



MEMORANDUM

DATE: November 7, 2013
TO: Summit County Council
FROM: David Thomas, Richard Bullough, Eric Johnson
RE: Echo Sewer Special Service District project

This item concerns approval of six (6) agreements necessary for the construction of the wastewater treatment project for the town of Echo by the Echo Sewer Special Service District.

1. The assignment of an easement which goes across Union Pacific Railroad property that is necessary for the sewer system. The UP Railroad Assignment is in PDF format, as this is the language approved by Union Pacific and is not open to further negotiation.
2. A resolution authorizing an assignment rider between Union Pacific Railroad, the Echo Sewer Company, and the Echo Sewer Special Service District to assign the Echo Sewer Company's rights across railroad lands to the District; and authorizing the District to acquire the assets and liabilities of the Echo Sewer Company and to enter into and execute a sewer system transfer agreement to transfer the system assets and liabilities from the Echo Sewer Company to the District, and relate matters.
3. The transfer of all Echo Sewer Company assets and liabilities to the District. This agreement has two exhibits to it, Exhibit A are the assets, and Exhibit B are the liabilities. These two exhibits are still incomplete. The Echo Sewer Company needs to fill these in.
4. An easement from the Echo Community and Historical Organization, INC. granting use of their land for part of the physical system.
5. An easement from the Echo Community and Historical Organization, INC. granting use of their land for delivery of power to the system.
6. An easement from the Echo Ditch Company allowing the system to cross a culvert owned by the Ditch Company.

With respect to the two agreements that the District will be executing as the Grantee of easements from the Echo Community and Historical Organization, INC. (numbers 4 and 5 above), usually only the Grantor executes the easement. However, in these cases there are reciprocal obligations of the District, as Grantee. Hence, both parties will be signing them.

There is one other easement that the District needs, but which must come from the County and involves the limited use of some County property. Eric Johnson, the attorney for the Echo Sewer Company, will be drawing up that easement for signature by the County Manager, as he will sign as the Grantor. If this easement involves a reciprocal obligation of the District, the Council will also need to sign as the Grantee.

**ECHO SEWER SPECIAL SERVICE DISTRICT,
SUMMIT COUNTY, UTAH**

NOVEMBER 13, 2013

RESOLUTION NO. _____

A RESOLUTION OF THE COUNTY COUNCIL ACTING AS THE GOVERNING AUTHORITY OF THE ECHO SEWER SPECIAL SERVICE DISTRICT AUTHORIZING AN ASSIGNMENT RIDER BETWEEN UNION PACIFIC RAILROAD, THE ECHO SEWER COMPANY, AND THE ECHO SEWER SPECIAL SERVICE DISTRICT TO ASSIGN THE ECHO SEWER COMPANY'S RIGHTS ACROSS RAILROAD LANDS TO THE DISTRICT; AND AUTHORIZING THE DISTRICT TO ACQUIRE THE ASSETS AND LIABILITIES OF THE ECHO SEWER COMPANY AND TO ENTER INTO AND EXECUTE A SEWER SYSTEM TRANSFER AGREEMENT TO TRANSFER THE SYSTEM ASSETS AND LIABILITIES FROM THE ECHO SEWER COMPANY TO THE DISTRICT AND RELATED MATTERS.

WHEREAS, the Echo Sewer Special Service District, Summit County, Utah (the "District") has been established by Summit County to acquire and operate the sewer system (the "System") of the Echo Sewer Company (the "Company") and to accept funding to construct certain improvements to the system to provide sewer services to the Echo community (the "Project"); and

WHEREAS, the Company possesses certain rights of way and other real property rights for the operation of the System, including certain rights for sewer lines under and across certain lands controlled by the Union Pacific Railroad Company (UP); and

WHEREAS, the Company desires to assign its rights to the District and the District desires to receive those rights; and

WHEREAS, the Company desires to transfer its entire sewer system to the District, including all assets and liabilities thereof pursuant to the attached Sewer System Transfer Agreement; and

WHEREAS, the District desires to acquire the entire sewer system of the Company, including all assets and liabilities thereof, pursuant to the attached Sewer System Transfer Agreement:

NOW, THEREFORE, BE IT RESOLVED by the Summit County Council acting as the Governing Authority of the Echo Sewer Special Service District, Summit County, Utah, as follows:

Section 1: The Governing Authority hereby authorizes the District to execute the UP Assignment Rider (attached as Exhibit A) and authorizes the Council Chair to sign such agreement and the County Clerk to attest.

Section 2: The Governing Authority ratifies all actions taken to assign UP rights of the Company to the District and authorizes the District to take all other actions needful or desirable to assign and transfer the Company's rights with UP to the District, including entering into and executing any further documents or agreements. The Council Chair is authorized to sign such documents and the County Clerk to attest to the same.

Section 3: The Governing Authority hereby authorizes the District to acquire the entire sewer system of the Company, including all assets and liabilities, pursuant to the attached Sewer System Transfer Agreement (attached as Exhibit B) and authorizes the Chair of the County Council, acting as the Chair of the District, to execute the Sewer System Transfer Agreement and authorizes the County Clerk, acting as the Secretary of the District, to attest to such execution and to apply the seal of the District thereto.

Section 4: By executing the Sewer System Transfer Agreement and Assignment Rider, the Chair of the County Council, acting as the Chair of the District shall manifest the Chair's consent to any additions or modifications to the Assignment Rider and/or Sewer System Transfer Agreement that may be contained therein and the Chair is authorized to agree to such additions or modifications on behalf of the District.

Section 5: The Governing Authority hereby authorizes the Chair of the County Council, acting as the Chair of the District, to execute and finalize all other documents and certificates desirable to transfer the sewer system of the Company to the District and it authorizes the County Clerk, acting as the Secretary of the District to attest to the execution of all such documents and certificates and to apply the District seal.

Section 6: The Governing Authority hereby ratifies all actions taken heretofore to transfer the Company's sewer system to the District and for the District to undertake the financing and construction of improvements to that system.

Section 7: The Governing Authority hereby authorizes all other actions helpful to the transactions contemplated by this resolution and by prior actions of the District.

Adopted and approved this November 13, 2013.

Claudia McMullin, Chair

ATTEST:

Kent Jones, County Clerk

(S E A L)

EXHIBIT A

UP ASSIGNMENT RIDER

EXHIBIT B

SEWER SYSTEM TRANSFER AGREEMENT

EXHIBIT C

RECORD OF PROCEEDINGS
ECHO SEWER SPECIAL SERVICE DISTRICT, SUMMIT COUNTY, UTAH
NOVEMBER 13, 2013

The County Council of Summit County, Utah, acting as the governing authority of the Echo Sewer Special Service District met in public session at its regular meeting place in the Council Chambers in Coalville, Utah on November 13, 2013, with the following members present:

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

Also present:

Kent Jones	County Clerk
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Absent:

After the meeting had been duly called to order and the minutes of the preceding meeting read and approved, and after other matters not pertinent to this resolution had been discussed, the County Clerk presented to the County Council a Certificate of Compliance With Open Meeting Law with respect to this November 13, 2013 meeting, a copy of which is attached hereto as Exhibit D.

Council member _____ then introduced and moved the adoption of the foregoing resolution, which motion was seconded by Council member _____, and the motion was passed as follow:

AYE:

NAY:

ABSTAIN:

EXHIBIT D

CERTIFICATE OF COMPLIANCE WITH OPEN MEETING LAW

I, Kent Jones, the undersigned County Clerk of Summit County, Utah, do hereby certify, according to the records of Summit County in my official possession, and upon my own knowledge and belief, that in accordance with the requirements of Utah Code Annotated § 52-4-202, I gave not less than twenty-four (24) hours public notice of the agenda, date, time, and place of the November 13, 2013 public meeting held by the Echo Sewer Special Service District as follows:

(a) By causing a Notice, in the form attached hereto to be posted at the Echo Sewer Special Service District's principal offices at least twenty-four (24) hours prior to the convening of the meeting, said Notice having continuously remained so posted and available for public inspection until the completion of the meeting; and

(b) By causing a copy of such Notice, in the form attached hereto to be delivered to a newspaper of general circulation within the county at least twenty-four (24) hours prior to the convening of the meeting.

(c) By causing a copy of the Meeting Notice to be posted on the Utah Public Notice Website at least 24 hours prior to the convening of the meeting.

In addition, the Notice of 2013 Annual Meeting Schedule for the County Council attached hereto was given specifying the date, time and place of the regular meetings of the County Council to be held during the year, by causing said Notice to be (1) posted on December 20, 2012, at the principal office of the County and (2) by causing a copy of said Notice to be provided to at least one newspaper of general circulation within the County on January 13, 2013, and (3) posted on the Utah Public Notice Website on January 17, 2013.

IN WITNESS WHEREOF, I have hereunto subscribed my official signature this November 13, 2013.

County Clerk

(S E A L)

(Attach Meeting Notice and Notice of 2013 Annual Meeting Schedule, including proof of posting thereof on the Utah Public Notice Website)

ASSIGNMENT RIDER

ECHO SEWER COMPANY, an incorporated business, to be addressed at P.O. Box 2, Echo, UT (hereinafter "Assignor") and **UNION PACIFIC RAILROAD COMPANY**, a Delaware corporation (hereinafter "Railroad"), or their predecessors in interest, have heretofore entered into an agreement dated July 10, 1969, bearing Railroad's Audit Number 113904 (hereinafter "Basic Agreement") covering a sewer pipeline located at Echo, Utah.

Effective as of October 7, 2013, the Assignor does hereby sell, assign, transfer and set over, unto **ECHO SEWER SPECIAL SERVICE DISTRICT, UTAH**, a special service district, to be addressed at 60 N. Main, P.O. Box 128, Coalville, Utah, (hereinafter "Assignee") all of Assignor's right, title and interest in and to the Basic Agreement including any supplement or amendment thereto (if any).

The Assignee hereby accepts the above Assignment and agrees to be bound by and to perform and observe fully and faithfully all of the covenants, stipulations and conditions contained in the Basic Agreement and any supplement or amendment thereto (if any) to be performed and observed by the Assignor and assumes all liabilities and obligations mentioned in the Basic Agreement and any supplement or amendment thereto (if any) to be assumed by the Assignor. Assignee represents and warrants to Railroad that Assignee has purchased and is the owner of all improvements located on, in or under the premises leased under the Basic Agreement.

The Railroad, in consideration of the covenants and agreements of the Assignor and the Assignee herein contained, gives its consent to the aforesaid Assignment; PROVIDED, however, that such consent shall not be deemed or construed to authorize any further assignment of the Basic Agreement, whether voluntary, by operation of law, or otherwise, without the prior consent in writing of the Railroad; and PROVIDED, FURTHER, that as between the Assignor and the Railroad, neither said Assignment nor anything herein contained shall be construed as releasing the Assignor, in the event of default by Assignee, from the obligation to perform all of the covenants contained in the Basic Agreement or any supplement or amendment thereto (if any) to be performed by the Assignor, or from any of the liabilities assumed by the Assignor under said agreement(s).

The Assignor, as consideration has paid to Railroad an administrative handling charge of **ONE THOUSAND DOLLARS (\$1000)**.

Executed this 7th day of October, 2013.

UNION PACIFIC RAILROAD COMPANY

**ECHO SEWER SPECIAL SERVICE
DISTRICT, UTAH**

By: _____
Manager-Real Estate

By: _____
Title: _____
(Assignee)

ECHO SEWER COMPANY

By: _____
Title: _____
(Assignor)

SEWER SYSTEM TRANSFER AGREEMENT

This Sewer System Transfer Agreement (“Agreement”) is entered into as of _____, 2013, by and between the **Echo Sewer Company**, a Utah non-profit corporation whose address is 3615 S ECHO RD ECHO, UT 84024 (“Company”), and **Echo Sewer Special Service District, Utah**, a Utah political subdivision and quasi-municipal corporation whose address is 60 N. Main, Coalville, Utah 84017 (“District”).

RECITALS

- A. The Company operates a sewer collection and treatment system in the Echo area of Summit County.
- B. The Company’s sewer system consists generally of collection lines, rights-of-way, and a sewer treatment lagoon and other certain real property interests, and certain personal property, as is more particularly itemized in Exhibit A (collectively, the “Sewer System”).
- C. The Company’s existing liabilities and obligations are itemized in Exhibit B.
- D. The Company is governed by a Board.
- E. The District is governed by a five member Board, currently comprised of the County Council of Summit County, Utah.
- F. It is the desire and intent of the District acting through the County Council as its governing board, as well as the desire and intent of the Company, for the Company to convey all of its assets and liabilities to the District and for the District to acquire all of the assets and liabilities of the Company to enable the District to own, operate and maintain the Sewer System.

AGREEMENT

NOW THEREFORE, in consideration of the terms and conditions contained herein, which the parties expressly deem to be legally sufficient consideration, the parties hereby agree as follows:

1. **TRANSFER OF SEWER SYSTEM ASSETS**

At the time of closing and subject to the terms and conditions set forth herein, the Company agrees to grant, convey, transfer, assign, and deliver to the District, and the District agrees to acquire and accept from the Company, the Company's Sewer System as set forth in Exhibit A. The conveyance shall be on an "AS IS" basis without warranties, expressed or implied, other than warranties of title.

2. **TRANSFER OF SEWER SYSTEM LIABILITIES**

At the time of closing and subject to the terms and conditions set forth herein, the Company agrees to assign and delegate to the District, and the District agrees to accept and assume from the Company, all of the Company's liabilities and obligations set forth in Exhibit B. Except for the obligations described in Exhibit B, the District will not assume any Company obligations, including but not limited to, any obligations under any sewer service agreement, repayment obligation or reimbursement agreement and any state or federal taxes, interest or penalties, or assessments of any kind.

3. **CLOSING**

The closing on the transactions contemplated by this Agreement ("Closing") shall take place at such time and at such location as may reasonably be designated by the parties and is anticipated by the parties to occur prior to the end of calendar year 2013. Although this Agreement is intended to be executed and delivered in advance of Closing, final closing and consummation hereof shall remain conditional upon satisfaction, or written waiver, of the conditions precedent set forth in this Agreement. At Closing, the following shall occur:

3.1 **Conveyance of Assets.** The Company shall convey to the District unencumbered legal title to, and unrestricted possession of, the Sewer System, free and clear of all liens and encumbrances other than those identified in Exhibit B. Such conveyances shall be effected by deed, assignment, bill of sale, or other conveyance instrument(s), all as the District reasonably shall specify.

3.2 **Assumption of Liabilities.** The District shall take and assume from the Company the liabilities and obligations that are hereafter specified in Exhibit B. Such assumption shall be effected by a formal assumption agreement as the Company may reasonably specify.

3.3. **Accounting.** The Company shall convey to the District all of the Company's accounting records, financial information, service agreements, books,

records, etc., excluding minutes, as well as other non-financial records. Accounting records shall include a list and status of delinquent accounts, list of deposits received, charges and credits against such deposits and status of legal actions with respect to such delinquent accounts. After the Closing, copies of such records shall be made available to the Company and its auditors upon request.

4. REPRESENTATIONS AND WARRANTIES

4.1 **Representations and Warranties of the Company.** The Company hereby represents and warrants to the District as follows:

- (a) **Status.** The Company is a Utah non-profit corporation validly existing and in good standing pursuant to Title 16, Chapter 6a, Utah Code Annotated 1953, as amended, at this time under the laws of the State of Utah.
- (b) **Ownership of Sewer System.** The Company owns and holds legal and beneficial title of record to the Sewer System and all of the assets and rights constituting the same as expressly set forth in Exhibit A, and there are no other assets currently owned by the Company that are associated with the Sewer System. All of the Company's known liabilities and obligations associated with the Sewer System are expressly set forth in Exhibit B.
- (c) **Authority.** The Company has the absolute right, power, authority and capacity to enter into and perform this Agreement in accordance with its terms and to assign, transfer and deliver the record, legal and beneficial ownership of the Sewer System to the District as provided in this Agreement without any other or further authorization, action or proceeding.
- (d) **Execution.** The execution and performance of this Agreement by the Company will not violate, or result in a breach of, or constitute a default under, any agreement, instrument, judgment, order or decree to which the Company is a party or to which the Company may be subject, nor will such execution or performance constitute a violation of any fiduciary duty to which the Company is subject.
- (e) **Binding Agreement.** Upon execution and delivery hereof and as of Closing, this Agreement and the agreements and instruments contemplated herein shall be legal, valid and binding obligations of the Company and shall be enforceable against the Company in accordance with their respective terms.
- (f) **Suits and Proceedings.** There are no suits or proceedings known to the Company to be pending or threatened in any court, arbiter or mediator, or before any administrative board, commission, or by any federal, state or other governmental department or agency, which

directly or indirectly affect the Sewer system, or which, if adversely determined, would have a material adverse affect on the Sewer system or the transactions contemplated by this Agreement.

- (g) **Third-Party Approvals.** No consents or approvals of any third party or parties are required prior to the execution, delivery and performance of this Agreement and the other documents referred to herein.
- (h) **No Material Adverse Changes.** Since the date of this Agreement and prior to Closing, there has not been and will not be any undisclosed, material adverse changes in the Sewer System that are known to the Company.
- (i) **No Misstatements.** No statements of information or fact by the Company contained in this Agreement or furnished by the Company to the District pursuant to this Agreement, contain or will contain any untrue statement of a material fact, or have omitted any material fact(s) necessary to make such statements or information not misleading. There are no facts known to the Company which have not been disclosed to the District and which, in light of the circumstances presently prevailing, could reasonably be expected to have a material adverse effect on the Sewer System.

4.2 Representations and Warranties of the District. The District hereby represents and warrants to the Company as follows:

- (a) **Status.** The District is a Utah political subdivision and quasi-municipal corporation duly organized, validly existing, and in good standing under the laws of the State of Utah, and has full power and authority to own, operate and lease its properties as presently owned, operated and leased.
- (b) **Authority.** The District has the absolute right, power, authority and capacity to enter into and perform this Agreement in accordance with its terms and acquire the Sewer System from the Company and to operate the integrated Sewer System as provided in this Agreement without any other or further authorization, action or proceeding.
- (c) **Execution.** The execution and performance of this Agreement by the District will not violate, or result in a breach of, or constitute a default under, any agreement, instrument, judgment, order or decree to which the District is a party or to which the District may be subject, nor will such execution or performance constitute a violation of any fiduciary duty to which the District is subject.
- (d) **Binding Agreement.** Upon execution and delivery hereof and as of Closing, this Agreement and the agreements and instruments contemplated herein shall be legal, valid and binding obligations of

the District and shall be enforceable against the District in accordance with their respective terms.

- (e) **Suits and Proceedings.** There are no suits or proceedings known to the District to be pending or threatened in any court, arbiter or mediator, or before any administrative board, commission, or by any federal, state or other governmental department or agency, which directly or indirectly affect the Sewer System, or which, if adversely determined, would have a material adverse effect on the Sewer System or the transactions contemplated by this Agreement.
- (f) **Third-Party Approvals.** No consents or approvals of any third party or parties are required prior to the execution, delivery and performance of this Agreement and the other documents referred to herein.
- (g) **No Misstatements.** No statements of information or fact by the District contained in this Agreement or furnished by the District to the Company pursuant to this Agreement, contain or will contain any untrue statement of a material fact, or have omitted any material fact(s) necessary to make such statements or information not misleading. There are no facts known to the District which have not been disclosed to the Company and which, in light of the circumstances presently prevailing, could reasonably be expected to have a material adverse effect on this transaction.

5. **CONDITIONS PRECEDENT**

5.1 **Conditions of the Company's Obligation to Close.** The obligation of the Company to consummate the transactions contemplated by this Agreement is subject to the fulfillment (or the waiver thereof by the Company in writing) of the following conditions at or before Closing:

- (a) **The District's Representations.** All representations and warranties made by the District shall be true, accurate and correct as of Closing, and there shall be no breach in the warranties or covenants made hereunder by the District.
- (b) **Third Party Approvals.** No third party consents are required to transfer the Company's assets and liabilities to the District.
- (c) **Delivery of Documents.** The District shall have executed and delivered to the Company any and all documents necessary or advisable to consummate the transactions contemplated by this Agreement.

5.2 **Conditions of the District's Obligation to Close.** The obligation of the District to consummate the transactions contemplated by this Agreement is subject to the fulfillment (or the waiver thereof by the District in writing) of the following conditions at or before Closing:

- (a) The Company's Representations. All representations and warranties made by the Company shall be true, accurate and correct as of Closing, and there shall be no breach in the warranties or covenants made hereunder by the Company.
- (b) Third Party Approval. No third party consents are required for the District to accept the assets and liabilities of the Company.
- (c) Delivery of Documents. The Company shall have executed and delivered to the District any and all documents required or necessary to consummate the transactions contemplated by this Agreement.

6. INDEMNIFICATION

- 6.1 **Indemnification of the Company.** Without waiving, and subject to, any governmental immunity provided by law to either party, the District shall indemnify, defend, and hold harmless the Company, and its officers, directors, employees and agents from any and all damages, claims, liabilities, losses, costs and expenses whatsoever arising out of, attributed to, or incurred with respect to: (a) any untruth, inaccuracy, or breach of any warranty or representation made by the District under this Agreement; (b) the untruths or inaccuracy of any representation in, or omission from any certificate or instrument executed and delivered or to be executed and delivered by or on behalf of the District in connection with this Agreement; (c) any obligation assumed by the District pursuant to this Agreement; and (d) any act or omission by the District in any liability, claim, loss or litigation involving the Sewer System and that relates to facts or circumstances arising after Closing.
- 6.2 **Indemnification of the District.** Without waiving, and subject to, any governmental immunity provided by law to either party, the Company shall indemnify, defend, and hold harmless the District, and its officers, trustees, employees and agents from any and all damages, claims, liabilities, losses, costs and expenses whatsoever arising out of, attributed to, or incurred with respect to: (a) any untruth, inaccuracy, or breach of any warranty or representation made by the Company under this Agreement; (b) the untruths or inaccuracy of any representation in, or omission from any certificate or instrument executed and delivered or to be executed and delivered by or on behalf of the Company in connection with this Agreement; (c) any obligations of the Company not assumed by the District pursuant to Article 2 hereof; and (d) any act or omission by the Company in any liability, claim, loss or litigation involving the Sewer System that relates to facts or circumstances not identified in Exhibit B arising prior to Closing.
- 6.3 **Indemnification Procedures.** Upon receipt by an indemnified party of notice of any action, suit, proceeding, claim, demand or assessment against such indemnified party which might give rise to a claim for indemnification, each indemnified party shall give written notice of it to the indemnifying party indicating the nature of such matter and the basis for it. A claim to

indemnity may, at the option of the indemnified party, be asserted as soon as such action has been threatened by a third party orally or in writing, regardless of whether actual harm has been suffered or out-of-pocket expenses incurred. The indemnifying party, at its expense, shall assume the complete defense of such action, suit, proceeding, claim, demand, or assessment with full authority to conduct such defense and to settle or otherwise dispose of the same, and the indemnified party will fully cooperate in such defense, and shall have the right to participate in such defense at its own cost and expense. Any such action shall be handled consistently with the commercially reasonable normal business practices of the indemnifying party. Notwithstanding anything to the contrary, the indemnifying party will not, in defense of any such action, suit, proceeding, claim, demand, or assessment, except with the consent of the indemnified party, consent to the entry of any judgment against the indemnified party or enter into any settlement which does not include as an unconditional term of it the giving by the claimant or plaintiff to the indemnified party of a release from all liability in respect of such matter. If the indemnifying party is precluded from, fails, or refuses to provide an adequate defense of the indemnified party, and the indemnified party has given notice to the indemnifying party of a demand to defend, the indemnifying party shall be liable to the indemnified party for such legal or other expenses subsequently incurred by the indemnified party in connection with the defense of any action, suit, proceeding, claim, demand, or assessment.

7. **DEFAULT**

In the event that any of the following occurs, the non-defaulting party shall be entitled to terminate this Agreement and to pursue any and all legal and/or equitable rights and remedies which it may have against the defaulting party including, without limitation, the remedy of specific performance:

- 7.1 **False Statement.** Any written representation, warranty or statement made by either party hereto, or any written statement, report or document which is required to be furnished to either party hereunder, is materially false or misleading; or
- 7.2 **Failure to Comply.** Failure by either party to comply with any or all terms of this Agreement, provided that such failure has continued for ten (10) days following receipt by the other party of written notice specifying with particularity such failure and requesting the defaulting party to cure such failure.
- 7.3 **Termination for Breach.** Should the Company fail to convey the Sewer System to the District at the Closing as provided in this Agreement, the District may terminate this Agreement by so notifying the Company in writing as provided in the "Notice" provision of this Agreement. The parties recognize that, upon transferring the Sewer System to the District, the Company will no longer have the ability to provide sewer service to its users. Consequently, should the District fail or refuse to provide service to such

users who are current on all obligations to the District and are in compliance with the District's applicable rules and regulations, the Company or the affected user(s) may provide a written notice to the District as provided in the "Notice" provision and the District shall be required to correct the deficiency as quickly as is reasonably possible.

8. ADDITIONAL PROVISIONS

- 8.1 **Cooperation.** Both the Company and the District agree to cooperate with each other in carrying out the express intent of this Agreement, including the timely execution of all necessary documents and the provision of records and information to the other party as requested.
- 8.2 **Survival of Representations and Warranties.** The respective obligations of the District and the Company hereunder and all representations and warranties made in this Agreement, all exhibits hereto, and all certificates and documents delivered pursuant hereto, shall survive Closing.
- 8.3 **Binding Agreement.** This Agreement shall be binding upon and shall inure to the benefit of the successors and assigns of the respective parties hereto.
- 8.4 **Captions.** The headings used in this Agreement are inserted for reference purposes only and shall not be deemed to define, limit, extend, describe, or affect in any way the meaning, scope or interpretation of any of the terms or provisions of this Agreement or the intent hereof.
- 8.5 **Counterparts.** This Agreement may be signed in any number of counterparts with the same effect as if the signatures upon any counterpart were upon the same instrument. All signed counterparts shall be deemed to be one original.
- 8.6 **Severability.** The provisions of this Agreement are severable, and should any provision hereof be void, voidable, unenforceable or invalid, such void, voidable, unenforceable or invalid provision shall not affect the other provisions of this Agreement.
- 8.7 **Waiver of Breach.** Any waiver by either party of any breach of any kind or character whatsoever by the other, whether such be direct or implied, shall not be construed as a continuing waiver of, or consent to, any subsequent breach of this Agreement.
- 8.8 **Cumulative Remedies.** The rights and remedies of the parties hereto shall be construed cumulatively, and none of such rights and remedies shall be exclusive of, or in lieu or limitation of, any other right, remedy or priority allowed by law.

- 8.9 **Merger.** This Agreement constitutes the entire agreement between the parties relating to their respective Sewer Systems and the integrated Sewer System and supersedes, terminates, and/or consolidates all prior agreements and negotiations concerning the matters addressed herein.
- 8.10 **Amendment.** This Agreement may not be modified except by an instrument in writing signed by the parties hereto.
- 8.11 **Interpretation.** This Agreement shall be interpreted, construed and enforced according to the substantive laws of the state of Utah.
- 8.12 **Attorney Fees.** In the event any action or proceeding is brought by either party concerning this Agreement, the prevailing party shall be entitled to recover its expenses and reasonable attorney fees, whether such sums are expended with or without suit, at trial, on appeal or in any bankruptcy or insolvency proceeding.
- 8.13 **Notice.** All notices provided for herein shall be in writing and shall be given by first class mail, certified or registered, postage prepaid, addressed to the parties at their respective addresses set forth below or to such address as may hereafter be designated to the other party in writing:
- to the Company: Echo Sewer Company
3615 S ECHO RD
ECHO, UT 84024
- to the District: Echo Sewer Special Service District
60 N. Main,
Coalville, Utah 84017
- with a copy to: Eric Todd Johnson
Blaisdell & Church, P.C.
5995 S. Redwood Rd.
Taylorsville, Utah 84123
- 8.14 **Exhibits and Recitals.** All exhibits and/or addenda attached or to be attached hereto before closing and recitals shall be considered to be fully incorporated into, and made a part of, this Agreement as if such exhibits, addenda, and/or recitals were fully and completely set forth herein. Any internal inconsistencies, however, shall be resolved in favor of the terms specifically set forth in the body of this Agreement.
- 8.15 **Time of Essence.** Time is the essence of this Agreement.
- 8.16 **Costs.** All costs and expenses, including attorney fees, incurred by either party in conjunction with this Agreement shall be paid by the party which has incurred such costs and expenses, except as otherwise set forth herein.

- 8.17 **Assignment**. Neither party may assign its rights or delegate its duties under this Agreement to any third party without the other's prior written consent, which consent may not be unreasonably withheld or delayed.
- 8.18 **Public Announcement**. Any notices to third parties and other publicity concerning this Agreement and transactions contemplated by this Agreement must be first approved by the other party, but such approval will not be unreasonably withheld or delayed, provided, however, compliance with the requirements of the Utah Government Records Management Act shall not be interpreted or construed as a violation of this provision. In addition, this provision does not apply to routine notices concerning Company Board meetings or the District's meetings, to the agenda for such meetings, or to notices or information provided in connection with obtaining lending approvals.

SIGNATURES PAGE ON FOLLOWING PAGE

SIGNATURE PAGE

**The District:
Echo Sewer Special Service Company**

By _____
Claudia McMullin, Chair

ATTEST:

Kent Jones, County Clerk

(S E A L of DISTRICT)

APPROVED AS TO FORM:

David L. Thomas
Chief Civil Deputy

**Company:
Echo Sewer Company**

By: _____
Chair of Board

ATTEST:

Secretary of Board (S E A L)

**SEWER SYSTEM TRANSFER AGREEMENT
EXHIBIT A**

SEWER SYSTEM ASSETS			
Real Property and Facilities			
Parcel Number	Address	Acreage	Common Description
			Lagoon Site
Pipeline & Easements/Rights-of-Way			
<p>All rights and interests of the Company in and to its pipelines, appurtenances, and facilities and in and to easements and rights-of-way, whether of record, prescriptive, or otherwise, for Sewer collection, storage, treatment, and/or distribution, including but not limited to, the following:</p> <p style="padding-left: 40px;">See attached conveyance and bill of sale forms</p>			
Personal Property – See attached section “Existing Sewer System Assets”			
Vehicles	N/A		
Equipment	N/A		
Supplies	N/A		
Tools	N/A		
Other	Sewer System		
Cash Assets – See attached financial report			
Cash			
Loan Reserves			
Accts Receivable			
Other			

**SEWER SYSTEM TRANSFER AGREEMENT
EXHIBIT B**

SEWER SYSTEM LIABILITIES & OBLIGATIONS				
Debt Obligations				
Loans	Loan #	Balance	Payment Amount	Interest Rate
Contract Obligations				
N/A				
Accounts Payable				
N/A				
Other Obligations or Liabilities				

SEWER SYSTEM TRANSFER AGREEMENT

PIPELINES & EASEMENTS/RIGHTS-OF-WAY

When recorded return to:

Echo Sewer Special Service District

PO Box 128

Coalville Utah 84017

EASEMENT DEED

KNOW ALL MEN BY THESE PRESENTS:

That in consideration of One Dollar (\$1.00) and the right to make two sewer connections for the Historic Echo Church and Historic Echo School buildings without any connection or impact fee, and other good and valuable consideration paid to:

ECHO COMMUNITY AND HISTORICAL ORGANIZATION, INCORATED, a Utah non-profit corporation,

Hereinafter referred to as GRANTOR, and

ECHO SEWER SPECIAL SERVICE DISTRICT

Hereinafter referred to as GRANTEE, the receipt of which is hereby acknowledged, the GRANTOR does hereby grant, bargain, sell, transfer, and convey unto the GRANTEE, its successors and assigns, a construction easement and a perpetual utility easement as hereinafter described over, across, under and through land of the GRANTOR, described as follows:

Parcel Description

TAX ID NO: NS-908-X
Book 1005 Page 139-142

A tract of land commencing at a point which is North 25°07' West 501 feet and North 65° East 29.3 feet from the A.C.B. Monument, which is 35.72 chains West and 21.97 chains North from the SE corner of Section 24, Township 3 North, Range 4 East, SLB&M, and running thence North 65°East 417 feet; thence North 25°07' West 147 feet; thence South 65° West 417 feet; thence South 25°07' East 147 feet to the place of beginning. Containing 1.47 acres, more or less.

The easements may partially or completely lie within GRANTOR's property. For Segment #1 described below; the construction easement shall be 30 feet in width granted for the time of original installation of the facilities hereinafter described, 5 feet on the northerly side and 25 feet on the southerly side of the as-constructed center line of said facilities. **The perpetual easement shall be 10 feet in width, 5 feet on each side of the as-constructed center line of said facilities. For Segment #2 described below; The construction and perpetual easement shall be 30 feet in width, 5 feet on the northerly side and 25 feet on the southerly side of the as-constructed center line of said facilities.**

Centerline Description

Commencing at the Westerly most corner of the grantor's parcel; thence South 25°07'00" East 5.00 feet along boundary of said parcel to the POINT OF BEGINNING; thence along segment #1 North 65°00'00" East 367.00 feet; thence continuing along segment #2 North 65°00'00" East 50.00 feet to the POINT OF ENDING.

The sidelines of said strip shall be lengthened or shortened so as to begin and end at the boundary of the grantors parcel.

Purpose and Conditions

TO HAVE AND TO HOLD the same unto the GRANTEE, the easements as follows:

A construction easement with the right to install and inspect pipelines, valves, and other associated structures and appurtenances, (herein

collectively called "facilities") over, across, under and through the easement; and

A perpetual easement with the right to install, inspect, maintain, operate, repair, protect, remove and replace pipelines, and other associated structures and appurtenances, (herein collectively called "facilities") over, across, under and through the easement.

So long as such facilities shall be maintained, with the right of ingress and egress to and from said easement for the purpose described in the construction and perpetual easements. During temporary periods, the GRANTEE may use such portion of the property along and adjacent to said easement as may be reasonably necessary in connection with the construction, maintenance, repair, removal, or replacement of the facilities. The GRANTEE shall notify GRANTOR prior to entering the easements for purposes of initial construction.

GRANTEE as a condition of the granting of the easements shall pay damages, restore or replace in kind, at the GRANTOR's discretion and at GRANTEE's expense, fences, crops, underground pipes, and other improvements in the event such are damaged by the construction, maintenance, repair, replacement, or removal of the facilities. Grantee shall fully restore the surface of the property and any disturbed areas to the condition as it existed prior to the construction by Grantee. Restoration work will be completed within 30 days of the completion of construction.

Grantee will remove all of its facilities and fully restore the surface, including protection against subsidence, within 30 days following the abandonment of those facilities and provide written relinquishment of this easement to Grantor following such abandonment. Grantee will indemnify and hold Grantor harmless from any and all claims or damages arising from Grantee's construction, use, maintenance, failure to maintain, and ultimate replacement or abandonment of the facilities. This shall include property damage, personal injuries, liens, and any claims relating to the discharge or release of pollutants through the facilities, whether intentional or not, and shall include reasonable attorneys fees incurred by Grantor in the enforcement of this easement and the indemnity. The environmental indemnity is absolute and not based on negligence or malfunction of the facilities. The environmental indemnity shall extend beyond the life of the facilities should they be abandoned in the future.

The GRANTOR shall not build or construct, nor permit to be built or constructed, any building or other similar improvement over, across, or under the said easement, nor change the contour thereof without written consent of the GRANTEE. This easement grant shall be binding upon GRANTOR, his successors and assigns, and shall inure to the benefit of GRANTEE, its successors and assigns, and may be assigned in whole or in part by the GRANTEE.

It is hereby understood that any party securing this grant on behalf of the GRANTEE is without authority to make any representations, covenants, or agreements not herein expressed.

IN WITNESS WHEREOF the GRANTOR and GRANTEE have executed this instrument this _____ day of _____, 2013.

GRANTOR

GRANTEE

STATE OF _____)
:SS.
COUNTY OF _____)

On this _____ day of _____, in the year 2013, before me, personally appeared

(Grantor's Name),

proved on the basis of satisfactory evidence to be the person(s) whose name(s) (is/are) subscribed to this instrument, acknowledged (he/she/they) executed the same. Witness my hand and official seal.

NOTARY PUBLIC

STATE OF UTAH)
 :SS.
COUNTY OF SUMMIT)

On this _____ day of _____, in the year 2013_, before me, personally appeared

Claudia McMullin, Chair of the Summit County Council acting as the Governing Authority of the Echo Sewer Special Service District
and proved on the basis of satisfactory evidence to be the Chair of said Special Service District subscribed to this instrument, and
acknowledged she executed the same. Witness my hand and official seal.

NOTARY PUBLIC

When recorded return to:

Echo Sewer Special Service District

P.O. Box 128

Coalville, Utah 84017

EASEMENT DEED

KNOW ALL MEN BY THESE PRESENTS:

That in consideration of One Dollar (\$1.00) and other good and valuable consideration paid to:

ECHO COMMUNITY AND HISTORICAL ORGANIZATION, INCORATED, a Utah non-profit corporation,

Hereinafter referred to as GRANTOR, and

ECHO SEWER SPECIAL SERVICE DISTRICT

Hereinafter referred to as GRANTEE, the receipt of which is hereby acknowledged, the GRANTOR does hereby grant, bargain, sell, transfer, and convey unto the GRANTEE, its successors and assigns, a construction easement and a perpetual utility easement as hereinafter described over, across, under and through land of the GRANTOR, described as follows:

Parcel Description

TAX ID NO: NS-908-X
Book 1005 Page 139-142

A tract of land commencing at a point which is North 25°07' West 501 feet and North 65° East 29.3 feet from the A.C.B. Monument, which is 35.72 chains West and 21.97 chains North from the SE corner of Section 24, Township 3 North, Range 4 East, SLB&M, and running thence North 65°East 417 feet; thence North 25°07' West 147 feet; thence South 65° West 417 feet; thence South 25°07' East 147 feet to the place of beginning. Containing 1.47 acres, more or less.

The easements may partially or completely lie within GRANTOR's property. The construction easement shall be 10 feet in width granted for the time of original installation of the facilities hereinafter described, 5 feet on either side of the as-constructed center line of said facilities. **The perpetual easement shall be 5 feet in width, 2.5 feet on each side of the as-constructed center line of said facilities.**

Centerline Description

Commencing at the Easterly most corner of the grantor's parcel; thence South 65°00'00" East 156.00 feet along the southerly boundary of said parcel to an existing power pole and the POINT OF BEGINNING; thence North 25°00'00" West 2.50 feet; thence North 25°00'00" East 153.49 feet; thence North 25°07'00" West to the POINT OF ENDING.

Purpose and Conditions

TO HAVE AND TO HOLD the same unto the GRANTEE, the easements as follows:

A construction easement with the right to install and inspect underground wires, cables, conductors, conduits, and other associated structures, poles, pads, meters and appurtenances, (herein collectively called "facilities") over, across, under

STATE OF UTAH)
 :SS.
COUNTY OF SUMMIT)

On this _____ day of _____, in the year 2013, before me, personally appeared Claudia McMullin, Chair of the Summit County Council acting as the Governing Authority of the Echo Sewer Special Service District and proved on the basis of satisfactory evidence to be the Chair of said Special Service District subscribed to this instrument, and acknowledged she executed the same. Witness my hand and official seal.

