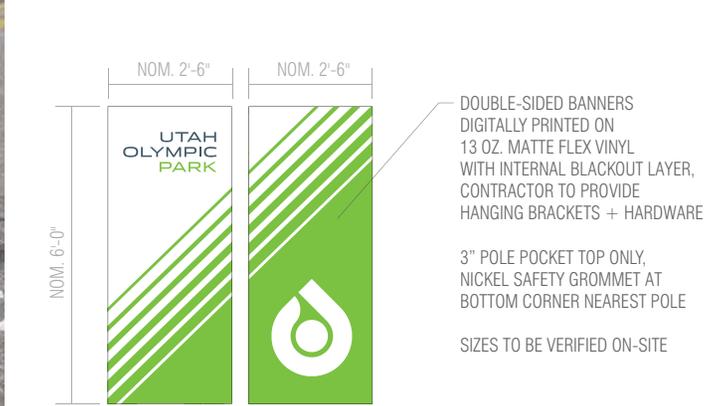
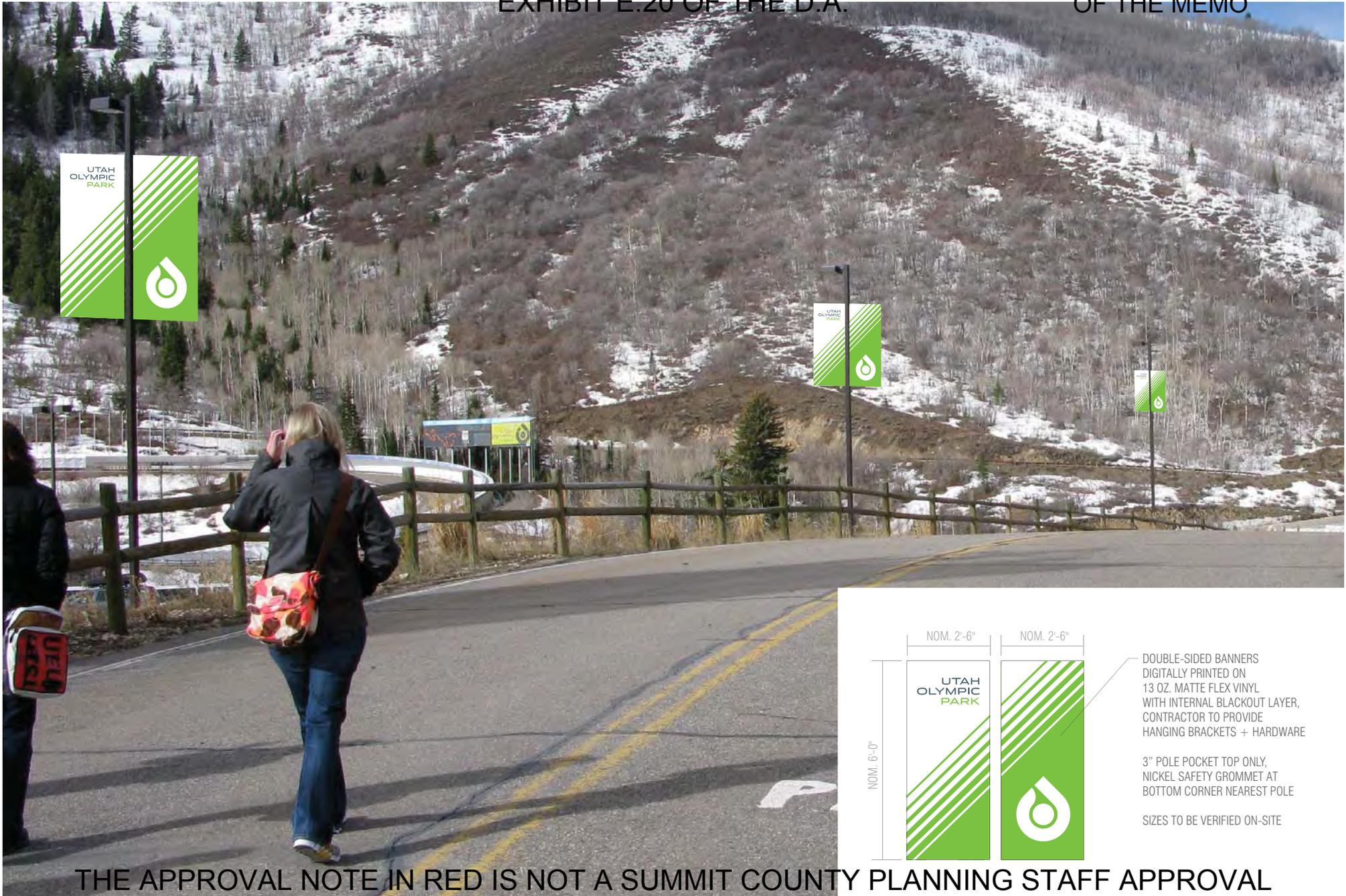




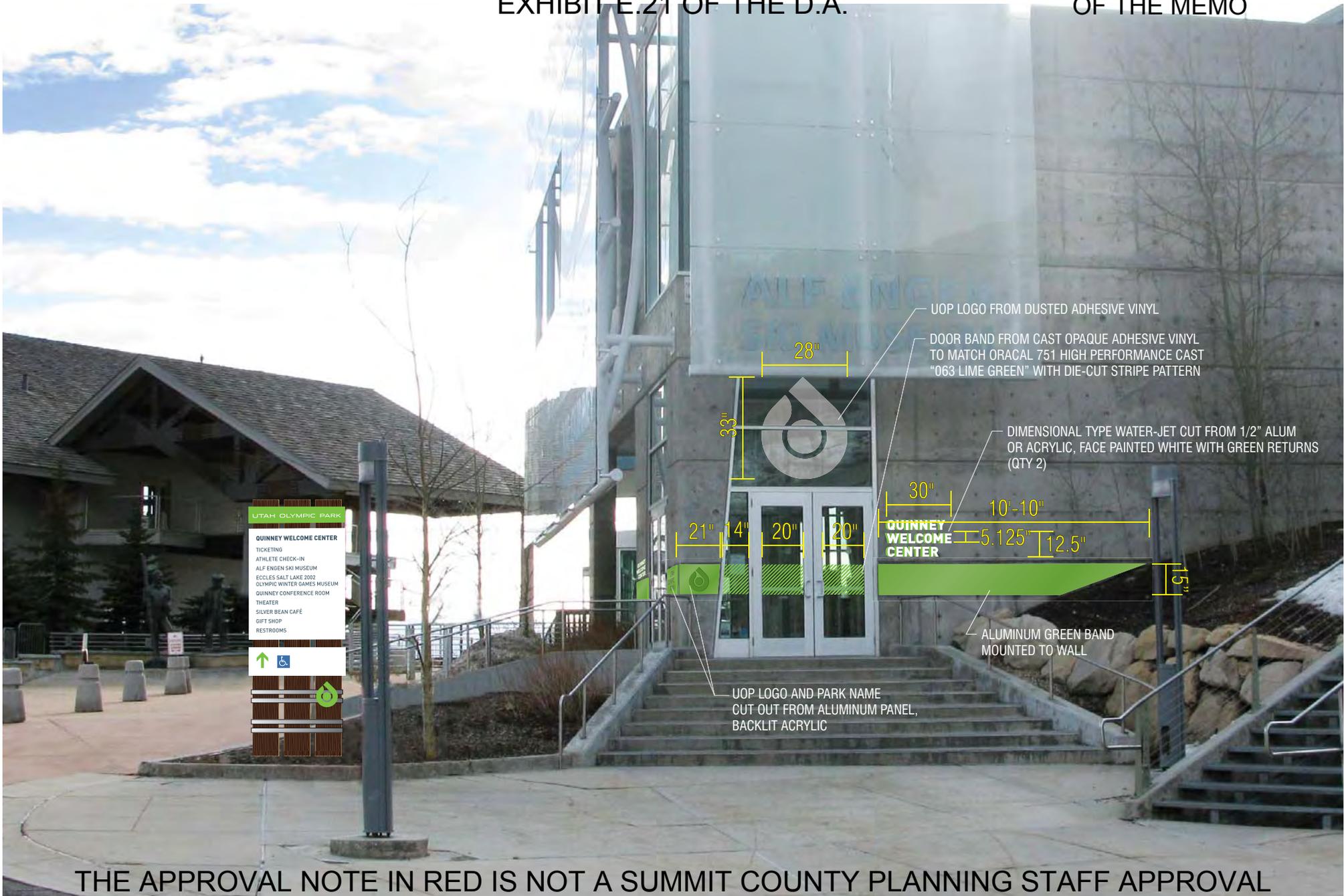
THE APPROVAL NOTE IN RED IS NOT A SUMMIT COUNTY PLANNING STAFF APPROVAL

	#	PROJECT	PAGE DESCRIPTION	APPROVAL	DATE	PAGE
	UOLF.002	Utah Olympic Park Bid Package - Phase 1	VEHICULAR DIRECTIONAL Context	I have reviewed this material for correct spelling, specifications, content and revisions previously requested. I understand that Infinite Scale will not be liable for any errors or omissions which are not indicated herein. Additional fees and expenses will be incurred if changes are made after the release of this material. All correction requests must be made in writing.	07/31/12	3
		© 2012 Infinite Scale. All rights reserved.	52	NAME APPROVED	DATE 7/5/12	ROUND 1.3



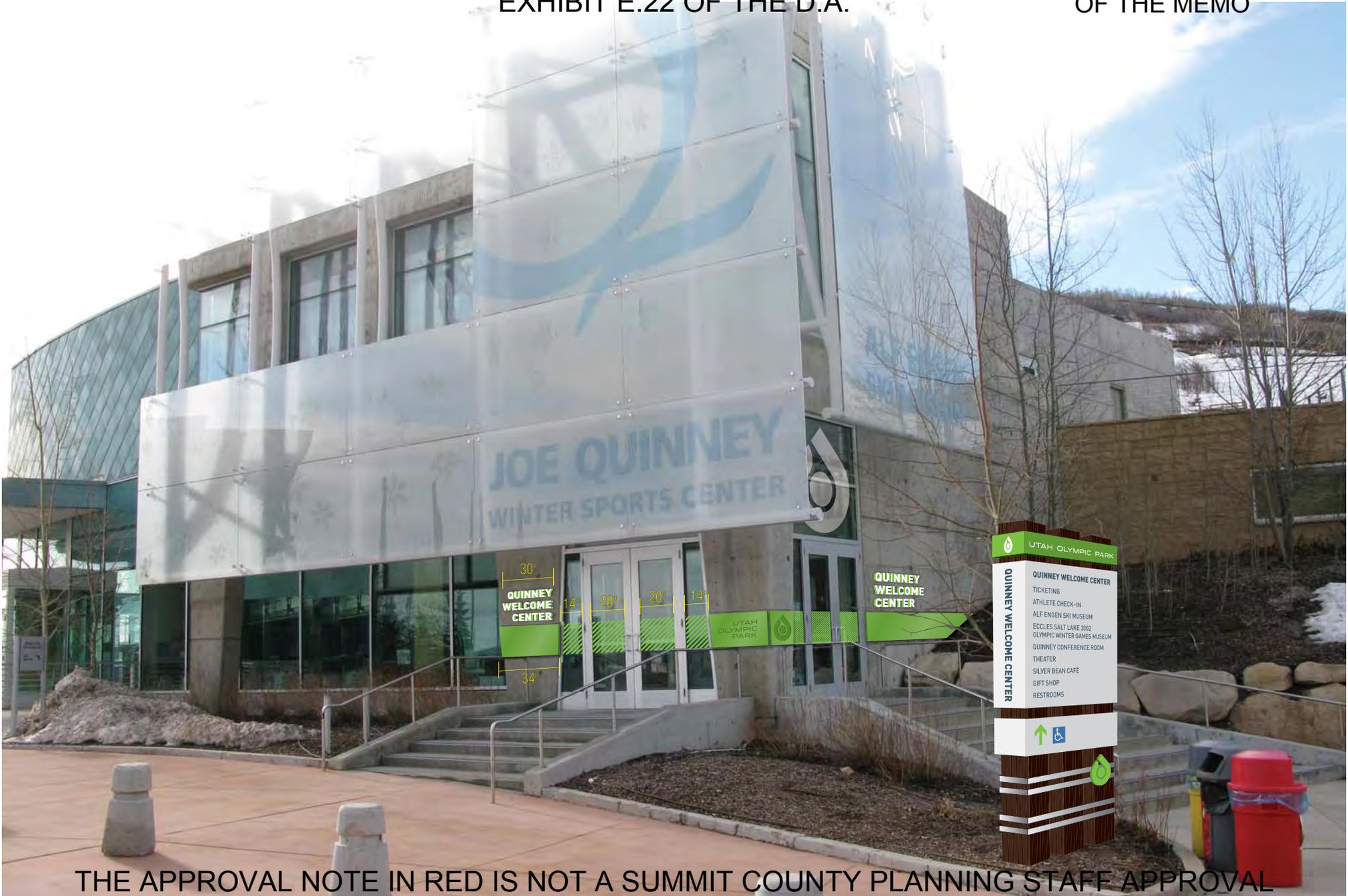
THE APPROVAL NOTE IN RED IS NOT A SUMMIT COUNTY PLANNING STAFF APPROVAL

	#	PROJECT	PAGE DESCRIPTION	APPROVAL	DATE	PAGE
	UOLF.002	Utah Olympic Park Bid Package - Phase 1	PARKING LOT POLE BANNERS 3 poles, 6 banners total	I have reviewed this material for correct spelling, specifications, content and revisions previously requested. I understand that Infinite Scale will not be liable for any errors or omissions which are not indicated herein. Additional fees and expenses will be incurred if changes are made after the release of this material. All correction requests must be made in writing.	07/31/12	22
© 2012 Infinite Scale. All rights reserved.			53	NAME APPROVED	ROUND 1.3	
				DATE 7/5/12		



THE APPROVAL NOTE IN RED IS NOT A SUMMIT COUNTY PLANNING STAFF APPROVAL

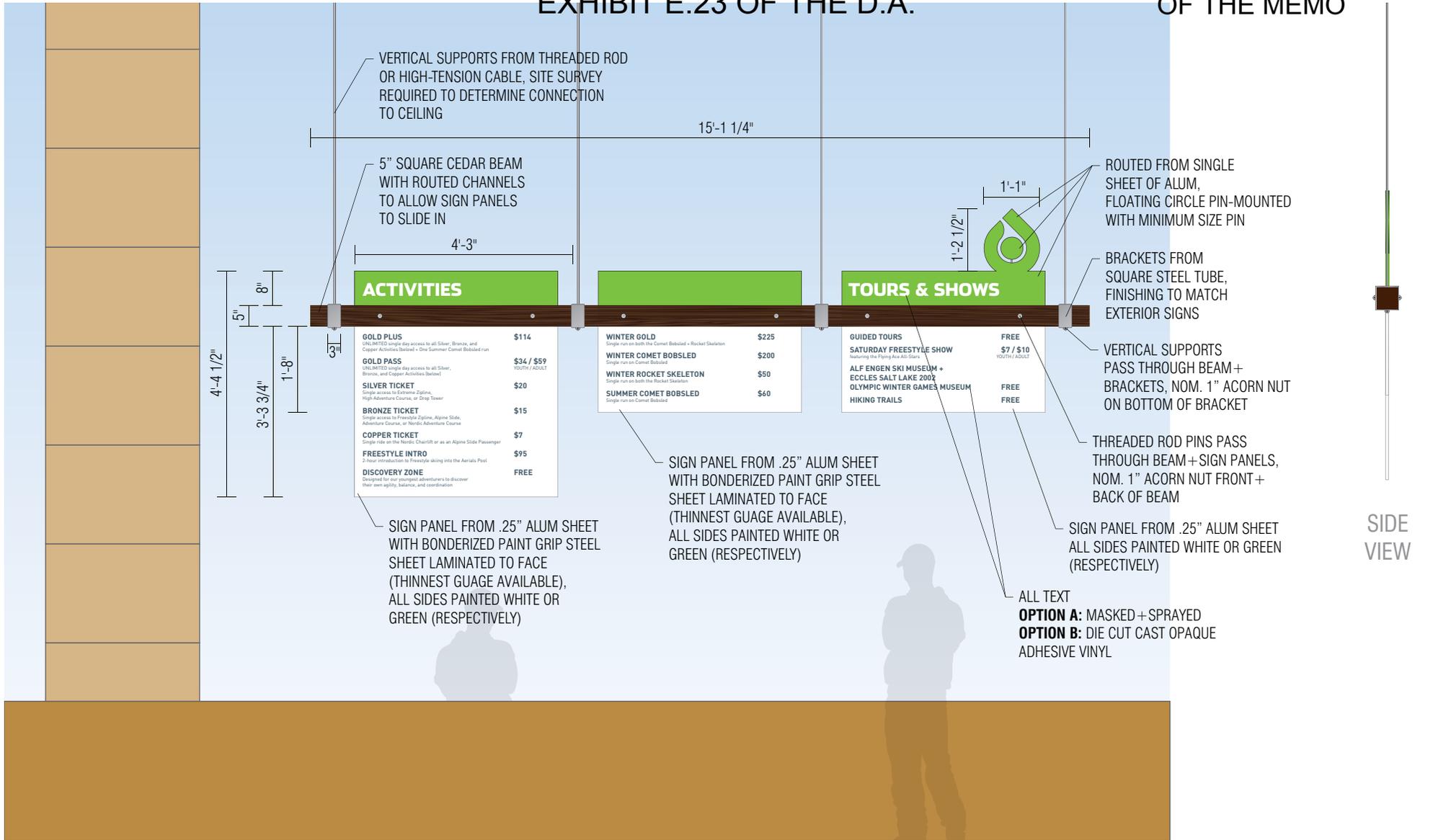
	# UOLF.002 PROJECT Utah Olympic Park Bid Package - Phase 1 © 2012 Infinite Scale. All rights reserved.	PAGE DESCRIPTION WELCOME CENTER	APPROVAL I have reviewed this material for correct spelling, specifications, content and revisions previously requested. I understand that Infinite Scale will not be liable for any errors or omissions which are not indicated herein. Additional fees and expenses will be incurred if changes are made after the release of this material. All correction requests must be made in writing. NAME APPROVED DATE 7/5/12	DATE 07/31/12	PAGE 5
				ROUND 1.3	



THE APPROVAL NOTE IN RED IS NOT A SUMMIT COUNTY PLANNING STAFF APPROVAL

	# UOLF.002 Utah Olympic Park Bid Package - Phase 1 © 2012 Infinite Scale. All rights reserved.	PAGE DESCRIPTION WELCOME CENTER	APPROVAL I have reviewed this material for correct spelling, specifications, content and revisions previously requested. I understand that Infinite Scale will not be liable for any errors or omissions which are not indicated herein. Additional fees and expenses will be incurred if changes are made after the release of this material. All correction requests must be made in writing. NAME APPROVED DATE 7/5/12	DATE 07/31/12	PAGE 6
				ROUND 1.3	

EXHIBIT E.23 OF THE D.A.



FRONT ELEVATION

SIDE VIEW

THE APPROVAL NOTE IN RED IS NOT A SUMMIT COUNTY PLANNING STAFF APPROVAL

	# UOLF.002 PROJECT Utah Olympic Park Bid Package - Phase 1 © 2012 Infinite Scale. All rights reserved.	PAGE DESCRIPTION ACTIVITY MENU BOARD	APPROVAL I have reviewed this material for correct spelling, specifications, content and revisions previously requested. I understand that Infinite Scale will not be liable for any errors or omissions which are not indicated herein. Additional fees and expenses will be incurred if changes are made after the release of this material. All correction requests must be made in writing.	DATE 07/31/12	PAGE 8
				ROUND 1.3	NAME _____ DATE _____



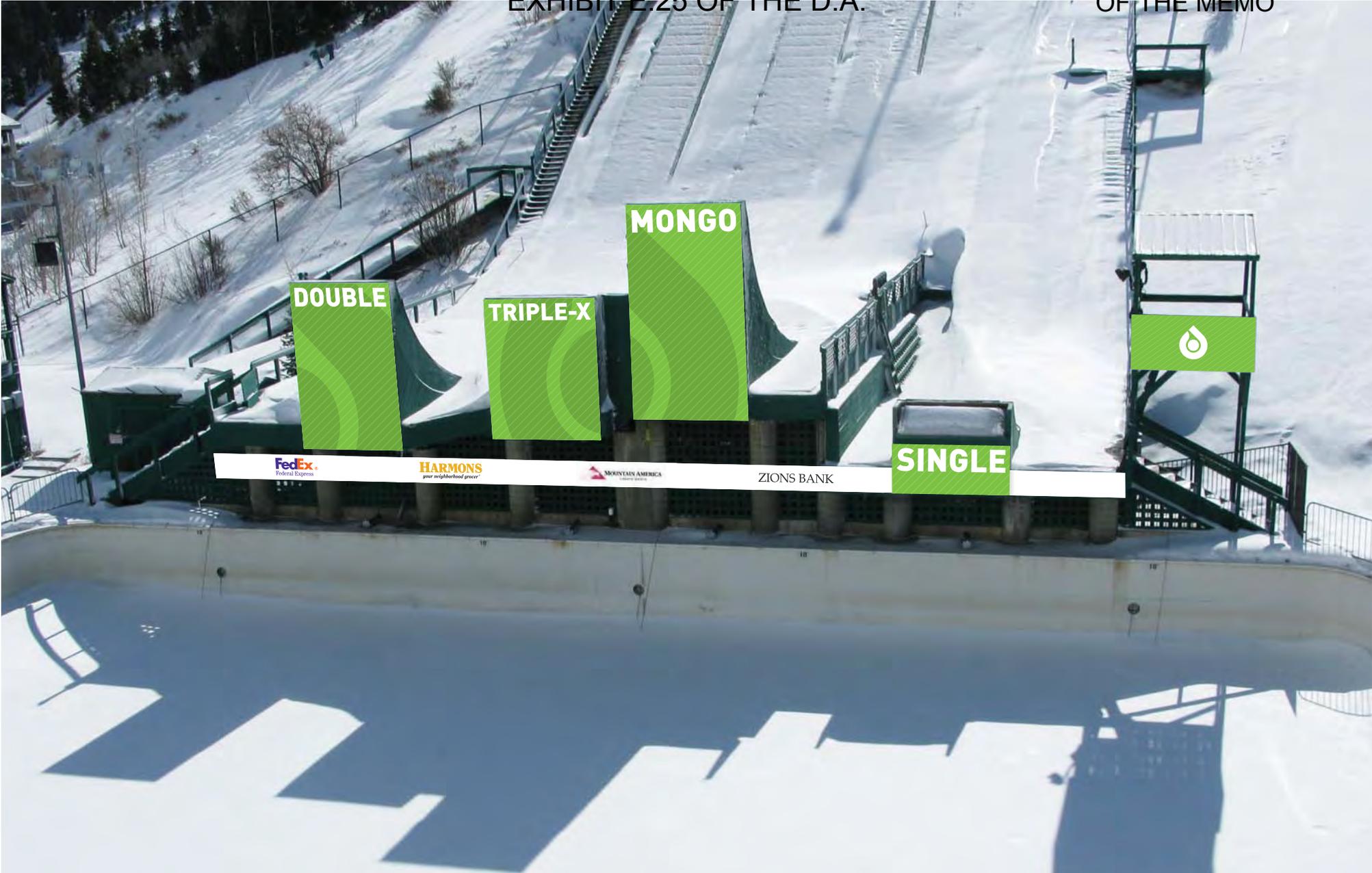
ACTIVITIES	
GOLD PLUS Includes 120 minutes of access to all Silver, Bronze, and Copper Activities, Skiing, Snowboarding, Cross-Country, and Nordic Skiing	\$114
GOLD PASS Includes 120 minutes of access to all Silver, Bronze, and Copper Activities (weekend)	\$34 / \$59
SILVER TICKET Single Access to Copper Activities, Skiing, Snowboarding, Cross-Country, and Nordic Skiing	\$20
BRONZE TICKET Single Access to Freestyle Skiing, Alpine Skiing, Adventure Climbing, or Nordic Adventure Skiing	\$15
COPPER TICKET Single Access to Nordic Skiing or an Alpine Ski Pass	\$7
FREESTYLE INTRO 2-Hour Introduction to Freestyle Skiing into the Aerobic Pool	\$95
DISCOVERY ZONE Designed for our youngest skaters to discover their own agility, balance, and coordination	FREE

