the rights as well as the responsibilities under this Agreement and without prior written consent of the City directed to the City Recorder, which consent shall not unreasonably be withheld. Any such request for assignment may be made by letter addressed to the City and the prior written consent of the City may also be evidenced by letter from the City to the Developers or its successors or assigns. If no response is given by the City

within 14 calendar days following Developer's delivery of a request for consent, the City consent will be deemed to have been granted. This restriction on assignment is not intended to prohibit or impede the sale of parcels of fully or partially improved or unimproved land by Developers prior to construction of buildings or improvements on the parcels, with Developers retaining all rights and responsibilities under this Agreement.

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

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

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

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

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

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

## **6. Phasing.**

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

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

## 7. Water.

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

## 8. Affordable Housing.

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

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

MPD-Required Affordable Units. The CT Zone requires a residential MPD to provide an affordable housing contribution equivalent to 20 percent of the market rate residential units. The Developers will provide 32 Affordable Unit Equivalents (AUEs) configured as 16 cottage units on the following lots: D1-12, P 1 – P8, C27-35. These units will be provided in accordance with Housing Resolution 17-99.

City Attainable Units. One of the expressed public purposes for the City's participation in this development was to provide additional affordable housing in the community. In addition to the AUEs described above, an additional 35 units will be included in the subdivision. These units will be developed in accordance with Housing Resolution 2007 with the goal of creating a greater diversity of housing type and community access. These units are located on the following lots: C6, C15, C37, C52 – C53, C101, C104, C157, C161, H60, H152, and H168.

The Developers must submit a Housing Mitigation Plan to the Park City Housing Authority for approval prior to the issuance of building permits. The Housing Mitigation Plan shall address the schedule setting forth the phasing of the required AUEs, a description of the marketing plan including how the Developers are addressing the City's local preference options, the maximum sales prices by unit type, the method by which the units will remain affordable and the term of affordability. A deed restriction shall be recorded against the plat prior to the issuance of building permits. The Developers shall comply with the Affordable Housing requirements prior to receiving any certificates of occupancy, as detailed in the Master Planned Development conditions of approval as attached hereto as Exhibit C.

## 9. Traffic Mitigation.

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

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

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

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

**11. Physical Mine Hazards.**

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

**12. Notices.**

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

To Developers:

The Boyer Company  
90 South 400 West, Suite 200  
Salt Lake City, UT 84101-1365  
Attn: Patrick Moffat

Park City  
445 Marsac Avenue

PO Box 1480  
Park City, UT 84060  
Attn: Phyllis Robinson

To Park City:

445 Marsac Avenue  
PO Box 1480  
Park City, UT 84060  
Attn: City Attorney

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

**12. List of Exhibits.**

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

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

**PARK CITY MUNICIPAL CORPORATION**

By: \_\_\_\_\_  
Dana Williams, Mayor

ATTEST:

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

APPROVED AS TO FORM:

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

**DEVELOPERS:**

The Boyer Company, L.C.,  
A Utah limited Liability Company

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By: Patrick Moffat

**STATE OF UTAH            )**  
   **: ss**  
**COUNTY OF SUMMIT    )**

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

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Notary Public

And;

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

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By: Thomas B. Bakaly, City Manager

**STATE OF UTAH            )**  
   **: ss**  
**COUNTY OF SUMMIT)**

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

---

Notary Public

BOUNDARY DESCRIPTION

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

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

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

Contains 8,518,648 Square Feet or 195.561 Acres

## PARCEL 2

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

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

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

Beginning at the Southwest corner of said entire tract, which is approximately 804.672 meters (2640.00 feet) South 0°27'25" West along the Quarter Section line to the center Quarter corner of said Section 2 and approximately 440.029 meters (1443.66 feet) North 89°49'09" West along the Quarter Section line from the North Quarter corner of said Section 2, which point is on the Easterly right of way line of said existing highway State Route 248, and running thence North 32°01'00" East 66.512 meters (214.93 feet) along said Easterly right of way line and the Westerly boundary line of said entire tract to a point 19.405 meters (63.66 feet) perpendicularly distant Easterly from control line of said project, thence North 26°18'21" East 122.266 meters (401.14 feet) along said Easterly right of way line and said West boundary line to a point 27.659 meters (90.74 feet) perpendicularly distant Easterly from said control line, thence South 22°01'00" West 183.771 meters (602.92 feet) to the Southerly boundary line of said entire tract at a point 29.001 meters (95.15 feet) perpendicularly distant Easterly from said control line, thence North 89°49'09" West 9.851 meters (32.32 feet) along said South boundary line to the point of beginning as shown on the official map of said project on file in the office of the Utah Department of Transportation.



# PARK CITY HEIGHTS

## NEIGHBORHOOD MASTER PLAN



May 12, 2011

Patrick Moffat  
The Boyer Company  
90 South 400 West, Suite 200  
Salt Lake City, UT 84101

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

**NOTICE OF PLANNING COMMISSION ACTION**

Project Description: Park City Heights Master Planned Development

Project Numbers: PL-10-01028

Project Location: Richardson Flats Road, west of US 40 and southeast of SR 248

Date of Final Action: May 11, 2011

Action Taken: Planning Commission conducted a public hearing and APPROVED the Park City Heights Master Planned Development in accordance with and subject to the following findings of fact, conclusions of law, and conditions of approval:

**Findings of Fact**

1. The Park City Heights MPD includes the following:
  - a. 160 market rate units distributed in a mix of: cottage units on smaller lots (lots are approximately 6,000 to 8,600 sf in size); single-family detached units on approximately 8,000 sf to 27,000 sf lots; and single-family detached on two upper lots which are approximately 44,000 and 48,000 sf each. The approximate distribution of types of product is identified in the Design Guidelines.
  - b. 28 deed restricted townhouse units (44.78 affordable unit equivalents or AUE). These 28 units meet the required IHC affordable units under their affordable housing obligation and are configured as seven four-plexes.

- c. 16 deed restricted units (32 AUE). These 16 units meet the affordable housing required by the CT zone (LMC 15-2.23-4(A) (8)) and the Affordable Housing Resolution 17-99. These units are configured as a mix of single-family detached, cottage homes, and townhouse units.
- d. 35 additional non-required deed restricted affordable units in a mix of unit types.
- e. All units (including all deed restricted units) will be constructed to LEED for Homes Silver rating, as stated in the Annexation Agreement, with each unit also achieving a minimum combined 10 points for water efficiency/conservation. Third party inspection will be provided. An industry standard Third Party inspector shall be mutually agreed upon by the Chief Building Official and the applicant prior to building permit issuance.
- f. A total of 171.5 acres of open space (not including open space within individual lots) is provided. This is approximately 72% of the entire 239 acres. This total includes the 24 acre parcel located adjacent to Highway 248 that is deeded to the City for open space.
- g. An additional 5 acres of deeded open space is provided on Round Valley Drive adjacent to US 40 south of the Park City Medical Center. This open space is not included in the 72% figure. This is in exchange for transferring the 28 IHC deed restricted townhouse units to the PC Heights neighborhood. This parcel is deed restricted per requirements of the Burbidge/IHC Annexation and Development Agreements.
- h. A dedicated 3.55 acre (155,000 sf) public neighborhood City Park with field, tot lot and playground equipment, shade structure, paths, natural area, and other amenities to be designed and constructed by the developer and maintained by the City. This park is included in the open space calculations. Bathrooms are proposed in the club house with exterior access for the park users.
- i. A 15,000 sf (approx.) community gardens area within the PC Heights neighborhood. This area is included in the open space calculations.
- j. 3 to 4 miles of soft surface trails within and around the property and additional mile or so of hard surfaced sidewalks and paths along the Project's streets.
- k. Trail connections to the Rail Trail and Quinn's trail, including trail on the north side of Richardson Flat Road from the 248 underpass to the Rail Trail and trail on the south side of the Road from the project to the Rail Trail. Trail connection to the south property line for future connections to the Jordanelle area. Trail easement on north side of Richardson Flat Road from Rail Trail to east property line. Trail connections to the Park City and Snyderville Basin back country trails system. Trails are further described in Finding #11.
- l. Transit bus shelters along Richardson Flat road including "dial-a-ride signs" (City bus service expected to be extended to Park City Heights and the Park and Ride).
- m. Bike racks at the club house and public park.
- n. Cross walk across Richardson Flat road at the rail trail.
- o. A 3,000 sf community center/club house area to be constructed by the developer with dedicated future ancillary support uses or possible daycare

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

8. The property is located within the Community Transition (CT) zone. The MPD is in compliance with all applicable requirements of the CT zone, including density, uses, building setbacks, building height, parking, open space, affordable housing, and sustainable development requirements.
9. Access to the site is from Richardson Flat Road, a public road previously known as Old Dump Road. Access is also proposed to the currently unimproved US 40 frontage road (UDOT) along the east property line. No roads are provided through the Park City Heights MPD to the Oaks, Royal Oaks, or any other neighborhood within the Deer Valley MPD, consistent with the Annexation Agreement.
10. Utilities are available in the area, however extension of utilities or utility upgrades to the development site are required. A final utility plan will be submitted with the final subdivision plats to be reviewed by the Interdepartmental and Utility Service providers Development Review Team. City Staff will provide utility coordination meetings to ensure that utilities are provided in the most efficient, logical manner and that comply with best practices, including consideration of aesthetics in the location of above ground utility boxes. Location of utility boxes shall be shown on the final utility plans. The MPD phasing plan shall be consistent with conditions of the Annexation Agreement related to provision of public services and facilities.
11. The MPD includes 1) a paved connector trail on the south side of and separated from Richardson Flat Road, from the project to the Rail Trail, 2) a paved connector trail on the north side of and separated from Richardson Flat Road, from the SR 248 underpass to the Rail Trail, 3) a trail connection from trails within the project to the south property boundary line, 4) a trail easement along the north side of and separated from Richardson Flat Road from the Rail Trail to the east property boundary line, and 5) several miles of paved and soft surfaced trails throughout the development. All trails will be constructed by the developer consistent with the Park City Trails Master Plan.
12. The MPD includes a dedicated neighborhood public park to be constructed by the developer according to the City's parks plan, and as further directed by the City Council. Bathrooms are provided at the clubhouse with exterior access for the park users.
13. Parking within the MPD is proposed at two spaces per unit within private garages. Additional surface parking is provided for guests, the community gardens/park area, and the neighborhood clubhouse/meeting area. The streets have been designed to allow for parking on one-side per the City Engineer. Final street design will be determined at the time of the final plat and additional off-street guest parking areas will be incorporated into the design.
14. The proposed MPD density of 1 unit per acre complies with the density allowed by the CT zone. (239 units on 239 acres) The net density is 0.82 units per acre (195 units on 239 acres), excluding the 44 required deed restricted housing units. The density is consistent with the Annexation Agreement. If the additional 35 deed restricted affordable units are included in this analysis the net density is 0.67 units per acre (160 units on 239 acres).
15. The LMC requires a Sensitive Lands Analysis for all Master Planned Development applications. The MPD application included a Sensitive Lands Analysis.

16. A portion of property is located within the designated SR 248 Entry Corridor. This area is identified in the MPD as open space and all required entry corridor setbacks of 200' are complied with.
17. The property contains SLO designated steep slopes, ridgelines and wetland areas. These areas are identified in the MPD as open space areas and all required wetland and stream setbacks are complied with.
18. A wildlife study was conducted and a report (December 2010) was prepared by Logan Simpson Design, Inc. A revised report was prepared on March 17, 2011. The wildlife study addresses requirements of the Land Management Code and provides recommendation for mitigation of impacts on wildlife.
19. The site plan complies with the minimum MPD required 25' setback around the perimeter of the property. Setbacks range from 25' to 690' (and greater to the south property line).
20. The locations of the proposed units are consistent with the MPD site planning and Sensitive Lands Overlay criteria.
21. The property is visible from the designated LMC Vantage point along State Road 248 and a visual analysis was conducted by the applicant from this Vantage point. Additional visual analysis was provided from the intersection of Richardson Flat Road and SR 248. Units along the western perimeter are most visible along the minor ridge from SR 248. Any units that are over the 28' height limit as measured in the zone will be required to obtain an Administrative Conditional Use Permit. .
22. Structures containing more than four units and future non-residential structures on Parcels I and J will be more visible due to the location along Richardson Flat Road and the potential massing. Additional review through the conditional use process is warranted for these parcels and uses.
23. Design Guidelines for the Park City Heights MPD address site planning, architecture and design, sustainability and best practices, landscaping and water conservation, and other requirements of the Annexation Agreement.
24. A comprehensive traffic study and analysis of the Property and surrounding properties, including existing and future traffic and circulation conditions was performed by the Applicant's traffic consultant, Hales Engineering, dated June 7, 2007, on file at the Park City Planning Department. An updated traffic volume and trip generation report was provided by Hales Engineering on September 27, 2010. An additional traffic update was provided in 2008 by InterPlan Co at the request of the City Transportation Department. The Hales Engineering study was utilized during the annexation process in the determination of density and requirements for traffic and transportation related impact mitigations. The City's Transportation Department is preparing a Short range Transit Development Plan studying demand for transit, routes, efficiency of the transit system, etc to be completed in July of 2011. This Transit Plan will address the timeline for bus service in the Quinn's Junction area. The City's Transportation Master Plan update will include the projected traffic from Park City Heights MPD in the recommendations for transportation improvements within the City.
25. Construction traffic is required to be addressed in the Construction Mitigation Plan.
26. A Geotechnical Study for the Park City Heights Development was provided by Gordon, Spilker Huber Geotechnical Consultants, Inc. (June 9, 2006). Expansive clay soils were encountered across the site in the upper two and one-half to nine

and one-half feet. Shallow bedrock was found within portions of the site. Special construction methods, removal of these unsuitable soils, and other mitigations are spelled out in the Study.

27. A Fire Protection Report (March 2011) identifies potential Wildland urban interface areas within the MPD. Prior to issuance of building permits the Building Department will review individual building fire protection plans for compliance with recommendations of the Fire Protection Report and applicable building and fire codes. The fire protection component of the plan shall ensure that Park City's ISO rating is not negatively affected by development of the site.
28. Affordable housing obligations of the MPD are consistent with the affordable housing described by the Park City Heights Annexation Agreement, Housing Resolution 17-99 and as required by the CT zone. The MPD provides up to an additional 35 deed restricted housing units over the 28 deed restricted townhouse units (44.78 affordable unit equivalents (AUE) required by the IHC MPD and the 16 deed restricted units (32 AUE) required by the CT zone for the 160 market rate units). These affordable units are configured as a mix of single-family detached, duplexes, cottage units, and attached townhouse units. The additional 35 non-required deed restricted affordable units are proposed to be a mix of unit types as part of this MPD consistent with the needs described in Housing Market Assessment for Park City, dated September 2010. As part of the mix of unit types, rental housing will be considered consistent with the needs described in the September 2010 Housing Market Assessment.
29. No building height exceptions have been requested and all buildings will comply with the height limitations of the CT zone.
30. Lots have been positioned to minimize visual impacts on adjacent structures. Potential problems on neighboring properties caused by shadows, loss of solar access, and loss of air circulation, have been mitigated to the extent possible as further described in the Park City Heights Design Guidelines.
31. Utilities must be extended to the site to sustain the anticipated uses. Thirty (30') foot wide non-exclusive utility easements are generally necessary for long term maintenance and shall be dedicated on the final subdivision plats. Off-site improvements are necessary to serve the site with utilities.
32. Off-site trail and intersection improvements may create traffic delays and potential detours, short term access and private driveway blockage, increased transit time, parking inconveniences, and other impacts on the adjacent neighborhoods and to the community in general. Construction Mitigation Plans are required and shall be required to include mitigation for these issues.
33. A Construction Mitigation Plan (CMP) is necessary to identify impacts and propose reasonable mitigation of these impacts on the site, neighborhood, and community due to construction of this project. The CMP shall include information about specific construction phasing, traffic, parking, service and delivery, stock-piling of materials and staging of work, work hours, noise control, temporary lighting, trash management and recycling, mud and dust control, construction signs, temporary road and/or trail closures, limits of disturbance fencing, protection of existing vegetation, erosion control and storm water management.
34. Final road designs will be provided to the Planning Commission for review with the final subdivision plats. To minimize visual impacts and to minimize disturbance of

existing vegetation due to large areas of cut and fill slopes, low retaining structures (in steps of 4' to 6') are recommended. These low retaining structures may be stepped to minimize their height. Design of these retaining structures is included in the PC Heights Design Guidelines to ensure consistency of design, materials, and colors throughout the development.

35. A storm water run-off and drainage plan is necessary to ensure compliance with Park City's Storm Water Management Plan and storm water Best Management Practices for storm water during construction and post construction with special considerations to protect the wetlands delineated on and adjacent to the site.
36. A financial guarantee for all landscaping and public improvements is necessary to ensure completion of these improvements and to protect the public from liability and physical harm if these improvements are not completed by the developer or owner in a timely manner. This financial guarantee is required prior to building permit issuance.
37. Parcels I and J are identified on the preliminary subdivision plat as potential future support commercial and/or child care center or similar uses pad sites. These parcels are currently used as a temporary, dirt parking lot. Construction of a daycare center is not the responsibility of the applicant/developer of Park City Heights.
38. A master sign plan is required for Planning Department review and approval and all individual signs require a sign permit prior to installation.
39. Sound mitigation may be desired by owners of units along US 40. Conditions of approval prohibit sound barrier walls within the MPD. However, other sound mitigation measures may be accomplished with landscaping, berming, smart housing design and insulation, and sound barriers constructed as part of the dwelling units.
40. Section 15-6-4 (G) of the LMC states that once the Planning Commission has approved an MPD, the approval shall be put in the form of a Development Agreement.
41. The applicant stipulates to the conditions of approval.
42. The discussion in the Analysis sections of this report and the Analysis sections of the March 23, 2011 Planning Commission Staff Report (Exhibit A) are incorporated herein.
43. The applicants have met with Rocky Mountain Power and have increased the Rocky Mountain Powerline setbacks as required by this Utility.
44. The site plan for the proposed MPD has been designed to minimize the visual impacts of the development from the SR 248 Entry Corridor and has preserved, through open space, the natural views of the mountains, hillsides and natural vegetation consistent with Park City's "resort character".
45. The 171.5 acres of open space adjacent the development, the trail connections and improvements, and proposed neighborhood public park, as conditioned, will provide additional recreational opportunities to the Park City community and its visitors, which strengthens and enhances the resort character of Park City.
46. The opportunities for mixed affordable housing types, including rental units, within the development will strengthen the resort economy by providing attainable housing options in a sustainable and energy efficient community for workers in Park City's tourism/resort based industries.

