

Interviews for Snyderville Basin Planning Commission

Wednesday, March 18, 2015

Richins Building, conference room behind auditorium

2 vacancies; 5 applicants

1:30 PM	Julia Reynolds Collins (phone interview 585-797-5898)
1:40 PM	Colin DeFord
1:50 PM	Chuck Klingenstein
2:00 PM	Ryan Dickey
2:10 PM	Frank Fish (interviewing for both SBPC and Rec District)

Two vacancies are a result of Colin DeFord and Chuck Klingenstein's terms expiring 2/28/15; both have reapplied.

**Interviews for Snyderville Basin Special Recreation Service District
Administrative Control Board**

Wednesday, March 18, 2015

Richins Building, conference room behind auditorium

1 vacancy; 4 applicants

2:10 PM	Frank Fish (interviewing for both SBPC and Rec District)
2:20 PM	Gary Resnick
2:30 PM	Dean Fogel
2:40 PM	Aaron Newman

Vacancy is a result of Jim Shea resigning 2/11/2015. The person appointed to this vacancy will fill the unexpired term of Jim Shea, which term expires 12/31/2015.



To: Summit County Council
From: Matt Leavitt, Finance Officer
Date: March 10, 2015
Subject: Staff report on sales & use tax revenues and general economic discussion.

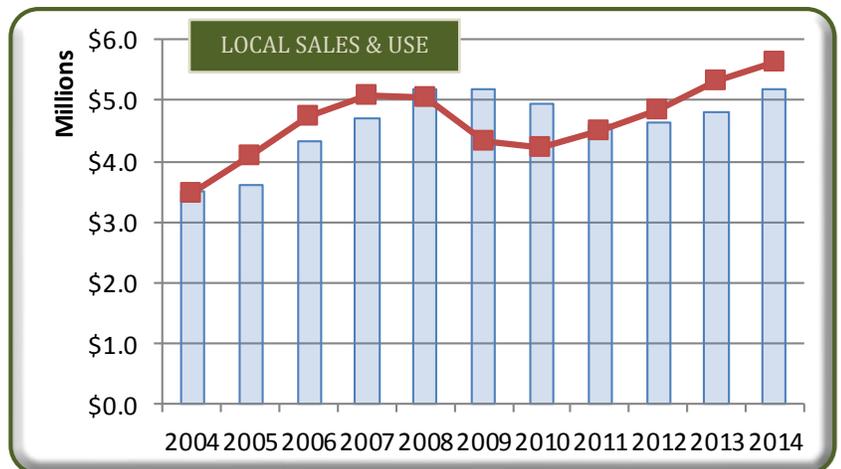
Honorable Council Members:

The following information is to provide the Council with information regarding sales and use tax revenues received by the County, in addition with information from other revenue sources, in order to help the Council with a general understanding of the County's economic condition. Information has been taken from sales and use tax revenues received by the County, the Community Development, and the Economic Development Departments.

Sales & Use Tax Revenues

Sales and use tax revenues from all sources for Summit County have increased for a fifth consecutive year. Table 1 in the Appendix lists each of the revenue sources with a month-to-month comparison of the prior two years. The two sources with biggest impact on the County's operations are the Local and the Option sales and use taxes.

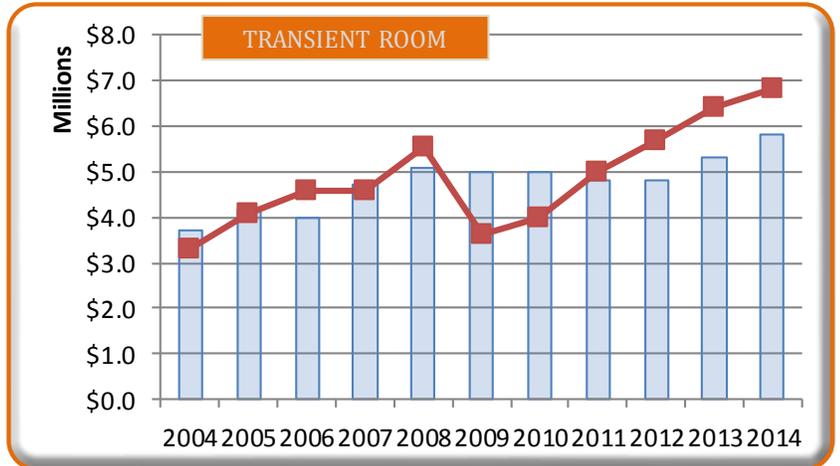
The **Local Sales Tax**, a tax rate of 1.0 percent which is collected in the unincorporated areas of the County, increased 6.1 percent in 2014 compared with 2013. The chart to the right shows historical trends of this revenue source. The blue columns indicate budgeted amounts while the red line indicates actual revenues received by the County. The 10-year average of the Local Sales Tax revenues is \$4.7 million, while the 3-year average is \$5.2 million. The growth rate for this revenue source is



approximately 6.8 percent per year, since 2010. The County has used this resource as a partial funding mechanism for programs including law enforcement and public works.

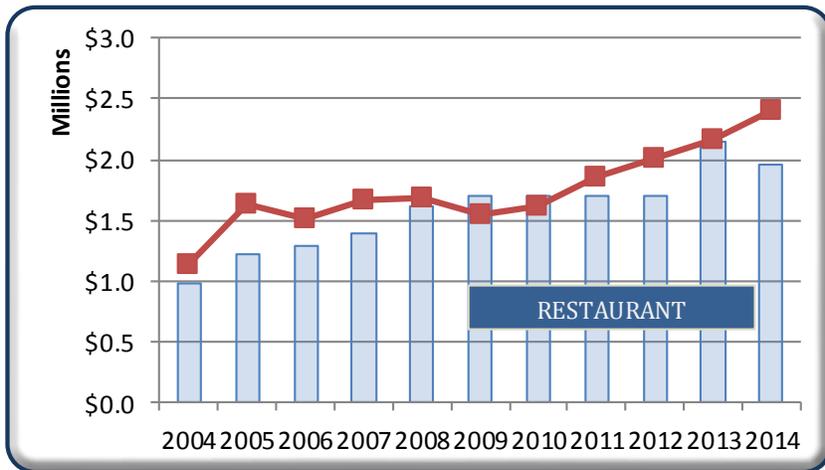
The **County Option** sales and use tax is a County-wide tax of 0.25 percent and supports the General Fund of the County. The growth rate for the County Option revenues has been approximately 6.0 percent per year since 2010. Compared with 2013, revenues from County Option increased 5.6 percent. The 10-year average for County Option is \$2.3 million, while the 3-year average is \$2.5 million.

Transient Room Tax revenues have seen a significant increase, approximately 14.3 percent per year since 2010. This source is restricted to attracting overnight visitors to the County and the County has contracted with Park City Chamber Bureau to provide that service. Ninety percent of revenues are distributed to the Bureau while the County retains the balance for County projects such as the annual County Fair and maintaining a History Department. This is a 3.0 percent County-wide tax on all short-term overnight rentals.



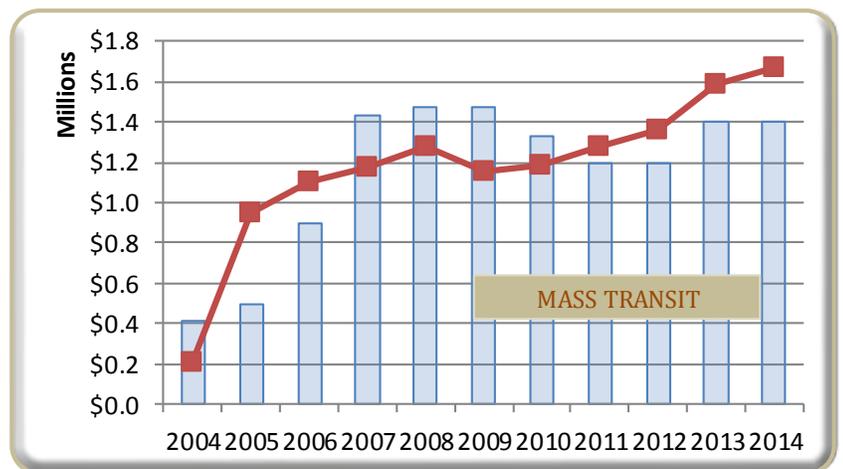
The **Restaurant Tax**, a 1.0 percent County-wide tax on the sale of prepared foods, has seen

approximately 9.8 percent growth per year since 2010. This particular revenue source to the County seemed to have the least impact during the recession. The graph on the left shows a minor dip compared with the other sales and use tax revenues collected by the County. The 10-year average for Restaurant Tax revenues is \$1.8 million while the 3-year average is \$2.1 million.



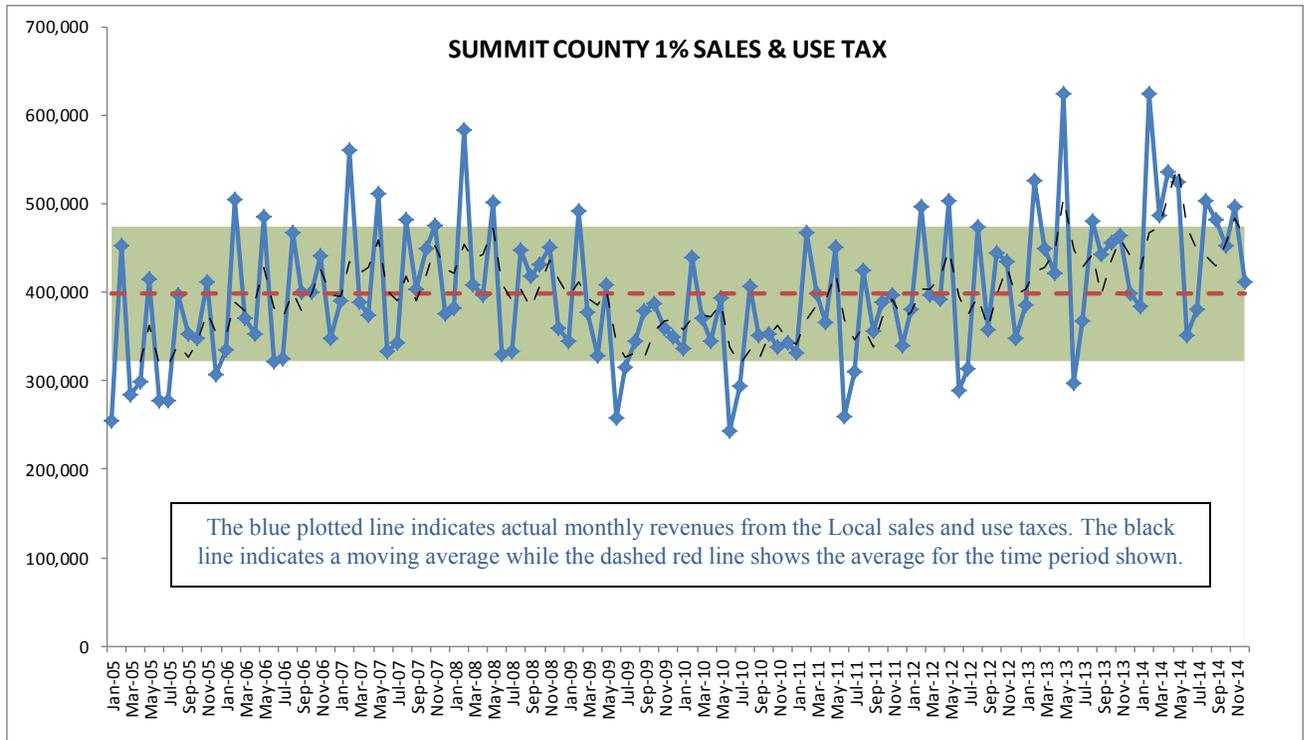
The **Reaction, Arts & Parks (RAP)** tax has recently (2012) been split evenly between arts programs and recreation capital projects. This is a County-wide tax of 0.10 percent which has a 10-year average of \$1.2 million and a 3-year average of \$1.3 million. Since 2010, revenues from RAP tax have increased at a rate of about 6.4 percent each year. Revenues from 2014 increased 6.6 percent over 2013.

In 2004 the County implemented a mass transit tax. The current rate of the **Transit District** tax is 0.3 percent, is collected only within the defined Transit District area, and is distributed to Park City Municipal for the administration of a transit program in the Snyderville Basin/Silver Summit areas. The 10-year average of the



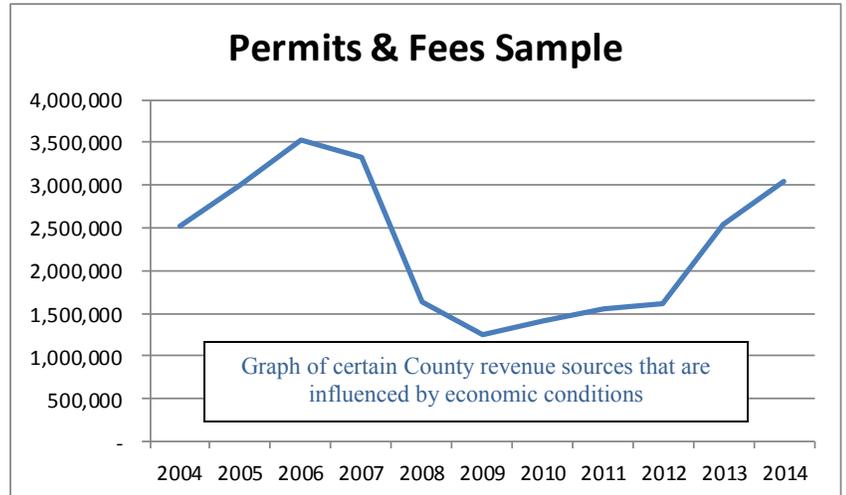
Transit District tax is \$1.0 million and the 3-year average is \$1.2 million. Since 2010, this revenue source has increased at a rate of 8.1 percent.

Overall, the sales and use tax revenues indicate that the recession period began in Summit County around mid-2008 and lasted approximately 33 months. The growth rate between 2005 and 2008 was about 13.7 percent. Between 2008 and 2010, that growth rate was *negative* 5.9 percent per year. Since 2010, the growth rate has averaged about 7.6 percent per year. The following chart plots the monthly receipts of the Local Sales and Use Tax from 2005 through 2014.

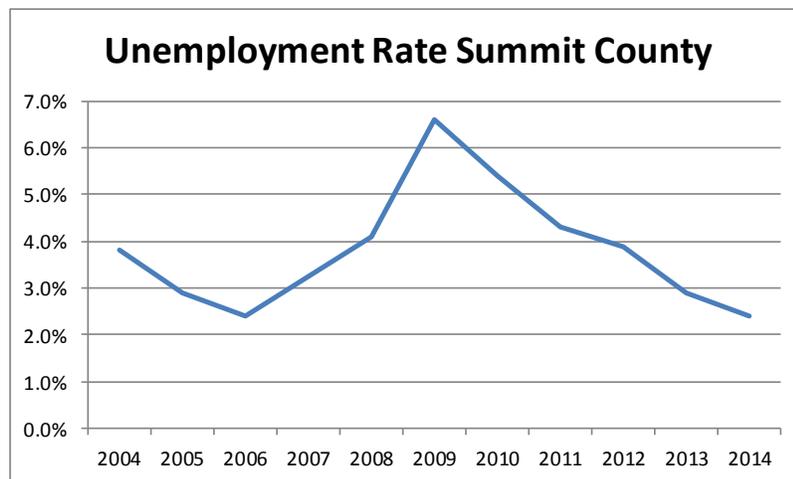


Other Economic Indicators

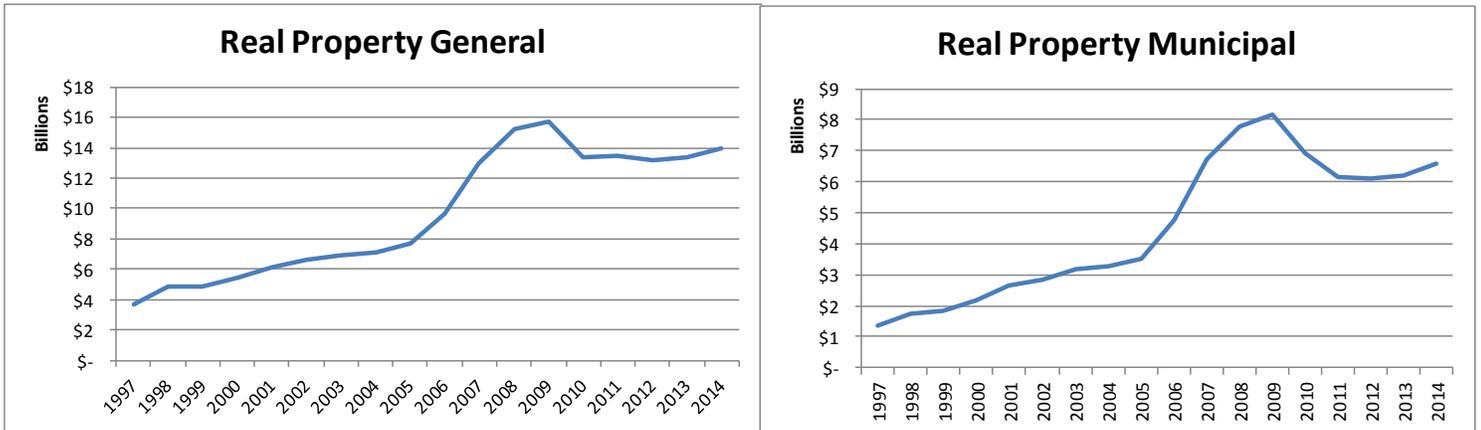
Besides sales and use tax revenues, Summit County receives other revenues that are economy driven. These sources are based on fees and permits. The chart on the right shows selected economic driven fees and permits as a whole. These fees are generated primarily from Community Development and Recorder departments. A review of these indices would show that, although growing, perhaps the construction and housing industries have not recovered as much as the retail and tourism industries have.



The unemployment rate for Summit County, year-end 2014 was 2.4 percent. From a high in 2009 of 6.6 percent, the unemployment rate in the County has dropped significantly each year. Regional analyses indicate job growth in the County of 43.6 percent between 2004 and 2014. Largest employment growth is within the mining, quarrying and oil & gas extraction (141 percent) and the finance and insurance (133 percent) industries while the utilities (*negative 2 percent*) and construction (*negative 3 percent*) industries declined in employment.



Lastly, assessed property tax values, going back to 1997, show the gradual increase between 1997 and 2005. Assessed values began to increase significantly between 2006 and 2009. The recession period had a more significant impact on values in the Municipal Services fund than the General fund, a decrease of approximately 7.1 percent per year versus 3.8 percent per year. The growth on assessed values since 2010 in the General fund has been approximately 1.3 percent while the Municipal Service fund assessed values have increased at a rate of approximately 2.2 percent. Although assessed values don't give a perfect indication of property values within the County, they can help indicate the direction of values.



Assessed real property values between 1997 and 2014 in the General and Municipal Services funds

Overall, analysis of sales and use taxes, along with other economic indicators, would suggest that the economy in Summit County has recovered from the recession period and is continuing to grow. Economic driven revenue sources to the County are doing well and growing at a rate of about six percent or better and unemployment is low.

Appendix

Table 1

TAX SUMMARY AND COMPARISON

	Local Sales Tax					Option Sales Tax					Transient Room Tax						
	2012	2013	% Chg	2014	% Chg	2012	2013	% Chg	2014	% Chg	2012	2013	% Chg	2014	% Chg		
Jan	380,204	384,720	1.2%	384,282	-0.1%	172,735	172,023	-0.4%	169,706	-1.3%	170,177	267,662	57.3%	297,263	11.1%		
Feb	496,113	526,179	6.1%	624,322	18.7%	301,933	286,688	-5.0%	311,920	8.8%	776,049	805,345	3.8%	924,375	14.8%		
Mar	397,046	449,851	13.3%	486,117	8.1%	233,271	274,635	17.7%	279,493	1.8%	1,019,200	1,177,298	15.5%	1,271,800	8.0%		
Apr	391,764	422,113	7.7%	535,731	26.9%	241,207	256,784	6.5%	303,117	18.0%	1,033,827	1,191,710	15.3%	1,400,600	17.5%		
May	502,581	624,840	24.3%	524,875	-16.0%	297,313	305,540	2.8%	303,016	-0.8%	1,098,163	1,129,416	2.8%	1,053,121	-6.8%		
Jun	289,701	297,322	2.6%	351,296	18.2%	143,469	148,697	3.6%	161,526	8.6%	222,011	221,619	-0.2%	157,253	-29.0%		
Jul	313,791	366,803	16.9%	381,309	4.0%	135,103	154,720	14.5%	161,321	4.3%	105,764	124,209	17.4%	129,806	4.5%		
Aug	473,972	481,120	1.5%	503,879	4.7%	214,323	212,509	-0.8%	220,572	3.8%	238,297	320,448	34.5%	339,764	6.0%		
Sep	357,126	442,813	24.0%	482,702	9.0%	157,226	191,637	21.9%	210,242	9.7%	282,636	353,584	25.1%	450,423	27.4%		
Oct	444,631	455,158	2.4%	453,185	-0.4%	196,786	195,503	-0.7%	201,635	3.1%	319,065	320,738	0.5%	304,393	-5.1%		
Nov	434,862	464,573	6.8%	496,619	6.9%	200,964	213,117	6.0%	218,636	2.6%	253,988	310,039	22.1%	292,104	-5.8%		
Dec	348,489	398,844	14.4%	411,559	3.2%	154,707	163,591	5.7%	178,925	9.4%	174,673	188,901	8.1%	215,012	13.8%		
Total	4,830,280	5,314,335	10.0%	5,635,876	6.1%	2,449,039	2,575,444	5.2%	2,720,110	5.6%	5,693,851	6,410,967	12.6%	6,835,914	6.6%		
2014 Budget					5,200,000	2014 Budget					2,600,000	2014 Budget					5,800,000
% of Budget Received --->					108.4%	% of Budget Received --->					104.6%	% of Budget Received --->					117.9%
% of Months Collected ---->>					100.0%	% of Months Collected ---->>					100.0%	% of Months Collected ---->>					100.0%
	Restaurant Tax					Recreation, Arts & Parks Tax					Mass Transit Sales Tax						
	2012	2013	% Chg	2014	% Chg	2012	2013	% Chg	2014	% Chg	2012	2013	% Chg	2014	% Chg		
Jan	85,233	95,732	12.3%	93,208	-2.6%	82,739	79,887	-3.4%	80,010	0.2%	103,126	98,677	-4.3%	105,774	7.2%		
Feb	215,736	220,771	2.3%	237,069	7.4%	169,392	154,283	-8.9%	170,782	10.7%	141,018	148,913	5.6%	199,012	33.6%		
Mar	265,591	282,646	6.4%	332,465	17.6%	134,705	158,461	17.6%	163,622	3.3%	125,505	138,142	10.1%	159,893	15.7%		
Apr	243,848	285,709	17.2%	360,982	26.3%	139,159	148,767	6.9%	182,456	22.6%	122,208	134,041	9.7%	194,035	44.8%		
May	293,845	313,092	6.5%	298,598	-4.6%	167,525	173,791	3.7%	168,562	-3.0%	152,188	237,858	56.3%	153,580	-35.4%		
Jun	83,394	92,369	10.8%	101,556	9.9%	62,471	65,545	4.9%	70,361	7.3%	94,499	88,362	-6.5%	102,809	16.4%		
Jul	87,176	89,599	2.8%	93,664	4.5%	54,341	65,862	21.2%	68,980	4.7%	77,595	98,476	26.9%	97,195	-1.3%		
Aug	180,370	175,870	-2.5%	205,875	17.1%	97,706	97,843	0.1%	103,804	6.1%	120,910	133,585	10.5%	146,884	10.0%		
Sep	135,240	192,314	42.2%	193,338	0.5%	73,921	90,708	22.7%	101,150	11.5%	101,921	130,409	28.0%	138,939	6.5%		
Oct	146,558	159,266	8.7%	189,991	19.3%	92,716	93,084	0.4%	96,161	3.3%	122,994	139,032	13.0%	131,090	-5.7%		
Nov	164,524	161,358	-1.9%	188,686	16.9%	95,338	103,114	8.2%	102,620	-0.5%	112,639	129,838	15.3%	135,088	4.0%		
Dec	104,666	96,657	-7.7%	116,627	20.7%	69,482	73,115	5.2%	81,925	12.0%	88,830	107,706	21.2%	107,993	0.3%		
Total	2,006,182	2,165,383	7.9%	2,412,061	11.4%	1,239,495	1,304,458	5.2%	1,390,432	6.6%	1,363,434	1,585,039	16.3%	1,672,291	5.5%		
2014 Budget					1,953,000	2014 Budget					1,355,000	2014 Budget					1,400,000
% of Budget Received --->					123.5%	% of Budget Received --->					102.6%	% of Budget Received --->					119.4%
% of Months Collected ---->>					100.0%	% of Months Collected ---->>					100.0%	% of Months Collected ---->>					100.0%



STAFF REPORT

To: Summit County Council
From: Jennifer Strader, County Planner
Date of Meeting: March 18, 2015
Type of Item: Work Session – General Plan Phase II
Process: Legislative Review

Background

Phase I of the Snyderville Basin General Plan (Plan) was adopted on February 26, 2014 and was intended to address existing land use patterns and unique characteristics or attributes that help define the Snyderville Basin. It contains chapters on Land Use, Open Space, Recreation, Natural Resources, Housing, Services and Facilities, and Transportation. It also defines and describes individual neighborhood planning areas.

As a result of research and studies since the adoption of Phase I, the existing Land Use chapter is proposed to be modified to more specifically address future land uses and patterns of development. Minor modifications are also being proposed to other chapters of the existing Plan that clarify existing language and make the language consistent throughout the document.

The Planning Commission held public hearings on individual chapters of the Plan on the following dates:

Land Use, including Future Land Use Maps: October 14, 2014
Sustainability: November 4, 2014 and November 18, 2014
Transportation: November 18, 2014
Housing: December 9, 2014

Additional public outreach included Staff and Planning Commission members answering questions at local grocery stores and a public open house was held on the combined chapters on December 16, 2014. Public hearings were held on the entire document on January 13, 2015 and February 10, 2015, at which time the Planning Commission unanimously forwarded a positive recommendation to the Summit County Council (SCC) for Phase II.

Purpose of Phase II Amendments

The purpose of the proposed language is to create high quality, livable neighborhoods that are connected in a manner that do not rely solely on the automobile.

The language proposed in Phase II has been weaved throughout the existing General Plan and is based on the following points:

- 1) Promote the completion of existing development areas and unbuilt existing entitlements before creating additional density. This can be achieved by:
 - a. Emphasizing in-fill development and creating better connections between neighborhoods.
 - b. Creating compact, nodal development through a variety of methods which may include the use of density transfers, land acquisitions, conservation easements, and clustered development principles.
- 2) Discourage low density, large-lot dispersed development.
- 3) Maximize the efficiency of the road systems and trail networks.
- 4) Recognizing the importance of open space.
- 5) Create a Development Code that is predictable. Create zones that best reflect the neighborhoods that exist.

Process for Adoption of Amendments to the General Plan

Amending a General Plan is a legislative process which requires final approval by the County Council. These particular amendments are being proposed by Staff; therefore, the Planning Commission's role is to help draft and review the language, conduct public hearings, and forward a recommendation to the County Council.

After a recommendation is forwarded by the Planning Commission, the County Council will review the language and potentially suggest edits, conduct a public hearing(s), and make the final decision on the proposed amendments. They may also choose to conduct work sessions or suggest other types of outreach to garner as much information as necessary prior to making a final decision.

Recommendation

Staff recommends that the SCC conduct a work session on Phase II of the General Plan and provide Staff with specific direction prior to moving forward with a public hearing.

SNYDERVILLE BASIN GENERAL PLAN

Contents

Chapters

1. Vision and Background
2. Land Use
3. Open Space
4. Recreation
5. Sustainability, Cultural and Natural Resources
6. Housing
7. Services and Facilities
8. Transportation
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 - Bitner
 - Canyons
 - Central Basin
 - East Basin
 - Highland Estates
 - Jeremy Ranch/Pinebrook
 - Kimball Junction
 - North Mountain
 - Old Ranch Road
 - Quinn's Junction
 - Rasmussen
 - Silver Creek
 - The Summit
 - Trailside
 - Utah Olympic Park
 - West Mountain

Chapter 1

Vision and Background

MISSION STATEMENT

Summit County (the “County”) hereby establishes the mission of the General Plan (“the Plan”) for the Snyderville Basin (the “Basin”) as follows: “to preserve natural open space and vistas, prevent suburban sprawl, and promote our mountain resort community” (the “Mission”). This Mission will be accomplished through well managed growth that clusters density into designated mixed use areas, protects the natural environment, and supports recreation. The result will allow for a community and an economy that are diverse, cohesive, and sustainable.

ROLES OF THE GENERAL PLAN AND DEVELOPMENT CODE

The growth management plan for the Basin consists of this Plan and Snyderville Basin Development Code (the “Code”). The purpose of this Plan is to set forth the vision, mission, character, goals, objectives, and policies for the Basin. This Plan is an advisory document. The Code is the regulatory document that contains the rules and regulations for development that implements this Plan. The Code ensures the viability of this Plan by requiring that development applications are generally consistent with the spirit of this Plan. Unless otherwise defined herein, capitalized terms used herein have the meanings assigned to them in the Code.

GOALS

In concert with the community vision and in support of the Mission, the goals of the 2014 update to the Plan are to promote the following:

- Sustainability, both in terms of development and the environment
- Quality growth and economic development that provides a positive contribution to the community’s quality of life and the mountain resort economy
- Preservation of open space, view corridors and scenic mountainsides
- Preservation of Critical Lands (as defined in Section 10-4-3 of the Code) natural resources and the environment, including clean air and water
- Provide for interconnectivity and traffic mitigation through a variety of creative alternatives for all modes of transportation
- Provision and inclusion of affordable housing
- Healthy lifestyles based on resort and year round recreational opportunities compatible with a resort/residential community
- Preservation, recognition, and adaptive reuse of culturally significant structures, sites, and uses

BACKGROUND

In mid-2009, the Snyderville Basin Planning Commission (the “Planning Commission”) began the process of reviewing the 2004 General Plan for updates, which was last

completed in 1998. The intent of this update is to make this Plan a more current and understandable document for the public and the Planning Commission as it guides future growth.

As part of this update, the Planning Commission sought to clarify the intent of the Plan, and ensure that the policies and implementation mechanisms of the Plan and Code would truly help meet the community priorities.

Community involvement has been a central part of the update process. In 2009, a subcommittee of the Planning Commission was formed to begin work on initial edits to the Plan. Based on their feedback, in April of 2010, the Planning Commission held two community open houses and conducted a survey. In the summer of 2011, the Planning Commission held workshops with each neighborhood planning area. Public hearings were held on each element of the Plan in 2011, and more work sessions and hearings were held in 2012. On February 26, 2014, the Summit County Council approved Phase I of the Plan. A subcommittee of the Planning Commission was then formed to begin work on Phase II of the Plan.

From these open houses and workshops, the Planning Commission identified many community priorities and substantially reworked the mission statement to better reflect these priorities.