WINTER GOLD Single Access to All the Copper Activities + Pocket Skis	\$225
WINTER COMET BOBSLED Single Access to Bobsled	\$200
WINTER ROCKET SKELETON Single Access to Skeleton	\$50
SUMMER COMET BOBSLED Single Access to Bobsled	\$40

TOURS & SHOWS	
GUIDED TOURS	FREE
SATURDAY FREESTYLE SHOW Saturday the 10th and 11th	\$7 / \$10
ALF ENGEN SKI MUSEUM	FREE
ECCLES SALT LAKE 2002 OLYMPIC WINTER GAMES MUSEUM	FREE
HIKING TRAILS	FREE

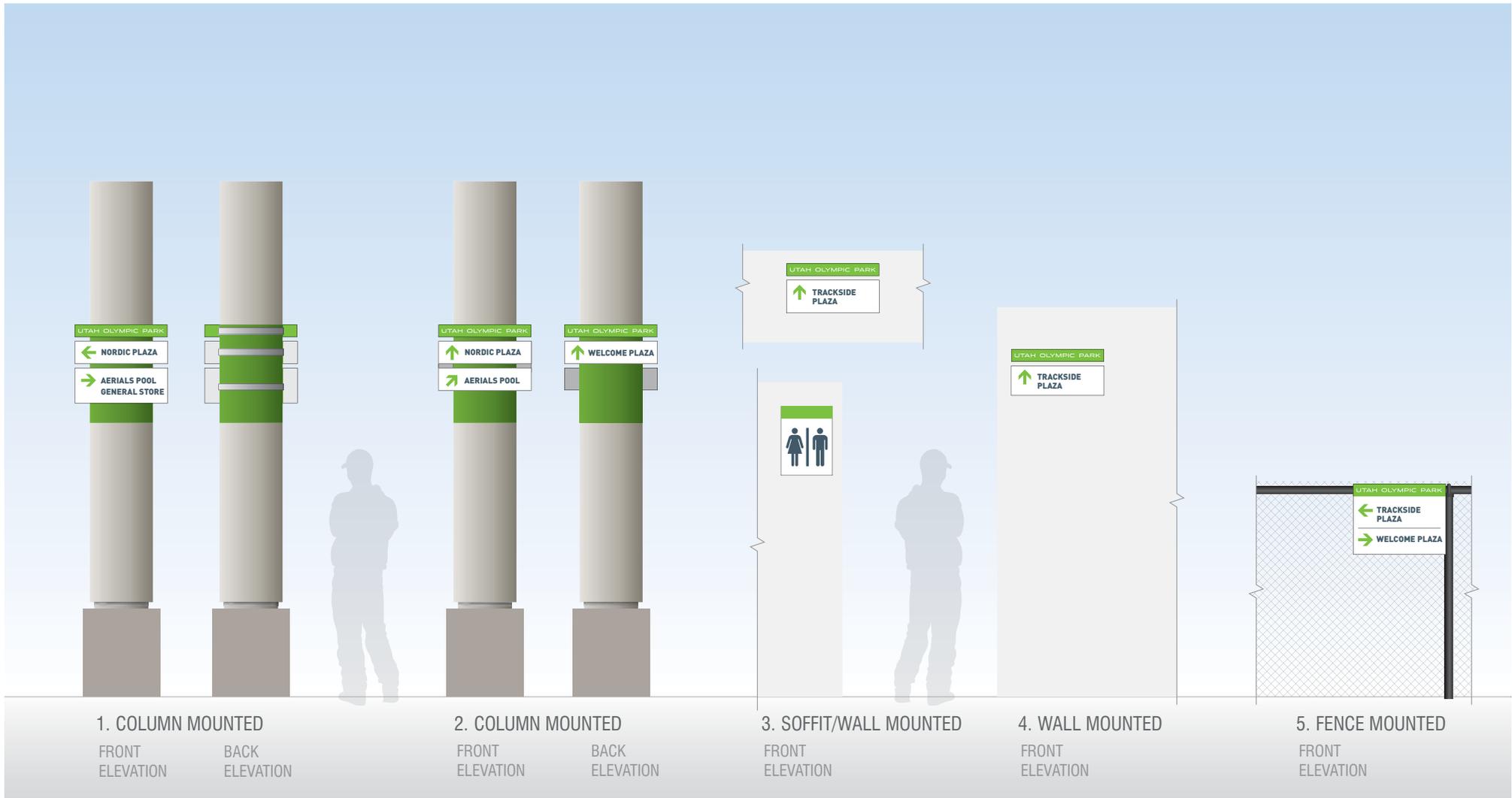
THE APPROVAL NOTE IN RED IS NOT A SUMMIT COUNTY PLANNING STAFF APPROVAL

 <p># UOLF.002</p>	<p>PROJECT</p> <p>Utah Olympic Park Bid Package - Phase 1</p> <p>© 2012 Infinite Scale. All rights reserved.</p>	<p>PAGE DESCRIPTION</p> <p>ACTIVITY MENU BOARD Context</p>	<p>APPROVAL</p> <p>I have reviewed this material for correct spelling, specifications, content and revisions previously requested. I understand that Infinite Scale will not be liable for any errors or omissions which are not indicated herein. Additional fees and expenses will be incurred if changes are made after the release of this material. All correction requests must be made in writing.</p>	<p>DATE</p> <p>07/31/12</p>	<p>PAGE</p> <p>9</p>
			<p>57</p>	<p>NAME _____ DATE _____</p>	<p>ROUND</p> <p>1.3</p>



THE APPROVAL NOTE IN RED IS NOT A SUMMIT COUNTY PLANNING STAFF APPROVAL

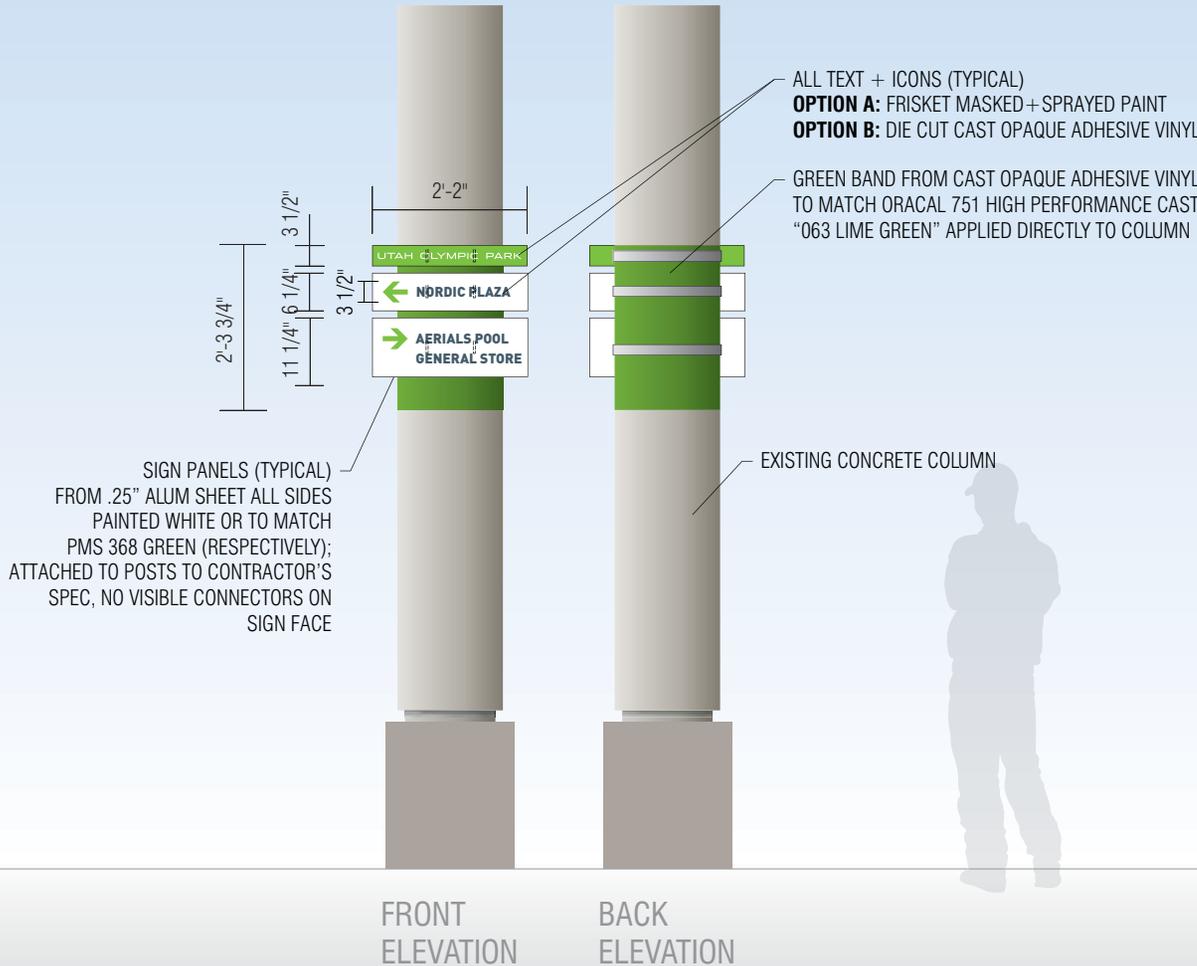
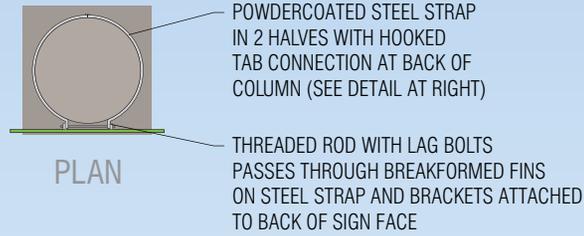
 # UOLF.002	PROJECT Utah Olympic Park Bid Package - Phase 1	PAGE DESCRIPTION AERIALS POOL Sponsor Integration	APPROVAL I have reviewed this material for correct spelling, specifications, content and revisions previously requested. I understand that Infinite Scale will not be liable for any errors or omissions which are not indicated herein. Additional fees and expenses will be incurred if changes are made after the release of this material. All correction requests must be made in writing.	DATE 07/31/12	PAGE 10
	© 2012 Infinite Scale. All rights reserved.	58	NAME _____ DATE _____	ROUND 1.3	



THE APPROVAL NOTE IN RED IS NOT A SUMMIT COUNTY PLANNING STAFF APPROVAL

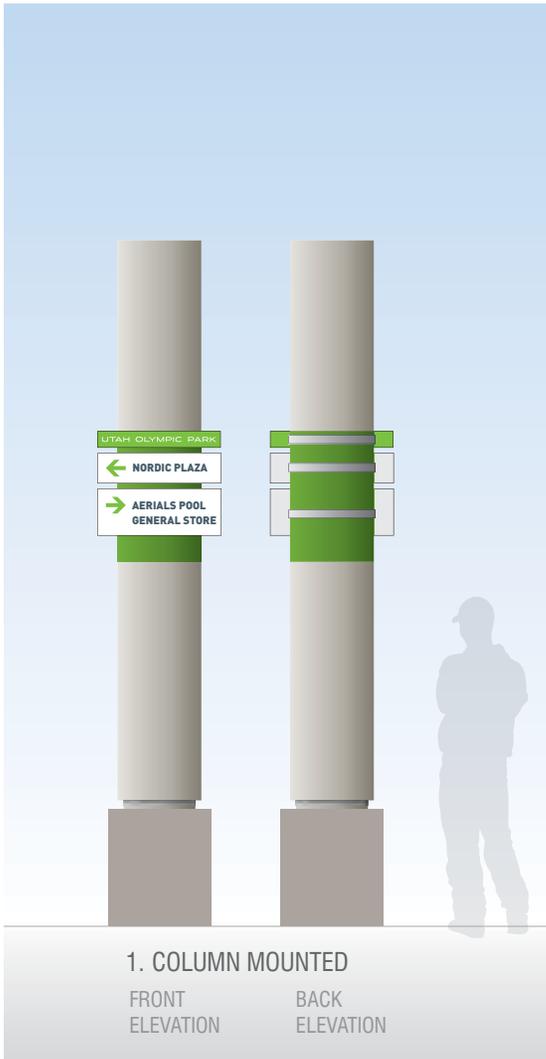
	#	PROJECT	PAGE DESCRIPTION	APPROVAL	DATE	PAGE
	UOLF.002	Utah Olympic Park Bid Package - Phase 1	PEDESTRIAN DIRECTIONALS All Mounting Instances	I have reviewed this material for correct spelling, specifications, content and revisions previously requested. I understand that Infinite Scale will not be liable for any errors or omissions which are not indicated herein. Additional fees and expenses will be incurred if changes are made after the release of this material. All correction requests must be made in writing.	07/31/12	11
		© 2012 Infinite Scale. All rights reserved.	59	NAME _____ DATE _____	ROUND 1.3	

EXHIBIT E.27 OF THE D.A.



THE APPROVAL NOTE IN RED IS NOT A SUMMIT COUNTY PLANNING STAFF APPROVAL

	# UOLF.002 PROJECT Utah Olympic Park Bid Package - Phase 1 © 2012 Infinite Scale. All rights reserved.	PAGE DESCRIPTION PEDESTRIAN DIRECTIONALS Typical Sign Construction 60	APPROVAL I have reviewed this material for correct spelling, specifications, content and revisions previously requested. I understand that Infinite Scale will not be liable for any errors or omissions which are not indicated herein. Additional fees and expenses will be incurred if changes are made after the release of this material. All correction requests must be made in writing. NAME APPROVED DATE 7/5/12	DATE 07/31/12	PAGE 12
				ROUND 1.3	



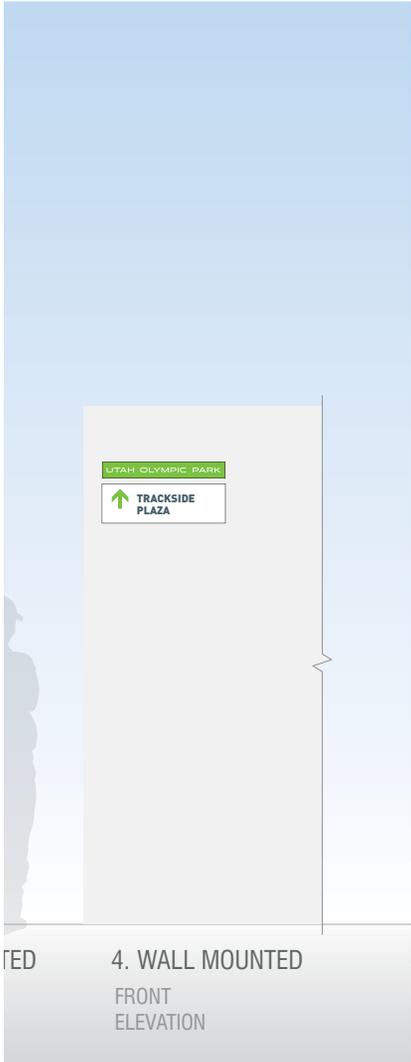
THE APPROVAL NOTE IN RED IS NOT A SUMMIT COUNTY PLANNING STAFF APPROVAL

	# UOLF.002 Utah Olympic Park Bid Package - Phase 1 © 2012 Infinite Scale. All rights reserved.	PAGE DESCRIPTION PEDESTRIAN DIRECTIONALS 61	APPROVAL I have reviewed this material for correct spelling, specifications, content and revisions previously requested. I understand that Infinite Scale will not be liable for any errors or omissions which are not indicated herein. Additional fees and expenses will be incurred if changes are made after the release of this material. All correction requests must be made in writing.	DATE 07/31/12	PAGE 13
			NAME _____	DATE _____	



THE APPROVAL NOTE IN RED IS NOT A SUMMIT COUNTY PLANNING STAFF APPROVAL

	# UOLF.002 Utah Olympic Park Bid Package - Phase 1 © 2012 Infinite Scale. All rights reserved.	PAGE DESCRIPTION PEDESTRIAN DIRECTIONALS 62	APPROVAL I have reviewed this material for correct spelling, specifications, content and revisions previously requested. I understand that Infinite Scale will not be liable for any errors or omissions which are not indicated herein. Additional fees and expenses will be incurred if changes are made after the release of this material. All correction requests must be made in writing.	DATE 07/31/12	PAGE 15
			NAME _____ DATE _____	ROUND 1.3	



THE APPROVAL NOTE IN RED IS NOT A SUMMIT COUNTY PLANNING STAFF APPROVAL

	# UOLF.002	PROJECT Utah Olympic Park Bid Package - Phase 1 © 2012 Infinite Scale. All rights reserved.	PAGE DESCRIPTION PEDESTRIAN DIRECTIONALS	APPROVAL I have reviewed this material for correct spelling, specifications, content and revisions previously requested. I understand that Infinite Scale will not be liable for any errors or omissions which are not indicated herein. Additional fees and expenses will be incurred if changes are made after the release of this material. All correction requests must be made in writing.	DATE 07/31/12	PAGE 16
					ROUND 1.3	
				NAME _____	DATE _____	

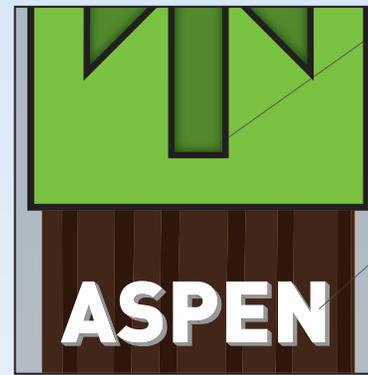


THE APPROVAL NOTE IN RED IS NOT A SUMMIT COUNTY PLANNING STAFF APPROVAL

	# UOLF.002	PROJECT Utah Olympic Park Bid Package - Phase 1 <small>© 2012 Infinite Scale. All rights reserved.</small>	PAGE DESCRIPTION PEDESTRIAN DIRECTIONALS	APPROVAL I have reviewed this material for correct spelling, specifications, content and revisions previously requested. I understand that Infinite Scale will not be liable for any errors or omissions which are not indicated herein. Additional fees and expenses will be incurred if changes are made after the release of this material. All correction requests must be made in writing.	DATE 07/31/12	PAGE 17
					ROUND 1.3	
				NAME _____	DATE _____	



DETAIL OF TOP



DETAIL

PLAN VIEW



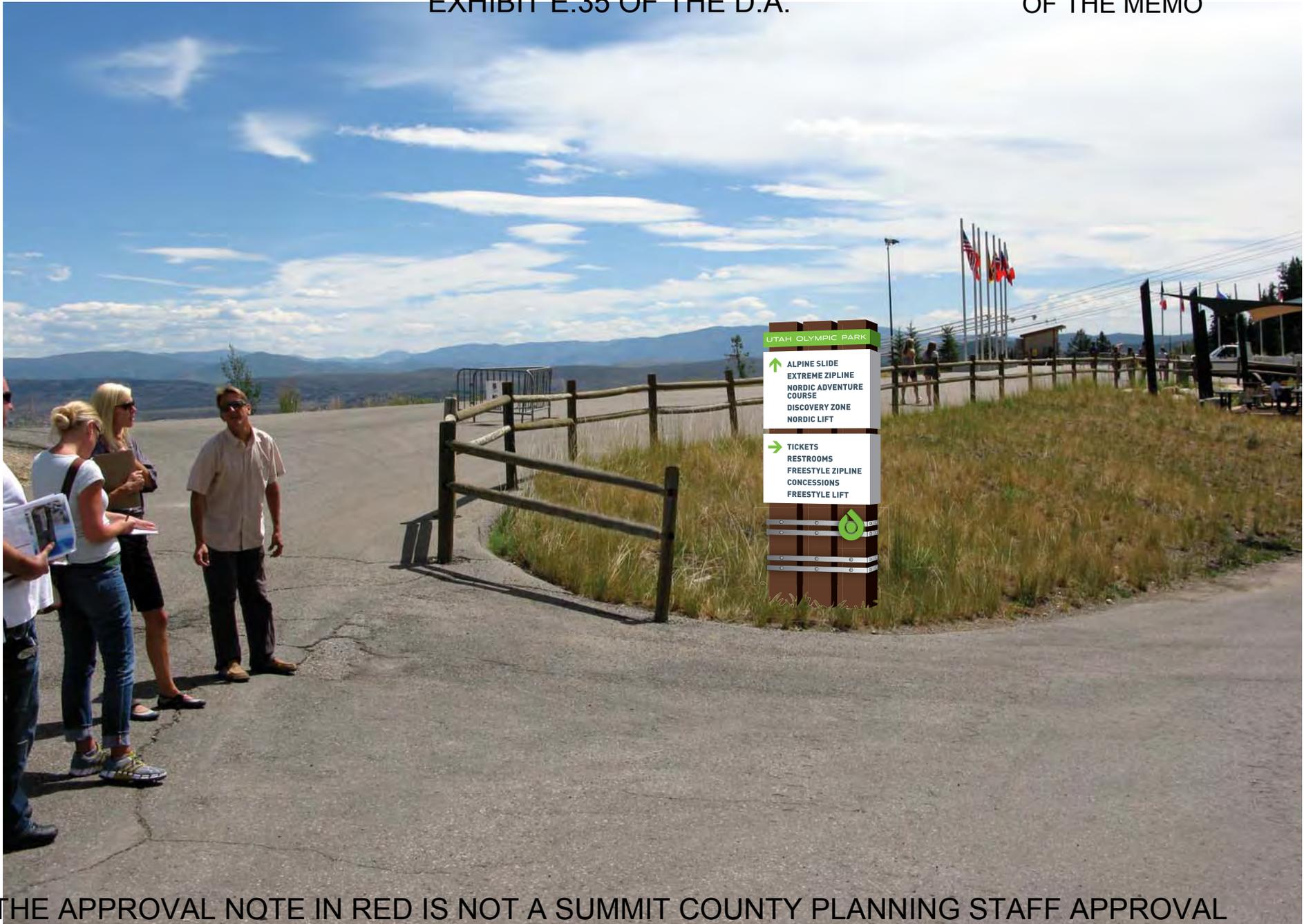
THE APPROVAL NOTE IN RED IS NOT A SUMMIT COUNTY PLANNING STAFF APPROVAL

	# UOLF.002 PROJECT Utah Olympic Park Bid Package - Phase 1 © 2012 Infinite Scale. All rights reserved.	PAGE DESCRIPTION TRAIL ID (SINGLE POST) Proposed Concept	APPROVAL I have reviewed this material for correct spelling, specifications, content and revisions previously requested. I understand that Infinite Scale will not be liable for any errors or omissions which are not indicated herein. Additional fees and expenses will be incurred if changes are made after the release of this material. All correction requests must be made in writing.	DATE 07/31/12	PAGE 18
				ROUND 1.3	
65			NAME _____	DATE _____	



THE APPROVAL NOTE IN RED IS NOT A SUMMIT COUNTY PLANNING STAFF APPROVAL

 # UOLF.002	PROJECT Utah Olympic Park Bid Package - Phase 1	PAGE DESCRIPTION NORDIC CENTER	APPROVAL I have reviewed this material for correct spelling, specifications, content and revisions previously requested. I understand that Infinite Scale will not be liable for any errors or omissions which are not indicated herein. Additional fees and expenses will be incurred if changes are made after the release of this material. All correction requests must be made in writing.	DATE 07/31/12	PAGE 20
	© 2012 Infinite Scale. All rights reserved.	67		ROUND 1.3	
			NAME _____	DATE _____	



THE APPROVAL NOTE IN RED IS NOT A SUMMIT COUNTY PLANNING STAFF APPROVAL



UOLF.002

PROJECT
Utah Olympic Park
Bid Package - Phase 1
© 2012 Infinite Scale. All rights reserved.