NOTARY PUBLIC

**AGREEMENT FOR AN EASEMENT FOR THE
CONSTRUCTION AND USE OF A CULVERT**

This Agreement for an easement for the construction and use of a culvert is entered into this ____ day of October, 2013 by and between Echo Ditch Company, whose address is _____ (hereinafter referred to as “Grantor”), and Echo Sewer Special Service District (Echo SSD), Utah a political subdivision of the State of Utah, whose address is 60 N. Main Coalville, Utah 84017 (hereinafter referred to as “Grantee”). This Agreement is entered into subject to the following

RECITALS:

- A. Grantor is the owner of certain real property located within unincorporated Summit County located at the Echo Roadway, approximately 1,100 feet northeast of Echo town (the “Property”); and
- B. Grantee has received a loan and grant to construct an Echo SSD Seepage Field requiring the crossing of Grantor’s irrigation ditch located on the Property. This requires the installation of a pipe in the ditch (the “Project”) and Grantee desires to obtain from Grantor the right to enter the Property and to construct and thereafter maintain a culvert crossing the ditch; and
- C. Grantor and Grantee understand and agree that the construction and maintenance of the culvert herein is for the mutual benefit of both parties; and
- D. Grantor and Grantee agree to cooperate in the maintenance of said culvert as illustrated and described herein.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, Grantor and Grantee hereby agree as follows:

RECITALS

- 1. **Recitals.** The above recitals are restated herein as though fully set forth.
- 2. **Grant of Easement.** Subject to the terms and conditions described herein, Grantor hereby grants and conveys to Grantee a thirty feet (30’) wide nonexclusive, perpetual easement and right of way crossing Grantor’s ditch, as set forth in **Exhibit A** for the following purposes:
 - (a) to construct and thereafter maintain a culvert crossing the ditch for the Echo SSD Seepage field
 - (b) to perform any other acts necessary to protect the culvert from damage.
- 3. **Grantee’s Rights and Obligations:**
 - (a) Grantee shall have and exercise the right to ingress and egress in, to, over and across the Property for any lawful purpose needed for the full enjoyment of the rights granted by Grantee to the Grantor hereunder.

- (b) Grantee agrees to construct, at its sole cost and expense, the culvert, including excavation, and shall remove debris as necessary for the purpose of the Project. The culvert shall be designed and constructed in a good and workmanlike manner so as not to damage any other portion of Grantor's Property.
- (c) Grantee shall not be responsible for removing and/or disposing of any existing vegetation and/or debris from the Property that is unrelated to the culvert crossing.
- (d) Once construction is completed, maintenance of the culvert shall be at Grantee's sole cost and expense.
- (e) Grantee shall have the right to fence the Property or any portion of the Property and shall remove said fencing upon completion of the Project.
- (f) Grantee shall be responsible for obtaining, at its own cost, all permits or authorizations, if required by any governmental agency having jurisdiction, in order to utilize the Property in the manner contemplated hereunder.
- (g) In the event Grantee deems it necessary to enter the Property to perform maintenance or repair activities on the culvert, Grantee shall use its best efforts to notify Grantor and coordinate its activities with Grantor. However, Grantee reserves the right to enter the Property without notice to Grantor in the event of an emergency. Grantee states that it has inspected the Property and is relying upon its own inspection in entering into this Agreement. Grantor makes no representation or warranty with regard to the Property, including, but not limited to, the suitability of the Property for Grantee's purposes or uses to which Grantee intends to put the Property. Should the Grantee terminate the intended use, Grantor shall restore the Property to its prior condition, subject to normal wear and tear, to the extent practicable.

4. Grantor's Rights and Obligations:

- (a) Grantor retains the right to the undisturbed use and occupancy of the Property insofar as such use and occupancy is consistent with and does not impair any grant herein contained.
- (b) Grantor shall maintain the Property in a good and clean condition.
- (c) Grantor shall receive no monetary reimbursement for the construction and maintenance of said culvert.
- (d) Grantor warrants that it has the full right and legal authority to make this Agreement.

5. **Term.** The term of this Agreement shall commence on June 1st, 2013. The Echo SSD seepage field shall remain in place and be maintained as required.

6. **Recording:** Except as otherwise expressly provided herein, all provisions in this Agreement, including the benefits, burdens and covenants, are intended to run with the land and shall be binding upon and inure to the benefit of the respective successors and assigns of the parties hereto. Grantee shall record the Easement in a

timely fashion in the official records of Summit County, and may re-record it at any time as may be required to preserve its rights in the Easement.

7. **Governing Law:** This Agreement shall be governed by the laws of the State of Utah, and any legal action concerning the provisions hereof shall be brought in the County of Summit, State of Utah.
8. **Modification:** This Agreement may only be modified upon written agreement by the parties.
9. **Integration:** The foregoing constitutes the entire agreement between the parties regarding its subject matter and no additional or different oral representation, promise or agreement shall be binding on any of the parties hereto with respect to the subject matter thereof.
10. **Invalidity:** If any term or provision of this Agreement shall, to any extent, be invalid or unenforceable, the remainder of this Agreement shall not be affected thereby, and each provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.
11. **Indemnification:** Grantor agrees to indemnify and hold Grantee harmless from any claim or damages for injuries resulting from actions of their employees or agents, including costs and reasonable attorney fees, arising out of the work performed in this Agreement, except to the extent caused by the negligence or willful misconduct of Grantor, its agents or employees. Likewise, Grantee agrees to indemnify and hold Grantor harmless from any claim or damages for injuries arising out of or in connection with the construction, installation and use of the culvert, except to the extent caused by the negligence or willful misconduct of Grantee its agents or employees. Grantee shall not at any time suffer or permit the attachment to Grantor's Property of any lien for work done or materials furnished in connection with the culvert.
12. **Relationship.** This License between Licensor and Licensee does not create any relationship of co-partner, joint venture, principal and agent or employer and employee. The relationship is that of independent contractor. Licensee will carry on its operations under this License for itself and will be responsible for all of its acts and for the acts of its employees, agents, and invitees. In its use of the Premises, Licensee will exercise due care.
13. **Attorneys Fees.** Should the Licensor be compelled to commence or sustain an action of law or in equity to enforce any of the terms of this License, or to dispossess the Licensee, the Licensee shall pay all reasonable costs in connection therewith if Licensor prevails in such action, including reasonable attorneys' fees.

14. **Effective:** The effective date of this Agreement shall be the date of full execution hereof. The date of full execution hereof shall be deemed to be the last date on which this Agreement has been signed by a party hereto and any changes to the printed form of this Agreement shall have been initialed by the parties.

IN WITNESS WHEREOF, the parties hereto have executed this Easement as of the day and year first above written.

ATTEST:

Echo Ditch Company

By: _____

Ruth Richins, President

Date _____

By: _____

Its: _____

STATE OF _____)

) ss.

COUNTY OF _____)

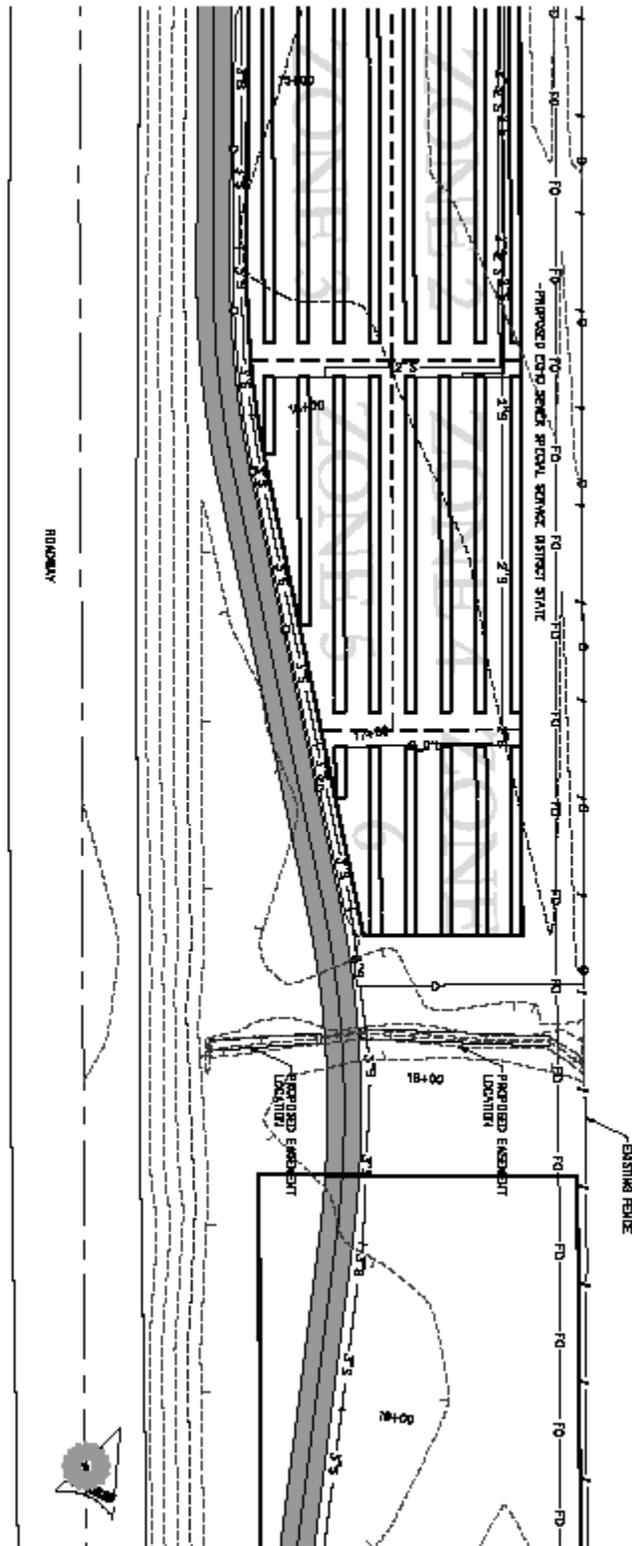
The undersigned, a Notary Public in and for the above state and county, hereby certifies that on the ___ day of _____ 2013 before me personally appeared _____, the _____ of **ECHO DITCH COMPANY**, a corporation, who is known to me as the person and officer described in and who executed the foregoing instrument on behalf of said corporation, and who acknowledge that s/he held the position or title set forth in the instrument and certificate, that s/he signed the instrument of behalf of the corporation by proper authority, and that the instrument was the act of the corporation for the purposes therein stated.

(SEAL)

Notary Public

EXHIBIT A

"Proposed Pipe Location"



SUMMIT COUNTY, UTAH
ORDINANCE # 821

AMENDING THE SNYDERVILLE BASIN ZONE MAP TO REZONE PARCELS PP-63-A-X, PP-63-3-X, PP-63-A-2-X, PP-62-4-X, AND KJS-6-1AM (UTAH OLYMPIC PARK) TO THE “RESORT CENTER” ZONE

WHEREAS, the current Snyderville Basin Development Code and zone map were adopted in 2004; and

WHEREAS, on January 24, 2012 the Snyderville Basin Planning Commission voted unanimously to forward a positive recommendation to the Summit County Council to rezone Parcels PP-63-A-X, PP-63-3-X, PP-63-A-2-X, PP-62-4-X, AND KJS-6-1AM (UTAH OLYMPIC PARK) acres into the Resort Center zone; and

WHEREAS, on March 14, 2012, the Summit County Council reviewed and determined; (1) The amendment complies with the goals of the General Plan; (2) The amendment is compatible with adjacent land uses and will not be overly burdensome on the local community; (3) The specific development plan is in compliance with all applicable standards and criteria for approval as described in Chapter 7 of the Snyderville Basin Development Code; and (4) The amendment does not adversely affect the public health, safety and general welfare; and

WHEREAS, the Summit County Council conducted a public hearing on March 14, 2012 and voted to approve the proposed amendments.

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

SECTION 1. APPROVAL OF AMENDMENT TO THE SNYDERVILLE BASIN ZONE MAP PARCELS PP-63-A-X, PP-63-3-X, PP-63-A-2-X, PP-62-4-X, AND KJS-6-1AM (UTAH OLYMPIC PARK) TO THE “RESORT CENTER” ZONE (SECTION 10-2-12) as shown in Exhibit A:

The Summit County Council, acting in its legislative capacity, hereby approves the proposed amendment to the Snyderville Basin Zone Map.

SECTION 2. EFFECTIVE DATE:

This Ordinance shall take effect fifteen (15) days after the date of its publication.

APPROVED, ADOPTED, AND PASSED and ordered published by the Summit County Council, this 13TH day of November, 2013.

SUMMIT COUNTY COUNCIL
SUMMIT COUNTY, UTAH

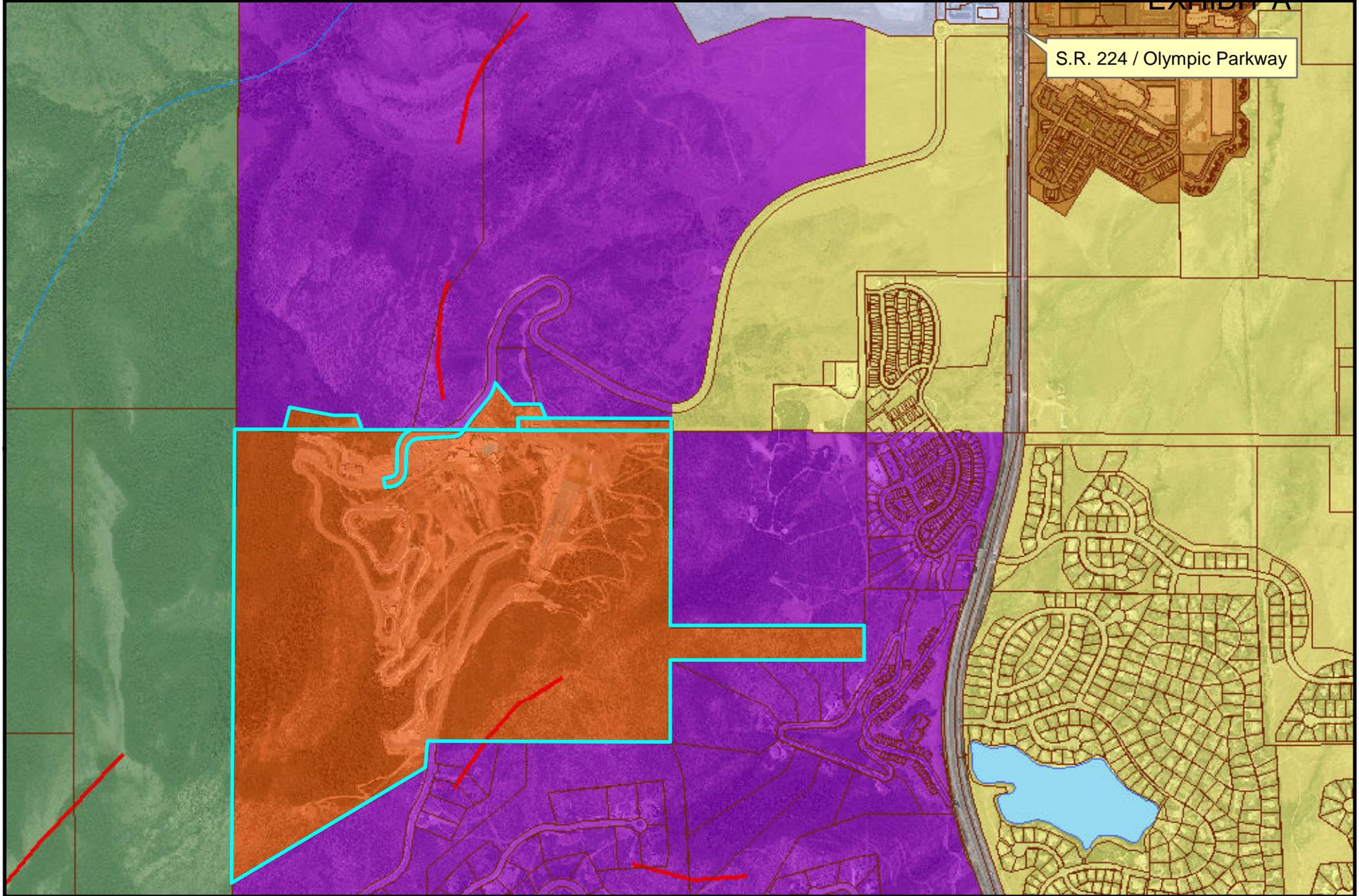
By: _____
Claudia McMullin, Council Chair

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

ATTEST:

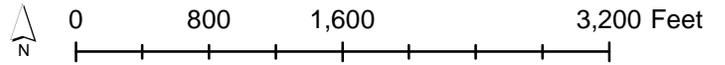
Kent Jones, County Clerk
Summit County, Utah

S.R. 224 / Olympic Parkway



Utah Olympic Park Rezone

Prepared by Summit County
Community Development Department



This drawing is neither a legally recorded map, nor a survey, and is not intended to be used as such. The information displayed is a compilation of records, information, and data obtained from various sources including Summit County. Summit County is not responsible for the timeliness or accuracy of information shown.

**COUNTY COUNCIL
SUMMIT COUNTY, UTAH**

NOVEMBER 13, 2013

RESOLUTION NO. _____

A RESOLUTION OF THE COUNTY COUNCIL AUTHORIZING AN
EASEMENT FROM THE COUNTY TO THE ECHO SEWER SPECIAL
SERVICE DISTRICT FOR LAND FOR WASTEWATER TREATMENT
AND RELATED MATTERS.

WHEREAS, the Echo Sewer Special Service District, Summit County, Utah (the “District”) has been established by Summit County (the “County”) to acquire and operate the sewer system (the “System”) of the Echo Sewer Company (the “Company”) and to accept funding to construct certain improvements to the system to provide sewer services to the Echo community (the “Project”); and

WHEREAS, the County owns certain land in Echo that would be useful for wastewater treatment; and

WHEREAS, the County desires to grant the District an easement on such property for wastewater treatment:

NOW, THEREFORE, BE IT RESOLVED by the County Council of Summit County, Utah, as follows:

Section 1: The County Council hereby grants the District an easement (See Exhibit A as attached) in certain property in the Echo community for wastewater treatment.

Section 2: The County Council hereby authorizes the Council Chair to execute the easement and to take all other action helpful and desirable to grant such easement and to aid the District with the Project, including executing all other documents and certificates helpful and desirable, and authorizes the County Clerk to attest to the Chair’s signature and to apply the County seal to the easement and to all other documents and certificates, as may be signed by the Chair related to the Project.

Section 3: The County Council hereby ratifies all actions taken heretofore to transfer the Company’s sewer system to the District and for the District to undertake the financing and construction of improvements to that system.

Section 4: The County Council hereby authorizes all other actions helpful to the transactions contemplated by this resolution and by prior actions of the County related to the Project.

Adopted and approved this November 13, 2013.

County Chair

ATTEST:

County Clerk

(S E A L of County)

EXHIBIT A

EASEMENT

EXHIBIT B

RECORD OF PROCEEDINGS
ECHO SEWER SPECIAL SERVICE DISTRICT, SUMMIT COUNTY, UTAH
NOVEMBER 13, 2013

The County Council of Summit County, Utah, (the "County") met in public session at its regular meeting place in the Council Chambers in Coalville at 6:00 p.m., or as soon thereafter as feasible, on November 13, 2013, with the following members present:

David Ure	Chair
Claudia McMullin	Vice Chair
Christopher Robinson	Council Member
John Hanrahan, M.D.	Council Member
Sally Elliott	Council Member

Also present:

Kent Jones	County Clerk
------------	--------------

Absent:

After the meeting had been duly called to order and the minutes of the preceding meeting read and approved, and after other matters not pertinent to this resolution had been discussed, the County Clerk presented to the County Council a Certificate of Compliance With Open Meeting Law with respect to this October 3, 2013 meeting, a copy of which is attached hereto as Exhibit C.

Council member _____ then introduced and moved the adoption of the foregoing resolution, which motion was seconded by Council member _____, and the motion was passed as follow:

AYE:

NAY:

ABSTAIN:

STATE OF UTAH)
 : ss.
COUNTY OF SUMMIT)

I, Kent Jones, the duly qualified and acting County Clerk of Summit County, Utah, does hereby certify according to the records of said County in my official possession that the foregoing constitutes a true and correct copy of the minutes of the meeting of the County Council held on November 13, 2013, including a resolution adopted at said meeting as said minutes and resolution are officially of record in my possession.

IN WITNESS WHEREOF, I have hereunto subscribed my official signature and impressed hereon the official seal of the County this November 13, 2013.

County Clerk

(S E A L)

EXHIBIT C

CERTIFICATE OF COMPLIANCE WITH OPEN MEETING LAW

I, Kent Jones, the undersigned County Clerk of Summit County, Utah (the "County"), do hereby certify, according to the records of Summit County in my official possession, and upon my own knowledge and belief, that in accordance with the requirements of Utah Code Annotated § 52-4-202, I gave not less than twenty-four (24) hours public notice of the agenda, date, time, and place of the November 13, 2013 public meeting held by the County as follows:

(a) By causing a Notice, in the form attached hereto to be posted at the County's principal offices at least twenty-four (24) hours prior to the convening of the meeting, said Notice having continuously remained so posted and available for public inspection until the completion of the meeting; and

(b) By causing a copy of such Notice, in the form attached hereto to be delivered to a newspaper of general circulation within the County at least twenty-four (24) hours prior to the convening of the meeting.

(c) By causing a copy of the Meeting Notice to be posted on the Utah Public Notice Website at least 24 hours prior to the convening of the meeting.

In addition, the Notice of 2013 Annual Meeting Schedule for the County Council attached hereto was given specifying the date, time and place of the regular meetings of the County Council to be held during the year, by causing said Notice to be (1) posted on _____, 201__, at the principal office of the County and (2) by causing a copy of said Notice to be provided to at least one newspaper of general circulation within the County on _____, 201__, and (3) posted on the Utah Public Notice Website on _____, 201__.

IN WITNESS WHEREOF, I have hereunto subscribed my official signature this November 13, 2013.

County Clerk

(S E A L)

(Attach Meeting Notice and Notice of 2013 Annual Meeting Schedule, including proof of posting thereof on the Utah Public Notice Website)

COMMUNITY DEVELOPMENT

- The department received 12 new building applications and 6 new planning applications this past week as follows:

NEW BUILDING PERMITS October 31 – November 6, 2013

Number	Full Address	Description	Tax ID
2013-1578	3090 SADDLEBACK RIDGE DR	Meter / Transfer switch and generator	PSSR-30
2013-1579	6450 No Address on File	*6450 Landmark Dr. Back of Wal-Mart (west) Chevron Pipe Line / 100 amp to 200 amp	NS-146-B
2013-1582	1612 UTE Blvd West	Gas Line for Kimball Plaza. Adding a meter	PP-81-H-1-A
2013-1572	3072 ELK RUN DR West	Finish out roughed-in bathroom on basement level.	ELK-4-2404
2013-1573	1912 HENEFER RD South	Meter for Barn	NS-863
2013-1575	7414 BROOK HOLLOW LOOP RD	Bath Remodel / Water Damage	BHV-3-44A
2013-1585	10036 No Address on File	Park City towing / Commercial Building	SS-65-1-A
2013-1576	185 MATTERHORN DR	Plumbing Permit	SU-M-2-44
2013-1583	310 MOUNTAIN TOP DR West	Single Family dwelling	MT-4
2013-1584	4076 HILLTOP CT	Furnace Replacement	SRG-82
2013-1577	5373 HIGHWAY 224 North	temporary power to building and well	PP-93
2013-1581	2147 EAST HENEFER RD North	Single Family Dwelling	ESFT-1-3



MOUNTAIN REGIONAL WATER
SPECIAL SERVICE DISTRICT

MEMORANDUM

To: Summit County Council

From: Administrative Control Board

Date: October 16, 2013

Subject: Recommend Discovery Annexation

The Mountain Regional Water administrative control board recommends to the Summit County Council that three petitions for annexation be approved.

These three petitions represent all the property owners and related property required for the new Discovery development, including:

- 1) Aldon Anderson Family, LLC
- 2) Parleys Creek Limited Partnership
- 3) The Estate of Milton L. Weilenmann

The annexation of these three properties will allow Mountain Regional Water to provide retail water service to the new Discovery development, once a water service agreement is executed. This development is located near an existing Mountain Regional Water main transmission line that goes from Gorgoza to Summit Park.

The new development provides the potential for an increased customer base, as well as new impact fee collections.

**A RESOLUTION ANNEXING CERTAIN REAL PROPERTY TO THE MOUNTAIN
REGIONAL WATER SPECIAL SERVICE DISTRICT
(Tax Parcel Number: PP-38-C-3)**

WHEREAS, the Board of Commissioners of Summit County, Utah, established a local district designated as the Mountain Regional Water Special Service District (the “District”), to provide water services within its boundaries; and,

WHEREAS, Utah Code Ann. (“UCA”) §17D-1-401 provides that additional land from that specified in the resolution establishing a local district may be annexed to the district in conformance with the applicable procedures; and,

WHEREAS, UCA §17D-1-203 and UCA §17D-1-401(2) provide that the County Council of Summit County, Utah (the “Council”), may be petitioned to annex an area into the District; and,

WHEREAS, there have been numerous annexations into the District since its establishment in 1987; and,

WHEREAS, the Aldon Anderson Family, LLC (“AAF”) have petitioned the Council to annex its land (Parcel PP-38-C-3) into the District (the “Petition”). In the Petition, AAF represented that it is the sole owner of Parcel PP-38-C-3; and,

WHEREAS, the Summit County Clerk has duly certified the Petition; and,

WHEREAS, UCA §17D-1-402 provides that the notice, hearing, and protest period do not apply if a petition for annexation of additional area is filed with the signatures of all of the owners of taxable real property; and,

WHEREAS, AAF has signed the Petition for annexation;

NOW, THEREFORE, BE IT RESOLVED by the Summit County Council as follows:

Section 1. **Findings.** The Council finds and determines that public health, convenience, and necessity requires that certain land situated in Summit County, State of Utah, being generally described as Parcel PP-38-C-3 located in Summit County, Utah, and more particularly described in Exhibit A hereto (the “Property”), be annexed into the District.

Section 2. **Annexation.** The Property is hereby annexed into the boundaries of the Mountain Regional Water Special Service District. The Property annexed shall be governed by and become an integral part of the District. Pursuant to this annexation, the owners of the Property shall be entitled to receive the benefit of water services and facilities provided by the District, and shall be subject to the rights, powers and authority of the District, including, without limitation, the right, power and authority to promulgate rules and regulations for the operation of the District, to levy ad valorem taxes on the Property, and to impose such fees and charges as shall be necessary to pay for all or part of the commodities, facilities and services to be provided by the District and for the payment of the District’s bonds and other obligations.

Section 3. **Direction.** All officers and employees of the District are hereby directed to take such action as shall be necessary and appropriate to effectuate the provisions of this Resolution and the intent expressed herein.

Section 4. **Effective Date.** This Resolution shall take effect immediately upon its approval and adoption by the Summit County Council.

APPROVED AND ADOPTED this _____ day of _____, 2013.

SUMMIT COUNTY COUNCIL
SUMMIT COUNTY, UTAH

Claudia McMullin
Chair

ATTEST:

Kent Jones
County Clerk

EXHIBIT A

To: The Summit County Council
Summit County, Utah
60 N. Main Street
Coalville, Utah 84017

PETITION FOR ANNEXATION TO THE MOUNTAIN REGIONAL WATER SPECIAL SERVICE DISTRICT

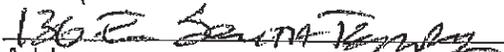
This petition for annexation is filed by the undersigned property owner who states that:

Aldon Anderson Family, L.L.C., a Utah limited liability company

1. Pursuant to the provisions of Utah Code Ann. Sections 17D-1-401(2) and 203, as amended, the undersigned petitioner requests that the Board of County Commissioners of Summit County, Utah, to annex the property ("Property") described in Exhibit A, which is attached hereto and incorporated by reference, into the boundaries of Mountain Regional Water Special Service District ("District").
2. The undersigned petitioner is the owner of one hundred percent of the Property to be annexed. Pursuant to Section 17D-1-402, the notice, hearing, and protest requirements of Sections 17D-1-205 through 207 do not apply.
3. The undersigned petitioner is desirous of receiving water service from the District for the Property and is willing to abide by all lawful adopted rules and regulations of the District as a condition to receiving water service from the District.

The undersigned petitioner has read and knows the contents of the foregoing Petition, and the facts set forth are true, accurate, and complete to the best of the undersigned petitioner's knowledge and belief.


Property Owner – Kevin Anderson


Address

**A RESOLUTION ANNEXING CERTAIN REAL PROPERTY TO THE MOUNTAIN
REGIONAL WATER SPECIAL SERVICE DISTRICT
(Tax Parcel Number: PP-39)**

WHEREAS, the Board of Commissioners of Summit County, Utah, established a local district designated as the Mountain Regional Water Special Service District (the “District”), to provide water services within its boundaries; and,

WHEREAS, Utah Code Ann. (“UCA”) §17D-1-401 provides that additional land from that specified in the resolution establishing a local district may be annexed to the district in conformance with the applicable procedures; and,

WHEREAS, UCA §17D-1-203 and UCA §17D-1-401(2) provide that the County Council of Summit County, Utah (the “Council”), may be petitioned to annex an area into the District; and,

WHEREAS, there have been numerous annexations into the District since its establishment in 1987; and,

WHEREAS, the Parleys Creek Limited Partnership, LLC (“PCLP”) have petitioned the Council to annex its land (Parcel PP-39) into the District (the “Petition”). In the Petition, PCLP represented that it is the sole owner of Parcel PP-39; and,

WHEREAS, the Summit County Clerk has duly certified the Petition; and,

WHEREAS, UCA §17D-1-402 provides that the notice, hearing, and protest period do not apply if a petition for annexation of additional area is filed with the signatures of all of the owners of taxable real property; and,

WHEREAS, PCLP has signed the Petition for annexation;

NOW, THEREFORE, BE IT RESOLVED by the Summit County Council as follows:

Section 1. **Findings.** The Council finds and determines that public health, convenience, and necessity requires that certain land situated in Summit County, State of Utah, being generally described as Parcel PP-39 located in Summit County, Utah, and more particularly described in Exhibit A hereto (the “Property”), be annexed into the District.

Section 2. **Annexation.** The Property is hereby annexed into the boundaries of the Mountain Regional Water Special Service District. The Property annexed shall be governed by and become an integral part of the District. Pursuant to this annexation, the owners of the Property shall be entitled to receive the benefit of water services and facilities provided by the District, and shall be subject to the rights, powers and authority of the District, including, without limitation, the right, power and authority to promulgate rules and regulations for the operation of the District, to levy ad valorem taxes on the Property, and to impose such fees and charges as shall be necessary to pay for all or part of the commodities, facilities and services to be provided by the District and for the payment of the District’s bonds and other obligations.

Section 3. **Direction.** All officers and employees of the District are hereby directed to take such action as shall be necessary and appropriate to effectuate the provisions of this Resolution and the intent expressed herein.

Section 4. **Effective Date.** This Resolution shall take effect immediately upon its approval and adoption by the Summit County Council.

APPROVED AND ADOPTED this _____ day of _____, 2013.

SUMMIT COUNTY COUNCIL
SUMMIT COUNTY, UTAH

Claudia McMullin
Chair

ATTEST:

Kent Jones
County Clerk

EXHIBIT A

To: The Summit County Council
Summit County, Utah
60 N. Main Street
Coalville, Utah 84017

PETITION FOR ANNEXATION TO THE MOUNTAIN REGIONAL WATER SPECIAL SERVICE DISTRICT

This petition for annexation is filed by the undersigned property owner who states that:

Parleys Creek Limited Partnership, a Utah Limited partnership.

1. Pursuant to the provisions of Utah Code Ann. Sections 17D-1-401(2) and 203, as amended, the undersigned petitioner requests that the Board of County Commissioners of Summit County, Utah, to annex the property ("Property") described in Exhibit A, which is attached hereto and incorporated by reference, into the boundaries of Mountain Regional Water Special Service District ("District").
2. The undersigned petitioner is the owner of one hundred percent of the Property to be annexed. Pursuant to Section 17D-1-402, the notice, hearing, and protest requirements of Sections 17D-1-205 through 207 do not apply.
3. The undersigned petitioner is desirous of receiving water service from the District for the Property and is willing to abide by all lawful adopted rules and regulations of the District as a condition to receiving water service from the District.

The undersigned petitioner has read and knows the contents of the foregoing Petition, and the facts set forth are true, accurate, and complete to the best of the undersigned petitioner's knowledge and belief.

Michael J. Milner by Lora S. Romm

Attorney-in-fact

Property Owner - Mike Milner

3332 Lone Springs Cove, Sandy, UT,
Address
84092

Hy Saunders
Property Owner - Hy Saunders

2505 White Pine Lane
Address
Park City, Utah 84060

Exhibit A

Parcel 1:

Beginning at the Northeast corner of the Northwest Quarter of the Southeast Quarter of Section 10, Township 1 South, Range 3 East, Salt Lake Base and Meridian; thence West 462.9 feet; thence South 82°00' West 250.9 feet; thence North 8°00' West 35.5 feet; thence West 603.5 feet; thence South 0°02' East 1320 feet; thence East 1320 feet; thence North 0°02' West 1320 feet to the point of beginning.

Parcel 2:

Beginning at a point on the Southerly right-of-way line of the I-80 Frontage Road said point being South 1919.13 feet and West 1807.97 feet from the Northeast corner of Section 10, Township 1 South, Range 3 East, Salt Lake Base and Meridian; and running thence South 70°00' East 396.40 feet, more or less, to the Milton Weilenmann et al, parcel as described in Book M39 at page 586 and running thence along said Weilenmann parcel the next two courses; thence South 10°00' West 304.60 feet; thence South 0°02' East 293.00 feet; thence West 441.00 feet; thence North 82°00' East 193.50 feet; thence North 8°00' West 196.20 feet; thence North 26°21' West 465.74 feet to the Southerly right-of-way line of the I-80 Frontage Road; thence North 61°30' East along said right-of-way line 186.71 feet to the point of beginning. PP-39

PCLP expressly reserves all water and water rights, whether appurtenant or otherwise, along with all well and well rights, ditches and ditch rights appertaining to the above described parcels.

LESS AND EXCEPTING THEREFROM THE FOLLOWING DESCRIBED PARCEL:

Beginning at a point on the South right-of-way line of the frontage road along the South boundary line of Interstate 80, West 2186.78 feet and South 2111.35 feet (2126.735 record) and North 61°30'00" East 234.19 feet from the Northeast corner of Section 10, Township 1 South, Range 3 East, Salt Lake Base and Meridian, and running thence North 61°30'00" East 5.88 feet; thence South 25°56'13" East 161.48 feet; thence South 35°11'50" East 25.39 feet; thence South 29°10'00" East 24.17 feet; thence South 44°00'44" East 49.92 feet; thence South 31°27'37" East 19.18 feet; thence South 20°57'06" West 14.71 feet; thence South 20°30'12" East 183.65 feet; thence North 26°00'00" West 469.83 feet to the point of beginning.

Less and excepting any portion of subject property located on or within the public right-of-way.

NE 1/4 SECTION 10
T 15 - R 3 E
SALT LAKE BASE & MERIDIAN

3

THE WOODS OF PARLEY'S LANE SUB. (2007)

SUNRISE HILLS SUB. 1965
SOUTH RIDGE SUB. 1993

NW 1/4
SEC 10

80

US Highway I 80

WIELEMANN SCHOOL OF DISCOVERY

SUMMIT PARK CREEK
SUBDIVISION (2001)

SE 1/4
SEC 10

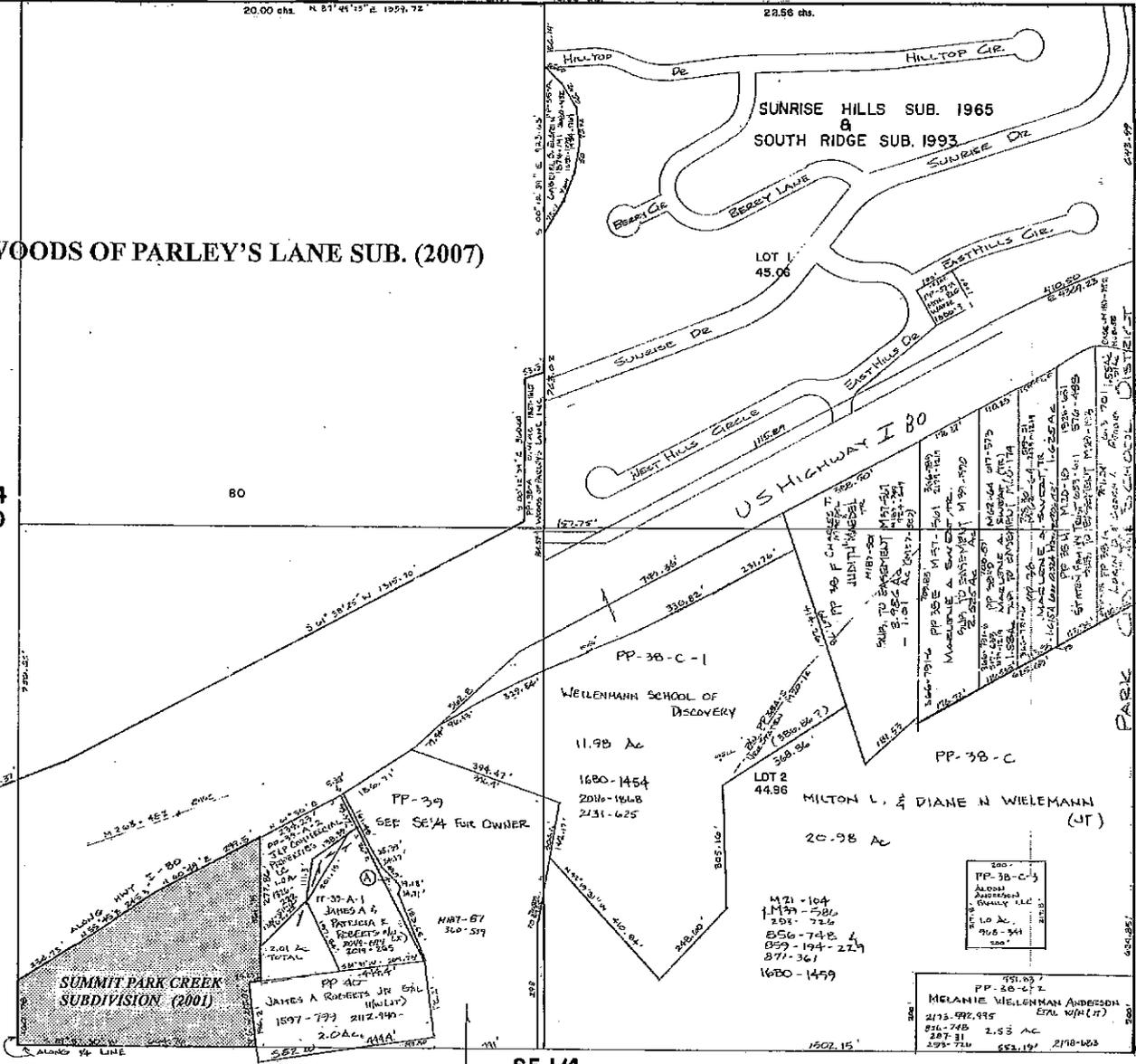
PARK SUMMIT
SOUTH SUMMIT
SCHOOL DISTRICT

Approved Utah State Tax Comm	REVISIONS - DATE AND INITIAL (In Pencil)																				
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Date By Engineering Associates Inc.																					

