



MEMORANDUM

To: Summit County Council
From: Jennifer Strader, County Planner
Date of Meeting: May 27, 2015
Type of Item: Silver Creek Village Center Development Agreement
Process: Legislative Review

On March 18, 2015, the Summit County Council held a work session to discuss the Silver Creek Village Center Development Agreement. The SCC directed County legal staff and legal counsel for the applicant to make changes to the Agreement, based on Council comments. Those changes were provided to the Council at a public hearing held on March 25, 2015.

Additional comments and questions arose at the public hearing which are addressed below. It was the decision of the SCC to extend the requirement to have a final decision on the Agreement to May 31, 2015.

SCC Comments/Questions

1. Section 2.3.3 Village Commercial Unit Equivalents: The SCC was concerned with the potential amount of residential density that could be converted to commercial use and requested adding a cap to the amount of allowed commercial square footage.

The Agreement now states that there can be "...up to a maximum of 75,000 square feet of additional commercial square footage." Any additional square footage beyond 75,000 would require a substantial amendment to the Agreement (**see page 10**).

2. Section 2.9 Technical Modifications: The SCC felt the language in this Section was too vague and broad and could be easily manipulated (e.g. they could vary a block by 25% without going through a substantial amendment).

The Agreement now provides a tiered approach to technical modifications. A "technical modification" is described as being de minimus; it cannot increase the density or uses within a block, cannot decrease the open space within the project, nor can it vary the size of a block by more than twenty (20) percent of the square footage of the block. Anything beyond twenty (20) percent is a material modification, which requires a substantial amendment.

The Director is authorized to approve a "technical modification" that doesn't vary the size of a block by more than ten (10) percent. The Planning Commission is authorized to approve "technical modifications" that vary the size of a block more than ten (10)

percent, but not more than twenty (20) percent. Anything other than a technical modification is a substantial amendment which requires approval from the SCC (**see pages 12-13 and 42**).

3. Section 2.14.2 Community Park Dedication: The SCC discussed the donation of land to Basin Recreation and asked if the Recreation District was comfortable with the language in the Agreement that the developer donates the land to the District who is then responsible for the construction and maintenance of the park. Basin Recreation asked that the developer provide stubs for water, sewer, and electricity to a point at the edge of the property.

A separate Memorandum of Understanding between the developer and Basin Recreation has been drafted that clarifies the developer's responsibilities, which includes stubbing the utilities to the park parcel (**see MOU attached as Exhibit B**).

4. Section 2.14.4 School/Civic Parcel: The SCC had questions relating to a five (5) acre parcel that was intended for a civic use.

As part of the proposal in 2009, the applicant was going to donate a school site to fulfill the "Unique Public Facility and Amenities" criterion in the Code; however, in 2010, the County Attorney's Office informed Staff that due to revised state legislation, the school site could not be counted as a community benefit. The applicant was aware of this, but chose to keep it in their plan as an amenity. However, when the SPA rezone was approved, the parcel was identified as a civic parcel, reserved for a civic use, which could include a school.

The language proposed in the Agreement at the public hearing stated that "The developer would provide a 5.00 acre parcel designated for school or other civic use..." The SCC requested clarification on what "provide" meant and whether or not the parcel was intended exclusively for the South Summit school district. The applicant indicated the parcel was not intended only for South Summit, nor were they intending to convey title to them. An additional condition placed on the parcel was that 2.5 acres had to remain as open space. A representative from the school district spoke at the public hearing and expressed concern that 2.5 acres was not large enough to construct a school and associated amenities, such as parking areas and bus turnarounds.

On May 18, 2015, Staff met with the applicant and representatives from the school district to discuss the school parcel. The applicant agreed to remove the 2.5 acre open space restriction and also proposed entering into a separate Memorandum of Understanding with the School District that outlines a donation agreement for the 5.00 acre parcel. There was also discussion about the condition that any building has to contain two (2) stories to minimize the footprint.

The language states that the school site operator can seek relief from the two (2) story restriction by obtaining written approval from the SCC. Staff is concerned that there are no standards of review to justify removal of this condition. Staff is also of the opinion that the building footprint will not be limited by restricting a building to two (2) stories. A building with a large footprint could be still be built if there is not an overall square footage or building footprint limitation (**see page 15**).

During the discussion related to the school parcel, the SCC requested verification of the community benefits approved through the SPA rezone process. Those benefits are identified in Section 5.1 of the Agreement, beginning on page 19.

5. Section 4.3 Financial Contribution Reflecting Impact on Regional Transportation Facility: This section refers to the payment of traffic impact fees. The Agreement stated that future improvement may be funded by the Developer if the traffic improvements for the area are not funded by the County prior to the level of service reaching a failed status. That language has been removed (**see page 18**).
6. Section 5 Community Benefits / Transit Stops: The SCC discussed the obligation of the developer to cooperate, but not provide land or pay for the transit stops. The language has been amended so that the developer's obligation is to not only cooperate with the transit district, but dedicate land or right-of-way for future stops (**see page 22**).
7. Section 5.2.2.5 "For Sale" Workforce Units: Language was added clarifying workforce units shall be limited to a price that is affordable to households earning 60-80% of AMI as set forth in the Code (**see page 24**).
8. Section 5.2.2.6 Workforce Housing: Clarified that the waterfall provision can be established if a unit is not under contract (**see page 24**).
9. Section 5.2.2.17 Workforce Housing: Clarified that the developer shall convey property by Special Warranty Deed free and clear of all financial encumbrances (**see page 26**).
10. Section 5.3.1 Energy Star: Changed the minimum energy star standard from 2.5 to the National Green Building Standard (**see page 27**).

There were a few other minor clarifications made, such as renumbering to ensure consistency throughout the Agreement.

Recommendation

Staff recommends that the SCC discuss the changes to the proposed Development Agreement and Book of Exhibits and vote to **approve** the Silver Creek Village Center Development Agreement and Book of Exhibits through the adoption of an ordinance, based on the following Findings of Fact and Conclusions of Law:

Findings of Fact

1. On September 28, 2011, the Summit County Council approved a Specially Planned Area (SPA) designation for the Silver Creek Village Center.
2. The Silver Creek Village Center was found to be vested under the 1997 General Plan and 1998 Development Code.
3. The Village Center designation was mapped on the Silver Creek Village Center property on the East Basin Neighborhood Planning Area Land Use Map in the 1997 Snyderville Basin General Plan.
4. 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.
5. A draft Development Agreement was submitted in September, 2012.
6. The SPA designation was set to expire on September 28, 2013.
7. The applicant has twice revisited the County Council in order to extend the SPA designation expiration date to the current deadline of March 31, 2015.
8. On July 22, 2014, the SBPC formed a subcommittee to begin reviewing the Development Agreement.
9. The subcommittee met on August 12, 2014, August 26, 2014, November 18, 2014, December 8, 2014, January 20, 2015, and February 18, 2015.
10. On February 10, 2015, a work session was held before the SBPC to review the Development Agreement.
11. On March 3, 2015, the Planning Commission held a public hearing and voted unanimously to forward a positive recommendation to the SCC for the Development Agreement and Book of Exhibits.
12. On March 18, 2015, the SCC held a work session to discuss the Development Agreement and Book of Exhibits.
13. On March 25, 2015, the SCC held a public hearing to discuss the Development Agreement and Book of Exhibits.
14. The Development Agreement contains all the terms and conditions agreed to by the applicant and the County through the SPA designation approval.
15. The Development Agreement describes all limitations, restrictions, and parameters associated with the development of the subject property.
16. The Development Agreement describes all processes and procedures for obtaining final plat, final site plan, conditional use, low impact, temporary use, and building permit approvals.

Conclusions of Law

1. The proposed project conforms to all goals, objectives, and policies of the 1997 General Plan and Land Use Plan maps.
2. The development proposed in the SPA Plan was found to be in sufficient compliance with the criteria established in the 1998 Code to merit an increase in density and differentiation of uses as proposed.

3. The development allowed by the SPA Plan will comply with concurrency management provisions of the Code and appropriate infrastructure and level of service standards.
4. The SPA Plan results in benefits to the general public that would not otherwise occur under the provisions of the zone district.
5. The Development Agreement is consistent with the previously approved SPA designation.
6. Approval of the SPA Plan will not adversely affect the health, safety and welfare of the residents of the Snyderville Basin.

Staff has provided a clean copy of the Agreement as the tracked changes version is difficult to read; however, if you'd like a copy with the tracked changes, please contact me and I will send you an electronic copy.

Exhibit A: Development Agreement

Exhibit B: Basin Recreation Memorandum of Understanding

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 2.2 herein (“Project”). The Developers of the Project consist of Liberty Capital Lending comprising roughly 219 acres and Gayle Larsen comprising roughly 25 acres.

B. The County has approved a Specially Planned Area Zone District (“SPA”), 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 Village SPA under the SPA provisions of the 1998 Snyderville Basin Development Code (“Vesting Code”) and the 1997 General Plan for the purpose of implementing development standards and processes that are consistent therewith. In doing so, the County found that the Project was vested to proceed under these former land use regulations.

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, 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 as described in this Development Agreement and its accompanying Exhibits, the current Snyderville Basin Development Code (“Code”), and the current 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, and the General Plan, has made certain determinations with respect to the proposed 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 Silver Creek Village SPA and as outlined in the Silver Creek Village Book of Exhibits, which is 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 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 of the Silver Creek Village SPA 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 Silver Creek Village SPA under the process and procedures set forth in the 1998 Code and 1997 General Plan. On July 31, 2013 the applicants requested an extension for the approval of the Development Agreement which implements the Silver Creek Village SPA, 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, and again on March 25, 2015, the County Council approved additional extensions of time until May 31, 2015 in which to have approved this Development Agreement.

Further, the County Council held a lawfully advertised public hearing on March 25, 2015. Thereafter, on [REDACTED], the County Council approved the terms and conditions of this Development Agreement. 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 Project involves a phased development that has a cumulative proposed project size in excess of 200 acres.

3. The Project, 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 Project 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; and (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 Project 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 Silver Creek Village SPA.

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 Project are established pursuant to the Snyderville Basin Development Potential Matrix (“Development Potential Matrix”), as approved by the Silver Creek Village SPA, Ordinance #765 . The Project as set forth in this Development Agreement complies with all mandatory requirements of the Development Potential Matrix.

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 Project 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 Parcels 11.3 and 10.1, and dedicated to the Snyderville Basin Special Recreation District (“SBSRD”). 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 or other similar non-profit organization approved by the County 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 5.2.2.6 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 Development Agreement. This committee will be comprised of two (2) persons selected by Developer and one (1) 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 Development 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 Sections 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 Silver Creek Village SPA as implemented through this Development Agreement, which may also be referred to hereinafter 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 Project which is provided in Exhibit II.

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 outdoor access unless in a condominium or apartment configuration. May also be called row house, brownstone, patio home, loft, or flat.

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 and 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 #765 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.

1.41 Silver Creek Village Owners Master Association (“Owners Association”): An owner’s association as set forth in Section 2.18.

1.42 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, or villa.

1.43 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.

1.44 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 residents.

1.45 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.

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

1.47 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.

1.48 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 Code.

SECTION 2 The Project.

2.1 Compliance with Local Laws and Standards: The County has reviewed the Vesting Code and the 1997 General Plan and has determined that the Project substantially complies with the provisions thereof and hereby finds that the Silver Creek Village SPA is consistent with the purpose and intent of the relevant provisions of the 1997 General Plan and the Vesting 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 Development Agreement, along with all applicable state and federal Laws.

2.2 Legal Description of the Project: The legal description of the Silver Creek Village 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 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 Silver Creek Village SPA, the Book of Exhibits and all other provisions of this Development Agreement, which are platted prior to the expiration of this Development 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 Exhibit B1, and which are further defined in Exhibits C1 and D1 – D4. Development within Parcels within the Project must conform to the standards within this Development 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 Village Mixed Use (“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 up to a maximum of 75,000 square feet of additional commercial square footage. The inclusion or conversion of additional village commercial square footage in excess of 75,000 square feet within the VMU land use district or outside of the VMU land use district, but within the SPA, requires a Substantial Amendment to this Agreement as per Section 8.28.1. 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. Condominium Hotel uses are 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 calculated at 1,300 SF unit = 1 unit of density. Any units smaller or larger than 1,300 SF shall be counted on a proportionate scale:

e.g. 429 SF unit = .33 units of density

1,730 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 is an accessory residential use on the same lot as the main dwelling unit on Single Family Lots that exceed 4,500 SF. ADU setbacks shall be as identified in the Design Standards, Exhibit I1. 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 I Road and Park Dedication Plat: By entering into this Development Agreement, the County hereby approves the Phase I 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 conform to, and 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 I Road and Park Dedication Plat
Exhibit M1	Memorandum of Understanding between Developers and SBSRD
Exhibit N1	Horrocks Traffic Analysis

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, development 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. Technical Modifications (defined below) 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 Parcels are proposed for platting and development. In order for a modification to qualify or be defined as a “Technical Modification”, it must be a *de minimus* modification as set forth below. A Technical Modification cannot

increase the density or uses within a Block, cannot decrease the Open Space within the Project, nor can it vary the size of a Block by more than twenty 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 percent is a Material Modification (defined below in Section 2.9.2), and that uses and densities are approved and limited by this Agreement, including Sections 2.3.1 and 2.3.2. Every Technical Modification shall be processed in accordance with Section 8.28.2 and every approved Technical Modification shall be reflected in a recorded subdivision plat or site plan, or in a notice of technical modification.

2.9.2 Material Modifications. Any proposed “Material Modification” (defined as a modification that is not a Technical 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 8.28.1 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: The Summit County Engineer and the Public Works Department 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 the Summit County Engineer 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 the 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 Silver Creek Village Homeowners Association Responsibilities: It shall be the responsibility of the Owners Association 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 Owners Association may be required in some County owned right of way areas utilized for parking in order 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 Owners Association. The County shall not be held liable for any damage to any landscaping located within or adjacent to the County right-of-way and replacement shall be the

sole responsibility of the Developer(s) or Owners Association. 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 Development Agreement and its 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 shall be maintained by the County after constructed. Maintenance shall only include repair and/ or replacement as necessary. Snow removal shall be the responsibility of the Owners Association 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 by the Developer(s). 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 Owners Association 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. 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, so long as the Developer obtains the written consent of the County, which consent shall not be unreasonably withheld.

2.14.1 Open Space Preservation: Open Space Preservation is a major objective of the General Plan and the Silver Creek Village SPA. A significant portion of the Land Use Plan has been dedicated to the SBSRD 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 Potential Matrix compliance for this Silver Creek Village SPA, the Developer will dedicate an approximately 79.83 acre parcel (Parcel 11.3) and an approximately 5.18 acre parcel (Parcel 10.1) for a Community Park to the SBSRD in connection with recording the First Phase 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, which is set forth in Exhibit M1.

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) months from recordation of the First Phase Road and Park Dedication Plat and in accordance with the MOU. All Community Trails

within the Project will be constructed by Developer(s) in accordance with the MOU, open to the public, and maintained by SBSRD.

2.14.4 School Parcel: School Parcel: Parcel 21.1, containing 5.00 acres is designated for a school, subject to the following conditions:

2.14.4.1 Building: The school building is to be built upon Parcel 21.1. The adjoining Parcel 21.3 may be used for school purposes such as playgrounds, fields, and other open space uses to be built, maintained and owned by the school operator.

2.14.4.2 Two Stories: Building(s) must be constructed on a minimum of two levels to minimize footprint impact, provided that the school site operator may seek relief from this two story restriction by obtaining written approval from the County Council.

2.14.4.3 Shared Use on Parcel 21.2: Recreation components may be provided on Parcels 21.1 and 21.3 and also may be provided on the adjacent Neighborhood Park parcel 21.2 with use shared by the school use and neighborhood. See Neighborhood Park Plan, Exhibit F8. If a school operator and Developer decide to utilize Parcel 21.2 for school purposes, design and construction costs shall be shared by the school entity and Developer with maintenance to be the responsibility of Developer.

2.14.4.4 Parking: The majority of parking, bus drop off/pick up and service access for the school use shall be provided within the school parcel designated as Parcel 21.1 and remaining parking may be shared and located on Parcels 21.2 and 21.3.

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

2.15 Public Utility Easements: Developers agree to grant to the County, its special service districts, and any private utility provider, including broadband service providers, which are authorized to use public utility easements to be established within this Project, perpetual rights and easements, in common with others for the benefit of properties within the Project, to install, construct, maintain and repair utility lines, fiber optic and similar 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 re-vegetate the area equal to or in better condition than existed. All utilities shall be located underground to the greatest extent possible.

2.16 Survival of Developers' Obligations: Notwithstanding any provisions of this Development Agreement to the contrary, and consistent with Section 8.19.2 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.

2.17.1 Dedication of Parcels 10.1 [Open Space] and 11.3 [Park] to the SBSRD.

2.17.2 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.

2.17.3 Construction of amenities provided for in this Agreement, including the community benefits described in Section 5, in the manner and at the times described herein.

2.17.4 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.

2.17.5 Compliance with the indemnification and hold harmless provisions in Section 8.14 hereof, and the mutual release provisions in Section 8.6 hereof.

2.17.6 Construction of Workforce Housing to reach the minimum required percentage of total density constructed as identified in this Agreement.

2.17.7 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.

2.17 Owners Association: There shall be a master association within Silver Creek Village (known as the “Silver Creek Village Owners Master Association” and referenced herein as the Owners Association), 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 Owners Association may contract or otherwise transfer maintenance responsibilities to individual associations within the Silver Creek Village SPA so long as the maintenance of all private infrastructures that are intended to serve the entirety of Silver Creek Village is retained by the Owners 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 plans 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 the Code and ordinances conflict specifically with such vested rights and to the extent that such exemption is necessary to resolve such conflict; and, except with respect to such conflicts, all other provisions of the Code, as amended, and other relevant laws shall apply.

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 Effective 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 interest 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.

SECTION 4 Fees.

4.1 SPA Rezone Application, Agreement Application, Final Subdivision Plat, Development Review, Engineering and Related Fees: Pursuant to the provisions of County regulations, the Developers have paid all fees for Sketch Plan, Development Agreement and Rezone applications associated with the approval of this Agreement. Developers shall receive no further credits or adjustments with respect to fees paid prior to the approval of this Development Agreement toward any other 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 Parcel of the Silver Creek Village SPA shall be paid at the time of the application pursuant to the provisions of 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 special district which are: (i) imposed at the time of issuance of building permits or plat recordings, 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 regulation 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 regulation. 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 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 or plat recordings, Developer agrees to pay the traffic impact fees for all approved land use categories per County regulations. 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 and its Supplement, dated September 8, 2011, by Horrocks Engineering (the "Horrocks Traffic Analysis"), included herein as Exhibit N1, and, as may be required to mitigate traffic impacts created by the Development. 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 conveyed and dedicated to 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 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. Developers shall provide all utilities stubbed to the Community Park in accordance with the MOU.	Donation and dedication to occur simultaneously with the recordation of Phase 1 Road and Park Dedication Plat.
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 twenty-four months after the Effective Date.
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	<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

	garden boxes (including soils), soft trail between boxes, benches, water supply, and dog waste stations. These gardens are to be maintained by the Owners Association or by separately created neighborhood associations.	completed in connection with improvements in Parcel 22.1. <ul style="list-style-type: none"> 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 the Owners Association.	Construction to be completed within twenty-four months after the Effective Date. 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 petrified 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. Program elements include: <ul style="list-style-type: none"> Passive lawn Bench Seating Shade Trees Dog waste station Trash and recycling containers These parks to be maintained by the Owners Association or by separately created neighborhood associations.	Completed within twenty-four months from recordation of a subdivision plat with lots adjacent to a Pocket Park described in Exhibit C1.
Neighborhood Village Green	Developer to construct an approximately 2.5 acre neighborhood park on Parcel 17.1 with these program elements: <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) 	Completed within twenty-four months from recordation of any plat within the adjacent residential development Parcels depicted in Exhibit B1.

	<ul style="list-style-type: none"> • 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 the Owners Association.</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.) • Trash and recycling receptacles • Dog waste station. <p>Phase 1 improvements to be maintained by the Owners Association and Phase 2 improvements to be maintained in accordance with a separate maintenance agreement.</p>	<p>Phase 1 of this park, as generally depicted on Exhibit F8, will be completed within twenty-four months of the Effective Date. 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 the rehabilitation of the abandoned wastewater treatment ponds in connection with the Phase 1 improvements described herein.</p>
Neighborhood Trails	<p>Developer to construct Neighborhood Trails as subdivision plats are recorded 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 Owner Association, or similar owner's association, managed open space areas. Neighborhood trails are to be maintained by an owner's association.</p>	<p>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.</p>
Wet Habitat, Detention	<p>Developer to construct approximately 3.5</p>	<p>Completion within twenty-four</p>

Basins and Wetland Rehabilitation	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.	months of the Effective Date.
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 operated once each of the four following parcels (Parcels 11.3, 12.1, 7.3 and 21.1) is subdivided and units within such subdivisions have received certificates of occupancy. Horizontal improvements for each bicycle station (but not the stations themselves) shall be constructed in connection with the installation of subdivision improvements at the proposed locations depicted on Exhibit B1. The bicycle stations themselves will be constructed once the requirement to operate the program has been triggered
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 the Effective Date. 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 Snyderville Basin Transit District 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 the Snyderville Basin Transit District. Developer's obligation is to cooperate with the transit district and dedicate land or right-of-way for their use, but Developer is not obligated to pay for the construction of transit stops.
PassivHaus Model Home	Developer to construct a PassivHaus Model Home. This means "an energy	Model home to be completed by the time the 271 st building permit

	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.”	is issued for the construction of a residential unit in the Project.
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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 and approved by the County.

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

5.2.1 Developers shall construct, allocate, and regulate workforce housing in accordance with this Development Agreement. Developers may enter into a separate Workforce Housing agreement with Mountainlands Community Housing Trust or other Summit County approved entity. However, the obligation to provide Workforce Housing shall remain at all times with the Developers. In the event of any conflict between the Workforce Housing agreement and this Agreement, this Development Agreement shall take precedent. 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; and (iii) any Summit County workforce housing data.

