



**THE ACCORD**

July 13, 2015 CENTRAL WASATCH COMPACT  
February 11, 2022 (DRAFT)

The Central Wasatch mountain range is beloved by those of us who live along both sides of its ridgeline. We hike, we bike, we ski, we discover wildlife, we ramble and amble and find solitude amid one of the world’s most spectacular backyards. And even as these mountains are a source of peace and spiritual renewal, they are also our source for water and, literally, the reason life is possible in Utah’s arid climate.

Amid threats from population growth and related increases in summer and winter use of the canyons, climate change, development pressures, and piecemeal decision-making, we know that we need to take action now to ensure we have clean water, a thriving economy, and an exemplary quality of life — not only for current generations, but for those that come after us. The time has come to truly consider the future of this precious landscape.

~~To that end, this Mountain Accord agreement (the ‘Accord’) represents the culminating commitment of more than 20 organizations who, through a voluntary, multi-year, public, consensus-based planning process agree to proceed with a suite of actions designed to ensure that future generations can enjoy all the activities we do today, while preserving our watershed and natural environment. Over the past few decades more than 80 studies have partially examined the Wasatch but until now, no effort has built a comprehensive plan that sees the forest for the trees. We the signers intend the Accord to influence future, local, regional and statewide planning and to initiate efforts to enact meaningful protections and preservations for the Central Wasatch in the face of growing pressures on this beloved mountain range. The actions proposed in the Accord will remain transparent and engage the public, and follow regional planning, National Environmental Policy Act (NEPA), and other applicable requirements.~~

RECITALSAs signers of the Central Wasatch Compact, we hereby state the values and principles that we hold as foundational to any actions affecting the Central Wasatch Mountain range. We are committed to promoting transparent decision-making processes with robust public engagement that result in consensus-based solutions to the challenges facing our canyons.

We urge public and private entities to heed these principles as they contemplate policies or actions within or directly affecting lands within the Central Wasatch.

**RECITALS**

WHEREAS, the Mountain Accord Charter, developed through an extensive two-year public engagement and consensus-building process and signed in August 2015 by the Mountain Accord Executive Board and over 150 stakeholders, represents a consensus position of the signers of the values and principles to guide decisions relating to the Central Wasatch mountains and also stated specific negotiated interrelated actions stakeholders committed to pursuing in order to resolve specific challenges and still maintain the delicate balance of priorities for the Central Wasatch mountain range;

WHEREAS, the Central Wasatch Commission is a governing body created pursuant to the

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Mountain Accord charter and charged with implementing the negotiated outcomes of the Mountain Accord charter and whereas the Central Wasatch Commission created the Central Wasatch Commission Stakeholders Council to receive frequent and ongoing input with the numerous non-governmental stakeholders of the Central Wasatch mountain range;

WHEREAS, the Central Wasatch Commission seeks to renew and restate its commitment to the values and principles memorialized in the 2015 Mountain Accord Charter as it works in coordination with other governmental and non-governmental partners to take desired actions and implement solutions consistent with the principles and values of the Mountain Accord Charter that maintain the delicate balance of priorities for the Central Wasatch mountain range;

WHEREAS, the Central Wasatch Mountains are a treasured natural resource and we, the signers of this ~~Accord~~Compact, place a high value on the natural environment, wilderness qualities, watershed health, and aesthetics of these mountains;

WHEREAS, the Central Wasatch Mountains are the primary source of drinking water for Utah's growing urban populations and are the reason the region flourishes in Utah's arid climate;

WHEREAS, the Central Wasatch Mountains are a vital ecological unit and policies governing the unit should work together in harmony, not diverge from one another, in the interest of improving the health of the land and our watersheds;

WHEREAS, the mountain environment offers diverse recreational experiences that promote active lifestyles and enhances the quality of life in the region;

WHEREAS, the Central Wasatch Mountains are an invaluable asset to the local and state economies, a beloved amenity for residents and companies that choose to locate in the region, and a key component of Utah's tourism industry;

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WHEREAS, population growth and related increases in summer and winter use of the canyons, climate change, recreation use, traffic congestion, economic development pressures, land-use conflicts, and piecemeal and fragmented decision-making processes threaten the future health and viability of the mountains;

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~~WHEREAS, the Mountain Accord process was established by a Program Charter in February 2014 to make integrated and critical decisions regarding the future of Utah's Central Wasatch Mountains;~~

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~~WHEREAS, the Utah State Legislature passed a resolution in 2012 supporting the evaluation, through a public process, of year-round transportation solutions to serve multiple recreation uses in the mountains (SCR 10) and the Mountain Accord process and other efforts that have been conducted since that time reflect the current sentiments on the issues the legislature raised;~~

~~WHEREAS, the Program Charter established the Executive Board (refer to Attachment 1: Executive Board Membership)~~

~~WHEREAS, the Central Wasatch Commission was created by interlocal agreement as a consensus-based body comprised of elected representatives from local governments, Utah state government and legislature, federal agencies, and private business, environmental, and recreation interests;~~

~~WHEREAS, the Program Charter defined the geographic area for Mountain Accord as portions of Salt Lake County, Summit County, and Wasatch County, bound on the west by the existing transportation backbone in the Salt Lake Valley (Salt Lake International Airport, FrontRunner Commuter Rail line, TRAX North-South light rail line, and I-15), on the east by Park City, on the north by Parley's Canyon, and on the south by Little Cottonwood Canyon;~~

~~WHEREAS, the Mountain Accord effort has placed government and non-elected representatives of governmental entities with responsibilities in the Central Wasatch Mountains to engage with federal agencies, businesses, landowners, environmental, and recreation interests in and adjacent to both sides of the Mountains;~~

