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MARY ANN TRUSSELL, SUMMIT COUNTY RECORDER
FEE 0.00 BY SUMMIT COUNTY CLERK

DEVELOPMENT AGREEMENT FOR THE SILVER CREEK VILLAGE SPECIALLY PLANNED AREA

SNYDERVILLE BASIN, SUMMIT COUNTY, UTAH

THIS DEVELOPMENT AGREEMENT for the Silver Creek Village Specially Planned Area ("Development Agreement") is made and entered into effective as of the 4th day of August 2015 (the "Effective Date"), by and between SUMMIT COUNTY, a political subdivision of the State of Utah, by and through its County Council (the "County") and LIBERTY CAPITAL LENDING, LLC, a Utah limited liability company and GAYLE LARSEN ("Developers" or sometimes each a "Developer"). The County and the Developers are sometimes referred to herein individually as a "Party" and collectively as the "Parties."

RECITALS

A. Developer desires to develop a real estate project to be known as Silver Creek Village ("Silver Creek Village"), on 244 acres of land situated in the Snyderville Basin of Summit County, Utah, located generally on the southeast corner of Highway 40 and Interstate 80, as more particularly described in Section 2.2 herein ("Project"). The Developers of the Project consist of Liberty Capital Lending comprising roughly 219 acres and Gayle Larsen comprising roughly 25 acres.

B. The County has approved a Specially Planned Area Zone District ("SPA"), for the Project which sets forth therein such land use classifications, residential and commercial densities, and development locations as are permitted under this Development Agreement.

C. This Development Agreement identifies the standards and procedures that will be applied to the required administrative approvals contemplated in connection with the future development of the Project, as well as the construction of improvements of benefit to the Project and to address requirements for certain community benefits.

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D. The County has established the Silver Creek Village SPA under the SPA provisions of the 1998 Snyderville Basin Development Code ("Vesting Code") and the 1997 General Plan for the purpose of implementing development standards and processes that are consistent therewith. In doing so, the County found that the Project was vested to proceed under these former land use regulations.

E. In connection with entering into this Development Agreement, the County desires to receive certain public and community benefits and amenities and the Developers are willing to provide these benefits and amenities in consideration of the agreement of the County for increased densities over base density and intensity of uses in the Project pursuant to the terms of this Development Agreement.

F. This Development Agreement, which implements Silver Creek Village SPA, provides detailed data regarding the site plan, open space, architecture, Developer obligations and contributions and other relevant data relating to the Project. The County and the Developer agree that each shall comply with the standards and procedures contemplated by the Silver Creek Village SPA as described in this Development Agreement and its accompanying Exhibits, the current Snyderville Basin Development Code ("Code"), and the current General Plan with respect to all required development approvals.

G. The County, acting pursuant to its authority under Utah Code Ann. § 17-27a-101, et. seq., the Code, and the General Plan, has made certain determinations with respect to the proposed Project, and in the exercise of its legislative discretion has elected to approve the use, density, and general configuration of the Project pursuant to the Silver Creek Village SPA and as outlined in the Silver Creek Village Book of Exhibits, which is attached hereto and incorporated by reference herein, resulting in the negotiation, consideration and approval of this Development Agreement after all necessary public hearings.

FINDINGS

The County Council of Summit County, Utah (the "County Council"), acting in its legislative capacity, has made the following determinations with respect to the Silver Creek Village SPA for the Project, including all findings of fact and conclusions of law as are necessary to make each of the following determinations:

1. Following lawfully advertised public hearings on February 9th, June 3rd, and July 27th, 2010, the Project received a recommendation for approval of the Silver Creek Village SPA by action of the Snyderville Basin Planning Commission ("Planning Commission") taken on August 24, 2010. The County Council held a lawfully advertised public hearing on September 14, 2011, and during a lawfully advertised public meeting on September 28, 2011, approved the Silver Creek Village SPA under the process and procedures set forth in the 1998 Code and 1997 General Plan. On July 31, 2013 the applicants requested an extension for the approval of the Development Agreement which implements the Silver Creek Village SPA, set to expire with the County on September 28, 2013 and were granted a one year extension by the County Council.

On September 3, 2014, and again on March 25, 2015, the County Council approved additional extensions of time until May 31, 2015 in which to have approved this Development Agreement.

Further, the County Council held a lawfully advertised public hearing on March 25, 2015. Thereafter, on June 3, 2015, the County Council approved the terms and conditions of this Development Agreement. In making such approval, the County Council made such findings as are required as a condition to the approvals, as reflected in the minutes of the above-referenced public meetings, and as reflected by the other enumerated findings herein.

2. The Project involves a phased development that has a cumulative proposed project size in excess of 200 acres.

3. The Project, as reflected in and conditioned by the terms and conditions of this Development Agreement, is in conformity with the General Plan, any existing capital improvements programs, the provisions of the Code, to include concurrency and infrastructure requirements, and all other development requirements of the County.

4. The Project contains outstanding features which advance the policies, goals and objectives of the General Plan beyond mere conformity, including the following: (i) agreements with respect to design controls and limitations to minimize the visual impact of the development; (ii) the clustering and appropriate location of density preserving contiguous and meaningful open spaces, (iii) the creation of a significant trail system and park area connections and improvements; and (iv) the provision for unique facilities and amenities to offset development impacts.

5. There exist adequate provisions for mitigation of all fiscal and service impacts on the general public, the County, and its Special Districts.

6. The Project meets or exceeds the development quality and aesthetic objectives of the General Plan and Code, is consistent with the goal of orderly and appropriately placed growth in the Basin, and minimizes construction impacts on public infrastructure within the Basin.

7. There will be no construction management impacts that are unacceptable to the County.

8. The Developer has committed to comply with all appropriate concurrency and infrastructure requirements of the Code, and all appropriate criteria and standards described in this Development Agreement, including all applicable impact fees to the County and its Special Districts.

9. The proposed development reasonably assures that life and property within the Snyderville Basin is protected from any adverse impact.

10. The Developer shall take appropriate measures to prevent harm to neighboring properties and lands, from development, including nuisances.

11. This Development Agreement implements the Silver Creek Village SPA.

12. This Development Agreement shall govern the development and improvement of the Project from and after the Effective Date.

13. The increased densities and intensity of uses in excess of the base densities and uses within the Project are established pursuant to the Snyderville Basin Development Potential Matrix ("Development Potential Matrix"), as approved by the Silver Creek Village SPA, Ordinance #837. The Project as set forth in this Development Agreement complies with all mandatory requirements of the Development Potential Matrix.

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AGREEMENT

NOW, THEREFORE in consideration of agreements and obligations set forth below, and in reliance upon the findings and recitals set forth above, the County and the Developer hereby agree as follows:

SECTION 1
Certain Definitions with respect to this Development Agreement.

1.1 Allowed Uses. Those specific uses allowed within the Silver Creek Village as defined within this Development Agreement.

1.2 Area Median Income (AMI). The Summit County median income as determined annually by the Department of Housing and Urban Development.

1.3 Assisted Living Residences or Facility. A residential facility or facilities that provide supervision or assistance with activities of daily living (ADLs); coordination of services by outside health care providers; and monitoring of resident activities to help to ensure their health, safety, and well-being.

1.4 Blocks. Each Block is comprised of Parcels as identified in Exhibit C1.

1.5 Book of Exhibits. The Book of Exhibits shall be deemed a part of this Development Agreement and consist of the exhibits identified in Section 2.7 below.

1.6 Building Permit. A permit issued pursuant to the requirements of the Snyderville Basin Development Code, International Building Code and related building codes as applicable in the Snyderville Basin Planning District, including permits for grading, footings and foundations and construction of other improvements.

1.7 Civic Uses. Buildings or facilities generally for non-commercial use by residents within the Project or adjacent neighborhoods or to serve residents within the Project or adjacent neighborhoods such as schools, churches, community center, public service building, arts or other cultural facilities.

1.8 Code. The Snyderville Basin Development Code, adopted December 2004, as amended and updated.

1.9 Commercial Unit. A unit designated for commercial use within the Project such as office, shops, stores, cafes, restaurants, and health and fitness spaces. Approved commercial uses include those uses identified in Exhibit D1.

1.10 Community Park. A park to be located on Parcels 11.3 and 10.1, and dedicated to the Snyderville Basin Special Recreation District ("SBSRD"). This Community Park is intended to serve not only the Silver Creek Village area but also the greater Snyderville Basin community.

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1.11 Community Trail. The main perimeter trail depicted on Exhibit F3 and designed to benefit the entire Snyderville Basin community and provide connection to the area wide Basin trail network. The Community Trail does not include the interior Neighborhood Trails.

1.12 Condominium Hotel. A residential building comprised of condominium units that are wholly owned but may be rented on a nightly basis, with a registration desk at the entrance.

1.13 Condominium Unit. A residential building comprised of residential units with individual air space within a structure, together with an interest in the common elements appurtenant to said units. Commonly has a shared point of access for units.

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

1.15 Deed Restrictions. Affordable housing deed restrictions approved by the County and Mountainlands Community Housing Trust or other similar non-profit organization approved by the County prior to recording against property and lots within the Project setting forth the terms, conditions and restrictions related to the occupancy and sale of the workforce units constructed in the Project as set forth in the Code. Unless subject to the waterfall provision described in Section 5.2.2.6 of this Agreement, the term of the deed restrictions shall be a minimum of 60 years and shall have provisions to automatically extend them unless affirmatively terminated by the County or its successor in interest.

1.16 Design Review Committee (DRC). The committee of the Master Homeowner Association for Silver Creek Village designated to review site and building plans and enforce the requirements of the private architectural design standards and this Development Agreement. This committee will be comprised of two (2) persons selected by Developer and one (1) by the Director, each with varied local design, development and real estate expertise. The DRC will be established prior to the submission of the first development application within the Project.

1.17 Developers. From and after the Effective Date of this Development Agreement, the term "Developers" shall mean (i) Liberty Capital Lending, LLC and Gayle Larsen, so long as such person(s) owns fee title property within the Project, or has the contract right to acquire fee title to such property, or (ii) a purchaser or transferee of a Parcel or portion of the Project, but only to the extent so transferred in accordance with the provisions of Sections 7.2 and 7.3 hereof. Developer shall never mean the purchaser of a developed product such as a Condominium Unit, Commercial Unit, improved lot or Single Family Unit.

1.18 Development Agreement. The original Silver Creek Village SPA as implemented through this Development Agreement, which may also be referred to hereinafter as the "Agreement".

1.19 Development Improvements Agreement. An agreement incorporating approved development plans and by which Developer covenants to complete all required development improvements no later than twenty-four (24) months following the date upon which a subdivision or dedication plat is approved and recorded unless an extension is permitted by the

County Manager upon written request of Developer. The agreement must be approved by the County Manager and may also require Developer to complete and dedicate public improvements. Such agreements are governed by Chapter 6 of the Code.

1.20 Development Standards. Those requirements governing the site and architectural design of structures and the development of other improvements on the Project which is provided in Exhibit I1.

1.21 Director. The Summit County Community Development Director.

1.22 General Plan. The Snyderville Basin General Plan of the County.

1.23 Hotel. A commercial building containing hotel/lodging units and accessory space and uses.

1.24 Land Use Laws. Zoning, subdivision, development, growth management, platting, environmental, open space, transportation and other land use plans, policies, ordinances and regulations existing and in force for the County as of the date of this Development Agreement, as may be amended from time to time.

1.25 Land Use Plan. The Land Use Plan is found at Exhibit B1 and depicts and describes the Parcels, Blocks, land uses, roadway circulation, and other configuration and development details for the Project.

1.26 Live-Work Unit. A single unit (studio, loft or condominium) consisting of both a commercial/office and a residential component that is occupied by the same resident.

1.27 Loft. A residential unit located above a commercial/office use or other loft or live/work unit.

1.28 Multi-Family Unit. A residential unit that is adjoined to at least one other residential unit in either a side by side (townhome) or stacked (condominium, loft and/or apartment) configuration. Also may be called a single family attached unit. Generally each unit has its own outdoor access unless in a condominium or apartment configuration. May also be called row house, brownstone, patio home, loft, or flat.

1.29 Neighborhood Park. An approximately 14 acre park located on Parcel 21.2 to provide a mix of active and passive recreation with limited programming and should not be intended to attract users from outside of the Project.

1.30 Neighborhood Trails. Trails internal and within the Project to connect village neighborhoods and intended for use by Silver Creek Village residents.

1.31 Open Space. Land within Parcels 1.3, 2.5, 10.1, 16.3, 16.4, 20.3, 23.5, 24.3, 25.3, 26.4, and 31.3 which is unoccupied and unobstructed by any above ground buildings including,

without limitation all such open and unobstructed areas adjacent to or part of Parcels dedicated to special service districts, civic uses or any other development parcels, slope areas, landscaped areas or strips of land between buildings and between paved parking areas and access lanes, areas left or replanted in natural vegetation, setback areas that are not used for actual parking and other similar open and unobstructed areas and as defined by the Code. Open Space may not include landscape islands within parking lots as per Code but does include all areas within park, civic and open space parcels, including paved trails, playground equipment and recreational amenities located in schools and parks. At the option of Developer, Open Space may be held in conservation easements so as to ensure its maintenance in perpetuity.

1.32 Parcel. An area of property within a "Block" described on Exhibit C1 and depicted within the Land Use Plan in Exhibit B1.

1.33 PassivHaus. See definition in Section 5.1.

1.34 Phase. An area of development within the Project which includes less than the entire Project.

1.35 Planning Commission. The Snyderville Basin Planning Commission.

1.36 Pocket Park. Parks located on Parcels 6.5, 8.2, 18.4 and 32.3 meant to serve residences within ¼ mile of said park. Uses should vary and should provide recreational opportunities that serve the specific needs of the residences surrounding it. Pocket Parks are often located along trails or greenbelt corridors.

1.37 Project. The development of approximately 244 acres of land and appurtenant real property rights located in Summit County, Utah, the legal description of such land is identified in Exhibit A1. The Project is sometimes referred to as "Silver Creek Village".

1.38 Public Facilities. The arterial and access roads and the other public infrastructure or public service facilities serving the Project.

1.39 Residential Unit. A dwelling unit that may be used as a primary or secondary residence and may be rented and or sold. Units may be single family or multi-family.

1.40 Silver Creek Village SPA. The designation of the Project through the adoption of Ordinance #837 for the purposes of designating a comprehensive development plan specifically required to implement the unique uses, densities, development locations, and programs and other features of the Project. Silver Creek Village SPA is referred to at times as the SPA.

1.41 Silver Creek Village Owners Master Association ("Owners Association"). An owner's association as set forth in Section 2.18.

1.42 Single Family Unit. A residential unit that stands alone (or is detached from other residential units) on a lot or development parcel and is occupied by a single family or household. May also be called a single family detached unit, cottage home, garden home, or villa.

1.43 Sketch Plan. An informal presentation of materials preparatory to an application for site plan or subdivision plat review and consideration by Summit County. A Sketch Plan may contain sufficient information, in graphic and text form, to adequately describe the applicant's intentions with regard to site layout and compliance with this Agreement, the Code and the General Plan.

1.44 Temporary Nursery. Temporary on-site facility for the nurturing and growth of plant material to be used by the Developer of Silver Creek Village within roadways and development parcels throughout Silver Creek Village only. Nursery may provide retail services to other developers and/or development parcels but is not intended to provide retail services to Silver Creek Village residents.

1.45 Turf. Seeded or sodded grassy area generally mowed/maintained at a height that is conducive for active or passive uses and such area is generally spray irrigated.

1.46 Vesting Code. The Snyderville Basin Development Code adopted March 9, 1998.

1.47 Village Commercial. Commercial uses scaled to provide services to the residents of Silver Creek Village. Village Commercial uses shall be approved as per the Allowed Uses – Exhibit D1, which exhibit identifies "Allowed", "Low Impact", "Conditional" and "Temporary" uses.

1.48 Workforce Unit Equivalent (WUE). As defined in the current Code. One WUE is equal to "a two bedroom unit with 900 square feet of net livable space, measured interior wall to interior wall." Multiple smaller units together may constitute one WUE, or fewer larger units, according to the conversion in the Table below:

Workforce Unit Equivalent Conversion

Unit Type	Minimum Size	Number of Units per WUE
Dormitory	150 square feet per bed	6 beds per unit
Single Room Occupancy	275 square feet	3.25
Studio	400 square feet	2.25
One Bedroom	650 square feet	1.38
Two Bedroom	900 square feet	1.0
Three Bedroom	1150 square feet	.78
Four Bedroom	1400 square feet	.64

All other definitions within this document not included herein shall be as defined within the Code.

SECTION 2
The Project.

2.1 Compliance with Local Laws and Standards. The County has reviewed the Vesting Code and the 1997 General Plan and has determined that the Project substantially complies with the provisions thereof and hereby finds that the Silver Creek Village SPA is consistent with the purpose and intent of the relevant provisions of the 1997 General Plan and the Vesting Code. The Parties agree that the omission of a limitation or restriction herein shall not relieve the Developers of the necessity of complying with all applicable County Ordinances and Resolutions not in conflict with the provisions of this Development Agreement, along with all applicable state and federal Laws.

2.2 Legal Description of the Project. The legal description of the Silver Creek Village is set forth in Exhibit A1 of the Book of Exhibits. Unless expressly set forth in this Development Agreement, this Development Agreement shall not affect any land other than the Project.

2.3 Approved Density, Use and Configuration. Any owner of a portion of the Project shall vest with respect to the uses, densities, configuration, massing, design methods, development standards, processes, road placements and designs (including size of road), road connections, single and multifamily residential uses, commercial and institutional uses, and other improvements reflected in the Silver Creek Village SPA, the Book of Exhibits and all other provisions of this Development Agreement, which are platted prior to the expiration of this Development Agreement.

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2.3.1 Approved Density. The approved densities for the Project shall be comprised of the following unit types, although adjustments to the total density for each type of units are allowed so long as they do not exceed the Total Residential Units stated below.

Village Commercial	50,000 SF
Multi Family Units	939
Single Family Units	351
Total Residential Units	1,290

2.3.2 Land Uses within Project. The approved land uses within the Project are those identified in the Land Use Plan, attached as Exhibit B1, and which are further defined in Exhibits C1 and D1 – D4. Development within Parcels within the Project must conform to the standards within this Development Agreement, including the Parcel Standards in Exhibit C1, and applicable Code requirements.

2.3.3 Village Commercial Unit Equivalents. Developer may seek to convert residential units into commercial square footage only through an amendment of this Agreement, which amendment would be a Substantial Amendment under Section 8.28.1

2.3.4 Conversion of Approved Commercial Square Footage to Residential Units Prohibited. Residential units may not be created by reducing Commercial Square Footage below the minimum threshold of 50,000 square feet.

2.3.5 Condominium Hotel Density. Each for sale unit within a Condominium Hotel shall count as one residential unit of density regardless of unit size. Condominium Hotel uses are allowed only in the VMU land use areas described in Exhibits D1 and B1.

2.3.6 Assisted Living Density. Personal living space within an Assisted Living Facility shall qualify as residential density. Density for each unit within an Assisted Living Residence or Facility shall be calculated at 1,300 SF unit = 1 unit of density. Any units smaller or larger than 1,300 SF shall be counted on a proportionate scale:

e.g. 429 SF unit = .33 units of density
1,730 SF unit = 1.33 units of density, etc.
Personal Living Space shall be considered that area that is considered personal living space and does not include common area square footages, or other common or group amenities within a facility.

2.3.7 Accessory Dwelling Unit (ADU). An ADU is an accessory residential use on the same lot as the main dwelling unit on Single Family Lots that exceed 4,500 SF. ADU setbacks shall be as identified in the Design Standards, Exhibit I1. No more than one ADU shall be permitted on a lot. An ADU shall conform to the criteria outlined in the Code with the exceptions noted above. ADU's may be counted toward the WUE requirements of the Project but are not counted as a market rate unit.

2.3.8 Monitoring of Density. Annually the Developers shall prepare a report that summarizes the scope of development undertaken within the Project over the previous 12 month period and shall submit it to the Director. The report shall be filed together with the report described in Section 8.17 below. The report shall identify the number of developed and constructed units including retail, civic and residential uses, unit types, unit square footages and Open Space provided.

2.4 Development Configuration of Silver Creek Village. The approved development configuration for the Project is depicted on the Land Use Plan attached as Exhibit B1. Except as modified herein, the Land Use Plan reflects the location and configuration of residential and commercial development, amenities within Silver Creek Village, and the location and configuration of Public Facilities serving Silver Creek Village.

2.5 Phase I Road and Park Dedication Plat. By entering into this Development Agreement, the County hereby approves the Phase I Road and Park Dedication Plat, a copy of which is attached as Exhibit L1.

2.6 Developers' Discretion. Nothing in this Agreement shall obligate the Developer(s) to construct the Project in any particular Phase, and the Developer(s), as the case may be, shall have the discretion to determine whether to construct a particular Parcel or Block based on such Developers' business judgment; *provided, however*, that once construction has begun on a specific subdivision plat or site plan, the relevant Developer shall have the obligation to complete the improvements associated with such plat or plan, including all associated community benefits as described and scheduled within this Agreement.

2.7 Specific Design Conditions. The development of Silver Creek Village will conform to, and comply with, the concepts and requirements set forth in the Book of Exhibits. The Book of Exhibits includes the following:

Exhibit A1	Boundary Survey and Legal Description
Exhibit B1	Land Use Plan
Exhibit C1	Parcel Standards
Exhibit D1	Allowed Uses
Exhibit D2	Allowed Uses – Definitions
Exhibit D3	Allowed Uses – Definitions
Exhibit D4	Allowed Uses – Definitions
Exhibit E1	Village Designation
Exhibit F1	Illustrative Plan
Exhibit F2	Building Use Plan
Exhibit F3	Trails and Open Space Plan
Exhibit F4	Village Main Street Plan
Exhibit F5	Amenity Plan
Exhibit F6	Village Green Plan
Exhibit F7	Petrified Wood Park and Community Gardens Plan

Exhibit F8	Neighborhood Park Plan
Exhibit F9	Civic Parcels Plan
Exhibit F10	Community Park Parcel
Exhibit F11	Project Signage / Wayfinding Precedent Imagery
Exhibit F12	Wetland Exhibit
Exhibit G1	Roadway Master Plan
Exhibit G2	Roadway and Parking Standards
Exhibit G3	Snow Storage Plan
Exhibit G4	Designated On-Street Parking Plan—Winter
Exhibit H1	Master Grading and Drainage Plan
Exhibit H2	Master Sewer and Water Plan
Exhibit I1	Development Standards
Exhibit J1	LEED Neighborhood Development (ND) Checklist
Exhibit K1	National Green Building Standard (NGBS) For Land Development Checklist
Exhibit L1	Phase I Road and Park Dedication Plat
Exhibit M1	Memorandum of Understanding between Developers and SBSRD
Exhibit N1	Horrocks Traffic Analysis

To the extent there is any ambiguity or conflict between the provisions of the Book of Exhibits and this Development Agreement, the provisions of this Development Agreement shall take precedence.

2.8 Consistency with Land Use Plan Required. Development plats and site plans shall be consistent with the Land Use Plan and must be approved in compliance with the Development Code in effect at the time of review for each phase, development and new construction within the Project.

2.9 Land Use Plan Modifications.

2.9.1 Technical Modifications. Developer shall develop the Project in accordance with the configuration shown on the Land Use Plan. Technical Modifications (defined below) to the configurations depicted thereon shall be permitted without requiring an amendment of this Agreement where the modification is requested by the Developer owning the property underlying the area of the proposed change and is based on specific engineering and/or geotechnical analysis undertaken at the time specific Parcels are proposed for platting and development. In order for a modification to qualify or be defined as a "Technical Modification", it must be a *de minimus* modification as set forth below. A Technical Modification cannot increase the density or uses within a Block, cannot decrease the Open Space within the Project, nor can it vary the configuration of a Block by more than twenty percent; it being the intent of the Parties that any modification varying the configuration of a Block by more than twenty percent is a Material Modification (defined below in Section 2.9.2), and that uses and densities are approved and limited by this Agreement, including Sections 2.3.1 and 2.3.2. Every Technical Modification shall be processed in accordance with Section 8.28.2 and every approved

Technical Modification shall be reflected in a recorded subdivision plat or site plan, or in a notice of technical modification.

2.9.2 Material Modifications. Any proposed "Material Modification" (defined as a modification that is not a Technical Modification) to the Land Use Plan, or any modification not qualifying as a Technical Modification under Section 2.9.1 above, shall require a Substantial Amendment to the Land Use Plan as that term is defined in Section 8.28.1 below.

2.10 Mixed Use Component. The Land Use Plan identifies a portion of the Project that is planned to contain a mixed use development area. It is understood that this area may contain both a vertical and horizontal mix of commercial and residential uses, public gathering spaces, on street parking and shared parking as outlined in this Agreement.

2.11 Roadway Standards. The Summit County Engineer and the Public Works Department have reviewed and approved the Project's public Roadway and Parking Standards as shown in Exhibit G2. These standards shall be applied to the Project as identified in the Roadway Master Plan, Exhibit G1.

2.12 Snow Storage and Street Trees. A Snow Storage Plan has been reviewed and approved by the Summit County Engineer for the roadways and is attached as Exhibit G3. This plan includes provisions for snow storage and addresses on-street parking in winter months. The Developers and the County will continually evaluate snow storage practices and adjust as necessary as the Project develops. Each proposed site plan or plat will have to comply with the snow storage areas requirements in the Code.

2.12.1 Silver Creek Village Homeowners Association Responsibilities. It shall be the responsibility of the Owners Association or the individual property owners to provide snow removal and storage for all areas outside of the public rights-of-ways including alleys, residential, recreational and commercial surface parking lots, neighborhood amenities, etc. Supplemental snow removal services by the Owners Association may be required in some County owned right of way areas utilized for parking in order to maintain appropriate functionality of the spaces, specifically the parking areas identified in "Roadway 1" and "Roadway 2" sections as defined in Exhibit G2.

2.12.2 Street Trees. Street trees will be provided within the Silver Creek Village public rights-of-way as shown on Exhibit G2 of the Book of Exhibits entitled Roadway and Parking Standards. All street trees shall be planted by the Developer(s) and maintained by the Developer(s) or Owners Association. The County shall not be held liable for any damage to any landscaping located within or adjacent to the County right-of-way and replacement shall be the sole responsibility of the Developer(s) or Owners Association. This provision shall be noted on each subdivision plat.

2.13 Public Sidewalks. The Developer shall provide sidewalks for public use, the location, width, and surface of which shall be in accordance with the Development Agreement and its Book of Exhibits. Sidewalks shall be provided in conjunction with each phase or sub-

phase of development. Sidewalks that are located within the County right-of-way shall be maintained by the County after constructed. Maintenance shall only include repair and/ or replacement as necessary. Snow removal shall be the responsibility of the Owners Association or adjacent resident/homeowner/property owner.

2.14 Natural Parks, Trails and Open Space. As specific areas within Silver Creek Village develop, areas of permanent parks and trails which are specifically identified on the Land Use Plan, subdivision plats and site plans will be developed by the Developer(s). Any such space so identified shall be maintained by one or more associations or property owners within Silver Creek Village, unless dedicated to another entity by the County. As integral consideration for this Development Agreement, the Developer and/or the Owners Association agrees to preserve and maintain all areas not dedicated to SBSRD and designated as open space (active or passive) on subdivision plats or site plans implementing the Land Use Plan (including any parcels dedicated for the exclusive use of Silver Creek Village) in accordance with the requirements of the County. Notwithstanding, Developer reserves the right to assign or transfer its duty to maintain the Project open space upon donation of any parcel to a third party, so long as the Developer obtains the written consent of the County, which consent shall not be unreasonably withheld, as well as the written consent of said third party.

2.14.1 Open Space Preservation. Open Space Preservation is a major objective of the General Plan and the Silver Creek Village SPA. A significant portion of the Land Use Plan has been dedicated to the SBSRD as permanent open space in large contiguous areas to preserve near view buffers and provide meaningful open space areas as shown in Exhibit F3.

2.14.2 Community Park Dedication. As part of the Development Potential Matrix compliance for this Silver Creek Village SPA, the Developer will dedicate an approximately 79.83 acre parcel (Parcel 11.3) and an approximately 5.18 acre parcel (Parcel 10.1) for a Community Park to the SBSRD in connection with recording the First Phase Road and Park Dedication Plat. It is understood by all Parties that this Parcel shall be utilized as a Community Park and will be developed in accordance with the SBSRD Recreation and Trails Master Plan and by the separate Memorandum of Understanding (MOU) between the Developer and the SBSRD, which is set forth in Exhibit M1.

2.14.3 Trails. Exhibit F3 identifies the planned trail system for the Silver Creek Village. Easements or other conveyances for the Community Trail segments that fall outside of the Community Park or open space dedication to the SBSRD will be constructed and conveyed to the SBSRD by the Developer(s) within twenty-four (24) months from recordation of the First Phase Road and Park Dedication Plat and in accordance with the MOU. All Community Trails within the Project will be constructed by Developer(s) in accordance with the MOU, open to the public, and maintained by SBSRD.

2.14.4 School Parcel. Parcel 21.1, containing 5.00 acres is designated for a school, subject to the following conditions:

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2.14.4.1 Building. The school building is to be built upon Parcel 21.1. The adjoining Parcel 21.3 may be used for school purposes such as playgrounds, fields, and other open space uses to be built, maintained and owned by the school operator.

2.14.4.2 Two stories. Building(s) must be constructed on a minimum of two levels to minimize footprint impact, provided that the school site operator may seek relief from this two story restriction by obtaining from the County Council, in the exercise of their sole and absolute discretion, a release of said restriction.

2.14.4.3 Shared Use on Parcel 21.2. Recreation components may be provided on Parcels 21.1 or 21.3 and also may be provided on the adjacent Neighborhood Park Parcel 21.2 with use shared by the school use and neighborhood. See Neighborhood Park Plan, Exhibit F8. If a school operator and Developer decide to utilize 21.2 for school purposes, design and construction costs shall be shared by the school entity and Developer with maintenance to be the responsibility of Developer. Subject to the written consent of the County, which consent shall not be unreasonably withheld, the Developer may assign its responsibilities under this subsection to the Owner's Association.

2.14.4.4 Parking. The majority of parking, bus drop off/pick up and service access for the school use shall be provided within the school parcel designated as parcel 21.1 and remaining parking may be shared and located on Parcels 21.2 and 21.3.

2.15 Project Sign Design. Two Monument/Entry Signs from the Project are approved as part of this Development Agreement, as identified in Exhibit I1. All other signs shall meet the Code requirements for signage.

2.16 Public Utility Easements. Developers agree to grant to the County, its special service districts, and any private utility provider, including broadband service providers, which are authorized to use public utility easements to be established within this Project, perpetual rights and easements, in common with others for the benefit of properties within the Project, to install, construct, maintain and repair utility lines, fiber optic and similar cables, wires, conduits, pipes, mains, poles, guys, anchors, fixtures, supports and terminals, repeaters and such other appurtenances of every nature and description as the County may deem reasonably necessary to service Project Parcels that will be developed or improved as provided for under this Agreement, including without limitation those for the transmission of intelligence by electricity and for water, telecommunications, gas, sewage, sanitary sewer and drainage. Easements required hereunder shall be granted within 60 days of request therefor by the County of a specific alignment for such easement. The Developer of any Parcel or Block may offer suggestions for utility alignments and the easement shall be coordinated so as to not preclude the uses or

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densities approved herein. All utilities shall be located and constructed in such a way as to minimize the impact on the burdened property(s) and interference with existing or proposed improvements, as well as to not adversely impact the aesthetics of the surrounding properties and to restore and re-vegetate the area equal to or in better condition than existed. All utilities shall be located underground to the greatest extent possible.

2.17 Survival of Developers' Obligations. Notwithstanding any provisions of this Development Agreement to the contrary, and consistent with Section 8.19.2 herein, so long as this Agreement has become effective and all appeal periods have expired, and as a partial consideration for the Parties entering into this Agreement, the Parties agree that the Developer(s) obligations to provide for the County the following enumerated benefits shall survive the term of this Agreement, as defined in Section 8.5.

2.17.1 Dedication of Parcels 10.1 [Open Space] and 11.3 [Park] to the SBSRD.

2.17.2 Dedication of parcels described as Village Green, Pocket Parks, Community Gardens, Community Park, Open Space and Neighborhood Park in Exhibit C1 to community associations for their perpetual care and maintenance.

2.17.3 Construction of amenities provided for in this Agreement, including the community benefits described in Section 5, in the manner and at the times described herein.

2.17.4 Payment of impact fees to the extent such fees are payable under the terms of this Agreement and any applicable impact fee ordinance or implementing resolution.

2.17.5 Compliance with the indemnification and hold harmless provisions in Section 8.14 hereof, and the mutual release provisions in Section 8.6 hereof.

2.17.6 Construction of Workforce Housing to reach the minimum required percentage of total density constructed as identified in this Agreement.

2.17.7 Construction of any roads or public improvements identified on a recorded plat, at such time as lots or units are purchased, and as provided for in the relevant Development Improvements Agreement, unless earlier vacated prior to the sale of any lots.

2.18 Owners Association. There shall be a master association within Silver Creek Village (known as the "Silver Creek Village Owners Master Association" and referenced herein as the Owners Association), especially for the purposes of regulating and maintaining certain standards and levels of maintenance of all buildings, parking lots and landscaping within Silver Creek Village. Under certain circumstances, the Owners Association may contract or otherwise transfer maintenance responsibilities to individual associations within the Silver Creek Village SPA so long as the maintenance of all private infrastructures that are intended to serve the entirety of Silver Creek Village is retained by the Owners Association.

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SECTION 3
Vested Rights and Reserved Legislative Powers.

3.1 Vested Rights. Subject to Section 3.2, during the term of this Agreement, the Developer and/or owners (or their respective successor-in-title) of all or any part of the Project shall have the vested right (i) to have preliminary and final subdivision and construction plats and site plans reviewed and, if found to meet the standards and criteria set forth in this Agreement and in the Code, approved and (ii) to develop and construct Silver Creek Village in accordance with the uses, densities, timing and configurations (massing) of development as vested in under the terms and conditions of this Development Agreement, including specifically, but without limitation, the Land Use Plan, the Findings, Section 2, and the Book of Exhibits. It is contemplated that the rights vested in Silver Creek Village are exempt from the application of the Code and to subsequently enacted ordinances only to the extent that the Code and ordinances conflict specifically with such vested rights and to the extent that such exemption is necessary to resolve such conflict; and, except with respect to such conflicts, all other provisions of the Code, as amended, and other relevant laws shall apply.

3.2 Reserved Legislative Powers. Nothing in this Development Agreement shall limit the future exercise of the police power of the County in enacting zoning, subdivision, development, growth management, platting, environmental, open space, transportation and other land use plans, policies, ordinances and regulations after the Effective Date of this Development Agreement. Notwithstanding the retained power of the County to enact such legislation under the police power, such legislation shall only be applied to modify the vested rights described in this Development Agreement, including specifically, but without limitation, the Findings, Section 2.3, Section 3.1, and the Exhibits, based upon policies, facts and circumstances meeting the compelling, countervailing public interest exception to the vested rights doctrine in the State of Utah. (*Western Land Equities, Inc. v. City of Logan*, 617 P.2d 388 (Utah 1980) or successor case and statutory law.) Any such proposed change affecting the vested rights of Silver Creek Village and other provisions of this Development Agreement shall be of general application to all development activity in the Snyderville Basin; and, unless the County declares an emergency, Developers shall be entitled to prior written notice and an opportunity to be heard with respect to the proposed change and its applicability to Silver Creek Village under the compelling, countervailing public interest exception to the vested rights doctrine. In the event that the County does not give prior written notice, Developers shall retain the right to be heard before an open meeting of the County Council in the event Developers allege that their rights under this Development Agreement have been adversely affected.

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SECTION 4
Fees.

4.1 SPA Rezone Application, Agreement Application, Final Subdivision Plat, Development Review, Engineering and Related Fees. Pursuant to the provisions of County regulations, the Developers have paid all fees for Sketch Plan, Development Agreement and Rezone applications associated with the approval of this Agreement. Developers shall receive no further credits or adjustments with respect to fees paid prior to the approval of this Development Agreement toward any other development review fees, platting or similar standard review fees or other fees generally applicable to development approvals. Application and review fees for site plans, plats, etc. for each Parcel of the Silver Creek Village SPA shall be paid at the time of the application pursuant to the provisions of applicable statutes, ordinances, resolutions or administrative guidelines.

4.2 Impact Fees. In consideration for the agreements of the County in this Development Agreement, the Developer agrees that Silver Creek Village shall be subject to all impact fees of the County or any special district which are: (i) imposed at the time of issuance of building permits or plat recordings, and (ii) generally applicable to other property in the Snyderville Basin and, accordingly, waives its position with respect to any vested rights to the imposition of such fees, but shall be entitled to similar treatment afforded other vested projects if the impact fee regulation makes any such distinction. If fees are properly imposed under the preceding tests, the fees shall be payable in accordance with the payment requirements of the particular impact fee regulation. Notwithstanding the agreement to subject Silver Creek Village to impact fees under the above-stated conditions, the Developer and other owners of all or part of the Project do not waive any rights under any applicable law to challenge the reasonableness of the amount of the fees in conformance with and subject to the provisions of the Impact Fees Act.

4.3 Financial Contribution Reflecting Impact on Regional Transportation Facility. In addition to the rights described in Section 4.2, at the time of issuance of applicable building permits or plat recordings, Developer agrees to pay the traffic impact fees for all approved land use categories per County regulations. These fees will accrue in the Traffic Impact Fee Fund and will be used as deemed necessary for Regional Traffic improvements. The Developer may choose to fund any necessary roadway improvements at the Silver Summit interchange and North Pace Frontage Road as identified in the Silver Creek Village Operations Analysis and its Supplement, dated September 8, 2011, by Horrocks Engineering (the "Horrocks Traffic Analysis"), included herein as Exhibit N1, and, as may be required by the County to mitigate traffic impacts created by the Development. The Developer may choose to enter into a pioneering or reimbursement agreement with the County allowing the Developer to fund and build the improvements with reimbursement as under the terms of the pioneering agreement. If these improvements are completed by Summit County prior to the Developer funding the improvements, the Developer will only be required to pay traffic impact fees as described above.

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SECTION 5
Community Benefits, Affordable Housing Requirement and Environmental Enhancements.

5.1 Table of Community Benefits and Project Amenities. Developer shall dedicate, construct and complete, as the case may be, the following improvements for the benefit of the community or residents of the Project, as described below. The failure to complete the improvements within the time periods described below shall constitute an Event of Default as described in Section 8.18 below. An uncured Event of Default may entitle County to withhold future development approvals or the recording of subdivision plats.

Community Benefit or Project Amenity	Description	Timing
Community Park	An approximately 79.83 acre park to be conveyed and dedicated to SBSRD and to be located on Parcel 11.3 with the potential for multipurpose play fields, parking, trails, restrooms, maintenance facilities, pavilions, athletic facilities and structures and passive and active open space identified on Exhibit D1 and Parcel 10.1. Additional details for improvements are depicted on Exhibit F10. SBSRD will assume the cost of park improvements and all maintenance obligations. Developers shall provide all utilities stubbed to the Community Park in accordance with the MOU.	Donation and dedication to occur simultaneously with the recordation of Phase 1 Road and Park Dedication Plat.
Community Trail	The Community Trail consists of a perimeter loop trail around the entire Silver Creek Village development as depicted in Exhibit F3, together with the two spurs leading to I-80 and U.S. 40 underpasses. Developer to pay for the construction of the Community Trail, which trail is to be constructed to standards set forth in the MOU. SBSRD to operate and maintain the Community Trails, which trails will be open to non-motorized use by the public.	Construction to be completed as determined by SBSRD and in accordance with the MOU but should be no later than twenty-four months after the Effective Date.
Neighborhood Gardens	Developer to construct three neighborhood gardens on Parcels 11.2, 22.2 and 27.4. Program elements include for each of the three neighborhood gardens a minimum of 1,500 sq. ft. of garden boxes (including soils), soft trail between boxes, benches, water supply,	• Parcel 11.2 to be completed in connection with completion of adjacent road improvements. • Parcel 22.2 to be completed in connection with improvements in Parcel 22.1.

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	and dog waste stations. These gardens are to be maintained by the Owners Association or by separately created neighborhood associations.	• Parcel 27.4 to be completed in connection with improvements in Parcel 27.3.
Community Petrified Wood Park	Developer to construct a petrified wood interpretive park on Parcel 11.1 featuring wood found within the Project as generally depicted on Exhibit F7. Program elements include: • Interpretive signage describing the petrified wood found in the area. • Benches and shade trees • Concrete or crushed stone pathways to displays • Trash and recycling containers This park to be maintained by the Owners Association. The Parties agree that if Developer does not encounter petrified wood during its regular site construction activities, Developer shall not be in default but rather will build the park without the inclusion of such petrified wood elements. Developer agrees to assemble petrified wood that is encountered during site construction and to safeguard it for use in the Community Petrified Wood Park. Developer to communicate this obligation to those performing site work.	Construction to be completed within twenty-four months after the Effective Date.
Pocket Parks	Developer to construct four pocket parks located on Parcels 6.5, 8.2, 18.4 and 32.3. Program elements include: • Passive lawn • Bench Seating • Shade Trees • Dog waste station • Trash and recycling containers These parks to be maintained by the Owners Association or by separately created neighborhood associations.	Completed within twenty-four months from recordation of a subdivision plat with lots adjacent to a Pocket Park described in Exhibit C1.
Neighborhood Village Green	Developer to construct an approximately 2.5 acre neighborhood park on Parcel 17.1 with these program elements: • Amphitheater (seating for 300 minimum, sloped for viewing	Completed within twenty-four months from recordation of any plat within the adjacent residential development Parcels depicted in Exhibit B1.

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	with 40'x60' flat lawn with a permanent or temporary stage, electrical infrastructure for neighborhood/music events) • Splash Pad (minimum 1,200 sq. ft. of water feature surface with bench seating) • Passive Lawn • Shade Pavilion with table • Bench seating • Dog waste station • Trash and recycling containers • Shade/ornamental trees The Village Green to be maintained by the Owners Association.	
Neighborhood Park	Developer to construct an approximately 14.28 acre neighborhood park on Parcel 21.2 in two phases as depicted on Exhibit F8, which phases will include these program elements: • One multi-purpose play lawn (200' x 300') • One multi-purpose play area (Use as determined by Civic user needs) • One shade pavilion with picnic table • One shade pavilion with picnic table • 60' x 100' playground area • Internal park trails as depicted on Exhibits F3 and F8 • Parking (20 stalls min.) • Trash and recycling receptacles • Dog waste station. Phase 1 improvements to be maintained by the Owners Association and Phase 2 improvements to be maintained in accordance with a separate maintenance agreement.	Phase 1 of this park, as generally depicted on Exhibit F8, will be completed within twenty-four months of the Effective Date. Phase 2 to be constructed simultaneous with the construction of the adjacent Civic use on Parcel 21.1. Prior to the commencement of Phase 2 or the adjacent Civic use a shared use and maintenance agreement with the Civic use shall be provided to the Community Development Department. It is understood that Phase 2 cannot commence until site improvements are completed to the abandoned treatment ponds. Developer to complete the rehabilitation of the abandoned wastewater treatment ponds in connection with the Phase 1 improvements described herein.
Neighborhood Trails	Developer to construct Neighborhood Trails as subdivision plats are recorded and site plans are approved. The plats and plans will depict the location of Neighborhood Trails that will be installed for purposes of connecting neighborhoods to the Community Trail and the Owner	Neighborhood Trails identified in a subdivision plat or site plan will be completed at the time of other surface improvements. The construction of Neighborhood Trails depicted on Exhibit F3 and located within the Community

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	Association, or similar owner's association, managed open space areas. Neighborhood trails are to be maintained by an owner's association.	Park, Parcel 11.3, shall be the responsibility of the Developer and shall be completed at the time that the adjacent Neighborhood Trails are completed.
Wet Habitat, Detention Basins and Wetland Rehabilitation	Developer to construct approximately 3.5 acres total of wet habitat and detention basins for storm drainage and groundwater recharge as depicted on Exhibit F12. Developer to further enhance and rehabilitate wetland type areas totaling no more than 5.69 acres as depicted on Exhibit F12. Developer to consult with a qualified civil engineer and/or wetland specialist in developing these features (which include the planting of woody plant materials) within the drainage system.	Completion within twenty-four months of the Effective Date.
Shared Bicycle Program	Developer will plan and implement a shared bicycle program with a minimum of four bike stations with four bikes per station. The proposed locations are depicted on Exhibit B1. This program will be operated and maintained by an owners association.	To be operated once each of the four following parcels (Parcels 11.3, 12.1, 7.3 and 21.1) is subdivided and units within such subdivisions have received certificates of occupancy. Horizontal improvements for each bicycle station (but not the stations themselves) shall be constructed in connection with the installation of subdivision improvements at the proposed locations depicted on Exhibit B1. The bicycle stations themselves will be constructed once the requirement to operate the program has been triggered
Highland Estates Pedestrian Tunnel	Developer to modify grading and drainage at existing tunnel to eliminate silt and debris build up.	To be completed within twenty-four months of the Effective Date. Developer to consult with SBSRD on the rehabilitation work described herein, which work shall comply with the MOU between Developer and SBSRD.
Transit Stops	The Snyderville Basin Transit District is to construct transit stops to be located within public rights of ways. Proposed locations are in Exhibit G1 and Developer	To be completed by the Snyderville Basin Transit District.

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	shall cooperate in assisting the responsible public entity's development of the transit stops by, among other things, dedicating sufficient land or right-of-way for these purposes. The Developer, however, shall in no instance be obligated to pay for the actual construction costs of the transit stops.	
PassivHaus Model Home	Developer to construct a PassivHaus Model Home. This means "an energy efficient building requiring little energy for space heating or cooling to be built as a model home and then later sold to a private owner."	Model home to be completed by the time the 271st building permit is issued for the construction of a residential unit in the Project.

5.1.1 Minimum Requirements. The foregoing benefits and amenities, together with the exhibits referenced above, identify the basic level of amenities that shall be planned and built over the period required to complete the Project construction. Detailed site plans for these amenities will be provided as each item is proposed for construction but will generally follow the depiction as presented in this Agreement and associated exhibits. Additional amenities may be added if deemed appropriate by Developer and approved by the County.

5.2 Affordable Housing Requirements. The Project shall be constructed to comply with the following affordable housing requirements.

5.2.1 Developers shall construct, allocate, and regulate workforce housing in accordance with this Development Agreement. Developers may enter into a separate Workforce Housing agreement with Mountainlands Community Housing Trust or other Summit County approved entity. However, the obligation to provide Workforce Housing shall remain at all times with the Developers. In the event of any conflict between the Workforce Housing agreement and this Agreement, this Development Agreement shall take precedent. The Developers of Silver Creek Village shall establish a system for monitoring and identifying changes in demand (quantity, types and levels of affordability) so that the housing provided best meets the needs of the Project and Summit County. The Parties will compile an annual report utilizing data sources that may include but should not be limited to: (i) the Mountainlands Community Housing Trust data on housing requests; (ii) employee housing surveys of major employers in the Snyderville Basin and Park City; and (iii) any Summit County workforce housing data.

5.2.2 Each affordable housing unit constructed within the Project shall be conveyed subject to deed restriction or affirmative covenant, or by other desired mechanisms to provide record notice of restrictions, including appropriate sales and resale restrictions, rental rate restrictions, and other appropriate measures so as to ensure that the dwelling units are oriented toward persons employed in the County and remain affordable to those employed in the County, in perpetuity, including sales beyond the original owner. Affordable housing types and

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sizes, together with the percentage of such units provided shall be compatible with and deemed appropriate by the County for the neighborhood in which it is proposed and meet the housing needs of the community. Before restricted affordable housing density increases are granted, the ability of the local community to absorb the number and type of units proposed shall be demonstrated. Below are the standards the Developers shall use for satisfying its obligation to provide workforce housing:

5.2.2.1 330 Workforce Housing Unit Equivalents (WUE's) (33% of market units and commercial density requirements). Total WUE's provided shall be a minimum of 33% of the market rate units provided and in accordance with the approved density described in Section 2.3.1, the WUE's shall total at a minimum 330 WUE's and a minimum of at least 330 actual total units.

5.2.2.2 35% of the first 271 units (95 Units) within the Project shall be workforce units. Thereafter any future development shall have a proportionate number of workforce units of not less than 25% of the total units as workforce units until the total obligation of workforce units is satisfied. Developers shall provide an annual accounting to the Director detailing the number of WUE's supplied by Developer within the Project.

5.2.2.3 A variety of unit types and styles will be provided with no more than 60% of one WUE unit type provided throughout the Project.

5.2.2.4 For Sale and For Rent units may be provided as set forth in the terms and conditions of the Deed Restrictions recorded against the workforce unit. The Deed Restrictions shall be approved by the County and Mountainlands Community Housing Trust or other non-profit organization approved by the County prior to recordation of the Final Master Plan and/or the Final Plat per Phase and shall be effective upon the recording of each plat of the Project.

5.2.2.5 "For Sale" Workforce Units: The maximum sales price for 50% of the "for sale" workforce units shall be limited to a price range that is affordable to households earning between 60-80% of AMI, as set forth in the Code; ensuring that there is a reasonable mix of affordability within the price range. The remaining "for sale" workforce units shall be made available to a mix of qualifying household incomes below 60% AMI. The Deed Restrictions shall provide for annual increases of the sales price at no more than 3% annually net after title and commissions. The permitted maximum sales price shall be a maximum, but not a guaranteed price.

5.2.2.6 Income qualifications for each price set forth in Section 5.2.2.5 above shall be initially set at the maximum income for each category (i.e. 80% for 60-80% AMI) for the first 90 days after the issuance of a

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certificate of occupancy for each unit. If not under contract, a Waterfall provision shall be established that allows unsold workforce units to be made available to those buyers that qualify below 100% AMI after 90 days, and to buyers that qualify below 140% AMI after 120 days of the units approved certificate of occupancy. In the event a contract for sale is not entered into with a qualified household earning 140% AMI or below within 180 days from the issuance of a certificate of occupancy, the unit may be sold to a qualified purchaser without regard to income limits at the same price, but shall remain deed restricted, as set forth herein, inclusive of the Waterfall provision, as a Workforce Unit. Nevertheless, said unit shall still qualify as a Workforce Unit within the Project for purposes of satisfying the Project's total number of Workforce Units.

5.2.2.7 All workforce units shall initially be offered with a priority to residents employed within Summit County as verified by one form of proof of employment. Unsold workforce units may then be offered to all qualified buyers if not sold to residents employed in Summit County within 90 days.

5.2.2.8 Income qualified household's net worth (total assets less liabilities) shall not exceed four times AMI at the time of purchase. Once qualified to purchase a "for sale" workforce unit, there shall be no requirement to provide income information and the amount of income earned thereafter shall not disqualify a household from owning a workforce unit. If a "for sale" workforce unit owner's household's income increases to an amount above the targeted percentage of AMI while occupying a workforce unit, the household shall not be required to sell the unit. Upon vacating the premises naturally, a "for sale" unit shall be sold to a qualifying household pursuant to the terms of the deed restriction.

5.2.2.9 The minimum length of time for a unit to be deed restricted as a workforce unit shall be sixty (60) years, which may be renewable for an additional term as desired by the County.

5.2.2.10 All "for sale" workforce units shall be owner-occupied at all times.

5.2.2.11 Additional requirements for qualifications of households purchasing "for sale" workforce units, priorities, rights of first refusal and the like shall be set forth in the Deed Restrictions.

5.2.2.12 All rental units shall be rented to households earning 60% AMI or below and rents shall not exceed maximum rents for each income category as determined by Utah Housing Corporation from time-to-time. A variety of incomes shall be targeted and no more than 50% of rentals

shall exceed 50% AMI. A variety of types and sizes of rental units shall be provided with no more than 60% of the total being the same amount of bedroom type units.

5.2.2.13 All renters of workforce units will be required to certify annually to the County, or its designee, that they still qualify for the targeted percentage of AMI. Unless contrary to a federal or state program providing financial assistance to the rental property, if a renter no longer qualifies for the housing, they will be granted a one year safe harbor period. Upon expiration of the safe harbor period their lease will not be renewed and the property will then be made available to a qualifying renter.

5.2.2.14 All rental agreements shall be for a minimum of 90 days.

5.2.2.15 Nightly and weekly rentals shall be prohibited in workforce units.

5.2.2.16 Units will be consistent with the character of the surrounding neighborhood and/or development. The exterior design, materials and finishes shall be the same as surrounding market units but the interiors may have different finishes, appliances, etc. Workforce units will generally be located throughout the Project and integrated within the community.

5.2.2.17 Developer may donate a lot, lots, parcels or property to a County approved non-profit organization, who will construct the workforce unit(s) consistent with this Agreement, provided the non-profit organization consents in writing to such transfer. Developer shall, at all times, be responsible for ensuring that the workforce unit(s) required herein be built, whether by such non-profit organization or by itself. The consent of the County to allow a non-profit organization to build the workforce unit(s) does not relieve the Developer of the responsibilities hereunder. Developer shall convey the property by Special Warranty Deed free and clear of all financial encumbrances and, unless agreed to otherwise by Developer and the non-profit organization, present a construction ready lot brought to rough grade. Developer shall provide a title insurance policy in the amount of the fair market value of the property showing that there are no liens or encumbrances against the property. At a minimum, Developer shall provide a Phase I environmental assessment showing no conditions that may adversely affect the property and shall pay or provide the non-profit organization with funds sufficient to pay all impact fees, special district or recreation district fees. The property shall have water available. All water shares, water impact fees and the like shall

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be pre-paid by Developer. Upon conveyance to a non-profit organization, Developer's responsibility to provide workforce units for the amount of units permitted on that property shall be fulfilled regardless of the time it takes for the non-profit organization to complete the workforce unit(s). The non-profit organization shall enter into an agreement with the County setting forth the type of unit(s) to be constructed on the property, targeted income, pricing and timing of the project. All workforce units constructed under this Agreement, including by a non-profit organization as set forth above, shall be constructed to meet required energy efficiencies of the Project as defined within this Development Agreement.

5.2.2.18 All workforce units constructed under this Agreement, including by a non-profit organization as set forth above, shall be constructed at a minimum similar to those market rate unit requirements for energy efficiencies as identified and required within this Agreement.

5.3 Environmental Enhancements and Requirements. Construction within the Project shall meet or exceed the following environmental standards:

5.3.1 National Green Building Standard. All dwelling units will be built subject to the National Green Building Standard, Bronze (2012 currently), and the then effective version in effect at the time of building permit with certification by a qualified third party consultant that will be submitted to the Summit County Building Department to ensure compliance prior to issuance of a certificate of occupancy.

5.3.2 LEED and Green Building Standards. The Developers shall develop the Project in accordance with the below described standards.

5.3.2.1 Silver Creek Village will achieve the minimum point requirements for a "Certified: 40-49 points" LEED Neighborhood Development (LEED ND) under the 2009 LEED ND checklist attached as Exhibit J1. Beginning on the Effective Date, Developers will begin to process the certification for the Project internally without making a formal submission to the U.S. Green Building Council, or similar agency. The internal review will be documented by a qualified third party reviewer agreed upon by the Developer and County, which reviewer will provide status updates to the County on an annual basis until the Project achieves LEED ND. These annual updates shall be made in connection with the updates required by Section 8.17 below.

5.3.2.2 Prior to plat recordation within any Parcel within the Project (but not the Phase 1 Road and Park Dedication Plat), Silver Creek Village will comply with the National Green Building Standard for Site Design and Development or a similar standard and submit proof of such to Summit County. The application for obtaining such status will be

processed by the Developer, with the qualified third party reviewer described above, with status updates and documentation supplied to the County on an annual basis in connection with the other annual updates required by Section 8.17 below.

5.3.3 Water Reuse. The Developer shall coordinate with the Snyderville Basin Water Reclamation District ("SBWRD") to use reclaimed water from the adjacent SBWRD Silver Creek plant as a secondary irrigation system for the Project, thus relieving the impact and quantity of treated water in the Basin. Mountain Regional Water Special Service District ("MRWSSD") has committed, on a preliminary basis, to supply retail potable water to the Project. Prior to the availability of suitable Type I reuse water from SBWRD, the Developer will provide all necessary system distribution lines for the secondary water within those development parcels identified for use of reclaimed water within Exhibit C1 as well as all lines within roadways or other areas as necessary for distribution to these Parcels. At the time SBWRD obtains development or building permit approvals to expand the Silver Creek facility to produce Type 1 reuse water (anticipated to be completed by 2020), the Developers will commence all permitting required for approvals to provide the Project with reuse water. This includes approvals from SBWRD, MRWSSD, WBWCD, the Division of Water Quality (DWQ) and the State Engineer. Developers agree that once reuse water is available for distribution because a water provider has taken actions to obtain required approvals and permits and construct required facilities, Developers shall take steps to have secondary water available for use on those development Parcels identified in Exhibit C1 that will be provided with reuse water. Developer shall have twenty-four (24) months from the time reuse water becomes available to connect the identified Parcels in Exhibit C1 which have been developed for the approved secondary-reuse system. Developer's failure to timely connect to an approved and constructed system shall constitute an Event of Default and if not cured may result in the County withholding development approvals, including plat approvals.

5.3.4 Additional Environmental Enhancements. In developing the Project, the Developer shall:

5.3.4.1 Provide a seasonal on-site Temporary Nursery for the cultivation and use of native and regionally appropriate plantings. This nursery will be established simultaneously with construction of Phase 1 of the Neighborhood Park (Parcel 21.2; Exhibit F8) and will be provided in an area that is accessible to construction and temporary irrigation connections. The nursery location may be relocated by the Developer, if needed, as construction patterns continue through the Project.

5.3.4.2 Institute turf limitations. There will be a maximum 20% of an entire building lot or residential development parcel that may include turf. Requirement will be noted on all plats containing residential units.

5.3.4.3 Establish a neighborhood recycling program. The program will be coordinated with available County or private services to provide a community wide "Class I" recycling program for the reduction of material placed in landfills. This will include the placement of community recycling bins/containers throughout the Project to recycle glass, paper, plastic, cans and cardboard. Centralized containers shall be designed per Summit County regulation. The program shall be instituted for residential and nonresidential uses within the Project.

5.3.4.4 Require all fireplaces to be non-wood burning. This requirement shall be noted on all plats.

5.3.5 Soils. Developer(s) shall comply with all soil contamination requirements contained within federal, state and local statutes, ordinances and regulations.

SECTION 6
Development and Construction Processes.

In the event of a procedural conflict between the Code and this Development Agreement, the provisions of this Development Agreement shall govern. The decision of the Director shall be the final decision of the County with respect to the interpretation of this Development Agreement.

6.1 Development Permits. Review and approval of Final Site Plans, Subdivision Plats, Low Impact Permits, Conditional Use Permits, Temporary Use Permits, and any other type of development permit not specifically identified herein shall be processed in accordance with the Code. All development applications shall conform to those specific design elements outlined in this Development Agreement and Book of Exhibits. A use table has been set forth in Exhibit D1 which identifies uses allowed for the Parcels and Blocks. Applications shall be processed as follows:

6.1.1 DRC Standard. The Silver Creek Village Design Review Committee ("DRC") shall review for compliance with those site and architectural components addressed within this Development Agreement, conformance to the established and approved Design Guidelines for the owners association and those elements within the Code that apply to the submittal review.

6.1.2 Design Review Committee (DRC). Prior to the submission to the County of any Development Permit for a proposed development Parcel, the Developer shall submit its plans to the DRC to obtain the DRC's written recommendation in accordance with this Agreement and the Code. The Developer is required to obtain this recommendation prior to submitting any applications to the County. This recommendation shall be submitted to the Community Development Department as part of a development permit application package.

6.2 Final Construction Documents. After obtaining development permit approvals, Developer shall apply for and obtain all necessary permits and the County agrees to process applications in accordance with this Agreement, applicable regulations, and state law.

6.3 Construction Mitigation and Management Plan Required. A building permit will not be issued for the Project until an adequate Construction Mitigation and Management Plan has been established for the Project and approved by the County Engineer, who may require reasonable changes to address any unforeseen impacts that occur during construction. The plan shall address the following matters specifically, together with any other related matters identified by the Director and Developer:

Revegetation/erosion protection/runoff control;
Site grading;
Dust and debris control;
Recycling construction material waste;
Damage to public roadways as a result of construction;
Traffic control/construction management control;
Hours of construction;
Staging and screening of construction materials and equipment;
Construction lighting, construction security, and fire protection;
Solid Waste Disposal for construction wastes; and
Parking.

6.4 Shared Parking. The County has recognized the Project's ability to reduce the parking area demands within the development through the use of shared parking. It is understood that as development Parcels are submitted for final plat approvals that a reduction in the typical parking requirements for uses within the development may be justified in that parking may be shared by multiple end users. This justification shall be provided to planning staff as part of the approval process as identified herein.

6.5 Building Permit Required. Prior to the commencement of development activity within the Project, a building permit must be obtained from Summit County. In addition to all other requirements for issuance of building permits under the Snyderville Basin Development Code and International Fire/Building Codes, a prerequisite to the issuance of any building permit shall be an approved Final Subdivisions Plat, Final Site Plan, Conditional Use Permit, Temporary Use Permit, or Low Impact Permit.

6.6 Development Improvements Agreement. A building, grading, or other related development permit will not be issued until an adequate Development Improvements Agreement, in accordance with Chapter 6 of the Code and in a form acceptable to the County, has been accepted by the County. The County staff shall review the Developer's proposal for a Development Improvements Agreement and provide its recommendation to the Manager. Following the submission of the Staff recommendation to the Manager on the Development

Improvements Agreement, said agreement shall be placed on the Agenda of the Manager for final approval. A separate Development Improvements Agreement may be established for each phase of the development in the Project.

6.7 Compliance with Concurrency Management Standards. Developer shall comply with the applicable sections of the Code for off-site and Project infrastructure requirements prior to approval of a Final Subdivision Plat, Low Impact Permit, Conditional Use Permit, Temporary Use Permit, Final Site Plan or any other type of development permit and shall include the verification of the continued availability and adequacy of sewage treatment capacity, adequacy of water and water pressure for residential consumption and fire flows and road capacity for each such development activity. The additional information to be provided is as follows:

6.7.1 Water Service. Developer has sufficient pre-paid water connections from MRWSSD to satisfy the Code requirements for culinary water for a significant portion of the Project and will obtain additional water connections from MRWSSD, or another authorized water provider, for future phases of the Project, as may be required by the then existing water concurrency regulations of the County, by the time of applying for plat or development permit approvals.

6.7.2 Sewer Service. A Line Extension Agreement approved by the SBWRD for the Silver Creek Village. No Final Subdivision Plat, Final Site Plan, Conditional Use Permit or Low Impact Permit shall be approved until the applicant has paid the applicable system capacity fee for that portion of the proposed development included in such plat, plan or permit.

6.7.3 Fire Protection.

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

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

6.7.4 Road Capacity. The Horrocks Traffic Analysis determined that Silver Creek Village may construct up to 271 units within the Silver Creek Village SPA prior to the construction of additional traffic mitigation/improvements at the Silver Summit interchange ("Traffic Mitigation Trigger"). Necessary mitigation for impacts generated by the first 271 units are called out within the Horrocks Traffic Analysis (Exhibit N1). The Horrocks Traffic Analysis

dictates that any development beyond 271 units will require additional mitigation of roadways/traffic impacts at the Silver Summit interchange. Consequently, once the Traffic Mitigation Trigger has been reached, an amendment updating the Horrocks Traffic Analysis shall be required by the County Engineer in order to identify future traffic impacts and conditions from the Project and a determination of any required additional traffic mitigation on the part of the Developer as incremental increases in the residential occupation occurs.

6.7.5 Recreation. A letter from the SBSRD indicating that all requirements of the SBSRD concerning the Community Trail and Highland Estates Pedestrian Tunnel have been met.

6.7.6 Other Service Providers. The Director shall secure input regarding the proposed development from all other affected agencies and service providers, including but not necessarily limited to, as applicable, the Army Corps of Engineers and/or County Health Department.

SECTION 7
Successors and Assigns.

7.1 Binding Effect/Residents Not Developers. This Development Agreement shall be binding on the successors-in-title of the Developer in the ownership or development of any portion of Silver Creek Village. Notwithstanding the foregoing, a purchaser or transferee of the Project or any portion thereof shall be responsible for performance of the Developer's obligations hereunder as to the portion of the Project so transferred in accordance with the provisions of Section 7.2 hereof. The Developer's obligations under this Agreement shall not apply to residents or property owners who purchase developed lots or units within the Project.

7.2 Transfer of Silver Creek Village. The Developer shall be entitled to transfer any portion of the Project subject to the terms of this Development Agreement upon written notice to the County. Notwithstanding the foregoing, the Developer or other owners of all or any part of the Project shall not be required to notify the County with regard to the sale or financing of individual units or lots in single or multi-family residential subdivisions or to units in commercial areas or any part of the Project, which have been platted and received development approval in accordance with the terms of this Development Agreement, so long as the development obligations with respect to such units or lots have been met under such plat. In the event of any transfer of Developer's interests in the Project prior to the satisfactory completion of the development obligations under this Development Agreement with respect to that portion of the Project transferred, the transferee shall be deemed to be a Developer for all purposes under this Development Agreement with respect to that portion of the Project transferred. For purposes of Sections 7.2 and 7.3, the term "development obligations" shall mean those obligations set forth in Section 2.17.

7.3 Release of Developers. In the event of a transfer or conveyance of all or a portion of the Project, the Developer shall obtain an assumption by the transferee of the Developer's obligations under this Development Agreement, and, in such event the transferee shall be fully

substituted as a Developer under this Development Agreement as to the property so transferred, and upon recordation of the conveyance document or instrument, the Developer making such transfer shall be released from any further obligation with respect to this Development Agreement as to the parcel so transferred. The foregoing assumption requirement shall not apply to the sale or financing of property, units, lots or parcels in single and multi-family residential subdivisions, to individual units, lots or parcels in commercial areas or any part of the Project as contemplated in Section 7.1 and for which the development obligations have been met as described in Section 7.2 above, in which case the Developer making the conveyance shall be released without the requirement of any assumption. Developer may assign certain maintenance and development obligation to an owner's association and in such event shall record an instrument, conveyance document or notice concerning such association's assumption of the identified responsibility or obligation.

SECTION 8
General Terms and Conditions

8.1 No Addition to Project. No property may be removed from the Project or added to the Silver Creek Village SPA for purposes of this Development Agreement, except by written amendment. This Development Agreement shall not affect any land other than the Project.

8.2 Agreements to Run with the Land. This Development Agreement shall be recorded against the Project as described in the Exhibit A1. The agreements, benefits, burdens, rights and responsibilities contained herein shall be deemed to run with the land and shall be binding on and shall inure to the benefit of all successors in ownership of the Project, or portion thereof, as applicable, with respect to that portion of the Project owned by such successors in ownership.

8.3 Construction of Development Agreement. This Development Agreement shall be construed so as to effectuate the public purposes of implementing long-range planning objectives, obtaining public benefits, and protecting any compelling, countervailing public interest, while providing reasonable assurances of continued vested private development rights under this Development Agreement.

8.4 Laws of General Applicability. Where this Development Agreement refers to laws of general applicability to Silver Creek Village and other properties, that language shall be deemed to refer to laws which apply to all other developed and subdivided properties within the Snyderville Basin.

8.5 Term/Renewal/Expiration. The term of this Development Agreement shall commence upon the Effective Date and continue for twenty-five (25) years. Prior to the end of the twenty-five year term, but no later than six (6) months before the end of the term, Developer may request to extend this Development Agreement for an extension term sufficient to complete the development contemplated by this Agreement in a diligent and reasonable manner. The County shall consider the request in its sole discretion and if the Parties agree on an extension term, this Agreement shall be amended to set forth the agreed upon extension term. An

amendment to extend the term shall be processed as a Substantial Amendment under Section 8.28.1. At the expiration of this Development Agreement, the undeveloped property shall become subject to the then existing Development Code and General Plan and all development rights vested under this Agreement, but not developed or platted, shall expire.

8.6 Mutual Releases. At the time of, and subject to, (i) the expiration of any applicable appeal period with respect to the approval of this Development Agreement without an appeal or legal challenge having been filed or (ii) the final determination of any court upholding this Development Agreement, whichever occurs later, and excepting the respective interests, rights and obligations referenced in, by and under this Development Agreement, Developer, on behalf of itself and its partners, officers, directors, employees, agents, attorneys and consultants, hereby releases the County and the County's council members, officials, employees, agents, attorneys and consultants, and the County, on behalf of itself and the County's council members, officials, employees, agents, attorneys and consultants, hereby releases Developers and their partners, officers, directors, employees, agents, attorneys and consultants, from and against any and all claims, demands, liabilities, costs, expenses of whatever nature, whether known or unknown, and whether liquidated or contingent, arising on or before the date of this Development Agreement in connection with the application, processing or approval of Silver Creek Village.

8.7 State and Federal Law. The Parties agree, intend and understand that the obligations imposed by this Development Agreement are only such as are consistent with state and federal law. The Parties further agree that if any provision of this Development Agreement becomes, in its performance, inconsistent with state or federal law or is declared invalid, this Development Agreement shall be deemed amended to the extent necessary to make it consistent with state or federal law, as the case may be, and the balance of this Development Agreement shall remain in full force and effect.

8.8 Enforcement. The Parties to this Development Agreement recognize that the County has the right to enforce its rules, policies, regulations, and ordinances, subject to the terms of this Development Agreement, and may, at its option, seek an injunction to compel such compliance. In the event that Developer or any user of the subject property violate the rules, policies, regulations or ordinances of the County or violate the terms of this Development Agreement, the County may, without electing to seek an injunction and after thirty (30) days written notice to correct the violation, take such actions as allowed under law until such conditions have been honored by the Developer. The Parties further recognize that Developer has the right to enforce the provisions of this Development Agreement by seeking an injunction to compel compliance with law and this Development Agreement to the extent not inconsistent with the County's reserved legislative and police powers, as well as the County's discretionary administrative decision-making functions provided for herein. Both Parties shall be free from any liability arising out of the exercise of its rights under this Section; provided, however, that any party may be liable to the other for the exercise of any rights in violation of Rule 11 of the Utah Rules of Civil Procedure, Rule 11 of the Federal Rules of Civil Procedure and/or Utah Code Ann. §78B-5-825, as each may be amended.

8.9 No Waiver. Failure of a Party to exercise any right hereunder shall not be deemed a waiver of any such right and shall not affect the right of such Party to exercise at some future time said right or any other right it may have hereunder. Unless this Development Agreement is amended or revised as allowed by this Agreement, no officer, official or agent of the County has the power to amend, modify or alter this Development Agreement or waive any of its conditions as to bind the County by making any promise or representation not contained herein.

8.10 Entire Agreement. This Development Agreement constitutes the entire agreement between the Parties with respect to the issues addressed herein and supersedes all prior agreements, whether oral or written, covering the same subject matter. This Development Agreement may not be modified or amended except in writing mutually agreed to and accepted by both Parties to this Development Agreement.

8.11 Notices. All notices hereunder shall be delivered by hand delivery or given in writing by certified mail, postage prepaid at the addresses stated below, and/or to such other addresses or to the attention of such other person as the parties or their successors-in-title may designate by written notice. Notices shall be sent to:

For the Developer:

LIBERTY CAPITAL LENDING, LLC
6028 South Ridgeline Drive
Ogden, Utah 84405

And

GAYLE LARSEN
4310 Santa Maria Street
Coral Gables, FL 33146

With a copy to:

Joseph C. Tesch, Esq.
P.O. Box 3390
Park City, UT 84060

For the County:

THE SUMMIT COUNTY COUNCIL
P.O. Box 128
Coalville, Utah 84017

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With a copy to:

SUMMIT COUNTY ATTORNEY'S OFFICE
P.O. Box 128
Coalville, Utah 84017

For any transferee or purchaser of a Parcel or Block with the Project, notice may be delivered to the address maintained in the office of the County Assessor.

8.12 Applicable Law. This Development Agreement is entered into under and pursuant to, and is to be construed and enforceable in accordance with, the laws of the State of Utah.

8.13 Execution of Agreement. This Development Agreement may be executed in multiple parts or originals or by facsimile copies of executed originals; provided, however, if executed and evidence of execution is made by facsimile copy, then an original shall be provided to the other Party within seven (7) days of receipt of said facsimile copy.

8.14 Hold Harmless.

8.14.1 Agreement of Developer. The Developer agrees to and shall hold the County, its officers, agents, employees, consultants, attorneys, special counsel and representatives harmless from liability: (1) for damages, just compensation, restitution, judicial or equitable relief arising out of claims for personal injury, including health, and claims for property damage which may arise from the direct or indirect operations of the Developer or its contractors, subcontractors, agents, employees or other persons acting on their behalf which relates to Silver Creek Village; and (2) from any claim that damages, just compensation, restitution, judicial or equitable relief is due by reason of the terms of or effect arising from the County entering into this Development Agreement. Developer agrees to pay all costs for the defense of the County and its officers, agents, employees, consultants, attorneys, special counsel and representatives regarding any action for damages, just compensation, restitution, judicial or equitable relief caused or alleged to have been caused by reason of Developer's actions in connection with Silver Creek Village. This hold harmless agreement applies to all claims for damages, just compensation, restitution, judicial or equitable relief suffered or alleged to have been suffered by reason of the events referred to in this Section or due by reason of the terms of, or effects arising from the County executing this Development Agreement. The County may make all reasonable decisions with respect to its representation in any legal proceeding.

8.14.2 Exceptions to Hold Harmless. The agreement of the Developer in Section 8.14 shall not be applicable to (i) any claim arising by reason of the negligence or intentional actions of the County, or (ii) any claim by the Developer that the County has breached the terms of this Development Agreement, including claims for just compensation or attorneys' fees.

8.14.3 Hold Harmless Procedures. The County shall give written notice of any claim, demand, action or proceeding which is included under Section 8.14 above as soon as

practicable but not later than 10 days after the assertion or commencement of the covered claim, demand, action or proceeding (or with respect to any claim, demand or action such written notice may be given more than 10 days after such claim, demand, or action has been asserted against the County so long as such notice does not prejudice Developer's ability to defend the County). In the case of any such notice is given, the County shall be entitled to participate in the defense of such claim. Each party agrees to cooperate with the other in the defense of any claim and to minimize duplicative costs and expenses.

8.15 Relationship of Parties. The contractual relationship between the County and the Developer arising out of this Development Agreement is one of independent contractor and not agency. This Development Agreement does not create any third party beneficiary rights. It is specifically understood by the parties that: (a) Silver Creek Village is a private development; (b) County has no interest in, responsibilities for, or duty to third parties concerning any improvements to the Development Agreement or in connection with subdivision plat, site plan, Deed, or map approval, and (c) the Developer shall have the full power and exclusive control of the Project, subject to the obligations of the Developer set forth in this Development Agreement.

8.16 Intentionally Omitted.

8.17 Annual Review. Each March 1st or the first business day in March during the term of this Development Agreement, the Developer shall provide to the Community Development Department, a letter advising staff of the progress which has occurred during the last 12 months and the progress expected during the next 12 months. The letter shall also include a statement of the number years remaining in the then current term of the Development Agreement. The County shall review such letter in connection with this Development Agreement to determine if there has been demonstrated compliance with the terms hereof. If the County finds, on the basis of substantial, competent evidence, that there has been a failure to comply with the terms hereof, this Development Agreement may be revoked or modified by the County in accordance with the provisions of Section 8.18 hereof, after a public hearing which has been noticed by publication, and for which notice has been expressly provided to the Developer. The County's failure to review, at least annually, Developer's compliance with the terms and conditions of this Development Agreement shall not constitute or be asserted by any party as a breach of this Development Agreement by Developers or County. Further, such failure shall not constitute a waiver of County's right to revoke or modify said Development Agreement according to the terms and conditions set forth herein.

8.18 Default.

8.18.1 Events of Default. An event of default ("Event of Default"), under this Development Agreement occurs upon the happening of one or more of the following events or conditions:

8.18.1.1 A warranty, representation or statement made or furnished by the Developer to the County in this Development Agreement, including

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any Exhibit hereto, which is false or proves to have been false in any material respect when it was made.

8.18.1.2 A finding and determination made by the County following a periodic review under Section 8.17 that upon the basis of substantial evidence the Developer has not complied in good faith with one or more of the material terms or conditions of this Development Agreement.

8.18.1.3 Any other event, condition, and willful act or omission which materially interferes with the intent and objective of this Development Agreement.

8.18.2 Procedure Upon an Event of Default.

8.18.2.1 Within ten (10) days after the occurrence of default, the Party claiming the default shall give the Party alleged to have committed the default (the "Defaulting Party") written notice specifying the nature of the alleged default and, when appropriate, the manner in which the default must be satisfactorily cured. The Defaulting Party shall have thirty (30) days after receipt of written notice to cure the default. After proper notice and expiration of the thirty (30) day cure period without cure, (i) Developer, if the County is the Defaulting Party, may take all appropriate legal action, or (ii) County, if the Defaulting Party is the Developer, may terminate this Development Agreement by giving written notice in accordance with this Agreement. Failure or delay in giving notice of default shall not constitute a waiver of any default, nor shall it change the time of default. Notwithstanding the thirty day cure period provided above, in the event more than thirty days is reasonably required to cure a default and the Defaulting Party, within the thirty day cure period, commences actions reasonably designed to cure the default, then the cure period shall be extended for such additional period as the Defaulting Party is prosecuting those actions diligently to completion.

8.18.2.2 The County does not waive any claim of defect, default or breach in performance by Developers, if on periodic review the County does not propose to modify or terminate this Development Agreement, *provided, however*, if the Director has actual knowledge of a claim of a defect, default or breach in performance and does not so notify Developer in writing within twelve (12) months of the Director first knowing of such claim, then such a claim is waived as to that claim only but not as to the new claims separate from the claim waived.

8.18.2.3 Upon the expiration of this Development Agreement, or should the County terminate this Development Agreement under the provisions hereof, the development of the Project will thereafter proceed in

compliance with and be governed by the applicable Code and General Plan then in existence, as well as with all other provisions of Utah state law.

8.18.2.4 Any default or inability to cure a default caused by strikes, lockouts, labor disputes, acts of God, inability to obtain labor or materials or reasonable substitutes therefore, enemy or hostile governmental action, civil commotion, fire or other casualty, and other similar causes beyond the reasonable control of the party obligated to perform, shall excuse the performance by such Party for a period equal to the period during which any such event prevented, delayed or stopped any required performance or effort to cure a default.

8.18.2.5 Adoption of law or other governmental activity making performance by the Developer unprofitable, more difficult or more expensive does not excuse the performance of the obligation by the Developer.

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

8.19 Termination.

8.19.1 Termination Upon Repudiation before Completion of Development. An express repudiation, refusal or renunciation of this Development Agreement, if the same is in writing and signed by Developer, shall be sufficient to terminate this Development Agreement and a hearing on the matter shall not be required.

8.19.2 Termination Upon Completion of Development. This Development Agreement shall terminate on the earlier of (a) that certain date that the Project has been fully developed and the obligations of Developer and the County in connection therewith are satisfied, or (b) the expiration of the Term as set forth in Section 8.5. Upon such occurrence, Developer may request that the County record a notice that this Development Agreement has been fully performed and therefore terminated as to the Project.

8.19.3 Termination upon Default. This Development Agreement shall be subject to termination by the County prior to the completion of the Project when an Event of Default by Developer remains unresolved after notice and the opportunity to cure provided by Section 8.18. The termination of this Agreement shall be exercised by the County Council after written notice to all parties and after a public hearing providing the Developer with an opportunity to speak and be heard by the County Council. The County Council may determine that upon termination, certain obligations of Developer survive the termination of this Development Agreement.

8.19.4 Effect of Termination on Developer Obligations. Termination by the County of this Development Agreement with respect to the Project pursuant to Section 8.19.3 shall not affect Developer's obligation to comply with the terms and conditions of any applicable zoning, subdivision plat, site plan, building permit, or other land use entitlement approved with respect to the rest of the Project, nor shall it affect any other covenants or other development requirements specified or created pursuant to this Development Agreement. Subject to Section 8.19.1, termination of this Development Agreement with respect to the Project shall not affect or invalidate Developer's obligations under Section 5 or its obligations of indemnification and defense under Section 8.14 or the survival provisions of Section 2.17.

8.19.5 Effect of Termination on the County Obligations. Upon any termination of this Development Agreement with respect to the Project, the entitlements, conditions of development, limitations on fees, and all other terms and conditions of this Development Agreement and any amendments hereto shall no longer be vested by reason of this Development Agreement with respect to any portion of the Project then undeveloped and not then covered by a subdivision plat or site plan application. Those undeveloped portions of the Project may be subject to then existing planning and zoning law. Upon such a termination, the County shall no longer be prohibited by this Development Agreement from making any changes or modifications to such entitlements, conditions, or fees applicable to such undeveloped portions of the Project.

8.19.6 Damages Upon Termination. The Developer shall not be entitled to any punitive damages against the County upon the unlawful termination of this Development Agreement.

8.20 Disputes.

8.20.1 In the event that a dispute arises in the interpretation or administration of this Development Agreement, Developer may request a formal decision of the Director which may be appealed pursuant to the provisions of the Code.

8.20.2 Notwithstanding any provision of this Development Agreement, the Parties recognize that under the police powers granted to it, the County has the right to enforce its rules, policies, regulations, ordinances, and the terms of this Development Agreement by any method allowed by law, including injunctive relief. The County shall be free from any liability arising out of the proper exercise of its rights.

8.21 Institution of Legal Action. In addition to any other rights or remedies, any Party to this Development Agreement may institute legal action to interpret, cure, correct or remedy a default or breach, to specifically enforce any covenants or agreements set forth in this Development Agreement, to enjoin any threatened or attempted violation of this Development Agreement, or to obtain any remedies consistent with the purpose of this Development Agreement. Legal actions shall be instituted in the Third Judicial District Court of the County of Summit, State of Utah.

8.22 Rights of Third Parties. This Development Agreement is not intended to affect or create any additional rights or obligations on the part of third parties.

8.23 Third Party Legal Challenges. In those instances where, in this Development Agreement, Developer has agreed to waive a position with respect to the applicability of current County policies and requirements, or where Developer has agreed to comply with current County policies and requirements, Developer further agrees not to participate either directly or indirectly in any legal challenges to such County policies and requirements by third parties, including but not limited to appearing as a witness, amicus, making a financial contribution thereto, or otherwise assisting in the prosecution of the action.

8.24 Obligations and Rights of Mortgage Lenders. The holder of any mortgage, deed of trust, or other security arrangement with respect to any portion of the Project shall not be obligated under this Agreement to construct or complete improvements or to guarantee such construction or completion, but shall otherwise be bound by all of the terms and conditions of this Agreement which pertain to any portion of the Project in which it holds an interest. Any such holder who comes into possession of any portion of the Project, pursuant to a foreclosure of a mortgage or a deed of trust, or deed in lieu of such foreclosure, shall take such portion of the Project, subject to any pro rata claims for payments or charges against such portion thereof, deed restrictions, or other obligations which accrue prior to the time such holder comes into possession. Nothing in this Agreement shall be deemed or construed to permit or authorize any such holder to devote the Project, or portion thereof, to any uses, or to construct any improvements thereon, other than those uses and improvements provided for or authorized by this Agreement, as would be the case in any assignment, and thus shall be subject to all of the terms and conditions of this Agreement, to include the obligations related to the completion of amenities and improvements.