PAGE DESCRIPTION
NORDIC CENTER
Wayfinding

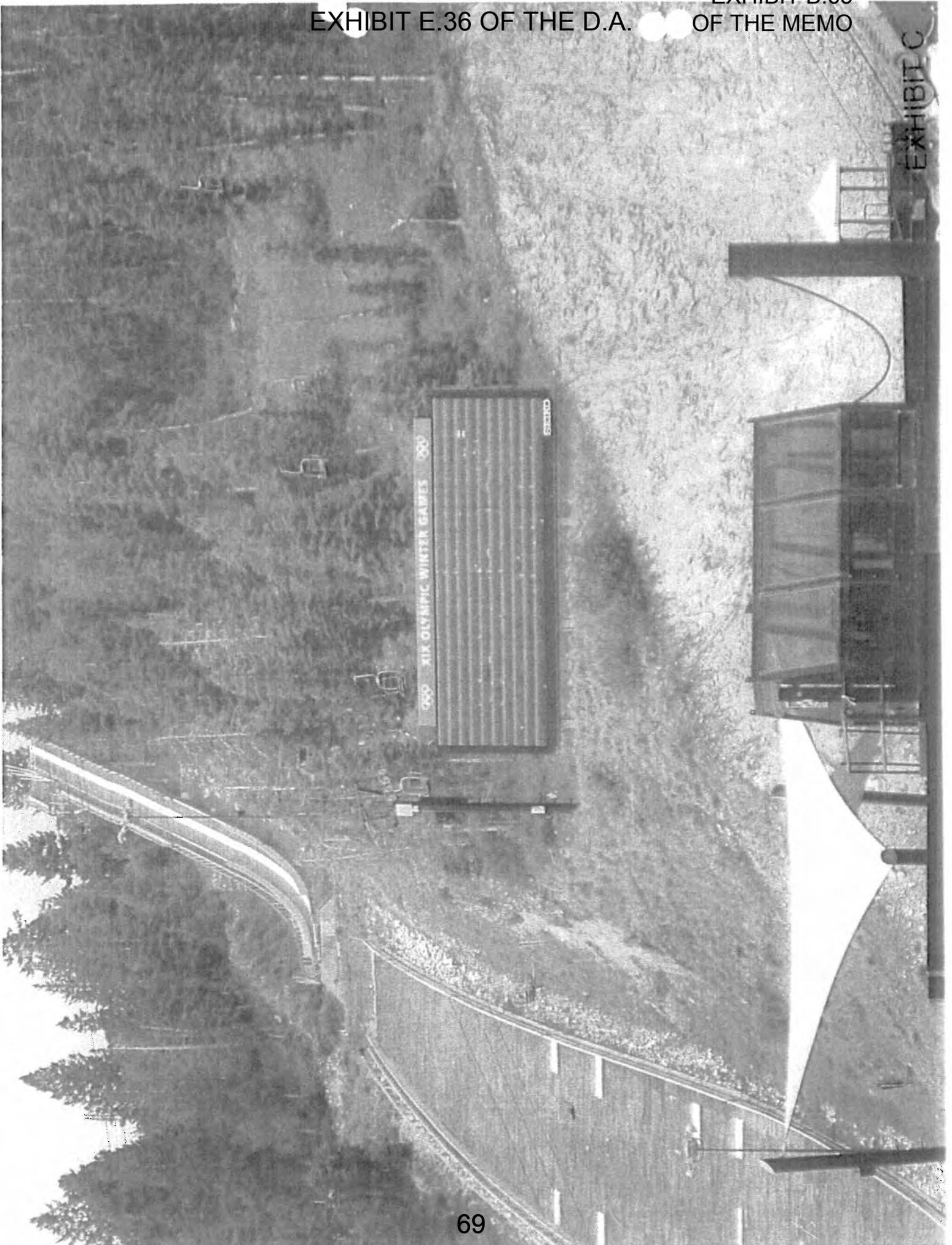
68

APPROVAL
I have reviewed this material for correct spelling, specifications, content and revisions previously requested. I understand that Infinite Scale will not be liable for any errors or omissions which are not indicated herein. Additional fees and expenses will be incurred if changes are made after the release of this material. All correction requests must be made in writing.
NAME _____ DATE _____

DATE
07/31/12
ROUND
1.3

PAGE
21

20 10 10





Incentive Community Benefit Criteria

Environmental Enhancements (High)

Description: Environmental enhancements shall include, but are not limited to, programs and improvements that will enhance existing wildlife habitat, rehabilitating wetlands disturbed by various land use practices, measures to protect air quality, establishing fisheries in local streams, and other such features. Such enhancements must be compatible with the Snyderville Basin General Plan and the applicable neighborhood plan. Environmental enhancements must produce benefits for the enjoyment of all residents of the Snyderville Basin. Improvements that are provided largely for the enjoyment of residents of the development and which produce only minor benefits for the general population may receive some density credit, but only to the extent that the general public benefits from the improvement.

ACCOMPLISHED BY:

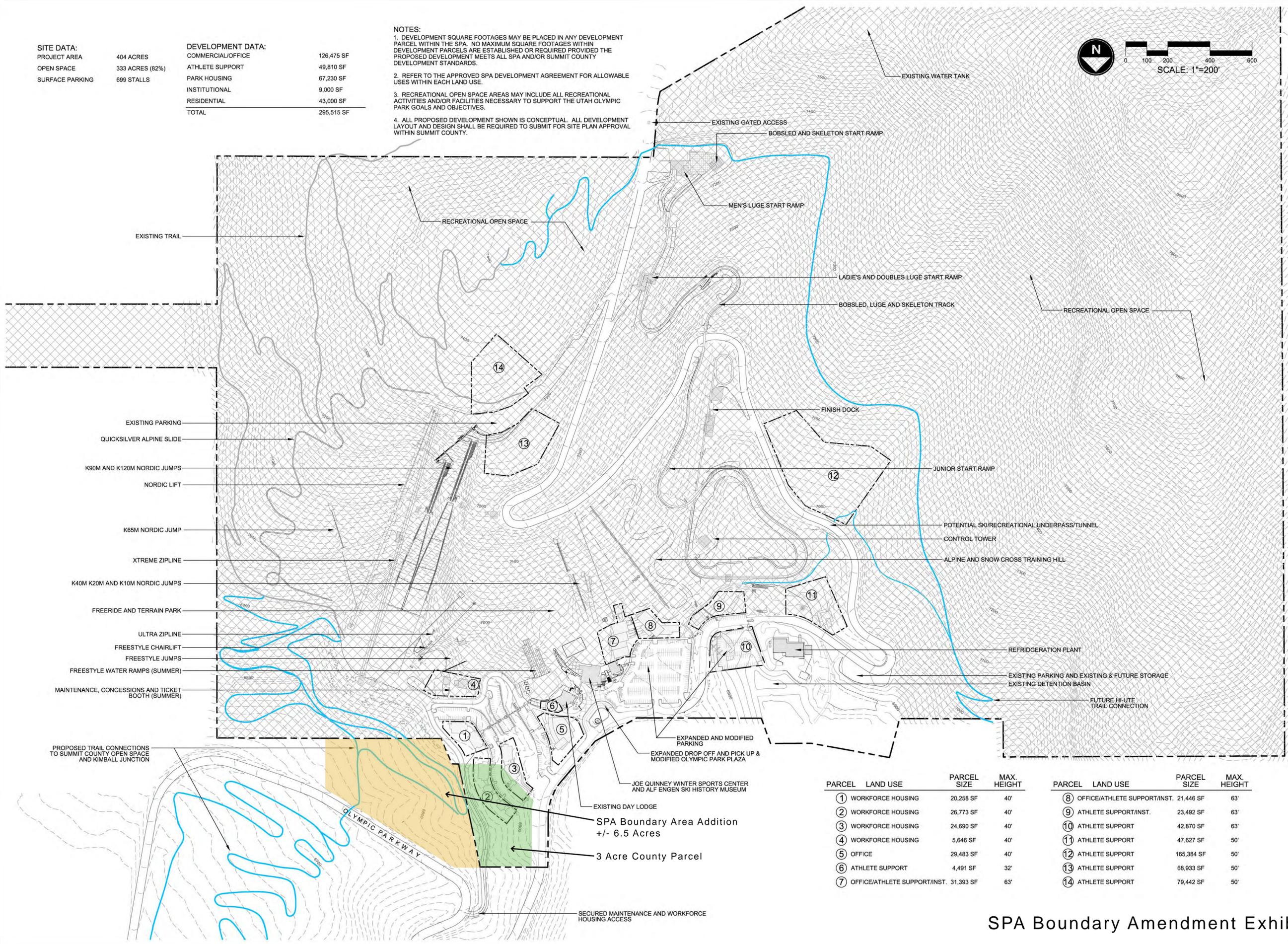
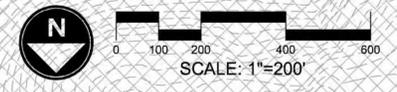
Enhancements include:

Provide and Program mass transit including Olympic Park Shuttles and Park City Bus Routes.

All new Buildings will be constructed to a minimum of Energy Star 2011 building standards.

SITE DATA:		DEVELOPMENT DATA:	
PROJECT AREA	404 ACRES	COMMERCIAL/OFFICE	126,475 SF
OPEN SPACE	333 ACRES (82%)	ATHLETE SUPPORT	49,810 SF
SURFACE PARKING	699 STALLS	PARK HOUSING	67,230 SF
		INSTITUTIONAL	9,000 SF
		RESIDENTIAL	43,000 SF
		TOTAL	295,515 SF

NOTES:
 1. DEVELOPMENT SQUARE FOOTAGES MAY BE PLACED IN ANY DEVELOPMENT PARCEL WITHIN THE SPA. NO MAXIMUM SQUARE FOOTAGES WITHIN DEVELOPMENT PARCELS ARE ESTABLISHED OR REQUIRED PROVIDED THE PROPOSED DEVELOPMENT MEETS ALL SPA AND/OR SUMMIT COUNTY DEVELOPMENT STANDARDS.
 2. REFER TO THE APPROVED SPA DEVELOPMENT AGREEMENT FOR ALLOWABLE USES WITHIN EACH LAND USE.
 3. RECREATIONAL OPEN SPACE AREAS MAY INCLUDE ALL RECREATIONAL ACTIVITIES AND/OR FACILITIES NECESSARY TO SUPPORT THE UTAH OLYMPIC PARK GOALS AND OBJECTIVES.
 4. ALL PROPOSED DEVELOPMENT SHOWN IS CONCEPTUAL. ALL DEVELOPMENT LAYOUT AND DESIGN SHALL BE REQUIRED TO SUBMIT FOR SITE PLAN APPROVAL WITHIN SUMMIT COUNTY.



UTAH OLYMPIC PARK
SPA SUBMITTAL

SUMMIT COUNTY, UTAH

PREPARED FOR:
 UTAH ATHLETIC FOUNDATION
 P.O. BOX 880337
 PARK CITY, UTAH 84098
 435-658-4200



DATE:	JULY 22, 2011
PROJECT:	000.0000.00
DRAWN BY:	EL
REVIEW BY:	EL
VERSION:	SPA SUBMITTAL
REVISIONS:	

SHEET TITLE:
MASTER PLAN

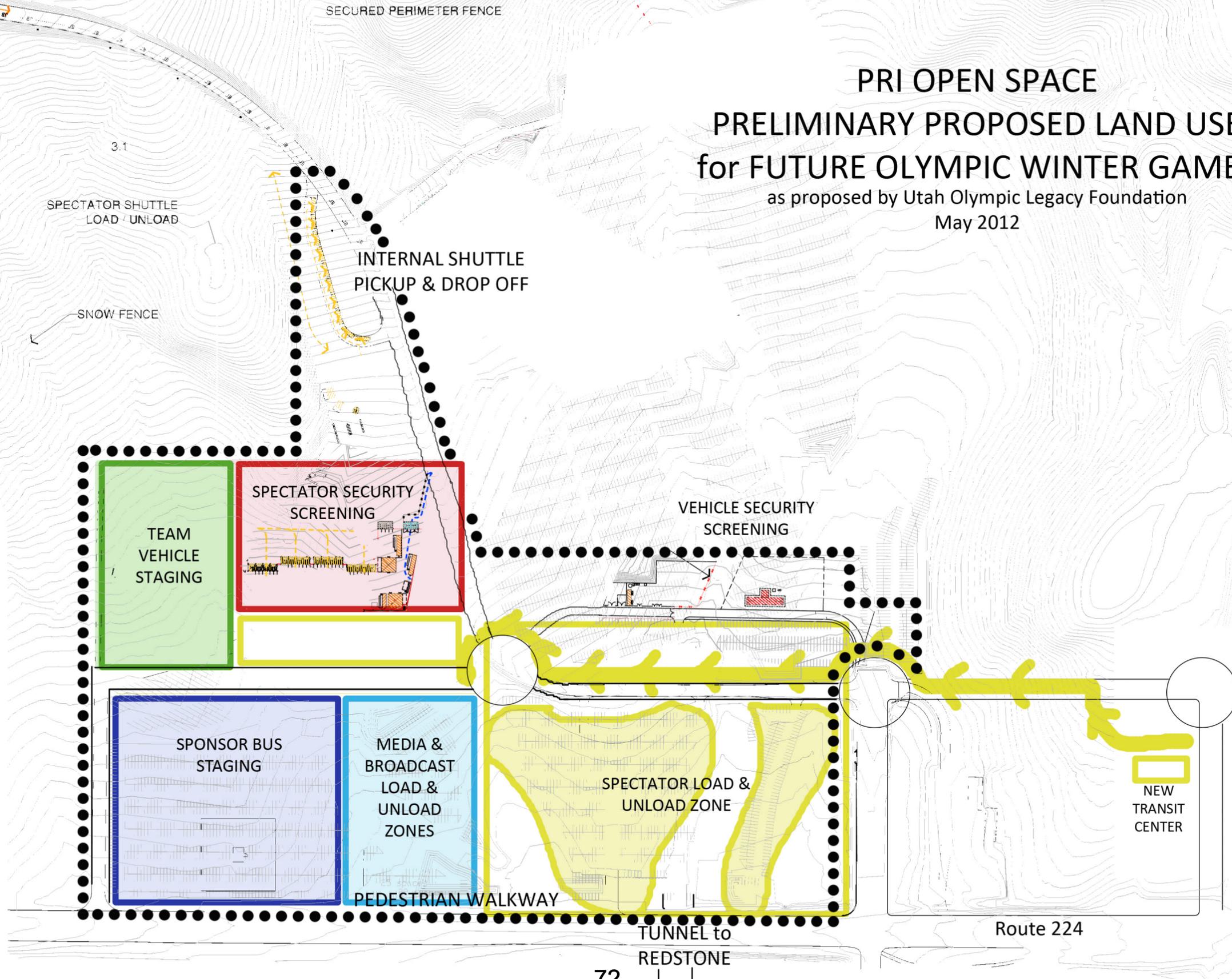
SHEET NUMBER:
5B

PARCEL	LAND USE	PARCEL SIZE	MAX. HEIGHT	PARCEL	LAND USE	PARCEL SIZE	MAX. HEIGHT
①	WORKFORCE HOUSING	20,258 SF	40'	⑧	OFFICE/ATHLETE SUPPORT/INST.	21,446 SF	63'
②	WORKFORCE HOUSING	26,773 SF	40'	⑨	ATHLETE SUPPORT/INST.	23,492 SF	63'
③	WORKFORCE HOUSING	24,690 SF	40'	⑩	ATHLETE SUPPORT	42,870 SF	63'
④	WORKFORCE HOUSING	5,646 SF	40'	⑪	ATHLETE SUPPORT	47,627 SF	50'
⑤	OFFICE	29,483 SF	40'	⑫	ATHLETE SUPPORT	165,384 SF	50'
⑥	ATHLETE SUPPORT	4,491 SF	32'	⑬	ATHLETE SUPPORT	68,933 SF	50'
⑦	OFFICE/ATHLETE SUPPORT/INST.	31,393 SF	63'	⑭	ATHLETE SUPPORT	79,442 SF	50'

SPA Boundary Amendment Exhibit

PRI OPEN SPACE PRELIMINARY PROPOSED LAND USE for FUTURE OLYMPIC WINTER GAMES

as proposed by Utah Olympic Legacy Foundation
May 2012



SALT LAKE ORGANIZING COMMITTEE
FOR THE
OLYMPIC WINTER GAMES OF 2002
299 South Main Street, Suite 1300
Salt Lake City, Utah 84111
801.212.2002

THIS DOCUMENT IS THE PROPERTY OF THE SALT LAKE ORGANIZING COMMITTEE FOR THE OLYMPIC WINTER GAMES OF 2002. ALL SMALL RIGHTS RESERVED. NO WHOLE OR PART WITHOUT EXPRESS WRITTEN AUTHORIZATION OF S.L.O.C. ©COPYRIGHT 2001 SALT LAKE ORGANIZING COMMITTEE

VENUE MANAGEMENT PLAN
BOBSLEIGH/LUGE & SKI JUMP AREA
AT UTAH OLYMPIC PARK
Bobsleigh · Luge · Ski Jumping · Nordic Combined
Park City · Utah

SEAL
DATE:
OCTOBER 31, 2001
REVISIONS:
PUB. SET NO. 10
DRAWING:
SPECTATOR
AREA PLAN
SHEET NO.
A-2.0

NOTE: THIS VENUE DRAWING IS PRELIMINARY AND IS SUBJECT TO ADDITIONAL REVISIONS AND UPDATES THROUGH THE GAMES PERIOD. ISSUE DATE: OCT. 31, 2001



**BEFORE THE SNYDERVILLE BASIN PLANNING COMMISSION
OF SUMMIT COUNTY, UTAH**

In Re: THE APPLICATION FOR THE UTAH OLYMPIC PARK SPECIALLY PLANNED AREA AND DEVELOPMENT AGREEMENT	FINDINGS OF FACT, CONCLUSIONS OF LAW AND CONDITIONS OF APPROVAL.
--	---

THIS MATTER came before the Snyderville Basin Planning Commission of Summit County, Utah ("SBPC") for discussion on October 25, 2011 with public hearings being held on , November 29, 2011, December 20, 2011, and January 24, 2012 pursuant to the provisions of the Snyderville Basin Development Code and Utah Code.

Utah Olympic Park ("UOP") was represented by Colin Hilton its Director. The Staff Report was presented by Adryan Slaght, County Planner.

Both the applicant, UOP and the Planning Staff presented evidence and materials by way of statements and documents for consideration by the SBPC. Following the conclusion of the public hearing on January 24, 2012, the SBPC voted to forward a positive recommendation to the Summit County Council on the Specially Planned Area (SPA) Rezone and SPA Plan with the condition that the SPA Plan and Development Agreement implementing the plan be returned to the SBPC for finalization pursuant to §10-3-11(c)(4) of the Snyderville Basin Development Code ("Code"). The Summit County Council met and heard the matter on February 29, 2012 and March 14, 2012, and following the public hearing on March 14, 2012 voted to approve the SPA Rezone and SPA plan subject to finalization of the Development Agreement implementing the

plan.