This Plan has also been substantially reformatted. While core principles remain in place, the format has been changed and the language simplified to communicate clear intent. Regulatory language remaining from the 1998 Plan has been removed and placed in the Code where appropriate. Policies have been divided into chapters and each chapter is based on a topic such as the environment, cultural and natural resources, and open space. The redesign is intended to make the Plan easier to follow and more effective to implement.

COMMUNITY VISION

Over 200 Basin residents participated in the 2010 open houses and hundreds more at the 2011 Neighborhood workshops. The many activities included a prioritization exercise where the public was asked to rank various topics, such as open space, recreation, and walkability. Based on that exercise, the Planning Commission learned that the issues, identified from most important to least important, were:

1. Open Space
2. Recreation
3. Walkability
4. Wildlife
5. Less Density
6. Critical Land Protection
7. Water Conservation
8. Affordable Housing
9. Mass Transit
10. Traffic
11. Natural Resource Preservation

12. Local Economy
13. Recycling/Compost
14. Local Food
15. Energy Efficiency
16. Mixed Use Development
17. Growth
18. Green Building/Construction

MOVING FORWARD

State government forecasts for population growth in the County, and the Basin in particular, clearly demonstrate a need to prepare by the Summit County Council (the “County Council”) and the Planning Commission. This Plan and Code, as amended, are designed to better encourage economic growth and diversification and to manage development and redevelopment in a manner that will preserve and enhance the Basin’s quality of life, and in conformity with Section 17-27a-102 (a) of the Utah State Code which sets forth the standards for land use management:

(a) The purposes of this chapter are to provide for the health, safety, and welfare, and promote the prosperity, improve the morals, peace and good order, comfort, convenience, and aesthetics of each county and its present and future inhabitants and businesses, to protect the tax base, to secure economy in governmental expenditures, to foster the state’s agricultural and other industries, to protect both urban and nonurban development, to protect and ensure access to sunlight for solar energy devices, to provide fundamental fairness in land use regulation, and to protect property values.

This Plan reflects coordinated regional land use planning by and among the County for Basin and Eastern Summit County and Park City Municipal in preparation for anticipated growth.

The residents of the Basin agree that open space in the mountain setting of the Basin provides aesthetic value, recreational opportunities, wildlife management and protection, and promotes an amenity-rich community. Those amenities include:

- Large Tracts of Contiguous Open Space
- Recreation
- Interconnected Trail Systems (Walkability)
- Wildlife Preservation
- Density in Town and Resort Centers
- Sensitive Lands Protections
- Water Conservation
- Affordable Housing
- Mass Transit
- Traffic and Transportation Management
- Natural Resource Preservation
- Local Economy Protection and Enhancement

These core values define the purpose for land use planning and regulation to preserve and enhance the Basin. This Plan embraces and protects the mountain resort economy and character of the Basin by discouraging, and to the extent possible prohibiting, certain suburban development patterns which erode the unique character of the Basin. To that end, suburban development patterns in the Basin should be mountain resort in nature, with low densities of one unit per one hundred and twenty (120) acres, one unit per forty (40) acres, one unit per thirty (30) acres, one unit per twenty (20) acres, and one unit per ten (10) acres in certain instances. However, certain parcels of land may have previously approved and vested development entitlements by virtue of pre-existing development agreements, consent agreements, or settlement agreements. These agreements may have resulted in densities that are higher than the base densities described above.

MIXED USE AREAS

This Plan guides the growth and economic development of the Basin to occur in harmony with the unique aesthetic qualities of a mountain environment. Town Centers and Resort Centers are permitted in designated locations that are intended as areas where density should be concentrated. Each type of center serves a specific function as further stated in the Plan. The character of these centers, particularly the Town Centers, should be designed to reflect both traditional and new patterns in urban communities and phased to ensure proper growth and concurrency management.

These mixed use areas should benefit, not detract from, the general health, safety and welfare of the entire community. A variety of smart growth strategies to locate development in the most suitable locations should be considered. These strategies may include the use of density transfers, land acquisitions, conservation easements, and clustered development principles.

The Basin's changing demographics have created an economy no longer solely dependent on seasonal mountain resort business. Social and economic diversity and its associated demands are encouraged for the long term health of the Basin. Accordingly, this Plan and Code form a foundation for the complex, long range use of land through managed growth--balanced between competing demands of residential and commercial interests and preservation of ample and continuous natural areas and open spaces.

SUSTAINABILITY

The long term success of the Snyderville Basin will depend largely on future sustainability efforts. This Plan addresses sustainability throughout each Chapter, and more specifically in Chapter 5. Sustainability Goals, Objectives, and Policies in each Chapter are identified with this symbol:



Chapter 2

Land Use

GOAL: *Promote sustainable Land Use Planning Principles that preserve Critical Lands, maintain neighborhood character, protect the economic base, prevent sprawl, and provide efficient delivery of services.* 🌱

OBJECTIVE A: Encourage the creation of highly-livable neighborhoods and mixed use areas that are connected by open spaces and multi-modal transportation systems.

Policy 2.1: Identify, plan, and create neighborhood master planned specific areas where development/redevelopment should occur. These designated areas should be rezoned accordingly.

Policy 2.2: Identify specific areas where development should not occur and zone it accordingly.

Policy 2.3: Do not approve any new entitlements beyond base zoning until such time that existing entitlements are significantly exhausted.

Policy 2.4: Work with local, state, and federal agencies to create a multi-modal transportation network to support desired development patterns. The Snyderville Basin will be defined by its abundant open spaces, world-class resort amenities, and livable neighborhoods and not an expansive highway system.

OBJECTIVE B: Incentivize compact, dense, and nodal development, defined by abundant and contiguous open spaces, as well as a predictable process to achieve this goal through clear regulations in the Snyderville Basin Development Code.

Policy 2.5: Eliminate advisory language from the Code and include clear, predictable, and measurable standards.

Policy 2.6: Explore future smart growth strategies, which may include the use of density transfers, land acquisitions, conservation easements, and clustered development principles. Each strategy should include clear performance standards and design flexibility that is targeted to specific mixed use areas through future Code amendments

Policy 2.7: Establish reasonable development design principles to promote a quality built environment worth living in, working in, and/or visiting.

Policy 2.8: Discourage strip commercial development.

OBJECTIVE C: Create Zoning Districts that match existing development and/or promote desired future development.

Policy 2.9: Create residential zoning district to match neighborhoods that do not currently comply with existing Rural Residential zoning development standards without creating more entitlements.

Policy 2.10: Create a land use table for the current Town Center zoning district or rezone these development areas to a predictable land-use designation.

Policy 2.11: Create zoning district designations for development with land uses regulated by current or expired Development Agreements.

Policy 2.12: Maintain the residential character of existing residential neighborhoods.

Policy 2.13: Create new mixed-use, inclusive neighborhoods within existing development areas and/or future designated redevelopment areas.

Policy 2.14: Identify specific nodes where development and/or redevelopment will be encouraged and zone these areas accordingly.

Policy 2.15: Identify specific areas where development is discouraged.

OBJECTIVE D: Ensure future development is well designed and appropriately located.

Policy 2.16: Future commercial developments should be located in existing commercial areas, resort centers, town centers, mixed use areas, or future designated redevelopment nodes.

Policy 2.17: Within defined mixed use areas, a range of uses should be supported that are appropriate for each individual location and neighborhood, and may include small scale retail, offices, business and personal services, schools, and parks designed to meet the needs of the neighborhood.

Policy 2.18: Identify specific areas where mixed use areas may be appropriate in order to preserve natural open spaces and vistas, prevent urban sprawl, and promote the mountain resort community through managed growth. These areas should contain an appropriate mix of residential and commercial development as well as recreational opportunities that provide connections to existing and future community trails and transit facilities.

Policy 2.19: Any land use proposal, including, but not limited to the use of density transfers, that has the potential to significantly impact the existing neighborhood character should be analyzed within the context of the neighborhood planning area. This may result in the creation of a neighborhood master plan or require modifications to an existing master plan.

Policy 2.20: Encourage locally based and neighborhood commercial businesses.

Policy 2.21: Review regional commercial uses for their impacts to existing businesses, traffic/parking impacts, and architectural design. Regional commercial uses should be limited to existing commercial development areas and/or future designated redevelopment nodes.

Policy 2.22: Identify appropriate areas for light industrial/service commercial activities to meet the needs of local businesses and development activities. Light industrial/service commercial activities should be discouraged along scenic corridors or at community gateways.

Policy 2.23: Work to develop commercial areas to reduce the impact of: inappropriate site layout practices, large parking lot surface, artificial lighting, non-conforming signs, and building design.

Policy 2.24: Strongly discourage roadside or strip commercial development where there is continuous or intermittent linear development generally one store deep, one or more access points for separate properties and with highly visible parking located between the road and the building.

Policy 2.25: Discourage large scale commercial “one story” structures.

Policy 2.26: Encourage sustainable practices and predicable standards for commercial landscaping, lighting, signage, and parking. 🌱

OBJECTIVE E: Prevent the creation of new suburban low-density, dispersed (i.e. non-clustered) residential development.

Policy 2.27: New residential developments should be compact, connected, and incorporated whenever possible into mixed use/transit friendly areas.

Policy 2.28: New residential development should be located within existing and/or designated future redevelopment areas.

OBJECTIVE F: Use public infrastructure to direct development to desired growth areas.

Policy 2.29: All new development should utilize public water and sewer systems and be accessed by public roads and connected by multimodal transit systems.

Policy 2.30: All public infrastructure should be planned to direct future growth to existing development areas and/or future designated redevelopment nodes.

Policy 2.31: Work to ensure that all local policy documents relating to water, sewer, and road infrastructure are consistent with the objectives of this Plan.

OBJECTIVE G: Ensure the preservation of open space. 

Policy 2.32: Map significant open space and Critical Lands.

Policy 2.33: Work with landowners and non-profit agencies to protect open lands for the purposes of preserving scenic viewsheds, preventing the fragmentation of open lands, preserving important wildlife habitat, protecting watersheds, providing significant buffers between developed areas, and protecting Critical Lands. 

Policy 2.34: Use open space to actively connect communities.

Policy 2.35: Maintain extremely low density rural zoning for remote areas.

Policy 2.36: Review the potential of creating open-space zoning districts for conservation, wildlife, and/or public recreation purposes.

Policy 2.37: Review new development for potential environmental impacts and to demonstrate sensitivity to the natural environment including preservation of viewsheds, trees and native vegetation, water quality, and wildlife corridors. 

OBJECTIVE H: Preserve the Snyderville Basin's working farms and ranches, remaining unfragmented landscapes.

Policy 2.38: Work with property owners to maintain working farms and ranches as a viable industry.

OBJECTIVE I: Ensure a range of housing alternatives in self-contained, well-designed communities.

Policy 2.39: Support a variety of housing types.

Policy 2.40: Support the development of viable opportunities for affordable housing and home ownership.

Policy 2.41: Encourage the development/redevelopment of mixed use neighborhoods designed to protect the natural environment and connect to community open spaces. 

Policy 2.42: Incorporate integrated conservation design in order to preserve portions of the property for shared public open space through regulations in the Development Code.

Policy 2.43: Encourage alternatives to the conventional pattern of low-density dispersed single-family lot subdivisions for example by: 

- a. allowing the same number of units as allowed by current zoning, but in a more dense development on a portion of the property, or by

- b. strategic sales of small portions of the overall property in order to retain ranching, farming, or public open space on the remainder of the lands.

OBJECTIVE J: Improve or eliminate the negative impacts of legal non-conforming uses.

Policy 2.44: Support the elimination or improvement of non-conforming uses in order to bring properties into conformance and to eliminate land use conflicts.

Policy 2.45: Support the conversion of non-conforming uses to legal uses or to other uses that have reduced impacts.

OBJECTIVE K: Minimize the impacts of local and/or regional utility systems and related facilities on the environment and community character.

Policy 2.46: Review all proposed transmission lines, pipelines, communication towers, landfills, and truck hauling routes to minimize the potential impacts on local neighborhoods, the environment, open space, and wildlife corridors.

Chapter 3

Open Space

GOAL: *Open Space is the backbone of the Snyderville Basin economy. To the extent possible, preserve open space in the Basin that contains Critical Lands and recreational, cultural, and scenic spaces. Preservation of these lands and connections between them is necessary in order to support a healthy environment and to retain the sense of place, quality of life, and the economic success of the resort economy.* 🌱

In order to best achieve this goal, open space has been categorized into the following types based on specific attributes. Parcels may contain attributes of one or more categories of open space and each category may contain one or more of the attributes listed.

1. Pristine Open Space
 - a. Critical for environmental quality and ecological function, such as drinking water sources, watershed, and wildlife habitat and/or corridors. 🌱
 - b. Strictly limited development, use, access, or disturbance
 - c. Undisturbed, natural environment and scenic values are the priorities.
 - d. Any access allowed for passive recreation should be very limited and should be non-motorized single-track trails solely for the purpose of connecting trail spines and corridors, subject to an approved trails plan.
 - e. May be contiguous to other open spaces.
 - f. Is of sufficient size to achieve the purposes for which it is being protected.
 - f. An example is the USU Swaner Nature Preserve.
2. Managed-Recreational Open Space
 - a. May include Critical Lands. 🌱
 - b. Adjacent to or in close proximity to other open space.
 - c. Supports and is managed for passive recreation with public access with non-motorized trails and trailheads and paved transportation trails. 🌱
 - d. Examples include the Summit Park Forest Legacy open space, Hi Ute's Three Mile Canyon, Toll Canyon, and Quarry Mountain.
3. Active Spaces:
 - a. Spaces that are used more intensively than Managed-Recreational Open Space.
 - b. Easily accessible land that offers both passive and active recreational opportunities.
 - c. Fulfill recreational needs and services such as sports fields, non-motorized trails, trailheads, parks and facilities, bike parks, tennis courts, amphitheaters, golf courses, and ski trails.

- d. Land suitable for civic needs that serve the public, such as cemeteries and fairground facilities.
- e. Examples include Willow Creek Park, Matt Knoop Memorial Park, and Trailside Park.

4. Internal Public Spaces:

- a. Located in highly accessible public spaces for the purpose of providing areas for people to rest, gather, and socialize.
- b. Support features such as tables, benches, trash/recycling receptacles, bike racks, drinking fountains, public art, and restrooms where appropriate.
- c. Generally fragmented and contiguity to other open spaces is not a priority.
- d. Examples include Newpark Sun Calendar Plaza, pocket parks, and neighborhood playgrounds.



Pristine Open Space:
Swaner Nature Preserve



Managed-Recreational Open Space:
Summit Park Forest Legacy



Active Open Space:
Willow Creek Park



Internal Public Space:
Newpark Sun Calendar Plaza

OBJECTIVE A: Open space should be maintained and preserved according to its classification.

Policy 3.1: Conservation easements, deed restrictions, trail easements, and/or plat notes should be recorded confirming the purpose of the land and identifying restrictions.

Policy 3.2: Appropriate ownership and management entity, either public or private, should be determined at time of preservation.

- a. When open space lands benefit only a single development with limited to no public access, those lands should remain under private ownership.
- b. When open space lands are preserved that benefit the greater community and allow for greater public access and civic needs, those should be owned and managed by a public entity.

Policy 3.3: Management plans and regular maintenance needs should be implemented to ensure that the land's conservation values are maintained. 

- a. Open spaces should have a management plan that identifies operations and maintenance needs, including noxious weed control, on the property to ensure that its purposes are fulfilled. 
- b. Management of Pristine Open Spaces should minimize the use of chemical treatments, machinery, and vehicles in an effort to avoid impacts on the open space, water quality, and air quality, and minimizes noise. 

Policy 3.4: Concurrency policies should be in place for public entities to assure community recreation facilities and open spaces have adequate funding to address the impacts of future growth.

- a. Implementation of this policy should require that fees be collected in order to ensure that both residential and commercial projects contribute their proportional share.

OBJECTIVE B: Mechanisms, programs, and strategies should be in place to preserve lands as open space. 

Policy 3.5: The County has established the Basin Open Space Advisory Committee or "BOSAC" as a formal committee, created for the purpose of advising and providing input to the County Manager and County Council regarding the creation, preservation, and identification of open space within the Basin. The mission statement of the BOSAC is hereby incorporated by reference. BOSAC should also:

- a. Establish evaluation criteria for the acquisition of open space, pursuant to and consistent with the open space and other policies set forth in this and other chapters of the Plan.

- b. Assist in identifying, prioritizing, and making recommendations regarding priority open space;
- c. Recommend the acquisition of development rights from properties considered important to the community for open space purposes.

Policy 3.6: The County should develop on-going revenue sources earmarked for open space preservation including partnership with the Snyderville Basin Special Recreation District in providing opportunities for voter authorization of bond funds and concurrency programs.

Policy 3.7: The County should establish formal mechanisms for holding and transferring land and development rights from high priority open space areas.

Policy 3.8: The County should consider amending the zoning map and Code to support growth and development in identified mixed use areas to alleviate development pressure on land that meets the descriptions of open space.

Policy 3.9: The County should accept cash-in-lieu of open space where such funds can be more appropriately used to purchase development rights or open space at a more appropriate or significant location.

Policy 3.10: The County should establish and maintain cooperative strategies with local land trusts and, when possible, partner with other public, non-profit and private entities and/or other qualified land conservation groups to achieve the preservation of priority open spaces.

OBJECTIVE C: An adequate amount of open space should be preserved for all new developments and should be identified during the development review process. BOSAC may or may not be asked to advise on such open space parcels.

Policy 3.11: Critical Lands may be counted towards the minimum required open space.

Policy 3.12: While development should meet the open space requirements, it may be appropriate in large lot developments to allow limited open space to be incorporated into individual lots, provided that the open space is outside of fenced areas and is contiguous to Pristine or Managed-Recreational open space.

Policy 3.13: Open space that is required to be set aside in each development should, whenever possible, be contiguous to adjacent open space and protect hillsides and natural resources. 

Chapter 4

Recreation and Trails

GOAL: Promote a healthy lifestyle for residents and visitors through existing and new recreational opportunities and trail connections to meet the broad range of recreation needs of Basin residents and visitors.

OBJECTIVE A: Create a system of community parks, trails, and recreation facilities to service the entire population and visitors by working in conjunction with the Snyderville Basin Special Recreation District (“Basin Recreation”), a special service district of the County established for the purpose of providing public recreation facilities and services for residents of the Basin, their guests, businesses, and our resort visitors, including community parks, non-motorized community trails, recreational open space and public recreation facilities.

Policy 4.1: Community parks, trails and recreation facilities should be of sufficient size and located throughout the Basin in a manner that ties the neighborhoods together and promotes the overall sense of community and recreation family.

Policy 4.2: Ensure that recreation opportunities in the Basin grow in parallel with future growth.

Policy 4.3: Continue to seek opportunities for public parks, recreational open spaces, trails and recreation facilities.

Policy 4.4: Anticipate the need for future public park and recreation system improvements through a continuing review of existing inventory, analysis, and evaluation of resources.

Policy 4.5: Assess resident needs based on periodic community interest and opinion surveys conducted by Basin Recreation to help determine priorities for recreation facilities and track trends.

Policy 4.6: Foster regional recreational planning and interagency cooperation of public entities to collaborate on long term capital facility planning goals and development of joint use facilities to efficiently serve the taxpayers of the greater Park City community.

Policy 4.7: Basin Recreation has established “Mountain Recreation Standards” for recreation based on population. The Mountain Recreation standards are intended to provide a set of tools to establish clear direction for the amount, type and balance of recreation facilities to meet the needs of a growing population.

Policy 4.8: Work toward achieving an effective balance of Managed-Recreational Open Space preservation while meeting the need for active park space to include developed sports fields and support buildings.

Policy 4.9: The Snyderville Basin Community-Wide Trails Master Plan, as amended (the “Trails Master Plan”), provides detailed trail corridor mapping that identifies critical linkages in the Basin and connections to boundary trails. The intent of the Trails Master Plan is to ensure a public corridor to connect neighborhoods and activity centers, such as parks, schools, community facilities, and commercial areas, and to provide access to open areas, ridgelines, and public lands.

Policy 4.10: The Basin Recreation’s Capital Facilities Plan, as amended, includes plans for future recreation facilities, recreation facilities improvements, and important amenities for recreation in the Basin.

Policy 4.11: Secure public trail easements in an effort to carry out the community vision, implement the Trails Master Plan, and create a complete network of interconnected multi-use non-motorized trails in cooperation with other public and private entities. 🌱

Policy 4.12: Ensure that trails connect with Park City Municipal’s trail system and other local and regional trails to create a comprehensive County trails plan. Trails should be considered as having both a transportation and non-motorized recreation function. 🌱

Policy 4.13: Trail system improvements should be designed with the intent to protect and enhance environmentally sensitive areas. 🌱

Policy 4.14: Ensure adequate capacity is provided at trailheads located throughout the Basin to provide points of staging and support facilities to serve multiple user groups.

OBJECTIVE B: Encourage neighborhood recreation facilities that are intended to serve neighborhoods or individual developments. These facilities should be designed to enhance a neighborhood as a part of good project design and to provide a higher quality of life for the residents. Neighborhood facilities are not intended to attract persons from the community as a whole, but rather function as public gathering places within the neighborhood.

Policy 4.15: Development should provide for the reasonable recreational needs of residents within a development project, which may include construction of neighborhood parks, internal trail systems, or other recreation facilities.

Policy 4.16: Neighborhood parks, trails and/or recreation facilities are most appropriately developed and managed by individual developers or neighborhood/homeowner associations. These spaces should be easily accessible and help strengthen the identity of the neighborhood.

Policy 4.17: The Code should establish reasonable standards for parks and recreational amenities specifically designed to serve the neighborhood or project level demand.

Policy 4.18: Where possible, internal neighborhood trails should connect to the Basin's community-wide public trails system as described in the Trails Master Plan (the "Community-Wide Trail System"). 

Policy 4.19: Where appropriate, ensure that adequate capacity is provided at trailheads within the development project or neighborhood to provide points of staging and support facilities to serve multiple user groups. Trailheads within a development project or neighborhood that provide access to the Community-Wide Trail System may be accepted for dedication by Basin Recreation.

OBJECTIVE C: Recognize the desirability of multiple types of recreational services to meet the broad range of health, wellness and leisure interests of Basin residents and visitors. Several different types of opportunities exist to meet this need.

Policy 4.20: Private commercial ventures are an important aspect of providing recreation services for residents and visitors of the Basin. They typically operate as independent businesses that provide facilities, amenities and programs. Ski and golf resorts, commercial outfitters and sports, health, wellness and fitness clubs fall into this category.

Policy 4.21: Non-profit recreation entities are organizations established for the purpose of developing recreation amenities and/or providing programs that complement the purpose and goals of public and private recreation sectors. Utah Athletic Foundation and National Ability Center are examples of these entities.

OBJECTIVE D: The County recognizes the importance of the natural resources within the Basin and the surrounding areas and desires to preserve and maintain access to these scenic areas. 

Policy 4.22: Preserve public access to riparian corridors and fishable streams, including East Canyon Creek and Silver Creek Drainage (post remediation), for fishing, bird watching, wildlife viewing, and other passive recreational interests.

- a. These stream corridors are an important linear community parkway and all development should be sensitively sighted to protect this natural resource.
- b. New development should maintain public access to these corridors. Enhancement to these critical areas and habitats is encouraged.

Policy 4.23: Encourage and obtain access to the forest lands to promote hiking, mountain biking, bird watching, wildlife viewing and other similar non-motorized activities.

- a. All new development adjacent to these areas should ensure appropriate access to the back country through trail connections and open space view corridors.

- b. Provide adequate trailheads and parking to facilitate resident and visitor access to these backcountry areas.

Policy 4.24: Promote and encourage horseback riding and other equestrian uses. Equestrian trails should be designed to avoid “land locking” horse owners and provide them with trail access to appropriate areas.

Policy 4.25: Winter recreational opportunities, such as Nordic skiing, snow shoeing, dog sledding, and the like should be encouraged. Care should be taken to ensure that these activities are located sensitively, avoiding sensitive wildlife habitat.

Chapter 5

Sustainability, Cultural and Natural Resources

GOAL: *Identify cultural and natural resources and ensure that all development undertaken is compatible with and in harmony with the surrounding mountain and resort environment while maintaining ecological balance and protecting the scenic and historic qualities of the Basin as well as the economic base.*



OBJECTIVE A: Identify and recognize amenities important to the community heritage of the Basin and work to preserve such amenities to the greatest extent possible.

The County played an important role in the settlement of Utah and the West as a whole, with prominent westward trails, early settlements, and agricultural operations forming the foundation of the Basin. Therefore, heritage amenities are defined as:

- a. Sites where culturally significant historic events occurred
- b. Sites important to culturally significant people in history
- c. Historic trails, paths, and other transportation connections and corridors
- d. Structures more than 50 years old
- e. Past and present agricultural operations

Policy 5.1: Recognize agricultural operations as a significant and important use of the land and protect the rights of those uses.

Policy 5.2: A survey should be conducted to identify heritage amenities. Identified amenities should be of high priority for preservation through relocation, adaptive reuse, preservation in place, facade easements, conservation easements, or other methods.

Policy 5.3: Heritage Amenities and Cultural Arts Plan: Adopt a comprehensive Heritage Amenities and Cultural Arts Plan (the “Heritage Plan”) in the Basin. This Heritage Plan should provide specific provisions for the type, amount, and manner in which public art or heritage preservation will be incorporated into a development project, or cash-in-lieu contribution to public art in the Basin.

Policy 5.4: Heritage Preservation - Incentives: The County should consider appropriate incentives to property owners for the purposes of preserving heritage amenities.

Policy 5.5: Art and Economic Development: Allow opportunities for the arts and artists to participate in the visual enhancement of the Basin.

OBJECTIVE B: Identify and protect Critical Lands throughout the Basin, and ensure that development is limited or prohibited as appropriate. 🌱

Policy 5.6: Preservation: Work with developers to ensure that Critical Lands are properly identified within proposed project areas and preserved and avoided to the greatest extent possible. 🌱

Policy 5.7: Critical Lands Density: Development on Critical Lands is allowed at base density. No density incentives for development should be granted for preserving Critical Lands.

Policy 5.8: Critical Lands: Critical Lands defined in Chapter 11 of the Code are those lands which:

- a. Have slopes of thirty percent (30%) or greater, or
- b. Have geologic hazards and avalanche tracks, or
- c. Are within a 100-year flood plain, or
- d. Are Jurisdictional Wetlands as defined by the Army Corps of Engineers, or
- e. Are on ridgelines.

Policy 5.9: Critical Slopes: Slopes of thirty percent or more are declared to be critical areas because there is a high probability that onsite and downslope property damage and water quality, fisheries and wildlife habitat deterioration may result from their development. Revegetation difficulties are compounded by the Basin’s short growing season, making the reclamation of disturbed slopes more costly, and long term success of reclamation may be difficult. Development that accelerates the erosion of soil, and thereby contributes significantly to the sedimentation of stream corridors, should not be allowed.

Policy 5.10: Floodplains: All areas within a 100-year floodplain, or where the prevailing or potential natural vegetation is riparian, are declared to be critical to

the maintenance of the basin's hydrologic systems, fisheries and wildlife habitat. Development of floodplain areas has a significant potential to adversely affect wildlife, water quality, and, if it modifies the floodway, adjoining, upstream and downstream properties, roads and other public facilities. Development in floodplain areas may also be constrained by a high water table which raises the cost of installing and maintaining utilities. Finally, floodplain development adversely affects all taxpayers through public expenditures to prevent or clean up damages due to floods.

Policy 5.11: Avalanche Tracks: Development layout and design should avoid areas which may be adversely affected by avalanche tracks. All known avalanche tracks are declared to be critical areas because of the high probability that development in such hazardous areas may result in property damage, damage to public utilities and roads serving the development, and possible injury or loss of life.

Policy 5.12: Jurisdictional Wetlands: Jurisdictional Wetlands are declared to be critical since development in wetland areas has a significant adverse effect on water quality, the rate and volume of storm water discharge, and wildlife.

Policy 5.13: Ridgelines: Because of the importance of aesthetics to the economic viability of the Basin, views from the designated roadways (Interstate 80, State Roads 224 and 248, and US-40) are critical and ridgeline encroachment should be avoided.

OBJECTIVE C: Enhance, promote, and protect a sustainable development framework for the future. 

Policy 5.14: Water Quality: Coordinate with the Summit County Health Department to ensure watershed areas and well sources are protected through the implementation of Development Code amendments. 

Policy 5.15: Wastewater Systems: Develop a plan to implement strategies to construct/upgrade public sewer facilities. Where public systems are not available, promote the utilization of advanced wastewater systems. 

Policy 5.16: Storm Water: Coordinate with the Summit County Engineering Department to encourage sustainable and efficient storm water management practices. 

Policy 5.17: Irrigation: Promote advanced irrigation techniques, including the use of wastewater on golf courses and other large irrigated areas. 

Policy 5.18: Landscaping: Study and implement an urban landscaping management plan to be included in the Development Code to ensure the on-going health of the community flora. 