~~WHEREAS, this Central Wasatch Compact and the Central Wasatch Commission places a high value on public engagement, transparency, and the participation of all stakeholders;~~

WHEREAS, the ~~Mountain Accord effort~~ Central Wasatch Commission has engaged commercial interests and private property owners as willing participants;

WHEREAS, the ~~Executive Board brought together more than 200~~ Central Wasatch Commission has brought together stakeholders and experts to consider future trends, visions, and goals ~~and to create a "Blueprint"~~ for the Central Wasatch Mountains;



WHEREAS, the ~~Executive Board published the proposed “Blueprint” for the Central Wasatch Mountains~~Central Wasatch Commission includes a Stakeholders Council and other processes for public comment and ~~conducted an extensive process~~ to collect feedback;

WHEREAS, public feedback ~~reflected~~reflects a desire to protect the integrity of this iconic landscape for its ecological values and outstanding opportunities for dispersed and commercial recreation; and

WHEREAS, the ~~Executive Board~~Central Wasatch Commission received and incorporated public comment into this ~~Accord~~ document, which replaces the proposed Blueprint and memorializes the final consensus recommendations of the ~~Executive Board~~Central Wasatch Compact.

Now, therefore, the undersigned signers of this ~~Accord~~Central Wasatch Compact agree as follows:

**AGREEMENT**

**1. PURPOSE OF ACCORD**

~~1.1.a.~~ The Accord~~This Compact~~ represents the consensus positions of the ~~Mountain Accord Executive Board~~Central Wasatch Commission and undersigned parties ('the signers of the ~~Accord~~Compact'). It serves as a formal recommendation and documented reference for current and future decision-makers at the private, local, state, and federal ~~level~~levels.

~~1.2.b.~~ The intent of the ~~Accord~~Compact is to benefit current and future generations by establishing an integrated, comprehensive, landscape-scale framework for the future of the Central Wasatch Mountains that provides for the long-term protection of the region's water, lands, environment, recreational opportunities, and economic prosperity. The signers of the ~~Accord~~Compact support a transportation system that serves these values.

The signers of the ~~Accord~~Compact agree to pursue federal, state, local, and private action for land designations, land exchanges, conservation easements, and transit/transportation solutions. ~~The Accord signifies unanimous support for passage of a comprehensive compromise conservation package that can only be carried out by U.S. Congress, where agreement is reached among stakeholders to support such actions which are consistent with the values and principles of this Compact. The signers of the Compact recognize that action on transit/transportation solutions would likely require corresponding action developed through a public consensus-building process relating to land designations, land exchanges, or conservation easements in order to maintain the delicate balance of principles and values sought by the public and to protect the future health and viability of the mountains.~~

~~1.3.c.~~

~~1.4.~~ It is recognized by all signers of this ~~Accord~~Compact that while ~~federal~~certain actions may ~~occur~~be pursued, there are ~~conditions~~related conditions that have been outlined ~~previously~~ in the ~~Accord~~ that are needed to achieve the federal outcomes.

~~1.5.~~ The signers agree to support the ~~Accord~~ and to work diligently and in good faith to accomplish the actions recommended in the ~~Accord~~ — both as a whole and within our respective jurisdictions.

~~1.6.~~ The signers of this ~~Accord~~ recognize that many of the actions recommended in this ~~Accord~~ are subject to rigorous analysis and public review pursuant to the National Environmental Policy Act (NEPA), and other state, local, or private decision-making processes. The decision-making authority for actions that require NEPA lies with the applicable federal agencies.

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Specifically, the signers of the Accord seek: Mountain Accord or may be subsequently developed that must occur in conjunction with any contemplated federal, state, local, or private action as a condition for support for such action, in order to maintain the delicate balance of principles and values sought by the public and to protect the future health and viability of the mountains.

The signers agree to support the Compact and to work diligently and in good faith to adhere to the values and principles in the Compact – both as a whole and within their respective jurisdictions.

Specifically, the signers of the Compact restate these principles to guide decisions relating to the Central Wasatch:

1.7.d.

1.7.1.i. A natural ecosystem that is conserved, protected, and restored such that it is healthy, functional, and resilient for current and future generations.

1.7.2.ji. A recreation system that provides a range of settings and accommodates current and increasing demand by encouraging high levels of use at thoughtfully designed locations (nodes) with convenient access, while protecting solitude, nature, and other backcountry values.

~~1.7.3.~~ A sustainable, safe, efficient, multi-modal transportation system that provides year-round choices to residents, visitors, and employees; connects to the overall regional network; serves a diversity of commercial and dispersed recreation uses; is integrated within the fabric of community values and lifestyle choices; supports

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1.1.1. land-use objectives, and is compatible with the unique environmental characteristics of the Central Wasatch.

1.7.4.iii. Broadly shared economic prosperity that enhances the quality of life and preserves natural and scenic resources and infrastructure that is attractive, sustainable, and provides an opportunity for visitors and residents.

**2. INTENDED OUTCOMES**

The signers of this AccordCompact seek the following outcomes:

2.1.e. To protect watersheds and ensure existing and future culinary water resources are reliable and of high quality. To preserve lands that provide critical terrestrial and aquatic habitats, corridors for wildlife, natural and scenic values, and recreational opportunities and to restore degraded lands.

2.2.f. To designate certain U.S. Forest Service lands in the study area for additional federal protections, as shown on Attachments 3 and 5 (existing conditions are depicted on Attachment 2). To bind ski resorts;resort boundaries on public land within the federal designation as shown on Attachment 5: Intended Outcomes.

