Regional Transportation Planning

MEMORANDUM

Date: **July 14, 2016**

To: **Summit County Council**

From: **Caroline Ferris, Regional Transportation Planning Director**

Re: **Update on Regional Transportation Planning Efforts**

Mountain Accord Valley to Mountain Alternatives Analysis

Background

On April 8, 2016, Summit County, in conjunction with its Mountain Accord partners and the Valley to Mountain (V2M) project team, released a Request for Proposals (RFP) for Transportation Consulting Services for an Alternatives Analysis (AA) to evaluate transportation connections between the Salt Lake Valley and the greater Park City area. According to the solicitation, the purpose of the AA is to evaluate modes, existing and future travel demand in the study corridors, and logical termini between Salt Lake City and Salt Lake County and the greater Park City area.

The intent of the AA is to obtain concurrence on a Locally Preferred Alternative that addresses short- and long-term mobility needs on three regional travel corridors: I-80, SR-224, and SR-248. Given the project development activities that have already occurred on SR-248, the specific emphasis of the current AA will be focused on **SR-224 between Kimball Junction and Park City, with a "1,000 foot view" analysis on the I-80 corridor**. The AA will incorporate the existing recommendations that have been developed for the SR-248 corridor to ensure a comprehensive system of improvements and services are implemented in a coordinated manner.

In addition to the analysis of public transit modes, the AA will also evaluate multi-modal bicycle and pedestrian connections, including regional trail connections. Upon adoption of a Locally Preferred Alternative by the affected jurisdictions, and if a federal action is required under the National Environmental Policy Act, a lead federal agency will be identified. The role of the lead federal agency will be to oversee the NEPA environmental review process for proposed action, including operational and infrastructure improvements and ultimately make a finding associated with project approval or denial.

Proposals

The V2M team received proposals from four project teams, two of which were invited for in-person interviews. The V2M team ultimately chose a project team led by HDR and supported by Fehr & Peers and Penna Powers. The County entered into contract with the HDR team on June 13, 2016 for a total project cost of $399,820.

Project Activities

The AA is heavily guided by a team of regional stakeholders, all of whom were involved in both the previous Mountain Accord Transportation Working Group and the evaluation committee for the AA proposals. This V2M team will continue to serve as the core project partners throughout the AA process, with Summit County providing project management. The composition of the V2M team is as follows:

- Alfred Knotts, Park City Municipal Corporation
- Brooks Robinson, Park City Municipal Corporation
- Ann Ober, Park City Municipal Corporation
- Cris Jones, Salt Lake City
- Caroline Ferris, Summit County
- Brandon Brady, Summit County
- Michael Kendell, Summit County
- Mary DeLoretto, Utah Transit Authority
- Walt Steinvorth, Utah Department of Transportation
- Ned Hacker, Wasatch Front Regional Council

In addition to the V2M team, the AA will also solicit feedback from a Technical Advisory Committee (TAC), the composition of which has yet to be determined. However, we hope that a broad range of experts and stakeholders will agree to participate on the TAC, from agencies such as Mountainland Association of Governments (MAG), the Federal Transit Administration (FTA) Region 8, and UDOT Region 2.

The AA kick-off meeting was conducted on June 30, 2016 at which point the project partners discussed project roles, project background, and study approach. A second meeting is scheduled for July 19, 2016 where the consultant will conduct and in-depth discussion of project goals and objectives. At that time, the project partners will also discuss the composition of the TAC.

Project Schedule

The AA is scheduled for completion in November 2017. A detailed schedule is contained within the project Work Plan and Evaluation Framework, included with this staff report.

Enclosure

Work Plan and Evaluation Framework

Valley to Mountain Alternatives Analysis

July 6, 2016

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Introduction

For the Valley to Mountain Alternatives Analysis (AA), the HDR team will provide professional planning services for the State Route (S.R.) 224 and Interstate 80 (I-80) corridors in accordance with the scope of services and the following work plan.

The key tasks identified in the scope of services for the AA are:

A. Purpose and Need Statement

B. Stakeholder Outreach and Communication Plan

C. Identification of Alternatives

D. Preliminary Environmental Analysis

E. Preliminary Screening of Alternatives and Documentation of Alternatives Considered but Rejected

F. Identification and Recommendation of a Locally Preferred Alternative(s) (LPA)

G. Presentation

H. Notice of Intent to Link Planning to the National Environmental Policy Act (NEPA)

The Valley to Mountain AA project is an evaluation of transportation connections between the Salt Lake Valley and the greater Park City area. The AA will focus specifically on two regional travel corridors: I-80 between Salt Lake City and Kimball Junction and S.R. 224 between Kimball Junction and downtown Park City. Given the project-development activities that have already occurred on S.R. 248, the focus of the AA will be S.R. 224 between Kimball Junction and Park City along with a “1,000-foot-view” analysis of the I-80 corridor. The AA will incorporate existing recommendations that have been developed for the S.R. 248 corridor to ensure that a comprehensive system of improvements and services is implemented in a coordinated manner. The AA will also evaluate multimodal bicycle and pedestrian connections including regional trail connections.

The AA will be consistent with Federal Transit Administration (FTA) guidelines regarding the alternatives analysis process: (1) “Guiding Principles of Alternatives Analysis,” (2) the FTA guidelines and requirements relating to “Linking the Transportation Planning and National Environmental Policy Act (NEPA) Process,” and (3) the Section 5309 New Starts evaluation and rating process. The AA will analyze the mobility needs of residents, commuters, and visitors and will identify and compare the costs, benefits, and impacts of a range of transit alternatives. The AA will include extensive input from the public, project stakeholders, and local, regional, state, and federal agencies. The AA is planned to take about 16 months and will result in the identification and recommendation of an LPA.

Building on previous planning efforts, the AA will develop a Purpose and Need Statement followed by a set of alternatives that will be reviewed and screened with the goal of selecting the most technically, financially, and operationally feasible transit alternative. The alternatives will be evaluated using a set of criteria that closely reflect the AA’s purpose and need. The LPA will move forward in a future phase for preliminary engineering and environmental review.

The HDR team's work plan for the AA is described in the following sections and is based on our experience with similar transit planning studies and on the project budget. The work plan has also been developed in preparation for potential future NEPA processes. We'll work closely with the project partners during the project and will complete work specified in the scope of work during the period outlined in the contract.

Note that many of the tasks include technical memos documenting interim steps and findings. Our intent is for these reports to roll into the final report produced in Task 8. All technical reports and materials will be provided to Summit County in an acceptable modifiable digital format to be used in future phases of the project.

Task 1. Project Management

The HDR team will oversee tasks outlined in this work plan, including coordination with the project partners, coordination with subconsultants, monthly invoicing, and quality control.

Project Schedule and Milestones

The HDR team will meet the goals of this project by identifying the critical-path and key milestones and by clearly understanding how tasks relate to and depend on each other. A draft schedule is shown in Figure 1 with the key deliverable milestones denoted. We will also maintain a detailed, task-oriented schedule in Microsoft Project.

Figure 1. Project Schedule

Tasks	2016						2017										
	JUL	AUG	SEP	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV
Task 1: Project Management	1 2																
Task 2: Stakeholder Outreach and Communication Plan		3			5										6		
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Task 5: Preliminary Environmental Analysis																	
Task 6: Alternatives Evaluation																	
Task 7: Identification and Selection of LPA																	
Task 8: AA Report (Presentation)																	
Task 9: NOI to Link Planning to NEPA																	

1. NTP
2. Kickoff meeting
3. Stakeholder Outreach and Communication Plan submitted
4. Purpose and Need Statement submitted
5. Public meeting: purpose and need, identification of alternatives and initial screening
6. Public meeting: final screening recommendation

Quality Control

The quality control plan will include:

- A project-specific communication plan
- A plan for systematic checking of documents
- A plan for stakeholder issue follow-through
- Strict adherence to established quality assurance/quality control (QA/QC) checklists
- Regular coordination with project partners to ensure that the project approach, schedule, and budget are on track
- An administrative record system that complies with NEPA and in which any project events, communications, or documentation is recorded, organized, and easily retrieved

Project Communications

- Maintain regular communication during the course of the project.
- The communication strategy must streamline meetings and minimize time commitment while facilitating input where necessary.
- Develop a core project team (the project partners and the HDR team) and team meeting schedule that will meet the above project communication goals.

Project Kickoff

Upon receiving the Notice to Proceed, the HDR team will schedule a kickoff meeting with the project partners and key consultant staff and will identify relevant issues for the AA process based on our review of existing documents and corridor conditions.

The project partners will include:

- Summit County
- Park City
- Salt Lake City
- Utah Transit Authority (UTA)
- Wasatch Front Regional Council (WFRC)
- Utah Department of Transportation (UDOT)

The project partners will serve as a resource to establish the project goals and objectives. A primary purpose of the kickoff meeting will be to clarify the project objectives, priorities, work products, project management, and reporting procedures. Other purposes of the kickoff meeting will include identifying composition of the Technical Advisory Committee, identifying the data needed from the project partners, and discussing immediate next steps, upcoming meetings, and deliverables. We'll discuss the overall work scope with the project partners at the kickoff meeting to ensure that the work plan addresses each project partner's desires and issues as closely as possible.

Project Meetings

Our current plan for project management includes at least 10 in-person meetings with the project partners. These meetings will be held according to a roughly monthly meeting schedule. We'll hold telephone conference calls as needed between the project partner staff and the core project team to discuss AA activities, report on AA progress, and plan future activities. The HDR team will also submit a one-page progress report highlighting work accomplished every 30 days through submittal of the final report. The written progress report will accompany our monthly invoice.

Assumptions:

- The AA duration will be 16 months.
- Ongoing communication with Summit County and the project partners is necessary to support close collaboration between the core project team members.
- At least 10 in-person monthly coordination meetings will be held with the project partners. Additional conference calls with the project partners and core project team will be held as needed.
- The core project team will discuss the need for, composition of, and meeting schedule of a Technical Advisory Committee.
- A Mountain Accord representative will be invited to participate on the Valley to Mountain AA Technical Advisory Committee to ensure consistency and coordination.

Deliverables:

- Project schedule
- Quality Control Plan
- Meeting discussion materials
- Meeting agendas and notes
- Monthly progress reports

Task 2. Stakeholder Outreach and Communication Plan

A comprehensive outreach approach will be developed to engage partner agencies, corridor neighborhoods and businesses, key stakeholders, and the general public throughout the AA process.

Outreach and Communication Plan

The HDR team will develop a stakeholder outreach and communication plan that consists of the following:

- **Research:** Review existing public opinion polls, surveys, and recent public input on transportation issues from relevant Mountain Accord, Park City, Summit County, UDOT, UTA, Mountainland Association of Governments (MAG), and WFRC studies and projects. Based on this research, provide a situation analysis of project challenges and opportunities.
- **Goals:** Based on the research, situation analysis, and outcomes of the project partner kickoff workshop, develop corresponding outreach and communication goals for the AA.
- **Audiences:** Identify stakeholder groups whose involvement is needed in the AA. Profile each group's self-interests and influences and the best way to engage it in the AA.
- **Messages:** Develop overarching key messages describing the project. The messages will be referred to in the development of all subsequent outreach and communication tasks and may be used by and shared with all project partners, team members, agencies, policy leaders, etc. The messages will be updated throughout the project.
- **Strategies and Tactics:** Determine specific methods of outreach and communication to inform and engage each stakeholder group throughout the AA. The "Strategies and Tactics" section will further describe the HDR team's approach to public meetings, outreach strategies, and the communication tools required to execute the plan.
- **Timeline:** The plan will include a basic communication timeline that corresponds with the overall AA timeline.

Assumptions:

- The HDR team will build the plan around a consent-based framework.
- Core project team members will discuss the direction of the plan and review the draft plan before it's finalized.
- As part of the research phase, key stakeholders and project partners will share relevant background materials and research with the HDR team.

Deliverables:

- Digital copies of the draft and final communication/outreach plans, including an amendment log if necessary

Ongoing Outreach and Communication

This task involves the execution of the stakeholder outreach and communication plan. This task will keep stakeholders informed and engaged between major AA milestones. It will include activities and meetings such as:

- Core project team meetings as described above for Task 1
- Stakeholder meetings and presentations
- Coordination with the Mountain Accord and other transportation agencies
- Message updates and materials preparation for updates to policy leaders and other stakeholders
- Direct outreach to nontraditional populations and organizations
- Media relations support (as needed)

Assumptions:

- Ongoing outreach and communication will be conducted through the duration of the AA.

Deliverables:

- Digital copies of any information materials developed
- Documentation of stakeholder engagement and any public input received during these activities
- Digital copies of message documents each time AA messages are updated

Public Meeting 1: Purpose and Need and Alternatives Public Meeting

This is the first of two major public meetings for the AA. This meeting will help the HDR team involve stakeholders in:

- Developing the purpose and need for the AA
- Developing potential transit alternatives
- Participating in a workshop with small-group activities
- Presenting an initial list of transit alternatives
- Gathering stakeholder feedback on transit alignments and modes

Assumptions:

- Project partners, agencies, and key stakeholders will announce the public input opportunity through their appropriate channels (social media, websites, newsletters, etc.) and will participate in the meeting.

Deliverables:

- Meeting materials
- Digital copies of any meeting materials developed
- Documentation of meeting and public input received

Optional:

- Develop an online public meeting option instead of a public open house. If the project partners prefer, we could explore simple, cost-effective, user-friendly online meeting templates such as CoUrbanize or Crowdbrite.

Public Meeting 2: Initial and Final Screening Recommendations

This is the second of two major public meetings for the AA. This meeting will provide the HDR team with the opportunity to:

- Present initial screening recommendations and reasons why alternatives were rejected or recommended for additional analysis
- Present final screening recommendations
- Solicit feedback on final screening recommendations

Assumptions:

- Project partners, agencies, and key stakeholders will announce the public input opportunity through their appropriate channels (social media, websites, newsletters, etc.) and will participate in the meeting.

Deliverables:

- Meeting materials
- Digital copies of any meeting materials developed
- Documentation of meeting and public input received

Optional:

- Use an online meeting option as described above for public meeting 1.

Task 3. Purpose and Need Statement

Working closely with Summit County, Park City, and the project partners, the HDR team will develop a concise statement of project goals and objectives that builds on the work undertaken in previous studies and plans for the corridor(s). We'll then develop the purpose of and need for new transit alternative(s) based on the project goals and objectives, an analysis of population and employment growth, development and land-use trends in the study area, an analysis of existing travel patterns and system performance, transportation deficiencies, demographics, geographic/topographic constraints, environmental goals, and a projection of future travel and performance.

Assumptions:

- The HDR team will coordinate closely with the project partners on travel modeling and to obtain current socioeconomic data. The HDR team will use the best available regional travel demand model that's available at that point in the AA. We understand that Summit County is developing a travel demand model, which we'll use if it's available. The Mountain Accord model and UDOT's Utah Statewide Travel Model (USTM) are other options if the Summit County travel demand model isn't completed in time.
- To ensure the linkage of planning to NEPA and to meet the intent of Safe, Accountable, Flexible, Efficient Transportation Equity Act: A Legacy for Users (SAFETEA-LU) guidance (as amended by the Moving Ahead for Progress in the 21st Century Act [MAP-21] and the recent Fixing America's Surface Transportation Act [FAST Act]), the HDR team will provide an opportunity for agencies and the public to participate in developing the draft Purpose and Need Statement as described for public meeting 1.
- The HDR team will try to reach consensus on the Purpose and Need Statement with regulatory agencies, including FTA, through agency correspondence. Some agencies may be invited to participate on the Technical Advisory Committee.
- The HDR team will create a memo documenting public and agency input to the Purpose and Need Statement.

Deliverable:

- Purpose and Need Statement

Task 4. Identification of Alternatives

The HDR team will work with the project partners to develop potential transit alternatives in two regional travel corridors: I-80 between Salt Lake City and Kimball Junction and S.R. 224 between Kimball Junction and downtown Park City. The scope of work states that the primary emphasis of the AA will be on S.R. 224 with a “1,000-foot look” at I-80. Therefore, we propose dividing the study area into segments with the initial focus on S.R. 224, which establishes a foundation to analyze one or more alternatives that work on both S.R. 224 and I-80. The transit alternatives will be developed in the context of meeting the goals and objectives of the project as described in the Purpose and Need Statement. The transit alternatives developed need to be attractive to both residents of and visitors to Park City and Salt Lake City and offer a competitive travel time from Salt Lake City to Park City as well as between Kimball Junction and Park City.

Assumptions:

- The potential transit alternatives will vary by segment, alignment, and mode; however, alternatives at this stage will be put through a quick “reality check” screening in which the HDR team, in consultation with the project partners, will screen out unrealistic and unacceptable alternatives.
- In general, alternatives would be screened out because they would be cost-prohibitive, would be aesthetically obtrusive, would use unproven technology, would have unproven service (that is, there is no real-world data on operation, cost, or impact), or would be excessively disruptive to the existing environment along the corridor(s).
- The alternatives will vary by segment, because S.R. 224 will focus on both capital (alignment and cross-section) and operating (transit service and stops) improvements, while the segment on I-80 will focus primarily on operating improvements.
- Public meeting 1 will focus not only on the purpose and need but also on the initial set of alternatives and the screening criteria that will be used to further develop alternatives.
- To ensure the linkage of planning to NEPA and to meet the intent of SAFETEA-LU guidance (as amended by MAP-21 and the recent FAST Act), the HDR team will provide an opportunity for agencies and the public to participate in developing alternatives as described for public meeting 1.

Deliverable:

- Identification of Alternatives

Task 5. Preliminary Environmental Analysis

The HDR team will perform an environmental screening using an environmental checklist approach to identify potential environmental issues in the study area.

Environmental screening will address the following environmental impact categories:

- Transportation
- Land use
- Communities and neighborhoods
- Visual and aesthetics
- Historic, archaeological, and cultural resources
- Parklands
- Noise and vibration
- Energy
- Hazardous materials
- Public safety and security
- Soils, geology, and seismic considerations
- Ecosystem and natural environment
- Water quality and hydrology
- Air quality
- Construction
- Section 4(f) and Section (6f) resources

Assumptions:

- Higher-level environmental studies, such as formal wetland delineations, noise and vibration modeling, or initiation of the Section 106 process with the State Historic Preservation Office, won't be required for the AA and would be conducted during the subsequent environmental documentation phase.

Deliverables:

- Preliminary environmental screening checklist
- Constraints map that shows the right-of-way, utility, and environmental constraints along the corridor(s) to help avoid any fatal flaws in the final determination of the LPA.

Task 6. Alternatives Evaluation

After the purpose and need are established and initial alternatives have been identified, the HDR team will embark on a collaborative process involving Summit County and the project partners, key stakeholders, and the public to narrow the range of transit alternatives, ultimately leading to the refinement of the preferred alternative(s).

The HDR team will work with the project partners to establish the approach, evaluation methodology, and criteria to screen potential transit alternatives on two separate alignments: S.R. 224 and I-80. Per the scope of work, we'll emphasize alternatives evaluation on S.R. 224 and will provide a "1,000-foot view" of I-80. The segment on S.R. 224 will focus on both capital and operating improvements and will consider the alignment and cross-section in addition to transit service and stops. The segment on I-80 will focus on operating improvements and will emphasize transit service and stops as opposed to the alignment and cross-section.

The screening methodology and the underlying technical analysis will be consistent with local and federal guidelines and requirements. Specifically, the AA will comply with FTA guidelines for this type of study and for early efforts under project development with New Starts funding. In addition, transportation infrastructure projects that use federal funding, such as the one contemplated in this alternatives analysis, will eventually become subject to federal environmental review regulations under NEPA as well as other federal environmental review regulations as defined by Sections 4(f) and 6(f) of the Department of Transportation Act of 1966, Section 106 of the National Historic Preservation Act of 1966, the Clean Water Act, and the Clean Air Act of 1970, along with other applicable federal and local environmental regulations. For these reasons, this AA study will follow FTA guidelines for linking the planning process with NEPA.

The evaluation of alternatives will include two phases: initial screening and final screening. Specific evaluation criteria will be developed for both of the screening phases. The evaluation criteria will include a mix of quantitative and qualitative measures as appropriate for the level of detail of analysis for the initial and final screenings and will include input received during the early stages of the public participation process.

Initial Screening. The initial screening includes a conceptual-level evaluation that analyzes the advantages and disadvantages of a long list of transit alternatives, minus those alternatives already screened out during the initial "reality check" in Task 4. The initial screening evaluation criteria are qualitative and seek to eliminate alternatives that have fatal flaws, don't meet project goals, or don't have public support.

The HDR team will:

- Prepare an initial screening evaluation that clearly shows the alternatives rated against the initial screening evaluation criteria.
- Document the reasons why initial screening alternatives are advanced or eliminated.

Final Screening. The final screening incorporates quantitative measures to evaluate the alternatives that advanced through the initial screening. The final screening will use results from the more-detailed analysis, including:

- Operating plan
- Ridership
- Capital costs
- Operating costs
- Cost/benefit
- Economic development
- Environmental screening (see Task 5)
- Travel time
- Traffic Operations and Safety
- Bicycle/pedestrian access
- Land-use compatibility

Operating Plans

Detailed operating plans will be developed for up to three final screening alternatives. These operating plans will include the route alignments, stop locations, span of service, service frequency, and travel time for each alternative. They will also identify connections with other transit services.

Ridership

The HDR team will analyze travel demand and transit ridership with a blended approach using both empirical ridership data and forecasting models. Using existing data for transit ridership, vehicle flows, vehicle occupancy, and origin-destination (O-D) pairs, we'll size the potential transit-user market along the corridor, verify key destinations, and determine how much mode shift we expect will occur under various scenarios. We'll also use a regional travel demand model and FTA's Simplified Trips-on-Project Software (STOPS) to develop supplementary estimates. The project partners will provide the necessary data requirements for the STOPS model, including station-level boardings and general transit feed specification data.

The HDR team will assess the existing transit service on S.R. 224 by reviewing route-level and stop-level activity to determine key transit activity areas, person throughput, and seasonal variation in ridership.

The HDR team will assess ridership potential for up to three alternative scenarios, which could include roadway, land use, and/or transit components. When evaluating the "long list" of alternatives, we'll focus primarily on the near-term horizon (2020) and will consider typical travel demand conditions (that is, no special events or peak skier traffic). We'll estimate existing and potential transit travel markets on S.R. 224 using O-D data collected as part of the Park City Travel Demand Management Plan and the regional travel demand model. We'll use the best available regional travel demand model that's available at that point in the AA.

We understand that Summit County is developing a travel demand model, which we'll use if it's available. The Mountain Accord model and UDOT's USTM are other options if the Summit County travel model isn't completed in time.

This task will also include an assessment of transit markets on I-80 (in Parley's Canyon), which will update and refine the technical analysis from Phase 1 of Mountain Accord. This task doesn't include validating or calibrating regional travel demand models, including USTM, Summit County's model, or the Mountain Accord model. We'll generally use the models without modification to supplement empirical data, inform trends in growth, provide relative station-level transit demand, and inform key O-D pairs according to trip purpose.

Capital and Operating Costs

Capital and operating cost estimates will be developed for each alternative. Capital cost estimates will be developed using FTA's Standard Cost Categories structure and will include the construction, right-of-way, engineering, design, and vehicles and other equipment costs associated with each alternative. Operating costs will be developed using a methodology consistent with existing transit providers in the Valley to Mountain corridor.

Cost/Benefit

The cost/benefit of each alternative will be calculated using the ridership, capital costs, and operation and maintenance (O&M) costs of each alternative. The cost/benefit will provide an additional comparison, since in many cases the performance of the alternative is a function of the route length, number of stops, and vehicles.

Economic Development

The HDR team will perform an analysis of the economic development potential of each alternative by measuring opportunities to stimulate additional economic development and create jobs. The analysis will be based on historical development trends, future development plans, and projects in the study area.

Travel Time

To establish baseline corridor travel times, the HDR team will perform "floating car" travel time runs on S.R. 224 from Kimball Junction to Deer Valley Drive during one off-peak period, and two peak periods (that is, typical morning and evening commute times). Similar travel time runs will not be done for transit; we assume that these data are available from the automated vehicle locator data.

Traffic Operations and Safety

The HDR team will evaluate existing intersection traffic operations (weekday PM peak period) for up to six key intersections along S.R. 224 using VISSIM traffic-simulation software. If available, the project partners will provide VISSIM models for relevant locations along S.R. 224 to expedite the work. Additionally, the project partners will provide recent intersection turning movement counts and/or relevant traffic impact studies, as available.

The HDR team will use VISSIM traffic models to evaluate up to four different scenarios, which could include alternative roadway configurations (for example, additional travel lanes), future conditions, or a surge in traffic that is representative of a special event.

The HDR team will collect historic collision data for a 5-year period using UDOT's SafeMap records system. This analysis will focus on collision "hot spots" and crashes involving cyclists and pedestrians on S.R. 224 between Kimball Junction and Deer Valley Drive.

Bicycle and Pedestrian Access

The HDR team will work with the project partners to support the development of bicycle and pedestrian enhancements on S.R. 224. We'll provide design recommendations that reflect best-practice treatments for bicycle facilities, pedestrian crosswalks, and intersection design elements. We'll also provide general guidance related to the placement of mid-block left-turn lanes, on-street parking, and access configuration and management. Our recommendations will be based on best practice examples and will consider UDOT's requirements. In addition, the HDR team will incorporate relevant aspects of the Salt Lake County Parley's Trail Plan related to active transportation in Parley's Canyon and will ensure consistency with the Snyderville Basin Recreation and Trails Master Plan.

Land-Use Compatibility

Using information provided by Summit County and Park City, including their latest General Plans, the HDR team will consider existing land uses, transit-supportive plans and policies, and the impacts of those policies.

Assumptions:

- The project budget assumes that up to three alternatives will be evaluated in final screening.
- The final screening alternatives will be shown on aerial layouts showing alignments and stations.
- This mapping will be used to develop quantities for the capital costs and O&M costs.
- The alignments to be evaluated are UDOT state highway facilities. The alternatives must be designed in such a way that the performance of the UDOT state highway is not reduced. In addition, UDOT, American Association of State Highway and Transportation Officials (AASHTO), and any other applicable design standards must be followed.
- The alternatives developed will balance corridor needs and opportunities.
- Public meeting 2 will give the public an opportunity to comment on the final alternatives.
- This traffic assessment task doesn't include collecting current peak-hour counts for bicycle, pedestrian, and vehicle activity. As such information is available, the project partners will provide recent intersection turning-movement counts and/or relevant traffic impact studies. The HDR team will reuse traffic data from previous work efforts, as appropriate, with adjustments to reflect current conditions (for example, annual growth factors).

- Vehicle data will be collected from UDOT's Automatic Traffic Recorder and historic count data will be collected from other studies (such as traffic impact studies), or as otherwise available from the project partners.
- Transit travel time and route- and stop-level transit ridership data will be provided by the project partners.
- Weekend and weekday vehicle occupancy data were sampled on S.R. 224 as part of the Park City Travel Demand Management Plan. We assume that these data can be reused to assess person throughput metrics.
- Detailed traffic operations analysis won't be necessary for I-80.

Deliverables:

- Draft/Final Identification of Alternatives

Task 7. Identification and Recommendation of Locally Preferred Alternative

The final recommendation of the AA will be the LPA. The LPA will be advanced for detailed analysis in the subsequent environmental documentation phase of the project.

Deliverable:

- Locally Preferred Alternative(s)

Task 8. Alternatives Analysis Report (Presentation)

The HDR team will prepare an AA report, which is primarily a summary document that includes the purpose and need, definition of alternatives, evaluation methodology, initial screening, final screening, and LPA. We'll help develop materials and communication strategies for the LPA, including developing and executing a mini–communication plan specific to the public rollout of the LPA. We'll prepare a presentation regarding the LPA to present to local officials.

Deliverables:

- Alternatives Analysis report
- Presentation to local officials
- Digital copy of LPA-specific communication plan

Task 9. Notice of Intent to Link Planning to NEPA

Under MAP-21 and the recent FAST Act, alternatives analysis should occur within the NEPA environmental review of a project. However, FTA guidance states that AA studies remain useful precursors to NEPA environmental review studies, particularly when mode and alignment questions remain broad in a study area, and are useful to narrow the range of alternatives to be studied during NEPA.

Guidance from FTA on linking the planning and NEPA processes states that work from the transportation planning process must be documented in a form that can be appended to the NEPA document or incorporated by reference. Further, the guidance states that a planning-level analysis does not need to rise to the level of detail required in the NEPA process. Rather, it needs to be accurate and up to date and should adequately support recommended improvements.

Based on the FTA guidance, an AA should use a comprehensive, cooperative, and continual public involvement and interagency consultation process and should incorporate the intent of NEPA through the consideration of natural, physical, and social effects. Therefore, it is important to involve environmental, regulatory, and resource agencies; to thoroughly document the information, analyses, and decisions from the transportation planning process; and to vet the planning results through the applicable public involvement processes.

The HDR team will draft Notice of Intent (NOI) language that clearly states that the lead agencies propose to use analysis from the AA in the NEPA evaluation and will include the source of the AA analysis and the location(s) where the AA report is publicly available. The NOI will be sent to all appropriate parties including FTA and other agencies that could be cooperating agencies in the NEPA process. In addition, the public and Native American tribes will be consulted.

Assumptions:

- 23 United States Code 168, Integration of planning and environmental review, will be considered during the course of the AA to ensure that decisions and products resulting from the AA process can be adopted or incorporated by reference into the environmental review process.

Deliverable:

- NOI to link planning to NEPA

Public Works Director Derrick A. Radke, P.E.

MEMORANDUM

July 15, 2016

To: Summit County Council
From: Derrick Radke, PE - Summit County Public Works Director
Re: Solid Waste & Recycling Collection Fee
Republic Services Contract Extension Request

The County Manager recommends that the Council support the extension of the contract under the following terms in the bulleted list below that differ from the current contract. All other contract terms will remain the same. There will be no more negotiation. If the Council does not support the Manager's recommendation, staff will quickly move to putting the contract, post July 2017, out to bid:

- Existing contract terms remain in effect until July 1, 2017
- All other contract terms remain the same in a new contract except the following:
  - Contract extension July 2017 to July 2022 would include:
    - Escalation factor of the a fixed 2%
    - Per residential unit recycling container increase of $0.90/household bin
    - Allowing for one more contract extension after 2022 if both parties agree
- Billing of County Residential Solid Waste and Recycling Fee of $36/year would begin fall of 2016
  - Cost in contract will be approximately $35,000
  - Cost to do billing in house would be between $50,000 and $65,000, plus the purchase of software
  - Risk of unpaid bills is assumed by contractor
- Other factors that are guiding the Manager's recommendation
  - Republic Services has converted almost all of its fleet in Summit County to CNG in support of our Climate Action Plan goals
    - Changing contractors at this time could impact this accomplishment
  - Bidding out the contract vs extending the contract has the potential to mean a much higher cost to the County, but hard to know without going through the process
    - Cost in staff time to rebid
    - Realistically only two to three potential bidders (not a huge amount of competition)
  - Switching to another contractor would mean a liability to the County of more than $700,000 in order to purchase Republic out of their cost for waste receptacles
  - A fixed escalator rate in the contract is a useful compromise
  - Potential to needed add on-demand paid services once billing method is in place
  - The ten year averages or mean of CPI or GTCPI tell us that a fixed rate escalator is a better way to share risk and consistently budget

- I am suggesting that we lower the contract amount for advertising and education to a figure they are actually expending
    - Complete more education in house and in conjunction with Recycle Utah

Background:
From two previous work sessions, emails, and other discussions, the Council is aware that we have been discussing with Republic Services, our existing Solid Waste and Recycling Contractor, billing of the Solid Waste and Recycling Fee (SW&R Fee) and a possible extension of the existing Agreement for Trash and Recycling Collection Services. Republic has agreed to provide the billing service at a reasonable fee provided the County exercises the contract extension allowed under their existing contract.