On November 13, 2012 and November 27, 2012, the SBPC reviewed the proposed Development Agreement and on November 13, 2012 held a public hearing which hearing was continued to December 11, 2012. On December 18, 2012 after further deliberation and discussion and having considered the information presented to it by all interested parties and the entire record relating to this issue, the SBPC rendered its decision adopting a Motion to forward a position recommendation to the Summit County Council for approval of the Development Agreement based upon the adoption of these Findings of Fact and Conclusions of Law. The Motion passed _____.

In support of that decision, the SBPC hereby adopts the following findings of fact and conclusions of law:

FINDINGS OF FACT

1. The proposed project and Development Agreement conforms to all goals, objectives and policies of the General Plan and Land Use Plan Maps.
2. The proposed project and Development Agreement conforms to all relevant provisions of the Snyderville Basin Development Code and the Utah Code.
3. The proposed project and Development Agreement is compatible with the appropriate social, cultural, rural, mountain and natural resource characteristics of the Snyderville Basin.
4. The proposed project as implemented by the Development Agreement is in sufficient compliance with the criteria established in §10-2-12 of the Snyderville Basin Development Code to merit an increase in density and differentiation of uses as proposed.

5. All development allowed by the SPA plan and Development Agreement complies with appropriate concurrency management provisions of the Code and the appropriate infrastructure and level of service standards of the Code or as modified by the Development Agreement and SPA plan.

6. The applicant UOP has agreed, where appropriate, to contribute or provide all capital improvements and facilities necessary to mitigate the impacts of the project on the County and its special districts.

7. As required for a resort center, UOP has presented a report detailing the significant economic enhancements and tax base for the County.

8. The project as implemented by the Development Agreement will not generate unacceptable construction management impacts and has detailed appropriate mitigation measures within the Development Agreement and plan.

9. The development approved by the SPA plan and implemented by the Development Agreement meets or exceeds development quality and aesthetic objectives of the General Plan and Code as evidence by the Architectural and Design Guidelines in Exhibit D of the Development Agreement.

10. The SPA plan and development is consistent with the goal of orderly growth and by allowing a possible thirty (30) year build out period in the Development Agreement, will not overly burden or impact public infrastructure within the Snyderville Basin.

11. The SPA plan as implemented by the Development Agreement includes appropriate measures to protect wildlife, public health, safety, and welfare, and open space, and to avoid impacts to neighboring properties and mitigate or abate nuisances which may be created

by the development.

12. The SPA plan and Development Agreement provide benefits to the general public that would not otherwise occur under the literal application of the Code or existing zone districts.

13. The SPA plan and Development Agreement have been designed to avoid ridgeline encroachment and to the extent possible, viewshed impacts from Designated Roadways consistent with §10-4-3 of the Code and does not propose any development in the Ridgeline Setback area.

BASED on the totality of facts and circumstances presented by the evidence and the entire record considered as part of the decision regarding this application, the Snyderville Basin Planning Commission adopts the following Conclusions of Law.

CONCLUSIONS OF LAW.

1. The project meets the criteria of Summit County Code §10-7-4 for a rezone to a Resort Center designation and §10-3-3 for the Specially Planned Area development process and approval.

2. The Development provides significant benefits to the community which justify the use of a Specially Planned Area process and which mitigates the impacts of the Development.

3. The Developer has requested a permanent property tax waiver for the project. Such a waiver cannot be granted in a Development Agreement under existing law. However, as a policy statement, the SBPC would encourage the Board of Equalization to consider and grant property tax exemptions for UOP development projects as they may be requested. Any request for exemption by a private for profit developer, however, should be considered under the law on

its merits.

4. The Developer has requested that all development and permitting fees be waived or substantially limited for UOP projects including those of for profit developers. The grant of fee waivers under existing regulations is a function of the County Manager as legislated by the Summit County Council. Any decision to grant permanent fee waivers or limitations must be made by them. However, as a policy statement, the SBPC believes that the non-profit projects of UOP should be considered for and granted waivers or limited fees on development applications. All other fees should remain in effect.

5. The Developer has requested that all impact fees whether imposed by Summit County or any of its special districts, should be waived and that the impact fees for the for-profit developments should be discounted by 50%. As a matter of law, under the Impact Fees Act as contained within Title 11, Chapter 36a, a waiver may only be granted for the low income housing component of the plan and only if the Impact Fee Ordinance adopting the fee allows for such exemption. As a result, the SBPC believes that the waivers requested by the Developer cannot be granted as requested and that the language in Section 6.2 of the Development Agreement should remain as drafted. However, as a matter of policy, it would encourage the appropriate agency to work with UOP on the non-profit developments to the maximum extent possible in reducing the fees recognizing that any waivers or reductions must also be accompanied by findings of where and how the loss of fees will be made up or replaced and how the level of service on which the fee is based will be impacted or addressed.

6. The Developer has requested that in the event the UOP is in or made part of the Transit District, that the transit district fee payments as assessed on businesses be waived

entirely for the non-profit development and be reduced to 50% for the for-profit development.

Under the provisions of Summit County Code, Title 2, Chapter 7, the Transit District Board and the Summit County Manager have authority over setting rates, fees and other revenues and as a result are the body which can grant any waivers or discounts. As a result, it is inappropriate for the SBPC to establish within the Development Agreement any fixed waivers or discounts.

However, as a matter of policy, the SBPC would encourage to the extent possible, the waiver of fees for the non-profit development, but believes the for profit development should be subject to any fees imposed by the District.

7. (ANY OTHERS?)

CONDITIONS OF APPROVAL

BASED UPON the above Findings of Fact and Conclusions of Law, the SBPC is forwarding a positive recommendation to the Summit County Council to approve the Development Agreement with the following conditions:

1. That the Summit County Council review the policy statements included in the Conclusion of Law and to the best of their ability, work with the Developer on any fee waivers or reductions.

2. That the Developer..... (ANY OTHER CONDITIONS?)

DATED this ___ day of December, 2012

SNYDERVILLE BASIN PLANNING COMMISSION

BY: _____
Bruce Taylor, Chair

Commissioner Barnes voted: _____
Commissioner DeFord voted: _____
Commissioner Franklin voted: _____
Commissioner Klingenstein voted: _____
Commissioner Lawson voted: _____
Commissioner Valardi voted: _____



November 27, 2012

Additional Information dated December 11, 2012 shown in orange

Response to Questions and Comments about the Development Agreement

Questions are shown in *Italics*. Response follows:

ARCHITECTURAL DESIGN GUIDELINES:

EXHIBIT D.1 (Incorporation of both styles) – Do all buildings have to be hybrids or can one building be more traditional and another less traditional?

The intent is to combine the aesthetics of the existing buildings in the design of the new buildings.

EXHIBIT D.2 (Each new building should have an architectural...) – if there are 14 dorm buildings, does it mean each building should have a distinct architectural concept? Maybe say “each occupancy use” instead of “building” if we want housing to look alike?

The intent is to create a greater interest in the architecture. See change to : **“new building or combination of buildings”**

EXHIBIT D.2 (General Guidelines) – Buildings should be designed to provide... Does this mean that image is identifiable for the rest of the phase or the project?

This was intended to create a more cohesive project.

EXHIBIT D.2 (General Guidelines) – All buildings should relate visually... Does this mean that image is identifiable for the rest of the phase or the project?

It means that the buildings in the project should relate visually. It doesn't mean that they are to be exact copies or exactly the same.

What hopefully will happen is that the common theme of materials will tie the separate buildings together into a new identity, and simultaneously allow for variety in building mass and form.

EXHIBIT D.2 (General Guidelines) – Encouraged architectural qualities... Add “adherence to minimal visual impact to Kimball Junction.” These should include lighting, use of reflective materials, overall “looming” appearance over Kimball Junction.

Our first meetings with the Planning Commission resulted in a request to provide a greater presence to Kimball Junction. If this Commission wants less visibility that can be added. See addition of: **“Minimize visual impact to Kimball Junction”**

EXHIBIT D.3 (Height and Mass) – A structure that dominates its environment is strongly discouraged. Strike “strongly discouraged” and state “prohibited.”

See change to: **“prohibited”**

EXHIBIT D.3 (Height and Mass) – The mass of a larger building should be broken down... Does this mean into separate buildings or the illusion of looking like separate buildings?

That should be up to the Architect based on the program requirements of the building. Reference design images submitted.

Understanding that the goal is to give the design architects and reviewing agency clear direction, I would say that there is no reason to create a visual illusion of separate buildings. The layout of the project with its change in terrain and form for building pads provides significant variety. It does dictate that the building have real changes in facade plane and roof heights. Listing specific dimensions for these changes in plane though will not guarantee good architecture and might in turn hinder the approval of a great design. I trust the Planning Staff and Planning Commission to have a clear dialogue about the design of each building.

EXHIBIT D.3 (Height and Mass) – Varying building heights/massing and setbacks... Since it is not a residential project and more of a mixed use, define the other uses and not just include the residential.

All this section is saying is to provide visual cues in the design that identify different uses. The two uses listed were merely listed as an example. Thus the use of “such as” in the sentence immediately before “offices and residential”.

EXHIBIT D.3 (Height and Mass) – Design buildings to step back and down... Strike “back and step down.”

See change: “**back and step down**”

EXHIBIT D.4 (Building Design) – Variety in building forms... On previous page it states uniformity and geometry, so coordinate the two pages.

There is no conflict between these two sections. “Clean, simple, geometric forms” can have “variety”.

I would consider additional language or modifications from the planning commission for this section.

EXHIBIT D.4 (Building Design) – Facades with a high level of visual interest... Is it on site only or Kimball Junction? Add “on site” or “distance” to define it better.

It is intended to be on site, since there is an intention to diminish the visual impression from Kimball Junction. See addition of: “**on site**”

EXHIBIT D.4 (Building Design) – Long building facades should be broken up... Everything up to this point is not allowing them, so why is it even mentioned in this bullet?

It provides another tool and is specific. No changes made.

The reason for this is to ultimately allow some options for a potential building such as a bobsled and luge start house training facility. It will be a long narrow building by its nature, but it could also be very expressive by using some of the ideas developed for the Olympics with the buildings being machines of sport.

EXHIBIT D.4 (Building Design) – *Rear and side wall elevations...* Strike “rear and sidewall” and state “all building facades should provide building offsets.”

See change: “**All building facades should provide building offsets.**”

EXHIBIT D.5 (Roofs) - *Rooflines of business park buildings should...* Strike this sentence.

See change: “~~Rooflines of business park buildings should include variations to avoid long, continuous planes.~~”

EXHIBIT D.5 (Roofs) - *Roofs should also be interesting when seen... Is this even necessary since the ski jump and runs are the only ones on higher elevations?*

The park has multiple reasons to include this portion on roofs. Summer visitors go to the upper parts of the park to use recreation amenities. The added trail connections will provide hikers and bikers with views to the development and future TV broadcasts will be part of the park’s future.

Additional language requiring interesting roof forms could be added if deemed necessary.

EXHIBIT D.5 (Roofs) - *Rooftop equipment should be screened from view... It should state “shall” not “should.”*

See change: “**shall**”

EXHIBIT D.5 (Roofs) – *Building orientations and shading design... It should state “shall minimize” not “should.” Rooflines of business park buildings should...* Strike this sentence.

Requiring minimization is too vague and in many instances may not be possible on this site. Sentence has been struck.

Respectfully Submitted,



Craig Elliott, AIA

**UTAH OLYMPIC PARK
NOTABLE ECONOMIC IMPACTS TO SUMMIT COUNTY
(DRAFT DATA AS OF DECEMBER 5, 2012)**

The follow categories and data points have been provided to an objective third party financial analyst to assist the Utah Olympic Legacy Foundation in reporting on both current and projected notable economic impacts & measurable benefits of the Utah Olympic Park to Summit County.

1. PROPERTY TAX

Current: Utah Olympic Park currently has no property tax obligations as a registered 501(c)(3) entity.

Future: New “for-profit tenants” will generate full and applicable Summit County property tax revenues. It is estimated that 194,125 square feet of a total of 295,515 square feet will generate property taxes. A rough estimate (verification TBD) of total tax collections on 194,125 square feet of commercial buildings is forecasted to range between \$300,000-\$450,000 in new, annual tax revenues.

2. SALES TAX

Current: With total current UOP retail and concession sales of \$472,744 (most recent actual) from October 2011-September 2012, Utah Olympic Park generated \$29,195 in sales tax.

Future:

- a) Over time, we envision increased Utah Olympic Park retail & concession sales due to increased activity at the Park. This will result in increased sales tax revenues. We are optimistic on our potential to double this figure.
- b) New for-profit tenants will generate additional sales tax at a rate still undetermined.

3. LOCAL EMPLOYMENT & FUTURE JOB CREATION

Current:

- a) The Utah Olympic Legacy Foundation currently employs 162 employees at Utah Olympic Park. This makes Utah Olympic Park one of the top 15 largest employers in Summit County. Additionally during our busy summer months, Utah Olympic Park employs as many as 230 employees, many of whom are local high school and college students.
- b) Of the above employees, approximately 55% reside in Summit County in winter months and approximately 64% in summer months.

Future: New jobs within tenant buildings will create increased employment opportunities for Summit County residents.

4. DIRECT SPENDING within SUMMIT COUNTY

Current: Utah Olympic Park and the Utah Olympic Legacy Foundation directly spend approximately \$1 million dollars to vendors and service providers within Summit County zip codes per year. Such expenditures include purchase of building and maintenance materials,

vehicle repair and servicing, fuel, media advertising, and use of numerous local contractors and service providers.

Future: In addition to the above spending, new Utah Olympic Park tenants will generate additional direct spending to Summit County vendors and businesses through:

- a) Initial Construction and future ongoing Occupancy Expenses
- b) New Tenant Employee Spending in Local Businesses
- c) Increased Visitor & Patron Spending

5. Events & Visiting Athlete Impacts

Per the attached tables showing annual sporting event competitions at Utah Olympic Park, visiting athletes, coaches, team support, broadcast and print media, and related spectators constitute a remarkable amount of hotel/lodging room nights and local spending due to Utah Olympic Park's hosting of these events.

Summarizing the cumulative data of individual events on the attached tables shows an impressive fiscal year 2013 (May 1, 2012 – April 30, 2013) including:

- a) Over 1,600 unique athletes, coaches, officials, media, and family visitations
- b) Over 8,500 room nights of lodging
- c) Over 25,000 meals
- d) An estimated direct spending figure of over \$1.8 million

These estimates are solely event-related. Figures representing athlete training impacts outside of competitive events is a data point still to be determined.

UTAH OLYMPIC PARK PRELIMINARY ECONOMIC IMPACT DATA

DATES	EVENT	FORMAT & COMMUNITY OPPORTUNITIES	MEDIA EXPOSURE	Official Participants ¹		Media ²		Spectators & Family ³		TOTAL AVG ATTENDANCE	TOTAL EVENT ROOM NIGHTS	AVG TOTAL MEALS (3 meals/day)	AVG SPENDING PER PERSON PER DAY	ECONOMIC IMPACT
				AVG ATTENDANCE	AVG LENGTH OF STAY	AVG ATTENDANCE	AVG LENGTH OF STAY	AVG ATTENDANCE	AVG LENGTH OF STAY					
FISCAL YEAR 2011														
Jul 31, 2010	Ski Jumping & Nordic Combined Springer Tournee, Festival of Flight, & 2010 Olympic Heroes	Participants are responsible for purchasing their own lodging and meals during their stay in the Park City area. Free to the public.	Local, Regional	80	4	4	2	60	4	144	568	1704	\$175	\$99,400
Nov 8-14, 2010	Bobsled & Skeleton Double America's Cup	Participants are responsible for purchasing their own lodging and meals during their stay in the Park City area. Free to the public.	Local, National, International	275	5.5	10	2	10	3	295	1562.5	4687.5	\$175	\$273,438
Dec 6-11, 2010	Bobsled & Skeleton World Cup	Participants are responsible for purchasing their own lodging and meals during their stay in the Park City area. Free to the public.	Local, National, International (plus International TV)	300	5.5	40	6	20	3	360	1950	5850	\$275	\$536,250
Dec 12-18, 2010	Luge World Cup	Utah Olympic Park and event organizers are responsible to pay a stipend to participants for lodging and meals during their stay in the Park City area. Free to the public.	Local, National, International (plus International TV)	200	5.5	40	6	20	2	260	1380	4140	\$275	\$379,500
Dec 9-12, 2010	Men's Nordic Combined Continental Cup	Utah Olympic Park and event organizers are responsible to pay a stipend to participants for lodging and meals during their stay in the Park City area. Free to the public.	Local, National, International	90	4	10	2	30	2	130	440	1320	\$275	\$121,000
Jan 31 – Feb 6, 2011	Bobsled & Skeleton Junior World Championships	Participants are responsible for purchasing their own lodging and meals during their stay in the Park City area. Free to the public.	Local, National, International	150	5.5	10	3	20	3	180	915	2745	\$275	\$251,625
TOTALS	6 Events			1095	30	114	21	160	17	1369	6815.5	20446.5		\$1,661,213

¹ Includes Athletes, Coaches, and Team Support

² Includes only non-local media with overnight stays in Summit County

³ Includes non-local spectators and families with overnight stays in Summit County

UTAH OLYMPIC PARK PRELIMINARY ECONOMIC IMPACT DATA

DATES	EVENT	FORMAT & COMMUNITY OPPORTUNITIES	MEDIA EXPOSURE	Official Participants ¹		Media ²		Spectators & Family ³		TOTAL AVG ATTENDANCE	TOTAL EVENT ROOM NIGHTS	AVG TOTAL MEALS (3 meals/day)	AVG SPENDING PER PERSON PER DAY	ECONOMIC IMPACT
				AVG ATTENDANCE	AVG LENGTH OF STAY	AVG ATTENDANCE	AVG LENGTH OF STAY	AVG ATTENDANCE	AVG LENGTH OF STAY					
FISCAL YEAR 2012														
Jul 27-30, 2011	Ski Jumping & Nordic Combined Springer Tournee & Festival of Flight	Competitors and their families are responsible for purchasing their own lodging and meals during their stay in the Park City area. <i>Free to the public.</i>	Local, Regional	80	4	10	2	60	4	150	580	1740	\$175	101500
Nov 7-12, 2011	Bobsled & Skeleton Double America's Cup	Participants are responsible for purchasing their own lodging and meals during their stay in the Park City area. <i>Free to the public.</i>	Local, National, International	275	5.5	10	2	10	3	295	1562.5	4687.5	\$175	273437.5
Nov 17-23, 2011	Luge Junior World Cup	Participants are responsible for purchasing their own lodging and meals during their stay in the Park City area. <i>Free to the public.</i>	Local, National, International	125	4.5	12	5	30	3	167	712.5	2137.5	\$175	124687.5
Dec 7-11, 2011	Men's Nordic Combined Continental Cup	Utah Olympic Park and event organizers will be responsible for paying a stipend to participants to pay for lodging and meals during their stay in the Park City area.	Local, National, International	90	4	10	2	30	2	130	440	1320	\$275	121000
Feb 7-12, 2012	Skeleton Double Intercontinental Cup	Participants are responsible for purchasing their own lodging and meals during their stay in the Park City area. <i>Free to the public.</i>	Local, National, International	90	4.5	6	2	10	3	106	447	1341	\$275	122925
Mar 2012 (TBD)	Nordic Ski Jumping Junior Olympics	Participants are responsible for purchasing their own lodging and meals during their stay in the Park City area. <i>Free to the public.</i>	Local, National, International	80	4	10	2	30	4	120		1380	\$275	126500
TOTALS	6 Events			740	26.5	58	15	170	19	968	3742	12606		\$870,050

¹ Includes Athletes, Coaches, and Team Support

² Includes only non-local media with overnight stays in Summit County

³ Includes non-local spectators and families with overnight stays in Summit County

UTAH OLYMPIC PARK PRELIMINARY ECONOMIC IMPACT DATA

DATES	EVENT	FORMAT & COMMUNITY OPPORTUNITIES	MEDIA EXPOSURE	Official Participants ¹		Media ²		Spectators & Family ³		TOTAL AVG ATTENDANCE	TOTAL EVENT ROOM NIGHTS	AVG TOTAL MEALS (3 meals/day)	AVG SPENDING PER PERSON PER DAY	ECONOMIC IMPACT
				AVG ATTENDANCE	AVG LENGTH OF STAY	AVG ATTENDANCE	AVG LENGTH OF STAY	AVG ATTENDANCE	AVG LENGTH OF STAY					
FISCAL YEAR 2013														
July 2012	Ski Jumping & Nordic Combined Springer Tournee & U.S. Nationals	Participants are responsible for purchasing their own lodging and meals during their stay in the Park City area. <i>Free to the public.</i>	Local, Regional	112	4.5	10	2	60	4	182	764	2292	\$175	\$133,700
Oct 28- Nov 4, 2012	Bobsled International Driving School	Participants are responsible for purchasing their own lodging and meals during their stay in the Park City area. <i>Free to the public.</i>	Local	90	9	0	0	0	0	90	810	2430	\$175	\$141,750
Nov 4-11, 2012	Bobsled & Skeleton Double America's Cup	Participants are responsible for purchasing their own lodging and meals during their stay in the Park City area. <i>Free to the public.</i>	Local, National, International (plus TV)	275	5.5	10	2	10	3	295	1562.5	4687.5	\$175	\$273,438
Nov 11-17, 2012	Bobsled & Skeleton World Cup	Participants are responsible for purchasing their own lodging and meals during their stay in the Park City area. <i>Free to the public.</i>	Local, National, International (plus TV)	300	5.5	40	6	30	3	370	1980	5940	\$175	\$346,500
Dec 3-8, 2012	Bobsled & Skeleton Inter-Continental Cup	Participants are responsible for purchasing their own lodging and meals during their stay in the Park City area. <i>Free to the public.</i>	Local, National, International (plus International TV)	90	4.5	6	2	10	3	106	447	1341	\$275	\$122,925
Dec 15-19 2012	Mens Ski Jumping Continental Cup	Utah Olympic Park and event organizers are responsible to pay a stipend to participants for lodging and meals during their stay in the Park City area. <i>Free to the public.</i>	Local, National, International	90	4.5	10	2	30	2	130	485	1455	\$275	\$133,375
Jan 2013	Ski Jumping & Nordic Combined World Junior Qualifier (1)	Participants are responsible for purchasing their own lodging and meals during their stay in the Park City area. <i>Free to the public.</i>	Local, Regional, National	50	3.5	4	2	20	2	74	223	669	\$275	\$61,325
Jan 4-16, 2013	Luge Junior World Championship	Participants are responsible for purchasing their own lodging and meals during their stay in the Park City area. <i>Free to the public.</i>	Local, National, International	125	12	10	4	20	2	155	1580	4740	\$275	\$434,500
Jan. 9-13, 2013	Ski Jumping & Nordic Combined Junior National Qualifier (2)	Participants are responsible for purchasing their own lodging and meals during their stay in the Park City area. <i>Free to the public.</i>	Local, National	80	3.5	4	2	20	2	104	328	984	\$275	\$90,200

¹ Includes Athletes, Coaches, and Team Support

² Includes only non-local media with overnight stays in Summit County

³ Includes non-local spectators and families with overnight stays in Summit County

UTAH OLYMPIC PARK PRELIMINARY ECONOMIC IMPACT DATA

Feb 1-3, 2013	<i>Ski Jumping & Nordic Combined</i> Junior National Qualifier (3)	Participants are responsible for purchasing their own lodging and meals during their stay in the Park City area. <i>Free to the public.</i>	Local, National	80	3.5	4	2	20	2	104	328	984	\$275	\$90,200
TOTALS	10 EVENTS			1,292	56	98	24	220	23	1,610	8,508	25,523		\$1,827,913

¹ Includes Athletes, Coaches, and Team Support

² Includes only non-local media with overnight stays in Summit County

³ Includes non-local spectators and families with overnight stays in Summit County

Snyderville Basin Planning Commission
 Regular Meeting
 November 13, 2012
 Page 20 of 30

cannot control special events, and there is no transportation plan or traffic study to understand how the applicant would manage parking for those events.

