

**Save People Save Wildlife SPSW presentation Oct 12 Richins Library**

Introduction-History of our Non-Profit 501C3  
Partnership with Utah Department of Transportation  
Status of Fencing and Costs  
Ongoing Needs

Ralph Hottinger- President  
Sharon Cantwell- Fundraising and Community Relations  
Jim Clarke- Facilitator



## STAFF REPORT

**To:** County Council  
**Report Date:** October 12, 2016  
**Meeting Date:** October 12, 2016  
**Author:** Ronie Wilde & Brian Bellamy  
**Description:** 2016 Health Care Proposal

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### **A. Background**

The Summit County Health Group have been actively participating together since the Council created the group in 2012. Since then the group has been self-insured with SelectHealth acting as the Third Party Administrator for the medical plan. Since 2016 VRx has been providing their services to the County for our pharmacy benefits.

This year an RFP was issued for health care and prescription services. We had seven respondents for health care/prescription care. After reviewing the applications and meeting with a select group of providers, the Group selected SelectHealth to be the administrator for health care and VRx for the pharmacy benefit. We will continue to break out the pharmacy benefit by using VRx.

The Health Care Group has modified the 2016 health plans in accordance with attachment D. With these modifications health care costs will increase by 5%. The 2016 national health care trend is running 6.5%.

Summit County Personnel is asking the Council to continue the \$350/month payment to employees who choose not to participate with our health care plan. We are also asking the County to keep the donations to an HSA for employees participating in the Qualified High Deductible plan at \$1250/\$2500. This should further incentivize employees to leave the Care and Care+ options and make our employees better consumers for their health care.

### **B. Recommendation**

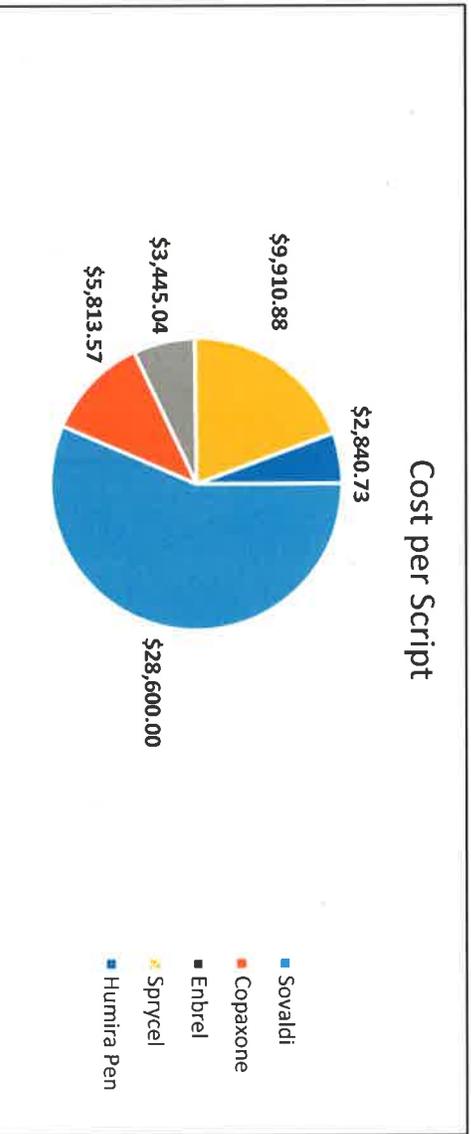
Continue paying the \$350/month for non-participants.  
Continue the amount being placed in an HSA for employees at \$1250/\$2500.  
Continue Biometric Testing for Employees and Spouses/Partners.

Schedule A  
**SUMMIT COUNTY**  
 Prescription Utilization Details

The top five prescription drugs processed through the pharmacy benefit from January 01, 2016 to August 31, 2016 were:

Drug Name	Common Use	Paid by Plan	Number of Scripts	Cost per Script
Sovaldi	Hepatitis C	\$85,800	3	\$28,600.00
Copaxone	Multiple Sclerosis	\$75,576	13	\$5,813.57
Enbrel	Rheumatoid Arthritis	\$68,901	20	\$3,445.04
Sprycel	Cancer	\$59,465	6	\$9,910.88
Humira Pen	Rheumatoid Arthritis	\$22,726	8	\$2,840.73
Total		\$312,468	50	\$50,610.22

The top five prescriptions represent 73.39% of the top 25 prescriptions paid and 52.98% of all prescriptions paid by the Summit County Employee Health Plan.



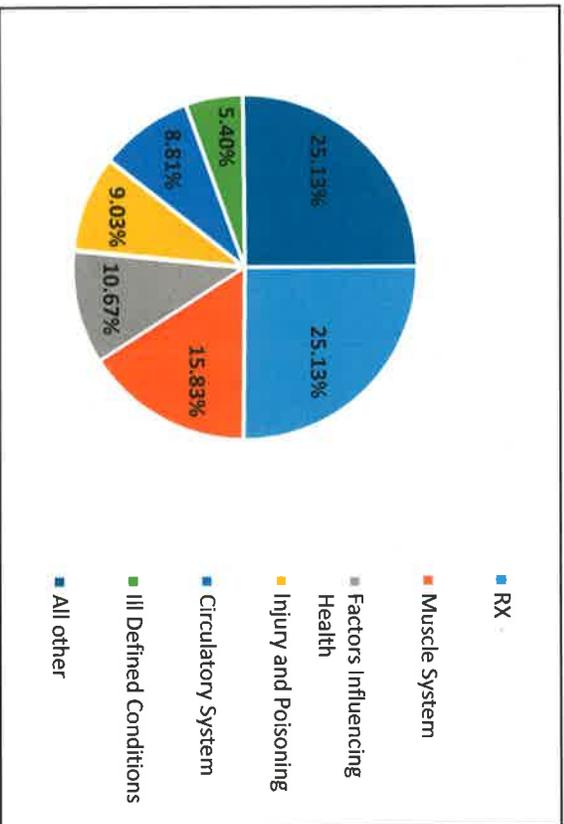
Schedule B  
**SUMMIT COUNTY**  
 2016 Health Care Plan

Current Enrollment	County	Group
Family	67.00%	60.00%
2 Party	19.00%	23.80%
Single	14.00%	16.20%
<b>Total</b>	<b>100%</b>	<b>100%</b>

Current Enrollment by Plan		
HDHP	43	132
Select Med	184	204
Select Care	38	47
Select Care +	0	7
<b>Total</b>	<b>265</b>	<b>390</b>

The top six diagnostic categories for the plan are:

	% of Total Claims Paid
RX	25.13%
Muscle System	15.83%
Factors Influencing Health	10.67%
Injury and Poisoning	9.03%
Circulatory System	8.81%
Ill Defined Conditions	5.40%
All other	25.13%



**DRAFT Sample of Benefits**

The following outlines the basic plan design for the 2016 Plan Year.

Summit County Employee Benefit Plan

Effective 01/01/17 to 12/31/17

This document is only a Sample of the benefits that may be available to you. Please refer to the Member Payment Summary and the Summary Plan Description for actual benefits information.	Select MedPlus		SelectMed Plus		SelectCare		SelectCare Plus	
	HealthSave							
	Participating	Non-Participating	Participating	Non-Participating	Participating	Non-Participating	Participating	Non-Participating
Deductible Individual/Family	You Pay	You Pay	You Pay	You Pay	You Pay	You Pay	You Pay	You Pay
Deductible Single Coverage/Family Coverage	\$1,500 / \$3,000	\$3,000 / \$6,000	\$1,500 / \$3,000	\$3,000 / \$6,000	\$1,000 / \$2,000	\$1,000 / \$2,000	\$1,000 / \$2,000	\$2,000 / \$4,000
Out-of-Pocket (OOP) Maximum Individual/Family	\$4,000 / \$8,000 (Deductible Included)	\$6,000 / \$12,000 (Deductible Included)	\$4,000 / \$8,000 (Deductible Included)	\$6,000 / \$12,000 (Deductible Included)	\$3,500 / \$7,000 (Deductible Included)	\$3,500 / \$7,000 (Deductible Included)	\$3,500 / \$7,000 (Deductible Included)	\$6,000 / \$12,000 (Deductible Included)
OOP Max Single Coverage/Family Coverage	Included in Deductible above		\$150 / \$300		\$150 / \$300		\$150 / \$300	
Pharmacy Deductible (per person/family/per calendar year)	Included in Deductible above		\$150 / \$300		\$150 / \$300		\$150 / \$300	
Prescription	20% <sup>2</sup>		20% <sup>2</sup>		20% <sup>2</sup>		20% <sup>2</sup>	
Traditional Drugs: Tier 1 / Tier 2 / Tier 3	20% <sup>2</sup>		20% <sup>2</sup>		20% <sup>2</sup>		20% <sup>2</sup>	
Specialty Drugs: Tier 1 / Tier 2 / Tier 3	20% <sup>2</sup> up to \$100 / 25% <sup>2</sup> up to \$250		20% <sup>2</sup> up to \$100 / 25% <sup>2</sup> up to \$250		20% <sup>2</sup> up to \$100 / 25% <sup>2</sup> up to \$250		20% <sup>2</sup> up to \$100 / 25% <sup>2</sup> up to \$250	
90-Day Maintenance Rx Mail Order Benefit	20% <sup>2</sup>		\$15 / \$25 <sup>1</sup> / \$50 <sup>4</sup>		\$15 / \$25 <sup>1</sup> / \$50 <sup>4</sup>		\$15 / \$25 <sup>1</sup> / \$50 <sup>4</sup>	
Tier 1 / Tier 2 / Tier 3	20% <sup>2</sup>		20% <sup>2</sup>		20% <sup>2</sup>		20% <sup>2</sup>	
Injectable Drugs & Specialty Medications	20% <sup>2</sup> through medical	30% <sup>2,3</sup> through medical	20% <sup>2</sup> through medical	30% <sup>2,3</sup> through medical	20% <sup>2</sup> through medical	30% <sup>2,3</sup> through medical	20% <sup>2</sup> through medical	30% <sup>2,3</sup> through medical

<sup>1</sup>Not applied to Out-of-Pocket Maximum  
<sup>2</sup>After deductible  
<sup>3</sup>After deductible w/preauthorization<sup>4</sup>  
<sup>4</sup>After Pharmacy deductible

**For all plans: if you visit a Rural Hospital or Facility, you will pay 30% coinsurance for all Inpatient and Outpatient Services, Ambulatory Surgical, and Major Diagnostic Tests.**

<sup>#</sup> Preauthorization is required for the following: a) certain injectable drugs and specialty medications; b) certain prescription drugs; c) certain DME items; d) certain mental health and chemical dependency services; and e) all services obtained outside the United States unless for a routine, urgent, or emergent condition. Please refer to your Certificate of Coverage or call Member Services for more information.

Schedule D

**SUMMIT COUNTY**

Biometric Requirements: Satisfied

Tobacco Use: Non-User

Plan Year 2016	Single			Two Party			Family		
	Employee	Employer	Total	Employee	Employer	Total	Employee	Employer	Total
SelectMed- QHDHP	\$0.00	\$443.00		\$0.00	\$885.00		\$0.00	\$1,371.00	
SelectMed+	\$0.00	\$443.00		\$0.00	\$885.00		\$0.00	\$1,371.00	
Select Care	\$111.00	\$443.00	\$554.00	\$221.00	\$885.00	\$1,106.00	\$343.00	\$1,371.00	\$1,714.00
SelectCare +	\$123.00	\$443.00	\$566.00	\$246.00	\$885.00	\$1,131.00	\$381.00	\$1,371.00	\$1,752.00
<b>Plan Year 2017</b>	Single			Two Party			Family		
	Employee	Employer	Total	Employee	Employer	Total	Employee	Employer	Total
SelectMed- QHDHP	\$0.00	\$466.00		\$0.00	\$930.00		\$0.00	\$1,440.00	
SelectMed	\$0.00	\$466.00		\$0.00	\$930.00		\$0.00	\$1,440.00	
Select Care	\$116.00	\$466.00	\$582.00	\$232.00	\$930.00	\$1,162.00	\$360.00	\$1,440.00	\$1,800.00
SelectCare +	\$129.00	\$466.00	\$595.00	\$258.00	\$930.00	\$1,188.00	\$400.00	\$1,440.00	\$1,840.00

Schedule E

**SUMMIT COUNTY**  
 Employee Pay 5%  
 Biometric Requirements Satisfied and Tobacco User (or)  
 Biometric Requirements Not Satisfied and Tobacco Non-User

Plan Year 2016	Single			Two Party			Family		
	Employee	Employer	Total	Employee	Employer	Total	Employee	Employer	Total
SelectMed-QHDHP	\$24.00	\$443.00	\$467.00	\$47.00	\$830.53	\$877.53	\$73.00	\$1,371.00	\$1,444.00
Select Med+	\$24.00	\$443.00	\$467.00	\$47.00	\$830.53	\$877.53	\$73.00	\$1,371.00	\$1,444.00
Select Care	\$124.00	\$443.00	\$567.00	\$247.00	\$830.53	\$1,077.53	\$383.00	\$1,371.00	\$1,754.00
SelectCare +	\$136.00	\$443.00	\$579.00	\$273.00	\$830.53	\$1,103.53	\$425.00	\$1,371.00	\$1,796.00
<b>Plan Year 2017</b>	Single			Two Party			Family		
	Employee	Employer	Total	Employee	Employer	Total	Employee	Employer	Total
SelectMed-QHDHP	\$26.00	\$466.00	\$492.00	\$51.00	\$930.00	\$981.00	\$79.00	\$1,440.00	\$1,519.00
Select Med+	\$26.00	\$466.00	\$492.00	\$51.00	\$930.00	\$981.00	\$79.00	\$1,440.00	\$1,519.00
Select Care	\$148.00	\$466.00	\$614.00	\$295.00	\$930.00	\$1,225.00	\$458.00	\$1,440.00	\$1,898.00
SelectCare +	\$162.00	\$466.00	\$628.00	\$323.00	\$930.00	\$1,253.00	\$500.00	\$1,440.00	\$1,940.00

Schedule F

**SUMMIT COUNTY**

Employee Pay 10%

Biometric Requirements Not Satisfied and Tobacco User

Plan Year 2016	Single				Two Party				Family			
	Employee	Employer	Total	Employee	Employer	Total	Employee	Employer	Total	Employee	Employer	Total
SelectMed-QHDHP	\$50.00	\$443.00	\$493.00	\$99.00	\$885.00	\$984.00	\$153.00	\$1,371.00	\$1,524.00	\$153.00	\$1,371.00	\$1,524.00
SelectMed+	\$50.00	\$443.00	\$493.00	\$99.00	\$885.00	\$984.00	\$153.00	\$1,371.00	\$1,524.00	\$153.00	\$1,371.00	\$1,524.00
Select Care	\$155.00	\$443.00	\$598.00	\$310.00	\$885.00	\$1,195.00	\$481.00	\$1,371.00	\$1,852.00	\$481.00	\$1,371.00	\$1,852.00
SelectCare +	\$169.00	\$443.00	\$612.00	\$338.00	\$830.53	\$1,168.53	\$525.00	\$1,371.00	\$1,896.00	\$525.00	\$1,371.00	\$1,896.00
<b>Plan Year 2017</b>	<b>Single</b>				<b>Two Party</b>				<b>Family</b>			
	Employee	Employer	Total	Employee	Employer	Total	Employee	Employer	Total	Employee	Employer	Total
SelectMed-QHDHP	\$53.00	\$466.00	\$519.00	\$105.00	\$930.00	\$1,035.00	\$163.00	\$1,440.00	\$1,603.00	\$163.00	\$1,440.00	\$1,603.00
SelectMed+	\$53.00	\$466.00	\$519.00	\$105.00	\$930.00	\$1,035.00	\$163.00	\$1,440.00	\$1,603.00	\$163.00	\$1,440.00	\$1,603.00
Select Care	\$182.00	\$466.00	\$648.00	\$364.00	\$930.00	\$1,294.00	\$564.00	\$1,440.00	\$2,004.00	\$564.00	\$1,440.00	\$2,004.00
SelectCare +	\$197.00	\$466.00	\$663.00	\$393.00	\$930.00	\$1,323.00	\$608.00	\$1,440.00	\$2,048.00	\$608.00	\$1,440.00	\$2,048.00

## STAFF REPORT

TO: Tom Fisher – County Manager  
FROM: Matt Jensen – Risk & Procurement Administrator  
DATE: October 5, 2016  
SUBJECT: Fairgrounds Master Plan

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Over the past four months, the Summit County Fairgrounds Master Plan Steering Committee has worked with consultants, stakeholders, and residents to explore options for redeveloping the County Fairgrounds. The Steering Committee has finalized a Preferred Alternative (see Attachment A) for the County Council's consideration. *This staff report summarizes the design process for the project and desires County Council input on the design before consideration of adopting the master plan on October 26th.*

### **DESIGN PROCESS REVIEW**

The current design process started on June 2<sup>nd</sup>, 2016 shortly after Landmark Design was awarded the contract to handle the master plan process. Landmark Design was provided previous fairground studies along with public feedback that was received before the decision was made to keep the fairgrounds in Coalville. Steering Committee members included Landmark and their consultants as well as representatives from County staff, Coalville City, North Summit Recreation District, and resident representatives from around the County (see Attachment B, page 1 for complete list). Meetings were held every two to three weeks to ascertain specific wants and needs along with reviewing initial configuration options. Goals that drove the project included first, replacing and improving functionally and structurally outdated buildings; second, upgrading and correcting utility infrastructure; and, three, increasing year-round utilization of fairground and associated recreational activities.

While the Steering Committee included an expansive array of interests and viewpoints, additional methods were used to engage public input on the project. Social media was a key aspect as updates were posted on a dedicated section of the County website and posts were made on the County and Fair's Facebook and Twitter pages. Direct public engagement included the following efforts:

- **Stakeholder Interview** – July 14<sup>th</sup> – Individual interviews by Landmark Design of Steering Committee groups along with extended stakeholder groups (i.e. North Summit School District and 4-H Livestock).
- **Public Information Booth at County Fair** – August 12<sup>th</sup> & 13<sup>th</sup> – Booth was manned by Landmark Design on both nights of the Rodeo. Four Alternatives were shown (see Attachment C) and feedback was received at the Fair and then through phone and email during the following weeks.
- **Public Information Meetings** – September 26<sup>th</sup> (Kimball Junction) & September 27<sup>th</sup> (Kamas) – Meetings provided feedback opportunities for different sections of the County. Committee members answered questions regarding the Preferred Alternative.

- **Open House** – September 29<sup>th</sup> – Held at the Quonset Hut, this meeting was well attended. Public reviewed the Preferred Alternative at three stations that were manned by Steering Committee members to answer questions.

The feedback from these public input sessions and continuing committee work will be included in an updated and slightly modified Preferred Alternative plan that will be ready for the Work Session with the Council on October 12<sup>th</sup>. This plan proposes a phased project (see Attachment D) over the next five (5) to ten (10) years. Total budget for the project is anticipated to range between \$8,000,000 and \$12,000,000 (including partner contributions) depending on the final design determination of each phase and the availability of funding as determined by the Council. Phasing the project could be staged around the Fair weekend to minimize construction impacts and, if desired, reduce the need to relocate the Fair. The proposed initial phase would focus on replacing the Quonset Hut with a Multi-Purpose Building.

### **RECOMMENDATION**

While no single plan can address the needs and desires of everyone: the Steering Committee holds that the Preferred Alternative encompasses a solution to a majority of the expressed needs as constrained by the available size and configuration of the property. It is important to note that this Master Plan will serve as a visionary statement that will help guide but not necessarily dictate the form and function of the final Fairground development. ***As such, it is recommended that the Council provide input on the Preferred Alternative and proceed with considering adoption of the Fairgrounds Master Plan on October 26<sup>th</sup>, with appropriate public comment at that council meeting.***

ATTACHMENT A – Preferred Alternative

ATTACHMENT B – Open House Information Sheet

ATTACHMENT C – Four Initial Alternatives

ATTACHMENT D – Preferred Alternative – Potential Phasing Plan

ATTACHMENT A – Preferred Alternative

**Preferred Alternative**  
**Summit County Fairgrounds Master Plan**



## SUMMIT COUNTY

### Fairgrounds Master Planning Process

Open House - September 29, 2016



#### PROJECT GOALS

Replace and improve functionally and structurally outdated facilities

Upgrade and correct utility infrastructure

Increase year-round utilization of fairgrounds & associated activities

#### How will this Project be funded?

*The Fairgrounds redevelopment will be funded through Transient Room Tax (TRT) revenues which is from a 3% tax imposed on overnight lodging throughout the County. The State Legislature has designated the use of TRT Funds for activities and projects that promote recreation, tourism, film production, and conventions. With a few exceptions, the bulk of TRT revenues come from the greater Park City area hotels.*

*Final project costs have not yet been determined, pending final approval of the Master Plan by the County Council.*

#### What is a Master Plan?

*A Master Plan is a visionary statement to help guide the design and construction process over the next 10 years. It is a flexible document and does not reflect final construction plans. Changes will be made as phased development occurs according to feedback from the community, stakeholders, consultants, and the architects.*

#### MEMBERS OF THE FAIRGROUNDS MASTER PLAN STEERING COMMITTEE

- Nate Brooks – North Summit Recreation District
- Kate McChesney – Park City Representative
- Dirk Rockhill – South Summit Representative
- Cliff Blonquist – Rodeo Representative
- Mayor Johnson – Coalville City Government
- Arlin Judd – Coalville City Government
- Tom Fisher – Summit County Manager
- Travis English – Summit County Fair Coordinator
- Anita Lewis, Summit County Assistant Manager
- Matt Jensen – Summit County Procurement Administrator
- Mike Crystal – Summit County Facilities Director
- Julie Booth – Summit County Public Affairs
- Judd Lawrence – Bingham Engineering
- Charles Allen – Parametrix Traffic Consultant
- Mark Vlasic – Landmark Design
- Hugh Holt – Landmark Design
- Jennifer Hale – Landmark Design
- Derek Wilson – RANGE Architecture & Design





## Why is the County developing recreation for North Summit?

*The County's intent is to redevelop facilities for the Fairgrounds. While doing so, the County is willing to consider other developments that will benefit the community while complementing year-round use of the Fairgrounds. Agreements are in development to grant entities like Coalville City and North Summit Recreation District to partner with the County for specific developments as those entities are willing to contribute to the development of such projects.*



## Has the Plan already been decided on?

*No. The preferred alternative is only the committee's recommendation. The County Council has not reviewed it. Their initial review will be on October 12th with consideration of adoption on October 26th. We anticipate that input from these public meetings will be reflected in master plan presented during those Council meetings.*

### Fairgrounds Master Plan Timeline for Current Project

12/15/2015	Open House on New Fairground Site in Hoytsville.
12/17/2015	County Council decides to keep the Fairground in Coalville and explore expansion
3/8/2016	County Purchase Offer for 13 Acres adjacent to existing Fairgrounds from Boswell Family Trust
3/30/2016	RFP for Fairground Master Plan posted
5/26/2016	Contract for Fairground Master Plan awarded to Landmark Design
6/2/2016	Steering Committee Kick Off Meeting & Site Tour
6/23/2016	Steering Committee Meeting
7/14/2016	Stakeholder Discovery Interviews
7/28/2016	Steering Committee Meeting - Initial Four Alternatives Review
8/12/2016	Fair Booth - Public Information
8/13/2016	Fair Booth - Public Information
9/7/2016	Steering Committee Meeting - Review of Alternatives
9/21/2016	Steering Committee Meeting - Preferred Alternative finalization
9/26/2016	Public Information Meeting - Kimball Junction Library
9/27/2016	Public Information Meeting - Kamas City Hall
9/29/2016	Public Open House - Fairgrounds Quonset Hut
10/12/2016	Council Work Session - Presentation of Final Preferred Alternative
10/26/2016	Council Meeting - Public Input and Council Consideration of Preferred Alternative

ATTACHMENT C – Four Initial Alternatives

**Alternative 1: Improved Rodeo with Amphitheater**  
**Summit County Fairgrounds Master Plan**



# Alternative 2: Improved Rodeo with Fair Promenade

## Summit County Fairgrounds Master Plan



# Alternative 3: Relocated Rodeo with Sports-Centered Park

## Summit County Fairgrounds Master Plan



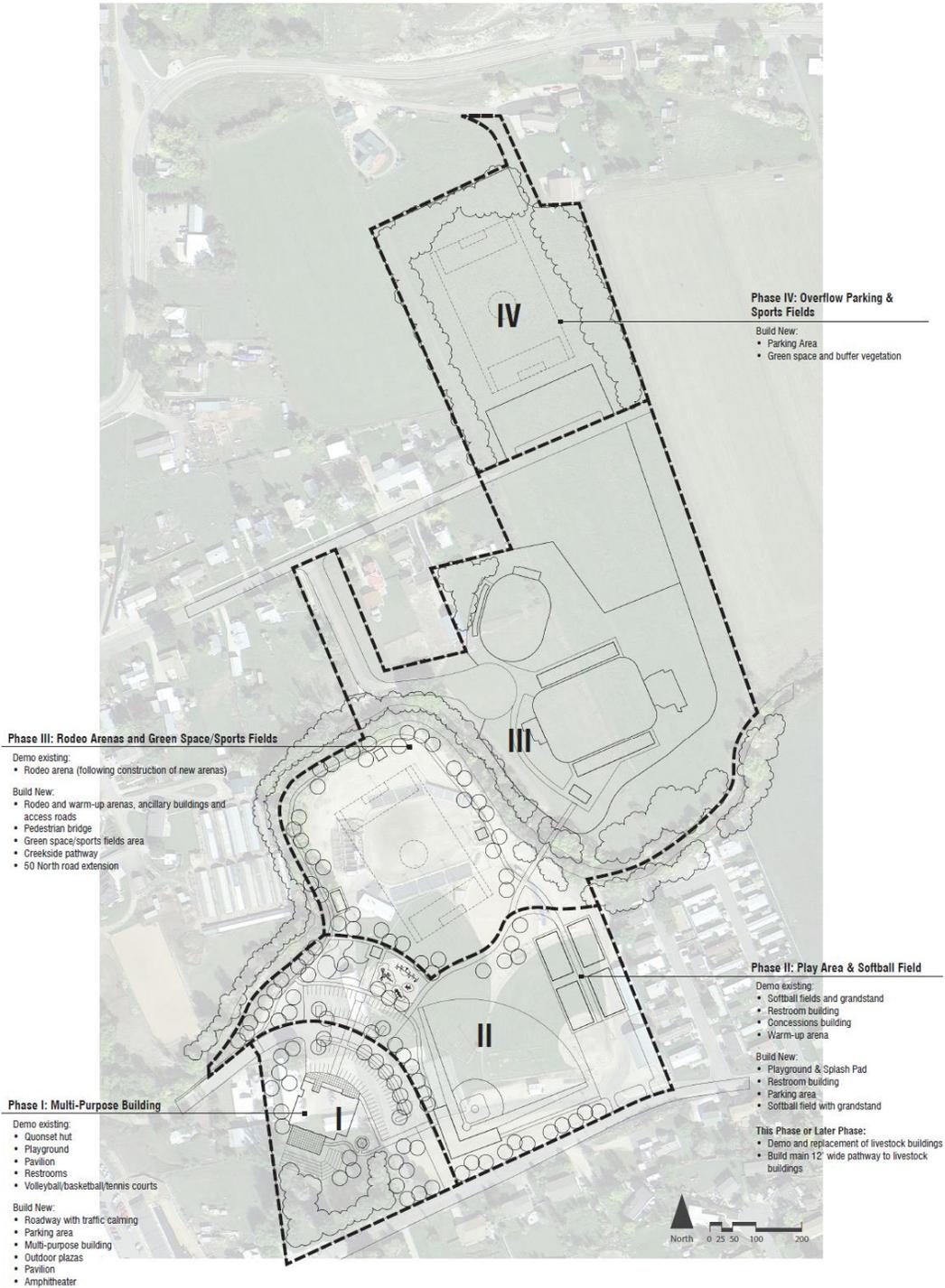
# Alternative 4: Relocated Rodeo with Central Community Area

## Summit County Fairgrounds Master Plan



# Preferred Alternative - Potential Phasing Plan

## Summit County Fairgrounds Master Plan



Auditor



Michael R. Howard

October 05, 2016

County Council,

Please reconvene as the Board of Equalization on October 12, 2016. Please consider approving the Stipulations of Agreements for the 2016 property tax appeals. As you are aware, they need your approval before we can mail out the stipulations to the property owners for their agreement or disagreement. The property owner has 10 days to return the stipulation from the mailing date. If they disagree with the appraiser's decision they can call to schedule an informal hearing. If the appellant does not return their stipulation, it is presumed they agree with it.