At the last Council work session, the County Council directed the County Manager to take all the information gathered and presented and complete the negotiation of the contract extension, taking into account the preferences expressed by the Council at the work session(s). That work, including further research and discussions on the falling recycled materials commodity market, has been completed. This staff report supports a final recommendation and request of the Council to consent to the Contract Extension under the terms noted below. A table comparing the various options discussed is attached to support the final recommendation.

Please note that prior presentations by staff and by Republic probably did not emphasize well enough that because of time constraints requested of Republic regarding the SW&R Fee billing, Republic initially presented a cost proposal at what they considered their "lowest and best offer" to continue to provide high quality service to Summit County and its residents, not necessarily a proposal intended to be negotiated to the nth degree.

That said, the Staff recommendation for the final proposed contract terms being presented to Council for consent is as follows:

1. Existing contract terms remain in effect until July 1, 2017 – Save our tax payers between $40K and $60K.
2. Contract extension July 2017 to July 2022 would include:
    a. Escalation factor of the a **fixed 2%** - **provides a predictable cost increase** that can accurately be budgeted and shares the risk of the effect of the economy on the services provided to our residents
    b. Per residential unit recycling container **increase of $0.90/household bin** – Provides a compromise cost increase that is minimally higher than the original cost proposed.
    c. Allow for one more five (5) year contract extension after 2022 if both parties agree.

3. Republic will bill each residential customer $36/year would begin in the fall of 2016 and then continue through the course of the contract extension being billed around June 30th of each year.
    a. Republic will charge the County $2.35 for each invoice/bill for 2016.
        i. The rate for billing will be adjusted annually based on the fixed contract escalation factor of 2%.
        ii. Republic will pay to Summit County the amount of $36 times the number of residential units existing in the county as determined by the County Assessor's office divided by the 12 months in the calendar year, less the $2.35 per invoice sent. The amount to be paid will be shown as a credit on the monthly service invoice from Republic to the County. Any new residential units added to the tax rolls will be billed by Republic the same $36 per year and will be added to the amount due/credited to the County on the month they are added.

iii. A $50 fee will be communicated and billed to any non-paying customers for bins removed. Redelivery of trash and recycle bin will only occur upon prepayment of the $50 fee. Republic may only remove cans after 45 days of the customer receiving notice.
iv. Republic is responsible for all costs to administer and collect the County fee to be invoiced.
v. If the County raises the amount of the fee in subsequent years, the County and Republic will re-negotiate the amount charged for sending each invoice; however the basis for the charge will be approximately 4.1% of the fee charged.
vi. The County will assist and cooperate with Republic by providing physical and mailing addresses for all residential units.

4. Reduce the $24,000 public education obligation in the Republic contract to $12,000 for which they will continue to communicate and educate the public on the new annual trash and recycling fee, service changes, proper recycling information, etc. by way of radio and mailers coordinating efforts with the County. The County will take a more active role in the education of our citizens on Solid Waste and Recycling do's/don'ts and best practices.

5. Republic may, at their own discretion, implement new services for which they will charge the residential customer. Services such as:
   a. Curbside extra bag service
   b. Summer bulky waste pick-up
   c. Green Waste
   d. Other options may also present themselves

   Any new service and its associated cost must be reviewed and approved by the County Council/Manager prior to implementation.

6. Republic will continue to bill residential units for extra trash and recycle services. Any changes to these fees must also be reviewed and approved by the County Council/Manager prior to implementation.

7. Republic will pay the current Tipping Fee or Recycle Fee to the County in affect at the time of service for all materials hauled into the Landfill Facilities.

In summary:

- Existing contract terms remain in effect until July 1, 2017
- Billing of County Residential Solid Waste and Recycling Fee of $36/year would begin fall of 2016
- Contract extension July 2017 to July 2022 would include:

a. Escalation factor of the a fixed 2%
b. Per residential unit recycling container increase of $0.90/household bin
c. Allowing for one more contract extension after 2022 if both parties agree

Attached is a table summarizing the total impact to the Solid Waste Collection Budget and comparing the three primary proposals presented to the County.

The Council needs to be aware that there is a fiscal impact if the County decides not to extend the contract for an additional 5 years. Our findings are as follows:

- Likely to only have 2 to 3 bidders
- Actual Costs to County are estimated to increase (not sure on amount)
- New Contractor MAY submit low(er) proposal to get into Summit County to gain a presence for other Commercial Business Opportunities
- Existing contract says:

  > …the County and the Contractor also agreed that the Contractor Will purchase all of the new 65-gallon containers for garbage collection and they will become the property of the County after 10 years regardless of age. If this agreement is not extended for another 5 years after 2017 the County shall reimburse to the Contractor forty dollars ($40.00) per all additional new automated containers (32, 65 or 96-gallon containers) purchased after the signature date of this agreement. The Contractor shall label all new containers (32, 65 or 96-gallon containers), and the label shall say Summit County Solid Waste Services (garbage only or recyclables only).

  ESTIMATED COST at $700,000 for residential bins and possible additional amounts to replace dumpsters.
  - could probably be amortized over time into the new contract
- County would do the Solid Waste and Recycling Billing for 2016
  - PW estimates cost at $62,800 (Treasurer is rumored to have a lesser cost to do it…Great news for PW)
- County would put together RFP for new Services Bid (Proposal should be out before the end of 2016)
  - ESTIMATED COST
    - May need Consultant Assistance $10,000
    - Staff Time (40 to 120 hours [SWAG])

We look forward to the discussion and final resolution of this issue. If you have any questions prior to the meeting, please contact me.

Enclosure (Summary Table)

cc: Thomas C. Fisher, County Manager
Tim Loveday, Solid Waste Superintendent
Reece DeMille, Republic Services (via email to: RDemille@republicservices.com>)

file (C:\Users\DRadke\Documents\MyDocs\Public Works\Solid Waste\contracts\cc-republic billing-contract ext 5-19-16.doc)

Republic Contract Extension Analysis

Contract Extension Proposals	Basis		ACTUALS 2016 G&T CPI	ACTUALS 2016 Amount	ACTUALS 2016 CPI	ACTUALS 2016 Amount	Manager Proposed Fixed Esc.	Manager Proposed Amount
Using Proposed CPI	$2,500,285	2015-2016 Actual Amount Paid	**2.1%**	**$52,506**	**0.7%**	**$ 17,502**	**2.0%**	**$ 50,006**

Additional Comparison Information	Basis		Republic Proposed G&T CPI	Republic Proposed Amount	Council Preferred CPI	Council Preferred Amount	Manager Proposed Fixed Esc.	Manager Proposed Amount
Using Average CPI 2011-2015	$2,500,285	2015-2016 Amount Paid	**2.42%**	**$60,507**	**1.54%**	**$ 38,504**	**2.0%**	**$ 50,006**

Additional Comparison Information	Basis		ACTUALS 2013 G&T CPI	ACTUALS 2013 Amount	ACTUALS 2013 CPI	ACTUALS 2013 Amount	Manager Proposed Fixed Esc.	Manager Proposed Amount
Using the High G&T CPI of 2013	$2,500,285	2015-2016 Amount Paid	**2.9%**	**$72,508**	**1.5%**	**$ 37,504**	**2.0%**	**$ 50,006**

Contract Summary Table Using Curretn Proposed Adjustment Factors

Item Description	Basis		Republic Proposed Unit Amount	Republic Proposed Annual Total	Council Preferred Unit Amount	Council Preferred Annual Total	Manager Proposed Unit Amount	Manager Proposed Annual Total
Proposed Contract Escalation Factors	$2,500,285	Amount Paid (2015-2016)	2.10%	$ 52,506	0.70%	$ 17,502	2.00%	$ 50,006
Residential Recycling Cost Factor	15,500	Bins	$ 0.79	$ 146,940	$ 0.79	$ 146,940	$ 0.90	$ 167,400
Residential Solid Waste and Recycling Fee Billing	15,540	Bills	$ 2.35	$ 36,519	$ 2.35	$ 36,519	$ 2.35	$ 36,519
Contract Amount Offset/Reduction - Public Educatio	$24,000	Set Amount	0		0		0.5	($12,000)
Total Contract Adjustment				**$ 235,965**		**$ 200,961**		**$ 241,925**
Solid Waste & Recycling Fee	25,336	Res. Units	$ 36	**$ 912,096**	$ 36	**$ 912,096**	$ 36	**$ 912,096**

MINUTES

SUMMIT COUNTY

BOARD OF COUNTY COUNCIL
WEDNESDAY, MARCH 30, 2016
SUMMIT COUNTY COURTHOUSE
COALVILLE, UTAH

PRESENT:

Roger Armstrong, *Council Chair*
Chris Robinson, *Council Vice Chair*
Kim Carson, *Council Member (via web cam)*
Claudia McMullin, *Council Member*
Talbot Adair, *Council Member*
Tom Fisher, *Manager*
Anita Lewis, *Assistant Manager*
Robert Hilder, *Attorney*
Kent Jones, *Clerk*
Brandy Harris, *Secretary*

WORK SESSION

Chair Armstrong called the work session to order at 1:50 p.m.

- **Interview applicants for vacancy on South Summit Cemetery Maintenance District**

Cindy Butterfield and Brent Mitchell were interviewed for the South Summit Cemetery Maintenance District position.

CLOSED SESSION

Council Member Adair made a motion to convene in closed session to discuss personnel. The motion was seconded by Council Member McMullin and passed unanimously, 5 to 0.

The Summit County Council met in closed session for the purpose of discussing personnel from 1:53 p.m. to 1:56 p.m. Those in attendance were:

Roger Armstrong, *Council Chair*
Chris Robinson, *Council Vice-Chair*
Kim Carson, *Council Member (via web cam)*
Claudia McMullin, *Council Member*
Talbot Adair, *Council Member*
Tom Fisher, *Manager*
Anita Lewis, *Assistant Manager*
Robert Hilder, *Attorney*
David Thomas, *Deputy Attorney*

Vice Chair Robinson 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, 5 to 0.

- **Overview of 2016 legislative session; Jami Brackin**

Deputy Attorney Jami Brackin presented a summary of the 2016 Legislative Session, which she called "a very successful session for Summit County." She gave a brief overview and highlighted for the Council bills that did and did not pass. Ms. Brackin stated Senate Bill 71 that recognizes the county's CJC as a satellite of the attorney general's office and gives the county more state money to pay for full-time staff of the CJC, was signed by the governor.

Ms. Brackin stated one of the surprises of the session was the last-minute filing of Senate Bill 245 that came in pretty late in the session. Ms. Brackin stated she believes Bill 245 was sponsored or encouraged by the State Tax Commission and basically overturns the county's summit water decision and clarifies that pipelines are, in fact, personal property. It's not retroactive.

House Bill 161, states a county may adopt a land use ordinance that allows for subdivisions up to 10 lots without an actual plat if some of the land is in agriculture, and it has a bunch of exceptions. Ms. Brackin stated that's a policy decision that will be decided by the Planning Commission if they want to adopt that.

Ms. Brackin said the State set up a committee with some funding to replace all of the missing monument markers from the old surveys that all the surveyors used to start their legal descriptions. The survey monument replacement amendment now requires a noticing provision. Ms. Brackin explained if you are a developer, county, or whomever and that you know as part of your development you're going to destroy a monument marker, you have to give notice in a certain time frame to the county. Additionally, if you're a surveyor or a developer and you notice there's a missing monument marker, you are required to notify the county of that missing marker. The county tells the committee and the committee pays for the replacement, in theory. That committee's lifespan has been expanded one more year. It was due to sunset in 2016 and now sunsets in 2017. It's a way to try and replace some these old and missing monument markers. Council Member Carson asked if the county road department is required to notify the county if they destroy one. Ms. Brackin responded that they are obligated to tell the county in that instance.

Ms. Brackin stated Senate Bill 161 is a highway sign bill that the County Planning Department must be made aware of. It changes the definition of what an on-premise sign is, especially next to a highway, and conflicts with the county's definition of what an on-premise sign is.
Ms. Brackin stated they need to make sure county planning staff is aware of that bill and that they address it accordingly if they want to keep billboards out of Summit County.

In the safety realm, House Bill 300 says that if you are going to have body cameras worn by police officers or deputies, then the county needs to have policies in place. This statute establishes some of the minimum policies that are required. It is not being mandated that officers must wear body cameras, but if they do, the county must follow these rules.

Chair Armstrong asked Ms. Brackin or County Attorney Robert Hilder if they could provide a more readable version of energy bill, SB 115, so he could understand it better. Chair Armstrong stated if it kills or burdens renewable energy, he would like to know what the county can no longer do or if there are now disincentives associated with it, for residents with solar.
Ms. Brackin stated they will get back to him with further information.

- **Updates from Forest Service; Rick Schuler, District Ranger at Evanston–Mountain View Ranger District; and Jeff Schramm, District Ranger at Heber-Kamas Ranger District**

District Ranger at Evanston-Mountain View Ranger District, Rick Schuler, provided a handout to Council members that displayed all ongoing timber sales in the Evanston-Mountain View Ranger District. Mr. Schuler explained the Roughneck Vegetation Restoration Project, which was proposed to reduce the effects of the current mountain pine beetle infestation in forested areas dominated by lodgepole pine. This project would "(1) Salvage forest products from, and manage stand densities on, forested lands classified as suitable for timber production to keep them positively contributing to the national forest's allowable sale quantity; (2) Reduce the effects of tree mortality associated with mountain pine beetle epidemic to restore healthy ecological conditions and scenic quality; (3) Manage for properly functioning condition at the landscape sale by accelerating regeneration of forested stands killed by the mountain pine beetle; and (4) Manage hazardous fuel loading associated with the mountain pine beetle epidemic and salvage operations to minimize the potential for large, high intensity/high severity wildfires."

Vice Chair Robinson asked if the 5500 acres in the Roughneck area of the 49,000 make a real dent in terms of fuel remediation and rejuvenation. Mr. Schuler replied while it's only 5500 acres in this area, it is a big difference on that overall landscape. Mr. Schuler stated the big plus with the Roughneck proposal is they didn't get any objections in the process and were able to move through and sign a decision without going through an objection and negotiation period or litigation.

Mr. Schuler stated they will also be working this summer on monitoring the sage-grouse across the forest. Vice Chair Robinson asked how the sage-grouse planned amendments will affect grazing and what the likely outcomes are. Mr. Schuler replied the biggest issue for them is they don't have any core areas, but where they do have it; there will be a four inch requirement issue that they will struggle with. He explained last year they had a great summer with lots of moisture and we barely met the four inches with those kinds of conditions. Heber-Kamas District Ranger Jeff Schramm stated as far as the allotments on the Summit County and Heber/Kamas side, within those allotments in that area there is no sage-grouse habitat within that so it won't be impacted. Further over in Strawberry where they do have sage-grouse that will be where they have to look to see if they have difficulty meeting that four inch requirement later this summer.

Mr. Schuler stated they have just started their bighorn sheep analysis and they are taking their time with that, working with their permittees through that process, and they have decided to change it to an environmental impact statement. Chair Armstrong asked Council Member Carson if the decision on the bighorn sheep will influence some of the discussion on the PLI.

Council Member Carson stated it could. She stated Congressman Bishop's office was already having issues with a boundary line and had to put that into a piece of federal legislation.

Chair Armstrong asked if all activities such as forest fires and watershed issues are taken into account regarding the Roughneck Project. Mr. Schuler stated their forest plan has specific guidelines to follow and address through that environmental system.

Chair Armstrong asked with the deforestation going on, if there was any risk of that turning into a commercial activity for just general logging. Mr. Schuler explained they are very specific on the units and where they can cut and there are boundaries and they have an administrator out there every other day to make sure they're abiding by the guidelines that have been set up in the logging contract.

Jeff Schramm, District Ranger at Heber-Kamas Ranger District, provided an overview of what is happening in the Heber/Kamas district. He stated their logging for the most part is on the Heber side for the next few years. He explained they have completed a decision called North Heber, which looks at treating 4,000 acres with logging within areas that had been previously been logged. Within that decision they stated they will be contouring or closing Level 1 roads within 30 miles of timber sales when they have completed that project. Mr. Schramm stated they are looking at averaging 10 million work feet or 20,000 CCF every unit for the next five years off of sales.

Chair Armstrong asked if there was any revegetation planning effort being put into place. Mr. Schramm responded that they are required by law to meet a certain level within five years. If the land doesn't revegetate naturally they will go in and supplement it with planting trees. Chair Armstrong asked if those trees were protected from beetles. Mr. Schramm responded generally those beetles prefer a bit larger tree and if the tree is under a certain diameter they won't hit it. Council Member Adair asked how long the beetles stay in the area and once they move past the area if can they come back. Mr. Schramm replied they've pretty much ran out of food so they've died or moved on. He explained beetles have always been in the ecosystem, but now we're at a high elevated level of them. They are now dealing with the angry spruce beetle, which is still more or less above the Highline Trail where they are mostly at. Council Member Adair asked if the evolution will come around in another hundred years. Mr. Schramm stated the spruce they are looking at cutting are about 200 years old, so it will probably be a little bit longer than that before the spruce are back to that size.

Mr. Schramm stated another project they have finished up is the Upper Provo River Project. This is a project where they looked at doing a lot of treatments from Kamas all the way up to Mirror Lake Highway. Mr. Schramm stated they ground up some of the Juniper this winter and treated about 215 acres and they are looking at treating another 615 acres within the next year.

Council Member Carson asked what kind of revenue they expect to get from the timber sales and if Summit County gets a portion of that. Mr. Schramm responded they are estimating the value of timber sales at around $800,000, with a $200,000 road package that drives that price down. He explained there isn't a cut that the county gets as far as how much they sell, and that it's a standard amount that the county gets.

- **Presentation of the Annual Sustainability Report; Lisa Yoder, Sustainability Coordinator**

Sustainability Coordinator Lisa Yoder reviewed the 2014-2016 Sustainability Plan; the 2014-2016 plan for efficiency, cost savings, and emissions reductions; and the Summit County Climate Action Plan. Ms. Yoder stated the first three goals of the 2014-2016 plan are related to county emissions and county projects to reduce the carbon emissions of county operations, intensify the energy efficiency of county buildings, and raise the fuel efficiency and reduce the tailpipe emission from the county's fleet. In the residential and commercial sectors the focus is on energy efficiency and introducing the climate action plan county wide. On a broader scale, they continued to work on influencing the air and water quality and worked on sustainability measures in land management.

Ms. Yoder stated overall there has been about a 6% reduction in emission since 2010. The county has installed three solar systems to achieve emissions reductions. Those three systems alone provide 18% of the major buildings' consumption. On the USU building, it provides 90-95% of its electricity. The system on the Public Health Building provides 30-35% of the electricity used by that building. On the Justice Center, it supplies approximately 20-28% of its electricity.

Ms. Yoder stated emissions have gone down in the major buildings, the minor buildings (the fair grounds and things that aren't used every day), and the natural gas used by buildings. Emissions went up in the employee commute, in the bus transit, and the antenna and TV responders. Ms. Yoder explained they had an energy audit done on Quarry Mountain TV tower, which is the next biggest electricity user after the courthouse, Quinn’s, and the Justice Center. They found out that all of the tenants using the TV repeater sheds are plugged into the county's meter, when they're supposed to be paying their own utility cost and just renting the shed. They will be taken off the county meter and there will be economizers installed to reduce energy consumption.

Ms. Yoder explained the county might not make their 10% reduction goal because part of the projection was that the county would invest a million dollars in energy efficiency upgrades to the Richins Building, putting solar on the Public Works Building, and another recommissioning and LED lighting retrofit on a major building, and those weren't funded in the 2016 budget.

Ms. Yoder stated reducing tailpipe emissions and raising fuel efficiency of the fleet was interesting to learn about. She explained vehicle miles traveled go up and down quite a bit with snowplowing and county projects, but the fuel economy doesn't exactly track with the number of miles. If it's a high snow year and they're driving diesel trucks, then the mileage goes way down; whereas, if it's a warmer year and they're doing road projects using pickup trucks throughout the year they might put on more miles but the fuel economy is better because of the type of vehicle being used. The fleet review committee has taken another look at the vehicle acquisitions policy and refined that where it will be data driven based on fuel records, maintenance cost records, fuel economy, and usage of the vehicles. The fleet review committee will then analyze the data and provide to the departments recommended vehicles to be replaced.

Ms. Yoder stated to address the employee commute emissions that went up, they are in the process of developing a survey to see where employee commuters are coming from, where they're going, and what sort of app they can put into place to help reduce or consolidate trips among employee commutes.

Council Member Adair asked what the cost is to convert a car from gas to natural. Ms. Yoder responded it is significant, within the 10- to $15,000 range per vehicle, and that you wouldn't want to do it on a vehicle that travels less than 15,000 miles a year.

Ms. Yoder stated the goal to amplify the use of renewable energy county-wide in 2013 had a big jump of up to 600 kilowatts installed. She explained that is due to the community solar program that was run in 2013. They installed over 300 kilowatts through the program. Additionally, it encouraged, inspired, and raised awareness and there were almost 300 kilowatts installed outside of the program. The Mountain Town Community Solar Program has been launched and they have a goal of 1 megawatt installed on 200 homes through this program, and they fully expect to achieve that goal. Additionally, Rocky Mountain Power is providing a subscriber solar as a way for people who can't put solar on their homes to subscribe to 10 to 100% solar, provided by a resource they are having built and have a purchase power agreement to buy solar out of Southern Utah.

Other things they have done to encourage renewable energy are the county has waived the solar building permit fee that continues through 2016 through the end of the Georgetown Prize. The county has also brought forth the solar access laws to prevent future homeowners from restricting access to solar.

The county has set a new goal of goal of 15% energy reduction by 2030, so 15% in 15 years. Ms. Yoder stated going forward they will continue to work on the elements to finish out the 2014-2016 Plan, which are all in alignment with the climate action plan. They will continue to explore renewable energy choices for residents, remain engaged in the public lands initiative, and conduct a major solar study.

- **Discussion with Bill Rock, Senior Vice President & Chief Operating Officer of Vail Resorts**

Bill Rock, Senior Vice President and Chief Operating Officer of Vail Resorts provided the Council with an update of what's been happening at Park City Mountain over the last year. Mr. Rock provided a slide show which demonstrated Park City Mountain's capital improvements. He stated Miners Camp, which replaced the Snow Hut, is 17,600 square feet. It includes 500 indoor seats, including another 200 or so outdoor seats. He stated they achieved their goal of elevating their service and elevating the quality of food.

Mr. Rock stated the Quicksilver Gondola has been incredibly well received by their guests. People are trying to figure out how to best ski the mountain and they are hearing of folks parking at the Canyons and skiing all the way to Old Town and vice versa. They've seen pretty heavy ridership on the busses in between both base areas after the gondola has closed and they feel the gondola system has worked very well.

Mr. Rock stated Park City Mountain right now is 7300 acres and has 41 lifts, so on any given day people can really spread out to find the skiing they want, which has really helped with crowds particularly on the Park City side.

Mr. Rock stated the King Con Express lift has a unique feature of conveyor loading carpet, which allows people to get up it faster and really distributes people pretty well. Mr. Rock explained they have cut the ride time in half with a new detachable quad on the Motherlode Express lift. It really has opened up a lot of terrain that people love but didn't want to pay the price of riding a lift for 15 minutes to get to it. The lift is now about 7 minutes or less.

Mr. Rock stated the trail from Red Pine Lodge at the Canyons is called the Chicane Trail. This trail has been widened and is one of the most traveled trails on the mountain. He stated they have gotten tons of great feedback about its new configuration and it has made the experience better for their guests.

Mr. Rock stated they added 250 seats to Red Pine Lodge. They also remodeled the servery so it is much more efficient and allows them to keep up with the crowds in this area.

Mr. Rock stated the reaction from their guests has been really positive. He stated Park City had double-digit growth in skier visits and revenue which they consider to be a great success.

Mr. Rock explained one of their projects for next year includes using cell phone technology with their EpicMix app. Guests will be able to look at their phone and see what the lift lines are at each lift. They will be putting signage around the mountain so people can make a good decision as to what lift they would like to take. This will help with the management of crowds and skier flow.

Mr. Rock stated they will also be funding $30 million in their mountain communities for employee housing. They've been working with county staff, city staff, and private developers on trying figure out what that means here in Park City and in Summit County.

Chair Armstrong asked if they have a sense of where guests seem to start their skier day off at, and if there is an increase of skiers starting at the Canyons. Mr. Rock replied they haven't done that analysis yet, but it feels like that's what's happening.

Council Member McMullin asked when they started using Parley's as on overflow lot and bussing people to the resorts. Mr. Rock responded they use both Parley's and the high school as overflow lots on peak days when school is not in session. He explained the Canyons had been doing that for a number of years and Park City Mountain had been doing it with the high school for a number of years as well. Council Member McMullin asked how many cars it can park and Mr. Rock replied normally on those overflow days it's several hundred cars. Council Member McMullin asked what the transportation is to the resort, whether it's a special bus or the transit bus stop. Mr. Rock replied the normal transit still runs, but they also augment it with their van service as well.

- **Direction and action plan coordinated with County Council regarding transportation; Caroline Ferris, Dave Thomas and Matt Leavitt**

Regional Transportation Planning Director Caroline Ferris stated this would be the fourth in a series of discussions that she's had with the Council regarding possible tax incentives and potential transportation projects within the county. She presented a slide which highlighted traffic congestion that the county is experiencing on a.m. and p.m. peak periods on major roadways through town.

Ms. Ferris stated one of the issues the county is facing is that job growth continues to outpace their housing growth. Available jobs in the area have grown 40% percent. For comparison the number of jobs statewide, recognizing that Utah is the fastest growing job market in the nation, has only increased by 15%. Because the county lacks the available housing to meet the needs of its workers, more and more people are commuting to Summit County from points outside. Ms. Ferris explained they know from evidence and census data that significantly more people work in Summit County but live outside the county and vice versa, than both live and work in Summit County. The same is true for Park City but by a more significant split.

Ms. Ferris stated visitors also make up a huge percentage of the county's overall population. During the previous winter seasons these visitors more than double the population of Park City Municipal at any given time. Even during the shoulder season, which is April to June and September to December, visitors account for more than 40% of the total population of Park City. The percentage within the basin is probably similarly high. The visitors are generally less likely to be able to efficiently navigate the county's transportation system.

A citizen satisfaction survey conducted during 2015 found that Summit County residents continue to be concerned about traffic congestion. Approximately 6 out of 10 county residents considered reducing traffic congestion to being very important to the future of the county. Ms. Ferris explained that staff plans to introduce a series of performance measures to quantify their success including reducing miles traveled and defining a countywide goal within the long-range transportation plan process. They want to quantify VMT reduction by project using industry acceptable methodology. They want to reduce or maintain travel times, which means quantifying the number of trips providing an alternative mode with travel times that are equal to or less than a single occupancy trip travel time would be. They want to quantify and identify quality of life indicators and improve the walk score and transit score of basin neighborhoods. They want citizen surveys to show that citizens feel the quality of life is improving, and they want to adopt and apply a livability score by project. Ms. Ferris stated they want to reduce county emissions and carbon footprint with each of the projects. Ms. Ferris stated citizen perception is an important component of their performance measures. They want to create an anecdotal success measure by project.

Finance Officer Matt Leavitt gave the Council a brief overview of proposed tax increases in the past to benefit transportation needs. Mr. Leavitt explained that became a compromise on some of the maintenance ideals and standards that they have for the county concerning transportation funding. He stated currently the available resources are only about 2 to $2.5 million and they are in need of about $3 million for maintenance of county infrastructure needs.

Mr. Leavitt stated on the transit district side there are three primary sources of funding for the transit district. The sales and use tax makes up about two-thirds of it. Mr. Leavitt stated business assessments, which are charged to businesses annually, contributes 15-17% of the revenues. Lastly, there are federal FTA grants that make up the same percentage, but pass through Park City Municipal.

Ms. Ferris stated, "How do we solve some of our problems?" She explained through the process they looked at costs, timelines, ease of implementation, and most importantly the potential of each project to reduce the vehicle miles traveled in a single-occupancy vehicles. Ms. Ferris stated they started this discussion with a long list of projects that they know they need from experience, Council action, public comment, and previous studies. Chair Armstrong and Council Member McMullin volunteer on the subcommittee that prioritizes each project and discusses the appropriate mix of funding and support for those projects. Through that process and as a result of the subcommittee, a list of service enhancements, active transportation, and infrastructure improvements listed by prioritization level was presented to the Council. Ms. Ferris discussed the top four priorities on the list, as well as the Salt Lake City to Park City/Summit County bus route.

Mr. Leavitt stated the subcommittee looked at the list of projects and said considering what they have and the projects they have to do and the ones that they ranked 1 through 6 and what they can use the money for, the best options that they're looking at right now are both the quarter cent sales taxes, the initial mass transit, and the county option for transportation.

CONSIDERATION OF APPROVAL

- **Pledge of Allegiance**

ADVICE AND CONSENT OF COUNTY MANAGER'S RECOMMENDATION TO APPOINT MEMBERS TO THE EASTERN SUMMIT COUNTY AGRICULTURAL PRESERVATION AND OPEN SPACE ADVISORY COMMITTEE (ESAP)

Vice Chair Robinson made a motion to take the advice and consent of the County Manager's recommendation to reappoint John Blazzard, and to appoint DeLoy Bisel and Chris Ure, to the Eastern Summit County Agricultural Preservation Committee, with all of those terms to expire February 28, 2019. The motion was seconded by Council Member McMullin and passed unanimously, 5 to 0.

ADVICE AND CONSENT OF COUNTY MANGER'S RECOMMENDATION TO APPOINT MEMBERS TO THE SUMMIT COUNTY WEED CONTROL BOARD

Vice Chair Robinson made a motion to take the advice and consent of the County Manager's recommendation to reappoint Sam Blonquist and John Blazzard to the Summit County Weed Control Board, with both terms to expire November 30, 2019. Vice Chair Robinson made a further motion to take the advice and consent of County Manager's recommendation to appoint Colby Pace to fill the unexpired term of Rochelle Robinson,

with Colby Pace's term to expire November 30, 2017. The motion was seconded by Council Member Adair and passed unanimously, 5 to 0.

CONSIDERATION AND POSSIBLE APPROVAL OF PROGRAM AND FUNDING AGREEMENT (RENEWABLE ENERGY AND ENERGY CHOICE PARTNERSHIP) BY AND AMONG SALT LAKE CITY CORPORATION, SALT LAKE COUNTY, PARK CITY MUNICIPAL CORPORATION AND SUMMIT COUNTY; Roger Armstrong

Chair Armstrong stated currently a 50/50 program, of 50% power and 50% renewable energy, through Rocky Mountain Power is not a program that is available in Utah under current regulatory structures. He explained that the county was interested enough that they wanted to explore the feasibility of starting this in conjunction with Park City and Salt Lake City. That concept has expanded a bit to encompass a slightly broader study that would look at renewable energy generally, what the opportunities are, what the markets look like, what the demand load and respective jurisdictions are. Chair Armstrong stated once the information is gathered, they can decide how best to address the issue of making renewable energy more feasible and available to residents of those respective jurisdictions. Chair Armstrong explained for the purposes of the interlocal agreement, it describes how Salt Lake County, Salt Lake City, Park City, and Summit County will fund this initial feasibility study with a CCA component. It contemplates if all four jurisdictions are in this process that the jurisdictions would fund up to $30,000 per jurisdiction to be allocated to conducting this feasibility study.

Council Member Adair asked how Summit County would fund this and if there is a line item on the budget for this. Chair Armstrong replied the county has money in the budget for the study. Manager Tom Fisher stated the county has an expenditure budgeted for this and Council Member McMullin stated the county also has contingency funds. Chair Armstrong explained they would like to keep the cost of the feasibility study below that amount because if it comes back that this program is feasible, then the county would have additional moneys to pursue the next step.