- 2. The use is detrimental to public health, safety, and welfare due to problems with the water right and water quality; there is no information that clearly demonstrates that there is a water right that is convertible and water quality provisions can be met; and because the use has a detrimental impact on the neighbors and the character of the neighborhood.**
- 3. The use is not compatible with the existing neighborhood character and will adversely affect surrounding land uses as it has been clearly demonstrated through testimony at the public hearing that there are traffic and transportation issues and that the road cannot be improved and cannot be safely used to access this use.**
- 4. These particular issues cannot be mitigated by conditions as the road cannot be upgraded under the easement which requires that it remain in its current state.**

The motion was seconded by Commissioner Lawson and passed by a vote of 5 to 1, with Commissioners DeFord, Franklin, Klingenstein, Lawson, and Taylor voting in favor of the motion and Commissioner Velarde voting against the motion.

Commissioner Velarde stated that, if they are dealing with just the five findings before them, she believes Staff has told them that this is compatible and meets the County Code. The fact that no one else in the neighborhood is operating one is not enough to stand on. She believed Director Sargent had articulated clearly that this is an appropriate place for a bed and breakfast, and that is the only point she thinks holds water. If the road is not their business, it is not their business. That is why she voted against the motion.

- 5. Public hearing and possible action regarding a Development Agreement associated with the Utah Olympic Park Specially Planned Area, 3419 Olympic Parkway, Park City; Colin Hilton on behalf of Utah Athletic Foundation, applicant – Amir Caus, County Planner**

Chair Taylor stated that several of the Commissioners are concerned that they received the development agreement this morning and did not get a fair chance to review it. It is their opinion that the community has come up on the short end of development agreements recently, and although they want to receive a presentation this evening, he wanted the applicant to know that they will probably continue this item with no action until they have had a fair chance to review it.

Planner Caus presented the staff report and explained that the SPA approval for the Olympic Park was for 295,000 square feet of development, with 67,000 square feet of athlete workforce housing, 40,000 square feet of sports medicine facility, expansion of the existing day lodge, construction of additional lots and athlete space, and three

Snyderville Basin Planning Commission

Regular Meeting

November 13, 2012

Page 21 of 30

residential development parcels on 401 acres. Approximately 82% will be left in open space. This meeting was noticed as a public hearing, and Staff has received no comments. The zoning is Resort Center. Issues previously discussed with the Planning Commission included the function of the proposed athlete housing, discouragement of private automobiles accessing the site, lighting, architecture, location of proposed buildings and impacts on the viewshed, community benefits, value of the Olympic Park to the community, merits of long-range planning for the Olympic Park, transportation impacts, and a possible ski lift. He noted that a number of exhibits in the proposed development agreement were approved as part of the preliminary plan, and signage is a new item in the exhibits. Planner Caus stated that Staff particularly focused on Articles 5 and 6 of the development agreement and community benefits. He reported that they discussed transportation impacts with the Engineering Department, and Phase I of the development should not require level of service restrictions. When Phase II is proposed, the applicant will have to coordinate with the County and UDOT on transportation issues. No signage sizes were specified in the development agreement except for the 45-foot entrance sign, which includes changeable copy. The other signage would be monument signs for commercial entryways within the Olympic Park, which are proposed at 27 square feet. Another issue discussed during the SPA process was a property swap for affordable housing, and language is included that would call for the affordable housing to be placed lower to not create a visual impact. Staff recommended that the development agreement be forwarded to the County Council with a positive recommendation.

Chair Taylor disclosed that Colin Hilton, the applicant, met with Planning Commissioners on an individual basis to discuss a possible land swap, but there was no quorum present at any of those times. The Commissioners have visited the property that might come into play for the housing component rather than the one on the SPA site plan.

Colin Hilton, the applicant, explained that they are trying to memorialize the plans and concepts reviewed by the Planning Commission in the development agreement. He reviewed the reasons for proposing a SPA as a way to sustain the Olympic Park for the long term and not erode the endowment that currently sustains the Park. He explained that they are using the SPA as a tool to help master plan for the long term and stay in existence in perpetuity. He described the uses proposed for the SPA and noted that they would be clustered around the existing facilities. He stated that they are asking the County for assistance in reducing the fees and impacts they would incur in the normal processing of the SPA. He noted that they currently get a property tax exemption, but it is an annual approval process, and the uncertainty of whether that could be rescinded in the future does not help their financial planning. He stated that they are requesting a 20-year or 30-year commitment so they will know that property taxes will not become an issue for them some day. He stated that they would also appreciate any non-cash assistance the County can give them. If the Olympic Park goes out of business, he stated that local and State government would go into business to try to figure out what would happen to this facility. He noted that they are also required to get a mass gathering permit for large events, and he would like to memorialize the capacity of the Park so he does not have to itemize every event they do that is more than 500 people.

Snyderville Basin Planning Commission
Regular Meeting
November 13, 2012
Page 22 of 30

Ms. Brackin noted that one Planning Commissioner sent an e-mail asking what she would like the Planning Commission to address in the development agreement, and she did not get an opportunity to respond with a list of items. She explained that she is particularly looking for input on Section 5.3, which relates to normal operating capacity without a mass gathering input, policy input on Section 5.4 regarding height exemptions, and input on Section 5.6 regarding property tax waivers. She explained that the applicant would have to ask the Board of Equalization for a tax exemption each year, even if the development agreement says the Olympic Park should get a tax exemption every year. She also asked for input on Section 6.3 that discusses use of the Boyer open space for future Olympic events with accompanying Exhibit I, Section 6.5 regarding expansion of the transportation district into the Olympic Park, and Section 10.5 regarding the duration of the agreement. She explained that development agreements are normally for 5 years with a 5-year extension, and the developer is asking for 10 years with a 10-year extension. **Commissioner Klingenstein** verified with Ms. Brackin that the Planning Commission will make policy suggestions to the Council, and ultimately the Council will set the policy. Ms. Brackin stated that the Planning Commission should also look at Exhibit C, which is the land use and zoning chart, and the comprehensive sign plan. She noted that the existing Code no longer allows comprehensive sign plans, so the Planning Commission would have to make a special finding.

Chair Taylor opened the public hearing.

There was no public comment.

Chair Taylor continued the public hearing to December 11 at 6:00 p.m.

Commissioner DeFord noted that the Olympic Park has requested a number of waivers, but the County is currently experiencing a budget shortfall, and any money they do not bring in would place a burden on the County. He acknowledged that the Olympic Park provides a great public benefit and asked if there are metrics on the benefit and dollars that come into the County from the Olympic Park so they would know how much money the Olympic Park brings in. Mr. Hilton replied that they have not paid for an economic impact study, but they bring in about 2,000 room nights for events. He stated that the bulk of the financial impact comes from events and training of athletes who come into the community and stay in the lodging and spend money at the restaurants and shops. He recalled that they outlined in the SPA all the benefits the Olympic Park provides.

Commissioner DeFord stated that it would be nice to know fiscally that the County would not be giving money away if they waive the fees. Mr. Hilton explained that the only property tax exemptions would be for the buildings and operations the foundation runs. The for-profit groups would pay full property tax, so there would be property tax support through those entities. He explained that they are asking for waivers of development fees and traffic impact fees. He believed the County and the State could find some funds to pay for improvements, and he is asking for their partners in the Park to not have to contribute 100% to the traffic impact fees.

Snyderville Basin Planning Commission

Regular Meeting

November 13, 2012

Page 23 of 30

Ms. Brackin clarified that the County can only grant a waiver of impact fees to non-profits. She clarified that Mr. Hilton is referring to a 50% reduction of the transit district fees for the for-profits.

Chair Taylor asked for input regarding operating capacity. **Commissioner Klingenstein** asked if the County would inspect bleachers, tents, and other temporary structures for health, safety, and welfare reasons. Mr. Hilton replied that they would. **Commissioner DeFord** asked about lighting for events. Mr. Hilton replied that it would depend on the event, and most events would be in the daytime. **Commissioner DeFord** noted that the development agreement talks about lighting staying on until 11:00 p.m. Mr. Hilton explained that would only be for snowmaking and ice making operations. **Chair Taylor** asked if they could require a mass gathering permit for events that would require night lighting and not for daytime events. Mr. Hilton stated that they normally end the ski jump competitions at 8:00 p.m., but the Code allows them until 11:00 p.m. He stated that he could not think of another event they have done at night with the lights.

Chair Taylor asked for input on the height exemption. **Commissioner Klingenstein** stated that he does not have any visual information regarding the towers and has a hard time understanding what they are, because the language is so broad. Mr. Hilton explained that this language is similar to the Canyons SPA language to allow chair lift towers. **Commissioner Klingenstein** stated that he did not understand why Bear Hollow Drive is addressed in Section 5.5. Mr. Hilton explained that when the State built the Winter Sports Park, they built the access road up the back, and the ownership on the County records is the Utah Sports Authority. He is trying to give Bear Hollow Drive back to the County.

Chair Taylor asked if there are concerns about the property tax waiver request. **Commissioner DeFord** commented that the Planning Commission does not have any authority over that. Ms. Brackin explained that this is not a land use issue and is usually not included in a development agreement. The applicant has requested it, and it is up to the County Council to decide what they want to do. Even if the Council approves property tax waivers, the Board of Equalization must grant those waivers each year by State law, and it must be done year by year. Mr. Hilton explained that any time he can get something between his organization and the County that states intent, it helps. **Commissioner Klingenstein** stated that he supports the Olympic Park, but this is really a Council call. He wanted to be certain that all the facilities at the Olympic Park will pay transient room tax. Mr. Hilton replied that he would hope they would not have to pay TRT taxes on athlete room rentals. Ms. Brackin explained that if it is a monthly rental, TRT would not be required. If it is nightly or weekly rental, the Olympic Park will be required to collect sales tax and transient room tax. **Commissioner Velarde** stated that she believes there should be a philosophical discussion about this, because the Snyderville Basin has nothing going for it as far as an identification. They are working on a General Plan that identifies them as a mountain resort community, and nothing exemplifies that like the Olympic Park does. She believed anything they can do to help

Snyderville Basin Planning Commission

Regular Meeting

November 13, 2012

Page 24 of 30

the Olympic Park the way Park City does with Sundance would bring them international renown. She thought it would be stupid to not do whatever they can to support the Olympic Park. **Commissioner Klingenstein** explained that the Planning Commission is asking germane questions in the public interest, because the County cannot balance the budget and is in financial straits. They want to support economic development, but the County Council will make the decisions. He is asking questions he believes the Council will ask, because they have to face the taxpayers. He noted that Sundance provides a full fiscal impact analysis which shows the economic benefit in dollars and cents, and in this case they are working with anecdotal evidence. He commented that there are deficiencies throughout the County, and this applicant is requesting waivers of impact fees. This is bigger than just thinking this is great and doing it, because there are serious financial implications to each decision. He is supportive of this development agreement, but he does not want the County to go broke in the process so they end up with a tax increase. **Chair Taylor** summarized that they are interested in helping as much as they can, but they want to understand the impacts to the taxpayers. He stated that they want to be sure it is affordable and beneficial to the community.

Chair Taylor asked about using open space for future Olympic events. **Commissioner DeFord** stated that he understands the need for space for the Olympics, but he did not understand 6.3.2 regarding what the County would provide and how much money it would cost. Mr. Hilton explained that the intent is for the document to show that the County has agreed to support the planning of future games. He is not looking for money, but he hopes the County will provide planning support. He explained that he needs to be able to explain to officials he might work with to plan a future Olympics that this is an option and that the local government is behind it.

Chair Taylor requested input regarding expanding transit into the Park. Ms. Brackin clarified that the transit district currently charges the businesses to pay for the transit district. Mr. Hilton is saying that they would not protest expansion of transit service into the Park, but they are asking that for-profit businesses in the Olympic Park get a 50% discount on the transit fees. She explained that this is a policy call, and she was not certain it would be viable financially. Mr. Hilton stated that he is looking for waivers on both the transit district fee and the traffic impact fee as an incentive for businesses to partner with the Olympic Park and pay the Olympic Park a larger land lease payment. **Chair Taylor** stated that he would be willing to work with them on an initial waiver of an impact, but since the transit district will support those in the employee and athlete housing who will probably use the transit, he would want the for-profit partners to step up and pay their fair share at that point. **Commissioner Klingenstein** noted that the transit district fee is a yearly fee and asked if Mr. Hilton is asking for a 50% discount every year. Mr. Hilton replied that he is. Ms. Brackin clarified that transit fees are billed annually to local businesses, but the traffic impact fees are paid one time when someone comes in to build. Those can be waived for non-profits, but by State law, they cannot be waived for anything other than non-profits. **Commissioner DeFord** commented that, if the development agreement expires in 10 years, that waiver would no longer exist. He believed it would be hurtful if a business suddenly had to pay double what they were

Snyderville Basin Planning Commission

Regular Meeting

November 13, 2012

Page 25 of 30

paying. He believed the incentive for the Olympic Park is for people to be at the Olympic Park, not lowering transit fees. Ms. Brackin explained that the developer can challenge the reasonableness of traffic impact fees based on the use if they do not generate as many trips as the County believes they will. However, they cannot waive the impact fees, because under State law, the County has a capital facilities plan, and the fees must go toward that plan. Mr. Hilton explained that he is trying to think of any way he can to make it attractive for business partners to come into the Park and participate in a land lease that will keep the Park from going out of existence. **Commissioner Klingenstein** explained that the Planning Commission will support the Olympic Park in any way it can, but the policy makers have to balance a budget and make the final decision. He believed Mr. Hilton would have to be able to give the decision makers better information.

Steve Brown with the Utah Olympic Park explained that, because of their State structure, they are precluded from typical partnering structures with for-profit developers. The only way they can create an incentive for a developer to come to the Olympic Park is to reduce their up-front costs. Otherwise, a typical developer could not get financing. The intent is not to maximize a developer's profit margin, but to be able to attract for-profit partners to create offsetting revenues. **Commissioner DeFord** confirmed with Mr. Hilton that having world-class athletes at the Park is not enough to attract the partners they want. **Chair Taylor** commented that they need to offset the impacts of the non-profit efforts that have costs to them that are subsidized by the taxpayers, and they need to be sure it is not a total drain on the County's budget. Mr. Hilton recalled that the State built the Winter Sports Park with no local input, and he is trying to find creative ways with local government to make a financial operation work at the Winter Sports Park. He wants to long-term master plan this facility and find financial means to incentivize developers to pay sizeable land lease payments to help the Olympic Park's financial position without asking for money from local government and the State to stay in business.

Chair Taylor asked if there were concerns about the length of the agreement.

Commissioner Klingenstein replied that they need some kind of long-term security to pull this off. The Commissioners agreed with a 10-year development agreement with the ability to renew for another 10 years.

Chair Taylor asked if they want to continue with the comprehensive sign plan.

Commissioner Franklin stated that he did not want to see a changing sign at the bottom of the hill. **Commissioner Klingenstein** stated that he hopes this is the last SPA they will see in the Snyderville Basin, and he would be willing to allow some latitude for a sign plan to meet this SPA, but he could not agree with changeable copy signs. Planner Caus clarified that he is referring to a sign like the one at the roundabout in Park City. Mr. Hilton explained that he does not want an electronic sign. Planner Caus explained that the language is much the same as the new sign code, with the exception of the 45-square-foot changeable copy sign and banners on light poles which are proposed to be a little larger than the Code. **Commissioner Klingenstein** requested that the language regarding a changeable copy sign be clarified to state that it is not electronic, because he

Snyderville Basin Planning Commission
 Regular Meeting
 November 13, 2012
 Page 26 of 30

did not want any confusion. **Commissioner Franklin** stated that he could agree with a non-electric changeable copy sign.

Ms. Brackin asked if the Planning Commissioners could send Staff additional comments before the next meeting or save their comments until then. **Chair Taylor** stated that he believed it would streamline the process if they send comments to Staff and have Staff make them available to everyone so they know what each other is saying.

Mr. Hilton stated that he hoped to take this to the County Council before the end of the year. Ms. Brackin explained that, if the Planning Commission is ready to make a decision on December 11, they could schedule a work session with the County Council.

Commissioner Klingenstein made a motion to continue to discuss the remaining items on the agenda, as it was after 10:00 p.m. The motion was seconded by Commissioner Franklin and passed unanimously, 6 to 0.

6. **Approval of Minutes: July 17, 2012; August 14, 2012; August 28, 2012; September 11, 2012**

Commissioner Klingenstein made a motion to approve the minutes of the July 17, 2012, Snyderville Basin Planning Commission meeting as written. The motion was seconded by Commissioner Franklin and passed unanimously, 6 to 0.

Commissioner Klingenstein made a motion to approve the minutes of the August 14, 2012, Snyderville Basin Planning Commission meeting as written. The motion was seconded by Commissioner Lawson and passed unanimously, 6 to 0.

Commissioner Klingenstein made a motion to approve the minutes of the August 28, 2012, Snyderville Basin Planning Commission meeting as written. The motion was seconded by Commissioner Franklin and passed unanimously, 5 to 0. Commissioner Taylor abstained from the vote, as he did not attend the August 28 meeting.

Commissioner Franklin noted that he was referred to as Commissioner Washington on page 2 of the September 11 minutes and requested that the minutes be corrected.

Commissioner Klingenstein made a motion to approve the minutes of the September 11, 2012 Snyderville Basin Planning Commission meeting as corrected. The motion was seconded by Commissioner Franklin and passed unanimously, 6 to 0.

WORK SESSION

Snyderville Basin Planning Commission

Regular Meeting

November 27, 2012

Page 8 of 15

Commissioner DeFord asked what would happen if they do not like the three alternatives. **Chair Taylor** clarified for the applicant that the visible part should be interesting. The part that can be minimized, such as the fence or security area at the back, should be minimized. Mr. Alter asked if this is something they want to attract attention to or have it disappear. He explained that Questar is trying hard to accommodate the neighbors, but this is what it is, and there is not a lot they can do to dress it up. He stated that they will do the best they can in the next few weeks to come up with some different options. Mr. Hasty explained that this is a high pressure natural gas regulating station, and they do not want the public to be around it. **Commissioner Velarde** noted that it is next to a public trail. Mr. Hasty explained that they spent a considerable amount of time looking for alternate properties, and they simply do not exist.

Chair Taylor commented that a landscape plan seems to focus on growing things, and he suggested that they ask for alternatives for a final design of the Kilby Road frontage element with landscape. He did not want to limit the solution to landscaping.

Commissioner Klingenstein noted that all of the elements they have discussed are included in the landscape section of the Code, and he believed their lengthy discussion on the public record makes it clear what they are asking for.

Commissioner DeFord commented that renderings may look pretty, but when they finally see the result, sometimes it is something entirely different.

The motion passed unanimously, 6 to 0.

5. Approval of Minutes: September 25, 2012

Commissioner Franklin made a motion to approve the minutes of the Tuesday, September 25, 2012, Planning Commission meeting as written. The motion was seconded by Commissioner Velarde and passed unanimously, 6 to 0.

WORK SESSION

1. Continued Review and Discussion of Utah Olympic Park Development Agreement – Amir Caus, County Planner

Planner Caus explained that Staff determined that they would gather all the Commission comments into one document and have a thorough discussion of each item. He suggested that they have the applicant address each Planning Commission question or concern. The first concern had to do with the Planning Commissioners wanting a better understanding of the parcels and the building heights identified on the land use exhibits and final site plan.

Colin Hilton, representing the Utah Olympic Park, referred to sheet 5 of the site plan, which lists each building and its height. He stated that he agrees with the suggestion regarding 2.2 about including generic language such as residential uses. With regard to the comment that, if the land

Snyderville Basin Planning Commission

Regular Meeting

November 27, 2012

Page 9 of 15

swap occurs, the property where the housing is now proposed should remain as open space, Mr. Hilton explained that he spoke with Community Development Director Don Sargent about a potential land deal, and he would like to see where those discussions go before making a final language change to the development agreement. **Chair Taylor** explained that he did not want to have a land swap to get density off the hillside and then be saddled with development on what they thought they had cleared. Mr. Hilton explained that a corner of that land may be needed for an access road.

Mr. Hilton addressed the question regarding impacts on the Park City School District related to 3.6. Steve Brown with the Utah Olympic Park explained that the intent is to house their workforce and athletes. They are not building any single-family homes in this location, and the housing would satisfy their affordable housing obligations and provide additional unit capacity for a variety of potential users. Once they have met their obligation, they would have an opportunity to rent to nightly renters or destination masters athletes as an alternative form of revenue. He stated that they cannot guarantee that someone will not move in who has children that go to school in Park City, but that is not their intent. **Commissioner Lawson** questioned why this statement is included, because they are not gaining anything by it. He suggested that they strike the language.