5.2.2 Each affordable housing unit constructed within the Project shall be conveyed subject to deed restriction or affirmative covenant, or by other desired mechanisms to provide record notice of restrictions, including 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 workforce housing:

5.2.2.1 330 Workforce Housing Unit Equivalentents (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 and

in accordance with the approved density described in Section 2.3.1, the WUE's shall total at a minimum 330 WUE's and a minimum of at least 330 actual total units.

5.2.2.2 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 the Director detailing the number of WUE's supplied by Developer within the Project.

5.2.2.3 A variety of unit types and styles will be provided with no more than 60% of one WUE unit type provided throughout the Project.

5.2.2.4 For Sale and For Rent units may be provided as set forth in the terms and conditions of the Deed Restrictions recorded against the workforce unit. The Deed Restrictions shall be approved by the County and Mountainlands Community Housing Trust or other non-profit organization approved by the County 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.

5.2.2.5 "For Sale" Workforce Units: The maximum sales price for 50% of the "for sale" workforce units shall be limited to a price that is affordable to households earning 60-80% of AMI, as set forth in the Code. The remaining "for sale" workforce 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.

5.2.2.6 Income qualifications for each price set forth in Section 5.2.2.5 above shall be initially set at the maximum income for each category (i.e. 80% for 60-80% AMI) for the first 90 days after the issuance of a certificate of occupancy for each unit. If not under contract, a Waterfall provision shall be established that allows unsold workforce units to be made available to those buyers that qualify below 100% AMI after 90 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, but 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.

5.2.2.7 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 90 days.

5.2.2.8 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.

5.2.2.9 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 County.

5.2.2.10 All "for sale" workforce units shall be owner-occupied at all times.

5.2.2.11 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.

5.2.2.12 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.

5.2.2.13 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. 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.

5.2.2.14 All rental agreements shall be for a minimum of 90 days.

5.2.2.15 Nightly and weekly rentals shall be prohibited in workforce units.

5.2.2.16 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.

5.2.2.17 Developer may donate a lot, lots, parcels or property to a County approved non-profit organization, who will construct the workforce unit(s) consistent with this Agreement, provided the non-profit organization consents in writing to such transfer. Developer shall, at all times, be responsible for ensuring that the workforce unit(s) required herein be built, whether by such non-profit organization or by itself. The consent of the County to allow a non-profit organization to build the workforce unit(s) does not relieve the Developer of the responsibilities hereunder. Developer shall convey the property by Special Warranty Deed free and clear of all financial encumbrances and, unless agreed to otherwise by Developer and the non-profit organization, present a construction ready lot brought to rough grade. Developer shall provide a title insurance policy in the amount of the fair market value of the property showing that there are no liens or encumbrances against the property. At a minimum, Developer shall provide 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 district or recreation district fees. The property shall have water available. All water shares, water impact fees and the like shall be pre-paid by Developer. Upon conveyance to a non-profit organization, Developer's 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(s). 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. All workforce units 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.

5.2.2.18 All workforce units 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 the National Green Building Standard (2012 currently) and the then effective version in effect at the time of building permit 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.

5.3.2.1 Silver Creek Village will 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 on the Effective Date, 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. These annual updates shall be made in connection with the updates required by Section 8.17 below.

5.3.2.2 Prior to plat recordation within any Parcel within the Project (but not the Phase 1 Road and Park Dedication Plat), Silver Creek Village will comply with the National Green Building Standard for Site Design and Development or a similar standard and submit proof of such to Summit County. The application for obtaining such status 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 Water Special Service District (“MRWSSD”) has committed, on a preliminary basis, to supply retail potable water 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, MRWSSD, WBWCD, the Division of Water Quality (DWQ) and the State Engineer. Developers agree that once reuse water is available for distribution because a water provider has taken actions to obtain required approvals and permits and construct required facilities, 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 shall have twenty-four (24) months from the time reuse water becomes available to connect the identified Parcels in Exhibit C1 which have been developed for 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 the County withholding development approvals, including plat approvals.

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

5.3.4.1 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 (Parcel 21.2; Exhibit F8) 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.

5.3.4.2 Institute turf limitations. There will be a maximum 20% of an entire building lot or residential development parcel that may include turf. Requirement will be noted on all plats containing residential units.

5.3.4.3 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 regulation. The program shall be instituted for residential and nonresidential uses within the Project.

5.3.4.4 Require all fireplaces to be non-wood burning. This requirement shall be noted on all plats.

5.3.5 Soils. Developer(s) shall comply with all soil contamination requirements contained within federal, state and local statutes, ordinances and regulations.

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 conform to 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:

6.1.1 DRC Standard. The Silver Creek Village Design Review Committee (“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.

6.1.2 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 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 regulations, and state law.

6.3 Construction Mitigation and Management Plan Required. A building permit will not be issued for the Project until an adequate Construction Mitigation and Management Plan has been established for the Project and approved by the County Engineer, who may require reasonable changes to address any unforeseen impacts that occur during construction. The plan shall address the following matters specifically, together with any other related matters identified by the Director and Developer:

- Revegetation/erosion protection/runoff control;
- Site grading;
- Dust and debris control;
- Recycling construction material waste;
- Damage to public roadways as a result of construction;
- Traffic control/construction management control;
- Hours of construction;
- Staging and screening of construction materials and equipment;
- Construction lighting, construction security, and fire protection;
- Solid Waste Disposal for construction wastes; and
- Parking.

6.4 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.

6.5 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.

6.6 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.

6.7 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:

6.7.1 Water Service: Developer has sufficient pre-paid water connections from MRWSSD to satisfy the Code requirements for culinary water for a significant portion of the Project and will obtain additional water connections from MRWSSD, or another authorized water provider, for future phases of the Project, as may be required by the then existing water concurrency regulations of the County, by the time of applying for plat or development permit approvals.

6.7.2 Sewer Service: A Line Extension Agreement approved by the SBWRD 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.

6.7.3 Fire Protection:

6.7.3.1 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.

6.7.3.2 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.

6.7.4 Road Capacity: The Horrocks Traffic Analysis determined that Silver Creek Village may construct up to 271 units within the Silver Creek Village SPA prior to the construction of additional traffic mitigation/improvements at the Silver Summit interchange (“Traffic Mitigation Trigger”). Necessary mitigation for impacts generated by the first 271 units are called out within the Horrocks Traffic Analysis (Exhibit N1). The Horrocks Traffic Analysis dictates that any development beyond 271 units will require additional mitigation of roadways/traffic impacts at the Silver Summit interchange. Consequently, once

the Traffic Mitigation Trigger has been reached, an amendment updating the Horrocks Traffic Analysis shall be required by the County Engineer in order to identify future traffic impacts and conditions from the Project and a determination of any required additional traffic mitigation on the part of the Developer as incremental increases in the residential occupation occurs.

6.7.5 Recreation: A letter from the SBSRD indicating that all requirements of the SBSRD concerning the Community Trail and Highland Estates Pedestrian Tunnel have been met.

6.7.6 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/or 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 the 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 those obligations set forth in Section 2.17.

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 added to the Silver Creek Village SPA for purposes of this 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 in its sole discretion 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

8.28.1. 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.

8.6 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 or legal challenge 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. This Development Agreement may not be modified or amended except in writing mutually agreed to and accepted by both Parties to this Development Agreement.

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:

8.14.1 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. 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 the County executing this Development Agreement. The County may make all reasonable decisions with respect to its representation in any legal proceeding.

8.14.2 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.

8.14.3 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 (or with respect to any claim, demand or action such written notice may be given more than 10 days after such claim, demand, or action has been asserted against the County so long as such notice does not prejudice Developer's ability to defend the County). 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. Intentionally Omitted.

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:

8.18.1 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:

8.18.1.1 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.

8.18.1.2 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.

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

8.18.2 Procedure Upon an Event of Default:

8.18.2.1 Within ten (10) days after the occurrence of default, the Party claiming the default shall give the Party alleged to have committed the default (the “Defaulting Party”) written notice specifying the nature of the alleged default and, when appropriate, the manner in which the default must be satisfactorily cured. The Defaulting Party 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, (i) Developer, if the County is the Defaulting Party, may take all appropriate legal action, or (ii) County, if the Defaulting Party is the Developer, may terminate this Development Agreement by giving written notice in accordance with this Agreement. 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 the Defaulting Party, 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 the Defaulting Party is prosecuting those actions diligently to completion.

8.18.2.2 The County does not waive any claim of defect, default or breach in performance by Developers, if on periodic review the County does not propose to modify or terminate this Development Agreement, *provided, however*, if the Director has actual knowledge of a claim of a defect, default or breach in performance and does not so notify Developer in writing within twelve (12) months of the Director first knowing of such claim, then such a claim is waived as to that claim only but not as to the new claims separate from the claim waived.

8.18.2.3 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.

8.18.2.4 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.

8.18.2.5 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.

8.18.2.6 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.

8.19 Termination:

8.19.1 Termination Upon Repudiation before Completion of Development. An express repudiation, refusal or renunciation of this Development Agreement, if the same is in writing and signed by Developer, shall be sufficient to terminate this Development Agreement and a hearing on the matter shall not be required.

8.19.2 Termination Upon Completion of Development. This Development Agreement shall terminate on the earlier of (a) that certain date that the Project has been fully developed and the obligations of Developer and the County in connection therewith are satisfied, or (b) the expiration of the Term as set forth in Section 8.5. Upon such occurrence, Developer may request that the County record a notice that this Development Agreement has been fully performed and therefore terminated as to the Project.

8.19.3 Termination upon Default. This Development Agreement shall be subject to termination by the County prior to the completion of the Project when an Event of Default by Developer remains unresolved after notice and the opportunity to cure provided by Section 8.18. The termination of this Agreement shall be exercised by the County Council after written notice to all parties and after a public hearing providing the Developer with an opportunity to speak and be heard by the County Council. The County Council may determine that upon termination, certain obligations of Developer survive the termination of this Development Agreement.

8.19.4 Effect of Termination on Developer Obligations. Termination by the County of this Development Agreement with respect to the Project pursuant to Section 8.19.3 shall not affect Developer's obligation to comply with the terms and conditions of any applicable zoning, subdivision plat, site plan, building permit, or other land use entitlement approved with respect to the rest of the Project, nor shall it affect any other covenants or other development requirements specified or created pursuant to this Development Agreement. Subject to Section 8.19.1, termination of this Development Agreement with respect to the Project shall not affect or invalidate Developer's obligations under Section 5 or its obligations of indemnification and defense under Section 8.14 or the survival provisions of Section 2.17.

8.19.5 Effect of Termination on the County Obligations. Upon any termination of this Development Agreement with respect to the Project, the entitlements, conditions of development, limitations on fees, and all other terms and conditions of this Development Agreement and any amendments hereto shall no longer be vested by reason of this Development Agreement with respect to any portion of the Project then undeveloped and not then covered by a subdivision plat or site plan application. Those undeveloped portions of the Project may be subject to then existing planning and zoning law. Upon such a termination, the County shall no longer be prohibited by this Development Agreement from making any changes or modifications to such entitlements, conditions, or fees applicable to such undeveloped portions of the Project.

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

8.20 Disputes.

8.20.1 In the event that a dispute arises in the interpretation or administration of this Development Agreement, Developer may request a formal decision of the Director which may be appealed pursuant to the provisions of the Code.

8.20.2 Notwithstanding any provision of this Development Agreement, the Parties recognize that under the police powers granted to it, the County has the right to enforce its rules, policies, regulations, ordinances, and the terms of this Development Agreement by any method allowed by law, including injunctive relief. The County shall be free from any liability arising out of the proper exercise of its rights.

8.21 Institution of Legal Action. In addition to any other rights or remedies, any Party to this Development Agreement may institute legal action to interpret, cure, correct or remedy a default or breach, to specifically enforce any covenants or agreements set forth in this Development Agreement, to enjoin any threatened or attempted violation of this Development Agreement, or to obtain any remedies consistent with the purpose of this Development Agreement. Legal actions shall be instituted in the Third Judicial District Court of the County of Summit, State of Utah.

8.22 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.

8.23 Third Party Legal Challenges: In those instances where, in this Development Agreement, Developer has agreed to waive a position with respect to the applicability of current County policies and requirements, or where Developer has agreed to comply with current County policies and requirements, Developer further agrees not to participate either directly or indirectly in any legal challenges to such 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.

8.24 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.

8.25 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.

8.26 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 hereof.

8.27 Savings Clause: If any provision of this Development Agreement, or the application of such provision to any person 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.

8.28 Amendments to the Development Agreement:

8.28.1 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 2.3.1, 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.

8.28.2 Technical Modifications: The Director is hereby empowered to approve Technical Modifications as that term is described in Section 2.9.1 to vary the size of a Block by up to ten percent (10%) of the square footage of that Block. The Planning Commission is hereby empowered to approve Technical Modifications as that term is described in Section 2.9.1 to vary the size of a Block by up to twenty percent (20%) of the square footage of that Block. Such Technical Modifications shall be described in subdivision plats and site plans in which the approved Technical Modification is located or in a notice of technical modification signed by the Director or Chair of the Planning Commission, and recorded with the County Recorder.

8.28.3 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.

8.29 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.

8.30 Incorporation of Recitals and Exhibits: All recitals shown above and all attached Exhibits shall be incorporated into and deemed a part of this Development Agreement as though fully set forth herein, and the same shall be binding upon the Parties hereto.

8.31 Force Majeure. 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, or 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.

8.32 Severability. If any provision of this Development Agreement, or the application of such provision to any person or circumstance, is held invalid, void, or unenforceable, but the remainder of this Development Agreement can be enforced without failure of material consideration to any Party, then the remainder of this Development Agreement shall not be affected thereby and it shall remain in full force and effect, unless amended or modified by mutual consent of the Parties.

8.33 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 its 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.

8.34 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.

8.35 Recordation of Development Agreement. Once fully executed by the Parties, the County shall immediately record this Development Agreement in the office of the Summit County Recorder.

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: _____
Kim Carson, 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: Summit County Attorney
P.O. Box 128
Coalville, Utah 84017

ATTEST:

Kent Jones
Summit County Clerk

APPROVED AS TO FORM:

David L. Thomas
Chief Civil Deputy

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

And: Snell & Wilmer L.L.P.
Attention: Wade Budge
15 West South Temple, Suite 1200
Salt Lake City, UT 84101

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:

TABLE OF CONTENTS

SECTION 1 CERTAIN DEFINITIONS WITH RESPECT TO THIS DEVELOPMENT AGREEMENT - 4 -

1.1 Allowed Uses - 4 -

1.2 Area Median Income (AMI) - 4 -

1.3 Assisted Living Residences or Facility - 4 -

1.4 Blocks - 4 -

1.5 Book of Exhibits - 4 -

1.6 Building Permit - 4 -

1.7 Civic Uses - 4 -

1.8 Code - 4 -

1.9 Code (Vesting) - 5 -

1.10 Commercial Unit - 5 -

1.11 Community Park - 5 -

1.12 Community Trail - 5 -

1.13 Condominium Hotel - 5 -

1.14 Condominium Unit - 5 -

1.15 County - 5 -

1.16 Deed Restrictions - 5 -

1.17 Design Review Committee (DRC) - 5 -

1.18 Developers - 5 -

1.19 Development Agreement - 6 -

1.20 Development Improvements Agreement - 6 -

1.21 Development Standards - 6 -

1.22 Director - 6 -

1.23 General Plan - 6 -

1.24 Hotel - 6 -

1.25 Land Use Laws - 6 -

1.26 Land Use Plan - 6 -

1.27 Live-Work Uni - 6 -

1.28 Loft - 6 -

TABLE OF CONTENTS
(continued)

1.29	Multi-Family Unit.....	- 6 -
1.30	Neighborhood Park.....	- 7 -
1.31	Neighborhood Trails.....	- 7 -
1.32	Open Space.....	- 7 -
1.33	Parcel.....	- 7 -
1.34	PassivHaus.....	- 7 -
1.35	Phase.....	- 7 -
1.36	Planning Commission.....	- 7 -
1.37	Pocket Park.....	- 7 -
1.38	Project.....	- 7 -
1.39	Public Facilities.....	- 7 -
1.40	Residential Unit.....	- 7 -
1.41	Silver Creek Village SPA.....	- 8 -
1.42	Single Family Unit.....	- 8 -
1.43	Sketch Plan.....	- 8 -
1.44	Temporary Nursery.....	- 8 -
1.45	Turf.....	- 8 -
1.46	Village Commercial.....	- 8 -
1.47	Workforce Unit Equivalent (WUE).....	- 8 -
SECTION 2	THE PROJECT.....	- 9 -
2.1	Compliance with Local Laws and Standards.....	- 9 -
2.2	Legal Description of the Project.....	- 9 -
2.3	Approved Density, Use and Configuration.....	- 9 -
2.3.1	Approved Density.....	- 9 -
2.3.2	Land Uses within Project.....	- 9 -
2.3.3	Allowed Uses.....	- 10 -
2.3.4	Village Commercial Unit Equivalents.....	- 10 -
2.3.5	Conversion of Approved Commercial Square Footage to Residential Units Prohibited.....	- 10 -
2.3.6	Condominium Hotel Density.....	- 10 -

TABLE OF CONTENTS
(continued)

2.3.7	Assisted Living Density	- 10 -
2.3.8	Accessory Dwelling Unit (ADU).....	- 10 -
2.3.9	Monitoring of Density.....	- 10 -
2.4	Development Configuration of Silver Creek Village	- 11 -
2.5	Phase 1 Road and Park Dedication Plat	- 11 -
2.6	Developers’ Discretion	- 11 -
2.7	Specific Design Conditions.....	- 11 -
2.8	Consistency with Land Use Plan Required.....	- 12 -
2.9	Land Use Plan Modifications.....	- 12 -
2.9.1	Technical Modifications	- 12 -
2.9.2	Material Modifications.....	- 12 -
2.10	Mixed Use Component	- 13 -
2.11	Roadway Standards.....	- 13 -
2.12	Snow Storage and Street Trees	- 13 -
2.12.1	Master Silver Creek Village HOA (OWNERS ASSOCIATION) Responsibilities	- 13 -
2.12.2	Street Trees	- 13 -
2.13	Public Sidewalks.....	- 13 -
2.14	Natural Parks, Trails and Open Space	- 14 -
2.14.1	Open Space Preservation.....	
2.14.2	Community Park Dedication.....	- 14 -
2.14.3	Trails	- 14 -
2.14.4	School/Civic Parcel.....	- 14 -
2.15	Project Sign Design.....	- 15 -
2.16	Public Utility Easements.....	- 15 -
2.17	Survival of Developers’ Obligations	- 15 -
2.18	Silver Creek Village Homeowners Association	- 16 -
SECTION 3	VESTED RIGHTS AND RESERVED LEGISLATIVE POWERS	- 16 -
3.1	Vested Rights	- 16 -
3.2	Reserved Legislative Powers	- 17 -

TABLE OF CONTENTS
(continued)

SECTION 4	FEES	- 17 -
4.1	SPA Rezone Application, Agreement Application, Final Subdivision Plat, Development Review, Engineering and Related Fees	- 17 -
4.2	Impact Fees	- 17 -
4.3	Financial Contribution Reflecting Impact on Regional Transportation Facility	- 18 -
SECTION 5	COMMUNITY BENEFITS, AFFORDABLE HOUSING REQUIREMENT AND ENVIRONMENTAL ENHANCEMENTS	- 18 -
5.1	Table of Community Benefits and Project Amenities	- 18 -
5.1.1	Minimum Requirements	- 20 -
5.2	Affordable Housing Requirements	- 21 -
5.3	Environmental Enhancements and Requirements	- 24 -
SECTION 6	DEVELOPMENT AND CONSTRUCTION PROCESSES	- 26 -
6.1	Development Permits	- 27 -
6.2	Final Construction Documents	- 27 -
6.3	Construction Mitigation and Management Plan Required	- 27 -
6.4	Shared Parking	- 28 -
6.5	Building Permit Required	- 28 -
6.6	Development Improvements Agreement	- 28 -
6.7	Compliance with Concurrency Management Standards	- 29 -
SECTION 7	SUCCESSORS AND ASSIGNS	- 30 -
7.1	Binding Effect	- 30 -
7.2	Transfer of Silver Creek Village	- 30 -
7.3	Release of Developers	- 31 -
SECTION 8	GENERAL TERMS AND CONDITIONS	- 31 -
8.1	No Addition to Project	- 31 -
8.2	Agreements to Run with the Land	- 31 -
8.3	Construction of Development Agreement	- 31 -
8.4	Laws of General Applicability	- 32 -
8.5	Term	- 32 -
8.6	Mutual Releases	- 32 -

TABLE OF CONTENTS
(continued)

Page 5

8.7	State and Federal Law.....	- 32 -
8.8	Enforcement.....	- 33 -
8.9	No Waiver.....	- 33 -
8.10	Entire Agreement.....	- 33 -
8.11	Notices.....	- 33 -
8.12	Applicable Law.....	- 34 -
8.13	Execution of Agreement.....	- 34 -
8.14	Hold Harmless.....	- 34 -
8.15	Relationship of Parties.....	- 35 -
8.16	No Implied Covenant of Good Faith and Fair Dealing.....	- 35 -
8.17	Annual Review.....	- 35 -
8.18	Default.....	- 36 -
8.19	Termination.....	-
8.20	Disputes.....	-
8.21	Instigation of Legal Action.....	-
8.22	Rights of Third Parties.....	- 37 -
8.23	Third Party Legal Challenges.....	- 37 -
8.24	Obligations and Rights of Mortgage Lenders.....	- 37 -
8.25	Computation of Time.....	- 38 -
8.26	Titles and Captions.....	- 38 -
8.27	Savings Clause.....	- 38 -
8.28	Amendments to the Development Agreement.....	- 38 -
8.29	Conflicting Provisions.....	- 39 -
8.30	Incorporation of Exhibits.....	- 39 -
8.31	Force Majeure.....	
8.32	Severability.....	-
8.33	Project is a Private Undertaking.....	- 39 -
8.34	Warranty of Authority.....	- 39 -
8.35	Recordation of Development Agreement.....	-

**MEMORANDUM OF UNDERSTANDING FOR THE
SILVER CREEK VILLAGE SPECIALLY PLANNED AREA COMMUNITY
PARK DEDICATION AND DEVELOPMENT AND MAINTENANCE
RESPONSIBILITIES**

THIS MEMORANDUM OF UNDERSTANDING (“MOU”) is made and entered into this _____ day of _____ 2015 (the “Effective Date”), by and among SNYDERVILLE BASIN SPECIAL RECREATION DISTRICT, a Utah political subdivision (“BASIN RECREATION”); LIBERTY CAPITAL LENDING, LLC, a Utah limited liability company (“LIBERTY”); and GAYLE LARSEN, an individual (“LARSEN”).