Also, if the appellant disagrees with the informal hearing decision, they can appeal to the Utah State Tax Commission.

Thanks for your consideration.

Sincerely,

A handwritten signature in cursive script that reads "Kathryn C. Rockhill".

Kathryn C. Rockhill

Clerk of the Board of Equalization

# 2016 BOE Adjustments

Account #	Serial #	New Market Value	Old Market Value	MV Difference	New Taxable Value	Old Taxable Value	Taxable Difference	Old Tax Estimate	% Difference	Explanation for adjustment
0340392	SS-65-A-3	\$ 11,520.00	\$ 829,659.00	\$ (818,139.00)	\$ 11,520.00	\$ 829,659.00	\$ (818,139.00)	\$ 8,157.21	-98.61%	Market value lowered due to contamination and legal issues which make parcel difficult to sell.
0479948	VJK-SPA-2B	\$ 383,775.00	\$ 517,549.00	\$ (133,774.00)	\$ 383,775.00	\$ 517,549.00	\$ (133,774.00)	\$ 4,029.64	-25.85%	Value has been adjusted based on cost approach to value.
0155162	PE-4-435	\$ 7,500.00	\$ 15,000.00	\$ (7,500.00)	\$ 7,500.00	\$ 15,000.00	\$ (7,500.00)	\$ 120.09	-50.00%	Adjusted value because of Utah State Tax Appeal Decision.
<b>Totals for 10/12/2016</b>		<b>\$ 402,795.00</b>	<b>\$ 1,362,208.00</b>	<b>\$ (959,413.00)</b>	<b>\$ 402,795.00</b>	<b>\$ 1,362,208.00</b>	<b>\$ (959,413.00)</b>			
<b>Totals for 10/5/2016</b>		<b>\$ 28,674,452.00</b>	<b>\$ 30,184,970.00</b>	<b>\$ (1,510,518.00)</b>	<b>\$ 22,140,822.00</b>	<b>\$ 23,421,763.00</b>	<b>\$ (1,280,941.00)</b>			
<b>Totals for 9/28/2016</b>		<b>\$ 208,354,866.00</b>	<b>\$ 226,984,674.00</b>	<b>\$ (18,629,808.00)</b>	<b>\$ 172,638,448.00</b>	<b>\$ 194,045,667.00</b>	<b>\$ (21,407,219.00)</b>			
<b>Totals for 9/14/2016</b>		<b>\$ 91,971,400.00</b>	<b>\$ 99,932,048.00</b>	<b>\$ (7,960,648.00)</b>	<b>\$ 68,365,076.00</b>	<b>\$ 86,538,507.00</b>	<b>\$ (18,173,431.00)</b>			
<b>Totals for 8/31/2016</b>		<b>\$ 41,506,960.00</b>	<b>\$ 43,091,925.00</b>	<b>\$ (1,584,965.00)</b>	<b>\$ 27,595,950.00</b>	<b>\$ 37,582,878.00</b>	<b>\$ (9,986,928.00)</b>			
<b>Totals for 08/24/2016</b>		<b>\$ 26,555,844.00</b>	<b>\$ 29,947,013.00</b>	<b>\$ (3,391,169.00)</b>	<b>\$ 21,199,568.00</b>	<b>\$ 25,527,478.00</b>	<b>\$ (4,327,910.00)</b>			
<b>Totals for 08/17/2016</b>		<b>\$ 197,544,145.00</b>	<b>\$ 207,330,644.00</b>	<b>\$ (9,786,499.00)</b>	<b>\$ 142,624,040.00</b>	<b>\$ 177,532,277.00</b>	<b>\$ (34,908,237.00)</b>			
<b>Totals for 08/10/2016</b>		<b>\$ 93,633,062.00</b>	<b>\$ 94,576,441.00</b>	<b>\$ (943,379.00)</b>	<b>\$ 64,510,456.00</b>	<b>\$ 81,600,494.00</b>	<b>\$ (17,090,038.00)</b>			
<b>Running Total</b>		<b>\$ 688,643,524.00</b>	<b>\$ 733,409,923.00</b>	<b>\$ (44,766,399.00)</b>	<b>\$ 519,477,155.00</b>	<b>\$ 627,611,272.00</b>	<b>\$ (108,134,117.00)</b>			

The Market value decrease for 2016 is ( \$44,766,399) As of 10/12/2016

The Taxable Value decrease for 2016 is ( \$ 108,134,117) As of 10/12/2016

It to sell.



## STAFF REPORT

**To:** Summit County Council  
**From:** Ray Milliner, County Planner  
**Date of Meeting:** October 12, 2016  
**Type of Item:** Development Agreement and Major Development  
**Process:** Administrative Review

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**Recommendation:** Staff recommends the Summit County Council 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.

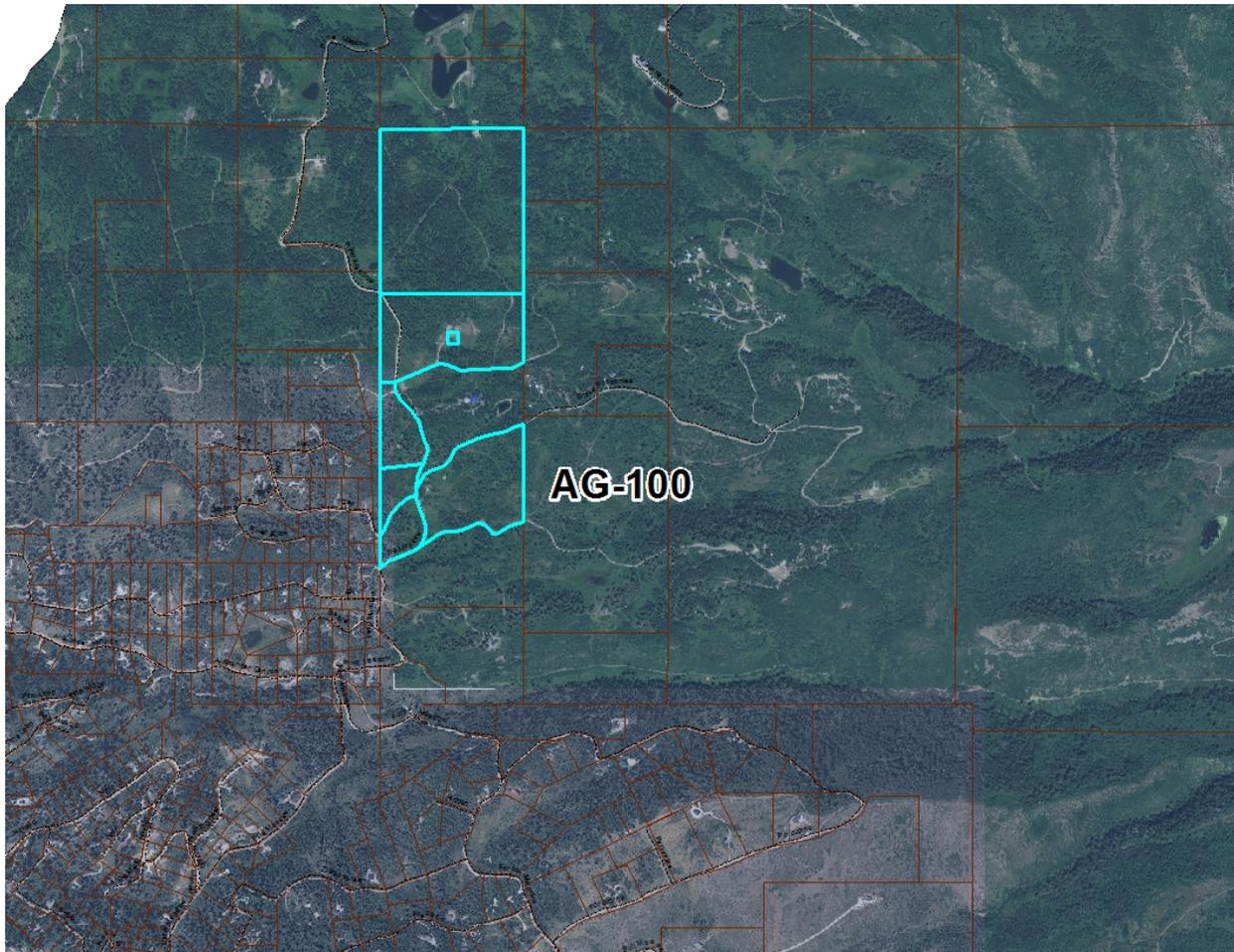
## Project Description

<b>Project Name:</b>	Deer Meadows Specially Planned Area Development Agreement and Major Development Subdivision Plat.
<b>Applicant(s):</b>	Doug McAllister
<b>Property Owner(s):</b>	Deer Meadows LLC
<b>Location:</b>	~1963 Pine Meadows Dr.
<b>Zone District &amp; Setbacks:</b>	AG-100;
<b>Adjacent Land Uses:</b>	Rural subdivision, undeveloped land
<b>Existing Uses:</b>	Vacant land, cabins
<b>Parcel Number and Size:</b>	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
<b>Lot of Record Status:</b>	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.

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

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.

On July 20, the Council reviewed the proposed development agreement and subdivision plat and conducted a public hearing. At the meeting, concerns were raised about language in the agreement as well as with the plat. Since that time, staff has been working with the applicant to remedy the concerns raised and has now returned with a revised document for review and possible approval.

## 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.	<b>COMPLIES</b>
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	<b>COMPLIES</b>

	<p>upon extinguishing the existing Building Right, relinquish its water right.</p> <p>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.</p>	
3. Natural Resources	<p>The Developer shall adhere to all standards and regulations as set forth by the North Summit Fire District.</p> <p>Developer shall comply with the requirements of the Summit County Code, Title 4, Chapter 4, Noxious Weeds.</p>	<b>COMPLIES</b>
4. County Infrastructure, Facilities and Services	<p>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.</p>	<b>COMPLIES</b>
5. Infrastructure Design and Maintenance	<p>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.</p>	<b>COMPLIES</b>

**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 in the draft development agreement.

**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. On July 20, 2016 a public hearing was opened and closed by the Summit County Council for the proposed development agreement.
8. The purpose of the development agreement is to specifically define the terms and conditions for the development of the property.
9. 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.
10. 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.
11. 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.
12. The proposed development will keep the existing density in the area the same.

13. 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.
14. The uses proposed on the lots are similar in size and scale to other developments in the immediate area.
15. The applicant has demonstrated that he can provide water, septic, electricity and other necessary utilities to the site in a safe and efficient manner.
16. 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.
17. 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**

2. 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);
3. Combined there is a total of 99.63 acres on site.
4. The property is zoned Agricultural (AG-100).
5. The applicant is the owner of all properties within the boundaries of the proposed SPA.
6. 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.
7. 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.

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:**

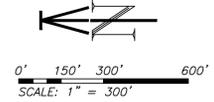
1. The applicant may not record the Deer Meadows Final Subdivision Plat until after the deed restrictions are recorded against the 6 Pine Meadows Lots proposed to be extinguished.

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.

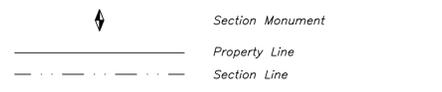
## **Attachments**

Exhibit A –	Proposed Subdivision Plat
Exhibit B-	Ordinance 850 that created the SPA zone
Exhibit C -	Amended and Restated Agreement between Pine Meadows and Deer Meadows
Exhibit D -	Notice of Reinvestment Fee Covenant
Exhibit E -	Proposed Ordinance with Development Agreement and attachments

# DEER MEADOWS SUBDIVISION



## LEGEND



- ### COMMUNITY BENEFITS
- 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.
  - 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.
  - 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.
  - 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.
  - Pursuant to a separate, written agreement between Developer and Pine Meadow Ranch, for each of the Pine Meadow Lots whose density was extinguished, 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.
  - Developer has agreed to extinguish density associated with six (6) Lots within the adjacent and platted Pine Meadows subdivision.

## SURVEYOR'S CERTIFICATE

I, DENNIS L. BAILEY, do hereby certify that I am a Registered Land Surveyor, and that I hold certificate No. 175754, as prescribed under the laws of the State of Utah. I further certify that by authority of the Owners, I have made a survey, or a field survey has been made under my direction, of the tract of land shown on this plat and described below, and that the plat hereon is true and correct representation of said survey.

### DEER MEADOWS SUBDIVISION

**LEGAL DESCRIPTIONS:**  
**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 88.14 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 42.83 FEET; THENCE SOUTH 29°34'53" WEST 81.58 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.

**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 88.10 FEET THROUGH A CENTRAL ANGLE OF 25°53'09"; 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 150.00 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.

**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°41'51" EAST 181.18 FEET; THENCE SOUTH 22°34'44" 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.

**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°13'32" 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°04'08" 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 242°7'29"; 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°12'02"; 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 A 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°38'46" 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.

**LOT 5**  
 BEGINNING AT A POINT WHICH IS NORTH 89° 53' 01" EAST ALONG THE NORTH LINE OF SECTION 15, A DISTANCE OF 1340.35 FEET AND THEN SOUTH 00°06'08" EAST 71.21 FEET FROM THE NORTHWEST CORNER OF SECTION 15, TOWNSHIP 1 NORTH, RANGE 4 EAST, SALT LAKE BASE AND MERIDIAN; AND RUNNING THENCE NORTH 00°06'08" EAST 160.13 FEET; THENCE WEST 1316.99 FEET; THENCE NORTH 06°24'50" WEST 42.36 FEET; THENCE NORTH 03°50'19" EAST 76.78 FEET; THENCE NORTH 16°58'56" EAST 37.91 FEET; THENCE NORTH 27°35'48" EAST 161.59 FEET; THENCE NORTH 39°54'22" EAST 80.72 FEET; THENCE NORTH 36°44'06" EAST 151.32 FEET; THENCE NORTH 37°28'26" EAST 180.92 FEET; THENCE NORTH 75°56'13" EAST 291.50 FEET; THENCE NORTH 42°11'19" EAST 1031.61 TO THE POINT OF BEGINNING.

**LOT 6**  
 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 1340.35 FEET; THENCE SOUTH 00°06'08" EAST 71.21 FEET; THENCE SOUTH 42° 11' 19" WEST 1031.51 FEET; THENCE SOUTH 75° 56' 13" WEST 291.50 FEET; SOUTH 37°28'26" WEST 180.92 FEET; THENCE SOUTH 36° 44' 06" WEST 151.32 FEET; THENCE SOUTH 39° 54' 22" WEST 80.72 FEET; THENCE SOUTH 27° 35' 48" WEST 161.59 FEET; THENCE SOUTH 16° 58' 56" WEST 37.91 FEET; THENCE SOUTH 03° 50' 19" WEST 76.78 FEET; THENCE SOUTH 06° 24' 50" EAST 42.36 FEET; THENCE WEST 23.70 FEET TO THE WEST LINE OF SAID SECTION 15; THENCE NORTH 00° 05' 21" WEST ALONG SAID WEST LINE 1528.57 FEET TO THE POINT OF BEGINNING.

**EXISTING CANAL**  
 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°25'26" WEST 28.71 FEET; THENCE SOUTH 89°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 68°32'44" WEST 108.29 FEET; THENCE NORTH 78°16'09" 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.

### OWNER'S DEDICATION

Known all men by these presents that \_\_\_\_\_, the \_\_\_\_\_ undersigned owner(s) of the above described tract of land, having caused same to be subdivided into lots and streets to be hereafter known as the

### DEER MEADOWS SUBDIVISION

do hereby dedicate for perpetual use of the public all parcels of land shown on this plat as intended for Public use.

In witness whereof \_\_\_\_\_ have hereunto set \_\_\_\_\_ this day \_\_\_\_\_ of \_\_\_\_\_ A.D., 2016

### ACKNOWLEDGMENT

STATE OF UTAH :  
 County of Summit :  
 On the \_\_\_\_\_ day of \_\_\_\_\_ A.D., 2016, personally appeared before me, the undersigned Notary Public, in and for said County of Summit in said State of Utah, the signer ( ) of the above Owner's dedication \_\_\_\_\_ in number, who duly acknowledged to me that \_\_\_\_\_ signed it freely and voluntarily and for the uses and purposes therein mentioned.

MY COMMISSION EXPIRES: \_\_\_\_\_ NOTARY PUBLIC RESIDING IN \_\_\_\_\_  
**CONSENT TO RECORD**

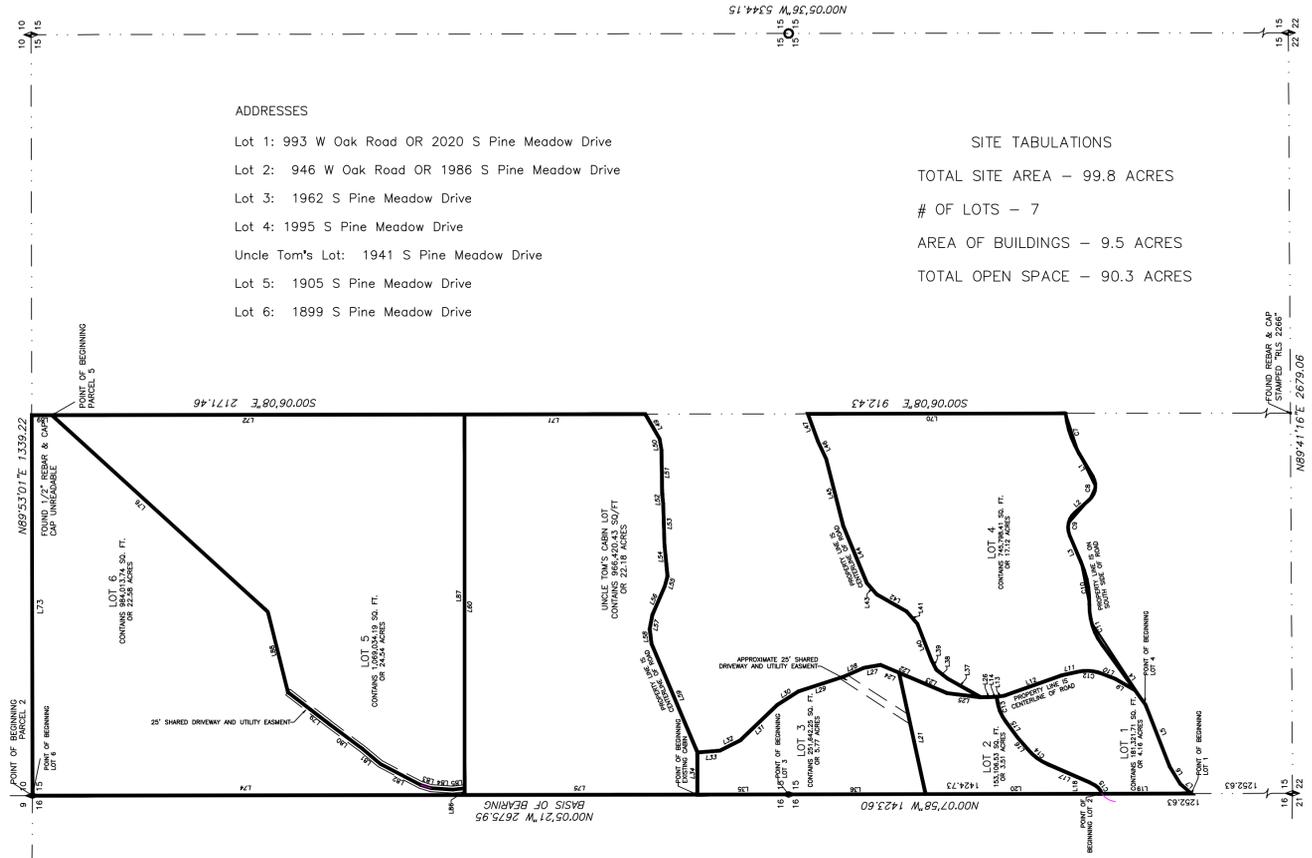
STATE OF UTAH :  
 County of Summit :  
 THE UNDERSIGNED LIEN HOLDER HEREBY CONSENTS TO THE RECORDATION OF THIS PLAT.  
 BY: \_\_\_\_\_ AUTHORIZED OFFICIAL  
 THE FOREGOING CONSENT TO RECORD WAS ACKNOWLEDGED BEFORE ME \_\_\_\_\_ THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2016  
 BY: \_\_\_\_\_ NOTARY PUBLIC RESIDING IN \_\_\_\_\_

**WEST HALF, SECTION 15, TOWNSHIP 1 NORTH, RANGE 4 EAST, SALT LAKE BASE AND MERIDIAN**

DATE \_\_\_\_\_ DENNIS L. BAILEY

### COUNTY RECORDER

STATE OF UTAH, COUNTY OF SUMMIT, RECORDED AND FILED AT THE REQUEST OF  
 DATE \_\_\_\_\_ TIME \_\_\_\_\_ BOOK \_\_\_\_\_ PAGE \_\_\_\_\_  
 FEE \$ \_\_\_\_\_  
 SUMMIT COUNTY RECORDER



#### LINE TABLE

LINE	BEARING	DISTANCE
L39	N 62°33'32" E	371.17
L40	N 62°33'32" E	371.17
L41	N 49°06'26" E	52.41
L42	N 29°41'50" E	122.10
L43	N 45°45'48" E	53.87
L44	N 67°34'49" E	218.64
L45	N 75°39'18" E	241.08
L46	N 79°48'20" E	104.13
L47	N 68°48'20" E	104.13
L48	N 59°48'13" E	101.23
L49	N 80°36'59" E	39.55
L50	N 80°36'59" E	39.55
L51	N 89°03'44" E	158.02
L52	N 89°03'44" E	158.02
L53	N 88°07'13" E	46.72
L54	N 84°38'22" E	113.24
L55	N 74°34'34" E	36.35
L56	N 66°32'44" E	108.79
L57	N 63°16'07" E	51.87
L58	N 63°16'07" E	51.87
L59	N 67°00'21" E	416.37
L60	EAST	1340.70
L61	N 00°06'08" W	912.28
L62	N 00°06'08" W	912.28
L63	N 00°06'08" W	912.28
L64	N 00°06'08" W	912.28
L65	N 00°06'08" W	912.28
L66	N 00°06'08" W	912.28
L67	N 00°06'08" W	912.28
L68	N 00°06'08" W	912.28
L69	N 00°06'08" W	912.28
L70	N 00°06'08" W	912.28
L71	N 00°06'08" W	912.28
L72	N 00°06'08" W	912.28
L73	N 89°53'01" E	1340.35
L74	N 00°05'21" W	1528.57
L75	N 00°05'21" W	874.12
L76	N 42°11'19" W	1031.51
L77	N 42°11'19" W	1031.51
L78	N 36°44'06" W	151.32
L79	N 36°44'06" W	151.32
L80	N 36°44'06" W	151.32
L81	N 39°54'22" E	80.72
L82	N 27°35'48" E	161.59
L83	N 16°58'56" E	37.91
L84	N 08°30'48" E	26.37
L85	N 08°30'48" E	26.37
L86	WEST	23.70
L87	EAST	1316.89
L88	N 75°56'13" E	291.50
L89	S 00°04'26" E	7018.77

#### LINE TABLE

LINE	BEARING	DISTANCE
L1	S 21°16'59" W	95.08
L2	S 21°16'59" W	95.08
L3	S 66°51'31" W	104.23
L4	S 53°57'21" W	263.85
L5	S 68°45'40" W	232.58
L6	S 58°26'23" W	71.85
L7	S 40°37'37" W	52.54
L8	N 29°34'51" E	81.07
L9	N 21°45'23" E	47.83
L10	N 12°38'10" W	56.75
L11	N 08°30'48" W	26.37
L12	S 19°21'29" E	216.73
L13	N 03°54'24" W	60.05
L14	S 23°00'39" E	134.20
L15	S 23°00'39" E	134.20
L16	S 06°51'58" W	120.54
L17	S 01°47'22" E	56.09
L18	N 03°45'24" W	60.05
L19	N 23°49'42" W	78.31
L20	N 17°51'04" W	167.68
L21	N 12°38'10" W	56.75
L22	N 08°30'48" W	26.37
L23	N 04°18'12" W	79.57
L24	WEST	345.00
L25	S 00°07'58" W	484.00
L26	N 39°22'05" E	136.10
L27	N 39°22'05" E	136.10
L28	N 38°09'02" E	49.54

### GENERAL NOTES

- THE BASIS OF BEARING FOR THIS SURVEY WAS ESTABLISHED BETWEEN FOUND BRASS CAP MONUMENTS OF THE NORTHWEST CORNER AND THE WEST QUARTER CORNER OF SECTION 15, TOWNSHIP 1 NORTH, RANGE 4 EAST, SALT LAKE BASE AND MERIDIAN AS SHOWN ON THIS SURVEY PLAT.
  - ALL COURSES SHOWN IN PARENTHESIS ARE RECORD INFORMATION TAKEN FROM DEED DESCRIPTIONS OR OFFICIAL MAPS OR PLATS OF RECORD. ALL OTHER COURSES ARE THE RESULT OF ACTUAL FIELD MEASUREMENTS.
  - THE LOCATION OF ALL UNDERGROUND UTILITIES ARE APPROXIMATE ONLY AND SHOULD BE FIELD VERIFIED PRIOR TO ANY CONSTRUCTION.
  - FURTHER SUBDIVISION OF SUCH LANDS, WHETHER BY DEED, BEQUEST, DIVORCE, DECREE, OR OTHER RECORDED INSTRUMENT, SHALL NOT RESULT IN A BUILDABLE LOT UNTIL THE SAME HAS BEEN APPROVED IN ACCORDANCE WITH THE EASTERN SUMMIT COUNTY DEVELOPMENT CODE.
- ALL LOTS/STRUCTURES WITHIN THIS DEVELOPMENT MUST MEET ALL BUILDING PERMIT REQUIREMENTS AT THE TIME OF BUILDING PERMIT ISSUANCE.

**ROCKY MOUNTAIN POWER**  
 APPROVED AND ACCEPTED BY THE SUMMIT COUNTY COUNCIL THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ A.D. 2016.  
 \_\_\_\_\_  
 DATE

**NORTH SUMMIT FIRE DISTRICT**  
 APPROVED AND ACCEPTED BY THE SUMMIT COUNTY COUNCIL THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ A.D. 2016.  
 \_\_\_\_\_  
 DATE

**QUESTAR GAS**  
 APPROVED AND ACCEPTED BY THE SUMMIT COUNTY COUNCIL THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ A.D. 2016.  
 \_\_\_\_\_  
 DATE

**COUNTY SHERIFF**  
 APPROVED AND ACCEPTED BY THE SUMMIT COUNTY COUNCIL THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ A.D. 2016.  
 \_\_\_\_\_  
 DATE

**HEALTH DEPARTMENT**  
 APPROVED AND ACCEPTED BY THE SUMMIT COUNTY COUNCIL THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ A.D. 2016.  
 \_\_\_\_\_  
 DATE

**UTAH SURVEYS**  
 Licensed Professional Land Surveying and Consulting  
 2577 West 7380 South West Jordan, Utah 84068  
 Dennis L. Bailey, PLS  
 Office (801) 561-8444

**EASTERN SUMMIT COUNTY PLANNING COMMISSION**  
 APPROVED AND ACCEPTED BY THE EASTERN SUMMIT COUNTY PLANNING COMMISSION THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ A.D. 2016.  
 \_\_\_\_\_  
 CHAIRMAN DATE

**SUMMIT COUNTY COUNCIL**  
 APPROVED AND ACCEPTED BY THE SUMMIT COUNTY COUNCIL THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ A.D. 2016.  
 \_\_\_\_\_  
 CHAIRMAN DATE

**COUNTY ENGINEER**  
 APPROVED AND ACCEPTED BY THE SUMMIT COUNTY ENGINEERING DEPARTMENT THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ A.D. 2016.  
 \_\_\_\_\_  
 DATE COUNTY ENGINEER

**APPROVAL AS TO FORM**  
 APPROVED AS TO FORM THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ A.D. 2016.  
 \_\_\_\_\_  
 DATE COUNTY ATTORNEY

**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

**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.**

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

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.**

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.