Mr. Hilton explained that the intent of the language in 3.8 is to help the Olympic Park find some increased revenues beyond the minimum requirements of affordable housing requirements. He suggested that they add a clarifying statement that the housing will be used for rental of visiting athletes only after affordable housing requirements are satisfied. Mr. Brown explained that they would maintain the flexibility to do a nightly rental but would only have the opportunity to do so when their affordable housing obligations have been met. To them, the qualifier is that they must maintain a specific number of units that meet the AMI for the affordable housing qualifications, and those units must be available at any point in time. He acknowledged that they may have to maintain a certain level of vacancy to accommodate those who qualify in the AMI. Mr. Hilton explained that most of the athletes in that housing would qualify. **Commissioner DeFord** asked if those who live in the affordable housing must lease it for a certain period of time. Deputy County Attorney Jami Brackin replied that, generally speaking, leases for affordable housing must be longer than 30 days. This situation is unique, because it is athlete housing, so the dynamic is a little different. Planner Caus explained that deed restrictions would control the manner in which the housing is leased. **Commissioner Velarde** stated that she does not know why the applicant is restricting themselves and suggested that the language simply state "in any manner it sees fit." Mr. Hilton stated that he and Ms. Brackin would work out some appropriate language. **Chair Taylor** commented that the existing language is wide open, and he would like to have it narrowed down to uses that are appropriate to the development agreement. He agreed that the intent is good but asked that they identify what that intent is.

With regard to item 3.10, Mr. Hilton explained that they are still in the process of getting economic impact information, and the Planning Commission should have that information before the December 11 meeting.

Snyderville Basin Planning Commission

Regular Meeting

November 27, 2012

Page 10 of 15

With regard to 4.3, Mr. Hilton explained that during an event, a vehicle company that sponsors the event may want to display their vehicles in the parking areas during the event. **Chair Taylor** confirmed with Mr. Hilton that the displays would be temporary and requested that the language state temporary. **Commissioner DeFord** stated that he did not want to limit them in doing sponsorships and restrict their sources of revenue. Mr. Hilton suggested that they say temporary or seasonal displays. **Chair Taylor** suggested that they say sponsor display rather than temporary display.

Mr. Hilton stated that he has no problem with the proposed changes to the language in 4.4, 4.5, and 4.6. **Commissioner Klingenstein** requested that temporary structures related to special events be addressed in the development agreement.

The Commissioners discussed changeable copy signs, and **Chair Taylor** commented that he would find electronic signs to be more appropriate than changeable copy signs. **Commissioner DeFord** stated that there is also a maintenance issue with LED signs when blocks of copy go out. Mr. Hilton explained that he previously had a changeable copy sign approved but did not pursue it. He stated that the ideal situation would be for the Chamber Bureau to put a changeable copy sign by the visitor's center and highlight functions in Kimball Junction, and he believed it could be done tastefully. **Commissioner Klingenstein** commented that everyone's taste is different, and until they learn how to control the signs, he is against them. Mr. Hilton requested some flexibility in allowing language that does not say electronic changeable copy but something like a two-line hand-set-letter sign. **Chair Taylor** asked how the Commissioners would feel about an off-premise sign near the highway directing attention into the Park. **Commissioner Klingenstein** stated that he thought it would be good to have something as an attractor, not in the open space, but in the UDOT right-of-way. Mr. Hilton stated that at the next meeting he would provide a suggested location and an example of the style of sign.

In response to questions about 4.12, Mr. Hilton suggested that they include language stating that the Olympic Park will commit to meet the Development Code and lighting as it currently stands and as it is improved. **Commissioner DeFord** commented that it takes the County a long time to change things, and he would like the applicant to commit to something more energy efficient than sodium lighting. **Commissioner Klingenstein** suggested that the applicant make a selling point with both the Planning Commission and the County Council that they are willing to push the envelope on lighting, because they are asking a lot in terms of waivers. He agreed that it could take years to get a new lighting ordinance or a night sky ordinance because they are so understaffed. Mr. Brown explained that they will require a minimum of Energy Star for all the for-profit partners in this development. That gives them a baseline without specifying lighting types. He stated that they would not want to be pigeonholed into specifics when they don't know what they will be in this 10- to 20-year master plan. Mr. Hilton explained that they are in the middle of an energy audit with Rocky Mountain Power, and their options include switching to more energy-efficient lighting. **Commissioner Klingenstein** stated that he believed the language in the first three sentences is sufficient, because it is very general and yet heads in the direction they want to go.

Snyderville Basin Planning Commission

Regular Meeting

November 27, 2012

Page 11 of 15

Mr. Hilton agreed with the changes suggested for 5.1. **Commissioner Klingenstein** asked if a design review committee is incorporated in the development agreement. Mr. Hilton replied that they have not discussed a DRC. The Commissioners discussed whether to include a design review committee. **Commissioner Velarde** stated that she would like to have a DRC just to err on the side of caution. **Commissioner Klingenstein** suggested that they include language that, if the Planning Commission determines it is not worth having a DRC, they can choose to do away with it. Ms. Brackin suggested that they create a DRC with a provision that, if the DRC does not meet within 60 days, it will not hold up development and will be deemed approved. **Chair Taylor** suggested that they have two Planning Commissioners on the DRC.

Mr. Hilton noted that in 5.3, the words mass gathering need to be changed to special event. **Commissioner Klingenstein** verified with Mr. Hilton that this is where the temporary structures and other permitting will be addressed. Mr. Hilton described the process the Olympic Park would go through to get a special event permit and permits related to temporary structures. Ms. Brackin clarified that anything that requires a special event permit also requires that the Olympic Park pay the cost of extra deputies needed for the event.

With regard to 5.4, Mr. Brown explained that they have tried to create some additional definitions in the land use chart and asked if that will satisfy this section. He explained that there are ongoing dynamics with the adventure courses that he hoped they could modify as the market adjusts without having to go through the CUP process every time.

Mr. Hilton suggested that they delete section 5.5 from the development agreement.

With regard to the request for longer periods of commitment from the County on property tax exemptions, Mr. Hilton recalled that Ms. Brackin had indicated they must be requested every year. **Commissioner Klingenstein** asked how that applies to the school district and others and whether they must also be part of the agreement. Ms. Brackin explained that part of the problem is that mills are levied on more than just the County, such as the school district, sewer district, fire district, etc. It is a yearly requirement for a non-profit organization to request a waiver. Mr. Hilton stated that he had hoped they could find some vehicle with the County and the State that recognizes the Park will be gone in five or ten years if they have to pay property taxes. **Commissioner Velarde** asked if they could include wording that it is the County's intention to renew the waiver over a period of time. Ms. Brackin replied that would be a non-binding policy. The County cannot speak for other taxing districts, but they could include a non-binding policy statement. Mr. Hilton explained that about two-thirds of the new development proposed for this project would be by for-profit organizations from which property tax would be collected.

Mr. Hilton explained that 6.1 deals with the request for fee waivers on any County-imposed fees, and 6.2 deals with waivers of traffic impact fees. Ms. Brackin clarified that those would be non-impact fees. Mr. Hilton reported that they have already paid about \$30,000 in SPA application fees. The fees for which they are requesting a waiver are building review, plan check, and permit fees. **Commissioner Klingenstein** explained that an economic study will be critical when this goes to the Council to help them understand the revenues generated by the project, expenditures to support the Park, TRT taxes, etc., so the fee waiver side of the discussion may be

Snyderville Basin Planning Commission

Regular Meeting

November 27, 2012

Page 12 of 15

more palatable. **Chair Taylor** suggested that Mr. Hilton and Ms. Brackin get together and include whatever language would allow the Olympic Park to pursue fee waivers.

Mr. Hilton explained that the Olympic Park brought the issue regarding future Olympic Games as addressed in 6.3 to the County Council about a year ago, and he will be making this request. **Commissioner Klingenstein** asked if the open space agreement allows for this request. Ms. Brackin explained that the permanent open space covenants have not yet been recorded on that property. However, conditions in favor of Boyer currently exist on the property. Assuming the future Olympics request was contemplated in the agreement, they would need Boyer to buy off on it. Mr. Hilton explained that they would propose using one-third to one-half of the area used in the 2002 games and place the parking next to Highway 224. It would be more of a bus staging area minus all the parking.

Mr. Hilton explained that the open space referred to in 7.1.1 is open space within the project. **Chair Taylor** requested that they change the heading to state private open space. With regard to 7.1.5, Mr. Hilton explained that he still needs to write a definition of education outreach. He explained that 8.2 is County template language.

Chair Taylor recalled that they talked about a potential land swap at the beginning and asked if 10.1 should say that they cannot add any more property but allow for this one instance they are already contemplating. Ms. Brackin explained that any time they add land to a SPA, it is a substantial amendment. It does not prevent them from doing it; it just identifies the process by which to do it. Because they do not know the status of the land swap, they have left the language as it normally is included in development agreements.

Chair Taylor asked if Mr. Hilton would like to discuss 10.5. Mr. Hilton recalled that he originally proposed a 15-year agreement with a 15-year extension, and Ms. Brackin indicated that the County typically does a 5-year agreement with a 5-year extension. The version in the packet states 10 plus 10, and he is asking for 15 plus 15. Ms. Brackin explained that the reason they usually have a 5-year agreement with a 5-year extension is because a pet peeve of planning commissions has been that they are constrained by prior consent agreements that do not fall under existing zoning. Development agreements become archaic over time. Some projects may take longer, and this may be one of them, but there is a tradeoff as to how long they want the development agreement to be in effect before the project must comply with existing zoning. Mr. Brown explained that they have no adjacencies and are self-contained on the hill. They believe they will remain what they are within the constraints of the SPA agreement and feel that they are an exception to a typical development agreement. Mr. Hilton explained that he started this process believing that long-term master planning was better than trying to bring every project in separately. He wanted to memorialize their vision for the next 15 years or so, but if they have not quite finished the project at the time the development agreement expires, he would hate to think they could not complete it. **Commissioner Klingenstein** asked what would trigger an extension of the development agreement. Ms. Brackin replied that, before the expiration of the original term of the agreement, the applicant would apply for an extension, and as a matter of course, they are usually extended. Even upon expiration, some things will vest. She explained that it is a policy call as to how long they want the development agreement to exist before the

Snyderville Basin Planning Commission

Regular Meeting

November 27, 2012

Page 13 of 15

development comes under existing zoning. **Commissioner Klingenstein** suggested that they consider doing a development agreement for 10 years plus 10 plus 10. **Chair Taylor** asked if the renewal provides an opportunity for modification of the development agreement. Ms. Brackin replied that the renewal is for the SPA as it exists. If they want to amend the SPA, both parties must agree to amend it. Mr. Hilton stated that he actually likes the 10-year check-in point. **Commissioner Velarde** asked if they could write the development agreement so that at the 10-year period amendments to the development agreement would be allowed. Ms. Brackin explained that would create substantial due process issues. **Commissioner Velarde** stated that she believes 10 plus 10 plus 10 is reasonable and that the purpose of the check-in is not just to rubber stamp the project but to be sure both parties are happy with the direction it is taking. Ms. Brackin explained that they could include language stating that, prior to any extension being granted, it must be found that the applicant is in compliance with the SPA. However, they cannot extort an extension based on changes the County wants to have made and the applicant does not. **Commissioner Velarde** stated that she would like a future Planning Commission to know that their intent at the 10-year period is to have a real discussion, not just a rubber stamp. Ms. Brackin explained this is not the mechanism to do that. In most development agreements, the County requires an annual report, which intentionally was not included in this development agreement. She could include language to address Commissioner Velarde's request if all the Commissioners want it, but it raises significant due process issues. **Commissioner Klingenstein** commented that the key to him is that they could choose not to renew the development agreement, which would force everyone to sit down and figure out what to do. He believed there is leverage in the ninth year to say there are problems and that it needs to be reviewed. He explained that there is language built into the development agreement so that if a problem arises, they can address it with the developer. The Commissioners agreed to make the term of the development agreement 10 years, plus a 10-year renewal and a second 10-year renewal.

Mr. Hilton explained that Craig Elliott has drafted a response to each question regarding the architectural design guidelines and has also updated the architectural design guideline document. He stated that the land use and zoning chart has also been updated. **Commissioner Klingenstein** noted that many of the definitions in the land use and zoning chart are not in the Development Code, and they need to be in the agreement, because a lot of things are open to interpretation, and he did not want to end up in a debate later.

2. **Continued General Plan update review and discussion** – *Don Sargent, Community Development Director*

Community Development Director Don Sargent reported that he has received input from Commissioners Klingenstein, Franklin, and Lawson, and Staff is in the process of compiling all the information into one document. He hoped to have that sent to the Planning Commissioners in advance of next Tuesday's meeting. He stated that Staff has been working on the individual neighborhood maps and will e-mail them to the Commissioners.

County Planner Kimber Gabryszak explained that the number of neighborhoods has increased, and they are designed to more appropriately incorporate neighborhoods with similar characteristics. She invited additional comment from the Commissioners by the start of

Snyderville Basin Planning Commission
 Special Meeting
 December 11, 2012
 Page 9 of 20

to other neighbors, because they are so far away. **Commissioner Velarde** stated that she would rather leave adjusting the building pad up to the applicant than have the Planning Commission require it.

Commissioner Klingenstein made a motion to approve the Perez Plat Amendment based on the following findings outlined in the staff report dated December 5, 2012:

Findings:

1. **The application complies with the Snyderville Basin General Plan as outlined in Section E of this report.**
2. **The application complies with Section 10-3-18 of the Snyderville Basin Development Code as outlined in Section F of this report.**

The motion was seconded by Commissioner Franklin and passed unanimously, 6 to 0.

3. **Public hearing and possible action regarding Utah Olympic Park Development Agreement, 3419 Olympic Parkway, Park City; Colin Hilton on behalf of Utah Athletic Foundation, applicant – Amir Caus, County Planner**

County Planner Amir Caus presented the staff report and recalled that this item was previously seen in work session. He stated that all of the information requested at that time has been provided with the exception of a full economic impact study. The economic impact study will take some additional time.

Colin Hilton, representing the applicant, explained that he edited the development agreement according to the comments made at the last work session, and it was sent to Deputy County Attorney Jami Brackin for her review. He noted that he slightly changed the wording regarding a potential property acquisition in order to move the housing and give the applicant more flexibility. Steve Brown, representing the applicant, explained that there are a few options to consider for placing the housing. He requested that they

Snyderville Basin Planning Commission
Special Meeting
December 11, 2012
Page 10 of 20

edit the wording to state, “The unused portions of the exchanged property where residential uses are now shown.” He noted that one option shows the retention of .45 acre of the original 3-acre parcel, and he did not want any question about the fact that they are trying to retain .45 acre of the 3-acre parcel. He explained that option would provide a 2 for 1 land swap, based on equal value, for open space, and they are working on valuations with the County. **Commissioner Velarde** stated that she would like the three options to be included in the development agreement and this wording to specifically reference the maps. Mr. Brown explained that it would only apply to Option A. **Chair Taylor** asked if it is anticipated that the .43 acre would be for a connector road. Mr. Hilton replied that they would like to keep their options open. **Chair Taylor** verified with Mr. Hilton that nothing will be built above grade in the .43 acre. **Commissioner DeFord** asked why the applicant needs that corner of the property and expressed concern that Mr. Hilton is being evasive about his plans for that portion of the property. Mr. Hilton explained that it is conceptual, because they are not yet certain what they will do in the future, and he did not want to completely rule out the use of that space for some purpose that he does not yet know. He confirmed that it will not be used for athlete housing or building structures and that it would be for a transportation need. **Chair Taylor** asked Mr. Hilton to commit that he would not take density off a visible hillside and replace it with other visible density. Mr. Hilton confirmed that there will be no building on that portion of the property. **Commissioner Klingenstein** expressed concern that the applicant might have to make a considerable cut in that area to build a road that meets road standards. He suggested that they include a condition that the applicant must have answers about what they plan to do with this sliver of property before it goes to the County Council. Mr. Hilton explained that he is trying to provide for a potential connection from the upper portion of the project to the lower portion. Ms. Brackin suggested language stating that the portion of the exchanged property which the applicant may want to use is subject to review by the Snyderville Basin Planning Commission before any use will be approved.

Snyderville Basin Planning Commission
Special Meeting
December 11, 2012
Page 11 of 20

Mr. Hilton requested a change to the wording in Section 4.14.2 from “shall” to “may,” because they discussed at the previous meeting that approval of a DRC may or may not be required. **Commissioner Klingenstein** asked who would make the decision about whether DRC approval would be required. Mr. Hilton stated that he would agree to language stating “may, at the County’s discretion.” Ms. Brackin explained that the language Mr. Hilton proposes is very discretionary and nebulous. The development agreement is written so that, if the DRC does not hold a meeting, the design is deemed to be approved as submitted, and it can move forward. Mr. Hilton agreed with Ms. Brackin and stated that the language could remain as written.

Mr. Hilton discussed the economic impact report and explained that he included as an exhibit the raw data he has turned over to Bob Rosenthal for a third-party objective review of data that is pertinent to revenues that would come into the County from this development. He noted that the County currently collects no property tax on this property, but he estimated that property taxes of about \$300,000 to \$450,000 would be generated from this development. He stated that the Utah Olympic Park (UOP) currently generates about \$30,000 in sales taxes from its concession and retail sales, and he anticipated that portion would double with the additional activity. The UOP currently employs 162 people in the winter and 230 in the summer. That makes them one of the top 15 employers in the County, with about 55% of the current employees in winter residing in Summit County and 65% of the summer employees residing in the County. Additional jobs would be created with future building tenants. He explained that they have spent about \$1 million in the last year to vendors and service providers with Summit County ZIP Codes. Additional benefits to the County will be future construction of new buildings, additional occupancy, new tenant and employee spending in local businesses, increased visitor and patron spending, and events and visiting athletes.

Commissioner DeFord asked if the property tax figures would be over the full 20 to 30 years of the project. Mr. Hilton replied that would be at full buildout, and it depends on how soon they are able to add complementary activity and development. He hoped to

Snyderville Basin Planning Commission
Special Meeting
December 11, 2012
Page 12 of 20

have about 75,000 square feet of new development within a three-year period and another 75,000 square feet in another five-year period after that.

Commissioner Klingenstein verified with Mr. Hilton that he will differentiate between full-time and part-time employees in his report. He suggested that he also show that the cost of services provided by the County will be covered through their economic development program. Additional information he might want to provide is the fact that they will not require a lot of services from the County.

Chair Taylor stated that he had a conversation with Craig Elliott this afternoon, and Mr. Elliott has agreed to make some changes to the architectural guidelines. Mr. Hilton stated that he has seen that information, and they will be happy to make the changes discussed. Mr. Brown stated that Mr. Elliott has made the changes, and he will forward them to Staff.

Chair Taylor opened the public hearing.

Jennifer Castelli asked when this development would take place. Mr. Hilton replied that it will be over a 20- to 30-year period. Ms. Castelli commented that Exhibit I regarding future facilities for the Olympics looks like a bunch of parking lots along Highway 224. Mr. Hilton explained that would be a staging area for buses to pick up and drop off people.

Chair Taylor closed the public hearing.

Ms. Brackin asked whether the Planning Commission wants to vest the road placements, size, and curb cuts. She explained that they usually do not vest that, and she would suggest that they delete that language, but she wanted to get the Commission's input before doing so. She explained that, if a road were badly placed through the development

Snyderville Basin Planning Commission
Special Meeting
December 11, 2012
Page 13 of 20

agreement, it would require an amendment if it is vested. She noted that they generally vest density, not specific roads. Mr. Hilton agreed with deleting that language.

Commissioner Klingenstein asked if Ms. Brackin is comfortable with a 2,000-person limit on special events before a permit is needed. Ms. Brackin stated that she does not have a problem with the language, but before they approve it, she would want to hear from the Health Department, Fire District, etc. She would hate to approve this language only to discover that the applicant does not have enough bathrooms for 2,000 people or that there is some other issue that would cause concern from the Health Department or Fire Department. She suggested that this be sent to everyone who normally reviews mass gathering permits to see if they agree with it.

The Commissioners discussed whether to make a recommendation tonight or to wait for a clean copy with all the edits and items discussed. **Commissioner Klingenstein** stated that he would prefer that they clean up the document so they have the actual document and actual exhibits to make a clean motion and forward a recommendation at the next meeting. **Chair Taylor** requested that they put this item at the beginning of the next meeting agenda.

Commissioner Klingenstein made a motion to continue this item to the December 18, 2012, Snyderville Basin Planning Commission meeting for formal action. The motion was seconded by Commissioner Franklin and passed unanimously, 6 to 0.

4. **Approval of Minutes: October 9, 2012, and October 23, 2012**

Commissioner Franklin referred to page 11 of the October 9 minutes and asked that the minutes be corrected to remove the statement that he agreed with Commissioner Lawson.

WHEN RECORDED RETURN TO:

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

AND:

Ira B. Rubinfeld
Ray Quinney & Nebeker P.C.
36 South State Street Suite 1400
Salt Lake City, Utah 84111

**DEVELOPMENT AGREEMENT
FOR THE UTAH OLYMPIC PARK SPECIALLY PLANNED AREA
KIMBALL JUNCTION, SUMMIT COUNTY, UTAH**

THIS DEVELOPMENT AGREEMENT is entered into as of this ____ day of _____, 2012, between the Utah Athletic Foundation, a Utah non-profit corporation (“Developer”) and Summit County, a political subdivision of the State of Utah, by and through its County Council (the “County”), for the Utah Olympic Park Specially Planned Area (“SPA”)

**Article 1
DEFINITIONS**

- 1.1 **Approved Uses** means the approved uses which are shown on the Final Site Plan.
- 1.2 **Architectural Design Guidelines** means the Architectural Design Guidelines for the Project, a copy of which is included in the Olympic Park SPA Plan Book of Exhibits as Exhibit D.
- 1.3 **Building Permit** means a permit issued pursuant to the requirements of the Snyderville Basin Development Code, Uniform Building Code and related building codes as applicable in the Snyderville Basin Planning District, including permits for grading, footings and foundations and construction of other improvements.
- 1.4 **Code** means the Snyderville Basin Development Code.
- 1.5 **Comprehensive Sign Plan** means the Comprehensive Sign Plan for the Project which is included in the Olympic Park SPA Plan Book of Exhibits as Exhibit F.
- 1.6 **County** means Summit County, a political subdivision of the State of Utah, by and through its County Council.
- 1.7 **Developer** means the Utah Athletic Foundation, a Utah non-profit corporation, its affiliate entities, and its assignees or transferees. The Utah Athletic Foundation operates under the d.b.a. Utah Olympic

Legacy Foundation operating facilities and programs at Utah Olympic Park in Park City Utah and Utah Olympic Oval in Kearns Utah.