8.25 Computation of Time. In computing any period of time pursuant to this Development Agreement, the day of the act, event or default from which the designated period of time begins to run shall be included, unless it is a Saturday, Sunday, or legal holiday, in which event the period shall begin to run on the next day which is not a Saturday, Sunday, or legal holiday.

8.26 Titles and Captions. All section titles or captions contained in this Development Agreement are for convenience only and shall not be deemed part of the context nor affect the interpretation hereof.

8.27 Savings Clause. If any provision of this Development Agreement, or the application of such provision to any person or circumstance, shall be held invalid, the remainder of this Development Agreement, or the application of such provision to persons or circumstances other than those as to which it is held invalid, shall not be affected thereby.

8.28 Amendments to the Development Agreement.

8.28.1 Substantial Amendments. Any amendment to this Agreement that alters or modifies the Term of this Agreement, permitted uses, increased density or intensity of use as detailed in Section 2.3.1, or provisions for reservation and dedication of land, including open space dedications, shall be deemed a "Substantial Amendment" and shall require a noticed public hearing and recommendation by the Planning Commission and a noticed public hearing and decision by the County Council pursuant to the Equal Dignities Rule prior to the execution of such an amendment.

8.28.2 Technical Modifications. The Director is hereby empowered to approve Technical Modifications as that term is described in Section 2.9.1 to vary the configuration of a Block by up to ten percent (10%). The Planning Commission is hereby empowered to approve Technical Modifications as that term is described in Section 2.9.1 to vary the configuration of a Block by up to twenty percent (20%). Such Technical Modifications shall be described in subdivision plats and site plans in which the approved Technical Modification is located or in a notice of technical modification signed by the Director or Chair of the Planning Commission, and recorded with the County Recorder.

8.28.3 Effect of Amendment. Any amendment to this Agreement must be in writing and shall be operative only as to those specific portions of this Agreement expressly subject to the amendment, with all other terms and conditions remaining in full force and effect without interruption. Successors-in-title to either of the Developers may enter into an amendment or amendments affecting only portions of the Project owned by such Developers without obtaining the written signature of the other property owners or Developers.

8.29 Conflicting Provisions. Where there is a direct conflict between an express provision of this Development Agreement and the Code or General Plan, this Development Agreement shall take precedence; otherwise, the Code or General Plan provision shall control.

8.30 Incorporation of Recitals and Exhibits. All recitals shown above and all attached Exhibits shall be incorporated into and deemed a part of this Development Agreement as though fully set forth herein, and the same shall be binding upon the Parties hereto.

8.31 Force Majeure. Any default or inability to cure a default caused by strikes, lockouts, labor disputes, acts of God, inability to obtain labor or materials or reasonable substitutes therefore, enemy or hostile governmental action, civil commotion, fire or other casualty, or other similar causes beyond the reasonable control of the Party obligated to perform, shall excuse the performance by such Party for a period equal to the period during which any such event prevented, delayed or stopped any required performance or effort to cure a default.

8.32 Severability. If any provision of this Development Agreement, or the application of such provision to any person or circumstance, is held invalid, void, or unenforceable, but the remainder of this Development Agreement can be enforced without failure of material consideration to any Party, then the remainder of this Development Agreement shall not be affected thereby and it shall remain in full force and effect, unless amended or modified by mutual consent of the Parties.

8.33 Project is a Private Undertaking. It is agreed among the Parties that the Project is a private development and that the County has no interest therein except as authorized in the exercise of its governmental function. The Project is not a joint venture, and there is no such relationship involving the County. Nothing in this Agreement shall preclude the Developer from forming any form of investment entity for the purpose of completing any portion of the Project.

8.34 Warranty of Authority. The individuals executing this Agreement on behalf of the Parties hereby warrant that they have the requisite authority to execute this Agreement on behalf of the respective Parties and that the respective Parties have agreed to be and are bound hereby.

8.35 Recordation of Development Agreement. Once fully executed by the Parties, the County shall immediately record this Development Agreement in the office of the Summit County Recorder.

IN WITNESS WHEREOF, this Development Agreement has been executed by the Parties as of the day and year first above written.

[SIGNATURE PAGES FOLLOW]

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COUNTY COUNCIL OF
SUMMIT COUNTY, STATE OF UTAH

By: _____
Kim Carson, Chair

Address: Summit County Council
P.O. Box 128
Coalville, Utah 84017

With a copy to: Summit County Community Development Director
P.O. Box 128
Coalville, Utah 84017

And to: Summit County Attorney
P.O. Box 128
Coalville, Utah 84017

ATTEST:

_____
Kent Jones
Summit County Clerk

APPROVED AS TO FORM:

_____
David L. Thomas
Chief Civil Deputy

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LIBERTY CAPITAL LENDING, LLC, a Utah limited liability company

By: _____
Matt Lowe, Member

Address: **LIBERTY CAPITAL LENDING, LLC**
6028 South Ridgeline Drive
Ogden, Utah 84405

With a copy to: Snell & Wilmer L.L.P.
Attention: Wade Budge
15 West South Temple, Suite 1200
Salt Lake City, UT 84101

STATE OF UTAH)
: ss.
COUNTY OF Salt Lake)

The foregoing Development Agreement was duly acknowledged before me this 3rd day of August, 20 15, by Matt Lowe, Member, Liberty Capital Lending, LLC.

_____
Notary Public

Residing at: Salt Lake City

My commission expires:

06/04/2019

Cindy J Luft-Morrison
NOTARY PUBLIC - STATE OF UTAH
My Comm. Exp. 06/04/2018
Commission # 677951

GAYLE LARSEN

By: Gayle Larsen by Joseph E. Tesch her attorney-in-fact
Gayle Larsen

Address: **GAYLE LARSEN**
4310 Santa Maria Street
Coral Gables, FL 33146

With a copy to: Joe Tesch
Tesch Law Offices
PO Box 3390
Park City, Utah 84060

STATE OF Utah)
: ss.
COUNTY OF Summit

The foregoing Development Agreement was duly acknowledged before me this 30th day of July, 2015, by Gayle Larsen, by Joseph E. Tesch, her attorney-in-fact.

Notary Public

Residing at: Summit County

My commission expires:

3-29-16

Notary Public
TASSIE WILLIAMS
Commission #654719
My Commission Expires
March 29, 2016
State of Utah

COPY

SPECIAL LIMITED POWER OF ATTORNEY

I, GAYLE K. LARSEN "Principal", now make, constitute and appoint JOSEPH E. TESCH as my true and lawful attorney-in-fact "Attorney-in-fact" to act with the following limited powers with regard to the property as described in Exhibit A attached (the "Property"). The Property is currently part of an approved Subdivision in Summit County, Utah comprising approximately 24 acres known as Silver Creek Village. The Property is approximately 10.4% of that acreage and is entitled to approximately 10% of the approved density. However, much work remains to be completed to finalize the entitlements to the Property such as, without limitation, negotiations of a joint development agreement with the owner of the remaining 90% of the acreage including all necessary components which may include the exchange of a portion of the Property for other property and benefits, the negotiation and completion of a Development Agreement with Summit County, the creation and execution of a finalized subdivision plat, and the negotiations and finalizations of all and every agreement necessary for the ultimate development and sale of the Property. It is the intent of this Limited Power of Attorney to grant Joseph E. Tesch the authority to perform each and every act necessary to this end including without limitation (to be construed in the broadest possible way) the power:

a) To perform every and all functions and to execute any and all documents which he, in his sole discretion, finds necessary and useful in obtaining development entitlements from Summit County for the approval of a Site Plan and Development Agreement with Summit County and such other Federal, State and other governmental entities of every type and to enter into such contracts and other agreements to employ any and all necessary and useful persons and entities for development and sale purposes, including but not limited to employment of Jeffrey Graham and Eric Langvardt.

b) To enter into a joint development agreement and to execute any and all deeds and other documents for the exchange of property and to file and execute any and all necessary and useful documents including, without limitation, site plans and applications for development rights with Summit County, owners dedication of property for any and all purposes in connection with development rights and approvals, execution of easements of any and all nature, execution of documents and agreements for cooperative development of the Property cooperating with the owners of any property adjoining the Property; to enter into any and all agreements necessary and useful for the securing of water services (both culinary and irrigation) and any and all necessary and useful utilities of any kind and type; and for the construction of site improvements whether on or near the Property but as required for obtaining development entitlements and rights.

c) To take any and all actions to negotiate and sell the Property and any and all related documents in relation to the efforts to obtain development rights and to enter into agreements to employ agents for the purpose of marketing said Property; and to execute any and all documents related to said sale.

d) This power shall not be affected by disability of the principal: All acts done by my Attorney-in-fact pursuant to this power during any period of disability or incompetence or uncertainty as to whether I am dead or alive shall have the same

affect and inure to the benefit of and bind me or my heirs, devisees and personal representative as if I were alive, competent and not disabled.

FURTHER, I do authorize my aforesaid Attorney-in-fact to execute, acknowledge and deliver any instrument under seal or otherwise, and to do all things necessary to carry out the intent hereof, hereby granting unto said Attorney-in-fact full power and authority to act in and concerning the Property as fully and effectually as I may do if personally present, limited, however, to the purpose for which this limited power of attorney is executed. I hereby ratifying all that my said Attorney-in-fact shall lawfully do or cause to be done by virtue of these presents.

PROVIDED, however, that all business transacted hereunder for me shall be transacted in my name (Gayle K. Larsen), and that endorsements and instruments executed by my said Attorney-in-fact for the purpose of carrying out the foregoing powers shall contain my name, followed by that of my said Attorney-in-fact and the designation "attorney-in-fact".

This Power of Attorney begins on December 12, 2011 and terminates when the tasks are deemed complete or by written notice to Joseph E. Tesch with 30 days notice of termination, which ever first occurs.

This Power of Attorney is irrevocable except as set forth above and may be relied upon by all parties until notice of revocation is recorded in the office of the Summit County Recorder.

I, **Gayle K. Larsen,** the Principal, sign my name to this Power of Attorney this **December 15th, 2011,** and being first duly sworn, do declare to the undersigned authority that I sign and execute this instrument as my Power of Attorney and that I sign it willingly, or willingly direct another to sign for me, that I execute it as my free and voluntary act for the purposes expressed in the Power of Attorney and that I am eighteen years of age or older, of sound mind and under no constraint or undue influence.

Gayle K. Larsen

Gayle K. Larsen, Principal

State of Florida)
: ss.
County of MIAMI-DADE)

On this the 15th day of December, 2011, Gayle K. Larsen, whose identity is personally known to me or has been proven on the basis of satisfactory evidence, and being first duly sworn, acknowledged that she was authorized to execute the foregoing instrument and that she did so of her own voluntary act.

MARIA DEL CARMEN BALLESTER
MY COMMISSION # EE 121195
EXPIRES: August 29, 2015
Bonded Thru Notary Public Underwriters

Notary Public

EXHIBIT A

A PORTION OF THE NORTHWEST QUARTER OF SECTION 22, TOWNSHIP 1 SOUTH, RANGE 4 EAST, SALT LAKE BASE AND MERIDIAN, U.S. SURVEY, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

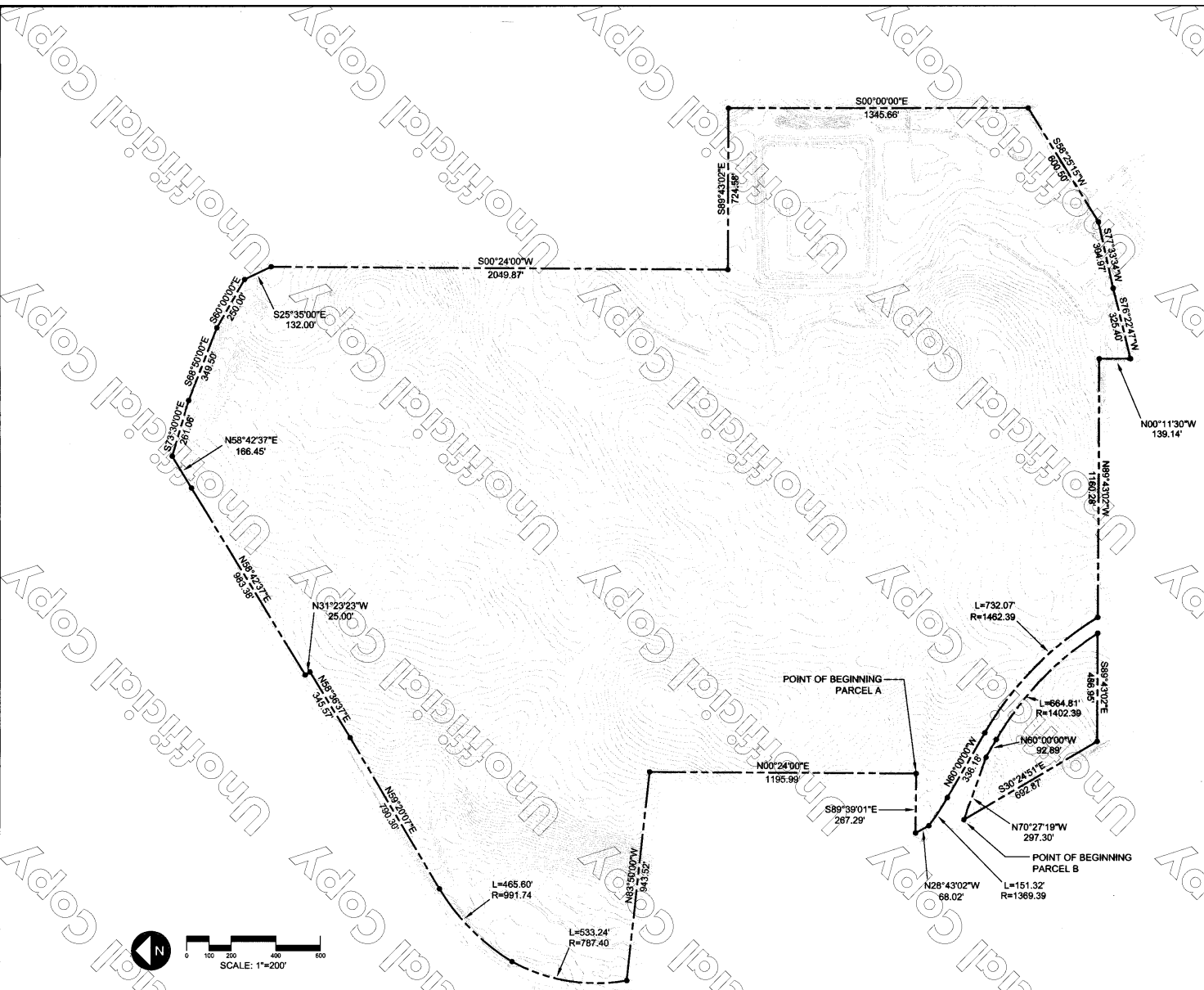
BEGINNING AT A POINT WHICH IS SOUTH 89 DEGREES 56 MINUTES EAST ALONG THE SECTION LINE 529.71 FEET FROM THE NORTHWEST CORNER OF SAID SECTION 22, AND RUNNING THENCE SOUTH 89 DEGREES 56 MINUTES EAST 1697.79 FEET; THENCE SOUTH 00 DEGREES 12 MINUTES 36 SECONDS EAST 698.39 FEET; THENCE NORTH 89 DEGREES 56 MINUTES WEST 1697.79 FEET; THENCE NORTH 00 DEGREES 12 MINUTES 36 SECONDS WEST 698.39 FEET TO THE POINT OF BEGINNING.

LESS AND EXCEPTING ANY PORTION PREVIOUSLY DEEDED TO THE UTAH DEPARTMENT OF TRANSPORTATION RECORDED JUNE 15, 1992 AS ENTRY NO. 360533, IN BOOK 667, AT PAGE 378, SUMMIT COUNTY RECORDER'S OFFICE.

ALSO LESS AND EXCEPTING:

BEGINNING AT A POINT WHICH IS SOUTH 694.60 FEET AND EAST 734.85 FEET FROM THE NORTHEAST CORNER OF SECTION 21, TOWNSHIP 1 SOUTH, RANGE 4 EAST, SALT LAKE BASE AND MERIDIAN AND RUNNING THENCE NORTH 62 DEGREES 55 MINUTES 20 SECONDS EAST, 536.95 FEET; THENCE SOUTH 24 DEGREES 40 MINUTES 16 SECONDS EAST, 577.54 FEET TO A POINT ON A 530.00 FOOT RADIUS CURVE TO THE LEFT (RADIUS POINT BEARS SOUTH 24 DEGREES 40 MINUTES 16 SECONDS EAST) AND RUNNING ALONG SAID CURVE 197.30 FEET; THENCE SOUTH 44 DEGREES 00 MINUTES WEST, 290.27 FEET TO THE POINT OF CURVATURE OF A 250.00 FOOT RADIUS CURVE TO THE RIGHT (RADIUS POINT BEARS NORTH 46 DEGREES 00 MINUTES WEST) AND RUNNING ALONG SAID CURVE 187.62 FEET; THENCE SOUTH 87 DEGREES 00 MINUTES 00 SECONDS WEST 64.92 FEET; THENCE NORTH 3 DEGREES 00 MINUTES WEST, 265.45 FEET TO THE POINT OF CURVATURE OF A 1035.00 FOOT RADIUS CURVE TO THE LEFT (RADIUS POINT BEARS SOUTH 87 DEGREES 00 MINUTES WEST) AND RUNNING ALONG SAID CURVE 434.94 FEET TO THE POINT OF BEGINNING.

TAX ID Number: SS-48-B-1



Silver Creek Village

LEGAL DESCRIPTION

PARCEL A

A parcel of land situate in the Northwest Quarter of Section 22, the Northeast Quarter of Section 21, the Southeast Quarter of Section16, and the Southwest Quarter of Section 15, Township 1 South, Range 4 East Salt Lake Base and Meridian being more particularly described as follows:

Beginning at the Southwest Corner of Said Section 15; thence North 00°24'00" East 1195.99 feet; thence North 83°50'00" West 943.52 feet; thence Northeasterly 533.24 feet along the arc of a 787.40 foot radius non-tangent curve to the right (chord bears North 09°26'52" East 523.11 feet); thence Northeasterly 465.60 feet along the arc of a 991.74 foot radius non-tangent curve to the right (chord bears North 45°09'39" East 461.33 feet; thence North 59°20'07" East 790.30 feet; thence North 58°36'37" East 345.57 feet; thence North 31°23'23" West 25.00 feet; thence North 58°42'37" East 983.38 feet; thence North 58°42'37" East 166.45 feet; thence South 73°30'00" East 261.06 feet; thence South 68°50'00" East 349.50 feet; thence South 60°00'00" East 250.00 feet; thence South 25°35'00" East 132.00 feet; thence South 00°24'00" West 2049.87 feet; thence South 89°43'02" East 724.58 feet; thence South 00°00'00" East 1345.66 feet; thence South 58°25'15" West 600.50 feet; thence South 77°33'34" West 304.97 feet; thence South 76°22'47" West 325.40 feet; thence North 00°11'30" West 139.14 feet; thence North 89°43'02" West 1160.28 feet; thence Northwesterly 732.07 feet along the arc of a 1462.39 foot radius non-tangent curve to the left (chord bears North 45°39'33" West 724.45 feet); thence North 60°00'00" West 336.18 feet; thence Northwesterly 151.32 feet along the arc of a 1369.39 foot radius non-tangent curve to the right (chord bears North 56°50'04" West 151.24 feet; thence North 28°43'02" West 68.02 feet; thence South 89°39'01" East 267.29 feet to the point of beginning.

Contains 10,430,944 sq.ft., or 239.46 acres.

PARCEL B

A parcel of land situate in the Northeast Quarter of Section 21, and the Northwest Quarter of Section 22, Township 1 South, Range 4 East Salt Lake Base and Meridian being more particularly described as follows:

Beginning at a point North 89°39'01" West 207.48 feet, and South 00°00'00" East 216.17 feet from the Northeast Corner of Said Section 21; thence South 70°27'19" East 297.30 feet; thence South 60°00'00" East 92.89 feet; thence Southeasterly 664.81 feet along the arc of a 1402.39 foot radius curve to the right (chord bears South 46°25'10 East 658.60 feet); thence North 89°43'02" West 486.95 feet; thence North 30°24'51" West 692.87 feet to the point of beginning.

Contains 211,890 sq.ft., or 4.864 acres more or less.

TOTAL SPA BOUNDARY - 244.324 ACRES

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Unofficial Copy

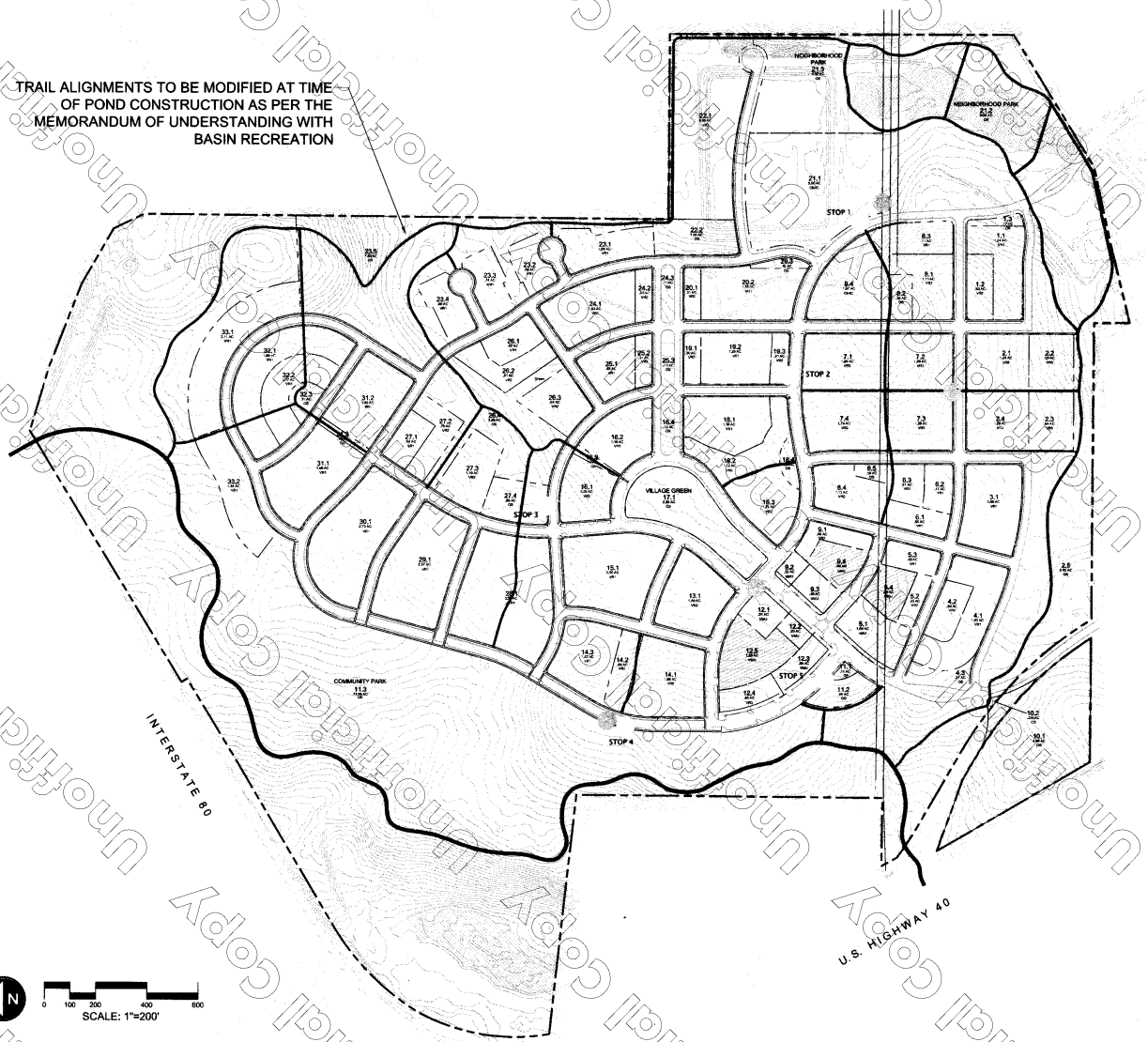
Langvardt Design Group

Boundary Survey and Legal Description

A1

Revised June 1, 2015

Silver Creek Village



LAND USE LEGEND

PARCEL # 5.1
PARCEL ACREAGE 1.09 AC
LAND USE VMU

MOST INTENSE USE

VMU	VILLAGE MIXED USE	COMMERCIAL/OFFICE MULTI-FAMILY PARKING
VR3	VILLAGE RESIDENTIAL 3	MULTI-FAMILY
VR2	VILLAGE RESIDENTIAL 2	MULTI-FAMILY SINGLE FAMILY
VR1	VILLAGE RESIDENTIAL 1	SINGLE FAMILY
C	CIVIC	SCHOOLS CHURCHES COMMUNITY SERVICE
OS	OPEN SPACE	PARKS/ACTIVE RECREATION TRAILS PASSIVE RECREATION

LEAST INTENSE USE

TRANSIT STOP

BIKE SHARE STATION

TOTAL SPA AREA	244.33 AC
ANTICIPATED USES	50,000 SF COMMERCIAL 939 MULTI-FAMILY 351 SINGLE FAMILY
TOTAL UNITS	1,290
OPEN SPACE	153.9 AC 63.0%

NOTES:
LAND USES AND PARCEL DENSITIES MAY BE MODIFIED AS PER DEVELOPMENT AGREEMENT LANGUAGE. UNIT TYPE DENSITIES MAY VARY AS MARKET CONDITIONS DEMAND.

SEE SHEET C1 FOR ANTICIPATED PARCEL DENSITIES AND DEVELOPMENT STANDARDS FOR EACH LAND USE PARCEL.

SEE SHEET D1 FOR ALLOWED USES.

Langvardt Design Group

Land Use Plan

B1

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Unofficial Copy

Revised May 20, 2015

Silver Creek Village

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PARCEL BY PARCEL STANDARDS

	Parcel	Parcel AC	Land Use	Anticipated Uses	Anticipated Units	Reuse Water Req'd	Special Conditions/Triggers
Block 1	1.1	1.24	VR1	SINGLE FAMILY	11		
	1.2	0.86	VR2	TOWNHOUSE	11		
	1.3	0.17	OS	OPEN SPACE			
Block 2	2.1	1.24	VR3	APARTMENT	42	YES	
	2.2	0.90	VR3	APARTMENT	27	YES	
	2.3	0.94	VR3	APARTMENT	27	YES	
	2.4	1.29	VR3	APARTMENT	37	YES	
	2.5	9.92	OS	OPEN SPACE		YES	
Blk 3	3.1	1.69	VR1	SINGLE FAMILY	15		
Block 4	4.1	1.63	VR1	SINGLE FAMILY	12		
	4.2	0.59	VR2	TOWNHOUSE	7		
	4.3	0.37	OS	PARK		YES	
Block 5	5.1	1.09	VMU	MIXED USE	16		REQUIRES PARCEL 11.1 COMPLETION WITHIN 24 MONTHS OF PLAT RECORDATION
	5.2	0.33	VR2	TOWNHOUSE	3		
	5.3	0.49	VR1	SINGLE FAMILY	5		
	5.4	0.65	VMU	PARKING	0		SURFACE PARKING FOR PARCEL 5.1 USES
Block 6	6.1	0.55	VR1	SINGLE FAMILY	6		
	6.2	0.47	VR1	SINGLE FAMILY	4		
	6.3	0.51	VR2	TOWNHOUSE	6		REQUIRES PARCEL 6.5 COMPLETION WITHIN 24 MONTHS OF PLAT RECORDATION
	6.4	1.23	VR2	TOWNHOUSE	23		REQUIRES PARCEL 6.5 COMPLETION WITHIN 24 MONTHS OF PLAT RECORDATION
	6.5	0.18	OS	POCKET PARK			
Block 7	7.1	1.69	VR3	APARTMENT	64	YES	
	7.2	1.29	VR3	APARTMENT	27	YES	
	7.3	1.35	VR3	APARTMENT	29	YES	
	7.4	1.74	VR3	APARTMENT	56	YES	
Block 8	8.1	1.10	VR2	TOWNHOUSE	22		REQUIRES PARCEL 8.2 COMPLETION WITHIN 24 MONTHS OF PLAT RECORDATION
	8.2	0.36	OS	POCKET PARK			
	8.3	0.71	VR1	SINGLE FAMILY	4		
	8.4	1.97	C	CIVIC		YES	HEIGHT TO BE DETERMINED BY DRC
Block 9	9.1	0.49	VR2	TOWNHOUSE	13		
	9.2	0.22	VMU	MIXED USE	14		
	9.3	0.48	VMU	MIXED USE	19		
	9.4	0.66	VMU	PARKING	0		
Blk 10	10.1	4.86	OS	OPEN SPACE			
	10.2	0.03	OS	OPEN SPACE			
Block 11	11.1	0.15	OS	PARK		YES	
	11.2	0.59	OS	NEIGH. GARDEN		YES	REQUIRED TO BE COMPLETED WITH THE ADJACENT ROADWAY CONSTRUCTION
	11.3	74.65	OS	COMM. PARK		YES	
Block 12	12.1	0.51	VMU	MIXED USE	0		
	12.2	0.26	VMU	MIXED USE	14		
	12.3	0.58	VMU	MIXED USE	52		REQUIRES PARCEL 11.1 COMPLETION WITHIN 24 MONTHS OF PLAT RECORDATION
	12.4	0.55	VR3	CONDOMINIUM	30		
	12.5	1.25	VMU	PARKING			
Blk 13	13.1	1.49	VR2	TOWNHOUSE	45		REQUIRES PARCEL 17.1 COMPLETION WITHIN 24 MONTHS OF PLAT RECORDATION
Block 14	14.1	1.88	VR2	TOWNHOUSE	48		
	14.2	0.6	VR2	TOWNHOUSE	13		
	14.3	1.42	VR1	SINGLE FAMILY	22		

	Parcel	Parcel AC	Land Use	Anticipated Uses	Anticipated Units	Reuse Water Req'd	Special Conditions/Triggers
Blk 15	15.1	2.45	VR1	SINGLE FAMILY	28		REQUIRES PARCEL 17.1 COMPLETION WITHIN 24 MONTHS OF PLAT RECORDATION
Block 16	16.1	1.02	VR3	CONDOMINIUM	40	YES	REQUIRES PARCELS 16.3 & 17.1 COMPLETION WITHIN 24 MONTHS OF PLAT RECORDATION
	16.2	1.19	VR1	SINGLE FAMILY	12		REQUIRES PARCELS 16.3 & 17.1 COMPLETION WITHIN 24 MONTHS OF PLAT RECORDATION
	16.3	0.13	OS	OPEN SPACE		YES	
	16.4	0.12	OS	OPEN SPACE		YES	
Blk 17	17.1	2.26	OS	VILLAGE GREEN		YES	
Block 18	18.1	1.5	VR1	SINGLE FAMILY	13		
	18.2	1.12	VR2	TOWNHOUSE	25		REQUIRES PARCELS 17.1, 18.4 COMPLETION WITHIN 24 MONTHS OF PLAT RECORDATION
	18.3	1.25	VR2	TOWNHOUSE	21		REQUIRES PARCELS 17.1, 18.4 COMPLETION WITHIN 24 MONTHS OF PLAT RECORDATION
	18.4	0.23	OS	POCKET PARK			
Block 19	19.1	0.3	VR2	TOWNHOUSE	8		
	19.2	1.26	VR1	SINGLE FAMILY	14		
	19.3	0.31	VR2	TOWNHOUSE	10		
Block 20	20.1	0.31	VR2	TOWNHOUSE	8		
	20.2	1.78	VR1	SINGLE FAMILY	16		
	20.3	0.16	OS	OPEN SPACE			
Block 21	21.1	5.00	C	CIVIC	0	YES	REQUIRES PHASE 2 OF PARCEL 21.2 COMPLETION
	21.2	9.96	OS	NEIGHB. PARK		YES	
	21.3	4.32	OS	NEIGHB. PARK		YES	TO BE COMPLETED WITH PARCEL 21.1
Block 22	22.1	4.58	VR3	CONDOMINIUM	94	YES	REQUIRES PARCEL 22.2 COMPLETION WITHIN 24 MONTHS OF PLAT RECORDATION
	22.2	1.03	OS	NEIGH. GARDEN		YES	
Block 23	23.1	1.06	VR1	SINGLE FAMILY	7		
	23.2	0.59	VR1	SINGLE FAMILY	4		
	23.3	0.74	VR1	SINGLE FAMILY	5		
	23.4	0.69	VR1	SINGLE FAMILY	5		
	23.5	7.89	OS	OPEN SPACE			
Block 24	24.1	1.63	VR1	SINGLE FAMILY	13		
	24.2	0.31	VR2	TOWNHOUSE	8		
	24.3	0.11	OS	OPEN SPACE		YES	
Block 25	25.1	0.88	VR1	SINGLE FAMILY	8		
	25.2	0.31	VR2	TOWNHOUSE	8		
	25.3	0.11	OS	OPEN SPACE		YES	
Block 26	26.1	0.62	VR1	SINGLE FAMILY	4		
	26.2	0.83	VR2	TOWNHOUSE	14		
	26.3	0.94	VR2	TOWNHOUSE	17		
	26.4	3.38	OS	OPEN SPACE		YES	
Block 27	27.1	0.54	VR1	SINGLE FAMILY	5		
	27.2	0.76	VR2	TOWNHOUSE	14		
	27.3	1.10	VR2	TOWNHOUSE	22		REQUIRES PARCEL 27.4 COMPLETION WITHIN 24 MONTHS OF PLAT RECORDATION
	27.4	0.88	OS	NEIGH. GARDEN		YES	
Blk 28	28.1	3.57	VR1	SINGLE FAMILY	35		
Blk 29	29.1	2.57	VR1	SINGLE FAMILY	20		
Blk 30	30.1	2.73	VR1	SINGLE FAMILY	19		
	Parcel	Parcel AC	Land Use	Anticipated Uses	Anticipated Units	Reuse Water Req'd	Special Conditions/Triggers
Block 31	31.1	1.95	VR1	SINGLE FAMILY	13		REQUIRES PARCEL 31.3 COMPLETION WITHIN 24 MONTHS OF PLAT RECORDATION
	31.2	1.62	VR1	SINGLE FAMILY	13		REQUIRES PARCEL 31.3 COMPLETION WITHIN 24 MONTHS OF PLAT RECORDATION
	31.3	0.15	OS	OPEN SPACE			
Block 32	32.1	1.96	VR1	SINGLE FAMILY	13		
	32.2	1.17	VR1	SINGLE FAMILY	7		REQUIRES PARCEL 32.3 COMPLETION WITHIN 24 MONTHS OF PLAT RECORDATION
	32.3	0.31	OS	POCKET PARK			
Block 33	33.1	2.11	VR1	SINGLE FAMILY	10		
	33.2	1.44	VR1	SINGLE FAMILY	8		

SEE SHEET B1 FOR THE LAND USE PLAN PARCEL LOCATIONS AND IDENTIFICATION.

SEE EXHIBIT I1 -DEVELOPMENT STANDARDS FOR SETBACKS, BUILDING HEIGHTS AND PARKING REQUIREMENTS BY PARCEL.

BUILDING HEIGHTS SHALL BE MEASURED AS DEFINED IN THE CODE.

PARCELS MUST MAINTAIN THE LAND USE IDENTIFIED IN THE LAND USE PLAN (EXHIBIT B1) UNLESS THE USE IS GOING TO A LESS INTENSE USE. ALL DENSITIES/USES PROPOSED WITHIN A DEVELOPMENT PARCEL MUST ALWAYS MEET PARCEL DESIGN STANDARDS AND CODE REQUIREMENTS.

ALL COMMERCIAL PARKING REQUIREMENTS WILL BE PROVIDED AS REQUIRED BY USE PER THE CODE. SHARED PARKING REDUCTIONS WILL BE ALLOWED PER THE DEVELOPMENT AGREEMENT WITH JUSTIFICATIONS PROVIDED AS PART OF THE APPROVAL PROCESS.

DEFINITIONS:

BLOCK - AN AREA AS IDENTIFIED ON THE LAND USE PLAN THAT IS MADE UP OF MULTIPLE PARCELS AS IDENTIFIED HERE.

PARCEL - AN AREA OF PROPERTY WITHIN A BLOCK AS SHOWN HERE AND DEPICTED WITHIN THE LAND USE PLAN - EXHIBIT B1.

PARCEL AC - THE ACREAGE WITHIN A PARCEL IN ACRES (AC).

LAND USE - THE ALLOWED LAND USE AS DEFINED ON EXHIBIT B1 - LAND USE PLAN IDENTIFYING THOSE USES ALLOWED WITHIN A PARCEL.

ANTICIPATED USES - THOSE USES IDENTIFIED BY THE DEVELOPER AS THE INTENDED USE FOR THE PARCEL. OTHER USES MAY BE PERMITTED BUT MUST MEET THE LAND USE CATEGORY AND SPECIFIC PARCEL STANDARDS FOR THAT PARCEL.

ANTICIPATED UNITS - THE TARGET NUMBER OF UNITS FOR EACH PARCEL. THE ACTUAL NUMBER OF UNITS MAY BE INCREASED BY A MAXIMUM OF 25% OR REDUCED FROM THIS TARGET NUMBER AS IDENTIFIED IN THE DEVELOPMENT AGREEMENT AND AS ALLOWED PER EXHIBIT I1.

REUSE WATER REQUIREMENT - PARCELS IDENTIFIED MUST PROVIDE GREYWATER/SECONDARY IRRIGATION CONNECTIONS AND DISTRIBUTION LINES THROUGHOUT THE PROJECT AS NEEDED FOR IRRIGATION IN ORDER TO CONNECT TO THE POTENTIAL FUTURE SECONDARY IRRIGATION SYSTEM.

SPECIAL CONDITIONS/TRIGGERS - IDENTIFIES THOSE SPECIAL REQUIREMENTS OF EACH PARCEL FOR COMPLETION TIMING, PUBLIC BENEFIT REQUIREMENTS, OR OTHER SPECIFIC PARCEL DETAILS. SEE ALSO SECTION 5 OF THE DEVELOPMENT AGREEMENT.

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Silver Creek Village

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ALLOWED USES

USE	VMU	VR3	VR2	VR1	C	OS
Accessory Buildings under 2,000 sf	A	A	A	A	A	A
Accessory Buildings over 2,000 sf	A	A	A	C	C	C
Auto Rental	L	*	*	*	*	*
Auto Repair, Service and Detailing	C	*	*	*	*	*
Assisted Living Facility	C	C	C	C	*	*
Banks and Financial Services with Drive Thru	A	*	*	*	*	*
Bar	L	*	*	*	C	*
Bed and Breakfast Inn	C	C	C	*	*	*
Building and Maintenance Services	L	L	L	*	L	L
Car Port, Parking	L	L	L	L	L	L
Child Care, In-home	A	A	A	A	*	*
Child Care Center	A	C	C	C	L	*
Churches, Schools, Institutional Uses	L	L	L	L	L	L
Community Garden	L	L	L	L	A	A
Condominium Hotel	A	*	*	*	*	*
Construction Management Office	T	T	T	T	T	T
Cultural Activity	L	C	C	C	L	L
Dwelling Unit, Accessory under 1,000 sf	A	A	A	A	*	*
Dwelling Unit, Multi Family, Loft	A	A	*	*	*	*
Dwelling Unit, Multi-Family, Apartment	A	A	C	*	*	*
Dwelling Unit, Multi-Family, Condominium	A	A	C	*	*	*
Dwelling Unit, Multi-Family, Townhouse	A	A	A	*	*	*
Dwelling Unit, Single-Family	*	*	A	A	*	*
Food cart, outdoor/mobile food vendor	A	*	*	*	*	A
Funeral Services	A	*	*	*	*	*
Gasoline Service Station/Convenience Store	C	*	*	*	*	*
Group Home	L	L	*	*	*	*
Health Care Facility	L	L	*	*	*	*
Home-based Businesses Class 1	A	A	A	A	*	*
Hotel, Lodge, Motel or Inn	L	*	*	*	*	*
Indoor Entertainment	L	C	*	*	C	C
Laundromat	A	*	*	*	*	*
Liquor Store, State	A	*	*	*	*	*
Maintenance Facility, Park or HOA	C	C	*	*	C	C
Mining, Resource Extraction	L	L	L	L	L	L
Nursery, Retail	C	C	*	*	C	*
Nursing Home	L	L	C	*	*	*
Offices, General	A	*	*	*	*	*
Offices, Intensive	A	*	*	*	*	*
Offices, Medical and Dental	L	*	*	*	*	*
Offices, Moderate	A	*	*	*	*	*
Open Recreation	C	C	C	C	C	C

USE	VMU	VR3	VR2	VR1	C	OS
Open Space	A	A	A	A	A	A
Outdoor Dining	A	*	*	*	*	*
Outdoor Display of Merchandise, on premise	A	*	*	*	*	*
Parks	A	A	A	A	A	C
Parking Lot, Structured	L	C	C	*	*	*
Parking Lot, Surface	A	A	A	*	A	L
Personal Services	A	*	*	*	*	*
Pet Services and Grooming	A	*	*	*	*	*
Property Management Offices/Check in Facilities	L	L	C	*	*	*
Public Facilities	C	C	C	C	C	C
Reception Center	C	C	C	C	C	C
Recreation, Public	C	C	C	C	C	C
Recreation and Athletic Facility, Commercial	L	C	*	*	C	C
Recreation and Athletic Facility, Private	L	C	*	*	C	C
Recycling Facilities, Class I	A	A	A	*	A	A
Recycling Facilities, Class II	C	*	*	*	*	*
Rehearsal or teaching studio for creative, performing and/or martial arts with no public performances	A	*	*	*	*	A
Repair Services, Consumer	A	*	*	*	*	*
Restaurant, Deli or take out, Neighborhood	A	*	*	*	*	*
Restaurant, Full Service	A	*	*	*	*	*
Retail Sales, Associated with Service Commercial	A	*	*	*	*	*
Retail Sales, Food	A	*	*	*	*	*
Retail Sales, General	A	*	*	*	*	*
Satellite dish antenna 36 inches in diameter or less	A	A	A	A	A	A
Satellite dish antenna, more than 36 inches in diameter	A	A	C	*	C	C
Seasonal Plant & Agricultural Sales, Project Nursery	T	T	T	T	T	T
Signs	L	L	L	L	L	L
Skating Rink, Outdoor	L	L	*	*	L	L
Telecommunications Facility	C	C	*	*	C	C
Temporary Structures	T	T	T	T	T	T
Trails, Community Wide	A	A	A	A	A	A
Trails, Neighborhood	A	A	A	A	A	A
Utility Facilities, Underground	A	A	A	A	A	A
Utility Facilities, Above-Ground	L	C	C	*	C	C
Veterinarian	L	*	*	*	*	*

IN CASES WHERE A PROPOSED USE IS NOT LISTED IN THE TABLE, THE COMMUNITY DEVELOPMENT DIRECTOR SHALL COMPARE THE NATURE AND CHARACTERISTICS OF THE PROPOSED USE WITH THOSE OF THE USES SPECIFICALLY LISTED AND MAKE A DETERMINATION IF THE PROPOSED USE IS SIMILAR IN NATURE AND LOGICALLY FITS INTO ANY OF THE CATEGORIES LISTED. WHERE IT IS DETERMINED THAT THE PROPOSED USE IS CONSISTENT WITH AN EXISTING CATEGORY OR USE, THE PROPOSED USE SHALL BE PERMITTED, CONDITIONAL, OR PROHIBITED AS THE EXISTING USE WITH WHICH IT HAS BEEN ASSOCIATED. IN CASES WHERE A USE IS SIMILAR IN NATURE TO MORE THAN ONE CATEGORY, THE MORE SPECIFIC CATEGORY SHALL APPLY. IF IT IS DETERMINED THAT THE PROPOSED USE IS NOT SIMILAR IN NATURE TO ANY OF THE USES LISTED, THE USE SHALL BE PROHIBITED UNLESS AND UNTIL THIS TITLE IS AMENDED TO SPECIFICALLY INCLUDE THE USE. THE COMMUNITY DEVELOPMENT DIRECTOR MAY REFER ANY USE INQUIRY TO THE PLANNING COMMISSION FOR CONSIDERATION.

SEE EXHIBITS D2-D4 FOR ALLOWED USE DEFINITIONS.

LAND USES - SEE EXHIBIT B1

VMU - VILLAGE MIXED USE

VR3 - VILLAGE RESIDENTIAL 3

VR2 - VILLAGE RESIDENTIAL 2

VR1 - VILLAGE RESIDENTIAL 1

C - CIVIC

OS - OPEN SPACE

PERMIT REQUIREMENT

A - ALLOWED USE

L - LOW IMPACT PERMIT

C - CONDITIONAL USE PERMIT

T - TEMPORARY USE PERMIT

* - USE NOT ALLOWED

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DEFINITIONS

ACCESSORY BUILDING: A building or structure which is subordinate to, and the use of which is incidental to that of, the principal building, structure or use on the same lot.

AUTO RENTAL: Rental of automobiles and light trucks and vans, including incidental parking and servicing of vehicles for rent or lease.

AUTOMOTIVE REPAIR, SERVICE AND DETAILING: An establishment primarily engaged in the repair of automobiles, noncommercial trucks, motorcycles, motor homes, recreational vehicles, or boats, including the sale, installation, and servicing of equipment and parts. Typical uses include muffler shops, auto repair garages, tire sales and installation, wheel and brake shops, body and fender shops, and similar repair and service activities, but excluding dismantling or salvage.

ASSISTED LIVING FACILITY: Residential care facility that provides housing, meals, personal care and supportive services to older persons and disabled adults who are unable to live independently.

BANKS AND FINANCIAL SERVICES WITH DRIVE THRU: An establishment primarily engaged in the provision of financial and banking services. Typical uses include banks, savings and loan institutions, stock and bond broker's loan and lending activities.

BAR: An establishment serving alcoholic beverages for consumption on the premises. The term "bar" shall also include taverns, discotheques, nightclubs, private liquor clubs, saloons and other similar uses.

BED AND BREAKFAST INN: An owner occupied residence in which up to eight (8) rooms are rented for overnight lodging to travelers, and where one or more meals is provided to the guests only, the price of which may be included in the room rate.

BUILDING AND MAINTENANCE SERVICES: An establishment primarily engaged in the provision of maintenance and custodial services to firms or dwelling units. Typical uses include exterminating services, disinfecting services, janitorial services, landscape maintenance, or window cleaning services.

CAR PORT, PARKING: A covered structure used to offer limited protection to vehicles from the elements. The structure can either be free standing or attached to a wall. Unlike most structures a carport does not have four walls, and usually has one or two.

CHILDCARE CENTER, IN HOME: Providing childcare services within a dwelling that is licensed by the state wherein are received nine (9) or more children under seventeen (17) years of age who are not related to such person and whose parents or guardians are not residents in the same house with such person responsible for the control and care of children enrolled therein.

CHILDCARE CENTER: Any place operated by a person, society, agency, corporation, institution, or any other group that is licensed by the state wherein are received nine (9) or more children under seventeen (17) years of age who are not related to such person and whose parents or guardians are not residents in the same house and with such person, society, agency, corporation, or institution responsible for the control and care of children enrolled therein.

CHURCH: An institution that persons regularly attend to participate in religious services, meetings, and other related activities.

COMMUNITY GARDEN: A single piece of land gardened collectively by a group of people.

CONDOMINIUM HOTEL: A residential building comprised of condominium units that are wholly owned but may be rented on a nightly basis, with a registration desk at the entrance.

CONSTRUCTION MANAGEMENT OFFICE: A mobile home, travel trailer, truck trailer, or other structure used as an office in conjunction with a construction project.

CULTURAL ACTIVITY: A facility providing nature exhibitions, libraries, museums, art galleries, botanical gardens, historic sites or similar uses displaying, preserving, and exhibiting objects, of community and cultural interest in one or more of the arts and sciences.

DWELLING UNIT: A building or portion thereof containing living facilities, including provision for sleeping, eating, cooking, and sanitation, and is intended for occupancy by a family and its guests, independent of other families. May also be referred to as a dwelling.

DWELLING UNIT, ACCESSORY UNDER 1,000 SF: A structure or a portion of a structure which is used by the owner of the primary residency or primary tenant as a dwelling for the private use of the property owner's relatives, domestic help, caretakers, nursing staff, houseguest, or similar users. An accessory dwelling unit shall contain cooking, sanitation, and sleeping facilities.

DWELLING UNIT, MULTI-FAMILY LOFT: A residential unit located above a commercial/office use or other loft or live/work unit.

DWELLING UNIT, MULTI-FAMILY APARTMENT: A dwelling unit, available for rent, in a structure containing three (3) or more dwelling units sharing common horizontal floors/ceilings, but not including hotels and lodges.

DWELLING UNIT, MULTI-FAMILY CONDOMINIUM: A dwelling unit, available for sale, in a structure containing three (3) or more dwelling units sharing common horizontal floors/ceilings, but not including hotels and lodges.

DWELLING UNIT, MULTI-FAMILY TOWNHOUSE: A dwelling unit in a structure containing two (2) or more units sharing one or more vertical common walls and no horizontal floors and ceilings, each of which is designed for and used as a dwelling unit exclusively by one family and its guests.

DWELLING UNIT, SINGLE-FAMILY: A detached principal building, other than a mobile home, designed for and used as a dwelling unit exclusively by one family and its guests. Only one of these dwelling units is permitted for each lot of record when identified as a permitted or conditional use, unless otherwise stated in this title.

FOOD CART, OUTDOOR/MOBILE VENDOR: A business that serves food or beverages or other goods and services from a self-contained unit either motorized or in a trailer on wheels, and conducts all or part of its operations on premises other than its own and is readily movable, without disassembling, for transport to another location.

FUNERAL SERVICES: An establishment engaged in undertaking services such as preparing the human dead for burial and arranging and managing funerals. Typical uses include funeral home or mortuaries.

GASOLINE SERVICE STATION WITH CONVENIENCE STORE: A place where gasoline, motor oil, lubricants, or other minor accessories are retailed directly to the public on the premises in combination with the retailing of items typically found in a convenience market or supermarket.

GROUP HOME: A dwelling shared by four (4) or more persons, including resident staff, who live together as a single housekeeping unit and in a long term, familylike environment in which staff persons provide care, education, and participation in community activities for the residents with the primary goal of enabling the resident to live as independently as possible. As used herein, the term "handicapped" shall mean having: a) a physical or mental impairment that substantially limits one or more of such person's major life activities so that such person is incapable of living independently; b) a record of having such impairment; or c) being regarded as having such an impairment. The term "handicapped" shall not include current illegal use of or addiction to a controlled substance, nor shall it include any person whose residency in the home would constitute a direct threat to the health and safety of other individuals. The term "group home" shall not include residential facilities for the handicapped, residential facilities for the elderly, alcoholism or drug treatment centers, work release facilities for convicts or ex-convicts, or other housing facilities serving as an alternative to incarceration.

HEALTHCARE FACILITY: Home health agencies, hospices, nursing care facilities, residential healthcare facilities, birthing centers, ambulatory surgical facilities, small healthcare facilities, facilities owned or operated by health maintenance organizations, and any other healthcare facility as defined by the Utah health care facility licensure and inspection act, Utah Code section 26-1-2. Healthcare facility does not include the offices of private physicians or dentists, whether for individual or group practice.

HOME BASED BUSINESSES, CLASS 1: A commercial or light industrial use which is clearly incidental and secondary to use of the premises as a dwelling and which is carried on wholly or in part within a main building or accessory building by a member of the family who resides on the premises.

HOTEL, LODGE, MOTEL OR INN: An establishment containing sleeping rooms for the temporary occupancy of guests. Accessory facilities may include a lobby, meeting rooms, recreation facilities, group dining facilities and/or other facilities or activities customarily associated with hotels, but not including lockouts or boarding houses. Motels are generally an establishment containing guestrooms or dwelling units, some or all of which have a separate entrance leading directly from the outside of the building with garage or parking space located on the lot and designed, used, or intended wholly or in part for the accommodation of automobile transients. Motel includes motor courts, motor lodges and tourist courts, but not mobile home parks or travel trailer parks.

INDOOR ENTERTAINMENT: An establishment providing entertainment or recreational activities within an enclosed building, including motion picture theaters, live theaters, roller skating, bowling, planetaria, ice skating and similar uses.

LAUNDROMAT: An establishment within which clothes washing and drying machines, and clothes dry cleaning machines, either coin operated or attendant operated, are provided on a rental basis for use by individuals doing their own laundry and dry cleaning. Laundromat does not include outdoor drying facilities.

LIQUOR STORE, STATE: a retail shop operated by the State of Utah Department of Alcoholic Beverage Control that sells prepackaged alcoholic beverages intended to be consumed off the store's premises.

MAINTENANCE FACILITY, PARK OR HOA: A facility containing necessary structures for the maintenance of project park or HOA facilities. This may include all buildings, storage areas/yards, parking and other related elements necessary to provide adequate maintenance services for the project.

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DEFINITIONS

MINING, RESOURCE EXTRACTION: An establishment engaged in activities conducted below the surface of the land for the exploration of, development of, or extraction of a mineral deposit, including, but not limited to, the surface effects of underground and in situ mining, on site transportation, concentrating, milling, evaporation, and other primary processing. Does not include strip mining.

NURSERY, RETAIL: A place in which plants are raised for horticultural purposes and transplanting or direct retail sale to individuals.

NURSING HOME: An establishment described also as a "rest home", or "convalescent home", other than a hospital, in which persons are lodged and furnished with care rather than diagnoses and treatment.

OFFICES, GENERAL: A room or a suite of rooms or portion of a building used for the practice of a profession or for the conduct of a business that involves the accessory sale of goods from the premises. If the goods or merchandise are sold for delivery on or from the premises, and constitutes a portion greater than twenty percent (20%) of the gross revenue from the office, then the premises shall be considered a store.

OFFICES, INTENSIVE: A business offering executive, administrative, professional or clerical services with a high level of client interaction and traffic generated; and/or a business which employs five (5) or more persons per one thousand (1,000) square feet of net leasable office space.

OFFICES, MEDICAL AND DENTAL: A building used exclusively by physicians, dentists, and similar personnel for the treatment and examination of patients solely on an outpatient basis, provided that no overnight patients shall be kept on the premises.

OFFICES, MODERATE: A business offering executive, administrative, professional or clerical services with a moderate level of client interaction and traffic generated.

OPEN RECREATION: An area used primarily for recreational activities occurring in an outdoor, unenclosed area, including fairgrounds, mini golf, driving ranges, and similar uses.

OPEN SPACE: Means and refers to any land or area that is unimproved and set aside, dedicated, designated, or reserved for public or private use and does not contain development or any use requiring a development permit.

OUTDOOR DINING: Food service from an approved restaurant use that occurs outside of the restaurant typically adjacent to the street, public space or open space.

OUTSIDE DISPLAY OF MERCHANDISE: The keeping of goods, merchandise or vehicles in an uncovered area measuring less than five hundred (500) square feet, for a period of less than twenty four (24) hours, for purposes of sale.

PARKS: A park and recreation area under the management and control of a public agency and open to the public, or under the management and control of a neighborhood or commercial owners' association that may or may not be open to the public.

PARKING LOT, SURFACE: An unenclosed area, other than a road or right of way, devoted to parking spaces for four (4) or more motor vehicles.

PARKING LOT, STRUCTURED: A building for short-term storage of motor vehicles, having two or more tiers or levels and at least two open sides, and with the top tier either roofed or not.

PERSONAL SERVICE: An establishment primarily engaged in the provision of frequently or recurrently needed services of a personal nature. Typical uses include barber and beauty shops.

PET SERVICES AND GROOMING: An establishment providing grooming services, operated totally within a building, for dogs, cats, birds, fish and other small domestic animals customarily owned as household pets. Typical uses include dog bathing and clipping salons, and pet grooming shops, but excluding uses for livestock and large animals.

PROPERTY MANAGEMENT OFFICES/CHECK IN FACILITIES: Offices for the administration of residential or commercial real estate. Property management typically involves the managing of property that is owned by another party or entity and may include check in facilities. Managed properties include residential and vacation properties or commercial retail space.

PUBLIC FACILITIES: Facilities needed to support development as determined by the county council/county manager based upon the adopted levels of service. Including the following:
A. Transportation facilities, including roads, park and ride lots, intermodal centers, road maintenance buildings, bus shelters and intersections; and
B. Central water systems, including water quality, water treatment and storage capacity, and transmission/distribution system capacity and wells; and
C. Sanitary sewer systems, including lateral and collector sewers; and
D. Fire protection and suppression, including fire stations, fire equipment, trucks, hoses, and other apparatus necessary for the suppression of fires; and
E. Stormwater management facilities, including manmade structures or natural systems designed to collect, convey, hold, divert or discharge stormwater, and including stormwater sewers, canals, detention structures and retention structures; and
F. Police protection, including administrative offices, search and rescue facilities

RECEPTION CENTER: A room or rooms in a Retail Business suitable for entertaining guests or hosting events such as weddings, parties and meetings, esp. a lounge or dining room.

RECREATION, PUBLIC: A recreation facility operated by a public agency or designee and open to the public with or without a fee.

RECREATION AND ATHLETIC FACILITIES, COMMERCIAL: A recreation facility operated as a business on private or public property and open to the public for a fee, such as a tennis court, skating rink, or substantially similar use, and support facilities customarily associated with the development.

RECREATION AND ATHLETIC FACILITIES, PRIVATE: A recreation facility operated on private property and not open to the public, including recreation facilities owned by a homeowners' or property owners' association for private use by members.

RECYCLING FACILITY, CLASS I: Recycling containers totaling up to sixty (60) cubic yards of capacity per lot or residential/business development used for the collection and temporary storage of recyclable materials such as glass, plastic, aluminum, mixed metals, fiber, and cardboard. These facilities are generally for, but not limited to, the use by a specific residential neighborhood, civic facility, or commercial business park, and can be for the use of the entire community.

RECYCLING FACILITY, CLASS II: A building, structure or designated area with recycling containers totaling over sixty (60) cubic yards of capacity per lot or residential/business development used for the collection, and temporary storage or transfer of recyclable materials such as glass, plastic, aluminum, mixed metals, fiber, and cardboard that may be for the use of the entire community and typically operates as a commercial business.

REPAIR SERVICES, CONSUMER: An establishment primarily engaged in the provision of repair services to individuals and households rather than firms, but excluding automotive and equipment services. Typical uses include appliance repair shops, watch or jewelry repair shops, or musical instrument repair shops.

RESTAURANT, DELI OR TAKEOUT, NEIGHBORHOOD: An establishment where food is sold primarily for consumption off premises. A restaurant of this type has limited seating (12 or fewer seats) or no more than seventy five (75) square feet of patron area.

RESTAURANT, FULL SERVICE: A building in which food is prepared and served for consumption within the premises. Typical uses include buffets; cafes; cafeterias; caterers; coffee shops; diners; and dining rooms.

RETAIL SALES, FOOD: Establishments, including a grocery or substantially similar establishments, in which the primary use is the sale of foods to the consumer, including meat, fish, fruits, vegetables, candy, nuts, dairy products, bakery items, and other foods.

RETAIL SALES, GENERAL: An establishment primarily engaged in the sale or rental of commonly used goods and merchandise for personal or household use, but excluding those classified more specifically in this section. Typical uses include furniture stores, but including mail order houses, limited price variety stores, vending machine operators, direct sales, dry goods and general merchandise, and general stores or establishments providing the following products or services: home furnishings and appliances, wallpaper, carpeting and floor covering, or automotive parts and accessories (excluding service and installation). General retail sales does not include department stores.

SATELLITE DISH ANTENNA: All antennas which receive audio and/or video satellite signals.
A. Ground Mounted Satellite Dish Antenna: An antenna which is installed upon or otherwise attached to a pole or other supporting structure embedded in the ground.
B. Mesh Type Satellite Dish Antenna: An antenna which is constructed of a screen type or perforated material that does not substantially impair visibility, and is designed to minimize wind resistance.
C. Roof Mounted Satellite Dish Antenna: An antenna which is wholly located upon and permanently affixed to the roof of any structure.

SCHOOL: Any school owned or operated by a public local school district and offering instruction at the elementary, middle or senior high school levels or a private educational service providing instruction at the elementary, middle or senior high school levels in the same manner as a public local school district.

SEASONAL PLANT AND AGRICULTURAL PRODUCT SALES: The sale of agricultural or ornamental plants during the time of year in which the products are harvested.

Unofficial Copy

DEFINITIONS

SIGN: Any object, device, display, structure, flag, or part thereof, situated outdoors or indoors, which is used to advertise, identify, display, direct or attract attention to an object, person, institution, organization, business, product, service, event, or location. Signs shall only identify the business(es) located on the premises on which the sign is located. Any signs intended to advertise a business or activity of any type that is not located on the premises or property on which the activity is located are prohibited. Signs shall only state the legal name of the business, and shall not advertise the type of goods sold or services provided. Only the type of signs shall be permitted, only specifically authorized in a comprehensive sign plan. Provided, however, permitted signs must also comply with all other applicable provisions of this title.

Awning Signs: These are signs comprised of lettering and logos that are placed on the valance of the awning. Awning signs are not permitted to project into or over a road right of way.

Freestanding Signs: These signs are supported by poles, braces, or uprights extending from the ground or an object on the ground and are not attached to any part of a building. These signs must be located on the premises, the development parcel, or lot on which the specific use or uses being advertised is located.

Political Signs: A sign advertising a candidate for public office, proposition, or other issue to be voted on by the electorate.

Portable Signs: Any sign not permanently affixed to the ground or a building.

Projecting Signs: Are supported by a building or other structure and project out from the building or structure over sidewalks, lawns, or similar area in a manner that the display area is generally perpendicular to the face of the building or structure.

Temporary Signs: These signs are those made out of lightweight materials, with or without frames, and not affixed permanently to a building or the ground.

Wall Mounted Signs: Wall mounted business signs are those signs that area attached to or painted on the wall of a building, the display surface of the sign being parallel to the wall of the building on which the sign is placed, and advertises a business on the premises.

Window Signs: These are signs that are intended to be permanent and visible from the exterior of a building. They are painted on a window or depicted on or with any material placed, taped, or hung immediately on or behind the glazing.

SKATING RINK, OUTDOOR: A surface suitable for roller skating or ice skating, or both that is located outdoors but which may be enclosed on no more than one side and which may be covered.

TELECOMMUNICATIONS FACILITY: An unmanned structure which consists of "antennas", "antenna support structure", "telecommunications equipment" and "equipment enclosures", as defined herein, that transmit and/or receive voice and/or data communications through radio signals such as, but not limited to, cellular or PCS (personal communications system) communications and paging systems, whether commercially or privately owned.

TEMPORARY USE: A use intended for a limited duration.

TRAILS, COMMUNITY WIDE: A trail, developed or proposed as part of the basin wide trails corridor exhibit of the recreation and trails master plan, as revised over time, and generally designed for intrinsic recreation and nonmotorized transportation connections between neighborhoods, public facilities, commercial centers and to the back country. Community trails must be open to the public. Parking areas shall be designated at trailheads along the community wide trail system to disperse users and fulfill the need for staging areas and support facilities system wide in accordance with the Snyderville Basin recreation and trails master plan as amended.

TRAILS, NEIGHBORHOOD: A trail proposed by or developed by a developer, neighborhood or homeowners' association to serve the residents and guests within a development or neighborhood.

UTILITY FACILITIES, ABOVEGROUND: Utility towers and transmission and distribution towers greater than forty five feet (45') in height.

UTILITY FACILITIES, UNDERGROUND: Underground transmission lines exceeding twelve inches (12") in diameter (i.e., gas, oil, water) and utility towers and transmission lines forty five feet (45') in height or less.

VETERINARIAN: An establishment for the care and treatment of small, domestic animals.

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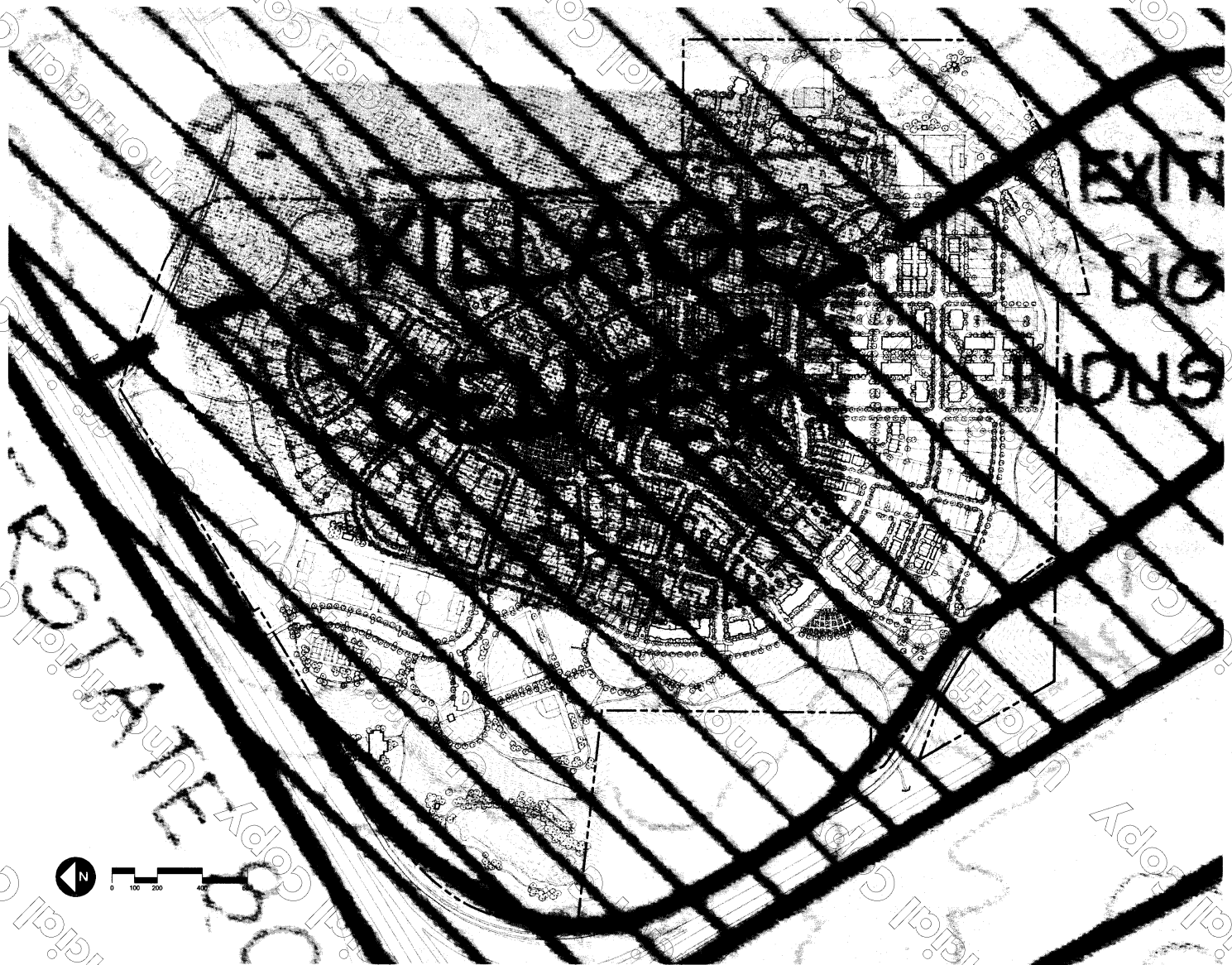
Revised 10.13.2014

Silver Creek Village



The East Basin Land Use Plan that was in effect at the time of the initial planning submittals identified the Silver Creek parcel as an appropriate location for a Village Center as shown here.

The location was identified as a potential village center for several reasons including:

Minimal impacts to Existing Residential communities.

Readily available transportation infrastructure.

Utility infrastructure availability.

Opportunity for clustering while also maintaining visual corridors to the mountains.

Minimal environmental impacts.

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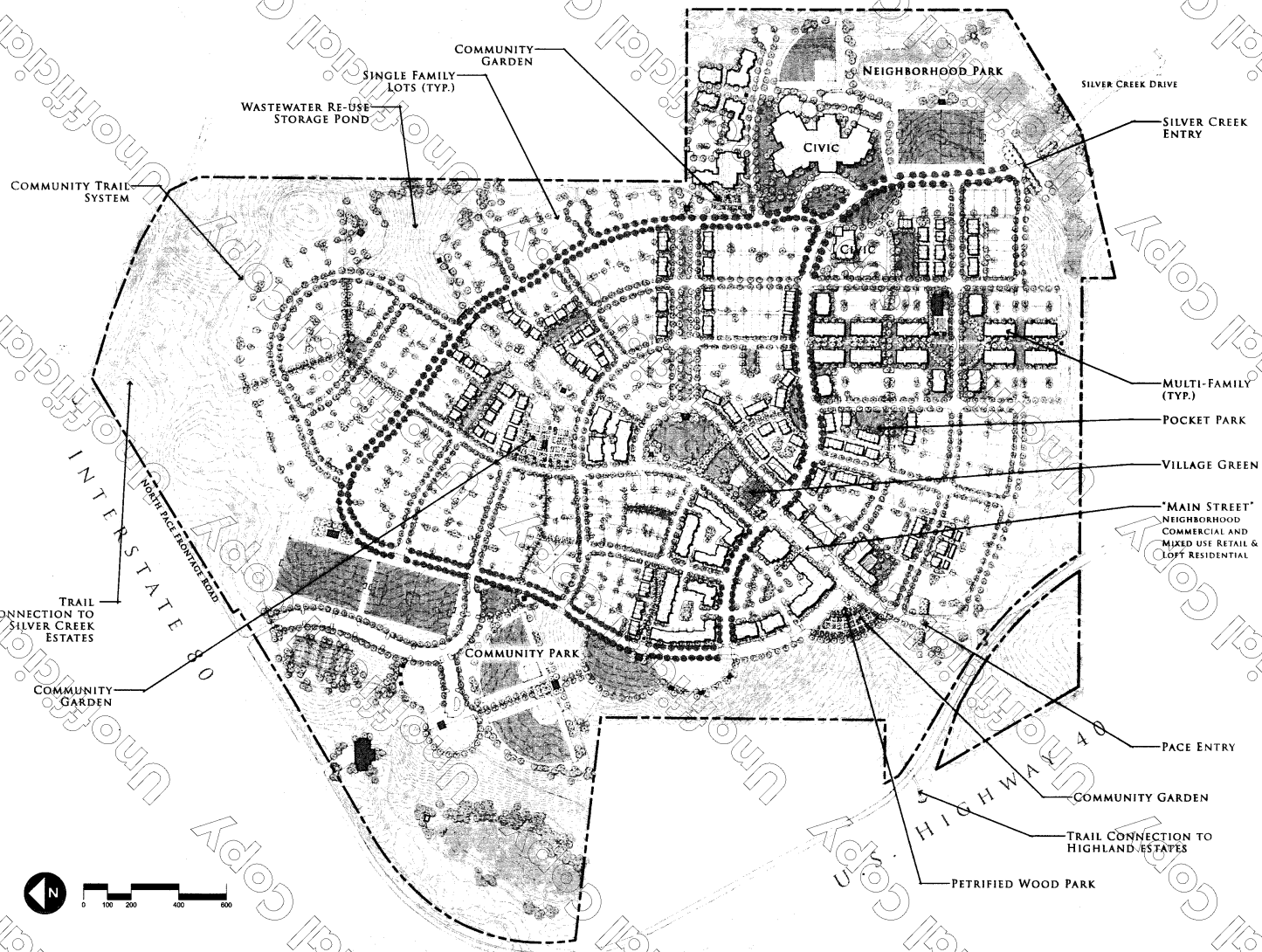
Silver Creek Village



Silver Creek Village is a traditional neighborhood village clustered among the sage meadows of the Eastern Snyderville Basin. The intent of the plan is to create a "special place" with a pattern of streets, blocks and open spaces that compliment, not compete with the land.

The Village is centered on a traditional "Main Street" intersection. Here, residential lofts rise above a tree lined retail street with boutique shops, a neighborhood market, small restaurants and cafes, a post office, a bank and a variety of public gathering spaces. The architecture within Silver Creek Village will strongly reflect the ranching and territorial past of rural Summit County while applying modern elements to create a unique yet timeless village.

The Main Street terminates at the 3 acre Village Green located in the heart of the Village. The green will provide residents with a gathering space to enjoy concerts at the amphitheater, play Frisbee on the great lawn, cool down at the splash pad, attend the farmers market or an art show or enjoy any of the other park amenities such as the picnic pavilions, playgrounds and walking paths. The Village Green is oriented with Main Street to the breathtaking views of the ski areas along the eastern slopes of the Wasatch Mountains.

The neighborhoods within Silver Creek Village are both unique and diverse. The community emphasizes an interconnected network of pedestrian scaled streets lined with trees, sidewalks, public spaces and a mix of residential units ranging from village lofts to single family custom homes. To reinforce the pedestrian oriented philosophy of the village, automobiles are directed to street parking, rear access garages and parking lots located to the side or rear of commercial or mixed use buildings. Each neighborhood is adjacent to an abundance of natural and planned open spaces. Each residence is located within a 3 minute walk of a park providing residents with active recreation opportunities such as playgrounds, picnic pavilions, play lawns, sports courts, etc. The Village also boasts over 60 acres of neighborhood and community parks providing a diverse range of active programmed uses.

Master Plan Totals	
Neighborhood Commercial	50,000 SF
Multi-Family	939 units
Single Family	351 Units
Total Units	1,290 units

Langvardt Design Group

Illustrative Plan

F1

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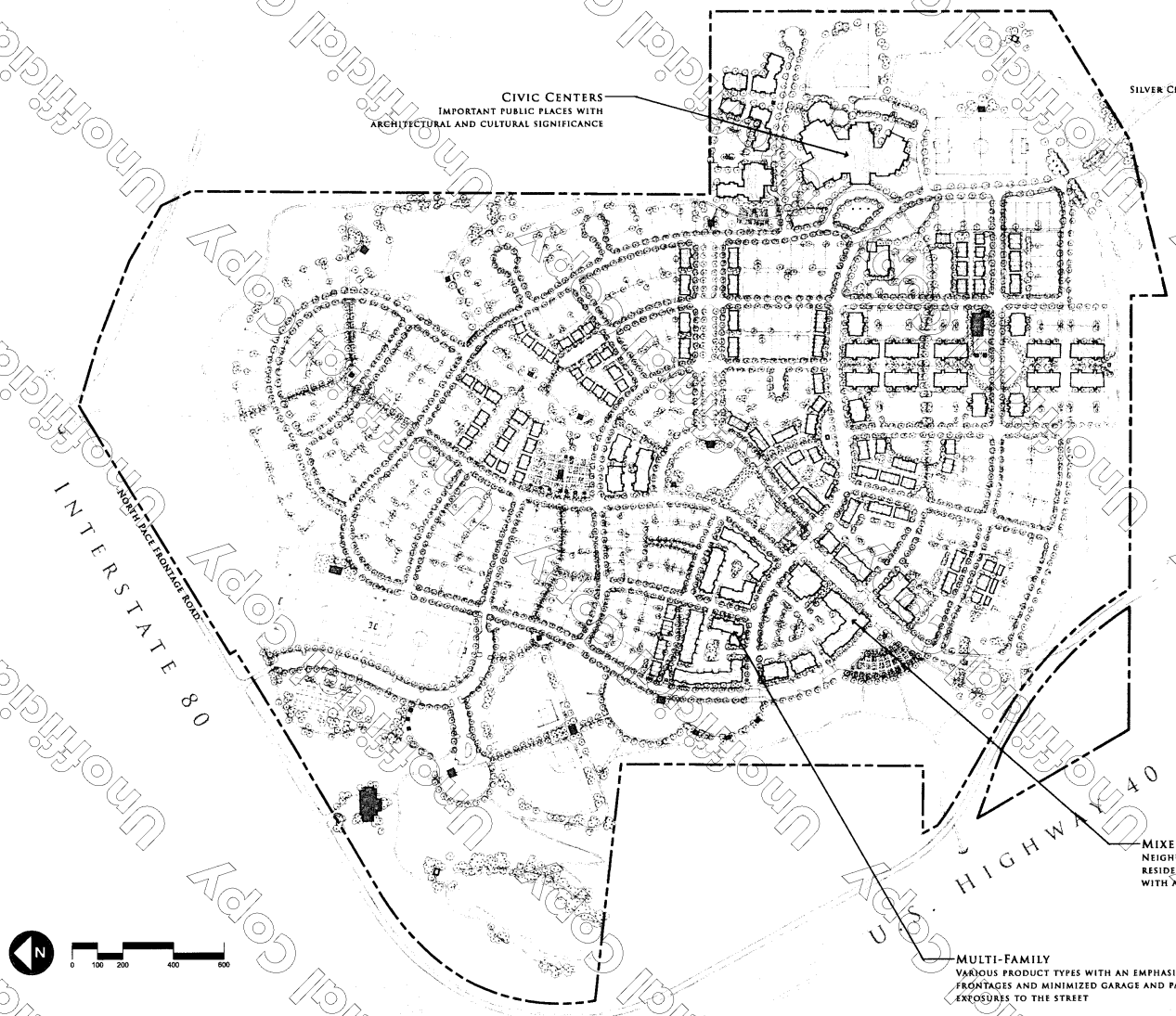
Revised 12.17.2014

Silver Creek Village



BUILDING TYPES WITHIN SILVER CREEK VILLAGE ARE VARIED AND ORGANIZED TO PROVIDE THE VILLAGE WITH DISTINCTIVE ARCHITECTURAL ELEMENTS THROUGHOUT.

MAIN STREET IS DEFINED BY 3 AND 4 STORY MIXED USE STRUCTURES THAT ESTABLISH THE RETAIL, COMMERCIAL, OFFICE AND BOUTIQUE SHOP CENTER WITHIN THE VILLAGE.

MULTI-FAMILY STRUCTURES RANGE FROM CONDOMINIUMS FRONTING PARKS TO VARIOUS TOWNHOME CLUSTERS PLACED THROUGHOUT THE VILLAGE TO PROVIDE PRODUCT DIVERSITY AND BALANCE.

CIVIC STRUCTURES PROVIDE AN IMPORTANT CULTURAL ELEMENT TO THE VILLAGE AND ARE LOCATED ALONG THE SILVER CREEK DRIVE ENTRY CORRIDOR TO ENHANCE THAT ENTRIES ARRIVAL EXPERIENCE.

AMENITY BUILDINGS AND STRUCTURES ARE LOCATED THROUGHOUT THE VILLAGE AND PROVIDE A VARIETY OF UNIQUE USES AND ARCHITECTURAL ICONS THAT ANCHOR DEVELOPMENT PARCELS, PARK OR OPEN SPACES OR AS VISUAL FOCAL POINTS.

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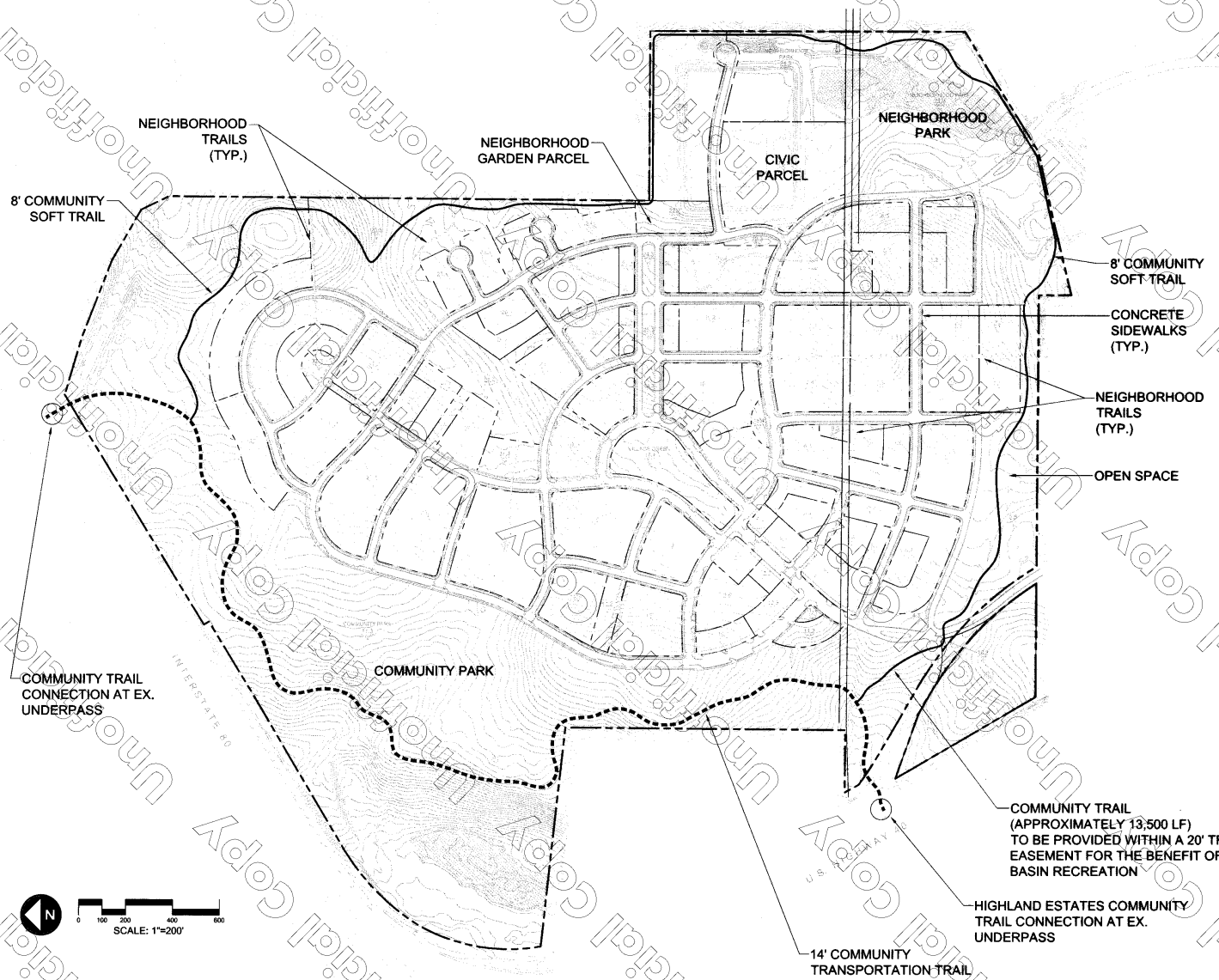
Langvardt Design Group

Building Use Plan

F2

Revised June 1, 2015

Silver Creek Village



LEGEND

5.1 — PARCEL #
1.09 AC — PARCEL ACREAGE
VMU — LAND USE

OS — OPEN SPACE
PARKS
TRAILS
PASSIVE RECREATION

OPEN SPACE 153.9 AC 63.0%

COMMUNITY TRAIL

NEIGHBORHOOD TRAIL

CONCRETE SIDEWALKS

COMMUNITY TRAIL LOCATIONS SHOWN ARE PROVIDED WITHIN A 20' TRAIL EASEMENT ON THE PHASE 1 ROAD AND PARK PARCEL DEDICATION PLAT AS REQUESTED BY BASIN RECREATION.

NEIGHBORHOOD TRAILS WILL BE PROVIDED BY THE DEVELOPER AND WILL BE ROUTED THRU COMMUNITY AMENITY PARCELS SO AS TO BEST SERVE THE AMENITY AS WELL AS PROVIDE FOR ADEQUATE COMMUNITY CONNECTIVITY TO THE COMMUNITY TRAIL LOOP. THESE LOCATIONS WILL BE FINALIZED AT THE TIME OF INDIVIDUAL SITE PLAN APPROVAL FOR THESE PARCELS.