SUMMIT COUNTY, UTAH

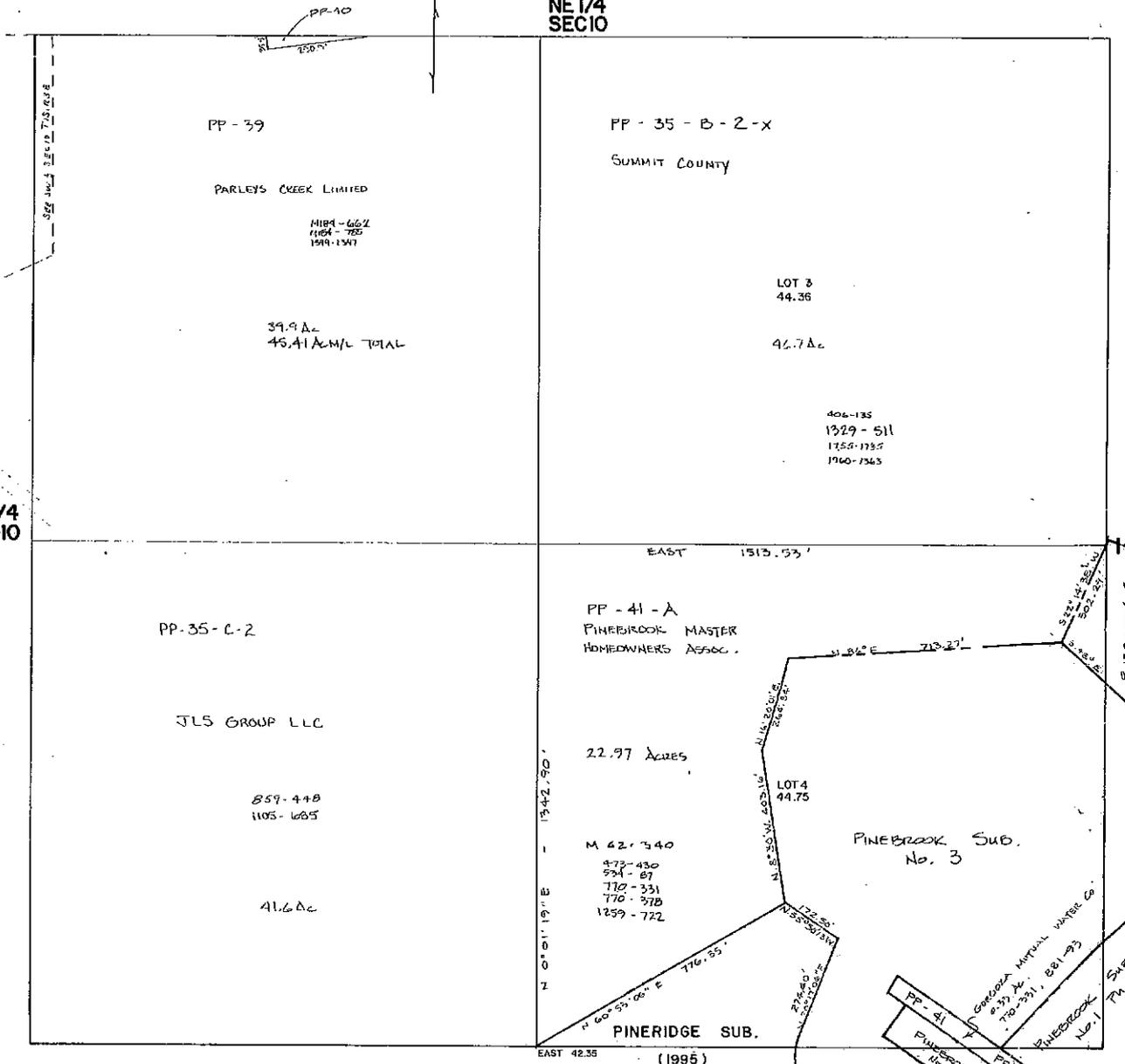
SCALE
ONE INCH = 200 FEET.
BOOK PAGE

NE 1/4 SEC 10, T. 15, R. 3 E



SE 1/4 SECTION 10
T 1 S - R 3 E
SALT LAKE BASE & MERIDIAN

NE 1/4
SEC 10



Approved Utah State Tax Comm	REVISIONS - DATE AND INITIAL (In Pencil)
	03/21/19 11/15
Date	By
Engineering Associates Inc.	

SUMMIT COUNTY, UTAH

SCALE
ONE INCH = 200 FEET
BOOK PAGE
514 428 11

**A RESOLUTION ANNEXING CERTAIN REAL PROPERTY TO THE MOUNTAIN
REGIONAL WATER SPECIAL SERVICE DISTRICT
(Tax Parcel Number: PP-38-C)**

WHEREAS, the Board of Commissioners of Summit County, Utah, established a local district designated as the Mountain Regional Water Special Service District (the “District”), to provide water services within its boundaries; and,

WHEREAS, Utah Code Ann. (“UCA”) §17D-1-401 provides that additional land from that specified in the resolution establishing a local district may be annexed to the district in conformance with the applicable procedures; and,

WHEREAS, UCA §17D-1-203 and UCA §17D-1-401(2) provide that the County Council of Summit County, Utah (the “Council”), may be petitioned to annex an area into the District; and,

WHEREAS, there have been numerous annexations into the District since its establishment in 1987; and,

WHEREAS, the Estate of Milton L. Weilenmann, acting through P. Christian Anderson, the personal representative of the Estate (“Weilenmann”) has petitioned the Council to annex its land (Parcel PP-38-C) into the District (the “Petition”). In the Petition, Weilenmann represented that it is the sole owner of Parcel PP-38-C; and,

WHEREAS, the Summit County Clerk has duly certified the Petition; and,

WHEREAS, UCA §17D-1-402 provides that the notice, hearing, and protest period do not apply if a petition for annexation of additional area is filed with the signatures of all of the owners of taxable real property; and,

WHEREAS, Weilenmann has signed the Petition for annexation;

NOW, THEREFORE, BE IT RESOLVED by the Summit County Council as follows:

Section 1. **Findings.** The Council finds and determines that public health, convenience, and necessity requires that certain land situated in Summit County, State of Utah, being generally described as Parcel PP-38-C located in Summit County, Utah, and more particularly described in Exhibit A hereto (the “Property”), be annexed into the District.

Section 2. **Annexation.** The Property is hereby annexed into the boundaries of the Mountain Regional Water Special Service District. The Property annexed shall be governed by and become an integral part of the District. Pursuant to this annexation, the owners of the Property shall be entitled to receive the benefit of water services and facilities provided by the District, and shall be subject to the rights, powers and authority of the District, including, without limitation, the right, power and authority to promulgate rules and regulations for the operation of the District, to levy ad valorem taxes on the Property, and to impose such fees and charges as shall be necessary to pay for all or part of the commodities, facilities and services to be provided by the District and for the payment of the District’s bonds and other obligations.

Section 3. **Direction.** All officers and employees of the District are hereby directed to take such action as shall be necessary and appropriate to effectuate the provisions of this Resolution and the intent expressed herein.

Section 4. **Effective Date.** This Resolution shall take effect immediately upon its approval and adoption by the Summit County Council.

APPROVED AND ADOPTED this _____ day of _____, 2013.

SUMMIT COUNTY COUNCIL
SUMMIT COUNTY, UTAH

Claudia McMullin
Chair

ATTEST:

Kent Jones
County Clerk

EXHIBIT A

To: The Summit County Council
Summit County, Utah
60 N. Main Street
Coalville, Utah 84017

PETITION FOR ANNEXATION TO THE MOUNTAIN REGIONAL WATER SPECIAL SERVICE DISTRICT

This petition for annexation is filed by the undersigned property owner who states that:

The Estate of Milton L. Weilenmann, acting through P. Christian Anderson, as personal representative

1. Pursuant to the provisions of Utah Code Ann. Sections 17D-1-401(2) and 203, as amended, the undersigned petitioner requests that the Board of County Commissioners of Summit County, Utah, to annex the property ("Property") described in Exhibit A, which is attached hereto and incorporated by reference, into the boundaries of Mountain Regional Water Special Service District ("District").
2. The undersigned petitioner is the owner of one hundred percent of the Property to be annexed. Pursuant to Section 17D-1-402, the notice, hearing, and protest requirements of Sections 17D-1-205 through 207 do not apply.
3. The undersigned petitioner is desirous of receiving water service from the District for the Property and is willing to abide by all lawful adopted rules and regulations of the District as a condition to receiving water service from the District.

The undersigned petitioner has read and knows the contents of the foregoing Petition, and the facts set forth are true, accurate, and complete to the best of the undersigned petitioner's knowledge and belief.

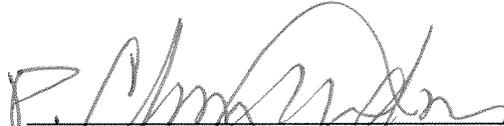

Property Owner – P. Christian Anderson, Personal
representative of Estate of Milton L. Weilenmann
111 E. Broadway, Suite 900
Address
SLC, UT 84111

Exhibit A

Beginning at the East quarter corner of Section 10, Township 1 South, Range 3 East, Salt Lake Base and Meridian; and running thence North 89°58'00" West 1502.15 feet along the center of the section; thence North 00°02'00" West 327.91 feet; thence North 10°00'00" East 162.43 feet; thence South 42°19'31" East 410.84 feet; thence North 42°54'58" East 248.60 feet; thence North 02°12'48" West 305.16 feet; thence North 56°37'40" East 368.86 feet; thence South 18°21'11" East 157.78 feet; thence North 46°43'36" East 181.53 feet; thence South 00°04'11" East 15.4 feet; thence North 61°16'46" East 625.69 feet; thence South 0°04'11" East 1134.85 feet. PP-38-C

Less and excepting therefrom the following described property:

Beginning at the East quarter corner of Section 10, Township 1 South, Range 3 East, Salt Lake Base and Meridian, said point also being the Southeast corner of Lot 2 of said Section 10; thence North 89°58'00" West along the South line of said lot a distance of 552.19 feet; thence North 00°02'00" East 200.0 feet; thence South 89°58'00" East parallel with said South line 551.83 feet to a point on the East side of said lot; thence South 00°04'11" East 200.0 feet to the point of beginning (this is the parcel on which the Weilenmann Ranch House is situated, and is referred to as PP-38-C-2).

Less and excepting therefrom the following described property:

Beginning at a point South 2155.20 feet and West 225.00 feet from the Northeast corner of Section 10, Township 1 South, Range 3 East, Salt Lake Base and Meridian; and running thence South 217.80 feet; thence West 200.00 feet; thence North 217.80 feet; thence East 200.00 feet to the point of beginning (this is the parcel owned and being sold by AAFLLC as referenced below, which is referred to as PP-38-C-3).



STAFF REPORT

To: Summit County Council (SCC)
Report Date: Friday, November 8, 2013
Meeting Date: Wednesday, November 13, 2013
Author: Amir Caus, County Planner
Project Name & Type: Discovery CORE Development Special Exception

EXECUTIVE SUMMARY: The applicant, Glen Lent, is requesting a Special Exception to allow for reduced setbacks for structures located in the Discovery CORE development from the setbacks as described in the Hillside Stewardship (HS) Zone of the Snyderville Basin Development Code. The required setbacks are 30 feet from the right-of way and 12 feet for the side and rear yards and the request includes the following:

	Front Setback	Side Setback	Rear Setback	Corner
Townhomes (44' ROW)	8 feet	0 feet	5 feet	2 feet
Single Family (60' ROW)	5 feet	5 feet	10 feet	5 feet
Single Family (44' ROW)	8 feet	5 feet	10 feet	5 feet

NOTE: Exhibit D further illustrates the request. Exhibit D.5-D.9 specifically identifies the setback portion of the request.

Based upon Staff's review and analysis, Staff finds that the request complies with the SCC approval of the Discovery CORE Rezone, and recommends that the SCC hold a public hearing and vote to approve Discovery CORE Special Exception as per Section G of the Staff Report.

If members of the public bring to light new concerns or issues that may affect these findings, the SBPC may instead choose to continue the decision to another date, or may choose to deny the application with appropriate findings.

A. Project Description

- **Project Name:** Discovery CORE Special Exception
- **Applicant(s):** Glen K. Lent
- **Property Owner(s):** Milton & Diane Weilenmann; Scott Anderson; Aldon Anderson Family LLC; Mike Milner
- **Location:** Kilby Road (West of Gorgoza)
- **Zone District & Setbacks:** Hillside Stewardship (HS) – 30' front, 12' side and rear
- **Adjacent Land Uses:** Resort, Vacant, Residential, Commercial, Institutional, and Open Space
- **Existing Uses:** Vacant and Family Cabin
- **Parcel Number and Size:** PP-38-C (20.98 acres), PP-38-C-3 (1 acre), and PP-39 (45.41 acres)

- **Lot of Record Status:** Lot(s) of Record
- **Type of Item:** Special Exception
- **Land Use Authority:** Summit County Council
- **Type of Process:** Legislative
- **Future Routing:** Summit County Manager for Final Plat Decision

B. Background

The Discovery CORE project consists of 105 units and is a mixed affordable housing / market rate housing development processed under the CORE program that was in effect from July 2008 until November 2011. On October 5, 2011, the SCC approved the CORE overlay rezone with a condition that the Final Plat is generally consistent with the “development bubbles” identified at the October 5, 2011 meeting (Exhibits G & H). The CORE language can be found in Exhibit E. The approval for the rezone was also conditioned on the approval of the Final Plat.

The applicant submitted a Final Subdivision Plat for Phase 1 on March 14, 2013. During the review period from March to August of 2013, Staff and the applicant discovered that some of the required design criteria would be difficult to meet and the project may not keep the spirit of the SCC approval if the setbacks outlined in the HS zone district were met. On August 22, 2013, the applicant submitted a Special Exception application requesting exceptions for setbacks (enforced by the Community Development Department) and road grade, right-of-way, pavement, and driveways (enforced by the Engineering Department). On September 12, 2013, the applicant submitted a Final Subdivision Plat for Phase 2. The applicant’s request and summary can be found in Exhibit D.

C. Community Review

A public hearing notice was published in the *Park Record*, and notice was sent to all property owners within 1000 feet of the property. As of the date of this report, no public comment has been received.

D. Identification and Analysis of Issues

Process

The Land Use Authority for the CORE Rezone is the SCC; the Land Use Authority for the Final Subdivision Plat is the County Manager. The Rezone and Final Subdivision Plat approvals must be conditioned upon each other so that they are tied together. Depending on the SCC’s decision on the requested Special Exception, the County Manager will review the Final Subdivision Plat application design as per the final decision.

Timeframe

The approval included several other conditions including a 1-year timeframe from Final Plat approval within which construction must occur. The 1-year timeframe did not begin at the rezone approval, as the final plat was not yet approved. As of the date of this Staff

Report, the rezone and the preliminary plat have not received final approval; however, the applicant has been actively working with Staff and the approval remains in effect and valid.

CORE Purpose / Goals

One of the primary goals of the CORE overlay zone was the clustering of development in the least visually and environmentally sensitive areas to maximize open space. Other goals include ensuring the development is walkable, transit-oriented, includes high quality public spaces, a mix of housing, is visually compatible with the surrounding area, and preservation of the natural setting to the greatest extent possible.

As part of their recommendation, the SCC requested that the development area be clustered to maximize the meaningful open space to the greatest extent possible. With the Special Exception proposal, the applicant is demonstrating the maximum amount of open space while allowing for the design standards to include applicable infrastructure.

Service Providers

Questar Gas, Mountain Regional Water, and the Snyderville Basin Water Reclamation District have stated that they do not have enough engineering details to ensure that there is enough room to still provide their services with the reduced setbacks. The service providers further added that as long as there is enough room for their equipment to be installed as per their standards, they are in favor of the request.

The applicant recently provided additional drawings that may help illustrate the details the service providers need, however the subject service providers have not returned to Staff with additional comments. Staff is requesting a condition of approval that will help ensure all services can be provided prior to the approval taking effect.

Engineering Department

The applicant is asking for several other design related special exceptions which the Engineering Department will address in a separate Staff Report. Both the Engineering Department related and the Planning Department related special exceptions are being requested in conjunction and all would need to be approved in order for the proposed design to work for the applicant.

For the Engineering Department related items, please refer to Engineering Department Staff Report. These illustrations can also be found in Exhibit D of the Planning Department Staff Report.

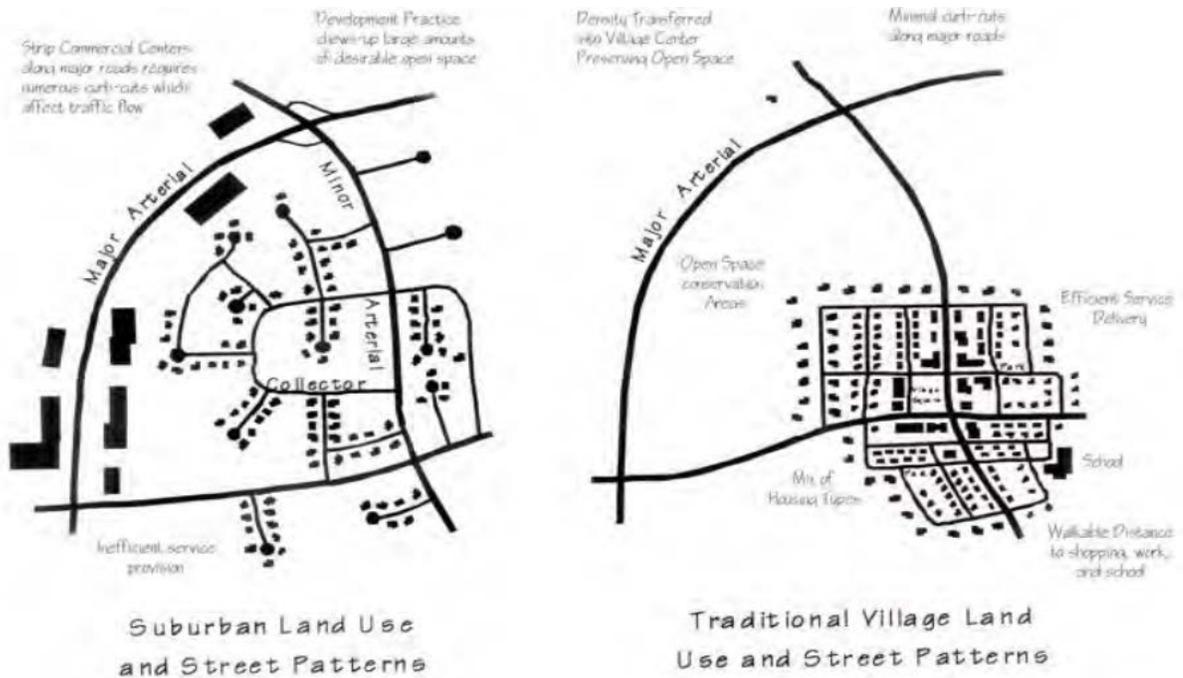
E. Consistency with the General Plan

Policy 3.1 of the Snyderville Basin General plan encourages that; All development in the Snyderville Basin shall adhere to *sound land use planning principles*, which shall include:

- a) avoidance of environmentally “critical” lands;
- b) through an incentive program the preservation of environmentally “sensitive” lands, environmental features and other key lands within the community,
- c) consistency with neighborhood character,
- d) appropriately clustered or efficient concentrations of development based on location, and
- d) minimizing sprawl development and the community costs associated with such development practices.

The proposal incorporates many of the planning goals of the General Plan: clustering, preserving a large tract of meaningful open space, providing trail connections, an interior walkable design, and sensitive land protection, among others. The large number of lots is clustered onto a small portion of the project rather than spreading across the entire acreage. The specific design of the project incorporates many of the design goals of the Community Design Standards section of the General Plan.

The General Plan also illustrates in the drawing below of what appropriate development patterns should look like. As illustrated in the exhibit package, the pattern generally meets the intent of the General Plan.



F. **Findings/ Code Criteria and Discussion**

Section 10-3-7 of the Snyderville Basin Development Code states that the SCC shall not approve a Special Exception unless the applicant demonstrates that:

1. The special exception is not detrimental to the public health, safety, and welfare.

Staff has not found any ways in which this proposal might jeopardize the general health, safety, and/or welfare of the public. If a situation or concern arises in which the general health, safety or welfare of the public comes into question, Staff will address the situation at that time.

2. The intent of the Development Code and General Plan will be met.

Staff has reviewed the Code, the General Plan, and the proposed application, and has not discovered any instances that would jeopardize the intent of the applicable Code and the General Plan.

3. The applicant does not reasonably qualify for any other equitable processes provided through the provisions of this Title; and,

Staff has found that the proposed application did not meet each of the technical requirements for the Board of Adjustment to grant a variance. Staff further suggested that the applicant proceed with the Special Exception Application.

4. There are equitable claims or unique circumstances warranting the special exception.

As shown on the attached exhibits, the proposed design meets the Summit County Council's intent of clustering development and maximizing open space.

G. **Recommendation(s)/Alternatives**

Staff recommends that the Summit County Council conduct a public hearing to gather any public comment, review Staff's analysis, and vote to approve the Discovery CORE Development Special Exception to allow for the Discovery CORE Development for reduced setbacks as described in Exhibit D. If members of the public bring to light new concerns or issues, the Summit County Council may instead choose to continue the decision to another date, or deny the plat amendment with appropriate findings.

Findings of Fact:

1. Milton & Diane Weilenmann; Scott Anderson; Aldon Anderson Family LLC; Mike Milner are the owners of record of parcels PP-38-C, PP-38-C-3, and PP-39.
2. The Discovery CORE overlay zone was approved by the Summit County Council on October 5, 2011.
3. Summit County Council conditioned the October 5, 2011 approval that the development be clustered and that the Final Plat is generally consistent with the development bubbles identified at the October 5, 2011 meeting.
4. The setbacks for all structures are subject to the HS zone district which are 30 feet from the right-of-way and 12 feet for the side and rear yards.

5. The proposed Special Exception is to allow for the Discovery CORE Development for reduced setbacks as described in Exhibit D in order to maximize the cluster development recommended by the Summit County Council.
6. Public notice of the public hearing was published in the November 2, 2013 issue of the *Park Record*.
7. Postcard notices announcing the public hearing were mailed to property owners within 1,000 feet of the subject parcels on October 29, 2013.
8. Staff has reviewed the plat amendment for compliance with applicable Snyderville Basin Development Code standards.

Conclusions of Law:

The use is in compliance with Section 10-3-7 of the Snyderville Basin Development Code. Namely:

1. The special exception is not detrimental to the public health, safety, and welfare because the development would be clustered and it would promote the maximizing of the adjacent open space to the greatest extent possible.
2. The intent of the Development Code and General Plan will be met by clustering of the development and minimizing the overall impact.
3. The applicant does not reasonably qualify for any other equitable processes provided through the provisions of the Snyderville Basin Development Code, since the Staff has found that the proposed application did not meet each of the technical requirements for the Board of Adjustment to grant a variance.
4. There are equitable claims or unique circumstances warranting the special exception due to the requirement of clustering the development to the greatest extent possible.

Conditions:

1. The approval of the subject special exception shall not guarantee any further processes or approvals.
2. The subject special exception setbacks shall not supersede any other required setbacks, including but not limited to wetland, stream, and flood plain setbacks.
3. All service provider requirements shall be met prior to recordation of the final plat.
4. In case any of the service providers design requirements are not able to be met with the approved special exception, a new review and approval shall be required.
5. The approved setbacks shall be noted on the Final Subdivision Plat.

Attachment(s)

Exhibit A – Vicinity Map

Exhibit B – Zoning Map

Exhibit C – Proposed Plat Representation

Exhibit D – Applicant Proposal and Illustrations for the Special Exception

NOTE: Setback exhibits are identified as Exhibit D.5 – D.9

Exhibit E – CORE Language

Exhibit F – CORE Zone Map (applicable zones C and E)

Exhibit G – Recommended Development Bubble Map

Exhibit H – October 5, 2011 SCC Minutes



Phase 1
30 units

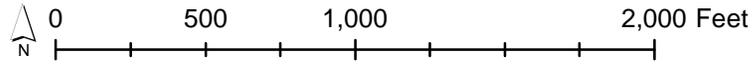
Weilenmann School

Phase 2
75 Units + Existing Cabin

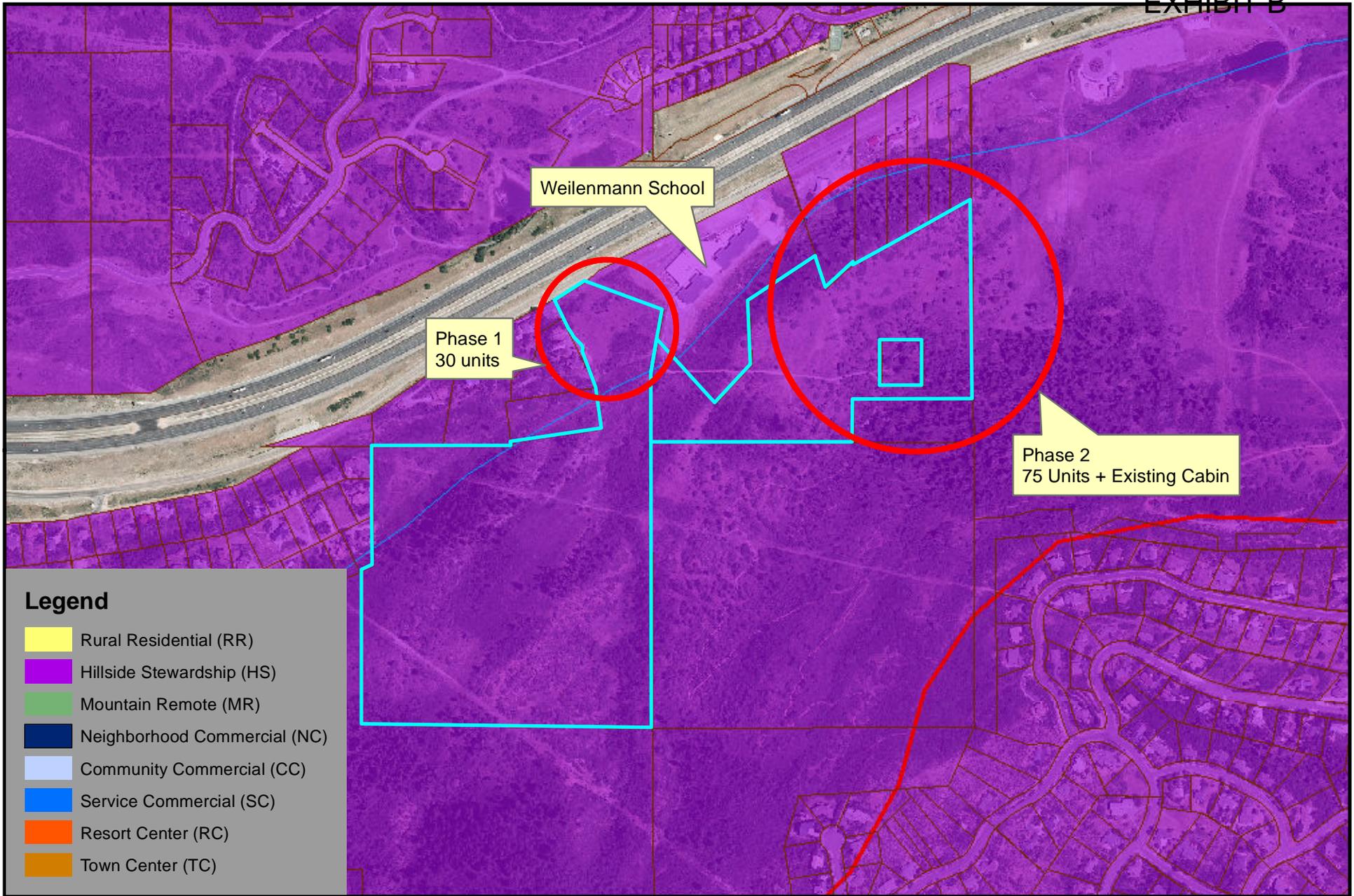


Discovery CORE Vicinity Map

Prepared by Summit County
Community Development Department



This drawing is neither a legally recorded map, nor a survey, and is not intended to be used as such. The information displayed is a compilation of records, information, and data obtained from various sources including Summit County. Summit County is not responsible for the timeliness or accuracy of information shown.

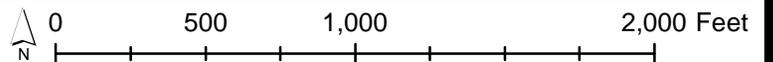


Legend

- Rural Residential (RR)
- Hillside Stewardship (HS)
- Mountain Remote (MR)
- Neighborhood Commercial (NC)
- Community Commercial (CC)
- Service Commercial (SC)
- Resort Center (RC)
- Town Center (TC)

**Discovery CORE
Zoning Map**

Prepared by Summit County
Community Development Department

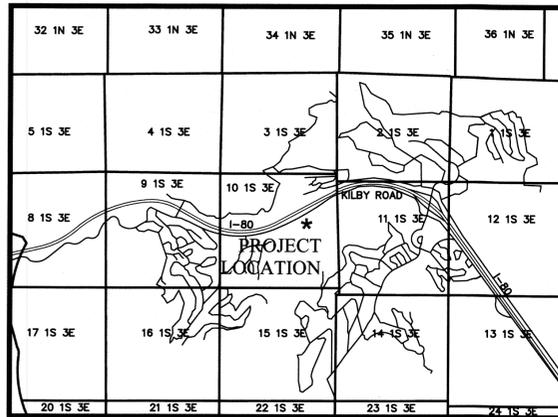


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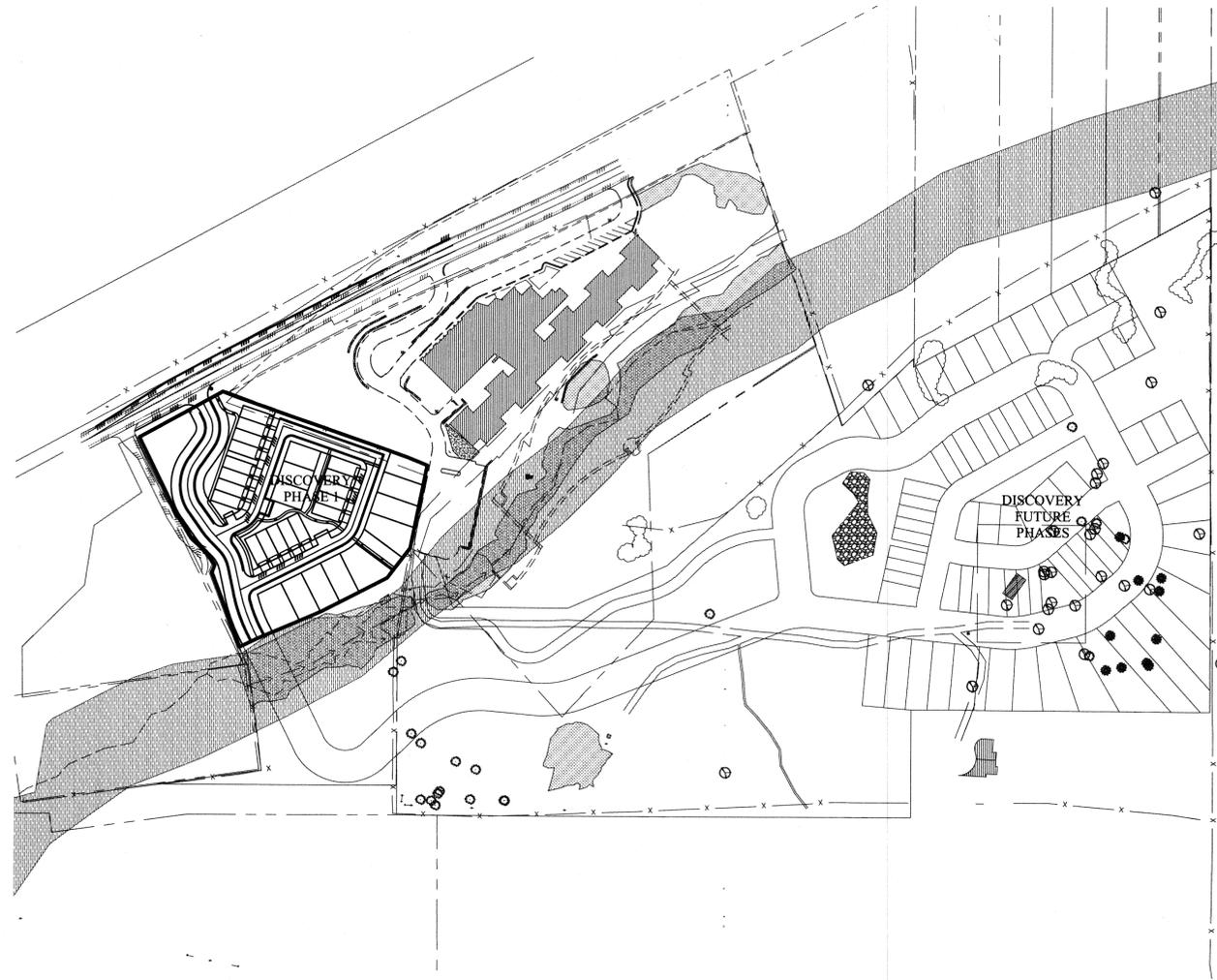


DISCOVERY PHASE 1

PREPARED FOR:
DR HORTON
LOCATED IN:
SUMMIT COUNTY, UTAH



VICINITY MAP
NTS



SITE MAP

Sheet List Table	
Sheet Number	Sheet Title
C1	Cover
C2	Overall Development Plan
C3	Final Plat
C4	Final Plat
C5	Site Plan
C6	Erosion Control Plan
C7	Grading and Drainage Plan
C8	Detention Pond Plan
C9	Sewer Plan
C10	Water Plan
C11	Striping Plan
C12	Material Borrow Plan
C13	Drainage Basin Plan
PP1	Discovery Parkway Plan and Profile
PP2	Cole Creek Loop (North) Plan and Profile
PP3	Cole Creek Loop (South) Plan and Profile
PP4	Cole Creek Loop (East) Plan and Profile
PP5	Parcel D Plan and Profile
PP6	Existing Sewer Plan and Profile
D1	SBWRD Details
D2	Stormwater BMP Details
D3	Mountain Regional Details
D4	SBWRD Base Details

BENCHMARK
NE 1/4 CORNER OF SECTION 10
TOWNSHIP 1 SOUTH, RANGE 3 EAST
SALT LAKE BASE AND MERIDIAN
ELEV: 6723.80

GENERAL NOTES

- CONTRACTOR TO FIELD VERIFY HORIZONTAL AND VERTICAL LOCATIONS OF ALL EXISTING UTILITIES PRIOR TO COMMENCEMENT OF CONSTRUCTION, AND REPORT ANY DISCREPANCIES TO THE ENGINEER.
- ANY AND ALL DISCREPANCIES IN THESE PLANS ARE TO BE BROUGHT TO THE ENGINEER'S ATTENTION PRIOR TO COMMENCEMENT OF CONSTRUCTION.
- ALL CONSTRUCTION SHALL ADHERE TO MRWSSD STANDARD PLANS AND SUMMIT COUNTY STANDARDS AND SPECIFICATIONS
- ALL UTILITIES AND ROAD IMPROVEMENTS SHOWN ON THE PLANS HEREIN SHALL BE CONSTRUCTED USING REFERENCE TO SURVEY CONSTRUCTION STAKES PLACED UNDER THE SUPERVISION OF A PROFESSIONAL LICENSED SURVEYOR WITH A CURRENT LICENSE ISSUED BY THE STATE OF UTAH. ANY IMPROVEMENTS INSTALLED BY ANY OTHER VERTICAL OR HORIZONTAL REFERENCE WILL NOT BE ACCEPTED OR CERTIFIED BY THE ENGINEER OF RECORD.
- CONSTRUCTION OF THE WASTEWATER SYSTEM SHALL CONFORM WITH THE SBWRD DEVELOPMENT PROCEDURES, DESIGN STANDARDS AND CONSTRUCTION SPECIFICATIONS.

NOTICE

BEFORE PROCEEDING WITH THIS WORK, THE CONTRACTOR SHALL CAREFULLY CHECK AND VERIFY ALL CONDITIONS, QUANTITIES, DIMENSIONS, AND GRADE ELEVATIONS, AND SHALL REPORT ALL DISCREPANCIES TO THE ENGINEER.

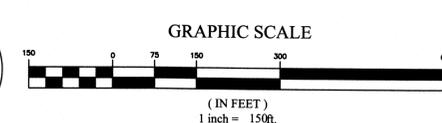
ENGINEER'S NOTES TO CONTRACTOR

- THE EXISTENCE AND LOCATION OF ANY UNDERGROUND UTILITY PIPES, CONDUITS OR STRUCTURES SHOWN ON THESE PLANS WERE OBTAINED BY A SEARCH OF THE AVAILABLE RECORDS, TO THE BEST OF OUR KNOWLEDGE, THERE ARE NO EXISTING UTILITIES EXCEPT AS SHOWN ON THESE PLANS. THE CONTRACTOR IS REQUIRED TO TAKE DUE PRECAUTIONARY MEASURES TO PROTECT THE UTILITY LINES SHOWN ON THESE DRAWINGS. THE CONTRACTOR FURTHER ASSUMES ALL LIABILITY AND RESPONSIBILITY FOR THE UTILITY PIPES, CONDUITS OR STRUCTURES SHOWN OR NOT SHOWN ON THESE DRAWINGS. IF UTILITY LINES ARE ENCOUNTERED DURING CONSTRUCTION THAT ARE NOT IDENTIFIED BY THESE PLANS, CONTRACTOR SHALL NOTIFY ENGINEER IMMEDIATELY.
- CONTRACTOR AGREES THAT HE SHALL ASSUME SOLE AND COMPLETE RESPONSIBILITY FOR JOB SITE CONDITIONS DURING THE COURSE OF CONSTRUCTION OF THIS PROJECT, INCLUDING SAFETY OF ALL PERSONS AND PROPERTY; THAT THIS REQUIREMENT SHALL APPLY CONTINUOUSLY AND NOT BE LIMITED TO NORMAL WORKING HOURS; AND THAT THE CONTRACTOR SHALL DEFEND, INDEMNIFY AND HOLD THE CITY, THE OWNER, AND THE ENGINEER HARMLESS FROM ANY AND ALL LIABILITY, REAL OR ALLEGED, IN CONNECTION WITH THE PERFORMANCE OF WORK ON THIS PROJECT, EXCEPTING FOR LIABILITY ARISING FROM THE SOLE NEGLIGENCE OF THE OWNER OR THE ENGINEER.
- UNAUTHORIZED CHANGES & USES: THE ENGINEER PREPARING THESE PLANS WILL NOT BE RESPONSIBLE FOR, OR LIABLE FOR, UNAUTHORIZED CHANGES TO OR USES OF THESE PLANS. ALL CHANGES TO THE PLANS MUST BE IN WRITING AND MUST BE APPROVED BY THE PREPARER OF THESE PLANS.
- ALL CONTOUR LINES SHOWN ON THE PLANS ARE AN INTERPRETATION BY CAD SOFTWARE OF FIELD SURVEY WORK PERFORMED BY A LICENSED SURVEYOR. DUE TO THE POTENTIAL DIFFERENCES IN INTERPRETATION OF CONTOURS BY VARIOUS TYPES OF GRADING SOFTWARE BY OTHER ENGINEERS OR CONTRACTORS, FOCUS DOES NOT GUARANTEE OR WARRANTY THE ACCURACY OF SUCH LINEWORK. FOR THIS REASON, FOCUS WILL NOT PROVIDE ANY GRADING CONTOURS IN CAD FOR ANY TYPE OF USE BY THE CONTRACTOR. SPOT ELEVATIONS AND PROFILE ELEVATIONS SHOWN IN THE DESIGN DRAWINGS GOVERN ALL DESIGN INFORMATION ILLUSTRATED ON THE APPROVED CONSTRUCTION SET. CONSTRUCTION EXPERTISE AND JUDGMENT BY THE CONTRACTOR IS ANTICIPATED BY THE ENGINEER TO COMPLETE BUILD-OUT OF THE INTENDED IMPROVEMENTS.