Policy 5.19: Preservation of Air Quality: Ensure that development does not contribute significantly to the degradation of air quality and minimizes the impacts of wood burning stoves, automobiles, or other similar air quality pollutants by:

- a. Coordinating with the Summit County Health Department to support and implement air quality initiatives. 🌱
- b. Prohibiting the use of new wood burning appliances and incentivize the replacement of old wood burning devices. 🌱
- c. Adopting an anti-idling ordinance. 🌱
- d. Coordinating with the Summit County Engineering Department to amend the Construction Mitigation Plan requirements to ensure mitigation of post emissions on constructions sites. 🌱

Policy 5.20: Transportation: Continue to work with Park City Municipal, the Utah Department of Transportation (“UDOT”), and others to develop, maintain, and promote a regional transportation system to help reduce air pollution in the Basin by:

- a. Coordinating with Summit County Public Works and the Engineering Department to study and adopt a multi-modal neighborhood transit enhancement plan. This plan should ensure that transportation routes function appropriately and meet the needs of the individual neighborhoods. 🌱
- b. Coordinating with Basin Recreation to continue updating the Snyderville Basin Trails Master Plan to enhance neighborhood connectivity and encourage a reduction in driving. 🌱
- c. Coordinating with Summit County Public Works, the Engineering Department, Basin Recreation, and the Park City School District to study and implement a safe route to schools program. 🌱

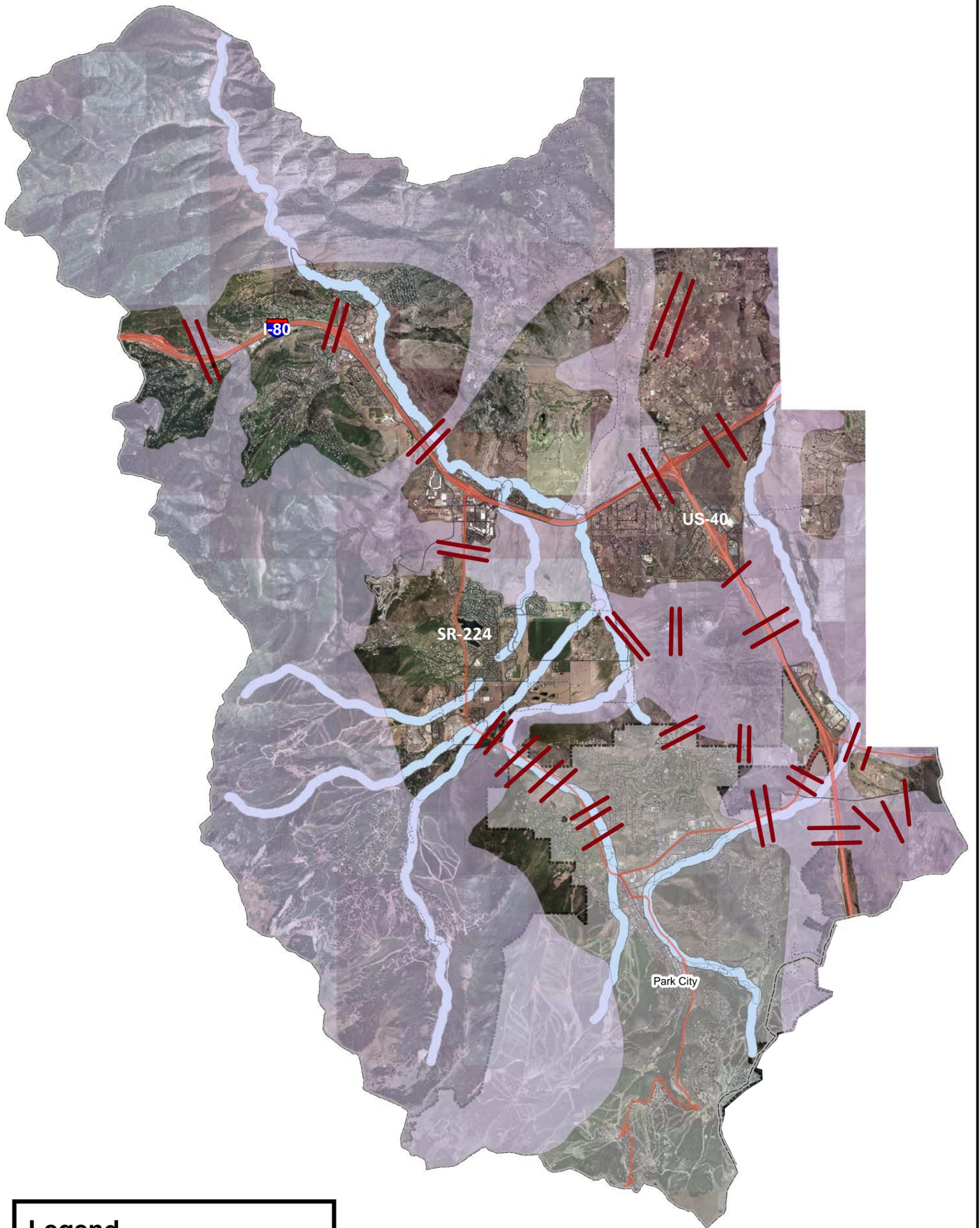
Policy 5.21: Site Design: Encourage community site design techniques that promote sustainable land use practices by:

- a. Implementing requirements for lot and building orientation to maximize sustainable design opportunities. 🌱
- b. Coordinating with the Summit County Building Department to implement incentives for energy efficiency and sustainable site design. 🌱
- c. Updating the lighting regulations to allow for the newest technologies that allow for the most efficient lighting. 🌱

Policy 5.22: Wildfire Management: Development layout and design should take into consideration the risks associated with wildfires. 🌱

Policy 5.23: Wildlife: Ensure the protection of wildlife and habitat from adverse impacts of development by:

- a. Coordinating with the Utah State Division of Wildlife Resources to map critical winter and summer ranges, birthing areas, and migration corridors. 🌱



Legend

-  sde.DBO.Migration_Routes
-  sde.DBO.Wildlife_Habitat
-  sde.DBO.Riparian_Areas

**Snyderville Basin
Wildlife Map**



Chapter 6

Housing Element

GOAL: Provide equal housing opportunities for all residents of the Basin by facilitating reasonable opportunities for a variety of housing, including low and moderate income housing.

OBJECTIVE A: Develop strategies to ensure that an adequate supply of housing is provided that meets the needs of various moderate and low income groups in the Basin identified in the Housing Needs Assessment, as updated.

Policy 6.1: Identify and implement a wide range of strategies to increase housing density and diversity in appropriate locations. Such strategies may include:

- a. Increasing allowed densities for affordable housing projects where appropriate and where adequate levels of services and amenities and transit can be provided, or the impact otherwise mitigated.
- b. Requiring new residential development to allocate a percentage of the units to be affordable.
- c. Requiring commercial, industrial, and resort projects to provide housing for a percentage of their projected workforce.
- d. Requiring a long term commitment of affordability.
- e. Cooperating with surrounding jurisdictions in the development and implementation of regional affordable housing strategies.

Policy 6.2: Encourage the private sector to build affordable housing.

Policy 6.3: Support a variety of housing consisting of a balance of types of housing, styles of housing, ownership category, unit sizes, and a range of affordability.

Policy 6.4: Study and implement strategies to achieve attainable housing in the Basin.

Policy 6.5: Allow the development of Single Room Occupancy (SRO) housing, group homes, community housing, emergency shelter and transitional housing, and supported living facilities for the elderly and persons with special housing needs, taking into consideration the proximity to public transportation, shopping, medical services, and other essential support services for the elderly and others with special needs.

Policy 6.6: Allow the development of seasonal housing to address the needs of the resort economy, through cooperation with current and future employers and housing agencies in the area.

Policy 6.7: Support nonprofit agencies and organizations that provide shelter, housing, and related services to low and moderate income households.

Policy 6.8: Support the use of private, local, state, and federal assistance for housing development or preservation.

OBJECTIVE B: Support strategies that allow persons with moderate and low incomes to benefit from and fully participate in all aspects of neighborhood and community life.

Policy 6.9: Encourage in-fill housing development in mixed use areas that offer residents easy access to goods, services, jobs, transportation, and recreation.

Chapter 7

Services and Facilities

GOAL: *Maintain adequate service levels in regards to services and facilities that are best operated at the local government or quasi-governmental level. These services could include: essential health and safety services such as fire, ambulance, law enforcement, public health, utilities and infrastructure; and other services such as libraries, parks and recreation, public transportation, weed or pest management, and waste management and recycling.*

OBJECTIVE A: Coordinate and collaborate with applicable service providers to identify acceptable service levels and develop standards for measuring service delivery success.

Policy 7.1: Ensure that public health and safety services and facilities are available to citizens dispersed throughout the Basin.

Policy 7.2: Essential facilities should be designed to provide an acceptable level of service to the peak service demand. Other facilities should be designed to accommodate average demand. Temporarily reduced service levels may occur at times of peak service demand; however, reductions should not produce a meaningful threat to the public safety.

OBJECTIVE B: Developers should pay their proportional share of the costs of future facilities and services necessitated by new development. Costs for added facilities and infrastructure as a result of new development should not be passed on to existing residents and businesses.

Policy 7.3: Ensure that new development is able to provide, or is located near, existing or future planned adequate infrastructure such as reliable water and sewage treatment prior to development approval.

Policy 7.4: Coordinate with utility providers to ensure they are planning for facilities consistent with the Plan.

Chapter 8

Transportation, Circulation, and Connectivity

GOAL: *Promote a variety of transportation alternatives that provide convenient, reliable, and efficient services that meet the travel requirements of users.* 🌱

OBJECTIVE A: Use comprehensive multi-modal transportation planning to guide decision making. 🌱

Policy 8.1: Comprehensive Transportation Plan: Annually review and update as necessary the comprehensive long range Snyderville Basin Transportation Master Plan (the “Transportation Master Plan”). The County has adopted this Plan as the primary transportation planning tool that establishes a roadway classification system, a map showing the location of future roads and key improvements required, and a description of a local transit system needed to serve the community. The Transportation Master Plan is attached as an appendix to this Chapter.

Policy 8.2: Trails Plan: Coordinate with Basin Recreation on updates to their Trails Master Plan to address such items as location, construction, connectivity, maintenance, and funding of community wide trails. The County has adopted this as the primary Trails Plan for the Snyderville Basin.

OBJECTIVE B: The following principles should be incorporated into all transportation planning efforts in all development in the Basin.

Policy 8.3: Multimodal Streets: Streets and adjacent spaces should not be just a corridor for moving traffic, but make allowances for social interaction, walking, horseback riding where appropriate, and cycling. Motorized roadways should be constructed, or existing motorized roadways reconstructed, to allow for non-motorized transportation activities to occur through the most location-appropriate means, such as on sidewalks near the road, on trails that are separated from the road, or on widened shoulders. 🌱

Policy 8.4: Exhaust Alternatives Before Increasing Capacity: Study and implement strategies to regularly audit streets and transit systems for upgrades. All efforts should be made to use existing transportation resources to their maximum efficiency before new infrastructure is built. Expanding capacity of any roadway should be considered as a last resort. 🌱

Policy 8.5: Access and Level of Service: Access to major roadways, including highway and other arterial roads, should be limited and managed to maintain an adequate “level of service” and to maintain the “functional classification” of the roadway. Property owners should be responsible for coordinating access to optimize the location of roadway intersections.

Policy 8.6: Traffic Control and Management: The County should consider the implementation of traffic control and management measures, including, but not limited to the following components:

- a. Park and ride facilities at Kimball Junction, Quinn's Junction, Town and Resort Centers, and other appropriate locations; 🌱
- b. Programs limiting portions of roads to non-motorized vehicles or pedestrian use; 🌱
- c. Bicycle programs; 🌱
- d. Employer-based carpooling; 🌱
- e. Employer-sponsored flexible work schedules; 🌱
- f. Car and van pool programs; 🌱
- g. Local programs directed toward the community center, special events, and other high traffic generators. 🌱

OBJECTIVE C: Development should be designed to provide multimodal connectivity between adjacent subdivisions, commercial areas, or other developments. 🌱

Policy 8.7: Connectivity: All streets should be designed to connect to the larger network. Cul-de-sacs are generally discouraged, especially in areas where connectivity opportunities exist. The street pattern should be arranged to keep through traffic off local streets. Road patterns designed to allow traffic to speed through a neighborhood are not appropriate. 🌱

Policy 8.8: Internal Connectivity: Development should include a continuous system of sidewalks or pathways to connect all residential, commercial, parks, school and civic amenities, and other areas. Connections between internal pathway systems to the community system are also encouraged. 🌱

Policy 8.9: Walking distance: The distance between intersections should not exceed a distance that is comfortable for walking from place to place. 🌱

Policy 8.10: Traffic Calming: Traffic calming devices should be incorporated where appropriate. Reduced traffic speeds should be promoted on neighborhood roads with appropriate signs or other measures indicating road use by others such as children, horses, bicyclists, walkers, or fishermen.

Policy 8.11: Transit: Centrally located transit facilities should be placed within all new major developments.

Policy 8.12: Entry Corridors: The County, working with the UDOT, should adopt a landscape enhancement and management master plan for SR 224, SR

248, I-80, and US-40 corridors. The County should continue to work with UDOT to gain agreements regarding the placement of raised barrier curbs, landscaping along the road edges, and divided median strips within the identified entry corridors to provide additional enhancements in these areas.

OBJECTIVE D: The County should pursue local and regional mass transit opportunities to provide greater transportation efficiency. 🌱

Policy 8.13: Recognize the regional nature of traffic and commit to continue working with UDOT, Park City Municipal, Wasatch County, Salt Lake County, and other stakeholders to achieve regional mass transit cooperation. 🌱

Policy 8.14: Maximize existing infrastructure to accommodate for mass transit rather than building or expanding roads. 🌱

Chapter 9

Neighborhood Plans

In order to protect existing neighborhood characteristics and to promote cohesive planning in the future, the following Neighborhood Planning Area have been identified in the Snyderville Basin: Bitner Road, Canyons, Central Basin, East Basin, Highland Estates, Jeremy Ranch/Pinebrook, Kimball Junction, North Mountain, Old Ranch Road, Quinn's Junction, Rasmussen Road, Silver Creek, The Summit, Trailside, Utah Olympic Park, and West Mountain.

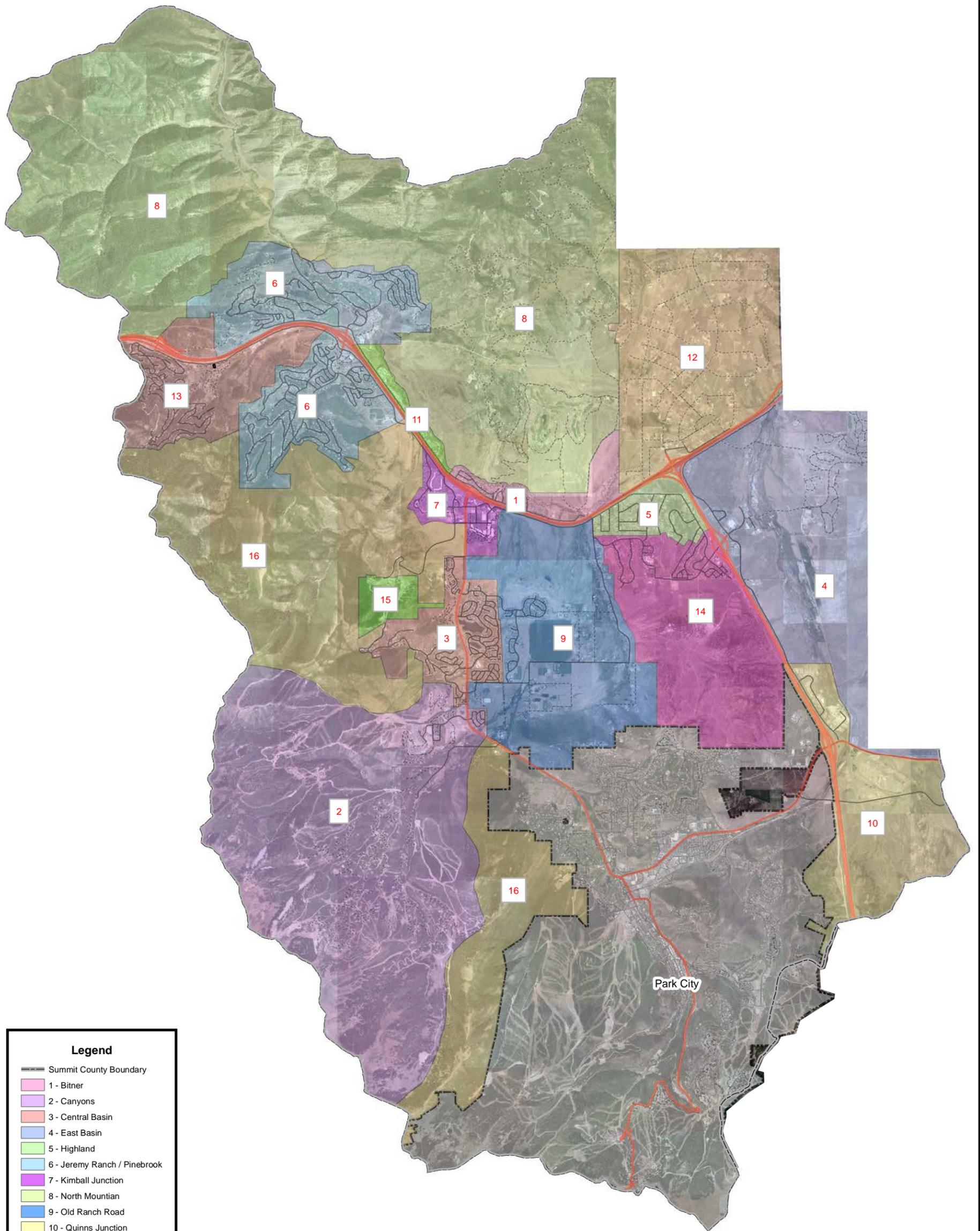
Although there are hard boundaries delineating each neighborhood planning area, it is important to recognize that how development occurs in one neighborhood may affect adjacent neighborhoods. It is the intent of this Plan to ensure that appropriate planning principles are adhered to not only within individual neighborhoods, but among them as well.

All neighborhoods within the Snyderville Basin should adhere to the goals, objectives, and policies found in the individual chapters of the Plan and summarized in the statements below. However, each neighborhood planning area will not lend itself equally to the application of only these goals, objectives, and policies based on their unique characteristics. Additional neighborhood design objectives and/or special considerations have been included for some neighborhoods.

Global Principles:

- **Chapter 1: Vision and Background**
All neighborhoods should support the resort and mountain character of the Snyderville Basin. Development should be designed to support a sense of community.
- **Chapter 2: Land Use**
All neighborhood development should focus on sustainable patterns of development with special attention given to the protection of Critical Lands, wildlife migration corridors, and view sheds.
- **Chapter 3: Housing**
All neighborhood development should adhere to the commitment to provide housing for moderate or low income residents.

- **Chapter 4: Cultural and Natural Resources**
All neighborhood development should protect and preserve culturally beneficial historical structures and natural resources with special attention given to access and connectivity of the community-wide trail system
- **Chapter 5: Open Space**
Preservation of open space is the highest priority of all neighborhoods. This is considered the most valuable characteristic which promotes the image and lifestyle enjoyed in the Snyderville Basin.
- **Chapter 6: Recreation and Trails**
All neighborhood development should give special attention to access for recreational opportunities for the residents of the neighborhood and Snyderville Basin.
- **Chapter 7: Services and Facilities**
All neighborhood development should provide for ease of access for public services such as police, fire trucks, and weed abatement.
- **Chapter 8: Transportation**
All neighborhood development should promote the community-wide connectivity and traffic flow of transportation.



Legend

- Summit County Boundary
- 1 - Bitner
- 2 - Canyons
- 3 - Central Basin
- 4 - East Basin
- 5 - Highland
- 6 - Jeremy Ranch / Pinebrook
- 7 - Kimball Junction
- 8 - North Mountain
- 9 - Old Ranch Road
- 10 - Quinns Junction
- 11 - Rasmussen
- 12 - Silver Creek
- 13 - Summit
- 14 - Trailside
- 15 - Utah Olympic Park
- 16 - West Mountain
- Park City Boundary

**Snyderville Basin
Neighborhood Planning Areas**



BITNER ROAD

Location

The Bitner Road neighborhood is bordered on the north by East Canyon Creek; on the west by the east end of the Rasmussen Road Neighborhood; on the south by Bitner Road that runs east and west; and on the east just beyond Bitner Road that runs north and south.

Zoning

The current zoning in this neighborhood is Rural Residential. The base density is 1 unit per 20 acres.

Neighborhood Description

The Bitner Road neighborhood is highly visible from Interstate 80 and others areas in the immediate vicinity. It contains a mix of single family detached, multi-family, and neighborhood commercial uses. The East Canyon Creek is an important community amenity in this neighborhood, which is located within the Swaner Nature Preserve. A unique feature in this neighborhood is the historic Bitner Ranch. It is important to recognize this is a community amenity and provide opportunities for preservation of this Ranch.

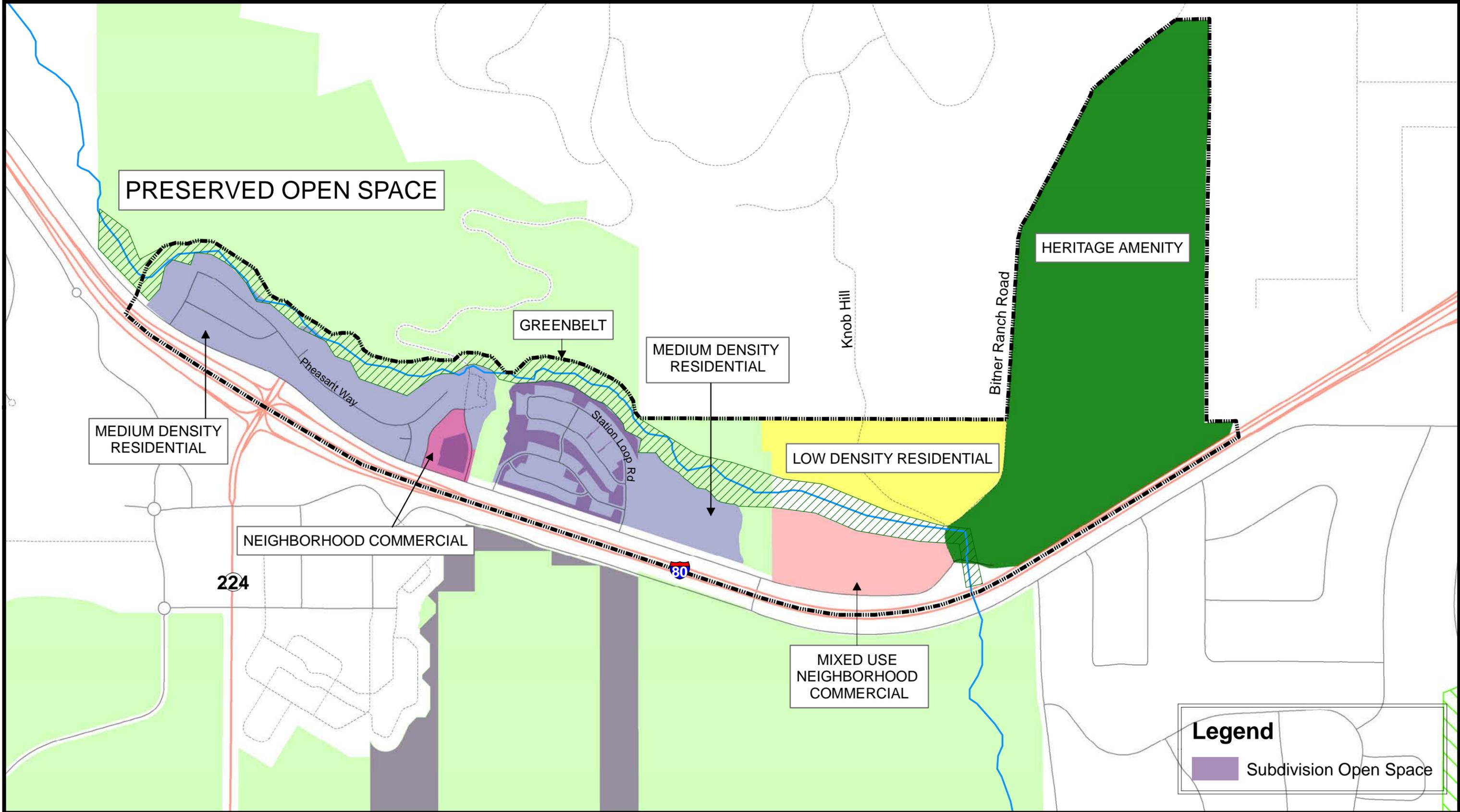
There are a few undeveloped parcels located within this neighborhood. While this is a linear neighborhood that parallels I-80, future uses should not be designed to create typical strip development patterns. Based on the boundaries of the neighborhood and current Development Code criteria, such as setbacks, development would occur in a linear pattern. The allowed

uses are currently limited by the existing Rural Residential zoning. Consideration should be given for future mixed-use developments and flexibility in design standards. This may occur through TDRs, future Code amendments and possible rezoning of parcels located within the neighborhood. Prior to utilizing TDRs, a neighborhood master plan may be developed. Future land use patterns should also be context sensitive in terms of infrastructure capacity.

Any future development should be sensitive to its surroundings, especially the East Canyon Creek corridor. Enhancements, including stream bank restoration and riparian plantings are appropriate.

This neighborhood is bordered on the east by the Silver Creek Neighborhood, which has one access in and out of the subdivision. Future connectivity options between the two neighborhoods should be studied and considered, not only for motor vehicles, but for pedestrians and other recreational users as well.





**Bitner Neighborhood Planning Area
DRAFT Future Land Use Map
January 2015**



CANYONS

Location

The Canyons neighborhood includes all the property located within the Canyons Specially Planned Area. It is bordered on the north by the Sunpeak area as well as the southern boundary of the West Mountain neighborhood; it is bordered on the east by a small section of SR-224 and the western boundary of the West Mountain neighborhood; it is bordered on the west by the Summit County/Salt Lake County boundary.

Zoning

The zoning in this neighborhood is a combination of Resort Center (RC), Rural Residential (RR), Hillside Stewardship (HS), and Mountain Remote (MR). The density in the RC zone is determined through the Specially Planned Area process (SPA). The base density in the RR zone is 1 unit per 20 acres; the base density in the HS zone is 1 unit per 30 acres; and the base density in the MR zone is 1 unit per 120 acres.

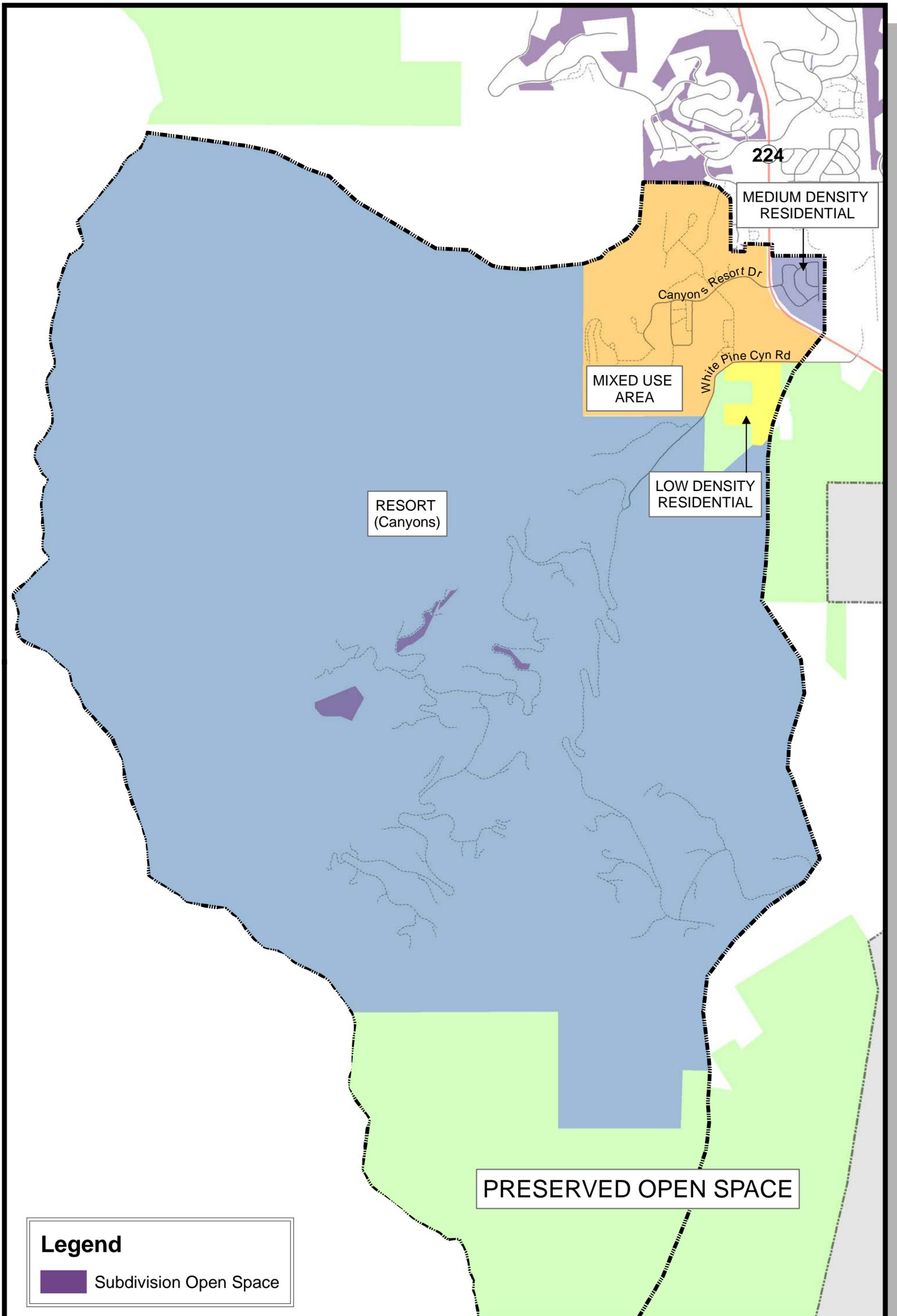


Neighborhood Description

The Canyons neighborhood planning area contains steep, mountainous terrain, and sensitive and critical areas. Canyons Resort is the fifth largest ski resort in the United States and has the most acreage in the States. The uses consist of a mix of single family detached, multi-family, commercial, and resort related facilities.

The Canyons planning area should be designed in accordance with the Canyons Specially Planned Area Development Agreement which is based on the following principles:

- Consideration should be given to the skiing capacity of the mountain for the development of future lifts, trails, and related on mountain services necessary to support the skiing operation.
- The density of the area should take into consideration the carrying capacity of the mountain for skiers, the ability of the developers to mitigate on and off-site impacts, and a substantial level of economic/tax base benefits accrued to Summit County.
- Development should be tightly clustered in and around the resort cores in a manner that is transit and pedestrian friendly to minimize the use of automobiles.
- In the Resort Core, resort accommodations should be provided rather than primary dwelling units. Primary dwelling units may be considered in areas outside of the Resort Core.
- Consideration should be given for the allowance of clustered, high density development in exchange for open space preservation in the Resort Core.
- A key objective in this area is to provide a quality recreation experience, without detracting from the aesthetic appearance of the landscape and causing disruptions of the existing mountain views.
- Environmental enhancements, conservation and preservation of the natural resources in the planning area should be considered.
- Traffic reduction measures and pedestrian connections are a high priority in this area. On-going opportunities to provide regional transportation solutions should be explored.
- Facilities and activities necessary to promote a year-round resort and meet the needs of the residents of the Snyderville Basin are encouraged to be developed in this planning area.
- Cooperation with the Snyderville Basin Special Recreation District regarding the incorporation of trails and other recreational facilities is a priority in this neighborhood.



**Canyons Neighborhood Planning Area
DRAFT Future Land Use Map
January 2015**



CENTRAL BASIN

Location

Central Basin is located on both the east and west sides of SR-224. The east side is bordered on the north by the Swaner Nature Preserve; on the east by the western boundary of the Willow Creek Estates Subdivision; on the south by Old Ranch Road; and on the west by SR-224.

The west side includes Bear Hollow Village and is bordered by Utah Olympic Park; it is bordered on the east by SR-224; it is bordered on the south by Canyons Resort; and on the west by the eastern boundary of the West Mountain Neighborhood planning area.

Zoning

The zoning in this neighborhood is a combination Rural Residential (RR) and Hillside Stewardship (HS). The base density in the RR zone is 1 unit per 20 acres. The base density in the HS zone is 1 unit per 30 acres.