Vice Chair Robinson made a motion authorizing Chair Armstrong to sign the Program and Funding Agreement, (Renewable Energy and Energy Choice Partnership) by and among Salt Lake Corporation, Salt Lake County, Park City Municipal Corporation, and Summit County, subject to such minor wordsmithing changes that may result from its review by the other three jurisdiction's government bodies, and with the latitude that if one of them drops out, it will still go forward with three jurisdictions at the same funding level. The motion was seconded by Council Member McMullin and passed unanimously, 5 to 0.

CONSIDERATION AND POSSIBLE APPROVAL OF PROCLAMATION NO. 2016-2, DECLARING SATURDAY, APRIL 16, 2016 "SUMMIT COUNTY DAY"; Julie Booth

Vice Chair Robinson made a motion to approve Proclamation No. 2016-2, declaring Saturday, April 16, 2016 "Summit County Day." The motion was seconded by Council Member Adair and passed unanimously, 5 to 0.

DISCUSSION AND POSSIBLE APPROVAL OF AN AMENDMENT TO RESOLUTION NO. 2016-03 MRW, RESOLUTION NO. 2016-03 MRW-A, ANNEXING CERTAIN REAL PROPERTY TO THE MOUNTAIN REGIONAL WATER SPECIAL SERVICE DISTRICT (TAX Parcel # SS-13 AND SS-12); Marti Gee

Marti Gee with the Mountain Regional Water Special Service District stated there was a typo in the original resolution in the property description (Tax Parcel # SS-13 and SS-12) and they are seeking approval for the "corrected" property description annexing certain real property to the Mountain Regional Water Special Service District.

Council Member McMullin made a motion to approve the amendment to Resolution No. 2016-03 MRW, Resolution No. 2016-03 MRW-A, annexing certain real property to the Mountain Regional Water Special Service District (Tax Parcel # SS-13 and SS-12). The motion was seconded by Vice Chair Robinson and passed unanimously, 5 to 0.

DISCUSSION AND POSSIBLE ADOPTION OF RESOLUTION NO. 2016-05, A RESOLUTION PROVIDING FOR A SPECIAL ELECTION TO BE HELD ON NOVEMBER 8, 2016, FOR THE PURPOSE OF SUBMITTING TO THE QUALIFIED ELECTORS OF THE NORTH SUMMIT RECREATION SPECIAL SERVICE DISTRICT A PROPOSITION REGARDING THE IMPOSITION OF A PROPERTY TAX ON THE TAXABLE VALUE OF TAXABLE PROPERTY WITHIN THE DISTRICT AT A RATE NOT TO EXCEED .000176 IN ORDER TO FINANCE THE COSTS OF ALL OR APORTION OF THE GENERAL OPERATIONS AND MAINTENANCE EXPENSES OF THE DISTRICT; PROVIDING FOR THE PUBLICATION OF NOTICE OF PUBLIC HEARING; APPROVING THE FORM OF AND DIRECTING THE PUBLICATION OF A NOTICE OF ELECTION AND THE BALLOT PROPOSITION; AND RELATED MATTERS; Nate Brooks and Tyler Rowser

Deputy Attorney Dave Thomas gave a brief overview of Resolution No. 2016-05 and explained this resolution would authorize a .000176 tax cap. The board of the North Summit Recreation Special Service District would then have to make a recommendation to have the Council hold a truth and taxation hearing to actually set the rate during the next budget year, and they may recommend that it's only going to be half of what the cap is because they only want to generate $50,000. As part of the truth and taxation the Council is required to hold a hearing before the rate is set, but they don't have to have another election after that as long as it's within the cap. In the future if they needed more money, they could certainly come in and ask the Council to do another truth and taxation hearing to increase the amount all the way up until they hit the cap. Once they hit the cap, if they want any additional funds, they would have to have another election. Mr. Thomas explained that passing this resolution simply starts the process of putting it on the ballot because the Council also needs to select an initial hearing date, which Mr. Thomas recommended be set for August 10, 2016.

Council Member McMullin made a motion to approve the adoption of Resolution No. 2016-05, a resolution providing for a special election to be held on November 8, 2016, for the purpose of submitting to the qualified electors of the North Summit Recreation Special Service District a proposition regarding the imposition of a property tax on the taxable value of taxable property within the district at a rate not to exceed .000176 in order to finance the costs of all or apportion of the general operations and maintenance expenses of the district; providing for the publication of notice of public hearing; approving the form of and directing the publication of a notice of election and the ballot proposition; and related matters. The motion was seconded by Vice Chair Robinson and passed unanimously, 5 to 0.

COUNCIL COMMENTS

Council Member Adair asked if the Council could get an update on the library and the health center in Kamas as far as where things are going. Manager Tom Fisher said he would get that on the agenda.

Chair Armstrong stated residents in Eastern Summit County are curious about when the Council is going to start looking at the Eastern Summit County Development Code changes and he asked if that was on the agenda for April 26th to start having those discussions. Tom Fisher replied it would be April 27th.

Vice Chair Robinson stated he will be participating in a panel, Tuesday, April 4th, at St. Luke's Episcopal Church on the Public Lands Initiative. Representatives of both Congressmen Bishop and Congressman Chaffetz's offices, as well as Southern Utah Wilderness Alliance, and a few other parties will be there.

Council Member Carson stated the UAC Conference will be held April 13-15. She explained they are trying to really focus these management conferences on management issues for county council members and commissioners, so she thinks it's going to be more relevant to them than maybe some of the past ones. The conference will be held in Layton at the Davis Convention Center.

Council Member Carson stated The Farm Bureau Meeting will be held Thursday, April 7th at Oakley City Hall.

Council Member Carson stated she was on an interesting conference call with UAC and the Public Lands Committee in which the discussion of Mark Ward, who has been the primary counsel to UAC and all of the public land items, will be leaving his position. She explained this was an initial discussion on how they will move forward and if they should replace Mark, and if they do whether they want somebody who's an attorney that's going to do what he did or do they want to look at changing that position. She stated there was a good conversation about maybe moving in a different direction and still having somebody that could provide some expertise and be an advocate for the counties on issues that really affected all the counties, but they didn't come to any final conclusion. She stated she voiced that while she appreciated Mr. Ward's work, there were times he used the name of UAC to advocate for a certain position regarding the transfer of public lands that in reality did not represent all of the counties that are part of UAC.

Council Member Carson stated she and Council Member Adair attended the Mountain Lands Association of Governments meeting the previous week and they discussed the CDBG grants. She stated that all of the Summit County entities that applied were awarded moneys.

MANAGER COMMENTS

Manager Tom Fisher stated the county is currently recruiting for the Career Services Counsel and there is also an opening on the library board they're trying to fill.

He stated there will be an upcoming joint meeting with the Park City Council on the 13th following the discussions about transportation projects.

The closing documents for the Roswell-2 property were signed and the funds have been wired.

The Chambers Thin Air Festival will be held April 6-8 and Summit County day will be held on April 16th.

PUBLIC INPUT

Chair Armstrong opened the public input at 6:01 p.m.

Dianne Johnson stated her and her husband, Lowell Johnson, are property owners in Wanship and borders a commercial size motorcycle track. Ms. Johnson stated a petition was gathered asking for a public hearing regarding this motorcycle track and there were 82 signatures on that. She explained that as they went to homes it was quite amazing because everybody freely signed it and invited them into their homes because they each had a story to tell about how this motorcycle track was impacting their lives. She stated as they went neighbor to neighbor, homeowners were actually standing in their driveways and people were calling other people saying, "Someone is taking initiative on this," and it was very positive. Since that weekend, they have continued to get phone calls and emails of people wanting to be involved this on this issue. She stated a lot of those people who signed the petition were born and raised there and are ranchers and farmers earning a living on their property.

Ms. Johnson stated before purchasing their property they did complete due diligence of the area, understanding the property they were buying. She stated they really liked the agriculture nature there. They purchased our property in 2001 and completed and moved into their Wanship home in 2003 because they built the home themselves. She stated they have cows and chickens and a large garden that they love to work with and it's where they plan to retire. They moved to that community to get away from the city, the noise, and the dirt and they liked the landscape of the land.

Ms. Johnson stated they knew the Sunrise Subdivision would eventually be built out and they did attend the Planning Commission meetings regarding its development. She explained the Planning Commission did approve a 10-home cluster, as well as a hundred acres to be used for open space. That open space at that point was agriculture and equestrian, but that is not how that subdivision is being used. It's now a commercial-sized motorcycle track estimating at about 102 acres. The sound and area of disturbance affects everyone in the valley because we're mountains

and sound is amplified and is carried a greater distance. She stated the landscape has been completely destroyed with all of the excavation equipment and the dirt bikes. She stated they would like to ask for enforcement of the county on the sunrise subdivision of the mutually agreed use of that open space because it seems like there's a difference there.
Vice Chair Robinson stated it would be very interesting to see the types of documents that relate to the contract between those ten lot owners and their subdivision plat and CCNRs and homeowners association documents.

Chair Armstrong stated there's a specific notation on the plat as to what that land can be used for.

Hoytsville resident, Dick Stoner, stated he went on the internet to see what he could Google on "agriculture open space" and he saw a lot of things including farms, wool producing, trees for poles and things, but no one said motocross. He stated there is a covenant with the community with the consent agreement that's in black and white and all they're asking for is to enforce what was agreed to previously.

He stated he was also concerned for the health and safety and welfare of the Weber River.
He explained Summit Lands have really reached out to the property owners all along the Weber River to try and protect this corridor that's so important. He stated the county is looking at increased density on the east side of Summit County. He stated we all know we have less water than 20, 30 years ago and the quality of that water is not only more important but much more difficult to protect. He stated the Engineering Department has a mandate to protect the water quality so everything that they see going on is really under the protection of this precious resource.

Mr. Stoner stated five years ago in 2010 when they created this motocross park, that developer had taken a track hoe and had taken out all the Cottonwood trees, the shrubs, the alders, the willows and everything that protected the river bank and burned all of that and planted spruce. When the river flooded in 2010, all those spruce trees popped out of the ground and went down the river and all of those great jumps that he had completely eroded into the river. After that he had to come and actually stake the trees in that he replanted to keep them from leaving as the water flooded. He brought in more soil. He increased the elevation. He stated, "I'm going to suggest to you from what I have seen in the 40 years I have lived here -- you can decide whatever you want with the river, but the river is going to decide for you what it's going to do and it's not going to let this stand."

Chair Armstrong closed the public hearing at 6:15 p.m.

The County Council meeting adjourned at 6:25 p.m.

Council Chair, Roger Armstrong	***County Clerk,*** Kent Jones

MINUTES

SUMMIT COUNTY

BOARD OF COUNTY COUNCIL
WEDNESDAY, JUNE 1, 2016
SHELDON RICHINS BUILDING
PARK CITY, UTAH

PRESENT:

Roger Armstrong, *Council Chair*
Chris Robinson, *Council Vice Chair*
Kim Carson, *Council Member*
Claudia McMullin, *Council Member*
Talbot Adair, *Council Member*

Tom Fisher, *Manager*
Anita Lewis, Assistant *Manager*
Robert Hilder, *Attorney*
Kent Jones, *Clerk*
Brandy Harris, *Secretary*

CLOSED SESSION

Council Member McMullin made a motion to convene in closed session to discuss property acquisition. The motion was seconded by Council Member Carson and passed unanimously, 5 to 0.

The Summit County Council met in closed session for the purpose of discussing property acquisition from 1:00 p.m. to 3:40 p.m. Those in attendance were:

Roger Armstrong, *Council Chair*
Chris Robinson, *Council Vice Chair*
Kim Carson, *Council Member*
Claudia McMullin, *Council Member*
Talbot Adair, *Council Member*

Tom Fisher, *Manager*
Anita Lewis, *Assistant Manager*
Robert Hilder, *Attorney*
Dave Thomas, *Deputy Attorney*
Lisa Yoder, *Sustainability Program Manager*
Jami Brackin, *Deputy Attorney*
Peter Barnes, *Planning and Zoning Administrator*
Patrick Putt, *Community Development Director*
Megan Suhadolc, *Snyderville Basin Interim Director*

Council Member McMullin made a motion to dismiss from closed session and to convene in work session. The motion was seconded by Council Member Carson and passed unanimously, 5 to 0.

Chair Armstrong called the meeting to order at 3:48 p.m.

WORK SESSION

- **Discuss recommendations of the Summit County Recreation Arts and Parks – Cultural Committee**

Ben Castro, Summit County Cultural Committee, stated one of the new applicants this year was Ballet West. The committee is excited about this program and believes it will enhance the area and the cultural aspects of it. Mr. Castro stated the committee is also excited that this year Mountain Town Music has announced publicly they are going to expand their concert series to Eastern Summit County, specifically in the DeJoria Center as well.

Mr. Castro stated this year the Summit County Recreation Arts and Parks had $771,000 to spend, which was significantly more than last year's $685,000. He explained their total spend requests was $1.3 million, so they could fund about half of the requests that people were asking for. Mr. Castro stated one item he wanted to highlight was the Park Record digitalization. He explained they've been going back and having the University of Utah help out in actually digitizing the old Park Records and putting them online so people can go in and see them. The Park Record's chairperson, Sally Elliott, has also been in the process of trying to renegotiate the cost and getting some additional organizations to help out with that cost as well.

Council Member Carson asked if the process the way it's set up this year is working well and functioning the way they would like it to. Mr. Castro stated there were some hiccups with the Dropbox feature. Some of the committee members weren't able to access the information. A quick fix that employed was they got a flash drive for everyone and downloaded it and gave everyone the flash drive so they could access that quickly. He explained there were frustrations when applicants or additional information would come in, they wouldn't know until they had gone into the drop box several times to actually find the applicants or the information. One of the things they did this year that they had done in previous years was had a presentation available for all of them. They also did a public announcement with the restaurant committee talking about specifically how the funds work and what it's looking like and when they would start the granting season and application season.

Council Member McMullin asked how the quality of the applications was this year. Mr. Castro stated he felt like there has been an improvement. They specifically sat down with other organizations outside of the actual applicant time talking specifically about some things that they're looking at, such as community outreach. They also looked at organizational capacity. Specifically they wanted these organizations to have a strong board that would help guide and direct them to what their mission specifically was, and several organizations were able to accomplish that. Mr. Castro explained one of the things they continually ask with all of the applicants is, "What are you doing to enhance Eastern Summit County?" because they feel like a lot of times that is the underserved area. A lot of these organizations are getting that message. For example, the Park City Film Series is going to the Kamas library to do some screenings and give people some opportunities to see films that they wouldn't have seen otherwise.

A discussion regarding the funds granted arose and Mr. Castro explained the funds distributed have to satisfy certain criteria such as art, music, natural history, and some of those types of categories. Some of the things that they're limited with are actually education programs, specifically in the schools. They cannot have nonprofits go in and teach specific programs week after week, but they could fund Park City Institute doing an assembly for some of the schools, for example. They had Attorney Robert Hilder talk to the committee specifically about that and they went through several of those organizations and the different programs to make sure they were within the state code. The programs to be funded are required to be for Summit County residents and not for tourists.

- **Discuss recommendations of the Summit County Restaurant Tax Committee**

Summit County Restaurant Tax Committee Chair, Brook Hontz, stated they are thrilled to announce their 25th year as a restaurant tax committee in Summit County because that means they've had 25 years of millions of dollars going back to our cities, towns, and to all the local not-for-profits. Ms. Hontz reviewed the process and explained what the restaurant tax entails. She stated one percent is collected off of all restaurant sales within Summit County. The restaurant tax was created by the County Commission and there was an enabling ordinance created by the state that the county replicated, which is how they are organized and how they utilize that statute. Ms. Hontz stated they have a nine-member committee of volunteers who work very hard to review all the applications. This year there were 48 applications. Each volunteer reads every application and then participants in listening at the interview with each of the applicants and the Q&A and then participates in the deliberation process.

They are allowed to recommend to the Council to give money out based on two things: financing tourism promotions; and the development, operation, and maintenance of publicly owned convention, cultural, or tourist facilities. After the committee receives and goes through all of the applications, there are five criteria they utilize to make sure they meet the state statute. Those are (1) the tourism component, (2) the ability to leverage, (3) the potential to increase the 1 percent restaurant tax, (4) whether the application is a promotion or an asset, (5) and whether the application is a new or developing program. Each application is then given a score and ranked by how they turn out in the outcomes. The deliberations occur after that where they sit down and look at the budget and how the budgets meet the requirements of the statute and then match up to how they scored. There are varying degrees of tourism in these applications. The committee's focus concentrates on the ability to augment this tax by tracking day and overnight visitors, particularly outside Summit County. Some of the applications are from marketing promotions and in other cases they see applications for an event, a service, or a capital improvement of a facility that will enhance the experience of a guest visiting the area. The committee recognizes and agrees that some local events and facilities will not directly drive an overnight visitation and provide opportunities for guests to enjoy their stay in Summit County and enhance the perception of the county as a valuable destination.

This year there were 48 qualifying applications requesting a total of over $4.1 million. In comparison, last year they had 40 applications and a request for $2.6 million. They have made specific recommendations for nearly the entire amount of $2.27 million, so the shortfall is $1.57 million.

Ms. Hontz stated specific restrictions for use of the funds is provided in the report that was sent to Council and they have a rational developed about why and how the applicants should receive the money and specific restrictions that will hopefully go into their contract about how the money needs to be spent. There would be a $929.80 reserve that they feel is an appropriate amount to carry over to the next year. She explained, due to many factors they have eight applications that have a zero dollar recommendation. Four of those, per working with the county attorney, they found do not meet the statute. The other four they didn't feel were appropriate during this cycle of funding based on how the applications came in and the tourism component. Every year is different in terms of who comes in, how much they ask for, and how many funds are available. This year there will be $2.2 million going back into the community.

Council Member Carson asked what the purpose of the remaining $929.80 was going forward. Ms. Hontz replied volunteers are allowed to submit travel expenses and things like that and the committee felt like it would cover any costs of the restaurant tax committee going forward. Council Member Adair asked if they underfunded a project and they really needed the total amount, do they have the opportunity to keep the money until they get the amount to fund the project, and Council Member McMullin asked if they have to spend the money in a certain amount of time. Ms. Hontz replied they have 18 months to spend it. There have been a couple of special cases. Pre-Olympics set aside money annually to go into an escrow account that was used at the appropriate time, and that was deemed appropriate by the county attorney. They are also doing that with a very similar type of scenario with the USSA regarding setting aside some money that they will need and the committee feels it's important to spend in a few years, but they don't want them to spend it now. The county holds that in escrow so the committee gives it to them this year, but the county holds it for them until the time of the ski event in 2019. She stated the committee doesn't like to hold on to too much money because the statute frowns on that and they like to get the money back in the community as soon as possible.

Council Member Carson asked if they saw any glitches that they feel need to be changed next year. Ms. Hontz replied they have worked closely with Assistant Manager Anita Lewis and discussed a couple of things that need to be changed such as some Dropbox issues, but they feel each year it's going to get better and this year was better than last year.

CONSIDERATION OF APPROVAL

- **Pledge of Allegiance**

COUNCIL COMMENTS

Council Member Adair stated he went to the Mountain Lands Association of Governments meeting and they reviewed the budget for Mountain Lands and it passed unanimously. Kim Carson was nominated to sit on the steering committee and he thinks she will do a great job.

MANAGER COMMENTS

There were no manager comments.

APPROVAL OF MINUTES
MAY 4, 2016
MAY 11, 2016
MAY 16, 2016

Council Member Carson made a motion to approve the minutes of May 4, 2016, as written. The motion was seconded by Council Member Adair and passed unanimously, 4 to 0. Vice Chair Robinson abstained from the vote, as he was not present for the May 4, 2016 meeting.

Council Member McMullin made a motion to approve the minutes of May 11, 2016, as written. The motion was seconded by Council Member Adair and passed unanimously, 3 to 0. Vice Chair Robinson and Council Member Carson abstained from the vote, as they were not present for the May 11, 2016 meeting.

Council Member Adair made a motion to approve the minutes of May 16, 2016, as written. The motion was seconded by Vice Chair Robinson and passed unanimously, 3 to 0. Council Member Carson and Council Member McMullin abstained from the vote, as they were not present for the May 16, 2016 meeting.

(A brief recess was taken from 4:17 p.m. to 4:33 p.m.)

Chair Armstrong called the Consideration of Approval session back to order at 4:33 p.m.

- **Discussion and possible action regarding an appeal of the Community Development Director's interpretation of a Plat Note of the Sunrise Ridge Subdivision, appellant Steve Luczak dba Kodiak, LLC; Patrick Putt**

Dave Thomas, from the County Attorney's office, presented a PowerPoint presentation to outline the legal issues and use of the Plat Note in question. Mr. Thomas stated agricultural preservation is one of the driving things behind Eastern Summit County general planning code. As part of that Eastern Summit County code there's a specialized bonus density that allows you to basically triple your density in exchange for the preservation of agricultural land and open space. The density bonus is intended to be incentive for the property owner. As a condition to any approval of getting this density bonus, there is a mandatory plat note. The purpose of the plat note is to preserve the land for agricultural use. Usually they also would require a conservation easement, and while that's preferable under the code, you can, in fact, simply have subdivision lots that are oversized lots that have the agricultural use restriction on them, as the code says: "So long as there are adequate restrictions on the agricultural preservation area for it to continue to function as continuous agricultural use."

Mr. Thomas explained the Sunrise Ridge Subdivision, which is at issue, is a 10-lot agricultural cluster bonus subdivision, so it was a subdivision and received density bonus under this specific provision in the Eastern Summit County Development Code. That subdivision plat was amendment in 2012 and Kodiak America acquired it in June of 2014. The property was first subdivided in 2007. The Sunrise Subdivision Plat, Plat Note 8, is the specific required plat note for these agricultural density bonus subdivisions. It is meant to preserve areas as agricultural and open space purposes and only uses customarily associated with agricultural use of the properties permitted. Both agricultural, as well as open space, are defined terms in the code. Agriculture is: Specifically the tilling of soil, rising of crops, foraging, and grazing. It is not recreational activity not normally associated with a farm or ranch.

The rules of construction are basically that the best evidence of what something means is the plain language. Mr. Thomas stated the Council needs to interpret terms according to their ordinary and accepted meanings and they need to interpret terms so that all parts are given meaning and effect, avoid rendering portions superfluous and read all the provisions and the code provisions as a whole. The whole idea is to ensure that the intent is followed, and the intent of these agricultural subdivisions is specifically to preserve the agricultural nature.

Subdivision plats may only be amended in accordance with state statute, and that state statute is implemented through the Eastern Summit County Development Code. Specifically under that code, a Plat Note may only be amended by the Eastern Summit County Planning Commission after they hold a public hearing. Mr. Thomas stated it is an important case to remember since Kodiak America has brought an issue of somehow the grading permit acted as a waiver. Waiver and land use in Utah is disfavored. Mr. Thomas stated the only ones who can change that plat note are the Eastern Summit County Planning Commission, not the County Engineer and not the Director of Community Development.

Mr. Thomas explained there is also an issue in this case of what a grading permit is and what it is not. He explained grading permits are not development permits. They are not administered by the Department of Community Development. They are administered under a separate code section by the County Engineer. That's important because land use law is fairly unique and the state statutes that govern it are very unique as well, and they're found in Title 17, Chapter 27(a) of the state code. Grading permits do not convey land use approvals or development rights. Grading permits cannot be used to amend subdivision plats. That's part of state statute. So the purpose of the grading permit is to ensure that erosion control measures are in place when land is disturbed. As a result of that, these permits are temporary in nature and are not meant to be permanent. You go in and disturb the land and you get the grading permit to make sure the erosion control measures are satisfied. The ability to change a use or in terms of granting density, those things can't be done by grading permits. The grading permit that's at issue here, 14-G-31, was issued in November 2014. It was issued only for Lot 1 of this ten-lot subdivision. It was for bike trails and new pasture land or new pasture space and landscaping.

Grading permit 14-G-31 was also limited to 6.2 acres. It also had a provision in it where it says "see email" in the actual permit where the Department of Community Development, although they acknowledged they were aware of the grading permit, they said, "This does not constitute approval of the grading permit by the Community Development Department." The one who approves the grading permit is the County Engineer. This grading permit expired in May of

2015. Mr. Thomas stated that the grading permit had a site plan that was attached to it. The site plan showed a total net disturbance of about 5,000 cubic yards that was to be a minor disturbance. In December of 2015, the County Engineer issued a “stop work” order. One reason that was issued was the grading permit had expired in May of 2015. The grading activities were also inconsistent with the permit because while that disturbance was supposed to be around 5,000 cubic yards, the actual disturbance was around a quarter of a million cubic yards. This also occurred outside the 6.2 acres. It included all of Lot 10, which is not part of the grading permit, in excess of 50 acres. Kodiak America did provide the County Engineer in February of this year some updated site plans, which included a much more extensive nature than what was presented to the County Engineer back when that permit was first issued.

Mr. Thomas stated in March of this year the Community Development Department received a complaint from the neighboring property owners. Their complaint was that Sunrise Ridge Subdivision was being used as a commercial motocross track. According to multiple sources, there was a large-scale motocross race with spectators on this land on May 7th. On March 23rd this year, Community Development Director Patrick Putt issued a cease and desist letter stating that the motocross use was prohibited. In response Kodiak America appeared on Fox 13 News and said it had no intention of ceasing motocross activities. Then on April 7th, a use determination was not made by Mr. Putt in accordance with the county code where he stated that the motocross use is prohibited and constitutes a violation of Plat Note A because the motocross track and motocross use are not agricultural uses nor are they customarily associated with the agricultural use of the property. Farmers and ranchers do not have a motocross track as part of their normal activities. Kodiak America filed an appeal. The Council is the appeal authority and Kodiak America has the burden of proof to show that this use determination by Mr. Putt was in error. Mr. Luczak on behalf of Kodiak America has stated with regard to this appeal hearing, "We're just not using the track right now out of kindness. But if the hearing doesn't go well, we'll start riding right away."

Mr. Thomas cited a case of Utah County versus Young, and explained the definition of zoning estoppel. He stated as a matter of law estoppel may not be used as defense by one who has acted fraudulently or in bad faith or with knowledge. "He who comes seeking equity must come with clean hands." Mr. Thomas stated that's the law and in this case Kodiak America is not entitled to zoning estoppel. They had actual knowledge of Plat Note 8. Plat Note 8, which has not been amended, and a motocross track are inconsistent with what ordinarily occurs on agricultural property and what agricultural use is. A grading permit as a matter of law cannot amend a subdivision plat. You cannot have good faith reliance on a grading permit to somehow change the use. Mr. Thomas stated bad faith was demonstrated through the issuance of the “stop work” order, in what the County Engineer was led to believe would be a minor disturbance of 5,000 net cubic yards is 250,000 cubic yards of disturbance. The County Engineer was misled. This was supposed to be 6.2 acres and it's over 50 acres. The excavation was occurring after the grading permit expiration. Mr. Thomas stated bad faith was also demonstrated by the statements of Mr. Luczak and his continuation of motocross after the cease and desist letter was served. Lawlessness is bad faith. There are multiple witnesses to an event on May 7th with spectators that were after the cease and desist order and after the use determination in April. He stated it is the county staff's contention that in this case the Council should uphold the use determination by Mr. Putt.

Stanford Bell, attorney for Steve Luczak, then presented their side of the case by stating this entire case is about what a piece of paper means. Does it mean what it says, that Kodiak America had a permit to grade property or does it mean something else? He asked if the county can come back at a later time and revoke a permit and tell them it's not in accordance with the county code and tell them that they have to tear down what they just constructed. Mr. Bell stated there are the two properties that are owned by Kodiak America, Parcel NS-131-B to the east, and to the west, Sunrise Ridge Subdivision. There is a supercross track on Parcel NS-131-B (which is not in question) and a motocross track on the Sunrise Ridge Subdivision.

In 2005 Kodiak America acquired Parcel NS-131-B. This parcel is zoned as agricultural protected 40, AP-40. In the Summit County Code, Section 11-3-2 states that AP zone district is established to preserve, promote, maintain, and enhance the use for commercial and agricultural purposes and protect and promote the open space values of Eastern Summit County. Mr. Bell stated that code states "agricultural purposes and open space values," which is very similar to the Sunrise Plat Note at issue in this case. Mr. Bell presented a timeline of a sequence of events which led to the approval of a grading permit for a supercross track for Parcel NS-131-B, approved by the County Engineer.

In 2014, about five years after the supercross track was installed, Kodiak purchased the Sunrise Ridge Subdivision. Mr. Bell explained that based on his prior experience with the county, Mr. Luczak knew that both properties were zoned as AP-40 and he knew that a Plat Note existed and both had to do with open space and agricultural. The grading permit had apparently given him the authority and approval to install a supercross track on the first property, so Mr. Luczak did the same thing regarding the Sunrise Plat Note and submitted a grading permit application along with topographic plans detailing the motocross track. Mr. Bell presented the Council with an exhibit book and stated that Tabs 16 through 25 constitutes all the communications back and forth between Kodiak with the county, and that it was very clear that Kodiak intended to install a motocross track. There was no question jumps were being installed and a track was being installed.

Council Member Adair asked if there were plans submitted with that. Mr. Bell replied yes, there were plans submitted with a detailed topographic survey. He explained you can see the lines inside of the track, which are the elevation changes, and those were submitted to the Engineering Department. Mr. Bell stated on November 18, 2014 a grading permit is issued and appeared to be approved by all the departments. Tab 16 included a copy of the grading permit. Mr. Bell stated when Kodiak saw the permit issued and saw that Engineering had signed and Planning approved by "see email," especially with the past performance with the previous supercross track, to Kodiak America this looked like they had the approval of everybody to install a motocross track.

Council Member Carson stated on that permit it has 6.2 acres, and asked if that was the actual area that was affected. Steve Luczak, the owner of Kodiak, replied the 6.2 acres is what Heather Judd had listed on there she could figure out the bond for the seeding, so she only calculated the actual track acreage. Everything else around the track is pasture space. Mr. Luczak stated he was told he did not need the AG permit for the agricultural side and that's why it looks like it's 50 acres because she figured 6.2 for grass seeding and that's how they charged him the bond accordingly. The pond, the pasture, and the access roads was all done under the agricultural side,

which in the grading permit says it's exempt for a permit. He stated the actual track, if you calculate some of the pasture space it crosses, is less than 9 percent of his entire property on Lot 1 and everything else is agricultural that they are doing up there.

Council Member Carson asked when the county calculates an area for a permit do they look at the total area that it encompasses or do they look at the specific area where dirt was moved. County Engineer Gary Horton replied that typically they just look at the area that's disturbed. They don't include the whole lot. Mr. Horton stated this is not a typical grading permit. Generally it's within a boundary and the whole area is being disturbed. He stated being the way that Heather calculated it and the way they currently calculate, they base it on the disturbed area. Mr. Luczak stated back then that's not what they did for the bonding on it. It was only the track so she calculated what the track was for that area and charged him accordingly for it. They had a $10,000 bond originally for the lower piece and then they moved that to the upper track because it was still there and good. Mr. Luczak stated it was a good relationship between the Engineering Department and Kodiak. If Kodiak were asked something, they provided it and they always let them know up front what they were doing. The track map was laid out for the grading permit and they provided more surveying to put the jump sizes and quantity in there. The actual disturbance of the track is still approximately with what they estimated, which was about 12,000 yards, plus or minus. The quarter million yards is the entire agricultural side of both properties. Mr. Bell stated it's true that 250,000 yards of soil have been moved, however, that is not on the motocross track. The permit covered a lot more than just the motocross track. It also included a pasture land, a riding arena, and a few other items.