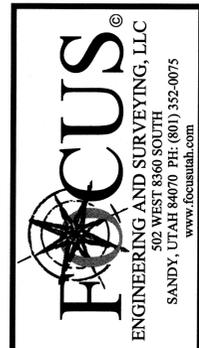
CONTACTS

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CONTACT: THOMAS ROMNEY

OWNER/DEVELOPER
D.R. HORTON
12351 GATEWAY PARK PLACE
DRAPER, UTAH 84020
(801) 571-7101
CONTACT: GLEN LENT



Discovery Phase 1
Summit County
Cover



REVISION BLOCK	
#	DESCRIPTION
1	
2	
3	
4	
5	
6	

COVER	
Scale: 1"=150'	Drawn: TMR
Date: 10/8/2013	Job #: 13-002
Sheet: C1	

SUPPLEMENT TO SPECIAL EXCEPTION APPLICATION

Discovery Subdivision
DR Horton Inc, applicant
October 10, 2013

The following narrative is in support of an application for Exceptions under Section 10-3-7 of the Snyderville Basin Development Code to the Discovery residential project, adjacent on the west side of Gorgoza Park, approximately 4299 Kilby Rd Park. A copy of the Application and Exhibits depicting the requested exceptions are attached hereto.

It needs to be restated that the original application for the Discovery development is being processed under the now defunct CORE development code (Community Oriented Residential Enhancement) that provides for work force housing, and that consideration of these Exceptions should be viewed in relation to the intent of the CORE code as well as the underlying Hillside Stewardship zone. The intent of the CORE code was to promote workforce housing, avoid suburban sprawl through clustering, provide meaningful open space, and preserve important view sheds among others. The total project area is in excess of 70 acres, of which less than 15 acres is being utilized for the development. The remaining acreage being preserved as open space. Previously, the Council set the density at 105 units total with strong guidance to preserve the view shed facing eastbound I-80 and the 40 acre north slope parcel contiguous with existing County open space.

To accomplish these conditions the project is clustering the units and requests the following Exceptions to the Development Code to further compact the project to minimize the developed portion of the property;

- 1) increase road grades up to 10% on certain sections of roadway,
- 2) reduced right of way on certain streets for dedication,
- 3) reduced pavement width on certain streets for dedication,
- 4) reduced building setbacks,
- 5) reduced distance of driveways from intersections, and
- 6) increase the number of lots on a single driveway to 7.
- 7) increase minimum grades at certain intersections.

All six (6) Exceptions work together to compact the development (reduce sprawl), provide meaningful open space, and reduce visible cut & fills for roadways.

We believe the Exceptions requested herein are justified and meet The Criteria for Approval under Section 10-3-7 of the current development Code, and particularly in regard to the intent of the previous CORE code. The purpose and justification for each Exception is essentially the same which we offer here rather than repeating it with the discussion of each Exception.

10-3-7.B.1. The Exceptions will not be detrimental to the public health, safety, and welfare. The only issue here could be safety as it might conceivably apply to setbacks, road grades and separation of driveways from intersections. We believe neither reduced setbacks, road grades up to 10% or reduced distance between driveways will compromise or reduce safety because of the low design speeds of the roads. And certainly, nothing we are proposing approaches the existing conditions in Summit Park. Not that Summit Park should be a standard, but that Discovery has certain similarities of terrain with which we are working with.

10-3-7.B.2. The intent of the Development Code and General Plan will be met. Staff has already pointed out in earlier staff reports that the Code is consistent with the General Plan, therefore provided the Exceptions are consistent with CORE development code, they are consistent with the General Plan. We

believe the proposed Exceptions are consistent with and meet the intent of the CORE code in order to compact the development to avert sprawl and provide meaningful open space, among other stated objectives.

10-3-7.B.3. The applicant does not reasonable qualify for another equitable process....The process through the Board of Adjustment, which is the only other known process, is not applicable to this development application. Consequently, the Council's authority to approve Exceptions pursuant to Section 10-3-7 is the only process known.

10-3-7.B.4. There are equitable claims or unique circumstances warranting the special exception. The equitable claims arise out of the requirement and need to meet the intent of the CORE code. The unique circumstances (though not so unique to Summit County) are to allow reasonable use of the property with challenging terrain in an already developed area of the County adjacent to a commercial use, while simultaneously achieving the intent of the CORE code (no easy task). Strict enforcement of the provisions of the Code would be unduly burdensome and actually impede compliance with the intent of the CORE code, or unreasonably restrict the use of the property.

Specific Exceptions Requested

1. **Increased Road Grades.** To help reduce visible cut and fills for roads and better follow the terrain, we are proposing that certain sections of roadway are allowed to grades up to 10%. The current Code, Section 10-4-10.C.1. restricts road grades to no more than 8% (except in rural areas). **Exhibits 2-A through 2-D** depicts those sections of roadway that would exceed 8%, but in no case exceed 10%. It should be noted that in rural areas, grades of 10% and short sections of up to 12% are allowed (Section 10-4-10.C).

2. **Reduced Right of Way** for Public Dedication. To help compact the project, we are proposing a 44 foot wide right of way on certain streets, Cole Creek Loop, Brinley Bluff Way, Hudson Hills Dr, and Molly Mountain Dr, that we refer to as the minor roads (the "Minor Roads"). The current Code, Section 10-4-10.D. Table 1, requires a minimum 60 foot right of way width for dedication. **Exhibit 3** depicts the proposed cross section right of way of 44 feet for the Minor Roads. The Minor Road's provide access to the attached townhomes and a few single family lots in Phase 1, and are accessed from the primary road, Discovery Parkway. The key requirement here is dedication; though not applicable, we are proposing a familiar design standard, the requested exception does comply with Section 10-4-10.D. Table 3, Road Design Standards for Town Centers.

3. **Reduced Pavement Width** for Public Dedication. The current Code, Section 10-4-10.D. Tables 1 and 2, requires a minimum 24 foot wide road surface for dedication. We are proposing a 20 foot wide road surface (pavement) on the Minor Roads, again to compact the project, reduce visual impact of cut and fills for roads, and maximize meaningful open space. **Exhibit 3** depicts the proposed cross section showing 20 foot paved surface in a 44 foot right of way for the Minor Roads. Along with curb or gravel shoulder on each side, the effective drivable width will be 22 feet, only 2 feet less than standard. Again, the key requirement here is dedication, because the Code does allow 20 wide road surfaces in Tables 1, 2 & 3 for private streets.

4. **Reduced Building Setbacks.** We are proposing reduced setbacks to promote clustering and compactness. The current Code, Section 10-2-5.D.7. requires 30 foot front yard setbacks, and 12 foot side and rear yard setbacks. Though not applicable, it's worth noting the current Code does allow 15 foot front setbacks from the edge of road in Summit Park under certain circumstances. In no case would the proposed front yard building setbacks in Discovery be less than 18 feet from the edge of road. There are three different conditions for building setbacks in the Discovery project.

EXHIBIT D.3

First, **Exhibits 1-A and 1-B** indicate the proposed setbacks for attached townhomes fronting the 44 foot wide right of ways of the Minor Roads. The proposed setbacks are 8 foot front yard, 0 foot side yard, 2 foot corner side yards, and 5 foot rear yards. Together with the snow storage and PUE behind the curb, the minimum front setback from back of curb (or 2 foot shoulder) will be no less than 18 feet.

Second, **Exhibit 1-C** indicates the proposed setbacks for single family detached homes fronting a 60 foot wide right of way (Discovery Parkway). The proposed setbacks are 5 foot front and side yards, and 10 foot rear yards. Together with the snow storage and PUE behind the curb, the minimum front setback from back of curb will be no less than 21 feet.

Third, **Exhibits 1-D and 1-E** indicate the proposed setbacks for single family detached homes fronting the 44 foot wide right of ways of the Minor Roads. The proposed setbacks are 8 foot front yard, 5 foot side and corner side yards, and 10 foot rear yards. Together with the snow storage and PUE behind the curb, the minimum front setback from back of curb (or 2 foot shoulder) will be no less than 18 feet.

5. Reduced Distance Between Driveways and Street Intersections. Again, to achieve the stated goals of clustering to promote compactness which reduces sprawl and maximizes open space, the project utilizes narrow lots and as such achieving the required distance from an intersection to a driveway is impractical. Ordinance 181-D requires a minimum distance of 50 feet from the edge of the driveway to the edge of the intersecting road. Because of the compactness of the developed portion of the project, we are requesting a minimum distance of ten (10) feet. We have included **Exhibits 4A through 4C**, to depict the most extreme cases. **All other driveways will be no less than 25 feet from the edge of an intersection.** We do not believe this will compromise safety because the traffic speeds will be unusually low due to the constraints of terrain.

6. Increase The Number of Lots on a Single Private Driveway. Code Section 10-4-10.E.2. allows up to 5 lots to be accessed from a single driveway. We are requesting an exception to allow up to 7 lots on Molly Mountain Court, a private driveway; refer to **Exhibit 5**. The reason we are making this request is that Molly Mountain Court. will not qualify as a public or private street even if the width exceptions are approved. Section 10-4-10.F. "Cul-de-Sacs", requires a cul-de-sac or approved turn-around on any dead end street regardless of length to allow County vehicles, especially snow plows, to maneuver without backing up. The terrain at the end of Molly Mountain Dr. makes it almost impossible to provide an adequate turn-around without massive earthwork that would create a very visible fill slope from Gorgoza Park. As designed, there are 6 lots that front only Molly Mtn Crt., which would be an exception for only one more lot. However, there are two corner lots at the intersection of Molly Mtn Crt. one of which, Lot 40, we believe would be safer to access onto Molly Mtn Crt., a dead end driveway, rather than back out onto Discovery Parkway, a through street. Unfortunately, Lot 47, the other corner lot, does not have sufficient frontage on Molly Mtn. Crt. to do the same.

7. Increased Grades at Intersections. Code Section 10-4-10.B.1. requires road grades within 100 feet of an intersection to not exceed 3%. In order to reduce cut and fills for the roads and thereby reduce alteration of the existing terrain, there are six (6) intersections that exceed 3%, however, in all cases each still meets the minimum AASHTO standards (American Association of State Highway and Transportation Officials).

Exhibit 6A; Intersection of Discovery Parkway & Kilby Rd. As indicated on Exhibit 6A, the first 33 feet from the intersection is in compliance with the County code, however, from 33 feet to 100 feet the grade gradually increases from 3% to 8.5%.

Exhibit 6B; Intersection of Discovery Parkway & Cole Creek Loop (south intersection). As indicated on Exhibit 6B, the first 37 feet from the intersection slightly exceeds the County code at 3.7%, then increases to 8%.

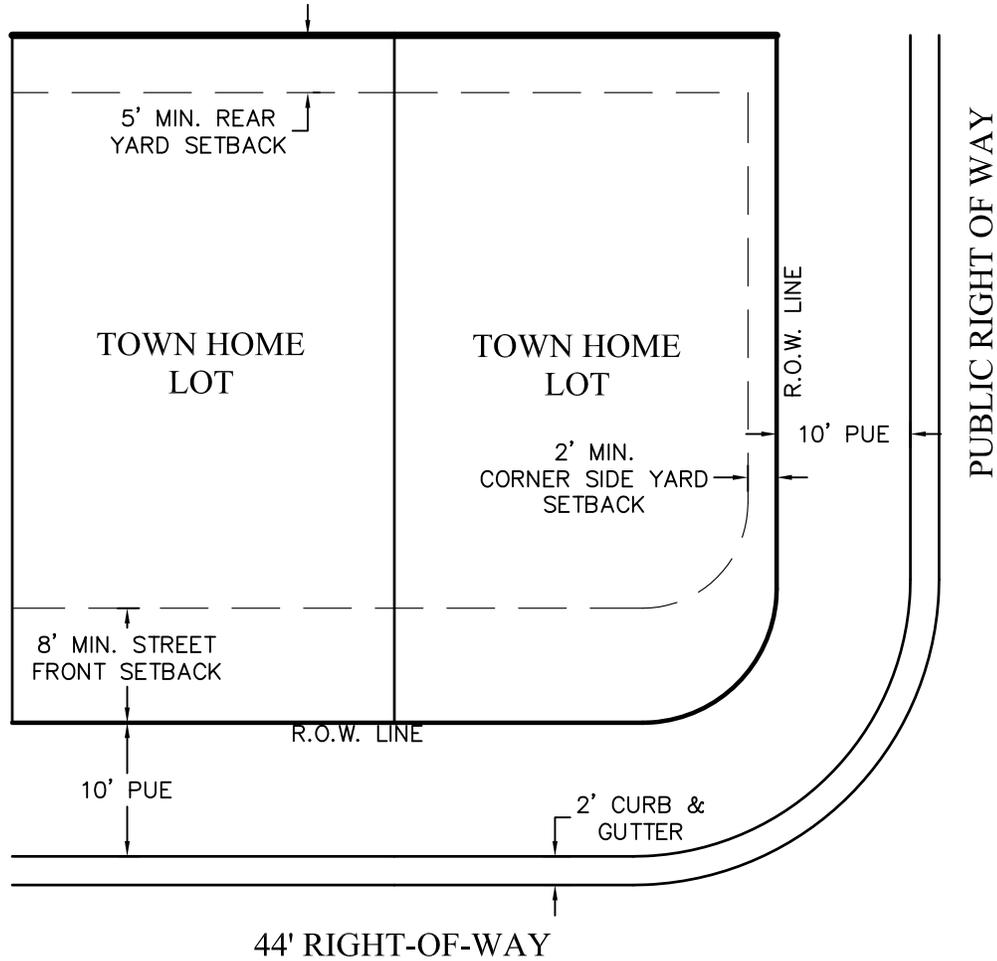
Exhibit 6C; Intersection of Discovery Parkway & Brinley Bluff Way (south intersection). As indicated on Exhibit 6C, the grade for the entire 100 feet is at 8%.

EXHIBIT D.4

Exhibit 6D; Intersection of Discovery Parkway & Hudson Hills. As indicated on Exhibit 6D, the grade begins at 6% and increases to 8%.

Exhibit 6E; Intersection of Discovery Parkway & Brinley Bluff Way (northeast intersection). As indicated on Exhibit 6E, the grade for the entire 100 feet is at 7.62%.

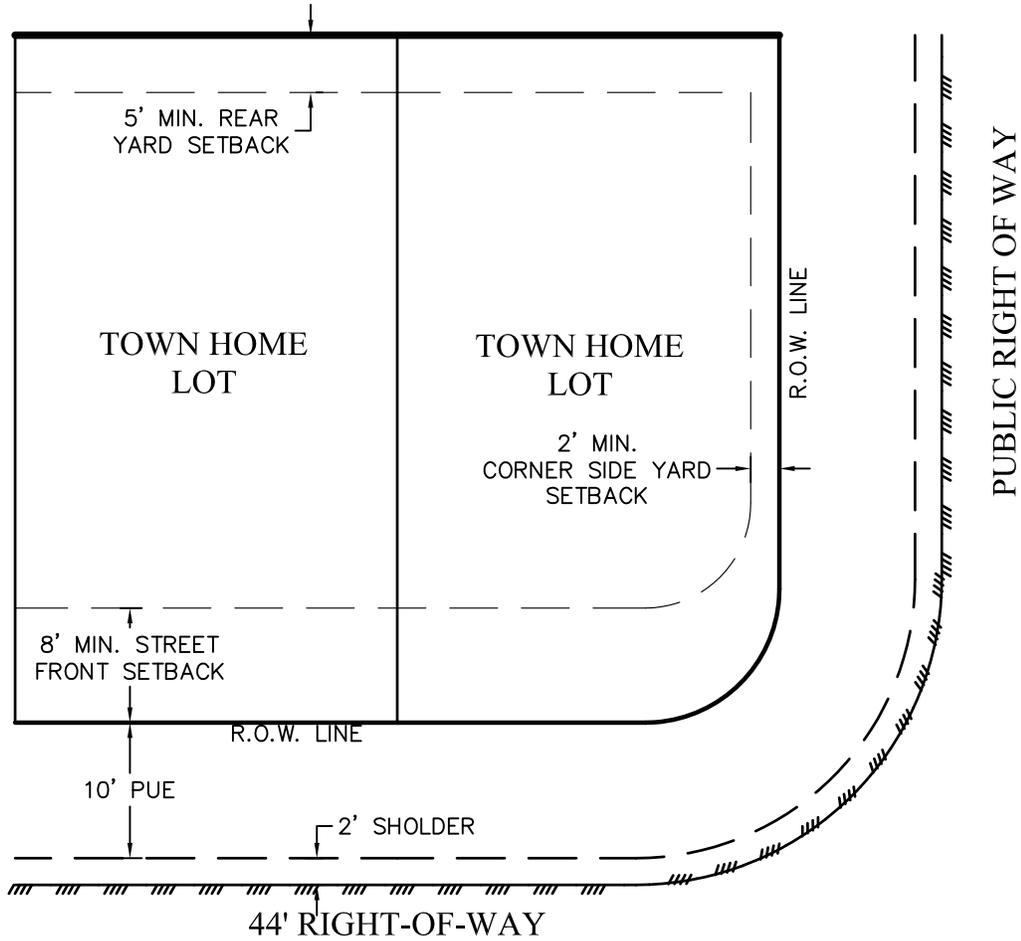
Exhibit 6F; Intersection of Discovery Parkway & Emergency Access Rd. As indicated on Exhibit 6F, the grade at the intersection begins at 4.75%, then increases to 6%.



TYPICAL TOWNHOME SETBACKS
44' RIGHT-OF-WAY (CURB AND GUTTER)

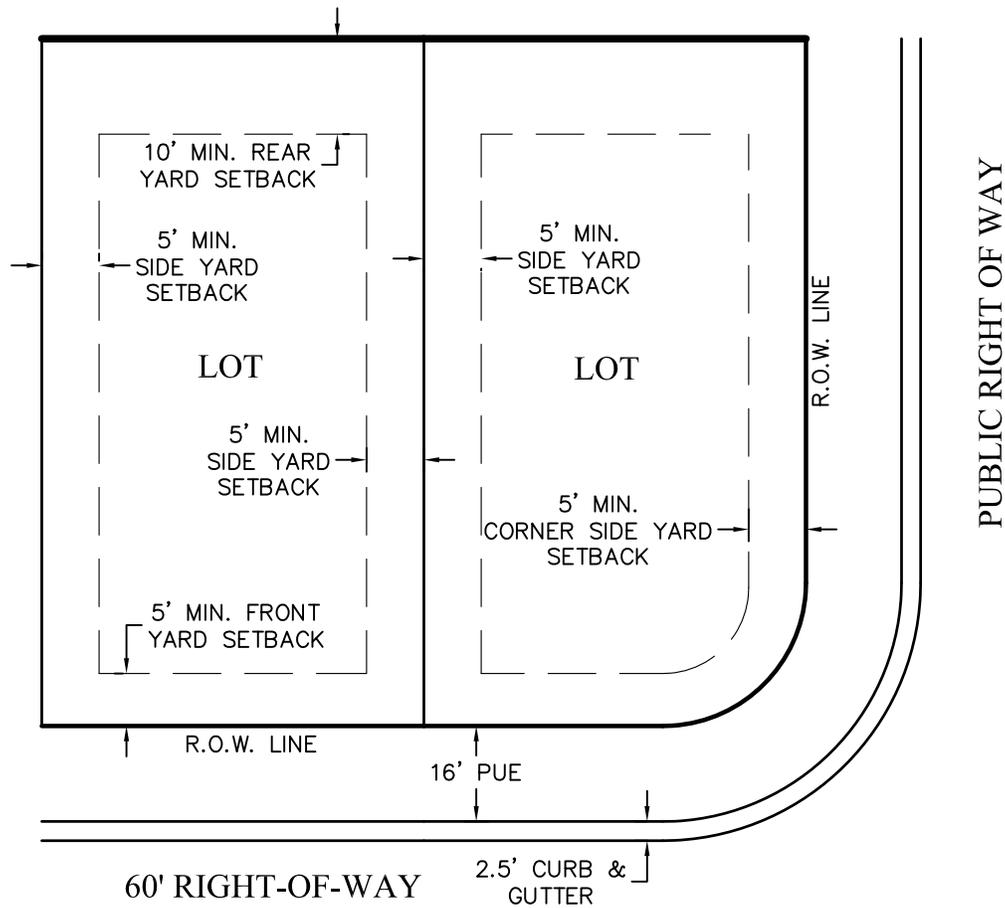
N.T.S.

NOTE: PUBLIC UTILITY EASEMENTS WILL ALSO ACT AS A DRAINAGE AND SNOW STORAGE EASEMENT



TYPICAL TOWNHOME SETBACKS
44' RIGHT-OF-WAY (ASPHALT EDGE)
 N.T.S.

NOTE: PUBLIC UTILITY EASEMENTS WILL ALSO ACT AS A DRAINAGE AND SNOW STORAGE EASEMENT

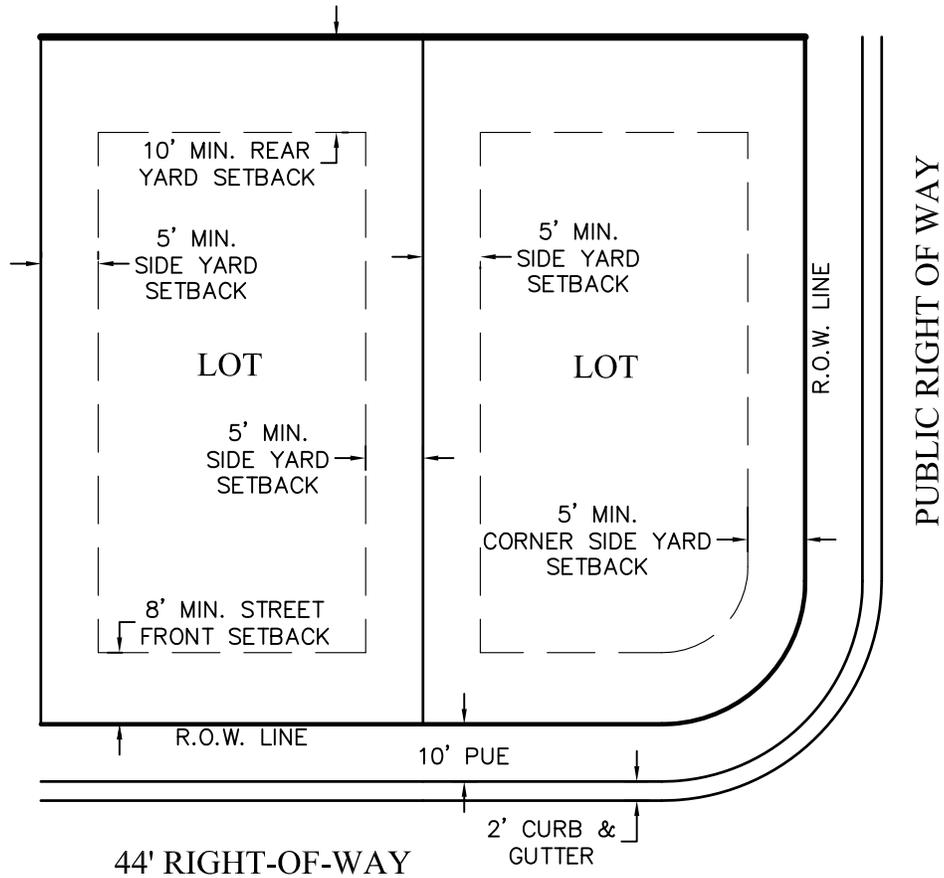


TYPICAL SINGLE FAMILY HOME SETBACKS

60' RIGHT OF WAY

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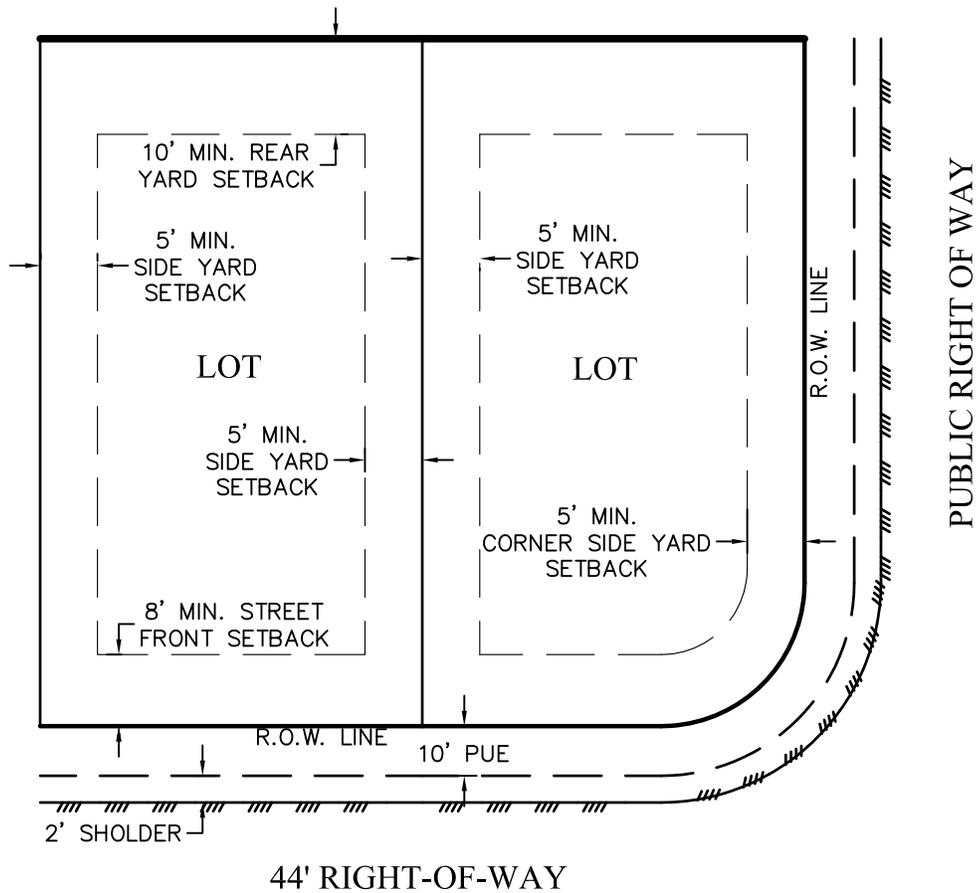
NOTE: PUBLIC UTILITY EASEMENTS WILL ALSO ACT AS A DRAINAGE AND SNOW STORAGE EASEMENT



TYPICAL SINGLE FAMILY HOME SETBACKS
44' RIGHT OF WAY (CURB & GUTTER)

N.T.S.

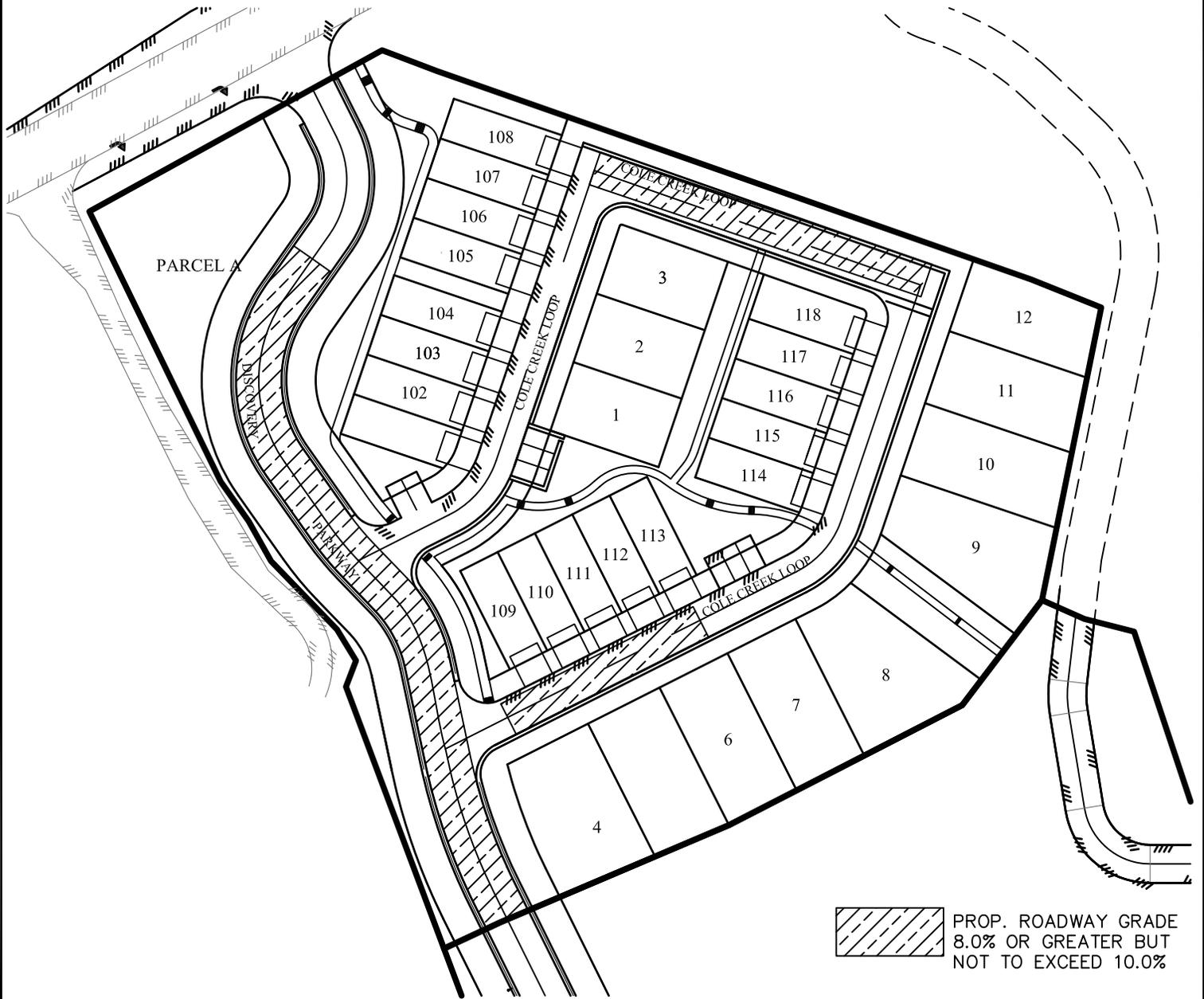
NOTE: PUBLIC UTILITY EASEMENTS WILL ALSO ACT AS A DRAINAGE AND SNOW STORAGE EASEMENT

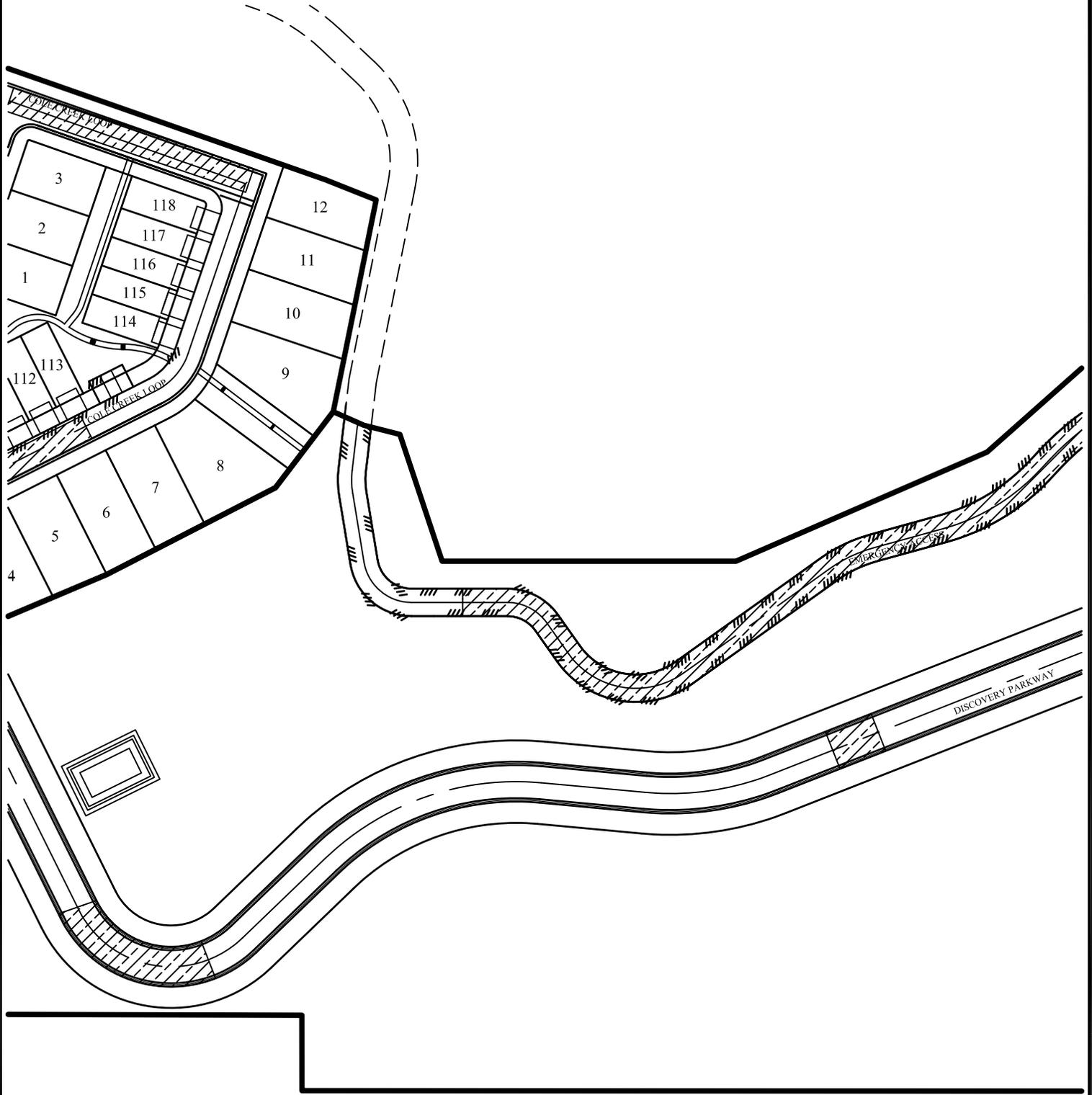


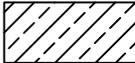
TYPICAL SINGLE FAMILY HOME SETBACKS
44' RIGHT OF WAY (ASPHALT EDGE)

N.T.S.