2.3.g. To reduce the patchwork nature of public and private land ownership so that the U.S. Forest Service is managing undeveloped rather than developed lands. To consolidate U.S. Forest Service lands, to obtain inholdings, and to transfer privately held upper watershed lands with environmental and recreation values into public ownership.

**2.4. Clustered Nodes**

2.4.1.i. To encourage development patterns that reduce sprawl and preserve open space, sensitive environments, community character, and quality of life in the mountains.

2.4.2.ii. To focus future development in urban areas near transit corridors, specifically in those areas identified by the Wasatch Choice for 2040 and Wasatch Back Choice for 2040 vision efforts (shown as Economic Centers on Attachment 7).

i. To limit additional mountain development in the Cottonwood Canyons to clustered nodes within existing disturbed areas at the bases of the existing ski areas. The signers of the Accord

2.4.3.iii. To recognize the rights of private property owners to develop their property as prescribed by existing local laws and ordinances. An estimate of development units planned prior to the Mountain Accord effort is shown on Attachment 6: Resort Area Development.

2.4.4.iv. To the extent mountain property is developed, the signers of the AccordCompact agree to promote development with the following characteristics:

- ◆ 1. thoughtfully designed to complement the natural setting and maintain open spaces,
- ◆ 2. compatible with the communities as defined in local land-use plans and ordinances, and
- ◆ 3. focused around transit stations to encourage walking, biking, and transit use, and to reduce single-occupancy automobile use.

2.4.5. To seek plans, ordinances, and policies that support the land-use intentions and intended outcomes outlined in this section for the Cottonwood Canyons through cooperation with local land-use authorities, environmental organizations, property owners, businesses,

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1.1.2. interested parties.

2-5-h. To design a balanced recreation system with a wide variety of recreational opportunities for residents and visitors that will reduce the degradation of natural resources caused by such uses. To address the increasing visitor uses, and their impacts on the environment and respect competitor users in limited terrain. To focus recreation infrastructure at strategically located and designed nodes, to provide convenient access at these nodes, and to accommodate and manage growth in recreation uses. To integrate trail access with transit solutions.

2-6-i. To create transportation connections between the economic and population centers in the urban areas and the recreation destinations in the Central Wasatch Mountains that support the environmental, recreation, and economic goals of the AccordCompact and serve residents, employeesbusinesses, and visitors. Such transportation connections should increase transit use, walking, and biking and decrease single-occupancy vehicle use. To focus transit improvements in locations that are compatible with the unique environmental character of the Central Wasatch Mountains.

2-7-j. To plan and implement transportation solutions in the canyons with the goal of reducing risks associated with avalanches, winter weather, rockslides, incidents, and other hazards and to improve emergency response capabilities and evacuation routes.

### 3. — AGREED-UPON ACTIONS

3.1. — To achieve the outcomes described above, the signers of this AccordCompact agree to pursue a comprehensive and interdependent package of actions including land exchanges, land designations, transportation improvements, environmental monitoring, and other actions, as described in the remaining sections. Because the following actions are interdependent, the signers recognize that removal, additions, or alteration of individual actions may warrant re-negotiation.

### 3.2. — FEDERAL LAND DESIGNATION AND ASSOCIATED CONDITIONS

3.2.1. — The signers of this Accord agree to support and pursue a new federal land designation for the land shown on Attachment 5: Intended Outcomes. The federal designation will provide special protections against development and environmental degradation for U.S. Forest Service land and any private land transferred into federal ownership within the boundary shown on Attachment 5. The federal lands within this boundary total approximately 80,000 acres. Options for the federal land designation could be National Recreation Area, National Monument, or Conservation Management Area (all requiring designation by U.S. Congress). It is intended the federal lands will continue to be managed by the U.S. Forest Service.

3.2.2. — The federal land designation will specifically prohibit expansion of ski areas onto public lands beyond the resort area boundaries shown on Attachment 5: Intended Outcomes. The ski areas will support the land designation actions, and will not seek to further expand their respective footprints onto public land within the federal designation area shown on Attachment 5.

The signers of this Accord recognize that the federal land designation and the land exchange will require federal action, and have drafted federal legislation proposing these visitor use management,

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and other actions. Because actions relating to the Central Wasatch are often interdependent, the signers recognize that any proposed individual actions may warrant negotiation, consensus-building, and other associated actions to maintain the balance of priorities desired for the Central Wasatch.

The signers of this Compact agree to continue to build upon public engagement efforts, to maintain public transparency, and to implement a disclosure procedure for conflicts of interest for future efforts.

actions. The signers agree to continue work on the draft legislation and to formally approve the proposed legislation language through the Mountain Accord Executive Board consensus process. The signers of the Accord request that the U.S. Congress introduce the federal legislation as soon as possible; and the desired outcome is for legislation to be enacted before the end of the 2016 calendar year.

- 3.2.3. The federal legislation may establish new wilderness areas as recommended by the Executive Board.
- 3.2.4. The signers of this Accord anticipate growth in year-round use of the ski areas and expressly support changes to recreation infrastructure (e.g., lifts, trails, etc.) that respond to changes in demand within the ski areas' respective U.S. Forest Service Special Use Permit boundaries. The signers recognize such changes would be managed through standard permit processes. Lands transferred to U.S. Forest Service ownership within the Special Use Permit boundary will be managed according to the Special Use Permit.
- 3.2.5. The signers of this Accord agree to carry out land designation actions, including the adjustment to wilderness boundaries identified on Attachment 3, in a manner that will preserve transportation alternatives and not prejudice the NEPA process.
- 3.2.6. Transit infrastructure, transit stations and associated public amenities (such as restrooms), trails, and trailheads may be considered within the new federal designation and on the lands exchanged into public ownership, in locations consistent with intended outcomes and Mountain Accord vision and goals.
- 3.2.7. Nothing in the Accord is intended to limit the Utah Department of Transportation from providing avalanche control and maintenance activities on current and future transportation facilities.