Chair Armstrong asked how much soil was moved in the Sunrise Subdivision. Mr. Bell stated the motocross track was authorized to be moved 12,000 cubic yards, and Tab 17 has the actual survey that was submitted.

Mr. Bell stated the other misconception is by some of the neighbors that Kodiak uses and markets the motocross track commercially. NBC and MX Sports approached Kodiak and the Park City Chamber of Commerce to determine if they could conduct a race on the Sunrise property. It was determined by the Planning Commission that a conditional use permit would be required to conduct that race and as part of that a public hearing would need to be held to determine what the potential impacts would be. At that point Mr. Luczak determined that wasn't a route he wanted to go down so no race was ever held. Mr. Bell stated three months ago Yamaha, the manufacturer of motorcycles, approached Mr. Luczak and wanted to shoot a commercial on his property. Mr. Luczak informed them they needed to get a filming permit from the county before he would authorize them to ride on the track. They went to the county and asked for a permit and they were denied so Mr. Luczak did not allow them to ride on the track. Mr. Bell explained while Kodiak has rides regularly and invites family and friends; it's never been used commercially and has never received any compensation for operating the track.

Mr. Bell stated Steve Luczak went to the Engineering Department, who can give grading permits to install driveways and motocross tracks to receive a grading permit. It was signed by the parties to Steve and to Kodiak and he relied on that in good faith believing that he had the authority to install a motocross track.

Chair Armstrong asked Mr. Bell if Mr. Luczak had conferred with him as counsel and stated he wanted to build a motocross track and that he had a grading permit if Mr. Bell would consider that to be enough to proceed with building the track. Mr. Bell replied he would because the county is the holder of the county code and the interpreter of it and if you have a permit from the county saying you can install a motocross track, he doesn't know why he would tell him he couldn't. Chair Armstrong asked if Mr. Bell had knowledge of the Plat Note if that would make him pause. Mr. Bell replied he would probably call to confirm but that would be about as much as he would do.

Council Member McMullin stated the theory of the case here seems to be a pattern of practice of the manner in which the county behaved prior with Mr. Luczak when they gave him a permit for one motocross track that was sufficient and in the second instance the same type of permit was deemed insufficient. Council Member McMullin asked besides the pattern and practice of the history, what current representation Mr. Luczak relied upon with the second permit, the Sunrise Subdivision, which led him to believe it was all he needed to build out the motocross track. Mr. Bell replied that Mr. Luczak had been emailing and talking with Heather Judd from the County Engineering Department and she had come back a few times and said they need more detail on the motocross track and topographic survey to show elevation changes, and then they issued the permit which says he has the authority to do it pursuant to the survey he turned into the county.

Council Member McMullin asked what evidence Mr. Luczak had that the county understood he was building a second motocross track. Mr. Luczak replied that every time he went into the Engineering Department they talked about how big the jumps were and how high they were flying on it. Mr. Luczak stated he believed once he submitted the application everybody would look at it, and when Leslie and Heather would email him asking for more information on it Kodiak gave them everything they were asked to give.

Mr. Luczak stated they have not done anything on either track that's been commercial. He explained the motocross race that was mentioned earlier was a father-and-son outing on the property with about 20-30 fathers and sons, and a couple of the kids brought four-wheelers up there and they pitched their tents on the asphalt because it was raining a little bit.

Dave Thomas explained the property in question is not just like Parcel NS-131-B. The difference is the property owner in 2007 came in and got a specialized subdivision and with the specialized subdivision came a very specific Plat Note. Property owners are aware of what the Plat Note is. If the Plat Note didn't mean anything more than the definitional section of what AP zone is, they wouldn't have an agricultural bonus subdivision. It would mean nothing. It's very specific of what it is and it's defined. The agriculture is defined and that's what makes this so much different. Mr. Thomas stated when he talks about zoning estoppel and bad faith; this is a property owner who knew Plat Note 8.

Gary Horton pulled up two pictures for the Council and stated the first was a photo of the plan that was presented to the engineering department when the grading permit was provided, and the other was the plan that was provided after in February of this year, and in looking at the difference of that, it was definitely in excess of 12,000 yards.

Council Member Carson asked Mr. Horton if they're doing grading that's considered AG grading, do they still need to get a permit for it or are they able to do whatever they like. Mr. Horton replied there is an agricultural exemption for AG permits for grading. That would be considered for a fairly small grading effort and not to this degree or magnitude.

Vice Chair Robinson stated he's an agriculturalist and he's done a lot of grading and land leveling in order to improve productivity and when he reads the code he doesn't see that it's minor grading. He stated if you were wanting to adjust the slope or make modifications to land for agricultural purposes it could be deemed major. He asked Gary Horton if he had a response to that. Mr. Horton replied that he would have to go back and look at the code.

Vice Chair Robinson asked what the proper permit to apply for is if someone wants a private motorcycle track. Dave Thomas replied that for this subdivision someone would have to have a plat amendment and they would have to distinguish the Plat Note.

Community Development Director Patrick Putt explained how the development code and land-use table works. He stated the code identifies all the land-use zoning districts on the east side. It has a list of a series of land uses. Each one of those land uses are either identified as an allowed use, a conditional use, or a temporary use. The way the code is structured goes on to explain if a use is not listed on that table as a conditional, allowed, or temporary, it is prohibited. There is no specific list for a supercross or a motocross track. One can argue that the closest land use in this particular case is that of a seasonal recreation use (motorized). That also implies a commercial use. There is no specific land use enumerated for a private motocross use that has been administered in the code on the east and west side. By virtue of the fact that it's not identified, it would be prohibited.

Vice Chair Robinson stated they have an applicant that has presented in evidence that hasn't been controverted by the staff that as early of 2005 or 2006 or sometime many years ago on another parcel, grading permits for the express purpose of creating a track were not only granted but extended many times. Dave Thomas stated he thinks the dispute they have with that goes back to what a grading permit is. A grading permit is not a land use permit. Vice Chair Robinson asked if someone needs a land-use permit to ride a motorcycle on their land. Mr. Thomas replied a grading permit is something that they do for erosion control purposes and it does not grant use, density, or configuration.

Vice Chair Robinson asked if prior to this issue with Sunrise Ridge if the county had any concern. And if so, did it ever express it with the activities occurring on the out-of-subdivision track that was built beginning in the last ten years? At any time was there an issue with that? Patrick Putt responded that he does not have a personal recollection of a complaint on the lower portion of the property. There may have been, but he's just not aware personally of those being made.

Vice Chair Robinson asked Mr. Luczak with respect to the permit that was issued that expired in May of 2015, did he do any work on the track after that date, and why, if it expired in his previous course of conduct with the county, did he not get an extension. Mr. Luczak replied in the past every time that the permit was about to expire the county would give him a reminder call. He stated with the old engineering department he got into that habit and when he didn't get

a call this time, it slipped his mind to file for the extension. He stated he didn't realize it had expired until December when they put the "stop work" order on there that his permit had lapsed. Vice Chair Robinson stated the permit has an expiration date on it and it's not the county's obligation to notify someone when it expires.

Vice Chair Robinson asked if the definition of agriculture that staff has cited is the same definition that the Council should apply to the agricultural preservation zone. Mr. Thomas replied that's the general definition.

Vice Chair Robinson asked if the creation of the grading that resulted in the track was any kind of development activity that's in contravention that required a permit under the 8 or the AP-40. Mr. Thomas replied it is technically development. Use density configuration is development.

Council Member McMullin stated back in 2009 a letter from the Community Development Department went out to Mr. Luczak regarding a grading permit application that had a sentence stating: "This approval does not include the existing motocross track." She stated Planning knew a track existed, and asked what permit was gotten from the county to get that track in the first place. She asked if a grading permit didn't allow for the track, then what did, and what kind of permit needed to be used if it was converted to commercial purposes in the future. She stated she wanted to know legally what kind of permit was required, if it's not the grading permit, to create the motocross track on NS-131-B. Patrick Putt stated motocross tracks, commercial or private, are not listed or identified on the land-use table. He stated it is his opinion that in order to have a private or commercial motocross track, one would have to amend the Eastern Summit County Development Code and land-use table to establish that use and have the appropriate process to do that. Mr. Putt stated he has not been able to find any permit or permit history or file that speaks to what happened in 2009. Attorney Robert Hilder stated it's his understanding on the first lot in 2009 there was never a permit issued and it's not a complying use, but they're way past any time to enforce that, so it's a non-complying use.

Chair Armstrong stated the grant deed in this particular property talks about that it's subject to any restrictions that may be placed on the property. This is a very clear plat restriction. The plat restriction says the only thing you can do on that property in exchange for the density bonus is stuff that is customarily associated with agriculture. Chair Armstrong stated, “I don't think that a motocross track is customarily associated with agriculture.” Chair Armstrong reviewed that Mr. Luczak previously stated that he builds high-end houses and has worked with many cities and counties, so when he bought this piece of property, as a developer of planning homes he probably read the plan and would understand these restrictions. Chair Armstrong stated the purpose of that AG bonus is to maintain the agricultural community without adding substantially to the infrastructure and he believes Mr. Luczak has done everything to the opposite of that and still gotten the density bonus.

Council Member McMullin stated what disturbs her about the whole situation is that she sees communication from different departments from 2009 to 2015 all of which expressly acknowledge there's motocross happening on one parcel and then the second parcel and nobody ever told Mr. Luczak that he did it wrong and that he should have gotten a different permit. She stated she doesn't know what permit he was supposed to get to cut those trails other than the grading permit, so she completely disagrees with Chair Armstrong's statements. She stated she

believes Mr. Luczak relied upon the county and that permit when he kept doing that which he'd been doing for nine years and nobody ever told him to stop.

Council Member Adair asked: When did the Planning Commission know there was a track? He asked if they are not allowed at all from the county, when did the county know that the lower track was being built let alone when the upper track was being built and why didn't that raise a red flag and say it's allowed not? Council Member Carson stated she believed this was a property rights issue and because of that she goes back to the Land Use Code. She stated she has to respect those other residents that purchased property based on what uses were identified on that plat map. That gave them certainty when they purchased their property, she think it's clear, that the motocross track that Mr. Luczak has built lies outside of the typical agricultural use of a motorcycle. Mr. Luczak asked why the county didn't tell him that and Council Member Carson replied it's not the same as the other track and there is a difference and it's because of that Plat Note and the impact it has being on that hillside that was supposed to be preserved as open space.

Council Member McMullin made a motion at 7:10pm to convene in closed session for deliberation. The motion was seconded by Council Member Carson and passed unanimously, 5 to 0.

Those in attendance were:

Chair Armstrong	**Attorney Hilder**
Vice Chair Robinson	
Member Carson	
Member McMullin	
Member Adiar	

Council Member McMullin made a motion at 7:25pm to leave closed session and return to open session. Council Member Adair seconded and the motion passed, 5-0.

Chair Armstrong asked Mr. Luczak if he ever had any permit issues in Wyoming where he had previously built motocross tracks. Mr. Luczak replied they didn’t have to have a permit because it was their private property and they were allowed to grade without a permit.

Chair Armstrong asked Dave Thomas to give the definition of grading permit once more, and he complied. Chair Armstrong asked Dave Thomas for the current definition of development in Eastern Summit County, the planning code. Mr. Bell stated there is no definition of development in Eastern Summit County and that Title 10 is defined, but Title 11 is not.

Chair Armstrong asked Gary Horton when the Engineering Department gets an application for a grading permit what they are typically looking at. Mr. Horton explained when a grading permit is brought into their office they look at the amount of disturbance, level of disturbance; make sure it's within their property. Depending on the level of disturbance, they'll determine partially the amount of requirements from the applicant. Typically, if they have any question about land use applications, they will go down to the Planning Department, because it's not in their purview,

just to make sure they're not approving something that is contrary to what should be used on that particular site. Every once in a while they may ask for additional information depending on what's supplied, but they typically do not pull up the plat and look at that. Chair Armstrong asked Mr. Horton when they are looking at an application if they are essentially looking for erosion. Mr. Horton replied yes. He stated they understand they have the ability to grade upon their property. One of the things that they don't guarantee is access to a home, or it doesn't guarantee future abilities or rights because it is grading and it needs to have stabilization for erosion control and in the end, it needs to be re-vegetated.

Vice Chair Robinson stated it seems to him that the county has a broken system in that the application was circulated by Planning and Planning said, "We don't approve," and yet the permit was still issued.

MOTION:
VICE CHAIR ROBINSON: Mr. Chair, I'd like to make a motion that we grant the appeal and overturn the decision by the Community Development Director on the grading permit that's engineering permit 14-G-31, concerning Parcel SRRG-1-AM -- if I can read the scribblings here correctly -- based upon the following findings of fact: That the applicant in good faith applied for a grading permit submitting a detailed plan of what he intended to do on the property, and that the permit was issued and it was issued by the Engineering Department in the same fashion as his previous course of conduct had been with the county on adjacent properties, albeit not under the subdivision plat, and that he relied on that grading permit to construct the track that has now been built there and that the county is estopped from, at this point, rescinding that permit. And, furthermore, that this motion be subject to such additional findings of fact and conclusion of law that our county attorney's office may add. I don't believe that this -- there may exist continued issues with respect to what constitutes private versus commercial use and I'm not opining in this motion on that.

COUNCIL MEMBER CARSON: What about going back -- so a grading permit was issued, but it was clearly -- the grading was outside of the plans and there was obviously more dirt. So going back -- having to re-vegetate the property according to the original permit.

VICE CHAIR ROBINSON: I'd be fine with adding the condition that the applicant comply with the terms of the permit. I think that it appears to me that the track is substantially -- the footprint of the track is substantially the same other than minor deviations. I haven't seen evidence to indicate that it deviates significantly from what was submitted in the grading application.

COUNCIL MEMBER CARSON: But more dirt was moved.

VICE-CHAIR ROBINSON: That gets to the question of parsing the excavation for the track versus other agricultural grading that has not been -- you know, which would not require a permit. The way I understand it, agricultural grading is exempt.

COUNCIL MEMBER CARSON: I understood that it would, though, based on the quantity.

VICE CHAIR ROBINSON: They did -- by choosing an engineered grading permit, in other words, in excess of 5,000 cubic yards -- which goes to infinity, I suppose -- I think that that -- had it been the opposite, which is the regular grading application of less than 5,000, and I think there's a different standard of review and it would have been more material to have an overage in the amount of material moved, than it would be in this instance where they chose the engineered version.

COUNCIL MEMBER MCMULLIN: So, no, you're not going to accept that change to your motion?

VICE CHAIR ROBINSON: No, I'm not going to accept that change.

CHAIR ARMSTRONG: So I have a motion from Chris.

COUNCIL MEMBER MCMULLIN: Second.

CHAIR ARMSTRONG: I'm going to vote "no" on this. I don't think that you get estoppel here because estoppel does require clean hands and I don't think you have that. I think you're an experienced developer. I think you had an engagement in Wyoming, whether it was on a road or access or otherwise, so you've had experience with enforcement before. I think as a builder/developer you understand how to read a plat map. I think that the note is clear. And I think all of that for me and even the "see email" annotation on the permit, I believe, should have called your attention, and a reasonable person would have inquired, "What does that mean?" and you didn't do it. And so I think that you actually used the system here to your advantage and that's why I'll be voting no.
Any discussion or comments before we vote?

VICE-CHAIR ROBINSON: I wanted to just say that I wish I weren't in a position of having to make this motion because I don't like the track and I think that it creates a host of problems, but I believe in the rule of law, and for that reason only I am in support of this motion and making it.

COUNCIL MEMBER MCMULLIN: I feel the same way.

CHAIR ARMSTRONG: All in favor?
(The motion passed, 3 to 2, with Vice Chair Robinson, Council Member McMullin, and Council Member Adair all in favor. Chair Armstrong and Council Member Carson were opposed.)

CHAIR ARMSTRONG: Congratulations.

PUBLIC INPUT

Chair Armstrong opened the public input.

There was no public input.

Chair Armstrong closed the public input.

The County Council meeting adjourned at 7:50 p.m.

Council Chair, Roger Armstrong	***County Clerk,*** Kent Jones

MINUTES

SUMMIT COUNTY

BOARD OF COUNTY COUNCIL
TUESDAY JULY 12, 2016
SUMMIT COUNTY COURTHOUSE
COALVILLE, UTAH

PRESENT:

Roger Armstrong, *Council Chair*
Chris Robinson, *Council Vice Chair*
Kim Carson, *Council Member*
Claudia McMullin, *Council Member*

Council Member Adair was excused from the meeting.

BREAKFAST MEETING AT HIGH STAR RANCH

Council Members Armstrong, Carson, Robinson and McMullin met with Lt. Governor Spencer Cox and additional members of the Governor's Office of Economic Development for a breakfast social and tour of the High Star Ranch. Other county staff attending was Jeff Jones, Annette Singleton, and Julie Booth. No action was taken or motions made.

The Council dismissed at 10:00 a.m. to travel to Coalville and reconvene for the canvass of the Primary Election.

OFFICIAL CANVASS OF THE 2016 SUMMIT COUNTY PRIMARY ELECTION

Council Members Armstrong and Carson were in attendance along with County Assessor Steve Martin to serve as the Board of Canvass for the 2016 Summit County Primary Election.

County Clerk Kent Jones and Chief Deputy Clerk Kellie Robinson presented all materials and information for the board members to review and discuss regarding the election. A total of 5145 ballots were cast for a 23.73% return in the first county-wide by-mail election conducted. Mark Watterson was also in attendance representing House 53 candidate Melvin Brown.

After review and discussion of the election materials presented, the final results were declared official by the Board of Canvassers.

All other business being completed, the meeting adjourned at 1:15 p.m.

_____ _____

Roger Armstrong, Chair Kent Jones, Clerk

STAFF REPORT

To:	Summit County Council
From:	Ray Milliner, County Planner
Date of Meeting:	July 20, 2016
Type of Item:	Development Agreement and Major Development – Public Hearing
Process:	Administrative Review

Recommendation: Public hearing and possible approval of the attached ordinance to adopt the development agreement and major development subdivision plat for the Deer Meadows Subdivision in the Tollgate Canyon Area.

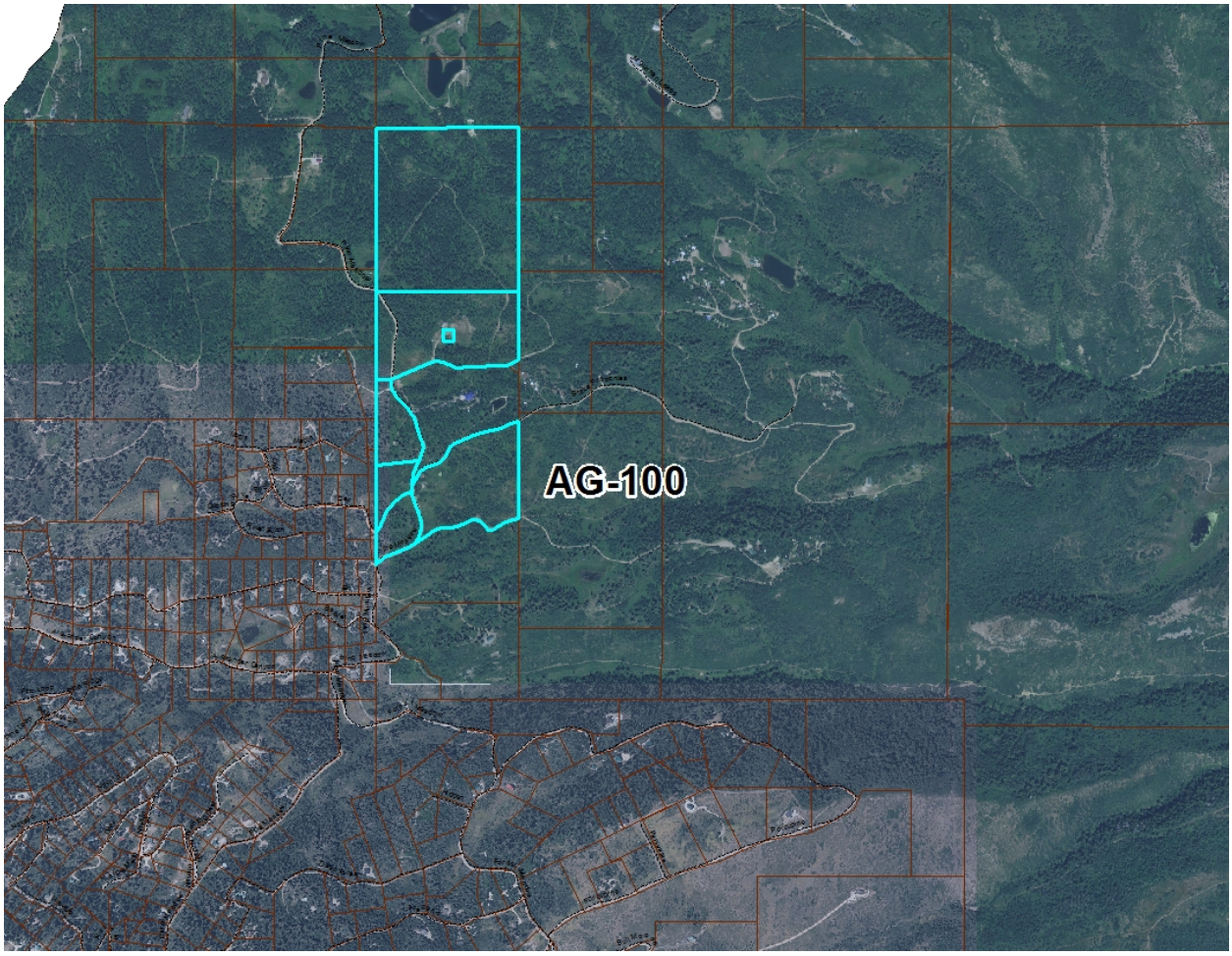
Project Description

Project Name:	Deer Meadows Specially Planned Area Development Agreement and Major Development Subdivision Plat.
Applicant(s):	Doug McAllister
Property Owner(s):	Deer Meadows LLC
Location:	~1963 Pine Meadows Dr.
Zone District & Setbacks:	AG-100;
Adjacent Land Uses:	Rural subdivision, undeveloped land
Existing Uses:	Vacant land, cabins
Parcel Number and Size:	SS-142-E-2-B (4.16 acres); SS-142-E-2-C (3.31 acres); SS-142-E-2-D (5.99 acres); SS-142-E-2-E (17.12 acres); SS-142-E-2-F (21.97); SS-142-E-2-G (47.08 acres); Total – 99.63 acres
Lot of Record Status:	One lot of record

Proposal

The applicant, Doug McAllister, received approval from the Summit County Council (SCC) on October 14, 2015 for a Specially Planned Area with 7 units of density on 99.63 acres in the Toll Gate Canyon area. The property is zoned AG-100. As part of that approval, the applicant is required to submit an application for a Development Agreement, and a Final Subdivision Plat to memorialize the conditions, configuration and public benefits identified in the Specially Planned Area (SPA).

Vicinity Map



Proposal

The SPA approval is for seven (7) single family residential Lots six (6) of which have yet to be built and one (1) of which is an existing cabin structure for a total of seven (7) single family Lots. The lots shall be subject to the same allowed and permitted uses outlined in Chapter 3 of the Code, which pertain to the six (6) Lots whose density is to be extinguished.

No nightly rentals as defined by the Summit County Code shall be allowed on the Property and this requirement shall be addressed in the Project's CC&Rs.

The 6 lots and the existing cabin lot (Uncle Tom's Cabin) will be platted only after six (6) Building Rights have been extinguished from existing Lots of Record within Tollgate Canyon and Pine Meadows. The applicant has submitted an exhibit showing the proposed lots of record to be extinguished. There will be no further development, structures, pads or decks, on any extinguished Lot of Record including the parking or storage of vehicles and trailers. Such restriction will be enforced by a Deed Restriction against the eliminated Lot.

A condition of approval has been added to the subdivision recommendation stating that the final plat cannot be recorded until the development rights for the lots have been eliminated.

Background

In 2008 the applicant applied for a SPA/development agreement that would transfer density from existing lots of record in the Pine Meadows subdivisions to his property creating 8 units. This application was reviewed by the Eastern Summit County Planning Commission (ESCPC) who forwarded a positive recommendation to the County Council. The County Council denied the application based on a failure to provide a benefit to the general public.

In 2010, the applicant returned with a new proposal for a SPA that would create 21 lots on the parcel.

Over the course of 2 years, the project was reviewed by the ESCPC as a work session 5 times, and as a public hearing item 2 times. The Commission voted on the project on January 18, 2012 the result was a 3-3 tie, which meant the SPA application was forwarded to the SCC with no recommendation.

The SCC reviewed the 21-lot SPA proposal on several occasions as well:

- March 14, 2012 – work session
- June 13, 2012 – site visit (Council Members Elliott, Robinson, and Ure)
- June 20, 2012 – work session
- November 28, 2012 – work session

At the November 28, 2012 work session the applicant reduced the proposed number of units from 21 to 8, and left the proposed community benefit package the same.

Following the November 28, 2012 hearing, the application was dormant until May 6, 2015 when the project was again heard as a work session in front of the Council. The SPA was reviewed and approved on October 14, 2015.

On October 14, 2015, the SCC approved an ordinance finding that the Deer Meadows proposal satisfies the requirements for a SPA designation and zone district under the Eastern Summit County Development Code. As a result, the property was rezoned from AG-100 to "Specially Planned Area" (SPA), subject to a development agreement and subdivision plat consistent with that approval.

The purpose of the development agreement is to specifically define the terms and conditions for the development of the property. It defines appropriate land uses and densities and defines site layout requirements, infrastructure design standards, public facilities and amenities required to meet the needs of future residents of the project.

Community Benefits

In order to receive the additional density, the applicant must demonstrate that the proposal is in the best interest of the health, safety, and welfare of the residents of Summit County, and that there are tangible community benefits. The applicant has proposed the following community benefits:

- Deer Meadows LLC will establish a 0.5% perpetual Real Estate Transfer Fee which will provide funds that benefit Tollgate Canyon. Transfer Fee to be paid to the Pine Meadows Ranch Home Owners Association at time of each transfer of real estate after the initial sale by the Master Developer.

- Master Developer shall enter into an agreement by which future lot owners will participate in funding annual snow plowing.

- Deer Meadows LLC will provide a onetime donation of $5,000.00 to the North Summit Fire District after final approval of the project and prior to recording of the final plat. Said funds will be used according to the discretion of the Fire Chief of North Summit Fire District in a manner that will benefit the Tollgate Canyon area.

- Deer Meadows LLC will provide a onetime donation of $5,000 to the Pine Meadows Ranch HOA after final approval of the project and prior to recording of the final plat. Said funds will be used toward the Pine Meadows Playground.

- Deer Meadows lots will pay all regular and special assessments of the Pine Meadow Ranch HOA including yearly dues, yearly road maintenance fees, and building impact fees. A $5,000.00 HOA impact fee will be paid to the HOA at the time of permitting of each new lot. Funds can be used for road improvements.

Development Agreement Review and Analysis

Section 11-6-9 of the Eastern Summit County Development Code establishes the criteria for approval of a development agreement. The County Council shall determine that the application meets the criteria listed below.

Criteria 1: The development agreement has been duly adopted in accordance with the provisions stated in this section. **COMPLIES**

> **Analysis:** The proposed development agreement has been reviewed and prepared pursuant to the requirements of this Code.

Criteria 2: The development agreement includes written consent by each landowner whose properties are included within the area described. **COMPLIES**

Analysis: The applicant is the owner of all properties within the boundaries of the proposed SPA.

Criteria 3: The SCC, after receipt of a recommendation from the Eastern Summit County Planning Commission and review and consideration of the development agreement, finds that the specific proposals, terms and conditions contained in the agreement are consistent with the intent of the general plan, result in benefits to the general public that would not otherwise occur under the literal application of this title, and provides a more flexible way to more effectively protect the health, safety and general welfare of the public. **COMPLIES**

Analysis: The Eastern Summit County General Plan states:

> "2.1 GOAL: Develop land use codes which balance the diversity of desires of Eastern Summit County residents, including private property rights.
>
> b. Ensure that all new development has adequate resources and infrastructure to support the proposed intensity of use, and work to ensure that the infrastructure costs of new development are proportionally borne by the developer
>
> a. Ensure 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."

The proposed development will keep the existing density in the area the same. The proposal will provide public benefits to the neighboring property owners that would not be available were the proposed lots to be extinguished developed. The applicant has demonstrated that he can provide water, septic, electricity and other necessary utilities to the site in a safe and efficient manner. The proposed building sites are located off of ridgelines, away from sensitive lands such as wetlands and streams, and will be designed to mitigate issues related to fire.

As part of the SPA review, the SCC found that the approval of the SPA will not adversely affect the public health, safety, and general welfare due to the fact that the proposal is density neutral, and the benefits provided will help improve the roads and fire protection in the immediate area.

Criteria 4: Development allowed under a development agreement shall comply with the development evaluation standards in chapter 2 of this title, the infrastructure standards in this chapter, and all other criteria described in sections 11-3-10 and 11-4-10 of this title. **COMPLIES**

Analysis: Staff review has reviewed the application for compliance with the standards established in Chapter 2 of the Eastern Summit County Development Code, and found the following:

Code Requirement	Analysis	Finding
1. Agriculture	The use will neither hinder nor eliminate any existing agricultural operations in the area. It will not hinder the existing irrigation systems in the area.	**COMPLIES**
2. Water and Sewage	Water for the proposed Lots shall consist of wells and waterlines constructed by Developer. Developer is responsible for providing the installation of a 5000 gallon water tank on each of the proposed Lots. Existing Lots of Record within the jurisdiction of the Pine Meadows Municipal Water Company, shall upon extinguishing the existing Building Right, relinquish its water right. The Eastern Summit County Water Conservancy Special Service District has reviewed and approved the percolation tests performed on each of the proposed Lots and recommends individual septic tanks and drain field systems for each proposed Lot.	**COMPLIES**
3. Natural Resources	The Developer shall adhere to all standards and regulations as set forth by the North Summit Fire District. Developer shall comply with the requirements of the Summit County Code, Title 4, Chapter 4, Noxious Weeds.	**COMPLIES**
4. County Infrastructure, Facilities and Services	The County shall provide all County services to the Project that it provides from time-to-time to other residents and properties within the County including, but not limited to, police, fire and other emergency services. The County shall not be required to provide services to the private roads in the Project such as snow removal, cleaning, maintenance, etc.	**COMPLIES**
5. Infrastructure Design and Maintenance	No new roads are proposed to serve the Project. Per a separate, written agreement with the Pine Meadow Ranch Homeowner's Association,	**COMPLIES**

	Developer, or successor Lot owner(s) shall contribute annually towards private winter snowplowing services, servicing the roads that provide access to the Property.	

Criteria 5: When appropriate, based on the size of the project, the landowner or applicant agrees to, at a minimum, contribute all capital improvements and facilities necessary to mitigate the impacts of the project on the county and special districts. **COMPLIES**

> **Analysis:** No new roads are proposed to serve the Project. Each individual lot will provide a septic system, and water will be provided by a well on site. The applicant has agreed to make a $5,000 contribution to the North Summit Fire District that would be required prior to recordation of the final subdivision plat.

Criteria 6: The landowner or applicant will mitigate all fiscal impacts on the general public. **COMPLIES**

> **Analysis:** The applicant has agreed to provide public benefits to the County in exchange for the proposed density. Benefits are featured above.

Criteria 7: Development shall not be permitted to create unacceptable construction management impacts. **COMPLIES**

> **Analysis:** The proposed development will use existing road infrastructure, and will result in the creation of 7 residential lots. It is anticipated that the construction management techniques used to build the homes will be consistent with those used in other areas of the County. Regardless, these techniques will be reviewed and monitored by the County Building Department to ensure that no unacceptable impacts are created during construction.