- 1.8 **Development Agreement** means this Development Agreement.
- 1.9 **Director** means the Summit County Community Development Director.
- 1.10 **Final Site Plan** means the Final Site Plan which is included in the Olympic Park SPA Plan Book of Exhibits as Exhibit B, establishing development layout, architectural, landscaping, lighting, and other development details for the Project, as such Final Site Plan is amended.
- 1.11 **General Plan** means the Snyderville Basin General Plan of the County.
- 1.12 **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 Development Agreement, and may be amended from time to time.
- 1.13 **Landscaping Plan** means the Landscaping Plan for the Project which is included in the Olympic Park SPA Plan Book of Exhibits as Exhibit E.
- 1.14 **Lighting Plan** means the Lighting Plan for the Project which is included in Exhibit E of the Olympic Park SPA Plan Book of Exhibits.
- 1.15 **Low Impact Development** means when specifically designated as a Low Impact Activity in the Development Agreement or in the Olympic Park SPA Plan Book of Exhibits, such uses shall be subject to a Low Impact Permit review and approval by the Director in accordance with the Olympic Park SPA Plan Book of Exhibits and all applicable provisions of the Snyderville Basin Development Code.
- 1.16 **Olympic Park SPA** means the re-zone district adopted and approved on _____, 201__, by Ordinance ___ for the purposes of adopting this Agreement, the SPA Plan Book of Exhibits and permitting the adoption of the Approved Uses, Final Site Plan and the Olympic Park SPA Plan.
- 1.17 **Olympic SPA Plan** means a comprehensive plan, set forth in this Development Agreement and SPA Plan Book of Exhibits and amendments hereto, establishing the Approved Uses and Final Site Plan and providing processes for obtaining Building Permits and other approvals for implementing the Olympic Park SPA Plan.
- 1.18 **Olympic SPA Plan Book of Exhibits** means that portion of the Olympic Park SPA Plan which contains the Final Site Plan, Landscaping Plan, Lighting Plan, Land Use and Zoning Chart (defined below) and all other guidelines and standards that shall be used to guide all development in the Olympic Park SPA and all other specific development parameters and regulations, and developer obligations, commitments, and contributions for carrying out the development in accordance with the Olympic Park SPA Plan. The Olympic Park SPA Plan Book of Exhibits (listed below) shall be deemed a part of this Development Agreement as fully as if set forth herein at length and shall be binding upon all parties hereto.

<u>Exhibit A</u>	<u>Legal Description of the project</u>
<u>Exhibit B</u>	<u>Final Site Plan</u>
<u>Exhibit C</u>	<u>Land Use and Zoning Chart</u>
<u>Exhibit D</u>	<u>Architectural Guidelines</u>
<u>Exhibit E</u>	<u>Landscaping Plan</u>

<u>Exhibit F</u>	<u>Lighting Plan</u>
<u>Exhibit G</u>	<u>Comprehensive Sign Plan</u>
<u>Exhibit H</u>	<u>Community Benefits</u>
<u>Exhibit I</u>	<u>Property Exchange</u>

- 1.19 **Phase** means one of the proposed individual Phases as shown on the Final Site Plan.
- 1.20 **Phases** means, collectively, the individual proposed Phases as shown on the Final Site Plan.
- 1.21 **Planning Commission** means the Snyderville Basin Planning Commission.
- 1.22 **Project** means the development of approximately 71 acres of land and appurtenant real property rights located in Summit County, Utah, the legal description of such land is both shown in the Olympic Park SPA Plan Book of Exhibits and attached hereto as Exhibit A, pursuant to the Olympic Park SPA Plan and this Development Agreement and any of its Exhibits hereto.
- 1.23 **Public Benefits** means public infrastructure or public service facilities at the Project benefitting the public as further set forth and described in Article 7 below and in Exhibit G of the SPA Plan Book of Exhibits.

Article 2
RECITALS

- 2.1 The recitals in the remainder of this Article 2, together with the findings set forth in Article 3, are an integral part of this Development Agreement and are a part of the consideration for each party's entry into this Development Agreement.
- 2.2 Developer is the record owner of the Project or has contractual rights to acquire any such portions thereof as are not owned of record by Developer. Developer and County acknowledge and agree that pursuant to that certain Letter of Agreement dated November 20, 2008, (as shown in Exhibit H of the SPA Plan Book of Exhibits) between the Summit County Commissioners and Developer, it is contemplated that Developer will acquire a certain three (3) acre portion of the Project, as more particularly described therein. At such time as Developer acquires the three (3) acre parcel, it will be added to and included as part of the Project and shall be subject to this Development Agreement, without any further amendment. Due to the long term nature of this Development Agreement and the Project, it is further contemplated that, at some point during the term of this Development Agreement, Developer and County may agree to swap or exchange up to two (2) acres of the above three (3) acre parcel with additional adjacent County property in the general location shown in Exhibit H of the SPA Plan Book of Exhibits. Such swap or exchange shall enable Developer to relocate the proposed ~~athlete housing~~ residential uses at the Project in order to, among other benefits, further minimize visibility to and from Kimball Junction. In the event Developer and County agree to such swap/exchange, the additional property shall be added to and included as part of the Project and shall be subject to this Development Agreement, without any further amendment. It is further agreed that such exchange/swap would not alter the overall density rights for the Project. Finally, it is agreed that if such exchange/swap occurs, the exchanged property where residential uses are now shown on the Final Site Plan (Exhibit B) shall be amended and converted to open space.
- 2.3 This Development Agreement serves to implement the Olympic Park SPA re-zone and SPA Book of Exhibits which are incorporated by reference herein, and this Development Agreement, through the

adoption of Ordinance Number _____, in accordance with the provisions of the Code and the General Plan.

- 2.4 This Development Agreement and the Olympic Park SPA Plan resolve all issues associated with the development and construction of the Project except as the performance of any additional obligation shall be specified in this Development Agreement.
- 2.5 Contemporaneously with the approval of the Development Agreement, the County has adopted through Ordinance _____ an amendment to the General Plan, the Code and the Zoning Map classifying the Project as a Resort Center zone and setting forth therein such land use classifications and development locations as are permitted under the Development Agreement.
- 2.6 Developer has proposed specific plans and plats with respect to the Project in response to direction and guidance from the Director and the Planning Commission.
- 2.7 The County therefore desires to establish the Olympic Park SPA under the SPA provisions of the Code and the General Plan for the purpose of implementing development standards and processes that are consistent therewith.
- 2.8 The Development Agreement, which implements the Olympic Park SPA, provides detailed data regarding the Final Site Plan for the Project. The County and Developer agree that each shall comply with the standards and procedures contemplated by the Olympic Park SPA, this Development Agreement and its accompanying Exhibits, the Code, and the General Plan with respect to obtaining future Building Permits for any Phases or new construction.
- 2.9 Developer and the County desire to clarify certain standards and procedures that will be applied to approvals of Building Permits for the Phases of the development and construction and to address requirements for certain Public Benefits.
- 2.10 The County also desires to receive certain Public Benefits, and Developer is willing to provide these Public Benefits in consideration of the agreement of the County for increased intensity of uses in the Olympic Park SPA pursuant to the terms of the Development Agreement.
- 2.11 The County, acting pursuant to its authority under Utah Code Annotated, Section 17-27a-101 et seq., the Code and the General Plan, has made certain determinations with respect to the Olympic Park SPA, and, in the exercise of its legislative discretion, has elected to approve the uses, density, and general configuration of the Project and its future development pursuant to the Olympic Park SPA, resulting in the negotiation, consideration and approval of the Development Agreement, as well as this Development Agreement, after all necessary public hearings.

Article 3 FINDINGS

The County Council of the County, acting in its legislative capacity, has made the following determinations with respect to the Olympic Park SPA Plan 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, Developer received a positive recommendation for approval of the project through a Development Agreement by action of the Planning Commission taken on February 29, 2012. With respect to the Development Agreement, such public hearing was held on

_____, 201__, and Developer received a recommendation for approval of the Development Agreement by action of the Planning Commission at a subsequent meeting held on _____, 201__.

- 3.2 The County Council held a lawfully advertised public hearing on _____, 201__, and during a lawfully advertised public meeting on that same date, approved the Olympic Park SPA, the Final Site Plan and the Development Agreement under the processes and procedures set forth in the Code and General Plan. The County Council held a subsequent lawfully advertised public meeting on _____, 201__, and approved this Development Agreement.
- 3.3 The terms and conditions of approval are incorporated fully into this Development Agreement. In making such approval, the County Council made such findings of fact and conclusions of law as are required as a condition to the approvals, as reflected in the staff recommendation, as reflected in the minutes of the above referenced public meetings, and as reflected by the other enumerated findings herein.
- 3.4 The Olympic Park SPA provides substantial, tangible benefits to the general public of the Snyderville Basin 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 Summit County in granting increased residential and commercial densities on the Project.
- 3.5 The Olympic Park SPA Plan, as reflected in and conditioned by the terms and conditions of the Development Agreement and the amendments thereto, is in conformity and compliance with the General Plan, any existing capital improvements programs, the provisions of the Code (including concurrency and infrastructure requirements), and all other development requirements of the County.
- 3.6 The Olympic Park SPA Plan contains outstanding features which advance the policies, goals and objectives of the General Plan beyond mere conformity, including the following: (i) agreements with respect to design controls and limitations to minimize the visual impact of the Project; (ii) dedication and preservation of view shed and environmental features; (iii) taking advantage of natural depressions in topography to minimize the visual prominence and potential for ridge lining; (iv) appropriate location of density and uses; (v) the preservation of critical open space areas. (vi) the promotion of recreation uses and resort related Public Benefits that are appropriate to support the community and recreational nature of the area; (vii) contribution to community trails and parks including working with the Snyderville Basin Special Recreation District to identify possible trail linkages and trail heads; (viii) exceeding open space requirements for the Project; (ix) ~~creating jobs without adversely impacting the level of service provided by the Park City School District;~~ (x) using efforts to shield the proposed workforce housing from visibility to and from Kimball Junction.
- 3.7 There are unique circumstances that justify the use of a SPA, including preserving the long term viability of the Olympic Park. County and Developer acknowledge that the existing facilities were built by the State of Utah without any zoning or building approvals. In order to preserve the long term viability of the Olympic Park, additional funding is needed to avoid depleting the endowment established to fund the operation of the Olympic Park. Expanded commercial development within the Olympic Park SPA is a way to provide this funding.
- 3.8 Developer has committed to comply with all Affordable Housing Requirements of Chapter 5 of the Code. County acknowledges and agrees that to the extent that Developer exceeds the minimum unit equivalent ~~Affordable Housing Requirements~~ requirements under the Code, Developer may use such additional housing in any manner it sees fit ~~consistent with the terms of this Agreement or the existing~~

Development Code provisions for residential uses or Hotel/Lodging, including, but not limited to, charging a higher rental rate and utilizing such housing as nightly rental for visiting athletes, guests, or officials.

- 3.9 Subject to the terms of this Development Agreement, Developer has committed to comply with all appropriate concurrency and infrastructure requirements of the Code, and all appropriate criteria and standards described in the Development Agreement and the amendments thereto, including any applicable impact fees of the County and its Special Districts (subject to Section 6.1 and 6.2 below).
- 3.10 There exist adequate provisions for mitigation of all fiscal and service impacts on the general public.¹
- 3.11 There will be no construction management impacts that are unacceptable to the County.
- 3.12 The approval of the Olympic Park SPA Plan will not adversely affect the public health, safety and general welfare of the residents of Summit County, it being acknowledged that the proposed Project will substantially enhance and benefit the public health, safety and general welfare of the residents of Summit County.
- 3.13 The Olympic Park SPA Plan meets or exceeds development quality and aesthetic objectives of the General Plan and the Code, is consistent with the goal of orderly growth in the Snyderville Basin, and minimizes construction impacts on public infrastructure within the Snyderville Basin.
- 3.14 The proposed development reasonably assures life and property within the Snyderville Basin and is protected from any adverse impact of its development, it being acknowledged that the proposed Project will substantially enhance and benefit life and property within the Snyderville Basin.
- 3.15 Developer shall take reasonably appropriate measures to prevent harm to neighboring properties and lands from development, including nuisances.
- 3.16 Exemption from Code. The County Council acting pursuant to its authority under Utah Code Annotated 17-27a-101 et seq., as well as its regulations and guidelines, in the exercise of its legislative discretion, has determined that the Olympic Park SPA is exempt from the application of the Code solely to the extent that such a finding may be a condition precedent to approval of this Development Agreement. Where there is a direct conflict between an express provision of this Development Agreement and the Code or General Plan or other land use laws, this Development Agreement shall take precedence; otherwise, the Code, General Plan, or other land use laws shall control.

Article 4 APPROVALS/PHASED DEVELOPMENT OF THE PROJECT

- 4.1 Approval. The approval and execution of this Development Agreement by the County and Developer constitutes approval of the Final Site Plan, the zoning for the Project and an acknowledgment of the legality of the boundaries and configuration of the Project.
- 4.2 Project Phasing. The Project may be constructed in Phases by Developer as shown in Exhibit B of the SPA Plan Book of Exhibits

¹ Awaiting economic impact study to verify statement

- 4.3 Parking. Parking of vehicles on the Property shall be in accordance with the Final Site Plan. The parking and display of UOP Sponsor vehicles shall be limited to the areas on the Property designated in the foregoing sentence and as identified in Exhibit B of the SPA Plan Book of Exhibits.
- 4.4 Building Permit Required. Subject to Section 6.1, prior to the commencement of each Phase structure, a Building Permit ~~must be obtained~~ shall be required from the County in accordance with all applicable requirements of the Code Building and Planning department.
- 4.5 Compliance of Building Permits with Development Agreement. ~~A~~The Building Permit for each Phase structure shall comply with the conditions specified in this Development Agreement.
- 4.6 Construction Mitigation and Management Plan Required. A Building Permit will not be issued for any facility or structure within the Olympic Park SPA until an adequate Construction Management and Mitigation Plan has been established for the Olympic Park SPA and approved by the County Engineer, who may require changes to address any unforeseen impacts that occur during construction. The plan shall address the following matters specifically, together with any other related matters identified by the Summit County Community Development Director and Developer. A separate plan may be established for each Phase.
- 4.6.1 Revegetation/erosion protection/runoff control
- 4.6.2 Site grading
- 4.6.3 Dust and debris control
- 4.6.4 Recycling construction material waste
- 4.6.5 Damage to public roadways as a result of construction
- 4.6.6 Traffic control/construction management control
- 4.6.7 Hours of construction
- ~~4.6.8~~ 4.6.8 Staging and screening of construction materials and equipment
- ~~4.6.8, 4.6.9~~ 4.6.9 Construction lighting, construction security, and fire protection
- 4.7 Compliance with Concurrency Management Standards Required. In addition to compliance with the criteria required under the Code, the following service provider and concurrency information shall also be required and reviewed along with any Building Permit. Upon receiving such information, the Director shall prepare a report(s) identifying issues and concerns related to the proposal. The additional information to be provided is as follows:
- 4.8 Water Service.
- 4.8.1 A Feasibility letter for the proposed water supply issued by the State Division of Drinking Water.
- 4.8.2 Evidence of coordination with the public or private water service provider, including an agreement for service and an indication of the service area of the proposed water supplier, commitment service letter or other binding arrangement for the provision of water services.
- 4.8.3 Evidence that water rights have been obtained including an application for appropriation or change application endorsed by the State Engineer pursuant to Section 73-3-10 of the Utah Code, and a certificate of appropriation or certificate of change issued in accordance with Section 73-3-16 of the Utah Code. The County shall not accept an application or certificate that has lapsed, expired or been revoked by the State Engineer.

4.8.4 A certificate of convenience and necessity or an exemption therefrom, issued by the State Public Service Commission, for the proposed water supplier.

4.9 Fire Protection.

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

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

4.10 Recreation. A letter from the Snyderville Basin Special Recreation District indicating that all requirements of the District and the terms of this Development Agreement have been satisfied.

4.11 Comprehensive Sign Plan Required. Although not currently permitted under the Development Code, the County Council, in their legislative capacity hereby finds: 1) that there exists currently, a comprehensive sign plan for the project; and 2) that the existing sign regulations do not and cannot meet the needs of the Project and that given the nature of the Project and its uses, the Comprehensive Sign Plan which is included in the Olympic Park SPA Plan Book of Exhibits as Exhibit F, is appropriate for the Project. ~~The Comprehensive Sign Plan has been reviewed and approved by the Summit County Community Development Department.~~ The Comprehensive Sign Plan addresses all design, size, location, lighting, and other related standards for all commercial business identification signs, residential development identification signs, directional signs, and any other signs that may be contemplated by the Developer.

4.12 Lighting Plan Required. The Lighting Plan which is included in the Olympic Park SPA Plan Book of Exhibits as Exhibit D, is appropriate for the Project. The adopted sign plan includes requirements that to the maximum extent possible, there be no bleeding or spillover from the lighting and that as technology and energy efficiency improves, use of those technologies are encouraged but not required so long as the intent to limit the impacts of the lighting are met. ~~The Lighting Plan has been reviewed and approved by the Summit County Community Development Department under the applicable Development Code.~~

4.13 Land Use and Zoning Chart. There is hereby adopted a Land Use and Zoning chart which sets forth the uses, densities and processes by which development at the Project shall occur. The Land Use and Zoning Chart is included in the Olympic Park SPA Plan Book of Exhibits as Exhibit C.

4.14 Design Review Committee. There is hereby established a Design Review Committee ("DRC") which shall be made up of (how many?) members. The membership shall include two (2) members of the Snyderville Basin Planning Commission and one (1) planner from the Summit County Community Development Department. The remaining membership shall be appointed by the Developer.

4.14.1 Prior to the submission of any development application for the Project, the DRC shall meet, review for SPA compliance and make recommendations for the approval, approval with conditions or denial of any specific project.

4.14.2 A recommendation from the DRC shall be required as part of any development application with the County.

Formatted: No underline

Formatted: Indent: Left: 0.5", No bullets or numbering

4.13 4.14.3 Upon receiving notice from the Developer of any development application, the DRC shall meet and confer within sixty (60) days of that notice. Failure to meet within that time period shall be deemed an “approval” of the application which may then be filed with the County.

4.144.15 Low Impact Permit Approval. Whenever in this Development Agreement a Low Impact use or approval process is designated or required, the Developer shall submit for approval and review by the County all applicable information and documents in accordance with the provisions of Section 3.4 of the Code. With regard to this Development Agreement, the qualifications set forth in Section 3.4 of the Code shall be expanded to allow compliance with the terms and provisions of this Development Agreement.

4.154.16 Conditional Use Permit Approval. Whenever in this Development Agreement a Conditional Use or approval process is designated or required, the Developer shall submit for approval and review by the County all applicable information and documents in accordance with the provisions of Section 3.5 of the Code. With regard to this Development Agreement, the qualifications set forth in Section 3.5 of the Code shall be expanded to allow compliance with the terms and provisions of this Development Agreement.

4.164.17 Temporary Use Permit Approval. Whenever in this Development Agreement a Temporary Use or approval process is designated or required, Developer shall submit for approval and review by the County all applicable information and documents in accordance with the provisions of Section 3.3 of the Code. With regard to this Development Agreement, the qualifications set forth in Section 3.3 of the Code shall be expanded to allow compliance with the terms and provisions of this Development Agreement.

4.174.18 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.

**Article 5
VESTED RIGHTS**

5.1 Vested Rights/Approved Use, Density, and Configuration. Subject to the terms, conditions and requirements of this Development Agreement, Developer is hereby vested with respect to the Olympic Park SPA as to the uses, densities, configuration, massing, design guidelines and methods, development standards, the Final Site Plan and other approval processes, road placements and size, road curb cuts and connections, and commercial uses, and other improvements, as reflected in the Olympic Park SPA Plan Book of Exhibits and all other provisions of this Development Agreement and amendments hereto. Subject to the conditions and requirements of this Development Agreement, Developer shall have the vested right to have construction plans and Building Permits approved and to develop and construct the Project in accordance with the terms and conditions of this Development Agreement and amendments hereto.

Comment [J1]: We generally don't "vest" this because it requires engineering review. You can "vest" the location of a road as indicated on a plat or final site plan, but that's it.

Formatted: Highlight

5.2 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 master plans, policies, ordinances and regulations after the date of the Development Agreement. Notwithstanding the retained power of the County to enact such legislation under the police power, such legislation shall only be applied to modify the vested rights described in Article 5.1, as well as other provisions of this Development Agreement, 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), U.C.A. § 17-27a-508, or other successor case and statutory law). Any such proposed change affecting the vested rights of Developer and other provisions of this Development Agreement shall be of general application to all development activity in the Snyderville Basin; and, unless the County declares an emergency, 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 Property 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 County Council in the event Developer alleges that its rights under this Development Agreement have been adversely affected.

5.3 ~~Normal Operating Capacity / Mass-Gathering Special-Event Permits.~~ County acknowledges and agrees that there is existing operating capacity within the Olympic Park Spa to accommodate up to 2,000 people at any one point and therefore the facility is recognized for having ~~that an~~ approved normal operating capacity of ~~_____~~. Accordingly, the County Council in its legislative capacity hereby waives the requirement under the Code that Developer apply for and obtain a ~~mass-gatheringspecial event~~ permit for ~~events and activities~~ events it is hosting within the Olympic Park Spa ~~for capacities 2,000 people and less.~~ ~~However, should temporary facilities such as tents and food vendor carts be a part of any such activities, normal permitting for temporary facilities and services must receive the normal county service provider permits. At the discretion of the County’s Community Development Director, should the Utah Olympic Park show repeated failures to satisfy local regulatory agencies (such as Health and Fire District), then the Community Development Director shall have the ability to require traditional special event permits of the Park up until regular compliance has been met for any events under 2,000 people.~~ ~~Notwithstanding the above,~~ if it is reasonably foreseeable the expected crowd for any given event (i.e. an Olympic event) will exceed 2,000 people, Developer shall comply with County regulations regarding the application for and the obtaining of a ~~mass-gatheringspecial event~~ permit for such event.