**3.3. LAND EXCHANGE**

- 3.3.1. The signers of this Accord recommend that the U.S. Forest Service initiate, in accordance with NEPA requirements, the land exchange concept as shown on Attachments 3 and 4. The signers recognize that land exchanges are subject to valuation, land, title, and boundary descriptions, and mitigation analyzed in the NEPA process.
- 3.3.2. For lands currently in U.S. Forest ownership that would be transferred into private ownership, the signers of this Accord recognize that the U.S. Forest Service must receive 100 percent of the value of the transferred federal lands on a value-for-value basis for each ski area. At least 75 percent of the value of the federal lands must be in the form of private land transferred into federal ownership. Up to 25 percent of the value of the federal lands may be in the form of monetary payments.

**3.4. ALTA LAND EXCHANGE**

- 3.4.1. The Alta Ski Lifts Company agrees to proceed with the exchange of the following lands (shown on Attachments 3 and 4): approximately 603 acres of Alta Ski Lifts Company land (including but not limited to parcels in Emma Ridge, Grizzly Gulch, and Devil's Castle) in exchange for approximately 160 acres of U.S. Forest Service land situated at the base of

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the ski area.

- 3.4.2. The signers of this Accord understand that the Alta Ski Lifts Company U.S. Forest Service land exchange may only be executed after the NEPA process is complete and is dependent upon valuation; land, title, and boundary descriptions; and mitigation.
- 3.4.3. Alta Ski Lifts Company's commitment to exchange its private land with the U.S Forest Service is conditioned upon:
- Transit improvements (including a tunnel or other type of connection between Little Cottonwood Canyon and Big Cottonwood Canyon) that resolve transportation problems and improve avalanche control and safety in Little Cottonwood Canyon. The consideration of such a transit project will be subject to NEPA and other requirements.
  - Approval to build a 100-room hotel (anticipated to be contained in one building) and eight commercial/retail shops in support of a transit station. The conditions outlined by Alta Ski Lifts Company do not bind current or future Town of Alta councils or administrations.
  - Provision of culinary water for a 100-room hotel and eight commercial/retail shops in support of a transit station.
- 3.4.4. The signers of the Accord agree to work in good faith toward a transit system and associated public amenities (such as public restrooms) for summer and winter visitors, including a dispersed user trailhead, consistent with Mountain Accord intended outcomes. A transit system and/or station could be located on base area land obtained in the exchange, subject to the NEPA process. A portion of the water referenced above (e.g., the eight commercial/retail shops) will be used for such public amenities.
- 3.4.5. Salt Lake City agrees to provide additional culinary water for the purpose of up to a 100-room hotel to be operated by Alta Ski Lifts Company and eight commercial/retail shops supportive of a transit station to be operated by Alta Ski Lifts Company. Salt Lake City agrees to provide additional snowmaking water to Alta Ski Lifts Company. For Salt Lake City, the provision of this additional culinary and snowmaking water is contingent upon:
- widespread and permanent protection of federal lands in Salt Lake City's municipal watersheds,
  - transfer of privately held parcels into federal ownership and permanent protection as described in this Accord, including those privately held parcels in Grizzly Gulch,
  - no future ski resort expansion as defined in Section 3.2.2, and
  - Salt Lake City's completion of legal review.
- 3.4.6. Under the current conditions, the Town of Alta supports a federal land exchange between the Alta Ski Lifts Company and the U.S. Forest Service provided the following conditions are met:
- Decisions regarding the land exchange and transportation improvements in Little Cottonwood Canyons are made together. If transportation solutions fail to proceed, the Town of Alta may withhold its support of a federal land exchange between Alta Ski Lifts Company and the U.S. Forest Service. Commitment from Alta Ski Lifts Company to work with the Town of Alta, existing base area property owners, and the public to maintain access to public lands for ski area use, trails, business

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operations, parking, and other existing private uses, even if the resort and transit facilities are reconfigured.

- Commitment from Alta Ski Lifts Company that base area land dedicated for public purposes such as transit, public facilities, trailheads, and community spaces, etc. may be deeded to public bodies responsible for managing those uses, with appropriate deed restrictions, pending the outcome of comprehensive land use and transportation planning.

3.4.7. Future development on lands to be acquired by Alta Ski Lift within Town of Alta boundaries is subject to Town of Alta zoning and land use regulations. The Town of Alta recognizes that at this time the current zoning and General Plan do not anticipate this potential change in land ownership, and do not include all lands proposed for exchange from U.S. Forest Service ownership to Alta Ski Lift ownership in the plan's identified commercial core. If/when such transfer takes place, the Town of Alta will work collaboratively with the Alta Ski Lifts Company, existing private property and lodging owners in the ski base area, and the public to undertake a General Plan and zoning update.

3.4.8. Although the current Town Council and Planning Commission cannot bind future administrations, it is anticipated that any new zoning or land use permits would be consistent with Mountain Accord intended outcomes and existing land use patterns in the base area and would support a thriving commercial center for all base area business owners. The Alta Ski Lifts Company and the Town of Alta desire and intend to promote enhanced public facilities for use by Alta residents and visitors, while maintaining the natural character and open space characteristics that define the area now, and the continued vitality of established Town of Alta businesses.