SEE INDIVIDUAL AMENITY PARCEL CONCEPTS FOR ANTICIPATED PROGRAMMING AND CONCEPTUAL DESIGN.

OPEN SPACE WILL CONSIST OF THAT SIGNIFICANT AND MEANINGFUL OPEN SPACE AS PROVIDED IN THE LARGE PARK AND OPEN SPACE BUFFER PARCELS AS WELL AS OPEN SPACES WITHIN DEVELOPMENT PARCELS AS ALLOWED BY CODE.

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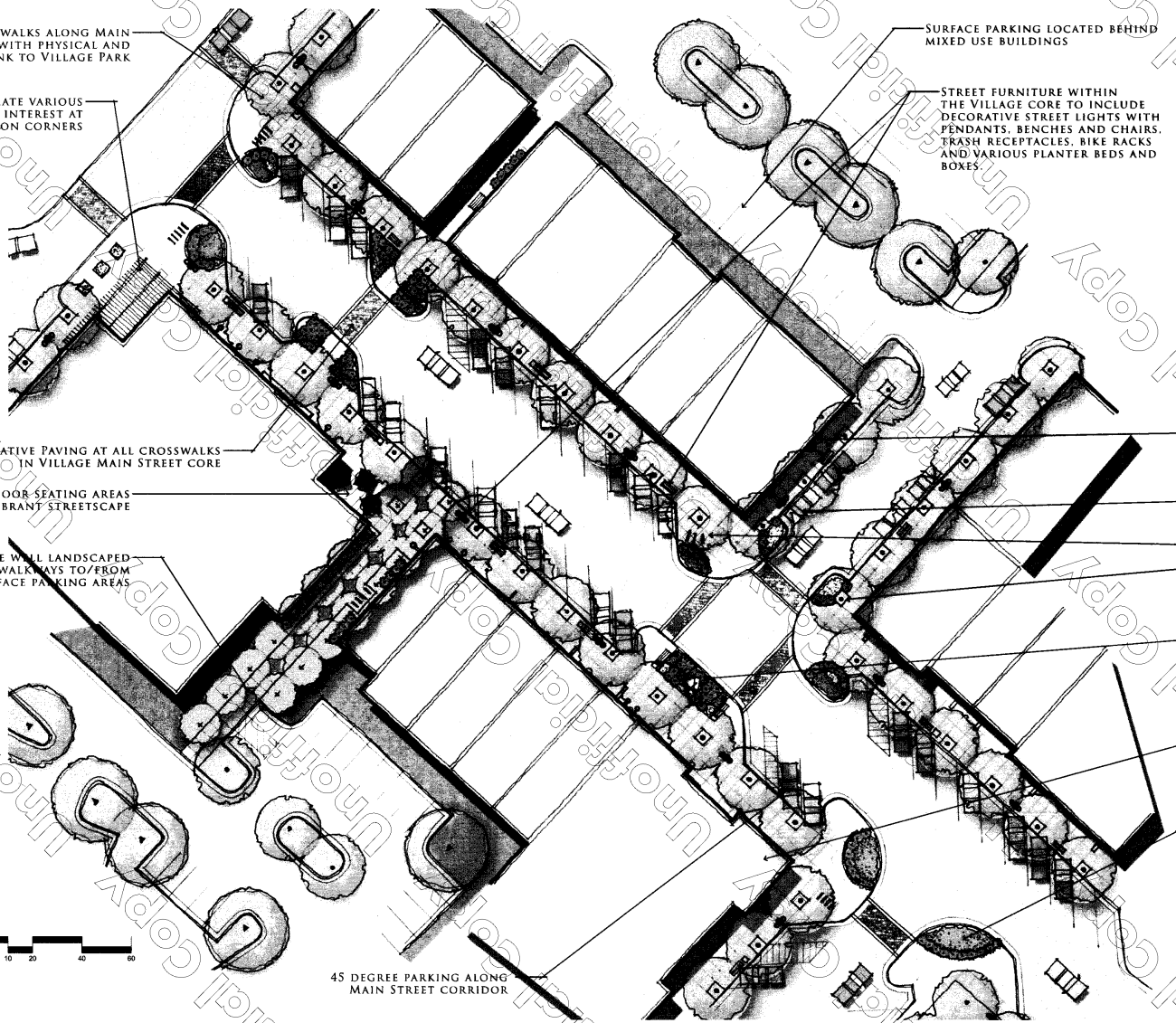
Trails and Open Space Plan

F3

Revised 10.13.2014

Silver Creek Village



The Silver Creek Village Main Street should be the vibrant core of the community with boutique shops, offices, and other commercial uses that are appropriate for the neighborhood and target all residents within the community.

Main Street must be pedestrian scaled with comfortable public spaces, outdoor seating and site furnishings, easily accessible storefronts and a cohesive, yet varied architectural character that is scaled to the street corridor.

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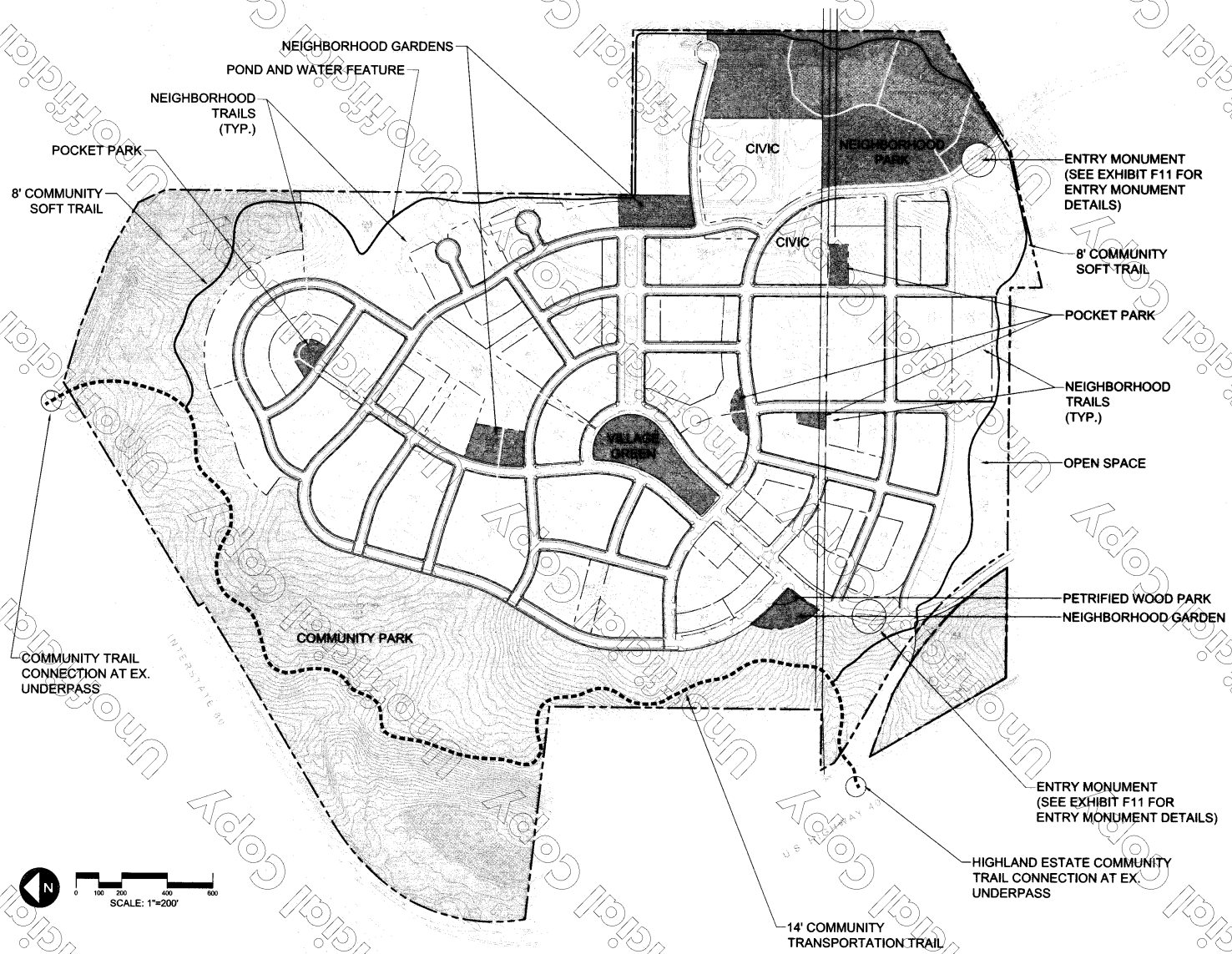
Village Main Street Plan

F4

Revised June 1, 2015

Silver Creek Village



LEGEND

5.1 — PARCEL #
1.09 AC — PARCEL ACREAGE
VMU — LAND USE

AMENITY PARCEL

C — CIVIC
SCHOOLS
CHURCHES
COMMUNITY SERVICE

OS — OPEN SPACE
PARKS
TRAILS
PASSIVE RECREATION

OPEN SPACE 153.9 AC 63.0%

SEE INDIVIDUAL AMENITY PARCEL CONCEPTS FOR ANTICIPATED PROGRAMMING AND CONCEPTUAL DESIGN.

SEE EXHIBIT F3 – TRAILS AND OPEN SPACE PLAN FOR COMMUNITY AND NEIGHBORHOOD TRAIL DETAILS

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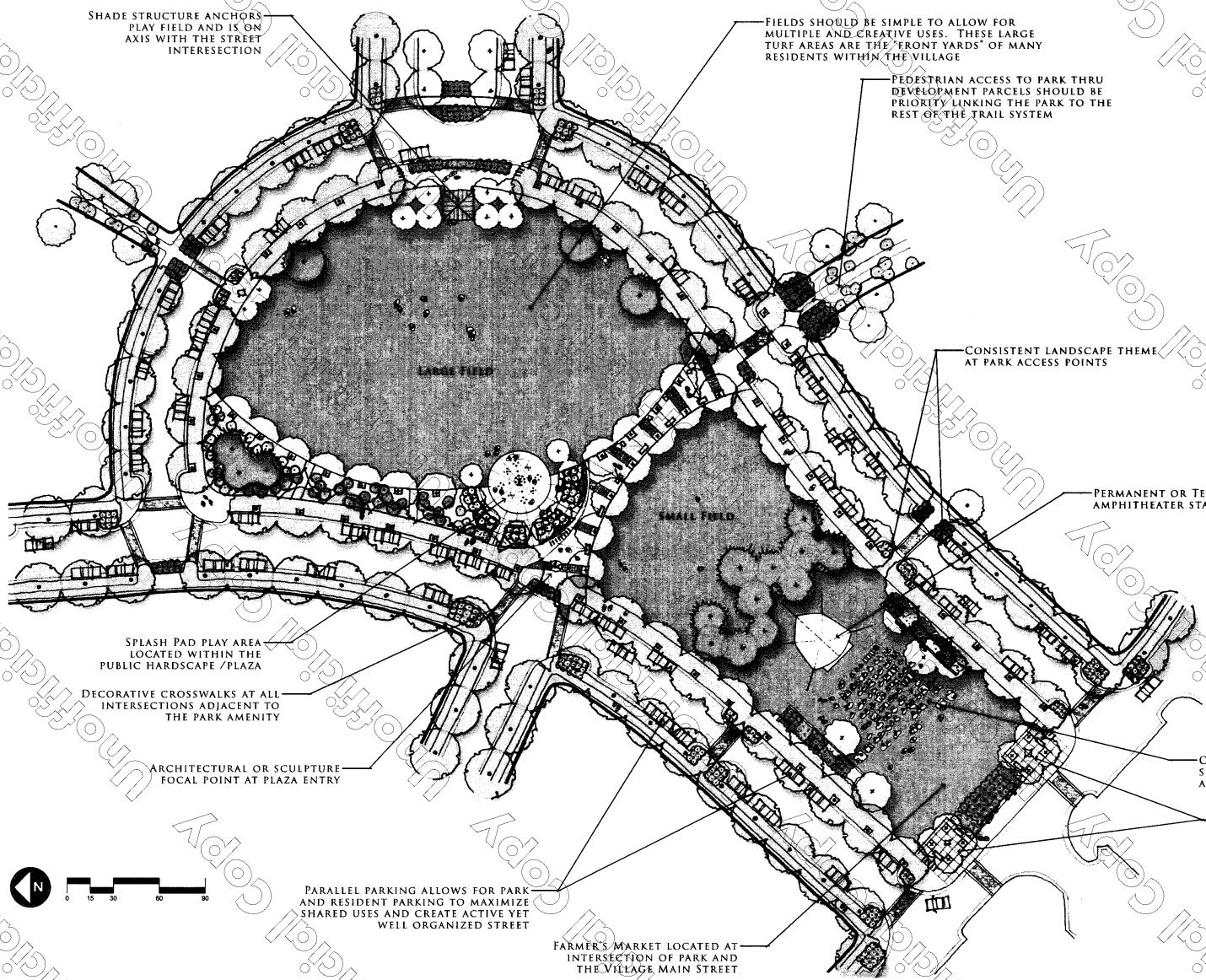
Amenity Plan F5

Revised 12.17.2014

Silver Creek Village



The Village Park should provide for varied passive and active play throughout with only limited structured activities such as an outdoor amphitheater and splash pad. The majority of the park should include large expanses of turf fields that allow for uses ranging from playing catch to picnicing. Landscaping should provide for shade and cover as well as to define the usable spaces but should also tie the park into the rest of the village thru the use of consistent tree, shrub and ornamental plantings.

Pedestrian connectivity to and thru the park is essential as the Village Park is the centerpiece of the village and should serve as the major gathering point for all residents within the Village.

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Village Green Plan

F6

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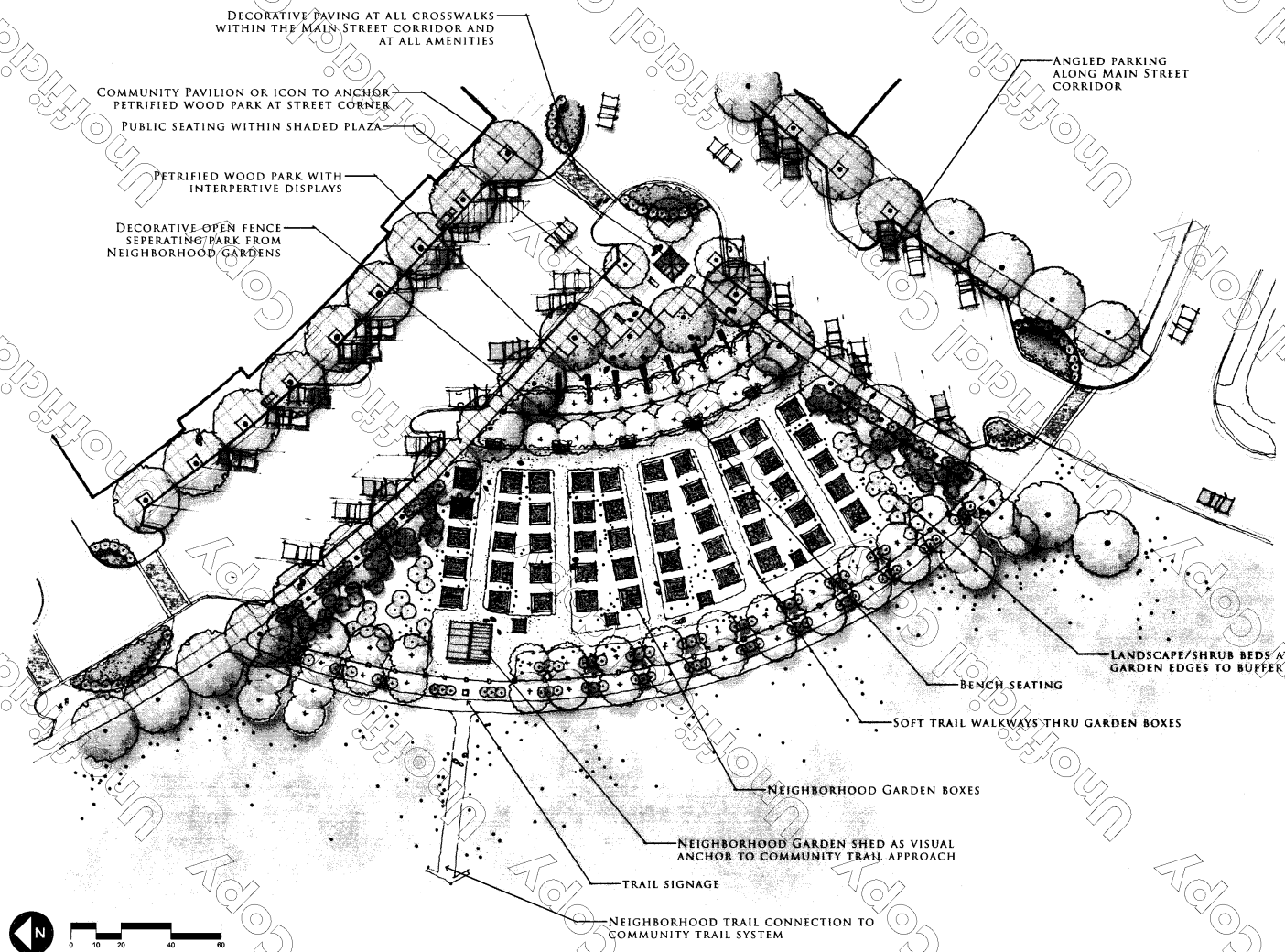
Revised 12.17.2014

Silver Creek Village



Located at one of the most visible intersections within the village and anchoring the west end of Main Street, the petrified wood park and the neighborhood gardens provide an ideal location to tell the history of the project site while also establishing the village vision for "community."

The petrified wood park is a unique park and plaza that will provide visitors with the story of the ancient forests that covered the area and specifically the petrified wood that exists within much of the project site. This park should anchor the intersection corner and provide an interpretive experience for visitors while educating all to the unique history of the area.

The neighborhood gardens are one of at least three within the project and should serve those residents within the most dense portion of the village with a gardening and social gathering point. The gardens should maintain an organized and attractive setting at the west entry to Main Street and should establish the "community gathers" theme immediately as one enters the Village.

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Petrified Wood Park and Typical Neighborhood Garden Plan

F7

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Revised 12.17.2014

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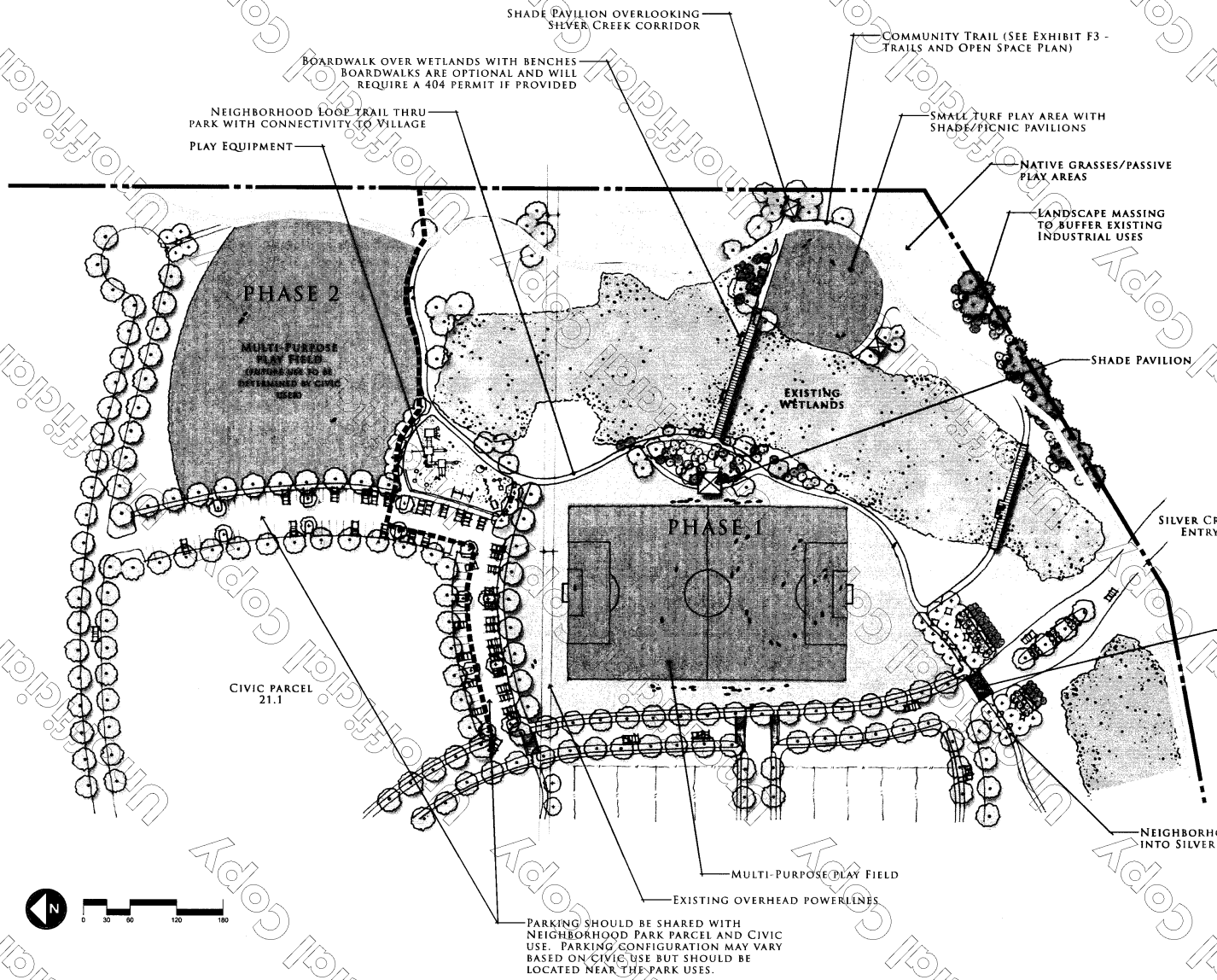

The Neighborhood Park should provide residents of Silver Creek Village with diverse and appropriate recreational facilities that are readily accessible via the community trail network that loops the project promoting pedestrian access as well as thru a well landscaped parking area.

Within the Village setting the Neighborhood Park has been located at the Silver Creek Drive entry providing a park landscape corridor upon arrival to the community. The park has also been located adjacent to the Civic parcel in order to provide shared facilities including play areas and parking. The shared parking is a requirement in order to minimize surface parking and maximize useable park and civic area.

Park uses should be simple and well organized and the park should embrace the existing wetlands, integrating them into the landscape through wetland and upland plantings and boardwalks. The park landscape should consist of multi-purpose turf areas for flexible uses by all ages as well as native grass passive recreation areas that transition the village landscape to the existing Silver Creek drainage corridor.

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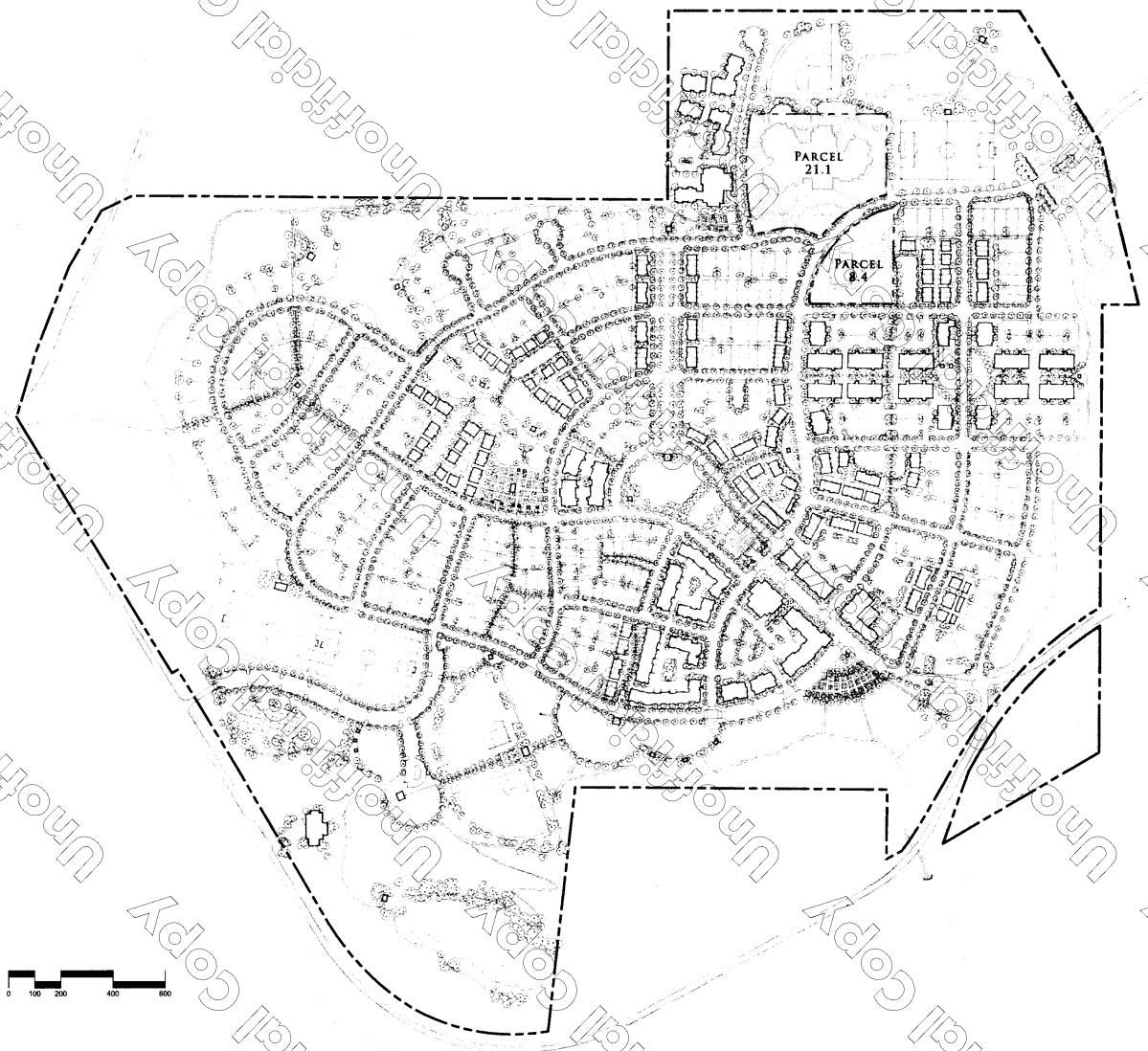
Revised 12.17.2014

Silver Creek Village



Civic parcels are an important part of the Silver Creek Village Master Plan and should be planned accordingly to ensure that they are both an integral community use as well as significant architectural structures within the Village.

Parcel 8.4 is anticipated as a church and is located near the entry of the project in order to provide a signature architectural focal point at the first major roadway intersection as is common in many small towns and villages across the country. This civic use should look to minimize parking and utilize available on street parking as well as promote walking access from within the village.

Parcel 21.1 is planned as an educational facility, ideally an elementary school but could also serve the community as a charter school or other institutional use. This use is located adjacent to the Neighborhood Park in order to share both recreational and parking facilities to minimize the need for redundant uses. A seperate shared use agreement should be developed between the Civic user and the Developer to define this shared use.

Both uses should provide well planned parking and trail circulation and open spaces and landscaping that compliment the Village entry corridor and provide a seamless transition into the project.

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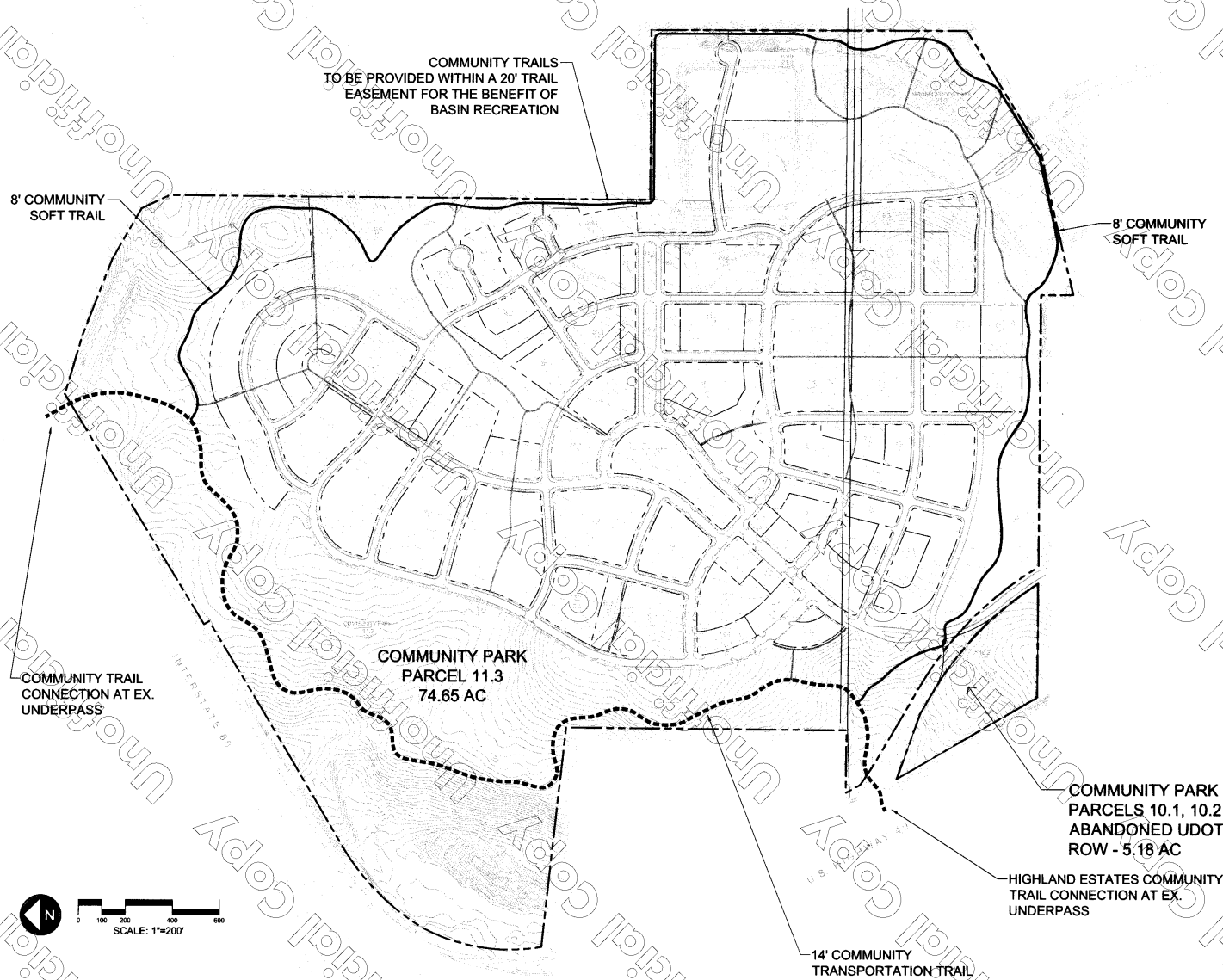
Revised June 1, 2015

Silver Creek Village



OS COMMUNITY PARK PARCELS

TOTAL PARK DEDICATION TO BASIN RECREATION EQUALS 79.83 ACRES. SEE THE MEMORANDUM OF UNDERSTANDING WITH BASIN RECREATION FOR PARK DEDICATION DETAILS.

SEE THE OVERALL TRAILS AND OPEN SPACE PLAN – EXHIBIT F3 FOR TRAIL CONNECTIVITY.

SEE SHEET C1 FOR ANTICIPATED PARCEL DENSITIES AND DEVELOPMENT STANDARDS FOR EACH LAND USE PARCEL.

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Revised 02.23.2015

Silver Creek Village

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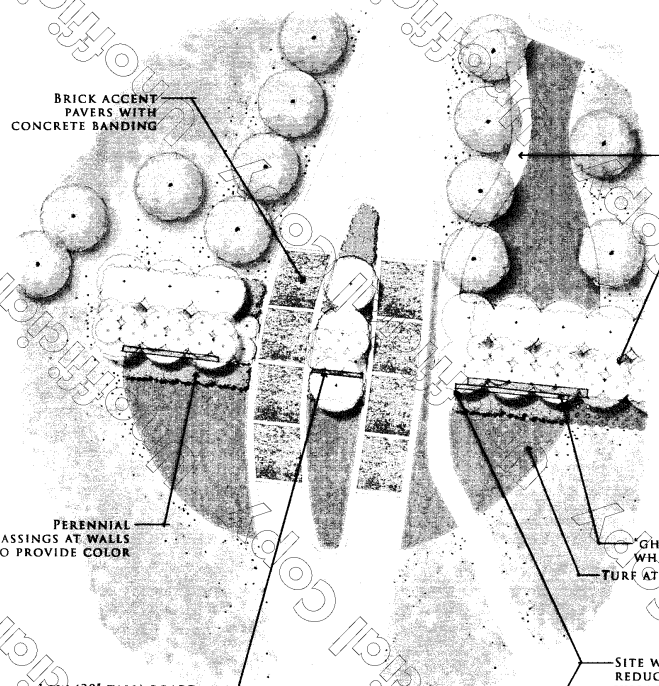
Entry Monument Typical - Plan View

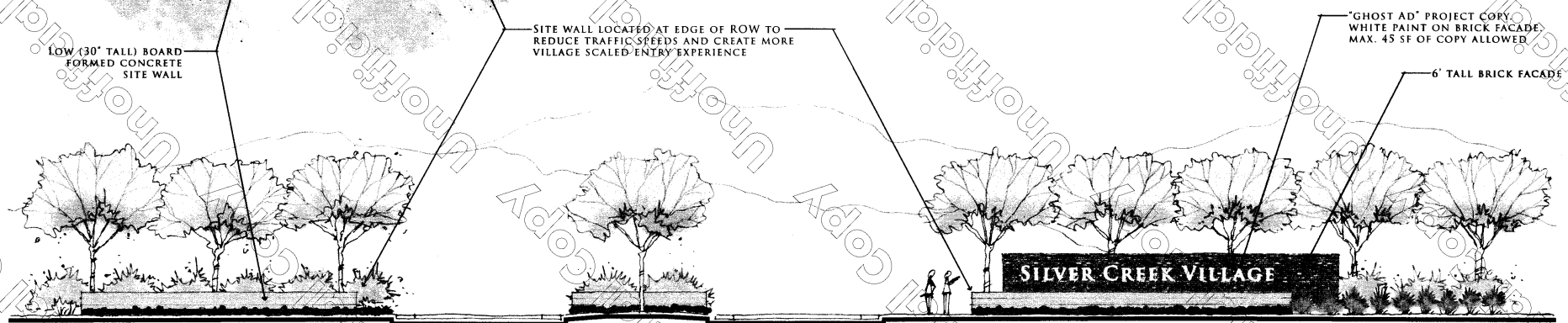


Faded "Ghost Ad" example

Signage at Silver Creek Village should be diverse yet consistent. It is understood that within the project the need for several types of signage will exist. Signage within the project should be simple yet effective. Materials should compliment the traditional village architecture but as in small villages that develop over time they should be site specific to that architecture and to the role of the sign.

All signs within the Village shall meet the current Snyderville Basin Development Code except for the 2 project entry monument signs and those Ghost Ad signs identified in Exhibit I - Development Standards.

The entry monument signs as shown below are only located at the 2 primary entrances to the Village (See Exhibit F5 for locations) and should follow the design parameters identified here. The sign copy for the entry monuments will be constructed to mimic historic "ghost ads". Ghost ads were common from 1890 to 1960 and were typically advertisements painted on brick and were often located throughout small towns and villages including Park City and Coalville.

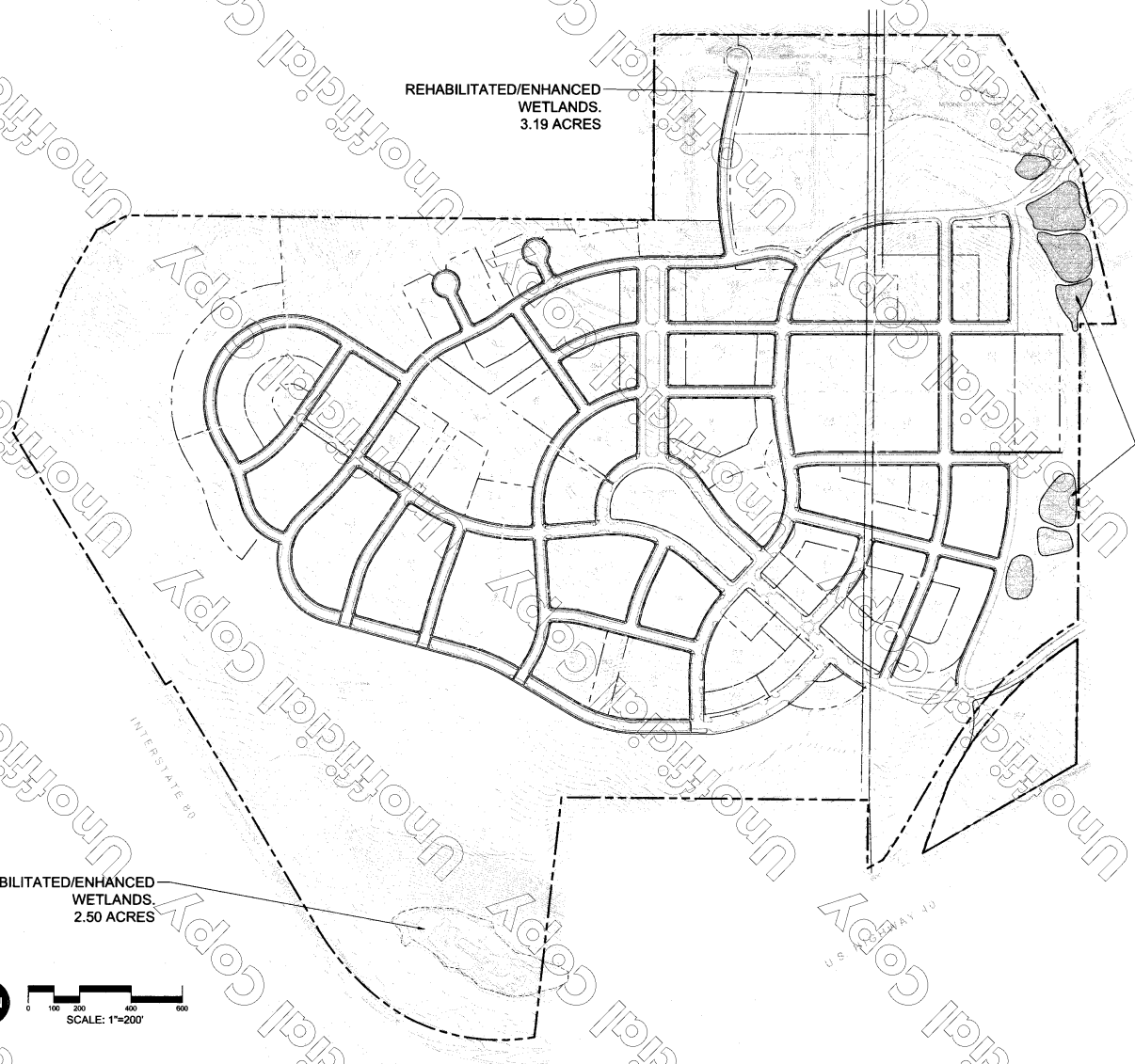


Entry Monument Typical - Elevation

Unofficial Copy

Revised June 1, 2015

Silver Creek Village



EXISTING WETLANDS TO BE REHABILITATED/ ENHANCED 5.69 ACRES TOTAL

WET HABITAT / DETENTION BASIN CREATION

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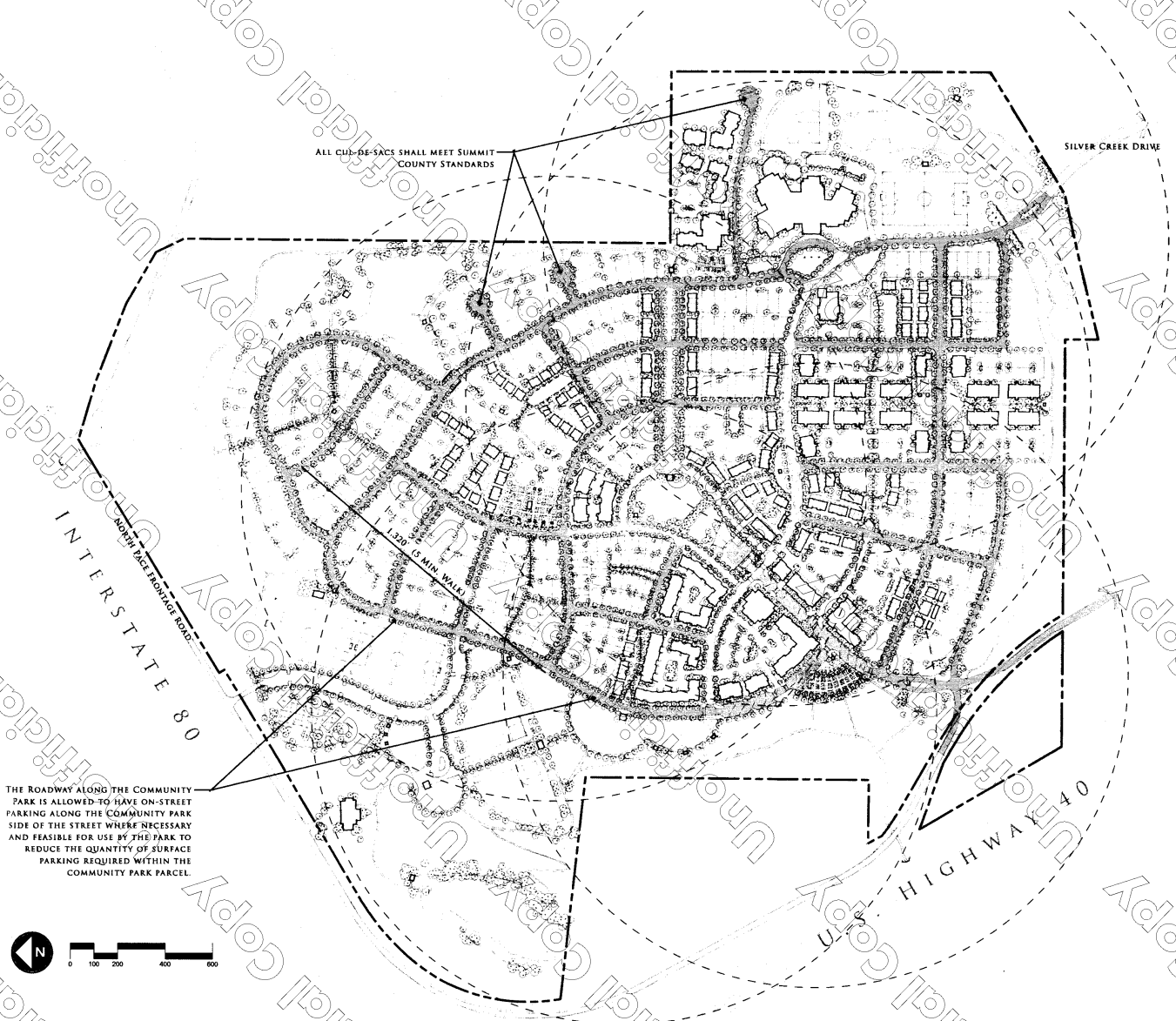
Wetland Exhibit F12



Revised 01.22.2015

Silver Creek Village

Various roadways thru the Village serve various purposes and therefore a very specific layout has been prepared as shown here.

Roadways must be complete streets. They are designed and operated to enable safe access for all users, including pedestrians, bicyclists, motorists and transit riders of all ages and abilities. Complete Streets make it easy to cross the street, walk to shops, and bicycle to their destination while also providing for effective vehicular travel.

Roadway Legend

- Roadway 1 -Village Main Street
- Roadway 2 -Village Residential
- Roadway 3 - Residential
- Roadway 4 - Residential
- Roadway 5 - One Way

See Exhibit G2 for Roadway Dimensions

Bus Stop

Bus stop locations are schematic. The bus stop locations and transit routes will be finalized as the Regional Transit Service routing is developed to serve this region. All final bus stop locations must be located within 1,320' of all residences in order to provide access to bus service to all residents of Silver Creek Village within a 5 min. walk.

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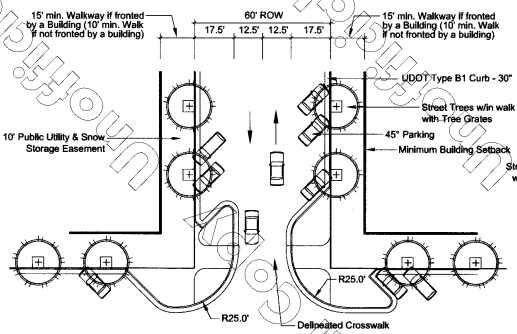
Langvardt Design Group

Roadway Master Plan

G1

Revised 02.23.2015

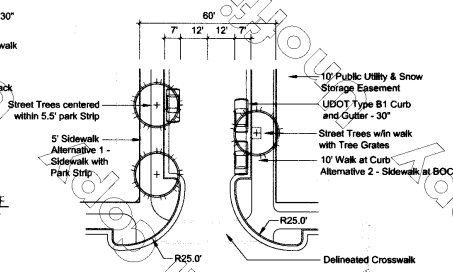
Silver Creek Village



Roadway 1 - Village Main Street

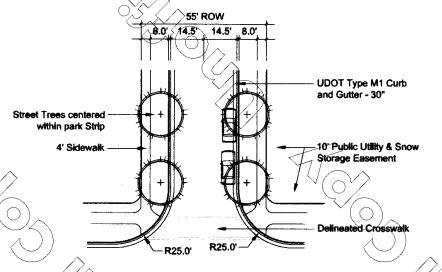
45° Parking - both sides of Street allowed year round
No Overnight Parking Allowed (2 am-6 am)
ADA Ramp at Pedestrian Crossings
Decorative Crosswalks

Roadway Notes:
1. Roadway sections 2 and 3 may be combined in some circumstances. For instance, these road sections may be combined to provide a road adjacent to the Community Park parcel where dedicated on street parking may be desired adjacent to the park uses but not desired on the residential side of the road.
2. Curb return radius' are measured to the front of curb.
3. Winter Months Parking dates are as defined by Summit County Code



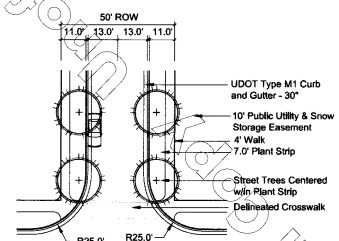
Roadway 2 - Village Residential

On-Street Parking - Both sides of Street
Winter Months - Parking allowed only where signed - see Exhibit G4 - Designated On-Street Parking - Winter Months
ADA Ramp at Pedestrian Crossings



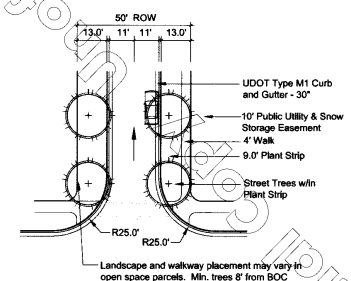
Roadway 3 - Residential

On-Street Parking - One side of Street
Winter Months - No Parking Allowed
ADA Ramp at Pedestrian Crossings



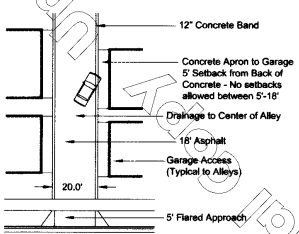
Roadway 4 - Residential

On-Street Parking - One side of Street
Winter Months - No Parking Allowed
ADA Ramp at Pedestrian Crossings



Roadway 5 - One Way

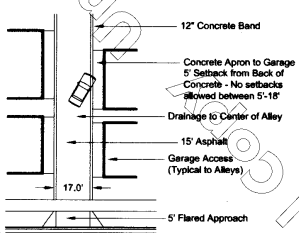
On-Street Parking - One side of Street
Winter Months - No Parking Allowed
ADA Ramp at Pedestrian Crossings



Alley - Type 1

Alley designation applies to all units that do not front a street or accessible route for fire protection to be provided.

All alleys are Private & shall be maintained by an HOA and not by Summit County



Alley - Type 2

Alley designation applies to all units that front a street or accessible route for fire protection to be provided.

All alleys are Private & shall be maintained by an HOA and not by Summit County

ROADS/STREETS WITHIN SILVER CREEK VILLAGE SHOULD BE COMPLETE STREETS AND SHOULD ACCOMMODATE BOTH MOTORISTS AND PEDESTRIANS. ROADWAY TYPES PROPOSED WITHIN THE VILLAGE ARE IDENTIFIED IN EXHIBIT G1 BUT FLEXIBILITY MUST EXIST TO ALLOW FOR MODIFICATIONS OF ROADWAY TYPE PLACEMENT BASED ON END USERS AND FINAL SITE PLAN APPROVALS.

STREETS WITHIN SILVER CREEK VILLAGE MUST ACCOMMODATE VEHICULAR MOVEMENT, PARKING, SNOW STORAGE AND SNOW REMOVAL PRACTICES. BUT THEY MUST ALSO ACCOUNT FOR THE PEDESTRIAN AND SHOULD NEVER BE MORE IMPORTANT THAN THE PEDESTRIAN.

PARKING WITHIN THE VILLAGE SHOULD BE LOCATED APPROPRIATELY BUT THE OPPORTUNITY TO REDUCE PARKING REQUIREMENTS SHOULD BE SOUGHT WHEREVER POSSIBLE (SEE PARKING REQUIREMENTS - DESIGN GUIDELINES). SHARED PARKING OPPORTUNITIES SHOULD BE CONSIDERED THROUGHOUT THE PROJECT TO MINIMIZE SURFACE PARKING REQUIREMENTS. ON-STREET PARKING SHOULD BE UTILIZED WHEREVER POSSIBLE AS SHOWN ON THE ROADWAY SECTIONS AND ROADWAY PLAN WITHIN THIS DOCUMENT.

ANY WINTER PARKING RESTRICTIONS BY ROADWAY TYPE SHALL BE IDENTIFIED ON EACH PLAT AS REQUIRED HERE.

PARKING LOT AND PARKING STALL REQUIREMENTS SHALL MEET THE SNYDERVILLE BASIN DEVELOPMENT CODE REQUIREMENTS EXCEPT FOR THOSE MODIFIED STANDARDS AS IDENTIFIED IN THE SITE SPECIFIC STANDARDS FOR EACH PARCEL AS PART OF EXHIBIT I - DEVELOPMENT STANDARDS.

AND

NON RESIDENTIAL PARKING LOTS ADJACENT TO RESIDENTIAL USES ARE NOT REQUIRED TO BE SCREENED IF THEY ARE LOCATED ALONG OR ADJACENT TO THE REAR ACCESS (PRIVATE DRIVE OR ALLEY) OF THE RESIDENTIAL UNITS.

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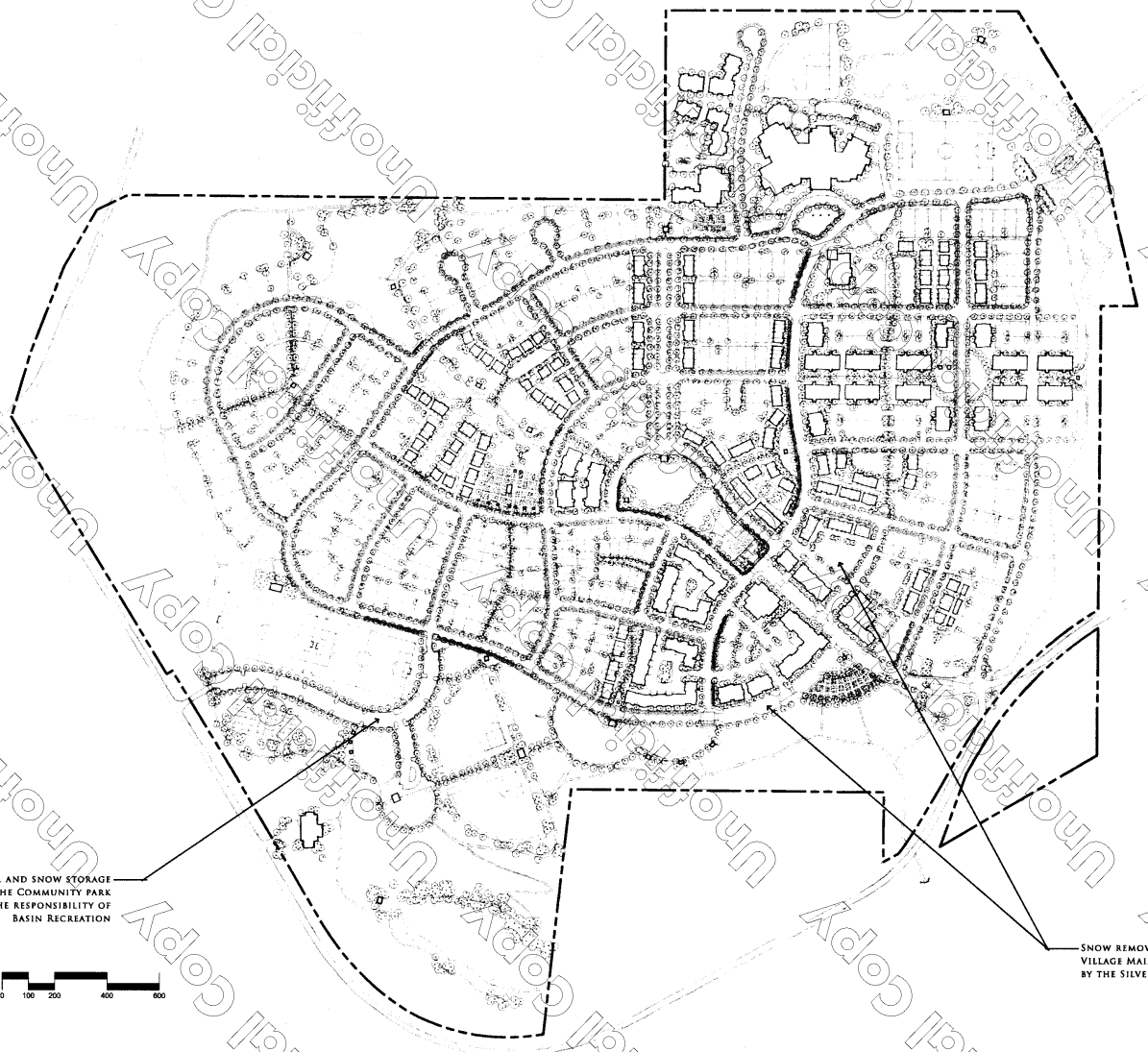
Revised 02.23.2015

Silver Creek Village



WITHIN SUMMIT COUNTY AND SILVER CREEK VILLAGE SNOW STORAGE IS A CRITICALLY IMPORTANT FACTOR TO CONSIDER AT THE BEGINNING OF ALL PLANNING AND DESIGN EFFORTS. WITHIN THE VILLAGE, SNOW STORAGE AREAS FOR ROADWAYS HAVE BEEN IDENTIFIED TO PROVIDE FOR ADEQUATE SNOW STORAGE WHILE ALSO MAINTAINING PARKING OPPORTUNITIES WHERE NECESSARY. SEE EXHIBIT G1 FOR THE WINTER MONTH PARKING REQUIREMENTS/ RESTRICTIONS WITHIN THE VILLAGE'S ROADWAY SYSTEM.

THE DEVELOPERS AND SUMMIT COUNTY WILL CONTINUALLY EVALUATE SNOW STORAGE PRACTICES AND AS-BUILT CONDITIONS AND ADJUST AS NECESSARY AS THE PROJECT DEVELOPS.

PARKSTRIP OR OPEN SPACE STORAGE

THIS STORAGE IS LOCATED ALONG ROADWAYS THAT HAVE ADJACENT OPEN SPACES NOT DIRECTLY FRONTED BY LOTS WHERE SNOW CAN BE STORED ON THE PARK STRIP OR PUSHED BEYOND THE PARK STRIP INTO OPEN SPACE BEHIND THE CURB.

PARK STRIP STORAGE

THIS STORAGE IS LOCATED ON ROADWAYS WHERE A PARK STRIP SNOW STORAGE AREA IS PROVIDED AND IDENTFIED AS THE MOST EFFICIENT AND SUITABLE LOCATION FOR SNOW STORAGE, SUCH AS ROADWAYS WITH ALLEY LOADED PRODUCTS OR THE NORTH SIDES OF ROADWAYS FOR SUN EXPOSURE (ROADWAY TYPES 3,4 AND 5.) SEE EXHIBIT G2 FOR ROADWAY PARKING RESTRICTIONS AND PARK STRIP LOCATIONS.

ON STREET STORAGE

THIS STORAGE IS SPECIFICALLY LOCATED ON ROADWAYS WHERE ADDITIONAL WIDTH IS PROVIDED FOR ON-STREET PARKING IN NON-WINTER MONTHS (ROADWAY TYPE 2) BUT DUE TO PARKING RESTRICTIONS IN THE WINTER MONTHS IT IS UTILIZED IN COMBINATION WITH THE ADJACENT PARK STRIP FOR SNOW STORAGE. SEE EXHIBIT G2 FOR ROADWAY PARKING RESTRICTIONS AND PARK STRIP LOCATIONS.

Langvardt Design Group

Snow Storage Plan G3

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Revised 02.23.2015

Silver Creek Village

On-Street parking is an important element within Silver Creek Village providing the development with street activity, roadway diversity and alternatives to large and abundant areas of typical surface parking lot areas.

On-Street parking is allowed thru the non winter months for each roadway type as identified on Exhibit G2 but it is recognized that winter parking restrictions must be placed on the proposed roadways to facilitate snow removal and snow storage of the public roadways and as required by County ordinance. Winter parking allowances and restrictions have been identified by roadway type on Exhibit G2. Those allowed on-street parking areas are identified on the master plan here. See the development agreement for additional language addressing snow removal within roadway types 1 and 2.

Signage for allowed winter parking areas shall be provided within the road right of way clearly indicating those areas where on-street winter parking is allowed. Signage is not necessary to be provided in those on-street parking areas within roadway type 1 (45 degree parking).

The Developers and Summit County will continually evaluate on-street parking impacts to snow removal and snow storage practices and as-built conditions and adjust as necessary as the project develops.

Designated On-Street Parking (Winter Months)

Only those locations shown here will allow on-street parking in the winter months (winter months shall be as defined by Summit County Ordinance). On-street parking is only allowed on Roadway Types 1 and 2 as delineated on exhibits G1 and G2.

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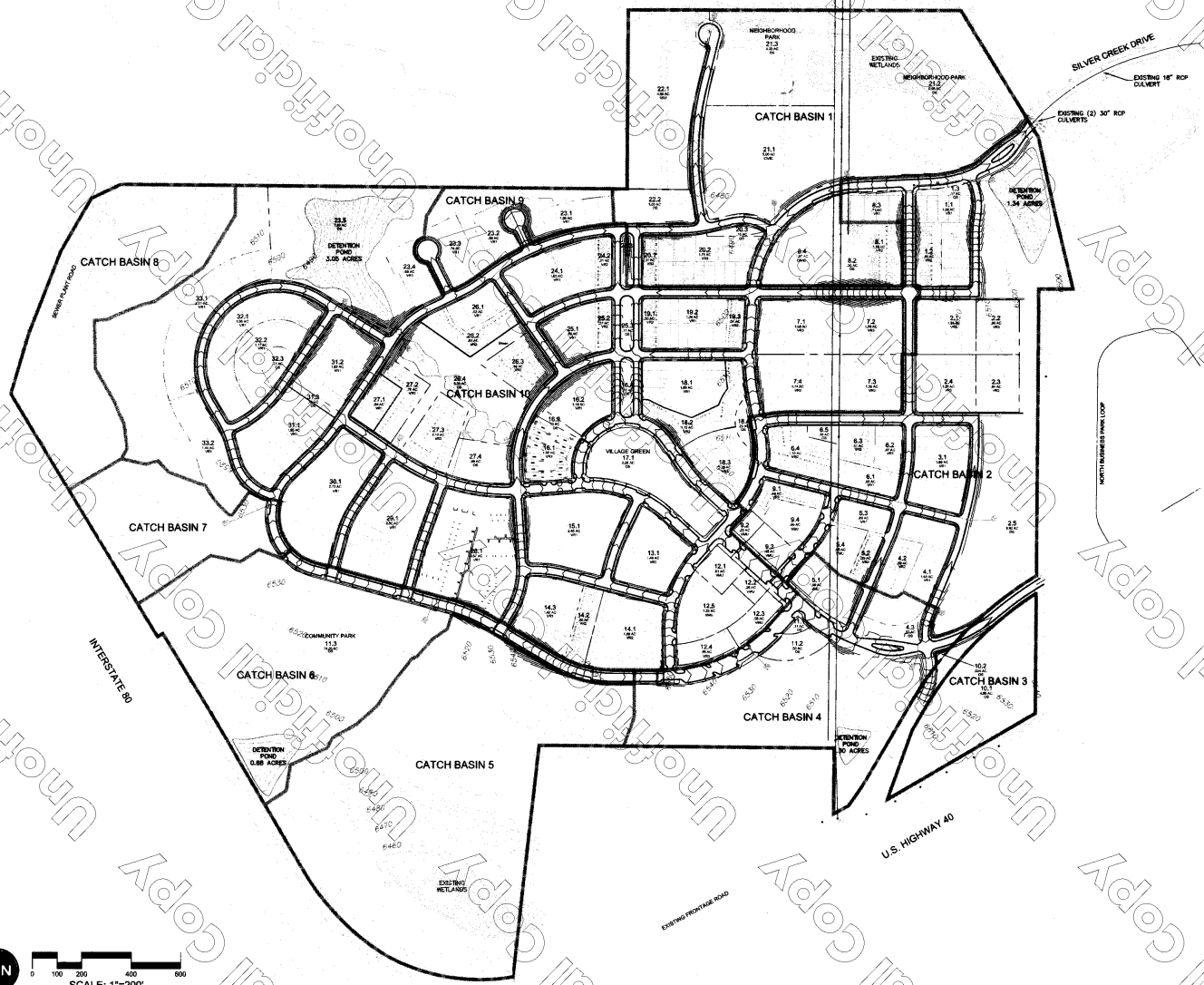
Langvardt Design Group

Designated On- Street Parking Plan - Winter Months

G4

Revised May 21, 2015

Silver Creek Village



The Village has been designed to limit the need for substantial grading of roadways and drainages within the project. Storm detention areas were accounted for from the inception of the first Master Plan and are located within existing terrain that is most condusive to drainage and detention structures.

NOTES:

1. CONTRACTOR SHALL CONFINE CONSTRUCTION ACTIVITY TO AREAS WITHIN THE RIGHT-OF-WAY, UTILITY EASEMENTS, AND DESIGNATED STORAGE, STAGING, ACCESS, CONSTRUCTION AND MATERIAL WASTE AREAS. CONTRACTOR SHALL ABIDE BY EROSION CONTROL REQUIREMENTS AS SET FORTH HEREIN AND AS REQUIRED BY STATE, COUNTY, AND LOCAL LAWS.

2. STABILIZATION MEASURES SHALL BE INITIATED AS SOON AS POSSIBLE IN DISTURBED PORTIONS OF THE SITE WHERE CONSTRUCTION ACTIVITIES HAVE TEMPORARILY OR PERMANENTLY CEASED BUT IN NO CASE MORE THAN 5 DAYS AFTER CONSTRUCTION ACTIVITY IN THAT PORTION OF THE SITE HAS TEMPORARILY OR PERMANENTLY CEASED.

3. IF SEDIMENT IS TRACKED ONTO PAVED ROADS, THE ROADS AND WORK AREAS WILL BE SWEPT TO REMOVE MATERIAL AS REQUIRED. IF LARGE AMOUNTS OF MATERIAL GET ON THE SURFACES, THE MATERIAL WILL BE MANUALLY REMOVED AND/OR A VACUUM SWEEPER WILL BE USED. IF ACCEPTABLE STANDARDS ARE NOT MET, OPERATIONS WILL CEASE UNTIL CONDITIONS IMPROVE TO THE POINT THAT STANDARDS CAN BE MAINTAINED.

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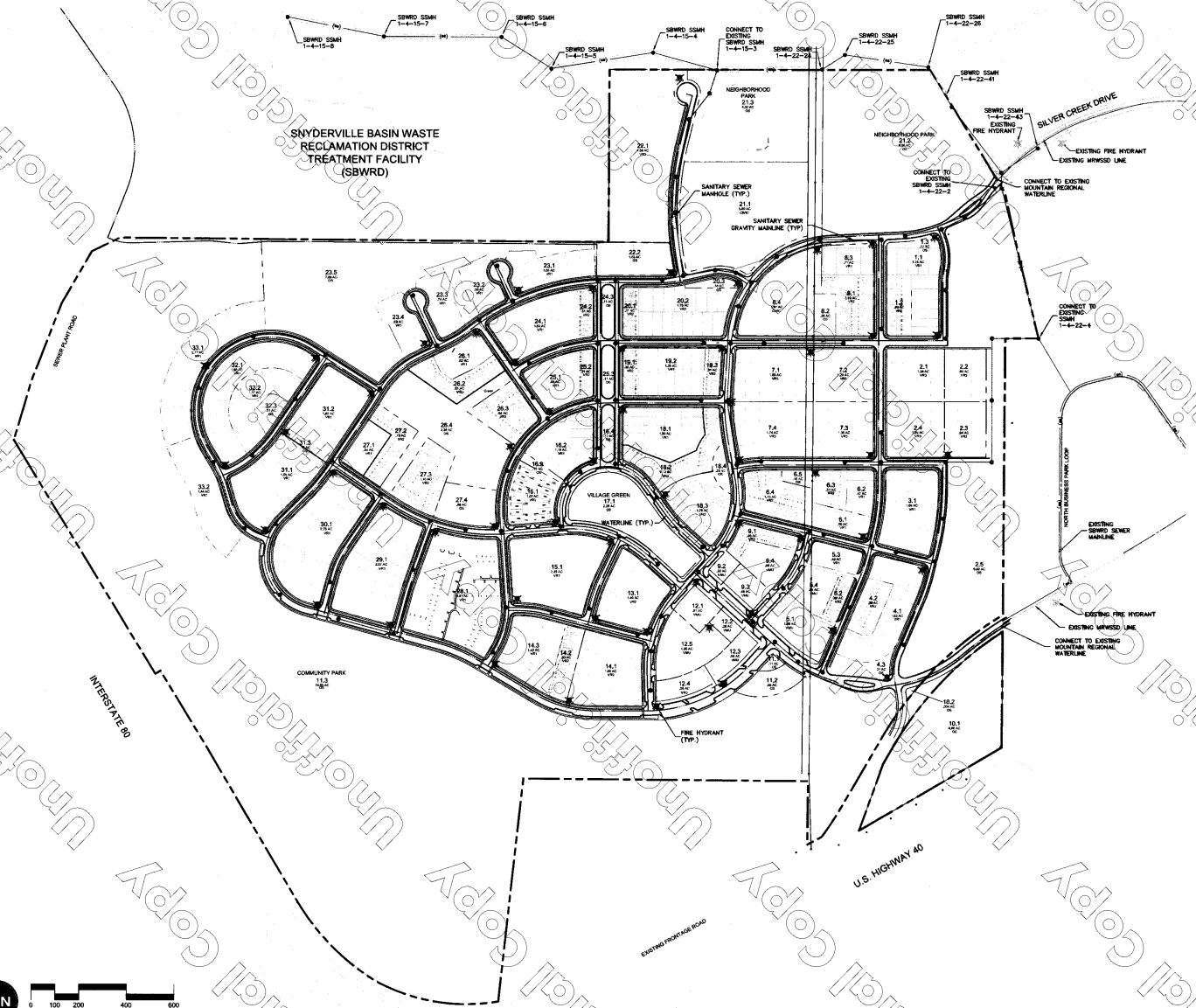
Revised May 21, 2015

Silver Creek Village



SEWER AND WATER SERVICES ARE READILY AVAILABLE FOR THE VILLAGE PROPERTY.

THE SEWER TRUNK LINE EXISTINS ALONG THE EAST EDGE OF THE PROJECT AS THE SNYDERVILLE BASIN WASTER RECLAMATION DISTRICT TREATMENT FACILITIES ARE LOCATED IMMEDIATELY ADJACE TO THE VILLAGE SITE.

WATER LINES ARE STUBBED TO THE PROJECT AT BOTH EXISTING ROADWAYS THAT ENTER THE PROJECT. (NORTH PACE FRONTAGE ROAD AND SILVER CREEK DRIVE)

PROPOSED UTILITY LEGEND
- FIRE HYDRANT
- WATERLINE
- SANITARY SEWERLINE
- SANITARY SEWER MANHOLE
- EXISTING SEWERLINE
- EXISTING WATERLINE

NOTES:

1. PRELIMINARY FIRE HYDRANT PLACEMENT, TO BE REVIEWED AND APPROVED BY PARK CITY FIRE DEPARTMENT.
2. PARCEL LAYOUTS ARE SHOWN FOR ILLUSTRATIVE PURPOSES ONLY AND ARE INTENDED TO PORTRAY DESIGN INTENT, CIRCULATION AND DENSITY POTENTIALS.

SCALE: 1"=200'

Mulholland Development Solutions

Master Sewer and Water Plan

H2

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Unofficial Copy

Revised May 20, 2015

EXHIBIT I1

Development Standards
FOR
SILVER CREEK VILLAGE

Unofficial Copy

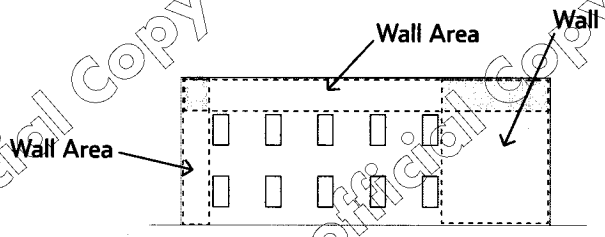
1.0 Building Signage

All signage for Community Buildings must meet Summit County's Development Code with exception of the following standards as well as those design standards identified for the project monument signs outlined in Exhibit F11 of the Book of Exhibits. Community Buildings are identified as all buildings within the Village that are commercial, mixed use, live-work, civic, condominium hotel, office or special use structures.

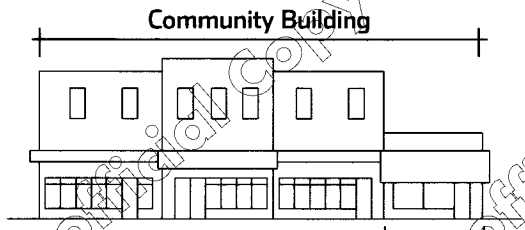
- Ghost Ad signs shall be defined as a Wall Sign per the Code and may only be located on a Community Building.

- Ghost Ad signs as a Primary Wall Sign shall follow Code requirements.

- Ghost Ads qualifying as a Secondary Wall Sign shall not exceed 40% of a rectangular Wall Area. Wall Area is defined as the selected rectangular surface area within which the individual sign will be placed. Only one Wall Area per facade may be selected for signage placement.

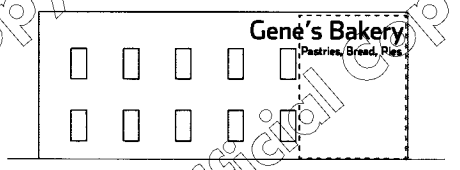


Secondary Wall Sign Locations
(Side or Rear Facades only)

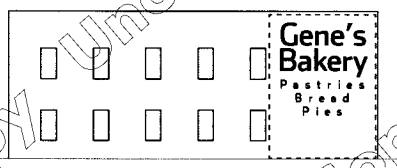


Front Elevation

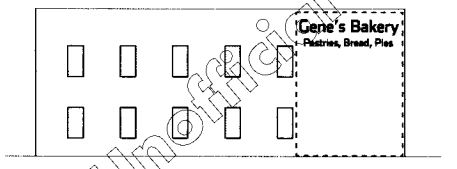
Individual
Store Facade



Not this - sign is out of defined wall area



Not this - sign is too big



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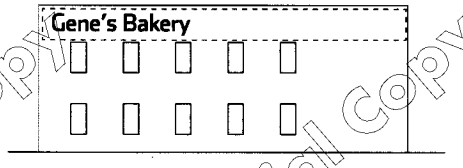


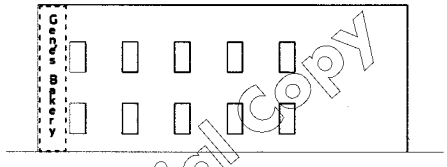
This

- Ghost ads may be placed within one Wall Area rectangle and must be calculated based on the designated placement on the facade. The Sign must be contained within the defined Wall Area rectangle.

- Each individual store facade may have Primary Wall Signs as per Code with the exception that a Store located on a street corner may have a Primary Wall Sign on both facades facing the streets regardless of primary access location to the store.

- Each Community Building may only have one Ghost Ad Wall Sign on each secondary facade (Side or Rear facades).

- All Ghost Ad signs must be approved by the DRC prior to submittal to Summit County and will be reviewed for appropriate color, location, size, design format, content and compatibility within the Village setting.



This

1.1 Building Sign Examples

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2.0 Site Specific Standards

The following standards are identified for each development parcel within the Village. Refer to the Book of Exhibits, Exhibit B1 - Land Use Plan for Parcel location within the Village. These Standards are established for each development parcel and include specific provisions for Building Heights, Building Setbacks, Parking Requirements, etc. for each and every development parcel within the Village. These standards identify specific deviations from the existing Snyderville Basin Code and are in place to better implement the Village Planning Principles as identified in the Snyderville Basin General Plan and as allowed within the Specially Planned Area (SPA) approval. The following Definitions apply to the Parcel Site Standards that follow:

Parcel Land Use Designation: The Land Use identified within the Land Use Plan that establishes general uses within a development parcel as identified below.

- Village Residential 1 - Single Family Lots.
- Village Residential 2 - Cottage and Carriage House Single Family Homes, Townhomes
- Village Residential 3 - Multi Family including Townhomes, Apartments, Condominiums, & Lofts.
- Village Mixed Use - Commercial, Office, Retail, Condominium Hotel and Residential Lofts or Live-Work units

Parcel Area: The acreage within a development parcel.

Maximum Lot Size: The maximum allowed lot size within a development parcel.

Minimum Front Setback: The required minimum distance from the front parcel or lot boundary that a structure must be set back within the development parcel.

Maximum Front Setback: The maximum distance from the front parcel or lot boundary fronting a street that a structure may be set back within the development parcel. This ensures street frontage of units is a priority. Those units that front a green or other open space do not have a maximum setback requirement.

Frontage Build-out: The percentage of the lot frontage that must have a front facade placed within the minimum and maximum front setback (Front Setback Zone).

Front Setback Zone: The area located between the minimum and the maximum front setbacks for a lot or parcel.

Minimum Side Setback: The required minimum distance from the side parcel or lot line that a structure must be set back within the development parcel. If a corner lot, the front setback location must match the adjacent lot.

Minimum Rear Setback: The required minimum distance from the rear parcel or lot line that a structure must be set back.

Maximum Height: The maximum Height of any structure within the development parcel.

Surface Parking Setback: The setback from any parcel or lot line for any proposed surface parking excluding those stalls directly in front of a residential garage.

Maximum Lot Coverage: The percentage of a parcel or lot that may be covered by impervious structures such as structures or drives.

Minimum Distance Between Buildings: The distance between any freestanding structures on a lot or parcel.

Driveway Setback: The setback from a side lot line for a driveway serving a residential structure.