5.4 ~~Towers and Recreational Structures.~~ Non-building structures at the Olympic Park SPA that are in excess of thirty-two (32) feet such as ~~existing~~ chairlift towers, adventure course towers and recreational towers and non-building structures of a similar type and nature shall be deemed support infrastructure and shall be deemed a ~~permitted-conforming use, and shall not require~~ The Developer shall follow the ~~permitting process as outlined in Exhibit C~~ (“~~Allowable Use Land Use and Zoning~~” chart) to obtain any ~~appropriate low-impact permit or conditional-use~~ permit from ~~the~~ County ~~for future non-building structures.~~

~~5.5 Dedication of Bear Hollow Drive.~~ ~~Developer and County acknowledge and agree that Bear Hollow Drive (as shown on the attached Exhibit) was initially constructed by the State of Utah and is currently maintained by County, notwithstanding that the current ownership is with Developer. Developer shall dedicate Bear Hollow Drive to County and County hereby agrees to accept such dedication notwithstanding any failure of the existing Bear Hollow Drive to meet County road construction standards.~~

~~5.6~~ ~~Property Tax Waiver.~~ **[FURTHER DISCUSSION WITH COUNTY. DEVELOPER IS A NOT-FOR-PROFIT ENTITY AND WILL BE SUPPLYING A SUBSTANTIAL BENEFIT TO THE COMMUNITY. IN ADDITION, IT IS A CENTRAL PURPOSE OF THE PROJECT TO PRESERVE THE LONG TERM VIABILITY OF THE OLYMPIC PARK BY OBTAINING ADDITIONAL FUNDING TO AVOID DEPLETING THE ENDOWMENT ESTABLISHED TO FUND THE OPERATION OF THE OLYMPIC PARK. ACCORDINGLY, AS A MATTER OF POLICY, SUMMIT COUNTY RECOGNIZES THE NEED FOR ANNUAL PROPERTY TAX**

Comment [J2]: Before the SPBC or SCC give final approval of this language, I would suggest that you (A.C.) circulate the language of this paragraph to all County departments that would review or sign off on a special event permit (Health, Fire, Sheriff, Clerk (DABC), etc. I’d hate to approve the language only to find out they don’t have enough bathrooms to support 2000 people.

~~EXEMPTIONS AND BELIEVES AS A MATTER OF POLICY THAT SUCH TAX EXEMPTIONS ARE APPROPRIATE FOR THE PROJECT. THIS POLICY, HOWEVER, DOES NOT AND CANNOT LIMIT THE REQUIREMENTS UNDER UTAH CODE FOR THE DEVELOPER TO APPLY FOR THE TAX EXEMPTIONS FROM THE BOARD OF EQUALIZATION ANNUALLY. PROPERTY TAXES FOR THE PROJECT SHOULD BE WAIVED. THIS IS CONSISTENT WITH PAST WAIVERS THAT DEVELOPER HAS APPLIED FOR AND OBTAINED. TO AVOID THE UNNECESSARY TIME AND EXPENSE OF REAPPLYING EVERY YEAR FOR SUCH WAIVERS, DEVELOPER IS REQUESTING THAT A LONG TERM WAIVER BE INCORPORATED INTO THIS DEVELOPMENT AGREEMENT. IN THE EVENT ANY FOR-PROFIT DEVELOPMENT PARTNERS CONDUCT ANY DEVELOPMENT AT THE PROJECT, SUCH FOR-PROFIT PARTNERS MAY REMAIN LIABLE FOR ANY APPLICABLE PROPERTY TAXES.~~

5.5

**Article 6
FEES AND MITIGATIONS**

6.1 SPA Rezone Application, Development Agreement Application, Development Review, Engineering and Related Fees. Pursuant to the provisions of Resolution ____, Developer agrees to pay the sum of \$_____ prior to final approval of the Development Agreement by the County Council. Except as expressly provided below in this Article 6, 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 applicable to development application or building permit review and approval. The County may charge such standard planning and engineering review fees, standard building permit review fees, and other fees as are generally applicable at the time of application, pursuant to the provisions of Resolution ____, as amended, or other applicable statutes, ordinances, resolutions, or administrative guidelines. **[FURTHER DISCUSSION WITH COUNTY REGARDING FEES. DEVELOPER IS A NOT-FOR-PROFIT ENTITY AND WILL BE SUPPLYING A SUBSTANTIAL BENEFIT TO THE COMMUNITY. IN ADDITION, IT IS A CENTRAL PURPOSE OF THE PROJECT TO PRESERVE THE LONG TERM VIABILITY OF THE OLYMPIC PARK BY OBTAINING ADDITIONAL FUNDING TO AVOID DEPLETING THE ENDOWMENT ESTABLISHED TO FUND THE OPERATION OF THE OLYMPIC PARK. ACCORDINGLY, THE DEVELOPER REQUESTES CONSIDERATION ON THE DISCOUNTING OF ANY APPLICATION OR OTHER FILING / REVIEW FEES.**

6.2 Impact Fees. The Olympic Park SPA shall be subject to all impact fees which are currently imposed and are in effect as of the date of this Development Agreement. 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 Olympic Park SPA 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 Olympic Park SPA based upon the application of the Rational Nexus Test (as defined in Section 6.4). **[FURTHER DISCUSSION WITH COUNTY. DEVELOPER IS A NOT-FOR-PROFIT ENTITY AND WILL BE SUPPLYING A SUBSTANTIAL BENEFIT TO THE COMMUNITY. IN ADDITION, IT IS A CENTRAL PURPOSE OF THE PROJECT TO PRESERVE THE LONG TERM VIABILITY OF THE OLYMPIC PARK BY OBTAINING ADDITIONAL FUNDING TO AVOID DEPLETING THE ENDOWMENT ESTABLISHED TO FUND THE OPERATION OF THE OLYMPIC PARK. ACCORDINGLY, THE LEGACY FOUNDATION SEEKS A FULL WAIVER ON ALL IMPACT FEES FOR THE PROJECT FOR ALL PROJECTS INITIATED AND OWNED BY THE FOUNDATION.. IN THE EVENT ANY FOR-PROFIT DEVELOPMENT PARTNERS CONDUCT ANY DEVELOPMENT AT THE PROJECT, THE DEVELOPER REQUESTS THAT SUCH FOR-PROFIT PARTNERS**

Formatted: Indent: Left: 0", Hanging: 0.5", Outline numbered + Level: 2 + Numbering Style: 1, 2, 3, ... + Start at: 1 + Alignment: Left + Aligned at: 0" + Tab after: 0.29" + Indent at: 0.29", Tab stops: 0.5", List tab + Not at 0.29"

Comment [J3]: I believe the notes from Engineering should continue to be included for discussion with the SCC:
- 1. The requirement that any fees waived need a finding of where and how the loss in fees is to be replaced
- 2. The discussion that that fees can only be waived for the non-profit, not for profit builders
- 3. A recognition of the capacity issue consistent with the other provisions, but a statement about how the LOS on each project is to be credited (prior development or this development.

RECEIVE A 50% DISCOUNT ON ALL STANDARD IMPACT FEES RELATED TO THAT DEVELOPMENT. DEVELOPER ALSO REQUESTS THAT SPECIFIC LANGUAGE BE INCORPORATED INTO THIS AGREEMENT STATING: (I) NO PHASE OR BUILDING WITHIN THE PROJECT SHALL BE DELAYED OR WITHHELD BY COUNTY DUE TO ANY FINDING THAT ADDITIONAL TRAFFIC WOULD REQUIRE A NEW OR EXPANDED INTERSECTION OR ROADWAY; AND (II) NO SUCH INCREASED TRAFFIC RELATING TO THE PROJECT WILL BE DEEMED TO CREATE ANY INTERSECTION FAILURE WITHIN KIMBALL JUNCTION

6.3 Future Olympic Games. In the event that, during the term of this Agreement, the State of Utah is chosen to host another Olympic Games and, as a result of such Olympic Games, the Utah Olympic Park is identified as an official competition venue, the County will look to assist these efforts by:

1. Allowing transportation and security staging areas in designated areas of property located below the Utah Olympic Park and in the surrounding Kimball Junction area, as conceptually outlined in the Olympic Park SPA Plan Book of Exhibits as Exhibit I, subject to any terms and conditions deemed necessary by the County to ensure that any area of disturbance is immediately and effectively mitigated upon termination of the Olympic Games.
2. Provide planning support and assistance to any bid / organizing committee efforts.
3. Fairly negotiate any community services agreements and support to staging a future effort.

6.4 Rational Nexus Test. For purposes of this Development Agreement, 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. v. South Jordan City or its successor case law.

6.5 Transit District. Developer shall not protest the creation of a transportation services district, whose boundaries include the Olympic Park SPA, if such a district is created by authority of the County. **AS A NOT-FOR-PROFIT ENTITY, DEVELOPER SHALL BE EXEMPT FROM ANY ASSESSMENTS OR OTHER NON-FINANCIAL OBLIGATIONS WHICH MAY BE IMPOSED BY SUCH A DISTRICT. HOWEVER, IN THE EVENT ANY FOR-PROFIT DEVELOPMENT PARTNERS CONDUCT ANY DEVELOPMENT AT THE PROJECT, THE DEVELOPER REQUESTS A 50% DISCOUNT FOR ANY FOR PROFIT DEVELOPMENT ASSESSMENTS. SUCH FOR-PROFIT DEVELOPER SHALL HAVE THE RIGHT, IN ACCORDANCE WITH STATE LAW, TO REVIEW AND OBJECT TO ASSESSMENTS OR OTHER NON-FINANCIAL OBLIGATIONS WHICH MAY BE IMPOSED BY SUCH A DISTRICT.**

Formatted: Font: Bold, All caps

Comment [J4]: This still needs discussion and approval by the SCC so I've changed the formatting.

Formatted: Font: Bold, Not Italic, All caps

Formatted: Font: Bold, All caps

**Article 7
PUBLIC BENEFITS**

7.1 Contribution of Public Benefits. As a consideration for the County’s entry into the Development Agreement, Developer shall provide the following Public Benefits beyond those public impacts created by the Project:

7.1.1 UOP Property Open Space Preservation. Developer shall preserve the natural open space areas owned by the Developer and shown on the Final Site Plan in the same general condition as those areas are presently found. Any disturbance of those areas for construction staging or the installation of utility lines shall be restored within one (1) year;

Comment [J5]: Do you want a time frame for this?

- 7.1.2 Trails. Developer shall contribute to community trails and parks including working with the Snyderville Basin Special Recreation District to identify possible trail linkages and trail heads;
- 7.1.3 Recreational Programs. Provide affordable, subsidized long term community recreation programs (especially for Summit County’s youth).
- 7.1.4 Olympic Winter Sport. Provide unique public program offerings that highlight our region’s support and interest in Olympic Winter Sport.
- 7.1.5 Olympic Legacy Foundation. Provide local organizational leadership towards initiatives of Utah’s Olympic Legacy Foundation that ties in statewide interests to Summit County
- ~~7.1.5~~7.1.6 Education Outreach. The nature of the Utah Athletic Foundation (d.b.a. “Utah Olympic Legacy Foundation”) is to promote an ongoing legacy of the Olympic movement’s efforts, to include efforts to promote sport and physical activity for all (especially for the communities youth) and to promote educational curriculum and community partner programs that have similar interests. It is the intent of the leadership of the Utah Athletic Foundation to utilize the Utah Olympic Park for numerous and diverse community meetings and educational components that will serve a broad regional and statewide interest.

Formatted: No bullets or numbering

**Article 8
SUCCESSORS AND ASSIGNS**

- 8.1 Binding Effect. This Development Agreement shall be binding on the successors and assigns of Developer in the ownership or development of any portion of the Olympic Park 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 in accordance with the provisions of Section 8.2 hereof.
- 8.2 Transfer of the Project. Developer shall be entitled to transfer any portion of the Project subject to the terms of the Development Agreement 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 Development Agreement 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 Development Agreement have been substantially completed as evidenced by a certificate of occupancy granted by the County. Notwithstanding the above provisions, any transfer shall negate and render null and void the provisions of sections 5.6, 6.1, 6.2, and 6.5 of this Agreement.
- 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 Development Agreement, and, in such event, the transferee shall be fully substituted as Developer under the Development Agreement, and Developer shall be released from any further obligations with respect to this Development Agreement 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 Development Agreement to construct or complete improvements or to guarantee such construction or completion, but shall otherwise be bound by all of the terms and conditions of this Development

Agreement 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 Development Agreement 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 the Development Agreement 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 Development Agreement, including the obligation to complete all required amenities and improvements and to comply with all parking provisions.

Article 9
DEFAULT, TERMINATION AND ARBITRATION

9.1 Default.

9.1.1 Events of Default. Default under this Development Agreement 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 Development Agreement, including any attachments hereto, is materially false or proves to have been materially false in any material respect when it was made.
- (b) A finding and determination made by the Summit County Manager by substantial evidence that the Developer has not complied in good faith with one or more of the material terms or conditions of this Agreement.
- (c) Any other event, condition, act or omission by Developer, which materially interferes with the intent and objective of this Development Agreement, after the expiration of all notice and cure periods.

9.1.2 Notice and Cure of 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 Development Agreement by giving written notice in accordance with the procedure adopted by the County. Failure or delay in giving notice of default shall not constitute a waiver of any default, nor shall it change the time of default. Notwithstanding the thirty (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.

9.1.3 Non-Waiver. Neither party waives any claim of defect in performance of this Development Agreement by the other party.

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

9.2 Termination

- 9.2.1 Termination Upon Repudiation. An express repudiation, refusal or renunciation of this Development Agreement, if the same is in writing and signed by the Developer, shall be sufficient to terminate this Development Agreement and a hearing on the matter shall not be required.
- 9.2.2 Termination Upon Completion of Development. This Development Agreement 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 Development Agreement as set forth in paragraph 10.5. The County shall record a notice that this Development Agreement has been fully performed and therefore has been terminated.
- 9.2.3 Effect of Termination on Developer Obligations. Termination of the Development Agreement as to any Developer of the Project or any portion thereof shall not affect any such Developer’s obligations under this Agreement or 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 Development Agreement. Termination of the Development Agreement shall not affect or invalidate in any manner Developer’s obligations of indemnification and defense under Section 10.17 or the survival provisions of Section 8.1.
- 9.2.4 Effect of Termination on the County Obligations. Upon any termination of the Development Agreement, the entitlements (including density), conditions of development, limitations on fees, and all other terms and conditions of the Development Agreement and any amendments shall no longer be vested by reason of the Development Agreement 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 Development Agreement 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 the Olympic Park SPA Plan Book of Exhibits.
- 9.2.5 Reversion to Regulations for Unimproved Portions of the Project. Should the County terminate the Development Agreement under the provisions hereof, Developer’s remaining unimproved portions of the Project will thereafter comply with and be governed by the applicable County Development 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. ~~With the exception of land identified for “residential uses” in Article 2.2 of this agreement, nNN~~ property may be added to the Project or to the Olympic Park SPA for purposes of the Development Agreement, except by written amendment. This Development Agreement shall not affect any land other than the Project.

Comment [J6]: To be consistent with the other terms of the SPA (2.2 and 10.6.1) this suggested precursor language should be omitted.

- 10.2 Development Agreement to run with the Land. The Development Agreement 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 Development Agreement. The Development Agreement 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 assurances of continued vested development rights under the Development Agreement.
- 10.4 Laws of General Applicability. Where the Development Agreement refers to laws of general applicability to the Olympic Park SPA and other properties, that language shall be deemed to refer to laws, which apply to, all other developed and subdivided properties within the Snyderville Basin of Summit County.
- 10.5 Duration. The term of this Development Agreement shall commence on, and the effective date of this Development Agreement shall be, the effective date of the Ordinance approving this Development Agreement. The initial term shall be for a ten (10) year period. Prior to the expiration of any ten (10) year term, the Developer may request ~~one (1)~~ an additional ten (10) year extensions of this Agreement from the County Council. The request may be made no more than two (2) times for a total duration of thirty (30) years if both extensions are granted. The County Council shall review the extension request(s) to ensure that the Developer is in compliance with this Agreement and that the request does not jeopardize the health, safety and welfare of the citizens of Summit County. At the expiration of this Development Agreement, or the renewal period, the property shall become subject to the then existing Development Code and General Plan and all development rights vested under this Agreement shall expire
- 10.6 Amendments.
- 10.6.1 Substantial Amendments. Any amendment to the Development Agreement that alters or modifies the Term of the Development Agreement, permitted uses, addition or removal of any lands, 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 County 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 Development Agreement 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 Development Agreement shall be operative only as to those specific portions of this Development Agreement 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 the Development Agreement and the Olympic Park SPA Plan Book of Exhibits (including, without limitation, the Site Plan, Lighting Guidelines, Landscaping Plan, and Architectural Design Guidelines therein), the more specific and/or more restrictive 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 Olympic Park SPA is consistent with the purpose and intent of the relevant provisions of the Snyderville Basin 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 Development Agreement, 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 Development Agreement without an appeal having been filed or (ii) the final determination of any court upholding this Development Agreement, whichever occurs later, and excepting the parties' respective rights and obligations under this Development Agreement, Developer, on behalf of itself and Developer's partners, officers, directors, employees, agents, attorneys and consultants, hereby releases the County and the County's council members, officials, employees, agents, attorneys and consultants, and the County, on behalf of itself and the County's council members, officials, employees, agents, attorneys and consultants, hereby releases 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 Development Agreement in connection with the application, processing or approval of the Olympic Park SPA Zone District, Olympic Park SPA Plan, and the Development Agreement and amendments, to include any claims for vested development rights by any Developer on property which is within the Olympic Park SPA Zone District.
- 10.9 State and Federal Law. The parties agree, intend and understand that the obligations imposed by the Development Agreement are only such as are consistent with state and federal law. The parties further agree that if any provision of the Development Agreement becomes, in its performance, inconsistent with state or federal law or is declared invalid, the Development Agreement shall be deemed amended to the extent necessary to make it consistent with state or federal law, as the case may be, and the balance of the Development Agreement shall remain in full force and effect.
- 10.10 Enforcement. The parties to this Development Agreement recognize that the County has the right to enforce its rules, policies, regulations, and ordinances, subject to the terms of this Development Agreement, and may, 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 the Development Agreement 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 County 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 Development Agreement 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 Development Agreement is amended by vote of the County Council taken with the same formality as the vote approving the Development Agreement, no officer, official or agent of the County has the power to amend, modify or alter this Development Agreement or waive any of its conditions as to bind the County by making any promise or representation not contained herein.
- 10.12 Entire Agreement. The Development Agreement constitutes the entire agreement between the parties with respect to the issues addressed herein and supersedes all prior agreements, whether oral or written, covering the same subject matter. The Development Agreement may not be modified or amended except in writing mutually agreed to and accepted by both parties to the Development Agreement.
- 10.13 Notices. Any notice, confirmation or other communication hereunder (each, a "Notice") 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:

The 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:

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

To Developer:

Colin Hilton
President / CEO
Utah Olympic Legacy Foundation
PO Box 980337

3419 Olympic Parkway
 Park City, Utah 84098
 Facsimile: (435) 658-4250

With a copy to:

Ira B. Rubinfeld, Esq.
 Ray Quinney & Nebeker P.C.
 36 South State Street, Suite 1400
 Salt Lake City, Utah 84111
 Facsimile: (801) 532-7543

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

- 10.14 Applicable Law. This Development Agreement is entered into under and pursuant to, and is to be construed and enforceable in accordance with, the laws of the State of Utah.
- 10.15 Execution of Development Agreement. The Development Agreement 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.
- 10.16 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; 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 Development Agreement. Developer agrees to pay all costs for the defense of the County and its officers, agents, employees, consultants, attorneys, special counsel and representatives regarding any action for damages, just compensation, restitutions, judicial or equitable relief caused or alleged to have been caused by reason of Developer's actions in connection with the Olympic Park SPA or any claims arising out of the Development Agreement. This hold harmless agreement applies to all claims for damages, just compensation, restitution, judicial or equitable relief suffered or alleged to have been suffered by reason of the events referred to in this section or due by reason of the terms of, or effects arising from the Development Agreement regardless of whether or not the County prepared, supplied or approved the Development Agreement, 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 Development Agreement or asserting that damages, just compensation, restitution, judicial or equitable relief is due by reason of the terms of, or effects arising from the Development Agreement. County may make all reasonable decisions with respect to its representation in any legal proceeding.
- 10.16.1 Exceptions to Hold Harmless. The agreements of Developer in Section 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 Development Agreement for just compensation ~~or attorneys' fees.~~

- 10.16.2 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.
- 10.17 Relationship of Parties. The contractual relationship between the County and Developer arising out of the Development Agreement is one of independent contractor and not agency. It is specifically understood by the parties that: (a) the Olympic Park 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 Development Agreement 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 Development Agreement.
- 10.18 No Third Party Beneficiaries. The Development Agreement is not intended to affect or create any rights or obligations on the part of third parties.
- 10.19 Computation of Time. In computing any period of time pursuant to the Development Agreement, the day of the act, event or default from which the designated period of time begins to run shall be included, unless it is a Saturday, Sunday, or legal holiday, in which event the period shall begin to run on the next day which is not a Saturday, Sunday, or legal holiday.
- 10.20 Titles and Captions. All section titles or captions contained in the Development Agreement are for convenience only and shall not be deemed part of the context nor affect the interpretation hereof.
- 10.21 Savings Clause. If any provision of the Development Agreement, or the application of such provision to any person or circumstance, shall be held invalid, the remainder of the Development Agreement, or the application of such provision to persons or circumstances other than those as to which it is held invalid, shall not be affected thereby.
- 10.22 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.
- 10.23 Severability. If any provision of the Development Agreement, or the application of such provision to any person or circumstance, is held invalid, void, or unenforceable, but the remainder of this Development Agreement can be enforced without failure of material consideration to any party, then the remainder of the Development Agreement shall not be affected thereby and it shall remain in full force and effect, unless amended or modified by mutual consent of the parties. If any material provision of the Development Agreement 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 Development Agreement by providing written notice of such termination to the other party.

10.24 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 Development Agreement 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.

10.25 Recordation of Development Agreement. The Development Agreement may be recorded by either party with the Summit County Recorder.

IN WITNESS WHEREOF, this Development Agreement has been executed by Summit County, acting by and through the County Council of Summit County, State of Utah, pursuant to Ordinance _____, authorizing such execution, and by a duly authorized representative of Developer, as of the above stated date.

COUNTY COUNCIL OF
SUMMIT COUNTY, STATE OF UTAH

By: _____
_____, Chair

Acknowledgement

Summit County Clerk

Approved as to Form

Summit County Attorney

UTAH ATHLETIC FOUNDATION, a Utah non-profit corporation

By: _____
_____, _____

STATE OF UTAH)
 :ss
COUNTY OF SUMMIT)

The foregoing instrument was acknowledged before me this _____ day of _____, 201__ by _____.

Notary Public Residing at: _____
My commission expires: _____