3.4.9. A ski lift option on Flagstaff would be eliminated upon installation of an acceptable alternate avalanche control program replacing artillery in the area.

3.4.10. Transit improvements in Little Cottonwood Canyon may occur without the Alta Ski Lifts Company land exchange if Alta Ski Lifts Company's conditions cannot be met (as described in this section). In this situation, there may still be a public need for a transit station and associated amenities, and the Town of Alta would likely need additional culinary water to sustain these purposes. As such, if the Alta land exchange is not implemented, Salt Lake City agrees to work with the Town of Alta to provide culinary water for a transit station and associated amenities, with the following conditions:

- Additional water will be used to facilitate transit station improvements that include, by way of example, public restrooms and up to eight commercial uses to facilitate public needs;
- Transit station improvements will be designed in an environmentally sensitive manner to avoid watershed impacts; and
- Salt Lake City completion of legal reviews.

### 3.5. SNOWBIRD LAND EXCHANGE

3.5.1. Mountain Accord respects each jurisdiction's authorities and desires with respect to land actions. Snowbird has proposed land actions in Salt Lake County and Utah County. The

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signers of the Accord are not taking a position on the land proposal as it relates to Utah County until such time as Utah County agrees to any lands action in Utah County. Cooperation and collaboration between Salt Lake County and Utah County interests is important to avoid disparate approaches on this important issue.

3.5.2. For the Snowbird lands proposed to be exchanged in Little Cottonwood Canyon, the following conditions apply:

- Salt Lake County will develop a resort zone to better define development at the Snowbird base area in accordance with Mountain Accord intended outcomes (recognizing Snowbird's existing approved master plan and associated entitlements).
- Salt Lake City will provide additional snowmaking water to Snowbird if Snowbird (under any conditions) transfers the identified approximate 1100 acres to the U.S. Forest Service and the lands become part of the permanently protected federal designation.
- The right to perform avalanche safety control by (especially above Snowbird and Town of Alta) will be preserved.

### 3.6. SOLITUDE LAND EXCHANGE

3.6.1. Solitude Resort (referred to as 'Solitude' and owned by Deer Valley Resort) agrees to proceed with the exchange of the following lands and actions (shown on Attachments 3 and 4): approximately 240 acres of Deer Valley's land located in the upper Big Cottonwood watershed in the Hidden Canyon/Guardsman Road area for approximately 50 acres of federal lands around the Solitude base area and an approximate 15-acre expansion of Solitude's special use permit to allow for relocation of the Honeycomb chair lift in lower Honeycomb Canyon.

3.6.2. Once the land exchange described above is completed, Salt Lake City will provide additional snowmaking water to Solitude.

3.6.3. The proposed federal designation will protect current dispersed recreation uses and watershed values and limit the potential for further ski area expansion in Silver Fork Canyon.

3.6.4. The Honeycomb lift extension will be subject to a NEPA process if and when Solitude makes an application. The NEPA process will consider a range of alternatives to meet the desired needs of Solitude while protecting backcountry experiences in Silver Fork. Specifically, uphill access to backcountry areas in Silver Fork Canyon will not be inhibited.

3.6.5. Recognizing there is no official winter parking for Silver Fork Canyon, Solitude commits to improving access conditions for backcountry recreationalists consistent with transportation options considered in the Cottonwood Canyons NEPA process.

3.6.6. It is recognized that the currently proposed SolBright lift referred to in the U.S. Forest Service Record of Decision 2003 could provide an unacceptable, higher level of access to the Wolverine area. Recognizing this, Solitude and Brighton Mountain Resort will work with the U.S. Forest Service, representatives from the environmental community, and Salt Lake City to identify an alignment that would dramatically limit or virtually eliminate that access and would still provide a connection via chairlift from Brighton Mountain Resort to Solitude. Salt Lake City agrees to pursue such an alignment

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~~assuming all permits and environmental/water quality protections would be in place.~~

~~3.6.7. Formal permission from Salt Lake City would need to be obtained if new lift alignments traverse Salt Lake City watershed parcels or if Solitude's expansion contains Salt Lake City watershed parcels.~~

~~3.6.8. Salt Lake City and Salt Lake County agree to provide flexibility in terms of where Solitude places its remaining 120 hotel rooms to support transit use consistent with Mountain Accord intended outcomes. Specifically, sewer and water units can be moved within the resort's base area to accommodate development patterns consistent with Mountain Accord intended outcomes.~~

**3.7. BRIGHTON LAND EXCHANGE**

~~3.7.1. Brighton Mountain Resort ('Brighton') agrees to proceed with the exchange of the following lands and actions (shown on Attachments 3 and 4): approximately 200 acres of Brighton's land, located in the upper watershed for approximately 15 acres of U.S. Forest lands around the Brighton base area and a 100 to 170 acre expansion of Brighton's special use permit in Hidden Canyon.~~

~~3.7.2. Any future lift servicing Hidden Canyon would be designed to return recreationists to the Great Western lift area.~~

~~3.7.3. Once the land exchange described above is completed, Salt Lake City will provide additional snowmaking water to Brighton Ski Resort.~~

~~3.7.4. The signers of this Accord agree to work in good faith toward a transit station and associated public amenities for summer and winter visitors consistent with Mountain Accord intended outcomes. Salt Lake City agrees to work with Brighton to allow culinary water to be used to support public transit station improvements, contingent on completion of legal review, and provided that transit station improvements serve public purposes and are designed in an environmentally sensitive manner to avoid watershed impacts.~~