Alley Required: Specific parcels within Silver Creek Village require proposed development to access garages and/or parking from an Alley. No street access to a Garage or parking structure shall be allowed within those Parcels specified within as requiring Alleys. (See Exhibit G2 for alley width requirements)

2.1 Parking Requirements

Product	Parking Requirement	Notes
Apartment	Units <650 SF - 1 Space Units 650-1,000 SF - 1.5 Spaces Units >1,000 SF - 2 Spaces	May be Surface Parking
Condominium	Units <650 SF - 1 Space Units 650-1,000 SF - 1.5 Spaces Units >1,000 SF - 2 Spaces	May be Surface Parking
Loft	Units <650 SF - 1 Space Units 650-1,000 SF - 1.5 Spaces Units >1,000 SF - 2 Spaces	May be Surface Parking
Assisted Living Units	As per Summit County Code	
Commercial	As per Summit County Code	Shared Parking strategies should be incorporated
Office	As per Summit County Code	Shared Parking strategies should be incorporated
Condo Hotel	As per Summit County Code	Shared Parking strategies should be incorporated
Live-Work Unit	Units <650 SF - 1 Space Units 650-1,000 SF - 1.5 Spaces Units >1,000 SF - 2 Spaces As per Summit County Code for Commercial portion	Shared Parking strategies should be incorporated
Townhome	2 Spaces	Off Street
Single Family Home	2 Spaces	Off Street
Parks	As required thru Conditional Use process	Shared Parking strategies should be incorporated

Notes:

1. No Parking requirement may utilize on-street parking that is not provided year round as part of its calculation.
2. All parking requirements must be rounded up to the nearest whole parking space.
3. All Parking Space/Parking Lot dimensions shall meet Summit County Code requirements

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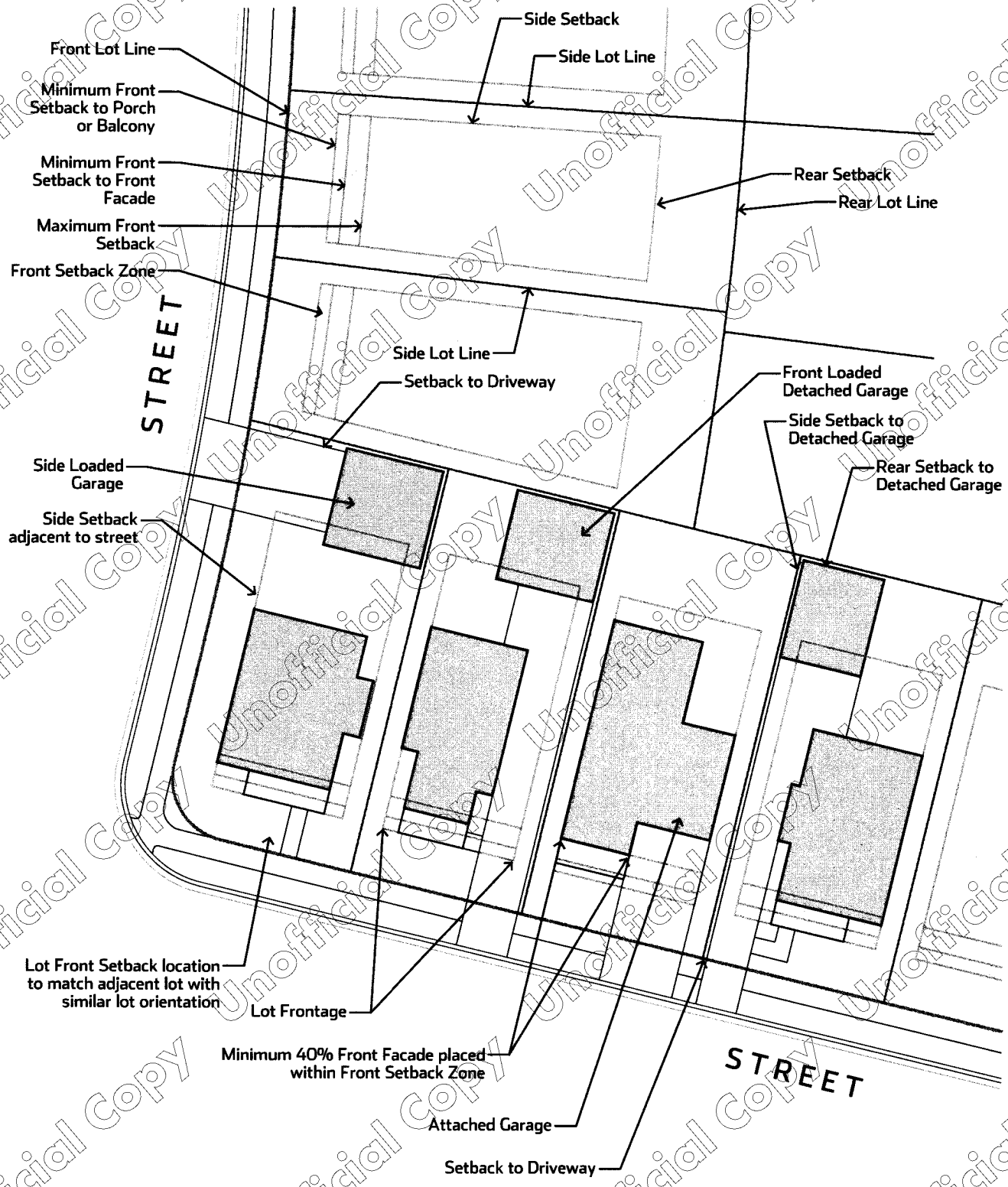
2.2 Site Specific Standards Exhibit 1 - Single Family Lots

The following exhibits illustrate typical design standard definitions and applications of the parcel by parcel standards as applied throughout Silver Creek Village. See Section 3.0 for Parcel by Parcel Standards



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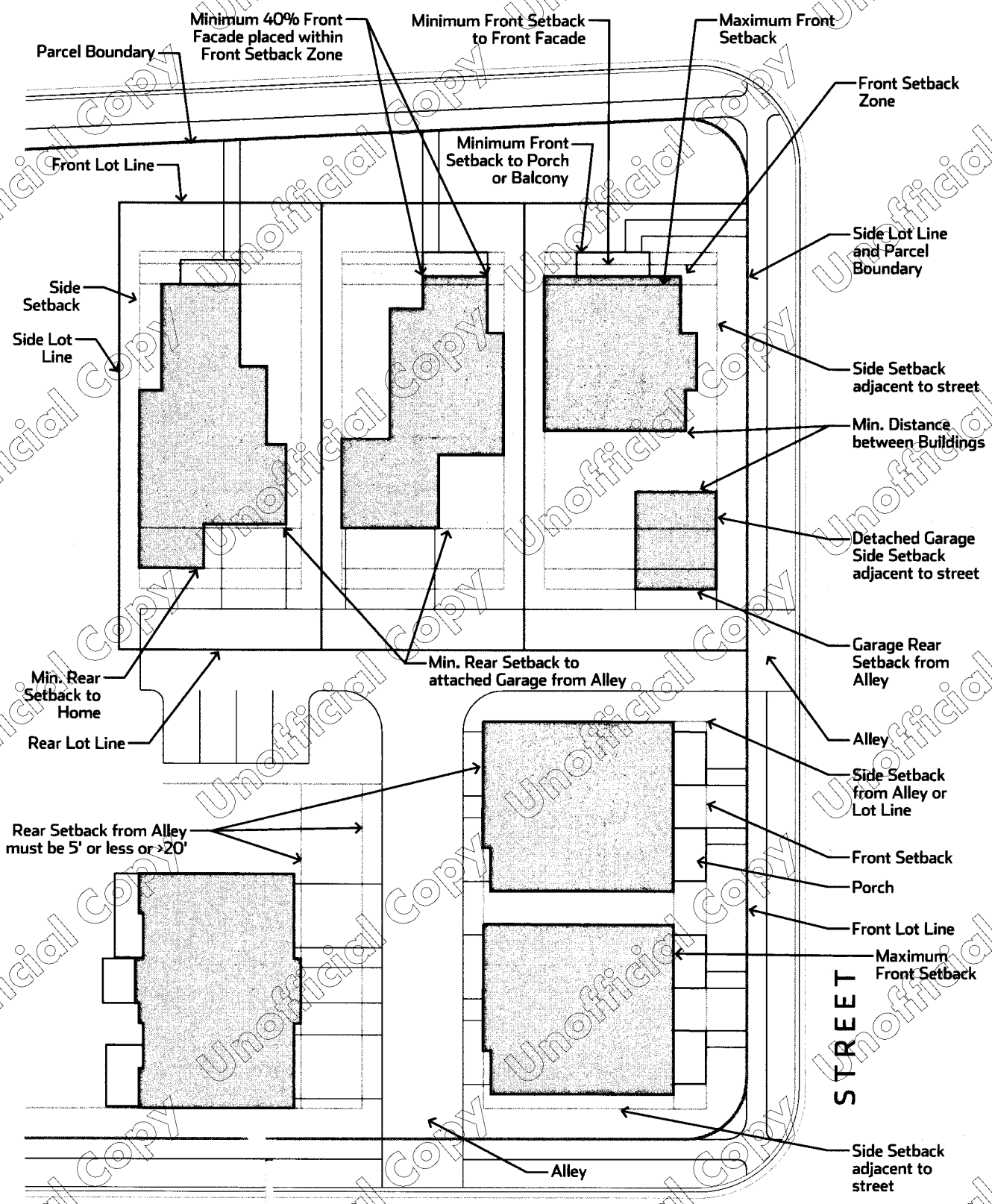
2.3 Site Specific Standards Exhibit 2 - Single Family Lots, SF Cottages and Townhomes



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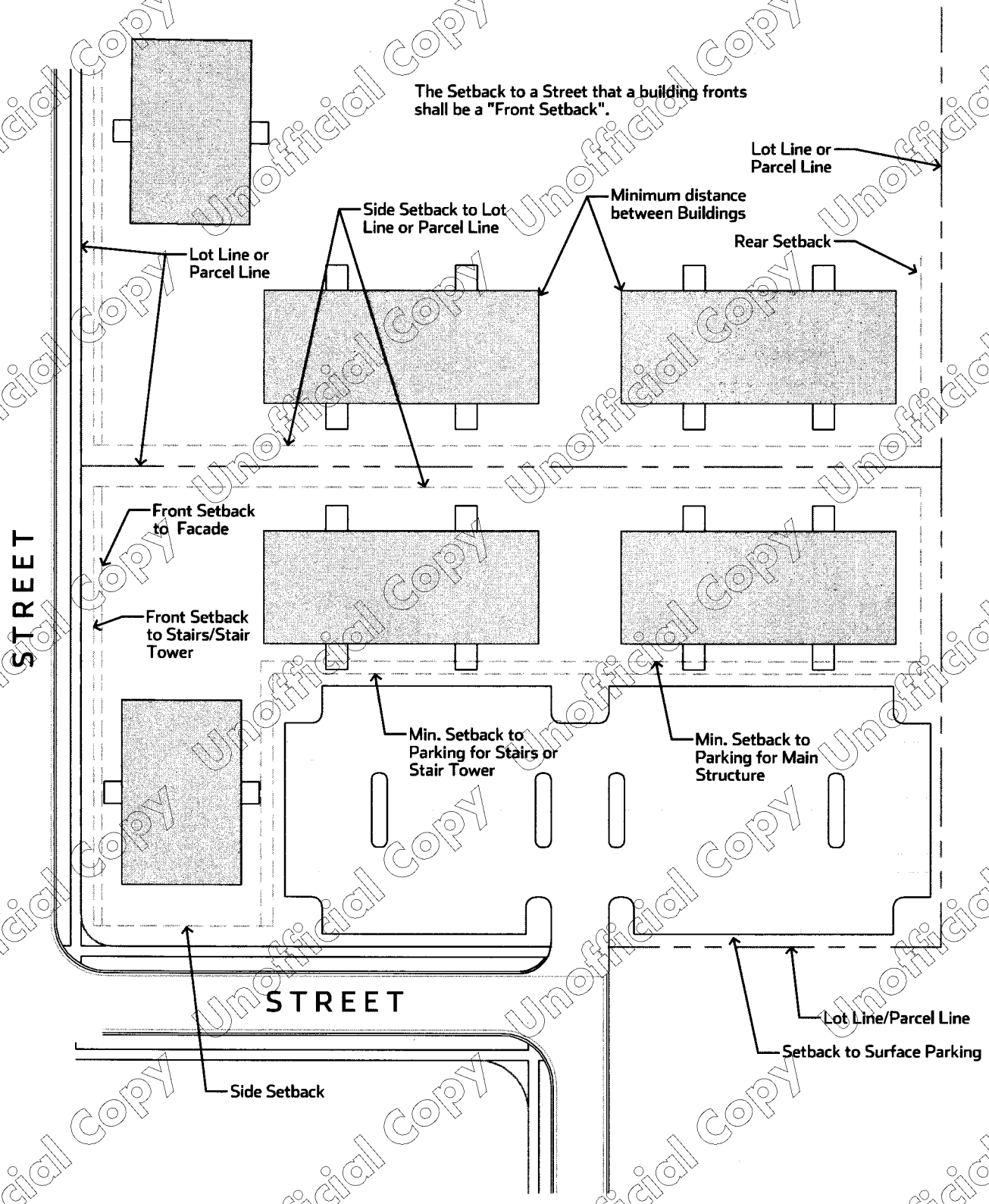
2.4 Site Specific Standards Exhibit 3 - Multi-Family



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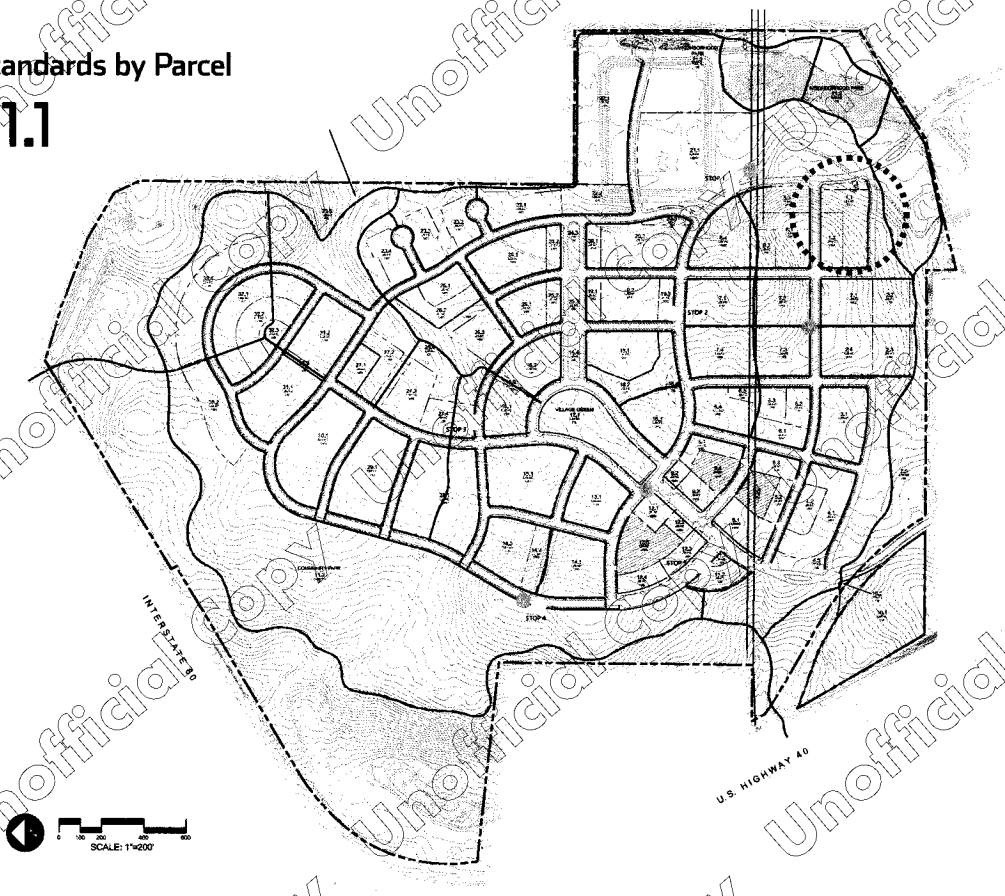
3.0 Site Specific Standards by Parcel

Parcel 1.1



Parcel	1.1
Parcel Land Use Designation	Village Residential 1
Parcel Area	1.24 acres
Maximum Lot Size	6,500 SF
Minimum Front Setback	15' to front façade
	12' to porch or balcony
Maximum Front Setback	20' to front façade
Frontage Build-out	40%
Minimum Side Setback	5' to Home or Garage
	3' to detached Garage
	7.5' to Home or Garage when adjacent to side street
Minimum Rear Setback	20' to Home
Rear Setback from Alley	5' or Less or 20' or More to rear loaded Garage
Maximum Height	32'
Surface Parking Setback	n/a
Maximum Lot Coverage	65%
Min. Distance between Buildings not sharing a common wall	15' from detached garage to house
Driveway Setback	3' from side lot line
Alley Required?	Yes

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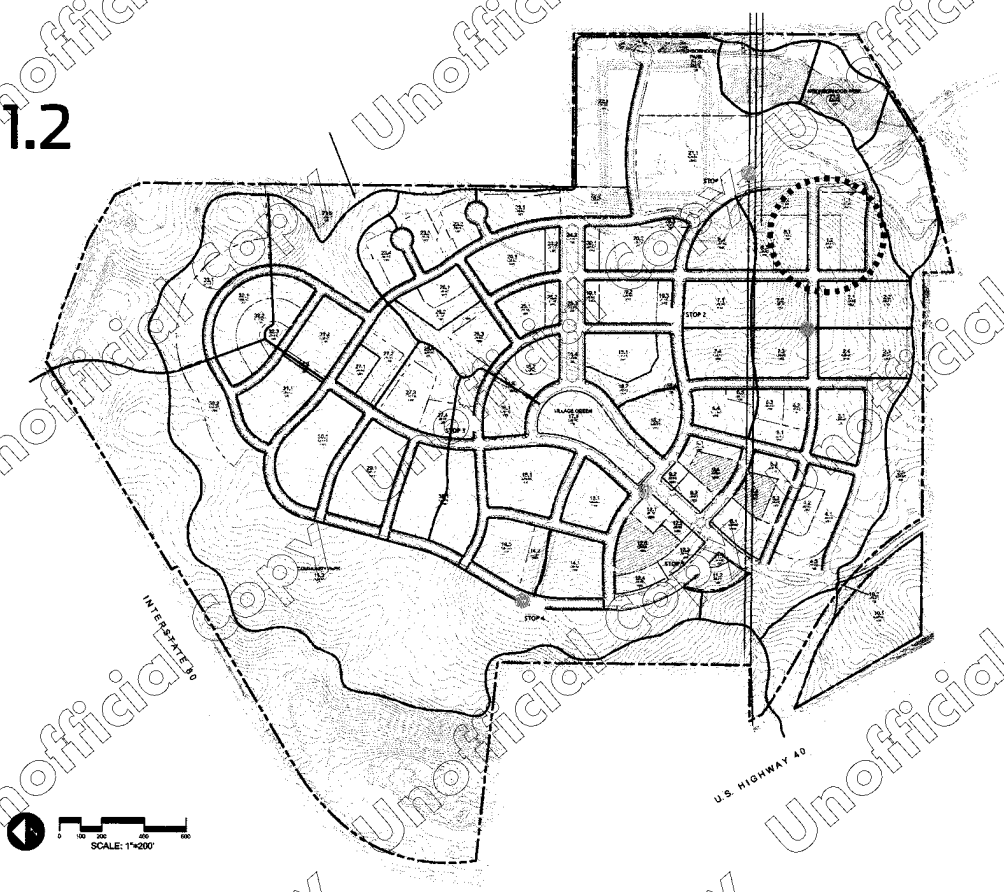
Parcel 1.2



Parcel	1.2
Parcel Land Use Designation	Village Residential 2
Parcel Area	0.60 acres
Maximum Lot Size	4,000 SF
Minimum Front Setback	10' to front façade
	10' to porch or balcony
Maximum Front Setback	15' to front façade
Frontage Build-out	60%
Minimum Side Setback	5' to Home or Garage
	2.5' to detached Garage
	7.5' to Home or Garage when adjacent to side street
Minimum Rear Setback from Alley	15' to Home
Rear Setback from Alley	5' or Less or 20' or More to rear loaded Garage
Maximum Height	37'
Surface Parking Setback	n/a
Maximum Lot Coverage	n/a
Min. Distance between Buildings	12' from detached garage to house
Driveway Setback	2.5' from side lot line
Alley Required?	Yes

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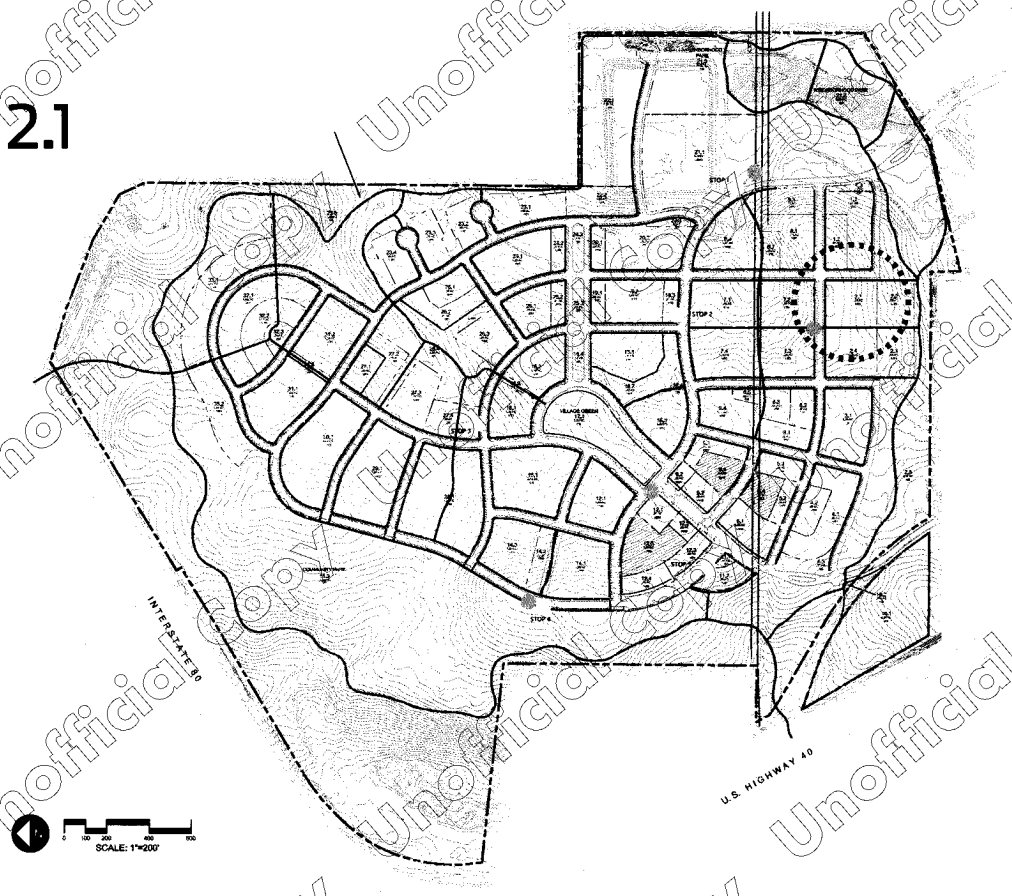
Parcel 2.1



Parcel	2.1
Parcel Land Use Designation	Village Residential 3
Parcel Area	1.24 acres
Minimum Front Setback	10' to façade
	10' to porch or balcony
	6' to stairs or stair tower
Minimum Side Setback	10' to any Structure
Minimum Rear Setback	10' to any Structure
Minimum Setback from Parking	12' to Main Structure
	6' to stairs or stair tower
Maximum Height	45'
Surface Parking Setback	5' from lot line
Maximum Lot Coverage	n/a
Min. Distance between Buildings not sharing a common wall	18'
Alley Required?	no

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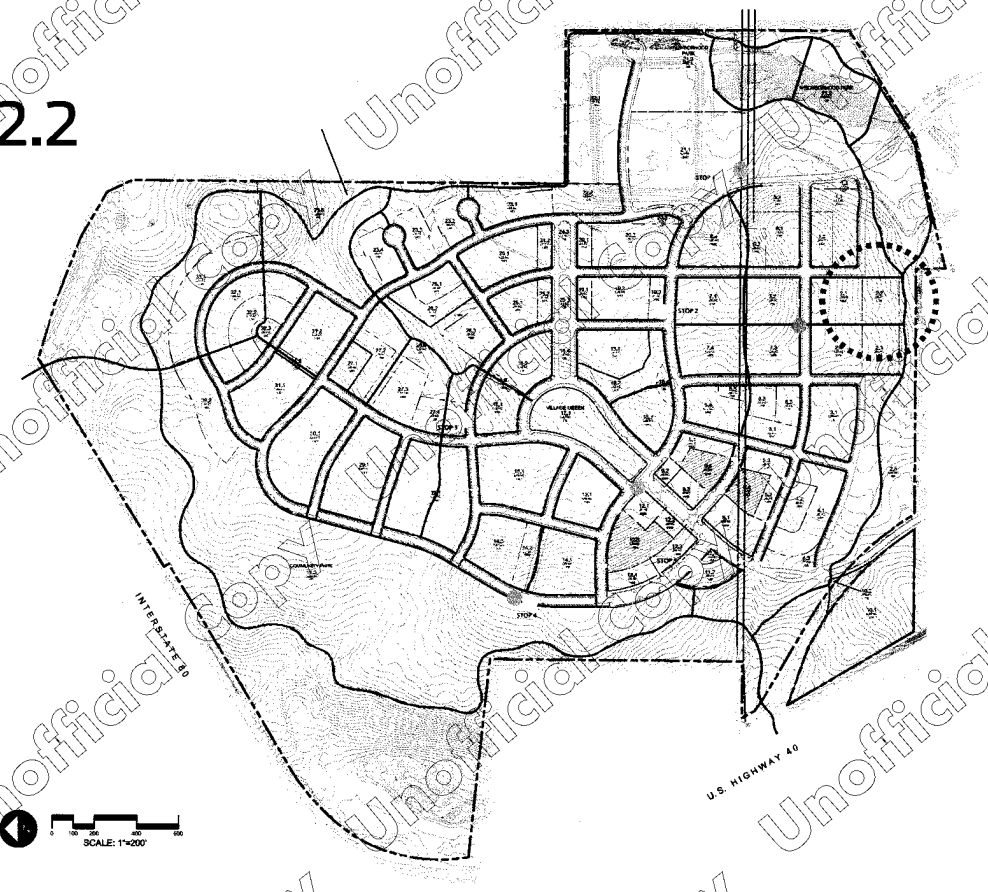
Parcel 2.2



Parcel	2.2
Parcel Land Use Designation	**Village Residential 3**
Parcel Area	0.90 acres
Minimum Front Setback	10' to façade
	10' to porch or balcony
	6' to stairs or stair tower
Minimum Side Setback	10' to any Structure
Minimum Rear Setback	10' to any Structure
Minimum Setback from Parking	12' to Main Structure
	6' to stairs or stair tower
Maximum Height	45'
Surface Parking Setback	5' from lot line
Maximum Lot Coverage	n/a
Min. Distance between Buildings not sharing a common wall	18'
Alley Required?	no

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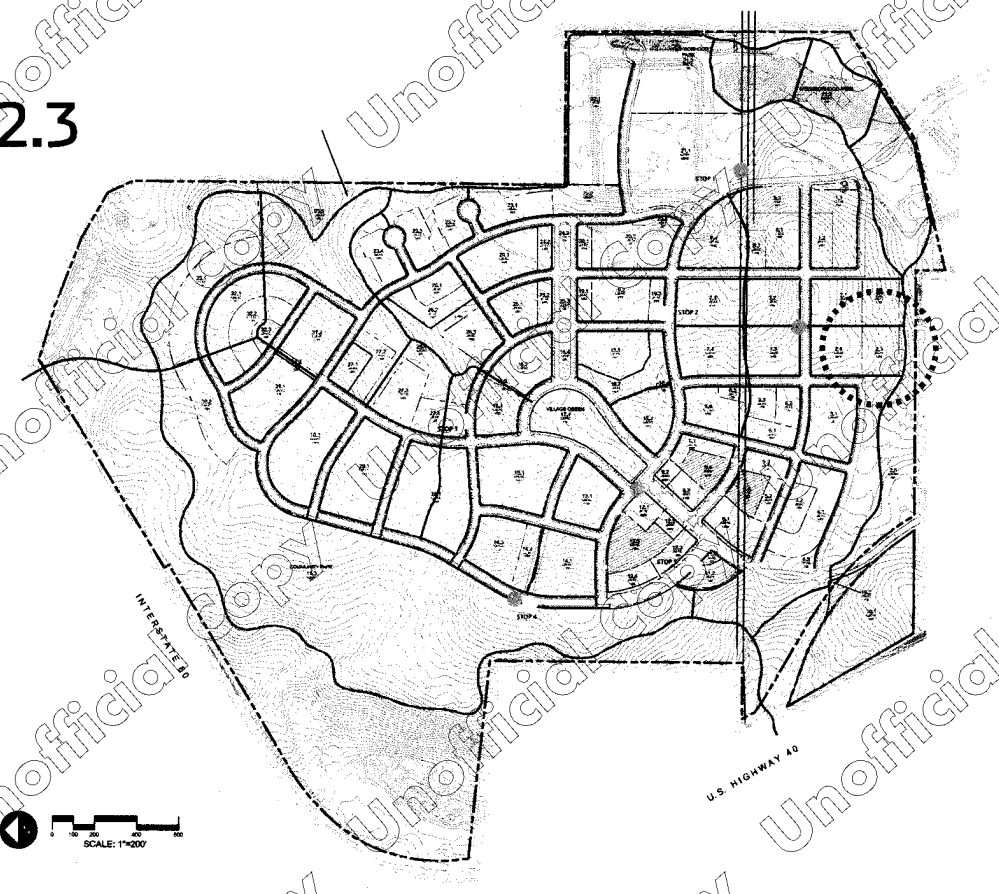
Parcel 2.3



Parcel	2.3
Parcel Land Use Designation	Village Residential 3
Parcel Area	0.94 acres
Minimum Front Setback	10' to façade
	10' to porch or balcony
	6' to stairs or stair tower
Minimum Side Setback	10' to any Structure
Minimum Rear Setback	10' to any Structure
Minimum Setback from Parking	12' to Main Structure
	6' to stairs or stair tower
Maximum Height	45'
Surface Parking Setback	5' from lot line
Maximum Lot Coverage	n/a
Min. Distance between Buildings not sharing a common wall	18'
Alley Required?	no

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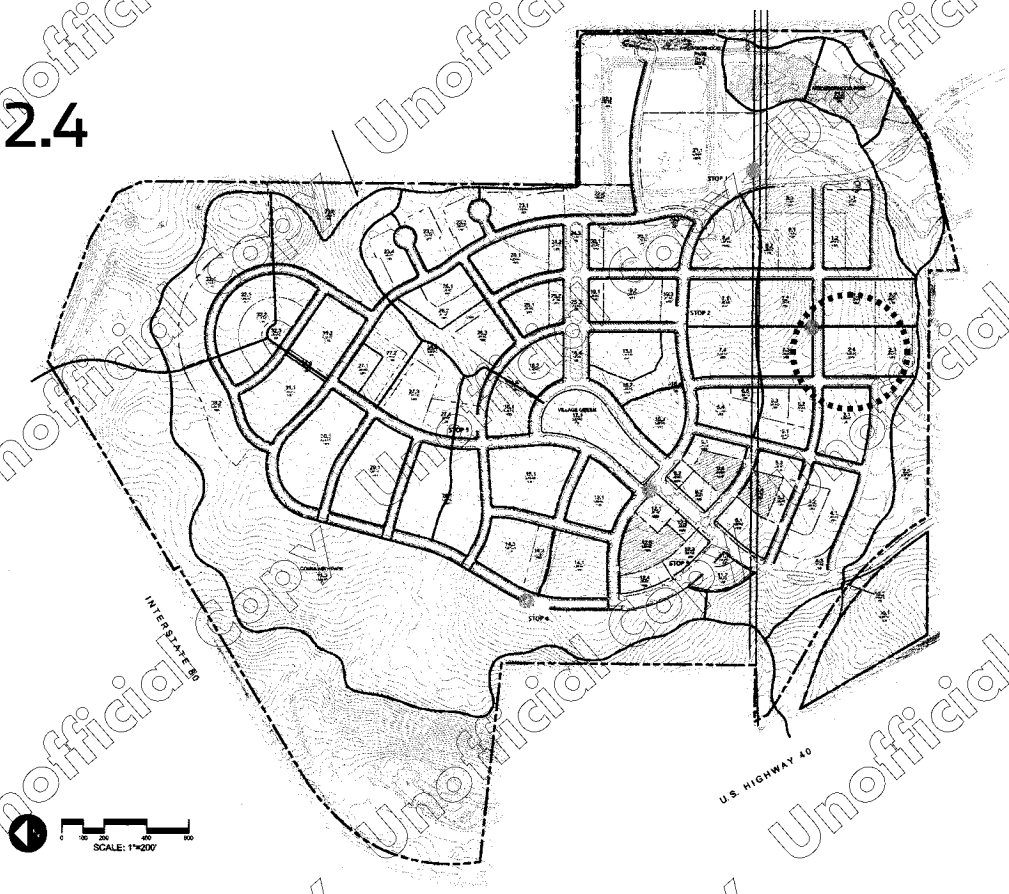
Parcel 2.4



Parcel	2.4
Parcel Land Use Designation	**Village Residential 3**
Parcel Area	1.29 acres
Minimum Front Setback	10' to façade
	10' to porch or balcony
	6' to stairs or stair tower
Minimum Side Setback	10' to any Structure
Minimum Rear Setback	10' to any Structure
Minimum Setback from Parking	12' to Main Structure
	6' to stairs or stair tower
Maximum Height	45'
Surface Parking Setback	5' from lot line
Maximum Lot Coverage	n/a
Min. Distance between Buildings not sharing a common wall	18'
Alley Required?	no

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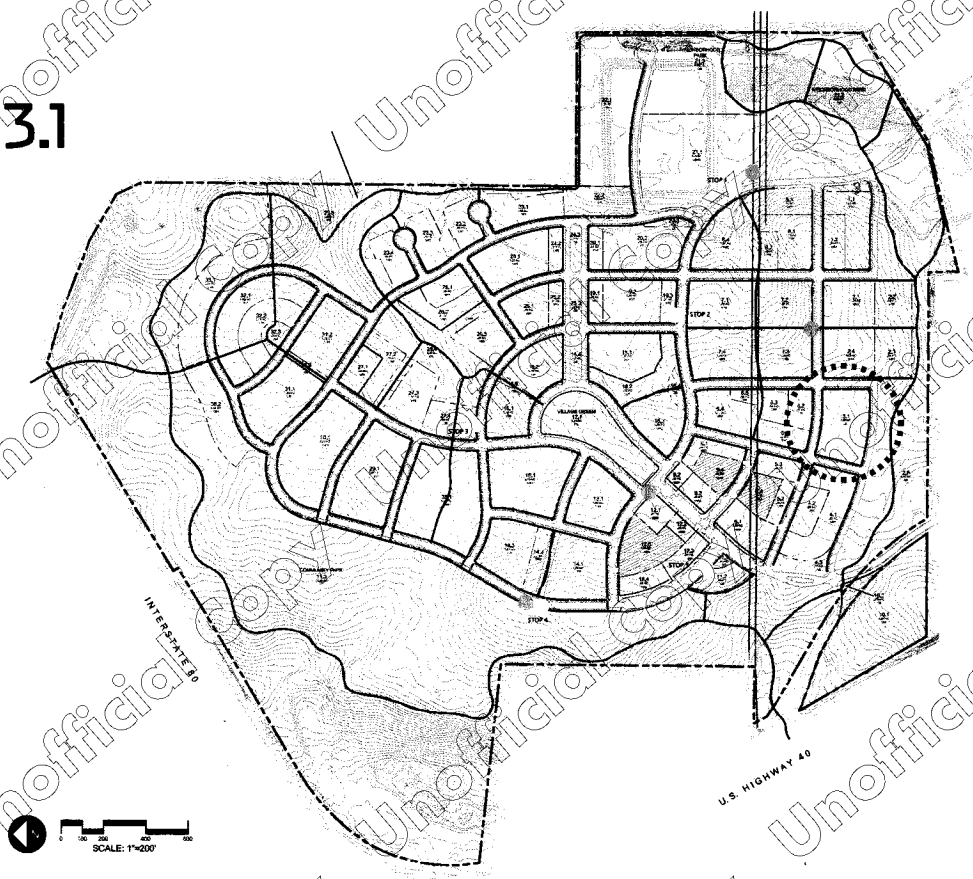
Parcel 3.1



Parcel	3.1
Parcel Land Use Designation	Village Residential 1
Parcel Area	1.69 acres
Maximum Lot Size	6,000 SF
Minimum Front Setback	15' to front façade
	12' to porch or balcony
Maximum Front Setback	20' to front façade
Frontage Build-out	40%
Minimum Side Setback	5' to Home or Garage
	3' to detached Garage
	10' to Home or Garage when adjacent to side street
Minimum Rear Setback	20' to Home
	2.5' to Front/Side Loaded Detached Garage
Rear Setback from Alley	< 5' or > 20' to rear loaded Garage
Minimum Setback from Parking	n/a
Maximum Height	32'
Surface Parking Setback	n/a
Maximum Lot Coverage	65%
Min. Distance between Buildings	15' from detached garage to house
Driveway Setback	3' from side lot line
Alley Required?	no

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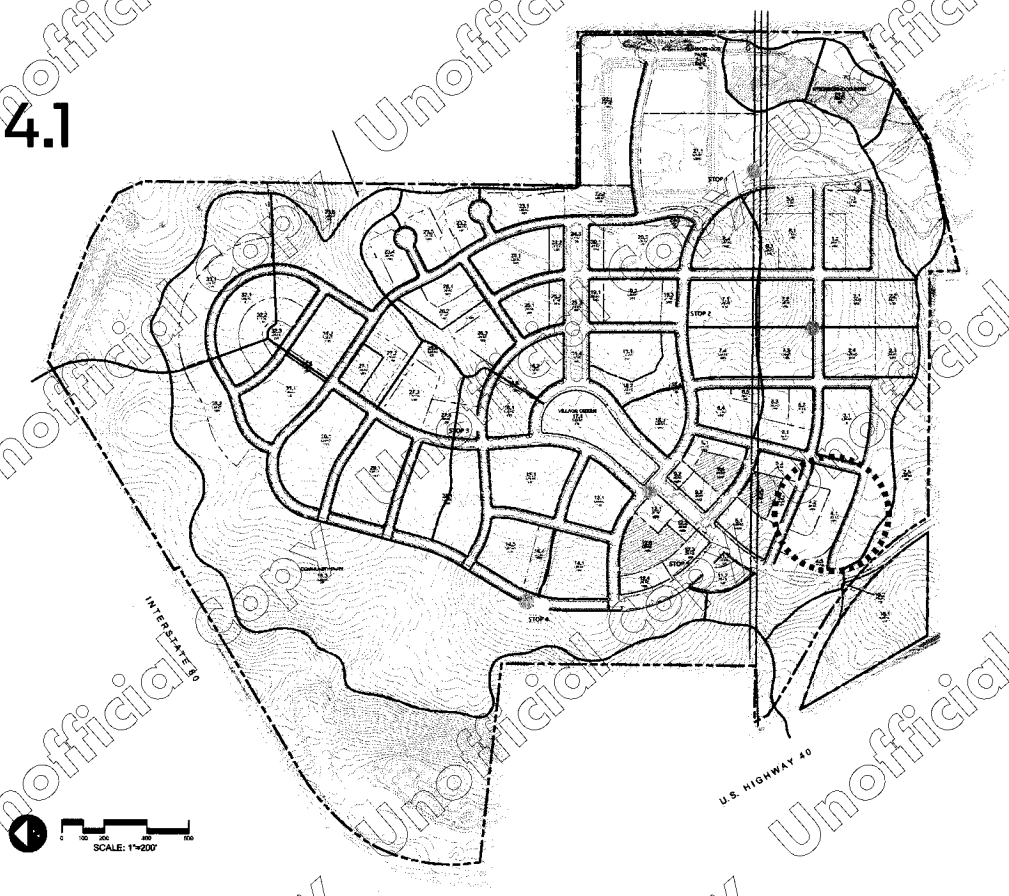
Parcel 4.1



Parcel	4.1
Parcel Land Use Designation	Village Residential 1
Parcel Area	1.63 acres
Maximum Lot Size	8,000 SF
Minimum Front Setback	15' to front façade
	12' to porch or balcony
Maximum Front Setback	20' to front façade
Frontage Build-out	40%
Minimum Side Setback	5' to Home or Garage
	3' to detached Garage
	10' to Home or Garage when adjacent to side street
Minimum Rear Setback	20' to Home
Rear Setback from Alley	< 5' or > 20' to rear loaded Garage
Minimum Setback from Parking	n/a
Maximum Height	32'
Surface Parking Setback	n/a
Maximum Lot Coverage	65%
Min. Distance between Buildings	15' from detached garage to house
Driveway Setback	3' from side lot line
Alley Required?	yes

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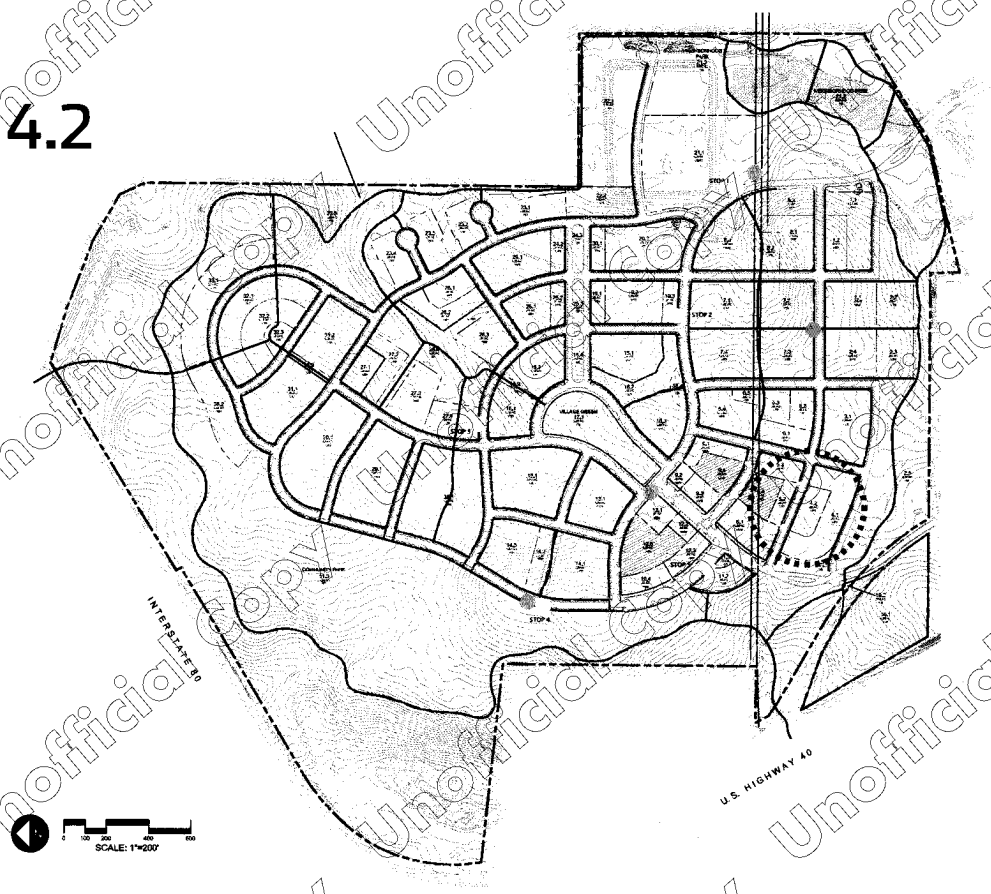
Parcel 4.2



Parcel	4.2
Parcel Land Use Designation	Village Residential 2
Parcel Area	0.59 acres
Maximum Lot Size	5,000 SF
Minimum Front Setback	10' to front façade
	10' to porch or balcony
Maximum Front Setback	18' to front façade
Frontage Build-out	60%
Minimum Side Setback	5' to Home or Garage
	2.5' to detached Garage
	7.5' to Home or Garage when adjacent to side street
Minimum Rear Setback	15' to Home
Rear Setback from Alley	< 5' or > 20' to rear loaded Garage
Maximum Height	37'
Surface Parking Setback	5' from lot line
Maximum Lot Coverage	n/a
Min. Distance between Buildings not sharing a common wall	12' from detached garage to house
Driveway Setback	2.5' from side lot line
Alley Required?	Yes

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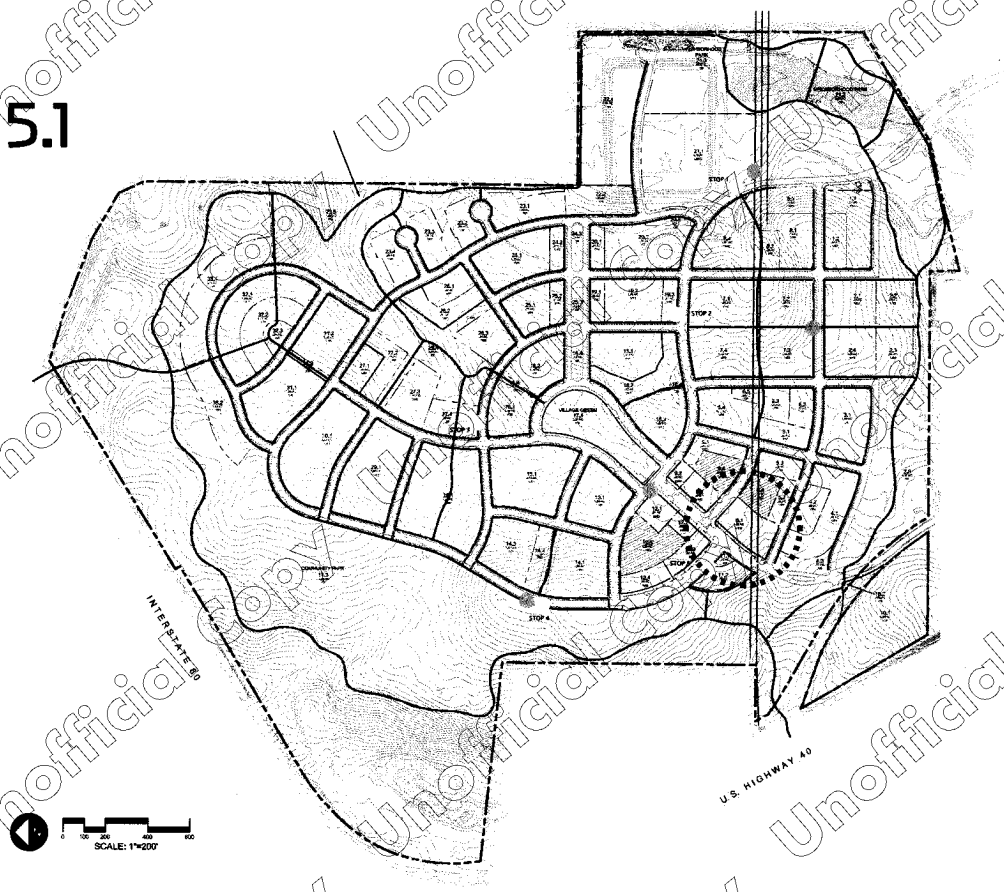
Parcel 5.1



Parcel	5.1
Parcel Land Use Designation	Mixture of Land Use
Parcel Area	1.09 acres
Minimum Front Setback	12' to front façade
Maximum Front Setback	15' to front façade
Frontage Build-out	90%
Minimum Side Setback	12' to façade if on street frontage
	0' to side lot line
Minimum Rear Setback	0' to any Structure
Minimum Setback from Parking	10' to main structure
	6' to stairs or stair tower
Maximum Height	42'
Commercial Parking Required	Commercial as per County Code
Surface Parking Setback	5' from lot line
Maximum Lot Coverage	n/a
Min. Distance between Buildings not sharing a common wall	12'
Alley Required?	n/a

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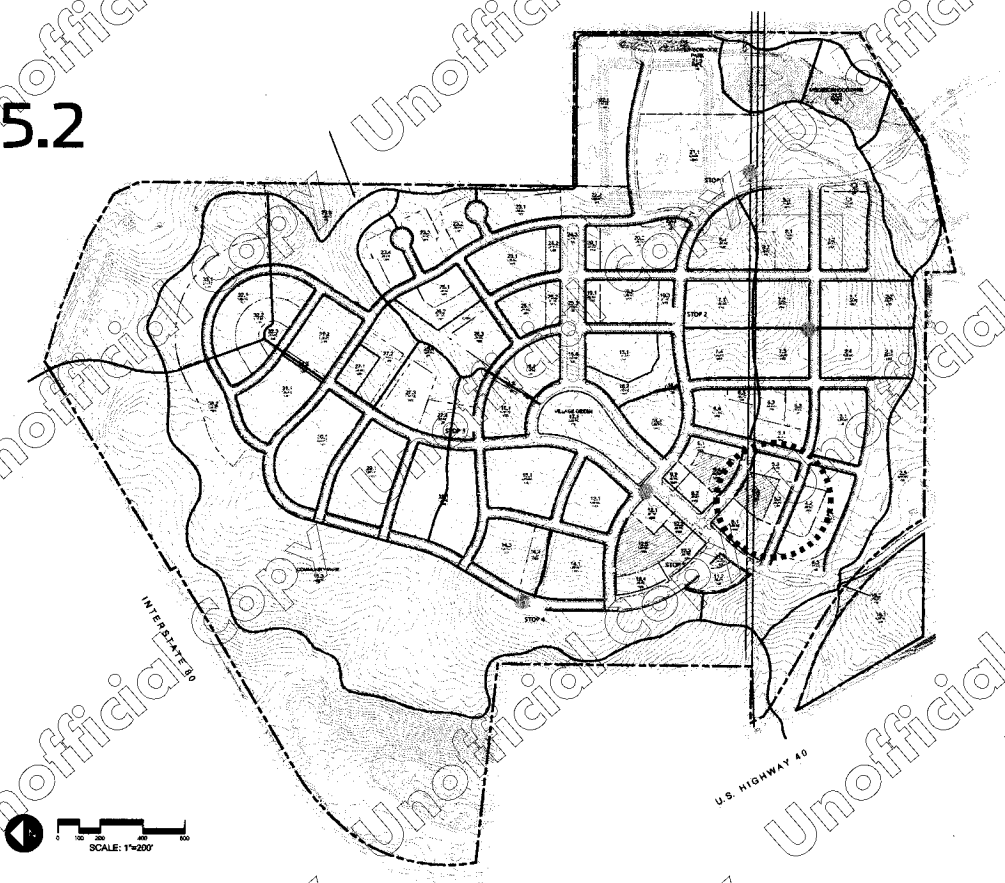
Parcel 5.2



Parcel	5.2
Parcel Land Use Designation	Village Residential 2
Parcel Area	0.33 acres
Maximum Lot Size	3,000 SF
Minimum Front Setback	10' to front façade
	10' to porch or balcony
Maximum Front Setback	18' to front façade
Frontage Build-out	60%
Minimum Side Setback	5' to Home or Garage
	2.5' to detached Garage
	7.5' to Home or Garage when adjacent to side street
Minimum Rear Setback	15' to Home
Rear Setback from Alley	5' or Less or 20' or More to rear loaded Garage
Maximum Height	37'
Surface Parking Setback	5' from lot line
Maximum Lot Coverage	n/a
Min. Distance between Buildings not sharing a common wall	12' from detached garage to house
Driveway Setback	2.5' from side lot line
Alley Required?	Yes

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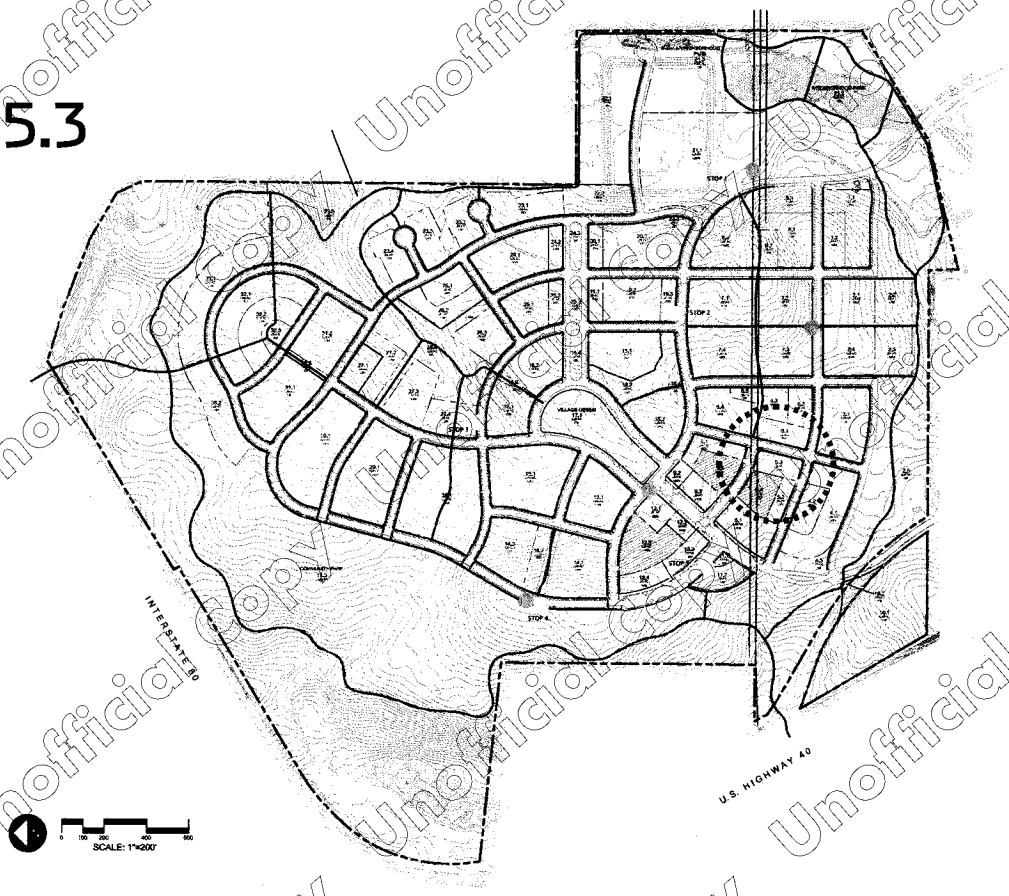
Parcel 5.3



Parcel	5.3
Parcel Land Use Designation	Village Residential 1
Parcel Area	0.49 acres
Maximum Lot Size	5,500 SF
Minimum Front Setback	15' to front façade
	12' to porch or balcony
Maximum Front Setback	18' to front façade
Frontage Build-out	50%
Minimum Side Setback	5' to Home or Garage
	2.5' to detached Garage
	7.5' to Home or Garage when adjacent to side street
Minimum Rear Setback	20' to Home
Rear Setback from Alley	< 5' or > 20' to rear loaded Garage
Minimum Setback from Parking	n/a
Maximum Height	32'
Surface Parking Setback	n/a
Maximum Lot Coverage	75%
Min. Distance between Buildings not sharing a common wall	12' from detached garage to house
Driveway Setback	2.5' from side lot line
Alley Required?	yes

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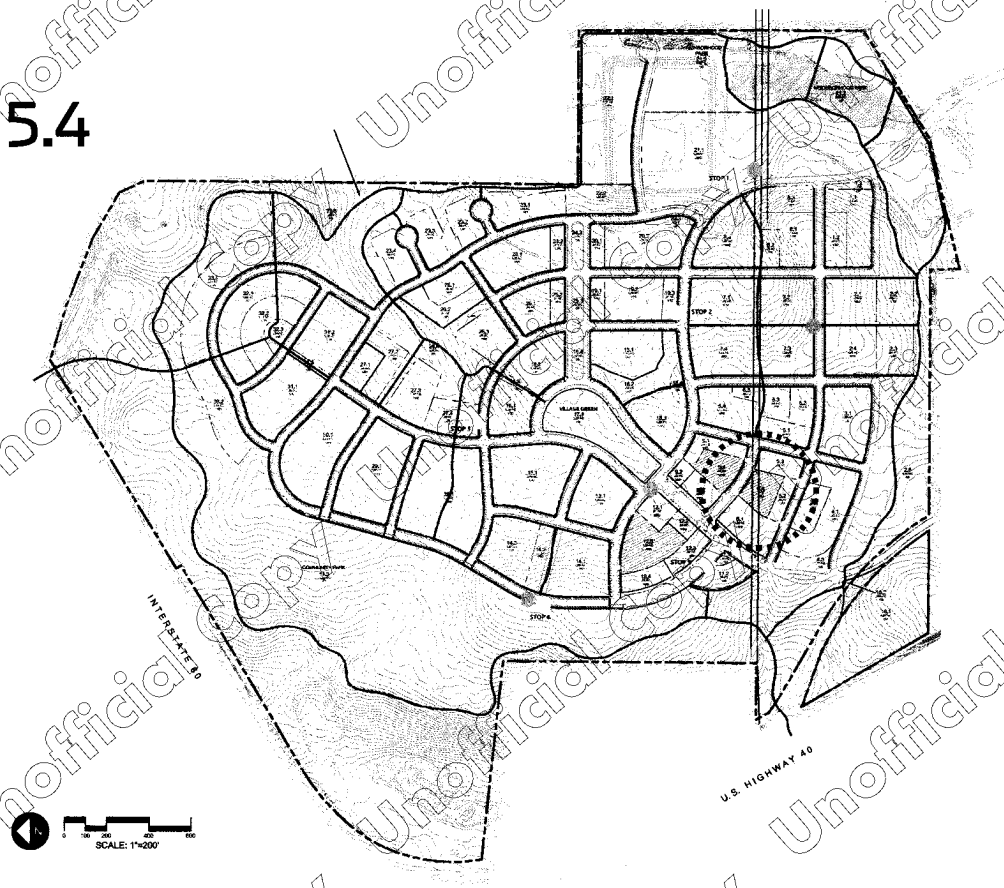
Parcel 5.4



Parcel	5.4
Parcel Land Use Designation	Village Mixed Use - Parking
Parcel Area	0.65 acres
Surface Parking Setback	5' from any lot line

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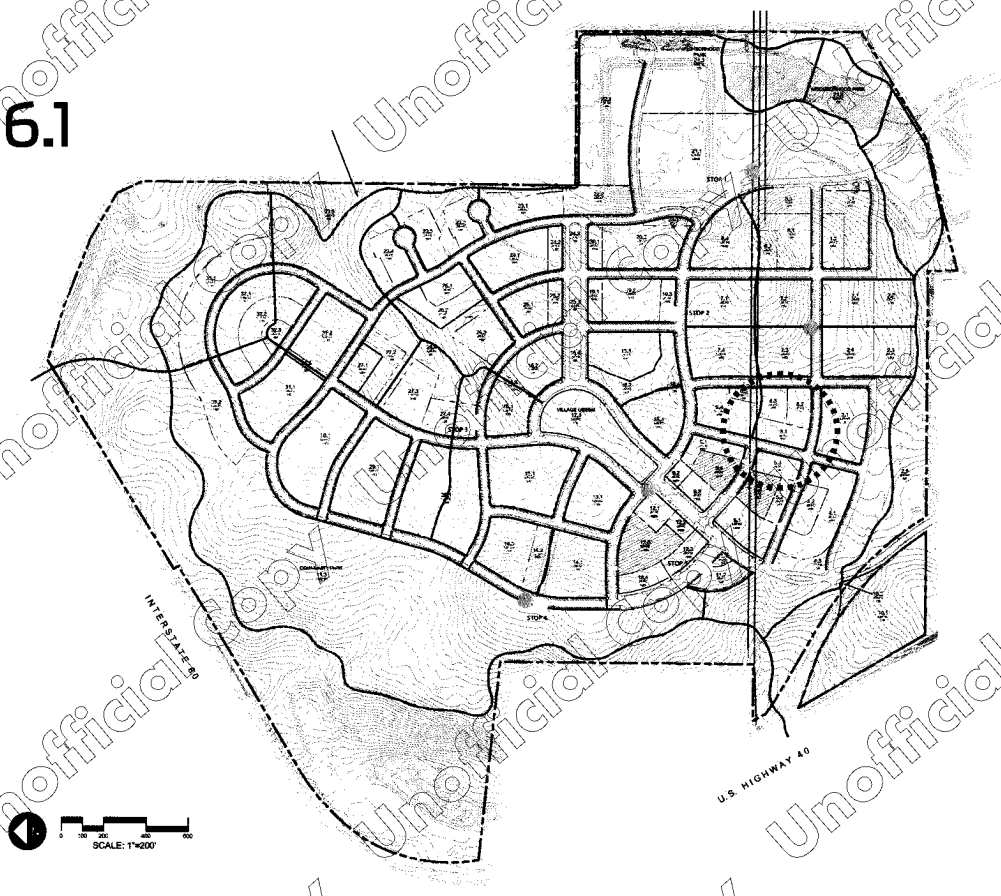
Parcel 6.1



Parcel	6.1
Parcel Land Use Designation	Village Residential 1
Parcel Area	0.55 acres
Maximum Lot Size	5,000 SF
Minimum Front Setback	15' to front façade
	12' to porch or balcony
Maximum Front Setback	18' to front façade
Frontage Build-out	50%
Minimum Side Setback	5' to Home or Garage
	2.5' to detached Garage
	7.5' to Home or Garage when adjacent to side street
Minimum Rear Setback	20' to Home
	2.5' to Front/Side Loaded Detached Garage
Rear Setback from Alley	< 5' or > 20' to rear loaded Garage
Minimum Setback from Parking	n/a
Maximum Height	32'
Surface Parking Setback	n/a
Maximum Lot Coverage	75%
Min. Distance between Buildings	15' from detached garage to house
Driveway Setback	2.5' from side lot line
Alley Required?	no

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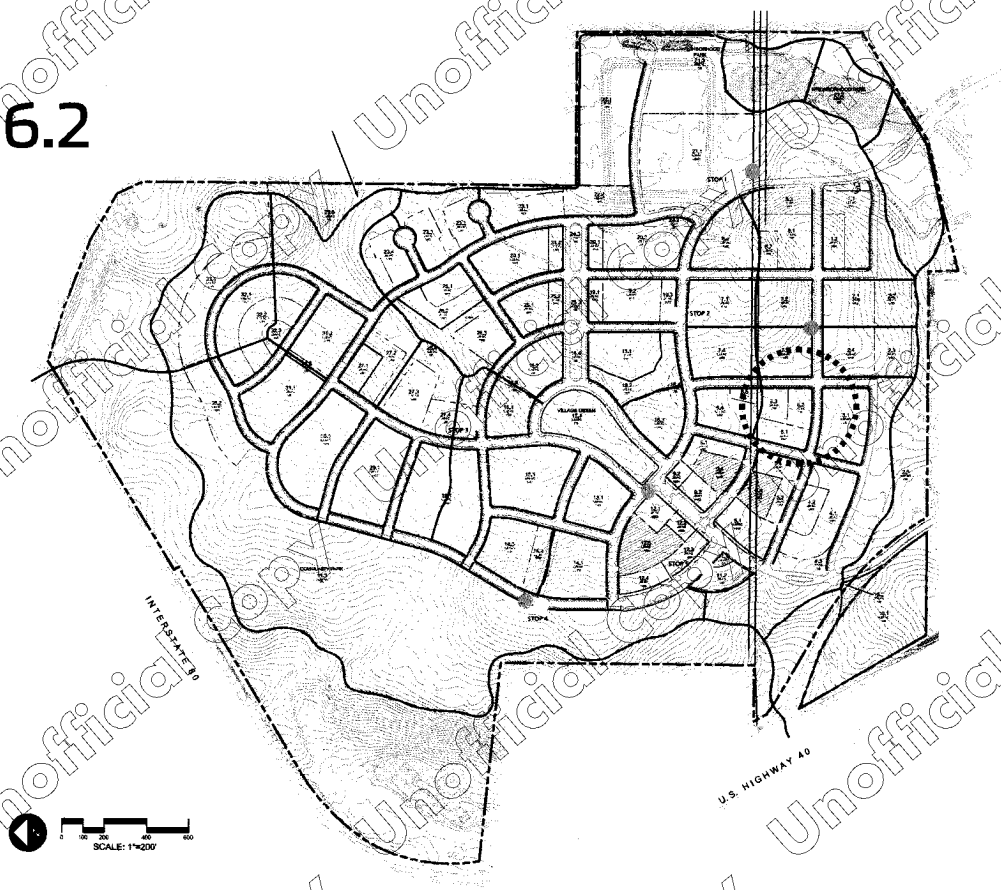
Parcel 6.2



Parcel	6.2
Parcel Land Use Designation	Village Residential 1
Parcel Area	0.47 acres
Maximum Lot Size	6,000 SF
Minimum Front Setback	15' to front façade
	12' to porch or balcony
Maximum Front Setback	20' to front façade
Frontage Build-out	40%
Minimum Side Setback	5' to Home or Garage
	2.5' to detached Garage
	7.5' to Home or Garage when adjacent to side street
Minimum Rear Setback	20' to Home
	2.5' to Front/Side Loaded Detached Garage
Rear Setback from Alley	< 5' or > 20' to rear loaded Garage
Minimum Setback from Parking	n/a
Maximum Height	32'
Surface Parking Setback	n/a
Maximum Lot Coverage	75%
Min. Distance between Buildings	15' from detached garage to house
Driveway Setback	2.5' from side lot line
Alley Required?	no

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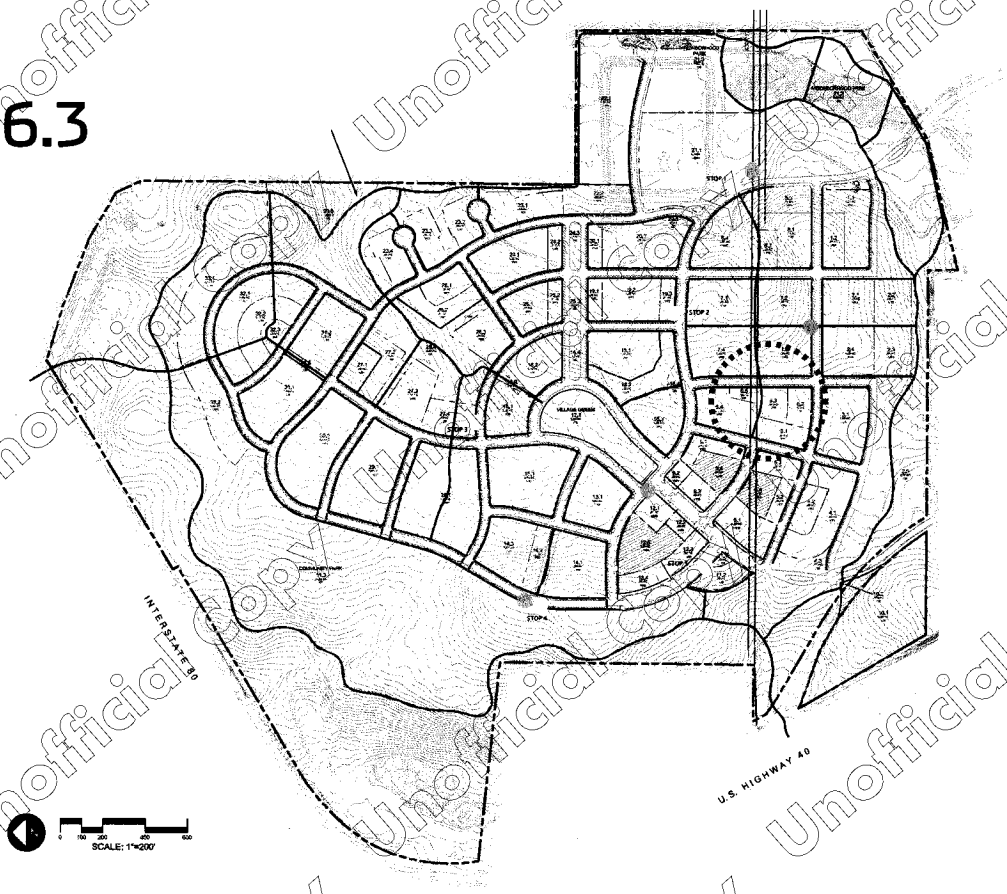
Parcel 6.3



Parcel	6.3
Parcel Land Use Designation	Village Residential 2
Parcel Area	0.51 acres
Maximum Lot Size	4,500 SF
Minimum Front Setback	10' to front façade
	10' to porch or balcony
Maximum Front Setback	18' to front façade
Frontage Build-out	60%
Minimum Side Setback	5' to Home or Garage
	2.5' to detached Garage
	7.5' to Home or Garage when adjacent to side street
Minimum Rear Setback	15' to Home
	2.5' to Front/Side Loaded Detached Garage
Rear Setback from Alley	< 5' or > 20' to rear loaded Garage
Maximum Height	37'
Surface Parking Setback	5' from lot line
Maximum Lot Coverage	n/a
Min. Distance between Buildings	15' from detached garage to house
Driveway Setback	2.5' from side lot line
Alley Required?	no

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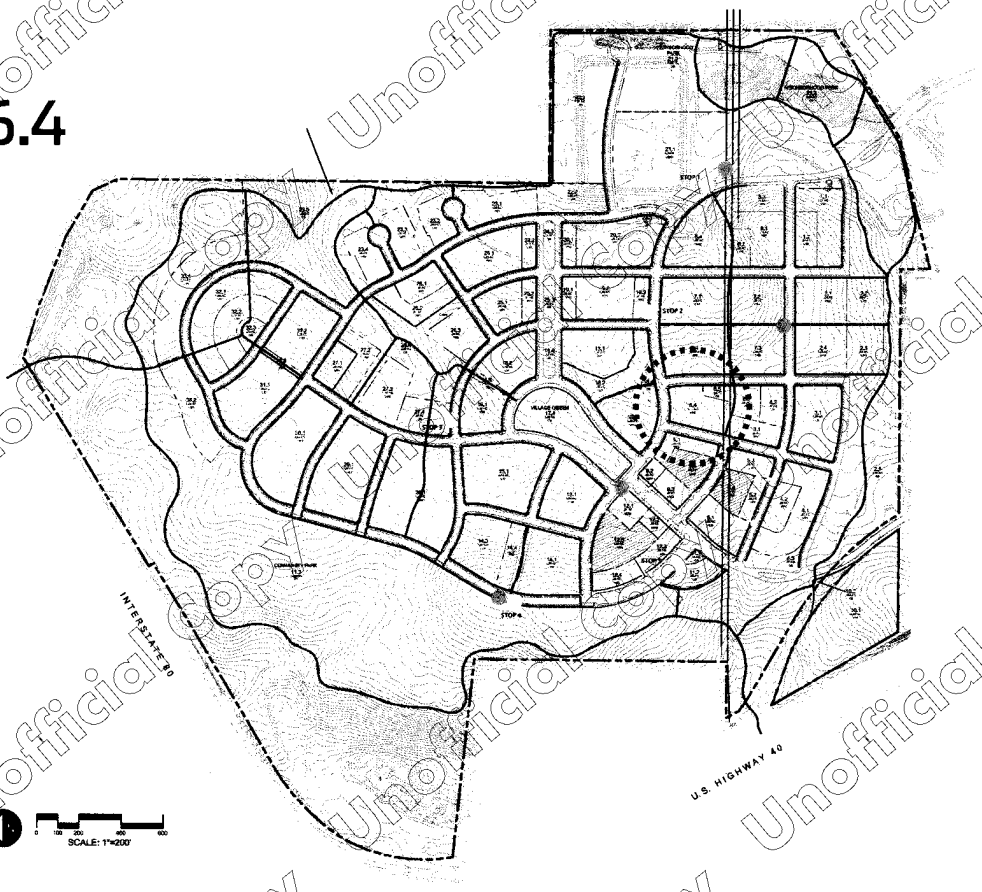
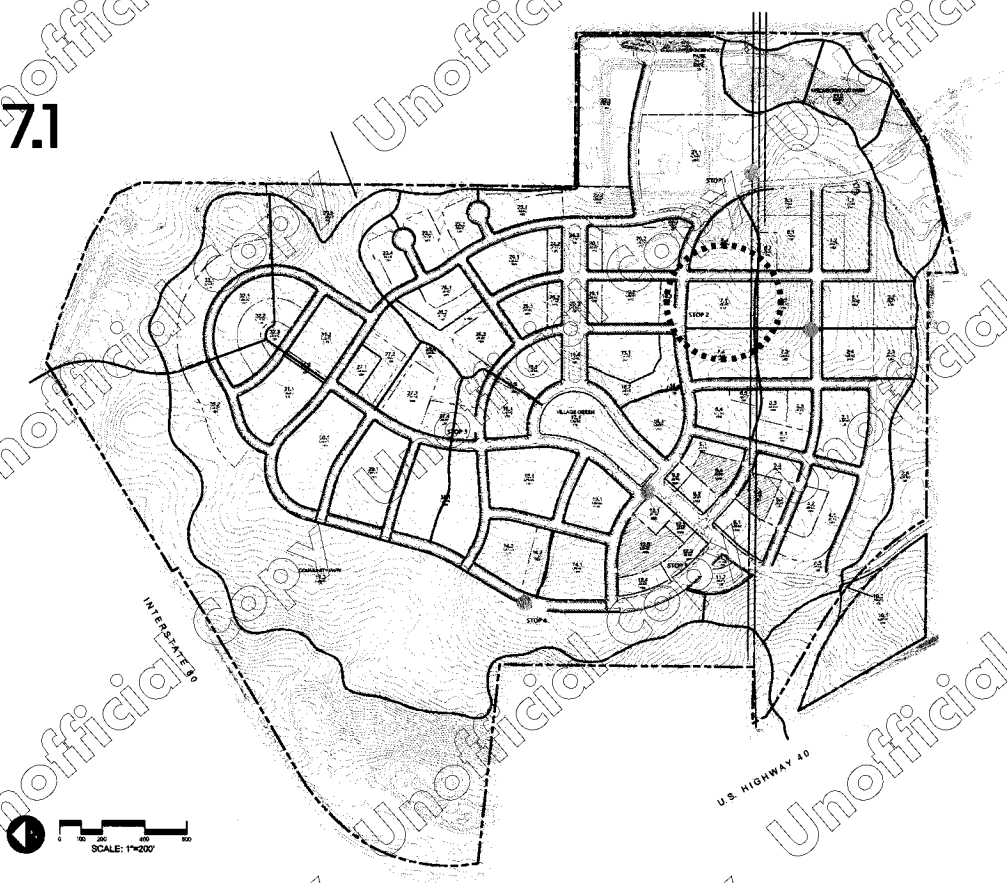
Parcel 6.4



Parcel	6.4
Parcel Land Use Designation	Village Residential 2
Parcel Area	1.13 acres
Maximum Lot Size	3,500 SF
Minimum Front Setback	10' to front façade
	10' to porch or balcony
Maximum Front Setback	18' to front façade
Frontage Build-out	60%
Minimum Side Setback	5' to Home or Garage
	2.5' to detached Garage
	7.5' to Home or Garage when adjacent to side street
Minimum Rear Setback	15' to Home
	1' to Front/Side Loaded Detached Garage
Rear Setback from Alley	< 5' or > 20' to rear loaded Garage
Maximum Height	37'
Surface Parking Setback	5' from lot line
Maximum Lot Coverage	n/a
Min. Distance between Buildings	15' from detached garage to house
Driveway Setback	2.5' from side lot line
Alley Required?	no

Unofficial Copy

Parcel 7.1



Parcel	7.1
Parcel Land Use Designation	Village Residential 3
Parcel Area	1.69 acres
Minimum Front Setback	10' to façade
	10' to porch or balcony
	6' to stairs or stair tower
Minimum Side Setback	10' to any Structure
Minimum Rear Setback	10' to any Structure
Minimum Setback from Parking	12' to Main Structure
	6' to stairs or stair tower
Maximum Height	45'
Surface Parking Setback	5' from lot line
Maximum Lot Coverage	n/a
Min. Distance between Buildings not sharing a common wall	18'
Alley Required?	no

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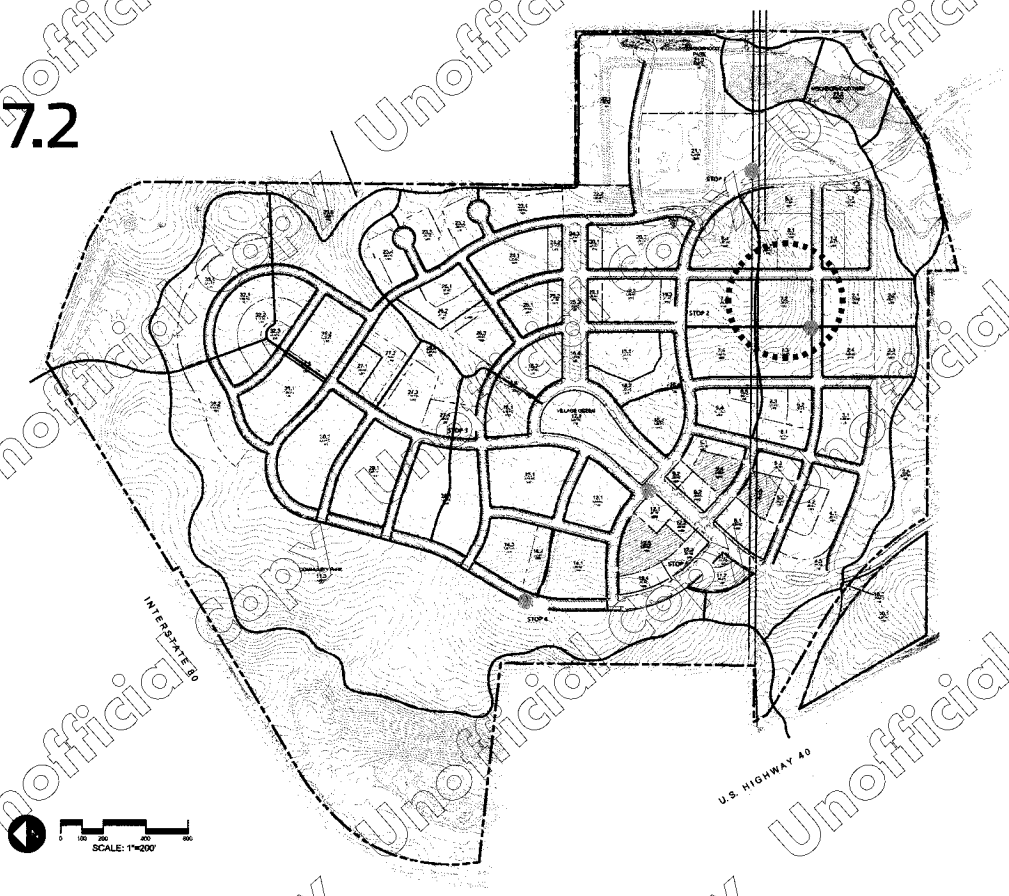
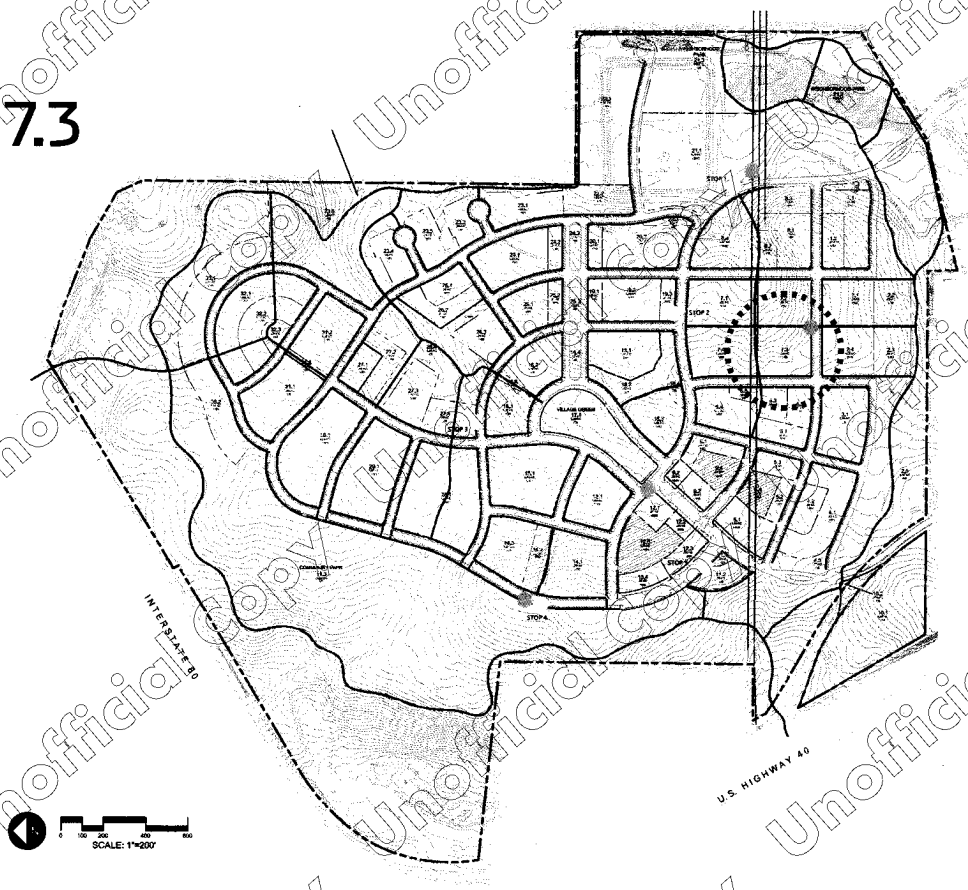
Parcel 7.2



Parcel	7.2
Parcel Land Use Designation	Village Residential 3
Parcel Area	1.29 acres
Minimum Front Setback	10' to façade
	10' to porch or balcony
	6' to stairs or stair tower
Minimum Side Setback	10' to any Structure
Minimum Rear Setback	10' to any Structure
Minimum Setback from Parking	12' to Main Structure
	6' to stairs or stair tower
Maximum Height	45'
Surface Parking Setback	5' from lot line
Maximum Lot Coverage	n/a
Min. Distance between Buildings not sharing a common wall	18'
Alley Required?	no

Unofficial Copy

Parcel 7.3



Parcel	7.3
Parcel Land Use Designation	Village Residential 3
Parcel Area	1.35 acres
Minimum Front Setback	10' to façade
	10' to porch or balcony
	6' to stairs or stair tower
Minimum Side Setback	10' to any Structure
Minimum Rear Setback	10' to any Structure
Minimum Setback from Parking	12' to Main Structure
	6' to stairs or stair tower
Maximum Height	45'
Surface Parking Setback	5' from lot line
Maximum Lot Coverage	n/a
Min. Distance between Buildings not sharing a common wall	18'
Alley Required?	no

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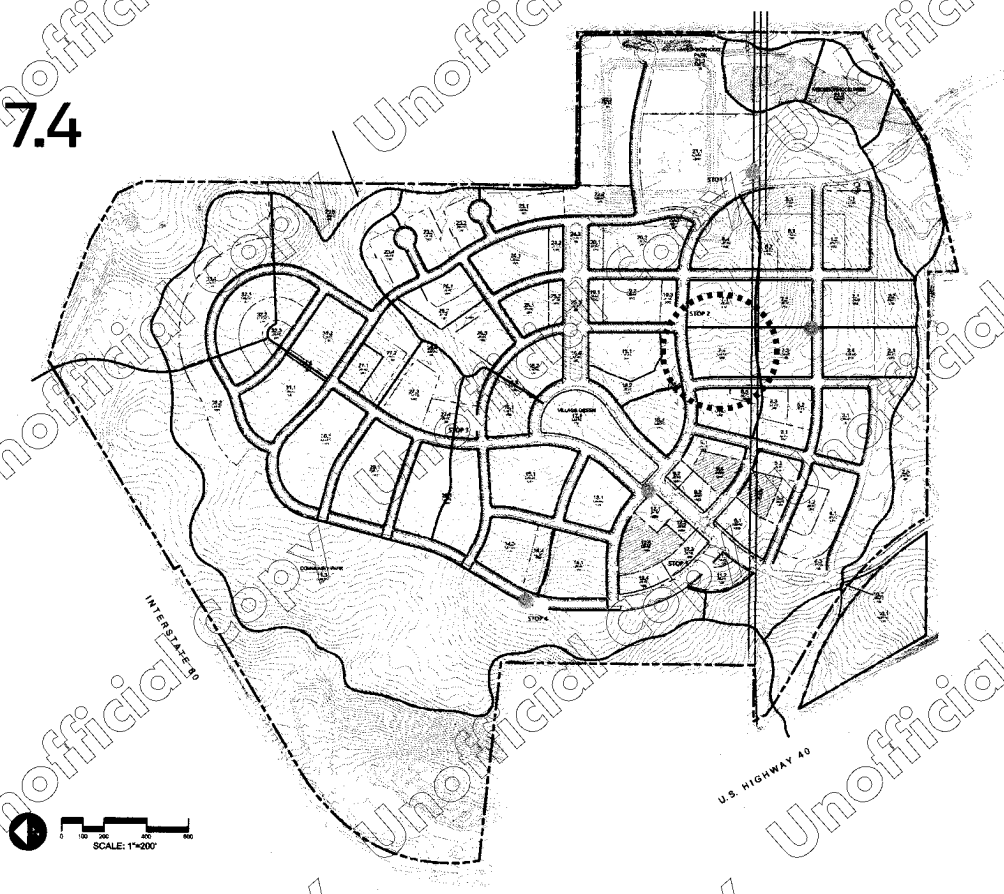
Parcel 7.4



Parcel	7.4
Parcel Land Use Designation	**Village Residential 3**
Parcel Area	1.74 acres
Minimum Front Setback	10' to façade
	10' to porch or balcony
	6' to stairs or stair tower
Minimum Side Setback	10' to any Structure
Minimum Rear Setback	10' to any Structure
Minimum Setback from Parking	12' to Main Structure
	6' to stairs or stair tower
Maximum Height	45'
Surface Parking Setback	5' from lot line
Maximum Lot Coverage	n/a
Min. Distance between Buildings not sharing a common wall	18'
Alley Required?	no

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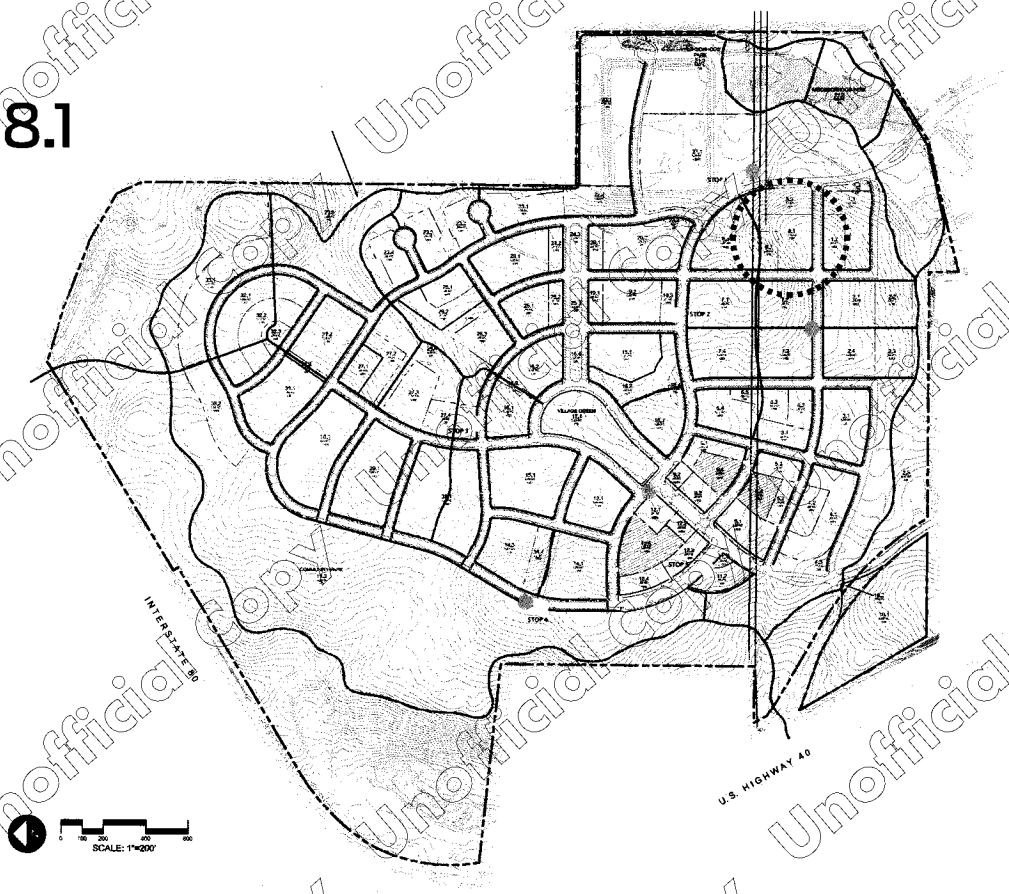
Parcel 8.1



Parcel	8.1
Parcel Land Use Designation	Village Residential 2
Parcel Area	1.10 acres
Maximum Lot Size	3,500 SF
Minimum Front Setback	10' to front façade
	10' to porch or balcony
Maximum Front Setback	18' to front façade
Frontage Build-out	60%
Minimum Side Setback	5' to Home or Garage
	2.5' to detached Garage
	7.5' to Home or Garage when adjacent to side street
Minimum Rear Setback	15' to Home
	1' to Front/Side Loaded Detached Garage
Rear Setback from Alley	5' or Less or 20' or More to rear loaded Garage
Maximum Height	37'
Surface Parking Setback	5' from lot line
Maximum Lot Coverage	n/a
Min. Distance between Buildings	12' from detached garage to house
Driveway Setback	2.5' from side lot line
Alley Required?	no