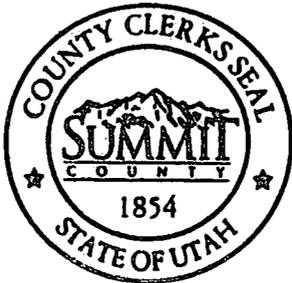
**Section 10. No Rights Created in Third Parties.**

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: *Bjornalassen*  
Chairman

Councilperson McMullin voted: aye  
Councilperson Armstrong voted: aye  
Councilperson Ure voted: aye  
Councilperson Robinson voted: aye

ATTEST:  
*[Signature]*  
County Clerk  
Summit County, Utah

APPROVED AS TO FORM:  
*Helen Stachay*  
Deputy County Attorney  
Summit County, Utah

**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

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

Deer Meadows SPA

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.

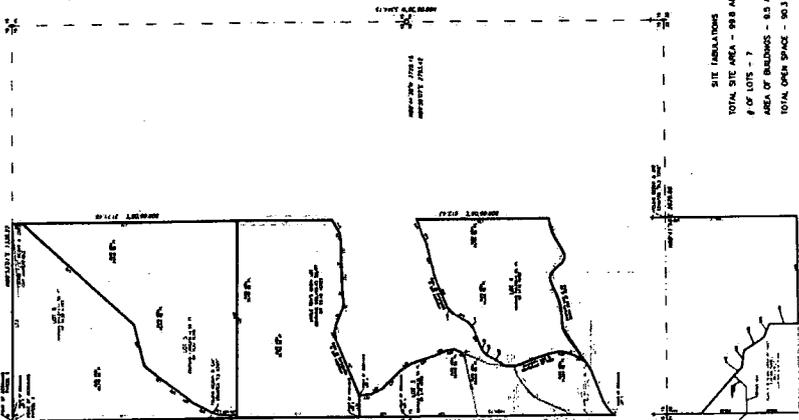
EXISTING CABIN 2 (UNCLE TOM'S CABIN)

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°25'26" 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.



# DEER MEADOWS SUBDIVISION

SITE REGULATIONS  
 TOTAL SITE AREA - 908 ACRES  
 # OF LOTS - 7  
 AREA OF BUILDINGS - 83 LOTS  
 TOTAL OPEN SPACE - 825 ACRES



### LEGEND

- Section Monument
- Building Footprint
- City of Road
- Property Line
- Easement Line
- Section Line
- Green Space

### OWNER'S DEDICATION

I, DEER MEADOWS SUBDIVISION, do hereby dedicate for the use of the public the following described tract of land, to-wit: DEER MEADOWS SUBDIVISION, in the County of SUMMIT, State of UTAH, and the same shall be subject to the same laws and regulations as other public lands owned by the State of Utah.

### ACKNOWLEDGMENT

On this 15th day of April, A.D. 2007, personally appeared before me, the undersigned Notary Public, in and for the County of SUMMIT, State of UTAH, the person ( ) of the above Owner, DEER MEADOWS SUBDIVISION, in person, who has acknowledged to me that he is the owner of the above described premises and that he is executing the foregoing instrument for the purposes therein expressed.

### CONSENT TO RECORD

I, the undersigned land holder hereby consent to the recordation of this plat.  
 AUTHORIZED OFFICER  
 THE FOREGOING CONSENT TO RECORD HAS BEEN ACKNOWLEDGED BEFORE ME, A Notary Public, in and for the County of SUMMIT, State of UTAH, on this 15th day of April, A.D. 2007.  
 DEER MEADOWS SUBDIVISION  
 WEST HALF, SECTION 15, TOWNSHIP 1 NORTH, RANGE 4 EAST, SALT LAKE BASE AND MERIDIAN

### SURVEYOR'S CERTIFICATE

I, DEER MEADOWS SUBDIVISION, do hereby certify that I am a Registered Land Surveyor, and that I have carefully and truthfully surveyed the above described tract of land, and that the same is in accordance with the laws and regulations of the State of Utah, and that the same is subject to the same laws and regulations as other public lands owned by the State of Utah.

Lot No.	Area (Acres)	Owner
1	132.00	DEER MEADOWS SUBDIVISION
2	132.00	DEER MEADOWS SUBDIVISION
3	132.00	DEER MEADOWS SUBDIVISION
4	132.00	DEER MEADOWS SUBDIVISION
5	132.00	DEER MEADOWS SUBDIVISION
6	132.00	DEER MEADOWS SUBDIVISION
7	132.00	DEER MEADOWS SUBDIVISION

GENERAL NOTES  
 1. THE BASES OF BEARING FOR THIS SURVEY ARE ESTABLISHED BETWEEN FOUND BOUNDS OR CORNERS OF THE NEAREST CORNER AND 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 CORNERS SHOWN IN PARALLELS ARE BEING ESTABLISHED HEREIN FROM BESS DESCRIPTIONS OF OFFICIAL NOTES OF PLATS OF RECORD. ALL OTHER CORNERS 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.

EASTERN SUMMIT COUNTY PLANNING COMMISSION  
 APPROVED AND ACCEPTED BY THE EASTERN SUMMIT COUNTY PLANNING COMMISSION THIS 15th DAY OF April, A.D. 2007.  
 CHAIRMAN \_\_\_\_\_ DATE \_\_\_\_\_  
 COMMISSIONER \_\_\_\_\_ DATE \_\_\_\_\_

SUMMIT COUNTY BOARD OF COMMISSIONERS  
 APPROVED AND ACCEPTED BY THE SUMMIT COUNTY BOARD OF COMMISSIONERS THIS 15th DAY OF April, A.D. 2007.  
 COMMISSIONER \_\_\_\_\_ DATE \_\_\_\_\_

UTAH SURVEYS  
 Licensed Professional Land Surveying and Consulting  
 1000 N. 1000 E. SUITE 100  
 SALT LAKE CITY, UT 84143  
 (801) 466-1111

COUNTY ASSESSOR  
 APPROVED AND RECEIVED BY THE SUMMIT COUNTY ASSESSOR THIS 15th DAY OF April, A.D. 2007.  
 DATE \_\_\_\_\_ COUNTY ASSESSOR \_\_\_\_\_

COUNTY ENGINEER  
 APPROVED AND ACCEPTED BY THE SUMMIT COUNTY ENGINEERING DEPARTMENT THIS 15th DAY OF April, A.D. 2007.  
 DATE \_\_\_\_\_ COUNTY ENGINEER \_\_\_\_\_

APPROVAL AND ACCEPTANCE  
 ON BEHALF OF THE BOARD OF SUMMIT COUNTY COMMISSIONERS THIS 15th DAY OF April, A.D. 2007, AT WHICH TIME THIS PLAT INSTRUMENT WAS APPROVED AND ACCEPTED.  
 DATE \_\_\_\_\_ COUNTY CLERK \_\_\_\_\_

APPROVAL AS TO FORM  
 APPROVED AS TO FORM THIS 15th DAY OF April, A.D. 2007.  
 COUNTY ATTORNEY \_\_\_\_\_

COUNTY RECORDER  
 STATE OF UTAH, COUNTY OF SUMMIT, RECORDED AND FILED AT THE REQUEST OF  
 DATE \_\_\_\_\_ TIME \_\_\_\_\_ BOOK \_\_\_\_\_ PAGE \_\_\_\_\_  
 TEE 8  
 SUMMIT COUNTY RECORDER

(County)

When recorded return to:

Edwin C. Barnes  
Clyde Snow & Sessions  
201 South Main Street, Suite 1300  
Salt Lake City, Utah 84111

**AMENDED AND RESTATED AGREEMENT**

THIS AMENDED AND RESTATED AGREEMENT ("Agreement") is entered into this 5<sup>TH</sup> day of FEBRUARY 2015, by and between the PINE MEADOW RANCH HOME OWNERS ASSOCIATION ("Pine Meadow"), and Deer Meadows LLC, a Utah Limited Liability Company ("Deer Meadows"), owner of certain property located adjacent to the Pine Meadow Plat I and Pine Meadow Plat D lands that are a part of Pine Meadow.

This Agreement amends and restates, and replaces in its entirety, that certain Agreement executed by Pine Meadow and Deer Meadows dated November 30, 2007.

**RECITALS**

A. Deer Meadows is the owner of six parcels of land, Parcels SS-142-E-2-B, SS-142-E-2-C, SS-142-E-2-D, SS-142-E-2-E, SS-142-E-2-F (commonly known as the "Uncle Tom's Cabin lot"), and SS-142-E-2-G located in Summit County, Utah (collectively referred to herein as the "Receiving Property" and sometimes referred to as Lots One through Seven, respectively) and containing approximately 99.63 acres, which Deer Meadows proposes to subdivide and re-plat into seven (7) lots (the "Proposal"). The creation of six (6) additional lots of record requires the transfer of six (6) units of additional density. Lots requiring a density transfer (One through Six) are more

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particularly described on Exhibit A, attached. Building envelopes and driveway locations have been defined for Lots One through Seven, and all of the Receiving Property located outside of the defined building envelopes and driveway locations will not be disturbed and effectively will remain open space on each of the lots.

B. Deer Meadows desires to develop the Receiving Property as a part of Pine Meadow and to utilize the Pine Meadow road system and infrastructure for the benefit of the Property, excepting water infrastructure, unless and until Deer Meadows is annexed into the Pine Meadow Mutual Water Company for the purposes of access to water service. To facilitate the development plans, Deer Meadows has asked Pine Meadow to recognize the transfer of existing development rights from any existing, undeveloped Lot of Record within the existing boundaries of the Pine Meadow Ranch Home Owners Association (collectively, the "Sending Lots"). On that basis, Pine Meadow supports the Proposal as made to Summit County in its current form, attached here as Exhibit B. As an organization, Pine Meadow determined to advocate for the planned subdivision in order to clearly demonstrate a precedent to Summit County for any future development surrounding Pine Meadow in the Tollgate Canyon region. Pine Meadow notes that some of its members may have opinions relating to the Deer Meadows Proposal and confirms that this Agreement is not intended to limit the rights of any of Pine Meadow's members to express their views on this or any other matter.

C. Regardless of whether Summit County approves the subdivision of the Property, Deer Meadows has agreed to join the Receiving Property to Pine Meadow and to submit it to the jurisdiction of Pine Meadow so that it and its successors-in-interest will hereafter enjoy the rights and responsibilities and assume the same



burdens as other Pine Meadow members. In order to do so, Deer Meadows agrees to record the Pine Meadow Ranch Covenants, Conditions and Restrictions, as recorded in the office of the Summit County Recorder on September 28, 1973, as Entry No. 120967, at book M50, Pages 521-529 (the "Pine Meadow CC&Rs"), against the Receiving Property (Lots One through Seven). Upon recording, Pine Meadow will accept the Receiving Property as if annexed into Pine Meadow.

D. In the event that Summit County approves the subdivision of the Receiving Property as proposed by Deer Meadows, Pine Meadow has also agreed to recognize the transfer of certain development rights from the Sending Lots to the Property on the terms set forth herein.

NOW THEREFORE, in consideration of the covenants and obligations described herein, the sufficiency of which are acknowledged, the parties agree as follows:

1. On behalf of Deer Meadows and its successors-in-interest, Deer Meadows hereby submits and dedicates the Receiving Property to the jurisdiction of Pine Meadow as if it had been included in the land originally platted as the Pine Meadow Ranch and Forest Meadow Ranch subdivisions, whether or not the Proposal is approved by Summit County. Deer Meadows agrees to record the Pine Meadow CC&Rs against the Receiving Property concurrently upon execution of this Agreement, and Pine Meadow shall thereafter have the same authority over the Receiving Property that it has over other lots within the Pine Meadow Ranch area. In its own behalf and on behalf of its successors-in-interest in ownership of the Receiving Property, Deer Meadows agrees to join Pine Meadow and to discharge all obligations shared by the members of Pine Meadow, including observance of rules and regulations relating to architectural control

and use of roadways and open space, and the payment of impact fees and all regular and special assessments for each approved lot (each lot of record with a building right attached) on the same basis as the owners of platted lots currently within Pine Meadow's boundaries. As of the date the Deer Meadow subdivision plat creating each lot of record within Deer Meadow (lots One through Seven) is approved and recorded into the public record by the Summit County Recorder's office each lot will be charged an assessment equivalent to the prorated portion of the year's assessments made against other Pine Meadow lots. As of the date of execution of this Agreement, the lot currently identified as Uncle Tom's Cabin lot (lot Seven) shall be charged an assessment prorated for the portion of the year's assessment made against other Pine Meadow lots. Assessments thereafter shall be made on an annual basis equal to, and on the same schedule as the assessments on all other Pine Meadow lots. Deer Meadows and its successors-in-interest shall in turn receive all rights and privileges accorded members of Pine Meadow.

2. Deer Meadows intends to establish its own, separate homeowner's association for the purpose of establishing more restrictive Covenants, Codes and Restrictions ("Deer Meadows CC&Rs") defining particular property uses and restrictions against only the Receiving Property. Deer Meadows will include in the Deer Meadows CC&Rs a prohibition of short term and nightly rentals, defined as any rental term of less than twenty-eight (28) days. Deer Meadows has also agreed to require each lot to contribute to the then-prevailing private snowplowing group servicing the roads providing access to Deer Meadows on the same basis as the other lots defined by such group (such as a "part-time" rate or "full-time" rate) and from the time each lot becomes

assessable pursuant to Paragraph 1 of this Agreement. Until such time as a separate homeowner's association and/or the Deer Meadows CC&Rs are created, the above requirements prohibiting short-term rentals, nightly rentals, and mandatory contributions to the snowplowing group shall constitute additional restrictions against the Receiving Property.

3. In the event Summit County approves the proposed subdivision of the Receiving Property, Pine Meadow agrees that the development rights presently associated with the Sending Lots, as defined above, may be transferred to the Receiving Property where they may be utilized to support the improvement of Lots One through Seven, specifically including the building rights for each lot afforded to a singular lot of record in Summit County, Utah. Plans for all improvements to Lots One through Seven shall be submitted to Pine Meadow for review and approval on the same basis as improvements to all other lots within its jurisdiction.

4. As a specific condition of the transfer of development rights, the owners of the Sending Lots acknowledge that they and their successors-in-interest may never develop or improve the Sending Lots. Deer Meadows along with the owners of the Sending Lots agree to file with the Summit County Recorder a notice in the form attached as Exhibit C, confirming as a matter of record that the right to develop the Sending Lots (including, but not limited to, the construction of any structure, pad, deck or improvement of any nature thereon) has been irrevocably surrendered and relinquished. Deer Meadows will agree to file with the Summit County Recorder an appropriate notice, in a form acceptable to Pine Meadow, confirming that the area outside of the Building Envelopes of Lots One through Seven will never be improved

other than construction or maintenance of existing roads, necessary driveways to access the Building Envelope, drilling of wells, and the installation of utilities. No building, structure, trailer pad, deck, or shed will be ever be constructed outside the defined building envelope, and the portion of each lot located outside the defined building envelope will remain as open space in perpetuity. Water shares appurtenant to all Sending Lots shall automatically be forfeited and deemed transferred to the Pine Meadow Mutual Water Company.

5. In recognition of the fact that approval of the subdivision will not result in increased density in the Pine Meadow Ranch area because of the transfer of the development rights from the Sending Lots, Pine Meadow agrees to recognize the rights of Deer Meadows and its successors-in-interest in ownership of the Receiving Property to the use of the Pine Meadow roadways and open space, in the same manner and under the same rules as other Pine Meadow members. It is the intent of the parties that the rights granted under this Agreement, and the obligations assumed hereunder, shall be appurtenant to and shall continue to benefit and burden the Receiving Property except that, should Deer Meadows and/or its successors-in-interest in ownership of the Receiving Property fail to pay Pine Meadow's regular and special assessments on a timely basis or otherwise act in contravention of Pine Meadow's rules and regulations as they may exist from time to time, the membership and access rights granted hereunder shall lapse and revert to Pine Meadow.

6. Upon the initial and each subsequent transfer of density to a lot within the Receiving Property (Lots One through Seven), individually or severally, the purchaser or transferee shall immediately pay to Pine Meadow a Reinvestment Fee in the amount of

0.5% of the value of the transferred property. For purposes of this paragraph, value is defined to be the purchase price or the tax valuation set by Summit County, whichever is higher. Pine Meadow shall use the Reinvestment Fee for payment of common expenses and reserves to benefit Pine Meadow and the Receiving Property, including payment for common planning, facilities and infrastructure, as Pine Meadow may determine in its sole and exclusive discretion. Pine Meadow shall have the right to collect and enforce the payment of the Reinvestment Fee in the same manner as enforcement and collection of delinquent assessments. The burden of the Reinvestment Fee is intended perpetually to run with the land and to bind Deer Meadows' successors-in-interest and assigns. A separate notice of the Reinvestment Fee required by this paragraph and attached hereto as Exhibit D, has been or shall be recorded in the official records of Summit County, Utah. For purposes of this paragraph, a "transfer" shall mean, whether in one transaction or in a series of related transactions, any sale, conveyance, assignment, lease of greater than five (5) years, or other transfer of any beneficial ownership of or interest in any portion of the Receiving Property, including but not limited to (1) the conveyance of fee simple title to any portion of the Receiving Property, (2) the transfer of more than fifty percent of the outstanding shares of the voting stock of a corporation which, directly or indirectly, owns a portion of the Receiving Property, or (3) the transfer of more than fifty percent of the interest in net profits or net losses of any partnership, joint venture, or other entity which, directly or indirectly, owns a portion of the Receiving Property. If any portion of the Receiving Property is owned by a corporation, company, trust, or any entity comprised of or held for the benefit of other than an individual or immediate family, such entity shall be

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required to file a written declaration of beneficial ownership interest annually with Pine Meadow prior to January 31 of each calendar year in order to confirm whether or not a transfer is deemed to have taken place. No Reinvestment Fee shall be payable and a “transfer” shall not have occurred with respect to (1) the creation of a trust deed or mortgage, (2) a transfer that results from a court order, (3) a bona fide transfer to a family member of the seller within three degrees of consanguinity who, prior to or contemporaneously with the transfer, provides adequate proof of consanguinity to Pine Meadow, (4) a transfer or change of interest due to death, whether provided in a will, trust, or decree of distribution, or (5) the transfer of burdened property to a financial institution, however a sale or other transfer from such financial institution to any other individual or entity shall constitute a transfer for the purposes of determining payment of the Reinvestment Fee. Pine Meadow shall have the right to determine in its sole and exclusive discretion whether a “transfer” has occurred for the purposes of levying a Reinvestment Fee.

7. This Agreement, once executed by both parties, may be recorded with the office of the Summit County Recorder.

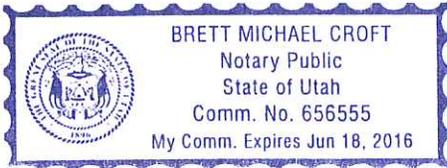
8. At any time, and from time to time after execution of this Agreement, the parties agree to do and to perform such further acts and to execute and deliver such further documents as may be reasonably necessary to carry out the purpose and intent of this Agreement.

9. This Agreement is made under and shall be construed and enforced in accordance with the laws of the State of Utah.



STATE OF UTAH )  
 )  
COUNTY OF Summit ) :SS

On 02/05/2015, before me, the undersigned, a Notary Public, personally appeared Tony Neal Tyler, personally known to me (or prove to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s) or the entity upon behalf of which the person(s) acted, executed the instrument.



Brett Croft  
NOTARY PUBLIC

STATE OF UTAH )  
 )  
COUNTY OF Summit ) :SS

On 02/05/2015, before me, the undersigned, a Notary Public, personally appeared Douglas Boyd McAllister, personally known to me (or prove to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s) or the entity upon behalf of which the person(s) acted, executed the instrument.



Brett Croft  
NOTARY PUBLIC

TW  
[Signature]

# EXHIBIT A

(Legal Descriptions)

Parcels SS-142-E-2-B, SS-142-E-2-C, SS-142-E-2-D, SS-142-E-2-E, SS-142-E-2-F  
(commonly known as the "Uncle Tom's Cabin lot"), and SS-142-E-2-G

Tut  


## EXHIBIT A

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

TUT JM VM S

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 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"

*DM*  
*TNT*  
*VM SSB*

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.

TMT VM 553

# EXHIBIT B

(Deer Meadows Subdivision Proposal to Summit County)

*JM* 



# DEER MEADOW SPA APPLICATION 6 LOT CONCEPT PLAN

TOLLGATE CANYON  
SUMMIT COUNTY, UTAH

NOVEMBER 16, 2012

## SITE TABULATIONS

TOTAL PARCEL AREA	99.8 ACRES
LOT AREA 1-6	77.0 ACRES
UNCLE TOMS CABIN LOT	22.8 ACRES
OPEN SPACE	90%

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 PINE MEADOWS WATER COMPANY LOCATED ON UNCLE TOMS LOT TO ONLY BE USED BY PINE MEADOWS WATER COMPANY.
  - 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 VIEW CORRIDOR IMPACTS TO ADJACENT PROPERTIES.
  - 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 ARE CONCEPTUAL AND MAY BE MODIFIED 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, GUEST COTTAGE AND STORAGE BARN. ALL STRUCTURES TO BE LOCATED WITHIN THE BUILDING ENVELOPE. LOT #2 TO BE LIMITED TO A MAIN RESIDENCE AND STORAGE BARN.

**Land SOLUTIONS**  
LAND PLANNING & DESIGN

Land planning \* Landscape architecture

P.O. Office Box 68375  
1685 Bonanza Drive Suite 206  
Park City, Utah 84068  
435.501.3716 1435.645.0621  
pete@landsolutionspc.biz

When recorded return to:

Edwin C. Barnes  
Clyde Snow & Sessions  
201 South Main Street, Suite 1300  
Salt Lake City, Utah 84111

### NOTICE OF REINVESTMENT FEE COVENANT

Pursuant to Utah Code Annotated section 57-1-46, Pine Meadow Ranch Home Owners Association ("Pine Meadow") hereby gives notice of a Reinvestment Fee Covenant (as that term is defined in section 57-1-46) that burdens all that real property described in Exhibit A hereto (the "Property") and incorporated herein by this reference.

The Reinvestment Fee Covenant was created by and is set forth in the Amended and Restated Agreement, recorded on \_\_\_\_\_, as Entry No. \_\_\_\_\_, in Book \_\_\_\_\_, beginning at Page \_\_\_\_\_ of the records of the Summit County Recorder, as amended. The Reinvestment Fee Covenant requires, among other things, that upon the transfer of any portion of the Property, the transferee is required to pay a Reinvestment Fee in the amount of .5% of the value of the transferred property to Pine Meadow at P.O. Box 95567, South Jordan, Utah 84095-0567.

The burden of the Reinvestment Fee Covenant is intended to be perpetual in duration and to run with the land and bind the owners of the Property and their successors-in-interest and assigns. The existence of the Reinvestment Fee Covenant precludes the imposition of an additional reinvestment fee covenant on the burdened Property. The Reinvestment Fee's purpose is for payment of common expenses and reserves, including payment for common planning, facilities and infrastructure, and is required to benefit the burdened Property.

TNT  


DATED this \_\_\_\_\_ day of \_\_\_\_\_ 2015.

PINE MEADOW RANCH HOME OWNERS ASSOCIATION

By \_\_\_\_\_  
Its \_\_\_\_\_

STATE OF UTAH )  
 )  
 ) :ss  
COUNTY OF \_\_\_\_\_ )

On \_\_\_\_\_, before me, the undersigned, a Notary Public, personally appeared \_\_\_\_\_, personally known to me (or prove to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s) or the entity upon behalf of which the person(s) acted, executed the instrument.

\_\_\_\_\_  
NOTARY PUBLIC

TMT 

# EXHIBIT A

(Legal Descriptions)

*TW* 

**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

Deer Meadows SPA

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 July 20, 2016, 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: \_\_\_\_\_**

**ATTEST:**

---

**County Clerk  
Summit County, Utah**

**APPROVED AS TO FORM:**

---

**Deputy County Attorney  
Summit County, Utah**

**MASTER DEVELOPMENT AGREEMENT  
FOR THE  
DEER MEADOWS SUBDIVISION**

October 5, 2016

**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).

**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.

**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.

**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.

**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.

**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 the social, cultural, and rural values and institutions of Eastern Summit County or the public health safety and general welfare of the County.

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

**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.

**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, (hereinafter referred to as the "Pine Meadows Lots" or singularly as "Pine Meadows Lot"). The Pine Meadows Lots are more particularly 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 cause to be recorded in the Office of the Summit County Recorder the "Declaration and Notice of Use Restrictions for the Benefit of Summit County" (hereafter referred to as the "Declaration" or "Declarations") in the form attached hereto as **Exhibit "E"** against the Pine Meadows Lots. The Declarations 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 Declarations 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 "Declarations" 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 Pine Meadows 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 that includes the existing cabin structure may be relocated on the 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.

**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 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 Pine Meadows 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.

**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 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 \$2061.00. 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 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 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 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, 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 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.

**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 hereby 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, hereby 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 its 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 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

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 (3<sup>rd</sup>) 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 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.

**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 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.

\_\_\_\_\_  
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: \_\_\_\_\_

## TABLE OF EXHIBITS

Exhibit "A"	Legal Description of Deer Meadows Lots
Exhibit "B"	Project Development Plan
Exhibit "C"	Final Subdivision Plat
Exhibit "D"	Pine Meadows Lots to be Extinguished
Exhibit "E"	Sample "Declaration and Notice of Use Restrictions for the Benefit of Summit County"

**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 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 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)

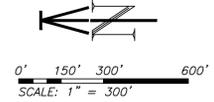
BEGINNING AT A POINT NORTH 00°05'21" WEST 323.21 FEET FROM THE WEST QUARTER CORNER OF SECTION 15, TOWNSHIP 1 NORTH, RANGE 4 EAST, SALT LAKE BASE AND MERIDIAN; AND RUNNING THENCE NORTH 00°05'21" WEST

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°25'26" 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.

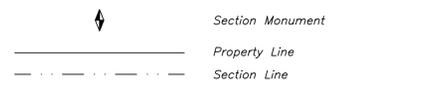


**EXHIBIT "C"**  
**FINAL SUBDIVISION PLAT**

# DEER MEADOWS SUBDIVISION



## LEGEND



## SURVEYOR'S CERTIFICATE

I, DENNIS L. BAILEY, do hereby certify that I am a Registered Land Surveyor, and that I hold certificate No. 175754, as prescribed under the laws of the State of Utah. I further certify that by authority of the Owners, I have made a survey, or a field survey has been made under my direction, of the tract of land shown on this plat and described below, and that the plat hereon is true and correct representation of said survey.

### DEER MEADOWS SUBDIVISION

**LEGAL DESCRIPTIONS:**  
**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 88.14 FEET THROUGH A CENTRAL ANGLE OF 44°37'30"; THENCE NORTH 28°47'01" EAST 23.32 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 42.83 FEET; THENCE SOUTH 29°34'51" WEST 81.58 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.

**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 23.32 FEET TO THE POINT OF A 150.00 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.