Neighborhood Description

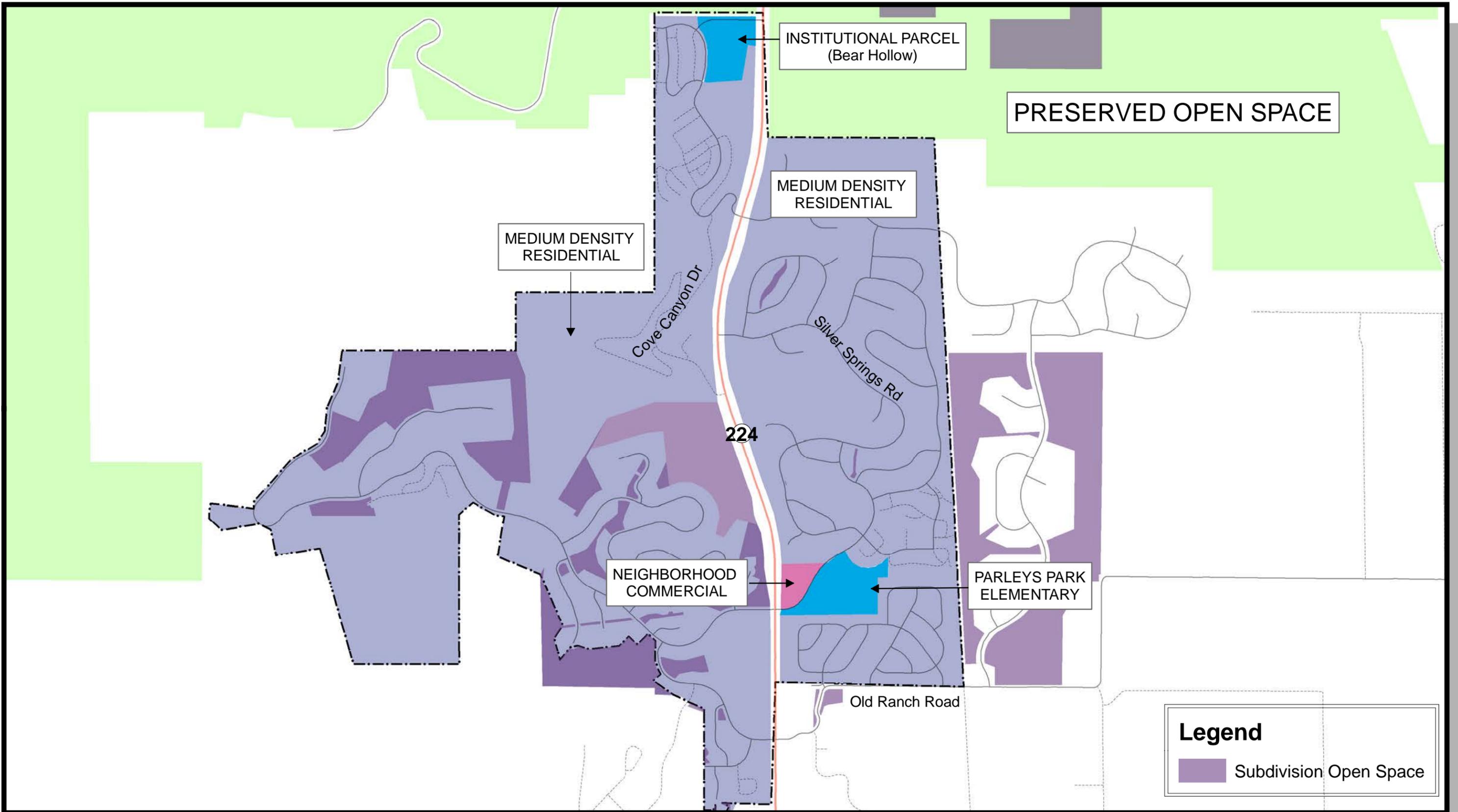
The Central Basin neighborhood is comprised mainly of residential subdivisions that are mostly built out, with a few small pockets of neighborhood commercial uses, an elementary school, and institutional uses.

The east side of SR-224 is mostly flat while the area west of SR-224 contains varying degrees of topography. A section of the Millennium Trail is located in this planning area on the west side of SR-224. This is an important community amenity.

Future pedestrian connections should be considered to provide a safe passage across SR-224 for pedestrians wanting to access the elementary school, churches, or other existing commercial uses.

It is the goal of this neighborhood to maintain the existing residential characteristics, ensure that commercial uses are designed to be in scale with the neighborhood, and allow for redevelopment opportunities in the future.





**Central Basin Neighborhood Planning Area
DRAFT Future Land Use Map
January 2015**



EAST BASIN

Location

The East Basin neighborhood is located east of US-40 and extends east to the Snyderville Basin Planning District boundary. It is bordered on the north by Interstate 80; and extends south to the northern boundary of the existing Space Place Storage.

Zoning

The zoning in this neighborhood is a combination of Rural Residential (RR) and Community Commercial (CC). The base density in the RR zone is 1 unit per 20 acres. The density in the CC zone is determined by the ability of the proposed development to meet all required development and performance standards and criteria set forth in the Development Code.



Neighborhood Description

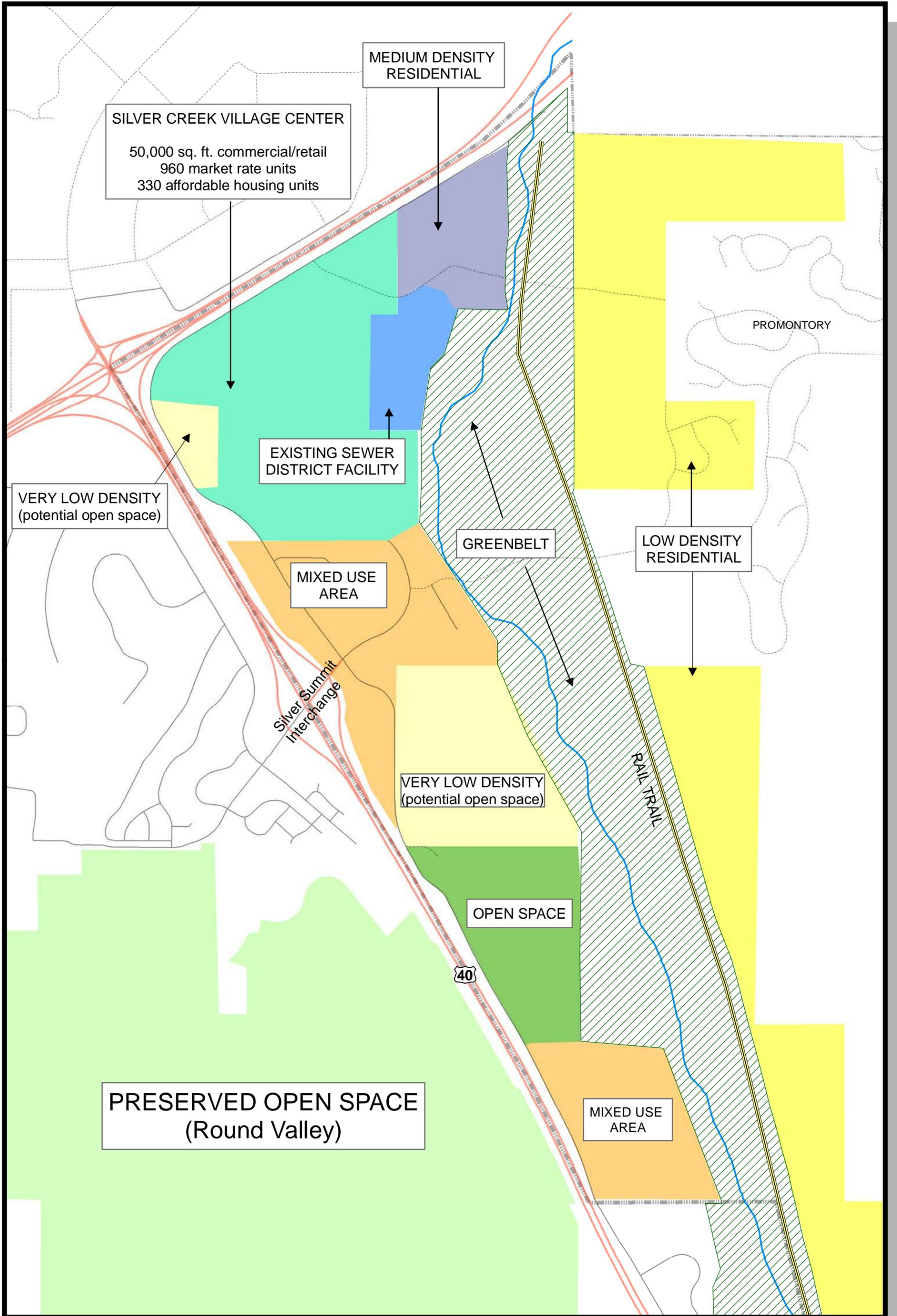
The East Basin neighborhood is highly visible from US-40 and others areas in the immediate vicinity. It is an important entry corridor into the Snyderville Basin and an additional entrance into Park City.

The dominant features of this planning area are large tracts of relatively flat open lands, a stream corridor, wetlands, floodplains, and soils contaminated by mine tailings. It also contains areas of clustered development around the interchange of US-40 and Silver Summit, with other commercial uses interspersed throughout. The Pace Frontage Road is a popular route for bikers.

The visual connectivity to existing open spaces is an important community feature and should be preserved as much as possible. Future design objectives that support this goal, such as locating structures at the outer edge of the meadow, clustering development near existing uses, and avoiding strip mall type patterns of development are encouraged. Protection of existing wildlife corridors is an important community value.

Consideration should be given for future mixed-use developments and flexibility in design standards. This may occur through TDR's, future Code amendments and possible rezoning of parcels located within the neighborhood. Prior to utilizing TDRs, a neighborhood master plan may be developed. Future land use patterns should also be context sensitive in terms of infrastructure capacity.

There are no existing residential uses in this planning area; however, the Silver Creek Village Center, which is a mixed use development, has been approved to be located on the southeast quadrant of Interstate 80 and US-40. This is a large development that will have a significant impact on the character of the East Basin neighborhood, such as increased traffic at the US-40 and Silver Summit interchange.



**East Basin Neighborhood Planning Area
DRAFT Future Land Use Map
January 2015**



HIGHLAND ESTATES

Location

The Highland Estates Neighborhood Planning Area is bordered on the north by Interstate 80; on the east by US-40; on the south by the northern boundary of the Trailside neighborhood; and on the west near Old Ranch Road.

Zoning

The zoning in this neighborhood is Rural Residential (RR) and Hillside Stewardship (HS). The base density in the RR zone is 1 unit per 20 acre. The base density in the HS zone is 1 unit per 30 acres.

Neighborhood Description

The Highland Neighborhood Planning Area consists of the Park Ridge and Highland Estates subdivisions. This neighborhood is one of the oldest single-family residential areas in the Snyderville Basin. The neighborhood is predominately characterized by single-family detached residences with an average lot size of 1.5 acres. The neighborhood is primarily built-out. A limited number of home-based businesses and other commercial activities have established in the

area which may be inconsistent with the Code and current zoning. A goal of this Neighborhood Planning Area is to preserve the existing residential character and ensure that incompatible uses are addressed.

The neighborhood design objective is to:

- Reinforce the use of detached single-family residential structures and related small scale accessory structures.
- Investigate the potential for the future upgrade of individual septic tank systems to a regional sewer system.
- Maintain reasonable standards for equestrian activities.
- Mitigate traffic impacts through the neighborhood.
- Enhance pedestrian, equestrian, and non-motorized trail connectivity between residential areas, schools, parks, and open space areas.
- Fencing that impedes or adversely affects wildlife or wildlife migration corridors should be discouraged.





**Highland Neighborhood Planning Area
DRAFT Future Land Use Map
January 2015**



JEREMY RANCH / PINEBROOK

Location

Jeremy Ranch is located on the north side of I-80 and Pinebrook is located on the south side of I-80. Jeremy Ranch extends north, just past Daybreaker Drive. It is bordered on the east by The Ridge at Redhawk Subdivision; on the south by I-80; and it extends west, just past The Woods at Parleys Lane and Moose Hollow Subdivisions. The Jeremy Ranch Elementary School and the commercial property to the west of the school are also included in this neighborhood.

Pinebrook is bordered on the northeast by I-80. It extends south just past Ecker Hill Middle School and continues south to include the subdivisions in Pinebrook, such as Ecker Hill and Pineridge. It then continues west just past the boundaries of developments such as Sunridge, Pinebrook Pointe, and Cedar Ridge. The commercial area at Quarry Junction is also included in this neighborhood.

Zoning

The zoning in this neighborhood is a combination Rural Residential (RR) and Hillside Stewardship (HS). The base density in the RR zone is 1 unit per 20 acres. The base density in the HS zone is 1 unit per 30 acres.

Neighborhood Description

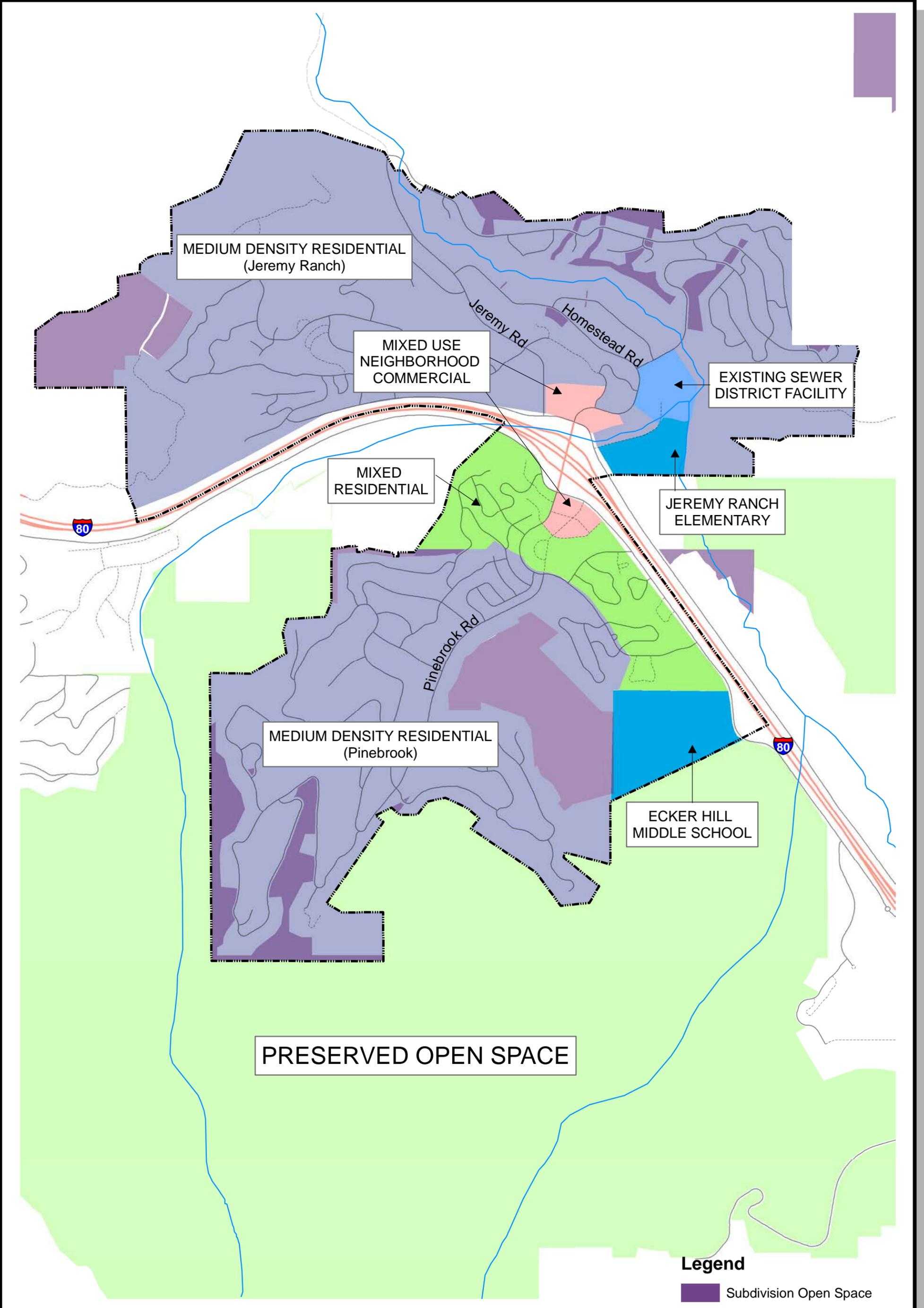
The Jeremy Ranch / Pinebrook neighborhood contains subdivisions that are largely built-out. They are primarily single family detached residential areas with some multi-family areas interspersed throughout. They both contain commercial areas; the commercial area in Jeremy Ranch is around the intersection of Rasmussen and Homestead Roads, and the commercial area in Pinebrook is primarily located in the southeast quadrant of Kilby and Pinebrook Roads. A significant portion of the

Jeremy Ranch subdivision is dedicated to a golf course.

This planning area is located in the entry corridor to the Snyderville Basin. Any future development should be compatible with the existing environment, including the preservation of open space, vegetation, and wildlife habitat.

Because this neighborhood is split by I-80, pedestrian and safer vehicular connections are a primary concern. Future alternatives should be explored in conjunction with the implementation of the Snyderville Basin Transportation Master Plan. Additional opportunities to provide for less congested and safer intersections should also be considered for the Rasmussen/Homestead and Pinebrook/Kilby Road areas.





**Jeremy Ranch / Pinebrook Neighborhood Planning Area
DRAFT Future Land Use Map
January 2015**



KIMBALL JUNCTION

Location

The Kimball Junction neighborhood contains property on both the east and west sides of SR-224. The east side is bordered on the north by I-80; on the east and south by the Swaner Nature Preserve; and on the west by SR-224. The west side is bordered on the north by I-80; on the east by SR-224; on the south by Summit County open space; and on the west by the Hi-Ute Ranch.

Zoning

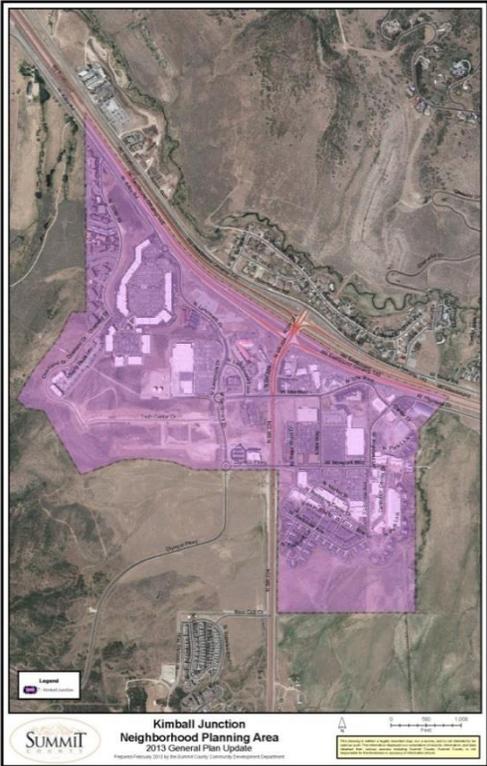
The zoning in this neighborhood is a combination of Rural Residential (RR), Town Center (TC), and Community Commercial (CC). The base density in the RR zone is 1 unit per 20 acres; the base density in the TC zone is determined through the Specially Planned Area process; the base density in the CC zone is determined by the ability of the development to meet all required development performance standards and criteria set forth in the Development Code.

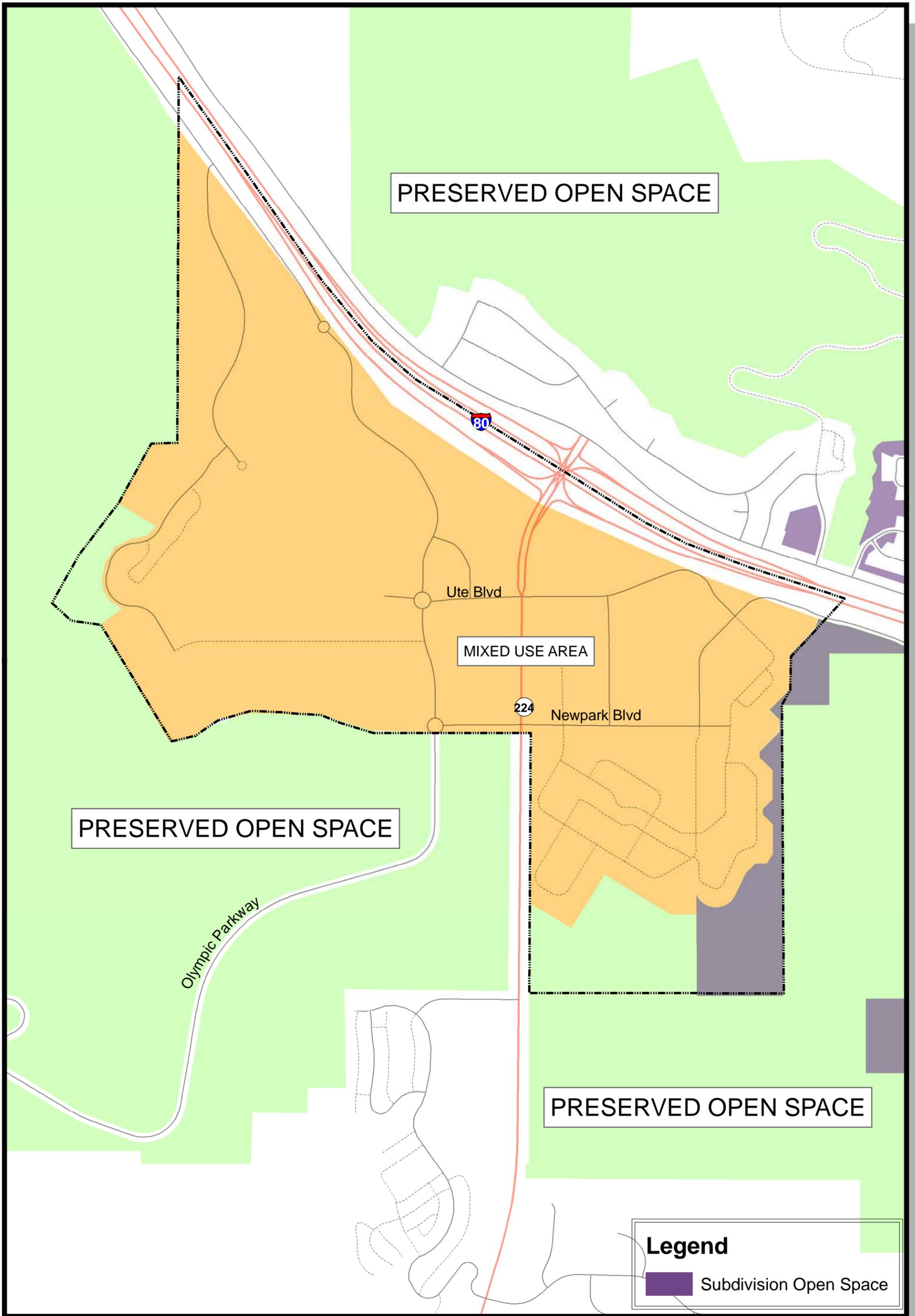
Neighborhood Description

The Kimball Junction neighborhood is the designated Town Center in the Snyderville Basin, which is the focal point for living, working, shopping, entertainment, and social interaction. It serves as a vital hub and employment center of the area. The Park City Tech Center is a significant development located within this planning area which is governed by a Development Agreement. It is important that the Town Center should remain an economically and socially viable area at Kimball Junction that promotes a sense of place and community identity that supports the mountain resort economy of the Snyderville Basin.

There are not many undeveloped large lots in this neighborhood so redevelopment and in-fill development is the most likely to occur. An appropriate mix of land uses, as well as various activity spaces and programs to encourage a sense of community, attracting people on a daily basis, are important objectives.

SR-224 that divides this neighborhood is the entryway to the Snyderville Basin and Park City. It is critical that the view from the road be one of quality, interest and sensitivity to the mountain environment. It is equally important that the roadway be able to operate in a safe and efficient manner. Summit County should continue to work with U.D.O.T. on future improvements to the roadway.





**Kimball Junction Neighborhood Planning Area
DRAFT Future Land Use Map
January 2015**



NORTH MOUNTAIN

Location

North Mountain is bordered on the north by the Summit County/Morgan County boundary; on the east by Bitner Ranch Road; on the south by East Canyon Creek and on the west by the Salt Lake County/Summit County boundary.

Zoning

The zoning in this neighborhood is a combination of Hillside Stewardship (HS) and Mountain Remote (MR). The base density in the HS zone is 1 unit per 30 acres. The base density in the MR zone is 1 unit per 120 acres.

Neighborhood Description

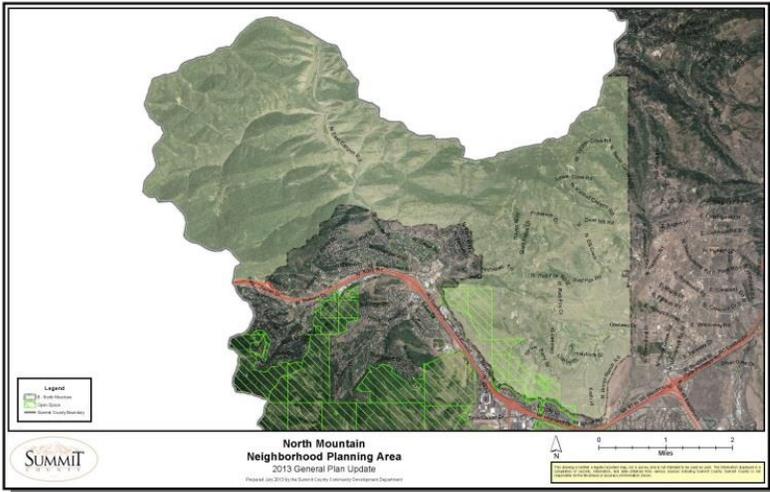
The North Mountain neighborhood contains large tracts of undeveloped land as well as existing subdivided areas for single family detached use. There are many miles of community trails throughout this neighborhood. The topography varies from generally flat to steeply sloped and the vegetation also varies from sagebrush to more dense hillside trees. Streams, wetlands, and other natural resources exist in this planning area. There are large tracts of preserved, protected open space in this neighborhood.

The appropriate long-term character is low density single family detached residential uses, with

structures appropriately clustered and sensitively sited in the mountainous terrain. The continuation of recreational opportunities, including trails (equestrian, pedestrian, and bicycle) and large area of open space suitable for the continuation of wildlife in the area are encouraged.

Other design considerations include:

- Fencing in the neighborhood is encouraged to be ranch style and wildlife sensitive with consideration given to the need to safely enclose and protect large animals and to promote the open character of the area.
- Curb and gutter is not appropriate in this neighborhood; drainage along roadways should be consistent with the rural character, such as the use of ditches.
- Streetlights are discouraged within this neighborhood, except those used to ensure the general health, safety, and welfare of the community.
- Special consideration should be given to the use of property located around the protected open space to ensure the future development won't diminish the character of that open space.



OLD RANCH ROAD

Location

The Old Ranch Road neighborhood is bordered on the north by Interstate 80; on the east just past Old Ranch Road; on the south by the boundary of Park City Municipal; and on the west by the east boundary of the existing North Shore, South Shore, Silver Springs, and other subdivisions in that vicinity.

Current Zoning

The zoning in this neighborhood is a combination of Rural Residential (RR) and Hillside Stewardship (HS). The base density in the RR zone is 1 unit per 20 acres and the base density in the HS zone is 1 unit per 30 acres.



Neighborhood Description

The Old Ranch Road neighborhood is a rural, residential area that contains mostly large lots for single family use. The Swaner Nature Preserve makes up approximately 725 acres on the north end of the neighborhood.

This planning area contains natural features, such as wetlands, stream corridors, agricultural meadows and hillsides. The area also contains some historic structures and equestrian uses. It is important to recognize the open, equestrian, and agricultural way

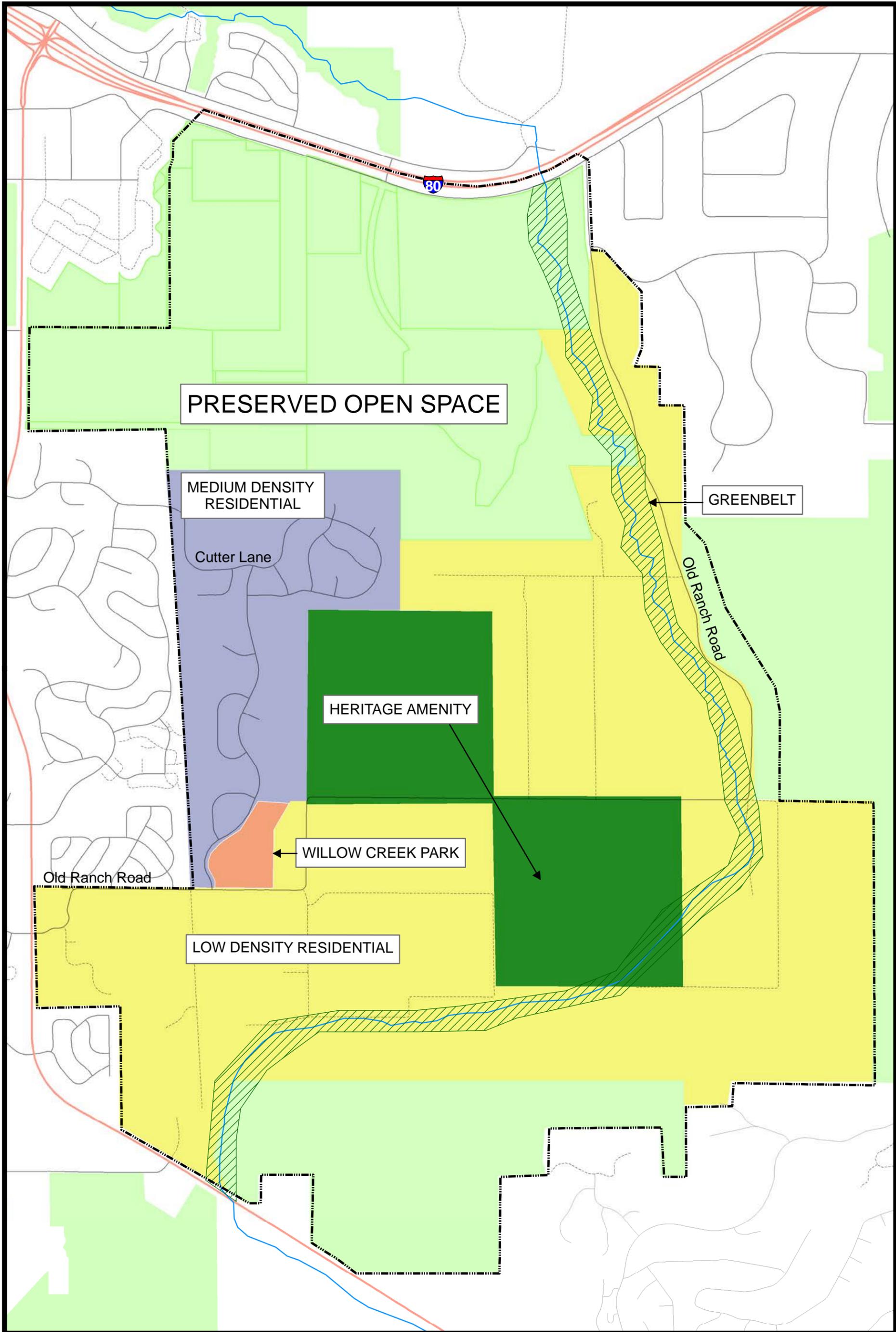
of life in order to maintain the mountain-ranching feeling. Preservation and enhancement of the existing natural resources is an important aspect of this neighborhood.