Criteria 8: While a creative approach to the development and use of the land and related physical facilities may be allowed by a development agreement, all development approved in the agreement shall meet or exceed development quality objectives of this title, and the development quality and objectives described in title 10 of this code when the proposed development is adjacent to the Snyderville Basin planning district. **COMPLIES**

> **Analysis:** The project is not adjacent to the Snyderville Basin Planning District. All development applications for the property will be reviewed for compliance with the requirements of the Development Code, the International Residential Code and the proposed development agreement prior to the issue of a building permit.

Criteria 9: The development shall be consistent with the goal of orderly growth and minimize construction impacts on public infrastructure within eastern Summit County. **COMPLIES**

> **Analysis:** The proposed lots range from approximately 25 acres to just over 4 acres in size. The general distribution of the lots on site is such that it will preserve the open space feel of the property. The elimination of the existing lots will mitigate any increase in traffic impacts on the immediate area and will provide additional benefits to the County that otherwise would not be available.

Criteria 10: The development shall protect life and property from natural and manmade hazards. **COMPLIES**

> **Analysis:** The development configuration of the SPA was designed such that approximately 90% of the overall property remains Open Space. There have been building envelopes established to avoid building on wetlands and to preserve existing large trees or other desired vegetation.

Criteria 11: The development shall prevent harm to neighboring properties and lands, including nuisances. **COMPLIES**

> **Analysis**: The applicant has agreed to extinguish the same number of development rights that the proposal is creating. This creates a situation where the impact of the proposal on traffic, fire, septic, water etc. in the area will remain essentially constant. The proposed public benefits will provide improvements that otherwise would not occur, were the extinguished lots developed. The uses proposed on the lots are similar in size and scale to other developments in the immediate area. Therefore, it is anticipated that the SPA will have no negative effect on the social, cultural and rural values of Eastern Summit County.

Subdivision Plat Review and Analysis

Section 11-4-10 of the Development Code states that before an application being considered for a major development can be approved, including a SPA plan, the application shall conform to the following criteria:

Criteria 1: All aspects of the specific proposal shall be in compliance with the development evaluation standards provided in Chapter 2 of this title. **COMPLIES**

> **Analysis:** Review of the project indicates that it meets the standards established in chapter 2 (see analysis from Criteria #4 in the Development Agreement section above).

Criteria 2: The project, unless specifically involving a SPA, shall comply with all zoning requirements described in chapter 3 of this title. **COMPLIES**

Analysis: This application does involve a SPA which was reviewed and approved by the County Council on October 14, 2015**.**

Criteria 3: The project shall comply with the infrastructure standards in chapter 6 of this title. **COMPLIES**

Analysis: Prior to the commencement of development activity on any Lot designated on the Final Subdivision Plat, or before the commencement of construction on any structure authorized in the development agreement, a Building Permit must be obtained from the County in accordance with all applicable requirements of the Code. Further, a Development Improvements Agreement between the Engineering Department and the applicant shall be required prior to the installation of project improvements, if any.

Criteria 4: All new lots created shall be clustered to the greatest extent possible and practicable, or in a manner generally consistent with the objectives of the general plan. **COMPLIES**

Analysis: The development configuration of the property leaves approximately 90% of the overall Property as Open Space. The SCC found that this configuration was consistent with the Eastern Summit County General Plan and the general development pattern of the immediate area.

Criteria 5: The proposal shall ensure orderly growth within eastern Summit County. **COMPLIES**

Analysis: The proposed lots range from approximately 25 acres to just over 4 acres in size. The general distribution of the lots on site is such that it will preserve the open space feel of the property. The elimination of the existing lots will mitigate any increase in traffic impacts on the immediate area and will provide additional benefits to the County that otherwise would not be available.

Criteria 6: The proposal shall protect life and property from natural or manmade hazards. **COMPLIES**

Analysis: The development configuration of the SPA was designed such that approximately 90% of the overall Property remains Open Space. There have been building envelopes established to avoid building on wetlands and to preserve existing large trees or other desired vegetation.

Criteria 7: The proposal shall prevent harm to neighboring properties and lands, including nuisances. **COMPLIES**

Analysis: The applicant has agreed to extinguish the same number of development rights that the proposal is creating. This creates a situation where the impact of the proposal on traffic, fire, septic, water etc. in the area will remain essentially constant. The proposed public benefits will provide improvements that otherwise would not occur, were the extinguished lots developed. The uses proposed on the lots are similar in size and scale to other developments in the immediate area. Therefore, it is anticipated that the SPA will have no negative effect on the social, cultural and rural values of Eastern Summit County.

Criteria 8: Development that will adversely affect the rural, small town character of eastern Summit County in a significant manner is not appropriate and shall not be approved. **COMPLIES**

Analysis: The Project is compatible with and does not adversely affect in a significant manner the rural, agricultural, and small town character of Eastern Summit County.

Criteria 9: The proposal shall not adversely affect the overall safety, health, and general welfare of the public. **COMPLIES**

Analysis: The Deer Meadows SPA provides substantial, tangible benefits to the general public of Eastern Summit County that significantly outweigh those that would be derived if the development occurred under the provisions of the existing zone. The provisions of those benefits and amenities have been taken into consideration by the County in granting increased residential densities on the Project.

Recommendation

Staff recommends that the SCC review the proposed Development Agreement and Subdivision Plat for the Deer Meadows SPA for compliance with the criteria in the Development Code, conduct a public hearing and approve the application per the findings of fact, conclusions of law and conditions of approval in this staff report.

A separate motion is requested for each application.

Findings of Fact for Development Agreement

1. The applicant is the owner of parcels SS-142-E-2-B (4.16 acres); SS-142-E-2-C (3.31 acres); SS-142-E-2-D (5.99 acres); SS-142-E-2-E (17.12 acres); SS-142-E-2-F (21.97); SS-142-E-2-G (47.08 acres);
2. Combined there is a total of 99.63 acres on site.
3. The property is zoned Agricultural (AG-100).
4. The applicant is the owner of all properties within the boundaries of the proposed SPA.
5. On October 14, 2015, the SCC approved an ordinance finding that the Deer Meadows proposal satisfies the requirements for a SPA designation and zone district under the

Eastern Summit County Development Code.

6. On October 14, 2015 the property was rezoned from AG-100 to "SPA" (SPA), subject to a development agreement and subdivision plat consistent with that approval.
7. The purpose of the development agreement is to specifically define the terms and conditions for the development of the property.
8. The applicant proposes seven (7) single family residential lots six (6) of which have yet to be built and one (1) of which is an existing cabin structure for a total of seven (7) single family lots.
9. The new 6 lots and the existing cabin lot will be platted only after six (6) Building Rights have been extinguished from existing Lots of Record within Tollgate Canyon and Pine Meadows.
10. There will be no further development, structures, pads or decks, on any extinguished Lot of Record including the parking or storage of vehicles and trailers. Such restriction will be enforced by a Deed Restriction against the eliminated Lot.
11. The proposed development will keep the existing density in the area the same.
12. The elimination of the existing lots will mitigate any increase in traffic impacts on the immediate area and will provide additional benefits to the County that otherwise would not be available.
13. The uses proposed on the lots are similar in size and scale to other developments in the immediate area.
14. The applicant has demonstrated that he can provide water, septic, electricity and other necessary utilities to the site in a safe and efficient manner.
15. The proposed building sites are located off of ridgelines, away from sensitive lands such as wetlands and streams, and will be designed to mitigate issues related to fire.
16. The Project complies with the development evaluation standards described in Chapter 2 of the Code, the criteria for approving a SPA described in Chapter 4 of the Code, and the requirements of a development agreement described in Chapter 6 of the Code.

Conclusions of Law:

1. There is good cause for this Development Agreement.
2. The proposed Development Agreement as conditioned complies with all requirements of the Eastern Summit County Development Code.
3. The Development Agreement as conditioned is consistent with the Eastern Summit County General Plan, as amended.
4. The Development Agreement is not detrimental to public health, safety and welfare, as the proposal will keep the existing density and uses the same.
5. The Development Agreement is compatible with the existing neighborhood character and will not adversely affect surrounding land uses.
6. The effects of any differences in use or scale have been mitigated through careful planning.

Conditions of Approval:

1. The applicant shall adhere to all conditions and requirements as written in the

Development Agreement.

Findings of Fact for the Subdivision Plat

1. The applicant is the owner of parcels SS-142-E-2-B (4.16 acres); SS-142-E-2-C (3.31 acres); SS-142-E-2-D (5.99 acres); SS-142-E-2-E (17.12 acres); SS-142-E-2-F (21.97); SS-142-E-2-G (47.08 acres);
2. Combined there is a total of 99.63 acres on site.
3. The property is zoned Agricultural (AG-100).
4. The applicant is the owner of all properties within the boundaries of the proposed SPA.
5. On October 14, 2015, the SCC approved an ordinance finding that the Deer Meadows proposal satisfies the requirements for a SPA designation and zone district under the Eastern Summit County Development Code.
6. On October 14, 2015 the property was rezoned from AG-100 to "SPA" (SPA), subject to a development agreement and subdivision plat consistent with that approval.
7. The applicant proposes seven (7) single family residential lots six (6) of which have yet to be built and one (1) of which is an existing cabin structure for a total of seven (7) single family lots.
8. The new 6 lots and the existing cabin lot will be platted only after six (6) Building Rights have been extinguished from existing Lots of Record within Tollgate Canyon and Pine Meadows.
9. There will be no further development, structures, pads or decks, on any extinguished Lot of Record including the parking or storage of vehicles and trailers. Such restriction will be enforced by a Deed Restriction against the eliminated Lot.
10. The proposed development will keep the existing density in the area the same.
11. The elimination of the existing lots will mitigate any increase in traffic impacts on the immediate area and will provide additional benefits to the County that otherwise would not be available.
12. The uses proposed on the lots are similar in size and scale to other developments in the immediate area.
13. The applicant has demonstrated that he can provide water, septic, electricity and other necessary utilities to the site in a safe and efficient manner.
14. The proposed building sites are located off of ridgelines, away from sensitive lands such as wetlands and streams, and will be designed to mitigate issues related to fire.
15. The Project complies with the development evaluation standards described in Chapter 2 of the Code, the criteria for approving a SPA described in Chapter 4 of the Code, and the requirements of a development agreement described in Chapter 6 of the Code.

Conclusions of Law:

1. There is good cause for this Development Agreement.
2. The proposed Development Agreement as conditioned complies with all requirements of the Eastern Summit County Development Code.

3. The Development Agreement as conditioned is consistent with the Eastern Summit County General Plan, as amended.
4. The Development Agreement is not detrimental to public health, safety and welfare, as the proposal will keep the existing density and uses the same.
5. The Development Agreement is compatible with the existing neighborhood character and will not adversely affect surrounding land uses.
6. The effects of any differences in use or scale have been mitigated through careful planning.

Conditions of Approval:

1. The applicant may not record the Deer Meadows Final Subdivision Plat until after the deed restrictions are recorded against the 6 Pine Meadows Lots proposed to be extinguished.
2. Prior to the issuance of any building, grading or other related development permit for the Project, the applicant shall obtain final building plan approval from the County in accordance with the provisions of the approved Development Agreement.

Attachments

Exhibit A –	Proposed Ordinance with Development Agreement
Exhibit B-	Proposed Subdivision Plat
Exhibit C -	Pine Meadows Lots to be extinguished
Exhibit D -	Approved SPA Ordinance
Exhibit E -	Eastern Summit County Sewer Advisory Committee Approval
Exhibit F -	Public Comment

SUMMIT COUNTY
ORDINANCE NO. ___

AN ORDINANCE TO APPROVE THE MASTER DEVELOPMENT AGREEMENT FOR THE DEER MEADOWS SUBDIVISION

PREAMBLE

WHEREAS, this matter came before the Summit County Council [hereinafter "County Council"] for consideration of a SPA [hereinafter "SPA"] for the Deer Meadows property, pursuant to an application submitted by Deer Meadows, LLC; and,

WHEREAS, the County Land Use Development and Management Act, U.C.A. 17-27a-101 et. seq., (1953), as amended, as well as the Eastern Summit County Development Code, §11-6-10 provides the County Council with the statutory authority to approve development agreements; and,

WHEREAS, Deer Meadows, LLC is the owner of property totaling approximately 99.63 acres of land located within the Tollgate Canyon area of Eastern Summit County; and,

WHEREAS, there currently exists one residential unit on the Deer Meadows, LLC property; and

WHEREAS, the Deer Meadows, LLC property is currently zoned AG-100 [Agricultural use with a residential density of one (1) dwelling unit per one hundred (100) acres] in an area of recreation facilities and cabins and under such base zoning is therefore eligible for no additional dwelling units; and

WHEREAS, following a lawfully advertised public hearing, the Deer Meadows SPA and Subdivision Application received no recommendation for either approval or denial by action of the Planning Commission taken on January 18, 2012. The Council held a lawfully advertised public hearing on October 14, 2015 and during a lawfully advertised public meeting on that same date approved the Deer Meadows SPA under the processes and procedures set forth in the Code and the General Plan; and,

WHEREAS, an appropriate form of development agreement which addresses a more detailed level of design plan and site plan review is necessary to implement the SPA Zoning District; and,

WHEREAS, the Deer Meadows Subdivision, as reflected in and conditioned by the terms and conditions of this development agreement, is in conformity and compliance with the General Plan, the provisions of the Code, and all other development requirements of the County.; and

WHEREAS, the developer has committed to comply with all appropriate infrastructure requirements of the Code, and all appropriate criteria and standards described in this

EXHIBIT A

development agreement; and

WHEREAS, a public hearing was held to receive public comment and allow for Deer Meadows, LLC and the planning staff to make presentations to the public and Summit County Council in regard to the application on September 23, 2015, due process having been afforded to all who participated;

NOW THEREFORE, the County Legislative Body of the County of Summit, the State of Utah, ordains as follows:

Section 1. **Adoption.**

The Master Development Agreement for the Deer Meadows Subdivision is hereby adopted by Summit County, and the Council Chair is authorized to sign and execute the Development Agreement and all necessary exhibits on behalf of Summit County.

Section 2. **No Rights Created in Third Parties**.

This Ordinance is not intended to, nor shall it be construed to create any rights, claims, or causes of action in third parties other than as specifically defined in the Development Agreement.

Section 3. **Savings Clause**.

In the event one or more of the provisions of this Ordinance shall, for any reason, be held to be unenforceable or invalid in any respect under any applicable laws, such unenforceability or invalidity shall not affect any other provision; and in such an event, this Ordinance shall be construed as if such unenforceable or invalid provision had never been contained herein.

Section 4. **Effective Date.**

This Ordinance shall become effective after publication of such in accordance with applicable State law.

APPROVED, ADOPTED, AND PASSED and ordered published by the Summit County Council, this ____ day of _____, 2016.

SUMMIT COUNTY COUNCIL

By:_____
Roger Armstrong Chairman

Councilperson McMullin voted:_____
Councilperson Adair voted:_____
Councilperson Carson voted:_____
Councilperson Robinson voted:_____

EXHIBIT A

ATTEST:

_____
County Clerk
Summit County, Utah

APPROVED AS TO FORM:

_____
Deputy County Attorney
Summit County, Utah

EXHIBIT A

MASTER DEVELOPMENT AGREEMENT
FOR THE
DEER MEADOWS SUBDIVISION

July 15, 2016

EXHIBIT A

WHEN RECORDED, RETURN TO:

Summit County Attorney's Office
60 North Main Street
PO Box 128
Coalville, Utah 84017

MASTER DEVELOPMENT AGREEMENT
DEER MEADOWS SPECIALLY PLANNED AREA

THIS MASTER DEVELOPMENT AGREEMENT is made and entered into as of the ____day of _____, 2016, by and between **Summit County**, a political subdivision of the State of Utah (the "County"), and **Deer Meadows LLC.**, a Utah limited liability company, ("Developer") (collectively referred to as the "Parties").

ARTICLE 1
DEFINITIONS

As used in this Master Development Agreement, the words and phrases specified below shall have the following meanings:

Act means the County Land Use, Development, and Management Act, Utah Code Ann. §17-27a-101, *et seq.* (2005) (as amended).

Applicant means a person or entity submitting a Development Application.

Building Permit means a permit issued pursuant to the requirements of the Eastern Summit County Development Code, Uniform Building Code and related building codes as applicable in the Eastern Summit County Planning District, including permits for grading, footings and foundations and construction of other improvements.

Buildout means the completion of all of the development on the entire Project.

CC&R's means the Conditions, Covenants and Restrictions regarding certain aspects of design and construction on the Property to be recorded in the chain of title on the Property.

Code means the Eastern Summit County Development Code adopted May, 1996 (as amended).

EXHIBIT A

Construction Plan means the maps or drawings accompanying a Final Subdivision Plat or Site Plan and showing the specific location and design of improvements to be installed on the site of the Project in accordance with the conditions of approval of the Site Plan or Final Subdivision Plat.

Council means the elected County Council of Summit County.

County means Summit County, a political subdivision of the State of Utah.

County Manager means the executive official of Summit County.

Deer Meadows Specially Planned Area or Deer Meadows SPA means the zone district adopted by Ordinance No. 850 for the purposes of permitting the adoption of a comprehensive development plan specifically required to implement the unique uses, densities, development locations, and programs and other features of the Property.

Deer Meadows Subdivision means a comprehensive plan set forth in this MDA, which shall designate all development parameters, site plans and plats, and location of public amenities which service the Project.

Developer means Deer Meadows, L.L.C., a Utah limited liability company, and its assignees or transferees as permitted by this MDA.

Development Application means an application to the County for development, including a Building Permit or any other permit, certificate or other authorization from the County required for development of the Project.

Development Improvements Agreement means 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 the Final Subdivision Plat is approved, unless extension is permitted by the County Engineer upon written request by Developer. Such agreements are generally governed by Chapter 6 of the Code.

Director means the Summit County Community Development Director.

Effective Date means the effective date of the Summit County Ordinance that approves this Agreement.

Exhibit means an exhibit attached to this Master Development Agreement.

EXHIBIT A

Final Subdivision Plat means the recordable map or other graphical representation of land and any accompanying material prepared in accordance with the Eastern Summit County Development Code and Utah Code Ann. § 17-27a-603 (2015) (as amended) and approved by the County.

General Plan means the Eastern Summit County General Plan, adopted May 6, 1996 and updated August 25, 2010.

Homeowner Association(s) (or "HOA(s)") means an association formed pursuant to Utah law to perform the functions of an association of property owners.

Intended Uses means the approved uses of all or portions of the Project for residential or other appropriate uses.

Land Use Laws means 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 Master Development Agreement, and may be amended from time to time.

Lot means a portion of the Property, whether improved or unimproved, which may be independently owned and conveyed, and upon which improvements are intended for development, use, and occupancy. Roadways, designated trails, and public facilities located within the Property shall be excluded from the above definition of Lot. The term shall refer to land, if any, which is part of the Lot as well as any improvements on the Lot. The boundaries of each Lot shall be shown on the Deer Meadows Final Subdivision Plat.

MDA means this Master Development Agreement including all of its Exhibits.

Notice means any notice to or from any party to this MDA that is either required or permitted to be given to another party.

Open Space means any land which is in, either: an open and undeveloped condition including, without limitation, non-buildable areas contained within Lots, natural areas, wildlife or native plant habitat, wetlands, watersheds, streams and stream corridors, wildlife preserves; preserved historic sites; areas for active or passive recreational activities including, without limitation, HOA common areas.

Planning Commission means the Eastern Summit County Planning Commission.

Project means the development to be constructed on the Property pursuant to this MDA.

EXHIBIT A

Project Development Plan means the plan for the Property, attached as **Exhibit "B,"** which reflects the location and configuration of development, roadways, easements, designated trails, zones of disturbance and public facilities within the Property.

Property means that approximately one hundred (100) acres of real property owned or controlled by Developer more fully described in **Exhibit "A."**

Staff means the Community Development Department staff of Summit County, State of Utah.

Subdivision means the division of any portion of the Project into a subdivision pursuant to State Law and/or the Code.

Subdivision Application means the application to create a Subdivision.

ARTICLE 2
RECITALS

2.1: The recitals in the remainder of this section, together with the findings set forth in Article 3, are an integral part of this MDA and are a part of the consideration for each party's entry into this MDA.

2.2: Developer is the record owner of the Property or has contractual rights to acquire any such portions as are not owned of record by Developer.

2.3: Developer has proposed the Subdivision on the Property to be known as the Deer Meadows Subdivision, which shall be constructed within certain development locations designated in the Deer Meadows SPA. This MDA serves to implement the Deer Meadows SPA Ordinance No. 850, in accordance with the provisions of the Code and the General Plan.

2.4: Consistent with the General Plan, Code and land use maps, the County has approved this MDA and a new SPA zone district classifying the Property as the Deer Meadows Zone District, and setting forth therein such land use classifications, residential densities and development locations as are permitted.

2.5: Developer has proposed specific plans and plats with respect to the Deer Meadows Subdivision. The Deer Meadows Subdivision has been specifically planned in response to direction from the Staff, Planning Commission, and Council.

EXHIBIT A

2.6: The County therefore desires to establish the Deer Meadows Subdivision under the Specially Planned Area provisions of the Code and the General Plan for the purpose of implementing development standards and processes that are consistent therewith.

2.7: This MDA, which implements the Deer Meadows SPA, provides detailed data regarding the Deer Meadows Subdivision plat, site plan, and other relevant data. The County and Developer agree that each shall comply with the standards and procedures contemplated by the Deer Meadows SPA, this MDA and its accompanying exhibits, the Code, and the General Plan with respect to the required development approvals.

2.8: Developer and the County desire to clarify certain standards and procedures that will be applied to certain administrative approvals contemplated in connection with the development of the Deer Meadows Subdivision and the construction of improvements of benefit to the Property and to address requirements for certain public amenities.

2.9: The County also desires to receive certain public benefits and amenities, and Developer is willing to provide these public amenities in consideration of the agreement of the County to the terms of this MDA.

2.10: 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 Deer Meadows Subdivision, and, in the exercise of its legislative discretion, has elected to approve the use, density, and general configuration pursuant to the Deer Meadows SPA, resulting in the negotiation, consideration, and approval of this MDA after all necessary public hearings.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the County and Developer hereby agree to the following:

ARTICLE 3
FINDINGS

The Council, acting in its legislative capacity, has made the following determinations with respect to the Deer Meadows Subdivision set forth in this Article 3, including all findings of fact and conclusions of law as are necessary to make each of such determinations.

EXHIBIT A

3.1: Following a lawfully advertised public hearing, the Deer Meadows SPA and Subdivision Application received no recommendation for either approval or denial by action of the Planning Commission taken on January 18, 2012. The Council held a lawfully advertised public hearing on October 14, 2015 and during a lawfully advertised public meeting on that same date approved the Deer Meadows SPA under the processes and procedures set forth in the Code and the General Plan. The Council made such findings of fact and conclusions of law 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.

3.2: The Deer Meadows Subdivision, as reflected in and conditioned by the terms and conditions of this MDA, is in conformity and compliance with the General Plan, the provisions of the Code, and all other development requirements of the County.

3.3: Developer has committed to comply with all appropriate infrastructure requirements of the Code, and all appropriate criteria and standards described in this MDA.

3.4: The Deer Meadows SPA provides substantial, tangible benefits to the general public of Eastern Summit County that significantly outweigh those that would be derived if the development occurred under the provisions of the existing zone. The provisions of those benefits and amenities have been taken into consideration by the County in granting increased residential densities on the Project.

3.5: There are unique circumstances that justify the use of a Specially Planned Area, above the normal limitations and allowances of the underlying zone including: (i) the land is zoned for agricultural purposes in an area of recreation facilities and cabins; (ii) the zoning designation of the Property (Agricultural, or AG-100) will not allow for further subdividing without a Specially Planned Area approval ; and (iii) there is an existing road infrastructure which will serve the majority of the residences of the Property.

3.6: The Project is compatible with and does not adversely affect in a significant manner the rural, agricultural, and small town character of Eastern Summit County.

3.7: The Project will not adversely affect neither the social, cultural, and rural values and institutions of Eastern Summit County nor the public health safety and general welfare of the County.

3.8: The Project furthers the goals and objectives of the General Plan.

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3.9: All Lots proposed within the Deer Meadows Subdivision are clustered to the greatest extent possible and practicable, or in a manner compatible with the objectives of the General Plan.

3.10: The Project ensures orderly growth within Eastern Summit County.

3.11: The Project protects life and property from natural or manmade hazards.

3.12: The Project prevents harm to neighboring properties and lands, including nuisances.

3.13: The Project complies with the development evaluation standards described in Chapter 2 of the Code, the criteria for approving a Specially Planned Area described in Chapter 4 of the Code, and the requirements of a development agreement described in Chapter 6 of the Code.

ARTICLE 4
THE PROJECT

4.1: Description of the Project: The Property covered by this MDA is located in Tollgate Canyon of Summit County. The Property consists of approximately 100 acres of real property and is more specifically identified in **Exhibit "A."**. The Project consists of seven (7) single family residential lots six (6) of which have yet to be built and one (1) of which is an existing cabin structure as shown on the Project Development Plan, attached hereto as **Exhibit "B".** A Final Subdivision Plat has been prepared consisting of seven (7) single family residential lots six (6) of which have yet to be built and one (1) of which is an existing cabin structure, attached hereto as **Exhibit "C".**

4.2: Legal Description of the Property: The legal description of the Property included within the Deer Meadows Subdivision is set forth in **Exhibit "A"** of this MDA. No property may be added to the legal description of the Deer Meadows Subdivision for the purposes of this MDA, except by written amendment. Unless expressly set forth in this MDA, this MDA shall not affect any land other than the Property.

4.3: Approved Use, Density, and Configuration: This MDA shall, subject to the conditions and requirements of this MDA, vest with respect to the Deer Meadows Subdivision as to the uses, densities, configuration, massing, design guidelines and methods, development standards, the site plan, plat and other approval processes, road placements and designs (including the size of the road), road grades, road curbs, cuts and connections and other improvements as reflected in the MDA All Exhibits shall be deemed a part of this MDA and shall be binding upon all parties hereto.

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4.4: Permitted Uses and Densities: Seven (7) single family residential Lots six (6) of which have yet to be built and one (1) of which is an existing cabin structure for a total of seven (7) single family Lots. The Property and the above-described Lots shall be subject to the same allowed and permitted uses outlined in Chapter 3 of the Code, which pertain to the six (6) Lots whose density is to be extinguished as discussed in Article 4.5.

No nightly rentals as defined by the Summit County Code shall be allowed on the Property and this requirement shall be addressed in the Project's CC&Rs.

4.5: Pine Meadows Density Extinguishment: As part of the consideration for the Deer Meadows SPA and this MDA, Developer has agreed to extinguish density associated with six (6) Lots within the adjacent and platted Pine Meadow Ranch subdivision, recorded on _____ as Entry _____ in Book _____ at Pages _____ in the Official Records of Summit County, Utah (hereinafter referred to as the "Pine Meadows Lots" or singularly as "Pine Meadows Lot"). The Pine Meadows Lots are described in **Exhibit "D."** As required by the Deer Meadows SPA, Staff has confirmed that the Pine Meadows Lots are buildable Lots per the Code. Developer shall submit a sample deed restriction to be recorded against the Pine Meadows Lots, which shall be approved as to form by both Staff and the County Attorney's Office. At the time of approval of this MDA, Developer shall record in the Office of the Summit County Recorder the approved deed restrictions against the Pine Meadows Lots. The recorded deed restrictions shall be deemed proof that the density associated with the Pine Meadows Lots has been extinguished. Developer may not record the Deer Meadows Final Subdivision Plat until after the deed restrictions are recorded against the Pine Meadows Lots. There will be no further development, structures, pads or decks, on the Pine Meadows Lots including the parking or storage of vehicles and trailers. Such restriction shall be enforced by the deed restriction recorded against the Pine Meadows Lots.

4.6: Development Configuration: The development configuration of the Deer Meadows SPA shall be as shown and generally described on the Project Development Plan, attached hereto as **Exhibit "B",** such that approximately 90% of the overall Property remains Open Space. The Parties understand and acknowledge that the exact location and shape of the building envelopes may need to be adjusted due to unforeseen circumstances such as the need to avoid building on wetlands, preservation of existing large trees or other desired vegetation, or other situations. Any such alterations will be handled administratively by the Deer Meadow HOA. The number of residential sites and the total area designated as building envelopes, shall not be altered as a consequence of any such request.

The building site for the Lot which includes the existing cabin structure may be relocated on the

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Lot to an area further removed from the existing well for the purpose of relocating the septic tank and drain field away from the existing well. In the event the existing cabin structure is removed, the site shall be revegetated to meet County standards.

4.7: Project Phasing: Developer may apply for Building Permit(s) from time-to-time to develop and/or construct portions of the Project in phases.

4.8: Building Permit Required: Prior to the commencement of development activity on any Lot designated on the Final Subdivision Plat, or before the commencement of construction on any structure authorized in this MDA, a Building Permit must be obtained from the County in accordance with all applicable requirements of the Code. Failure to so comply shall be grounds for revocation of Site Plan approval or denial/revocation of Building Permits issued for such Lot.

4.9: Approval of Final Subdivision Plat: Approval of this Development Agreement shall constitute final subdivision plat approval in accordance with the requirements of the Code and the General Plan for the Property as indicated in the attached Exhibits. Prior to the issuance of any building, grading or other related development permit for the Project, the Developer shall obtain final building plan approval from the County in accordance with the provisions of this Agreement.

4.10: Development Improvements Agreement Required: A Development Improvements Agreement shall be required prior to the installation of project improvements, if any.

4.11: County and Other Governmental Agency Permits. Before commencement of construction or development of any buildings, structures or other work or improvements upon any portion of the Project, Developer shall, at its expense, secure, or cause to be secured, any and all permits which may be required by the County or any other governmental entity having jurisdiction over the work.

4.12: Water Services: Water for the future lot owners shall consist of wells and waterlines and/or water access from Pine Meadows Mutual Water Company. Each lot owner is responsible for providing the installation of a 5000 gallon water tank.

4.13: Fire Protection: The Developer shall adhere to all standards and regulations as set forth by the North Summit Fire District.

4.14: Septic: The Eastern Summit County Water Conservancy Special Service District has reviewed and approved the percolation tests performed on each of the proposed Lots and recommends individual septic tanks and drain field systems for each proposed Lot.

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4.15: Weed Control: Developer shall comply with the requirements of the Summit County Code, Title 4, Chapter 4, Noxious Weeds.

4.16: Roads: No new roads are proposed to serve the Project. Per a separate, written agreement with the Pine Meadow Ranch Homeowner's Association, Developer, or successor Lot owner(s) shall contribute annually towards private winter snowplowing services, servicing the roads that provide access to the Property.

4.17: Other Service Providers: The Director shall secure input regarding the Project from all other affected agencies and service providers, including but not necessarily limited to the County Health Department and Rocky Mountain Power.

4.18: Provision of Municipal Services. The County shall provide all County services to the Project that it provides from time-to-time to other residents and properties within the County including, but not limited to, police, fire and other emergency services. The County shall not be required to provide services to the private roads in the Project such as snow removal, cleaning, maintenance, etc.

4.19: Homeowner's Association and Future Maintenance: Prior to Final Subdivision Plat recordation, Developer shall establish a Homeowners Association for the Property and shall prepare CC&R's outlining ongoing maintenance of Project improvements. Documents shall include provisions for enforceability of the CC&R's, payment of dues to cover associated maintenance of improvements and annual road maintenance fees for offsite roads within the Tollgate Canyon area. The HOA shall be responsible for the implementation and enforcement of the CC&R's. The Pine Meadows Design guidelines shall establish a minimum basis for future residential construction. Unless there is an impact on any of the Community Benefits outlined in Article 5 herein, the CC&R's may be amended by the processes specified in the CC&R's without any requirement of approval of such amendments by the County.