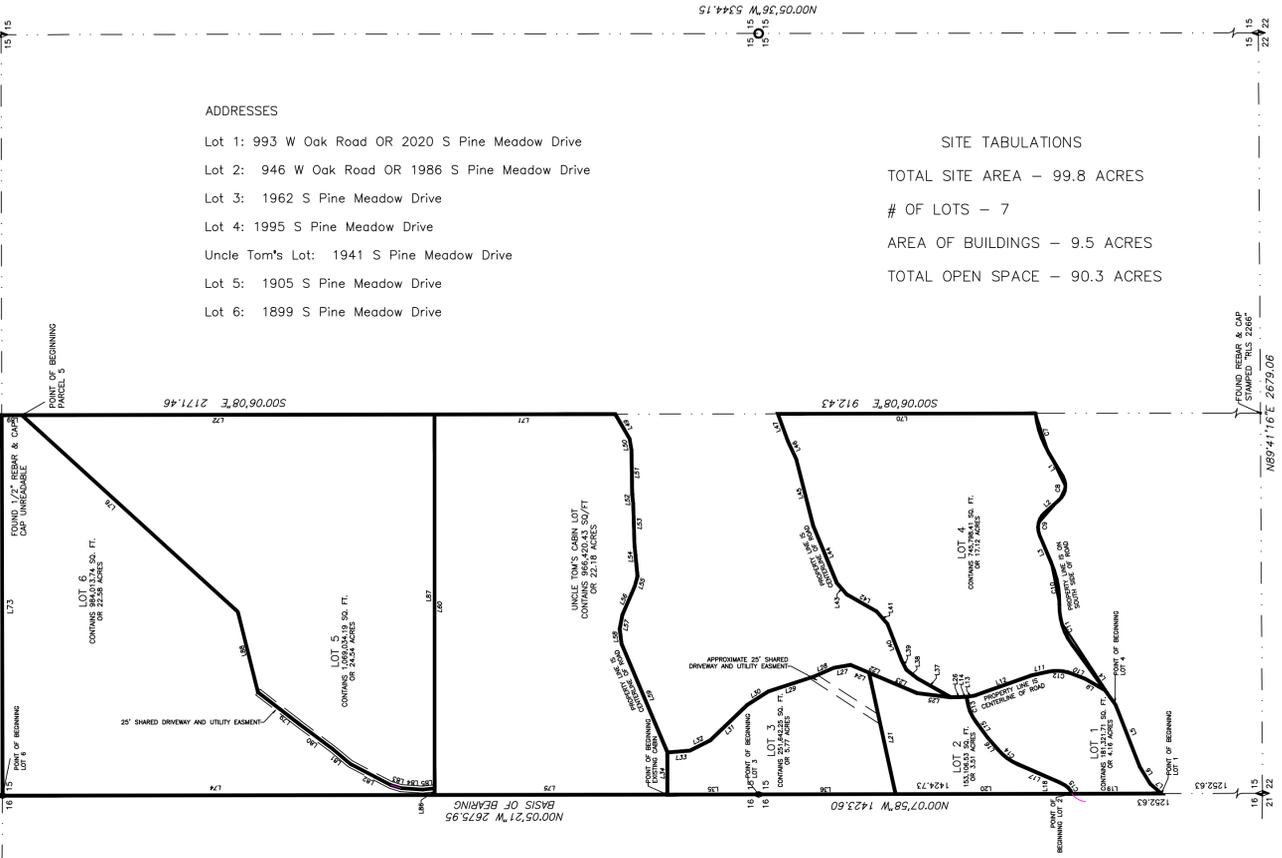
**LOT 3**  
 BEGINNING AT THE WEST QUARTER CORNER OF SECTION 15, TOWNSHIP 1 NORTH, RANGE 4 EAST, SALT LAKE BASE AND MERIDIAN; AND RUNNING THENCE NORTH 00°05'21" WEST ALONG SAID SECTION LINE 323.21 FEET; THENCE EAST 148.75 FEET; THENCE SOUTH 04°18'12" EAST 79.57 FEET; THENCE SOUTH 26°45'53" EAST 80.73 FEET; THENCE SOUTH 43°41'51" EAST 181.18 FEET; THENCE SOUTH 22°34'44" 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.

**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°13'32" 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°04'08" 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 242°7'29"; 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°12'02"; 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°38'46" 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.

**LOT 5**  
 BEGINNING AT A POINT WHICH IS NORTH 89° 53' 01" EAST ALONG THE NORTH LINE OF SECTION 15, A DISTANCE OF 1340.35 FEET AND THEN SOUTH 00°06'08" EAST 71.21 FEET FROM THE NORTHWEST CORNER OF SECTION 15, TOWNSHIP 1 NORTH, RANGE 4 EAST, SALT LAKE BASE AND MERIDIAN; AND RUNNING THENCE NORTH 00°06'08" EAST 160.13 FEET; THENCE WEST 1316.99 FEET; THENCE NORTH 06°24'50" WEST 42.36 FEET; THENCE NORTH 03°50'19" EAST 76.78 FEET; THENCE NORTH 16°58'56" EAST 37.91 FEET; THENCE NORTH 27°35'48" EAST 161.59 FEET; THENCE NORTH 39°54'22" EAST 80.72 FEET; THENCE NORTH 36°44'06" EAST 151.32 FEET; THENCE NORTH 37°28'26" EAST 180.92 FEET; THENCE NORTH 75°56'13" EAST 291.50 FEET; THENCE NORTH 42°11'19" EAST 1031.61 TO THE POINT OF BEGINNING.

**LOT 6**  
 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 1340.35 FEET; THENCE SOUTH 00°06'08" EAST 71.21 FEET; THENCE SOUTH 42° 11' 19" WEST 1031.51 FEET; THENCE SOUTH 75° 56' 13" WEST 291.50 FEET; SOUTH 37°28'26" WEST 180.92 FEET; THENCE SOUTH 36° 44' 06" WEST 151.32 FEET; THENCE SOUTH 39° 54' 22" WEST 80.72 FEET; THENCE SOUTH 27° 35' 48" EAST 161.59 FEET; THENCE SOUTH 16° 58' 56" WEST 37.91 FEET; THENCE SOUTH 03° 50' 19" WEST 76.78 FEET; THENCE SOUTH 06° 24' 50" EAST 42.36 FEET; THENCE WEST 23.70 FEET TO THE WEST LINE OF SAID SECTION 15; THENCE NORTH 00° 05' 21" WEST ALONG SAID WEST LINE 1528.57 FEET TO THE POINT OF BEGINNING.

**EXISTING CANAL**  
 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°25'26" WEST 28.71 FEET; THENCE SOUTH 89°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 68°32'44" WEST 108.29 FEET; THENCE NORTH 78°16'03" 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.



LINE	BEARING	DISTANCE
L39	N 62°33'32" E	371.17
L40	N 62°33'32" E	371.17
L41	N 49°06'26" E	52.41
L42	N 29°41'50" E	122.10
L43	N 48°45'48" E	53.87
L44	N 67°34'49" E	218.64
L45	N 75°39'18" E	241.08
L46	N 64°48'48" E	68.51
L47	N 68°47'41" E	137.20
L48	N 49°06'26" E	58.41
L49	N 59°48'13" E	101.23
L50	N 80°36'59" E	39.55
L51	N 89°03'44" E	158.02
L52	N 83°25'26" E	28.71
L53	N 89°07'13" E	145.72
L54	N 84°38'22" E	113.24
L55	N 74°34'34" E	36.35
L56	N 66°52'44" E	108.79
L57	N 62°33'32" E	371.17
L58	N 62°33'32" E	371.17
L59	N 67°00'21" E	416.37
L60	EAST	1340.70
L70	N 00°06'08" W	912.28
L71	N 41°16'59" W	67.80
L72	N 00°06'08" W	152.75
L73	N 89°53'01" E	1340.35
L74	N 00°05'21" W	1528.57
L75	N 00°05'21" W	874.12
L76	N 42°11'19" W	1031.51
L77	N 75°56'13" W	291.50
L78	N 37°28'26" W	180.92
L79	N 36°44'06" W	151.32
L80	N 36°44'06" W	151.32
L81	N 39°54'22" E	80.72
L82	N 27°35'48" E	161.59
L83	N 16°58'56" E	37.91
L84	N 08°30'48" W	26.37
L85	N 08°30'48" W	26.37
L86	WEST	42.36
L87	EAST	1316.89
L88	N 75°56'13" E	291.50
L89	S 00°04'26" E	70.87

LINE	BEARING	DISTANCE
L1	S 21°16'59" W	95.08
L2	S 21°16'59" W	95.08
L3	S 66°51'31" W	104.25
L4	S 53°57'21" W	263.85
L5	S 68°45'40" W	232.58
L6	S 58°26'23" W	71.85
L7	S 29°34'51" W	81.07
L8	N 29°44'51" E	81.07
L9	N 21°45'23" E	47.83
L10	N 12°38'10" W	56.75
L11	N 19°21'29" E	216.73
L12	S 19°21'29" E	216.73
L13	N 38°09'02" W	49.54
L14	S 38°09'02" W	49.54
L15	S 33°25'19" W	69.66
L16	S 49°10'46" W	57.43
L17	S 23°17'37" W	159.49
L18	S 23°17'37" W	159.49
L19	S 23°17'37" W	159.49
L20	N 00°07'58" W	623.77
L21	N 83°23'32" E	410.60
L22	N 23°00'39" E	255.61
L23	N 23°00'39" E	134.20
L24	S 66°51'31" W	104.25
L25	S 66°51'31" W	104.25
L26	S 01°47'22" E	56.09
L27	N 02°45'24" W	60.05
L28	N 23°49'42" W	78.31
L29	N 17°51'04" W	167.68
L30	N 17°51'04" W	167.68
L31	N 43°41'51" W	181.18
L32	N 26°45'53" W	80.73
L33	N 84°18'12" W	79.57
L34	WEST	345.00
L35	N 00°07'58" W	345.00
L36	N 39°22'05" E	136.10
L37	N 39°22'05" E	136.10
L38	N 38°09'02" E	49.54

**GENERAL NOTES**

- THE BASIS OF BEARING FOR THIS SURVEY WAS ESTABLISHED BETWEEN FOUND BRASS CAP MONUMENTS OF THE NORTHWEST CORNER AND THE WEST QUARTER CORNER OF SECTION 15, TOWNSHIP 1 NORTH, RANGE 4 EAST, SALT LAKE BASE AND MERIDIAN AS SHOWN ON THIS SURVEY PLAT.
- ALL COURSES SHOWN IN PARENTHESIS ARE RECORD INFORMATION TAKEN FROM DEED DESCRIPTIONS OR OFFICIAL MAPS OR PLATS OF RECORD. ALL OTHER COURSES ARE THE RESULT OF ACTUAL FIELD MEASUREMENTS.
- THE LOCATION OF ALL UNDERGROUND UTILITIES ARE APPROXIMATE ONLY AND SHOULD BE FIELD VERIFIED PRIOR TO ANY CONSTRUCTION.
- FURTHER SUBDIVISION OF SUCH LANDS, WHETHER BY DEED, BEQUEST, DIVORCE, DECREE, OR OTHER RECORDED INSTRUMENT, SHALL NOT RESULT IN A BUILDABLE LOT UNTIL THE SAME HAS BEEN APPROVED IN ACCORDANCE WITH THE EASTERN SUMMIT COUNTY DEVELOPMENT CODE.

ALL LOTS/STRUCTURES WITHIN THIS DEVELOPMENT MUST MEET ALL BUILDING PERMIT REQUIREMENTS AT THE TIME OF BUILDING PERMIT ISSUANCE.

### OWNER'S DEDICATION

Known all men by these presents that \_\_\_\_\_, the \_\_\_\_\_ undersigned owner(s) of the above described tract of land, having caused same to be subdivided into lots and streets to be hereafter known as the

### DEER MEADOWS SUBDIVISION

do hereby dedicate for perpetual use of the public all parcels of land shown on this plat as intended for Public use.

In witness whereof \_\_\_\_\_ have hereunto set \_\_\_\_\_ this day \_\_\_\_\_ of \_\_\_\_\_ A.D., 2016

### ACKNOWLEDGMENT

STATE OF UTAH :  
 County of Summit :  
 On the \_\_\_\_\_ day of \_\_\_\_\_ A.D., 2016, personally appeared before me, the undersigned Notary Public, in and for said County of Summit in said State of Utah, the signer ( ) of the above Owner's dedication \_\_\_\_\_ in number, who duly acknowledged to me that \_\_\_\_\_ signed it freely and voluntarily and for the uses and purposes therein mentioned.

MY COMMISSION EXPIRES: \_\_\_\_\_ NOTARY PUBLIC RESIDING IN \_\_\_\_\_  
**CONSENT TO RECORD**

STATE OF UTAH :  
 County of Summit :

THE UNDERSIGNED LIEN HOLDER HEREBY CONSENTS TO THE RECORDATION OF THIS PLAT.  
 BY: \_\_\_\_\_ AUTHORIZED OFFICIAL  
 THE FOREGOING CONSENT TO RECORD WAS ACKNOWLEDGED BEFORE ME \_\_\_\_\_ THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2016  
 BY: \_\_\_\_\_ NOTARY PUBLIC RESIDING IN \_\_\_\_\_  
 MY COMMISSION EXPIRES \_\_\_\_\_

**WEST HALF, SECTION 15, TOWNSHIP 1 NORTH, RANGE 4 EAST, SALT LAKE BASE AND MERIDIAN**

DATE \_\_\_\_\_ DENNIS L. BAILEY

### ADDRESSES

- Lot 1: 993 W Oak Road OR 2020 S Pine Meadow Drive
- Lot 2: 946 W Oak Road OR 1986 S Pine Meadow Drive
- Lot 3: 1962 S Pine Meadow Drive
- Lot 4: 1995 S Pine Meadow Drive
- Uncle Tom's Lot: 1941 S Pine Meadow Drive
- Lot 5: 1905 S Pine Meadow Drive
- Lot 6: 1899 S Pine Meadow Drive

### SITE TABULATIONS

- TOTAL SITE AREA - 99.8 ACRES
- # OF LOTS - 7
- AREA OF BUILDINGS - 9.5 ACRES
- TOTAL OPEN SPACE - 90.3 ACRES

CURVE	ARC	RADIUS	DELTA
C7	147.27	345.00	242°7'29"
C8	90.02	95.00	77°17'02"
C9	152.75	355.10	24°38'46"
C10	152.75	355.10	24°38'46"
C11	149.46	350.00	37°13'55"
C12	90.04	150.00	34°23'33"
C13	83.56	160.00	29°55'19"
C14	88.10	195.00	25°53'09"
C15	38.94	90.00	44°37'30"

**HEALTH DEPARTMENT**  
 APPROVED AND ACCEPTED BY THE SUMMIT COUNTY COUNCIL THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ A.D. 2016.

**COUNTY SHERIFF**  
 APPROVED AND ACCEPTED BY THE SUMMIT COUNTY COUNCIL THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ A.D. 2016.

**NORTH SUMMIT FIRE DISTRICT**  
 APPROVED AND ACCEPTED BY THE SUMMIT COUNTY COUNCIL THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ A.D. 2016.

**QUESTAR GAS**  
 APPROVED AND ACCEPTED BY THE SUMMIT COUNTY COUNCIL THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ A.D. 2016.

**UTAH SURVEYS**  
 Licensed Professional Land Surveying and Consulting  
 2577 West 7380 South West Jordan, Utah 84064  
 Dennis L. Bailey, PLS  
 Office (801) 561-8444

**EASTERN SUMMIT COUNTY PLANNING COMMISSION**  
 APPROVED AND ACCEPTED BY THE EASTERN SUMMIT COUNTY PLANNING COMMISSION THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ A.D. 2016.

**SUMMIT COUNTY COUNCIL**  
 APPROVED AND ACCEPTED BY THE SUMMIT COUNTY COUNCIL THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ A.D. 2016.

**COUNTY ENGINEER**  
 APPROVED AND ACCEPTED BY THE SUMMIT COUNTY ENGINEERING DEPARTMENT THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ A.D. 2016.

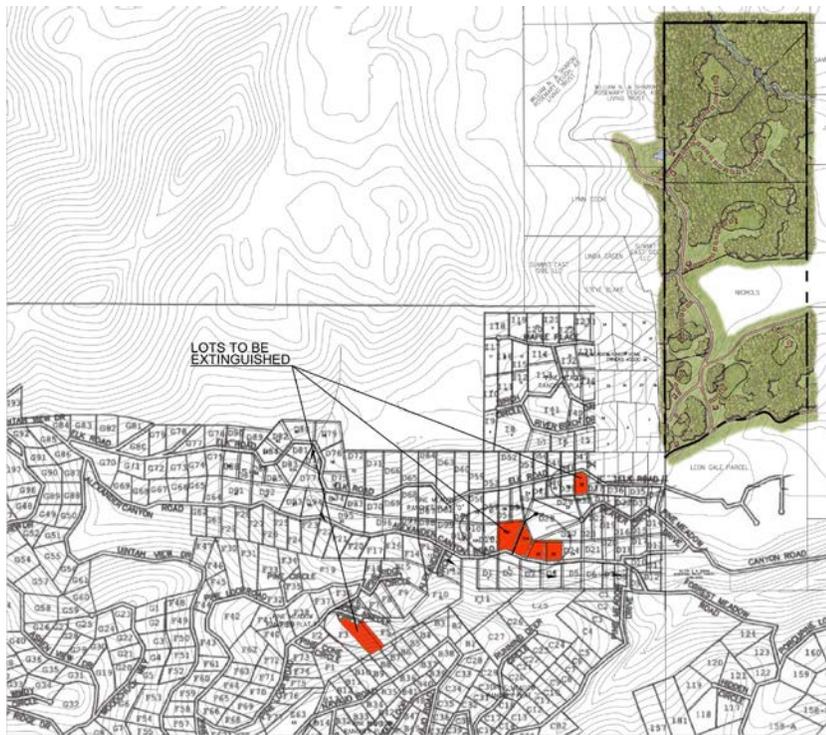
**APPROVAL AS TO FORM**  
 APPROVED AS TO FORM THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ A.D. 2016.

**COUNTY RECORDER**  
 STATE OF UTAH, COUNTY OF SUMMIT, RECORDED AND FILED AT THE REQUEST OF  
 DATE \_\_\_\_\_ TIME \_\_\_\_\_ BOOK \_\_\_\_\_ PAGE \_\_\_\_\_  
 FEE \$ \_\_\_\_\_  
 SUMMIT COUNTY RECORDER

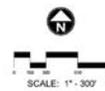
**EXHIBIT "D"**  
**PINE MEADOW PROPERTIES TO BE EXTINGUISHED**

**PARCEL TAX ID #**

- 1.) PI-D-103 Pine Meadow Plat "D" 1.24 Acres 1242 West Alexander Canyon Road
- 2.) PI-D-104 Pine Meadow Plat "D" .86 Acres 1218 West Alexander Canyon Road
- 3.) PI-D-25 Pine Meadow Plat "D" .64 Acres 1188 West Alexander Canyon Road
- 4.) PI-D-26 Pine Meadow Plat "D" .76 Acres 1160 West Alexander Canyon Road
- 5.) PI-F-4 Pine Meadow Plat "F" 1.50 Acres 1537 West Pine Needle Circle
- 6.) PI-D-38 Pine Meadow Plat "D" .66 Acres 1115 West Elk Drive



**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



OCTOBER 14, 2015



land planning \* landscape architecture  
 Post Office Box 448073  
 1655 Business Center, Suite 205  
 Park City, Utah 84302  
 435.939.3796 | 435.645.0621  
 info@landsolutionspc.com

**WHEN RECORDED, RETURN TO:**

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

**DECLARATION AND NOTICE OF USE RESTRICTIONS  
FOR THE BENEFIT OF  
SUMMIT COUNTY**

This DECLARATION AND NOTICE OF USE RESTRICTIONS (this "Declaration"), dated as of the \_\_\_\_ day of \_\_\_\_\_, 2016 (the "Effective Date"), is entered into and made by \_\_\_\_\_, whose address is \_\_\_\_\_ (the "Declarant") in favor of SUMMIT COUNTY, a political subdivision of the State of Utah, whose address is 60 N. Main St., P.O. Box 128, Coalville, Utah 84017 (the "County") (collectively referred to as the "Parties").

**RECITALS**

**WHEREAS**, Declarant is the fee owner of certain real property, Tax ID Parcel No. \_\_\_\_\_, Summit County, Utah (the "Property"); said real property being approximately \_\_\_\_ acres, located within the boundaries of the Pine Meadow Ranch Homeowners Association and Pine Meadow Ranch Subdivision, according to the official plat thereof on file with the Office of the Recorder, Summit County, Utah, as entry number \_\_\_\_\_, in Book \_\_\_\_\_ beginning at Page \_\_\_\_\_. The Property is more particularly described in attached **Exhibit A**; 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 (the "Deer Meadows Property"). The Deer Meadows Property is adjacent to Owner's Property; and,

**WHEREAS**, the Pine Meadow Ranch Home Owners Association and Deer Meadows, LLC entered into an Amended and Restated Agreement dated February 5, 2015 and on file with the Office of the Recorder, Summit County, Utah, as entry number \_\_\_\_\_, in Book \_\_\_\_\_ beginning at Page \_\_\_\_\_, in which the Pine Meadow Ranch Home Owners Association agreed to "recognize the transfer of existing development rights from [six] existing, undeveloped Lot of Record within the existing boundaries of the Pine Meadow ranch Home Owners Association."

**WHEREAS**, on or about October 14, 2015, the County Council of the County approved the Deer Meadows Specially Planned Area, which rezoned the Deer Meadows Property from AG-100 [Agricultural use with a residential density of one (1) dwelling unit per one hundred (100) acres] to a Specially Planned Area pursuant to Summit County Code §11-3-10, allowing

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 on the Deer Meadows Property; and

**WHEREAS**, consistent with the agreement between the Pine Meadow Ranch Home Owners Association and Deer Meadows, LLC, the Development Agreement for the Deer Meadows Specially Planned Area, approved on \_\_\_\_\_ as Ordinance No. \_\_\_\_\_ contemplates that, as part of the consideration for the Deer Meadows Specially Planned Area, the density associated with six (6) lots within the adjacent and platted Pine Meadows subdivision is to be extinguished. The Owner's Property is one of those six (6) lots.

**WHEREAS**, Owner has applied for and is in the process of completing a plat amendment of the Pine Meadow Ranch Subdivision, to combine the Property with Owner's adjacent parcel, Tax ID Parcel No. \_\_\_\_\_; and

**WHEREAS**, and to the extent specified herein, Owner desires that the Property shall be held, conveyed, encumbered, leased, used, occupied, and improved subject to the restrictions, rights, conditions, and covenants set forth in this Notice.

### **TERMS**

NOW, THEREFORE, for and in consideration of the covenants and promises set forth in this Notice, together with the mutual benefits to be derived herefrom and therefrom, Owner hereby covenants and declares that the Property, and every part or interest therein, is now held and shall hereafter be held, conveyed, encumbered, leased, used, occupied and improved subject to the restrictions, rights, conditions and covenants herein set forth, each and all of which is and are for, and shall inure to the benefit of and pass with, the Property, and every part or interest therein, and shall apply to every owner and occupant thereof, and their successors and assigns, with the effect that all restrictions, rights, conditions and covenants in this Notice shall run with and burden the Property and shall be binding on the Property and all other persons having or acquiring any interest in the Property.

1. Owner desires to maintain and preserve the Property as open space and to restrict the use of the Property to uses that are consistent with its preservation as open space. In that connection, the following uses of the Property and/or activities upon the Property are expressly prohibited in perpetuity (collectively, the "Use Restrictions"):

(a) Division, subdivision or de facto subdivision (through long-term leasing or otherwise) of any parcel of the Property into more than one (1) separately owned parcels of real property;

(b) Construction or location of any structure, pad, deck, fire-pit or improvement of any nature on the Property.

(c) Continuous overnight camping that may be deemed or interpreted as increasing the development density of the Pine Meadow Ranch Subdivision.

(d) The parking or storage of vehicles and trailers.

2. With the agreement and understanding that, in the event the Use Restrictions shall, in any respect, as reasonably determined by the County, fail to be performed or complied with, the County may not have an adequate remedy at law for the breach or threatened breach thereof, the County may (a) take or cause to be taken such actions as may be necessary or appropriate to satisfy any such covenants, agreements, conditions, and/or obligations, and/or (b) file a suit in equity to enjoin the breach or threatened breach of the Use Restrictions, as the case may be, and/or for specific performance thereof.

3. This Declaration may be amended only by duly recording an instrument executed and acknowledged by the Declarant.

4. All restrictions, rights, conditions and covenants in this Declaration shall run with and bind the Property as covenants running with the land and shall inure with and burden the Property and shall be binding on the Property and any persons having or acquiring any interest in the Property, for the benefit of the Property and other persons having or acquiring any interest in the Property. Further, this Declaration and the restrictions created hereby shall inure to and be binding upon all occupants, tenants, licensees and invitees of the Property, and upon any person acquiring the Property, or any part thereof or any interest therein, whether voluntarily, involuntarily, by operation of law or otherwise. The owner(s) of the Property, including, without limitation, any owner or lien holder, who acquires any interest in the Property, by foreclosure, trustee's sale or otherwise, shall be liable for all obligations arising under this Declaration with respect to the Property after the date of sale and conveyance of title.

5. In the event of any legal action or proceeding in any way connected with this Declaration, the prevailing party in any such action or proceeding (in addition to any other relief which may be granted, whether legal or equitable), shall be entitled to recover from the losing party in any such action or proceeding its reasonable costs and attorneys' fees (including, without limitation, its reasonable costs and attorneys' fees on any appeal). All such costs and attorneys' fees shall be deemed to have accrued on commencement of any legal action or proceeding and shall be enforceable whether or not such legal action or proceeding is prosecuted to judgment.

6. Failure to enforce any provision of this Declaration does not waive the right to enforce that provision, or any other provision of this Declaration.

7. All notices given pursuant to this Declaration shall be in writing and shall be given by personal service (receipted), by United States mail or by United States express mail or other established express delivery service (such as Federal Express), postage or delivery charge prepaid, return receipt requested.

8. The provisions of this Declaration are independent and severable. A determination of invalidity or partial invalidity or unenforceability of any one provision of this Declaration by a court of competent jurisdiction does not affect the validity or enforceability of any other provisions of this Declaration.

9. The Use Restrictions specified herein shall be subject to no prior liens, restrictions or encumbrances, except general real property taxes and assessments not yet due and payable. In the event that any liens or encumbrances shall hereafter accrue against the Property, the lien or indebtedness evidenced by any such liens shall be subordinate to the Use Restrictions specified herein.

IN WITNESS WHEREOF, the undersigned have caused this Declaration to be executed as of the date first written above.

STATE OF UTAH )  
:ss  
COUNTY OF SUMMIT )

On this \_\_\_\_ day of \_\_\_\_\_, 2016, personally appeared before me Tom Fisher, known or satisfactorily proved to me to be the Manager of SUMMIT COUNTY, who acknowledged to me that he signed the foregoing instrument in that capacity.

\_\_\_\_\_  
Notary Public for Utah

DECLARANT

By:  
\_\_\_\_\_

STATE OF UTAH )  
COUNTY OF SUMMIT )

On this \_\_\_\_ day of \_\_\_\_\_, 2016, personally appeared before me \_\_\_\_\_, whose identity is personally known to me/or proved to me on the basis of satisfactory evidence and who by me duly sworn/affirmed, did say that he is the (title) \_\_\_\_ of \_\_\_\_\_, and acknowledged that he/she signed it voluntarily for its stated purpose as \_\_\_\_\_ (title) for \_\_\_\_\_, a \_\_\_\_ corporation.