This MOU is made with reference to the following facts:

A. Liberty and Larsen (the “Developers”) are the owners of certain undeveloped real property in the Snyderville Basin, Summit County and the State of Utah. The Developers have negotiated and entered into a Development Agreement for the Silver Creek Village Specially Planned Area with Summit County (the “Development Agreement”); and

B. In accordance with the Development Agreement, the Developers have agreed to convey and transfer to Basin Recreation for a community park and passive open space Parcel 11.3 identified in the Development Agreement; and

C. Basin Recreation has agreed to accept Parcel 11.3 and other property interests described below from Developers for the purpose of constructing, operating and maintaining community recreation facilities and open space for the public; and

D. In the Development Agreement, Developers are required to provide easements for portions of the Community Trail (including the trail spurs to two existing pedestrian tunnels) to be located outside of property owned, or to be owned, by Basin Recreation; and

E. Developers have further agreed to pay to construct the Community Trail and certain Neighborhood Trail segments as described in the Development Agreement and this MOU;

F. All parties to this MOU agree that a comprehensive plan for park and trail development within the Silver Creek Village will benefit each party and the public and all parties desire to achieve economic efficiencies in planning and constructing the recreational amenities and facilities as more fully set forth below; and

G. Developers have agreed to modify the grading and drainage at the existing tunnel under Highway 40 to eliminate silt and debris build up within the time frame set forth in the Development Agreement, and to have the Community Trail connect to the existing tunnel, which tunnel is sometimes referred to as the Highland Estates Pedestrian Tunnel.

NOW THEREFORE, in consideration of the contractual commitment of the Developers and Summit County in the Development Agreement, and the mutual promises and covenants of the parties herein set forth, the parties agree as follows:

1. Definition and Description of Parties and Terms

a. "Basin Recreation" shall mean the Snyderville Basin Special Recreation District, a Utah body politic, whose principal address is:

c/o District Administrator
5715 Trailside Drive
Park City, UT 84098

b. "Developers" shall mean Liberty Capital Lending, a limited liability company whose principal address is:

c/o Matt Lowe
6028 South Ridgeline Drive
Ogden, Utah 84405

and Gayle Larsen, whose principal address is:

c/o Gayle Larsen
4310 Santa Maria Street
Coral Gables, FL 33146

- c. "Development Agreement" shall mean the Development Agreement for the Silver Creek Village Specially Planned Area and Summit County Ordinance No. _____, dated _____.
- d. Capitalized terms in this MOU that are not defined herein shall have the same meanings as found in the Development Agreement.

2. Purpose of this Memorandum of Understanding: This MOU is intended to identify the terms and conditions of the Silver Creek Village SPA Community Park Parcel dedicated by the Developers to Basin Recreation as described in the Silver Creek Village SPA Development Agreement with Summit County. This MOU: (1) sets forth the form for conveyance of land; (2) identifies provisions relating to the provision of certain water lines to the park parcel; and (3) establishes levels of cooperation in infrastructure design and responsibilities for infrastructure construction, including public trails.

3. Land and Trail Dedication. Within five (5) days of recordation of the Phase 1 Roadway and Community Park Dedication Plat, which plat is to be recorded contemporaneously with the recordation of the Development Agreement, Developers shall (i) convey Parcels 11.3 and 10.1 to Basin Recreation in the form of deed attached hereto as Exhibit A, and (ii) execute a Trail Easement Agreement, in the form attached hereto as Exhibit B, conveying a 20' wide trail easement to Basin Recreation over portions of Parcels 2.5, 21.1, 21.2, 22.2 and 23.5 and in the location depicted on the Phase 1 Roadway and Community Park Dedication Plat. Basin Recreation agrees to execute the conveyance instruments referenced in this Section 3 after Developers have executed the same and to cause both the deed and easement agreement to be recorded with the Summit County Recorder.

4. Water, Sewer and Other Utilities. Basin Recreation will be responsible for obtaining water and sewer service and other utilities for its properties, including properties it obtains from

Developers. Basin Recreation also will be responsible for paying rates, fees and other charges from such service providers. Developers will provide a stubbed culinary water line to the boundary of Parcel 11.3 at a point coordinated with Basin Recreation. If and when the Developers are able to secure and provide a secondary irrigation water supply generated by a greywater or reclaimed water system located within the Silver Creek Village project, Developers will also provide stubbed secondary water to the boundary of Parcel 11.3 at a point coordinated with Basin Recreation. Developers will also provide gas, electric and communications utility access for Parcel 11.3 as Developer constructs improvements within the road to be constructed along the east boundary of Parcel 11.3. Developers will coordinate the location of all utility stub lines and connections with Basin Recreation. Basin Recreation shall be responsible for the costs of constructing all utility lines and other infrastructure, including, but not limited to, pipes, tanks, facilities, lines, cables and pumps, on the property owned by Basin Recreation, including Parcel 11.3, that Basin Recreation requires for development on its properties.

5. Infrastructure Improvements.

5.1 *Infrastructure Construction.* Basin Recreation will be responsible for constructing all improvements within and on the properties it obtains from Developers, *provided, however,* Developer shall be responsible (i) for paying for the trail construction as described in Section 6 below and (ii) for constructing and paying for utility improvements that are built on Parcels 11.3 or 10.1 that benefit the Developers' properties, including those drainage improvements depicted on Exhibit H-1 of the Development Agreement ("Developer Infrastructure"). Developer agrees to coordinate with Basin before constructing any Developer Infrastructure on Parcels 11.3 and 10.1 so as to minimize impacts to any improvements or plans that Basin may have for those parcels. Developer agrees to relocate the Developer Infrastructure in the event that Basin Recreation's development of Parcel 11.3 would interfere with Developer Infrastructure, including lines, pipes or other infrastructure installed by Developer under this section. Nothing in this section shall require Developer to relocate the Trail or detention/retention ponds to be constructed in the locations depicted on Exhibit H-1.

5.2 *Potential Reimbursement Agreements.* Developers and Basin Recreation may enter into a future reimbursement agreement to coordinate having Developers, or one of them, construct improvements for Basin Recreation, upon terms set forth in such reimbursement agreement. By way of example, the parties may elect to enter into reimbursement or similar written agreement to have Developer construct the following types of improvements, or perform the following services, on behalf of Basin Recreation: electric utility lines, natural gas utility lines, telephone lines, greywater distribution lines, parking areas, site work including grading, wetland clean-up or enhancements, and land planning and design.

6. Community Trails

6.1 *Trail Construction.* Developers shall construct or provide funds to Basin Recreation to construct (i) the Community Trail described in the Trail Easement Agreement referenced in Section 3 above; and (ii) those portions of the Neighborhood Trails located within Parcel 11.3 as depicted on Exhibit F5 of the Development Agreement. Construction of the Community Trails shall be completed within twenty-four months of execution of the Development Agreement, as required in the Development Agreement.

6.2 *Construction Coordination.* Prior to construction of the Community Trails or Neighborhood Trail segments, the trail alignments shall be marked by a centerline stake and approved by Basin Recreation and the Developer to verify the final location in advance of construction.

6.3 *Improvements Agreement and Financial Assurance.* If Developer is to construct the trails in lieu of providing funds to Basin Recreation to construct them, Developer shall enter into a Development Improvements Agreement to warranty the construction for one (1) year from completion of the particular improvement and post an improvement warranty bond, cash deposit or letter of credit in accordance with Utah Code Ann. § 17-27a-604.5, as may be amended.

6.4 *Construction Standards.* All trails constructed under the provisions of the MOU shall comply with the current public trail construction standards adopted by Basin Recreation.

6.5 Trail Signage. Basin Recreation shall be responsible to construct and maintain signs along the Community Trail as desired. Trail sign locations shall be coordinated and approved by the Developer prior to construction. Trail sign specifications shall match current Basin Recreation sign standards.

7. Successors and Assigns. This MOU shall be binding upon and inure to the benefit of the successors, heirs and assigns of the parties hereto, and to any entities resulting from the reorganization, consolidation, or merger of any party hereto. The obligations of this MOU shall not apply to owners or commercial parcels within the project but rather shall be the obligation of the Developers.

8. Entire MOU No Third Party Beneficiaries. This MOU constitutes the entire understanding and agreement between the parties, and supersedes any previous agreement, representation, or understanding between the parties relating to the subject matter hereof. There are no third party beneficiaries of this MOU.

9. Severability. The provisions of this MOU are not severable, and should any provision hereof be deemed void, unenforceable or invalid, such provision shall affect the remainder of this MOU, and shall provide grounds for dissolution of the MOU at the option of the parties in the exclusive discretion of each of them.

10. Waiver. Any waiver by any party hereto of any breach of any kind or character whatsoever by the other party, whether such waiver be direct or implied, shall not be construed as a continuing waiver of or consent to any subsequent breach of this MOU on the part of the other party.

11. Modification. This MOU may not be modified except by an instrument in writing signed by the parties hereto.

12. Governing Law. This MOU shall be interpreted, construed and enforced according to the laws of the State of Utah.

13. Default. In the event of default on the part of any party to this MOU, that party shall be liable for all reasonable costs and expenses incurred by the other parties in enforcing the provisions of this

MOU, whether or not legal action is instituted. A party claiming another party is in default under this MOU shall provide written notice of the default and an opportunity to cure before declaring a breach of the MOU or pursuing any legal or equitable remedies.

IN WITNESS WHEREOF, BASIN RECREATION AND LIBERTY CAPITAL LENDING, LLC expresses the understanding between the parties as of the date first above written.

Attest:

SNYDERVILLE BASIN SPECIAL RECREATION DISTRICT

By: _____

Title: _____

LIBERTY CAPITAL LENDING, LLC

By: _____

Title: _____

GAYLE LARSEN

By: _____

EXHIBIT A

[Form of Special Warranty Deed for Conveyance of Parcels 11.3 and 10.1]

When recorded, return to:

Wade R. Budge
Snell & Wilmer L.L.P.
15 West South Temple, Suite 1200
Salt Lake City, UT 84101

Send tax notices to:

Snyderville Basin Special Recreation District
Attention: District Administrator
5715 Trailside Drive
Park City, UT 84098

**SPECIAL WARRANTY DEED
WITH COVENANTS**

THIS INSTRUMENT is entered into as of the ____ day of May, 2015 (“**Effective Date**”), between **LIBERTY CAPITAL LENDING, LLC**, a Utah limited liability company (“**Grantor**”) and **SNYDERVILLE BASIN SPECIAL RECREATION DISTRICT**, a Utah political subdivision with an address of 5715 Trailside Drive, Park City, UT 84098 (“**Grantee**”).

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby conveys and warrants against all who claim by, through, or under the Grantor to Grantee the following real property located in Summit County, Utah (the “**Property**”) and described as follows:

See attached Exhibit A;

TOGETHER WITH all rights and privileged appurtenant thereto; and

RESERVING unto Grantor the right to locate, construct and dedicate to the appropriate public entities utility easements as may be necessary for developing the Silver Creek Village as depicted and described in the Development Agreement for the Silver Creek Village Specially Planned Area between the Summit County and Grantor as recorded in the office of the County Recorder, Summit County, Utah (“**Development Agreement**”); and

FURTHER RESERVING unto Grantor the right to amend any portion of the Development Agreement, without the signature or approval of Grantee, so long as such amendment does not touch or physically impact the Property granted hereby; and

SUBJECT TO all matters of record, including any reservations, easements, covenants, conditions, restrictions, and all other rights or interests of record or enforceable at law or equity; and

IN CONNECTION WITH (and as an integral part of) the conveyance of the Property, Grantor and Grantee agree as follows:

1. Covenant to Comply with Development Agreement. Grantee shall take no actions or construct any improvements which are inconsistent with the Development Agreement, as the same may be amended from time to time, in connection with the development, ownership, use and/or operation the Property granted hereby.

2. No Road Connection. Grantee shall not allow the construction of a through-road or vehicle connection between the frontage road on the western border and the to be constructed road along the eastern border of Parcel 11.3 (included within the Property conveyed hereby); provided, however, that Grantee may establish a paved connection between the aforementioned roads so long as there is a gate to prevent through access other than on an emergency basis.

3. Term. The term of the covenants set forth in this Deed shall continue until the Development Agreement terminates in accordance with its terms.

4. Running of Benefits and Burdens. The covenants, including the burdens stated and implied, touch, concern, and run with the Property and are binding upon the successors-in-title of Grantee.

ENTERED INTO AS OF THE EFFECTIVE DATE.

GRANTOR:

LIBERTY CAPITAL LENDING, LLC, a Utah limited liability company

By: _____
Its: _____

GRANTEE:

SNYDERVILLE BASIN SPECIAL RECREATION DISTRICT, a Utah political subdivision

By: _____
Its: _____

ACKNOWLEDGMENT

STATE OF _____)
 : ss.
COUNTY OF _____)

On this ___ day of _____, 20___, personally appeared before me _____, who being duly sworn, did say that he/she is the _____ of Liberty Capital Lending, LLC, and acknowledged to me that the preceding agreement was signed on behalf of said company.

NOTARY PUBLIC

ACKNOWLEDGMENT

STATE OF UTAH)
 : ss
COUNTY OF SUMMIT)

The foregoing instrument was acknowledged before me this ___ day of _____, 201_ by _____, who being duly sworn, did say that he/she is the _____ of Snyderville Basin Special Recreation District, Utah political subdivision, on behalf of said district.

NOTARY PUBLIC

EXHIBIT A
Legal Description of Property

Also known as Parcel 11.3 and 10.1 in the Development Agreement for Silver Creek Village recorded _____ with the Summit County Recorder.

EXHIBIT B

[Form of Trail Easement Agreement]

WHEN RECORDED, PLEASE RETURN TO:
LIBERTY CAPITAL LENDING, LLC
Attention: Matt Lowe
6028 South Ridgeline Drive
Ogden, UT 84405

PUBLIC TRAIL EASEMENT AGREEMENT

This Public Trail Easement Agreement (“Agreement”) is made and entered into as of the date of last execution below by and between LIBERTY CAPITAL LENDING, LLC, a Utah limited liability company (“Developer”), and SNYDERVILLE BASIN SPECIAL RECREATION DISTRICT, a Utah political subdivision (“Basin Recreation”).

A. WHEREAS, Developer is the owner of real property known as the Silver Creek Village development located in Summit County, Utah (“Property”); and

B. WHEREAS, Basin Recreation desires a public recreation trail across and along a portion of the Property; and

C. WHEREAS, has constructed a trail over a portion of the Property in the general area depicted on Exhibit B, the trail is appropriate for such recreational purposes, and the public will not be charged an entry fee to enter and use the trail further defined below; and

D. WHEREAS, Developer and the County have expressly relied upon the provisions and protections of the Utah Limitation of Land Developer Liability-Public Recreation Act in agreeing to grant public access to the trail over a portion of the Property; and

E. WHEREAS, Developer and County wish to cooperatively facilitate a trail as described below.

NOW THEREFORE, in consideration of Ten Dollars (\$10.00) and the mutual covenants and agreements hereof, the sufficiency and receipt of which are hereby acknowledged, Developer and the County agree as follows:

1. **Grant of Easement.** Developer hereby grants to Basin Recreation, for public use in accordance with this grant, a perpetual non-exclusive easement over the easement area described on the attached **Exhibit A**, for the sole purpose of creating and maintaining a public recreation trail no wider than twenty (20’) feet in width (“Trail”), as generally depicted on the

attached **Exhibit B**.

2. **Relocation of Trail Segment.** A segment of the Trail depicted on the attached Exhibit C shall be relocated, at Basin Recreation's expense, within twelve (12) months of Developer delivering to Basin Recreation a notice that Developer and the Synderville Basin Reclamation District are prepared to fill the lake area depicted on Exhibit B with water. Basin Recreation shall do the relocation work in a timely manner so as to no interrupt the Trail's use by the public.

3. **Compliance with MOU and Development Agreement.** This Agreement is entered into by Developer to satisfy an obligation set forth in the Development Agreement. Basin Recreation and Developer acknowledge that the obligations set forth in this Agreement are consistent with the terms and obligations between Developer and Basin Recreation in the Memorandum of Understanding dated _____ ("MOU"). Developers are required to provide easements for portions of the Community Trail (including the trail spurs to two existing pedestrian tunnels) to be located outside of property owned, or to be owned, by Basin Recreation.

4. **Construction and Use.** Developer shall construct the Trail as described in the MOU and that Basin Recreation shall otherwise be responsible for the ownership, use and maintenance of the same. The parties agree that the Trail shall be unavailable to and may not be used by motorized vehicles, except for maintenance or emergency use by Basin Recreation or those authorized by Developer. Developer may locate utilities and other infrastructure under and along the Trail in any manner that does not interfere with the Trails use by Basin Recreation. Basin Recreation shall not pave the Trail without Developers written approval.

5. **Miscellaneous.**

- a. The Developer and Basin Recreation intend and agree that the use of the Trail over portions of Developer's Property shall be for a "Recreational purpose" as defined in Section 57-14-2 of the Utah Code Annotated, and for a "Recreational activity" as defined in Section 78B-4-509 of the Utah Code Annotated.
- b. Nothing herein shall constitute a waiver of any portion of the Governmental Immunity Act of Utah, the Utah Limitation of Land Developer Liability-Public Recreation Act, the Recreation Land Use Immunity Act or any defense arising therefrom. Parties enter this Agreement in reliance on the protections of the said laws.
- c. Basin Recreation shall, within the limits of the Utah Governmental Immunity Act, defend and indemnify Developer against any liability for damage to life or property arising from public use of the easement under this Agreement.
- d. Modification. This Agreement may not be modified except by an instrument in

writing signed by the parties hereto.

- e. Governing Law. This Agreement shall be interpreted, construed and enforced according to the laws of the State of Utah.
- f. This Agreement shall be binding upon and inure to the benefit of the successors, heirs and assigns of the parties hereto, and to any entities resulting from the reorganization, consolidation, or merger of any party hereto.
- g. This Agreement, together with the MOU, constitutes the entire understanding and agreement between the parties, and supersedes any previous agreement, representation, or understanding between the parties relating to the subject matter hereof. There are no third party beneficiaries of this Agreement.

DATED this _____ day of _____, 20__.

LIBERTY CAPITAL LENDING, LLC

By: _____
 Title: _____
 Date: _____

SNYDERVILLE BASIN SPECIAL RECREATION DISTRICT

By: _____
 Title: _____
 Date: _____

COMPANY ACKNOWLEDGMENT

STATE OF _____)
 : ss.
 COUNTY OF _____)

On this ___ day of _____, 20___, personally appeared before me _____, who being duly sworn, did say that he/she is the _____ of Liberty Capital Lending, LLC, and acknowledged to me that the preceding agreement was signed on behalf of said company.

NOTARY PUBLIC

BASIN RECREATION ACKNOWLEDGMENT

STATE OF UTAH)
 : ss
COUNTY OF SUMMIT)

The foregoing instrument was acknowledged before me this ___day of _____, 201_ by _____, who being duly sworn, did say that he/she is the _____ of Snyderville Basin Special Recreation District, Utah political subdivision, on behalf of said district.

NOTARY PUBLIC

EXHIBIT A
[Legal Descriptions]

Burdened Property:

Real property located within Summit County and owned by Developer in the following sections, based on the Salt Lake Base and Meridian:

[Redacted]

Trail Description:

EXHIBIT B

[Depiction of Trail]

EXHIBIT C

[Depiction of Trail Segment to Be Relocated]

SUMMIT COUNTY, UTAH
ORDINANCE # _____

**AN ORDINANCE APPROVING AND ADOPTING THE SILVER CREEK VILLAGE
SPECIALLY PLANNED AREA (SPA) PLAN, SNYDERVILLE BASIN, SUMMIT COUNTY,
UTAH**

WHEREAS, the owners and developers of the Silver Creek Village Center applied for a Development Agreement under the Specially Planned Area (SPA) provisions of the 1998 Snyderville Basin Development Code and the 1997 General Plan to implement the Silver Creek Village Specially Planned Area (the “Silver Creek Village SPA”), which was approved on September 28, 2011 by the Summit County Council; and

WHEREAS, Summit County, acting pursuant to its authority under Utah Code Annotated., Section 17-27a-101, et. seq. (1953), as amended, has made certain determinations with respect to the Silver Creek SPA and in the exercise of its legislative discretion, has elected to approve this Development Agreement for the Silver Creek Village Center SPA Plan (the “Development Agreement”) after all necessary public hearings; and

WHEREAS, it is in the best interests of Summit County and the health, safety, and general welfare of its citizens to adopt this Ordinance approving the Development Agreement based upon the terms and conditions as more fully set forth in the Development Agreement;

NOW THEREFORE, the Legislative Body of Summit County, State of Utah, hereby ordains the following:

SECTION 1. Summit County Ordinance No. _____, the Development Agreement for the Silver Creek Village Center Specially Planned Area (SPA) Plan, Summit County, Utah, consisting of ____ pages including exhibits which has been published as a code in book form, as set forth in Exhibit A hereto, five copies of which have been filed for use and examination in the office of the Clerk of Summit County, Utah, is hereby adopted by Summit County, and the Chair is authorized to sign and execute the Development Agreement on behalf of Summit County.

SECTION 2. This Ordinance shall take effect fifteen (15) days after the date of its publication in accordance with law.

APPROVED, ADOPTED, AND PASSED and ordered published by the Summit County Council, this 25th day of March, 2015.