47. Surrounding uses include open space, Highway 248, US 40, the Rail Trail, the Municipal Water Treatment Plant, Quinn's recreation complex (fields and ice rink), and the IHC medical center and offices
48. The MPD provides direct connection to and critical improvements of the Rail Trail and provides alternative transportation opportunities for recreation and commuting, such as biking, walking, in-line skating, and cross country skiing to Park City's business district at Prospector Square (within 2 miles) and to the IHC medical complex.

### Conclusions of Law

1. The MPD, as conditioned, complies with all requirements outlined in the applicable sections of the Land Management Code, specifically Chapter 6- Master Planned Developments Section 15-6-5 as stated in Exhibit A, March 23, 2011 Planning Commission Staff Report.
2. The MPD, as conditioned, is compatible with surrounding structures in use, scale, mass, and circulation.
3. The MPD, as conditioned, is consistent with the Park City General Plan.
4. The MPD, as conditioned, is consistent with the Park City Heights Annexation Agreement.
5. The MPD, as conditioned, strengthens and enhances the resort character of Park City
6. The MPD, as conditioned, is Compatible in use, scale and mass with adjacent properties, and promotes neighborhood Compatibility.
7. The MPD provides amenities to the community so that there is no net loss of community amenities.
8. The MPD is consistent with the employee Affordable Housing requirements as adopted by the City Council at the time the Application was filed.
9. The MPD has been designed to place Development on the most Developable Land and preserves significant features and vegetation to the extent possible.
10. The MPD promotes the Use of non-vehicular forms of transportation through the site design and by providing trail connections.
11. The MPD has been noticed and public hearings held in accordance with the LMC.

### Conditions of Approval

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

3. A limit of disturbance area (LOD), maximum building footprint and/or house size limitation and a setback requirement table for the lots shall be included on the final plats consistent with the Park City Heights Design Guidelines.
4. A note shall be added to the final plats stating that a landscape plan shall be submitted for City review and approval for each lot, prior to building permit issuance for that lot.
5. A note shall be added to the final plats stating that all units (including all deed restricted units) shall be constructed to LEED for Homes Silver rating, as stated in the Annexation Agreement, with each unit also achieving a minimum combined 10 points for water efficiency/conservation. Third party inspection will be provided to confirm compliance with the standards. An industry standard Third Party inspector shall be mutually agreed upon by the Chief Building Official and the applicant prior to building permit issuance.
6. A final landscaping and irrigation plan for common areas shall be submitted with the final plats for each phase. Entry and perimeter landscaping shall be completed within six (6) months of issuance of the first building permit, weather and ground conditions permitting. Other Project landscaping, shall be completed within nine (9) months of issuance of 50% of building permits or within six (6) months of any individual Certificate of Occupancy. Landscaping materials and irrigation shall comply with the requirements of the Annexation Agreement, including the Water Agreement, and the Park City Heights Design Guidelines.
7. All exterior building materials, colors and final design details must comply with the approved Park City Heights Design Guidelines and shall be approved by staff prior to building permit issuance.
8. All exterior lighting, including any street and/or path lighting shall be designed to limit the trespass of light into the night sky as much as possible and shall conform to the LMC Sections 15-5-5-(I) and 15-3-3(c) and the Park City Heights Design Guidelines.
9. All exterior lighting, with the exception of bollard lighting at the park shall be privately maintained.
10. A Construction Mitigation Plan (CMP) shall be submitted and approved by the City for compliance with the Municipal Code, as a condition precedent to issuance of any grading or building permits. The CMP shall address construction phasing, staging, storage of materials, circulation and traffic, parking, service and delivery, re-vegetation of disturbed areas, temporary signs and construction lighting, hours of operation, dust and mud control, storm water management, and other items as may be required by the Building Department. The immediate neighborhood and community at large shall be provided notice at least 24 hours in advance of construction work impacting private driveways, street closures, and interruption of utility service. The CMP shall include a site and landscape plan for the sales office building (either within the clubhouse or within a finished unit) to address landscaping, lighting, and parking for the sales office. Construction Mitigation Plans shall provide mitigation measures for traffic delays and potential detours, short term access and private driveway blockage, increased transit time, parking inconveniences, and other impacts on the adjacent neighborhoods and to the community in general.

11. The CMP shall address disposal and treatment of all excavated materials. The capping of exposed soils within the City's Soils Ordinance Boundary is subject to all applicable regulations and requirements of the Park City Soils Ordinance Title 11, Chapter 15- Park City Landscaping and Maintenance of Soil Cover. A detailed Limit of Disturbance (LOD) plan shall be submitted as part of the CMP. The Limits of Disturbance for the entire site shall be minimized to the greatest extent possible, using best construction practices, and shall include the use of additional low retaining walls and steeper slopes to prevent un-necessary disturbance of native vegetation.
12. A construction recycling area and an excavation materials storage area shall be provided within the development to reduce the number of construction trips to and from the development. This condition applies at a minimum to the first two phases of development and may be waived for subsequent phases of development upon request by the applicant and upon review by the Planning, Building, and Engineering Departments.
13. A storm water run-off and drainage plan shall be submitted with the building plans and approved prior to issuance of any building permits. The plan shall follow Park City's Storm Water Management Plan and the project shall implement storm water Best Management Practices. Post development drainage shall not exceed pre-development drainage conditions and special consideration shall be made to protect the wetlands delineated on and adjacent to the site.
14. Maintenance of sidewalks (including, without limitation, snow removal), trails, lighting, and landscaping within the rights-of-way and common areas, with the exception of the public park and public trails, shall be provided by the HOA, unless otherwise agreed upon by the City Council. Language regarding ownership and maintenance of the open space and common areas shall be included on the final subdivision plats.
15. A financial guarantee, in a form and amount acceptable to the City and in conformance with the LMC Subdivision Regulations, for the value of all public improvements, pedestrian amenities and trails, sidewalks, bus stop amenities, landscaping (including landscaping to re-vegetate and re-landscape areas disturbed by construction related to the MPD) to be completed according to the final approved plans shall be provided to the City prior to building permit issuance for new construction within each phase of construction. All public improvements shall be completed according to City standards and accepted by the City Council prior to release of this guarantee.
16. Final utility plans, consistent with preliminary utility plans reviewed by the Planning Commission during the MPD review, shall be submitted with the final subdivision plats. Utility plans shall be reviewed by the Interdepartmental staff members and the utility service providers as the Development Review Team. Utilities for the MPD shall be placed underground.
17. The City Engineer shall review and approve all associated utility and public improvements plans (including streets and sidewalks, grading, drainage, trails, public necessity signs, street signs and lighting, and other required items) for compliance with the LMC and City standards as a condition precedent to final subdivision plat recordation. This shall include phasing plans for street construction to ensure adequate fire turn-around that minimize disturbance of native vegetation.

- Due to expansive soils in the area, grading and drainage plans shall include a comprehensive lot drainage plan for the entire phase of each final subdivision plat.
18. Above ground utility boxes must be shown on the final utility plans. The location of these boxes shall comply with best practices for the location of above ground utility boxes. These boxes shall be located in the most efficient, logical, and aesthetic locations, preferably underground. If located above ground the boxes shall be screened to minimize visual impacts and locations shall be approved by the City Engineer.
  19. The Snyderville Basin Water Reclamation District's review and approval of the utility plans and final subdivision plats, for conformance with the District's standards for review, is a condition precedent to plat recordation and building permit issuance.
  20. All construction, including grading and trails, within the Park City Soils Ordinance area shall comply with restrictions and requirements of the Park City Soils Ordinance (Municipal Code Title 11, Chapter 15).
  21. Trail improvements necessary to connect the Rail Trail to the Hwy 248 tunnel trail on the north side of Richardson Flat Road, as well as the trail connection from the Rail Trail to the public park on the south side of Richardson Flat Road, will likely impact the wetlands in this area. Precedent to issuance of a building permit for these trails a wetlands impacts and enhancements plan shall be reviewed by the Planning Staff. All required wetlands permits shall be obtained from the required agencies.
  22. Mitigation for the disturbance of any wetland areas shall be identified on the trail construction plan and shall include enhancements of wetlands as an amenity feature for users of the trail system.
  23. Enhancements to wetland areas and other disturbed areas within the MPD could include but are not limited to: educational signs, such as identification of plants and animals, ecological processes, wetlands ecology, and insights into seasonal changes to the landscape; plantings that encourage and/or provide food sources for wildlife; additional on-site water sources; clean up of degraded areas; and new nesting habitat/bird and small mammal boxes.
  24. Lots 89 and 90 of the preliminary subdivision plat shall be shifted to match the trail phasing plan to locate the trail connection on the open space.
  25. All construction, including streets, utilities, and structures shall comply with recommendations of the June 9, 2006, Geotechnical Study for the Park City Heights Development provided by Gordon, Spilker Huber Geotechnical Consultants, Inc. Special construction methods, removal of unsuitable soils, and other mitigation measures are recommended in the Study. Additional soils studies and geotechnical reports may be required by the Building Department prior to issuance of building permits for streets, utility installation, and structures.
  26. A detailed review against the Uniform Building and Fire Codes in use at the time of building permit submittal is a condition precedent to issuance of full building permit.
  27. Fire protection and emergency access plans shall be submitted prior to the issuance of any building permits and shall be consistent with applicable building and fire codes and shall take into consideration the recommendations of the Fire Protection Report (March 2011). The fire protection plans shall include any required fire sprinkler systems and landscaping restrictions within the Wildland interface zones. The plans shall ensure that Park City's ISO rating is not negatively affected

- by the development.
28. A limit of disturbance area shall be identified during the building permit review and construction fencing will be required to mitigate construction impacts. Silt fencing is required during construction in areas where run-off and construction may impact adjacent wetlands, water ways, and undisturbed areas as determined by the Building Department.
  29. Trail easements for all proposed trails in the MPD shall be platted on the final recorded subdivision plats. All trails shall be constructed consistent with the Park City Trails Master Plan and the Snyderville Basin Trails Master Plan. Connections to undeveloped property to the south providing future connections to the Wasatch County shall be consistent with the Wasatch County Trails Plan.
  30. Construction of the public park, trails within the first phase, trail connections to the Rail Trail on both the north and south sides of Richardson Flat road, as described in the findings, and other neighborhood amenities associated with the first phase, shall commence upon issuance of the 40th building permit for Phase I (as described in the Annexation Agreement) and shall be complete within 9 months from commencement of construction, unless otherwise directed by City Council. In subsequent phases, trails, amenities, and other improvements shall be completed prior to issuance of 50% of the certificates of occupancy for the units within that phase, or as otherwise stated in the Development Agreement.
  31. The neighborhood public park shall be developed in accordance with standards set forth and required by the City Council, Recreation Advisory Board and city standards. A minimum area of 100 by 80 yards shall be initially free from fixed improvements until final field design is approved or further conditioned at subdivision approval. The park will include bathrooms in the club house with exterior access for park users.
  32. An Affordable Housing Plan, consistent with the Park City Heights Annexation Agreement and as required by LMC Section 15-6-5 (J), shall be reviewed by the Planning Commission and a recommendation shall be forwarded to the Park City Housing Authority. The Park City Housing Authority shall approve the final Park City Heights Affordable Housing Plan prior to issuance of any building permits for units within the MPD.
  33. As a condition precedent to receiving a certificate of occupancy for any market rate unit the City shall be provided with proof of compliance with the approved Affordable Housing Plan.
  34. A master sign plan for the neighborhood shall be submitted, reviewed for compliance with the Park City Sign Code, and approved by the City, as a condition precedent to issuance of any individual sign permits.
  35. No sound barrier walls or structures along Hwy 40 are permitted within the MPD. To the extent sound mitigation measures are utilized within the MPD, such measures shall be limited to landscaping and berms, energy efficient housing design and insulation, and sound mitigation constructed as part of the design of the dwelling units and shall be reviewed by the Planning Department for compliance with the Design Guidelines.
  36. Approval of this Master Planned Development is subject to LMC Chapter 6- Master Planned Developments and shall expire two years from the date of execution of the

- Development Agreement unless Construction, as defined by the Uniform Building Code, has commenced on the project.
37. Pursuant to Section 15-6-4 (G) of the LMC, once the Planning Commission has approved an MPD, the approval shall be put in the form of a Development Agreement. The Development Agreement must be ratified by the Planning Commission within 6 months of this approval. The Development Agreement shall be signed by the Mayor on behalf of the City Council and recorded with the Summit County Recorder.
  38. The Park City Soils Boundary shall be identified on the final plats (if applicable).
  39. Timing of completion of all required items and public benefits shall be further described and stated in the Development Agreement.
  40. No through roads may be provided through the Park City Heights MPD to the Deer Valley MPD subdivisions.
  41. A re-vegetation plan for Parcels I and J and the open space parcel at the northeast corner of the development area of Phase I shall be submitted with the final road and utility plans. Re-vegetation of these parcels shall be completed prior to issuance of the 28th certificate of occupancy for the Park City Heights MPD. If this area is used as a construction staging, construction recycling area, and excavated materials storage area, a new construction staging area will need to be approved by the Planning Department for the remainder of Phase I and for subsequent phases and shall be re-vegetated in a like manner with the issuance of certificates of occupancy for the final units in the respective phase.
  42. Noxious weeds shall be managed per the Summit County noxious weeds ordinances during construction and in perpetuity by including regulations in the CMP, Design Guidelines, and CCRs.
  43. One additional site visit is required by certified biologists during May or June 2011 to: a) validate the observations of the preliminary biological report and, b) to further study and identify wildlife movement corridors, evidence of species of high public interest (Elk, Moose, Deer, and other small mammals), locations of den or nesting sites, and any areas of high native species diversity. The report shall include additional recommendations on mitigating impacts of the development on wildlife and wildlife corridors. The report shall be provided to the Planning Department and reviewed by the Planning Commission prior to issuance of any grading or building permits.
  44. Clearing and grubbing of vegetation and soils shall be minimized from April through July to avoid disturbance of nesting birds, unless a detailed search for active nests is conducted and submitted to the Planning Director for review by a certified wildlife biologist.
  45. As a condition precedent to building permit issuance for any structure containing more than 4 units, and for any non-residential structure proposed to be constructed on Parcels I and J of the preliminary subdivision plat, a conditional use permit shall be approved by the Planning Commission.
  46. Due to the visual exposure of these lots on the minor ridge, as a condition precedent to building permit issuance for construction of a house on the western perimeter lots, namely Lots 23, 24, 30, 31, 66, 67, 76 and 77 of the preliminary subdivision plat prepared by Ensign and dated 1/17/11, a conditional use permit shall be obtained if the proposed building height is greater than 28 feet.