NOTE: PUBLIC UTILITY EASEMENTS WILL ALSO ACT AS A DRAINAGE AND SNOW STORAGE EASEMENT





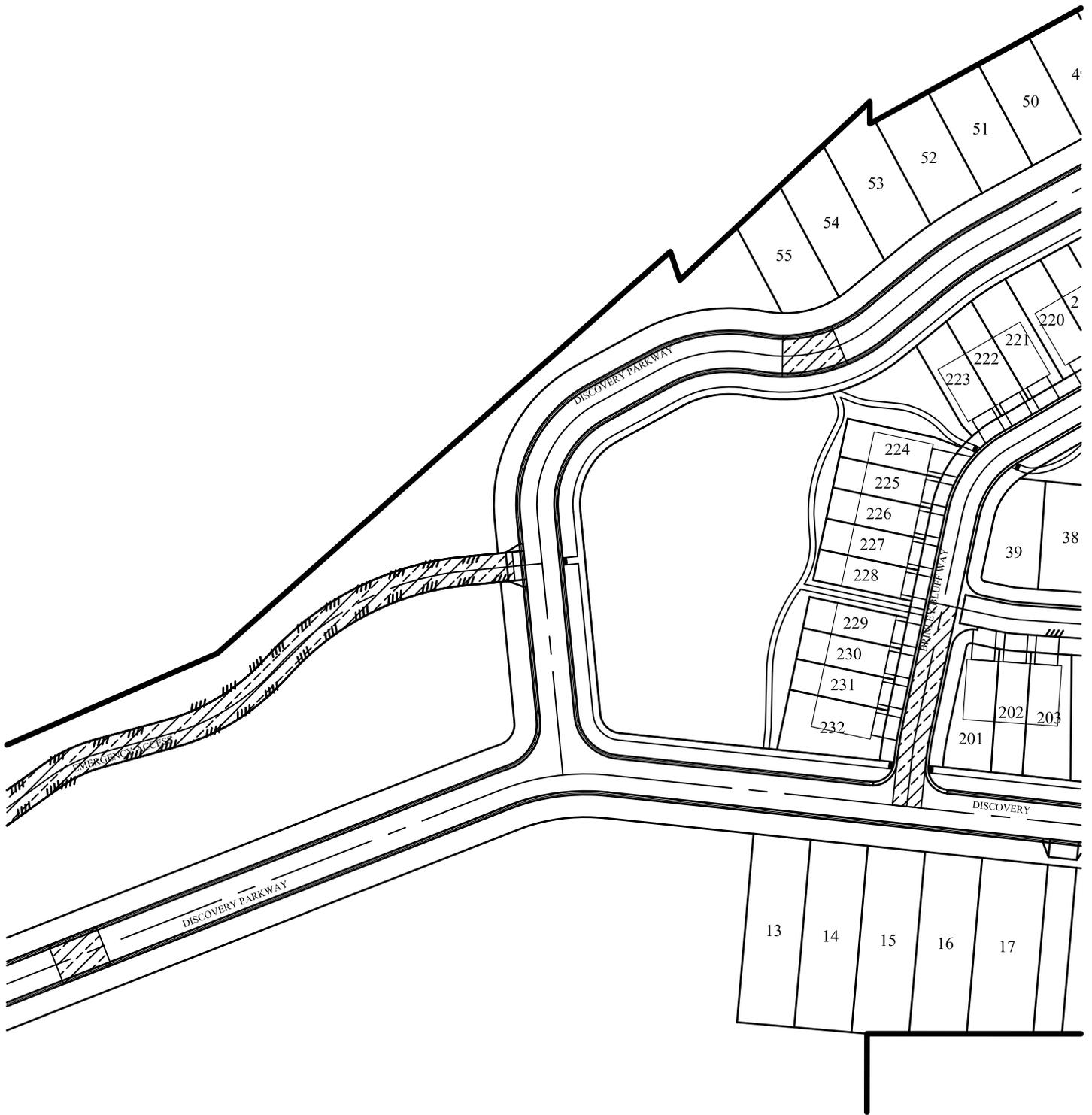
 PROP. ROADWAY GRADE
8.0% OR GREATER BUT
NOT TO EXCEED 10.0%

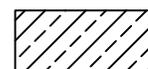
FOCUS[®]
ENGINEERING AND SURVEYING, LLC
502 WEST 8360 SOUTH
SANDY, UTAH 84070 PH: (801) 352-0075
www.focusutah.com

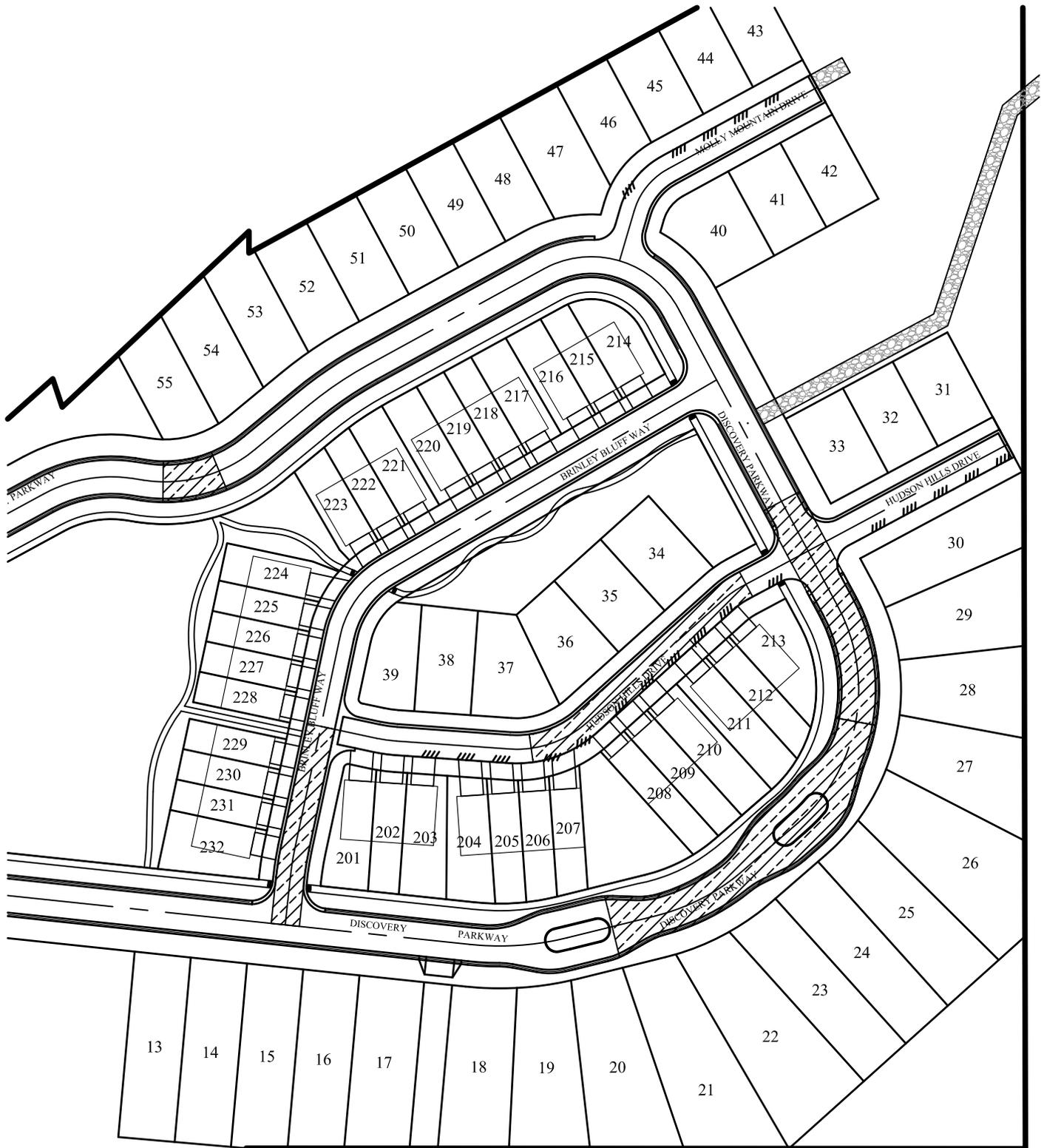
ROAD GRADE EXHIBIT
DISCOVERY PHASE 2

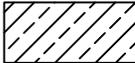
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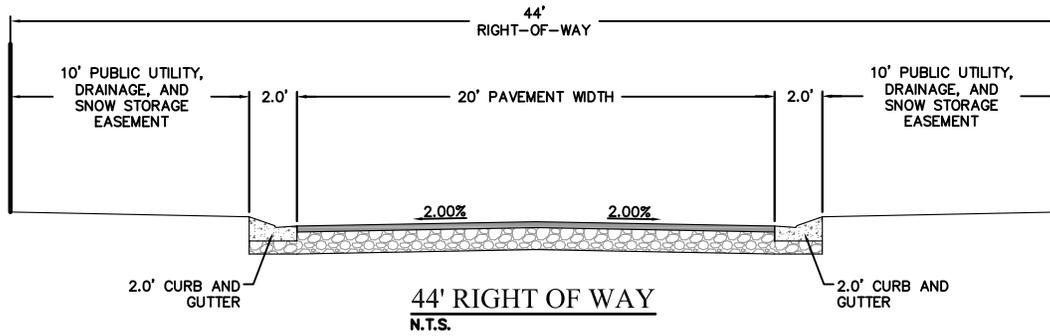
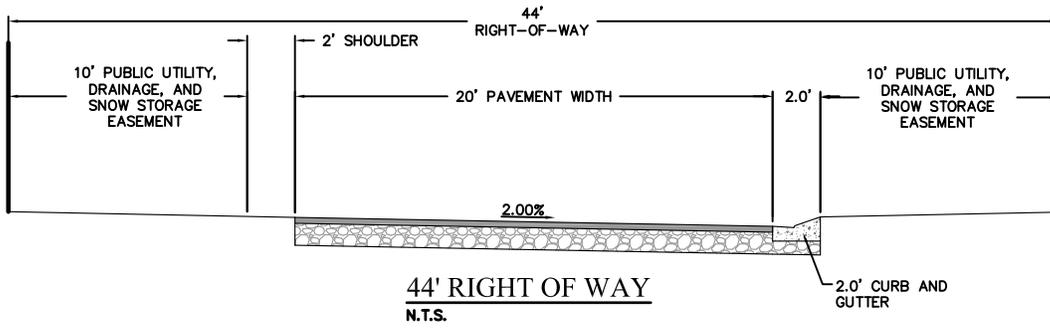
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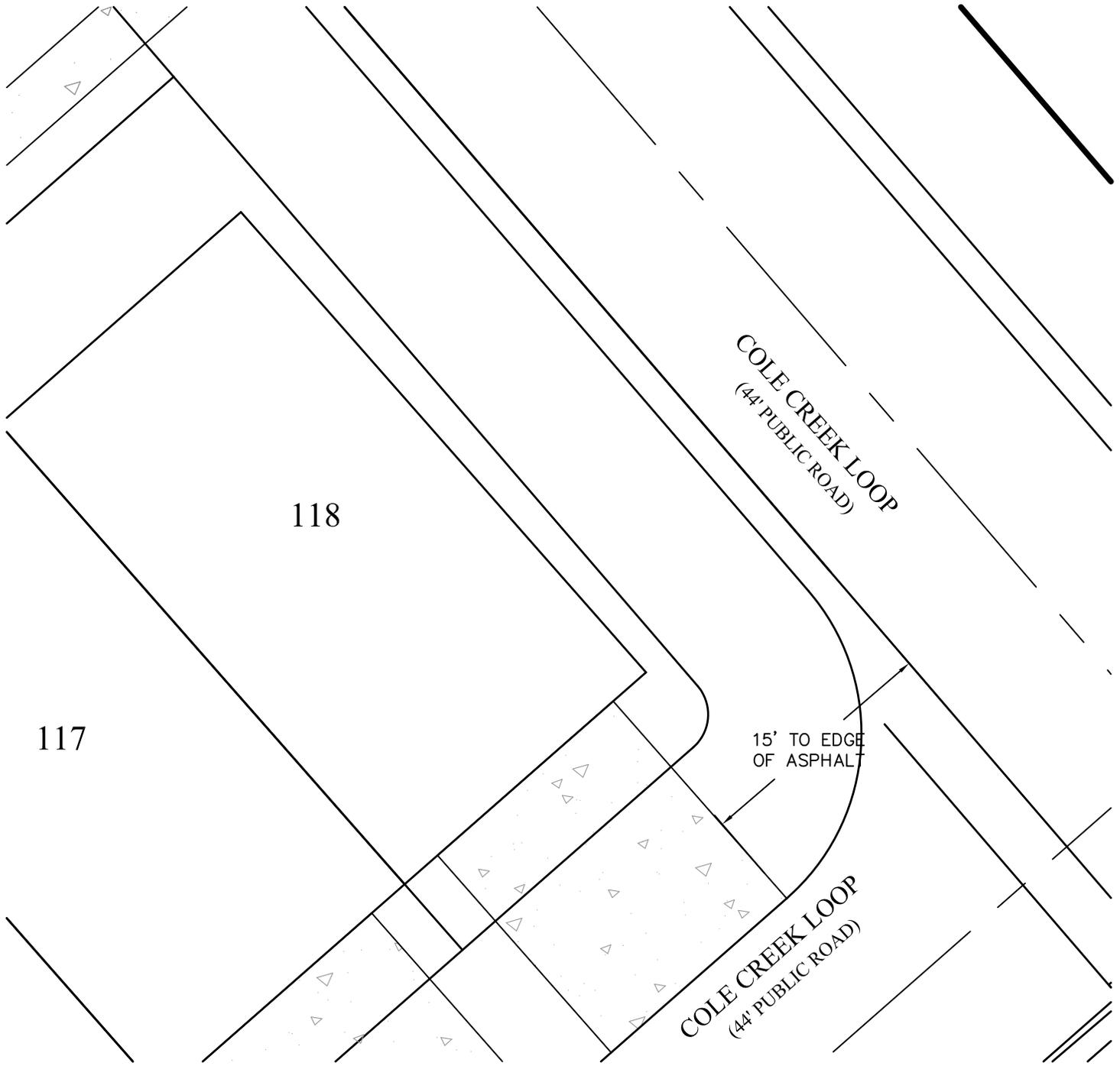


 PROP. ROADWAY GRADE
8.0% OR GREATER BUT
NOT TO EXCEED 10.0%



 PROP. ROADWAY GRADE
8.0% OR GREATER BUT
NOT TO EXCEED 10.0%

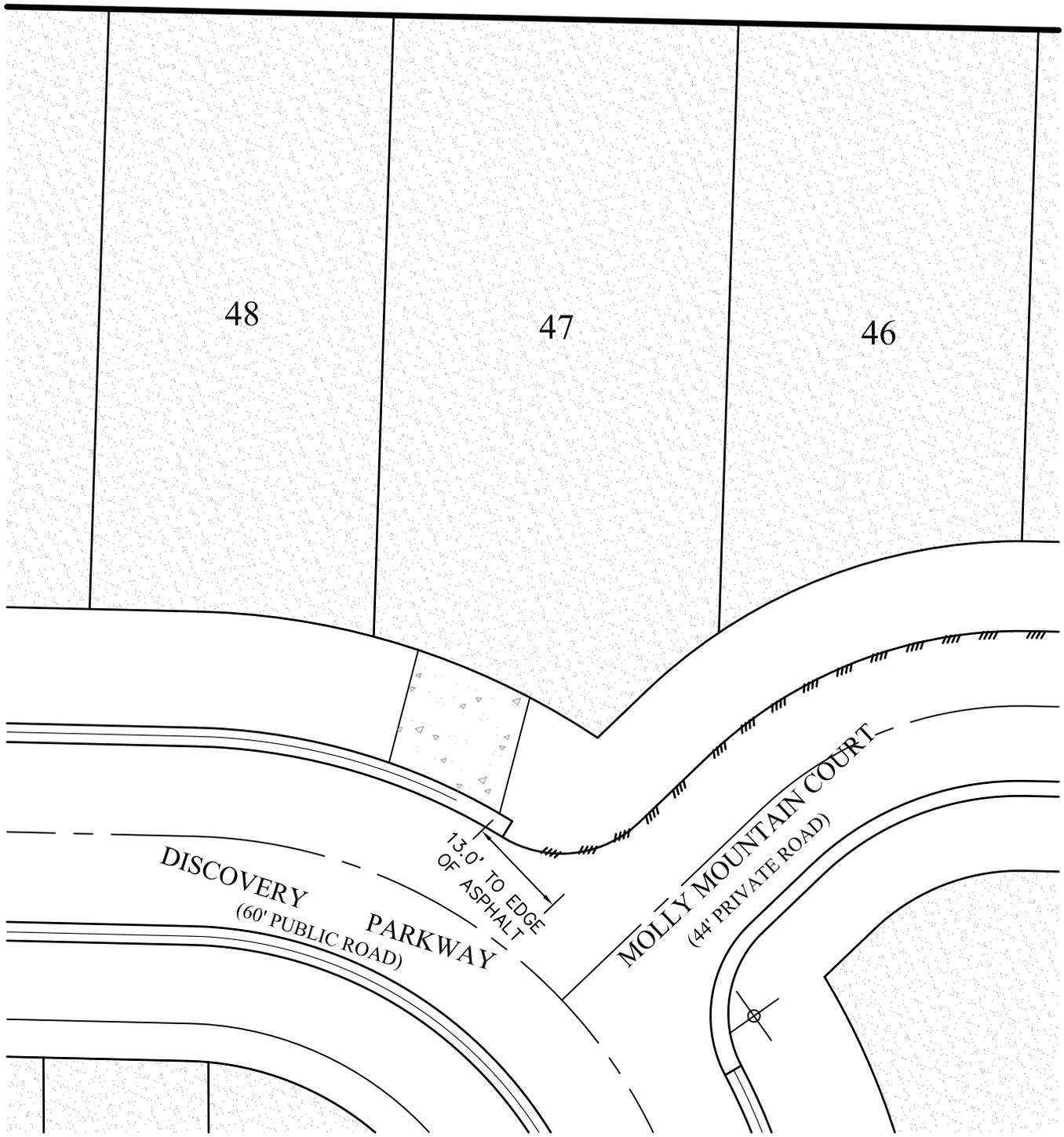




TOWNHOME DRIVEWAY EXHIBIT
DISCOVERY PHASE 1 & 2

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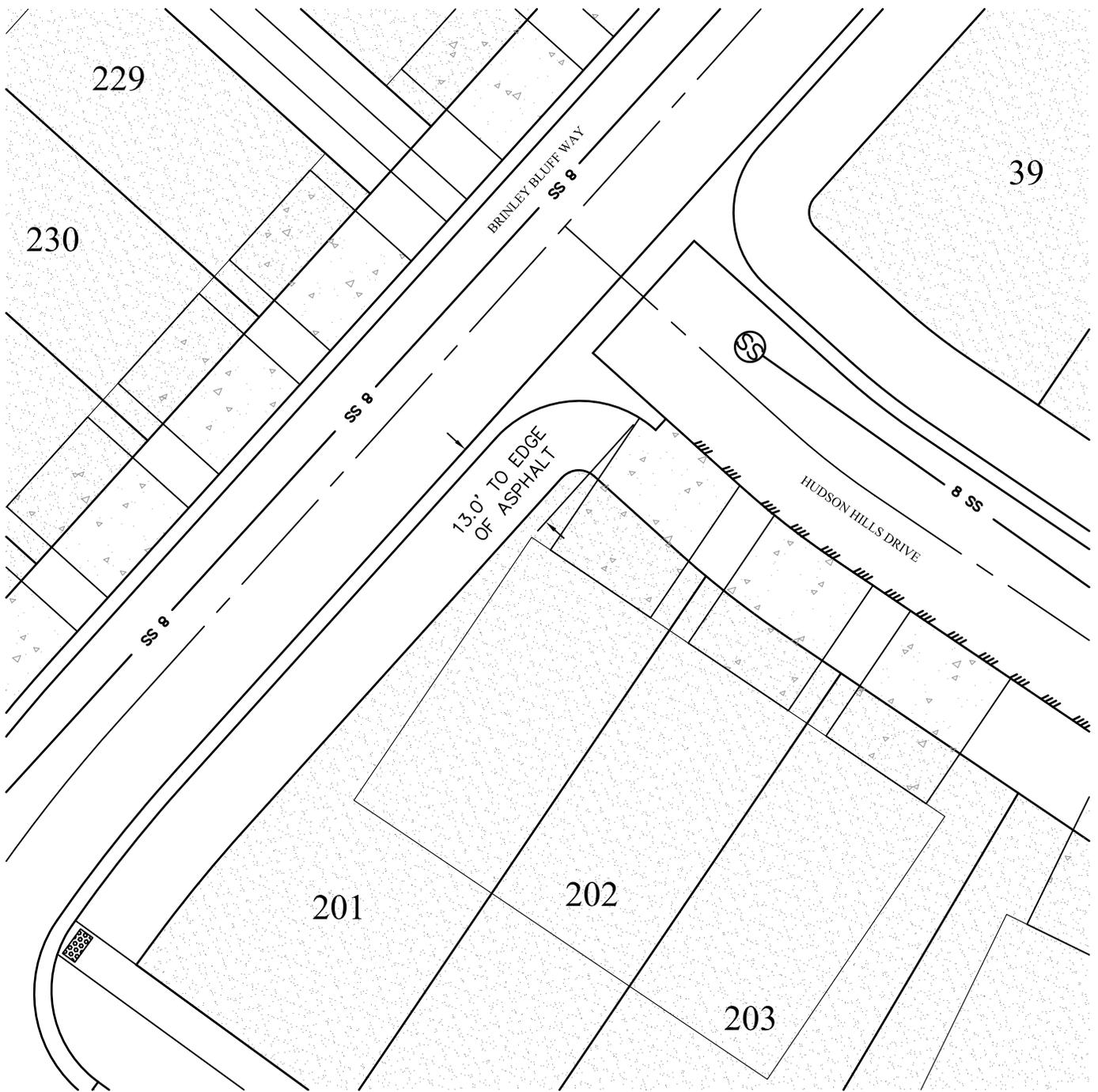
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SINGLE FAMILY DRIVEWAY EXHIBIT

DISCOVERY PHASE 1 & 2

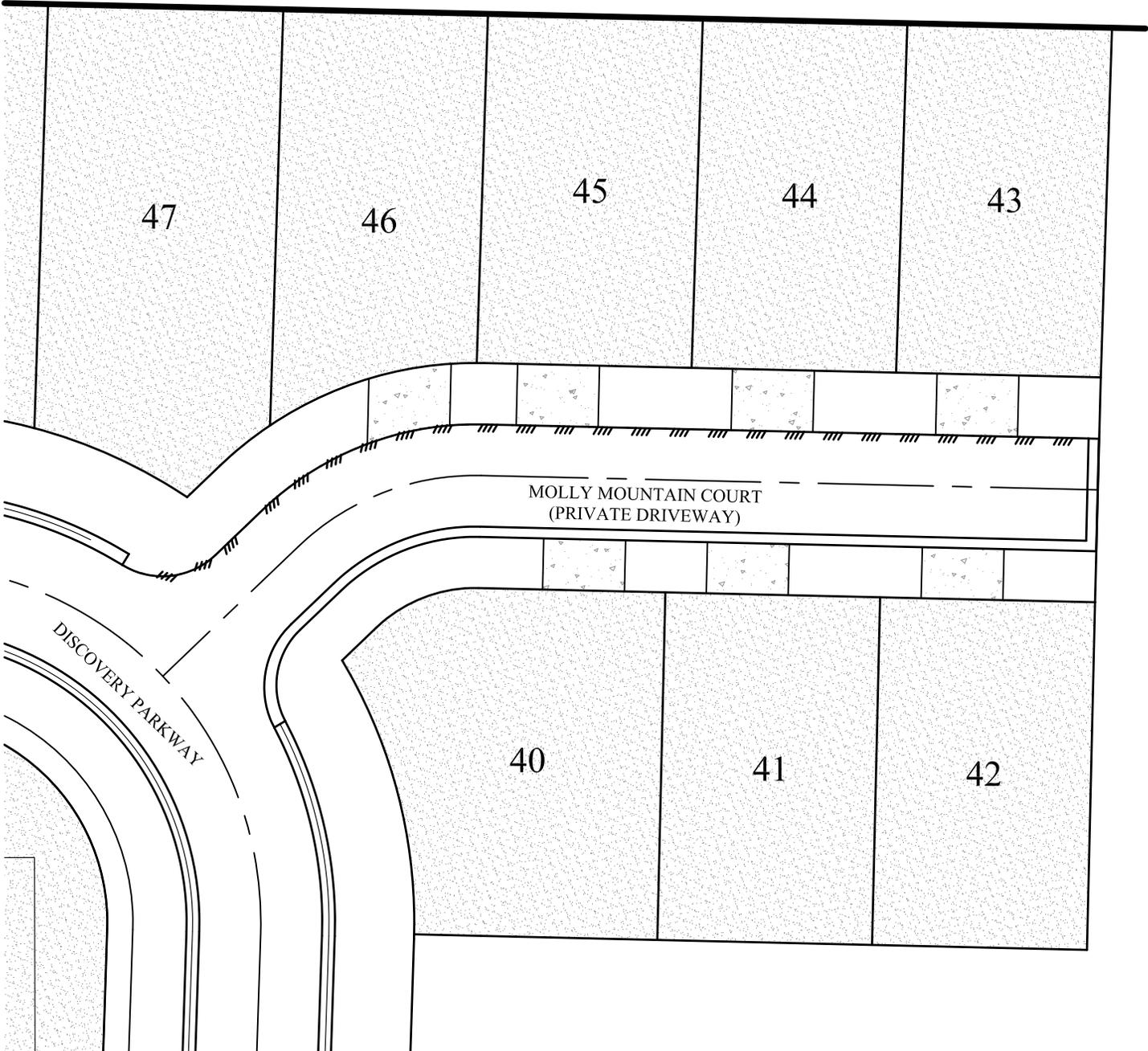
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Sheet:	



DRIVEWAY SEPARATION EXHIBIT

DISCOVERY PHASE 1 & 2

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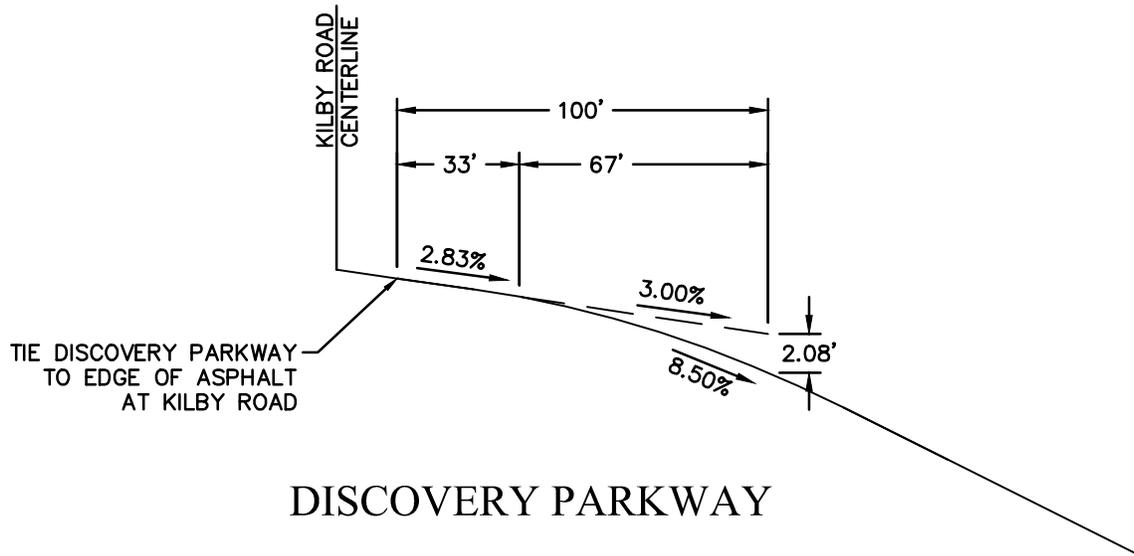
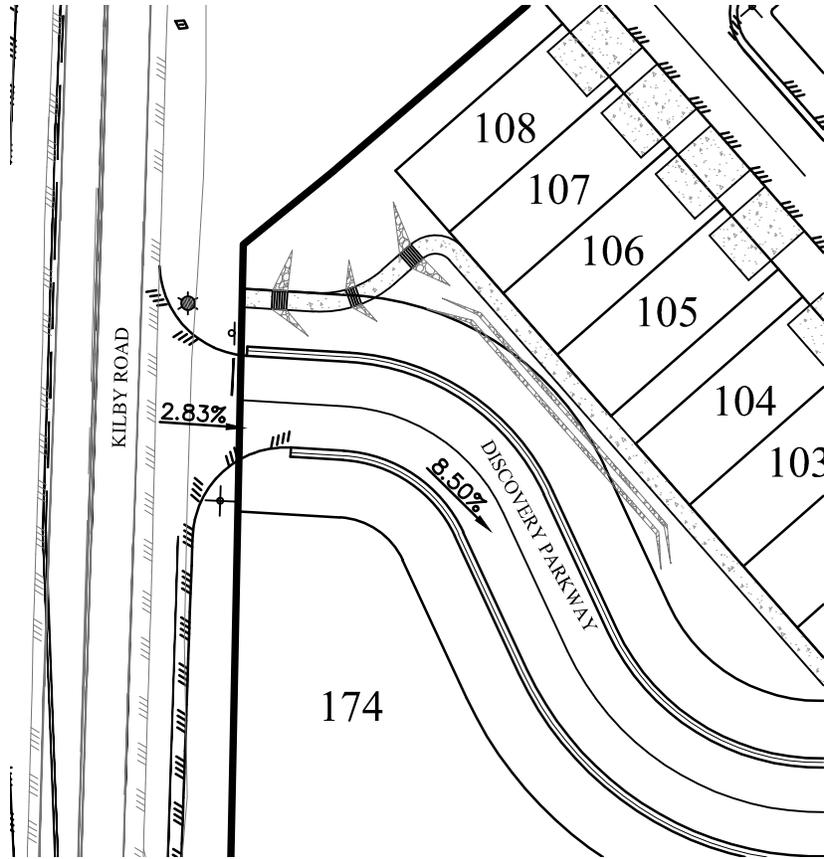


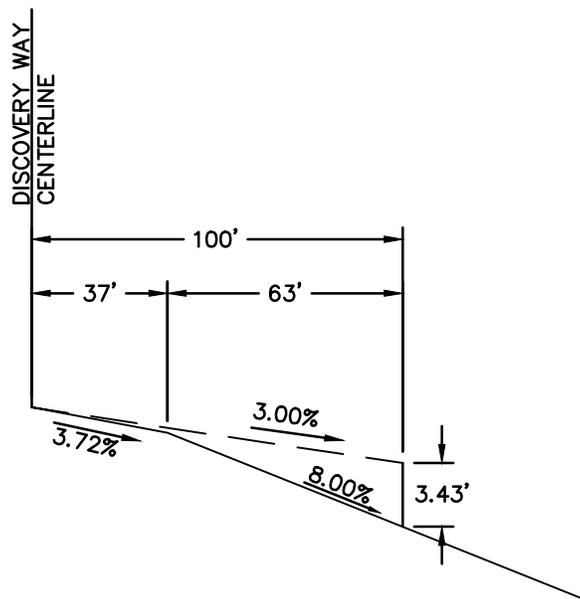
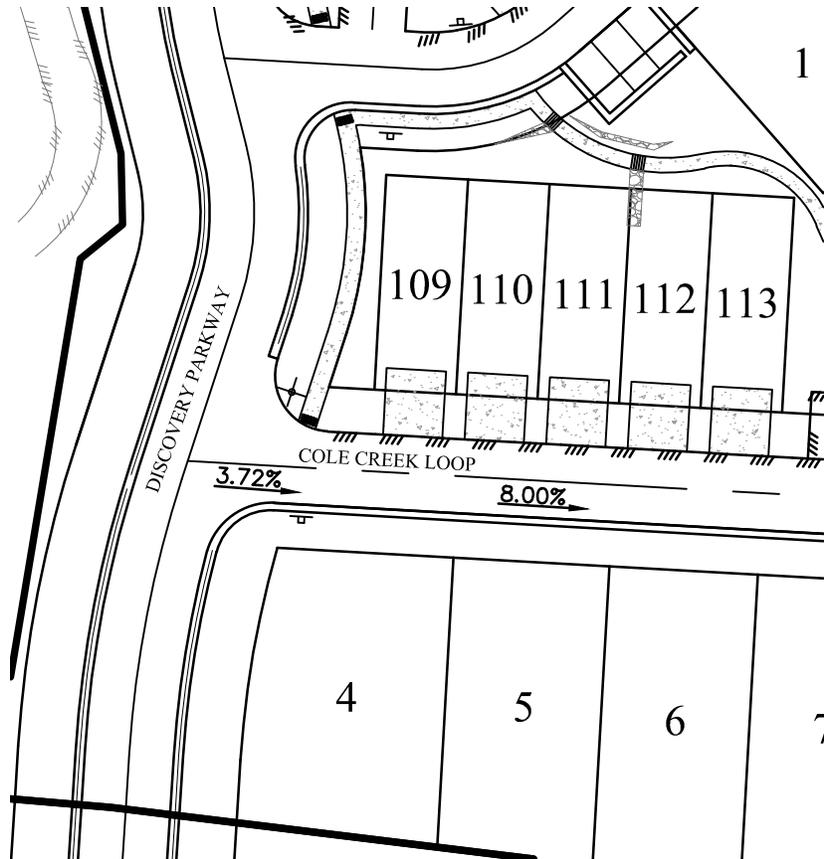
PROP. PRIVATE DRIVEWAY
WITH ACCESS FOR 7 LOTS



PRIVATE DRIVEWAY EXHIBIT
DISCOVERY PHASE 1 & 2

Date Created:	9/20 /2013
Scale:	NA
Drawn:	RRH
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Sheet:	





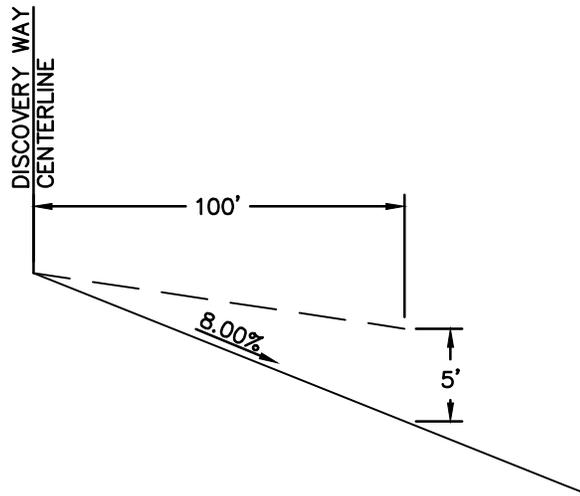
COLE CREEK LOOP (SOUTH)



DISCOVERY & COLE CREEK (SOUTH)
INTERSECTION
DISCOVERY PHASE 1 & 2

Date Created:	10/7/2013
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Drawn:	RRH
Job:	13-002
Sheet:	

6B



BRINLEY BLUFF WAY (SOUTH)

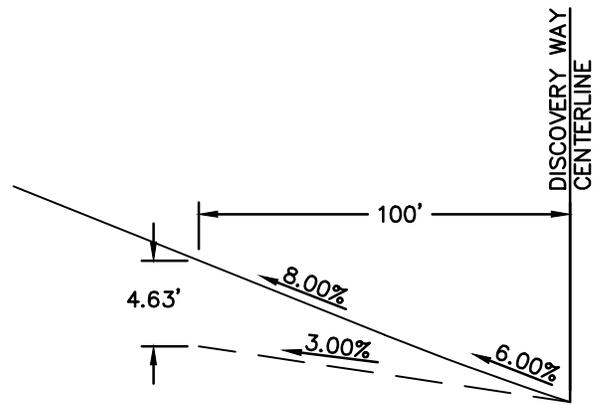
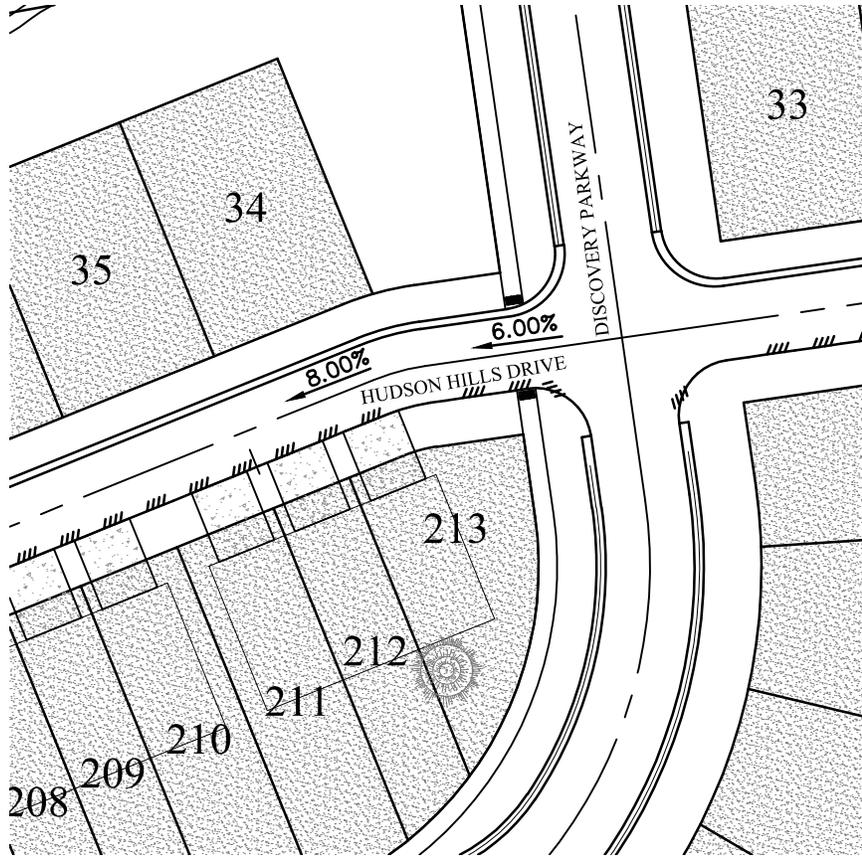
DISCOVERY & BRINLEY BLUFF
(SOUTH) INTERSECTION
DISCOVERY PHASE 1 & 2



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HUDSON HILLS DRIVE

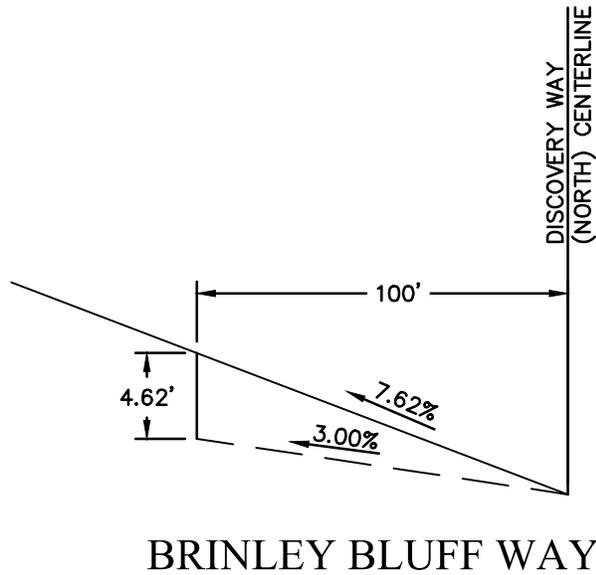
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**DISCOVERY & HUDSON HILLS
 INTERSECTION
 DISCOVERY PHASE 1 & 2**

Date Created:	10/7/2013
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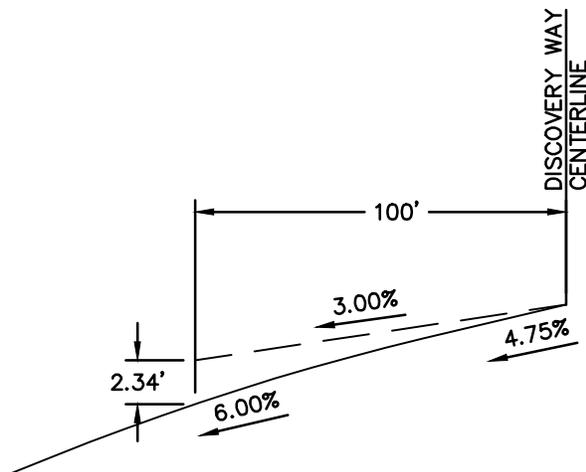
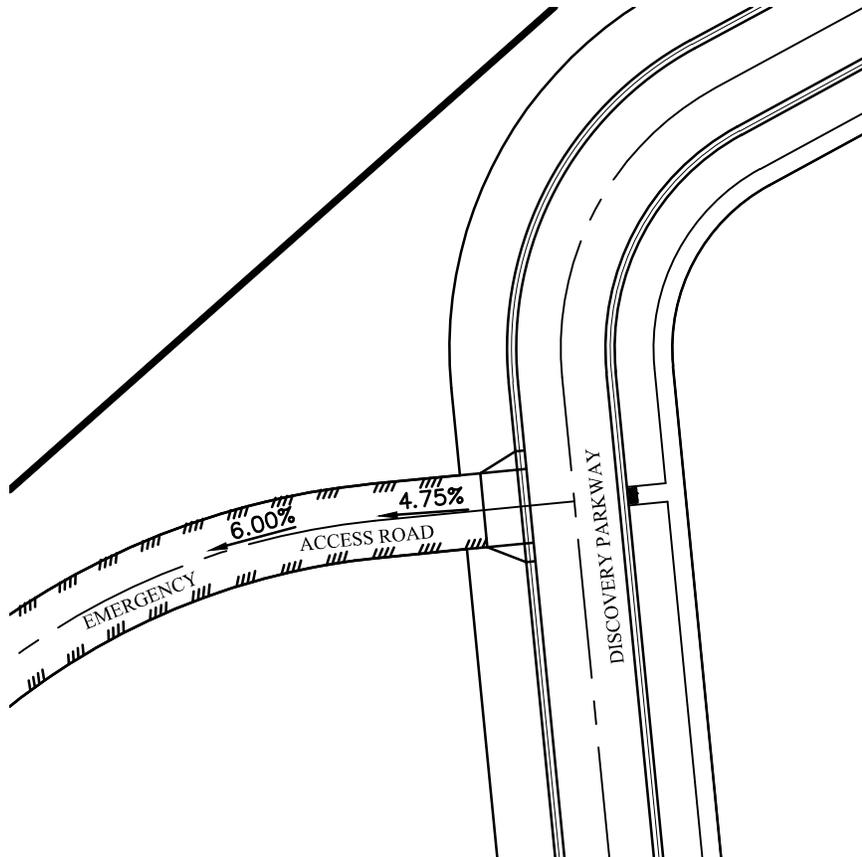
BRINLEY BLUFF WAY

DISCOVERY & BRINLEY BLUFF
(NORTH) INTERSECTION
DISCOVERY PHASE 1 & 2



Date Created:	10/7/2013
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EMERGENCY ACCESS ROAD

DISCOVERY & EMERGENCY ACCESS
INTERSECTION
DISCOVERY PHASE 1 & 2



Date Created:	10/7/2013
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10-5-16 Community Oriented Residential Enhancement Zones (CORE)

This program is viewed as a pilot project which may be disbanded, modified, or continued following its evaluation, which shall occur no more than twelve (12) months from the effective date of this program.