\_\_\_\_\_  
Notary Public

Commission Expires: \_\_\_\_\_

APPROVED AS TO FORM:  
\_\_\_\_\_

# **EXHIBIT A**

## **Legal description of the Property**



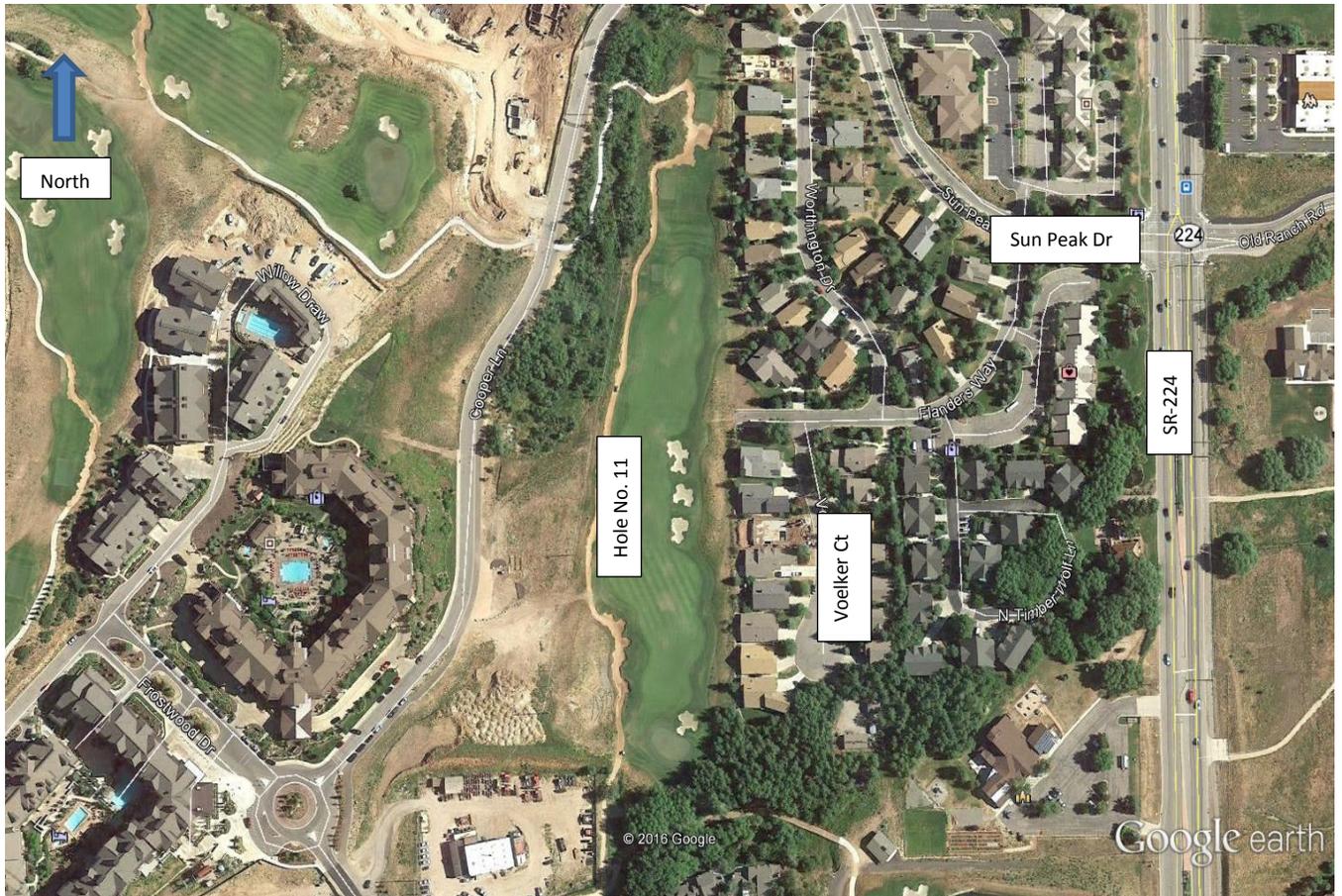
## STAFF REPORT

To: Summit County Council  
From: Gary Horton, Summit County Engineer  
Date of Meeting: October 12, 2016  
Type of Item: Appeal of an Administrative Decision

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### Project Description:

Project Name: The Canyons Golf Course, Hole 11  
Applicant(s)/Property Owner(s): SunPeak Homeowners Association  
Location: 2431 High Mountain Road  
Permit #: 16-G-23



**Figure 1: Vicinity Map**

P.O. Box 128 X Coalville, UT 84017  
Coalville: (435) 336-3250 X Kamas: (435) 783-4351 ext. 3250 X Park City (435) 615-3250  
Fax: (435) 336-3043 X Park City Fax (435) 615-3043

**Background:**

The Canyons Resort Golf Course was approved by Summit County on September 10, 2010 as a Low Impact permit. The appeal period for Low Impact Permits is ten (10) calendar days from the date of the final decision. The appeal period for the golf course low impact permit has passed and therefore this staff report focuses on the other elements of the appeal.

Hole number 11 was initially constructed as a temporary par 4 pending the demolition and relocation of the resort's ski maintenance facility. On August 26, 2016 Grading Permit No. 16-G-23 was issued to Replay Resorts to finalize hole number 11 (Exhibit A). As part of the Grading Permit plans were provided, reviewed and approved by the Engineering Department (Exhibit B). The plans are in accordance with Ordinance 315-C (Exhibit C), concerning excavation, grading and placement of fill material on private property. As part of The Canyons Storm Water Master Plan there are detention facilities on hole 11. As part of the conversion from a temporary par 4 to the final par 5 the detention facilities will be modified and expanded in accordance with the storm water master plan.

After grading work began an appeal letter dated September 2, 2016 was received by Pat Putt and myself from Bruce Shapiro representing SunPeak Homeowners Association appealing the grading permit of hole number 11 (Exhibit D). On September 7, 2014 (intended to be 2016) Pat addressed the appeal request (Exhibit E). Two additional emails dated September 8 and 12, 2016 were directed to Pat Putt and I was carbon copied (Exhibit F & G).

**Standard of Review:**

Appeals of Decisions made by the County Engineer (or designee) must be made to the County Council within ten (calendar) days of the decision by the County Engineer (or designee). On appeal, the County Council shall review the matter de novo that is, reviewing the facts and evidence "a new", and shall determine the correctness of the County Engineer's (or designee) decision in its interpretation and application of Ordinance 315.

**FINDINGS OF FACT**

1. In August 2016 the applicant applied for and received a grading permit (Exhibit A).
2. As part of the permitting process the plans provided were reviewed, modified and approved by the Engineering Department (Exhibit B). The plans describe the removal of material from RC-22 in The Canyons and placement of material on hole number 11.
3. The plans comply with Ordinance 315-C (Exhibit C).
  - A geotechnical soils report was provided identifying suitable material for the proposed grading.
  - The proposed grading meet the slope requirements no steeper than 2 feet horizontal for 1 foot vertical.
  - The proposed grading meets the setback requirements.
  - Appropriate erosion control measures are proposed and established in the field. There is no emergency spillway.
  - A noxious weed plan was submitted and approved.
  - Appropriate bonding was established prior to permit issuance.

P.O. Box 128 X Coalville, UT 84017

Coalville: (435) 336-3250 X Kamas: (435) 783-4351 ext. 3250 X Park City (435) 615-3250

Fax: (435) 336-3043 X Park City Fax (435) 615-3043

## CONCLUSIONS OF LAW

1. The Canyons Golf Course received low impact permit approval in September 2010.
2. The applicant applied for a grading permit in accordance with Ordinance 315-C and its Appendices.

### **Recommendation:**

Staff recommends that the Summit County Council review information provided in this report, and vote to uphold the determination of law of the Engineering Department to allow the continued grading of hole number 11.

### **Attachments:**

Exhibit A - Grading Permit 16-G-23

Exhibit B - Approved Plans for Grading Permit No. 16-G-23

Exhibit C - Ordinance 315-C

Exhibit D - Appeal Letter dated September 2, 2016

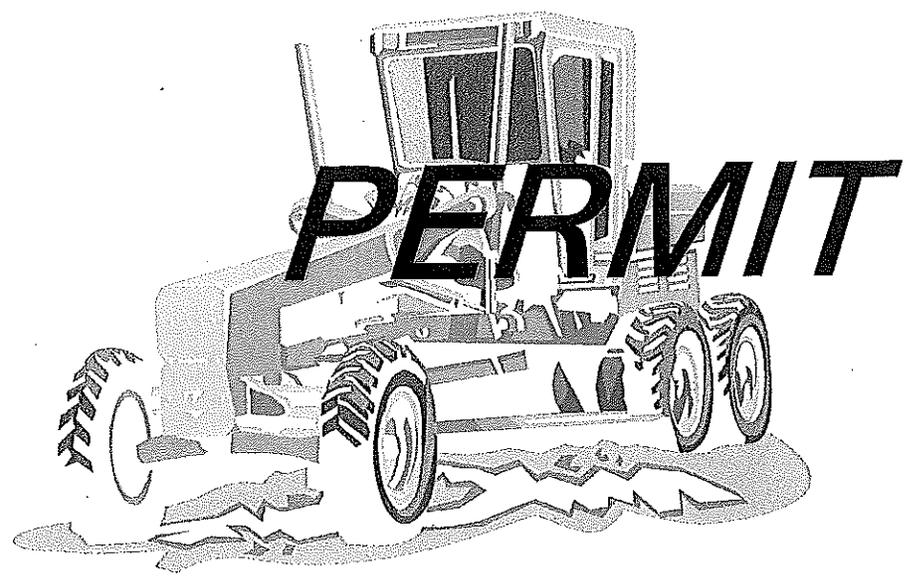
Exhibit E - Appeal response dated September 7, 2014 (intended 2016)

Exhibit F - Tesch Law Offices email dated September 8, 2016

Exhibit G - Tesch Law Offices email dated September 12, 2016

# ***SUMMIT COUNTY***

## ***GRADING***



***APPLICANT: Laron Turley***

***ADDRESS: 2431 High Mountain Road***

***PERMIT NO. 16-G-23***

***DATE ISSUED: August 26, 2016***

***EXPIRATION DATE: February 26, 2017***



# Summit County Engineering

August 19, 2016

RE: Engineering # ~~16-6-23~~ 16-6-23

The following **marked** information is needed or needs to be corrected on the **site plan** before Summit County Engineering can sign off on plans, once plans have been corrected please allow up to 48 hours for new review. **No "Red-Line" corrections can be accepted. All corrections must be made by the Architect, Surveyor or Engineer.**

- Sign application (Need 2<sup>nd</sup> page of application signed by owner)
- Grading Permit Fee \$0.00       SWP3/ECP Completion Bond required \$
- Completion/ENC Bond Required \$       Weed Control Bond \$
- Need State Stormwater Permit NOI
- A topographical map with **both** existing and proposed contours is required.
  - Show contours around structure     Show contours around driveway
  - Maximum 2:1 slopes       Label Erosion Control Blankets on ALL 3:1 and steeper slopes
- Storm Water Pollution Prevention and Erosion Control Plan required (ordinance 381-A)
  - Erosion control (silt fence, straw wattle) location needed on site plan
  - Label stabilized construction entrance on site plan
- Add specification notes to site plan
  - Add erosion control specification notes
  - Add construction entrance specification notes
  - Add erosion control blankets specification notes, if applicable (req. for all slopes steeper than 3:1)

Construction Mitigation Plan required. (Ordinance 714) ([www.summitcounty.org/engineering](http://www.summitcounty.org/engineering) effective 1/1/2010) incomplete form

Show locations of:  dumpster  port-o-potty  staging area  construction parking area on site plans

Need Re-vegetation plan on site plan (ord. 381-A appendix C, C-1-2, C-1-3) *NOTES ON PLAN A SEPARATE DOCUMENT (COMMON)*

Cut/Fill Setbacks

- Cut Setback is one half (1/2) the vertical height with a min. setback of 2 feet and a maximum of 10 feet.
- Fill Setback is one half (1/2) the vertical height with a min. setback of 2 feet and a maximum of 20 feet.

**SHOW CUT/FILL MATERIAL VOLUME** *18075 cu*

Regular Grading Plan and/or Engineered Grading Plan, needs to show property lines

Need Engineered Grading Plan (over 5,000 cu. Yd.)

The Site Plan must be prepared, stamped and signed by a licensed Surveyor, Architect, Landscape Architect or Engineer, registered in the State of Utah. If an Architect, or Engineer stamps the plans, then a stamped Survey must accompany the site plan.

Need Soil Engineer Report (over 5,000 cu. Yd.)

Need Engineering Geology Report (over 5,000 cu. Yd.)

P.O. Box 128 Coal  
Phone 435-336-3250

**re:play**  
Replay Resorts  
Experience-Driven Destinations  
1840 Sun Peak Drive, Suite A201  
PO Box 680033  
Park City, Utah 84068  
Cel. 602.862.8744  
[www.replayresorts.com](http://www.replayresorts.com)

LARON TURLEY  
Development Manager  
[lturley@replayresorts.com](mailto:lturley@replayresorts.com)



**Summit County Engineering Division**  
**Grading Permit Application**  
 60 North Main ~ P.O. Box 128, Coalville, UT 84017  
 Coalville (435) 336-3250 ~ Kamas (435) 783-4351 x 3250 ~ Park City (435) 615-3250  
 Fax (435) 336-3043 ~ www.summitcounty.org/engineering

Engineering Permit # 16-G-23      Plan Check # \_\_\_\_\_      N.O.I. # \_\_\_\_\_

Applicant / Owner <b>Replay Resorts</b>	
Phone # <b>602-862-8744</b>	
Fax # _____	
email <b>lturley@replayresorts.com</b>	
Mailing Address <b>P.O. Box 680033</b>	
City <b>Park City</b>	Zip <b>84068</b>

Contractor <b>TBD</b>	
Phone # _____	
Fax # _____	
email _____	
Mailing Address _____	
City _____	Zip _____

Project Address 2431 High Mountain Road      Parcel # RC-22

- \* The applicant shall be the party responsible for the work and to whom all communications are to be directed.
- \* Grading permits are valid for a period of 180 days from the date received.
- \* Excavation, Grading and placement of fill ("Grading") (Refer to Ordinance 315-C for Requirements and Specifications)
- \* All work under this permit requires a 48 hour notice prior to work.
- \* Grading permits are not valid for work in the County right-of-way.
- \* All restoration and a final inspection must be requested prior to expiration of permit, unless extended in writing by the Summit County Engineer.

**GRADING PERMIT FEES**

- \$100 per Regular Grading Application \$ \_\_\_\_\_  
 \*Regular Grading (less than 5000 Cu. Yd.)
- \$200 per Engineered Grading Application \$ 200  
 \*Engineered Grading (more than 5000 Cu. Yd.)

**SWP3 & ECP FEE (Area to be disturbed) .9 AC**

- \$100 Sites of 1 Acre or less \$ 100
- \$10 per Additional Acre \$ \_\_\_\_\_

**BOND REQUIREMENTS**

Completion Bond (120% of Estimated Cost)      \$ 144,000

SWP3 & ECP Bond (120% of Estimated Cost)      \$ 5,799.84  
 Sq. Ft. Disturbed 41,582  
 Re-veg/stabilization \$.10 sq ft=      \$ 4,158.20  
 Silt Fence \$1.50 x 450 ft=      \$ 675

← Permit Fee \$      \$ 300  
 \*SWP3/ECP & Grading\*

Completion Bond      \$ 144,000

ECP & SWP3 Bond      \$ 5,799.84

Weed Bond (\$300/acre) \$ 300

**Total Due**      \$ 150,399.84

**Amt Paid**      \$ 300

**Balance**      \$ 150,099.84

Flood Zone: A X Shaded X

**\*\*Notations and/or conditions of Approval:**

By applying for this permit I acknowledge that I have confirmed that I will be complying with all federal, state and local laws concerning this property and that any permit issued pursuant to my application does not grant to me the right to develop my property under any existing land use and zoning laws, nor does it supersede any federal, state or local law which prevent the grading activity for which I am applying, in the event a permit is issued erroneously. This permit is not a grant of easement or other similar interest. Applicant shall acquire easements from affected fee owners as required.

Applicant / Owner Signature: [Signature]      Date 8/10/16

Engineering Approved By: [Signature]      Date 8-26-16

Planning Approved By: [Signature]      Date 8/26/16 \*removal for golf only!

Weed Dept Approved By: SEE NOXCONS      Date 8-11-16  
WEED PLAN

Bond Money Posted	Date Released
Completion <u>144,000</u>	_____
ECP/SWP3 <u>5,799.84</u>	_____
Weeds <u>300</u>	_____

# Summit County Grading Permit Application Form

(For applicants requesting a grading permit who do not have an approved permit prior through the Building Division)

Name of Owner: Replay Resorts  
Phone Number: 602-862-8744 Email: lturley@replayresorts.com  
Project Address/Location: 2431 High Mountain Road, Park City, UT  
Parcel Serial #: RC-22

Are there any other permits applied for, associated with this grading permit application? Y or  N

Project Description: Exporting of material to the golf course

Reason for Request: Canyons Golf Course is need of dirt to complete the construction of Hole #11

Is this project commercial YES or residential \_\_\_\_\_ other (describe) \_\_\_\_\_ ?  
Are there any wetlands? Y,  N, or Unknown?  
Are there any streams, irrigation ditches? Please explain No

Summit County Planning Department acknowledgment by: \_\_\_\_\_ Date: \_\_\_\_\_

Planner comments or conditions:

\_\_\_\_\_

\_\_\_\_\_

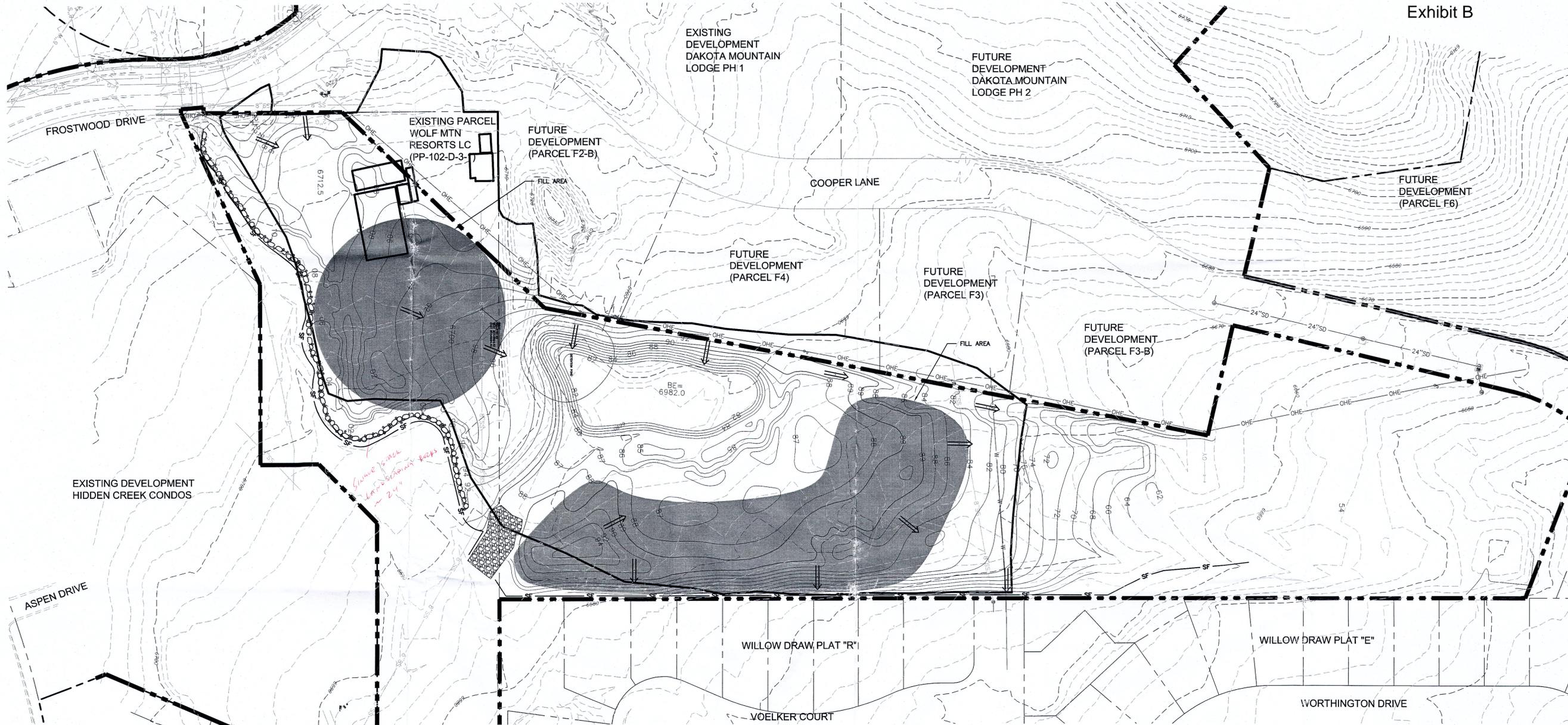
Is there import of fill dirt Y or N? If yes, where is the material being imported from?  
No Imported Dirt

Is there export of dirt from this project Y or N? If yes, where is the material being taken?  
All Exported Material will be taken to the golf course to finish Hole #11

Summit County Weed Department acknowledgment by: SEE NOXIOUS WEED PLAN Date: \_\_\_\_\_

I SUBMIT THAT I FULLY UNDERSTAND THAT APPROVAL FROM THE COMMUNITY DEVELOPMENT DEPARTMENT/WEED DEPARTMENT FOR A GRADING PERMIT IS NOT APPROVAL OF A BUILDING SITE LOCATION. I FURTHER UNDERSTAND THAT, UPON SUBMITTAL OF BUILDING PLANS TO THE BUILDING DIVISION, AN ALTERNATE ACCESS TO THE BUILDING SITE MAY HAVE TO BE CONSTRUCTED. FURTHERMORE, I UNDERSTAND THAT NATURAL GRADE (i.e. before any grading is done) IS USED TO CALCULATE BUILDING HEIGHT.

Dated this 19 of AUGUST 2014  
Parcel Owner(s) signature: \_\_\_\_\_  
Please Print Name: Kevin Staron

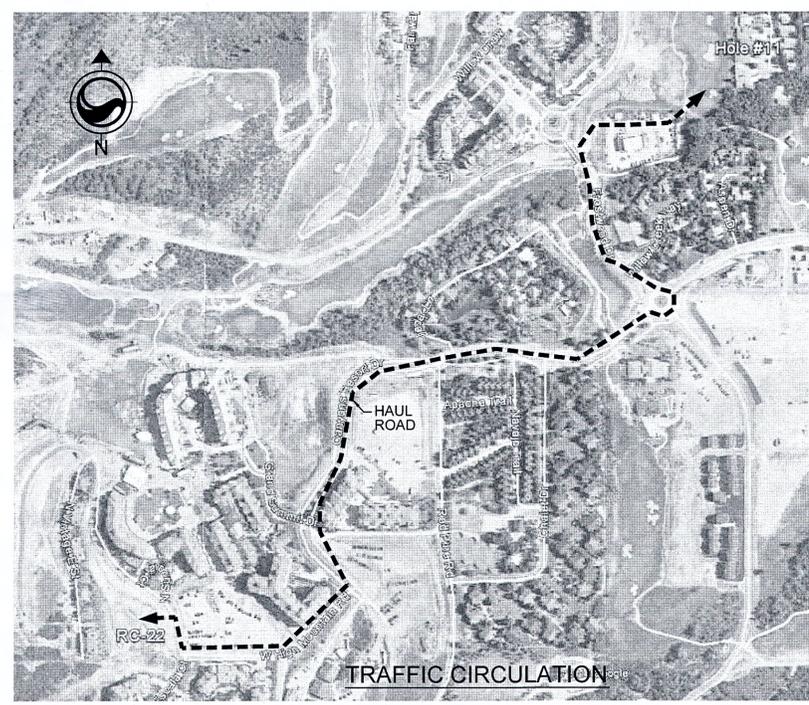


3003 Larimer Street  
Denver, Colorado 80205  
phone 303.861.5704  
www.ozarch.com

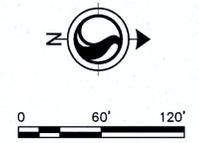


**Stantec**  
Stantec Consulting  
Suite 300, 3995 South 700 East  
Salt Lake City UT U.S.A.  
84107  
Tel. 801.261.0090  
Fax. 801.266.1671  
www.stantec.com

**lift**  
2431 HIGH MOUNTAIN ROAD  
PARK CITY, UTAH 84098



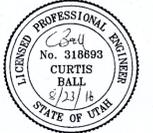
**EARTHWORK VOLUMES**  
Area 2D: 41813 SF  
Cut: 18175 CY  
Fill: 0 CY  
Volume Total: 18175 CY (CUT)



**LEGEND**

	EXISTING CONTOUR
	PROPOSED CONTOUR
	LIMITS OF DISTURBANCE
	SILT FENCE
	INLET PROTECTION
	STABILIZED CONSTRUCTION ENTRANCE
	DIRECTION OF FLOW
	FILL AREA

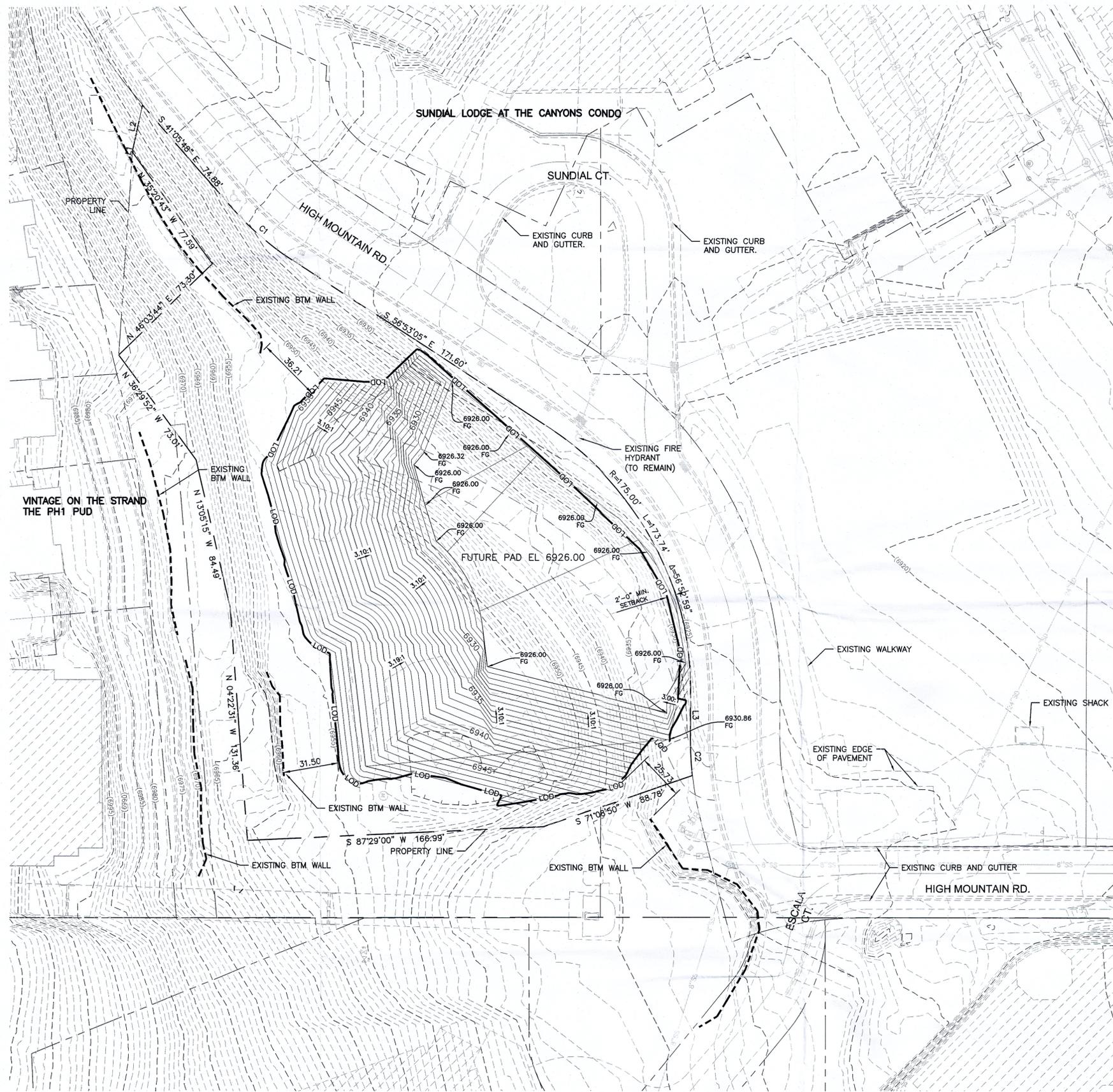
PROJ. NO. 205303167  
DRAWN: FT  
CHECKED: SB  
APPROVED: CB  
DATE: 2016/08/24



ISSUED FOR:  
SUMMIT COUNTY REVIEW

SHEET TITLE:  
EROSION CONTROL PLAN

SCALE:  
SHEET NUMBER  
**CG-102**



**NOTES:**

1. ALL DISTURBED AREA WITHIN THE LOD AS SHOWN ON THIS PLAN TO BE REVEGETATED (HYDROSEED) WITH THE CANYONS NATIVE GRASS MIXTURE, AS SPECIFIED BELOW.
2. WORK IS NOT RELATED TO "LIFT", THE CONDO DEVELOPMENT CURRENTLY BEING PLANNED FOR RC-22.