47. The applicants shall approach the adjacent property owner to the west to explore a mutually agreeable plan for incorporating the parcel into the Park City MPD and transferring density to the Park City Heights neighborhood in exchange for open space designation of this highly sensitive and visible parcel of land and the potential to relocate the upper western cul-de-sac to a less visible location.
48. All work within the Rail Trail ROW requires review by and permits issued by the Utah State Parks/Mountain Trails Foundation, in addition to the City. The Rail Trail shall remain open to pedestrians during construction to the extent possible.
49. High energy use amenities, such as snow melt systems, heated driveways, exterior heated pools and fireplaces, shall require energy off-sets and/or require the power to be from alternative energy sources.
50. All conditions, requirements, and stipulations of the Park City Heights Annexation Agreement and Water Agreement continue to apply to this MPD.
51. The final MPD phasing plan shall be consistent with conditions of the Water Agreement as to provision of public services and facilities.
52. All transportation mitigation requirements, as stated in the Annexation Agreement, continue to apply to this MPD.
53. The Applicant must meet all applicable bonding requirements.
54. Bus shelters on both the north and south sides of Richardson Flat Road shall be constructed within 60 days of issuance of the 40th certificate of occupancy. The shelter design and location shall be approved by the City Planning, Engineering, Building, and Transportation Departments and shall include a sign with the phone number of the Park City Bus service dial-a-ride. Information regarding the dial-a-ride service shall be posted within the shelters.
55. Sheet c4.0 (LOD Erosion Control Plan) shall be amended as follows: Note 1 shall read that the LOD for roadways is not to extend beyond 3' from the cut/fill limits as shown on the plan. Note 2: A 4 to 6 foot engineered wall shall be used in areas outside the limits of future home and driveway construction and where proposed cut/fill is in excess of 10' vertical as measured from the top back of curb to cut/fill catch point. Note 3: Proposed retaining walls shall not exceed 6 feet where they are necessary. A system of 4' to 6' walls with no individual wall exceeding 6', (i.e. tiered walls) may be used. The walls shall be separated by a 3' landscaped area from top back of lower wall to toe of upper wall. Note 4: Exceptions to these standards may be granted by the Planning Commission at the time of final subdivision plat review as necessary to minimize overall total disturbance.
56. House size limitations for all lots within the MPD shall be identified in the Design Guidelines subject to further appropriate reduction if found necessary during the final subdivision plat process, taking into consideration the size of the lots, visibility of the lots from the LMC Vantage Points, solar access of adjacent lots, onsite snow storage, and ability to achieve LEED for Homes Silver rating to meet the applicable standards of LMC 15-7.3-3. Nothing herein shall preclude the applicant from proposing alternative methods of mitigation. Specifically, and without limitation, the Design Guidelines shall provide that house sizes of the Homestead lots shall be no greater than the following (as delineated below by lot numbers per the preliminary plat prepared by Ensign and dated 1/17/11)

Lots 58 thru 66- 4000 square feet

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

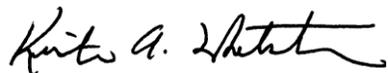
The Design Guidelines shall reflect a preference for smaller homes consistent with (a) “best practices” in sustainable design and development to address the materials and energy impacts of larger homes and (b) the historic pattern of residential development in Old Town

57. The Park City Heights Design Guidelines shall be approved by the Planning Commission prior to the submittal of the Development Agreement to the Planning Commission and before any activity or permits can be pulled for the MPD. No pre-development work, including grading, clearing, etc. can occur prior to approval of the Design Guidelines by the Planning Commission.
58. The Park City Heights Design Guidelines are an integral component of the Park City Heights MPD and substantive amendments to the Design Guidelines require Planning Commission approval. Minor amendments shall be reviewed by the Planning Director for consideration and approval.
59. Adequate snow storage easements, as determined in consultation with the Park City Public Works, will be granted to accommodate for the on-site storage of snow. Snow storage shall not block internal pedestrian sidewalks and circulation trails. Removal of snow from the Park City Heights MPD is discouraged with the final decision to haul snow from this area to be made by the City’s Public Works Director.
60. To further encourage non-vehicular transportation, trail maps will be posted in the clubhouse for the benefit of future residents. There will also be a ride-share board located within the clubhouse that residents may utilize in order to plan carpooling which will further limit trips from the development. The dial-a-ride phone number shall be posted at the ride-share board. The HOA shall post information and consider a bike-share program.
61. The Park City Heights Design Guidelines and CCRs shall include information related to the history of the site and Quinn’s Junction region.
62. All transportation mitigation elements, as required by the Park City Heights Annexation Agreement (July 2, 2010) continue to apply to this MPD. The Applicants, as required by the Annexation Agreement, shall complete, with the first Phase (first 90 UEs) of the MPD (as described in the Annexation Agreement), the SR 248/Richardson Flat intersection improvements with all required deceleration and acceleration lanes; and shall include the required infrastructure (fiber optic, control boxes, computer links, etc.) to synchronize this traffic signal with the UDOT coordinated signal system on SR 248, within the Park City limits at the time of this MPD. At the time the traffic signal is installed, the Applicants shall request in writing that UDOT fully synchronize signals along SR 248, with supporting data as applicable. Required improvements to Richardson Flat Road, including 5’ wide bike lanes, as stated in the Annexation Agreement, shall be complete with the first Phase (first 90 UEs) of the MPD. The cost sharing methodology between the

Applicants and any assigns, for these mitigation elements, shall be detailed in the Park City Heights Development Agreement. The Applicant shall provide an annual assessment of traffic counts and bus needs generated by the MPD for five (5) consecutive years following issuance of the first certificate of occupancy. The applicants shall participate with the City to conduct an annual assessment, which shall include peak period counts of both summer and winter traffic in the vicinity of the SR 248/Richardson Flat Road intersection, and submit such to UDOT. This information shall be coordinated with best available UDOT data and analysis. This assessment shall be incorporated into ongoing Park City Transportation Master Plan and the Park City Transit planning efforts with UDOT. This information shall be presented annually to the Planning Commission in conjunction with an update of the City Transportation Master Plan.

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

Sincerely,

A handwritten signature in black ink, appearing to read "Kirsten A. Whetstone". The signature is fluid and cursive, with a long horizontal stroke at the end.

Kirsten A. Whetstone, MS, AICP  
Senior Planner

File

PARK CITY MUNICIPAL CORPORATION  
STANDARD PROJECT CONDITIONS

1. The applicant is responsible for compliance with all conditions of approval.
2. The proposed project is approved as indicated on the final approved plans, except as modified by additional conditions imposed by the Planning Commission at the time of the hearing. The proposed project shall be in accordance with all adopted codes and ordinances; including, but not necessarily limited to: the Land Management Code (including Chapter 5, Architectural Review); International Building, Fire and related Codes (including ADA compliance); the Park City Design Standards, Construction Specifications, and Standard Drawings (including any required snow storage easements); and any other standards and regulations adopted by the City Engineer and all boards, commissions, agencies, and officials of the City of Park City.
3. A building permit shall be secured for any new construction or modifications to structures, including interior modifications, authorized by this permit.
4. All construction shall be completed according to the approved plans on which building permits are issued. Approved plans include all site improvements shown on the approved site plan. Site improvements shall include all roads, sidewalks, curbs, gutters, drains, drainage works, grading, walls, landscaping, lighting, planting, paving, paths, trails, public necessity signs (such as required stop signs), and similar improvements, as shown on the set of plans on which final approval and building permits are based.
5. All modifications to plans as specified by conditions of approval and all final design details, such as materials, colors, windows, doors, trim dimensions, and exterior lighting shall be submitted to and approved by the Planning Department, Planning Commission, or Historic Preservation Board prior to issuance of any building permits. Any modifications to approved plans after the issuance of a building permit must be specifically requested and approved by the Planning Department, Planning Commission and/or Historic Preservation Board in writing prior to execution.
6. Final grading, drainage, utility, erosion control and re-vegetation plans shall be reviewed and approved by the City Engineer prior to commencing construction. Limits of disturbance boundaries and fencing shall be reviewed and approved by the Planning, Building, and Engineering Departments. Limits of disturbance fencing shall be installed, inspected, and approved prior to building permit issuance.
7. An existing conditions survey identifying existing grade shall be conducted by the applicant and submitted to the Planning and Building Departments prior to issuance of a footing and foundation permit. This survey shall be used to assist the Planning Department in determining existing grade for measurement of

building heights, as defined by the Land Management Code.

8. A Construction Mitigation Plan (CMP), submitted to and approved by the Planning, Building, and Engineering Departments, is required prior to any construction. A CMP shall address the following, including but not necessarily limited to: construction staging, phasing, storage of materials, circulation, parking, lights, signs, dust, noise, hours of operation, re-vegetation of disturbed areas, service and delivery, trash pick-up, re-use of construction materials, and disposal of excavated materials. Construction staging areas shall be clearly defined and placed so as to minimize site disturbance. The CMP shall include a landscape plan for re-vegetation of all areas disturbed during construction, including but not limited to: identification of existing vegetation and replacement of significant vegetation or trees removed during construction.
9. Any removal of existing building materials or features on historic buildings shall be approved and coordinated by the Planning Department according to the LMC, prior to removal.
10. The applicant and/or contractor shall field verify all existing conditions on historic buildings and match replacement elements and materials according to the approved plans. Any discrepancies found between approved plans, replacement features and existing elements must be reported to the Planning Department for further direction, prior to construction.
11. Final landscape plans, when required, shall be reviewed and approved by the Planning Department prior to issuance of building permits. Landscaping shall be completely installed prior to occupancy, or an acceptable guarantee, in accordance with the Land Management Code, shall be posted in lieu thereof. A landscaping agreement or covenant may be required to ensure landscaping is maintained as per the approved plans.
12. All proposed public improvements, such as streets, curb and gutter, sidewalks, utilities, lighting, trails, etc. are subject to review and approval by the City Engineer in accordance with current Park City Design Standards, Construction Specifications and Standard Drawings. All improvements shall be installed or sufficient guarantees, as determined by the City Engineer, posted prior to occupancy.
13. The Snyderville Basin Water Reclamation District shall review and approve the sewer plans, prior to issuance of any building plans. A Line Extension Agreement with the Snyderville Basin Water Reclamation District shall be signed and executed prior to building permit issuance. Evidence of compliance with the District's fee requirements shall be presented at the time of building permit issuance.
14. The planning and infrastructure review and approval is transferable with the title to the underlying property so that an approved project may be conveyed or

assigned by the applicant to others without losing the approval. The permit cannot be transferred off the site on which the approval was granted.

15. When applicable, access on state highways shall be reviewed and approved by the State Highway Permits Officer. This does not imply that project access locations can be changed without Planning Commission approval.
16. Vesting of all permits and approvals terminates upon the expiration of the approval as defined in the Land Management Code, or upon termination of the permit.
17. No signs, permanent or temporary, may be constructed on a site or building without a sign permit, approved by the Planning and Building Departments. All multi-tenant buildings require an approved Master Sign Plan prior to submitting individual sign permits.
18. All exterior lights must be in conformance with the applicable Lighting section of the Land Management Code. Prior to purchase and installation, it is recommended that exterior lights be reviewed by the Planning Department.

April 2007

**Ordinance 10-24**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Findings of Fact

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

Conclusions of Law

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

Conditions of Approval

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

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

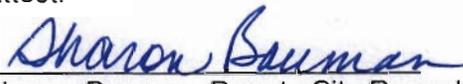
SECTION 6. EFFECTIVE DATE. This Ordinance shall take effect upon publication of this Ordinance, recordation of the Annexation Plat and Annexation Agreement, and compliance with state annexation filing requirements, pursuant to the Utah Code Annotated Section 10-2-425.

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

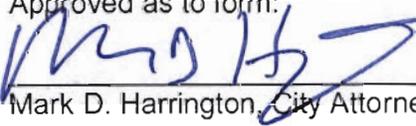
PARK CITY MUNICIPAL CORPORATION

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

Attest:

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

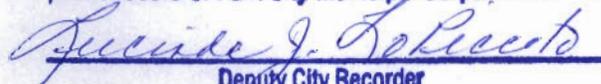
Approved as to form:

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



**Exhibits**

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

On this 2<sup>nd</sup> day of July, 2010, I certify  
that the foregoing document is a true copy of the original  
public record of Park City Municipal Corporation. *Ad 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: Daniel Glen  
Its: Manager

Dated this 2 day of July, 2010

- Exhibits  
A. Annexation Plat  
B. Legal Description  
C. Water Agreement  
D. Concept Site Plan



**EXHIBIT B**

**LEGAL DESCRIPTION**

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

**EXHIBIT C TO ANNEXATION AGREEMENT  
WATER AGREEMENT**

This WATER AGREEMENT (the "Agreement") is made and entered into as of the 2nd day of July, 2010, by and between PARK CITY MUNICIPAL CORPORATION, a political subdivision of the State of Utah (the "City"); Boyer Park City Junction L.C. ("Boyer"), (individually, a "Party" and, collectively, the "Parties"). The City is also a "Co-Tenant" with Boyer for the purposes of developing the Project, as described herein, and will be referred to as "Co-Tenant" as needed.

**RECITALS**

A. Boyer Park City Junction L.C. and City, Co-Tenants, each own certain real property located in Summit County, State of Utah, as more particularly described and shown in attached Exhibit "A" (the "Property"); and

B. Co-Tenants intend to improve the Property in phases, as described below, for residential development (the "Project"), which is within the Park City Heights subdivision ("PCH"); and

C. The Parties have entered into an Annexation Agreement, dated July 2, 2010, (the "Annexation Agreement"), under which the City annexed the Property into the corporate limits of the City and agreed to extend municipal services to the Property and the Project; and

D. Under the Annexation Agreement, the Parties agree to enter into this separate Water Agreement for the purpose of implementing Sections 9 of the Annexation Agreement relating to, among other matters, the design and construction of and payment for the "Water Delivery System," as defined in this Water Agreement and as may be further defined in any future written agreement addressing that defined term;

NOW, WHEREFORE, in consideration of the terms and conditions of this Agreement, as well as the mutual benefits to be derived from those terms and conditions, the Parties agree as follows:

**AGREEMENT**

1. Water Delivery System and Project Peak Daily Demand. The Parties agree to cooperate in the construction of a Water Delivery System, as defined in this Water Agreement, which will be adequate to meet the water demand of the Project, as phased, while also providing additional capacity to the City for the delivery of water to customers outside of the Property. The City shall and subject to the terms of the Water Agreement and the Annexation Agreement hereby agrees to provide culinary water and irrigation water sufficient to meet the projected peak daily water demand for the use and development of the Project as phased, subject to the terms and restrictions contained in, or as may be adopted as part of, the Water Code, Title 13 of the Municipal Code of Park City, including emergency and drought restrictions. The Water Delivery System shall also be

capable of delivering water at flows and pressures meeting the requirements of R309-105-9 of the Utah Department of Environmental Quality Rules for Public Drinking Water Systems, as amended. The Parties understand, acknowledge and agree that the peak daily water demand for the Project shall not exceed 350 gallons per minute and that allowable residential density for Market Units and Affordable Unit Equivalents (AUEs) is set forth in the Annexation Agreement. Phase I shall not exceed ninety (90) Unit Equivalents as described below. Except as otherwise specified in this Water Agreement or the Annexation Agreement, or any future written agreement, the City shall have no further obligation to provide any water, water rights, source capacity and/or infrastructure to the Project or the Property.

2. Initial Certificates of Occupancy.

- a. Initial Building Permits. Co-Tenants agree that the Project may be developed in phases. The Parties understand and agree that City is in the process of designing and constructing a water treatment plant. If the first phase of development ("Phase I") is prior to the plant becoming operational, Co-Tenants agree that Phase I of the Project shall be limited to a maximum of one-hundred eighty-thousand (180,000) square feet of residential development and that Phase I shall not exceed the lesser of ninety (90) Unit Equivalents, or ninety-thousand (90,000) gallons per day of demand. The Phase I service area shall be limited to locations and elevations serviceable off of the Boot Hill Pressure Zone. Co-Tenants shall provide a hydraulic model which will delineate the development boundaries of the Project.
  - b. Subsequent Phases. Co-Tenants understand and agree that City is unable to meet the water demand beyond Phase I of the Project without the Quinn's Junction Water Treatment Plant (Quinn's WTP) being operational and capable of increasing City's water source capacity by a minimum of one-thousand five-hundred gallons per minute (1,500 gpm). Co-Tenants further understand and agree that City anticipates the Quinn's WTP will be operational and capable of increasing City's water source capacity by a minimum of one-thousand five-hundred gallons per minute (1,500 gpm) on or about October 14, 2011. Accordingly, Co-Tenants understand and agree that City will not issue a temporary or permanent certificate of occupancy to any development beyond Phase I of the Project prior to the date on which the Quinn's WTP is operational and capable of increasing City's water source capacity by a minimum of one-thousand five-hundred gallons per minute (1,500 gpm).
  - c. Upon the Quinn's WTP being operational and capable of increasing City's water source capacity by a minimum of one-thousand five-hundred gallons per minute (1,500 gpm), the limitation in paragraphs 2(a) and 2(b) shall not apply.
3. Water Delivery System Infrastructure. Co-Tenants shall provide as-built drawings of the infrastructure identified below and GPS coordinates for all water surface features. The City Water Department shall have access to the construction sites at all times.

- a. Phase I Infrastructure. Concurrent with the construction of Phase I, the City shall design and construct a water transmission line that will run parallel to water lines included in the Rail Trail Water Lines Project from the Quinn's WTP to a point that is approximately 2,600 feet in a southwesterly direction from the intersection of the Rail Trail and Richardson Flat Road. This point is near the existing dirt road south of the Rail Trail and Silver Creek. This segment of the transmission line will be constructed as a part of the Rail Trail Water Lines Project during the summer and fall of 2010. This segment of the transmission line will also include a connection to the Fairway Hills Pressure Zone with a backup connection to the Boot Hill Pressure Zone, including all valves, vaults, and appurtenances. Phase I service area shall be limited as defined in Paragraph 2(a) of this Agreement. Co-Tenants shall design and construct an extension from the transmission line to the upper end of the Phase I distribution system. The transmission line will be designed with adequate pressure and flow capacity such that it can be extended as a part of Phase II to the Culinary Water Tank (as defined in Paragraph 3(b) of this Agreement) and the existing Snow Park Pressure Zone. Phase I shall also include water distribution lines to Phase I together with all required valves and other appurtenances.
- b. Culinary Water Tank. Concurrent with the construction of Phase II, Co-Tenants shall design and construct a Culinary Water Tank, together with all required transmission lines, valves, valve vaults, access roads, and other appurtenances, within the Property, subject to City's approval. The purpose of the Culinary Water Tank is to provide fire suppression and operational storage for the Project. Co-Tenants agree to upsize the Culinary Water Tank at the request of the City. The City agrees to pay all costs associated with the upsizing as provided in Paragraph 4(b) below.
- c. Culinary Water Pump Station (Park City Heights Pump Station). Concurrent with the construction of Phase II, Co-Tenants shall design and construct a Culinary Water Pump Station complete within the Quinn's WTP, together with all required pumps, mechanical piping, valves, valve vaults, SCADA, VFD's, soft starts, and other appurtenances, relating to the Park City Heights Pump Station. The Quinn's WTP has been designed to provide the space for the future addition of this pump station. The purpose of the Park City Heights Pump Station is to deliver water to the Culinary Water Tank and the Snow Park Zone. The Park City Heights Pump Station shall be upsized as provided in Paragraph 4(c) of this Agreement.
- d. Culinary Water Distribution Line. Concurrent with the construction of Phase II, Co-Tenants shall design and construct a Culinary Water Distribution Line, together with all required, valves, and other appurtenances, for the purpose of conveying culinary water from the Culinary Water Tank to the entire Project. At this time, the connection to the Boot Hill and Fairway Hills Pressure zones shall be terminated and abandoned. The design and construction of the water distribution line shall be subject to City's approval. The Culinary Water Distribution Line shall be upsized as provided in Paragraph 4(d) of this Agreement.