- A. The provision of workforce housing is essential to maintaining a diverse and healthy community where people from all walks of life can live together. It is not desirable to have essential workers commuting into the community, which adds to traffic congestion, pollution, and stress. Reducing the number of cars into and out of the community, increasing walkability within and between neighborhoods, providing access to trails, and ensuring that different housing types are mixed and integrated compatibly to create strong neighborhoods, are all goals that may be achieved through this program. Therefore, the purposes of the CORE zones are to:
1. encourage the voluntary provision of workforce housing by allowing workforce and market density in excess of the underlying zone;
 2. encourage development designed in a manner so as to cluster development in the least visually and environmentally sensitive areas and maximize open space;
 3. encourage walkable developments;
 4. encourage transit-oriented development and uses and developments that minimize traffic impacts;
 5. promote significant linkages to the broader community open space and trail network;
 6. encourage the development of high quality public places such as parks, trails, and recreation facilities;
 7. encourage a mix of housing types in the same neighborhood;
 8. allow developments that are visually compatible with adjacent developments;
 9. encourage development which preserves the natural setting to the greatest extent possible, and
 10. encourage development which allows pet ownership.
- B. CORE Zone Categories: there shall be eight (8) categories of CORE zones:
1. CORE A shall have a maximum overall density of 0.5 units per acre and shall be considered only for parcels or portions of parcels that are 150 acres or less in size. Parcels larger than 150 acres in size will be considered for CORE A if

a major, contiguous portion of the property remains in meaningful natural open space, and in this case, the overall open space for the development must exceed 80%.

2. CORE B shall have a maximum overall density of one (1) unit per one (1) acre. CORE B shall be considered only for parcels or portions of parcels that are 100 acres or less in size, and greater than 50 acres. Parcels larger than 100 acres in size will be considered for this category if a major, contiguous portion of the property remains in meaningful natural open space. In this case, the overall open space for the development must exceed 80%.
3. CORE C shall have a maximum overall density of two (2) units per acre. CORE C shall be considered only for parcels or portions of parcels that are less than fifty (50) acres in size.
4. CORE D shall have a maximum overall density of five (5) units per acre, and shall be considered only for parcels or portions of parcels that are less than thirty (30) acres in size.
5. CORE E shall have a maximum overall density of ten (10) units per acre, and shall be considered only for parcels or portions of parcels that are less than twenty (20) acres in size.
6. CORE F shall have a maximum overall density of fifteen (15) units per acre, and shall be considered only for the purpose of infill or redevelopment, for parcels that are less than twenty (20) acres in size, and that demonstrate reasonable appropriateness considering the location and surrounding uses and infrastructure.
7. CORE G: Resort Sponsored Seasonal Housing – A 100% seasonal housing project may be considered only for the purpose of providing temporary or seasonal housing for major resort employers in Summit County. The major employer will be required to provide a guaranteed management plan for the units including maintenance and response to nuisance complaints. These units may be studio or dormitory. Parcels considered for this designation must be directly served by public or private mass transit, or may extend public mass transit to serve the parcel.
8. CORE H: Mixed Use Workforce Communities shall have a maximum overall density of twenty (20) units per acre, and may consist of a mix of residential and commercial uses. A Mixed Use Workforce Community must be a minimum of five (5) acres in size.
 - i. A minimum of 20% of the total floor area of the development shall be dedicated to neighborhood commercial uses.
 - ii. Allowable commercial uses are those outlined in Section 10-2-10 as being permitted uses in the Neighborhood Commercial zone.

- iii. Applications for rezone to Mixed Use Workforce Communities shall demonstrate reasonable appropriateness considering the location and surrounding uses and infrastructure. Parcels considered for this designation must be directly served by transit, and shall only be permitted adjacent to similar densities and uses, or in areas that will not create incompatible residential densities.
- iv. These projects shall also comply with the following principles: a) development that minimizes the dependence on the automobile; b) an integrated network of walkable streets; c) roads designed to slow traffic; d) buildings located in appropriate proximity to the street to spatially define the streets as public space; e) design that encourages residential above retail and commercial uses; and f) an appropriate range of amenities within walking distance.

C. Off-Site Workforce Housing

- 1. 100% Commercial Development meeting the requirements of Section 10-5-7, Commercial Alternatives, may apply for additional density through an off-site CORE rezone, to offset the land costs and facilitate the provision of off-site workforce housing as outlined in Section 10-5-9 of this Chapter. There shall be no additional market rate residential density provided on the parcel.
- 2. The obligation shall be met through the provision of finished units and not through the provision of land only.

D. Designation procedures:

- 1. Each application will be reviewed on a case by case basis and be compared to the Needs Assessment to determine if the project is necessary to address the Workforce Housing needs of the Snyderville Basin.
- 2. Nothing in this chapter shall be construed to mean that compliance with these criteria guarantee project and rezone approval. Rezone and project approvals are at the sole discretion of the Legislative Body of Summit County, following the public hearing process.
- 3. Any parcel may be considered for designation as a CORE zone or zones. A parcel or multiple contiguous parcels may be considered for multiple CORE zones in one application provided all owners of the parcels participate in the application process. Applications involving multiple contiguous parcels and/or multiple CORE zones may apply only for an original approval. The applicant shall bear the burden of proof to demonstrate that multiple CORE zones meet the intent and criteria of this Code.
- 4. Applicants shall not be permitted additional CORE rezones beyond the original approval. All property to be rezoned under the CORE rezone process shall be planned comprehensively to meet all requirements concurrently.

5. An application for rezone will be considered only when such application is considered simultaneously with an applicable workforce housing proposal for the entire property to be rezoned.
 6. The applicants shall enter into a Housing Agreement with Summit County finalizing the rezone and housing proposal, and the Housing Agreement shall be recorded against the property prior to rezone finalization. The rezone and housing proposal shall be processed concurrently, and neither shall be approved or modified independently from the other.
 7. The Legislative Body of Summit County may permit the rezone of the property only after it has determined that both the rezone and accompanying workforce housing proposal are consistent with the goals, objectives, and policies of the General Plan and all other criteria and considerations described in this Title, and said action is necessary to promote the public health, safety and welfare of the residents of the Snyderville Basin.
 8. The rezone shall be considered void after one (1) year unless substantial construction or development on the approved housing project has taken place or has proceeded with reasonable diligence, without interruption; provided, however, that a longer period of time may be provided for a phased development as set forth specifically in the Housing Agreement and approved by the Legislative Body of Summit County.
- E. Requirements: development applying for consideration for CORE density bonuses shall comply with all of the following requirements, in addition to the requirements of Section 10-5-3. Failure to comply with any of these requirements is grounds for project denial:
1. The property is located within ½ mile of year-round public or private mass transit, or can demonstrate that the property is slated for year-round public transit in the five-year transit plan.
 2. The project shall have access to a public sewer system, and shall have written proof that the system is capable of serving the proposed density.
 3. The area has access to a water system, and shall have proof of adequate wet water and that the system is capable of serving the proposed density, and has access to electricity.
 4. The proposed density is appropriate to and compatible with existing adjacent uses and neighborhoods within 1000', as measured from the edge of the proposed CORE rezone. If there are no existing uses and / or neighborhoods within 1000', the burden of proof is on the applicants to demonstrate that the proposed density is appropriate where proposed.
 - a. Compatibility: if any existing neighborhood is located within 1000' of a proposed CORE development, the CORE development shall not

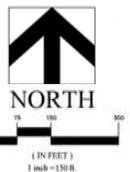
exceed twice the average density of that portion of the neighborhood or neighborhoods within a distance of 1000’.

- b. Appropriateness: if any existing neighborhood is located within 1000’ of a proposed CORE development, the CORE development shall utilize home types similar to the existing home types within those portions of the neighborhood or neighborhoods within a distance of 1000’.
5. The project is located a minimum of 2000’ from any previously approved CORE project.
6. In CORE developments in which the workforce housing is priced for households earning up to a maximum of 80% of the AMI, a minimum of one (1) Workforce Unit Equivalent (WUE) shall be provided for every market rate unit. In CORE developments in which all of the workforce housing is priced for households earning less than 60% of the AMI, a minimum of one (1) WUE shall be provided for every 1.5 market rate units. The 20% mandatory requirement shall not be applied to CORE developments in addition to these required minimum ratios.
7. No development shall occur on sensitive lands. Development shall be clustered in the least visually sensitive area of the property.
8. At least thirty percent (30%) of the parcel shall be preserved as meaningful open space as defined in Chapter 5 of the General Plan, except as otherwise stated in this Code. Additionally, a minimum of 20% of the developed portion of the parcel shall be utilized as active open space such as pocket parks and trails, which shall be maintained by the Development. Open space shall be clustered with adjacent open space to the greatest extent possible, and may be used as a buffer from adjacent uses if deemed appropriate.
9. If a parcel is partially rezoned to a CORE zone, the balance of the parcel outside the CORE zone may be counted toward the 30% open space requirement, provided one of the following requirements are met:
 1. The preservation of the open space will protect view corridors, and an open space preservation nonprofit such as Utah Open Lands or Summit Land Conservancy is willing to hold a conservation easement on the land, the finalization of said easement to be a condition of approval, or
 2. The preservation of the open space will preserve critical wildlife habitat, as verified by the Utah Division of Wildlife Resources. The open space shall also be placed under a conservation easement to ensure protection.
10. A transportation study shall be done, and if the additional density results in any reduction in the level of service of roads serving the project, such

reduction in service shall be mitigated by the project. If traffic impacts cannot be reasonably mitigated, that could be grounds for project denial.

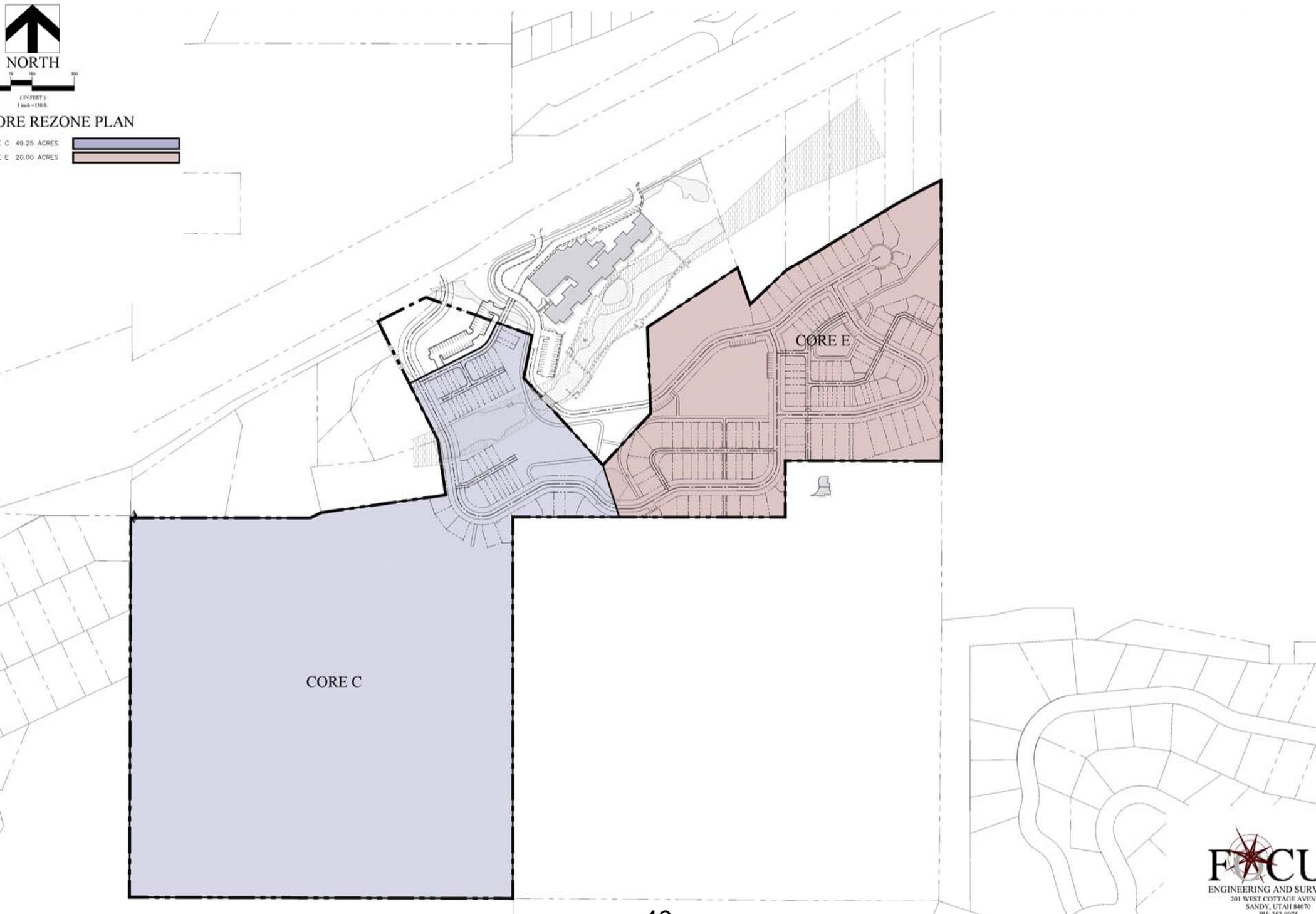
11. Interior and exterior connectivity shall be provided, including but not limited to sidewalks and trails, both within the development and connecting the development to adjacent developments, parks, schools, churches and neighborhood commercial areas.
 12. Residential parking shall be covered, and shall be provided at a rate of two (2) spaces per unit. If spaces are assigned to particular units, visitor parking will also be provided throughout the project at a rate of 0.25 spaces per unit. Designated visitor parking is not required to be covered.
 13. All building elevations shall comply with the Architectural standards outlined in Section 10-4-20, and shall be presented to the Snyderville Basin Planning Commission to be reviewed as part of the approval process.
 14. For projects exceeding nine (9) units per acre in a multi-family design, a minimum of 25% of the parking shall be provided underground or in structured parking.
 15. All other site planning requirements outlined in the SBDC will apply to the proposed project.
 16. All projects shall propose a solid waste management and recycling plan which shall be reviewed and approved by the County. Central areas for collection of garbage and recycling shall be integrated into the projects.
 17. It is recommended that projects use green building principles in an effort to reduce future energy demands and associated costs.
- F. Exceptions: for projects exceeding nine (9) units per acre, the following exceptions from the requirements of this Title may be made:
1. Where the applicant has demonstrated that reducing building footprints through the inclusion of an additional building level for either residential use or for structured parking purposes will significantly increase the preservation of meaningful open space that meets the requirements of section C.5 above, the building height for multi-family structures containing workforce units may be permitted to exceed the 32' limit, up to a maximum of forty five feet (45'). Buildings utilizing this additional height shall be designed so that no living space is located above forty feet (40'), and shall not be designed with flat roofs.

EXHIBIT F



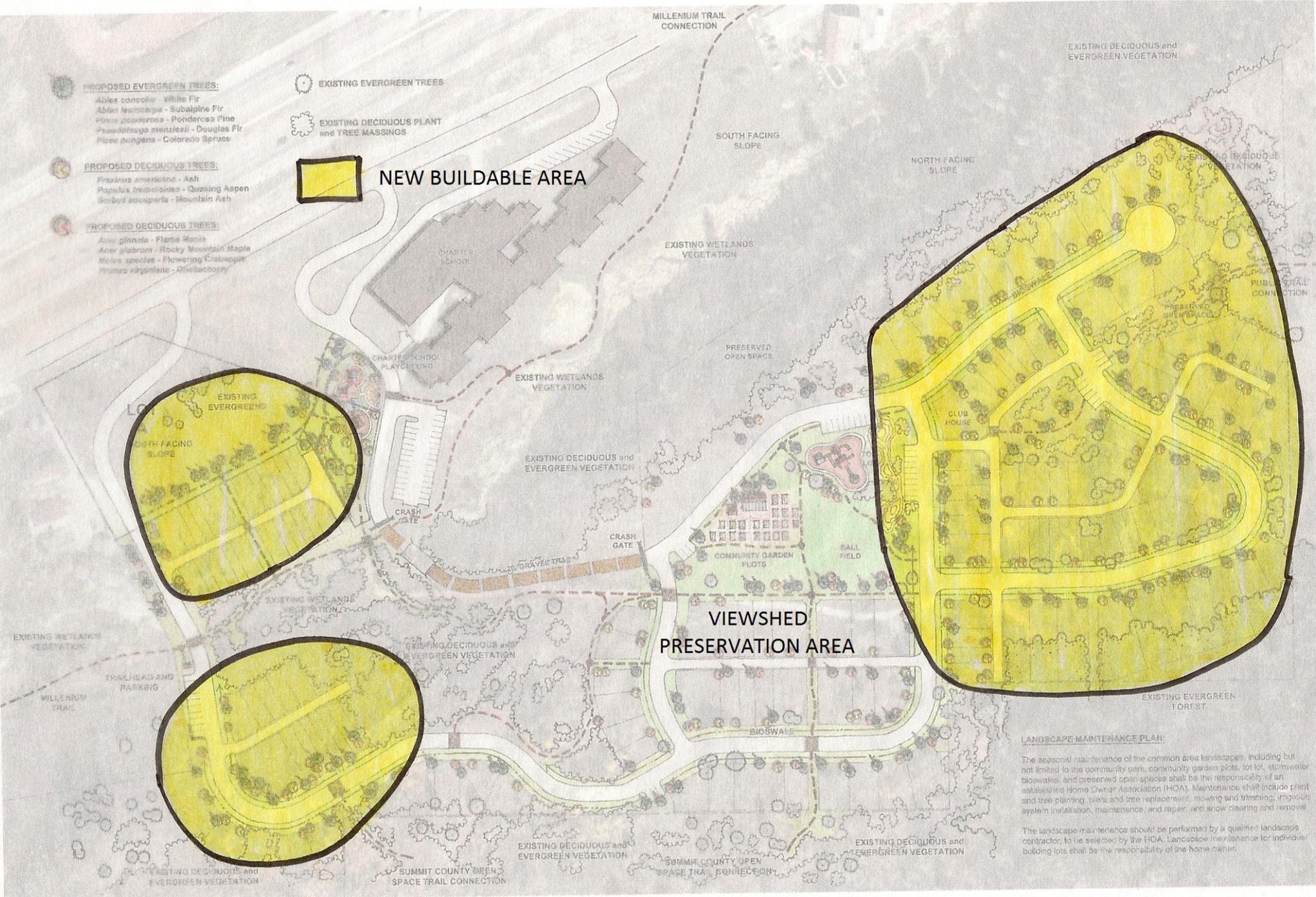
CORE REZONE PLAN

- C 49.25 ACRES
- E 20.00 ACRES



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EXHIBIT G



MINUTES

SUMMIT COUNTY
BOARD OF COUNTY COUNCIL
WEDNESDAY, OCTOBER 5, 2011
COUNCIL CHAMBERS
COALVILLE, UTAH

PRESENT:

Chris Robinson, Council Chair
David Ure, Council Vice Chair
Sally Elliott, Council Member
John Hanrahan, Council Member
Claudia McMullin, Council Member

Robert Jasper, Manager
Anita Lewis, Assistant Manager
Dave Thomas, Deputy Attorney
Kent Jones, Clerk
Annette Singleton, Office Manager
Karen McLaws, Secretary

CLOSED SESSION

Council Member Elliott made a motion to convene in closed session for the purpose of discussing property acquisition. The motion was seconded by Council Member Ure and passed unanimously, 5 to 0.

The Summit County Council met in closed session from 12:50 p.m. to 1:50 p.m. to discuss property acquisition. Those in attendance were:

Chris Robinson, Council Chair
David Ure, Council Vice Chair
Sally Elliott, Council Member
John Hanrahan, Council Member
Claudia McMullin, Council Member

Robert Jasper, Manager
Anita Lewis, Assistant Manager
Dave Thomas, Deputy Attorney

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

The Summit County Council met in closed session from 1:50 p.m. to 2:00 p.m. to discuss personnel. Those in attendance were:

Chris Robinson, Council Chair
David Ure, Council Vice Chair
Sally Elliott, Council Member
John Hanrahan, Council Member
Claudia McMullin, Council Member

Robert Jasper, Manager
Anita Lewis, Assistant Manager
Dave Thomas, Deputy Attorney

PUBLIC INPUT

Chair Robinson opened the public input.

There was no public comment.

Chair Robinson closed the public input.

**CONTINUED DISCUSSION AND POSSIBLE DECISION REGARDING DISCOVERY
CORE REZONE**

The applicant, Glen Lent, provided a PowerPoint presentation and explained that he has focused on the major concerns about the proposed development, which include viewshed, walkability, the affordable housing mix, transit, and snow storage. He recalled that two reasons the Planning Commission denied the rezone were that it did not comply with the goals and policies of the General Plan and that the application did not protect sensitive viewshed. He reviewed changes in the plan in order to protect the viewshed. He noted that the buildable area has been decreased, and there is now approximately 80% open space in the project, with that open space being in the critical viewshed. He explained that this type of project provides open space, protects the viewshed, and spreads affordable housing into other locations in the Snyderville Basin. He indicated the locations where homes have been eliminated due to the density decrease and noted that all homes will be either up in the bowl or down at the bottom, where they will be out of sight of the viewsheds. He compared the small size and magnitude of this project to surrounding developments. He provided a visual analysis showing where the open space and homes will be located and noted that the open space will be preserved through a conservation easement.

Mr. Lent addressed walkability and indicated the sidewalks internal to the development, connections to neighboring trails, the proposed Millennial Trail, and a trailhead for access to other trails. He commented that it is difficult to define walkability and noted that most development in the Snyderville Basin is not near Kimball Junction in order to allow people to walk to the store. He noted that the Development Code simply states that interior and exterior connectivity shall be provided, including sidewalk and trails both within the development and connecting the development to adjacent developments, parks, schools, churches, and neighborhood commercial areas. He noted that the development has trails that go to the school, connect to the Millennial Trail, and take people to Quarry Village, internal trails, trail access to the County-owned open space, and access to a trail to Timberline. Mr. Lent noted that the staff report says the project is internally walkable but unwalkable externally. He believed saying that this development is externally unwalkable would suggest that any location outside of Kimball Junction is unwalkable. He questioned where residents in the proposed Stone Ridge development or Silver Creek Village development could walk to. Council Member McMullin commented that, if they wanted CORE Rezone areas to be walkable, they should have called out walkable areas as the overlay zone rather than the entire Snyderville Basin.

Council Member Elliott asked how far it would be to the nearest bus stop. Mr. Lent replied that the nearest bus stop is at Quarry Mountain, which is one mile away.

Mr. Lent stated that he would provide a 1:1 ratio of market rate and affordable units, which provide 52.5 market rate units and 52.5 workforce housing units. He noted that discounts can be given if they provide larger units, and they have been forced into larger units because of the product type. Mr. Loomis explained that, with larger unit types at a 1:1 ratio, the target would fall into the 60% to 80% of AMI range, which is appropriate for this size unit.

Chair Robinson asked how many market rate units and how many affordable units would be proposed in the development. Mr. Lent replied that he did not anticipate they would have fewer than 42 workforce units, which would allow for about 63 market-rate units. Council Member Hanrahan commented that he thought if they had 52.5 market rate and 52.5 workforce units the number of market rate units would remain the same. Planner Gabryszak explained that as the number of workforce units goes down due to the larger size, that provides the ability to have more market units, but the developer would also have to provide more workforce WUEs for the additional market rate units. She explained that they have to adjust the numbers until they get to the approved number of units. Chair Robinson confirmed with Staff that altogether there will be no more than 105 homes in the development, but they will not know the ratio between workforce and market units until they come up with a design to arrive at those 105 units. Mr. Lent stated that he did not prepare another site plan, because he has already done so many of them, and he simply provided a bubble diagram to focus on the areas where the 105 units will fit.

With regard to transit, Mr. Lent stated that for 2 ½ years they have proceeded under the impression that transit would not be a problem, because this area was included in the County's five-year transit plan as stated in the Code. That was recently changed, and he believed it would be unfair to hold the developer responsible for that. If this is where they want affordable housing, transit should go to that location. If the County decides not to provide transit to the area, he would provide private transit.

Mr. Lent noted that nothing in the Code addresses snow storage except that, if there is an acre of parking lot, 10% of that area must be provided around the parking lot for snow storage, and 10% to 20% is a common percentage for snow storage. He noted that the main road for this project would be public, which would have a 60-foot right-of-way, and there should be no snow storage problem there. There were concerns about the alleyways, and he was able to show that the alleys could provide well beyond 10% to 20% snow storage. He indicated areas where snow could be stored on the site and explained that, if they do not have sufficient snow storage, they could move snow somewhere else. He reported that he met with Red Barn, which has 30 years of snow storage removal in Summit County, and it is their opinion that snow storage would be sufficient on site and that mid-season haul off services could be utilized if necessary.

Mr. Lent recalled that there has been talk about this not being the right location, being too steep, and on north-facing slopes. He noted that Gorgoza, which is adjacent to this property, has to make snow most of the time in order for their operation to work. He indicated that the majority of the site is not north facing, and this parcel is surrounded by development, so he did not understand what makes it any different from Pinebrook, Summit Park, The Colony, or Sun Peak, all of which have similar locations, topography, and elevations. He commented that snow storage is often equated with elevation, yet looking at The Colony, Pinebrook, and Parley's Park, they are higher than this property. He recalled that this was one of the overlay zones considered by the County, and if it is not an appropriate location, he was not sure where an appropriate location would be. He stated that he chose this location because it was one of the locations

considered by the County for CORE Rezones, and he believed it would be safe knowing what was originally intended. Ironically, most other locations considered by the County at that time are gone.

Mr. Lent stated that three years ago the County said they wanted affordable housing, and he took them at their word. His understanding was that the Code asks developers to provide affordable housing, and that is what he did. He was encouraged to move forward throughout the process, and he has addressed every possible solution. He has spent his life's savings on this project with the understanding that the County was sincere about wanting affordable housing, and none has been produced to date. He believed he deserves a positive recommendation.

Planner Gabryszak noted that a memo in the packet summarizes the history, main concerns, and options for approving, denying, or continuing this item. She stated that the findings for denial were based on the Council's discussion at the last meeting and on a motion that was partially made. The applicant has addressed those issues, and Staff could answer any questions the Council might have about the project.

Council Member Hanrahan asked if they should be concerned about the ability of people to be able to purchase affordable housing in the 60% to 80% of AMI range. Mr. Loomis explained that he has been saying all along that they do not want to specify at this point whether the units will be rental or for sale units, because the developer needs to be able to make that determination based on the market at the time he builds.

Council Member Elliott asked who would act as the administrating agency for the rental units. Mr. Loomis replied that, overall, Mountainlands would be responsible for monitoring the program. Planner Gabryszak explained that there are several ways rental units could be managed, but Mountainlands would have the responsibility for monitoring them.

Council Member McMullin commented that she was sorry the CORE Rezone turned out to be so difficult to apply. At 105 units, she liked what has been done with the visual impacts. She reviewed the proposal's compliance with the Code Criteria and General Plan compliance and stated that she finds it to be in compliance with the General Plan, that it voluntarily provided workforce housing, and is clustered in the least visually and environmentally sensitive area to maximize open space. She noted that walkability is encouraged but not required, and if the County wanted external walkability, they should not have the entire Snyderville Basin as an overlay zone, because many areas of the Snyderville Basin are not considered to be walkable. With regard to transit, she agreed that it was unfair for the applicant to go through the approval process depending on the County's five-year plan and then have the County Council change that plan recently. Council Member Hanrahan agreed and commented that, if this development is built, the County is more likely to bring transit to this location. Council Member McMullin stated that she has no problem with linkage to the trail and open space network and agreed that public spaces have been complied with as well as the mix of housing types in the same neighborhood and visual compatibility with adjacent development. It was her opinion that the proposed development preserves the natural setting to the greatest extent possible. With regard to the required elements, she noted that she has already addressed distance to transit and would waive that requirement in this instance because of the County Council's action two months ago. Other requirements that have been met are access to sewer and water, compatibility with the neighborhood, appropriateness with neighborhoods within 1,000 feet, distance from another

CORE, and housing ratio. She stated that she still needs verification regarding the requirement that there be no development on sensitive lands. Planner Gabryszak explained that the proposed development will not occur anywhere on sensitive lands. The only impacts would have to do with spanning the floodplain and road cuts on slopes over 30% for a short distance. Council Member McMullin continued that the transportation study requirements have been met, as well as interior and exterior pedestrian/biking activity. Planner Gabryszak explained that the items to be verified, such as the plat, site plan, landscaping, etc., all have to be reviewed in process. A specific plan will be submitted to the County and sent to service providers for review and modified as necessary to be certain that the developer complies with Chapter 4 of the Development Code, and then reviewed and approved by the County Manager. Council Member McMullin noted that all other requirements have been met or are in process as outlined in the staff report. She stated that, based on the developer having met those requirements, she would vote to approve the CORE Rezone for 105 units.

Council Member Ure recalled that he has made comments about this proposal in previous meetings, and he goes back to his concern that this application is not compatible with the mountain environment. He acknowledged that the applicant has done everything else that was required, and if it were located somewhere else, he would vote for it. However, he believed 15 years from now they would see infrastructure problems and problems with the homes. Council Member McMullin responded that, if the County does not want to allow building on north-facing slopes, they should not have overlaid the entire Snyderville Basin with north-facing slopes and allowed construction on north-facing slopes, and there is no basis for that, as this is one of the parcels the County originally called out as being appropriate for affordable housing. Council Member Ure clarified that he is not concerned about any of the issues regarding the CORE Rezone, but it is his philosophy that it does not belong in this mountain environment.

Chair Robinson stated that he agrees with Council Member McMullin and that 105 units can work for this CORE Rezone. He believed the area that would get the most sunlight is now considered to be “viewshed,” and the applicant is being forced to put the units in an area that would displace a lot of heavy timber. He suggested that the motion allow the CORE to be approved with 105 units but with latitude for Planning Staff to determine the best place to put the units to preserve the trees. He was not certain that the balance between viewshed and sensitive lands had been met. Mr. Lent explained that they will do a tree survey and commit to avoid and protect trees over a certain size and of certain species. Chair Robinson asked about the process after the rezone is approved. Planner Gabryszak replied that Staff would look at the criteria in Chapter 4 regarding sensitive lands, but that does not address existing vegetation. If that is a concern, Staff needs direction from the Council regarding that. Staff would apply the wetlands setbacks, stream protection setbacks, protection of the floodplain, etc., and the analysis would be presented to the County Manager when it is found that the development complies with those criteria. Chair Robinson commented that those criteria and the current site plan might alleviate some of Council Member Ure’s concerns. He would be more in favor of approving the rezone with the condition that mature vegetation be taken into account. Council Member McMullin confirmed with Chair Robinson that he believes preserving the mature vegetation would be more important than viewshed preservation. Chair Robinson explained that he believed it would improve the livability of the site to stay out of the mature vegetation rather than pushing against the site. Planner Gabryszak explained that a condition to address that would be difficult to apply because it is too subjective, and also because the public expressed significant concerns about impacts to sensitive lands, streams, and visual impacts since this is the entry corridor to the

Snyderville Basin. She stated that from a land use and site utilization perspective, this is not the best plan because it is not efficient, there are isolated bubbles, a lot of excess road, and a lot of excess infrastructure. However, the community had significant concerns about the visibility of the project, and a lot of other factors have to be weighed. She stated that the current design probably best addresses the concerns of the public and the Planning Commission.

Council Member Elliott commented that she never thought she would come to this point with this project and commended the developer for reducing density. She stated that it is important to her that the County have affordable housing, and this development is far enough from the school that she did not believe it would have a significant impact on the school. It is out of the viewshed and accomplishes the purpose they had when they approved the CORE Rezone process. She commented that this project has helped the Council refine their thoughts about what and where affordable housing is appropriate, and she believed it would provide a significant amenity for people who can take advantage of the affordability in the project.

Council Member Hanrahan stated that he believed the impacts the public and he had problems with have been mitigated by the decrease in density. He stated that the Council wants affordable housing, and the only way to get it is to increase density, which is the trade-off. He believed this compromise that has been reached over three years is a good one, and overall, he supports this proposal.

Mr. Jasper stated that he would work with Staff as they proceed with the process and help ease it through.

Council Member McMullin made a motion to approve the Discovery CORE Rezone with the following findings and conditions set forth in the staff report dated September 29, 2011, as amended:

Findings:

1. **The CORE Rezone complies with the goals and policies of the Snyderville Basin General Plan as articulated by the Summit County Council.**
2. **The CORE Rezone complies with the requirements of Section 10-5-16 of the Snyderville Basin Development Code as articulated by the Summit County Council.**

Conditions:

1. **The density for the project shall be a total of 105 units.**
2. **The CORE Rezone ordinance shall not be recorded and effective unless and until the associated major development is granted approval.**
3. **Once recorded and effective, the CORE Rezone shall be valid for a period of one (1) year. If development of the major project has not begun in that time, the zoning shall revert to Hillside Stewardship.**
4. **The County Manager shall include the following conditions of approval for the major development:**
 1. **The plan shall be revised to reflect SCC and applicant representations given in the approval meeting, such as but not limited to bridge revisions, unit reduction, housing types, and so forth, as contained in the meeting minutes.**
 2. **The associated CORE Rezone ordinance shall be approved, recorded, and published prior to approval and recordation of the major development.**

3. The applicant shall enter into a Housing Agreement, as outlined in Section 10-5-3 of the Snyderville Basin Development Code.
4. All service provider requirements, including but not limited to the U.S. Army Corps of Engineers, Utah Division of Wildlife, utilities, and County departments, shall be met prior to project final approval.
5. The applicant shall provide a tree survey in an effort to try to preserve intact as many mature trees as possible.

The motion was seconded by Council Member Elliott.

Planner Gabryszak confirmed with the Council Members that it is their intent that the development should occur in the general locations identified in the development bubbles shown on the revised site plan.

The motion passed by a vote of 4 to 1, with Council Members Elliott, Hanrahan, McMullin, and Robinson voting in favor of the motion and Council Member Ure voting against the motion.

CONTINUATION OF CONSIDERATION AND POSSIBLE APPROVAL OF THE ADA OVERLAY ZONE BY ADOPTION OF AN ORDINANCE

Council Member Elliott made a motion to continue consideration of the ADA Overlay Zone to a future date. The motion was seconded by Council Member Hanrahan and passed unanimously, 5 to 0.

The County Council meeting adjourned at 7:10 p.m.

Council Chair, Chris Robinson

County Clerk, Kent Jones

STAFF REPORT

To: Summit County Council
Report Date: November 4, 2013
Meeting Date: November 13, 2013
Author: Derrick Radke, PE - Summit County Engineer

EXECUTIVE SUMMARY: The applicant, DR Horton, Inc. has submitted a request to the Summit County Council for seven (7) special exceptions to the application of the Snyderville Basin Development Code requirement of Section 10-3-7 of the Summit County Code to the Discovery Cover residential project. This is a pre-construction request for the property located on the west side of Gorgoza Park, approximately 4299 Kilby Road Park.

A. Project Description

- **Applicant(s):** Glen K. Lent
- **Property Owner(s):** Milton & Diane Weilenmann; Scott Anderson; Aldon Anderson Family LLC; Mike Milner
- **Location:** Approximately 4299 Kilby Road Park
- **Parcel Number and Size:** PP-39: 45.41 acres
PP-38-C: 20.98 acres
PP-38-C-3: 1.0 acre

B. Community Review

This item has been scheduled as a public hearing. Public notice was sent to all property owners within 1,000 feet of the subject property, as well as published in the Park Record. At the time of this report, Staff has not received any public comment.

C. Background

The Discovery Project is a mixed affordable housing / market housing development that consists of 105 units on approximately XXX-acres of land. The project originated in 2009 when the Snyderville Basin Development Code, Section 10-5-16 was still in effect. This section pertained to the Community Oriented Residential Enhancement (CORE) zones. The provisions listed in this section allowed for the County to consider additional density and uses, above existing base density, as an incentive for the voluntary provision of workforce housing that exceeds the mandatory requirement.

The Summit County Council (SCC) approved a density of 105 units for the Discovery Project on October 5, 2011. The approval for the rezone was conditioned on the approval of the Final Plat. In March 2013, the applicant was approved for 105 units as long as the plat met all Code standards and conditions

of approval.

Engineering has reviewed the Discovery Project Phase 1 and Phase 2 engineering drawings and have provided comments to the Community Development Department and the applicant. Engineering comments included lack of compliance to the Snyderville Basin Development Code, specifically Chapter 10-4-10. In summary, this chapter establishes road designs for all County roadways. The applicant told Engineering that they intended to convey the roads to the County for ownership and maintenance.

According to the Development Code, Summit County will not accept any road that does not meet the specific design requirements listed in Chapter 10-4-10. Specifically:

1. Section B(1) states: "The grade within one hundred feet (100') of any intersection shall not exceed 3%."
 - a. Grades of the roads at intersections vary from 1.48% to 8.0% throughout the project.
2. Section C(1) states that "Roads having grades in excess of eight percent (8%) shall be privately owned and maintained."
 - a. Grades of the roads throughout the Discovery project range from 0.5% to 10%.
3. Section D, Tables 2 and 3 provide direction pertaining to the right of way width. Table 2 provides a minimum width for a residential right-of-way in an area with lot sizes of less than five (5) acres as 50 feet. The minimum pavement width shall be 24 feet. Table 3 provides a minimum width for a right-of-way as 44 feet using "Town and Resort Center Roads". Minimum pavement width shall be 24 feet.
 - a. Right-of-way widths on the minor roads are shown as 44 feet. The major road through the project (Discovery Parkway) is shown with a right-of way of 60 feet.
 - b. Pavement widths of the minor roads with a right of way of 44 feet are shown as 20 feet. The pavement width of Discovery Parkway with a right of 60 feet is shown as 24 feet.
4. Section E(2) states that "A driveway may provide access to one or more dwelling units, but not more than five (5) dwellings."
 - a. Molly Mountain Court is shown as a private driveway and accesses seven (7) lots.
5. The applicant also provided the Engineering Department with plans that did not meet Ordinance 181-D, Appendix B, Section 3(1) requires that access driveways shall be located a minimum distance of 50 feet from all intersections.

- a. The plans show several cases where the 50-foot minimum distance from an intersection to a driveway is not met. The minimum distance ranges from ten (10) feet to 25 feet.

D. Code Criteria and Compliance

Before an application for a special exception can be approved, it must conform to the following criteria:

1. The special exception is not detrimental to the public health, safety, and welfare.

The special exceptions are not detrimental to public health, safety, and welfare. The special exceptions requested are reasonable for a cluster development in a viewshed. This project has grading challenges that can be met by roadways of 10%. Public safety vehicles will still be able to access the homes. Reduced distance of driveways from intersection will also not be a detriment to the health and safety of the residents as the speed limit will be 15 miles per hour (mph) throughout the development.