ARTICLE 5
COMMUNITY BENEFITS

Developer shall provide the following community benefits as part of the Project. These shall be as indicated herein and shall be consistent with the intent and guidelines provided in this MDA.

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5.1: Pursuant to a separate, written agreement between Developer and Pine Meadow Ranch Home Owner's Association, Developer shall pay to Pine Meadow Ranch Home Owner's Association a Reinvestment Fee in the amount of 0.5% of the value of each Pine Meadows Lot. Said fee is only in effect after the first sale of each lot.

5.2: Pursuant to a separate, written agreement between Developer and Pine Meadow Ranch Homeowner's Association, Developer, or successor Lot owner(s) shall contribute annually towards private winter snowplowing services, servicing the roads that provide access to the Property.

5.3 Developer agrees to make a voluntary cash contribution of $5,000.00 to the North Summit Fire District after final approval of the Project and prior to recording of the Final Subdivision Plat. Said funds will be used according to the discretion of the North Summit Fire District, but in a manner that will benefit the Tollgate Canyon area.

5.4 Developer agrees to make a voluntary cash contribution of $5,000 to the Pine Meadow Ranch Homeowner's Association after final approval of the Project and prior to recording of the Final Subdivision Plat. Said funds will be used toward the Pine Meadows Playground or similar community-oriented use approved by the Pine Meadow Ranch Homeowner's Association.

5.5 Pursuant to a separate, written agreement between Developer and Pine Meadow Ranch, for each of the Pine Meadow Lots whose density was extinguished per Article 4.5, above, Developer, or the successor Lot owners, shall pay all regular and special assessments of the Pine Meadow Ranch Homeowner's Association including yearly dues, yearly road maintenance fees, and building impact fees.

5.6: Developer has agreed to extinguish density associated with six (6) Lots within the adjacent and platted Pine Meadows subdivision per Article 4.5, above.

5.7 The community benefits outlined in Article 5 shall be evidenced on the Final Subdivision Plat for the Deer Meadows Subdivision to provide notice to future Lot owners.

ARTICLE 6
VESTED RIGHTS

6.1: Vested Rights: Subject to Article 6.2, Developer shall have the vested rights to have preliminary and final site plan, subdivision plat, and construction plans approved and to develop and construct the Deer Meadows Subdivision in accordance with the uses, densities, timing and configurations of development as vested in 4.3 and 4.4 under the terms and conditions of this MDA.

6.2: Reserved Legislative Powers, Future changes of Laws and Plans; Compelling Countervailing Public Interest: Nothing in this Development Agreement shall limit the future

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exercise of the police power of the County in enacting zoning, subdivision, development, growth management, platting, environmental, open space, transportation, and other land use plans, policies, ordinances and regulations after the date of this MDA. 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 Articles 4.3, 4.4, and 6.1 as well as other provisions of this MDA, 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 Developer and other provisions of this MDA shall be of general application to all development activity in Eastern Summit County, and unless the County declares an emergency, Developer shall be entitled to prior written notice and an opportunity to be heard with respect to the proposed change and its applicability to the Deer Meadows Subdivision under the compelling, countervailing public policy exception to the vested rights doctrine. In the event that the County does not give prior written notice, Developer shall retain the right to be heard before an open meeting of the Council in the event the Developer alleges that its rights under this MDA have been adversely affected.

ARTICLE 7

PROCESSES

7.1: Fees for SPA Rezone Application, Development Agreement Application, Final Subdivision Plat, Development Review, and engineering and related fees: Developer has paid the combined MDA and SPA fees of $_____. Developer shall receive no further credits or adjustments toward any other development review, platting, site planning or similar standard engineering review fees or other fees generally application to development application or Building Permit review and approval. The County may charge such standard planning and review fees, standard Building Permit review fees, and other fees as are generally applicable at the time of application pursuant to applicable statues, ordinances, resolutions, or administrative guidelines.

7.2: Impact Fees: In consideration for the agreements of the County in this MDA, Developer Agrees that the Deer Meadows Subdivision shall be subject to all impact fees which are (1) imposed at the time of issuance of building permits and (2) generally applicable to other property in Eastern Summit County and Developer waives its position with respect to any vested rights in the imposition of such fees but shall be entitled to similar treated afforded other vested projects if the impact fee ordinance makes any such distinction. If fees are properly imposed under the preceding tests, the fees shall be payable in accordance with the payment requirements of the particular impact fee ordinance and implementing resolution. Notwithstanding the agreement of Developer to subject the project to impact fees under the above-stated conditions, Developer does not waive Developer's rights under any applicable law to challenge the reasonableness of

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the amount of the fees within thirty (30) days following imposition of the fees on the Project based upon the application of the Rational Nexus Test (as defined in Article 7.3).

7.3: Rational Nexus Test: For purposes of this MDA, the Rational Nexus Test shall mean and refer to a standard of reasonableness whereby the property shall not bear more than an equitable share of the capital costs financed by an impact fee or exaction in relation to the benefits conferred on and impacts of the Project. The interpretation of "rational nexus" shall be governed by the federal or Utah case law and statutes in effect at the time of any challenge to an impact fee or exaction imposed as provided herein including, but not limited to, the standards of *Banberry Development Corp. vs. South Jordan City* or its successor case law.

ARTICLE 8
SUCCESSORS AND ASSIGNS

8.1: Binding Effect: The MDA shall be binding on the successors and assigns of Developer in the ownership or development of any portion of the Deer Meadows SPA. Notwithstanding the foregoing, a purchaser of the Project or any portion thereof shall be responsible for performance of Developer's obligations hereunder as to the portion of the Project so transferred.

8.2: Transfer of the Project: Developer shall be entitled to transfer any portion of the Project subject to the terms of the MDA and any amendments upon written notice to the County. In the event of any such complete transfer of all or a portion of Developer's interests in the Project, the transferee shall be deemed to be Developer for all purposes under this MDA with respect to that portion of the Project transferred. Developer's obligation to notify the County shall terminate with respect to portions of the Project on which all of the improvements required by this MDA have been substantially completed as evidenced by a certificate of occupancy granted by the County.

8.3: Release of Developer: In the event of a transfer of all or a portion of the Project, Developer shall obtain an assumption by the transferee of Developer's obligations under this MDA, and, in such event, the transferee shall be fully substituted as Developer under the MDA, and Developer shall be released from any further obligations with respect to this MDA as to the parcel so transferred.

8.4: Obligations and Rights of Mortgage Lenders: The holder of any mortgage, deed of trust, or other security arrangement with respect to the Project, or any portion thereof, shall not be obligated under this MDA 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 MDA and any amendments which pertain to the Project or such portion thereof in which it holds an interest. Any such holder who comes into possession of the Project, or any portion thereof, pursuant to a foreclosure of a mortgage or a deed of trust, or deed in lieu of such foreclosure shall take the Project, or such portion thereof, subject to any pro rata claims for

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payments or charges against the Project, or such portion thereof, deed restrictions, or other obligations which accrue prior to the time such holder comes into possession. Nothing in this MDA shall be deemed or construed to permit or authorize any such holder to devote the Project, or any portion thereof, to any uses, or to construct any improvements thereon, other than those uses and improvements provided for or authorized by MDA and any amendments, and, as would be the case in any assignment, the purchaser of the Project from the holder shall be subject to all of the terms and conditions of the MDA, including the obligation to complete all required amenities and improvements.

ARTICLE 9
DEFAULT, TERMINATION AND ARBITRATION

9.1: Events of Default: Default under this MDA occurs upon the happening on one or more of the following events or conditions:

(a) A warranty, representation or statement made or furnished by Developer to the County in this MDA, including any attachments hereto, is false or proves to have been false in any material respect when it was made.

(b) Any other event, condition, act or omission by Developer, which materially interferes with the intent and objective of this MDA.'

9.2: Procedure Upon Default:

Within ten (10) days after the occurrence of default, the County shall give Developer (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. Developer shall have thirty (30) days after receipt of written notice to cure the default. After proper notice and expiration of the thirty (30) day cure period without cure, the County may terminate or amend this MDA by giving written notice in accordance with the procedure adopted by the County. Failure or delay in giving notice of default shall not constitute a waiver of any default, nor shall it change the time of default. Notwithstanding the thirty (30) day cure period provided above, in the event more than thirty (30) days is reasonably required to cure a default and Developer, within the thirty (30) day cure period, commences actions reasonably designed to cure the default, then the cure period shall be extended for such additional period as Developer is prosecuting those actions diligently to completion.

An express repudiation, refusal, or renunciation of the contract, if the same is in writing and signed by the Developer, shall be sufficient to terminate the MDA and a hearing on the matter shall not be required.

All other remedies at law or on equity which are consistent with the provisions of this MDA are available to the parties to pursue in the event there is a breach.

9.3: Termination Upon Completion of Development: This MDA shall terminate when the Project has been fully developed and Developer's and the County's obligations in connection

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therewith are satisfied, or at the expiration of the term of this MDA as set forth in paragraph 10.5. The County shall record a notice that this MDA has been fully performed and therefore has been terminated.

9.4: Effect of Termination on Developer Obligations: Termination of the MDA as to any Developer of the Project or any portion thereof shall not affect any such Developer's obligations to comply with the terms and conditions of any applicable zoning, or subdivision plat, site plan, building permit, or other land use entitlements approved with respect to the Project, nor shall it affect any other covenants or any other development requirements specified or created pursuant to the MDA. Termination of the MDA shall not affect or invalidate in any manner Developer's obligations of indemnification and defense under Article 10.17 or the survival provisions of Article 8.1.

9.5: Effect of Termination on the County Obligations: Upon any termination of the MDA, the entitlements, conditions of development, limitations on fees, and all other terms and conditions of the MDA and any amendments shall no longer be vested by reason of the MDA with respect to any portion of the Project then undeveloped and not then covered by a building permit 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 the MDA from making any changes or modifications to such entitlements, conditions, or fees applicable to such undeveloped portions of the Project. Further, with respect to the improved portions of the Project, the County shall remain obligated to recognize and apply the development standards and configuration contained in this MDA and its Exhibits. .

9.6: Reversion to Regulations for Unimproved Portions of the Project: Should the County terminate the MDA under the provisions hereof, Developer's remaining unimproved portions of the Project will thereafter comply with and be governed by the applicable County Code and General Plan then in existence, as well as with all other provisions of Utah State law, subject to any vested rights that may apply to such unimproved property.

ARTICLE 10
GENERAL TERMS AND CONDITIONS

10.1: No Addition to Project: No property may be added to the Project or to the Deer Meadows SPA for purposes of the MDA, except by written amendment. This MDA shall not affect any land other than the Project.

10.2: Agreements to run with the Land: The MDA and any amendments shall be recorded against the Project. The agreements 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.

10.3: Construction of MDA: The MDA shall be construed so as to effectuate the public purpose of resolving disputes, implementing long-range planning objectives, obtaining public benefits,

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and protecting any compelling, countervailing public interest, while providing reasonable assurances of continued vested development rights under the Development Agreement.

10.4: Laws of General Applicability: Where the MDA refers to laws of general applicability to the Deer Meadows SPA and other properties, that language shall be deemed to refer to laws, which apply to, all other developed and subdivided properties within Eastern Summit County.

10.5: Duration: The term of the MDA shall commence on _____, and the effective date of this MDA shall be the effective date of the Ordinance approving this MDA. The term of this Agreement shall extend for a period of five (5) years following the effective date above referenced. In the event the Project has not commenced prior to the expiration of the five (5) year duration period, all vesting and rights granted under the Agreement shall be deemed expired. This MDA shall also terminate automatically at Buildout.

10.6: Amendments:

10.6.1: Substantial Amendments: Any amendment to the MDA that alters or modifies the Term of the MDA, permitted uses, increased density or intensity of use, deletion of any major public amenity described herein, or provisions for reservation and dedication of land, including open space dedications, shall be deemed a "Substantial Amendment" and shall require a noticed public hearing and recommendation by the Planning Commission and a noticed public hearing and decision by the Council pursuant to the Equal Dignities Rule prior to the execution of such an amendment.

10.6.2: Administrative Amendments: Unless otherwise provided by law, all amendments to the MDA that are not Substantial Amendments shall be Administrative Amendments and shall not require a public hearing or recommendation of the Planning Commission prior to the execution by the parties of such an amendment. The Director is hereby empowered to make all final administrative amendment decisions.

10.6.3: Effect of Amendments: Any amendment to the MDA shall be operative only as to those specific portions of this MDA expressly subject to the amendment, with all other terms and conditions remaining in full force and effect without interruption.

10.7: Conflicts:

10.7.1: To the extent there is any ambiguity in or conflict with the provisions of this MDA, the more specific provision or language shall take precedence over more general provisions or language.

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10.7.2: The County has reviewed the Code and General Plan and has determined that Developer has substantially complied with the provisions thereof and herby finds that the Deer Meadows SPA is consistent with the purpose and intent of the relevant provisions of the Eastern Summit County Development Code and General Plan. The parties further agree that the omission of a limitation or restriction herein shall not relieve Developer of the necessity of complying with all applicable County Ordinances and Resolutions not in conflict with the provisions of this MDA, along with all applicable state and federal laws.

10.8: Mutual Releases: At the time of, and subject to, (i) the expiration of any applicable appeal period with respect to the approval of this MDA without an appeal having been filed or (ii) the final determination of any court upholding this MDA, whichever occurs later, and excepting the parties' respective rights and obligations under this MDA, Developer, on behalf of itself and Developer's partners, officers, directors, employees, agents, attorneys and consultants, hereby releases the County and the County's board members, officials, employees, agents, attorneys and consultants, and the County, on behalf of itself and the County's board members, officials, employees, agents, attorneys and consultants, herby releases Developer and Developer's 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 MDA in connection with the application, processing or approval of the Deer Meadows SPA Zone District, Deer Meadows SPA Plan, and the MDA and amendments, to include any claims for vested development rights by any Developer on property which is within the Deer Meadows SPA Zone District.

10.9: State and Federal Law: The parties agree, intend and understand that the obligations imposed by the MDA are only such as are consistent with state and federal law. The parties further agree that if any provision of the MDA becomes, in its performance, inconsistent with state or federal law or is declared invalid, the MDA 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 the MDA shall remain in full force and effect.

10.10: Enforcement: The parties to this MDA recognize that the County has the right to enforce it rules, policies, regulations, and ordinances, subject to the terms of this MDA, and may, as its option, seek an injunction to compel such compliance. In the event that Developer or any user of the subject property violates the rules, policies, regulations or ordinances of the County or violates the terms of MDA, as amended, the County may, without electing to seek an injunction and after thirty (30) days written notice to correct the violation (or such longer period as may be established in the discretion of the Board Council or a court of competent jurisdiction if Developer has used its reasonable best efforts to cure such violation within such thirty (30) days and is continuing to use its reasonable best efforts to cure such violation), take such actions as shall be deemed appropriate under law until such conditions have been honored by Developer. The parties further recognize that Developer has the right to enforce the provisions of the MDA by seeking an injunction to compel compliance to the extent not inconsistent with the County's reserved legislative and police powers, as well as the County's discretionary administrative

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decision-making functions provided for herein. Both parties shall be free from any liability arising out of the exercise of its rights under this paragraph; 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 Annotated Section 78-27-56, as each may be amended.

10.11: No Waiver: Failure of a party hereto 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 the MDA is amended by vote of the Council taken with the same formality as the vote approving the MDA, no officer, official or agent of the County has the power to amend, modify or alter this MDA or waive any of its conditions as to bind the County by making any promise or representation not contained herein.

10.12: Entire Agreement: The MDA 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. The MDA may not be modified or amended except in writing mutually agreed to and accepted by both parties to the MDA.

10.13: Attorney's Fees: Should any party hereto employ attorneys for the purpose of enforcing this MDA, or any judgment based on the MDA, or for any reasons or in any legal proceeding whatsoever, including insolvency, bankruptcy, arbitration, declaratory relief or other litigation, including appeals or rehearing, and whether or not an action has actually commenced, the prevailing party shall be entitled to receive from the other party thereto reimbursement for all attorneys' fees and all costs and expenses (including expert witnesses). Should any judgment or final order be issued in that proceeding, said reimbursement shall be specified therein.

10.14: Notices: Any notice, confirmation or other communication hereunder shall be given in writing by certified mail, postage prepaid, or personally or by nationally-recognized overnight courier, at the following addresses, or by facsimile to the following facsimile numbers provided the transmitting facsimile machine shall automatically prepare a confirmation or successful facsimile transmission:

To the County:

Summit County Council
Summit County Courthouse
P.O Box 128
Coalville, Utah 84017
Facsimile: (435) 336-3030

Summit County Director of Community Development
P.O Box 128
Coalville, Utah 84017

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With a copy to:

Helen Strachan
Deputy Summit County Attorney
P.O. Box 128
Coalville, Utah 84017
Facsimile: (435) 336-3287

To Developer:

Doug McAlister
Deer Meadows LLC
8597 Parleys Lane
Park City, Utah 84098

Pete Gillwald
Land Solutions Planning and Design
PO Box 683175
Park City Utah 84068

Or to such other addresses, such other facsimile numbers, or the attention of such other person as either party or their successors may designate by written notice. Notice shall be deemed given upon actual receipt, if personally delivered, when transmitted if delivered by facsimile, one (1) business day following deposit with a reputable overnight courier that provides a receipt, or on the third (3rd) day following deposit in the United States mail in the manner described above.

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

10.16: Execution of MDA: The MDA and any amendments may be executed in multiple counterparts 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.

10.17: Hold Harmless: Developer agrees to and shall hold 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 Developer or its contractors, subcontractors, agents, employees or other persons acting on their behalf which relate to the Deer Meadows Subdivision; and (2) from any claim of damages, just compensation, restitution, judicial or equitable relief due by reason of the terms of or effect arising from the MDA. Developer agrees to pay all costs for the defense of the County and its officers, agents, employees, consultants, attorneys, special counsel and

EXHIBIT A

representatives regarding any action for damages, just compensation, restitutions, judicial or equitable relief caused or alleged to have been caused by reason of Developer's actions in connection with the Deer Meadows SPA or any claims arising out of the MDA. 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 MDA regardless of whether or not the County prepared, supplied or approved the MDA, plans or specifications, or both, for the Project. Developer further agrees to indemnify, hold harmless, and pay all costs for the defense of the County, including fees and costs for special counsel to be selected by the County, regarding any action by a third party challenging the validity of the MDA or asserting that damages, just compensation, restitution, judicial or equitable relief is due by reason of the terms of, or effects arising from the MDA. County may make all reasonable decisions with respect to its representation in any legal proceeding.

10.17.1: Exceptions to Hold Harmless: The agreements of Developer in Article 10.17 shall not be applicable to (i) any claim arising by reason of the negligence or intentional actions of the County, or (ii) any claim reserved by Developer under the terms of this MDA for just compensation or attorneys' fees.

10.17.2: Hold Harmless Procedures: The County shall give written notice of any claim, demand, action or proceeding which is the subject of Developer's hold harmless agreement as soon as practicable but not later than ten (10) days after the assertion or commencement of the claim, demand, action or proceeding. In the event 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.

10.18: Relationship of Parties: The contractual relationship between the County and Developer arising out of the MDA is one of independent contractor and not agency. It is specifically understood by the parties that: (a) the Deer Meadows SPA is a private development; (b) County has no interest in, responsibilities for, or duty to third parties concerning any improvements to the Property unless the County accepts the improvements pursuant to the provisions of this MDA or in connection with subdivision plat, site plan, deed, or map approval; and (c) Developer shall have the full power and exclusive control of the Project subject to the obligations of Developer set forth in the MDA.

10.19: No Third Party Beneficiaries: The MDA is not intended to affect or create any rights or obligations on the part of third parties.

10.20: Computation of Time: In computing any period of time pursuant to the MDA, 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.

EXHIBIT A

10.21: Titles and Captions: All article titles or captions contained in the MDA are for convenience only and shall not be deemed part of the context nor affect the interpretation hereof.

10.22: Savings Clause: If any provision of the MDA, or the application of such provision to any person or circumstance, shall be held invalid, the remainder of the MDA, 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.

10.23: 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.

10.24: Continuing Obligations: Adoption of law or other governmental activity making performance by Developer unprofitable, more difficult, or more expensive does not excuse the performance of the obligations by the Developer.

10.25: Severability: If any provision of the MDA, or the application of such provision to any person or circumstance, is held invalid, void, or unenforceable, but the remainder of this MDA can be enforced without failure of material consideration to any party, then the remainder of the MDA shall not be affected thereby and it shall remain in full force and effect, unless amended or modified by mutual consent of the parties. If any material provision of the MDA is held invalid, void, or unenforceable or if consideration is removed or destroyed, the Developer or the County shall have the right in their sole and absolute discretion to terminate the MDA by providing written notice of such termination to the other party.

10.26: 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 functions. The Project is not a joint venture, and there is no such relationship involving the County. Nothing in the MDA shall preclude the Developer and any Participating Landowner from forming any form of investment entity for the purpose of completing any portion of the Project.

10.27: Recordation of Development Agreement: The MDA may be recorded by either party with the Summit County Recorder. This MDA shall be recorded against the Property as well as the Pine Meadows Lots described in **Exhibit "D."**

10.28: Exhibits Incorporated: All Exhibits in the Deer Meadows Subdivision are incorporated by reference herein as if fully set forth herein.

10.29: Estoppel Certificate: Upon twenty (20) days prior written request by Developer, the County shall execute an estoppel certificate to any third party certifying that Developer, as the

EXHIBIT A

case may be, at that time is not in default of the terms of this MDA, or in the event of default, specifying the nature of such default.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement by and through their respective, duly authorized representatives as of the day and year first herein above written.

DEVELOPER Deer Meadows, LLC	COUNTY Summit County
_____ By: _____ Its: _____	_____ By: _____, Its: Chair of the County Council
Approved as to form and legality:	Attest:
_____ County Attorney	_____ County Recorder

COUNTY ACKNOWLEDGMENT

STATE OF UTAH)
:ss.
Summit County)

On the _____ day of _____, personally appeared before me _____who being by me duly sworn, did say that he is the County Manager of Summit County, a political subdivision of the State of Utah, and that said instrument was signed in behalf of the County by authority of its County Council and said County Manager acknowledged to me that the County executed the same.

EXHIBIT A

_____
NOTARY PUBLIC

My Commission Expires: _____

Residing at: _____

DEVELOPER ACKNOWLEDGMENT

STATE OF UTAH)
:ss.
COUNTY OF _____)

On the _____ day of _____, personally appeared before me _____, who being by me duly sworn, did say that he is the Manager of Deer Meadows, LLC , a Utah limited liability company and that the foregoing instrument was duly authorized by the company at a lawful meeting held by authority of its operating agreement and signed in behalf of said company.

_____
NOTARY PUBLIC

My Commission Expires: _____

Residing at: _____

EXHIBIT A

TABLE OF EXHIBITS

Exhibit “A”	Legal Description of Property
Exhibit “B”	Project Development Plan
Exhibit “C”	Final Subdivision Plat
Exhibit “D”	Legal Descriptions of the Pine Meadow Lots

EXHIBIT A

EXHIBIT “A”

Legal Description

A legal description for Deer Meadows Lot 1

BEGINNING AT A POINT NORTH 00°07'58" WEST ALONG THE WEST LINE OF SECTION 15, A DISTANCE OF 1252.63 FEET FROM THE SOUTHWEST CORNER OF SECTION 15, TOWNSHIP 1 NORTH, RANGE 4 EAST, SALT LAKE BASE AND MERIDIAN; AND RUNNING THENCE NORTH 00°07’58” WEST 316.96 FEET TO A POINT OF A NON-TANGENT 50.00 FOOT RADIUS CURVE TO THE LEFT (WHICH RADIUS POINT BEARS NORTH 16°35’28” WEST); THENCE ALONG THE ARC OF SAID CURVE 38.94 FEET THROUGH A CENTRAL ANGLE OF 44°37’30”; THENCE NORTH 28°47’01” EAST 23.22 FEET; THENCE NORTH 23°17’37” EAST 159.49 FEET TO THE POINT OF A 195.00 FOOT RADIUS CURVE TO THE RIGHT; THENCE ALONG THE ARC OF SAID CURVE 88.10 FEET THROUGH A CENTRAL ANGLE OF 25°53’09”; THENCE NORTH 49°10’46” EAST 57.43 FEET; THENCE NORTH 53°25’19” EAST 69.66 FEET TO THE POINT OF A 160.00 FOOT RADIUS CURVE TO THE RIGHT; THENCE ALONG THE ARC OF SAID CURVE 83.56 FEET THROUGH A CENTRAL ANGLE OF 29°55’19”; THENCE NORTH 83°20’38” EAST 9.83 FEET; THENCE SOUTH 08°30’48” EAST 26.37 FEET; THENCE SOUTH 19°21’29” EAST 216.73 FEET; THENCE SOUTH 12°38’10” EAST 56.75 FEET TO A POINT OF A 150.00 FOOT RADIUS CURVE TO THE RIGHT; THENCE ALONG THE ARC OF SAID CURVE 90.04 FEET THROUGH A CENTRAL ANGLE OF 34°23’33”; THENCE SOUTH 21°45’23” WEST 47.83 FEET; THENCE SOUTH 29°34’51” WEST 81.07 FEET; THENCE SOUTH 53°57’21” WEST 64.12 FEET; THENCE SOUTH 68°45’40” WEST 232.58 FEET; THENCE SOUTH 58°26’23” WEST 71.85 FEET; THENCE SOUTH 40°37’37” WEST 52.54 FEET TO THE POINT OF BEGINNING.

A legal description for Deer Meadows Lot 2

BEGINNING AT A POINT NORTH 00°07’58” WEST ALONG THE WEST LINE OF SECTION 15, A DISTANCE OF 1569.59 FEET FROM THE SOUTHWEST CORNER OF SECTION 15, TOWNSHIP 1 NORTH, RANGE 4 EAST, SALT LAKE BASE AND MERIDIAN, SAID POINT OF BEGINNING BEING ALSO SOUTH 00°07’58” EAST 1107.77 FEET FROM THE WEST QUARTER CORNER OF SAID SECTION 15; AND RUNNING THENCE NORTH 00°07’58” WEST 623.77; THENCE NORTH 83°23’32” EAST 410.72 FEET; THENCE SOUTH 23°00’39” WEST 134.20 FEET; THENCE SOUTH 06°51’58” WEST 120.54 FEET; THENCE SOUTH 01°47’22” EAST 56.09 FEET; THENCE SOUTH 83°20’38” WEST 9.83 FEET TO A POINT ON A 160.00 FOOT RADIUS CURVE TO THE LEFT; THENCE ALONG THE ARC OF SAID CURVE 83.56 FEET THROUGH A CENTRAL ANGLE OF 29°55’19”; THENCE SOUTH 53°25’19” WEST 69.66 FEET; THENCE SOUTH 49°10’46” WEST 57.43 FEET TO A POINT OF A 195.00 FOOT RADIUS CURVE TO THE LEFT; THENCE ALONG THE ARC OF SAID CURVE 88.10 FEET THROUGH A CENTRAL

EXHIBIT A

ANGLE OF 25°53’09”; THENCE SOUTH 23°17’37” WEST 159.49 FEET; THENCE SOUTH 28°47’01” WEST 23.22 FEET TO THE POINT OF A 50.00 FOOT CURVE TO THE RIGHT; THENCE ALONG THE ARC OF SAID CURVE 38.94 FEET THROUGH A CENTRAL ANGLE OF 44°37’30” TO THE POINT OF BEGINNING.

A legal description for Deer Meadows Lot 3

BEGINNING AT THE WEST QUARTER CORNER OF SECTION 15, TOWNSHIP 1 NORTH, RANGE 4 EAST, SALT LAKE BASE AND MERIDIAN; AND RUNNING THENCE NORTH 00°05’21” WEST ALONG SAID SECTION LINE 323.21 FEET; THENCE EAST 148.75 FEET; THENCE SOUTH 04°18’12” EAST 79.57 FEET; THENCE SOUTH 26°45’53” EAST 80.73 FEET; THENCE SOUTH 43°41’41” EAST 181.18 FEET; THENCE SOUTH 32°23’44” EAST 89.22 FEET; THENCE SOUTH 17°51’04” EAST 167.68 FEET; THENCE SOUTH 23°49’42” EAST 78.31 FEET; THENCE SOUTH 09°35’24” EAST 60.05 FEET; THENCE SOUTH 23°00’39” WEST 121.41 FEET; THENCE SOUTH 83°23’32” WEST 410.72 FEET; THENCE NORTH 00°07’58” WEST 484.00 FEET TO THE POINT OF BEGINNING.

A legal description for Deer Meadows Lot 4

BEGINNING AT A POINT NORTH 00°07’58” WEST 1452.09 FEET AND EAST 364.49 FEET FROM THE SOUTHWEST CORNER OF SECTION 15, TOWNSHIP 1 NORTH, RANGE 4 EAST, SALT LAKE BASE AND MERIDIAN; AND RUNNING THENCE NORTH 29°34’51” EAST 81.07 FEET; THENCE NORTH 21°45’23” EAST 47.83 FEET TO THE POINT OF A 150.00 FOOT CURVE TO THE LEFT; THENCE ALONG THE ARC OF SAID CURVE 90.04 FEET THROUGH A CENTRAL ANGLE OF 34°23’33”; THENCE NORTH 12°38’10” WEST 56.75 FEET; THENCE NORTH 19°21’29” WEST 216.73 FEET; THENCE NORTH 08°30’48” WEST 26.37 FEET; THENCE NORTH 01°47’22” WEST 56.09 FEET; THENCE NORTH 29°22’05” EAST 136.10 FEET; THENCE NORTH 38°09’02” EAST 49.54 FEET; THENCE NORTH 62°33’32” EAST 37.17 FEET; THENCE NORTH 68°47’41” EAST 137.20 FEET; THENCE NORTH 49°06’26” EAST 58.41 FEET; THENCE NORTH 29°41’50” EAST 122.10 FEET; THENCE NORTH 48°46’48” EAST 53.87 FEET; THENCE NORTH 67°34’49” EAST 218.64 FEET; THENCE NORTH 75°39’18” EAST 241.08 FEET; THENCE NORTH 64°48’48” EAST 68.51 FEET; THENCE NORTH 69°48’20” EAST 104.13 FEET; THENCE SOUTH 00°06’08” EAST 912.28 FEET TO A POINT ON A NON-TANGENT 345.00 FOOT RADIUS CURVE TO THE LEFT, WHICH RADIUS POINT BEARS SOUTH 06°10'32" EAST; THENCE ALONG THE SOUTH LINE OF A DIRT ROAD THE FOLLOWING ELEVEN (11) COURSES; THENCE ALONG THE ARC OF SAID CURVE 147.27 FEET THROUGH A CENTRAL ANGLE OF 24°27'29"; THENCE SOUTH 59°21'59" WEST 98.08 FEET TO A POINT OF A 65.00 FOOT RADIUS CURVE TO THE RIGHT; THENCE ALONG THE ARC OF SAID CURVE 90.02 FEET THROUGH A CENTRAL

EXHIBIT A

ANGLE OF 79°21'02"; THENCE NORTH 41°16'59" WEST 67.80 FEET TO A POINT OF A 70.00 FOOT RADIUS CURVE TO THE LEFT; THENCE ALONG THE ARC OF SAID CURVE 87.01 FEET THROUGH A CENTRAL ANGLE OF 71°13'20"; THENCE SOUTH 66°51'31" WEST 104.25 FEET TO A POINT OF 355.10 FOOT RADIUS CURVE TO THE RIGHT, WHICH RADIUS POINT BEARS NORTH 23°27'29" WEST; THENCE ALONG THE ARC OF SAID CURVE 152.75 FEET THROUGH A CENTRAL ANGLE OF 24°38'45" TO A POINT OF A 230.00 FOOT RADIUS REVERSE CURVE TO THE LEFT; THENCE ALONG THE ARC OF SAID CURVE 149.46 FEET THROUGH 37°13'55"; THENCE SOUTH 53°57'21" WEST 199.73 FEET TO THE POINT OF BEGINNING.