**CANYONS NATIVE GRASS MIXTURE**

	% pure
Slender Wheatgrass	23.88%
Perennial Ryegrass	23.40%
Western Wheatgrass	20.97%
Sheepfescue	9.48%
Lewis Blue Flax	8.00%
California Poppy	7.52%
Bluebunch Wheatgrass	3.35%
Other Crop	0.01%
Wet Matter	3.07%
Weed Seed	0.33%

Slope Mix = 1.25 Acres/Bag

SEED MIX FROM GRANITE SEED COMPANY  
1697 W. 2100 N.  
LEHI, UT 84043  
801.768.4422

SEED MIX NO: 105944

**NOTES:**

1. RE-VEGETATION OF NON-IRRIGATED AREAS IS REQUIRED ON OR AFTER OCTOBER 1 (WEATHER DEPENDENT), BUT BEFORE SNOW ACCUMULATES.
2. GRADE AND SHAPE THE AREA TO BE SEED SO THAT IT WILL DRAIN PROPERLY AND ACCOMMODATE SEEDING EQUIPMENT.
3. THE SUBSOIL (FILL SLOPE) SHOULD BE SERRATED TO PROVIDE AN INTERFACE BETWEEN MATERIALS.
4. SPREAD 4" MINIMUM OF TOPSOIL BEFORE SEEDING.
5. TOPSOIL SURFACE TO PROVIDE FOR SEED RETENTION AND GERMINATION.
6. SEED TO BE HAND SPREAD AT THE RATE OF 1.25 ACRES / BAG.
7. COVER SEED AREA WITH HAND SPREAD STRAW AT AN APPROXIMATE RATE OF 400 SF / STRAW BALE.
8. REPLACE SEED ON ANY BARE AREAS, OR ANY AREA SHOWING SIGNS OF EROSION AS NECESSARY.

**RE-VEGETATION SPECIFICATIONS**



3003 Larimer Street  
Denver, Colorado 80205  
phone 303.861.5704  
www.ozarch.com



**Stantec**  
Stantec Consulting  
Suite 300, 3995 South 700 East  
Salt Lake City UT U.S.A.  
84107  
Tel. 801.261.0090  
Fax. 801.266.1671  
www.stantec.com

**lift**  
HIGH MOUNTAIN ROAD  
ARK CITY, UTAH 84098

**GRADING PERMIT PLAN NOTES:**

THE ENGINEERING DEPARTMENT CAN ISSUE A GRADING PERMIT; HOWEVER, THIS DOES NOT GIVE APPROVAL OF THE HOME SITE LOCATION, NOR DOES THE GRADING PERMIT GIVE APPROVAL FOR GRADING OF A PROPOSED HOME SITE.

THERE MAY BE ADDITIONAL GRADING REQUIREMENTS AND ADDITIONAL GRADING OPERATIONS TO BE PERFORMED UPON APPROVAL OF A FUTURE HOME SITE FOR THIS PARCEL.

ALL DRIVEWAY ORDINANCE (31.2) REQUIREMENTS MUST BE MET FOR USE AS ACCESS FOR ANY RESIDENTIAL OR COMMERCIAL PURPOSES.

ALL NOTES AND CALLOUTS THAT PERTAIN TO STRIPPING EXISTING MATERIALS, IMPORTING MATERIAL, STOCKPILING ON-SITE, AND/OR EXPORTING OF MATERIAL FROM THE SITE NEED TO FOLLOW THE GUIDELINES SET FORTH IN THE NOODUS WEED PLAN THAT IS OBTAINED FROM DAVE BINGHAM SUMMIT COUNTY WEED DEPARTMENT SUPERVISOR. IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO DISCUSS WITH DAVE HOW THEY WOULD LIKE TO STOCKPILE MATERIAL AND OBTAIN PERMISSION IF IT IS NOT STATED IN THE NOODUS WEED PLAN THEN NO INFERRED PERMISSION IS GRANTED.

Applicant/Owner: *83*

Date: *8/26/16*

County Engineer: *Miss Kenner*

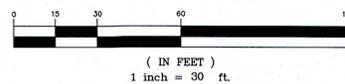
Date: *8-26-16*

Summit County Engineering  
**APPROVED**

Approved By: *ME*  
Approved Date: *8-26-16*

EARTHWORK VOLUMES  
Area 2D: 41813 SF  
Cut: 18175 CY  
Fill: 0 CY  
Volume Total: 18175 CY (CUT)

**GRAPHIC SCALE**



ISSUED FOR:  
SUMMIT COUNTY REVIEW

SHEET TITLE:  
BUILDING PAD GRADING  
PLAN

SCALE:  
SHEET NUMBER

**CG-100**

**ORDINANCE NO. 315-C**

**AN ORDINANCE CONCERNING EXCAVATION, GRADING AND PLACEMENT OF FILL MATERIAL ON PRIVATE PROPERTY IN ORDER TO SAFEGUARD LIFE, LIMB, PROPERTY AND PUBLIC WELFARE, PROVIDING PENALTIES FOR VIOLATIONS AND AMENDING SUMMIT COUNTY CODE, TITLE 7, CHAPTER 2.**

WHEREAS, SUMMIT COUNTY ADOPTED THE REVISED SUMMIT COUNTY CODE ON DECEMBER 17, 2008 WITH AN EFFECTIVE DATE OF JANUARY 1, 2009; AND,

WHEREAS, THE SUMMIT COUNTY ENGINEER'S OFFICE HAS BEEN ADMINISTERING THE PERMITTING UNDER THE SUMMIT COUNTY CODE; AND,

WHEREAS, THE SUMMIT COUNTY CODE, TITLE 7, CHAPTER 2 IS INCONSISTANT WITH OTHER SECTIONS OF THE CODE ADMINISTERED BY THE SUMMIT COUNTY ENGINEER'S OFFICE; AND,

WHEREAS, THE SUMMIT COUNTY CODE, TITLE 7, CHAPTER 2 HAS SOME INCONSISTENCIES WITH TITLE 10 AND TITLE 11 OF THE CODE; AND,

WHEREAS, IT IS IN THE BEST INTEREST OF SUMMIT COUNTY AND THE HEALTH, SAFETY, AND GENERAL WELFARE OF ITS CITIZENS TO ADOPT THIS ORDINANCE AMENDING THE SUMMIT COUNTY CODE, TITLE 7, CHAPTER 2,

BE IT ORDAINED BY THE COUNTY COUNCIL OF SUMMIT COUNTY, STATE OF UTAH, AS FOLLOWS:

7-2-1: Permit Required for Excavating, Grading and Placement of Fill.

- A. It shall be unlawful for any person, firm, public utility or corporation to place, make, enlarge or change any excavation, re-grade existing contours or place fill on private property without complying with the provisions of this Ordinance and obtaining a permit as provided for herein.
- B. It shall be unlawful, and punishable as provided for herein, to make any excavation or to place any fill on private property not described in the approved permit application or which exceeds in size the dimensions or which does not conform to the conditions described in said application.
- C. Whenever the County Engineer determines that any existing excavation, embankment or fill on private property has become a hazard to life and limb, or endangers property, or adversely affects the safety, use or stability of a public way or drainage channel, the owner of the property upon which the excavation or fill is located, or other person or agent in control of said property, upon receipt of notice in writing from the County Engineer, shall within the period specified therein repair or eliminate such excavation or embankment so as to eliminate the hazard and be in conformance with the requirements of this Ordinance.

### 7-2-2: Emergency Conditions

Emergency excavations, grading, or placement of fill may be made without prior Permit approval if the reason for the excavation or grading or placement fill is to prevent loss of life or damage to property which appears to be imminent if the action is delayed by waiting to secure said permits. In such emergency situations, those making the excavation, grading or placement of fill MUST contact the County Engineer's Office at the earliest possible time, but in no case later than the first working day following the emergency work in order to secure a formal permit. None of the provisions of these specifications are waived for emergency situations except for the prior permit requirement.

### 7-2-3: Applications

Applications shall be made by the owner of the property, their agents or assigns, on which the work is being done. Applications for all permits shall be made to the County Engineer's Office on forms provided and shall:

1. Describe the excavation, grading, or placement of fill
2. Site Plan of the intended excavation, fill and/or grading
3. Site Plan containing pertinent dimensions thereof
4. The Purpose thereof

List the person, firm, public utility, or corporation doing the actual work and the name of the person, firm, public utility, or corporation for whom or by which the work is being done.

The application shall contain an agreement that the applicant will comply with all ordinance and laws of Summit County and the State of Utah relating to the work to be done. The application shall also provide for an agreement that the applicant shall indemnify the County for any loss, liability, or damage that may result from or because of the making, placement, existence or manner of guarding or constructing any such excavation, grading, or placement of fill.

No Application shall be accepted when the intended work is for, or includes the excavation or construction of a footing or foundation for a structure regulated by the Summit County Building Department, or for underground utilities requiring a Low Impact Permit from the Summit County Community Development Department.

### 7-2-4: Permits

All permits issued pursuant to this ordinance shall be valid for a period of 180 days. A copy of the permit issued shall be posted on the property in a location that is visible from the adjacent street and be available at all times when work is under way.

### 7-2-5: Exemptions

The following activities are exempt from obtaining a Permit and from the requirements of this Ordinance:

- A. Actions by a public agency or utility, the County or other governmental agency to remove or alleviate an emergency condition, restore utility service, or reopen a public thoroughfare to traffic.

- B. Action by any person when the County determines, and documents in writing, that the actions are necessary to remove or alleviate an emergency conditions, restore utility service, or reopen a public thoroughfare to traffic.
- C. Bona fide agricultural and farming operations which constitute the principle use of any parcel or tract of land located in the County and which meet the requirements of the zoning for that portion of the County in which the operation is located.

#### 7-2-6: Fees

A review fee, in the current amount as set by resolution of County Council, shall accompany each application for a permit. Fees must accompany the application.

#### 7-2-7: Completion Bond

Applicants shall file a completion bond with the County Engineer in the amount as set by resolution of the County Council at the time the permit is approved. This may be cash, a letter of credit from an F.D.I.C. Insured Financial Institution, or a corporate surety bond. The bond shall be valid until all work shown in the permit is completed to guarantee that the conditions of any permit, together with any restoration work, are completed properly. The bond will be released upon recommendation of the County Engineer.

#### 7-2-8: Supervision and Inspection

The County Engineer shall from time to time inspect, all work done pursuant to permits to insure the enforcement of the provisions of this title. Notification shall be given to the County Engineer at least 24 hours prior to the commencement of any work. The Completion Bond shall not be released without an inspection made to determine satisfaction of all applicable provisions of this Ordinance.

#### 7-2-9: Appeals

An applicant whose application has been denied or approved with conditions, may appeal the denied or imposed conditions to the County Council. A notice of appeal must be filed with the office of the County Engineer's Office within 10 days of the denial or imposition of conditions of the permit. The notice of appeal shall contain the following information:

- A. An application containing the applicants name, address and daytime telephone number,
- B. A statement describing the basis for the appeal; and
- C. The relief sought by the applicant.

The appeal shall be scheduled on the next available Council meeting.

#### 7-2-10. Failure to Comply

In the event of failure on the part of any person, firm, public utility, or corporation to comply fully with the provisions of this ordinance, law enforcement authorities of Summit County are authorized to:

- A. Initiate criminal action by citation or information under Section 10 of this ordinance and/or proceed to forfeit bond, or
- B. Proceed to forfeit bond; or
- C. Give written notice to such person, firm, public utility, or corporation to restore the property to its original condition. Such notice may be served either by personal service or by mailing the notice to the person, firm, public utility, or corporation by certified mail and posting a copy thereof on such installation for a period for 10 days. If the restoration work is not implemented or restored within 10 days after the notice is complete, said authorities may implement the restoration at the expense of the person, firm, or corporation and recover costs and expenses, and also the sum of \$100.00 for each day the property is not restored after notice was complete, in an action for that purpose; or,
- D. If such person, firm, public utility, or corporation refuses to restore the property, said authorities may bring an action to abate the same as a nuisance, and if judgment is recovered by said authorities, there shall also be recovered, in addition to having the same abated, the cost of action and the sum of \$100.00 for every day such nuisance remained after notice was given for its implementation in the manner provided in Subsection (2) of this Section. (UCA 27-12-135).

7-2-11. Penalty

- A. Any person who violates the provisions of this ordinance is guilty of a Class “C” Misdemeanor, punishable by a fine not to exceed seven hundred and fifty dollars (\$750.00) per day, or a jail term of up to ninety (90) days, or by both such fine and jail term.
- B. Violators of this ordinance are also subject to any penalties that may be imposed by the State of Utah, or the Federal Government.
- C. In addition to any criminal fines and/or penalties which may be assessed for a violation of this ordinance, the County shall have the right to issue a Stop Work Order on the entire construction site, and/or take measures to restore the property to its original condition and to implement any measures necessary to bring the property into compliance with all Local, State or Federal requirements required by this Ordinance. The County shall have the right to have such work completed and/or maintained by County Personnel or to hire a private contractor to perform such work at the expense of the permittee, property owner, developer or contractor responsible for such violation. The County may assess said expenses against the bond posted by the permittee or to lien the property for such expenses.
- D. It is unlawful for any person, firm, public utility, public agency, or corporation to continue any further work on the construction site after a Stop Work Order has been issued. A violation of a Stop Work Order is punishable as a Class C Misdemeanor.
- E. The County may also pursue civil remedies for a violation of this ordinance.

7-2-12. Specific Requirements

Specific standards and requirements for the enforcement of this ordinance are attached as Appendix "A" which are made a part of this ordinance by reference.

7-2-13. Severability

Should any section, paragraph, sentence, clause, or phase of this ordinance be declared unconstitutional or invalid for any reason, the remainder of said ordinance shall not be affected thereby.

7-2-14. Effective Date

This ordinance shall become effective after publication of such in accordance with applicable State Law.

**PASSED AND ADOPTED** by the County Council of Summit County, Utah, this day of \_\_\_\_\_, 2009.

**SUMMIT COUNTY COUNCIL**

\_\_\_\_\_  
John Hanrahan M.D., Chair

ATTEST:

\_\_\_\_\_  
KENT JONES  
Summit County Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
David Thomas  
Chief Deputy Summit County Attorney

COUNCIL VOTED:

HANRAHAN \_\_\_\_\_ (AYE OR NAY)  
McMULLIN \_\_\_\_\_ (AYE OR NAY)  
ELLIOT \_\_\_\_\_ (AYE OR NAY)  
ROBINSON \_\_\_\_\_ (AYE OR NAY)  
URE \_\_\_\_\_ (AYE OR NAY)

## **APPENDIX A**

### **EXCAVATION, GRADING, AND PLACEMENT OF FILL MATERIAL**

#### Section 1. General

The purpose of this appendix is to safeguard life, limb, property and the public welfare by regulating Grading on private property.

This appendix sets forth rules and regulations to control Excavation, Grading and earthwork construction, including Fills and embankments; establishes the administrative procedure for issuance of permits; and provides for Approval of plans and inspection of Grading construction.

The standards listed below are guideline standards and are adopted as part of this code.

1. Testing:
  - A. ASTM D 1557, Moisture-density Relations of Soils and Soil Aggregate Mixtures.
  - B. ASTM D 1556, In Place Density of Soils by the Sand-Cone Method
  - C. ASTM D 2167, In Place of Soils by the Rubber-Balloon Method
  - D. ASTM D 2937, In Place Density of Soils by the Drive-Cylinder Method
  - E. ASTM D 2922 and D 3017, In Place Moisture Contact and Density of Soils by Nuclear Methods

2. Definitions:

For the purpose of this appendix, the definitions listed hereunder shall be construed as specified in this section:

**APPROVAL** shall mean the proposed work or completed work conforms to this chapter in the opinion of the County Engineer.

**AS-GRADED** is the extent of surface condition on completion of Grading.

**BEDROCK** is in-place solid rock.

**BENCH** is a relatively level step excavated into Earth Material on which Fill is to be placed.

**BORROW** is Earth Material acquired from an off-site location for use in Grading on a Site.

**CIVIL ENGINEER** is a professional engineer registered in the State of Utah to practice in the field of civil works.

**CIVIL ENGINEERING** is the application of the knowledge of the forces of nature, principle of mechanics and the properties of materials to the evaluation, design and construction of civil works.

**COMPACTION** is the densification of a Fill by mechanical means.

CUT is the Excavation of Earth Material by artificial means.

DEVELOPMENT CODE is the Eastern Summit County Development Code and the Snyderville Basin Development Code.

DEVELOPMENT PERMIT is a Permit required by the Development Code.

EARTH MATERIAL is any rock, natural soil or Fill or any combination thereof.

ENGINEERING GEOLOGIST is a geologist experienced and knowledgeable in the Engineering Geology.

ENGINEERING GEOLOGY is the application of geologic knowledge and principles in the investigation and evaluation of naturally occurring rock and soil for use in the design of civil work.

EROSION is the wearing away of the ground surface as a result of the movement of wind, water or ice.

EXCAVATION is the mechanical removal of Earth Material.

FILL is a deposit of Earth Material placed by artificial means.

GEOTECHNICAL ENGINEER See “Soils Engineer.”

GRADE is the vertical location of the ground surface of the Site/property.

ENGINEERED GRADING is Excavation, Fill or Grading whose combined volume is in excess of 5,000 cubic yards.

EXISTING GRADE is the Grade of the Site/property prior to Grading.

ROUGH GRADE is the stage at which the Grade approximately conforms to the approved plan.

FINISH GRADE is the final Grade which conforms to the approved plan.

GEOLOGICAL HAZARD AREA is an area of land which may include seismic hazard areas, Erosion hazard areas, landslide hazard areas (including steep slopes), and mine hazard areas.

GRADING is any excavating, Filling or combination thereof which changes the natural or existing ground surface.

KEY is a designed compacted Fill placed in a trench excavated in Earth Material beneath the toe of a proposed Fill slope.

LANDSCAPE GRADING is the altering of existing contours of the ground to improve the appearance of an area of land.

PROFESSIONAL INSPECTION is the inspection required by this ordinance to be performed by the Civil Engineer, Soils Engineer or Engineering Geologist. Such inspections include that performed by persons supervised by such engineers or geologists and shall be sufficient to form an opinion relating to the conduct of the work.

REGULAR GRADING is Excavation, Fill or Grading whose combined volume is less than 5,000 cubic yards.

SITE is any lot or parcel of land or contiguous combination thereof, under the same ownership, where Grading is performed or permitted.

SITE PLAN is a scaled drawing that depicts the property boundaries, existing and future condition of the parcel or property, including but not limited to, topography, drainage, floodplains, wetlands, waterways, roads or accesses, and structures.

SLOPE is an inclined ground surface. The inclination of which is expressed as a ratio of horizontal distance to vertical distance.

SOIL is naturally occurring superficial deposits overlaying Bedrock.

SOILS ENGINEER (GEOTECHNICAL ENGINEER) is an engineer experienced and knowledgeable in the practice of Soils Engineering (geotechnical) engineering.

SOILS ENGINEERING (GEOTECHNICAL ENGINEERING) is the application of the principles of soils mechanics in the investigation, evaluation and design of civil works involving the use of Earth Materials and the inspection or testing of the construction thereof.

TERRACE is a relatively level step constructed in the face of a Graded slope surface for drainage and maintenance purposes.

WORK is the Excavation, Grading or placement of Fill material which is being regulated by this ordinance.

Section 2. Work Exempt from Obtaining a Permit under this Ordinance

A Grading Permit is not required for the following (Note: The applicable sections of this appendix still apply to the Work being performed):

1. When approved by the County Engineer, minor Grading in an isolated, self-contained area if there is no danger to private or public property and when the Grading activity is not regulated by the Development Code.
2. An Excavation below finished Grade for basements and footings of a building, retaining wall or other structure authorized by a valid building permit.
3. Cemetery graves.
4. Refuse disposal sites controlled by other regulations.
5. Excavations for wells, or utility line to serve existing or approved developments.
6. Projects that have been issued a valid Development Permit, including, but not limited to, Building Permits, Low Impact Permits, and Conditional Use Permits.
7. Mining, quarrying, excavating, processing, stockpiling of rock, sand, gravel, aggregate or clay where established and provided for by law, provided such operations do not affect the lateral support or increase the stresses in or pressure upon any adjacent or contiguous property, and are approved by a valid permit from the Summit County Community Development Department or the State of Utah, Oil Gas and Mining.
8. Work associated with Landscape Grading of private property having had a valid building permit and for which a Certificate of Occupancy was previously issued by the Building Department, which does not exceed the following limits:
  - (a) Construction of Berms which are outside a County Road Right-of-Way and whose maximum height does not exceed 4 6 feet, and/or
  - (b) Work on terrain having slopes less than 30%, and/or
  - (c) Work does not obstruct or alter a drainage course, and/or
  - (d) Work is outside areas which may be classified as wetlands by the U.S. Army Corps of Engineers, and/or.
  - (e) Work within the limits specified in Table 1 below.

TABLE 1

Category of Work	Parcels Less than ½ Acre	Parcels Between ½ and 1 Acres	Parcels greater than 1 Acres
On-Site Excavation	500 Cu Yds	750 Cu Yds	1000 Cu Yds
Imported Fill	100 Cu Yds	250 Cu Yds	500 Cu Yds
Maximum Area of Disturbance	0.5 Acre	1 Acre	1 Acre

9. Work on undeveloped parcels which does not exceeding the following limits:
  - (a) Construction of Berms which are outside a County Road Right-of-Way and whose maximum height does not exceed 6 feet, and/or
  - (b) Work on terrain having slopes less than 30%, and/or
  - (c) Work does not obstruct or alter a drainage course, and/or
  - (d) Work is outside areas which may be classified as wetlands by the U.S. Army Corps of Engineers, and/or.
  - (e) Work within the limits specified in Table 1 above.
  
10. Surface Grading of existing gravel or dirt roads which does not increase the existing surface width nor increase the existing length.

Exemption from the requirement to obtain a Grading permit shall not be deemed to grant authorization for any work to be done in any manner in violation of the provisions of this ordinance or any other laws or ordinances of this jurisdiction.

Section 3. Grading Permit Requirements

1. **Permits Required.** Except as exempted in Section 2 of this appendix, no person shall do any Excavation, Grading or placement of Fill material without first obtaining a Grading Permit from the County Engineer’s office. A separate permit shall be obtained for each Site, and may cover Excavations, Grading and Fills.
  
2. **Grading Designation.** Grading in excess of 5,000 cubic yards shall be performed in accordance with the approved Grading plan prepared by a Civil Engineer, and shall be designated as “Engineered Grading.” Grading involving less than 5,000 cubic yards shall be designated “Regular Grading” unless the permittee chooses to have the Grading performed as Engineered Grading, or the County Engineer determines that special condition or unusual hazards exist, in which case Grading shall conform to the requirements for Engineered Grading.
  
3. **Regular Grading Requirements.** Each application for a Grading permit shall be accompanied by a plan in sufficient clarity to indicate the nature and extent of the work. The plans shall give the location of the work, the name of the owner and the name of the person who prepared the plan. The plan shall include the following information:

- (a) General vicinity of the proposed Site.
- (b) Limiting dimensions and depth of cut and Fill.
- (c) Location of any buildings or structures where work is to be performed and the location of any buildings or structures within 15 feet of the proposed Grading.
- (d) Property Limits.
- (e) Location of all drainages and any drainage devices.
- (f) Erosion control plan and revegetation plan (See applicable sections of the Summit County Code).
- (g) When the application is for the construction of a driveway in advance of receiving a Building Permit, the Site plan shall conform to the requirements currently set forth by policy.
- (h) When the application is for work that may alter a potential building Site, the Site Plan shall conform to the requirements currently set forth by policy.

The County Engineer may require that Grading operations and project designs be modified if delays occur which incur weather-generated problems not considered at the time the permit was issued.

4. Engineered Grading Requirements. Application for an “Engineered Grading Permit” shall be accompanied by three sets of plans and specifications, and any other supporting data consisting of, but not limited to, a Soils Engineering report and/or Engineering Geology report if the Work is located within a known Geologic Hazard Area. The plans and specifications shall be prepared and signed by an individual licensed by the State of Utah to prepare such plans or specifications.

Specifications shall contain information covering construction and material requirements.

Plans shall be drawn to scale upon substantial paper or Mylar and shall be of sufficient clarity to indicate the nature and extent of the work proposed and show in detail that they will conform to the provisions of this ordinance and all relevant laws, ordinances, rules, and regulations. The first sheet of each set of plans shall give location of work, the name and address of the owner and the person by whom they were prepared.

The plans shall include the following information:

- (a) General vicinity of the proposed Site.
- (b) Property limits and accurate contours, at 2 foot intervals, of existing ground and details of terrain and area drainage.

- (c) Limiting dimensions, elevations or finish contours, at 2 foot intervals, to be achieved by the Grading, and proposed drainage channels and related construction.
  - (d) Detailed plans of all surface and subsurface drainage devices, walls, cribbing, dams and other protective devices to be constructed with, or as part of, the proposed work together with a map showing the drainage area and the estimated run-off of the area served by any drains.
  - (e) Location of any buildings or structures on the property where the work is to be performed and the location of any buildings or structures on land of adjacent owners which are within 15 feet of the property or which may be affected by the proposed Grading operations.
  - (f) Recommendations included in the Soils Engineering report, and when the Work is located within a know Geological Hazard Area, the Engineering Geology report, shall be incorporated in the Grading plans or specifications. When approved by the County Engineer, specific recommendations contained in the Soils Engineering Report and the Engineering Geology Report which is applicable to Grading may be included by reference.
  - (g) The dates of the Soils Engineering Report and if required, the Engineering Geology Reports, together with the names, addresses and phone numbers of the firms or individuals who prepared the reports.
  - (h) Erosion control plan and revegetation plan. (See applicable sections of the Summit County Code)
5. Soils Engineering Report. The Soils Engineering Report required by Subsection 4 shall include data regarding the nature, distribution and strength of existing soils, conclusions and recommendations for Grading procedures and design criteria for corrective measures, including buttress Fills, when necessary, and opinion on adequacy for the intended use of Sites to be developed by the proposed Grading as affected by Soils Engineering factors, including the stability of slopes.
6. Engineering Geology Report. The Engineering Geology Report if required by Subsection 4 shall include an adequate description of the geology of the Site, conclusions and recommendations regarding the effect of geologic conditions on the proposed development, and opinion on the adequacy for the intended use of Sites to be developed by the proposed Grading, as affected by geologic factors.
7. When the application is for the construction of a driveway in advance of receiving a Building Permit, the site plan shall conform to the requirements currently set forth by policy.

8. When the application is for work that may alter a potential building Site, the Site Plan shall conform to the requirements currently set forth by policy.