SUMMIT COUNTY COUNCIL
SUMMIT COUNTY, UTAH

By: _____
Kim Carson, Council Chair

Council Member Armstrong voted _____
Council Member Robinson voted _____
Council Member McMullin _____
Council Member Ure voted _____
Council Member Carson voted _____

ATTEST:

Kent Jones, County Clerk
Summit County, Utah

APPROVED AS TO FORM:

David Thomas, Chief Civil Deputy County Attorney
Summit County, Utah

EXHIBIT A



Discussion and Possible Adoption of
AMENDED RESOLUTION NO. 2015-11A
TO SUBMIT AMENDED LEGISLATIVE LANGUAGE
FOR CONSIDERATION AS PART OF
CONGRESSMAN BISHOP'S PUBLIC LANDS INITIATIVE

STAFF REPORT

May 27, 2015
Lisa Yoder, Sustainability Coordinator

BACKGROUND

Summit County adopted Resolution No. 2015 – 11 to submit a map and legislative language for consideration as part of Congressman Bishop's Public Lands Initiative on April 1, 2015. The legislative language that was submitted included a section titled, "Land Exchange" in which Summit County requested conveyance of one (1) 40 acre Bureau of Land Management (BLM) parcel.

Park City has since identified and provided descriptions of three (3) BLM parcels within Park City limits to be considered for addition to the Public Lands Initiative proposal that was submitted by Summit County. (See letter from the Park City Office of City Manager attached). Proposed amendments to Resolution No. 2015-11 are provided to authorize the addition of the BLM parcel conveyance requested by Park City (red-line version and Amended Resolution No. 2015-11A for possible adoption and signature attached). The amended Summit County Proposal for the Public Lands Initiative is attached that includes the additional three (3) BLM parcels requested by Park City inserted at the bottom of page 3. NOTE: There are no changes to the wilderness maps that were provided with the original proposal. Maps of the additional BLM parcels (Lots 28, 14 and 29) have been provided by Park City. (Attachments A, B).

CONCLUSION

It was the intent of the Public Lands Advisory Group to include all possible land exchange requests in the legislative language submitted for consideration as part of the Public Lands Initiative. Council was asked to incorporate BLM parcels identified by Park City. Amendments to adopted Resolution No. 2015-11 and the Summit County Proposal for the Public Lands Initiative make the addition of those parcels possible.

RECOMMENDATION

Review and approve Amended Resolution 2015-11A and resubmit to Congressman Bishop the amended **SUMMIT COUNTY PROPOSAL FOR THE PUBLIC LANDS INITIATIVE** dated 5/27/2015 to include three (3) BLM parcels identified for conveyance to Park City Municipal Corporation.

Attachments:

Letter from Park City Municipal Corp.

Proposed Amendments to Resolution 2015 -11 (red-line)

Amended to Resolution 2015 -11A (for signature)

Amended Summit County Proposal for the Public Lands Initiative

Attachment A – Map of BLM parcel – Lot 28

Attachment B – Map of BLM parcels – Lots 14, 29



Office of City Manager

May 20, 2015

Summit County Council
60 N. Main Street
Coalville, UT. 84017

Dear Kim,

Thank you for your assistance in incorporating Park City Municipal's land exchange request into the County's Public Lands Initiative Resolution, scheduled for ratification by the County Council on May 27th.

Park City requests the following Bureau of Land Management parcels, existing within Park City limits to be included:

- LOT 28 of SECTION 15, TOWNSHIP 2 SOUTH, RANGE 4 EAST of the SALT LAKE BASE & MERIDIAN
- LOT 14 of SECTION 15, TOWNSHIP 2 SOUTH, RANGE 4 EAST of the SALT LAKE BASE & MERIDIAN and LOT 29 of SECTION 22, TOWNSHIP 2 SOUTH, RANGE 4 EAST of the SALT LAKE BASE & MERIDIAN

Thank you for your consideration,

Diane Foster

A handwritten signature in black ink, appearing to read "Diane Foster", written over a horizontal line.

City Manager

Park City Municipal Corporation

CC: Jack Thomas, Mayor
Mark Harrington, Park City Attorney

Amended May 27, 2015

Resolution No. 2015-11A

AMENDED RESOLUTION OF THE SUMMIT COUNTY COUNCIL TO SUBMIT
A MAP AND LEGISLATIVE LANGUAGE FOR CONSIDERATION AS PART OF
CONGRESSMAN BISHOP'S PUBLIC LANDS INITIATIVE

WHEREAS, the Wilderness Society proposed to Summit County an expansion of the High Uintas Wilderness Area as part of the Public Lands Initiative; and,

WHEREAS, Summit County (County) agreed to participate in the Public Lands Initiative; and,

WHEREAS, a Public Lands/Wilderness Advisory Group was formed that consisted of stakeholders with varied interests including environmental protection, ranching and grazing, recreation, local government officials; and,

WHEREAS, the Public Lands/Wilderness Advisory Group embarked on a stakeholder-driven process to thoroughly study the needs of the forest and potential effects of expanding the wilderness area; and,

WHEREAS, the Public Lands/Wilderness Advisory Group held open meetings from October 2014 to date and accepted public input during those meetings; and,

WHEREAS, the Public Lands/Wilderness Advisory Group developed a proposal for the addition of 23,903 acres to the High Uintas Wilderness; and,

WHEREAS, the Public Lands/Wilderness Advisory Group proposed the creation of Watershed Management Areas, with the goal of improving the overall health and particularly the watershed of the High Uintas Forest; and,

WHEREAS, the Public Lands/Wilderness Advisory Group identified the Little West Fork Blacks Special Management Area; and,

WHEREAS, the Public Lands/Wilderness Advisory Group identified Big Horn Sheep Management Area and principles for cooperation; and,

WHEREAS, the Public Lands/Wilderness Advisory Group put forth a map illustrative of the areas described above; and,

WHEREAS, the Public Lands/Wilderness Advisory Group put forth proposed legislative language in support of the map and areas described; and,

WHEREAS, the Public Lands/Wilderness Advisory Group put forth proposed legislative language identified as the Land Exchange; and

WHEREAS, the legislative language identified as the Land Exchange put forth a request to convey one (1) Bureau of Land Management (BLM) parcel to the Summit County; and,

WHEREAS, Park City Municipal Corporation (Park City) has recently indicated its interest in the conveyance of three (3) additional BLM parcels to Park City, which has resulted in an amended the legislative language identified as Land Exchange put forth was amended to request conveyance of three (3) Bureau of Land Management parcels to Park City Municipal Corporation; and,

WHEREAS, the legislative language identified as the Land Exchange put forth was has been amended to include the legal descriptions of the BLM Bureau of Land Management parcels requested for conveyance to by Park City Municipal Corporation; and,

WHEREAS, the State Legislature has expressed support of Summit County's participation in the Public Lands Initiative; and,

NOW, THEREFORE BE IT RESOVED, by the Legislative Body of Summit County as follows:

1. The County has reviewed the proposed map and legislative language developed through consensus of the Public Lands/Wilderness Advisory Group.
2. The Council supports this map and amended legislative language and respectfully submits it for consideration as part of Congressman Bishop's Public Lands Initiative.

EFFECTIVE DATE. This Resolution shall take effect upon adoption by the County Council.

APPROVED AND ADOPTED this 1st-27st day of APRILMAY, 2015.

SUMMIT COUNTY COUNCIL

SUMMIT COUNTY, UTAH

By: _____
Kim Carson, Chair

ATTEST:

Kent Jones, County Clerk

Amended May 27, 2015

Resolution No. 2015-11A

AMENDED RESOLUTION OF THE SUMMIT COUNTY COUNCIL TO SUBMIT
A MAP AND LEGISLATIVE LANGUAGE FOR CONSIDERATION AS PART OF
CONGRESSMAN BISHOP'S PUBLIC LANDS INITIATIVE

WHEREAS, the Wilderness Society proposed to Summit County an expansion of the High Uintas Wilderness Area as part of the Public Lands Initiative; and,

WHEREAS, Summit County (County) agreed to participate in the Public Lands Initiative; and,

WHEREAS, a Public Lands/Wilderness Advisory Group was formed that consisted of stakeholders with varied interests including environmental protection, ranching and grazing, recreation, local government officials; and,

WHEREAS, the Public Lands/Wilderness Advisory Group embarked on a stakeholder-driven process to thoroughly study the needs of the forest and potential effects of expanding the wilderness area; and,

WHEREAS, the Public Lands/Wilderness Advisory Group held open meetings from October 2014 to date and accepted public input during those meetings; and,

WHEREAS, the Public Lands/Wilderness Advisory Group developed a proposal for the addition of 23,903 acres to the High Uintas Wilderness; and,

WHEREAS, the Public Lands/Wilderness Advisory Group proposed the creation of Watershed Management Areas, with the goal of improving the overall health and particularly the watershed of the High Uintas Forest; and,

WHEREAS, the Public Lands/Wilderness Advisory Group identified the Little West Fork Blacks Special Management Area; and,

WHEREAS, the Public Lands/Wilderness Advisory Group identified Big Horn Sheep Management Area and principles for cooperation; and,

WHEREAS, the Public Lands/Wilderness Advisory Group put forth a map illustrative of the areas described above; and,

WHEREAS, the Public Lands/Wilderness Advisory Group put forth proposed legislative language in support of the map and areas described; and,

WHEREAS, the Public Lands/Wilderness Advisory Group put forth proposed legislative language identified as the Land Exchange; and

WHEREAS, the legislative language identified as the Land Exchange put forth a request to convey one (1) Bureau of Land Management (BLM) parcel to the County; and,

WHEREAS, Park City Municipal Corporation (Park City) has recently indicated its interest in the conveyance of three (3) additional BLM parcels to Park City, which has resulted in an amended Land Exchange; and,

WHEREAS, the legislative language identified as the Land Exchange has been amended to include the legal descriptions of the BLM parcels requested for conveyance to Park City; and,

WHEREAS, the State Legislature has expressed support of Summit County's participation in the Public Lands Initiative; and,

NOW, THEREFORE BE IT RESOLVED, by the Legislative Body of Summit County as follows:

1. The County has reviewed the proposed map and legislative language developed through consensus of the Public Lands/Wilderness Advisory Group.
2. The Council supports this map and amended legislative language and respectfully submits it for consideration as part of Congressman Bishop's Public Lands Initiative.

EFFECTIVE DATE. This Resolution shall take effect upon adoption by the County Council.

APPROVED AND ADOPTED this 27st day of MAY, 2015.

SUMMIT COUNTY COUNCIL

SUMMIT COUNTY, UTAH

By: _____
Kim Carson, Chair

ATTEST:

Kent Jones, County Clerk

SUMMIT COUNTY PROPOSAL FOR THE PUBLIC LANDS INITIATIVE

Summit County has developed a proposal for the expansion of the High Uintas Wilderness, along with the creation of Watershed Management Areas and a Special Management Area, with the goal of improving the overall health and particularly the watershed of the north slope of the Uinta Mountains, and improving management of bighorn sheep. This proposal is the outcome of a stakeholder-driven process to thoroughly study the needs of the forest and potential effects of expanding the wilderness area. The map of the proposed area is the result of a consensus process with all parties supporting the final version. The Summit County Council supports this plan, and respectfully submits it for consideration as part of Congressman Bishop's Public Lands Initiative.

WATERSHED MANAGEMENT AREAS

- Establish the Widdop Mountain Watershed Management Area, comprised of approximately 8,025 acres, and the East Fork Smiths Fork Watershed Management Area, comprised of approximately 3,178 acres, as generally shown on the map.
- The watershed management areas will be managed to protect water quality, while allowing people to continue to enjoy the area. Only such uses as are consistent with the purposes of the watershed management areas will be permitted.
- Fuel reduction and forest health management treatments to reduce the risk of uncharacteristic wildfire effects will be permitted only where necessary to protect or improve water quality or to maintain or restore the characteristics of ecosystem composition and structure.
- Roads:
 - Construction of permanent roads will be prohibited.
 - Construction of temporary roads will be permitted if necessary for fuel reduction projects, but any temporary road must be decommissioned within three years of project completion.
- Federal lands within the watershed management areas will be withdrawn from disposal and mineral entry.
- Existing grazing will continue to be permitted, consistent with applicable laws and regulations.
- There will be no Federal reserved water rights, nor any impacts on existing water rights.

LITTLE WEST FORK BLACKS SPECIAL MANAGEMENT AREA

- Reclassify the Little West Fork Blacks as a Special Management Area, comprised of approximately 8,231 acres, as generally shown on the map.
- The special management area will be managed to maintain and restore watershed and ecosystem function and aquatic habitat (consistent with the purposes and conditions set forth in 2003 Wasatch-Cache National Forest Plan Revision, or any future revision of that plan).
- Only such uses as are consistent with the purposes of the special management area will be permitted.
- Fuel reduction and forest health management treatments will be permitted within the special management area to (1) restore watershed and ecosystem function; (2) reduce hazardous fuels; and (3) protect property in the wildland urban interface.

LITTLE WEST FORK BLACKS SPECIAL MANAGEMENT AREA (CONTINUED)

- Temporary road construction will be permitted where necessary to fulfill the purposes of the special management area, including for fuel reduction and forest health management treatments (including prescribed burns).
- Federal lands within the special management area will be withdrawn from disposal and mineral entry.
- Existing grazing will continue to be permitted, consistent with applicable laws and regulations.
- The special management area designation will not preclude road construction within the special management area to provide reasonable access to private land.
- There will be no Federal reserved water rights, nor any impacts on existing water rights.

WILDERNESS

- An addition to the High Uintas Wilderness will be designated, totaling approximately 23,903 acres, as generally shown on the map.
- Spirit Lake Lodge and approximately 476 acres surrounding the Lodge will be excluded from the boundaries of the wilderness addition.
- Wilderness management will be in accordance with the Wilderness Act.
- The proposed wilderness was determined based on current and historic uses, natural boundaries such as streams, reservoirs, lakes and ridges, and need for additional watershed management in specified areas.
- There will be no Federal reserved water rights, nor any impacts on existing water rights.
- No reservoirs or canals are included in proposed wilderness. Wilderness boundaries are a minimum of 300 feet from any reservoir and 150 feet from any canal, diversion ditches or streams used for irrigation.
- No roads or motor vehicle routes are included in proposed wilderness. Wilderness boundaries are a minimum of 300 feet from the center line of the North Slope Road and Middle Beaver Road, and 30 feet from any other road.

BIGHORN SHEEP MANAGEMENT

- Ranchers, conservation groups, and other involved stakeholders shall work cooperatively with the Utah Division of Wildlife Resources (UDWR) and United States Forest Service to achieve bighorn sheep management in the Uinta Mountains that is consistent with the following principles:
 - Bighorn sheep populations east of the ridge running northeast from Gilbert Peak, as shown on the map, will be maintained.
 - Bighorn sheep will not be reintroduced west of the ridge.
 - If bighorn sheep migrate west of the ridge, UDWR will determine whether the sheep are threatened with disease transmission through interaction with domestic livestock. If no threat exists, the bighorn sheep will be permitted to remain west of the ridge, and if threat of disease transmission does exist, UDWR may relocate the bighorn sheep back to the east side of the ridge and/or issue depredation tag(s).

ADDITIONAL CONSIDERATIONS

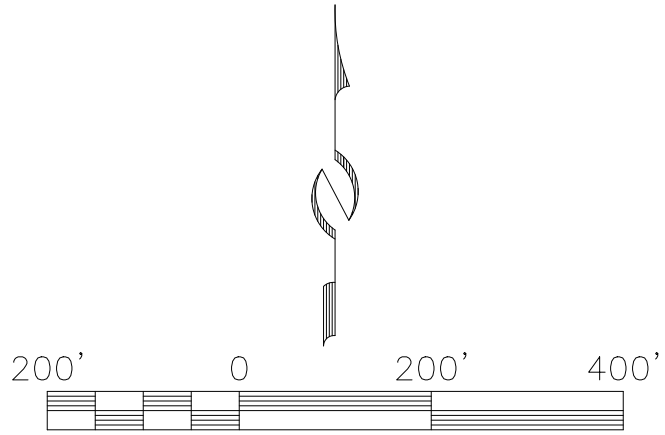
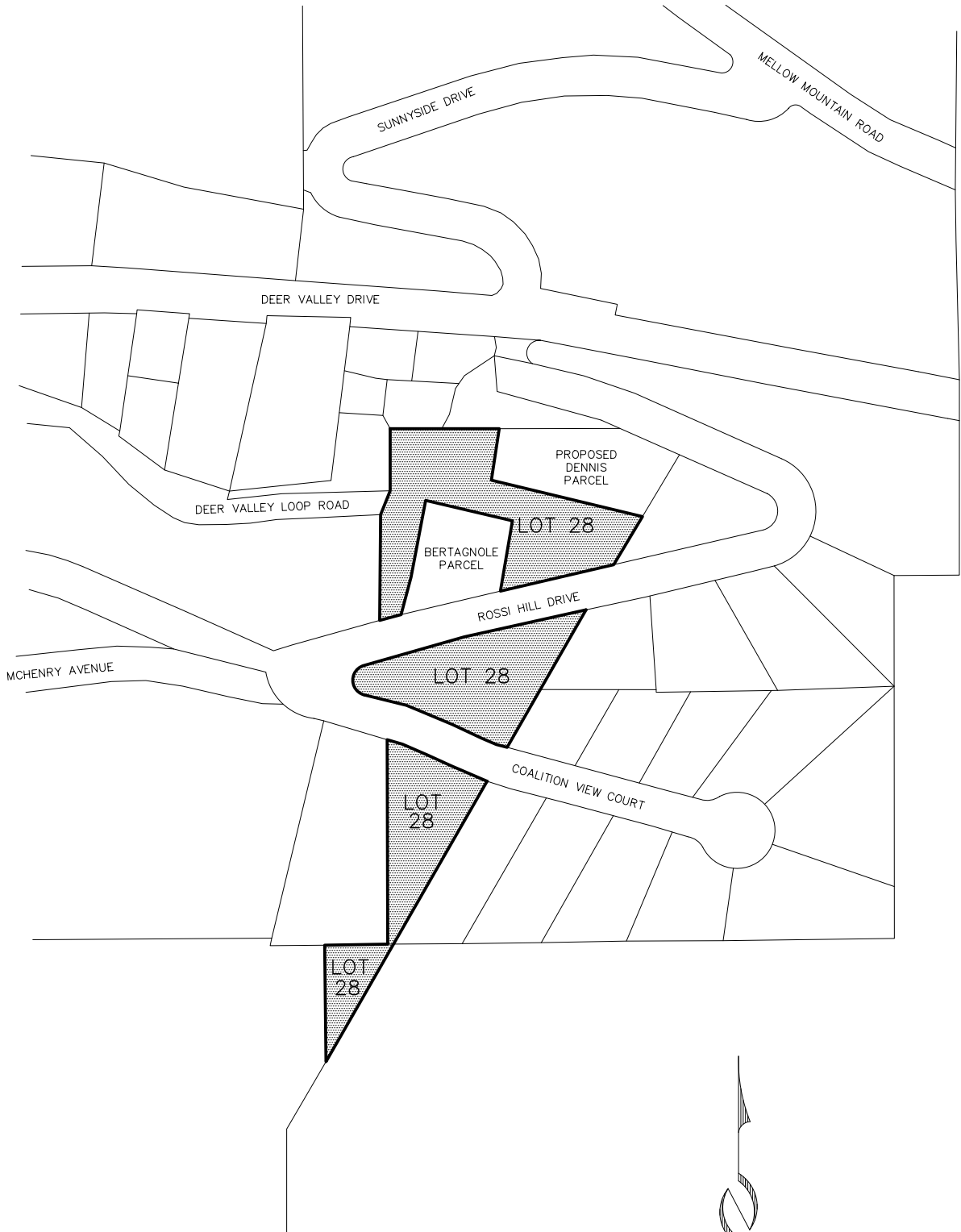
- Ranchers, conservation groups, and other involved stakeholders shall work cooperatively with the United States Forest Service to ensure that the agency is adequately clearing trails and authorizing the maintenance of fence lines and other facilities in the proposed and existing wilderness, including the use of chainsaws as appropriate and necessary.
- Ranchers, conservation groups, and other involved stakeholders shall work cooperatively with the Utah Division of Wildlife Resources and United States Forest Service to support the reintroduction of beavers in appropriate locations on the north slope of the Uinta Mountains.
- Ranchers, conservation groups, and other involved stakeholders shall work cooperatively with the United States Forest Service to ensure that the agency is adequately restoring watershed health in areas damaged or threatened by insects or disease.
- Summit County recognizes the importance of livestock grazing to local communities, and the states of Utah and Wyoming, and therefore supports continued livestock grazing in the Uinta Mountains at levels currently authorized by existing grazing permits. Summit County supports continuing the current allotments, grazing levels, and seasons of use. To the maximum extent practicable, Summit County recommends that conflicts between livestock and wildlife be resolved in a manner that maintains existing livestock grazing levels and does not result in cancellation of existing permits.

LAND EXCHANGE

- Summit County requests the conveyance of BLM parcel located in the Snyderville Basin (NW ¼ of the NE ¼ of Section 14, Township 1 South, Range 4 East of the Salt Lake Basin Meridian).
- Park City Requests the conveyance of BLM parcel located within Park City Limits (LOT 28 of Section 15, Township 2 South, Range 4 East of the Salt Lake Basin Meridian).
- Park City Requests the conveyance of BLM parcel located within Park City Limits (LOT 14 of Section 15, Township 2 South, Range 4 East of the Salt Lake Basin Meridian).
- Park City Requests the conveyance of BLM parcel located within Park City Limits (LOT 29 of Section 22, Township 2 South, Range 4 East of the Salt Lake Basin Meridian).

LOT 28

SECTION 15, TOWNSHIP 2 SOUTH, RANGE 4 EAST
SALT LAKE BASE & MERIDIAN



ATTACHMENT B

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

16
21

PCMC
PARCEL PC-S-27-X

AMERICAN FLAG SUBDIVISION

LOT 14

15
22

SWITZERLAND -- LOT 52

LOT 29

UPCM
PART OF PC-S-46-0



SCALE: 1"=100'

MINUTES

SUMMIT COUNTY
BOARD OF COUNTY COUNCIL
WEDNESDAY, MAY 6, 2015
SHELDON RICHINS BUILDING
PARK CITY, UTAH

PRESENT:

Kim Carson, Council Chair
Roger Armstrong, Council Vice Chair
Claudia McMullin, Council Member
David Ure, Council Member

Tom Fisher, Manager
Anita Lewis, Assistant Manager
Robert Hilder, Attorney
David Thomas, Deputy Attorney
Kent Jones, Clerk
Karen McLaws, Secretary

Chair Carson excused Council Member Robinson, who was attending another meeting.