**3.8. LAND ACQUISITION PROGRAM**

~~3.8.1. The Executive Board will create a coordinated, comprehensive program for the acquisition of private lands with environment and recreation values within the study area. It is the intent of Mountain Accord to work with willing sellers. Where appropriate, the Executive Board will work with, and provide support to coordinate funding for local land trusts to acquire and preserve private lands.~~

**3.9. TRANSPORTATION**

~~3.9.1. In order to achieve the outcomes described in Section 2, the signers of this Accord agree to the steps related to transportation outlined in Sections 3.10 to 3.13. Attachment 7: Transportation Connections shows key transportation corridors.~~

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**3.10. COTTONWOOD CANYONS**

3.10.1. The signers of this Accord will request that the applicable federal agencies initiate the NEPA process to study public transportation alternatives that better connect the Salt Lake Valley and the Cottonwood Canyons. All decisions about such alternatives will be subject to NEPA procedures. Nothing in this agreement is intended to prejudice or circumvent the NEPA process.

3.10.2. The NEPA process may use the outcomes of the Mountain Accord analysis and the results of numerous previous studies that identify transportation issues in Big and Little Cottonwood Canyons as a starting point.

3.10.3. The signers of this Accord express their mutual preference for alternatives that connect to the existing regional public transportation system, and that incentivize public transit, walking, and biking to and in the Cottonwood Canyons.

3.10.4. The signers of this Accord recommend considering alternatives that dis-incentivize single-occupancy vehicle access to and in the Cottonwood Canyons. Specific options could include but are not limited to: recreation fees, congestion pricing, ski resort parking fees, U.S. Forest Service parking fees, tolling, single-occupancy vehicle restrictions, and elimination of roadside parking in the canyons. Any such options should be regionally coordinated and integrated with transportation alternatives considered in the NEPA process.

3.10.5. In addition to the dis-incentives to single-occupancy vehicle use described above, the signers of this Accord recommend that the NEPA process also consider the following:

- bus or rail transit improvements on the Fort Union corridor, the 9400 South corridor, Wasatch Boulevard, and Little Cottonwood Canyon;
- improved year-round transit service on the existing roadway in Big Cottonwood Canyon;
- a potential non-auto tunnel connection between Big Cottonwood Canyon and Little Cottonwood Canyon;
- options that improve the cycling and pedestrian environments in Big Cottonwood and Little Cottonwood Canyons and in the approaches to the canyons; and
- public transit stations and associated amenities that are thoughtfully designed to complement the natural setting of the Canyons, and to encourage biking, walking, and transit use.

3.10.6. The signers of the Accord recommend that the NEPA process fully consider bus-based transit alternative(s) that do not require major construction, and that equal consideration be given to low-impact options versus options that could require major construction. The signers also recommend that alternatives that do not connect the canyons be given equal consideration to those alternatives that do connect the canyons (for example, a tunnel). Any alternatives that include cross-canyon connections will include an evaluation of environmental consequences such as increased usage, increased commercial opportunity, impacts to dispersed recreation, and impacts to water resources.

3.10.7. The signers of this Accord understand that NEPA requires a full analysis of alternatives

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and environmental impacts. Subject to NEPA analysis, the signers of this Accord agree that trams, ski lifts, or other aerial modes are not recommended. Similarly, alternatives that would create increased capacity for single-occupancy vehicles are not preferred transportation options (in the context of moving people in Little Cottonwood Canyon).

3.10.8. It is recommended the NEPA process address the following questions:

- To what extent should single-occupancy vehicles be restricted or charged with fees?
- Should the transportation alternative include an independent guideway? If so, should it be on the road, near the road, or in a separate alignment outside avalanche paths?
- How can the road and selected transportation alternative be protected from avalanches?
- How can parking needs be reduced for the various alternatives?
- How can we maintain convenient access points and reasonable cost for canyon users?

### 3.11. BIG COTTONWOOD TO PARK CITY

3.11.1. The signers of this Accord agree to further study the economic, transportation, community, and environmental detriments, benefits and impacts (both positive and negative) of a wide range of non-auto-based options to connect Park City with Big Cottonwood Canyon. The study will include an analysis of carrying capacity for the broader Park City Community.

3.11.2. Summit County, Park City, Salt Lake County, Salt Lake City, U.S. Forest Service, the environmental community WFRC, and the Ski Resorts will develop a scope for further study and suggest next steps.

3.11.3. The study described above will be conducted through a local process (not a NEPA process) under the direction and control of the parties listed in Section 3.11.2 above. The signers of this Accord agree that the intent of this effort is to gather information and facts, and no party will have any obligation to act on the information gathered.

3.11.4. The signers of this Accord agree to actively support maintaining Guardsman Pass Road in its current management in winter (closed).

### 3.12. PARLEY'S CORRIDOR

3.12.1. With the goal of connecting economic centers and recreational nodes within the Wasatch Front and Back, the signers of this Accord agree to support an Alternatives Analysis to evaluate connections between the Salt Lake Valley and the greater Park City area. The Alternatives Analysis will consider modes, corridors and termini between Salt Lake City and Salt Lake County and the greater Park City area.

3.12.2. The intent of the Alternatives Analysis is to obtain concurrence on a Locally Preferred Alternative that more specifically addresses short and long-term mobility needs on regional travel corridors, which may include, but are not limited to, I-80, SR-224, SR-248, US-40, Foothill Boulevard, 3300 South, and I-215. It will also consider multi-modal bicycle and pedestrian connections, including regional trails. Upon adoption of a Locally Preferred Alternative by the affected jurisdictions, and if a federal action is identified, the signers of this Accord support initiating the NEPA environmental review process for

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proposed operational and infrastructure improvements with a subsequent goal of obtaining approval of a project that is consistent with Mountain Accord's vision and goals.