A legal description for Deer Meadows Lot 5

BEGINNING AT THE NORTHWEST CORNER OF SECTION 15, TOWNSHIP 1 NORTH, RANGE 4 EAST, SALT LAKE BASE AND MERIDIAN; AND RUNNING THENCE NORTH 89° 53' 01"EAST ALONG THE NORTH LINE OF SAID SECTION 15, A DISTANCE OF 1340.34 FEET; THENCE SOUTH 51° 59' 53" WEST 920.85 FEET; THENCE SOUTH 38° 03' 02" WEST 355.76 FEET; THENCE SOUTH 31° 16' 00" WEST 156.05 FEET; THENCE SOUTH 40° 41' 02" WEST 91.63 FEET; THENCE SOUTH 36° 44' 05" WEST 151.32 FEET; THENCE SOUTH 39° 54' 22" WEST 80.71 FEET; THENCE SOUTH 27° 35' 48" WEST 161.59 FEET; THENCE SOUTH 16° 58' 55" WEST 37.90 FEET; THENCE SOUTH 03° 50' 19" WEST 76.77 FEET; THENCE SOUTH 06° 24' 49" EAST 42.35 FEET; THENCE WEST 23.73 FEET TO THE WEST LINE OF SAID SECTION 15; THENCE NORTH 00° 05' 20" WEST ALONG SAID WEST LINE 1528.57 FEET TO THE POINT OF BEGINNING.

A legal description for Deer Meadows Lot 6

BEGINNING AT A POINT NORTH 89° 53' 01"EAST ALONG THE NORTH LINE OF SAID SECTION 15, A DISTANCE OF 1340.34 FEET FROM THE NORTHWEST CORNER OF SECTION 15, TOWNSHIP 1 NORTH, RANGE 4 EAST, SALT LAKE BASE AND MERIDIAN; AND RUNNING THENCE SOUTH 51° 59' 53" WEST 920.85 FEET; THENCE SOUTH 38° 03' 02" WEST 355.76 FEET; THENCE SOUTH 31° 16' 00" WEST 156.05 FEET; THENCE SOUTH 40° 41' 02" WEST 91.63 FEET; THENCE SOUTH 36° 44' 05" WEST 151.32 FEET; THENCE SOUTH 39° 54' 22" WEST 80.71 FEET; THENCE SOUTH 27° 35' 48" WEST 161.59 FEET; THENCE SOUTH 16° 58' 55" WEST 37.90 FEET; THENCE SOUTH 03° 50' 19" WEST 76.77 FEET; THENCE SOUTH 06° 24' 49" EAST 42.35 FEET; THENCE EAST 1316.96 FEET; THENCE NORTH 00° 06' 07" WEST 1531.30 FEET TO THE POINT OF BEGINNING.

EXISTING CABIN 2 (UNCLE TOM'S CABIN)
BEGINNING AT A POINT NORTH 00°05'21" WEST 323.21 FEET FROM THE WEST QUARTER CORNER OF SECTION 15, TOWNSHIP 1 NORTH, RANGE 4 EAST, SALT LAKE BASE AND MERIDIAN; AND RUNNING THENCE NORTH 00°05'21" WEST ALONG THE WEST LINE OF SAID SECTION 15, A DISTANCE OF 824.12 FEET;

EXHIBIT A

THENCE EAST 1340.70 FEET; THENCE SOUTH 00°06'08" EAST 639.64 FEET; THENCE SOUTH 59°48'13" WEST 101.23 FEET; THENCE SOUTH 80°36'59" WEST 39.55 FEET; THENCE SOUTH 89°03'44" WEST 158.02 FEET; THENCE SOUTH 83°25'26THE AR" WEST 28.71 FEET; THENCE SOUTH 88°07'13" WEST 145.72 FEET; THENCE SOUTH 84°38'22 WEST 113.24 FEET; THENCE NORTH 74°34'34" WEST 36.35 FEET; THENCE NORTH 66°32'44" WEST 109.79 FEET; THENCE NORTH 79°15'00" WEST 50.77 FEET; THENCE SOUTH 83°16'47" WEST 51.82 FEET; THENCE SOUTH 67°00'21" WEST 416.37 FEET; THENCE WEST 148.75 FEET TO THE POINT OF BEGINNING.

EXHIBIT A

EXHIBIT "B"
PROJECT DEVELOPMENT PLAN

DEER MEADOW
SPA APPLICATION
7 LOT CONCEPT PLAN

TOLLGATE CANYON
SUMMIT COUNTY, UTAH

NOVEMBER 16, 2012
REVISED: FEBRUARY 19, 2015
REVISED: JUNE 26, 2015

SITE TABULATIONS

TOTAL PARCEL AREA	99.8 ACRES
LOT AREA 1-6	77.0 ACRES
UNCLE TOMS CABIN LOT	22.8 ACRES
BUILDING ENVELOPES	5.58 ACRES
OPEN SPACE	95%

DEER MEADOWS LLC
2910 E 2965 S
SALT LAKE CITY, UTAH 89104
801.808.2332

NOTES:

1.) ALL LOTS TO BE SERVED BY TWO PRIVATE WELLS LOCATED WITHIN LOT #5 AND THE UNCLE TOMS LOT. THE WELL CURRENTLY UTILIZED BY THE MEADOWS WATER COMPANY, UNCLE TOMS LOT TO ONLY BE USED BY PINE MEADOWS WATER COMPANY. INDIVIDUAL LOT OWNERS MAY OPT TO DEVELOP A WATER SOURCE SUBJECT TO STATE AND COUNTY STANDARDS FOR PRIVATE WELLS.

2.) ALL LOTS TO HAVE SEPTIC SYSTEMS SUBJECT TO HEALTH DEPARTMENT APPROVAL.

3.) FIRE PROTECTION PROVIDED BY NORTH SUMMIT FIRE DISTRICT.

4.) POWER PROVIDED BY ROCKY MOUNTAIN POWER.

5.) DEER MEADOW LOTS TO PARTICIPATE IN ANNUAL PINE MEADOWS ROAD MAINTENANCE COSTS AS OUTLINED IN HOA AGREEMENT.

6.) PROPOSED BUILDING ENVELOPES WERE LOCATED DURING SEVERAL SITE VISITS AND ARE BASED ON EXISTING VEGETATION, POTENTIAL DRIVEWAY ACCESS, AND MAINTAINING VISUAL QUALITY OF SITE.

7.) SENSITIVE LANDS LIMITED TO THE PRIMARY DRAINAGE CHANNEL LOCATED ON PROPOSED LOTS #5 AND #6.

8.) UNCLE TOMS CABIN LOT CURRENT OR FUTURE OWNERS HAVE THE OPPORTUNITY TO REMOVE THE EXISTING STRUCTURE AND CONSTRUCT A NEW DWELLING SUBJECT TO COUNTY REVIEW.

9.) LOT LINES CONCEPTUALLY REVISED AT TIME OF FINAL PLAT SUBMITTAL. BUILDING ENVELOPES ARE APPROXIMATE AND MAY BE MODIFIED SUBJECT TO SUMMIT COUNTY REVIEW.

10.) EACH LOT MAY CONTAIN UP TO THREE STRUCTURES CONSISTING OF A MAIN RESIDENCE, A GUEST HOME AND STORAGE BARN WITHIN THE BUILDING ENVELOPE. GUEST HOUSE SIZE IS LIMITED TO A MAXIMUM SIZE OF 2500 GROSS SQUARE FEET. EACH LOT MAY CONSTRUCT ONE SNOW REMOVAL EQUIPMENT STORAGE STRUCTURE WHICH MUST BE LOCATED IN CLOSE PROXIMITY TO THE DRIVEWAY ENTRANCE FOR EACH LOT.

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jerry@landsolutionsut.biz

EXHIBIT A

EXHIBIT "C"
FINAL SUBDIVISION PLAT

UNDER CONSTRUCTION

EXHIBIT A

EXHIBIT "D"
LEGAL DESCRIPTION OF THE PINE MEADOW PROPERTIES

EXHIBIT A

DEER MEADOWS SUBDIVISION

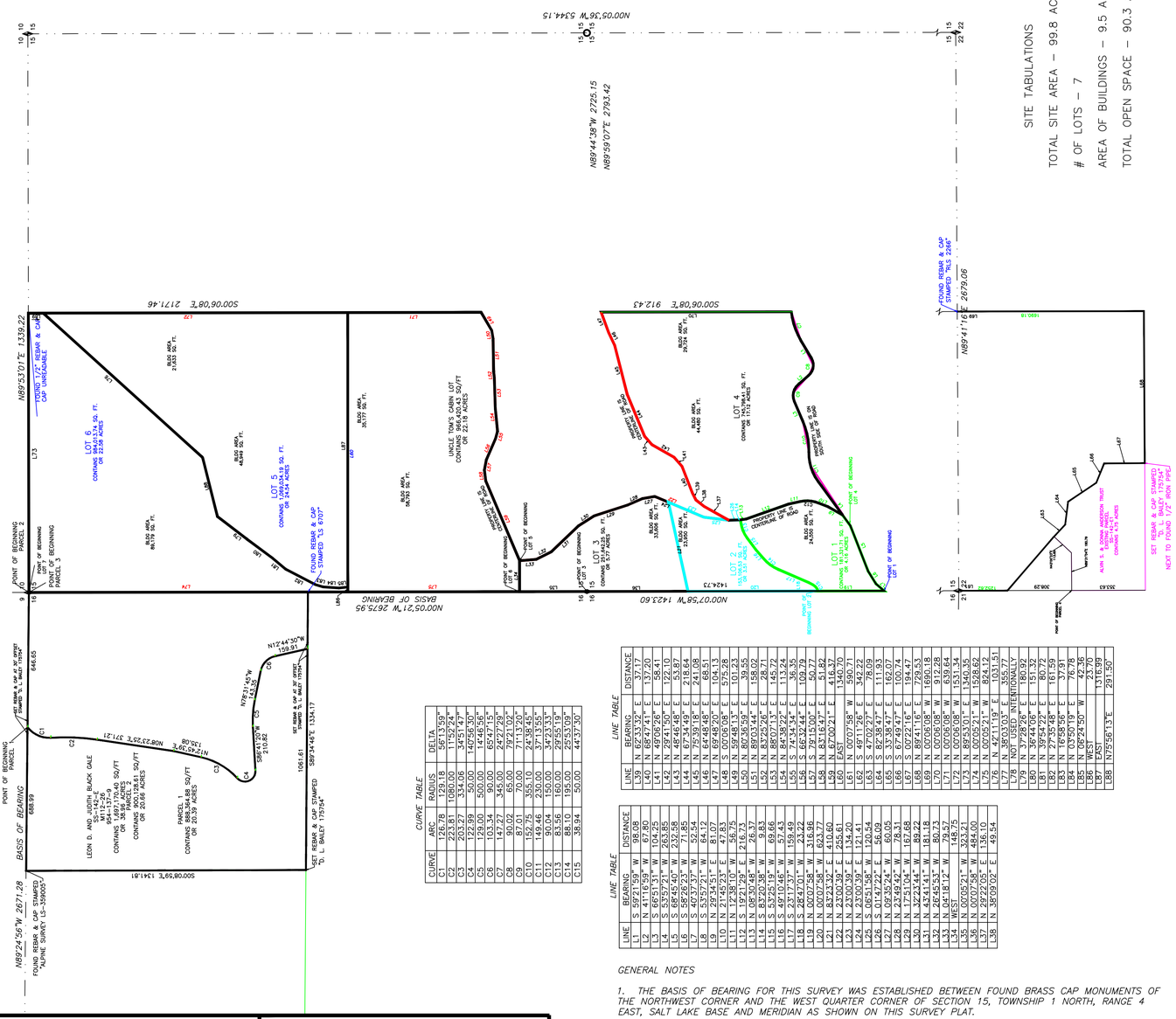
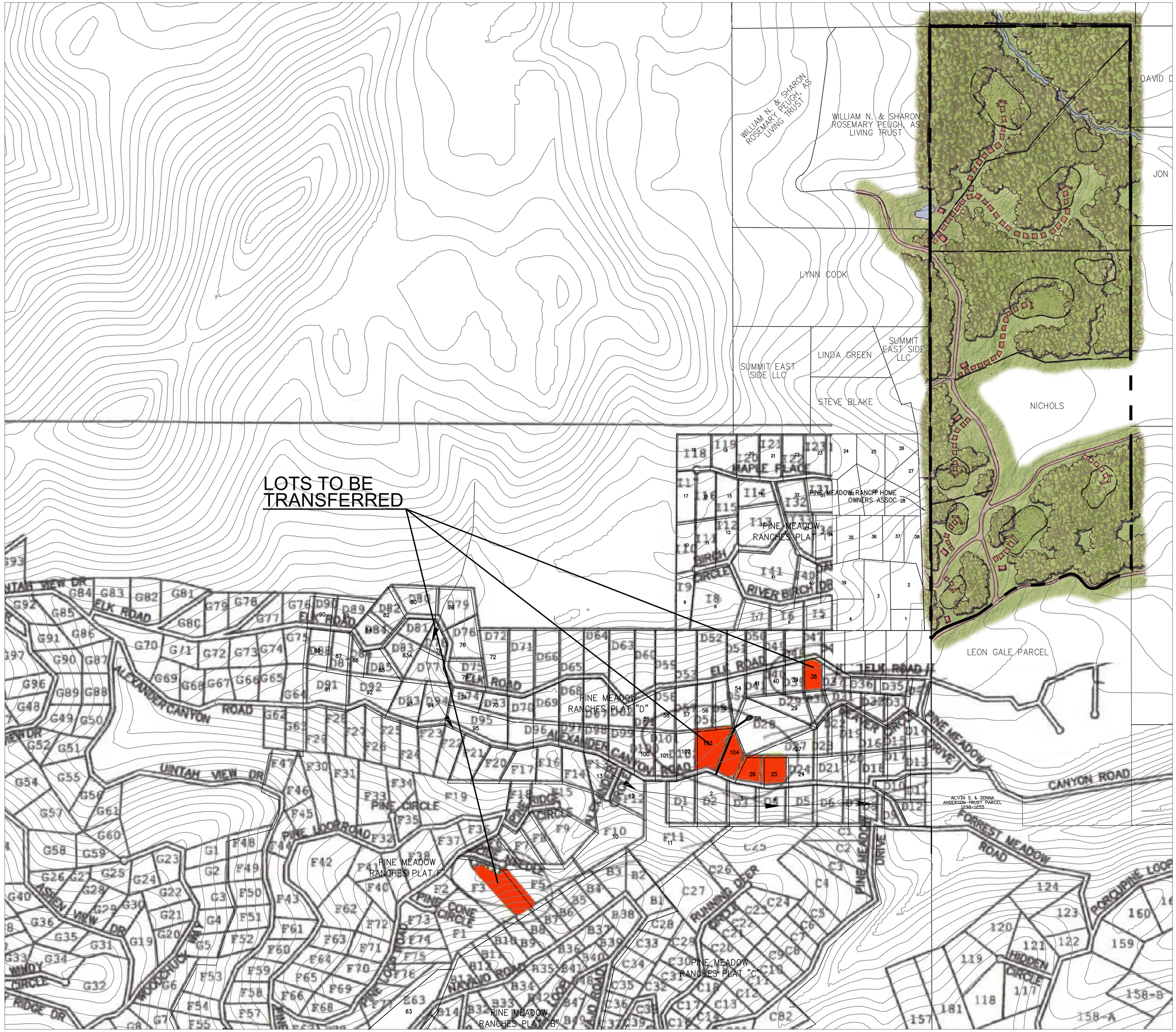

N89°53'01"E 1339.22
N89°24'56"W 2671.28
BASIS OF BEARING
S00°06'08"E 2171.46
S00°06'08"E 912.43
N89°41'16"E 2679.06
N00°05'36"W 5344.15
N89°44'38"W 2725.15
N89°59'07"E 2793.42
N00°07'58"W 1423.60
N00°06'21"W 2675.95
BASIS OF BEARING
S00°06'39"E 1361.81
POINT OF BEGINNING PARCEL 2
POINT OF BEGINNING PARCEL 1
FOUND 1/2" REBAR & CAP CAP UNREADABLE
FOUND REBAR & CAP STAMPED "LS 6107"
FOUND REBAR & CAP STAMPED "PLS 2266"
FOUND REBAR & CAP STAMPED "ALPINE SURVEY LS-359005"
SET REBAR & CAP STAMPED "D. L. BAILEY 175754"
SET REBAR & CAP AT 90° OFFSET STAMPED "D. L. BAILEY 175754"
SET REBAR & CAP STAMPED "D. L. BAILEY 175754" NEXT TO FOUND 1/2" IRON PIPE
LOT 6 CONTAINS 549,613 SQ. FT. OR 12.58 ACRES
LOT 5 CONTAINS 1,000,419 SQ. FT. OR 24.04 ACRES
LOT 4 CONTAINS 743,764.41 SQ. FT. OR 17.12 ACRES
LOT 3 CONTAINS 217,426 SQ. FT. OR 5.17 ACRES
LOT 2 CONTAINS 101,940 SQ. FT. OR 2.34 ACRES
LOT 1 CONTAINS 101,913.23 SQ. FT. OR 2.41 ACRES
UNCLE TOM'S CABIN LOT CONTAINS 2,816,420.43 SQ/FT OR 22.19 ACRES
LEON D. AND JUDITH BLACK DALE WD 1/2-26 M 1/2-26 CONTAINS 1,697,170.40 SQ/FT OR 20.66 ACRES
PARCEL 1 CONTAINS 888,304.88 SQ/FT OR 20.39 ACRES
PARCEL 2 CONTAINS 809,065.52 SQ/FT OR 18.57 ACRES
ALAN S. & DONNA ANDERSON TRUST 1997 PARCEL CONTAINS 4.93 ACRES
BLDG AREA 24,633 SQ. FT.
BLDG AREA 48,848 SQ. FT.
BLDG AREA 86,178 SQ. FT.
BLDG AREA 34,793 SQ. FT.
BLDG AREA 58,293 SQ. FT.
BLDG AREA 20,208 SQ. FT.
BLDG AREA 44,468 SQ. FT.
BLDG AREA 37,800 SQ. FT.
BLDG AREA 24,300 SQ. FT.
BLDG AREA 24,300 SQ. FT.
BLDG AREA 24,300

EXHIBIT C

DEER MEADOW SPA APPLICATION
7 LOT CONCEPT PLAN

TOLLGATE CANYON
SUMMIT COUNTY, UTAH

DEER MEADOWS LLC
2910 E 2965 S
SALT LAKE CITY, UTAH 89104
801.808.2332



0 150 300 600 900
SCALE: 1" - 300'

OCTOBER 14, 2015

LandSOLUTIONS
PLANNING & DESIGN

land planning * landscape architecture
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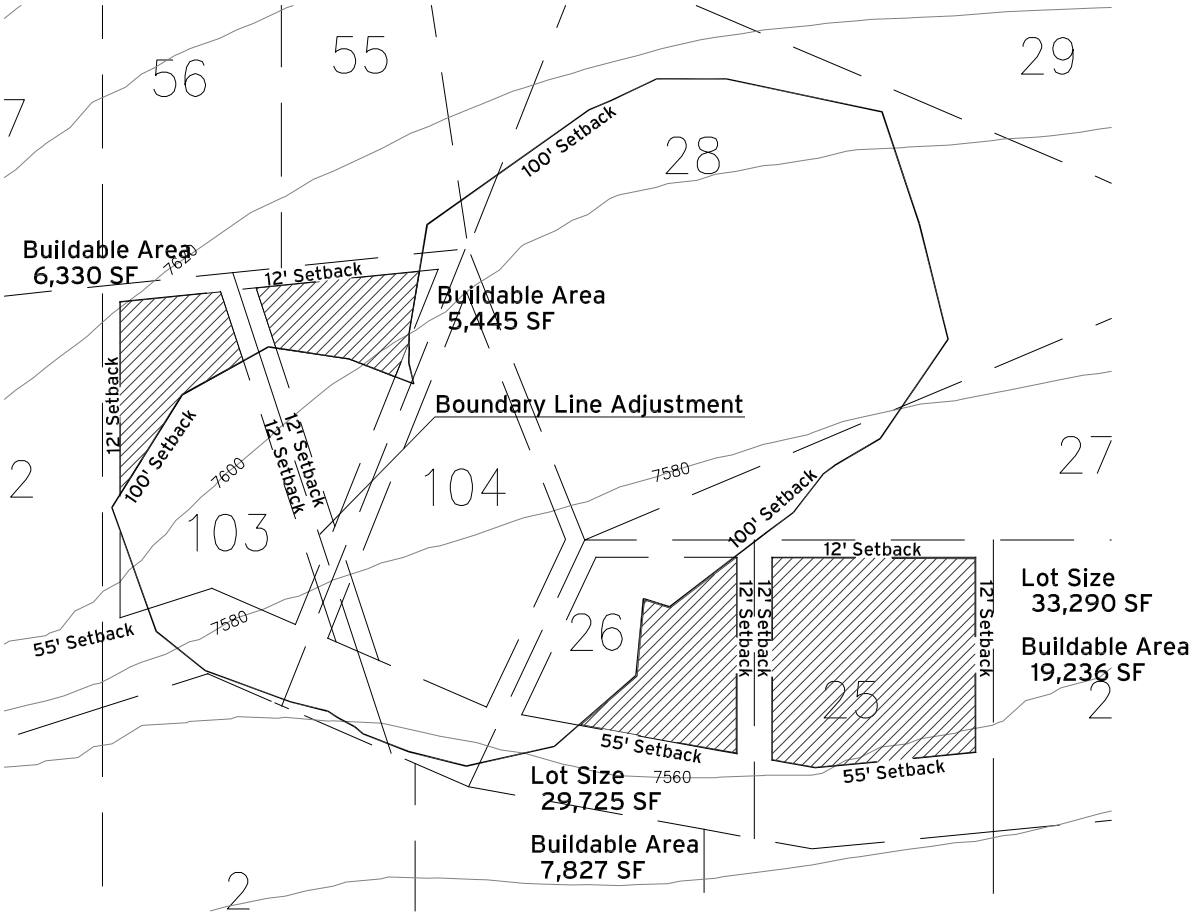


Lots PI-D-25, PI-D-26, PI-D-103 & PI-D-104
Plat "D" West Alexander Canyon Road
Scale: 1" - 40'

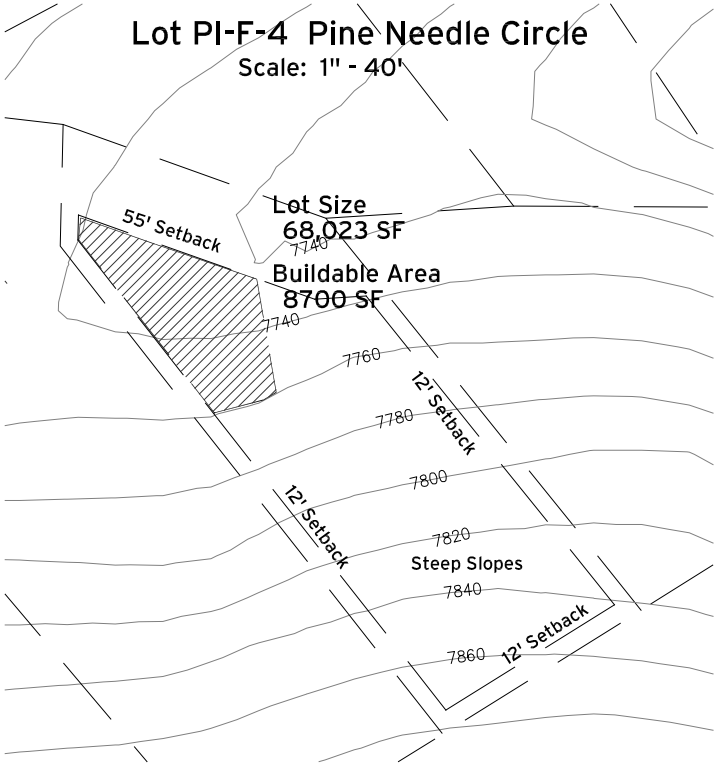
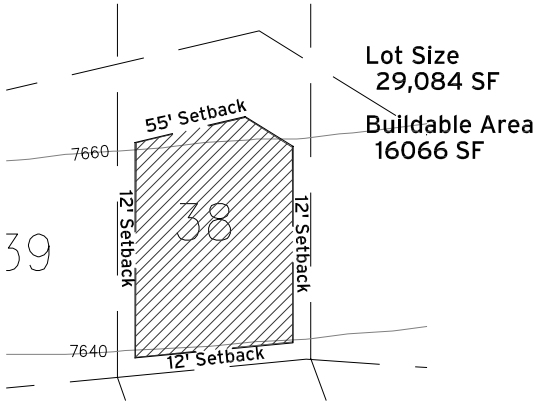


EXHIBIT C



Lot 38 Plat "D" West Elk Drive
Scale: 1" - 40'

DEER MEADOW SPA APPLICATION

Density Transfer Lots Buildable Area Analysis

TOLLGATE CANYON
SUMMIT COUNTY, UTAH

MARCH 03, 2016

LandSOLUTIONS PLANNING & DESIGN

land planning * landscape architecture
Post Office Box 683175
1685 Bonanza Drive Suite 206
Park City, Utah 84068
435.901.3716 f:435.645.0621
peteg@landsolutionspc.biz

SUMMIT COUNTY
ORDINANCE NO. _850__

DEER MEADOWS SPECIALLY PLANNED AREA

PREAMBLE

WHEREAS, this matter came before the Summit County Council [hereinafter "County Council"] for consideration of a Specially Planned Area [hereinafter "SPA"] for the Deer Meadows property, pursuant to an application submitted by Deer Meadows, LLC; and,

WHEREAS, the County Land Use Development and Management Act, U.C.A. 17-27a-101 et. seq., (1953), as amended, as well as the Eastern Summit County Development Code, §11-3-10 provides the County Council with the statutory authority to rezone the Deer Meadows, LLC property; and,

WHEREAS, Deer Meadows, LLC is the owner of property totaling approximately 99.63 acres of land located within the Tollgate Canyon area of Eastern Summit County; and,

WHEREAS, there currently exists one residential unit on the Deer Meadows, LLC property; and

WHEREAS, the Deer Meadows, LLC property is currently zoned AG-100 [Agricultural use with a residential density of one (1) dwelling unit per one hundred (100) acres] in an area of recreation facilities and cabins and under such base zoning is therefore eligible for no additional dwelling units; and

WHEREAS, the opportunity for a rezone of the Deer Meadows, LLC property to a SPA Zone District, which designates uses, residential densities, and development locations, and has as its purpose the allowance, at the discretion of Summit County, of flexibility in the use of land, densities, site layout, and project design based upon the best interest of the general health, safety, and welfare of County residents, is provided for in the Eastern Summit County Development Code §11-3-10; and,

WHEREAS, an appropriate form of development agreement which addresses a more detailed level of design plan and site plan review is necessary to implement the SPA Zoning District; and,

WHEREAS, when the Deer Meadows SPA application was reviewed by the Eastern Summit County Planning Commission, the proposal consisted of a 21-lot subdivision; and

WHEREAS, the Eastern Summit County Planning Commission held a public hearing and work sessions to consider the Deer Meadows, LLC application and voted 3 to 3 resulting in no recommendation being forwarded to the County Council; and

EXHIBIT D

WHEREAS, during work session before the County Council, the Deer Meadows' SPA application proposal was reduced from the original 21-lot subdivision to a 7 lot proposal; and

WHEREAS, a public hearing was held to receive public comment and allow for Deer Meadows, LLC and the planning staff to make presentations to the public and County Council in regard to the application on October 14, 2015, due process having been afforded to all who participated;

NOW THEREFORE, the County Legislative Body of the County of Summit, the State of Utah, ordains as follows:

Section 1. **SPA Zone Designation – Deer Meadows Zone District.**

The County Council specifically finds that the Deer Meadows proposal satisfies the requirements for a SPA designation and zone district under the Eastern Summit County Development Code, as amended; and therefore, Deer Meadows property, as depicted on Exhibit A hereto, shall be and is hereby rezoned from AG-100 to "Specially Planned Area" (SPA), subject to the negotiation of an appropriate form of a development agreement consistent with this Ordinance.

The rezoning to the SPA designation allows for an appropriate level of flexibility on the part of Deer Meadows, LLC, so long as the development authorized hereunder is undertaken in a manner that is consistent with community goals and objectives while providing benefits to the public in exchange for appropriate increases in residential densities and intensities of uses.

Section 2. **Development Agreement.**

The SPA Zone District shall be implemented through an appropriate form of a development agreement with Deer Meadows, LLC to specifically define the terms and conditions for the development of the property. The agreement shall encompass the appropriate land uses and densities, and shall specifically define site layout requirements, infrastructure design standards, primary road pattern, public facilities and amenities required to meet the needs of future residents of the project and ensure the completion of these improvements, phasing, and other related matters indicated in this Ordinance, so long as the provisions of the development agreement are consistent with this Ordinance and is in accordance with other applicable and appropriate provisions of the Eastern Summit County Development Code, General Plan, and other policies and ordinances of Summit County.

Section 3. **Development Locations.**

The general development location shall be as depicted in Exhibit B. The specific details as to the type and location of specific development within these areas, as well as related design issues shall be worked out through an appropriate form of a development agreement.

Section 4. **Permitted Uses and Residential Densities.**

EXHIBIT D

The Deer Meadows property is approved for seven (7) single family residential units, which includes six (6) single family residential units yet to be built and the one (1) existing residential unit.

Section 5. **Findings of Fact**

1. Deer Meadows LLC is the owner of parcels SS-142-E-2-B (4.16 acres); SS-142-E-2-C (3.31 acres); SS-142-E-2-D (5.99 acres); SS-142-E-2-E (17.12 acres); SS-142-E-2-F (21.97); SS-142-E-2-G (47.08 acres);
2. Combined there is a total of 99.63 acres on site.
3. The property is zoned Agricultural (AG-100).
4. In February of 2008 Deer Meadows LLC applied for a development agreement that would transfer density from existing lots of record in the Pine Meadows subdivisions to the property creating 8 units.
5. The application was reviewed by the Eastern Summit County Planning Commission (ESCPC) who forwarded a positive recommendation to the County Council.
6. The County Council denied the application based on a failure to provide a benefit to the general public.
7. In October of 2010, Deer Meadows LLC returned with a new proposal for a Specially Planned Area that would create 21 lots on the parcel.
8. The project was reviewed by the ESCPC on December 1, 2010, and January 5, 2011.
9. On January 18, 2012 the ESCPC held a public hearing and voted on the project.
10. The vote was 3-3 resulting in the SPA application being forwarded to the SCC with no recommendation.
11. On November 28, 2012 the County Council held a work session and Deer Meadows LLC reduced the proposed number of units from 21 to 7.
12. Deer Meadows LLC proposes seven (7) single family residential lots six (6) of which have yet to be built and one (1) of which is an existing cabin structure for a total of seven (7) single family lots. The new 6 lots and the existing cabin lot will be platted only after six (6) Building Rights have been extinguished from existing Lots of Record within Tollgate Canyon and Pine Meadows.
13. There will be no further development, structures, pads or decks, on any extinguished Lot of Record including the parking or storage of vehicles and trailers. Such restriction will be enforced by a Deed Restriction against the eliminated Lot.
14. Deer Meadows LLC met with representatives from the North Summit Fire District, who stated that provided they adhere to all current standards and regulations set forth in the International Fire Code, then North Summit Fire District would support the project.
15. The proposed development will keep the existing density in the area the same.
16. The elimination of the existing lots will mitigate any increase in traffic impacts on the immediate area and will provide additional benefits to the County that otherwise would not be available.
17. The uses proposed on the lots are similar in size and scale to other developments in the immediate area.
18. Deer Meadows LLC has demonstrated that they can provide water, septic, electricity and other necessary utilities to the site in a safe and efficient manner.
19. The proposed building sites are located off of ridgelines, away from sensitive lands such as wetlands and streams, and will be designed to mitigate issues related to fire.
20. Deer Meadows LLC's request to allow 2500 sq. ft. accessory units per lot is excessive because it adds impacts to the Deer Meadows property above what would have been

EXHIBIT D

permitted by the extinguished 6 lots

Section 6. **Conclusions of Law**

1. There is good cause for this SPA.
2. The proposed SPA as conditioned complies with all requirements of the Eastern Summit County Development Code.
3. The SPA as conditioned is consistent with the Eastern Summit County General Plan, as amended.
4. The SPA is not detrimental to public health, safety and welfare, as the proposal will keep the existing density and uses the same.
5. The SPA is compatible with the existing neighborhood character and will not adversely affect surrounding land uses.
6. The effects of any differences in use or scale have been mitigated through careful planning.
7.