- e. Culinary Water Transmission Line. Concurrent with the construction of Phase II, Co-Tenants shall design and construct a culinary water transmission line extension from Phase I, together with all required pumps, valves, and other appurtenances, for the purpose of conveying treated water from the Quinn's WTP to the Culinary Water Tank. The Culinary Water Transmission Line shall be upsized as provided in Paragraph 4(e) of this Agreement.
  - f. Snow Park – Oaks Water Transmission Line. Concurrent with the construction of Phase II, Co-Tenants shall design and construct the Snow Park – Oaks Water Transmission Line, together with all required pumps, valves, and other appurtenances, for the purpose of conveying water from the Snow Park pressure zone to the Water Delivery System. The design and construction of the water transmission line shall be subject to City's approval. The Snow Park - Oaks Water Transmission Line shall be upsized as provided in Paragraph 4(f) of this Agreement.
4. Cost of Water Delivery System. The Parties agree that, pursuant to the terms of the Annexation Agreement and this Water Agreement:
- a. Phase I Infrastructure. Co-Tenants shall reimburse the City for the full cost of the design and construction of the water transmission line that will run parallel to water lines included in the Rail Trail Water Lines Project from the Quinn's WTP to the existing dirt road south of the Rail Trail and Silver Creek within thirty days of approval by the City Engineer. Co-Tenants shall pay all costs associated with the design and construction of the transmission extension from the transmission line to the upper end of the Phase I Culinary Water Distribution Line, as described in Paragraph 3(a) of this Agreement, and all related pumps, valves, and other appurtenances.
  - b. Culinary Water Tank. Co-Tenants shall pay all costs associated with the design and construction of the Culinary Water Tank and all related pumps, valves, pipes, security, access roads, re-vegetation, slope stability, and electrical service extensions. If City elects to upsize the Culinary Water Tank, City shall pay the Co-Tenants its ratable share of the costs of the Culinary Water Tank within thirty (30) days of approval by the City Engineer, following request for inspection pursuant to the Subdivision Ordinance and associated public improvement guarantee. The City's ratable share shall be determined during the design process based on gallons of storage required for the City divided by the sum of the gallons of storage required for the Project plus the gallons of storage required for the City. By way of example, if the City upsizes the tank by 500,000 gallons and the Co-Tenants require 450,000 gallons for the Project, the City's ratable share would be 52.6%.
  - c. Culinary Water Pump Station (Park City Heights Pump Station). Co-Tenants shall reimburse City for its ratable share of the costs of the design and construction of the Park City Heights Pump Station within thirty days of approval by the City Engineer. Co-Tenants' ratable share shall be determined during the design process

based on horsepower (HP) required for the Project divided by the total horsepower required with the City's upsize. By way of example, if Co-Tenants require 40 HP for the Project and the City's upsized pump station requires 100 HP, Co-Tenants' ratable share would be 40%.

- d. Culinary Water Distribution Line. Co-Tenants shall pay all costs associated with the design and construction of the Culinary Water Distribution Line and all related pumps, valves, and other appurtenances. Within thirty (30) days of the completion of the Culinary Water Distribution Line, the Parties shall determine the incremental costs incurred by Co-Tenants over and above the cost of having designed and constructed the required Project size determined during design (minimum of eight (8) inch) culinary transmission line. The incremental cost increase of the actual Culinary Water Distribution Line, which the Parties understand and agree may be larger than the required Project size (minimum of eight (8) inches), shall represent City's ratable share of the cost of design and construction of the Culinary Water Distribution Line. City shall reimburse Co-Tenants their ratable share of the costs of the Culinary Water Distribution Line within thirty (30) days of City accepting the Culinary Water Distribution Line by ordinance.
- e. Culinary Water Transmission Line. Co-Tenants shall pay all costs associated with the design and construction of the Culinary Water Transmission Line and all related pumps, valves, and other appurtenances. Within thirty (30) days of the completion of Culinary Water Transmission Line, the Co-Tenants and City shall determine the incremental costs incurred by Co-Tenants over and above the cost of having designed and constructed the required culinary water transmission line size as determined during design (minimum of eight (8) inch). The incremental cost of the actual Culinary Water Transmission Line, which the Parties understand and agree may be larger than the required Project size (minimum of eight (8) inches), shall represent City's ratable share of the cost of design and construction of the Culinary Water Transmission Line. City shall reimburse Co-Tenants their ratable share of the costs of the Culinary Water Transmission Line within thirty (30) days of approval by the City Engineer, following request for inspection pursuant to the Subdivision Ordinance and associated public improvement guarantee. No costs in excess of the estimated cost of construction used for the public improvement guarantee shall be part of the City reimbursement unless approved in advance and in writing by the City.
- f. Snow Park – Oaks Water Transmission Line. Co-Tenants shall pay all costs associated with the design and construction of the Snow Park – Oaks Water Transmission Line and all related pumps, valves, and other appurtenances. Within thirty (30) days of the completion of Snow Park - Oaks Water Transmission Line, the Parties shall determine the incremental costs incurred by Co-Tenants over and above the cost of having designed and constructed the required transmission line size as determined during design (minimum of eight (8) inch). The incremental cost increase of the actual Snow Park –Oaks Water Transmission Line, which the Parties understand and agree may be larger than the required Project size (minimum

of eight (8) inches), shall represent City's ratable share of the cost of design and construction of that line. City shall pay Co-Tenants their ratable share of the costs of the Snow Park – Oaks Water Transmission Line within thirty (30) days of approval by the City Engineer, following request for inspection pursuant to the Subdivision Ordinance and associated public improvement guarantee. No costs in excess of the estimated cost of design and construction used for the public improvement guarantee shall be reimbursed unless approved in advance and in writing by the City.

- g. Incremental costs as defined by this section shall include the incremental cost of design and construction associated with inches of increased trench width from upsizing the tanks, pumps, or pipe diameter, including any incremental additional backfill, excavation, haul off, and import of suitable backfill, and the incremental material costs..
5. Specifications of Water Delivery System. Subject to the terms and conditions of the Annexation Agreement and this Water Agreement or as otherwise agreed in writing, Co-Tenants shall submit all required plans and specifications to City for approval and, thereafter, shall construct and install such approved Water Delivery System within the Project subject to the terms of this Water Agreement.
  6. Conveyance of Easements. Co-Tenants shall convey such easements to City as needed, concurrent with recordation of the final subdivision plat for Phase I, for the location of infrastructure as defined in the Annexation Agreement and this Water Agreement. Co-Tenants agree that all easements conveyed for these purposes shall be in accordance with the limitations and conditions of the City-approved utility plan.
  7. Conveyance of Property. Co-Tenants shall convey its interest in property in fee to City within the PCH annexation boundary, as needed and as approved by the City, for the location of the Culinary Water Tank, provided that such conveyance and location does not diminish (i) the densities described in the Annexation Agreement, or (ii) the ability to secure Master Planned Development approvals and permits related to such densities. Co-Tenants agree that all property conveyed for these purposes shall be free from financial liens and other encumbrances.
  8. Miscellaneous. The Parties further agree as follows:
    - a. Binding Terms; Entire Agreement. The terms, covenants and conditions herein contained shall be binding upon and inure to the benefit of the successors, transferees and assigns of the Parties. This Agreement and the exhibits attached hereto constitute the entire agreement among all the Parties hereto with respect to the subject matter hereof, incorporates all prior agreements, and may only be modified by a subsequent writing duly executed by the Parties.
    - b. No Public Dedication. Nothing contained in this Agreement shall, or shall be deemed to, constitute a gift or dedication of any part of the PCH Property to the

general public or for the benefit of the general public or for any public purpose whatsoever, it being the intention of the Parties that this Agreement will be strictly limited to and for the purposes expressed herein.

- c. **Waivers.** No waiver of any of the provisions of this Agreement shall constitute a waiver of any other provision, whether or not similar, nor shall any waiver be a continuing waiver. Except as expressly provided in this Agreement, no waiver shall be binding unless executed in writing by the Party making the waiver. Any Party may waive any provision of this Agreement intended for its benefit; provided, however, that any such waiver shall in no way excuse any other Party from the performance of any of its other obligations under this Agreement.
- d. **Interpretation; Recitals.** This Agreement shall be interpreted and construed only by the contents hereof and there shall be no presumption or standard of construction in favor of or against any Party. The recitals stated above and the exhibits attached to this Agreement shall be and hereby are incorporated in and an integral part of this Agreement by this reference.
- e. **Governing Law; Captions.** This Agreement shall be construed and enforced in accordance with, and governed by, the law of the State of Utah. The captions in this Agreement are for convenience only and do not constitute a part of the provisions hereof.
- f. **Applicability.** If any term or provision of this Agreement or the application of it to any person, entity or circumstance shall to any extent be invalid and unenforceable, the remainder of this Agreement or the application of such term or provision to persons or circumstances other than those as to which it is invalid or unenforceable shall not be affected thereby, and each term and provision of this Agreement shall be valid and shall be enforced to the extent permitted by law.
- g. **Authority; Further Assurances.** Each Party hereto represents and warrants that it has the requisite corporate power and authority to enter into and perform this Agreement and that, to their respective, current, actual knowledge, the same will not contravene or result in the violation of any agreement, law, rule, or regulation to which any such Party may be subject. Each Party to this Agreement shall use reasonable efforts and exercise reasonable diligence to accomplish and effect the transactions contemplated and, to that end, shall execute and deliver all such further instruments and documents as may be reasonably requested by the other Party in order to fully carry out the transactions contemplated by this Agreement.
- h. **No Third Party Beneficiaries.** Nothing in this Agreement is intended to or shall create an enforceable right, claim or cause of action by any third person, entity or party against any Party to this Agreement.
- i. **Counterparts; No Recording.** This Agreement may be executed by facsimile and in one or more counterparts, each of which shall be deemed an original, but all of

which together shall constitute one and the same instrument. This Agreement may not be recorded in the official real estate records of Summit County, Utah, or elsewhere, without the express, written consent of the Parties.

- j. Force Majeure. If any Party is delayed or prevented from performance of any act required hereunder by reason of a "force majeure" event, and such Party is otherwise without fault, then performance of such act shall be excused for the period of the delay. For purposes of this Agreement, "force majeure" shall mean any delay caused by acts of nature or the elements, acts of terrorism, weather, avalanche, fire, earthquake, flood, explosion, war, invasion, insurrection, riot, malicious mischief, vandalism, including without limitation, except with respect to the City, governmental or regulatory action or inaction, beyond the control of the Party claiming "force majeure" or any other person or entity delayed.
- k. Notices. Unless otherwise designated in writing, all notices, demands and other communications under this Agreement shall be in writing and mailed by first class registered or certified mail, postage prepaid, sent by receipted hand delivery, sent by nationally-recognized, overnight courier, sent by confirmed facsimile and, in any case, shall be addressed as set forth in the Annexation Agreement for each such Party (or their legal counsel).
- l. Relationship of Parties; Limitation of Liability. Nothing herein contained shall be deemed or construed as creating a relationship of principal and agent, partnership or joint venture among the Parties, or any of them, it being agreed that neither any provision contained herein, nor any acts of the Parties hereto, shall be deemed to create any relationship between the Parties except as otherwise specified in this Agreement.
- m. Remedies Cumulative; No Waiver; Injunctive Relief. The various rights and remedies herein contained and reserved to each of the Parties shall not be considered as exclusive of any other right or remedy of such Party, but shall be construed as cumulative and shall be in addition to every other remedy now or hereafter existing at law, in equity, or by statute. No delay or omission of the right to exercise any power by any Party shall impair any such right or power, or be construed as a waiver of default or as acquiescence therein. Further, the Parties agree and acknowledge that a non-defaulting Party may not have an adequate remedy at law by reason of any breach of default of the terms or conditions of this Agreement and, as such, the non-defaulting Party shall be entitled to injunctive or similar relief from any breach or anticipated or threatened breach of this Agreement by the defaulting Party, in addition to and without waiver of any other remedies available at law or in equity.

DATED as of the \_\_\_ day of \_\_\_\_\_, 2010.

*[Signatures on following page]*

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

By: *Dana Williams*  
Dana Williams, Mayor

Dated this 2 day of July, 2010.

ATTEST:

*Sharon Bauman*  
Sharon Bauman, Deputy City Recorder



Dated this 2 day of July, 2010

APPROVED AS TO FORM:

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

Dated this 2 day of July, 2010.

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

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

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2010

Exhibit A- Annexation plat

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

By: \_\_\_\_\_  
Dana Williams, Mayor

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2010.

ATTEST:

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

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2010

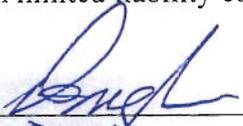
APPROVED AS TO FORM:

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

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2010.

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

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

By:   
Name: Dan G  
Its: Mawaga

Dated this 2 day of July, 2010

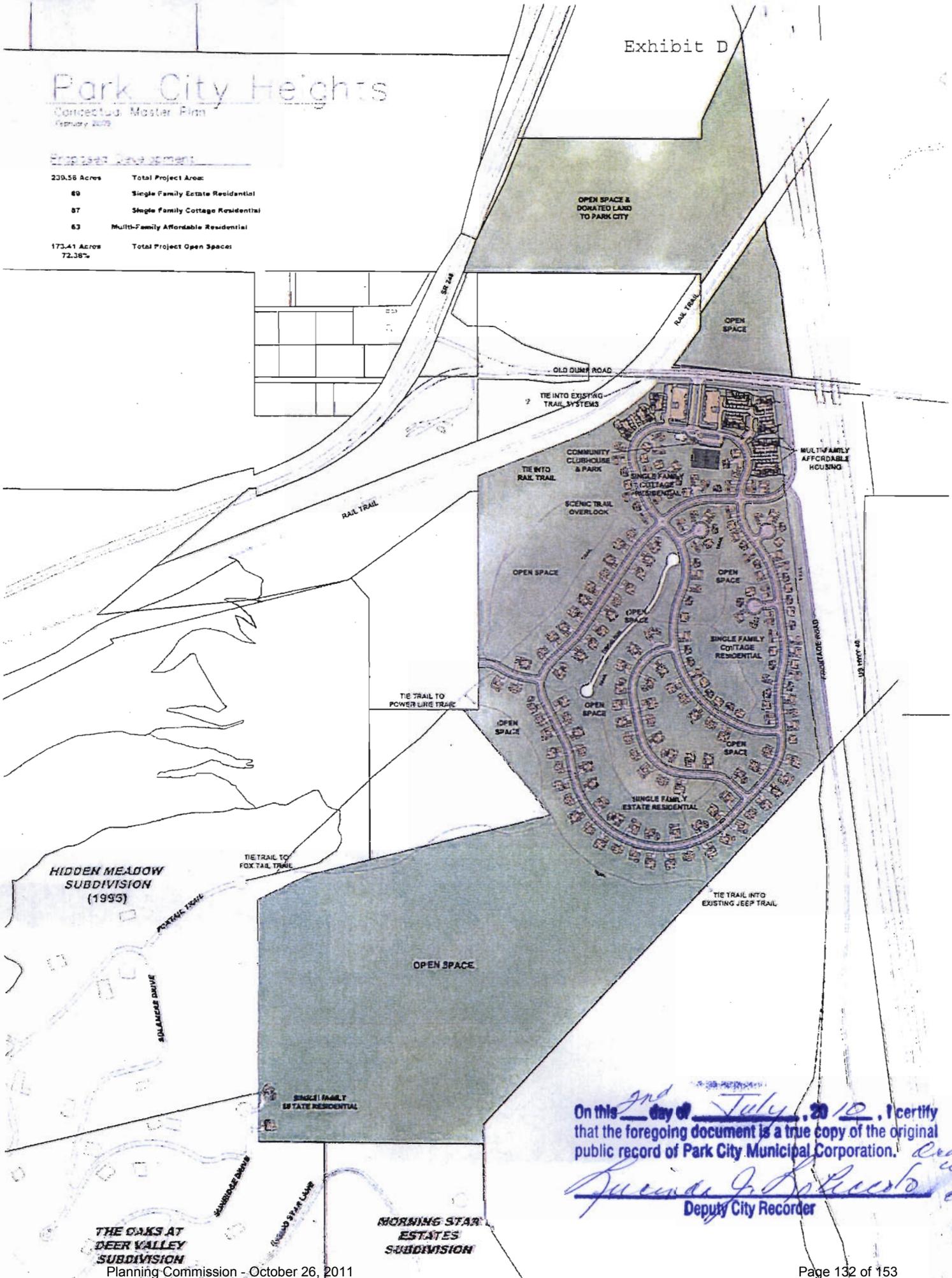
Exhibit A- Annexation plat

# Park City Heights

Conceptual Master Plan  
February 2009

## Proposed Developments

239.58 Acres	Total Project Area:
69	Single Family Estate Residential
87	Single Family Cottage Residential
63	Multi-Family Affordable Residential
173.41 Acres	Total Project Open Space:
72.38%	



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

*Quinn J. Spencer*  
Deputy City Recorder

*Ord. 10-24 with all exhibits*





October 10, 2011

Kirsten Whetstone  
Park City Planning Dept  
445 Marsic Avenue  
Park City, UT 84060

RE: Park City Heights

Dear Kirsten:

After conducting our due diligence we now know that there are no known mine hazards on the property known as Park City Heights.

Thank you,

A handwritten signature in blue ink, appearing to read 'Patrick Moffat', is written over the typed name.

Patrick Moffat



# Planning Commission Staff Report



**Subject:** Park City Heights Phase 1  
Subdivision plat  
**Author:** Kirsten Whetstone, MS, AICP  
**Date:** October 26, 2011  
**Type of Item:** Final Subdivision plat  
**Project #:** PL-11-01355

## **Summary Recommendations**

Staff recommends the Planning Commission conduct a public hearing for the Park City Heights Phase 1 Subdivision plat, consider input, and consider forwarding a positive recommendation to City Council pursuant to the findings of fact, conclusions of law and conditions of approval stated in the draft ordinance.