Section 4. Permits Issuance

1. Issuance. The application, plans, specifications, and other data Filled by an applicant for a permit shall be reviewed by the County Engineer and Department of Community Development. Such plans may be reviewed by other departments of this jurisdiction to verify compliance with any applicable laws under their jurisdiction. If the County Engineer and other reviewing departments finds that the work described in an application for a permit and the plans, specifications and other data filed there with conform to the requirements of this ordinance and other pertinent laws and ordinances, and that the fees specified in Section 7-2-5 have been paid and the Completion Bonds specified in Section 7-2-7, the County Engineer shall issue a permit therefore to the applicant.

When the County Engineer issues the permit where plans are required, the County Engineer shall endorse in writing or stamp the plans and specifications APPROVED. Such Approved plans and specifications shall not be changed, modified or altered without authorizations from the County Engineer and all work regulated by this ordinance shall be done in accordance with the approved plans.

2. Retention of Plans. One set approved plans, specification and computations shall be retained by the County Engineer for a period of not less than 360 days from date of completion of the work covered therein; and one set of approved plans and specifications shall be returned to the applicant, and said set shall be kept on the Site of the work at all times during which the work authorized thereby is in progress.
3. Validity of Permit. The issuance or granting of a permit or Approval of plans, and specifications shall not be construed to be a permit for, or an Approval of, any violation of any of the provisions of this ordinance or of any other ordinance of the jurisdiction. Permits presuming to give authority to violator cancel the provisions of this ordinance or other ordinances of the jurisdiction shall not be valid.

The issuance of a permit based on plans, specifications and other data shall not prevent the County Engineer from thereafter requiring the correction of errors in said plans, specifications and other data, or from preventing operations being carried on there under when in violation of this ordinance or of any other ordinances of this jurisdiction.

4. Expiration. Every permit issued by the County Engineer under the provision of this ordinance shall expire by limitation and become null and void if the work authorized by such permit is not commenced within 180 days from the date of such permit, or if the work authorized by such permit is suspended or abandoned

at any time after the work is commenced for a period of 180 days. Before such work can be recommenced, a new permit shall be first obtained to do so, and the fee therefore shall be one half the amount required for a new permit for such work, provided no changes have been made or will be made in the original plans and specifications for such work and provided further that such suspension or abandonment has not exceeded one year. In order to renew action on a permit after expiration, the permittee shall pay a new full permit fee.

Any permittee holding an unexpired permit may apply for an extension of the time within which work may commence under that permit when the permittee is unable to commence work within the time required by this section for good and satisfactory reasons. The County Engineer may extend the time for action by the permittee for a period not exceeding 180 days on written request by the permittee showing that circumstances beyond the control of the permittee have prevented action from being taken. No permit shall be extended more than once.

5. Suspension or Revocation. The County Engineer may, in writing, suspend or revoke a permit issued under the provisions of this ordinance whenever the permit is issued in error or on the basis of incorrect information supplied, or in violation of any ordinance or regulation or any of the provisions of this ordinance.

#### Section 5. Cuts

1. General. Unless otherwise recommended in the approved Soils Engineering or Engineering Geology report, cuts shall conform to the provisions of this section. In the absence of an approved Soils Engineering report, these provisions may be waived by the County Engineer for minor cuts not intended to support structures.
2. Slope. The slope of cut surfaces shall be no steeper than is safe for the intended use and shall be no steeper than 2 horizontal to 1 vertical (2:1) unless the permittee furnishes a Soils Engineering or an Engineering Geology report, or both, stating that the Site has been investigated and giving an opinion that a cut at a steeper slope will be stable and not create a hazard to public or private property.

#### Section 6. Fills

1. General. Unless otherwise recommended in the approved Soils Engineering report, Fills shall conform to the provisions of this section. In the absence of an approved Soils Engineering report, these provisions may be waived by the County Engineer for minor Fills not intended to support structures.
2. Preparation of Ground. Fill slopes shall not be constructed on natural slopes steeper than 2:1. When required by the County Engineer, or by, a Soils Engineering or if required, an Engineering Geology report, the ground surface shall be prepared to receive Fill by removing vegetation, non-complying Fill, topsoil and other unsuitable materials, scarifying to provide a bond with the new

Fill and, where slopes are steeper than 5:1 and the height is greater than 5 feet, by Benching into sound Bedrock or other competent material as determined by the Soils Engineer. The Bench under the toe of a Fill on a slope steeper than 5:1 shall be at least 10 feet wide. The area beyond the toe of Fill shall be sloped for sheet overflow or an armored drain shall be provided. When Fill is to be placed over a cut, the Bench under the toe of Fill shall be at least 10 feet wide but the cut shall be made before placing the Fill and acceptance by the Soils Engineer or if required, Engineering Geologist or both as a suitable foundation for Fill.

3. Fill Material. Detrimental amounts of organic material shall not be permitted in Fills. Contaminated soils and tailings shall not be permitted in Fills unless a permit is approved by the Utah Department of Environmental Quality. Except as permitted by the County Engineer, no rock or similar irreducible material with a maximum dimension greater than 12 inches shall be buried or placed in Fills.

EXCEPTION: The County Engineer may permit placement of larger rock when the Soils Engineer properly devises a method of placement, and continuously inspects its placement and approves the Fill stability. The following conditions shall also apply:

- (a) Prior to issuance of the Grading permit, potential rock disposal areas shall be delineated on the Grading plan.
  - (b) Rocks shall be placed so as to assure Filling of all voids with well-graded soil.
4. Compaction. Except when associated with Landscape Grading or berms, all Fills shall be compacted to a minimum of 92 percent of maximum density, or as recommended in a Soils Engineering or if required, an Engineering Geology report, in lifts suitable for the type of Compaction equipment being used, but shall not exceed 18 inches.
  5. Slope. The slope of Fill surfaces shall be no steeper than is safe for the intended use. Fill slopes shall be no steeper than 2 horizontal to 1 vertical (2:1) unless otherwise recommended in a Soils Engineering or an Engineering Geology report.

## Section 7. Setbacks

1. General. Cut and Fill slopes shall be setback from property boundaries in accordance with this section. Setback dimensions shall be horizontal distances measured perpendicular to the property boundary. Setback dimensions shall be shown on the Grading plan.
2. Top of Cut Slope. The top of cut slopes shall not be made nearer to a property boundary line than one half ( $\frac{1}{2}$ ) of the vertical height of cut with a minimum setback of 2 feet and a maximum of 10 feet. The setback may need to be

increased for any required interceptor drains, or as recommended in a Soils Engineering report or if required, an Engineering Geology report.

3. Toe of Fill Slope. The toe of the Fill slope shall not be made nearer to the property boundary line than one half ( $\frac{1}{2}$ ) the height of the slope with a minimum setback of 2 feet and a maximum of 20 feet. Where a Fill slope is to be located near the property boundary and the adjacent property is developed, special precautions shall be incorporated in the work as the County Engineer deems necessary, or as recommended in a Soils Engineering report or if required, an Engineering Geology report, to protect the adjoining property from damage as a result of such Grading. These precautions may include but are not limited to:
  - (a) Additional setbacks
  - (b) Provisions for retaining or slough walls
  - (c) Mechanical or chemical treatment of the Fill slope surface to minimize Erosion.
  - (d) Provisions for the control of surface waters.
  - (e) Matching the Existing Grade of the adjoining property to minimize storm water runoff or other factors determined by the County Engineer.
4. Modification of Slope Location. The County Engineer may approve alternate setbacks. The County Engineer may require an investigation and recommendation by a qualified Civil Engineer, Soils Engineer or if required, an Engineering Geologist to demonstrate that the intent of this section has been satisfied.

#### Section 8. Drainage and Terracing

1. General - Unless otherwise indicated on the approved Grading plan, drainage facilities and terracing shall conform to the provisions of this section for cut or Fill slopes steeper than 3 horizontal to 1 vertical.
2. Terrace - Terraces at least 6 feet in width shall be established at not more than 30 foot vertical intervals on all cut or Fill slopes to control surface drainage and debris except that where only one terrace is required, it shall be at mid-height. For cut or Fill slopes greater than 60 feet and up to 120 feet in vertical height, one terrace at approximately mid-height shall be 12 feet in width. Terrace widths and spacing for cut and Fill slopes greater than 120 feet in height shall be designed by the Civil Engineer and approved by the county engineer. Suitable access shall be provided to permit proper cleaning and maintenance.

Swales or ditches on terraces shall have a minimum gradient of 5 percent and must be armored to prevent Erosion. They shall have a minimum depth at the deepest point of 1 foot and a minimum armored width of 5 feet.

A single run of swale or ditch shall not collect run-off from a tributary area exceeding 13,500 square feet (projected) without discharging into a down drain.

3. Subsurface Drainage - Cut and Fill slopes shall be provided with subsurface drainage as necessary for stability.
4. Disposal - All drainage facilities shall be designed to carry waters to the nearest practicable drainage way approved by the county engineer as a safe place to deposit such water. Erosion of ground in the area of discharge shall be prevented by installation of appropriate Erosion control devices.

Building pads shall have a minimum drainage gradient of 2 percent toward approved drainage facilities and away from structures.

5. Interceptor Drains - Armored interceptor drains shall be installed along the top of all cut slopes where the tributary drainage area above slopes toward the cut and has a drainage path greater than 40 feet measured horizontally, Interceptor drains shall be appropriately armored against Erosion. They shall have a minimum depth of 12 inches and a minimum width of 48 inches measured horizontally across the drain. The slope of drain shall be approved by the County Engineer.

#### Section 9. Erosion Control

1. Slopes - The faces of all cut and Fill slopes shall be prepared and maintained to control against Erosion. This control should consist of effective planting. The protection for the slopes shall be installed as soon as practicable and prior to calling for final Approval. Where cut slopes are not subject to Erosion due to the Erosion-resistant character of the materials, such protection may be omitted. All cut and Fill slopes with a gradient greater than 3 horizontal to 1 vertical shall have Erosion control blankets placed which stabilize and promote plantings. A revegetation plan shall accompany all applications. (See Summit County Ordinance 381-A, or as currently amended)

#### Section 10. Grading Inspection

1. General - Engineering Grading operations for which a permit is required shall be subject to inspection by the County Engineer. Professional Inspection is required for ~~of~~ Engineered Grading operations, and shall be provided by the Civil Engineer, Soils Engineer, and if required, the Engineering Geologist retained provided such services in accordance with Section 4. for Engineered Grading and as required by the County Engineer for regular Grading.
2. Civil Engineer - The Civil Engineer shall provide Professional Inspection within such engineer's area of technical specialty, which shall consist of observation and review as to the establishment of line, Grade and surface drainage of the development area. If revised plans are required during the course of the work they shall be prepared by the Civil Engineer.

3. Soils Engineer - The Soils Engineer shall provide Professional Inspection within such engineer's area of technical specialty, which shall include observation during Grading and testing for required Compaction. The Soils Engineer shall provide sufficient observation during the preparation of the natural ground and placement and Compaction of the Fill to verify that such work is being performed in accordance with the conditions of the approved plan and the appropriate requirements of this ordinance. Revised recommendations relating to conditions differing from the approved Soils Engineering and Engineering Geology reports shall be submitted to the permittee, the County Engineer and the Civil Engineer.
4. Engineering Geologist - The Engineering Geologist shall provide Professional Inspection within such engineer's area of technical specialty, which shall include Professional Inspection of the Bedrock Excavation to determine if the conditions encountered are in conformance with the approved report. Revised recommendations relating to conditions differing from the approved Engineering Geology report shall be submitted to the Soils Engineer
5. County Engineer - The County Engineer shall inspect the project at the various stages of work requiring Approval to determine that adequate control is being exercised by the professional consultants.
6. Notification of Noncompliance - If, in the course of fulfilling their respective duties under this chapter, the Civil Engineer, the Soils Engineer or the Engineering Geologist finds that the work is not being done in conformance with this ordinance or the approved Grading plans, the discrepancies shall be reported immediately in writing to the permittee and to the County Engineer.
7. Transfer of Responsibility - If the Civil Engineer, the Soils Engineer, or the Engineering Geologist of record is changed during Grading, the work shall be stopped until the replacement has agreed in writing to accept their responsibility within the area of technical competence for Approval upon completion of the work. It shall be the duty of the permittee to notify the County Engineer in writing of such change prior to the recommencement of such Grading.

Section 11. Completion of Work

1. Notification of Completion. The permittee shall notify the County Engineer when the Grading operation is ready for final inspection. Final Approval shall not be given until all work, including installation of all drainage facilities and their protective devices, and all Erosion control measures have been completed in accordance with the final approved Grading plan, and the required reports have been submitted.
2. Final Reports - For Engineered Grading, upon completion of the work the following reports, drawings and supplements thereto are required:

- (a) An as-built Grading plan prepared by the Civil Engineer, retained to provide such services in accordance with Section 10 (2), showing original ground surface elevations, As-Graded ground surface elevations, drainage patterns, and the locations and elevations of surface drainage facilities and of the outlets of subsurface drains. As-constructed locations, elevations and details of subsurface drains shall be shown as reported by the Soils Engineer.

Civil Engineers shall state that to the best of their knowledge the work within their area of responsibility was done in accordance with the final approved Grading plan.

- (b) A report prepared by the Soils Engineer retained to provide such services in accordance with Section 10 (3), including locations and elevations of field density tests, summaries of field and laboratory tests, other substantiating data, and comments on any changes made during Grading and their effect on the recommendations made in the approved Soils Engineering investigation report. The Soils Engineer shall submit a statement that, to the best of their knowledge, the work within their area of responsibilities is in accordance with the approved Soils Engineering report and applicable provisions of this ordinance.
- (c) A report prepared by the Engineering Geologist retained to provide such services in accordance with Section 10 (4), including a final description of the geology of the Site and any new information disclosed during the Grading plan. Engineering Geologists shall submit a statement that, to the best of their knowledge, the work within their area of responsibility is in accordance with the approved Engineering Geologist report and applicable provisions of the ordinance.
- (d) The Grading contractor shall submit in a form prescribed by the County Engineer a statement of conformance to said as-built plan and the specifications.

**BRUCE H. SHAPIRO, P.C.**

ATTORNEYS AT LAW

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SALT LAKE CITY, UT 84111

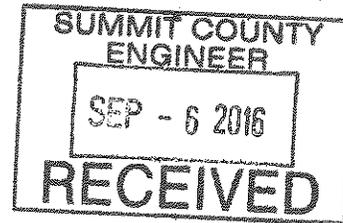
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VIA EMAIL AND REGULAR MAIL

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September 2, 2016

*RE: Objection and Appeal of The Canyons Golf Resort Hole 11 Redesign Approval*

Dear Mr. Putt and Horton,

My Firm represents the SunPeak Homeowners Association ("SunPeak") and has been asked to file this objection to and appeal of, The Canyons Golf Resort Hole 11 redesign ("Hole 11 Redesign") approval. Members of SunPeak are adjoining property owners to Hole 11 who will be directly and greatly impacted by the Hole 11 Redesign. SunPeak asserts that the Engineering Division approval of the Excavating, Grading and Placement of Fill Permit ("Grading Permit") for the Hole 11 Redesign is a violation of the Ordinances of Summit County including the Snyderville Basin Development Code ("Code"). SunPeak requests that either the Engineering Division or Planning Department stop the current construction pending this appeal of the current development or permit approval.

**BACKGROUND**

In August of 2013 SunPeak entered into an Easement Agreement with SPH21, LLC and The Canyons Golf Course, LLC (collectively "Grantee") to grant a Waterline Easement which addressed the relocation of a Golf Cart Path ("Easement Agreement"). A copy of the Easement Agreement is attached as Exhibit A. Pursuant to the terms of the Easement Agreement the Grantee agreed to relocate the Golf Cart Path away from the existing homes on Hole 11 as depicted in the golf course plan that existed on the date of the Easement Agreement. Hole 11 was completed to the satisfaction of SunPeak as was agreed to in the Easement Agreement. A Permit without the filing of a Development Application was issued by the Engineering Division to allow the redesign and reconstruction of Hole 11. Neither SunPeak nor the

# BRUCE H. SHAPIRO, P.C.

SunPeak Homeowners Association  
Page 2

adjoining Homeowners received notice of the application, the consideration or approval of the Hole 11 Redesign.

## ARGUMENT

The Hole 11 Redesign is an entire remodel of the existing fairway. The Hole 11 Redesign includes the construction of a detention structure, spillway and berm which constitutes a change in the existing use that requires a development application and permit not a Grading Permit. Section 10-11-1 of the Code defines Development or Development Activity as:

Any of the following activities requiring a permit pursuant to this title:

- A. Change in use.
- B. Construction, clearing, filling, excavating, grading, paving, dredging, mining, drilling or otherwise significantly disturbing the soil of a site.
- C. Building, installing, enlarging, replacing or substantially restoring a structure, impervious surface, or central water system and including the long term storage of materials.

Section 10-11-1 of the Code defines a Development Permit as:

Any approved building permit; conditional use permit; a specially planned area plan, final subdivision plat or other plat approval; final site plan; sign permit; or any other official action of the county or any state or local government commission, board, agency, department or official **having the effect of permitting the development of land** located within the geographic area subject to the provisions of this title.

Hole 11 as previously constructed did not contain a 12 foot berm, detention structure or spillway. The complete redesign of Hole 11 cannot be approved by the Engineering Division through a Grading Permit. The Code requires a development application and permit processed through the Planning Department and an opportunity for notice and a hearing on the change in use which constitutes a Development or Development Activity under the Code.

Further, the redesign of Hole 11 includes the placement of additional Structures on the property. Structures are defined under Section 10-11-1 of the Code as “[t]hat which is built or constructed, an edifice or building of any kind, installed on, above or below the surface of land or water. It is my understanding that Summit County has historically not limited the definition of Structures to buildings. The 12 foot berm, detention structure and spillway are additional structures which cannot be approved through a Grading Permit.

# BRUCE H. SHAPIRO, P.C.

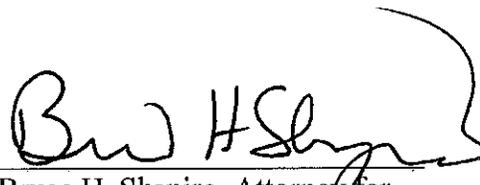
SunPeak Homeowners Association

Page 3

In addition, the berm exceeds the height permitted under the Code. A berm is defined under the Code as “a manmade mound of earth contoured so as to form a mound above the general elevation of the adjacent ground or surface and used to shield and buffer various land uses.” Under the Code, a berm is not allowed to exceed six feet. Specifically Section 10-4-20 E 2d of the Code states that “Berms shall only be provided to serve as a screen or buffer. Berms shall not exceed six feet (6') in height or thirty percent (30%) slope. Berms shall not obstruct the sightline from roads and pedestrian trails. Berms shall be designed with sufficient grade changes and plants to provide visual relief.” The allowance of a 12 foot berm violates the Code and should not be allowed.

## CONCLUSION

The current construction cannot be allowed to proceed under a permit approved by the Engineering Department. The Hole 11 Redesign requires a development application and a permit approved by the Planning Department not the Engineering Division. The Engineering Division does not have authority under the Code to approve a change in use, the addition of structures or the construction of a berm that exceeds Summit County's Height requirements. The Engineering Division does not have the authority to approve the development of a new Hole 11 which will dramatically and adversely impact adjoining property owners. SunPeak requests that Summit County stop the current construction on the property and require the developer to file a development application and proceed with the normal development approval process. To do otherwise would result in a violation of the Snyderville Basin Development Code.



Bruce H. Shapiro, Attorney for  
SunPeak Association

# **EXHIBIT A**

**ENTRY NO. 00992214**

03/28/2014 04:28:17 PM B: 2233 P: 1086

Easements PAGE 1/10

MARY ANN TRUSSELL, SUMMIT COUNTY RECORDER

FEE 29.00 BY SPH21 LLC



WHEN RECORDED, RETURN TO:

SPH21 LLC

c/o TCFC Finance Co LLC

1840 Sun Peak Dr., 2<sup>nd</sup> Flr. - P.O. Box 680033

Suite A201

Park City, UT 84098

Attn: Christie Babalis

**EASEMENT AGREEMENT  
(Waterline Easement)**

THIS EASEMENT AGREEMENT (this "Agreement") is executed as of August \_\_\_\_, 2013, by and between SunPeak Association a Utah non-profit corporation, doing business as Sunpeak Homeowners Association ("Grantor"), SPH21 LLC, a Delaware Limited Liability Company ("Grantee"), and The Canyons Golf Course LLC ("TCGC").

**RECITALS**

A. Grantor is the owner of a certain parcel of real property located in Summit County, Utah currently designated and described as Open Space (the "Open Space Parcel") as depicted on that certain Willow Draw Cottages at Sun Peak Plat F, on file as Entry No.468653 in the office of the Recorder for Summit County, Utah (the "Plat"), a photocopy of the relevant portion of which is attached hereto as **Exhibit "A"**.

B. Grantee is the owner of a water well, located within the Cable TV "Headend" Site that is partially surrounded by and included within the Open Space Parcel, all as depicted on the Plat. The Water Well will be benefitted by the easement described herein. The approximate location of the Water Well is described on Exhibit "C" attached hereto (the "Water Well").

C. TCGC is constructing a golf course and has agreed to relocate golf cart paths along the current fairway 11 as depicted in the golf course plan approved by Summit County as of the date of this Easement Agreement, so that no golf cart paths are located directly behind homes located in the Sun Peak Community for so long as the property that is currently fairway 11 is used for a golf course.

D. Upon the condition that the golf cart paths along the current fairway 11, as depicted in the golf course plan approved by Summit County as of the date of this Easement Agreement, are located on the side of the golf course farthest away from any home in the Sun Peak Community, Grantor has agreed to grant to Grantee an easement to construct an underground waterline through the Open Space Parcel at the location and on the terms and conditions set forth herein.

E. Grantor desires to grant to Grantee an easement on, over, across, under and through the Parcel at the location and on the terms and conditions set forth herein.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

1. **Grant of Easement.** Grantor hereby conveys, assigns, transfers and grants to Grantee a nonexclusive transferrable easement ("Easement") to construct, maintain and service an underground waterline through a specific portion of the Open Space Parcel, such portion being more particularly described on **Exhibit B** attached hereto and incorporated herein by this reference (the "Easement Area") located on such Grantor's Open Space Parcel, for the purpose of conveying water and providing water services, together with the right to install, construct, maintain, operate, repair and replace within the Easement Area all necessary underground water pipes and other manner of underground improvements or underground appurtenances that may be used or required within the Easement Area for the delivery of water services (collectively, "Waterline Improvements") from the water well located as described in **Exhibit C**, it being specially understood that the grant of the nonexclusive easement by Grantor and the use of the Easement Area by Grantee shall be subject to the terms and conditions set forth herein.

2. **Restoration of Easement Area.** Upon completion of construction of Waterline Improvements, or any repairs thereto, Grantee shall restore the area of disturbance to its natural appearance as existed prior to any disturbance by Grantee. Such restoration shall be completed within sixty (60) days of completion of any construction or repair, or prior to June 30<sup>th</sup> of the following year if completion of construction or repair occurs later than September 30 of any given year. If Grantee fails to restore the area of disturbance to its natural appearance as existed prior to any disturbance by Grantee, Grantor may, at Grantee's sole cost and expense restore any area of disturbance to its natural appearance as existed prior to any disturbance by Grantee.

3. **Relocation of Easement Area.** Grantor may, at its sole cost and expense, relocate the Easement Area to another location on the Parcel, provided that (i) Grantor, at Grantor's expense, relocates, constructs and installs Waterline Improvements of equal or better size, quality and functionality that replace the Waterline Improvements located in the Easement Area to be relocated, (ii) Grantor amends or replaces this Easement to allow the Waterline Improvements to be located and operated within the relocated Easement Area, and (iii) the Easement, as relocated, still connects with Waterline Improvements that connect to the Water Well and to any extension of the Waterline Improvements beyond the Easement Area.

4. **Grantor Improvements.** Grantor, at its sole cost and expense, may use, construct, install, maintain and repair improvements on, over, across and through the Easement Area on Grantor's Open Space Parcel ("Grantor Improvements"), including without limitation underground utilities, curbs, gutters, sidewalks and/or roadways, landscaping, trails, paths, fences, walls, temporary structures, and other similar improvements, provided that such improvements shall not unreasonably interfere with the use, operation, maintenance and repair of Waterline Improvements within the Easement Area. If Grantor Improvements unreasonably interferes with the use, operation, maintenance and repair of Waterline Improvements within the Easement Area, Grantee may provide written notice of such interference to the applicable Grantor. Within thirty (30) days after such notice, or within such other period of time as may be reasonably necessary under the circumstances, of the applicable Grantor's receipt of such written notice, such Grantor, at its sole cost, shall remove the portion of the Grantor Improvements reasonably necessary to allow Grantee to use, operate, maintain, and repair the Waterline Improvements. If such Grantor fails to timely remove such Grantor Improvements, Grantee may, at such Grantor's cost, remove such Grantor Improvements.

5. **No Public Dedication.** Nothing contained in this Agreement shall be deemed to be a gift or dedication of any portion of the Grantor's property, including the Easement Area, to or for the general public or for any public purposes whatsoever, it being the intention of Grantor and Grantee that this Agreement be strictly limited to and for the purposes expressed herein.

6. **Covenants to Run with the Land.** Each of the easements and rights contained in this Agreement (whether affirmative or negative in nature) shall (i) constitute covenants running with the land, (ii) bind every person having a fee, leasehold or other interest in any portion of the Open Space Parcel or the Water Well at any time or from time to time to the extent such portion is affected or bound by the easement or right in question, or to the extent such easement or right is to be performed on such portion, and (iii) shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.

7. **Notices.** Any and all notices required or permitted hereunder shall be given in writing and personally delivered, delivered by certified mail, return receipt requested, postage prepaid, or delivered by generally recognized overnight courier providing proof of delivery, addressed as follows:

To SunPeak Association:

SunPeak Association  
1950 Bear Hollow Dr.  
Park City, Utah 84098  
Attn:

To SPH21:

c/o TCFC Finance Co LLC  
1840 Sun Peak Drive, 2<sup>nd</sup> Flr.  
Suite A201  
Park City, UT 84098  
Attn: Christie Babalis

To TCGC:

The Canyons Golf Club LLC  
4000 Canyons Resort Drive  
Park City, UT 84098

Either party may change its notice address by written notice given to the other party in accordance with this paragraph.

8. **Indemnification.** The easement granted herein is subject to the condition that Grantee shall indemnify and hold harmless the Grantor, and its successors and assigns against any and all damage and liability including costs and attorney's fees arising in any way from the Waterline Easement and Grantee's access to and use of the Open Space Parcel including the acts of the Grantee, its contractors, subcontractors, invitees, employees or agents, during the installation, construction, maintenance, operation, repair and replacement of the water pipeline or other components or improvements related thereto provided for in this Easement; provided that the Grantor's right to indemnification or to be held harmless by the Grantee under the terms of this paragraph is expressly conditioned upon prompt and reasonable notice by Grantor to the Grantee of any claim or demand of which it has actual knowledge which would cause a claim for indemnification against the Grantee and upon the Grantee's right to defend any claim against the Grantors which would cause a claim of indemnification against the Grantee.

9. **Miscellaneous.**

(a) This Agreement and the easements and undertakings contained herein shall be perpetual.

(b) This Agreement contains the entire agreement between the parties hereto with respect to the matters addressed herein. This Agreement cannot be altered or otherwise amended except pursuant to an instrument in writing signed by each of the parties.

(c) The parties hereto do not by this Agreement, in any way or for any purpose, become partners or joint venturers of each other in the conduct of their respective businesses or otherwise.

(d) The parties hereto shall execute and deliver all documents, provide all information, take or forbear from all such action as may be necessary or appropriate to achieve the purposes of this Agreement.

(e) This Agreement shall be construed in accordance with and governed by the laws of the State of Utah.

(f) This Agreement may be executed in two or more counterparts, each of which shall be deemed an original and all of which, taken together, shall constitute one and the same instrument.

[SIGNATURES TO FOLLOW]

SIGNATURE PAGE FOR SUNPEAK ASSOCIATION

SUNPEAK ASSOCIATION  
a Utah Non-Profit Corporation

By David A. DuBois  
Name: David A. DuBois  
Title: President

STATE OF UTAH )  
COUNTY OF SUMMIT ) :SS

The foregoing instrument was acknowledged before me this 6<sup>th</sup> day of Sept, 2013, by David DuBois, President of SunPeak Association.