Old Ranch Road is designated as a multi-use transportation and recreational corridor as part of a neighborhood traffic calming program that has become a popular route for horseback riding, bicyclists, runners, dog walkers, and for access to the Round Valley trailhead and the Swaner Nature Preserve. The safety of those using Old Ranch Road, including the area residents and the recreational users should be taken into consideration. The historic character of the winding, narrow Old Ranch Road should be preserved, with consideration given to widening the road for future trails.

This neighborhood contains numerous existing lots that are not located with the boundaries of recorded subdivisions and large tracts of agricultural land. It is anticipated that development will occur, but it should be compatible with the existing large lot single family detached dwellings and equestrian uses which would be consistent with the open, rural character of the area.

Other design considerations include:

- Streetlights are discouraged within this neighborhood, except for those used to ensure the health, safety, and welfare of the community.
- In an effort to maintain an open, rural feeling, the use of curb and gutter is not appropriate; other methods, such as the use of ditches should be explored.
- Fencing in the neighborhood is encouraged to be ranch style, wildlife sensitive fencing with consideration given to the need to safely enclose and protect large animals and to promote the open, rural character of the area. Preservation of the natural features should be taken into consideration with any future development.
- A neighborhood gateway that reflects the character of the area may be considered at each end of Old Ranch Road.
- To minimize traffic and to provide for safety, additional road connections from outside Old Ranch Road should not be permitted.



**Old Ranch Road
DRAFT Future Land Use Map
January 2015**



QUINN'S JUNCTION

Location

Quinn's Junction is generally located at the intersection of SR-248 and US-40. It begins on the south boundary of the existing Space Place Storage units; it is bordered on the east by the Rail Trail; it is bordered on the west by US-40.

The southeast section of Quinn's Junction is south of SR-248; it is bordered on the west by US-40 and bordered on the east by the Wasatch County line; it extends south to the Wasatch County line. There is a small section of this neighborhood that is located west of US-40 and east of the Park City Municipal boundary.

The property located west of US-40 is north of SR-248 and is surrounded by property in Park City Municipal's boundary.

Zoning

The zoning in this neighborhood is a combination of Service Commercial (SC), Rural Residential (RR), Hillside Stewardship (HS), and Mountain Remote (MR). The base density in the RR zone is 1 unit per 20 acres; the base density in the HS zone is 1 unit per 30 acres; the base density in the MR zone is 1 unit per 120 acres. The density in the SC zone is determined by the ability of the proposed development to meet all required development and performance standards and criteria set forth in the Development Code.

Neighborhood Description

The property located in the Quinn's Junction neighborhood is relatively flat and very visible from SR-248 and US-40. There are existing industrial and service commercial uses, a stream corridor, large blocks of undeveloped land, a small section of the Rail Trail, and a significant area containing soils contaminated by mine tailings and used for remediation elsewhere.

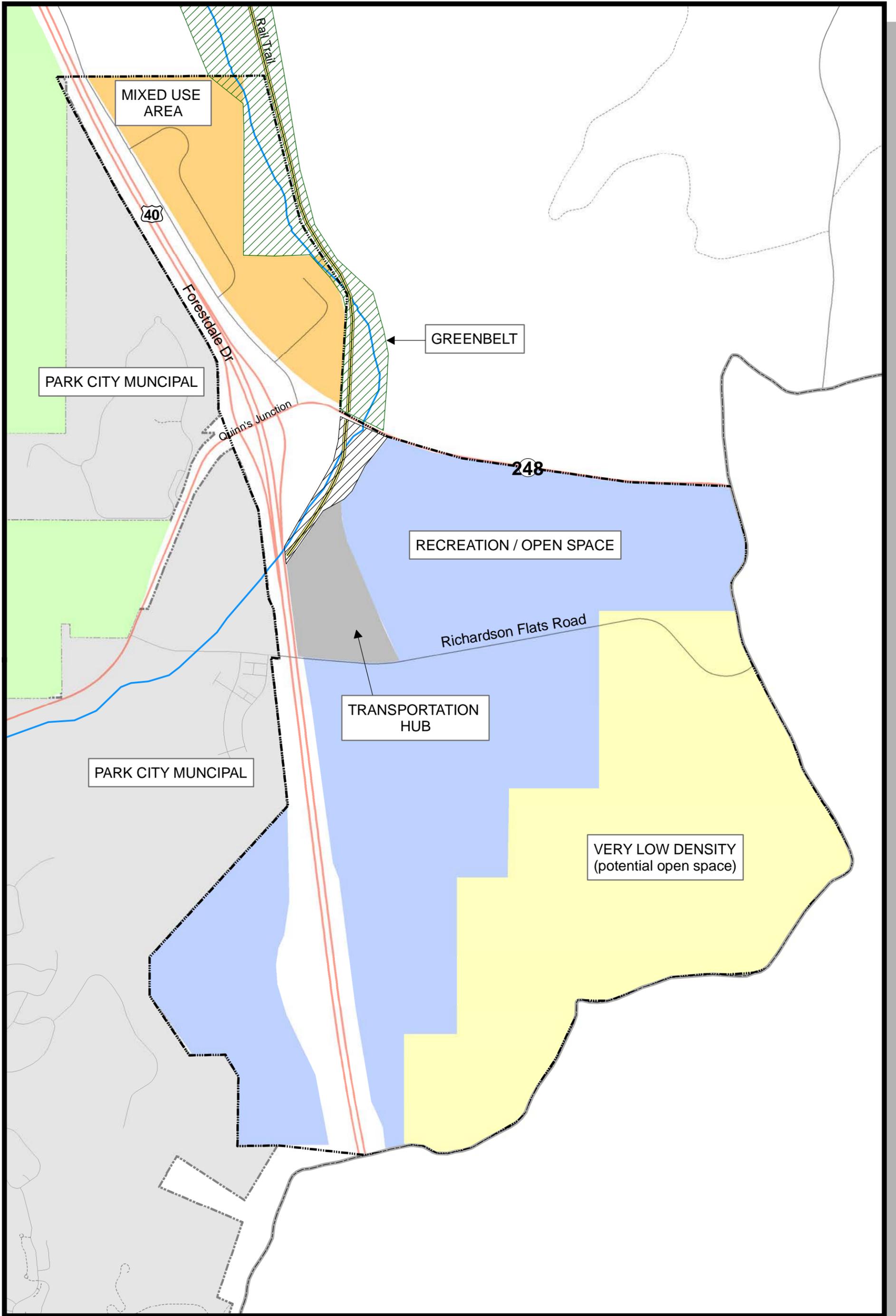
The types of uses in this area support a viable economy in Summit County. Recognizing this,

the continued use of and the expansion of additional service commercial and industrial uses should be considered, especially near the existing development located in the northeast quadrant of SR-248 and US-40. Appropriate uses may include general offices, business parks, manufacturing, and other service related and industrial uses.

The Pace Frontage Road is a popular route for bikers. Future development plans should include appropriate truck routes to the individual uses that are designed to serve the area, while ensuring the safety of other users on the frontage road. Additional impacts associated with industrial uses include noise, odors, dust, air quality, and other significant environmental concerns. All of these impacts need to be evaluated and appropriately mitigated.

This neighborhood is adjacent to Park City Municipal and Wasatch County. Ongoing communication with these jurisdictions is vital to ensure appropriate growth strategies are implemented that respond to the needs of each community, both individually and on a regional level.





**Quinns Junction Neighborhood Planning Area
DRAFT Future Land Use Map
January 2015**



RASMUSSEN ROAD

Location

The Rasmussen Road neighborhood is bordered on the north by Jeremy Ranch Elementary School; on the southwest by Interstate 80; on the southeast by the Spring Creek Subdivision; and on the northeast it extends just beyond East Canyon Creek.

Zoning

The zoning in this neighborhood is Rural Residential. The base density is 1 unit per 20 acres.



Neighborhood Description

The Rasmussen Road corridor is highly visible from Interstate 80 and others areas in the immediate vicinity. It is considered to be a primary entry corridor into the community and consists mainly of commercial uses that cater to the residents.

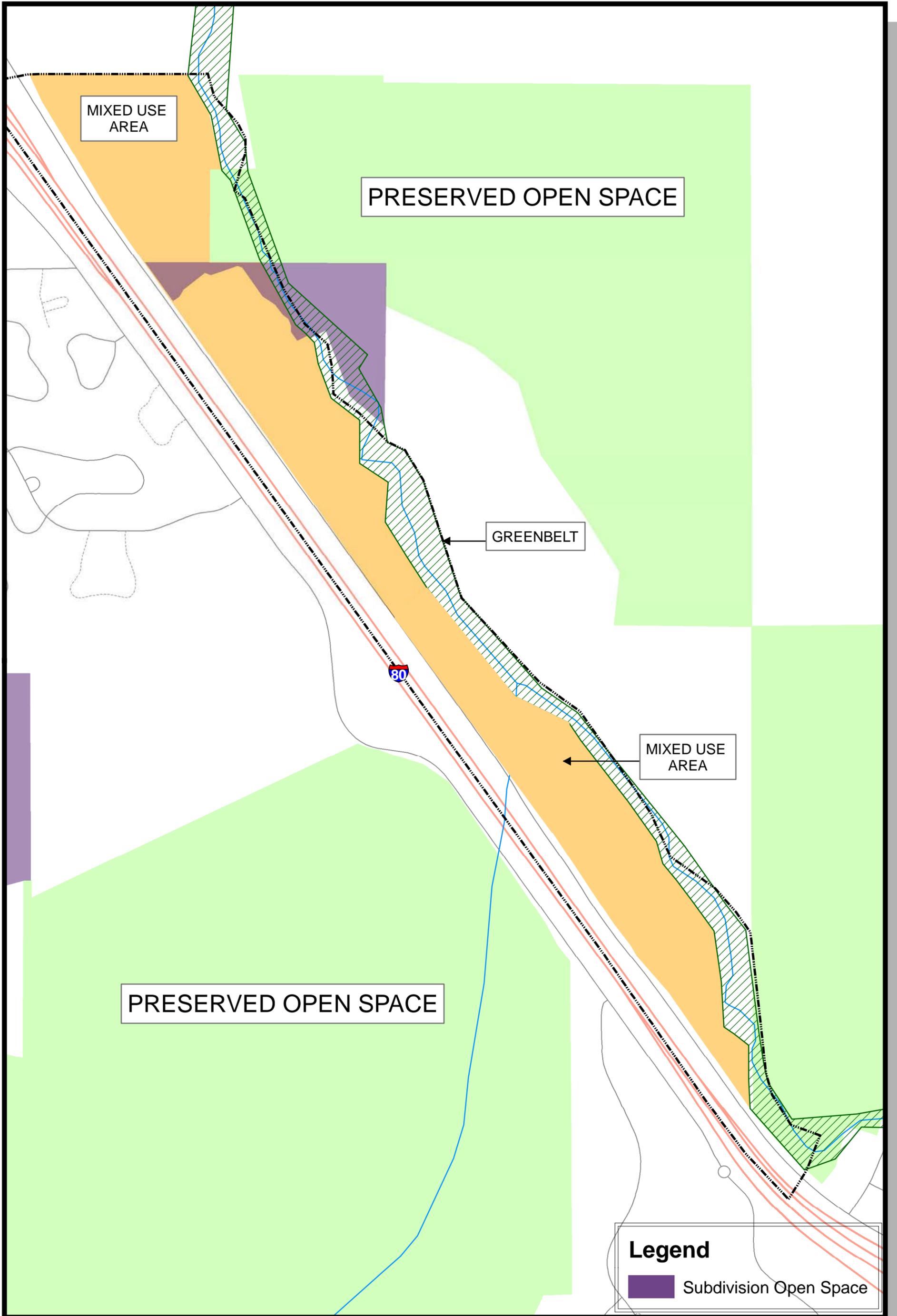
There are no existing residential uses in this planning area. The current zoning on the property is Rural Residential, which is not reflective of the current uses, nor is it consistent

with the anticipated future growth pattern. Consideration should be given for future mixed-use developments and flexibility in design standards. This may occur through TDR's, future Code amendments and possible rezoning of parcels located within the neighborhood. Prior to utilizing TDRs, a neighborhood master plan may be developed. Future land use patterns should also be context sensitive in terms of infrastructure capacity.

It is likely that some areas in the Rasmussen Road neighborhood are going to be redeveloped in the future as there are only a few remaining undeveloped parcels. Development of vacant parcels and redevelopment of existing uses are encouraged to provide economic vitality and more services and employment opportunities for area residents.

Because of the close proximity to the Jeremy Ranch Elementary School and the residences in the adjacent Spring Creek Subdivision, pedestrian connections are an important consideration for future development.

East Canyon Creek forms the neighborhood's northeast boundary and is an important community amenity, not just for this neighborhood, but the entire Basin. This corridor provides a significant opportunity for a trail connection along the north side of the creek between Jeremy Ranch and Kimball Junction. This trail meets the recreation and non-motorized transportation needs of area residents and businesses and fulfills Policy 4.9 of the General Plan as depicted in the Community-Wide Trails and Master Plan. New development or redevelopment of parcels along the corridor may provide opportunities for additional backcountry trail connections and trailhead/trailhead parking locations. Appropriate consideration should be given to property owners along the corridor who grant trail easements as a community contribution and as one criterion for incentive density.



**Rasmussen Neighborhood Planning Area
DRAFT Future Land Use Map
January 2015**



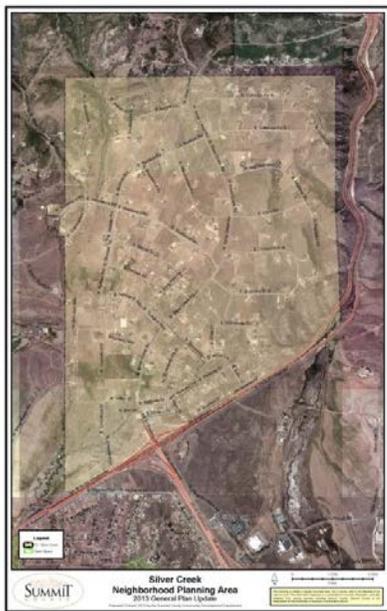
SILVER CREEK

Location

The Silver Creek neighborhood is bordered on the north and east by the Snyderville Basin/Eastern Summit County boundary; on the south by I-80; and on the west by the Bitner Neighborhood Planning Area boundary.

Zoning

The zoning in this neighborhood is a combination of Rural Residential (RR), Hillside Stewardship (HS), Neighborhood Commercial (NC), and Community Commercial (CC). The base density in the RR zone is 1 unit per 20 acres; the base density in the HS zone is 1 unit per 30 acres; the density in the NC zone allows structures to be up to, but not exceed 5,000 sq.ft.; the base density in the CC zone is determined based on the ability of a proposed development to meet all required development and performance standards and criteria set forth in the Development Code.



Neighborhood Description

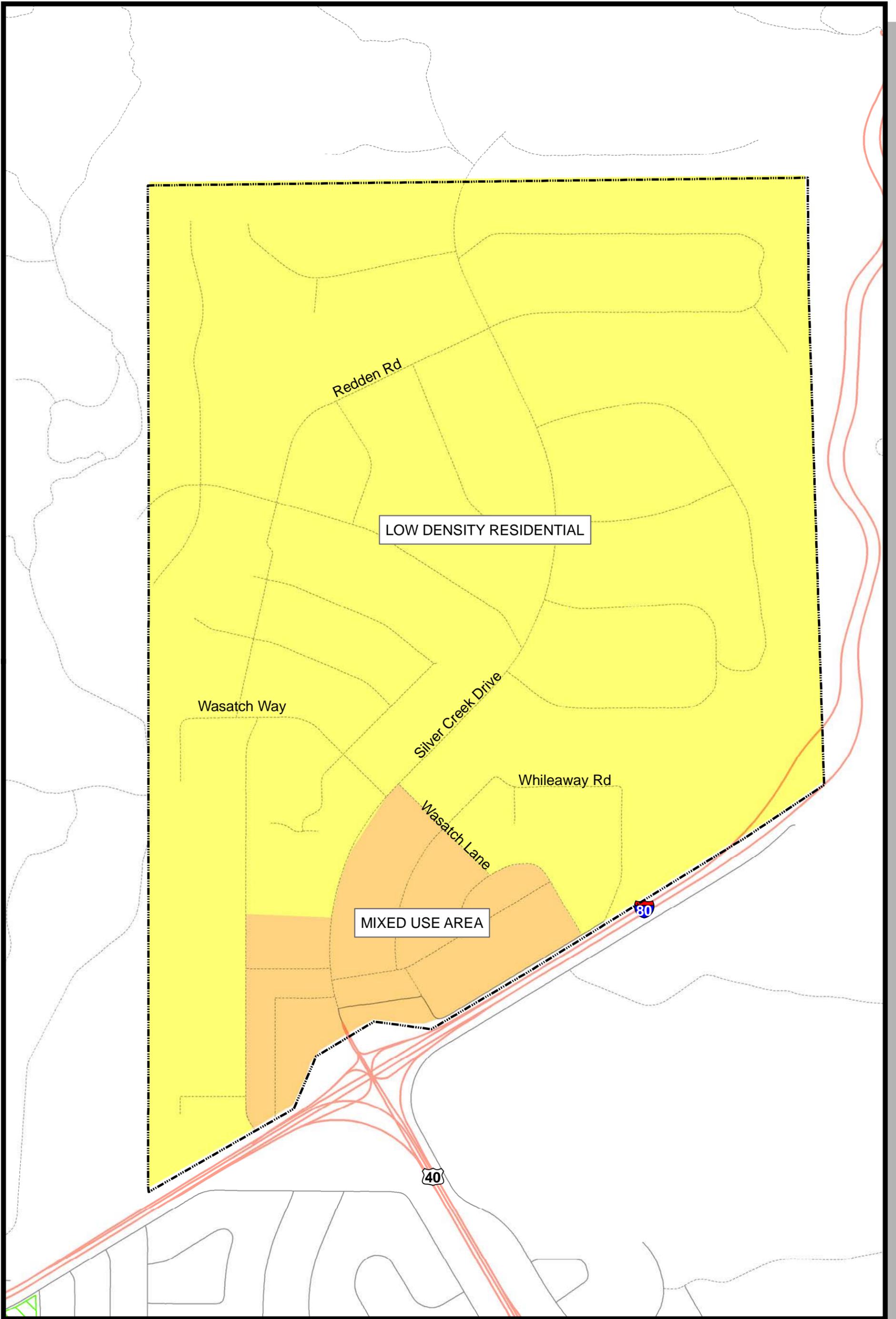
The Silver Creek neighborhood contains mostly residential and equestrian uses on large, existing subdivided lots, as well as a node of existing commercial uses and lots intended to serve the needs of the residents of Silver Creek

and the surrounding area. The neighborhood contains hillsides and some mountainous terrain that is highly visible from I-80 and US-40. There is one point of ingress and egress for Silver Creek that is accessed from the northern most end of the US-40 corridor.

Because of the equestrian and open nature of the area, future development should occur in a manner that takes into consideration the need for equestrian uses, such as trails and other facilities and maintaining a low density residential use; however, consideration may be given for a potential mixed use development given the proximity of the neighborhood to the Interstate.

There are concerns in this neighborhood regarding ingress and egress, water availability, and wastewater capacity. Provisions that would allow for future transportation alternatives resulting in further points of ingress and egress for vehicular and emergency services are encouraged. This may include a connection from the Bitner Neighborhood to the west. Future development plans should help facilitate a discussion with Service Area #3 regarding the availability of water in the neighborhood, as well as the extension of a sewer line into the neighborhood.

Other design considerations include fencing, streetlights, and the use of curb and gutter. Fencing in the neighborhood is encouraged to be ranch style, wildlife sensitive fencing with consideration given to the need to safely enclose and protect large animals and to promote the open and mountain character of the area. Streetlights are generally discouraged in this neighborhood except those used to ensure the health, safety, and welfare of the community. In an effort to maintain an open, rural feeling, the use of curb and gutter is not appropriate; other methods, such as the use of ditches should be explored.



**Silver Creek Neighborhood Planning Area
DRAFT Future Land Use Map
January 2015**



THE SUMMIT

Location

The Summit is located on both the north and south sides of I-80. The area on the north begins at the Summit Park interchange and extends east to the western boundary of The Woods at Parley's Lane subdivision; I-80 forms the neighborhoods southern boundary.

The area on the south is bordered on the north by I-80. It extends east past Gorgoza Park to subdivisions located in the Pinebrook area. It is bordered on the south by the boundary of Summit Park; and on the west by the Summit County/Salt Lake County boundary.

Zoning

The zoning in this neighborhood is a combination of Hillside Stewardship (HS) and Mountain Remote (MR). The base density in the HS zone is 1 unit per 30 acres. The base density in the MR zone is 1 unit per 120 acres.

Neighborhood Description

The Summit neighborhood is located primarily on steep slopes and in dense vegetation, including Summit Park and Timberline. Both these subdivisions were subdivided and platted in the late 50's to early 60's, prior to zoning regulations in Summit County. The majority of the area on the south side of I-80 is subdivided and mostly built-out with single family detached dwellings. There is also preserved, public open space. The area on the north side is mostly undeveloped. This planning area is the first impression provided to visitors entering Summit County from the west.

As most of this planning area was developed prior to zoning regulations some of the roads do not comply with the current infrastructure standards. Efforts should be made in the

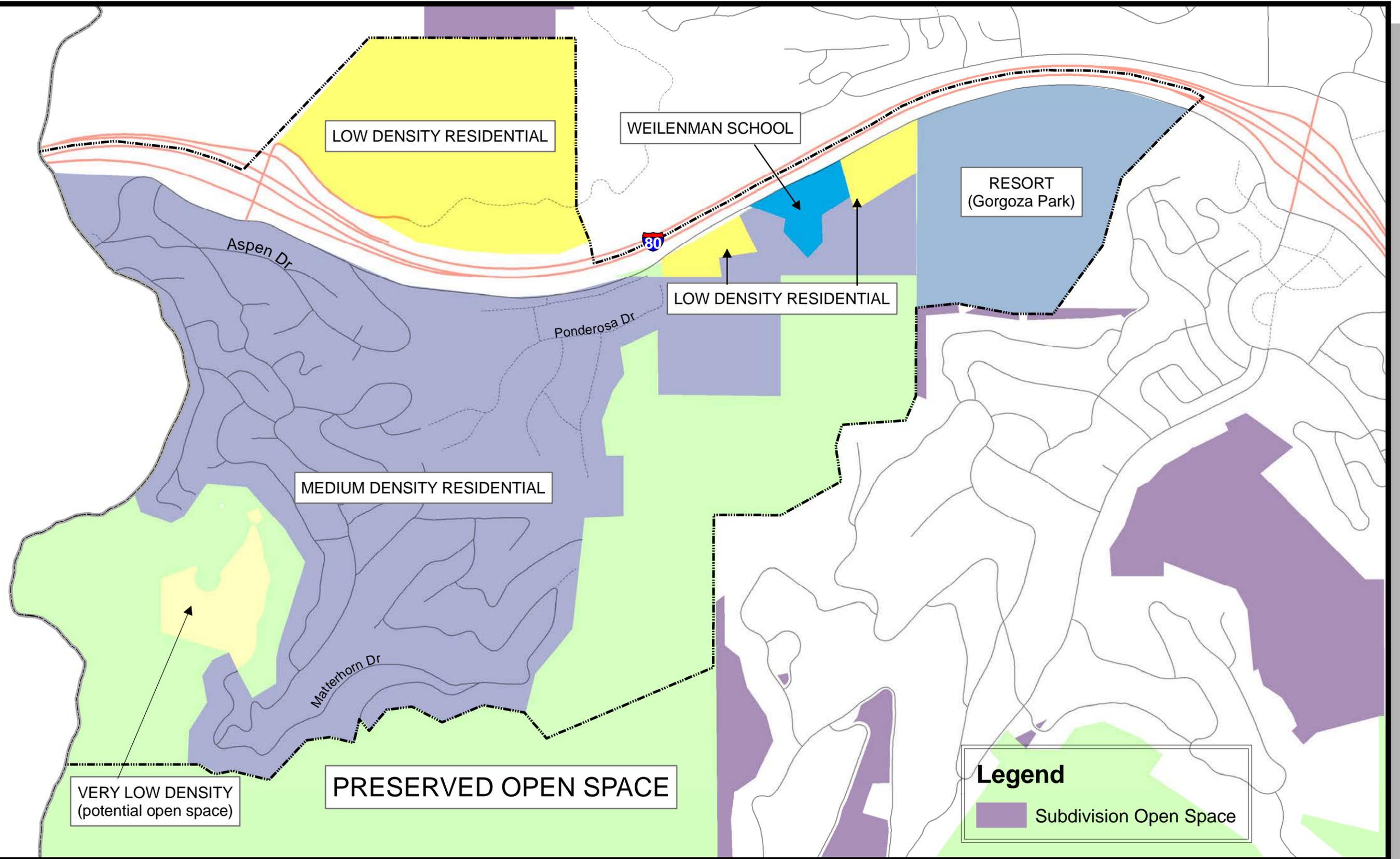
future to ensure that existing roads are modified to meet the Summit County regulations in order to ensure the safety of the residents and other users.

Due to the mountainous terrain, including dense vegetation and alpine meadows, this area is important for wildlife habitat.

Other design considerations include:

- Fencing is typically unnecessary, but where needed, should be wildlife sensitive so that it does not impede wildlife corridors or wildlife access to seasonal ranges, food, shelter, or water.
- Future development patterns should not create a hardscape wall effect or result in a linear development patterns. Views from the frontage road and I-80 should be maintained into the project.
- Drainage areas and hillsides should have limited development to help create view corridors and accomplish this objective.
- Special consideration should be given to the use of property located around the protected open space to ensure that future development won't diminish the character of that open space.





**Summit Neighborhood Planning Area
DRAFT Future Land Use Map
January 2015**



TRAILSIDE

Location

The Trailside Neighborhood Planning Area is bordered on the north by the southern boundary of Park Ridge and Highland Estates; on the east by US-40; on the south by the southern edge of Round Valley; and on the west near Old Ranch Road. This neighborhood is the northern portal to the greater Park City area

Zoning

The zoning in this neighborhood is Rural Residential (RR) and Hillside Stewardship (HS). The base density in the RR zone is 1 unit per 20 acre. The base density in the HS zone is 1 unit per 30 acres.



Neighborhood Description

The Trailside Neighborhood Planning Area includes Mountain Ranch Estates, Trailside, and Silver Summit Subdivisions. It is characterized by community open space, parks, a church, an elementary school, sports fields, bike-park, non-motorized trails, Basin Recreation District offices and Maintenance Facilities, and clustered, low-

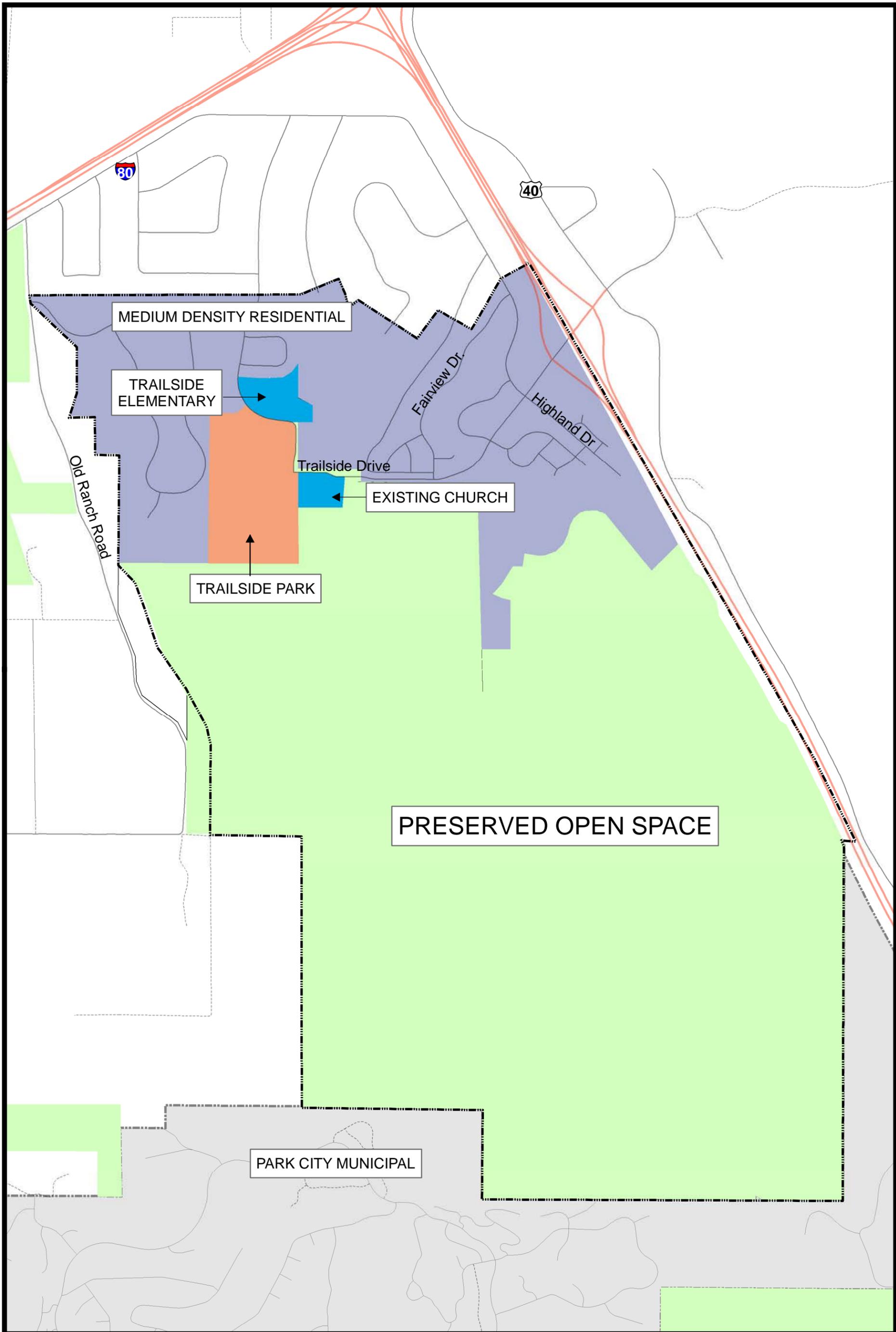
density detached single family residential development.

The north end of the planning area contains mostly clustered, detached single family residential lots in existing, platted subdivisions nearing build out. The south end of the neighborhood planning is comprised by the greater Round Valley area—a deed restricted open space preserve containing equestrian hiking and cycling trails, critical viewsheds, sensitive lands, and wildlife corridors. The viewsheds from this area are an important character defining feature of this neighborhood.

The remaining undeveloped lands in the neighborhood are critical for maintaining the strong and cohesive connectivity of the area.

The objective for this neighborhood is to:

- Preserve the existing public deed-restricted open space and recreation areas.
- Maintain and protect existing low-density, low profile single family detached residential, open space, and public land uses.
- Prevent development in sensitive lands or within critical viewsheds.
- Mitigate traffic impacts through the neighborhood to maintain safety for school, parks, pedestrian, equestrian, and cycling users.
- Enhance pedestrian, equestrian, and non-motorized trail connectivity between residential areas, schools, parks, and open space areas.
- Preserve and protect critical wildlife habitat and migration corridors.
- Streetlights and large parking area floodlighting should be discouraged within this neighborhood, except that which is necessary to ensure public safety.
- Fencing that impedes or adversely affects wildlife or wildlife migration patterns should be discouraged.