## **Topic**

**Applicant:** Boyer Park City Junction, LC  
**Location:** Richardson Flat Road, east of SR 248 and west of US 40  
**Zoning:** Community Transition (CT)  
**Adjacent Land Uses:** Open Space, Rail Trail, US 40, Quinn's Water Treatment Plant, and vacant land

## **Proposal**

This is a request for approval of a final subdivision plat for the first phase of the Park City Heights Master Planned Development (MPD). This phase consists of 28 townhouse units to be constructed for IHC as fulfillment of the required affordable housing for the Park City Medical Center. The first phase final subdivision plat also includes four (4) cottage home lots, a City Park parcel, HOA clubhouse parcel, open space parcels, support commercial parcels, dedication of first phase streets, utility easements, trail easements, and a parcel for a future multi-unit affordable housing building. The lots, parcels, and street layout are consistent with the May 11, 2011, Park City Heights MPD. Conditions of approval of the MPD and the Park City Heights Annexation Agreement continue to apply to this phase.

## **Background**

On September 13, 2011, the City Planning Department received a complete application for the first phase subdivision plat for the Park City Heights MPD. The property was annexed into Park City with the Park City Heights Annexation on May 27, 2010, and was zoned Community Transition (CT). On May 11, 2011, the Park City Planning Commission approved the Park City Heights MPD for a mixed residential development consisting of 160 market rate units and 79 affordable units for a total of 239 units on 239

acres. On June 22, 2011, the Planning Commission reviewed and approved a preliminary subdivision plat for the Park City Heights MPD.

Park City Municipal Corporation and Boyer Park City Junction are joint owners of the property. The property was not purchased with open space revenues and is not further restricted, except as provided in the Annexation Agreement and the Park City Heights MPD conditions of approval. The Development Agreement for the Park City Heights MPD, scheduled for ratification by the Planning Commission at this meeting (October 26, 2011), further spells out terms, requirements, and restrictions of the Development.

### **Analysis**

The proposed subdivision plat creates 28 townhome lots of record for 28 Park Homes (attached units) constructed with zero side setbacks (Lots T1-T28) and 4 Cottage home lots (Lots 101-104), consistent with the Park City Heights MPD and Design Guidelines. Setbacks for Cottage homes are identified on the plat as 15' front (10' for porches/ground level bay windows), 20' rear, and 5' side, with 10' for corner sides. The Park Homes will be platted as condominiums to allow the common walls, if necessary to meet building and fire codes.

The townhome lots range in area from 1,898 sf to 4,779 sf for Lot T16, a corner lot with 3 front yard setbacks. The cottage lots range in area from 4,431 sf to 6,051 sf. These lots are consistent with the Lot and Site Requirements of the Community Transition (CT) zone as conditioned by the Park City Heights MPD. No non-conforming conditions are created by the subdivision.

The plat also creates Parcels A- I, for future residential lots (Parcels A and D); open space, access and utility parcels (B, C and E); an HOA club house (parcel F); a public City Park (parcel G); and future support commercial uses (parcels H and I).

Access to the development is from Richardson Flat Road, a public road, with access to individual lots and parcels from local streets within the subdivision. Transportation improvements to the intersection of Richardson Flat Road and SH 248 are required as spelled out in the Park City Heights Annexation Agreement and MPD conditions of approval.

All streets and drives within the subdivision plat are public streets, with final dedication to the City required upon completion and acceptance of the improvements. The City will commence maintenance and snow removal once 50% of the units for this phase are complete with certificates of occupancy.

An existing 50' wide power line easement for PacifiCorp traverses parcels G and D. An additional 10' is being dedicated with this plat for a total width of 60' as requested by PacifiCorp to meet future anticipated utility easement needs.

Land Management Code review

The zoning for the subdivision is Community Transition (CT). The subdivision plat is subject to the following LMC criteria and Park City Heights MPD conditions:

<b>ROS Zone</b>	<b>Permitted</b>	<b>Proposed</b>
Height	28' (+5' for pitched roof)	28' (+5' for pitched roof). <b>Complies</b>
Unit Equivalents	28 deed restricted units, 4 market rate or deed restricted units= 32 units this phase.	28 townhouse deed restricted units plus 4 cottage units = 32 units. <b>Complies</b>
Lot Size	No minimum lot size	Lots range in area from 1,898 sf to 4,779 sf for the townhome lots and 4,431 sf to 6,051 sf for the cottage lots. <b>Complies</b>
Front setback	25' perimeter of MPD and per MPD site plan for internal lot lines.	Park homes- 10' Cottage homes- 15' (10' to porches/bay windows) <b>Complies</b>
Rear setback	Per MPD	Park homes- 15' Cottage homes- 20' <b>Complies</b>
Side setbacks	Per MPD	Park homes- 0' between units within structure, 5' to side open space, 10' for street side yards, with a min of 12' total between structures containing multiple townhouses.  Cottage homes- 5' side yards and 10' street side yards. <b>Complies</b>
Parking	2 spaces per dwelling unit	2 spaces per dwelling unit <b>Complies</b>

General Subdivision Requirements

**(A) Subdivision Name-** The proposed subdivision name does not duplicate or closely approximate the name of another Subdivision in the area. The streets have unique names.

**(B) Monuments-** All survey monumentation as required by the LMC has been completed.

- (C) Limits of Disturbance-** A landscape and limits of disturbance plan for construction of the streets and utilities was submitted with the plat to identify the limits of disturbance for construction of streets and utilities, with conditions related to re-vegetation of disturbed areas per the Park City Heights MPD for this phase.
- (D) Ridgeline Development-** Not applicable as there are no ridgelines within the development portion of this phase of the Park City Heights MPD.
- (E) Open Space-** Open space parcels are designated consistent with conditions of the Park City Heights MPD.
- (F) Roads and Utility Lines-** All roads are designated as public streets. Easements are provided for public utilities. A utility plan was submitted with this plat application. Final approval of the utility plan is subject to approval of this plat and per final review by the City Engineer and other utility providers. Off-site utility improvements may require additional off-site easements that will need to be dedicated prior to commencing any construction on said utilities. All utilities will be designed to minimize disturbance of existing vegetation. Re-vegetation and/or remediation of disturbed areas are conditions of final utility installation acceptance.
- (G) Drainage Ways-** Existing drainage areas and ways will be incorporated into the storm water management system and open space parcels to the greatest extent possible, per the Park City Heights storm water management plan. Final design of the storm water management system is subject to approval by the City Engineer.
- (H) Soils Conditions-** As required by the Park City Heights MPD, and due to the potential for areas of expansive soils within this subdivision, a soils conditions report shall be submitted prior to issuance of any building permits for structures, utilities, and roads, and shall be reviewed by the City Engineer and Building Official prior to issuance of an excavation permit for any construction.
- (I) Trails and Sidewalks-** Trails and sidewalks are consistent with the Park City Heights MPD. Sidewalks are proposed within public right of way areas. Trails are proposed within 10' wide trail easements across parcels. Because Parcel G is to be dedicated to the City, trails need not be within easements across Parcel G. Trails proposed outside of this proposed plat that are within City owned property can be constructed without easements. Off-site trails crossing other property shall be placed in easements prior to construction. The exact location of trails within Parcel G will be provided with the City Park design plans.
- (J) Limits of Disturbance/Building Pad locations-** No building pads are proposed to be platted with this phase of the MPD. The location of houses for this phase is stipulated by adherence to minimum building setbacks, as identified on the plat. A limits of disturbance plan was submitted with the landscape plan for this phase of development. The limits of disturbance plan identifies areas proposed to be disturbed and re-vegetated due to construction of roads, sidewalks, and utilities. The plan does not indicate the area to be disturbed for construction of the houses due to the size of the lots. The plan also does not indicate the area to be disturbed during construction of the City Park. This area will be determined upon completion of the design plan and layout for the park.

- (K) Top Soil Preservation and Final Grading-** Staff recommends a condition of approval that all applicable requirements of the LMC regarding top soil preservation and final grading be completed prior to issuance of a certificate of occupancy. No portion of this phase is within the Park City Soils Ordinance boundary, however, areas of disturbance due to off-site utility improvements that do fall within the Park City Soils Ordinance boundary are required to adhere to all requirements of the Ordinance.
- (L) Architectural Standards-** Architecture is reviewed for compliance with the Park City Heights Design Guidelines as approved during the MPD review.
- (M) Water Bodies and Water Courses-** There are no bodies of water that are incorporated into the lots so as to not burden the City with responsibility of the water body. The HOA is responsible for maintenance of open space and drainage areas that are not part of individual lots, including natural drainage areas. Retention areas that are part of the storm water management plan may have standing water at times. Maintenance of these areas is the responsibility of the HOA.
- (N) Fire Sprinkling-** There is a plat note requiring all construction to comply with the International Building Code requirements for fire sprinklers.

#### General Lot Design Requirements

Staff has reviewed the proposed plat for compliance with the General Lot Design Requirements per LMC 15-7.3-3 as follows:

- (A) Lot Arrangement-** there are no foreseeable difficulties, for reasons of topography or other conditions, in securing building permits to build on these lots in compliance with the IBC, the LMC, and in providing reasonable Driveway access.
- (B) Building Sites-** the proposed building sites are designed to minimize disturbance of existing vegetation and there has been consideration of minimum separation between structures of 12'.
- (C) Square footage-** maximum building size and floor area was not identified during the MPD for the lots in this phase of development due to the small size of the lots.
- (D) Lot Dimensions-** proposed lot dimensions take into consideration additional width for corner lots, depth and width of lots for non-residential purposes, and areas for parking.
- (E) Double Frontage Lots and access to Lots-** Lots fronting on two streets is generally to be avoided, however in designing the MPD site plan, the concept of rear access garages from local drives, with front door access from the local or collector streets was approved. The MPD does not allow some lots of this subdivision to have garages in the front and others in the rear. As a result, there is a continuity of urban design and character. All lots in this plat have garage access in the rear, from local drives not from the local streets.
- (F) Lot Drainage-** Lots are laid out to provide positive drainage away from all Buildings. Individual lot drainage plans will be required with each building permit.
- (G) Landscaping-** Prior to issuance of a building permit for each lot a landscape plan is required to be submitted and reviewed by the Staff for compliance with the LMC and conditions of the MPD.

**(H) Limits of Disturbance/Vegetation protection-** Prior to issuance of a building permit for each lot a limits of disturbance and vegetation protection plan is required to be submitted and reviewed by the Staff for compliance with the LMC and conditions of the MPD.

**(I) Re-vegetation, seed, and sod-** All disturbed areas will be re-vegetated, seeded, and/or sodded prior to issuance of a certificate of occupancy per the LMC and a financial guarantee for the completion of this re-vegetation is required to be paid or posted prior to issuance of the permit.

**(J) Debris and Waste-** Debris and waste are required to be removed per the LMC prior to issuance of a certificate of occupancy. This is a condition of building permitting. The Park City Heights MPD requires consolidation and recycling of construction waste and debris to be identified on the Construction Mitigation Plan prior to issuance of a building permit.

**(K) Fencing-** Fencing of hazardous conditions may be required by the Chief Building Official. Fences will be constructed according to standards of the LMC and conditions of approval of the Park City Heights MPD.

#### Road Requirements and Design

Staff has reviewed the proposed plat for compliance with the Road Requirements and Design per LMC 15-7.3-4 as follows:

**(A) Layout requirements-** Street layout for this phase complies with general layout requirements, including frontage on improved streets, relation to existing topography, block design, access to arterials and collectors, and dead-end roads.

**(B) Road Names-** Road names are identified and are sufficiently different in sound and spelling from other names in Summit County with final confirmation of street names to be provided by the local postmaster prior to plat recordation.

**(C) Road Regulatory Signs-** All required road and street signs will need to be approved by the City Engineer and Public Works prior to installation.

**(D) Street Lighting-** Installation of street lights is required of the Developer in accordance with the LMC and shall be approved by the City Engineer prior to installation.

**(E) Reserve or Protection strip-** No reserve or protection strips are proposed.

**(F) Road Design Standards-** The roads are in compliance with the street design and layout approved by the Planning Commission during approval of the Park City Heights MPD and consistent with the LMC.

**(G) Intersection Design Standards-** The streets are laid out in compliance with the intersection standards of the LMC.

**(H) Bridges-** No bridges are proposed.

**(I) Road Dedications and Reservations-** No new perimeter half-streets are proposed. No new frontage roads are proposed with this phase. No new dedication for widening existing roadways is required. There is sufficient right-of-way width for Richardson Flats Road to expand for future phases as necessary to mitigate traffic concerns. The Park City Heights Annexation Agreement and the MPD conditions of approval outline required transportation improvements and timing of said improvements.

Staff finds this subdivision complies with the Land Management Code regarding final subdivision plats, including CT zoning requirements, general subdivision requirements, and lot and street design standards and requirements. General subdivision requirements related to 1) drainage and storm water; 2) water facilities; 3) sidewalks and trails; 4) utilities such as gas, electric, power, telephone, cable, etc. ; 5) public uses, such as parks and playgrounds; and 6) preservation of natural amenities and features have been addressed through the Master Planned Development process as required by the Land Management Code. Sanitary sewer facilities are required to be installed in a manner prescribed by the Snyderville Basin Water Reclamation District (SBWRD). The applicants have met with the SBWRD officials to review the plat and utility plans for compliance with these requirements. Final approval of the sewer facilities and a signature on the plat from SBWRD is required prior to final plat recordation.

### **Good Cause**

There is good cause for this subdivision in that it creates legal lots and parcels of record from metes and bounds described parcels; memorializes and expands utility easements and provides for new utility easements for orderly provision of utilities; provides a parcel to be dedicated as a public park; provides for open space areas within and around the subdivision; dedicates trail easements and public streets; provides for future support commercial parcels; and provides for future development parcels for affordable housing and market rate units consistent with the approved the Park City Heights Annexation Agreement and Master Planned Development.

### **Department Review**

This application has been reviewed by the Development Review Committee, including other City Departments and utility and service providers. After an initial review the applicants submitted a revised plat and utility plans for a second review by the Committee. Comments received at the second review were incorporated into a further revised plat submitted to the City on October 17. All identified concerns have been addressed by revisions and notes on the plat and with conditions of approval as stated in the attached ordinance. Further review of the utility plans is required prior to final approval of the utility and drainage plans by the City Engineer.

### **Notice**

The property was posted and notice was mailed to property owners within 300 feet according to requirements of the Land Management Code. Legal notice was published in the Park Record according to requirements of the Code.

### **Public Input**

Staff has not received specific input from adjacent property owners regarding this plat application. Staff received an email from an adjacent property owner with questions regarding the MPD, phasing, and ownership.

### **Future Process**

Approval or denial of this subdivision application by the City Council constitutes Final

Action that may be appealed following the procedures found in LMC 1-18.

### **Alternatives**

- The Planning Commission may forward a positive recommendation to City Council to approve the Park City Heights Phase 1 subdivision plat as conditioned or amended, or
- The Planning Commission may forward a negative recommendation to City Council to deny the Park City Heights Phase 1 subdivision plat and direct staff to make Findings for this decision, or
- The Planning Commission may continue discussion on the Park City Heights Phase 1 subdivision plat to a date certain with specific direction to the applicant to return with any additional information necessary to make a final decision.

### **Significant Impacts**

There are no significant negative fiscal or environmental impacts that result from this application that have not been sufficiently mitigated with plat notes, conditions of approvals, and adherence to the approved MPD.

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

The property would remain as individual metes and bounds parcels. Separate lots of record would not be created for the approved Park City Heights MPD. Building permits could not be issued for the dwelling units.

### **Recommendation**

Staff recommends the Planning Commission conduct a public hearing for the Park City Heights Phase 1 Subdivision plat, consider input, and consider forwarding a positive recommendation to City Council pursuant to the findings of fact, conclusions of law and conditions of approval stated in the attached ordinance.

### **Exhibits**

Ordinance

Exhibit A- Proposed subdivision plat (2 pages)

Exhibit B- Landscape/limit of disturbance plan

Exhibit C- Sheets C-2 and C-3 of the utility plan

Exhibit D- Street cross sections

(note: MPD site plan is included with this PC packet with the Development Agreement report)

**Ordinance No. 11-**

**AN ORDINANCE APPROVING THE PARK CITY HEIGHTS PHASE 1 SUBDIVISION  
LOCATED AT RICHARDSON FLAT ROAD, PARK CITY, UTAH.**

WHEREAS, the owners of the property known as the Park City Heights Master Planned Development (MPD) located north of Richardson Flat Road, east of State Road 248 and west of US 40, have petitioned the City Council for approval of the Park City Heights Phase 1 subdivision; and

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

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

WHEREAS, the Planning Commission held a public hearing on October 26, 2011, to receive input on the subdivision; and

WHEREAS, the Planning Commission, on October 26, 2011, forwarded a recommendation to the City Council; and

WHEREAS, on November 17, 2009, the City Council held a public hearing on the Park City Heights Phase 1 subdivision; and

WHEREAS, it is in the best interest of Park City, Utah to approve the Park City Heights Phase 1 subdivision.

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

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

**Findings of Fact:**

1. The property is located on Richardson Flat Road east of SR 248 and west of US Highway 40.
2. The property was annexed into Park City with the Park City Heights Annexation on May 27, 2010, and was zoned Community Transition (CT).
3. On May 11, 2011, the Park City Planning Commission approved the Park City Heights MPD for a mixed residential development consisting of 160 market rate units and 79 affordable units on 239 acres.
4. On June 22, 2011, the Planning Commission reviewed and approved a preliminary subdivision plat as being consistent with the Park City Heights MPD. The proposed

plat is consistent with the preliminary subdivision plat.