CONVENE AS THE GOVERNING BOARD OF THE SNYDERVILLE BASIN SPECIAL RECREATION DISTRICT

Council Member Armstrong made a motion to convene as the Governing Board of the Snyderville Basin Special Recreation District. The motion was seconded by Council Member Ure and passed unanimously, 4 to 0.

The meeting of the Governing Board of the Snyderville Basin Special Recreation District was called to order at 1:55 p.m.

DISCUSSION AND POSSIBLE APPROVAL OF INTERLOCAL AGREEMENT BETWEEN SUMMIT COUNTY AND SNYDERVILLE BASIN SPECIAL RECREATION DISTRICT FOR OPERATION OF A COMMUNITY GARDEN; LISA YODER, WILL PRATT

DISCUSSION AND POSSIBLE APPROVAL OF MEMORANDUM OF UNDERSTANDING BETWEEN SNYDERVILLE BASIN SPECIAL RECREATION DISTRICT AND SUMMIT COMMUNITY GARDENS; LISA YODER, WILL PRATT

Sustainability Coordinator Lisa Yoder presented the staff report and explained that it was always planned that the garden would be on the east end of the parcel where it would have less impact and better parking access.

Chair Carson stated that she has received concerns from some of the immediate neighbors regarding why the garden was approved to go onto open space. Brian Hanton, Parks and Recreation Manager for the Snyderville Basin Special Recreation District, explained that the

garden was originally intended to be in this location when the park was built. Because the development took longer than expected, it was moved to the west, but the proposed location is where it was originally intended. Chair Carson confirmed with Staff that the original conservation easement did entertain the possibility of a community garden at this site. Daisy Fair, Chair of the Summit Community Gardens Board, confirmed that the garden is being moved from one part of the agricultural zone to another part of the agricultural zone with a small extension of the zone allowed for in the easement. She confirmed that the community garden was actually built before the easement was put in place.

Board Member Ure asked where the water will come from. Mr. Hanton replied that it will tie into the water from the park.

Board Member Armstrong requested some changes to clarify the language in the interlocal agreement, including adding fencing to the temporary uses.

Chair Carson reported that she had discussed the ability to hold events on this property through Summit Community Gardens and that the language seemed to be quite broad. Language has since been included to address her concerns, which she finds acceptable. She asked what types of events they are thinking of. Ken Kullack, Executive Director of Summit Community Gardens, explained that they will be small community events, such as a picnic at the park, a harvest fest, or a farm-to-table dinner, which would help fund their program and benefit the community. Board Member Armstrong asked if there is the potential to have an activity at the garden several days a week all summer long. Rena Jordan, Recreation District Director, replied that could happen only with the Recreation District's approval, and she could not imagine they would give that kind of approval. She explained that they limit events at the parks, because they are supposed to be for public use.

Board Member Armstrong made a motion to approve the interlocal agreement between Summit County and the Snyderville Basin Special Recreation District for operation of a community garden with the amendments discussed today and subject to review and signature of the Chair. The motion was seconded by Board Member Ure and passed unanimously, 4 to 0.

Board Member Armstrong made a motion to approve the memorandum of understanding between the Snyderville Basin Special Recreation District and Summit Community Gardens. The motion was seconded by Board Member Ure and passed unanimously, 4 to 0.

DISMISS AS THE GOVERNING BOARD OF THE SNYDERVILLE BASIN SPECIAL RECREATION DISTRICT

Board Member Ure made a motion to dismiss as the Governing Board of the Snyderville Basin Special Recreation District and to convene as the Summit County Council in work session. The motion was seconded by Board Member McMullin and passed unanimously, 4 to 0.

The meeting of the Governing Board of the Snyderville Basin Special Recreation District adjourned at 2:10 p.m.

WORK SESSION

Chair Carson called the work session to order at 2:10 p.m.

- **Update on transportation planning in the Snyderville Basin; Derrick Radke, Leslie Crawford, Pat Putt, and Julie Booth**

Public Works Director Derrick Radke reported that Community Development Director Patrick Putt was charged with putting together a citizen advisory committee, and he is still working on the applications. Staff anticipates that the committee will help with transit education, marketing, transit routes, bicycle transportation, wayfinding, and parking. They envision that he and his counterpart in Park City, the County Engineer, Park City and Summit County Planning Directors, the Park City Transit Manager, and other members specifically agreed upon by the City and County Councils will serve on the committee along with other stakeholders as they see fit.

The RFQ for the marketing campaign will be submitted to the newspaper this weekend, will go to BidSync, and will be distributed to firms Staff is aware of. It has also been suggested that they tap into UTA's expertise as to whom they work with. At the Joint Transportation Advisory Board (JTAB) meeting, they discussed selection criteria and the possibility of requesting ideas from the top three firms and compensating them for their concepts. That would cost more, but it might generate additional ideas the County can use.

With regard to a mobility platform like Ride Amigos, the management group would like to implement the marketing campaign first and then introduce the mobility platform as a later phase. County Manager Tom Fisher explained that the Transit District would also like to explore potential add-ons to their existing app.

Mr. Radke explained that the Community Development Department is working on the Snyderville Basin Development Code and a travel demand management model. A significant amount of progress has not been made, but they are working on it. Community Development Director Patrick Putt commented that the key to transportation planning is the land-use decisions that are made in the future.

With regard to initiating an agreement between Park City and Summit County to cooperate on transportation during special events, that item is still pending. The Recreation District is developing a transportation trail from Silver Springs to Kimball Junction and is trying to work on a design contract. Bob Radke, Trails Manager with the Recreation District, confirmed that construction of the trail through PRI is scheduled to start the beginning of June, and they are experimenting with some lights so they can light the trail. They are also working on selecting an engineering firm for the trail along Highway 224.

Chair Carson confirmed with Derrick Radke that staff has met with UDOT regarding the overpass/underpass on Highway 224. Ms. Jordan explained that they have a 45-minute meeting scheduled with UDOT, and they will accomplish as much as they can during that time and report back to the Council.

Mr. Radke reported on the Kimball Junction Transit Center and the design elements they have requested, including vendor space, stormwater containment, a snow melt system, an ABL system and touchscreen information screens, digital displays of bus arrivals, security, solar, bike racks and bike share, additional protection of west-facing shelters, and heating for areas that are away from the bus shelter. They will not have enough money for a temporary parking area, but parking will be designed as part of this project. They are also considering electric car charging stations. Council Member Ure confirmed with Mr. Radke that there will be a connection from the bus shelter to the Richins building.

Mr. Radke stated that the County Engineer is working on a contract with a firm to begin wayfinding, which should start soon and be completed by mid-July. Staff will come back to the Council once they know some of the costs, with the first big expense being the marketing campaign.

Chair Carson asked Mr. Radke to address the accelerated schedule for the transit center. Mr. Radke explained that the accelerated schedule would have impacts on design and construction costs. They would like to meet the winter changeover schedule, which occurs when Deer Valley opens. In order to do that, they would need the design done by mid-June and a contractor in place by the end of July. He was not sure what costs would be associated with that, but he has asked the County's consultant to give him an estimate of the impact so he can present it to the Council to determine whether they wish to proceed with the accelerated schedule.

- **Discussion regarding Storm Water Management Plan; Leslie Crawford, Engineer**

County Engineer Leslie Crawford introduced Brandon Brady, the County's new transportation engineer, and Michael Kendall, a new staff engineer.

Ms. Crawford explained that the storm water management plan must be submitted to the State by the middle of June. It will be posted on the website and public comment taken before it is submitted to the State, and then they will begin implementation. She provided background on the plan, which is required by the EPA. She explained that Summit County does not currently meet the population requirements for a plan, but it has impaired streams, and in December 2014, the County was designated as a Municipal Separate Storm Sewer System (MS4) area. She clarified that this plan is only required for unincorporated Summit County and Park City, so Francis, Kamas, Oakley, and Henefer are not part of the plan. She explained that the County must show the State that it is keeping its waters clean, and this is the County's first attempt to show how it will deal with the pollutants and keep Summit Count waters clean. She reviewed six minimal control measures that need to be achieved by the County and the process for tracking and reporting achievement of those measures.

Chair Carson discussed the impact on the County and stated that she understands additional manpower will be needed due to the increased number of inspections and that there will be increased costs of marketing, public education, and outreach. Ms. Crawford explained that some public awareness campaigns are already under way through television commercials, and the County has the opportunity to commit some money to help fund that effort. They are also required to participate in fairs and put out pamphlets. Additional staff will be needed to map all the storm drain systems and all discharges into the stormwater system in the County, which need

to be inspected regularly, and a huge amount of paperwork is involved in documenting all of this. She confirmed that there will be a significant staff impact in the Engineering Department.

Council Member Ure asked if this would give the County permission to go onto private property wherever they need to. Ms. Crawford replied that the State regulates all areas of disturbance over one acre in size, which gives them authority to regulate all stormwater pollution prevention regulations on those sites. Summit County passed a stormwater ordinance 10 or 12 years ago, so they already inspect sites, erosion control, and other things required by the EPA. There is currently a draft permit at the State for regulating sites with one acre of disturbance or less, which would give them the ability to go on site and enforce for stormwater pollution. Council Member Ure asked about spring runoff. Ms. Crawford replied that erosion control must be in place at all outlets from any property. Council Member Ure asked if they would also police agricultural operations. Ms. Crawford stated that she does not know yet. Mr. Radke explained that the Summit County ordinance does not, but he does not know what the EPA will require. Ms. Crawford explained that this is the first step in the process, and they will get more information as they get further into the process. Council Member Ure stated that he could not comprehend how they could do this for the entire County. He verified with Staff that they are communicating with the other counties involved in this process.

Chair Carson believed that, overall, this would be a good thing for preserving water quality. She commented on the work the Health Department is doing to monitor wastewater systems and stated that many things are already happening that put the County a step ahead of the game. Ms. Crawford agreed that Summit County is very progressive and should be able to comply in three years rather than five. Mr. Radke explained that Summit County has been able to stave this off for 15 years, because the State wanted to place this designation on them in early 2000. By working with the County Commission at the time to adopt the current ordinance, they were able to put off a lot of these costs for 15 years.

CLOSED SESSION

Council Member McMullin made a motion to convene in closed session to discuss personnel. The motion was seconded by Council Member Armstrong and passed unanimously, 4 to 0.

The Summit County Council met in closed session for the purpose of discussing personnel from 2:55 p.m. to 3:15 p.m. Those in attendance were:

Kim Carson, Council Chair
Roger Armstrong, Council Vice Chair
Claudia McMullin, Council Member
David Ure, Council Member

Tom Fisher, Manager
Anita Lewis, Assistant Manager
Robert Hilder, Attorney

Council Member Ure made a motion to dismiss from closed session and to reconvene in work session. The motion was seconded by Council Member McMullin and passed unanimously, 4 to 0.

WORK SESSION – (Continued)

- **Discussion regarding mental health and substance abuse needs; Shauna Kerr and Rich Bullough**

Public Health Director Rich Bullough provided a brief video presentation regarding substance abusers and the jail system and the need to keep substance abusers out of jail and in treatment programs. Judge Shauna Kerr stated that she presented a memorandum to the Council regarding this issue and explained that it is becoming a national initiative to shift the focus from incarceration to treatment and reduce recidivism rather than invest in structures to house people who should not be in jail but should be in treatment programs. She observed that Valley Behavioral Health (VBH) has made great strides in the last few years to assist the County in doing the jobs they need to do. They have made it more efficient and effective for her to supervise individuals in the court and get a sense of the care they receive from VBH. She clarified that they are not here to evaluate what VBH is doing but to talk about the breakdown in the systems within which they operate.

Mr. Bullough stressed that a lot is being done right in Summit County, but there are significant gaps. He explained that the Health Department administers the grants and contract with VBH but does not determine what services are provided. Services are based on assessment of needs and discussions like this. He stated that Summit County has not financially prioritized mental health and substance abuse services, not because they do not care, but because they did not know and had not identified the issues. He explained that community forums will be held this summer to help define the nature of mental health and substance issues in Summit County. He stated that their total budget is a little over \$2 million, and Summit County contributes about \$160,000 of that, which is Medicaid match and \$20,000 for drug court. The contracts the County has in place dictate how the \$2 million is spent, and he noted that not all the funds come through the Health Department. The portion the Health Department administers is about \$1.4 million. He reviewed the types of services the County is mandated to provide and statistics showing mental health and substance abuse service hours for adults and youth in 2012. He clarified that any citizen can access VBH's services; they do not need to have been incarcerated first. He stated that Summit County does have significant resources to provide excellent services, but some core services are lacking, such as inpatient and detox services.

Dodie Wilson, Director of VBH in Summit County, explained that it has become common nationwide to move away from the term mental health and move toward behavioral health, which connotes the whole picture and the whole person. Therefore, Valley Mental Health recently changed its name to Valley Behavioral Health. Judge Kerr stated that she hoped that would help move away from the negative connotation where people were so uncomfortable with the idea of mental illness that they would not seek the help they need and deserve.

County Prosecuting Attorney Matt Bates explained that he previously worked for the Salt Lake County District Attorney's office on the drug and domestic violence team and is familiar with many of the resources available in Salt Lake County. He described what it would be like for a person with a substance abuse problem going through the criminal justice system in Summit County, which would start with being taken to jail, because there is nowhere else to take them. If they can post bail, they can get out; if not, they sit until they see a judge. He explained that in Salt Lake County, as soon as someone is booked into jail, they are assessed by pretrial services for their risk of flight, risk of reoffending, danger to the community, treatment needs, and substance abuse issues. It is determined whether they need to stay in jail or, if let out of jail,

what kind of community support and services they need. They make informed, reasoned decisions about whether the person really needs to stay in jail, which reduces the inmate population significantly. He explained that the most common place for them to sober up is Volunteers of America, a large detox facility. Judge Kerr explained that, even trying to get someone into a treatment facility in Salt Lake requires a person to sit in jail for 30 to 60 days waiting for an opportunity to get them in.

Council Member Ure suggested that they start by working with the ecumenical council that sponsors substance abuse classes in Summit County.

Council Member Armstrong described a situation with a friend of his who had a substance abuse problem and the exorbitant cost of the facility where he went for treatment. He commented that it typically takes multiple cycles through a facility for someone to get healthy, and it is a difficult situation. It also requires a comprehensive plan and an education component. He suggested that they ask the Health Department to prepare a plan, see if they can develop a County facility, and find grant money to help finance it. He commented that people throughout the County suffer from addiction problems or have family members with addiction problems and have no idea where to turn for help.

Mr. Bates addressed what happens to a person after conviction and stated that the problem will become much bigger when HB 348 takes effect. Many felonies that would have been supervised by Adult Probation and Parole (AP&P) will suddenly become Class A and B misdemeanors, and AP&P will no longer supervise them. Salt Lake County has a probation provider, but Summit County does not. When someone is put on probation in Summit County, no one checks in on them or watches what they are doing. They are expected to turn in to the court within a year that they have completed substance abuse treatment and completed community service, but there is no motivation to do so, because no one is watching. There will be many more people in the next year who are guilty of misdemeanors who are on probation with no supervision. He discussed the private probation providers Summit County has used in the past, stated that it has not been a good experience, and explained that there is a national movement against private probation providers. Judge Kerr explained that some statutes require the court to order supervised probation, and she has to ask people to select a private probation provider, many of which collect their fees and never do the job. She has found it more effective to schedule monthly reviews with individuals and act as their probation provider herself. It is effective, but she cannot do it with everyone because of the time involved.

Council Member McMullin stated that she would like to see a wish list of what it would take to provide the level of service that is most efficient and most effective for the Summit County community. Mr. Bullough stated that the community forums are looking at innovative sources of funding and solutions, and he anticipated they would bring a plan to the Council. He acknowledged that it will be expensive, and they will be looking for solutions. Mr. Fisher commented that the National Association of Counties could be a great resource, because some counties in the country are doing a very good job of this. He suggested that the forum or a subset of the forum may want to go on some road trips to see what other communities are doing both inside and outside of Utah. He explained that there are different laws in other states and other ways this type of program is funded, and that information could be very useful.

Council Member McMullin requested a future update on drug court.

- **Report on proposed Procurement Code change; Matt Jensen, Purchasing Agent**

Purchasing Agent Matt Jensen reported that an additional change was made to the exemption language as recommended by County Auditor Michael Howard. The remainder of the edits were intended to tighten up the language, be sure it complies with other existing ordinances, and provide further clarification. He explained that the added local vendor language would allow local vendors to match low bids if they are within 5% of the lowest bid.

Council Member Armstrong corrected some typographical errors and made minor edits to the language. He encouraged Mr. Jensen to make capitalization consistent throughout the document.

Chair Carson stated that she supports the local vendor language and the changes suggested by Mr. Howard.

Mr. Jensen stated that he would get the Code changes ready for public hearing and Council approval.

- **Discussion regarding Deer Meadows Specially Planned Area (SPA); Ray Milliner, County Planner**

Council Member McMullin asked County Planner Ray Milliner to provide information regarding what the County Council said the last time they saw this item, noting that the previous minutes were not in the packet. Mr. Milliner reported that the Council requested that the applicant look at the lots that were to be used for a transfer of density, reach an agreement with the owner of the blue-roofed house and the Pine Meadow Homeowners Association, and provide a better subdivision plat. Council Member McMullin asked about the Council's position regarding the community benefits. Mr. Milliner stated that the Council was indecisive about the community benefits. Council Member McMullin asked if the Council left the applicant with just a to-do list and otherwise felt the community benefits were satisfied, or if they were still somewhat unsatisfied with the community benefits. Mr. Milliner stated that his reading of the minutes was that the Council was not completely satisfied with the project and gave the applicant direction to take care of the things on the to-do list, then return for further discussion. Council Member McMullin stated that her reading of the Code is that the community benefits are to benefit the entire community rather than the specific subdivision.

Mr. Milliner explained that the purpose of this work session is to reintroduce the Council to this project, which has changed since the last time they saw it. The proposal is to develop seven parcels on 99.63 acres of land, including one existing lot of record with a cabin on it. The previous proposal was for eight total units, one of which included the blue-roofed house. The applicant was unable to get a signature from the owner of that parcel, so it has been eliminated from the proposal. Mr. Milliner reported that the \$5,000 per lot contribution to the homeowners association has been withdrawn as a benefit. He corrected an error in the staff report to show that the real estate transfer fee will be .5%, not 5%, to be paid to the Pine Meadow Homeowners Association for ongoing road and infrastructure maintenance. Other community benefits include providing 90% open space and extinguishment of six lots in the Pine Meadow subdivision by deed restricting the lots.

Chair Carson confirmed with Mr. Milliner that the lots being extinguished are buildable lots.

Council Member McMullin asked what the Planning Commission had to say. Mr. Milliner recalled that the Planning Commission vote was split, 3 to 3, so there was no recommendation from the Planning Commission. Doug McAllister, the applicant, stated that the time before that, the vote was unanimous in favor.

Mr. Milliner reviewed Staff's concerns, which include the County Engineer's concern that the roads in the area do not meet County standards and would require some infrastructure updates. Council Member Armstrong asked what it would take to bring the roads up to standard. Mr. Milliner stated that the applicant would bear that burden, and he has not yet determined what the costs would be, but they could be significant. Mr. McAllister stated that they do not propose rebuilding the roads from I-80 up to the project. He stated that Tollgate Canyon Road has recently had a major upgrade, and he understands that Forest Meadow Road, which would be the main access to this area, already meets County standards.

Toby Tyler, President of the Pine Meadow Ranch Owners Association, stated that they negotiated an agreement with the County to rebuild the Forest Meadow Road, which has made a significant positive impact on the area. It is the HOA's position that they would not be responsible for upgrading any of the roads to accommodate this development. The concept is that the lots already exist and are buildable elsewhere within Pine Meadow Ranch, and they have the same access issues as the ones proposed by Mr. McAllister. The benefit to the Owners Association is that this will set a precedent for future development surrounding Pine Meadow Ranch. He stated that there are a number of very large lots owned by individuals, and the Owner's Association worked with Mr. McAllister to come up with a proposal that could shape how development happens in the entire Tollgate Canyon area. The first requirement is that the development must be density neutral and cannot add density. Another requirement is that they join the Owners Association and contribute to the roads they drive on. The third requirement is to provide the transfer fee. This would spread out density in Tollgate Canyon so the impact on the community is somewhat less. He stated that this is the first proposal the Owners Association has officially supported because of how the applicant has shaped the development and worked with the Owners Association.

Council Member McMullin confirmed with Mr. Milliner that the SPA process is the only process by which to accomplish this.

Mr. Milliner explained that Staff's principal issue is with the community benefits, because they see benefits for the Owners Association but not for the general public of Summit County. The money would go to the Owners Association to use as they see fit, with the County having no discretion as to how the money is spent. Another issue is that the County zoned this area AG-100, which was probably for a reason, and there is a question as to whether there is a special circumstance that would justify the proposed density. He could not find a good reason to exceed the existing zoning and could not find anything in the minutes that addresses that. He noted that the General Plan says the infrastructure needs should be provided before development occurs, and the Engineering Department indicates that the infrastructure in this area is substandard.

Council Member McMullin asked if the infrastructure challenges are any different in the old location than in the new location. Chair Carson explained that the old lots are closer to the highway, so there is a shorter travel distance for emergency purposes. Mr. Tyler indicated the location of Pine Meadow Drive and commented that it would actually take longer for emergency equipment to get to some of the extinguished lots than the proposed lots. Council Member Ure noted that the Council actually encouraged the applicant to extinguish six lots and move them into the Deer Meadows area, which would create less congestion in Pine Meadow Ranch and be a benefit to everyone. Council Member McMullin stated that, for all practical purposes, this is fine, but the issue is the process by which to get to the solution. They are trying to jam a practical solution into a process that does not fit very well. She has no problem with what is proposed, but she does not know how to get it done.

Chair Carson stated that she has concerns that there is a reason this area is zoned AG-100. She recalled that there was a tour of the area a few years ago, and she would like to take a look at it and see what is actually on the ground. She expressed concern about this setting a precedent for other areas. She did not want to arbitrarily make a change to the zone when there is a reason it was specified as AG-100. Mr. McAllister stated that the whole area is zoned AG-100, but is filled with .5-acre and 1-acre lots as well as 5-, 10-, and 20-acre lots. He stated that this proposal is very much in keeping with this area, and using this area for agricultural purposes would not be in keeping with what is reasonable for the area. Council Member McMullin stated that it was default zoning, and there was no real decision-making behind it. Chair Carson requested a site visit so she could see what is on the ground and the condition of the roads.