3.12.3. The Alternatives Analysis effort will include a review of wildlife corridors identified by the Environmental Dashboard or other related efforts and will consider opportunities to integrate safe passage of wildlife and other environmental mitigation into final recommendations.

3.12.4. A taskforce with representatives from Salt Lake City, Salt Lake County, Park City, Summit County, Utah Department of Transportation, Wasatch Front Regional Council, Utah Transit Authority, and potentially others will undertake this effort.

**3.13. — MILLCREEK CANYON**

3.13.1. The signers of this Accord support piloting and potentially implementing a shuttle providing service in Millcreek Canyon, with service to start before the summer of 2017, as recommended by the Millcreek Canyon Transportation Feasibility Study completed in 2012. Incentives for using shuttle rather than private vehicles will be explored.

3.13.2. The signers of this Accord agree to work in good faith toward improvements to the road cycling and pedestrian environment in Millcreek.

**3.14. — TRAILS AND CYCLING**

3.14.1. The signers of this Accord agree to support development and implementation of a comprehensive trail and cycling plan for the Central Wasatch Mountains.

3.14.2. The trail plan will:

- build on the Trails Implementation Plan developed by Trails Utah;
- be developed in coordination with decisions regarding federal land designations (it could be included as a part of the U.S. Forest Service management plan);
- contemplate a trail network that connects residents and communities, recreation nodes, and future transit stations; and
- consider the overall balance and availability of multi-use trails and hiking-only trails, consider multiple user groups such as hikers, bikers, skiers, and climbers, and consider mitigation for user conflicts.

3.14.3. The road cycling plan will contemplate connections to recreation nodes and future transit stations and will address road cycling needs in Big Cottonwood Canyon, Little Cottonwood Canyon, Millcreek Canyon, and Parley's Canyon (including the approaches to each canyon).

3.14.4. Trail components recommended in the Trails Implementation Plan and hard surface road cycling facilities will be considered in the Cottonwood Canyons NEPA process and Parley's Corridor Alternatives Analysis.

3.14.5. The signers of this Accord agree to take immediate actions to support certain trail components that are ready for construction, including the Grit Mill trail and Utah Olympic Park to Mid Mountain Trail.

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**3.15. NEPA PROCESS FOR COTTONWOOD CANYONS**

- 3.15.1. The signers of the Accord recommend that the applicable federal agencies include the land exchanges and designations described in this Accord within the NEPA process described in Section 3.10 for the transportation alternatives in the Cottonwood Canyons.
- 3.15.2. The signers of this Accord, in accordance with the National Environmental Policy Act, support a NEPA process that is open, transparent, and comprehensive in scope, and an Environmental Impact Statement that is streamlined, public friendly, and includes the existing conditions, goals, and relevant metrics developed through the Mountain Accord effort to the extent possible.
- 3.15.3. The signers of this Accord request that the federal agencies issue a Notice of Intent as soon as possible and with the goal that the NEPA process be completed before December 2016.
- 3.15.4. The signers of this Accord recommend that the NEPA decisions regarding transportation and land exchanges be made together, to ensure that land exchanges do not preclude or otherwise influence transportation alternatives.
- 3.15.5. It is recommended that either the NEPA process or a separate study analyze the capacity of the environmental resources (biological, flora, fauna, watershed) in the Cottonwood Canyons to remain healthy under increasing recreational use. The study should include an evaluation of the social capacity of recreation amenities such as trails to handle increasing use while maintaining a range of recreational experiences.

**3.16. ENVIRONMENTAL MONITORING, ADAPTIVE MANAGEMENT, and RESTORATION**

- 3.16.1. As recommended by the Mountain Accord Environmental Committee, an Environmental Dashboard will be developed and made available for integration into the NEPA decision-making process and other studies identified above. Actions identified above will include potential mitigation to improve environmental conditions as measured by the Dashboard. An Adaptive Management Plan will be developed that addresses changes in use and environmental conditions as measured by the Dashboard.
- 3.16.2. The Environmental Dashboard is the basis for development of a landscape-level restoration and mitigation plan that addresses watershed protection, contaminated soils/historic mining activities, lands with invasive weeds, impaired streams, roadside mitigation/stabilization, safe passage for wildlife, and other areas of the environment that are in a degraded condition.
- 3.16.3. The Environmental Sub-Committee developed the scope of work and will be initiated in Fall 2015.

**3.17. GOVERNANCE AND FUNDING**

- 3.17.1. In recognition of the challenges inherent in implementing an integrated set of actions across a large number of jurisdictions, and in accordance with the recommendations from the Recreation and Environment Committees, the signers of this Accord agree to study and consider options for continued multi-jurisdictional coordination, collaboration, and

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communication, including a potential governance structure that includes elected officials, or their designees, accountable to the public, that can facilitate achieving the intended outcomes of the Accord and adapt to changing circumstances.

3.17.2. The signers of this Accord agree to work together in good faith toward obtaining additional resources, including but not limited to, funding and authority necessary to prepare studies, perform environmental work, assist with year-round management and operations, safety, security, visitor services, environmental monitoring and restoration, purchase of private lands, trail development, and transportation solutions identified in this Accord. Management and operations could include improving sanitary conditions, mitigating erosion and compaction, controlling weeds, and mitigating the impacts caused by dispersed activities in sensitive wetland, riparian, and alpine ecosystems. The signers of this Accord agree to conduct an analysis of funding options and to identify funding solutions on a fiscally constrained basis.