5. Park City Municipal Corporation and Boyer Park City Junction are joint owners of the property. The property was not purchased with open space revenues,
6. The property is restricted by the Land Management Code, the Park City Heights Annexation Agreement, and the Park City Heights Master Planned Development conditions of approval and Development Agreement, and other applicable codes and regulations.
7. The lots are not within the Entry Corridor Protection Overlay zone (ECPO) and no portion of this plat is within the Park City Soils Ordinance boundary. .
8. The proposed subdivision plat creates lots of record for 28 townhouse units to be constructed for IHC as fulfillment of the required affordable housing for the Park City Medical Center. The subdivision plat also includes four (4) cottage home lots of record, a City Park parcel, HOA clubhouse parcel, open space parcels, support commercial parcels, dedication of first phase streets, utility easements, trail easements, and a parcel for a future multi-unit affordable housing building.
9. The townhome lots range in area from 1,898 sf to 4,779 sf for Lot T16, a corner lot with 3 front yard setbacks. The cottage lots range in area from 4,431 sf to 6,051 sf. These lots are consistent with the Lot and Site Requirements of the Community Transition (CT) zone as conditioned by the Park City Heights MPD.
10. No non-conforming conditions are created by the subdivision.
11. An existing 50' wide power line easement for PacifiCorp traverses parcels G and D. An additional 10' is being dedicated with this plat for a total width of 60' as requested by PacifiCorp to meet future anticipated utility easement needs.
12. The property is accessed from Richardson Flat Road, a public county road.
13. Access to all lots and parcels within the proposed subdivision is from local public drives and streets. No lots or parcels access directly to Richardson Flat Road. All streets and drives are public.
14. The subdivision complies with the Land Management Code regarding final subdivision plats, including CT zoning requirements, general subdivision requirements, and lot and street design standards and requirements.
15. General subdivision requirements related to 1) drainage and storm water; 2) water facilities; 3) sidewalks and trails; 4) utilities such as gas, electric, power, telephone, cable, etc.; 5) public uses, such as parks and playgrounds; and 6) preservation of natural amenities and features have been addressed through the Master Planned Development process as required by the Land Management Code.
16. Sanitary sewer facilities are required to be installed in a manner prescribed by the Snyderville Basin Water Reclamation District (SBWRD).
17. There is good cause for this subdivision plat in that it creates legal lots and parcels of record from metes and bounds described parcels; memorializes and expands utility easements and provides for new utility easements for orderly provision of utilities; provides a parcel to be dedicated as a public park; provides for open space areas within and around the subdivision; dedicates trail easements and public streets; provides for future support commercial parcels; and provides for future development parcels for affordable housing and market rate units consistent with the approved the Park City Heights Annexation Agreement and Master Planned Development.

18. The findings in the Analysis section are incorporated herein.

Conclusions of Law:

1. The subdivision complies with LMC 15-7.3 as conditioned.
2. The subdivision is consistent with the Park City Land Management Code and applicable State law regarding subdivision plats.
3. The subdivision is consistent with the Park City Heights Annexation and the Park City Heights MPD, as conditioned.
4. The subdivision is consistent with the Park City Heights preliminary plat approved by the Planning Commission on June 22, 2011.
5. Neither the public nor any person will be materially injured as a result of approval of the proposed subdivision plat, as conditioned herein.
6. Approval of the proposed subdivision plat, subject to the conditions stated herein, will not adversely affect the health, safety and welfare of the citizens of Park City.

Conditions of Approval:

1. City Attorney and City Engineer review and approval of the final form and content of the subdivision plat for compliance with State law, the Land Management Code, and the conditions of approval, is a condition precedent to recordation of the plat.
2. The applicant will record the subdivision plat at Summit County within one year from the date of City Council approval. If recordation has not occurred within one year's time, this approval for the plat amendment will be void, unless a complete application requesting an extension is made in writing prior to the expiration date and an extension is granted by the City Council.
3. Conditions of approval of the Park City Heights Annexation, as stated in the Annexation Agreement, continue to apply.
4. Conditions of approval of the Park City Heights MPD, as memorialized in the Development Agreement, continue to apply.
5. Final approval of the sewer facilities/utility plan by the Snyderville Basin Water Reclamation District is required prior to final plat recordation.
6. All streets and drives, but not driveways on individual lots and parcels, within the subdivision plat shall be dedicated as public streets. Final acceptance of these streets by the City shall occur upon completion and acceptance of the public improvements. The City will commence maintenance and snow removal from public streets once 50% of the units within this phase are complete and certificates of occupancy have been issued.
7. The City Park parcel shall be dedicated to the City upon recordation of the plat.
8. All construction, including streets, utilities, and structures shall comply with recommendations of the June 9, 2006 Geotechnical Study provided by Gordon, Spilker Huber Geotechnical Consultants, Inc. Additional soils studies and geotechnical reports may be required by the City Engineer and Chief Building Official prior to issuance of any building permits for structures, utilities, and roads. The report shall be reviewed by the City Engineer and Chief Building Official and any recommendations for utilization of special construction techniques to mitigate soils issues, such as expansive clays, shall be incorporated into conditions of the building

- permit and ROW Permit approval.
9. A landscape and irrigation plan shall be submitted for City review and approval for each lot, prior to building permit issuance. Landscaping and irrigation shall be consistent with the Park City Heights Design Guidelines and the MPD conditions of approval.
  10. All applicable requirements of the LMC regarding top soil preservation, final grading, and landscaping shall be completed prior to issuance of a certificate of occupancy.
  11. A storm water run-off and drainage plan shall be submitted with each phase of the project and with the building plans consistent with the MPD conditions of approval and shall be approved prior to building permit issuance.
  12. Prior to issuance of a building permit for any units within this plat, all building plans shall be reviewed for compliance with the Park City Heights Design Guidelines.
  13. Confirmation of street names shall be provided by the local postmaster and City Engineer prior to plat recordation.
  14. An industry standard Third Party inspector shall be mutually agreed upon by the Chief Building Official and the applicant prior to issuance of a building permit to provide third party inspection for compliance with LEED for Homes Silver rating, as stated in the Annexation Agreement, MPD conditions of approval and as noted on the plat.
  15. A construction mitigation plan (CMP) shall be submitted and approved by the City for compliance with the Municipal Code, LMC, and the MPD conditions of approval prior to building permit issuance.
  16. A construction recycling area and excavation materials storage area within the development shall be utilized for this phase as required by the MPD conditions of approval.
  17. A financial guarantee, in a form and amount acceptable to the City and in conformance with the LMC and MPD conditions of approvals, for the value of all public improvements shall be provided to the City prior to building permit issuance for new construction within each phase. All public improvements shall be completed according to City standards and accepted by the City Council prior to release of this guarantee.
  18. All standard project conditions shall apply.

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

PASSED AND ADOPTED this \_\_\_\_ day of \_\_\_\_\_, 2011.

PARK CITY MUNICIPAL CORPORATION

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

ATTEST:

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Jan Scott, City Recorder

APPROVED AS TO FORM:

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Mark Harrington, City Attorney

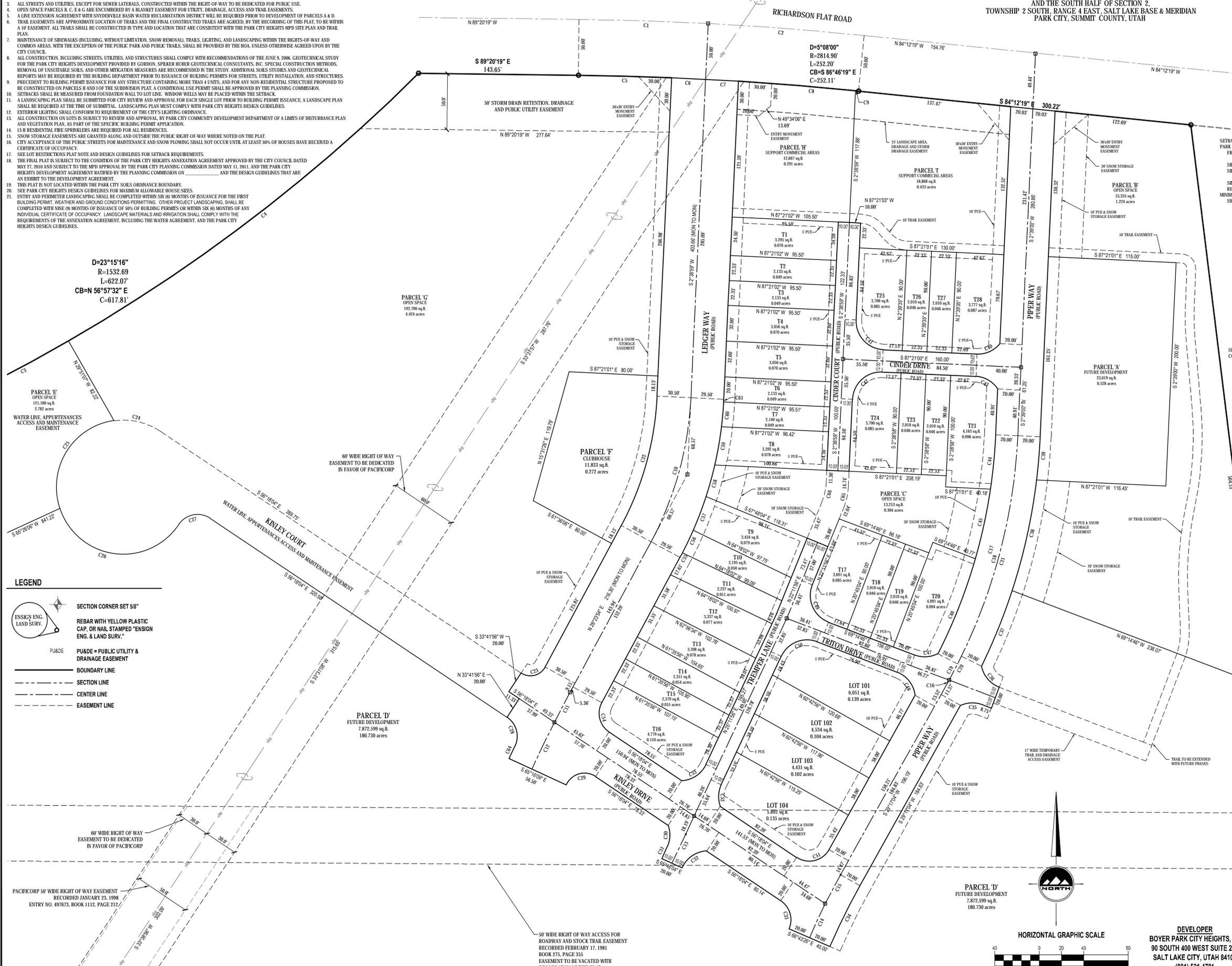


**PLAT NOTES:**

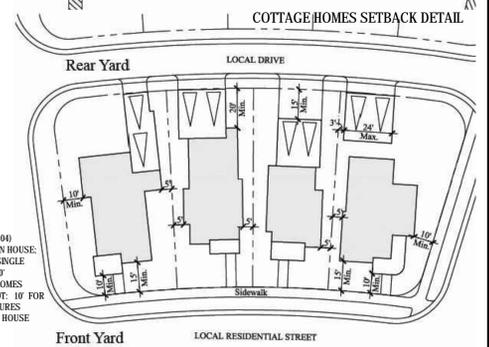
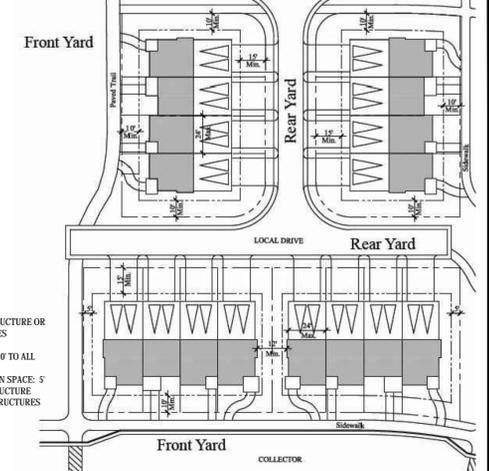
- ALL UNITS (INCLUDING ALL DEED RESTRICTED UNITS) SHALL BE CONSTRUCTION TO LEED FOR HOMES SILVER RATING, AS STATED IN THE PARK CITY HEIGHTS ANNEXATION AGREEMENT, WITH EACH UNIT ALSO ACHIEVING A MINIMUM COMBINED 10 POINTS FOR WATER EFFICIENCY/CONSERVATION. THIRD PARTY INSPECTION WILL BE PROVIDED TO CONFIRM COMPLIANCE WITH STANDARDS. AN INDUSTRY STANDARD THIRD PARTY INSPECTOR SHALL BE MUTUALLY AGREED UPON BY THE CHIEF BUILDING OFFICIAL AND THE APPLICANT PRIOR TO BUILDING PERMIT ISSUANCE.
- THE OPEN SPACE AND COMMON AREA TO BE MAINTAINED BY THE MASTER HOA.
- ALL STREETS AND UTILITIES, EXCEPT FOR SEWER LATERALS, CONSTRUCTED WITHIN THE RIGHT-OF-WAY TO BE DEDICATED FOR PUBLIC USE.
- OPEN SPACE PARCELS B, C, E & G ARE ENCUMBERED BY A BLANKET EASEMENT FOR UTILITY, DRAINAGE, ACCESS AND TRAIL EASEMENTS.
- A LINE EXTENSION AGREEMENT WITH SNYDERVILLE BASIN WATER RECLAMATION DISTRICT WILL BE REQUIRED PRIOR TO DEVELOPMENT OF PARCELS A & D.
- TRAIL EASEMENTS ARE APPROXIMATE LOCATION OF TRAILS AND THE FINAL CONSTRUCTED TRAILS ARE AGREED, BY THE RECORDING OF THIS PLAT, TO BE WITHIN A 10' EASEMENT. ALL TRAILS SHALL BE CONSTRUCTED IN TYPE AND LOCATION THAT ARE CONSISTENT WITH THE PARK CITY HEIGHTS MPD SITE PLAN AND TRAIL PLAN.
- MAINTENANCE OF SIDEWALKS (INCLUDING, WITHOUT LIMITATION, SNOW REMOVAL, TRAILS, LIGHTING, AND LANDSCAPING WITHIN THE RIGHTS-OF-WAY AND COMMON AREAS, WITH THE EXCEPTION OF THE PUBLIC PARK AND PUBLIC TRAILS, SHALL BE PROVIDED BY THE HOA, UNLESS OTHERWISE AGREED UPON BY THE CITY COUNCIL.
- ALL CONSTRUCTION, INCLUDING STREETS, UTILITIES, AND STRUCTURES SHALL COMPLY WITH RECOMMENDATIONS OF THE JUNE 9, 2006, GEOTECHNICAL STUDY FOR THE PARK CITY HEIGHTS DEVELOPMENT PROVIDED BY GORDON, SPILKER, HUBER GEOTECHNICAL CONSULTANTS, INC. SPECIAL CONSTRUCTION METHODS, REMOVAL OF UNSUITABLE SOILS, AND OTHER MITIGATION MEASURES ARE RECOMMENDED BY THE STUDY. ADDITIONAL SOILS STUDIES AND GEOTECHNICAL REPORTS MAY BE REQUIRED BY THE BUILDING DEPARTMENT PRIOR TO ISSUANCE OF BUILDING PERMITS FOR STREETS, UTILITY INSTALLATION, AND STRUCTURES.
- PRECEDENT TO BUILDING PERMIT ISSUANCE FOR ANY STRUCTURE CONTAINING MORE THAN 4 UNITS, AND FOR ANY NON-RESIDENTIAL STRUCTURE PROPOSED TO BE CONSTRUCTED ON PARCELS H AND I OF THE SUBDIVISION PLAT, A CONDITIONAL USE PERMIT SHALL BE APPROVED BY THE PLANNING COMMISSION.
- SETBACKS SHALL BE MEASURED FROM FOUNDATION WALL TO LOT LINE. WINDOW WELLS MAY BE PLACED WITHIN THE SETBACK.
- A LANDSCAPING PLAN SHALL BE SUBMITTED FOR CITY REVIEW AND APPROVAL FOR EACH SINGLE LOT PRIOR TO BUILDING PERMIT ISSUANCE. A LANDSCAPE PLAN SHALL BE REQUIRED AT THE TIME OF SUBMITTAL. LANDSCAPING PLAN MUST COMPLY WITH PARK CITY HEIGHTS DESIGN GUIDELINES.
- EXTERIOR LIGHTING SHALL CONFORM TO REQUIREMENTS OF THE CITY'S LIGHTING ORDINANCE.
- ALL CONSTRUCTION ON LOTS IS SUBJECT TO REVIEW AND APPROVAL BY PARK CITY COMMUNITY DEVELOPMENT DEPARTMENT OF A LIMITS OF DISTURBANCE PLAN AND VEGETATION PLAN, AS PART OF THE SPECIFIC BUILDING PERMIT APPLICATION.
- 13-R RESIDENTIAL FIRE SPRINKLERS ARE REQUIRED FOR ALL RESIDENCES.
- SNOW STORAGE EASEMENTS ARE GRANTED ALONG AND OUTSIDE THE PUBLIC RIGHT-OF-WAY WHERE NOTED ON THE PLAT.
- CITY ACCEPTANCE OF THE PUBLIC STREETS FOR MAINTENANCE AND SNOW PLOWING SHALL NOT OCCUR UNTIL AT LEAST 50% OF HOUSES HAVE RECEIVED A CERTIFICATE OF OCCUPANCY.
- SEE LOT RESTRICTIONS PLAT NOTE AND DESIGN GUIDELINES FOR SETBACK REQUIREMENTS.
- THE FINAL PLAT IS SUBJECT TO THE CONDITION OF THE PARK CITY HEIGHTS ANNEXATION AGREEMENT APPROVED BY THE CITY COUNCIL DATED MAY 27, 2010 AND SUBJECT TO THE MPD APPROVAL BY THE PARK CITY PLANNING COMMISSION DATED MAY 11, 2011, AND THE PARK CITY HEIGHTS DEVELOPMENT AGREEMENT RATIFIED BY THE PLANNING COMMISSION ON \_\_\_\_\_ AND THE DESIGN GUIDELINES THAT ARE AN EXHIBIT TO THE DEVELOPMENT AGREEMENT.
- THIS PLAT IS NOT LOCATED WITHIN THE PARK CITY SOILS ORDINANCE BOUNDARY.
- SEE PARK CITY HEIGHTS DESIGN GUIDELINES FOR MAXIMUM ALLOWABLE HOUSE SIZES.
- ENTRY AND PERIMETER LANDSCAPING SHALL BE COMPLETED WITHIN SIX (6) MONTHS OF ISSUANCE FOR THE FIRST BUILDING PERMIT. WEATHER AND GROUND CONDITIONS PERMITTING, OTHER PROJECT LANDSCAPING SHALL BE COMPLETED WITHIN NINE (9) MONTHS OF ISSUANCE OF 50% OF BUILDING PERMITS OR WITHIN SIX (6) MONTHS OF ANY INDIVIDUAL CERTIFICATE OF OCCUPANCY. LANDSCAPE MATERIALS AND IRRIGATION SHALL COMPLY WITH THE REQUIREMENTS OF THE ANNEXATION AGREEMENT, INCLUDING THE WATER AGREEMENT, AND THE PARK CITY HEIGHTS DESIGN GUIDELINES.