**Trailside Neighborhood Planning Area
DRAFT Future Land Use Map
January 2015**



UTAH OLYMPIC PARK

Location

The Utah Olympic Park is surrounded by property located within the West Mountain neighborhood.

Zoning

The zoning in this neighborhood is Resort Center (RC). The density in the RC zone is determined through the Specially Planned Area process (SPA).



Neighborhood Description

The Utah Olympic Park neighborhood planning area consists of an Olympic venue from the 2002 Winter Olympics and associated resort support facilities and features. A portion of the facility is located on a hillside that is highly visible from many areas within the Snyderville Basin.

The goal of this planning area is to ensure that training opportunities and support services are available and can be sustained for athletes, as well as ensuring the Park provides a unique opportunity and experience to the surrounding community, and the general public. New development should be located in the most appropriate areas on the site taking into consideration topography and views from the Kimball Junction area.

In addition to resort related facilities, residential uses that provide limited housing opportunities for athletes as well as workers are appropriate. This neighborhood should be designed in accordance with the Utah Olympic Park Specially Planned Area Development Agreement. Should that Agreement expire or otherwise no longer be applicable, the following design principles should apply to any future development.

- Minimization of the visual impacts to the Kimball Junction area should be taken into consideration when locating future development.
- The mass of larger buildings should be broken down into groups of smaller buildings, which should be clustered in areas that will minimize disturbance to the hillsides and other sensitive areas.
- Future trails and/or trailhead locations should be considered in conjunction with the Snyderville Basin Special Recreation District.
- Due to the visibility of the neighborhood from the Kimball Junction area, efforts to minimize lighting should be explored.
- Buildings should be designed to follow the natural terrain and help break up the mass.
- Due to the variation in topography, rooftop designs should be taken into consideration as roofs may be visible from above.
- Existing vegetation should be preserved as much as possible.
- Consideration should be given to flexibility in the sign provisions to facilitate potential signage that could provide information for not only the Utah Olympic Park venue, but other community activities as well.
- Traffic reduction measures are a high priority in this area. On-going opportunities to provide transportation to and from the Park should be explored.

PRESERVED OPEN SPACE

RESORT
(Utah Olympic Park)

224

Legend

 Subdivision Open Space

Utah Olympic Park
DRAFT Future Land Use Map
January 2015



WEST MOUNTAIN

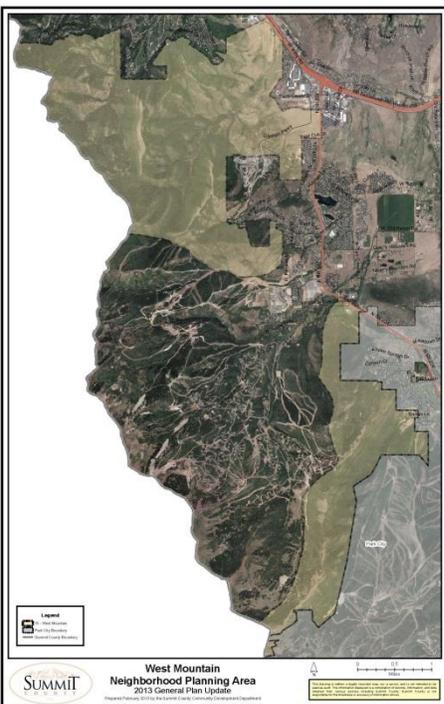
Location

West Mountain is located in 2 different areas. The first area is bordered on the north by the southern boundaries of Summit Park, Pineridge, and other adjacent subdivisions. It extends to the east, to the western boundary of the Park City Tech Center and includes the property surrounding the Utah Olympic Park; it continues south to the northern border of Canyons Resort; it is bordered on the west by the Summit County/Salt Lake County boundary.

The second area is bordered on the north by SR-224; on the east and south by the Summit County/Park City boundary; and on the west by the eastern boundary of property located in Canyons Resort.

Zoning

The zoning in this neighborhood is a combination of Rural Residential (RR), Hillside Stewardship (HS), and Mountain Remote (MR). The base density in the RR zone is 1 unit per 20 acres. The base density in the HS zone is 1 unit per 30 acres. The base density in the MR zone is 1 unit per 120 acres.



Neighborhood Description

The West Mountain neighborhood is generally a remote, mountainous area that contains varying degrees of topography, wildlife habitat, and sensitive and critical areas, with little to no development. There is a large area of preserved, public open space located in this neighborhood.

The intent of this Plan is to protect the remote, mountain character of this neighborhood and preserve the sensitive and critical lands, including existing open spaces, trails, recreation, wildlife migration corridors, and the scenic qualities.

The appropriate character of the neighborhood includes trails (equestrian, pedestrian, and bicycle), equestrian uses and facilities, large lot single family detached dwellings, and other uses that are both compatible with and preserve the mountain and open character of the land.

While development should be placed on the periphery of open spaces, efforts should be made to minimize the removal or disturbance of trees and hillside shrub vegetation. Protection of wildlife and the enhancement of wildlife habitats should be a high priority in this area.

Other design considerations include:

- Traffic speeds should be consistent with the remote mountain character of the neighborhood, which could include narrow pavement surfaces and curves at appropriate locations.
- Fencing in the neighborhood is encouraged to be ranch style and wildlife sensitive with consideration given to the need to safely enclose and protect large animals and to promote the open character of the area.
- Curb and gutter is not appropriate in this neighborhood; drainage along roadways should be consistent with the rural character, such as the use of ditches.
- Special consideration should be given to the use of property located around the protected open space to ensure the future development won't diminish the character of that open space.



MEMORANDUM

To: Summit County Council
From: Jennifer Strader, County Planner
Date of Meeting: March 18, 2015
Type of Item: Silver Creek Village Center Development Agreement Work Session
Process: Legislative Review

On September 28, 2011, the Summit County Council (SCC) approved a Specially Planned Area (SPA) designation for the Silver Creek Village Center. The SPA designation is a conditional designation only; the applicant is then required to submit a Development Agreement to implement the SPA.

A SPA designation is valid for twenty four (24) months from the date of Council approval. In order to vest the application with respect to use, density, configuration and other requirements, a Specially Planned Area Plan Application (Development Agreement) must be approved. The Development Agreement approval must occur prior to the expiration of the SPA designation or the SPA designation shall be null and void.

The applicant has twice revisited the SCC in order to extend the SPA designation expiration date to the current deadline of March 31, 2015.

Since the SPA designation was granted, the applicant has presented several variations of the proposed Development Agreement to Planning Staff. The current proposal has been reviewed by Planning and Legal department staff, with input from other agencies including Mountainlands Community Housing Trust and the Snyderville Basin Recreation District. In addition the Snyderville Basin Planning Commission formed a subcommittee to review the Development Agreement and to make recommendations as to the current form and content. The Planning Commission Subcommittee held meetings on the following dates:

August 12, 2014
August 26, 2014
November 18, 2014
December 8, 2014
January 20, 2015
February 18, 2015

A work session was held with the Planning Commission on February 10, 2015 and a public hearing was held on March 3, 2015. It was the decision of the Planning Commission to forward a unanimous positive recommendation to the SCC for the attached Development Agreement and Book of Exhibits.

The purpose of this work session is to provide Staff and the applicant with direction on items that may need further clarification and to answer any specific questions prior to a public hearing.

WHEN RECORDED RETURN TO:

Summit County Clerk
Summit County Courthouse
60 North Main
Coalville, Utah 84017

**DEVELOPMENT AGREEMENT
FOR THE
SILVER CREEK VILLAGE SPECIALLY PLANNED AREA
SNYDERVILLE BASIN, SUMMIT COUNTY, UTAH**

THIS DEVELOPMENT AGREEMENT for the Silver Creek Village Specially Planned Area (“Development Agreement”) is made and entered into effective as of the _____ day of _____ 2015 (the “Effective Date”), by and between SUMMIT COUNTY, a political subdivision of the State of Utah, by and through its County Council (the “County”) and LIBERTY CAPITAL LENDING, LLC, a Utah limited liability company and GAYLE LARSEN (“Developers” or sometimes each a “Developer”). The County and the Developers are sometimes referred to herein individually as a “Party” and collectively as the “Parties.”

RECITALS

A. Developer desires to develop a real estate project to be known as Silver Creek Village (“Silver Creek Village”), on 244 acres of land situated in the Snyderville Basin of Summit County, Utah, located generally on the southeast corner of Highway 40 and Interstate 80, as more particularly described in Section 2.3 herein. The Developers of the property consist of Liberty Capital Lending comprising roughly 219 acres and Gayle Larsen comprising roughly 25 acres of the Project.

B. The County has approved a Specially Planned Area, for the Project which sets forth therein such land use classifications, residential and commercial densities, and development locations as are permitted under this Development Agreement.

C. This Development Agreement identifies the standards and procedures that will be applied to the required administrative approvals contemplated in connection with the future development of the Project, as well as the construction of improvements of benefit to the Project and to address requirements for certain community benefits.

D. The County has established the Silver Creek SPA under the SPA provisions of the Code and the General Plan for the purpose of implementing development standards and processes that are consistent therewith.

E. In connection with entering into this Development Agreement, the County desires to receive certain public and community benefits and amenities and the Developers are willing to provide these benefits and amenities in consideration of the agreement of the County for increased densities over base density and intensity of uses in the Project pursuant to the terms of this Development Agreement.

F. This Development Agreement, which implements Silver Creek Village SPA Plan, provides detailed data regarding the site plan, open space, architecture, Developer obligations and contributions and other relevant data relating to the Project. The County and the Developer agree that each shall comply with the standards and procedures contemplated by the Silver Creek Village SPA Plan, this Development Agreement and its accompanying Exhibits, the Snyderville Basin Development Code (“the Code”), and the General Plan with respect to all required development approvals.

G. The County, acting pursuant to its authority under Utah Code Ann. § 17-27a-101, et seq., the Code, the General Plan, and its Administrative Guidelines, has made certain determinations with respect to the proposed Silver Creek Village Project, and in the exercise of its legislative discretion has elected to approve the use, density, and general configuration of the Project pursuant to the SPA Plan and as outlined in the Silver Creek Village Book of Exhibits, which are attached hereto and incorporated by reference herein, resulting in the negotiation, consideration and approval of this Development Agreement after all necessary public hearings.

FINDINGS

The County Council of Summit County, Utah (the “County Council”), acting in its legislative capacity, has made the following determinations with respect to the Silver Creek Village SPA Plan for the Project, including all findings of fact and conclusions of law as are necessary to make each of the following determinations:

1. Following lawfully advertised public hearings on February 9th, June 3rd, and July 27th, 2010, the Project received a recommendation for approval by action of the Snyderville Basin Planning Commission (“Planning Commission”) taken on August 24, 2010. The County Council held a lawfully advertised public hearing on September 14, 2011, and during a lawfully advertised public meeting on September 28, 2011, approved the Project under the process and procedures set forth in the 1998 Code, General Plan, and Administrative Guidelines. On July 31st the applicants requested an extension for the approval of the Development Agreement set to expire with the County on September 28, 2013 and were granted a one year extension by the County Council. On September 3, 2014, the County Council approved an additional extension of time until March 31, 2015 in which to have approved this Development Agreement.

Further, pursuant to various lawfully advertised public hearings held by the County Council on _____, the terms and conditions of this Development Agreement have been approved. In making such approval, the County Council made such findings as are required as a condition to the approvals, as reflected in the minutes of the above-referenced public meetings, and as reflected by the other enumerated findings herein.

2. The SPA Plan involves a phased Project that has a cumulative proposed project size in excess of 200 acres.

3. The SPA Plan, as reflected in and conditioned by the terms and conditions of this Development Agreement, is in conformity with the General Plan, any existing capital improvements programs, the provisions of the Code, to include concurrency and infrastructure requirements, and all other development requirements of the County.

4. The SPA Plan contains outstanding features which advance the policies, goals and objectives of the General Plan beyond mere conformity, including the following: (i) agreements with respect to design controls and limitations to minimize the visual impact of the development; (ii) the clustering and appropriate location of density preserving contiguous and meaningful open spaces, (iii) the creation of a significant trail system and park area connections and improvements; (iv) the provision for unique facilities and amenities to offset development impacts.

5. There exist adequate provisions for mitigation of all fiscal and service impacts on the general public (the County and its Special Districts).

6. The SPA Plan meets or exceeds the development quality and aesthetic objectives of the General Plan and Code, is consistent with the goal of orderly and appropriately placed growth in the Basin, and minimizes construction impacts on public infrastructure within the basin.

7. There will be no construction management impacts that are unacceptable to the County.

8. The Developer has committed to comply with all appropriate concurrency and infrastructure requirements of the Code, and all appropriate criteria and standards described in this Development Agreement, including all applicable impact fees to the County and its Special Districts.

9. The proposed development reasonably assures that life and property within the Snyderville Basin is protected from any adverse impact.

10. The Developer shall take appropriate measures to prevent harm to neighboring properties and lands, from development, including nuisances.

11. This Development Agreement implements the SPA Plan.

12. This Development Agreement shall govern the development and improvement of the Project from and after the effective date.

13. The increased densities and intensity of uses in excess of the base densities and uses within the SPA Plan are established pursuant to the Snyderville Basin Development Potential Matrix which was implemented through the SPA Plan as adopted by Ordinance # . The Project as set forth in this Agreement complies with the Development Potential Matrix requirements.

AGREEMENT

NOW, THEREFORE in consideration of agreements and obligations set forth below, and in reliance upon the findings and recitals set forth above, the County and the Developer hereby agree as follows:

SECTION 1

Certain Definitions with respect to this Development Agreement.

1.1 Allowed Uses: Those specific uses allowed within the Silver Creek Village as defined within this Development Agreement.

1.2 Area Median Income (AMI): The Summit County median income as determined annually by the Department of Housing and Urban Development.

1.3 Assisted Living Residences or Facility: A residential facility or facilities that provide supervision or assistance with activities of daily living (ADLs); coordination of services by outside health care providers; and monitoring of resident activities to help to ensure their health, safety, and well-being.

1.4 Blocks: Each Block is comprised of Parcels as identified in Exhibit C1.

1.5 Book of Exhibits: The Book of Exhibits shall be deemed a part of this Development Agreement and consist of the exhibits identified in Section 2.7 below.

1.6 Building Permit: A permit issued pursuant to the requirements of the Snyderville Basin Development Code, International Building Code and related building codes as applicable in the Snyderville Basin Planning District, including permits for grading, footings and foundations and construction of other improvements.

1.7 Civic Uses: Buildings or facilities generally for non-commercial use by residents within the project or adjacent neighborhoods or to serve residents within the project or adjacent neighborhoods such as schools, churches, community center, public service building, arts or other cultural facilities.

1.8 Code: The Snyderville Basin Development Code, adopted December 2004, as amended and updated.

1.9 Commercial Unit: A unit designated for commercial use within the Village such as office, shops, stores, cafes, restaurants, and health and fitness spaces. Approved commercial uses include those uses identified in Exhibit D1.

1.10 Community Park: A park to be located on Parcel 11.3 and dedicated to Snyderville Basin Special Recreation District. This community park is intended to serve not only the Silver Creek Village area but also the greater Snyderville Basin community.

1.11 Community Trail: The main perimeter trail depicted on Exhibit F3 and designed to benefit the entire Snyderville Basin community and provide connection to the area wide Basin trail network. The Community Trail does not include the interior Neighborhood Trails.

1.12 Condominium Hotel: A residential building comprised of condominium units that are wholly owned but may be rented on a nightly basis, with a registration desk at the entrance.

1.13 Condominium Unit: A residential building comprised of residential units with individual air space within a structure, together with an interest in the common elements appurtenant to said units. Commonly has a shared point of access for units.

1.14 County: Summit County, a political subdivision of the State of Utah.

1.15 Deed Restrictions: Affordable housing deed restrictions approved by the County and Mountainlands Community Housing Trust prior to recording against property and lots within the Project setting forth the terms, conditions and restrictions related to the occupancy and sale of the workforce units constructed in the Project as set forth in the Code. Unless subject to the waterfall provision described in Section (e) of this Agreement, the term of the deed restrictions shall be a minimum of 60 years and shall have provisions to automatically extend them unless affirmatively terminated by the County or its successor in interest.

1.16 Design Review Committee (DRC): The committee of the Master Homeowner Association for Silver Creek Village designated to review site and building plans and enforce the requirements of the private architectural design standards and this Agreement. This committee will be comprised of 2 persons selected by Developer and one by the Director, each with varied local design, development and real estate expertise. The DRC will be established prior to the submission of the first development application within the Project.

1.17 Developers: From and after the Effective Date of this Agreement, the term “Developers” shall mean (i) Liberty Capital Lending, LLC and Gayle Larsen, so long as such person(s) owns fee title property within the Project, or has the contract right to acquire fee title to such property, or (ii) a purchaser or transferee of a Parcel or portion of the Project, but only to the extent so transferred in accordance with the provisions of Section 7.2 and 7.3 hereof. Developer shall never mean the purchaser of a developed product such as a Condominium Unit, Commercial Unit, improved lot or Single Family Unit.

1.18 Development Agreement: The original SPA Plan and Development Agreement approved herein, referred to herein as the “Agreement”.

1.19 Development Improvements Agreement: An agreement incorporating approved development plans and by which Developer covenants to complete all required development improvements no later than twenty-four (24) months following the date upon which a subdivision or dedication plat is approved and recorded unless an extension is permitted by the County Manager upon written request of Developer. The agreement must be approved by the County Manager and may also require Developer to complete and dedicate public improvements. Such agreements are governed by Chapter 6 of the Code.

1.20 Development Standards: Those requirements governing the site and architectural design of structures and the development of other improvements on the Property which is provided in Exhibit I1.

1.21 Director: The Summit County Community Development Director.

1.22 General Plan: The Snyderville Basin General Plan of the County.

1.23 Hotel: A commercial building containing hotel/lodging units and accessory space and uses.

1.24 Land Use Laws: Zoning, subdivision, development, growth management, platting, environmental, open space, transportation and other land use plans, policies, ordinances and regulations existing and in force for the County as of the date of this Development Agreement, as may be amended from time to time.

1.25 Land Use Plan: The Land Use Plan is found at Exhibit B1 and depicts and describes the Parcels, Blocks, land uses, roadway circulation, and other configuration and development details for the Project.

1.26 Live-Work Unit: A single unit (studio, loft or condominium) consisting of both a commercial/office and a residential component that is occupied by the same resident.

1.27 Loft: A residential unit located above a commercial/office use or other loft or live/work unit.

1.28 Multi-Family Unit: A residential unit that is adjoined to at least one other residential unit in either a side by side (townhome) or stacked (condominium, loft and/or apartment) configuration. Also may be called a single family attached unit. Generally each unit has its own access unless in a condominium or apartment configuration. May also be called row house, brownstone, patio home, loft, flat, etc.

1.29 Neighborhood Park: An approximately 14 acre park located on Parcel 21.2 to provide a mix of active and passive recreation with limited programming and should not be intended to attract users from outside of the Project.

1.30 Neighborhood Trails: Trails internal and within the Project to connect village neighborhoods and intended for use by Silver Creek Village residents.

1.31 Open Space: Land within Parcels 1.3, 2.5, 10.1, 16.3, 16.4, 20.3, 23.5, 24.3, 25.3, 26.4, and 31.3 which is unoccupied or unobstructed by any above ground buildings including, without limitation all such open and unobstructed areas adjacent to or part of Parcels dedicated to special service districts, civic uses or any other development parcels, slope areas, landscaped areas or strips of land between buildings and between paved parking areas and access lanes, areas left or replanted in natural vegetation, setback areas that are not used for actual parking and other similar open and unobstructed areas and as defined by the Code. Open Space may not include landscape islands within parking lots as per Code. At the option of Developer, Open Space may be held in conservation easements so as to ensure its maintenance in perpetuity.

1.32 Parcel: An area of property within a “Block” described on Exhibit C1 and depicted within the Land Use Plan in Exhibit B1.

1.33 PassivHaus: See definition in Section 5.1.

1.34 Phase: An area of development within the Project which includes less than the entire Project.

1.35 Planning Commission: The Snyderville Basin Planning Commission.

1.36 Pocket Park: Parks located on Parcels 6.5, 8.2, 18.4 and 32.3 meant to serve residences within ¼ mile of said park. Uses should vary and should provide recreational opportunities that serve the specific needs of the residences surrounding it. Pocket Parks are often located along trails or greenbelt corridors.

1.37 Project: The development of approximately 244 acres of land and appurtenant real property rights located in Summit County, Utah, the legal description of such land is identified in Exhibit A1. The Project is sometimes referred to as “Silver Creek Village”.

1.38 Public Facilities: The arterial and access roads and the other public infrastructure or public service facilities serving the Project.

1.39 Residential Unit: A dwelling unit that may be used as a primary or secondary residence and may be rented and or sold. Units may be single family or multi-family.

1.40 Silver Creek Village SPA: The designation of the Project through the adoption of Ordinance # _____ for the purposes of designating a comprehensive development plan specifically required to implement the unique uses, densities, development locations, and

programs and other features of the Project. Silver Creek Village SPA is referred to at times as the SPA Plan.

1.41 Single Family Unit: A residential unit that stands alone (or is detached from other residential units) on a lot or development parcel and is occupied by a single family or household. May also be called a single family detached unit, cottage home, garden home, villa, etc.

1.42 Sketch Plan: An informal presentation of materials preparatory to an application for site plan or subdivision plat review and consideration by Summit County. A Sketch Plan may contain sufficient information, in graphic and text form, to adequately describe the applicant’s intentions with regard to site layout and compliance with this Agreement, the Code and the General Plan.

1.43 Temporary Nursery: Temporary on-site facility for the nurturing and growth of plant material to be used by the developer of Silver Creek Village within roadways and development parcels throughout Silver Creek Village only. Nursery may provide retail services to other developers and/or development parcels but is not intended to provide retail services to Silver Creek Village Homeowners.

1.44 Turf: Seeded or sodded grassy area generally mowed/maintained at a height that is conducive for active or passive uses and such area is generally spray irrigated.

1.45 Vesting Code: The Snyderville Basin Development Code adopted March 9, 1998.

1.46 Village Commercial: Commercial uses scaled to provide services to the residents of Silver Creek Village. Village Commercial uses shall be approved as per the Allowed Uses – Exhibit D1, which exhibit identifies “Allowed”, “Low Impact”, “Conditional” and “Temporary” uses.

1.47 Workforce Unit Equivalent (WUE): As defined in the current Code. One WUE is equal to “a two bedroom unit with 900 square feet of net livable space, measured interior wall to interior wall.” Multiple smaller units together may constitute one WUE, or fewer larger units, according to the conversion in the Table below:

Workforce Unit Equivalent Conversion

Unit Type	Minimum Size	Number of Units per WUE
Dormitory	150 square feet per bed	6 beds per unit
Single Room Occupancy	275 square feet	3.25
Studio	400 square feet	2.25
One Bedroom	650 square feet	1.38

Two Bedroom	900 square feet	1.0
Three Bedroom	1150 square feet	.78
Four Bedroom	1400 square feet	.64

All other definitions within this document not included herein shall be as defined within the Summit County Development Code – Definitions.

**SECTION 2
The Project.**

2.1 Compliance with Local Laws and Standards: The County has reviewed the 1998 Code and the General Plan and has determined that the Project substantially complies with the provisions thereof and hereby finds that the SPA Plan is consistent with the purpose and intent of the relevant provisions of the 1998 General Plan and the Code. The parties agree that the omission of a limitation or restriction herein shall not relieve the Developers of the necessity of complying with all applicable County Ordinances and Resolutions not in conflict with the provisions of this Agreement, along with all applicable state and federal Laws.

2.2 Legal Description of the Project: The legal description of the Village Property is set forth in Exhibit A1 of the Book of Exhibits. Unless expressly set forth in this Development Agreement, this Development Agreement shall not affect any land other than the Project.

2.3 Approved Density, Use and Configuration: Any owner of a portion of the Project shall vest with respect to the SPA Plan, the uses, densities, configuration, massing, design methods, development standards, processes, road placements and designs (including size of road), road connections, single and multifamily residential uses, commercial and institutional uses, and other improvements reflected in the SPA Plan and the Book of Exhibits and all other provisions of this Development Agreement, which are platted prior to the expiration of this Agreement.

2.3.1 Approved Density: The approved densities for the Project shall be comprised of the following unit types, although adjustments to the total density for each type of units are allowed so long as they do not exceed the Total Residential Units stated below.

Village Commercial	50,000 SF
Multi Family Units	939
Single Family Units	351
 Total Residential Units	 1,290

2.3.2 Land Uses within Project: The approved land uses within the Project are those identified in the Land Use Plan, attached as B1, and which are further defined in Exhibits

D1 – D4. Development within Parcels within the Project must conform to the standards within this Agreement, including the Parcel Standards in Exhibit C1, and applicable Code requirements.

2.3.3 Village Commercial Unit Equivalents: Residential units may be converted/exchanged for commercial square footage within the VMU land use area described in Exhibit D1 and depicted in Exhibit B1 at a conversion rate of 1 residential unit = 1,600 SF of commercial. The inclusion or conversion of additional village commercial square footage outside of the VMU land use district but within the SPA requires a Substantial Amendment to this agreement as per Section 8.25(a). Any additional Village Commercial use is intended to support the residents of the Project.

2.3.4 Conversion of Approved Commercial Square Footage to Residential Units Prohibited: Residential units may not be created by reducing Commercial Square Footage below the threshold of 50,000 square feet.

2.3.5 Condominium Hotel Density: Each for sale unit within a condominium hotel shall count as one residential unit of density regardless of unit size and the condominium hotel use is allowed only in the VMU land use areas described in Exhibits D1 and B1.

2.3.6 Assisted Living Density: Personal living space within an Assisted Living facility shall qualify as residential density. Density for each unit within an assisted living residence or facility shall be counted similar to the WUE square footage allocations identified within this Agreement, i.e. 900 SF unit = 1 unit of density. Any units smaller or larger than 900 SF shall be counted on a proportionate scale:

e.g. 300 SF unit = .33 units of density

1,200 SF unit = 1.33 units of density, etc.

Personal Living Space shall be considered that area that is considered personal living space and does not include common area square footages, or other common or group amenities within a facility.

2.3.7 Accessory Dwelling Unit (ADU): An ADU may be allowed as an incidental residential use on the same lot as the main dwelling unit on Single Family Lots that exceed 4,500 SF. Setbacks shall be as identified in the Design Standards, Exhibit II. No more than one ADU shall be permitted on a lot. An ADU shall conform to the criteria outlined in the Code with the exceptions noted above. ADU's may be counted toward the WUE requirements of the Project but are not counted as a market rate unit.

2.3.8 Monitoring of Density: Annually the Developers shall prepare a report that summarizes the scope of development undertaken within the Project over the previous 12 month period and shall submit it to the Director. The report shall be filed together with the report described in Section 8.17 below. The report shall identify the number of developed and constructed units including retail, civic and residential uses, unit types, unit square footages and open space provided.

2.4 Development Configuration of Silver Creek Village: The approved development configuration for the Project is depicted on the Land Use Plan attached as Exhibit B1. Except as modified herein, the Land Use Plan reflects the location and configuration of residential and commercial development, amenities within Silver Creek Village, and the location and configuration of Public Facilities serving Silver Creek Village.

2.5 Phase 1 Road and Park Dedication Plat: By entering into this Development Agreement, the County hereby approves the Phase 1 Road and Park Dedication Plat, a copy of which is attached as Exhibit L1.

2.6 Developers' Discretion: Nothing in this Agreement shall obligate the Developer(s) to construct the Project in any particular Phase, and the Developer(s), as the case may be, shall have the discretion to determine whether to construct a particular Parcel or Block based on such Developers' business judgment; *provided, however*, that once construction has begun on a specific subdivision plat or site plan, the relevant Developer shall have the obligation to complete the improvements associated with such plat or plan, including all associated community benefits as described and scheduled within this Agreement.

2.7 Specific Design Conditions: The development of Silver Creek Village will comply with the concepts and requirements set forth in the Book of Exhibits. The Book of Exhibits includes the following:

Exhibit A1	Boundary Survey and Legal Description
Exhibit B1	Land Use Plan
Exhibit C1	Parcel Standards
Exhibit D1	Allowed Uses
Exhibit D2	Allowed Uses – Definitions
Exhibit D3	Allowed Uses – Definitions
Exhibit D4	Allowed Uses – Definitions
Exhibit E1	Village Designation
Exhibit F1	Illustrative Plan
Exhibit F2	Building Use Plan
Exhibit F3	Trails and Open Space Plan
Exhibit F4	Village Main Street Plan
Exhibit F5	Amenity Plan
Exhibit F6	Village Green Plan
Exhibit F7	Petrified Wood Park and Community Gardens Plan
Exhibit F8	Neighborhood Park Plan
Exhibit F9	Civic Parcels Plan
Exhibit F10	Community Park Parcel
Exhibit F11	Project Signage / Wayfinding Precedent Imagery
Exhibit F12	Wetland Exhibit
Exhibit G1	Roadway Master Plan
Exhibit G2	Roadway and Parking Standards

Exhibit G3	Snow Storage Plan
Exhibit G4	Designated On-Street Parking Plan—Winter
Exhibit H1	Master Grading and Drainage Plan
Exhibit H2	Master Sewer and Water Plan
Exhibit I1	Development Standards
Exhibit J1	LEED Neighborhood Development (ND) Checklist
Exhibit K1	National Green Building Standard (NGBS) For Land Development Checklist
Exhibit L1	Phase 1 Road and Park Dedication Plat

To the extent there is any ambiguity or conflict between the provisions of the Book of Exhibits and this Development Agreement, the provisions of this Development Agreement shall take precedence.

2.8 Consistency with Land Use Plan Required: Development plats and site plans shall be consistent with the Land Use Plan and must be approved in compliance with the Development Code in effect at the time of review for each phase, project and new construction within the Project.

2.9 Land Use Plan Modifications:

2.9.1 Technical Modifications. Developer shall develop the Project in accordance with the configuration shown on the Land Use Plan. Modifications to the configurations depicted thereon shall be permitted without requiring an amendment of this Agreement where the modification is requested by the Developer owning the property underlying the area of the proposed change and is based on specific engineering and/or geotechnical analysis undertaken at the time specific project areas are proposed for platting and development. In order for a modification to qualify as a “technical modification” it must facilitate one or more of the following purposes: (i) to assure that development is occurring on land appropriate for development, (ii) to preserve as open space land that is not appropriate for development due to soils or environmental conditions, (iii) to allow the construction of roads to serve the subject project area or neighboring project areas in accordance with the development standards, (iv) to refine the proposed boundaries of the development Parcels based on the specific intensity of use and configuration of the Project Site or adjacent Project Sites, or (v) to comply with the use, configuration or other factors relating to a previously approved project area. A “technical modification” cannot vary the size of a Block by more than twenty-five percent of the square footage of that Block; it being the intent of the parties that any modification varying the size of a Block by more than twenty-five percent is a material modification, governed by Section 2.9.2. Every technical modification shall be processed in accordance with Section 8.25 (b) and every approved technical modification shall be reflected in a recorded subdivision plat.