3.17.3. The signers agree that municipal authority to regulate watersheds on the Wasatch Front should be maintained. The signers agree that a regional approach to land use jurisdiction within the mountainous areas on the Wasatch Front (except for areas within existing municipal jurisdiction) should be maintained.

3.17.4. Mountain Accord decisions are consensus-based and do not supersede the authority of federal, state, and local jurisdictions. Local government signatories are encouraged to support the actions described in this Accord through zoning, general plans, or other available tools. However, local jurisdictions are not obligated to implement actions with which they are not in agreement. Disagreements should be disclosed to the Mountain Accord Executive Board.

### 3.18. PUBLIC ENGAGEMENT AND TRANSPARENCY

3.18.1. The signers of this Accord agree to continue to build upon public engagement efforts, to maintain public transparency, and to implement a disclosure procedure for conflicts of interest for future efforts.

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**Accord Signatures from Website**

<b>First Name</b>	<b>Last Name</b>	<b>Date</b>
Jason	Burningham	3/2/2016
Carolyn	Hoffert	23/12/2015
Todd	Evans	22/12/2015
Earl	Lewis	1/12/2015
Patrick	Matheson	13/11/2015
Rod	Read	5/11/2015
Justin	Runyan	4/11/2015
Robert	Smith	2/11/2015
Mindy	Fauntleroy	1/11/2015
Laurence	Renzetti	31/10/2015
Richard	Webb	21/10/2015
Denzel	Rowland	31/10/2015
Henry	Whiteside	30/10/2015
Bertrand	Serlet	30/10/2015
Daniel	Freifeld	30/10/2015
Samantha	Goldstein	28/10/2015
Jennifer	Lecker	15/10/2015
Phyllis	Anderson	14/10/2015
Robert	Ett	13/10/2015
Nick	Duerksen	13/10/2015
John	Van Hoff	13/10/2015
James	Mulcare	13/10/2015
John	Knoblock	13/10/2015
Beat	von Allmen	13/10/2015
Pierre	Askmo	13/10/2015
Dixie	Huefner	13/10/2015
Brian	Stillman	13/10/2015
Merrill L	Johnson	13/10/2015
Barbara	Cameron	12/10/2015
Mark	Mylar	12/10/2015
Jim	Byrne	12/10/2015
Nancy	Pinnell	29/09/2015
Kirk	Nichols	27/09/2015
Eileen	White	27/09/2015
Matthew	Webb	26/09/2015
Robert	Smith	26/09/2015
Brian	Stillman	26/09/2015
Trudy	Bach-Whitehead	26/09/2015
Dianne	Gaschler	26/09/2015
Naomi	Franklin	26/09/2015
Anne	Zeigler	26/09/2015
John	Worlock	25/09/2015
James	Mulcare	25/09/2015
Mark	Barone	25/09/2015

Jack	Crognale	<del>25/09/2015</del>
Daintrie	Zega	<del>25/09/2015</del>
Lucif	Keough	<del>25/09/2015</del>
Albert	Schmidt	<del>31/08/2015</del>
Diane	Hamiton	<del>31/08/2015</del>
Debbie	Baskin	<del>25/08/2015</del>
Albert	Schmidt	<del>22/08/2015</del>
Kathleen	Freeman	<del>3/8/2015</del>
Tegan	Feudale	<del>27/07/2015</del>



**ATTACHMENTS**

1. Executive Board Membership
2. Existing Conditions
3. Proposed Federal Designation and Land Exchange
4. Land Exchange Detail
5. Intended Outcomes
6. Resort Area Development
7. Transportation Connections

**INCORPORATED BY REFERENCE**

1. Mountain Accord Program Charter
2. Mountain Accord Existing Conditions and Future Trendlines Report
3. Mountain Accord Vision, Goals, and Metrics
4. Mountain Accord Idealized Systems Reports
5. Mountain Accord Trails Implementation Plan



**Attachment 1: Mountain Accord Executive Board (July 2015)**

<b>Cities/Counties</b>	
Mayor Ben McAdams, Chair	Salt Lake County
Councilmember Chris Robinson, Vice-Chair	Summit County
Mayor Ralph Becker	Salt Lake City
Councilmember Andy Beerman	Park City
Mayor Kelvyn Cullimore	Cottonwood Heights
Mayor Tom Dolan	Sandy City
Mike Kohler	Wasatch County (non-participating after Phase I)
Mayor Tom Pollard	Town of Alta
Mayor Troy Walker	Draper City (Phase II participant)
<b>Local Districts/MPOs</b>	
Michael Allegra	Utah Transit Authority
Andrew Gruber	Wasatch Front Regional Council
Mike Wilson	Metro Water District Salt Lake /Sandy
<b>State Government</b>	
Nathan Lee	Utah Department of Transportation
Alan Matheson	State of Utah, Governor's Office
TBD	Governor's Office of Economic Dev. (Phase II participant)
<b>State Legislators</b>	
Representative Johnny Anderson	Utah Legislature
Representative Brad Dee	Utah Legislature
President Wayne Niederhauser	Utah Legislature, Senate President
<b>Federal Government</b>	
Linda Gehrke	Federal Transit Administration (non-signatory)
Ivan Marrero	Federal Highway Administration (non-signatory)
Dave Whittkiend/ Cathy Kahlow	US Forest Service (non-signatory)
<b>Private Entities</b>	
Lane Beattie/ Justin Jones	Salt Lake Chamber of Commerce
Jean DeGiorgio	The Nature Conservancy (Phase II participant)
Carl Fisher	Save Our Canyons
Peter Metcalf	Outdoor Industry Association
Nathan Rafferty	Ski Utah

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