2. The intent of the Development Code and General Plan will be met.

This project was approved under the CORE code which is consistent with the Development Code. The special exceptions requested still meet the intent of the CORE code by eliminating sprawl and maximizing open space.

3. The applicant does not reasonably qualify for any other equitable processes provided through the provisions of the Code (i.e. does not qualify for a variance).

This development application does not fall under any other equitable process.

4. There are equitable claims or unique circumstances warranting the special exception.

The intent of the CORE code is to allow reasonable use of the property while overcoming terrain that is steep and challenging. The intent of the CORE code is to limit sprawl and improve open space. This project, with the special exceptions, granted meets the intent of the code.

E. Recommendation(s)/Alternatives

Staff recommends that the County Council conduct a public hearing on the proposed special exception. Taking into account any public comment, as well as Staff's analysis, Staff further recommends that the County Council approve the

special exceptions, and allow the project to be built as designed based on the following findings:

1. The special exceptions are not detrimental to the health and safety of the residents;
2. The applicant has shown intent to meet the requirements of the Code; and
3. The intent of the Code is being met.

Attachment(s)

Exhibit A – Applicants application and supporting data.

Exhibit B – Vicinity Map (aerial)

Exhibit C – Site Plan

SUPPEMENT TO SPECIAL EXCEPTION APPLICATION

Discovery Cove Subdivision

DR Horton Inc, applicant

October 8, 2013

The following narrative is in support of an application for Exceptions under Section 10-3-7 of the Snyderville Basin Development Code to the Discovery Cove residential project, adjacent on the west side of Gorgoza Park, approximately 4299 Kilby Rd Park. A copy of the Application and Exhibits depicting the requested exceptions are attached hereto.

It needs to be restated that the original application for the Discovery development is being processed under the now defunct CORE development code (Community Oriented Residential Enhancement) that provides for work force housing, and that consideration of these Exceptions should be viewed in relation to the intent of the CORE code as well as the underlying Hillside Stewardship zone. The intent of the CORE code was to promote workforce housing, avoid suburban sprawl through clustering, provide meaningful open space, and preserve important view sheds among others. The total project area is in excess of 70 acres, of which less than 15 acres is being utilized for the development. The remaining acreage being preserved as open space. Previously, the Council set the density at 105 units total with strong guidance to preserve the view shed facing eastbound I-80 and the 40 acre north slope parcel contiguous with existing County open space.

To accomplish these conditions the project is clustering the units and requests the following Exceptions to the Development Code to further compact the project to minimize the developed portion of the property;

- 1) increase road grades up to 10% on certain sections of roadway,
- 2) reduced right of way on certain streets for dedication,
- 3) reduced pavement width on certain streets for dedication,
- 4) reduced building setbacks,
- 5) reduced distance of driveways from intersections, and
- 6) increase the number of lots on a single driveway to 7.
- 7) increase minimum grades at certain intersections.

All six (6) Exceptions work together to compact the development (reduce sprawl), provide meaningful open space, and reduce visible cut & fills for roadways.

We believe the Exceptions requested herein are justified and meet The Criteria for Approval under Section 10-3-7 of the current development Code, and particularly in regard to the intent of the previous CORE code. The purpose and justification for each Exception is essentially the same which we offer here rather than repeating it with the discussion of each Exception.

10-3-7.B.1. The Exceptions will not be detrimental to the public health, safety, and welfare. The only issue here could be safety as it might conceivably apply to setbacks, road grades and separation of driveways from intersections. We believe neither reduced setbacks, road grades up to 10% or reduced distance between driveways will compromise or reduce safety because of the low design speeds of the roads. And certainly, nothing we are proposing approaches the existing conditions in Summit Park. Not that Summit Park should be a standard, but that Discovery has certain similarities of terrain with which we are working with.

10-3-7.B.2. The intent of the Development Code and General Plan will be met. Staff has already pointed out in earlier staff reports that the Code is consistent with the General Plan, therefore provided the Exceptions are consistent with CORE development code, they are consistent with the General Plan. We

believe the proposed Exceptions are consistent with and meet the intent of the CORE code in order to compact the development to avert sprawl and provide meaningful open space, among other stated objectives.

10-3-7.B.3. The applicant does not reasonable qualify for another equitable process....The process through the Board of Adjustment, which is the only other known process, is not applicable to this development application. Consequently, the Council's authority to approve Exceptions pursuant to Section 10-3-7 is the only process known.

10-3-7.B.4. There are equitable claims or unique circumstances warranting the special exception. The equitable claims arise out of the requirement and need to meet the intent of the CORE code. The unique circumstances (though not so unique to Summit County) are to allow reasonable use of the property with challenging terrain in an already developed area of the County adjacent to a commercial use, while simultaneously achieving the intent of the CORE code (no easy task). Strict enforcement of the provisions of the Code would be unduly burdensome and actually impede compliance with the intent of the CORE code, or unreasonably restrict the use of the property.

Specific Exceptions Requested

1. **Increased Road Grades.** To help reduce visible cut and fills for roads and better follow the terrain, we are proposing that certain sections of roadway are allowed to grades up to 10%. The current Code, Section 10-4-10.C.1. restricts road grades to no more than 8% (except in rural areas). **Exhibits 2-A through 2-D** depicts those sections of roadway that would exceed 8%, but in no case exceed 10%. It should be noted that in rural areas, grades of 10% and short sections of up to 12% are allowed (Section 10-4-10.C).

2. **Reduced Right of Way** for Public Dedication. To help compact the project, we are proposing a 44 foot wide right of way on certain streets, Cole Creek Loop, Brinley Bluff Way, Hudson Hills Dr, and Molly Mountain Dr, that we refer to as the minor roads (the "Minor Roads"). The current Code, Section 10-4-10.D. Table 1, requires a minimum 60 foot right of way width for dedication. **Exhibit 3** depicts the proposed cross section right of way of 44 feet for the Minor Roads. The Minor Road's provide access to the attached townhomes and a few single family lots in Phase 1, and are accessed from the primary road, Discovery Parkway. The key requirement here is dedication; though not applicable, we are proposing a familiar design standard, the requested exception does comply with Section 10-4-10.D. Table 3, Road Design Standards for Town Centers.

3. **Reduced Pavement Width** for Public Dedication. The current Code, Section 10-4-10.D. Tables 1 and 2, requires a minimum 24 foot wide road surface for dedication. We are proposing a 20 foot wide road surface (pavement) on the Minor Roads, again to compact the project, reduce visual impact of cut and fills for roads, and maximize meaningful open space. **Exhibit 3** depicts the proposed cross section showing 20 foot paved surface in a 44 foot right of way for the Minor Roads. Along with curb or gravel shoulder on each side, the effective drivable width will be 22 feet, only 2 feet less than standard. Again, the key requirement here is dedication, because the Code does allow 20 wide road surfaces in Tables 1, 2 & 3 for private streets.

4. **Reduced Building Setbacks.** We are proposing reduced setbacks to promote clustering and compactness. The current Code, Section 10-2-5.D.7. requires 30 foot front yard setbacks, and 12 foot side and rear yard setbacks. Though not applicable, it's worth noting the current Code does allow 15 foot front setbacks from the edge of road in Summit Park under certain circumstances. In no case would the proposed front yard building setbacks in Discovery be less than 18 feet from the edge of road. There are three different conditions for building setbacks in the Discovery project.

First, **Exhibits 1-A and 1-B** indicate the proposed setbacks for attached townhomes fronting the 44 foot wide right of ways of the Minor Roads. The proposed setbacks are 8 foot front yard, 0 foot side yard, 2 foot corner side yards, and 5 foot rear yards. Together with the snow storage and PUE behind the curb, the minimum front setback from back of curb (or 2 foot shoulder) will be no less than 18 feet.

Second, **Exhibit 1-C** indicates the proposed setbacks for single family detached homes fronting a 60 foot wide right of way (Discovery Parkway). The proposed setbacks are 5 foot front and side yards, and 10 foot rear yards. Together with the snow storage and PUE behind the curb, the minimum front setback from back of curb will be no less than 21 feet.

Third, **Exhibits 1-D and 1-E** indicate the proposed setbacks for single family detached homes fronting the 44 foot wide right of ways of the Minor Roads. The proposed setbacks are 8 foot front yard, 5 foot side and corner side yards, and 10 foot rear yards. Together with the snow storage and PUE behind the curb, the minimum front setback from back of curb (or 2 foot shoulder) will be no less than 18 feet.

5. Reduced Distance Between Driveways and Street Intersections. Again, to achieve the stated goals of clustering to promote compactness which reduces sprawl and maximizes open space, the project utilizes narrow lots and as such achieving the required distance from an intersection to a driveway is impractical. Ordinance 181-D requires a minimum distance of 50 feet from the edge of the driveway to the edge of the intersecting road. Because of the compactness of the developed portion of the project, we are requesting a minimum distance of ten (10) feet. We have included **Exhibits 4A through 4C**, to depict the most extreme cases. **All other driveways will be no less than 25 feet from the edge of an intersection.** We do not believe this will compromise safety because the traffic speeds will be unusually low due to the constraints of terrain.

6. Increase The Number of Lots on a Single Private Driveway. Code Section 10-4-10.E.2. allows up to 5 lots to be accessed from a single driveway. We are requesting an exception to allow up to **7** lots on Molly Mountain Court, a private driveway; refer to **Exhibit 5**. The reason we are making this request is that Molly Mountain Court. will not qualify as a public or private street even if the width exceptions are approved. Section 10-4-10.F. "Cul-de-Sacs", requires a cul-de-sac or approved turn-around on any dead end street regardless of length to allow County vehicles, especially snow plows, to maneuver without backing up. The terrain at the end of Molly Mountain Dr. makes it almost impossible to provide an adequate turn-around without massive earthwork that would create a very visible fill slope from Gorgoza Park. As designed, there are 6 lots that front only Molly Mtn Crt., which would be an exception for only one more lot. However, there are two corner lots at the intersection of Molly Mtn Crt. one of which, Lot 40, we believe would be safer to access onto Molly Mtn Crt., a dead end driveway, rather than back out onto Discovery Parkway, a through street. Unfortunately, Lot 47, the other corner lot, does not have sufficient frontage on Molly Mtn. Crt. to do the same.

7. Increased Grades at Intersections. Code Section 10-4-10.B.1. requires road grades within 100 feet of an intersection to not exceed 3%. In order to reduce cut and fills for the roads and thereby reduce alteration of the existing terrain, there are six (6) intersections that exceed 3%, however, in all cases each still meets the minimum AASHTO standards (American Association of State Highway and Transportation Officials).

Exhibit 6A; Intersection of Discovery Parkway & Kilby Rd. As indicated on Exhibit 6A, the first 33 feet from the intersection is in compliance with the County code, however, from 33 feet to 100 feet the grade gradually increases from 3% to 8.5%.

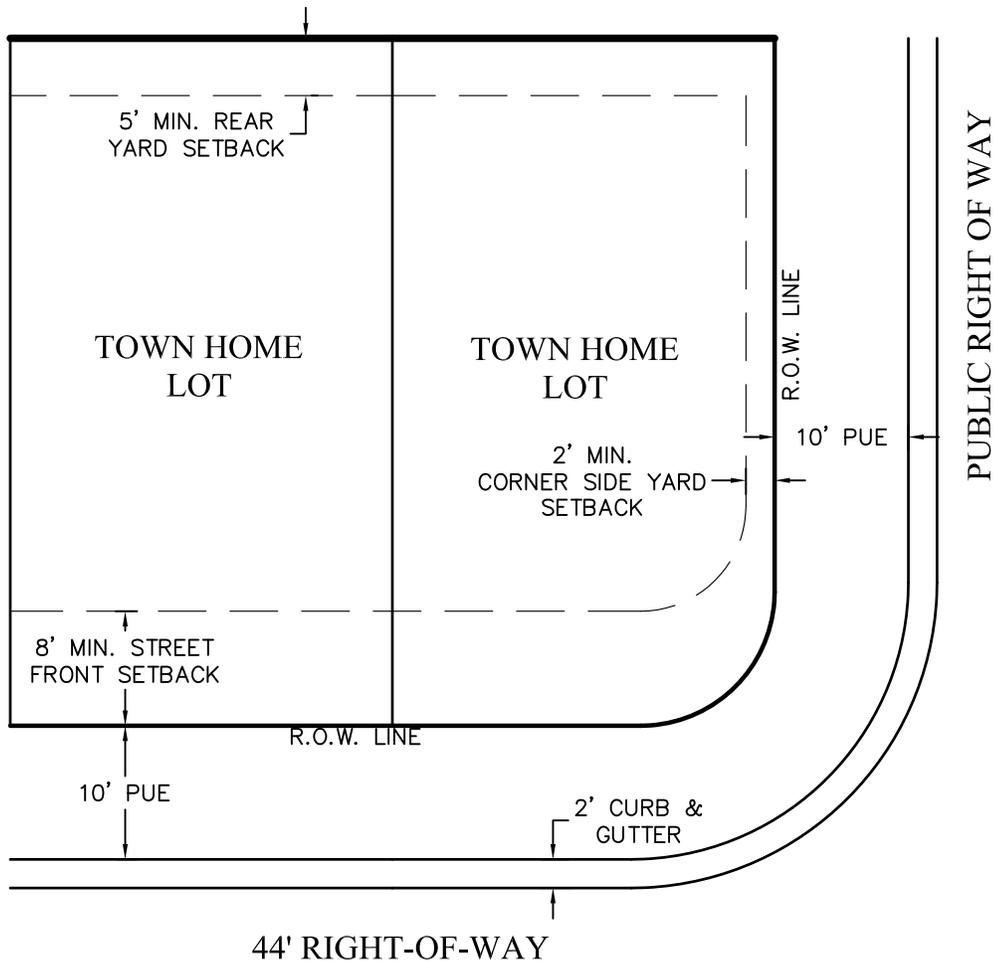
Exhibit 6B; Intersection of Discovery Parkway & Cole Creek Loop (south intersection). As indicated on Exhibit 6B, the first 37 feet from the intersection slightly exceeds the County code at 3.7%, then increases to 8%.

Exhibit 6C; Intersection of Discovery Parkway & Brinley Bluff Way (south intersection). As indicated on Exhibit 6C, the grade for the entire 100 feet is at 8%.

Exhibit 6D; Intersection of Discovery Parkway & Hudson Hills. As indicated on Exhibit 6D, the grade begins at 6% and increases to 8%.

Exhibit 6E; Intersection of Discovery Parkway & Brinley Bluff Way (northeast intersection). As indicated on Exhibit 6E, the grade for the entire 100 feet is at 7.62%.

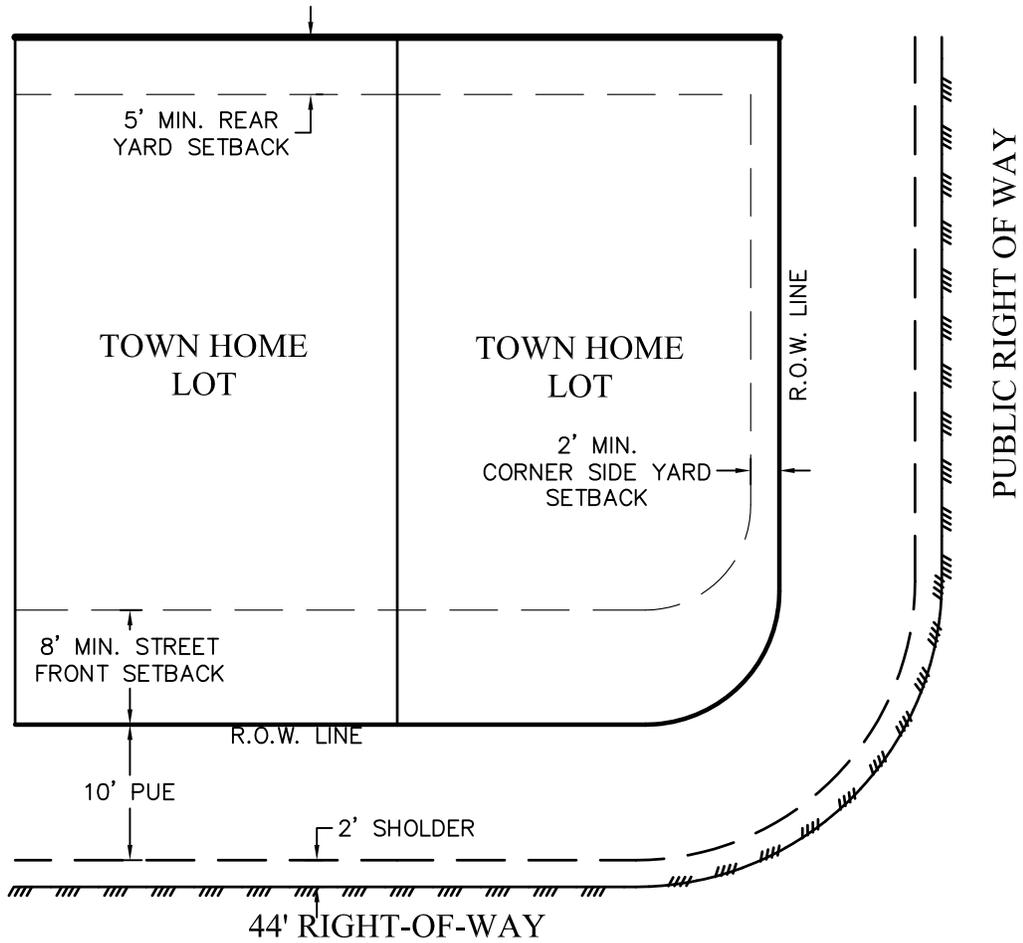
Exhibit 6F; Intersection of Discovery Parkway & Emergency Access Rd. As indicated on Exhibit 6F, the grade at the intersection begins at 4.75%, then increases to 6%.



TYPICAL TOWNHOME SETBACKS
44' RIGHT-OF-WAY (CURB AND GUTTER)

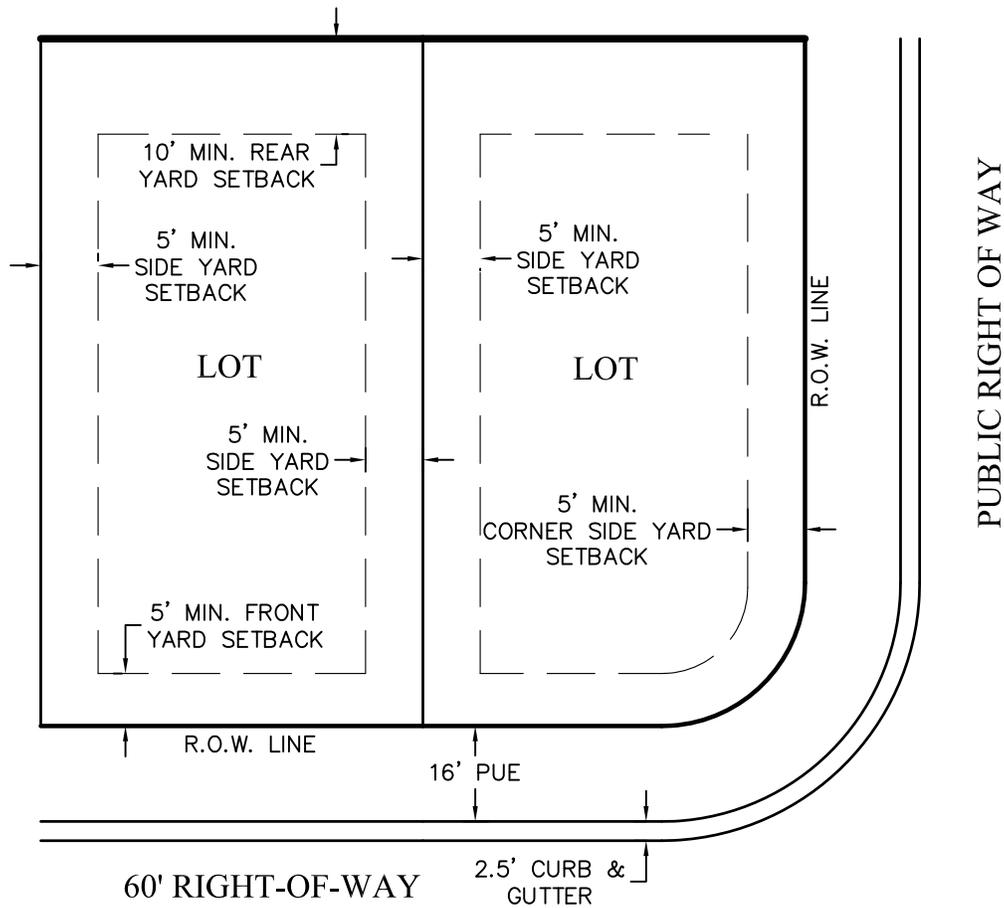
N.T.S.

NOTE: PUBLIC UTILITY EASEMENTS WILL ALSO ACT AS A DRAINAGE AND SNOW STORAGE EASEMENT



TYPICAL TOWNHOME SETBACKS
44' RIGHT-OF-WAY (ASPHALT EDGE)
 N.T.S.

NOTE: PUBLIC UTILITY EASEMENTS WILL ALSO ACT AS A DRAINAGE AND SNOW STORAGE EASEMENT

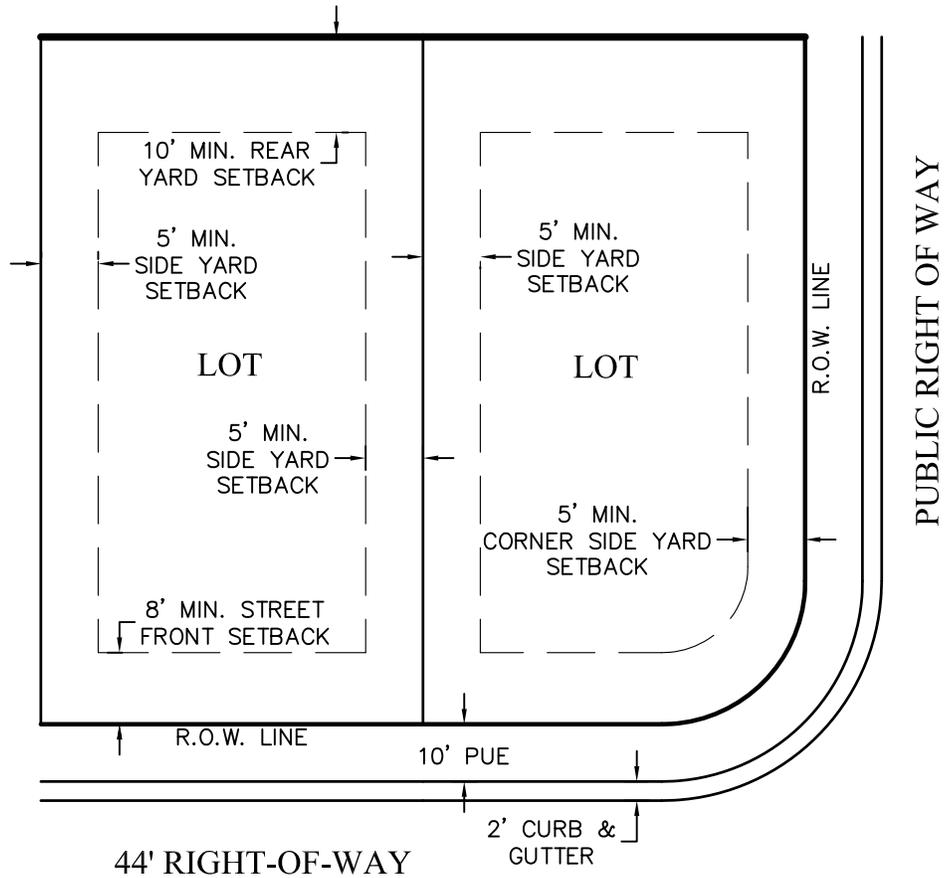


TYPICAL SINGLE FAMILY HOME SETBACKS

60' RIGHT OF WAY

N.T.S.

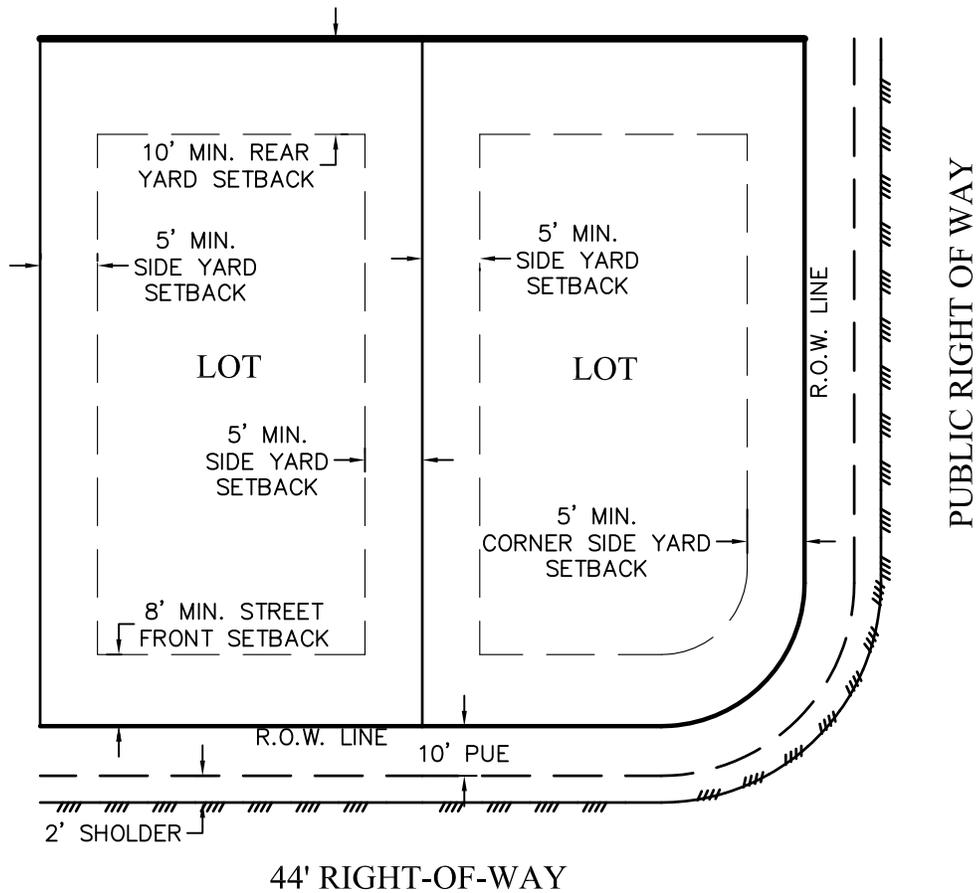
NOTE: PUBLIC UTILITY EASEMENTS WILL ALSO ACT AS A DRAINAGE AND SNOW STORAGE EASEMENT



TYPICAL SINGLE FAMILY HOME SETBACKS
44' RIGHT OF WAY (CURB & GUTTER)

N.T.S.

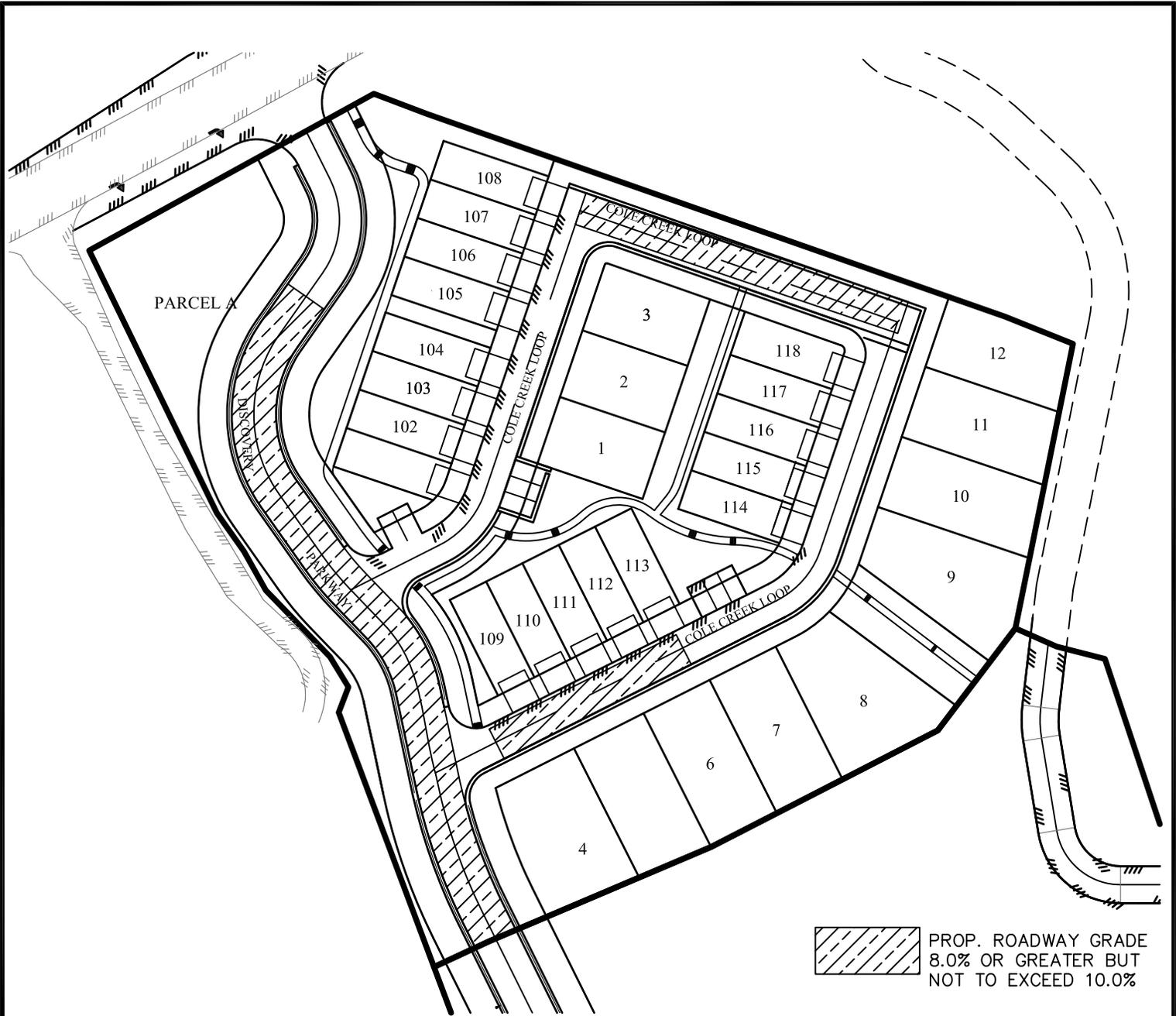
NOTE: PUBLIC UTILITY EASEMENTS WILL ALSO ACT AS A DRAINAGE AND SNOW STORAGE EASEMENT



TYPICAL SINGLE FAMILY HOME SETBACKS
44' RIGHT OF WAY (ASPHALT EDGE)

N.T.S.

NOTE: PUBLIC UTILITY EASEMENTS WILL ALSO ACT AS A DRAINAGE AND SNOW STORAGE EASEMENT




 PROP. ROADWAY GRADE
 8.0% OR GREATER BUT
 NOT TO EXCEED 10.0%

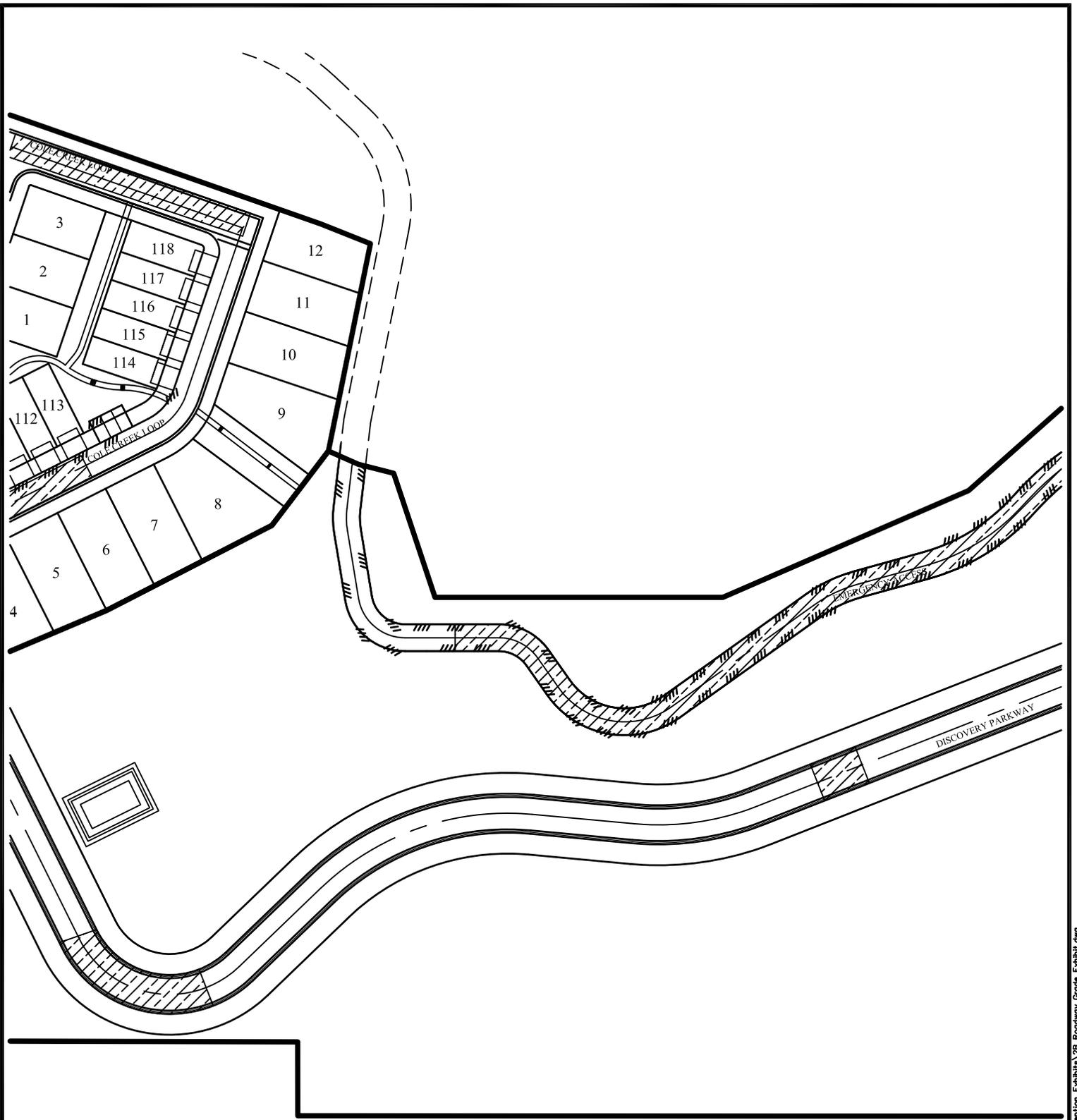


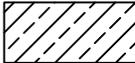
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 ENGINEERING AND SURVEYING, LLC
 502 WEST 8360 SOUTH
 SANDY, UTAH 84070 PH: (801) 352-0075
 www.focusutah.com

ROAD GRADE EXHIBIT

DISCOVERY PHASE 1

Date Created:	9/20/2013
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 PROP. ROADWAY GRADE
 8.0% OR GREATER BUT
 NOT TO EXCEED 10.0%



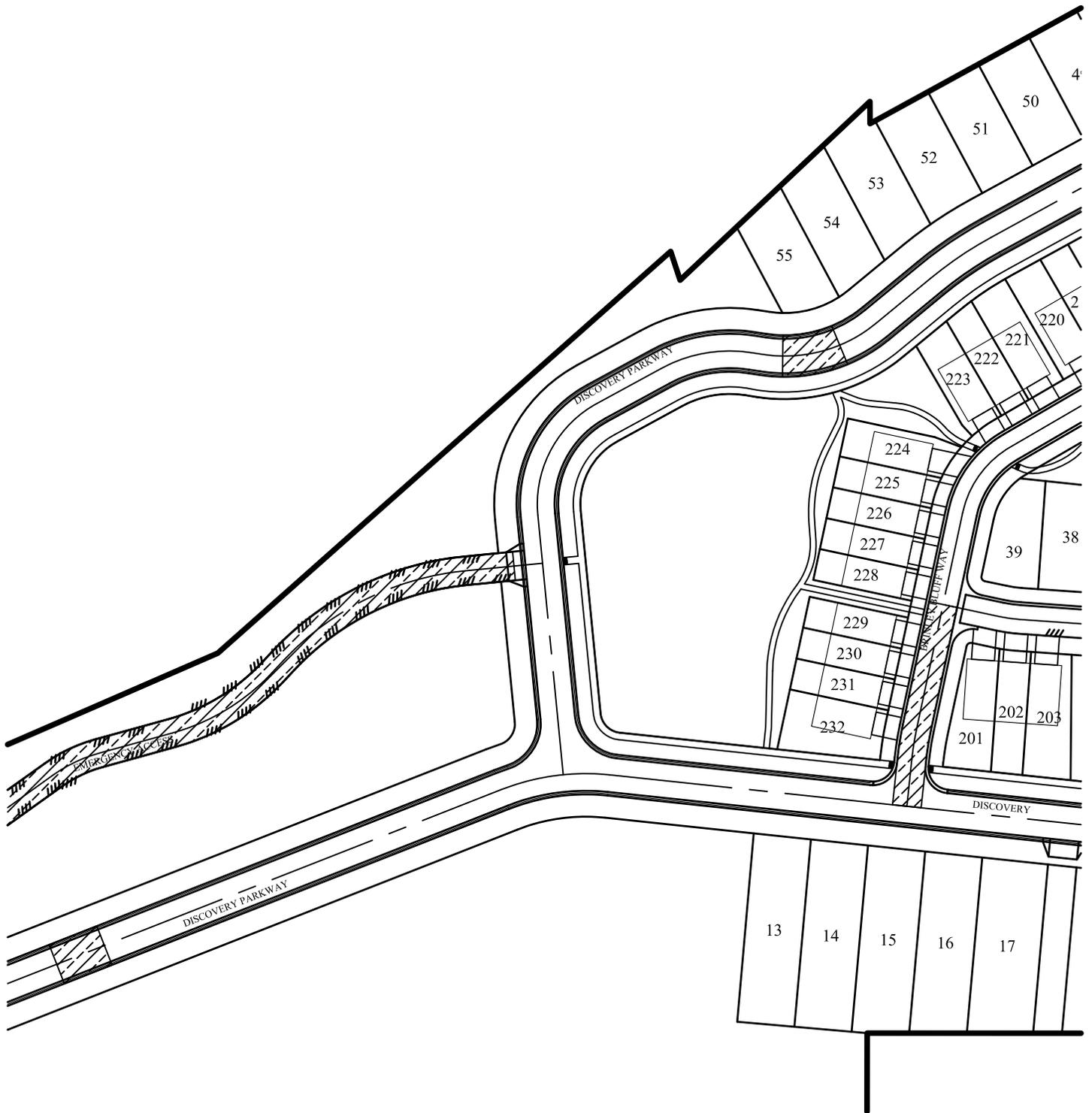
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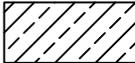
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DISCOVERY PHASE 2