# PARK CITY HEIGHTS PHASE 1 SUBDIVISION

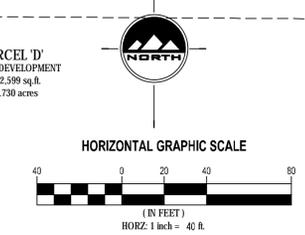
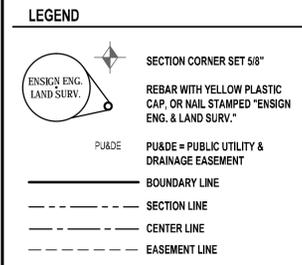
LOCATED IN PORTIONS OF SECTION 11,  
AND THE SOUTH HALF OF SECTION 2,  
TOWNSHIP 2 SOUTH, RANGE 4 EAST, SALT LAKE BASE & MERIDIAN  
PARK CITY, SUMMIT COUNTY, UTAH



**PARK HOMES SETBACK DETAIL LOCAL RESIDENTIAL STREET**



CURVE TABLE						CURVE TABLE					
CURVE	RADIUS	LENGTH	DELTA	BEARING	CHORD	CURVE	RADIUS	LENGTH	DELTA	BEARING	CHORD
C1	2864.90	116.12	2°19'22"	N88°10'29"W	116.11	C33	26.50	26.47	79°34'38"	N16°20'45"W	26.24
C2	2864.90	140.56	2°48'40"	N85°36'59"W	140.54	C34	580.00	60.82	6°00'30"	S28°16'49"W	60.88
C3	1532.69	225.72	8°26'17"	N64°22'01"E	225.32	C35	25.50	20.02	44°58'32"	S88°15'58"W	19.51
C4	1532.69	286.34	14°48'59"	N62°44'23"E	285.24	C36	25.50	25.85	58°04'30"	S40°12'31"E	24.75
C5	2814.90	83.88	1°42'27"	N88°29'06"W	83.88	C37	520.00	73.07	8°03'02"	N22°07'29"E	73.01
C6	2814.90	30.50	0°37'15"	N87°19'15"W	30.50	C38	520.00	101.43	11°10'32"	N12°30'42"E	101.37
C7	2814.90	29.50	0°39'02"	N86°42'26"W	29.50	C39	520.00	38.79	4°16'28"	N41°47'37"E	38.78
C8	2814.90	105.57	2°09'56"	N85°20'08"W	105.57	C40	25.52	23.31	52°20'41"	N65°19'25"E	22.51
C9	2814.90	2.74	0°02'21"	N84°13'59"W	2.74	C41	25.50	40.06	90°00'00"	S42°21'01"E	36.06
C10	300.00	134.82	25°44'54"	N15°31'28"E	133.69	C42	25.50	40.06	90°00'00"	S47°38'59"W	36.06
C11	1200.00	30.20	1°26'42"	S27°40'33"W	30.26	C43	25.52	23.31	52°20'48"	N60°10'12"W	22.51
C12	1200.00	46.55	2°12'21"	S25°50'32"W	46.54	C44	480.00	39.80	4°45'02"	N6°50'31"E	39.79
C13	740.00	28.65	2°13'07"	S25°29'29"W	28.65	C45	480.00	72.74	8°40'59"	N11°44'31"E	72.67
C14	480.00	33.57	3°12'22"	S24°52'45"W	33.57	C46	480.00	91.60	10°46'29"	N21°13'15"E	91.32
C15	600.00	20.35	2°48'08"	S23°52'07"W	20.34	C47	25.50	21.43	48°09'11"	N88°40'43"E	20.80
C16	500.00	3.29	0°22'36"	N29°09'47"E	3.29	C48	25.50	27.61	62°12'12"	N38°12'40"W	26.28
C17	500.00	229.15	26°15'29"	N15°46'44"E	227.15	C49	25.50	40.70	91°26'41"	S23°31'26"E	36.51
C18	500.00	229.15	26°15'29"	N15°46'44"E	227.15	C50	25.50	38.08	85°33'17"	S67°58'34"W	34.64
C19	500.00	229.15	26°15'29"	N15°46'44"E	227.15	C51	30.50	33.78	84°24'51"	N76°29'30"E	30.69
C20	500.00	24.67	2°45'28"	N27°31'45"E	24.66	C52	25.50	20.63	45°02'22"	S24°44'55"W	19.52
C21	500.00	205.98	23°00'17"	N14°24'00"E	203.64	C53	25.50	27.40	62°02'22"	N66°12'07"E	26.37
C22	269.50	121.11	25°44'54"	N15°31'28"E	120.00	C54	30.00	29.57	64°14'58"	S13°57'05"E	28.95
C23	15.00	24.95	85°18'02"	N76°02'55"E	22.17	C55	329.50	4.73	0°49'32"	N27°59'08"E	4.73
C24	60.00	45.81	41°38'48"	N77°07'28"W	42.66	C56	329.50	22.34	3°53'03"	N25°37'50"E	22.33
C25	60.00	105.26	100°31'05"	S31°47'35"W	92.27	C57	329.50	24.19	4°43'39"	N21°19'29"E	22.18
C26	60.00	133.50	127°28'47"	S82°12'20"E	102.62	C58	329.50	34.31	5°58'01"	N15°58'39"E	34.30
C27	70.50	32.67	89°38'39"	S78°52'36"W	28.90	C59	329.50	34.80	6°03'04"	N4°58'01"E	34.78
C28	20.50	29.50	61°30'22"	N15°29'53"W	26.79	C60	329.50	22.30	3°53'19"	N4°58'57"E	22.30
C29	18.00	31.11	88°49'13"	S74°18'22"W	27.39	C61	329.50	2.53	0°24'20"	N25°10'10"E	2.53
C30	25.50	18.99	44°54'47"	N23°39'57"E	18.48	C62	1222.50	12.25	0°34'28"	S25°10'10"W	12.25
C31	730.00	11.44	0°52'25"	S34°40'08"W	11.44	C63	50.00	17.86	19°32'56"	N12°25'28"E	16.98
C32	25.50	28.65	62°58'22"	S55°43'07"W	28.64	C64	50.00	17.86	19°32'56"	N12°25'28"E	16.98



**SHEET 2 OF 2**

PROJECT NUMBER : 4976  
 MANAGER : RGE  
 DRAWN BY : KFW  
 CHECKED BY : PMH  
 DATE : 10/17/11

**ENSIGN**

SALT LAKE CITY  
 45 West 10000 South  
 Suite 500  
 Sandy, UT 84070  
 Phone: 801.255.0529  
 Fax: 801.255.4449  
 WWW.ENSIGNCITY.COM

LAYTON  
 Phone: 801.547.1100  
 TOOELE  
 Phone: 435.843.3590  
 CEDAR CITY  
 Phone: 435.865.1453

## PARK CITY HEIGHTS PHASE 1 SUBDIVISION

LOCATED IN PORTIONS OF SECTION 11,  
AND THE SOUTH HALF OF SECTION 2,  
TOWNSHIP 2 SOUTH, RANGE 4 EAST, SALT LAKE BASE & MERIDIAN  
PARK CITY, SUMMIT COUNTY, UTAH

RECORDED # \_\_\_\_\_

STATE OF UTAH, COUNTY OF SUMMIT, RECORDED AND FILED AT THE  
 REQUEST OF: \_\_\_\_\_

DATE: \_\_\_\_\_ TIME: \_\_\_\_\_ BOOK: \_\_\_\_\_ PAGE: \_\_\_\_\_

FEES \_\_\_\_\_ SUMMIT COUNTY RECORDER \_\_\_\_\_

**BENCHMARK**  
 NORTHWEST CORNER SECTION 11,  
 TOWNSHIP 2 SOUTH, RANGE 4 EAST,  
 SALT LAKE BASE & MERIDIAN  
 FOUND PARK CITY BOUNDARY ALUMINUM CAP  
 ELEVATION = 6914.90

 CALL BLUESTAKES  
 @ 1-800-682-4111 AT LEAST 48  
 HOURS PRIOR TO THE  
 COMMENCEMENT OF ANY  
 CONSTRUCTION.



SALT LAKE CITY  
 45 West 10000 South,  
 Suite 500  
 Sandy, UT 84070  
 Phone: 801.255.0529  
 Fax: 801.255.4449

LAYTON  
 Phone: 801.547.1100

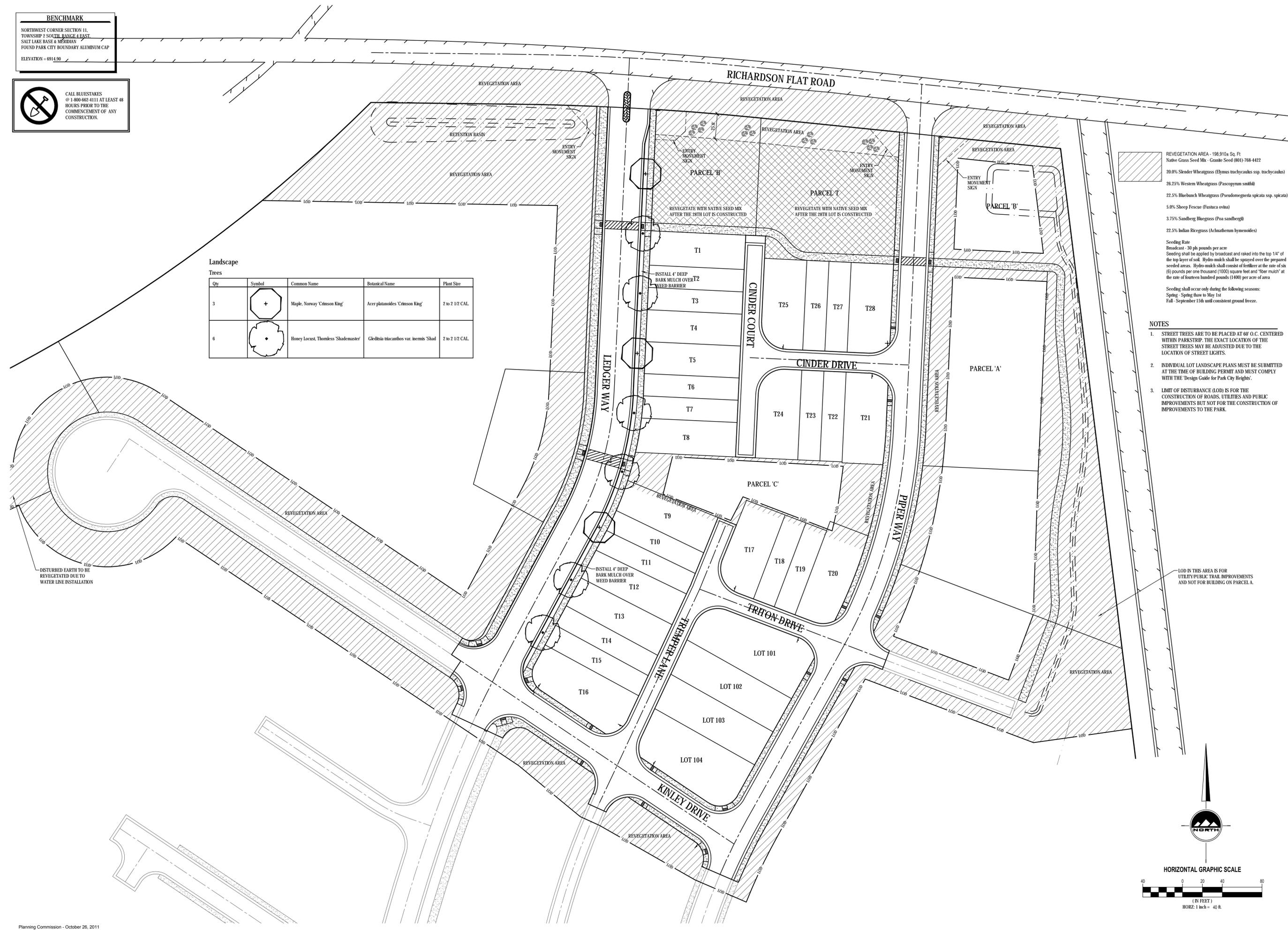
CEDAR CITY  
 Phone: 435.865.1453

TOOELE  
 Phone: 435.843.3590

WWW.ENSGNUTAH.COM

FOR:  
 BOWEN PARK CITY JUNCTION, LC  
 90 SOUTH 400 WEST SUITE 200  
 SALT LAKE CITY, UTAH 84101

CONTACT:  
 PATRICK MOFFAT  
 PHONE: 801-521-4781  
 FAX:



**Landscape**  
**Trees**

Qty	Symbol	Common Name	Botanical Name	Plant Size
3		Maple, Norway 'Crimson King'	<i>Acer platanoides</i> 'Crimson King'	2 to 2 1/2 CAL.
6		Honey Locust, Thornless 'Shademaster'	<i>Gleditsia triacanthos</i> var. <i>inermis</i> 'Shad'	2 to 2 1/2 CAL.

 REVEGETATION AREA - 198,910± Sq. Ft.  
 Native Grass Seed Mix - Granite Seed (801)-788-4422  
 20.0% Slender Wheatgrass (*Elymus trachycaulis* ssp. *trachycaulis*)  
 26.25% Western Wheatgrass (*Pascopyrum smithii*)  
 22.5% Bluebunch Wheatgrass (*Pseudonogeria spicata* ssp. *spicata*)  
 5.0% Sheep Fescue (*Festuca ovina*)  
 3.75% Sandberg bluegrass (*Poa sandbergii*)  
 22.5% Indian Ricegrass (*Achnatherum hymenoides*)

Seeding Rate  
 Broadcast - 30 lbs. pounds per acre  
 Seeding shall be applied by broadcast and raked into the top 1/4" of the top layer of soil. Hydro-mulch shall be sprayed over the prepared seeded areas. Hydro-mulch shall consist of fertilizer at the rate of six (6) pounds per one thousand (1000) square feet and "fiber mulch" at the rate of fourteen hundred pounds (1400) per acre of area.

Seeding shall occur only during the following seasons:  
 Spring - Spring thaw to May 1st  
 Fall - September 15th until consistent ground freeze.

- NOTES**
- STREET TREES ARE TO BE PLACED AT 60' O.C. CENTERED WITHIN PARKSTRIP. THE EXACT LOCATION OF THE STREET TREES MAY BE ADJUSTED DUE TO THE LOCATION OF STREET LIGHTS.
  - INDIVIDUAL LOT LANDSCAPE PLANS MUST BE SUBMITTED AT THE TIME OF BUILDING PERMIT AND MUST COMPLY WITH THE 'Design Guide for Park City Heights'.
  - LIMIT OF DISTURBANCE (LOD) IS FOR THE CONSTRUCTION OF ROADS, UTILITIES AND PUBLIC IMPROVEMENTS BUT NOT FOR THE CONSTRUCTION OF IMPROVEMENTS TO THE PARK.

LOD IN THIS AREA IS FOR UTILITY/PUBLIC TRAIL IMPROVEMENTS AND NOT FOR BUILDING ON PARCEL A.

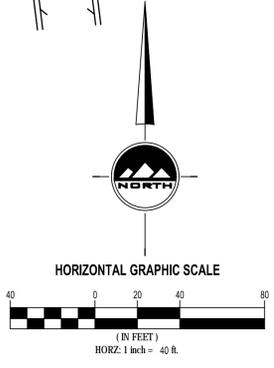
**PARK CITY HEIGHTS  
 PHASE 1  
 PARK CITY, UTAH**

NO.	DATE	REASON	BY
1		FOR REVIEW	
2			
3			
4			
5			
6			
7			
8			

**LANDSCAPE PLAN**

PROJECT NUMBER: 4976 DATE: 10/17/11  
 DRAWN BY: B. HADLEY CHECKED BY: J. FORD  
 PROJECT MANAGER: R. ELDER

**L-1.0**



**BENCHMARK**  
 NORTHWEST CORNER SECTION 11,  
 TOWNSHIP 2 SOUTH RANGE 4 EAST,  
 SALT LAKE BASE & MERIDIAN  
 FOUND PARK CITY BOUNDARY ALUMINUM CAP  
 ELEVATION = 6914.90

 CALL BLUESTAKES  
 @ 1 800 662-4111 AT LEAST 48  
 HOURS PRIOR TO THE  
 COMMENCEMENT OF ANY  
 CONSTRUCTION.