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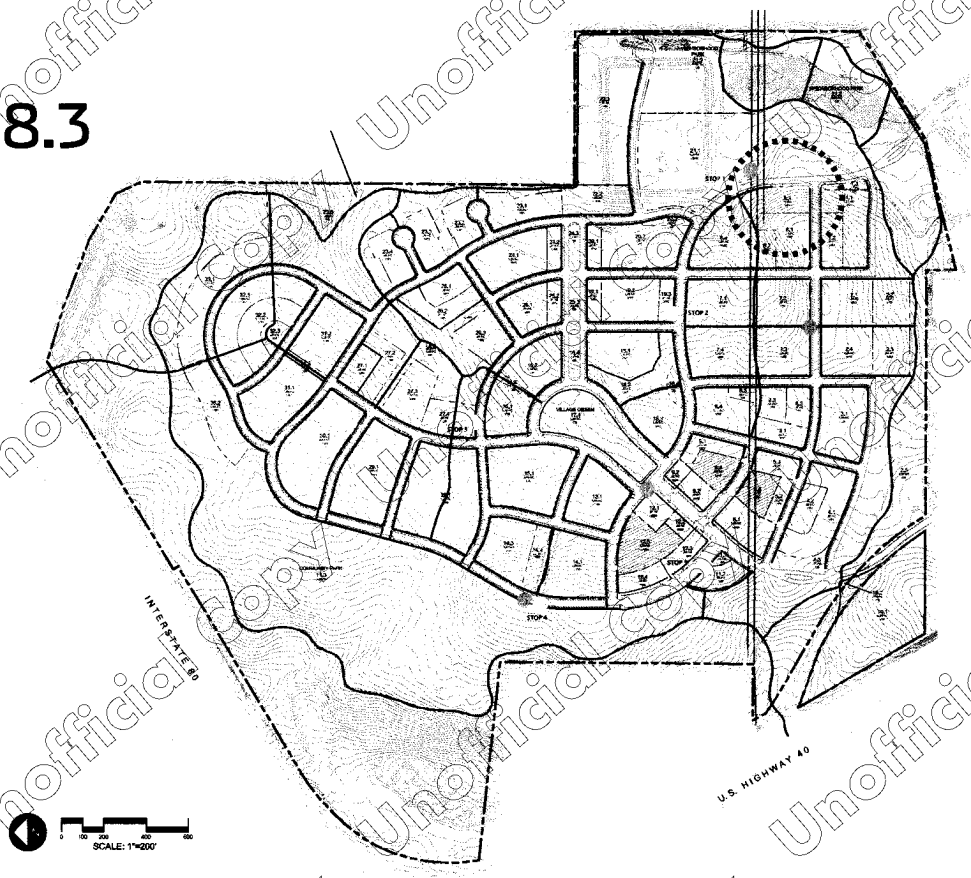
Parcel 8.3



Parcel	8.3
Parcel Land Use Designation	Village Residential 1
Parcel Area	1.24 acres
Maximum Lot Size	9,000 SF
Minimum Front Setback	15' to front façade
	12' to porch or balcony
Maximum Front Setback	20' to front façade
Frontage Build-out	40%
Minimum Side Setback	5' to Home or Garage
	3' to detached Garage
	7.5' to Home or Garage when adjacent to side street
Minimum Rear Setback	20' to Home
	5' or Less or 20' or More to rear loaded Detached Garage from Alley
Maximum Height	32'
Surface Parking Lot Setback	n/a
Maximum Lot Coverage	65%
Min. Distance between Buildings	15' from detached garage to house
Driveway Setback	3' from side lot line
Alley Required?	Yes

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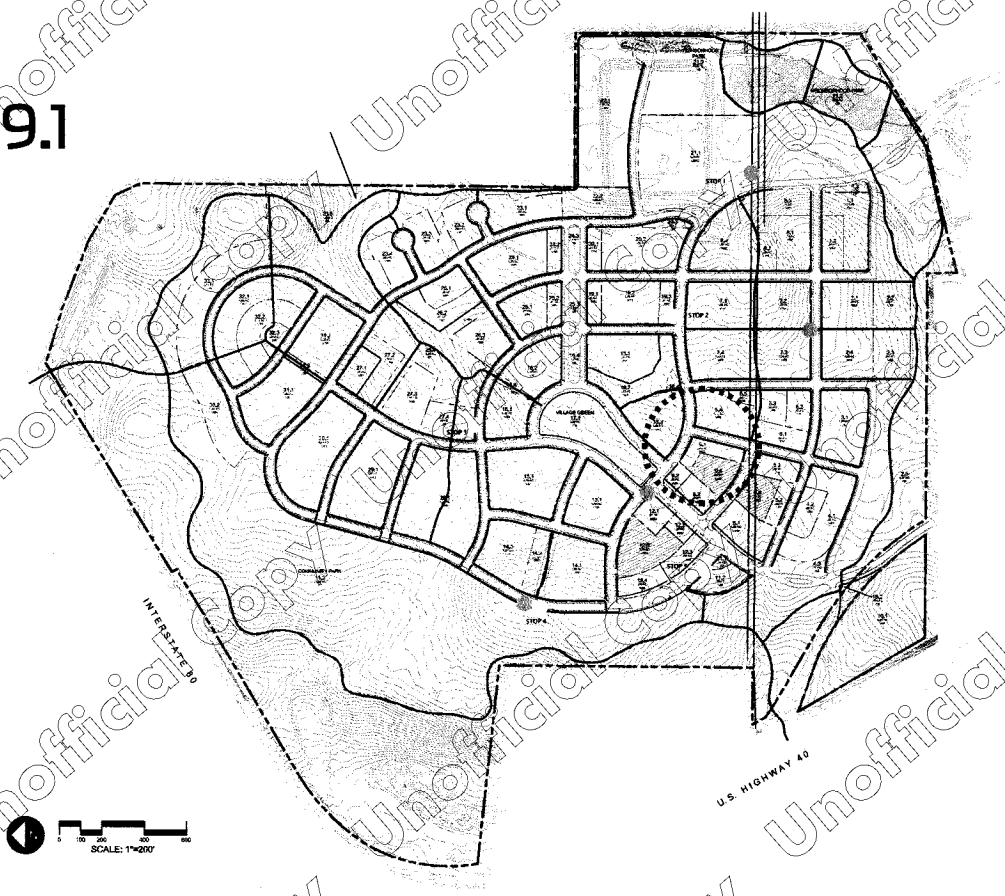
Parcel 9.1



Parcel	9.1
Parcel Land Use Designation	Village Residential 2
Parcel Area	0.49 acres
Maximum Lot Size	3,000 SF
Minimum Front Setback	10' to front façade
	10' to porch or balcony
Maximum Front Setback	18' to front façade
Frontage Build-out	60%
Minimum Side Setback	5' to Home or Garage
	2.5' to detached Garage
	7.5' to Home or Garage when adjacent to side street
Minimum Rear Setback	15' to Home
Rear Setback from Alley	5' or Less or 20' or More to rear loaded Garage
Maximum Height	37'
Surface Parking Setback	5' from lot line
Maximum Lot Coverage	n/a
Min. Distance between Buildings	12' from detached garage to house
Driveway Setback	2.5' from side lot line
Alley Required?	Yes

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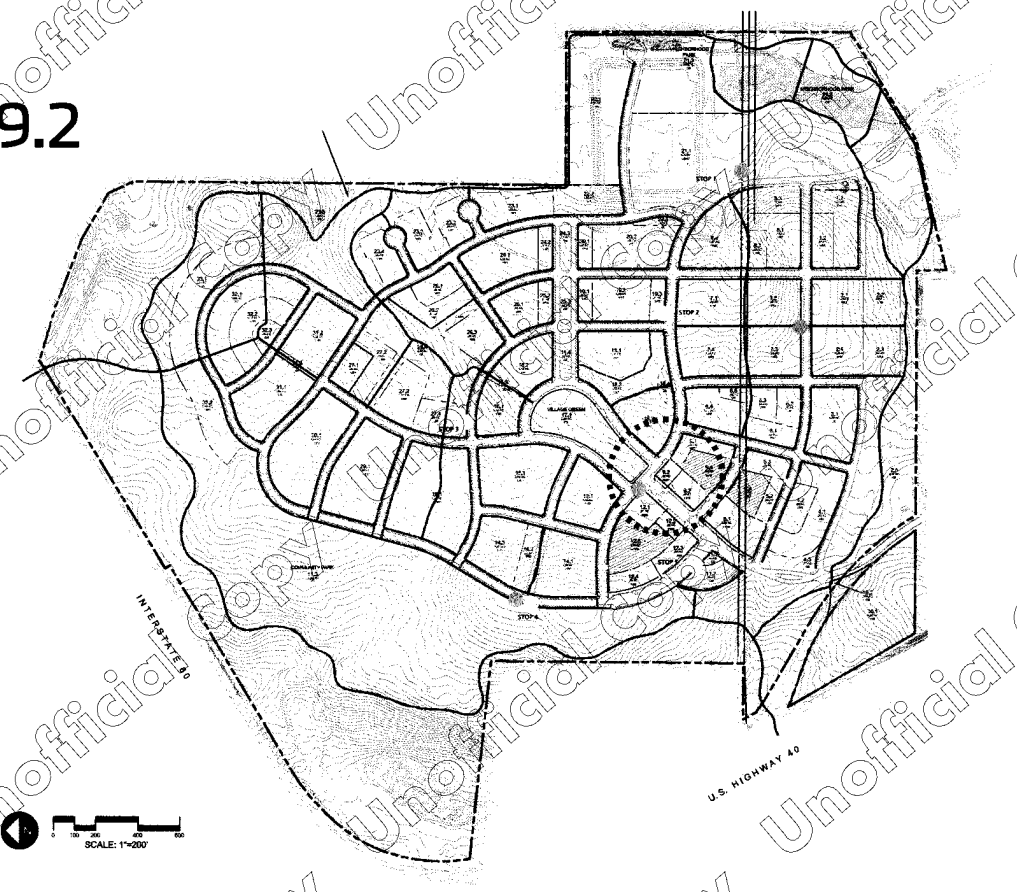
Parcel 9.2



Parcel	9.2
Parcel Land Use Designation	Village Mixed Use
Parcel Area	0.22 acres
Minimum Front Setback	12' to front façade
Maximum Front Setback	15' to front façade
Frontage Build-out	90%
Minimum Side Setback	12' to façade if street frontage
	0' to side lot line
Minimum Rear Setback	0' to any Structure
Minimum Setback from Parking	10' to main structure
	6' to stairs or stair tower
Maximum Height	52'
Commercial Parking Required	As per County Code
Surface Parking Setback	5' from lot line
Maximum Lot Coverage	n/a
Min. Distance between Buildings not sharing a common wall	12'
Alley Required?	n/a

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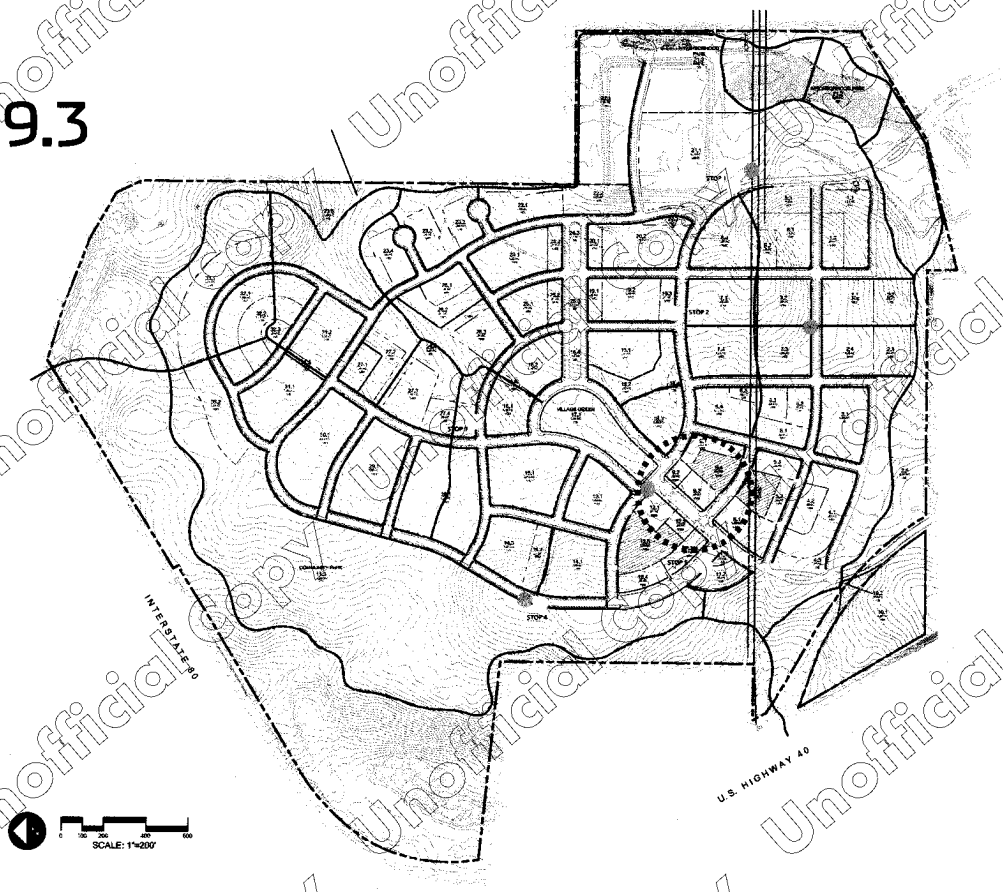
Parcel 9.3



Parcel	9.3
Parcel Land Use Designation	Village Mixed Use
Parcel Area	0.48 acres
Minimum Front Setback	12' to front façade
Maximum Front Setback	15' to front façade
Frontage Build-out	90%
Minimum Side Setback	12' to façade if on street frontage
	0' to side lot line
Minimum Rear Setback	0' to any Structure
Minimum Setback from Parking	10' to main structure
	6' to stairs or stair tower
Maximum Height	42'
Commercial Parking Required	As per County Code
Surface Parking Setback	5' from lot line
Maximum Lot Coverage	n/a
Min. Distance between Buildings not sharing a common wall	12'
Alley Required?	n/a

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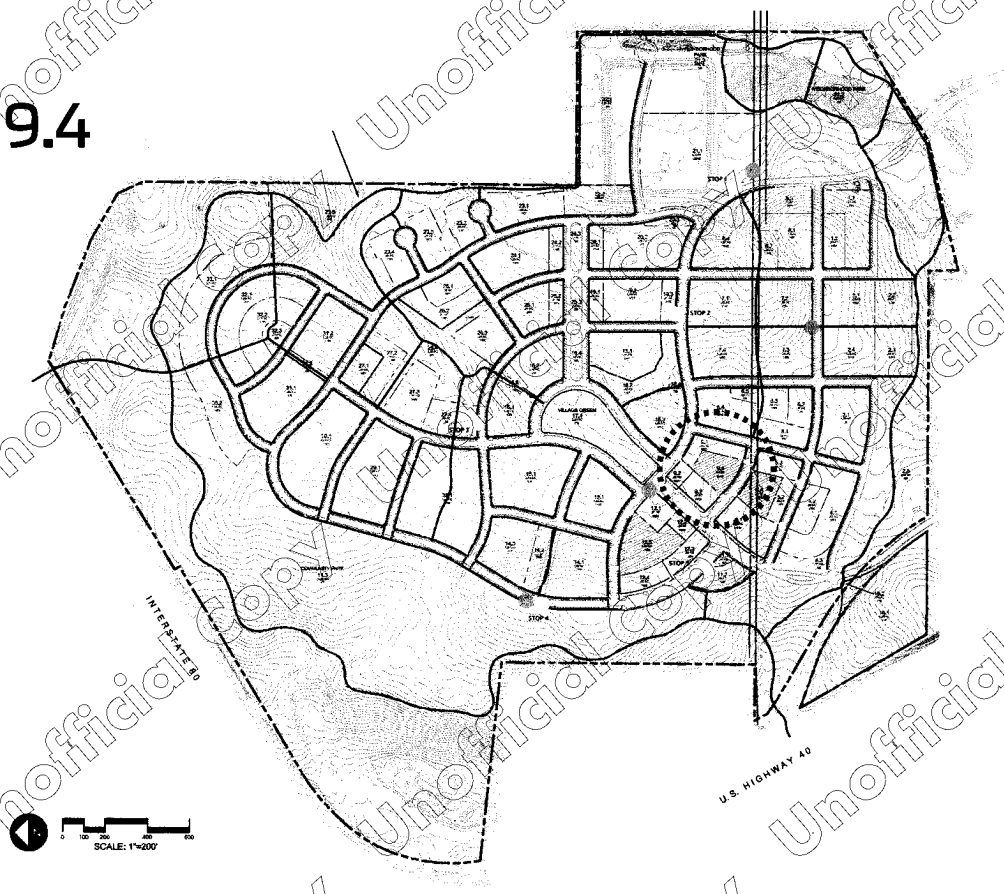
Parcel 9.4



Parcel	9.4
Parcel Land Use Designation	Mixed Use Office / Parking
Parcel Area	0.66 acres
Surface Parking Setback	5' from any lot line

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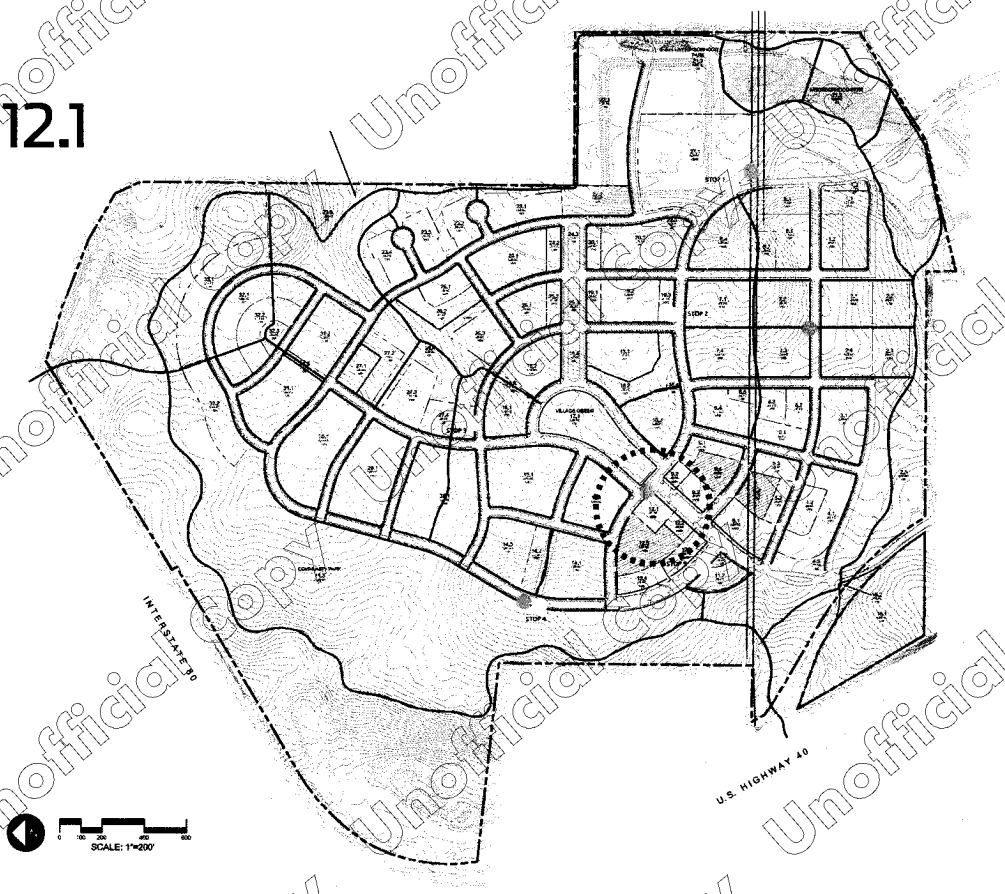
Parcel 12.1



Parcel	12.1
Parcel Land Use Designation	Village Mixed Use
Parcel Area	0.51 acres
Minimum Front Setback	12' to front façade
Maximum Front Setback	15' to front façade
Frontage Build-out	90%
Minimum Side Setback	12' to façade if on street frontage
	0' to side lot line
Minimum Rear Setback	0' to any Structure
Minimum Setback from Parking	10' to main structure
	6' to stairs or stair tower
Maximum Height	24'
Commercial Parking Required	As per County Code
Surface Parking Setback	5' from lot line
Maximum Lot Coverage	n/a
Min. Distance between Buildings not sharing a common wall	12'
Alley Required?	n/a

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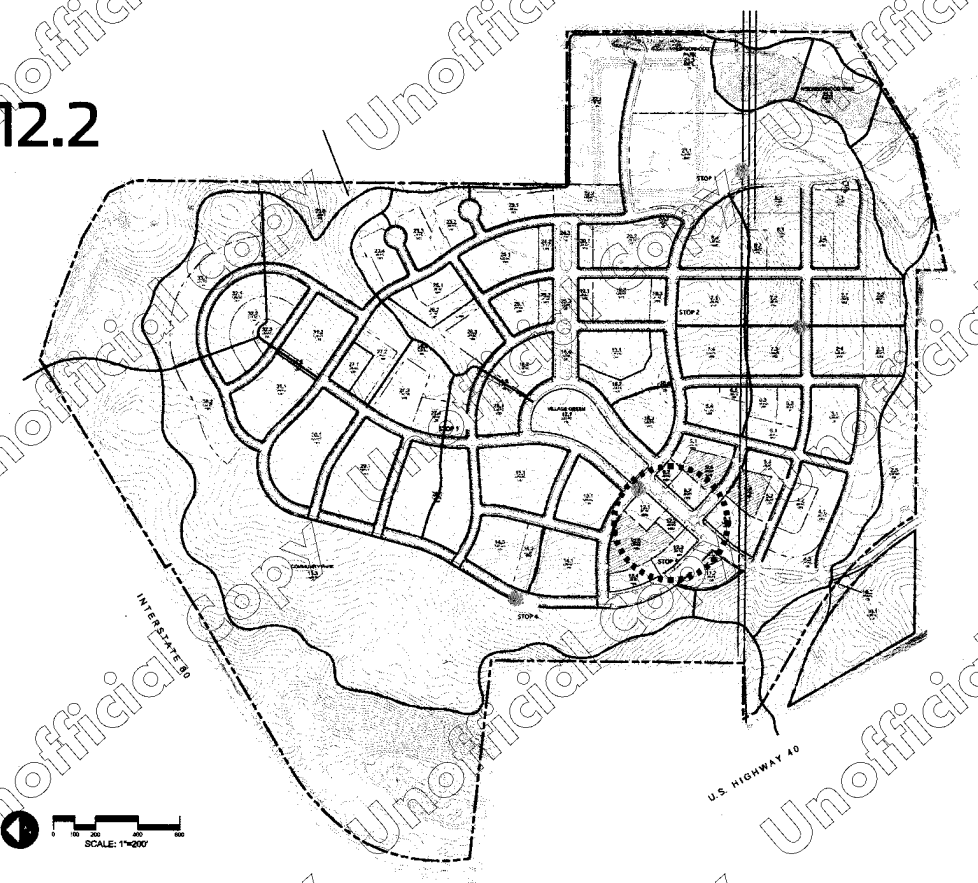
Parcel 12.2



Parcel	12.2
Parcel Area	0.26 acres
Minimum Front Setback	12' to front façade
Maximum Front Setback	15' to front façade
Frontage Build-out	90%
Minimum Side Setback	12' to façade if on street frontage
	0' to side lot line
Minimum Rear Setback	0' to any Structure
Minimum Setback from Parking	10' to main structure
	6' to stairs or stair tower
Maximum Height	42'
Commercial Parking Required	As per County Code
Surface Parking Setback	5' from lot line
Maximum Lot Coverage	n/a
Min. Distance between Buildings not sharing a common wall	12'
Alley Required?	n/a

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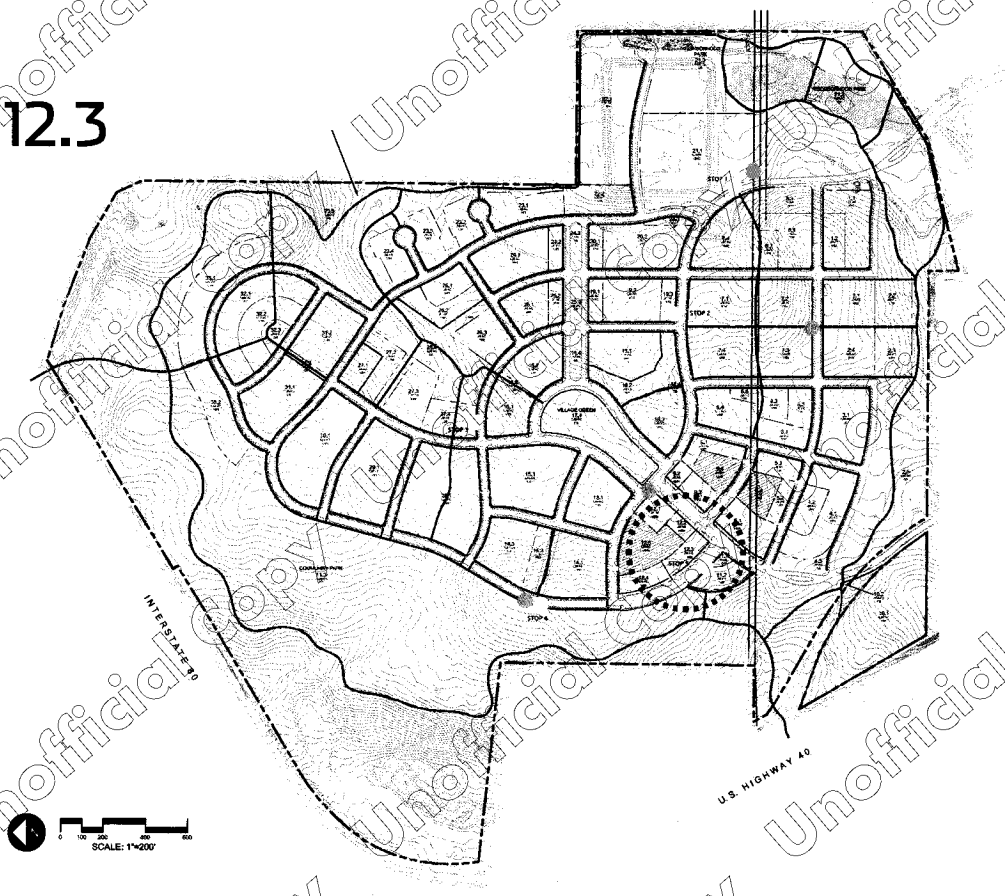
Parcel 12.3



Parcel	12.3
Parcel Land Use Designation	Village Mixed Use
Parcel Area	0.58 acres
Minimum Front Setback	12' to front façade
Maximum Front Setback	15' to front façade
Frontage Build-out	90%
Minimum Side Setback	12' to façade if on street frontage
	0' to side lot line
Minimum Rear Setback	0' to Structure
Minimum Setback from Parking	10' to main structure
	6' to stairs or stair tower
Maximum Height	52'
Commercial Parking Required	As per County Code
Surface Parking Setback	5' from lot line
Maximum Lot Coverage	n/a
Min. Distance between Buildings not sharing a common wall	12'
Alley Required?	n/a

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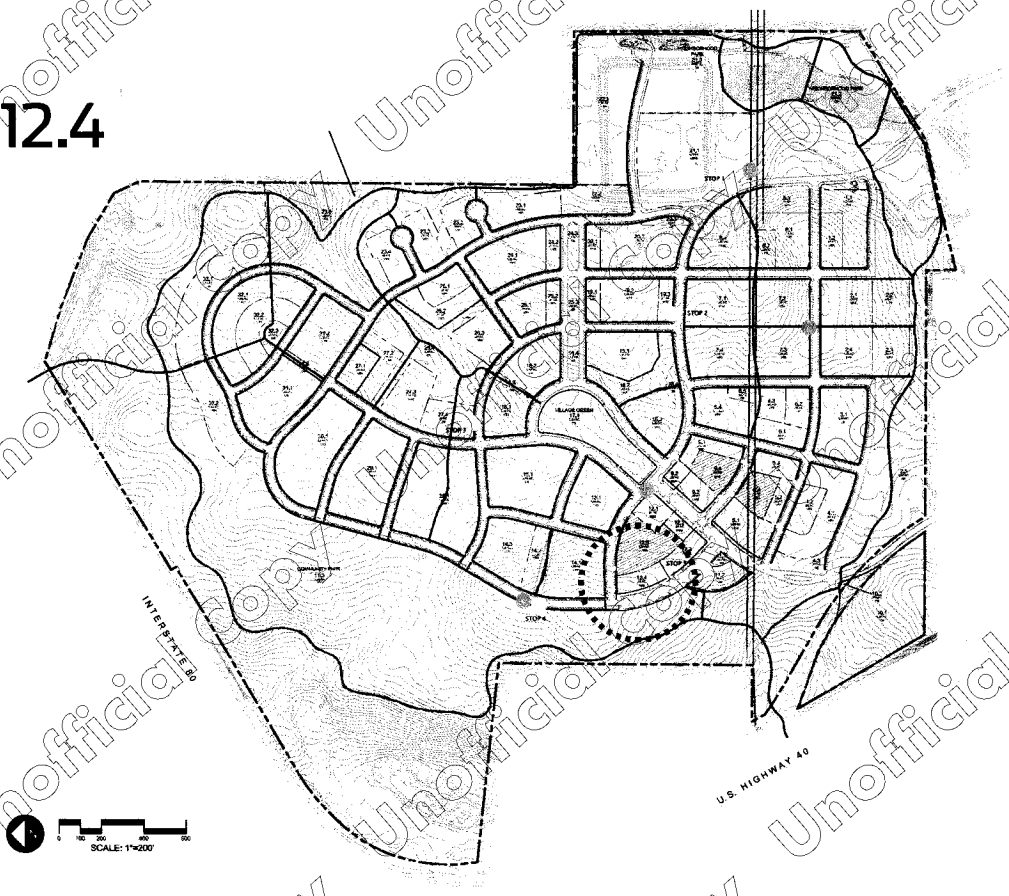
Parcel 12.4



Parcel	12.4
Parcel Land Use Designation	Village Residential 3
Parcel Area	0.55 acres
Minimum Front Setback	12' to front façade
	12' to porch or balcony
	6' to stairs or stair tower
Maximum Front Setback	16' to front façade
Minimum Side Setback	12' to façade if on street frontage
	0' to side lot line
Minimum Rear Setback	10' to any Structure
Minimum Setback from Parking	12' to main structure
	6' to stairs or stair tower
Maximum Height	52'
Surface Parking Setback	5' from lot line
Maximum Lot Coverage	n/a
Min. Distance between Buildings not sharing a common wall	12'
Alley Required?	n/a

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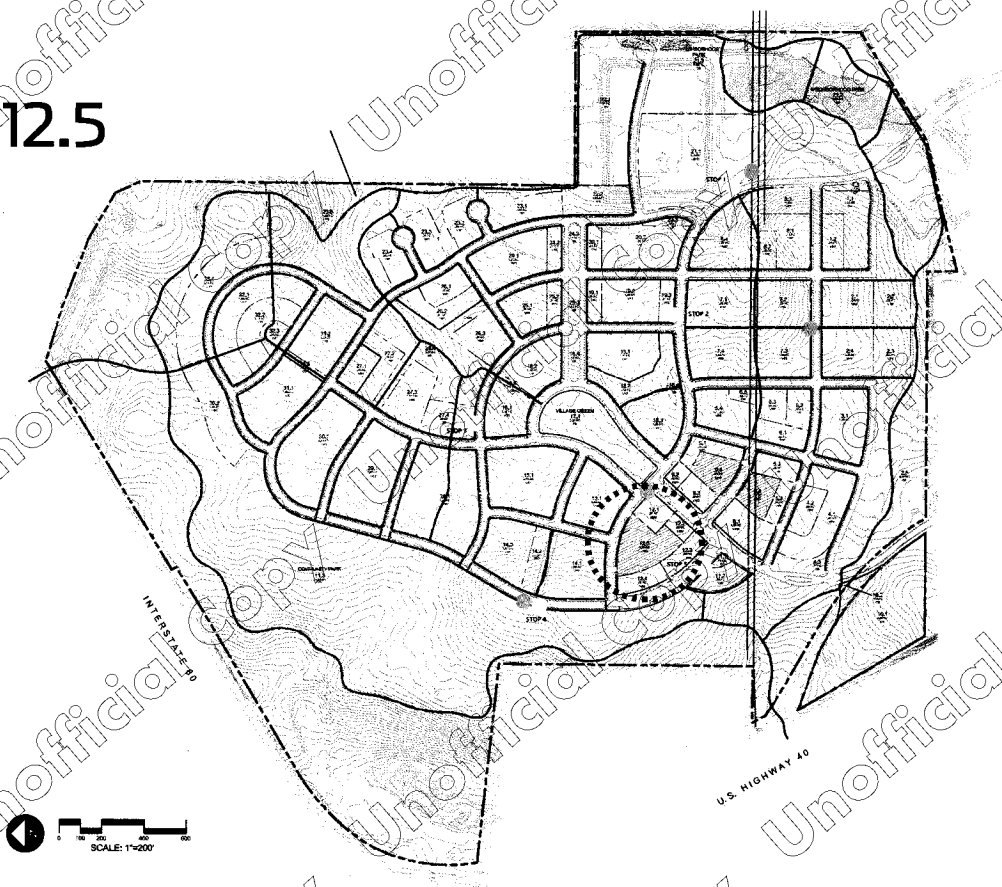
Parcel 12.5



Parcel	12.5
Parcel Land Use Designation	Village Mixed Use - Parking
Parcel Area	1.25 acres
Surface Parking Setback	5' from any lot line

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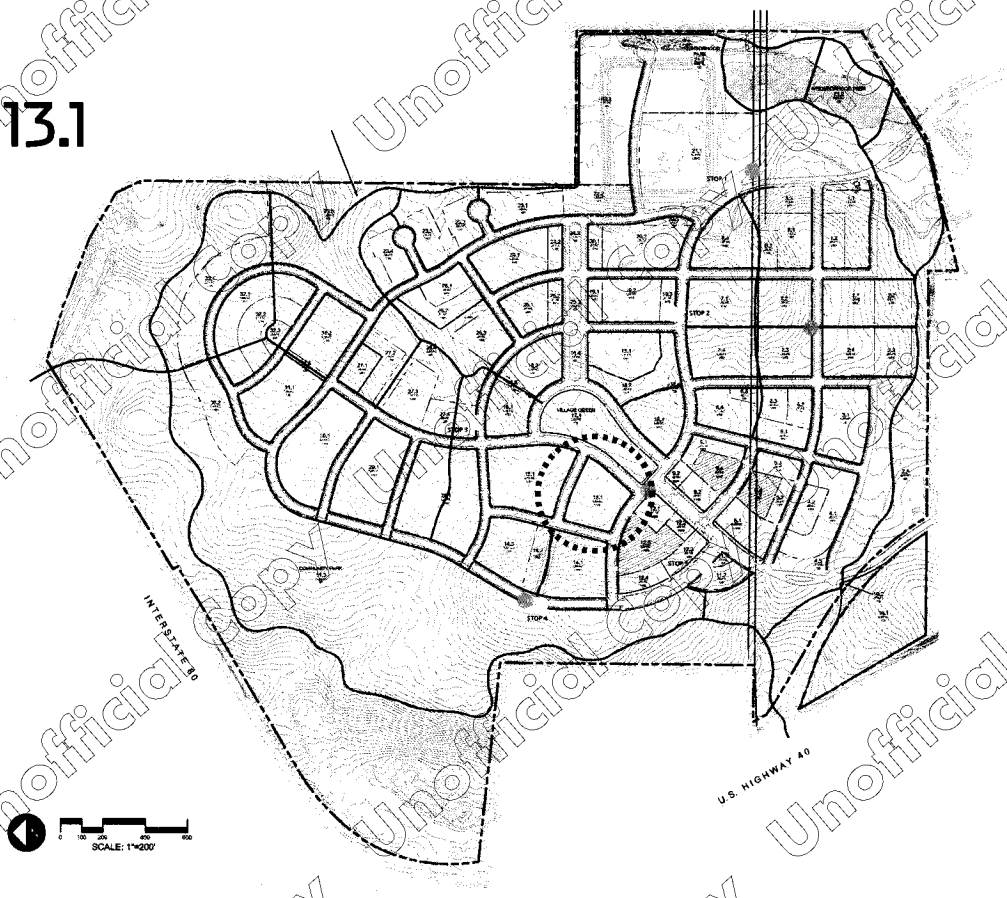
Parcel 13.1



Parcel	13.1
Parcel Land Use Designation	Village Residential 2
Parcel Area	1.49 acres
Maximum Lot Size	2,500 SF
Minimum Front Setback	10' to front façade
	10' to porch or balcony
Maximum Front Setback	16' to front façade
Frontage Build-out	60%
Minimum Side Setback	5' to Home or Garage
	2.5' to detached Garage
	7.5' to Home or Garage when adjacent to side street
Minimum Rear Setback	15' to Home
	2.5' to Front/Side Loaded Detached Garage
Rear Setback from Alley	5' or Less or 20' or More to rear loaded Garage
Maximum Height	37'
Surface Parking Setback	8' From any lot line
Maximum Lot Coverage	n/a
Min. Distance between Buildings	12' from detached garage to house
Driveway Setback	2.5' from side lot line
Alley Required?	no

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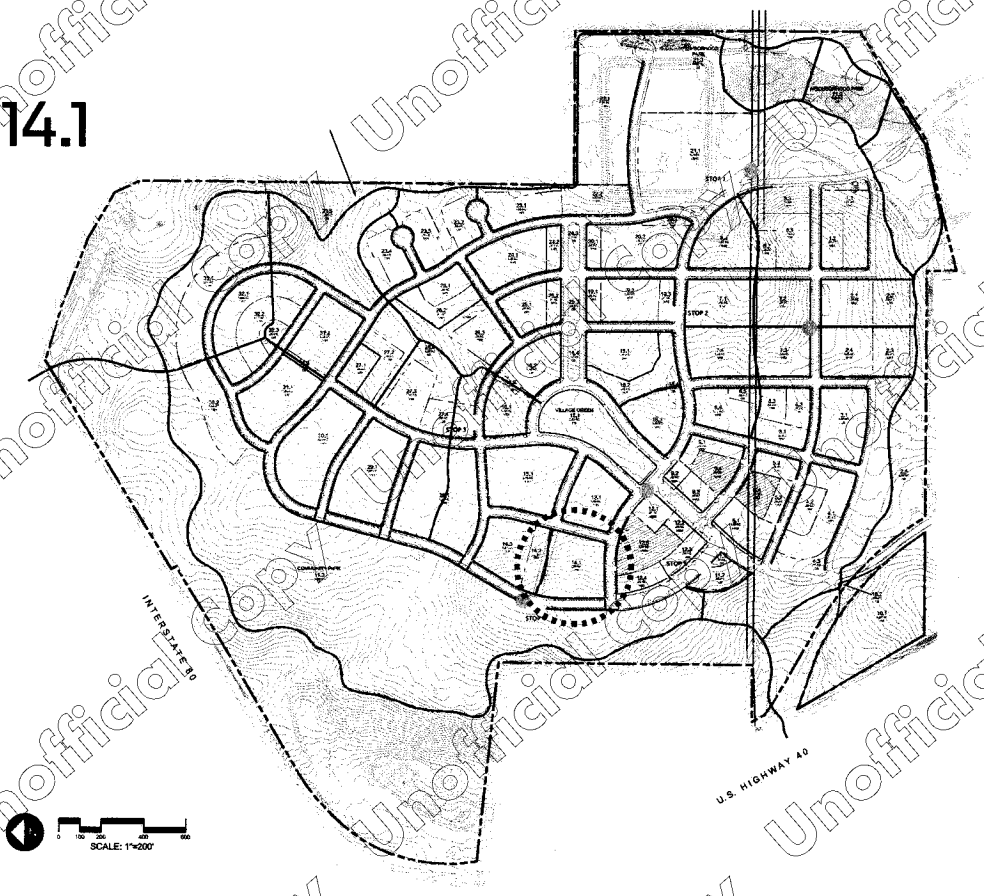
Parcel 14.1



Parcel	14.1
Parcel Land Use Designation	Village Residential 2
Parcel Area	1.88 acres
Maximum Lot Size	2,500 SF
Minimum Front Setback	10' to front façade
	10' to porch or balcony
Maximum Front Setback	18' to front façade
Frontage Build-out	60%
Minimum Side Setback	5' to Home or Garage
	2.5' to detached Garage
	7.5' to Home or Garage when adjacent to side street
Minimum Rear Setback	15' to Home
	2.5' to Front/Side Loaded Detached Garage
Rear Setback from Alley	5' or Less or 20' or More to rear loaded Garage
Maximum Height	37'
Surface Parking Setback	8' From any lot line
Maximum Lot Coverage	n/a
Min. Distance between Buildings	12' from detached garage to house
Driveway Setback	2.5' from side lot line
Alley Required?	no

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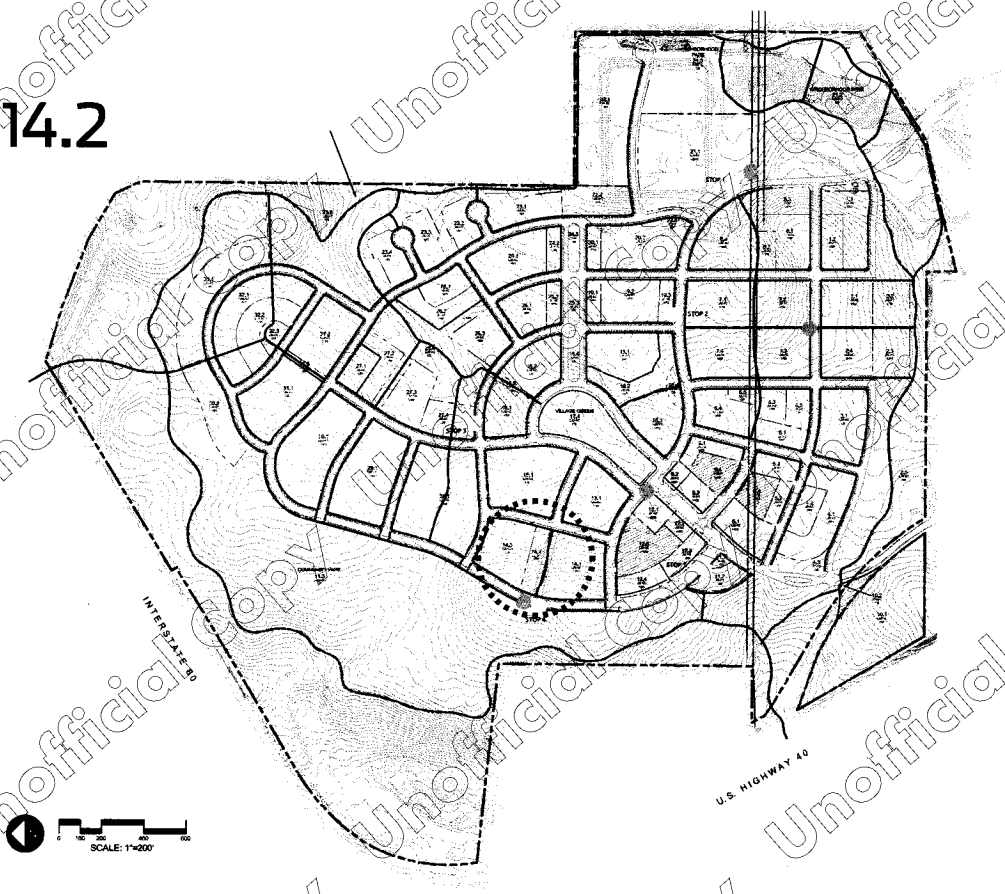
Parcel 14.2



Parcel	14.2
Parcel Land Use Designation	Village Residential 2
Parcel Area	0.60 acres
Maximum Lot Size	3,000 SF
Minimum Front Setback	10' to front façade
	10' to porch or balcony
Maximum Front Setback	18' to front façade
Frontage Build-out	60%
Minimum Side Setback	5' to Home or Garage
	2.5' to detached Garage
	7.5' to Home or Garage when adjacent to side street
Minimum Rear Setback	15' to Home
Rear Setback from Alley	5' or Less or 20' or More to rear loaded Garage
Maximum Height	37'
Surface Parking Setback	8' From any lot line
Maximum Lot Coverage	n/a
Min. Distance between Buildings	12' from detached garage to house
Driveway Setback	2.5' from side lot line
Alley Required?	yes

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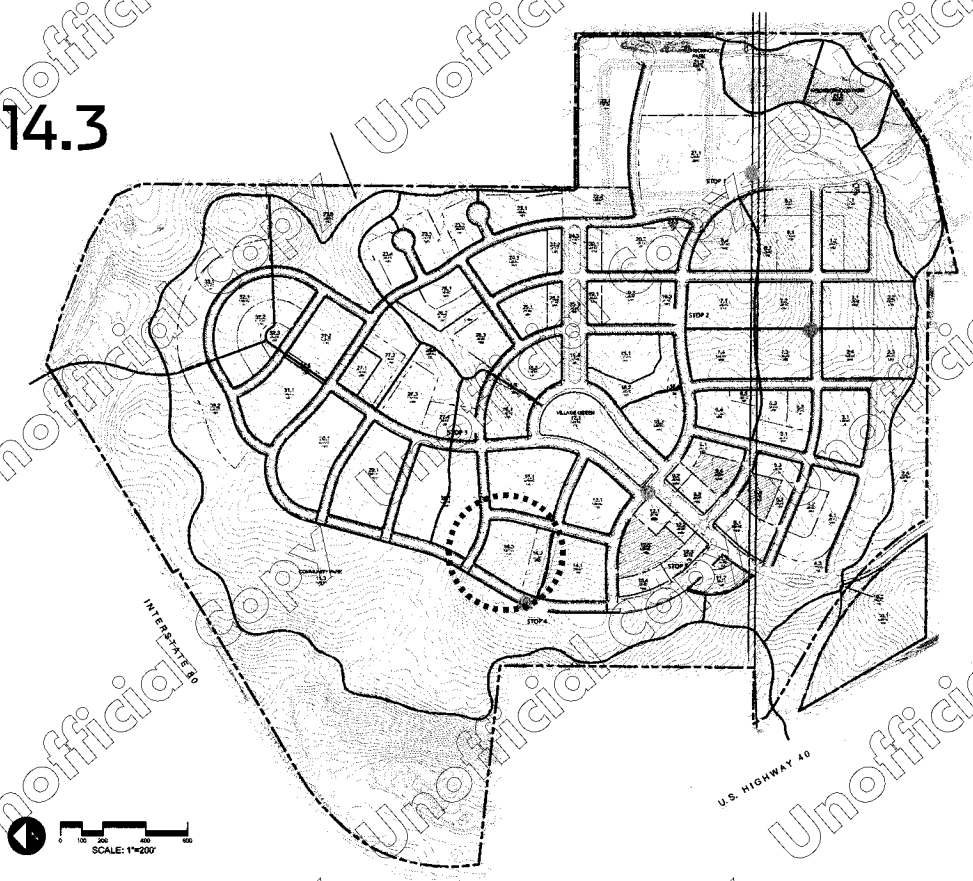
Parcel 14.3



Parcel	14.3
Parcel Land Use Designation	Village Residential 1
Parcel Area	1.42 acres
Maximum Lot Size	4,000 SF
Minimum Front Setback	15' to front façade
	10' to porch or balcony
Maximum Front Setback	20' to front façade
Frontage Build-out	40%
Minimum Side Setback	4' to Home or Garage
	2.5' to detached Garage
	8' to Home or Garage when adjacent to side street
Minimum Rear Setback	15' to Home
	2.5' to Front/Side Loaded Detached Garage
Rear Setback from Alley	5' or Less or 20' or More to rear loaded Garage
Rear Setback from Alley	5' or Less or 20' or More to rear loaded Garage
Minimum Setback from Parking	n/a
Maximum Height	32'
Surface Parking Setback	n/a
Maximum Lot Coverage	75%
Min. Distance between Buildings	15' from detached garage to house
Driveway Setback	2.5' from side lot line
Alley Required?	no

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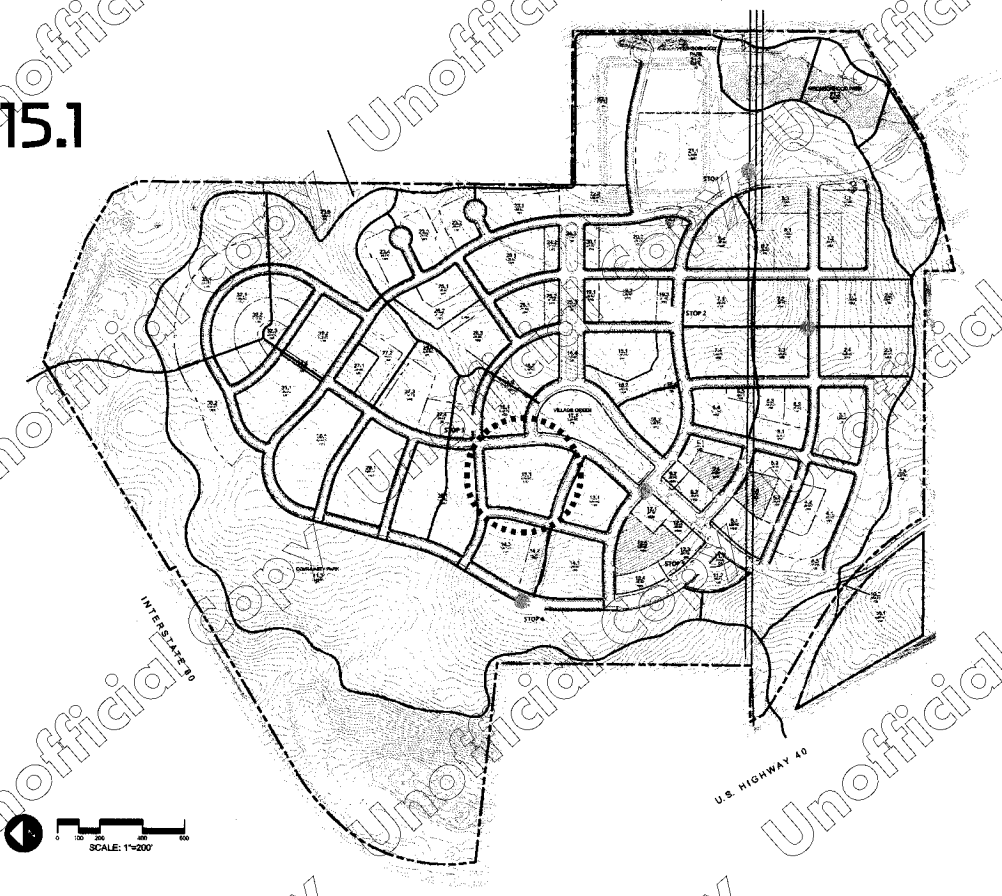
Parcel 15.1



Parcel	15.1
Parcel Land Use Designation	Village Residential 1
Parcel Area	2.45 acres
Maximum Lot Size	5,000 SF
Minimum Front Setback	15' to front façade
	12' to porch or balcony
Maximum Front Setback	20' to front façade
Frontage Build-out	40%
Minimum Side Setback	4' to Home or Garage
	2.5' to detached Garage
	8' to Home or Garage when adjacent to side street
Minimum Rear Setback	15' to Home
	2.5' to Front/Side Loaded Detached Garage
Rear Setback from Alley	< 5' or > 20' to rear loaded Garage
Minimum Setback from Parking	n/a
Maximum Height	32'
Surface Parking Setback	n/a
Maximum Lot Coverage	75%
Min. Distance between Buildings	15' from detached garage to house
Driveway Setback	2.5' from side lot line
Alley Required?	no

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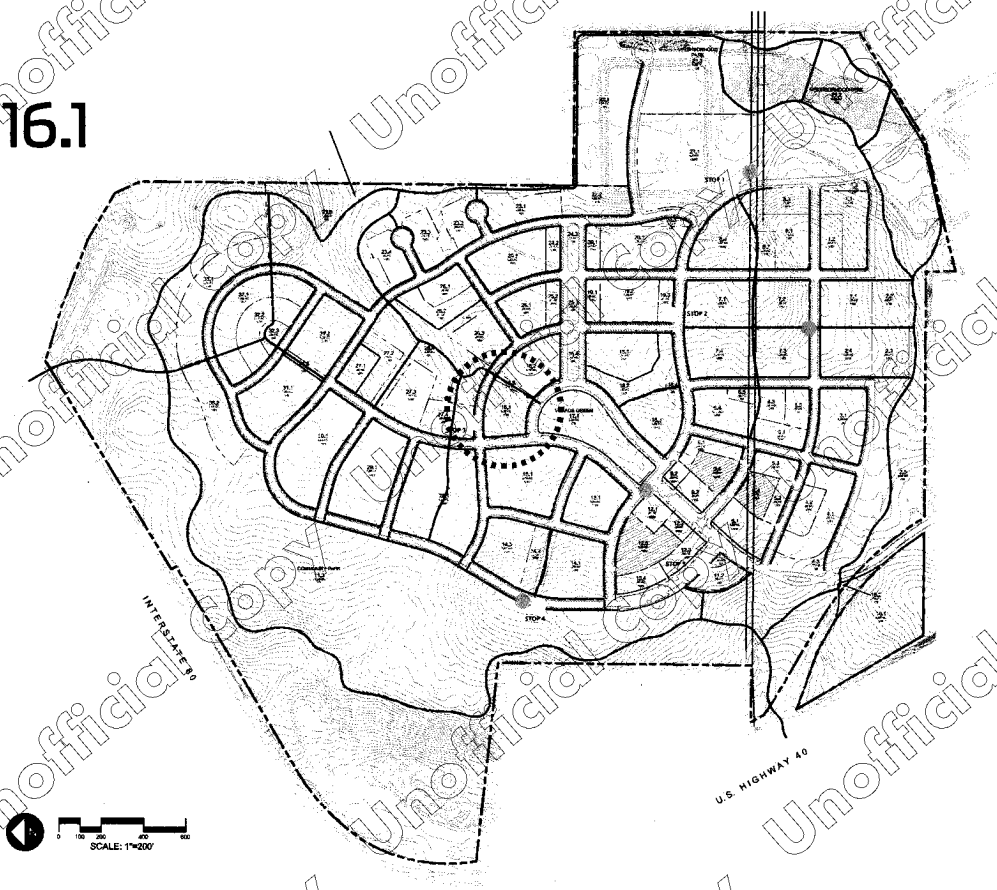
Parcel 16.1



Parcel	16.1
Parcel Land Use Designation	**Village Residential 3**
Parcel Area	1.02 acres
Minimum Front Setback	12' to front façade
Maximum Front Setback	18' to front façade
Minimum Side Setback	12' to façade if street frontage
	0' to side lot line
Minimum Rear Setback	10' to any structure
Minimum Setback from Parking	12' to main structure
	6' to stairs
Maximum Height	42'
Surface Parking Setback	10' from any lot line
Maximum Lot Coverage	n/a
Min. Distance between Buildings	12'
Alley Required?	n/a

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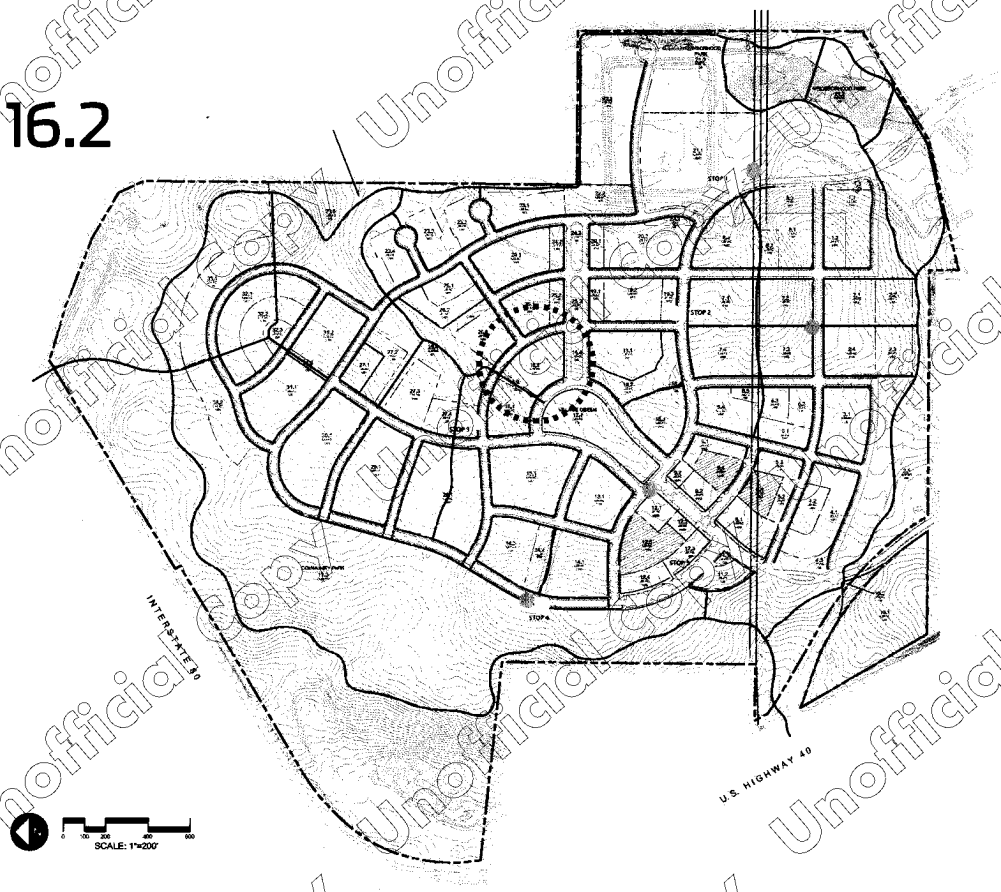
Parcel 16.2



Parcel	16.2
Parcel Land Use Designation	Village Residential 1
Parcel Area	1.19 acres
Maximum Lot Size	6,000 SF
Minimum Front Setback	15' to front façade
	12' to porch or balcony
Maximum Front Setback	20' to front façade
Frontage Build-out	40%
Minimum Side Setback	4' to Home or Garage
	2.5' to detached Garage
	8' to Home or Garage when adjacent to side street
Minimum Rear Setback	15' to Home
Rear Setback from Alley	5' or Less or 20' or More to rear loaded Garage
Minimum Setback from Parking	n/a
Maximum Height	32'
Surface Parking Setback	n/a
Maximum Lot Coverage	75%
Min. Distance between Buildings	15' from detached garage to house
Driveway Setback	2.5' from side lot line
Alley Required?	yes

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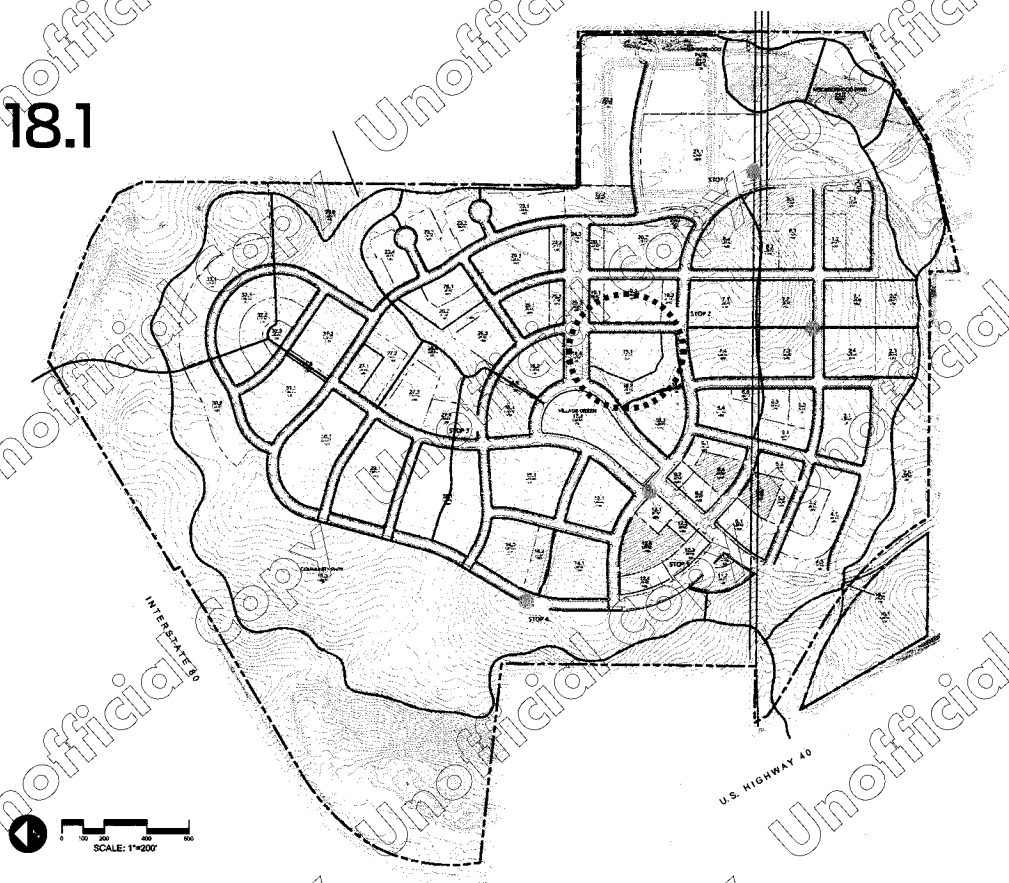
Parcel 18.1



Parcel	18.1
Parcel Land Use Designation	Village Residential 1
Parcel Area	1.50 acres
Maximum Lot Size	7,000 SF
Minimum Front Setback	15' to front façade
	12' to porch or balcony
Maximum Front Setback	20' to front façade
Frontage Build-out	40%
Minimum Side Setback	4' to Home or Garage
	2.5' to detached Garage
	8' to Home or Garage when adjacent to side street
Minimum Rear Setback	20' to Home
Rear Setback from Alley	5' or Less or 20' or More to rear loaded Garage
Minimum Setback from Parking	n/a
Maximum Height	32'
Surface Parking Setback	n/a
Maximum Lot Coverage	75%
Min. Distance between Buildings	15' from detached garage to house
Driveway Setback	2.5' from side lot line
Alley Required?	yes

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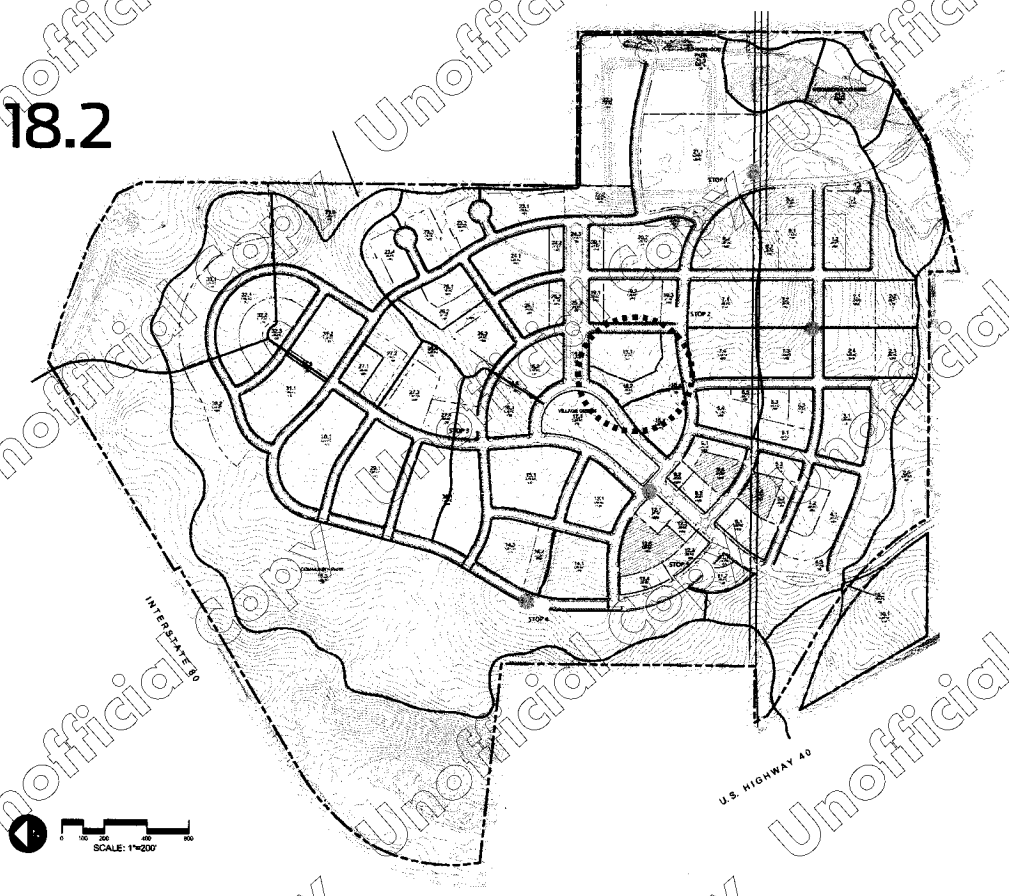
Parcel 18.2



Parcel	18.2
Parcel Land Use Designation	Village Residential 2
Parcel Area	1.12 acres
Maximum Lot Size	3,000 SF
Minimum Front Setback	10' to front façade
	10' to porch or balcony
Maximum Front Setback	18' to front façade
Frontage Build-out	60%
Minimum Side Setback	4' to Home or Garage
	2.5' to detached Garage
	8' to Home or Garage when adjacent to side street
Minimum Rear Setback	15' to Home
Rear Setback from Alley	5' or Less or 20' or More to rear loaded Garage
Maximum Height	37'
Surface Parking Setback	8' from any lot line
Maximum Lot Coverage	n/a
Min. Distance between Buildings	12' from detached garage to house
Driveway Setback	2.5' from side lot line
Alley Required?	Yes

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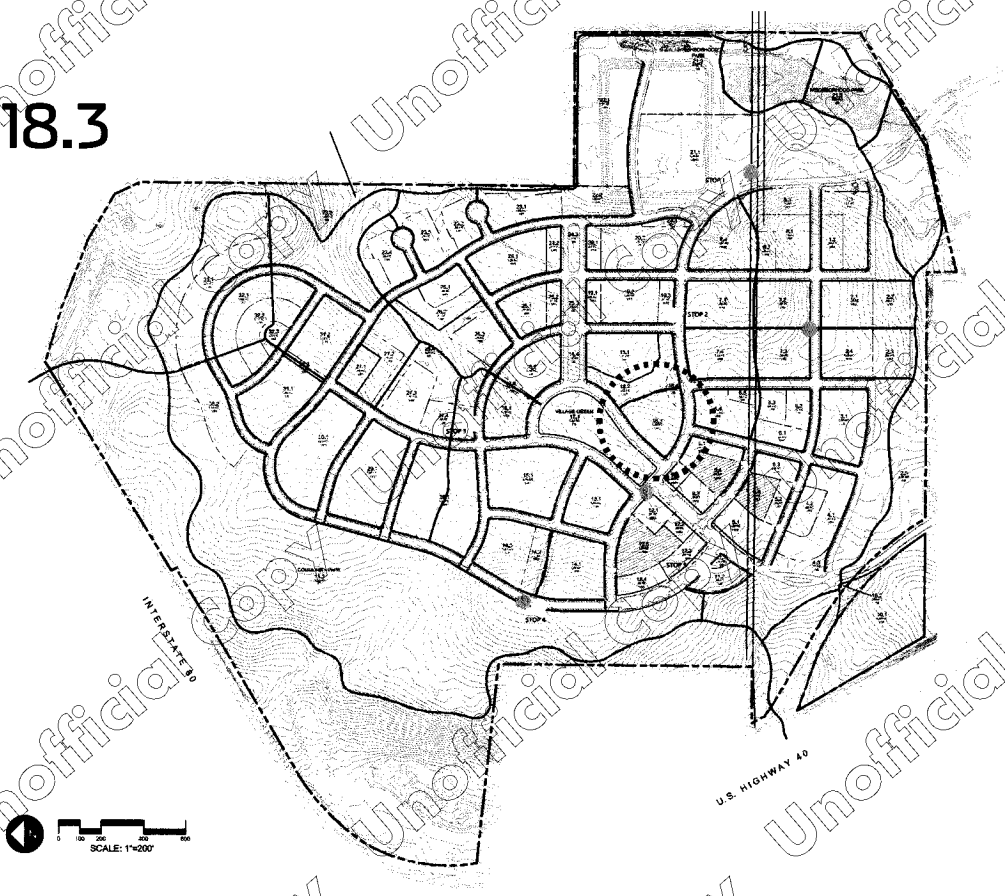
Parcel 18.3



Parcel	18.3
Parcel Land Use Designation	Village Residential 2
Parcel Area	1.25 acres
Maximum Lot Size	3,000 SF
Minimum Front Setback	10' to front façade
	10' to porch or balcony
Maximum Front Setback	18' to front façade
Frontage Build-out	60%
Minimum Side Setback	4' to Home or Garage
	2.5' to detached Garage
	8' to Home or Garage when adjacent to side street
Minimum Rear Setback	15' to Home
Rear Setback from Alley	5' or Less or 20' or More to rear loaded Garage
Maximum Height	37'
Surface Parking Setback	8' from any lot line
Maximum Lot Coverage	n/a
Min. Distance between Buildings	12' from detached garage to house
Driveway Setback	2.5' from side lot line
Alley Required?	Yes

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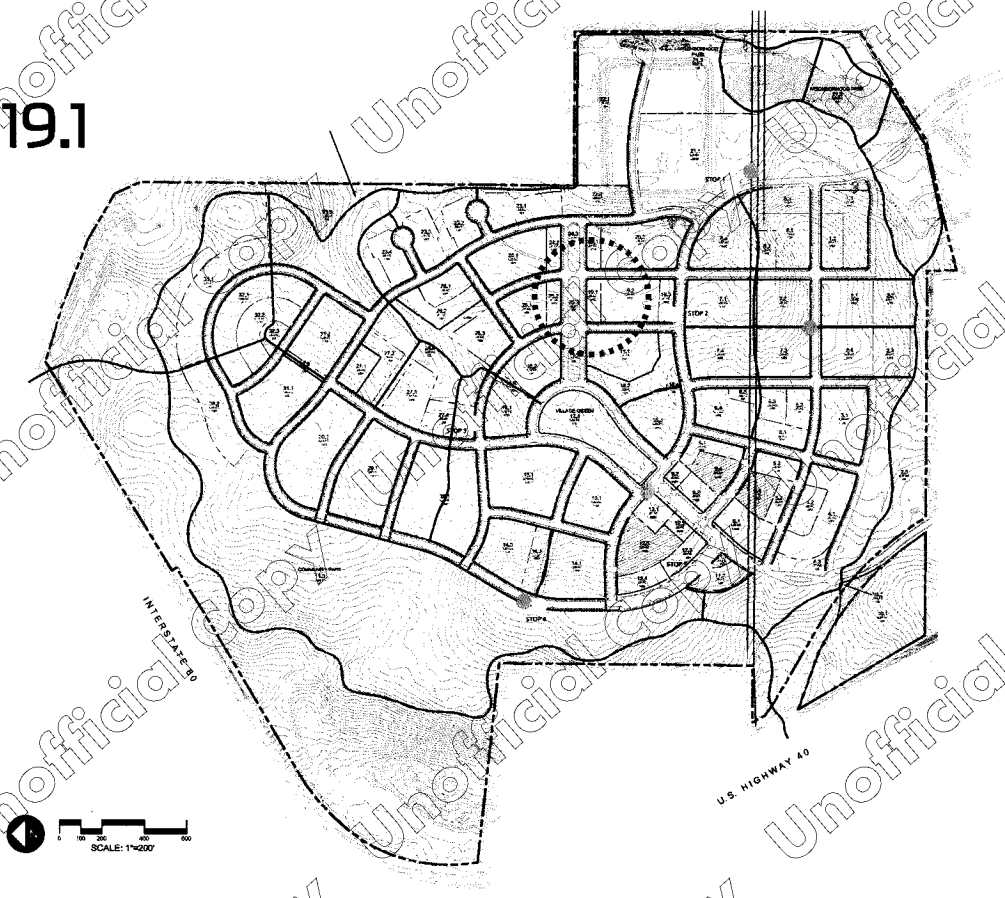
Parcel 19.1



Parcel	19.1
Parcel Land Use Designation	Village Residential 2
Parcel Area	0.30 acres
Maximum Lot Size	2,500 SF
Minimum Front Setback	10' to front façade
	10' to porch or balcony
Maximum Front Setback	15' to front façade
Frontage Build-out	60%
Minimum Side Setback	4' to Home or Garage
	2.5' to detached Garage
	8' to Home or Garage when adjacent to side street
Minimum Rear Setback	15' to Home
Rear Setback from Alley	5' or Less or 20' or More to rear loaded Garage
Maximum Height	37'
Surface Parking Setback	8' from any lot line
Maximum Lot Coverage	n/a
Min. Distance between Buildings	12' from detached garage to house
Driveway Setback	2.5' from side lot line
Alley Required?	Yes

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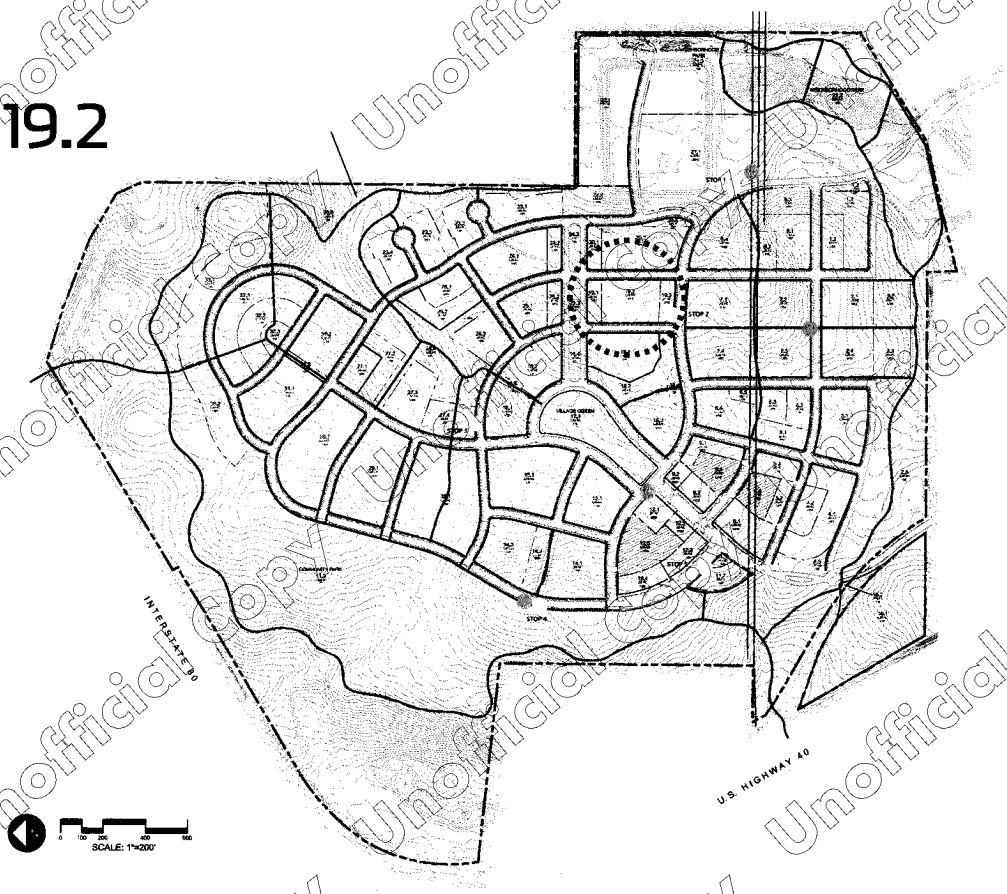
Parcel 19.2



Parcel	19.2
Parcel Land Use Designation	Village Residential 1
Parcel Area	1.12 acres
Maximum Lot Size	5,000 SF
Minimum Front Setback	15' to front façade
	12' to porch or balcony
Maximum Front Setback	20' to front façade
Frontage Build-out	40%
Minimum Side Setback	4' to Home or Garage
	2.5' to detached Garage
	8' to Home or Garage when adjacent to side street
Minimum Rear Setback	20' to Home
	2.5' to Front/Side Loaded Detached Garage
Rear Setback from Alley	< 5' or > 20' to rear loaded Garage
Minimum Setback from Parking	n/a
Maximum Height	32'
Surface Parking Setback	n/a
Maximum Lot Coverage	75%
Min. Distance between Buildings	15' from detached garage to house
Driveway Setback	2.5' from side lot line
Alley Required?	no

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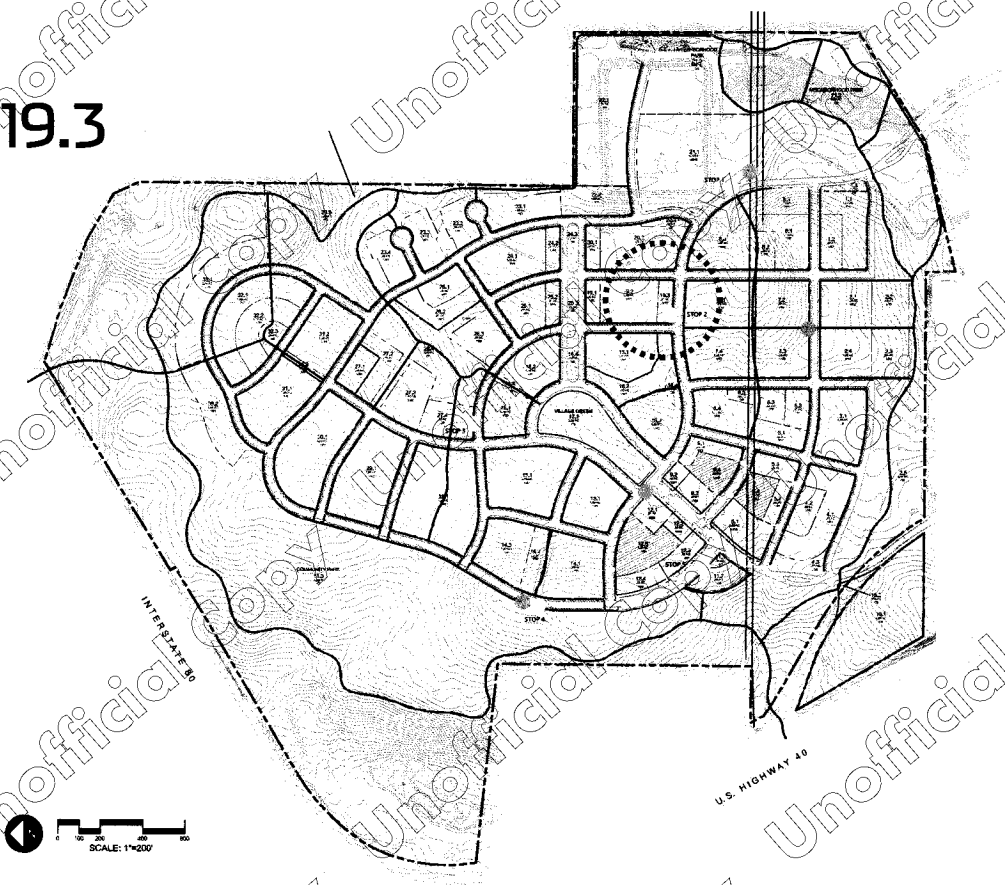
Parcel 19.3



Parcel	19.3
Parcel Land Use Designation	Village Residential 2
Parcel Area	0.31 acres
Maximum Lot Size	2,500 SF
Minimum Front Setback	10' to front façade
	10' to porch or balcony
Maximum Front Setback	18' to front façade
Frontage Build-out	60%
Minimum Side Setback	4' to Home or Garage
	2.5' to detached Garage
	8' to Home or Garage when adjacent to side street
Minimum Rear Setback	15' to Home
Rear Setback from Alley	5' or Less or 20' or More to rear loaded Garage
Maximum Height	37'
Surface Parking Setback	8' from any lot line
Maximum Lot Coverage	n/a
Min. Distance between Buildings	12' from detached garage to house
Driveway Setback	2.5' from side lot line
Alley Required?	Yes

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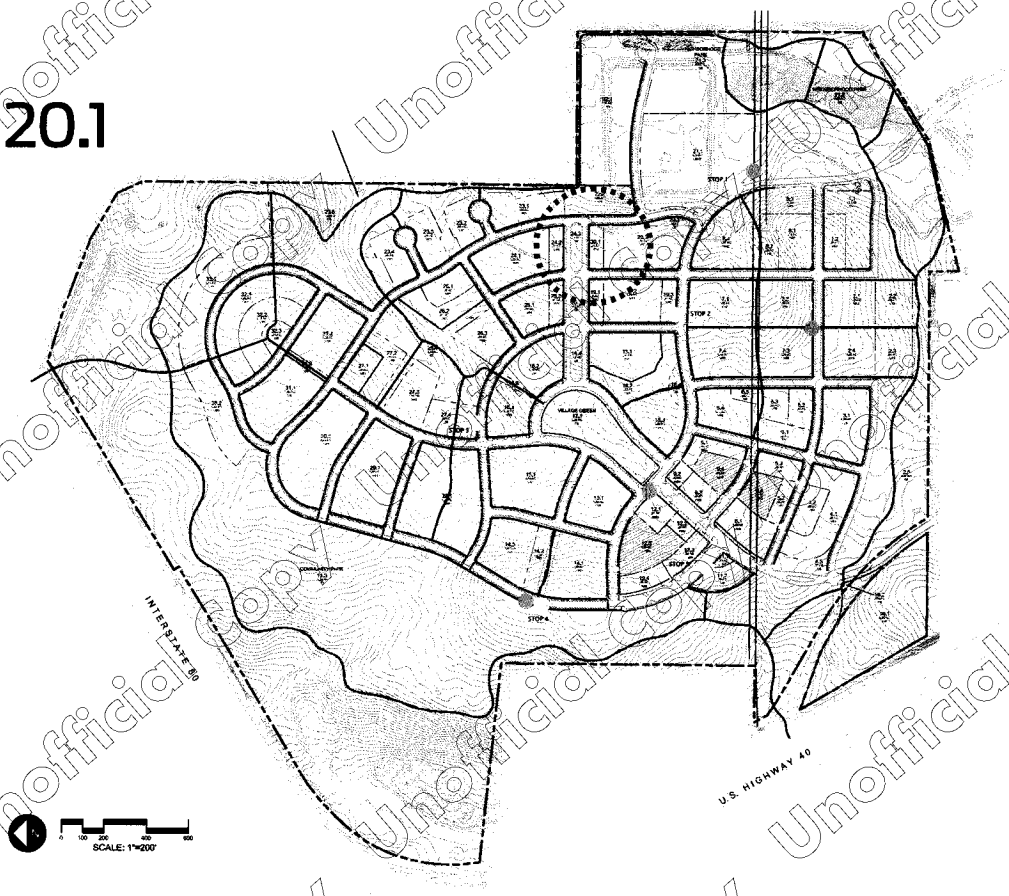
Parcel 20.1



Parcel	20.1
Parcel Land Use Designation	Village Residential 2
Parcel Area	0.31 acres
Maximum Lot Size	2,500 SF
Minimum Front Setback	10' to front façade
	10' to porch or balcony
Maximum Front Setback	15' to front façade
Frontage Build-out	60%
Minimum Side Setback	4' to Home or Garage
	2.5' to detached Garage
	8' to Home or Garage when adjacent to side street
Minimum Rear Setback	15' to Home
Rear Setback from Alley	5' or Less or 20' or More to rear loaded Garage
Maximum Height	37'
Surface Parking Setback	8' from any lot line
Maximum Lot Coverage	n/a
Min. Distance between Buildings	12' from detached garage to house
Driveway Setback	2.5' from side lot line
Alley Required?	Yes