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2-B




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 NOT TO EXCEED 10.0%



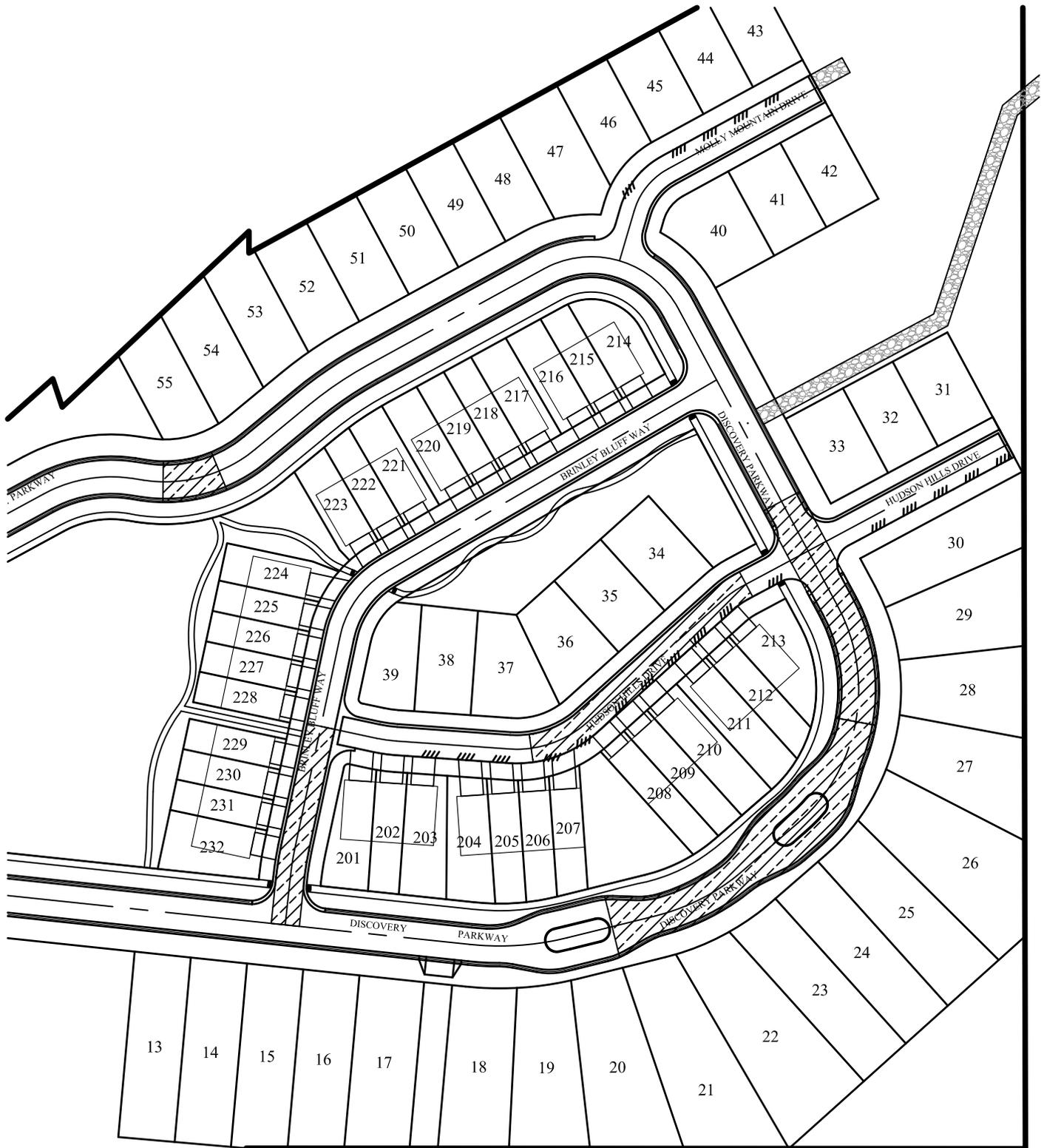
ROAD GRADE EXHIBIT

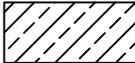
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2-C

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 PROP. ROADWAY GRADE
 8.0% OR GREATER BUT
 NOT TO EXCEED 10.0%



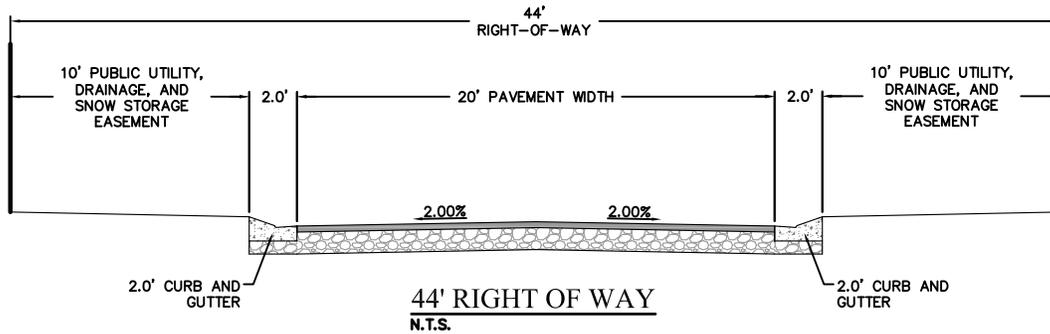
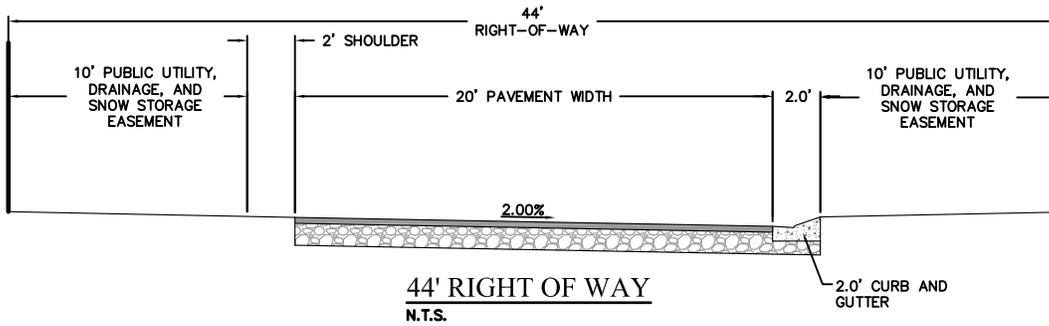
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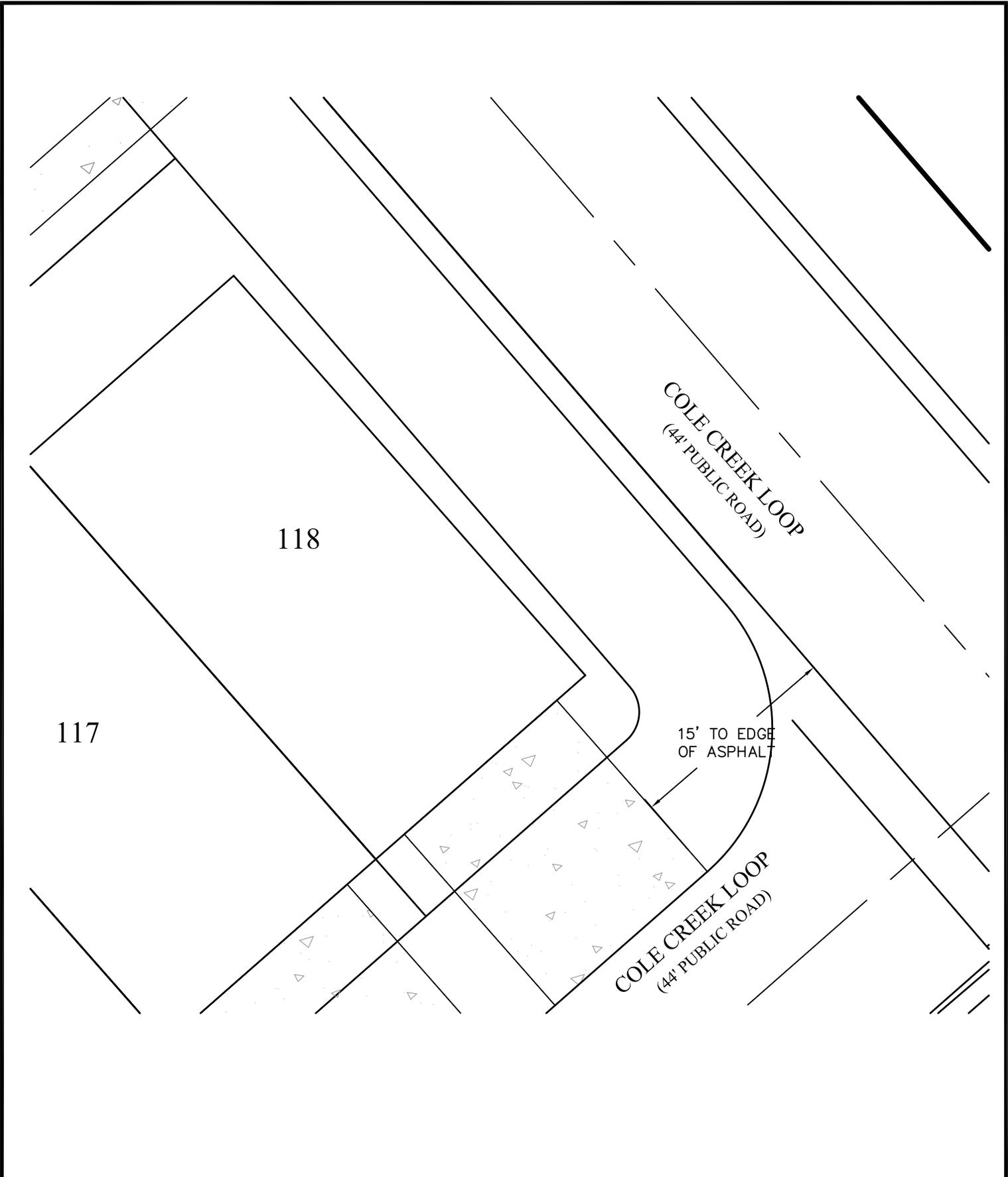
ROAD GRADE EXHIBIT

DISCOVERY PHASE 2

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2-D





118

117

COLE CREEK LOOP
(44' PUBLIC ROAD)

15' TO EDGE
OF ASPHALT

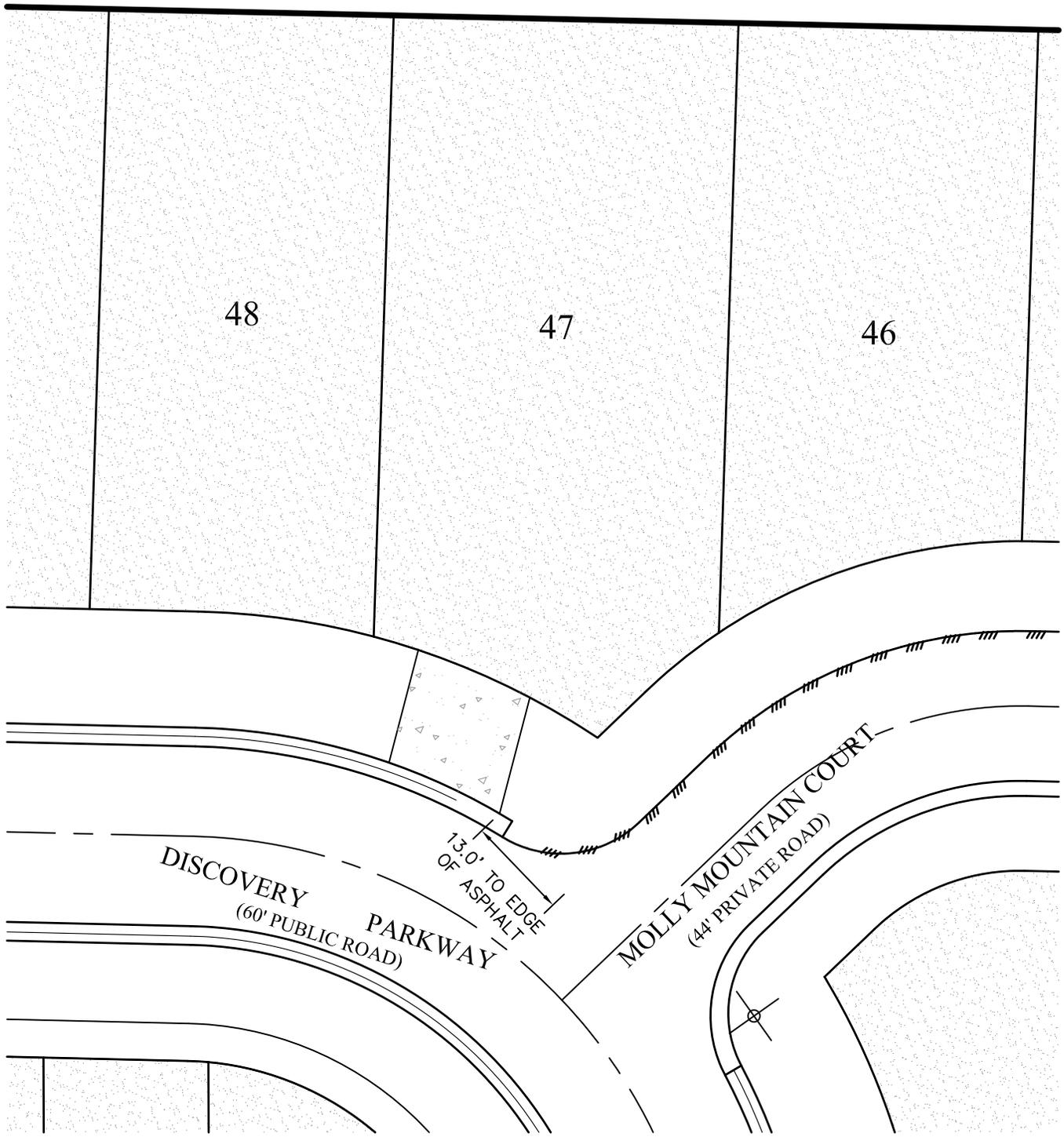
COLE CREEK LOOP
(44' PUBLIC ROAD)

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TOWNHOME DRIVEWAY EXHIBIT
DISCOVERY PHASE 1 & 2

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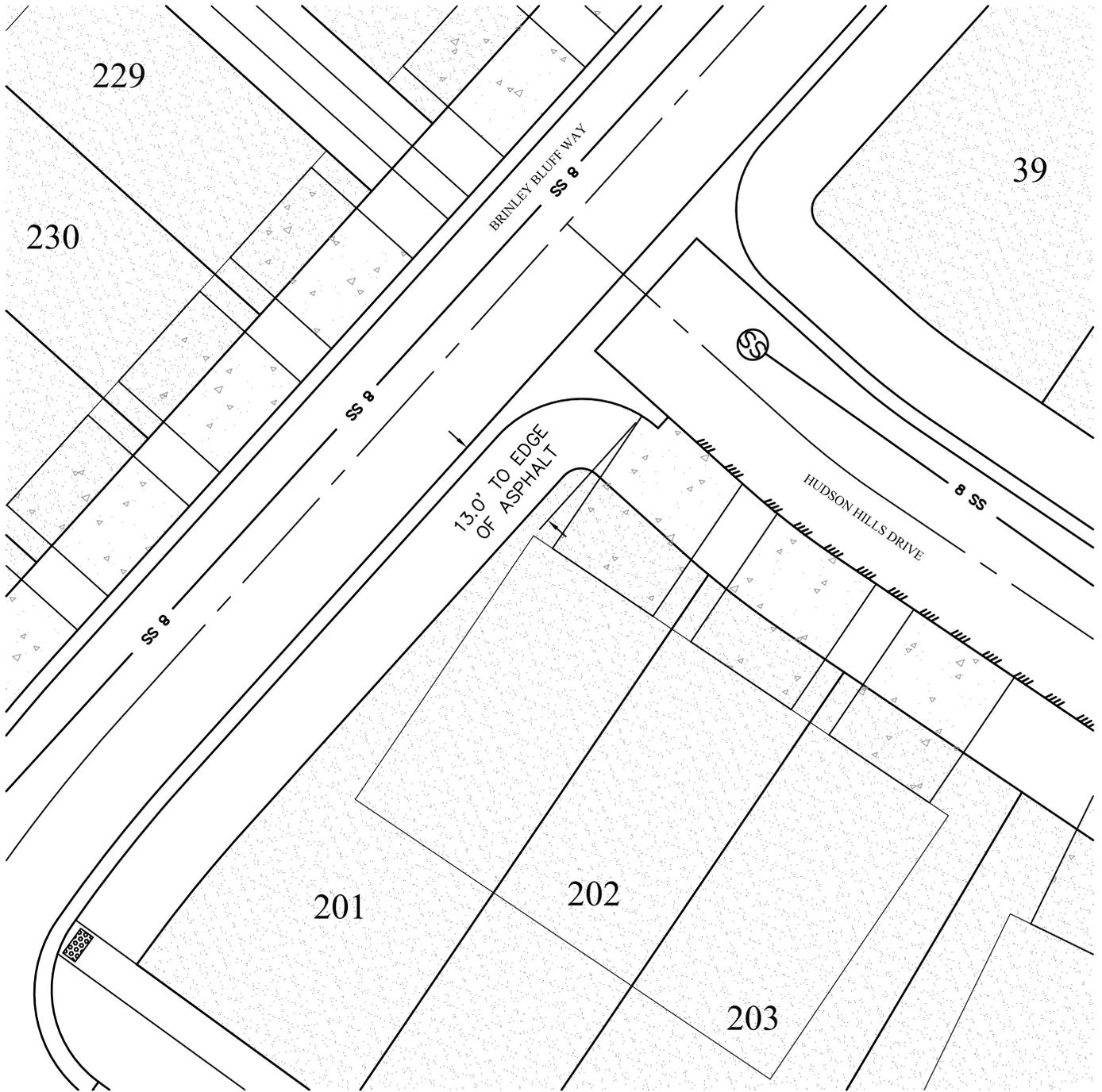
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SINGLE FAMILY DRIVEWAY EXHIBIT
DISCOVERY PHASE 1 & 2

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4-B

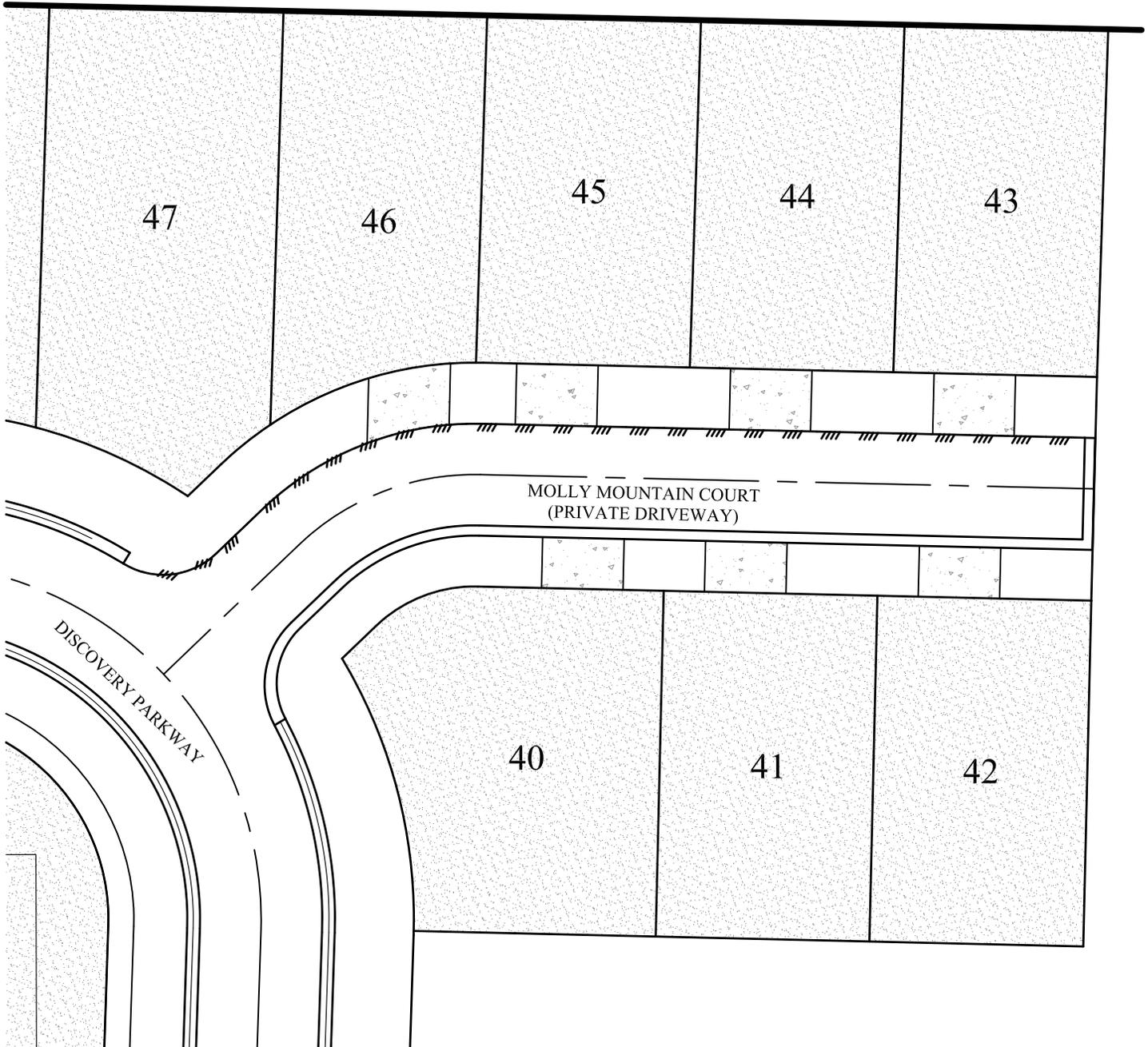


DRIVEWAY SEPARATION EXHIBIT

DISCOVERY PHASE 1 & 2

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4-C



PROP. PRIVATE DRIVEWAY
WITH ACCESS FOR 7 LOTS

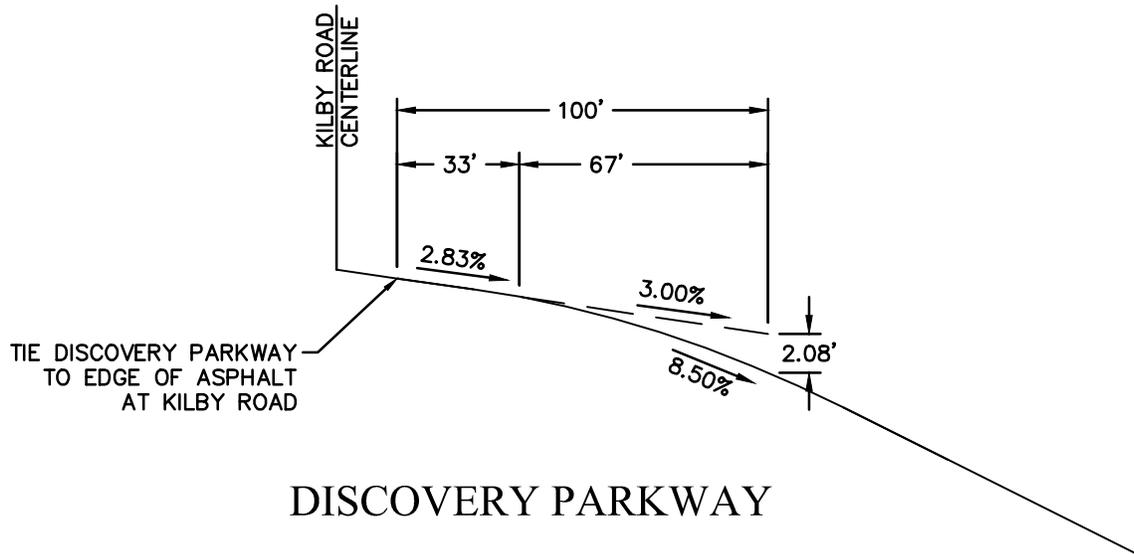
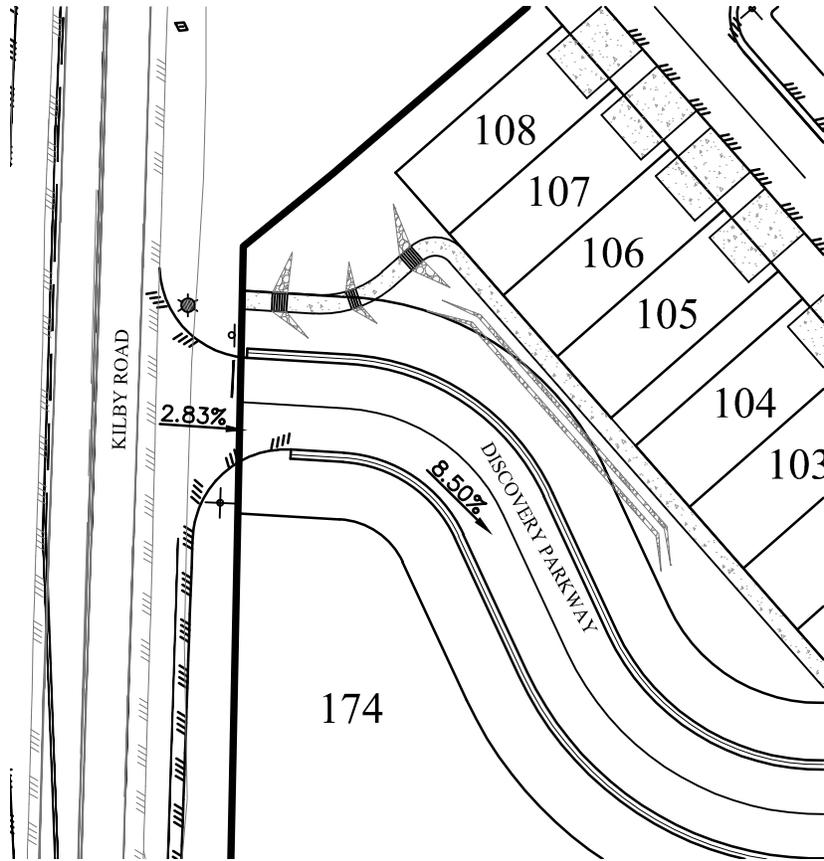


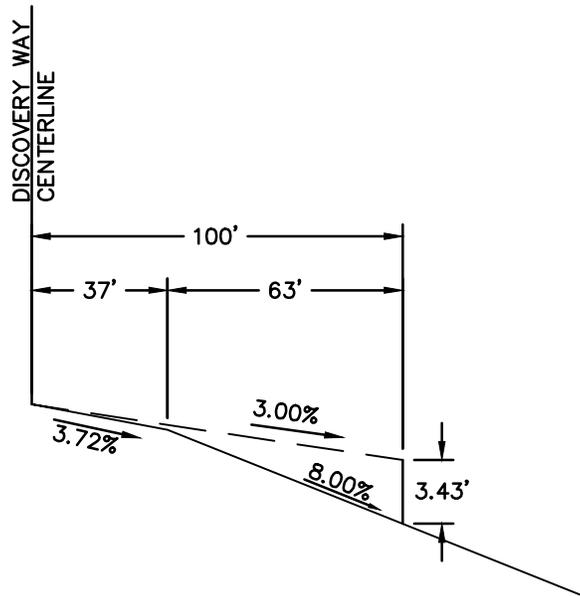
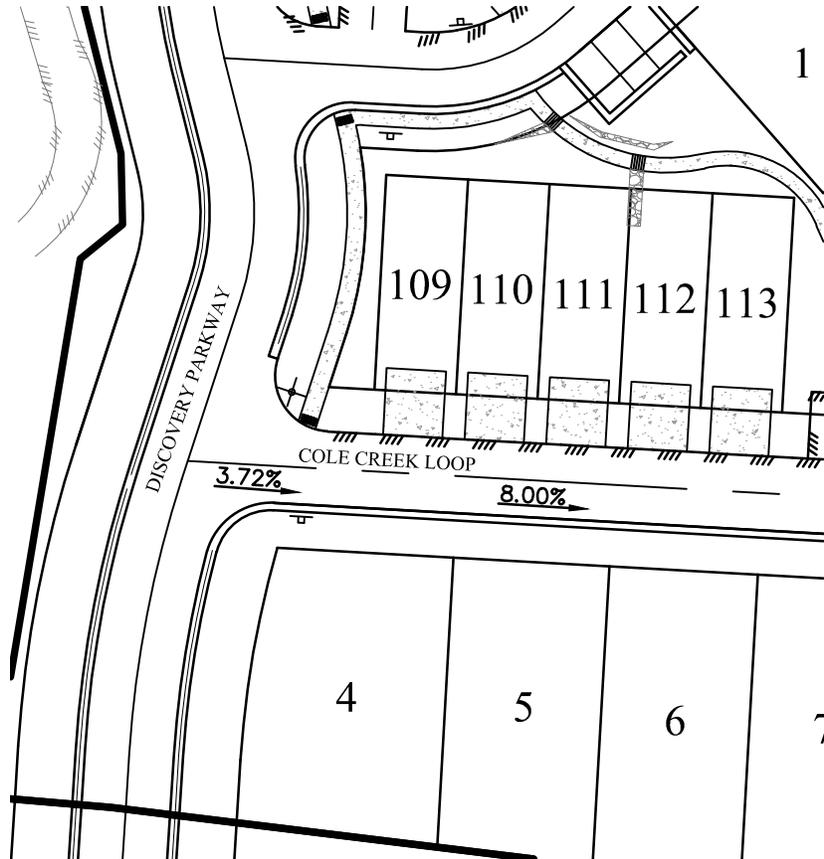
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PRIVATE DRIVEWAY EXHIBIT

DISCOVERY PHASE 1 & 2

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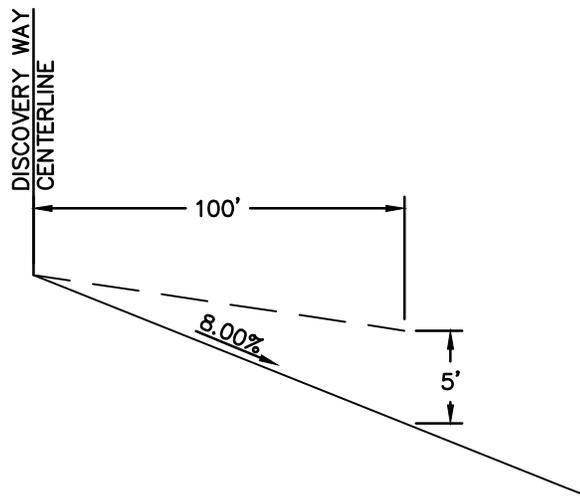


COLE CREEK LOOP (SOUTH)

DISCOVERY & COLE CREEK (SOUTH)
 INTERSECTION
 DISCOVERY PHASE 1 & 2



Date Created: 10/7/2013
 Scale: NA
 Drawn: RRH
 Job: 13-002
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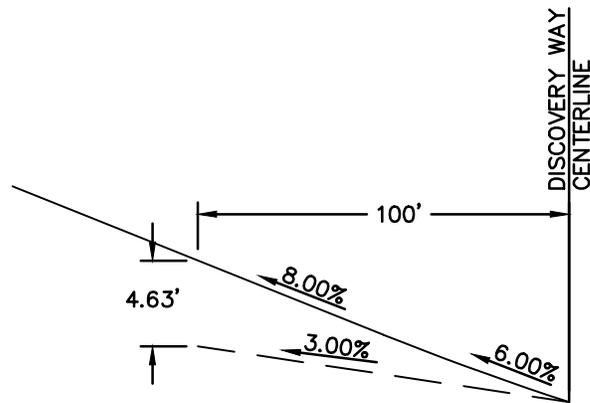
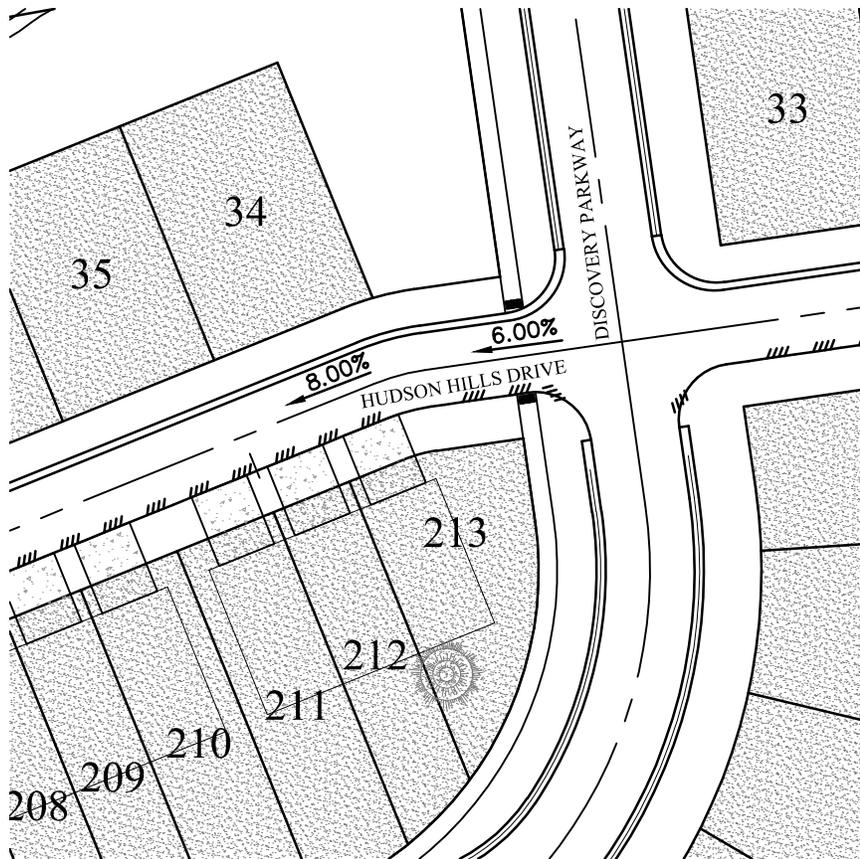


BRINLEY BLUFF WAY (SOUTH)

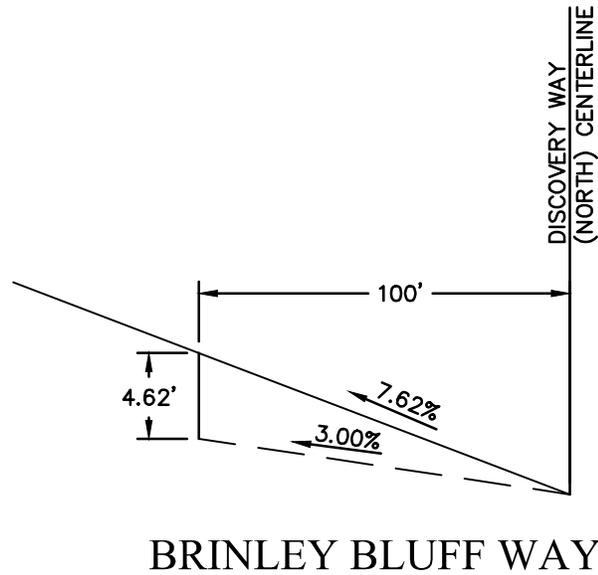
DISCOVERY & BRINLEY BLUFF
(SOUTH) INTERSECTION
DISCOVERY PHASE 1 & 2



Date Created:	10/7/2013
Scale:	NA
Drawn:	RRH
Job:	13-002
Sheet:	

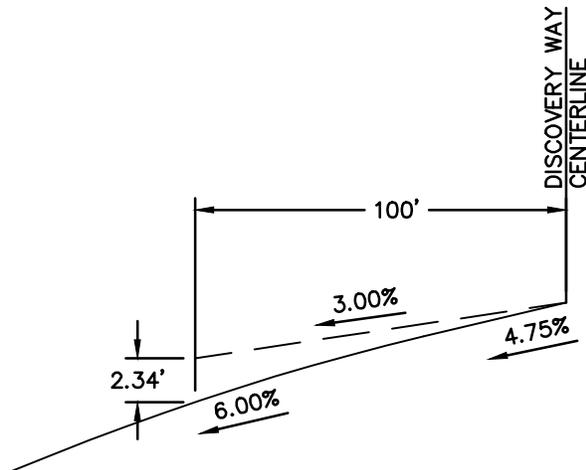
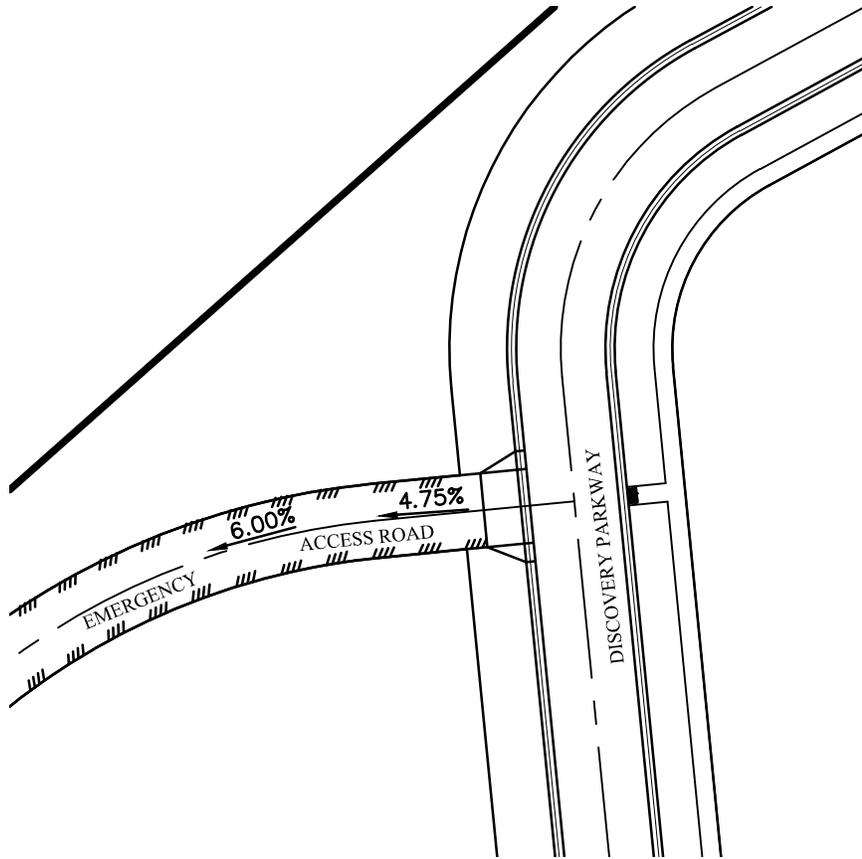


HUDSON HILLS DRIVE



BRINLEY BLUFF WAY

DISCOVERY & BRINLEY BLUFF
(NORTH) INTERSECTION
DISCOVERY PHASE 1 & 2



EMERGENCY ACCESS ROAD

DISCOVERY & EMERGENCY ACCESS
INTERSECTION
DISCOVERY PHASE 1 & 2