Tara Mifflin  
NOTARY PUBLIC  
Residing at: 1890 Sun Peak, 84048

My commission expires:  
06/13/2016



SIGNATURE PAGE FOR  
SPH21 LLC

SPH21 LLC, a Delaware Limited Liability  
Company

By: [Signature]

Name: MAURICIO PONS

Title: AUTHORIZED OFFICER

STATE OF UTAH Summit :ss.  
COUNTY OF Summit

The foregoing instrument was acknowledged before me this 13<sup>th</sup> day of September, 2013, by Mauricio PONS, the Authorized officer of SPH21 LLC.

[Signature]  
NOTARY PUBLIC  
Residing at: 1840 Sun Peak Dr. #4068

My commission expires:  
04/13/2016



SIGNATURE PAGE FOR THE CANYONS GOLF CLUB

THE CANYONS GOLF CLUB LLC  
a Utah Limited Liability Company

By [Signature]  
Name: MAURICIO PONS  
Title: AUTHORIZED OFFICER

STATE OF UTAH )  
COUNTY OF Summit ) :ss

The foregoing instrument was acknowledged before me this 13<sup>th</sup> day of Sept., 2013, by MAURICIO PONS, Authorized officer of The Canyons Golf Club.

[Signature]  
NOTARY PUBLIC  
Residing at: 1840 SUN PEAK DR. 84098

My commission expires:  
06/13/2016



**EXHIBIT A**

**Willow Draw Cottages at Sun Peak Plat F**

**EXHIBIT B**

**Description of Easement Area**

An easement of land located in the SW1/4 of Section 31, Township 1 South, Range 4 East, Salt Lake Base and Meridian and being more particularly described as follows:

Commencing at the Southeast boundary corner of Willow Draw Cottages at Sun Peak Plat F Subdivision, recorded as entry number 468653 with the office of the Summit County Recorder, thence North 89°59'58" West along the southern boundary of said subdivision 13.78 feet to the TRUE POINT OF BEGINNING; thence North 89°59'58" West along said southern boundary 20.02 feet; thence North 02°50'15" West 65.46 feet to a point on the southeasterly lot line of "Cable TV 'Headend' Site" Lot (parcel WDGS-F-TV) of said subdivision; thence North 34°17'59" East along said lot line 33.13 feet; thence South 02°50'15" East 92.86 feet to the point of beginning.

Containing 1,583 sq. ft. or 0.036 acres

Affects Tax Parcel No. WDGS-F-TV

**EXHIBIT C**

**Description of Water Well**

The Summit Ranch J.V. Well #4B, located in Summit County, Utah, at or about a point which lies South 42°06'54" West 83.62 feet from the Southeast corner of Lot 9, Willow Draw Cottages at Sun Peak Plat F, recorded December 4, 1996, as Entry No. 468653, according to the official plat thereof on file and of record in the office of the recorder, Summit County, Utah, said point being within the Cable T.V. "Headend" Site of such Willow Draw Cottages at Sun Peak Plat F.

Affects Tax Parcel No. WDCS-F-TV

# **EXHIBIT B**



∞ THE CANYONS GOLF RESORT  
PARK CITY, UTAH

HOLE 11  
STRATEGY PLAN

2

**BATES**  
**GOLF**  
DESIGN GROUP

4525 East Broadway Drive, Ste. 200  
Park City, UT 84302  
Tel: 435.764.1111  
www.batesgolf.com

JUNE 26, 2016

By using this architectural drawing, it is  
acknowledged and agreed that the user is not  
to be held liable for any and all consequences  
of any use of this drawing without the consent  
of Bates Golf Design Group.

Scale 1" = 100'-0"



*Patrick Putt, Director  
Community Development Department  
P.O. Box 128  
Coalville, UT 84017  
(435) 336-3158  
pputt@summitcounty.org*

September 7, 2014

Mr. Bruce H. Shapiro, P.C.  
145 South 400 East  
Salt Lake City, Utah 84111

RE: The Canyons Golf Course, Hole 11, Construction

Dear Bruce:

I received your appeal letter of September 2, 2016 concerning the construction of the Canyons Golf Course, Hole 11.

The Canyons Golf Course was approved by Summit County on September 10, 2010. The appeal period for Low Impact Permits is ten (10) calendar days from the date of the final action on the permit. The appeal period for the golf course Low Impact Permit has long since passed.

Hole 11 was initially constructed as a temporary Par 4 hole pending the demolition and relocation of the resort's maintenance facility that is required to be completed by October 31, 2016. The current work on Hole 11 has been authorized by the County Engineering Department through the issuance of Grading Permit No. 16-G-23. This permit was issued on August 26, 2016 and allows the importation of fill material as illustrated on the plans attached to this letter. Based upon your letter, I understand that you seek to appeal the issuance of Grading Permit 16-G-23

Please be advised that the Summit County Council has scheduled this appeal for review and possible action on September 28, 2016. The scope of the appeal will be limited to facts and circumstances associated with Grading Permit 16-G-23, its compliance with the requisite County Engineering Standards, and Engineering Ordinance No. 315. The scope of the appeal will not address the merits of the 2010 Canyons Golf Course Low Impact Permit due to the fact that the appeal timeframe has lapsed.

Please feel free to contact Gary Horton, County Engineer at (435) 336-3120 or myself at (435) 336-3158 shall you have any questions.

Sincerely,

A handwritten signature in black ink, appearing to read "P. J. Putt".

Patrick J. Putt  
Community Development Director

CC: Joe Tesch, P.C.  
Gary Horton, County Engineer  
Dave Thomas, Deputy County Attorney  
Jami Brackin, Deputy County Attorney  
Peter Barnes, Planning and Zoning Administrator  
Tiffanie Robinson, Senior Planner  
Gary Raymond, Replay Resorts  
Spencer White, Replay Resorts  
John Sale, Vail Resorts  
Brian Medacsi, CVMA

**T**ESCH  
LAW OFFICES  
*A Professional Law Corporation*

---

Joseph E. Tesch  
Stephanie K. Matsumura  
Jared W. Moss

314 Main Street - Suite 200  
PO Box 3390  
Park City, Utah 84060-3390  
Tel: (435) 649-0077  
Fax: (435) 649-2561

September 8, 2016

VIA EMAIL

Pat Putt  
Community Development Director  
Summit County

*Re: Replay Resorts, Inc.—Effort to Create a 10-12' Berm and/or Detention Facility and Spillway*

Dear Pat:

By email correspondence on September 2, 2016, I copied you with a letter to Reply Resorts concerning apparent violations of the Snyderville Basin Land Management Code.

Since then I have had a chance to review additional documents such as the Hole 11 Redesign Plan which, as I understand, is the plan which was approved by the Summit County Engineer (I have not confirmed this but at least as far as the berm is adjacent to the lot line of my client at 3945 Volker Court, from my visual observation it appears to be exactly what is intended to be constructed.

If these are the plans that are being used, they appear to be perhaps misleading and incomplete. For instance, there is no indication anywhere on these plans that this is intended to facilitate water detention and run off, nor is there any indication that what appears to be a spillway, is in fact a spill way, nor is there is any indication that the spillway is designed to funnel water into a nearby creek which has protected critical lands vegetation.

It is my understanding (again this is early and it may not be correct) that this plan was not approved by the Planning Department.

We have now raised issues which seem to show that this proposed berm, at the very least, and the spillway into a neighboring creek, do not conform and meet the requirements of the Snyderville Basin Land Management Code.

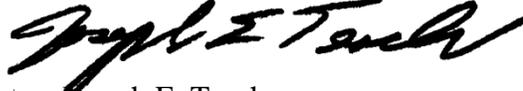
I understand that it is the responsibility of the Planning Department to make determination as to whether or not plans in fact are in conformance with or in violation of the LMC.

The construction season is short and an answer to the questions I have raised should be able to be research and decided in a relatively short period of time.

This is a request that the Planning Department review the plans with the issues that I have raised in mind, and such other issues as come into play when the Planning Department reviews plans such as these, and issue a formal determination as to whether or not these plans and the ongoing construction are in full conformity to the Snyderville Basin Land Management Code.

Thank you for your prompt attention to this request.

Sincerely,  
TESCH LAW OFFICES, P.C.



Joseph E. Tesch

JET/tw

cc: Peter Barnes (via email)  
Jami Brackin (via email)  
Gary Horton (via email)  
Doug Clyde (via email)  
Wendy Cryan (via email)  
Bruce Shapiro (via email)

**T**ESCH  
LAW OFFICES  
*A Professional Law Corporation*

Joseph E. Tesch  
Stephanie K. Matsumura  
Jared W. Moss

314 Main Street - Suite 200  
PO Box 3390  
Park City, Utah 84060-3390  
Tel: (435) 649-0077  
Fax: (435) 649-2561

September 12, 2016

VIA EMAIL

Pat Putt  
Community Development Director  
Summit County

*Re: Appeal of The Canyons Golf Course, Hole 11 Construction*

Dear Pat:

Thank you for your letter of September 7, 2016, setting the date for this Appeal and possible action by the Summit County Council for September 28, 2016.

This letter is a request that this matter be rescheduled to the first available date after October 6, 2016. The purpose for the new date is that I, representing Wendy Cryan at 3945 Voelker Court, and am on vacation in Europe from September 17, 2016 through October 6, 2016 and am, therefore, unavailable to represent my client on September 28. Moreover, no other attorney in my office sufficiently schooled and experienced in these issues is available on that date.

Bruce Shapiro, representing the Sun Peak HOA is also unavailable as he is on vacation and out of the area canyoneering that entire week. He has authorized me to request a later date as a result of his inability to attend. Similar to me, Bruce has no other attorney in his office who could substitute for him on September 28.

Our clients have a right to representation especially since any appeal will likely be on the record.

You raise the issue of whether the 2010 Canyons Golf Course Low Impact Permit can be addressed. Unless you can show that our clients received timely notice and had an opportunity to participate in that process, we believe it is relevant and may be opposed.

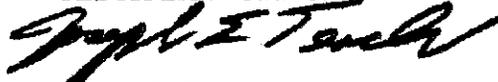
We are still in the discovery process. Therefore, understand that our appeal issues are not limited to those set forth in our prior correspondence.

Pat Putt  
September 12, 2016  
Page 2 of 2

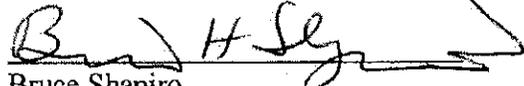
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Since construction has continued over our objection, we see no prejudice to the construction by continuing this matter for a couple of weeks.

Sincerely,  
TESCH LAW OFFICES, P.C.

  
Joseph E. Tesch

I agree with the content of this letter and approve of it.

  
Bruce Shapiro

JET/tw



## Regional Transportation Planning

### Staff Report

**Date:** October 5, 2016

**To:** Summit County Council

**From:** Derrick Radke, Director of Public Works  
Caroline Ferris, Regional Transportation Planning Director

**Re:** Public meeting pursuant to UCA 59-1-1605 regarding Summit County Proposition for Transit Expansion; to impose a one quarter of one percent (0.25%) sales and use tax (not applicable to groceries and gas) for the purpose of transit improvements including express transit service, more frequent transit service, and additional transit routes into neighborhoods.

Public meeting pursuant to UCA 59-1-1605 regarding Summit County Proposition for Road Improvements; to impose a one quarter of one percent (0.25%) sales and use tax (not applicable to groceries and gas) for the purpose of road improvements, maintenance, and safety features for the County and its cities.

With support from Summit County's municipalities and the Summit County Council of Governments (COG), the County Council has placed two, 0.25% sales tax initiatives on the 2016 general election ballot for the purpose of raising revenue for increase transportation services and infrastructure in the County. The combined taxes result in an additional two pennies for every four dollars spent – or 50 cents for every 100 dollars spent. The tax is not applicable to unprepared foods or gasoline and, unlike a property tax, a sales tax ensures that visitors will pay their fair share to improve transportation in our County. Nearly 50% of the sales tax collected in Summit County comes from visitors, and the money collected here, stays here.

The ballot propositions have been numbered as Proposition 9 and Proposition 10, respectively, and are as follows:

**Proposition 9 Transit Expansion:** Shall Summit County, Utah, be authorized to impose a one quarter of one percent (0.25%) — or the equivalent of one penny for every four dollars spent — sales and use tax (not applicable to groceries and gas) for the purpose of transit improvements including express transit service, more frequent transit service, and additional transit routes into neighborhoods?

**Proposition 10 Road Improvements:** Shall Summit County, Utah, be authorized to impose a one quarter of one percent (0.25%) — or the equivalent of one penny for every four dollars spent — sales and use tax (not applicable to groceries and gas) for the purpose of road improvements, maintenance, and safety features for the County and its cities?



## Regional Transportation Planning

At 6 PM on October 12, 2016, the Summit County Council will conduct a public meeting with regard to ballot Propositions 9 and 10. Citizens are encouraged to attend and provide comments directly to Council members. In addition, there will be a public open house in **Room 133 from 3 - 5:30 PM, prior to the meeting**. Citizens are also encouraged to review the following information related to the ballot propositions:

- Voter Information Pamphlet on Propositions 9 and 10 (attached)
- Project Guide at [www.letsgosummit.com](http://www.letsgosummit.com) - *Provides detailed information on priority projects that could be funded with increased transportation revenue*
- Summit County Council of Governments (COG) Resolution of Support, dated August 16, 2016 (attached)
- Park City Council Resolution of Support, dated August 11, 2016 (attached)

SUMMIT COUNTY  
VOTER INFORMATION PAMPHLET



# LET'S TALK TRANSPORTATION



## PROPOSITIONS 9 & 10: Transit Expansion & Road Improvements



### PROPOSITION 9 TRANSIT EXPANSION

Shall Summit County, Utah, be authorized to impose a one quarter of one percent (0.25%) — or the equivalent of one penny for every four dollars spent — sales and use tax (not applicable to groceries and gas) for the purpose of transit improvements including express transit service, more frequent transit service, and additional transit routes into neighborhoods?



### PROPOSITION 10 ROAD IMPROVEMENTS

Shall Summit County, Utah, be authorized to impose a one quarter of one percent (0.25%) — or the equivalent of one penny for every four dollars spent — sales and use tax (not applicable to groceries and gas) for the purpose of road improvements, maintenance, and safety features for the County and its cities?



**ELECTION DAY IS TUES.  
NOVEMBER 8, 2016**

Summit County will be conducting the General Election by mail. Ballots will be mailed out to residences on October 18, 2016. You do not need to request an absentee ballot unless you will be out of town between October 18th and November 8, 2016. Ballots must be postmarked by **November 7**.

To check if you are registered to vote, visit  
[vote.utah.gov](http://vote.utah.gov)



**You can mail in your ballot or drop it off at the following locations:**

- Coalville City Hall
- Kamas City Hall
- Park City Municipal
- Sheldon Richins Building
- Trailside Administration Building
- Fresh Market - Jeremy Ranch



**Voting Assistance Center on Election Day, 7:00 am - 8:00 pm:**

- Coalville City Hall, 10 N. Main
- Kamas City Hall, 170 N. Main
- Park City Municipal, 445 Marsac Ave.
- Sheldon Richins Building, 1885 W Ute Blvd.

NON PROFIT  
US POSTAGE  
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SLC, UT



The Summit County Council has voted to place two transportation initiatives on the November ballot. Combined, Propositions 9 and 10 would provide the funding needed for a comprehensive and regional transportation approach proposed by Summit County and Park City Transportation departments. The plan calls for critical road improvements to help alleviate congestion and enhance and increase bus service throughout the County.

## Our Quickly Growing County

We've all seen the tremendous growth that Summit County — and the Park City area in particular — has seen in the last decade. Along with growth, comes traffic. Here are some facts about our unique transportation issues:

**29%** Summit County grew 29% between 2000 and 2013

**Each day 14,000 cars come into the County for jobs**

**84%** Summit County is projected to grow 84% between 2015 and 2040

**Each day 11,500 Summit County residents leave the County for jobs**

*These numbers do not reflect the school and ski trips made each day.*



## ARGUMENT IN FAVOR OF PROPOSITIONS 9 AND 10

**We in Summit County want to maintain the quality of life** we've come to enjoy: an abundance of recreational, cultural, and employment opportunities in a beautiful setting. But our growth-related transportation demands are threatening the future of that lifestyle. Unless we address these challenges now, we face longer commutes, hampered economic prosperity, impaired air quality, and a diminished quality of life.

**Propositions 9 and 10 will generate new local funding** for our unique transportation needs and for comprehensive short- and long-term solutions tailored to our communities and implemented in a way that reflects our values and protects our natural environment. More important, we will control that funding locally; it is not dependent upon the whims of State and Federal grants, which can vary substantially from year to year.

**Each Proposition represents a one quarter of one percent** (0.25%) sales tax increase. The combined taxes result in an additional two pennies for every four dollars spent — or 50 cents for every 100 dollars spent. The tax is not applicable to unprepared foods or gasoline and, unlike a property tax, a sales tax ensures that visitors will pay their fair share to improve transportation in our County. Nearly 50% of the sales tax collected in Summit County comes from visitors, and the money collected here, stays here.

**These two Propositions will generate significant revenues** to allow Summit County to make critical improvements to help alleviate congestion and enhance and increase transit services for long-term traffic and transportation solutions. The two Propositions also complement each other by funding strategic roadway improvements and accommodate and enhance expanded transit services. This comprehensive plan has been developed to solve regional problems with a strategic, proactive, and forward-thinking approach.

**Proposition 9 – Transit** provides additional funding for increased bus service throughout the County — reducing wait times, expanding PC-SLC Connect service, creating a Kimball Junction circulator, adding a new Kamas to Park City and express bus route, creating new remote park & ride lots, and making more and improved connections to our neighborhoods. Because our transit system is run cooperatively by Park City and Summit County (instead of UTA), we can be sure that these funds are used for local transit projects only.

**Proposition 10 – Roads** provides funding for critical infrastructure and safety improvements on SR-224 and SR-248 that enhance traffic flow and provide for increased bus service on those roads. Specific projects include dedicated bus and HOV lanes, intersection and access improvements, I-80 Interchange improvements, and new funding for eligible roadway and transportation improvements in the municipalities of Coalville, Kamas, Henefer, Oakley, and Francis—almost doubling existing funding in those communities.

**Together, these Propositions will improve our roads** and put more transit in more places across the County, reducing the number of cars on the road, maintaining our great air quality, and preserving our small-town feel.

**Vote FOR Propositions 9 and 10** to provide better transportation options for all Summit County residents and ensure that we continue to enjoy the community we love.

**Summit County Council**  
 Roger Armstrong, Chair  
 Chris Robinson, Vice Chair  
 Tal Adair  
 Kim Carson  
 Claudia McMullin

## Capital Projects

- SR-248 Corridor and Safety Improvement Project
- Transit only/carpool lane
- Improved school access
- Access to Richardson Flat park and ride lot
- Intersection improvements at Bonanza Drive/SR-248
- SR-224 Multi-modal Corridor and Safety Improvement Project
- Bus priority lanes from Kimball Junction to Empire/Deer Valley Drive
- Intersection improvements at SR-224/Kearns
- Deer Valley Dr./Empire Drive safety improvements
- Remote Parking Locations — I-80/US-40
- Plan, purchase and construct remote parking facilities to encourage carpooling and bus use
- Small Municipality Transportation Improvement Fund Grant Program
- Construction funding for eligible roadway and transportation improvements in Kamas, Coalville, Francis, Henefer and Oakley

## Transportation Demand Management Programs

- Infrastructure and programs that allow residents and visitors to more easily use transportation modes other than single-occupancy cars
- Could include bike share facilities, travel planning apps, trail and sidewalk construction

## Transit Service Improvements

- System wide transit improvements
- More frequent bus service system wide with 50% shorter wait times
- Transit priority infrastructure improvements to Jeremy Ranch interchange on and off ramps and adjoining frontage road intersections
- Road improvements to connect possible park and ride lots
- Improvements to bike and pedestrian facilities
- Regional transit connects — East Summit County
- New bus routes to Kamas, Oakley, Francis and Coalville to meet commute schedules
- Increased PC-SLC connect frequency — Two additional runs in each direction, during both morning and evening peak periods to meet user work schedules



**RESOLUTION SUPPORTING THE SUBMISSION OF BALLOT PROPOSITIONS  
PURSUANT TO UCA §59-12-2214 AND UCA §59-12-2217  
SUMMIT COUNTY COUNCIL OF GOVERNMENTS  
SUMMIT COUNTY, UTAH**

**WHEREAS**, on June 5, 2006, the Summit County Council of Governments (“COG”) was established; and,

**WHEREAS**, the purpose of the COG is to foster the legitimate interests of Summit County (“County”) and its cities; namely, Coalville City, Francis Town, Henefer Town, Kamas City, Oakley City, and Park City (together, the “Cities”), by working together on issues of common concern; and,

**WHEREAS**, the County and its Cities recognize that transportation and transit issues transcend political jurisdictional boundaries and that intergovernmental coordination is essential to protecting lives and property, and for facilitating the efficient use of available assets, both public and private; and,

**WHEREAS**, there is insufficient current funding available to address these transportation and transit issues; and,

**WHEREAS**, the Utah Code provides for a “County Option Sales and Use Tax for Public Transit” pursuant to UCA §59-12-2214 and “County Option Sales and Use Tax for Transportation” pursuant to UCA §59-12-2217 (together, the “County Option Sales Taxes”); and,

**WHEREAS**, prior to the imposition of these County Option Sales Taxes, the Summit County Council (“Council”) shall “submit an opinion question to the county’s . . . registered voters voting on the imposition of the sales and use tax so that each registered voter has the

opportunity to express the registered voter’s opinion on whether a sales and use tax should be imposed . . . ;” and,

**WHEREAS**, the revenues collected from the County Option Sales and Use Tax for Transportation may be utilized for all of the purposes set forth in UCA §59-12-2217(2), including a regionally significant transportation facility (principal arterial highway, minor arterial highway, major collector highway, minor collector road, or airport of regional significance) that appears on a priority list approved by the COG; and,

**WHEREAS**, the COG finds that it is in the best interests of the County and its Cities for the Council to place opinion questions before the electorate to seek permission to impose these County Option Sales Taxes;

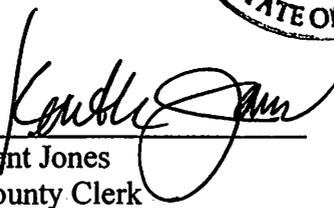
**NOW, THEREFORE**, be it resolved by the Summit County Council of Governments, Summit County, Utah, that it supports the Summit County Council placing opinion questions on the ballot for consideration by the electorate at a regular general election to be held on November 8, 2016 for the following: the “County Option Sales and Use Tax for Public Transit” pursuant to UCA §59-12-2214 and the “County Option Sales and Use Tax for Transportation” pursuant to UCA §59-12-2217.

APPROVED AND ADOPTED this 16 day of August, 2016.

ATTEST:



SUMMIT COUNTY COUNCIL OF GOVERNMENTS  
SUMMIT COUNTY, UTAH

  
Kent Jones  
County Clerk

By:   
Wade Woolstenhulme, Chair



**Resolution No. 18-2016**

**RESOLUTION SUPPORTING SUMMIT COUNTY and Park City TRANSPORTATION INITIATIVES**

**WHEREAS**, Summit County and Park City have unique needs regarding growth-related transportation demands in a relatively rural, mountain resort community dominated by seasonal and special event related traffic and congestion that creates significant challenges for residents and visitors; and

**WHEREAS**, In addition to our strong resort economy and desirable location, close proximity to the Salt Lake Valley has led to strong growth in both Park City and Summit County in terms of jobs and visitors; and

**WHEREAS**, More and more people that work in Summit County live in adjacent communities, and more and more people that work in Park City, live outside the City which requires longer and more frequent commutes on our limited road networks; and

**WHEREAS**, Summit County and Park City require additional local resources to proactively and collaboratively address existing and future transportation needs and work towards a transportation system that reduces dependency on the private and single occupant automobile; and

**WHEREAS**, Park City's General Plan states "Park City will encourage alternative modes of transportation on a regional and local scale to maintain our small town character" and furthermore states Park City shall "prioritize efficient public transportation over widening of roads to maintain the Small Town experience of narrow roads, modest traffic, and Complete Streets."; and

**WHEREAS**, Summit County and Park City are proposing a comprehensive programmatic approach that specifically focuses on critical improvements in the areas of public transit and associated infrastructure to better manage and mitigate our traffic and congestion issues by leveraging the existing transit and transportation systems; and

**WHEREAS**, This comprehensive, programmatic approach would allow our local and regional municipalities to provide elevated and more transit services across Summit County, thereby reducing vehicle trips, maintaining our great air quality, lowering our County's carbon footprint, and preserving our small-town character; and

**WHEREAS**, additional fiscal resources are required to expeditiously implement transportation improvements, services and programs at a rate otherwise not available to us in such a shortened timeframe; and

WHEREAS, There are two 0.25% cent sales taxes available and under consideration by Park City and Summit County, which are as follows:

- 1) County Wide Additional Mass Transit Sales Tax;
- 2) County Option for Transportation Sales Tax; and

**WHEREAS**, sales taxes are specifically not levied on groceries and gas and, most City and County sales taxes are paid for by visitors to our world class resort community and outdoor recreation destinations; and

**WHEREAS**, Unlike the County Option Sales Tax, which is only available to counties, the Additional Mass Transit Tax is a funding mechanism available to both Park City and Summit County, yet mutually exclusive – it cannot be levied by both governmental entities; and

**WHEREAS**, By supporting Summit County, Park City agrees to relinquish its ability to levy the Additional Mass Transit Tax in support of Summit County, provided the funds are allocated under a mutually agreeable process for transit projects, programs, and services that directly and/or indirectly benefit Park City residents, visitors, and businesses, under the terms and conditions of a future operating agreement between Park City and Summit County.

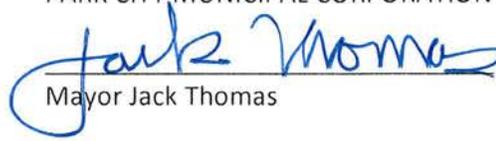
NOW, THEREFORE, BE IT RESOLVED that the Mayor and City Council of Park City, Utah:

1. Supports Summit County officials in their efforts to place the Additional Mass Transit Tax on the November 8, 2016, ballot for consideration by the registered voters of Summit County. The 0.25% sales tax, or equivalent to one cent for every four dollars spent on goods or services exclusive of groceries and gasoline, is estimated to generate approximately \$4.1 million annually. The Additional Mass Transit Tax will fund priority transit projects, programs, and services, estimated to reduce approximately 1,500 individual vehicles from our transportation network, per day, or 570,000 vehicles annually. If approved, the funds generated through the Additional Mass Transit Tax would be administered and distributed by a formal agreement between Park City and Summit County.
2. Supports Summit County officials in their efforts to place the County Option for Transportation Sales Tax on the November 8, 2016, ballot for consideration by the registered voters of Summit County. The 0.25% sales tax, or equivalent to one cent for every four dollars spent on goods or services exclusive of groceries and gasoline, is similarly estimated to generate approximately \$4.1 million annually. Projects under this funding program must be included on a Summit County Council of Governments approved transportation plan. The County Option Transportation Sales Tax will fund a host of broad transportation improvements, also estimated to reduce 1,650 individual vehicles from our roads, per day, or nearly an additional 600,000 annually.

**EFFECTIVE DATE.** This Resolution shall become effective upon passage.

PASSED AND ADOPTED this 11<sup>th</sup> day of August, 2016.

PARK CITY MUNICIPAL CORPORATION

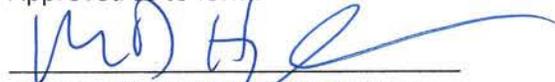
  
Mayor Jack Thomas



Attest:

  
Michelle Kellogg, City Recorder

Approved as to form:

  
Mark D. Harrington, City Attorney