Council Member Armstrong expressed concern about wildfire in the area and what is happening with water. Mr. Tyler stated that the Owners Association does not believe there would be additional risk beyond what already exists in this area. This proposal would solve the problems related to the high density in this area, because it would remain density neutral. He stated that they see this as a positive precedent in general. He noted that this proposal would feather out the density a little bit, with the smallest lots being closer to Pine Meadow Ranch and the larger lots being further out. Council Member Armstrong stated that this seems to be backward for a transfer of density. They would normally take lots off a less dense area and transfer them into a dense area, not take lots from a dense area and transfer them to an open area.

Chair Carson requested that Staff forward the minutes from the last meeting to the Council Members and arrange for a tour of the site before deciding how to proceed with this item.

- **Discussion regarding Phase II of the Snyderville Basin General Plan; Pat Putt, Jennifer Strader, and Peter Barnes**

County Planner Jennifer Strader discussed several issues raised at the previous work session on the General Plan and recalled that it was noted that there was no language in the Plan to address solid waste. Staff has added an objective and associated policies in Chapter 2 to address solid waste. Another concern was transportation as it relates to open space, and there was a request to add language that would address the long-term value of transportation impacts before adding a conservation easement or deed restriction to properties. That policy has been added to Chapter 3. Another request was to add language to address broadband service and technologies, and that language was added to Chapter 7. Council Member Armstrong commented that broadband may become obsolete and suggested that they add the wording, “or other future communication

services.” In Chapter 8, there was a concern that the proposed language did not stress the importance and urgency of the transportation problems, and Staff changed the word “should” to “will” to give further emphasis to transportation. Council Member Armstrong requested that they go back to the word “should” because of the advisory nature of the General Plan. He suggested that they state “strongly consider incorporating” to add emphasis.

Council Member Armstrong asked if it is too broad to say that all motorized roadways are constructed to allow for non-motorized transportation and activities. Community Development Direct Patrick Putt explained that this is the complete streets model, which would allow them to look at public rights-of-way for opportunities to move people with modes other than an automobile where appropriate. That gives them an opportunity to move forward with Development Code language and engineering standards that would incentivize more efficient use of the public right-of-way. He stated that they could modify the language to state that all future roadways will be evaluated to determine whether additional non-motorized transportation activities can be integrated into the right-of-way. He explained that they are saying they will look at all the roadways on a regular basis and evaluate them to see if it is appropriate to use some other mode to share the public right-of-way. Chair Carson suggested that, instead of saying existing and future, they say all road construction projects will be evaluated.

Ms. Strader clarified that the future land use maps are not zoning maps, but they show hard boundary lines because they were based on property lines. She reviewed the language Staff added to clarify that the boundaries are intended to be flexible. Mr. Putt explained that the key is that the General Plan will be reviewed annually at the end of the year to assess and make necessary revisions based on what they have learned and what they see coming in the future, and this is not necessarily a precursor to what the zoning map will be. Ms. Strader stated that one of the most common comments they heard from the public is support for developing neighborhood master plans. Language to address that has been added to the Land Use chapter. She explained that neighborhood master plans take a while to create, and each is different based on the unique character of each neighborhood. Mr. Putt explained that Staff supports creating neighborhood master plans, but those will evolve at a later date. What they hope to do is define exactly what they want to see and write the Code to achieve it. They believe having a neighborhood plan in specific areas would be a good opportunity to create new zones and new processes. He believed the opportunity to update the General Plan on an annual basis would be valuable in keeping it current with the values and the knowledge they have.

Council Member Armstrong expressed concern that this could create an opportunity to customize some of the zoning that is being established. He stated that zoning is intended to provide certainty, and it sounds like the neighborhood master plans could be less than certain. They would be forward looking, and he was not sure that would satisfy people who are concerned about their specific neighborhood. He did not have a clear understanding of what a neighborhood master plan means. Planning and Zoning Administrator Peter Barnes stated that the citizens were quite vociferous in requesting a neighborhood master plan, especially those in already developed neighborhoods who are subject to existing plans. They fear that the General Plan, being an advisory document, does not look out for them. He explained that master plans are of different scales and perform different purposes, and they will never satisfy everyone’s requests. In its most basic form, a master plan is an essential diagram of a place that includes the physical geography, road systems, and existing neighborhoods. The thing that is most likely to change is the land use component, which is the one people consider to be the most important,

and they need to be able to study that with the appropriate tools. A master plan is the tool that would be used to create the fixed document, which is the zoning document, to carry the plan forward. Council Member Armstrong asked if they are looking for a master plan for undeveloped properties. Mr. Barnes explained that people want Staff to tell them that their neighborhood is never going to change. However, any kind of planning process plans for change, and they want to develop and redevelop in the most appropriate way for the entire community. They cannot please everyone by saying they promise to do certain things, but what they will promise to do is create a master plan to give them certainty. Council Member Armstrong reiterated that he is trying to understand what a neighborhood master plan would look like. Mr. Putt explained that they want to do a more thorough analysis and evaluation of specific areas and neighborhoods, which will allow them to make better decisions and give more accuracy to the Code. It would be a tool that they could customize to the problem at hand, and that exercise would be different for different areas.

Mr. Thomas commented that, to the extent they still have the current zone districts so that would not change for anyone, and they include a laundry list of zone districts, each having specific features, and neighborhood master plans that may include some of the zone districts on the list, they could have some flexibility. They would always have that flexibility, because these would be legislative decisions, but that discretion would not be unlimited and would be guided by what is in the Code. He expressed concern that, if they put too much in the neighborhood master plans and not enough meat in the actual zone districts, someone could say the standards are somewhat vague, especially if they require different things of property owners with property next to each other because they are relying on a different neighborhood master plan.

Mr. Putt stated that they need to do a better job of studying projects in the context of the area they are going into. He suggested that they modify the language to say neighborhood studies rather than neighborhood master plans. Mr. Thomas asked what the zone districts would look like, because it sounds like what is being described is a specially planned area. Mr. Putt replied that it is not, and in order to get the types of developments they want and engage the developers to help them get there, they need to cease the guessing game and be more predictable. They cannot do that unless they have the opportunity to fully understand the neighborhoods and how they fit into the broader whole. He believed they could be more precise in describing Staff's intent. Mr. Thomas asked if a zone district would be specific to the neighborhood studies or if they would create a new zone district for a specific neighborhood study area. Council Member Armstrong believed the term "study" creates a problem. He suggested that they use the term neighborhood master plans that take into consideration connectedness and compatibility within that area and adjacent neighborhoods. Mr. Thomas expressed concern that whatever is developed must be translated at some point into a specific zone district. If an applicant wants to develop their property in the Rural Residential Zone District as something other than Rural Residential, he asked what they would look to to understand what they could do with their property aside from Rural Residential development. Mr. Putt explained that one option would be for an applicant to request a rezone, and one of the tests would be what the future land use maps in the General Plan show. Then there would be discussion and negotiation and application of the Code standards. He stated that the master plan would include a layout of intended uses, how much of those uses, a circulation and connectivity component, and that the master plan could be used to modify the future land use map, but it would not be applied until there is an actual rezone. He stated that the County has not done a good job of articulating what it wants, but instead they spend a lot of time arguing and reacting to a specific plan. There needs to be a

better interim step, such as a master plan or study, which would only be etched in stone when it becomes a zone.

Council Member Armstrong stated that he does not have a problem with what is proposed in the General Plan. He suggested that Mr. Putt and the County Attorney's Office discuss what kind of language might be included in the Development Code to address this concept to be sure it fits what is intended. He also suggested that, instead of specifically referencing Park City, they refer to municipalities, as there is the potential for other municipalities in the future.

SPECIAL PRESENTATION

The Council Members gave special recognition to Julie Booth for her organization of a very successful Summit County Day.

REGULAR MEETING

Chair Carson called the regular meeting to order at 5:50 p.m.

- **Pledge of Allegiance**

COUNCIL COMMENTS

Chair Carson reported that she attended one day of the Utah Association of Counties (UAC) conference last week, including the public lands portion of the conference. HB 323, which passed this last legislative session, requires all counties to create a County resource management plan as part of their General Plan that includes detailed analysis of 27 areas related to energy, air, water, and many other categories. The intent is to take the plans from the 29 counties and form a State-wide plan so that, in the event federal lands are transferred back to the State and counties, plans will be in place to manage those lands. She and Mr. Putt will meet with some UAC people on Friday, and County Attorney Robert Hilder offered to attend with them. She suggested that the Council hold a work session on this topic after they have more information. She stated that \$50,000 per county has been allocated if they complete the plan, and State agencies are required to assist counties in developing the plans.

MANAGER COMMENTS

There were no Manager comments.

PUBLIC HEARING AND POSSIBLE APPROVAL OF OAKRIDGE DRIVE RIGHT-OF-WAY REALIGNMENT AND PLAT AMENDMENT; RAY MILLINER, COUNTY PLANNER

County Planner Ray Milliner presented the staff report and explained that Oakridge Drive was not built in the location shown on the plat, and this plat amendment would move the platted right-of-way to where the road exists. He has been told that the road was built as it was because of a fire line that was cut years ago, and people kept using it as a road. A road was never built in the platted location. Staff recommended that the County Council hold a public hearing and

approve the proposed plat amendment with the findings of fact, conclusions of law, and conditions of approval shown in the staff report.

Chair Carson asked why the small sliver of land shown on the plat is not being added to Lot 17. Mr. Milliner replied that the owner of Lot 17 was not interested in being involved in the plat amendment.

Chair Carson opened the public hearing.

Jensen Poore, owner of Lot 31, stated that he spearheaded the plat amendment. He explained that all the utilities are in the existing road, and he believed the fire line was cut in this location because of a huge drop off in the platted location. The owner of Lot 17 will take the sliver of land at the same negotiated price, but the area would have to be resurveyed. Chair Carson suggested that they continue with what is before them this evening, but the Council would be open to approving the other sliver of land.

Chair Carson closed the public hearing.

Council Member Armstrong made a motion to approve the proposed plat amendment for the Oakridge Drive right-of-way realignment with the following findings of fact, conclusions of law, and conditions of approval as shown in the staff report:

Findings of Fact:

1. **The applicant is the owner of Lot 31 of the Silver Creek Estates Unit A subdivision.**
2. **The owners of Lots 33 and 30 of the Silver Creek Estates Unit A subdivision have consented to this application.**
3. **The lots are located within the Hillside Stewardship (HS) zone.**
4. **The applicant is requesting a plat amendment and right-of-way realignment.**
5. **The existing Oakridge Road was built outside of the platted right-of-way (ROW).**
6. **The right-of-way realignment would make the Oakridge Road platted right-of-way consistent with the existing built Oakridge Road right-of-way.**
7. **The plat amendment would convey land on the east side of the right-of-way from Lots 33 and 30 to Lot 31.**
8. **There is no evidence that the proposed plat amendment will materially harm the public or any individual person.**
9. **Staff's review of the proposal, including review from applicable service providers, did not raise any issues or concerns that would warrant special conditions of approval or a denial of the application.**
10. **Access to each lot is from existing Oakridge Road.**
11. **There will be no increase in density as a result of this plat amendment.**
12. **No changes to the access are proposed as part of this application.**
13. **All necessary public facilities are available on site, including water, septic, and roads.**
14. **This application was reviewed by the Snyderville Basin Planning Commission on March 24, 2015. The Commission voted unanimously to forward a positive recommendation to the County Council.**

Conclusions of Law:

1. **The proposed Plat Amendment as conditioned complies with all requirements of the Development Code.**

2. **There is good cause for the proposed plat amendment.**
3. **No one will be materially harmed by this plat amendment.**
4. **The use is appropriately located with respect to public facilities, is adjacent to an existing County road, and has adequate water and sewer.**
5. **The use as conditioned is consistent with the General Plan, as amended.**
6. **The use is not detrimental to public health, safety, and welfare, as the roads and public services in the area are sufficient, as there will be no increase in the intensity of the use.**
7. **The use is compatible with the existing neighborhood character and will not adversely affect surrounding land uses as conditioned.**
8. **The effects of any differences in use or scale have been mitigated through careful planning.**

Conditions of Approval:

1. **Prior to any construction activity on site, the applicant shall meet with representatives from the Summit County Health Department to determine where the septic system will be placed. At that time, it will be determined whether an advanced system or a regular system will be needed.**

The motion was seconded by Council Member Ure and passed unanimously, 4 to 0.

**PUBLIC HEARING AND POSSIBLE APPROVAL OF PHASE II OF THE
SNYDERVILLE BASIN GENERAL PLAN THROUGH THE ADOPTION OF
ORDINANCE NO. 839; PAT PUTT, JENNIFER STRADER, AND PETER BARNES**

Mr. Putt presented the staff report and explained that the General Plan is a product of more than two years of work with the Snyderville Basin Planning Commission and members of the community and the culmination of a long public outreach and public input process. He explained that the General Plan is an advisory document and is the foundation for implementing some of the tools that will be included in the Development Code. He presented a buildout map of the Snyderville Basin showing existing approved and built-out properties, existing approved but yet to be built on properties, and the community open space and sensitive lands. He noted that the unentitled lands are currently located in entry corridor areas that the citizens experience every day and which the guests and visitors frequently experience. Other unentitled lands are located in the Old Ranch Road area and areas adjacent to existing neighborhoods and existing preserved open space. It is the relationship of those lands to what is around them that makes them strategically important.

Mr. Putt explained that Phase II grew out of the first phase of the General Plan, which took about four years to develop. He explained that Phase I was an exercise in looking at a number of existing neighborhoods in the Snyderville Basin. They looked at the unique characteristics of the neighborhoods, what works well in those neighborhoods, what does not work in the neighborhoods, and the opportunities to go beyond where they are now and enhance the characteristics of the neighborhood and bring in opportunities that do not currently exist. Phase II of the General Plan has allowed them to illustrate the neighborhood planning areas in the form of future land use maps and the characteristics they want to achieve in the next 5, 10, or 20 years. He emphasized that the future land use maps are not zoning maps but will be used to guide decisions when amending the Development Code and make administrative decisions on specific development requests. From the public input received during the public hearing process, distinct nuances were seen that make each neighborhood unique. This General Plan recognizes those

unique qualities, and they want to preserve the characteristics that make each neighborhood what it is and improve them to the greatest degree possible in a way that will get the support of the people who live there. They want to focus on completing and infilling the neighborhoods in a smart way before filling in the remaining spaces between them. He stated that the value is not just the dollar per square foot but the quality per square foot, and this plan will help direct Staff to create codes and policies that emphasize that by utilizing the existing development pattern in a smart and more efficient way before developing on the remaining portion that is left. He explained that they want to put some standards in place that will provide predictability and how to address the problems they have now. Mr. Putt reviewed Policy 2.3, which suggests that the County not approve any new entitlements beyond base zoning until the existing entitlements have been exhausted. He explained that this would not be a moratorium, and it would not take away the existing rights and processes in the Code. The issues they face right now are important enough that, before they accelerate and create more based on decisions that may be imprecise or haphazard, they should emphasize infill, get the Code amended to create the tools and predictability needed to put the right development in the right locations, and maintain the connectivity in the broader community. He explained that they want a Development Code that will zone things the way they intend the outcome to be; i.e., zone it the way they mean it. They also want to add smart growth tools to the Code, and they need to be able to make decisions based on a more integrated transportation plan. Staff recommended that the Council conduct a public hearing, discuss what they hear, and take formal action tonight if possible so Staff and the Planning Commission can start to work on Code changes. If the Council would like more substantial edits, Staff would bring this back again at a later date.

Ms. Strader added that it is important to remember that there will be an annual review of the General Plan, and it will be a living document that is ever changing.

Chair Carson opened the public hearing.

Bill Coleman provided an information handout for the Council Members. He referred to Paragraph 2.3 and stated that it limits development to base zoning, in spite of what might be a good opportunity to develop something that could solve real problems for lower priced housing in the County. He found data provided by the Planning Department that shows what is entitled and still not built. He noted that the land that is entitled and unbuilt is primarily the individual subdivisions, and 51% of that is Promontory, which is a long-term project. Another large portion is Summit Park, which includes lots that may never be built on, and the General Plan proposes that they would have to wait until a family builds on their individual lot. In reality, there is not a big surplus of entitled but unbuilt properties. He requested that the Council not take a vote this evening, because the General Plan has not been vetted as well as it might be. On the commercial side, 78% of what is unbuilt is the Boyer Research Park. He stated that the figures are skewed in a big way, and he hoped the Council would reconsider Provision 2.3. He stated that the biggest problem overall in the Code is that there needs to be a pathway to do some form of mixed-use development, and it needs to exist in every particular zone that is proposed, especially in the heritage and mountain resort zones. With 2.3 engaged, there is no way to upzone property. He used an example of putting in ultra-light rail on the existing rail trail and stated that there is no way to consider anything like that because there is not a pathway in the Code. He stated that people with heritage zoning will get hit the hardest, because there is no pathway in their zones, and they need a big incentive to become partners with the County. He agreed that there should be an incentive for infill first, but no effort has been made to build areas for real people to live in.

He stated that base zoning is so low that it does not make sense, and there is no process available to some of the property owners. He believed they should be given a chance. He believed the General Plan should simply say that they want to incentivize infill rather than the proposed language.

Wendy Fisher with Utah Open Lands commented on Policy 3.2 and stated that she is in favor of the County doing transportation planning, but Policy 3.2 will have unintended consequences. One thing it will do is have a chilling effect on landowners interested in making a donation of their land. Most of them love their land and do not see it as a transportation corridor. It also creates a back-door planning process. She asked why they are not identifying the transportation corridors up front rather than having every land owner who wants to preserve their land go through a process like that. As it relates to some of the leveraging the County has been able to do with its bonds, she believed many private donors would not want to contribute to what will equate to the County acquiring a transportation easement when they thought they were putting money into open space preservation. If they decide they want to put a transportation corridor through a conservation easement, it will impact the conservation values and tax deduction. She questioned whether this circumvents the public process and also questioned whether there is a similar provision for developments and if the County would exact a transportation corridor from developers as they go through their process or if it would only apply to those landowners who want to preserve their land. She believed it is important to solve transportation issues, but the open space, which does not create development or traffic jams, is not necessarily the problem. She felt this was a back-door approach instead of the County determining where they want their transportation corridors, and then if they decide a transportation corridor will be on someone's property, they might not be interested in preserving it.

Fred Allsop, a resident of Silver Creek, stated that he was sorry to hear that this process has been going on for so long and he knows nothing about it. As he looks at the future land use map, someone has decided that the area he lives in should be mixed use, which he believes opens the door for commercial. He moved into a residential neighborhood and did not intend that it would be a commercial area. He asked if this has had public input and whether it received input from the people from Silver Creek who said they wanted his little piece of Silver Creek to be commercial. He did not know how this came about and whose recommendation it was without any input from anyone in the neighborhood. He has yet to speak to anyone who had any input to this. He was aware that an area was zoned for some kind of commercial and some kind of zoning change that made it residential, but the people who bought it when it was commercial effectively fought that. He believed opening this up to even greater possibility for commercial development is unfair to the people who live there and who bought there and believed they bought in a residential area.

Marile Bitner discussed the Bitner Ranch and Policy 3.2. Chapter 3 of the General Plan talks a lot about connecting roads, and one of those goes through their property. She stated that her family has submitted a proposal to the County to allow this public thoroughfare through their historic and private property and to allow the County access to community benefits. Depending on when the connector road is done, if Policy 2.3 is in place, it would limit the Bitners from making any kind of plan regarding their property. There are 33 members of the Milton O. Bitner Corporation, and they have a strong desire to work with the County to preserve their historic farm and the surrounding area and make a good General Plan for that area. She asked the Council to help them create a system where they can preserve the history of their ranch and their

property and allow their vision of transportation and public amenities to this historic area. With regard to Policy 3.2, the County could come in and put a road in anyway, and they would not be willing to do a historic easement. If there will be public access, the funds would not be available to them. She believed Policy 2.3 should be removed for many neighborhoods in the area, because it limits anyone from being able to make any kind of plans for the future.

Commissioner Armstrong asked Ms. Bitner about her concern regarding Policy 3.2. It was his understanding that it would allow some consideration for a transportation corridor whereas, normally, under a conservation easement, that would not be allowed. He asked Ms. Bitner how that would be limiting to the Bitner property. Ms. Bitner stated that she is trying to protect their land and many other land uses and other farms in the area that are not represented in this meeting. If they wanted to place a conservation easement on their entire property, when they put in an application, the County could say they would put a road through the middle of their property because that is where they think it should be. She stated that they need to have a conversation, and this policy limits that conversation and a strategy to work something out. The County gets to do whatever it wants to do, and the property owner has no say. Chair Carson stated that it is not their intent to slap a transportation corridor through a conservation area, and they want to be sure things are looked at in a more global manner.

John Longmuir, a Kimball Junction resident, stated that he was speaking on his own behalf and on behalf of some of his neighbors. He stated that they want a neighborhood master plan for Kimball Junction, and the General Plan is not specific enough. It does not include the Swaner Preserve. Council Member McMullin noted that Mr. Longmuir is talking about Newpark and Redstone, which are both governed by a development agreement that is very specific, and that is their master plan. The development agreement very specifically identifies what is and is not allowed in his neighborhood.

Cheryl Fox with the Summit Land Conservancy expressed concern about Chapter 3 and Policy 3.2. She has heard from landowners who are concerned that, if they were to donate a conservation easement on a piece of property, it could all just go out the window. One person asked her today why he would do that and not develop the land himself if it is going to be developed in the long run. She supports the process of looking at a piece of property when it is purchased with community funds for open space or some other reason to see what they really need on that property for a public purpose. However, this amendment does not apply to public property only. She suggested putting the proposed amendment into the guiding documents for BOSAC so they can make those kinds of considerations when they look at potential purchases. She expressed concern about what private landowners would make of this and was not sure it is fair to private property owners who are exercising their private property right to conserve a piece of open space and have it regulated for transportation in a way that a development might not be.