2.9.2 Material Modifications. Any proposed material modification to the Land Use Plan, or any modification not qualifying as a technical modification under Section 2.9.1

above, shall require a Substantial Amendment to the Land Use Plan as that term is defined in Section 8.25(a) below.

2.10 Mixed Use Component: The Land Use Plan identifies a portion of the Project that is planned to contain a mixed use development area. It is understood that this area may contain both a vertical and horizontal mix of commercial and residential uses, public gathering spaces, on street parking and shared parking as outlined in this Agreement.

2.11 Roadway Standards: Summit County Engineering and Public Works Departments have reviewed and approved the Project's public Roadway and Parking Standards as shown in Exhibit G2. These standards shall be applied to the Project as identified in the Roadway Master Plan, Exhibit G1.

2.12 Snow Storage and Street Trees: A Snow Storage Plan has been reviewed and approved by Summit County Engineering Department for the roadways and is attached as Exhibit G3. This plan includes provisions for snow storage and addresses on-street parking in winter months. The Developers and Summit County will continually evaluate snow storage practices and adjust as necessary as the Project develops. Each proposed site plan or plat will have to comply with the snow storage areas requirements in the Code.

2.12.1 Master Silver Creek Village HOA (SCVHOA) Responsibilities: It shall be the responsibility of the SCVHOA or the individual property owners to provide snow removal and storage for all areas outside of the public rights of ways including alleys, residential, recreational and commercial surface parking lots, neighborhood amenities, etc. Supplemental snow removal services by the SCVHOA may be required in some County owned areas to maintain appropriate functionality of the spaces, specifically the parking areas identified in "Roadway 1" and "Roadway 2" sections as defined in Exhibit G2.

2.12.2 Street Trees: Street trees will be provided within the Silver Creek Village public rights-of-way as shown on Exhibit G2 of the Book of Exhibits entitled Roadway and Parking Standards. All street trees shall be planted by the Developer(s) and maintained by the Developer(s) or Silver Creek Village HOA. Summit County shall not be held liable for any damage to any landscaping located within or adjacent to the County ROW and replacement shall be the sole responsibility of the Developer(s) or HOA. This provision shall be noted on each subdivision plat.

2.13 Public Sidewalks: The Developer shall provide sidewalks for public use, the location, width, and surface of which shall be in accordance with the SPA Plan and Book of Exhibits. Sidewalks shall be provided in conjunction with each phase or sub-phase of development. Sidewalks that are located within the County right-of-way and shall be maintained by Summit County after constructed. Maintenance shall only include repair and or replacement as necessary. Snow removal shall be the responsibility of the Silver Creek Village HOA or adjacent resident/homeowner/property owner.

2.14 Natural Parks, Trails and Open Space: As specific areas within Silver Creek Village develop, areas of permanent parks and trails which are specifically identified on the Land Use Plan, subdivision plats and site plans will be developed. Any such space so identified shall be maintained by one or more associations or property owners within Silver Creek Village, unless dedicated to another entity by the County. As integral consideration for this Development Agreement, the Developer and/or the Silver Creek HOA agrees to preserve and maintain all areas not dedicated to SBSRD and designated as open space (active or passive) on subdivision plats or site plans implementing the Land Use Plan (including any parcels dedicated for the exclusive use of Silver Creek Village) in accordance with the requirements of the County ordinances. Notwithstanding, Developer reserves the right to assign or transfer its duty to maintain the Project open space upon donation of any parcel to a third party.

2.14.1 Open Space Preservation: Open Space Preservation is a major objective of the General Plan and the SPA Plan. A significant portion of the Land Use Plan has been dedicated as permanent open space in large contiguous areas to preserve near view buffers and provide meaningful open space areas as shown in Exhibit F3.

2.14.2 Community Park Dedication: As part of the Development Matrix Compliance for this SPA the Developer will dedicate an approximately 79.83 acre parcel for a Community Park (Parcels 10.1, 11.3 and 11.4) to the Snyderville Basin Special Recreation District (SBSRD) in connection with recording the Phase 1 Road and Park Dedication Plat. It is understood by all parties that this parcel shall be utilized as a community park and will be developed in accordance with the SBSRD Recreation and Trails Master Plan and by the separate Memorandum of Understanding (MOU) between the Developer and the SBSRD.

2.14.3 Trails: Exhibit F3 identifies the planned trail system for the Silver Creek Village. Easements or other conveyances for the Community Trail segments that fall outside of the Community Park or open space dedication to the SBSRD will be constructed and conveyed to the SBSRD by the Developer(s) within twenty-four (24) from recordation of the Phase 1 Road and Park Dedication Plat and in accordance with the MOU. All Community Trails within the Project will be open to the public and maintained by SBSRD.

2.14.4 School/Civic Parcel: The Developer will provide a 5.00 acre parcel designated for a school or other civic use, located on Parcel 21.1, benefitting the residents of Silver Creek Village subject to the following conditions:

- (a) Site must maintain 2.5 acres of open space that will contribute to the overall project open space requirements.
- (b) Building(s) must be constructed on a minimum of two levels to minimize footprint impact.
- (c) Recreation components shall be provided on site and on the adjacent Neighborhood Park parcel 21.2 with use shared by the civic use and community. See Neighborhood Park Plan, Exhibit

F8. Design and construction costs shall be shared by the civic entity and Developer with maintenance to be the responsibility of Developer and/or owner's association.

- (d) Adequate parking, bus drop off/pick up and service access for the civic use shall be provided within the civic parcel. Civic parking shall be designed and located to allow for shared use for park users.

2.15 Project Sign Design: Two Monument/Entry Signs from the Project are approved as part of this Development Agreement and as identified in Exhibit I1. All other signs shall meet the Code requirements for signage.

2.16 Public Utility Easements: Developers agree to grant to the County and its special service districts perpetual rights and easements, in common with others for the benefit of properties within the Project, to install, construct, maintain and repair utility lines, cables, wires, conduits, pipes, mains, poles, guys, anchors, fixtures, supports and terminals, repeaters and such other appurtenances of every nature and description as the County may deem reasonably necessary to service Project Parcels that will be developed or improved as provided for under this Agreement, including without limitation those for the transmission of intelligence by electricity and for water, telecommunications, gas, sewage, sanitary sewer and drainage. Easements required hereunder shall be granted within 60 days of request therefor by the County of a specific alignment for such easement. The Developer of any Parcel or Block may offer suggestions for utility alignments and the easement shall be coordinated so as to not preclude the uses or densities approved herein. All utilities shall be located and constructed in such a way as to minimize the impact on the burdened property(s) and interference with existing or proposed improvements, as well as to not adversely impact the aesthetics of the surrounding properties and to restore and revegetate the area equal to or in better condition than existed. All utilities shall be located underground to the greatest extent possible.

2.17 Survival of Developers' Obligations: Notwithstanding any provisions of this Agreement to the contrary, and consistent with Section 8.5.2 herein, so long as this Agreement has become effective and all appeal periods have expired, and as a partial consideration for the parties entering into this Agreement, the parties agree that the Developer(s) obligations to provide for the County the following enumerated benefits shall survive the term of this Agreement, as defined in Section 8.5.

- (a) Dedication of Parcels 10.1 [Open Space] and 11.3 [Park] to the Snyderville Basin Special Recreation District.
- (b) Dedication of parcels described as Village Green, Pocket Parks, Community Gardens, Community Park, Open Space and Neighborhood Park in Exhibit C1 to community associations for their perpetual care and maintenance.

- (c) Construction of amenities provided for in this Agreement, including the community benefits described in Section 5.1, in the manner and at the times described herein.
- (d) Payment of impact fees to the extent such fees are payable under the terms of this Agreement and any applicable impact fee ordinance or implementing resolution.
- (e) Compliance with the indemnification and hold harmless provisions in Section 8.14 hereof, and the mutual release provisions in Section 8.5 hereof.
- (f) Construction of Workforce Housing to reach the minimum required percentage of total density constructed as identified in the Agreement.
- (g) Construction of any roads or public improvements identified on a recorded plat, at such time as lots or units are purchased, and as provided for in the relevant development improvements agreement, unless earlier vacated prior to the sale of any lots.

2.18 Silver Creek Village Homeowners Association: There shall be a master association within Silver Creek Village, especially for the purposes of regulating and maintaining certain standards and levels of maintenance of all buildings, parking lots and landscaping within Silver Creek Village. Under certain circumstances, the master association may contract or otherwise transfer maintenance responsibilities to individual associations within the SPA Plan so long as the maintenance of all infrastructures that are intended to serve the entirety of Silver Creek Village is retained by the master association.

SECTION 3

Vested Rights and Reserved Legislative Powers.

3.1 Vested Rights: Subject to Section 3.2, during the term of this Agreement, the Developer and/or owners (or their respective successor-in-title) of all or any part of the Project shall have the vested right (i) to have preliminary and final subdivision and construction plats and site plans reviewed and, if found to meet the standards and criteria set forth in this Agreement and in the Code, approved and (ii) to develop and construct Silver Creek Village in accordance with the uses, densities, timing and configurations (massing) of development as vested in under the terms and conditions of this Development Agreement, including specifically, but without limitation, the Land Use Plan, the Findings, Section 2, and the Book of Exhibits. It is contemplated that the rights vested in Silver Creek Village are exempt from the application of the Code and to subsequently enacted ordinances only to the extent that such exemption is necessary to grant said vested rights; and, that all other provisions of the Code, as amended, and other relevant laws shall apply, including, but shall not be limited to, the imposition of administrative fees (as established by Resolution 93-1, as amended).

3.2 Reserved Legislative Powers: Nothing in this Development Agreement shall limit the future exercise of the police power of the County in enacting zoning, subdivision, development, growth management, platting, environmental, open space, transportation and other land use plans, policies, ordinances and regulations after the date of this Development Agreement. Notwithstanding the retained power of the County to enact such legislation under the police power, such legislation shall only be applied to modify the vested rights described in this Development Agreement, including specifically, but without limitation, the Findings, Section 2.3, Section 3.1, and the Exhibits, based upon policies, facts and circumstances meeting the compelling, countervailing public interest exception to the vested rights doctrine in the State of Utah. (*Western Land Equities, Inc. v. City of Logan*, 617 P.2d 388 (Utah 1980) or successor case and statutory law.) Any such proposed change affecting the vested rights of Silver Creek Village and other provisions of this Development Agreement shall be of general application to all development activity in the Snyderville Basin; and, unless the County declares an emergency, Developers shall be entitled to prior written notice and an opportunity to be heard with respect to the proposed change and its applicability to Silver Creek Village under the compelling, countervailing public policy exception to the vested rights doctrine. In the event that the County does not give prior written notice, Developers shall retain the right to be heard before an open meeting of the County Council in the event Developers allege that their rights under this Development Agreement have been adversely affected. The recognition of reserved legislative powers does not constitute a waiver by Developer of its constitutional rights under the U.S. and Utah constitutions.

SECTION 4

Fees.

4.1 SPA Rezone Application, Agreement Application, Final Subdivision Plat, Development Review, Engineering and Related Fees: Pursuant to the provisions of Summit County Resolution 99-11-A, the Developers have paid all fees for Sketch Plan and SPA Plan and Rezone applications associated with the approval of the SPA Plan. Developers shall receive no further credits or adjustments with respect to fees paid prior to the SPA Plan approval toward any other Project Site development review fees, platting or similar standard review fees or other fees generally applicable to development approvals. Application and review fees for site plans, plats, etc. for each Project Site or Parcel of the SPA Plan shall be paid at the time of the application pursuant to the provisions of Resolution 99-11-A, as amended, or other applicable statutes, ordinances, resolutions or administrative guidelines.

4.2 Impact Fees: In consideration for the agreements of the County in this Development Agreement, the Developer agrees that Silver Creek Village shall be subject to all impact fees of the County or any other Special Service District which are: (i) imposed at the time of issuance of building permits, and (ii) generally applicable to other property in the Snyderville Basin and, accordingly, waives its position with respect to any vested rights to the imposition of such fees, but shall be entitled to similar treatment afforded other vested projects if the impact fee ordinance makes any such distinction. If fees are properly imposed under the preceding tests, the fees shall be payable in accordance with the payment requirements of the particular impact

fee ordinance and implementing resolution. Notwithstanding the agreement to subject Silver Creek Village to impact fees under the above-stated conditions, the Developer and other owners of all or part of the Project do not waive any rights under any applicable law to challenge the reasonableness of the amount of the fees in conformance with and subject to the provisions of Part 4 of the Impact Fees Act.

4.3 Financial Contribution Reflecting Impact on Regional Transportation Facility: In addition to the rights described in Section 4.2, at the time of issuance of applicable building permits, Developer agrees to pay the appropriate traffic impact fees for all approved land use categories per the County requirements. These fees will accrue in the Traffic Impact Fee Fund and will be used as deemed necessary for Regional Traffic improvements. The Developer may choose to fund any necessary roadway improvements at the Silver Summit interchange and North Pace Frontage Road as identified in the Silver Creek Village Operations Analysis by Horrocks Engineers and as required supporting traffic impacts created by the Development. These improvements may be funded by the Developer if the required traffic improvements for the area are not prioritized and funded by the County prior to the level of service (LOS) for the impacted areas reaching a failed status. The Developer may choose to enter into a pioneering or reimbursement agreement with the County allowing the Developer to fund and build the improvements with reimbursement as under the terms of the pioneering agreement. If these improvements are completed by Summit County prior to the Developer funding the improvements, the Developer will only be required to pay traffic impact fees as described above.

**SECTION 5
Community Benefits, Affordable Housing Requirement
and Environmental Enhancements.**

5.1 Table of Community Benefits and Project Amenities: Developer shall dedicate, construct and complete, as the case may be, the following improvements for the benefit of the community or residents of the Project, as described below. The failure to complete the improvements within the time periods described below shall constitute an Event of Default as described in Section 8.18 below. An uncured Event of Default may entitle County to withhold future development approvals or the recording of subdivision plats.

Community Benefit or Project Amenity	Description	Timing
Community Park	An approximately 79.83 acre park to be dedicated to Snyderville Basin Special Recreation District (SBSRD) and to be located on Parcel 11.3 with the potential for multipurpose play fields, parking, trails, restrooms, maintenance facilities, pavilions, athletic facilities and structures and passive and active open space	Donation and dedication to occur simultaneously with the recordation of the Development Agreement.

	identified on Exhibit D1 and Parcel 10.1. Additional details for improvements are depicted on Exhibit F10. SBSRD will assume the cost of park improvements and all maintenance obligations.	
Community Trail	The Community Trail consists of a perimeter loop trail around the entire Silver Creek Village development as depicted in Exhibit F3, together with the two spurs leading to I-80 and U.S. 40 underpasses. Developer to pay for the construction of the Community Trail, which trail is to be constructed to standards set forth in the MOU. SBSRD to operate and maintain the Community Trails, which trails will be open to non motorized use by the public.	Construction to be completed as determined by SBSRD and in accordance with the MOU but should be no later than within twenty-four months after recordation of the Development Agreement.
Neighborhood Gardens	Developer to construct three neighborhood gardens on Parcels 11.2, 22.2 and 27.4. Program elements include for each of the three neighborhood gardens a minimum of 1,500 sq. ft. of garden boxes (including soils), soft trail between boxes, benches, water supply, and dog waste stations. These gardens are to be maintained by an owners association.	<ul style="list-style-type: none"> • Parcel 11.2 to be completed in connection with completion of adjacent road improvements. • Parcel 22.2 to be completed in connection with improvements in Parcel 22.1. • Parcel 27.4 to be completed in connection with improvements in Parcel 27.3.
Community Petrified Wood Park	Developer to construct a petrified wood interpretive park on Parcel 11.1 featuring wood found within the Project as generally depicted on Exhibit F7. Program elements include: <ul style="list-style-type: none"> • Interpretive signage describing the petrified wood found in the area. • Benches and shade trees • Concrete or crushed stone pathways to displays • Trash and recycling containers This park to be maintained by an owners association.	Construction to be completed within twenty-four months after recordation of the Development Agreement. The parties agree that if Developer does not encounter petrified wood during its regular site construction activities, Developer shall not be in default but rather will build the park without the inclusion of such wood elements. Developer agrees to assemble petrified wood that is encountered during site construction and to safeguard it for use in the Community Petrified Wood Park. Developer to communicate this obligation to those performing site work.
Pocket Parks	Developer to construct four pocket parks located on Parcels 6.5, 8.2, 18.4 and 32.3.	Completed within twenty-four months from recordation of a

	<p>Program elements include:</p> <ul style="list-style-type: none"> • Passive lawn • Bench Seating • Shade Trees • Dog waste station • Trash and recycling containers <p>These parks to be maintained by an owners association.</p>	<p>subdivision plat with lots adjacent to a Pocket Park described in Exhibit C1.</p>
Neighborhood Village Green	<p>Developer to construct an approximately 2.5 acre neighborhood park on Parcel 17.1 with these program elements:</p> <ul style="list-style-type: none"> • Amphitheater (seating for 300 minimum, sloped for viewing with 40'x60' flat lawn with a permanent or temporary stage, electrical infrastructure for neighborhood/music events) • Splash Pad (minimum 1,200 sq. ft. of water feature surface with bench seating) • Passive Lawn • Shade Pavilion with table • Bench seating • Dog waste station • Trash and recycling containers • Shade/ornamental trees <p>The Village Green to be maintained by an owners association.</p>	<p>Completed within twenty-four months from recordation of any plat within the adjacent residential development Parcels depicted in Exhibit B1.</p>
Neighborhood Park	<p>Developer to construct an approximately 14.28 acre neighborhood park on Parcel 21.2 in two phases as depicted on Exhibit F8, which phases will include these program elements:</p> <ul style="list-style-type: none"> • One multi-purpose play lawn (200' x 300') • One multi-purpose play area (Use as determined by Civic user needs) • One shade pavilion with picnic table • One shade pavilion with picnic table • 60' x 100' playground area • Internal park trails as depicted on Exhibits F3 and F8 • Parking (20 stalls min.) 	<p>Phase 1 of this park, as generally depicted on Exhibit F8, will be completed within twenty-four months of recordation of the Development Agreement. Phase 2 to be constructed simultaneous with the construction of the Adjacent Civic use on Parcel 21.1. Prior to the commencement of Phase 2 or the adjacent Civic use a shared use and maintenance agreement with the Civic use shall be provided to the Community Development Department. It is understood that Phase 2 cannot commence until site improvements are completed to the abandoned treatment ponds. Developer to complete</p>

	<ul style="list-style-type: none"> • Trash and recycling receptacles • Dog waste station. <p>Phase 1 improvements to be maintained by an owner's association and Phase 2 improvements to be maintained in accordance with a separate maintenance agreement.</p>	the rehabilitation of the abandoned wastewater treatment ponds in connection with the Phase 1 improvements described herein.
Neighborhood Trails	Developer to construct Neighborhood Trails as subdivisions and site plans are approved. The plats and plans will depict the location of Neighborhood Trails that will be installed for purposes of connecting neighborhoods to the Community Trail and the community association open space areas. Neighborhood trails are to be maintained by an owner's association.	Neighborhood Trails identified in a subdivision plat or site plan will be completed at the time of other surface improvements. The construction of Neighborhood Trails depicted on Exhibit F3 and located within the Community Park, Parcel 11.3, shall be the responsibility of the Developer and shall be completed at the time that the adjacent Neighborhood Trails are completed.
Wet Habitat, Detention Basins and Wetland Rehabilitation	Developer to construct approximately 3.5 acres total of wet habitat and detention basins for storm drainage and groundwater recharge as depicted on Exhibit F12. Developer to further enhance and rehabilitate wetland type areas totaling no more than 5.69 acres as depicted on Exhibit F12. Developer to consult with a qualified civil engineer and/or wetland specialist in developing these features (which include the planting of woody plant materials) within the drainage system.	Completion within twenty-four months of recordation of the Development Agreement.
Shared Bicycle Program	Developer will plan and implement a shared bicycle program with a minimum of four bike stations with four bikes per station. The proposed locations are depicted on Exhibit B1. This program will be operated and maintained by an owners association.	To be constructed once each of the four following parcels is subdivided and owners have begun to occupy units within Parcels 11.3, 12.1, 7.3, 21.1.
Highland Estates Pedestrian Tunnel	Developer to modify grading and drainage at existing tunnel to eliminate silt and debris build up.	To be completed within twenty-four months of recordation of the Development Agreement. Developer to consult with SBSRD on the rehabilitation work described herein, which work shall comply with the MOU between Developer and SBSRD.

Transit Stops	The appropriate public entity is to construct transit stops to be located within public rights of ways. Proposed locations are in Exhibit G1 and Developer shall cooperate in assisting the responsible public entity's development of the transit stops.	To be completed by transit authorities. Developer's obligation is to cooperate with transit authorities but Developer is not obligated to pay for transit stops or dedicate land for their use.
PassivHaus Model Home	Developer to construct a PassivHaus Model Home. This means "an energy efficient building requiring little energy for space heating or cooling to be built as a model home and then later sold to a private owner."	Model home to be completed by the time the 271 st building permit is issued for the construction of a residential unit in the Project.

5.1.1 Minimum Requirements: The foregoing benefits and amenities, together with the exhibits referenced above, identify the basic level of amenities that shall be planned and built over the period required to complete the Project construction. Detailed site plans for these amenities will be provided as each item is proposed for construction but will generally follow the depiction as presented in this Agreement and associated exhibits. Additional amenities may be added if deemed appropriate by Developer.

5.2 Affordable Housing Requirements: The Project shall be constructed to comply with the following affordable housing requirements.

5.2.1 Construction, allocation, and regulation of workforce housing shall be in accordance with this Agreement and as per any separate Workforce Housing agreement entered into between Developer and Mountainlands Community Housing Trust. Throughout Silver Creek Village, and for any portion thereof subject to any workforce housing restrictions, by deed, the workforce housing provisions shall be as set forth the agreement executed by Developer and Mountainlands Community Housing Trust. The Developers of Silver Creek Village shall establish a system for monitoring and identifying changes in demand (quantity, types and levels of affordability) so that the housing provided best meets the needs of the Project and Summit County. The parties will compile an annual report utilizing data sources that may include but should not be limited to: (i) the Mountainlands Community Housing Trust data on housing requests; (ii) employee housing surveys of major employers in the Snyderville Basin and Park City; (iii) any Summit County workforce housing data.

5.2.2 Restrictions by deed or other desired mechanism to provide record notice of restrictions shall include appropriate sales and resale restrictions, rental rate restrictions, and other appropriate measures so as to ensure that the dwelling units are oriented toward persons employed in the County and remain affordable to those employed in the County, in perpetuity, including sales beyond the original owner. Affordable housing types and sizes, together with the percentage of such units provided shall be compatible with and deemed appropriate by the County for the neighborhood in which it is proposed and meet the housing needs of the community. Before restricted affordable housing density increases are granted, the ability of the

local community to absorb the number and type of units proposed shall be demonstrated. Below are the standards the Developers shall use for satisfying its obligation to provide work force housing:

- (a) 330 Workforce Housing Unit Equivalents (WUE's) (33% of market units and commercial density requirements). Total WUE's provided shall be a minimum of 33% of the market rate units provided. The WUE's shall total at a minimum 330 WUE's and a minimum of at least 330 actual total units.
- (b) 35% of the first 271 units (95 Units) within the project shall be workforce units. Thereafter any future development shall have a proportionate number of workforce units of not less than 25% of the total units as workforce units until the total obligation of workforce units is satisfied. Developers shall provide an annual accounting to Summit County detailing the number of WUE's supplied by Developer within the Development.
- (c) A variety of unit types and styles will be provided with no more than 60% of one WUE unit type provided throughout the development.
- (d) For Sale and For Rent units may be provided as set forth in the terms and conditions of the Deed Restrictions recorded against the project. The Deed Restrictions shall be approved by the County and Mountainlands Community Housing Trust prior to recordation of the Final Master Plan and/or the Final Plat per Phase and shall be effective upon the recording of each plat of the Project.
- (e) For Sale Workforce Units: The maximum sales price for the for sale workforce units shall be limited to a price that is affordable to households earning 60-80% AMI for no more than 50% of the workforce units. The remaining for sale units shall be made available to a mix of qualifying household incomes below 60% AMI. The Deed Restrictions shall provide for annual increases of the sales price at no more than 3% annually net after title and commissions. The permitted maximum sales price shall be a maximum, but not a guaranteed price.
- (f) Income qualifications for each price set forth in item 5 above shall be first at the maximum income for each category (i.e. 80% for 60-80% AMI) for the first 60 days after the issuance of a certificate of occupancy for each unit. A Waterfall provision shall be established that allows unsold workforce units to be made available to those buyers that qualify below 100% AMI after 60

days, and to buyers that qualify below 140% AMI after 120 days of the units approved certificate of occupancy. In the event a contract for sale is not entered into with a qualified household earning 140% AMI or below within 180 days from the issuance of a certificate of occupancy, the unit may be sold to a qualified purchaser without regard to income limits at the same price and shall remain deed restricted as a Workforce Unit. Nevertheless, said unit shall still qualify as a Workforce Unit within the Project for purposes of satisfying the Project's total number of Workforce Units.

- (g) All workforce units shall initially be offered with a priority to residents employed within Summit County as verified by one form of proof of employment. Unsold workforce units may then be offered to all qualified buyers if not sold to residents employed in Summit County within 60 days.
- (h) Income qualified household's net worth (total assets less liabilities) shall not exceed four times AMI at the time of purchase. Once qualified to purchase a for sale workforce unit, there shall be no requirement to provide income information and the amount of income earned thereafter shall not disqualify a household from owning a workforce unit. If a for sale workforce unit owner's household's income increases to an amount above the targeted percentage of AMI while occupying a workforce unit, the household shall not be required to sell the unit. Upon vacating the premises naturally, a for sale unit shall be sold to a qualifying household pursuant to the terms of the deed restriction.
- (i) The minimum length of time for a unit to be deed restricted as a workforce unit shall be sixty (60) years, which may be renewable for an additional term as desired by the Developer and Summit County.
- (j) All for sale workforce units shall be owner occupied at all times.
- (k) Additional requirements for qualifications of households purchasing for sale workforce units, priorities, rights of first refusal and the like shall be set forth in the Deed Restrictions.
- (l) All rental units shall be rented to households earning 60% AMI or below and rents shall not exceed maximum rents for each income category as determined by Utah Housing Corporation from time-to-time. A variety of incomes shall be targeted and no more than 50% of rentals shall exceed 50% AMI. A variety of types and sizes

of rental units shall be provided with no more than 60% of the total being the same amount of bedroom type units.

- (m) All renters of workforce units will be required to certify annually to the County, or its designee, that they still qualify for the targeted percentage of AMI. Unless contrary to a federal or state program providing financial assistance to the rental property, if a renter no longer qualifies for the housing, they will be granted a one year safe harbor period to become compliant. Upon expiration of the safe harbor period their lease will not be renewed and the property will then be made available to a qualifying renter.
- (n) All rental agreements shall be for a minimum of 90 days.
- (o) Nightly and weekly rentals shall be prohibited in workforce units.
- (p) Units will be consistent with the character of the surrounding neighborhood and/or development. The exterior design, materials and finishes shall be the same as surrounding market units but the interiors may have different finishes, appliances, etc. Workforce units will generally be located throughout the project and integrated within the community.
- (q) Developer may donate a lot, lots, parcels or property to an approved non-profit organization provided the non-profit consents in writing to such transfer. Developer shall convey the property free and clear of all encumbrances and unless agreed to otherwise by Developer and Non-profit a construction ready lot brought to rough grade. Developer shall provide a title insurance policy in a minimum amount showing that there are no liens or encumbrance against the property, at a minimum, a Phase I environmental assessment showing no conditions that may adversely affect the property and shall pay or provide the non-profit organization with funds sufficient to pay all impact fees, special service or recreation district fees. The property shall have water available and all water shares, water impact fees and the like shall be paid by Developer.. Upon conveyance to a non-profit organization, Developers responsibility to provide workforce units for the amount of units permitted on that property shall be fulfilled regardless of the time it takes for the non-profit organization to complete the workforce unit. The non-profit organization shall enter into an agreement with the County setting forth the type of unit(s) to be constructed on the property, targeted income, pricing and timing of the project and a provision to have the property. All workforce homes constructed

under this agreement, including by a non-profit organization as set forth above shall be constructed to meet required energy efficiencies of the Project as defined within this Development Agreement.

- (f) All workforce homes constructed under this agreement, including by a non-profit organization as set forth above shall be constructed at a minimum similar to those market rate unit requirements for energy efficiencies as identified and required within this Agreement.

5.3 Environmental Enhancements and Requirements: Construction within the Project shall meet or exceed the following environmental standards:

5.3.1 Energy Star. All dwelling units will be built subject to a minimum Energy Star 2.5 standard with certification by a qualified third party consultant that will be submitted to the Summit County Building Department to ensure compliance prior to issuance of a certificate of occupancy.

5.3.2 LEED and Green Building Standards. The Developers shall develop the Project in accordance with the below described standards.

- (a) Silver Creek Village will voluntarily achieve the minimum point requirements for a “Certified: 40-49 points” LEED Neighborhood Development (LEED ND) under the 2009 LEED ND checklist attached as Exhibit J1. Beginning the date of this Agreement, Developers will begin to process the certification for the Project internally without making a formal submission to the U.S. Green Building Council, or similar agency. The internal review will be documented by a qualified third party reviewer agreed upon by the Developer and County, which reviewer will provide status updates to the County on an annual basis until the Project achieves LEED ND. The annual updates shall be made in connection with the updates required by Section 8.17 below.
- (b) Prior to plat recordation within any Parcel within the Project (but not the Phase 1 Road and Park Dedication Plat), Silver Creek Village will apply through the NGBS process for the National Green Building Standard for Site Design and Development or a similar review process and submit proof of the application to Summit County. The application will be processed by the Developer, with the qualified third party reviewer described above, with status updates and documentation supplied to the County on an annual basis in connection with the other annual updates required by Section 8.17 below.

5.3.3 Water Reuse. The Developer shall coordinate with the Snyderville Basin Water Reclamation District (SBWRD) to use reclaimed water from the adjacent SBWRD Silver Creek plant as a secondary irrigation system for the Project, thus relieving the impact and quantity of treated water in the Basin. Mountain Regional has committed, on a preliminary basis, to supply retail potable water to the project and assist in the reuse project by providing undepleted municipal water rights and/or water right contracts. Weber Basin, which is the regional wholesale water supplier in the Snyderville Basin, has committed to selling new water use contracts to the project. Prior to the availability of suitable Type I reuse water from SBWRD, the Developer will provide all necessary system distribution lines for the secondary water within those development parcels identified for use of reclaimed water within Exhibit C1 as well as all lines within roadways or other areas as necessary for distribution to these parcels. At the time SBWRD obtains development or building permit approvals to expand the Silver Creek facility to produce Type 1 reuse water (anticipated to be completed by 2020), the Developers will commence all permitting required for approvals to provide the Project with Reuse water. This includes approvals from SBWRD, Mountain Regional, Weber Basin Water Conservancy District, Division of Water Quality (DWQ) and the State Engineers office. Developers agree that once reuse water is available for distribution, Developers shall take steps to have secondary water available for use on those development Parcels identified in Exhibit C1 that will be provided with reuse water. Developer's obligation to make secondary water available to the identified parcels is conditioned on Mountain Regional first constructing the required facilities and obtaining the required approvals. Once Mountain Regional obtains required approvals and constructs required facilities, Developer shall have twenty-four (24) months to connect the identified Parcels in Exhibit C1 which have been developed to the approved secondary-reuse system. Developer's failure to timely connect to an approved and constructed system shall constitute an Event of Default and if not cured may result in County withholding development approvals, including plat approvals.