Section 7. **Conditions of SPA Approval.**

The Deer Meadows SPA is conditioned on the following:

1) As part of the consideration for the Deer Meadows SPA, the density associated with six (6) lots within the adjacent and platted Pine Meadows subdivision shall be extinguished. At the time of Development Agreement approval, the six (6) lots within Pine Meadows whose density will be extinguished shall be specifically identified by parcel number, shall be considered buildable lots and approved as such by Summit County, and deed restrictions in a form approved by Summit County shall be recorded against those six (6) lots.

2) The Development Agreement referenced in Section 2 shall be recorded against the Deer Meadows property, as identified in Exhibit A and the six (6) lots within the Pine Meadows subdivision whose density is to be extinguished.

3) The Development Agreement shall outline with specificity the benefits to the public that justify the Deer Meadows SPA and once approved said benefits shall be evidenced on the Deer Meadows final subdivision plat to provide notice to all future lot owners.

4) The Deer Meadows property shall be subject to the same allowed and permitted uses outlined in Chapter 3 of the Eastern Summit County Development Code, which pertain to the six (6) lots whose density is to be extinguished.

5) The Deer Meadows SPA approval is valid for a period of one (1) year during which time Deer Meadows LLC shall apply for approval of the Development Agreement outlined in Section 2 and approval of the Deer Meadows final subdivision plat.

Section 8. **Conflict.**

EXHIBIT D

In the event of any conflict between this Ordinance and any other Summit County ordinances or regulations, the provisions of this Ordinance shall be controlling.

Section 9. **Savings Clause.**

In the event one or more of the provisions of this Ordinance shall, for any reason, be held to be unenforceable or invalid in any respect under any applicable laws, such unenforceability or invalidity shall not affect any other provision; and in such an event, this Ordinance shall be construed as if such unenforceable or invalid provision had never been contained herein.

Section 10. **No Rights Created in Third Parties.**

This Ordinance is not intended to, nor shall it be construed to create any rights, claims, or causes of action in third parties.

Section 11. **Effective Date.**

This Ordinance shall become effective after publication of such in accordance with applicable State law.

APPROVED, ADOPTED, AND PASSED and ordered published by the Summit County Council, this _14___ day of __October__, 2015.

SUMMIT COUNTY COUNCIL

By:_____
Chairman

Councilperson McMullin voted: _aye____
Councilperson Armstrong voted: _aye____
Councilperson Ure voted: _aye____
Councilperson Robinson voted: _aye____

COUNTY CLERK'S SEAL
SUMMIT COUNTY
1854
STATE OF UTAH

ATTEST:

_____
County Clerk
Summit County, Utah

APPROVED AS TO FORM:

_____
Deputy County Attorney
Summit County, Utah

EXHIBIT D

EXHIBIT "A"

Legal Description

A legal description for Deer Meadows Lot 1

BEGINNING AT A POINT NORTH 00°07'58" WEST ALONG THE WEST LINE OF SECTION 15, A DISTANCE OF 1252.63 FEET FROM THE SOUTHWEST CORNER OF SECTION 15, TOWNSHIP 1 NORTH, RANGE 4 EAST, SALT LAKE BASE AND MERIDIAN; AND RUNNING THENCE NORTH 00°07'58" WEST 316.96 FEET TO A POINT OF A NON-TANGENT 50.00 FOOT RADIUS CURVE TO THE LEFT (WHICH RADIUS POINT BEARS NORTH 16°35'28" WEST); THENCE ALONG THE ARC OF SAID CURVE 38.94 FEET THROUGH A CENTRAL ANGLE OF 44°37'30"; THENCE NORTH 28°47'01" EAST 23.22 FEET; THENCE NORTH 23°17'37" EAST 159.49 FEET TO THE POINT OF A 195.00 FOOT RADIUS CURVE TO THE RIGHT; THENCE ALONG THE ARC OF SAID CURVE 88.10 FEET THROUGH A CENTRAL ANGLE OF 25°53'09"; THENCE NORTH 49°10'46" EAST 57.43 FEET; THENCE NORTH 53°25'19" EAST 69.66 FEET TO THE POINT OF A 160.00 FOOT RADIUS CURVE TO THE RIGHT; THENCE ALONG THE ARC OF SAID CURVE 83.56 FEET THROUGH A CENTRAL ANGLE OF 29°55'19"; THENCE NORTH 83°20'38" EAST 9.83 FEET; THENCE SOUTH 08°30'48" EAST 26.37 FEET; THENCE SOUTH 19°21'29" EAST 216.73 FEET; THENCE SOUTH 12°38'10" EAST 56.75 FEET TO A POINT OF A 150.00 FOOT RADIUS CURVE TO THE RIGHT; THENCE ALONG THE ARC OF SAID CURVE 90.04 FEET THROUGH A CENTRAL ANGLE OF 34°23'33"; THENCE SOUTH 21°45'23" WEST 47.83 FEET; THENCE SOUTH 29°34'51" WEST 81.07 FEET; THENCE SOUTH 53°57'21" WEST 64.12 FEET; THENCE SOUTH 68°45'40" WEST 232.58 FEET; THENCE SOUTH 58°26'23" WEST 71.85 FEET; THENCE SOUTH 40°37'37" WEST 52.54 FEET TO THE POINT OF BEGINNING.

A legal description for Deer Meadows Lot 2

BEGINNING AT A POINT NORTH 00°07'58" WEST ALONG THE WEST LINE OF SECTION 15, A DISTANCE OF 1569.59 FEET FROM THE SOUTHWEST CORNER OF SECTION 15, TOWNSHIP 1 NORTH, RANGE 4 EAST, SALT LAKE BASE AND MERIDIAN, SAID POINT OF BEGINNING BEING ALSO SOUTH 00°07'58" EAST 1107.77 FEET FROM THE WEST QUARTER CORNER OF SAID SECTION 15; AND RUNNING THENCE NORTH 00°07'58" WEST 623.77; THENCE NORTH 83°23'32" EAST 410.72 FEET; THENCE SOUTH 23°00'39" WEST 134.20 FEET; THENCE SOUTH 06°51'58" WEST 120.54 FEET; THENCE SOUTH 01°47'22" EAST 56.09 FEET; THENCE SOUTH 83°20'38" WEST 9.83 FEET TO A POINT ON A 160.00 FOOT RADIUS CURVE TO THE LEFT; THENCE ALONG THE ARC OF SAID CURVE 83.56 FEET THROUGH A CENTRAL ANGLE OF 29°55'19"; THENCE SOUTH 53°25'19" WEST 69.66 FEET; THENCE SOUTH 49°10'46" WEST 57.43 FEET TO A POINT OF A 195.00 FOOT RADIUS CURVE TO THE LEFT; THENCE ALONG THE ARC OF SAID CURVE 88.10 FEET THROUGH A CENTRAL ANGLE OF 25°53'09"; THENCE SOUTH 23°17'37" WEST 159.49 FEET; THENCE SOUTH 28°47'01" WEST 23.22 FEET TO THE POINT OF A 50.00 FOOT CURVE TO THE RIGHT; THENCE ALONG THE ARC OF SAID CURVE 38.94 FEET THROUGH A CENTRAL

EXHIBIT A
EXHIBIT D

ANGLE OF 44°37'30" TO THE POINT OF BEGINNING.

A legal description for Deer Meadows Lot 3

BEGINNING AT THE WEST QUARTER CORNER OF SECTION 15, TOWNSHIP 1 NORTH, RANGE 4 EAST, SALT LAKE BASE AND MERIDIAN; AND RUNNING THENCE NORTH 00°05'21" WEST ALONG SAID SECTION LINE 323.21 FEET; THENCE EAST 148.75 FEET; THENCE SOUTH 04°18'12" EAST 79.57 FEET; THENCE SOUTH 26°45'53" EAST 80.73 FEET; THENCE SOUTH 43°41'41" EAST 181.18 FEET; THENCE SOUTH 32°23'44" EAST 89.22 FEET; THENCE SOUTH 17°51'04" EAST 167.68 FEET; THENCE SOUTH 23°49'42" EAST 78.31 FEET; THENCE SOUTH 09°35'24" EAST 60.05 FEET; THENCE SOUTH 23°00'39" WEST 121.41 FEET; THENCE SOUTH 83°23'32" WEST 410.72 FEET; THENCE NORTH 00°07'58" WEST 484.00 FEET TO THE POINT OF BEGINNING.

A legal description for Deer Meadows Lot 4

BEGINNING AT A POINT NORTH 00°07'58" WEST 1452.09 FEET AND EAST 364.49 FEET FROM THE SOUTHWEST CORNER OF SECTION 15, TOWNSHIP 1 NORTH, RANGE 4 EAST, SALT LAKE BASE AND MERIDIAN; AND RUNNING THENCE NORTH 29°34'51" EAST 81.07 FEET; THENCE NORTH 21°45'23" EAST 47.83 FEET TO THE POINT OF A 150.00 FOOT CURVE TO THE LEFT; THENCE ALONG THE ARC OF SAID CURVE 90.04 FEET THROUGH A CENTRAL ANGLE OF 34°23'33"; THENCE NORTH 12°38'10" WEST 56.75 FEET; THENCE NORTH 19°21'29" WEST 216.73 FEET; THENCE NORTH 08°30'48" WEST 26.37 FEET; THENCE NORTH 01°47'22" WEST 56.09 FEET; THENCE NORTH 29°22'05" EAST 136.10 FEET; THENCE NORTH 38°09'02" EAST 49.54 FEET; THENCE NORTH 62°33'32" EAST 37.17 FEET; THENCE NORTH 68°47'41" EAST 137.20 FEET; THENCE NORTH 49°06'26" EAST 58.41 FEET; THENCE NORTH 29°41'50" EAST 122.10 FEET; THENCE NORTH 48°46'48" EAST 53.87 FEET; THENCE NORTH 67°34'49" EAST 218.64 FEET; THENCE NORTH 75°39'18" EAST 241.08 FEET; THENCE NORTH 64°48'48" EAST 68.51 FEET; THENCE NORTH 69°48'20" EAST 104.13 FEET; THENCE SOUTH 00°06'08" EAST 912.28 FEET TO A POINT ON A NON-TANGENT 345.00 FOOT RADIUS CURVE TO THE LEFT, WHICH RADIUS POINT BEARS SOUTH 06°10'32" EAST; THENCE ALONG THE SOUTH LINE OF A DIRT ROAD THE FOLLOWING ELEVEN (11) COURSES; THENCE ALONG THE ARC OF SAID CURVE 147.27 FEET THROUGH A CENTRAL ANGLE OF 24°27'29"; THENCE SOUTH 59°21'59" WEST 98.08 FEET TO A POINT OF A 65.00 FOOT RADIUS CURVE TO THE RIGHT; THENCE ALONG THE ARC OF SAID CURVE 90.02 FEET THROUGH A CENTRAL ANGLE OF 79°21'02"; THENCE NORTH 41°16'59" WEST 67.80 FEET TO A POINT OF A 70.00 FOOT RADIUS CURVE TO THE LEFT; THENCE ALONG THE ARC OF SAID CURVE 87.01 FEET THROUGH A CENTRAL ANGLE OF 71°13'20"; THENCE SOUTH 66°51'31" WEST 104.25 FEET TO A POINT OF 355.10 FOOT RADIUS CURVE TO THE RIGHT, WHICH RADIUS POINT BEARS NORTH 23°27'29" WEST; THENCE ALONG THE ARC OF SAID CURVE 152.75 FEET THROUGH A CENTRAL ANGLE OF 24°38'45" TO A POINT OF A 230.00 FOOT RADIUS REVERSE CURVE TO THE LEFT; THENCE ALONG

EXHIBIT A
EXHIBIT D

THE ARC OF SAID CURVE 149.46 FEET THROUGH 37°13'55"; THENCE SOUTH 53°57'21" WEST 199.73 FEET TO THE POINT OF BEGINNING.

A legal description for Deer Meadows Lot 5

BEGINNING AT THE NORTHWEST CORNER OF SECTION 15, TOWNSHIP 1 NORTH, RANGE 4 EAST, SALT LAKE BASE AND MERIDIAN; AND RUNNING THENCE NORTH 89° 53' 01"EAST ALONG THE NORTH LINE OF SAID SECTION 15, A DISTANCE OF 1340.34 FEET; THENCE SOUTH 51° 59' 53" WEST 920.85 FEET; THENCE SOUTH 38° 03' 02" WEST 355.76 FEET; THENCE SOUTH 31° 16' 00" WEST 156.05 FEET; THENCE SOUTH 40° 41' 02" WEST 91.63 FEET; THENCE SOUTH 36° 44' 05" WEST 151.32 FEET; THENCE SOUTH 39° 54' 22" WEST 80.71 FEET; THENCE SOUTH 27° 35' 48" WEST 161.59 FEET; THENCE SOUTH 16° 58' 55" WEST 37.90 FEET; THENCE SOUTH 03° 50' 19" WEST 76.77 FEET; THENCE SOUTH 06° 24' 49" EAST 42.35 FEET; THENCE WEST 23.73 FEET TO THE WEST LINE OF SAID SECTION 15; THENCE NORTH 00° 05' 20" WEST ALONG SAID WEST LINE 1528.57 FEET TO THE POINT OF BEGINNING.

A legal description for Deer Meadows Lot 6

BEGINNING AT A POINT NORTH 89° 53' 01"EAST ALONG THE NORTH LINE OF SAID SECTION 15, A DISTANCE OF 1340.34 FEET FROM THE NORTHWEST CORNER OF SECTION 15, TOWNSHIP 1 NORTH, RANGE 4 EAST, SALT LAKE BASE AND MERIDIAN; AND RUNNING THENCE SOUTH 51° 59' 53" WEST 920.85 FEET; THENCE SOUTH 38° 03' 02" WEST 355.76 FEET; THENCE SOUTH 31° 16' 00" WEST 156.05 FEET; THENCE SOUTH 40° 41' 02" WEST 91.63 FEET; THENCE SOUTH 36° 44' 05" WEST 151.32 FEET; THENCE SOUTH 39° 54' 22" WEST 80.71 FEET; THENCE SOUTH 27° 35' 48" WEST 161.59 FEET; THENCE SOUTH 16° 58' 55" WEST 37.90 FEET; THENCE SOUTH 03° 50' 19" WEST 76.77 FEET; THENCE SOUTH 06° 24' 49" EAST 42.35 FEET; THENCE EAST 1316.96 FEET; THENCE NORTH 00° 06' 07" WEST 1531.30 FEET TO THE POINT OF BEGINNING.

EXISTING CABIN 2 (UNCLE TOM'S CABIN)
BEGINNING AT A POINT NORTH 00°05'21" WEST 323.21 FEET FROM THE WEST QUARTER CORNER OF SECTION 15, TOWNSHIP 1 NORTH, RANGE 4 EAST, SALT LAKE BASE AND MERIDIAN; AND RUNNING THENCE NORTH 00°05'21" WEST ALONG THE WEST LINE OF SAID SECTION 15, A DISTANCE OF 824.12 FEET; THENCE EAST 1340.70 FEET; THENCE SOUTH 00°06'08" EAST 639.64 FEET; THENCE SOUTH 59°48'13" WEST 101.23 FEET; THENCE SOUTH 80°36'59" WEST 39.55 FEET; THENCE SOUTH 89°03'44" WEST 158.02 FEET; THENCE SOUTH 83°25'26THE AR" WEST 28.71 FEET; THENCE SOUTH 88°07'13" WEST 145.72 FEET; THENCE SOUTH 84°38'22 WEST 113.24 FEET; THENCE NORTH 74°34'34" WEST 36.35 FEET; THENCE NORTH 66°32'44" WEST 109.79 FEET; THENCE NORTH 79°15'00" WEST 50.77 FEET; THENCE SOUTH 83°16'47" WEST 51.82 FEET; THENCE SOUTH 67°00'21" WEST 416.37 FEET; THENCE WEST 148.75 FEET TO THE POINT OF BEGINNING.

EXHIBIT A
EXHIBIT D

EXHIBIT "B"
PROJECT DEVELOPMENT PLAN

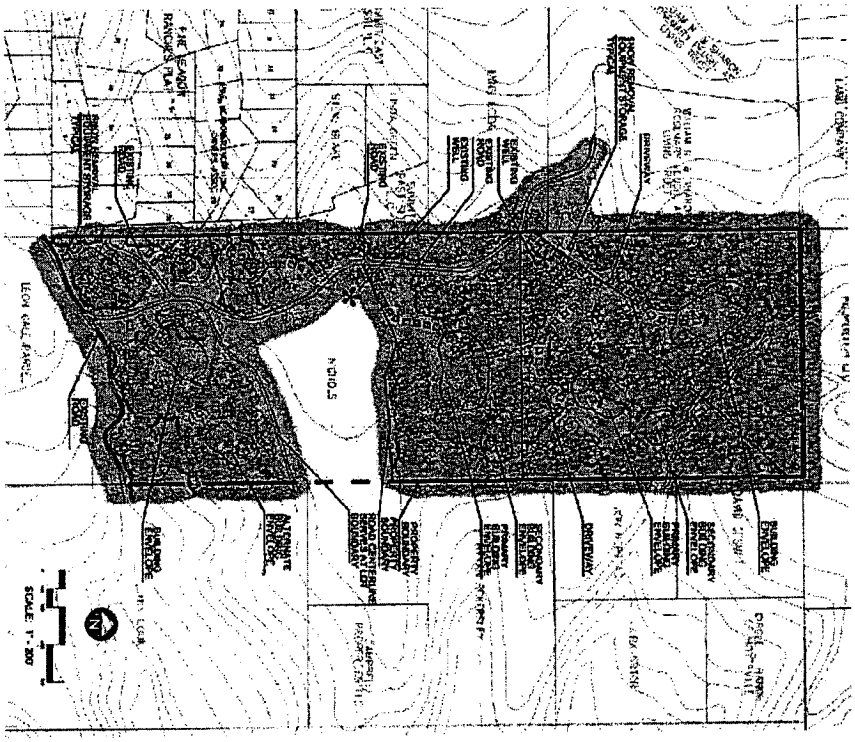


EXHIBIT D

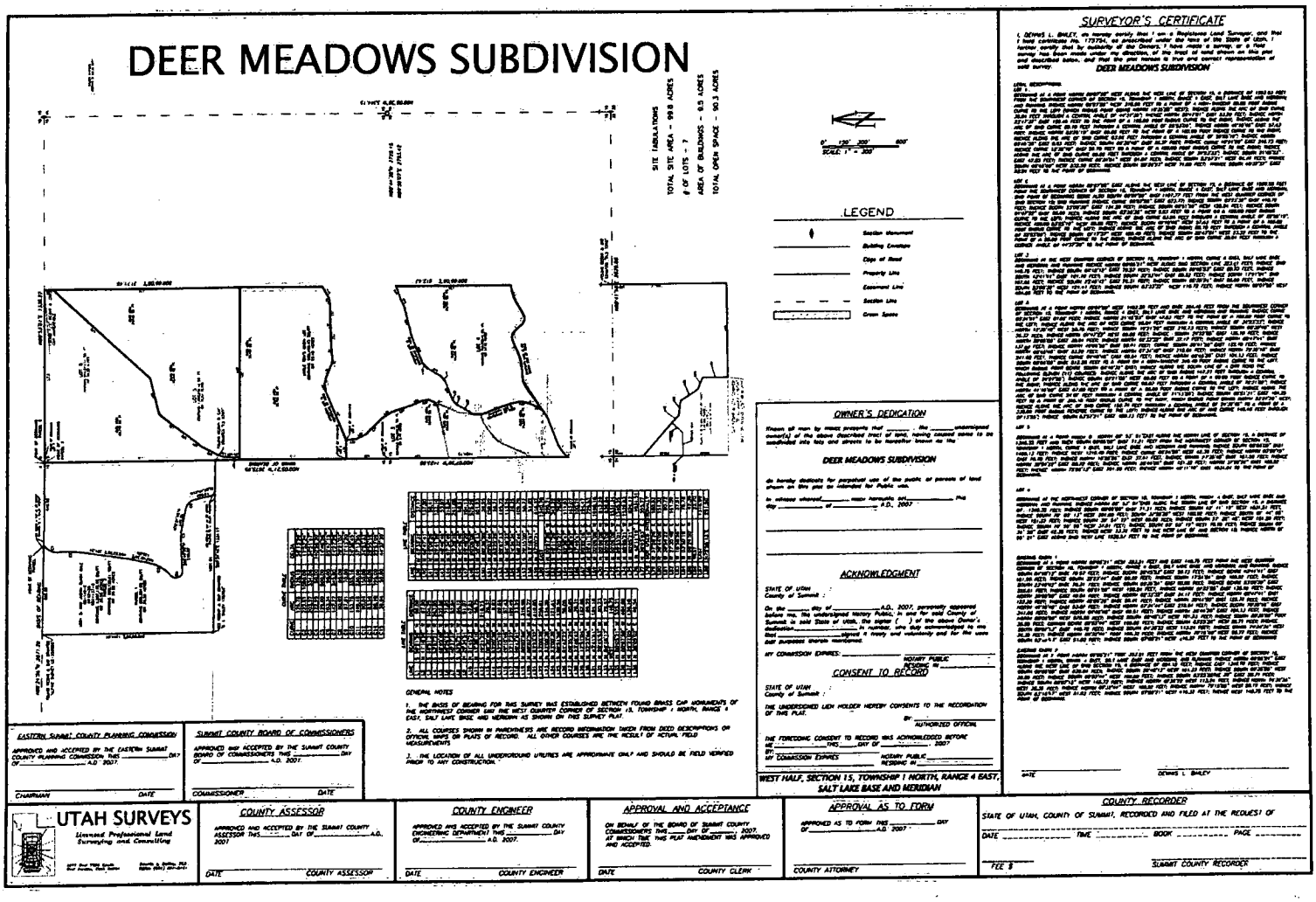

DEER MEADOWS SUBDIVISION
SITE TABULATIONS
TOTAL SITE AREA - 99.8 ACRES
OF LOTS - 7
AREA OF BUILDINGS - 6.5 ACRES
TOTAL OPEN SPACE - 90.3 ACRES
LEGEND
Section Monument
Building Envelope
Edge of Road
Property Line
Easement Line
Section Line
Green Space
SCALE: 1" = 200'
GENERAL NOTES
1. THE BASIS OF BEARING FOR THIS SURVEY WAS ESTABLISHED BETWEEN FOUND BRASS CAP MONUMENTS, OF THE NORTHWEST CORNER SAID THE WEST QUARTER CORNER OF SECTION 15, TOWNSHIP 1 NORTH, RANGE 4 EAST, SALT LAKE BASE AND MERIDIAN AS SHOWN ON THIS SURVEY PLAT.
2. ALL COURSES SHOWN IN PARENTHESES ARE RECORD INFORMATION TAKEN FROM DEED DESCRIPTIONS OR OFFICIAL MAPS OR PLATS OF RECORD. ALL OTHER COURSES ARE THE RESULT OF ACTUAL FIELD MEASUREMENTS.
3. THE LOCATION OF ALL UNDERGROUND UTILITIES ARE APPROXIMATE ONLY AND SHOULD BE FIELD VERIFIED PRIOR TO ANY CONSTRUCTION.
SURVEYOR'S CERTIFICATE
DEER MEADOWS SUBDIVISION
OWNER'S DEDICATION
DEER MEADOWS SUBDIVISION
ACKNOWLEDGMENT
STATE OF UTAH
County of Summit
CONSENT TO RECORD
STATE OF UTAH
County of Summit
WEST HALF, SECTION 15, TOWNSHIP 1 NORTH, RANGE 4 EAST, SALT LAKE BASE AND MERIDIAN
EASTERN SUMMIT COUNTY PLANNING COMMISSION
SUMMIT COUNTY BOARD OF COMMISSIONERS
UTAH SURVEYS
Licensed Professional Land Surveying and Consulting
COUNTY ASSESSOR
COUNTY ENGINEER
APPROVAL AND ACCEPTANCE
APPROVAL AS TO FORM
COUNTY RECORDER
STATE OF UTAH, COUNTY OF SUMMIT, RECORDED AND FILED AT THE REQUEST OF

EXHIBIT D

MEMORANDUM

Date: July 14, 2016
To: Tom Fisher County Manager
From: Ray Milliner, County Planner
Re.: Deer Meadows Eastern Summit County Sewer Advisory Committee (ESAC) Recommendation

---

On July 7, 2016, the Eastern Summit County Sewer Advisory Committee (ESAC) held a public hearing and voted 4-0 to forward a positive recommendation to the County Manager for the proposed seven (7) lot Deer Meadows Major Subdivision.

The applicant is proposing the use of individual septic systems for each lot. Perc tests for each vacant lot were conducted by the applicant, and they were reviewed by the Summit County Health Department. Each was found compliant.

If the County Manager approves the proposal, the applicants will move forward with a review for preliminary subdivision approval with the County Council.

Staff recommends that the Summit County Manager confirm the recommendation from ESAC, with the following findings and conditions:

1. The applicant is the owner of parcels SS-142-E-2-B (4.16 acres); SS-142-E-2-C (3.31 acres); SS-142-E-2-D (5.99 acres); SS-142-E-2-E (17.12 acres); SS-142-E-2-F (21.97); SS-142-E-2-G (47.08 acres);
2. Combined there is a total of 99.63 acres on site.
3. The property is zoned Agricultural (AG-100).
4. The applicant proposes seven (7) single family residential lots six (6) of which have yet to be built and one (1) of which is an existing cabin structure for a total of seven (7) single family lots.
5. The new 6 lots and the existing cabin lot will be platted only after six (6) Building Rights have been extinguished from existing Lots of Record within Tollgate Canyon and Pine Meadows.
6. The elimination of the existing lots will mitigate any impacts from the additional septic tanks on the immediate area.
7. The uses proposed on the lots are similar in size and scale to other developments in the immediate area.
8. On June 17, 2016, the applicant submitted information indicating that percolation tests had been completed on each of the proposed building lots.

COMMUNITY DEVELOPMENT DEPARTMENT - PLANNING DIVISION
P.O. BOX 128
60 NORTH MAIN STREET
COALVILLE, UT 84017
PHONE (435) 336-3124 FAX (435) 336-3046
WWW.SUMMITCOUNTY.ORG

EXHIBIT D

9. The Summit County Health Department reviewed the percolation test results and found that they met the minimum standard for approval.
10. On July 7, 2016 the proposed subdivision was reviewed by the Eastern Summit County Sewer Advisory Committee.
11. On July 7, 2016 the Eastern Summit County Sewer Advisory Committee voted unanimously to forward a positive recommendation to the County Manager.
12. The applicant has demonstrated that he can provide water, septic, electricity and other necessary utilities to the site in a safe and efficient manner.

Conclusions of Law:

1. There is good cause for this approval.
2. The proposed septic system complies with all requirements of the Eastern Summit County Development Code.
3. The proposed septic system as conditioned is consistent with the Eastern Summit County General Plan, as amended.
4. The septic system is not detrimental to public health, safety and welfare, as the proposal will keep the existing density and uses the same.

Approved: _____ 7/14/2016
Tom Fisher
Summit County Manager
Date

Attachment:
ESAC Staff Report

EXHIBIT D

Ray
Thank you very much for the feedback. To many of us that are neighbors of this property, there is a zoning density for platted lots and to start changing those has an EXTREMELY NEGATIVE impact on everyone that has relied on the current density for the protection of their own property.

No matter the supposed benefit to Summit County because this has NO BENEFIT to Summit County and I am a resident of Summit County – it has turned out it is only a benefit to the Pine meadows HOA and subdivision – which is interesting because this property is not even within the confines of the PMHOA. It seems if you dress up a pig and put some lipstick on it – you get the approval after all. – just seems to me……

I know this has taken over 8 years to be approved – that is because NONE of the neighboring properties are in favor of this development.
Thanks again for answering my email, appreciate it!
Patsy

From: Ray Milliner [mailto:rmilliner@summitcounty.org]
Sent: Wednesday, July 13, 2016 3:32 PM
To: Patsy Barnes
Subject: RE: Public hearing for Deer Meadows Development

Hello Ms. Barnes:

The application up for approval next week is a Specially Planned Area. In order to receive the additional density, the applicant must demonstrate that the proposal is in the best interest of the health, safety, and welfare of the residents of Summit County, and that there are tangible community benefits. The applicant has proposed the following community benefits:

- Deer Meadows LLC will extinguish 6 lots of record within the Tollgate/Pine Meadows Subdivision prior to recordation of the final plat.
- Deer Meadows LLC will establish a 0.5% perpetual Real Estate Transfer Fee which will provide funds that benefit Tollgate Canyon. Transfer Fee to be paid to the PMRHOA at time of each transfer of real estate after the initial sale by the Master Developer.
- Master Developer shall enter into an agreement by which future lot owners will participate in funding annual snow plowing.
- Deer Meadows LLC will provide a onetime donation of $5,000.00 to the North Summit Fire District after final approval of the project and prior to recording of the final plat. Said funds will be used according to the discretion of the Fire Chief of North Summit Fire District in a manner that will benefit the Tollgate Canyon area.
- Deer Meadows LLC will provide a onetime donation of $5,000 to the Pine Meadows HOA after final approval of the project and prior to recording of the final plat. Said funds will be used toward the Pine Meadows Playground.
- Deer Meadows lots will pay all regular and special assessments of the Pine Meadow Ranch HOA including yearly dues, yearly road maintenance fees, and building impact fees. A $5,000.00 HOA impact fee will be paid to the HOA at the time of permitting of each new lot. Funds can be used for road improvements.

EXHIBIT E

This application is the culmination of about 8 years of negotiations between the property owner and the County. Any future applications for additional density on a parcel of property in the same zone will be reviewed on its own merits and will not be guaranteed any increase beyond base density.

Thanks
Ray

Ray Milliner
County Planner
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rmilliner@summitcounty.org

From: Patsy Barnes [mailto:pbarnes@redstarworldwide.com]
Sent: Tuesday, July 12, 2016 3:36 PM
To: Ray Milliner
Subject: Public hearing for Deer Meadows Development

Ray,
I just rec'd information that there will be a County Council meeting tomorrow night and the Deer Meadows Development may be approved for 7 lots (under a TDR) on 99.79 acres. I am getting ready to buy another 40 acres that is adjacent to our 80 acres we have just above the Deer Meadows proposed development. Would I be able to assume that given there are plenty of lots available within Pine Meadows that owners are interested in (and they qualify as unbuildable) that we could do app. 8 lots on the 120 acres?

I don't know if I will be able to make the meeting tomorrow night, will do my best to get there but before closing on this 40 acres I wanted to make sure we would have the same opportunities just up the road a mile or so from this property.
Any input is appreciated!
Patsy Barnes

Patsy Barnes
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EXHIBIT E