George Mount stated that he thinks the future land use map shows an enlargement of the old Unit I in Silver Creek, and it extends way into the residential properties on the east side and the west side. He recalled that all the land in Unit I was originally zoned commercial. He believed the lots bordering Earl Street should be reassigned the commercial designation they had prior to 2011 and that the map should be redrawn so it will not confuse the people who live in these areas. His lot is almost across the street from the gas station, and he believed it would be unsellable for a residential use. Chair Carson clarified that these are not zoning maps but are land use maps that give a general idea of what is currently on the ground and what could be

envisioned in the future. There would have to be a process to adopt zoning maps to reflect that. She explained that Mr. Mount might want to consider getting his property rezoned to commercial if it is currently zoned Rural Residential.

Pete Gillwald stated that his biggest concern with Policy 2.3 is that there is no timeline and no date certain as to how long it could go on. There are property owners who may not have the luxury of time to wait for Staff to create new zoning codes and neighborhood plans, and there are issues that need to be resolved. They are hearing that the County is establishing certain timelines for transportation improvements, and if there are no planning guidelines or zoning ordinances in place, they will be behind the 8-ball in being proactive instead of reactive. Policy 2.3 does not give them much comfort that, if they want to engage the County in a master planning process, there are no benchmarks. If there is a neighborhood that wants to take the lead on creating a neighborhood plan, he asked how that would happen. He stated that all the policies related to 2.3 seem to be very time intensive, and he was not sure how they would get there. He expressed concern about Policy 3.2 and asked who would do the study and whether it would be up to the landowner to do it, which would have a financial impact on the landowner. He believed a transportation corridor would have an impact on conservation values. He referred to Objective 3.13 regarding open space on large lots and suggested that they state that open space can be incorporated into large lots and argue about how much later. He was concerned about Objective B in 5.8 regarding critical lands and asked what the definition of a ridgeline is. Ms. Strader explained that ridgelines are defined in Chapter 11 of the Development Code. Mr. Gillwald referred to the discussion about neighborhood plans in work session and stated that he likes the SPA process, because it gives the County the ability to adapt the Code to a particular project. An MPD process is fine, but it needs to have flexibility built into it. He asked where the neighborhood plan would stop as it relates to a particular project, because something that happens in one part of the Snyderville Basin could affect another part of the Basin. At the last couple of meetings he attended, he has asked what the Heritage Amenity designation means that has been placed on about 90% of the Bitner Ranch and what that would do to the Bitners as they want to move through a process. It seems to him to be a layer of further review, but the impact to the ranch is not defined. He noted that they have town centers and resort centers in the Snyderville Basin, and he would like more of a neighborhood center or village center created so people do not have to get in a car and drive to Kimball Junction for everything, and it would give them a use they could rely on and work toward.

Brian Bitner stated that he likes the idea of a village or neighborhood center, because it would help reduce traffic and create more of a walking environment. He does not understand what heritage amenity means and how that relates to agriculture. With regard to unbuilt homes, he noted that Glenwild has been working on completing their development for 15 years, and they have 120 homes that are under construction or built and 197 approved lots. He asked if they would have to wait until Glenwild, Stagecoach, The Preserve, and Goshawk are all built out before the County will accept any new applications for zoning. That does not make sense to him, because some of the people with property in those developments bought it for an investment and are just waiting for the property values to go up. He believed they could solve a lot of problems through good design and good planning in each area. He believed they would be lacking if they stick with Policy 2.3 and that it would not be fair to existing property owners who do not have any zoning. On the Bitner property, they could only get 10 or 12 lots with the current zoning, which does not make a lot of money for them, and he believed they could have an incentive to infill. He was not in favor of conservation easements, and having transportation

go through a conservation easement is a weird idea. He would like to know where the transportation corridors will be located, and that is the County's responsibility. He stated that they would like to be proactive and work with the County and commented that agriculture is not easy, and they have to find other places to work. He would like to be able to live here, but it is difficult to get zoning on his own property to even be able to build a house. He felt it was confusing that there is no time or date on Policy 2.3.

Gale Pace stated that he owns land in lower Silver Creek, which is a very unique area. He thanked Council Member Armstrong and Mr. Thomas for bringing up some of the points he had questions about. He stated that lower Silver Creek has contaminated tailings, and the last map he saw showed that the soil on the entire area was contaminated. He would like to know if he could rezone some property to commercial, and Ms. Strader explained to him that the EPA has prepared a map. He would like to know who he has to go to at the EPA to get a letter saying that the soil on his property is not contaminated so he can get it rezoned. He commented that lower Silver Creek is completely different from the rest of the Snyderville Basin and they should take into consideration that the General Plan may not apply to that area the same as it does to the rest of the Snyderville Basin. Council Member Armstrong explained that the County has had meetings with the EPA regarding the contaminated soils over the last several years, and they will continue those discussions. At some point there is likely to be a stakeholder meeting, and the County will do its best to be sure Mr. Pace is aware of what is happening.

Steve Brown stated that the nature of the language in Policy 2.3 is quite restrictive and is vague as to what the substantial exhaustion of existing entitlements means. He believes the language is so restrictive that it would discourage potential users of land from even considering putting a piece of ground under contract that does not have existing entitlements and would discourage people from engaging in the process that is already in place. The rezone process in Summit County is anything but simple and cannot be done expeditiously, and he believes that is a good tool to allow the County to consider potential uses on ground that is not currently zoned commercial. He was aware of two parcels in the last year that were under contract but expired because the potential user was aware of the language in 2.3 and was not willing to engage in the process. He encouraged the County to stiffen the rezone language if they feel they need to rather than the absolute cessation of any new entitlements until the existing entitlements are substantially exhausted.

Max Greenhalgh stated that, as a former member of BOSAC, he found that a property owner will often take less than fair market value for their property knowing it will be preserved. The possibility that their paradise will be paved and turned into a parking lot would cause concern for a lot of potential owners. He stated that the County does not need to do that, and he believed they should get rid of Policy 3.2. When a property comes in for consideration, if it is in an area where they might want a corridor, they could address it at that time on a case-by-case basis, but he did not think it should be automatic that every property owner would have to consider that. He could not imagine why the County would want to adopt Policy 2.3, because Summit County is already known as one of the most restrictive areas to develop, and he did not understand why they would want to create a greater stigma. He claimed that this would be a moratorium. He commented that the County has an incredible amount of discretion when it comes to changing zoning, and he did not understand why they would want to place this kind of restriction in the General Plan. He believed property owners should have an opportunity to point out to the Planning Commission and County Council why their property does not fit in the zoning

designation it has received. He stated that they were told in the public hearings that a property owner could have base zoning and the incentive density, but the General Plan does not say that, and he recommended that be clarified. He explained that incentive density is intended to preserve more open space by clustering density in the least sensitive portion of the property, and he believed they would want to keep that. He stated that the current two-prong approach to the growth management plan is to keep low rural density everywhere except in the centers. They want to cluster development in the centers, and that would be the best place for affordable housing and the transfer of some approved density. He asked why they would not want to create some centers. He recalled that Jody Burnett told him they needed to change the existing zoning plan at the time he served on the Planning Commission, because people in certain tiers had to wait 10 or 20 years before they could build out their property, and he cautioned that they were on shaky ground with that type of zoning. In this case, the General Plan proposes two tiers, the existing approved densities and those that have to wait. He suggested that they consult with Jody Burnett to see if what is proposed would be a problem. Mr. Greenhalgh referred to Policy 2.9 and stated that all residents will benefit from having more restrictive zoning. He did not understand why they would want to create zoning that is less restrictive but without entitlements. He referred to Policy 2.13 and stated that the intent was to create higher density in the infill areas around existing subdivisions, which will not benefit the people in the existing subdivisions. They want to see property outside their neighborhoods be more restrictive.

Chair Carson closed the public hearing.

Council Member McMullin stated that she had concerns about the wording of Policy 2.3. She was persuaded by the chart showing that the large majority of vested density in both residential and commercial is in very few areas. She understands wanting to incentivize infill and asked what is behind the theory of no more entitlements beyond what currently exists until substantially built out when the buildout resides in six areas. Mr. Putt replied that each of those areas brings transportation impacts. Regardless of where the vehicles trips originate, they will inundate the existing system, and the County does not have an answer for that. Council Member McMullin believed the transportation impacts of the Boyer development and Canyons had already been taken into account. She was uncomfortable with the wording of Policy 2.3 and the idea that it says base zoning. She believed it should say base zoning with all the rights of incentive zoning or rezoning, especially since she does not know what new rights and tools will be in the Development Code. If they have to wait until existing entitlements are substantially built out, people may have to wait decades to do anything. She found what was said tonight to be very persuasive. With regard to 3.2, she completely agreed with everyone who spoke in the public hearing. She stated it was never their intent to impact conservation values by taking into account transportation corridors with respect to conserving property. She liked the suggestion that BOSAC should take that into account. Chair Carson noted that was added to BOSAC's evaluation tools. Council Member McMullin clarified that the neighborhood plans and the General Plan are not zoning. They are ideas and suggestions that may or may not come to fruition.

Council Member Ure stated that the biggest issue facing the Snyderville Basin is transportation, and everyone has seen what can happen during ski season. When there are transportation problems, people do not enjoy the open space or anything else, they just want to leave. He agreed with the comments that were made and explained that it was not the Council's intent to wait until someone had a conservation easement and then stick a transportation corridor in it.

They are trying to find a way to resolve transportation in the Snyderville Basin, and transportation corridors are a sensitive issue. It is difficult to get them in place without someone having issues with them. He asked for suggestions to help the County resolve its transportation issues.

Council Member Armstrong suggested that they keep the public hearing open and hold another one so they can get another round of fresh comments. He believed they should take a closer look at Policy 3.2 and have some discussions with those who are invested in the open space process. On one hand, they value open space, and when they buy it, it is protected. On the other hand, the community changes, and having only two primary entrances to the Snyderville Basin limits them if something changes and they have a serious transportation problem. The complete inability to use the open space greatly restricts what they can do and creates a tension. He believed they need some flexibility that would not restrict them from acquiring open space while still providing an opportunity to tap that resource if it is absolutely necessary or on an emergency basis. He was not certain how to do that, because once the land has been protected, they cannot do anything. With regard to Policy 2.3, he noted that the number one comment on the citizen surveys is always growth, the number two comment is transportation, and they are related. They need to balance interests, and he acknowledged the large landowners who have been stewards of their property for a long time for their own benefit and for the benefit of the community. He also acknowledged that developers want to find land to develop, and the County would like to infill. Developing large tracts into more density only creates more problems. A number of people in the community who are not developers and are not large landowners would like the County to stop all development, which it cannot do, because it is against the law. However, the County can try to plan accordingly and try to limit and guide future growth. Nodal growth allows them to mix uses and layer in single-family, multi-family, and commercial to create neighborhoods that are semi-self-sustaining to reduce traffic trips and transportation problems. He agreed that they may need to re-look at Policy 2.3 because it may restrict the County too much in terms of what they might want to do and may keep them from planning the way they might want to. He asked the stakeholders to figure out how they could accomplish the intent of Policy 3.2 and make it work. He asked Staff to work on the language in Policies 2.3 and 3.2.

Council Member McMullin asked what the practical effect would be on a landowner of having their property designated as heritage. Mr. Putt explained that they were trying to recognize that certain properties are important based on the history associated with them. It was felt that the property owners needed to be afforded an opportunity to do the right thing with their property, which includes rehabilitating the buildings and getting the right uses in the buildings in a way that is respectful to the heritage and the social, cultural, and economic value to the area. The existing tools and language in the Code do not do a good job of that. A heritage area is defined in the Code, along with a couple of policies for creating an incentive for adaptive reuse of those properties, which really does not work. He clarified that the future land use map is not a zoning map, it is a map showing what they would like to see in the future. It would be used to come up with strategies and a predictable process for offering incentives to save those properties and integrate them, where appropriate, into the open space and connections. Council Member McMullin suggested that the meaning of the map may need to be stated more clearly in the General Plan. Mr. Putt offered to clarify the language.

Chair Carson thanked the public for their comments. She stated that she was excited about Policy 2.3 and the thought of slowing down until they are able to get some new Code language that allows them to better formulate what they want to do in each area. She acknowledged the unease created by not having a timeline associated with that policy or knowing what significantly exhausted might mean, and they may need to look at how to adapt the wording so it is not totally restrictive. She did not want to pass up some great opportunities by the language being too restrictive. With regard to 3.2, she acknowledged that they want to recognize that they need a way to move people through the Basin, and some of the areas they thought might be good for developing a corridor are already taken out of consideration because they are preserved as open space. She wanted people to be cognizant as they add future conservation easements that they might be in areas they might need to look at for a transportation corridor. She was not sure how to change the wording and suggested that BOSAC might use that tool in their evaluation. She would like to have one more public hearing when Council Member Robinson can attend.

Council Member Ure thanked Staff for the outstanding work they have done on the General Plan.

The County Council meeting adjourned at 8:20 p.m.

Council Chair, Kim Carson

County Clerk, Kent Jones

MINUTES

SUMMIT COUNTY
BOARD OF COUNTY COUNCIL
FRIDAY, MAY 8, 2015
SHELDON RICHINS BUILDING
PARK CITY, UTAH

PRESENT:

Kim Carson, Council Chair
Roger Armstrong, Council Vice Chair
Claudia McMullin, Council Member
Chris Robinson, Council Member – By telephone
David Ure, Council Member

Tom Fisher, Manager
Anita Lewis, Assistant Manager
Robert Hilder, Attorney
Jami Brackin, Deputy Attorney

Chair Carson called the meeting of the Summit County Council to order at 1:05 p.m.

CLOSED SESSION

Council Member Armstrong made a motion to convene in closed session to discuss litigation. The motion was seconded by Council Member Ure and passed unanimously, 5 to 0.

The Summit County Council met in closed session for the purpose of discussing litigation from 1:05 p.m. to 2:20 p.m. Those in attendance were:

Kim Carson, Council Chair
Roger Armstrong, Council Vice Chair
Claudia McMullin, Council Member
Chris Robinson, Council Member – By telephone
David Ure, Council Member

Tom Fisher, Manager
Anita Lewis, Assistant Manager
Robert Hilder, Attorney
Jami Brackin, Deputy Attorney

Council Member Ure made a motion to dismiss from closed session to discuss litigation and to adjourn. The motion was seconded by Council Member Armstrong and passed unanimously, 5 to 0.

The County Council meeting adjourned at 2:20 p.m.

Council Chair, Kim Carson

County Clerk, Kent Jones



STAFF REPORT

May 27, 2015
Lisa Yoder, Sustainability Coordinator

**Draft Be Wise, Energize
Community Development Area (CDA)
Project Plan**

BACKGROUND

A Community Development Area (CDA) or a Summit County Subsidiary Issuing Authority is required by law to issue the \$4.3M Qualified Energy Conservation Bond (QECB) allocation for the purpose of funding the countywide **Be Wise, Energize** Residential Energy Efficiency Loan Program.

A CDA Plan is required to establish a CDA. The CDA Plan defines the project; provides specific description of the boundaries of the proposed project area; and describes the public benefit that is broadly available to Summit County residents. A draft CDA plan must be made available for public input for 30 days prior to review and possible adoption by Council scheduled on July 1, 2015.

Resolution # 2015-12 adopted by Council on May 13, 2015 authorized staff to draft the Be Wise, Energize CDA Plan. The draft CDA Plan is being presented herein for your review.

CONCLUSION

The draft CDA Plan has been written by Lisa Yoder, Sustainability Coordinator and Chief Civil Deputy Attorney David Thomas. The draft CDA Plan is ready for the 30 day public input period with a public hearing scheduled for July 1, 2015.

RECOMMENDATION

Review and allow circulation of the draft Be Wise, Energize Community Development Project Area Plan for public input.



**BE WISE, ENERGIZE
COMMUNITY DEVELOPMENT
PROJECT AREA PLAN**

TABLE OF CONTENTS

Introduction..... 4

1. Recitals of Preconditions for Designating a Community Development Project Area..... 5

2. Definitions..... 6

3. Description of the Boundaries of the Proposed Project Area [17C-4-103(1)]..... 7

4. General Statement of Land Uses, Layout of Principal Streets, Population Densities, Building Intensities and How They will be Affected by the Community Development [17C-4-103(2)]..... 8

5. Standards Guiding the Community Development [17C-4-103(3)]..... 8

6. How the Purposes of this Title will be Attained by Community Development [17C-4-103(4)]..... 9

7. Conformance of the Proposed Community Development to the Community's General Plan [17C-4-103(5)]..... 11

8. Describe any Specific Project or Projects that are the Object of the Proposed Community Development [17C-4-103(6)]..... 12

9. Method of Selection of Private Developers to Undertake Community Development and Identification of Developers Currently Involved in the Process [17C-4-103(7)] 13

10. Reason for Selection of the Project Area [17C-4-103(8)]..... 13

11. Description of Physical, Social and Economic Conditions Existing in the Project Area [17C-4-103(9)]..... 15

12. Description of Any Tax Incentives Offered Private Entities for Facilities Located
in the Project Area [17C-4-103(10)] 19

13. Anticipated Public Benefit to be Derived from the Community Development
[17C-4-103(11)] 19

Appendix 20

Exhibit A: Map of Summit County Be Wise, Energize CDA..... 20

Introduction

The Summit County Community Development and Renewal Agency (the "Agency") of Summit County has established the Be Wise, Energize Community Development Project Area (the "Be Wise, Energize CDA") to promote desirable community development activities. The Be Wise, Energize Community Development Area Plan (the "CDA Plan") qualifies as a green community program for the purpose of issuing low-interest loans to homeowners to reduce residential energy usage, reduce utility costs to homeowners and improve the value of the existing housing stock within the Project Area. The CDA Plan enables county homeowners to reduce their utility costs; and thereby increase both their disposable income and spending power within the local economy, resulting in the creation of additional jobs within Summit County (the "County"). This CDA Plan will guide and control the community development undertakings within the Be Wise, Energize CDA.

This proposal to administer the CDA Plan in the County underwent a careful analysis by the Summit County Council (the "Council"), as well as rigorous review by the Utah Private Activity Bond Review Board, resulting in receipt of a four million three hundred thousand dollar (\$4,300,000.00) Qualified Energy Conservation Bond (the "QECB") allocation. The proceeds of the QECB will be utilized to provide below market interest rate loans for energy upgrades to single family homeowners in order to (a) increase energy efficiencies, (b) save on homeowner utility costs, and (c) increase property values of the existing housing stock within the County.

1. Recitals of Preconditions for Designating a Community Development Project Area

- a) Pursuant to the provisions of UCA §17C-4-101(1) of the Limited Purpose Local Government Entities Community Development and Renewal Agencies Act (the "Act"), and following an examination, investigation and negotiation regarding a residential energy efficiency loan program as required by UCA §17C-4-102(1)(a), the governing body of the Summit County Community Development and Renewal Agency (the "Agency") adopted Resolution 2015-12 on May 13, 2015 authorizing the preparation of a community development project area plan (the "CDA Plan").
- (b) It is the intent of the Agency that the Be Wise, Energize CDA be expanded into the boundaries of adjoining municipalities within the County as is provided under UCA § 17C-1-102(15) through a resolution of each city council in accordance with UCA § 17C-1-204.
- (c) Pursuant to the provisions of UCA §17C-4-102(2)(a) and (b), the County and each of its municipalities has a planning commission and general plan as required by law.
- (d) Pursuant to the provisions of UCA §17C-4-102, the Agency selected the Be Wise, Energize Community Development Project Area (the "Be Wise, Energize CDA") hereinafter described comprising all incorporated and unincorporated areas within the geographical boundaries of Summit County, Utah, as set forth in the official records of the Summit County Recorder.
- (e) Pursuant to the provisions of UCA §17C-4-102, the Agency shall conduct one or more public hearings for the purpose of informing the public about the proposed Be Wise, Energize CDA, allowing public comment on the draft CDA Plan and whether the plan should be revised, approved or rejected.

- (f) Pursuant to the provisions of UCA §17C-4-102, the Agency has made a draft CDA Plan available to the public at the Agency's offices during normal business hours, provided notice of the plan hearing and will hold a public hearing on the draft plan on July 1, 2015.

2. Definitions

As used in this Community Development Project Area Plan:

- a) The term "**Act**" shall mean and include the Limited Purpose Local Government Entities – Community Development and Renewal Agencies Act in Title 17C, Chapters 1 through 4, Utah Code Annotated 1953, as amended, and such other amendments to the Act as shall from time to time be enacted, or any successor or replacement law.
- b) The term "**Agency**" shall mean the Summit County Development and Renewal Agency as set forth in the Summit County Code, Title 2, Chapter 12, and as further designated by the Legislative Body to act as the redevelopment agency of the County, as a separate body corporate and politic.
- c) The term "**Community**" means the County.
- d) The term "**Legislative Body**" means the County Council of Summit County.
- e) The term "**Loan Service Provider**" means the individual responsible for servicing the low interest loans that are a part of the Program.
- f) The term "**Plan Hearing**" means the public hearing on the draft CDA Plan required under UCA §17C-4-102.

- g) The term **“Program” or “Be Wise, Energize Loan Program”** means the residential energy efficiency loan program as defined in this CDA Plan, as implemented by the Program Administrator within the Project Area.
- h) The term **“Program Administrator”** means the individual responsible for overseeing the Program. The Program Administrator may also be the Loan Service Provider.
- i) The terms **“Project Area” or “Be Wise, Energize CDA”** means the geographic area described in the CDA Plan or draft CDA Plan where the community development set forth in this Project Area Plan will take place.
- j) The terms **“Project Area Plan” or “CDA Plan”** means the written plan that, after its effective date, guides and controls the community development activities within the Be Wise, Energize CDA. In most contexts, the CDA Plan refers to this document and all of the attachments to this document.

3. Description of the Boundaries of the Proposed Project Area [17C-4-103(1)]

The map of the Be Wise, Energize CDA is attached in the Appendix as Exhibit A and is incorporated herein by this reference. The Project Area is made up of the incorporated and unincorporated areas contained within the geographical boundaries of Summit County, Utah, as set forth in the official records of the Summit County Recorder.