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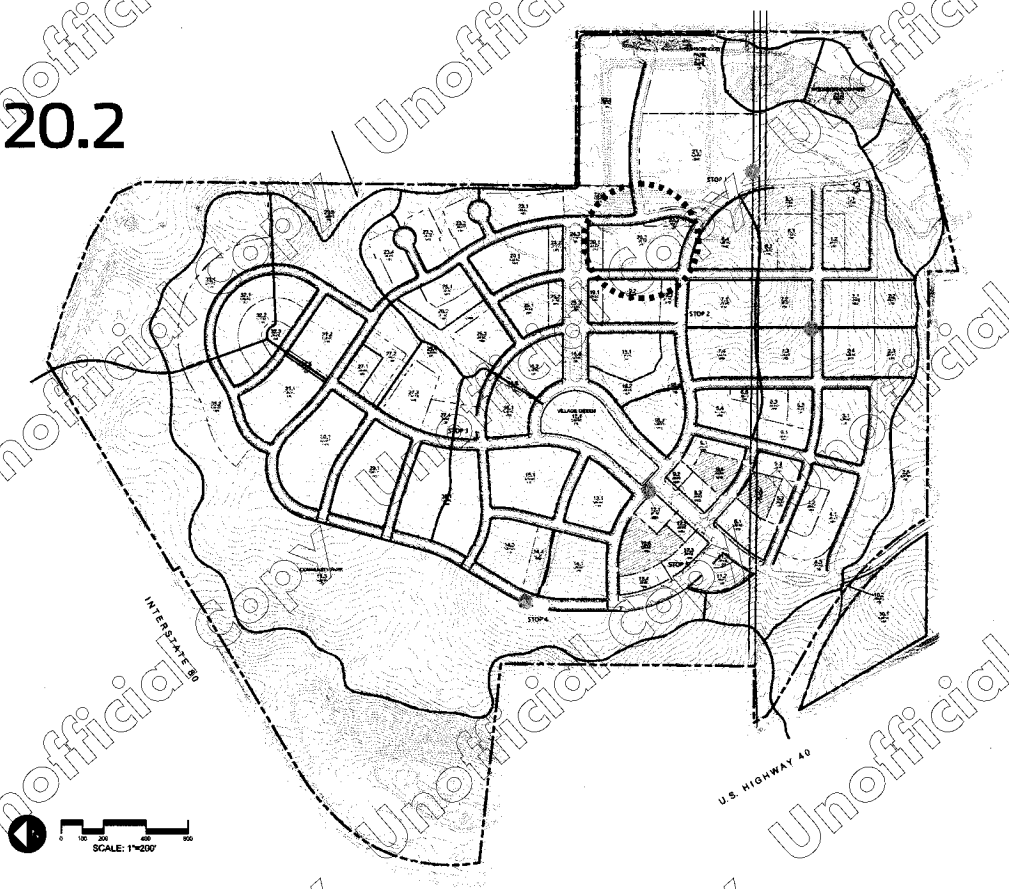
Parcel 20.2



Parcel	20.2
Parcel Land Use Designation	Village Residential 1
Parcel Area	1.78 acres
Maximum Lot Size	6,500 SF
Minimum Front Setback	15' to front façade
	12' to porch or balcony
Maximum Front Setback	20' to front façade
Frontage Build-out	40%
Minimum Side Setback	5' to Home or Garage
	3' to detached Garage
	10' to Home or Garage when adjacent to side street
Minimum Rear Setback	20' to Home
Rear Setback from Alley	5' or Less or 20' or More to rear loaded Garage
Minimum Setback from Parking	n/a
Maximum Height	32'
Surface Parking Setback	n/a
Maximum Lot Coverage	65%
Min. Distance between Buildings	15' from detached garage to house
Driveway Setback	3' from side lot line
Alley Required?	yes

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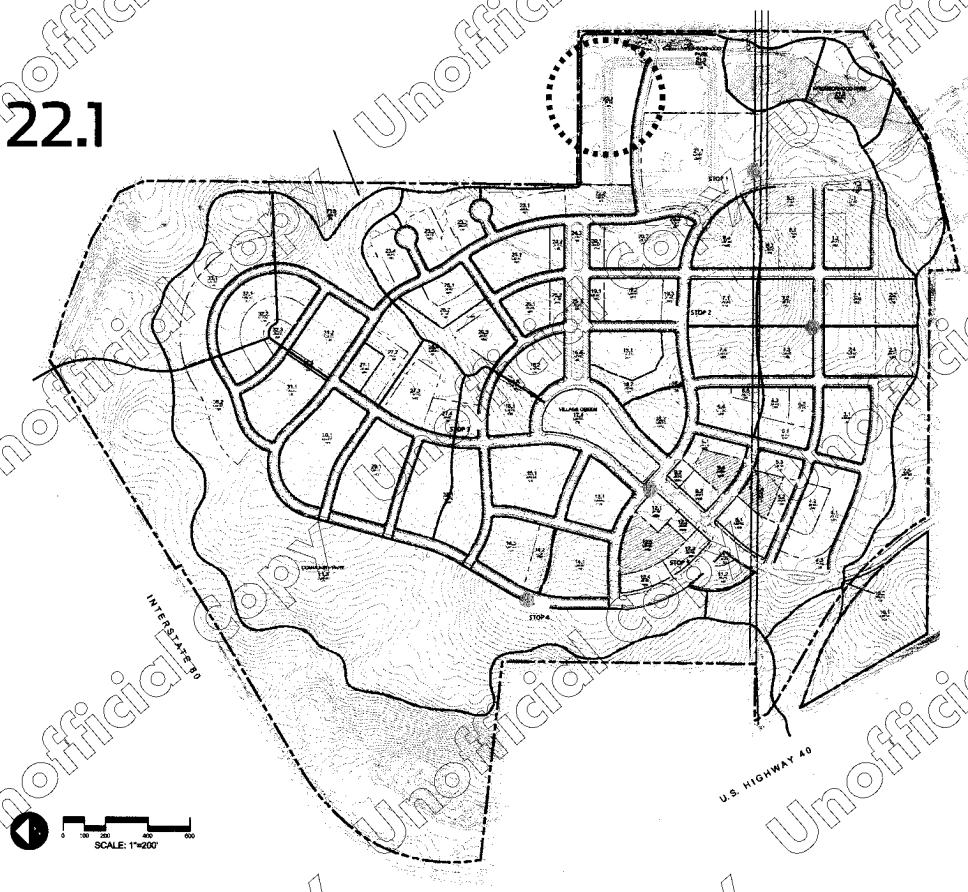
Parcel 22.1



Parcel	22.1
Parcel Land Use Designation	**Village Residential 3**
Parcel Area	4.58 acres
Maximum Lot Size	4,000 SF
Minimum Front Setback	20' to front façade
Maximum Front Setback	30' to front façade
Minimum Side Setback	10' to side lot line
Minimum Rear Setback	20' to any structure
Minimum Setback from Parking	12' to main structure
	6' to stairs
Maximum Height	32'
Surface Parking Setback	20' from any lot line
Maximum Lot Coverage	n/a
Min. Distance between Buildings not sharing a common wall	12'
Alley Required?	n/a

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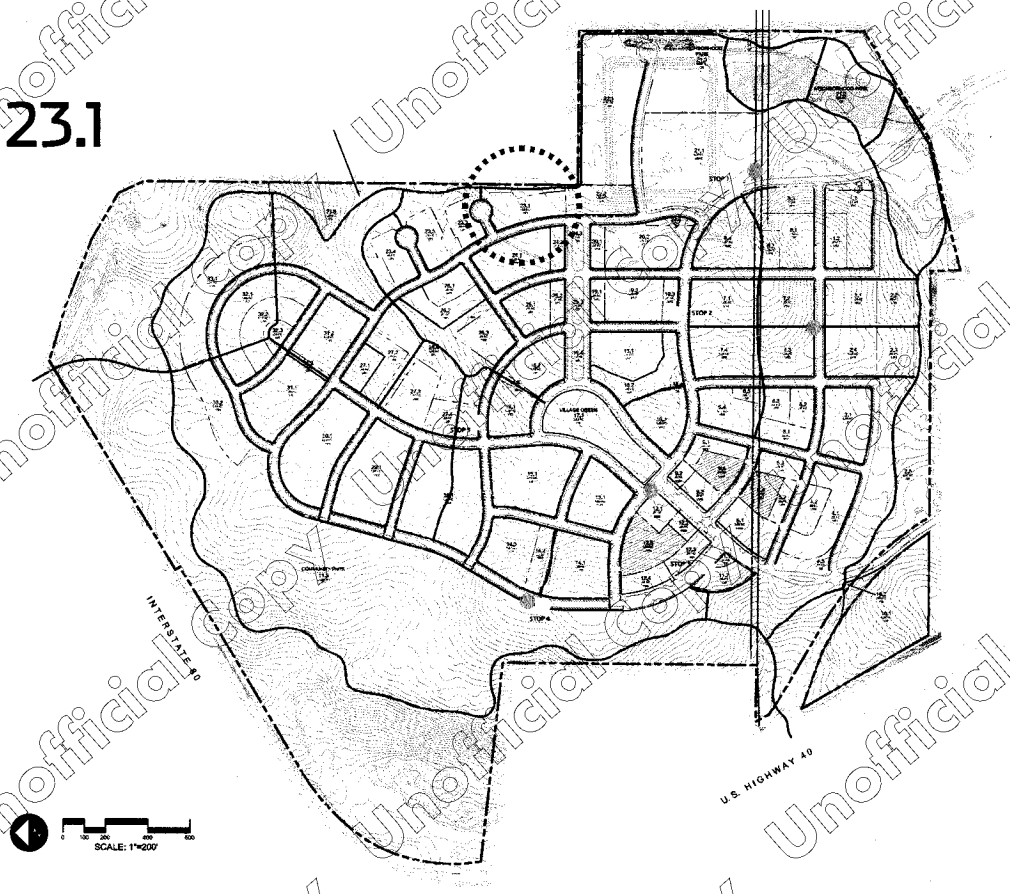
Parcel 23.1



Parcel	23.1
Parcel Land Use Designation	Village Residential 1
Parcel Area	1.06 acres
Maximum Lot Size	8,000 SF
Minimum Front Setback	15' to front façade
	12' to porch or balcony
Maximum Front Setback	20' to front façade
Frontage Build-out	40%
Minimum Side Setback	5' to Home or Garage
	3' to detached Garage
	10' to Home or Garage when adjacent to side street
Minimum Rear Setback	20' to home
	3' to Front/Side Loaded Detached Garage
Minimum Setback from Parking	n/a
Maximum Height	32'
Surface Parking Setback	n/a
Maximum Lot Coverage	65%
Min. Distance between Buildings	15' from detached garage to house
Driveway Setback	3' from side lot line
Alley Required?	no

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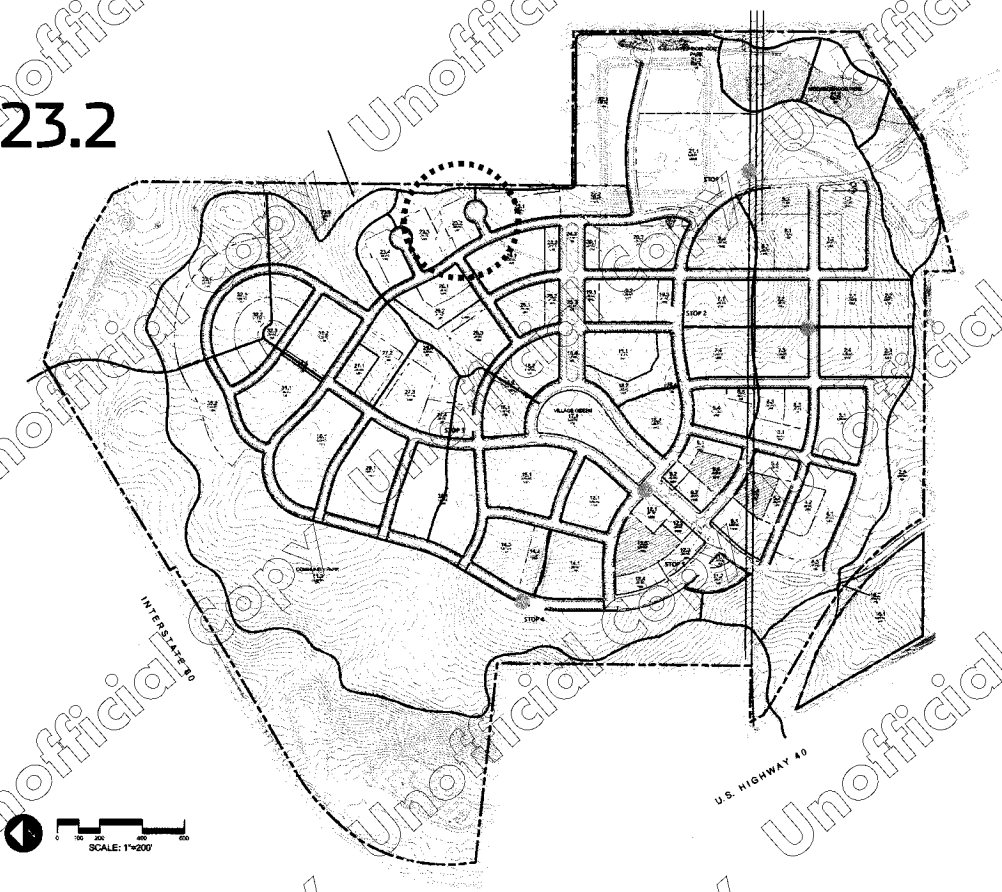
Parcel 23.2



Parcel	23.2
Parcel Land Use Designation	Village Residential 1
Parcel Area	0.59 acres
Maximum Lot Size	8,000 SF
Minimum Front Setback	15' to front façade
	12' to porch or balcony
Maximum Front Setback	20' to front façade
Frontage Build-out	40%
Minimum Side Setback	5' to Home or Garage
	3' to detached Garage
	10' to Home or Garage when adjacent to side street
Minimum Rear Setback	20' to home
	3' to Front/Side Loaded Detached Garage
Minimum Setback from Parking	n/a
Maximum Height	32'
Surface Parking Setback	n/a
Maximum Lot Coverage	65%
Min. Distance between Buildings	15' from detached garage to house
Driveway Setback	3' from side lot line
Alley Required?	no

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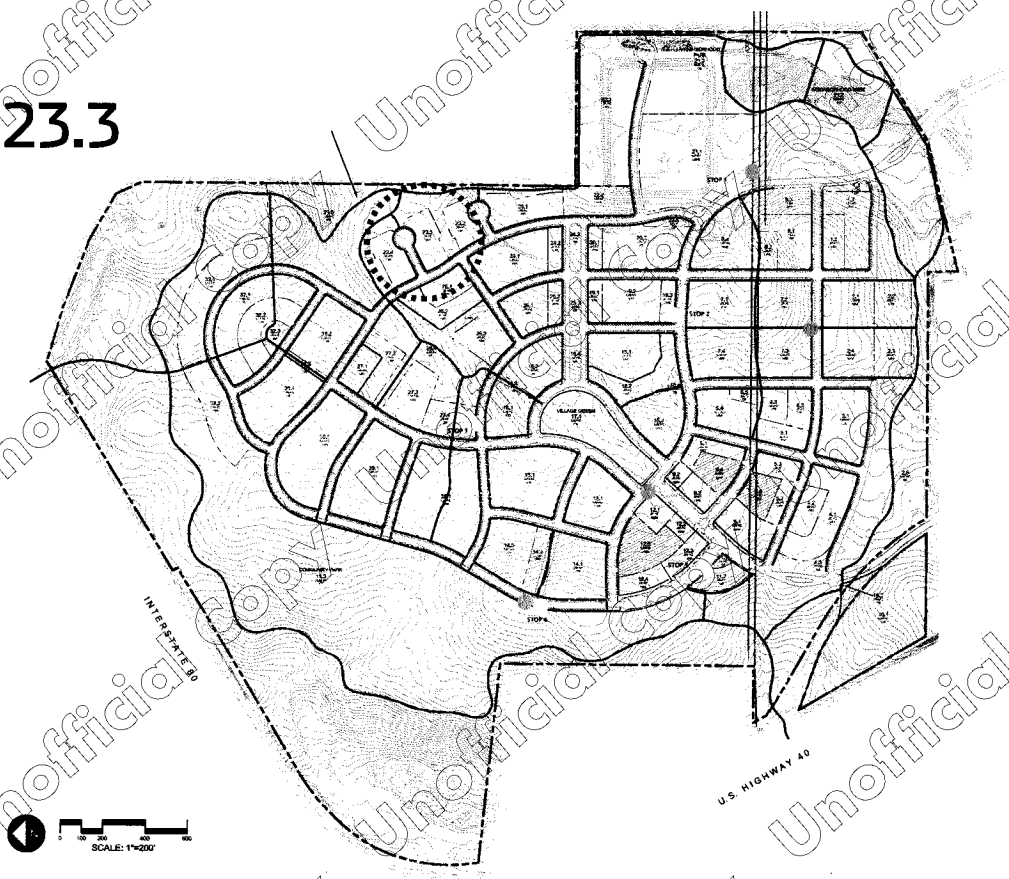
Parcel 23.3



Parcel	23.3
Parcel Land Use Designation	Village Residential 1
Parcel Area	0.74 acres
Maximum Lot Size	8,000 SF
Minimum Front Setback	15' to front façade
	12' to porch or balcony
Maximum Front Setback	20' to front façade
Frontage Build-out	40%
Minimum Side Setback	5' to Home or Garage
	3' to detached Garage
	10' to Home or Garage when adjacent to side street
Minimum Rear Setback	20' to home
	3' to Front/Side Loaded Detached Garage
Minimum Setback from Parking	n/a
Maximum Height	32'
Surface Parking Setback	n/a
Maximum Lot Coverage	65%
Min. Distance between Buildings	15' from detached garage to house
Driveway Setback	3' from side lot line
Alley Required?	no

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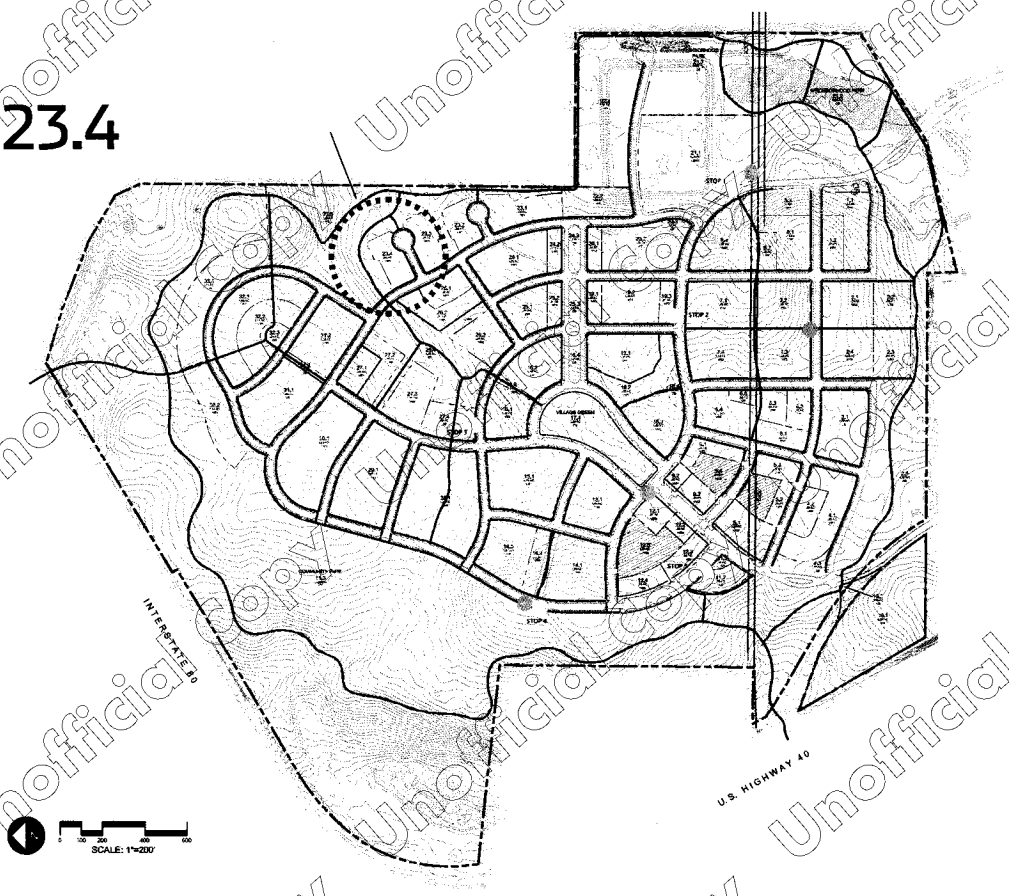
Parcel 23.4



Parcel	23.4
Parcel Land Use Designation	Village Residential 1
Parcel Area	.69 acres
Maximum Lot Size	8,000 SF
Minimum Front Setback	15' to front façade
	12' to porch or balcony
Maximum Front Setback	20' to front façade
Frontage Build-out	40%
Minimum Side Setback	5' to Home or Garage
	3' to detached Garage
	10' to Home or Garage when adjacent to side street
Minimum Rear Setback	20' to home
	3' to Front/Side Loaded Detached Garage
Minimum Setback from Parking	n/a
Maximum Height	32'
Surface Parking Setback	n/a
Maximum Lot Coverage	65%
Min. Distance between Buildings	15' from detached garage to house
Driveway Setback	3' from side lot line
Alley Required?	no

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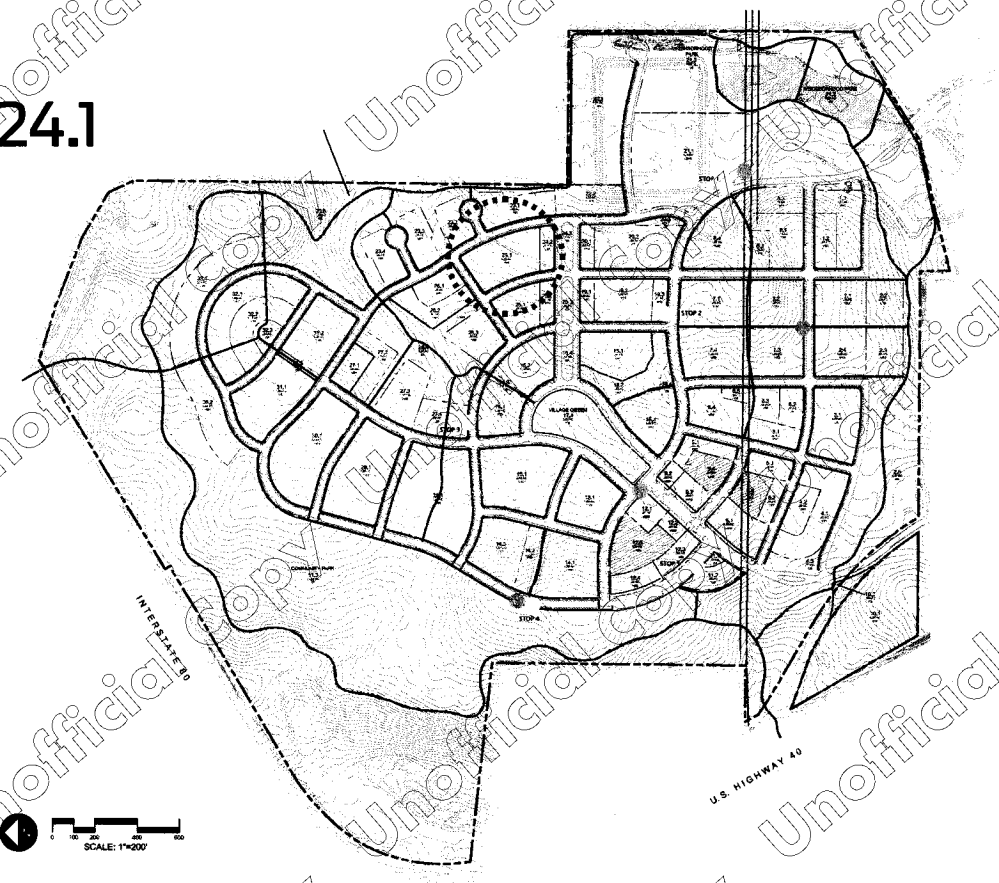
Parcel 24.1



Parcel	24.1
Parcel Land Use Designation	Village Residential 1
Parcel Area	1.63 acres
Maximum Lot Size	7,000 SF
Minimum Front Setback	15' to front façade
	12' to porch or balcony
Maximum Front Setback	20' to front façade
Frontage Build-out	40%
Minimum Side Setback	5' to Home or Garage
	3' to detached Garage
	7.5' to Home or Garage when adjacent to side street
Minimum Rear Setback	20' to Home
	3' to Front/Side Loaded Detached Garage
Rear Setback from Alley	< 5' or > 20' to rear loaded Garage
Minimum Setback from Parking	n/a
Maximum Height	32'
Surface Parking Setback	n/a
Maximum Lot Coverage	65%
Min. Distance between Buildings	15' from detached garage to house
Driveway Setback	3' from side lot line
Alley Required?	no

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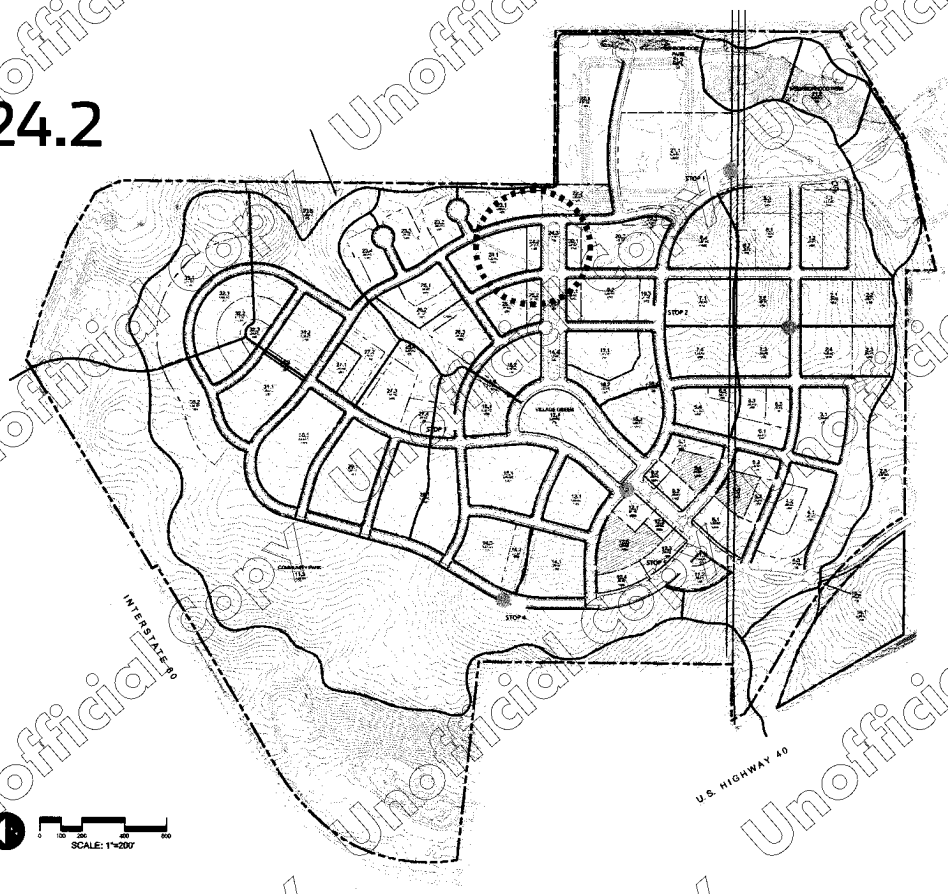
Parcel 24.2



Parcel	24.2
Parcel Land Use Designation	Village Residential 2
Parcel Area	0.31 acres
Maximum Lot Size	2,500 SF
Minimum Front Setback	10' to front façade
	10' to porch or balcony
Maximum Front Setback	15' to front façade
Frontage Build-out	60%
Minimum Side Setback	4' to Home or Garage
	2.5' to detached Garage
	8' to Home or Garage when adjacent to side street
Minimum Rear Setback	15' to Home
Rear Setback from Alley	5' or Less or 20' or More to rear loaded Garage
Maximum Height	37'
Surface Parking Setback	8' from any lot line
Maximum Lot Coverage	n/a
Min. Distance between Buildings	12' from detached garage to house
Driveway Setback	2.5' from side lot line
Alley Required?	Yes

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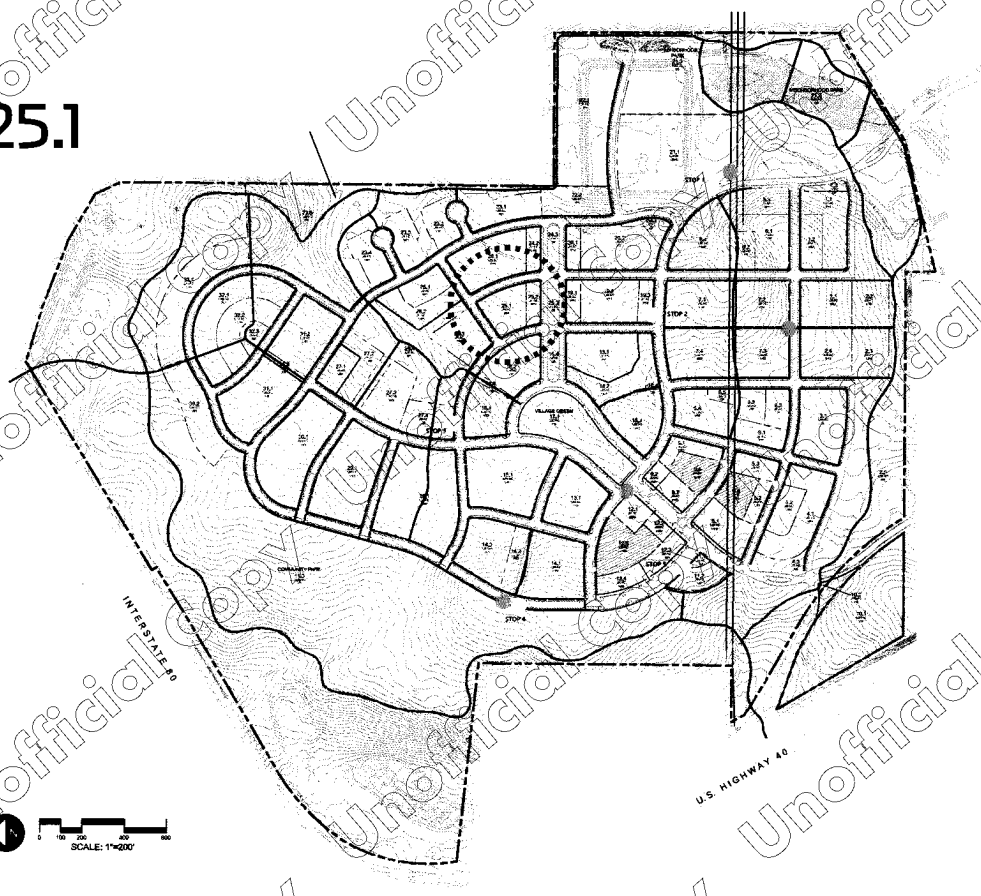
Parcel 25.1



Parcel	25.1
Parcel Land Use Designation	Village Residential 1
Parcel Area	0.88 acres
Maximum Lot Size	6,000 SF
Minimum Front Setback	15' to front façade
	12' to porch or balcony
Maximum Front Setback	20' to front façade
Frontage Build-out	40%
Minimum Side Setback	4' to Home or Garage
	2.5' to detached Garage
	8' to Home or Garage when adjacent to side street
Minimum Rear Setback	20' to Home
	2.5' to Front/Side Loaded Detached Garage
Rear Setback from Alley	< 5' or > 20' to rear loaded Garage
Minimum Setback from Parking	n/a
Maximum Height	32'
Surface Parking Setback	n/a
Maximum Lot Coverage	75%
Min. Distance between Buildings	15' from detached garage to house
Driveway Setback	2.5' from side lot line
Alley Required?	no

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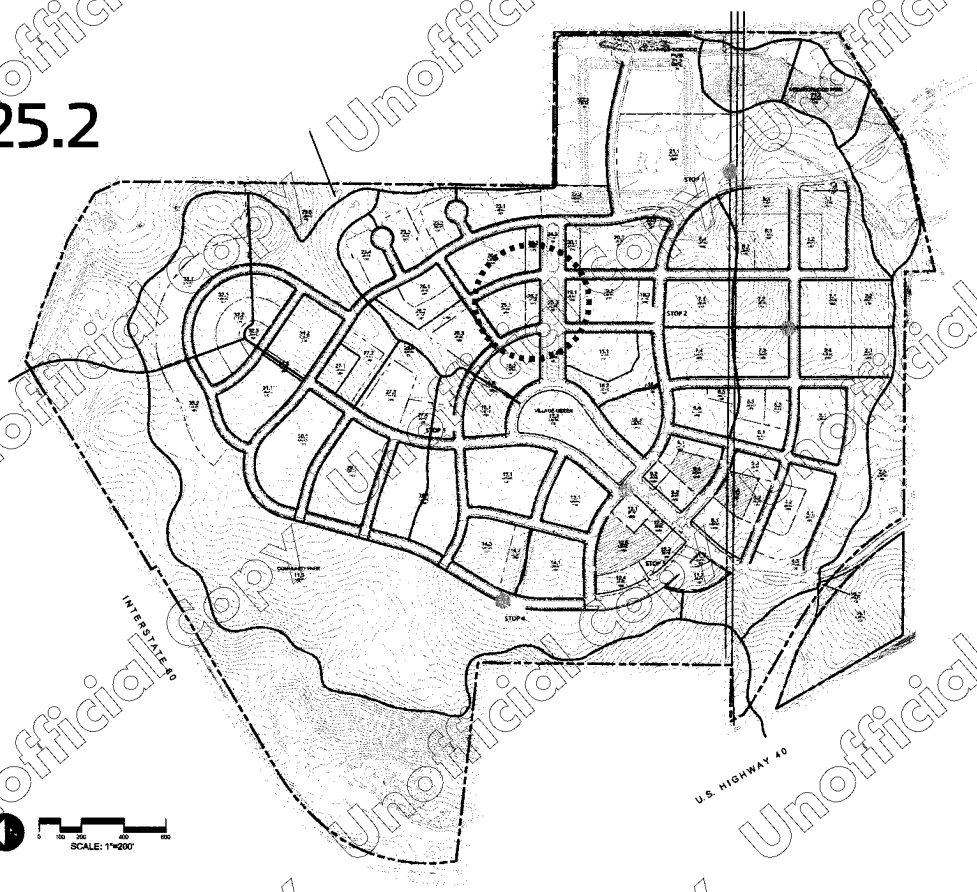
Parcel 25.2



Parcel	25.2
Parcel Land Use Designation	Village Residential 2
Parcel Area	0.31 acres
Maximum Lot Size	2,500 SF
Minimum Front Setback	10' to front façade
	10' to porch or balcony
Maximum Front Setback	15' to front façade
Frontage Build-out	60%
Minimum Side Setback	4' to Home or Garage
	2.5' to detached Garage
	8' to Home or Garage when adjacent to side street
Minimum Rear Setback	15' to Home
Rear Setback from Alley	5' or Less or 20' or More to rear loaded Garage
Maximum Height	37'
Surface Parking Setback	8' from any lot line
Maximum Lot Coverage	n/a
Min. Distance between Buildings	12' from detached garage to house
Driveway Setback	2.5' from side lot line
Alley Required?	Yes

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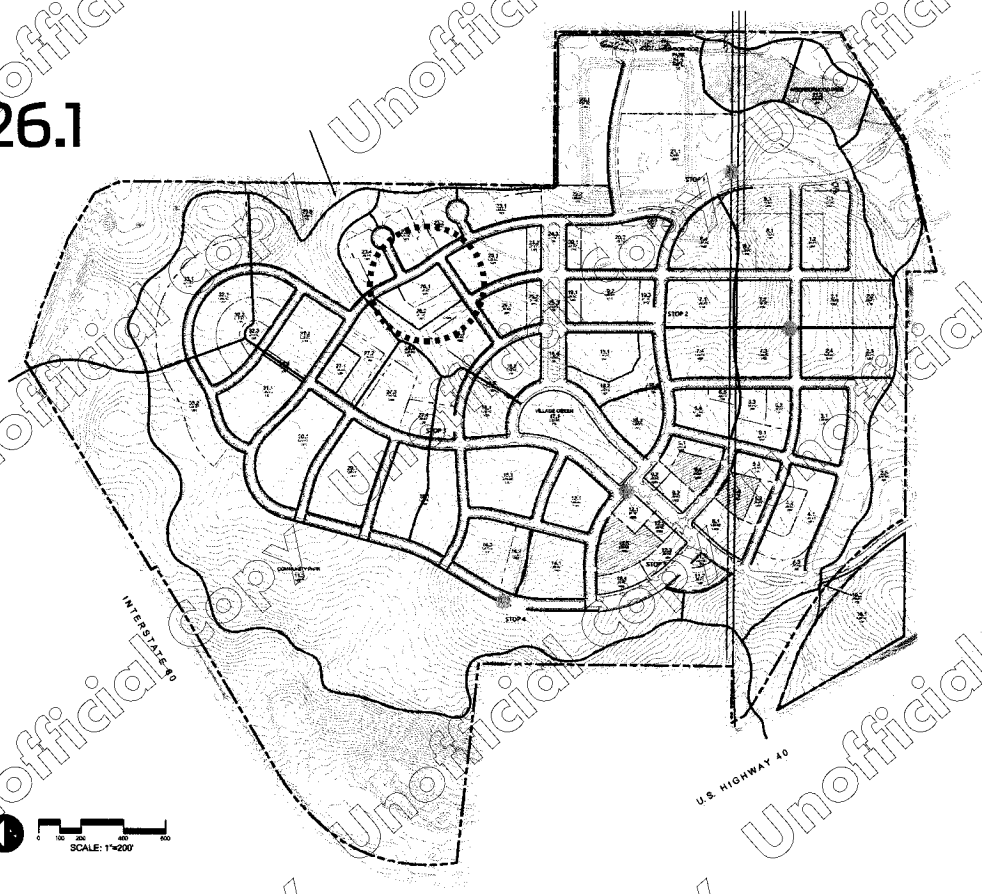
Parcel 26.1



Parcel	26.1
Parcel Land Use Designation	Village Residential 1
Parcel Area	0.62 acres
Maximum Lot Size	8,000 SF
Minimum Front Setback	15' to front façade
	12' to porch or balcony
Maximum Front Setback	20' to front façade
Frontage Build-out	40%
Minimum Side Setback	5' to Home or Garage
	3' to detached Garage
	7.5' to Home or Garage when adjacent to side street
Minimum Rear Setback	20' to Home
	3' to Front/Side Loaded Detached Garage
Rear Setback from Alley	< 5' or > 20' to rear loaded Garage
Minimum Setback from Parking	n/a
Maximum Height	32'
Surface Parking Setback	n/a
Maximum Lot Coverage	65%
Min. Distance between Buildings	15' from detached garage to house
Driveway Setback	3' from side lot line
Alley Required?	no

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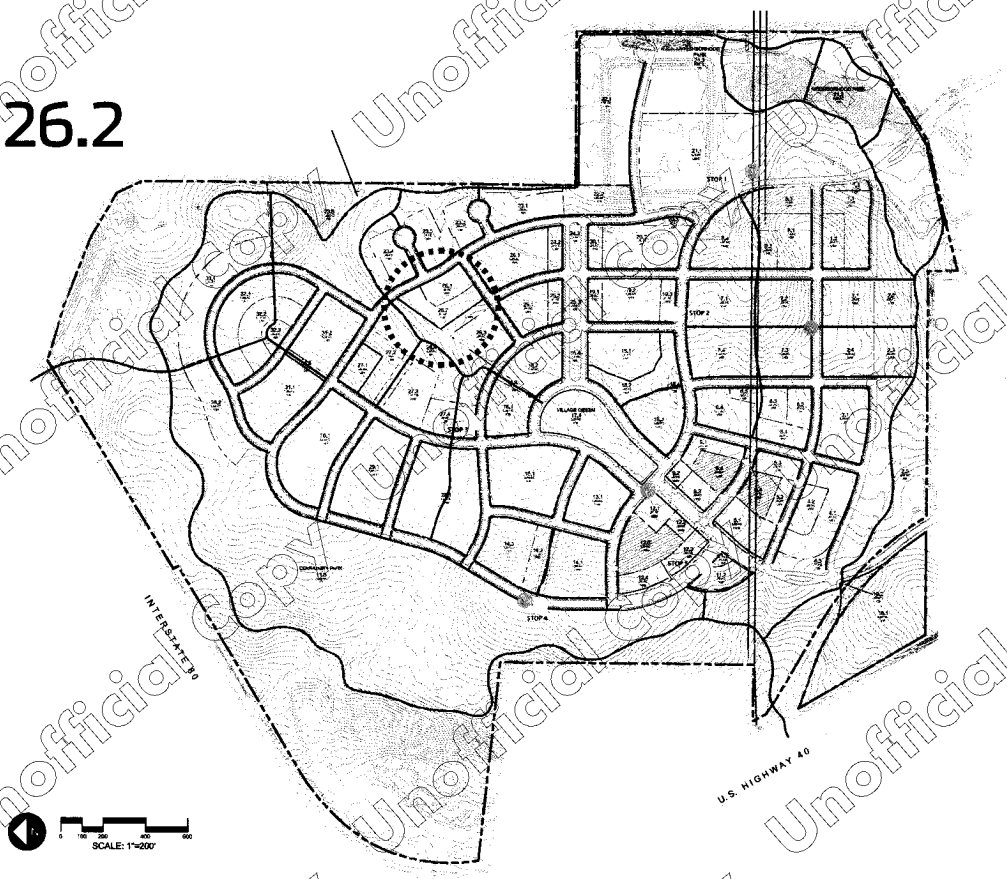
Parcel 26.2



Parcel	26.2
Parcel Land Use Designation	Village Residential 2
Parcel Area	0.81 acres
Maximum Lot Size	3,000 SF
Minimum Front Setback	10' to front façade
	10' to porch or balcony
Maximum Front Setback	15' to front façade
Frontage Build-out	60%
Minimum Side Setback	5' to Home or Garage
	2.5' to detached Garage
	7.5' to Home or Garage when adjacent to side street
Minimum Rear Setback	15' to Home
Rear Setback from Alley	5' or Less or 20' or More to rear loaded Garage
Maximum Height	37'
Surface Parking Setback	8' from any lot line
Maximum Lot Coverage	n/a
Min. Distance between Buildings	12' from detached garage to house
Driveway Setback	2.5' from side lot line
Alley Required?	Yes

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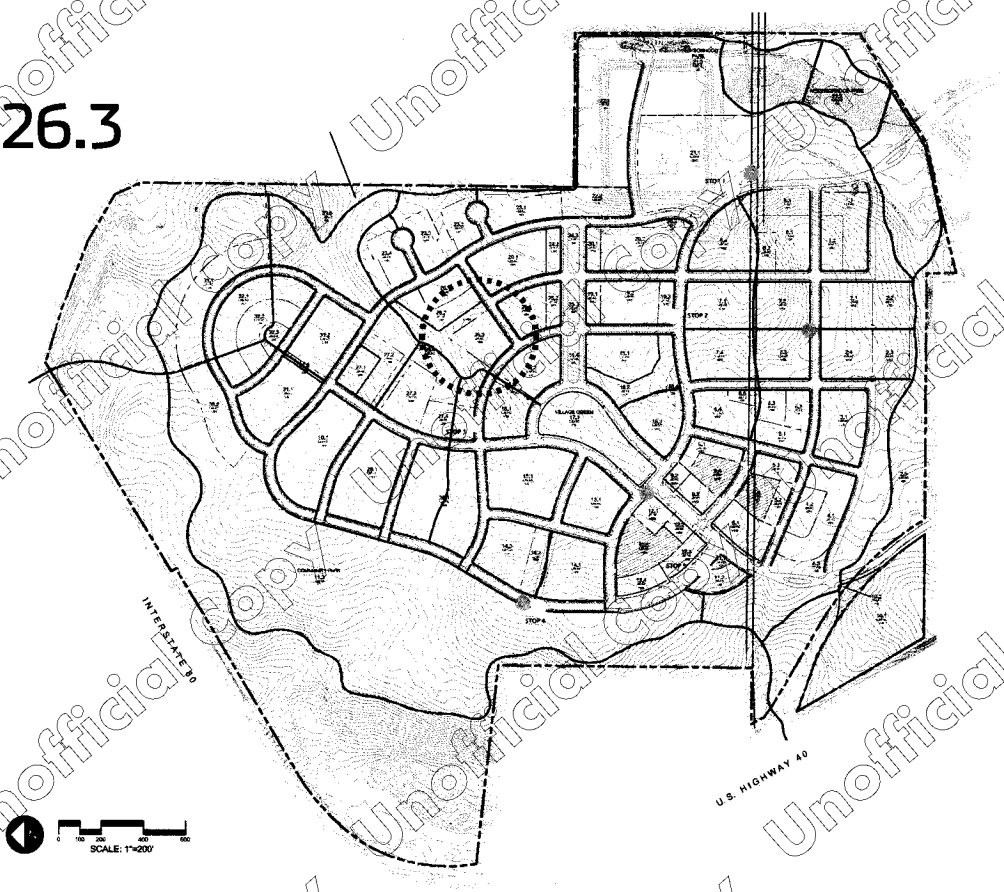
Parcel 26.3



Parcel	26.3
Parcel Land Use Designation	Village Residential 2
Parcel Area	0.94 acres
Maximum Lot Size	3,000 SF
Minimum Front Setback	10' to front façade
	10' to porch or balcony
Maximum Front Setback	15' to front façade
Frontage Build-out	60%
Minimum Side Setback	5' to Home or Garage
	2.5' to detached Garage
	7.5' to Home or Garage when adjacent to side street
Minimum Rear Setback	15' to Home
Rear Setback from Alley	5' or Less or 20' or More to rear loaded Garage
Maximum Height	37'
Surface Parking Setback	8' from any lot line
Maximum Lot Coverage	n/a
Min. Distance between Buildings	12' from detached garage to house
Driveway Setback	2.5' from side lot line
Alley Required?	Yes

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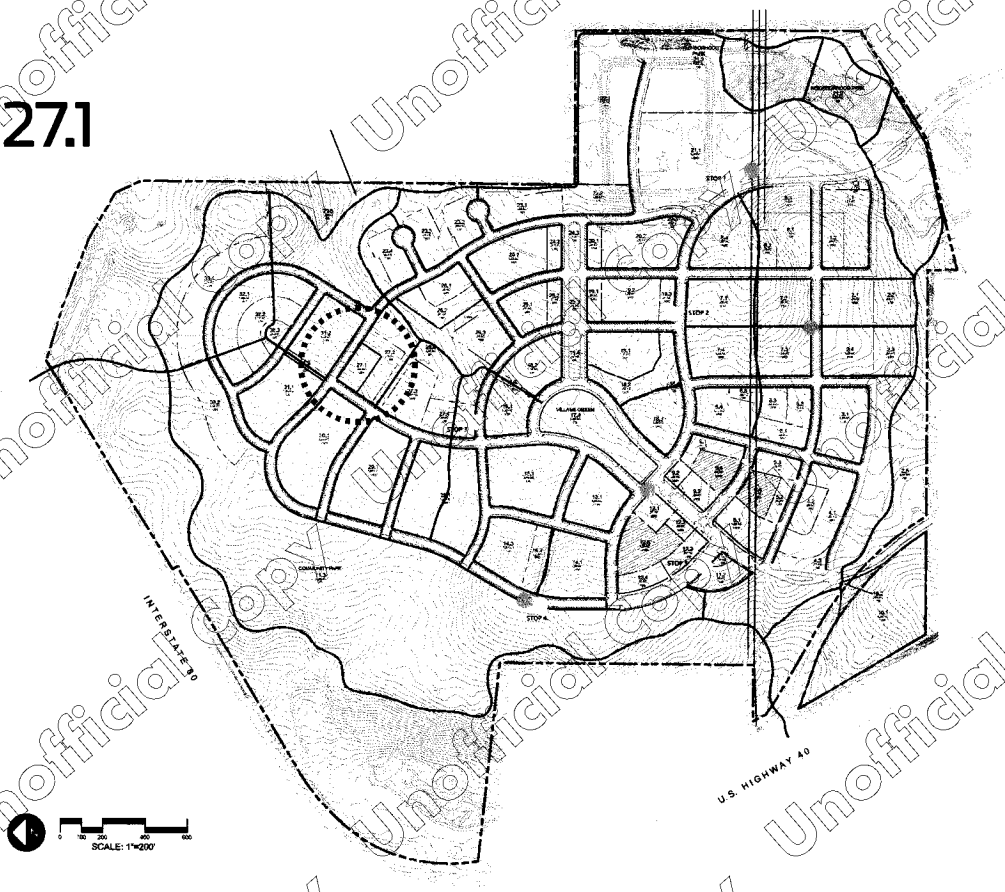
Parcel 27.1



Parcel	27.1
Parcel Land Use Designation	Village Residential 1
Parcel Area	0.54 acres
Maximum Lot Size	6,000 SF
Minimum Front Setback	15' to front façade
	12' to porch or balcony
Maximum Front Setback	20' to front façade
Frontage Build-out	40%
Minimum Side Setback	5' to Home or Garage
	2.5' to detached Garage
	7.5' to Home or Garage when adjacent to side street
Minimum Rear Setback	20' to Home
	2.5' to Front/Side Loaded Detached Garage
Rear Setback from Alley	< 5' or > 20' to rear loaded Garage
Minimum Setback from Parking	n/a
Maximum Height	32'
Surface Parking Setback	n/a
Maximum Lot Coverage	65%
Min. Distance between Buildings	15' from detached garage to house
Driveway Setback	2.5' from side lot line
Alley Required?	no

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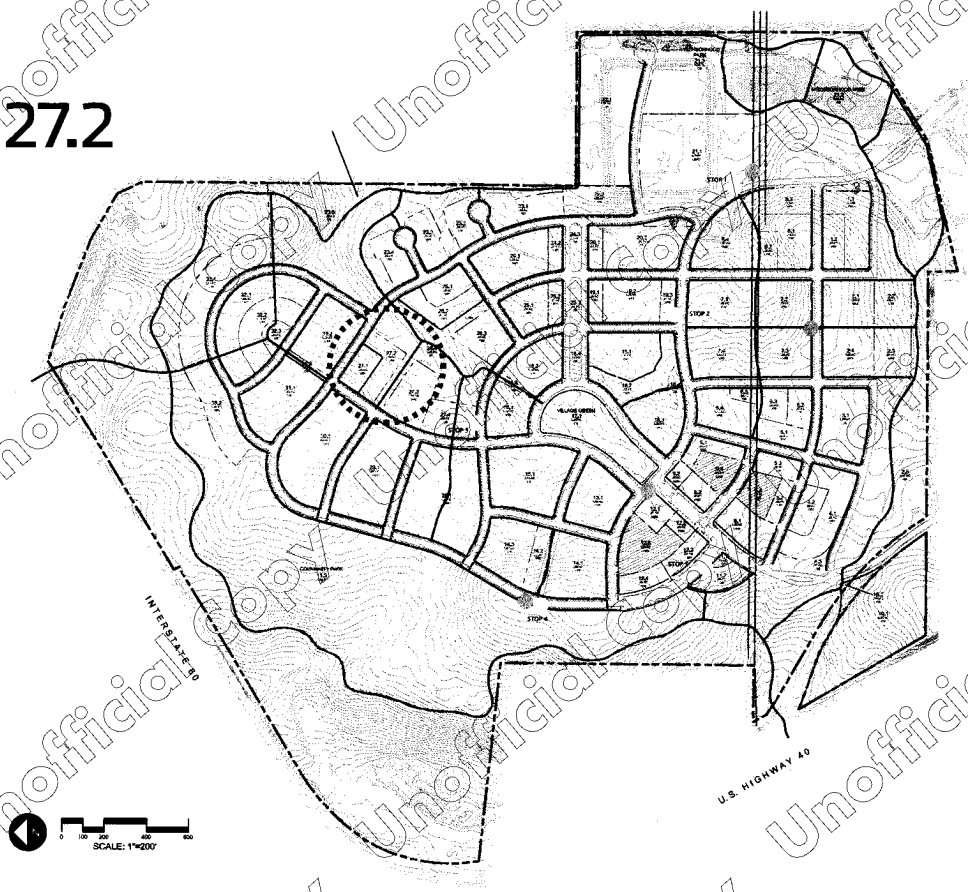
Parcel 27.2



Parcel	27.2
Parcel Land Use Designation	Village Residential 2
Parcel Area	0.76 acres
Maximum Lot Size	3,000 SF
Minimum Front Setback	10' to front façade
	10' to porch or balcony
Maximum Front Setback	15' to front façade
Frontage Build-out	60%
Minimum Side Setback	5' to Home or Garage
	2.5' to detached Garage
	7.5' to Home or Garage when adjacent to side street
Minimum Rear Setback	15' to Home
Rear Setback from Alley	5' or Less or 20' or More to rear loaded Garage
Maximum Height	32'
Surface Parking Setback	8' from any lot line
Maximum Lot Coverage	n/a
Min. Distance between Buildings	12' from detached garage to house
Driveway Setback	2.5' from side lot line
Alley Required?	Yes

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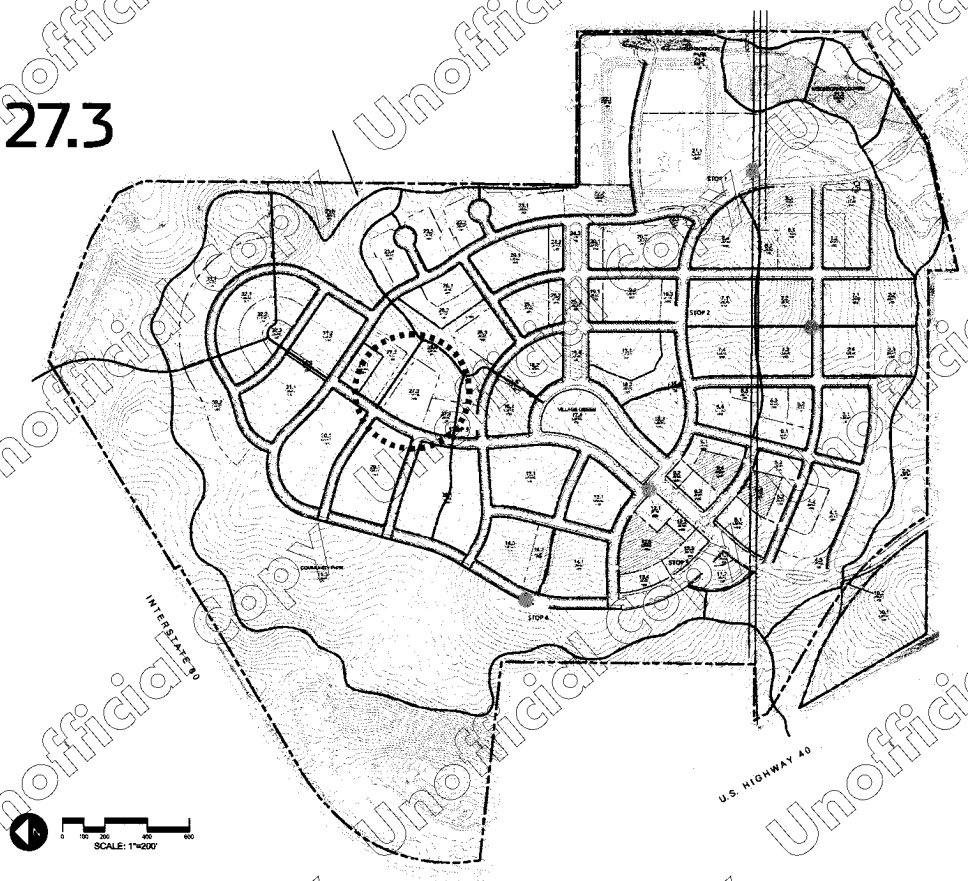
Parcel 27.3



Parcel	27.3
Parcel Land Use Designation	Village Residential 2
Parcel Area	1.10 acres
Maximum Lot Size	3,000 SF
Minimum Front Setback	10' to front façade
	10' to porch or balcony
Maximum Front Setback	15' to front façade
Frontage Build-out	60%
Minimum Side Setback	5' to Home or Garage
	2.5' to detached Garage
	7.5' to Home or Garage when adjacent to side street
Minimum Rear Setback	15' to Home
Rear Setback from Alley	5' or Less or 20' or More to rear loaded Garage
Maximum Height	32'
Surface Parking Setback	8' from any lot line
Maximum Lot Coverage	n/a
Min. Distance between Buildings	12' from detached garage to house
Driveway Setback	2.5' from side lot line
Alley Required?	Yes

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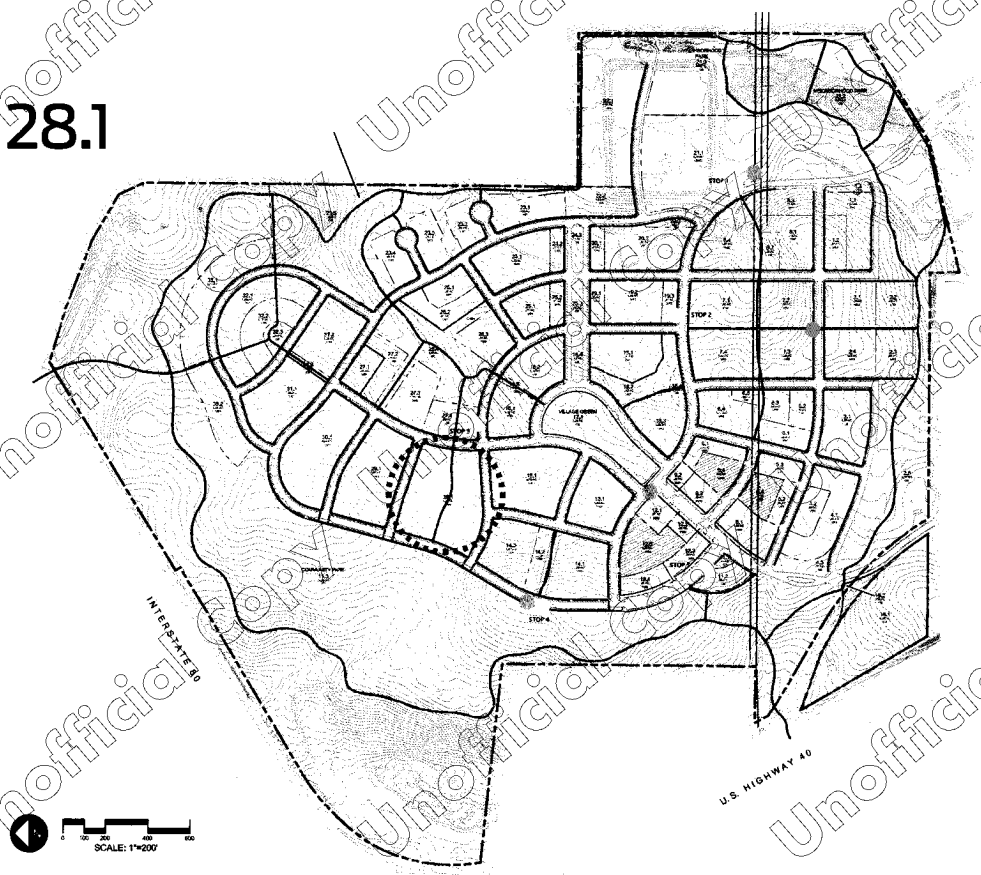
Parcel 28.1



Parcel	28.1
Parcel Land Use Designation	Village Residential 1
Parcel Area	3.57 acres
Maximum Lot Size	5,500 SF
Minimum Front Setback	15' to front façade
	12' to porch or balcony
Maximum Front Setback	20' to front façade
Frontage Build-out	40%
Minimum Side Setback	5' to Home or Garage
	2.5' to detached Garage
	10' to Home or Garage when adjacent to side street
Minimum Rear Setback	20' to Home
	2.5' to Front/Side Loaded Detached Garage
Rear Setback from Alley	< 5' or > 20' to rear loaded Garage
Minimum Setback from Parking	n/a
Maximum Height	32'
Surface Parking Setback	n/a
Maximum Lot Coverage	70%
Min. Distance between Buildings	15' from detached garage to house
Driveway Setback	2.5' from side lot line
Alley Required?	no

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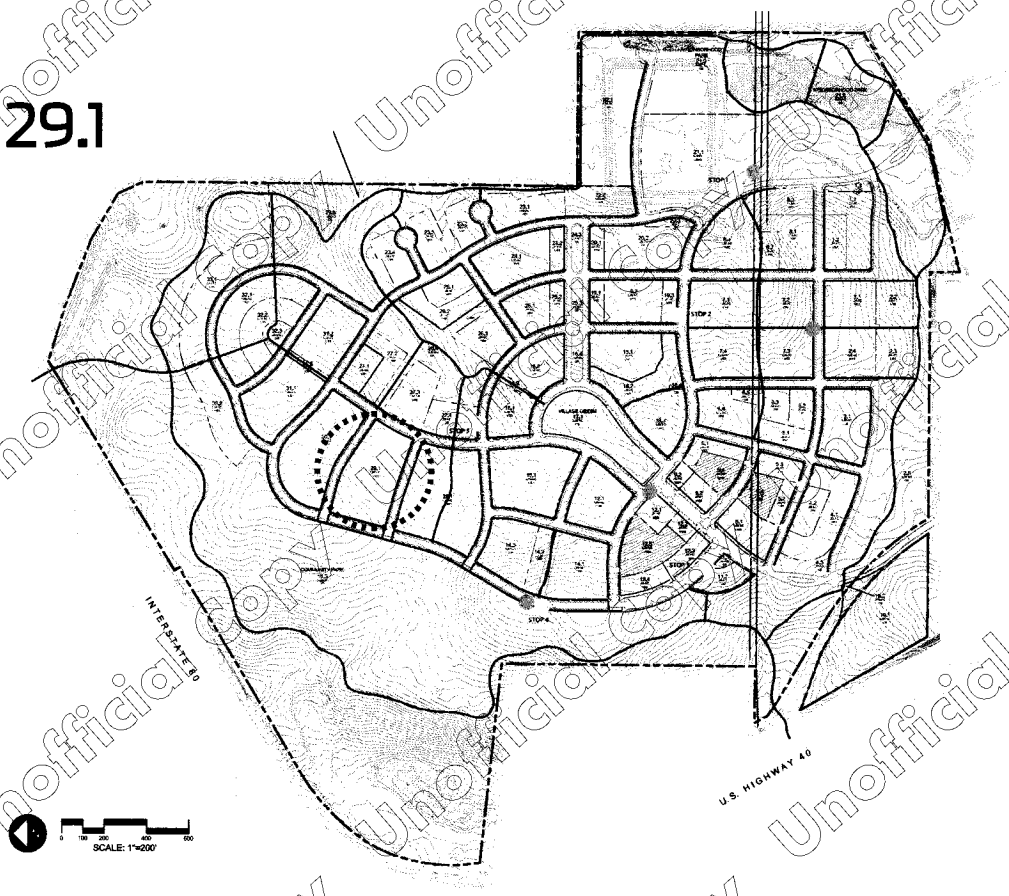
Parcel 29.1



Parcel	29.1
Parcel Land Use Designation	Village Residential 1
Parcel Area	2.57 acres
Maximum Lot Size	7,000 SF
Minimum Front Setback	15' to front façade
Maximum Front Setback	20' to front façade
Frontage Build-out	40%
Maximum Front Setback	20' to front façade
Minimum Side Setback	5' to Home or Garage
	3' to detached Garage
	10' to Home or Garage when adjacent to side street
Minimum Rear Setback	20' to Home
	3' to Front/Side Loaded Detached Garage
Rear Setback from Alley	< 5' or > 20' to rear loaded Garage
Minimum Setback from Parking	n/a
Maximum Height	32'
Surface Parking Setback	n/a
Maximum Lot Coverage	65%
Min. Distance between Buildings	15' from detached garage to house
Driveway Setback	3' from side lot line
Alley Required?	no

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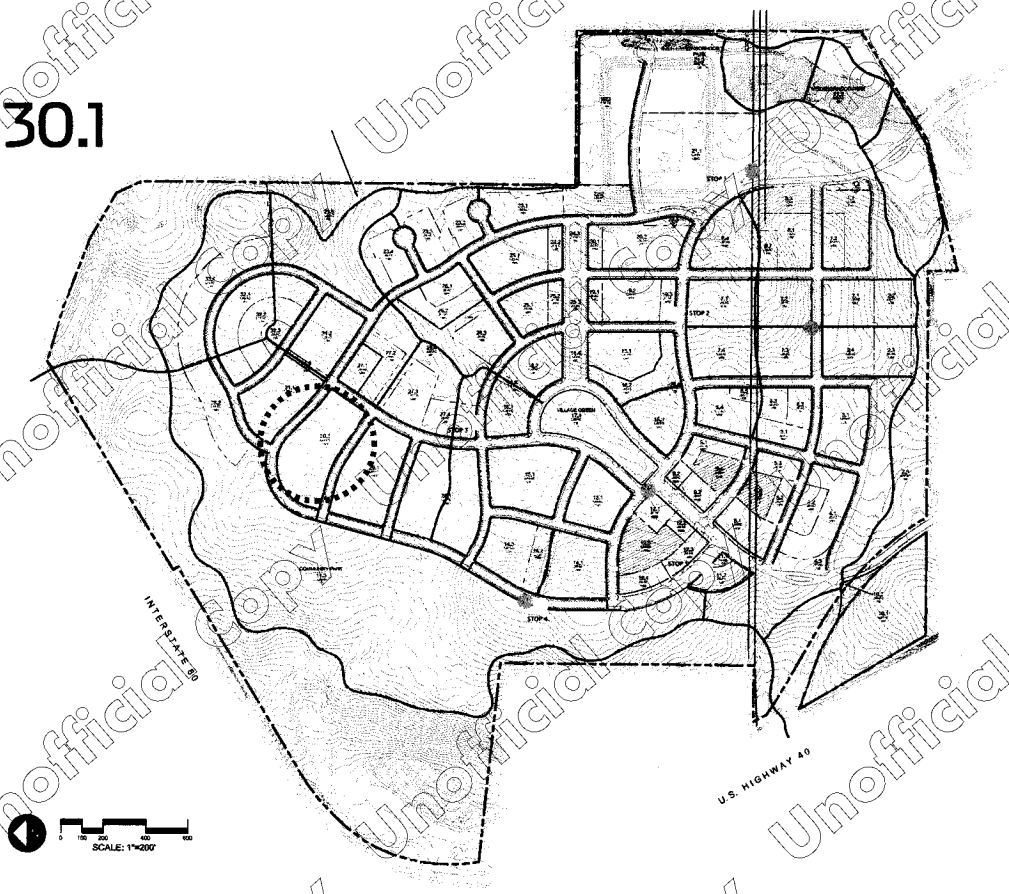
Parcel 30.1



Parcel	30.1
Parcel Land Use Designation	Village Residential 1
Parcel Area	2.73 acres
Maximum Lot Size	8,000 SF
Minimum Front Setback	15' to front façade
Maximum Front Setback	20' to front façade
Frontage Build-out	40%
Maximum Front Setback	20' to front façade
Minimum Side Setback	5' to Home or Garage
	3' to detached Garage
	10' to Home or Garage when adjacent to side street
Minimum Rear Setback	20' to Home
	3' to Front/Side Loaded Detached Garage
Rear Setback from Alley	< 5' or > 20' to rear loaded Garage
Minimum Setback from Parking	n/a
Maximum Height	32'
Surface Parking Setback	n/a
Maximum Lot Coverage	65%
Min. Distance between Buildings	15' from detached garage to house
Driveway Setback	3' from side lot line
Alley Required?	no

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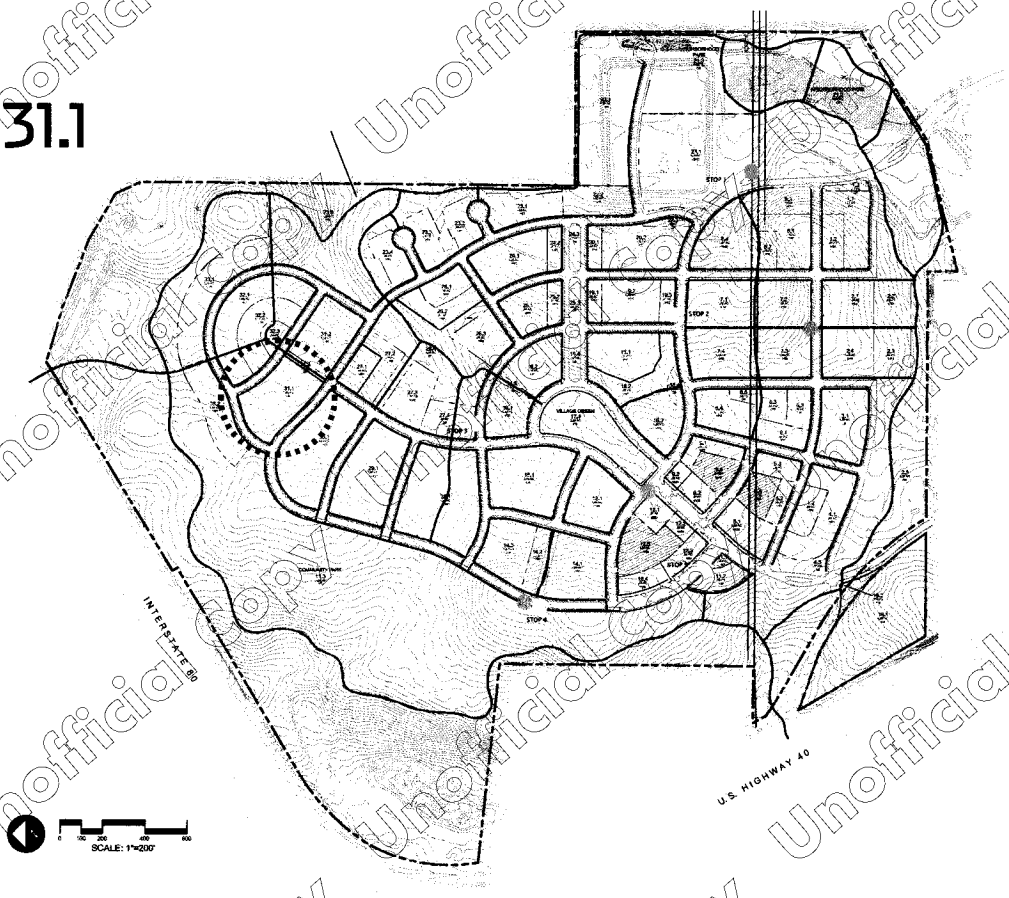
Parcel 31.1



Parcel	31.1
Parcel Land Use Designation	Village Residential 1
Parcel Area	1.95 acres
Maximum Lot Size	8,500 SF
Minimum Front Setback	20' to front façade
	15' to porch or balcony
Maximum Front Setback	20' to front façade
Frontage Build-out	40%
Minimum Side Setback	7.5' to Home or Garage
	3' to detached Garage
	15' to Home or Garage when adjacent to side street
Minimum Rear Setback	20' to Home
	3' to Front/Side Loaded Detached Garage
Rear Setback from Alley	< 5' or > 20' to rear loaded Garage
Minimum Setback from Parking	n/a
Maximum Height	32'
Surface Parking Setback	n/a
Maximum Lot Coverage	65%
Min. Distance between Buildings	15' from detached garage to house
Driveway Setback	3' from side lot line
Alley Required?	no

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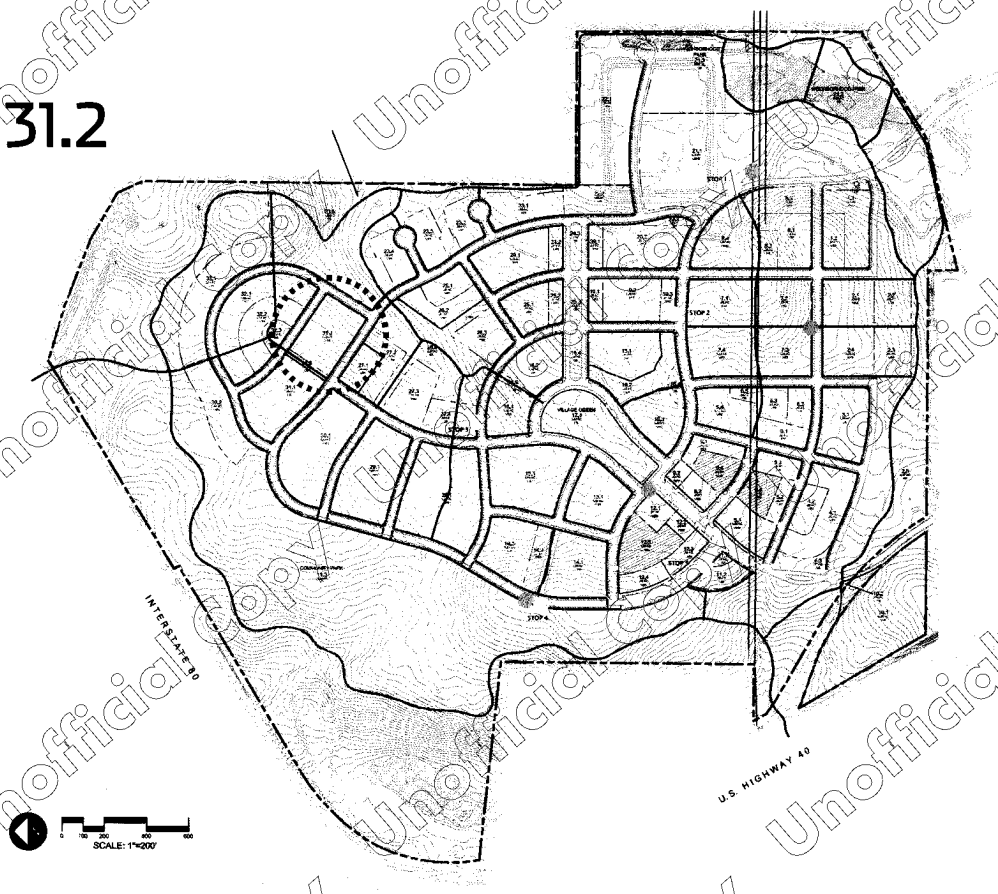
Parcel 31.2



Parcel	31.2
Parcel Land Use Designation	Village Residential 1
Parcel Area	1.62 acres
Maximum Lot Size	7,000 SF
Minimum Front Setback	20' to front façade
	15' to porch or balcony
Maximum Front Setback	20' to front façade
Frontage Build-out	40%
Minimum Side Setback	7.5' to Home or Garage
	3' to detached Garage
	15' to Home or Garage when adjacent to side street
Minimum Rear Setback	20' to Home
	3' to Front/Side Loaded Detached Garage
Rear Setback from Alley	< 5' or > 20' to rear loaded Garage
Minimum Setback from Parking	n/a
Maximum Height	32'
Surface Parking Setback	n/a
Maximum Lot Coverage	65%
Min. Distance between Buildings	15' from detached garage to house
Driveway Setback	3' from side lot line
Alley Required?	no

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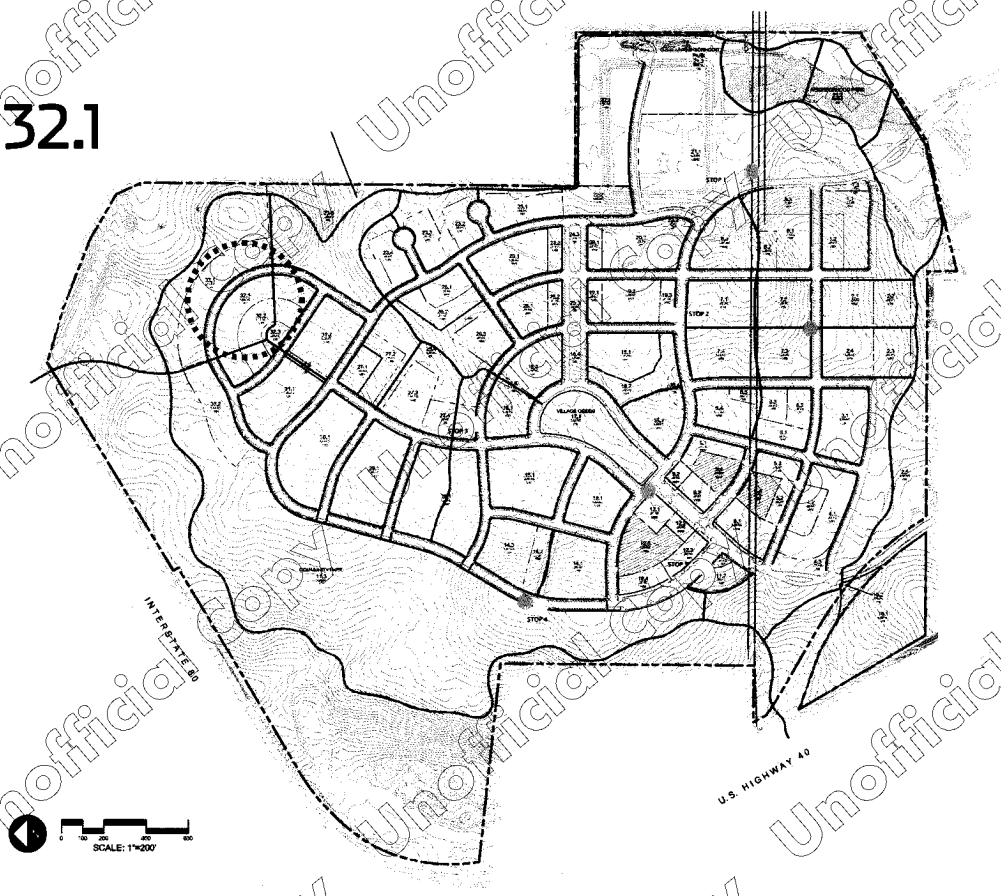
Parcel 32.1



Parcel	32.1
Parcel Land Use Designation	Village Residential 1
Parcel Area	1.96 acres
Maximum Lot Size	8,500 SF
Minimum Front Setback	20' to front façade
	15' to porch or balcony
Maximum Front Setback	25' to front façade
Frontage Build-out	40%
Minimum Side Setback	7.5' to Home or Garage
	3' to detached Garage
	15' to Home or Garage when adjacent to side street
Minimum Rear Setback	20' to Home
	3' to Front/Side Loaded Detached Garage
Rear Setback from Alley	< 5' or > 20' to rear loaded Garage
Minimum Setback from Parking	n/a
Maximum Height	32'
Surface Parking Setback	n/a
Maximum Lot Coverage	60%
Min. Distance between Buildings	20' from detached garage to house
Driveway Setback	3' from side lot line
Alley Required?	no

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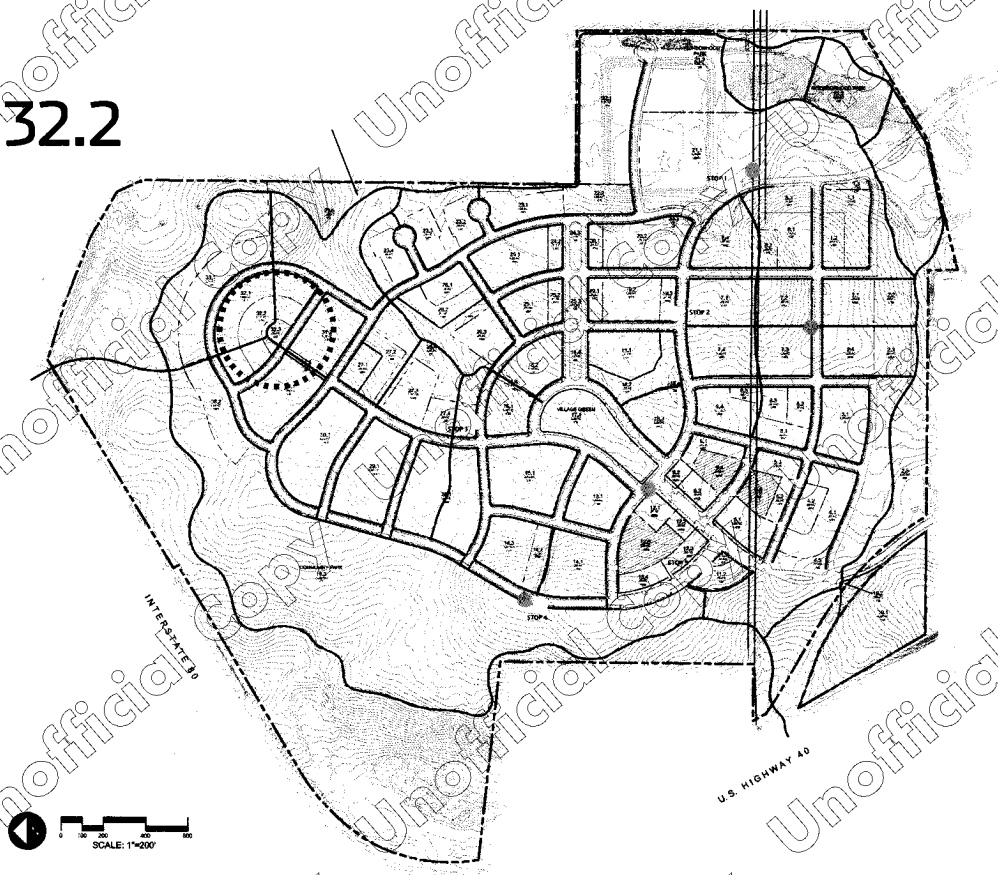
Parcel 32.2



Parcel	32.2
Parcel Land Use Designation	Village Residential 1
Parcel Area	1.17 acres
Maximum Lot Size	8,500 SF
Minimum Front Setback	20' to front façade
	15' to porch or balcony
Maximum Front Setback	25' to front façade
Frontage Build-out	40%
Minimum Side Setback	7.5' to Home or Garage
	3' to detached Garage
	15' to Home or Garage when adjacent to side street
Minimum Rear Setback	20' to Home
	3' to Front/Side Loaded Detached Garage
Rear Setback from Alley	< 5' or > 20' to rear loaded Garage
Minimum Setback from Parking	n/a
Maximum Height	32'
Surface Parking Setback	n/a
Maximum Lot Coverage	60%
Min. Distance between Buildings	20' from detached garage to house
Driveway Setback	3' from side lot line
Alley Required?	no

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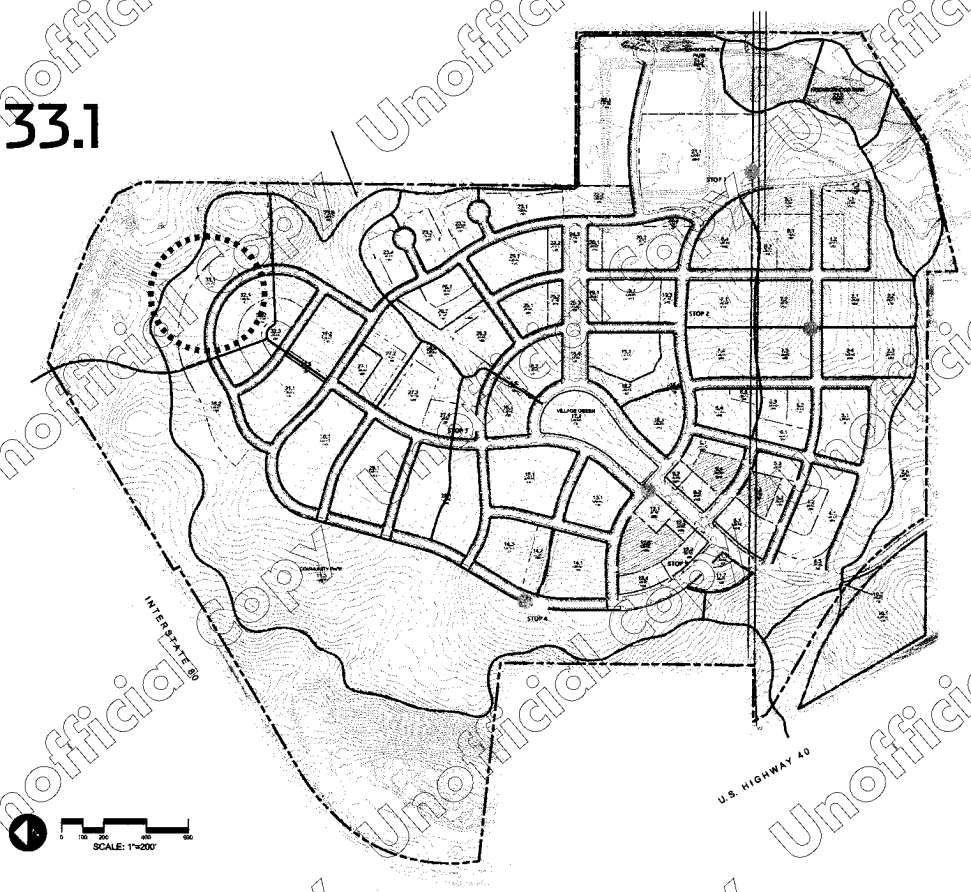
Parcel 33.1



Parcel	33.1
Parcel Land Use Designation	Village Residential 1
Parcel Area	2.11 acres
Maximum Lot Size	11,500 SF
Minimum Front Setback	20' to front façade
	15' to porch or balcony
Maximum Front Setback	25' to front façade
Frontage Build-out	40%
Minimum Side Setback	7.5' to Home or Garage
	3' to detached Garage
	15' to Home or Garage when adjacent to side street
Minimum Rear Setback	20' to Home
	3' to Garage
Minimum Setback from Parking	n/a
Maximum Height	32'
Surface Parking Setback	n/a
Maximum Lot Coverage	60%
Min. Distance between Buildings	20' from detached garage to house
Driveway Setback	3' from side lot line
Alley Required?	no

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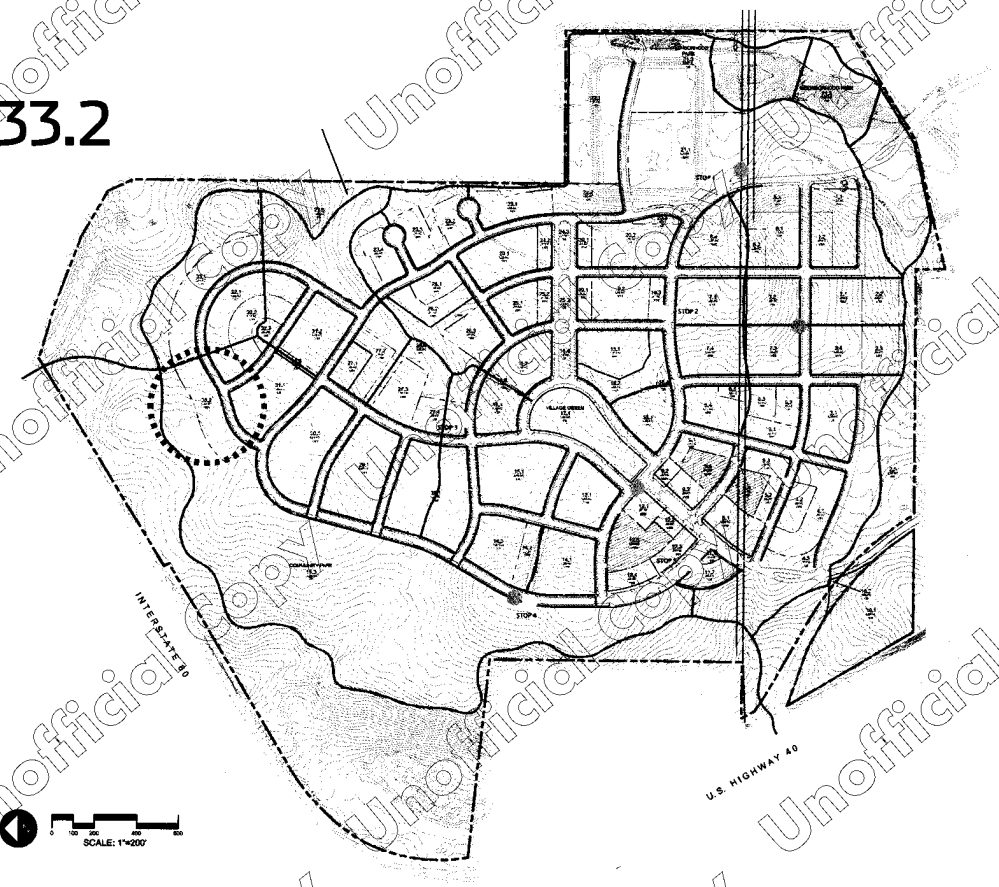
Parcel 33.2



Parcel	33.2
Parcel Land Use Designation	Village Residential 1
Parcel Area	1.44 acres
Maximum Lot Size	11,500 SF
Minimum Front Setback	20' to front façade
	15' to porch or balcony
Maximum Front Setback	25' to front façade
Frontage Build-out	40%
Minimum Side Setback	7.5' to Home or Garage
	3' to detached Garage
	15' to Home or Garage when adjacent to side street
Minimum Rear Setback	20' to Home
	3' to Garage
Minimum Setback from Parking	n/a
Maximum Height	32'
Surface Parking Setback	n/a
Maximum Lot Coverage	60%
Min. Distance between Buildings	20' from detached garage to house
Driveway Setback	3' from side lot line
Alley Required?	no

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4.0 Design Review Committee

A Design Review Committee [the "DRC"] for Silver Creek Village has been established to ensure that all improvements thereto proposed within the Village comply with the established design criteria.