5.3.4 Additional Environmental Enhancements. In developing the Project, the Developer shall:

- (a) Provide a seasonal on-site Temporary Nursery for the cultivation and use of native and regionally appropriate plantings. This nursery will be established simultaneously with construction of Phase 1 of the Neighborhood Park and will be provided in an area that is accessible to construction and temporary irrigation connections. The nursery location may be relocated by the Developer, if needed, as construction patterns continue through the project.
- (b) Institute turf limitations. There will be a maximum 20% of a building lot or residential development parcel that may include turf. Requirement will be noted on all plats containing residential units.

- (c) Establish a neighborhood recycling program. The program will be coordinated with available County or private services to provide a community wide “Class I” recycling program for the reduction of material placed in landfills. This will include the placement of community recycling bins/containers throughout the project to recycle glass, paper, plastic, cans and cardboard. Centralized containers shall be designed per Summit County Code requirements. The program shall be instituted for residential and nonresidential uses with the Project.
- (d) Require all fireplaces to be non-wood burning and this requirement shall be noted on all plats.

SECTION 6

Development and Construction Processes.

In the event of a procedural conflict between the Code and this Development Agreement, the provisions of this Development Agreement shall govern. The decision of the Director shall be the final decision of the County with respect to the interpretation of this Development Agreement.

6.1 Development Permits: Review and approval of Final Site Plans, Subdivision Plats, Low Impact Permits, Conditional Use Permits, Temporary Use Permits, and any other type of development permit not specifically identified herein shall be processed in accordance with the Code. All development applications shall confirm with those specific design elements outlined in this Development Agreement and Book of Exhibits. A use table has been set forth in Exhibit D1 which identifies uses allowed for the Parcels and Blocks. Applications shall be processed as follows:

- (a) DRC Standard. DRC shall review for compliance with those site and architectural components addressed within this Development Agreement, conformance to the established and approved Design Guidelines for the owners association and those elements within the Code that apply to the submittal review.
- (b) Design Review Committee (DRC): Prior to the submission to the County of any Development Permit for a proposed development parcel, the Developer shall submit its plans to the Silver Creek Village Design Review Committee (“DRC”) to obtain the DRC’s written recommendation in accordance with this Agreement and the Code. The Developer is required to obtain this recommendation prior to submitting any applications to the County. This recommendation shall be submitted to the Community Development Department as part of a development permit application package.

6.2 Final Construction Documents: After obtaining development permit approvals, Developer shall apply for and obtain all necessary permits and the County agrees to process applications in accordance with this Agreement, applicable ordinances, and state law.

6.3 Shared Parking: The County has recognized the Project's ability to reduce the parking area demands within the development through the use of shared parking. It is understood that as development parcels are submitted for final plat approvals that a reduction in the typical parking requirements for uses within the development may be justified in that parking may be shared by multiple end users. This justification shall be provided to planning staff as part of the approval process as identified herein.

6.4 Building Permit Required: Prior to the commencement of development activity within the Project, a building permit must be obtained from Summit County. In addition to all other requirements for issuance of building permits under the Snyderville Basin Development Code and International Fire/Building Codes, a prerequisite to the issuance of any building permit shall be an approved Final Subdivisions Plat, Final Site Plan, Conditional Use Permit, Temporary Use Permit, or Low Impact Permit.

6.5 Development Improvements Agreement: A building, grading, or other related development permit will not be issued until an adequate Development Improvements Agreement, in accordance with Chapter 6 of the Code and in a form acceptable to the County, has been accepted by the County. The County staff shall review the Developer's proposal for a Development Improvements Agreement and provide its recommendation to the Manager. Following the submission of the Staff recommendation to the Manager on the Development Improvements Agreement, said agreement shall be placed on the Agenda of the Manager for final approval. A separate Development Improvements Agreement may be established for each phase of the development in the Project.

6.6 Compliance with Concurrency Management Standards: Developer shall comply with the applicable sections of the Code for off-site and project infrastructure requirements prior to approval of a Final Subdivision Plat, Low Impact Permit, Conditional Use Permit, Temporary Use Permit, Final Site Plan or any other type of development permit and shall include the verification of the continued availability and adequacy of sewage treatment capacity, adequacy of water and water pressure for residential consumption and fire flows and road capacity for each such development activity. The additional information to be provided is as follows:

(a) Water Service:

(1) A feasibility letter for the proposed water supply issued by the State Division of Drinking Water.

(2) Evidence of coordination with the water district or private water service provider, including an agreement for service and an indication of the service area of the proposed water supplier, commitment service letter or other binding arrangement for the

provision of water services to the portion of Silver Creek Village to be included in the application for a plat, site plan or permit approval.

(3) If necessary, evidence that water rights have been obtained, including an application for appropriation or change application endorsed by the State Engineer pursuant to Sections 73-3-3 and 73-3-8 of the Utah Code, and a certificate of appropriation or certificate of change issued in accordance with Section 73-3-16 of the Utah Code. The County shall not accept an application or certificate that has lapsed, expired or been revoked by the State Engineer.

(4) If necessary, a certificate of convenience and necessity or an exemption therefrom, issued by the State Public Service Commission, if the proposed water supplier is a regulated public entity.

(b) Sewer Service: A Line Extension Agreement approved by the Snyderville Basin Water Reclamation District for the Silver Creek Village. No Final Subdivision Plat, Final Site Plan, Conditional Use Permit or Low Impact Permit shall be approved until the applicant has paid the applicable system capacity fee for that portion of the proposed development included in such plat, plan or permit.

(c) Fire Protection:

(1) A letter from the Park City Fire District indicating that fire hydrants, water lines sizes, water storage for fire protection and minimum flow for fire protection are adequate for Silver Creek Village. These shall be determined using the standard of the Insurance Services Office which are known as the Fire System Grading Standards. In no case shall minimum fire flow be less than 1,000 gallons per minute for a period of two (2) hours.

(2) Written evidence to the County and the Park City Fire District verifying that an authorized water district or company shall be responsible for the perpetual and continual maintenance of all fire protection appurtenances, including annual flagging of all hydrants prior to November 1st of each year.

(d) Road Capacity: An operations analysis supplemental to the Silver Creek Village traffic study was prepared by Horrocks Engineers on September 8, 2011 and determined that Silver Creek Village may construct 271 units within the village SPA Master Plan prior to the construction of additional traffic mitigation/improvements at the Silver Summit Interchange as identified in the traffic study. Necessary mitigation for impacts generated by the first 271 units are called out within this document. The report dictates that any development beyond 271 units will require mitigation of roadways/traffic impacts at the Silver Summit interchange as called out in the traffic study. An amended operations analysis may be required at the time of recordation of the first plat to identify current traffic impacts and existing conditions that may affect the actual number of units allowed before triggering the improvements identified within the initial operations analysis.

(e) Recreation: A letter from the Snyderville Basin Special Recreation District indicating that all requirements of the District concerning the Community Trail and Highland Estates Pedestrian Tunnel have been met.

(f) Other Service Providers: The Director shall secure input regarding the proposed development from all other affected agencies and service providers, including but not necessarily limited to, as applicable, the Army Corps of Engineers and County Health Department.

SECTION 7

Successors and Assigns.

7.1 Binding Effect/Residents Not Developers: This Development Agreement shall be binding on the successors-in-title of the Developer in the ownership or development of any portion of Silver Creek Village. Notwithstanding the foregoing, a purchaser or transferee of the Project or any portion thereof shall be responsible for performance of the Developer's obligations hereunder as to the portion of the Project so transferred in accordance with the provisions of Section 7.2 hereof. The Developer's obligations under this Agreement shall not apply to residents or property owners who purchase developed lots or units within the Project.

7.2 Transfer of Silver Creek Village: The Developer shall be entitled to transfer any portion of Project subject to the terms of this Development Agreement upon written notice to the County. Notwithstanding the foregoing, the Developer or other owners of all or any part of the Project shall not be required to notify the County with regard to the sale or financing of individual units or lots in single or multi-family residential subdivisions or to units in commercial areas or any part of the Project, which have been platted and received development approval in accordance with the terms of this Development Agreement, so long as the development obligations with respect to such units or lots have been met under such plat. In the event of any transfer of Developer's interests in the Project prior to the satisfactory completion of the development obligations under this Development Agreement with respect to that portion of the Project transferred, the transferee shall be deemed to be a Developer for all purposes under this Development Agreement with respect to that portion of the Project transferred. For purposes of Sections 7.2 and 7.3, the term "development obligations" shall mean that the property, units, lots or parcels shall have been developed with infrastructure and site improvements such that a building permit could be issued with respect to such property, unit, lot, site or parcel.

7.3 Release of Developers: In the event of a transfer or conveyance of all or a portion of the Project, the Developer shall obtain an assumption by the transferee of the Developer's obligations under this Development Agreement, and, in such event the transferee shall be fully substituted as a Developer under this Development Agreement as to the property so transferred, and upon recordation of the conveyance document or instrument, the Developer making such transfer shall be released from any further obligation with respect to this Development Agreement as to the parcel so transferred. The foregoing assumption requirement shall not apply to the sale or financing of property, units, lots or parcels in single and multi-family residential

subdivisions, to individual units, lots or parcels in commercial areas or any part of the Project as contemplated in Section 7.1 and for which the development obligations have been met as described in Section 7.2 above, in which case the Developer making the conveyance shall be released without the requirement of any assumption. Developer may assign certain maintenance and development obligation to an owner's association and in such event shall record an instrument, conveyance document or notice concerning such association's assumption of the identified responsibility or obligation.

SECTION 8

General Terms and Conditions

8.1 No Addition to Project: No property may be removed from the Project or to the SPA for purposes of the Development Agreement, except by written amendment. This Development Agreement shall not affect any land other than the Project.

8.2 Agreements to Run with the Land: This Development Agreement shall be recorded against the Project as described in the Exhibit A1. The agreements, benefits, burdens, rights and responsibilities contained herein shall be deemed to run with the land and shall be binding on and shall inure to the benefit of all successors in ownership of the Project, or portion thereof, as applicable, with respect to that portion of the Project owned by such successors in ownership.

8.3 Construction of Development Agreement: This Development Agreement shall be construed so as to effectuate the public purposes of implementing long-range planning objectives, obtaining public benefits, and protecting any compelling, countervailing public interest, while providing reasonable assurances of continued vested private development rights under this Development Agreement.

8.4 Laws of General Applicability: Where this Development Agreement refers to laws of general applicability to Silver Creek Village and other properties, that language shall be deemed to refer to laws which apply to all other developed and subdivided properties within the Snyderville Basin.

8.5 Term/Renewal/Expiration: The term of this Development Agreement shall commence upon the Effective Date and continue for twenty-five (25) years. Prior to the end of the twenty-five year term, but no later than six (6) months before the end of the term, Developer may request to extend this Development Agreement for an extension term sufficient to complete the development contemplated by this Agreement in a diligent and reasonable manner. The County shall consider the request and if the parties agree on an extension term, this Agreement shall be amended to set forth the agreed upon extension term. An amendment to extend the term shall be processed as a Substantial Amendment under Section 8.25(a). At the expiration of this Development Agreement, the undeveloped property shall become subject to the then existing Development Code and General Plan and all development rights vested under this Agreement, but not developed or platted, shall expire.

8.5.1 Termination for Inaction: If no application for a development approval is applied for during the term of this Agreement, then this Agreement shall be terminated for inaction six months after written notice from the County of the intent to terminate.

8.5.2 Termination Upon Completion of Development: This Agreement shall terminate when the Property has been fully developed and all of the Developers' and the County's obligations in connection therewith are satisfied, or at the expiration of the term of this Agreement. Upon termination of this Agreement, the County shall record a notice that the Agreement has been terminated.

8.6 Mutual Releases: At the time of, and subject to, (i) the expiration of any applicable appeal period with respect to the approval of this Development Agreement without an appeal having been filed or (ii) the final determination of any court upholding this Development Agreement, whichever occurs later, and excepting the respective interests, rights and obligations referenced in, by and under this Development Agreement, Developer, on behalf of itself and its partners, officers, directors, employees, agents, attorneys and consultants, hereby releases the County and the County's council members, officials, employees, agents, attorneys and consultants, and the County, on behalf of itself and the County's council members, officials, employees, agents, attorneys and consultants, hereby releases Developers and their partners, officers, directors, employees, agents, attorneys and consultants, from and against any and all claims, demands, liabilities, costs, expenses of whatever nature, whether known or unknown, and whether liquidated or contingent, arising on or before the date of this Development Agreement in connection with the application, processing or approval of Silver Creek Village.

8.7 State and Federal Law: The Parties agree, intend and understand that the obligations imposed by this Development Agreement are only such as are consistent with state and federal law. The Parties further agree that if any provision of this Development Agreement becomes, in its performance, inconsistent with state or federal law or is declared invalid, this Development Agreement shall be deemed amended to the extent necessary to make it consistent with state or federal law, as the case may be, and the balance of this Development Agreement shall remain in full force and effect.

8.8 Enforcement: The Parties to this Development Agreement recognize that the County has the right to enforce its rules, policies, regulations, and ordinances, subject to the terms of this Development Agreement, and may, at its option, seek an injunction to compel such compliance. In the event that Developer or any user of the subject property violate the rules, policies, regulations or ordinances of the County or violate the terms of this Development Agreement, the County may, without electing to seek an injunction and after thirty (30) days written notice to correct the violation, take such actions as allowed under law until such conditions have been honored by the Developer. The Parties further recognize that Developer has the right to enforce the provisions of this Development Agreement by seeking an injunction to compel compliance with law and this Development Agreement to the extent not inconsistent with the County's reserved legislative and police powers, as well as the County's discretionary administrative decision-making functions provided for herein. Both Parties shall be free from

any liability arising out of the exercise of its rights under this Section; provided, however, that any party may be liable to the other for the exercise of any rights in violation of Rule 11 of the Utah Rules of Civil Procedure, Rule 11 of the Federal Rules of Civil Procedure and/or Utah Code Ann. §78B-5-825, as each may be amended.

8.9 No Waiver: Failure of a party to exercise any right hereunder shall not be deemed a waiver of any such right and shall not affect the right of such party to exercise at some future time said right or any other right it may have hereunder. Unless this Development Agreement is amended or revised as allowed by this Agreement, no officer, official or agent of the County has the power to amend, modify or alter this Development Agreement or waive any of its conditions as to bind the County by making any promise or representation not contained herein.

8.10 Entire Agreement: This Development Agreement constitutes the entire agreement between the Parties with respect to the issues addressed herein and supersedes all prior agreements, whether oral or written, covering the same subject matter.

8.11 Notices: All notices hereunder shall be delivered by hand delivery or given in writing by certified mail, postage prepaid at the addresses stated below, and/or to such other addresses or to the attention of such other person as the parties or their successors-in-title may designate by written notice. Notices shall be sent to:

For the Developer:

LIBERTY CAPITAL LENDING, LLC
6028 South Ridgeline Drive
Ogden, Utah 84405

And

GAYLE LARSEN
4310 Santa Maria Street
Coral Gables, FL 33146

With a copy to:

Joseph C. Tesch, Esq.
P.O. Box 3390
Park City, UT 84060

For the County:

THE SUMMIT COUNTY COUNCIL
P.O. Box 128
Coalville, Utah 84017

With a copy to:

SUMMIT COUNTY ATTORNEY'S OFFICE
P.O. Box 128
Coalville, Utah 84017

For any transferee or purchaser of a Parcel or Block with the Project, notice may be delivered to the address maintained in the office of the County Assessor.

8.12 Applicable Law: This Development Agreement is entered into under and pursuant to, and is to be construed and enforceable in accordance with, the laws of the State of Utah.

8.13 Execution of Agreement: This Development Agreement may be executed in multiple parts or originals or by facsimile copies of executed originals; provided, however, if executed and evidence of execution is made by facsimile copy, then an original shall be provided to the other Party within seven (7) days of receipt of said facsimile copy.

8.14 Hold Harmless:

(a) Agreement of Developer: The Developer agrees to and shall hold the County, its officers, agents, employees, consultants, attorneys, special counsel and representatives harmless from liability: (1) for damages, just compensation, restitution, judicial or equitable relief arising out of claims for personal injury, including health, and claims for property damage which may arise from the direct or indirect operations of the Developer or its contractors, subcontractors, agents, employees or other persons acting on their behalf which relates to Silver Creek Village; and (2) from any claim that damages, just compensation, restitution, judicial or equitable relief is due by reason of the terms of or effect arising from the County entering into this Development Agreement. Developer agrees to pay all costs for the defense of the County and its officers, agents, employees, consultants, attorneys, special counsel and representatives regarding any action for damages, just compensation, restitution, judicial or equitable relief caused or alleged to have been caused by reason of Developer's actions in connection with Silver Creek Village or any claims arising out of this Development Agreement. This hold harmless agreement applies to all claims for damages, just compensation, restitution, judicial or equitable relief suffered or alleged to have been suffered by reason of the events referred to in this Section or due by reason of the terms of, or effects arising from this Development Agreement. The County may make all reasonable decisions with respect to its representation in any legal proceeding but in all cases shall consult with Developer.

(b) Exceptions to Hold Harmless: The agreement of the Developer in Section 8.14 shall not be applicable to (i) any claim arising by reason of the negligence or intentional actions of the County, or (ii) any claim by the Developer that the County has breached the terms of this Development Agreement, including claims for just compensation or attorneys' fees.

(c) Hold Harmless Procedures: The County shall give written notice of any claim, demand, action or proceeding which is included under Section 8.14 above as soon as practicable but not later than 10 days after the assertion or commencement of the covered claim, demand, action or proceeding. In the case of any such notice is given, the County shall be entitled to participate in the defense of such claim. Each party agrees to cooperate with the other in the defense of any claim and to minimize duplicative costs and expenses.

8.15 Relationship of Parties: The contractual relationship between the County and the Developer arising out of this Development Agreement is one of independent contractor and not agency. This Development Agreement does not create any third party beneficiary rights. It is specifically understood by the parties that: (a) Silver Creek Village is a private development; (b) County has no interest in, responsibilities for, or duty to third parties concerning any improvements to the Development Agreement or in connection with subdivision plat, site plan, Deed, or map approval, and (c) the Developer shall have the full power and exclusive control of the Project, subject to the obligations of the Developer set forth in this Development Agreement.

8.16 Compliance with County Ordinances and Administrative Guidelines: The County has reviewed the 1998 Code, 1997 General Plan and has determined that the Developer has substantially complied with the provisions thereof and hereby finds that Silver Creek Village is consistent with the purpose and intent of the relevant provisions of the Code, and General Plan. The Parties further agree that the omission of a limitation or restriction herein shall not relieve the Developer of the necessity of complying with all applicable County Ordinances and Resolutions not in conflict with the provisions of this Development Agreement, along with all applicable state and federal laws.

8.17 Annual Review: Each March 1st or the first business day in March during the term of this Development Agreement, the Developer shall provide to the Community Development Department, a letter advising staff of the progress which has occurred during the last 12 months and the progress expected during the next 12 months. The letter shall also include a statement of the number years remaining in the then current term of the Development Agreement. The County shall review such letter in connection with this Development Agreement to determine if there has been demonstrated compliance with the terms hereof. If the County finds, on the basis of substantial, competent evidence, that there has been a failure to comply with the terms hereof, this Development Agreement may be revoked or modified by the County in accordance with the provisions of Section 8.18 hereof, after a public hearing which has been noticed by publication, and for which notice has been expressly provided to the Developer. The County's failure to review, at least annually, Developer's compliance with the terms and conditions of this Development Agreement shall not constitute or be asserted by any party as a breach of this Development Agreement by Developers or County. Further, such failure shall not

constitute a waiver of County's right to revoke or modify said Development Agreement according to the terms and conditions set forth herein.

8.18 Default:

(a) Events of Default: An event of default ("Event of Default"), under this Development Agreement occurs upon the happening of one or more of the following events or conditions:

(1) A warranty, representation or statement made or furnished by the Developer to the County in this Development Agreement, including any Exhibit hereto, which is false or proves to have been false in any material respect when it was made.

(2) A finding and determination made by the County following a periodic review under Section 8.17 that upon the basis of substantial evidence the Developer has not complied in good faith with one or more of the material terms or conditions of this Development Agreement.

(3) Any other event, condition, and willful act or omission which materially interferes with the intent and objective of this Development Agreement.

(b) Procedure Upon an Event of Default:

(1) Within ten (10) days after the occurrence of default, the County shall give the Developer written notice specifying the nature of the alleged default and, when appropriate, the manner in which the default must be satisfactorily cured. The Developer shall have thirty (30) days after receipt of written notice to cure the default. After proper notice and expiration of the thirty (30) day cure period without cure, the County may terminate or propose an amendment to this Development Agreement by giving written notice in accordance with the procedure adopted by the County. Failure or delay in giving notice of default shall not constitute a waiver of any default, nor shall it change the time of default. Notwithstanding the thirty day cure period provided above, in the event more than thirty days is reasonably required to cure a default and Developer, within the thirty day cure period, commences actions reasonably designed to cure the default, then the cure period shall be extended for such additional period as Developers are prosecuting those actions diligently to completion.

(2) The County does not waive any claim of defect in performance by Developers, if on periodic review the County does not propose to modify or terminate this Development Agreement, *provided, however*, if the County knows of a claim of a defect in performance and does not so notify Developer in writing within six (6) months of the County first knowing of such claim, then such a claim is waived as to that claim only but not as to new claims separate from the claim waived.

(3) Upon the expiration of this Development Agreement, or should the County terminate this Development Agreement under the provisions hereof, the development of

the Project will thereafter proceed in compliance with and be governed by the applicable Code and General Plan then in existence, as well as with all other provisions of Utah state law.

(4) Any default or inability to cure a default caused by strikes, lockouts, labor disputes, acts of God, inability to obtain labor or materials or reasonable substitutes therefore, enemy or hostile governmental action, civil commotion, fire or other casualty, and other similar causes beyond the reasonable control of the party obligated to perform, shall excuse the performance by such party for a period equal to the period during which any such event prevented, delayed or stopped any required performance or effort to cure a default.

(5) An express repudiation, refusal or renunciation of this Development Agreement if the same is in writing and signed by the Developer, shall be sufficient to terminate this Development Agreement and a hearing on the matter shall not be required.

(6) Adoption of law or other governmental activity making performance by the Developer unprofitable, more difficult or more expensive does not excuse the performance of the obligation by the Developer.

(7) All other remedies at law or in equity which are consistent with the provisions of this Development Agreement are available to the parties to pursue in the event there is a breach.

(c) Damages Upon Termination: The Developer shall not be entitled to any punitive damages against the County upon the unlawful termination of this Development Agreement.

(d) Institution of Legal Action: Any disputes concerning this Agreement shall be instituted in the Third Judicial District Court of the County of Summit, State of Utah, or in the United States District Court for Utah.

8.19 Rights of Third Parties: This Development Agreement is not intended to affect or create any additional rights or obligations on the part of third parties.

8.20 Third Party Legal Challenges: Developer agrees not to participate either directly or indirectly in any legal challenges to County policies and requirements by third parties, including but not limited to appearing as a witness, amicus, making a financial contribution thereto, or otherwise assisting in the prosecution of the action.

8.21 Obligations and Rights of Mortgage Lenders: The holder of any mortgage, deed of trust, or other security arrangement with respect to any portion of the Project shall not be obligated under this Agreement to construct or complete improvements or to guarantee such construction or completion, but shall otherwise be bound by all of the terms and conditions of this agreement which pertain to any portion of the Project in which it holds an interest. Any such

holder who comes into possession of any portion of the Project, pursuant to a foreclosure of a mortgage or a deed of trust, or deed in lieu of such foreclosure, shall take such portion of the Project, subject to any pro rata claims for payments or charges against such portion thereof, deed restrictions, or other obligations which accrue prior to the time such holder comes into possession. Nothing in this Agreement shall be deemed or construed to permit or authorize any such holder to devote the Project, or portion thereof, to any uses, or to construct any improvements thereon, other than those uses and improvements provided for or authorized by this Agreement, as would be the case in any assignment, and thus shall be subject to all of the terms and conditions of this Agreement, to include the obligations related to the completion of amenities and improvements.

8.22 Computation of Time: In computing any period of time pursuant to this Development Agreement, the day of the act, event or default from which the designated period of time begins to run shall be included, unless it is a Saturday, Sunday, or legal holiday, in which event the period shall begin to run on the next day which is not a Saturday, Sunday, or legal holiday.

8.23 Titles and Captions: All section titles or captions contained in this Development Agreement are for convenience only and shall not be deemed part of the context nor affect the interpretation o hereof.

8.24 Savings Clause: If any provision of this Development Agreement, or the application of such provision to any or circumstance, shall be held invalid, the remainder of this Development Agreement, or the application of such provision to persons or circumstances other than those as to which it is held invalid, shall not be affected thereby.

8.25 Amendments to the Development Agreement:

- (a) Substantial Amendments: Any amendment to this Agreement that alters or modifies the Term of this Agreement, permitted uses, increased density or intensity of use as detailed in Section 2.4, deletion of any major community benefit described herein, or provisions for reservation and dedication of land, including open space dedications, shall be deemed a “Substantial Amendment” and shall require a noticed public hearing and recommendation by the Planning Commission and a noticed public hearing and decision by the County Council pursuant to the Equal Dignities Rule prior to the execution of such an amendment.
- (b) Technical Modifications: The Director is hereby empowered to approve technical modifications as that term is described in Section 2.9.1, and such technical modifications shall be described in subdivision plats in which the approved technical modification is located or in a notice of technical modification signed by the Director and recorded with the County Recorder.

- (c) Effect of Amendment: Any amendment to this Agreement must be in writing and shall be operative only as to those specific portions of this Agreement expressly subject to the amendment, with all other terms and conditions remaining in full force and effect without interruption. Successors-in-title to either of the Developers may enter into an amendment or amendments affecting only portions of the Project owned by such Developers without obtaining the written signature of the other property owners or Developers.

8.26 Conflicting Provisions: Where there is a direct conflict between an express provision of this Development Agreement and the Code or General Plan, this Development Agreement shall take precedence; otherwise, the Code or General Plan provision shall control.

8.27 Incorporation of Exhibits: All attached Exhibits shall be incorporated into and deemed a part of this Development Agreement as though fully set forth herein, and the same and shall be binding upon the parties hereto.

8.28 Names and Plans: The Developer(s) shall be the sole owner of all names, titles, plans, drawings, specifications, ideas, programs, designs or other work product of every nature at any time developed, formulated or prepared by or at the instance of the Developer in connection with the Project, subject to the County's disclosure obligations under the Governmental Records and Management Act in accordance with Utah State law.

8.29 Project is a Private Undertaking: It is agreed among the parties that the Project is a private development and that the County has no interest therein except as authorized in the exercise of this governmental function. The Project is not a joint venture, and there is no such relationship involving the County. Nothing in this Agreement shall preclude the Developer from forming any form of investment entity for the purpose of completing any portion of the Project.

8.30 Mineral Rights: Any and all mineral rights within the Project discovered at any time during the approval or construction processes for the Project shall remain the property of the Developers, unless owned by other entities.

8.31 Warranty of Authority: The individuals executing this Agreement on behalf of the parties hereby warrant that they have the requisite authority to execute this Agreement on behalf of the respective parties and that the respective parties have agreed to be and are bound hereby.

IN WITNESS WHEREOF, this Development Agreement has been executed by the parties as of the day and year first above written.

[SIGNATURE PAGES FOLLOW]

**COUNTY COUNCIL OF
SUMMIT COUNTY, STATE OF UTAH**

By: _____

_____, Chair

Address: Summit County Council
P.O. Box 128
Coalville, Utah 84017

With a copy to: Summit County Community Development Director
P.O. Box 128
Coalville, Utah 84017

And to: Jami R. Brackin
Deputy Summit County Attorney
P.O. Box 128
Coalville, Utah 84017

ATTEST:

Summit County Clerk

STATE OF UTAH)
 : ss.
COUNTY OF SUMMIT)

The foregoing Development Agreement was duly acknowledged before me this ___ day of _____, 20__, by _____, Chair of the Summit County Council, Summit County, State of Utah.

Notary Public

Residing at: _____

My commission expires:

LIBERTY CAPITAL LENDING, LLC, a Utah
limited liability company

By: _____
Matt Lowe, Member

Address: **LIBERTY CAPITAL LENDING, LLC**
6028 South Ridgeline Drive
Ogden, Utah 84405

STATE OF UTAH)
 : ss.
COUNTY OF _____)

The foregoing Development Agreement was duly acknowledged before me this ____ day
of _____, 20__, by Matt Lowe, Member, Liberty Capital Lending, LLC.

Notary Public

Residing at: _____

My commission expires:

GAYLE LARSEN,

By: _____
Gayle Larsen

Address: **GAYLE LARSEN**
4310 Santa Maria Street
Coral Gables, FL 33146

And to: Joe Tesch
Tesch Law Offices
PO Box 3390
Park City, Utah 84060

STATE OF _____)
: ss.
COUNTY OF _____)

The foregoing Development Agreement was duly acknowledged before me this ____ day
of _____, 20__, by Gayle Larsen.

Notary Public

Residing at: _____

My commission expires:

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Proclamation No. 2015-1

PROCLAMATION DECLARING THE MONTH OF APRIL

“NATIONAL COUNTY GOVERNMENT MONTH”

Counties Moving America Forward: The Keys are Transportation and Infrastructure"

SUMMIT COUNTY, UTAH

Whereas, the nation’s 3,069 counties serving more than 300 million Americans provide essential services to create healthy, safe, vibrant and economically resilient communities; and

Whereas, counties move America forward by building infrastructure, maintaining roads and bridges, providing health care, administering justice, keeping communities safe, running elections, managing solid waste, keeping records and much more; and

Whereas, Summit County takes pride in their responsibility to protect and enhance the health, welfare and safety of its residents in efficient and cost-effective ways; and

Whereas, in order to remain healthy, vibrant, safe, and economically competitive, America’s counties provide transportation and infrastructure services that play a key role in everything from residents’ daily commutes to shipping goods around the world; and

Whereas, “Summit County Day” will take place on Saturday, April 18th at the Tanger Outlets from 11:00 a.m. – 3:00 p.m. Displays, helpful information, contest winners, and food will highlight the day.

Now, therefore, be it resolved by County Council, Summit County, Utah, that do hereby proclaim April 2015 as National County Government Month and encourage all county officials, employees, schools and residents to participate in county government celebration activities.

ATTEST:

APPROVED AND ADOPTED this 18th day of March, 2015.

SUMMIT COUNTY COUNCIL

SUMMIT COUNTY, UTAH

Kent Jones, County Clerk

By:

Kim Carson, Chair