4. General Statement of Land Uses, Layout of Principal Streets, Population Densities, Building Intensities and How They will be Affected by the Community Development [17C-4-103(2)]

All land uses, inclusive of population densities and building intensities, within the unincorporated areas of Summit County are more fully set forth in the Snyderville Basin General Plan, the Eastern Summit County General Plan, the Snyderville Basin Zoning Map, the Eastern Summit County Zoning Map, and Summit County Code, Title 10 and Title 11. Each municipalities' land uses, inclusive of population densities and building intensities, are more fully set forth in their city general plans, zoning maps, and land use ordinances. Street layouts for the unincorporated County are more fully set forth in its Class B Road Map on file in the Office of the County Engineer. Street layouts for each municipality are more fully set forth in their individualized Class C Road Maps on file in the Offices of the City Recorder. The activities contemplated by this CDA Plan will have no effect upon the land uses, street layouts, population densities or building intensities within the Be Wise, Energize CDA.

5. Standards Guiding the Community Development [17C-4-103(3)]

In order to provide maximum penetration of the Be Wise, Energize Loan Program within the Project Area, and to encourage and obtain the highest quality in energy efficiency home improvements, specific program policies and procedures will be implemented and overseen by the Program Administrator as set forth herein. Each single family detached residential unit in the Project Area will be subject to eligibility requirements of the Be Wise, Energize Loan Program, the International Building Code, the International Fire Code, institutional controls, and other applicable ordinances of the County; and, as required by the Agency.

6. How the Purposes of this Title will be Attained by Community Development [17C-4-103(4)]

It is the intent of the Agency, with the assistance of a selected Program Administrator and a Loan Service Provider, and voluntary participation of the property owner(s), to facilitate energy efficiency improvements to single family detached homes to reduce residential energy usage and associated utility costs to homeowners. The economic benefits of energy efficiency extend far beyond lowering energy bills for consumers. Efficiency also contributes to economic development and job creation. This enhancement of economic vitality in the Project Area will benefit the long term financial well-being of the County and align not only with the Summit County Council 2015 Strategic Plan for environmental stewardship, but also align to the Governor's 10-Year Strategic Energy Plan for reducing energy consumption.

The purposes of the Act will be attained as a result of the proposed community development within the Project Area by accomplishing the following goals:

- (a) The Provision for Job Growth: An energy efficiency investment creates more jobs than an equivalent investment in either the economy or the utility industry, including utilities which primarily use fossil-fuels. As an example, a \$1 million investment in a building efficiency improvement will initially support approximately 20 jobs throughout the economy. By comparison, the same \$1 million investment in the economy as a whole supports 17 jobs. As of 2010, at least 830,000 jobs related to energy and resource efficiency existed in the United States with an average annual increase projected to be at around 3%.¹

In addition to the immediate job creation benefits from energy efficiency program investments, another—and greater—job creation benefit of efficiency results from the consumer savings on energy bills. When businesses or households lower their energy costs, they are able to spend the savings elsewhere in the economy, resulting in

¹ <http://www.aceee.org/blog/2012/09/energy-efficiency-and-economic-opport>

additional jobs. On average, this shift in spending supports 17 jobs per \$1 million compared to the 10 jobs per \$1 million supported through energy generation and distribution.²

The training and certification requirements of contractors and new workers to be engaged under the Be Wise, Energize Loan Program will help expand the energy efficiency knowledge base and upgrade installation techniques provided by, but not limited to, the following trades:

- (i) Home Energy Auditors
- (ii) Heating and Ventilating Contractors
- (iii) Insulation Contractors
- (iv) Remodeling Contractors
- (v) Electricians
- (vi) Lighting Contractors
- (vii) Window Installers

Only a reputable, high quality workforce will be employed to execute energy efficiency upgrades to the homes within the Project Area.

Further benefits will consist of increased use of the Intermountain Weatherization Training Center, whose mission it is to train and certify energy efficiency Contractors. These contractors may serve residents of the Project Area who do not choose to participate in the Be Wise, Energize Loan Program, but who nevertheless desire energy efficiency upgrades to their homes.

- (b) Increased Property Tax Base: Implementation of the Be Wise, Energize Loan Program in the Project Area will increase the property values of homes from between 6% - 9%.³ Every dollar spent in energy efficiency upgrades realizes a \$3 dollar increase in

² <http://www.aceee.org/blog/2012/09/energy-efficiency-and-economic-opport>

³ <http://www.cleanenergyworksoregon.org/blog/energy-upgrades-increase-home-value/>

asset value.⁴ All taxing entities within the Project Area will benefit from this increase in taxable value.

7. Conformance of the Proposed Community Development to the Community's General Plan [17C-4-103(5)]

Summit County government administers and enforces two General Plans within the unincorporated County (i.e., the Snyderville Basin General Plan and the Eastern Summit County General Plan). Both General Plans provide guidance regarding new development. While the Be Wise, Energize Loan Program only applies to existing homes, it is in keeping with the vision of each General Plan as follows:

- (a) Eastern Summit County General Plan: The Eastern Summit County General Plan seeks to “promote proper stewardship of natural resources and address environmental issues of Eastern Summit County.”⁵ The Be Wise, Energize Loan Program helps to reduce the demand for natural resources by increasing the energy efficiencies of residential homes. The Eastern Summit County General Plan has as an additional goal to “[e]nsure that development occurs in a manner and location that protects natural resources, including but not limited to pollution prevention, erosion prevention, national forests, crucial wildlife habitat and corridors, agricultural lands, fisheries, water quality, wetlands, scenic view sheds, riparian areas, wildlife and clean air.”⁶ The combustion of fossil fuels produces carbon dioxide emissions (CO₂) that adversely impacts view sheds and air quality. According to the Summit County Greenhouse Gas Road Map (2012), 21% of CO₂ gas emissions in the County comes from residences.⁷ The Be Wise, Energize Loan Program will assist in voluntarily decreasing the emissions from the residential sector.

⁴ http://www.iea.org/publications/insights/ee_improvements.pdf

⁵ Eastern Summit County General Plan, Chapter 5, Natural Resources/Environmental Quality, Goal 5.1, p.6.

⁶ Eastern Summit County General Plan, Chapter 5, Natural Resources/Environmental Quality, Goal 5.1(a), p.6.

⁷ Summit County Greenhouse Gas Road Map, 2012, p.8, 9

- (b) Snyderville Basin General Plan: The Snyderville Basin General Plan seeks to “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.”⁸ As is the case with the Eastern Summit County General Plan, the Be Wise, Energize Loan Program seeks to reduce CO2 levels by increasing efficiencies in residential homes, thus assisting in the accomplishment of this general plan goal.
- (c) Municipal General Plans: Each of the municipalities’ general plans are not inconsistent with the outcomes of the Be Wise, Energize Loan Program, which result in a voluntary decrease in air pollution through more efficient residential home systems.

The County is dedicated to economic diversification and job growth. This project is harmonious with the County’s goals for economic development and the pursuit of environmental stewardship through reduction of energy usage and associated greenhouse gas emissions.

8. Describe any Specific Project or Projects that are the Object of the Proposed Community Development [17C-4-103(6)]

The specific purpose of the CDA Plan is to implement the Be Wise, Energize Loan Program, which has as its purpose the issuing of low-interest loans to homeowners in order to allow them to effectuate weatherization upgrades which will (a) reduce residential energy usage (increase energy efficiencies), (b) reduce utility costs to homeowners, and (c) improve the property value of the existing housing stock within the Project Area. This CDA Plan enables county homeowners to voluntarily reduce their utility costs; and thereby increase both their disposable income and spending power within the local economy, resulting in the creation of additional jobs within the County. This CDA Plan will guide and control the community development undertakings within the Be Wise, Energize CDA.

⁸ Snyderville Basin General Plan, Policy 5.19

A key component of the CDA Plan is the acquisition by the County of a four million three hundred thousand dollar (\$4,300,000.00) Qualified Energy Conservation Bond (the "QECB") allocation. The proceeds of the QECB will be utilized to provide below market interest rate loans for energy upgrades to single family homeowners.

9. Method of Selection of Private Developers to Undertake Community Development and Identification of Developers Currently Involved in the Process [17C-4-103(7)]

There are no private developers required to undertake any community development associated with the Be Wise, Energize Loan Program.

The County will award a contract pursuant to Summit County Code, Title 1, Chapter 16 (Procurement Code) to a Program Administrator and a Loan Service Provider.

Home Energy Auditors, who are certified through either the Intermountain Weatherization Training Center or an agreed upon third party certifier, shall be utilized by the Program Administrator. Home Energy Auditors will be required to apply to the Program Administrator to be added to a list of pre-approved Home Energy Auditors (the "Home Energy Auditors List" or "HEA List"). A Home Energy Auditor from the HEA List shall be dispatched to the residence to perform the energy audit required by the Program.

The Program Administrator shall also keep a list of pre-approved contractors ("Contractors List") from which homeowners may select. Qualifications for contractors to be placed on the Contractors List shall be published by the Program Administrator.

10. Reason for Selection of the Project Area [17C-4-103(8)]

Residential energy efficiency is a County goal that benefits all residents. Consequently, the Be Wise, Energize Loan Program was determined by the County Council to be a countywide venture, open to all residents of Summit County who qualify.

11. Description of Physical, Social and Economic Conditions in the Project Area [17C-4-103(9)]

- a) Physical Conditions: The Project Area consists of the geographic boundaries of Summit County, inclusive of all municipalities who have authorized inclusion into the Be Wise, Energize CDA by resolution pursuant to UCA §17C-1-204. . The County, established in 1853, encompasses approximately 1,871 square miles of land. The County had approximately 38,486 residents in 2013 according to the U.S. Census Bureau (which ranks the County as the 10th most populous county in the State of Utah out of 29 counties). The County seat is Coalville City. The County maintains a website that may be accessed at <http://www.co.summit.ut.us>.

- b) Social Conditions: The Project Area contains all of the existing residential, commercial, rural and urban land in Summit County. The social conditions are that of a vibrant population residing in the County.

c) Economic Conditions: The economy of Summit County is healthy and vibrant. The largest employers within Summit County are as follows:

<u>Firm</u>	<u>Business</u>	<u>Employees</u>
Deer Valley Resort.....	Arts, entertainment and recreation	2,000–3,000
Park City Mountain Resort (1).....	Arts, entertainment and recreation	1,000–2,000
The Canyons (2).....	Arts, entertainment and recreation	1,000–2,000
Park City School District.....	Education services	650–1,400
Montage Hotels & Resorts.....	Accommodations and food services	500–1,000
Stein Eriksen Lodge.....	Accommodations and food services	500–1,000
Park City.....	Public administration	340–800
Backcountry.com Inc.	Retail trade	250–500
CFI Resorts Management	Real estate and rental and leasing	250–500
Park City Surgical Center	Health care and social assistance	250–500
Resort Express, Inc.	Transportation and warehousing	250–500
Triumph Gear Systems	Manufacturing	250–500
Summit County.....	Public administration	150–350
All Seasons Resort Management.....	Real estate and rental leasing	100–250
Dakota Mountain Lodge.....	Accommodation and food services	100–250
High West Saloon, Inc.	Accommodation and food services	100–250
Hotel Park City.....	Accommodation and food services	100–250
Jans Ltd.....	Retail trade	100–250
Marriott Park City.....	Accommodation and food services	100–250
Skullcandy Inc.	Manufacturing	100–250
Smith’s Food & Drug Centers	Retail trade	100–250
Talisker Club LLC.....	Arts, entertainment and recreation	100–250
The Home Depot.....	Retail trade	100–250
US Ski and Snowboard Assoc.	Other services	100–250
Utah Athletic Foundation.....	Arts, entertainment and recreation	100–250
Wal Mart.....	Retail trade	100–250
Whole Foods.....	Retail trade	100–250

(1) Purchased by Vail Resorts.

(2) Operated by Vail Resorts.

(Source: Utah Department of Workforce Services. Updated September 2014, information as of March 2014.)

Further economic information is provided below:

Employment, Income, Construction, And Sales Taxes Within Summit County And The State of Utah

Labor Force, Nonfarm Jobs and Wages within Summit County

	Calendar Year (1)						% change from prior year				
	2013	2012	2011	2010	2009	2008	2012-13	2011-12	2010-11	2009-10	2008-09
Civilian labor force.....	23,208	22,526	22,073	21,935	22,482	22,189	3.0	2.1	0.6	(2.4)	1.3
Employed persons.....	22,296	21,394	20,729	20,286	20,813	21,506	4.2	3.2	2.2	(2.5)	(3.2)
Unemployed persons.....	912	1,132	1,344	1,649	1,669	683	(19.4)	(15.8)	(18.5)	(1.2)	144.4
Total private sector (average).....	20,770	20,114	19,345	18,191	18,265	20,259	3.3	4.0	6.3	(0.4)	(9.8)
Agriculture, forestry, fishing and hunting.....	59	69	57	48	42	46	(14.5)	21.1	18.8	14.3	(8.7)
Mining.....	78	83	54	69	86	90	(6.0)	53.7	(21.7)	(19.8)	(4.4)
Utilities.....	45	48	50	51	53	49	(6.3)	(4.0)	(2.0)	(3.8)	8.2
Construction.....	1,177	1,075	1,065	1,336	1,638	2,362	9.5	0.9	(20.3)	(18.4)	(30.7)
Manufacturing.....	777	810	767	637	606	597	(4.1)	5.6	20.4	5.1	1.5
Wholesale trade.....	245	243	227	219	217	224	0.8	7.0	3.7	0.9	(3.1)
Retail trade.....	3,416	3,334	3,286	3,152	3,080	3,438	2.5	1.5	4.3	2.3	(10.4)
Transportation and warehousing.....	379	342	314	312	291	323	10.8	8.9	0.6	7.2	(9.9)
Information.....	281	252	252	234	234	243	11.5	0.0	7.7	0.0	(3.7)
Finance and insurance.....	391	381	370	382	414	429	2.6	3.0	(3.1)	(7.7)	(3.5)
Real estate, rental and leasing.....	1,284	1,158	1,167	1,099	1,041	1,193	10.9	(0.8)	6.2	5.6	(12.7)
Professional, scientific, and technical services.....	983	853	721	668	708	749	15.2	18.3	7.9	(5.6)	(5.5)
Management of companies and enterprises.....	98	115	92	95	103	115	(14.8)	25.0	(3.2)	(7.8)	(10.4)
Admin., support, waste mgmt., remediation.....	781	738	733	691	748	827	5.8	0.7	6.1	(7.6)	(9.6)
Education services.....	329	354	341	318	317	332	(7.1)	3.8	7.2	0.3	(4.5)
Health care and social assistance.....	1,078	991	887	811	647	608	8.8	11.7	9.4	25.3	6.4
Arts, entertainment and recreation.....	3,233	3,134	3,011	2,781	2,607	2,670	3.2	4.1	8.3	6.7	(2.4)
Accommodation and food services.....	5,540	5,589	5,392	4,729	4,889	5,449	(0.9)	3.7	14.0	(3.3)	(10.3)
Other services.....	635	595	595	587	574	551	6.7	0.0	1.4	2.3	4.2
Unclassified establishments.....	0	0	4	5	0	0	-	-	(20.0)	-	-
Total public sector (average).....	2,612	2,552	2,531	2,490	2,490	2,457	2.4	0.8	1.6	0.0	1.3
Federal.....	56	61	63	91	74	71	(8.2)	(3.2)	(30.8)	23.0	4.2
State.....	159	158	157	160	165	167	0.6	0.6	(1.9)	(3.0)	(1.2)
Local.....	2,397	2,334	2,311	2,239	2,251	2,219	2.7	1.0	3.2	(0.5)	1.4
Total payroll.....	\$ 854,000,000	\$ 817,000,000	\$ 766,308,669	\$ 710,873,780	\$ 675,591,721	\$ 751,213,763	4.5	6.6	7.8	5.2	(10.1)
Average monthly wage.....	\$ 3,043	\$ 3,003	\$ 2,919	\$ 2,865	\$ 2,713	\$ 2,756	1.3	2.9	1.9	5.6	(1.6)
Average employment.....	23,382	22,666	21,877	20,681	20,755	22,716	3.2	3.6	5.8	(0.4)	(8.6)
Establishments.....	2,429	2,334	2,301	2,307	2,372	2,397	4.1	1.4	(0.3)	(2.7)	(1.0)

(1) Utah Department of Workforce Services.

Employment, Income, Construction, And Sales Taxes Within Summit County And The State of Utah—continued

Personal Income; Per Capital Personal Income; Median Household Income within Summit County and State of Utah (1)

	Calendar Year						% change from prior year				
	2013	2012	2011	2010	2009	2008	2012-13	2011-12	2010-11	2009-10	2008-09
Total Personal Income:											
Summit County.....	\$ 3,177,339,000	\$ 2,944,020,000	\$ 2,784,113,000	\$ 2,503,405,000	\$ 2,356,974,000	\$ 2,523,584,000	-	5.7	11.2	6.2	(6.6)
State of Utah.....	\$ 106,288,727,000	102,464,241,000	96,365,235,000	90,021,496,000	88,273,445,000	91,190,532,000	3.7	6.3	7.0	2.0	(3.2)
Total Per Capita Personal Income:											
Summit County.....	82,558	77,468	74,392	68,598	65,767	71,634	-	4.1	8.4	4.3	(8.2)
State of Utah.....	35,430	35,430	34,173	32,472	32,412	34,265	0.0	3.7	5.2	0.2	(5.4)
Median Household Income:											
Summit County.....	81,907	84,672	85,221	74,535	73,769	79,698	-	(0.6)	14.3	1.0	(7.4)
State of Utah.....	59,715	57,067	55,802	54,740	55,183	56,820	-	2.3	1.9	(0.8)	(2.9)

Construction within Summit County (2)

	Calendar Year						% change from prior year				
	2014 (3)	2013	2012	2011	2010	2009	2013-14 (3)	2012-13	2011-12	2010-11	2009-10
Number new dwelling units.....	6.0	184.0	119.0	95.0	237.0	385.0	(90.9)	54.6	25.3	(59.9)	(38.4)
New (in \$1,000's):											
Residential value.....	\$ 1,818.9	\$ 59,587.6	\$ 57,557.6	\$ 44,270.4	\$ 48,729.6	\$ 59,095.3	(81.5)	3.5	30.0	(9.2)	(17.5)
Non-residential value.....	654.5	6,516.9	26,337.7	10,241.9	17,720.3	11,876.6	(77.9)	(75.3)	157.2	(42.2)	49.2
Additions, alterations, repairs (in \$1,000's):											
Residential value.....	2,475.2	28,802.6	35,097.9	25,057.2	23,333.3	26,439.7	494.1	(17.9)	40.1	7.4	(11.7)
Non-residential value.....	15,760.9	10,878.2	16,405.2	19,917.6	22,571.4	22,891.8	11,609.4	(33.7)	(17.6)	(11.8)	(1.4)
Total construction value (in \$1,000's).....	\$ 20,709.5	\$ 105,785.3	\$ 135,398.4	\$ 99,487.1	\$ 112,354.6	\$ 120,303.4	55.1	(21.9)	36.1	(11.5)	(6.6)

Sales Taxes Within Summit County and the State of Utah (4)

	Calendar Year						% change from prior year				
	2014*	2013	2012	2011	2010	2009	2012-13	2011-12	2010-11	2009-10	2008-09
Taxable Sales:											
Summit County.....	\$ 1,565,281,153	\$ 1,469,760,153	\$ 1,360,924,736	\$ 1,324,335,638	\$ 1,189,658,975	\$ 1,116,528,061	6.5	8.0	2.8	11.3	6.5
State of Utah.....	51,400,000,000	49,404,046,000	47,531,180,000	44,097,027,000	41,387,391,000	40,480,954,000	4.0	3.9	7.8	6.5	2.2
Local Sales and Use Tax Distribution:											
Summit County (and all cities).....	\$ 10,773,646	\$ 10,130,250	\$ 9,555,155	\$ 9,025,036	\$ 8,885,386	\$ 9,370,688	6.4	6.0	5.9	1.6	(5.2)

* Preliminary, subject to change.

- (1) U.S. Department of Commerce, Bureau of Economic Analysis and U.S. Census Bureau.
- (2) University of Utah Bureau of Economic and Business Research, Utah Construction Report.
- (3) Construction information from January 1, 2014 through January 31, 2014.
- (4) Utah State Tax Commission.

12. Description of Any Tax Incentives Offered Private Entities for Facilities Located in the Project Area [17C-4-103(10)]

The Agency will not offer any tax incentives.

13. Anticipated Public Benefit to be Derived from the Community Development [17C-4-103(11)]

a) The Beneficial Influences Upon the Tax Base of the Community [17C-4-103(11)(a)]

The beneficial influences upon the tax base of the County and the other taxing entities will include increased property tax revenues. Implementation of the Be Wise, Energize Loan Program in the Project Area will increase the property values of homes from between 6% - 9%.⁹ Every dollar spent in energy efficiency upgrades realizes a \$3 dollar increase in asset value.¹⁰

b) The Associated Business and Economic Activity Likely to be Stimulated [17C-4-103(11)(b)]

An energy efficiency investment creates more jobs than an equivalent investment in either the economy or the utility industry, including utilities which primarily use fossil-fuels. According to industry estimates, the Be Wise, Energize Loan Program will generate 66 new jobs in the County.

In addition to the immediate job creation benefits from energy efficiency program investments, another—and greater—job creation benefit of efficiency results from the

⁹ <http://www.cleanenergyworksoregon.org/blog/energy-upgrades-increase-home-value/>

¹⁰ http://www.iea.org/publications/insights/ee_improvements.pdf

consumer savings on energy bills. When businesses or households lower their energy costs, they are able to spend the savings elsewhere in the economy, resulting in additional jobs. On average, this shift in spending should equate to 56 additional jobs.¹¹

The training and certification requirements of contractors and new workers to be engaged under the Be Wise, Energize Loan Program will help expand the energy efficiency knowledge base and upgrade installation techniques provided by, but not limited to, the following trades:

- (i) Home Energy Auditors
- (ii) Heating and Ventilating Contractors
- (iii) Insulation Contractors
- (iv) Remodeling Contractors
- (v) Electricians
- (vi) Lighting Contractors
- (vii) Window Installers

¹¹ <http://www.aceee.org/blog/2012/09/energy-efficiency-and-economic-opport>

Appendix

Exhibit A: Map of Summit County Be Wise, Energize Community Development Project Area