The DRC's function is initially operated by the Master Developer for Silver Creek Village. Subsequently, the DRC members will be appointed by the Master Developer. As the community grows it shall be the responsibility of the Master Developer to appoint DRC members that will provide an adequate mix of professional review and community representation.

The role of the Design Review Committee is:

- To approve or disapprove proposed designs and plans for site planning, building construction, landscape, exterior lighting, signage, colors and materials, Additions and other Improvements; prior to submittal to Summit County and commencement of construction.
- To ensure construction or installation conformance to the plans as submitted and approved;
- To report inconsistencies with approved plans and recommend appropriate actions for enforcement;
- To develop, review, publish and maintain minimum standards and guidelines for the community.

The Development Standards identified here shall govern development within the Silver Creek Village SPA. In addition to conforming to these Development Standards, all construction must conform to all applicable design standards and ordinance requirements of Summit County or any other applicable governing agency if not identified within this SPA Agreement.

All Project Types identified in this Section that require submittal to the DRC must be submitted to and approved by the DRC in writing prior to the Submittal for applications to Summit County with the exception of a Sketch Plan Application as identified in Section 5.6.1.

The Development Standards apply to all site and building standards while other entities may have jurisdiction over the land, including but not limited to Summit County, the Army Corps of Engineers and the Utah Department of Environmental Quality. In the event of any potential conflict with these entities, the Applicant should notify the DRC of the conflict and submit a revised plan to the DRC for approval prior to submitting the revisions to any other agency. The Applicant shall take whatever action is necessary to accomplish the design objectives set forth in the Guidelines, while avoiding conflict with the laws and regulations of Summit County or other governing entities.

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5.0 Design Review Process

5.1 Project Types to be Reviewed

Design Review Committee (DRC) review and approval is to be obtained for all project types listed below:

- New Construction – Construction of any new, freestanding structure, whether as a Residence, Accessory Building or landscape structure including signs, fences, kiosks, street furniture, swimming pools and driveways.

- Alterations, additions or rehabilitation of an existing structure – Any new construction or rehabilitation to an existing building or landscape structure that alters the original Massing, exterior finishes, window placement, roof design and/or other significant design elements.

The Committee evaluates all development proposals on the basis of these Design Guides. Some of the Guidelines are written as broad standards and the interpretation of these standards is left up to the discretion of the Committee.

5.2 Design Review Process Overview

Silver Creek Village's design review process, unless otherwise noted takes place in five steps:

1. Pre-Design Conference
2. Preliminary Design Review
3. Final Design Review
4. Construction Monitoring
5. Final Construction and Landscape Observations

Any Improvement as described above will require and be preceded by the submission of plans, specifications and an application fee. The Owner is to retain competent assistance from an approved Architect, Landscape Architect, Structural Engineer, Civil Engineer, Contractor and any other Consultants as necessary. The Owner and Consultants are to carefully review the Master Declaration and the Guidelines prior to commencing with the design review process.

Having secured final design approval from the Committee, the Owner is to also meet all submittal and approval requirements of Summit County and any other requisite authorities.

The Owner is to commence construction within one year of final approvals from the County. If the Owner fails to begin construction within this time period, the approval may be revoked by the Committee. All landscape Improvements are to be installed within one summer season of occupancy. Written approval from the Committee is required prior to any time extensions for construction and/or landscape installation.

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5.3 Design Review Process - Minor Improvements

Minor Improvements (including, but not limited to, the construction of, installation of, or addition to landscaping, fences, walls, and/or enclosure structures), which are being completed independent of any major Improvements do not need to proceed through all five steps of the general design review process. Minor Improvements may often be submitted as part of a three-step review process:

1. Final Design Review
2. Construction Monitoring
3. Final Observation

Specific submission requirements and application fees will be determined on a case-by-case basis as required by the nature of the Improvement. Owners and/or Consultants are to contact the Committee to verify whether an Improvement qualifies for the abbreviated design review process. Upon receipt of permission to proceed with an abbreviated process, the Owner and/or Consultant will obtain a list of specific submission requirements from the Committee.

5.4 Actions and Approvals

The Committee's action on matters is to be by a majority vote of the Committee. The Committee will keep and maintain a record of all actions taken by it.

If an Owner disagrees with the Committee's written conclusions from a meeting or application, the Owner and/or Consultant(s) may appeal the decision in accordance with the procedures set forth in the Master Declaration.

The powers of the Committee relating to design review will be in addition to all design review requirements imposed by Summit County.

5.5 Pre-Design Conference

Prior to preparing any drawings for proposed Improvements, Owners, their Architect and Landscape Architect are to meet with a representative of the Committee on the Homesite in question to discuss proposed plans and to resolve any questions regarding building requirements. In some cases, at the discretion of the Committee, this meeting may be conducted by conference call.

This meeting will initiate the review and approval process. The parameters and directives identified at each Pre-Design Conference remain valid for one year. If the submittal of a preliminary design does not occur within twelve months of the Pre-Design Conference, a supplementary Pre-Design Conference may be required to review any changes in site conditions and/or revisions to the Design Guidelines.

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5.6 Preliminary Design Review

The Preliminary Design Review is to be scheduled within six months of the Pre-Design Conference. During the Preliminary Design Review, the Committee will review application submissions to ensure that:

- All structures are sited to step with the topography, blend into the landscape and minimize grading and site impact.

- The transition between the building and the surrounding environment accomplishes the intent and specifics of the Guidelines.

- Building massing, roofs, materials and other site and architectural Improvements are consistent with the Design Guidelines and any adjacent buildings and/or outdoor amenities.

5.6.1 Conceptual Submissions (Optional)

Owners and/or their Consultants may choose to submit sketches and/or conceptual designs for Committee feedback prior to submitting for Preliminary Design Review. On sensitive sites and projects, the Committee may, at its discretion, require an Owner to submit conceptual plans for review prior to Preliminary Design Review. These conceptual designs may then be submitted to Summit County as part of a Sketch Plan application prior to the Preliminary Design Review Submission to the DRC.

5.6.2 Preliminary Design Review Submission Materials

The Preliminary Design Review package is to adequately convey (as appropriate and applicable) existing site conditions, constraints, building orientation and design, vehicular and pedestrian access, the proposed use of exterior materials and the conceptual landscape design. All plans are to be prepared by qualified design professionals.

The package is to include two full-size and two half-size sets of plans and accompanying documents.

Applications are to be submitted a minimum of 14 working days prior to the desired meeting date. A preliminary design submittal will not be considered complete until the Committee has received the following materials:

1. Application Form and Fee – a completed application form as obtained from the DRC office. At this time the design review fee is to be paid in full.

2. Property Survey – (Scale as appropriate for parcel) a property survey prepared by a licensed surveyor indicating property boundaries, the Improvement Envelope, the area of the property and the Improvement Envelope, all easements of record, utility locations and any significant drainages, as applicable.

3. Site Plan – (Scale as appropriate for parcel) showing the location of the Improvement Envelope, existing topography, proposed grading, Area of Disturbance, conceptual drainage, the building outline, proposed finished floor elevations, garage and guest parking, driveway, snow push zones and storage areas, terraces, patios, fire pits, tree and vegetation coverage, and any other special site features.

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4. Floor Plans – (1/8" = 1'-0" minimum scale) for all proposed structures, including proposed uses; wall, door and window locations; overall dimensions; finished floor elevations; and total square footage of all floors; roof pitches; and the location of chimneys, satellites and other roof projections.

5. Roof Plans – (1/8" = 1'-0" minimum scale) for all proposed structures, including roof pitches, materials and the location of chimneys, satellites, solar panels and other roof projections.

6. Exterior Elevations – (1/8" = 1'-0" minimum scale) showing both existing and proposed grade lines, plate heights, ridge heights, roof pitch, roof projections (chimneys, vents, satellites, solar panels) and a preliminary indication of all exterior materials and colors. In addition to black and white elevations, one unbound set is to be rendered in color and illustrate shadows.

7. Site and or Building Sections – (Scale as Appropriate) showing proposed buildings in relation to the surrounding site, including adjacent buildings and roads, Building Heights, finished floor elevations, existing and finished grades. This drawing is to clearly indicate how the proposed design conforms to Building Height requirements.

8. Conceptual Landscape Plan – (1" = 10'-0" minimum scale) a conceptual plan showing irrigated areas, conceptual drainage courses, planting areas, a preliminary plant list, extent of lawns, areas to be revegetated, water features, patios, decks, courtyards, schematic utility layout, service areas and any other significant design elements.

The Committee reserves the right to amend Preliminary Design Review submission requirements on a case-by-case basis as required by conditions and considerations particular to each Parcel or Homesite and/or Improvements. Once a complete submission has been received, the Committee will notify the Owner in writing of its receipt and schedule the Homesite for the next available Preliminary Design Review meeting.

5.6.3 Preliminary Design Review Meeting

Upon receipt of a complete submission, the Preliminary Design Review will be scheduled for the next available meeting. The Committee will review and comment on the application at the meeting and will subsequently provide the Owner with the conclusions of the meeting in writing within 14 days of the meeting. Corrected materials are to be provided to the Committee within 30 days of issuance of the meeting's conclusion. A second review meeting may be necessary to review corrected and/or new materials. An additional design review fee may be required by the Committee for any resubmission

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5.7 Final Design Review

The Final Design Review is to be scheduled within six months of Preliminary Design Review approval. During the Final Design Review, the Committee will review plan submissions to ensure that:

- Any critical issues discussed at the Preliminary Design Review have been addressed and resolved.
- Building details, materials and colors are appropriate for the site and comply with the Design Guidelines.
- All other Improvements are designed in accordance with the Design Guidelines.

5.7.1 Final Design Review Submission Materials

The Final Design Review package is to adequately convey (as appropriate and applicable) existing site conditions, constraints, building orientation and proposed Improvements. All plans are to be prepared by qualified design professionals.

The package is to include two full-size and two half-size sets of plans and accompanying documents. Applications are to be submitted a minimum of 14 working days prior to the desired meeting date. A Final design submittal will not be considered complete until the Committee has received the following materials:

1. Application Form – a completed application form as obtained from the Committee office.

2. Site Plan – (Scale as appropriate for parcel) showing location of the Improvement Envelope, existing topography, proposed grading, Area of Disturbance, all buildings, finished floor elevations, the driveway, address marker, culverts, drainage channels, parking area, outdoor areas, fire pits, snow push zones and storage areas, utility sources and connections, site walls and any other Improvements, as appropriate.

3. Grading, Drainage and Erosion Control Plans – (Scale as appropriate for parcel) showing existing and proposed grades, all drainage structures and/or other drainage design solutions. Plans are to also indicate the size of stockpiles, where they are to be located on the Construction Site and the length of time they will remain. The extent and location of sediment fencing and measures taken to control erosion during grading and construction are also to be indicated.

4. Landscape Plans – (Scale as appropriate for parcel) including proposed plant materials, sizes, and locations; vegetation to be removed; areas of planting, water features, patios, decks, courtyards, utility layout, service areas and any other significant design elements; top and bottom of wall elevations; and material specifications.

5. Lighting Plan – (1/8" = 1'-0" minimum scale) including locations of all exterior architectural and landscape light fixtures. Cut sheets are to be submitted for all proposed fixtures and bulb types, including wattage specifications.

6. Floor Plans – (1/8" = 1'-0" minimum scale) for all proposed structures, including proposed uses; wall, door and window locations; overall dimensions; finished floor elevations and the total square footage of all floors.

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7. Roof Plans – (1/8" = 1'-0" minimum scale) for all proposed structures, including roof pitches, materials and the location of chimneys, satellites, solar panels and other roof projections.

8. Building Sections – (1/8" = 1'-0" minimum scale) indicating existing and proposed grades and finished floor, ceiling plate and ridgeline elevations.

9. Exterior Elevations – (1/8" = 1'-0" minimum scale) showing both existing and proposed grade lines, ridge heights, roof pitch, roof projections (chimneys, vents satellites, solar panels) exterior materials and colors. In addition to black and white elevations, one unbound set is to be rendered in color and illustrate shadows.

10. Details – (1/4" = 1'-0" minimum scale) details of doors, windows, rafter tails, rails, wall openings, retaining walls, address marker identification sign (if proposed) and other architectural elements that establish and further describe the character and overall style of the house.

11. Sample Board – samples of all exterior materials and colors, including:

- Roofs - Stone treatments
- Wall siding - Exterior trim
- Windows - Doors
- Fences - Railings
- Paving

12. Construction Schedule – include start and completion dates for both construction and landscape installation.

5.7.2 Final Design Review Meeting

Upon receipt of a complete submission, the Final Design Review will be scheduled for the next available meeting. The Committee will review and comment on the application at the meeting and will subsequently provide the Owner with the conclusions of the meeting in writing within 14 days of the meeting.

Corrected materials are to be provided to the Committee within 30 days of issuance of the meeting's conclusion. A second review meeting may be necessary to review corrected and/or new materials. An additional design review fee may be required by the Committee for any resubmission.

Final design approval must be obtained from the Committee prior to submitting to Summit County for all applicable building permits. Final design approval is valid for 8 months from the date of notification. If final design approval expires, all approvals are revoked and Owners shall repeat the Final Design Review unless waived by the Committee.

5.8 Summit County Approval

The Owner is to apply for all applicable building permits from Summit County. Any adjustments to Committee-approved plans required by the County are to be submitted to the Committee for review and approval prior to commencing construction. The issuance of any approvals by the Committee does not imply corresponding compliance with the legally required demands of other agencies. No materials, tools, temporary offices or portable toilets, excavation or construction equipment or similar materials or equipment may be delivered to the site prior to the issuance of all building Permit(s) and completion of the Pre-Construction Conference.

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5.9 Subsequent Changes

Subsequent construction, landscaping or other changes in the intended Improvements that differ from approved final design documents, sample boards or the mock-up are to be submitted to the Committee for review and approval prior to making changes.

5.10 Construction Review Observations

During construction, the Committee will check construction to ensure compliance with approved final design documents. These observations are specified in Section 2 of this Appendix. If changes or alterations have been found that have not been approved, the Committee will issue a Notice to Comply.

5.11 Notice to Comply

When as a result of construction monitoring/observations the Committee finds changes and/or alterations that have not been approved or a non-compliance with the Construction Guidelines, the Committee will issue a Notice to Comply within three (3) working days of the observation. The Committee will describe the specific instances of non-compliance and will require the Owner to comply or resolve the discrepancies.

The Committee reserves the right to issue a "stop work" order in cases of severe non-compliance.

5.12 Compliance Certificate

Construction is to be completed within 18 months of commencement. Upon completion of construction, the Owner and/or Contractor are to give written notice to the Committee requesting a Final Observation. The Committee will make a final inspection of the property within 7 days of notification. If construction is complete and in compliance with Committee-approved plans and the Design Guidelines, the Committee will issue a Compliance Certificate (subject to completion of landscape installation) within this same 7-day period. The Owner is not to take occupancy of any Improvement(s) until final construction approval is obtained from the Committee. If it is found that the work was not done in compliance with the approved final design documents, the Committee will issue a Notice to Comply, specifying the particulars of noncompliance, within 7 working days of the observation. All non-complying Improvements are to be promptly corrected within 30 days of the observation.

The Compliance Deposit will be released within 30 days of the Committee's issuance of the Compliance Certificate.

5.13 Right of Waiver

The Committee has the authority to approve deviations from portions of the Guidelines that are not mandated by Summit County. Any request to deviate from these Guidelines will be evaluated at the sole discretion of the Committee. Prior to the Committee approving any deviation from the Design Guidelines, it must be demonstrated that the proposal is consistent with the overall objectives of the Guidelines and will not adversely affect adjacent properties or Silver Creek Village as a whole.

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5.14 Non-Waiver, No Inadvertent Precedents

The Committee's approval of any plans, drawings or specifications for any work done or proposed shall not be deemed to constitute a waiver of any right to withhold approval of any similar plan, drawing or specification subsequently or additionally submitted for approval. For example, the Committee may disapprove an item shown in the final design submittal even though it may have been evident and could have been, but was not, disapproved at the Preliminary Design Review. Failure to enforce any of these Design Guidelines shall not constitute a waiver of same. An oversight by the Committee of non-compliance at any time during the review process, construction process or during its final inspection does not relieve the Owner/Developer from compliance with these Guidelines and all other applicable codes, ordinances and laws.

5.15 Design Review Schedule

The Committee will make every reasonable effort to comply with the time schedule for design review. However, the Committee will not be liable for delays that are caused by circumstances beyond its control. The Committee will provide design review according to the following schedule:

5.15.1 Pre-Design Conference

- Meeting requested at least 14 working days prior to the desired meeting date.

5.15.2 Preliminary Design Review

- Application documents to be submitted at least 14 working days prior to the desired meeting date and within eight months of the Pre-Design Conference.

- Written comments provided to Owner within 14 days of meeting.

- A second review meeting may be necessary to review corrected and/or new materials. Corrected materials will be provided to the Committee within a minimum of 30 days.

5.15.3 Final Design Review

- Application documents to be submitted 14 working days prior to the desired meeting date and within eight months of preliminary design approval.

- Written comments provided to Owner within 14 days of meeting.

- A second review meeting may be necessary to review refinements, revisions and/or new materials. These materials will be provided to the Committee within 30 days.

5.15.4 Minor Improvement

- Application documents to be submitted a minimum of 14 working days prior to the next scheduled Committee meeting and within eight months of final design approval.

- Written comments from the Committee meeting provided to Owner within 30 days of receipt of submission.

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5.15.5 Building Permits

- Owner applies to Summit County for all applicable building and use permits.

5.15.6 Construction Monitoring

- Pre-Construction Conference request submitted at least 7 working days prior to the desired meeting date.
- Site Observation request submitted at least 7 working days prior to the desired meeting date.

5.15.7 Final Observations

- Final Construction Observation within 30 days of receipt of written request and prior to request for a Certificate of Occupancy.
- Compliance Certificate issued within 30 days of request for Final Construction Observation.
- Notice to comply issued within 7 days of observation.

5.15.8 Release of Compliance Deposit

- Compliance Deposit released within 30 days of issue of Compliance Certificate.

5.16 Application Fees

In order to defray the expense of reviewing plans, monitoring construction and related data, and to compensate consulting Architects, Landscape Architects and other professionals, the Committee has established a total design review fee for the Design Review Process payable upon submittal of the initial project application. Fees for resubmission may also be required by the Committee on a case-by-case basis. Application fees may be amended from time to time, as needed. A current fee schedule may be obtained from the Committee office.

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LEED 2009 for Neighborhood Development
Project Scorecard

Project Name:
Date:

Yes	?	No	Smart Location and Linkage	27 Points Possible
			Prereq 1 Smart Location	Required
			Prereq 2 Imperiled Species and Ecological Communities	Required
			Prereq 3 Wetland and Water Body Conservation	Required
			Prereq 4 Agricultural Land Conservation	Required
			Prereq 5 Floodplain Avoidance	Required
			Credit 1 Preferred Locations	10
			Credit 2 Brownfield Redevelopment	2
			Credit 3 Locations with Reduced Automobile Dependence	7
			Credit 4 Bicycle Network and Storage	1
			Credit 5 Housing and Jobs Proximity	3
			Credit 6 Steep Slope Protection	1
			Credit 7 Site Design for Habitat or Wetland and Water Body Conservation	1
			Credit 8 Restoration of Habitat or Wetlands and Water Bodies	1
			Credit 9 Long-Term Conservation Management of Habitat or Wetlands and Water Bodies	1

Yes	?	No	Neighborhood Pattern and Design	5 Points Possible
			Prereq 1 Walkable Streets	Required
			Prereq 2 Compact Development	Required
			Prereq 3 Connected and Open Community	Required
			Credit 1 Walkable Streets	12
			Credit 2 Compact Development	6
			Credit 3 Mixed-Use Neighborhood Centers	4
			Credit 4 Mixed-Income Diverse Communities	7
			Credit 5 Reduced Parking Footprint	1
			Credit 6 Street Network	2
			Credit 7 Transit Facilities	1
			Credit 8 Transportation Demand Management	2
			Credit 9 Access to Civic and Public Spaces	1
			Credit 10 Access to Recreation Facilities	1
			Credit 11 Visitability and Universal Design	1
			Credit 12 Community Outreach and Involvement	2
			Credit 13 Local Food Production	1
			Credit 14 Tree-Lined and Shaded Streets	2
			Credit 15 Neighborhood Schools	1

Yes	?	No	Green Infrastructure and Buildings	29 Points Possible
			Prereq 1 Certified Green Building	Required
			Prereq 2 Minimum Building Energy Efficiency	Required
			Prereq 3 Minimum Building Water Efficiency	Required
			Prereq 4 Construction Activity Pollution Prevention	Required

Yes	?	No	Green Infrastructure and Buildings, Continued	
			Credit 1 Certified Green Buildings	5
			Credit 2 Building Energy Efficiency	2
			Credit 3 Building Water Efficiency	1
			Credit 4 Water-Efficient Landscaping	1
			Credit 5 Existing Building Use	1
			Credit 6 Historic Resource Preservation and Adaptive Reuse	1
			Credit 7 Minimized Site Disturbance in Design and Construction	1
			Credit 8 Stormwater Management	4
			Credit 9 Heat Island Reduction	1
			Credit 10 Solar Orientation	1
			Credit 11 On-Site Renewable Energy Sources	3
			Credit 12 District Heating and Cooling	2
			Credit 13 Infrastructure Energy Efficiency	1
			Credit 14 Wastewater Management	2
			Credit 15 Recycled Content in Infrastructure	1
			Credit 16 Solid Waste Management Infrastructure	1
			Credit 17 Light Pollution Reduction	1

Yes	?	No	Innovation and Design Process	6 Points
			Credit 1.1 Innovation and Exemplary Performance: Provide Specific Title	1
			Credit 1.2 Innovation and Exemplary Performance: Provide Specific Title	1
			Credit 1.3 Innovation and Exemplary Performance: Provide Specific Title	1
			Credit 1.4 Innovation and Exemplary Performance: Provide Specific Title	1
			Credit 1.5 Innovation and Exemplary Performance: Provide Specific Title	1
			Credit 2 LEED® Accredited Professional	1

Yes	?	No	Regional Priority Credit	4 Points
			Credit 1.1 Regional Priority Credit: Region Defined	1
			Credit 1.2 Regional Priority Credit: Region Defined	1
			Credit 1.3 Regional Priority Credit: Region Defined	1
			Credit 1.4 Regional Priority Credit: Region Defined	1

Yes	?	No		
0	0	0	**Project Totals (Certification estimates)**	110 Points

Certified: 40-49 points, **Silver:** 50-59 points, **Gold:** 60-79 points, **Platinum:** 80+ points

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2012

ICC 700-2012 National Green Building Standard™

Developer Scoring Report - Land Development

Revised March 13, 2014

Community Name: 0 **Project Status:** 0

Total Points: 0 **Level Achieved:** None

GREEN BUILDING PRACTICES	Points Available	Documentation Required	Points Claimed	Info Required	DEVELOPER NOTES/COMMENTS
400 SITE DESIGN AND DEVELOPMENT					
400.0 Intent. This section applies to land development for the eventual construction of buildings or additions thereto that contain dwelling units. The rating earned under Section 303 based on practices herein, applies only to the site as defined in Chapter 2. The buildings on the site earn their own performance level by complying with the provisions of Section 303, 304, 305 or 306, as applicable.					
401 LOT SELECTION					
401.0 Intent. The site is selected to minimize environmental impact by one or more of the following:					
401.1 Infill site. An infill site is selected.	7	None.		Explain Infill status:	
401.2 Greyfield site. A greyfield site is selected.	7	Local gov't documentation that site is classified as greyfield.			
401.3 Brownfield site. A brownfield site is selected.	8	EPA map or local gov't documentation that site is classified as brownfield.			
401.4 Low-slope site. A site with an average slope calculation of less than 15% is selected.	5	Site plan with contor lines. If low slope is not obvious, engineer's calculation of average slope.			
402 PROJECT TEAM, MISSION STATEMENT AND GOALS					
402.0 Intent. The site is designed and constructed by a team of qualified professionals trained in green development practices.					
402.1 Team. 1) A knowledgeable team is established. 2) Team member roles are identified with respect to green lot design, preparation, and development. 3) The project's green goals and objectives are written into a mission statement.	4	Mission statement, written team member roles, and specific green responsibility assignments.		List team members:	
402.2 Training. Training is provided to on-site supervisors and team members regarding the green development practices to be used on the project.	3	Written description of training and training schedule for green development practices.		Describe training:	
402.3 Project checklist. A checklist of green development practices to be used on the project is created, followed, and completed by the project team regarding the site.	Mandatory 4	Green development practice checklist and current status for review by verifier.			
402.4 Development agreements. Through a developer agreement or equivalent, the developer requires purchasers of lots to construct the buildings in compliance with this Standard (or equivalent) certified to a minimum bronze rating.	6	Developer Agreement or Equivalent			
403 SITE DESIGN					
403.0 Intent. The project is designed to avoid detrimental environmental impacts, minimize any unavoidable impacts, and mitigate for those impacts that do occur. The project is designed to minimize environmental impacts and to protect, restore, and enhance the natural features and environmental quality of the site. (Note: To acquire points for the design, the intent of the design must be implemented.)					
403.1 Natural resources. Natural resources are conserved by one or more of the following:					
(1) A natural resources inventory is used to create site plan.	Mandatory 5	Natural resources inventory for this site.		List top 3 priority resources to	
(2) A plan to protect and maintain priority natural resources/areas during construction is created. (Also see Section 404 for guidance in forming the plan.)	Mandatory 5	Natural resources protection and maintenance plan.			
(3) Member of builder's project team participates in a natural resources conservation program.	4	List of team members, program name, and their level of participation.		Describe participation:	
(4) Streets, buildings, and other built features are located to conserve high priority vegetation.	4	Site plan showing location of high priority vegetation and locations of proposed improvements.			

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Community Name: 0				Project Status: 0	
Total Points: 0				Level Achieved: None	
GREEN BUILDING PRACTICES	Points Available	Documentation Required	Points Claimed	Info Required	DEVELOPER NOTES/COMMENTS
403.2 Building orientation. A minimum of 75 percent of the building sites are designed with the longer dimension of the structure to face within 20 degrees of south.	6	Identify on the site plan all building sites where the longer dimension of the structure will be within 20 degrees of south.			
403.3 Slope disturbance. Slope disturbance is minimized by one or more of the following:					
(1) Hydrological/soil stability study is completed and used to guide the design of all buildings on the site.	5	Completed hydrological/soil stability study.		Steep slope / hydrological study done by:	
(2) All or a percentage of roads are aligned with natural topography to reduce cut and fill.					
(a) 10 percent to 25 percent	1	Engineer's statement or report indicating the percent of roads aligned with natural topography that reduce cut and fill by at least 10% over other alternatives providing a similar number of lots.		Describe nature and extent of slope on total site and steps taken to minimize disturbance:	
(b) 25 percent to 75 percent	4				
(c) greater than 75 percent	6				
(3) Long-term erosion effects are reduced by the use of clustering, terracing, retaining walls, landscaping, and restabilization techniques.	6	None.		Describe steps taken to reduce erosion:	
403.4 Soil disturbance and erosion. A site Stormwater Pollution Prevention Plan (SWPPP) is developed in accordance with applicable stormwater Construction General Permits. The plan includes one or more of the following:					
(1) Construction activities are scheduled to minimize length of time that soils are exposed.	4	Scheduling documentation showing steps taken to minimize soil exposure.		Describe steps taken to minimize exposure:	
(2) Utilities are installed by alternate means such as directional boring in lieu of open-cut trenching. Shared easements or common utility trenches are utilized to minimize earth disturbance. Low ground pressure equipment or temporary matting is used to minimize excessive soil consolidation.	5	Utility construction plans showing boring, common utility trenches, and/or shared easements needed to reduce soil disruption and erosion. Scope of work of utility contractors requiring measures to minimize excessive soil compaction.		Describe alternate utility approaches taken:	
(3) Limits of clearing and grading are demarcated in the plan.	4	Site specific development plan showing limits of clearing and grading.			
403.5 Stormwater management. Stormwater management design includes one or more of the following low-impact development techniques:					
(1) Natural water and drainage features are preserved and used.	7	Site specific development plan showing how natural water and drainage features are preserved and used.		Describe natural features used for storm water management:	
(2) Vegetative swales, French drains, wetlands, drywells, rain gardens, and similar infiltration features are used.	6	Site specific storm water management plan that minimizes concentrated flows and uses vegetative swales, French drains, wetlands, drywells, rain gardens and/or other similar features.			

Unofficial Copy

Community Name: 0				Project Status: 0	
Total Points: 0				Level Achieved: None	
GREEN BUILDING PRACTICES	Points Available	Documentation Required	Points Claimed	Info Required	DEVELOPER NOTES/COMMENTS
(3) Permeable materials are selected/specified for common area roads, driveways, parking areas, walkways, and patios.					
(a) 10 percent to 25 percent permeable	2	Site specific development plan delineating areas of roads, driveways, parking areas, walkways, and patios. Includes identification of all locations of permeable materials & type. Includes calculation showing percentage of permeable materials used.		Developer's calculated % of permeable materials used:	
(b) 25 percent to 75 percent permeable	5				
(c) greater than 75 percent permeable	8				
(4) Stormwater management practices are selected/specified that manage rainfall on-site and prevent the off-site discharge from all storms up to and including the volume of the 95th percentile storm event.	7	Stormwater Management Plan with engineer's calculation for 95th percentile storm.			
(5) A hydrologic analysis is conducted that results in the design of a stormwater management system that maintains the pre-development (stable, natural) runoff hydrology of the site throughout the development or redevelopment process. Post construction runoff rate, volume, and duration do not exceed predevelopment rates.	7	Hydrologic Study / Analysis			
(6) Stormwater management features/structures are designed for the reduction of nitrogen, phosphorus, and sediment.	7	Stormwater Management Plan and engineer's statement regarding nitrogen, phosphorous, and sediment.			
403.6 Landscape plan. A landscape plan is developed to limit water and energy use while preserving or enhancing the natural environment. Examples of techniques may include, but are not limited to, one or more of the following:					
(1) A plan is formulated to restore or enhance natural vegetation cleared during construction. Landscaping is phased to coincide with achievement of final grades to ensure denuded areas are quickly vegetated.	6	Site specific landscaping plan identifies areas to be restored/enhanced. Evidence that landscaping is scheduled to occur reasonably soon after achievement of final site grades.		Describe landscape plans including extent of areas to be landscaped:	
(2) On-site native or regionally appropriate trees and shrubs are conserved, maintained and reused for landscaping to the greatest extent possible.	6	Site specific landscaping plan that indicates which trees and/or vegetation are conserved or to be re-used.			
(3) Turf grass species, other vegetation, and trees that are native or regionally appropriate for local growing conditions are selected.	5	Site specific landscaping plan specifying native/regionally appropriate grass, trees, & other vegetation to be used.			
(4) The percentage of all turf areas are limited as part of the landscaping.					
(a) 0 percent or EPA WaterSense Water Budget Tool is used to determine the maximum percentage of turf areas	6	Calculated total of turf areas as a percentage of the entire **landscaped area** of the site development or WaterSense Budget Tool		Developer's calculated % of turf area =	
(b) greater than 0 percent to less than 20 percent	5				
(c) 20 percent to less than 40 percent	3				
(d) 40 percent to 60 percent	2				
(5) Plants w/ similar watering needs are grouped (hydrozoning).	4	Plan with locations/types of plants grouped by similar watering needs.			
(6) Species/locations for tree planting identified/utilized to increase summer shading of streets, parking areas, and buildings and moderate temperatures.	5	Plan with locations and species of trees intended to provide summer shading of streets, parking areas and buildings.			
(7) Vegetative wind breaks or channels are designed as appropriate to local conditions.	4	Site specific landscaping plan showing the location of vegetative wind breaks.			

Unofficial Copy

Community Name: 0			Project Status: 0		
Total Points: 0			Level Achieved: None		
GREEN BUILDING PRACTICES	Points Available	Documentation Required	Points Claimed	Info Required	DEVELOPER NOTES/COMMENTS
(8) On-site tree trimmings or stump grinding of regionally appropriate trees are used to provide protective mulch during construction or as base for walking trails, and cleared trees are recycled as sawn lumber or pulp wood.	4	Construction and Demolition Plan for this development that indicates how and when tree trimmings and other clearing debris will be re-used.			
(9) An integrated common area pest management plan to minimize chemical use in pesticides and fertilizers is developed.	4	Documented pest management plan minimizing use of pesticides & fertilizers to control pests and unwanted vegetation.			
(10) Plans for the common area landscape watering system include a weather-based or moisture-based controller. Required irrigation systems should be designed in accordance with the Irrigation Association's *Turf and Landscape Best Management Practices* .	6	Plans/documentation for watering system per the practice designed per the Irrigation Association's *Turf and Landscape Best Management Practices.*			
(11) Trees that might be lost due to site grading are preserved by the use of retaining walls or tree wells.	4	Site plan showing the trees requiring tree wells or retaining walls.			
(12) Greywater irrigation systems are used to water common areas. Greywater used for irrigation conforms to all criteria of Section 802.1.	7	Irrigation Plan showing grey water distribution areas.			
(13) Cisterns, rain barrels, and similar tanks are designed to intercept and store runoff. These systems may be above or below ground, and they may drain by gravity or be pumped. Stored water may be slowly released to a pervious area, and/or used for irrigation of lawn, trees, and gardens located in common areas.	6	Site plan showing the locations of the collection devices or sytems.			
403.7 Wildlife habitat. Measures are planned that will support wildlife habitat.	6	Documentation in the site development plans for the location and type of wildlife habitat support measures.		Describe steps taken to support wildlife:	
403.8 Operation and maintenance plan. An operation and maintenance plan (manual) is prepared and outlines ongoing service of common open space, utilities (storm water, waste water), and environmental management activities.	6	Operation and maintenance manual.		Describe extent of plan and who has responsibility for the ongoing implementation:	
403.9 Existing buildings. Existing building(s) and structure(s) is/are preserved, reused, modified, or disassembled for reuse or recycling of building materials.	8	Site development plan identifying all existing buildings and structures that are to be preserved, re-used, modified, or disassembled for re-use or recycling of bldg materials.		Describe existing structures that have been reused:	
403.10 Existing and recycled materials. Existing or recycled materials are used as follows. **(Points awarded for every 10 percent of total building materials that are reused, deconstructed, and/or salvaged. The percentage is consistently calculated on a weight, volume, or cost basis.)**					
(1) Existing pavements, curbs, and aggregates are salvaged or reincorporated into the development.		Tabulation of all existing or recycled pavement, curbs, asphalt, concrete, and aggregates salvaged or reincorporated as a percentage of the project total for all pavements, curbs, and aggregates. The			

Unofficial Copy

Community Name: 0				Project Status: 0	
Total Points: 0				Level Achieved: None	
GREEN BUILDING PRACTICES	Points Available	Documentation Required	Points Claimed	Info Required	DEVELOPER NOTES/COMMENTS
(2) Recycled asphalt or concrete is utilized in the project.	3	pavements, curbs, and aggregates. The percentage of each type of materials can be combined; the percentage should be rounded down to the nearest 10% to determine the points.			
403.11 Environmentally sensitive areas. Environmentally sensitive areas as follows:					
(1) Environmentally sensitive areas including steep slopes, prime farmland, critical habitats, and wetlands are avoided as follows:					
(a) < 25 percent of site undeveloped	2	Site plan showing locations/description of environmentally sensitive areas to be avoided.		Describe size/type of area avoided:	
(b) 25 percent - 75 percent of site undeveloped	4				
(c) > 75 percent of site undeveloped	7				
(2) Compromised environmentally sensitive areas are mitigated or restored.	4	Plan showing locations of compromised environmentally sensitive areas that have been mitigated or restored. Before and after photos.		List total acres mitigated or restored, acres mandated & describe type/extent:	
404.0 Intent. Environmental impact during construction is avoided to the extent possible; impacts that do occur are minimized, and any significant impacts are mitigated.					
404.1 On-site supervision and coordination. On-site supervision and coordination is provided during clearing, grading, trenching, paving, and installation of utilities to ensure that specified green development practices are implemented. (also see Section 403.4)	5	Daily log showing consistency of on-site supervision.		Supervisor's name:	
404.2 Trees and vegetation. Designated trees and vegetation are preserved by one or more of the following:					
(1) Fencing or equivalent is installed to protect trees and other vegetation.	4	None		Describe steps taken:	
(2) Trenching, significant changes in grade, compaction of soil, and other activities are avoided in critical root zones (canopy drip line) in "tree save" areas.	5	None		Describe steps taken:	
(3) Damage to designated existing trees and vegetation is mitigated during construction through pruning, root pruning, fertilizing, and watering.	4	Pruning, root pruning, fertilizing, and watering invoices.		Describe steps taken:	
404.3 Soil disturbance and erosion. On-site soil disturbance and erosion are minimized by one or more of the following:					
(1) Limits of clearing and grading are staked out prior to construction.	5	None			
(2) "No disturbance" zones are created using fencing or flagging to protect vegetation and sensitive areas from construction vehicles, material storage, and washout.	4	None			
(3) Sediment and erosion controls are installed and maintained.	5	Approved sediment and erosion control plan.		Describe steps taken:	
(4) Topsoil is stockpiled and covered with tarps, straw, mulch, chipped wood, vegetative cover, or other means capable of protecting it from erosion for later use to establish landscape plantings.	5	None			

Unofficial Copy

Community Name: 0			Project Status: 0		
Total Points: 0			Level Achieved: None		
GREEN BUILDING PRACTICES	Points Available	Documentation Required	Points Claimed	Info Required	DEVELOPER NOTES/COMMENTS
(5) Soil compaction from construction equipment is reduced by distributing the weight of the equipment over a larger area by laying lightweight geogrids, mulch, chipped wood, plywood, OSB (oriented strand board), metal plates, or other materials capable of weight distribution in the pathway of the equipment.	4	Scopes of work or contract documents that require soil compaction reducing measures on the site.		Describe steps taken to meet this practice:	
(6) Disturbed areas are stabilized within the EPA recommended 14-day period.	4	Development schedule showing stabilization of disturbed areas within 14 days.			
(7) Soil is improved with organic amendments and mulch.	4	Scopes of work or contract documents that requires improving soil with organic amendments and mulch.		Describe steps taken:	
404.4 Wildlife habitat. Measures are implemented to support wildlife habitat.					
(1) Wildlife habitat is maintained.	5	Site development plan showing habitat areas to be maintained.		Describe steps taken:	
(2) Measures are instituted to establish or promote wildlife habitat.	5	List of measures to be instituted to establish or promote wildlife habitat.		Describe steps taken:	
(3) Open space is preserved as part of a wildlife corridor.	6	Site development plan showing open space corridors to be preserved.			
(4) Builder or member of builder's project team participates in a wildlife conservation program.	5	Documentation about team member's participation in wildlife conservation programs.		List Team member(s) participating & Name program:	
405 INNOVATIVE PRACTICES					
405.0 Intent. Innovative site design, preparation, and development practices are used to enhance environmental performance. Waivers or variances from local development regulations are obtained, and innovative zoning practices are used to implement such practices, as applicable.					
405.1 Driveways and parking areas. Driveways and parking areas are minimized by one or more of the following:					
(1) Off-street parking areas are shared or driveways are shared; on-street parking is utilized; and alleys (shared common area driveways) are used for rear-loaded garages.	5	Site development plans showing shared driveways in single family areas and/or calculation showing parking provided for multi-family does not exceed local requirements. Plan shows location of structured parking.			
(2) In multi-unit projects, parking capacity is not to exceed the local minimum requirements.	5				
(3) Structured parking is utilized to reduce the footprint of surface parking areas.					
(a) 25 percent to less than 50 percent reduction	3				
(b) 50 percent to 75 percent reduction	5				
(c) greater than 75 percent reduction	8				
405.2 Street widths.					
(1) Street pavement widths are the minimized per local code and are in accordance with the table below: Collector street with parking (one side only) - 31 ft Collector street without parking - 26 ft Local access with parking (one side only) - 27 ft Local access street without parking - 20 ft Queuing (one-lane) streets with parking - 24 ft Alleys & queuing (one-lane) streets without parking - 17 ft	6	Site development plan showing widths of collector streets, local access streets, & queuing streets with & without parking are consistent with maximum widths shown in table.			

Unofficial Copy

Community Name: 0			Project Status: 0		
Total Points: 0			Level Achieved: None		
GREEN BUILDING PRACTICES	Points Available	Documentation Required	Points Claimed	Info Required	DEVELOPER NOTES/COMMENTS
(2) A waiver was secured by the developer from the local jurisdiction to allow for construction of streets below minimum width requirement.	8	Waiver from local jurisdiction.			
405.3 Cluster development. Cluster development enables and encourages flexibility of design and development of land in such a manner as to preserve the natural and scenic qualities of the site by utilizing an alternative method for the layout, configuration and design of lots, buildings and structures, roads, utility lines and other infrastructure, parks, and landscaping.	10	Site plan with explanation of how the natural & senic qualities were preserved.			
405.4 Zoning. Innovative zoning techniques are implemented in accordance with the following:					
(1) Innovative zoning ordinances or local laws are used or developed for permissible adjustments to population density, area, height, open space, mixed-use, or other provisions for the specific purpose of open space, natural resource preservation or protection and/or mass transit usage. Other innovative zoning techniques may be considered on a case-by-case basis.	8	Evidence of development ordinance, waivers, or variances approved by the local jurisdiction.		Describe steps taken to meet this practice:	
(2) An increase to the permissible density, area, height, use, or other provisions of a local zoning law for a defined green benefit.	7	Statement and site plan from qualified professional that environmental effects were minimized and infrastructure is available and adequate.		Describe steps taken to meet this practice:	
(3) Place-based amenities such as plazas, squares, and attached greens located around civic, commercial, and mixed-use property are accessible by sidewalks, on-street parking, or provide for bike racks for the purpose of promoting higher density living.	7	List of community based amenities provided to promote higher density living.		Describe steps taken to meet this practice:	
405.5 Wetlands. Constructed wetlands or other natural innovative wastewater treatment technologies are used.	8	Plans showing constructed wetlands or other innovative wastewater technologies and documentation that a qualified contractor completed an approved installation.		Describe steps taken to meet this practice:	
405.6 Mass transit. Mass transit access is provided in accordance with one or more of the following:					
(1) A site is selected with a boundary within one-half mile (805 m) of pedestrian access to a mass transit system or within five miles of a mass transit station with available parking.	5	Map that defines distance to pedestrian access to mass transit system or distance to nearest mass transit station with available parking.		List distance to mass transit and Name/type of mass transit	
(2) A site is selected where all lots within the site are located within one-half mile (805 m) of pedestrian access to a mass transit system.	7				
(3) Walkways, bikeways, street crossings, and entrances designed to promote pedestrian activity are provided. New buildings are connected to existing sidewalks and areas of development.	5	Walkway and bikeway plan on site development plan and show connections to			

Unofficial Copy

Community Name: 0				Project Status: 0	
Total Points: 0				Level Achieved: None	
GREEN BUILDING PRACTICES	Points Available	Documentation Required	Points Claimed	Info Required	DEVELOPER NOTES/COMMENTS
(4) Bicycle parking and racks are indicated on the site plan and constructed for mixed-use, multi-family buildings, and/or common areas.	4	local area network.			
(5) Bike sharing programs participate with the developer and facilities for bike sharing are planned for and constructed.	5	Evidence of particpation in sharing programs.			
(6) Car sharing programs participate with the developer and facilities for bike sharing are planned for and constructed.	5				
405.7 Density. The average density on a net developable area basis is:					
(1) 7 to less than 14 dwelling units per acre (per 4,047 m2)	5	Planner's calculation of density.		Net Developable	
(2) 14 to less than 21 dwelling units per acre (per 4,047 m2)	7			#DIV/0!	
(3) 21 or greater dwelling units per acre (per 4,047 m2)	10			Dwelling Units:	
405.8 Mixed-use development. (1) Mixed-use development is incorporated, or (2) for single-use sites 20 acres or less in size with boundaries adjacent to a site with a minimum of two uses containing retail, services, and employment where a pedestrian network of streets, sidewalks, pathways, or plazas exists that connects a majority of lots within the site with the adjacent non-residential multi-use site.	9	None.			
405.9 Open space. A portion of the gross area of the community is set aside as open space. **(Points awarded for every 10 percent of the community set aside.**	5	Calculation showing percent of area set aside.			
405.10 Community garden(s). A portion of the site is established as a community garden(s) for the residents of the site to provide local food production for residents or area consumers.	3	None.			
		Total Points Claimed	0		
		Rating Level for Total Points Claimed	None		

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01025271 Page 182 of 252 Summit County

2012

Revised March 13, 2014

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NGBS Scoring for LAND DEVELOPMENT
ICC 700-2012 National Green Building Standard™

SCORING & SIGNATURE PAGE - NATIONAL GREEN BUILDING STANDARD - LETTER OF DESIGN REVIEW APPROVAL

Developer/Applicant:	0
Location (with Zip Code) of the Development:	0
Community Name:	0
Phase(s) or Section(s) Proposed for Certification:	0

Provide a brief description below of the development (acres/lots/general description, existing/new, completion date, etc):

0

Scoring Summary

Chapter 4:
Green Subdivision Category
Site Design and Development

Performance Level Points			
One Star	**Two Stars**	**Three stars**	**Four Stars**
95	122	149	176
		Points Claimed	**0**
		Points Awarded at Design Review	**0**

DESIGN REVIEW SIGN OFF

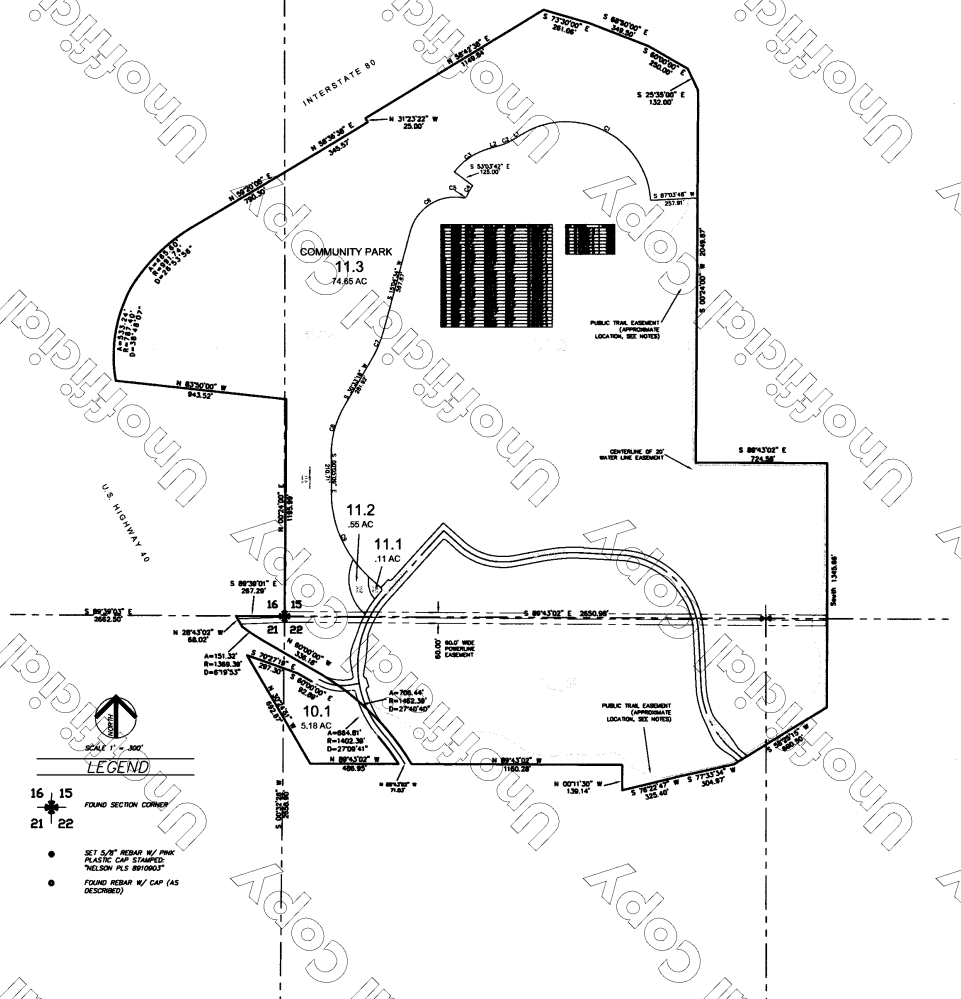
To be Completed by the Developer	To be Completed by Verifier
I certify that the green practices claimed in this scoring report have been incorporated in the plans for this development and the company is committed to constructing the development as planned. I authorize Verifier to submit this report to the Home Innovation to begin the certification process for this development. ☐ I authorize the Home Innovation to issue a Letter of Approval for this development plan. Please send the Letter to:	I have reviewed the site plans and supporting documentation and have verified that the plan is eligible for certification at the level noted provided construction implements the plan. ☐ I have not provided any services other than verification for this development. ☐ I have provided the following services in addition to verification for this development:
I authorize the following method for delivery of the Letter of Approval: ☐ **US Mail** ☐ **Overnight ($30 fee)**	Review Date: Start Time: End Time:
Signature	Signature
Printed Name	Printed Name
Date	Date
Contact Name	Verifier Phone
Contact Phone	Verifier email
Contact Email	Level Achieved (subject to Home Innovation review) ☑ 1 Star ☐ 2 Stars ☐ 3 Stars ☐ 4 Stars

Verifier to email this report to VerificationReport@HomeInnovation.com
Included are: ☐ Verification Report ☐ Signatures in Design Review Sign Off ☐ Site plan overview ☐ Start/Finish Times

SILVER CREEK VILLAGE PHASE 1 ROAD AND PARK DEDICATION PLAT

LOCATED IN SECTIONS 15, 16, 21 & 22, TOWNSHIP 1 SOUTH, RANGE 4 EAST, SALT LAKE BASE AND MERIDIAN SUMMIT COUNTY, UTAH

SHEET 1 OF 3



V3 MAY 26, 2015

Composite Parcel

A tract of land located in the Southeast Quarter (SW¼), the South Half of the Northwest Quarter (S2NW¼) and the Southwest Quarter of the Southeast Quarter (SW¼SE¼) of Section 15, the Southeast Quarter (SE¼) of Section 16, and the Northeast Quarter of the Northeast Quarter (NE¼NW¼) and the Northwest Quarter of the Northeast Quarter (NW¼NE¼) of Section 22, all in Township 1 South, Range 4 East, Salt Lake Base and Meridian, Summit County, Utah described as follows:

BEGINNING AT the corner common to Sections 15, 16, 21 and 22 in Township 1 South, Range 4 East, Salt Lake Base and Meridian, and running thence North 00°24'00" East 1185.99 feet (1183.81 feet by deed) to a point 1162.00 feet southerly measured perpendicularly to the southerly right of way line of Utah Department of Transportation Highway Project No. s 76-D and 76(14), said point also being the southeast corner of that certain tract of land described in Book 113 at Page 481 of deeds in the Summit County Recorder records; thence North 83°50'00" West 843.52 feet along the south line of said tract to a point on the eastern of right of way line of a frontage road described in Book 1311 at Page 188 of said records, said point also being on a non-tangent 787.40 foot radius curve to the right; thence northerly 555.24 feet along the arc of said curve through a central angle of 38°45'07", said arc having a chord bearing North 09°26'53" East 543.91 feet to a point on the southerly right of way line of Interstate Highway I--80, Project No. I--80--4(31), said point also being on a non-tangent 991.74 foot radius curve to the right; following said I--80 right of way line the following six courses: (1) northeasterly 465.80 feet along the arc of said curve through a central angle of 26°53'56", said arc having a chord bearing North 45°09'40" East 461.53 feet, (2) North 58°43'08" East 790.30 feet, (3) thence North 00°38'38" East 345.57 feet, (4) North 31°23'22" West 25.00 feet, (5) North 58°43'38" East 983.38 feet, and (6) continuing along said line North 58°43'38" East 168.45 feet to the southwesterly line of that certain parcel described in Book 430 at Page 42 of deeds in the Summit County records; thence along the south-easterly boundaries of said parcel the following four courses: (1) South 13°30'00" East 261.08 feet (South 73°51'14" East 279.26 feet by deed); (2) South 68°30'00" East 349.50 feet (South 69°11'14" East 348.50 feet by deed); (3) south 80°30'00" East 250.00 feet (South 80°21'14" East 250.00 feet by deed); and (4) South 25°35'00" East 132.00 feet (South 25°36'14" East 132.00 feet by deed); thence leaving said deed line South 00°24'00" West 2048.87 feet (South 00°02'46" West 2011.61 feet by deed) along the west line of that certain Snyderville Basin Water Reclamation District parcel described in Book 880 at Pages 373-377 of deeds in the Summit County records; thence South 89°43'02" East 724.56 feet (East 748.50 feet by deed) along the south line of said parcel to the east line of that certain parcel described in Book 264 at Page 367 of said records; thence South 1345.68 feet (1351.86 feet by deed) along said east line to northeast corner of Lot 5, Plat, "C" Amended, Silver Creek Commerce Center; thence along the northerly boundary of said Plat "C" Amended, Silver Creek Commerce Center South 58°25'15" West 305.74 feet to the Easterly right of way line of Silver Creek Drive and the northerly boundary of Plat "A" Silver Creek Commerce Center; South 58°25'15" West 73.13 along said northerly boundary to the northwesterly corner of Lot 48 of the Silver Creek Commerce Center Lot 4 Amended Plat; thence along said boundary of Lot 48 South 58°25'15" West 21.63 feet; thence continuing along said boundary of Lot 48 South 77°32'47" West 304.97 feet; thence continuing along said boundary of Lot 48 South 76°22'47" West 88.54 feet to a point on the northerly boundary of Lot 2A of Amended Plat of Lots 2 and 3 Silver Creek Commerce Center; thence leaving said Lot 48 and along said northerly boundary of Lot 2A South 76°22'47" West 235.86 feet to a point on the boundary of Amended Silver Creek Business Park; thence leaving said Lot 2A and along said boundary of Amended Silver Creek Business Park North 00°11'30" West 139.14 feet; thence continuing along said boundary of Amended Silver Creek Business Park North 89°43'02" West a distance of 1160.28 feet to a point on a non-tangential 1452.39 foot radius curve to the left, center bears South 58°40'55" West; thence along the arc of said curve through a central angle of 27°40'40", 702.44 feet; thence North 80°00'00" West 335.18 feet to a point on a 1368.39 foot radius curve to the right, thence along the arc of said curve through a central angle of 08°18'53", 151.32 feet; thence North 28°43'02" West 68.02 feet; thence South 89°38'03" East 267.26 feet along the south section line of Section 16 to the point of BEGINNING, containing 2.39.48 acres.

Together with a parcel beginning at a point South 89°43'02" East 147.30 along said southerly section line of Section 16 and South 00°16'58" West 811.72 feet from said corner common to Sections 15, 16, 21 and 22, said point also being on the northerly boundary of Lot 8 of the Amended Silver Creek Business Park; thence leaving said point of beginning and said northerly boundary North 30°24'31" West 682.67 feet; thence South 70°23'16" East 287.30 feet; thence South 60°00'01" East 92.89 feet to a point on a 1405.37 foot radius curve to the right, thence along the arc of said curve through a central angle of 27°05'42", 664.81 feet to a point on said northerly boundary of Lot 8; thence along said northerly boundary North 89°43'02" West 486.95 feet to said point of beginning, containing 4.86 acres, more or less.

NOTES:

1. This plat is recorded in connection with the approval of the Development Agreement for the Silver Creek Village Specially Planned Area (Development Agreement) pertaining to property contemporaneously with this plat and it is the intent of the owners hereof to dedicate Parcels 11.3 and 10.1 hereof to the Snyderville Basin Special Recreation District ("Basin Recreation") in accordance with said agreement. The Parcels 11.1, 11.2, 11.3, 10.2 and 10.1 shown hereon are consistent with the parcels described in the Development Agreement and depicted on the "Land Use Plan" attached as an exhibit to said agreement.

2. The community trail depicted hereon and dedicated herewith is subject to the provisions described in the Public Trail Easement Agreement ("Trail Agreement") between one of the above-described owners and Basin Recreation, which Trail Agreement allows for the relocation of the trail depicted hereon in accordance with its terms. The Trail Agreement will be recorded nearly contemporaneously with this plat and with the Summit County Recorder.

SUMMIT COUNTY HEALTH DEPARTMENT APPROVAL

Approved and accepted this ____ day of _____ 2015.

Summit County Health Department Director

UTILITY EASEMENT APPROVAL

The utility easements shown hereon have been approved and accepted this ____ day of _____ 2015.

by Rocky Mountain Power,
A division of PacifiCorp.,
Authorized Agent

SNYDERVILLE BASIN WATER RECLAMATION DISTRICT

Reviewed for conformance to Snyderville Basin Water Reclamation District Standards on this ____ day of _____ 2015.

S.B.W.R.D.

SNYDERVILLE BASIN SPECIAL RECREATION DISTRICT

Approved and accepted this ____ day of _____ 2015.

Authorized Representative

SUMMIT COUNTY PUBLIC WORKS APPROVAL

Approved and accepted this ____ day of _____ 2015.

Summit County Public Works Department,
Public Works Director

MOUNTAIN REGIONAL WATER SPECIAL SERVICE DISTRICT

Approved and accepted this ____ day of _____ 2015.

Mountain Regional Water Special Service District

Exhibit L

OWNERS DEDICATION AND CONSENT TO RECORD

KNOW ALL MEN BY THESE PRESENT that the undersigned owners of the herein described tract of land to be known hereafter as

Silver Creek Village Phase 1 Road and Park Dedication Plat

do hereby dedicate for perpetual use of the public, subject to all interests of record, all streets shown on this plat as intended for public use, and do further dedicate certain public, non-exclusive easements as shown hereon for the use of Snyderville Basin Special Recreation District, a Utah political subdivision; Mountain Regional Water Special Service District, a Utah political subdivision; and Rocky Mountain Power, a regulated public utility, for the purpose of providing access for utility installation, maintenance, use and replacement.

In witness whereof, this ____ day of _____ 2015.

LIBERTY CAPITAL LENDING, LLC, a Utah limited liability company

By: _____
Matt Lowe, Member

STATE OF UTAH)
) ss.
COUNTY OF _____)

The foregoing Silver Creek Village Phase 1 Road and Park Dedication Plat was duly acknowledged before me this ____ day of _____ 20___ by Matt Lowe, Member, Liberty Capital Lending, LLC.

_____
Notary Public

GAYLE LARSEN,

By: _____
Gayle Larsen

STATE OF _____)
) ss.
COUNTY OF _____)

The foregoing Silver Creek Village Phase 1 Road and Park Dedication Plat was duly acknowledged before me this ____ day of _____ 20___ by Gayle Larsen.

_____
Notary Public

SURVEYOR'S CERTIFICATE

I, MARTINA NELSON do hereby certify that I am a Professional Land Surveyor licensed in the State of Utah, that I hold Certificate No. 8910903 as prescribed under the laws of the State of Utah, that I have made and/or supervised the survey of the land shown and described on this Master Plat, that this Master Plat is a true and correct representation of the land surveyed, and that this Master Plat has been prepared in conformity with the minimum standards and requirements of the law.

_____
Martina Nelson, PLS

_____
Date

PARK CITY FIRE SERVICE DISTRICT NOTES:

Combustible Roofing Material – Roofing materials must be non-combustible and approved by the PCFSD. No wood shake roofing material will be permitted.

Fire Department Access Roads – An all-weather fire department access road is required to be installed and made serviceable prior to the issuance of a building permit and/or combustible construction being initiated. The all-weather fire department access road is to be maintained at all times during construction. In the event that the all-weather access road is not maintained, the Fire District reserves the right to stop work until required roads are placed back in service.

Water Supplies for Fire Protection – Water supplies required for fire protection are to be installed and made serviceable prior to the issuance of a building permit and/or combustible construction being initiated. In the event that the fire protection water supply is not maintained, the Fire District reserves the right to stop work until the required water supply for fire protection is placed back in service. Water supplies for fire protection must be clearly identified in a manner to prevent obstruction by parking and/or other obstructions. Each water supply for fire protection must be marked with an approved flag to identify its location during winter conditions.

Automatic Fire Sprinkler Systems – All dwellings, guest houses and out buildings over 750 square feet must be constructed with a Fire Sprinkler system installed as required and approved by the PCFSD. In some instances, building materials will be Fire Sprinkled depending on the fire hazard rating, types of existing vegetation, fuel break clearing limits, slope degree and orientation or types of building materials being used.

PARK CITY FIRE SERVICE DISTRICT APPROVAL

Approved and accepted this ____ day of _____ 2015.

Park City Fire Service District, Fire Marshal

Questar approves this plat solely for the purposes of approximating the location, boundaries, course and dimensions of its rights-of-way and easements and its existing facilities. This approval shall not be construed to warrant or verify the precise location of such forms. The rights-of-way and easements are subject to numerous restrictions appearing on the recorded Right-of-Way and Easement Grant(s) or by prescription. Questar may require additional easements in order to serve this development. This approval does not constitute abrogation or waiver of any other existing rights, obligations or liabilities including prescriptive rights and other rights, obligations or liabilities provided by law or equity. This approval does not constitute acceptance, approval or acknowledgment of any terms contained in the plat, including those set forth in the Owners' Dedication or the Notes, and does not constitute a guarantee of particular terms or conditions of natural gas service. For further information, including information related to allowed activities within rights of way, please contact Questar's Right-of-Way department at 1-800-366-8532.

Approved this ____ day of _____ 2015.

Questar Gas Company

By: _____

Title: _____

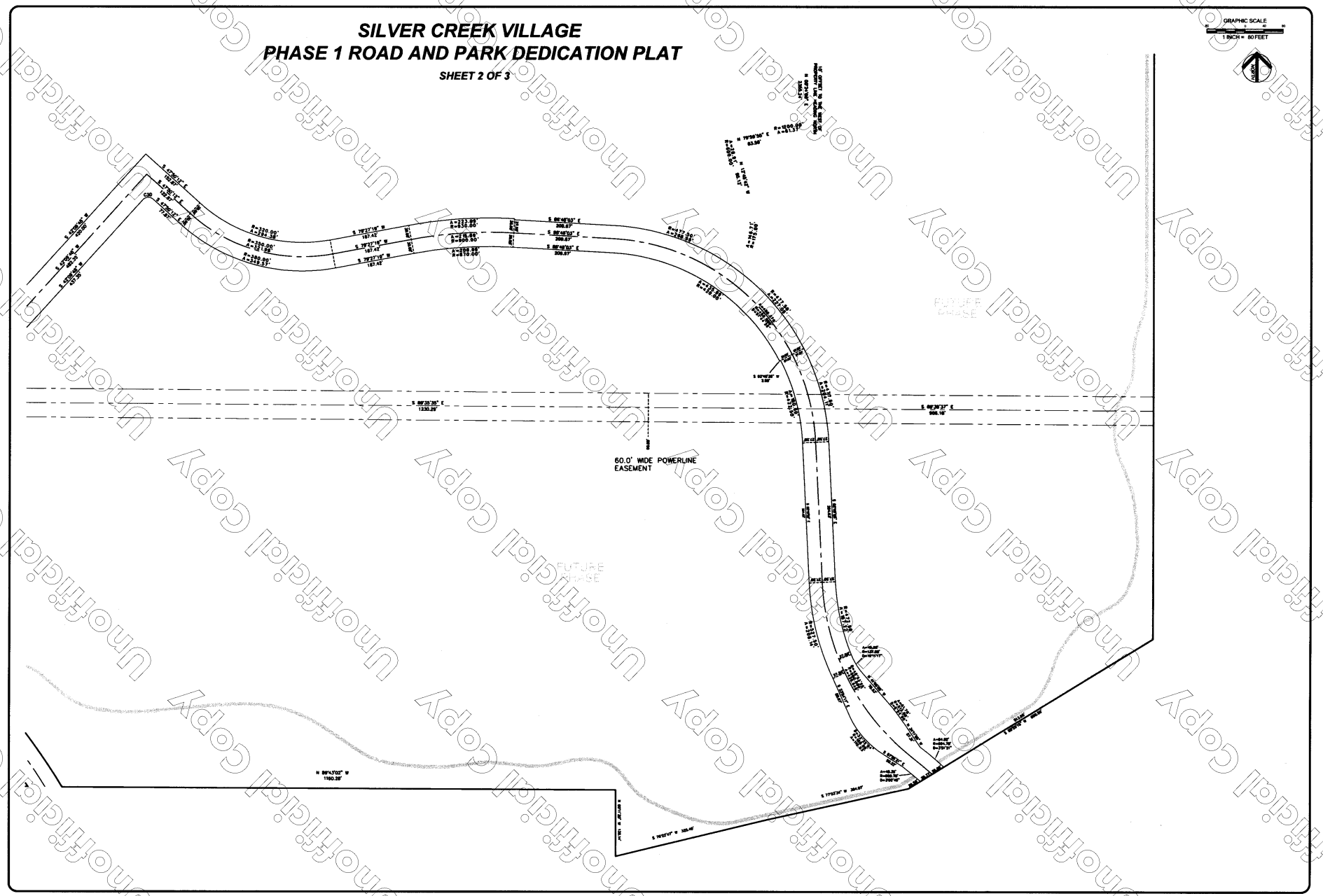
Park City Surveying
P.O. Box 682993
Park City, UT 84068
(435)649-2515
(435)649-4637 fax

COUNTY ASSESSOR	COUNTY ENGINEER	APPROVAL & ACCEPTANCE	APPROVAL AS TO FORM	RECORDED
APPROVED AND ACCEPTED BY: _____ HEREBY CERTIFY THAT ALL TAXES, INTEREST AND PENALTIES OWING ON THE LAND INCLUDED IN THIS PLAT HAVE BEEN PAID.	I HEREBY CERTIFY THAT I HAVE HAD THIS PLAT EXAMINED BY THIS OFFICE AND IT IS CORRECT IN ACCORDANCE WITH INFORMATION ON FILE IN THIS OFFICE.	ON BEHALF OF THE SUMMIT COUNTY COUNCIL THIS ____ DAY OF _____ 2015 AT WHICH TIME THIS SUBDIVISION WAS APPROVED AND ACCEPTED.	APPROVED AS TO FORM THIS ____ DAY OF _____, 2015.	ENTRY NUMBER: _____ BOOK _____ PAGE: _____ STATE OF UTAH, COUNTY OF _____ DATE: _____ TIME: _____ FEE PAID: _____ RECORDED AND FILED AT THE REQUEST OF:
_____ COUNTY ASSESSOR DATE	_____ COUNTY ENGINEER DATE	_____ ATTEST COUNTY CLERK BY SUMMIT COUNTY MANAGER	_____ COUNTY ATTORNEY	_____ COUNTY RECORDER

Unofficial Copy

SILVER CREEK VILLAGE
PHASE 1 ROAD AND PARK DEDICATION PLAT

SHEET 2 OF 3



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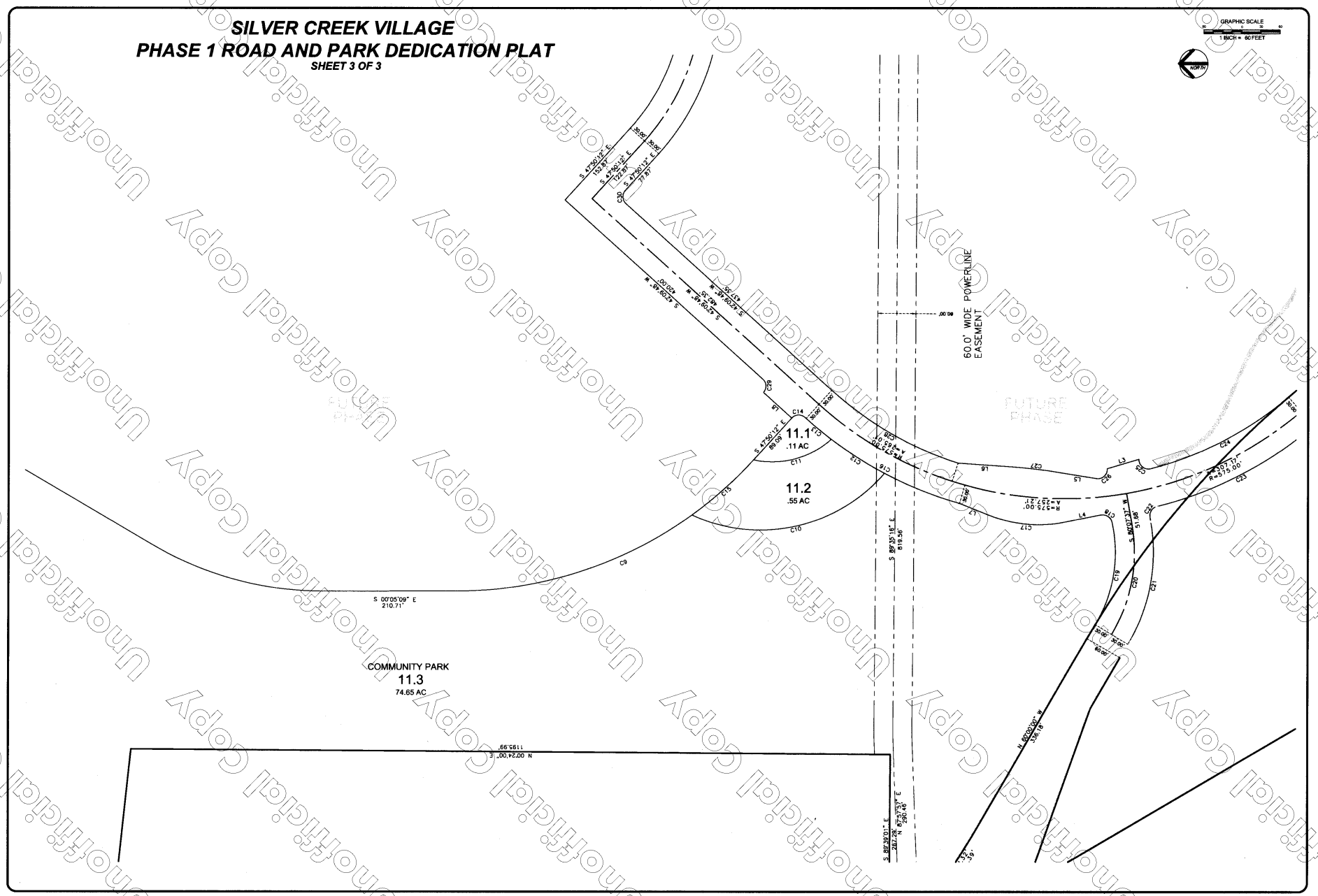
SILVER CREEK VILLAGE
PHASE 1 ROAD AND PARK DEDICATION PLAT
SHEET 3 OF 3



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MEMORANDUM OF UNDERSTANDING FOR THE SILVER CREEK VILLAGE SPECIALLY PLANNED AREA COMMUNITY PARK DEDICATION AND DEVELOPMENT AND MAINTENANCE RESPONSIBILITIES

THIS MEMORANDUM OF UNDERSTANDING ("MOU") is made and entered into this _____ day of _____ 2015 (the "Effective Date"), by and among SNYDERVILLE BASIN SPECIAL RECREATION DISTRICT, a Utah political subdivision ("BASIN RECREATION"); LIBERTY CAPITAL LENDING, LLC, a Utah limited liability company ("LIBERTY"); and GAYLE LARSEN, an individual ("LARSEN").

This MOU is made with reference to the following facts:

A. Liberty and Larsen (the "Developers") are the owners of certain undeveloped real property in the Snyderville Basin, Summit County and the State of Utah. The Developers have negotiated and entered into a Development Agreement for the Silver Creek Village Specially Planned Area with Summit County (the "Development Agreement"); and,

B. In accordance with the Development Agreement, the Developers have agreed to convey and transfer to Basin Recreation for a community park and passive open space Parcel 11.3 identified in the Development Agreement; and,

C. Basin Recreation has agreed to accept Parcel 11.3 and other property interests described below from Developers for the purpose of constructing, operating and maintaining community recreation facilities and open space for the public; and,

D. In the Development Agreement, Developers are required to provide easements for portions of the Community Trail (including the trail spurs to two existing pedestrian tunnels) to be located outside of property owned, or to be owned, by Basin Recreation; and,

E. Developers have further agreed to pay to construct the Community Trail and certain Neighborhood Trail segments as described in the Development Agreement and this MOU; and,

F. All parties to this MOU agree that a comprehensive plan for park and trail development within the Silver Creek Village will benefit each party and the public and all parties desire to achieve economic efficiencies in planning and constructing the recreational amenities and facilities as more fully set forth below; and,

G. Developers have agreed to modify the grading and drainage at the existing tunnel under Highway 40 to eliminate silt and debris build up within the time frame set forth in the Development Agreement, and to have the Community Trail connect to the existing tunnel, which tunnel is sometimes referred to as the Highland Estates Pedestrian Tunnel.

NOW THEREFORE, in consideration of the contractual commitment of the Developers and Summit County in the Development Agreement, and the mutual promises and covenants of the parties herein set forth, the parties agree as follows:

1. Definition and Description of Parties and Terms

a. "Basin Recreation" shall mean the Snyderville Basin Special Recreation District, a Utah body politic, whose principal address is:
c/o District Administrator
5715 Trailside Drive
Park City, UT 84098

b. "Developers" shall mean Liberty Capital Lending, a limited liability company whose principal address is:
c/o Matt Lowe
6028 South Ridgeline Drive
Ogden, Utah 84405

and Gayle Larsen, whose principal address is:
c/o Gayle Larsen
4310 Santa Maria Street
Coral Gables, FL 33146

c. "Development Agreement" shall mean the Development Agreement for the Silver Creek Village Specially Planned Area and Summit County Ordinance No. 840, dated June 3, 2015.

d. Capitalized terms in this MOU that are not defined herein shall have the same meanings as found in the Development Agreement.

2. Purpose of this Memorandum of Understanding: This MOU is intended to identify the terms and conditions of the Silver Creek Village SPA Community Park Parcel dedicated by the Developers to Basin Recreation as described in the Silver Creek Village SPA Development Agreement with Summit County. This MOU: (1) sets forth the form for conveyance of land; (2) identifies provisions relating to the provision of certain water lines to the park parcel; and (3) establishes levels of cooperation in infrastructure design and responsibilities for infrastructure construction, including public trails.

3. Land and Trail Dedication. Within five (5) days of recordation of the Phase 1 Roadway and Community Park Dedication Plat, which plat is to be recorded in accordance with the Development Agreement, Developers shall (i) convey Parcels 11.3 and 10.1 to Basin Recreation in the form of deed attached hereto as Exhibit A, and (ii) execute a Trail Easement Agreement, in the form attached hereto as Exhibit B, conveying a 20' wide trail easement to Basin Recreation over portions of Parcels 2.5, 21.1, 21.2, 22.2 and 23.5 and in the location depicted on the Phase 1 Roadway and Community Park Dedication Plat. Basin Recreation agrees to execute the conveyance instruments referenced in this Section 3 after Developers have executed the same and to cause both the deed and easement agreement to be recorded with the Summit County Recorder.

4. Water, Sewer and Other Utilities. Basin Recreation will be responsible for obtaining water and sewer service and other utilities for its properties, including properties it obtains from Developers. Basin Recreation also will be responsible for paying rates, fees and other charges from such service providers. Developers will provide a stubbed culinary water line to the boundary of Parcel 11.3 at a point coordinated with Basin Recreation. If and when the Developers are able to secure and provide a secondary irrigation water supply generated by a greywater or reclaimed water system located within the Silver Creek Village project, Developers will also provide stubbed secondary water to the boundary of Parcel 11.3 at a point coordinated with Basin Recreation. Developers will also provide gas, electric and communications utility access for Parcel 11.3 as Developer constructs improvements within the road to be constructed along the east boundary of Parcel 11.3. Developers will coordinate the location of all utility stub lines and connections with Basin Recreation. Basin Recreation shall be responsible for the costs of constructing all utility lines and other infrastructure, including, but not limited to, pipes, tanks, facilities, lines, cables and pumps, on the property owned by Basin Recreation, including Parcel 11.3, that Basin Recreation requires for development on its properties.

5. Infrastructure Improvements.

5.1 *Infrastructure Construction.* Basin Recreation will be responsible for constructing all improvements within and on the properties it obtains from Developers, *provided, however*, Developer shall be responsible (i) for paying for the trail construction as described in Section 6 below and (ii) for constructing and paying for utility improvements that are built on Parcels 11.3 or 10.1 that benefit the Developers' properties, including those drainage improvements depicted on Exhibit H-1 of the Development Agreement ("Developer Infrastructure"). Developer agrees to coordinate with Basin before constructing any Developer Infrastructure on Parcels 11.3 and 10.1 so as to minimize impacts to any improvements or plans that Basin may have for those parcels. Developer agrees to relocate the Developer Infrastructure in the event that Basin Recreation's development of Parcel 11.3 would interfere with Developer Infrastructure, including lines, pipes or other infrastructure installed by Developer under

this section. Nothing in this section shall require Developer to relocate the Trail or detention/retention ponds to be constructed in the locations depicted on Exhibit H-1.

5.2 *Potential Reimbursement Agreements.* Developers and Basin Recreation may enter into a future reimbursement agreement to coordinate having Developers, or one of them, construct improvements for Basin Recreation, upon terms set forth in such reimbursement agreement. By way of example, the parties may elect to enter into reimbursement or similar written agreement to have Developer construct the following types of improvements, or perform the following services, on behalf of Basin Recreation: electric utility lines, natural gas utility lines, telephone lines, greywater distribution lines, parking areas, site work including grading, wetland clean-up or enhancements, and land planning and design.

6. Community Trails

6.1 *Trail Construction.* Developers shall construct or provide funds to Basin Recreation to construct (i) the Community Trail described in the Trail Easement Agreement referenced in Section 3 above; and (ii) those portions of the Neighborhood Trails located within Parcel 11.3 as depicted on Exhibit F5 of the Development Agreement. Construction of the Community Trails shall be completed within twenty-four months of execution of the Development Agreement, as required in the Development Agreement.