**NOTE**  
 1. CONTRACTOR TO REFER TO GENERAL NOTES SHEET  
 (SHEET C-0.1) FOR INFORMATION REGARDING SITE  
 PREPARATION, EXCAVATION, AND STRUCTURAL FILL.  
 2. ALL STORM DRAIN INLET GRATES TO BE BICYCLE SAFE.



SALT LAKE CITY  
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 Sandy, UT 84070  
 Phone: 801.255.0529  
 Fax: 801.255.4449

LAYTON  
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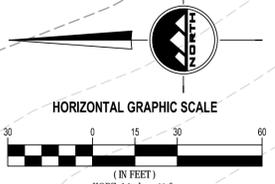
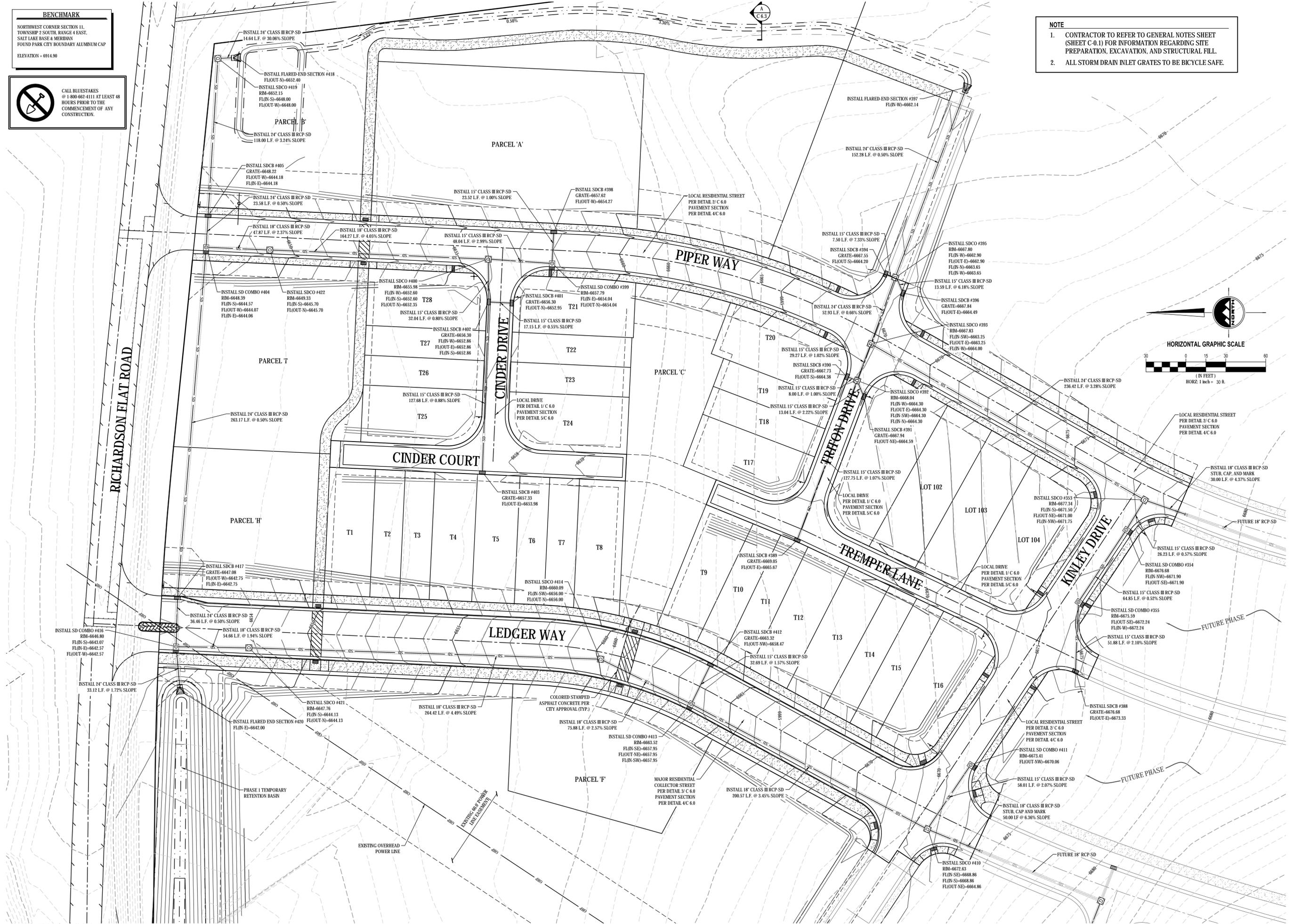
CEDAR CITY  
 Phone: 435.865.1453

TOOELE  
 Phone: 435.843.3590

WWW.ENSIGNUTAH.COM

FOR:  
 BOYER PARK CITY JUNCTION, LC  
 90 SOUTH 400 WEST SUITE 200  
 SALT LAKE CITY, UT 84101

CONTACT:  
 PATRICK MOFFAT  
 PHONE: 801-521-4781  
 FAX:



**PARK CITY HEIGHTS  
 PHASE 1  
 PARK CITY, UTAH**



NO.	DATE	REVISION	BY

**GRADING AND  
 DRAINAGE PLAN**

PROJECT NUMBER: 4976 DATE: 10/17/11  
 DRAWN BY: B. HADLEY CHECKED BY: J. FORD  
 PROJECT MANAGER: R. ELDER

**C-2.0**

**BENCHMARK**  
 NORTHWEST CORNER SECTION 11,  
 TOWNSHIP 2 SOUTH, RANGE 4 EAST,  
 SALT LAKE BASE & MERIDIAN  
 FOUND PARK CITY BOUNDARY ALUMINUM CAP  
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 @ 1 800 662-4111 AT LEAST 48  
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- KEY NOTES**
- 1 3/4" CULINARY WATER LATERAL & METER W/ BOX (TYP.)
  - 2 4" PVC SDR-35 SANITARY SEWER LATERAL @ 2.0% MIN. MARK END W/ 2x4 (TYP.)
  - 3 6" PVC SDR-35 SANITARY SEWER LATERAL @ 2.0% MIN. MARK END W/ 2x4.
  - 4 1" CULINARY WATER LATERAL & METER W/ BOX
  - 5 1.5" CULINARY WATER LATERAL & METER W/ BOX
  - 6 4" IRRIGATION LATERAL & METER
  - 7 3/4" IRRIGATION LATERAL & METER



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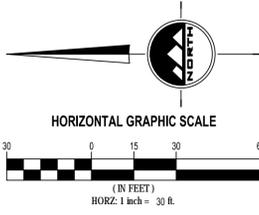
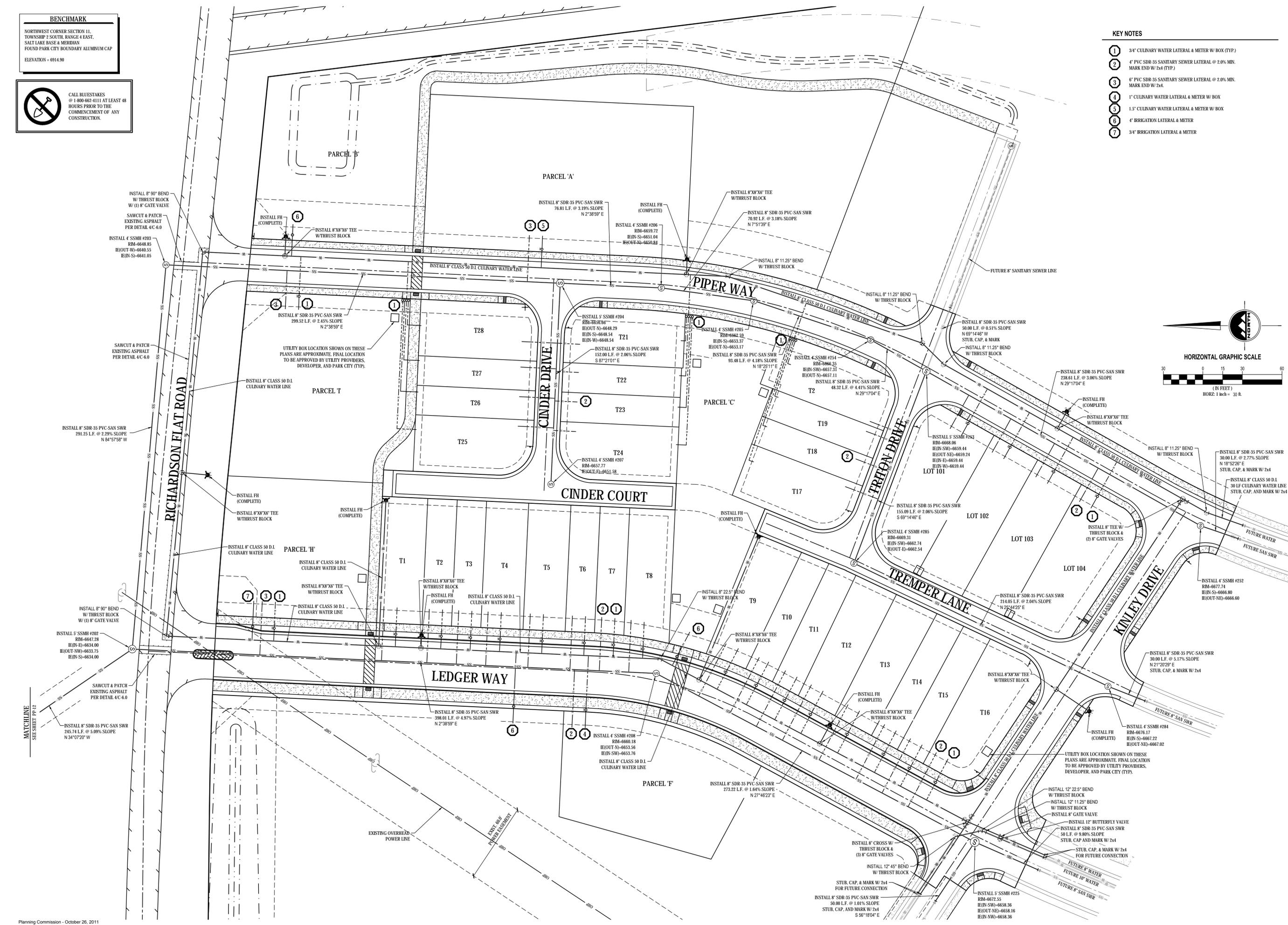
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 SALT LAKE CITY, UT 84101

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**PARK CITY HEIGHTS  
 PHASE 1  
 PARK CITY, UTAH**



NO. DATE REVISION BY  
 1 10/17/11 FOR REVIEW

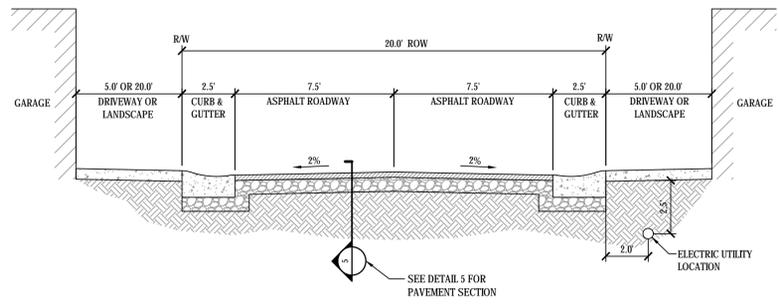
**UTILITY PLAN**

PROJECT NUMBER DATE  
 4976 10/17/11  
 DRAWN BY CHECKED BY  
 B. HADLEY J. FORD  
 PROJECT MANAGER  
 R. ELDER

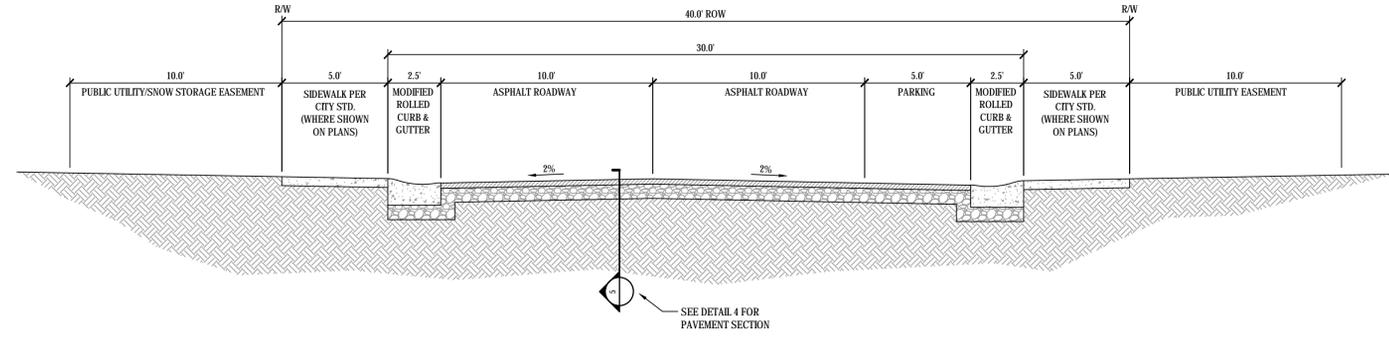
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**BENCHMARK**  
 NORTHWEST CORNER SECTION 11,  
 TOWNSHIP 2 SOUTH, RANGE 4 EAST,  
 SALT LAKE BASE & MERIDIAN  
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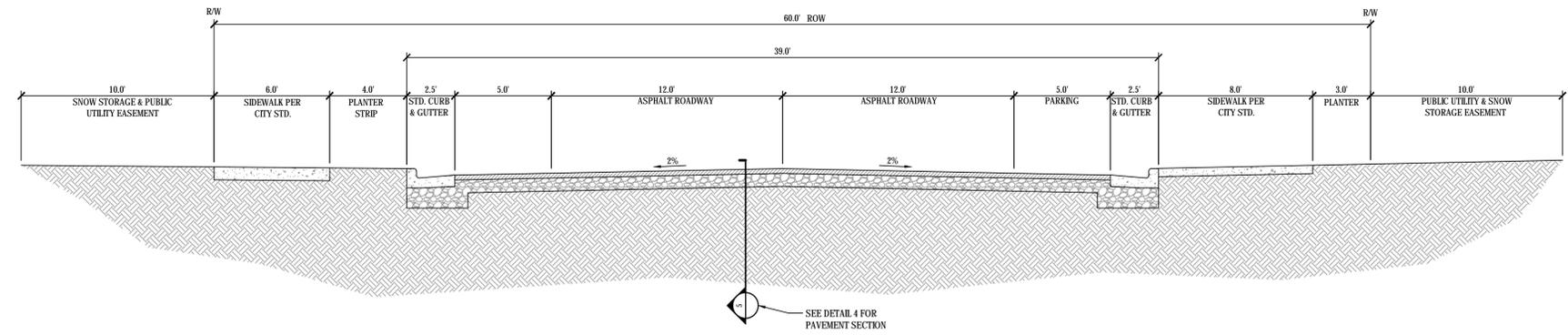
CALL BLUESTAKES  
 @ 1-800-662-4111 AT LEAST 48  
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**1 LOCAL DRIVE**  
 (PUBLIC RIGHT-OF-WAY) Scale: NTS



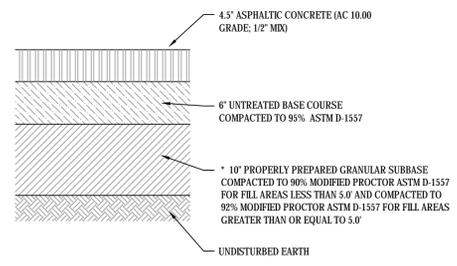
**2 LOCAL RESIDENTIAL STREET**  
 (PUBLIC RIGHT-OF-WAY) Scale: NTS



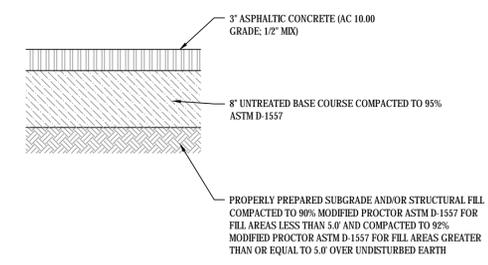
**3 MAJOR RESIDENTIAL COLLECTOR STREET**  
 (PUBLIC RIGHT-OF-WAY) Scale: NTS

- NOTES:
1. PARKING TO BE LOCATED ON UPHILL SIDE OF ROAD.
  2. SNOW STORAGE TO BE LOCATED ON DOWNHILL SIDE OF ROAD.

- NOTES:
1. PARKING TO BE LOCATED ON BOTH SIDES OF ROAD.
  2. SNOW STORAGE AND WALKWAY TO BE LOCATED ON DOWNHILL SIDE OF ROAD.



**4 HEAVY-DUTY ASPHALT PAVEMENT SECTION**  
 Scale: NTS



**5 LIGHT-DUTY ASPHALT PAVEMENT SECTION**  
 Scale: NTS

NOTES:  
 \* NATURAL GRANULAR SOIL AND/OR GRANULAR STRUCTURAL FILL WILL SATISFY THIS REQUIREMENT



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 90 SOUTH 400 WEST SUITE 200  
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 PATRICK MOFFAT  
 PHONE: 801-521-4781  
 FAX:

PARK CITY HEIGHTS  
 PHASE 1  
 PARK CITY, UTAH



NO.	DATE	REVISION	BY

ROADWAY  
 CROSS SECTIONS

PROJECT NUMBER: 4976 DATE: 10/17/11  
 DRAWN BY: B. HADLEY CHECKED BY: J. FORD  
 PROJECT MANAGER: R. ELDER

C 6.0