6.2 *Construction Coordination.* Prior to construction of the Community Trails or Neighborhood Trail segments, the trail alignments shall be marked by a centerline stake and approved by Basin Recreation and the Developer to verify the final location in advance of construction.

6.3 *Improvements Agreement and Financial Assurance.* If Developer is to construct the trails in lieu of providing funds to Basin Recreation to construct them, Developer shall enter into a Development Improvements Agreement to warranty the construction for one (1) year from completion of the particular improvement and post an improvement warranty bond, cash deposit or letter of credit in accordance with Utah Code Ann. § 17-27a-604.5, as may be amended.

6.4 *Construction Standards*. All trails constructed under the provisions of the MOU shall comply with the current public trail construction standards adopted by Basin Recreation. Developer shall install, or pay for the installation of: (i) the segment of the trail between the two tunnels located within Parcel 11.3, which shall be 14 feet wide with 10 feet of asphalt surface and 4 feet of soft surface, and (ii) the remaining Community Trail surfaces which shall be 8 feet wide with a soft surface . To facilitate future potential expansion by Basin Recreation, the 8' wide soft surface trail to be installed by Developer shall be located to one side of the easement with the edge of the trail on the center line of the easement.

6.5 *Trail Signage*. Basin Recreation shall be responsible to construct and maintain signs along the Community Trail as desired. Trail sign locations shall be coordinated and approved by the Developer prior to construction. Trail sign specifications shall match current Basin Recreation sign standards.

7. Successors and Assigns. This MOU shall be binding upon and inure to the benefit of the successors, heirs and assigns of the parties hereto, and to any entities resulting from the reorganization, consolidation, or merger of any party hereto. The obligations of this MOU shall not apply to individual lot owners or owners of commercial or civic parcels within the project but rather shall be the obligation of the Developers.

8. Entire MOU No Third Party Beneficiaries. This MOU constitutes the entire understanding and agreement between the parties, and supersedes any previous agreement, representation, or understanding between the parties relating to the subject matter hereof. There are no third party beneficiaries of this MOU, other than Summit County, which is an express beneficiary herein.

9. Severability. The provisions of this MOU are not severable, and should any provision hereof be deemed void, unenforceable or invalid, such provision shall affect the remainder of this MOU, and shall provide grounds for dissolution of the MOU at the option of the parties in the exclusive discretion of each of them.

10. Waiver. Any waiver by any party hereto of any breach of any kind or character whatsoever by the other party, whether such waiver be direct or implied, shall not be construed as a continuing waiver of or consent to any subsequent breach of this MOU on the part of the other party.

11. Modification. This MOU may not be modified except by an instrument in writing signed by the parties hereto.

12. Governing Law. This MOU shall be interpreted, construed and enforced according to the laws of the State of Utah.

13. Default. In the event of default on the part of any party to this MOU, that party shall be liable for all reasonable costs and expenses incurred by the other parties in enforcing the provisions of this MOU, whether or not legal action is instituted. A party claiming another party is in default under this MOU shall provide written notice of the default and an opportunity to cure before declaring a breach of the MOU or pursuing any legal or equitable remedies. A default under this MOU shall be a default under the Development Agreement and entitle the non defaulting party to the Development Agreement to deliver a notice of default and a demand for cure to the defaulting party in accordance with Section 8.18 of the Development Agreement.

IN WITNESS WHEREOF, BASIN RECREATION AND LIBERTY CAPITAL LENDING, LLC expresses the understanding between the parties as of the date first above written.

Attest:

SNYDERVILLE BASIN SPECIAL RECREATION DISTRICT

_____

By: EXHIBIT

Title: DO NOT SIGN

Unofficial Copy

LIBERTY CAPITAL LENDING, LLC

By: EXHIBIT
DO NOT SIGN

Title: _____

GAYLE LARSEN

By: EXHIBIT
DO NOT SIGN

Unofficial Copy

EXHIBIT A

[Form of Special Warranty Deed for Conveyance of Parcels 11.3 and 10.1]

When recorded, return to:
Wade R. Budge
Snell & Wilmer L.L.P.
15 West South Temple, Suite 1200
Salt Lake City, UT 84101

Send tax notices to:
Snyderville Basin Special Recreation District
Attention: District Administrator
5715 Trailside Drive
Park City, UT 84098

SPECIAL WARRANTY DEED
WITH COVENANTS

THIS INSTRUMENT is entered into as of the ____ day of May, 2015 (**"Effective Date"**), between **LIBERTY CAPITAL LENDING, LLC**, a Utah limited liability company (**"Grantor"**) and **SNYDERVILLE BASIN SPECIAL RECREATION DISTRICT**, a Utah political subdivision with an address of 5715 Trailside Drive, Park City, UT 84098 (**"Grantee"**).

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby conveys and warrants against all who claim by, through, or under the Grantor to Grantee the following real property located in Summit County, Utah (the **"Property"**) and described as follows:

See attached Exhibit A;

TOGETHER WITH all rights and privileged appurtenant thereto; and

RESERVING unto Grantor the right to locate, construct and dedicate to the appropriate public entities utility easements, for underground utilities, as may be necessary for developing the Silver Creek Village as depicted and described in the Development Agreement for the Silver Creek Village Specially Planned Area between the Summit County and Grantor as recorded in the office of the County Recorder, Summit County, Utah ("Development Agreement"); and

FURTHER RESERVING unto Grantor the right to amend any portion of the Development Agreement, without the signature or approval of Grantee, so long as such amendment does not touch or physically impact the Property granted hereby; and

SUBJECT TO all matters of record, including any reservations, easements, covenants, conditions, restrictions, and all other rights or interests of record or enforceable at law or equity; and

IN CONNECTION WITH (and as an integral part of) the conveyance of the Property, Grantor and Grantee agree as follows:

1. Covenant to Comply with Development Agreement. Grantee shall take no actions or construct any improvements which are inconsistent with the Development Agreement, as the same may be amended from time to time, in connection with the development, ownership, use and/or operation the Property granted hereby.

2. No Road Connection. Grantee shall not allow the construction of a through-road or vehicle connection between the frontage road on the western border and the to be constructed road along the eastern border of Parcel 11.3 (included within the Property conveyed hereby); provided, however, that Grantee may establish a paved connection between the aforementioned roads so long as there is a gate to prevent through access other than on an emergency basis.

3. Term. The term of the covenants set forth in this Deed shall continue until the Development Agreement terminates in accordance with its terms.

4. Running of Benefits and Burdens. The covenants, including the burdens stated and implied, touch, concern, and run with the Property and are binding upon the successors-in-title of Grantee.

ENTERED INTO AS OF THE EFFECTIVE DATE.

GRANTOR:

LIBERTY CAPITAL LENDING, LLC, a Utah limited liability company

EXHIBIT
DO NOT SIGN

By: _____
Its: _____

Unofficial Copy

GRANTEE:

SNYDERVILLE BASIN SPECIAL RECREATION DISTRICT, a Utah political subdivision

EXHIBIT

By: _____

Its: DO NOT SIGN

ACKNOWLEDGMENT

STATE OF _____)

: ss.

COUNTY OF _____)

On this ___ day of _____, 20__, personally appeared before me _____, who being duly sworn, did say that he/she is the _____ of Liberty Capital Lending, LLC, and acknowledged to me that the preceding agreement was signed on behalf of said company.

EXHIBIT

_____

NOTARY PUBLIC DO NOT SIGN

ACKNOWLEDGMENT

STATE OF UTAH)

: ss

COUNTY OF SUMMIT)

The foregoing instrument was acknowledged before me this ___day of _____, 201_ by _____, who being duly sworn, did say that he/she is the _____ of Snyderville Basin Special Recreation District, Utah political subdivision, on behalf of said district.

EXHIBIT

DO NOT SIGN

NOTARY PUBLIC

Unofficial Copy

EXHIBIT A
Legal Description of Property

Also known as Parcel 11.3 and 10.1 in the Development Agreement for Silver Creek Village recorded as Entry No._____ in the official records of the Summit County Recorder, Book _____ beginning at Page ___.

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EXHIBIT B

[Form of Trail Easement Agreement]

WHEN RECORDED, PLEASE RETURN TO:
LIBERTY CAPITAL LENDING, LLC
Attention: Matt Lowe
6028 South Ridgeline Drive
Ogden, UT 84405

PUBLIC TRAIL EASEMENT AGREEMENT

This Public Trail Easement Agreement ("Agreement") is made and entered into as of the date of last execution below by and between LIBERTY CAPITAL LENDING, LLC, a Utah limited liability company, and Gayle Larsen ("Developer(s)"), and SNYDERVILLE BASIN SPECIAL RECREATION DISTRICT, a Utah political subdivision ("Basin Recreation").

A. WHEREAS, Developers are the owner of real property known as the Silver Creek Village development located in Summit County, Utah ("Property"); and,

B. WHEREAS, Basin Recreation desires a public recreation trail across and along a portion of the Property; and,

C. WHEREAS, Developers will construct a trail over a portion of the Property in the general area depicted on Exhibit B, the trail is appropriate for such recreational purposes, and the public will not be charged an entry fee to enter and use the trail further defined below; and,

D. WHEREAS, Developers and the County have expressly relied upon the provisions and protections of the Utah Limitation of Land Developer Liability-Public Recreation Act in agreeing to grant public access to the trail over a portion of the Property; and,

E. WHEREAS, Developers and County wish to cooperatively facilitate a trail as described below.

NOW THEREFORE, in consideration of Ten Dollars ($10.00) and the mutual covenants and agreements hereof, the sufficiency and receipt of which are hereby acknowledged, Developer and the County agree as follows:

1. **Grant of Easement**. Developers hereby grant to Basin Recreation, for public use in accordance with this grant, a perpetual non-exclusive easement over the easement area described on the attached **Exhibit A**, for the sole purpose of creating and maintaining a public recreation trail right of way no wider than twenty (20') feet in width ("Trail"), as generally

depicted on the attached **Exhibit B**.

2. **Relocation of Trail Segment**. Basin Recreation shall cooperate with Developer in the relocation of the segment of the Trail depicted on the attached Exhibit C at the time that Developer and the Snyderville Basin Reclamation District are prepared to fill the lake area depicted on Exhibit B with water. Developer shall not be responsible for the costs associated with this trail segment relocation.

3. **Compliance with MOU and Development Agreement**. This Agreement is entered into by Developer to satisfy an obligation set forth in the Development Agreement. Basin Recreation and Developer acknowledge that the obligations set forth in this Agreement are consistent with the terms and obligations between Developers and Basin Recreation in the Memorandum of Understanding dated _____ ("MOU"). .

4. **Construction and Use**. Developers shall construct the Trail as described in the MOU and that Basin Recreation shall otherwise be responsible for the ownership, use and maintenance of the same. The parties agree that the Trail shall be unavailable to and may not be used by motorized vehicles, except for maintenance or emergency use by Basin Recreation or those authorized by Developers. Developers may locate utilities and other infrastructure under and along the Trail in any manner that does not interfere with the Trails use by Basin Recreation. Basin Recreation shall coordinate with Developers, in advance, any pavement of the Trail.

5. **Miscellaneous.**

a. The Developers and Basin Recreation intend and agree that the use of the Trail over portions of Developer's Property shall be for a "Recreational purpose" as defined in Section 57-14-2 of the Utah Code Annotated, and for a "Recreational activity" as defined in Section 78B-4-509 of the Utah Code Annotated.

b. Nothing herein shall constitute a waiver of any portion of the Governmental Immunity Act of Utah, the Utah Limitation of Land Developer Liability-Public Recreation Act, the Recreation Land Use Immunity Act or any defense arising therefrom. Parties enter this Agreement in reliance on the protections of the said laws.

c. Basin Recreation shall, within the limits of the Utah Governmental Immunity Act, defend and indemnify Developers against any liability for damage to life or property arising from public use of the easement under this Agreement.

d. Modification. This Agreement may not be modified except by an instrument in writing signed by the parties hereto.

e. Governing Law. This Agreement shall be interpreted, construed and enforced according to the laws of the State of Utah.

f. This Agreement shall be binding upon and inure to the benefit of the successors, heirs and assigns of the parties hereto, and to any entities resulting from the reorganization, consolidation, or merger of any party hereto.

g. This Agreement, together with the MOU, constitutes the entire understanding and agreement between the parties, and supersedes any previous agreement, representation, or understanding between the parties relating to the subject matter hereof. There are no third party beneficiaries of this Agreement.

DATED this _____ day of _____, 20___.

LIBERTY CAPITAL LENDING, LLC

By: EXHIBIT
Title:
Date: DO NOT SIGN

SNYDERVILLE BASIN SPECIAL RECREATION DISTRICT

By: EXHIBIT
Title:
Date: DO NOT SIGN

GAYLE LARSEN

EXHIBIT
DO NOT SIGN

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COMPANY ACKNOWLEDGMENT

STATE OF _____)
: ss.
COUNTY OF _____)

On this ___ day of _____, 20__, personally appeared before me _____, who being duly sworn, did say that he/she is the _____ of Liberty Capital Lending, LLC, and acknowledged to me that the preceding agreement was signed on behalf of said company.

EXHIBIT
DO NOT SIGN

_____
NOTARY PUBLIC

INDIVIDUAL ACKNOWLEDGMENT

STATE OF _____)
: ss.
COUNTY OF _____)

On this ___ day of _____, 20__, personally appeared before me _____, Gayle Larsen, who acknowledged executing the same.

EXHIBIT
DO NOT SIGN

_____
NOTARY PUBLIC

BASIN RECREATION ACKNOWLEDGMENT

STATE OF UTAH)
: ss
COUNTY OF SUMMIT)

The foregoing instrument was acknowledged before me this ____day of _____, 201_ by _____, who being duly sworn, did say that he/she is the _____ of Snyderville Basin Special Recreation District, Utah political subdivision, on behalf of said district.

EXHIBIT
DO NOT SIGN

_____
NOTARY PUBLIC

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EXHIBIT A
[Legal Descriptions]

[To be added prior to recording]

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EXHIBIT B

[Depiction of Trail]

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EXHIBIT C

[Depiction of Trail Segment to Be Relocated]

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Unofficial Copy

HORROCKS ENGINEERS

To: **Jeff Graham**
Silver Creek Development

From: **John Dorny, P.E.,**
Steven Lord, E.I.T.

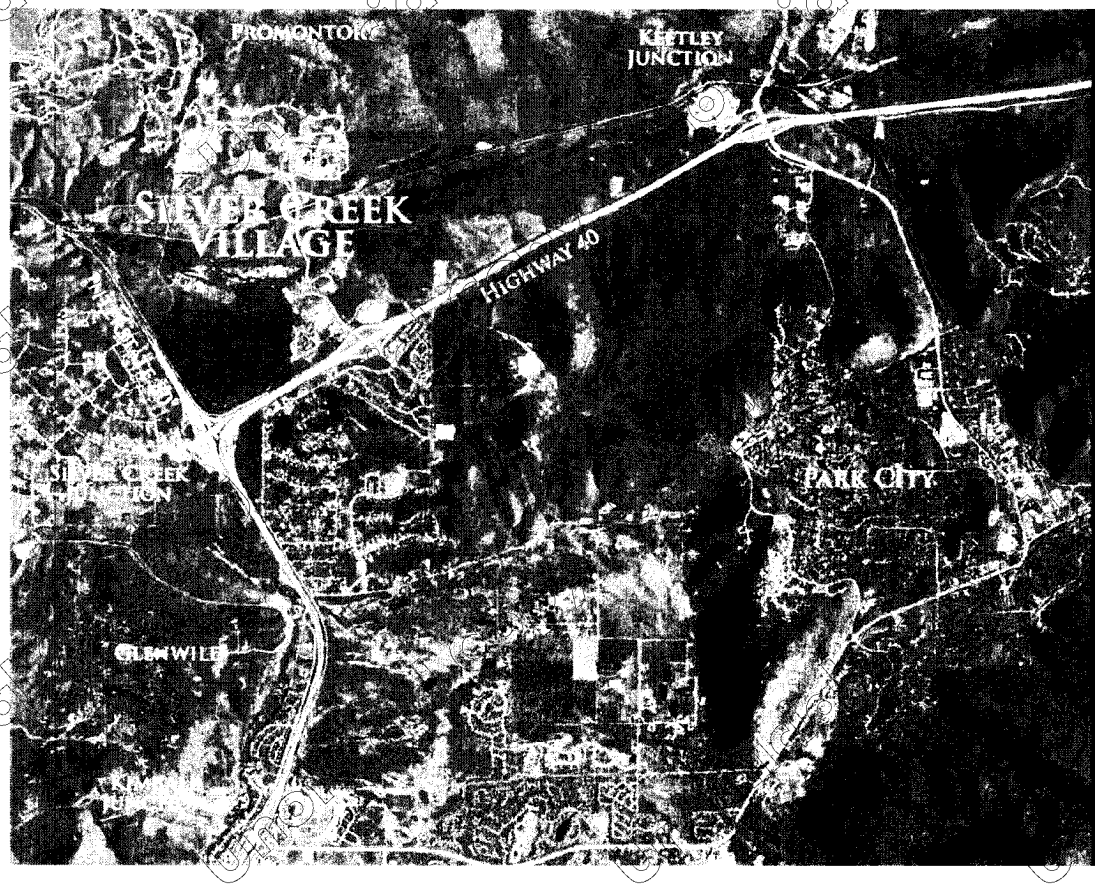
Date: September 8, 2011 **Memorandum**

Subject: **Silver Creek Village Operations Analysis** **JN 964-1109**

Introduction and Purpose

The purpose of this memorandum is to present the findings of an operations analysis of intersections at the vicinity of the Silver Creek Village development in Summit County, Utah. The Silver Creek Village development is planned to be located on the southeast corner of the intersection of US-40 and I-80 (see **Figure 1**).

Figure 1: Site Location

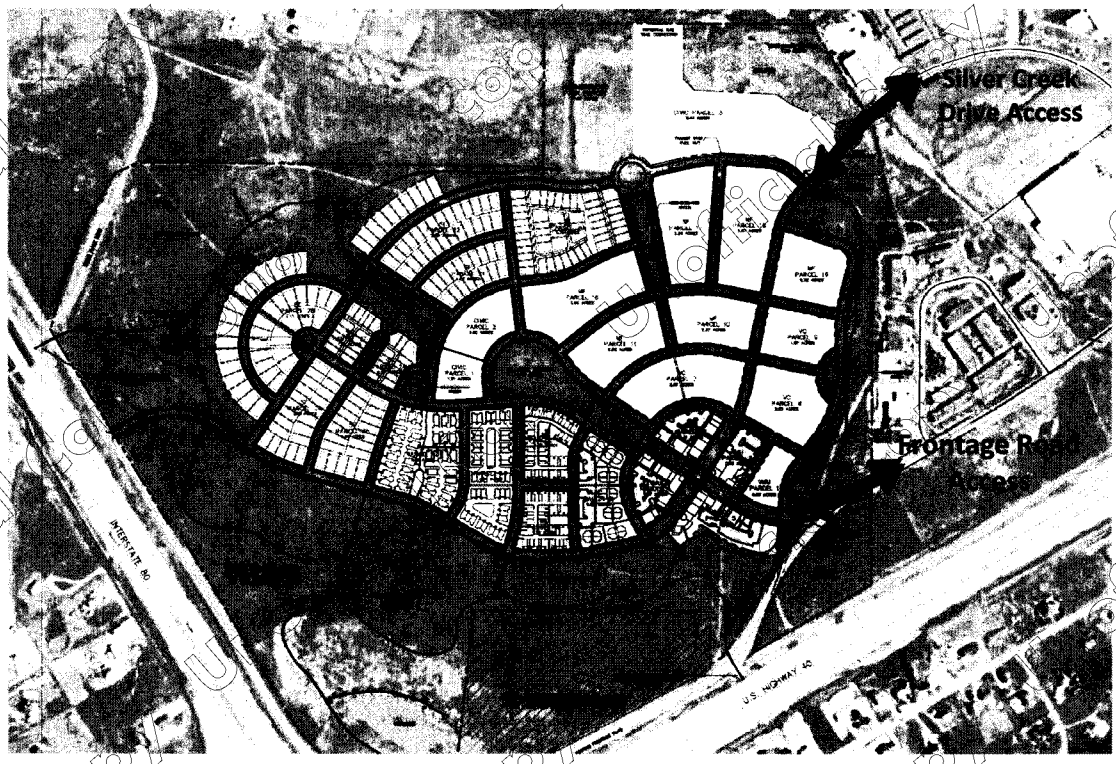


The Silver Creek Village development will be built in phases and consists of a variety of residential and retail buildings. This study does not represent a complete traffic review but rather an evaluation of

2162 W. Grove Parkway, Suite 400 Pleasant Grove, UT 84062 Telephone (801) 763-5100

intersection operations to determine which initial phases will trigger the need for intersection improvements. The proposed site plan and access points are shown in **Figure 2**.

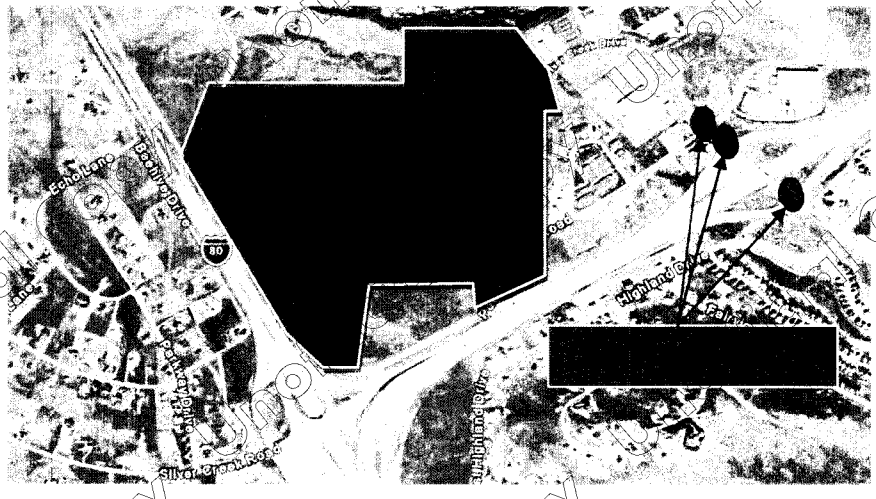
Figure 2: Site Plan and Access Points



Study Area Conditions

The three study intersections include the two US-40 on-ramps and the intersection of Silver Creek Drive and Frontage road. These intersections are located in **Figure 3**.

Figure 3: Study Intersections



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Intersection Geometry

Frontage Road/Silver Creek Drive: This is a four legged un-signalized intersection with Frontage Road being a two-lane road with one left turn lane and one shared thru-right turn lane. Eastbound Silver Creek Drive is a two-lane road with one shared left-thru lane and one right turn lane. Westbound Silver Creek Drive is a two-lane road with one shared left-thru-right lane.

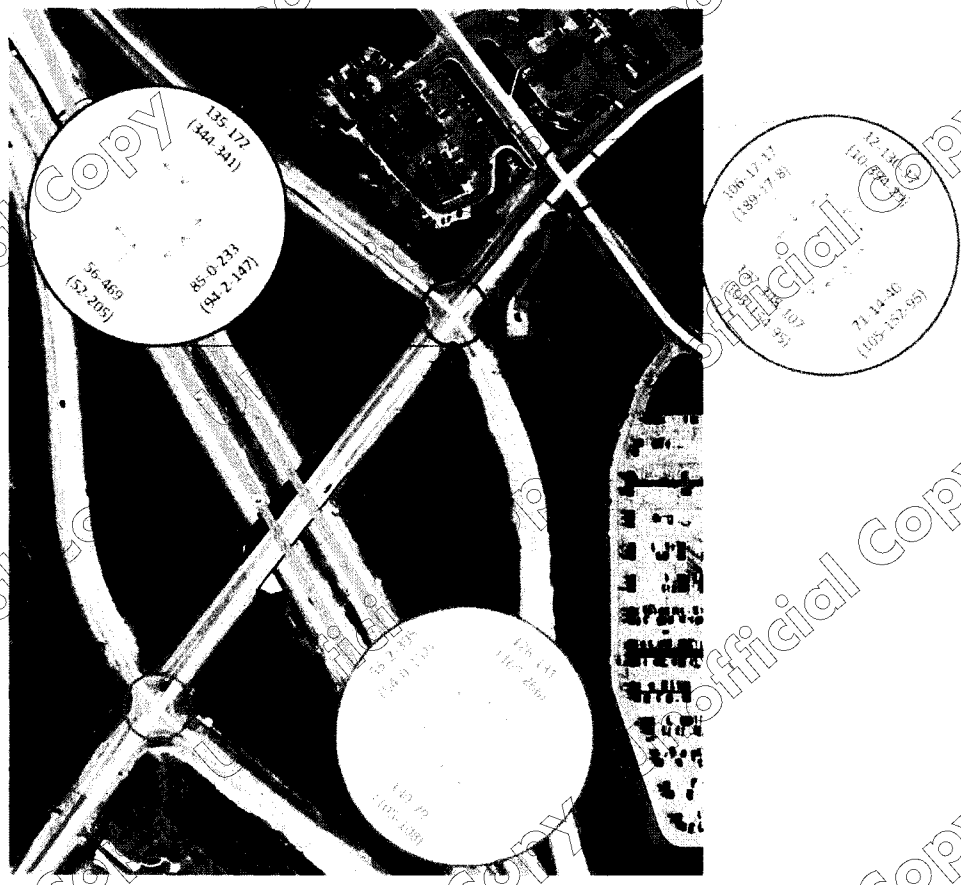
Silver Creek Drive/Northbound US-40 Ramps: This is a four legged un-signalized intersection with Eastbound Silver Creek Drive being a two-lane road with one left turn lane and one thru lane. Westbound Silver Creek Drive is a two-lane road with one shared thru-right turn lane. Northbound US-40 ramp is a one lane road with one shared left-thru-right lane.

Silver Creek Drive/Southbound US-40 Ramps: This is a four legged un-signalized intersection with Eastbound Silver Creek Drive being a two-lane road with one shared thru-right turn lane. Westbound Silver Creek Drive is a two-lane road with one left turn lane and one thru lane. Southbound US-40 ramp is a one lane road with one shared left-thru-right lane.

Existing Volumes

Traffic counts were performed by Horrocks Engineers during the AM and PM peak hours in June 2008. These turning movement volumes were adjusted to represent a 2011 condition using a 0.5% annual growth rate. This growth rate was calculated using the historical traffic growth since 2008 on US-40 as recorded by the Utah Department of Transportation (UDOT) over the past five years. The 2011 AM and PM peak hour turning movement volumes are shown in **Figure 4**.

Figure 4: 2011 AM (PM) Peak Hour Volumes



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Study Intersection Level of Service

Level of Service (LOS) is a term used by the Highway Capacity Manual (HCM) to describe the traffic operations of an intersection, based on congestion and delay. LOS ranges from A (almost no congestion or delay) to F (traffic demand is above capacity and the intersection experiences long queues and delay). LOS C is generally considered acceptable for rural intersections. LOS D is acceptable for urbanized intersections. LOS E is the threshold when the intersection reaches capacity. **Table 1** summarizes LOS delay criteria for stop controlled movements at unsignalized intersections. **Table 2** summarizes LOS delay criteria for signalized intersections.

Table 1: LOS - Unsignalized Criteria

Level of Service	Average Control delay (s/veh)
A	≤10
B	> 10 – 15
C	> 15 – 25
D	> 25 – 35
E	> 35 – 50
F	> 50

Table 2: LOS - Signalized Intersection Criteria

Level of Service	Average Control delay (s/veh)
A	<10
B	> 10 – 20
C	> 20 – 35
D	> 35- 55
E	> 55 – 80
F	> 80

For this report, the LOS for each intersection was calculated using the Synchro/SimTraffic 8 software package. The following **Table 3** summarizes the existing conditions LOS for the study intersections during the AM and PM peak traffic hours. Currently, the study intersections operate at LOS C or better during the AM and PM peak hours.

Table 3: Existing (2011) Peak Hour LOS

Intersection (Worst Approach)	AM Peak Hour		PM Peak Hour	
	Average Control Delay (sec/veh)	Level of Service	Average Control Delay (sec/veh)	Level of Service
SB 40/Silver Creek (SB)	22.0	C	11.7	B
NB 40/Silver Creek (NB)	15.5	C	11.1	B
Frontage/Silver Creek (NB)	16.5	C	19.3	C

Projected Traffic

As previously mentioned, the Silver Creek Village development is proposed to be built in phases. Each phase was analyzed progressively. This means that trips were generated based on the building schedule for each phase and then added to the study intersections. The Institute of Transportation Engineers' (ITE) Trip Generation manual, 8th Edition was used to calculate new trip volumes. Trips were added to the study intersections based on trip distribution principles such as travel time minimization and current

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driver behaviors. After each phase of traffic is added, the intersection operations were analyzed. In cases where intersection operations are considered acceptable, no further analysis is performed. Where intersection operations fall below acceptable standards, possible mitigations are suggested. The results of the phased intersection analyses are shown below.

Phase 1

Phase 1 of the Silver Creek Village development is planned to consist of **75 apartments**, **143 townhomes**, and **53 single family units**. Trip generation data for Phase 1 is shown in **Table 4**. Phase 1 of the Silver Creek Village development is expected to generate **1,836** new trips with **141** and **176** occurring during the AM and PM peak hours respectively. The Phase 1 new project trip distribution is shown in **Figure 5**.

Table 4: Phase 1 Trip Generation

Variable	Quantity	Weekday			AM Peak Hour			PM Peak Hour		
		Total	In	Out	Total	In	Out	Total	In	Out
Apartments (LU Code 220)			50%	50%		20%	80%		65%	35%
Dwelling Units	75	498	249	249	38	8	30	47	31	16
Tonwnhomes (LU Code 230)			50%	50%		17%	83%		67%	33%
Dwelling Units	143	830	415	415	63	11	52	75	50	25
Single Family Homes (LU Code 210)			50%	50%		25%	75%		63%	37%
Dwelling Units	53	508	254	254	40	10	30	54	34	20
Total Project New Trips		**1,836**	**918**	**918**	**141**	**29**	**112**	**176**	**115**	**61**

Figure 5: Phase 1 Trip Distribution AM (PM)

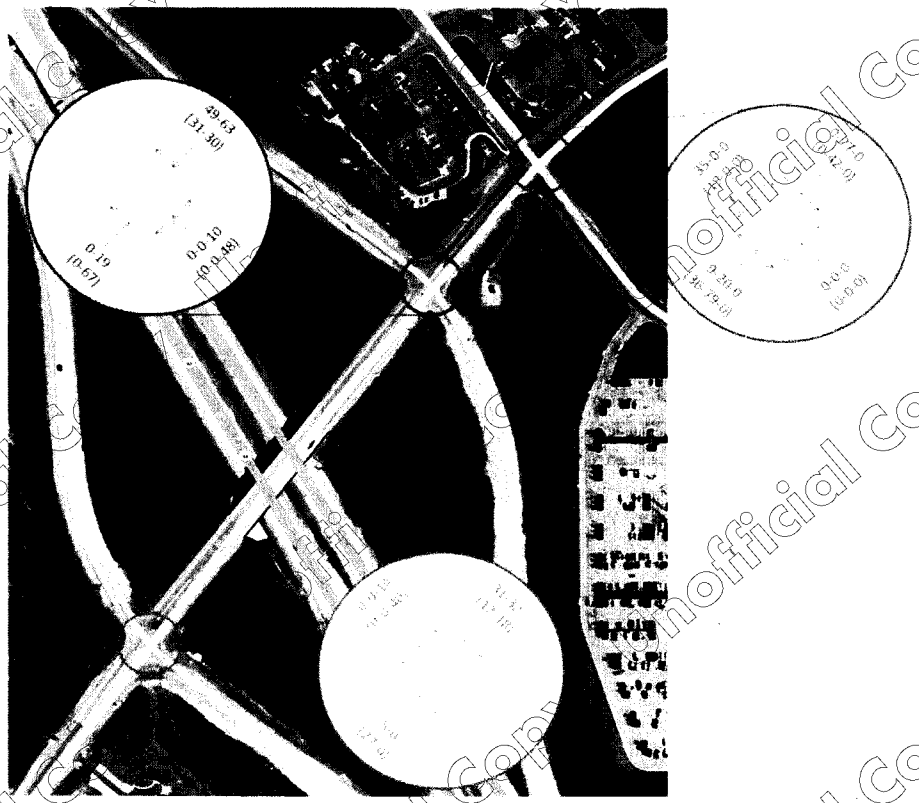

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Figure 6 shows the intersection turning movements after the addition of Phase 1 project traffic. The results of the Phase 1 intersection LOS operations analysis is shown below in **Table 5**.

Figure 6: Phase 1 Turning Movements after Project Traffic Added AM(PM)

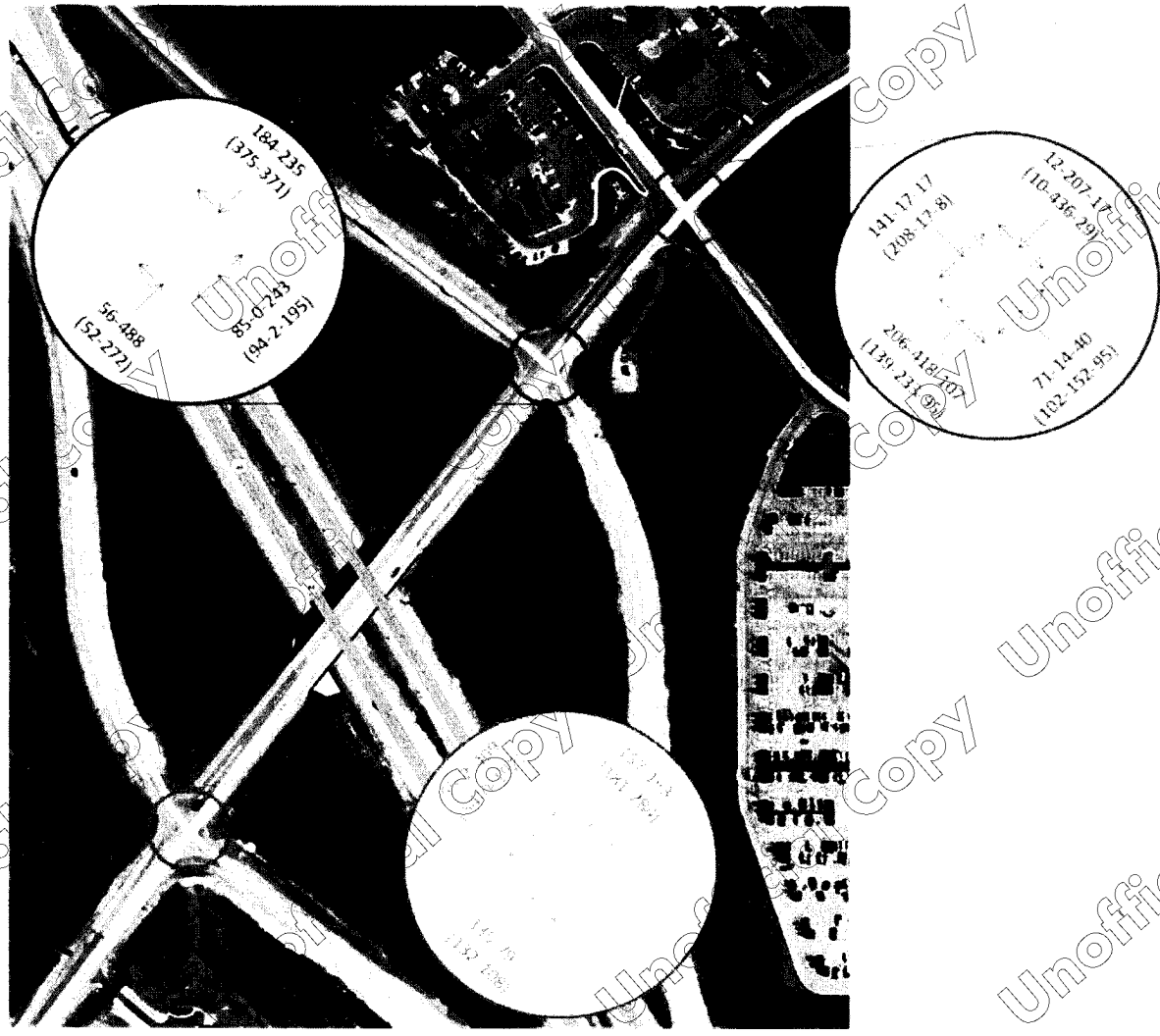

Table 5: Phase 1 Intersection Operations

Intersection (Worst Approach)	AM Peak Hour		PM Peak Hour	
	Average Control Delay (sec/veh)	Level of Service	Average Control Delay (sec/veh)	Level of Service
SB 40/Silver Creek (SB)	35.0	D	18.8	C
NB 40/Silver Creek (NB)	20.5	C	15.0	B
Frontage/Silver Creek (NB)	22.9	C	>50	F

During the PM peak hour the Northbound movement of the intersection of Frontage Road and Silver Creek Drive will likely experience unacceptable delays of greater than 50 seconds per vehicle (LOS F).

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The unacceptable intersection operations, that are likely to occur after the addition of Silver Creek Village Phase 1 traffic, can be mitigated with the following improvement:

1. Adding a right turn pocket to the northbound leg of the intersection of Frontage Road and Silver Creek Drive.

If the preceding mitigation measure is implemented, intersection operations will likely be improved to at worst LOS D at each of the study intersections with the exception of the northbound leg of Frontage Road and Silver Creek Drive, which is likely to experience LOS E. This analysis is summarized in **Table 6**.

Table 6: Intersection Operations - Phase 1 Mitigated

Intersection (Worst Approach)	AM Peak Hour		PM Peak Hour	
	Average Control Delay (sec/veh)	Level of Service	Average Control Delay (sec/veh)	Level of Service
SB 40/Silver Creek (SB)	34.2	D	20.5	C
NB 40/Silver Creek (NB)	22.3	C	14.7	B
Frontage/Silver Creek (NB)	22.4	C	38.8	E

Phase 2

Phase 2 of the Silver Creek Village development is planned to consist of **75 apartments, 24 townhomes,** and **28 single family units**. Trip generation data for Phase 2 is shown in **Table 7**. Phase 2 of the Silver Creek Village development is expected to generate **906** new trips with **70** and **87** occurring during the AM and PM peak hours respectively. The Phase 2 new project trip distribution is shown in **Figure 7**. Phase 2 traffic was analyzed assuming the mitigations suggested as part of the Phase 1 analysis were constructed.

Table 7: Phase 2 Trip Generation

Variable	Quantity	Weekday			AM Peak Hour			PM Peak Hour		
		Total	In	Out	Total	In	Out	Total	In	Out
Apartments (LU Code 220)			50%	50%		20%	80%		65%	35%
Dwelling Units	75	498	249	249	38	8	30	47	31	16
Tonwnhomes (LU Code 230)			50%	50%		17%	83%		67%	33%
Dwelling Units	24	140	70	70	11	2	9	12	8	4
Single Family Homes (LU Code 210)			50%	50%		25%	75%		63%	37%
Dwelling Units	28	268	134	134	21	5	16	28	18	10
Total Project New Trips		**906**	**453**	**453**	**70**	**15**	**55**	**87**	**57**	**30**

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Figure 7: Phase 2 Trip Distribution

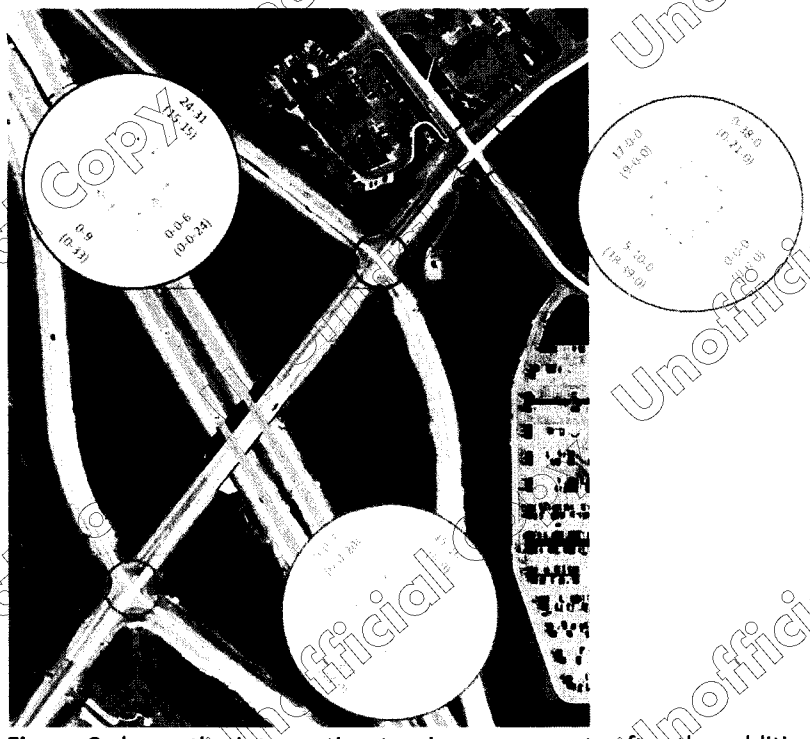

Figure 8 shows the intersection turning movements after the addition of Phase 1 and Phase 2 project traffic. The results of the Phase 2 intersection LOS operations analysis is shown below in **Table 8.**

Figure 8: Phase 2 Intersection Turning Movements

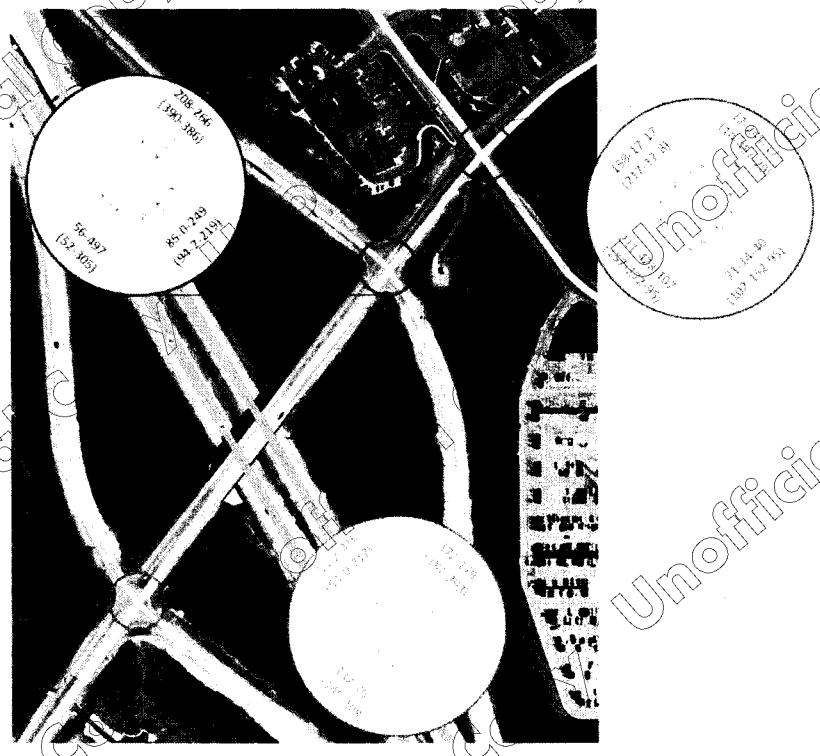

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Table 8: Phase 2 Intersection Operations

Intersection (Worst Approach)	AM Peak Hour		PM Peak Hour	
	Average Control Delay (sec/veh)	Level of Service	Average Control Delay (sec/veh)	Level of Service
SB 40/Silver Creek (SB)	40.9	E	23.1	C
NB 40/Silver Creek (NB)	23.5	C	17.0	C
Frontage/Silver Creek (NB)	37.7	E	>50	F

During the AM peak hour the Southbound movement of the intersection of Southbound US-40 and Silver Creek Drive will likely experience unacceptable delays of greater than 40.9 seconds per vehicle (LOS E). During the PM peak hour the Northbound movement of the intersection of Frontage Road and Silver Creek Drive will likely experience unacceptable delays in excess of 50 seconds per vehicle (LOS F). The unacceptable intersection operations conditions, that are likely to occur after the addition of Silver Creek Village Phase 1 and Phase 2 traffic, can be mitigated with the following improvements:

1. Adding a left turn pocket to the Southbound leg of the Southbound off-ramp of US-40.
2. Converting the thru-left and dedicated right turn lane configuration of the Eastbound leg of Silver Creek Drive and Frontage Road to a thru-right and dedicated left turn lane configuration.
3. Either signalizing the intersection of Frontage Road and Silver Creek Drive or constructing the proposed roundabout at that intersection.

If the preceding mitigation measures are implemented, intersection operations will likely be improved to at worst LOS D at each of the study intersections. This analysis is summarized in **Table 9** and **Table 10**.

Table 9: Phase 2 Intersection Operations - Mitigated (Signalized Intersection)

Intersection (Worst Approach)	AM Peak Hour		PM Peak Hour	
	Average Control Delay (sec/veh)	Level of Service	Average Control Delay (sec/veh)	Level of Service
SB 40/Silver Creek (SB)	31.6	D	20.7	C
NB 40/Silver Creek (NB)	27.1	D	26.6	D
Frontage/Silver Creek*	11.6	B	17.2	B

*Intersection operations for signalized intersection shown as average delay of all approaches

Table 10: Phase 2 Intersection Operations - Mitigated (Roundabout)

Intersection (Worst Approach)	AM Peak Hour		PM Peak Hour	
	Average Control Delay (sec/veh)	Level of Service	Average Control Delay (sec/veh)	Level of Service
SB 40/Silver Creek (SB)	30.7	D	19.0	C
NB 40/Silver Creek (NB)	23.2	C	23.8	C
Frontage/Silver Creek (NB)	4.6	A	9.3	A

Phase 3

Phase 3 of the Silver Creek Village development is planned to consist of **75 apartments, 24 townhomes, 28 single family units** and **10,000 SF of retail space**. Trip generation data for Phase 3 is shown in **Table 11**. Phase 3 of the Silver Creek Village development is expected to generate **1,372** new trips with **70** and **108** occurring during the AM and PM peak hours respectively. The Phase 3 new project trip distribution

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is shown in **Figure 9**. Phase 3 traffic was analyzed assuming the mitigations suggested as part of the Phase 2 analysis were constructed.

Table 11: Phase 3 Trip Generation

Variable	Quantity	Weekday			AM Peak Hour			PM Peak Hour		
		Total	In	Out	Total	In	Out	Total	In	Out
Apartments (LU Code 220)			50%	50%		20%	80%		65%	35%
Dwelling Units	75	498	249	249	38	8	32	47	31	16
Tonwnhomes (LU Code 230)			50%	50%		17%	83%		67%	33%
Dwelling Units	24	140	70	70	11	2	9	12	8	4
Single Family Homes (LU Code 210)			50%	50%		25%	75%		63%	37%
Dwelling Units	28	268	134	134	21	5	16	28	18	10
Total Project New Trips		**906**	**453**	**453**	**70**	**15**	**57**	**87**	**57**	**31**

Figure 9: Phase 3 Trip Distribution

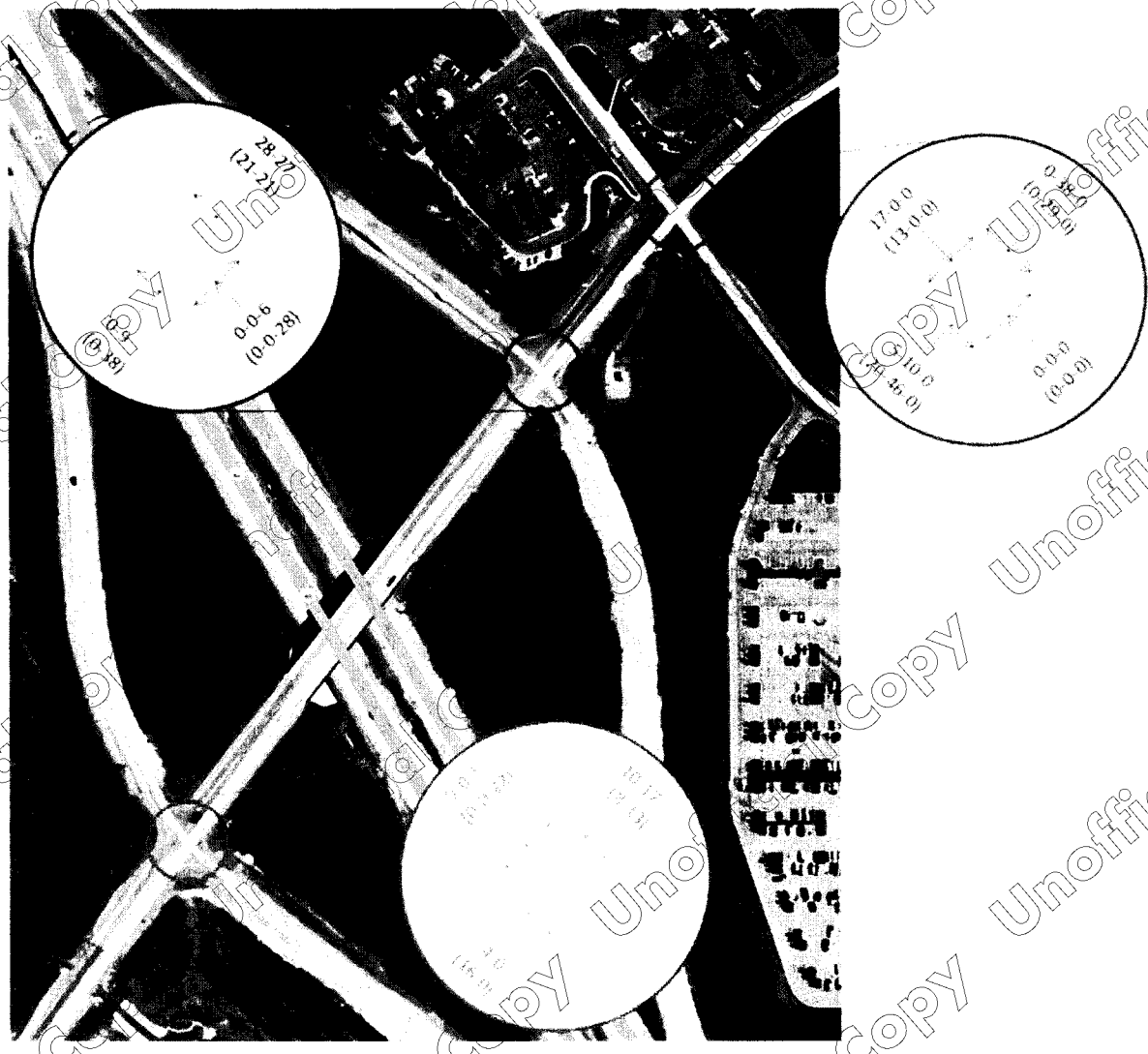

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Figure 10 shows the intersection turning movements after the addition of Phase 1, Phase 2, and Phase 3 project traffic. The results of the Phase 3 intersection LOS operations analysis is shown below in **Table 12**.

Figure 10: Phase 3 Turning Movements AM(PM)

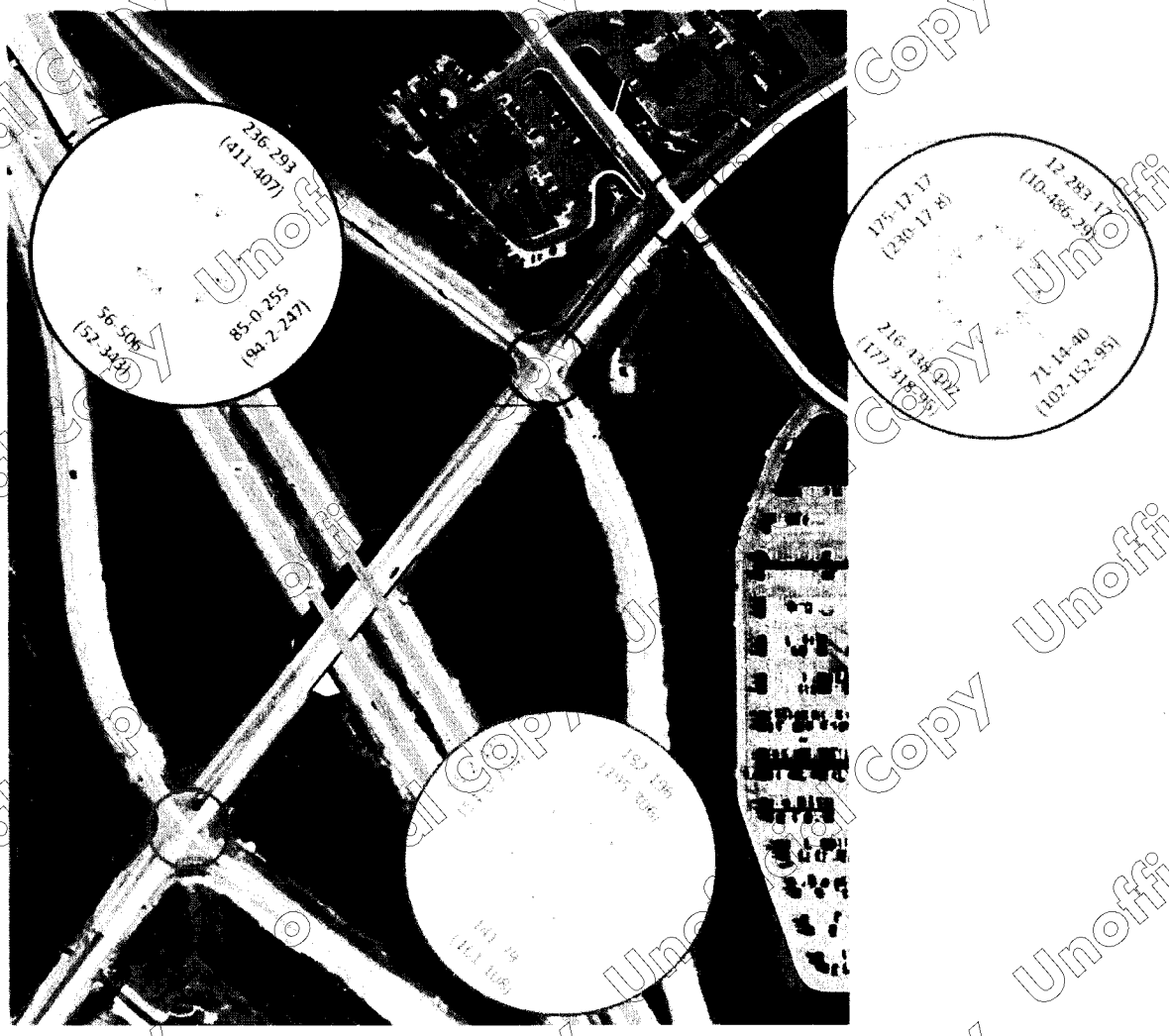

Table 12: Phase 3 Traffic Operations (Frontage Road Signal)

Intersection (Worst Approach)	AM Peak Hour		PM Peak Hour	
	Average Control Delay (sec/veh)	Level of Service	Average Control Delay (sec/veh)	Level of Service
SB 40/Silver Creek (SB)	48.4	E	29.0	D
NB 40/Silver Creek (NB)	32.5	D	47.6	E
Frontage/Silver Creek*	12.2	B	15.5	B

*Intersection operations for signalized intersection shown as average delay of all approaches

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Table 13: Phase 3 Traffic Operations (Frontage Road Roundabout)

Intersection (Worst Approach)	AM Peak Hour		PM Peak Hour	
	Average Control Delay (sec/veh)	Level of Service	Average Control Delay (sec/veh)	Level of Service
SB 40/Silver Creek (SB)	45.2	E	26.4	D
NB 40/Silver Creek (NB)	26.5	D	42.6	E
Frontage/Silver Creek (WB)	4.9	A	10.6	B

In both cases, the US-40 ramps are likely to experience unacceptable delays of between 42 and 45 seconds per vehicle (LOS E). The unacceptable intersection operations conditions, that are likely to occur after the addition of Silver Creek Village Phase 1, Phase 2, and Phase 3 traffic, can be mitigated with the following improvements:

1. Constructing the proposed dual roundabouts at the intersection of Frontage Road and Silver Creek Drive and the Northbound US-40 ramps.
2. Converting the Southbound US-40 ramp from a one-way stop to a three-way stop.

If the preceding mitigation measures are implemented, intersection operations will likely be improved to at worst LOS B at each of the study intersections. This analysis is summarized in **Table 14**.

Table 14: Phase 3 Traffic Operations - Mitigated

Intersection (Worst Approach)	AM Peak Hour		PM Peak Hour	
	Average Control Delay (sec/veh)	Level of Service	Average Control Delay (sec/veh)	Level of Service
SB 40/Silver Creek (SB)	10.1	B	9.2	A
NB 40/Silver Creek (EB)	6.6	A	11.2	B
Frontage/Silver Creek (WB)	5.0	A	14.8	B

Conclusion

Due to the proposed phasing of the Silver Creek Village Development, the full build-out intersection mitigations will likely not be necessary at the beginning of the project. The recommended improvements for each intersection are shown in **Table 15** by phase.

Table 15: Minimum Recommended Intersection Improvements by Phase

Minimum Recommended Improvements			
Intersection/ Phase	Frontage/Silver Creek	NB 40/Silver Creek	SB 40/Silver Creek
1	NB Right Turn Pocket	-	-
2	Temporary Signal; EB Dedicated Left Turn and Shared Thru/Right Turn lanes	-	SB Left Turn Pocket
3	Roundabout	Roundabout	3-Way STOP

At some future phase it is likely that Southbound US-40 and Silver Creek Drive will require signalization.

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1: Southbound US-40 Ramp & Silver Creek Drive Performance by movement

Movement	EBT	EBR	WBL	WBT	SBL	SBT	SBR	All
Delay / Veh (s)	1.3	0.2	3.7	1.0	22.3	28.1	19.6	11.7

2: Northbound US-40 Ramp & Silver Creek Drive Performance by movement

Movement	NBL	NBT	NBR	WBT	WBR	SBL	SBR	All
Delay / Veh (s)	4.3	2.1	1.6	0.8	19.9	13.9	5.6	

3: Frontage Road & Silver Creek Drive Performance by movement

Movement	NBL	NBT	NBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Delay / Veh (s)	3.0	2.4	0.9	5.0	0.8	0.3	24.5	12.9	4.4	19.9	24.4	7.6

3: Frontage Road & Silver Creek Drive Performance by movement

Movement	All
Delay / Veh (s)	5.0

Total Network Performance

Delay / Veh (s)	17.7

Unofficial Copy

1: Southbound US-40 Ramp & Silver Creek Drive Performance by approach

Approach	EB	WB	SB	All
Delay / Veh (s)	0.9	2.3	22.0	11.7

2: Northbound US-40 Ramp & Silver Creek Drive Performance by approach

Approach	EB	WB	NB	All
Delay / Veh (s)	2.3	1.3	15.5	5.6

3: Frontage Road & Silver Creek Drive Performance by approach

Approach	EB	WB	NB	SB	All
Delay / Veh (s)	2.3	1.2	16.5	11.3	5.0

Total Network Performance

Delay / Veh (s)	17.7

Unofficial Copy

1: Southbound US-40 Ramp & Silver Creek Drive Performance by approach

Approach	EB	WB	SB	All
Delay / Veh (s)	0.7	3.5	11.7	4.7

2: Northbound US-40 Ramp & Silver Creek Drive Performance by approach

Approach	EB	WB	NB	All
Delay / Veh (s)	2.9	2.4	11.1	4.3

3: Frontage Road & Silver Creek Drive Performance by approach

Approach	EB	WB	NB	SB	All
Delay / Veh (s)	2.4	1.4	19.3	19.3	9.2

Total Network Performance

Delay / Veh (s)	14.1

Unofficial Copy

1: Southbound US-40 Ramp & Silver Creek Drive Performance by movement

Movement	EBT	EBR	SBL	WBT	SBR	All
Delay / Veh (s)	1.2	0.3	4.8	1.6	13.2	7.0	4.7

2: Northbound US-40 Ramp & Silver Creek Drive Performance by movement

Movement	EBL	EBT	WBT	WBR	NBL	NBT	NBR	All
Delay / Veh (s)	9.7	1.3	3.3	1.6	14.0	27.4	8.9	4.3

3: Frontage Road & Silver Creek Drive Performance by movement

Movement	EBL	EBT	EBR	WBL	WBT	NBL	NBT	NBR	SBL	SBT	SBR
Delay / Veh (s)	4.5	2.1	0.6	3.5	1.2	1.1	25.3	20.2	12.3	22.1	31.3	18.1

3: Frontage Road & Silver Creek Drive Performance by movement

Movement	All
Delay / Veh (s)	9.2

Total Network Performance

Delay / Veh (s)	14.1

Unofficial Copy

1: Southbound US-40 Ramp & Silver Creek Drive Performance by approach

Approach	EB	WB	SB	All
Delay / Veh (s)	0.9	2.4	35.0	17.2

2: Northbound US-40 Ramp & Silver Creek Drive Performance by approach

Approach	EB	WB	NB	All
Delay / Veh (s)	2.4	1.5	20.5	6.6

3: Frontage Road & Silver Creek Drive Performance by approach

Approach	EB	WB	NB	SB	All
Delay / Veh (s)	2.8	1.0	22.9	13.4	6.1

Total Network Performance

Delay / Veh (s)	24.7

Unofficial Copy

1: Southbound US-40 Ramp & Silver Creek Drive Performance by movement

Movement								
Delay / Veh (s)	1.3	0.2	3.7	1.2	35.4	22.7	32.6	17.2

2: Northbound US-40 Ramp & Silver Creek Drive Performance by movement

Movement							
Delay / Veh (s)	4.9	2.2	2.0	0.9	24.5	19.3	6.6

3: Frontage Road & Silver Creek Drive Performance by movement

Movement											
Delay / Veh (s)	3.6	2.9	0.9	4.7	0.8	0.4	35.4	14.3	5.6	28.7	30.2	10.2

3: Frontage Road & Silver Creek Drive Performance by movement

Movement	
Delay / Veh (s)	6.1

Total Network Performance

Delay / Veh (s)	24.7

Unofficial Copy

1: Southbound US-40 Ramp & Silver Creek Drive Performance by approach

Approach	EB	WB	SB	All
Delay / Veh (s)	0.9	3.8	18.8	7.0

2: Northbound US-40 Ramp & Silver Creek Drive Performance by approach

Approach	EB	WB	NB	All
Delay / Veh (s)	3.2	2.7	15.0	5.4

3: Frontage Road & Silver Creek Drive Performance by approach

Approach	EB	WB	NB	SB	All
Delay / Veh (s)	3.3	1.6	50.7	30.3	17.8

Total Network Performance

Delay / Veh (s)	24.7

Unofficial Copy

1: Southbound US-40 Ramp & Silver Creek Drive Performance by movement

Movement	EBT	EBR	WBL	WBT	SBL	SBR	All
Delay / Veh (s)	1.3	0.3	5.1	1.8	20.1	13.7	7.0

2: Northbound US-40 Ramp & Silver Creek Drive Performance by movement

Movement	EBL	EBT	WBT	WBR	NBL	NBR	All
Delay / Veh (s)	11.7	1.6	3.7	1.8	20.6	12.5	5.4

3: Frontage Road & Silver Creek Drive Performance by movement

Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Delay / Veh (s)	5.6	3.0	0.8	4.2	1.4	0.9	62.9	49.2	39.9	36.2	37.5	29.7

3: Frontage Road & Silver Creek Drive Performance by movement

Movement	All
Delay / Veh (s)	17.8

Total Network Performance

Delay / Veh (s)	24.7

Unofficial Copy

1: Southbound US-40 Ramp & Silver Creek Drive Performance by approach

Approach	EB	WB	SB	All
Delay / Veh (s)	0.9	2.4	34.2	17.0

2: Northbound US-40 Ramp & Silver Creek Drive Performance by approach

Approach	EB	WB	NB	All
Delay / Veh (s)	2.5	1.5	22.3	7.1

3: Frontage Road & Silver Creek Drive Performance by approach

Approach	EB	WB	NB	SB	All
Delay / Veh (s)	2.8	1.1	22.4	16.0	6.4

Total Network Performance

Delay / Veh (s)	24.6

Unofficial Copy

1: Southbound US-40 Ramp & Silver Creek Drive Performance by movement

Movement								
Delay / Veh (s)	1.3	0.2	3.7	1.1	34.5	37.4	32.1	17.0

2: Northbound US-40 Ramp & Silver Creek Drive Performance by movement

Movement							
Delay / Veh (s)	5.2	2.2	2.0	0.9	25.8	21.2	7.1

3: Frontage Road & Silver Creek Drive Performance by movement

Movement												
Delay / Veh (s)	3.6	2.8	1.0	6.0	0.8	0.6	35.0	14.7	5.1	28.6	35.8	12.4

3: Frontage Road & Silver Creek Drive Performance by movement

Movement	
Delay / Veh (s)	6.4

Total Network Performance

Delay / Veh (s)	24.6

Unofficial Copy

1: Southbound US-40 Ramp & Silver Creek Drive Performance by approach

Approach	EB	WB	NB	All
Delay / Veh (s)	0.9	3.8	20.5	7.5

2: Northbound US-40 Ramp & Silver Creek Drive Performance by approach

Approach	EB	WB	NB	All
Delay / Veh (s)	3.2	2.7	14.7	5.3

3: Frontage Road & Silver Creek Drive Performance by approach

Approach	EB	WB	NB	SB	All
Delay / Veh (s)	3.3	1.6	38.8	31.8	15.3

Total Network Performance

	All
Delay / Veh (s)	23.4

Unofficial Copy

1: Southbound US-40 Ramp & Silver Creek Drive Performance by movement

Movement							
Delay / Veh (s)	1.3	0.4	5.2	1.8	21.7	15.6	7.5

2: Northbound US-40 Ramp & Silver Creek Drive Performance by movement

Movement							
Delay / Veh (s)	11.6	1.6	3.7	1.8	20.8	12.0	5.3

3: Frontage Road & Silver Creek Drive Performance by movement

Movement												
Delay / Veh (s)	5.6	3.0	0.8	4.4	1.4	0.9	62.4	38.6	15.2	49.9	40.3	30.7

3: Frontage Road & Silver Creek Drive Performance by movement

Movement	
Delay / Veh (s)	15.3

Total Network Performance

Delay / Veh (s)	23.4

Unofficial Copy

1: Southbound US-40 Ramp & Silver Creek Drive Performance by approach

Approach	EB	WB	SB	All
Delay / Veh (s)	0.9	2.5	40.9	19.5

2: Northbound US-40 Ramp & Silver Creek Drive Performance by approach

Approach	EB	WB	SB	All
Delay / Veh (s)	2.5	1.6	23.5	7.3

3: Frontage Road & Silver Creek Drive Performance by approach

Approach	EB	WB	SB	SB	All
Delay / Veh (s)	3.0	1.3	37.7	17.8	8.0

Total Network Performance

Delay / Veh (s)	29.7

Unofficial Copy

1: Southbound US-40 Ramp & Silver Creek Drive Performance by movement

Movement	EBT	EBR	WBL	WBT	NBL	NBR	All
Delay / Veh (s)	1.3	0.3	3.7	1.2	41.1	40.2	19.5

2: Northbound US-40 Ramp & Silver Creek Drive Performance by movement

Movement	NBL	NBT	NBR	SBL	SBT	SBR	All
Delay / Veh (s)	5.6	2.1	2.1	1.0	27.1	22.1	7.3

3: Frontage Road & Silver Creek Drive Performance by movement

Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Delay / Veh (s)	4.0	3.0	1.0	6.1	1.0	0.6	57.6	23.3	6.3	33.1	37.2	14.3

3: Frontage Road & Silver Creek Drive Performance by movement

Movement	All
Delay / Veh (s)	8.0

Total Network Performance

Delay / Veh (s)	29.7

Unofficial Copy

1: Southbound US-40 Ramp & Silver Creek Drive Performance by approach

Approach	EB	WB	SB	All
Delay / Veh (s)	1.0	3.8	23.1	8.4

2: Northbound US-40 Ramp & Silver Creek Drive Performance by approach

Approach	EB	WB	NB	All
Delay / Veh (s)	3.1	2.8	17.0	6.0

3: Frontage Road & Silver Creek Drive Performance by approach

Approach	EB	WB	NB	SB	All
Delay / Veh (s)	3.7	1.5	47.0	57.8	20.6

Total Network Performance

Delay / Veh (s)	29.2

Unofficial Copy

1: Southbound US-40 Ramp & Silver Creek Drive Performance by movement

Movement	EBT	EBR	WBL	WBT	NBL	NBR	All
Delay / Veh (s)	1.4	0.4	5.0	1.9	24.4	17.5	8.4

2: Northbound US-40 Ramp & Silver Creek Drive Performance by movement

Movement	NBL	EBT	EBR	WBL	WBT	NBR	All
Delay / Veh (s)	11.1	1.7	3.9	1.8	21.7	14.8	6.0

3: Frontage Road & Silver Creek Drive Performance by movement

Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Delay / Veh (s)	6.0	3.5	0.9	4.3	1.4	1.2	76.7	46.3	18.0	62.9	61.2	57.6

3: Frontage Road & Silver Creek Drive Performance by movement

Movement	All
Delay / Veh (s)	20.6

Total Network Performance

Delay / Veh (s)	29.2

Unofficial Copy

1: Southbound US-40 Ramp & Silver Creek Drive Performance by approach

Approach	EB	WB	SB	All
Delay / Veh (s)	0.9	2.7	31.6	15.2

2: Northbound US-40 Ramp & Silver Creek Drive Performance by approach

Approach	EB	WB	NB	All
Delay / Veh (s)	2.7	2.3	27.1	8.6

3: Frontage Road & Silver Creek Drive Performance by approach

Approach	EB	WB	NB	SB	All
Delay / Veh (s)	12.1	14.6	10.3	6.5	11.6

Total Network Performance

Delay / Veh (s)	29.2

Unofficial Copy

1: Southbound US-40 Ramp & Silver Creek Drive Performance by movement

Delay / Veh (s)	1.3	0.3	4.1	1.4	34.9	5.8	15.2

2: Northbound US-40 Ramp & Silver Creek Drive Performance by movement

Delay / Veh (s)	6.5	2.3	2.9	1.6	31.2	25.6	8.6

3: Frontage Road & Silver Creek Drive Performance by movement

Delay / Veh (s)	17.4	10.8	6.2	29.8	13.6	12.5	13.8	9.0	4.3	17.8	12.5	4.9

3: Frontage Road & Silver Creek Drive Performance by movement

Delay / Veh (s)	11.6

Total Network Performance

Delay / Veh (s)	29.2

Unofficial Copy

1: Southbound US-40 Ramp & Silver Creek Drive Performance by approach

Approach	EB	WB	SB	All
Delay / Veh (s)	1.0	4.0	20.7	7.9

2: Northbound US-40 Ramp & Silver Creek Drive Performance by approach

Approach	EB	WB	NB	All
Delay / Veh (s)	3.6	3.7	26.6	8.8

3: Frontage Road & Silver Creek Drive Performance by approach

Approach	EB	WB	NB	SB	All
Delay / Veh (s)	16.4	26.5	9.4	11.5	17.2

Total Network Performance

Delay / Veh (s)	26.4

Unofficial Copy

1: Southbound US-40 Ramp & Silver Creek Drive Performance by movement

Movement	EBT	EBR	WBL	WBT	SBL	SBR	All
Delay / Veh (s)	1.4	0.3	5.3	2.0	25.0	2.7	7.9

2: Northbound US-40 Ramp & Silver Creek Drive Performance by movement

Movement	NBL	NBT	NBR	WBL	WBT	WBR	All
Delay / Veh (s)	14.5	1.8	4.8	2.6	32.4	23.9	8.8

3: Frontage Road & Silver Creek Drive Performance by movement

Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	All	SBT	SBR
Delay / Veh (s)	33.8	10.8	5.9	36.7	26.2	18.7	15.2	9.0	4.0	15.2	10.4	11.4

3: Frontage Road & Silver Creek Drive Performance by movement

Movement	All
Delay / Veh (s)	17.2

Total Network Performance

Delay / Veh (s)	26.4

Unofficial Copy

1: Southbound US-40 Ramp & Silver Creek Drive Performance by approach

Approach	EB	WB	NB	All
Delay / Veh (s)	0.9	2.6	30.7	14.8

2: Northbound US-40 Ramp & Silver Creek Drive Performance by approach

Approach	EB	WB	NB	All
Delay / Veh (s)	2.6	1.8	23.2	7.3

3: Frontage Road & Silver Creek Drive Performance by approach

Approach	EB	WB	NB	SB	All
Delay / Veh (s)	4.3	3.6	4.6	4.2	4.2

Total Network Performance

Delay / Veh (s)	21.5

Unofficial Copy

1: Southbound US-40 Ramp & Silver Creek Drive Performance by movement

Movement	EBT	EBR	WBL	WBT	SBL	SBR	All
Delay / Veh (s)	1.3	0.3	3.9	1.3	33.9	5.6	14.8

2: Northbound US-40 Ramp & Silver Creek Drive Performance by movement

Movement	EBL	EBT	WBT	WBR	NBL	NBR	All
Delay / Veh (s)	5.8	2.2	2.3	1.1	28.1	21.3	7.3

3: Frontage Road & Silver Creek Drive Performance by movement

Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Delay / Veh (s)	3.5	4.9	3.5	3.2	3.6	3.2	4.9	5.2	3.6	7.8	5.4	3.7

3: Frontage Road & Silver Creek Drive Performance by movement

Movement	All
Delay / Veh (s)	4.2

Total Network Performance

Delay / Veh (s)	21.5

Unofficial Copy

1: Southbound US-40 Ramp & Silver Creek Drive Performance by approach

Approach	EB	WB	SB	All
Delay / Veh (s)	1.0	3.8	19.0	7.3

2: Northbound US-40 Ramp & Silver Creek Drive Performance by approach

Approach	EB	WB	NB	All
Delay / Veh (s)	3.5	3.3	23.8	7.9

3: Frontage Road & Silver Creek Drive Performance by approach

Approach	EB	WB	NB	SB	All
Delay / Veh (s)	3.9	8.0	6.4	9.3	6.4

Total Network Performance

Delay / Veh (s)	16.1

Unofficial Copy

1: Southbound US-40 Ramp & Silver Creek Drive Performance by movement

Movement							
Delay / Veh (s)	1.5	0.3	5.0	1.9	22.9	2.6	7.3

2: Northbound US-40 Ramp & Silver Creek Drive Performance by movement

Movement							
Delay / Veh (s)	14.0	1.8	4.3	2.3	29.8	21.0	7.9

3: Frontage Road & Silver Creek Drive Performance by movement

Movement											
Delay / Veh (s)	3.2	4.5	3.0	8.6	7.9	8.2	6.5	7.0	4.9	5.9	6.8	9.6

3: Frontage Road & Silver Creek Drive Performance by movement

Movement	
Delay / Veh (s)	6.4

Total Network Performance

Delay / Veh (s)	16.1

Unofficial Copy

1: Southbound US-40 Ramp & Silver Creek Drive Performance by approach

Approach	EB	WB	SB	All
Delay / Veh (s)	0.9	2.9	48.4	22.7

2: Northbound US-40 Ramp & Silver Creek Drive Performance by approach

Approach	EB	WB	NB	All
Delay / Veh (s)	2.9	2.5	32.5	9.6

3: Frontage Road & Silver Creek Drive Performance by approach

Approach	EB	WB	NB	SB	All
Delay / Veh (s)	13.2	14.0	11.0	6.4	12.2

Total Network Performance

Delay / Veh (s)	40.2

Unofficial Copy

1: Southbound US-40 Ramp & Silver Creek Drive Performance by movement

Movement	EBT	EBR	NBL	NBT	NBR	All
Delay / Veh (s)	1.3	0.3	4.2	1.4	52.6	13.0	22.7

2: Northbound US-40 Ramp & Silver Creek Drive Performance by movement

Movement	EBL	EBT	WBT	WBR	SBL	SBR	All
Delay / Veh (s)	7.9	2.3	3.1	1.7	36.4	31.1	9.6

3: Frontage Road & Silver Creek Drive Performance by movement

Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Delay / Veh (s)	20.8	10.9	6.9	28.0	13.2	11.7	15.1	8.8	3.9	17.4	10.6	5.0

3: Frontage Road & Silver Creek Drive Performance by movement

Movement	All
Delay / Veh (s)	12.2

Total Network Performance

Delay / Veh (s)	40.2

Unofficial Copy

1: Southbound US-40 Ramp & Silver Creek Drive Performance by approach

Approach	EB	WB	SB	All
Delay / Veh (s)	1.0	4.2	29.0	10.2

2: Northbound US-40 Ramp & Silver Creek Drive Performance by approach

Approach	EB	WB	NB	All
Delay / Veh (s)	4.1	3.9	47.6	13.7

3: Frontage Road & Silver Creek Drive Performance by approach

Approach	EB	WB	NB	SB	All
Delay / Veh (s)	17.2	17.2	12.0	12.8	15.5

Total Network Performance

Delay / Veh (s)	35.1

Unofficial Copy

1: Southbound US-40 Ramp & Silver Creek Drive Performance by movement

Movement	EBT	EBR	WBL	WBT	NBL	NBR	All
Delay / Veh (s)	1.5	0.4	5.5	2.1	34.3	3.1	10.2

2: Northbound US-40 Ramp & Silver Creek Drive Performance by movement

Movement	EBL	EBT	EBR	WBL	WBT	NBL	All
Delay / Veh (s)	18.3	2.0	5.0	2.8	55.0	44.5	13.7

3: Frontage Road & Silver Creek Drive Performance by movement

Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Delay / Veh (s)	37.8	9.4	5.2	21.7	17.0	16.3	20.1	10.8	4.9	14.1	11.8	12.8

3: Frontage Road & Silver Creek Drive Performance by movement

Movement	All
Delay / Veh (s)	15.5

Total Network Performance

Delay / Veh (s)	35.1

Unofficial Copy

1: Southbound US-40 Ramp & Silver Creek Drive Performance by approach

Approach	EB	WB	SB	All
Delay / Veh (s)	0.9	2.7	45.2	21.1

2: Northbound US-40 Ramp & Silver Creek Drive Performance by approach

Approach	EB	WB	NB	All
Delay / Veh (s)	2.8	2.0	26.5	8.0

3: Frontage Road & Silver Creek Drive Performance by approach

Approach	EB	WB	NB	SB	All
Delay / Veh (s)	4.4	4.3	4.9	4.5	4.4

Total Network Performance

Delay / Veh (s)	30.1

Unofficial Copy

1: Southbound US-40 Ramp & Silver Creek Drive Performance by movement

Delay / Veh (s)	1.3	0.3	4.1	1.3	49.1	10.4	21.1

2: Northbound US-40 Ramp & Silver Creek Drive Performance by movement

Delay / Veh (s)	7.2	2.3	2.6	1.2	31.6	24.7	8.0

3: Frontage Road & Silver Creek Drive Performance by movement

Delay / Veh (s)	3.7	5.0	3.5	4.1	4.3	4.3	5.0	5.4	4.3	8.3	6.3	4.0

3: Frontage Road & Silver Creek Drive Performance by movement

Delay / Veh (s)	4.4

Total Network Performance

Delay / Veh (s)	30.1

Unofficial Copy

1: Southbound US-40 Ramp & Silver Creek Drive Performance by approach

Approach	EB	WB	SB	All
Delay / Veh (s)	1.0	4.1	26.4	9.4

2: Northbound US-40 Ramp & Silver Creek Drive Performance by approach

Approach	EB	WB	NB	All
Delay / Veh (s)	4.1	3.6	42.6	12.4

3: Frontage Road & Silver Creek Drive Performance by approach

Approach	EB	WB	NB	SB	All
Delay / Veh (s)	4.1	10.6	7.1	9.9	7.5

Total Network Performance

Delay / Veh (s)	26.6

Unofficial Copy

1: Southbound US-40 Ramp & Silver Creek Drive Performance by movement

Movement							
Delay / Veh (s)	1.5	0.4	5.5	1.9	31.1	3.4	9.4

2: Northbound US-40 Ramp & Silver Creek Drive Performance by movement

Movement							
Delay / Veh (s)	19.1	2.0	4.6	2.6	50.5	39.1	12.4

3: Frontage Road & Silver Creek Drive Performance by movement

Movement											
Delay / Veh (s)	3.3	4.7	3.4	10.5	10.6	11.4	7.3	7.8	5.5	7.7	7.7	10.1

3: Frontage Road & Silver Creek Drive Performance by movement

Movement	
Delay / Veh (s)	7.5

Total Network Performance

Delay / Veh (s)	26.6

Unofficial Copy

1: Southbound US-40 Ramp & Silver Creek Drive Performance by approach

Approach	EB	WB	SB	All
Delay / Veh (s)	8.2	8.7	10.1	9.2

2: Northbound US-40 Ramp & Silver Creek Drive Performance by approach

Approach	EB	WB	NB	All
Delay / Veh (s)	6.6	4.5	5.1	5.5

3: Frontage Road & Silver Creek Drive Performance by approach

Approach	EB	WB	NB	SB	All
Delay / Veh (s)	4.2	4.2	5.0	4.4	4.3

Total Network Performance

Delay / Veh (s)	15.5

Unofficial Copy

1: Southbound US-40 Ramp & Silver Creek Drive Performance by movement

Movement	EBT	EBR	WBL	WBT	SBL	SBR	All
Delay / Veh (s)	9.6	5.5	7.9	9.5	10.9	2.9	9.2

2: Northbound US-40 Ramp & Silver Creek Drive Performance by movement

Movement	EBL	EBT	WBT	WBR	NBL	NBR	All
Delay / Veh (s)	5.3	6.7	5.1	3.8	5.3	5.1	5.5

3: Frontage Road & Silver Creek Drive Performance by movement

Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Delay / Veh (s)	3.5	4.8	3.5	3.4	4.3	4.6	5.3	5.3	4.3	8.0	5.8	4.0

3: Frontage Road & Silver Creek Drive Performance by movement

Movement	All
Delay / Veh (s)	4.3

Total Network Performance

Delay / Veh (s)	15.5

Unofficial Copy

1: Southbound US-40 Ramp & Silver Creek Drive Performance by approach

Approach	EB	WB	NB	SB	All
Delay / Veh (s)	8.2	9.2	6.7		8.3

2: Northbound US-40 Ramp & Silver Creek Drive Performance by approach

Approach	EB	WB	NB	SB	All
Delay / Veh (s)	6.3	11.2	4.5		8.4

3: Frontage Road & Silver Creek Drive Performance by approach

Approach	EB	WB	NB	SB	All
Delay / Veh (s)	3.9	14.8	7.1	11.0	8.8

Total Network Performance

Delay / Veh (s)	19.7

Unofficial Copy

1: Southbound US-40 Ramp & Silver Creek Drive Performance by movement

Movement	EBT	WBL	WBT	NBL	NBT	SBT	SBR
Delay / Veh (s)	10.0	5.6	9.1	9.3	7.5	2.6	8.3

2: Northbound US-40 Ramp & Silver Creek Drive Performance by movement

Movement	EBL	EBT	WBT	WBR	SBL	SBT	SBR
Delay / Veh (s)	4.9	6.5	11.7	10.6	4.5	4.5	8.4

3: Frontage Road & Silver Creek Drive Performance by movement

Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Delay / Veh (s)	3.2	4.5	3.3	15.9	14.7	15.9	7.7	7.7	5.3	7.8	8.7	11.2

3: Frontage Road & Silver Creek Drive Performance by movement

Movement	EBL
Delay / Veh (s)	8.8

Total Network Performance

Delay / Veh (s)	19.7

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